

Public Works / Finance Committee



Regular Meeting ~Agenda~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

**Monday
November 23, 2020**

3:00 PM

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

The Moscow Mayor, City Council and Staff welcome you to today's meeting. Due to the rise in COVID-19 cases in the area, the meeting is open to the public, but is subject to social distancing protocols and masks will be required of attendees. If you do not have a mask, a disposable mask will be provided. Per the modified Stage 2 of the Idaho Rebounds Plan, the number of attendees at any one time is limited to no more than 10. We appreciate and encourage public participation. Citizens wishing to comment on business on the agenda are encouraged to communicate with the Mayor and City Council by phone or email (council@ci.moscow.id.us) in order to respect social distancing protocol. Please note that Moscow City Council meetings are televised, videotaped and/or recorded. Thank you for your interest in City government.

REGULAR AGENDA

1. Approval of November 9, 2020 Public Works/Finance Committee Minutes (ACTION ITEM) - Taylor Riedner

Minutes presented for approval.

PROPOSED ACTIONS: Approve minutes as presented; approve minutes with amendments; or take such other action deemed appropriate.

2. Ordinance Amending Moscow City Code Title 7, Chapters 1, 4, 7, 10, 12, 15, and 16 Regarding Construction Regulations (ACTION ITEM) - Justin Goodwin

In 2019, the Idaho Legislature adopted the 2018 International Building, Residential, Mechanical, Existing Building, Fire, and Energy Codes for the construction regulations for Idaho. All local jurisdictions are required to adopt the codes adopted by the State by January 1, of 2021. Beginning in July, the Moscow Building Department Staff and the Building Code Advisory Committee conducted four meetings to review the proposed changes to the International Codes as adopted by the State of Idaho and recommended adoption with some modifications. The proposed ordinance would adopt the 2018 International Codes with the modifications proposed by Staff and the Building Code Advisory Committee. The proposed ordinance has been scheduled for public hearing before City Council at the Council's upcoming December 7, 2020 meeting.

PROPOSED ACTIONS: Recommend forwarding the proposed ordinance for public hearing at the Council's upcoming December 7, 2020 meeting; or provide staff further direction.

3. University of Idaho Emergency Services Agreement Renewal (ACTION ITEM) – Gary J. Riedner

The City of Moscow has been providing the University of Idaho emergency response services by contract since 1966. The current Master Agreement for Services was renewed in October

2017 for a term of three (3) years. Staff has been working with the University of Idaho to negotiate the renewal of the Agreement. Changes from the current Master Agreement include:

1. That the initial contract amount for FY2021 will be the same as the contract amount for FY2020 (\$1,460,775), with subsequent increases of 1% in FY2022; 2% in FY2023 and 3% in FY2024 and in subsequent fiscal years.
2. Five (5) year term and renewal.
3. Some additional details regarding the timing of the UI's financial participation in the upcoming purchase of the ladder truck are being discussed and will be completed prior to final approval by the City Council and UI.

The University will be presenting the Master Agreement for Services to the State Board of Education/UI Board of Regents at its December Board meeting.

PROPOSED ACTIONS: Recommend approval of the draft Master Services Agreement with the University of Idaho, or provide staff further direction.

REPORTS

Paradise Creek Flood Hazard Study – Mike Ray

ADJOURN

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

Public Works / Finance Committee



Regular Meeting ~Minutes~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

Monday, November 9, 2020

3:00 PM

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

The meeting was called to order at 3:00 p.m.

PRESENT: Art Bettge, Sandra Kelly, Brandy Sullivan (Virtual)

OTHERS: Mayor Bill Lambert, Council Member Anne Zabala, Council Member Maureen Laflin (Virtual)

STAFF: Bill Belknap (Virtual), Renee Tack (Virtual), Tyler Palmer (Virtual), Mia Bautista (Virtual), Laurie Hopkins (Virtual), Taylor Riedner (Virtual)

REGULAR AGENDA

1. Approval of September 28, 2020 Public Works/Finance Committee Minutes (ACTION ITEM) - Taylor Riedner

Minutes presented for approval.

PROPOSED ACTIONS: Approve minutes as presented; approve minutes with amendments; or take such other action deemed appropriate.

The minutes were approved as presented.

2. Disbursement Report October 2020 (ACTION ITEM) - Sarah Banks

Staff will present the Accounts Payable Report for the month ending October 2020. An updated September report with final FY2020 revenue figures is also attached.

ACTION: Sign the Disbursements Report for the month of October 2020.

Tack introduced the report by highlighting the major expenses for the previous month including payroll, payments to vendors for the police building, Well #10 Phase 2 contractors' payment, Whitcom services, and the biannual insurance payment to ICRMP. The Committee approved, signed the report and recommend it be placed on the Council consent agenda.

3. Idaho Transportation Department Cooperative Lighting Agreement (ACTION ITEM) - Bill Belknap

As part of the upcoming U.S. 95 realignment project, the Idaho Transportation Department (ITD) is proposing to install 9 new street luminaires that will extend from the existing bridge crossing of the South Fork of the Palouse River to the future intersection of the new U.S. 95 and old U.S. 95 intersection just south of the CHS Primeland's grain silos. As is common for ITD projects, ITD installs the light fixtures and the City assumes the responsibility for the future electrical and maintenance costs for the luminaires. ITD is requesting that the City enter into the proposed Cooperative Lighting Agreement that documents each parties' responsibilities with regard to the roadway lighting system. Staff is recommending that the Council approve the proposed

agreement.

PROPOSED ACTIONS: Recommend approval of the proposed Cooperative Lighting Agreement; or provide staff further direction.

Belknap reported the item as written above. Needing no discussion, the Committee recommended approval and that it be placed on the Council consent agenda.

ADJOURN

Meeting adjourned at 3:07 p.m.

COMMITTEE STAFF REPORT

DATE: Monday, November 23, 2020



RESPONSIBLE STAFF

Justin Goodwin

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

Ordinance Amending Moscow City Code Title 7, Chapters 1, 4, 7, 10, 12, 15, and 16 Regarding Construction Regulations (ACTION ITEM) - Justin Goodwin

DESCRIPTION

In 2019, the Idaho Legislature adopted the 2018 International Building, Residential, Mechanical, Existing Building, Fire, and Energy Codes for the construction regulations for Idaho. All local jurisdictions are required to adopt the codes adopted by the State by January 1, of 2021. Beginning in July, the Moscow Building Department Staff and the Building Code Advisory Committee conducted four meetings to review the proposed changes to the International Codes as adopted by the State of Idaho and recommended adoption with some modifications. The proposed ordinance would adopt the 2018 International Codes with the modifications proposed by Staff and the Building Code Advisory Committee. The proposed ordinance has been scheduled for public hearing before City Council at the Council's upcoming December 7, 2020 meeting.

STAFF RECOMMENDATION

Recommend forwarding the proposed ordinance for public hearing at the Council's upcoming December 7, 2020 meeting.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend forwarding the proposed ordinance for public hearing at the Council's upcoming December 7, 2020 meeting; or provide staff further direction.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. 2018 Construction Regulation Ordinance_Draft

ORDINANCE NO. 2020 -

AN ORDINANCE OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROVIDING FOR THE AMENDMENT OF MOSCOW CITY CODE TITLE 7, CHAPTERS 1, 4, 7, 10, 12, 15, AND 16; PROVIDING FOR THE AMENDMENT OF THE CONSTRUCTION REGULATIONS CODE; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE BE DEEMED SEVERABLE; AND PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM THE DATE OF ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the City has adopted a number of international and uniform codes in order to promote health, safety, and welfare within the community; and

WHEREAS, the changes recommended herein are the result of careful review by City staff (particularly the City Building Official), and Building Code Advisory Committee; and

WHEREAS, the International Building Code (hereinafter “IBC”) applies to the erection, construction, enlargement, alteration, repair, moving, removal, conversion, demolition, occupancy, equipment use, height, area and maintenance of buildings and structures within the City; and

WHEREAS, Council believes that it is in the best interest of the City to adopt the 2018 Edition of the IBC, with amendments, to replace the currently adopted 2015 Edition of the IBC; and

WHEREAS, the International Existing Building Code (hereinafter “IEBC”) applies where an existing building is remodeled, repaired, or otherwise undergoes a change of use/or occupancy; and

WHEREAS, the Council believes that it is the best interest of the City to adopt the 2018 Edition of the IEBC to replace the currently adopted 2015 Edition of the IEBC; and

WHEREAS, the Council believes its is in the best interest of the City to adopt the 2018 Edition of the International Energy Conservation Code (hereinafter “IECC”) to replace the currently adopted 2015 Edition of the IECC; and

WHEREAS, the International Mechanical Code (hereinafter “IMC”) and Parts V and VI of the International Residential Code (hereinafter “IRC”) applies to the installation of heating and cooling duct, heating ventilation air cooling (HVAC) equipment, repair, moving and removing of HVAC equipment.

WHEREAS, the Council believes its in the best interest of the City to adopt the 2018 Edition of the IMC to replace the currently adopted 2012 Edition of the IMC; and

WHEREAS, the International Fuel Gas Code (hereinafter “IFGC”) applies to the installation, repair, moving and removing of gas piping; and

WHEREAS, the Council believes its in the best interest of the City to adopt the 2018 Edition of the IFGC to replace the currently adopted 2012 Edition of the IFGC; and

WHEREAS, the International Fire Code (hereinafter “IFC”) applies to the alteration, repair, moving, removal, demolition of fire sprinkling systems and occupancy, equipment use and height of buildings and structures within the City; and

WHEREAS, the Council believes its in the best interest of the City to adopt the 2018 Edition of the IFC to replace the currently adopted 2015 Edition of the IFC; and

WHEREAS, the International Residential Code (hereinafter “IRC”) applies to the erection, construction, enlargement, alteration, repair, moving, removal, conversion, demolition, occupancy, equipment use, height, area and maintenance of one and two family buildings and structures within the City; and

WHEREAS, the Council believes its in the best interest of the City to adopt the 2018 Edition of the IRC to replace the currently adopted 2012 Edition of the IRC; and

WHEREAS, on December 7, 2020 the City Council conducted a public hearing and considered and adopted the amendments contained herein;

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

SECTION 1: That Moscow City Code Title 7, Chapter 1 be amended as follows:

Sec. 1-1. Adoption of International Building Code.

The International Building Code, ~~2015~~ 2018 Edition, published by the International Code Council is hereby adopted as the official building code of the City, and shall apply to the erection, construction, enlargement, alteration, repair, moving, removal, conversion, demolition, occupancy, equipment, use, height, area and maintenance of buildings and structures in the City.

The Clerk shall keep one (1) certified copy of the current adopted editions of the International Building Codes on file.

(Ord. 97-31, 9/27/97; 99-29, 8/16/99; 2001-17, 09/17/2001; 2002-22; 12/02/02; 2005-01, 01/18/2005; 2007-18, 12/17/2007; 2010-25, 12/20/2010; 2014-01, 01/21/2014; 2017-17, 12/18/2017)

Sec. 1-2. Amendments to International Building Code.

The following amendments to the adopted sections of the International Building Code, ~~2015~~ 2018 Edition, are hereby made:

~~Sections 102.6 shall be amended to read:~~

~~—The legal occupancy of any structure existing on the date of adoption of this Code shall be permitted to continue without change, except as is specifically covered by this Code or as deemed necessary by the Building Official for the general safety and welfare of the occupants and the public.~~

~~—Section 103 is amended to read as follows:~~

~~*Creation of Enforcement Agency Section 103.1.* There is hereby established in this jurisdiction a code enforcement agency which shall be under the administrative and operational control of the Building Official. The Building Official shall develop such rules, regulations and standards as are necessary for the efficient administration of this chapter.~~

~~Section 103.2 shall be amended to read as follows:~~

~~—The Building Official, if any, shall be appointed by the chief appointing authority of the jurisdiction.~~

Section 103.3 shall be amended as follows:

The last sentence of this section is hereby deleted.

~~Section 105.2(4) shall be amended to read as follows:~~

~~—Retaining walls retaining less than forty-eight inches (48”) of earth, unless supporting a structure, a slope greater than 3:1 or impounding Class I, II, or III—A liquids.~~

Section 107.1 shall be amended as follows:

Section 107.1 Exception: The building official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional, if it is found that the nature of the work applied for is such that it does not affect structural components, life, and fire safety requirements, or accessibility requirements, and that review of construction documents is not necessary to obtain compliance with this Code.

Section 111 All references to the Building Official in this section shall amended to the ‘authority having jurisdiction’.

~~*Section 308.3.4 Five or Fewer Persons Receiving Care.* A facility such as the above with five (5) or fewer persons receiving care shall be classified as Group R-3 or shall comply with the International Residential Code provided an automatic sprinkler system is installed in accordance with Section 903.3.1.3 or installation of a NFPA 13R sprinkler system.~~

~~—Section 308.4 shall be amended with the deletion of “Foster Care Facilities”.~~

~~—Section 308.4.1 shall be deleted.~~

Section 901.8 shall be amended as follows:

Section 901.8 Pump and Riser Room Size. Fire pump and automatic sprinkler system riser rooms shall be designed with adequate space for all equipment necessary for the installation, as defined by the manufacturer, with sufficient working room around the stationary equipment. Clearances around the equipment to elements of permanent construction, including other installed equipment and appliances shall have a minimum of thirty inches (30”) of clearance to allow inspection, service, repair, or replacement without removing such elements of permanent construction or disabling the function of a required fire resistance rated assembly. Fire pump and automatic sprinkler system riser rooms shall be provided with a door(s) and unobstructed passageway large enough to allow removal of the largest piece of equipment.

Section 903.2.8 shall be amended to read as follows:

Exception: An automatic fire sprinkler is not required in Group R containing two (2) units or less.

Section 915.1 shall be amended as follows:

Section 915.1 Carbon Monoxide Alarms. New and existing group I or R occupancies located in a building containing a fuel-burning appliance or a building which has an attached garage, where a permit is required for additions, remodels, and/or gas mechanical work, shall be equipped with single station carbon monoxide alarms.

Section 1019.2.1 Exit Access in an Ambulatory Care Facility with a ramp, the ramp landing

at the egress door will be eighty inches (80") wide by sixty-four inches (64") long, to allow for stretcher access to and from the building.

Exception: Alternate means to gain access to the facility with a stretcher, shall be approved by the authority having jurisdiction ~~of the Fire Department~~.

Section ~~1503.4~~ 1502.5 *Roof Drainage shall read as follows:*

Design and installation of roof drainage systems shall comply with the Idaho State Plumbing Code, 2015 Edition.

Roof drainage shall terminate on the same property as the building or be connected with tight joint pipe to an approved storm collection system, or other approved drainage system.

Section 1602. ~~1~~ 2 shall be ~~amended~~ *added* to include the following definitions:

Balcony, exterior: An exterior floor projecting from and supported by a structure without additional independent supports.

Table 1607.1 shall be amended as follows:

...

5. Balconies (exterior) and decks^h

Unsupported balconies shall have a minimum live load of one hundred pounds (100 lbs.) per foot².

...

Section 1607. ~~12~~ 13 shall have added:

All roofs shall be designed to carry a minimum of forty (40) pounds per square foot (psf), unit live load, plus all required unit dead load. Potential accumulation of snow at valleys, parapets, roof structures and offsets in roofs of uneven configuration shall be considered.

Section 3002.4 shall be amended as follows:

Section 3002.4 Where elevators are provided in buildings three (3) or more stories above, or three (3) or more below, grade plane, not fewer than one (1) elevator shall be provided for fire department emergency access to all floors. The elevator car shall be of such a size and arrangement to accommodate an ambulance stretcher twenty four inches by eighty four inches (24" x 84") with not less than five inch (5") radius corners, in the horizontal, open position, and shall be identified by the international symbol for emergency medical services. The symbol shall not be less than three inches (3") in height and shall be placed inside on both sides of the hoist way door frame.

Section 3002.4.1 shall be amended as follows:

Section 3002.4.1 In health care facilities, two (2) stories or more with an elevator, at least one (1) elevator will meet the criteria of 3002.4

(Ord. 2002-22, 12/02/02; 2005-01, 01/15/2005; 2007-18, 12/17/2007; 2010-25, 12/20/2010; 2014-01, 01/21/2014; 2017-14, 12/18/2017; 2017-17, 12/18/2017)

...

Sec. 1-5. Adoption of Manufactured Home Installation Standard.

A. The Idaho Manufactured Home Installation Standard, ~~2004~~ *2018* Edition, published by the Idaho Division of Building Safety, is hereby adopted as the official manufactured installation standard of the City of Moscow, Idaho, and shall apply to the erection, construction, enlargement, and alteration of manufactured homes in the City.

B. The City Clerk shall keep one (1) copy of the current adopted edition of the Idaho Manufactured Home Installation Standard on file.

(Ord. 2000-24, 10/2/2000; 2002-22, 12/02/02; 2010-25, 12/20/2010)

SECTION 2: That Moscow City Code Title 7, Chapter 4 be amended as follows:

Sec. 4.1. Adoption of Code.

A certain document, one (1) certified copy of which is kept on file by the Clerk, being marked and designated as the International Fuel Gas Code, ~~2012~~ 2018 Edition, as edited, copyrighted and published by the International Code Council is hereby adopted.

(Ord. 2005-01, 01/18/2005; 2007-18, 12/17/2007; 2010-26, 12/20/2010; 2014-20, 12/01/2014)

Sec. 4-2. Amendments to the International Fuel Gas Code.

Section 103.2 shall be amended as follows:

The Building Official, if any, shall be appointed by the chief appointing authority of the jurisdiction.

Section 303.3 shall be amended by the deletion of exceptions 3 and 4.

~~Section 406.4.1 shall be amended to read: Test Pressure and Duration. Low pressure gas piping systems shall be tested at twenty (20) psi for a duration of twenty (20) minutes. High pressure gas piping systems shall be tested at thirty (30) psi for a duration of sixty (60) minutes.~~

~~Section 406.4.2 shall be deleted.~~

Section 503.4.1.1.2 shall be added:

Section 503.4.1.1.2 Testing: All plastic pipe located within a structure used for venting flue gases shall be tested at five (5) psi for fifteen (15) minutes duration.

(Ord. 2005-01, 01/18/2005; 2010-26, 12/20/2010)

Sec. 4-3. City Not Liable.

Adoption by the City of the International Fuel Gas Code, ~~2012~~ 2018 Edition, shall not relieve the owner or contractor of any responsibility or liability for compliance with said Code, nor shall the City assume such liability through the issuance of any permit or certificate of inspection or by reason of inspection.

(Ord. 2005-01, 01/18/2005; 2007-18, 12/17/2007; 2010-26, 12/20/2010; 2014-20, 12/01/2014)

SECTION 3: That Moscow City Code Title 7, Chapter 7 be amended as follows:

FIRE PREVENTION

Sec. 7-1: Declaration of intent

Sec. 7-2: Codes adopted and/or amended

Sec. 7-3: Amended, Deletions and additions

Sec. 7-4: Establishment of ~~Bureau of Fire Prevention~~ Department of Fire Prevention

Sec. 7-5: Terms

Sec. 7-6: Appointment and duties of Fire Chief

Sec. 7-7: Violation; Penalties

Sec. 7-8: Fire lanes on private property, devoted to public use

Sec. 7-9: Safety inspections

Sec. 7-10: Refusal of entry; appeals

...

Sec. 7-2. Codes Adopted and/or Amended.

A. 1. The International Fire Code, adopted by the State Fire Marshal pursuant to authority provided in Title 41, Chapter 2 of the Idaho Code with revisions, additions, deletions, and/or

appendices adopted by the State Fire Marshal and with any further revisions, additions, deletions, and/or appendices as contained in this Chapter, shall be the rules, regulations and ordinances governing and regulating (a) the storage, use and handling of dangerous and hazardous materials, substances, devices and processes; (b) the maintenance of buildings, premises and equipment; (c) the maintenance of adequate egress facilities; and (d) fire safety measures for minimizing losses of life and property.

2. The Clerk shall keep one (1) certified copy of the ~~2015~~ 2018 Edition of the IFC on file. The Clerk shall also keep one (1) copy of the IDAPA 18.01.50 (State Fire Marshal's adoption of the International Fire Code ~~2015~~ 2018 Edition, with amendments) on file. The City shall have on file for inspection the various publications of the National Fire Protection Association (International) that are referenced by the IFC.

B. In addition to appendices adopted by the State Fire Marshal, the following appendices to the IFC are adopted as part of the IFC:

1. Appendix H. Hazardous Materials Management Plan (HMMP) and Hazardous Materials Inventory Statement (HMIS) instruction;
2. Appendix I. Fire Protection Systems – Noncompliant Conditions;
3. Appendix K. Construction Requirements for existing Ambulatory Care facilities.

(Ords. 99-36, 12/6/99; 2001-17; 09/17/2001; 2003-11; 05/19/03; 2005-02, 01/18/2005; 2008-21, 09/15/2008; 2011-17, 10/03/2011; 2014-11, 07/07/2014; 2018-06)

Sec. 7-3. Amendments, Deletions and Additions.

The IFC is hereby amended as follows:

A. *Section 105.1.1 Permits* shall be amended as follows:

It shall be unlawful for any person, firm, or corporation to use a building or premises or to engage in any activities for which a permit is required by the authority having jurisdiction without first having obtained such permit. Permits may be required from the ~~Bureau of Fire Prevention~~ Department of Fire Prevention.

A permit from the ~~Bureau of Fire Prevention~~ Department of Fire Prevention shall be required at all times for the following activities, operations, practices or functions:

1. Carnivals and Fairs;
2. Explosives (Fireworks);
3. Open Burning (delete the exception); and
4. Pyrotechnic Special Effects Material.

B. *Section 505.1 Address Identification.*

1. New and existing buildings shall be provided with approved address numbers or letters. Each character shall not be less than four inches (4") in height and not less than one half inch (1/2") in width. They shall be installed on a contrasting background and be plainly visible from the street or road fronting the property anytime of day. When required by the Fire Code Official, address numbers shall be provided in additional approved locations to facilitate emergency response and shall be not less than four inches (4") in height and not less than one half inch (1/2") in width and shall be reflective. Where access is by means of a private road, if the building address cannot be viewed from the public way, a monument, pole or other approved sign or means shall be used to identify the structure. Address numbers shall be maintained.
2. Driveway serving more than one address shall be required to install an address sign at the entrance of the driveway indicating the lowest address and highest address with a hyphen between the numbers.

3. Apartment or commercial buildings containing stairways/ramps shall have signs visible from the parking areas indicating what apartment/business number are served by that stairway/ramp.
4. Any address numeric located on the non-street side of a building requires the name of the address street to accompany the numeric.
- C. *Section 507.5 Fire Hydrants* shall have added:
Five-inch (5") storz fittings shall be installed on all new hydrants.
- D. *Section 507.5.4 Obstruction* shall have added:
1. No vehicle shall be placed in front thereof or within fifteen feet (15') of either side of said fire hydrant, distance to be measured along curb in each direction from a line drawn from the center of the fire hydrant perpendicular to the curb, except when the Fire Code Official determines and approves a distance less than fifteen feet (15').
2. Except, that an emergency fire, police or ambulance shall be allowed to park in the above designated area for emergency or inspection purposes only.
- E. ~~*Section 703.2.4 Hold Open Devices. Where the International Building Code requires self-closing doors, the Fire Code Official may require magnetic hold open devices that release upon activation of a fire alarm.*~~
Section 705.2.3 Hold open devices.
Where the International Building Code requires self-closing doors in path of egress, a magnetic hold open device that releases upon activation of a fire alarm or loss of power shall be installed.
- F. *Section 903.2.8* shall be amended as follows:
Exception: An automatic fire sprinkler is not required in Group R containing two (2) units or less.
- G. *Section 903.3.6 Hose Threads* shall have added:
Fire hose threads for Fire Department connections shall be two point five inches (2.5").
- H. *Section 907.1 Fire Alarm and Detection Systems* shall have added:
Partial or Limited Detection systems are Allowed. If notification devices are provided, they shall meet requirements of Subsection 7.3.G.1 herein.
- I. *Section 915.1* shall be amended as follows:
Section 915.1 Carbon Monoxide Alarms. New and existing group I or R occupancies located in a building containing a fuel-burning appliance or a building which has an attached garage, where a permit is required for additions, remodels, and/or gas mechanical work, shall be equipped with single station carbon monoxide alarms.
- J. *Section 2305.1.1 Delivery Vehicle Location* shall have added:
In making a delivery of Class I liquids to a bulk plant and to a service station, the tank vehicle shall be completely off the street and sidewalk area.
- K. ~~*Section 5706.1.1 Special Operations*~~ is amended to read as follows:
3. (a) Any person, firm, or corporation desiring to install a bulk plant for the handling or storage of flammable liquids within the corporate limits of the City, shall make application to the ~~Bureau of Fire Prevention~~ Department of Fire Prevention for a permit to do so. Such application shall include a plat or sketch showing the proposed location, a full description of the proposed installation to include the size and character of tanks proposed to be installed, a statement as to whether the tanks are to be located above or underground, and proposed measures for fire protection.

- (b) This application shall be submitted to the Council, together with a recommendation of said ~~Bureau of Fire Prevention~~ Department of Fire Prevention as to the action to be taken.
- (c) The Council shall act on said application at the earliest possible date by accepting or rejecting same, and its decision shall be final.
- (d) The Clerk shall notify the ~~Bureau of Fire Prevention~~ Department of Fire Prevention in writing of the action taken by the Council on the application. If the action of the Council is favorable, the ~~Bureau of Fire Prevention~~ Department of Fire Prevention will issue the permit. If not, the permit shall be denied.
- L. *Section 604.2.2.7 605.12.5 Treatment Systems* shall have added:
Exception: Upon approval of the ~~Fire Chief~~ Fire Code Official, emergency response kits recommended by the Chlorine Institute may be used for chlorine gas product leaks in lieu of the treatment system requirements of this section as long as there are an adequate number of responders immediately available who are trained in their use and who are acceptable to the ~~Fire Chief~~ Fire Code Official.
- M. *Chapter 80, Referenced Standards*, shall have added: Beginning on page 463 of the NFPA Referenced Standards, the most current NFPA standards shall be considered part of the requirements of the IFC to the prescribed extent of each such reference.
(Ords. 2003-11; 05/19/03; 2005-02, 01/18/2005; 2008-21, 09/15/2008; 2008-24, 12/01/2008; 2011-17, 09/19/2011; 2014-11, 07/07/2014; 2018-06, 04/16/2018)

Sec. 7-4. Establishment of ~~Bureau~~ Department of Fire Prevention.

- A. The IFC as amended, deleted and added to shall be enforced by the ~~Bureau of Fire Prevention~~ Department of Fire Prevention in the Fire Department of the City, which is hereby established and which will be operated under the supervision of the Chief of the Fire Department.
- B. The Chief of the Fire Department may detail such members of the Fire Department as inspectors as shall from time to time be necessary.
(Ord. 2003-11; 05/19/03; Ord. 2005-02, 01/18/2005; 2008-21, 09/15/2008)

Sec. 7-5. Terms.

- A. Wherever the word "Municipality" is used in the IFC, as amended, deleted or added to, it shall be held to mean "City."
- B. Whenever the words "Chief of the ~~Bureau of Fire Prevention~~ Department of Fire Prevention" are used in the IFC, as amended, deleted or added to, they shall be held to mean "Fire Chief of the City of Moscow".
(Ord. 2005-02, 01/18/2005, 2008-21, 09/15/2008)

...

Sec. 7-8. Fire Lanes on Private Property, Devoted to Public Use.

- A. The Chief of the ~~Bureau of Fire Prevention~~ Department of Fire Prevention with the Chief of Police shall have the power to designate fire lanes and access roads and their markings on private property devoted to public use.
- B. Parking of motor vehicles or otherwise obstructing fire lanes shall be prohibited at all times.

Sec. 7-9. Safety Inspections.

- A. No inspection shall take place during the nighttime hours unless the inspector has probable

cause to believe that life-threatening circumstances exist on the premises or the owner or a resident consents to the inspection.

- B. All commercial buildings, including buildings of three (3) or more units used for residential uses, shall be subject to inspection during daylight hours. Owners or residents may demand twenty-four (24) hours' notice of such inspection.
- C. Single family or duplex dwellings may not be inspected unless such inspection has been requested by the owner or a resident, or the inspector has cause to believe that a dangerous situation exists or that a law, code, or ordinance related to the safe and proper use of the premises exists.
- D. When violations are noted by the ~~Fire Marshal's office~~, Department of Fire Prevention the owner/and occupants shall be given at least thirty (30) days to correct the noted violations, unless the violations are life threatening. If the violations are life threatening, a shorter time period may be given or the property may be ordered vacated. After expiration of the period given for correction, the premises may be reinspected.
- E. Inspection Fee. A fee, as set from time to time by Resolution of the Council, shall be assessed for reinspection of premises at which violations have been noted. The fee for an inspection may be waived if it is found that all necessary corrections have been completed. If, after the original inspection and three (3) reinspections of the premises, the owner or occupant has failed to correct the safety violations the ~~Fire Marshal~~ Fire Code Official may order the premises to be vacated and that the premises not be utilized until all corrections have been made and inspected. The owner of the premises shall be responsible for all fees charged pursuant to this section. The Council may, from time to time, amend the fees charged under this section by resolution.

(Ord. 2003-11; 05/19/03; Ord. 2005-02, 01/18/2005; 2008-21, 09/15/2008; 2018-06, 04/16/2018)

Sec. 7-10. Refusal of Entry; Appeals.

- A. Should entry to any building, structure or premises be refused the Fire Chief or a ~~fire prevention-inspector~~ Fire Code Official having a right of entry under any adopted City Code, the Fire Chief may utilize any remedy available under the IFC, this Code, or the Idaho Code. Such refusal of entry shall also be grounds for revoking the Certificate of Occupancy for the premises.
- B. Termination of a Certificate of Occupancy by the ~~Fire-Chief~~ Fire Code Official may be appealed to the Board of Appeals for a hearing on the issue. Appeal to this Board must be made in writing by the property owner. If made within ten (10) days of the date that the termination notice is served, such appeal shall stay termination until the matter can be heard by the Board.

(Ord. 2003-11; 05/19/03; Ord. 2005-02, 01/18/2005; 2008-21, 09/15/2008)

SECTION 4: That Moscow City Code Title 7, Chapter 10 be amended as follows:

Sec. 10-1. Adoption of Code.

A certain document, one (1) certified copy of which is kept on file by the Clerk, being marked and designated as the International Mechanical Code, ~~2012~~ 2018 Edition, as edited, copyrighted and published by the International Code Council is hereby adopted.

(Ord. 2001-17; 09/17/2001; 2005-01, 01/18/2005; 2007-18, 12/17/2007; 2010-26, 12/20/2010; 2014-20, 12/01/2014)

Sec. 10-2. Amendments to the International Mechanical Code

~~Section 507.2.1.1 shall be amended by deleting the language “A method of interlock between an exhaust hood system and appliances equipped with standing pilot burners shall not cause the pilot burners to be extinguished. A method of interlock between an exhausted system and cooking appliances shall not involve or depend upon any component of a fire extinguishing system.”~~

~~—Section 507.2.1.2 shall be amended by adding the language “Exception. This section only pertains to foods manufactured one year past the date of adoption of this code by the City of Moscow.”~~

Section 850.3 shall be amended by adding the language “or approved as per manufacturer’s specifications.”

(Ord. 2014-20, 12/01/2014)

Sec. 10-3. City Not Liable.

Adoption by the City of the International Mechanical Code, ~~2012~~ 2018 Edition, shall not relieve the owner or contractor of any responsibility or liability for compliance with said code, nor shall the City assume such liability through the issuance of any permit or certificate of inspection or by reason of inspection.

(Ords. 89-15, 7/10/89; 92-17, 8/3/92; 97-31, 9/25/97; 99-29, 8/16/99; 2005-01, 01/18/2005; 2007-18, 12/17/2007; 2010-26, 12/20/2010; 2014-20, 12/01/2014)

SECTION 5: That Moscow City Code Title 7, Chapter 12 be amended as follows:

Sec. 12-1. Adoption of Code.

The International Existing Building Code, ~~2012~~ 2018 Edition, as published by the International Code Council, is hereby adopted as an official Code of the City. One (1) certified copy of this Code shall be kept on file by the Clerk for public use.

(Ord. 2001-17; 09/17/2001; 2005-01, 01/18/2005; 2007-18, 12/17/2007; 2010-26, 12/20/2010; 2014-01, 01/21/2014)

...

Sec. 12-3. City Not Liable.

Adoption by the City of the International Existing Building Code, ~~2012~~ 2018 Edition, shall not relieve the owner or contractor of any responsibility or liability for compliance with said Code, nor shall the City assume such liability through the issuance of any permit or certificate of inspection or by reason of inspection.

(Ords. 89-15, 7/10/89; 92-18, 8/3/92; 97-31, 9/25/97; 99-29, 8/16/99; 2005-01, 01/18/2005; 2007-18, 12/17/2007; 2010-26, 12/20/2010; 2014-01, 01/21/2014)

SECTION 6: That Moscow City Code Title 7, Chapter 15 be amended as follows:

Sec. 15-1. Adoption of Code.

The International Energy Conservation Code, ~~2015~~ 2018 Edition, ~~with 2009 Amendments for Residential, published by International Code Council~~, is hereby adopted as an official Code of the City applicable to all occupancies within the City.

The Clerk shall keep one (1) certified copy of the current adopted Edition of the International Energy Conservation Code on file.

(Ord. 2005-01, 01/18/2005; 2007-18, 12/17/2007; 2010-25, 12/20/2010; 2017-17, 12/18/2017)

Sec. 15-2. Amendments to the International Energy Conservation Code.

~~The following Section 403.5.1 shall be amended as follows:~~

~~Section 403.5.1, 2009 International Energy Conservation Code. Whole House Fan Ventilation. All dwelling units shall have a whole house fan installed rated at one hundred (100) cubic feet per minute (cfm) or more. The whole house fan shall be activated by a twenty-four (24) hour timer set to run the exhaust fan. A humidistat may be installed in place of a timer.~~

(Ord. 2005-01, 01/18/2005; 2007-18, 12/17/2007; 2010-25, 12/20/2010; 2017-17, 12/18/2017)

Sec. 15-3. City Not Liable.

Adoption by the City of the International Energy Conservation Code, ~~2009~~ 2018 Edition, ~~with 2009 Amendments for Residential~~, shall not relieve the owner or contractor of any responsibility or liability for compliance with said Code, nor shall the City assume such liability through the issuance of any permit or certificate of inspection or by reason of inspection.

(Ord. 2005-01, 01/18/2005; 2007-18, 12/17/2007; 2010-25, 12/20/2010; 2017-17, 12/18/2017)

SECTION 7: That Moscow City Code Title 7, Chapter 16 be amended as follows:

Sec. 16-1. Adoption of Code.

Parts I-VI, and IX, and Appendix Chapters A, B, C, D, E, F, G, H, J, M, and Q of the International Residential Code, ~~2012~~ 2018 Edition, published by the International Code Council are hereby adopted as the official building code of the City for one (1) and two (2) family dwellings, townhouses and twin homes, as defined by this Code, and shall apply to the erection, construction, enlargement, alteration, repair, moving, removal conversion, demolition, occupancy, equipment, use, height, area and maintenance of one (1) and two (2) family dwellings, townhouses and twin homes, in the City.

The Clerk shall keep one (1) certified copy of the current adopted edition of the International Residential Code on file.

(Ords. 2002-22, 12/2/02; 2005-01, 01/18/2005; 2007-18, 12/17/2007; 2010-25, 12/20/2010; 2014-20, 12/01/2014)

Sec. 16-2. Amendments to the International Residential Code.

The following amendments to the adopted portions of the ~~2012~~ 2018 Edition of the International Residential Code are hereby made:

~~Section G2406.2 shall be amended by the deletion of exceptions 3 and 4.~~

~~Section G2408.2 shall be amended by the deletion of the exception.~~

Section G2427.4.3 shall be added and shall read as follows: Testing: All plastic pipe located within a dwelling used for venting flue gases shall be tested at five (5) psi for fifteen (15) minutes duration.

~~Section M1502.4.2 shall be amended by deleting the words “not to exceed twelve feet (12’)” and inserting the words “not to exceed four feet (4’) or every joint”.~~

~~Section M2101.10 shall be amended by replacing the words “fifteen (15) minutes” with the words “thirty (30) minutes”.~~

Creation of Enforcement Agency

Section R103.1. There is hereby established in this jurisdiction a code enforcement agency which shall be under the administrative and operational control of the Building Official. The Building Official shall develop such rules, regulations and standards as are necessary for the efficient administration of this Chapter.

Section R302.5.4 shall be added: Openings between the garage and the residence shall be equipped with a minimum of two (2) self-closing hinges.

~~Section R302.6 shall be replaced with the following language: The garage shall be separated from the residence and its attic area by not less than five eighths inch (5/8") gypsum board applied to the garage side. Where the separation is a floor-ceiling assembly, the structure supporting the separation and the ceiling shall be protected by not less than five eighths inch (5/8") gypsum board or equivalent.~~

~~Table R302.6, "Dwelling/garage Fire Separation" shall be amended to require that all gypsum board shall be five eighths inch (5/8") gypsum board or the equivalent and not one half inch (1/2") gypsum board.~~

~~Section R303.4 shall be replaced with the following language:~~

~~R303.4 Mechanical Ventilation. Dwelling units shall be provided with whole house mechanical ventilation in accordance with Section M1507.3.~~

~~—Exception: Where the air infiltration rate of a dwelling unit is equal to five (5) air changes per hour or greater when tested with a blower door at a pressure of zero point two inch (0.2) w.e. (50 Pa) in accordance with Section N1102.4.1.2.~~

~~Section R308.4 "Hazardous locations" For Glazing shall be amended by the deletion of exception 2 in R308.4.3.~~

~~Section R308.4.5 shall be amended by inserting the words "and horizontally" after the word "vertically" and before the word "above" and by the deletion of the exception in R308.4.7.~~

~~—Section R311.3 shall have the following sentence deleted: "The width of each landing shall not be less than the door served." The following sentence shall be added to Section R311.3: "All landings shall have minimum width of thirty six inches (36")."~~

~~—Section R311.3.1. shall be amended by deleting the Exception.~~

~~—Section R315.2 shall be amended by inserting the words 'for additions, re-models, and/or gas/mechanical work' after the word "permit" and before the word "occurs", with deletions of exceptions 1 and 2 of 312.1.2.~~

~~—Table R403.1 to be amended as follows:~~

~~—When one (1) floor is supported by the foundation, thickness of the foundation wall shall be six inches (6") if concrete, and eight inches (8") if unit masonry when the foundation wall is forty-eight inches (48") or less in height. When the foundation wall is forty eight inches (48") or more in height and one (1) floor is supported by the foundation, thickness of the foundation shall be eight inches (8") if concrete, and eight inches (8") if unit masonry; width of footing shall be sixteen inches (16"); thickness of footing shall be eight inches (8"); depth below undisturbed ground surface shall be thirty inches (30").~~

~~—When two (2) floors are supported by the foundation, thickness of the foundation wall shall be eight inches (8") if concrete, and eight inches (8") if unit masonry; width of footing shall be sixteen inches (16"); thickness of footing shall be eight inches (8"); depth below undisturbed ground surface shall be thirty inches (30") When three (3) floors are supported by the foundation, thickness of the foundation wall shall be ten inches (10") if concrete; and ten inches (10") if unit masonry; width of footing shall be twenty inches (20"); thickness of footing shall be ten inches (10"); depth below undisturbed ground surface shall be thirty inches (30").~~

- ~~— 1. Where unusual conditions or frost conditions are found, footings and foundations shall be required to be engineered.~~
- ~~— 2. The ground under the floor may be excavated to the elevation of the top of the footing.~~
- ~~— 3. Foundations may support a roof in addition to the stipulated number of floors. Foundations supporting roofs only shall be as required for supporting one (1) floor.~~
- ~~— Amend table 404.1.2(2), 404.1.2. (3) to say all foundation walls four feet (4') or less #4 bar twenty-four inch (24") on center vertical and horizontal. Foundation walls more than four feet (4') but less than ten feet ((10') #4 bar eighteen inch (18") on center vertical and horizontal. More than ten feet (10') wall shall be designed by a design professional.~~
- ~~— Section R406.1 shall be amended by deletion, in the first sentence, of the words "that retain earth and enclose interior spaces and floors below grade".~~
- ~~— Section R408.2 shall be amended by the deletion of exceptions 1, 2, 3, and 5.~~
- ~~— Section R501.3 Fire Protection of Floors, shall be deleted in its entirety.~~
- ~~— Table R602.3.1 of the 2012 IRC shall be replaced with Table 602.3.1 of the 2009 IRC.~~
- ~~— Section R602.3.2 Top Plates shall be amended by deletion of the sentence "Joints in plates need not occur over studs." and replacing that sentence with "Joints in plates shall occur over studs."~~
- ~~— Section R703.2 shall be amended by the deletion of exceptions 2 and 3.~~
- ~~— Section M2101.10 shall be amended by replacing the words "fifteen (15) minutes" with the words "thirty (30) minutes".~~

Appendix M shall be amended at Section AM103.1.3.1 by deletion in the first sentence of the words "...and be at least six feet (6') (1,529 mm) tall..."; and by deletion in the second sentence of the words "...to be installed at a minimum of five feet (5') (1,528 mm) above the ground".

Appendix R of the International Residential Code, 2012 Edition, titled "Tiny Homes", shall be added.

Section AR104.1.1 shall be amended to say "... Lofts shall have a floor area of not less than thirty-five (35) square feet (3.25 m), and a maximum of two hundred (200) square feet."

Section AR104.1.3 shall be amended by the deletion of the exception: "Under gable roofs with a minimum slope of 6:12, portions of a loft with a sloping ceiling measuring less than sixteen inches (16") (406 mm) from the finished floor to the finished ceiling shall not be considered as contributing to the minimum required area for the loft."

(Ords. 2002-22, 12/2/02; 2004-24, 05/03/04; 2005-01, 01/18/2005; 2007-18, 12/17/2007; 2010-25, 12/20/2010; 2014-20, 12/01/2014; 2017-17, 12/18/2017; 2019-05, 06/03/2019)

Sec. 16-3. City Not Liable.

Adoption by the City of the International Residential Code, ~~2012~~ 2018 Edition, shall not relieve the owner or contractor of any responsibility or liability for compliance with said Code, nor shall the City assume such liability through the issuance of any permit or certificate of inspection or by reason of inspection.

(Ords. 2005-01, 01/18/2005; 2007-18, 12/17/2007; 2010-25, 12/20/2010; 2014-20, 12/01/2014)

SECTION 8: SEVERABILITY. Provisions of this Ordinance shall be deemed severable and the invalidity of any provision of this Ordinance shall not affect the validity of remaining provisions. The remaining sections of Title 7 shall be in full force and effect.

SECTION 9: EFFECT ON OTHER ORDINANCES. Where the definitions contained in this Ordinance are in conflict with relevant portions of the City of Moscow, Idaho, Municipal Code, the definitions contained within those portions of the Moscow Municipal Code will be unaffected until such time, if any, as they are amended to be consistent with this Ordinance.

SECTION 10: EFFECTIVE DATE. This Ordinance shall be effective upon its passage, approval, and publication according to law.

PASSED by the City Council and APPROVED by the Mayor this _____ day of _____, 2020.

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

COMMITTEE STAFF REPORT

DATE: Monday, November 23, 2020



RESPONSIBLE STAFF

Gary Riedner, City Supervisor

ADDITIONAL PRESENTER(S)

OTHER RESOURCES

AGENDA ITEM TITLE

University of Idaho Emergency Services Agreement Renewal (ACTION ITEM) – Gary J. Riedner

DESCRIPTION

The City of Moscow has been providing the University of Idaho emergency response services by contract since 1966. The current Master Agreement for Services was renewed in October 2017 for a term of three (3) years. Staff has been working with the University of Idaho to negotiate the renewal of the Agreement. Changes from the current Master Agreement include:

1. That the initial contract amount for FY2021 will be the same as the contract amount for FY2020 (\$1,460,775), with subsequent increases of 1% in FY2022; 2% in FY2023 and 3% in FY2024 and in subsequent fiscal years.
2. Five (5) year term and renewal.
3. Some additional details regarding the timing of the UI's financial participation in the upcoming purchase of the ladder truck are being discussed and will be completed prior to final approval by the City Council and UI.

The University will be presenting the Master Agreement for Services to the State Board of Education/UI Board of Regents at its December Board meeting.

STAFF RECOMMENDATION

Recommend approval of the draft Master Services Agreement with the University of Idaho.

PROPOSED ACTIONS

PROPOSED ACTIONS: Recommend approval of the draft Master Services Agreement with the University of Idaho, or provide staff further direction.

FISCAL IMPACT

PERSONNEL IMPACT

ATTACHMENTS

1. MasterAgreementForServices;UIRegents(2020)_clean (003)

MASTER AGREEMENT FOR SERVICES

This Master Agreement for Services (“Master Agreement”) is made and entered into by and between the Regents of the University of Idaho, a public corporation and state educational institution, and body politic and corporate organized and existing under the Constitution and laws of the State of Idaho (“University”) and the City of Moscow, Idaho, a municipal corporation of the State of Idaho (“City”), collectively the Parties.

RECITALS

University desires to obtain the services described herein of City; and

City has expertise and experience in providing the services described herein for the benefit of the University.

TERMS

The Parties, in recognition of the good and valuable consideration as further described herein, agree as follows:

1.0 Scope of Services

1.1 City agrees to perform such services as are set forth in this Master Agreement with the standard of care and skill customarily provided in the performance of such services, and University agrees to pay City such amounts as are specified in this Master Agreement, all upon the following terms and conditions:

1.2 Police Services. City agrees to provide community policing and patrol, tactical team support, and special events support.

1.2.1 Community Policing and Patrol. City will provide seven (7) dedicated sworn police personnel to conduct community policing and patrol, of which three (3)* are exclusive assignments to the Campus Division of the Moscow Police Department (MPD), generally based on the schedule below:

Campus Commander*	Monday-Friday 7:30 a.m. to 4:30 p.m.
Campus Community Policing Officer 1*	Monday-Friday 8:00 a.m. to 4:00 p.m.
Campus Community Policing Officer 2*	Tuesday-Saturday 1:00 p.m. to 9:00 p.m.
Detective/Narcotics	Tuesday-Friday 7:00 a.m. to 5:00 p.m.
Patrol 1	Wednesday-Saturday 5:00 p.m. to 3:00 a.m.
Patrol 2	Saturday-Tuesday 5:00 p.m. to 3:00 a.m.
Patrol 3	Tuesday-Saturday 9:00 p.m. to 7:00 a.m.

All efforts will be made to maintain the above schedule; however, changes may be made to provide flexibility and to address particular needs of the Parties. Whenever reasonably possible, changes should be communicated as soon as known to the University's Executive Director of Safety and Security as identified in Section 11.0.

Community policing and patrol services shall include, but are not limited to the following:

- a) providing community outreach by the police staff to campus constituents including students, staff and faculty;
- b) weekly review and planning meetings with other security and University staff;
- c) dignitary safeguarding;
- d) establishing a presence in the MPD Campus Division University substation;
- e) operating the campus gun locker as per the procedures agreed upon by the Parties;
- f) regular patrols, which may include vehicle, bicycle, or foot patrols as determined by the Parties to be most effective, and which will focus on the campus environment;
- g) at least three [3] special emphasis patrols;
- h) additional records reporting time to assist the University with Clery Act reporting requirements;
- i) regular duty-related overtime; and
- j) enforcement of limited access streets, University-owned streets, and open to the public streets.

The community policing and patrol services described in this Section are in addition to general law enforcement activities of MPD, which often occur on University campus. MPD can and does utilize other personnel within MPD to enforce the laws necessary to meet the University's needs and to fulfill the requirements of this Master Agreement.

1.2.2 Tactical Team Support. City will maintain a tactical team that is appropriately trained in crisis and emergency response that is related to the needs of University. Crisis and emergency response planning will be coordinated between University and City.

1.2.3 Special Events Police Support. City will provide sworn police personnel to provide special events police support for the following events:

- a) Dignitary visits requiring more special events support than can be provided by the Campus Commander and the two (2) Community Policing Officers;
- b) All home football games up to fourteen (14) officers, including command;
- c) All away football games: City may authorize the Campus Commander or designee to travel as member of traveling unit, with University paying for travel-related expenses;
- d) All men's and women's home basketball games up to four (4) officers;
- e) Three (3) special emphasis patrols;
- f) Special bookstore detail;
- g) Jazz Festival;
- h) Borah Symposium;
- i) Bellwood Lectures;
- j) Spring and Winter Commencements held in Moscow;
- k) Board of Regents meetings when held in Moscow.

1.2.4 Campus Division Police Special Services. City will provide Moscow Police Department (MPD) services for the following:

- a) Resident Life Advisors' training on marijuana recognition;
- b) Fraternity, Sorority and resident life students training on alcohol abuse, sexual assault, bystander intervention, etc.;
- c) Fraternities and Sororities will be assigned a specific MPD representative to assist with issues during the academic year;
- d) MPD will attend meetings with Chapter Greek advisors to mediate problems;
- e) MPD will attend and will provide information to the Dean of Students office at conduct meetings;
- f) MPD will provide immediate notification to a designated University representative of major incidents that occur on campus or major incidents involving University students;
- g) MPD will provide security during employee terminations;
- h) MPD may provide unpaid internships for University students to provide opportunity for University students to learn about law

enforcement and for relationship building and community policing purposes;

- i) MPD will provide to the Clery Act Compliance Assistant for University, a weekly summary of incidents that occurred on campus property;
- j) MPD will provide and assist with Clery Act documentation;
- k) When it will not interfere with its law enforcement and criminal investigatory duties, or the prosecution of cases, MPD will assist with University Title IX investigations by providing the University with access to investigatory reports and audio/video recordings of interviews, allowing University staff to observe interviews conducted by MPD, and coordinating investigations with University investigators;
- l) MPD will provide police presence during University football tailgate functions;
- m) MPD will perform threat assessment on subjects attending the University as requested in accordance with law;
- n) MPD will participate in the planning process of high-profile events on campus;
- o) MPD will provide campus substation onsite staffing;
- p) MPD will provide information on off-campus criminal conduct involving University students for University disciplinary purposes;
- q) MPD will participate in the Campus Community Coalition;
- r) MPD will present information about law and regulations, two to three (2 to 3) times a semester to international students;
- s) MPD will participate in presentations sponsored by the counseling and testing center on alcohol and drug use including programs such as the 'house party' or similar programs;
- t) MPD will provide weekly Clery Act reports to the office of public safety and security; and
- u) MPD will meet with student leaders (ASUI) and discuss campus-related issues:
 - Amnesty policies
 - Drug use
 - Sexual assaults
 - Tailgating

- Concerts

1.2.5 Additional Special Events Police Support. Any additional special events police support required by the University and furnished by City is to be charged on an actual as-needed basis, at the per hour, per officer rate, per City Fee Resolution as set by City Council each year. Any such additional special events support must be agreed upon and approved by both the University and City in writing prior to any use.

1.3 Fire Response and Prevention Services. City will provide fire response services through the Moscow Volunteer Fire Department (MVFD) with personnel who are appropriately trained in fire response and appropriately equipped relative to the needs of University, as well as University community fire education and fire prevention services. The MVFD is comprised of full-time City employees, dedicated volunteers from throughout the community, and resident firefighters.

1.3.1 University Community Fire Prevention Education Services. City will provide University community fire prevention education services when requested with reasonable notice by University;

1.3.2 Inspection services to include assistance to the Idaho State Fire Marshal's office as requested or required, including plan review assistance;

1.3.3 Semi-Annual fire safety and compliance inspections for fraternities and sororities;

1.3.4 Maintain a student resident volunteer fire program, which includes providing training and lodging for such student residents while participating in the resident program, which supports career education of University students and results in reduced response times;

1.3.5 Facilitate Emergency Medical Services (EMS) to the University;

1.3.6 Coordinate with the University Executive Director of Public Safety and Security in the preparation and presentation of emergency response and disaster training for University personnel;

1.3.7 Special Events Fire Prevention Services. City will provide necessary equipment for special events fire prevention services. University to pay reasonable costs to City as agreed to between City and University for the requested services;

1.3.8 University agrees to participate in one half (1/2) the cost of a future City purchase of a Fire Department Ladder Truck Engine, which is scheduled to be purchased during the initial five (5) year term of this Master Agreement. The City will provide the University with twelve (12) months' notice prior to the purchase of the Ladder Truck Engine.

1.3.9 The City will provide immediate notification to a designated University representative of major fire response incidents that occur on campus or major incidents involving University students.

1.4 City shall be responsible for any additional functions as are necessary to provide the services set forth in Sections 1.2 and 1.3, including but not limited to emergency services dispatch.

1.4.1 City operates and/or contracts for an Active911 system which generates emergency services information from Whitcom Dispatch. City, pursuant to the Active911 Confidentiality Agreement between MPD and University for Clery Act purposes, allows University access to Active911 to allow notification to University's Executive Director of Safety and Security when it dispatches City personnel to the University campus, as long as it does not interrupt essential emergency communications.

1.4.2 Active911 allows access to University's Executive Director, Safety and Security, for any report of a crime of violence or a felony occurring within the City of Moscow as long as it does not interrupt essential emergency communications.

1.4.3 The notifications from dispatch described in Sections 1.4.1 and 1.4.2 shall be done through the use of Active911 or other similar response notification systems, which access by the University shall be approved and sponsored by City, but for which University shall pay any Active911 license fees.

1.5 City agrees to perform the services set forth in Sections 1.2 and 1.3, to the reasonable satisfaction of the University.

1.6 The University's liaison overseeing the services provided under this Master Agreement is Executive Director, Public Safety & Security or designee.

1.7 The Parties may from time-to-time extend the scope of services or omit services previously ordered, and the provisions of this Master Agreement shall apply to all such additions and omissions. All such additions and omissions must be in a writing executed by both Parties in order to be effective.

2.0 Fees and Expenses

2.1 University agrees to pay one million four hundred sixty thousand seven hundred seventy-five dollars (\$1,460,775) for all services set forth in Section 1.0, with the exception of services as requested by the University, pursuant to Sections 1.2.5 and 1.3.7.

2.2 The amount described in Section 2.1 shall automatically change on October 1, 2021, to include a one percent (1%) annual rate increase.

2.3 The amount described in Section 2.2 shall automatically change on October 1, 2022, to include a two percent (2%) annual rate increase.

2.4 The amount described in Section 2.3 shall automatically change on October 1, 2023, and on October 1 of each subsequent year, including renewals, if any, to include a three percent (3%) annual rate increase from the previous year.

2.5 City agrees that City is solely providing a service to University and no employment relationship is being created under this Master Agreement.

3.0 Term

This Master Agreement shall commence on October 1, 2020, and shall remain in force and effect for a five (5) year term that may, by agreement by the Parties, be extended for one (1) additional five (5) year term or until terminated pursuant to Section 9.0. At the end of the second five (5) year term, this Master Agreement will continue on a year-to-year basis or until terminated by either Party, pursuant to Section 9.0.

4.0 City's Capacity and Responsibilities.

4.1 It is expressly understood that City is an independent contractor and not the agent, partner, or employee of University. City and City's workers are not employees of University and are not entitled to tax withholding, Workers' Compensation, unemployment compensation, or any University employee benefits, statutory or otherwise.

4.2 City shall not have the authority to enter into any contract or agreement to bind University and shall not represent to anyone that City has such authority.

4.3 City represents and warrants to University that in performing the services called for hereunder, City will not be in breach of any agreement with a third party.

4.4 In the event that City subcontracts for the services to be provided herein, City shall remain liable for all obligations and commitments under this Master Agreement and shall ensure that any necessary obligations and commitments flow through to the subcontractor(s) of any tier.

5.0 Confidentiality of Information.

5.1 City and University agree to keep confidential and to not disclose to third parties any information provided by the other Party pursuant to or learned by the other Party during the course of this Master Agreement unless the Party has received the prior written consent of the other Party to make such disclosure. This obligation of confidentiality does not extend to any information that:

5.1.1 Was in the possession of Party at the time of disclosure by the other Party, directly or indirectly; or

5.1.2 Is or shall become, through no fault of either Party, available to the general public; or

5.1.3 Is independently developed and hereafter supplied to either Party by a third party without restriction or disclosure; or

5.1.4 Is required to be disclosed pursuant to the Idaho Public Records Law (Idaho Code §§ 74-101, et seq.) or a lawfully issued subpoena or court order.

5.2 This provision shall survive expiration and termination of this Master Agreement.

6.0 Invoices and Payment Schedule

For services provided under this Master Agreement, other than those under Section 1.2.5 and 1.3.7, City shall provide the University with a single invoice at the beginning of each annual billing period. Invoices shall reference the applicable services under this Master Agreement. University shall pay City with monthly installments pro-rated equally over the ensuing billing period. Such monthly installments shall be paid on the last day of each calendar month. The first payment for each billing period shall be due one (1) month after the invoice is due from City. By way of example, the invoice for the first billing period shall be due to University by October 1, 2020, and shall be paid by University in equal monthly installments by the last day of each calendar month beginning October 31, 2020 and ending September 30, 2021.

Invoices for any services provided under Section 1.2.5 and 1.3.7 must include a copy of the written authorization by University for such additional special events support. Additional services for additional fees outside the Scope of this Master Agreement, need to be in writing and signed by both Parties. These invoices shall be delivered to University no later than the fifteenth (15th) calendar day of the month immediately following the month in which the additional special events support was used. University shall pay the invoice amount within thirty (30) days of receipt of the invoice.

7.0 RESERVED

8.0 Family Education Rights and Privacy Act (FERPA)

When any MPD officer performs duties under this Master Agreement that University employees would otherwise perform, including, but not limited to, those functions in section 1.2.4, that MPD officer will be considered to be acting as a school official and may be provided personally identifiable information from a student's education record protected by FERPA. As to any FERPA-protected information that is shared pursuant to this Section 8.0, City agrees that it is (1) performing an institution service or function for which University would otherwise use employees; (2) under the direct control of University with respect to the use and maintenance of education records; and (3) subject to the requirements of 34 C.F.R. § 99.33(a) governing the use and re-disclosure of personally identifiable information from education records. City agrees that any information provided pursuant to this section may not be re-disclosed to any person without complying with 34 CFR §§ 99.31, 99.32 and 99.33, and that the information may not be used for any reason other than the reason for which it is provided. City agrees to either destroy the education records in a manner that completely protects the confidentiality of the student information, or return the information to University upon the termination of this Master Agreement. Any MPD officer not performing duties under this Master Agreement that would ordinarily be performed by a University employee, including, but not limited to, conducting criminal investigations, is not considered a school official and will not be entitled to obtain personally identifiable information

from a student's education records unless (1) the MPD officer has the written consent of the student; or (2) an exception from 34 CFR § 99.31 to the written consent requirement applies.

University will provide FERPA training to all MPD officers in order for MPD to comply with FERPA requirements.

9.0 Termination of Master Agreement. In the event of termination, each Party will account for the property in its possession belonging to the other Party, and will dispose of it in the manner the other Party directs.

9.1 Termination for Convenience. Either Party may terminate this Master Agreement after the initial five (5) year term or for any reason upon one (1) year's prior written notice after the initial five (5) year term.

In the event of termination for convenience, City shall be paid the pro-rata share of the payment amount in Section 2.1 for work performed up to the time of termination for convenience.

9.2 Termination for Cause.

Either Party may terminate this Master Agreement for cause, after providing the breaching Party with notice of breach and the opportunity to cure within three (3) weeks, which cure time may be longer if mutually agreed to by the Parties in writing.

Cause or breach in this Master Agreement means:

- a) Intentional disclosure of the other Party's confidential information contrary to Section 5 of this Master Agreement;
- b) Failure to perform the services described in this Master Agreement in the manner called for in this Master Agreement;
- c) Failure to comply with any provision of this Master Agreement.

In the event of termination for cause, City shall be paid the pro-rata share of the payment amount in Section 2 for services performed before notice of breach is given. For work performed after notice is given, City shall be paid a reasonable price for services that are performed in accordance with the manner of performance set forth in this Master Agreement.

10.0 Attorneys' Fees

In the event of any controversy, claim or action being filed or instituted between the Parties to this Master Agreement to enforce the terms and conditions of this Master Agreement or arising from the breach of any provision hereof, the prevailing Party will be entitled to receive from the other Party all costs, damages, and expenses, including reasonable attorneys' fees, incurred by the prevailing Party, whether or not such controversy or claim is litigated or prosecuted to judgment. The prevailing Party will be that Party who was awarded judgment as a result of trial or arbitration, or who receives a payment of money from the other Party in settlement of claims asserted by that Party.

11.0 Notice

Any notice under this Master Agreement shall be in writing and shall be delivered either (1) in-person; (2) by delivery service; (3) by certified mail with return receipt requested; or (4) by facsimile. All notices shall be addressed to the Parties at the following addresses or at such other addresses as the Parties may from time to time direct in writing:

University: University of Idaho
Contracts and Purchasing Services
875 Perimeter Drive MS 2006
Moscow, Idaho 83844-2006
Attn.: Director of Contracts and Purchasing Services
Phone: (208) 885-6116
Fax: (208) 885-6060

with Copy to: University of Idaho
Public Safety and Security
875 Perimeter Drive MS 2285
Moscow, Idaho 83844-2285
Attn: Executive Director, Public Safety & Security
Phone: (208) 885-7179
Fax: (208) 885-7001

City: City of Moscow
206 East Third Street
P O Box 9203
Moscow, Idaho 83843
Attn: City Supervisor
Phone: (208) 883-7006
Fax: (208) 883-7018

Any notice shall be deemed to have been given on the earlier of (1) actual delivery or refusal to accept delivery; (2) the date of mailing by certified mail; or (3) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective at time of receipt.

12.0 Entire Agreement; Modification

This Master Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and may not be amended except by an agreement signed by the City and an authorized representative of the University.

13.0 Severability

The terms of this Master Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

14.0 Governing Law; Forum

Any legal proceeding instituted between the Parties shall be in the courts of the County of Latah, State of Idaho, and each of the Parties agrees to submit to the jurisdiction of such courts. It is further agreed that this Master Agreement shall be governed by the laws of the State of Idaho as an agreement to be performed within the State of Idaho.

15.0 Paragraph Headings

The paragraph headings in this Master Agreement are inserted for convenience only and shall not be construed to limit or modify the scope of any provision of this Master Agreement except as expressly stated in such paragraph.

16.0 Non-Waiver

The delay or failure of either Party to exercise any of its rights under this Master Agreement for a breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.

17.0 Assignment

City may not assign the rights or delegate the obligations under this Master Agreement without the University's prior written consent.

18.0 Accounting; Audit

For a period of three (3) years following completion of the services called for hereunder, the University or its authorized representatives shall be afforded access at reasonable times to City's accounting records relating to the services set forth herein in order to audit all charges for the services.

19.0 Nondiscrimination

City shall not discriminate against any employee or applicant for employment in the performance of this Master Agreement, with respect to tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, national origin, religion, sex, sexual orientation and gender identity/expression, age, disability, or status as a Vietnam-era veteran. Breach of this covenant may be regarded as a material breach of this Master Agreement.

20.0 Compliance with Rules, Regulations, and Instructions.

The duties and responsibilities required under this Master Agreement shall be performed in accordance with all local, state and federal law. Failure to perform these obligations in conformity with controlling law may be construed as a material breach of this Master Agreement.

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Master Agreement:

The Regents of the University of Idaho

City of Moscow

Name

Bill Lambert, Mayor

Title

ATTEST:

Laurie M. Hopkins, City Clerk

Date

Date

City of Moscow Paradise Creek Flood Mitigation Project

Scope of Work

July 23, 2020

Aspect Consulting, LLC

Background

Aspect Consulting LLC (Aspect) has been retained by the City of Moscow (City) to evaluate potential alternatives to reduce flood hazards associated with Paradise Creek. The study reach for this evaluation extends along Paradise Creek from Darby Road to south of Troy Highway near the intersection with Styner and White Avenue. Aspect's project partners are Watershed Science & Engineering (WSE) who will work as a sub-consultant to Aspect to provide hydraulic modeling and FEMA mapping support, and JUB Engineers who will work as a sub-consultant to provide ground survey support. The project will involve:

- ✓ *Project and team management and coordination with City staff.*
- ✓ *Public, stakeholder, and City Council information and involvement.*
- ✓ *Reviewing and assessing flooding problems.*
- ✓ *Reviewing and assessing stormwater detention systems.*
- ✓ *Identifying and evaluating flood mitigation alternatives.*
- ✓ *Paradise Creek and stormwater system modeling.*
- ✓ *Estimating flood mitigation alternative costs, benefits, and benefits-cost ratio.*
- ✓ *Preliminary design of preferred flood mitigation components.*
- ✓ *Development of floodplain mapping change documents for submittal to FEMA.*

The project is expected to last approximately 14 months.

Scope of Work

The following scope of work describes the tasks conducted and products provided during the Project.

Task 1 – Project Management

Aspect will:

- 1.1 Provide monthly project status reports, budget and schedule updates, and invoices to the City.
- 1.2 Manage the consultant technical team, including contracting and coordination with subconsultants.
- 1.3 Complete quality assurance reviews on project deliverables to the City.
- 1.4 Prepare for and participate in three stakeholder advisory committee (SAC) tele-workshops and two virtual public open houses. Preparations will include activities such as preparing agendas, handouts, flyers, and posters, and setting-up surveys. Support activities will include leading and

facilitating meetings, reviewing survey results, taking notes, and coordinating with the City. Aspect will discuss the expected committee operations, meeting topics, and schedule with the City and prepare a succinct *Advisory Committee Plan* to help explain and guide the committee process. These meetings/open houses are noted in the following tasks but are expected to include:

- a. **Stakeholder Committee Workshop #1 (held shortly after project initiation):** *Introduce the planning project to the stakeholder advisory committee (SAC); provide background information; solicit input on problems and project priorities, goals, and objectives.*
- b. **Project Open House #1 (held during Task 2):** *Introduce the planning project to property owners within the study area and other community members and stakeholders. Also provide background information about goals and objectives and solicit input on flooding and floodplain problems and priorities.*
- c. **Stakeholder Committee Workshop #2 (held during Task 5):** *Present high priority drainage and flooding problems and potential mitigation approaches, present several preliminary alternatives for discussion and refinement, present City approved alternative evaluation criteria.*
- d. **Stakeholder Committee Workshop #3 (held during Task 6):** *Review the preliminary alternative evaluation results, present the recommended preferred mitigation alternative, review modeling results and potential mapping changes.*
- e. **Open House #2 (held during Task 6):** *Review the alternatives examined and results of the alternative evaluation process; present the preferred mitigation alternative, review modeling results and potential mapping changes.*

1.5 Support interactions with FEMA as requested by the City.

1.6 Prepare for and participate in two video conferences with City Council during the project.

Task 1 Products:

- *Monthly project status reports, budget and schedule updates, and invoices.*
- *Advisory Committee Plan*
- *Stakeholder committee tele-workshops and virtual public open houses materials and notes.*

Task 1 Assumptions:

- *A 14-month project schedule.*
- *City identifies SAC members, forms the committee, and provides committee member contact information to Aspect.*
- *Advisory Committee Plan is prepared as a final document.*
- *City identifies workshop announcement recipients and contact information and sends mailers to announce project workshops.*
- *City sets-up a project webpage on the City's website, and posts project information and related links on the project webpage in support of virtual workshops.*
- *FEMA coordination involves up to three 1-hour phone conference meetings and minor associated preparations.*

- *Video conferences with the City Council last no more than one hour, with minor preparation time.*

Task 2 - Surveying and Data Collection

The Aspect Team will:

- 2.1 Gather and review existing data for the study area including: soils, topography, 2016 3DEP LiDAR data, existing Flood Insurance Study (FIS), existing Flood Insurance Rate Maps (FIRMs), flood photos/records, flood damage information, high water mark data, critical infrastructure and facility mapping, existing and proposed land use, stormwater infrastructure, detention facility as-built, miscellaneous utilities mapping, bridge/culvert data, local/state/federal drainage and floodplain management standards, prior LOMRs and recent flood studies, stream gage data, etc.
- 2.2 Prepare for and hold Project Open House #1 (covered in Task 1). Along with SAC Meeting #1, Open House # 1 will help inform the project team about flooding problems, which will help define the hydraulic modeling approach, which in turn helps establish data needs.
- 2.3 Prepare for and tour the study reach and visit key flooding problem spots. Aspect will perform an initial tour and review of problem spots, while WSE will visit the study area during the modeling tasks for ground truthing purposes. Preparations will include developing a site visit itinerary and brief field safety plan.
- 2.4 Assess data needs and prepare an GIS shapefile to guide the topographic data collection effort. The shapefile will provide a detailed depiction of desired surveyed cross-section locations and orientations along with other survey needs, such as crossing and conveyance structures and limits of flood berms and swales.
- 2.5 Support the City to negotiate access agreements. It is expected that Aspect will provide exhibits, maps, and written explanations for City staff to use when contacting property owners and negotiating access for ground survey. Depending on the quality of the existing LiDAR data, the extent of ground survey work may be modified to reduce the number of necessary property access approvals.
- 2.6 Collect ground survey data. Along with other required survey data, it is assumed that approximately 150 channel cross-sections will be surveyed (including FIS cross sections). Surveyed sections will be up to 100' wide (maybe less depending on LiDAR data) at about 50-60' intervals.
- 2.7 Integrate survey data with existing LiDAR and prepare a topographic basemap in accordance with FEMA standards and requirements.
- 2.8 Review and inspect stormwater detention facilities contributing to the impacted area to verify facility condition. The detention facilities will be visited by Aspect during the site visit discussed in Task 2.3. Aspect will review detention facility data provided by the City prior to the site visit. Detention facility analysis, estimating existing facility performance characteristics (which will involve basin updates and hydrologic modeling), and identifying detention facility optimization or retrofit options will be performed during Tasks 5 and 6.

Task 2 Products:

- *Survey needs shapefile.*
- *Access approval support materials.*

Task 2 Assumptions:

- *Preparing for and holding Project Open House #1 is covered by the Task 1 budget.*
- *Aspect study area tour, review of problem spots, and detention facility visits is completed by one staff person over one day.*
- *City staff participates with Aspect in the study area tour, review of problem spots, and detention facility visits.*
- *Existing LiDAR is adequate, so the planned LiDAR acquisition budget is shifted to help cover the data needs assessment, field visit planning, and detention facility review/site visit.*
- *The City will submit an engineering data request to FEMA to obtain effective FIS hydraulic modeling, workmaps, and hydrologic information.*
- *The effective hydraulic model and associated engineering data will be available from FEMA.*

Task 3 - Hydrologic Analysis

The Aspect Team will:

- 3.1 Review the effective FIS flood discharge data and hydrologic methods.
- 3.2 Review available stream gauge data.
- 3.3 Estimate the magnitude of the 10-, 50-, 100-, and 500-year annual instantaneous peak floods and up to two additional events (e.g. the 2- and 25-year) for Paradise Creek. Peak flow estimates will be based on a statistical analysis of existing annual instantaneous peak flow data from the USGS gage 13346800 Paradise Creek at University of Idaho at Moscow ID. 15 minute and daily gage records will also be used to support development of inflow hydrographs. Data from other past or present gages on Paradise Creek or nearby streams will be reviewed and incorporated if available and appropriate.
- 3.4 Transmit the results of the statistical analysis and recommended steady and unsteady flows to the City.

Task 3 Products:

- *Recommended steady and unsteady flows.*

Task 3 Assumptions:

- *No revisions of the recommended flows is needed.*

Task 4 - Flooding Analysis and Characteristics

The Aspect Team will:

- 4.1 Replicate and run the effective FIS 1-D model using HEC-RAS.
- 4.2 Update topography and cross-section data and add 2-D HEC-RAS sections.
- 4.3 Run the optimized hybrid model and, if feasible, calibrate it to recent flooding observations.
- 4.4 Run the calibrated model and assess existing condition flood impacts and causes, including predictions for the 10-year and 100-year flood events.

- 4.5 Prepare tables and GIS exhibits depicting existing flooding conditions and transmit them to the City for review.
- 4.6 Hold a conference call with City to discuss the existing condition modeling results and any necessary changes.
- 4.7 Update the model to address City comments.
- 4.8 Prepare existing flooding condition tables and GIS exhibits for use in the public and stakeholder process.

Task 4 Products:

- *Draft and final existing flooding condition tables and exhibits.*

Task 4 Assumptions:

- *Effective model is available in digital HEC-2 or HEC-RAS modeling files, so complete reconstruction from written information is not needed.*
- *One City review cycle on the existing flooding condition tables and exhibits, with consolidated comments provided to Aspect for transmittal to the modeling subconsultant.*

Task 5 - Develop Conceptual Flood Hazard Mitigation Alternatives

Aspect will:

- 5.1 Complete a detention facility analysis and estimate existing facility performance characteristics. This will involve updating drainage basins flowing to and from detention facilities, considering existing and potential build-out land uses, hydrologic modeling to estimate detention facility impact on peak flows and hydrographs for up to the 100 year storm event, developing 100 year stormwater hydrographs for outfalls impacting the study area, and assessing the relative impact that local stormwater runoff has/will have on flooding within the study area. This work will help determine if detention facility retrofit projects and/or enhanced detention standards should be embedded in flood mitigation alternatives.
- 5.2 Review information about problems, develop exhibits and written descriptions (tabular form) of up to ten key flooding problems and itemize several potential mitigation solutions/components for each problem, prepare exhibits illustrating the results of the detention analysis, and develop a list of potential flood mitigation alternative evaluation criteria.
 - a. Mitigation components to be considered may include property buyouts; structure elevations; stormwater detention retrofits and/or enhanced standards; stream channel/floodplain storage; overflow swales and conveyance improvements; enhanced flood related public information; enhanced and agency coordination, response planning, and Emergency Operations Center; enhanced flood fighting equipment/public assistance; flood monitoring and early warning systems; enhanced floodplain development regulations; and increased City participation in the NFIP Community rating systems (CRS) to reduce flood insurance rates. Green infrastructure elements such as riparian enhancements or bioengineered features, will be integrated into alternatives where sensible.
 - b. Alternative evaluation criteria to be consider include effectiveness at solving key problems, relative level of flood protection, relative benefit cost rating, enhancing beneficial floodplain

functions, environmental impacts, impact upon existing developed properties, long-term effectiveness, and cost of construction and operation/maintenance.

- 5.3 Prepare for and hold a 2-hour video conference meeting with City staff to review and initially prioritize the key flooding and drainage problems, identify key issues and preliminary preferred mitigation components for discussion with the SAC, review and finalize the flood mitigation alternative evaluation criteria, and prepare an agenda for SAC Workshop #2.
- 5.4 Prepare for and conduct Stakeholder Workshop #2 (covered by Task 1) to present high priority drainage and flooding problems and preliminary preferred mitigation components, present several overall preliminary mitigation alternatives for discussion and refinement, present the City approved alternative evaluation criteria, and select two overall mitigation alternatives (in addition to a no action alternative) that will be analyzed and evaluated in Task 6.
- 5.5 Prepare a brief draft *Flood Mitigation Alternatives Memorandum* describing the two overall mitigation alternatives (in addition to a no action alternative) that will be analyzed and evaluated in Task 6 along with the final evaluation criteria. Perform internal QC review and submit the memo to the City.
- 5.6 Review City comments and hold a conference call with City staff to discuss and resolve comments.
- 5.7 Prepare the final *Flood Mitigation Alternatives Memorandum*

Task 5 Products:

- *Exhibits and written descriptions of key flooding problems and potential solutions.*
- *Recommended evaluation criteria.*
- *Draft and final Flood Mitigation Alternatives Memorandum.*

Task 5 Assumptions:

- *Preparing for and conducting Stakeholder Workshop #2 is covered by Task 1.*
- *Flood Mitigation Alternatives Memorandum is prepared using materials from the City video conference and the results of Stakeholder Workshop #2.*
- *One City review cycle on the Flood Mitigation Alternatives Memorandum.*

Task 6 - Alternative Analysis and Evaluation

The Aspect Team will:

- 6.1 Complete a detention facility optimization and retrofit analysis as needed. This will involve hydrologic modeling to test the effectiveness of potential stormwater detention facility retrofit projects and/or enhanced detention standards for new development (within the two overall mitigation alternatives) at reducing flooding problems.
- 6.2 Develop updated basemap and other information/data to reflect the two initial and optimized flood mitigation alternatives. This information and data will be provided to the modeling subconsultant for integration into the calibrated HEC-RAS model.
- 6.3 Complete hydraulic modeling to test and refine the two flood mitigation alternatives:
 - a. Make HEC-RAS model updates to reflect mitigation alternatives (assuming two alternatives with each alternative being a combination of discrete mitigation components).

- b. Conduct two modeling revisions/runs for each alternative – one run for each initial alternative, and one run for each optimized alternative. Hydraulic model/basemap updates could involve adding swales/side-channels, adding/enlarging conveyance elements, restoring floodplain connectivity, and so on. Updated modeling runs could also involve stormwater outfall hydrology changes to reflect enhanced stormwater detention facilities/standards.
 - c. Prepare results exhibits/maps after each run for discussion with the City.
- 6.4 Estimate the costs of components within each optimized overall alternative, gather data regarding historical flooding costs, project future flooding cost for no-action alternative and the two optimized mitigation alternatives, and complete a preliminary benefit-cost analyses (BCA). FEMA requires the use of BCA Toolkit Version 6.0 to analyze mitigation alternatives.
 - a. Estimate annualized flooding benefits and costs. Mitigation benefits include avoided future costs/losses due to physical damage, loss of service/function, injury or death, displacement costs, emergency management costs, NFIP administration costs, and social & environmental benefits. Mitigation project costs include design, permitting, construction and maintenance costs, contributions, and matching funds.
 - b. Identify mitigation project useful life, recurrence interval, and effectiveness, develop the BCA model.
 - c. Run BCA model scenarios for the two alternatives and estimate the overall benefits-cost ratios BCRs.
- 6.5 Using the approved evaluation criteria, complete a preliminary evaluation of the optimized flood mitigation alternatives.
- 6.6 Prepare for and hold two 2-hour video conference meetings with the City.
 - a. The first meeting will be to discuss the initial modeling results and rough costs for the two alternatives and identify desired changes to optimize the alternatives.
 - b. The second meeting will be to review the results of the optimized modeling runs, updated costs, and preliminary BCRs, and preliminary evaluation results (matrix format), and identify the preliminary preferred alternative for discussion with the SAC.
- 6.7 Prepare for and Conduct Stakeholder Advisory Committee Workshop #3 (covered by Task 1) to review the preliminary evaluation results, review modeling results and potential mapping changes associated with the preliminary preferred alternative, and refine & finalize the preferred flood mitigation alternative.
- 6.8 Prepare an updated preferred alternative planning level cost estimate as needed.
- 6.9 Update the BCA for the preferred alternative as needed and, building on the *Flood Mitigation Alternatives Memo* from Task 5, prepare a *BCA & Alternative Assessment and Selection Memorandum* that describes the alternative evaluation process, the final preferred alternative, the preferred alternative cost, the BCA process, and the preferred alternative BCR. Perform internal QC review and submit the memo to the City.
- 6.10 Prepare a proposed condition effective HEC-RAS model and annotated FIRMs covering the study area.
- 6.11 Prepare GIS maps of updated City drainage basins flowing to the study area showing detention facilities and related existing versus proposed operational information.

- 6.12 Prepare for and conduct project Open House #2 (Covered by Task 1) to review the alternatives examined and results of the alternative evaluation process; present the preferred mitigation alternative, and review modeling results and potential mapping changes.
- 6.13 Prepare a draft *H&H Study Memorandum*. The memo will describe the preferred flood hazard mitigation alternative, itemize pre and post-flood elevations at all FEMA cross-sections, and show annotated FIRM maps illustrating the projected changes to the location and extent of the floodway and 100 and 500-year floodplain boundaries. The memo will refer to and integrate material from Task 3 and Task 4 as needed. Perform internal QC review and submit the *H&H Study Memorandum* to the City for review.
- 6.14 Review and address comments from the City
- 6.15 Prepare the final *H&H Study Memorandum*

Task 6 Products:

- *BCA & Alternative Assessment and Selection Memorandum.*
- *Draft and final H&H Study Memorandum.*
- *Proposed effective model and annotated FIRMs.*
- *Updated drainage basins and detention facility data in GIS.*

Task 6 Assumptions:

- *Preparations for and conducting Stakeholder Workshop #3 and Open House #2 are covered by Task 1.*
- *BCA & Alternative Assessment and Selection Memorandum is prepared as a final product.*
- *One city review cycle on the H&H Study Memorandum.*

Task 7 - Preferred Alternative Preliminary Design and CLOMR Documentation

The Aspect Team will:

- 7.1 Coordinate with the City and FEMA (covered by Task 1) to obtain FEMA's review of, and concurrence with, the preferred alternative.
- 7.2 Upon FEMA concurrence:
 - a. Prepare a preliminary (30%) design and construction plans for the preferred alternative. including estimated construction staging areas and other project details necessary to support Environmental Planning and Historic Preservation (EHP) review. The preliminary plans will generally be plan-view representation of project components in GIS with some preliminary details and enough information to roughly estimate quantities and costs.
 - b. Identify, describe, and map estimated necessary property or easement acquisitions related to the preferred alternative.
 - c. Prepare a final design and construction project budget for the preferred alternative.
 - d. Complete internal QC review and provide the preliminary plans, easement/property acquisition needs, and cost estimate to the City.

- 7.3 Prepare a brief project *Storm Water Management and Treatment Plan* per applicable state and federal standards. The *Storm Water Management and Treatment Plan* will document the stormwater detention analysis conducted during the Project along with recommend detention facility retrofits and/or enhanced detention standards for the study area. The memo will discuss the detention (or retention) and treatment standards in the City's NPDES II Municipal Stormwater Permit and provide related compliance recommendations. Perform internal QC review and submit the *Storm Water Management and Treatment Plan* to the City.
- 7.4 If needed, prepare an updated effective HEC-RAS model based upon the preliminary design work. This will include an updated annotated FIRM showing revised 500, 100 and floodway boundaries water surface elevations at all cross-sections.
- 7.5 Prepare necessary supporting documentation and CLOMR application materials for the FEMA-approved selected alternative.

Task 7 Products:

- *Preliminary design, easement/acquisition needs, and cost estimate.*
- *Storm Water Management and Treatment Plan.*
- *Final effective HEC-RAS model files and annotated FIRM documents.*
- *CLOMR application package.*

Task 7 Assumptions:

- *Since the number and type of flood mitigation facilities being preliminarily designed is unknown, it is assumed that the preliminary design effort (items 7.2 a-d) will proceed on a flexible time and materials basis.*
- *No City review cycle on the preliminary design products.*
- *Storm Water Management and Treatment Plan is prepared as a final product.*
- *Only minor edits to the HEC-RAS hydraulic model and related products.*
- *Final effective HEC-RAS model files, annotated FIRM documents, and CLOMR application package are prepared as final products.*
- *No Endangered Species Act compliance work or documentation is needed.*