

# Public Works / Finance Committee



Regular Meeting  
~Agenda~

Laurie M. Hopkins  
City Clerk

[www.ci.moscow.id.us](http://www.ci.moscow.id.us)

208.883.7015

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**Monday, February 9, 2026**

**4:00 PM**

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

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The Moscow Mayor, City Council and Staff welcome you to today's meeting. We appreciate and encourage public participation. For regular agenda items, an opportunity for public comment is sometimes provided after the staff report. However, the formality of procedures varies with the purpose and subject of the agenda item and limitations may be placed on the time allowed for comments. If you plan to address the Committee, you will find a list of "Tips for Addressing the Council" in the door pocket outside the City Council Chambers. Please note that council committee meetings are televised, videotaped and/or recorded. Links to view the City Council meeting live can be found on the City website and the City's YouTube channel. Thank you for your interest in City government.

## REGULAR AGENDA

- 1. Selection of Committee Chair and Vice Chair (ACTION ITEM)**
- 2. Approval of Public Works/Finance Committee January 12, 2026 Minutes (ACTION ITEM) - Laurie M. Hopkins**
- 3. Disbursement Report January 2026 (ACTION ITEM) - Sarah Decker**  
Presentation of the Accounts Payable Report for the month ending January 2026.  
**ACTION:** Accept the Disbursements Report for the month of January 2026.

- 4. Selective Traffic Enforcement Program – Grant Application (ACTION ITEM) - Alisa Anderson / Eric Warner**  
The Moscow Police Department (MPD) is requesting participation in the national Selective Traffic Enforcement Program (STEP), sponsored by the Idaho Transportation Department (ITD) Office of Highway Safety (OHS). The program aims to reduce traffic crashes resulting in fatalities and serious injuries. Through problem identification, participating agencies focus on addressing specific behaviors and safety deficiencies within their jurisdictions. MPD is requesting to submit a grant application due on February 27, 2026, in an amount not to exceed \$75,000 with an in-kind match of \$18,750 for FY2027.  
**PROPOSED ACTIONS:** Recommend approval for the Moscow Police Department to apply for the Selective Traffic Enforcement Program, requesting grant funding assistance not to exceed \$75,000, with an in-kind match of \$18,750 for FY2027, or provide staff with further direction.

- 5. Verizon Wireless Communications Facility Lease Agreement (ACTION ITEM) - Bill Belknap**  
The City of Moscow leases space on the City's water reservoirs to wireless communications providers. In 2004, the City entered into a lease agreement with Cellco Partnership (dba Verizon Wireless) to lease space on the Jim Lyle Rotary Park water reservoir and to build the joint restroom/equipment structure that exists in the park. That agreement spanned 25 years and will end in 2029. Verizon Wireless has expressed the desire to renew and extend the lease agreement. Staff has prepared a new lease agreement that would renew the lease for up to another 25 years

with an initial term of 5 years and five additional 5-year renewal terms. At the end of the current lease term in 2029, the lease fees would be increased to the City's existing lease rate of \$15,690 per year to \$35,420.40 per year with 3% annual escalator each year thereafter. The lease agreement is before the Council for consideration.

**PROPOSED ACTIONS:** Recommend approval of the lease agreement; or provide staff further direction.

**6. Public Transportation Services Agreement with Regional Public Transportation (dba SMART Transit) (ACTION ITEM) - Bill Belknap**

For over 20 years, the City of Moscow has provided financial support to Regional Public Transportation (RPT) (dba SMART Transit) for the provision of public transit services in Moscow, including fixed route and on-demand (dial-a-ride) services. During that time period, the City has never had a formal agreement with RPT for these services. Staff have prepared an agreement with RPT to document the services the City receives in exchange for the annual financial support. The agreement includes a five year term with annual financial support in the amount of \$140,329 per year with a 1% annual escalator. The University of Idaho provides equal annual financial support to RPT to fund public transit services to the students, faculty, and staff in the community. The agreement is before the Council for consideration.

**PROPOSED ACTIONS:** Recommend approval of the public transit services agreement with Regional Public Transportation, or provide staff further direction.

**7. Southeast Moscow Water and Sewer District Service Agreement Extension (ACTION ITEM) - Bill Belknap**

The City of Moscow accepts and treats wastewater from the Southeast Moscow Water and Sewer District through an agreement between the District and City. The District was formed in 1974 as an independent Water and Sewer District. It is located on the southeast corner of Moscow, and comprises primarily of residential properties, the majority of which are located outside City-Limits, in Latah County. The District has contracted with the City for sewage conveyance and disposal services since October of 1980. The long-standing agreement allows properties in the District to connect to City facilities. Similarly, it allows the conveyance of wastewater through the District from properties located outside its boundaries. The current agreement will expire on March 1, 2026. The City and District have been engaged in agreement renewal discussions for almost two years and have now reached a general agreement on revisions to the existing agreement terms. However, the new agreement will not be prepared and adopted prior to the expiration of the existing agreement. The City has prepared an agreement to extend the existing agreement to December 31, 2026, to allow time to finalize the agreement and have it approved by both bodies.

**PROPOSED ACTIONS:** Recommend approval of the extension agreement with the Southeast Moscow Water and Sewer District, or provide staff further direction.

**8. BUILD Grant Local Match Commitment Resolution (ACTION ITEM) - Bill Belknap**

Whitman County has been actively working to advance improvements to Sand Road and Kirkendahl Road to provide an alternative east-west route for freight traffic to utilize to reduce traffic within downtown Pullman. This improvement would also benefit Moscow by reducing freight traffic in downtown Moscow. This route was studied in the recent Pullman-Whitman County Freight Alternatives Study completed by the Palouse Regional Transportation Planning Organization. Whitman County would like to apply for a Federal BUILD grant to complete the design and engineering for the project. As envisioned in the study, the project would begin at the Mountain View/Highway 8 intersection with the installation of a signal and continue south and then west with improvements to Mountain View Road and Palouse River Drive continuing west

to U.S. Highway 195. On September 15, 2025, the Council approved a Memorandum of Understanding with Whitman County to jointly fund consultant services for the preparation of the BUILD grant application. The total estimated planning and design cost, inclusive of WSDOT Local Programs and Local Highway Technical Assistance Council administration, is \$2.53 million, of which \$1.1 million is attributable to improvements within the City of Moscow. Within the draft application, the City and Whitman County are proposing a 10% match commitment toward these costs, which would be \$110,000 for the City. Staff has prepared a resolution to affirm this match contribution should the grant be awarded. The match funding would come from the Capital Project fund accumulations.

**PROPOSED ACTIONS:** Recommend approval of the match commitment resolution, or provide staff further direction.

## **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](mailto: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.

## Public Works / Finance Committee



Regular Meeting  
~Minutes~

Laurie M. Hopkins  
City Clerk

[www.ci.moscow.id.us](http://www.ci.moscow.id.us)

208.883.7015

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Monday, January 12, 2026

4:00 PM

Council Chambers  
206 E. Third St.

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The meeting was called to order at 4:00 p.m.

### REGULAR AGENDA

The meeting was called to order at 4:00 p.m.

PRESENT: Drew Davis, Evan Holmes, Bryce Blankenship

ABSENT: Sandra Kelly

OTHERS: Mayor Hailey Lewis, Council Member Scott Sumner, Council Member Sage McCetich

STAFF: Bill Belknap, Mia Bautista, Sarah Decker, Tyler Palmer, Scott Bontrager, Megan Cherry, Alisa Anderson, Luke Hajda, Laurie M. Hopkins

**1. Approval of Public Works/Finance Committee December 8, 2025 Minutes (ACTION ITEM) - Laurie M. Hopkins**

The Committee approved the minutes as presented.

**2. Disbursement Report December 2025 (ACTION ITEM) - Sarah Decker**

Presentation of the Accounts Payable Report for the month ending December 2025.

**ACTION:** Accept the Disbursements Report for the month of December 2025.

Decker presented the disbursement report and provided details on the major expenses including payroll, Well #6 repair payment, Highway 95-Fountain upsize of watermain payment, body worn cameras and vehicle camera purchase, and payment for city shop project. Discussion ensued regarding the background on the body worn cameras and Tasers. The Committee accepted the report and that it be placed on the Council consent agenda.

**3. First Quarter Financial Report October 1, 2025 to December 31, 2025 for FY2026 (ACTION ITEM) - Sarah Decker**

Presentation of the financial report for the first quarter of Fiscal Year 2026 (October 1, 2025 to December 31, 2025).

**PROPOSED ACTIONS:** Approve the FY2026 First Quarter Financial Report, or provide staff with further direction.

Decker explained that first-quarter expenditures are typically around 20–25% of budget to actual. The General Fund and Streets Fund are currently lower due to property tax, highway user, and bridge revenues not yet being received; these revenues are expected to catch up during the second and third quarters. Some transfers reflect 100% expenditure because smaller transfers, or those for Fleet or Information Services, are completed at the beginning of the fiscal year to allow for necessary purchases. Several expense categories are below 25% as well. Sanitation personnel costs are lower due to the retirement of Tim Davis and the position not yet being filled. Capital projects expenditures are also down, as it is not construction season. Overall, the City is at 11.6% of budgeted revenues and 10.95%

of budgeted expenses for the first quarter. Property taxes are paid in December and June, with the City typically receiving its portion in January and July. Performance increases for staff take effect in January and will be reflected in the second quarter report. The Committee recommended approval and that it be placed on the Council consent agenda.

**4. Idaho Commission on the Arts Grant Application: Public Programs in the Arts (ACTION ITEM) - Megan Cherry**

The Arts Department seeks approval to apply for an annual grant administered by the Idaho Commission on the Arts (ICA). The Public Programs in the Arts (PPA) grant program is intended to provide program support for arts organizations in Idaho. These funds will represent off-setting revenue in the production of Palouse Plein Air. If the application is successful, funds are typically available at the end of the City of Moscow's FY26, and would be deferred for use in FY2027.

**PROPOSED ACTIONS:** Recommend approval of the Public Programs in the Arts (PPA) grant application for the current cycle, or provide staff further direction.

Cherry introduced the item as written above. Palouse Plein Air is very popular, this year with a high of over 70 artists from across the region. The Committee recommended approval and that it be placed on the Council consent agenda.

**5. 2026 Transportation Alternatives Program (TAP) Grant Application Project No. 1 (ACTION ITEM) - Alisa Anderson / Scott Bontrager**

The City of Moscow has identified a segment of Mountain View Road from Paradise Creek to State Highway 8 as a candidate for a Transportation Alternatives Program (TAP) grant. The project includes installing curb, gutter, and a shared-use path, along with constructing a retaining wall to minimize property impacts, ultimately connecting to the upcoming construction of the South Mountain View Road TAP project to create a continuous 1.8-mile multimodal corridor. This corridor provides vital access to key destinations such as the Moscow Community Playfields, Latah County Fairgrounds, and Eastside Market Place, serving a rapidly growing residential area with high pedestrian, bicycle, and vehicle traffic, especially during events. The infrastructure improvements will support safe, accessible, and continuous connections for all users, prioritizing pedestrian and cyclist safety while encouraging diverse transportation options. The estimated cost is \$750,000, with \$500,000 requested from the TAP, and the remaining funds of \$250,000 will be provided by the City's Roadway Improvement capital accumulation.

**PROPOSED ACTIONS:** Authorize City staff to submit a 2026 Transportation Alternatives Program Grant Application for \$500,000 with total project costs not to exceed \$750,000 or provide staff further direction.

Anderson introduced the item as written above. The City has received two previous TAP awards and with this application if awarded, it would fill the gaps so that there is mobility from Highway 8 to Slonaker Drive.

Luke Hajda described the updates that include bike lanes in both direction and a bike path on the east side of Mountain View that will mirror the asphalt bike path on White Ave. Belknap explained this picks up the path at Heron's Hideout, expanding the path to the south. A portion of it was constructed when the mini storage on the southeast corner was constructed. Idaho Transportation Department does intend to install a traffic signal at Mountain View and Highway 8 which would provide a signal crossing to Latah Trail. Everything but curb and walk on the west which could be a future addition. Bike lanes on both sides are prioritized plus a separated path on the east that would then provide the continuity and connection to the Latah Trail into Paradise Path. The west side of Mountain View from Highway 8 to White Avenue was developed prior to sidewalk requirements. Award notification is June with design

in 2027 and construction in 2028. In normal circumstances the City is only required to put in 7.34% but want to complete as much as possible so the additional match will be funded from the capital improvement plan. The Committee recommended approval and that it be placed on the Council consent agenda.

**6. 2026 Transportation Alternatives Program (TAP) Grant Application Project No. 2 (ACTION ITEM) - Alisa Anderson / Scott Bontrager**

The City of Moscow staff has identified the need to replace and expand an aging, heavily traveled pedestrian and bicycle route from a cul-de-sac at the end of Fifth Street to Sixth Street near Short's Funeral Chapel. The project will include an upgraded crosswalk over Sixth Street, connecting to Park Drive with new sidewalks on the west side from Sixth to Seventh Street. This corridor serves residents, students attending Lena Whitmore Elementary and Moscow Middle School, and a developing medical office hub along Sixth Street, which has seen significant growth. Currently, lacking sidewalks on Park Street, the connecting Sixth Street corridor functions as a key multimodal route with two bus stops within two blocks, making it ideal for funding through the Transportation Alternatives Program (TAP). The scope involves installing approximately 610 linear feet of curb and 776 linear feet of sidewalk, along with sidewalk extensions and rapid flashing beacons at the mid-block crossing on Sixth Street to improve pedestrian safety. Overall, the project's goal is to enhance connectivity and safety throughout the city, especially for children and students, while staying within the \$500,000 funding limit provided by TAP.

**PROPOSED ACTIONS:** Authorize City staff to submit a 2026 Transportation Alternatives Program Grant Application for Project No. 2 not to exceed \$500,000 requiring a 7.34% local match or provide staff further direction.

Anderson and Hajda introduced the item as written above. The corridor is utilized heavily by pedestrians and cyclists. The long-term goal would be to continue sidewalk through the East Gate Addition, all the way to the fairgrounds. It will be submitted as two projects with priority one being Mountain View and priority two is Sixth Street because sometimes they program farther out. The City is proactive in notifying neighbors and LHTAC staff also contacts neighbors during design. The Committee recommended approval and asked that it be placed on the regular agenda.

**7. Transportation Alternatives Program (TAP) - Highway 95 Underpass Project Modification (ACTION ITEM) - Alisa Anderson / Scott Bontrager**

The City of Moscow and the Moscow Urban Renewal Agency (MURA) began planning a pedestrian and bicycle underpass at South Main Street/U.S. 95 in 2018, supported by a feasibility study and a Transportation Alternatives Program (TAP) grant. The project was designed to improve pedestrian and cyclist safety by bypassing a busy five-lane intersection near the University of Idaho. The original plan included a 710-foot-long underpass, pathway connections, and removal of the old Hwy. 95 bridge, with most of the \$1.07 million cost covered by federal funding.

State-level delays postponed design work until 2023, and extensive environmental reviews extended into 2025. Updated analyses revealed significant sediment buildup and changed hydraulic conditions in Paradise Creek, making it difficult to meet clearance requirements and requiring extensive sediment removal and ongoing maintenance. These changes also increased project costs to approximately \$1.78 million, significantly raising the required local match despite increased MURA funding.

Due to the altered creek conditions, permitting challenges, and long-term maintenance concerns, the underpass was deemed infeasible at this time. As a result, the project scope has shifted toward

exploring alternative above-ground pedestrian safety improvements at the same intersection, with Federal Highways Administration (FHWA) approval to revise the project approach to better fit current site conditions. This revised approach would meet safety and connectivity goals while reducing the total project cost to approximately \$1.37 million, matching the current budget.

**PROPOSED ACTIONS:** Authorize City staff to modify the scope of the project and complete the design utilizing remaining funds in the current State/Local agreement, or provide staff further direction.

Bontrager introduced the item as written above. He provided a background of the project beginning with a feasibility study completed in 2018. After many delays including COVID and environmental issues, the project cost went from \$1million to \$1.7. The MURA increased match but in the Fall of 2025, 2 feet of sediment moved into the creek bed. The minimum clearance requirements could not be met with the additional sediment without clearing out thousands of feet downstream and would require environmental permitting and ongoing maintenance.

LHTAC contacted FHWA on the scope and authorized modifying the scope as long as it was in the same area. The new scope includes the removal of old Hwy. 95 bridge, addition of sidewalk and pedestrian ramp improvements along US95 and SH-8, and a new pedestrian crossing on the west side of the Highway 8 and US95 intersection.

Belknap said he believes there is \$83,000 as local match in capital projects. Staff hoped to complete another underpass but it would be under water 70% of the year. If the City choose not pursue the project, any design expenses that have been incurred, the city could likely have to reimburse LHTAC. There has been \$200,000 to date. Also, it would create a negative effect with LHTAC if the City pulled out of the project and could jeopardize future applications. Design will be ready in June or July with bidding in the fall and construction in 2027.

Davis said it is unfortunate but likes the idea of taking advantage of what we do have. Blankenship said he is happy to hear there are conversations with ITD.

The Committee recommended approval and that it be placed on the Council regular agenda.

**ADJOURN**

The meeting adjourned at 4:49 p.m.

# COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, February 9, 2026



## AGENDA ITEM TITLE

Disbursement Report January 2026 (ACTION ITEM) - Sarah Decker

## RESPONSIBLE STAFF

Sarah Decker, Director of Finance & Employee Services

## ADDITIONAL PRESENTER(S)

## DESCRIPTION

Accounts Payable Report for the month ending January 31st, 2026. A summary of the major expenditures has been approximated by category and represents 96% of the total expenditure of \$3,236,24.19.

Payroll	\$1,389,864.00
Professional Services	\$255,293.00
Sanitation	\$421,289.00
Capital Outlay	\$91,988.00
Capital Outlay - Improvements	\$15,066.00
Capital Outlay - Buildings	\$379,669.00
Capital Outlay - Vehicles	\$37,888.00
Supplies	\$140,404.00
Utilities	\$94,637.00
Contractual Payments	\$256,630.00
ACH Wells Fargo	\$21,211.00
<b>Total</b>	<b>\$3,103,939.00</b>

## REVIEWED BY

## PROPOSED ACTIONS

**ACTION:** Accept the Disbursements Report for the month of January 2026.

## STAFF RECOMMENDATION

Accept the Disbursements Report for the month of January 2026.

## OTHER RESOURCES

## FISCAL IMPACT

## PERSONNEL IMPACT

## ATTACHMENTS

1. January Revenue Report 2026
2. Cash & Investments Balances - January 2026
3. Disbursement Report January 2026
4. Major Expenditures Report January 2026

**RECEIPTS REPORT FOR JANUARY 2026**

FUND NAME		Taxes	Franchise Fees	Licenses & Permits	Intergovernmental	Charges for Services	Fines & Penalties	Investment Income	Refunds & Reimbursements	Contributions & Donations	Other	Grand Total
<b>Fund #</b>												
101	GENERAL	4,242,526.19	141,059.37	42,939.77	827,789.19	160,535.37	19,538.77	307,144.77	609,904.66	1,000.00	5,284.75	6,357,722.84
105	STREETS	589,428.03	0.00	0.00	275,710.70	0.00	0.00	0.00	0.00	0.00	0.00	865,138.73
120	RECREATION AND CULTURE	0.00	0.00	154.50	0.00	17,937.20	0.00	0.00	37.17	0.00	7.72	18,136.59
121	MSD COMMUNITY PLAY FIELDS	0.00	0.00	0.00	10,628.34	0.00	0.00	0.00	0.00	0.00	0.00	10,628.34
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	0.00	0.00	0.00	0.00	0.00	51.06	51.06
220	WATER	0.00	0.00	0.00	0.00	541,320.24	0.00	1,851.64	0.00	0.00	0.00	543,171.88
230	SEWER	0.00	0.00	0.00	0.00	996,117.57	0.00	1,580.59	37,737.25	0.00	0.00	1,035,435.41
235	STORMWATER	0.00	0.00	0.00	0.00	65,553.69	0.00	0.00	0.00	0.00	0.00	65,553.69
240	SANITATION	0.00	0.00	0.00	0.00	502,560.00	0.00	0.00	0.00	0.00	0.00	502,560.00
290	FLEET	0.00	0.00	0.00	0.00	72,734.85	0.00	0.00	0.00	0.00	0.00	72,734.85
295	INFORMATION SYSTEMS	0.00	0.00	0.00	0.00	139,172.45	0.00	0.00	0.00	0.00	0.00	139,172.45
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
335	STORMWATER CAPITAL FUND	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	1,800.00	0.00	0.00	0.00	25,479.34	0.00	0.00	0.00	27,279.34
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	2,498.88	0.00	0.00	0.00	2,498.88
590	BOND & INTEREST	544,617.58	0.00	0.00	0.00	0.00	0.00	348.50	0.00	0.00	0.00	544,966.08
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
<b>TOTAL</b>		<b>5,376,571.80</b>	<b>141,059.37</b>	<b>44,894.27</b>	<b>1,114,128.23</b>	<b>2,495,931.37</b>	<b>19,538.77</b>	<b>338,903.72</b>	<b>647,679.08</b>	<b>1,000.00</b>	<b>5,343.53</b>	<b>10,185,050.14</b>

**City of Moscow**  
**Cash and Investments**  
**Balances as of 1/31/2026**

Fund	Year to Date Balance
General Fund	\$ 7,041,585.57
Street Fund	\$ 2,612,531.39
Recreation & Culture	\$ 1,241,695.71
MSDCP	\$ 152,357.04
1912 Fund	\$ 43,300.80
Transit Center	\$ 56,203.45
Water Fund	\$ 1,877,963.16
Sewer Fund	\$ 3,263,216.74
Stormwater Fund	\$ 604,694.67
Sanitation Fund	\$ 2,250,524.95
Fleet Fund	\$ 6,445,899.02
Information Systems	\$ 1,776,114.40
Water Capital	\$ 11,467,830.39
Sewer Capital	\$ 29,190,982.24
Stormwater Capital	\$ 401,458.55
Sanitation Capital	\$ 11,554,731.63
Capital Projects	\$ 19,569,758.89
LID Construction	\$ -
Hamilton	\$ 795,302.28
Bond & Interest	\$ 1,160,793.26
LID Funds	\$ -
Payroll Service	\$ 1,327,344.56
<b>Total Cash &amp; Investments</b>	<b>\$ 102,834,288.70</b>

**DISBURSEMENTS REPORT FOR JANUARY 2026**

DATE	FUND NAME	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	WELLSFARGO CC ACH	ACCOUNTS PAYABLE ACH	VOID CHECKS	PAYROLL	PAYROLL	GRAND TOTALS
		1/7/2026	1/14/2026	1/21/2026	1/28/2026	1/20/2026	1/14/2026	1/7/2026	1/9/2026	1/23/2026	
BATCH #		AP 1.7.2026	AP 1.14.2026	AP 1.21.2026	AP 1.28.2026	1/30/2026 AP 1.9.2026 AP 1.24.2026	1/21/2026 AP 1.14.2026 AP 1.21.2026	1/14/2026 AP 1.7.2026 AP 1.14.2026			
CHECK #'s		115130-115212	115213-115279	115280-115339	115340-115407	January CC ACH's	January ACH's	115207 115277,115278	21684	21685	
Fund #	ACH for Wells Fargo to be Imported										0.00
101	GENERAL	116,117.77	194,920.01	46,492.84	29,083.62	9,171.46		(382.00)	424,620.79	418,779.79	1,238,804.28
105	STREETS	6,867.98	29,451.09	8,693.73	12,471.12				31,674.71	33,224.85	122,383.48
120	RECREATION AND CULTURE	13,452.65	6,339.48	1,552.69	3,965.25	2,228.38			58,083.57	61,171.14	146,793.16
121	MSD COMM. PLAY FIELDS		2,676.74			558.08					3,234.82
123	1912 CENTER	10,750.00		10,750.00							21,500.00
128	TRANSIT CENTER		302.75	1,012.09							1,314.84
220	WATER	18,899.22	44,741.61	4,784.56	29,675.50	1,177.16		(1,964.27)	57,754.45	57,394.29	212,462.52
230	SEWER	12,737.53	51,863.29	59,633.01	19,050.42	1,198.77	22,102.94	(179.52)	62,433.22	61,291.11	290,130.77
235	STORMWATER	2,451.45	731.10	1,987.52	1,385.98				19,652.13	19,262.95	45,471.13
240	SANITATION	146,253.15	152.28		124.81		252,933.07		4,184.76	4,273.85	407,921.92
290	FLEET	9,079.87	2,347.05	86,382.73	75,176.12	23.58			15,644.52	15,966.21	204,620.08
295	INFORMATION SYSTEMS	2,400.00	14,656.74	46,631.33	25,140.00	6,853.86			21,967.14	22,484.73	140,133.80
320	WATER CAPITAL PROJECTS	19,853.66					188.25				20,041.91
330	SEWER CAPITAL PROJECTS	23,839.16		11,471.90			188.25				35,499.31
335	STORMWATER CAPITAL PROJ										0.00
340	SANITATION CAPITAL PROJ				5,200.00						5,200.00
350	CAPITAL PROJECTS	325,334.37	5,263.40	4,912.42			5,001.98				340,512.17
355	LID CONSTRUCTION										0.00
380	HAMILTON - PARKS & REC										0.00
	<b>TOTAL</b>	<b>708,036.81</b>	<b>353,445.54</b>	<b>284,304.82</b>	<b>201,272.82</b>	<b>21,211.29</b>	<b>280,414.49</b>	<b>(2,525.79)</b>	<b>696,015.29</b>	<b>693,848.92</b>	<b>3,236,024.19</b>



# COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, February 9, 2026



## AGENDA ITEM TITLE

Selective Traffic Enforcement Program – Grant Application (ACTION ITEM) - Alisa Anderson / Eric Warner

## RESPONSIBLE STAFF

Alisa Anderson, Grants Manager

## ADDITIONAL PRESENTER(S)

## DESCRIPTION

The Selective Traffic Enforcement Program (STEP), sponsored by the Idaho Transportation Department (ITD) Office of Highway Safety (OHS), is now accepting funding proposals from local law enforcement agencies. The Moscow Police Department (MPD) has participated since October 2021, receiving five awards. Due to program rules limiting agencies to five consecutive awards and requiring a one-year break afterward, MPD did not apply for FY2026. The program focuses on reducing traffic crashes resulting in fatalities and serious injuries by targeting specific behaviors and safety deficiencies. The STEP grant reimburses law enforcement for traffic enforcement activities, including problem identification, project planning, and safety performance measures. MPD has a dedicated traffic enforcement officer and a “Traffic Enforcement Team” to meet grant requirements. The next grant period runs from October 1, 2026, to September 30, 2027. Funding will cover wages, fringe benefits, overtime, travel, training, equipment, and outreach efforts. MPD requests up to \$75,000, with an in-kind match of \$18,750, including mileage, costs, and overtime dedicated to traffic patrols. The application deadline is February 27, 2026.

## REVIEWED BY

## PROPOSED ACTIONS

**PROPOSED ACTIONS:** Recommend approval for the Moscow Police Department to apply for the Selective Traffic Enforcement Program, requesting grant funding assistance not to exceed \$75,000, with an in-kind match of \$18,750 for FY2027, or provide staff with further direction.

## STAFF RECOMMENDATION

Recommend approval for the Moscow Police Department to apply for the Selective Traffic Enforcement Program, requesting grant funding assistance not to exceed \$75,000, with an in-kind match of \$18,750 for FY2027.

## OTHER RESOURCES

N/A

## FISCAL IMPACT

The match requirement is 25% of the total amount awarded and to include in-kind salaries of officers working on the project, mileage, training, and office supplies.

## **PERSONNEL IMPACT**

Police Department, Grants Division, Finance Department

## **ATTACHMENTS**

1. FY27-Grant-Instructions-1
2. FY27-Grant-Application



**Idaho Office of Highway Safety  
FY27 GRANT APPLICATION INSTRUCTIONS**

PO Box 7129  
Boise, ID 83707-1129  
Phone: (208)334-8100

## Introduction

The Idaho Transportation Department’s Office of Highway Safety (OHS) provides grant funding to enhance existing enforcement or other traffic safety awareness measures that support efforts addressing specific behavior-related traffic safety priority areas. The focus areas for grant-funded enforcement (\*overtime and regular hours) or other educational efforts to include Impaired Driving, Aggressive Driving, Distracted Driving, Occupant Protection, Bicycle, Pedestrian, Motorcycle Safety, Youthful Drivers, Traffic Records, Roadside Safety, and Emergency Medical Services/Post-Crash Care. Grants may be awarded for projects addressing traffic safety deficiencies, expanding an ongoing activity, or developing a new program or intervention. This application is intended for year-long enforcement grants and is not the same as the Traffic Enforcement Grant Program Agreement (TEGPA) for participation in mobilizations and mini-grants.

By law, the National Highway Traffic Safety Administration (NHTSA) Highway Safety Funds cannot be used for highway construction, maintenance, or design, nor to supplant regular duty activities. Requests for NHTSA grant funds are not appropriate for projects such as safety barriers, turn lanes, traffic signals, or crosswalk markings. Additionally, funds cannot be used for facility construction or the purchase of office furniture.

## General Information

This guide provides funding information and instructions for completing the grant application. Please read the document carefully and refer to it as needed. If you have any questions or need assistance completing the application, contact any of the staff members listed at the end of this document.

FY 2027 Grant Application Process Timeline	
January 5, 2026	Request for Applications released. OHS will send a letter or email confirming receipt of your application to the Primary Contact.
February 27, 2026	Grant Application Deadline @ 5:00 p.m. MST
March 2026	OHS staff reviews applications and submits them for scoring
May 2026	OHS presents the Draft Highway Safety Plan to the Idaho Traffic Safety Commission for approval. Successful applicants will be notified of their tentative award by July, 2026.
June 2026	ITD Board reviews and approves the Highway Safety Plan
August 2026	NHTSA reviews and approves the Highway Safety Plan
September 2026	New FY27 grantees will receive a conditional award notice
October 2026	Start of the new Fiscal Year, grantees will receive their grant documents to sign, followed by the notice to proceed when fully executed.

## Selection Criteria

Grant applications will be reviewed and scored by a selected group representing all aspects of highway safety per NHTSA guidelines. Grants will be awarded according to their score ranking based on the following criteria:

- Is the problem/need clearly identified?
- Is the problem supported by state and/or local crash data or other data/documentation?
- Are goals, objectives, and activities clearly stated?
- Is the Grant Application and Budget complete, correct, and relevant?
- Are all activities \*eligible for funding?

## Scoring

- Section 1 – Application Information (5 pts)
- Section 2 – Grant Narrative (Total 85 pts)
- Section 3 – Project Budget (10 pts)

## Important Notes

- Applications that rank higher than the group population rate for Fatal and Serious Injury crashes will be given higher priority.
- Grant awards will be contingent upon receipt of NHTSA approval of the Annual Grant Application in September and the first allocation of grant funds.
- Partial awards may be necessary until 100% of NHTSA funds have been received by OHS.
- NHTSA grant funds are subject to federal Reporting Requirements.
- All grant claims must be received within 60 days following the completion of the activity.
- The final year-end claim must be received on or before October 15, 2027, unless prior approval for a later date is granted in writing by the Highway Safety Manager.
- OHS will reach out to the Grant Contact identified on the application for questions raised during the scoring process.
- FY27 will be the final year of the 3-year STEP grants. STEP 1, 2, and 3-year grant recipients may apply for overtime-only or regular hours grants in FY27.
- \*Overtime only patrols for enhanced traffic enforcement will be eligible beginning in FY28.

## Notification

OHS will send a letter or email confirming receipt of your application to the Primary Contact. All grant applications are reviewed and scored during the month of March. Successful applicants will be notified of their tentative award by July, 2026. The applicant Primary Contact will be notified in September following NHTSA’s approval of the Annual Grant Application.

## Agencies Eligible to Receive Funding

Government agencies, political “subdivisions” of the state and local government agencies, state colleges and universities, school districts, businesses, and certain qualified organizations are eligible to receive highway safety grant funding. Non-profit organizations applying for funding must make a copy of 501c (3) status available.

## Project Funding Period

Grants are administered on a federal fiscal year basis (October 1 – September 30). All grants are awarded annually based on available funding. Partial awards may be necessary until 100% of NHTSA funds have been received.

## STEP PROGRAM CHANGE FOR FY27

Law Enforcement \*STEP grants are limited to 3 consecutive years of funding support for up to 2,080 hours of traffic-enforcement-eligible activities per year.

See the following example based on an average hourly rate of \$30 per hour (\$62,400).

- Yr1: Award up to 75%, match 25% Federal \$46,800: Match \$15,600
- Yr2: Award up to 50%, match 25% Federal \$31,200: Match \$7,800
- Yr3: Award up to 25%, match 25% Federal \$15,600: Match \$3,900

Highway safety grants are intended to provide “seed money” to launch new programs, much like start-up capital for a new business. All grant-funded projects are intended to become self-sufficient when grant funding ends and should continue operating with local or state funds.

Federal highway safety grants may be used only to enhance existing efforts, not to supplement routine traffic patrol operations. Grant funds may be used only to support additional, directed traffic safety activities that address the previously identified specific focus areas, based on documented problem identification and conducted at above-normal staffing and patrol levels.

Directed overtime or regular-hour patrols must focus on impaired driving, speeding, occupant protection, or other behaviors identified through problem identification, and are eligible when they address demonstrated traffic safety needs. In contrast, routine patrols, responding to general calls for service, completing crash reports, or conducting crash reconstructions are considered routine agency responsibilities and are not eligible for grant reimbursement.

### Funded Traffic Priority Areas

**Impaired Driving** – Includes impaired driving (alcohol/drugs), youth alcohol programs, and community prevention/intervention programs. Grant applications should include one or more of the following activities: specialized enforcement, education, training, and public information efforts.

**Aggressive Driving** – Includes speeding, red light running, failure to yield, following too close, and other high-risk aggressive driving behaviors. Grant applications should include one or more of the following activities: specialized enforcement, education, and public information efforts.

**Distracted Driving** – Includes efforts to create public awareness, enforce the existing hands-free law, and address other high-risk distracted driving behaviors. Grant applications should include one or more of the following activities: specialized enforcement, education, and public information efforts.

**Occupant Protection** – Includes seat belt use awareness, seat belt enforcement, special needs, teens, minority programs, and other education programs. Grant applications should include one or more of the following activities: education, training, enforcement, usage and attitudinal surveys, and public information efforts.

**Child Passenger Safety** – Includes establishing or expanding child passenger safety inspection sites, child passenger safety technician training, special needs training, and other child passenger safety programs. Grant applications should include one or more of the following activities: education, training, enforcement, usage surveys, attitudinal surveys, and public information efforts.

**Pedestrian and Bicycle Safety** – Includes programs to increase safety awareness and skills among pedestrians, bicyclists, and motorists sharing the roadway. Grant applications should include the following activities: education, training, enforcement, surveys, and public information efforts.

**Motorcycle Safety** – Includes programs to increase safety awareness and skills among motorcyclists or motorists sharing the roadway. Applications should include one or more of the following activities: education, training, and public information efforts.

**Youthful Drivers** – Funding is provided to eliminate fatal and injury crashes by 15-19 year old drivers. Emphasis is placed on prevention through education and enforcement activities. Agencies are encouraged to work with local teen groups such as impaired driving offenders, student governments, and other student organizations dedicated to increasing peer-to-peer education of traffic safety issues. Proposed projects should focus on creating change in teen driving behaviors.

**Selective Traffic Enforcement Program (STEP)** – The Selective Traffic Enforcement Program (STEP) combats traffic crashes that result in fatal and serious injuries through dedicated, sustained traffic enforcement. The Idaho STEP program is a year-long grant program that may fund up to 2,080 hours (calculated on the average pay per patrol officer) of regular duty time for 75% the first year, at 50% in year two, and 25% in year three, plus an identified number of overtime hours. Grants are awarded on an annual basis. Using problem identification and data, agencies focus on traffic-priority areas. Please provide crash and citation comparison data for up to three years to the current grant-funded year.

## Highway Safety Grant Application Guidelines

Grant applications must be submitted to the Office of Highway Safety **on or before Friday, February 27, 2026 by 5:00 p.m. MST** to be considered.

### APPLICATION INSTRUCTIONS

#### SECTION 1 - Application Information

Provide relevant, current, and correct contact information regarding this project and the person(s) associated with it.

- A. **EIN, Tax ID Number**
- B. **UEI, Unique Entity Identifier.** You must first be registered with the System of Award Management ([SAM.gov](https://sam.gov)).

#### SECTION 2 - Grant Narrative

Provide a project description by thoroughly completing the following A – G in this section.

- A. **Project Focus** - Select a project focus area. You may check more than one area if appropriate.
- B. **Problem Identification** – Establish your project goal(s) with a description of the problem/need. Use the most recent data available to support the goal(s). You may use your agency’s data, WebCars analysis, ITD Crash Data Dashboards, the 2024 Traffic Crash Report or other sources such as community health data provided by the Idaho Department of Health and Welfare at [gethealthy.dhw.idaho.gov](https://gethealthy.dhw.idaho.gov). If you have questions regarding data, contact one of the Research Analyst Principals to help: [Kelly.campbell@itd.idaho.gov](mailto:Kelly.campbell@itd.idaho.gov) or [steve.rich@itd.idaho.gov](mailto:steve.rich@itd.idaho.gov)
- C. **Grant Implementation & Activity Summary** - Summarize how your agency or organization plans to implement the grant and how the project will aid in achieving your goal(s).
- D. **Community Outreach, Education and Engagement Plan** – Create a tentative list of proposed events related to community outreach, education, and engagement efforts. This should include a timeline with anticipated start and completion dates (examples: community events, school safety fairs, youth peer-to-peer traffic safety programs, etc.). *You may use the attached Appendix A if preferred.*
- E. **Assessment and Performance Evaluation** – Explain what type of measurements and data your agency or organization intends to collect, and verify that the goal(s) were met. Your agency will be required to provide a quarterly report throughout the year. If this is a multi-year project, summarize the accomplishments for the previous year’s grant-funded activities.
- F. **Attach the Subrecipient Financial Risk Assessment FY27 form.**
- G. **Other Attachments:** Attach any other information that may be beneficial to your project, such as local letters of support requesting the benefit of a NHTSA-funded project in their community.

**SECTION 3 - Project Budget** – Describe in detail the cost/expenses associated with the proposed project. Identify how your agency will provide matching funds. Any funds you claim as match cannot be federal dollars. Matching funds may include wages of individuals working on the project, mileage incurred while working on the project, training provided, or any other in-kind or matching funds. You do not have to show match in each category; however, the total match must be at least 25% of the total amount you are requesting for the project. The OHS programs are primarily federally funded through the National Highway Traffic Safety Administration (NHTSA) or through other Federal funds. Overtime enforcement efforts and reimbursement should be spread throughout the fiscal year appropriately and not utilized at one time.



**SAMPLE - Grant Application BUDGET Worksheet**

Idaho Transportation Department Office of Highway Safety

Agency: Any County Sheriff's Office	Project Title: Impaired High Visibility Enforcement		
	<b>BUDGET</b>		
	State/Local Match	Grant Funded	
<b>PERSONNEL COSTS (HS H901)</b>			Personnel costs include wages and may include the benefits paid against the wage.
Officer OT including benefits = 35/hr x 500 hrs.		\$17,500.00	
Admin to process claims and reports = 16.5/hr x 25 hrs.	\$412.50		
Officer hrs. during DRE Sem = 40 hrs x \$30	\$1,200.00		
Subtotal Personnel Costs	\$1,612.50	\$17,500.00	
<b>TRAVEL (HS H902)</b>			Travel costs include mileage, airfare, per-diem, and lodging. Does not include conference fees.
Mileage traveled during OT = .58/mi. x 6500	\$3,944.00		
DRE Seminar (airfare, hotel, per-diem)		\$2,200.00	
Subtotal Travel	\$3,944.00	\$2,200.00	
<b>CONTRACTUAL SERVICES (HS H903)</b>			Contractual services may include services required to carry out the grant activities by a third party contractor, i.e. trainer, event coordinator, media, etc...
Subtotal Contractual Services	\$0.00	\$0.00	
<b>CONSUMABLES (HS H904)</b>			Consumable are equipment or items used to support the activities of the grant.
Handheld FC20 Breathalyzer		\$2,000.00	
Subtotal Commodities	\$0.00	\$2,000.00	
<b>DIRECT COSTS (HS H905)</b>			Direct costs include items that support the success of the grant activities, i.e. conference fees and training.
Advanced DRE Seminar Fee		\$2,000.00	
Subtotal Other Direct Costs	\$0.00	\$0.00	
<b>INDIRECT COSTS (HS H906)</b>			Before using, a rate must be substantiated by the grantee. CFR2 Part 200.414
Subtotal Indirect Costs	\$0.00	\$0.00	
<b>GRANT REQUEST TOTAL</b>	<b>\$5,556.50</b>	<b>\$21,700.00</b>	

**GRANT APPLICATION SUBMITTAL**

Once you have completed the Grant Application and Risk Assessment,

email to: [ohsgrants@itd.idaho.gov](mailto:ohsgrants@itd.idaho.gov)

or mail to: ITD Office of Highway Safety

PO Box 7129

Boise, ID 83707-1129

**Submittal deadline is 5:00 p.m. MST, Friday, February 28, 2026.** If you need assistance with your application or have questions regarding the process, contact any of our Grant Project Managers listed below.

**OHS Contact Information:**

Highway Safety Manager: [josephine.middleton@itd.idaho.gov](mailto:josephine.middleton@itd.idaho.gov), (208) 334-8112

Community Engagement & Partnerships, Law Enforcement Liaison Program:

[jillian.garrigues@itd.idaho.gov](mailto:jillian.garrigues@itd.idaho.gov) (208) 334-8557

Police Traffic Services, Year-Long Enforcement Grants/STEP Program, Equipment:

[denise.dinnauer@itd.idaho.gov](mailto:denise.dinnauer@itd.idaho.gov), (208) 334-4460

Media, Highway Safety Summit, Motorcycle Safety, Bicycle/Pedestrian Grants:

[bill.kotowski@itd.idaho.gov](mailto:bill.kotowski@itd.idaho.gov), (208) 334-8690

Year Long Grants, Impaired Driving, Prosecuting Attorney Program, Child Passenger Safety Grants:

[lisa.losness@itd.idaho.gov](mailto:lisa.losness@itd.idaho.gov), (208) 334-8103

Youthful Drivers, Distracted Driving, Occupant Protection Grants: [tabitha.smith@itd.idaho.gov](mailto:tabitha.smith@itd.idaho.gov),

(208) 334-8104

SWET & Crash Data: [kelly.campbell@itd.idaho.gov](mailto:kelly.campbell@itd.idaho.gov), (208) 334-8105

e-Impact or Quick Crash: [kirstin.weldin@itd.idaho.gov](mailto:kirstin.weldin@itd.idaho.gov), (208) 334-8113

Crash Data, Statistical Reporting: [steve.rich@itd.idaho.gov](mailto:steve.rich@itd.idaho.gov), (208) 334-8116

[Crash Data Dashboard Overview training video](#), 9 minutes  
[WebCars](#)



# FFY 2027 GRANT APPLICATION

Idaho Transportation Department  
Office of Highway Safety



## Instructions:

This application consists of three sections: Application Information, Grant Narrative, and Project Budget. Please complete each section and submit via email or mail. An incomplete application will not be considered. **The application deadline is 5:00 pm MST, Friday, February 27, 2026.** Email to: [ohsgrants@itd.idaho.gov](mailto:ohsgrants@itd.idaho.gov) or mail to: ITD Office of Highway Safety, PO Box 7129, Boise, ID 83707-1129. All grants operate on the federal fiscal year, October 1 to September 30.

## SECTION 1 – APPLICATION INFORMATION

Agency Name	<input type="text"/>		
Agency Address	<input type="text"/>		
Agency Type	Law Enforcement <input type="checkbox"/> Non-Profit <input type="checkbox"/> EMS <input type="checkbox"/> Other <input type="checkbox"/>	EIN Tax ID Number	<input type="text" value="enter text"/>
		UEI Unique Entity Identifier	<input type="text" value="enter text"/>

### Primary Contact *(The individual with signing authority for the agency or organization)*

Name and Title	<input type="text"/>		
Address	<input type="text"/>		
Email	<input type="text"/>	Phone Number	<input type="text" value="enter text"/>

### Grant Manager Contact *(Responsible for managing the everyday activities of the grant, cannot be the same as above)*

Name and Title	<input type="text"/>		
Address	<input type="text"/>		
Email	<input type="text"/>	Phone Number	<input type="text" value="enter text"/>

Primary Contact Signature (Electronic signature is acceptable)	<input type="text"/>
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Grant Manager Signature (Electronic signature is acceptable)	<input type="text"/>
---	----------------------

*The signatures above certify that the funding eligibility requirements in the Grant Application Instructions have been met.*

## SECTION 2 – GRANT NARRATIVE

### A. Project Focus

Select a project focus area from the box below. Check all areas that apply.

Impaired Driving	<input type="checkbox"/>	Pedestrian Safety	<input type="checkbox"/>
Distracted Driving	<input type="checkbox"/>	Speed/Aggressive Driving	<input type="checkbox"/>
Youthful Drivers	<input type="checkbox"/>	Occupant Protection	<input type="checkbox"/>
Motorcycle Safety	<input type="checkbox"/>	Child Passenger Safety	<input type="checkbox"/>
Bicycle Safety	<input type="checkbox"/>	Other	

### B. Problem Identification (20 pts)

Establish your project goals and objectives, including a description of the problem/need, using the most recent available data. Applications that rank higher than the group population rate for Fatal and Serious Injury crashes will be given higher priority.

You may use your agency's data, WebCars analysis, [ITD Crash Data Dashboards](#), the [2024 Annual Traffic Crash Report](#), or other sources, such as community health data from the Idaho Department of Health and Welfare at [gethealthy.dhw.idaho.gov](http://gethealthy.dhw.idaho.gov). If you have questions about data, contact one of the Research Analyst Principals at [kelly.campbell@itd.idaho.gov](mailto:kelly.campbell@itd.idaho.gov) or [steve.rich@itd.idaho.gov](mailto:steve.rich@itd.idaho.gov).

### C. Grant Implementation & Activity Summary (20 pts)

Summarize how your agency or organization plans to implement the grant and how the project activities will aid in achieving your goals and objectives.

**D. Community Outreach, Education, and Engagement Plan. (20 pts)**

Create a Community Outreach, Education, and Engagement Plan that includes a proposed list of events and activities in the space below, or use the attached Appendix A. This should include a timeline with anticipated start and completion dates (examples: community events, school safety fairs, youth peer-to-peer traffic safety programs, social media, etc.).

**E. Assessment and Performance Evaluation (20 pts)**

Explain what type of measurements and data your agency or organization intends to collect and verify that the goal(s) were met. Your agency will be required to provide quarterly reports throughout the year. If this is a multi-year project, summarize the accomplishments for the previous year's grant-funded activities.

**F. Attachment: Subrecipient Financial Risk Assessment (10 pts)**

Please attach the FY27 Subrecipient Financial Risk Assessment form to the application. This form should be completed by someone with knowledge of the agency's financial details.

**G. Other Attachments: (Optional)**

Attach any additional information that may benefit your project, such as local letters of support requesting the benefit of an NHTSA-funded project in their community. For example, if the activity includes youth traffic safety education, a letter from the local school principal supporting the project would be advantageous.

### **SECTION 3 – PROJECT BUDGET (10 pts)**

Describe in detail the cost/expenses associated with the proposed project. Identify how your agency will provide matching funds. Any funds you claim as match cannot be federal dollars. Matching funds may include wages of individuals working on the project, mileage incurred while working on the project, training provided, or any other in-kind or matching funds. You do not have to show a match in each category; however, the **total match must be at least 25% of the total amount of federal funds being requested** .

See Next Page



## Grant Application BUDGET Worksheet

Idaho Transportation Department Office of Highway Safety

Agency: \_\_\_\_\_

Project Title: \_\_\_\_\_

	BUDGET	
	Local Match (25%)	Grant Funded (75%)
<b>PERSONNEL COSTS (HS H901)</b>		
Traffic enforcement regular hours, overtime hours (includes *benefit %), admin support, etc.		
Grant Activity Hours related to Community Outreach, Education, and Engagement		
Subtotal Personnel Costs	\$0.00	\$0.00
<b>TRAVEL (HS H902)</b>		
ID state rate = .70 per mile		
Subtotal Travel	\$0.00	\$0.00
<b>CONTRACTUAL SERVICES (HS H903)</b>		
i.e. traffic education & training		
Subtotal Contractual Services	\$0.00	\$0.00
<b>CONSUMABLES (HS H904)</b>		
i.e. traffic enforcement equipment		
Subtotal Commodities	\$0.00	\$0.00
<b>DIRECT COSTS (HS H905)</b>		
i.e. traffic safety conference fees		
Subtotal Other Direct Costs	\$0.00	\$0.00
<b>INDIRECT COSTS (HS H906)</b>		
Subtotal Indirect Costs	\$0.00	\$0.00
<b>GRANT REQUEST TOTAL</b>	<b>\$0.00</b>	<b>\$0.00</b>

*\*Benefits may include PERSI, Workers Comp, Long Term Disability, Unemployment, Life Ins., Medical/Dental, and must be billed as a percentage of personnel costs being billed with each claim.*

- All STEP grants need to see changes for 2027 in the Grant Application Instructions.
- All grant claims **must** be billed monthly or quarterly and submitted within 60 days following the completion of the activity.
- Only claims received before November 15, 2027, will be reimbursed unless prior approval is obtained from the Highway Safety Manager
- Grant awards will be contingent upon receipt of NHTSA approval of the Annual Grant Application and the anticipated allocation of grant funds.
- Partial awards may be necessary until OHS has received 100% of the NHTSA funds.
- NHTSA grant funds are not guaranteed and subject to Federal Reporting Requirements.

## FY27 GRANT APPLICATION – APPENDIX A

**D. Community Outreach, Education and Engagement Plan.** (20 pts)

Prepare a Community Engagement Plan showing a proposed list of events related to community outreach, education and engagement efforts. This should include a timeline with anticipated start and completion dates (examples: community events, school safety fairs, youth peer-to-peer traffic safety programs, etc.). Please list separately. Use an additional sheet if necessary.

**Example:**

Month	Type of Event	Location	Anticipated Partners	Target Audience
<i>October 2025</i>	<i>School Safety Fair</i>	<i>xxxxx High School</i>	<i>School Resource Officer</i>	<i>High School Students 15-18</i>
<b>Proposed Key Message:</b> <i>Communicate safe driving behaviors (specifically Distracted Driving) for students aged 15-18 that are either taking Driver’s Education, Driving with a Permit, or a new driver. An assembly will be held addressing the student body along with time for Q&amp;A.</i>				
<b>How do you plan to measure success?</b> <i>The attending Officer will document the number of students in attendance and Distract Driving brochures distributed. In addition, capture key points of concern with young drivers. This is an event that we plan on partnering with xxxxx High School annually.</i>				

Month	Type of Event	Location	Anticipated Partners	Target Audience
<b>Proposed Key Message:</b>				
<b>How do you plan to measure success?</b>				

Month	Type of Event	Location	Anticipated Partners	Target Audience
<b>Proposed Key Message:</b>				
<b>How do you plan to measure success?</b>				



# COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, February 9, 2026



## AGENDA ITEM TITLE

Verizon Wireless Communications Facility Lease Agreement (ACTION ITEM) - Bill Belknap

## RESPONSIBLE STAFF

Bill Belknap, City Administrator

## ADDITIONAL PRESENTER(S)

## DESCRIPTION

The City of Moscow leases space on the City's water reservoirs to wireless communications providers. In 2004, the City entered into a lease agreement with Cellco Partnership (dba Verizon Wireless) to lease space on the Jim Lyle Rotary Park water reservoir and to build the joint restroom/equipment structure that exists in the park. That agreement spanned 25 years and will end in 2029. Verizon Wireless has expressed the desire to renew and extend the lease agreement. Staff has prepared a new lease agreement that would renew the lease for up to another 25 years with an initial term of 5 years and four additional 5-year renewal terms. At the end of the current lease term in 2029, the lease fees would be increased to the City's existing lease rate of \$15,690 per year to \$35,420.40 per year with 3% annual escalator each year thereafter. The lease agreement is before the Council for consideration.

## REVIEWED BY

## PROPOSED ACTIONS

**PROPOSED ACTIONS:** Recommend approval of the lease agreement; or provide staff further direction.

## STAFF RECOMMENDATION

Recommend approval of the lease agreement.

## OTHER RESOURCES

## FISCAL IMPACT

## PERSONNEL IMPACT

## ATTACHMENTS

1. MOUNTAIN VIEW - WIRELESS COMMUNICATIONS FACILITY LEASE AGREEMENT-  
Verizon\_final

WIRELESS COMMUNICATIONS FACILITY LEASE AGREEMENT  
BETWEEN CITY OF MOSCOW, IDAHO AND CELLCO PARTNERSHIP D/B/A VERIZON  
FOR WIRELESS ROTARY PARK WATER TOWER

THIS WIRELESS COMMUNICATION FACILITY LEASE AGREEMENT (hereinafter “Agreement”) is effective on \_\_\_\_\_, 2026, (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 Cellco Partnership d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey, 07920 (hereinafter “VERIZON”).

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 VERIZON 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”, incorporated herein by reference (hereinafter “Property”).
- B. Permitted Use. In exchange for the Lease Fee as described herein, VERIZON is hereby granted the right to construct, operate, maintain, repair and remove a wireless communication facility (WCF) on the Property described in Section A herein and as shown upon the approved construction drawings shown on Exhibit “B”, incorporated herein by reference (hereinafter “WCF Equipment”). No additional compensation beyond the standard permit and plan review fees charged by CITY shall be required in association with the installation, maintenance, operation and/or removal of the VERIZON WCF. The WCF Equipment shall contain the following components:
  1. Ground mounted equipment. Multipurpose Equipment Building- Twenty-Two (22) feet by Twenty-Four (24) feet, of which a Twelve (12) foot by Twenty-Four (24) foot portion is currently used to contain VERIZON’s radio cabinets, power and telephone connections, and a utility meter. VERIZON shall be entitled to the continued use of the Twelve (12) by Twenty-Four (24) foot portion to house VERIZON’s WCF equipment throughout the term of this Agreement.
  2. Antenna Facilities. Twelve (12) panel antennas 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 WCF Equipment shall remain the exclusive property of VERIZON and shall not be considered fixtures. VERIZON shall have the right to install the WCF Equipment at any time during the Initial Term, and during such Term, CITY shall reserve space and load capacity to accommodate the WCF Equipment.

3. Underground power lines and components. Underground conduit and utility connections necessary to provide service to the WCF and provide connection to the Antenna Facilities and other equipment mounted upon the water tower as shown on Exhibit “B”.
- C. Effect Upon Existing Lease. This lease shall replace and supersede the existing Wireless Communication Facility Agreement for the Property between CITY and VERIZON dated September 7, 2004, together with that certain First Amendment to Wireless Communication Facility Agreement dated December 20, 2011, referenced by VERIZON as Contract #NG 60135 (“Terminated Lease”). CITY and VERIZON acknowledge that notwithstanding the termination of the Terminated Lease and the commencement of this Agreement, VERIZON may continue to make, and CITY may continue to receive, rental and other payments pursuant to the Terminated Lease. In such event, any rental or other payments made pursuant to the Terminated Lease after its termination shall be applied and credited against any rentals or other payments due under this Agreement.
- D. 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 (5<sup>th</sup>) 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 unless VERIZON gives CITY written notice of its intent to terminate at least three (3) months prior to the end of the Initial Term or then current Renewal Term, as applicable. The Initial Term, together with any Renewal Terms and Extended Periods are referred to collectively as the “Term.”
- E. Lease Fees.
  1. Upon the Effective Date, VERIZON shall pay CITY lease payments (hereinafter “Lease Fee”) in the amount of One Thousand Three Hundred Seven Dollars and Fifty Cents (\$1,307.50) per month until August 31, 2029, at which time the Lease Fee due upon September 1, 2029, shall increase to Two Thousand Nine Hundred Fifty-One Dollars and Seventy Cents (\$2,951.70). Thereafter, upon each annual 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. VERIZON shall deliver the Lease Fee to CITY at the address specified in Section S 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 of this Agreement. Subsequent Lease Fees shall be payable by the first (1<sup>st</sup>) day of each month thereafter.
  2. Recovery of Costs. VERIZON shall reimburse CITY for reasonable costs CITY incurs in responding to any emergency caused by VERIZON’s equipment and uses on the Property. VERIZON, shall reimburse CITY for its proportionate share for reasonable expenses and costs, including CITY personnel salary and benefits, to the extent incurred by CITY in planning, constructing, installing, repairing or altering any CITY facility which becomes reasonably necessary due to the presence of VERIZON’s equipment and uses permitted by this Agreement. CITY shall provide an invoice and reasonable supporting documentation for any recovery of costs and expenses.

3. VERIZON shall pay all costs involved in the construction, operation, maintenance, repair, and removal of VERIZON's WCF Equipment and uses permitted under this Agreement. VERIZON 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 VERIZON 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.
- F. CITY Cooperation. During the Initial Term, CITY shall reasonably cooperate with VERIZON'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 VERIZON's Governmental Approvals.
- G. Construction.
1. Integrity of Water Tower. VERIZON 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, VERIZON 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. VERIZON shall not proceed with any proposed work without written authorization by CITY.
  2. WCF Equipment. VERIZON agrees that all of the WCF Equipment to be maintained or 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 VERIZON being in default with respect to this Agreement. Notwithstanding anything contained in this Agreement to the contrary, VERIZON may, without CITY consent or submission of Plans, repair, make minor modifications or replace its existing WCF Equipment at any time with identical or substantially similar (in dimension, weight, as well as specification) equipment as long as such work does not change the load on the Tower or increase the size of the leased premises. CITY shall have the right to require VERIZON to relocate its WCF Equipment on CITY's water tower to a different location on the water tower as long as the WCF Equipment move does not interfere with VERIZON's signal transmission in VERIZON's sole determination. CITY will give VERIZON nine (9) months' written notice of any WCF Equipment move in a non-emergency status. In an emergency situation, if VERIZON fails to make reasonable efforts to relocate its WCF Equipment as requested in a

- timeframe provided by CITY, CITY shall have the right to remove VERIZON's WCF Equipment if necessary to resolve the emergency.
3. Pre-Construction Procedures. Prior to installing any WCF 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. VERIZON shall submit to CITY detailed plans and specifications (hereinafter "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 VERIZON has obtained all approvals, permits and consents required by, and has otherwise complied with, all applicable Federal, State and Local laws, rules, regulations, safety and other codes and ordinances (hereinafter "Legal Requirements") applicable to the performance of the Work.
  - b. VERIZON shall not commence any of the Work until CITY notifies VERIZON of its written approval of the Plans, which approval, with respect to VERIZON'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, VERIZON will obtain, at VERIZON's cost and expense, all required local governmental or quasi-governmental approvals and permits for construction and operation of the Equipment. VERIZON shall provide CITY with copies of such approvals and permits immediately upon receipt.
  - d. VERIZON 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 VERIZON OR ANYONE ACTING FOR OR ON BEHALF OF VERIZON.
  - e. In engaging anyone to perform any portion of the Work and to the extent permitted by law, VERIZON 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, VERIZON shall provide CITY with worker's compensation and general liability insurance certificates, including CITY as an additional insured as their interest may appear under this Agreement on its commercial general liability insurance, and otherwise satisfying the coverage requirements described herein and covering its performance of the Work. VERIZON shall require its contractors to obtain and maintain substantially the same insurance as required of VERIZON with limits commensurate with the work or service to be provided. VERIZON shall be solely responsible and liable

to CITY for VERIZON's failure to obtain or deliver to CITY the required insurance certificates from VERIZON's approved contractor.

4. Performance of Work. Upon completion of the procedures set forth in Subsection G.3 above, VERIZON shall provide CITY with prior notice of the date upon which VERIZON shall commence the installation of VERIZON's WCF Equipment. The following shall apply to performance of the Work:

- a. VERIZON shall perform, or cause to be performed, all of the Work in compliance with the Plans approved by CITY and with all Legal Requirements. VERIZON 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. VERIZON shall pay all invoices of labor and materialmen in a timely manner to prevent the imposition of any liens on CITY's property or VERIZON's property located on the Property.
- c. In no event shall VERIZON install or cause to be installed any additional utilities without the prior written consent of CITY.
- d. Under-grounding of electrical service to serve the WCF 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 VERIZON's WCF Equipment and the under-grounding thereof, as herein required, shall be the sole obligation of VERIZON 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 VERIZON's installation of its WCF Equipment, or material modification to any existing WCF Equipment, but in no event later than ten (10) business days following such completion, VERIZON shall provide CITY with as-built drawings of the WCF Equipment installed on the Property.
- b. VERIZON acknowledges and agrees that, upon reasonable prior notice (except for emergency situations), VERIZON shall reduce operating power or cease operation of its WCF Equipment which is necessary to prevent the overexposure of workers on the water tower to RF radiation. CITY will notify VERIZON by phone at (800) 837-4966 (also for emergencies).
- c. VERIZON agrees to comply with the reasonable directions and requirements which CITY, in its discretion, may from time to time establish in writing in connection with the Property and the operations of VERIZON on the Property,

provided that such directions and requirements do not unreasonably interfere with VERIZON's lawful ordinary course of business or operations.

6. Inspection Rights. CITY reserves the right to perform a pre-installation and post-installation audit and review with VERIZON. VERIZON 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 VERIZON's sole cost and expense (including to any structural analysis or structural modifications and the installation of any of VERIZON's WCF 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 VERIZON in VERIZON'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 VERIZON in exchange for an administrative fee, information which it may periodically collect from all users of the water tower which may be useful to VERIZON in demonstrating RF compliance.
- H. Interference. VERIZON shall not interfere with the radio frequency communications of CITY or any of CITY's existing tenants.
- I. Utility Services.
1. VERIZON 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 WCF Equipment, subject to CITY's prior written approval which shall not be unreasonably withheld or delayed.
  2. VERIZON shall be responsible for all utility charges for electricity, or any other utility service used by VERIZON on the Property. VERIZON shall install separate meters for VERIZON's utility usage.
- J. 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 WCF Equipment shall be done during normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday, excluding holidays, with at least twenty-four (24) hours advance notice to CITY by calling (208) 882-3122. VERIZON may arrange to perform work outside of normal business hours by providing one (1) week notice and VERIZON 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, VERIZON may have access to make repairs to VERIZON's equipment after providing one (1) hour notice to CITY and VERIZON 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, VERIZON 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 VERIZON's access to and from Property.

K. Maintenance, Operation and Ownership of Equipment by VERIZON. VERIZON shall, at its own expense, maintain the WCF 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 VERIZON's WCF Equipment shall be performed by qualified technicians, duly authorized to enter the Property as VERIZON's agents or employees. Without limiting the foregoing, VERIZON 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 WCF Equipment. All transmitters operated by VERIZON 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 VERIZON's WCF Equipment upon the Property and VERIZON shall comply with all such requests.

L. Maintenance of the Property.

1. This Agreement contemplates that both CITY and VERIZON 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, VERIZON 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 CITY and at VERIZON's sole cost. Any required work on CITY property such as protection, removal, or relocation to allow maintenance of VERIZON's WCF 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 VERIZON'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 VERIZON's WCF 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, VERIZON shall make such changes at VERIZON's sole expense. CITY will, to the extent practical in non-

emergency situations, provide VERIZON 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 VERIZON for any interruption of VERIZON's service or for interference, including electrical interference and interference created by intermodulation, with the operation of VERIZON's WCF 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 VERIZON's service.
3. VERIZON's Conduct. VERIZON shall cooperate fully in CITY's efforts to maintain the peaceful occupation of the Property, including VERIZON's agreement to cooperate in maintaining the cleanliness of the Property; in constructing its WCF 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.

M. Ingress and Egress Rights.

1. CITY grants to VERIZON, 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, service, and/or repair. Such twenty-four (24) hours prior notice to CITY does not apply to emergencies. In case of an emergency, VERIZON shall notify CITY of entry as soon as practicable following VERIZON's first notice of such emergency.
2. VERIZON, upon written permission from CITY, may, at VERIZON'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 WCF Equipment. VERIZON shall, at its own cost, repair to CITY standards any damage resulting from its use.
3. Should VERIZON 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 WCF Equipment, VERIZON 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 VERIZON 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. VERIZON shall, at all times other than during an emergency, require the presence of a CITY employee when performing any services which require VERIZON to be physically present on the subject water tower.

N. Termination.

1. VERIZON 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 VERIZON's ability to operate; (ii) a Federal Communications Commission ("FCC") ruling or regulation that is beyond the control of VERIZON; (iii) technical or economic reasons; (iv) if VERIZON is unable to obtain any Governmental Approval required for the construction or operation of VERIZON's WCF Equipment; or (v) if VERIZON determines in its sole discretion that the use of the WCF Equipment at the Property is obsolete or unnecessary, provided, however, if VERIZON terminates this Agreement pursuant to this subsection (v), and not in accordance with the written notice of its intent to terminate provided for in Section D herein, VERIZON shall be responsible to pay a termination fee to CITY equal to six (6) months of the then-current Lease Fee. VERIZON shall be responsible for continuing Lease Fee payments until the WCF Equipment is removed and the repair is made to the water tower and surrounding area of any damage done due to VERIZON's WCF Equipment or the removal of VERIZON's WCF Equipment.
2. If VERIZON 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 WCF Equipment, VERIZON may, by sending written notice directed as specified herein, terminate this Agreement. VERIZON will remove any property it has placed on the property, and restore the Property to its previous condition, reasonable wear and tear and casualty damage excepted, 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 this Agreement by CITY, provided that such time limit shall not apply to delays caused by acts of God, strikes, or other occurrences over which VERIZON has no control.

- O. Casualty and Condemnation. If the Property or Antenna Facilities are damaged or destroyed such that VERIZON is unable to operate the WCF Equipment, and CITY decides not to repair or reconstruct the Property, or if CITY is unable to make such repairs or reconstruct the Property, VERIZON 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 VERIZON terminates this Agreement under this section, CITY shall return to VERIZON 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.

P. Default and Right to Cure.

1. Notice and Cure. Neither VERIZON 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 thirty (30) 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 P.1.:
  - a. In the event of a VERIZON 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 VERIZON cure period to elapse, and with CITY's costs so incurred to be paid by VERIZON.
  - b. The Parties shall deem VERIZON to be in default, without notice or cure period being provided to VERIZON (except as expressly provided below), if any of the following occurs: (a) VERIZON is declared bankrupt, files for bankruptcy protection, is adjudged insolvent or has a receiver appointed to manage VERIZON and/or its assets; (b) VERIZON is found by a court of competent jurisdiction to have engaged in criminal activity in the operation of WCF Equipment; (c) VERIZON 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 VERIZON 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 VERIZON's WCF 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, VERIZON 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 (800) 837-4966.

Q. 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 CITY effecting a cure, VERIZON shall, in addition to all other remedies available at law or equity, have the right to immediately terminate this Agreement. Upon the occurrence of a default, the giving of notice, if required, and the expiration of any applicable cure period without VERIZON 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 VERIZON for the remainder of the then current five (5) year term of this Agreement and VERIZON shall pay the same upon demand.
2. CITY shall have the right, but not the obligation, to cure any uncured default by VERIZON, with CITY's reasonable costs so incurred to be paid by VERIZON.
3. CITY may immediately terminate this Agreement.

R. Insurance and Subrogation and Indemnification.

1. Indemnities. VERIZON 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 VERIZON's or VERIZON's employees, agents, representatives or its subcontractors installation, maintenance, presence, use or removal of the WCF Equipment on the Property, except to the extent that such damage or injury shall be due to the negligence or willful misconduct of CITY, its employees, agents, or invitees.
2. Insurance. VERIZON shall obtain and maintain commercial general liability insurance in an amount equal to one million dollars (\$1,000,000) per occurrence for bodily injury and property damage and two million dollars (\$2,000,000) aggregate during the term of this Agreement and any renewal period, covering VERIZON's use of the Property. Such insurance policy shall include CITY as an additional insured as their interest may appear under this Agreement. VERIZON shall also carry worker's compensation insurance in compliance with the statutory requirements of the state(s) of operation and commercial automobile insurance in the amount of two million (\$2,000,000) combined single limit each accident for bodily injury and property damage covering all owned, non-owned and hired vehicles. VERIZON shall be responsible for maintaining any insurance covering VERIZON's own property located on the Property; the lives and health of their respective employees; and any other business or liability insurance which VERIZON may deem necessary to VERIZON's interests. VERIZON shall require its contractors to obtain and maintain substantially the same insurance as required of VERIZON with limits commensurate with the work or service to be provided.
3. Waiver of Subrogation. VERIZON hereby waives and releases any and all rights of recovery, claim, action, or causes of action, against CITY, its 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 officers or employees, and each Party covenants that no insurer shall hold any right of subrogation against CITY.

4. Hold Harmless. VERIZON 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 VERIZON, VERIZON'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 VERIZON, VERIZON'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 Workers' Compensation laws, or any other law, ordinance, order or decree, except to the extent that such damage or injury shall be due to the negligence or willful misconduct of CITY, its employees, agents, or invitees.
  5. VERIZON 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 VERIZON 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, VERIZON shall have the right, but not the obligation, to cure such Pre-Existing Violations.
- S. 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 sent via a nationally recognized courier to the addresses set forth below. CITY or VERIZON may from time to time designate any other address for this purpose by providing written notice to the other Party.

VERIZON

Cellco Partnership d/b/a Verizon Wireless  
Attn: Network Real Estate  
180 Washington Valley Road  
Bedminster, NJ 07921  
(Site: Mountain View/MDG#5000247998)

CITY

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

With a copy to:  
Basking Ridge Mail Hub  
Attention: Legal Intake  
One Verizon Way  
Basking Ridge, NJ 07920

Per the W-9 form, Lease Fee is  
to be paid to:  
City of Moscow, Idaho

P O Box 9203  
Moscow, ID 83843

- T. 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 VERIZON 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 VERIZON'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) VERIZON'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.
- U. Environmental Laws.
1. Representations and Warranties. VERIZON 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. VERIZON 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 reasonable 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 VERIZON'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, VERIZON 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 VERIZON 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 VERIZON to assist in assuring compliance with all FCC promulgated RF exposure limitations, including providing to VERIZON 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. VERIZON 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. VERIZON's failure to provide or providing of such notification will not,

however, be deemed a waiver of VERIZON's obligation to provide indemnification required hereunder.

5. Notwithstanding anything contained in this Agreement to the contrary, VERIZON shall not be liable or responsible for any environmental condition, including the release of hazardous substances or materials, that existed on the Property before the commencement of VERIZON's activities on the Property, or that otherwise is not caused by VERIZON's activities.
- V. Assignment. VERIZON shall not assign this Agreement without the prior written consent of CITY, except CITY will not require consent to such assignment to (i) any entity in which VERIZON directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in VERIZON; or (iii) any entity directly or indirectly under common control with VERIZON or (iv) any entity which acquires all or substantially all of VERIZON's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization, as long as such assignee is also the successor to VERIZON's FCC license to operate VERIZON's WCF 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. VERIZON 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.
- W. Relocation. CITY must provide VERIZON at least three (3) months written notice of any repairs, maintenance or other work (the "Work") during the Term of this 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 and VERIZON shall be permitted to place and operate a temporary cell site and antenna structure on the Property during the Work.
- X. Marking and Lighting Requirements. If any water tower or other support structure for VERIZON'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.
- Y. 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. The terms of this Agreement shall be deemed severable. 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. Headings, captions and titles of sections of this Agreement are for the convenience of reference only, and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement, and shall not affect the construction of any provision of this Agreement.
6. Pursuant to Idaho Code § 67-2359, VERIZON certifies that it is not currently owned or operated by the government of China and will not for the duration of this Agreement be owned or operated by the government of China. The terms in this section defined in Idaho Code § 67-2359 shall have the meaning defined therein.
7. If CITY is required by law to collect any federal, state, or local tax, fee, or other governmental imposition (each, a “Tax”) from VERIZON with respect to the transactions contemplated by this Agreement, then CITY shall bill such Tax to VERIZON in the manner and for the amount required by law, VERIZON shall promptly pay such billed amount of Tax to CITY, and CITY shall remit such Tax to the appropriate tax authorities as required by law; provided, however, that CITY shall not bill to or otherwise attempt to collect from VERIZON any Tax with respect to which VERIZON has provided CITY with an exemption certificate or other reasonable basis for relieving CITY of its responsibility to collect such tax from VERIZON. Except as provided in this Paragraph, CITY shall bear the costs of all Taxes that are assessed against or are otherwise the legal responsibility of CITY with respect to itself, its property, and the transactions contemplated by this Agreement. VERIZON shall be responsible for either directly paying or reimbursing CITY for all Taxes that are assessed against or are otherwise the legal responsibility of VERIZON with respect to itself, its property, and the transactions contemplated by this Agreement.
8. 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.
9. 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.
10. 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.

- 11. 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. This Agreement may also be executed by the use of electronic signatures pursuant to Idaho Code § 28-50-107.
- 12. 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 and that if electronic signatures are used, they have the same force and effect as a handwritten signature.
- 13. This Agreement shall not become effective or binding until approved by CITY.

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

I, \_\_\_\_\_, certify under the penalty of perjury pursuant to the law of the State of Idaho that the forgoing is true and correct.

CELLCO PARTNERSHIP  
D/B/A VERIZON WIRELESS

CITY OF MOSCOW, IDAHO

By: \_\_\_\_\_

By: \_\_\_\_\_

Hailey Lewis, Mayor

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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”**

VERIZON’s Property and Location of VERIZON’s WCF Equipment as shown in the immediately following attachment(s).

DRAFT



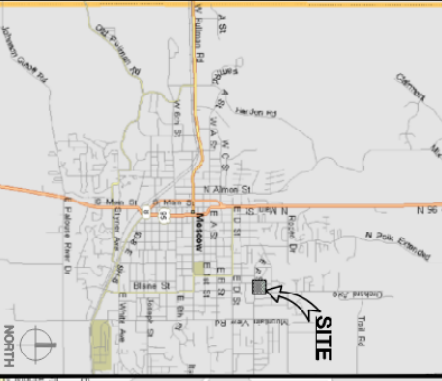

# LEW - MOUNTAIN VIEW

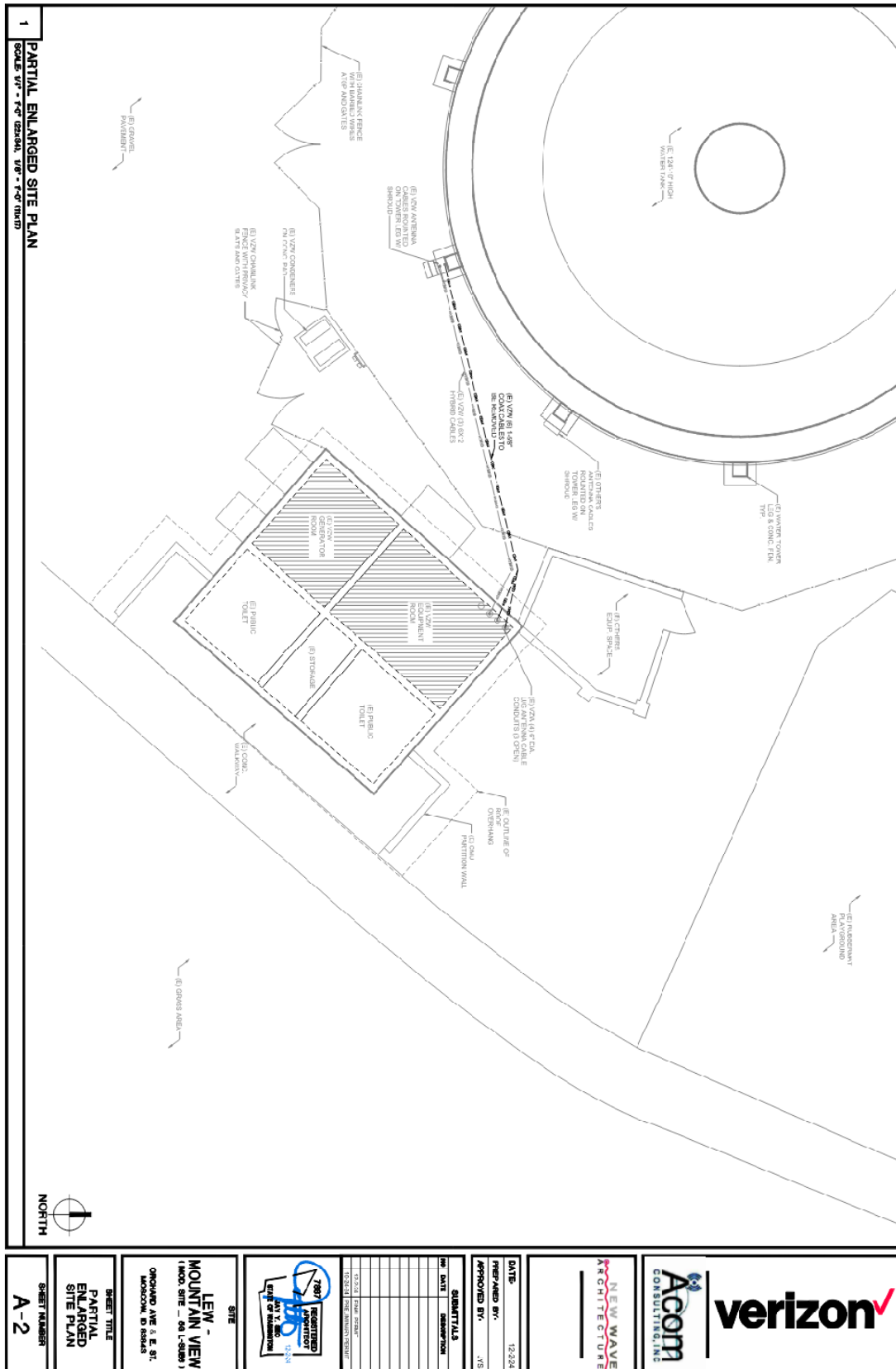
(MOD: SITE\_5G L-SUB6)

ORCHARD AVE & E. STREET, MOSCOW, ID 83843

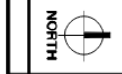
LAT: 46° 44' 23.30" N (46.739806)  
 LONG: 116° 59' 11.79" W (-116.986608)  
 GROUND ELEV: ±2,682 AMSL (GOOGLE EARTH)

FUZE PROJECT ID: 17204557      MDG.LC: 5000247998

<b>VICINITY MAP</b> 	<b>LOCATION MAP</b> 	<b>PROJECT INFORMATION</b> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> <b>APPLICANT:</b>                      VERIZON WIRELESS                      500 VERIZON SUITE 500                      1700 WALKER SUITE 500 WZ                      BELLEVUE WA 98005                 </td> <td style="width: 50%; border: none;"> <b>PROPERTY OWNER:</b>                      CITY OF MOSCOW                 </td> </tr> <tr> <td style="border: none;"> <b>PROJECT ARCHITECT:</b>                      NEW WAVE ARCHITECTURE INC                      425 W 7TH ST                      OREGON 97146                      PHONE: 503-979-9848                      EMAIL: jay@newwavestudio.com                 </td> <td style="border: none;"> <b>ENGINEER GENERAL CONTRACTOR:</b>                      J4 SITE SOLUTIONS, INC                      PHONE: 503-979-9848  <b>APPLICANT AGENT:</b>                      CONTACT: JON HEDER                      PHONE: 503-979-9848                      EMAIL: jonh@j4site.com                 </td> </tr> </table>	<b>APPLICANT:</b> VERIZON WIRELESS 500 VERIZON SUITE 500 1700 WALKER SUITE 500 WZ BELLEVUE WA 98005	<b>PROPERTY OWNER:</b> CITY OF MOSCOW	<b>PROJECT ARCHITECT:</b> NEW WAVE ARCHITECTURE INC 425 W 7TH ST OREGON 97146 PHONE: 503-979-9848 EMAIL: jay@newwavestudio.com	<b>ENGINEER GENERAL CONTRACTOR:</b> J4 SITE SOLUTIONS, INC PHONE: 503-979-9848 <b>APPLICANT AGENT:</b> CONTACT: JON HEDER PHONE: 503-979-9848 EMAIL: jonh@j4site.com																															
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<b>CODE INFORMATION:</b> CITY OF MOSCOW ZONING: R3 BUILDING CODE: 2021 IBC, 31 AMENDMENTS AND AMENDMENTS IS OCCUPANCY: U CONSTRUCTION TYPE: II PARCEL NUMBER: 99103000091700	<b>PROJECT RESOLUTION:</b> THE SCOPE OF WORK INCLUDES: <ul style="list-style-type: none"> <li>• REMOVE (3) ANTENNA</li> <li>• REMOVE (2) REBAR44</li> <li>• REMOVE (6) 1/2" COAX COBLES</li> <li>• ADD (3) L-SUB6G ANTENNA (A98419)</li> <li>• ADD (3) CARRIER ANTENNA (K8E 002881)</li> <li>• ADD (3) RRW 480</li> </ul>																																				
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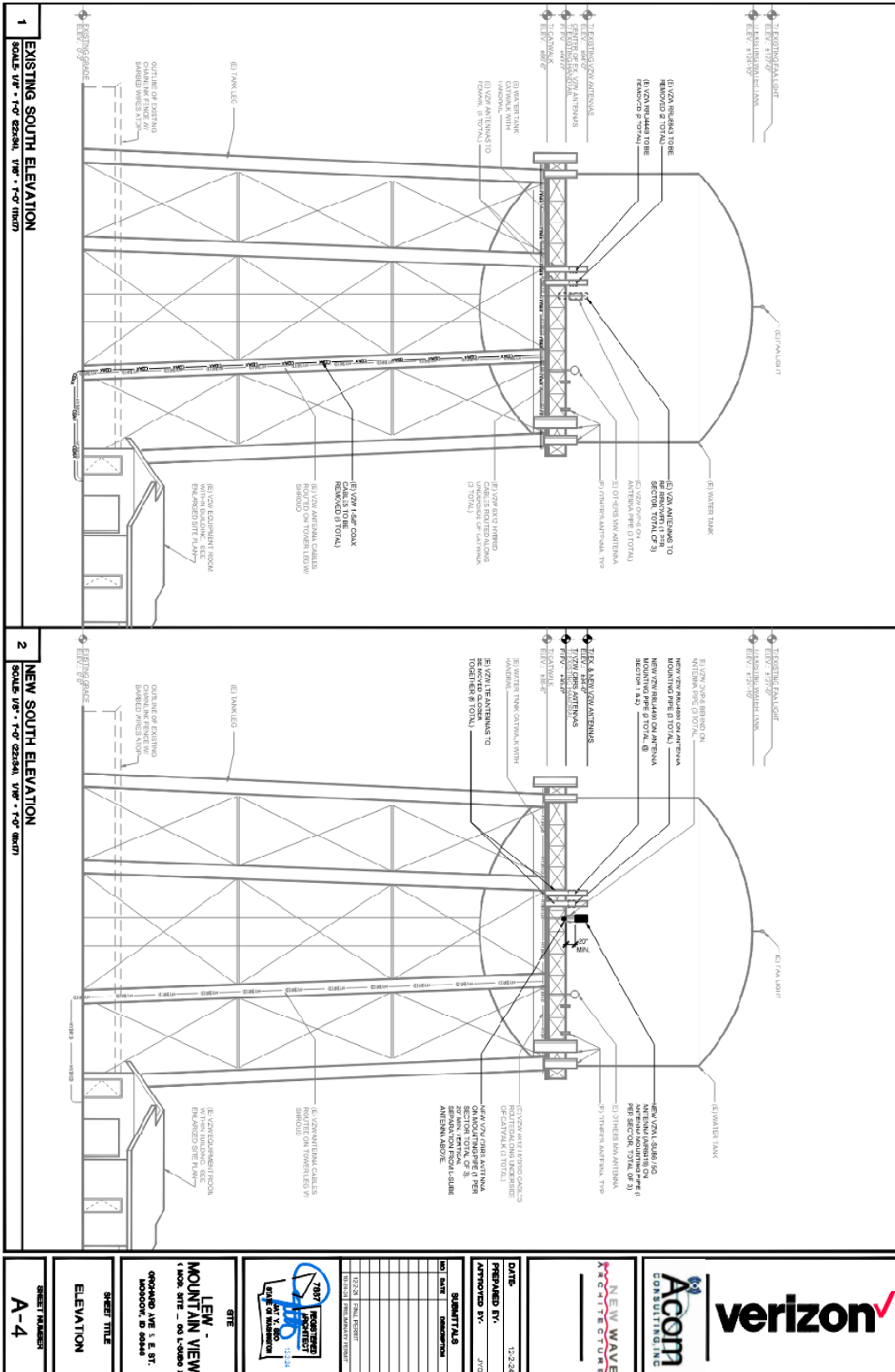


1 PARTIAL ENLARGED SITE PLAN  
SCALE: 1/8" = 1'-0" GRADE, 1/8" = 1'-0" IN PLAN



			<b>DATE:</b> 12-23-21 <b>PREPARED BY:</b> J/S <b>APPROVED BY:</b> J/S	<b>DATE:</b> <b>PREPARED BY:</b> <b>APPROVED BY:</b>		<b>SHEET TITLE:</b> PARTIAL ENLARGED SITE PLAN <b>SHEET NUMBER:</b> A-2
			<b>CLIENT:</b> VERIZON <b>PROJECT:</b> MOUNTAIN VIEW <b>LOCATION:</b> MOUNTAIN VIEW, MARYLAND	<b>DATE:</b> <b>PREPARED BY:</b> <b>APPROVED BY:</b>	<b>PROJECT:</b> MOUNTAIN VIEW <b>NO.:</b> 12345 <b>STATE:</b> MARYLAND	<b>OWNER:</b> LEW MOUNTAIN VIEW 1 MOUNTAIN VIEW (MOUNTAIN VIEW - 681-9889) 10000 AVENUE S.E. ST. MOUNTAIN VIEW, MD 21654









# COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, February 9, 2026



## AGENDA ITEM TITLE

Public Transportation Services Agreement with Regional Public Transportation (dba SMART Transit) (ACTION ITEM) - Bill Belknap

## RESPONSIBLE STAFF

Bill Belknap, City Administrator

## ADDITIONAL PRESENTER(S)

## DESCRIPTION

For over 20 years, the City of Moscow has provided financial support to Regional Public Transportation (RPT) (dba SMART Transit) for the provision of public transit services in Moscow, including fixed route and on-demand (dial-a-ride) services. During that time period, the City has never had a formal agreement with RPT for these services. Staff have prepared an agreement with RPT to document the services the City receives in exchange for the annual financial support. The agreement includes a five year term with annual financial support in the amount of \$140,329 per year with a 1% annual escalator. The University of Idaho provides equal annual financial support to RPT to fund public transit services to the students, faculty, and staff in the community. The agreement is before the Council for consideration.

## REVIEWED BY

## PROPOSED ACTIONS

**PROPOSED ACTIONS:** Recommend approval of the public transit services agreement with Regional Public Transportation, or provide staff further direction.

## STAFF RECOMMENDATION

Recommend approval of the public transit services agreement with Regional Public Transportation.

## OTHER RESOURCES

## FISCAL IMPACT

\$140,329 in FY2026 with 1% annual escalator.

## PERSONNEL IMPACT

## ATTACHMENTS

1. Professional Services Agreement for Public Transportation -SMART\_final with attachment

**AGREEMENT FOR PUBLIC TRANSPORTATION SERVICES  
BETWEEN CITY OF MOSCOW, IDAHO AND  
REGIONAL PUBLIC TRANSPORTATION, INC. (dba SMART TRANSIT)**

**THIS AGREEMENT FOR PUBLIC TRANSPORTATION SERVICES BETWEEN CITY OF MOSCOW, IDAHO AND REGIONAL PUBLIC TRANSPORTATION, INC. (dba SMART TRANSIT)** (hereinafter "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY") and Regional Public Transportation, Inc. (dba Smart Transit), a nonprofit corporation of the State of Idaho, 1006 Railroad Street, Moscow, Idaho, 83843 (hereinafter "RPT").

WHEREAS, CITY desires to provide public transportation to the citizens of Moscow; and

WHEREAS, RPT provides affordable and accessible public transportation to people in Moscow for RPT's dial-a-ride transit service and RPT provides certain fixed routes for free; and

WHEREAS, CITY wishes to collaborate with RPT by providing annual funding to assist RPT with continuing to provide public transportation to the citizens of Moscow;

NOW, THEREFORE, it is agreed, for and in consideration of the mutual covenants and promises between the Parties hereto, that all matters stated above are true and correct and incorporated herein by references as if copied in their entirety and to the following:

**SECTION 1: SCOPE OF SERVICES AND RPT RESPONSIBILITIES**

- A. RPT shall provide the following public transit services within the City of Moscow and shall not reduce or modify said public transit services without prior written consent of CITY, which shall not be unreasonably withheld. CITY recognizes that short-term operational changes may be required due to staff shortages, vehicle mechanical failures, and other similar situations. Service deviations of this nature lasting for a duration of no more than seven (7) calendar days shall not require prior approval from CITY.
1. RPT shall provide fixed route public transit services within the City of Moscow on Monday through Friday from 6:40 a.m. to 7:00 p.m. and on Saturdays from 8:10 a.m. to 2:00 p.m. in accordance with the route maps and schedules, included herein as Attachment "A" and incorporated herein by this reference, at no cost to the public.
  2. RPT shall provide Dial-a-Ride services on Monday through Friday from 6:40 a.m. to 7:00 p.m. and Saturdays from 8:00 a.m. to 2:00 p.m. for a fee as described herein. Dial-a-Ride services shall consist of members of the public calling RPT and making an appointment for transit services within the City of Moscow.
  3. RPT shall charge fares no more than one dollar and fifty cents (\$1.50) for a one-way trip and no more than three dollars (\$3.00) for a round trip for its Dial-a-Ride services unless previously approved by CITY in writing.

4. RPT shall accept Idaho Medicaid for payment for eligible Dial-a-Ride transportation.
- B. RPT shall provide all personnel, equipment, insurance, and all other requirements needed to provide the services described herein.
- C. RPT shall reasonably maintain and keep its website up-to-date with current route and service information, which includes notifications of any transit stop closures and alternate stops to account for the temporary transit stop closures.
- D. RPT shall print brochures containing current route and service information and make them available to the public.
- E. RPT shall maintain its “real-time update” application or establish a program that provides real-time updates as to the location of the fixed route buses and real-time notifications for route updates, availability, or changes to services.
- F. RPT shall conduct periodic fixed route assessments and planning activities to ensure the delivery of services are provided in an efficient and equitable manner in the City of Moscow.
- G. RPT shall reserve one spot on its Board of Directors for CITY, which shall be considered a voting member position.
- H. RPT shall include CITY when assessing and planning the transit routes.
- I. RPT shall provide an annual written report of Dial-A-Ride and Fixed Route ridership (hereinafter “Deliverables”). Such Deliverables shall be provided to CITY by February 15 of every year beginning February 15, 2026.

## **SECTION 2: CITY RESPONSIBILITIES**

- A. CITY shall maintain the existing transit shelters located at the areas identified on Attachment “A”, and any shelters that CITY installs in the future at CITY’s discretion.
- B. CITY shall provide and maintain transit stop signage, which includes signs identifying the transit stop locations and no parking signs in front of the transit stops.
- C. CITY shall notify RPT of any planned or emergency road closures that would impact pickup and drop off at transit stops. It shall be the responsibility of RPT to determine how RPT adjusts its route based on said closure, and RPT shall make reasonable efforts to provide a close alternate transit stop and to ensure RPT’s programs and website that provide the real-time updates are up to date on any modifications to the transit routes.
- D. CITY shall designate one CITY Council member and one CITY staff to sit on the SMART Board of Directors, which shall be voting member positions.

- E. CITY shall assist RPT in assessing existing routes, planning new transit routes and making any modifications to the existing routes. Any changes or additions shall be approved in writing by CITY.
- F. CITY shall assist with the development of specifications for RPT vehicle purchases upon request by RPT at no cost.

### **SECTION 3: COMPENSATION**

CITY shall pay RPT One Hundred Forty Thousand Three Hundred Twenty-Nine Dollars (\$140,329) for the first year of services. Compensation for services shall increase by one percent (1.0%) per year for the duration of this Agreement. CITY shall make quarterly payments upon receipt of an invoice from RPT.

### **SECTION 4: TERM**

This Agreement has a retroactive effective date of October 1, 2025, for a five (5) year term ending September 30, 2030. Thereafter, this Agreement shall automatically renew for additional one (1) year terms, unless terminated as provided in Section 5. Each renewal term shall commence on October 1 and shall terminate on September 30 of the following calendar year.

### **SECTION 5: TERMINATION**

- A. Termination of Agreement: This Agreement may be terminated by RPT at any time and for any reason with ninety (90) days' written notice to CITY. This Agreement may be terminated by CITY upon ninety (90) days' written notice, should RPT fail to substantially perform in accordance with its terms and conditions of this Agreement through no fault of CITY, or pursuant to the Non-Appropriation clause herein. In the event of termination, RPT shall be paid for services performed to the termination date, including direct expenses and a pro rata share of the fees based upon services completed. If RPT received an advance payment for services and termination occurs prior to completion of those services, CITY shall receive a pro rata share of fees based on the services provided.
- B. Termination of Services: If any portion of the services covered by this Agreement shall be suspended, abated, abandoned or terminated, CITY shall pay RPT for the services rendered to the date of such suspended, abated, abandoned or terminated work; the payment to be based, insofar as possible, on the amounts established in this Agreement or, where this Agreement cannot be applied, the payment shall be based upon a reasonable estimate as mutually agreed upon between the Parties as to the percentage of the services completed. If payment has been made in advance, RPT shall reimburse CITY a pro rata amount based on services actually provided.

### **SECTION 6: INDEMNIFICATION**

RPT waives any and all claims and recourse against CITY, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with

or incident to RPT's performance of this Agreement, except for liability arising out of the sole negligence of CITY or its officers, agents, or employees. Further, RPT shall indemnify, hold harmless, and defend CITY against any and all claims, demands, damages, costs, expenses, or liability arising out of RPT's performance of this Agreement, except for liability arising out of the sole negligence of CITY or its officers, agents, or employees.

## SECTION 7: INSURANCE

RPT warrants that it shall obtain and will maintain at its expense for the duration of this Agreement, worker's compensation and employer's liability insurance as required by the State of Idaho. RPT shall maintain comprehensive general liability insurance covering claims for injuries to members of the public and/or damages to property of others arising out of any covered negligent act or omission of RPT or any of its employees and agents with a minimum coverage limit of One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) aggregate, and automobile insurance coverage with a limit of no less than One Million Dollars (\$1,000,000) each occurrence and One Million Dollars (\$1,000,000) aggregate. The amounts of such insurance shall not be deemed as a limitation of the indemnity and hold harmless covenant contained herein,

RPT shall furnish CITY with policies or certificates of insurance to demonstrate that it has procured such insurance and CITY has been named as an additional insured therein. Such policies or certificates shall contain the following provision:

"It is agreed that City of Moscow, State of Idaho, is added as an additional insured under this policy and the coverage provided hereunder shall be primary insurance and not contributing with any other insurance available to City under any other third-party liability policy. It is further agreed that the 'other insurance' condition of this policy is amended to conform therewith."

Such policies or certificates of insurance shall contain the covenant of the insurance carrier that thirty (30) days' written notice shall be given to CITY prior to modifications, cancellations or reduction in coverage of such insurance.

## SECTION 8: GENERAL TERMS

A. Notice: All communication or notification to be given pursuant to this Agreement shall be given to the following:

RPT:

RPT  
Executive Director  
PO Box 3854  
Moscow, ID 83843

CITY:

City of Moscow  
City Administrator  
PO Box 9203  
Moscow, ID 83843

B. No Separate Entity Created, Joint Venture and No Agency Relationship: Nothing contained in this Agreement shall be in any way construed as creating a separate legal entity or expressing

or implying that the Parties have joined together in any joint venture partnership or agency relationship. CITY and RPT hereto warrant by their signatures that no employer/employee relationship is established between CITY and RPT by the terms of this Agreement. It is understood by the Parties that RPT is an independent contractor and, as such, neither it nor its employees are employees of CITY for purposes of tax, retirement system, or social security (FICA) withholding.

- C. Employment Discrimination: It is illegal under the U.S. Federal law to discriminate against an employee, either intentionally or through disparate impact, on account of race, color, gender, religion, sex (including pregnancy), national origin, disability or genetic information, age (40 and older), marital or familial status, sexual orientation, or gender identity. RPT shall not discriminate against any employee or applicant for employment. RPT's action under this Section shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. RPT agrees to post in conspicuous places, available to employees and other applicants for employment, notices setting forth the provisions of this Non-Discrimination Section.
- D. Standards of Work: RPT shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals legally qualified to perform the services in the same discipline in the State of Idaho.
- E. Entire Agreement, Modification and Assignability: This Agreement and attachment 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. RPT may not subcontract or assign its rights or duties arising hereunder without the prior written consent and express authorization of CITY.
- F. Severability: The terms of this Agreement shall be deemed severable. If any part of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Agreement will, nevertheless, remain in full force and effect so long as the remainder of this Agreement is reasonably capable of completion.
- G. Compliance with Law: All applicable Federal, State, and local statutes and regulations are hereby made a part of this Agreement and shall be adhered to at all times. Violation of any of these statutes or regulations by RPT shall be deemed material and shall subject RPT to termination of this Agreement for cause. No pleas of misunderstanding or ignorance on the part of RPT will in any way serve to modify the provisions of this requirement.

*Ownership or Operation by China.* Pursuant to Idaho Code § 67-2359, RPT certifies that it is not currently owned or operated by the government of China and will not for the duration of the Agreement be owned or operated by the government of China. The terms in this section defined in Idaho Code § 67-2359 shall have the meaning defined therein.

*Public Funds for Abortion Act.* Pursuant to Idaho Code Title 18 Chapter 87, RPT certifies that it is not an abortion provider or an affiliate of any abortion providers and does not, and will not for the duration of this Agreement, authorize the use of state facilities or public funds for abortion related activity.

*Anti-Boycott of Certain Sectors.* Pursuant to Idaho Code § 67-2347A, RPT certifies that it is not engaged in, and will not for the duration of this Agreement engage in, a boycott of any individual or company because the individual or company 1) engages in or supports the exploration, production, utilization, transportation, sale or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear power, or agriculture or 2) engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § 18-3302 (2)(d).

- H. 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 this Agreement, it is agreed that the proper venue shall be the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah.
- I. Costs and Attorney's Fees: In the event either Party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing Party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without suit.
- J. No Waiver: The failure of RPT or CITY to insist on strict performance of any of the terms and conditions in this Agreement shall not be deemed a waiver of the rights or remedies that either Party may have regarding that specific instance and shall not be deemed a waiver of any subsequent breach or default in any of the terms and conditions hereof.
- K. Special Warranty: RPT warrants that nothing of monetary value has been given, promised or implied as remuneration or inducement to enter into this Agreement. RPT declares that no improper personal, political or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion, or negotiation leading to the award of this Agreement. Any such activity by RPT shall make this Agreement null and void. RPT further warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good skillful manner in conformance with industry standards. RPT acknowledges that it will be liable for any breach of this warranty.
- L. Non-Appropriation Contingency: This Agreement is contingent upon CITY receiving the necessary funding to cover the financial obligations of CITY. In the event that such funding is not received or appropriated, then, and in that event, CITY's obligations under this Agreement shall cease and each Party shall be released from further performance under this Agreement without any liability to the other Party and RPT shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

M. Headings, Captions and Titles: Headings, captions, and titles of sections of this Agreement are for the convenience of reference only, and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement, and shall not affect the construction of any provision of this Agreement.

IN WITNESS WHEREOF, RPT and CITY have caused this Agreement to be executed on the day and year first above written. This Agreement may also be executed by the use of electronic signatures pursuant to Idaho Code §28-50-107. If electronic signatures are utilized, the acknowledgement before a notary is not required.

I, Sara Tucker, certify under the penalty of perjury pursuant to the law of the State of Idaho that the foregoing is true and correct and that I am the authorized agent to bind Regional Public Transportation, Inc. (dba Smart Transit) to this Agreement. If I sign this Agreement utilizing an electronic signature, I understand that said electronic signature is valid and binding upon me to the same force and effect as a handwritten signature.

RPT:

Regional Public Transportation, Inc.  
dba Smart Transit

CITY:

City of Moscow, Idaho

\_\_\_\_\_  
Sara Tucker, Board President

\_\_\_\_\_  
Hailey Lewis, Mayor

ATTEST:

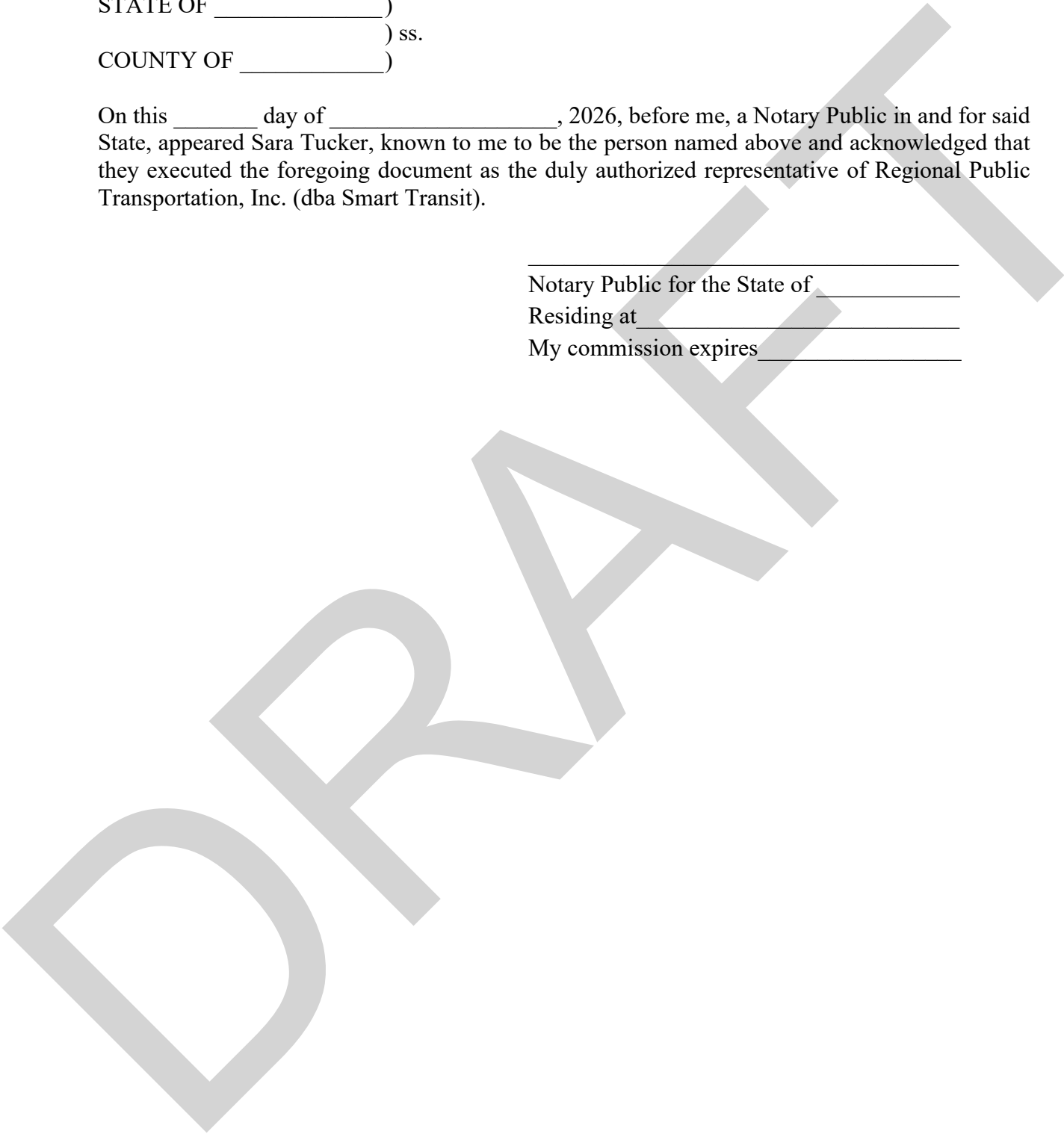
\_\_\_\_\_  
Laurie M. Hopkins, City Clerk

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2026, before me, a Notary Public in and for said State, appeared Sara Tucker, known to me to be the person named above and acknowledged that they executed the foregoing document as the duly authorized representative of Regional Public Transportation, Inc. (dba Smart Transit).

\_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_





# COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, February 9, 2026



## AGENDA ITEM TITLE

Southeast Moscow Water and Sewer District Service Agreement Extension (ACTION ITEM) - Bill Belknap

## RESPONSIBLE STAFF

Bill Belknap, City Administrator

## ADDITIONAL PRESENTER(S)

## DESCRIPTION

The City of Moscow accepts and treats wastewater from the Southeast Moscow Water and Sewer District through an agreement between the District and City. The District was formed in 1974 as an independent Water and Sewer District. It is located on the southeast corner of Moscow, and comprises primarily of residential properties, the majority of which are located outside City-Limits, in Latah County. The District has contracted with the City for sewage conveyance and disposal services since October of 1980. The long-standing agreement allows properties in the District to connect to City facilities. Similarly, it allows the conveyance of wastewater through the District from properties located outside its boundaries. The current agreement will expire on March 1, 2026. The City and District have been engaged in agreement renewal discussions for almost two years and have now reached a general agreement on revisions to the existing agreement terms. However, the new agreement will not be prepared and adopted before the expiration of the existing agreement. The City has prepared an agreement to extend the existing agreement to December 31, 2026, to allow time to finalize the agreement and have it approved by both bodies.

## REVIEWED BY

## PROPOSED ACTIONS

**PROPOSED ACTIONS:** Recommend approval of the extension agreement with the Southeast Moscow Water and Sewer District, or provide staff further direction.

## STAFF RECOMMENDATION

Recommend approval of the extension agreement with the Southeast Moscow Water and Sewer District.

## OTHER RESOURCES

## FISCAL IMPACT

## PERSONNEL IMPACT

## ATTACHMENTS

1. Amendment to SE Moscow Water and Sewer District Agreement for Services\_Draft\_clean

**AMENDMENT TO AGREEMENT FOR SEWAGE COLLECTION, CONVEYANCE,  
AND DISPOSAL SERVICES BETWEEN CITY OF MOSCOW, IDAHO AND  
SOUTHEAST MOSCOW WATER AND SEWER DISTRICT**

THIS AMENDMENT TO THE AGREEMENT FOR SEWAGE COLLECTION, CONVEYANCE, AND DISPOSAL SERVICES MADE BETWEEN THE CITY OF MOSCOW, IDAHO AND SOUTHEAST MOSCOW WATER AND SEWER DISTRICT (hereinafter "Amendment") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between Southeast Moscow Water and Sewer District, whose address is PO Box 8041, Moscow, Idaho, 83843 (hereinafter "DISTRICT"), and the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY").

WHEREAS, CITY and DISTRICT entered into the Agreement for Sewage Collection, Conveyance, and Disposal Services (hereinafter "Agreement") on September 28, 2016, with a termination date of March 1, 2026; and

WHEREAS, Section III. 7. of the Agreement authorizes modification upon written agreement of the Parties approved by both City Council and DISTRICT; and

WHEREAS, DISTRICT and CITY wish to amend the Agreement to extend the termination date to December 31, 2026, to provide the Parties additional time to negotiate a new sewage collection, conveyance, and disposal services agreement;

NOW, THEREFORE, CITY and DISTRICT agree that 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 amendment of the Agreement.

1. Pursuant to Section III. 7 of the Agreement, DISTRICT and CITY hereby agree that the term of such Agreement as stated in Section III. 8, shall be modified to reflect the Agreement shall be in effect and continue until the 31<sup>st</sup> day of December, 2026.
2. All other terms and conditions of the Agreement not modified by this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the date indicated above.

I, Barbara Warnick, certify and declare, under the penalty of perjury pursuant to the law of the State of Idaho, that the foregoing is true and correct and that I am an authorized agent for the Southeast Moscow Water and Sewer District. If I am signing this document utilizing an electronic signature, I understand that this electronic signature is valid and binding upon me to the same force and effect as a handwritten signature.

**DISTRICT**

**CITY**

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Barbara Warnick, President

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Hailey Lewis, Mayor

ATTEST:

ATTEST:

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Lori Krasselt, Secretary

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Laurie M. Hopkins, City Clerk

DRAFT

# COMMITTEE / CITY COUNCIL STAFF REPORT

DATE: Monday, February 9, 2026



## AGENDA ITEM TITLE

BUILD Grant Local Match Commitment Resolution (ACTION ITEM) - Bill Belknap

## RESPONSIBLE STAFF

Bill Belknap, City Administrator

## ADDITIONAL PRESENTER(S)

## DESCRIPTION

Whitman County has been actively working to advance improvements to Sand Road and Kirkendahl Road to provide an alternative east-west route for freight traffic to utilize to reduce traffic within downtown Pullman. This improvement would also benefit Moscow by reducing freight traffic in downtown Moscow. This route was studied in the recent Pullman-Whitman County Freight Alternatives Study completed by the Palouse Regional Transportation Planning Organization. Whitman County would like to apply for a Federal BUILD grant to complete the design and engineering for the project. As envisioned in the study, the project would begin at the Mountain View/Highway 8 intersection with the installation of a signal and continue south and then west with improvements to Mountain View Road and Palouse River Drive continuing west to U.S. Highway 195. On September 15, 2025, the Council approved a Memorandum of Understanding with Whitman County to jointly fund consultant services for the preparation of the BUILD grant application. The total estimated planning and design cost, inclusive of WSDOT Local Programs and Local Highway Technical Assistance Council administration, is \$2.53 million, of which \$1.1 million is attributable to improvements within the City of Moscow. Within the draft application, the City and Whitman County are proposing a 10% match commitment toward these costs, which would be \$110,000 for the City. Staff has prepared a resolution to affirm this match contribution should the grant be awarded. The match funding would come from the Capital Project fund accumulations.

## REVIEWED BY

## PROPOSED ACTIONS

**PROPOSED ACTIONS:** Recommend approval of the match commitment resolution, or provide staff further direction.

## STAFF RECOMMENDATION

Recommend approval of the match commitment resolution

## OTHER RESOURCES

## FISCAL IMPACT

## PERSONNEL IMPACT

## ATTACHMENTS

1. Moscow-Whitman Co BUILD grant\_One Page\_Final
2. Resolution 2026- \_Committing Match Funds for Build Grant for Sand Road\_final

# Sand Road Freight Corridor Improvements

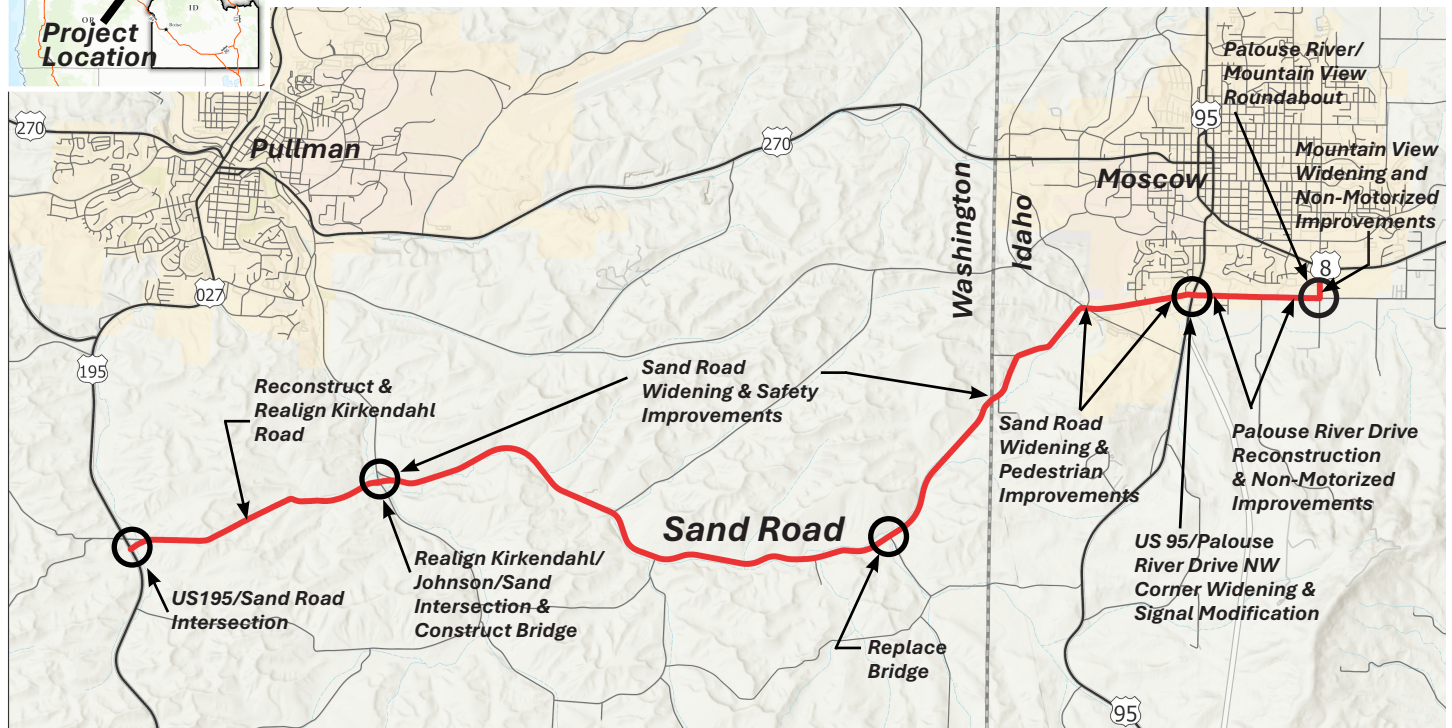
## Need

For decades, Palouse communities have sought improved freight routes as downtown Moscow, Idaho and Pullman, Washington have evolved into pedestrian-oriented urban centers. In the absence of continuous alternatives, freight traffic has continued to move through city centers, with past solutions stalled by cost, environmental constraints, and multi-jurisdictional complexity.

The Sand Road Freight Corridor project upgrades an existing minor arterial to safely and efficiently serve freight between agricultural production areas east of Moscow, the Moscow–Pullman area, and destinations west and south of Pullman, including the Port of Almota. The project addresses a long-standing bi-state need for freight routes that reduce heavy truck traffic in urban centers while maintaining reliable access to regional markets.

## Benefits

- The project will shift approximately 200 heavy vehicles per day away from downtown Moscow and Pullman during non-harvest periods, with substantially higher truck volumes shifted during harvest.
- Despite longer distance, the route reduces travel time.
- Widening the multimodal roadway for non-motorized facilities improves ped/bike connectivity and safety.
- Intersection improvements improves truck mobility and safety for all users.
- Bridge replacement reduces maintenance cost and provides additional width for bicycle passage.
- Paving a gravel road segment improves freight reliability.



Sand Road Freight Corridor

Whitman County, WA and City of Moscow, ID

## Scope & Cost

The BUILD application is applying for **design funds** only. When complete, the Sand Road Freight Corridor will:

- Improve the intersection of US 195/Kirkendahl Road to accommodate trucks.
- Reconstruct, widen, and realign 2.3 miles of Kirkendahl Road to rural minor arterial standards.
- Realign the intersection of Sand Road/Kirkendahl Road/Johnson Road to improve safety and mobility, which also requires a new bridge.
- Widen, realign, and improve safety along 6.5 miles of Sand Road in Whitman County.
- Replace a bridge along Sand Road in Whitman County.
- Widen 0.9 miles of Sand Road and one-half mile of Mountain View Drive and reconstruct 1.1 miles of Palouse River Drive to urban minor arterial standards including bike lanes and sidewalks.
- Widen and modify the signal on the NW corner of US95/Sand Road to accommodate truck turning.
- Construct a roundabout at the Palouse River Drive/ Mountain View intersection.

	WA	ID	Total
<b>Design</b>	<b>\$1.3 million</b>	<b>\$1.0 million</b>	<b>\$2.3 million</b>
Right of Way	\$900,000	\$800,000	\$1.7 million
Construction & CE	\$10.1 million	\$8.3 million	\$18.4 million
<b>WSDOT/LHTAC PE</b>	<b>\$125,000</b>	<b>\$100,000</b>	<b>\$225,000</b>
WSDOT/LHTAC CN	\$125,000	\$100,000	\$225,000
<b>Total</b>	<b>\$12.6 million</b>	<b>\$10.3 million</b>	<b>\$22.8 million</b>

## RESOLUTION 2026 -\_\_

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AUTHORIZING SUBMISSION OF APPLICATION TO THE BUILD GRANT PROGRAM; AND PREAUTHORIZING THE ACCEPTANCE OF THE BUILD GRANT PROGRAM MONIES AND COMMITTING LOCAL MATCH FUNDS FOR THE SAND ROAD FREIGHT CORRIDOR IMPROVEMENTS PROJECT; AND PROVIDING THIS RESOLUTION SHALL BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

**WHEREAS**, the City of Moscow, Idaho, in partnership with Whitman County, Washington, is preparing an application to the U.S. Department of Transportation (USDOT) for funding under the Better Utilizing Investments to Leverage Development (BUILD) Grant Program for the Sand Road Freight Corridor Improvements Project (the "Project"); and

**WHEREAS**, USDOT's BUILD grant program provides grants for surface transportation infrastructure projects with significant local or regional impact. The eligibility requirements of BUILD allow project sponsors to pursue multi-modal and multi-jurisdictional projects that are more difficult to fund through other grant programs. The BUILD application seeks planning and design (engineering) funds only, including costs associated with Project development and administration through WSDOT Local Programs and the Local Highway Technical Assistance Council (LHTAC); and

**WHEREAS**, the total estimated planning and design cost, inclusive of WSDOT Local Programs and LHTAC administration, is \$2.53 million, of which \$1.1 million is attributable to the City of Moscow; and

**WHEREAS**, the City of Moscow is located in a rural area and an area of persistent poverty and is therefore eligible under the BUILD Program to request up to 100 percent (100%) federal funding for planning and design activities; and

**WHEREAS**, ten percent (10%) of the City of Moscow's estimated planning and design share equals \$110,000.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Moscow, Idaho that all matters stated above are true and correct and are incorporated herein by reference as if copied in their entirety and shall be adopted with the following:

1. That the Mayor and other necessary City personnel are hereby authorized and directed to execute all necessary documents for submission of a BUILD Grant application for the Sand Road Freight Corridor Improvements Project in partnership with Whitman County.
2. That a local matching funds in the amount of One Hundred Ten Thousand Dollars (\$110,000), representing 10 percent (10%) of the City's portion of the total estimated planning and design costs, contingent upon receipt of BUILD Grant funding is allocated to the Project.

3. That this match commitment is made voluntarily and is not required under BUILD Program eligibility for rural areas or areas of persistent poverty.
4. That the Mayor and City Clerk be granted authority to execute all documents necessary to support the BUILD Grant application and, if awarded, to enter into agreements consistent with this Resolution.
5. That the provisions of this Resolution shall be deemed severable and the invalidity of any provisions of this Resolution shall not affect the validity of the remaining provisions.
6. That this Resolution shall become effective upon its passage and approval.

**PASSED** on Motion by the Following Vote:

	Aye	Nay	Abstain	Absent
Scott Sumner	_____	_____	_____	_____
Sage McCetich	_____	_____	_____	_____
Bryce Blankenship	_____	_____	_____	_____
Drew Davis	_____	_____	_____	_____
Sandra Kelly	_____	_____	_____	_____
Even Holmes	_____	_____	_____	_____

**ADOPTED** by the City Council of the City of Moscow, Idaho and **APPROVED** by the Mayor of the City of Moscow, this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Hailey Lewis, Mayor

**CERTIFICATION and ATTESTATION.** I hereby certify that the above is a true copy of the Resolution passed at a regular meeting of the City Council, City of Moscow, Idaho held on \_\_\_\_\_, 2026, and attest to the Mayor’s signature.

\_\_\_\_\_  
Laurie M. Hopkins, City Clerk