

Moscow City Council



Regular Meeting ~Amended Agenda~

www.ci.moscow.id.us

Laurie M. Hopkins
City Clerk

208.883.7015

**Monday
September 19, 2022**

7:00 PM

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

The Moscow Mayor, City Council and Staff welcome you to tonight's meeting. This meeting is open to the public. 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. Links to view the City Council meeting live can be found on the City website, YouTube, Facebook and Spectrum Cable 1301. Thank you for your interest in City government.

PLEDGE OF ALLEGIANCE

PROCLAMATION

League of Women Voters Moscow - Celebrating Over 70 Years of Service to the Community

CONSENT AGENDA

1. All Consent Items (ACTION ITEM)

A. Approval of Moscow City Council September 6, 2022 Minutes - Laurie M. Hopkins

B. Disbursement Report August 2022 - Sarah Banks

Staff presented the August 2022 Accounts Payable Report to Public Works / Finance Committee on September 12, 2022. The Committee received the report and approved the disbursements as presented.

ACTION: Accept the Disbursements Report for the month of August 2022.

C. Idaho Airport Aid Program - Grant Agreement - Bill Belknap

The Pullman-Moscow Regional Airport has applied for a grant from the Idaho Transportation Department - Division of Aeronautics from the Idaho Airport Aid Program for the construction of a new airport terminal. The grant request has been awarded for \$100,000 with a required project completion date of June 20, 2026. The attached Resolution authorizes the acceptance of the award in accordance with all Federal, State, and Local regulations and the execution of the Grant Agreement by the Mayor. This item was reviewed by the Public Works/Finance Committee on September 12, 2022, and recommended for approval.

ACTION: Approve authorization acceptance of the Idaho Airport Aid grant award of \$100,000 from the Idaho Transportation Department - Division of Aeronautics and approve the corresponding Resolution.

D. Proposed Lot Division at 411 E Seventh Street - Aimee Hennrich

The applicant, Donald Anderson, is requesting a lot division to create two lots of approximately 7,430 sf and 5,425 sf in size from one existing parcel of 12,855 sf in size. The intention of the lot division is to create a separate buildable lot from the existing house at 411 E Seventh Street so that both lots can be sold individually.

The subject property is located within the Multiple Family (R-4) Zoning District, which requires a minimum lot size of 5,000 square feet and a minimum lot width of 50 feet for single-family dwellings. Both proposed lots meet the minimum lot area and width requirements of the R-4 Zone, and the existing single family dwelling will meet all setback requirements. This was reviewed by the Public Works/Finance Committee on September 12, 2022 and recommended for approval.

ACTION: Approve the lot division request with the condition that the carriage house located on the new lot be removed in order to meet zoning requirements.

E. Moscowberfest Alcohol Use Request in Entertainment District - Amanda Argona

The Moscow Chamber of Commerce + Visitor Center is hosting the second annual Moscowberfest on Saturday, October 8th, from 4 pm to 8 pm on Main Street between 3rd and 6th Streets, including a portion of 5th Street to the alley and the first bay of the Jackson Street parking lot. The event is intended to be an annual event stylized in the spirit of fall folk festivals. The applicant anticipates no more than ten (10) beer and/or wine tents/vendors and up to six (6) food vendor tents. An additional four (4) to six (6) vendors will facilitate street games, activities, and competitions. The event has been reviewed and approved as of August 11, 2022.

Following standard operating procedures for events with alcohol that are within the Entertainment District boundaries, Moscowberfest is requesting a temporary suspension of the open container law by resolution. Per Moscow City Code, Section 10-1-12; a draft resolution has been prepared for Council's consideration. This was reviewed by the Administrative Committee on September 12, 2022 and recommended for approval.

ACTION: Approve the resolution allowing for the temporary suspension of the open container law within the event footprint of Moscowberfest for the duration of the event.

F. University Street Maintenance Agreement Update - Tyler Palmer

For many years, the City of Moscow (City) has relegated maintenance responsibilities for City rights-of-way that fall within the footprint of the University of Idaho (University) Campus. This arrangement was requested by the University of Idaho to allow for consistent treatment and aesthetics within the direct campus area. The City compensates the University for said maintenance based on a formula that captures the costs that the City would otherwise incur maintaining the designated infrastructure. The last update took place in 2008. This update makes adjustments to the contract and compensation formula to reflect changes that have occurred since the previous version was drafted including; Street budget updates, street light inventory and ownership updates, and storm permits for both the University and the City. The FY2023 payment, in accordance with the proposed formula will be \$90,208.00. This was reviewed by the Public Works/Finance Committee on September 12, 2022 and recommended for approval.

ACTION: Approve the Street Maintenance Agreement with the University of Idaho.

G. T- Mobile Wireless Communications Facility Lease Agreement - Bill Belknap

The City was approached by T-Mobile with a request to install a wireless communications facility upon the water tank located at Rotary Park. The proposed antenna and equipment installation plans have been reviewed and approved by the Engineering and Water Departments and Staff has prepared a wireless communications facility lease agreement for the Council's review and approval. Under the lease agreement, T-Mobile will pay the City \$28,800 per year with an annual escalator of three percent. The term of the agreement is five years with the option for five additional renewal terms.

This was reviewed by the Public Works/Finance Committee on September 12, 2022 and recommended for approval.

ACTION: Approve the wireless communications facility lease agreement.

REGULAR AGENDA

2. Presentation of Mayor's Golf Tournament Proceeds to Moscow Food Bank

3. Mayors Appointments (ACTION ITEM)

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

5. PUBLIC HEARING: Open Budget for Fiscal Year 2021-2022 (FY2022) Review (ACTION ITEM) - Sarah Banks / Bill Belknap

The State of Idaho provides a process for cities to amend the original fiscal year budget appropriation ordinance in accordance with Idaho Code section 50-1003. Throughout the year, the City has received additional federal, and/or state, and/or local grant awards. The City Council has authorized expenditures, including disbursement of ARPA funds to support small businesses and non-profits and the disbursement of committed Hamilton Funds to the Rotary Veterans Memorial Pavilion, Inc., an Idaho nonprofit corporation d/b/a Palouse Ice Rink nonprofit association, for the construction of an ice rink. Staff is proposing to amend Ordinance 2021-10 in the amount of \$4,189,600 to accommodate the authorized appropriations. This was reviewed by the Public Works/Finance Committee on August 22, 2022 and recommended for approval.

PROPOSED ACTIONS: *After considering public testimony, approve the Open Budget Ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary; or consider the Ordinance on first reading and that it be read by title; or reject the Ordinance; or take such other action deemed appropriate.*

6. Proposed Day Care Code Amendments Second Reading (ACTION ITEM) - Bill Belknap

In 2019, the City was approached by several daycare providers who expressed concerns regarding the availability of daycare services within the City and requested that the City review the City's daycare regulations to assess if any modifications could be made to increase daycare capacity and access. The City began the review in late 2019 and into 2020 but the onset of the pandemic delayed progress. City Staff have now completed the review and are proposing several amendments to the City's daycare regulations for the Council's consideration. The amendments include revisions to definitions and terms to be more consistent with State Code; revisions to the criminal disqualifying offenses provisions to remove several minor offenses from disqualifying persons from obtaining a daycare provider license; amendments to the child-provider ratio to increase daycare capacity (the City's ratios remain more restrictive than the State of Idaho's); and revision to the religious vaccination exemption to match State standards. Staff from the Police, Community Development, and Legal Departments participated in this process. Two public input sessions were held to accept comments regarding the proposed changes from daycare providers, parents, and the public. This was reviewed by the Administrative Committee on July 11, 2022, and forwarded to the full Council with no recommendation. The proposed ordinance was reviewed by the City Council on July 19, 2022, at which time the Council expressed concerns related to the minimum age for a daycare provider, the expanded family daycare size, and the proposed infant point allocation. Staff has revised the draft ordinance to address those specific items and conducted additional meetings with Idaho Stars program staff to ensure that the proposed changes were acceptable to all parties. The ordinance is now before the Council for consideration on second reading.

PROPOSED ACTIONS: Approve the Ordinance on second reading and under suspension of the rules requiring a third complete and separate reading, and that it be read by title and published by summary; or consider the Ordinance on second reading and that it be read by title; or reject the Ordinance; or take other action deemed appropriate.

7. Update to the 2016 Bike Route and Facilities Plan (ACTION ITEM) - Cody Riddle

The City's Bike Route and Facilities Plan was adopted by resolution in June of 2016. The plan identifies specific routes and treatments for bicycle facilities. Since adoption, City staff have been working to implement the plan, and to date a significant number of the improvements have been completed. City staff and leadership receive regular feedback, both positive and negative, on the impacts associated with the installation of bike facilities. Based on this, and knowledge gained through implementation and operation of facilities, staff presented a series of recommended changes to the Transportation Commission on August 11th and September 8th of 2022. The Commission unanimously supported the proposed changes. The Public Works and Finance Committee reviewed the changes on September 12th and recommended approval.

PROPOSED ACTIONS: Approve the resolution to adopt changes to the Bike Route and Facilities Plan; or take other action deemed appropriate.

REPORTS

City Council

Mayor

Staff

ADJOURN

NOTICE: It is the policy of the City of Moscow that all City-sponsored public meetings and events are accessible to all people. If you need assistance in participating in this meeting or event due to a disability under the ADA, please contact the City's ADA Coordinator by phone at (208) 883-7600, TDD (208) 883-7019, or by email at adacoordinator@ci.moscow.id.us at least 48 hours prior to the scheduled meeting or event to request an accommodation. The City of Moscow is committed to ensuring that all reasonable accommodation requests are fulfilled.

LEAGUE OF WOMEN VOTERS MOSCOW PROCLAMATION CELEBRATING 70 YEARS OF SERVICE TO THE COMMUNITY

- WHEREAS,** the League of Women Voters was founded in 1920 as a “mighty political experiment” by the foremothers of the suffragist movement at the National American Woman Suffrage Association, and;
- WHEREAS,** their goal was to help the 20 million women who were granted the right to vote by the 19th Amendment understand and carry out their new responsibility as voters, and;
- WHEREAS,** with the success of this effort and the tireless efforts over the last 100 years to strengthen and uphold its mission to empower voters and defend democracy, the League has become a trusted nonpartisan, grassroots organization, and;
- WHEREAS,** the League of Women Voters Moscow was founded in 1952 in support of the suffragist movement at the National American Woman Suffrage Association, and;
- WHEREAS,** the League of Women Voters Moscow currently has the largest membership in the State of Idaho, and;
- WHEREAS,** the League has sponsored legislation and fought in the courts to protect and strengthen voting rights and access, and for free and fair elections, civil rights, children, community health, and education, and;
- WHEREAS,** the League has consistently been noted for its nonpartisan election information, including sponsorship of candidate forums and information on state and local ballot issues, as well as its commitment to register, educate, and mobilize voters, and;
- WHEREAS,** the League champions government systems that are open, transparent, inclusive, and equitable, and;
- WHEREAS,** the League believes that active and engaged citizens, irrespective of gender, ethnicity, or political affiliation, are the hallmark of democracy.

NOW, THEREFORE, I, Art Bettge, Mayor for the City of Moscow, Idaho, do hereby proclaim September 19th, 2022, as

League of Women Voters Moscow Day

in the City. We honor and congratulate the League of Women Voters Moscow for their 70 years of service and commend the League for its significant contributions to empowering voters and making democracy work.



DATED this 19th day of September, 2022

Arthur D. Bettge, Mayor

Moscow City Council



Regular Meeting ~Minutes~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

Tuesday, September 6, 2022

7:00 PM

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

The meeting was called to order at 7:00 p.m.

PRESENT: Mayor Art Bettge, Sandra Kelly, Maureen Laflin, Hailey Lewis, Julia Parker, Gina Taruscio, Anne Zabala

STAFF: Bill Belknap, Mia Bautista, Cody Riddle, Amanda Argona, Mike Ray, Tyler Palmer, Laurie M. Hopkins

PLEDGE OF ALLEGIANCE

Council Member Zabala led the Pledge of Allegiance.

CONSENT AGENDA

1. All Consent Items (ACTION ITEM)

A. Approval of Moscow City Council August 15, 2022 Minutes - Laurie M. Hopkins

B. Lot Line Adjustment: 815 and 819 Courtney Street - Aimee Hennrich

The applicant, Rachael Scharnhorst, is requesting a lot line adjustment between two properties located at 815 and 819 Courtney Street. The proposed lot line adjustment would reduce the lot addressed as 819 Courtney Street from 10,018 sf to 10,007 sf and expand the lot addressed 815 Courtney Street from 14,290 sf to 14,301 sf. The applicant is requesting the lot line adjustment in order to accommodate the construction of a fence in the most logical location. Both lots currently have single family dwellings constructed upon them and are located within the Medium Density, Residential Zoning District (R-2). Within the R-2 Zoning District, the minimum lot area is 7,000 sf and the minimum lot width is 20 feet when adjacent to a cul-de-sac. The proposed lot line adjustment meets both of these standards and both dwellings will meet all setback requirements. This was reviewed by the Public Works/Finance Committee on August 22, 2022 and recommended for approval.

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

C. Lot Division and Lot Line Adjustment: 202 and 208 Henley Street - Aimee Hennrich

The applicant, Rusty Olps, is requesting a lot division and lot line adjustment to create three lots of approximately 5,000 sf, 6,142 sf, and 48,351 sf in size from two existing parcels of 8,224 sf and 51,833 sf in size. The properties are addressed as 202 and 208 Henley Street and 1110 S Main Street. The intention of the lot division is to create separate lots for the two existing duplexes at 202 and 208 Henley Street. The subject properties are located within the Multiple Family (R-4) Zoning District, which requires a minimum lot size of 5,000 square feet and a minimum lot width of 50 feet for two-family dwellings. All proposed lots meet the minimum lot area and width requirements of the R-4 Zone, and both structures will meet all setback requirements. This item was recommended for approval by the Public Works and Finance Committee with the condition that the roof structure currently connected to both duplexes at 202 and 208 Henley Street be removed in order to meet setback requirements.

ACTION: Approve the lot division and lot line adjustment request with the condition that the roof structure currently connected to both duplexes at 202 and 208 Henley Street be removed in order to meet setback requirements.

D. Paradise Pathway Lighting Project Bid Results - Nate Suhr / Cameron Lee

The City requested bid proposals for the illumination portion of the Paradise Pathway Lighting Project from three local contractors on August 8, 2022. The bid for the project includes the installation of approximately eighteen (18) lighted bollards and twenty-nine (29) overhead lighting fixtures along the Paradise Pathway between Main Street and Styner Avenue located in Moscow, Idaho. The Engineer's estimate for the project was \$155,400.00. The City received three bids on August 16, 2022 which ranged from \$168,764.00 to \$410,600.00, with Strom Electric Inc. being the low bidder at \$168,764.00. A bid tabulation is included in the Committee packet. This was reviewed by the Public Works/Finance Committee on August 22, 2022 and recommended for approval.

ACTION: Accept the bid from Strom Electric, Inc., award the contract in the amount not to exceed \$168,764.00, and authorize staff approval of construction change orders in an amount not to exceed 10% of the contract amount.

E. Logos Property Development Agreement - Todd Drage

On June 6, 2016, Logos School filed an application for a Conditional Use Permit (CUP) to construct a school and church on a 30-acre property located at 1515 N. Mountain View Road. The Moscow Board of Adjustment approved the CUP in August of 2016. The CUP detailed that the project would be completed sequentially in the following three phases: 1) public improvements to support the school and church, 2) the school and an assembly space, and 3) a gymnasium and a chapel. On September 9, 2021 the applicant filed to amend the existing CUP in order to modify the phasing of the project. The requested amended phasing entailed constructing the public improvements and a fellowship hall as phase I and II respectively; and, the school, church, and ancillary buildings would be constructed in phase III. The Board of Adjustment approved the amended CUP with the stipulation that, in order for phase I and phase II to be constructed concurrently, a security for the public improvements defined in phase I would need to be in place prior to commencing construction on the phase II fellowship hall. In order to accept said security, a development agreement is necessary to address the construction of the public improvements and the conditions for a security. The agreement included in the packet covers these items. This item was reviewed by the Public Works Finance Committee on August 22, 2022 and recommended for approval.

ACTION: Approve the Development Agreement with Faith Ministries Inc. for the Logos Property development.

F. Edington 1st Addition Development Agreement - Todd Drage

BBC LLC, has submitted to the City a final plat for the development of a property south of Palouse River Drive and the University of Idaho Arboretum. On June 07, 2021, the City Council approved the preliminary plat for this property. The final plat is titled Edington 1st Addition and will be presented for City Council approval on Tuesday, September 6, 2022. If the final plat is approved, a development agreement is necessary to address construction of public improvements, parkland dedication, and as-constructed drawings. The agreement included in the packet covers these items. This item was reviewed by the Public Works Finance Committee on August 22, 2022 and recommended for approval.

ACTION: Approve the Development Agreement with BBC LLC for the Edington 1st Addition.

G. Edington 1st Addition Monumentation Agreement - Todd Drage

BBC LLC, has submitted to the City a final plat for the development of a property south of Palouse River Drive and the University of Idaho Arboretum. On June 07, 2021, the City Council approved the preliminary plat for this property. The final plat is titled Edington 1st Addition and will be presented for City Council approval on Tuesday, September 6, 2022. If Council approves the final plat, the interior property corners will not be set until after the final plat has been filed, the earthwork has been completed, and the utilities have been installed. In such instances, an agreement obligating the establishment of these interior corners is required by Idaho Code. This item was reviewed by the Public Works Finance Committee on August 22, 2022 and recommended for approval.

ACTION: Approve the monumentation agreement with BBC LLC for Edington 1st Addition.

H. Edington 1st Addition Final Plat - Mike Ray

On June 7, 2021, Moscow City Council approved the Edington 1st Addition preliminary plat with one condition. On June 16, 2022, the applicant submitted the final subdivision plat to be reviewed by the Planning and Zoning Commission and City Council. The Planning and Zoning Commission reviewed the final subdivision plat at their meeting on July 27, 2022 and recommended approval to City Council. This item was reviewed by the Public Works Finance Committee on August 22, 2022 and recommended for approval.

ACTION: Approve the Edington 1st Addition Final Plat.

I. Palouse Groundwater Basin Water Alternatives Supply Contract Extension - Tyler Palmer

The City of Moscow is administering a contract with Alta Science and Engineering Inc. on behalf of the Palouse Basin Aquifer Committee (PBAC). The contract is for continued work toward the selection and implementation of an alternate supply water project. At their meeting on July 28, 2022, PBAC approved an extension of the contract to facilitate Alta's support of the project as it enters a public involvement phase. The work will be billed on a time and materials basis not to exceed \$50,000. The City will invoice PBAC for the entire amount, and reimburse any funds not expended. This was reviewed by the Public Works/Finance Committee on August 8, 2022 and recommended for approval.

ACTION: Approve the contract extension with Alta Science and Engineering Inc. as presented.

Taruscio moved and Laflin seconded to approve the consent agenda as presented. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

REGULAR AGENDA

2. Mayors Appointments (ACTION ITEM)

Mayor Bettge presented to the City Council for consideration the appointment of Eli Jones to the Human Rights Commission and Jerry Schutz to the Board of Adjustment Commission. Kelly moved and Parker seconded approval of the appointments. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried. Jones said he applied because there was a need for students to be on city commissions. Schutz said he has previously spent 10 years on P&Z and time has freed up so can volunteer again.

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

None offered.

4. Citizen Commission Report - Moscow Farmers Market - Amanda Argona / Jamie Hill

Argona introduced Jamie Hill, Chair of the Commission. Hill provided the mission and a list of members. Rapid Market Assessments will be completed again this season. During the National Farmers Market

Week, the Commission rolled out new branding for the Market, including merchandise that can be purchased. The Halloween costume contest is scheduled for the last Market.

5. Clearwater Economic Development Association Report - Dodd Snodgrass

The Clearwater Economic Development Association will provide a report on recent projects and economic development activities.

PROPOSED ACTIONS: Accept Report

Belknap introduced Dodd Snodgrass, Executive Director of CEDA. Snodgrass said CEDA is the longest running economic development organization west of the Mississippi at 54 years. It engages in workforce development; youth environmental groups; Dream It. Do It. youth program; business development; community development and broadband. Dodd gave a few details on each.

6. PUBLIC HEARING: Proposed Rezone of a 10-acre Property Located Directly North of the Current Terminus of War Bonnet Drive (ACTION ITEM) - Mike Ray

The applicant, the Estate of Kathleen J. Montgomery, is requesting the rezone of a 10-acre property located directly north of the current terminus of War Bonnet Drive. The parcel is currently zoned Motor Business (MB) which the applicant is proposing to rezone to the Multiple Family Residential (R-4) Zone. The Planning and Zoning Commission conducted a public hearing on August 10, 2022 and recommended approval of the rezone request with one condition.

PROPOSED ACTIONS: Conduct the public hearing and upon consideration of any testimony received, approve the proposed Zoning Ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary and adopt the Planning and Zoning Commission Reasoned Statement of Relevant Criteria; or consider the Zoning Ordinance on first reading; or reject the Zoning Ordinance and direct staff to prepare a Reasoned Statement of Relevant Criteria; or take such other action deemed appropriate.

Mayor Bettge opened the public hearing at 7:34 p.m.

Ray introduced the item as written above and described the neighborhood. Utilities are developed through the entire subject property so that they are ready for the next development. The area north of A Street was all zoned R-4 until Gritman Medical Center was approved for a rezone to MB for the development north of Walmart. The land trust provided no comments on the proposal.

Cody Moore, attorney for Estate of Kathleen Montgomery, said the property has been for sale for 3 years as MB and has not sold. He doesn't feel it will have an impact on the conservation easement.

Mayor Bettge asked for public testimony. Hearing none, he closed the hearing at 7:44 p.m.

Taruscio moved to approved the zoning ordinance Laflin seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Mayor Bettge read Ordinance 2022-12 by title:

AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE ZONING OF A TEN (10) ACRE PROPERTY, DESCRIBED IN SECTION 2, AS MULTIPLE FAMILY RESIDENTIAL (R-4); PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE BE DEEMED SEVERABLE; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

7. PUBLIC HEARING: Anderson 7th Addition Subdivision Request to Eliminate a Condition of Approval (ACTION ITEM) - Mike Ray

Moscow City Council conducted a public hearing on June 21, 2021 to consider the request of Jim Swift for a preliminary subdivision plat for a 5.88-acre area of land located at 2075 Sunnyside Ave and 706 W Palouse River Drive, referred to as Anderson 7th Addition. The Council subsequently approved the preliminary subdivision plat with three conditions. On June 22, 2022, the developer of the subdivision submitted a request to eliminate one of the original conditions of approval that vehicular access to Block 2, Lot 7 shall be limited to Sunnyside Avenue and no vehicular access shall be permitted from Palouse River Drive. The Planning and Zoning Commission conducted a public hearing on July 27, 2022 and recommended modification of the existing condition of approval.

PROPOSED ACTIONS: Conduct the public hearing and upon consideration of any testimony received, modify the existing condition of approval and adopt the Planning and Zoning Commission's written decision; or eliminate the existing condition of approval and direct Staff to prepare a written decision; or retain the existing condition of approval and direct Staff to prepare a written decision; or take such other action deemed appropriate.

Ray introduced the item as written above and gave a brief history of the June 2021 approval including the three conditions. The developer stated that block 2 is planned as commercial use and access from Sunnyside Avenue would cause a disruption if accessed as currently proposed. The grading of the property will result in Lot 7, Block 2 being significantly lower than the lots adjacent to Sunnyside Avenue. Staff initially recommended that all access come from Sunnyside Avenue because it was anticipated that the future use of the property would be residential and introducing a residential driveway approach onto Palouse River Drive which is designated as a minor arterial was a concern. A commercial use that would be developed on the property would need to develop a parking lot that would meet City parking lot standards, which would allow for the proper maneuvering of vehicles

Mayor Bettge opened the hearing at 7:53 p.m. and asked for testimony in favor of the application.

Scott Becker, Hodge and Associations, representing the applicant, said at the neighborhood meeting they received support for the change. One written testimony in opposition was also received. As the property is still zoned R-4, the lot would most likely have an office building constructed.

Dwight Brown (Moscow) stated his concern is extra traffic in the Sunnyside neighborhood should the property only have access onto Sunnyside. He feels there is better access from Palouse River Drive.

Mayor Bettge invited testimony in opposition and general testimony. Hearing none, he closed the hearing at 7:57 p.m.

Parker is concerned about more driveways onto Palouse River Drive. Parker moved to deny the elimination of the condition. The motion died for the lack of a second.

In response to questions, Becker stated the lot has significant grading difference from the northern lots and also a perceived conflict of a commercial driveway between two residences. The preference is to grade the lot so a building would sit below the residences.

Lewis moved to modify the exiting condition of approval and adopt the P&Z written decision with the additional stipulation that if a commercial lot is built, no flag pole access is needed. Kelly seconded. Roll Call Vote: Ayes: Five (5). Nays: One (Parker). Abstentions: None. Motion carried.

8. Palouse Basin Water Alternative Study - Tyler Palmer

In April of 2020, the Palouse Basin Aquifer Committee (PBAC) contracted with Alta Science and Engineering to continue work on identifying feasible water supply projects for the Palouse Basin. The work has been completed and PBAC is presenting to City Council the final report document along with recommendations.

PROPOSED ACTIONS: Accept the report and take action as deemed appropriate.

Palmer presented a history of the aquifer and past proposed solutions. Wells 2 and 3 are part of Wanapum and the other wells pull from the Grand Rhonde. The communities have been very successful on reducing and conservation of water but the aquifer is still dropping. See attached presentation for more history.

Saline Accord, PBAC Executive Director, went through the alternatives the Committee has identified. See presentation for specifics.

The modified alternative 4 takes elements from Alternative 2, 3 & 4. This option is direct use 4-8 months of the year and water could be stored up and used during the winter months. This option also does not transfer water across state lines and is the less expensive option. A growth increase of one percent annually is anticipated. Included in the need projection is a 30% quantity to stabilize the aquifer and then includes the demand projected at 1% growth. There is preliminary flow data for this alternative but it would need to be refined if modified alternative 4 is chosen.

Palmer said they have preliminary flow data on the creeks and channels which determines when flow is coming and would need to be refined within the next steps. Laflin is concerned about the rural communities and their buy-in for conservation. Palmer responded Latah County used some of the ARPA funds to a county conservation program. Because we have dry agriculture, the circumstances are unique as it is seen as an urban program. This makes outreach to the surrounding communities is very important. Positive momentum is a priority and there are options that could pivot the chosen alternative. Modified alternative 4 gives the best opportunity for achievable projects that work through data gaps and the option for altering the path. Climate change was part of the initial analysis and will continue to be included in the refining process.

Kara Hailey, (City of Pullman, chair of PBAC) added this is the best path forward at this point but acknowledge there are uncertainties that may need to be reviewed.

Accord went through the next steps which include types of conservation; refinement of data and fact finding; funding and grants; and community outreach. In answer to council questions, Palmer said this is a multi-year process in order to get through refinement, selection, and then design process which will look at robust issues. Anticipation for the formal process would be 3-5 years. There is some funding if the hiring of a consultant is recommended.

Parker moved, Taruscio seconded to accept the report. The Council members mutually agreed to accept the report.

REPORTS

City Council

Human Rights Commission – Kelly said it is inclusive communities' month.

Historic Preservation Commission – Kelly said the Commission is working on the orchid awards.

Moscow Urban Renewal Agency – Laflin said the Agency discussed Legacy Crossing and voted to give 60 days to submit a plan and another 30 days to be approved by the board.

Parks and Recreation Commission – Zabala said the Commission named the pickleball courts the Damon Burton Pickleball Courts. They also discussed the phases of strategic planning and projects.

Palouse Basin Aquifer Committee – Taruscios said the report covered their discussions.

Sustainable Environment Commission – Parker said the Commission is working on ideas for the \$20,000 budgeted for climate issues.

Council members reported on other meetings and events.

Mayor

Mayor Bettge said he attended the appreciation picnic; chamber auction; and other events. He met with Senator Crapo regarding interfacing between cities, State and the Federal governments. He attended the airport board meeting where the Board received an additional quote total of \$45 million in which the majority of the cost is the apron, not the terminal building.

Staff

No report.

ADJOURN

It was moved, seconded and mutually agreed upon to adjourn at 9.09 p.m.

Arthur D. Bettge, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

CITY COUNCIL STAFF REPORT

DATE: Monday, September 19, 2022



AGENDA ITEM TITLE

Disbursement Report August 2022 - Sarah Banks

RESPONSIBLE STAFF

Sarah Banks, Finance Director

REVIEWED BY

The Committee received the report and approved the disbursements as presented.

ADDITIONAL PRESENTER(S) OTHER RESOURCES

DESCRIPTION

Accounts Payable Report for the month ending August 31, 2022. A summary of the major expenditures has been approximated by category and represents 94% of the total expenditure of \$2,801,084.69.

Payroll	\$1,275,924.00
Professional Services	\$93,170.00
Sanitation	\$331,212.00
Capital Outlay	\$105,925.00
Capital Outlay - Improvements	\$222,455.00
Capital Outlay - Buildings	\$96,610.00
ARPA Covid Grants	\$25,000.00
Supplies	\$174,214.00
Utilities	\$72,119.00
Contractual Payments	\$200,019.00
ACH Wells Fargo	\$47,431.00
Total	\$2,644,079.00

STAFF RECOMMENDATION

Accept the Disbursements Report for the month of August 2022.

PROPOSED ACTIONS

ACTION: Accept the Disbursements Report for the month of August 2022.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Disbursement Report August 2022
2. August 2022 Revenue Report
3. Cash & Investments Aug 2022
4. Major Expenditures Report for August 2022

DISBURSEMENTS REPORT FOR AUGUST 2022											
DATE	FUND NAME	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	WELLSFARGO CC ACH	ACH	VOID CHECKS	PAYROLL	PAYROLL	GRAND TOTALS
BATCH #		8/4/2022	8/11/2022	8/18/2022	8/25/2022	8/15/2022 8/31/2022 AP 8.12.2022 AP 8/26/2022	8/11/2022	8/18/2022	8/12/2022	8/26/2022	
CHECK #'s		102439-102513	102514-102611	102612-102695	102696-102759	August's CC ACH's	August's ACH's	102611	21538	21539-21540	
Fund #											
101	GENERAL	212,738.05	18,637.93	25,898.52	10,127.54	20,333.12		(176.00)	330,040.10	357,396.68	974,995.94
105	STREETS	6,552.80	27,008.42	9,519.87	212.80	229.36			28,131.28	28,353.55	100,008.08
120	RECREATION AND CULTURE	30,201.67	28,832.89	17,737.07	9,999.34	14,685.34			118,177.67	114,455.97	334,089.95
121	MSD COMM. PLAY FIELDS		484.00	540.36					4,272.84	3,522.65	8,819.85
123	1912 CENTER	10,750.00									10,750.00
128	TRANSIT CENTER	239.05	6.18								245.23
220	WATER	29,880.48	99,193.12	3,902.18	27,398.54	936.84			42,011.69	43,572.03	246,894.88
230	SEWER	2,259.88	87,334.21	3,443.52	9,524.51	2,010.36	18,131.38		47,302.97	49,935.43	219,942.26
235	STORMWATER	36,978.35	35,917.53	863.48	47.50	2,908.25			12,652.40	13,019.51	102,387.02
240	SANITATION		102,862.55	24,407.72	506.58	219.97	186,857.02		8,975.84	9,119.52	332,949.20
290	FLEET	10,310.38	19,366.17	3,545.27	12,649.11	216.00			12,668.31	12,167.52	70,922.76
295	INFORMATION SYSTEMS	900.00	17,762.77	306.25	4,624.00	5,794.13			21,754.90	18,393.64	69,535.69
320	WATER CAPITAL PROJECTS			2,698.56	174,127.98						176,826.54
330	SEWER CAPITAL PROJECTS			450.00							450.00
335	STORMWATER CAPITAL PROJECTS										0.00
340	SANITATION CAPITAL PROJ										0.00
350	CAPITAL PROJECTS		16,759.49	2,393.14	133,017.47	97.19					152,267.29
355	LID CONSTRUCTION										0.00
380	HAMILTON - PARKS & REC										0.00
590	BONDS & INTEREST										0.00
	TOTAL	340,810.66	454,165.26	95,705.94	382,235.37	47,430.56	204,988.40	(176.00)	625,988.00	649,936.50	2,801,084.69

Maureen Laflin

Sarah L. Banks, Finance Director

Gina Taruscio

Hailey Lewis

RECEIPTS REPORT FOR AUGUST 2022

RECEIPTS REPORT FOR AUGUST 2022												
FUND NAME		Taxes	Franchise Fees	Licenses & Permits	Intergovernmental	Charges for Services	Fines & Penalties	Investment Income	Refunds & Reimbursements	Contributions & Donations	Other	Grand Total
Fund #												
101	GENERAL	67,579.08	102,918.68	88,742.68	114,564.00	137,257.79	14,054.21	85,962.66	45,842.01	2,500.00	4,477.67	663,898.78
105	STREETS	9,537.92	0.00	0.00	0.00	22,535.41	0.00	0.00	1,842.98	0.00	0.00	33,916.31
120	RECREATION AND CULTURE	0.00	0.00	0.00	0.00	82,377.44	0.00	0.00	-1,797.80	6,497.50	6.00	87,083.14
121	MSD COMMUNITY PLAY FIELDS	0.00	0.00	0.00	5,721.92	0.00	0.00	0.00	0.00	0.00	0.00	5,721.92
123	1912 CENTER	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
128	TRANSIT CENTER	0.00	0.00	0.00	0.00	1,510.82	0.00	0.00	0.00	0.00	0.00	1,510.82
220	WATER	0.00	0.00	0.00	0.00	780,112.51	0.00	360.62	2,117.61	0.00	0.00	782,590.74
230	SEWER	0.00	0.00	0.00	0.00	633,247.17	0.00	2,632.35	4,148.01	0.00	0.00	640,027.53
235	STORMWATER	0.00	0.00	0.00	0.00	46,543.02	0.00	0.00	0.00	0.00	0.00	46,543.02
240	SANITATION	0.00	0.00	0.00	0.00	478,254.45	0.00	0.00	0.00	0.00	0.00	478,254.45
290	FLEET	0.00	0.00	0.00	0.00	75,896.29	0.00	0.00	0.00	0.00	0.00	75,896.29
295	INFORMATION SYSTEMS	0.00	0.00	0.00	0.00	118,153.00	0.00	0.00	0.00	0.00	0.00	118,153.00
320	WATER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
330	SEWER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
340	SANITATION CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
350	CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	7,354.57	0.00	0.00	0.00	7,354.57
355	LID CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
380	HAMILTON P&R	0.00	0.00	0.00	0.00	0.00	0.00	1,945.75	0.00	0.00	0.00	1,945.75
590	BOND & INTEREST	10,748.13	0.00	0.00	0.00	0.00	0.00	693.63	0.00	0.00	0.00	11,441.76
595	LID FUNDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL		87,865.13	102,918.68	88,742.68	120,285.92	2,375,887.90	14,054.21	98,949.58	52,152.81	8,997.50	4,483.67	2,954,338.08

City of Moscow
Cash and Investments
Balances as of 8/31/2022

Fund		Year to Date Balance
General Fund	\$	13,023,683.95
Street Fund	\$	3,758,102.93
Culture & Recreation	\$	1,492,013.35
MSDCPF	\$	215,752.04
1912 Fund	\$	62,627.84
Transit Center	\$	112,020.91
Water Fund	\$	2,777,002.62
Sewer / WRRF	\$	4,121,079.14
Stormwater	\$	112,076.04
Sanitation Fund	\$	3,420,225.71
Fleet Fund	\$	5,736,404.02
Information Systems	\$	5,091,948.13
Water Capital	\$	6,859,480.59
Sewer Capital	\$	16,758,765.35
Stormwater Capital	\$	442,001.72
Capital Projects	\$	6,880,618.11
Sanitation Capital	\$	7,133,796.75
LID construction	\$	26,740.88
Hamilton	\$	788,776.71
Bond & Interest	\$	412,431.27
LID Funds	\$	35,611.11
Payroll Service	\$	1,169,452.15
Total Cash & Investments	\$	80,430,611.32

Sanitation

			Major Expenditures	\$ 2,644,079.64	94%	of the total expenditures of	\$2,801,084.69
Large Expenditures							
Givens Pursley, LLC	\$ 21,405.00	Hach Company	\$ 39,204.20	Whitcom 911		\$ 174,585.00	
Legal Services		Total Phosphorus - P04 Analyzer		User fees July 2022 - Semptember 2022			
M.L. Albright & Sons, Inc.	\$ 138,468.18	Metroquip, Inc.	\$ 33,145.00	H.D Fowler Company		\$ 54,234.34	
Taylor Booster Station Loop and Supply Line Upgrade		JetScan 2.0 camera and Quick View Air HD System		Service line materials for Eddington			
H.D Fowler Company	\$ 35,122.20	Palouse-Clearwater Environmental	\$ 25,000.00				
6th and Mtn. View water line project		ARPA Non-Profit Recovery Grant Agreement 2022-088					
						Large Expenditures total:	\$ 521,163.92

COMMITTEE STAFF REPORT

DATE: Monday, September 19, 2022



RESPONSIBLE STAFF

Bill Belknap, City Supervisor

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

N/A

AGENDA ITEM TITLE

Idaho Airport Aid Program - Grant Agreement - Bill Belknap

DESCRIPTION

The Pullman-Moscow Regional Airport has applied for a grant from the Idaho Transportation Department - Division of Aeronautics from the Idaho Airport Aid Program for the construction of a new airport terminal. The grant request has been awarded for \$100,000 with a required project completion date of June 20, 2026. The attached Resolution authorizes the acceptance of the award in accordance with all Federal, State, and Local regulations and the execution of the Grant Agreement by the Mayor. This item was reviewed by the Public Works/Finance Committee on September 12, 2022, and recommended for approval.

STAFF RECOMMENDATION

Approval to authorize acceptance of the Idaho Airport Aid grant award of \$100,000 from the Idaho Transportation Department - Division of Aeronautics and approve the corresponding Resolution.

PROPOSED ACTIONS

ACTION: Approve authorization acceptance of the Idaho Airport Aid grant award of \$100,000 from the Idaho Transportation Department - Division of Aeronautics and approve the corresponding Resolution.

FISCAL IMPACT

State Funding from Leading Idaho Initiative - no local match required.

PERSONNEL IMPACT

N/A

ATTACHMENTS

1. ITD.DA Grant Offer Letter
2. Resolution 2022 -Airport Grant Acceptance with Attachment_final



IDAHO TRANSPORTATION DEPARTMENT

Division of Aeronautics
3483 Rickenbacker Street
itd.idaho.gov/aero

(208) 334-8775
Boise ID 83705

September 6, 2022

Art Bettge
Mayor City of Moscow
PO Box 9203
Moscow, ID 83843

**GRANT AGREEMENT - IDAHO AIRPORT AID PROGRAM
STATE FISCAL YEAR-23 for the Pullman-Moscow Regional Airport
FS PROGRAM NUMBER: L238PUW**

PROJECT DESCRIPTION: Construct Terminal

Dear Mayor,

The Idaho Division of Aeronautics is pleased to offer your airport this grant to assist in financing improvements to your airport during State FY-23. Enclosed is an electronic copy of the Grant Offer for the Idaho Airport Aid Program. Please read this letter and Grant Offer carefully.

To properly enter into this agreement, you must do the following:

- Provide authority to execute the grant to the individual signing the grant
- Have the City Council ratify both the Grant Agreement and the City Resolution
- Authorized representative must execute the grant no later than November 30, 2022
- A final, .pdf copy of the grant will be e-mailed once all parties have signed
- Please have the City Clerk attest to and sign

To ensure proper stewardship of State funds, you are expected to submit payment requests for reimbursement of allowable incurred expenses in accordance with project progress. Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status, which will affect your ability to receive future grant offers.

Each payment request for reimbursement will include the following items:

- Request for Reimbursement letter stating FS Program #, request #, invoice total, and reimbursement requested
- Applicable Invoices/Outlay Reports

I look forward to working with the City on this project. If you have any questions regarding the acceptance of this grant, please call me at (208) 334-8640.

Sincerely,

Jennifer L. Schildgen

Jennifer L. Schildgen
Airport Planning and Development Manager

RESOLUTION NO. 2022 – ____

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ACCEPTING THE GRANT OFFER OF ONE HUNDRED THOUSAND DOLLARS (\$100,000) FROM THE STATE OF IDAHO THROUGH THE IDAHO TRANSPORTATION DEPARTMENT, DIVISION OF AERONAUTICS; PROVIDING THAT THIS RESOLUTION SHALL BE IN EFFECT UPON ITS PASSAGE, AND APPROVAL.

WHEREAS, the City jointly operates the Pullman-Moscow Regional Airport with the City of Pullman, in accordance with applicable Federal, State, and Local regulations; and

WHEREAS, the City of Moscow has received a grant offer from the State of Idaho under the Idaho Airport Aid Program for the development of the Pullman-Moscow Regional Airport; and

WHEREAS, said grant offer requires acceptance from the City of Moscow via Resolution;

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

SECTION 1: All matters stated above are found to be true and correct and are incorporated herein by reference as if copied in their entirety and shall be adopted with the following sections of this Resolution.

SECTION 2:

1. That the City of Moscow shall accept the Grant Offer of the State of Idaho in the amount of \$100,000, for the purpose of obtaining State Aid under FS program Number: L238PUW, Project Number: SP-PUW-01 in the development of the Pullman-Moscow Regional Airport; and
2. That the Mayor of the City of Moscow is hereby authorized and directed to sign the Statement of Acceptance of said Grant Offer on behalf of the City of Moscow as detailed in Attachment A, the City Clerk is hereby authorized and directed to attest the signature of the Mayor and to impress the official seal of the City of Moscow on the aforesaid Statement of Acceptance; and
3. That a true copy of the Grant Agreement referred to herein be attached hereto and made a part thereof.

SECTION 3: SEVERABILITY. Provisions of this Resolution shall be deemed severable and the invalidity of any provision of this Resolution shall not affect the validity of the remaining provisions.

SECTION 4: EFFECTIVE DATE. This Resolution shall be effective upon its passage and approval.

PASSED on Motion by the Following Vote:

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

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

Arthur D. Bettge, Mayor

CERTIFICATION and ATTESTATION. I hereby certify that the above is a true copy of a Resolution passed at a regular meeting of the City Council, City of Moscow, held on _____, 2022 and attest to the Mayor's signature.

Laurie M. Hopkins, City Clerk

ATTACHMENT A

GRANT AGREEMENT IDAHO AIRPORT AID PROGRAM STATE FISCAL YEAR-23

TO: City of Moscow, Idaho
(Hereinafter referred to as the "SPONSOR")

FROM: The State of Idaho, acting through the IDAHO TRANSPORTATION DEPARTMENT, DIVISION OF AERONAUTICS
(Hereinafter referred to as the "STATE")

WHEREAS, the SPONSOR has submitted to the STATE an application for assistance from the Idaho Airport Aid Program for development of the Pullman-Moscow Regional Airport, together with the planning proposal or plans and specifications for the project. The STATE approved the application and it is hereby incorporated herein and made a part thereof:

WHEREAS, the Idaho Transportation Board has approved a project for development of the airport consisting of the following described airport development:

Project Description: Construct Terminal
FS Program Number: L238PUW
Project Number: SP-PUW-01

NOW THEREFORE, for the purpose of carrying out the provisions of the Uniform State Aeronautics Department Act; Title 21 of the Idaho Code,, as amended, and in consideration of the SPONSOR acceptance of this offer, as hereinafter provided, the STATE hereby agrees to pay, as its share of the costs incurred in accomplishing the project, not more than a lump sum amount of \$100,000.

This Grant incorporates the following terms and conditions:

1. The STATE affirms that:
 - A. The maximum obligation of the STATE payable under this Grant shall be \$100,000.00.
 - B. This grant expires on June 30, 2026 and the STATE shall have no further obligation after that date.
2. The SPONSOR shall:
 - A. The Airport Sponsor agrees to comply with the regulations relative to non-discrimination in State assisted programs of the Idaho Transportation Department.
 - B. Diligently and expeditiously complete this project by June 30, 2026 and likewise pursue appropriate measures as may be agreed upon by the SPONSOR and the STATE to remedy project delays, including but not limited to litigation or condemnation.
 - C. Carry out and complete the project in accordance with the plans, specifications, and property map, incorporated herein, as they may be revised or modified, with approval of the STATE.

- D. Competitively bid all contracts for construction involved in this project in accordance with bidding procedures outlined in Idaho Statute Title 67, Chapter 92 of the Idaho Code and Title 2 CFR part 200 and provide solicitation documentation to the STATE.
- E. In connection with the acquisition of real property for the project, secure at least two written appraisals by licensed appraisers and not pay in excess of the highest appraisal without the written consent of the STATE or except as directed by a court of competent jurisdiction after a contested trial and a judgment not resulting from agreement between the parties.
- F. No State funds will be paid to the SPONSOR in any case until it certifies in writing that it has funds available and will spend at least the amount designated for this project in the Grant Agreement, solely for the project in question.
- G. The SPONSOR agrees to hold said airport open to the flying public for the useful life of the facilities developed under this project.
- H. The SPONSOR shall grant no exclusive use or operating agreements, to any person, company, or corporation. Failure to abide by such agreement shall automatically obligate the immediate and full return of all State of Idaho money expended on behalf of the project to the State of Idaho.
- I. Agrees to fulfill the FAA assurances applicable to this project and follow the requirements in 49 USC 471 Airport Development. (Only applies to FAA funded projects)
- J. Agrees to follow and include applicable FAA required contract terms to any associated contracts granted in association with this grant. (Only applies to FAA funded projects)
- K. Submit with this accepted Grant Agreement the full name of the local Project Manager/Inspector along with full contact information including work phone number, cell phone number, fax number, email address, and postal mailing address. Also include a job related contact that will know the whereabouts of and can contact the Project Manager/Inspector quickly for Grant related matters.
- L. Use the provided "Project List and Submittals" form to monitor the project's progress. The SPONSOR will submit the form when submittals are made, and provide the completed form, along with the reports, as part of the closeout documents.
- M. Such allocation agreement shall become effective upon the SPONSOR acceptance of this offer and shall remain in full force and effect throughout the useful life of the facilities developed under the project but in any event not to exceed twenty (20) years from the date of acceptance.
- N. Said offer and acceptance shall comprise allocation agreement, constituting the obligation and rights of the State of Idaho and the SPONSOR with respect to the accomplishment of the project and the operation and the maintenance of the airport.
- O. SPONSOR must develop the airport in accordance with current Idaho Division of Aeronautics design and construction standards.
- P. SPONSOR cannot allow any activity or action on the airport that would interfere with its use for airport purposes.

- Q. SPONSOR must allow all types, kinds, and classes of aeronautical activities use the airport. This includes such activities as parachute jumping and ultralight vehicles. One possible reason for not allowing an aeronautical activity on the airport is if it cannot be conducted safely. The final safety determination is the responsibility of the Idaho Division of Aeronautics.
 - R. SPONSOR must allow people to service their own aircraft according to all applicable Federal Aviation Regulations (FARs). IDAPA 39.04.01
 - S. All revenue generated on the airport by the Sponsor will be used for airport purposes only.
 - T. SPONSOR should have a master plan or an airport or heliport layout plan to be eligible for participation in the allocation program. The plan must be accepted by the Division of Aeronautics. IDAPA 39.04.01
 - U. SPONSOR will have proof of ownership or lease of all land upon which any project is proposed in order to protect the investment of public funds.
 - V. SPONSOR will have compatible land use and height zoning for the airport to prevent incompatible land uses and the creation or establishment of structures or objects of natural growth which would constitute hazards or obstructions to aircraft operating to, from, on, or in the vicinity of the subject airport. Idaho Statute 67-6508q
 - W. That any Exclusive Operating or Use Agreement shall Automatically Obligate the Immediate and full Return of all State of Idaho money expended in behalf of the Project to the State of Idaho.
 - X. SPONSOR will maintain a fee and rental structure for services and facilities at the airport which will make the airport as self-sustaining as possible taking into account such factors as the volume of traffic and economy of collection. The Division of Aeronautics can provide assistance with establishing the structure base.
 - Y. SPONSOR is required to make selection for professional engineering or construction management pursuant to Idaho Code Title 54 and will provide evidence of based selection to the Division of Aeronautics. Idaho Code 67-2320
- 3. The allowable costs of the project shall not include any costs determined by the STATE to be ineligible.
 - 4. The STATE reserves the right to amend or withdraw this offer at any time prior to its acceptance by the SPONSOR.
 - 5. This offer shall expire and the STATE shall not be obligated to pay any part of the costs of the project unless the final agreement has been accepted by the SPONSOR on or before November 30, 2022 or such subsequent date as may be prescribed in writing by the STATE.

Except for those projects receiving both State and Federal Aid (submit copies of FAA Application and Agreement), the following inspection schedule, and reporting system is required:

6. Inspection Schedule and Reporting System:

Inspection Schedule and Reporting System will vary for each project. The SPONSOR must make reports and be subject to inspections on the following schedule:

- A. SPONSOR shall report project commencement date.
- B. SPONSOR shall make quarterly reports during construction.
- C. SPONSOR shall receive approval prior to any change in the scope of the project.
- D. SPONSOR shall report project completion date and request final inspection and payment.
- E. STATE may participate in the final inspection and shall sign off the project as completed.
- F. STATE may arrange for audit of account in accordance with regularly scheduled audit program.

The execution of this instrument by the SPONSOR and ratification and adoption of the project application incorporated herein provides proof of the Sponsors commitment, as hereinafter provided. Said offer and acceptance shall comprise allocation agreement, constituting the obligation and rights of the State of Idaho and the SPONSOR with respect to the accomplishment of the project and the operation and the maintenance of the airport. Such allocation agreement shall become effective upon the SPONSOR acceptance of this offer and shall remain in full force and effect throughout the useful life of the facilities developed under the project but in any event not to exceed twenty (20) years from the date of acceptance.

STATE OF IDAHO, ITD
Division of Aeronautics

By: 
Jeffrey L. Marker, Administrator

ACCEPTANCE

THE SPONSOR DOES HEREBY RATIFY AND ADOPT ALL STATEMENTS, representations, warranties, covenants, and agreements contained in the project application and incorporated materials referred to in the foregoing offer and does hereby accept said offer and by such acceptance agrees to all of the terms and conditions thereof.

Executed this ____ day of _____, 2022.

By: _____
Art Bettge, Mayor
City of Moscow

COMMITTEE STAFF REPORT

DATE: Monday, September 19, 2022



RESPONSIBLE STAFF

Aimee Hennrich, Planner I

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Proposed Lot Division at 411 E Seventh Street - Aimee Hennrich

DESCRIPTION

The applicant, Donald Anderson, is requesting a lot division to create two lots of approximately 7,430 sf and 5,425 sf in size from one existing parcel of 12,855 sf in size. The intention of the lot division is to create a separate buildable lot from the existing house at 411 E Seventh Street so that both lots can be sold individually.

The subject property is located within the Multiple Family (R-4) Zoning District, which requires a minimum lot size of 5,000 square feet and a minimum lot width of 50 feet for single-family dwellings. Both proposed lots meet the minimum lot area and width requirements of the R-4 Zone, and the existing single family dwelling will meet all setback requirements.

STAFF RECOMMENDATION

Approve the lot division request with the condition that the carriage house located on the new lot be removed in order to meet zoning requirements.

PROPOSED ACTIONS

ACTION: Approve the lot division request with the condition that the carriage house located on the new lot be removed in order to meet zoning requirements.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Application Materials.1
2. NPM LUP2022-0029 - 411 E Seventh Street LD - PWF 09-12-22
3. Anderson, Don EXHIBIT

August 25, 2022

City of Moscow
206 E. Third Street
Moscow, ID 83843

Dear Mayor and City Council Members,

We are submitting the following documents and requesting approval to divide the property from the Estate of our mother, Bernice E. Anderson, deceased, located at 411 East 7th St., Moscow, ID.

As co-executors, we would like to be able to sell the two proposed lots separately to settle her estate as soon as possible.

Please let us know if there is any other information that you need for your consideration.

Sincerely,



Donald A.C. Anderson, P.O.A.
322 Susan Street
Moscow, ID 83843
208-301-4069



Connie A. Anderson-Chalker, P.O.A.
103 N. Cleveland St.
Moscow ID 83843
208-301-8146



LOT 1

The East 60 ft of Lot 1 (one) and the East 60 feet of the North half of Lot 2 (two), Block 4 McGregor's Second Addition to the City of Moscow as Shown by the recorded plat thereof.

Also The North 15 feet of the South 25' of The East 65 feet of Lot 2, Block 4 McGregor's Second Addition to the City of Moscow as Shown by the recorded Plat thereof.

LOT 2

The South 10 feet of The East 65 feet of Lot 2; The East 65 feet of Lot 3; The North 30 feet of the East 65 feet of Lot 4; The South 20 feet of the North 25 feet of the West 83 feet of Lot 4; Block 4, McGregor's Second Addition to the City of Moscow, as Shown by the recorded plat thereof.



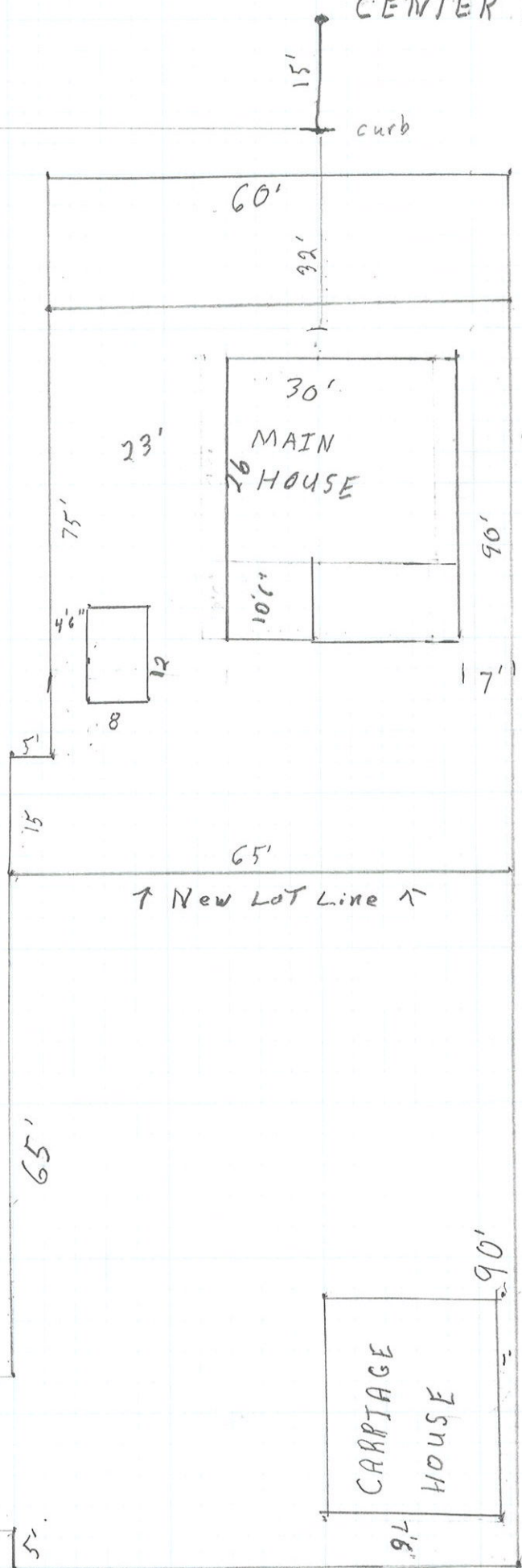
N ↑

7th STREET

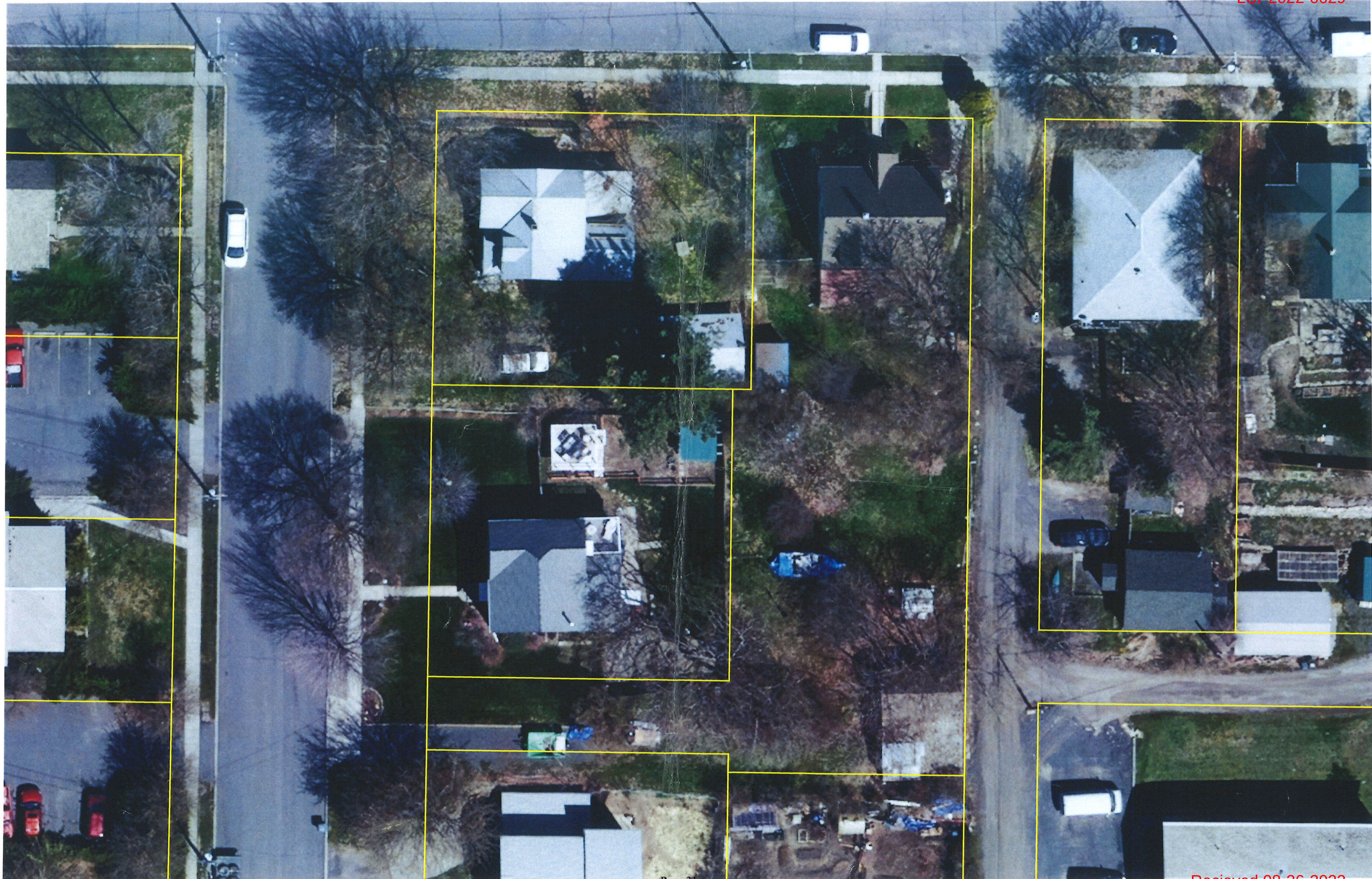
CENTER 7th



ADAMS STREET



ALLEY



NOTICE OF PUBLIC MEETING

Proposed Lot Division at 411 E Seventh Street in the City of Moscow, Idaho
Permit Application LUP2022-0029

A public meeting before the Public Works/Finance Committee of the City Council will be conducted during which the following proposal will be considered:

A lot division to divide one 12,985 sf parcel into two parcels of approximately 7,510 sf and 5,453 sf in size. The property is currently addressed as 411 E Seventh Street in the City of Moscow, as shown on the vicinity map below.

MEETING DATE:

Monday, September 12, 2022

LOCATION OF MEETING:

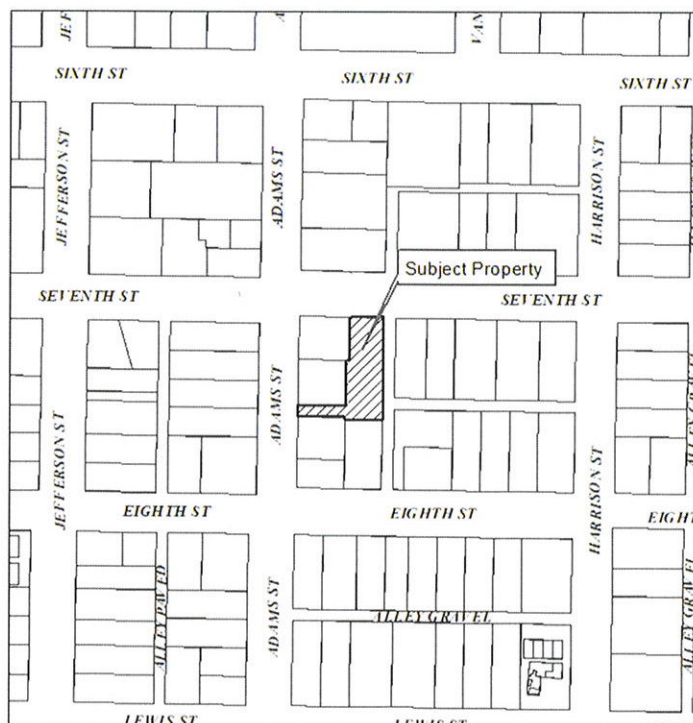
Council Chambers, Second Floor, Moscow City Hall
206 East Third Street, Moscow, Idaho

MEETING TIME:

3:00 p.m.

Note: Meeting start time is not necessarily indicative of discussion start time for the application advertised in this notice. Multiple hearings and/or agenda items may make it difficult to determine hearing start time, which could occur late in the meeting.

The file containing information on this matter is available for public review (an appointment may be necessary) at the Community Development Department located in the Haddock Building 504 S Washington Street, Moscow, Idaho. You may also call 883-7035 to get a meeting agenda, further information on the application, the public hearing process and/or to request a meeting with City Staff. <https://www.ci.moscow.id.us/593/Public-Hearing-Notices>



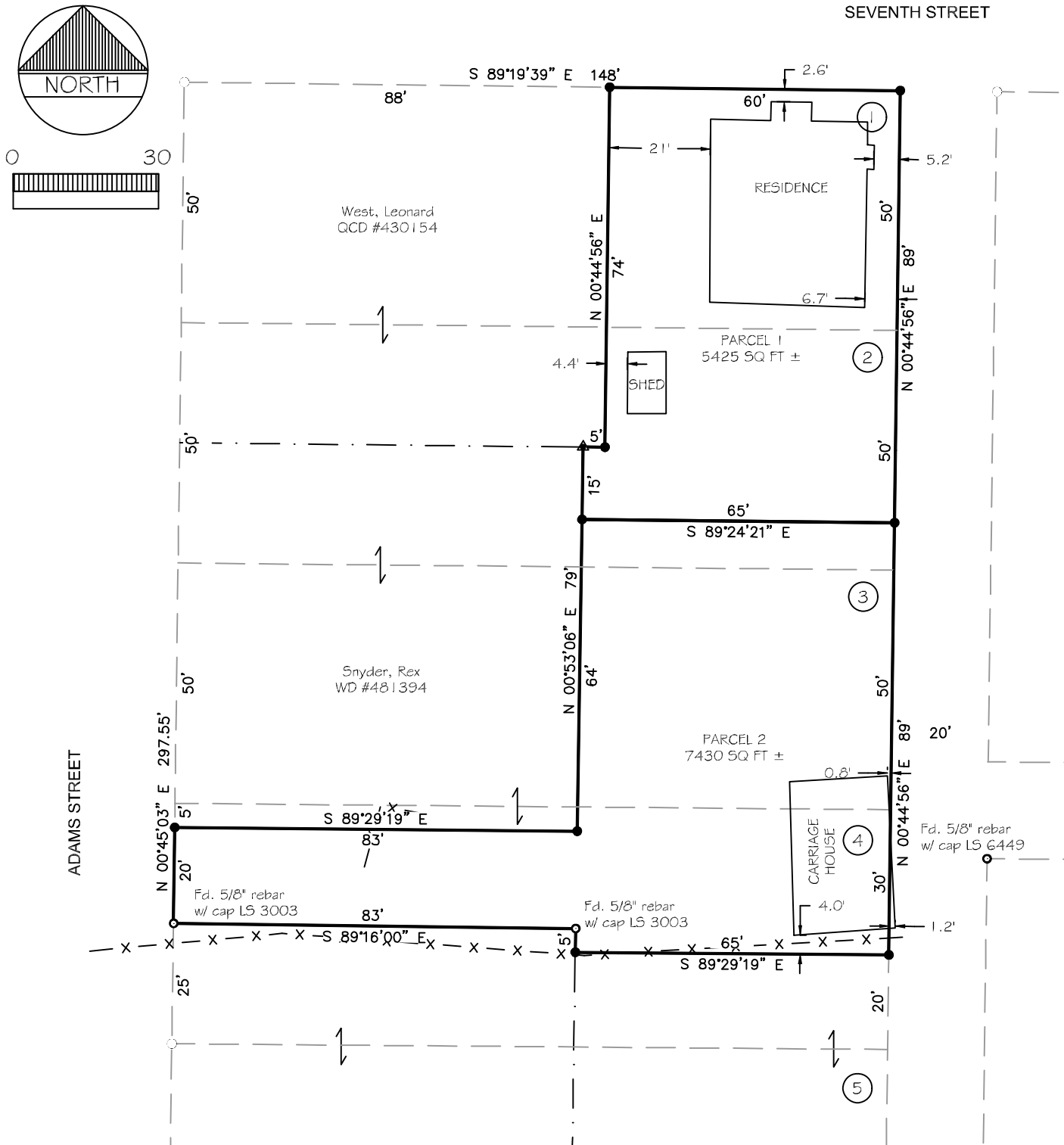
Laurie Hopkins, Moscow City Clerk

Jennifer Fleischman, Deputy City Clerk

Published: September 3, 2022

EXHIBIT MAP

A Lot Division Located in Lots 1-4, Block 4 of McGregor's Second Addition to the City of Moscow, NW1/4 of Section 17, T39N, R5W, Boise Meridian, Latah County, Idaho



NOTES:

1. This exhibit map is not a record of survey and is for reference purposes only.
2. The distances on this map are rounded to the nearest foot.



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

COMMITTEE STAFF REPORT

DATE: Monday, September 19, 2022



RESPONSIBLE STAFF

Amanda Argona, Community Events Manager

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

Jen Pfiffner, Deputy City Supervisor - Recreation, Culture and Employee Services

AGENDA ITEM TITLE

Moscowberfest Alcohol Use Request in Entertainment District - Amanda Argona

DESCRIPTION

The Moscow Chamber of Commerce + Visitor Center is hosting the second annual Moscowberfest on Saturday, October 8th, from 4 pm to 8 pm on Main Street between 3rd and 6th Streets, including a portion of 5th Street to the alley and the first bay of the Jackson Street parking lot. The event is intended to be an annual event stylized in the spirit of fall folk festivals. The applicant anticipates no more than ten (10) beer and/or wine tents/vendors and up to six (6) food vendor tents. An additional four (4) to six (6) vendors will facilitate street games, activities, and competitions. The event has been reviewed and approved as of August 11, 2022.

Following standard operating procedures for events with alcohol that are within the Entertainment District boundaries, Moscowberfest is requesting a temporary suspension of the open container law by resolution. Per Moscow City Code, Section 10-1-12; a draft resolution has been prepared for Council's consideration. This was reviewed by the Administrative Committee on September 12, 2022 and recommended for approval.

STAFF RECOMMENDATION

Approve the resolution allowing for the temporary suspension of the open container law within the event footprint of Moscowberfest for the duration of the event.

PROPOSED ACTIONS

ACTION: Approve the resolution allowing for the temporary suspension of the open container law within the event footprint of Moscowberfest for the duration of the event.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Resolution 2022 - Beer-Wine_The Entertainment District_Moscowberfest_final (2)

RESOLUTION NO. 2022 - ____

A RESOLUTION OF THE CITY OF MOSCOW, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, TO ALLOW FOR THE TEMPORARY VENDING OF BEER AND/OR WINE AND EXEMPTION TO THE OPEN CONTAINER PROHIBITION IN THE ENTERTAINMENT DISTRICT UNDER SPECIFIC REGULATIONS AND UNDER CERTAIN LIMITED CONDITIONS PURSUANT TO MOSCOW CITY CODE 10-1-12; PROVIDING THIS RESOLUTION TO BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

WHEREAS, Moscow City Code 9-6-35 and 9-8-17 prohibit any person from selling, serving, giving away, dispensing, consuming or carrying any beer or wine in open containers on or in any public street, highway, alley, lane, sidewalk, public or private parking lot, conveyance, or primary and secondary school facility in the City of Moscow, Idaho (hereinafter “City”) except in accordance with specific regulations adopted by the Council by Resolution; and

WHEREAS, The Entertainment District is defined in Moscow City Code 10-1-12 as an exemption to the Open Containers Prohibition (hereinafter “The Entertainment District”); and

WHEREAS, Moscow Chamber of Commerce and Visitor Center (hereinafter “the Event Sponsor”) desires to have its sponsored event, Moscowberfest (hereinafter “the Permitted Event”), in The Entertainment District (see Attachment “A”); and

WHEREAS, the Permitted Event (see Attachment “B”) is an event or series of events sponsored by the Event Sponsor, intended to promote family and community fellowship; and

WHEREAS, Council wishes to allow for the vending and responsible consumption of beer and/or wine under certain conditions, contained herein and during limited hours during the Permitted Event; and

WHEREAS, Council wishes to prohibit the sale and/or consumption of liquor during the Permitted Event; and

WHEREAS, Council believes the regulations contained herein are appropriate; and

WHEREAS, Council believes that the specific regulations contained herein balance health and safety concerns of citizens with the desire to promote responsible use of alcoholic beverages; and

WHEREAS, nothing contained in this Resolution is intended to waive other laws and regulations applicable to the sale and consumption of alcohol within City limits (including a requirement for a catering permit; a beer and wine permit for benevolent, charitable and public purpose events; or a winery sponsored event permit); and

WHEREAS, nothing contained within this Resolution is intended to endorse or support any particular belief, philosophy, or political position of the Event Sponsor or of the Permitted Event, and/or its affiliates, associations, contributors, supporters, participants, etc.;

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

SPECIFIC REGULATIONS ON THE SALE AND/OR CONSUMPTION OF BEER AND/OR WINE DURING MOSCOWBERFEST 2022:

Intent:

This Resolution is intended to allow the sale and consumption of beer and wine only (not liquor), pursuant to these specific regulations and is not intended to amend or expand the Moscow City Code or any other applicable law or regulation beyond the scope of the particulars of this Resolution or beyond the hours of the Permitted Event. Other than as specifically provided herein, park, sanitary, health, litter, police, fire, sidewalk café, alcohol vending, and other laws and regulations shall be unaffected by this Resolution. This Resolution is not a waiver of any State, County, or local requirement of a permit or licensure related to sales and/or distribution of alcohol including a requirement for a catering permit; a beer and wine permit for benevolent, charitable and public purpose events; or a winery sponsored event permit. This Resolution shall not establish precedent nor shall it apply to any event other than the Permitted Event held on the 8th day of October, 2022, from 4:00 p.m. to 8:00 p.m.

Liability, Insurance and Safety:

1. No less than ten (10) days prior to the Permitted Event at which the licensed vendor(s) will sell beer and/or wine, the Event Sponsor shall deliver to the Community Events Division one (1) copy of written proof that the licensed vendor(s) has current, paid up, off-premise liquor liability insurance or special event insurance in an amount not less than One Million Dollars (\$1,000,000) combined single limits. City shall be named as an additional insured on the insurance policy of the licensed vendor.
2. No less than ten (10) days prior to the first activity of the Permitted Event herein described, the Event Sponsor shall deliver to the Community Events Division one (1) copy of written proof that the Permitted Event has obtained current, paid up, general liability insurance or special event insurance in an amount not less than One Million Dollars (\$1,000,000) combined single limits. Such general liability insurance or special event insurance policy shall be primary to any other insurance related to these events and to that of any potential party subject to a claim related to the Permitted Event.
3. The Moscow Police Chief or designee is hereby empowered to order the immediate cessation of all activities allowed under this Resolution at any time he/she reasonably determines that it is in the best interest of City to do so. There shall be no appeal from a determination by the Moscow Police Chief or his designee to terminate all or part of the Permitted Event.

Vendor/Event Sponsor:

1. The number of licensed vendors selling beer and/or wine allowed at the Permitted Event, will be reviewed and approved as part of the permitting process.
2. Event Sponsor is required to ensure all beer and/or wine shall be sold only by a licensed vendor.
3. Every licensed vendor shall obtain and shall comply with all alcohol related laws and regulations, including, but not limited to, the City requirement of a City catering permit; a State beer and wine permit for benevolent, charitable, or public purpose events; or a winery sponsored event permit.

4. The name, address, telephone number, alcohol license permit number of every licensed vendor, shall be provided to the Community Events Division at the same time the required proof of insurance is provided.
5. The City shall play no role in determining which vendor shall be selected to sell alcoholic beverages in the Entertainment District during the Permitted Event, unless it is a City sponsored event.
6. The Event Sponsor shall provide at least two (2) persons to check proper identification for those who shall be consuming beer and/or wine during the Permitted Event. These persons shall be clearly identified and shall be stationed at a central identification checking station where they shall issue one (1) wristband per individual 21 years of age or older.
7. The Event Sponsor shall provide at least two (2) law enforcement officers or two (2) guards from a recognized private security firm to provide security for the Permitted Event. Such officers or guards shall be clearly identified as such and shall be on duty at all times beer and/or wine is being served during the Permitted Event. The Chief of Police shall make the determination of whether law enforcement officers are required and in the event the Chief of Police approves the use of a private security firm, the Event Sponsor shall obtain written permission for use of said private security firm by the Chief of Police or designee.
8. The Event Sponsor and City both specifically understand and acknowledge that the Event Sponsor shall be solely responsible for any and all liability resulting from action or inaction, and/or negligence, and/or gross negligence by security provided by the Event Sponsor for the Permitted Event.

Sales and Consumption:

1. No less than ten (10) days prior to the Permitted Event at which the licensed vendor will sell beer and/or wine, the Event Sponsor shall deliver to the Community Events Division a finalized site map which shall be drawn to show the locations, dimensions of, and relative distances between the following: (a) the beer and/or wine sales and dispensing area within The Entertainment District; and (b) food sales and service areas. Said site design and any subsequent alterations shall be approved in writing by Moscow Deputy City Supervisor – Recreation, Culture, and Employee Services or his/her designee, and by the Moscow Chief of Police prior to the Permitted Event.
2. All beer and/or wine sales and dispensing shall take place within the area designated by the Event Sponsor and as shown on the site map required by this Resolution.
3. All food sales and service shall have a space of no less than ten feet (10') between the approved beer and/or wine sales and dispensing area and the food sales or service area.
4. The Event Sponsor shall include an identification checking station and its general location on Event Site Map.
5. No person shall be allowed to purchase beer and/or wine other than within the area designated for beer and/or wine sales and dispensing as shown on the map required by this Resolution and only persons with a designated wristband shall be allowed to purchase, possess, and consume beer and/or wine.
6. All beer and/or wine shall be dispensed in and consumed from the designated Event container. Such container shall be a readily identifiable container not more than sixteen ounces (16 oz.) in size which shall not bear a logo of an alcoholic beverage.
7. Every occupant within The Entertainment District shall provide identification to law enforcement officers or City employees at any point in time or location when requested to do so.

8. No person under twenty-one (21) years of age shall be allowed to wear the designated wristband at any time during the Permitted Event.
9. A sign shall be prominently posted at or near the area designated for beer and/or wine sales and dispensing stating that service to persons under twenty-one (21) years of age is prohibited.
10. Beer and/or wine shall be sold only within the designated area in The Entertainment District and only between the hours of 4:00 p.m. and 8:00 p.m. local time on the 8th day of October, 2022, during the Permitted Event.
11. Beer and/or wine shall be consumed only within The Entertainment District between the hours of 4:00 p.m. and 8:00 p.m. local time on the 8th day of October, 2022, during the Permitted Event.
12. No person shall carry or consume any alcoholic beverage within The Entertainment District which is not purchased or dispensed from the licensed vendor(s) at the Permitted Event. Consumption of alcohol outside of The Entertainment District, in any public street, highway, alley, lane, sidewalk, public or private parking lot, conveyance, or primary and secondary school facility in the City of Moscow, shall be considered a violation of the City's open container ordinance.

Fee:

The Event Sponsor shall submit to the Community Events Division, within ten (10) days of the event, any remaining required fees established by Council that is associated with this Resolution..

Failure To Comply:

Failure to comply with this Resolution shall expose any such person to all relevant civil and criminal consequences and may result in denial of subsequent applications for alcohol permits in public parks for a period of no less than five (5) years.

PASSED on Motion by the Following Vote:

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

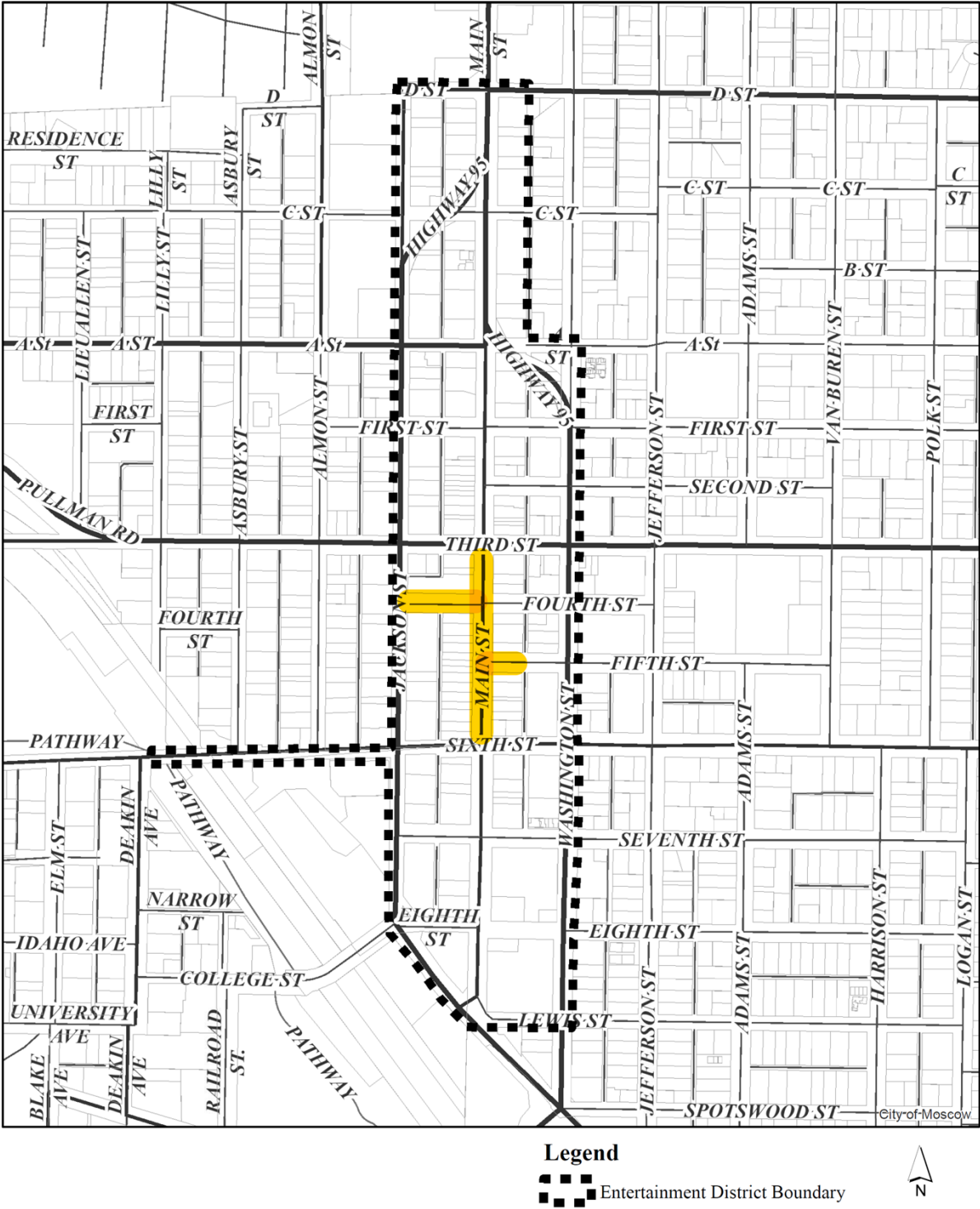
ADOPTED by the City Council of the City of Moscow, Idaho and **APPROVED** by the Mayor of the City of Moscow, Idaho this ____ day of _____, 2022.

Arthur D. Bettge, Mayor

CERTIFICATION and ATTESTATION. I hereby certify that the above is a true copy of a Resolution passed at a regular meeting of the City Council, City of Moscow, held on _____, 2022 and attest to the Mayor's signature.

Laurie M. Hopkins, City Clerk

Exhibit 'A' - Entertainment District Boundary



Attachment B

City of Moscow Community Events Division EVENT APPLICATION



*Thank you for your interest in organizing/sponsoring an Event in the City of Moscow!
Events by local citizens add to the cultural wealth of our town and may range from fun runs to political marches,
neighborhood block parties to street fairs.*

Submit completed forms electronically or physically to the Community Events office:
communityevents@ci.moscow.id.us or 206 E. Third Street, Suite 300, Moscow. All applications must be legible.

The City reserves the right to request additional information reasonably necessary to a fair determination as to issuance of a permit. Permits are issued on a first-come, first-served basis. According to Moscow City Code Title 10 Section 17-4, event applications for regular or recurring events must be submitted at least sixty (60) days and not more than one hundred eighty (180) days before the proposed date of the event. Event applications for single, non-recurring events must be submitted at least ten (10) days and not more than one hundred eighty (180) days before the proposed date of the event.

Events with alcohol are to be submitted at least two (2) months prior to the event date to allow for adequate review and presentation to Administrative Committee and City Council. Administrative Committee meets on the 2nd and 4th Monday of each month and City Council meets on the 1st and 3rd Monday of each month pending no holiday delays or rescheduling of meetings.

1. Name of Event: Moscowberfest
2. Event Date(s): 10/8/2022
3. Event Location: Main St. from 3rd - 6th, 5th street from main to alley
4. Are you requesting a street closure for Event? Yes ☒ No ☐

If yes, provide street closure location(s). List cross streets, intersections, building addresses, etc. Include these details on your site map (see item 27.)

Main St. from 3rd - 6th, 5th street from main to alley
1st bay of Jackson St. lot

5. Do you require parking restrictions for the Event? Yes ☒ No ☐

If yes, list parking restrictions (i.e. no parking on day of event, parking restricted to a particular area, etc.).

No parking in event footprint the day of the event.

6. Street Closure set-up/Load-in time: 2:00pm Event(s) Start time: 4:00pm
7. Event(s) End time: 8:00pm Street Closure take-down/Load-out time: 10:00pm
8. Is this a recurring Event (i.e. every 1st Thurs. or every Sat. May thru Oct.)? Yes ☐ No ☒
9. Is this an annual Event? Yes ☒ No ☐
10. Are you planning on having refreshments and/or food? Yes ☒ No ☐

EVENT APPLICATION – LAST UPDATED AUGUST 11, 2021

Page 1 of 8

City of Moscow Community Events Division
EVENT APPLICATION



If yes, describe your waste and recycling plan. Applicants are responsible for removing all waste from their event footprint and disposing of properly, including emptying permanent trash receptacles in the downtown area. Dumpsters located downtown are for private use.

We will have additional trashcans at the event to relieve pressure on city trash cans.

We will work with a team of volunteers to empty all trash cans and dispose of waste at the end of the event.

11. Are you planning on serving alcohol/having alcohol available for purchase at the Event?
Yes ☒ (continue to Q.12) No ☐ (skip to Q.14)

**All events with alcohol are required to have a Catering Permit.
This process is to be handled by your licensed alcohol Vendor.**

Catering Permit applications are to be submitted to the City Clerk/Deputy City Clerk for approval.

12. Is the Event taking place in the public right-of-way (i.e. sidewalks, streets, etc.) within the City of Moscow Entertainment District? The Entertainment District allows for a temporary suspension of the Open Container law by Resolution of the City Council. See page 6 for a map of the Entertainment District.
Yes ☒ (continue to Q.13) No ☐ (skip to item B.)

13. Are the Event organizers interested in pursuing a temporary suspension of the Open Container law by City Council Resolution?
Yes ☒ (see item A.) No ☐ (skip to item B.)

A. Event organizers pursuing a temporary suspension by City Council Resolution of the Open Container law for their Event within the public right-of-way of the Entertainment District boundaries must satisfy the following conditions with their Event listed below, in addition to any requirements detailed in the Moscow City Code, as set forth by City Council Resolution, and/or Catering Permit:

- ☐ Include an identification checking station and its general location on Event Site Map. Identification checking station shall include a minimum of two (2) persons to check proper identification. These persons shall be clearly identified and be responsible for the issuance of wristbands denoting attendees are of legal drinking age.
- ☐ Submit the Alcohol Use Application and \$100 non-refundable fee upon approval of Event.
- ☐ Be present at City of Moscow Administrative Committee and City Council meetings regarding authorization of alcohol at Event by Resolution.
- ☐ Post signage and waste receptacles at Event entry and exit points. Signage to clearly state "No Alcohol Permitted Beyond this Area". Additional requirements may be mandated by City Council Resolution.

EVENT APPLICATION – LAST UPDATED AUGUST 11, 2021

Page 2 of 8

City of Moscow Community Events Division
EVENT APPLICATION



B. Event organizers requesting for alcohol use for their Event that takes place in the public right-of-way **NOT** within the Entertainment District boundaries must satisfy the following conditions with their Event, in addition to following any requirements set forth by Resolution and/or Catering Permit. This option is also available to Event organizers who are **NOT** pursuing a temporary suspension by City Council Resolution of the Open Container law:

- ☐ Include the location and estimated size of the beer garden on Event Site Map. Please note: barricades required for beer gardens are 8' in length.
- ☐ Complete and submit a Barrier Use Contract with this application.
- ☐ Submit the Alcohol Use Application and \$100 non-refundable fee upon approval of Event.
- ☐ Be present at City of Moscow Administrative Committee and City Council meetings regarding authorization of alcohol at Event by Resolution.

Upon approval from Council, remaining Event fees will be due, and applicant's vendor(s) are required to submit a Catering Permit application to the City Clerk/Deputy City Clerk. Any additional required paperwork outlined by the City Council Resolution and/or this process will also be due upon approval.

14. Are you planning on having a band or music? Yes ☒ No ☐

If yes, describe below any recording equipment, sound amplification equipment, etc. Submit a completed

Noise Exemption Permit Request with this Event application.

We will have a live band at the corner of Main and 6th st.

We will have a DJ on the corner of 5th and Main St.

15. Approximate number of persons, animals, and/or vehicles comprising the Event, the type(s) of animals and description of vehicles, and approximate number of participants and spectators in viewing attendance:
estimated 2,000 people in attendance.

4-6 food vendors (will also serve n/a beverages)

8-10 alcohol vendors

4-6 retail or street game vendors

16. Do you plan on having banners, signs, or other attention-getting devices in the Event? Yes ☒ No ☐

17. Do you plan on using any designated public facilities or infrastructure for the Event? Yes ☒ No ☐
If yes, list public facilities or infrastructure (i.e. public restrooms, picnic shelters, stages, etc.).

City of Moscow Community Events Division
EVENT APPLICATION



City trash cans

Friendship Square bathrooms

18. Are you requesting additional City Police services for escort services, traffic, and/or crowd control?
Yes ☒ No ☐

If yes, contact City of Moscow Police Department at 208-883-7059 to discuss and see attached Fee Schedule.

19. Please use this area to include more detail or attach additional pages for additional information about Event that is pertinent for us to know.

20. Organization Sponsoring Event: Moscow Chamber of Commerce + Visitor Center
21. Organization Address: 411 S. Main St.
22. Organization Officers/Authorized Representatives: Sam Martinet, Dre Arman
23. Individual Responsible for Event Organization: Dre Arman
24. Individual's Address: 411 S. Main St.
25. Individual's Day, Message, or Cell Phone Number: 208-882-1800
26. Individual's E-mail: marketing@moscowchamber.com
27. City reserves the right to alter your route if the City determines the proposed route will require significant City services and/or severely limit transit opportunities in high traffic areas. Applicant understands and agrees that the City is reserving that right? If answers no, application may be denied. Yes ☒ No ☐
28. **Submit a Site Map with this application.** Event Applications without a Site Map will not be processed. Details on a Site Map may include but are not limited to locations of desired street closures, walking routes, assembly points, start and finish points, locations of food and beverage vendors, stages, service areas, etc. A blank map of downtown Moscow is available on page 7.
29. **Residential Neighborhood Block Parties:** Provide Proof of Insurance (Requirement may be waived at Discretion of City)
30. **All other Event Types (except Public Assembly):** Provide Proof of Insurance (Required – Certificate of Insurance must include the City of Moscow as an Additional Insured and list \$500,000 as the minimum amount of general liability or \$1,000,000 if alcohol is included.)

City of Moscow Community Events Division
EVENT APPLICATION



HOLD HARMLESS AGREEMENT:

The applicant/group/organization (hereinafter "SPONSOR"), through its duly and specifically authorized agents, hereby releases City of Moscow, Idaho (hereinafter "CITY") and agrees, contracts and covenants not to bring suit and agrees to defend, hold harmless, and indemnify CITY, its officers, employees, agents and representatives from any and all claims, costs, judgments, awards, or liability to any person, including claims by SPONSOR's own agents, officers, employees and representatives, to which SPONSOR might otherwise be immune, arising from the Community Event, Block Party, Public Assembly, Parade or Sidewalk Walking Parade scheduled to occur as indicated on this application (hereinafter "Event"), including any Street Closure permitted under the terms of CITY's Policy on Street Closure. No SPONSOR shall be required to indemnify or hold harmless CITY for claims, actions and demands that arise out of CITY's sole negligence. Inspection, review and/or acceptance by CITY of any activity performed by or during the Event, or any activity or non-activity by CITY Police officers or other officers, employees, agents or representatives of CITY, shall not be grounds for avoidance of any of the covenants of defense, indemnification or hold harmless by SPONSOR on behalf of CITY.

SPONSOR acknowledges that he/she has read and understands the current Idaho Governor's Idaho Rebounds Plan which includes any existing Stay Healthy Order and/or Guidelines and has read the protocols for social/physical distancing, use of face masks/face coverings, and sanitation requirements and guidelines. SPONSOR agrees to comply with the Governor's Order and/or Guidelines and ensure that all participants will comply with the Order and/or Guidelines. SPONSOR acknowledges any and all City of Moscow Public Health Directives and/or Regulations in effect at the time of the Event. SPONSOR agrees to comply with any and all City of Moscow Public Health Directives and/or Regulations in effect at the time of the Event and ensure that all participants comply with the City of Moscow Public Health Directives and/or Regulations in effect at the time of the Event. SPONSOR agrees that if CITY determines she/he and/or any participant is not in compliance with the Governor's Orders and Guidelines and/or is not in compliance with City of Moscow Public Health Directives and/or Regulations in effect at the time of the Event, CITY reserves the right to revoke the Event permit.

I, SPONSOR, certify under penalty of perjury pursuant to the law of the State of Idaho, that the foregoing is true and correct and that I have the authority to bind the group or organization, if applicable, to this Agreement.

NAME: Dre Arman

DATE: 7/11/2022

EVENT SPONSOR ELECTRONIC SIGNATURE:

☒ By checking this box as an electronic signature, I agree to all the terms and conditions that apply to the Community Event /Residential Neighborhood Block Party/Public Assembly/Street Parade/Sidewalk/Pathway Event, Permitting Process, and Hold Harmless Agreement. I certify under penalty of perjury pursuant to the law of the State of Idaho that everything in the application is true and correct and that I have authority to bind the group or organization, if applicable, to this Agreement.

EVENT SPONSOR NON-ELECTRONIC SIGNATURE:

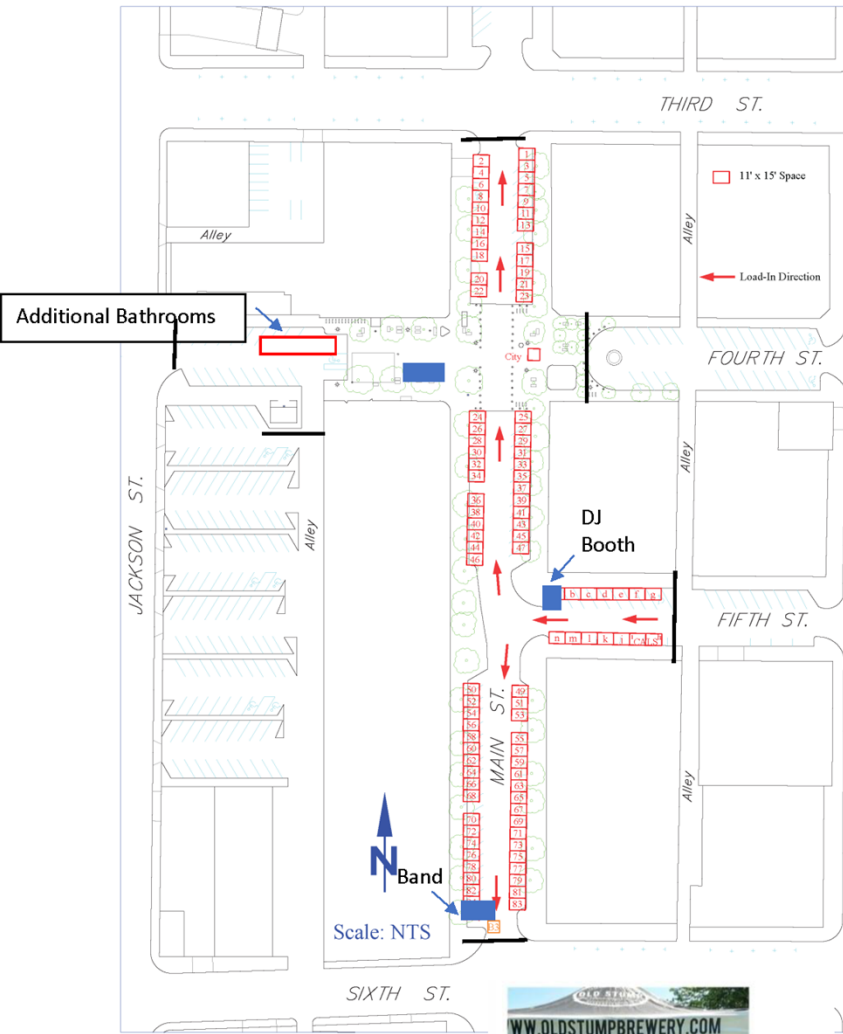
(Required only if printing and submitting in person)

*The information on this form is Public Record and may be posted to a public website.
Moscow City Code Title 10, Chapter 17 is available from the City Clerk at PO Box 9203, Moscow, ID, 83843, or on the City's web page at <https://www.ci.moscow.id.us/393/City-Code>.*

FOR OFFICE USE ONLY

☐ Community Event without alcohol	☒ Community Event with alcohol	☐ Street Parade Event
☐ Sidewalk/Pathway Event (fun runs, trail runs, walk-a-thons)	☐ Public Assembly – no fee (march, picket, rally, demonstration, etc.)	☐ Residential Neighborhood Block Party Event
Date App Rec'd: <u>7/11/2022</u>	Fees Due: _____	Fees Paid: _____

Moscowberfest Proposed Event Layout



Blue boxes
represent
additional tents



Above is an example of how tents
will be set up with one way serving.

Alcohol Vendors:

- Hunga Dunga 21/23
- Pour Company 50/52
- Shattuck Brewing 2/4
- Moscow Brewing Co 24/26
- Moscow Ale House 61/63
- TBD 20/22
- Colters Creek 69/71
- Lindsey Creek 7/9
- TBD 15/17

Food and N/A Beverage Vendors:

- TBD 1/3
- One World Café 80/82
- TBD 73/79
- TBD78/80
- TBD 55/57
- Maialina 20/22

Event Check-in & ID checking
station 2/4

Retail Vendors:

- TBD 11/13
- TBD 65/67
- TBD 66/68
- TBD 49/51

Vendors are assigned spaces.
Tables will face towards Main St.
All alcohol will be served on Main
St. Some vendors may have 2
tents to fill space and some 1 tent.
All vending tents are standard
market tents. Vendors will only
accept event tickets for alcohol
and will serve into event
glassware.



From: [Dre Arman](#)
To: [Amanda Argona](#)
Subject: RE:
Date: Monday, August 22, 2022 10:45:02 AM
Attachments: [image004.png](#)
[image005.png](#) [image006.png](#)
[image007.png](#)

CAUTION: This message originated from outside the City of Moscow's network. Exercise caution when clicking links or opening attachments. If in doubt, please contact Information Systems at extension 7004.

Hi Amanda,

We will be using 16oz glass mugs with a Moscowberfest logo on them. We also plan to allow patrons to bring back either their 16oz or 8oz mug with the Moscowberfest logo from last year's event. Patrons who bring an event mug from a previous year will still have their ID checked, and will receive a wristband to signify that they are able to drink at the event. Vendors will look for both a wristband and the correct glassware before serving alcohol to a patron.

Please let me know if you have any questions. I will swing by the city today to pay the \$100 fee.

Thank you!

Dre Arman
Director of Tourism & Marketing
She/Her



411 S Main St
Moscow, ID 83843 (208)
882-1800
[www.moscowchamber.co](http://www.moscowchamber.com)
m
www.visitmoscowid.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/23/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Troy Insurance Agency Inc 1822 18th Ave P.O. Box 796 Lewiston ID 83501		CONTACT NAME: Amanda Nelson PHONE (A/C, No, Ext): (208) 743-3541 E-MAIL ADDRESS: amtroy@troyins.com FAX (A/C, No): (208) 743-3542	
INSURED Moscow Chamber of Commerce 411 South Main St Moscow ID 83843		INSURER(S) AFFORDING COVERAGE INSURER A: United States Liability Insurance Group INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 2022-2023 LIABILITY

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		NBP1563070	01/30/2022	01/30/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOPP AGG \$ Liquor Liability \$ 1,000,000
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			NBP1563070	01/30/2022	01/30/2023	COMBINED SINGLE LIMIT (Ea accident) \$ Included in CGL BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			CUP1567801	01/30/2022	01/30/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CITY OF MOSCOW IS LISTED AS ADDITIONAL INSURED ON THE GENERAL LIABILITY POLICY REFERENCED ABOVE REGARDING THE JUNE 4TH, 2022 EVENT IN THE ENTERTAINMENT DISTRICT.

CERTIFICATE HOLDER

CANCELLATION

CITY OF MOSCOW 206 E 3RD ST PO BOX 9203 MOSCOW ID 83843	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

ACORD 25 (2016/03)

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NOISE EXEMPTION PERMIT REQUEST

Moscow City Code 10-11-2

(Please allow at least three business days in which to process this request)

Requested Event Date(s): 10/8/2022 Begin time: 4:00pm End time: 8:00pm

Event Location: Main St. from 3rd - 6th, 5th street from main to alley

Amplified Music (DJ, party, etc.) ☐ No ☒ Yes

Alcoholic Beverages Available ☐ No ☒ Yes - Purchaser: multiple
(Marking this box does not mean your request will be denied) (If hosted or catered, name of serving organization)

Live Band Performing ☐ No ☒ Yes - Group: North Polka Extension

Describe the event: A Bavarian themed block party - Moscow's own Oktoberfest celebration

(use back of this form if more space is needed)

Name of requesting person/Group/Organization: Moscow Chamber of Commerce + Visitor Center

Person responsible for Group or Organization: Sam Martinet

Requesting Person's Address: 411 S. Main St.

Phone Number: 208-882-1800

Email Address: marketing@moscowchamber.com

Daytime phone number is required

Permits will be returned by email unless otherwise requested

Responsible person available AT AND DURING this event: Dre Arman

Cell- or contact-phone during event: 419-966-7153

Your signature is unconditional acceptance of all terms and conditions. This permit may be modified or revoked by City at any time if permit conditions are violated. Read the following carefully:

The applicant/group/organization hereby agrees to indemnify and hold harmless City of Moscow, Idaho from all claims, actions and demands of any kind whatsoever related to and/or arising out of the activity(ies) specified in this application and does hereby accept all risk and responsibility for any damage(s) stemming from such activity. Every Applicant requesting a noise Exemption Permit shall cooperate with law enforcement by adjusting the noise level in the event of any citizen complaint(s). In the event of non-compliance, law enforcement may revoke this permit. No applicant/group/organization shall be required to indemnify or hold harmless City of Moscow, Idaho for claims, actions and demands that arise out of City's sole negligence.

Requesting Person's Signature: Dre Arman

Digitally signed by Dre Arman
Date: 2022.07.11 12:18:12 -0700

Date: _____

☒ APPROVED

☐ DENIED

Date permit valid: 10/08/2022

Hours permit valid: 4pm-8pm

Noise level (dba) shall not exceed 85 dBa at ☐ source at ☐ property line

Other Conditions: _____

James Fry Jr.

Police Chief or Designee (208) 883-7054

Community Events Division Event Application Review					
Moscowberfest			Sat. October 8th, 2022. 4 - 8 pm.		
Event Name			Date(s)/Time(s)		
DEPARTMENT/DIVISION DESIGNEE			EVENT(S) APPROVED/DENIED		
<u>James Fry Jr.</u> James Fry Jr. (Jul 12, 2022 15:11 PDT)			☒ ☐		
Moscow Police Department			Approve Deny		
Officer presence required? ☐ Yes ☐ No ☒ N/A			Officers available? ☐ Yes ☐ No ☒ N/A		
<u>Dan Ellinwood</u> Dan Ellinwood (Jul 19, 2022 08:31 PDT)			☒ ☐		
Moscow Volunteer Fire Department			Approve Deny		
<u>David R. Schott</u> David R. Schott (Jul 12, 2022 14:33 PDT)			☒ ☐		
Parks and Recreation Department			Approve Deny		
<u>Kyle Rainer</u> Kyle Rainer (Jul 12, 2022 15:37 PDT)			☒ ☐		
Community Development-Engineering Division			Approve Deny		
			☒ ☐		
Public Works-Environmental Services Division			Approve Deny		
<u>Steven Schulte</u> Steven Schulte (Aug 11, 2022 14:44 PDT)			☒ ☐		
Public Works-Streets Department			Approve Deny		
Street closure required? ☒ Yes ☐ No ☐ N/A			ITD permit required? ☐ Yes* ☒ No ☐ N/A		
*Application will remain pending until ITD grants applicant a permit					
Time of street closure? 2:00 PM 10:00 PM Start End			Street Fees: \$134.00		
					
City Clerk/Deputy City Clerk					

City of Moscow Community Events Division
ALCOHOL USE APPLICATION



Required for Events requesting Alcohol Use in the Moscow Downtown Central Business Zoning District or a Moscow Parks Facility.

City Council has the right to deny this application, but applicants may still move forward with their approved Event without alcohol.

Timeline for requesting Alcohol Use:

1. At least two months prior to Event, applicant submits Event Application or Parks Reservation for review.
2. Upon approval of Application or Reservation, applicant submits:
 - a. Alcohol Use application
 - b. Pays \$100 non-refundable Alcohol Use fee
 - c. Name(s) of licensed alcohol provider(s)
 - d. Events in a Moscow Park Facility also include:
 - i. Location of the beer/wine garden during the event with size dimensions, entry and exit points, and serving location. Provide as much detail as possible.
3. Staff drafts a Resolution according to the Event and communicates with applicant on security and insurance requirements.
4. Applicant must be present at Administrative Committee meeting (meetings are held on the 2nd and 4th Mondays of each month pending no holiday delays).
5. Applicant must be present at City Council meeting (meetings are held on the 1st and 3rd of each month pending no holiday delays).
6. Upon approval, applicant pays any remaining fees.

Event Name: Moscowberfest Event Date(s): 10/8/2022
Event Location: Main St. from 3rd - 6th, 5th s. from Main to alley
1st bay of Jackson st. Parking lot
Event Start time: 4:00pm Event End time: 8:00pm
Individual responsible per Event Application/Parks Reservation: Dre Arman

By signing this Alcohol Use application, applicant understands that their Event may not have alcohol unless approved by City Council, and that City Council has the right to deny Alcohol Use applications. Applicant also understands that the \$100 fee is non-refundable regardless of the decision issued by City Council.

Dre Arman

Digitally signed by Dre Arman
Date: 2022.07.11 12:02:06 -07'00'

Signature of Individual responsible for Event

Date

Date Received: 7/11/2022

Date non-refundable fee paid: _____



CITY OF MOSCOW

206 E. THIRD
MOSCOW, ID 83843
208-883-7000

PERMIT NUMBER: CE2022-22

EVENT DATE: Sat. Oct. 8th, 2022

EVENT TIME: 4 pm – 8 pm

THIS IS TO CERTIFY THAT
Moscow Chamber of Commerce + Visitors Center
Dre Arman
411 S. Main St.
Moscow, ID, 83843

IS HEREBY GRANTED A CITY OF MOSCOW COMMUNITY EVENT PERMIT FOR THE LOCATION NAMED BELOW WITHIN THE CORPORATE LIMITS OF THE CITY OF MOSCOW, IN CONFORMITY WITH THE PROVISIONS OF CHAPTER 17, TITLE 10 OF THE MOSCOW CITY CODE.

PERMIT TYPE: Community Event with alcohol

PERMIT LOCATION: Main St from 3rd to 6th, 5th from alleyway to
Main, 1st bay of the Jackson St parking lot.

I, _____, CERTIFY UNDER PENALTY OF PERJURY PURSUANT TO THE LAWS OF THE STATE OF IDAHO, THAT THE FOREGOING IS TRUE AND CORRECT. I AGREE TO ALL THE TERMS AND CONDITIONS OF MOSCOW CITY CODE TITLE 10, CHAPTER 17 PARADE; PUBLIC ASSEMBLY AND RESOLUTION 2015-05 POLICY AND PROCEDURES FOR RIGHT-OF-WAY PERMITS. DAMAGE TO ANY PUBLIC IMPROVEMENTS ARE THE RESPONSIBILITY OF THE PERMIT HOLDER.

ISSUED THIS _____ DAY OF _____, 2022

(SIGNATURE OF LICENSEE)

DATE

(SIGNATURE OF STAFF)

DATE

COMMITTEE STAFF REPORT

DATE: Monday, September 19, 2022



RESPONSIBLE STAFF

Tyler Palmer, Deputy Director - Operations

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

University Street Maintenance Agreement Update - Tyler Palmer

DESCRIPTION

For many years, the City of Moscow (City) has relegated maintenance responsibilities for City rights-of-way that fall within the footprint of the University of Idaho (University) Campus. This arrangement was requested by the University of Idaho to allow for consistent treatment and aesthetics within the direct campus area. The City compensates the University for said maintenance based on a formula that captures the costs that the City would otherwise incur maintaining the designated infrastructure. The last update took place in 2008. This update makes adjustments to the contract and compensation formula to reflect changes that have occurred since the previous version was drafted including; Street budget updates, street light inventory and ownership updates, and storm permits for both the University and the City. The FY2023 payment, in accordance with the proposed formula will be \$90,208.00

STAFF RECOMMENDATION

Approve the University Street Maintenance Agreement.

PROPOSED ACTIONS

ACTION: Approve the Street Maintenance Agreement with the University of Idaho.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. University Street Maintenance Agreement Draft 7-25-2022 TP

AGREEMENT FOR STREET MAINTENANCE SERVICES BETWEEN CITY OF MOSCOW, IDAHO AND UNIVERSITY OF IDAHO

This Agreement for Street Maintenance Services (hereinafter "Agreement") is made between the Regents of the University of Idaho, a state educational institution and a body politic and corporate organized and existing under the Constitution and laws of the State of Idaho (hereinafter "UNIVERSITY"), and the City of Moscow, a municipal corporation of the State of Idaho (hereinafter "CITY").

RECITALS

WHEREAS, CITY and UNIVERSITY are seeking to formalize existing operational arrangements benefiting both parties through adoption of written agreements; and

WHEREAS, publicly dedicated and platted streets are located near property owned by UNIVERSITY and maintenance of these streets is understood to be the responsibility of CITY; and

WHEREAS, UNIVERSITY currently maintains streets UNIVERSITY owns and has established a street maintenance program consistent with the types of uses associated with the UNIVERSITY; and

WHEREAS, UNIVERSITY desires to maintain CITY owned public streets identified in the attached Exhibit A and CITY has the authority to delegate maintenance responsibilities of these streets to UNIVERSITY; and

WHEREAS, UNIVERSITY and CITY agree that UNIVERSITY can maintain the public streets identified in Exhibit A to an extent acceptable to both CITY and UNIVERSITY; and

WHEREAS, in the normal maintenance of said streets, CITY would incur costs associated with said maintenance; and

WHEREAS, UNIVERSITY is willing to perform the maintenance of said streets in lieu of maintenance by CITY if CITY is willing to compensate UNIVERSITY an agreed-upon amount equal to the estimated cost CITY would incur if it were maintaining said streets.

NOW, THEREFORE, CITY and UNIVERSITY, in recognition of these facts, agree as follows:

SECTION 1: PURPOSE OF AGREEMENT

The purpose of this Agreement is to assign CITY's responsibility for maintaining those public streets designated on Exhibit A to UNIVERSITY and for UNIVERSITY to accept street maintenance responsibilities for those designated streets. Said maintenance shall be conducted in accordance with Moscow City Codes and Standards and industry best practices, and shall include all surfaces, pavement markings, signage, curb and gutter, and sidewalks. This Agreement shall establish the amount CITY compensates UNIVERSITY for street maintenance services, based on

the most current funding formula being used by CITY for street maintenance and repairs of CITY streets having similar traffic volumes and street designations.

SECTION 2: UNIVERSITY RESPONSIBILITIES

1. UNIVERSITY shall provide street maintenance services including surface treatments, sealing, pavement replacement, pavement markings, patching, sign maintenance (including sign installation and removal), and snow and ice management (hereinafter "Street Maintenance") for all streets shown on Exhibit A.
2. UNIVERSITY shall accept responsibility for routine maintenance of storm drain facilities including pipes, manholes, catch basins, and outfalls at the following locations: Sixth Street right-of-way (ROW) west of 615 W Sixth St, Line Street ROW South of the Paradise Creek Bridge, and Ash Street ROW between Sixth and Seventh Streets as shown on Exhibit B. This includes all cleaning, maintenance, and clearing of blockages and debris. The City maintains ownership of the facilities and will be responsible for any structural repairs and replacement of infrastructure.
3. UNIVERSITY shall perform Street Maintenance on those streets shown on Exhibit A to a standard at least equivalent to similar streets maintained by CITY.
4. UNIVERSITY shall restrict its use of compensation received from CITY to those streets identified in this agreement and as shown on Exhibit A.
5. UNIVERSITY shall notify CITY when any temporary street closures or traffic alterations are necessary for Street Maintenance. Such notification to CITY shall occur as far in advance of the planned work as is practical.
6. UNIVERSITY shall notify CITY of anticipated pavement overlays, re-sealing, and pavement replacement maintenance projects during the design phase of such projects and provide CITY with the opportunity to review and approve such projects.
7. UNIVERSITY shall designate its Director of Facilities as its liaison with CITY regarding the terms of this Agreement.
8. UNIVERSITY shall cooperate with CITY on efforts to identify and formalize agreements to ensure efficient public street maintenance and management beyond what is agreed upon herein as needed.

SECTION 3: CITY RESPONSIBILITIES

1. CITY shall, by and through execution of this Agreement, delegate responsibility for Street Maintenance for those streets shown on Exhibit A to UNIVERSITY.
2. CITY shall maintain responsibility for all traffic signals and underground utility maintenance, repair, addition, and replacement on CITY owned streets; with the exception

all maintenance, repairs, replacement, and cleaning of storm drain facilities described in Section 2.2 herein and shown on Exhibit B. CITY shall return street condition back to the prior condition or better when conducting necessary maintenance on said facilities, as agreed upon by both parties.

3. CITY shall notify UNIVERSITY prior to initiation of any of CITY's planned street improvement and enhancement projects not considered Street Maintenance when proposed on those streets shown on Exhibit A. Such notification to UNIVERSITY shall occur as far in advance of the planned work as is practical.
4. CITY shall compensate UNIVERSITY in an amount equivalent to that expended on 3.3 miles of similar streets maintained by CITY. The agreed-upon amount shall be the proportionate percentage of a rolling five-year average of the City's applicable Street Maintenance budget. Compensation for each year shall be made in two installments, with the first occurring at the beginning of CITY's fiscal year and the second occurring six months thereafter. The first year of the financial commitment shall occur on or near October 15, 2022. Such compensation shall occur each year until this MOU is terminated. Payments shall be made payable to "Bursar, University of Idaho" and mailed to the attention of "Facilities, University of Idaho, 875 Perimeter Drive, Moscow ID 83844-2281 or such different address or person as UNIVERSITY shall provide to CITY by written notice. Monies shall be deposited directly into the U.I. Street Maintenance Budget to be used for maintenance services as specified herein.
5. CITY shall designate its Deputy City Supervisor - Public Works & Services, as its liaison with UNIVERSITY regarding the terms of this Agreement.
6. CITY shall cooperate with UNIVERSITY on efforts to formalize agreements to ensure efficient public street maintenance and management, beyond what is agreed upon herein, as needed.

SECTION 4: AGREEMENT TERM AND MODIFICATION

This Agreement shall be effective upon the later date, if there is a difference, of the signatures of the two parties. The Agreement may be modified at any time with the mutual written approval of both parties to the modified Terms of the revised Agreement. Either party may unilaterally terminate its obligations under this Agreement with sixty (60) days written notice to the other party. CITY shall pay any pro-rata portion of the compensation due under Section 3.4 of this Agreement within thirty (30) days of termination of this Agreement.

SECTION 5: GENERAL CONDITIONS

1. CITY and UNIVERSITY shall be governed by the attached Memorandum of Understanding Between the University, City of Moscow, and Latah County Regarding Liability and Responsibility, dated February 2019.

2. UNIVERSITY's liability coverage is provided through a self-funded liability program administered by the State of Idaho Office of Insurance Management. CITY's liability coverage is provided through the Idaho Counties Risk Management Program. Limits of liability, and of UNIVERSITY and CITY's indemnification under this agreement with respect to claims covered by the Idaho Tort Claims Act, are \$500,000 Combined Single Limits, which amount is UNIVERSITY's limit of liability under the Idaho Tort Claims Act.
3. UNIVERSITY and CITY shall promptly notify the other party of any such claim arising under or otherwise related to the provisions of this agreement, and UNIVERSITY and CITY shall cooperate with the other party in defense of such claims.
4. UNIVERSITY and CITY shall, upon demand, each provide a Certificate of Insurance or a Certificate of Financial Responsibility to the other party, evidencing coverage as required under this Agreement.
5. Notice of claim or incident shall be given to "Risk Manager, University of Idaho, Moscow ID 83844-3162. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (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:
AVP -Facilities
875 Perimeter Drive University of Idaho
P.O. Box 442281 Moscow, ID 83844-2281

CITY:
City of Moscow
ATTN: Deputy City Supervisor; Public Works & Services
P.O. Box 9203
Moscow ID 83843

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whoever received, shall always be effective.

6. This Agreement constitutes the entire understanding between the parties with respect to its purpose.
7. Each individual executing this Agreement represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said entity and that this Agreement is binding upon said entity in accordance with its terms.

IN WITNESS WHEREOF, CITY and UNIVERSITY, by and through their authorized representatives, have executed this Agreement on the date following their respective signatures.

UNIVERSITY:
The Regents of the University of Idaho

CITY:
City of Moscow, Idaho

Brian Foisy, Vice President
Finance and Administration

Arthur D. Bettge, Mayor

Date

ATTEST:

Laurie M. Hopkins, City Clerk

Approved as to Form:

Mia Bautista, City Attorney

CITY COUNCIL STAFF REPORT

DATE: Monday, September 19, 2022



AGENDA ITEM TITLE

T- Mobile Wireless Communications Facility Lease Agreement - Bill Belknap

RESPONSIBLE STAFF

Bill Belknap, City
Supervisor

REVIEWED BY

Engineering and Water Department; This was reviewed by the Public Works/Finance Committee on September 12, 2022 and recommended for approval.

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

DESCRIPTION

The City was approached by T-Mobile with a request to install a wireless communications facility upon the water tank located at Rotary Park. The proposed antenna and equipment installation plans have been reviewed and approved by the Engineering and Water Departments and Staff has prepared a wireless communications facility lease agreement for the Council's review and approval. Under the lease agreement, T-Mobile will pay the City \$28,800 per year with an annual escalator of three percent. The term of the agreement is five years with the option for five additional renewal terms.

STAFF RECOMMENDATION

Approve the wireless communications facility lease agreement.

PROPOSED ACTIONS

ACTION: Approve the wireless communications facility lease agreement.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. T-Mobile Lease 2022

WIRELESS COMMUNICATIONS FACILITY AGREEMENT
BETWEEN CITY OF MOSCOW, IDAHO AND T-MOBILE
ROTARY PARK WATER TOWER

THIS WIRELESS COMMUNICATION FACILITY LEASE AGREEMENT (hereinafter “Agreement”) is effective the date of the last signature on this Lease (the “Effective Date”) 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 T-Mobile West LLC, a Delaware limited liability company, 12920 SE 38th Street, Bellevue, Washington 98006 (hereinafter “T-MOBILE”).

In consideration of the mutual covenants contained in this Agreement and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, CITY and T-MOBILE agree as follows:

- A. Property: CITY is the owner of the real property known as Jim Lyle Rotary Park located at 1026 East F Street, Moscow, Idaho, as further described on Exhibit “A” (hereinafter “Property”).
- B. Permitted Use: In exchange for the Lease Fee as described herein, T-MOBILE is hereby granted the right to construct, operate, maintain, repair and remove a wireless communication facility (WFC) on the Property described in Section A herein and as shown upon the approved construction drawings shown on Exhibit “B” (hereinafter “WFC Equipment”). No additional compensation beyond the standard permit and plan review fees charged by CITY for any require land use, building, electrical or other construction permits or plan reviews shall be required in association with the installation, maintenance, operation and/or removal of the T-MOBILE WFC. The WFC Equipment will contain the following components:
 - 1. Ground mounted equipment. An equipment enclosure area comprised of approximately one hundred seventeen (117) square feet, consisting of electrical panels and equipment, ground mounted radio equipment, backup power generator, other miscellaneous electrical and communications equipment and cabinets, masonry screen walls, and landscaping as shown in Exhibit “B”.
 - 2. Antenna Facilities. Seven (7) panel antennas, seven (7) remote radio units, and associated hybrid and coaxial cable connections to and between the antennas and the ground mounted equipment as shown on Exhibit “B”. All antennas, cables and connections shall only be mounted in a manner approved by CITY and shall not unduly interfere with the water tower cat-walk or access ladder. All installation work shall be completed by a contractor approved by CITY. The WFC Equipment shall remain the exclusive property of T-MOBILE and shall not be considered fixtures. T-MOBILE shall have the right to install the WFC Equipment at any time during the Initial Term, and during such Term, CITY shall reserve space and load capacity to accommodate the WFC Equipment.

3. Underground power lines and components. Underground conduit and utility connections necessary to provide service to the WFC and provide connection to the Antenna Facilities and other equipment mounted upon the water tower as shown on Exhibit "B".
- B. Lease Term. The Initial Term of this Agreement shall be five (5) years commencing upon the Effective Date of this Agreement and ending on the day immediately preceding the fifth (5th) anniversary of the Effective Date. This Agreement shall automatically renew for five (5) additional five (5) year renewal term periods upon the same terms and conditions contained herein. The Initial Term, together with any Renewal Terms and Extended Periods are referred to collectively as the "Term."
- C. Lease Fees.
1. Upon the Effective Date, T-MOBILE shall pay CITY lease payments in the amount of Two Thousand Four Hundred Dollars (\$2,400) per month (hereinafter "Lease Fee"). Upon each anniversary of the Effective Date, the Lease Fee shall be increased annually by an amount equal to three percent (3%) of the Lease Fee for the immediately preceding year. T-MOBILE shall deliver the Lease Fee to CITY at the address specified in Section Q herein, or by electronic payment upon prior approval by CITY. The first Lease Fee payment shall be due within 30 days of the Effective Date. Subsequent Lease Fee shall be payable by the first (1st) day of each month thereafter.
 2. Recovery of Costs. T-MOBILE shall reimburse CITY for any and all reasonable costs CITY incurs in responding to any emergency caused by T-MOBILE's equipment and uses on the Property. T-MOBILE, shall reimburse CITY for its proportionate share for all expenses and costs, including CITY personnel salary and benefits, incurred by CITY in planning, constructing, installing, repairing or altering any CITY facility which becomes reasonably necessary as the result of the presence of T-MOBILE's equipment and uses permitted by this Agreement.
 3. T-MOBILE shall pay all costs involved in the construction, operation, maintenance, repair, and removal of T-MOBILE's WFC Equipment and uses permitted under this Agreement. T-MOBILE shall have a representative inspector on-site during the installation process, including when work is being done by any contractor or subcontractor.
 4. Any charges payable under this Agreement, other than Lease Fees and permit and plan review fees, shall be billed by CITY to T-MOBILE within twelve (12) months from the date the charges were incurred or due; otherwise, the charges shall be deemed time-barred and forever waived and released by CITY.
- D. CITY Cooperation. During the Initial Term, CITY shall reasonably cooperate with T-MOBILE's due diligence activities, which shall include, but not be limited to, access to the Property for inspections, testing, and permitting related to the rights and uses granted under this Agreement. CITY's cooperation shall include the prompt execution and delivery of any documents necessary to obtain and maintain Government Approvals or utility services. Additionally, CITY shall not take any actions which are in conflict with or interfere with T-MOBILE's Governmental Approvals.

E. Construction.

1. Integrity of Water Tower. T-MOBILE shall not place any equipment or make any modifications or proceed with any construction on the Property and CITY'S water tower located thereon which would in any way compromise the integrity of CITY's water tower or CITY's water system. Prior to construction, modification, or placement of any associated component, T-MOBILE will submit plans and specifications for the proposed work for review and approval by CITY. CITY has the sole discretion to determine whether the integrity of CITY's water tower or water system may be compromised by the proposed work. T-MOBILE shall not proceed with any proposed work without written authorization by CITY.
2. WFC Equipment. T-MOBILE agrees that all of the WFC Equipment to be installed upon the Property, and the location thereof (hereinafter "Site"), will be in accordance with that specified within Exhibit "B". Any deviation from the approved plans shall result in T-MOBILE being in default with respect to this Agreement. T-MOBILE may replace its existing WFC Equipment at any time with identical or substantially identical (in dimension, weight, as well as specification) equipment. CITY shall have the right to require T-MOBILE to relocate its WFC Equipment on the Tower to a different location on the Tower as long as the WFC Equipment move does not interfere with T-MOBILE's signal transmission. CITY will give T-MOBILE ninety days (90) days' notice of any WFC Equipment move in a non-emergency status. In an emergency situation, if T-MOBILE fails to make reasonable efforts to relocate its WFC Equipment as requested in a timeframe provided by CITY, CITY shall have the right to remove T-MOBILE's WFC Equipment if necessary to resolve the emergency.
3. Pre-Construction Procedures. Prior to installing any WFC Equipment or making any modifications, enhancements or changes thereto (other than replacements of identical items at the same location) (collectively, the "Work"), the following procedures shall be adhered to:
 - a. T-MOBILE shall submit to CITY detailed plans and specifications (the "Plans"), accurately describing all aspects of the proposed Work to be performed, including weight and wind load requirements and power supply modifications, enhancements or requirements, and evidence that T-MOBILE has obtained all approvals, permits and consents required by, and has otherwise complied with, all Federal, State and Local laws, rules, regulations, safety and other codes and ordinances ("Legal Requirements") applicable to the performance of the Work.
 - b. T-MOBILE shall not commence any of the Work until CITY notifies T-MOBILE of its written approval of the Plans, which approval, with respect to T-MOBILE's initial installation, will not be unreasonably withheld as long as the Plans conform to the requirements of this Agreement.
 - c. To the extent required by local authorities, T-MOBILE will obtain, at T-MOBILE's cost and expense, all required local governmental or quasi-governmental approvals and permits for construction and operation of the

Equipment. T-MOBILE shall provide CITY with copies of such approvals and permits immediately upon receipt.

- d. T-MOBILE shall be solely responsible for inspecting the ladder system on CITY's water tower for safety before allowing its employees or contractors to use the ladder system. CITY DOES NOT MAKE AND WILL NOT MAKE ANY REPRESENTATION WHATSOEVER AS TO THE SAFETY CONDITION OF THE LADDER SYSTEM ON CITY'S WATER TOWER FOR THE PURPOSE OF THE USE INTENDED BY T-MOBILE OR ANYONE ACTING FOR OR ON BEHALF OF T-MOBILE.
 - e. In engaging anyone to perform any portion of the Work and to the extent permitted by law, T-MOBILE shall obtain and record a written waiver from any contractor, subcontractor, laborer or materialman of all rights under State material and mechanic lien laws or other laws to impose a lien on the Property or on any of CITY's property. In addition, T-MOBILE shall provide CITY with worker's compensation and general liability insurance certificates, including CITY as an additional insured on its commercial general liability insurance, and otherwise satisfying the coverage requirements described herein and covering its performance of the Work. T-MOBILE shall require its contractors to carry the required insurance also. T-MOBILE shall be solely responsible and liable to CITY for T-MOBILE's failure to obtain or deliver to CITY the required insurance certificates from T-MOBILE's approved contractor.
4. Performance of Work. Upon completion of the procedures set forth in subsection E.3 above, T-MOBILE shall provide CITY with prior notice of the date upon which T-MOBILE shall commence the installation of T-MOBILE's WFC Equipment. The following shall apply to performance of the Work:
- a. T-MOBILE shall perform, or cause to be performed, all of the Work in compliance with the Plans approved by CITY and with all Legal Requirements. T-MOBILE shall ensure that the Work does not interfere with communications systems, equipment and operations of other pre-existing licensees or users on the Property.
 - b. All Work shall be performed by qualified contractors (including steeplejacks or other tower climbers), subject to the approval of CITY. Notwithstanding the foregoing, CITY reserves the right, in its sole discretion, to refuse to permit any person or company to climb any water tower or other structure owned or leased by CITY. T-MOBILE shall pay all invoices of labor and materialmen in a timely manner to prevent the imposition of any liens on CITY's property or T-MOBILE's property located on the Property.
 - c. In no event shall T-MOBILE install or cause to be installed any additional utilities without the prior consent of CITY.
 - d. Under-grounding of electrical service to serve the WFC Equipment permitted under this Agreement is required by this Agreement on the property described

above in Section A and in the public right-of-way serving the entrance to said property. All costs of obtaining electrical service to T-MOBILE's WFC Equipment and the under-grounding thereof, as herein required, shall be the sole obligation of T-MOBILE and not CITY. The location of the electrical service meter shall be approved by CITY.

5. After Completion of Work.

- a. Upon the completion of T-MOBILE's installation of its WFC Equipment, but in no event later than ten (10) business days following such completion, T-MOBILE shall provide CITY with as-built drawings of the WFC Equipment installed on the Property.
- b. T-MOBILE acknowledges and agrees that, upon reasonable prior notice (except for emergency situations), T-MOBILE shall reduce operating power or cease operation of its WFC Equipment which is necessary to prevent the overexposure of workers on the water tower to RF radiation. CITY will notify T-Mobile by phone at (877 611-5868(also for emergencies).
- c. T-MOBILE agrees to comply with the reasonable directions and requirements which CITY, in its discretion, may from time to time establish in connection with the Property and the operations of T-MOBILE on the Property, provided that such directions and requirements do not unreasonably interfere with T-MOBILE's lawful ordinary course of business or operations.

6. Inspection Rights. CITY reserves the right to perform a pre-installation and/or post-installation audit and review with T-MOBILE. T-MOBILE shall fully cooperate with any such reasonable request by CITY and shall respond to and address any reasonable concern of CITY as a result of such audit.

7. Costs. All Work shall be performed at T-MOBILE's sole cost and expense (including to any structural analysis or structural modifications and the installation of any of T-MOBILE's WFC Equipment, any modifications, enhancements or requirements with respect to the electrical power supply, and the preparation of the Plans and as-built drawings). CITY shall cooperate with T-MOBILE in T-MOBILE's efforts to obtain any permits or approvals that may be necessary to comply with the requirements of this Agreement; provided, however, CITY shall not be required to expend any funds or undertake any liability or obligation in connection with such cooperation. CITY may, in its sole discretion and if available, make available to T-MOBILE in exchange for an administrative fee, information which it may periodically collect from all users of the water tower which may be useful to T-MOBILE in demonstrating RF compliance.

F. Interference. T-MOBILE shall not interfere with the radio frequency communications of CITY or any of CITY's existing tenants.

G. Utility Services.

1. T-MOBILE shall have the right to connect to, maintain, repair, upgrade, remove or replace existing utility related equipment and shall have the right to install new utility related equipment, including a generator, optical fiber facilities, and alternative energy related equipment, to service its WFC Equipment, subject to CITY's prior written approval which shall not be unreasonably withheld.
2. T-MOBILE shall be responsible for all utility charges for electricity, or any other utility service used by T-MOBILE on the Property. T-MOBILE shall install separate meters for T-MOBILE's utility usage.

H. Access. Access shall be subject to such reasonable security rules as CITY may from time to time impose on a non-discriminatory basis for all users of the Property. All access for installation of the WFC Equipment shall be done during normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday, with at least twenty-four (24) hours advance notice to CITY by calling (208) 882-3122. T-MOBILE may arrange to perform work outside of normal business hours by providing one (1) week notice and T-MOBILE will be required to pay for CITY staff time for all hours outside of normal business hours at the rate of the CITY staff's usual hourly pay rate, which may include overtime pay depending on the pay status of the CITY staff. In emergency situations, T-MOBILE may have access to make repairs to T-MOBILE's equipment after providing one (1) hour notice to CITY and T-MOBILE will be required to pay for CITY staff time for all hours outside of normal business hours at the rate of the CITY staff's usual hourly pay rate. In emergency situation access, T-MOBILE will be billed a minimum of two (2) hours of CITY staff time, which may include overtime pay depending on the pay status of the CITY staff. CITY does not guarantee such access when weather conditions, road conditions and other elements outside of CITY's control might affect T-MOBILE's access to and from Property.

I. Maintenance, Operation and Ownership of Equipment by T-MOBILE.

1. Maintenance and Operation. T-MOBILE shall, at its own expense, maintain the WFC Equipment on or attached to the Property in a safe condition and in good repair, in accordance with Legal Requirements, and in a manner suitable to CITY so as not to conflict with the use of the Property by others. All repair and maintenance of T-MOBILE's WFC Equipment shall be performed by qualified technicians, duly authorized to enter the Property as T-MOBILE's agents or employees. Without limiting the foregoing, T-MOBILE shall comply with all applicable requirements imposed by Part 17 of the FCC's rules and regulations and any other applicable Legal Requirement as soon as practicable after installation or approved modification of WFC Equipment. All transmitters operated by T-MOBILE upon the Property shall include the use of, for example, a single stage isolator or a single bandpass cavity, or such other devices which may reasonably prevent or deter the creation of harmful electrical interference. CITY may determine, from time to time and as is reasonable and necessary, other similar requirements for safe, interference-free operation of T-MOBILE's Equipment upon the Property and T-MOBILE shall comply with all such requests.

J. Maintenance of the Property.

1. This Agreement contemplates that both CITY and T-MOBILE will from time to time need to do maintenance on their respective property. It further contemplates that mutual reviews of plans for construction or maintenance will occur in order to coordinate and accommodate such work and maintenance. Consistent with this approach, T-MOBILE shall take any and all steps necessary to allow CITY to carry out ongoing required maintenance in an efficient and safe manner. For example, during painting of the water tower, this requirement could include covering possible extra costs for the contractor to deal with the antennas and cable on the water tower, or the temporary removal of all antennas and cables to allow such maintenance to occur at the discretion of the CITY and at T-MOBILE's sole cost. Any required work on CITY property such as protection, removal, or relocation to allow maintenance of T-MOBILE's WFC Equipment will be done only with the prior approval of CITY at no cost to CITY. The present essential function of the Property, is the storage and conveyance of CITY potable water supplies. The approval of T-MOBILE's plans for the Property and associated components on this water tower property will be based on currently adopted long-range planning. Even so, over time, the needs of CITY may change and thus other functions may be added or exchanged for the existing function to maintain essential services to the citizens of Moscow. However, in the event CITY requires either temporary or permanent relocation of T-MOBILE's WFC Equipment or any of its components, in order to maintain or carry out any or all of the essential CITY functions of the Property, including any decision to demolish or remove the water tower, T-MOBILE shall make such changes at T-MOBILE's sole expense. CITY will, to the extent practical in non-emergency situations, provide T-MOBILE with a written request for relocation changes at least one hundred eighty (180) calendar days in advance.
2. CITY's Rights and Obligations. CITY reserves to itself and its successors and assigns, the right to maintain the Property and to operate telecommunications facilities thereon in such manner as will best enable each to fulfill its own requirements, but in accord with the covenants contained herein, including CITY's promise to maintain the Property in merchantable condition. CITY shall not be liable to T-MOBILE for any interruption of T-MOBILE's service or for interference, including electrical interference and interference created by intermodulation, with the operation of T-MOBILE's WFC Equipment arising from use of the Property hereunder, except as such responsibility is specifically set forth herein. Under no circumstances shall CITY be liable for consequential damages to any party, including third parties, arising out of interruption of T-MOBILE's service.
3. T-MOBILE's Conduct. T-MOBILE shall cooperate fully in CITY's efforts to maintain the peaceful occupation of the Property, including T-MOBILE's agreement to cooperate in maintaining the cleanliness of the Property; in constructing its WFC Equipment in a safe, reasonably quiet, and non-disruptive manner; in assisting in maintaining the security of the Property by reasonably limiting the number of persons with access to the Property; and in directing its employees, agents, or invitees to treat all other users of the Property with civility and courtesy.

K. Ingress and Egress Rights.

1. CITY grants to T-MOBILE, a nonexclusive right for ingress and egress across CITY's Property described in Section A, subject to twenty-four (24) hour prior notice to CITY by calling (208) 882-3122 for scheduled or routine maintenance, construction, servicing, and/or repair. Such twenty-four (24) hours prior written notice to CITY does not apply to emergencies. In case of an emergency, T-MOBILE shall notify CITY of entry as soon as practicable following T-MOBILE's first notice of such emergency.
2. T-MOBILE, upon written permission from CITY, may, at T-MOBILE's own cost, make such improvements as it may deem necessary in and to any access way controlled by CITY used for access to and egress from the WFC Equipment. T-MOBILE shall, at its own cost, repair to CITY standards any damage resulting from its use.
3. Should T-MOBILE require the assistance of CITY or the presence of CITY employees, agents, contractors, or subcontractors, in support of construction, maintenance, servicing, repair, and/or removal of its WFC Equipment, T-MOBILE shall compensate CITY for costs and services rendered by CITY.
4. CITY retains the right to enter into its Property and onto the subject water tower at any time without notice to T-MOBILE of CITY's intent to so enter. Nothing in this Agreement shall limit or be interpreted to limit the CITY's right to access to its own property or to appurtenances, attachments or fixtures thereto.
5. T-MOBILE shall, at all times other than during an emergency, require the presence of a CITY employee when performing any services which require T-MOBILE to be physically present on the subject water tower.

L. Termination.

1. T-MOBILE may terminate this Agreement upon thirty (30) days prior written notice to CITY, for any of the following reasons: (i) changes in local or State laws or regulations which adversely affect T-MOBILE's ability to operate; (ii) a Federal Communications Commission ("FCC") ruling or regulation that is beyond the control of T-MOBILE; (iii) technical or economic reasons; or (iv) if T-MOBILE is unable to obtain any Governmental Approval required for the construction or operation of T-MOBILE's WFC Equipment. T-MOBILE shall be responsible for continuing Lease Fee payments until the WFC Equipment is removed and the repair is made to the water tower and surrounding area of any damage done due to T-MOBILE's WFC Equipment or the removal of T-MOBILE's WFC Equipment.
2. If T-MOBILE is unable, through no fault of its own, to obtain within one (1) year after the execution of this Agreement by both Parties, all necessary permits, authorizations, and government approvals to construct and operate the WFC Equipment, T-MOBILE may, by sending written notice directed as specified herein, terminate this Agreement. T-MOBILE will remove any property it has placed on the property, and restore the Property to its previous condition, whereupon the Parties shall be under no further obligation to each other. Failure to begin construction within six (6) months of the

Effective Date and to complete construction in a timely manner shall be a basis for termination of the Agreement by CITY, provided that such time limit shall not apply to delays caused by acts of God, strikes, or other occurrences over which T-MOBILE has no control.

M. Casualty and Condemnation. If the Property or Antenna Facilities are damaged or destroyed such that T-MOBILE is unable to operate the WFC Equipment, and CITY decides not to repair or reconstruct the Property, or if CITY is unable to make such repairs or reconstruct the Property, T-MOBILE shall have the right to terminate this Agreement by written notice, without further liability to either Party. If CITY elects to repair or reconstruct the Property within a reasonable period of time, this Agreement shall continue to bind the Parties, but the Lease Fee shall abate during the period commencing on the date of destruction and extending to the date of completion of the repairs or reconstruction. In the event that T-MOBILE terminates this Agreement under this section, CITY shall return to T-MOBILE all prepaid Lease Fees collected by CITY which represents that period commencing upon the date of destruction of the Property. Nothing contained herein shall be deemed a guarantee by CITY to repair or reconstruct the Property following destruction.

N. Default and Right to Cure.

1. Notice and Cure. Neither T-MOBILE nor CITY shall be deemed in default under this Agreement until the non-defaulting Party has given the other written notice of any default hereunder. If such default is capable of cure, the defaulting Party shall have ten (10) days with respect to monetary defaults, and thirty (30) days with respect to all other defaults, after receipt of such notice, within which to cure the default; provided, however, that where a non-monetary default cannot reasonably be cured in such thirty (30) day period and if the defaulting Party shall proceed promptly to cure the same within such thirty (30) day period and shall prosecute such curing with due diligence, the time for curing such default shall be extended for such period of time as may be deemed reasonably necessary to complete such curing, not to exceed sixty (60) days from receipt of notice.
2. Exceptions. Notwithstanding the provisions of subsection N.1.:
 - a. In the event of a T-MOBILE default in emergency circumstances (as shall be interpreted in CITY's sole discretion), then CITY shall have the right, but not the obligation, to take immediate action as CITY deems prudent in the circumstances, without giving of notice or waiting for any T-MOBILE cure period to elapse, and with CITY's costs so incurred to be paid by T-MOBILE.
 - b. The Parties shall deem T-MOBILE to be in default, without notice or cure period being provided to T-MOBILE (except as expressly provided below), if any of the following occurs: (a) T-MOBILE is declared bankrupt, files for bankruptcy protection, is adjudged insolvent or has a receiver appointed to manage T-MOBILE and/or its assets; (b) T-MOBILE is found by a court of competent jurisdiction to have engaged in criminal activity in the operation of WFC Equipment; (c) T-MOBILE causes any unbonded lien to be placed on or against

any real property, structures or appurtenances which are part of the Property and which is not satisfied and removed within thirty (30) days after notice to T-MOBILE of its placement; or (d) following notification by another user of the Property, CITY's agents or employees, the FCC or any other governmental authority that operation of T-MOBILE's WFC Equipment is causing interference with, or injury or damage to, other persons or users or their operations or is being operated in violation of law, T-MOBILE fails to cure immediately such problems (by ceasing to operate or otherwise), or conclusively refute such allegations to the satisfaction of CITY, within forty eight (48) hours following notification (by telephone to (877) 611-5868.

O. CITY's Rights and Remedies.

Remedies. Upon the occurrence of a default, the giving of notice, if required, and the expiration of any applicable cure period without T-MOBILE effecting a cure, CITY shall, in addition to all other remedies available at law or equity, have the following rights and remedies, all of which shall be cumulative and may be exercised singly or in any combination, except as expressly provided herein to the contrary:

1. CITY shall have the right to accelerate all charges due to CITY from T-MOBILE for the remainder of the then current term of this Agreement and T-MOBILE shall pay the same upon demand.
2. CITY shall have the right, but not the obligation, to cure any uncured default by T-MOBILE, with CITY's costs so incurred to be paid by T-MOBILE.
3. CITY may immediately terminate this Agreement.

P. Insurance and Subrogation and Indemnification.

1. Indemnities. T-MOBILE shall indemnify CITY against any and all claims and demands for damages to Property and injury or death to persons, arising out of or caused by the installation, maintenance, presence, use or removal of the WFC Equipment on the Property, except to the extent that such damage or injury shall be due to the sole negligence of CITY, its employees, agents, or invitees.
2. Insurance. T-MOBILE shall obtain and maintain commercial general liability insurance in an amount equal to one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate during the term of this Agreement and any renewal period, covering T-MOBILE's use of the Property. Such insurance policy shall include CITY and T-MOBILE as additionally insured persons. T-MOBILE shall also carry worker's compensation insurance and automobile insurance as required by law. T-MOBILE shall be responsible for maintaining any insurance covering T-MOBILE's own property located on the Property; the lives and health of their respective agents, employees and invitees; damage or injury to another person or another person's property caused by the acts or omissions of T-MOBILE's own agents, employees, or

invitees; and any other business or liability insurance which T-MOBILE may deem necessary to T-MOBILE's interests.

3. Waiver of Subrogation. T-MOBILE hereby waives and releases any and all rights of recovery, claim, action, or causes of action, against CITY, its agents, officers or employees, for any property loss or damage by reason of fire, the elements, or any other cause which could be insured against under the terms of standard property, liability, fire and extended coverage insurance policies, regardless of cause or origin, including negligence of other Party hereto, its agents, officers or employees, and each Party covenants that no insurer shall hold any right of subrogation against CITY.
 4. Hold Harmless. T-MOBILE hereby agrees to defend, hold harmless, and indemnify CITY, CITY's officers, employees, agents, engineers, and representatives from all suits, actions, or claims of any kind, including, but not limited to, those brought because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of T-MOBILE, T-MOBILE's employees, agents, representatives or its subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of T-MOBILE, T-MOBILE's employees, agents, representatives or its subcontractors; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under applicable Workmen's Compensation laws, or any other law, ordinance, order or decree.
 5. T-MOBILE shall not be responsible or liable to CITY or any third party for any claims, damages, costs, expenses, including liens, fines, penalties or other enforcement actions, attributable to any pre-existing violations of applicable laws, codes, ordinances or other regulations relating to the Property (collectively, "Pre-Existing Violations"). To the extent T-MOBILE is or may be required to cure such Pre-Existing Violations in order to obtain any Governmental Approvals for its Permitted Uses of the Property, however, T-MOBILE shall have the right, but not the obligation, to cure such Pre-Existing Violations.
- Q. Notices. All notices, requests, demands and other communications shall be in writing and shall be effective three (3) business days after deposit in the U.S. mail, certified, return receipt requested, or upon receipt if personally delivered or sent via a nationally recognized courier to the addresses set forth below. CITY or T-MOBILE may from time to time designate any other address for this purpose by providing written notice to the other Party.

T-MOBILE

T-Mobile USA, Inc.
Attn: Lease Compliance/SP09135C
12920 SE 38th Street
Bellevue, WA 98006

CITY

City of Moscow, Idaho
Attn: IS Director
P O Box 9203
Moscow, ID 83843

Per the W-9 form, Lease Fee is to be paid to:

City of Moscow, Idaho
P O Box 9203
Moscow, ID 83843

- R. Quiet Enjoyment, Title and Authority. CITY covenants and warrants that: (a) CITY has full right, power and authority to execute and perform this Agreement and to grant T-MOBILE the leasehold interest under this Agreement; (b) CITY has good and unencumbered title to the Property, free and clear of any liens or Mortgages (defined below) which will interfere with T-MOBILE's Permitted Uses and any rights under this Agreement; (c) the execution and performance of this Agreement shall not violate any laws, ordinances, covenants, or the provisions of any Mortgage, lease, or other agreement binding on CITY; (d) T-MOBILE's use and quiet enjoyment of the Property will not be disturbed; and (e) CITY will be responsible, at its sole cost and expense, for maintaining all portions of the Property in good order and condition and in compliance with all applicable laws.
- S. Environmental Laws.
1. Representations and Warranties. T-MOBILE represents, warrants and agrees that it will conduct its activities on the Property in compliance with all applicable environmental laws and regulations. CITY represents, warrants and agrees that it has in the past, and will in the future, conduct its activities on the Property in compliance with all applicable environmental laws and regulations and that, to CITY's knowledge, the Property is free of hazardous substances as of the date of this Agreement.
 2. Indemnities. T-MOBILE agrees to defend, indemnify and hold harmless CITY from and against any and all claims, causes of action, demands, and liability including damages, costs, expenses, assessments, penalties, fines, losses, judgements and attorney's fees that CITY may suffer due to the existence or discovery of any hazardous substance on the Property or the migration of any hazardous substance to other properties or release into the environment, that relate to or arise from T-MOBILE's activities on the Property. The indemnifications in this section specifically include costs incurred in connection with any investigation of Property conditions or any cleanup, remedial, removal or restoration work required by any governmental authority.
 3. RF Emissions; Cooperation. Regardless of fault, T-MOBILE agrees to cooperate with CITY and other users of the Property to resolve any violations of RF emission standards created by the operation, collocation, and use of the Property by T-MOBILE and all other users, which standards are promulgated by the FCC, including, if necessary, the provision of shielding devices or hardware or other such remedies which are reasonably required to assure compliance with all such regulations. CITY agrees to cooperate with T-MOBILE to assist in assuring compliance with all FCC promulgated RF exposure limitations, including providing to T-MOBILE upon request all relevant information which CITY has in its possession and is permitted to disclose regarding the equipment employed by collocated systems operating upon the Property.

4. Notice. T-MOBILE warrants that they shall provide immediate notification to CITY of any investigation or lawsuit commenced by any agency, governmental body, person, or forum regarding any alleged violation of any environmental protection law or regulation. T-MOBILE's failure to provide or providing of such notification will not, however, be deemed a waiver of a T-MOBILE's obligation to provide indemnification required hereunder.
- T. Assignment. T-MOBILE shall not assign this Agreement without the prior written consent of CITY, except CITY will not unreasonably withhold consent to such assignment to (i) any purchaser of T-MOBILE or (ii) T-MOBILE's parent corporation or an affiliate of T-MOBILE, as long as such assignee is also the successor to T-MOBILE's FCC license to operate T-MOBILE's WFC Equipment and agrees in writing to be bound by all terms and conditions contained herein. Any assignment not in strict conformance with the foregoing shall be deemed void. T-MOBILE shall promptly provide CITY with written notice of any permitted assignment and written confirmation from any assignee that such assignee agrees to be bound to the terms and conditions of this Agreement.
- U. Relocation. CITY must provide T-MOBILE at least three (3) months written notice of any repairs, maintenance or other work (the "Work") during the Term of the Agreement, which would require the temporary relocation of the Antenna Facilities. CITY agrees that the Work will not interfere with or alter the quality of the services provided by the Antenna Facilities.
- V. Marking and Lighting Requirements. If any water tower or other support structure for T-MOBILE's Antenna Facilities is owned by CITY, CITY acknowledges that CITY shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration and the FCC.
- W. Miscellaneous.
 1. The prevailing Party in any litigation or other legal proceedings arising under this Agreement (including any appeals and any insolvency actions) shall be entitled to reimbursement from the non-prevailing Party for reasonable attorneys' fees and expenses.
 2. This Agreement and the exhibits hereto contain the entire Agreement between the Parties, and no statements, promises, or inducements made by either Party, or agents of either Party are valid or binding unless contained herein. This Agreement may not be enlarged, modified or altered except upon written agreement signed by the Parties hereto.
 3. Jurisdiction and Venue. It is agreed that this Agreement shall be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, it is agreed that proper venue shall be the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah.
 4. If any term of this Agreement is found to be void or invalid, the remaining terms of this Agreement shall continue in full force and effect. Any questions of particular interpretation shall be interpreted as to their fair meaning.

5. Each Party hereby represents and warrants to the other that this Agreement has been duly authorized, executed and delivered by it, and that no consent or approval is required by any lender or other person or entity in connection with the execution or performance of this Agreement.
6. If either Party is represented by any broker or any other leasing agent, such Party is responsible for all commission fee or other payment to such agent.
7. This Agreement and the interests granted herein shall run with the land, and shall be binding upon and inure to the benefit of the Parties, their respective successors, personal representatives and assigns.
8. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and fully binding on the signatory in all respects, but all of which together shall constitute a single instrument. Signed facsimile and electronic copies of this Agreement shall legally bind the Parties to the same extent as original documents.
9. Warranty of Signatories. The persons signing below warrant that they possess all actual and apparent authority to bind legally the Party which they claim to represent, for all purposes related to performance in accord with the terms contained herein. The signing persons agree that they possess all authority, both actual and implied, to cause the Party they represent to enter into and perform under this Agreement for all purposes.
10. This Agreement shall not become effective or binding until executed by CITY.

IN WITNESS WHEREOF, T-MOBILE and CITY have caused this Agreement to be executed on the day and year written below.

T-MOBILE WEST LLC

CITY OF MOSCOW, IDAHO

By: _____

By: _____
Arthur D. Bettge, Mayor

Date: _____

Date: _____



TMO Signatory Level : L06

ATTEST:

Laurie M. Hopkins, City Clerk

Approved as to Form:

Approved as to Form:

Mia Bautista, City Attorney

**EXHIBIT “A”
Legal Description**

Property address of 1026 East F Street, Moscow, Idaho 83843 Assessor’s tax parcel number of RP M00000081200.

The Property is legally described as follows:

A parcel of land located in the NE ¼ of Section 8, Township 39 North, Range 5 West of the Boise Meridian, more particularly described as follows:

Commencing at a point 1080 feet north and 715.7 feet east of the southwest corner of the northeast quarter of section 8, township 39 north, range 5 west of the Boise, Meridian; thence running east 624.9 feet; thence north 330 feet; thence west 624.9 feet; thence south 330 feet to the place of beginning;

Excepting therefrom a parcel of land commencing at a point 1080 feet north and 715.7 feet east of the southwest corner of the northeast quarter of section 8, township 39 north, range 5 west, Boise Meridian; thence running east 300 feet; thence north 255 feet; thence west 300 feet; thence south 255 feet to the place of beginning;

Also excepting therefrom all that portion of the subject property described above which lies within vandal drive as disclosed on the recorded plat of tower addition to the City of Moscow, recorded December 12, 1969 as Instrument No. 247613, records of Latah County, Idaho.

EXHIBIT “B”

T-MOBILE’s Property and Location of T-MOBILE’s WFC Equipment as shown in the immediately following attachment(s)

1. THIS UNSTAFFED AND RESTRICTED EQUIPMENT SITE, WILL BE USED FOR THE TRANSMISSION OF RADIO SIGNALS FOR THE PURPOSE OF PROVIDING PUBLIC CELLULAR SERVICE.
2. T-MOBILE CERTIFIES THAT THIS WIRELESS EQUIPMENT FACILITY WILL BE SERVICED ONLY BY CARRIER EMPLOYEES AND THE WORK ASSOCIATED WITH ANY EQUIPMENT CANNOT BE PERFORMED BY HANDICAPPED PERSONS. THIS FACILITY WILL BE FREQUENTED ONLY BY SERVICE PERSONNEL FOR REPAIR PURPOSES. PURSUANT TO THE AMERICANS WITH DISABILITIES ACT (ADA), APPENDIX B SECTION 4.11 (5) (b), THIS FACILITY IS EXEMPT FROM THAT ACT.
3. NO POTABLE WATER SUPPLY IS TO BE PROVIDED AT THIS LOCATION.
4. NO WASTE WATER OR SOLID WASTE WILL BE GENERATED AT THIS LOCATION.
5. T-MOBILE MAINTENANCE CREW (ONE PERSON) WILL MAKE AN AVERAGE OF ONE TRIP PER MONTH AT ONE HOUR PER TRIP.

SITE NAME:

SITE NUMBER:

FILE NAME:

LOCATION:

[illegible]

<u>APPLICANT:</u> T-MOBILE 715 E SPRAGUE AVE - STE 40 SPOKANE, WA 99202	<u>DEVELOPMENT MANAGER:</u> LAURA BERTELLOTTI (425) 765-9216 laura.bertelotti1@t-mobile.com
<u>PROJECT ENGINEER:</u> CORNERSTONE ENGINEERING, INC. 16928 WOODINVILLE-REDMOND RD N.E. STE 210 WOODINVILLE, WA 98072 MARK W OLSON, P.E. (425) 487-1732	<u>PROJECT LEAD / SITE ACQUISITION:</u> BEN MARCUS (503) 593-1023 bmarcus@synergy.cc
<u>PROJECT CONSULTANT:</u> ADVANTAGE ENGINEERS (SYNERGY) 140 GRAVES TRAIL, UNIT B BOZEMAN, MT 59718	<u>OPERATIONS MANAGER:</u> LARRY WEIDINGER (509) 999-3052 larry.weidinger@t-mobile.com
<u>PROPERTY OWNER:</u> CITY OF MOSCOW 206 E THIRD STREET MOSCOW, ID 83843 JESSE FLOWERS (208) 883-7121	<u>CONSTRUCTION MANAGER:</u> GREG BOUVETTE (509) 939-7777 gbouvette@synergy.cc
	<u>CONSTRUCTION MANAGER:</u> ALAN STUMPP (509) 370-0103 alan.stumpp@t-mobile.com
	<u>REGULATORY REVIEW:</u> MATT RUSSO (425) 383-7491 matt.russo4@t-mobile.com

<u>CODE INFORMATION:</u> ZONING CLASSIFICATION: R-3 BUILDING CODE: IBC 2015 CONSTRUCTION TYPE: V-B JURISDICTION: CITY OF MOSCOW, ID PROPOSED BUILDING USE: TELECOMM	<u>PARCEL NUMBER:</u> RP M00000081200 <u>AREA OF PARCEL:</u> ±93,383 SQ. FT. (±2.14 ACRES) <u>PROJECT AREA:</u> ±117 SQ. FT. (EQUIPMENT AREA) <u>NEW IMPERVIOUS AREA:</u> 0 SQ. FT.
<u>SITE LOCATION (BASED ON NAD 83):</u> LATITUDE: 46°44'27.30" N (46.740915) LONGITUDE: 116°59'11.76" W (-116.986601) TOP OF STRUCTURE: ±117.5' (T.O. WATER TANK) BASE OF STRUCTURE: ±2677.4' AMSL (1-A 02/14/18)	
<u>GENERAL INFORMATION:</u> 1. PARKING REQUIREMENTS ARE UNCHANGED. (NON ASSIGNED TECH PARKING) 2. TRAFFIC IS UNAFFECTED.	

DWG	DESCRIPTION
T-1	TITLE SHEET
G-1	GENERAL NOTES
C-1	TOPOGRAPHIC SURVEY & EXISTING CONDITIONS
A-1	SITE PLAN
A-1.1	ENLARGED SITE PLAN
A-1.2	EQUIPMENT PLAN
A-1.3	ANTENNA PLAN & SCHEDULES
A-2	WEST ELEVATION & DETAIL
A-3	DETAIL SHEET
A-3.1	DETAIL SHEET
A-3.2	DETAIL SHEET
A-3.3	DETAIL SHEET
A-3.4	DETAIL SHEET
A-4	CONSTRUCTION DETAILS
L-1	LANDSCAPING PLAN
L-2	LANDSCAPING NOTES & DETAILS
RF-1	RF DETAILS
RF-1.1	RF DETAILS
E-1	UTILITY ROUTING PLAN
E-1.1	ELECTRICAL DETAILS
E-2	GROUNDING PLAN
E-2.1	GROUNDING DETAILS & NOTES
E-3	ELECTRICAL DIAGRAMS
E-3.1	ELECTRICAL DIAGRAMS
S-1	STRUCTURAL NOTES & WATER TANK PLAN
S-2	STRUCTURAL DETAILS

TOWER WORK:

- ADD (8) ANTENNA MOUNTS △ 5
- ADD (4) OCTOPORT ANTENNAS
- ADD (3) AEHC ANTENNA/RADIO
- ADD (4) AHFIG RRH UNITS △ 3
- ADD (4) AHLOA RRH UNITS △ 6
- ADD (3) HCS 2.0 HYBRID CABLES W/ PENDANT
- ADD (8) HCS 2.0 JUMPERS @ ANTENNAS △ 1

GROUND WORK:

- REPLACE (E) CHAIN-LINK SECTIONS OF FENCING AROUND THE (E) EQUIPMENT AREA W/ CMU BLOCK WALL (MATCH EXISTING CMU BLOCK WALL)
- ADD LANDSCAPING AROUND EQUIPMENT AREA PER CITY'S TYPE "A" LANDSCAPE REQUIREMENTS
- ADD IRRIGATION TO LANDSCAPE AREA
- ADD (1) PURCELL HPL3 SITE SUPPORT CABINET △ 10
- ADD (1) PURCELL LB3 4-STRING BATTERY CABINET
- ADD (2) AMIA BASEBAND SUBRACKS
- ADD (2) ASIB BASEBAND UNITS △ 1
- ADD (2) ASIK BASEBAND UNITS
- ADD (1) FSMF BASEBAND UNIT
- ADD (3) ABIA BASEBAND UNITS △ 10
- ADD (6) ABIL BASEBAND UNITS
- ADD (3) ABIC BASEBAND UNITS △ 2
- ADD (1) FBBC BASEBAND UNIT
- ADD (1) RECTIFIER SHELF
- ADD (1) CSR IxRe V1 (GEN 1) △ 7
- ADD BATTERIES AS REQ'D
- ADD BREAKERS AS REQ'D
- ADD (2) HCS 2.0 JUNCTION BOX'S
- ADD (1) 12"x8" ICE CANOPY
- ADD (2) 6"Ø UNDERGROUND CONDUITS △ 9
- ADD (1) GPS ANTENNA
- ADD CABLE SHROUding @ TOWER LEG
- ADD SERVICE METER, HOFFMAN BOX, 200A SERVICE PANEL W/ TRANSFER SWITCH, GEN PLUG & TECH LIGHTS △ 4

PER RFDS VERSION: 1 - 06-30-2021 - 2:38:25 PM
PROJECT TYPE: ANCHOR

CONSULTANT	DATE	SIGNATURE
PROJECT LEAD		
CONSTRUCTION MANAGER		
SITE ACQUISITION		
LANDLORD'S REPRESENTATIVE		
CARRIER	DATE	SIGNATURE
DEVELOPMENT MANAGER		
PROJECT MANAGER		
RF ENGINEER		
OPERATIONS MANAGER		
CONSTRUCTION MANAGER		
REGULATORY REVIEW		
REVIEWERS SHALL CLEARLY PLACE INITIALS ADJACENT TO EACH REDLINE NOTE AS DRAWINGS ARE BEING REDLINED		

FROM NEAREST T-MOBILE OFFICE:
270 EAST TOWARD S LINE ST
TURN LEFT ONTO US-95 N / S WASHINGTON ST
TURN RIGHT ONTO EMORTON ST
TURN LEFT ONTO N POLK ST
TURN RIGHT ONTO E PUBLIC AVE
TURN RIGHT ONTO N GARFIELD ST
TURN RIGHT ONTO E F ST
WATER TANK IS IN ROTARY PARK

LEGAL DESCRIPTION

SEE SHEET A-1 FOR LEGAL DESCRIPTION



PROJECT INFO: _____

SP09135C

EAST MOSCOW WT

1026 EAST F STREET
MOSCOW, ID 83843
LATAH COUNTY

REV: _____		DATE: _____		ISSUED FOR: _____		BY: _____	
	09-01-21	CITY REVISIONS		DMO			
	08-10-21	ADD LANDSCAPE & IRRIGATION LINE		DMO			
	07-26-21	NEW RFDS, LANDSCAPE & FENCE / CMU WALL		DMO			
	05-25-21	REVIEW COMMENTS		LJS			

DRAWN BY: LJS CHK.: MWO APV.: MWO

CURRENT ISSUE DATE: 09-01-21

LICENSURE: _____



9-3-2021

JURISDICTIONAL APPROVAL: _____

PROPRIETARY INFORMATION:

DO NOT SCALE DRAWINGS. CONTRACTOR MUST VERIFY ALL DIMENSIONS AND ADVISE CONSULTANTS OF ANY ERRORS AND OMISSIONS. ALL PREVIOUS ISSUES OF THIS DRAWING ARE SUPERSEDED BY THE LATEST REVISION. THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN WHICH IS RELATED TO NAMED CLIENT IS STRICTLY PROHIBITED.

DRAWING TITLE: _____	
TITLE SHEET	

DRAWING NUMBER: _____	
T-1	12
CEI JOB NUMBER: _____	NSB 18-06007

GENERAL NOTES:

1. DRAWINGS ARE NOT TO BE SCALED, WRITTEN DIMENSIONS TAKE PRECEDENCE, THIS SET OF DOCUMENTS IS INTENDED TO BE USED FOR DIAGRAMMATIC PURPOSES ONLY, UNLESS NOTED OTHERWISE. THE GENERAL CONTRACTOR'S SCOPE OF WORK SHALL INCLUDE FURNISHING ALL MATERIALS, EQUIPMENT, LABOR, AND ANY REQUIREMENTS DEEMED NECESSARY TO COMPLETE PROJECT AS DESCRIBED IN THE DRAWINGS AND OWNERS' PROJECT MANUAL.
2. PRIOR TO THE SUBMISSION OF BIDS, CONTRACTORS INVOLVED SHALL VISIT THE JOB SITE TO FAMILIARIZE THEMSELVES WITH ALL CONDITIONS AFFECTING THE PROPOSED PROJECT. CONTRACTORS SHALL VISIT THE CONSTRUCTION SITE WITH THE CONSTRUCTION/CONTRACT DOCUMENTS TO VERIFY FIELD CONDITIONS AND CONFIRM THAT THE PROJECT WILL BE ACCOMPLISHED AS SHOWN. PRIOR TO PROCEEDING WITH CONSTRUCTION, ANY ERRORS, OMISSIONS, OR DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT/ENGINEER VERBALLY AND IN WRITING.
3. THE ARCHITECTS/ENGINEERS HAVE MADE EVERY EFFORT TO SET FORTH IN THE CONSTRUCTION AND CONTRACT DOCUMENTS THE COMPLETE SCOPE OF WORK. CONTRACTORS BIDDING THE JOB ARE NEVERTHELESS CAUTIONED THAT MINOR OMISSIONS OR ERRORS IN THE DRAWINGS AND OR SPECIFICATIONS SHALL NOT EXCUSE SAID CONTRACTOR FROM COMPLETING THE PROJECT AND IMPROVEMENTS IN ACCORDANCE WITH THE INTENT OF THESE DOCUMENTS. THE BIDDER SHALL BEAR THE RESPONSIBILITY OF NOTIFYING (IN WRITING) THE ARCHITECT/ENGINEER OF ANY CONFLICTS, ERRORS, OR OMISSIONS PRIOR TO SUBMISSION OF CONTRACTOR'S PROPOSAL. IN THE EVENT OF DISCREPANCIES THE CONTRACTOR SHALL PRICE THE MORE COSTLY OR EXTENSIVE WORK, UNLESS DIRECTED OTHERWISE.
4. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE PROJECT DESCRIBED IN THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES FOR COORDINATING ALL PORTIONS OF THE WORK UNDER THE CONTRACT.
5. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS ACCORDING TO MANUFACTURER'S/VENDOR'S SPECIFICATIONS UNLESS NOTED OTHERWISE OR WHERE LOCAL CODES OR ORDINANCES TAKE PRECEDENCE.
6. ALL WORK PERFORMED ON THE PROJECT AND MATERIALS INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES. CONTRACTOR SHALL GIVE ALL NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY, MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS, AND LOCAL AND STATE JURISDICTIONAL CODES BEARING ON THE PERFORMANCE OF THE WORK.
7. GENERAL CONTRACTOR SHALL PROVIDE, AT THE PROJECT SITE, A FULL SET OF CONSTRUCTION DOCUMENTS UPDATED WITH THE LATEST REVISIONS AND ADDENDA OR CLARIFICATIONS FOR USE BY ALL PERSONNEL INVOLVED WITH THE PROJECT. THIS SET IS A VALID CONTRACT DOCUMENT ONLY IF THE TITLE SHEET IS STAMPED "FOR CONSTRUCTION" AND EACH SUCCESSIVE SHEET BEARS THE ARCHITECT'S SIGNED WET STAMP.
8. THE STRUCTURAL COMPONENTS OF ADJACENT CONSTRUCTION OR FACILITIES ARE NOT TO BE ALTERED BY THIS CONSTRUCTION PROJECT UNLESS NOTED OTHERWISE.
9. SEAL ALL PENETRATIONS THROUGH FIRE-RATED AREAS WITH U.L. LISTED OR FIRE MARSHALL APPROVED MATERIALS IF APPLICABLE TO THIS FACILITY AND OR PROJECT SITE.
10. CONTRACTOR TO PROVIDE A PORTABLE FIRE EXTINGUISHER WITH A RATING OF NOT LESS THAN 2-A OR 2-A10BC WITHIN 75 FEET TRAVEL DISTANCE TO ALL PORTIONS OF PROJECT AREA DURING CONSTRUCTION.
11. CONTRACTOR SHALL MAKE NECESSARY PROVISIONS TO PROTECT EXISTING IMPROVEMENTS, EASEMENTS, PAVING, CURBING, ETC. DURING CONSTRUCTION. UPON COMPLETION OF WORK, CONTRACTOR SHALL REPAIR ANY DAMAGE THAT MAY HAVE OCCURRED DUE TO CONSTRUCTION ON OR ABOUT THE PROPERTY.
12. CONTRACTOR SHALL KEEP GENERAL WORK AREA CLEAN AND HAZARD FREE DURING CONSTRUCTION AND DISPOSE OF ALL DIRT, DEBRIS, AND RUBBISH OFFSITE. CONTRACTOR SHALL REMOVE EQUIPMENT NOT SPECIFIED AS REMAINING ON THE PROPERTY OR PREMISES. SITE SHALL BE LEFT IN CLEAN CONDITION AND FREE FROM PAINT SPOTS, DUST, OR SMUDGES OF ANY NATURE.
13. THE GENERAL CONTRACTOR SHALL RECEIVE WRITTEN AUTHORIZATION TO PROCEED WITH CONSTRUCTION PRIOR TO STARTING WORK ON ANY ITEM NOT CLEARLY DEFINED BY THE CONSTRUCTION DRAWINGS/CONTRACT DOCUMENTS.
14. THE CONTRACTOR SHALL PERFORM WORK DURING OWNER'S PREFERRED HOURS TO AVOID DISTURBING NORMAL BUSINESS.
15. THE CONTRACTOR SHALL PROVIDE THE CLIENT PROPER INSURANCE CERTIFICATES NAMING CLIENT AS ADDITIONAL INSURED, AND CLIENT PROOF OF LICENSE(S) AND PE & PD INSURANCE.
16. CONTRACTOR SHALL BE RESPONSIBLE FOR SCHEDULING AND COORDINATING ALL INSPECTIONS.
17. CAUTION! CALL BEFORE YOU DIG! BURIED UTILITIES EXIST IN THE AREA AND UTILITY INFORMATION SHOWN MAY NOT BE COMPLETE. CONTACT THE ONE-CALL UTILITY LOCATE SERVICE A MINIMUM OF 48 HOURS PRIOR TO CONSTRUCTION. DIAL 811.
18. CONTRACTOR TO DOCUMENT ALL WORK PERFORMED WITH PHOTOGRAPHS AND SUBMIT TO CLIENT ALONG WITH REDLINED CONSTRUCTION SET.
19. CONTRACTOR TO DOCUMENT ALL CHANGES MADE IN THE FIELD BY MARKING UP (REDLINING) THE APPROVED CONSTRUCTION SET AND SUBMITTING THE REDLINED SET TO THE CLIENT UPON COMPLETION.
20. FOR COLLOCATION SITES: CONTACT TOWER OWNER REPRESENTATIVE FOR PARTICIPATION IN BID WALK.
21. GENERAL CONTRACTOR IS TO COORDINATE ALL POWER INSTALLATION WITH POWER COMPANY AS REQUIRED. CONTRACTOR TO REPORT POWER INSTALLATION COORDINATION SOLUTION(S) TO NETWORK CARRIER REPRESENTATIVE, PROJECT CONSTRUCTION MANAGER AND ARCHITECT.
22. ANY SUBSTITUTIONS OF MATERIALS AND/OR EQUIPMENT, MUST BE APPROVED BY CLIENT CONSTRUCTION MANAGER.
23. IN THE CASE OF ROOFTOP SOLUTIONS FOR EQUIPMENT AND/OR ANTENNA FRAMES WHERE PENETRATIONS OF EXISTING ROOFING MATERIALS OCCUR, THE GENERAL CONTRACTOR SHALL COORDINATE WITH BUILDING OWNER AND BUILDING ROOFING CONTRACTOR OF RECORD FOR INSTALLATION, PATCH, REPAIR OR ANY AUGMENTATION TO THE ROOF, AND HAVE THE WORK GUARANTEED UNDER THE ROOFING CONTRACTOR'S WARRANTY FOR MOISTURE PENETRATION OR AND OTHER FUTURE BREACH OF ROOFING INTEGRITY.
24. IN THE CASE OF ROOFTOP SOLUTIONS WITH THE INSTALLATION OF ANTENNAS WITHIN CONCEALED (SHROUDED) SUPPORT FRAMES OR TRIPODS, THE GENERAL CONTRACTOR SHALL COORDINATE WITH THE FRP DESIGNER/FABRICATOR TO ENSURE THAT THE FINAL FRP SHROUD IS SIMULATING (IN APPEARANCE) DESIGNATED EXISTING EXTERIOR BUILDING FACADE MATERIALS, TEXTURES, AND COLORS. THE CONTRACTOR SHALL FURTHERMORE ENSURE THE USE OF COUNTERSUNK FASTENERS IN ALL FRP CONSTRUCTION. WHEN PHOTO SIMULATIONS ARE PROVIDED, THE CONTRACTOR SHALL ENSURE THAT FINAL CONSTRUCTION REPRESENTS WHAT IS INDICATED IN PHOTO SIMULATIONS. SHOP DRAWINGS SHALL BE PROVIDED TO THE GENERAL CONTRACTOR, CONSTRUCTION COORDINATOR, AND ARCHITECT PRIOR TO FABRICATION AND CONSTRUCTION.
25. IN THE CASE OF ROOFTOP SOLUTIONS FOR EQUIPMENT AND/OR ANTENNA FRAMES WHERE ANCHORING TO A CONCRETE ROOF SLAB IS REQUIRED, CONTRACTORS SHALL CONFIRM (PRIOR TO SUBMITTING BID) WITH CONSULTING CONSTRUCTION COORDINATOR AND ARCHITECT THE PRESENCE OF POST TENSION TENDONS WITHIN THE ROOF SLAB - RESULTING FROM AN UNDOCUMENTED DESIGN CHANGE IN THE EXISTING BUILDING "AS-BUILT DRAWING SET" - HAVING INDICATED AN ORIGINAL DESIGN SOLUTION OF REINFORCED CONCRETE WITH EMBEDDED STEEL REBAR. IN THE EVENT POST TENSION SLAB SOLUTION IS PRESENT, CONTRACTOR SHALL INCLUDE PROVISIONS FOR X-RAY PROCEDURES (INCLUDED IN BID) FOR ALL PENETRATION AREAS WHERE ANCHORING OCCURS.

26. GENERAL & SUB CONTRACTORS SHALL USE STAINLESS STEEL METAL LOCKING TIES FOR ALL CABLE TRAY TIE DOWNS AND ALL OTHER GENERAL TIE DOWNS (WHERE APPLICABLE). PLASTIC ZIP TIES SHALL NOT BE PERMITTED FOR USE ON CLIENT PROJECTS. RECOMMENDED MANUFACTURE SHALL BE: PANDUIT CORP. METAL LOCKING TIES MODEL NO. MLTAS-CP UNDER SERIES-304 (OR EQUAL), PANDUIT PRODUCT DISTRIBUTED BY TRIARC OF TACOMA, WA.

DESIGN CRITERIA:

THE STRUCTURAL DESIGN OF THIS PROJECT IS IN ACCORDANCE WITH THE INTERNATIONAL BUILDING CODE 2015 WITH IDAHO STATE BUILDING CODE AMENDMENTS (2015 IBC)

DESIGN LOADS:

DESIGN DATA FOR THE CITY OF MOSCOW, ID:

-ROOF SNOW LOAD	_____	34.5 psf
-BASIC WIND SPEED	_____	120 MPH (3 SEC GUST)
-WIND EXPOSURE	_____	C

CODE COMPLIANCE:

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUCTED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

BUILDING/DWELLING CODE	2015 IBC, 2009 IRC
STRUCTURAL CODE	2015 IBC
PLUMBING CODE	2015 UPC
MECHANICAL CODE	2012 IMC
ELECTRICAL CODE	2017 NEC
FIRE/LIFE SAFETY CODE	2015 IFC

FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. HANDICAPPED ACCESS REQUIREMENTS ARE NOT REQUIRED IN ACCORDANCE WITH THE 2015 IBC BUILDING CODE.

CONCRETE NOTES:

1. ALL CONCRETE CONSTRUCTION SHALL BE IN ACCORDANCE WITH ACI-318.
2. CONCRETE SHALL BE MIXED, PROPORTIONED, CONVEYED AND PLACED IN ACCORDANCE WITH CHAPTER 19 OF THE 2015 IBC. STRENGTHS AT 28 DAYS AND MIX CRITERIA SHALL BE AS FOLLOWS.

TYPE OF CONSTRUCTION	28 DAY STRENGTHS (fc)	W/C RATIO	MINIMUM CEMENT CONTENT PER CUBIC YARD
A. SLABS ON GRADE TOPPING SLABS CONCRETE PIERS	2,500 PSI	≤ 0.45	5 SACKS
B. ALL STRUCTURAL CONCRETE EXCEPT WALLS	4,000 PSI	≤ 0.45	6 1/2 SACKS
C. CONCRETE WALLS	4,000 PSI	≤ 0.45	6 1/2 SACKS

CEMENT SHALL BE ASTM C150, PORTLAND CEMENT TYPE II U.N.O.

3. THE GENERAL CONTRACTOR SHALL SUPERVISE AND BE RESPONSIBLE FOR THE METHODS AND PROCEDURES OF CONCRETE PLACEMENT.
4. ALL CONCRETE WITH SURFACES EXPOSED TO STANDING WATER SHALL BE AIR-ENTRAINED WITH AN AIR-ENTRAINING AGENT CONFORMING TO ASTM C260, C494, C618, C689 AND C1017. TOTAL AIR CONTENT SHALL BE IN ACCORDANCE WITH TABLE 1904.2 OF THE 2015 IBC.
5. REINFORCING STEEL SHALL CONFORM TO ASTM A615 (INCLUDING SUPPLEMENT S1), GRADE 60, fy=60,000 PSI. EXCEPTIONS: ANY BARS SPECIFICALLY SO NOTED ON THE DRAWINGS SHALL BE GRADE 40, fy=40,000 PSI. GRADE 60 REINFORCING BARS INDICATED ON DRAWINGS TO BE WELDED SHALL CONFORM TO ASTM A706. REINFORCING COMPLYING WITH ASTM A615(S1) MAY BE WELDED ONLY IF MATERIAL PROPERTY REPORTS INDICATING CONFORMANCE WITH WELDING PROCEDURES SPECIFIED IN A.W.S. D14 ARE SUBMITTED.
6. REINFORCING STEEL SHALL BE DETAILED (INCLUDING HOOKS AND BENDS) IN ACCORDANCE WITH ACI 315 AND 318. LAP ALL CONTINUOUS REINFORCEMENT AT LEAST 30 BAR DIAMETERS OR A MINIMUM OF 2'-0". PROVIDE CORNER BARS AT ALL WALL AND FOOTING INTERSECTIONS. LAP CORNER BARS AT LEAST 30 BAR DIAMETERS OR A MINIMUM OF 2'-0". LAP ADJACENT MATS OF WELDED WIRE FABRIC A MINIMUM OF 8" AT SIDES AND ENDS.
7. WELDED WIRE FABRIC SHALL CONFORM TO ASTM A-185.
8. SPIRAL REINFORCEMENT SHALL BE PLAIN WIRE CONFORMING TO ASTM A615, GRADE 60, fy=60,000 PSI.
9. NO BARS PARTIALLY EMBEDDED IN HARDENED CONCRETE SHALL BE FIELD BENT UNLESS SPECIFICALLY SO DETAILED OR APPROVED BY THE CONSULTANT.
10. CONCRETE PROTECTION (COVER) FOR REINFORCING STEEL SHALL BE AS FOLLOWS:
- | | |
|--|----------------|
| - CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH | 3" |
| - CONCRETE EXPOSED TO EARTH OR WEATHER
(#6 BARS OR LARGER)
(#5 BARS OR SMALLER) | 2"
1 1/2" |
| - CONCRETE NOT EXPOSED TO WEATHER OR IN CONTACT WITH GROUND
(SLABS, WALLS AND JOISTS) (#11 BARS AND SMALLER)
(BEAMS, COLUMNS) (PRIMARY REINFORCEMENT, TIES, STIRRUPS, SPIRALS) | 3/4"
1 1/2" |

11. BARS SHALL BE SUPPORTED ON CHAIRS OR DOBIE BRICKS.
12. ANCHOR BOLTS TO CONFORM TO ASTM A307.
13. NON-SHRINK GROUT SHALL BE FURNISHED BY AN APPROVED MANUFACTURER AND SHALL BE MIXED AND PLACED IN STRICT ACCORDANCE WITH THE MANUFACTURER'S PUBLISHED RECOMMENDATIONS. GROUT STRENGTH SHALL BE AT LEAST EQUAL TO THE MATERIAL ON WHICH IT IS PLACED (3,000 PSI MINIMUM).
14. ALL EXPANSION ANCHORS TO BE HILTI BRAND. ADHESIVE ANCHORS REQUIRE TESTING TO CONFIRM CAPACITY UNLESS WAIVED BY ENGINEER.

STRUCTURAL STEEL NOTES:

1. SHOP DRAWINGS FOR STRUCTURAL STEEL SHALL BE SUBMITTED TO THE CONSULTANT FOR REVIEW PRIOR TO FABRICATION.
2. STRUCTURAL STEEL DESIGN, FABRICATION AND ERECTION (INCLUDING FIELD WELDING, HIGH STRENGTH FIELD BOLTING, EXPANSION BOLTS, AND THREADED EXPANSION ANCHORS) SHALL BE BASED ON THE A.I.S.I. "SPECIFICATION FOR THE DESIGN, FABRICATION, AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS" LATEST EDITION. SUPERVISION SHALL BE IN ACCORDANCE WITH 2015 IBC CHAPTER 22, BY A QUALIFIED TESTING AGENCY DESIGNATED BY THE CONSULTANT. THE CONSULTANT SHALL BE FURNISHED WITH A COPY OF ALL INSPECTION REPORTS AND TEST RESULTS.
3. STRUCTURAL STEEL SHALL CONFORM TO THE FOLLOWING REQUIREMENTS:

TYPE OF MEMBER

A. WIDE FLANGE SHAPE	ASTM A992, Fy 50 KSI
B. OTHER SHAPE, PLATES AND ROD	ASTM A36, Fy 36 KSI
C. PIPE COLUMNS	ASTM A53, Fy 35 KSI
D. STRUCTURAL TUBING	ASTM A500, Fy 46 KSI
E. ANCHOR BOLTS	ASTM A307
F. CONNECTION BOLTS	ASTM A325

4. ALL MATERIAL TO BE HOT DIPPED GALVANIZED AFTER FABRICATION PER A123/A123M-13.
5. ALL WELDING SHALL BE IN CONFORMANCE WITH A.I.S.I. AND AWS STANDARDS AND SHALL BE PERFORMED BY W.A.B.O. CERTIFIED WELDERS USING E70 XX ELECTRODES. ONLY PREQUALIFIED WELDS (AS DEFINED BY AWS) SHALL BE USED. WELDING OF GRADE 60 REINFORCING BARS (IF REQUIRED) SHALL BE PERFORMED USING LOW HYDROGEN ELECTRODES. WELDING OF GRADE 40 REINFORCING BARS (IF REQUIRED) SHALL BE PERFORMED USING E70 XX ELECTRODES. WELDING WITHIN 4" OF COLD BENDS IN REINFORCING STEEL IS NOT PERMITTED. SEE REINFORCING NOTE FOR MATERIAL REQUIREMENTS OF WELDED BARS.
6. COLD-FORMED STEEL FRAMING MEMBERS SHALL BE OF THE SHAPE, SIZE, AND GAGE SHOWN ON THE PLANS. PROVIDE MINIMUM SECTION PROPERTIES INDICATED. ALL COLD-FORMED STEEL FRAMING SHALL CONFORM TO THE A.I.S.I. "SPECIFICATION FOR THE DESIGN OF COLD-FORMED STEEL STRUCTURAL MEMBERS."
7. BOLTED CONNECTIONS SHALL USE BEARING TYPE ASTM A325 BOLTS (3/4" DIA.) AND SHALL HAVE A MINIMUM OF TWO BOLTS UNLESS NOTED OTHERWISE.
8. NON-STRUCTURAL CONNECTIONS FOR STEEL GRATING MAY USE 5/8" DIA. ASTM A307 BOLTS UNLESS NOTED OTHERWISE.
9. ALL STEEL WORK SHALL BE PAINTED IN ACCORDANCE WITH THE DESIGN & CONSTRUCTION SPECIFICATION AND IN ACCORDANCE WITH ASTM A36 UNLESS NOTED OTHERWISE.
10. ALL WELDS TO BE 1/4" FILLET UNLESS NOTED OTHERWISE.
11. TOUCH UP ALL FIELD DRILLING AND WELDING WITH 2 COATS OF GALVACON (ZINC RICH PAINT) OR APPROVED EQUAL.

TOWER/POLE NOTES:

1. VERIFICATION THAT THE PROPOSED TOWER/POLE CAN SUPPORT THE PROPOSED ANTENNA LOADING IS TO BE DONE BY OTHERS.
2. PROVIDE SUPPORTS FOR THE ANTENNA COAX CABLES TO THE ELEVATION OF ALL INITIAL AND FUTURE ANTENNAS. ANTENNA COAX CABLES ARE TO BE SUPPORTED AND RESTRAINED AT THE CENTERS SUITABLE TO THE MANUFACTURER'S REQUIREMENTS.

ABBREVIATED ROOFTOP SAFETY PROCEDURES (WHEN APPLICABLE):

(AS PER "ACCIDENT PREVENTION PROGRAM" - BY PERMISSION OF WREN CONSTRUCTION, INC. - 03/01/99)

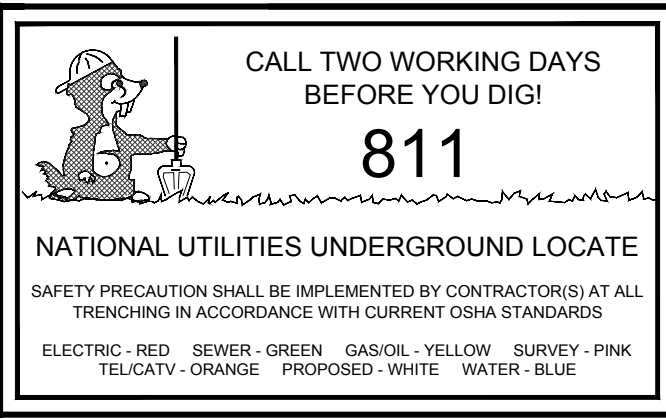
FALL PROTECTION METHODS AND EQUIPMENT
ROOF TOP INSTALLATIONS

1. FOR WORK BEING PERFORMED WITHIN 25' OF AN UNPROTECTED ROOF EDGE, THE CONSTRUCTION SUPERVISOR SHALL DESIGNATE A TRAINED SAFETY MONITOR TO OBSERVE THE MOVEMENTS AND ACTIVITIES OF THE CONSTRUCTION WORKERS.
2. SAFETY MONITOR SHALL WARN CONSTRUCTION WORKERS OF HAZARDS (I.E., BACKING UP TOWARD A ROOF EDGE, ETC.) OR UNSAFE ACTIVITIES. THE SAFETY MONITOR MUST BE ON THE SAME ROOF AND WITHIN VISUAL AND VERBAL DISTANCE OF THE CONSTRUCTION WORKERS.
3. CONSTRUCTION INVOLVING WORKERS TO APPROACH WITHIN 6' OR LESS OF AN UNPROTECTED ROOF EDGE, REQUIRES WORKERS TO USE SAFETY LINE.
4. SAFETY LINE SHALL BE MINIMUM 1/2" DIAMETER NYLON, WITH A NOMINAL TENSILE STRENGTH OF 5400 LBS.
5. SAFETY LINE SHALL BE ATTACHED TO A SUBSTANTIAL MEMBER OF THE STRUCTURE.
6. SAFETY LINE LENGTH SHALL BE SET ALLOWING CONSTRUCTION WORKER TO REACH EDGE OF ROOF, BUT NOT BEYOND.
7. SAFETY BELTS SHALL BE WORN BY ALL CONSTRUCTION WORKERS.
8. MONTHLY SAFETY INSPECTION AND MAINTENANCE OF THE FALL PROTECTION EQUIPMENT SHALL OCCUR BY THE SAFETY COMMITTEE REPRESENTATIVES, INCLUDING:

INSPECTION OF CONSTRUCTION AREA FOR HAZARDS
USE OF AN INSPECTION CHECKLIST
INTERVIEWING COWORKERS REGARDING SAFETY CONCERNS
REPORTING AND DOCUMENTING ANY HAZARDS
REPORTING HAZARDS TO THE SAFETY COMMITTEE FOR CONSIDERATION
POSTING RESULTS OF INSPECTION AND ANY ACTION TAKEN
RECEIVING AN UNBIASED REVIEW OF ONE'S OWN WORK AREA BY ANOTHER COWORKER SAFETY REPRESENTATIVE

REFER TO ROOFTOP WORK AREA SAFETY PROTOCOL
NATIONAL ASSOCIATION OF TOWER ERECTORS 2000 PUBLICATION

REFERENCED OSHA REGULATION/STANDARDS SHALL BE REVIEWED BY TOWER ERECTORS, EQUIPMENT INSTALLERS, AND TOWER/ROOF TOP CONTRACTORS/SUBCONTRACTORS
29 CFR 1926.500 - SCOPE, APPLICATION, AND DEFINITIONS
29 CFR 1926.501 - DUTY TO HAVE FALL PROTECTION
19 CFR 1926.502 - FALL PROTECTION SYSTEMS CRITERIA AND PRACTICES



SYMBOLS AND ABBREVIATIONS

A/C	AIR CONDITIONING	MAX	MAXIMUM
AGL	ABOVE GRADE LEVEL	MECH	MECHANICAL
APPROX	APPROXIMATELY	MTL	METAL
		MFR	MANUFACTURE
BLDG	BUILDING	MGR	MANAGER
BLK	BLOCKING	MIN	MINIMUM
B.O.	BOTTOM OF	MISC	MISCELLANEOUS
B.O.S.	BOTTOM OF STEEL		
		N/A	NOT APPLICABLE
CLG	CEILING	NIC	NOT IN CONTRACT
CLR	CLEAR	N.S.	NEAR SIDE
CMU	CONCRETE MASONRY UNIT	NTS	NOT TO SCALE
CONC	CONCRETE		
CONST	CONSTRUCTION	O.C.	ON CENTER
CONT	CONTINUOUS	O.D.	OUTSIDE DIAMETER
		O/H	OVERHEAD
DBL	DOUBLE	PLCS	PLACES
DIA/Ø	DIAMETER	PLYWD	PLYWOOD
DIAG	DIAGONAL	PROJ	PROJECT
DN	DOWN	PROP	PROPERTY
DET	DETAIL	PSF	POUNDS PER SQUARE FOOT
DWG	DRAWING	PSI	POUNDS PER SQUARE INCH
		PT	PRESSURE TREATED
EA	EACH	RAD	RADIUS
EL	ELEVATION	REQ	REQUIRED
ELEC	ELECTRICAL	RM	ROOM
EQ	EQUAL	RO	ROUGH OPENING
EQUIP	EQUIPMENT		
E.W.	EACH WAY	SCH	SCHEDULE
EXT	EXTERIOR	SHT	SHEET
		SIM	SIMILAR
FIN	FINISH	SPEC	SPECIFICATION
FLUOR	FLUORESCENT	SF	SQUARE FOOT
FLR	FLOOR	SS	STAINLESS STEEL
F.S.	FAR SIDE	STL	STEEL
FT	FOOT	STRUCT	STRUCTURAL
		STD	STANDARD
GA	GAUGE	SO IN	SQUARE INCH
GALV	GALVANIZED	SUSP	SUSPENDED
G.C.	GENERAL CONTRACTOR		
GRND	GROUND		
GYP BD	GYP SUM WALL BOARD		
		THK	THICK
HORZ	HORIZONTAL	THRU	THROUGH
HR	HOOR	TNNG	TINNED
HT	HEIGHT	T.O.	TOP OF
HVAC	HEATING VENTILATION AIR CONDITIONING	T.O.S.	TOP OF STEEL
		TYP	TYPICAL
I.D.	INSIDE DIAMETER	UNO	UNLESS NOTED OTHERWISE
IN	INCH		
INFO	INFORMATION		
INSUL	INSULATION	VERT	VERTICAL
INT	INTERIOR	V.I.F.	VERIFY IN FIELD
IBC	INTERNATIONAL BUILDING CODE		
		W/	WITH
LBS	POUNDS	W/O	WITHOUT
		WP	WATER PROOF

PLATE		CHAIN-LINK FENCE
CENTERLINE		CHAIN-LINK FENCE W/ BARB WIRE
EXISTING		WOOD FENCE
		TELEPHONE
DETAIL NUMBER		POWER
SHEET NUMBER		GROUND WIRE
		COAXIAL CABLE

SPECIAL INSPECTIONS:

SPECIAL INSPECTIONS IN ACCORDANCE WITH 2015 IBC SECTION 1704.

SOILS/GEOTECHNICAL:

- ☐ SHORING INSTALLATION AND MONITORING
☐ OBSERVE AND MONITOR EXCAVATION
☐ VERIFY SOIL BEARING _____ psf BEARING
☐ SUBSURFACE DRAINAGE PLACEMENT
☐ VERIFY FILL MATERIAL AND COMPACTION
☐ VERIFY CONDITIONS AS ANTICIPATED
☐ PILE PLACEMENT (AUGER CAST/DRIVEN PILE)
☐ OTHER _____

REINFORCED CONCRETE:

- ☐ REINFORCING STEEL AND CONCRETE PLACEMENT
☐ PRESTRESSED/PRECAST CONCRETE FABRICATION AND ERECTION
☐ BATCH PLANT INSPECTION
☐ SHOTCRETE
☐ GROUTING
☐ OTHER _____

STRUCTURAL STEEL:

- ☐ FABRICATION AND SHOP WELDS
☐ ERECTION AND FIELD WELDS AND BOLTING
☐ OTHER _____

STRUCTURAL ALUMINUM:

- ☐ FABRICATION AND SHOP WELDS
☐ ERECTION AND FIELD WELDS AND BOLTING
☐ OTHER _____

STRUCTURAL MASONRY:

- ☐ CONTINUOUS
☐ PERIODIC
☐ OTHER _____

OTHER: ☒ PERIODIC EPOXY PULL TEST VERIFICATION

ANCHORING TO CONCRETE:

- ☐ BOLTS INSTALLED IN CONCRETE
☐ POST-INSTALLATION ADHESIVE ANCHORS
☒ POST-INSTALLATION MECHANICAL ANCHORS

T-Mobile®

PLANS PREPARED BY:



16928 WOODINVILLE-REDMOND RD NE, SUITE 210
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PROJECT INFO:

SP09135C

EAST MOSCOW WT

1026 EAST F STREET
MOSCOW, ID 83843
LATAH COUNTY

ISSUED FOR:

CONSTRUCTION

REV.: DATE: ISSUED FOR: BY:

	09-01-21	CITY REVISIONS	DMO
	08-10-21	ADD LANDSCAPE & IRRIGATION LINE	DMO
	07-26-21	NEW RFDS, LANDSCAPE & FENCE / CMU WALL	DMO
	05-25-21	REVIEW COMMENTS	LJS

DRAWN BY: CHK.: APV.:

LJS	MWO	MWO
-----	-----	-----

CURRENT ISSUE DATE:

09-01-21

LICENSURE:



JURISDICTIONAL APPROVAL:

PROPRIETARY INFORMATION:

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DRAWING TITLE:

GENERAL NOTES

DRAWING NUMBER:

G-1

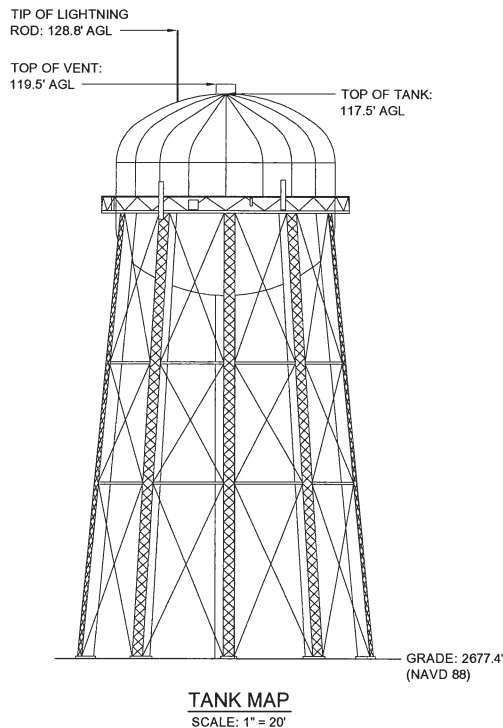
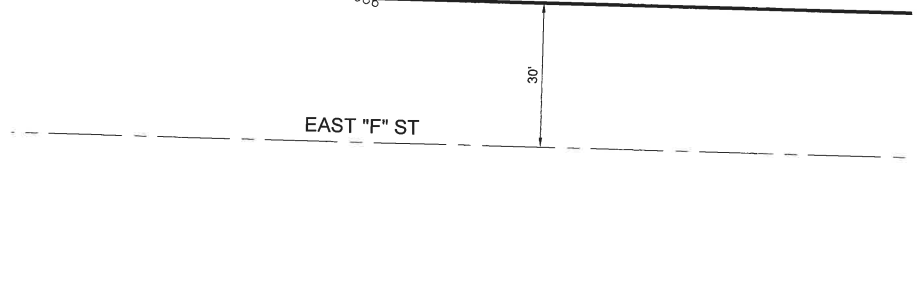
12

CEI JOB NUMBER:

NSB 18-06007

CELLULAR SITE

PORTION OF NE1/4 OF SEC. 8, T. 39 N., R. 5 W., B.M.



 CORS STATION: P020
DATUM: NAVD 88
ELEVATION: 1642.6'

BENCHMARK DISCLAIMER: ELEVATIONS ESTABLISHED AT THIS SITE ARE REFERENCED TO THE ABOVE NAMED CORS STATION. NO EFFORT WAS MADE TO CHECK FOR LOCAL BENCHMARKS. THE ELEVATIONS ARE ACCURATE WITHIN THE FAA TOLERANCE REQUESTED FOR THIS PROJECT.

EASEMENTS OF RECORD:

NO EASEMENTS OF RECORD HAVE BEEN DISCLOSED BY
HEREIN REFERENCED TITLE INSURANCE COMMITMENT.

TREE LEGEND:		TREE TYPES
DECIDUOUS		AL ALDER
		AP APPLE
		BI BIRCH
		CE CEDAR
		CH CHERRY
		DF FIR
		DS DECIDUOUS
		EV EVERGREEN
		HE HEMLOCK
EVERGREEN		HO HOLLY
		MA MADRONA
DF1512 HEIGHT AGL		MP MAPLE
XXX' (IF MEASURED)		OK OAK
 		PI PINE
		SU SPRUCE
TREE DRIP LINES ARE TO SCALE. TRUNK DIAMETERS WERE APPROXIMATED AT 3.5' TO 4.0' ABOVE GROUND LEVEL. TREES SHOWN ARE FOR REFERENCE ONLY AND OTHER TREES AND VEGETATION MAY EXIST.		

C-1	1
CEI JOB NUMBER: 18-06007	

THIS IS NOT A SURVEY

ALL INFORMATION AND TRUE NORTH
HAVE BEEN OBTAINED FROM EXISTING
DRAWINGS AND ARE APPROXIMATE.

ADJACENT ZONING

USE : RESIDENTIAL
ZONE : R-3

ADJACENT ZONING

USE : RESIDENTIAL
ZONE : R-3

LEGAL DESCRIPTION

SITUATE IN THE COUNTY OF LATAH, STATE OF IDAHO, TO-WIT:

A PARCEL OF LAND LOCATED IN THE NE1/4 OF SECTION 8, TOWNSHIP 39 NORTH,
RANGE 5 WEST OF THE BOISE MERIDIAN, MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

COMMENCING AT A POINT 1080 FEET NORTH AND 715.7 FEET EAST OF THE
SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP
39 NORTH, RANGE 5 WEST OF THE BOISE MERIDIAN; THENCE RUNNING EAST 624.9
FEET; THENCE NORTH 330 FEET; THENCE WEST 624.9 FEET; THENCE SOUTH 330
FEET TO THE PLACE OF BEGINNING;

EXCEPTING THEREFROM A PARCEL OF LAND COMMENCING AT A POINT 1080 FEET
NORTH AND 715.7 FEET EAST OF THE SOUTHWEST CORNER OF THE NORTHEAST
QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 5 WEST, BOISE MERIDIAN;
THENCE RUNNING EAST 300 FEET; THENCE NORTH 255 FEET; THENCE WEST 300
FEET; THENCE SOUTH 255 FEET TO THE PLACE OF BEGINNING;

ALSO EXCEPTING THEREFROM ALL THAT PORTION OF THE SUBJECT PROPERTY
DESCRIBED ABOVE WHICH LIES WITHIN VANDAL DRIVE AS DISCLOSED ON THE
RECORDED PLAT OF TOWER ADDITION TO THE CITY OF MOSCOW, RECORDED
DECEMBER 12, 1969 AS INSTRUMENT NO. 247613, RECORDS OF LATAH COUNTY,
IDAHO.

(PER STEWART TITLE COMPANY COMMITMENT FOR TITLE INSURANCE, ORDER
NO. 19065, DATED JANUARY 2, 2018 AT 8:00 A.M.)

T-Mobile®

PLANS PREPARED BY:



16928 WOODINVILLE-REDMOND RD NE, SUITE 210
WOODINVILLE, WA 98072
PHONE: 425.487.1732
WWW.CORNERSTONE-ENGR.COM

PROJECT INFO:

SP09135C

EAST MOSCOW WT

1026 EAST F STREET
MOSCOW, ID 83843
LATAH COUNTY

ISSUED FOR:

CONSTRUCTION

REV.: DATE: ISSUED FOR: BY:

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10	07-26-21	NEW RFDS, LANDSCAPE & FENCE / CMU WALL	DMO
9	05-25-21	REVIEW COMMENTS	LJS

DRAWN BY: CHK.: APV.:

LJS MWO MWO

CURRENT ISSUE DATE:

09-01-21

LICENSURE:



JURISDICTIONAL APPROVAL:

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DRAWING TITLE:

SITE PLAN

DRAWING NUMBER:

A-1

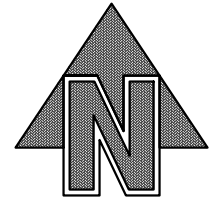
12

CEI JOB NUMBER: NSB 18-06007

SITE PLAN

22x34 SCALE: 1" = 30'-0"

11x17 SCALE: 1" = 60'-0"



1



RF DATA SHEET									
SECTOR	COLOR	# OF ANTENNAS	ANTENNA VENDOR	ANTENNA MODEL	AZIMUTH (TN)	MECHANICAL DOWNTILT	ELECTRICAL DOWNTILT	RAD CENTER	HIGH CAP HCS LENGTH
ALPHA (S-1)	RED	1	COMMSCOPE	FFVV-65B-R3-V1	340°	0°	0°	±93.0' AGL	(1) ±150' (2) ±175' 10
	-	1	NOKIA	AEHC	340°	0°	0°	±93.0' AGL	
BETA (S-2)	GREEN	1	COMMSCOPE	FFVV-65B-R3-V1	50°	0°	0°	±93.0' AGL	
	-	-	-	-	-	-	-	-	
GAMMA (S-3)	BLUE	1	COMMSCOPE	FFVV-65B-R3-V1	130°	0°	0°	±93.0' AGL	
	-	1	NOKIA	AEHC	130°	0°	0°	±93.0' AGL	10
DELTA (S-4)	YELLOW	1	COMMSCOPE	FFVV-65B-R3-V1	230°	0°	0°	±93.0' AGL	
	-	1	NOKIA	AEHC	230°	0°	0°	±93.0' AGL	

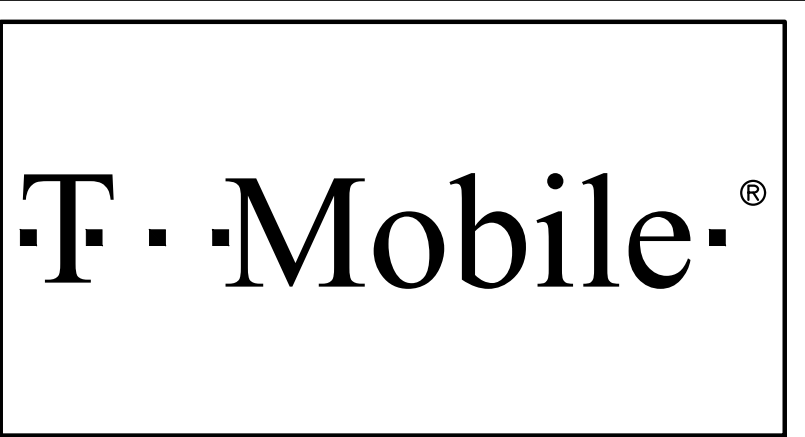
HIGH CAP HCS 2.0 HYBRID CABLES			
SECTOR	TRUNK LENGTH	JUMPER LENGTH	# OF JUMPERS
ALPHA (S-1)	±150' 10	±25'	(2)
BETA (S-2)		±15'	(2)
GAMMA (S-3)	(2) ±175'	±15'	(2)
DELTA (S-4)		±30'	(2)

RFDS - DATED 6-30-2021 - 2:38:25 PM	
SITE NUMBER	SP09135C
SITE NAME	EAST MOSCOW WT
PROJECT TYPE	ANCHOR
RFDS VERSION	R0.1

RADIOS @ TANK			
RADIO	# OF RADIOS	TECHNOLOGY	LOCATION
AHFIG	(3)	N2100/L2100/G1900	ANTENNA LEVEL
AHFIG	(1)	L2100/G1900	ANTENNA LEVEL
AHLOA	(3)	N600/L700/L600	ANTENNA LEVEL
AHLOA	(1)	L700/L600	ANTENNA LEVEL
PENDANT	(3)	-	ANTENNA LEVEL

MISC. EQUIPMENT @ EQUIPMENT			
EQUIPMENT	# OF EQUIP.	TECHNOLOGY	LOCATION
CSR IXRe V1 (GEN 1)	(1)	-	HPL3 SSC
RECTIFIER SHELF	(1)	-	HPL3 SSC
RECTIFIERS	AS REQ'D	-	HPL3 SSC
BATTERIES	AS REQ'D	-	HPL3 SSC
JUNCTION BOX	(2)	-	STRUT MOUNTED

MODULES @ EQUIPMENT			
MODULE	# OF MODULES	TECHNOLOGY	LOCATION
AMIA	(2)	-	HPL3 SSC
ASIB	(1)	L700/L600/L2100	HPL3 SSC
ASIB	(1)	L2500	HPL3 SSC
ASIK	(1)	N2500	HPL3 SSC
ASIK	(1)	N600	HPL3 SSC
FSMF	(1)	G1900	HPL3 SSC
ABIA	(1)	L2100	HPL3 SSC
ABIA	(1)	L700/L600/L2100	HPL3 SSC
ABIA	(1)	L700/L600	HPL3 SSC
ABIL	(3)	N2500	HPL3 SSC
ABIL	(1)	N600	HPL3 SSC
ABIL	(2)	N2100	HPL3 SSC
ABIC	(3)	L2500	HPL3 SSC
FBBC	(1)	G1900	HPL3 SSC



PLANS PREPARED BY:

CORNERSTONE
ENGINEERING, INC.

16928 WOODINVILLE-REDMOND RD NE, SUITE 210
WOODINVILLE, WA 98072
PHONE: 425.487.1732
WWW.CORNERSTONE-ENGR.COM

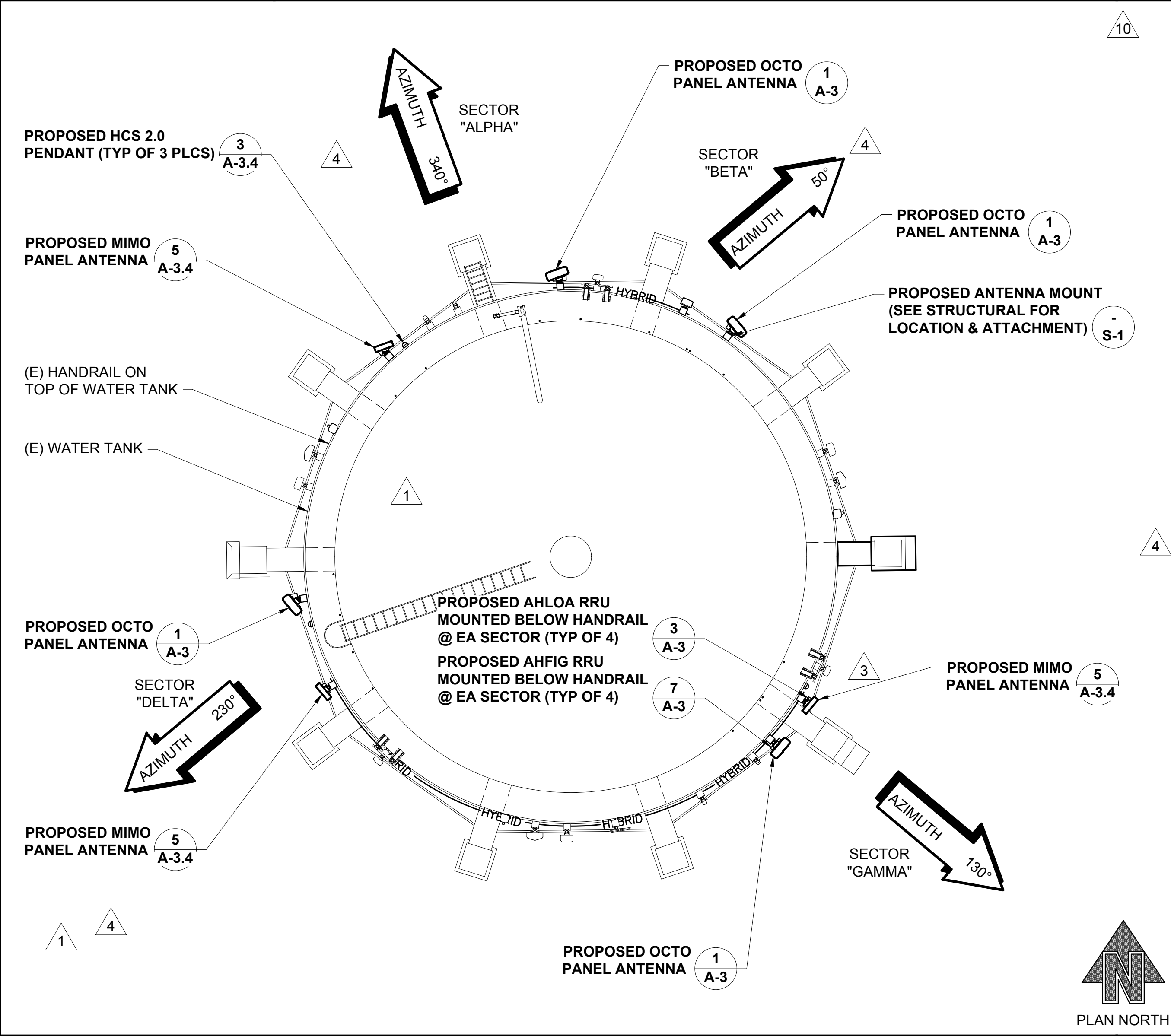
PROJECT INFO:

SP09135C

EAST MOSCOW WT

1026 EAST F STREET
MOSCOW, ID 83843
LATAH COUNTY

RF DATA SHEET	
22x34 SCALE: NTS	11x17 SCALE: NTS

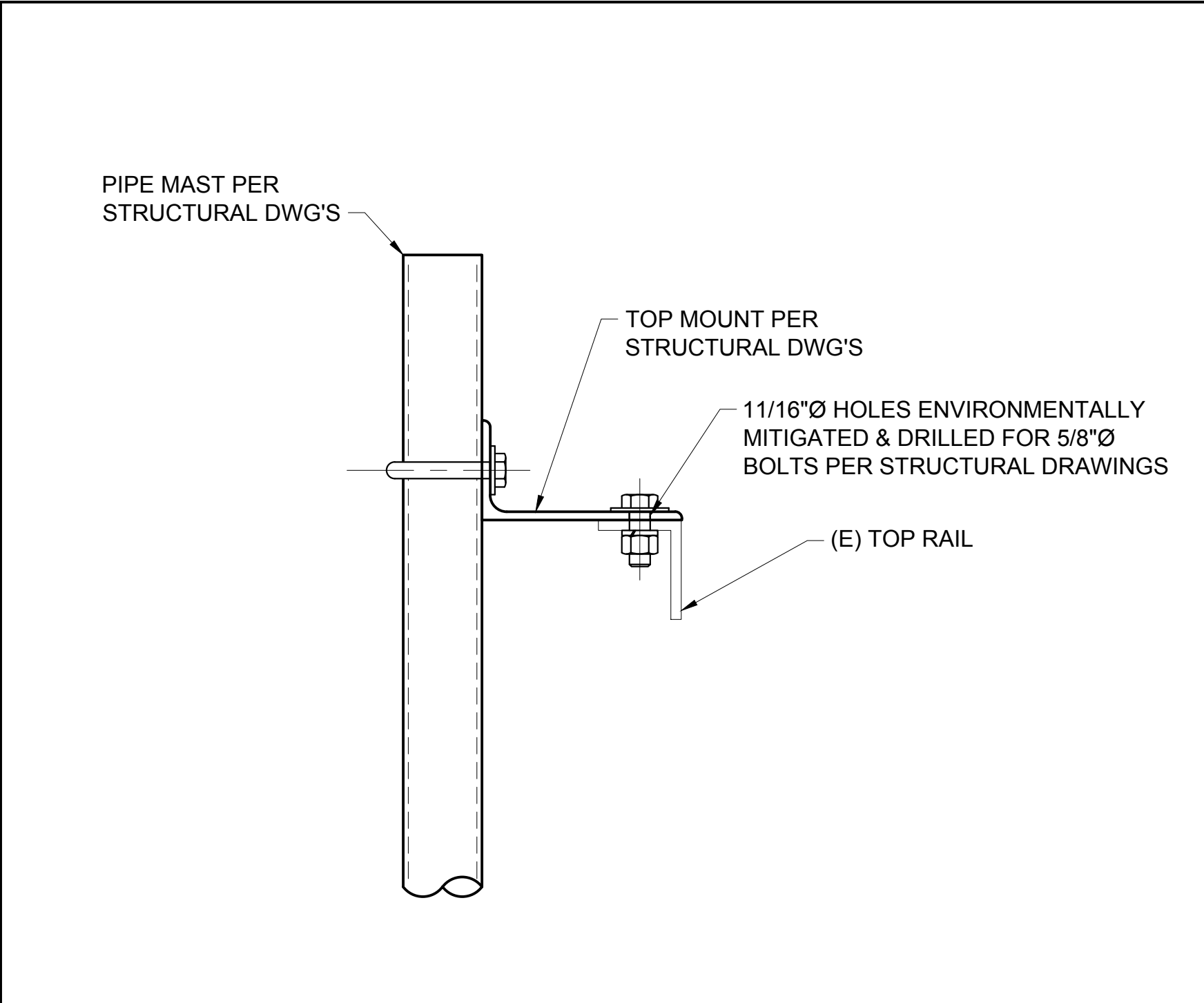


PROPOSED ANTENNA PLAN	
22x34 SCALE: 1/2" = 1'-0"	11x17 SCALE: 1/4" = 1'-0"

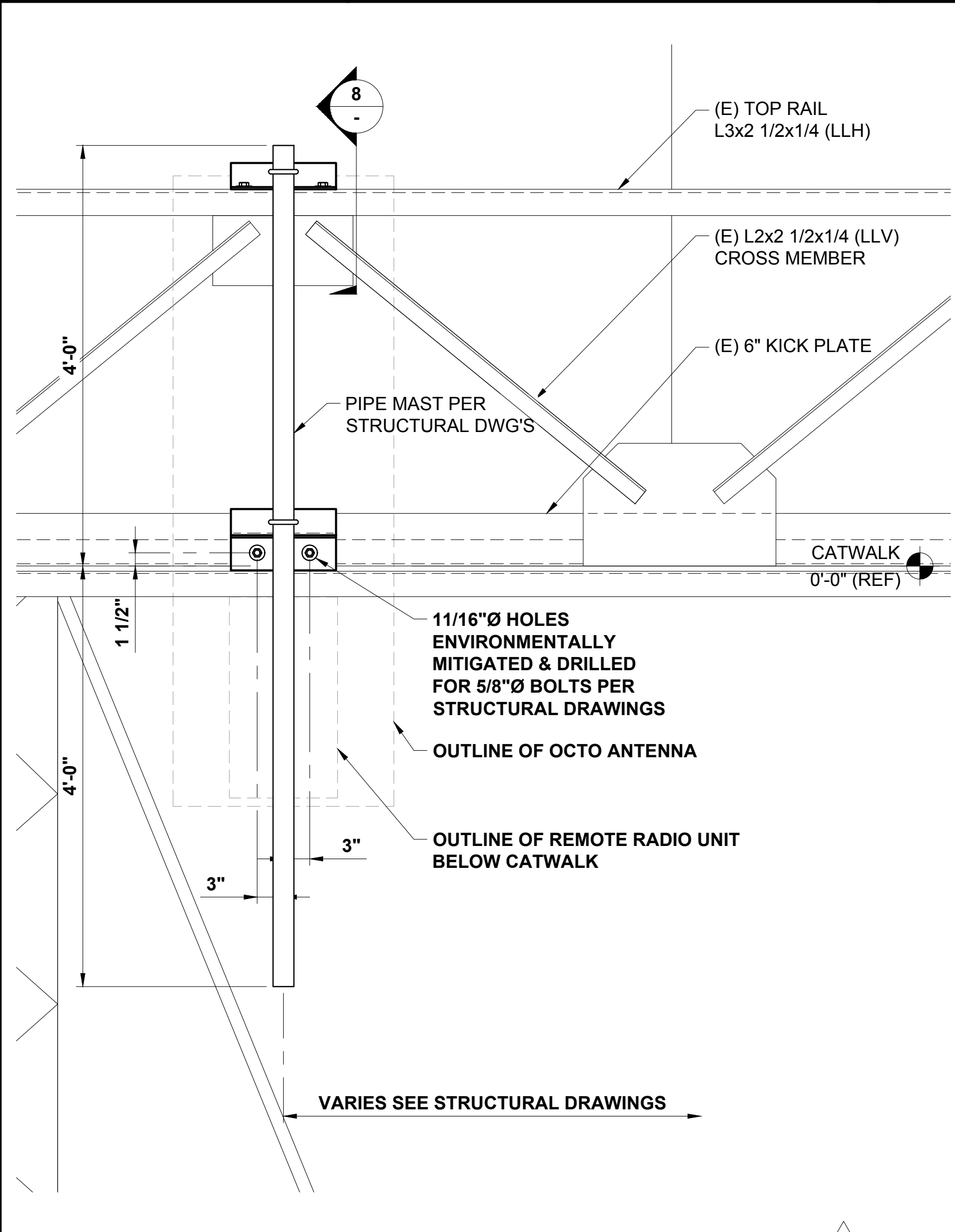
RADIOS & SYSTEM MODULES SCHEDULES	
22x34 SCALE: NTS	11x17 SCALE: NTS

CONSTRUCTION			
REV.:	DATE:	ISSUED FOR:	BY:
12	09-01-21	CITY REVISIONS	DMO
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9	05-25-21	REVIEW COMMENTS	LJS
DRAWN BY:		CHK.:	APV.:
LJS		MWO	MWO
CURRENT ISSUE DATE:			
09-01-21			
LICENSURE:			
JURISDICTIONAL APPROVAL:			
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DRAWING TITLE:			
ANTENNA PLANS & SCHEDULES			
DRAWING NUMBER:			
A-1.3 12			
CEI JOB NUMBER:		NSB 18-06007	

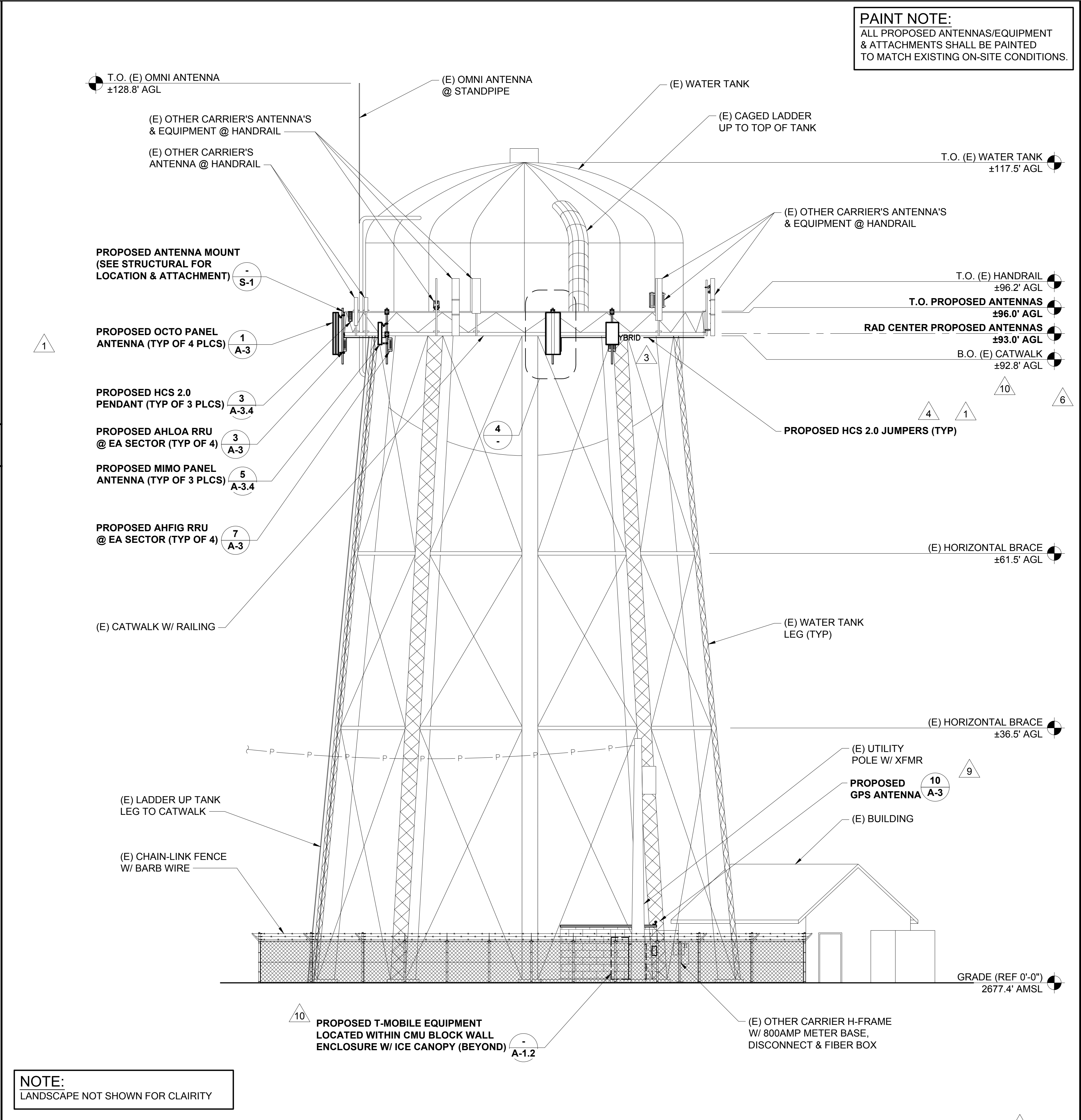
NOT USED	
22x34 SCALE: NTS	11x17 SCALE: NTS



CONNECTION DETAIL 10
22x34 SCALE: 3" = 1'-0" 11x17 SCALE: 1 1/2" = 1'-0" 8



MAST MOUNTING DETAIL (TYP 6 PLACES) 10 5
22x34 SCALE: 1" = 1'-0" 11x17 SCALE: 1/2" = 1'-0" 4



WEST ELEVATION 5
22x34 SCALE: 1/8" = 1'-0" 11x17 SCALE: 1/16" = 1'-0" 1

PAINT NOTE:
ALL PROPOSED ANTENNAS/EQUIPMENT
& ATTACHMENTS SHALL BE PAINTED
TO MATCH EXISTING ON-SITE CONDITIONS.

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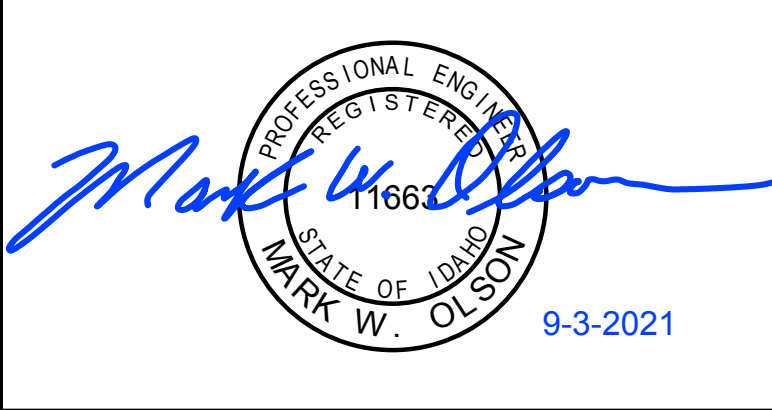
DRAWN BY: CHK.: APV.:

LJS	MWO	MWO
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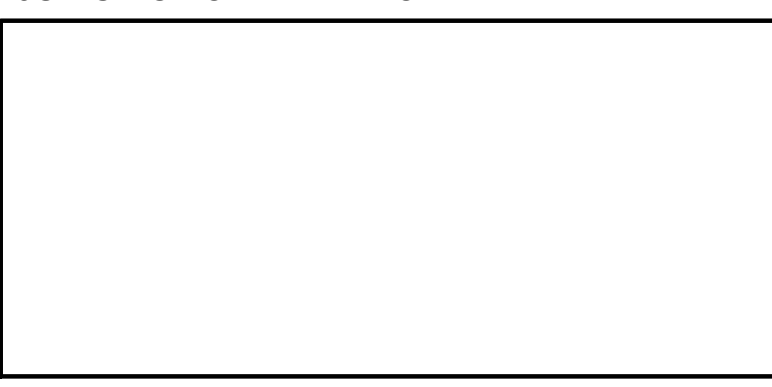
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DRAWING TITLE:

WEST ELEVATION & DETAIL

DRAWING NUMBER:

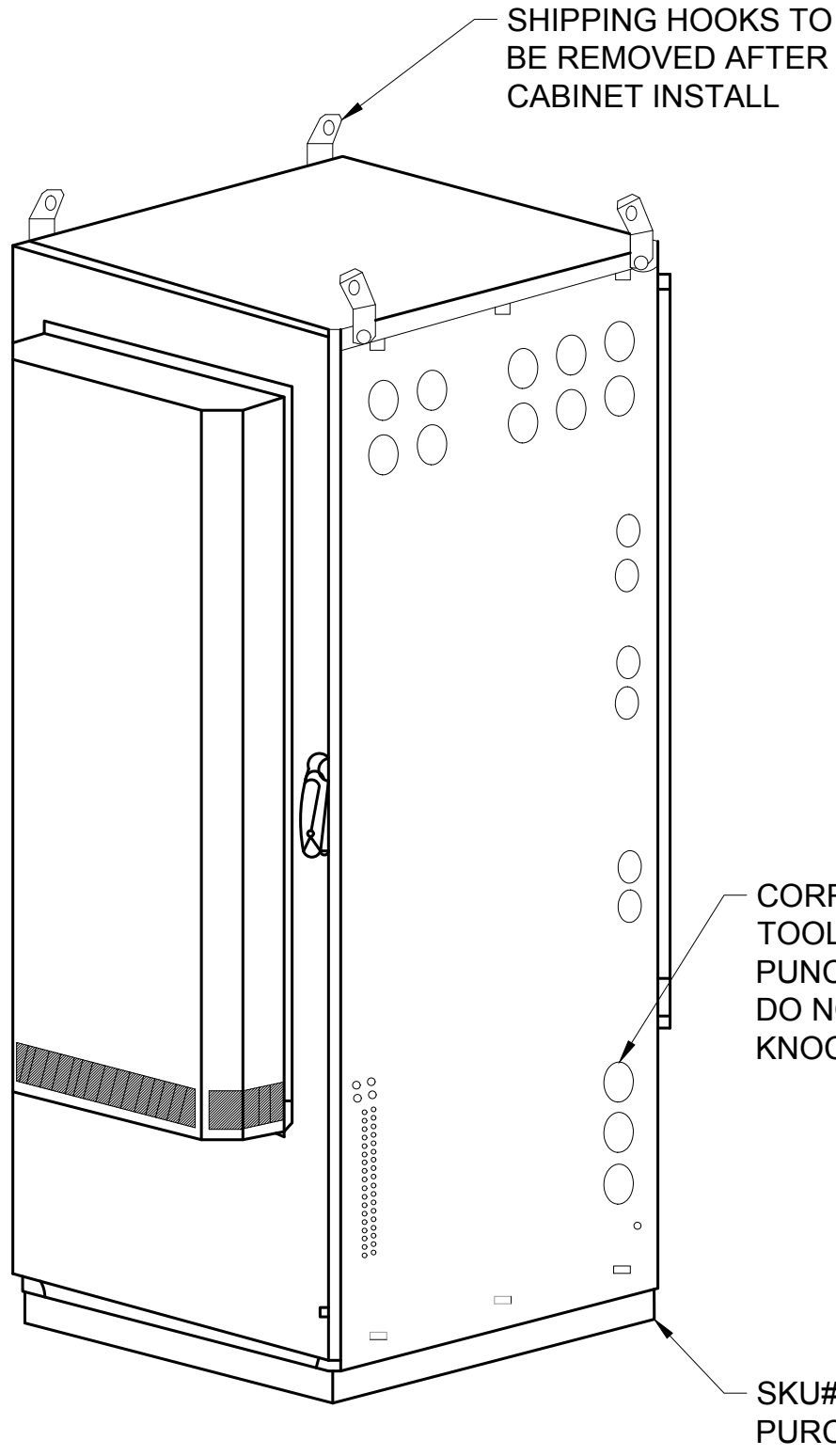
A-2 12
CEI JOB NUMBER: NSB 18-06007

MANUFACTURE:	PURCELL SYSTEM INC
MODEL:	HPL3 600A DC CABINET
WEIGHT:	430lbs (W/O EQUIPMENT)
DIMENSIONS:	30.0"x48.0"x72.0"

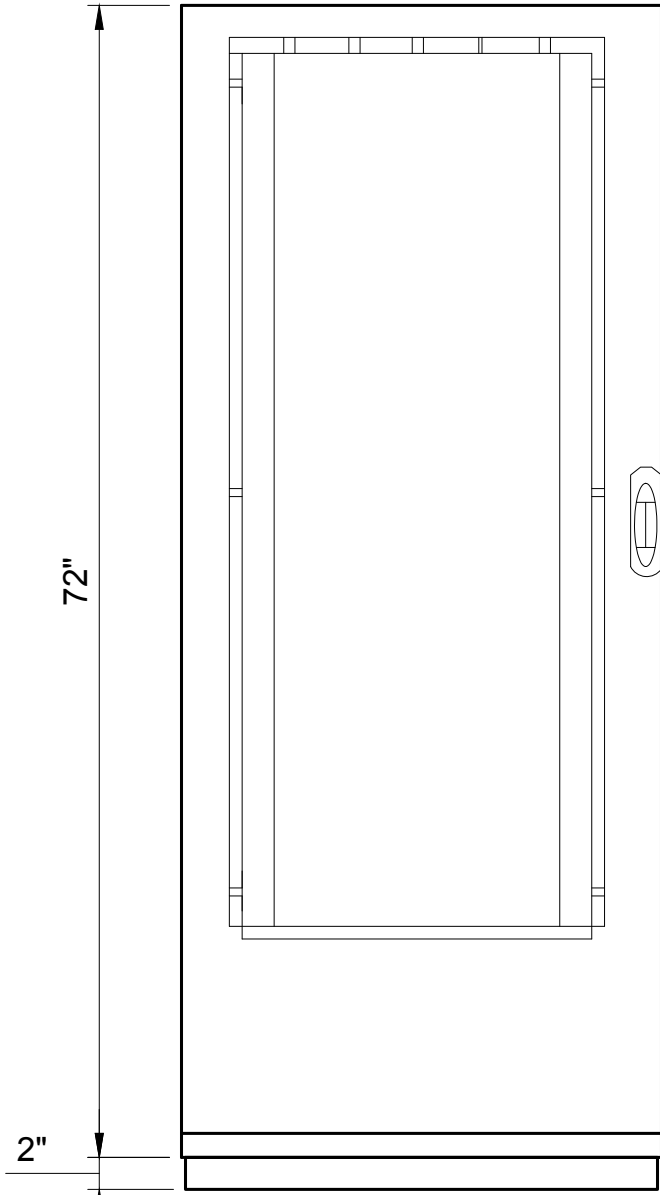
NOTE:

- ADDITIONAL KNOCKOUTS MAY BE REQUIRED AND CAN BE DRILLED ON SITE AS NECESSARY. FOR CABINETS STARTING AT 501 THERE WILL BE A TOTAL OF (8) KNOCKOUTS (2) HORIZONTAL ROWS OF (4)

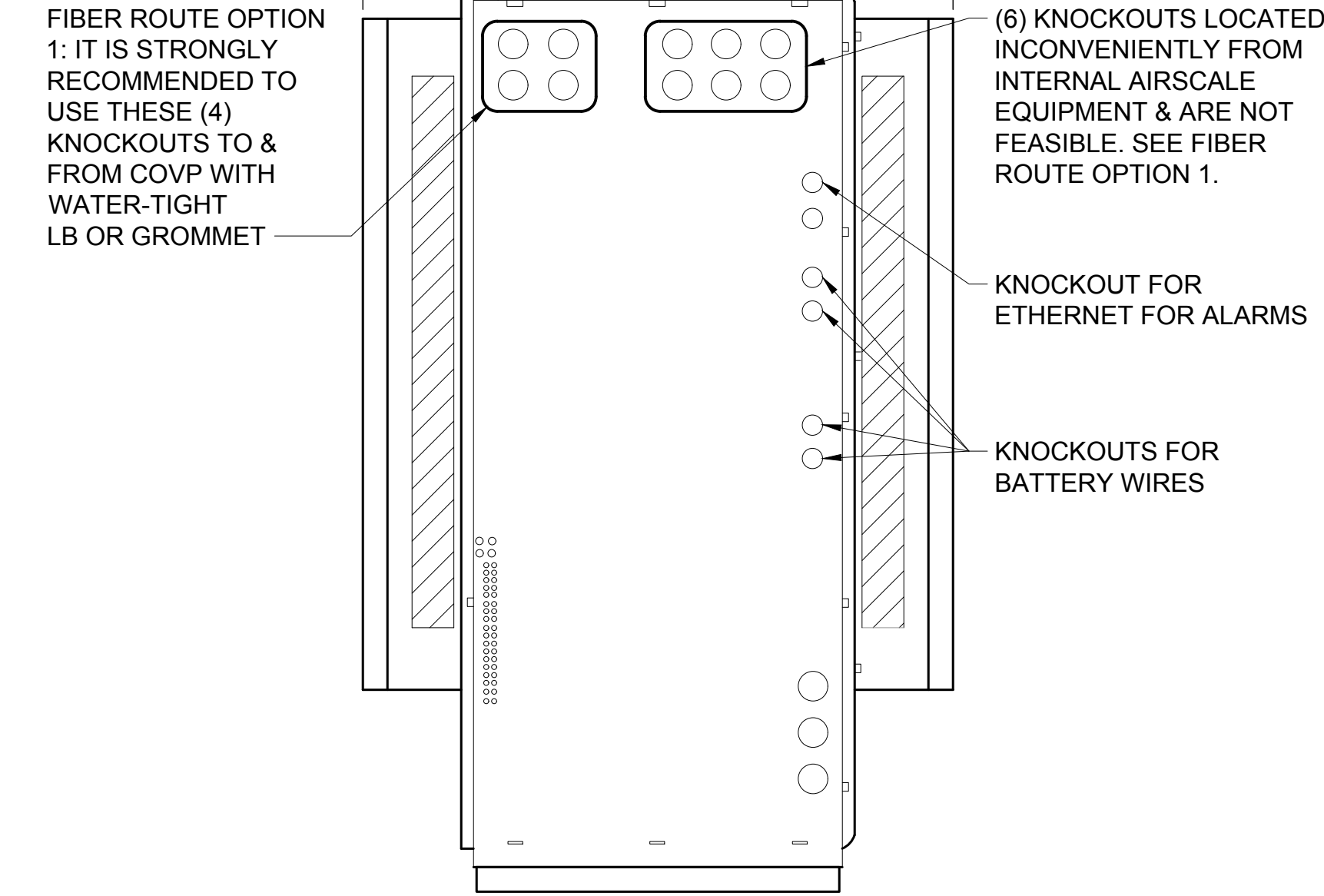
RACK ASSIGNMENT		
RACK	RU SLOT	DESCRIPTION
TOP	15	3RD AIRSCALE
	14	
	13	
	12	FIBER MUX
	11	
	10	2ND AIRSCALE
	9	
	8	FIBER MUX
	7	
	6	1ST AIRSCALE
	5	
	4	
	3	FIBER MUX
	2	
1		
	RECTIFIER SHELF	
BOTTOM	16	AAV
	15	CSR
	14	
	13	4TH AIRSCALE
	12	
	11	FIBER MUX
	10	
	9	3RD LEGACY BBU
	8	
	7	2ND LEGACY BBU
	6	
	5	1ST LEGACY BBU
	4	
	3	1ST LEGACY BBU
	2	
	1	



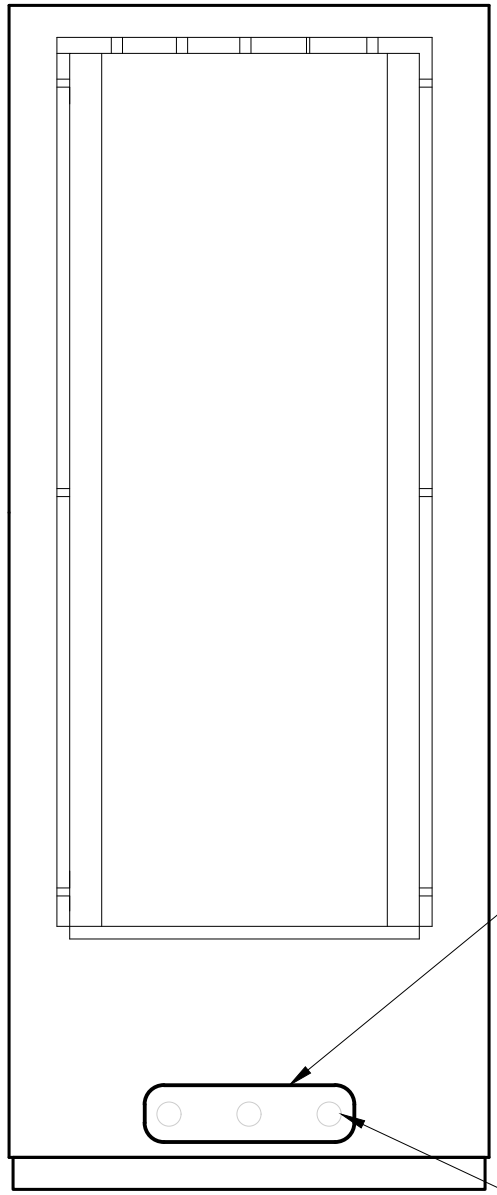
ISO VIEW



FRONT VIEW



RIGHT VIEW

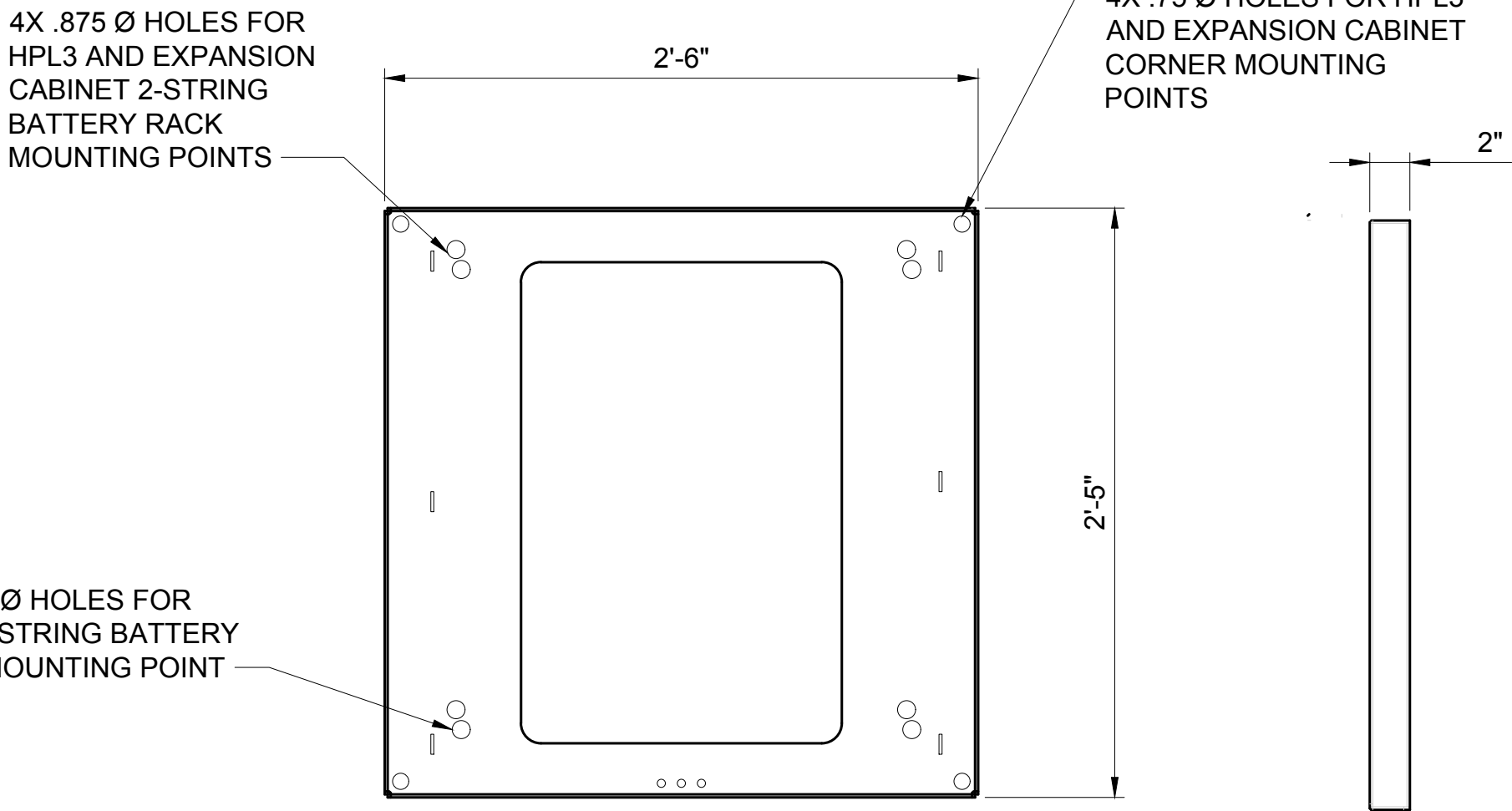


BACK VIEW

FIBER ROUTE OPTION 2: REAR KNOCKOUTS CAN BE UTILIZED FOR BOTTOM FIBER ROUTING FROM COVP TO AIRSCALE IF OPTION 1 IS UNAVAILABLE.

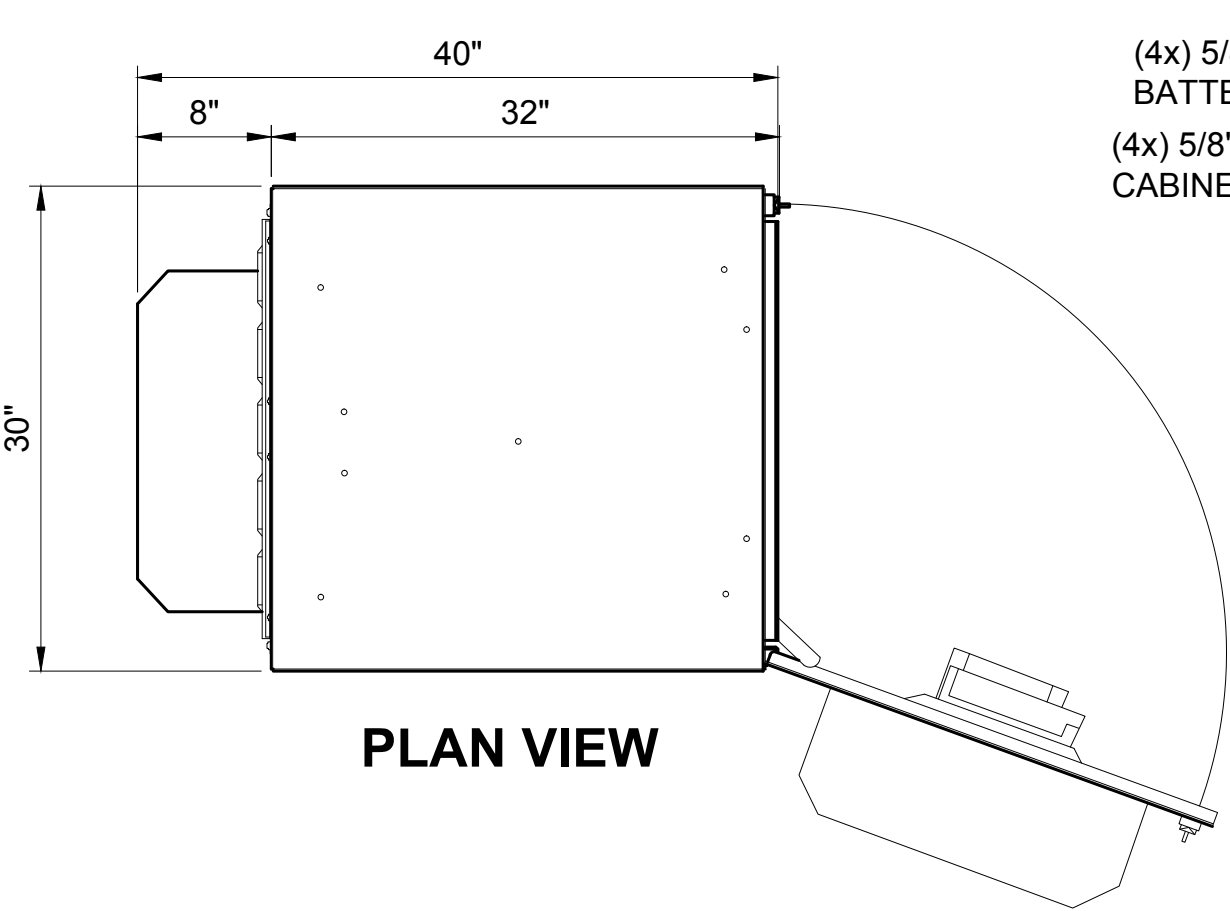
(3) 2" KNOCKOUTS INTENDED FOR POWER, TELCO, & BOTTOM FIBERS TO COVP. ALL INCOMING CABLING TO BE IN RIGID OR FLEXIBLE CONDUIT WITH AN LB.

ANY OF THE BOTTOM KNOCKOUTS CAN BE USED FOR THE AC POWER FEED

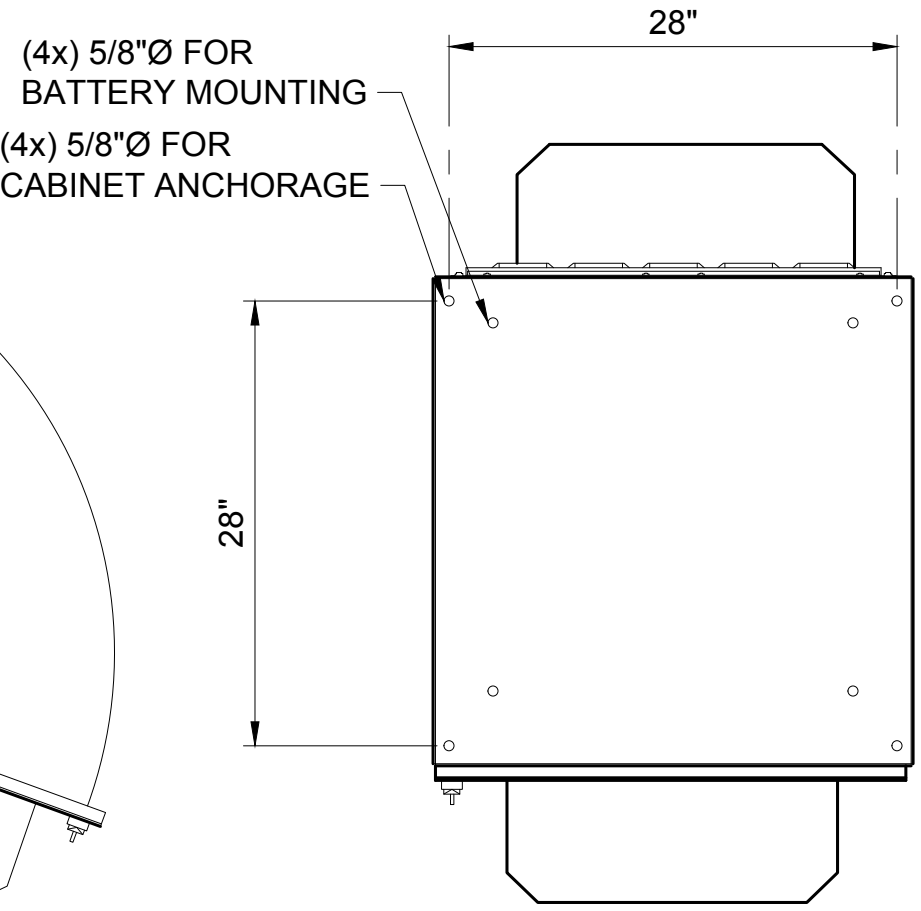


SKU# 34038 PURCELL 2" PLINTH PLAN VIEW

SKU# 34038 PURCELL 2" PLINTH SIDE VIEW



PLAN VIEW



MOUNTING FOOTPRINT

DC CABLES TO BE ROUTED ON LEFT SIDE OF CABINET		FIBER CABLES TO BE ROUTED ON RIGHT SIDE OF CABINET	
RU	Purcell HPL3 Rack Assignment		Comments
1	Future Equipment		Future equipment
2			Fiber mux 2
3			Fiber mux 2
4			Airscale # 3
5			
6			Fiber mux 1
7			Fiber mux 1
8			Airscale # 2
9			
10			Fiber mux 1
11			Fiber mux 1
12			Airscale # 1
13			
14			Fiber mux 1
15			Fiber mux 2
			Rectifier Shelf
			Breaker Shelf
1			Booster # 1
2			Booster # 2
3	AAV NID		AAV NID
4			CSR / SAS / DR e
5			
6			Future Equipment
7	Place holder for future module/equipment		
8			Future Equipment
9			
10			Legacy BB # 2
11			
12			Legacy BB # 1
13			
14			
15			
16			FSEE on FMAB

T-Mobile®

PLANS PREPARED BY:



16928 WOODINVILLE-REDMOND RD NE, SUITE 210
WOODINVILLE, WA 98072
PHONE: 425.487.1732
WWW.CORNERSTONE-ENGR.COM

PROJECT INFO:

SP09135C

EAST MOSCOW WT

1026 EAST F STREET
MOSCOW, ID 83843
LATAH COUNTY

ISSUED FOR:

CONSTRUCTION

REV.: DATE: ISSUED FOR: BY:

12	09-01-21	CITY REVISIONS	DMO
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10	07-26-21	NEW RFDS, LANDSCAPE & FENCE / CMU WALL	DMO
9	05-25-21	REVIEW COMMENTS	LJS

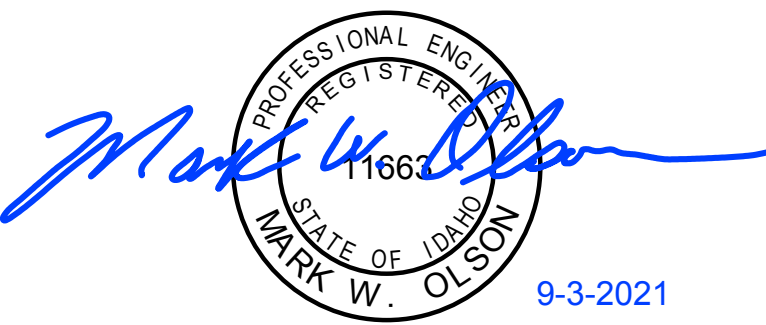
DRAWN BY: CHK.: APV.:

LJS MWO MWO

CURRENT ISSUE DATE:

09-01-21

LICENSURE:



JURISDICTIONAL APPROVAL:

PROPRIETARY INFORMATION:

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DRAWING TITLE:

DETAIL SHEET

DRAWING NUMBER:

A-3.1 12

CEI JOB NUMBER: NSB 18-06007

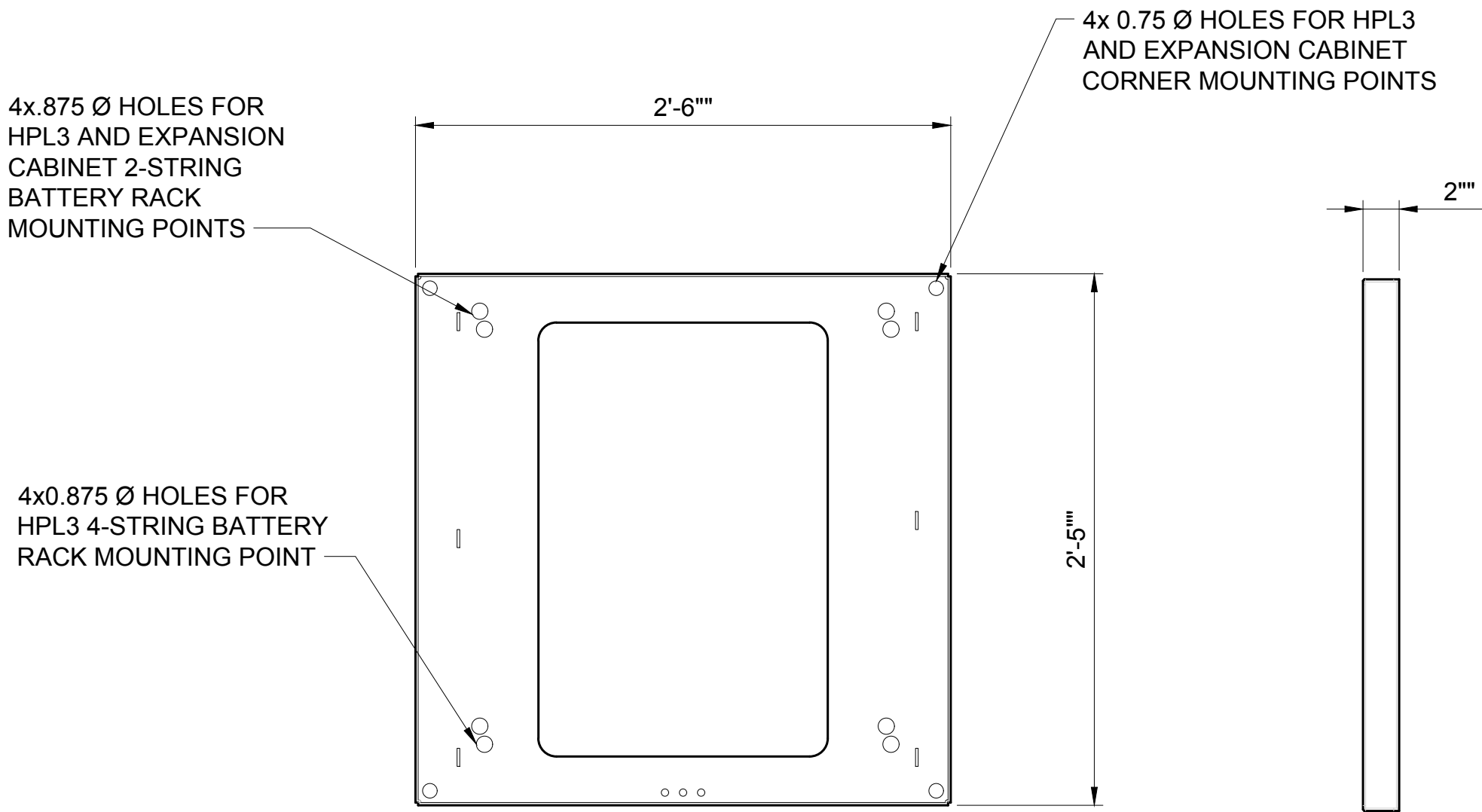
SKU#33965 - PURCELL HPL3 600A DC POWER CABINET

22x34 SCALE: NTS 11x17 SCALE: NTS

MANUFACTURE:	PURCELL SYSTEM INC
MODEL:	LB3 LARGE BATTERY CABINET
WEIGHT:	350lbs (W/O EQUIPMENT)
DIMENSIONS:	30.0"x31.6"x60.4"

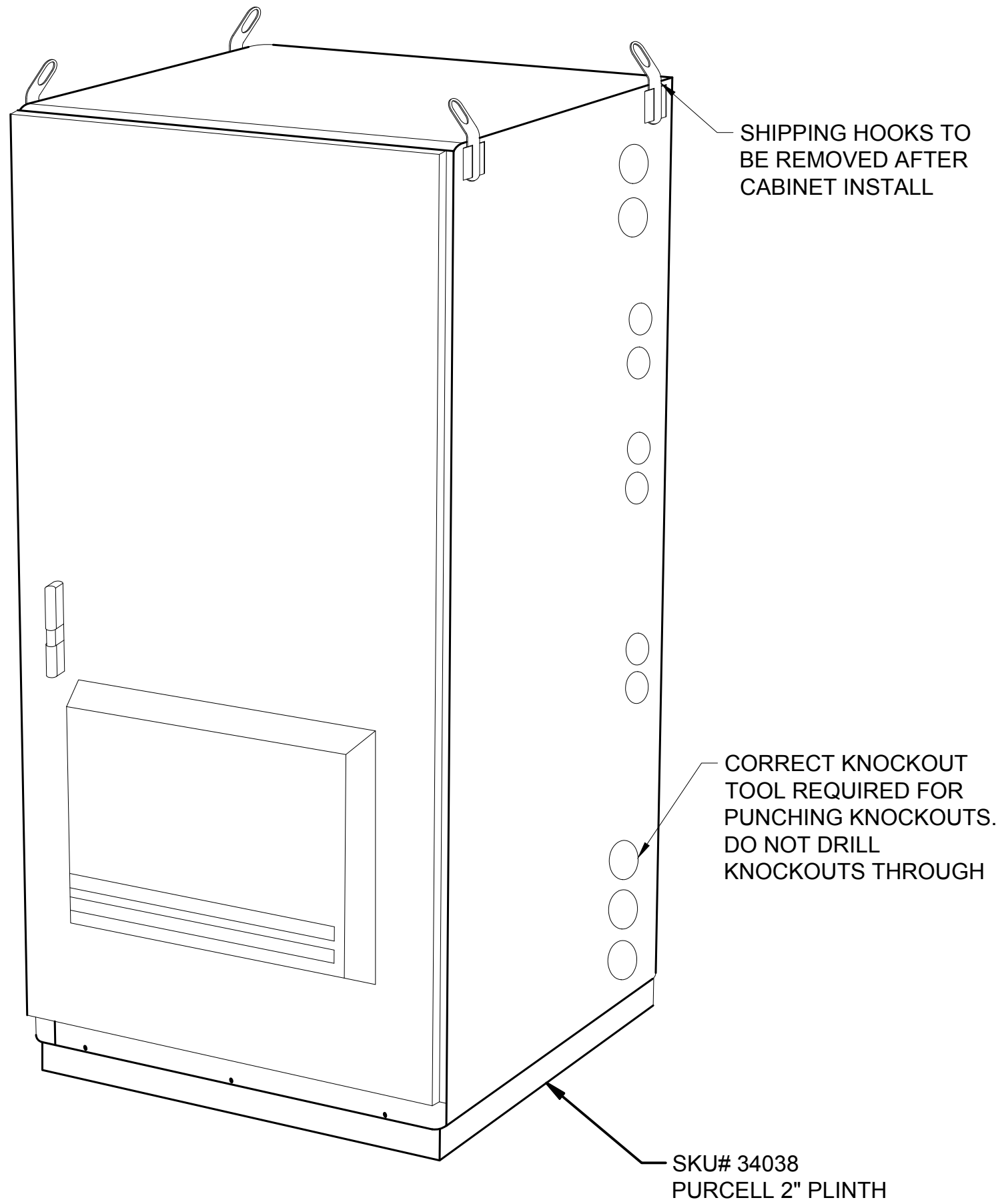
NOTE:

- WIRES RUN THROUGH PROVIDED KNOCKOUT. FOLLOW PROPER INSTALLATION OF GASKET BEFORE MATING THE 2 CABINETS

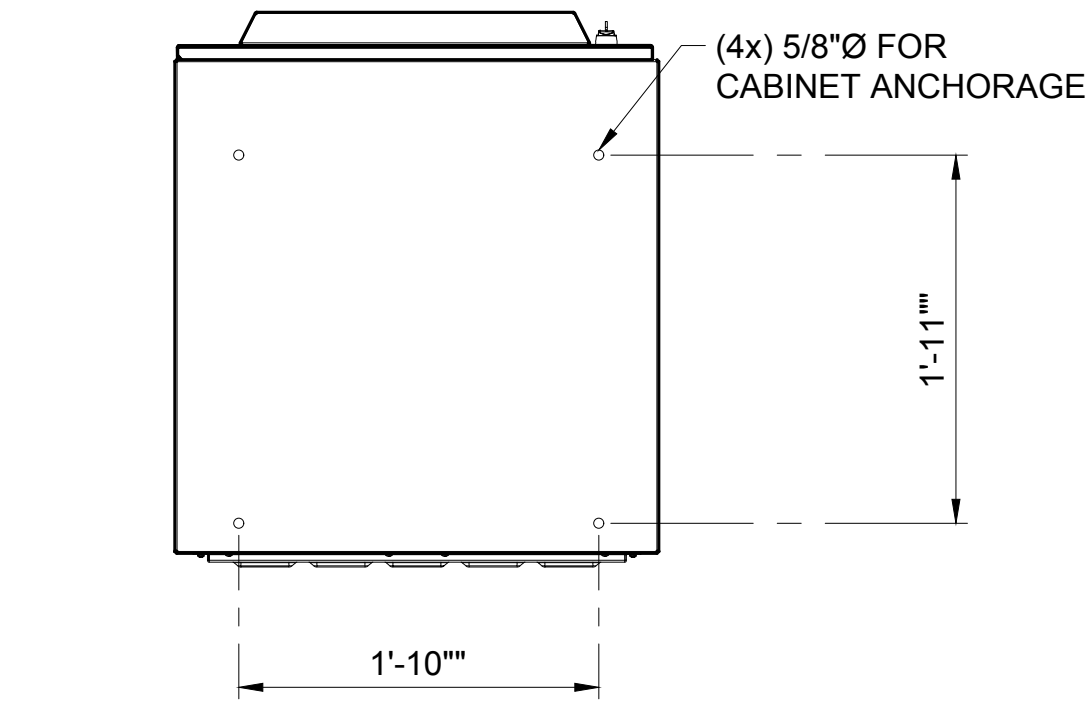


SKU# 34038 PURCELL 2" PLINTH
PLAN VIEW

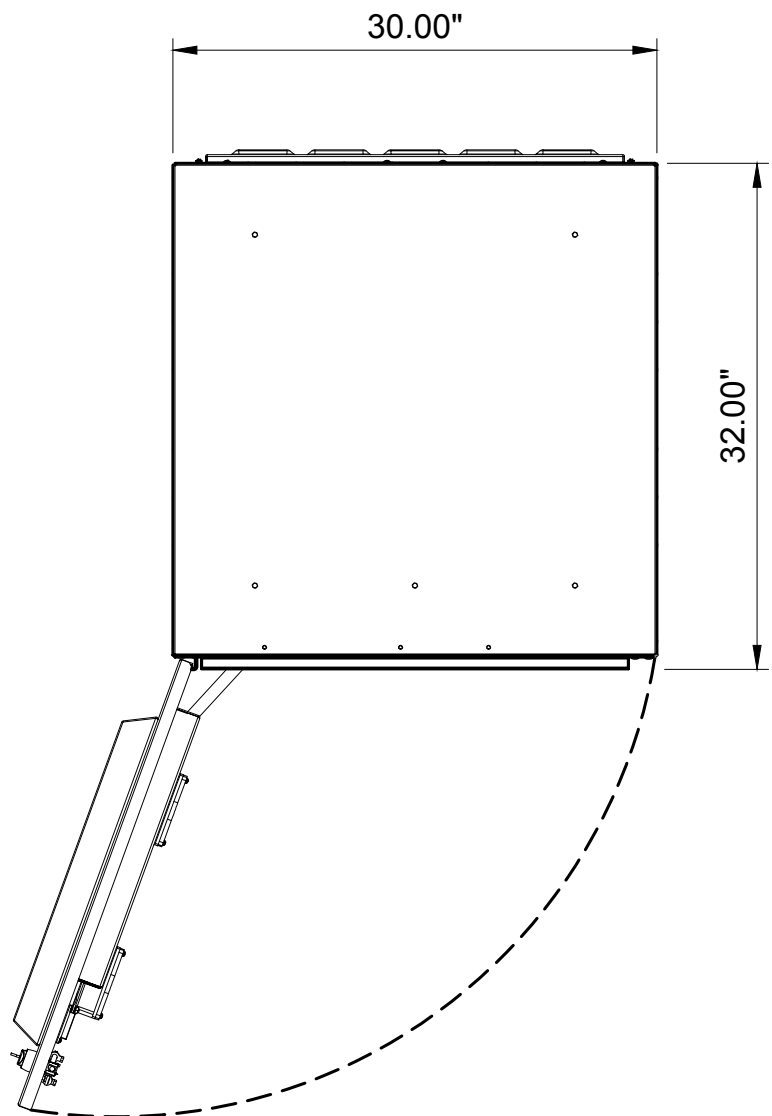
SKU# 34038 PURCELL 2" PLINTH
SIDE VIEW



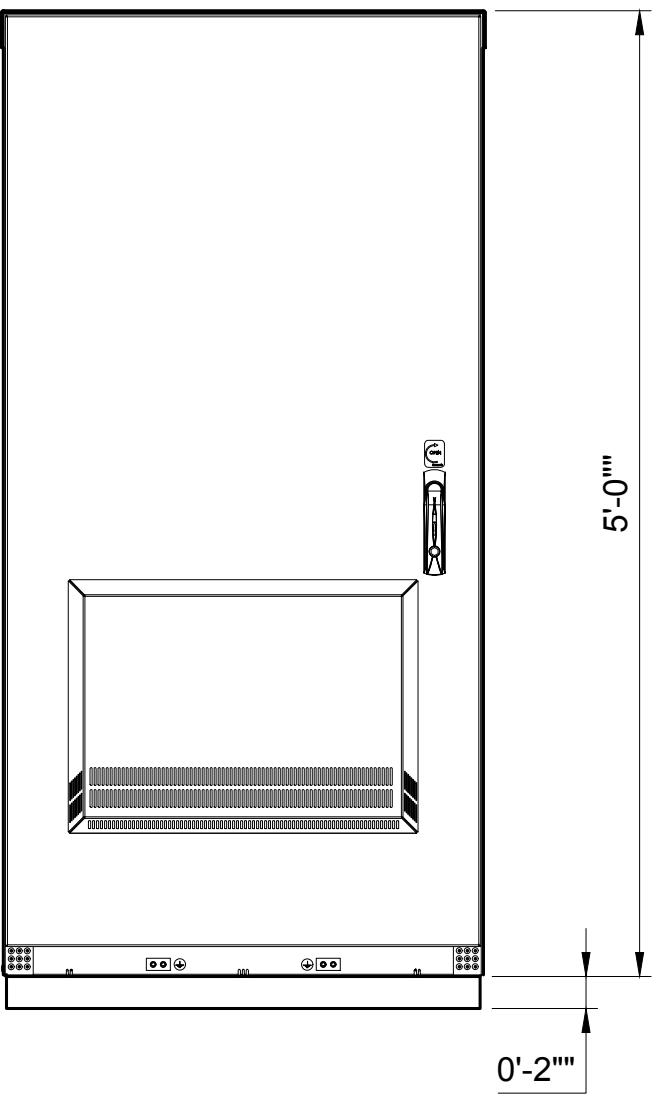
ISO VIEW



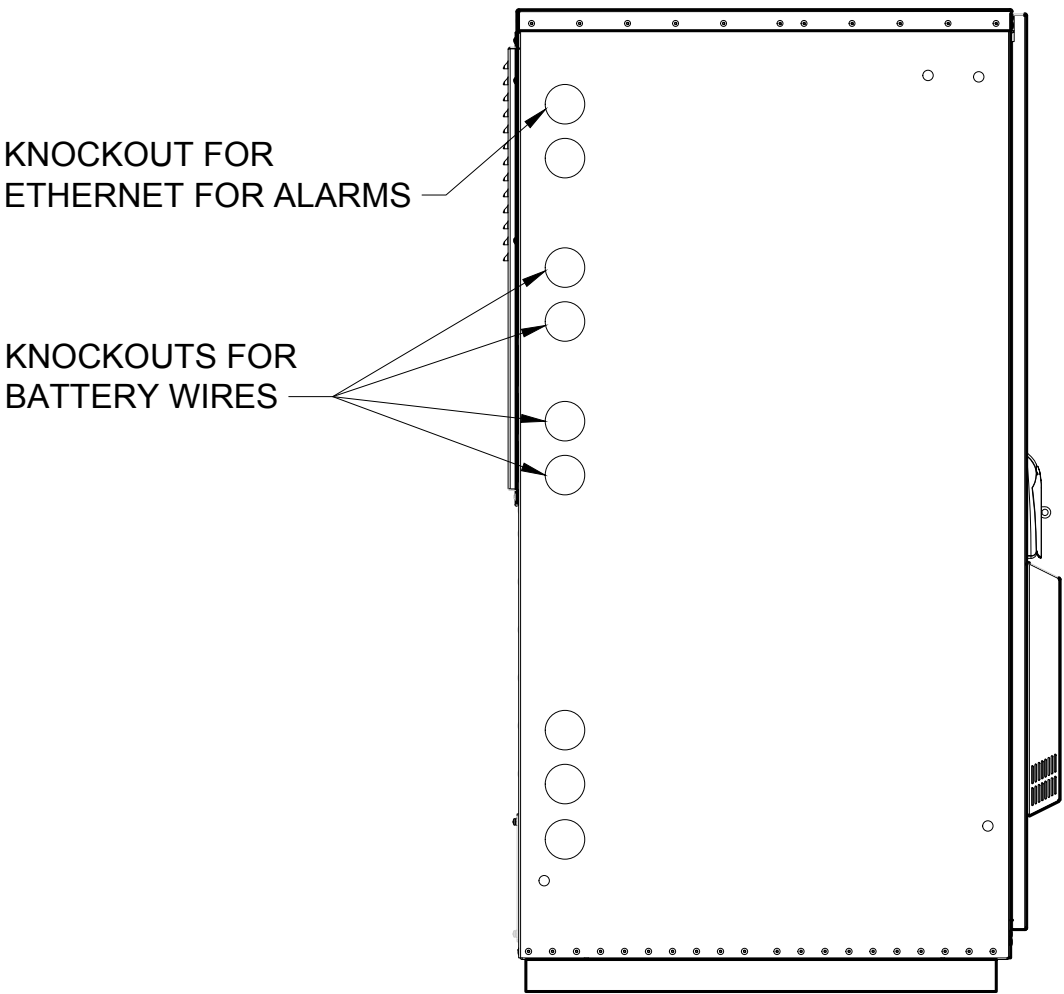
MOUNTING FOOTPRINT



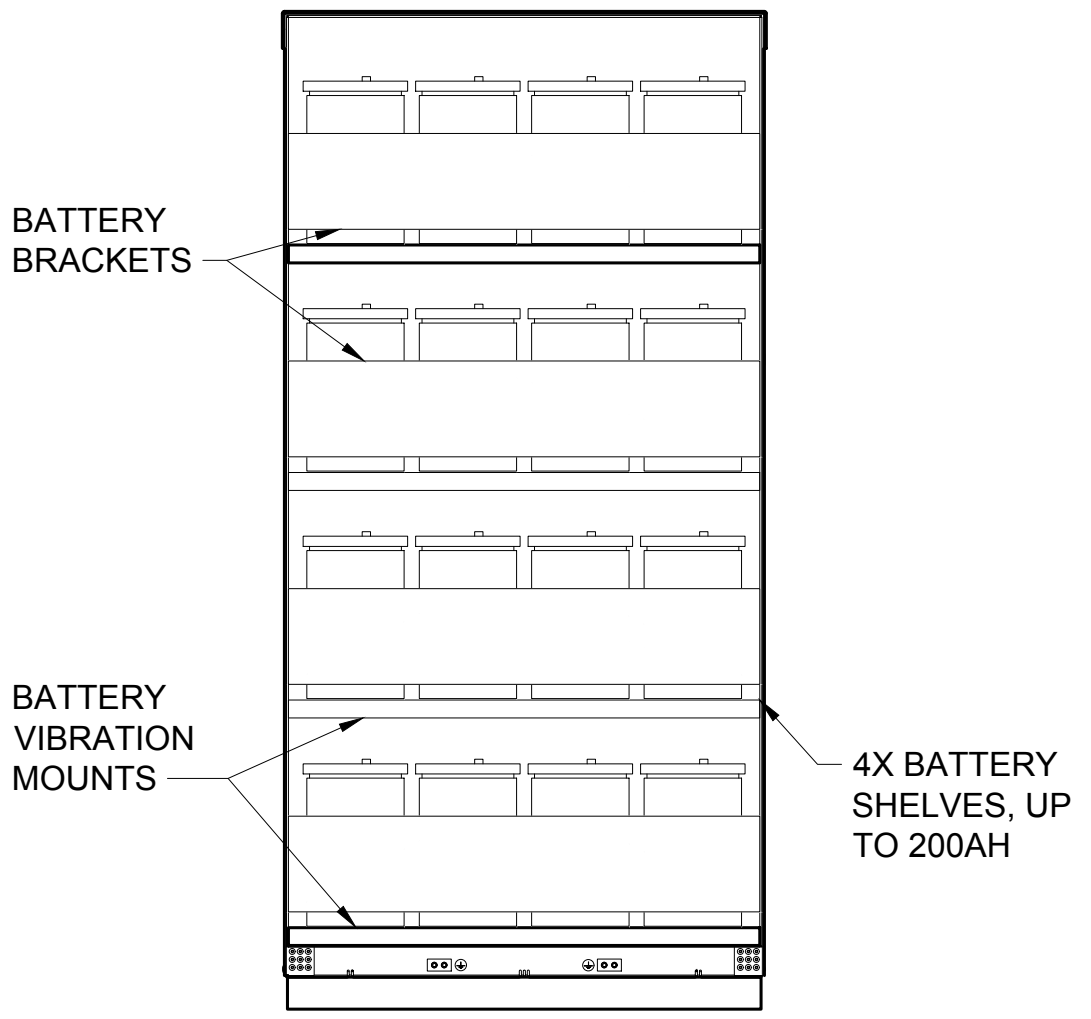
PLAN VIEW



FRONT VIEW



LEFT VIEW



FRONT VIEW (OPEN)

T-Mobile®

PLANS PREPARED BY:



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DRAWN BY:	CHK.:	APV.:
LJS	MWO	MWO

CURRENT ISSUE DATE:
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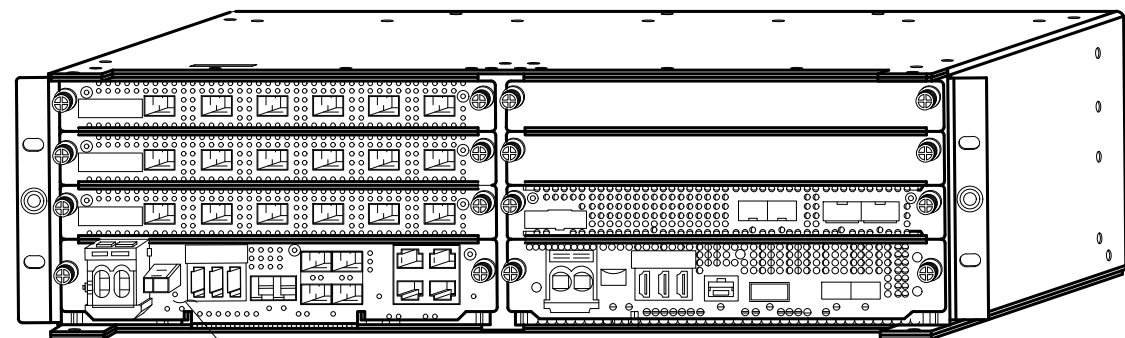
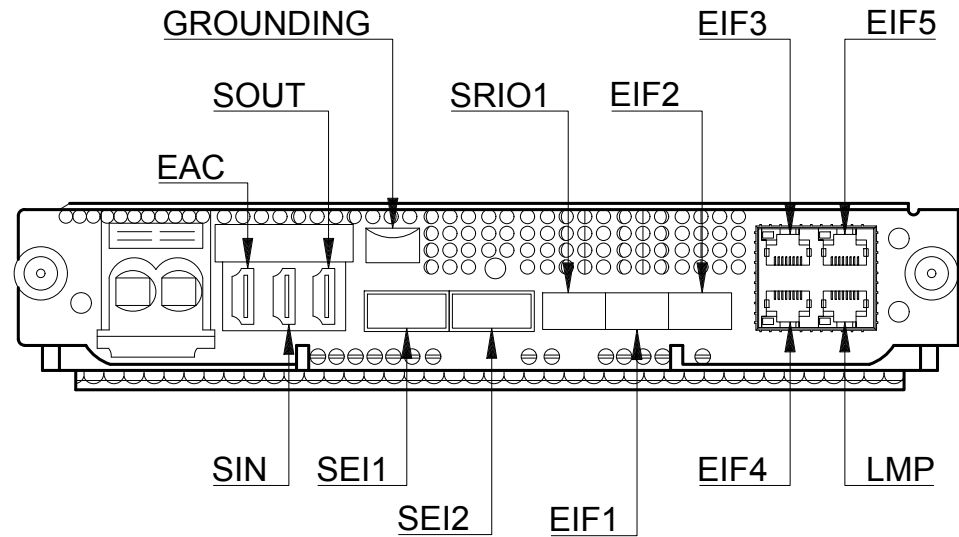
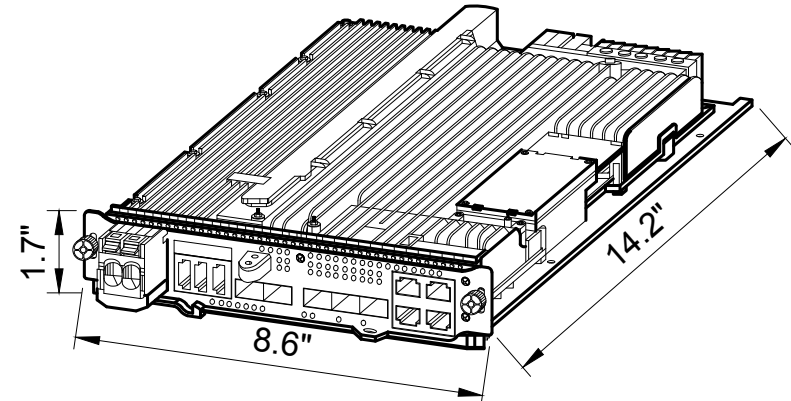
A-3.2 12

CEI JOB NUMBER: NSB 18-06007

SKU#33966 - PURCELL LB3 LARGE BATTERY CABINET

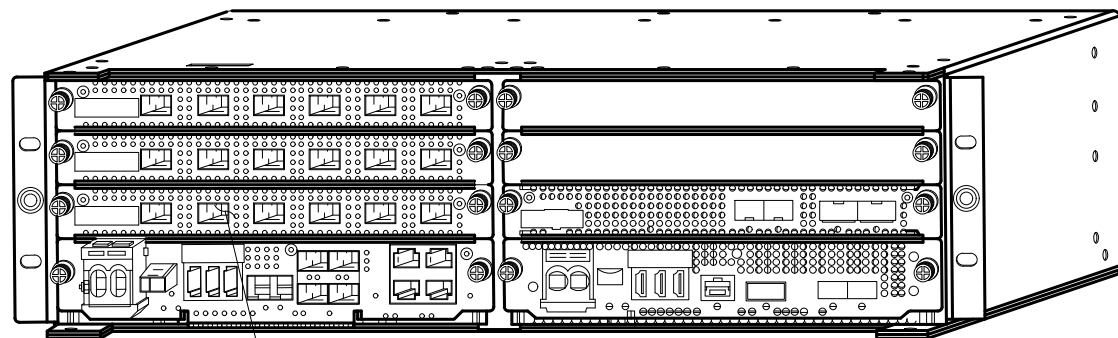
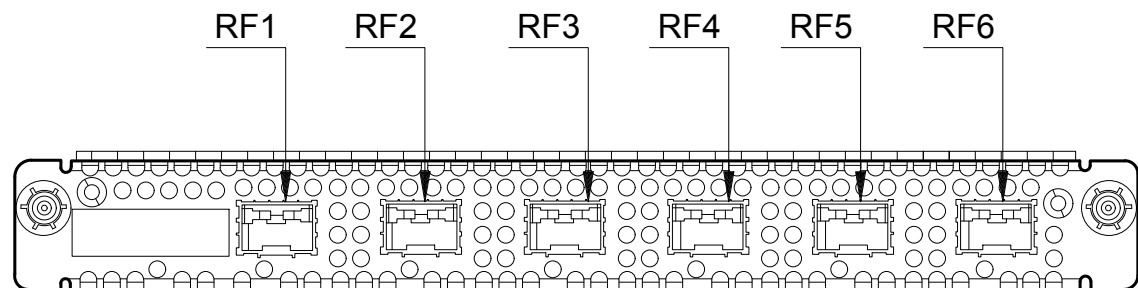
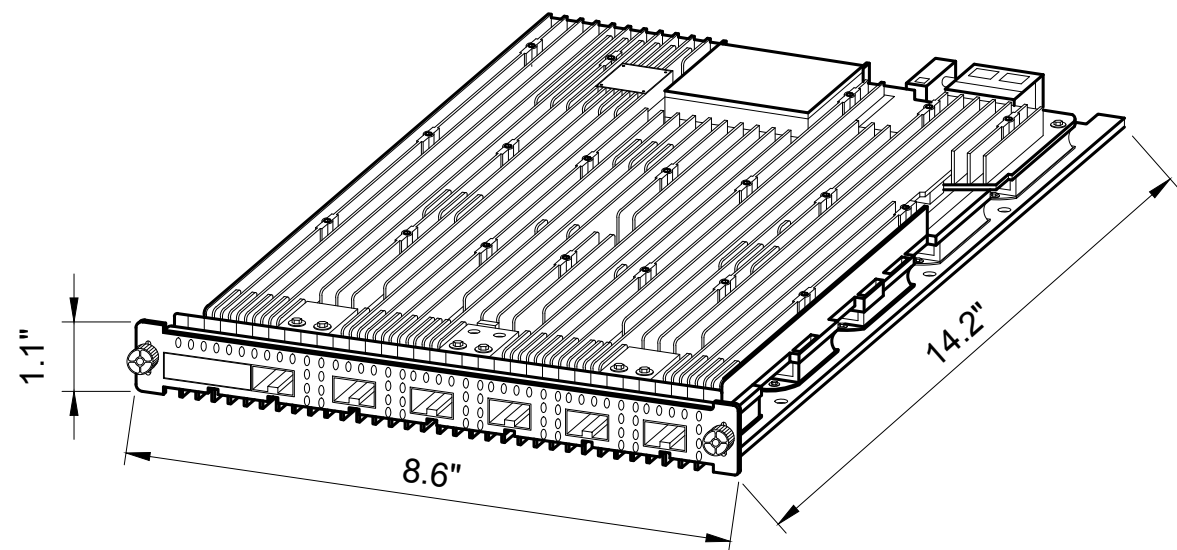
22x34 SCALE: NTS 11x17 SCALE: NTS

MANUFACTURER:	NOKIA
MODEL:	ASIB
WEIGHT:	6.4 lbs
DIMENSIONS:	8.6"x14.2"x1.7"



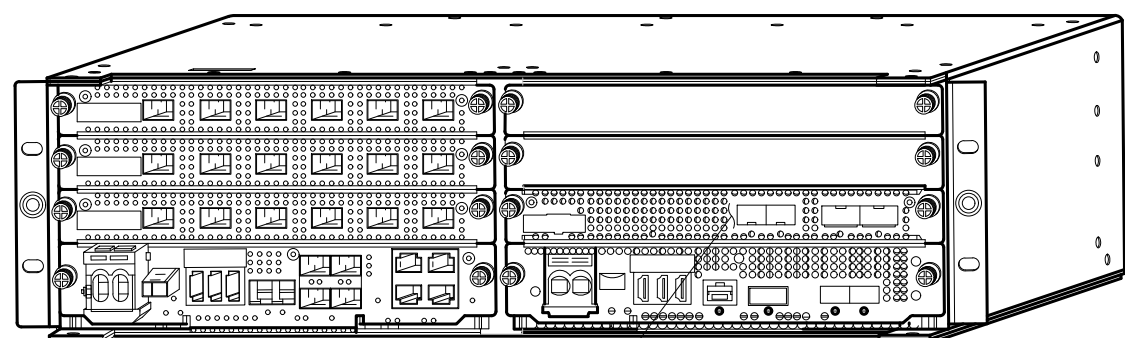
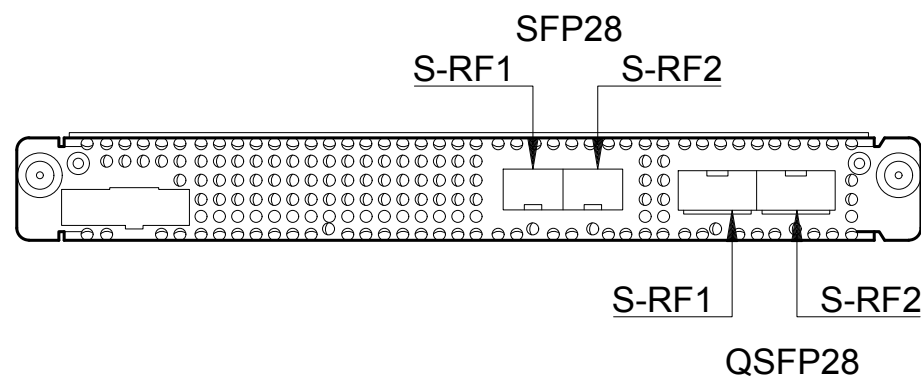
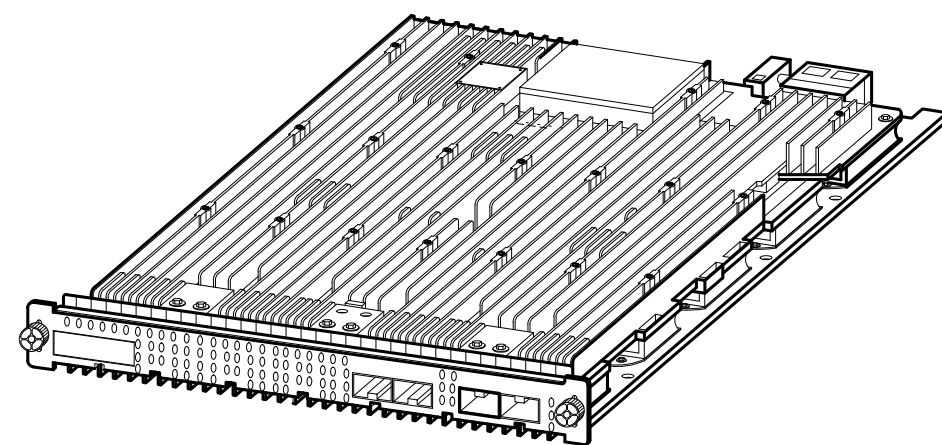
PROPOSED ASIB LOCATED
WITHIN AMIA RACK

MANUFACTURER:	NOKIA
MODEL:	ABIA
WEIGHT:	4.6 lbs
DIMENSIONS:	8.6"x14.2"x1.1"



PROPOSED ABIA LOCATED
WITHIN AMIA RACK

MANUFACTURER:	NOKIA
MODEL:	ABIL
WEIGHT:	4.4 lbs
DIMENSIONS:	8.6"x14.2"x1.1"

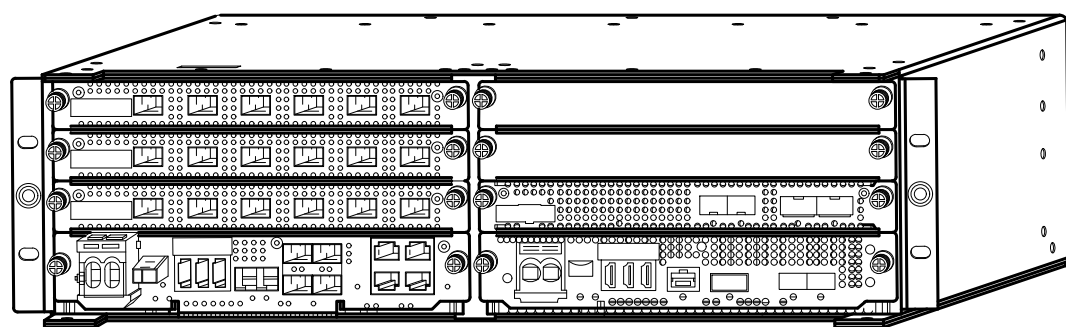
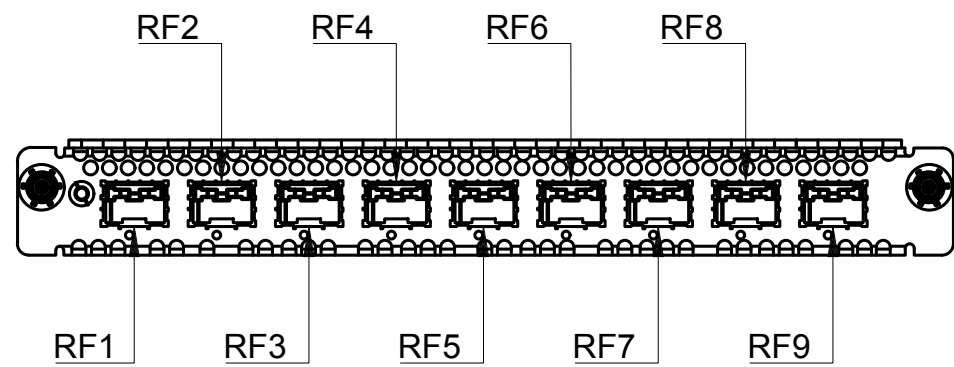
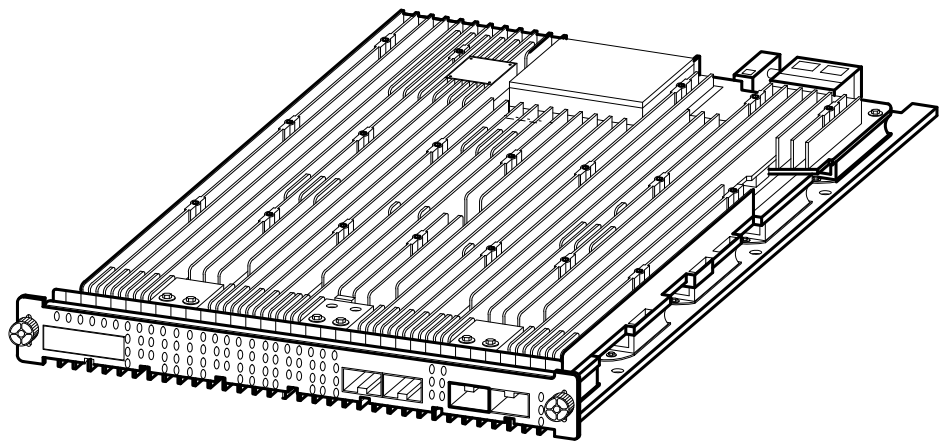


PROPOSED ABIL
LOCATED WITHIN AMIA RACK

SKU# 34104 ASIB DETAIL

22x34 SCALE: NTS 11x17 SCALE: NTS

MANUFACTURER:	NOKIA
MODEL:	ABIC
WEIGHT:	5.8 lbs
DIMENSIONS:	8.6"x14.2"x1.7"



SKU# 34103 - ABIC DETAIL

22x34 SCALE: NTS 11x17 SCALE: NTS

SKU# 33388 - ABIA DETAIL

22x34 SCALE: NTS 11x17 SCALE: NTS

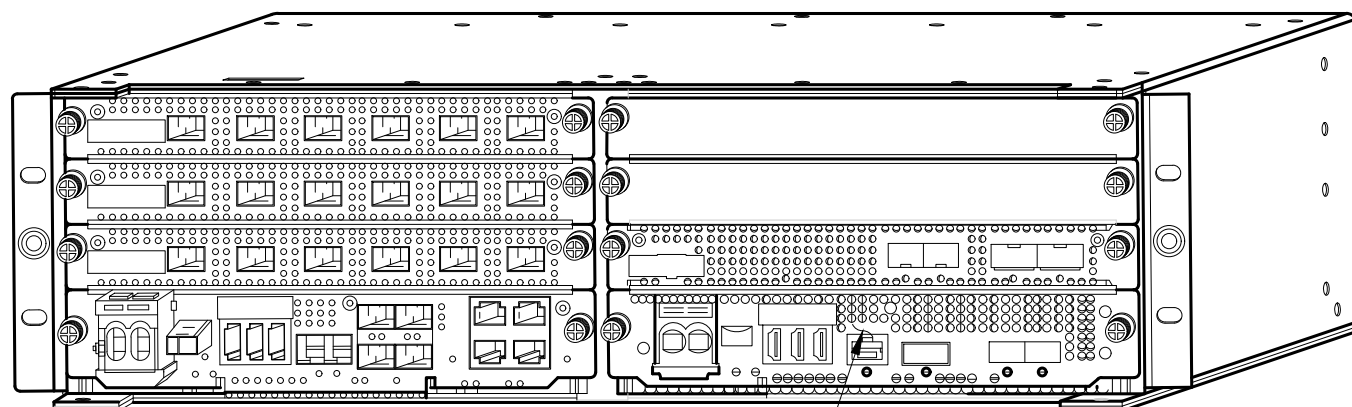
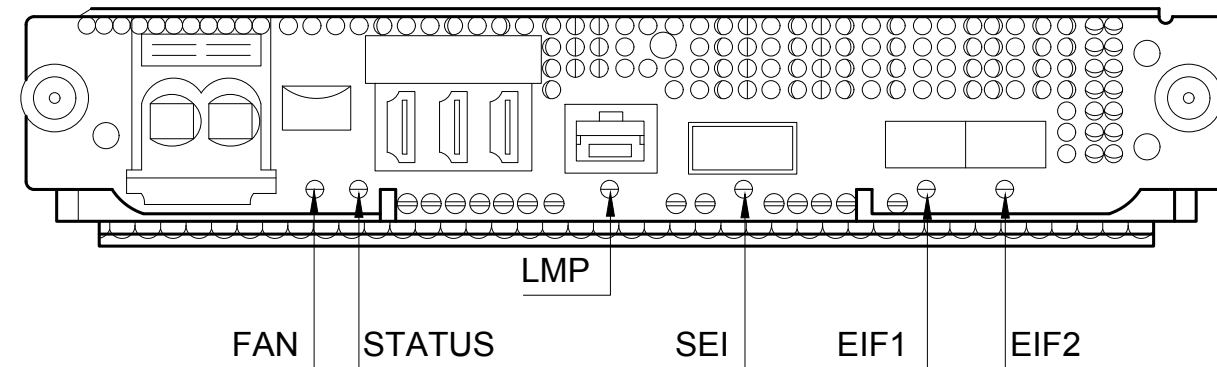
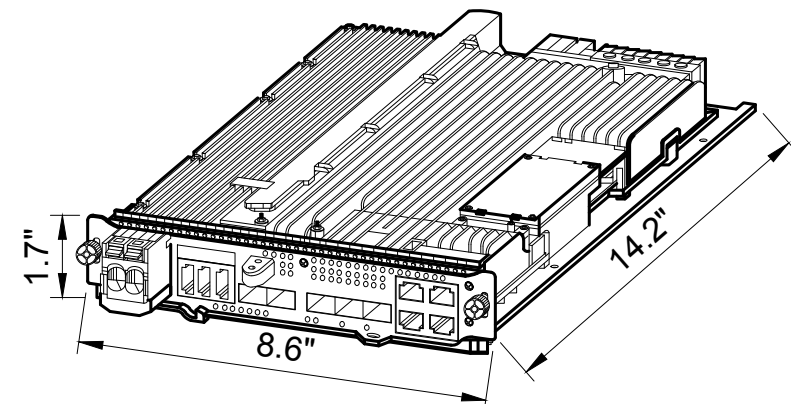
NOT USED

22x34 SCALE: NTS 11x17 SCALE: NTS

SKU# 33617 - ABIL DETAIL

22x34 SCALE: NTS 11x17 SCALE: NTS

MANUFACTURER:	NOKIA
MODEL:	ASIK
WEIGHT:	6.6 lbs
DIMENSIONS:	8.6"x14.2"x1.7"



PROPOSED ASIK
LOCATED WITHIN AMIA RACK

SKU# 33615 - ASIK DETAIL

22x34 SCALE: NTS 11x17 SCALE: NTS

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PLANS PREPARED BY:



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WOODINVILLE, WA 98072
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PROJECT INFO:

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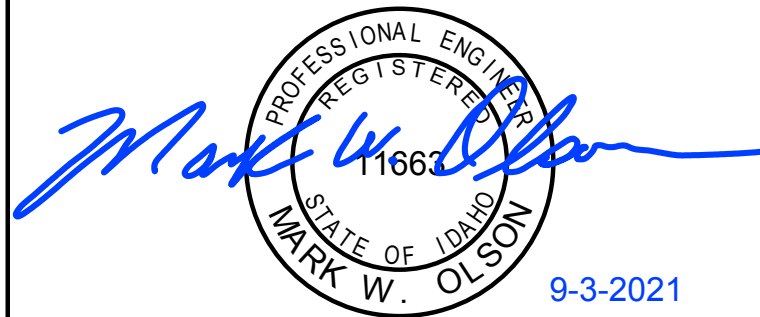
DRAWN BY: CHK.: APV.:

LJS	MWO	MWO
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CURRENT ISSUE DATE:

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DRAWING TITLE:

DETAIL SHEET

DRAWING NUMBER:

A-3.3

12

CEI JOB NUMBER: NSB 18-06007

Technical drawing of the R-1000 radio cabinet showing three views: FRONT, SIDE, and TOP.

- FRONT View:** A large rectangle with a height dimension of 38.2".
- SIDE View:** A narrow rectangle showing the side profile of the cabinet.
- TOP View:** A rectangle with a width dimension of 21.5" and a depth dimension of 5.9". It shows the mounting bracket at the front.

Additional details include a callout pointing to the mounting bracket on the TOP view, labeled "RADIO / ANTENNA PIPE MOUNT PER MFR SPECIFICATIONS".



MANUFACTURE:	NWS
WEIGHT:	1.61 lbs/ft
DIMENSIONS:	10.2"x16.0"x3.2"
MOUNTING KIT:	PROVIDED

Technical drawings of the NWS traffic sign. The left drawing is a front view showing a rectangular sign with rounded corners, 10.2 inches wide and 16.0 inches high. It features a white background with a black border and a grid of 12 reflective lenses arranged in 4 rows and 3 columns. A mounting bracket is attached to the bottom center. The right drawing is a side view showing the sign's thickness of 3.2 inches. It illustrates the mounting bracket and the sign's attachment to a vertical post. A label "MOUNTING TO PIPE MOUNT" with an arrow points to the bracket.

MANUFACTURE:	RAYCAP
WEIGHT:	21.9 lbs
DIMENSIONS:	14.0"x16.0"x8.0"
MOUNTING KIT:	PROVIDED

Technical drawings of the RAYCAP unit showing dimensions and views:

- Top View:** Shows a rectangular unit with a width of 14.0" and a depth of 8.0". The top surface features a circular access point on the left and a grid of 12 hexagonal ports arranged in 3 rows and 4 columns on the right.
- Front View:** Shows the unit's height of 16.0" and width of 14.0". It includes four vertical mounting slots on the left side and two latching mechanisms on the right side.
- Side View:** Shows the unit's depth of 8.0" and height of 16.0".



HCS 2.0 JUNCTION BOX MOUNTING		1
22x34 SCALE: NTS	11x17 SCALE: NTS	

Page 89

GEN. INTERFACE PANEL

MANUFACTURER	PANTROL
PART NUMBER	PANLOC
WEIGHT	20 LBS

9"

2'-0"

9"

2'-0"

PLAN

FRONT

SIDE

GENERATOR RECEPTACLE

22x34 SCALE: 1 1/2" = 1'-0"

11x17 SCALE: 3/4" = 1'-0"

12

1'-6"

MATCH SURFACE MATERIALS

EXCAVATION WARNING TAPE

30"

UNEXCAVATED AREA

COMPACTED FILL

COMPACTED SAND

HYBRID CABLE (TYP)

(2) 6" SCH 40 PVC CONDUIT

CONDUIT DETAIL

22x34 SCALE: 1" = 1'-0"

11x17 SCALE: 1/2" = 1'-0"

8

NOT USED

22x34 SCALE: NTS

11x17 SCALE: NTS

4

2" 10-DIAMOND PLANK
X14 GA STEEL GRIP
STRUT W/ (2) 5/16"
CARRIAGE BOLT &
DIAMOND ANCHOR @
EACH END OF PLANK

2" LIGHT WEIGHT CMU
CAP TO MATCH EXISTING

2 1/4"

4"

CONTINUOUS LEDGER PER
PLAN W/ 1/2"Ø THREADED
ROD EMBEDDED 4 1/2"
@ 36" O.C. & EPOXIED
W/ HILTI HIT-HY 270

6" LIGHT WEIGHT CMU BLOCK
WALL FULLY GROUTED SOLID

10

ICE CANOPY CONNECTION

22x34 SCALE: NTS

11x17 SCALE: NTS

11

PROPOSED ICE CANOPY ATTACHED
TO CMU BLOCK WALL (SEE
STRUCTURAL OF ATTACHMENT)

11

(1) HORIZ #5 @ 40" O.C., TYP
PROVIDE 1'-6" CORNER BARS

#5 VERTS @ 24" O.C. DOWEL
& EPOXY TO (E) CONC SLAB
W/ HILTI HIT-HY 200
ADHESIVE, EMBED 15"

(E) CONC. SLAB

3"

2'-6" MIN
LAP SPLICE

7'-4"

CMU BLOCK WALL
W/ 2" CAP TO MATCH EXISTING

GRADE

1'-5"
MIN
V.I.F.

5 5/8"
CLR

ELEVATION
SECTION VIEW "A-A"

ICE CANOPY

22x34 SCALE: 1/2" = 1'-0"

11x17 SCALE: 1/4" = 1'-0"

1

EMERSON 39"x20"x10" "CAC MODEL" 200A
ELECTRICAL SERVICE PANEL W/ TRANSFER
SWITCH & SURGE ARRESTOR STRUT
MOUNTED ON THE NORTH CMU BLOCK WALL

HOT DIPPED GALV UNISTRUT W/
END CAPS, SPACED AS REQ'D (TYP)

(5) EQUALLY SPACED
3/8"Ø THREADED
RODS (3 3/8" EMBED)
W/ HILTI HIT-HY 270
MAX ADHESIVE (TYP)

GENERATOR RECEPTACLE
STRUT MOUNTED ON THE
EAST CMU BLOCK WALL

1 1/4"Ø SCH 40 PVC CONDUIT TO
BATTERY CABINET

2 1/2"Ø SCH 40 PVC CONDUIT
FROM POWER SERVICE

(E) GRADE

#6 INSULATED SOLID
GROUND WIRE (TYP)

#2 SOLID BARE
TINNED WIRE
GROUND SYSTEM

CAD WELD BLOCK (TYP)

ELECTRICAL METER BASE
(200A REQ'D) STRUT
MOUNTED ON THE
NORTH CMU BLOCK WALL

HOFFMAN BOX NEMA TYPE 4
ENCLOSURE STRUT
MOUNTED ON THE SOUTH
CMU BLOCK WALL

NOTE:
ALL UTILITY BOXES MUST BE
MOUNTED INSIDE
ENCLOSURE FOR AESTHETIC
& SAFETY CONCERNS

NOTE:
ANYTHING EXPOSED TO
WEATHER SHALL BE
STAINLESS &/OR GALVANIZED

12

6

7

11
A-3

STRUT MOUNTED UTILITIES

22x34 SCALE: 3/4" = 1'-0"

11x17 SCALE: 3/8" = 1'-0"

9

11'-8"
ICE CANOPY

6" LIGHTWEIGHT CMU BLOCK WALL
FULLY GROUTED SOLID 2-SIDES

2" 10-DIAMOND PLANK x 14 GA
STEEL GRIP STRUT (24" WIDE)

(E) ACCESS
GATE

8'-3"
ICE CANOPY

14'-6"
ICE CANOPY

(E) WALL

8'-9"
ICE CANOPY

(E) EDGED
OF BUILDING

(E) CONC. SLAB

L4x4x1/4 LEDGER @ 3-SIDES

GRADE

10

T-Mobile®

PLANS PREPARED BY:

CORNERSTONE
ENGINEERING, INC.

16928 WOODINVILLE-REDMOND RD NE, SUITE 210
WOODINVILLE, WA 98072
PHONE: 425.487.1732
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DMO

11

08-10-21

ADD LANDSCAPE &
IRRIGATION LINE

DMO

10

07-26-21

NEW RFDS, LANDSCAPE
& FENCE / CMU WALL

DMO

9

05-25-21

REVIEW COMMENTS

LJS

DRAWN BY: CHK.: APV.:

LJS

MWO

MWO

CURRENT ISSUE DATE:

09-01-21

LICENSURE:

PROFESSIONAL ENGINEER
REGISTERED
11663
STATE OF IDAHO
MARK W. OLSON

9-3-2021

JURISDICTIONAL APPROVAL:

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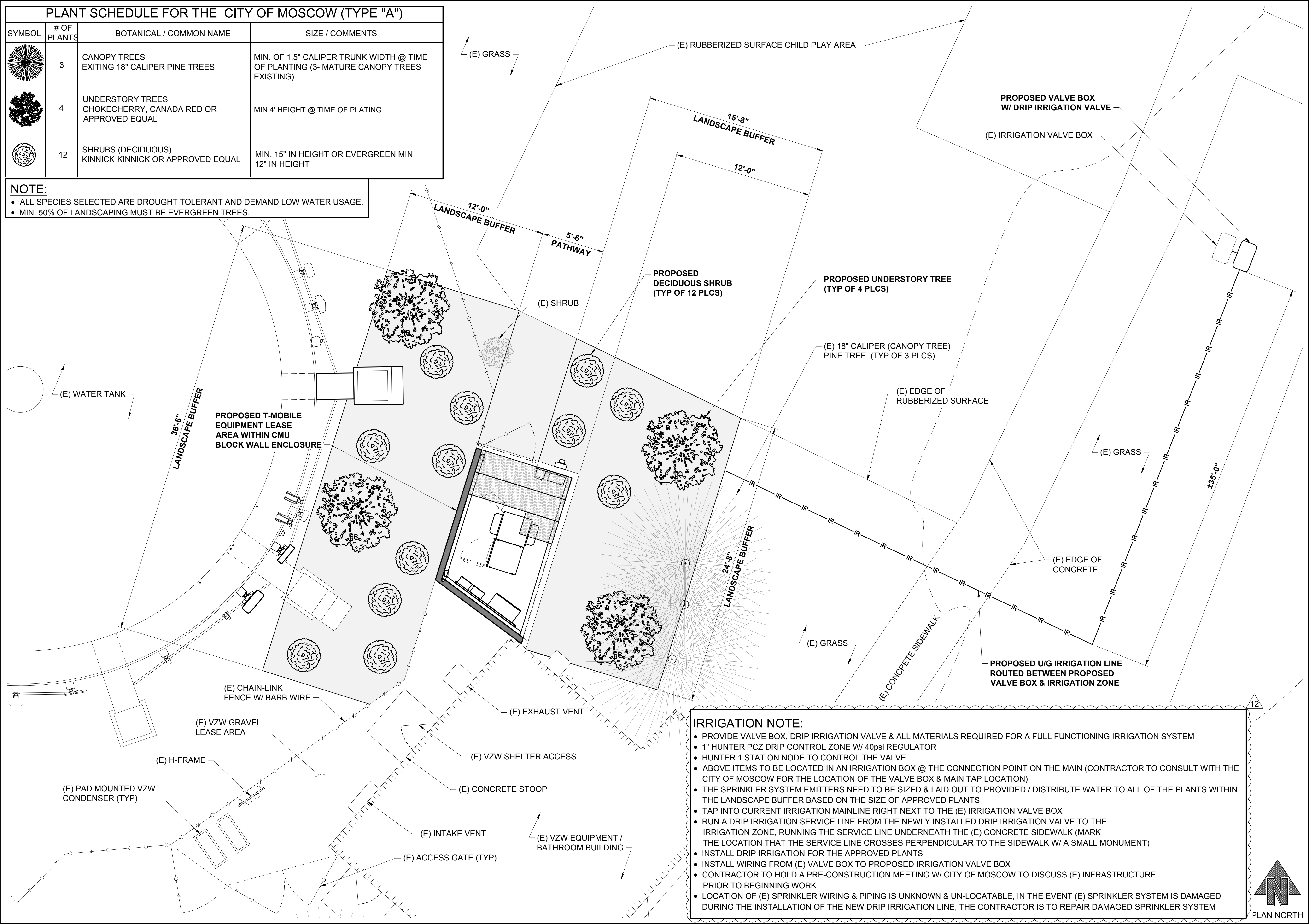
DRAWING NUMBER:

A-4

12

CEI JOB NUMBER: NSB 18-06007

Page 90





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DRAWN BY: LJS CHK.: MWO APV.: MWO

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DRAWING TITLE:

LANDSCAPING PLAN

DRAWING NUMBER:

 10  11  12

CEI JOB NUMBER: NSB 18-06007

LANDSCAPING PLAN

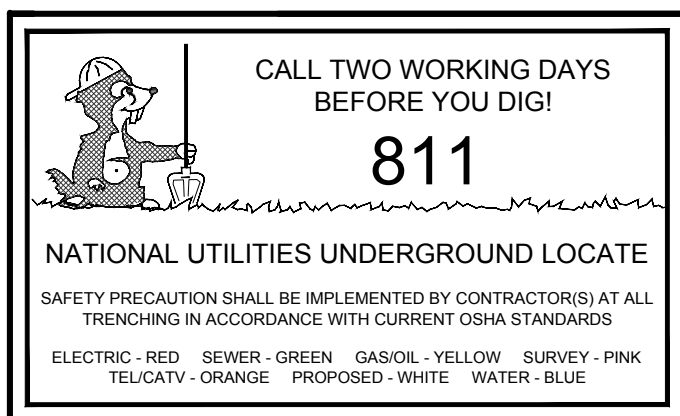
22x34 SCALE: 1/4" = 1'-0"

11x17 SCALE: 1/8" = 1'-0"

1

Page 91

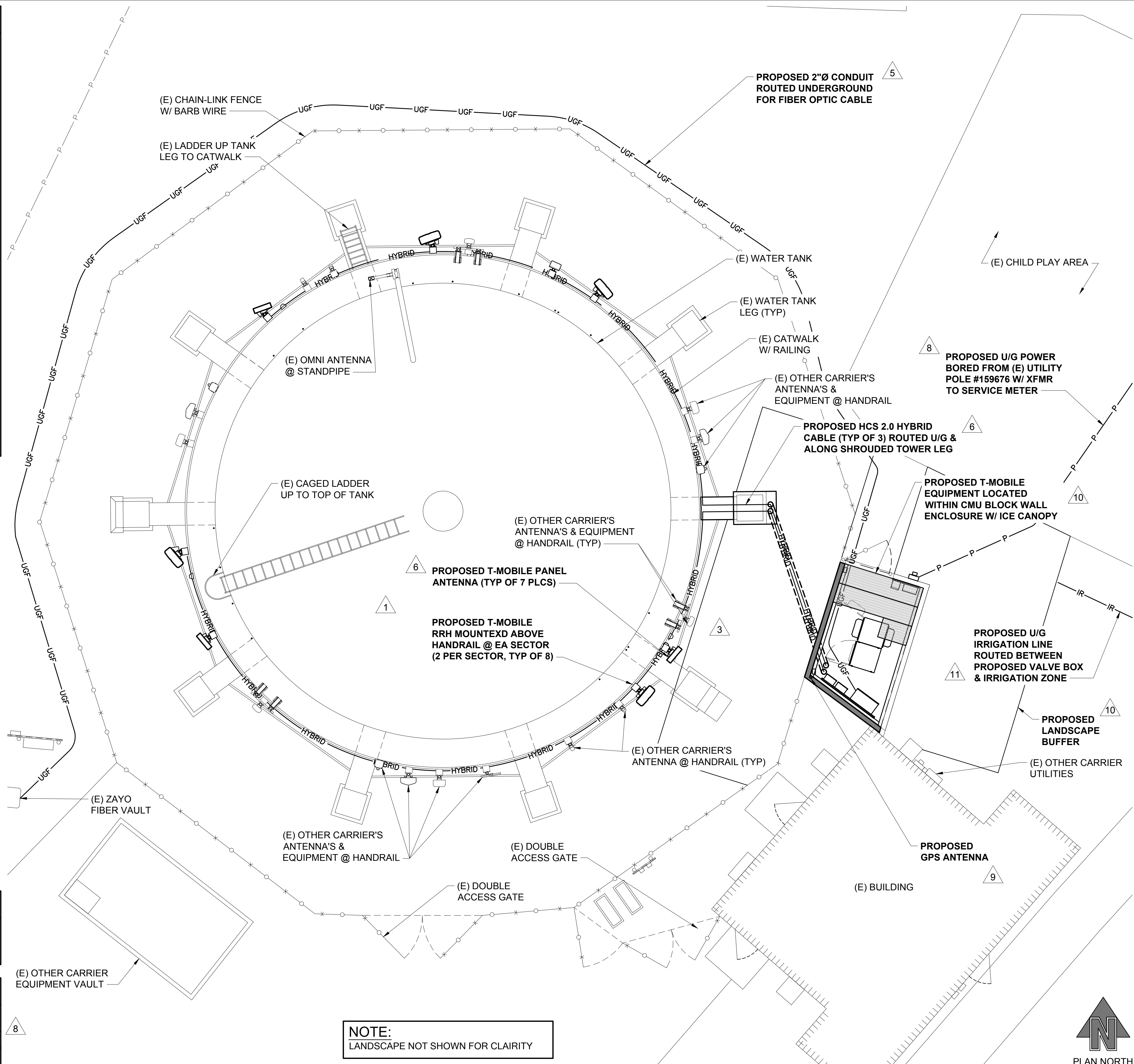
1. ALL ELECTRICAL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL ELECTRICAL CODE AND ANY LOCAL, CITY OR COUNTY CODES THAT MAY APPLY.
2. GROUNDING SHALL COMPLY WITH ARTICLE 250 OF THE NATIONAL ELECTRICAL CODE.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR PERMITTING, FILINGS, INSPECTIONS AND TESTING AS REQUIRED BY THE PERMITTING AUTHORITY AND CARRIER.
4. UNDERGROUND CONDUIT SHALL BE RIGID POLYVINYL CHLORIDE CONDUIT, SCHEDULE 40, TYPE 1, CONFORMING TO UL ARTICLE 651; MANUFACTURED BY WESTERN PLASTICS, CARLON OR EQUAL. ALL BENDS SHALL BE 30" MINIMUM RADIUS.
5. CONTRACTOR SHALL PROVIDE AND INSTALL A 2" PVC CONDUIT WITH PULL ROPE FROM THE TELCO LINE BOX AND TELCO DEMARCATON POINT.
6. ALL EQUIPMENT, WIRING AND MATERIALS MUST HAVE A UL LABEL.
7. CONTRACTOR SHALL PROVIDE AND INSTALL A 2" PVC CONDUIT WITH PULL ROPE FROM THE TELCO LINE BOX AND TELCO DEMARCATON POINT.
8. CONTRACTOR SHALL PROVIDE AND INSTALL A 2 1/2" PVC CONDUIT FROM POWER COMPANY SERVICE / DEMARCATON POINT AND METER BASE OR SERVICE PANEL WHERE APPLICABLE.
9. CONTRACTOR USED INDOORS SHALL BE EMT. CONDUIT USED OUTDOORS SHALL BE RMC. COUPLINGS SHALL BE RIGID STEEL AND COMPRESSION TYPE FOR EMT (SET SCREW FITTINGS ARE NOT PERMITTED). RMC TO BE USED FOR ALL CONDUIT STUB-UPS.
10. WIRES AND CABLES SHALL BE CONTINUOUS FROM TERMINATION TO TERMINATION WITH NO SPLICES ALLOWED.
11. ALL JUNCTION AND OUTLET BOXES SHALL BE LABELED WITH KROY TAPE OR EQUAL. CONTRACTOR TO DESIGNATE ALL CIRCUIT NUMBERS CONTAINED IN EACH BOX.
12. THE DISTRIBUTION PANEL SHALL HAVE A TYPED LEGEND IDENTIFYING THE LOADS OF ALL CIRCUIT BREAKERS.
13. CONTRACTOR SHALL INSTALL CONDUIT SEALING COMPOUND (BLACKBURN DX DUCT SEAL OR EQUAL) AFTER WIRING IS PULLED AND TERMINATED.



<u>POWER COMPANY:</u>	<u>FIBER COMPANY:</u>
CLEARWATER POWER	ZAYO
(888) 743-1501	(866) 236-2824

UTILITY RUN LENGTHS TO LEASE AREA			
TYPE	ROUTED SEPARATELY	ROUTED TOGETHER	TOTAL LENGTH
POWER	±135'	-	±135'
FIBER	±180'	-	±180'

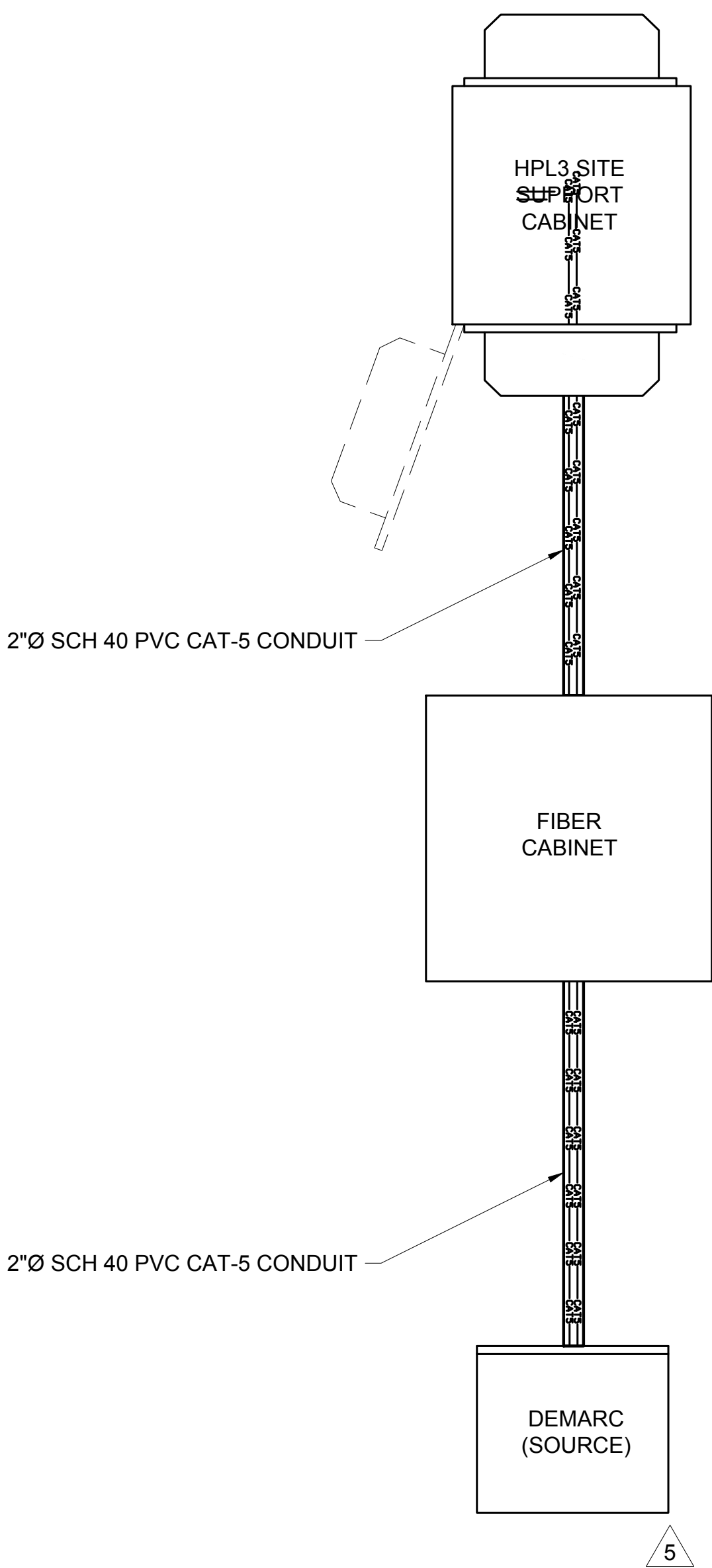
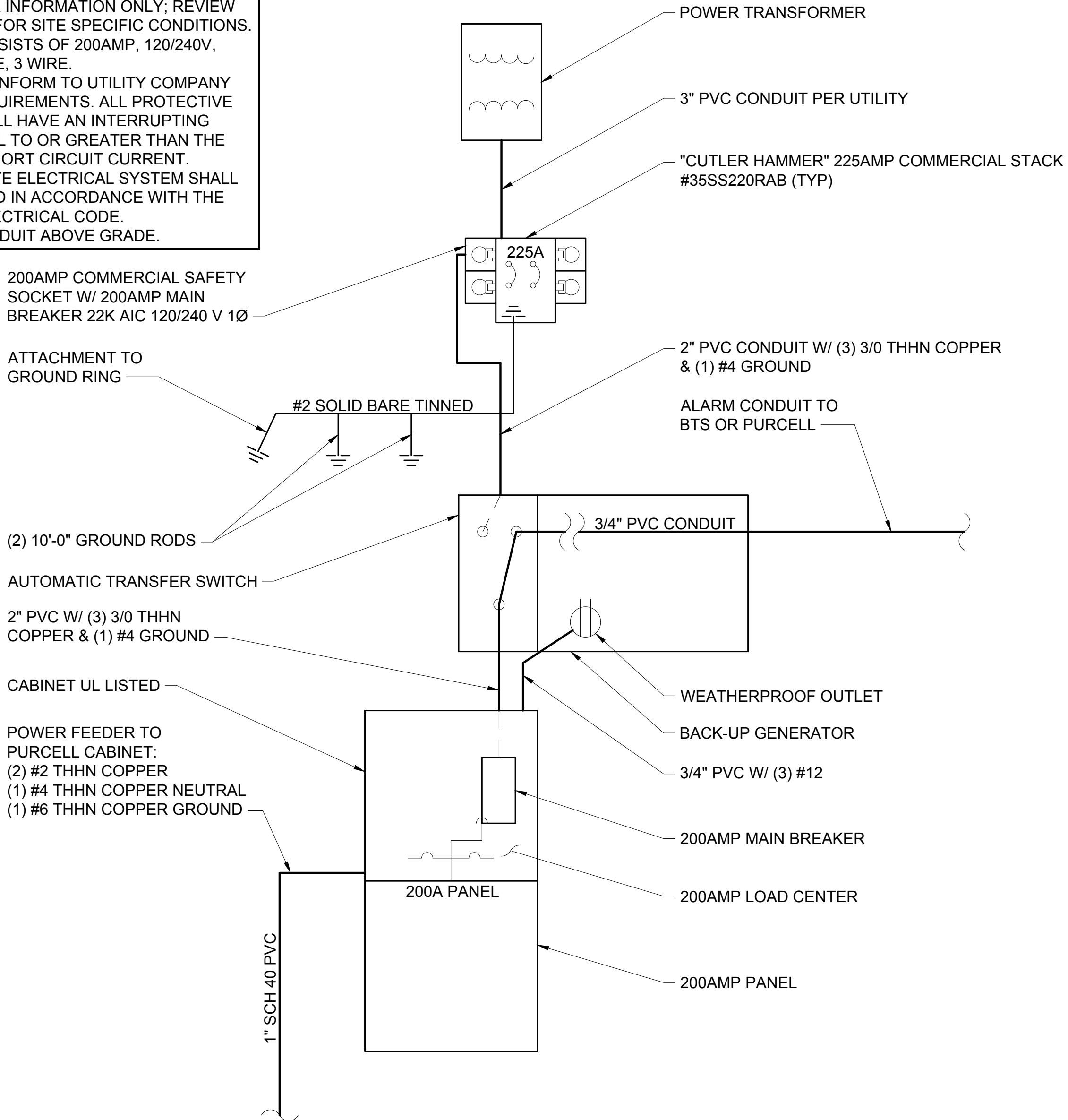
22x34 SCALE: NTS	11x17 SCALE: NTS
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CEI JOB NUMBER:	NSB 18-06007
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LOAD CENTER MAIN BREAKER					
PANEL 120/240	"A" VOLT	200	AMP	1 PHASE	3 WIRE
CIR #	BREAKER		DESCRIPTION	LOAD	
	AMPS	POLE		A	C
1	70	2	PURCELL	5.142	-
2	↓	↓	↓	-	5.142
3	28	1	AC UNIT	6.447	-
4	-	-	-	-	-
5	-	-	-	-	-
6	-	-	-	-	-
7	-	-	SPARE	-	-
8	-	-	SPARE	-	-
9	60	2	SURGE ARRESTOR	TBD	-
10	↓	↓	SPARE	-	-
11	15	1	GFI RECEPTACLE	-	180
12	-	-	SPARE	-	-
13	15	1	SITE UTILITY LIGHT	-	300
14	-	-	SPARE	-	-
15	-	-	SPARE	-	-
TOTAL KVA	17.21			11.589	5.622
TOTAL AMPS	44.85			44.35	45.35
MAIN FEEDER TO PANEL			IN 2" CONDUIT INSTALL (3) 3/0 THHN COPPER & (1) #4 GROUND		
PURCELL PANEL FEEDER			IN 1" CONDUIT INSTALL (2) #2 THHN COPPER & (1) #6 GROUND		

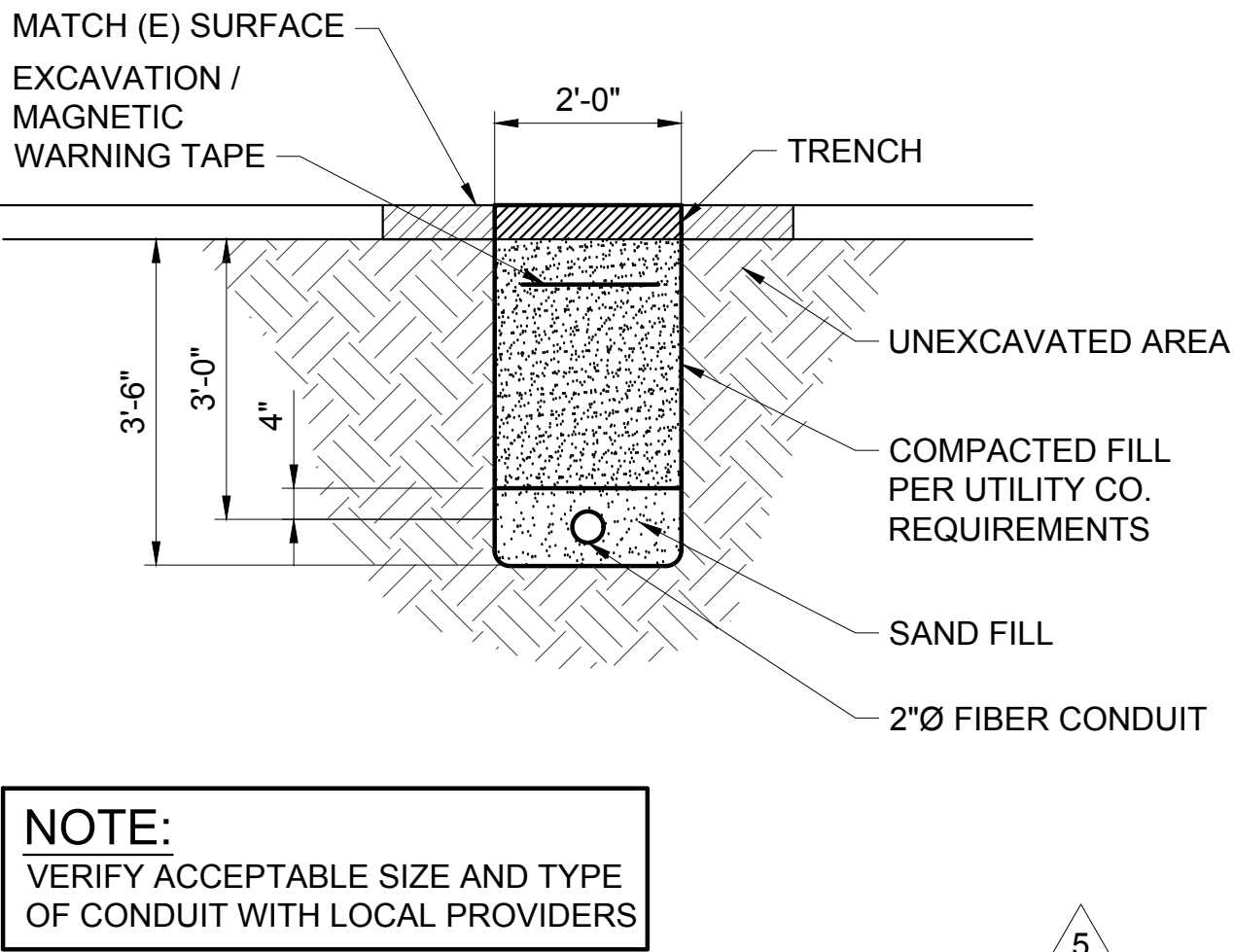
- NOTES:
1. DETAIL IS FOR INFORMATION ONLY; REVIEW AND MODIFY FOR SITE SPECIFIC CONDITIONS.
 2. SERVICE CONSISTS OF 200AMP, 120/240V, SINGLE PHASE, 3 WIRE.
 3. METER TO CONFORM TO UTILITY COMPANY SERVICE REQUIREMENTS. ALL PROTECTIVE DEVICES SHALL HAVE AN INTERRUPTING RATING EQUAL TO OR GREATER THAN THE AVAILABLE SHORT CIRCUIT CURRENT.
 4. THE COMPLETE ELECTRICAL SYSTEM SHALL BE GROUNDED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE.
 5. USE RGS CONDUIT ABOVE GRADE.



PANEL SCHEDULE	8
22x34 SCALE: NTS	11x17 SCALE: NTS

ONE-LINE POWER DIAGRAM	6
22x34 SCALE: NTS	11x17 SCALE: NTS

ONE-LINE FIBER DIAGRAM	5
22x34 SCALE: NTS	11x17 SCALE: NTS



NOT USED	4
22x34 SCALE: NTS	11x17 SCALE: NTS

NOT USED	3
22x34 SCALE: NTS	11x17 SCALE: NTS

NOT USED	2
22x34 SCALE: NTS	11x17 SCALE: NTS

POWER/FIBER UTILITY TRENCH	1
22x34 SCALE: NTS	11x17 SCALE: NTS

PLANS PREPARED BY:

16928 WOODINVILLE-REDMOND RD NE, SUITE 210
WOODINVILLE, WA 98072
PHONE: 425.487.1732
WWW.CORNERSTONE-ENGR.COM

PROJECT INFO:

SP09135C

EAST MOSCOW WT

1026 EAST F STREET
MOSCOW, ID 83843
LATAH COUNTY

ISSUED FOR:

CONSTRUCTION

REV.: DATE: ISSUED FOR: BY:

12	09-01-21	CITY REVISIONS	DMO
11	08-10-21	ADD LANDSCAPE & IRRIGATION LINE	DMO
10	07-26-21	NEW RFDS, LANDSCAPE & FENCE / CMU WALL	DMO
9	05-25-21	REVIEW COMMENTS	LJS

DRAWN BY: CHK.: APV.:

LJS	MWO	MWO
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CURRENT ISSUE DATE:

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JURISDICTIONAL APPROVAL:

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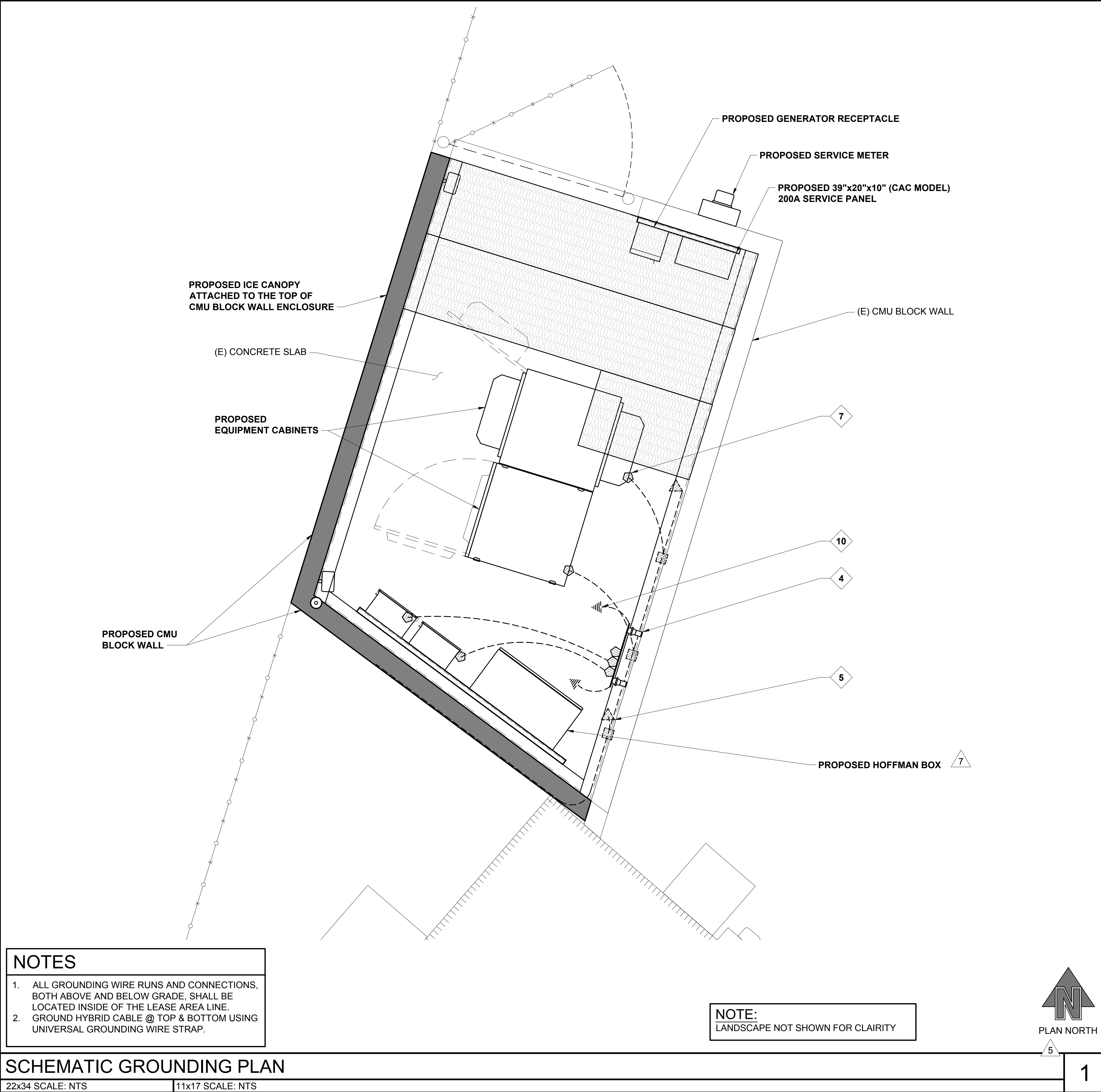
DRAWING TITLE:

ELECTRICAL DETAILS

DRAWING NUMBER:

E-1.1 12

CEI JOB NUMBER: NSB 18-06007



- NOTES
1.

ALL GROUNDING WIRE RUNS AND CONNECTIONS, BOTH ABOVE AND BELOW GRADE, SHALL BE LOCATED INSIDE OF THE LEASE AREA LINE.
2.

GROUND HYBRID CABLE @ TOP & BOTTOM USING UNIVERSAL GROUNDING WIRE STRAP.

SCHEMATIC GROUNDING PLAN

22x34 SCALE: NTS

11x17 SCALE: NTS

GROUNDING KEYED NOTES

4

GROUND BUSS BAR. SEE DETAIL 4/E-2.1 & 5/E-2.1

5

CADWELDED GROUND LEAD FROM STEEL TO GROUND BAR.

7

COMPRESSION LUG W/ GROUND LEAD FROM EQUIPMENT TO GROUND BAR. SEE DETAIL 9/E-2.1

10

GROUND LEAD FROM GROUND BAR TIED INTO THE EXISTING GROUNDING SYSTEM.

GROUNDING NOTES

1.

ALL DETAILS ARE SHOWN IN GENERAL TERMS. ACTUAL INSTALLATION AND CONSTRUCTION MAY VARY DUE TO SITE SPECIFIC CONDITIONS.

2.

GROUND ALL ANTENNA BASES, FRAMES, CABLE RUNS, AND OTHER METALLIC COMPONENTS USING GROUND WIRES AND CONNECT TO SURFACE MOUNTED BUS BARS. FOLLOW ANTENNA AND BTS MANUFACTURER'S PRACTICES FOR GROUNDING REQUIREMENTS. GROUND COAX SHIELD AT BOTH ENDS AND EXIT FROM TOWER OR POLE USING MFR'S PRACTICES.

3.

ALL GROUND CONNECTIONS SHALL BE CADWELD. ALL WIRES SHALL BE COPPER THHN/THWN. ALL GROUND WIRE SHALL BE GREEN INSULATED WIRE ABOVE GROUND.

4.

CONTRACTOR TO VERIFY AND TEST GROUND TO SOURCE. GROUNDING AND OTHER OPERATIONAL TESTING WILL BE WITNESSED BY CARRIER REPRESENTATIVE.

5.

REFER TO DIVISION 16 GENERAL ELECTRIC; GENERAL ELECTRICAL PROVISION AND COMPLY WITH ALL REQUIREMENTS OF GROUNDING STANDARDS.

6.

ELECTRICAL CONTRACTOR TO PROVIDE DETAILED DESIGN OF GROUNDING SYSTEM, AND RECEIVE APPROVAL OF DESIGN BY AUTHORIZED CARRIER REPRESENTATIVE, PRIOR TO INSTALLATION OF GROUNDING SYSTEM. PHOTO DOCUMENT ALL CADWELDS AND GROUND RING

7.

NOTIFY CONSTRUCTION MANAGER IF THERE ARE ANY DIFFICULTIES INSTALLING GROUNDING SYSTEM DUE TO SITE SOIL CONDITIONS.

GROUNDING ROD NOTES

ELECTRICAL CONTRACTOR SHALL ORDER GROUND RESISTANCE TESTING ONCE THE GROUND SYSTEM HAS BEEN INSTALLED; A QUALIFIED INDIVIDUAL, UTILIZING THE FALL OF POTENTIAL METHOD, SHOULD PERFORM THE TEST. THE REPORT WILL SHOW THE LOCATION OF THE TEST AND CONTAIN NO LESS THAN 9 TEST POINTS ALONG THE TESTING LINE, GRAPHED OUT TO SHOW THE PLATEAU.

2 POINT GROUND TEST OR 3 POINT 62% TESTS WILL NOT BE ACCEPTED AS ALTERNATIVES TO THE AFOREMENTIONED GROUND TESTS. TEST SHALL BE PERFORMED WHILE THE COUNTERPOISE IS ISOLATED FROM THE A/C SYSTEM GRIDS AND EXISTING COMMUNICATIONS FACILITY.

LEGEND

SYMBOL

DESCRIPTION

GROUND INSPECTION WELL

COPPER GROUND ROD

CHEMICAL GROUND ROD - L-SHAPED

CHEMICAL GROUND ROD - STRAIGHT SHAFT

COMPRESSION LUG

CADWELD CONNECTION

SIDE SPLICE CADWELD

FIELD VERIFY & TIE INTO EXISTING GROUNDING SYSTEM

T-Mobile

PLANS PREPARED BY:

CORNERSTONE
ENGINEERING, INC.
16928 WOODINVILLE-REDMOND RD NE, SUITE 210
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09-01-21

CITY REVISIONS

DMO

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08-10-21

ADD LANDSCAPE & IRRIGATION LINE

DMO

10

07-26-21

NEW RFDS, LANDSCAPE & FENCE / CMU WALL

DMO

9

05-25-21

REVIEW COMMENTS

LJS

DRAWN BY: CHK.: APV.:

LJS

MWO

MWO

CURRENT ISSUE DATE:

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9-3-2021

JURISDICTIONAL APPROVAL:

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DRAWING TITLE:

GROUNDING PLAN

DRAWING NUMBER:

E-2

12

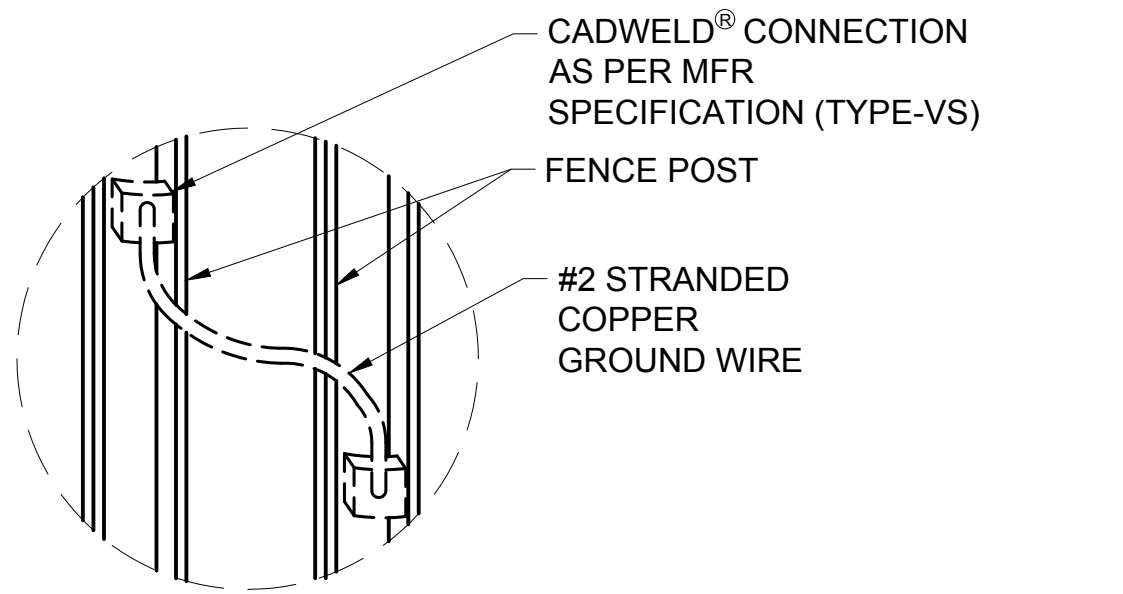
CEI JOB NUMBER:

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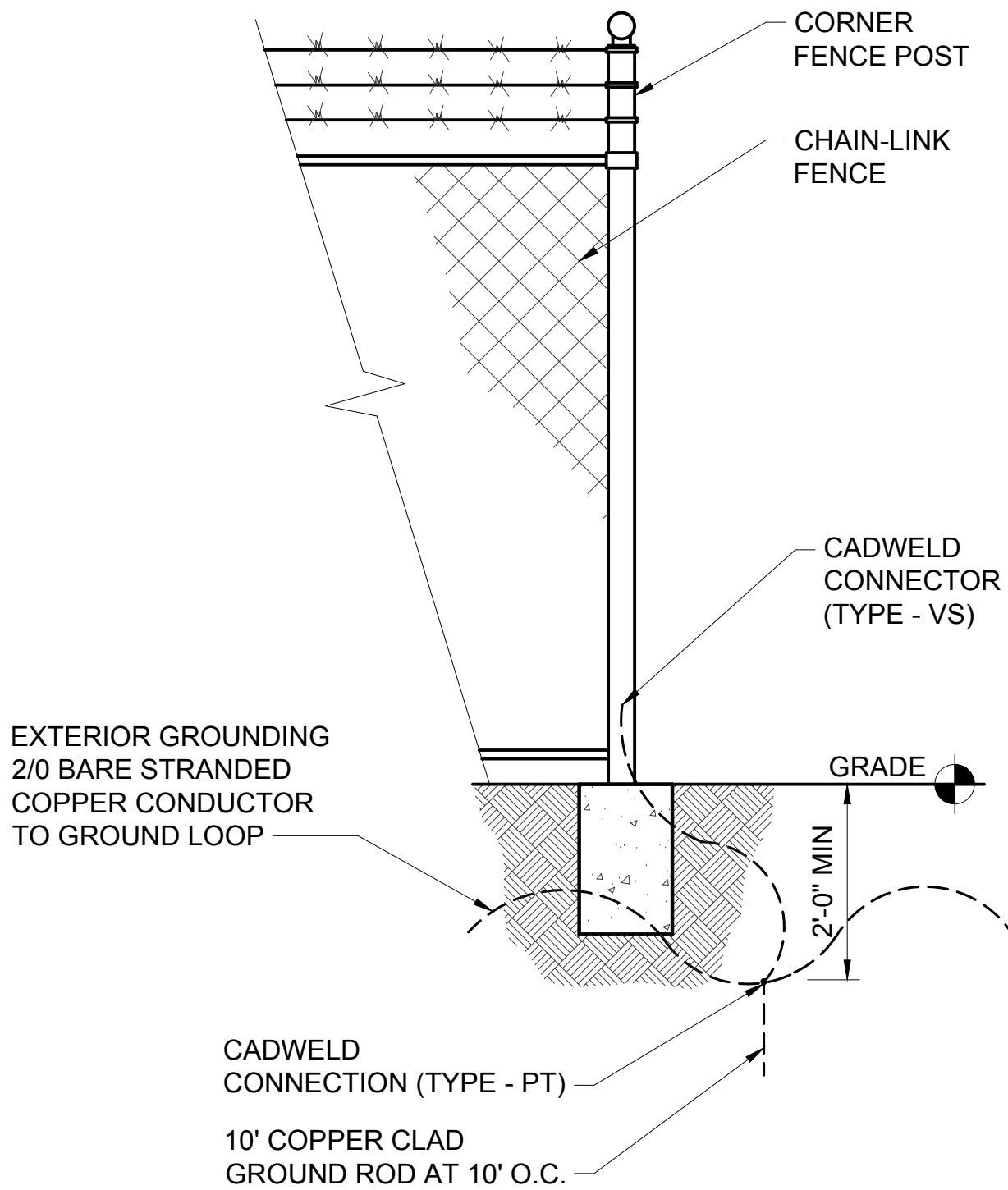
Page 95

GENERAL ELECTRICAL NOTES:

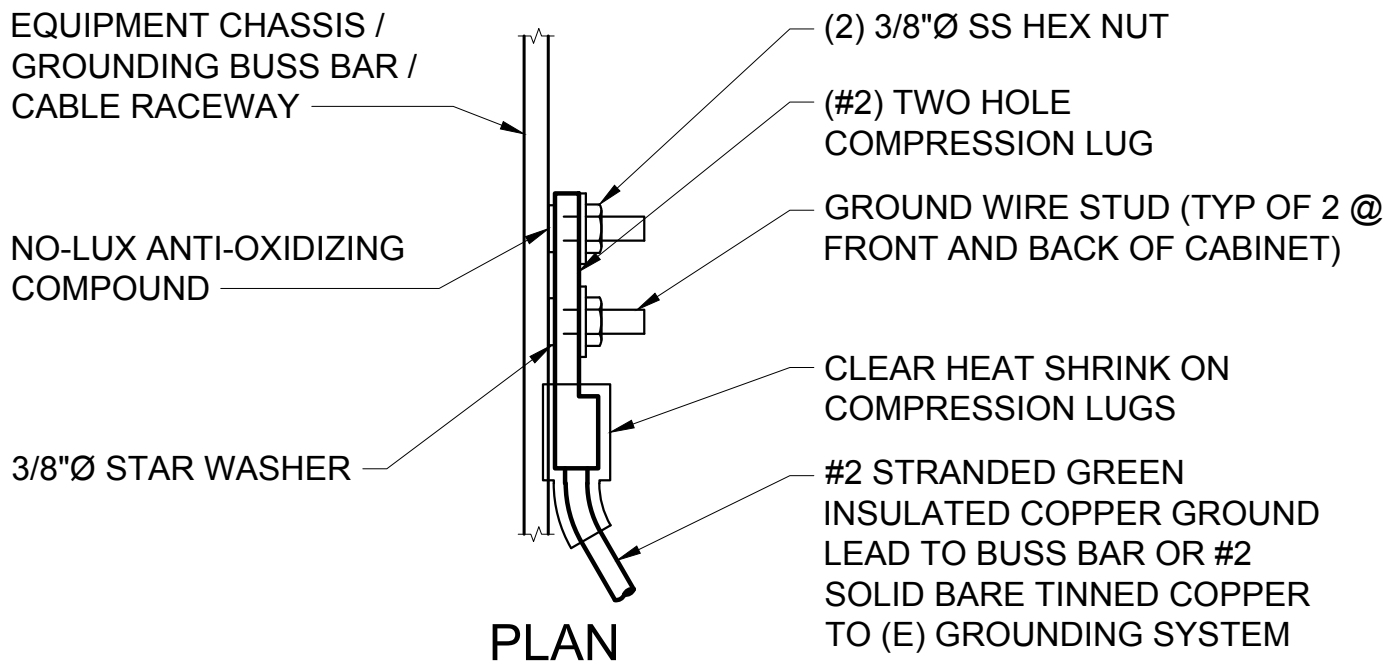
1. INSTALLATION OF SECONDARY POWER AND CONNECTION TO METER SHALL BE COMPLETED IN COMPLIANCE WITH NATIONAL ELECTRIC CODE, NFPA 70, LOCAL AND STATE LAWS, RULES AND REGULATIONS FOR INSTALLING ELECTRIC WIRES AND EQUIPMENT, ALL LATEST ISSUE, AND WITH SPECIFICATIONS PER A.S.T.M. B 231, B 400, I.C.E.A. S651-401, I.C.E.A. P81-570 AND LOCAL PUD.
2. PROVIDE A METER BASE PER LOCAL UTILITY STANDARDS MOUNT ON ELECTRICAL PANEL SUPPORT FRAME.
3. UNDERGROUND CONDUIT SHALL BE RIGID POLYVINYL CHLORIDE CONDUIT: SCHEDULE 40, TYPE I, CONFORMING TO UL ARTICLE 651: WESTERN PLASTICS OR CARLON MANUFACTURER. COUPLINGS SHALL BE SLIP-ON, SOLVENT SEALED T PIPE. SOLVENT, WESTERN TYPE COMPATIBLE WITH PVC DUCT. ALL BENDS SHALL BE 36" MINIMUM RADIUS FOR POWER AND TELEPHONE. ALL CONDUITS UNDER ROADS SHALL BE RGS OR PVC ENCASED IN 8"x18" RED CONCRETE DUCTBANK.
4. CONDUIT USED INDOORS SHALL BE E.M.T. AND RIGID GALVANIZED STEEL FOR OUTDOORS. COUPLINGS SHALL BE RIGID STEEL AND COMPRESSION TYPE FOR E.M.T. SET SCREW FITTINGS ARE NOT PERMITTED. FOR ALL STUB-UPS, USE RIGID GALVANIZED STEEL CONDUIT.
5. WIRE AND CABLE SHALL BE OF THE TYPE AND SIZE AS REQUIRED BY NEC. THERE WILL BE NO SPLICES ALLOWED. PROVIDE HDPE PULLING HAND HOLES AS NEEDED.
6. ALL GROUND BARS SHALL BE COATED WITH ANTI-CORROSIVE AGENT SUCH AS LPS-3 OR AS PER GROUNDING NOTES ON SHEET E-2.
7. CONTRACTOR SHALL PROVIDE TEST OF THE GROUNDING SYSTEM BY CERTIFIED TESTING AGENT. PROVIDE INDEPENDENT TEST RESULTS TO THE PROJECT MANAGER FOR REVIEW. GROUNDING SYSTEM RESISTANCE TO GROUND SHALL NOT EXCEED 5 OHMS. ALL ABOVE GRADE INTERIOR GROUNDING CONNECTORS SHALL BE DOUBLE-LUG COMPRESSION TYPE. ALL BELOW GRADE AND EXPOSED EXTERIOR GROUNDING CONNECTIONS TO PERMANENT EQUIPMENT AND FIXED BUILDING ELEMENTS SHALL BE CADWELD TYPE. CARE SHALL BE TAKEN TO REVIEW CONNECTION LOCATIONS AND MATERIAL TYPES TO AVOID POSSIBLE GALVANIC CORROSION. ALL EXPOSED GROUNDING CONNECTIONS TO BE COATED WITH ANTI-CORROSIVE AGENT SUCH AS "NO-OXY", "NOAOLX" OR "PENETROX". VERIFY PRODUCT WITH PROJECT MANAGER. ALL BOLTS, WASHERS AND NUTS USED ON GROUNDING CONNECTIONS SHALL BE STAINLESS STEEL.
8. ALL JUNCTION AND OUTLET BOXES TO BE LABELED WITH KROY TAPE, OR EQUAL, DESIGNATING ALL CIRCUIT NUMBERS CONTAINED IN EACH BOX.
9. CONTRACTOR SHALL COORDINATE WITH SITE SURVEY TO LOCATE EXISTING UNDERGROUND UTILITIES. WHEREVER POTENTIAL CONFLICTS/INTERFERENCES EXIST, HAND EXCAVATE TO AVOID DAMAGE. CONTACT ALL UTILITIES TO LOCATE UNDERGROUND PIPING IN PUBLIC ROW.
10. ELECTRICAL, POWER AND GROUNDING SHOWN IS BASED ON CURRENT CARRIER EQUIPMENT AND STANDARDS. VERIFY ALL SITE SPECIFIC REQUIREMENTS AND EQUIPMENT BEFORE PROCEEDING WITH INSTALLATION.
11. CONTRACTOR TO PROVIDE ALL ADDITIONAL DRAWINGS REQUIRED BY LOCAL AGENCIES.



ACCESS GATE



FENCE CORNERS



PLAN

NOTE:
FOR GROUNDING CONNECTIONS TO PAINTED CABINETS CHASSIS, GRIND OFF ALL ENAMEL COATINGS TO BARE METAL AT LUG CONTACT AREA PRIOR TO MAKING BOLTED LUG CONNECTION. APPLY NO-LUX TO ALL EXPOSED BARE METAL.

COMPRESSION LUG

22x34 SCALE: NTS 11x17 SCALE: NTS

GROUND BAR ATTACHMENT:

CONCRETE SUBSTRATE: (4) 3/8"Ø HILTI TZ EXPANSION ANCHORS WITH 2" MINIMUM EMBEDMENT.

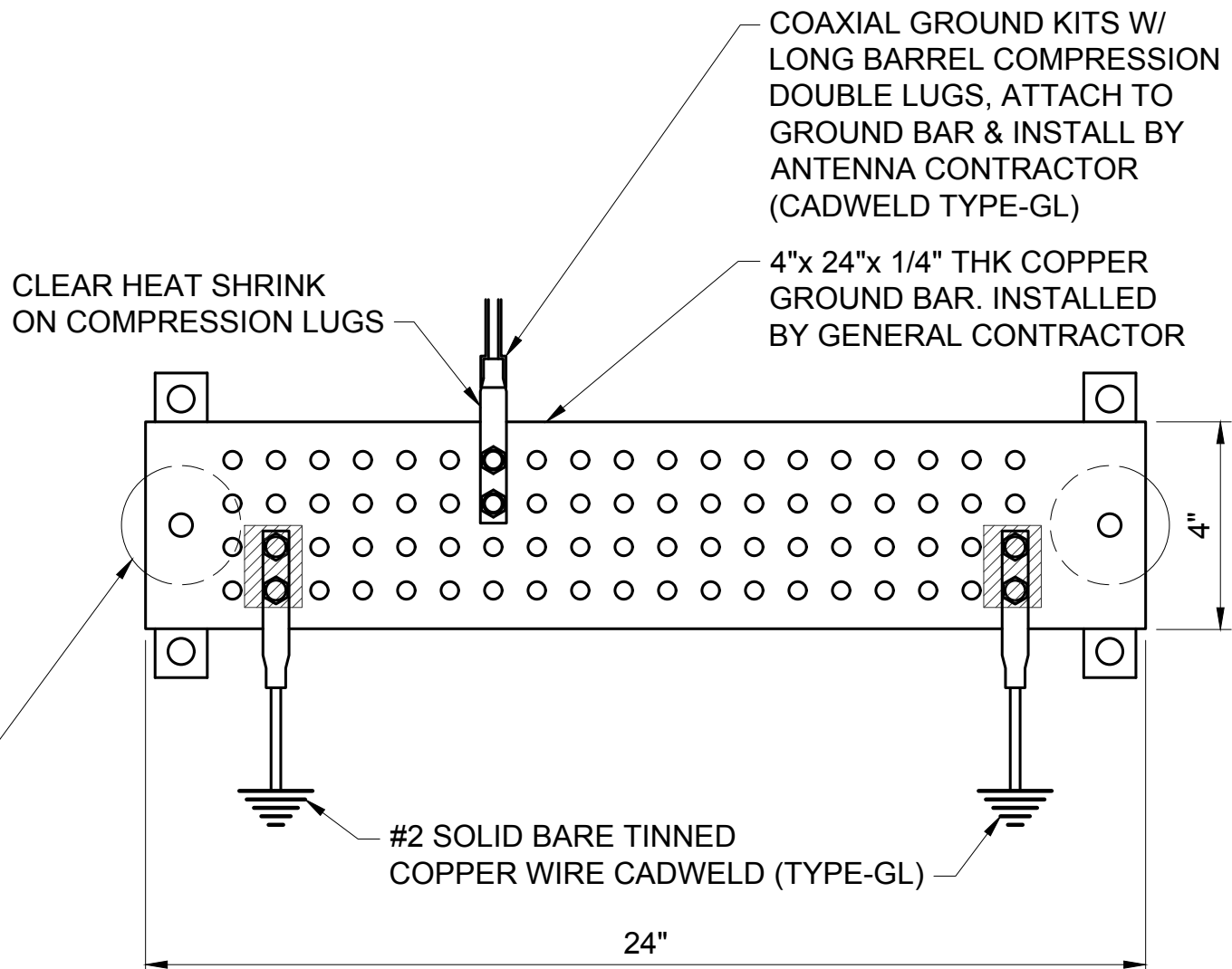
WOOD FRAMED SUBSTRATE: (4) 3/8"Ø LAG SCREWS WITH 2" MINIMUM EMBEDMENT (ADD BLOCKING IF NECESSARY).

SOLID CMU WALL: (4) 3/8"Ø HILTI TZ EXPANSION ANCHORS WITH 2" MINIMUM EMBEDMENT.

HOLLOW CMU WALL: (4) 3/8"Ø HILTI HIT HY-20 WITH HIT-A STANDARD RODS. (3 3/8" EMBEDMENT)

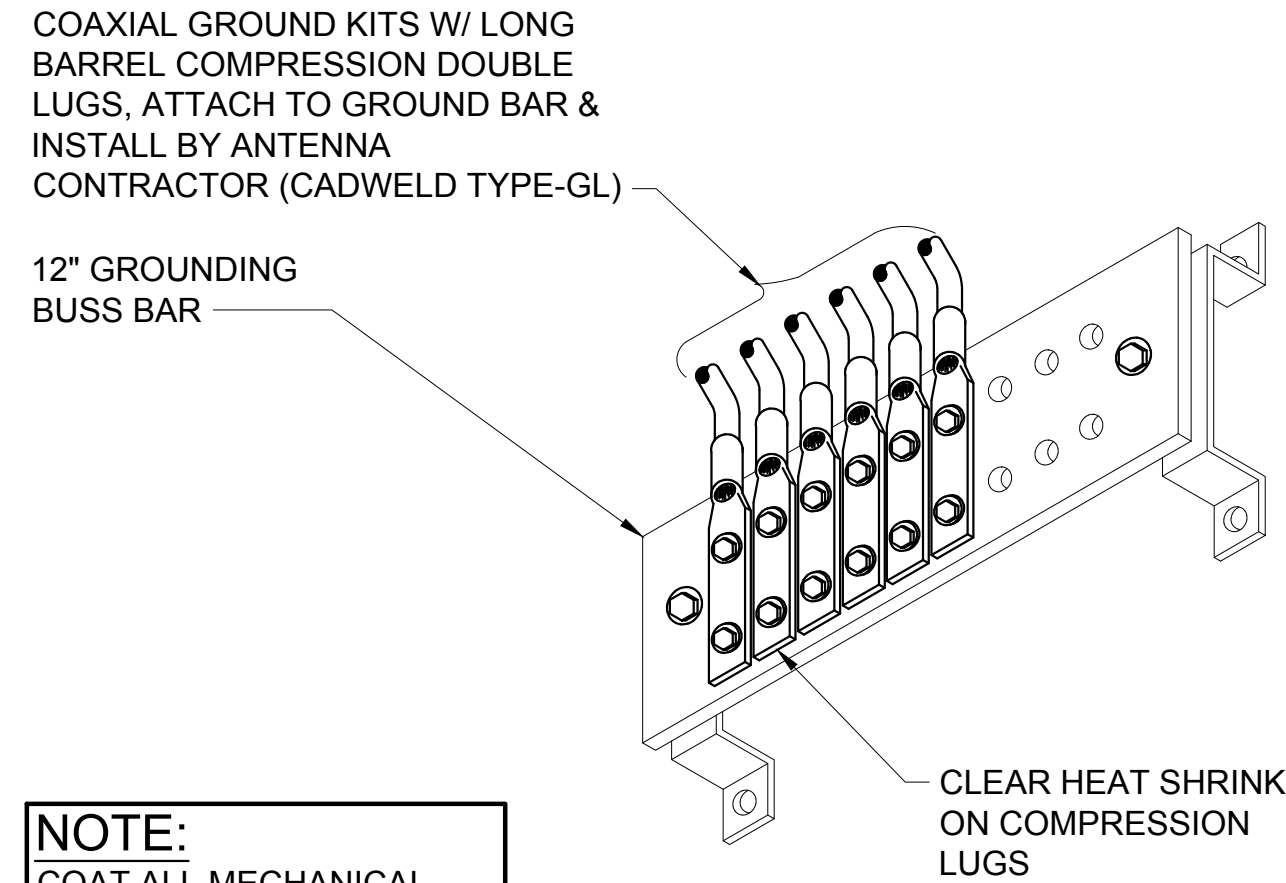
NOTE:
COAT ALL MECHANICAL CONNECTIONS W/ "NO-LUX" OR APPROVED EQUAL

PROVIDE ELECTRICAL ISOLATORS @ CONNECTION (TYP)



GENERAL NOTES

22x34 SCALE: NTS 11x17 SCALE: NTS



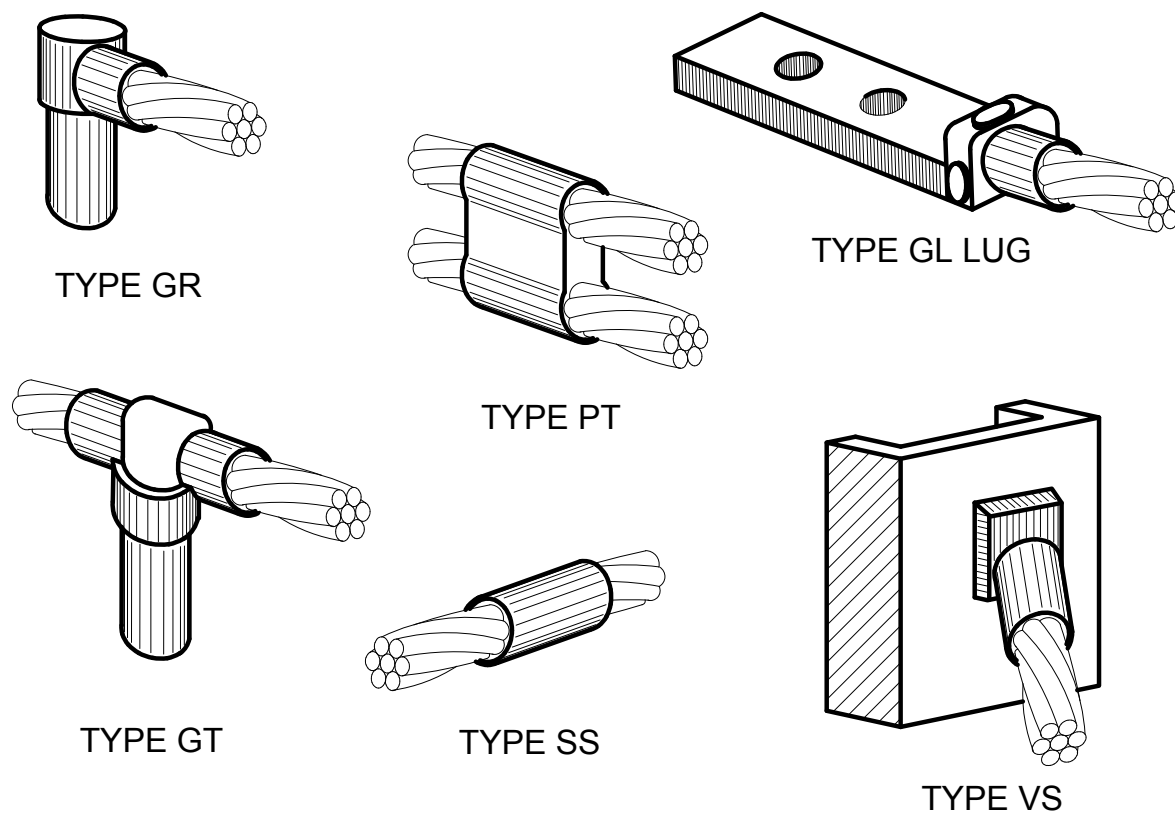
NOTE:
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GROUND BUSS BAR

22x34 SCALE: NTS 11x17 SCALE: NTS

FENCE GROUNDING

22x34 SCALE: NTS 11x17 SCALE: NTS



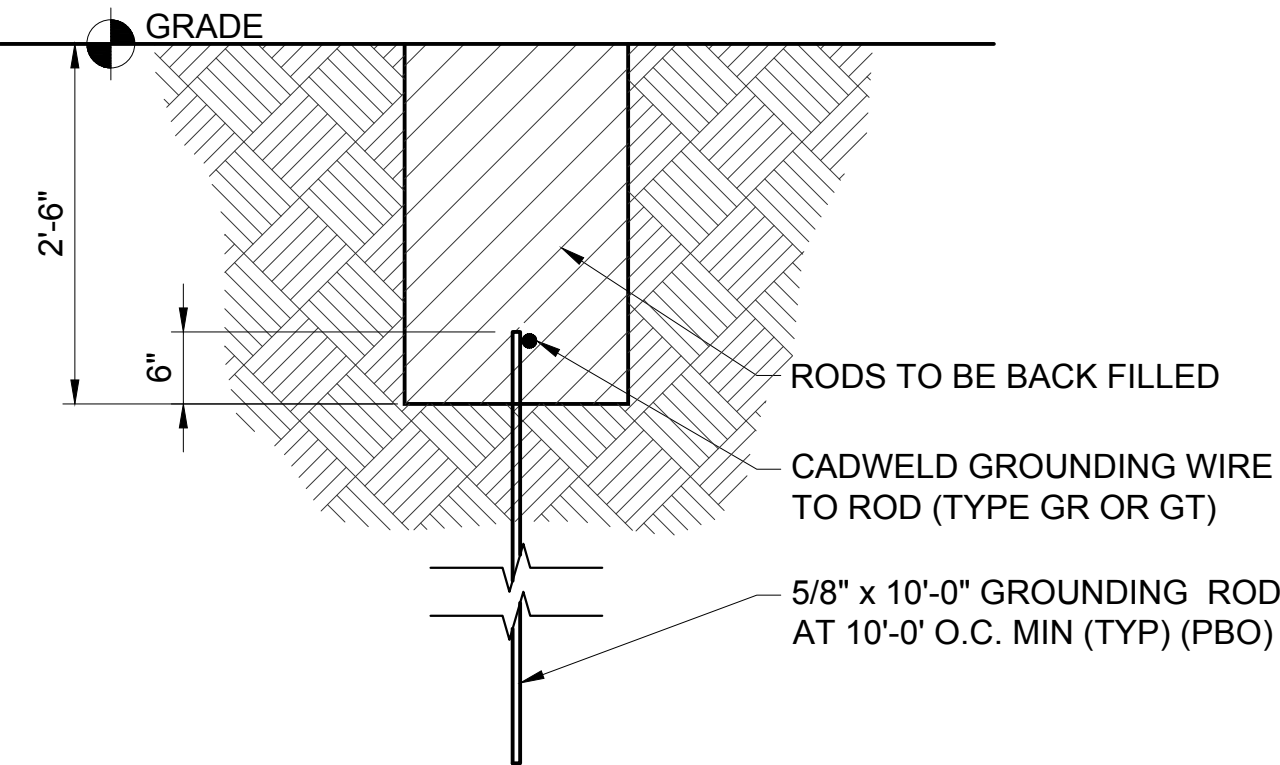
NOTE:
CADWELD "TYPES" SHOWN ABOVE ARE EXAMPLES - CONSULT WITH PROJECT MANAGER FOR SPECIFIC TYPES OF CADWELDS TO BE USED FOR THIS PROJECT.

CADWELD DETAILS

22x34 SCALE: NTS 11x17 SCALE: NTS

GROUND BAR DETAIL

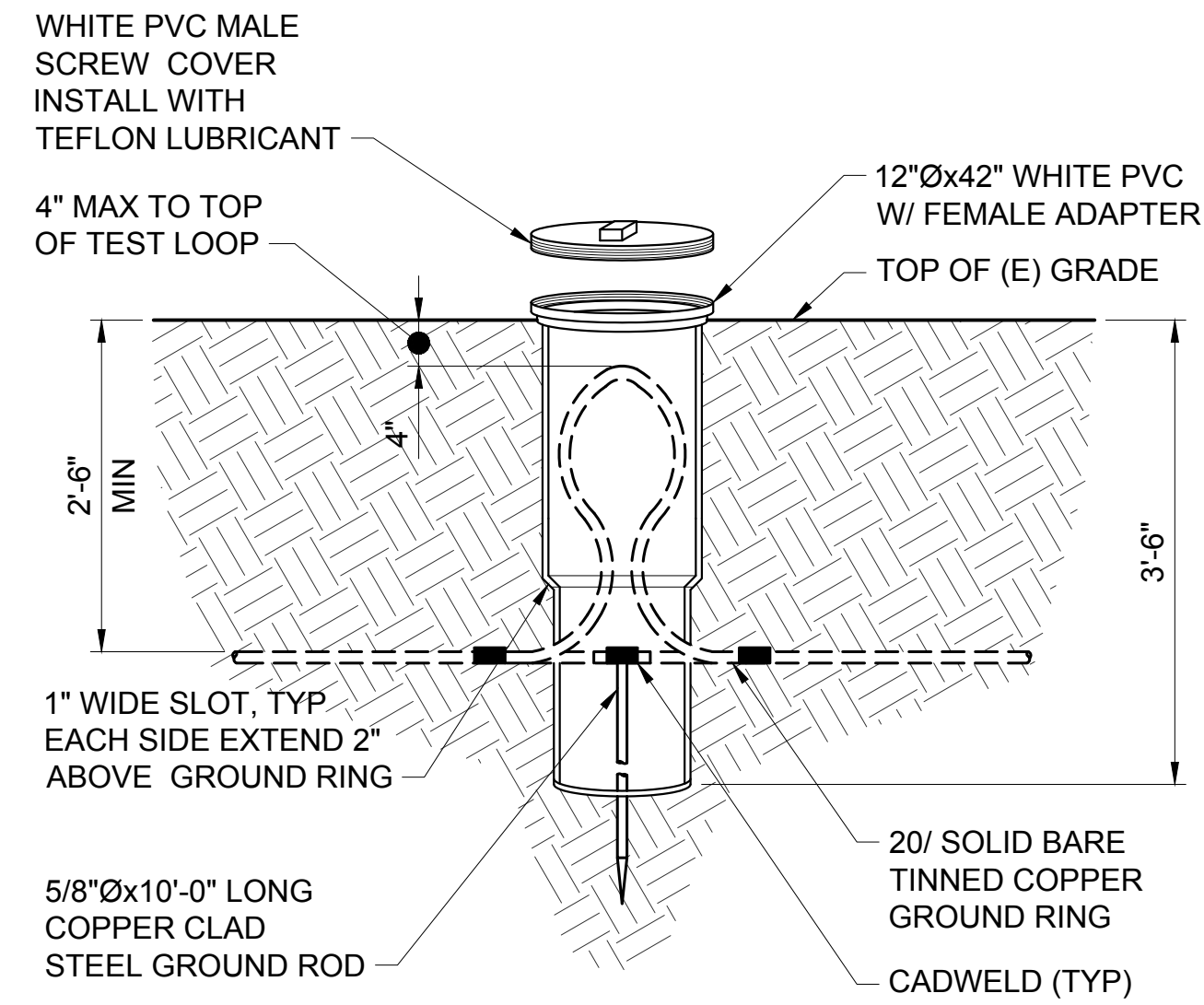
22x34 SCALE: NTS 11x17 SCALE: NTS



NOTE
ELECTRICAL CONTRACTOR SHALL ORDER INDEPENDENT LAB TEST TO DETERMINE GROUND RESISTANCE AND REPORT TO CARRIER REPRESENTATIVE. NOTIFY CARRIER IMMEDIATELY IF RESISTANCE EXCEEDS 5 OHMS. ELECT. CONTRACTOR SHALL DETERMINE FROM TEST NUMBER OF RODS REQUIRED. COVER AND WELL ON DWG. 1 IS TYPICAL OF (1) ROD. ALL OTHER RODS REQUIRED ARE TO BE BACK FILLED.

GROUND ROD

22x34 SCALE: NTS 11x17 SCALE: NTS



TEST WELL

22x34 SCALE: NTS 11x17 SCALE: NTS

HYLUG CONNECTOR INSTALLATION INSTRUCTIONS:

1. SELECT PROPER HYLUG FOR THE WIRE SIZE USED.
2. STRIP CABLE OF INSULATION TO A LENGTH EQUAL TO THE BARREL OF THE CONNECTOR.
3. INSERT CABLE FULLY INTO CONNECTOR.
4. APPLY THE PROPER NUMBER OF CRIMPS AS SHOWN BY NUMBER OF COLORED BANDS.
5. CRIMP FROM TONGUE END OF CONNECTOR TOWARD CABLES FOR TERMINALS AND CENTER SPLICE TOWARD CABLE FOR BUTT SPLICES REQUIRING MORE THAN ONE CRIMP PER END.

HYLUG TYPE YGA CONNECTOR IS PRE-FILLED WITH PENETROX COMPOUND AND STRIP SEALED.

BURNDY HYDRAULIC DIE SET #U1CRT-1/U11T.

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PLANS PREPARED BY:



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WOODINVILLE, WA 98072
PHONE: 425.487.1732
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MOSCOW, ID 83843
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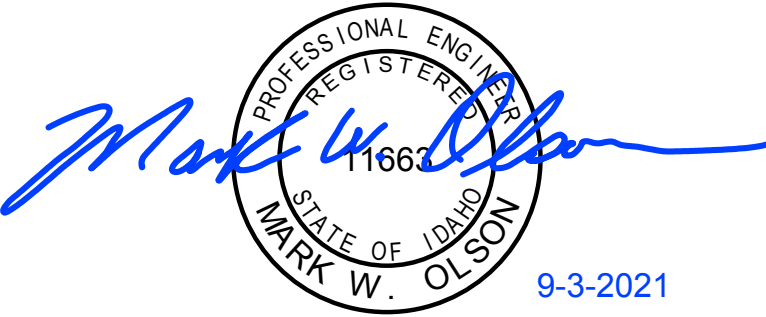
DRAWN BY: CHK.: APV.:

LJS	MWO	MWO
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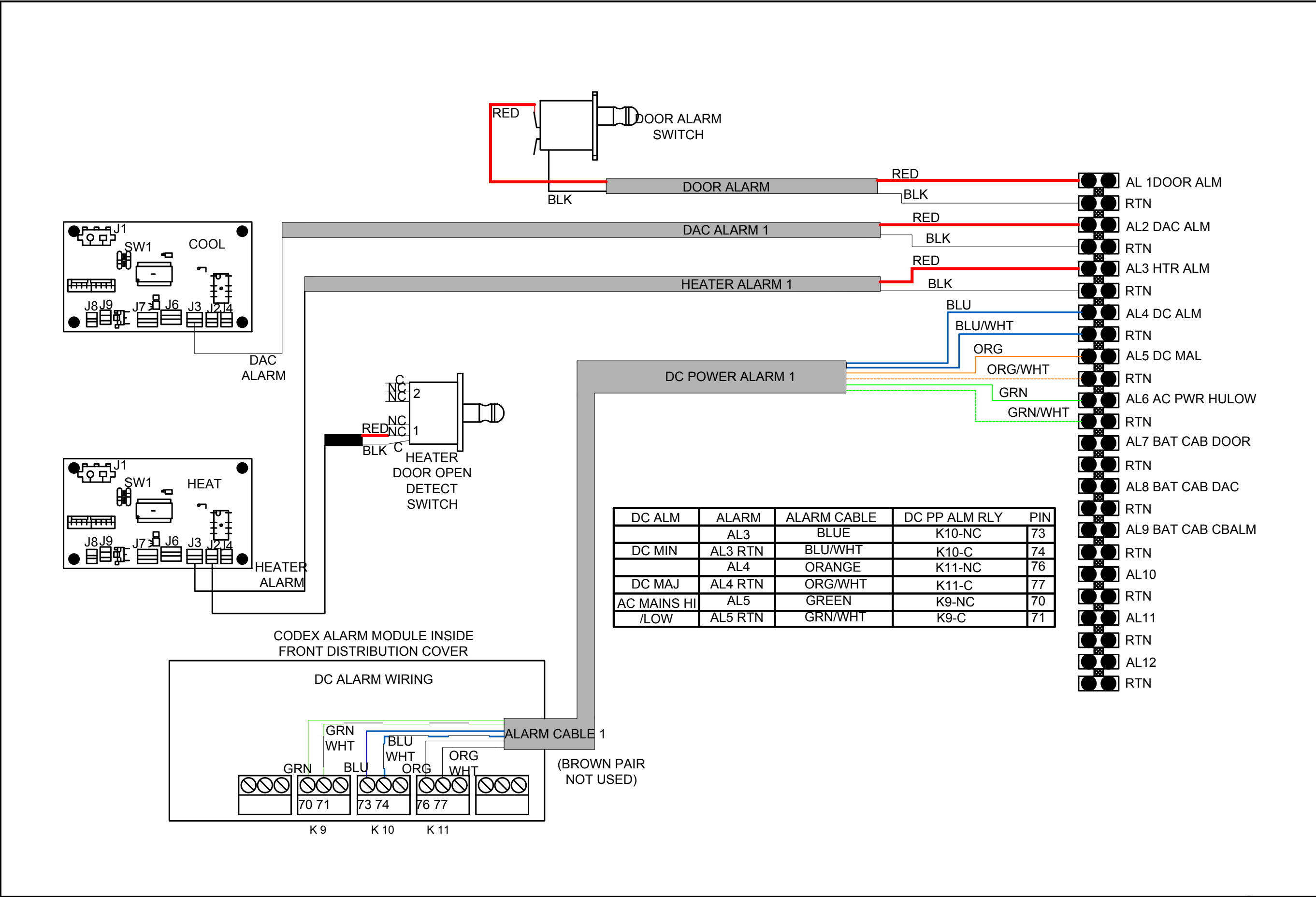
GROUNDING DETAILS & NOTES

DRAWING NUMBER:

E-2.1

12

CEI JOB NUMBER: NSB 18-06007

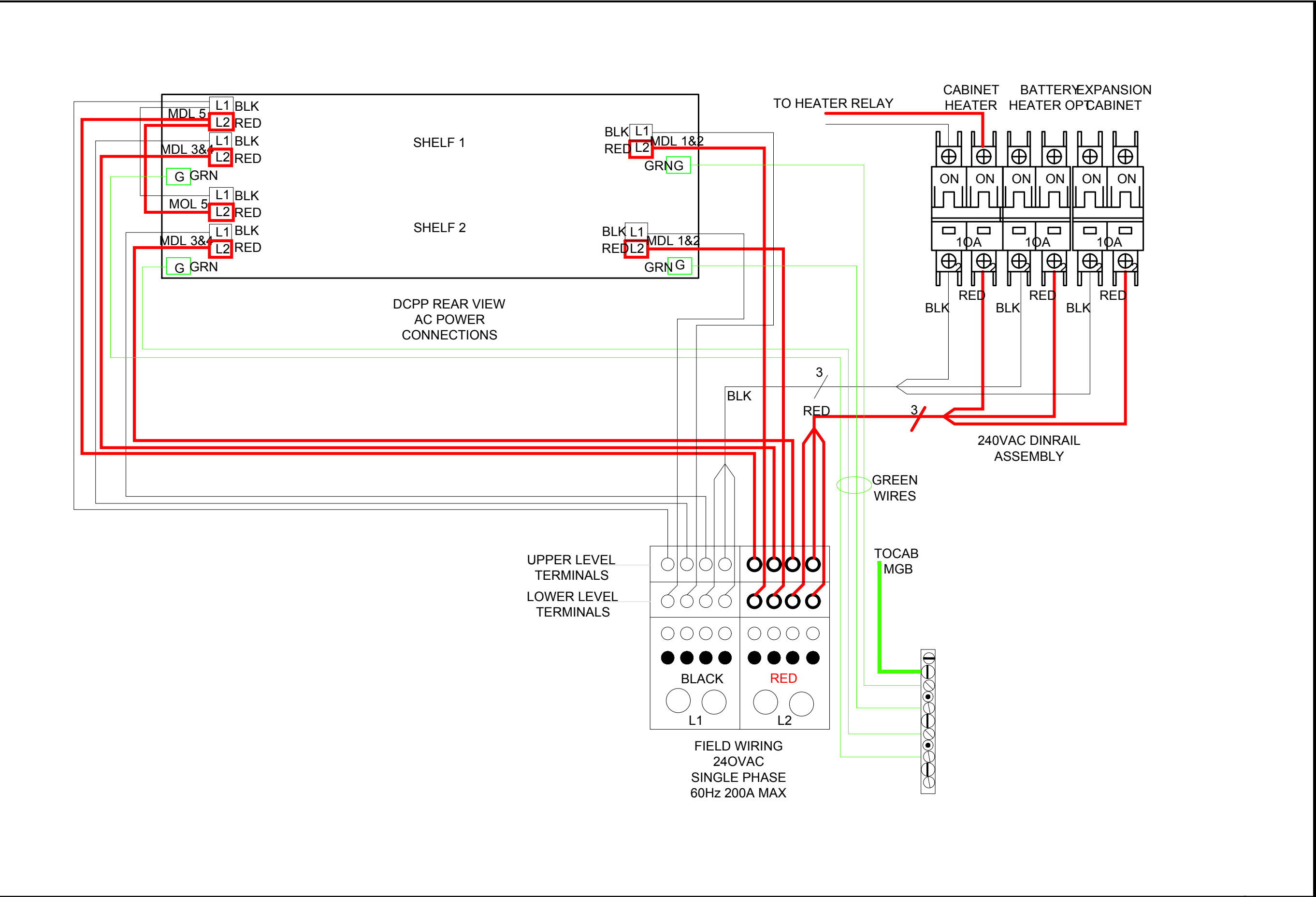


SKU# 33965 - ALARM WIRING DIAGRAM

22x34 SCALE: NTS

11x17 SCALE: NTS

4

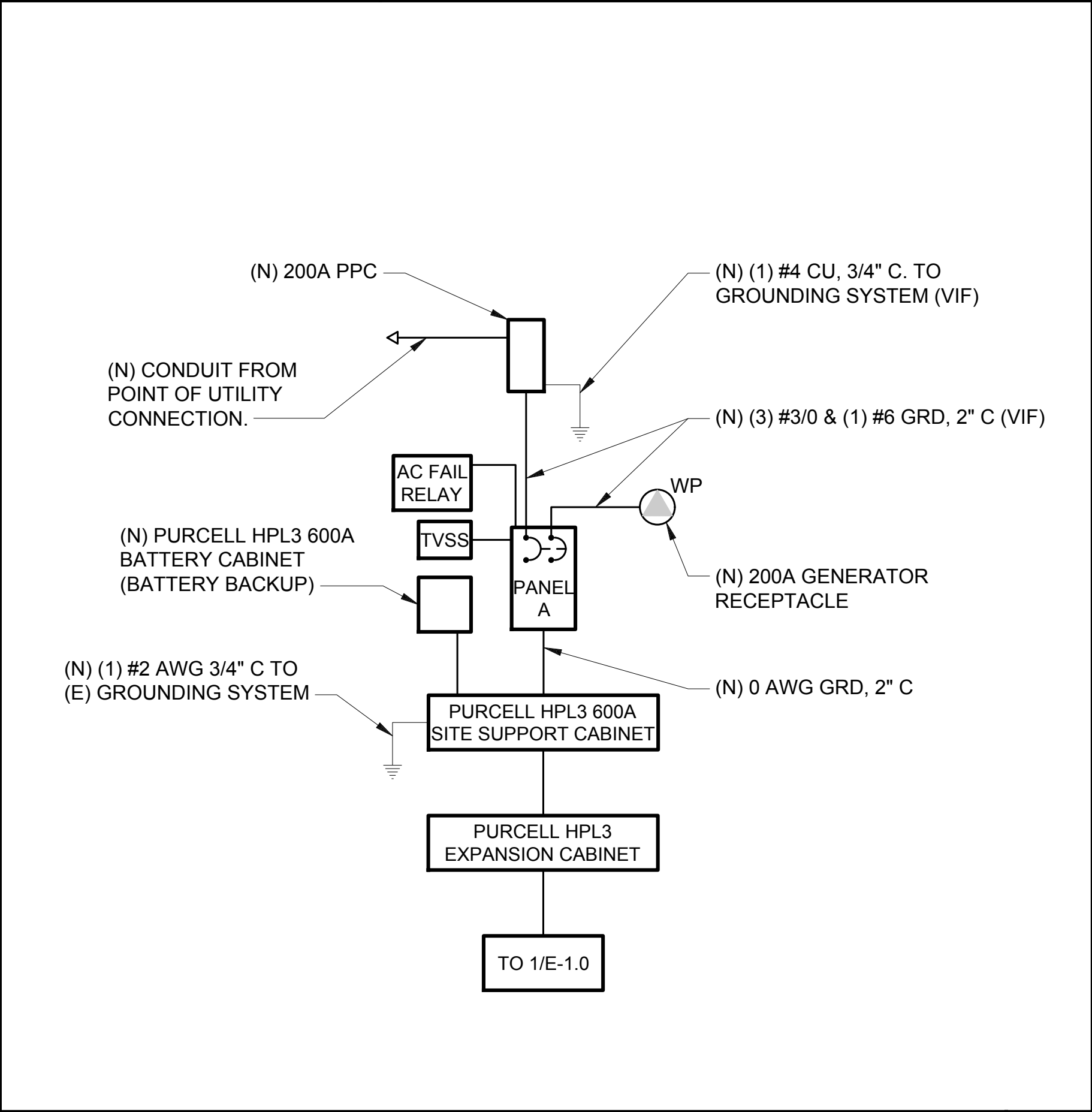


SKU# 33965 - AC POWER WIRING DIAGRAM

22x34 SCALE: NTS

11x17 SCALE: NTS

3

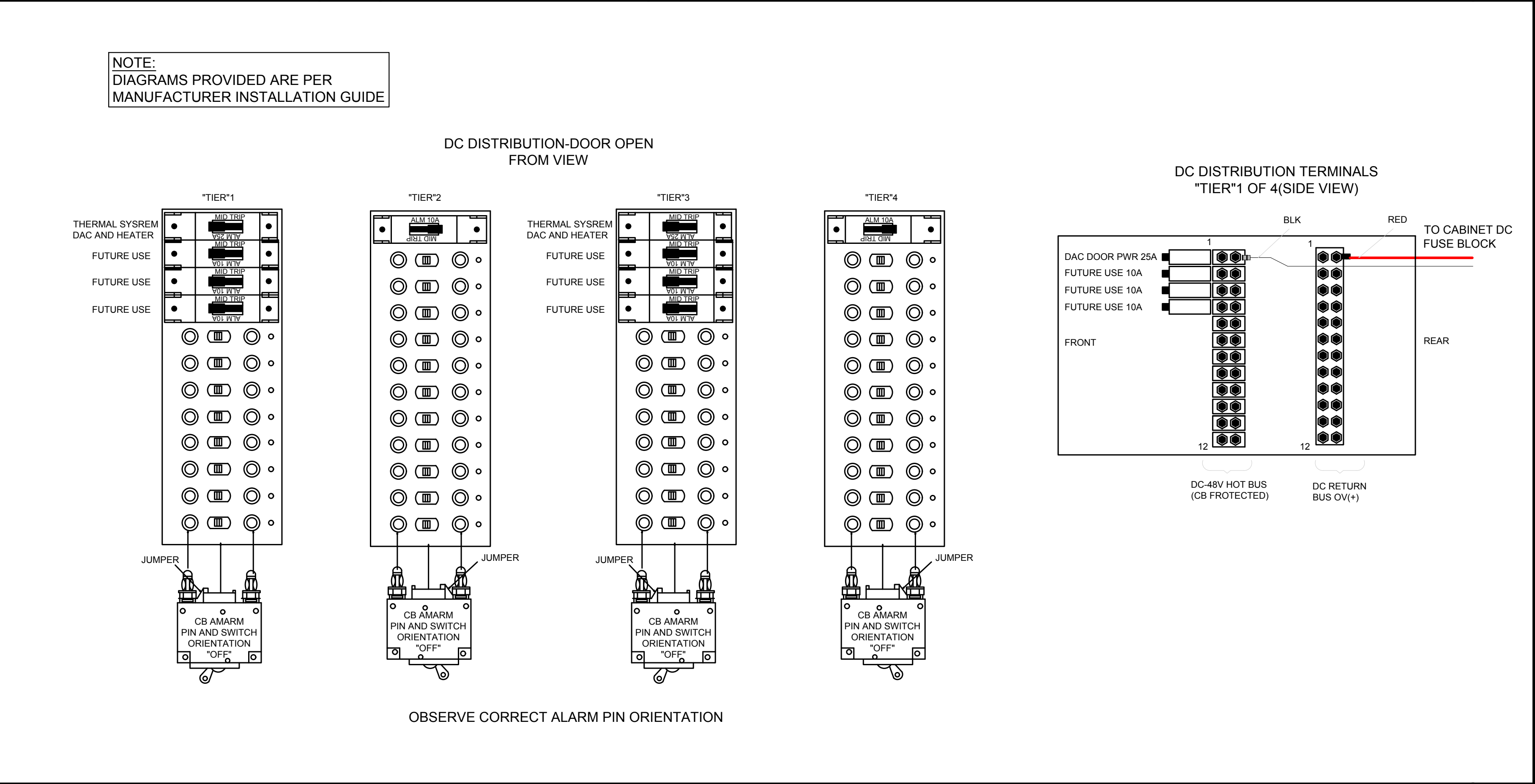


SKU# 33965 - ONE-LINE DIAGRAM

22x34 SCALE: NTS

11x17 SCALE: NTS

2



SKU# 33965 - DC POWER WIRING DIAGRAM

22x34 SCALE: NTS

11x17 SCALE: NTS

1

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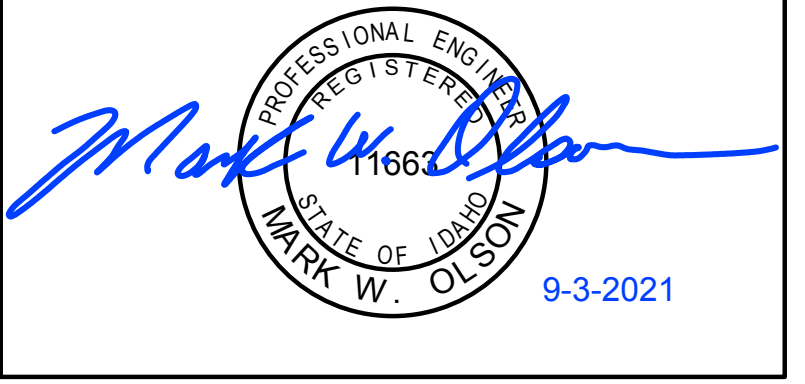
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LJS MWO MWO

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JURISDICTIONAL APPROVAL:

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ELECTRICAL DIAGRAMS

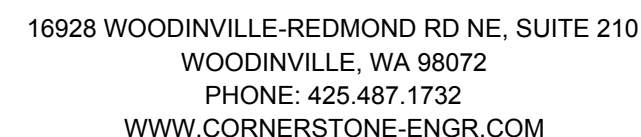
DRAWING NUMBER:

E-3

12

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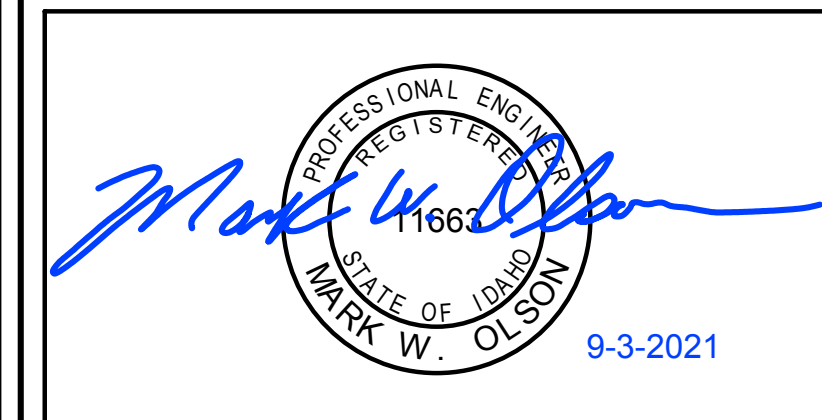
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LJS	MWO	MWO
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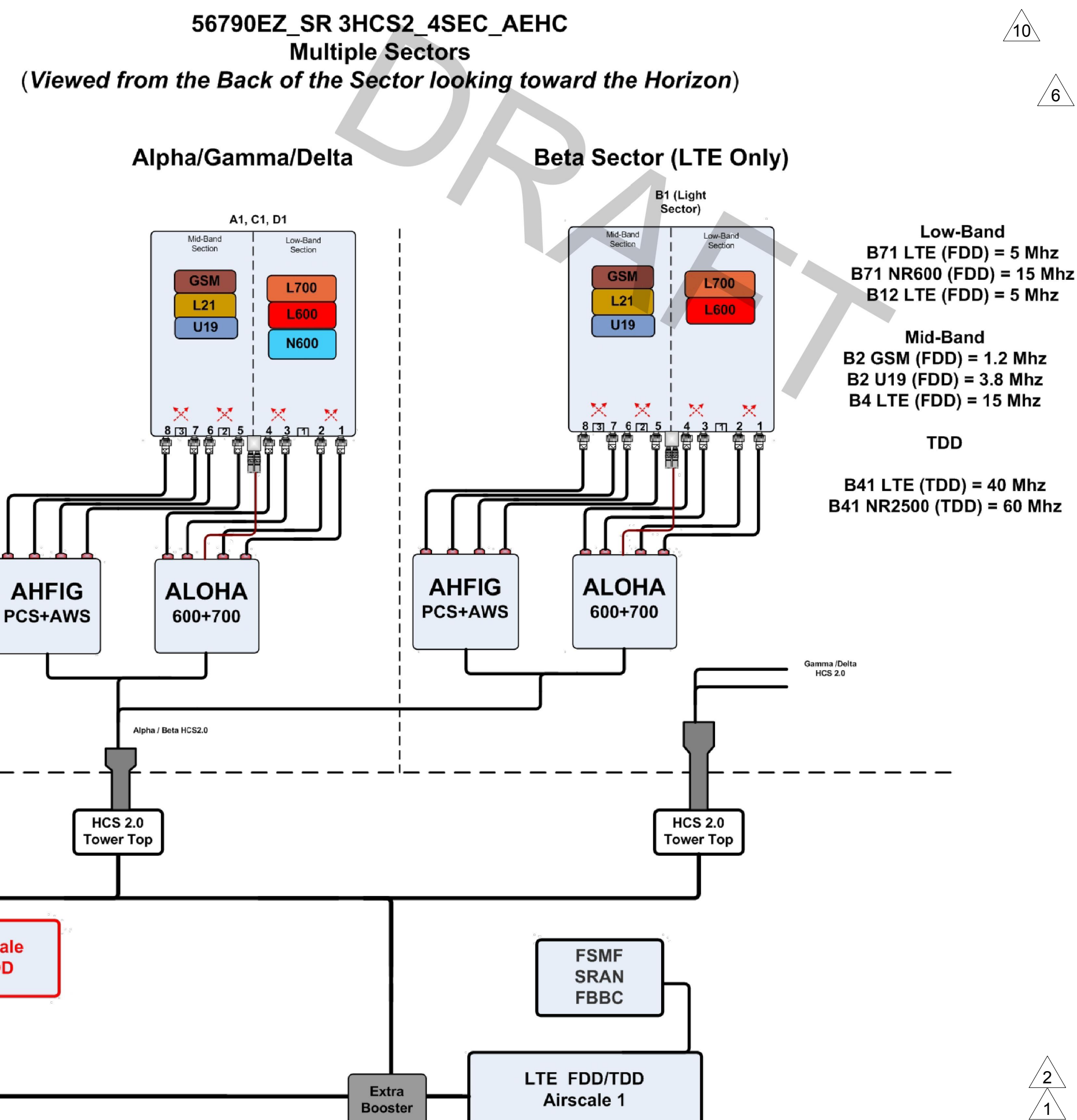
RF DETAILS

DRAWING NUMBER: _____

RF-1

12

CEI JOB NUMBER:	NSB 18-06007
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PROPOSED ALL SECTORS	
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22x34 SCALE: NTS

11x17 SCALE: NTS

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NOT USED

22x34 SCALE: NTS

11x17 SCALE: NTS

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PLANS PREPARED BY:



PROJECT INFO:

SP09135C

EAST MOSCOW WT

1026 EAST F STREET
MOSCOW, ID 83843
LATAH COUNTY

ISSUED FOR:

CONSTRUCTION

REV.: DATE: ISSUED FOR: BY:

12	09-01-21	CITY REVISIONS	DMO
11	08-10-21	ADD LANDSCAPE & IRRIGATION LINE	DMO
10	07-26-21	NEW RFDS, LANDSCAPE & FENCE / CMU WALL	DMO
9	05-25-21	REVIEW COMMENTS	LJS

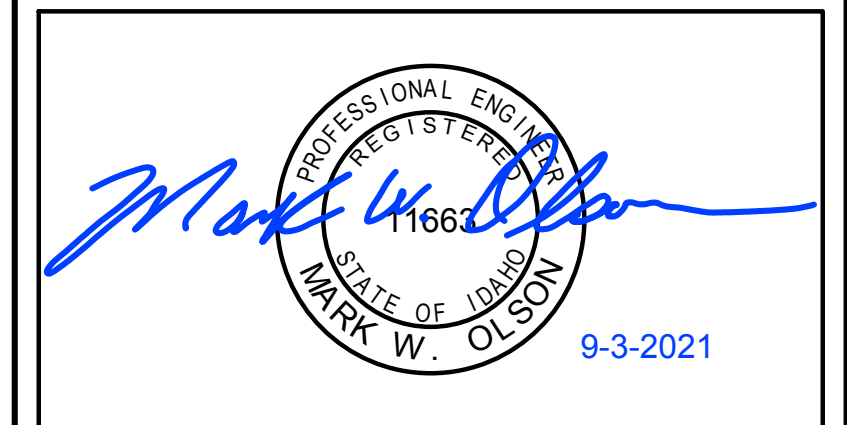
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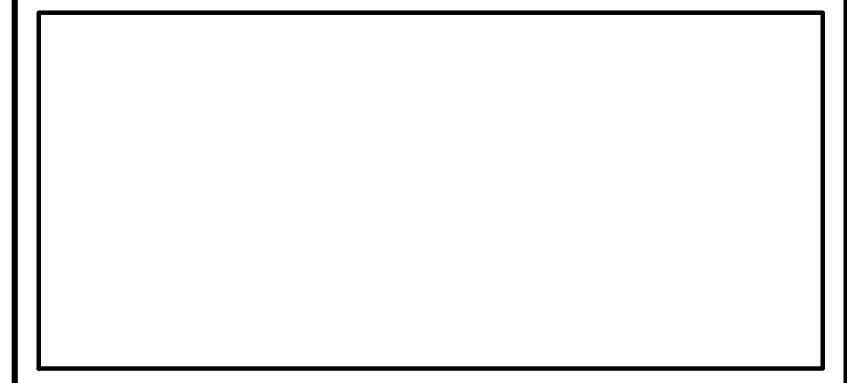
CURRENT ISSUE DATE:

09-01-21

LICENSURE:



JURISDICTIONAL APPROVAL:



PROPRIETARY INFORMATION:

DO NOT SCALE DRAWINGS. CONTRACTOR MUST VERIFY ALL DIMENSIONS AND ADVISE CONSULTANTS OF ANY ERRORS AND OMISSIONS. ALL PREVIOUS ISSUES OF THIS DRAWING ARE SUPERSEDED BY THE LATEST REVISION. THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN WHICH IS RELATED TO NAMED CLIENT IS STRICTLY PROHIBITED.

DRAWING TITLE:

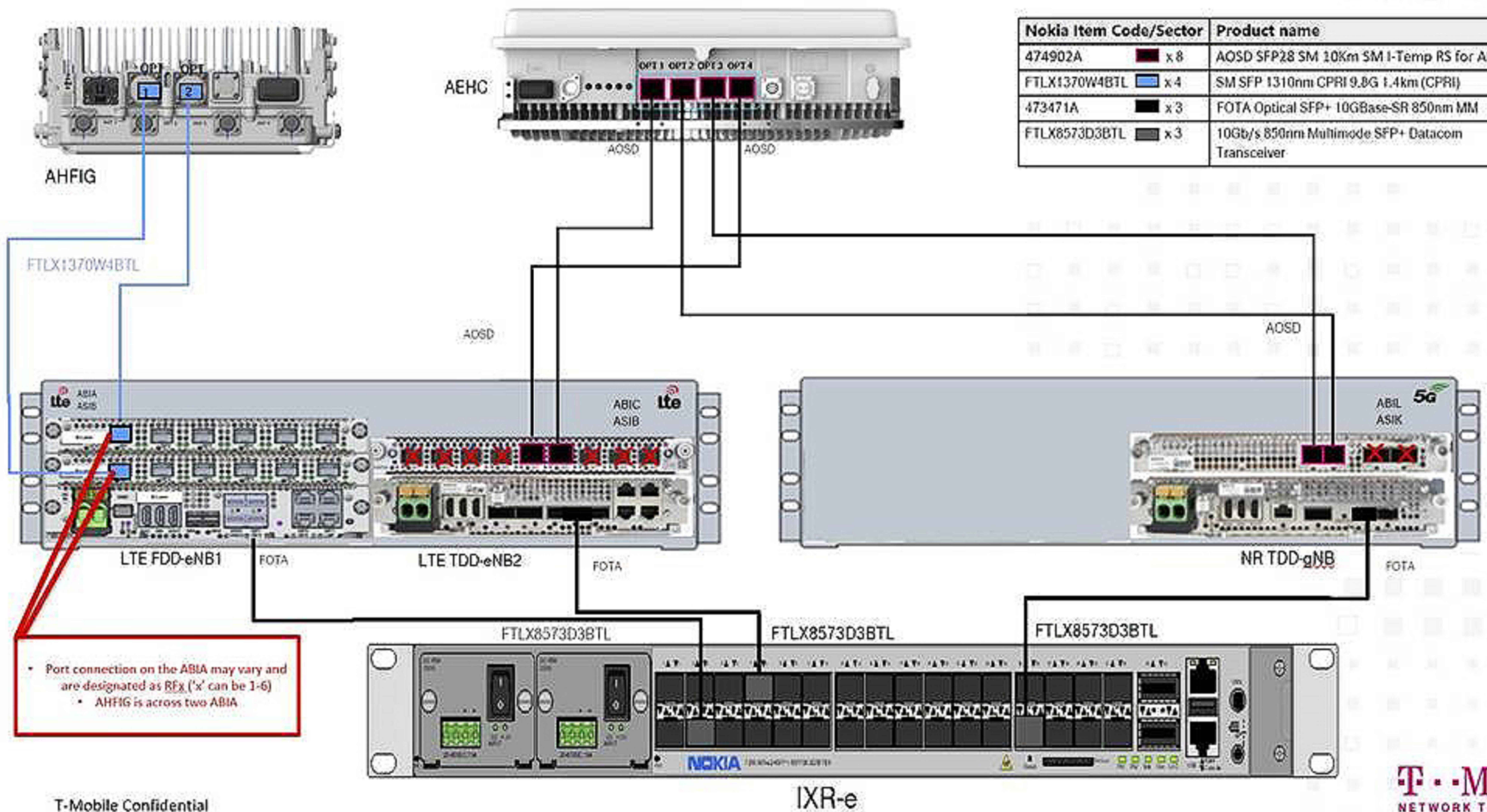
RF DETAILS

DRAWING NUMBER:

RF-1.1 12

CEI JOB NUMBER: NSB 18-06007

RADIO-BASEBAND CONNECTIVITY DIAGRAM PER SECTOR - AHFIG (LTE) + AEHC (LTE+5G)





3

3

CEI JOB NUMBER: NSB 18-06007

CITY COUNCIL STAFF REPORT

DATE: Monday, September 19, 2022



AGENDA ITEM TITLE

PUBLIC HEARING: Open Budget for Fiscal Year 2021-2022 (FY2022) Review (ACTION ITEM) - Sarah Banks / Bill Belknap

RESPONSIBLE STAFF REVIEWED BY

Sarah Banks, Finance Director This was reviewed by the Public Works/Finance Committee on August 22, 2022 and recommended for approval.

ADDITIONAL PRESENTER(S) OTHER RESOURCES

DESCRIPTION

The State of Idaho provides a process for cities to amend the original fiscal year budget appropriation ordinance in accordance with Idaho Code section 50-1003. Throughout the year, the City has received additional federal, and/or state, and/or local grant awards. The City Council has authorized expenditures, including disbursement of ARPA funds to support small businesses and non-profits and the disbursement of committed Hamilton Funds to the Rotary Veterans Memorial Pavilion, Inc., an Idaho nonprofit corporation d/b/a Palouse Ice Rink nonprofit association, for the construction of an ice rink. Staff is proposing to amend Ordinance 2021-10 in the amount of \$4,189,600 to accommodate the authorized appropriations. This was reviewed by the Public Works/Finance Committee on August 22, 2022 and recommended for approval.

STAFF RECOMMENDATION

After considering public testimony, approve the Open Budget Ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary.

PROPOSED ACTIONS

PROPOSED ACTIONS: After considering public testimony, approve the Open Budget Ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary; or consider the Ordinance on first reading and that it be read by title; or reject the Ordinance; or take such other action deemed appropriate.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Amending Annual Appropriation Ordinance FY2022 final
2. Budget Revisions FY2022 Memo

ORDINANCE NO. 2022 –

AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; AMENDING ORDINANCE NO. 2021 – 10, THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; TO APPROPRIATE MONIES IN THE SUM OF FOUR MILLION ONE HUNDRED EIGHTY-NINE THOUSAND SIX HUNDRED DOLLARS (\$4,189,600); PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

BE IT ORDAINED by the Mayor and Council of the City of Moscow, Idaho as follows:

SECTION 1: That Ordinance No. 2021 – 10, the Appropriation Ordinance for the City of Moscow, Idaho, for the fiscal year commencing October 1, 2021 and ending September 30, 2022, be and the same is hereby amended as follows:

	FY2022 ORIGINAL BUDGET	AMENDED BUDGET	FY2022 FINAL BUDGET
General Fund			
General Government	\$8,514,117	\$609,694	\$9,123,811
Public Safety	<u>\$10,111,231</u>	<u>\$7,200</u>	<u>\$10,118,431</u>
TOTAL	<u>\$18,625,348</u>	<u>\$616,894</u>	<u>\$19,242,242</u>
STREET FUND	<u>\$3,453,593</u>	<u>\$1,344,200</u>	<u>\$4,797,793</u>
TRANSIT CENTER FUND	<u>\$30,946</u>	<u>\$0</u>	<u>\$30,946</u>
Recreation & Culture			
Recreation & Culture Fund	\$3,483,123	\$6,500	\$3,489,623
MSDCP	157,331		157,331
1912 Center Fund	156,700		156,700
Hamilton Trust Fund	<u>318,443</u>	<u>\$1,000,000</u>	<u>1,318,443</u>
Total	<u>\$4,115,597</u>	<u>\$1,006,500</u>	<u>\$5,122,097</u>
Water Fund	<u>\$7,198,234</u>	<u>\$0</u>	<u>\$7,198,234</u>
Sewer Fund	<u>\$8,887,421</u>	<u>\$0</u>	<u>\$8,887,421</u>
Stormwater Fund	<u>\$1,251,924</u>	<u>\$0</u>	<u>\$1,251,924</u>
Sanitation Fund	<u>\$6,434,992</u>	<u>\$0</u>	<u>\$6,434,992</u>
Fleet Management Fund	<u>\$4,283,466</u>	<u>\$0</u>	<u>\$4,283,466</u>

Information Systems Fund	<u>\$3,936,689</u>	<u>\$0</u>	<u>\$3,936,689</u>
Capital Projects Funds			
Water Capital Projects Fund	\$11,703,861		\$11,703,861
Sewer Capital Projects Fund	16,339,858		16,339,858
Stormwater Capital Projects Fund	74,400		74,400
Sanitation Capital Projects Fund	7,237,293		7,237,293
Capital Projects Fund	7,733,551	\$1,222,006	8,955,557
LID Construction Fund	<u>28,840</u>		<u>28,840</u>
Total Capital Construction Funds	<u>\$43,117,803</u>	<u>\$1,222,006</u>	<u>\$44,339,809</u>
Debt Service Fund			
General Obligation Debt Fund	\$1,048,000		\$1,048,000
Special Assessments Fund	<u>\$31,343</u>		<u>\$31,343</u>
Total Debt Service Funds	<u>\$1,079,343</u>	<u>\$0</u>	<u>\$1,079,343</u>
GRAND TOTAL	<u>\$102,415,356</u>	<u>\$4,189,600</u>	<u>\$106,604,956</u>

SECTION 2: SEVERABILITY. Provisions of this Ordinance shall be deemed severable and the invalidity of any provision of this Ordinance shall not affect the validity of remaining provisions.

SECTION 3: EFFECTIVE DATE: This Ordinance shall be in full force and effect from and after its passage, approval and publication according to law.

PASSED on Motion by the Following Vote:

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

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

Arthur D. Bettge, Mayor

CERTIFICATION and ATTESTATION. I hereby certify that the above is a true copy of an Ordinance passed at a regular meeting of the City Council, City of Moscow, held on the ____ day of _____, 2022.

Laurie M. Hopkins, City Clerk

BUDGET REVISIONS DETAIL 2022

Explanation

This year there are eleven changes totaling \$4,189,600 recommended for the FY2022 open budget process. These recommended changes are in anticipation of the public hearing scheduled for September 6, 2022.

General Fund

Revenue

General Fund Beginning Fund Balance (1)	\$609,694
General Fund Contributions and Donations (2,3,4)	<u>\$7,200</u>
Total unanticipated and unallocated revenues	<u>\$616,894</u>

Total Proposed General Fund Use of Funds:

General Fund:

Economic Development (1)	\$609,694
Fire Prevention Programs (2,3)	\$4,200
Reimbursable Grant Supplies (4)	<u>\$3,000</u>
Total General Fund Proposed Uses	<u>\$616,894</u>

In FY2021, the City received ARPA funding to help mitigate the negative economic impacts of COVID – 19. In FY2022, Council directed staff to utilize \$609,694 of ARPA funding to support small businesses and non – profits. This revenue came from General Fund Beginning Fund Balance (101-000-900-00) and was expensed out of Non-Departmental Economic Development (101-140-670-25).

In FY2021, the Fire Department was awarded \$1,700 to purchase fire prevention materials targeted at elementary age children and their families. The materials were distributed during the Lee Newbill Kids Safety Fair, City of Moscow's Summer Camp, and National Night Out in conjunction with demonstrations in the fire safety trailer. Over 500 parents and kids participated receiving various materials to include sunglasses with fire safety messages, refrigerator magnets with home evacuation steps, and other kit materials with various fire prevention and home escape techniques. The revenue was receipted into General Fund Contributions and Donations (101-000-476-01) and was expensed in FY2022 from Fire Prevention Programs (101-090-632-48).

In FY2022, the Fire Department was awarded \$2,500 to purchase twenty-eight 6 feet long "LIFETIME" brand folding tables to be utilized in the training facility used for various classes such as the fire fighter academy and continuing education for firefighters and command staff. The revenue was receipted into General Fund Contributions and Donations (101-000-476-01) and was expensed from Fire Prevention Programs (101-090-632-48).

In FY2021, The Moscow Police Department received a Shop with a Cop grant through the Walmart Foundation. Shop with a Cop is an annual event held at the Moscow Walmart. Moscow Police Officers along with other local public safety personnel are paired with children from throughout Latah County to purchase holiday gifts for their families. Each child is provided breakfast and then shop with a gift card valued at approximately \$75. Walmart staff assist the children in wrapping their gifts to take home. This revenue was receipted into General Fund Contributions and Donations (101-000-476-01) and was expensed in FY2022 from Police Operations Reimbursable Grant Supplies (101-072-632-04).

Streets**Revenue**

Streets Beginning Fund Balance (1)	\$694,244
Streets Highway Road & Bridge Tax (2,3)	\$649,956
Total unanticipated and unallocated revenues	<u>\$1,344,200</u>

Total Proposed Streets Fund Use of Funds:**Streets:**

Streets Ending Fund Balance (1,2,3)	\$1,344,200
Total Streets Fund Proposed Uses	<u>\$1,344,200</u>

In FY2021, the Street Fund, due to COVID holdbacks, ended the year with an unanticipated and unappropriated fund balance of \$694,244. In FY2022, this revenue came from Streets Beginning Fund Balance (105-000-900-00) and will move to Streets Ending Fund Balance (105-150-990-01). These funds were appropriated in FY2023 for transfer to Streets Capital Projects Fund for future capital expenses.

In FY2022, the Legislature allocated one-time surplus funds (Leading Idaho - HB772) to state and local transportation agencies in the amount of \$80 million. These funds are to be used towards transportation maintenance projects. The City of Moscow received revenue of \$484,850, which was receipted into Streets Highway Road & Bridge Tax fund (105-000-415-40) and will be moved to Streets Ending Fund Balance (105-150-990-01) for transfer to Streets Capital Fund at year-end for future capital expenses.

In FY2022, new funding was created by HB362, which allocates 4.5% of the state's sales tax to transportation. The City of Moscow received revenue of \$165,106, which was receipted into Streets Highway Road & Bridge Tax fund (105-000-415-40) and will be moved to Streets Ending Fund Balance (105-150-990-01) for transfer to Streets Capital Projects Fund at year-end for future capital expenses.

Recreation & Culture - Parks**Revenue**

Rec & Culture State Grant Revenue (1)	\$6,500
Total unanticipated and unallocated revenues	<u>\$6,500</u>

Total Proposed Recreation & Culture - Parks Fund Use of Funds:**Recreation & Culture - Arts Fund:**

R & M - Grounds (1)	\$6,500
Total Recreation & Culture - Parks Fund Proposed Uses	<u>\$6,500</u>

In FY2022, Recreation & Culture - Parks received an Idaho Physical Activity Program (IPAN) Grant. This program, through the Idaho Department of Health and Welfare, provides funds to the city to support age-friendly improvements in multiple Moscow city parks. Improvements serve a multi-generational function and audience. Funding assists in the purchase of materials and equipment. This grant revenue was receipted into Rec & Culture - State Grant Revenue (120-000-434-02) and was expensed from Rec & Culture Parks - R & M Grounds (120-165-658-20).

Capital Projects Fund**Revenues**

Capital Projects Gain/Loss On Sale Of Assets (1)	\$972,006
State Federal Grant Revenue (2)	<u>\$250,000</u>
Total Capital Projects Fund Resources	<u>\$1,222,006</u>

Capital Projects Proposed Use of Funds:

Capital Projects - Ending Fund Balance (1)	\$972,006
Sidewalk Program (2)	<u>\$250,000</u>
Total Capital Projects Fund Uses	<u>\$1,222,006</u>

In FY2022, the City sold the old Police Station and \$972,006 was receipted into Capital Projects Gain/Loss On Sale Of Assets (350-000-478-10) and will be moved to Capital Projects Ending Fund Balance (350-130-990-00). These funds were appropriated in FY2023 Capital Projects Beginning Fund Balance to be utilized for future Capital Project needs.

In FY2022, the City received an FY2021 Children Pedestrian Safety Grant for the Mountain View Corridor project. This project will provide increased safety and reduce vehicular congestion near the Moscow Middle School at the intersections of "D" Street and Mountain View Road and "B" Street and Cleveland Street. This grant was receipted into Capital Projects State & Federal Grant Revenue (350-000-431-00) and was expensed from Capital Projects Sidewalk Program (350-150-770-73).

Hamilton Trust Fund**Revenues**

Hamilton Trust Fund Beginning Fund Balance (1)	<u>\$1,000,000</u>
Total Hamilton Trust Fund Resources	<u>\$1,000,000</u>

Hamilton Trust Fund Proposed Use of Funds:

Hamilton Trust Fund Professional Services (1)	\$1,000,000
Total Hamilton Trust Fund Uses	<u>\$1,000,000</u>

By adoption of Resolution 2017-13, and its successors, Resolution 2019-16, Resolution 2021-02, and Resolution 2022-06 the Moscow City Council approved a commitment of \$1 million dollars of Hamilton Funds to the Rotary Veterans Memorial Pavilion, Inc., an Idaho nonprofit corporation d/b/a Palouse Ice Rink nonprofit association, for construction of an ice rink facility that will provide recreational opportunities to the youth of Moscow by offering access to programs and activities offered by the ice rink. In FY22, the Palouse Ice Rink met the requirements specified within the Amended Memorandum of Understanding dated March 25, 2022 (MOU), and the City is now ready to disburse the City's contribution toward the project in accordance with the MOU. This revenue will come from Hamilton Trust Fund Beginning Fund Balance (380-000-900-01) and the funds will be expensed from Hamilton Trust Fund Professional Services (380-188-642-10).

CITY COUNCIL STAFF REPORT

DATE: Monday, September 19, 2022



AGENDA ITEM TITLE

Proposed Day Care Code Amendments Second Reading (ACTION ITEM) - Bill Belknap

RESPONSIBLE STAFF

Anthony Dahlinger

REVIEWED BY

City Council on July 19, 2022 with changes.
Administrative Committee on July 11, 2022 with no recommendation.
Legal Department.

ADDITIONAL PRESENTER(S)

Katie Short, Mia Bautista,
City Attorney

OTHER RESOURCES

DESCRIPTION

In 2019, the City was approached by several daycare providers who expressed concerns regarding the availability of daycare services within the City and requested that the City review the City's daycare regulations to assess if any modifications could be made to increase daycare capacity and access. The City began the review in late 2019 and into 2020 but the onset of the pandemic delayed progress. City Staff have now completed the review and are proposing several amendments to the City's daycare regulations for the Council's consideration. The amendments include revisions to definitions and terms to be more consistent with State Code; revisions to the criminal disqualifying offenses provisions to remove several minor offenses from disqualifying persons from obtaining a daycare provider license; amendments to the child-provider ratio to increase daycare capacity (the City's ratios remain more restrictive than the State of Idaho's); and revision to the religious vaccination exemption to match State standards. Staff from the Police, Community Development, and Legal Departments participated in this process. Two public input sessions were held to accept comments regarding the proposed changes from daycare providers, parents, and the public. This was reviewed by the Administrative Committee on July 11, 2022, and forwarded to the full Council with no recommendation. The proposed ordinance was reviewed by the City Council on July 19, 2022, at which time the Council expressed concerns related to the minimum age for a daycare provider, the expanded family daycare size, and the proposed infant point allocation. Staff has revised the draft ordinance to address those specific items and conducted additional meetings with Idaho Stars program staff to ensure that the proposed changes were acceptable to all parties. The ordinance is now before the Council for consideration on second reading.

STAFF RECOMMENDATION

Approve the Ordinance on second reading and under suspension of the rules requiring a third complete and separate reading, and that it be read by title and published by summary.

PROPOSED ACTIONS

PROPOSED ACTIONS: Approve the Ordinance on second reading and under suspension of the rules requiring a third complete and separate reading, and that it be read by title and published by summary; or consider the Ordinance on second reading and that it be read by title; or reject the Ordinance; or take other action deemed appropriate.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. Compiled notes, articles regarding meeting pdf
2. City Council minutes 2022-07-18
3. Ordinance 2022-08 Amending Title 9 Chapter 10 _Day Care _DRAFT __2nd Reading

Public meeting regarding daycare regulations December 4, 2019

General concerns:

- Specific concern about background check for a provider who was involved in a domestic violence case where she was allegedly defending herself but was arrested, she was fighting it in court but for provider licensing purposes she was denied.
- Everyone agreed MIP, MIC and other similar disqualifications regarding alcohol should not be disqualifiers in the code.
- One parent felt the owners of daycares need a degree in early childhood or similar. Four hours is not enough for the owner.

Ratio Concerns:

- Suggested changing total points from 10 to 12, no consensus.
- Spoke about changing 0-2 to 0-12month or 0-18 month but didn't speak long about it.

Discussed concerns:

- No openings, every facility has a long waitlist
- Low income friendly
- Safety - having fire drills more frequently, active shooter and lock down drills hosted by an officer
- Burnout of staff – too many children per staff
- Cost of licensing – background fee, fingerprint fee, facility fee
- Low income incentives
- Increasing training to 20 per year with first four hours within first month
- What if we made the Idaho Stars program certification mandatory

January 27, 2020 Daycare Task Force Minutes

In Attendance:

Angel Olson - Moscow Day School

Kayla Stookey - Grandma Bea's

Kathy Burton – St. Mary's School

Jonie Parsons – New Day Learning Center

Layna Franklin – Gritman Child Care Center

Ceci McClurg – New Discoveries Play School

Genevieve Brown – Miss Genny's Wondertown

Meeting started at 5:30 p.m.

Kayla began the meeting stating that she is the one who started this conversation after (the original) Grandma Beas and Small Steps closed in 2013 leaving many families in need of childcare but not enough.

facilities to accommodate the influx of children.

All of the facilities stated they do not want to max out their teachers but weren't sure how to handle to the growing number of people on waitlists.

The group agreed that the hardest families to accommodate are the ones that have multiple children and who are typically on ICEP.

Everyone agreed one of the biggest struggles is finding employees who are responsible and reliable.

There is a lot of turnover among daycare providers and the \$92 licensing fee is a steep price to pay for providers that don't even show up to the first day of work.

The group agreed that the biggest demand for care is in the baby/infant/ toddler age range.

There are a lot of facilities in the area that only serve part time/ or pre-school age kids.

Angel expressed concern that if they upped the ratios that would mean more kids, which could lead to more stress put on staff which could in turn exasperate the turnover of employees

Jonie said her facility is maxed out as it is and even if the ratio standard changes she does not plan on increasing the number of students at her daycare.

The opening of a new facility called Happy Horizons was brought up. They are expected to be a large facility but their exact open date is unclear at this time (possibly as early as Monday Feb 3, 2020).

Kayla asked if there was happy medium between where the ratio is now (the 10-point standard) and the State's standard. She adamantly stated she did not want to just accept the State's standard, but wants to be able to help families on the waitlists, if only just a little.

Gen suggested a 12-point standard where babies up to 18 months were considered 2 points

The group agreed 12 months and under (or not walking yet) are considered infants. And there are a lot of developmental changes between 12 months old and 18 months old and they require different things (nap times/ feeding times/ability to take verbal direction).

Kayla asked how everyone gets the current allowed 3 babies out of a facility in an emergency, and how/ or if their procedures would change with 4 babies?

Kayla said in her facility they have a crib on wheels that they can put all the babies in and push out of the facility.

Gen stated that she has two strollers by her front door but a crib on wheels would not work for her facility.

Layna said that they have a three-child stroller that they can push out of their facility

Kayla said that "one shoe does not fit all" and that the responsibility should be on the facility to know what they can and cannot do safely.

The group also said that a change in the ratios is not a mandate and if a facility does not feel comfortable increasing the number of kids then they don't have to.

The group discussed the NIAC standard which is 4-to-1 but no more than 8 in a room.

Jonie said that she has worked in facilities in Lewiston where the standard was 4 to 1 and she never felt overwhelmed

The group suggested a 12-point standard where:

0 to 12 months – 3 points

13 months to 2 yrs old - 2 points

3 yrs old to 5- yrs old - 1 point

5 yrs old and up – .5 point

Essentially giving each facility the ability to add one more child in each age group and still keep the same number of staff. With the possibility of a 4-to-1 ratio in the infant room

The group expressed their desire to increase the amount of required training in a year and wanted to hear more about the possibility of a car seat installation courses or security trainings.

Angel suggested requiring 6 hours of training every 6 months for a total of 12 hours a year minimum.

Kayla said she and her staff are running out of trainings to do on IdahoSTARS.

Meeting concluded at 6:30 and the group agreed they would like to meet again for the second meeting to continue discussing training requirements

February 3, 2020 Daycare Task Force Minutes

In Attendance:

Kayla Stookey - Grandma Bea's

Jonie Parsons – New Day Learning Center

Ceci McClurg – New Discoveries Play School

Genevieve Brown – Miss Genny's Wondertown

The meeting was called to a start at 5:45pm

Dan Ellinwood began the meeting by describing the types of trainings he would like to offer.

He said ideally he would like to hold one four hour session in the spring and possibly another one in the fall if the first course shows there is interest.

Dan said that he would like the courses to specifically focus on General fire prevention, hands on fire extinguisher training and lock down procedures.

He said that he has spoken with the school resource officers about offering a similar training regarding active shooters and Stop the Bleed.

Kayla and Jonie said they would like to have some sort of notification system in place where they can be informed about safety concerns happening in the city the same way that parents are notified when there is a concern in the schools.

Some other training ideas the task force requested are

- How do you tell if a parent is under the influence at drop off/pick up times
- How to handle parents and CPS
- How to handle separated parents who are have disputes about custody
- Stranger Danger training that they can then teach the kids in their facility
- Self defense courses so they can be better prepared if someone tried to abduct a child while in the daycare facility's care

Kayla said she would like the same trainings to be offered to ALL employees so they can offer a more consistent quality of care across facilities/ employees even within the same facility

The overall goal is to make the daycares a safer place

Dan recommended that each of the facilities look at the Parks and Rec website and keep an eye on the courses they offer because he thinks they could really benefit from some of them.

Kayla asked if kids (age 9+) could possibly attend the trainings Dan is working on offering?

Jonie asked what the minimum age a person can be to apply for a providers license, there is nothing in the city code that states a minimum age and she would like to get her daughter a providers license when she turns 14 so that she can help in the facility. And even if they can't provide unsupervised care, can they count in the ratio?

Katie said she would look into State Code to determine if a minimum age is stated there.

Kayla said that Health and Welfare requires everyone under 18 can NOT provide unsupervised care.

The Task Force agreed they would like to require a minimum of 12 hours of training a year.

The group agreed though that new providers should still only have to meet the 4 hours of training requirement within the first 30 days so their license can be issued though.

The remaining 8 hours would have to be completed before they renew their license at the 1-year mark.

Kayla brought up that she would like the words "admitted to" removed from the city code's reasons for denial section.

The Task Force agreed with her stating that people are "innocent until proven guilty" in a court of law and something the applicant admitted to but wasn't charged with should not be a reason to deny their license.

Kayla also said she would like to change the denial period from 5 years to 1 year for those who have received withheld judgments.

The Task Force stated they though 2 years was a better time period.

Jonie asked how the city decided on 5 years as the length of denials?

Katie said she is not sure how the city decided on that time frame but would try and find the answer.

The meeting concluded at 6:50 p.m.

The Task Force decided they did not need to meet for the third meeting and would like to schedule the meeting where they can inform the community/parents what changes to the code they are proposing.

Public Meeting Regarding Daycare Code Changes

July 15th 2021

Email to City Admin following the meeting.

Good morning all,

I just wanted to send out a quick email updating everyone with our progress after last night's meeting. All of the proposed changes were well received. We had one parent express her concern about increasing the child-to-provider ratio, but after we explained that we had discussed this topic extensively and that there would be an increase in the amount of training hours required as well, I think she felt more at ease.

If there is anything that I/we need to do before these changes go to Admin Committee, please just let me know!

Thank you for your time,

[Katie Gower-Short](#)

Moscow Police Department

Services Division

208-883-7052

Daily News Article following the July 15th 2021 meeting.

Day care codes up for debate in Moscow

Proposal in Moscow includes increasing child-to-provider ratios, allowances for employees with minor drug, alcohol incidents

- By Scott Jackson, Daily News staff writer
- Jul 17, 2021 [Updated](#) Jul 17, 2021

Moscow is considering changes to its city code to allow increased child-to-provider ratios in day cares and also remove hurdles for potential day care employees who have admitted to a misdemeanor drug crime that did not result in charges, or who have been charged with minor alcohol offenses.

The proposed changes, discussed Thursday at Moscow City Hall, were presented for public input by city employees in collaboration with local day care providers.

The change to the points system governing child-to-provider ratios allowable in Moscow day care facilities generated the most discussion.

“This, basically when you break it down, allows for one more child per age group than what’s currently allowed,” said administration specialist Katie Short, who led the meeting,

For example, she said, a single provider would now be allowed to care for four infants ages 3 years old or younger, instead of the three currently allowed.

Some in the audience raised concerns about the shift.

“I have an 11 1/2-month-old who is mobile but not directional and that concerns me a little bit, that it would go from three to four (children per provider),” Moscow parent Dulce Kersting-Lark said. “I totally

am empathetic to the struggle of our care providers to find staffing and to have enough room to even have our infants ... but I'm not sure changing the code is how we solve that problem."

Short said these facilities would still be required to be equipped with the appropriate strollers or cribs to manage the children they have and noted day care facilities have the option to maintain smaller ratios.

Another pair of proposed changes would make it so admission to a misdemeanor drug crime that did not result in charges and certain minor alcohol charges, like a violation of open container laws, would no longer disqualify a person from working in a Moscow day care.

Moscow Police Chief James Fry said currently, anyone who admits to a misdemeanor drug crime like possession of marijuana, is disallowed from working in a day care, even if they never had a day in court.

Genevieve Brown, owner of Miss Genny's Wonder Town day care center, said she was the person who suggested this aspect of city code be changed.

"If someone's not convicted of a crime, I don't think it should count against them," Brown said.

"Because I just feel like if you are a city council member and a chief of police enforcing code, you should also be following due process."

Some revisions, like the elimination of a "registered day care" designation for facilities with four or five children, or the adoption of state code defining a school-age child as anyone between the ages of 5 and 21, garnered little discussion.

Other proposed changes would require providers to complete 12 hours of training annually and would allow licensed providers between the ages of 14 and 18 to be counted in provider-to-child ratios — though these young providers may not be left unsupervised.

Short said a final revision concerning vaccination exemptions simply brings Moscow's code in line with state's.

"Currently, our city code states that you can only have a vaccination exemption if it endangers the life of a child," Short said. "We felt that, considering this last year, we would go to the state standard on that and allow for religious, medical or other exemptions."

Short said the effort to change city code concerning day cares began more than a year ago, but was put on hold because of the pandemic. She said many of the changes are meant to either amend code for the sake of clarity, or to remove portions that have come to be outdated.

She said the next step in the process is to run the proposed changes by City Attorney Mia Bautista's office for review. Pending her approval, the changes will be placed before the Moscow City Council.

Public Meeting held in City Council Chambers on May 13, 2022

The meeting started promptly at 6pm, there were 10 people who attended.

- The group consisted of City Council members, parents/daycare board members, program directors, ladies from ICCP, and Bonnie from Health and welfare.
- I have attached the power point that I presented
- There were no questions or concerns about us taking out “Registered daycare” and only licensing facilities that have 6 or more kids.
- One of the ladies from ICCP was concerned about making the minimum age of a licensed provider 14yo and allowing them to count in ratio’s even though they must always be supervised by another licensed provider. She was under the impression that the state’s minimum age was 16yo. Mia was going to look into that a little more, however I think we determined it actually isn’t state code (like the ICCP lady thought) it is an ICCP rule.
- No one had any questions or concerns about the “admitted to” being taken out as a disqualifier for misdemeanor drug crimes, or taking out the three alcohol offenses for minors.
- The only question they had about increasing the required training to 12 hours; was if that would be required to be completed within the first 30 days. and yes it would.
- As far as Ratios went, everyone seemed to understand why we adopted a 12 point scale that is based off of ½ point increments, instead of 5-7 year olds being worth .83points and 7-13 year olds being worth .66 points...
 - There was concern that under this code revision allowing for one provider to have up to 24 kids that are ages 5-13. However we pointed out that most 5 year olds are attending kindergarten at the school district and but most importantly at that age they are able to follow instructions when it comes to fire drills which is our biggest concern during inspections.
 - No one seemed concerned about the ratio adding one more infant to the 0-1 and 1-2 year age ranges. In fact they were glad we split those ages up.
 - We also discussed that many of the classrooms have students with a mix of ages, (for example maybe: mostly 3-4 year olds with maybe 1 5-year old) which brings the number of students per provider down.

- There weren't really any comments about taking out temporary licenses, since that doesn't effect how the city is currently issuing licenses anyway.
- No comment on the definition of "provider" that we came up with.
- No comment on adopting state code for "school age children" or vaccination exemptions.
- No comment on insurance requirements
- One of the Daycare board members did have concerns about adopting the states code on visitation. She had concerns about how allowing parents to come into the daycares might impact the health of the staff because of Covid. One director was also concerned because parents might come in and stay most of the day, however we explained in that case they would need to either become a volunteer and limit their time at the daycare to less than 12 hours per month, or obtain a providers license and that is up to the daycare to convey to the parent. This is also State Code so we have to adopt it.
- No comment on the change to who is required to have a background check.
- The few parents in attendance voiced concern about the City not receiving sufficient parent input and that the revisions being proposed are in the best interest of the providers but not the best interest of the parents or the kids
- Background check discussion with the length of time it takes to obtain, Katie explained the process and explained that it is often the child abuse and neglect registry that takes awhile to get the background checks back to the PD.

There was a lot of off topic discussions, and many in the group felt that this change to code shouldn't be the end all, that the city should continually try to come up with creative ways help the childcare shortage in Moscow. They are having an incredibly hard time staffing their childcare facilities and are worried that larger class sizes will overwork the already over extended staff.

However, in previous meeting the loudest voices have been directors who have said that they have so many kids on their waitlist and the best way they saw was to slightly increase ratios. The desire to increase ratios is how this whole conversation happened in the first place. The currently proposed ratio change is the happy medium between what we currently have and what the state allows (which is much more).

Changing the ratios does not mean each of the facilities are required to increase the number of kids, it just gives facilities the option to, IF they have the staffing and ability. A few facilities have expressed even with a ratio adjustment they will not increase their number of kids.

Justin took a little time to go over inspections and what we will be looking for specifically going forward. He also informed the group that we would be starting to conduct lock down drills as well.

The meeting ended just shortly before 8p.m.

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

Matt Williamson (Moscow) feels the process for getting things changed is to start with the commissions. He doesn't feel the FAHC does anything. There are missing meetings and no minutes. He spoke with a member of FAHC and they said don't bother applying. He tried to get the policy for body cameras and feels it probably doesn't follow ACLU guidelines. He is frustrated with the Commissions. He watched a P&Z meeting and the presentation from Nils Peterson did more for affordable housing and should be presented to the FAHC. Because of this, he doesn't want to join a commission.

Ken Salisbury (Moscow) trees were taken down on Third Street with the construction project. The trees gave shade and enjoyment. Palmer responded some trees were needed to be removed, due to the species, location, age, or infrastructure. The City tries to avoid removal but the sidewalk was heaving and new trees will be planted.

5. Citizen Commission Report - Human Rights Commission - James Fry / Ken Faunce

Fry introduced Ken Faunce. Faunce provided names of the members and activities held during the year. Inclusive Community Month was September 2021 and themed "In This Together". The Ismat and Mannan Sheikh Community Unity Award was in November, 2021. Many social justice forums were held and they also assisted with a Juneteenth Celebration. The Commission will have the Great Moscow Food Drive in August 2022, Inclusive Communities Month (September 2022) themed Healing Hate and Restorative Justice. The Council discussed food insecurity and bias reporting.

6. Proposed Day Care Code Amendments (ACTION ITEM) - Anthony Dahlinger / Katie Short

In 2019, the City was approached by several daycare providers who expressed concerns regarding the availability of daycare services within the City and requested that the City review the City's daycare regulations to assess if any modifications could be made to increase daycare capacity and access. The City began the review in late 2019 and into 2020 but the onset of the pandemic delayed progress. City Staff have now completed the review and are proposing several amendments to the City's daycare regulations for the Council's consideration. The amendments include revisions to definitions and terms to be more consistent with State Code; revisions to the criminal disqualifying offenses provisions to remove several minor offenses from disqualifying persons from obtaining a daycare provider license; amendments to the child-provider ratio to increase daycare capacity (the City's ratios remain more restrictive than the State of Idaho's); and revision to the religious vaccination exemption to match State standards. Staff from the Police, Community Development, and Legal Departments participated in this process. Two public input sessions were held to accept comments regarding the proposed changes from daycare providers, parents, and the public. This was reviewed by the Administrative Committee on July 11, 2022 and forwarded to the full Council with no recommendation.

PROPOSED ACTIONS: Approve the Ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary; or consider the Ordinance on first reading and that it be read by title; or reject the Ordinance; or take other action deemed appropriate.

Short went over the roles of staff for daycare licensing and the history of the requested changes to the Code. Some changes to the code that changed are above State standards. Other changes include the removal of a registration option, adding a minimum age of 14 for a provider license, increasing training hours from 4 to 12 hours. The ratio changes would allow four children under the age of one for one provider. The temporary license is proposed to be removed. Changes also include a definition of school age children, allowing a medical exemption, and the definition of "regularly residing upon the premises". A daycare may be more restrictive than the City Code. Short gave a brief history of how the daycare regulations began. The Council has the prerogative to remove the daycare regulations from the City Code and have the State regulate however, there was a general consensus with the daycare owners that they wanted the City to

continue regulating with the stricter requirements. Laflin was concerned about safety issues with in-home daycares that have more than 7 kids. Short said it is difficult to regulate home daycares as they can pop up unexpectedly. While family daycares won't be regulated, it is still defined in the ordinance

Mayor Bettge asked for public comment.

Marissa Marr (Moscow) opened an unlicensed daycare. In terms of safety, it is optimal for daycare centers to be registered. She feels the issue is how to alleviate the obstacles, such as the requirement to be fully vaccinated. A friend of hers had to take her child to Pullman because they allow a child without vaccinations to attend. She feels the City needs to increase the opportunity to be within a licensed daycare without immunizations.

Dulce Kersting-Lark (Moscow) said there was quite a bit of concern of the changing of ratios at the May 2022 meeting. She is concerned about changing age brackets as a 12-month-old is very different than 24-month-old in terms of mobility. She would like to see a 0-18 months and an 18-months to 24 months or even 18 months to 36 month. She expressed feelings that changing ratios and adding six or 10 more infant spots won't provide the opportunity for all the children needing child care and sees potential for more harm than good. She likes there is a more restrictive code as the State of Idaho is lenient on overseeing the care of our children.

Stevie Steel-Johnson (rural Moscow) feels family in-home care is a concern including that they do not have to be registered. She feels a 14-year old shouldn't be a provider. Training hours need to be addressed to allow a provider to be unsupervised sooner. She supports the removal of needing a medical provider approve an exemption and allowing a parent to decide. Over all, she encourages the Council to not pass the ordinance.

Shawn Qualum (Moscow) asked for clarification of the state code versus city code regarding the definition of "regularly residing upon the premises". Bautista said "regularly on the premises" is defined as on the premise for twelve hours or more in any one-month period. The word "residing" is not in the definition.

Stacy Stooks (Moscow) asked what child development experts helped with the edits. She works for Idaho Stars offer state-wide training so the required 12-hours of training could be completed through Idaho Stars for free. She feels the expert piece of input from education of early childhood was not included in these edits. She is concerned one provider can watch 10 three-year-olds because 3-5-year-olds are one point each. She feels there needs to be more conversations with experts in the field. Goodwin responded when the meetings took place, Idaho Stars, University of Idaho Childhood Development and the state inspector were involved. Some of the providers involved have the Idaho Childhood Development degree.

Kendra Rathbone (Pullman) feels there is a general desire to improve but tonight doesn't seem right. She suggests looking at other avenues, doing more research and get involved. Idaho is one of four that provides no state funding to preschool.

Parker would like to see this go back to staff to look at age brackets in the point system and reconsider licensing in-home daycare that have 3-7 or whatever number seems reasonable. Taruscio agrees the ordinance is not quite there and needs more work. Kelly also agreed as daycare folks are worried about the point system and concerned about the age bracket. She feels there is a huge difference in ages and would like to tighten it up. She is not in favor of passing the ordinance tonight. Lewis doesn't like the parent visitation section the State passed, and included in this proposed update, because it puts pressure on the provider to say yes at risk of having their license revoked. Laflin is not in favor of passing the ordinance at this time. She is concerned about age issues. She would support the same language as the State regarding

immunizations as the daycare has the option of requiring them or not. She agrees with Hailey with the issue of the visitation section because divorce issues can move parent arguments into daycares and schools. Laflin feels the ordinance needs to be reviewed more. Zabala feels this is a public good that is not publicly funded. She encouraged the public to send ideas to the Council, such as what else we can do from a municipal aspect. She suggested a workshop setting to discuss age bracket and point systems and requiring licenses for in-home daycares.

Zabala moved to send the ordinance back to staff to consider both age bracket and point systems and licensing for in-home daycares. Mayor Bettge pointed out one of the options for passing an ordinance is passing it on first reading and remanding back to staff for further study and rewording and then bring it back before Council for review and second reading. Zabala accepted to add that language to the motion.

Palmer asked for more clarification that the Council is asking for more restrictive measures for home daycares and ratios then what is suggested in the proposed ordinance. Taruscio asked that staff clarify the language regarding background checks for 13-year-olds. Zabala requested simplified ratios yet still in line with the recommended ratios. Laflin suggested early childhood topics be turned in for credit rather than just specifying hours of training. Palmer asked if the Council wanted the ratios more restrictive than the current Code. Taruscio isn't convinced that becoming more in line with the State code is safer or better and questioned whether Moscow's code should be left as is. Laflin questions the balance between safety and availability of daycare.

Zabala confirmed her motion to consider the ordinance on first reading, read by title, provide staff further direction to consider new options for age bracket and point system and the option for requiring licenses for in-home daycares and determining a number of how many children would require that license. Kelly seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Mayor Bettge read Ordinance 2022-08 on first reading by title:

AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE AMENDMENT OF MOSCOW CITY CODE TITLE 9, CHAPTER 10, RELATING TO DAY CARE; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE BE DEEMED SEVERABLE; AND PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM THE DATE OF ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

7. Proposed Amendments to Taxi Cab Licensing Requirements (ACTION ITEM) - Anthony Dahlinger

During a recent review of the City's Taxicab regulations, it was identified that amendments were warranted to update the regulations to reflect current processes and standards. The proposed changes include revision of the issuing office from the City Clerk to the Police Department which currently issues taxi licenses; amending the City's insurance requirements to be consistent with that which is required in Pullman; and updating the criminal offense disqualifications to reference the specific sections of State law rather than the current list of offenses. This was reviewed by the Administrative Committee on July 11, 2022 and recommended for approval.

PROPOSED ACTIONS: Approve the Ordinance under suspension of the rules requiring three complete and separate readings and that it be read by title and published by summary; or consider the Ordinance on first reading and that it be read by title; or reject the Ordinance; or take such other action deemed appropriate.

Dahlinger introduced the item as written above. Lewis suggested the reference to the City of Pullman be removed. Bautista will remove it prior to printing for signatures. Taruscio moved to approve the proposed ordinance under suspension of the rules requiring three complete and separate readings and that it be read

ORDINANCE NO. 2022 – 08

AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE AMENDMENT OF MOSCOW CITY CODE TITLE 9, CHAPTER 10, RELATING TO DAY CARE; PROVIDING FOR REVISED DEFINITIONS; PROVIDING FOR THE REPEAL OF SEC. 10-6 – TEMPORARY LICENSES; PROVIDING FOR AMENDMENTS TO DENIAL, SUSPENSION AND REVOCATION OF LICENSE, INSURANCE AND HEALTH REQUIREMENTS, STANDARDS AND THE CHILD-STAFF RATIOS; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE BE DEEMED SEVERABLE; AND PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM THE DATE OF ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, Idaho Code Title 39, Chapter 11 establishes minimum standards for the protection of children in daycare facilities; and

WHEREAS, the City has authority to adopt an ordinance for regulation and/or licensing of daycare services, the City's Ordinance requirements must be at least as stringent as the requirements detailed under Title 39, Chapter 11 (I.C. 39-1108); and

WHEREAS, on December 3, 1984, the Mayor and City Council enacted Ordinance 84-25, providing for the regulation of the operation and maintenance of child care facilities; and

WHEREAS, the Mayor and City Council have revised the Day Care Regulations from time to time, including through Ordinances 2000-08, 2005-06, 2009-25, 2010-05, 2010-13, 2011-06; and

WHEREAS, City staff has received a request from Day Care providers to amend the City Code to amend the child to staff ratios which would allow one more child to staff per age group and to revise the disqualifying offenses; and

WHEREAS, the amendments herein are designed to comply with Idaho State Code; and

WHEREAS, City Council believes it to be in the best interest of the community to continue to provide a City licensure provision of Day Care within City limits, and believes these changes improve the Day Care Licensing requirements and continue to address the safety concerns for children within the City;

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

SECTION 1: All matters stated above are found to be true and correct and are incorporated herein by reference as if copied in their entirety and shall be adopted with the following sections of this Ordinance.

SECTION 2: That Moscow City Code Title 9, Chapter 10 be amended as follows:

MOSCOW DAY CARE ORDINANCE

Sec. 10-1: Short Title
Sec. 10-2: Purpose
Sec. 10-3: Definitions
Sec. 10-4: License ~~or Registration~~ Required
Sec. 10-5: Application Required
Sec. 10-6: ~~Temporary Licenses~~ [Repealed]
Sec. 10-7: Investigation. Background Check Required
Sec. 10-8: Denial, Suspension, Revocation of License
Sec. 10-9: Issuance of License
Sec. 10-10: Fee
Sec. 10-11: Day Care Facility License Renewal
Sec. 10-12: Day Care Provider License Renewal
Sec. 10-13: License Revocation and Duty to Notify of Ineligibility
Sec. 10-14: Notice
Sec. 10-15: Appeals
Sec. 10-16: Insurance and Liability; Prepayment
Sec. 10-17: Health Requirements
Sec. 10-18: Inspection
Sec. 10-19: Standards
Sec. 10-20: Child-Staff Ratios
Sec. 10-21: No City Liability Created
Sec. 10-22: Penalties and Additional Fees

Sec. 10-1. Short Title.

This Chapter shall be known as the Moscow Day Care Ordinance.
(Ord. 2010-05, 03/01/2010)

Sec. 10-2. Purpose.

It is hereby declared to be the purpose of this Ordinance to establish a minimum City-wide system for the protection of children receiving Day Care services. This system is intended to establish minimum standards while still leaving primary responsibility for evaluation and selection of Day Care services with parents. Every ~~person and/or facility providing~~ Day Care Facility, as defined by this Chapter, is ~~encouraged~~ required to become licensed. An additional purpose of this Ordinance is to exercise the authority granted to the City to adopt an ordinance for regulation and/or licensing of Day Care services at least as stringent as the requirements of the basic Day Care license in Idaho Code Title 39, Chapter 11. The City hereby exercises the authority granted by the State to the City to require a limited criminal history background check at least as extensive as that required by Idaho Code Title 39, Chapter 11 and to establish procedures for issuing licenses to Day Care Facilities which shall be maintained and operated in conformity with the standard authorized in this Chapter. Nothing in this Chapter shall be construed to limit or restrict the teaching of religious doctrines, values, or tenets in a Facility licensed under the provisions of this Chapter.

(Ord. 2009-25, 12/21/2009; 2010-13, 07/06/2010; 2011-06, 06/20/2011)

Sec. 10-3. Definitions.

For the purposes of this Chapter, the following terms, phrases, words and derivations shall have the meaning given herein. When consistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

- A. *Applicant.* A Person who submits to the City an application for a license or the renewal of a license ~~individually or in behalf of a corporation, partnership or association~~ to provide, conduct, operate, maintain, or be employed at a Day Care Facility under this Chapter.
- B. *Child.* ~~An individual who is under the age of~~A person less than eighteen-thirteen (1813) years of age, including an individual who is related by blood, adoption or who is otherwise the charge of any individual providing Day Care. The age of a child shall be determined by their date of birth.
- C. *Day Care.* ~~Direct~~C-care and supervision ~~of children~~ provided for compensation during part of a twenty-four (24) hour day, for a child or children not related by blood, marriage or legal guardianship to the person or persons providing the care, in a place other than the child's or children's own home or homes.- ~~For purposes of this Chapter, Day Care shall not include any arrangement for the care of Related children; however, a Day Care License shall be required pursuant to this Chapter where the total number of children who are not Related and who are provided direct care and supervision in a home or Facility exceeds five (5) children.~~
- D. *Day Care Facility.* A place or facility providing daycare services for compensation to five (5) or more children not related to the provider. Any business, place of business, home, residence, or establishment which provides Day Care. This definition includes any Premises, location, play area, playground, organization, institution, partnership, public school, private school, home, residence, dwelling, group home, foster home, place or facility whether such business or concern calls itself a mini school, kindergarten, nursery, preschool, club, cooperative, mother's day out, after school program, all day kindergarten program, a kindergarten plus program, learning center or any other business whose activity is the same or substantially similar to a Day Care operation or concern. The definition of Day Care Facility shall not include:
 - 1. Any institution, school or facility licensed by, operated by or under the direction of the State of Idaho by any agency or political subdivision of the State of Idaho or by any other public body or public entity, ~~except for an after school program or the like.~~
 - 2. ~~Any preschool, elementary, junior high, or high school licensed and designated as such by the State of Idaho, except for an after school program or the like.~~
 - 32. Any medical or hospital facility operated pursuant to license issued by the State of Idaho.
 - 43. Any day camp, summer camp, sports camp, or similar program designed primarily for children to attend, as long as such camp or program does not exceed a total of twelve (12) weeks during a calendar year, or not more often than once a week.
 - 54. The occasional care of a neighbor's, relative's, or friend's child or children by a person not ordinarily in the business of providing Day Care.
 - 65. The operation of a private school, ~~or religious school,~~ or religious kindergarten for educational purposes for children ~~over four~~five (54) years of age ~~and older or a religious kindergarten.~~

- ~~76.~~ The provision of Day Care exclusively for children of parents who are simultaneously in the same building as such children.
- ~~8. A family day care home.~~
- ~~7. The provision of care for children of a family within the second degree of relationship.~~
- E. There shall be four classifications of Day Care Facility:
1. *Family Day Care Facility.* A Day Care Facility providing Day Care for five (5) or fewer children;
 2. *Group Day Care Facility.* A Day Care Facility providing Day Care for six (6) to twelve (12) children;
 3. *Small Day Care Facility:* A Day Care Facility providing Day Care for thirteen (13) to twenty (20) children; and
 4. *Large Day Care Facility.* A Day Care Facility providing Day Care for twenty-one (21) or more children.
- F. *Day Care Poster.* An informational sign provided by the City for prominent display in every licensed Day Care Facility.
- G. *Director.* An adult who has primary responsibility for the day-to-day operations and/or management of a Day Care Facility.
- ~~H. Employee. Any person working for compensation in a facility that provides day care.~~
- ~~H. Family Day Care Home. A home, or place or facility providing day care for five or fewer children.~~
- ~~I. Licensee.~~ A Person who holds a current and valid license issued by the City for operation of a Day Care Facility.
- ~~IJ. Owner.~~ Any Person with a financial or proprietary interest of any kind in a Day Care Facility.
- ~~JK. Person.~~ Any individual, group of individuals, association, firm, partnership or corporation.
- ~~KL. Premises.~~ A structure, facility, yard, play area, or any part of a structure, facility, yard, or play area where any Day Care is provided.
- ~~L. Preschool. A place of structured instruction and where such place is not operated by or under the direction of the State of Idaho by any agency or political subdivision of the State of Idaho or by any other public body or public entity where learning and knowledge is imparted to children in preparation for public and/or private education (whether or not meals are served and/or a sleeping area is provided).~~
- ~~M. Provider.~~ A person who meets the qualifications contained in this chapter to provide unsupervised care of children at an approved Day Care Facility.
- ~~N. Ratio.~~ The number of staff required to supervise a certain number of children.
- ~~MO. Related.~~ A niece, nephew, first generation cousin, grandchild, brother, sister, half-brother, half-sister, step-brother, step-sister, son, daughter, step-son, step-daughter, who is related either by blood, adoption, or marriage to the Day Care provider or pursuant to a legal guardianship.
- ~~P. Regularly on the Premises.~~ Individuals thirteen (13) years of age or older who are on the premise of a Day Care Facility and have access to the children for twelve (12) hours or more in any one (1) month period.
- ~~NQ. Registered Day Care Provider.~~ A Family Day Care Facility providing Day Care to four (4) or five (5) children that complies with all requirements to operate a “family day care home”, as defined in Title 39, Chapter 11 of the Idaho Code, or any person working in such Facility.
- ~~School Age.~~ All persons resident of the state, between the ages of five (5) and twenty-one (21) years. The age of five (5) years shall be attained when the fifth anniversary

of birth occurs on or before the first day of September of the school year in which the child is to enroll in kindergarten.

~~OR.~~ *Staff.* Every individual who provides Day Care at a Day Care Facility; every employee or other individual who has unsupervised direct contact with children who attend a Day Care Facility; and every individual providing Day Care for more than twelve (12) hours in any one (1) month period (whether or not such individual is directly supervised or receives compensation).

~~PS.~~ *Volunteer.* Every individual who provides service in a Day Care Facility (whether or not directly supervised) no more than twelve (12) hours in any one (1) month period and without any express or implied promise of compensation.

(Ord. 2005-06, 02/07/2005; 2009-25, 12/21/2009; 2010-13, 07/06/2010; 2011-06, 06/20/2011; 2012-20, 09/17/2012)

Sec. 10-4. License ~~or Registration~~ Required.

A. No Person shall maintain, operate, or permit to be operated within the City, any Day Care Facility, as herein defined unless a current and valid Day Care Facility license ~~or certificate of registration~~ has been issued by the City as provided herein.

B. No Person shall maintain, operate, or permit to be maintained or operated, a Day Care Facility on Premises under such Person's control unless all necessary licenses ~~and/or registration~~ for such operation shall have been so obtained and remain in effect.

C. Every Person who provides Day Care at a licensed Day Care Facility, other than a directly supervised Volunteer as defined in this Chapter, shall apply for a license within five (5) business days of the first day of employment at such licensed Day Care Facility. A Volunteer who intends to provide unsupervised Day Care shall be licensed. Any individual who provides Day Care for more than twelve (12) hours in any one (1) month period with or without any express or implied promise of compensation shall be licensed. Daycare providers must be ~~fourteensixteen~~ sixteen years of age (164) or older to obtain a City of Moscow Provider's License and count in the child-to-provider ratios; however, providers aged ~~fourteensixteen~~ (164) to ~~eighteen~~seventeen (187) years of age may not provide unsupervised care for children in the facility, and must be supervised by an adult. An adult is defined as being eighteen (18) years of age and older.

D. Every owner, director, office staff member, staff, or other Day Care Facility employee who provides unsupervised Day Care shall be licensed ~~or registered~~. No unlicensed Day Care provider, including a Volunteer, ~~or temporarily licensed Day Care provider~~ or employee, or licensed provider under the age of eighteen (18), shall provide unsupervised Day Care on any occasion, including indoors, outdoors, rest periods, field trips, and the like.

~~E. A Registered Day Care Provider shall not be required to be licensed by the City but shall be required to demonstrate qualification as a Registered Day Care provider to the City by annual completion of a registration form approved by the City Clerk. No Registered Day Care provider who fails to demonstrate compliance with the requirements of a "family day care home", as defined in Title 39, Chapter 11 of the Idaho Code, shall provide Day Care within the City. No Registered Day Care provider shall provide Day Care where such Facility or person would be disqualified from being licensed.~~

(Ord. 2005-06, 02/07/2005; 2009-25, 12/21/2009; 2010-13, 07/06/2010; 2012-20, 09/17/2012)

Sec. 10-5. Application Required.

- A. 1. Applicant: Every Applicant ~~for seeking~~ a license under this Chapter shall complete a form provided by the City, which shall include all information, releases and authorizations necessary to provide a complete criminal history background check as set forth herein. Information to be provided to City for a Day Care Facility license shall include, but may not be limited to, a current list of all Owners, Director, Staff, and all individuals thirteen (13) years of age or older who will have unsupervised direct contact with children or are regularly on the Premises of a day care facility~~residing at the Premises~~. In addition, an Applicant for a Day Care Facility license must designate one Person as Director, if applicable. Failure to provide the necessary information, releases or authorizations shall be grounds to deny a license or application. An Applicant may provide Day Care at more than one (1) Licensed Day Care Facility as long as all locations where Day Care services are to be provided by such Applicant are identified and meet the requirements provided herein.
2. Corporation. When the Applicant for such a license is a corporation, such corporation must be authorized to do business in the State of Idaho. The application shall be made by the Director of the Premises and such application shall contain all information required of an individual Applicant as provided herein. Such license to a corporation shall be revoked upon a change of Director. A new application and license shall be required before a Director other than the Director designated in the original application shall provide services at such Premises. After investigation as required herein and upon change of Director, the City may issue a license for an interim period of not to exceed sixty (60) days during which time the corporation shall make the new application for license, naming therein the new Director of the Premises.
3. Partnership: When the Applicant for such a license is a partnership, each active partner in the partnership shall join in the application for such license and shall furnish all of the information and recommendations required of an individual Applicant as provided herein, and shall be subject to the same provisions for revocation and reapplication upon a change of Director as provided in the case of corporation Applicants above.
4. Association: When the Applicant for such a license is an unincorporated association, the application shall be made by the officers of the association and Director of the Premises and shall contain all information required of an individual Applicant as provided herein; and shall be subject to the same provisions for revocation and reapplication upon a change of Director as provided in the case of corporation Applicants above.
- B. Additional Information May Be Required.
- Upon application submission, if additional information is required by the City in order to complete the application or to clarify or explain an ambiguity, the applicant shall submit such information within thirty (30) days of original application date or change in circumstances. Failure to comply shall require applicant to submit a new application and fee.
- (Ord. 2005-06, 02/07/2005; 2008-06, 05/05/2008; 2009-25, 12/21/2009; 2010-13, 07/06/2010)

Sec. 10-6. Temporary Licenses. [Repealed]

- ~~A. In order to facilitate the provision of Day Care during the Day Care license application process, a temporary license may be granted to an applicant by the City. Such temporary license may be granted for not more than sixty (60) days from the first date of application. Issuance of such temporary license shall be at the City's sole discretion.~~
- ~~B. A permanent Day Care license shall only be granted following training, CPR/First Aid~~

~~Certification, successful background check and compliance with all other provisions of this Chapter.~~

~~C. At least one (1) person who has a permanent is licensed shall remain on the licensed Premises with any temporarily licensed Day Care Provider.~~

(Ord. 2005-06, 02/07/2005)

Sec. 10-7. Investigation. Background Check Required.

Before any ~~permanent~~ license shall be issued under this Chapter, the City shall complete an investigation of every Applicant, Licensee, Owner, Director, Staff, and individual thirteen (13) years of age or older who have unsupervised direct contact with children or are regularly residing at on the Premises of a day care facility, and an inspection of the Premises, except as otherwise provided. The purpose of the investigation is to determine whether the Applicant, ~~or~~ Licensee, Owner, Director, Staff, individuals thirteen (13) years of age or older, and the Premises fully comply with all pertinent ordinances and regulations of the City; to ensure that the Day Care Facility does not create a nuisance or danger to the public; and to require a criminal history background check for first-time applicants and license renewal applicants at least as stringent as that required by Idaho Code Title 39, Chapter 11.

The City shall perform a background check on every Applicant, Licensee, Owner, Director, Staff, and individual thirteen (13) years of age or older who have unsupervised direct contact with children or are regularly residing at on the Premises of a day care facility; ~~however, where Day Care is provided in the home of a child or a child's legal guardian, a background check for such child's parent(s), legal guardian(s) or Related children, shall not be required.~~

~~New fingerprints are required every five (5) years.~~

Background checks and crime information requests made to the FBI shall be conducted pursuant to the authorizations provided in Idaho Code Section 56-1004A, and any other applicable law. Where possible and required herein, a background check on an individual under eighteen (18) years of age shall include a check of the juvenile justice records of adjudication of the magistrate division of the district court, county probation services, and department of health and welfare records in all jurisdictions in which such individual has lived since the age of twelve (12), as authorized by the minor and his or her parent or guardian. ~~Background checks and crime information requests made to the FBI shall be conducted pursuant to applicable law, including but not limited to, Idaho Code Section 56-1004A, as amended. The limited criminal history check shall include, but shall not be limited to, the statewide criminal identification bureau; the FBI criminal history; and the statewide child abuse registry for first time applicants and shall include, but shall not be limited to, the statewide criminal identification bureau; and the statewide child abuse registry for license renewal applicants.~~

A. Requirements. To determine the suitability of prospective Day Care Applicant, Licensee, Owner, Director, Staff, and individual thirteen (13) years of age or older who have unsupervised direct contact with children or are regularly residing at on the Premises, the Moscow City Police Department or designee and/or City Clerk for the City of Moscow shall require an applicant to provide information and fingerprints necessary to obtain criminal history information from the Idaho State Police (ISP) and the Federal Bureau of Investigation (FBI). Pursuant to Idaho Code Section 67-3008, and congressional enactment Public Law 92-544, the Moscow City Police Department and/or City Clerk for the City of Moscow shall submit the required fees and a set of fingerprints obtained from the applicant, to the ISP, Bureau of Criminal Identification, for a criminal records' check of State and National

databases per Public Law 92-544. The submission of fingerprints and information required by this Section shall be on forms prescribed by the ISP. The ~~City-Moscow~~ Police Department ~~and/or City Clerk for the City of Moscow~~ is authorized to receive criminal history information from the ISP and from the FBI for the purpose of evaluating the fitness of applicants for Applicant, Licensee, Owner, Director, Staff, and individual thirteen (13) years of age or older who have unsupervised direct contact with children or are regularly residing at-on the Premises. As required by State and Federal law, further dissemination or other use of the criminal history information is prohibited. The applicant authorizes the use of FBI records for the screening process.

B. Background Check Guidelines. All background checks require a complete set of fingerprints; a signed statement that contains the applicant's name, address, and date of birth appearing on a valid identification document issued by a governmental entity, as well as furnishing if such applicant has or has not been convicted of a crime, and the particulars and description of the same. New fingerprints are required every five two (52) years.

(Ord. 2001-18; 09/17/2001; 2005-06, 02/07/2005; 2008-06, 05/05/2008; 2009-25, 12/21/2009; 2010 13, 07/06/2010; 2011-06, 06/20/2011; 2019 06, 07/01/2019)

Sec. 10-8. Denial, Suspension, Revocation of License.

No Day Care license shall be issued, and a license may be denied, suspended or revoked:

A. Where Applicant, Licensee, Owner, Director, Staff, individual thirteen (13) years of age or older who have unsupervised direct contact with children or are regularly residing at-on the Premises, managing agent of a corporation, or active partner of a partnership -has:

1. Been found guilty of, plead guilty to, received a withheld judgment, or admitted to the elements of any offense involving neglect or any physical injury to or other abuse of a child, any of the following crimes enumerated ~~crimes in Idaho Code 39-1113(2), I.C. 18-4116~~ Indecent Exposure, or any substantially similar provision ~~of foreign criminal violation in another jurisdiction,~~ notwithstanding the form of judgment(s):

- ~~a. Felony injury of a child, section 18-1501, Idaho Code.~~
- ~~b. The sexual abuse of a child under sixteen years of age, section 18-1506, Idaho Code.~~
- ~~c. The ritualized abuse of a child under eighteen years of age, section 18-1506A, Idaho Code.~~
- ~~d. The sexual exploitation of a child, section 18-1507 or 18-1507A, Idaho Code.~~
- ~~e. Sexual abuse of a child under the age of sixteen years, section 18-1506, Idaho Code.~~
- ~~f. Lewd conduct with a child under the age of sixteen years, section 18-1508, Idaho Code.~~
- ~~g. The sale or barter of a child for adoption or other purposes, section 18-1511, Idaho Code.~~
- ~~h. Murder in any degree, section 18-4001 or 18-4003, Idaho Code.~~
- ~~i. Assault with intent to murder, section 18-4015, Idaho Code.~~
- ~~j. Voluntary manslaughter, section 18-4006, Idaho Code.~~
- ~~k. Rape, section 18-6101 or 18-6108, Idaho Code.~~
- ~~l. Incest, section 18-6602, Idaho Code.~~
- ~~m. Forcible sexual penetration by use of foreign object, section 18-6608, Idaho Code.~~
- ~~n. Abuse, neglect or exploitation of a vulnerable adult, section 18-1505, Idaho Code.~~
- ~~o. Aggravated, first degree, second degree and third degree arson, sections 18-801 through 18-805, Idaho Code.~~
- ~~p. Crimes against nature, section 18-6605, Idaho Code.~~
- ~~q. Kidnapping, sections 18-4501 through 18-4503, Idaho Code.~~

- ~~— r. Mayhem, section 18-5001, Idaho Code.~~
 - ~~— s. Poisoning, section 18-4014 or 18-5501, Idaho Code.~~
 - ~~— t. Possession of sexually exploitative material, section 18-1507A, Idaho Code.~~
 - ~~— u. Robbery, section 18-6501, Idaho Code.~~
 - ~~— v. Stalking in the first degree, section 18-7905, Idaho Code.~~
 - ~~— w. Video voyeurism, section 18-6609, Idaho Code.~~
 - ~~— x. Enticing of children, section 18-1509 or 18-1509A, Idaho Code.~~
 - ~~— y. Inducing individuals under eighteen years of age into prostitution, section 18-5609, Idaho Code.~~
 - ~~— z. Inducing Person under eighteen years of age to patronize a prostitute, section 18-5611, Idaho Code.~~
 - ~~aa. Any felony punishable by death or life imprisonment.~~
 - ~~bb. Attempt, section 18-306, Idaho Code, conspiracy, section 18-1701, Idaho Code, or accessory after the fact, section 18-205, Idaho Code, to commit any of the crimes designated in this subsection.~~
422. Been classified as a voluntary patient or involuntary patient pursuant to Chapter 3, Title 66, Idaho Code, or similar provision in another jurisdiction, unless:
- a. Such Person has been released from, and is no longer under, any form of treatment in relation to such classification, and
 - b. Such Person has been examined by at least one (1) professional licensed to evaluate mental health and such professional certifies that the Person is no longer mentally ill and presents no threat or danger to any Child. Such examination shall not be at City expense.
533. Had his or her parental rights restricted or terminated by a Child protection action under Idaho Code, Section 16-1601 et seq., or Child custody termination action under Idaho Code, Section 16-2001 et seq.
644. ~~A~~Where a registered sex offender residinges on the Premises where Day Care services are provided.
- B. Where Applicant, Licensee, Owner, Director, Staff, individual thirteen (13) years of age or older who have unsupervised direct contact with children or are regularly residing at on the Premises, managing agent of a corporation, or active partner of a partnership has b: ~~—~~Been found guilty of, plead guilty to, or received a withheld judgment, or admitted to the elements of any of the crimes enumerated in I.C. 39-1113(3), the following enumerated crimes, or any substantially similar provision ~~of foreign criminal violation in another jurisdiction,~~ notwithstanding the form of judgment(s) ~~for any offense involving neglect or any physical injury to, or other abuse of a child, or any of the following offenses or a similar provision in another jurisdiction,~~ for a period of five (5) years immediately preceding the date of application for license or renewal:
- ~~1. Aggravated assault, section 18-905, Idaho Code.~~
 - ~~— 2. Aggravated battery, section 18-907(1), Idaho Code.~~
 - ~~— 3. Burglary, section 18-1401, Idaho Code.~~
 - ~~— 4. Felony theft, sections 18-2403 and 18-2407(1), Idaho Code.~~
 - ~~— 5. Forgery of a financial transaction card, section 18-3123, Idaho Code.~~
 - ~~— 6. Fraudulent use of a financial transaction card or number, section 18-3124, Idaho Code.~~
 - ~~— 7. Forgery or counterfeiting, Chapter 36, Title 18, Idaho Code.~~
 - ~~— 8. Misappropriation of personal identifying information, section 18-3126, Idaho Code.~~
 - ~~— 9. Insurance fraud, section 41-293, Idaho Code.~~

- ~~10. Damage to or destruction of insured property, section 41-294, Idaho Code.~~
 - ~~11. Public assistance fraud, section 56-227, Idaho Code.~~
 - ~~12. Provider fraud, section 56-227A, Idaho Code.~~
 - ~~13. Attempted strangulation, section 18-923, Idaho Code.~~
 - ~~14. Misdemeanor injury to a child, section 18-1501(2), Idaho Code.~~
 - ~~15. Felony domestic violence, section 18-918, Idaho Code.~~
 - 16. Any felony violation (~~felony or misdemeanor~~) of the Uniform Controlled Substances Act, Chapter 27, Title 37, Idaho Code. An individual must have pled guilty, been found guilty or received a withheld judgment to be denied under any misdemeanor violation of the Uniform Controlled Substance Act Chapter 27, Title 37, Idaho Code.
 - ~~172. Grand theft, section 18-2407(1), Idaho Code.~~
 - ~~18. The provision of Day Care exclusively for a child or children related to the person providing care, except as subject to the requirements of the Idaho Child Care Program for persons receiving benefits thereunder.~~
 - ~~193. Disseminating obscene material to minors, as defined in sections 18-1513 through 18-1515, Idaho Code.~~
 - ~~204. Arson, as defined in sections 18-801 through 18-803, Idaho Code.~~
 - ~~21. Transporting a minor in a motor vehicle while under the influence, section 18-1501(3), Idaho Code.~~
 - ~~225. Driving under the influence of alcohol, drugs, or other intoxicating substances, section 18-8004, Idaho Code.~~
 - ~~203. Excessive alcohol concentration, section 18-8004C, Idaho Code.~~
 - ~~246. Aggravated driving while under the influence of alcohol, drugs, or any other intoxicating substances, section 18-8006, Idaho Code.~~
 - ~~257. Reckless driving, section 49-1401(1), Idaho Code.~~
 - ~~26. Persons under the age of twenty one (21) not allowed to purchase, attempt to purchase, or otherwise consume or possess any alcoholic beverage, section 23-604, Idaho Code.~~
 - ~~27. Persons under the age of twenty one (21) not allowed to purchase, attempt to purchase, possess, serve, dispense, or consume beer, wine or other alcoholic liquor, section 23-949, Idaho Code.~~
 - ~~28. Violation of City open container law. Moscow City Code Title 10, Chapter 1, Section 12.~~
 - ~~298. Any felony as defined by Idaho Code, Section 18-111 and 18-111A, other than those listed in Subsection A.1. hereinabove.~~
 - ~~309. Any crime of physical violence against persons, other than those listed in Section A.1. hereinabove.~~
 - ~~3410. Attempt, section 18-306, Idaho Code, conspiracy, section 18-1701, Idaho Code, or accessory after the fact, section 18-205, Idaho Code, to commit any of the crimes designated in this subsection.~~
- C. For any Premise, unless all applicable codes, and other pertinent provisions of all City ordinances, including health requirements herein, as far as can be determined, are being complied with.
- D. For any Applicant, Licensee, Owner, Director, Staff, or individual thirteen (13) years of age or older presiding who have unsupervised direct contact with children or are regularly -at-on the Premises, where there is evidence demonstrating to the City that health or safety problems exist or are probable. No Applicant, Licensee, Owner, Director, Staff, or individual who have

unsupervised direct contact with children or are regularly residing at on the Premises shall be qualified to receive a license under this Chapter for a period of no less than one (1) year from the date of the health and/or safety problems which resulted in denial, ~~or~~ revocation, or suspension of a license under this Chapter.

- E. For any Applicant, Licensee, Owner, Director, Staff, or individual who have unsupervised direct contact with children or are regularly residing at on the Premises, who has supplied false or misleading information, failed or refused to disclose any information required on the application form, or refused to authorize the police investigation required herein. No Applicant, Licensee, Owner, Director, Staff, or individual who have unsupervised direct contact with children or are regularly residing at on the Premises shall be able to apply to receive a license under this Chapter for a period of less than six (6) months from the date of the denial, suspension, or revocation of the license under this Subsection.
- F. For any Applicant, Licensee, Owner, Director, Staff, or individual who have unsupervised direct contact with children or are regularly residing at on the Premises, who has violated any of the provisions of this Chapter during licensure other than Subsection A of the “Denial of License” Section of this Chapter. No Applicant, Licensee, Owner, Director, Staff, or individual who have unsupervised direct contact with children or are regularly residing at on the Premises shall be qualified to receive a license under this Chapter for a period of less than six (6) months from the date of the denial, ~~or~~ suspension, or revocation of the license under this Subsection.

(Ord. 2005-06, 02/07/2005; 2008-06, 05/05/2008; 2009-25, 12/21/2009; 2010-05, 03/01/2010; 2010-13, 07/06/2010; 2011-06, 06/20/2011)

Sec. 10-9. Issuance of License.

- A. Upon receipt of an application presented in due form to the Clerk-Moscow Police Department which shows that such Applicant possesses all of the qualifications and none of the disqualifications herein and meets all of the requirements of this Code, the City shall issue such license to the Applicant. A Day Care Facility license shall be issued for an initial term to expire March 1 of the following year.
- B. All licenses shall be in such form as the City may prescribe and shall contain the name, address, place of business, and date of expiration of such license and shall be authenticated by the signature of the Clerk, Deputy City Clerk, Building Official or Designee. The Day Care Facility license shall be posted in a conspicuous place at the Day Care Facility. A Day Care Poster shall also be posted in a conspicuous place within all licensed Day Care Facilities.
- C. The names of all Staff and all individuals thirteen (13) years of age or older who have unsupervised direct contact with children or are regularly residing at on the Premises shall be provided to the ~~office of the Clerk~~ Moscow Police Department within five (5) days of their initial hire date and/or establishment of residence. Fingerprints shall be provided to the Moscow Police Department for each such staff member and ~~or~~ people who have unsupervised direct contact with children or are regularly resident on the premises.

(Ord. 2005-06, 02/07/2005; 2008-06, 05/05/2008; 2009-25, 12/21/2009)

Sec. 10-10. Fee.

Fee to be paid upon issuance or renewal of any license issued pursuant to this Chapter shall be set from time to time by resolution duly passed and adopted by the Council.

(Ord. 2005-06, 02/07/2005)

Sec. 10-11. Day Care Facility License Renewal.

Any Day Care Facility license issued by the City may be renewed for an additional one (1) year upon the same terms and subject to the same application and requirements as provided herein. In order to be eligible for renewal, the applicant for a Day Care Facility license shall present a completed application accompanied by the renewal fee at least thirty (30) days prior to license expiration. Whenever the Licensee desires to effect a change or addition of Premises or to renew the license, the Licensee shall notify the ~~Clerk-Moscow Police Department or designee~~ and make application for a license in the same manner as in the first application, except that investigation provided for in the "Investigation" Section of this Chapter may be waived by the City where the Licensee provides an affidavit not less than thirty (30) days prior to the change or addition of Premises or expiration of the license asserting compliance to all requirements herein with the application for renewal. Inspection of a new Premise shall not be waived. No license issued by the City shall be assignable or transferable. The fee to be paid for license renewal and a fee for tardy applications shall be set from time to time by Resolution of the Council.
(Ord. 2005-06, 02/07/2005; 2009-25, 12/21/2009; 2010-13, 07/06/2010)

Sec. 10-12. Day Care Provider License Renewal.

A Day Care Provider License issued under this Chapter shall be valid for one (1) year from the date of issuance. In order to be eligible for renewal, the applicant for a Day Care Provider license shall present a completed application accompanied by the renewal fee at least thirty (30) days prior to license expiration. The provider must have a current infant CPR/First Aid certification and have completed a minimum of twelve (12) hours of training within the last year. The fee to be paid for license renewal and a fee for tardy applications shall be set from time to time by Resolution of the Council.
(Ord. 2005-06, 02/07/2005; 2008-06, 05/05/2008)

Sec. 10-13. License Revocation and Duty to Notify of Ineligibility.

- A. A Day Care Facility license shall be revoked immediately whenever it is determined that the Licensee would be denied under the "Denial of License" Section of this Chapter.
 - B. Every licensed Day Care Provider shall notify the City of any change in circumstance which renders the information on the application for Day Care license incorrect within five (5) business days of such change or such Day Care license shall be revoked immediately and such license shall be automatically null and void.
 - C. If a license application is revoked or denied because of a disqualification contained in the "Denial of License" Section of this Chapter, no ~~permanent~~ license shall be issued to an Applicant until the expiration of the time period for such disqualification ~~and such Applicant shall be ineligible for a temporary license.~~
- (Ord. 2005-06, 02/07/2005; 2010-05, 03/01/2010)

Sec. 10-14. Notice.

- A. Prior to the revocation, suspension, or denial of renewal of a license as required herein, the ~~Clerk-Moscow Police Department or designee~~ shall provide written notice of such revocation, suspension, or denial of renewal to the Licensee or Applicant, as the case may be. Such written notice shall be sent by certified mail or hand delivery to the address provided in the application or to the address of the Day Care Facility filed by such Licensee or Applicant. Such written notice shall state the reason(s) for such revocation, suspension, or

denial and shall state that such Licensee or Applicant may request an appeal hearing as provided herein. Notice of revocation or denial of renewal is effective on the date such notice is ~~placed in a mailbox controlled by the United States Postal Service or is hand~~-delivered to Licensee or Applicant.

- B. When the City certifies that there is an immediate danger to life or health of a Child, the Day Care Facility license or application may be immediately and summarily revoked, suspended, or denied. Under such conditions, notice of such revocation or denial will be given as soon as practicable thereafter.
- C. Failure by the City to give notice as provided herein shall not establish a right to a license under this Chapter.

(Ord. 2005-06, 02/07/2005; 2009-25, 12/21/2009; 2010-13, 07/06/2010)

Sec. 10-15. Appeals.

- A. If a license is revoked, or a license renewal or an application is denied for a reason other than disqualification under Subsection (A) or (B) of the “Denial of License” Section of this Chapter, the Licensee or Applicant may give notice of appeal of such revocation or denial to the City within ten (10) calendar days from the date the notice of revocation or denial was given. If a license application is revoked or denied because of disqualification of the Applicant or Licensee under Subsection (A) or (B) of the “Denial of License” Section of this Chapter, such disqualification shall not be waived.
- B. Notice of appeal shall be in writing and delivered to the City Clerk. The City Council shall then set a time and place for such hearing and the City Clerk shall inform the Licensee or Applicant of the hearing date in writing, at least five (5) business days prior to such hearing.
- C. The City Council may direct the City Clerk to issue a license which has been revoked or denied upon a finding of good cause for the issuance of such license.
- D. Failure by an Applicant, person appealing, or their representative, to appear before the City Council at the time scheduled to hear such appeal shall result in the automatic denial of such appeal.

(Ord. 2005-06, 02/07/2005; 2010-05, 03/01/2010; 2010-13, 07/06/2010; 2012-20, 09/17/2012)

Sec. 10-16. Insurance and Liability; Prepayment.

- A. Each Facility required to be licensed shall maintain liability insurance in the amount of ~~three~~ five hundred thousand dollars per occurrence/~~six hundred thousand~~ one million dollars aggregate (\$~~300~~500,000/\$~~600~~1,000,000) with the City listed as an additional insured for each licensed Day Care Facility and Premises.- All policies of insurance shall require thirty (30) days’ notice to the City by certified or regular mail of any cancellation or change affecting an interest or coverage. A current certificate of insurance shall be kept on file with the ~~Clerk~~ Moscow Police Department or designee at all times.- The Licensee shall be responsible for all activities associated with the Day Care Facility and Premises, including the actions and inactions of every Person, Owner, Licensee, Director, Staff, Volunteer, Child, employee and individual, and shall hold the City harmless for same and shall indemnify and defend any claim filed against the City relating to all activities associated with the Day Care Facility and Premises and the provision of Day Care. Where Day Care is provided in a residence, an Applicant or Licensee may apply to Council for a waiver or modification of the insurance provisions in this Section.

- B. The issuance of a Day Care Facility license shall not constitute a representation or affirmation to any Person that the Day Care Facility to which a license is issued is free from risk with regard to the standards herein. The City shall not be liable for nor shall a cause of action exist for any loss or damage based upon the failure of any Person to meet the standards contained in this Ordinance.
- C. If the City receives notice of cancellation of a Licensee's liability insurance more than two (2) times during any one (1) year of licensure, such Licensee shall prepay the insurance policy for a minimum of twelve (12) months and shall provide proof of such prepayment to the ~~Clerk~~ Moscow Police Department or designee by the end of the next business day following the City's receipt of such notification. Failure to provide such proof of prepayment shall cause the license to be immediately revoked and the license shall be automatically null and void.
- (Ord. 2005-06, 02/07/2005; 2010-13, 07/06/2010; 2011-03, 05/16/2011)

Sec. 10-17. Health Requirements.

- A. All Staff on the Premises of a Day Care Facility shall certify that each is in good health and that each has received required immunization against communicable disease. Any Director, Staff member of a Day Care Facility, Volunteer, or employee diagnosed with a communicable disease must not be present at a Day Care Facility until such disease is no longer communicable as declared by a licensed physician.
- B. 1. Within fourteen (14) days of a child's initial attendance at any licensed Day Care Facility, the parent or guardian shall provide ~~a statement~~ an immunization record to the Director of the Day Care Facility regarding the child's immunity to certain childhood diseases. This ~~statement record, shall provide a certificate~~ signed by a physician or ~~a the physician's~~ representative or another licensed health care professional, shall verify of a health district, that the child has received, or is in the process of receiving immunizations as specified by the state board of health and welfare, or can effectively demonstrate immunity through verification in a form approved by the City gained through prior contraction of the disease. Immunizations required and the manner and frequency of their administration shall conform to recognized standard medical practices in the State.
2. Any minor child whose parent or guardian has submitted to the Director of a licensed Day Care Facility a certificate signed by a physician licensed by the state board of medicine stating that the physical condition of the child is such that all or any of the required immunizations would endanger the life or health of the child shall be exempt from the provisions of this Section. Any minor child whose parent or guardian has submitted a signed statement to the licensed Day Care Facility stating their objections on religious or other grounds shall be exempt from the provisions of this section.
- C. Every dog, cat, and ferret over four (4) months of age present in a licensed ~~or registered~~ Day Care Facility shall be vaccinated against rabies and every owner of every such dog, cat and/or ferret shall retain proof of current vaccination.
- (Ord. 2005-06, 02/07/2005; 2012-20, 09/17/2012)

Sec. 10-18. Inspection.

Every Licensee shall keep and maintain such records as are required by the City, including employee and Staff records. Every Licensee shall, at all times during business hours, open the Day Care Facility records and each and every portion of the licensed Premises for inspection by the Moscow Police Department and other City departments for the purpose of inspection and

enforcement of any provision herein. The Clerk-Moscow Police Department and/or City staff shall have the absolute right to enter the Premises of any Licensed ~~or Registered~~ Day Care Facility during business hours as often as is necessary to secure compliance with or to prevent a violation of this Chapter. The Clerk-Moscow Police Department and/or City staff may initiate administrative and/or criminal action to enforce this Chapter.
(Ord. 2005-06, 02/07/2005; 2010-13, 07/06/2010; 2012-20, 09/17/2012)

Sec. 10-19. Standards.

- A. 1. Every licensed Day Care Facility, Licensee, Director and Staff shall comply with all safety standards in the area of the day care facility in which day care is being provided as set forth in Idaho Code Title 39, Chapter 11, Section 39-1109, and such other requirements as the Council may enact by Resolution.
2. Every licensed Day Care Facility shall also provide:
- a. ~~Adequate fire and smoke alarms;~~
 - ~~b. A functional telephone located on the Day Care Facility Premises during the hours of operation;~~
 - ~~c. Adequate fire extinguishers;~~
 - ~~d. Adequate exits;~~
 - ~~e. Firearms or weapons which are stored on the Premises of a Day Care Facility must be kept in a locked container that is inaccessible to children while Day Care attendees are present;~~
 - ~~f. Pools, hot tubs, ponds and other bodies of water that are on the Day Care Facility Premises must provide the following safeguards:~~
 - ~~(1) The area surrounding the body of water shall be fenced and locked in a manner that prevents access by children and meets the following requirements:~~
 - ~~(a) The fence must be at least four feet (4') high with no vertical opening more than four inches (4") wide, be designed so that a young child cannot climb or squeeze under or through the fence, surround all sides of the pool and have a gate that is self-closing and that has a self-latching mechanism in proper working order out of the reach of young children;~~
 - ~~(b) If the building forms one (1) side of the barrier for the pool, all doors that provide unrestricted access to the pool must have alarms that produce an audible sound when the door is opened;~~
 - ~~(c) Furniture or other large objects shall not be left near the fence in a manner that would enable a child to climb on the furniture or other large object and gain access to the pool; and~~
 - ~~(2) If the area surrounding a pool, hot tub, pond or other body of water is not fenced and locked, there shall be a secured protective covering that will not allow access by a child;~~
 - ~~(3) Wading pools must be empty when not in use;~~
 - ~~(4) Children must be under the direct supervision of at least one (1) adult at all times while using a pool, hot tub, pond or other body of water; and~~
 - ~~(5) A minimum of a four foot (4') high fence shall be present that prevents access from the Day Care Facility Premises if the Day Care Premises are adjacent to a body of water; and~~
 - ~~g. The Day Care Facility shall provide o~~Open space for outdoor play. A minimum of one hundred (100) square feet per child is required. This area shall be adjacent to the Day Care Facility and shall provide a safe play area that can be easily maintained and is accessible for use by children.

- b. Visitation. Any parent or guardian shall have the absolute right to enter the premises of any facility during the period of care for the parent's or guardian's child or children. Any failure or refusal to allow entry to a parent or guardian may be grounds for suspension or revocation of the license. If a parent or guardian has been granted limited or has been denied visitation rights by a court of competent jurisdiction, this section shall not confer a right to visitation.
- B. Every licensed Day Care Facility shall comply with all health standards as set forth in Idaho Code Title 39, Chapter 11, Section 39-1110, and such other requirements as the Council may ~~create~~ enact by Resolution.
- C. Every licensed Day Care Facility, Licensee, Director and Staff shall conform to the requirements herein and all other applicable Titles and Chapters of this Code, except that no fire standards adopted by City Council that are applicable to this Day Care Facility Ordinance shall be more stringent than the standards contained in the International Fire Code, as adopted by the State of Idaho.
- D. Every licensed Day Care Facility, Licensee, Director and Staff shall conform to all life safety standards found in all applicable uniform standard codes which are adopted by the City as of the date of application for license, except for the Child-Staff ratios as modified in the Section of this Chapter entitled "Child-Staff Ratios".
- E. Every licensed Day Care Facility having a flame source utility on its Premises shall have a carbon monoxide detector properly operating at all times within any enclosed area on every level or floor where children are present.
- F. Every Day Care Facility Owner, Licensee, Director and Staff shall be required to obtain and keep current Red Cross, American Heart Association, or equivalent first aid treatment certification and child/infant cardiopulmonary resuscitation (CPR) and pediatric rescue breathing certification prior to licensure and shall keep such certifications current. Additionally, at least one (1) such certified adult shall be present at every Day Care Facility at all times a child is present at the Day Care Facility.
- G. The minimum age of any Director shall be twenty-one (21) years of age, ~~except in a Family Day Care Facility where the Director is the only adult individual present on a regular basis. In this latter case, the Director shall be at least eighteen (18) years of age.~~ At least one (1) employee eighteen (18) years of age or older shall be present at all times when a child or children are in attendance at a Day Care Facility. Day Care Facility Applicants and Licensees shall be precluded from hiring employees under fourteen (14) years of age.
- H. Every Day Care Facility Licensee, Director and Staff member shall be required to acquire four (4) hours or more of training in early childhood development and/or children's health and safety within thirty (30) days of employment in such Facility and shall thereafter obtain ~~four (4)~~ twelve (12) hours or more of such training on an annual basis. Such training within twelve (12) months prior to employment shall satisfy this requirement for the first year of employment. Proof of training shall be submitted to and approved by the City. The annual training required under this Subsection shall be in addition to the first aid and CPR requirement listed elsewhere in this Section.
- I. No Owner, Licensee, Director, or Staff member shall directly or indirectly:
1. Use or permit the consumption or use of any alcoholic beverage or smoking on the Premises while the children are present or are being cared for; or
 2. Possess, use or permit the possession or use of any unlawful drug or narcotic, including marijuana, on the Premises; or:

3. Use or permit a Volunteer or employee with a temporary license to provide Day Care to a Child without the physical presence and direct supervision of a Licensee, Owner, Director or licensed Staff member.
- J. Every sleeping or resting child shall be ~~heard~~ monitored at all times by at least one (1) Owner, Licensee, Director, or Staff, either in person or via live feed ~~audio~~ electronic equipment.
(Ord. 2005-06, 02/07/2005; 2008-06, 05/05/2008; 2009-25, 12/21/2009; 2010-13, 07/06/2010; 2011-06, 06/20/2011; 2012-20, 09/17/2012)

Sec. 10-20. Child-Staff Ratios.

- A. 1. A minimum Child-Staff ratio of one (1) Director and/or Staff for every ~~ten (10)~~ Twelve (12) points ~~or any fraction in excess thereof or fewer~~ shall be maintained by a Day Care Facility at all times on the Premises, indoors, outdoors, on field trips and during rest periods. Any point(s) or fraction of points greater than ~~ten (10)~~ twelve point zero (~~10.0~~ 12.0) requires the presence of one (1) additional Director and/or Staff ~~for every ten (10) points or any fraction in excess thereof~~ as determined from the following chart:

Age of Child	Points Per Child*
0 to less than 12 <u>21</u> years	34 <u>2</u>
21 to less than 3 years	2
3 to less than 5 years	1
5 to less than 13 <u>7</u> years	.5 <u>0.83</u>
7 to less than 13 years	0.66
13 years and over	0 (zero)

*Example: A Day Care Facility with ~~three (3)~~ four (4) ~~one-year~~ ten-month-olds (~~9~~ 12 points) ~~and one (1) four-year old (1 point)~~ must maintain a Director and/or Staff of one (1). The enrollment of ~~an eight~~ a five-year-old Child (~~.66~~ .5) to the Day Care Facility requires the addition of another Staff member.

2. Each Director and each Staff member on the Premises who is providing direct care or is actively involved with children shall be considered for purposes of computing a Child-Staff ratio.
3. No unlicensed Volunteer shall be counted for purposes of computing a Child-Staff ratio.
4. It shall be a violation of this Chapter to operate a licensed Day Care Facility with a Child-Staff ratio not in compliance with this Section.
- B. 1. On days where the school district in which a child resides holds classes, the number of children may be increased with the addition of school aged children (first grade and up) from 3:00 p.m. until 6:00 p.m. without affecting the classification of Day Care Facility, as set out herein. On days where the school district in which a child resides declares teacher work days, snow days, vacation days or otherwise cancels classes, the number of children may be increased with the addition of school-aged children (first grade and up) without affecting the classification of Day Care Facility as set out herein.
- Family Day Care Facility - up to four (4) additional children.
 - Group Day Care Facility - up to five (5) additional children.
 - Small Day Care Facility - up to six (6) additional children.
 - Large Day Care Facility – up to seven (7) additional children.
2. Children, for purposes of this Subsection, shall include (a) every school-aged child of the Owners, Licensee, Director, and Staff present at a Day Care Facility; (b) children receiving

direct care and supervision in such child's or legal guardian's own home; and (c) children who are Related.
(Ord. 2005-06, 02/07/2005; 2009-25, 12/21/2009; 2010-05, 03/01/2010; 2010-13, 07/06/2010; 2011-06, 06/20/2011; 2012-20, 09/17/2012)

Sec. 10-21. No City Liability Created.

The issuance of a license by the City pursuant to this Chapter shall not constitute a representation of affirmance to any person that the Day Care Facility or person to whom a license is issued is free from risk with regard to the standards in this Chapter. The City shall not be liable for, nor shall a cause of action exist, for any loss or damage based upon the failure of any person to meet the standards contained in this Chapter, unless otherwise provided by Idaho Code or Federal law.
(Ord. 2011-06, 06/20/2011)

Sec. 10-22. Penalties and Additional Fees.

- A. Any person violating any of the provisions of this Chapter shall be guilty of a misdemeanor and, upon conviction thereof in a court of competent jurisdiction, shall be punished pursuant to this Code and the Idaho Code. Each day of the violation shall be considered a separate offense.
 - B. Any Applicant, Owner, Director, Staff or Person convicted of a violation of this Chapter shall be denied a license and any current license shall be revoked.
 - C. The ~~Clerk~~ Moscow Police Department may charge a Day Care Facility Licensee an administrative fee for every contact or inspection required to ensure compliance with this Chapter where such contact or inspection is in excess of those necessary to process the license initially. Such administrative fee shall be established from time to time by resolution duly adopted by the Council, and shall be in addition to any other fee(s) and/or fine(s). Failure to pay such administrative fee shall result in revocation of the license for which such contact or inspection is required.
- (Ord. 2005-06, 02/07/2005; 2011-06, 06/20/2011)

SECTION 3: SEVERABILITY. Provisions of this Ordinance shall be deemed severable and the invalidity of any provision of this Ordinance shall not affect the validity of remaining provisions. The remaining sections of Title 9, Chapter 10 shall be in full force and effect.

SECTION 4: EFFECT ON OTHER ORDINANCES. Where the definitions contained in this Ordinance are in conflict with relevant portions of the City of Moscow, Idaho, Municipal Code, the definitions contained within those portions of the Moscow Municipal Code will be unaffected until such time, if any, as they are amended to be consistent with this Ordinance.

SECTION 5: ENFORCEMENT. The adoption of this Ordinance shall not, in any manner, affect any prosecution for violation of any other ordinance committed prior to the effective date of this Ordinance or be construed as a waiver of any license or penalty due under any other ordinance, or in any manner affect the validity of any action heretofore taken by the City of Moscow City Council, or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this Ordinance.

SECTION 6: EFFECTIVE DATE. This Ordinance shall be effective upon its passage, approval, and publication according to law.

PASSED on Motion by the Following Vote:

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

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

Arthur D. Bettge, Mayor

CERTIFICATION and ATTESTATION. I hereby certify that the above is a true copy of an Ordinance passed at a regular meeting of the City Council, City of Moscow, held on _____ and attest to the Mayor's signature.

Laurie M. Hopkins, City Clerk

CITY COUNCIL STAFF REPORT

DATE: Monday, September 19, 2022



AGENDA ITEM TITLE

Update to the 2016 Bike Route and Facilities Plan (ACTION ITEM) - Cody Riddle

RESPONSIBLE STAFF

Cody Riddle, Deputy City Supervisor - Community Development

REVIEWED BY

Public Works and Finance Committee

ADDITIONAL PRESENTER(S)

Tyler Palmer, Deputy Director - Operations

OTHER RESOURCES

None

DESCRIPTION

The City's Bike Route and Facilities Plan was adopted by resolution in June of 2016. The plan identifies specific routes and treatments for bicycle facilities. Since adoption, City staff have been working to implement the plan, and to date a significant number of the improvements have been completed.

City staff and leadership receive regular feedback, both positive and negative, on the impacts associated with the installation of bike facilities. Based on this, and knowledge gained through implementation and operation of facilities, staff presented a series of recommended changes to the Transportation Commission on August 11th and September 8th of 2022. The Commission unanimously supported the proposed changes. The Public Works and Finance Committee reviewed the changes on September 12th and recommended approval.

STAFF RECOMMENDATION

Approve the resolution updating the Bike Route and Facilities Plan.

PROPOSED ACTIONS

PROPOSED ACTIONS: Approve the resolution to adopt changes to the Bike Route and Facilities Plan; or take other action deemed appropriate.

FISCAL IMPACT

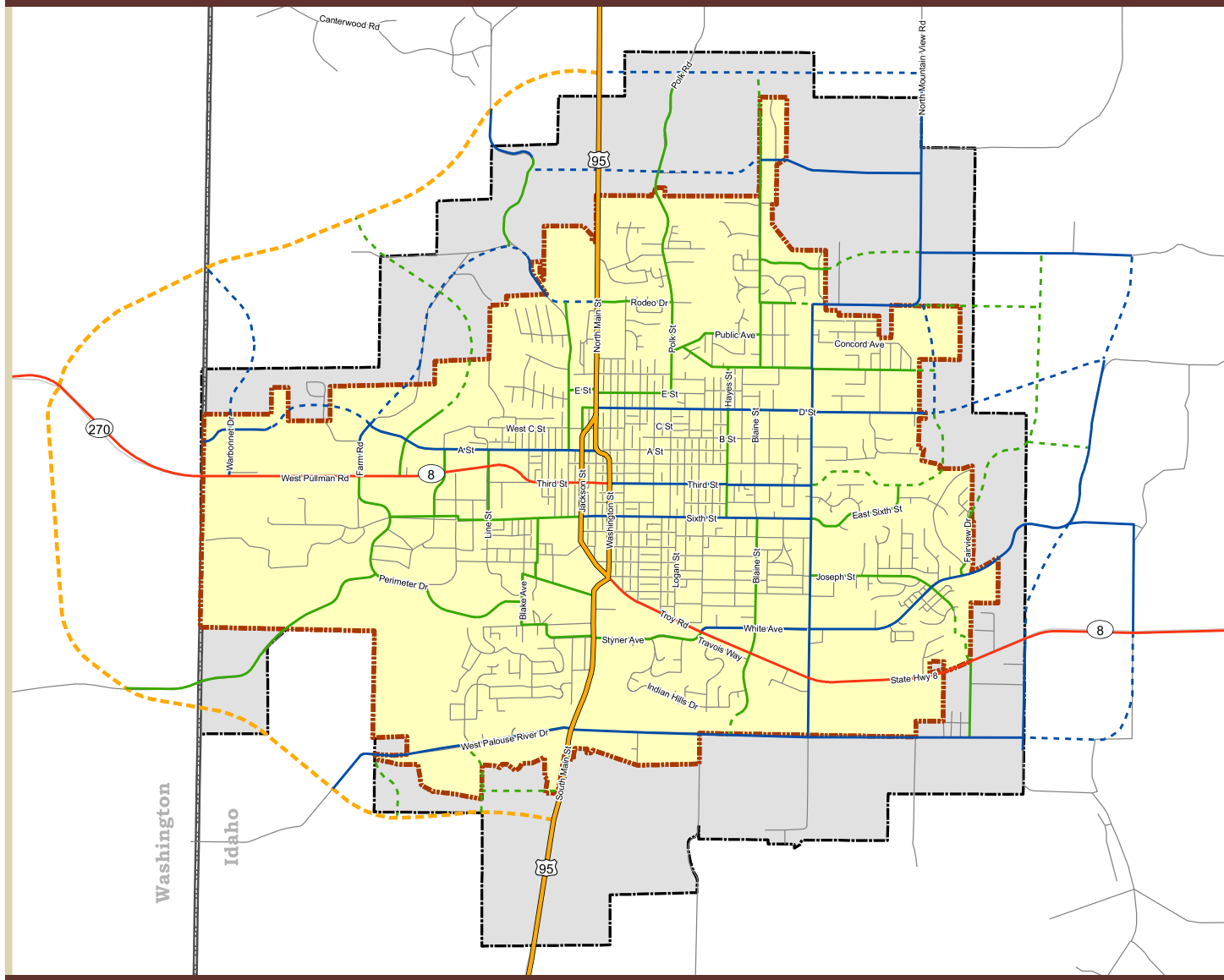
PERSONNEL IMPACT

None

ATTACHMENTS

1. Thoroughfare Plan (For Reference)
2. 2016 Bike Facilities Plan (Currently Adopted)
3. Transportation Commission Minutes 8-11-22
4. Key Map of Proposed Changes to Bike Facilities Plan
5. Resolution 2022 - Update to Bike Facilities Plan _ Final with Map

Thoroughfare Plan



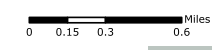
THOROUGHFARE PLAN

- National Highway
- Alt Highway 8 Align
- Alt Highway 95 Align
- Principal Arterial
- Minor Arterial
- Proposed Minor Arterial
- Collector
- Proposed Collector

BOUNDARIES, WATER, & INFRASTRUCTURE

- City Limits
- State Border
- Area of City Impact

Note: Proposed future roadway locations are approximate and ultimate roadway locations will be determined at the time of development based upon topography, existing development, property boundaries and proposed development needs.



CITY OF MOSCOW

2016 BIKE ROUTE AND FACILITIES PLAN

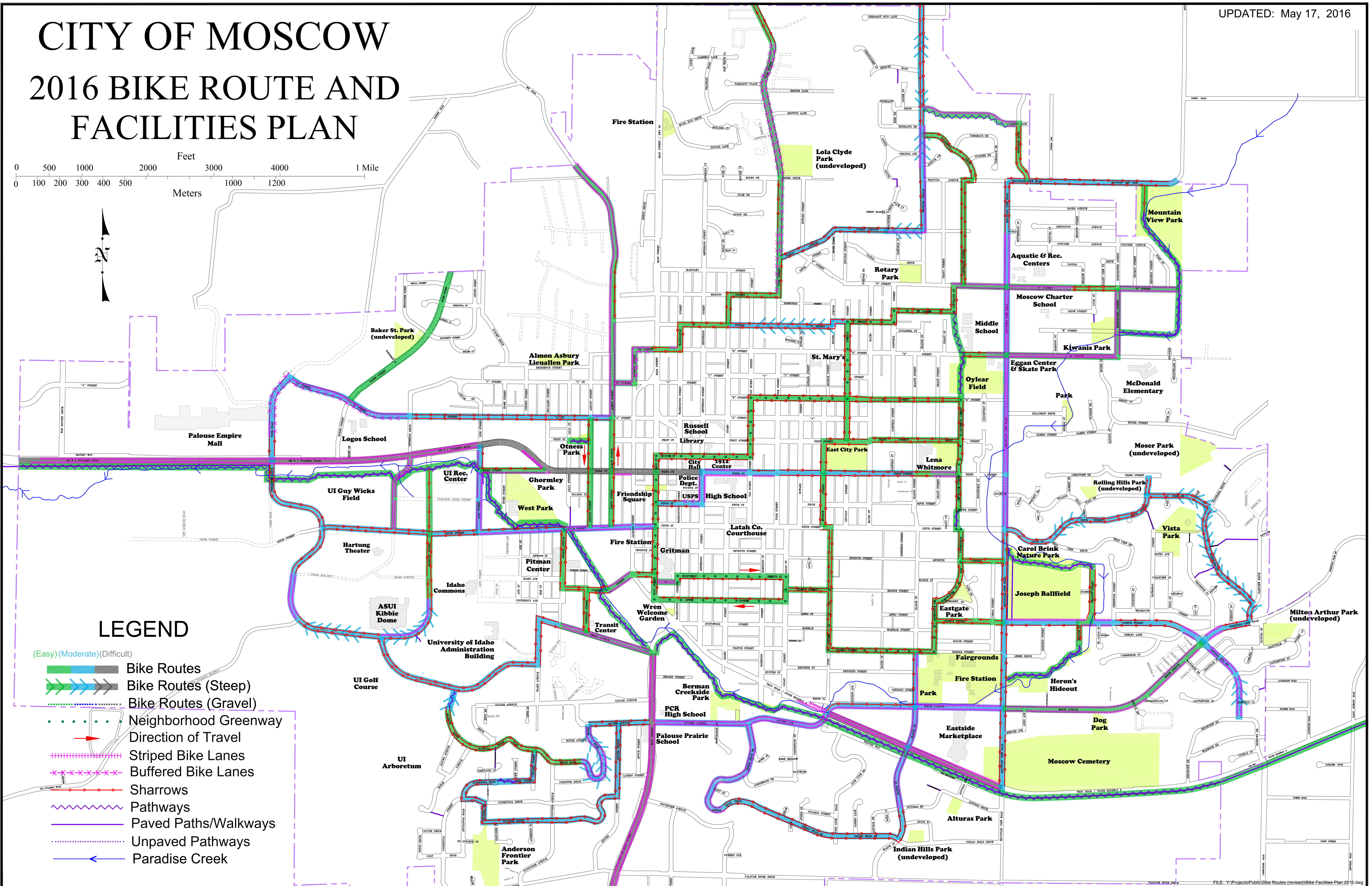
UPDATED: May 17, 2016

0 500 1000 2000 3000 4000 1 Mile
0 100 200 300 400 500 1000 1200 Meters



LEGEND

- (Easy) (Moderate) (Difficult)
- █ Bike Routes
 - █ Bike Routes (Steep)
 - █ Bike Routes (Gravel)
 - ... Neighborhood Greenway
 - Direction of Travel
 - +++++ Striped Bike Lanes
 - xxxxx Buffered Bike Lanes
 - Sharrows
 - ~~~~~ Pathways
 - Paved Paths/Walkways
 - Unpaved Pathways
 - ← Paradise Creek



FILE: Y:\Projects\Public\Bike Routes (revised)\Bike Facilities Plan 2016.dwg

TRANSPORTATION COMMISSION



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

Regular Meeting ~Minutes~

Cody Riddle
Staff Liaison
208.883.7027

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

**Thursday
August 11, 2022**

4:00 PM

**Council Chambers
206 E. Third Street**

Bacon called the meeting to order at 4:03 PM

MEMBERS PRESENT: Robert Sanders, Chair; Erin Bacon, Randy Baukol, Ben Calabretta, Rebecca Couch, Mary DuPree, Joel Hamilton, Mike McGahan, Scott Sumner
OTHERS: Maureen Laflin, Mark Storey
STAFF: Scott Bontrager, Jennifer Fleischman, Tyler Palmer, Cody Riddle, Steve Schulte

REGULAR AGENDA

1. Approval of June 9, 2022 Minutes (ACTION ITEM)

Presentation of minutes for approval.

Hamilton moved for approval of the minutes as presented, seconded by Calabretta. Vote by Acclamation: Ayes: Bacon, Baukol, Calabretta, Couch, Hamilton, McGahan, Sumner (7). Nays: None. Abstentions: DuPree, Sanders (2). Motion carried.

2. Public Comment

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

None.

3. Regional Transportation Update – Mark Storey

Whitman County staff will provide a general planning update on some local projects, including a discussion about Sand Road.

Robert Sanders, Chair, arrived at 4:05PM and Mary DuPree arrived at 4:09PM.

Riddle introduced Mark Storey, Engineer for the Public Works Department of Whitman County, who spoke about Whitman County's long history of trying to improve Sand Road and the freight bypass study that is being pursued by Pullman. The proposed study's scope includes traffic flow through and around Pullman Downtown, as well as researching alternate routes such as Sand Road. He provided handouts of the draft study scope and a conceptual map of a Sand Road realignment.

There are two steep turns on the west side of Palouse River Drive, which are both in Idaho, that some residents have expressed concern with. The Peterson Bridge, which is directly west of the Idaho state line on Sand Road, was rebuilt around 2008. If a freight bypass route via Sand Road was selected after the study's completion, it would not include widening the road, providing bike lanes or a pathway system, but would have shoulder improvements. The furthest west end of Sand Road, where a proposed connection with Johnson Road and SR195, would need to be realigned, widened and developed further. Currently traffic moves from Sand Road to Johnson Road and then goes through Pullman.

Trucks that use Sand Road do not appear to be coming from the north, and residents on the road suggest that it is mostly farm trucks, straw trucks, and Swift trucks. Moscow's City Limit has moved west to incorporate one of the two bridges on West Palouse River Drive that was previously owned by Latah County. The proposed study could ultimately detect if any trucks could be diverted from Pullman or Moscow's Downtowns to an alternate route like Sand Road. Once Pullman publishes the transportation study results, the information would be helpful for both Moscow and Latah County. The study is estimated to be completed one year from the contraction date. There is another bypass route included in the proposed study, through downtown Pullman along the creek. There was more conversation about how a different route through Pullman could work and the distinct challenges associated with that.

Storey gave a brief update on the Airport Road Reconstruction Project, of which part is handled by the City of Pullman and the rest is being done by Whitman County. Airport Road is one of Whitman County's busiest roads, and the proposed improvements are projected to increase drivability and traffic safety. There are no plans to connect Airport Road with A Street, near Wal-mart in Moscow, but there might be a connecting road between the two in the far future. Airport Road gets too much traffic to connect with a smaller road such as A Street. Sand Road was rebuilt with Bituminous Surface Treatment (BST) in 2018 because it was the most feasible option at the time.

4. Update on Downtown Streetscape Design Project – Cody Riddle

Staff will provide an update on the project, including a preliminary schedule.

Seen as Agenda Item No. 5.

Riddle briefly reviewed the Commission on the Downtown Streetscape Design Study, inviting everyone to come to the Farmers Market to participate as citizens in providing input. The next Public Meeting is scheduled for October 18th at 5:30PM in Council Chambers. Staff will come back at a later date to procure a formal review and input from the Commissioners.

5. Review Updates to 2016 Bike Route and Facilities Plan (ACTION ITEM) – Cody Riddle, Tyler Palmer, and Steve Schulte

The City has received a number of requests for changes to the configuration of bike lanes in the community.

Staff will present a series of potential updates to the adopted plan.

Seen as Agenda Item No. 4.

Staff presented information about the Facilities Plan as described above, and explained the need for an updated plan to be recommended to City Council. Riddle went through each of the ten recommended changes for the Commissioners to review and provide input. Bike sharrows on Almon Street are proposed on both sides of the street instead of striped bike lanes, in conjunction with lowering the speed limit to 25 MPH. The bike striping process along White Avenue was recommended to be removed from the plan, as now there is a separate pedestrian multi-modal path that runs along the street to the Latah County Fairgrounds. The remainder of the pedestrian multi-modal path along White Avenue is estimated to be completed in the next several years. Blaine Street, north of Harold, is not currently on the Bike Route Plan, as the Greenway System runs parallel to Blaine Street one block to the east.

D Street, west of Mountain View Road near the Middle School, currently has sharrows that move to a multi-modal pathway and then converted to separated bike lanes, and Staff recommended that the whole length be focused on use of the expanded sidewalk. On F Street, near Eisenhower Street, the proposed configuration suggests installing bike lanes, sharrows, and then bike lanes again, and Staff recommends keeping sharrows for the last transition, all the way through to the pathway system towards Mountain View Park. Before the 2016 Bike Route and Facilities Plan was approved by City Council, it was sent out for public comment and review. The gravel section between the east end of F Street and the pathway system is difficult for inexperienced bicyclist to navigate. The Street Department will look into some paving options for that section to make that portion of the street safer for bicyclists.

Staff recommends extending the bike lanes along Mountain View Road from Public Avenue to Slonaker Drive, and then would convert to sharrows. Lanny Lane, between Slonaker Drive and Orchard Avenue, was originally planned to have a separated bike lane but Staff recommends modifying that to utilize the 10-foot wide pathway. This would have a dual benefit of opening up more parking spaces along the street for residential use, as Lanny Lane did not have bulb outs as part of the development. Orchard Avenue, near Virginia Avenue, currently has a section of sharrows that converts to a bike lane and then back to sharrows. This was intentionally done because there is a grade change that calls for a bike lane for slower moving bicyclist. The City's priority is to provide a safe route for bicyclists to traverse streets and pathways.

The Commission talked about the University of Idaho's participation with implementing the bike plan and the City has helped by providing striping when requested. Kids are commonly seen riding bicycles on the sidewalks where there are no bike facilities available, but the City would rather children be on the sidewalk of high-volume streets, or preferably use the alternate routes such as the Greenway System. The crosswalk from East City Park to First Street, across Hayes Street, was a cause of concern. There were some suggestions about how to make the crossing safer for children, such as a bulb-out at the southeast corner. Bike lanes at the corner of Mountain View Road and D Street will be rebuilt with the bulb-outs during the current Pedestrian Safety project. The City will look into adding more directional markings in the bike lanes along D Street between Mountain View Road and McDonald Elementary School. The Parks Department maintains the pathway system around Good Samaritan Society, and is scheduled for re-pavement in the next year or so.

DuPree moves to accept the proposed revisions and recommend approval of the Bike Route and Facilities Plan to City Council, seconded by Calabretta. Vote by Acclamation: Ayes: Unanimous (9). Nays: None. Abstentions: None. Motion carried.

REPORTS

- Riddle gave a report on the proposed EV charging stations and discussed the various costs associated with building it. The City is planning to pursue various grants to supplement the development costs.
- The E-Scooter roll-out is behind schedule, but they are projected to be available for use around Labor Day weekend.

ANNOUNCEMENTS

- Smart Transit has published hiring for drivers and an Executive Director.
- The D Street and Mountain View Road intersection is scheduled to be opened before school starts, but will be closed to traffic August 18th & 19th. The Mountain View Road roundabout project is running behind schedule and will not be open before school starts at the end of August. The Sixth Street Bridge Replacement project has not yet begun construction. The South Main Street highway underpass project is moving as scheduled and the final easement paperwork from Identity has been drafted. Design for the underpass will begin fall of 2022.

UPCOMING EVENTS / MEETINGS

The next regularly scheduled Transportation Commission meeting is set for September 8, 2022.

The meeting adjourned at 5:28 PM

Robert Sanders, Chair

CITY OF MOSCOW
DRAFT 2022 BIKE ROUTE &
FACILITIES UPDATE (For Discussion)

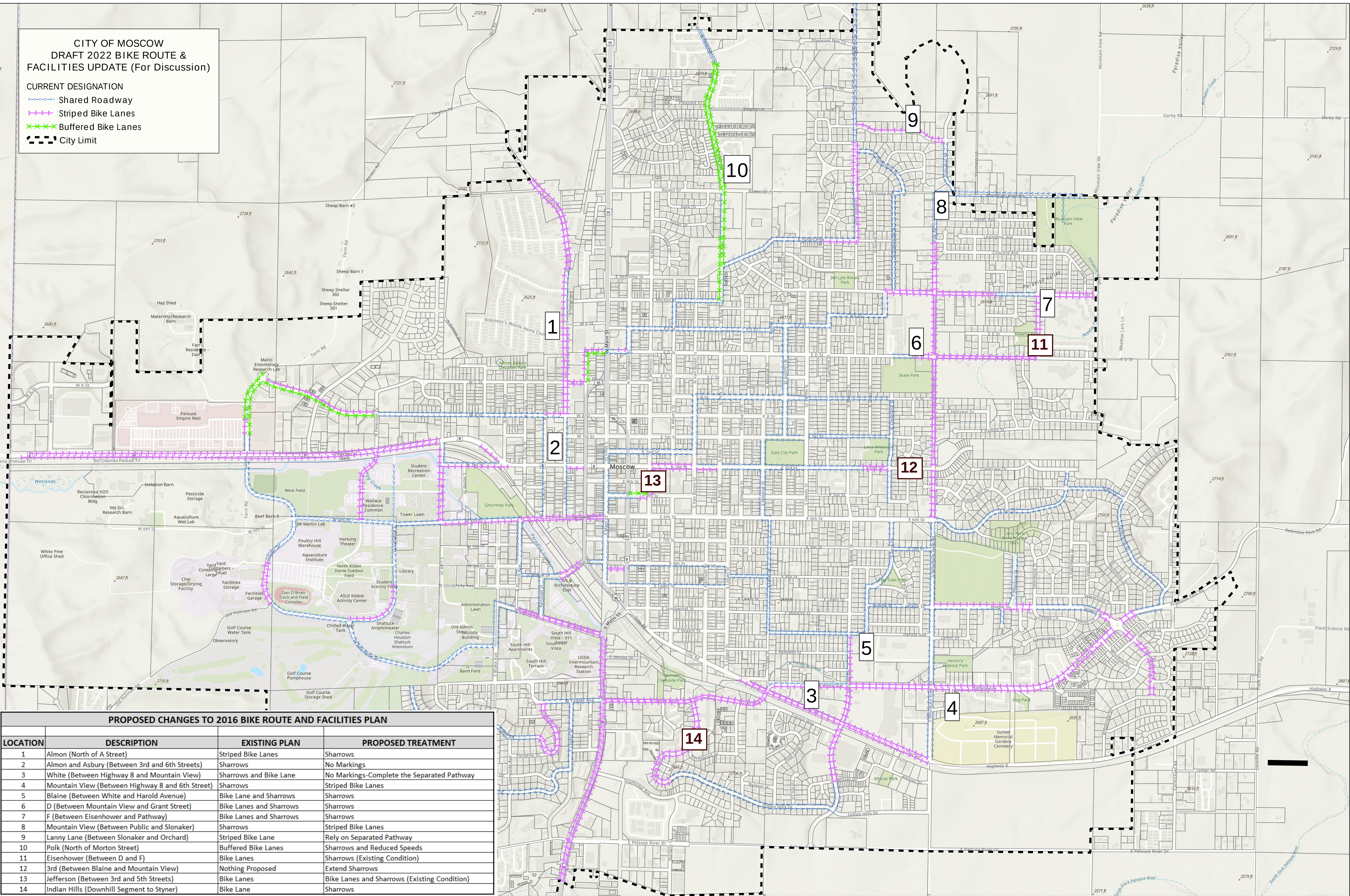
CURRENT DESIGNATION

Shared Roadway

Striped Bike Lanes

Buffered Bike Lanes

City Limit



PROPOSED CHANGES TO 2016 BIKE ROUTE AND FACILITIES PLAN			
LOCATION	DESCRIPTION	EXISTING PLAN	PROPOSED TREATMENT
1	Almon (North of A Street)	Striped Bike Lanes	Sharrows
2	Almon and Asbury (Between 3rd and 6th Streets)	Sharrows	No Markings
3	White (Between Highway 8 and Mountain View)	Sharrows and Bike Lane	No Markings-Complete the Separated Pathway
4	Mountain View (Between Highway 8 and 6th Street)	Sharrows	Striped Bike Lanes
5	Blaine (Between White and Harold Avenue)	Bike Lane and Sharrows	Sharrows
6	D (Between Mountain View and Grant Street)	Bike Lanes and Sharrows	Sharrows
7	F (Between Eisenhower and Pathway)	Bike Lanes and Sharrows	Sharrows
8	Mountain View (Between Public and Slonaker)	Sharrows	Striped Bike Lanes
9	Lanny Lane (Between Slonaker and Orchard)	Striped Bike Lane	Rely on Separated Pathway
10	Polk (North of Morton Street)	Buffered Bike Lanes	Sharrows and Reduced Speeds
11	Eisenhower (Between D and F)	Bike Lanes	Sharrows (Existing Condition)
12	3rd (Between Blaine and Mountain View)	Nothing Proposed	Extend Sharrows
13	Jefferson (Between 3rd and 5th Streets)	Bike Lanes	Bike Lanes and Sharrows (Existing Condition)
14	Indian Hills (Downhill Segment to Styner)	Bike Lane	Sharrows

RESOLUTION NO. 2022 – ____

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ADOPTING THE 2022 BIKE ROUTE AND FACILITIES PLAN ESTABLISHING DESIGNATED BIKE ROUTES AND PROPOSED FACILITY INFRASTRUCTURE; PROVIDING THIS RESOLUTION TO BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

WHEREAS, in July 2014, the City adopted the Moscow Multimodal Transportation Plan “Moscow on the Move”; and

WHEREAS, Chapter 5 of the Transportation Plan presents strategies and projects to address challenges and barriers to walking and bicycling in Moscow; and

WHEREAS, the Transportation Plan recommends the development of a variety of facilities useable by people of all ages and abilities, including the expansion of the bicycle network; and

WHEREAS, the City wishes to promote the use of bicycles as a healthy, cost effective, and sustainable approach for mobility of the community for recreational and commuting purposes; and

WHEREAS, the City adopted the 2016 Bike Routes and Facilities Plan to further these goals; and

WHEREAS, the City wishes to update the plan to address changes in the community and experience gained through initial implementation; and

WHEREAS, on August 11, 2022 the Transportation Commission recommended a series of updates to the plan with the purpose of ensuring the City of Moscow continues to support cycling as a safe and sustainable form of transportation;

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

1. That the City Council hereby adopts the 2022 Bike Routes and Facilities Plan as shown on the attached Exhibit “A” for the establishment of bike routes throughout the community and the implementation of the facilities upon the designated routes as proposed. If the routes and facilities plan is infeasible to implement due to incompatible infrastructure, then said routes will be adjusted accordingly.
2. That this Resolution shall become effective as of the date below.

PASSED on Motion by the Following Vote:

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

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

Arthur D. Bettge, Mayor

CERTIFICATION and ATTESTATION. I hereby certify that the above is a true copy of a Resolution passed at a regular meeting of the City Council, City of Moscow, held on _____, 2022 and attest to the Mayor's signature.

Laurie M. Hopkins, City Clerk

UPDATED: September 19, 2022

