



Moscow City Council Regular Meeting

Laurie M. Hopkins

~Agenda~

City Clerk

www.ci.moscow.id.us

208.883.7015

Monday

Council Chambers

7:00 PM

November 5, 2018

206 E. Third St.

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

Pledge Of Allegiance

Veteran's Day And Military & Veteran's Week Proclamation

Documents:

[VETERANS WEEK PROCLAMATION W EDITS 2018.PDF](#)

1. Consent Agenda (ACTION ITEM)

A. Approval Of Moscow City Council October 15, 2018 Minutes – Laurie M. Hopkins

Documents:

[COUNCIL MINUTES OF OCTOBER 15, 2018.PDF](#)

B. WRRF Slide Gates Replacement Project - 2018 - Nate Suhr

The City published an advertisement for bids on October 9, 2018 for the Water Reclamation and Reuse Facility (WRRF) Slide Gates Replacement Project. The base bid for the project includes the removal and replacement of six existing (48" x 50") slide gates within "Box G" at the WRRF. The six new (48" x 50") slide gates had been previously purchased by the City and the manufacturer's plans and specifications for the new gates were provided as part of the bid proposal package. The Engineer's estimate for the project was \$34,690.50. Bid opening for the project took place on October 16, 2018, at which two bids were received. Of the responsive bids received, numbers ranged from \$27,650.48 to \$48,590.50. Clearwater Construction &

Management was the low bidder on the project and a bid tabulation is attached. This was reviewed and recommended for approval by the Public Works/Finance Committee on October 22, 2018.

ACTION: Accept the low bid from Clearwater Construction & Management, award the contract in the amount of \$27,650.48, and authorize staff approval for construction change orders in an amount not to exceed 10% of the contract amount.

Documents:

[WWRF SLIDE GATES REPLACEMENT.PDF](#)

C. Castleford Street Encroachment Request - Abbott - Bob Buvel

Dwayne and Monica Abbott, the owners of the lot at 2830 Hampton Court, have applied for a right of way encroachment to construct a retaining wall in the Castleford Street right-of-way along the north side of their property. Their house at 2830 Hampton Court was built in the first constructed phase of the Southgate 3rd Subdivision. Road construction in the second phase of the subdivision undermined the slope supporting the house, creating an unstable situation. Their proposed solution to the problem is a joint effort between the Abbotts and the developer to build a wall that will retain an engineered sloped embankment below the house foundation. If the wall is built with the encroachment into the right of way (near the back of the sidewalk) it will save the developer and the property owner \$10,500 to \$13,000 versus building the wall on the Abbott's private property. The franchise utility companies have all written letters stating they have no intention of exercising use of the public utility easement along the subject frontage. This was reviewed and recommended for approval by the Public Works/Finance Committee on October 22, 2018.

ACTION: Approve the encroachment request and attached encroachment agreement.

Documents:

[CASTLEFORD STREET ENCROACHMENT.PDF](#)

D. Assistance To Firefighters Grant Request - Alisa Anderson

The Assistance to Firefighters Grant (AFG) program goal is to enhance the safety of the public and firefighters with respect to fire and fire-related hazards and provides direct financial assistance to eligible fire departments. The Moscow Fire Department is requesting to submit a funding request to the AFG program to purchase new communications equipment to replace obsolete, unusable, and/or unrepairable equipment to meet current standards which require radio systems to be P25 compliant. P25 radios are a direct replacement for analog FM radios but add the ability to transfer data as well as voice, allowing for more natural implementation of encryption or messaging. The Moscow Fire Department is proposing to request mobile repeaters, mobile radios, portable radios, and pagers for use by staff and volunteer firefighters. The total cost is estimated not to exceed \$258,000. The AFG program requires a 10% match of the awarded amount. The grant application is due on October 26, 2018. This was reviewed and recommended for approval by the Public Works/Finance Committee on October 22, 2018.

ACTION: Ratify the funding request submitted to the Assistance to Firefighters Grant program on October 26, 2018, for communications equipment in the amount of \$227,562.

Documents:

[ASST TO FIREFIGHTERS GRANT.PDF](#)

E. South Main Pedestrian Underpass Project - Bill Belknap

During the recent floodplain study near the intersection of South Main and the Troy Highway, the City Council expressed interest in exploring the construction of a pedestrian underpass of South Main/U.S. 95 using the existing bridge structure in a similar fashion to the underpass that is currently under construction underneath State Highway 8 at the Styner/White intersection. On June 4, 2018, the City Council agreed to jointly fund an assessment of a potential south main underpass with the Moscow Urban Renewal Agency. The underpass assessment has been completed and it has concluded that the underpass is feasible and would not increase flood elevations within the area. Staff is seeking direction from the Council regarding if the Council would like to pursue a grant application for the project. This was reviewed and recommended for approval by the Public Works/Finance Committee on October 22, 2018.

ACTION: Approve pursuing a grant for the South Main Pedestrian Underpass Project.

Documents:

[SOUTH MAIN PEDESTRIAN UNDERPASS PROJECT.PDF](#)

F. Fire Station #2 Re-Roof Project Professional Services Agreement - David Schott

Staff is requesting authorization to retain Associated Architects for full service architectural services for the Fire Station #2 re-roof project at a cost of \$7,660. Over the past years, facilities staff have patched numerous leaks in the 3,442 square foot roof. Staff proposes an R Mer Lite roofing system by the Garland Company which has been installed on numerous buildings around Moscow. The FY2019 budget for the project is \$69,900 and includes architectural services and construction. The budgetary line item for the architectural expense will be General Fund Capital Projects, 350-310-20-770-72. If approved, staff anticipates construction documents and cost estimates to be completed by the end of January 2019 and issue of a Solicitation for Bids in February. On October 22, 2018, the Public Works / Finance Committee reviewed and recommended approval.

ACTION: Approve Associated Architects to provide full service architectural services for Fire Station #2 Re-Roof Project at a cost of \$7,660; and issuance of Solicitation for Bids.

Documents:

[FIRE STATION NO. 2 REROOF.PDF](#)

2. Staff Recognition Report - Gary J. Riedner

3. Mayors Appointments (ACTION ITEM)

4. Public Comment And Mayor's Response Period (Limit 15 Minutes)

5. Citizen Commission Report - Moscow Tree Commission - David Schott / Clark Filip

6. A Street Reconstruction - Stage 2 State/Local Agreement (ACTION ITEM) - Les MacDonald

The Idaho Transportation Department (ITD), through the Local Highway Technical Assistance Council, has funded a federal-aid project in FY 2019 to improve segments of A Street and Line Street. The project will completely reconstruct A Street from 350 ft east of Peterson Drive to 200 feet east of Home Street and Line Street from the Pullman Highway north through its current intersection with A Street/Circle Drive. Circle Drive will be modified to include a cul-de-sac terminus north of A Street. The project will include replacement of the existing road sections, retaining walls, sidewalks, water system upgrades, and sewer conveyance system upgrades.

Access to the federal-aid funds require the execution of a "State/Local Agreement" outlining the responsibilities of both the City of Moscow and the ITD. The attached draft contract is a standard ITD agreement modified specifically for the A Street Project. Changes to the State/Local Agreement have been requested of the State and those changes are being made, but the revised document was not received in time to include in the packet. When received, the updated version of the agreement will be reviewed by the City Attorney to ensure that the requested changes have been achieved. Also for consideration is a resolution certifying approval of the agreement and authorizing the Mayor to enter into the agreement on behalf of the City. The resolution will be adjusted to include the revised project number once it is received from the State.

Once the executed State/Local Agreement and the City payments are submitted, ITD will advertise the project for bids. This is anticipated to occur in late 2018 with construction scheduled to occur in 2019.

PROPOSED ACTIONS: Approve the Resolution approving the State/Local Agreement for the A Street Improvements - Stage 2 Project and authorize the Mayor to sign the Agreement; or take other action as deemed appropriate.

Documents:

[A STREET RECONSTRUCTION STATE LOCAL AGREEMENT.PDF](#)

7. Resolution For A Street Reconstruction Stage 2 Funding By Interfund Investment (ACTION ITEM) - Gary J. Riedner

The City Council has approved the State/Local Agreement with the Idaho Transportation Department for the construction of 'A' Street Reconstruction - Stage 2. The project is funded by ITD through two fiscal years of the Surface Transportation Program - Urban (STP-Urban) grant program in the amounts of \$2,083,214 (fiscal year 2019) and \$1,264,000 (fiscal year 2020). The construction of the project is scheduled to be commenced in the 2019 construction season, prior to the availability of the STP-Urban fiscal year 2020 grant funds in the amount of \$1,264,000. In order to proceed with the scheduled construction of the project, it is required by ITD that the City provide funding equal to the STP-Urban fiscal year 2020 grant in the amount

of \$1,264,000, which will not be available for reimbursement through the STP-Urban program until July 2019, the start of the federal fiscal year.

Staff is proposing that the \$1,264,000 construction funding be funded through the City Sewer Enterprise Fund accumulation by means of interfund investment. A Resolution that outlines the criteria of \$1,264,000 of investments by the Sewer Enterprise Fund for the purpose of funding the 'A' Street Reconstruction - Stage 2 project.

PROPOSED ACTIONS: Approve the Resolution authorizing the Finance Director to purchase inter-fund investments for \$1,264,000 for the purpose of funding the 'A' Street Reconstruction - Stage 2 project from the City Sewer Enterprise Fund without interruption of City operations or capital improvement plans or take such action deemed appropriate.

Documents:

[RESOLUTION FOR A STREET RECONSTRUCTION FUNDING.PDF](#)

8. Self-Funding Employee Health Insurance Report – Gary J. Riedner

Reports

City Council
Mayor
Staff

Adjourn to Executive Session per Idaho Code 74-206 (1)(B), (1)(C) and (1)(F) - The meeting will not reconvene.

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

VETERAN'S DAY
and
MILITARY AND VETERAN'S WEEK PROCLAMATION

WHEREAS, November 11th is the 100th anniversary of the armistice signed by the Allies and the Germans in 1918, which ended World War I after four years of conflict; and

WHEREAS, President Woodrow Wilson issued the first Armistice Day proclamation in November of 1919, and set the tone for future observances, by observing that:

“To us in America, the reflections of Armistice Day will be filled with solemn pride in the heroism of those who died in the country's service and with gratitude for the victory, both because of the thing from which it has freed us and because of the opportunity it has given America to show her sympathy with peace and justice in the councils of the nation;” and

WHEREAS, the name was changed from Armistice Day to Veterans Day by an act of Congress in 1954, when then-President Eisenhower called on citizens to observe the day in honor of all who had served in America's wars through the years; and

WHEREAS, more than 131,000 veterans of our Nation's military reside in Idaho and almost 5,000 of them live in our area; and

WHEREAS, our nation is indebted to the service men and women who have made great sacrifices, endured long absences from loved ones, and suffered injury or death to protect our homes and families; and

WHEREAS, local organizations, businesses, and the University of Idaho have committed their time and involvement towards numerous tributes and celebrations in honor of our service men and women; and

WHEREAS, Veteran's Day is an opportunity to honor our nation's veterans for their sacrifices.

NOW, THEREFORE, I, Bill Lambert, Mayor for the City of Moscow, do hereby proclaim November 11 and November 3–11, 2018 as

VETERAN'S DAY
and
MILITARY AND VETERAN'S WEEK

in the City of Moscow, and I urge all citizens to observe Veteran's Day, to participate in events within the community to honor our local veterans; to reflect upon the sacrifices made by America's military personnel, and to preserve and promote enduring peace around the world.



DATED this 5th day of November, 2018.

Bill Lambert, Mayor



Moscow City Council

Regular Meeting ~Minutes~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

**Monday
October 15, 2018**

7:00 PM

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

The meeting was called to order at 7:00 PM

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

STAFF: Gary J. Riedner, Les MacDonald, Tyler Palmer, Kevin Lilly, Bill Belknap, Laurie M. Hopkins

Pledge of Allegiance

Mayor Lambert led the Pledge of Allegiance.

Mayor Lambert read a letter of recognition for Jed Wallen, Troop 344, who received his Eagle Scout accommodation. Mayor Lambert presented the letter to Wallen. Wallen spoke on the process for his Eagle Scout project.

1. Consent Agenda (ACTION ITEM)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Art Bettge, Councilmember
SECONDER:	Gina Taruscio, Council Vice President
AYES:	Bonzo, Taruscio, Bettge, Boland, Sullivan, Zabala

A. Approval of Moscow City Council October 1, 2018 Minutes – Laurie M. Hopkins

B. Disbursement Report for September 2018 – Sarah Banks

Presentation of the Accounts Payable Report for the month ending September 30, 2018. This was reviewed, signed and recommended for approval by the Public Works/Finance Committee on October 8, 2018.

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

C. Proposed Lot Division at 209 Rodeo Drive – Leah Carlson

Cody Merrill is requesting a lot division to divide an existing 4.69 acre parcel into two parcels of approximately 2.11 acres and 2.58 acres in size. The lot division is intended to accommodate a Self-Storage Facility which was approved for a Conditional Use Permit by the Board of Adjustment on August 29th, 2018. The subject property is within the Motor Business (MB) Zoning District which has no minimum lot width or size requirements, therefore all proposed lots meet current requirements. Property owners within 600 feet of the property have been notified of the proposed division and the site was posted seven (7) days prior to the public meeting date. This was reviewed and recommended for approval by the Public Works/Finance Committee on October 8, 2018.

ACTION: Approve the lot division request with no conditions.

Minutes Acceptance: Minutes of Oct 15, 2018 7:00 PM (Consent Agenda (ACTION ITEM))

2. Staff Recognition Report - Gary J. Riedner

Riedner congratulated the Finance Department on receiving the GFOA Certificate of Achievement for Excellence in Financial Reporting. This is the highest form of recognition in governmental accounting and financial reporting. Mayor Lambert presented the award to Sarah Banks. Banks said staff was supportive and collaborative with the document. She also thanked Riedner who was Acting Finance Director for most of the preparation.

Riedner introduced Michael Lowry, University of Idaho. Lowry explained the U.S. Department of Transportation breaks up the states into regions. Moscow is in the Pacific Northwest (PNW) region. Each region has an entity that oversees research and education and for the PNW, it is PacTrans. Each region has an annual conference where rewards are presented. Lowry nominated the Engineering Department for Collaborator of the Year. The award is presented to those entities that has helped with mentoring students, research support, class projects. The nomination highlighted class projects of traffic calming at the middle school, the underpass at White and Styner, and assistance in research grant proposals. Involving real life projects for the engineering students is a great opportunity. Lowry presented the award to MacDonald. MacDonald expressed his appreciation to Lowry for the nomination. He spoke on other projects the Public Works Department collaborates on with the University of Idaho. The Department is honored to be recognized.

3. Government Finance Officers Association (GFOA) Award Presentation (ACTION) - Gary J. Riedner

The City submitted the FY2017 Comprehensive Annual Financial Report (CAFR) to the Government Finance Officers Association (GFOA) for consideration for the Certificate of Achievement for Excellence in Financial Reporting Award. The GFOA reviewed the FY2017 CAFR and determined that it met the rigorous standards for the award and subsequently issued its certificate. This is the 15th consecutive year the City has received the GFOA Award for Excellence in Financial Reporting.

ACTION: Acknowledge the Excellence in Financial Reporting Award from the Government Finance Officers Association for the City's FY2017 Comprehensive Annual Financial Report.

This item was discussed during the staff recognition report.

4. Mayors Appointments (ACTION ITEM)

Mayor Lambert put forward Jared Norman to the Historic Preservation Commission for appointment.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Art Bettge, Councilmember
SECONDER:	Brandy Sullivan, Councilmember
AYES:	Bonzo, Taruscio, Bettge, Boland, Sullivan, Zabala

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

Annette Biegler, 937 Kenneth St Moscow, is running for Latah County Assessor. She shared some background about her life and employment history and is volunteering on the Board of Adjustment. She said she has the required management skills for the office. She recently spent a week in Boise taking one of two classes to become a certified appraiser.

Paul Kimmell, 1037 Four Mile Rd Viola, invited everyone to the annual Palouse Basin Water Summit taking place Thursday, October 18 at 4:30 p.m. at the SEL Event Center. Sandra Postel, author of Sandra Postel, is the keynote speaker. Kathryn Rowden will also be speaking on weather, climate and hydrology on the Palouse.

Reports

City Council

Moscow Pathways Commission - Sullivan reported Schott presented on the Highway 95 underpass to answer questions and receive feedback.

Bonzo presented a recycling program through Trex. The program accepts plastic bags and plastic film and is used for the decking materials.

Fair & Affordable Housing Commission - Zabala said Linda Pike researched the creation of a temporary lot for those living in cars and if there was interest. They will be reaching out to entities in the community to determine if there is a demand.

Mayor

Mayor Lambert reported he attended an AIC board meeting and discussed the next legislative session. The next board meeting will occur in November where they will continue working on the possibility of a local option tax and items to bring forward to the legislature at the City Officials Day at the Capitol. He also reported on the Mayors Youth Advisory Committee; walk to school days for multiple elementary schools; the Mayor walking challenge; and iSwing dedication. Due to the Vandals losing against Idaho State University, he lost a bet to Brian Blad, Mayor of Pocatello and had to wear a Bengal tie for the Council meeting.

Staff

No report.

Adjourn to Executive Session per Idaho Code 74-206 (1)(B), (1)(C) and (1)(F) - The meeting will not reconvene.

Taruscio moved and Bettge seconded to adjourn to Executive Session at 7:46 p.m.. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

Minutes Acceptance: Minutes of Oct 15, 2018 7:00 PM (Consent Agenda (ACTION ITEM))

**CITY OF MOSCOW
MINUTES OF CITY COUNCIL EXECUTIVE SESSION
October 15, 2018**

Present: Mayor Lambert, Art Bettge, Jim Boland, Kathryn Bonzo, Brandy Sullivan, Gina Taruscio, Anne Zabala

Also Present: Gary J. Riedner, City Supervisor; Bill Belknap, Community Development Director

The executive session was called to order at 7:50 p.m.

Item discussed pursuant to I.C. 74-206(1)(c)

The executive session was adjourned at 8:20 p.m.

Minutes Acceptance: Minutes of Oct 15, 2018 7:00 PM (Consent Agenda (ACTION ITEM))

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 11/05/2018**Title:** WRRF Slide Gates Replacement Project - 2018**Responsible Staff:** Nate Suhr

Information

DESCRIPTION: The City published an advertisement for bids on October 9, 2018 for the Water Reclamation and Reuse Facility (WRRF) Slide Gates Replacement Project. The base bid for the project includes the removal and replacement of six existing (48" x 50") slide gates within "Box G" at the WRRF. The six new (48" x 50") slide gates had been previously purchased by the City and the manufacturer's plans and specifications for the new gates were provided as part of the bid proposal package. The Engineer's estimate for the project was \$34,690.50.

Bid opening for the project took place on October 16, 2018, at which two bids were received. Of the responsive bids received, numbers ranged from \$27,650.48 to \$48,590.50. Clearwater Construction & Management was the low bidder on the project and a bid tabulation is attached. This was reviewed and recommended for approval by the Public Works/Finance Committee on October 22, 2018.

STAFF RECOMMENDATION: Accept the low bid from Clearwater Construction & Management, award the contract in the amount of \$27,650.48, and authorize staff approval for construction change orders in an amount not to exceed 10% of the contract amount.

ACTION: Accept the low bid from Clearwater Construction & Management, award the contract in the amount of \$27,650.48, and authorize staff approval for construction change orders in an amount not to exceed 10% of the contract amount.

Necessary Resources/Impacts

(PERSONNEL) City staff will administer the construction contract and inspection
 11/05/18 230.230.60.68.40 · Sewer Fund R&M Equipment \$27,650.48

Attachments

WRRF Slide Gates Replacement Project - 2018 -- Bid Tabulations
 ConstructionAgreement-ClearwaterWRRFBoxGSlideGateReplacement FINAL

PROJECT: WRRF Slide Gates Replacement Project - 2018 Bids Opened 10-16-2018 3:15PM				Engineers Estimate	
BASE BID		Quantity	Unit		
Item No.	Description				
1	Mobilization	1	LS	\$ 1,500.00	\$ 1,500.00
2	Remove Slide Gate	6	EA	\$ 1,250.00	\$ 7,500.00
3	Install Slide Gate	6	EA	\$ 4,000.00	\$ 24,000.00
4	Sales Tax For City Furnished Gates	1	LS	\$ 1,690.50	\$ 1,690.50
BID TOTALS				TOTAL \$ 34,690.50	

BID FROM: Clearwater Construction & Management	
Unit Price	Total
\$ 1,400.00	\$ 1,400.00
\$ 920.00	\$ 5,520.00
\$ 3,173.33	\$ 19,039.98
\$ 1,690.50	\$ 1,690.50
TOTAL \$ 27,650.48	

BID FROM: TML Construction	
Unit Price	Total
\$ 4,000.00	\$ 4,000.00
\$ 2,500.00	\$ 15,000.00
\$ 4,650.00	\$ 27,900.00
\$ 1,690.50	\$ 1,690.50
TOTAL \$ 48,590.50	

**CONSTRUCTION AGREEMENT
FOR WRRF SLIDE GATES REPLACEMENT PROJECT - 2018
BETWEEN CITY OF MOSCOW, IDAHO
AND CLEARWATER CONSTRUCTION AND MANAGEMENT, LLC**

THIS CONSTRUCTION AGREEMENT FOR WRRF SLIDE GATES REPLACEMENT PROJECT – 2018 BETWEEN CITY OF MOSCOW, IDAHO AND CLEARWATER CONSTRUCTION AND MANAGEMENT, LLC (hereinafter “Agreement”), dated this _____ day of _____, 2018, 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 Clearwater Construction and Management, LLC., 5711 West Garden Springs Road, Spokane Washington, 99224 (hereinafter "CONTRACTOR");

WITNESSETH:

WHEREAS, pursuant to the invitation of CITY, extended through a "Solicitation for Bids", CONTRACTOR submitted a proposal containing an offer invited by said solicitation; and

WHEREAS, CITY has determined that said offer was the lowest responsive bid; and

WHEREAS, CITY has accepted CONTRACTOR’s bid;

NOW THEREFORE, the Parties to this Agreement, in consideration of the mutual covenants and stipulations set out, agree as follows:

**ARTICLE 1.
CONTRACT DOCUMENTS**

The Contract Documents which comprise the entire Agreement between CITY and CONTRACTOR concerning the work to be performed, are this Agreement, pages one (1) through five (5), and the following:

1. Advertisement for Bids;
2. Project Specifications titled: WRRF Slide Gates Replacement Project – 2018
City of Moscow Project No. 110-018
3. Bid/Proposal of CONTRACTOR, dated October 16, 2018, attached to this Agreement;
4. The Engineering Plans;
5. Performance and Payment Bonds, and Insurance Certificates, physically attached to this Agreement;
6. No Addendum issued prior to opening of bids;
7. Change Orders which may be delivered or issued after the effective date of this Agreement.

There are no Contract Documents other than those listed in Article 1. This Agreement may only be amended by change order as provided in the Project Specifications.

ARTICLE 2. WORK

CONTRACTOR shall complete the entire work as specified, indicated, and required under the Contract Documents contained herein under Article 1., for CITY project (hereinafter “Project”) titled:

“WRRF Slide Gates Replacement Project - 2018”

ARTICLE 3. CONTRACT TIME/SUBSTANTIAL COMPLETION

The work to be performed pursuant to this Agreement shall not start prior to November 5, 2018 and shall be substantially completed by December 28, 2018. The work shall be completed within Forty Five (45) calendar days from the commencement of work, unless adjustment of the Agreement time is made in accordance with the provisions of the Contract Documents. CONTRACTOR shall begin work in conformance with the Contract Documents and shall complete the work prior to the date of completion.

ARTICLE 4. CONTRACT SUM

CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds in the amount of Twenty-Seven Thousand Six Hundred Fifty and 48/100 Dollars (\$27,650.48) for Base Bid, as submitted by CONTRACTOR. In no event shall Contract amount exceed CONTRACTOR’s bid amount of Twenty-Seven Thousand Six Hundred Fifty and 48/100 Dollars (\$27,650.48) unless otherwise authorized by CITY. Any such increase in work shall be compensated in accordance with unit pricing terms specified in bid documents. Said Contract Sum shall be paid in accordance with the Contract Documents.

ARTICLE 5. INDEPENDENT CONTRACTOR

The Parties warrant by their signature that no employer-employee relationship is established between CONTRACTOR and CITY by the terms of this Agreement. It is understood by the Parties hereto that CONTRACTOR is an independent contractor and, as such, neither CONTRACTOR nor CONTRACTOR’s employees, agents, representatives or subcontractors, if any, are employees of CITY for purposes of tax, retirement system, or social security (FICA) withholding.

ARTICLE 6. SCOPE OF SERVICES

CONTRACTOR shall perform all services required by the Contract Documents. All work shall be completed in accordance with the specifications and plans established for this Project.

ARTICLE 7. HOLD HARMLESS/INDEMNIFICATION

In addition to other rights granted CITY by the Contract Documents, CONTRACTOR agrees to indemnify, defend, and hold harmless CITY, its officers, agents, employees, and engineers, from and against any and all losses, lawsuits, actions, claims, judgments for damages, or any injuries or damages received or sustained by any person, persons, or property and losses, and expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with the acts and/or any performances, activities, errors or omissions by CONTRACTOR, CONTRACTOR's servants, agents, officers, employees, representatives, guests, business invitees 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 claims or amounts recovered from any infringements of patent, trademark or copyright; or from any claims or amounts arising out of or recovered under the Workmen's Compensation Act or any other law, ordinance, order, or decree.

ARTICLE 8. CONFLICT OF INTEREST

CONTRACTOR covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the Project which would conflict in any manner or degree with the performance of CONTRACTOR's services hereunder. CONTRACTOR further covenants that, in performing this Agreement, CONTRACTOR will employ no person who has any such interest. Should any conflict of interest arise during the performance of this Agreement, CONTRACTOR shall immediately disclose such conflict to the Project Engineer/Engineer and CITY.

ARTICLE 9. ENTIRE AGREEMENT, MODIFICATION AND ASSIGNABILITY

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. CONTRACTOR may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder, other than as provided within the Contract Documents, without the prior written consent and express authorization of CITY.

ARTICLE 10. LICENSES AND ADHERENCE TO LAW REQUIRED

CONTRACTOR represents that he possesses the skill and experience necessary and all licenses required to perform the services under this Agreement. CONTRACTOR further agrees to comply with all applicable Federal, State and Local Statutes and Regulations in the performance of the services hereunder, and 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 CONTRACTOR shall be deemed material and shall subject CONTRACTOR to termination of this Agreement for cause. No pleas of misunderstanding or ignorance on the part of CONTRACTOR will in any way serve to modify the provisions of this requirement. CONTRACTOR and its surety shall indemnify, defend and

hold harmless CITY and its employees, agents, engineers and representatives, against any claim or liability arising from or based on the violation of any such laws, codes, ordinances, or regulations, whether by CONTRACTOR, CONTRACTOR's employees, or its subcontractors.

ARTICLE 11. 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, physical or mental disability, age, marital or familial status, sexual orientation, and gender expression or identity. CONTRACTOR shall not discriminate against any employee or applicant for employment. CONTRACTOR'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. CONTRACTOR agrees to post in conspicuous places, available to employees and other applicants for employment, notices setting forth the provisions of this non-discrimination Section.

ARTICLE 12. LEGAL 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 a lawsuit.

ARTICLE 13. JURISDICTION, VENUE AND NONWAIVER

It is agreed that this Agreement shall be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, it is agreed that proper venue shall be the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah. Failure of CITY to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

ARTICLE 14. SPECIAL WARRANTY

CONTRACTOR warrants that nothing of monetary value has been given, promised, or implied as remuneration or inducement to enter into the Agreement. CONTRACTOR 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 CONTRACTOR shall make this Agreement null and void. CONTRACTOR 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 workmanlike manner. CONTRACTOR acknowledges that it will be liable for any breach of this warranty.

ARTICLE 15. COMMUNICATIONS

Such communications as are required by this Agreement shall be satisfied by mailing or by personal delivery to the Parties at the following addresses:

Contractor:

Clearwater Construction and Management, LLC
5711 West Garden Springs Road
Spokane, Washington 99224

City:

City Engineer
City of Moscow
206 East Third Street
P O Box 9203
Moscow, Idaho 83843

ARTICLE 16. NON-APPROPRIATIONS

This Agreement is contingent upon CITY receiving the necessary funding to cover the 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 CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

ARTICLE 17. APPROVAL REQUIRED AND SEVERABILITY

This Agreement shall not become effective or binding until approved by the City of Moscow. If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will, nevertheless, remain in full force and effect.

ARTICLE 18. EXECUTION

IN WITNESS WHEREOF, said CONTRACTOR and CITY have caused this Agreement to be executed on the day and year first above written.

Contractor

Clearwater Construction and Management, LLC

City

City of Moscow, Idaho

By: _____

Bill Lambert, Mayor

ATTEST:

By: _____

Laurie M. Hopkins, City Clerk

Approved As To Form:

Mia Vowels, City Attorney

ACKNOWLEDGMENT

STATE OF _____)
) ss:
County of _____)

On this ____ day of _____, 2018, before me, the undersigned, a Notary in and for said State, personally appeared _____ and _____ known to me to be the person(s) whose name(s) is/are subscribed to the foregoing Agreement and acknowledged to me that he/she/they executed the same in his/her/their capacity as _____ for Clearwater Construction and Management, LLC.

(seal)

Notary Public residing at: _____
My commission expires: _____

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 11/05/2018**Title:** Castleford Street Encroachment Request - Abbott**Responsible Staff:** Bob Buvel

Information

DESCRIPTION: Dwayne and Monica Abbott, the owners of the lot at 2830 Hampton Court, have applied for a right of way encroachment to construct a retaining wall in the Castleford Street right-of-way along the north side of their property. Their house at 2830 Hampton Court was built in the first constructed phase of the Southgate 3rd Subdivision. Road construction in the second phase of the subdivision undermined the slope supporting the house, creating an unstable situation. Their proposed solution to the problem is a joint effort between the Abbotts and the developer to build a wall that will retain an engineered sloped embankment below the house foundation. If the wall is built with the encroachment into the right of way (near the back of the sidewalk) it will save the developer and the property owner \$10,500 to \$13,000 versus building the wall on the Abbott's private property. The franchise utility companies have all written letters stating they have no intention of exercising use of the public utility easement along the subject frontage. This was reviewed and recommended for approval by the Public Works/Finance Committee on October 22, 2018.

STAFF RECOMMENDATION: Approve the encroachment request and the attached encroachment agreement.

ACTION: Approve the encroachment request and attached encroachment agreement.

Necessary Resources/Impacts

N/A

Attachments

Preliminary Plan and Cost Est. From RE
Abbott - 2830 Hampton ROW Permit App
EncroachmentAgreement;Abbott;2830HamptonCourt(clean)



RELIANT ENGINEERING, PLLC
PROVIDING CONSTRUCTABLE SOLUTIONS

1.C.a

October 18, 2018
Project No.18059

City of Moscow Engineering Dept.
221 E. Second St.
P.O. Box 9203
Moscow, ID 83843

Re: Abbott Residence Retaining Wall ROW Encroachment Request

To Whom It May Concern:

We are in the process of designing a retaining wall for the Abbott Residence at 2830 Hampton Court, Moscow, ID. Due to the cutting of the hillside below the residence for Castleford Street construction the owner has lost the ability to create any level area in the backyard of the subject property. Thus a retaining wall is required and with that, the placement of it gets considerably taller as it is moved back away from Castleford Street. Therefore, the owner wishes to seek a ROW encroachment to move the retaining wall to within 2 feet of the back of the existing sidewalk. Reliant Engineering, pllc (RE) has put together some preliminary drawings which are attached showing the location of the wall if the ROW encroachment is not provided and what it would look like if the encroachment is granted.

RE was also asked to provide an engineer's estimate of the cost difference for the two wall designs. Although there is not an actual engineered design prepared at this time due to the unknown position of the retaining wall, from experience with other similar walls we expect that there will be 2 additional courses of block required to move the wall back into the hillside. Given the wall is roughly 86 feet long and the 2 courses would be 3 feet more in height. The going rate for this type of wall and construction conditions usually ranges in the \$40 to \$50 per square foot of wall face and thus the added costs to move the wall back into the hillside would be around \$10,500 to 13,000 plus applicable taxes.

The above mentioned comments and recommendations are brief overviews meant to give an overall scope of the intent and are not to be considered complete descriptions. Reliant Engineering would be pleased to provide additional detail for the construction of the actual work upon request.

If you desire any further verbal or written clarification to clear up any questions which may have come to mind from the review of this letter, please do not hesitate to call.

Thank you for consulting with **Reliant Engineering, pllc.**

Sincerely,

Evan D. Laubach, P. E.

cc: Dwayne Abbott, Home Owner

Attachments: Drawings S1.0 & S2.0

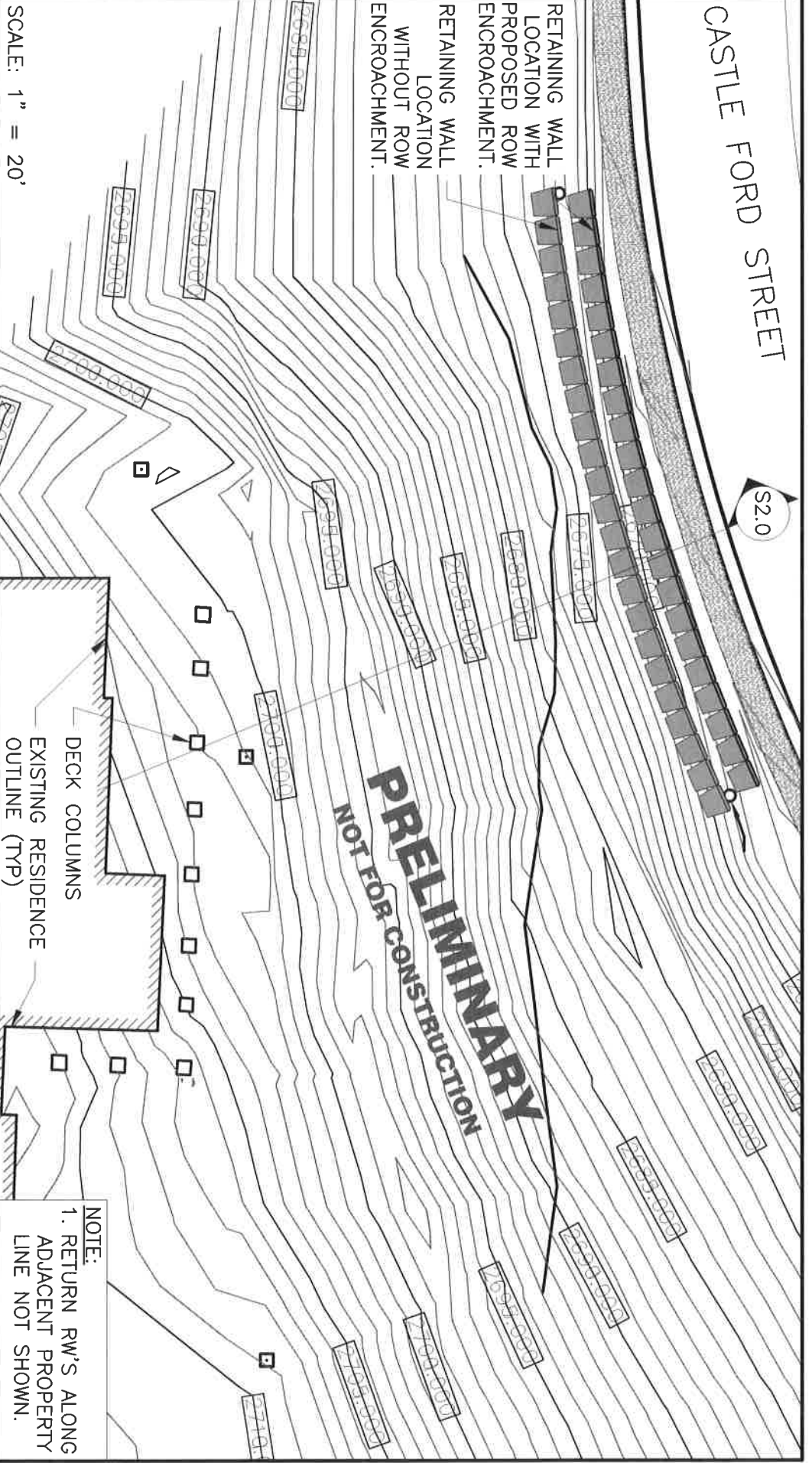


CASTLE FORD STREET

S2.0

RETAINING WALL
LOCATION WITH
PROPOSED ROW
ENCROACHMENT.

RETAINING WALL
LOCATION
WITHOUT ROW
ENCROACHMENT.



NOTE:
1. RETURN RW'S ALONG
ADJACENT PROPERTY
LINE NOT SHOWN.

SHEET TITLE

PROJECT

RETAINING WALL OVERALL SITE PLAN

ABBOTT RESIDENCE RETAINING WALL 2830 HAMPTON COURT PULLMAN, WA 99163

RELIANT ENGINEERING, PLLC
PROVIDING CONSTRUCTIBLE SOLUTIONS

248 NW Sunrise Drive
Pullman, WA 99163
(509) 334-5745
engineer@reliantengr.com

DRAWN BY

EL, JW

DATE

10/18/18

SHEET

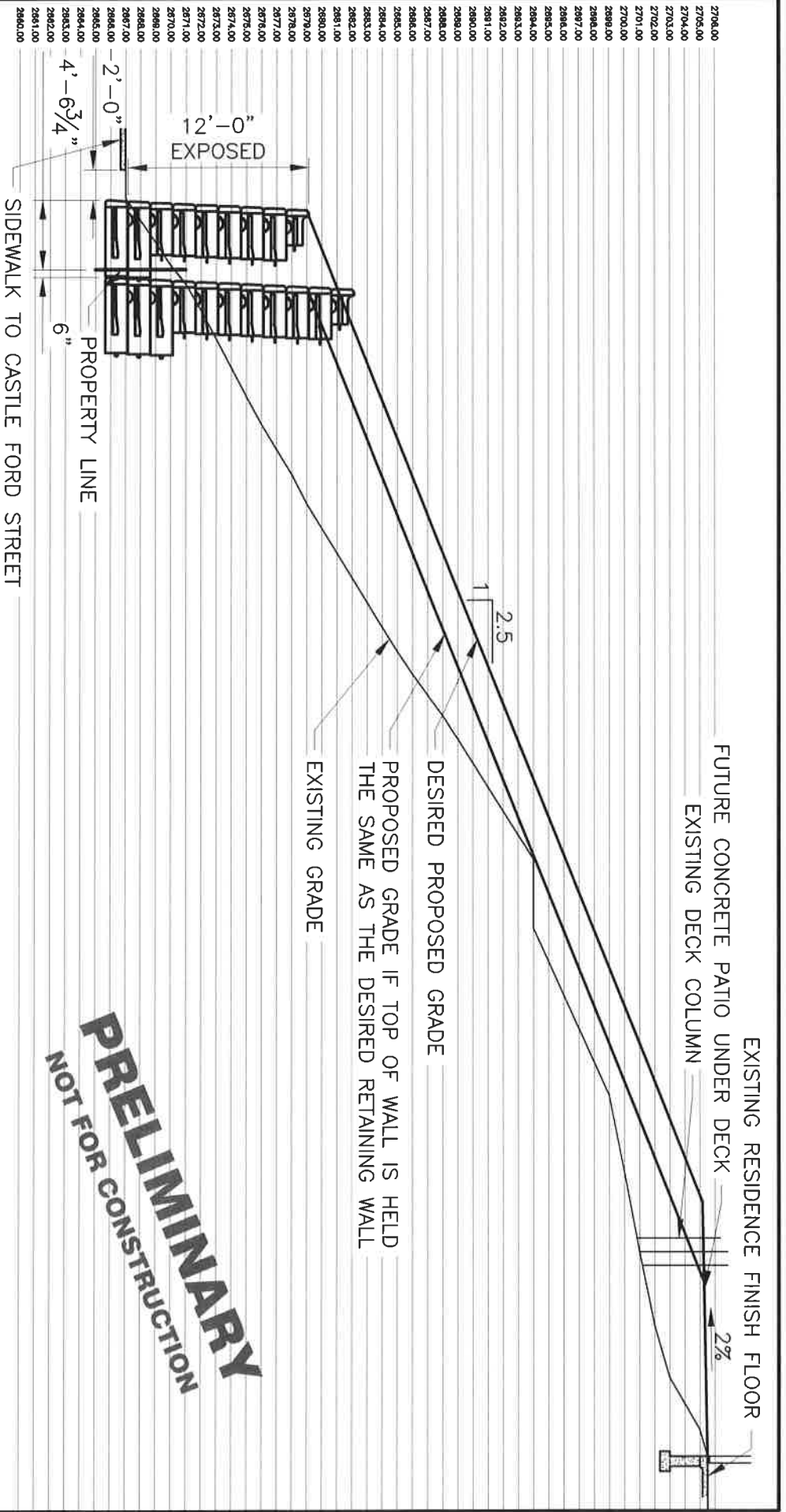
S1.0

CHECKED BY

EDL

JOB NO.

18059



SCALE: 1" = 10'

SHEET TITLE

PROJECT

RETAINING WALL ALTERNATE LOCATIONS

ABBOTT RESIDENCE RETAINING WALL 2830 HAMPTON COURT PULLMAN, WA 99163

RELIANT ENGINEERING, PLLC
PROVIDING CONSTRUCTIBLE SOLUTIONS

248 NW Sunrise Drive
Pullman, WA 99163
(509) 334-5745
engineer@reliantengr.com

DRAWN BY
EL, JW

DATE
10/18/18

CHECKED BY
EDL

JOB NO.
18059

SHEET

S2.0



The information on this form is Public Record and may be posted to a public website

**CITY OF MOSCOW PUBLIC WORKS DEPARTMENT
APPLICATION FOR RIGHT-OF-WAY USE PERMIT**

SITE ADDRESS/LOCATION

2830 Hampton Ct Moscow Idaho

☐ City Right-of-Way ☐ ITD Right-of-Way

PROJECT NAME Retaining Wall

PROJECT INFORMATION

Date(s) for proposed project:

Times for proposed project:

Brief description of project:

Applicant: Name Dwayne Abbott

Mail Address 1049 Presby Rd

City Visla State ID Zip 83872

Phone 208 882 8563 Fax _____

E-Mail dwayne.abbott@gmail.com

Contractor:

Name DKW Excavating - Dan Wise

Mail Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____

E-Mail _____

PUBLIC WORKS/IDAHO STATE REGISTRATION NO. RCT-18299

Property Owner:

Name Same as above

Mail Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____

E-Mail _____

Contact Person Name _____

Phone _____ Cell _____

SIGNATURES

Dwayne E. Abbott / 17 Oct 2016

Applicant _____ Date _____
(Signing this application confirms your agreement to all conditions on this form)

Staff _____ Date _____

ROW Closure ☐ Yes ☐ No

Closure Type: ☐ Street ☐ Sidewalk ☐ Lane ☐ Alley

Date(s) of Closure: _____ Times: _____

For Completion by City Staff:

Fees Due: _____ Date Fees Paid: _____

APPROVALS:

Engineering/Public Works: _____ ☐ Approve ☐ Disapprove Date: _____

Police Department: _____ ☐ Approve ☐ Disapprove Date: _____

Fire Department: _____ ☐ Approve ☐ Disapprove Date: _____

Streets Department: _____ ☐ Approve ☐ Disapprove Date: _____

ROW closure necessary: ☐ Yes ☐ No

ITD Permit Required: ☐ Yes ☐ No

ITD Approval Received: ☐ Yes ☐ No ☐ Pending ☐ N/A ☐ Other, explain: _____

Staff Comments:

Permit Approved & Issued ☐ Not Approved ☐ _____

City Clerk/Deputy City Clerk

RIGHT OF WAY PERMIT

- | | |
|---|---|
| ☐ Curb Cut/Driveway | ☐ Alley Closure |
| ☐ Excavation within Right-of-Way | ☐ Lane Closure |
| ☐ Sidewalk – Repair/Replacement | ☐ Sidewalk Closure |
| ☐ Tree Trimming | ☐ Street Closure |
| ☐ Utility Boring | |
| ☐ Other (specify) _____ | |

Type/Size of Utility _____			
Size of Excavations	X	X	
Length	Width	Depth	
X	X		
Length	Width	Depth	
X	X		
Length	Width	Depth	

Start Date & Time _____ Completion Date & Time _____

Backfill Requirements

TYPE OF FILL	DEPTH	ADDITIONAL REQUIREMENTS
☐ Native	_____	_____
☐ Crushed Rock	_____	_____
☐ Cold Mix	_____	_____
☐ Hot Mix - AC	_____	_____
☐ PCC Concrete	_____	_____
☐ CDF	_____	_____
☐ Other (specify) _____	_____	_____

Compaction Requirement 95% Minimum

TRAFFIC CONTROL

Will vehicular and/or pedestrian movements be interrupted?

☐ Yes ☐ No

Describe interruption with a Traffic Control Plan: **Required.**

(Attach a Traffic Control Plan map.)

Other Requirements

1. All work shall be in accordance with city standards.
2. All work shall be inspected by the City.
3. All traffic control must comply with MUTCD.

Will tree removal or disturbance be required to perform this work?

☐ Yes ☐ No

*Removals require separate permits. Disturbances require approval.

FEES

☐ Right-of-Way Permit	\$35.00 each _____
☐ Right of Way Closure	\$40.00 each _____
☐ Idaho Transportation Department Highway Right-of-Way Permit	\$100.00 each _____
☐ Sewer Tap	\$190.00 each _____
☐ Sewer Service Inspection	\$75.00 _____
☐ Water Service Inspection	\$75.00 _____

FEES & SERVICES

☐ Site Plan Review (\$75+ \$5 per parking space)	Total _____
☐ Subdivision and Plat Review (\$260 + \$26 per lot)	Total _____
☐ Public Improvement Review-2 Submittals (\$120 + \$35 per sheet)	Total _____
☐ As Constructed Plan Prep (\$250 + \$35 per plan sheet)	Total _____
☐ Easement Document Review/Prep	\$65 each _____
☐ Development Agreements	\$240 each _____
☐ Telecommunications Review	\$1680 _____
☐ Telecommunications Modification/Revisions to Existing	\$185 _____
☐ Grading Plan Review	\$125 each _____
☐ Encroachment Permit, Administrative	\$70 each _____
☒ Encroachment Permit, Council Action	\$125 each <u>\$125.00</u>

SECURITY DEPOSIT

☐ Required ☐ Not Applicable ☐ ROW Surety Bond on File

Total Valuation of Permitted Work

Deposit

\$100 to \$500	\$245.00
\$501 to \$1,000	\$367.50
\$1,001 to \$1,500	\$490.00
\$1,501 to \$2,000	\$615.00
\$2,001 to \$2,500	\$735.00
\$2,501 to \$3,000	\$860.00
\$3,001 to \$3,500	\$980.00
\$3,501 to \$4,000	\$1,100.00
\$4,001 to \$4,500	\$1,230.00
Greater than \$4,500	\$1,850.00
Multiple Projects/ [up to four (4) active projects]	\$3,675.00



Transaction Date: 10/17/2018
Comment: 2456
Payee: DWAYNE ABBOTT

Application #:	ENG2018-0217	Receipt #:	REC010587
ENG_0013	ROW Encroachment - Council	101-000-00-421-18	\$125.00
		Permit Total:	\$125.00

OTHER

Transaction Total: \$125.00

Signature: 

**ENCROACHMENT AGREEMENT
2830 HAMPTON COURT, MOSCOW, IDAHO**

THIS ENCROACHMENT AGREEMENT 2830 HAMPTON COURT, MOSCOW, IDAHO (hereinafter "Agreement"), 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 Dwayne E. Abbott and Monica Y. Abbott, whose current address is 1049 Presby Road, Viola, Idaho, 83872, owners of property located at 2830 Hampton Court, Moscow, Idaho, 83843 (hereinafter "OWNERS").

WITNESSETH:

WHEREAS, CITY is the owner of the Castleford Street public right-of-way, within Southgate 3rd Addition to the City of Moscow, Idaho, north of and adjacent to 2830 Hampton Court; and

WHEREAS, OWNERS are the exclusive and sole owners of the premises commonly known as 2830 Hampton Court, and more particularly described as Lot 8, Block 4, Southgate 3rd Addition to the City of Moscow, Idaho; and,

WHEREAS, OWNERS desire to partially encroach upon CITY's street right-of-way by the presence of a gravity-block retaining wall and retained sloped embankment; and

WHEREAS, CITY is willing to allow OWNERS to install and maintain the proposed gravity-block retaining wall and retained sloped embankment on the street right-of-way; and

WHEREAS, CITY is willing to permit such encroachments only under the terms of this Encroachment Agreement;

NOW, THEREFORE, CITY and OWNERS hereby agree as follows:

1. Description. CITY will permit OWNERS to maintain the following described encroachments upon CITY right-of-way to the extent and in the manner described below:
 - A. Premises. CITY-owned property described as the Castleford Street public right-of-way contiguous with the length of OWNERS' property at 2830 Hampton Court.
 - B. Encroached Space. The portion of CITY's Premises (as defined in 1.A., above) upon which OWNERS' gravity-block retaining wall and retained sloped embankment will encroach, as shown on Exhibit "A" to this Encroachment Agreement, attached hereto and incorporated by reference to this Encroachment Agreement.

2. Use. OWNERS shall have the right and privilege to utilize the above-ground Encroached Space only for the purpose of installing and maintaining the gravity-block retaining wall and retained sloped embankment behind said wall.
3. Cleanliness. OWNERS agree that said Encroached Space shall be kept in good repair and in a neat, safe, sanitary and structurally sound condition, and that the Encroached Space shall be utilized in a manner so as not to endanger the safety or property of others. OWNERS agree that CITY is not responsible for maintenance, repair, structural capacity or any other characteristics of the gravity-block wall and retained sloped embankment.
4. Surrender of Premises and Return to Previous Condition.
 - A. CITY may cause said Encroached Space to be vacated at any time and for any reason at OWNERS' expense, following CITY's request that OWNERS vacate said Encroached Space, within ninety (90) days of CITY's issuance of written notice to OWNERS' last known address, as shown in the records of the Latah County Assessor's office.
 - B. Should OWNERS fail to vacate said Encroached Space within ninety (90) days of written notice sent by CITY requesting vacation of Encroached Space, CITY may cause said vacation without further notice to OWNERS and OWNERS shall be responsible for all expenses incurred by CITY in ensuring vacation of Encroached Space, including costs associated with the replacement of the retaining wall with a new retaining wall and sloped embankment located off of CITY's street right of way.
 - C. OWNERS understand and agree that CITY shall have the unqualified right to revoke this Encroachment Agreement and demand that OWNERS vacate the Encroached Space.
5. Limitation of Right. This Encroachment Agreement and the rights and privileges accruing to OWNERS therefrom, shall not be construed to grant OWNERS a property right, easement or any other interest in the public right-of-way, but shall only act as a revocable license to encroach as set out in this Encroachment Agreement. CITY specifically and explicitly retains the right to enter the premises described herein for purposes of inspection of said premises and the Encroached Space at reasonable times.
6. Assignability Clause. Neither this Encroachment Agreement nor the rights, privileges, or obligations herein shall be assigned to any other party without prior written consent of CITY; however, such assignment shall not be unreasonably withheld by CITY as long as the party to which this Encroachment Agreement is assigned agrees in writing to abide by all obligations contained in this Encroachment Agreement. Any attempted assignment of this Encroachment Agreement without prior written approval by CITY shall be void and without legal effect.
7. OWNERS agree to indemnify, defend, and hold harmless CITY, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of OWNERS and related to construction and maintenance of the Encroached Space and anything within such Encroached Space and any other encroachment in CITY right-of-way, specifically excepting any claims arising out of the negligence, gross negligence, and/or intentional acts of CITY or its officers, agents, or employees.

8. The mutual promises and covenants in this Encroachment Agreement shall constitute a covenant running with the land for the benefit of CITY, its successors and assigns, and the terms, conditions, and covenants herein shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, OWNERS and CITY have caused this Agreement to be executed on the ____ day of _____, 2018.

OWNERS:

CITY OF MOSCOW, IDAHO

Dwayne Abbott

Bill Lambert, Mayor

Monica Y. Abbott

ATTEST:

Laurie M. Hopkins, City Clerk

Approved As To Form:

Mia Vowels, City Attorney

Attachment: EncroachmentAgreement;Abbott;2830HamptonCourt(clean) (1831 : Castleford Street Encroachment Request - Abbott)

ACKNOWLEDGMENTS

STATE OF IDAHO)
) ss:
 County of Latah)

On this ____ day of _____, 2018, before me, a Notary Public in and for said State, appeared Dwayne E. Abbott, known to me to be the person named above and acknowledged that he executed the foregoing Encroachment Agreement.

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

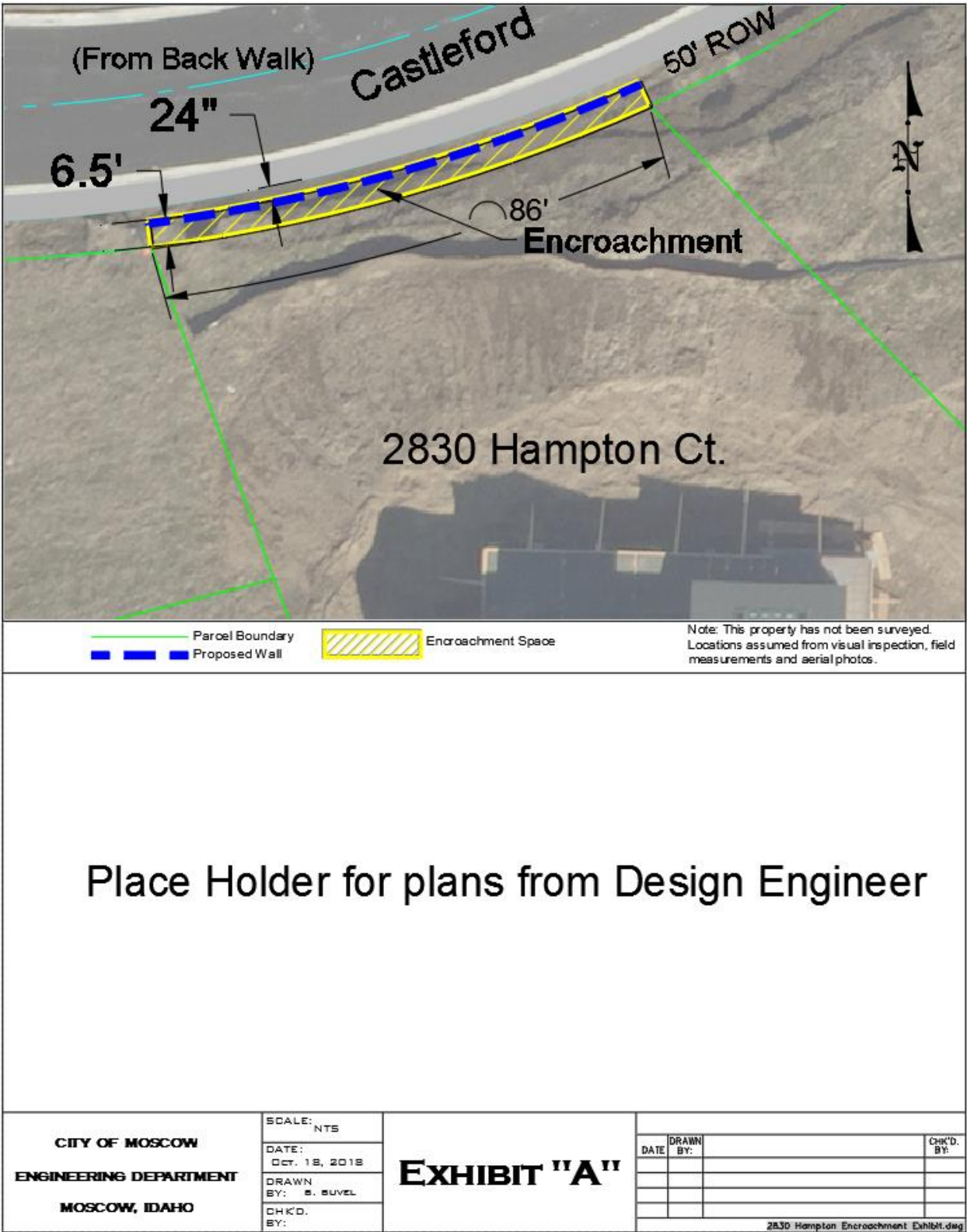
STATE OF IDAHO)
) ss:
 County of Latah)

On this ____ day of _____, 2018, before me, a Notary Public in and for said State, appeared Monica Y. Abbott, known to me to be the person named above and acknowledged that she executed the foregoing Encroachment Agreement.

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

Attachment: EncroachmentAgreement;Abbott;2830HamptonCourt(clean) (1831 : Castleford Street Encroachment Request - Abbott)

EXHIBIT "A"



Attachment: EncroachmentAgreement;Abbott;2830HamptonCourt(clean) (1831 : Castleford Street Encroachment Request - Abbott)

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 11/05/2018**Title:** Assistance to Firefighters Grant Request**Responsible Staff:** Alisa Anderson

Information

DESCRIPTION: The Assistance to Firefighters Grant (AFG) program goal is to enhance the safety of the public and firefighters with respect to fire and fire-related hazards and provides direct financial assistance to eligible fire departments. The purpose of the funding is to provide critically needed resources to equip and train emergency personnel to recognize standards, enhance operational efficiencies, foster interoperability, and support community resilience.

The Moscow Fire Department is requesting to submit a funding request to the AFG program to purchase new communications equipment to replace obsolete, unusable, and/or unrepairable equipment to meet current standards which require radio systems to be P25 compliant. The P25 standard refers to the manufacturing of interoperable digital two-way wireless communications products. Project 25 Compliance (P25) is a suite of standards which enable interoperability among digital two-way land mobile radio communications products created by and for public safety professionals. P25 radios are a direct replacement for analog FM radios but add the ability to transfer data as well as voice, allowing for more natural implementation of encryption or messaging.

The Moscow Fire Department is proposing to request mobile repeaters, mobile radios, portable radios, and pagers for use by staff and volunteer firefighters. The total cost is estimated not to exceed \$258,000. The AFG program requires a 10% match of the awarded amount. Attached to this report is the Notice of Funding Availability (NOFA) outlining the program requirements and guidelines. The grant application is due on October 26, 2018.

This was reviewed and recommended for approval by the Public Works/Finance Committee on October 22, 2018.

STAFF RECOMMENDATION: Ratify the funding request submitted to the Assistance to Firefighters Grant program on October 26, 2018, for communications equipment in the amount of \$227,562.

ACTION: Ratify the funding request submitted to the Assistance to Firefighters Grant program on October 26, 2018, for communications equipment in the amount of \$227,562.

Necessary Resources/Impacts

Required match of \$20,687 or 10% of awarded amount.

Attachments

FY_2018_AFG_NOFO CCSR

The Department of Homeland Security (DHS)
Notice of Funding Opportunity (NOFO)
Fiscal Year 2018 Assistance to Firefighters Grants

NOTE: Eligible recipients who plan to apply for this funding opportunity, but who have not obtained a Data Universal Numbering System (DUNS) number and/or are not currently registered in the System for Award Management (SAM), should take immediate action to obtain a DUNS Number, if applicable, and then to register immediately in SAM. It may take four weeks or more after the submission of a SAM registration before the registration becomes active in SAM, then an additional 24 hours for [Grants.gov](http://www.grants.gov) to recognize the information. Information on obtaining a DUNS number and registering in SAM is available from [Grants.gov](http://www.grants.gov) at <http://www.grants.gov/web/grants/register.html>. Detailed information regarding DUNS and SAM is also provided in Section D of this Notice of Funding Opportunity (NOFO), subsection, Content and Form of Application Submission.

A. Program Description

Issued By

US Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA)/Grant Programs Directorate (GPD)

Catalog of Federal Domestic Assistance (CFDA) Number

97.044

CFDA Title

Assistance to Firefighters Grants (AFG)

Notice of Funding Opportunity Title

FY 2018 Assistance to Firefighters Grants

Notice of Funding Opportunity Number

DHS-18-GPD-044-00-99

Authorizing Authority for Program

Section 33 of the *Federal Fire Prevention and Control Act of 1974*, Pub. L. No. 93-498, as amended (15 U.S.C § 2229)

Appropriation Authority for Program

Department of Homeland Security Appropriations Act, 2018 (Pub. L. No. 115-141)

Program Type

New

Program Overview, Objectives, and Priorities

Program Overview

The FY 2018 Assistance to Firefighters Grant (AFG) Program is set against the backdrop of a year in which the United States faced numerous and unprecedented homeland security challenges. These included the three major hurricanes that devastated parts of Texas, Florida, and much of Puerto Rico and the U.S. Virgin Islands, as well as massive wildfires across the State of California. In addition to these natural disasters, the Nation also responded to multiple incidents as part of the evolving threat landscape, including witnessing the first known terrorist attack executed against mass transportation on our soil; cyberattacks against critical port infrastructure; and mass casualty events involving both vehicles and active shooters.

The National Preparedness Goal (the Goal) defines what it means to be prepared for such diverse and complicated events. The National Preparedness System is the instrument the Nation employs to build, sustain, and deliver the core capabilities needed to achieve the goal of a more secure and resilient Nation. The development and sustainment of these core capabilities is not exclusive to any single level of government or organization, but rather requires the combined effort of the whole community. To that end, the FY 2018 AFG Program represents one part of a comprehensive set of measures authorized by Congress and implemented by the Administration. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, the AFG Program supports the goal to Strengthen National Preparedness and Resilience.

The recently released [2018-2022 FEMA Strategic Plan](#) creates a shared vision for the field of emergency management and sets an ambitious, yet achievable, path forward to unify and further professionalize emergency management across the country. The AFG Program supports the goals of Building a Culture of Preparedness and Readying the Nation for Catastrophic Disasters. We invite all of our stakeholders and partners to also adopt these priorities and join us in fostering a more prepared and resilient Nation.

Program Objectives

The purpose of the AFG Program is to enhance the safety of the public and firefighters with respect to fire and fire-related hazards. The program provides direct financial assistance to eligible fire departments, nonaffiliated emergency medical service (EMS) organizations, and State Fire Training Academies (SFTA). The funds provide critically needed resources that equip and train emergency personnel to recognized standards, enhance operational efficiencies, foster interoperability, and support community resilience.

In awarding grants, the Administrator of FEMA is required to consider the following:

- The findings and recommendations of the Technical Evaluation Panel (TEP).
- The degree to which an award will reduce deaths, injuries, and property damage by reducing the risks associated with fire related and other hazards.
- The extent of an applicant's need for an AFG grant and the need to protect the United States as a whole.

- The number of calls requesting or requiring a firefighting or emergency medical response received by an applicant.

Performance metrics for this program are as follows:

- Percentage of AFG PPE recipients who equipped 100 percent of on-duty active members with PPE in compliance with applicable NFPA and OSHA standards
- Percentage of AFG equipment recipients who reported that the AFG grant brought them into compliance with either state, local, NFPA, or OSHA standards
- Percentage of AFG award recipients who reported having successfully replaced their fire vehicles 25 years old or older in accordance with industry standards

Priorities

Information on program priorities and objectives for the FY 2018 AFG can be found in [Appendix B](#), FY 2018 AFG Programmatic Information and Priorities.

The AFG Program also addresses the following “Core Capabilities” of the National Preparedness Goal:

- Fire Management and Suppression
- Environmental Response/Health and Safety
- Threats and Hazards Identification
- Public Health, Healthcare, and Emergency Medical Services
- Operational Coordination
- Operational Communications
- Mass Search and Rescue Operations
- Community Resilience
- Long-term Vulnerability Reduction

B. Federal Award Information

Award Amounts, Important Dates, and Extensions

Available Funding for the NOFO: \$315,000,000¹

Projected number of Awards: 2,500

Period of Performance: Twelve months from the date of award. For additional information on period of performance extensions, refer to Section H. Additional Information and [Appendix C: Award Administration Information](#), VIII. Payments and Amendments.

Projected Period of Performance Start Date(s): 11/12/2018

¹ Note that this figure differs from the total amount appropriated under the *Department of Homeland Security Appropriations Act, 2018*, Pub. L. No. 115-141. In this FY 2018 AFG NOFO, percentages of “available grant funds” refers to the total amount appropriated—\$350,000,000—by Pub. L. No. 115-141 to meet the statutory requirements of § 33 of the *Federal Fire Prevention and Control Act of 1974*, as amended. A portion of these “available grant funds” will be allocated to the Fire Prevention & Safety (FP&S) program, which will have a separate NOFO and application period. \$35,000,000 will be allocated to FP&S for FY 2018.

Projected Period of Performance End Date(s): 11/11/2019

Funding Instrument: Grant

C. Eligibility Information

Eligible Applicants

Fire Departments: Fire departments operating in any of the 50 states, as well as fire departments in the District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of Puerto Rico,² or any federally recognized Indian tribe or tribal organization. A fire department is an agency or organization having a formally recognized arrangement with a state, territory, local, or tribal authority (city, county, parish, fire district, township, town, or other governing body) to provide fire suppression to a population within a geographically fixed primary first due response area.

Nonaffiliated EMS organizations: Nonaffiliated EMS organizations operating in any of the 50 states, as well as the District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of Puerto Rico,² or any federally recognized Indian tribe or tribal organization. A nonaffiliated EMS organization is an agency or organization that is a public or private nonprofit emergency medical service entity providing medical transport that is not affiliated with a hospital and does not serve a geographic area in which emergency medical services are adequately provided by a fire department.

FEMA considers the following as hospitals under the AFG Program:

- Clinics
- Medical centers
- Medical college or university
- Infirmary
- Surgery centers
- Any other institution, association, or foundation providing medical, surgical, or psychiatric care and/or treatment for the sick or injured.

State Fire Training Academies: A State Fire Training Academy (SFTA) operates in any of the 50 states, as well as the District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of Puerto Rico.² Applicants must be designated either by legislation or by a Governor's declaration as the sole fire service training agency within a state, territory, or the District of Columbia. The designated SFTA shall be the only agency/bureau/division, or entity within that state, territory, or the District of Columbia.

² The District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of Puerto Rico are all defined as "States" in the Federal Fire Prevention and Control Act of 1974.

Eligible Activities

AFG has three program activities:

- Operations and Safety
- Vehicle Acquisition
- Regional Projects

Each activity has its own eligibility requirements. These requirements are outlined in [Appendix B](#): Programmatic Information and Priorities.

Other Eligibility Criteria

National Fire Incident Reporting System (NFIRS)

NFIRS reporting is not a requirement to apply for any AFG Program; however, fire departments that receive funding under this program must agree to provide information to the NFIRS for the period covered by the assistance. If a recipient does not currently participate in the incident reporting system and does not have the capacity to report at the time of the award, that recipient must agree to provide information to the system for a twelve-month period commencing as soon as possible after they develop the capacity to report. Capacity to report to the NFIRS must be established prior to the termination of the one-year performance period. The recipient may be asked by FEMA to provide proof of compliance in reporting to NFIRS. Any recipient that stops reporting to NFIRS during their grant's period of performance may be subject to the remedies for noncompliance at 2 C.F.R. § 200.338, unless they have yet to develop the capacity to report to NFIRS, as described above.

There is no NFIRS reporting requirement for nonaffiliated EMS organizations or SFTAs.

Note: While data collection is an important tool for understanding and justifying assistance, participation in other data sources, (e.g., National Fire Operations Reporting System (NFORS)) does not satisfy the requirement for reporting to NFIRS).

National Incident Management System (NIMS) Implementation

AFG applicants are not required to be in compliance with the NIMS to apply for AFG funding or to receive an AFG award. Any applicant who receives an FY 2018 AFG award must achieve the level of [NIMS compliance](#) required by the Authority Having Jurisdiction (AHJ) over the applicant's emergency service operations (e.g., a local government), prior to the end of the grant's period of performance.

Maintenance of Effort

As required by 15 U.S.C. § 2229(k)(3), an applicant seeking an AFG grant shall agree to maintain, during the term of the grant, the applicant's aggregate expenditures relating to activities allowable under this NOFO, at not less than 80 percent of the average amount of such expenditures in the two preceding fiscal years to the year this grant is awarded.

Cost Share or Match

Grant recipients must share in the costs of the projects funded under this grant program as required by 15 U.S.C. 2229(k)(1) and in accordance with applicable federal regulations at 2 CFR Part 200, but they are not required to have the cost-share at the time of application nor at the time of award. However, before a grant is awarded, FEMA will contact potential awardees to determine whether the grant recipient has the funding in hand or if the grant recipient has a viable plan to obtain the funding necessary to fulfill the cost-sharing requirement.

Recipient cost sharing is generally required as described below.

In general, eligible applicants shall agree to make available non-federal funds to carry out an AFG award in an amount equal to not less than 15 percent of the grant awarded. Exceptions to this general requirement apply to entities serving smaller communities as follows:

- When serving a jurisdiction of 20,000 residents or fewer, the applicant shall agree to make available non-federal funds in an amount equal to not less than 5 percent of the grant awarded;
- When serving a jurisdiction of more than 20,000 residents, but not more than 1,000,000 residents, the applicant shall agree to make available non-federal funds in an amount equal to not less than 10 percent of the grant awarded;
- When serving a jurisdiction of more than 1,000,000 residents, the applicant shall agree to make available non-federal funds in an amount equal to not less than 15 percent of the grant awarded.

The cost share for SFTAs will apply the requirements above based on the total population of the state.

The cost share for a Regional application will apply the requirements above based on the aggregate population of the primary first due response areas of the Host and participating partner organizations that execute a Memorandum of Understanding (MOU) as described in [Appendix B](#), Section J, Regional projects.

FEMA has developed a cost share calculator tool in order to assist applicants with determining their cost share. The cost share tool is available at: <https://www.fema.gov/media-library/assets/documents/153366>

Types of Cost Share

- i. Cash (Hard Match): Cost share of non-federal cash is the only allowable recipient contribution for AFG activity (Vehicle Acquisition, Operations and Safety, and Regional).
- ii. Trade-In Allowance/Credit: On a case-by-case basis, FEMA may allow recipients already owning assets acquired with non-federal cash, to use the trade-in allowance/credit value of those assets as cash for the purpose of meeting their cost share obligation. In order for FEMA to consider a trade-in allowance/credit value as cash, the allowance amount must be reasonable, and

the allowance amount must be a separate entry clearly identified in the acquisition documents.

- iii. In-kind (Soft Match): In-kind cost share is not allowable for AFG.
- iv. Overmatch: In the application narrative, an organization may indicate a voluntary pledge to commit additional financial support toward a project(s) cost, which is in addition to their required cost share obligation as detailed in the NOFO and required by law. FEMA will not account for this promised additional funding in the terms of the award.
- v. The award budget will not account for any voluntary committed cost sharing or overmatch. The use of an overmatch is not given additional consideration when scoring applications.

Economic Hardship Waivers

The Administrator of FEMA may waive or reduce recipient cost share or maintenance of effort requirements in cases of demonstrated economic hardship. Please see [Appendix C: Award Administration Information](#) for additional information.

D. Application and Submission Information

Key Dates and Times

Date Posted to Grants.gov:	09/24/2018
Application Start Date:	09//24/2018
Application Submission Deadline:	10/26/2018 at 5:00 PM EST
Anticipated Funding Selection Date:	03/01/2019
Anticipated Award Date:	06/01/2019

In general, FEMA will not review applications received after the deadline or consider them for funding. FEMA may, however, extend the application deadline on request for any applicant who can demonstrate that good cause exists to justify extending the deadline. Good cause for an extension may include technical problems outside of the applicant's control that prevent submission of the application by the deadline, or other exigent or emergency circumstances. Applicants experiencing technical issues should notify the FEMA Help Desk as soon as possible. The AFG Help Desk can be reached at 1-866-274-0960 or by e-mail: firegrants@dhs.gov.

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 11/05/2018**Title:** South Main Pedestrian Underpass Project**Responsible Staff:** Bill Belknap

Information

DESCRIPTION: During the recent floodplain study near the intersection of South Main and the Troy Highway, the City Council expressed interest in exploring the construction of a pedestrian underpass of South Main/U.S. 95 using the existing bridge structure in a similar fashion to the underpass that is currently under construction underneath State Highway 8 at the Styner/White intersection. On June 4, 2018, the City Council agreed to jointly fund an assessment of a potential south main underpass with the Moscow Urban Renewal Agency. Alta Science and Engineering has completed the assessment work which included a concept design, modeling analysis, cost estimate, and wetland delineation within the project area. This is the same approach that was utilized with the Styner/White project which was awarded a Transportation Alternatives Program (TAP) grant to fund a large portion of the underpass construction.

The underpass assessment has been completed and it has concluded that the underpass is feasible and would not increase flood elevations within the area. The study concluded that the likely current cost of construction of the underpass including contingency would be approximately \$626,000. Under the TAP program, projects are generally programmed 3-4 year years in advance. When including future cost escalation and design and grant administration costs it is estimated that the future total project cost if awarded could be approximately \$815,000. The Moscow Urban Renewal Agency has agreed in concept to contribute \$150,000 in funding toward the project, which after the maximum TAP award of \$500,000 would leave \$165,000 of required City funding remaining. It is anticipated that if the grant is awarded the City would likely have 3 fiscal years to accumulate the required match funding prior to construction. Staff is seeking direction from the Council regarding if the Council would like to pursue a grant application for the project. This was reviewed and recommended for approval by the Public Works/Finance Committee on October 22, 2018.

STAFF RECOMMENDATION: Approve pursuing a grant for the South Main Pedestrian Underpass Project.

ACTION: Approve pursuing a grant for the South Main Pedestrian Underpass Project.

Necessary Resources/Impacts

Estimated \$165,000 of Grant Match Funding

Attachments

Underpass Study Documents

MEMORANDUM

To: Bill Belknap, City of Moscow, Moscow, ID
From: Jess Dzara, Alta Science & Engineering, Moscow, ID
Susan Firor, Alta Science & Engineering, Moscow, ID
Date: July 2, 2018
Job Code: 18059
Subject: City of Moscow US95 Underpass Feasibility Memo

The City of Moscow is investigating the feasibility of constructing a bike/pedestrian underpass on existing streambanks and within the current concrete bridge for Paradise Creek at the US Highway 95 (US 95) crossing. This underpass would allow pedestrians and bike traffic to cross under US 95 on Paradise Path without needing to cross US 95, disrupting traffic flow on the highway. A similar underpass was designed and is being built in summer 2018 in the concrete bridge for Paradise Creek at the intersection of Highway 8 and White Avenue/Styner Avenue. The success of this project has motivated the City of Moscow to consider additional underpass opportunities to enhance pedestrian movement and safety in Moscow.

Alta Science & Engineering (Alta) was tasked to complete a review of the site hydrology and develop a hydraulic model to ensure project feasibility prior to engineering design. This memorandum summarizes the tasks and analyses completed. Elements necessary for this analysis include existing field survey, hydrologic estimates, and developing and interpreting the hydraulic model.

In order to move forward with this project, it is assumed the proposed condition must have no negative effects on the existing bridge during the 50-year flood event. The modeled proposed condition is a concrete and asphalt path approximately 10 feet wide, with a top finished grade surface 8 feet below the bottom chord of the bridge, located along the left (southwest) side of the bridge. Alta assumed the following project constraints and conditions for this analysis:

- The underpass trail shall be a minimum of 8 feet wide.
- The trail surface shall be a minimum of 8 feet below the low chord of the bridge.
- The trail shall be placed along the south bank of the stream and inside the bridge.
- The project shall cause no new flooding impacts upstream or downstream of the project.
- The project shall meet FEMA requirements for construction in a floodway.

Section 1 Field Survey

Alta completed a topographic and cross-sectional survey in February 2018 as part of the LOMR analysis on Paradise Creek. Existing survey data were used to model and analyze the bridge, associated infrastructure, and Paradise Creek for the existing condition and proposed US 95 underpass. This survey included stream channel cross-sections, a thalweg profile, and infrastructure inventory. The US 95 bridge structure was surveyed, including the concrete wingwalls, road surface elevation, bridge bottom chord elevation, width, and height of the

City of Moscow US95 Underpass Feasibility Memo

structure. All of this information was used in the hydraulic model to assess the hydraulic capacity of the existing structure. A supplemental survey is tentatively planned for the beginning of July 2018 to survey the existing sidewalk, path, and topography for conceptual design.

Section 2 Hydrologic Analysis

The objectives of hydrologic modeling are to determine reasonable estimates of peak flood flows and ensure that the proposed project will meet the requirements set forth by the City of Moscow and Idaho Transportation Department (ITD) for the modified bridge structure. Alta used several methods to estimate peak flows for use in the hydraulic model. The same methods were used in the Highway 8 Paradise Creek underpass design, but this analysis adds four years of flow data.

A real-time U.S. Geological Survey (USGS) gauge, #13346800 (USGS 1979–Current), is located on Paradise Creek in Moscow at the University of Idaho. This gauge has been in operation since 1979 and collects daily streamflow data from which USGS derives annual peak streamflows. These 39 years of peak streamflow data were used in accordance with Bulletin 17b (Interagency Advisory Committee on Water Data 1982) to estimate the 10-, 25-, 50-, and 100-year (Q_{10} , Q_{25} , Q_{50} , and Q_{100}) return interval flood flows at the gauge. See Attachment A for a complete list of recorded peak flows and storm event estimates. Because the site is upstream from the gauge, Alta adjusted these data to the specific project location using the similar watersheds method (Berenbrock 2002) for this region. Table 1 summarizes the peak streamflows calculated using the gauge data.

Peak flows were also estimated using regional regression equations developed by the USGS for Idaho (Berenbrock 2002) using the web-based StreamStats program (USGS, 2009). This analysis resulted in the peak streamflow values shown in Table 1 and complete output is included in Attachment A.

Table 1. Peak Flow Estimates at US Highway 95 Paradise Creek Bridge

Peak Flow Estimates at US Highway 95 Paradise Creek Bridge				
Method	Q_{10}	Q_{25}	Q_{50}	Q_{100}
Gage Data Corrected for Watershed Size (cfs)	489	630	737	846
Regional Regression - StreamStats (cfs)	409	589	743	904
ITD Structure Survey (cfs)	n/a	n/a	890	1100
FEMA Flood Insurance Study (cfs)	540	n/a	890	1070

As shown in Table 1, the peak flow estimates for the 50- and 100-year storm events vary significantly. The ITD structure survey (included in Attachment A) has the highest flow rates of all methods compared (ITD 1978). It is not known what methods and calculations ITD used. The analysis was done over 30 years ago; since then, much more stream gauge data have been collected and can be used to refine the analysis. The FEMA Flood Insurance Study for the City of Moscow has similar 50- and 100-year flow rates to the ITD structure survey (City of Moscow, 2002). Therefore, the maximum 50-yr storm event, 890 cubic feet per second (cfs), and the 100-year FEMA FIS flow of 1070 cfs were chosen as the design flows to provide the

City of Moscow US95 Underpass Feasibility Memo

most conservative model results and to remain consistent with the method used in the Paradise Creek Highway 8 Underpass hydraulic analysis.

Section 3 Hydraulic Analysis

The steady-state hydraulic analyses for the existing and proposed conditions were modeled using HEC-RAS 4.1.0 (USACE 2010). The existing survey data and hydrologic analyses described above were used to develop the base existing condition model to define the current conditions of Paradise Creek and the bridge. The proposed condition was modeled by modifying the cross-sections immediately upstream and downstream of the bridge with the addition of the trail.

The existing conditions for Paradise Creek at the US 95 Highway bridge consist of a fairly deep channel, nearly trapezoidal in shape, with a smaller, low-flow channel at the bottom that conveys the summer baseflow. Channel slopes range from adverse to 1.2% in the project reach. Alta assumed Manning's roughness coefficients (Manning's n) ranging from 0.013 for concrete or asphalt to 0.060 where thick reed canarygrass covers the streambanks.

The hydraulic model was run for the range of peak flows for both the existing and proposed conditions but, for the purpose of this memorandum, the focus is on the 50-year event, which is the required design flood event set forth by ITD; the highest estimated 50-year flood event (ITD and FEMA Flood Insurance Survey) was used to get the most conservative model results.

Section 4 Results

After completion of the full hydraulic analysis for the existing bridge with and without the proposed underpass, Alta concludes the project will result in minimal change in flow characteristics as a result of changes through the structure. This conclusion is based on comparison of the 50-year and 100-year return interval flows in existing and proposed conditions. At Q_{50} , the model indicates the proposed project will increase water surface elevation by a maximum of 0.10 feet, while velocity increases by a maximum of 1.07 feet per second. At Q_{100} , the model shows an increase of 0.10 feet in water surface elevation at the cross section 13 feet upstream of the bridge inlet. This minimal increase is not considered an issue at this phase of the design and will be minimized as the design progresses. Complete HEC-RAS model output is provided in Attachment B.

The proposed path is expected to flood for at least a few days almost every year. Based on 39 years of mean daily discharge records from the USGS gauge, the trail would be inundated for an average of 4.1 days per year (Table 2). This analysis was based upon a project site flow rate of 73 cfs, which correlates to a gauge flow rate of 85 cfs. It is noteworthy that these flooding events mainly occur between January and April when pedestrian and bicycle activity is at its lowest due to inclement weather.

City of Moscow US95 Underpass Feasibility Memo

Table 2. Bike Path Inundation at the Upstream End of US Highway 95 Paradise Creek Bridge

Bike Path Inundation at US Highway 95 Paradise Creek Bridge			
Days with Mean Daily Discharge Above 85 cfs	Minimum (Days/Year)	Maximum (Days/Year)	Average (Days/Year)
Total Days	0	17	4.1
Consecutive Days	0	8	2.1

Section 5 References

Berenbrock, Charles, 2002. Estimating the Magnitude of Peak Flows at Selected Recurrence Intervals for Streams in Idaho, USGS Water-Resources Investigations Report 02-4170.

City of Moscow, 2002. Flood Insurance Study, Revised April 15, 2002. Federal Emergency Management Agency Community Number 160090V000.

Idaho Transportation Department (ITD), 1978. Hydraulic Structure Survey: Paradise Creek Bridge, July 18, 1978.

Interagency Advisory Committee on Water Data, 1982. Guidelines for determining flood flow frequency Bulletin 17B of the Hydrology Subcommittee: U.S. Geological Survey, Office of Water Data Coordination, 183 p.

U.S. Army Corps of Engineers (USACE), 2010. HEC-RAS, River Analysis System. Version 4.1.0

U.S. Geological Survey (USGS), 1979–Current. “USGS 13346800 Paradise Cr at University of Idaho at Moscow ID”
<http://waterdata.usgs.gov/nwis/uv/?site_no=13346800&agency_cd=USGS> accessed June 2018.

USGS, 2009. “StreamStats for Idaho” < <http://water.usgs.gov/osw/streamstats/index.html>>, accessed June 2018.

alta-se.com

220 East Fifth Street, Suite 325
Moscow, Idaho 83843
Ph: (208) 882-7858; Fax: (208) 883-3785

Attachment A

Hydrology

U of I Gage Peak Flows_PeakFQ.txt
USGS

Z13346800			
H13346800	4643551170127001616057SW1706010817.7	17.7	2543.46
N13346800	PARADISE CR AT UNIVERSITY OF IDAHO AT MOSCOW ID		
Y13346800			
313346800	19790226	307	7.96
313346800	19800218	287	7.85
313346800	19810214	290	7.78
313346800	19820220	386	8.88
313346800	19830218	368	8.58
313346800	19840124	429	9.18
313346800	19850318	211	6.61
313346800	19860223	414	9.07
313346800	19870201	392	8.84
313346800	19871210	135	6.09
313346800	19890309	436	9.38
313346800	19900108	534	10.27
313346800	19910115	412	9.00
313346800	19920822	184	6.64
313346800	19930504	260	7.44
313346800	19940517	92.0	5.55
313346800	19950219	332	8.19
313346800	19960209	970	11.26
313346800	19970101	753	10.44
313346800	19971030	186	6.85
313346800	19981228	428	8.89
313346800	20000202	306	8.11
313346800	20010627	130	6.83
313346800	20020223	382	8.62
313346800	20030131	378	8.98
313346800	20040218	258	8.27
313346800	20050118	721	
313346800	20060117	1101	
313346800	20070103	1471	
313346800	20080229	202	8.30
313346800	20090108	273	9.01
313346800	20100105	182	8.07
313346800	20110116	339	9.58
313346800	20120326	398	10.04
313346800	20130930	111	7.15
313346800	20140309	152	8.05
313346800	20150209	181	8.54
313346800	20151207	73	8.59
313346800	20170310	735	10.86

U OF I GAGE PEAK FLOWS_PEAKEFQ_same specs as Uderpass 2014.PRT.txt

1

Program PeakFq	U. S. GEOLOGICAL SURVEY	Seq.002.000
Version 7.2	Annual peak flow frequency analysis	Run Date / Time
3/28/2018		06/14/2018 09:01

--- PROCESSING OPTIONS ---

Plot option	= Graphics device
Basin char output	= None
Print option	= Yes
Debug print	= No
Input peaks listing	= Long
Input peaks format	= WATSTORE peak file

Input files used:

peaks (ascii) - P:\Engineering\City of Moscow US95
Underpass\Hydrology\Gage\PeakFQ\U OF I GAGE PEAK FLOWS_PEAKEFQ.TXT

specifications - P:\Engineering\City of Moscow US95
Underpass\Hydrology\Gage\PeakFQ\PKFQWPSF.TMP

Output file(s):

main - P:\Engineering\City of Moscow US95
Underpass\Hydrology\Gage\PeakFQ\U OF I GAGE PEAK FLOWS_PEAKEFQ.PRT

*** User responsible for assessment and interpretation of the following analysis

1

Program PeakFq	U. S. GEOLOGICAL SURVEY	Seq.001.001
Version 7.2	Annual peak flow frequency analysis	Run Date / Time
3/28/2018		06/14/2018 09:01

Station - 13346800 PARADISE CR AT UNIVERSITY OF IDAHO AT MOSCOW ID

TABLE 1 - INPUT DATA SUMMARY

Number of peaks in record	=	39
Peaks not used in analysis	=	0
Gaged peaks in analysis	=	39
Historic peaks in analysis	=	0
Beginning Year	=	1979
Ending Year	=	2017

U OF I GAGE PEAK FLOWS_PEAKEFQ_same specs as Uderpass 2014.PRT.txt

Historical Period Length	=	39
Skew option	=	WEIGHTED
Regional skew	=	-0.293
Standard error	=	0.550
Mean Square error	=	0.303
Gage base discharge	=	0.0
User supplied high outlier threshold	=	--
User supplied PILF (LO) criterion	=	--
Plotting position parameter	=	0.00
Type of analysis		BULL.17B
PILF (LO) Test Method		GBT
Perceptible Ranges	=	Not Applicable
Interval Data	=	Not Applicable

TABLE 2 - DIAGNOSTIC MESSAGE AND PILF RESULTS

WCF134I-NO SYSTEMATIC PEAKS WERE BELOW GAGE BASE.	0.0
WCF195I-NO LOW OUTLIERS WERE DETECTED BELOW CRITERION.	49.9
WCF163I-NO HIGH OUTLIERS OR HISTORIC PEAKS EXCEEDED HHBASE.	1383.0
**WCF164W-HISTORIC PERIOD IGNORED.	39.0
WCF002J-CALCS COMPLETED. RETURN CODE = 2	

Kendall's Tau Parameters

	TAU	P-VALUE	MEDIAN SLOPE	No. of PEAKS
GAGED PEAKS	-0.217	0.053	-4.000	39

1

Program PeakFq	U. S. GEOLOGICAL SURVEY	Seq.001.002
Version 7.2	Annual peak flow frequency analysis	Run Date / Time
3/28/2018		06/14/2018 09:01

Station - 13346800 PARADISE CR AT UNIVERSITY OF IDAHO AT MOSCOW ID

TABLE 3 - ANNUAL FREQUENCY CURVE PARAMETERS -- LOG-PEARSON TYPE III

FLOOD BASE	LOGARITHMIC
-----	-----

U OF I GAGE PEAK FLOWS_PEAKEFQ_same specs as Underpass 2014.PRT.txt

	EXCEEDANCE		STANDARD		
	DISCHARGE	PROBABILITY	MEAN	DEVIATION	SKEW
SYSTEMATIC RECORD	0.0	1.0000	2.4193	0.2701	-0.249
BULL.17B ESTIMATE	0.0	1.0000	2.4193	0.2701	-0.263

BULL.17B ESTIMATE OF MSE OF AT-SITE SKEW 0.1488

TABLE 4 - ANNUAL FREQUENCY CURVE -- DISCHARGES AT SELECTED EXCEEDANCE PROBABILITIES

ANNUAL		<-- FOR BULLETIN 17B ESTIMATES -->			
EXCEEDANCE	BULL.17B	SYSTEMATIC	LOG VARIANCE	CONFIDENCE INTERVALS	
PROBABILITY	ESTIMATE	RECORD	OF EST.	5% LOWER	95% UPPER
0.9950	45.4	45.8	----	29.0	62.3
0.9900	54.8	55.2	----	36.5	73.4
0.9500	90.3	90.5	----	66.4	113.4
0.9000	116.5	116.6	----	89.8	142.4
0.8000	157.1	157.0	----	126.8	187.3
0.6667	205.5	205.3	----	171.2	242.3
0.5000	269.8	269.4	----	228.6	319.2
0.4292	301.1	300.7	----	255.6	358.4
0.2000	446.1	445.9	----	373.7	553.6
0.1000	571.4	572.1	----	469.2	737.1
0.0400	735.9	738.4	----	588.4	993.2
0.0200	861.4	865.8	----	676.1	1198.0
0.0100	988.6	995.3	----	762.6	1413.0
0.0050	1118.	1127.	----	848.6	1638.0
0.0020	1292.	1306.	----	961.8	1951.0

1

Program PeakFq
Version 7.2
3/28/2018

U. S. GEOLOGICAL SURVEY
Annual peak flow frequency analysis

Seq.001.003
Run Date / Time
06/14/2018 09:01

Station - 13346800 PARADISE CR AT UNIVERSITY OF IDAHO AT MOSCOW ID

TABLE 5 - INPUT DATA LISTING

WATER	PEAK	PEAKEFQ	
YEAR	VALUE	CODES	REMARKS
1979	307.0		

U OF I GAGE PEAK FLOWS_PEAKFQ_same specs as Uderpass 2014.PRT.txt

1980	287.0
1981	290.0
1982	386.0
1983	368.0
1984	429.0
1985	211.0
1986	414.0
1987	392.0
1988	135.0
1989	436.0
1990	534.0
1991	412.0
1992	184.0
1993	260.0
1994	92.0
1995	332.0
1996	970.0
1997	753.0
1998	186.0
1999	428.0
2000	306.0
2001	130.0
2002	382.0
2003	378.0
2004	258.0
2005	72.0
2006	110.0
2007	147.0
2008	202.0
2009	273.0
2010	182.0
2011	339.0
2012	398.0
2013	111.0
2014	152.0
2015	181.0
2016	73.0
2017	735.0

Explanation of peak discharge qualification codes

PeakFQ CODE	NWIS CODE	DEFINITION
D	3	Dam failure, non-recurrent flow anomaly
G	8	Discharge greater than stated value
X	3+8	Both of the above

U OF I GAGE PEAK FLOWS_PEAKEFQ_same specs as Uderpass 2014.PRT.txt

L 4 Discharge less than stated value

K 6 OR C Known effect of regulation or urbanization

H 7 Historic peak

- Minus-flagged discharge -- Not used in computation
-8888.0 -- No discharge value given
- Minus-flagged water year -- Historic peak used in computation

1

Program PeakFq
Version 7.2
3/28/2018

U. S. GEOLOGICAL SURVEY
Annual peak flow frequency analysis

Seq.001.004
Run Date / Time
06/14/2018 09:01

Station - 13346800 PARADISE CR AT UNIVERSITY OF IDAHO AT MOSCOW ID

TABLE 6 - EMPIRICAL FREQUENCY CURVES -- WEIBULL PLOTTING POSITIONS

WATER YEAR	RANKED DISCHARGE	SYSTEMATIC RECORD	B17B ESTIMATE
1996	970.0	0.0250	0.0250
1997	753.0	0.0500	0.0500
2017	735.0	0.0750	0.0750
1990	534.0	0.1000	0.1000
1989	436.0	0.1250	0.1250
1984	429.0	0.1500	0.1500
1999	428.0	0.1750	0.1750
1986	414.0	0.2000	0.2000
1991	412.0	0.2250	0.2250
2012	398.0	0.2500	0.2500
1987	392.0	0.2750	0.2750
1982	386.0	0.3000	0.3000
2002	382.0	0.3250	0.3250
2003	378.0	0.3500	0.3500
1983	368.0	0.3750	0.3750
2011	339.0	0.4000	0.4000
1995	332.0	0.4250	0.4250
1979	307.0	0.4500	0.4500
2000	306.0	0.4750	0.4750
1981	290.0	0.5000	0.5000
1980	287.0	0.5250	0.5250
2009	273.0	0.5500	0.5500
1993	260.0	0.5750	0.5750
2004	258.0	0.6000	0.6000

U OF I GAGE PEAK FLOWS_PEAKEFQ_same specs as Uderpass 2014.PRT.txt

1985	211.0	0.6250	0.6250
2008	202.0	0.6500	0.6500
1998	186.0	0.6750	0.6750
1992	184.0	0.7000	0.7000
2010	182.0	0.7250	0.7250
2015	181.0	0.7500	0.7500
2014	152.0	0.7750	0.7750
2007	147.0	0.8000	0.8000
1988	135.0	0.8250	0.8250
2001	130.0	0.8500	0.8500
2013	111.0	0.8750	0.8750
2006	110.0	0.9000	0.9000
1994	92.0	0.9250	0.9250
2016	73.0	0.9500	0.9500
2005	72.0	0.9750	0.9750

1

End PeakFQ analysis.

Stations processed :	1
Number of errors :	0
Stations skipped :	0
Station years :	39

Data records may have been ignored for the stations listed below.

(Card type must be Y, Z, N, H, I, 2, 3, 4, or *.)

(2, 4, and * records are ignored.)

For the station below, the following records were ignored:

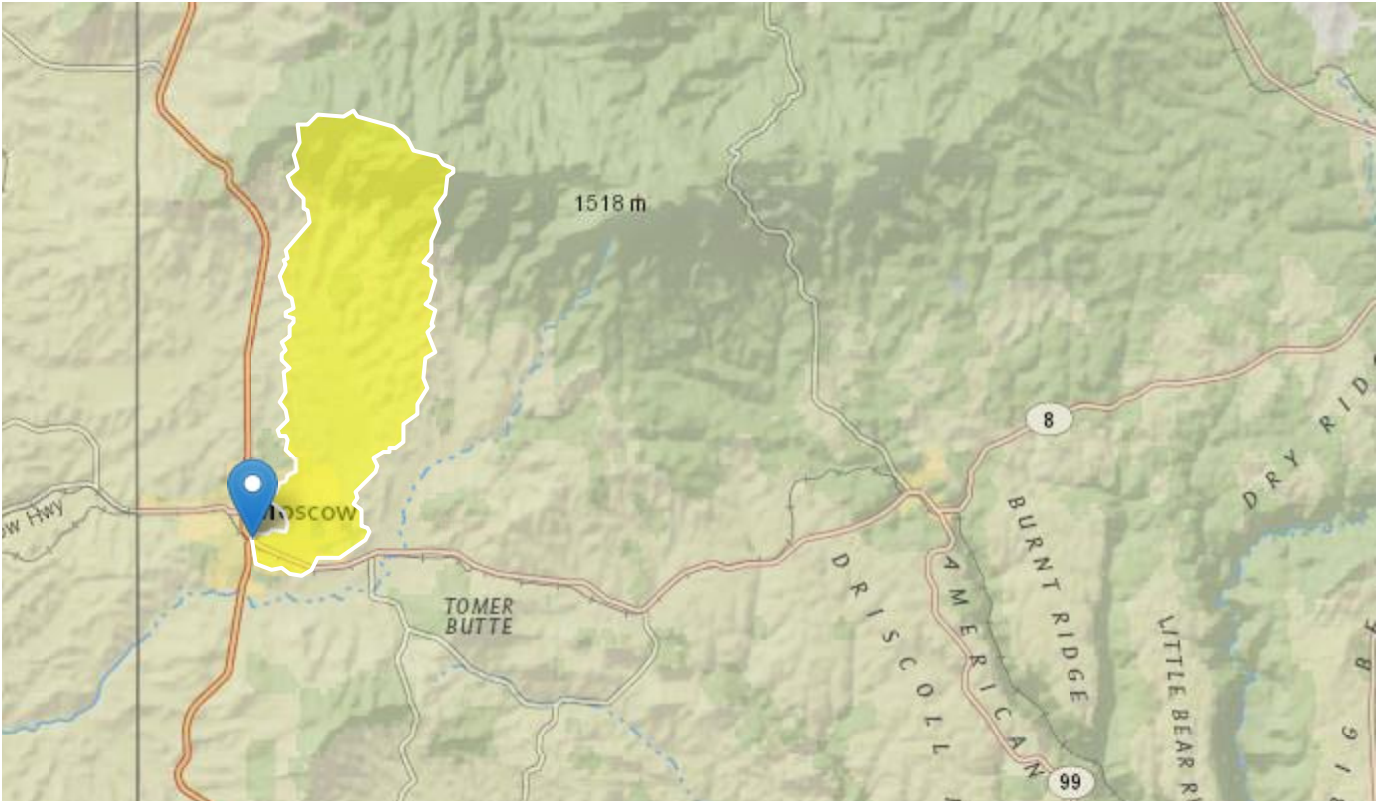
FINISHED PROCESSING STATION: 13346800 USGS PARADISE CR AT UNIVERSITY OF

For the station below, the following records were ignored:

FINISHED PROCESSING STATION:

Hwy 95 Underpass StreamStats Report with Basin Characteristics

Region ID: ID
Workspace ID: ID20180613184445174000
Clicked Point (Latitude, Longitude): 46.72593, -117.00027
Time: 2018-06-13 11:45:01 -0700



Basin Characteristics

Parameter Code	Parameter Description	Value	Unit
DRNAREA	Area that drains to a point on a stream	14.68	square miles
AG_OF_DA	Agricultural Land in Percentage of Drainage Area (Idaho Logistic Regression Equations SIR 2006-5035	68.9	percent
BSLDEM10M	Mean basin slope computed from 10 m DEM	15	percent
BSLDEM30M	Mean basin slope computed from 30 m DEM	13.6	percent

Parameter Code	Parameter Description	Value	Unit
DV_OF_DA	Developed Land in Percentage of Drainage Area (Idaho Logistic Regression Equations SIR 2006-5035	11.6	percent
ELEV	Mean Basin Elevation	2890	feet
ELEVMAX	Maximum basin elevation	4350	feet
FOREST	Percentage of area covered by forest	15	percent
MINBELEV	Minimum basin elevation	2560	feet
RELIEF	Maximum - minimum elevation	1800	feet

Peak-Flow Statistics Parameters [Peak Flow Region 3 2016 5083]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	14.68	square miles	2.13	2500

Peak-Flow Statistics Flow Report [Peak Flow Region 3 2016 5083]

PII: Prediction Interval-Lower, Plu: Prediction Interval-Upper, SEp: Standard Error of Prediction, SE: Standard Error (other -- see report)

Statistic	Value	Unit	PII	Plu	SEp
1.25 Year Peak Flood	73.4	ft ³ /s	13.9	388	114
1.5 Year Peak Flood	102	ft ³ /s	21.7	481	103
2 Year Peak Flood	146	ft ³ /s	35.6	599	91.2
2 33 Year Peak Flood	169	ft ³ /s	43.3	658	86.7
5 Year Peak Flood	287	ft ³ /s	90.2	913	70.4
10 Year Peak Flood	409	ft ³ /s	148	1130	60.4
25 Year Peak Flood	589	ft ³ /s	251	1380	48.8
50 Year Peak Flood	743	ft ³ /s	355	1550	41.5
100 Year Peak Flood	904	ft ³ /s	482	1700	34.5
200 Year Peak Flood	1080	ft ³ /s	624	1880	29.1
500 Year Peak Flood	1330	ft ³ /s	853	2080	22.8

Peak-Flow Statistics Citations

Wood, M.S., Fosness, R.L., Skinner, K.D., and Veilleux, A.G., 2016, Estimating peak-flow frequency statistics for selected gaged and ungaged sites in naturally flowing streams and rivers in Idaho: U.S. Geological Survey Scientific Investigations Report 2016–5083, 56 p. (<http://dx.doi.org/10.3133/sir20165083>)

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Application Version: 4.2.1

HYDRAULIC STRUCTURES SURVEY



1.E.a

 BRIDGE ☒
 CULVERT ☐

 PROJECT NO. BRM-7744(1) STATION 30+62 DATE OF SURVEY July 18, 1978
 PROJECT TITLE Paradise Creek Bridge LOCAL NAME _____
 LOCATION South-East portion of Moscow COUNTY Latah
 ROADWAY IDENTIFICATION S.H. 8 CROSSING Paradise ☒ CREEK A TRIBUTARY OF Palouse River
☐ RIVER

HYDROLOGIC DATA

 FOR: UNOBSTRUCTED STREAM (PREFERRED) _____ EXISTING STRUCTURE ☒ ANTICIPATED STRUCTURE _____
 Q_{MIN} - 0 - CFS; V - 0 - FPS; ELEV 2569.2 FT; SOURCE "A flood analysis of
 *Q₅₀ 890 CFS; V 3.68 FPS; ELEV 2578.4 FT; SOURCE Paradise Creek, an
 Q₁₀₀ 1,100 CFS; V 4.55 FPS; ELEV 2579.5 FT; SOURCE ungaged stream near
 Q 680⁺ CFS; V 3.04 FPS; ELEV 2578.0⁺ FT; DATE 1/29/65 Moscow, Idaho", by
 MAX RECORDED _____
 +estimate by Abbott, 1968
 CHARACTER OF WATERSHED 19% Forest, 81% Palouse Prairie DRAINAGE AREA 14.5 ☐ ACRES
☒ SQ MI
 *(IF 500 CFS OR GREATER, A HYDRAULIC REPORT SHOULD ACCOMPANY THIS FORM)

HYDRAULIC DATA

 NATURAL STREAM OR CANAL Natural stream (with rechanneled MONTHS DRY, IF ANY Summer (some year
sections)
 IS STREAM CUTTING OR FILLING filling STREAMBED ELEV 2569.2 E
 DOES STREAM CARRY AN APPRECIABLE AMOUNT OF ICE No ICE THICKNESS --- IN
 DOES STREAM CARRY AN APPRECIABLE AMOUNT OF DRIFTWOOD No
 CHARACTER OF STREAMBED MATERIAL silty-sand
 IS FLOW CONTROLLED No IF SO, DESCRIBE MANNER AND DEGREE OF CONTROL: ---

 AVERAGE GRADIENT OF EXISTING CHANNEL TO BE ALTERED 3.22 FEET PER THOUSAND FEET. DESCRIBE THE
 SECTION OF THE STREAM TO BE ALTERED BY REFERENCE TO A SECTION CORNER, OR OTHER PERMANENT REFERENCE.

PRESENT STRUCTURE

 DESCRIPTION (BRIDGE, CULVERT SIZE, LENGTH, ETC) Bridge; 34.5' span, 29.8' wide, 30° skew
 CONDITION Insufficient width for traffic volumes
 BRIDGE: NUMBER AND TYPE OF PIERS None EFFECTIVE WATERWAY AREA 224 sq. ft.
 SPREAD FOOTING OR PILES Piles CLEARANCE ABOVE DESIGN HIGH WATER ---
 CULVERT: HAS EXISTING CULVERT CARRIED FLOW ADEQUATELY ---
 REMARKS: Photographs of flood indicate that the existing effective waterway area should
be retained if not increased.

TYPE RECOMMENDED Bridge, single spanBRIDGE: NUMBER AND LENGTH OF SPANS one, 34.5' span, (minimum) SKEW 30°CLEARANCE ABOVE DESIGN HIGH WATER -0.0- WATERWAY AREA 224.0 min. F.NUMBER OF PIERS -0- TYPE OF PIERS --- FLOW ANGLE TO PIERS ---CHARACTER OF FOUNDATION MATERIAL blue clay*

*(From File No. 604, Drawing No. 2724, Proj. No. 190-A, 193)

CULVERT: TYPE --- DIMENSIONS --- TYPE INLET ---INLET ELEV --- OUTLET ELEV --- AVAILABLE HEADWATER --- FTCULVERT FLOWING UNDER ☐ INLET CONTROL ☐ OUTLET CONTROL TAILWATER DEPTH --- FTWILL ALL FLOOD WATER PASS THROUGH THE PROPOSED STRUCTURE Yes IF NOT, ATTACH PROVISIONS FOR OVERFLOWMINIMUM ACCEPTABLE BALLAST AT SHOULDER --- IS PAINTING OF CONCRETE RECOMMENDED ---RECOMMENDED FILL SLOPE: UNDER STRUCTURE 2:1 max. AT WINGS 2:1 max.IS RIPRAP REQUIRED Outlet channel IF SO, ATTACH RECOMMENDED SECTION, LIMITS, SIZE, TOE EMBEDMENT)IS CANAL LINING REQUIRED --- (IF SO, ATTACH TYPICAL SECTION OF LINING AND LIMITS)WILL STRUCTURE REQUIRE CANAL COMPANY APPROVAL --- COMPANY NAME ---

IN ADDITION TO THE ABOVE INFORMATION, SUBMIT AND CHECK EACH OF THE FOLLOWING:

- ☒ A TYPICAL PROPOSED ROADWAY SECTION AT THE STRUCTURE
- ☒ A 22"x36" CONTOUR MAP OF A (BRIDGE)(CULVERT) SITE; ~~A CANAL USED FOR NAVIGATION, OR THE EFFECTS OF A DIVERSION STRUCTURE;~~ SHOWING 1-FOOT CONTOURS. IF THE STRUCTURE CROSSES A NATURAL STREAM, SHOW ON THE MAP THE NAMES AND ADDRESSES OF PROPERTY OWNERS WHO ADJOIN THE WATERWAY
- ☒ A CENTERLINE PROFILE TO THE SAME SCALE AS THE CONTOUR MAP
- ☒ IF THE STRUCTURE PROFILE CROSSES A NATURAL STREAM, A REPRODUCIBLE OF AN AREA MAP, SUCH AS A COUNTY MAP, WITH THE LOCATION OF THE STRUCTURE CLEARLY INDICATED
- ☒ A STREAMBED PROFILE 1000 FEET ABOVE AND BELOW THE STRUCTURE (OR WATERLINE PROFILE)
- ☐ IF PRACTICAL, PHOTOGRAPHS OF EXISTING STRUCTURE AND CHANNEL UPSTREAM & DOWNSTREAM FROM SITE

A LEGAL DESCRIPTION OF THE LOCATION

LOCATED IN THE NE 1/4, SW 1/4 (1/16 SECTION OR LOT NO.)
 OF SECTION 17, TOWNSHIP 39N, RANGE 5 W, B.M.
 IN Latah COUNTY.

APPROVALS

NOTES BY Lane Fortin

CONSULTANT'S

SIGNATURE AND SEAL

NOTES AND RECOMMENDATIONS APPROVED BY

DISTRICT DESIGN ENGINEER

HYDRAULICS-RELATED DATA APPROVED BY

WATER RESOURCE ENGINEER

APPROVED

ROADWAY DESIGN SUPERVISOR

DISTRIBUTION: CONSULTANT - SIGNED ORIGINAL TO DISTRICT DESIGN ENGINEER
 DISTRICT - SIGNED ORIGINAL TO WATER RESOURCE ENGINEER (NO ADDITIONAL CO

alta-se.com

220 East Fifth Street, Suite 325
Moscow, Idaho 83843
Ph: (208) 882-7858; Fax: (208) 883-3785

Attachment B

Hydraulics

50-yr Flow Event Hydraulic Model Outputs

Reach	River Sta	Profile	Plan	Q Total (cfs)	Min Ch El (ft)	W.S. Elev (ft)	W.S. Elev Diff (ft)	Vel Chnl (ft/s)	Vel Chnl Diff (ft/s)	Flow Area (sq ft)	Top Width (ft)
PARADISECR	4099.7	FIS 50-yr	Existing	890	2570.39	2580.04		4.77		189.7	34
PARADISECR	4099.7	FIS 50-yr	Design	890	2570.39	2580.04	0.00	4.77	0.00	189.7	34
PARADISECR	4074	FIS 50-yr	Existing	890	2571.35	2579.98		4.82		186.2	39
PARADISECR	4074	FIS 50-yr	Design	890	2571.35	2579.98	0.00	4.82	0.00	186.2	39
PARADISECR	4026.7	FIS 50-yr	Existing	890	2571.02	2579.77		5.15		175.0	38
PARADISECR	4026.7	FIS 50-yr	Design	890	2571.02	2579.77	0.00	5.15	0.00	175.0	38
PARADISECR	3774.6	FIS 50-yr	Existing	890	2569.77	2579.10		4.56		200.4	42
PARADISECR	3774.6	FIS 50-yr	Design	890	2569.77	2579.10	0.00	4.56	0.00	200.4	42
PARADISECR	3588	FIS 50-yr	Existing	890	2569.20	2578.54		4.55		199.4	69
PARADISECR	3588	FIS 50-yr	Design	890	2569.20	2578.54	0.00	4.55	0.00	199.4	69
PARADISECR	3475.6	FIS 50-yr	Existing	890	2570.13	2578.03		5.12		175.0	40
PARADISECR	3475.6	FIS 50-yr	Design	890	2570.13	2578.03	0.00	5.12	0.00	175.0	40
PARADISECR	3368.5	FIS 50-yr	Existing	890	2569.34	2577.80		4.49		206.5	49
PARADISECR	3368.5	FIS 50-yr	Design	890	2569.34	2577.80	0.00	4.49	0.00	206.5	49
PARADISECR	3230.7	FIS 50-yr	Existing	890	2569.24	2577.25		5.30		170.3	48
PARADISECR	3230.7	FIS 50-yr	Design	890	2569.24	2577.25	0.00	5.30	0.00	170.3	48
PARADISECR	3147	FIS 50-yr	Existing	890	2571.97	2577.34		2.89		331.3	122
PARADISECR	3147	FIS 50-yr	Design	890	2571.97	2577.34	0.00	2.89	0.00	331.3	122
PARADISECR	3132.4	FIS 50-yr	Existing	890	2570.41	2577.13		4.40		227.4	106
PARADISECR	3132.4	FIS 50-yr	Design	890	2570.41	2577.13	0.00	4.40	0.00	227.5	106
PARADISECR	2954.9	FIS 50-yr	Existing	890	2566.39	2576.74		3.99		275.0	114
PARADISECR	2954.9	FIS 50-yr	Design	890	2566.39	2576.74	0.00	3.99	0.00	275.1	114
PARADISECR	2649.9	FIS 50-yr	Existing	890	2567.77	2576.28		3.11		413.1	244
PARADISECR	2649.9	FIS 50-yr	Design	890	2567.77	2576.28	0.00	3.11	0.00	413.4	244
PARADISECR	2375.9	FIS 50-yr	Existing	890	2565.97	2575.87		3.20		287.6	82
PARADISECR	2375.9	FIS 50-yr	Design	890	2565.97	2575.87	0.00	3.20	0.00	287.7	82
PARADISECR	2293.5	FIS 50-yr	Existing	890	2566.76	2575.58		4.30		206.9	51
PARADISECR	2293.5	FIS 50-yr	Design	890	2566.76	2575.58	0.00	4.30	0.00	207.0	51
PARADISECR	2140.8	FIS 50-yr	Existing	890	2566.79	2575.07		4.63		203.4	100
PARADISECR	2140.8	FIS 50-yr	Design	890	2566.79	2575.07	0.00	4.62	-0.01	203.7	100
PARADISECR	1977.7	FIS 50-yr	Existing	890	2566.44	2573.66		8.01		117.1	26
PARADISECR	1977.7	FIS 50-yr	Design	890	2566.44	2573.67	0.01	7.99	-0.02	117.4	26
PARADISECR	1723.3	FIS 50-yr	Existing	890	2564.70	2572.96		5.68		174.0	56
PARADISECR	1723.3	FIS 50-yr	Design	890	2564.70	2572.98	0.02	5.63	-0.05	175.6	56
PARADISECR	1453.9	FIS 50-yr	Existing	890	2563.95	2571.78		6.47		138.5	31
PARADISECR	1453.9	FIS 50-yr	Design	890	2563.95	2571.84	0.06	6.38	-0.09	140.6	31
PARADISECR	1413.65*	FIS 50-yr	Existing	890	2564.05	2571.75		5.44		164.0	40
PARADISECR	1413.65*	FIS 50-yr	Design	890	2564.05	2571.83	0.08	5.35	-0.09	166.9	40
PARADISECR	1373.4	FIS 50-yr	Existing	890	2564.15	2571.23		6.85		129.9	44
PARADISECR	1373.4	FIS 50-yr	Design	890	2564.15	2571.33	0.10	6.71	-0.14	132.7	45
PARADISECR	1360.4	FIS 50-yr	Existing	890	2564.04	2571.41		4.47		199.1	27
PARADISECR	1360.4	FIS 50-yr	Design	890	2564.04	2571.40	-0.01	5.54	1.07	160.6	27
PARADISECR	1313		Bridge								
PARADISECR	1266.4	FIS 50-yr	Existing	890	2562.91	2571.36		3.90		228.2	27
PARADISECR	1266.4	FIS 50-yr	Design	890	2562.91	2571.24	-0.12	4.73	0.83	188.0	27
PARADISECR	1246	FIS 50-yr	Existing	890	2562.66	2570.73		7.10		125.4	44
PARADISECR	1246	FIS 50-yr	Design	890	2562.66	2570.73	0.00	7.10	0.00	125.4	44
PARADISECR	1191.6	FIS 50-yr	Existing	890	2563.17	2569.61		9.05		99.0	30
PARADISECR	1191.6	FIS 50-yr	Design	890	2563.17	2569.61	0.00	9.05	0.00	99.0	30
PARADISECR	1111.1	FIS 50-yr	Existing	890	2564.17	2569.76		5.77		176.1	49
PARADISECR	1111.1	FIS 50-yr	Design	890	2564.17	2569.76	0.00	5.77	0.00	176.1	49
PARADISECR	1064.45*	FIS 50-yr	Existing	890	2563.05	2570.00		2.34		390.1	81
PARADISECR	1064.45*	FIS 50-yr	Design	890	2563.05	2570.00	0.00	2.34	0.00	390.1	81
PARADISECR	1017.8	FIS 50-yr	Existing	890	2561.92	2569.87		3.25		273.7	119
PARADISECR	1017.8	FIS 50-yr	Design	890	2561.92	2569.87	0.00	3.25	0.00	273.7	119
PARADISECR	972		Bridge								
PARADISECR	906.3	FIS 50-yr	Existing	890	2563.22	2568.52		7.72		115.3	36
PARADISECR	906.3	FIS 50-yr	Design	890	2563.22	2568.52	0.00	7.72	0.00	115.3	36
PARADISECR	817.4	FIS 50-yr	Existing	890	2560.97	2568.48		3.88		239.7	92
PARADISECR	817.4	FIS 50-yr	Design	890	2560.97	2568.48	0.00	3.88	0.00	239.7	92
PARADISECR	607.4	FIS 50-yr	Existing	890	2560.50	2568.31		2.56		362.2	109
PARADISECR	607.4	FIS 50-yr	Design	890	2560.50	2568.31	0.00	2.56	0.00	362.2	109

100-yr Flow Event Hydraulic Model Outputs

Reach	River Sta	Profile	Plan	Q Total (cfs)	Min Ch El (ft)	W.S. Elev (ft)	W.S. Elev Diff (ft)	Vel Chnl (ft/s)	Vel Chnl Diff (ft/s)	Flow Area (sq ft)	Top Width (ft)
PARADISECR	4099.7	FIS 100-yr	Existing	1070	2570.39	2580.58		5.25		208.2	35
PARADISECR	4099.7	FIS 100-yr	Design	1070	2570.39	2580.58	0.00	5.25	0.00	208.2	35
PARADISECR	4074	FIS 100-yr	Existing	1070	2571.35	2580.52		5.22		207.8	41
PARADISECR	4074	FIS 100-yr	Design	1070	2571.35	2580.52	0.00	5.22	0.00	207.8	41
PARADISECR	4026.7	FIS 100-yr	Existing	1070	2571.02	2580.30		5.57		195.5	40
PARADISECR	4026.7	FIS 100-yr	Design	1070	2571.02	2580.30	0.00	5.57	0.00	195.5	40
PARADISECR	3774.6	FIS 100-yr	Existing	1070	2569.77	2579.58		5.00		221.6	47
PARADISECR	3774.6	FIS 100-yr	Design	1070	2569.77	2579.58	0.00	5.00	0.00	221.6	47
PARADISECR	3588	FIS 100-yr	Existing	1070	2569.20	2579.06		4.68		240.0	97
PARADISECR	3588	FIS 100-yr	Design	1070	2569.20	2579.06	0.00	4.68	0.00	240.0	97
PARADISECR	3475.6	FIS 100-yr	Existing	1070	2570.13	2578.49		5.59		193.8	42
PARADISECR	3475.6	FIS 100-yr	Design	1070	2570.13	2578.49	0.00	5.59	0.00	193.8	42
PARADISECR	3368.5	FIS 100-yr	Existing	1070	2569.34	2578.25		4.90		229.1	50
PARADISECR	3368.5	FIS 100-yr	Design	1070	2569.34	2578.25	0.00	4.90	0.00	229.1	50
PARADISECR	3230.7	FIS 100-yr	Existing	1070	2569.24	2577.62		5.84		193.4	72
PARADISECR	3230.7	FIS 100-yr	Design	1070	2569.24	2577.62	0.00	5.84	0.00	193.4	72
PARADISECR	3147	FIS 100-yr	Existing	1070	2571.97	2577.74		3.09		383.5	137
PARADISECR	3147	FIS 100-yr	Design	1070	2571.97	2577.74	0.00	3.09	0.00	383.6	137
PARADISECR	3132.4	FIS 100-yr	Existing	1070	2570.41	2577.52		4.69		273.5	125
PARADISECR	3132.4	FIS 100-yr	Design	1070	2570.41	2577.52	0.00	4.69	0.00	273.5	125
PARADISECR	2954.9	FIS 100-yr	Existing	1070	2566.39	2577.14		4.17		323.3	126
PARADISECR	2954.9	FIS 100-yr	Design	1070	2566.39	2577.14	0.00	4.17	0.00	323.4	126
PARADISECR	2649.9	FIS 100-yr	Existing	1070	2567.77	2576.82		2.77		546.3	249
PARADISECR	2649.9	FIS 100-yr	Design	1070	2567.77	2576.82	0.00	2.77	0.00	546.6	249
PARADISECR	2375.9	FIS 100-yr	Existing	1070	2565.97	2576.43		3.40		337.2	97
PARADISECR	2375.9	FIS 100-yr	Design	1070	2565.97	2576.43	0.00	3.40	0.00	337.4	97
PARADISECR	2293.5	FIS 100-yr	Existing	1070	2566.76	2576.12		4.52		246.5	94
PARADISECR	2293.5	FIS 100-yr	Design	1070	2566.76	2576.13	0.01	4.52	0.00	246.7	94
PARADISECR	2140.8	FIS 100-yr	Existing	1070	2566.79	2575.73		4.56		278.2	128
PARADISECR	2140.8	FIS 100-yr	Design	1070	2566.79	2575.73	0.00	4.56	0.00	278.7	128
PARADISECR	1977.7	FIS 100-yr	Existing	1070	2566.44	2574.20		8.62		131.6	28
PARADISECR	1977.7	FIS 100-yr	Design	1070	2566.44	2574.21	0.01	8.60	-0.02	132.0	28
PARADISECR	1723.3	FIS 100-yr	Existing	1070	2564.70	2573.64		5.46		215.7	65
PARADISECR	1723.3	FIS 100-yr	Design	1070	2564.70	2573.67	0.03	5.41	-0.05	217.5	65
PARADISECR	1453.9	FIS 100-yr	Existing	1070	2563.95	2572.40		6.82		160.4	41
PARADISECR	1453.9	FIS 100-yr	Design	1070	2563.95	2572.48	0.08	6.73	-0.09	163.4	42
PARADISECR	1413.65*	FIS 100-yr	Existing	1070	2564.05	2572.42		5.64		191.4	44
PARADISECR	1413.65*	FIS 100-yr	Design	1070	2564.05	2572.49	0.07	5.55	-0.09	194.7	44
PARADISECR	1373.4	FIS 100-yr	Existing	1070	2564.15	2571.80		7.36		145.4	48
PARADISECR	1373.4	FIS 100-yr	Design	1070	2564.15	2571.90	0.10	7.22	-0.14	148.1	48
PARADISECR	1360.4	FIS 100-yr	Existing	1070	2564.04	2572.00		4.98		215.0	27
PARADISECR	1360.4	FIS 100-yr	Design	1070	2564.04	2571.98	-0.02	6.07	1.09	176.2	27
PARADISECR	1313			Bridge							
PARADISECR	1266.4	FIS 100-yr	Existing	1070	2562.91	2571.94		4.39		243.9	27
PARADISECR	1266.4	FIS 100-yr	Design	1070	2562.91	2571.80	-0.14	5.27	0.88	203.1	27
PARADISECR	1246	FIS 100-yr	Existing	1070	2562.66	2571.19		7.81		137.2	46
PARADISECR	1246	FIS 100-yr	Design	1070	2562.66	2571.19	0.00	7.81	0.00	137.2	46
PARADISECR	1191.6	FIS 100-yr	Existing	1070	2563.17	2570.10		9.54		114.3	33
PARADISECR	1191.6	FIS 100-yr	Design	1070	2563.17	2570.10	0.00	9.54	0.00	114.3	33
PARADISECR	1111.1	FIS 100-yr	Existing	1070	2564.17	2570.34		6.07		204.9	52
PARADISECR	1111.1	FIS 100-yr	Design	1070	2564.17	2570.34	0.00	6.07	0.00	204.9	52
PARADISECR	1064.45*	FIS 100-yr	Existing	1070	2563.05	2570.60		2.51		439.1	84
PARADISECR	1064.45*	FIS 100-yr	Design	1070	2563.05	2570.60	0.00	2.51	0.00	439.1	84
PARADISECR	1017.8	FIS 100-yr	Existing	1070	2561.92	2570.43		3.63		295.0	120
PARADISECR	1017.8	FIS 100-yr	Design	1070	2561.92	2570.43	0.00	3.63	0.00	295.0	120
PARADISECR	972			Bridge							
PARADISECR	906.3	FIS 100-yr	Existing	1070	2563.22	2569.00		8.11		132.0	38
PARADISECR	906.3	FIS 100-yr	Design	1070	2563.22	2569.00	0.00	8.11	0.00	132.0	38
PARADISECR	817.4	FIS 100-yr	Existing	1070	2560.97	2569.07		3.82		295.0	96
PARADISECR	817.4	FIS 100-yr	Design	1070	2560.97	2569.07	0.00	3.82	0.00	295.0	96
PARADISECR	607.4	FIS 100-yr	Existing	1070	2560.50	2568.92		2.61		429.7	113
PARADISECR	607.4	FIS 100-yr	Design	1070	2560.50	2568.92	0.00	2.61	0.00	429.7	113

MEMORANDUM

To: Bill Belknap, City of Moscow
From: Tom Jenkins, Alta
Susan Firor, Alta
Date: July 16, 2018
Job Code: 18059
Subject: Wetland Investigation – City of Moscow US-95 Path Underpass

Section 1 Introduction

The City of Moscow is investigating the feasibility of constructing a bike/pedestrian underpass on existing streambanks and within the current concrete bridge for Paradise Creek at the US Highway 95 (US 95) crossing. In consideration of potential underpass construction, Alta has been tasked to perform a wetland investigation/delineation. The approximate project footprint is located in Moscow, Idaho, to the east and west of the bridge on US 95, and between Sweet Avenue and the existing Paradise Path to the south and Highway 8 to the northeast. Figure 1 shows the spatial extent of this wetland investigation.

The National Wetlands Inventory (USFWS 2018) indicates the potential for riverine wetlands to occur along the banks of Paradise Creek.

On July 5, 2018, field personnel conducted a visual assessment to determine whether wetlands occur in the project area. Determinations were based on the US Army Corps of Engineers guidance in the Wetland Delineation Manual (USACE 1987).

Section 2 Wetland Indicators

The presence of a wetland is determined based on three main characteristics as described in the Western Mountains, Valleys, and Coast Regional Supplement (USACE 2010): (1) site must exhibit dominance of hydrophytic vegetation, (2) site must have hydric soils, and (3) site must have evidence of wetland hydrology. This section presents observed site information for each of these wetland indicators.

2.1 Vegetation

Non-native vegetation is dominant within the proposed boundaries of the project area. Non-native species include reed canarygrass (*Phalaris arundinacea*), prickly lettuce (*Lactuca serriola*), stinking chamomile (*Anthemis cotula*), oxeye daisy (*Leucanthemum vulgare*), and spotted knapweed (*Centaurea stoebe*). Vegetation facultative to wetlands primarily exists within the stream channel and low stream banks. The dominant species within the stream channel is Pacific willow (*Salix lucida*). Identification of grasses outside the stream channel is made difficult due to regular mowing activities that occur during the growing season. Reed canarygrass and Pacific willow are both wetland plant species found within the banks of the creek.

2.2 Hydric Soils

A brief check of the U.S. Department of Agriculture (USDA) Web Soil Survey for this site indicates the soil properties have no hydric soil rating (USDA 2018). The man-made banks of Paradise Creek in the project reach consist primarily of riprap and do not promote water storage in the soils or flooding outside the existing stream channel. Within the channel, soils are too rocky to dig test pits and show no indicators of wetland hydrology. Hydrologic conditions that promote hydric soils along the banks are very short lived in this reach in most years. Visual observations made during annual peak-flow periods indicate no water migration beyond the banks of Paradise Creek. Due to a lack of inundation, soils outside the stream channel are not exposed to anaerobic conditions for periods long enough to develop hydric indicators.

2.3 Hydrology

Typical hydrologic indicators of wetlands include surface water, saturation, drainage patterns, and others as listed in the supplement (USACE 2010). None of these indicators were present at this site during the field visit. Even during wetter periods of the year, due to the hydrology of the Paradise Creek, no substantial water storage is likely to occur beyond the lowest portion of the stream channel.

Section 3 Conclusions

The presence or occurrence of wetlands in the project area is unlikely due to the factors discussed in Section 2. No formal wetland delineation is recommended due to conditions observed in the field.

Section 4 References

U.S. Army Corps of Engineers (USACE), 1987. Corps of Engineers Wetlands Delineation Manual.

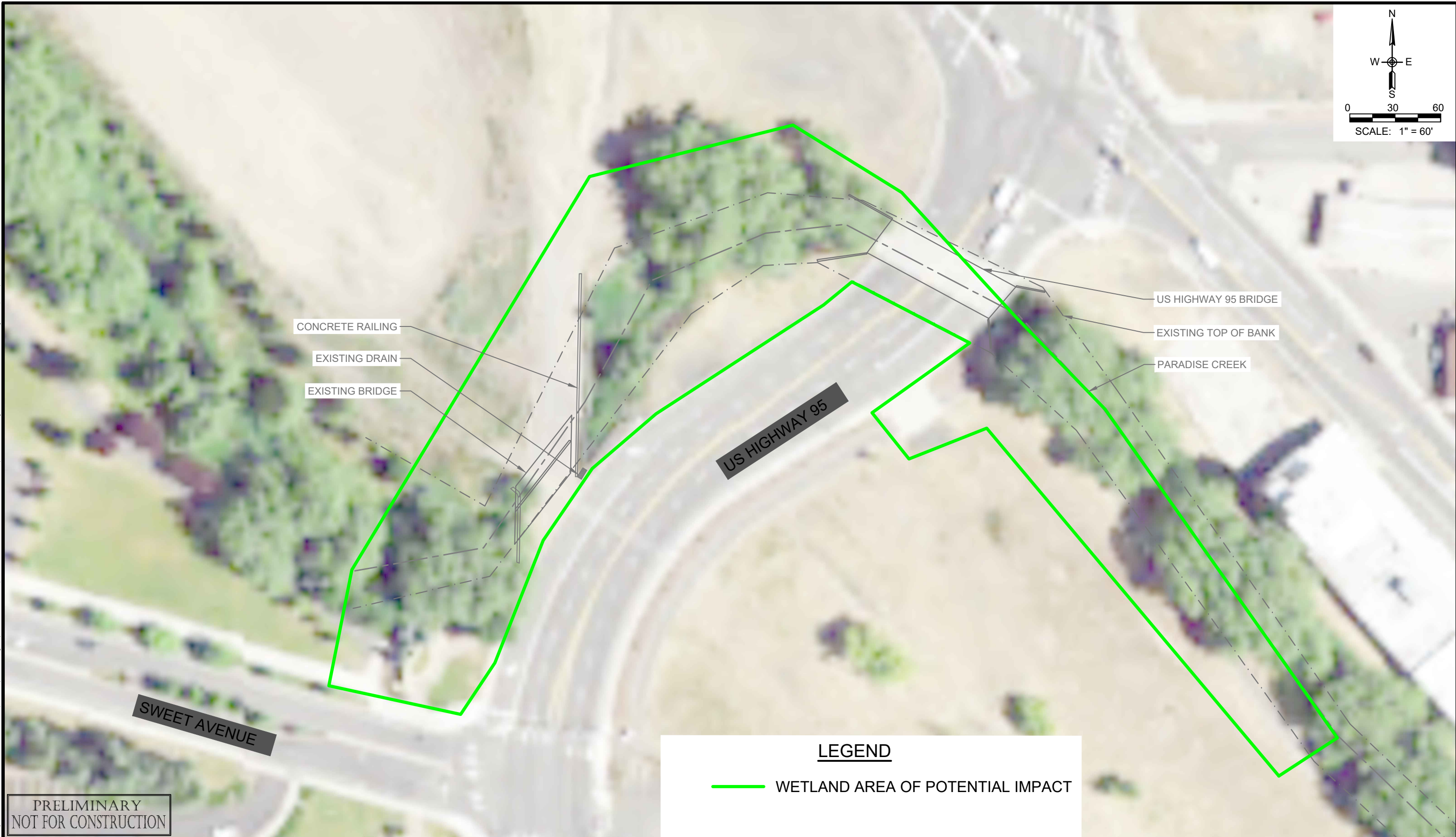
USACE, 2010. Regional Supplement to the Corps of Engineers Wetlands Delineation Manual: Western Mountains, Valleys, and Coast Region (Version 2.0).

U.S. Department of Agriculture (USDA), 2018. Plants Database. Accessed July 12, 2018.
<https://plants.usda.gov/core/profile?symbol=RAAC3>

USDA. 2018. Web Soil Survey website. Accessed July 5, 2018.
<http://websoilsurvey.sc.egov.usda.gov/App/WebSoilSurvey.aspx>

U.S. Fish and Wildlife Service (USFWS) National Wetland Inventory wetland mapper. Accessed July 5, 2018, at <http://www.fws.gov/wetlands/Data/Mapper.html>

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NO.	DATE	REVISIONS	BY	CHK

DRAFTER:	J. DZARA	COORDINATE SYSTEM:	NA
DESIGNER:	B. DAVIS	SCALE:	1" = 60'
CHECKED:	S. FIROR	APPROVED:	----
DATE:	07/02/18	DATE:	----



Science & Engineering, Inc.



CITY OF MOSCOW US95 PATH UNDERPASS
MOSCOW, IDAHO

FIGURE 1. US95 PARADISE PATH WETLAND INVESTIGATION AREA

SHEET:	1
DATE:	7/10/2018
PROJECT NO.:	18059
SHEET NO.:	1 OF 1

CITY OF MOSCOW BIKE PATH US95 UNDERPASS

CONCEPTUAL DESIGN

AUGUST 2018

PREPARED FOR:

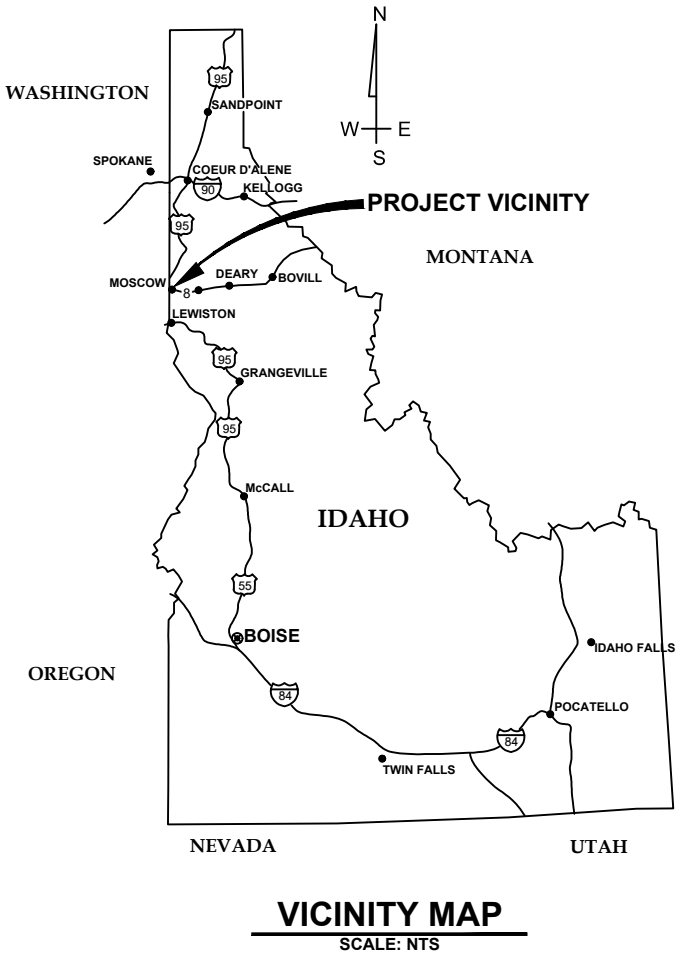


CITY OF MOSCOW
206 EAST 3RD STREET
MOSCOW, IDAHO 83843
TELEPHONE: (208) 883-7019

ENGINEER:



Alta Science & Engineering, Inc.
220 EAST 5TH STREET, SUITE 325
MOSCOW, IDAHO 83843
TELEPHONE: (208) 882-7858

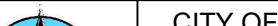


LOCATION MAP
SCALE: 1" = 500'

SHEET INDEX

SHEET #	SHEET NAME	SHEET INDEX
1	COVER SHEET	CS
2	PROJECT OVERVIEW & SHEET INDEX	C1
3	PATH PLAN & PROFILE - STA 0+00 TO 3+00	C2
4	PATH PLAN & PROFILE - STA 3+00 TO 7+00	C3
5	DETAILS	D1

PRELIMINARY
NOT FOR CONSTRUCTION

						DRAWN BY:	J. DZARA	COORDINATE SYSTEM:	ISP WEST, NAD 83, US FT			CITY OF MOSCOW US95 PATH UNDERPASS	COVER SHEET	SHEET NAME:		CS
						ENGINEER:	B. DAVIS	SCALE:	AS SHOWN					DATE:		8/14/2018
						CHECKED:	S. FIROR	APPROVED:	X. XXXX					PROJECT NO.:		18059
						DATE:	08/15/2018	DATE:	XX/XX/XXXX					SHEET:		1 OF 05
NO.	DATE	REVISIONS			BY	CHK										

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Attachment: Underpass Study Documents (1824 : South Main Pedestrian Underpass Project)

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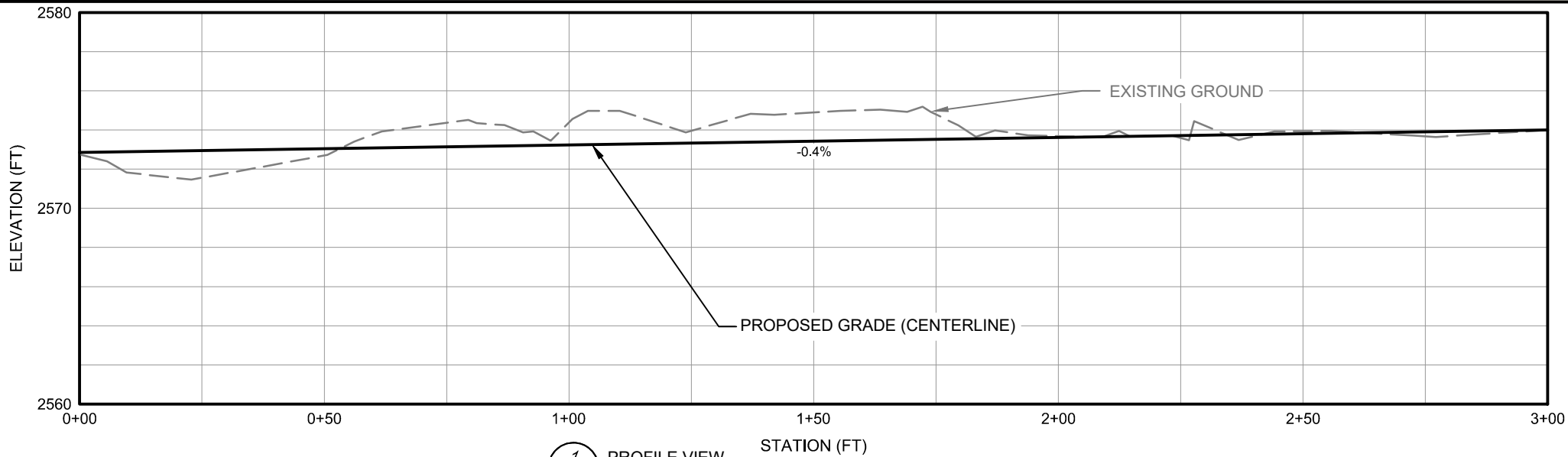
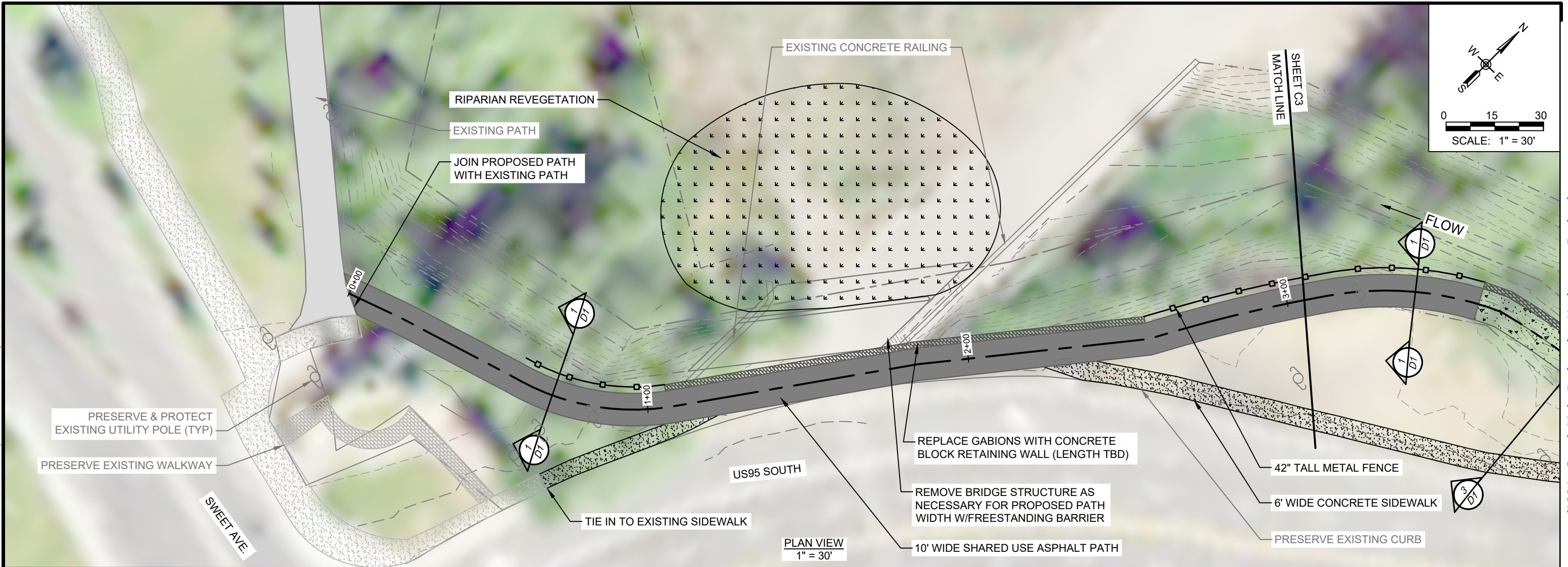


CITY OF MOSCOW US95 PATH UNDERPASS
MOSCOW, IDAHO

PROJECT OVERVIEW & SHEET INDEX

SHEET:	C1
DATE:	8/14/2018
PROJECT NO.:	18059
SHEET NO.:	02 OF 05

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DESIGNER:	B. DAVIS	SCALE:	1" = 30'
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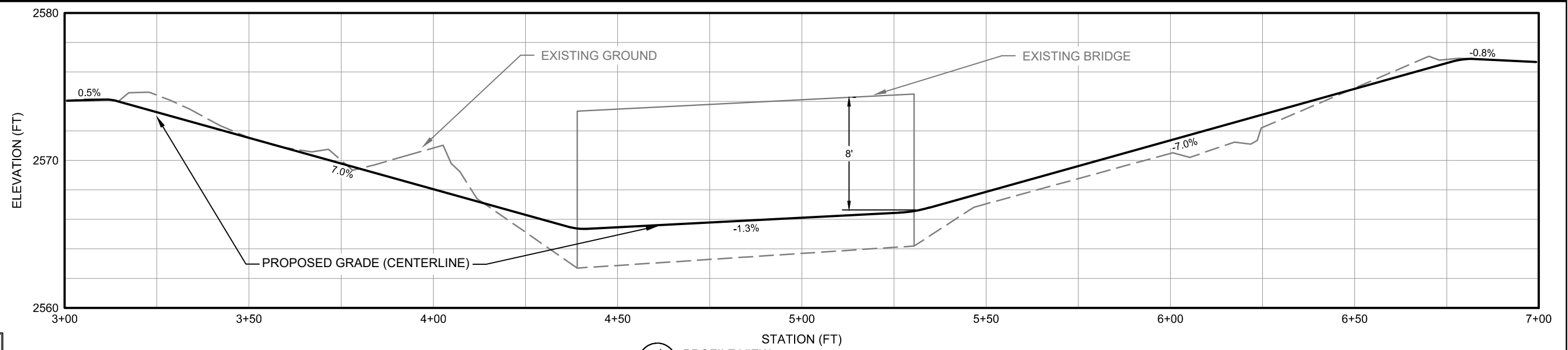
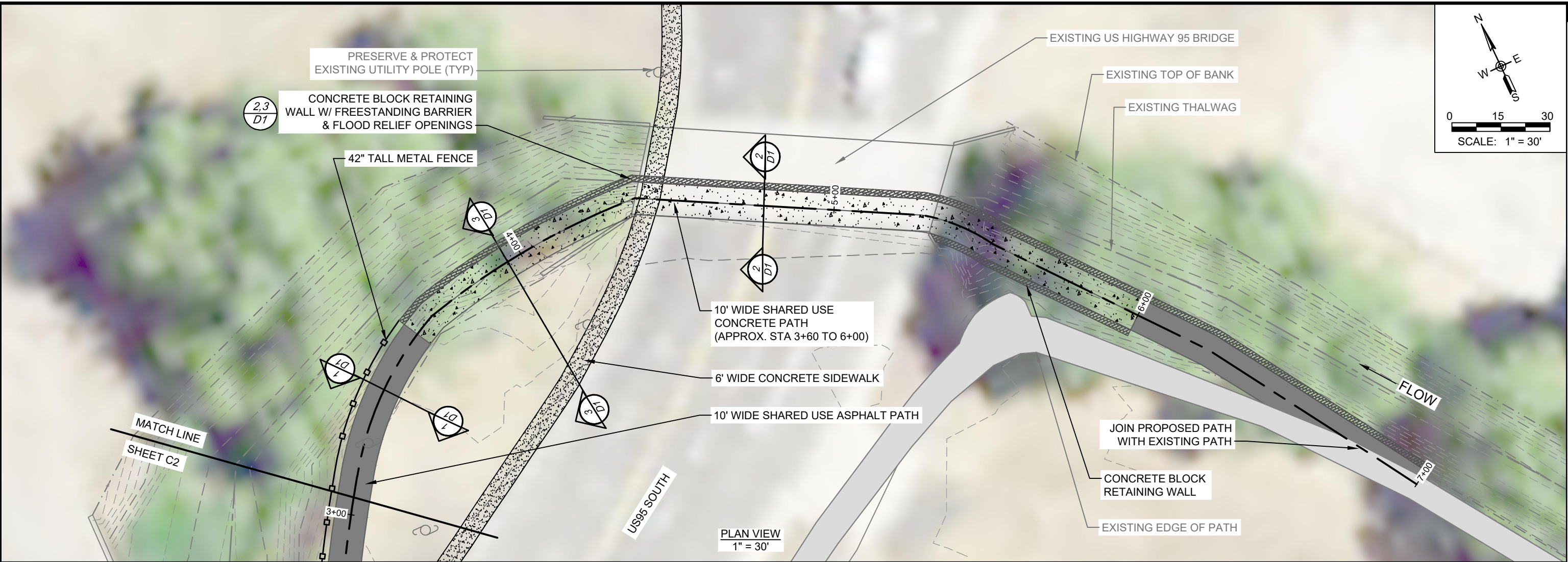
CITY OF MOSCOW US95 PATH
UNDERPASS
MOSCOW, IDAHO

PATH PLAN & PROFILE
STA 0+00 TO 3+00

SHEET:	C2
DATE:	8/14/2018
PROJECT NO.:	18059
SHEET NO.:	03 OF 05

Attachment: Underpass Study Documents (1824 : South Main Pedestrian Underpass Project)

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PRELIMINARY
NOT FOR CONSTRUCTION

1
-
PROFILE VIEW
SCALE: 1"=30' HORIZONTAL, 1"=7.5' VERTICAL

NO.	DATE	REVISIONS	BY	CHK	

DRAFTER:	J. DZARA	COORDINATE SYSTEM:	ISP WEST, NAD 83, US FT
DESIGNER:	B. DAVIS	SCALE:	1" = 30'
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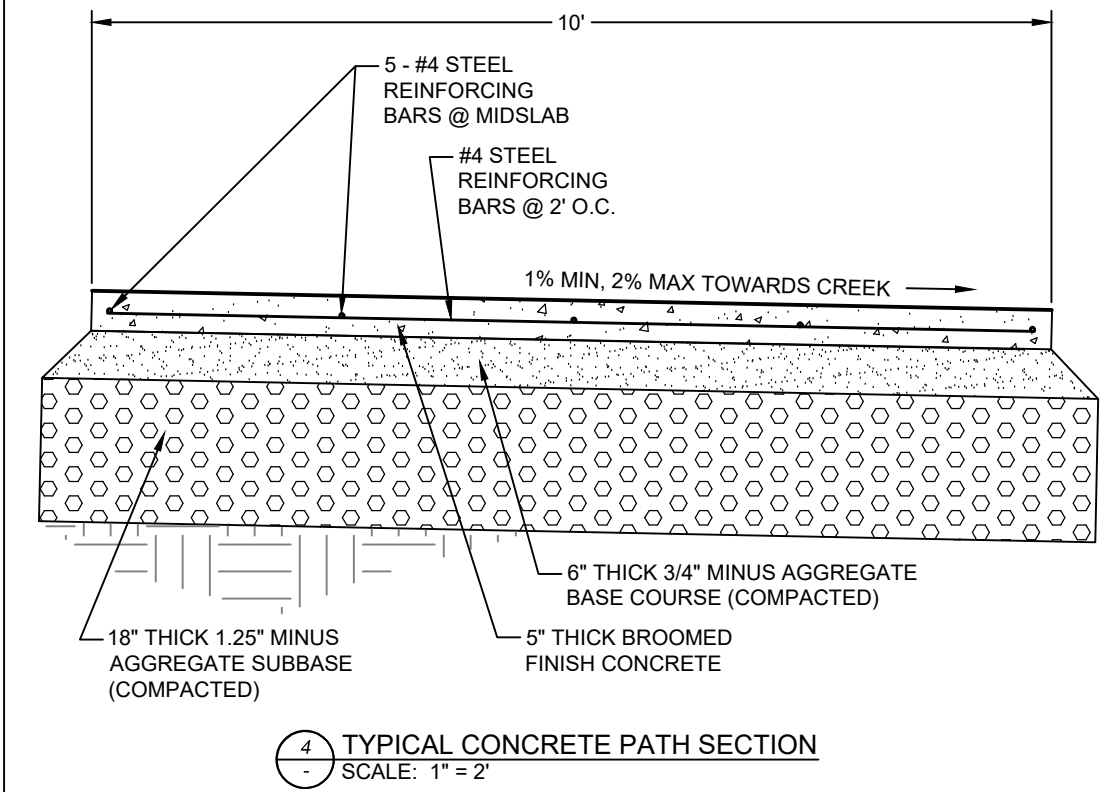
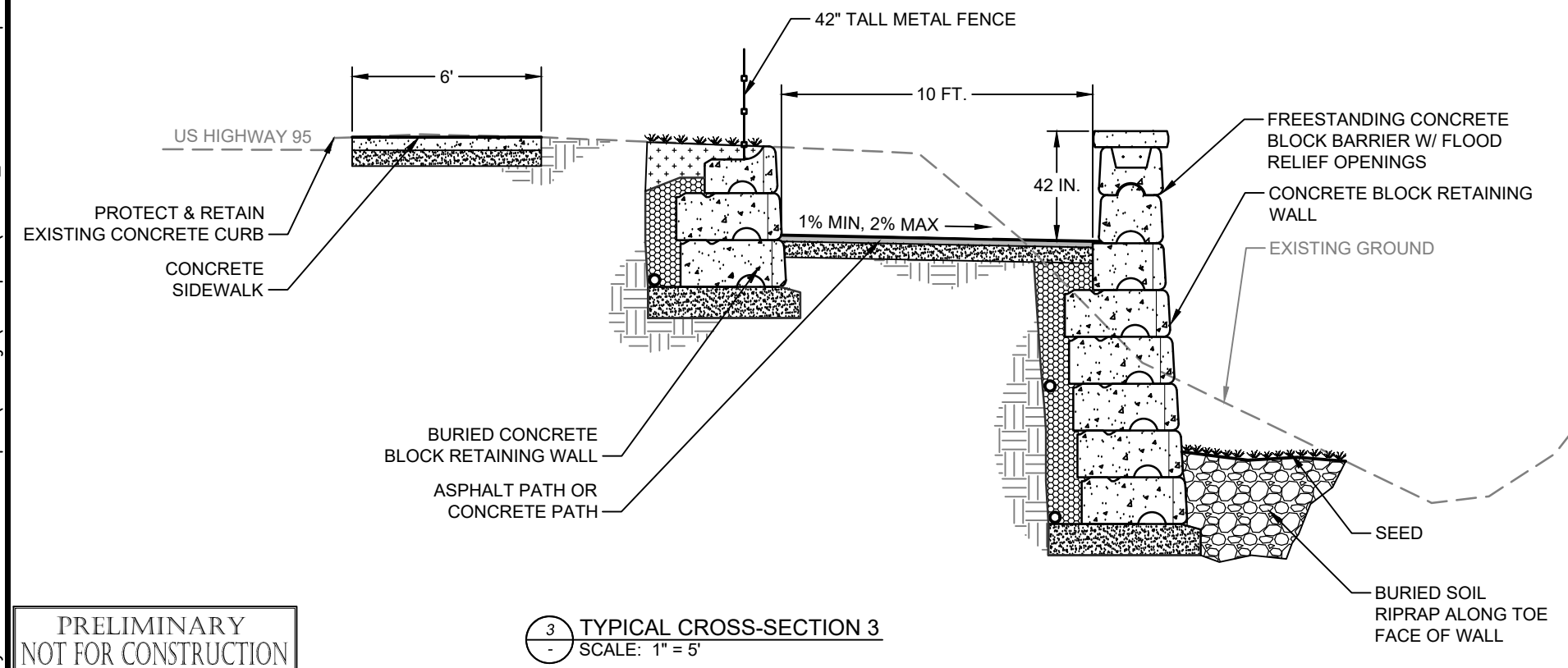
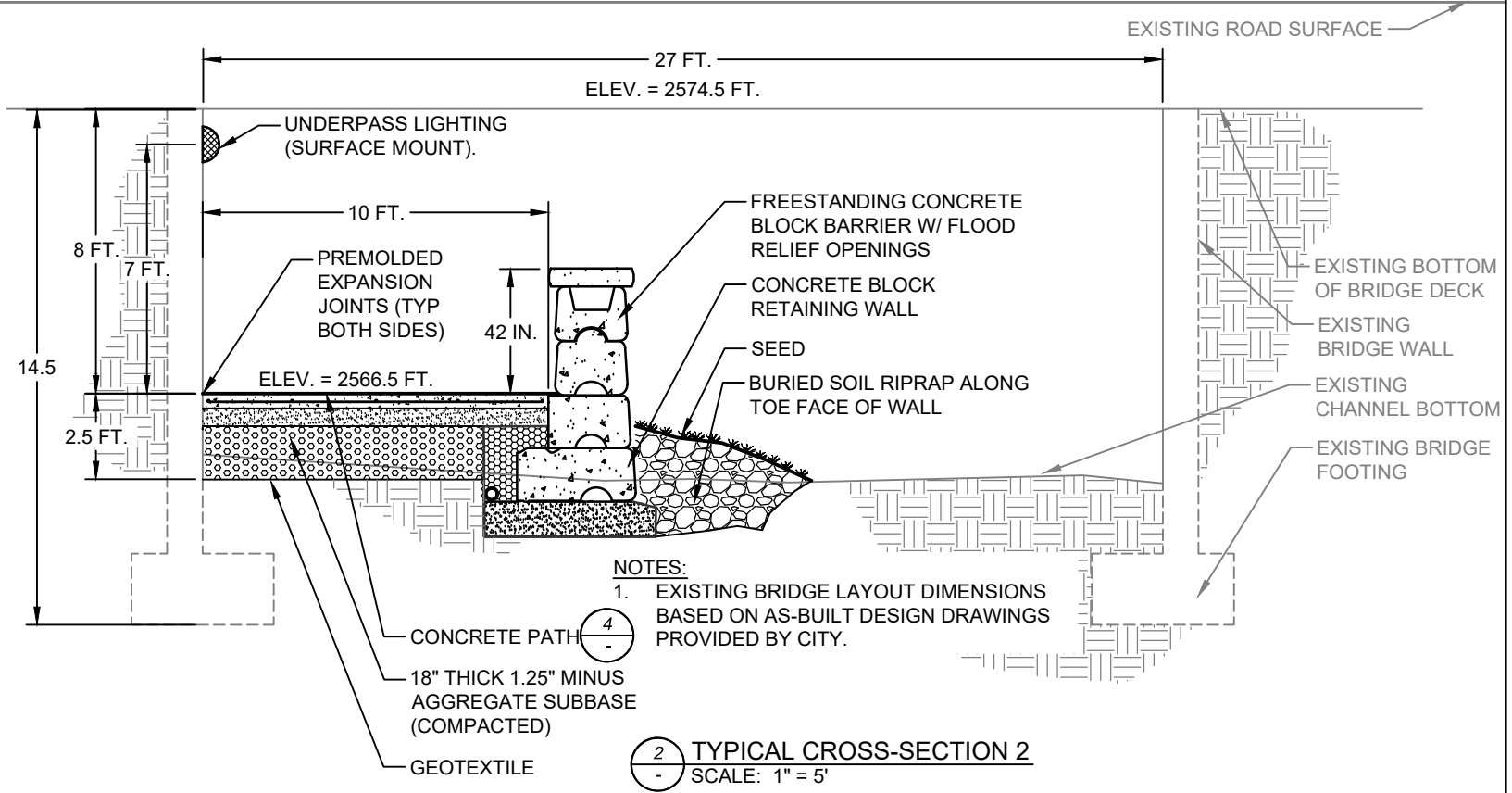
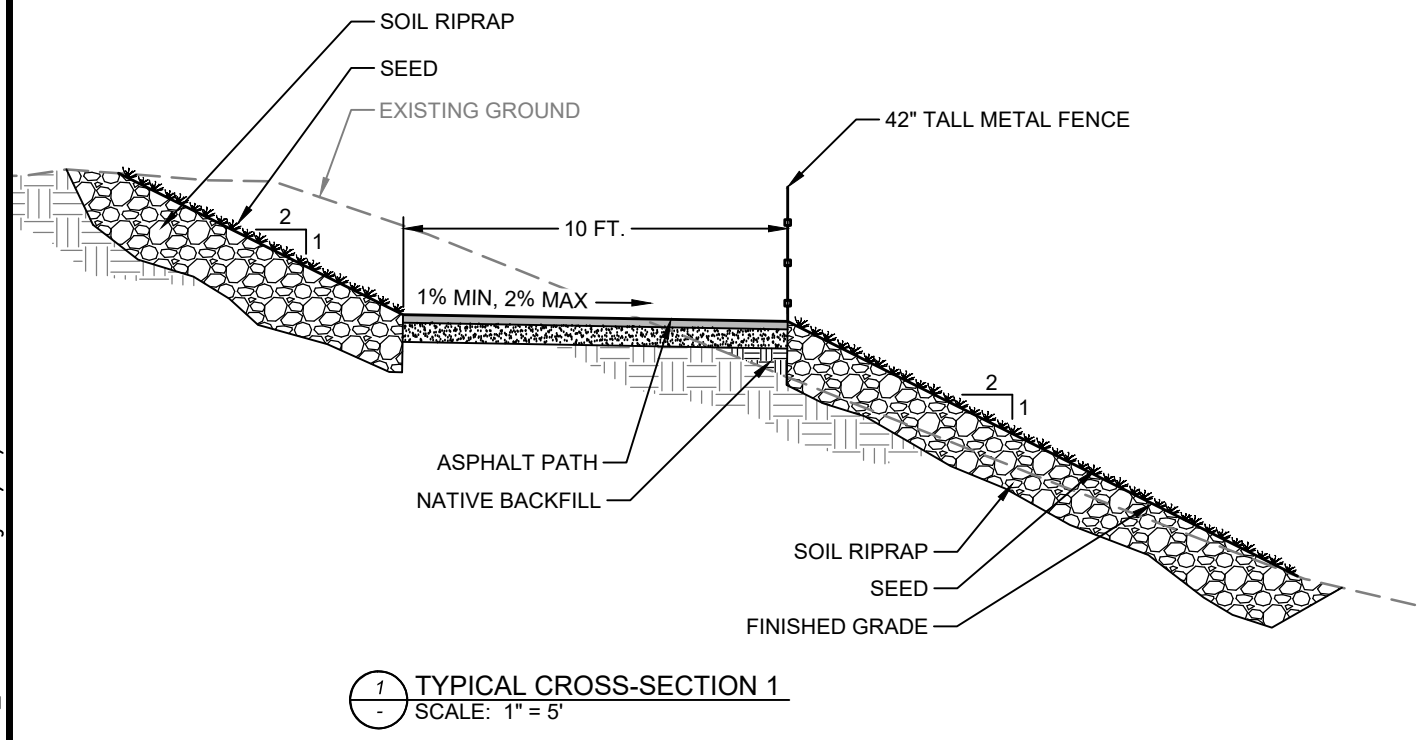


CITY OF MOSCOW US95 PATH
UNDERPASS
MOSCOW, IDAHO

PATH PLAN & PROFILE
STA 3+00 TO 7+00

SHEET:	C3
DATE:	8/14/2018
PROJECT NO.:	18059
SHEET NO.:	04 OF 05

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PRELIMINARY
NOT FOR CONSTRUCTION

NO.	DATE	REVISIONS	BY	CHK	DRAFTER:	J. DZARA	COORDINATE SYSTEM:	NAD83, ISP WEST, US FT
					DESIGNER:	B. DAVIS	SCALE:	AS SHOWN
					CHECKED:	S. FIROR	APPROVED:	XXXX
					DATE:	8/15/2018	DATE:	XX/XX/XXXX



CITY OF MOSCOW US95 PATH
UNDERPASS
MOSCOW, IDAHO

DETAILS

SHEET:	D1
DATE:	8/16/2018
PROJECT NO.:	18059
SHEET NO.:	05 OF 05

ENGINEER'S OPINION OF PROBABLE COST

Based on Conceptual Design

Project Name: US95 Path Underpass, Moscow

Project #: 18059

Prepared by: Jess Dzara, E.I.T.

Date: 8/10/2018

Reviewed by: Ben Davis, P.E.

Date: 8/13/2018

BID ITEM	DESCRIPTION	EST. QUANTITY	UNITS	UNIT PRICE	TOTAL
1	Mobilization	1	LS	\$49,490.00	\$49,490.00
2	10' Asphalt Path	460	LF	\$43.23	\$19,888.00
	Site Prep/Grading	520	SY	\$3.40	\$1,768.00
	Excavation, Haul, and Disposal	200	CY	\$15.00	\$3,000.00
	Geotextile - Woven, 200 lb tensile	520	SY	\$2.50	\$1,300.00
	Aggregate base, 6" thick base, compacted, 3/4" minus	90	CY	\$38.00	\$3,420.00
	Asphalt Paving - 2.5" HMA mat	520	SY	\$20.00	\$10,400.00
3	10' Concrete Path	240	LF	\$117.22	\$28,133.00
	Site Prep/Grading	270	SY	\$3.40	\$918.00
	Excavation, Haul, and Disposal	160	CY	\$15.00	\$2,400.00
	Geotextile - Woven, 200 lb tensile	270	SY	\$2.50	\$675.00
	Aggregate subbase - 18" thick, compacted, 1-1/4" minus	140	CY	\$33.50	\$4,690.00
	Aggregate base - 6" thick, compacted, 3/4" minus	50	CY	\$38.00	\$1,900.00
	Concrete - 5" thick, reinforced, broom finish	270	SY	\$65.00	\$17,550.00
4	Concrete Block Retaining Wall	540	LF	\$445.47	\$240,554.00
	Excavation, Haul, and Disposal	310	CY	\$20.00	\$6,200.00
	Geotextile - Nonwoven, 115 lb tensile	740	SY	\$1.60	\$1,184.00
	Aggregate base - 24" thick, compacted, 3/4" minus	220	CY	\$33.00	\$7,260.00
	Drain Rock - 1" clean	140	CY	\$40.00	\$5,600.00
	Perforated Drain Pipe	540	LF	\$1.50	\$810.00
	Concrete Block Wall & Freestanding Barrier - Materials	1	LS	\$80,000.00	\$80,000.00
	Concrete Block Wall - Installation	3,690	SFF	\$25.00	\$92,250.00
	Freestanding Concrete Block Barrier - Installation	1,890	SFF	\$25.00	\$47,250.00
5	6' Wide Sidewalk	400	LF	\$46.42	\$18,568.00
	Excavation, Haul, and Disposal	60	CY	\$15.00	\$900.00
	Site Prep/Grading	270	SY	\$3.40	\$918.00
	Aggregate base - 6" thick, compacted, 3/4" minus	50	CY	\$38.00	\$1,900.00
	Concrete Sidewalk - 5" thick, reinforced	270	SY	\$55.00	\$14,850.00
6	Underpass Lighting - Surface Mount	4	EA	\$2,350.00	\$9,400.00
	Holophane HLWPC2 Wallpack LED Lights, Delivered	4	EA	\$600.00	\$2,400.00
	Installation - Electrician	1	LS	\$7,000.00	\$7,000.00
7	42" Steel Fence	150	LF	\$140.00	\$21,000.00
8	Remove and Dispose of Existing Bridge	1	LS	\$100,000.00	\$100,000.00
9	Tree Removal	3	EA	\$500.00	\$1,500.00
10	Provide and Place Soil Riprap	100	CY	\$75.00	\$7,500.00
11	Seeding	11,000	SF	\$0.30	\$3,300.00
12	Stormwater BMPs	1	LS	\$10,000.00	\$10,000.00
13	Water Management	1	LS	\$15,000.00	\$15,000.00
14	Construction Traffic Control	1	LS	\$20,000.00	\$20,000.00

SUBTOTAL \$544,333.00
CONTINGENCY 15% \$81,649.95
TOTAL \$625,982.95

Construction Cost (Rounded) \$626,000

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 11/05/2018**Title:** Fire Station #2 Re-Roof Project Professional Services Agreement**Responsible Staff:** David Schott

Information

DESCRIPTION: Staff is requesting authorization to retain Associated Architects for full service architectural services for the Fire Station #2 re-roof project at a cost of \$7,660. Full architectural services include: construction documents, cost estimation, bidding and negotiation, and construction administration.

Over the past years, facilities staff have patched numerous leaks in the 3,442 square foot roof. Staff proposes an R Mer Lite roofing system by the Garland Company. The R Mer Lite roofing system is a robust metal roof with a 30 year warranty and similar roofs have been installed on the 1912 Center, Intermodal Transit Center, many of the University of Idaho buildings, and many of the Moscow School District buildings.

The FY19 budget for the project is \$69,900 and includes architectural services and construction. The budgetary line item for the architectural expense will be General Fund Capital Projects, 350-310-20-770-72.

If approved, staff anticipates construction documents and cost estimates to be completed by the end of January 2019 and issue of a Solicitation for Bids in February.

On October 22, 2018, the Public Works / Finance Committee reviewed and recommended approval.

STAFF RECOMMENDATION: Approval of Associated Architects to provide full service architectural services for Fire Station #2 Re-Roof Project at a cost of \$7,660; and issuance of Solicitation for Bids.

ACTION: Approve Associated Architects to provide full service architectural services for Fire Station #2 Re-Roof Project at a cost of \$7,660; and issuance of Solicitation for Bids.

Necessary Resources/Impacts

<Type your fiscal/personnel/miscellaneous impacts here or N/A>

Attachments

Fee Proposal Fire Station No. 2 Revised

Associated Architects LLP

129 West Third Street - P.O. Box 9432

Moscow, ID 83843

Ph: (208) 882-5051

Fax: (208) 882-8543

Email: assocarch@moscow.com

October 16, 2018

Mr. David Schott, Asst. Parks & Rec. Director
 1724 East F. Street
 Moscow, ID 83844

**RE: Architectural Fee Proposal
 Fire Station No. 2 Re-Roof
 Moscow, Idaho**

Dear David:

Thank you for the opportunity to submit a fee proposal to provide "Full Service" Architectural Services for the re-roof of Fire Station No. 2, located at 1380 White Avenue, Moscow, Idaho.

Based on my site visit and review of existing record documents, Associated Architects, LLP proposes to provide full service Architectural Services for a fixed fee of \$7,360.00

The services will include:

- Construction Documents: Prepare plans and specifications for a complete re-roof of the existing 3,442 square foot roof including any alternates as required.
- Cost Estimate: Provide a cost estimate for budgetary purposes.
- Bidding and Negotiating: Assist the owner with distribution of contract documents as necessary for bidding purposes. Conduct pre-bid conference and walkthrough. Issue addenda as required. Assist with Bid Opening and make recommendation to the City.
- Construction Administration: Provide preconstruction meeting and progress meetings as required. Review product data submittals and make on-site inspections for code compliance and quality control. Associated Architects will review contractor pay requests, conduct substantial and final inspections including writing up punch lists and ensuring closeout documents are submitted.
- Printing and reproductions, postage and long distant calls shall be reimbursed at 1.1 times invoice cost. I do not anticipate reimbursable expenses to be more than \$300.00.

If this proposal is acceptable, please contact me so we can include the project into our work schedule.

Sincerely,

Chick Mabbutt, PA

Attachment: Fee Proposal Fire Station No. 2 Revised (1827 : Fire Station #2 Re-Roof Project Professional Services Agreement)

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 11/05/2018**Title:** A Street Reconstruction - Stage 2 State/Local Agreement (ACTION ITEM)**Responsible Staff:** Les MacDonald

Information

DESCRIPTION: The Idaho Transportation Department (ITD), through the Local Highway Technical Assistance Council, has funded a federal-aid project in FY 2019 to improve segments of A Street and Line Street. The project will completely reconstruct A Street from 350 ft east of Peterson Drive to 200 feet east of Home Street and Line Street from the Pullman Highway north through its current intersection with A Street/Circle Drive. Circle Drive will be modified to include a cul-de-sac terminus north of A Street. The project will include replacement of the existing road sections, retaining walls, sidewalks, water system upgrades, and sewer conveyance system upgrades.

Access to the federal-aid funds require the execution of a “State/Local Agreement” outlining the responsibilities of both the City of Moscow and the ITD. The attached draft contract is a standard ITD agreement modified specifically for the A Street Project. Changes to the State/Local Agreement have been requested of the State and those changes are being made, but the revised document was not received in time to include in the packet. When received, the updated version of the agreement will be reviewed by the City Attorney to ensure that the requested changes have been achieved. Also for consideration is a resolution certifying approval of the agreement and authorizing the Mayor to enter into the agreement on behalf of the City. The resolution will be adjusted to include the revised project number once it is received from the State.

Grant funding for the project is provided through two fiscal years of the STP-Urban Grant Program. This includes \$2,083,214 from FY2019 and \$1,264,000 from FY2020. Since the FY2020 Federal funding is not anticipated to be available for project use until the Fall of 2019, the City of Moscow will be required to provide a prepayment of \$1,264,000 along with the required local match (\$265,147) and non-eligible utility improvements costs (\$713,213). The total payment to ITD will be \$2,242,360 with the completion of the attached State/Local Agreement. The Agreement stipulates that the City will be refunded the prepayment amount (\$1,264,000) as soon as the FY2020 Grant Program funds become available. This is anticipated to occur in late 2019. A separate Council action item and Resolution authorizing the funding of the amount of the \$1,264,000 prepayment follows this agenda item.

Once the executed State/Local Agreement and the City payments are submitted, ITD will advertise the project for bids. This is anticipated to occur in late 2018 with construction scheduled to occur in 2019.

STAFF RECOMMENDATION: Approve the Resolution approving the State/Local Agreement for the A Street Improvements - Stage 2 Project and authorize the Mayor to sign the Agreement.

PROPOSED ACTIONS: Approve the Resolution approving the State/Local Agreement for the A Street Improvements - Stage 2 Project and authorize the Mayor to sign the Agreement; or take other action as deemed appropriate.

Necessary Resources/Impacts

<Type your fiscal/personnel/miscellaneous impacts here or N/A>

11/05/18	350.150.40.770.94 · Capital Projects a Street Improvements	\$1,505,580.00
11/05/18	320.320.70.770.73 · Water Capital Improvements - Water Lines	\$459,518.00
11/05/18	330.330.60.770.45 · Sewer Capital Sewer Main Project	\$253,695.00
11/05/18	350.150.40.770.80 · Pavement Management Program	\$23,567.00
Total:		\$2,242,360.00

Attachments

A Street State-Local Agreement - Draft #1
A Street State/Local Agreement Resolution

**STATE/LOCAL AGREEMENT
(CONSTRUCTION)
PROJECT STP-M-7564(004)
A STREET, MOSCOW, STG 2
LATAH COUNTY
KEY NO. 03546**

PARTIES

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

PURPOSE

The **SPONSOR** has requested the **STATE** to program a project for federal participation in the costs of constructing A Street, Stage 2, to consist of grading/drainage, additional right-of-way, and seal coating A Street, which has been designated as Project STP-M-7564(004). This Agreement sets out the responsibilities of the parties in the construction and maintenance of the project.

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

The Parties agree as follows:

SECTION I. GENERAL

1. This Agreement is entered into for the purpose of complying with certain provisions of the Federal-Aid Highway Act in obtaining federal participation in the construction of the project.
2. Federal participation in the costs of the project will be governed by the applicable sections of Title 23, U.S. Code (Highways) and rules and regulations prescribed or promulgated by the Federal Highway



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*State/Local Agreement (Construction)
A Street, Moscow, Stage 2
Key No. 03546*

Administration, including but not limited to, the requirements of 23 U.S.C. §313.23, CFR §635.410, and 28 CFR Part II.

3. Funds owed by the Sponsor shall be remitted to the State through the ITD payment portal at:
<https://apps.itd.idaho.gov/PayITD>.
4. All information, regulatory and warning signs, pavement or other markings, and traffic signals, the cost of which is not provided for in the plans and estimates, must be erected at the sole expense of the **SPONSOR** upon the completion of the project.
5. The location, form and character of all signs, markings and signals installed on the project, initially or in the future, shall be in conformity with the Manual of Uniform Traffic Control Devices as adopted by the **STATE**.
6. During construction, the latest edition of the **STATE's** *Guide for Utility Management* will be followed in all matters relating to utilities.
7. This State/Local Agreement (Construction) upon its execution by both Parties, supplements the State/Local Agreement (Project Development) by and between the same parties, dated July 6, 2004 and subsequent amendments.
8. Sufficient Appropriation. It is understood and agreed that the **STATE** is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate the **STATE** beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The **STATE** reserves the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the **STATE** to continue payments. Any such termination shall take



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State/Local Agreement (Construction)
A Street, Moscow, Stage 2
Key No. 03546

effect immediately upon notice and be otherwise effective as provided in this Agreement.

SECTION II. That the **STATE** shall:

1. Enter into an Agreement with the Federal Highway Administration covering the federal government's pro rata share of construction costs.
2. Submit to FHWA a request for partial advance construction approval for the cost of construction of the project. FHWA approval of the partial advance construction request will allow a portion of the costs of construction incurred by the **SPONSOR** as of the date Of FHWA approval to be eligible for federal participation in a future Federal-aid project agreement with FHWA. The amount scheduled for advance construction is \$1,264,000.
3. Advertise, open bids, prepare a contract estimate of cost based on the successful low bid and notify the **SPONSOR** thereof.
4. Award a contract for construction of the project, based on the successful low bid, if it does not exceed the **STATE'S** estimate of cost of construction by more than ten (10) percent. If the low bid exceeds the estimate by more than 10%, the bid will be evaluated, and if justified, the contract will be awarded and the **SPONSOR** will be notified.
5. Obtain concurrence of the **SPONSOR** before awarding the contract if the **SPONSOR'S** share of the low bid amount exceeds the amount set forth in Section III, Paragraph 1 by more than ten (10) percent.
6. Provide to the **SPONSOR** sufficient copies of the Contract Proposal, Notice to Contractors, and approved construction plans.
7. Designate a resident engineer and other personnel, as



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State/Local Agreement (Construction)
A Street, Moscow, Stage 2
Key No. 03546

the **STATE** deems necessary, to supervise and inspect construction of the project in accordance with the plans and specifications in the manner required by applicable state and federal regulations. This engineer, or their authorized representatives, will prepare all monthly and final contract estimates and change orders, and submit all change orders to the **SPONSOR** for their concurrence. If the **SPONSOR'S** share of any change order exceeds \$1,000.00, the **STATE** will submit a statement to the **SPONSOR** indicating the amount owed by the **SPONSOR**.

8. Appoint the Local Highway Technical Assistance Council as the contract administrator for the **STATE**.
9. Notify the **SPONSOR** when construction engineering and inspection (CE&I) costs have reached approximately 85% of the estimated cost for CE&I.
10. Maintain complete accounts of all project funds received and disbursed, which accounting will determine the final project costs.
11. Upon completion of the project, after all costs have been accumulated and the final voucher paid by the Federal Highway Administration, provide a statement to the **SPONSOR** summarizing the estimated and actual costs, indicating an adjustment for or against the **SPONSOR**. Any excess funds transmitted by the **SPONSOR** and not required for the project will be applied to any outstanding balance the **SPONSOR** may have on a previously completed project. If no such outstanding balance exists, the excess funds will be returned to the **SPONSOR**.

SECTION III. That the **SPONSOR** shall:

1. Pay to the **STATE** before the advertisement for bids, the amount of **TWO MILLION TWO HUNDRED AND SEVEN THOUSAND AND NO HUNDREDTHS DOLLARS (\$2,207,000)**, which is the **SPONSOR'S** estimated share of the cost for



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*State/Local Agreement (Construction)
A Street, Moscow, Stage 2
Key No. 03546*

construction plus preliminary engineering, and construction engineering & inspection (CE&I) by the **STATE**, and after deducting credit for the **SPONSOR'S** previous deposit of **\$10,000** as applies to Preliminary Engineering, and the **SPONSOR'S** match for the consulting agreement. These costs and the **SPONSOR'S** match are detailed in the attached *Worksheet for State/Local Construction Agreements* marked Exhibit A. The actual cost to the **SPONSOR** will be determined from the total quantities obtained by measurement plus the actual cost of engineering and contingencies required to complete the work. Construction engineering, inspection and contingencies will be approximately 29.5% of the total construction cost.

2. Upon approval of the lowest qualified bid received, if the **SPONSOR'S** share exceeds the amount set forth in Section III, Paragraph 1, transmit to the **STATE** the **SPONSOR's** portion of such excess cost.
3. Authorize the **STATE** to administer the project and make any necessary changes and decisions within the general scope of the plans and specifications. Prior approval of the **SPONSOR** will be obtained if it is necessary, during the life of the construction contract, to deviate from the plans and specifications to such a degree that the costs will be increased or the nature of the completed work will be significantly changed.
4. Designate an authorized representative to act on the **SPONSOR'S** behalf regarding action on change orders. That authorized representative's name is _____, Phone No. _____.
5. When change orders are submitted by the **STATE** for approval pursuant to Section II, Paragraph 7, the **SPONSOR** or its authorized representative shall give approval of same as soon as possible, but no later than ten (10) calendar days after receipt of the change



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*State/Local Agreement (Construction)
A Street, Moscow, Stage 2
Key No. 03546*

order. If approval is delayed, any claims due to that delay shall be the responsibility of the **SPONSOR**.

6. Upon receipt of any statement referred to in Section II, Paragraphs 7 and 11, indicating an adjustment in cost against the **SPONSOR**, promptly remit to the **STATE** a check or warrant in that amount.
7. Maintain the project upon completion to the satisfaction of the **STATE**. Such maintenance includes, but is not limited to, preservation of the entire roadway surface, shoulders, roadside cut and fill slopes, drainage structures, and such traffic control devices as are necessary for its safe and efficient utilization. Failure to maintain the project in a satisfactory manner will jeopardize the future allotment of federal-aid highway funds for projects within the **SPONSOR'S** jurisdiction.
8. Agree that in the event future Federal funding for the advance construction portion is not available for the project, the **SPONSOR** forfeits all claims for reimbursement of all funds paid for the project, including costs previously reimbursed with Federal funds in the event the project is not completed.
9. To the extent permitted by Idaho law and as provided by the Idaho Tort Claims Act, indemnify, save harmless the State, regardless of outcome, from the expenses of and against suits, actions, claims or losses of every kind, nature and description, including costs, expenses and attorney fees that may be incurred by reason of any act or omission, neglect or misconduct of the Sponsor or its consultant in the design, construction and maintenance of the work which is the subject of this Agreement, or Sponsor's failure to comply with any state or federal statute, law, regulation or rule. Nothing contained herein shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby expressly reserved.



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*State/Local Agreement (Construction)
A Street, Moscow, Stage 2
Key No. 03546*

EXECUTION

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

IDAHO TRANSPORTATION DEPARTMENT

Engineering Services
Division Administrator

ATTEST:**CITY OF MOSCOW**

City Clerk

Mayor

(SEAL)

By regular/special meeting
on _____.

FS: JM 7-17-18

MWC:03546 SLAConst



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*State/Local Agreement (Construction)
A Street, Moscow, Stage 2
Key No. 03546*

RESOLUTION NO. 2018 -

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PREAUTHORIZING THE ACCEPTANCE OF THE IDAHO DEPARTMENT OF TRANSPORTATION FEDERAL-AID PARTICIPATION IN "A" STREET CONSTRUCTION, STAGE 2; PROVIDING THAT THIS RESOLUTION SHALL BE IN EFFECT UPON ITS PASSAGE, AND APPROVAL.

WHEREAS, the Idaho Transportation Department (hereinafter "ITD"), has submitted an Agreement stating obligations of ITD and the City of Moscow, Idaho (hereinafter "CITY"), for construction of "A" Street, Stage 2; and

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

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

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

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

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

1. That the Agreement for Federal Aid Highway Project **STP-M-7564(004)** is hereby approved.
2. That the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the CITY.
3. That duly certified copies of the Resolution shall be furnish to the Idaho Transportation Department.

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

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

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 11/05/2018**Title:** Resolution for A Street Reconstruction Stage 2 Funding by Interfund Investment (ACTION ITEM)**Responsible Staff:** Gary J. Riedner

Information

DESCRIPTION: The City Council has approved the State/Local Agreement with the Idaho Transportation Department for the construction of 'A' Street Reconstruction - Stage 2. The project is funded by ITD through two fiscal years of the Surface Transportation Program - Urban (STP-Urban) grant program in the amounts of \$2,083,214 (fiscal year 2019) and \$1,264,000 (fiscal year 2020). The construction of the project is scheduled to be commenced in the 2019 construction season, prior to the availability of the STP-Urban fiscal year 2020 grant funds in the amount of \$1,264,000. In order to proceed with the scheduled construction of the project, it is required by ITD that the City provide funding equal to the STP-Urban fiscal year 2020 grant in the amount of \$1,264,000, which will not be available for reimbursement through the STP-Urban program until July 2019, the start of the federal fiscal year.

Staff is proposing that the \$1,264,000 construction funding be funded through the City Sewer Enterprise Fund accumulation by means of interfund investment. A Resolution that outlines the criteria of \$1,264,000 of investments by the Sewer Enterprise Fund for the purpose of funding the 'A' Street Reconstruction - Stage 2 project.

STAFF RECOMMENDATION: Approve the Resolution authorizing the Finance Director to purchase inter-fund investments for \$1,264,000 for the purpose of funding the 'A' Street Reconstruction - Stage 2 project from the City Sewer Enterprise Fund without interruption of City operations or capital improvement plans.

PROPOSED ACTIONS: Approve the Resolution authorizing the Finance Director to purchase inter-fund investments for \$1,264,000 for the purpose of funding the 'A' Street Reconstruction - Stage 2 project from the City Sewer Enterprise Fund without interruption of City operations or capital improvement plans or take such action deemed appropriate.

Necessary Resources/Impacts:

N/A

Attachments

A Street;ITD;ReconstructionStage2(2018)pm2clean

RESOLUTION NO. 2018 - ____

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, TO AUTHORIZE CITY FINANCE DIRECTOR TO MAKE INTER-FUND INVESTMENTS PURSUANT TO IDAHO CODE AND CITY INVESTMENT POLICY FOR THE PURPOSE OF MEETING CITY'S OBLIGATIONS FOR AN IDAHO TRANSPORTATION DEPARTMENT STATE/LOCAL AGREEMENT FOR THE "A" STREET STAGE 2 CONSTRUCTION PROJECT, KEY NO. 22160; PROVIDING THAT THIS RESOLUTION SHALL BE IN EFFECT UPON ITS PASSAGE, AND APPROVAL.

WHEREAS, the Idaho Transportation Department (hereinafter "ITD") is funding a Federal Aid Project for the improvement of "A" Street and Line Street in the City of Moscow (hereinafter "CITY"), known as the "A" Street Reconstruction – Stage 2 project; and

WHEREAS, the "A" Street Reconstruction – Stage 2 project is funded by two fiscal years of the Surface Transportation Program – Urban (STP-Urban) grant program in the amounts of two million eighty-three thousand two hundred fourteen dollars (\$2,083,214) (fiscal year 2019) and one million two hundred sixty-four thousand dollars (\$1,264,000) (fiscal year 2020); and

WHEREAS, the construction of the "A" Street Reconstruction – Stage 2 project is scheduled to be commenced in the 2019 construction season, prior to the availability of the STP-Urban fiscal year 2020 grant funds in the amount of one million two hundred sixty-four thousand dollars (\$1,264,000); and

WHEREAS, in order to proceed with the scheduled construction of the "A" Street Reconstruction – Stage 2 project, it is required by ITD that CITY provide funding equal to the STP-Urban fiscal year grant in the amount of one million two hundred sixty-four thousand dollars (\$1,264,000), which will not be available for reimbursement through the STP-Urban program until July 2019, the start of the federal fiscal year; and

WHEREAS, CITY's advance for construction of the "A" Street Reconstruction – Stage 2 project in the amount of one million two hundred sixty-four thousand dollars (\$1,264,000) will be reimbursed through the STP-Urban program after July 1, 2019; and

WHEREAS, the amount of one million two hundred sixty-four thousand dollars (\$1,264,000) was appropriated in CITY's current FY2019 municipal budget for this portion of the "A" Street Reconstruction – Stage 2 project funding; and

WHEREAS, the source of funds for this advance of one million two hundred sixty-four thousand dollars (\$1,264,000) will be from CITY Sewer Enterprise Fund capital accumulation, consistent with the investment policy adopted by CITY Council; and

WHEREAS, CITY has pledged the repayment of these inter-fund investments from the reimbursement STP-Urban fiscal year 2020 program funds; and

WHEREAS, these investments are in accordance with Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standard Board (GASB) standards; and

WHEREAS, these investments by any one (1) fund may be “called” for the entire balance as may be necessary, and re-invested into another fund; and

WHEREAS, the re-investments maintain the outstanding balance of the Sewer Enterprise Fund accumulations; and

WHEREAS, the source will not interfere with any projects or operational activities of CITY; and

WHEREAS, CITY Council has determined that it is in the best interest for CITY’s public infrastructure, economic vitality and long-term benefits to CITY to pursue “A” Street Reconstruction – Stage 2 project.

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

1. Pursuant to Idaho Code § 50-1013 concerning authorization of municipal corporation’s finances for Deposit and Investment of funds, CITY’s Investment Policy adopted by Resolution No. 2010-02, CITY’s Financial policy adopted by Resolution No. 2011-11, and in accordance with the principles of GAAP and the standards of GASB; CITY Finance Director is authorized to make inter-fund investments for the purpose of the “A” Street Reconstruction – Stage 2 Project in an amount not to exceed one million two hundred sixty-four thousand dollars (\$1,264,000);
2. That the Sewer Enterprise Fund shall be paid an interest rate of two point five percent (2.5%) per annum by CITY Street Fund on any outstanding balance until paid, which interest rate is consistent with current interest rates paid through the Idaho Local Government Investment Pool.
3. Repayment of any investment for the outstanding balance shall be paid upon reimbursement by STP-Urban fiscal year 2020 program funds as such funds are received.
4. That this Resolution shall become effective as of the 5th day of November, 2018.

PASSED AND APPROVED by the Mayor of the City of Moscow, Idaho, this 5th day of November, 2018.

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk