

TRANSPORTATION COMMISSION



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

Regular Meeting ~Agenda~

Cody Riddle
Staff Liaison
208.883.7027

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

**Thursday
February 9, 2023**

4:00 PM

**Council Chambers
206 E. Third Street**

WELCOME AND ATTENDANCE

REGULAR AGENDA

1. Approval of November 10, 2022 Minutes (ACTION ITEM)

Presentation of minutes for approval.

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

2. Public Comment

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

3. Election of Officers (ACTION ITEM)

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

PROPOSED ACTION: Nominate and elect a Chair and Vice Chair for 2023.

4. Commission Training and FY2024 Budget (ACTION ITEM) – Cody Riddle

The next fiscal year budget process is underway and the Commission will need to submit their request if they would like to pursue specific training opportunities for FY2024.

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

5. Update on Personal Delivery and Shared Mobility Devices – Cody Riddle

Staff will provide an update on the anticipated deployment of shared mobility and personal delivery devices.

REPORTS

ANNOUNCEMENTS

UPCOMING EVENTS/MEETINGS

The next regularly scheduled Transportation Commission meeting is set for March 9, 2023.

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.

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
November 10, 2022

4:00 PM

Council Chambers
206 E. Third Street

Sanders called the meeting to order at 4:00 PM

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

REGULAR AGENDA

1. Approval of September 8, 2022 Minutes (ACTION ITEM)

Presentation of minutes for approval.

Bacon moved for approval of the minutes as presented, seconded by Hamilton. Roll Call Vote: Ayes: Bacon, Baukol, Calabretta, DuPree, Hamilton, Sanders, Sumner (7). Nays: None. Abstentions: McGahan (1). 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. EV Discussion – Alisa Anderson

Staff will provide an update on potential grant funding programs for electric vehicles.

Alisa Anderson, the City of Moscow's Grants Manager, provided an update on the electric vehicle charging stations that the City is working to acquire. The program that the City was trying to apply for in 2022 was closed unexpectedly and so now they are researching other programs, most recently the National Electric Vehicle Infrastructure (NEVI) Formula Program. There would be a time for public input with any application that is submitted and the Commission would be notified for an opportunity to give feedback. There was a short discussion about electric bus technology, which would be done in conjunction with SMART Transit. The City of Moscow does have a public electric vehicle charging station site selected, which is over in the South Jackson Street parking lot.

4. Lola Clyde Park Development Grant Project (ACTION ITEM) – Alisa Anderson

The City is pursuing grant funding for the parking lot infrastructure of Lola Clyde Park in order to meet the City requirements for parking and ADA access. Staff will provide an overview of the proposal for the Commission's review and recommendation.

Anderson gave an overview of the Lola Clyde Park development project, as well as the grant that the City would like to apply for to complete the pathway system and frontage improvements. The site plan was a culmination of the public comments that were received when the park was proposed several years ago, but some elements will need to be modified before implementation. Staff requested input regarding any comments or concerns for the proposed improvements and the Commission was unanimously in approval of the project. The playground structure that is currently in place would remain there, as well as the pedestrian bridge.

5. Wildrose Court (ACTION ITEM) – Cody Riddle

The City has received applications for annexation, rezone, and platting of 2.5 acres generally located north of the Highway 8 and Carmichael Road intersection, at the terminus of Flomer Lane. Staff will provide an overview of the proposal for the Commission's review and recommendation.

This was discussed as Agenda Item No. 6. Joel Hamilton, who is also on the Planning & Zoning Commission, left the meeting before discussion started for this agenda item.

Riddle presented the application materials for a proposed subdivision at the end of Flomer Lane, as described above, and asked for recommendations from the Commission. Staff has already requested that the developer add a pedestrian walkway along the west side of the subdivision, for access from Flomer Lane to Wildrose Court. The grade of the proposed pathway would be approximately 7-8%. The Pathways Commission would like to see the pathway meander through the subdivision, so as to break up the steep grade. There is also already a path connecting Flomer Lane to Hampton Court, to the north of the proposed subdivision. There is a designated utility easement through the center of the subdivision.

There was question about fire truck access on Flomer Lane for the addition of the two residential parcels on the north side. The park in Ridgeview 2nd Addition is still going to be developed. The plans for the proposed subdivision have not been seen by the Planning & Zoning Commission yet. Currently, all of the property is in the County and would be annexed into the City if accepted.

The Commission discussed the Pathways Commission's recommendation, as well as vehicular and pedestrian crossings at Highway 8. If the proposed pathway was rerouted through the utility easement at the center of the subdivision, it could potentially cut the grade from 7%. The intersection of Hwy 8 and Roxbury Drive continued to be talked about and the impacts for future highway corridor updates.

Calabretta moved to recommend approval of the preliminary plat with the conditions that other options for the pathway be considered to mitigate grade steepness, and the access for emergency vehicle use, specifically a turnaround on Flomer Lane, be addressed. DuPree seconded the motion. Roll Call Vote: Ayes: Bacon, Baukol, Calabretta, DuPree, McGahan, Sanders, Sumner (7). Nays: None. Abstentions: Hamilton (1). Motion carried.

6. Continued Discussion on Bike Route and Facilities Plan (ACTION ITEM) – Cody Riddle

Staff previously presented a series of recommended updates to the 2016 Bike Route and Facilities Plan. After presentation to City Council, they directed Staff to seek additional input from the Commission on select roadways. Staff will provide an update and seek the Commission's recommendations.

This was discussed as Agenda Item No. 5.

Riddle reviewed the previously shown updated Bike Route and Facilities Plan, and provided a review of the feedback that City Council requested the Commission consider before making the changes. This included three roadways previously discussed, and one new one.

The section of Almon Street, north of A Street, has a speed limit of 25 MPH but does experience fairly significant traffic and higher speeds, so it is advised to keep the proposed bike lanes on both sides, as indicated in the existing plan. There was concern that speeding would increase if the parking was removed to accommodate the bike lanes.

Regarding the Blaine Street section of the plan, the Commission asked about the temporary 4-way stop at the corner of Blaine Street and Harold Street, and requested consideration of making it a permanent change. Staff will add a discussion about the 4-way stop sign for that intersection to another meeting. Some Commissioners questioned the decision to have a bike lane on only one side of Blaine Street between White Avenue and Harold Street, as bicyclists will use it going the wrong way. There was a discussion about it only being a short distance of a bike lane and then ending at Harold Street. The sidewalk on the east side of Blaine Street next to the Fairgrounds is too narrow and should be widened for safer pedestrian use.

The next segment discussed was Polk Street, north of Morton. Buffered bike lanes were originally planned, which are reinforced bike lanes that add more space between cyclists and vehicles. The speed limit on that section of Polk Street is set at 30 MPH. There is not currently a sidewalk on the east side of the street, from Public Avenue going north. The Commission suggested the speed should be reduced in conjunction with having unbuffered bike lanes.

Staff introduced a new roadway segment for consideration. Third Street, between Polk Street and Hayes Street, could accommodate bike lanes on both sides if the street parking was removed. There was a conversation about that parking being only really used and necessary during events at East City Park. The bike lane on the north side of Third Street would end around the intersection of Polk Street, so it would not extend down the hill past the 1912 Center and the High School.

DuPree moved to accept all the proposed revisions in the proposed Bike Route and Facilities Plan, except for the bike lane along Blaine Street.

There was some concern about adding bike lanes and removing parking in general, which can encourage a higher rate of speed. The traffic counts on the Almon Street section were last completed in 2014 and were almost 3,000 trips a day, and that has significantly increased since then. There was a discussion about ways to prevent speeding along streets with no parking, or possibly including traffic calming measures in concert with bike lanes. 3,000 vehicles a day on a street is more than Polk Street experiences, which is closer to 1,500-2,000 and updated in 2018. The new parking lot on the east side of Jackson Street belongs to EMSI. The majority of traffic on Almon Street, north of A Street, turns off Almon to C Street or E Street. The children that live on that side of town attend West Park and Russell Elementary schools, but it qualifies for school bus pick-up.

There was concern about parking for the businesses north of E Street. EMSI has sufficient parking now, with the addition of the new lot across Jackson Street. Raised crosswalks at the intersection of C Street and E Street were mentioned as a possibility for slowing traffic and providing more pedestrian safety. There is a preferred bike route on the east side of town called the Greenway, which comes up Blaine Street but then splits at Harold Street to either go east or west.

DuPree withdrew the motion on the table.

Bacon moved to make the following recommendations for the Bike Route and Facilities Plan:

1. Maintain bike lanes on Almon Street, north of A Street, but explore alternatives to improve pedestrian safety, including raised crosswalks and sidewalks.
2. Keep sharrows on both sides of Blaine Street, but inquire into opportunities to widen the sidewalk adjacent to the Fairgrounds property.
3. Replace the buffered bike lanes with a traditional facility on Polk Street and look into the prospect of reducing the speed limit, in addition to having a sidewalk added to the east side of the roadway.
4. Add bike lanes to both sides of Third Street, between Polk Street and Hayes Street.

Sumner seconded the motion. Roll Call Vote: Ayes: Unanimous (8). Nays: None. Abstentions: None. Motion carried.

REPORTS

- Zarate gave a brief update on ITD District 2 projects.
- Riddle notified the Commissioners of the progress with the Sixth Street Bridge Replacement project.

ANNOUNCEMENTS

- Becky Couch has resigned as the Transportation Commission University of Idaho representative.
- The bus shelter at Blaine Street has been reinstalled.
- Safe Routes to School stakeholder meeting is next Tuesday November 15, in Council Chambers from 12:30 to 1:30 PM.

UPCOMING EVENTS / MEETINGS

The next regularly scheduled Transportation Commission meeting is set for December 8, 2022.

The meeting adjourned at 5:24 PM

Robert Sanders, Chair

DRAFT



Idaho Statutes

Idaho Statutes are updated to the web July 1 following the legislative session.

TITLE 40
HIGHWAYS AND BRIDGES
CHAPTER 23

MISCELLANEOUS PROVISIONS

40-2305. PERSONAL DELIVERY DEVICES. (1) Notwithstanding any provision of law to the contrary, a personal delivery device as defined in section 49-117, Idaho Code, is authorized to operate on sidewalks, crosswalks, and the sides or berms of highways; provided, however, that this section does not restrict a county, municipality, or highway district from otherwise adopting regulations for the safe operation of personal delivery devices consistent with this section.

(2) All personal delivery devices shall obey all traffic and pedestrian control devices and signs.

(3) A personal delivery device operating on sidewalks and crosswalks has all the rights and duties applicable to a pedestrian under the same circumstances, except that the personal delivery device shall not unreasonably interfere with pedestrians or traffic and shall yield the right-of-way to pedestrians on sidewalks and crosswalks.

(4) All personal delivery devices shall include a plate or marker that identifies the name and contact information of the operator of the personal delivery device and a unique identifying device number.

(5) All personal delivery devices shall be equipped with a braking system that, when active or engaged, enables the personal delivery device to come to a controlled stop.

(6) No personal delivery device shall transport hazardous materials or hazardous wastes that are regulated pursuant to the hazardous materials transportation act, 49 U.S.C. 5101-5128, and require placarding pursuant to subpart F of 49 CFR 172.

(7) No personal delivery device shall be operated on a public highway in the state, except on the side or berm of the road or to the extent necessary to cross a crosswalk.

(8) No personal delivery device shall operate on a sidewalk or crosswalk unless the personal delivery device operator is controlling or monitoring the navigation and operation of the personal delivery device.

History:

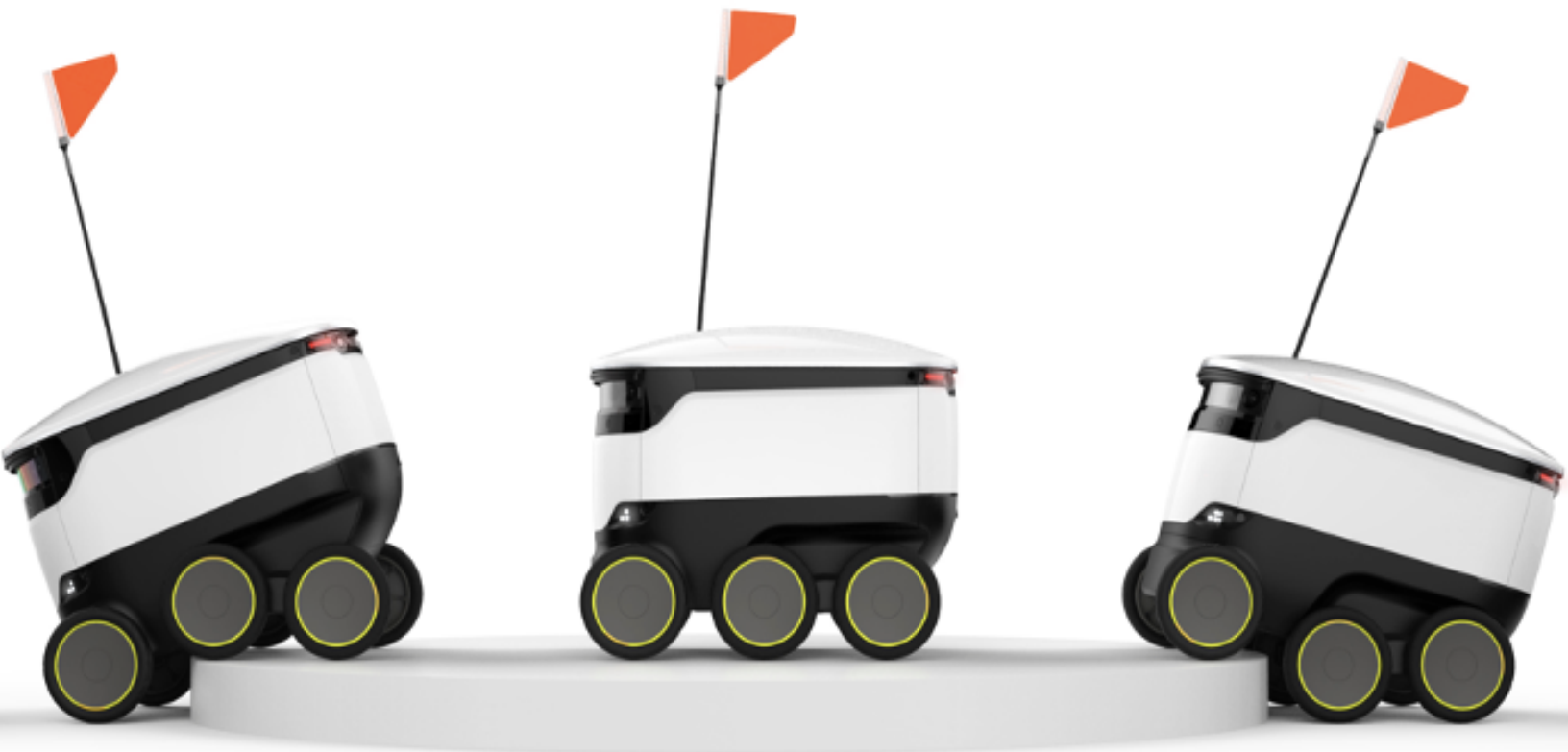
[40-2305, added 2017, ch. 147, sec. 4, p. 364; am. 2022, ch. 98, sec. 1, p. 340.]

How current is this law?

Search the Idaho Statutes and Constitution

STARSHIP

INCIDENT MANAGEMENT



Starship - General Safety Policy

At Starship, we believe that Safety and Risk Management is the foundation of our engineering, operations, and service. We take pride in being the first of its kind autonomous robot delivery service and continue to work hard on our Safety and Risk Management implementation to lead the industry by our high standards.

By embracing safety and risk management principles, we ensure not only our continued business success, but also our progress in realizing our vision of last mile delivery. We are committed to improving our safety performance as a company and building our corporate culture with our mission being safety centric and understanding the risks it presents.

As such, we will operate in accordance with these principles:

- Foster a safety culture throughout Starship and continue to improve our safety standards while incorporating them in our everyday activities and decisions.
- Clearly assign safety and risk management responsibilities to all levels and carefully oversee them to ensure we meet and exceed the standards we set forth.
- Train our people to cultivate safety and risk management within their day-to-day.
- Promote a positive, transparent reporting culture through "no-blame" policies.
- Resource our activities with competent and skilled safety and risk management professionals to execute our strategies.
- Establish a safety and risk management review board with representation from all departments and establish realistic safety and risk management targets.
- Proactively identify hazards in the environments we operate and establish protective and reactive measures to mitigate risks.
- Continue to identify and improve our safety risk indicators and ensure we achieve our safety targets.

We have developed technology and use procedures to ensure redundancy. As we scale up, we look forward to partnering with local authorities, service providers, the international community and other stakeholders to enhance the industry baseline for a higher safety implementation.

Starship's vision is that “through the seamless movement of things we can offer people the future of convenience for their everyday needs, delivered to their homes with a little bit of robot magic”. We will continue to set standards as an international contributor to safety as our industry expands.

Reporting an Incident - Local Law Enforcement (Moscow, Idaho)

1. Law enforcement is called due to an incident with the robot/personal delivery device (PDD).
2. Law enforcement documents incident.
3. Law enforcement reaches out to the following local contacts (in order of availability), if necessary, and emails safety@starship.co, below. Law enforcement can also provide the safety@starship.co email to the claimant for direct contact.
 - a. **Option 1:** Andrew Tucker, *Operations Site Lead*: (208)997-1123
 - b. **Option 2:** Chip Comery, *Area Operations Lead*: (419)320-0694
 - c. **Option 3:** US Hotline: (628)400-6200
 - d. **Option 4:** Wajahat Beg, *Director of Operational Risk and Safety Management*: (650)695-2058
4. Investigation and Communication with External Parties
 - a. Starship will be in communications with the claimant and/or their representative.
 - b. The Starship safety and risk management (SORM) team will lead the investigation of the Incident and communication with parties involved.
5. Reporting to insurers
 - a. The SORM team, with input from the Legal, Government Affairs and Marketing team, will coordinate any necessary reporting to insurers.

Vandalism of PDDs - Local Law Enforcement or University Enforcement (Moscow, Idaho)

1. Reporting to police: Starship will file an incident report with the relevant campus or municipal police department when we reasonably believe that:
 - a. a third party maliciously damaged or stolen a PDD or other Starship property, and
 - b. our damages will exceed \$200.
 - c. any fraud worth mentioning has taken place against Starship Technologies.
2. Starship will provide an estimate of the damage, including labor as well as an estimate of the replacement cost of the robot, if necessary on the incident report.
3. Starship will contact the insurance and have the insurance company also conduct an investigation to settle the matter.

Frequently Asked Questions:

1. **What do Starship's PDDs deliver?**

Starship's PDDs are presently engaged in the following applications: (1) restaurant delivery, (2) grocery and retail delivery, (3) parcel delivery, and (4) industrial-campus delivery. The nature of our partner's business will dictate the usage of the PDDs.

2. **How do customers obtain delivery services from a PDD?**

The process is very simple. Customers use Starship's mobile app to order their items from participating businesses and select the time and destination for the delivery. The customer is then notified through the mobile app when their goods are ready for delivery, and can track the movement of the PDD through the mobile app. Once the PDD arrives at its destination, the customer is notified. The customer can then retrieve their goods by unlocking the lid of the PDD by pressing the unique 'unlock' button on the Starship mobile app.

3. **How do PDDs operate?**

PDDs are low mass (approx. 75 lbs. without cargo), low speed (4 mph) devices that travel on sidewalks, using proprietary mapping, navigation and sophisticated obstacle avoidance technology. PDDs are equipped with cameras, a sensor suite, radar, time-of-flight capabilities, and are constantly monitored by a remote operator. PDDs are capable of identifying objects in their vicinity and making the necessary course corrections to avoid them. When an object is adjacent to the PDD, but not in front of it, the PDD reduces its speed. When an object is in front of the PDD, the PDD will come to a complete stop.

4. **How does Starship approach governments for authorization to operate?**

Starship only operates in a jurisdiction once it has obtained permission from the appropriate governmental authorities. As part of this approach, Starship has worked to obtain national legislative or regulatory permissions (Denmark, Finland, Estonia); state level laws or approvals (25 U.S. states, Hamburg); county-level or municipal permits (U.K., U.S.).

5. **How does Starship protect customer information and the privacy of the general public?**

Starship never shares customer information and does not store such information on its PDDs. For more information, Starship's privacy policy can be found at <https://www.starship.xyz/data-privacy/>.

6. **How do PDDs safeguard and serve individuals with physical or visual disabilities?**

Accessibility has been a central focus of Starship's since its founding. The company is committed to accessibility as it relates to both operations and service. If a PDD encounters an individual in a wheelchair, the wheelchair is identified using both sonic sensors and computer imaging. For individuals with visual disabilities, the PDDs are programmed to identify and avoid pedestrians. As previously mentioned, the PDD will stop if an object appears in front of it and slow down if an object is alongside it. Additionally, Starship's app is fully compliant with the Web Content Accessibility Guidelines ("WCAG").

**CITY OF MOSCOW
LICENSING AGREEMENT
FOR THE RIGHT OF WAY OCCUPANCY PERMIT
FOR STARSHIP TECHNOLOGIES**

THIS LICENSING AGREEMENT FOR THE RIGHT OF WAY OCCUPANCY PERMIT (hereinafter “Agreement”) shall become effective _____, 2023, between the City of Moscow, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter “CITY”), and Starship Technologies, Inc. whose business address is 535 Mission Street, Floor 19, San Francisco, California 94105, a U.S. company with headquarters in San Francisco, California (hereinafter “Permit Holder”).

Preamble

WHEREAS, the purpose of the Permit is to provide Permit Holder with the non-exclusive authority to operate personal delivery devices (PDDs) on certain public sidewalks in the **City of Moscow** (“CITY”) and transitorily on public spaces interconnected to sidewalks; and

WHEREAS, CITY has authority over public sidewalks and public spaces interconnected to sidewalks (individually and collectively, “Right of Way”); and

WHEREAS, Idaho Code §49-117(8) defines a “personal delivery device” (hereinafter “PDD”) as “an electrically powered device that is operated on sidewalks, crosswalks, and the sides or berms of highways and is intended primarily to transport property; weighs less than five hundred fifty (550) pounds, excluding cargo; operates at a maximum speed of ten (10) miles per hour when on sidewalks; and is equipped with technology to allow for operation of the device with or without the active control or monitoring of a natural person.”; and

WHEREAS, Idaho Code §40-2305(1), authorizes a municipality to adopt regulations for the safe operation of PDD’s consistent with Title 40, Chapter 23, Section 40-2305 of the Idaho Code; and

WHEREAS, Idaho Code §40-2305(2), requires all PDD’s to “obey all traffic and pedestrian control devices and signs”; and

WHEREAS, Idaho Code §40-2305(3), requires a PDD to not “unreasonably interfere with pedestrians or traffic and shall yield the right-of-way to pedestrians on sidewalks and crosswalks.”; and

WHEREAS, Idaho Code §40-2305(4), requires all PDD’s to have “a plate or marker that identifies the name and contact information of the operator of the personal delivery device and a unique identifying device number.”; and

WHEREAS, Idaho Code §40-2305(5), requires all PDD's to be "equipped with a braking system that, when active or engaged, enables the personal delivery device to come to a controlled stop."; and

WHEREAS, Idaho Code §40-2305(6), prohibits all PDD's from transporting "hazardous materials or hazardous wastes that are regulated pursuant to the hazardous materials transportation act, 49 U.S.C. 5101-5128, and require placarding pursuant to subpart F of 49 CFR 172."; and

WHEREAS, Idaho Code §40-2305(7), prohibits all PDD's from operating on a public highway in the state, except on the side or berm of the road or to the extent necessary to cross a crosswalk."; and

WHEREAS, Idaho Code §40-2305(8), prohibits PDD's from operating "on a sidewalk or crosswalk unless the personal delivery device operator is controlling or monitoring the navigation and operation of the personal delivery device."; and

WHEREAS, Permit Holder seeks a permit to operate PDDs to deliver food, groceries, and packages within the City; and

WHEREAS, CITY is willing to authorize use of PDDs, subject to the Terms and Conditions contained herein, and the PDD Permit issued concurrently herewith;

NOW, THEREFORE, based upon the above recitals, which are incorporated into this Agreement, Permit Holder hereby agrees to the following Terms and Conditions of the Permit as follows:

Article I **Responsibilities of Permit Holder.**

A. Use of Public Space.

Permit Holder shall pay a non-refundable annual license fee as required by CITY, pursuant to a fee set by City Council through a Resolution, for permission to use CITY'S Right of Way as detailed herein.

Pursuant to the Permit, and subject to these Terms and Conditions, Permit Holder is authorized to operate PDDs on sidewalks (and public spaces interconnected to sidewalks), with the limited exception that PDDs are not permitted within the Downtown area during Special Events. CITY shall provide Permit Holder written notice of the dates and times of the Special Events, and the specific area where the PDD's will be prohibited from operating during the Special Event.

B. Compliance with Laws and Terms of Agreement.

Permit Holder shall comply with all applicable federal, state, and local laws, rules, regulations, and this Agreement, and shall obtain all applicable licenses required

for Permit Holder's business operation in CITY and use of the Right of Way. Violation of any terms of this Agreement or of the law is grounds for immediate termination of this Agreement and require immediate removal of deployed devices.

C. Rules and Requirements of Permitted Operations.

Permit Holder may operate PDDs within city limits so long as its PDDs comply with the speed and weight limitations, as described herein, and meet all of the following requirements:

1. No more than thirty (30) PDDs shall be operated simultaneously on the Right of Way; Permit Holder may request permission from CITY to simultaneously operate additional PDDs, said request shall be made in writing to CITY and CITY will approve the request and modify the permit to reflect the additional approved number of PDDs, as long as Permit Holder is not in violation of this Agreement;
2. Each PDD shall be operated in accordance with all laws, ordinances, resolutions, rules, regulations, and this Agreement governing the Right of Way within which the PDD is operated;
3. Each PDD shall be monitored by one or more PDD operator(s) at all times. A "PDD operator" means an employee or agent of the Permit Holder who has the capability to remotely control or monitor the navigation and operation of the PDD. Permit Holder shall maintain a 24-hour hotline to field complaints and requests for immediate removal of devices;
4. Each PDD shall be operated in a safe and non-hazardous manner so as ~~not~~ not to endanger pedestrians, bicyclists, other lawful users of public space, or property. PDDs shall not constitute an impediment to pedestrians with disabilities or mobility restrictions. PDDs shall be maintained, cleaned and repaired to function in a safe manner in accordance with specific manufacturer and customary industry standards. Permit Holder shall exercise its own due diligence in reviewing the safety of CITY's public right of ways to determine its sufficiency for the PDDs;
5. PDDs shall not exceed ~~fourteen~~ (410) miles per hour;
6. Each PDD must yield the right-of-way to all lawful users of the public space, including pedestrians, bicyclists and vehicles;
7. Each PDD must be equipped with all of the following:

- i. A marker that clearly identifies the name of Permit Holder, along with the Permit Holder's address and telephone number, as well as a unique identification number for the device;
 - ii. A system that alerts the PDD operator if a technology failure or loss of communication occurs, and when such an alert is given that:
 - a. The operator is to assume direct control of the PDDs; and
 - b. If the operator is unable to assume control of the device, they must cause the PDD to safely come to an off-roadway stop, and remove the PDD from CITY right of way;
 - iii. A braking system that enables the PDD to come to a controlled stop; and
 - iv. If the PDD is being operated between sunset and sunrise, a light on both the front and rear of the device is required to be installed that is visible on all sides of the PDD in clear weather from a distance of at least five hundred (500) feet to the front and rear of the PDD when directly in front of low beams of headlights on a motor vehicle.
8. A PDD on public space shall be maintained in good working order, including the following:
- i. Any vandalized or otherwise damaged PDD shall be promptly removed from operations, and shall remain out of service until the underlying vandalism or damage has been corrected;
 - ii. The exterior of the PDD shall be reasonably clean and free of dents, blemishes, and discoloration; and
 - iii. In the case of a technology failure or other circumstance that causes the PDD to come to a stop in a location other than property owned by the Permit Holder, the Permit Holder shall remove the PDD within twenty-four (24) hours of notice.
9. PDD's are prohibited from being stored and/or parked in CITY rights of way or on CITY property.

10. PDD's are prohibited from being used to deliver alcohol.

D. Reporting to CITY.

1. Permit Holder shall submit a quarterly report to the CITY, upon commencement date of PDD operations. The quarterly report will include the following Public Benefit Measures:
 - i. Total number of miles traveled per day, per PDD, number of PDDs deployed, times of deployment and deliveries made by the PDDs within the boundaries of city limits;
 - ii. Total number of partnerships that the Permit Holder has entered into with City of Moscow businesses; and
 - iii. Estimated reductions in CO₂ emissions in the CITY: a calculation based on personal trips and deliveries that would have been made by traditional combustion engines but were instead made by Permit Holder's PDDs.
2. Incident Reporting
 - i. For any alleged incidents involving injury or damage caused by PDDs to an individual, animal or personal/public property about which the Permit Holder is made aware, Permit Holder will promptly conduct an internal investigation via the Permit Holder's Safety team. Upon the conclusion of such investigation, the Permit Holder will promptly provide to CITY a copy of the investigative report and findings, to include details of the location, date and time of the incident, injuries sustained, damage and approximate cost for repair/reimbursement and other relevant data regarding the incident.
 - ii. For any alleged departure from city limits or entering the prohibited designated area during Special Events, Permit Holder shall promptly provide to CITY details including the location, date and time and other relevant data regarding the incident.

E. Customer Service.

Permit Holder shall provide a customer service representative from 8 a.m. to 5 p.m. Pacific Time (business hours), seven (7) days per week, fifty-two (52) weeks per year (excluding Federal and locally recognized holidays), at no cost to CITY, for purposes of CITY to communicate with Permit Holder regarding any PDD issues. During non-business hours, Permit Holder's customer service representatives shall maintain a voicemail system and respond to inquiries from CITY within twenty-four (24) hours of request. Permit Holder's customer service representatives shall be competent and knowledgeable about the program in CITY and able to answer questions and provide information including, but not limited to, PDD operations. Permit Holder shall ensure that CITY has current

information on the phone number for the service. The phone number shall be prominently displayed on the PDD.

F. Indemnification.

The following obligations are in addition to those imposed by applicable provisions of CITY's rules and regulations.

Permit Holder agrees to and shall defend (with independent counsel approved by CITY), indemnify and hold harmless CITY, its officers, officials, employees, agents, and volunteers (collectively, "Indemnified Parties") from and against any and all third party claims, demands, actions, losses, damages, injuries, and liability (including all attorney's fees and other litigation expenses) arising out of Permit Holder's (and its officers, officials, employees, agents, consultants, contractors, subcontractors) performance, non-performance, breach, or default under the terms of the PDD Permit, PDD operations, use of the Right of Way, any release or discharge or threatened release or discharge of any Hazardous Material (defined below) caused or allowed by Permit Holder, or from any activity, work, or thing done, permitted, or suffered by Permit Holder in or about the Service Area, which includes all of city limits (collectively, "Permit Holder Actions"). This indemnification obligation shall not apply to demands, actions, losses, damages, injuries, and liability arising out of CITY's sole or active negligence or willful misconduct.

In addition to Permit Holder's obligation to indemnify CITY, Permit Holder specifically acknowledges and agrees that it has an immediate and independent obligation to defend CITY from any claim that actually falls within this indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to Permit Holder by CITY and continues at all times thereafter.

This indemnification obligation shall include, without limitation, attorneys', experts' and consultants' fees and costs, investigation and remediation costs and all other reasonable costs and expenses incurred by the Indemnified Parties.

"Hazardous Materials" means any material that has been designated as hazardous under 49 U.S.C. Sec. 5103.

G. Insurance.

Permit Holder's insurance carrier is required to maintain an A.M. Best rating of not less than "A:VII". Permit Holder shall, at its own expense, procure and maintain in full force at all times during the term hereof the following insurance:

1. Commercial General Liability Coverage. Permit Holder shall maintain commercial general liability insurance written on an occurrence basis, on a

form that provides coverage at least as broad as form ISO CG 00 01, covering the insured with a duty to defend against claims of bodily injury, personal injury and property damage arising out of Permit Holder's activities, assumed liabilities, or use of any CITY property (including, without limitation, sidewalks, crosswalks, public thoroughfares, and rights-of-way) (the "City Property"), including contractual liability coverage for the performance by Permit Holder of the indemnity agreements set forth herein, and coverage for damage to the City Property (including all improvements in Permit Holder's care, custody, or control), for limits of no less than One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) annual aggregate limit for bodily injury, personal injury, and One Million Dollars (\$1,000,000) annual aggregate for property damage liability.

2. Automobile Liability Insurance. Permit Holder shall maintain automobile liability insurance covering all vehicles used in the performance hereof providing a One Million Dollar (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage. Coverage shall be applicable to all owned, hired, or non-owned vehicles on the City Property.
3. Compliance with State Workers' Compensation Requirements. Permit Holder covenants that it will insure itself against liability for Workers' Compensation pursuant to the laws of the Commonwealth of Idaho. Permit Holder shall, at all times, upon demand of the CITY, furnish proof that Workers' Compensation Insurance is being maintained by it in force and effect in accordance with the applicable law. The insurer shall also agree to waive all rights of subrogation against the CITY, its officers, officials, employees, agents, and volunteers for losses arising from work performed by Permit Holder for the CITY. Permit Holder shall increase coverage limits upon written demand of the CITY provided that said increases are reasonable and justifiable by CITY.
4. Damage to Permit Holder Property. Permit Holder hereby waives any recovery of damages against CITY (including its employees, officers, directors, agents, or representatives) for loss or damage to any structures, tenant improvements and betterments, fixtures, equipment, and any other personal property, except to the extent arising out of CITY's sole or active negligence or willful misconduct.

5. Other insurance provisions. The policies are to contain, or be endorsed to contain, the following provisions:

- i. Additional Insured. CITY, its officers, agents, employees, and volunteers are to be covered as an additional insured with respect to liability arising out of activities performed by or on behalf of Permit Holder and operations of Permit Holder, premises owned, occupied, or used by Permit Holder. The coverage shall contain no special limitations on the scope or protection afforded to CITY, its officers, officials, employees, agents, or volunteers. Except for worker's compensation insurance, the policies mentioned in this subsection shall name CITY as an additional insured and provide for thirty (30) days prior notice to the City of any cancellation or change in coverage. Permit Holder shall also provide timely and prompt notice to CITY if Permit Holder receives any notice of cancellation or nonrenewal from its insurer;
- ii. Primary Coverage. Permit Holder's insurance coverage shall be primary insurance with respect to CITY, its officers, officials, employees, agents, and volunteers. Any insurance, risk pooling arrangement, or self-insurance maintained by CITY, its officers, officials, employees, agents, or volunteers shall be in excess of Permit Holder's insurance and shall not contribute with it;
- iii. Reporting Provisions. Any failure to comply with the reporting provisions of the policy shall not affect the coverage provided to CITY, its officers, officials, employees, agents, or volunteers; and
- iv. Verification of Coverage. Prior to the commencement date of the PDD Permit, Permit Holder shall deliver to CITY certificates of insurance and additional insured policy endorsements from insurers in a form satisfactory to CITY, evidencing the coverages required hereunder.

H. Consideration.

Permit Holder agrees to pay the annual permit fee, which said fee is set by a Fee Resolution passed by the City Council every year.

Article II Reservations of Authority by CITY.

A. Termination.

Notwithstanding anything in these Terms and Conditions to the contrary, CITY may at its sole option freely revoke and terminate the PDD Permit at any time without cause or liability, and without any obligation to pay any consideration to

Permit Holder, if CITY determines termination of this Permit is in the best interests of CITY; provided, however, that before any revocation or termination is effective, Permit Holder is given seventy-two (72) hours to cure the basis for the revocation or termination, if possible. Upon any such termination or revocation, these Terms and Conditions shall automatically terminate, the PDD Permit shall automatically be revoked, and Permit Holder shall immediately stop PDD operations on CITY'S Right of Way.

Notwithstanding the above, Permit Holder shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any breach of this Agreement by Permit Holder or for claims filed during the time period where this Agreement was effective. This provision shall survive the termination of this Agreement and shall not relieve Permit Holder of its liability to CITY for damages, indemnification and insurance coverage as detailed in Article I, Sections F and G above.

B. Relocation or Removal.

If the Permit, or any portion thereof, is found to be in conflict with (a) existing or proposed activities or uses, or (b) with facilities or improvements owned, maintained, or operated by CITY (whether any instances under (a) or (b) known or unknown as of the Date of Permit), then, upon written request of CITY, Permit Holder shall remove and/or relocate the PDD operations in such a way as to eliminate the conflict.

An authorized agent of CITY, may relocate or impound a PDD under circumstances where crowd control or public safety is an immediate concern. A fee of twenty-five (\$25) dollars per device will be charged for each day of impoundment. PDDs will be disposed of at CITY's discretion after thirty (30) days of storage. If Permit Holder fails to pay the impound fee for the PDDs, CITY may suspend Permit Holder's Permit until the impound fee has been paid in full.

Article III Effective Date, Term of Permit, and Modifications.

The Permit shall be effective from the date specified on the official Permit and shall remain in effect for one (1) year.

Any modification of the Permit or these Terms and Conditions shall be valid only if approved in writing by CITY.

Article IV Notice and Communications.

Permit Holder acknowledges that all communications and notices required hereunder or by the Permit shall be in writing and mailed postage prepaid by certified or registered first class United States mail, return receipt requested, or

by personal delivery to CITY'S address as shown below, or such other places as CITY may, from time to time, designate to Permit Holder in writing.

To City:

City of Moscow
Attention: City Clerk
206 E. Third Street
PO Box 9203
Moscow, ID 83843

To Permit Holder:

Starship Technologies, Inc.
Mr. Ryan Tuohy
Chief Commercial Officer
535 Mission Street, Floor 19
San Francisco, CA 94105
415-637-5304 (cell)
ryan.tuohy@starship.co

Article V General Provisions

A. Independent Contractor

In all matters pertaining to this Agreement, Permit Holder shall be acting as an independent entity, and neither Permit Holder nor any officer, employee or agent of Permit Holder will be deemed an employee of CITY. Permit Holder has no authority or responsibility to exercise any rights or power vested in CITY. The selection and designation of the personnel of CITY in the performance of this Agreement shall be made by CITY.

B. No Joint Venture.

Nothing herein contained shall be in any way construed as expressing or implying that the Parties hereto have joined together in any joint venture or liability company or in a any manner have agreed to or are contemplating the sharing of profits or losses among themselves in relation to any matter relating to this Agreement.

C. Assignment.

It is expressly agreed and understood by the Parties hereto, that Permit Holder shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement except upon the prior express written consent of CITY, provided however that either party may assign this Agreement (i) to any parent, subsidiary or affiliate, or (ii) to a successor to all or substantially all of its business assets or voting securities, whether by sale, merger, or otherwise.

D. Discrimination Prohibited.

In performing the Services appurtenant to a PDD program, Permit Holder shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any person on the basis of race, color, religion, gender, pregnancy, national origin, ancestry, age, familial status, veteran status, disability, sexual orientation, and/or gender expression/identity, or any other basis prohibited by Federal, State or local law. Permit Holder shall not discriminate against any employee or applicant for employment. Permit Holder's action under this Section shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training. Permit Holder agrees to post in conspicuous places, available to employees and other applicants for employment, notices setting forth the provisions of this non-discrimination Section.

E. Public Information.

Pursuant to Idaho Code Section 74-124, *et seq.*, information or documents received from Permit Holder may be open to public inspection and copying unless exempt from disclosure. Permit Holder shall clearly designate individual documents as "exempt" on each page of such documents and shall indicate the basis for such exemption. CITY will not accept the marking of an entire document as exempt. In addition, CITY will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. Permit Holder shall indemnify and defend the CITY against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for Permit Holder's failure to designate individual documents as exempt. Permit Holder's failure to designate as exempt any document or portion of a document that is released by CITY, shall constitute a complete waiver of any and all claims for damages caused by any such release.

F. Changes

CITY may from time to time enact changes to the PDD permit requirements and fees. Such changes shall be incorporated in written amendments to this Agreement and shall be approved by both Parties. If Permit Holder does not accept the PDD permit requirements and fee revisions, that may be grounds for termination of the Permit and this Agreement.

G. Construction and Severability

If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

H. Advice of Attorney

Each Party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

I. Entire Agreement

This Agreement contains the entire agreement of the Parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

J. Jurisdiction, Venue, and Non-Waiver

It is agreed that this Agreement shall be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, it is agreed that proper venue shall be the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah. Failure of CITY to not exercise any of its rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach. Should any litigation be commenced between the Parties hereto concerning this Agreement, the prevailing Party shall be entitled, in addition to any other relief as may be granted, to court costs and attorneys' fees as determined by a Court.

K. Approval Required

This Agreement shall not become effective or binding until approved by the City of Moscow.

L. Authority to Execute.

The persons executing this Agreement on behalf of their respective Parties, represent and warrant that they have the authority to do so under law and from their respective Parties.

STARSHIP TECHNOLOGIES, INC.

CITY OF MOSCOW, IDAHO

Name: Ryan Tuohy

Arthur D. Bettge

Signature: _____

Title: Chief Commercial Officer

Mayor

Date: _____

ATTEST:

Laurie M. Hopkins, City Clerk

Approved as to form

Mia Bautista, City Attorney

ACKNOWLEDGMENT

STATE OF _____)
County of _____) ss.

On the _____ day of _____, 2023, before me, the undersigned Notary Public, personally appeared Ryan Tuohy, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have set my hand and seal the day and year as above written.

Notary Public for
Residing at _____
Commission Expires: _____