



Public Works / Finance Committee

Regular Meeting

Laurie M. Hopkins

~Amended Agenda~

City Clerk

www.ci.moscow.id.us

208.883.7015

Monday

Council Chambers

3:00 PM

January 14, 2019

206 E. Third St.

Action Items

1. Selection Of Committee Chair And Vice Chair (ACTION ITEM)
2. Approval Of Public Works/Finance Committee December 10, 2018 Minutes (ACTION ITEM) – Laurie M. Hopkins

Documents:

[PWF MINUTES OF 12-10-18.PDF](#)

3. Disbursement Report For December 2018 (ACTION ITEM) - Sarah Banks

Staff will present the Accounts Payable Report for the month ending December 2018.

ACTION: Sign the Disbursements Report for the month of December 2018.

Documents:

[DISBURSEMENT REPORT FOR DECEMBER 2018.PDF](#)

4. First Quarter Financial Report (10/1/2018 - 12/31/2018) For FY2019 (ACTION ITEM) - Sarah Banks

Staff will present the financial report for the first quarter of fiscal year 2019 (10/1/2018 - 12/31/2018).

PROPOSED ACTIONS: Approve the report or provide staff further direction.

Documents:

[FIRST QUARTER FINANCIAL REPORT.PDF](#)

5. ~~REMOVED ITEM-Public Meeting - Proposed Lot Division At 433 Southview Avenue (ACTION ITEM) - Leah Carlson~~

~~Nils Peterson and the Moscow Affordable Housing Trust are requesting a lot division for a 9,247 square foot parcel of land located at 334 Southview~~

~~Avenue in the City of Moscow. The owner proposes to establish three townhouse lots of approximately 3,258 sf, 2,591 sf, and 3,398 sf from the original parcel. The subject property is located within the Medium Density (R-3) Zoning District. The minimum lot size for a townhouse lot in the R-3 Zoning District is 2,000 sf and the minimum lot width is 20 feet. The three proposed lots are sufficiently sized to meet these requirements. Property owners within 600 feet of the subject property have been notified of the proposed division and notice of the public meeting was posted on site seven (7) days prior to the public meeting date.~~

~~**PROPOSED ACTIONS:** Take public comment if applicable and recommend approval of the lot division request with no conditions; or recommend approval of the lot division request with conditions; or recommend denial of the lot division request; or provide staff further direction.~~

6. 710 Pullman Road & 805 West A Street Lot Line Adjustment (ACTION ITEM) - Leah Carlson

The applicant, Whipple Consulting Engineers, is proposing a lot line adjustment between two parcels located at 710 Pullman Road and 805 West A Street. The owner is proposing to reduce the parcel addressed 710 Pullman Road from 41,208 square feet to 34,415 square feet and expand the parcel addressed 805 West A Street from 21,506 square feet to 28,303 square feet. This proposal follows a lot division that was approved on April 2, 2018 for the same property, which split the original 62,714 square foot parcel into two parcels of 21,506 square feet and 41,208 square feet in size. The applicant is now requesting a lot line adjustment to better accommodate for the proposed buildings. Both subject properties are located within the Motor Business (MB) Zoning District, where no minimum lot size or lot width exist.

PROPOSED ACTIONS: Recommend approval of the lot line adjustment with no conditions; or recommend approval of the lot line adjustment request with conditions; or recommend denial of the lot line adjustment request; or provide further instruction.

Documents:

[LOT LINE ADJUSTMENT 710 PULLMAN RD AND A STREET.PDF](#)

7. Stormwater Phase II Agreement With Aspect Consulting (ACTION ITEM) - Kyle Steele

In October 2016, the firm Cardno-GS (now Aspect Consulting) of Yakima, Washington was selected to assist the City of Moscow in the structuring and eventual implementation of a Storm Water Utility. Due to budget limitations at the time, the work to accomplish this goal was planned to be conducted in phases with two professional services agreements. The work under this agreement will accomplish the remaining tasks, toward formation of the utility, that were not completed under Phase I of the project. It will include the preparation of a storm water utility customer billing database, a final storm water management program budget and financial plan, development of a storm water user fee ordinance, and technical assistance with various public involvement meetings and workshops. The attached Task Order 2 for professional services in the amount of \$185,000 is for Aspect Consulting to perform this work. The cost of the Task Order exceeds the amount budgeted in the FY2019 budget for the project. Because of the impending approval of

the EPA NPDES Storm Water Permit, staff is recommending that City Council approve the Task Order in order move the project forward. The additional funding will be reallocated from the Sewer Fund's FY2019 Professional Services fund in accordance with the attached memo.

PROPOSED ACTIONS: Recommend approval of Task Order 2 for the professional services of Aspect Consulting in an amount not to exceed \$185,000 or provide staff further direction.

Documents:

[STORMWATER PHASE II AGREEMENT.PDF](#)

8. Local Highway Safety Improvement Program (LSHIP) FY21 Grant Application (ACTION ITEM) - Alisa Anderson

The Highway Safety Improvement Program (HSIP) is a federally funded program aimed at reducing Fatal and Serious Injury crashes on the roadway systems. Local Highway Jurisdictions (LHJs) receive approximately \$8.5 million of the state HSIP funds through the Local Highway Safety Improvement Program (LHSIP), a program administered through the Local Highway Technical Assistance Council (LHTAC). LHJs, such as the City of Moscow, with a Fatal and/or Serious (Type A) crash from 2013 - 2017 are eligible for the program. This federally funded program requires a local match not to exceed 7.34%.

In review and analysis of the citywide crash and accident data for 2013 - 2017, staff has identified a project located on Public Avenue designed to address the high rate of injury crashes and a fatality in this corridor. The project will provide systemic improvements on Public Avenue to extend 2,200 feet from Polk Street to Orchard Avenue. This proposed project will include widening of both lanes from approximately 12 feet with minimal shoulder and adjacent ditch to a full road cross section that includes a 17 foot travel lane (12 feet vehicle and 5 foot bicycle), 5 foot green strip, and 5 foot sidewalk. The project will include the installation of a storm sewer pipe to underground drainage areas that are currently located in roadside ditches, wider asphalt lanes, curb and gutter, green strip, and sidewalk. Additional work may include minor utility adjustments and retaining wall installation where necessary. Total project costs are estimated not exceed to \$1,850,000 requesting \$1,714,000 in federal funding with a local match of 7.34% not to exceed \$136,000.

PROPOSED ACTIONS: Approve submittal of the grant request for the Local Highway Safety Improvement Program (LHSIP) FY21 Application for the Public Avenue Safety Improvement Project with total project costs estimated not exceed to \$1,850,000, federal funding request of \$1,714,000 with a local match of 7.34% not to exceed \$136,000 or provide staff further direction.

Documents:

[LSHIP FY21 GRANT APPLICATION.PDF](#)

Reports

1. 3rd Street Pedestrian/Bicycle Bridge Update - Tyler Palmer

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
December 10, 2018**

4:30 PM

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

The meeting was called to order at 4:30 PM

PRESENT: Kathryn Bonzo Chair, Jim Boland Councilmember, Brandy Sullivan Councilmember

OTHERS: Mayor Bill Lambert

STAFF: Gary J. Riedner, Sarah Banks, Nate Suhr, Bill Belknap, Tyler Palmer, Laurie M. Hopkins

1. Approval of Public Works/Finance Committee November 13, 2018 Minutes – Laurie M. Hopkins

The Committee approved the minutes.

2. Disbursement Report for November 2018 – Sarah Banks

The Accounts Payable Report for the month ending November 2018. This was reviewed, signed and approved by the Public Works/Finance Committee on December 10, 2018.

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

Banks went through the major expenses. Having no questions, the Committee approved and signed the report.

3. ITD State/Local Agreement - 6Th Street LHSIP Project Construction – Alisa Anderson

On May 16, 2016, staff received notification from the Local Highway Technical Assistance Council (LHTAC) that the City was awarded funding through the Local Highway Safety Improvement Program (LHSIP) for the 6th Street Pedestrian Safety Improvements request with total project costs of \$154,409. The design of the project was completed in September 2018 and construction is scheduled for the summer of 2019. The project is located on East 6th Street from Asbury to Jefferson. The safety improvements include ADA compliant curb extensions, ADA pedestrian ramps, and high visibility thermoplastic crosswalks to support existing traffic calming measures implemented by the University of Idaho further west on 6th Street. The City has received the State/Local Agreement and the corresponding Resolution for construction. This was reviewed and recommended for approval by the Administrative Committee on December 10, 2018.

ACTION: Approve the State/Local Agreement and corresponding Resolution for "Construction" of the 6th Street Pedestrian Improvement, Project No. A020 (109), Key No. 20109.

Suhr said the design is complete and created an estimate which allows the City to proceed with the agreement. Six intersections will be improved with pedestrian ramps and curb extensions. Staff anticipates bidding and construction next spring. The Committee recommended approval and that it be placed on the Council consent agenda.

4. 2019 City Limits Designation – Kevin Lilly

Minutes Acceptance: Minutes of Dec 10, 2018 4:30 PM (Regular Items)

Idaho State Code requires that all cities within the State of Idaho designate their legal corporate limits each year. In order to accomplish this, a new legal description of the corporate limits is developed at the beginning of the year that incorporates any and all changes to the City boundary that have occurred during the last calendar year. Because there were no annexations during 2018, it is not necessary to modify the legal description for the City's corporate limits. A simple acknowledgement that the limits remain the same as those adopted in 2018 under Ordinance 2018-04 will be sufficient to comply with state requirements. This was reviewed and recommended for approval by the Public Works/Finance Committee on December 10, 2018.

ACTION: Acknowledge the City of Moscow corporate limits for 2019 remain unchanged.

Palmer said there were no annexations this past year so only have to recognize that the boundaries are the same. Having no questions, the Committee recommended approval and that it be placed on the Council consent agenda.

5. Gotcha Mobility Bike Share Program (ACTION ITEM) – Tyler Palmer

Over the last several years the University of Idaho and the City of Moscow have researched and considered implementation of a Bike Share Program within the City. Consider request to enter into an agreement with the University of Idaho and Gotcha Mobility for an e-bike share program. Gotcha Mobility has been selected as the best-fit shared mobility provider for the University and City of Moscow. Gotcha Mobility provides a complete shared mobility package, including pedal assist e-bikes, e-scooters, and rideshare, which may allow for expanded shared mobility services in the future. The annual cost for 50 Gotcha branded e-bikes is \$45,000 and is proposed that this program expense be shared between the University of Idaho and the City of Moscow. Funding was not appropriated in the FY2019 budget. If approved, funding is proposed to come from overrunning the Non-departmental Public Transit line item (101-140-10-625-12), which would be addressed in the annual open-budget process. This was reviewed and recommended for approval by the Public Works/Finance Committee on December 10, 2018.

PROPOSED ACTIONS: Approve entering into an agreement with the University of Idaho and Gotcha Mobility for an e-bike share program and authorize funding from Non-departmental Public Transit line item (101-140-10-625-12); or take other such action deemed appropriate.

Palmer said the City and U of I have been looking at a bike sharing program for quite some time, including signed proposal that fell through. Have now identified a proposal from Gotcha for a pilot program with 50 e-bikes. The community pays would pay \$75.00 per Gotha-branded bike per month. Each entity would pay \$22,500 for a one year pilot program then regroup and reassess. Gotcha seeks out corporate sponsorships to diminish the amount of the City's commitment. Couch added with the addition of scooters, the cost of each bike drops.

Riedner explained this was not budgeted however Non-Departmental in the General Fund has some flexibility should the Council wish to proceed.

The system is dockless and bikes can be left within the geofenced area. The bikes have GPS and can be tracked. This will allow drop off points to be adjusted accordingly. The contract is for functioning bikes and Gotcha will rotate bikes out as they need replaced or fixed. Every user is required to take a quiz and answer questions within the app. The City and U of I can customize the app with information we want users to be required to look at. More than one bike can be checked out at one time and helmets will be offered. A U of I affiliate can have 30 minutes free daily. Other citizens and visitors have to pay an annual membership or per minute. Once the pilot program data is reviewed those arrangements are adjustable. The target launch date is April 1. The Committee recommended approval and asked it be placed on the Council regular agenda with authority to move forward and negotiate an agreement.

Reports

Third Street Bicycle/Pedestrian Bridge Report - Tyler Palmer

Palmer said staff has identified the best option and placed an order with True North Steel with a delivery in March or April. Geotech work is complete and staff anticipates an early spring installation. The options for alignment of the bridge will be presented to the Transportation Commission on Thursday. The Commission will send a recommendation on to Council. Alignment in the middle could maintain on-street parking and could make installation less expensive. Alignment on the north side assists with future alignment for a multi-modal bridge. The least amount of changes for the network the better. Palmer said by February, the excavation and footings should be complete. Boland requested a monthly update until such time as it is completed.

Adjourn

The meeting was closed at 5:01 PM

Minutes Acceptance: Minutes of Dec 10, 2018 4:30 PM (Regular Items)

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 01/14/2019**Title:** Disbursement Report for December 2018**Responsible Staff:** Sarah Banks

Information

DESCRIPTION: Presentation of the Accounts Payable Report for the month ending December 31st, 2018. A summary of the major expenditures has been approximated by category and represents 95% of the total expenditure of \$2,182,251.20.

Payroll	\$1,029,989.00
Professional Services	74,116.00
Sanitation	306,352.00
Contractual Payments	42,496.00
Supplies	83,459.00
Capital Outlay	229,241.00
Capital Outlay-Vehicles	5,092.00
Utilities	71,386.00
ITD ACH Payment	10,497.00
Capital Outlay-Improvements	184,919.00
<u>ACH Wells Fargo</u>	<u>30,646.00</u>
Total	\$2,068,193.00

STAFF RECOMMENDATION: Approve report.

ACTION: Sign the Disbursements Report for the month of December 2018.

Necessary Resources/Impacts

\$2,182,251.20

Attachments

Disbursement Report FY19

Revenue 2019

Cash & Investments Balances 12_31_2018

DISBURSEMENTS REPORT FOR DECEMBER 2018

DATE	FUND NAME	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	VOID CHECKS	PAYROLL	PAYROLL	GRAND TOTALS
		12/6/2018	12/13/2018	12/20/2018	12/27/2018	12/10/2018 12/26/2018	12/27/2018	12/7/2018	12/21/2018	
BATCH #		00001.12.2018	00002.12.2018	00004.12.2018	00005.12.2018	00003.12.2018 00007.12.2018	00004.12.2018	00100.12.2018	00200.12.2018	
CHECK #'s		89656-89727	89728-89794	89795-89858	89859-89896	Dec CC Ach's	89876	20871-20880	20881-20890	
Fund #										
	ACH for Wells Fargo to be Imported					7,961.75				7,961.75
101	GENERAL	23,010.11	54,039.84	22,441.77	16,363.90	14,001.05		317,161.54	316,646.21	763,664.42
105	STREETS	28,374.59	797.35	6,387.90	37,763.00	98.17		21,633.17	21,943.03	116,997.21
120	RECREATION AND CULTURE	11,144.25	6,772.71	8,162.25	3,660.22	3,241.05		45,575.07	50,223.51	128,779.06
121	MSD COMM. PLAY FIELDS	66.45	73.51			150.00		1,830.14	1,712.89	3,832.99
123	1912 CENTER		7,916.67							7,916.67
128	TRANSIT CENTER	310.22	164.13	1,319.23	890.60					2,684.18
220	WATER	77,664.01	10,122.37	10,073.92	6,766.08	(321.32)		44,484.56	48,964.71	197,754.33
230	SEWER	25,302.51	28,930.38	34,299.67	1,802.44	239.82		46,093.98	45,050.42	181,719.22
240	SANITATION	91,128.09	197,999.19					5,138.37	5,232.44	299,498.09
290	FLEET	22,054.38	1,015.38	864.97	696.15	53.39		12,019.23	12,230.13	48,933.63
295	INFORMATION SYSTEMS	196.61	413.14	13,300.09		5,221.99		16,790.10	17,259.61	53,181.54
320	WATER CAPITAL PROJECTS	1,592.90	14,050.12		5,846.17					21,489.19
330	SEWER CAPITAL PROJECTS		5,748.75		413.84					6,162.59
340	SANITATION CAPITAL PROJ									0.00
350	CAPITAL PROJECTS	170,048.99	127,798.01	40,991.60	13,334.73		(10,497.00)			341,676.33
355	LID CONSTRUCTION									0.00
380	HAMILTON - PARKS & REC									0.00
590	BONDS & INTEREST									0.00
	TOTAL	450,893.11	455,841.55	137,841.40	87,537.13	30,645.90	(10,497.00)	510,726.16	519,262.95	2,182,251.20

WIRE Transfers:

____ Kathryn Bonzo, Chair

____ Sarah L. Banks, Finance Director

____ Brandy Sullivan

____ Jim Boland

Attachment: Disbursement Report FY19 (1859 : Disbursement Report for December 2018)

RECEIPTS REPORT FOR DECEMBER 2018

Fund #	FUND NAME	Taxes	Franchise Fees	Licenses & Permits	Intergovernmental	Charges for Services	Fines & Penalties	Investment Income	Refunds & Reimbursements	Contributions & Donations	Other	Grand Total
101	GENERAL	519,780.30	99,011.77	31,075.05	0.00	130,966.65	9,884.23	33,697.24	43,977.40	0.00	4,271.30	872,663.94
105	STREETS	70,061.17	0.00	0.00	0.00	25,040.96	0.00	0.00	0.00	0.00	0.00	95,102.13
120	RECREATION AND CULTURE	0.00	0.00	25.00	0.00	12,827.32	0.00	0.00	0.00	0.00	0.00	12,852.32
121	MSD COMMUNITY PLAY FIELDS	0.00	0.00	0.00	5,305.75	0.00	0.00	0.00	0.00	0.00	0.00	5,305.75
123	1912 CENTER	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
128	TRANSIT CENTER	0.00	0.00	0.00	0.00	1,404.16	0.00	0.00	0.00	0.00	0.00	1,404.16
220	WATER	0.00	0.00	0.00	0.00	413,363.28	0.00	49,975.11	541.55	0.00	0.00	463,879.94
230	SEWER	0.00	0.00	0.00	0.00	573,270.52	0.00	0.00	10,451.04	0.00	0.00	583,721.56
240	SANITATION	0.00	0.00	0.00	0.00	480,756.53	0.00	0.00	2,000.00	0.00	0.00	482,756.53
290	FLEET	0.00	0.00	0.00	0.00	77,920.95	0.00	0.00	0.00	0.00	0.00	77,920.95
295	INFORMATION SYSTEMS	0.00	0.00	0.00	0.00	102,851.67	0.00	0.00	0.00	0.00	0.00	102,851.67
320	WATER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
330	SEWER CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
340	SANITATION CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
350	CAPITAL PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	632.41	632.41
355	LID CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
380	HAMILTON P&R	0.00	0.00	0.00	0.00	0.00	0.00	4,580.24	0.00	0.00	0.00	4,580.24
590	BOND & INTEREST	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
595	LID FUNDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL		589,841.47	99,011.77	31,100.05	5,305.75	1,818,402.04	9,884.23	88,252.59	56,969.99	0.00	4,903.71	2,703,671.60

City of Moscow Cash and Investments Balances as of 12/31/2018		
Fund		Year to Date Balance
General Fund	\$	4,385,365.58
Street Fund	\$	1,460,127.79
Culture & Recreation	\$	1,368,280.28
MSDCPF	\$	142,156.56
1912 Fund	\$	61,767.33
Transit Center	\$	68,197.69
Water Fund	\$	3,055,418.77
Sewer/WWTP	\$	3,903,946.12
Sanitation Fund	\$	2,468,580.39
Fleet Fund	\$	3,294,089.40
Information Systems	\$	1,895,751.31
Water Capital	\$	6,039,338.08
Sewer Capital	\$	8,322,173.64
Capital Projects	\$	3,156,895.84
Sanitation Capital	\$	5,018,023.96
LID construction	\$	172,867.08
Hamilton	\$	2,368,834.10
Bond & Interest	\$	14,296.95
LID Funds	\$	20,308.09
Payroll Service	\$	554,798.50
Total Cash & Investments	\$	47,771,217.46

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 01/14/2019**Title:** First Quarter Financial Report (10/1/2018 - 12/31/2018) for FY2019**Responsible Staff:** Sarah Banks

Information

DESCRIPTION: Staff will present the financial report for the first quarter of fiscal year 2019 (10/1/2018 - 12/31/2018).

STAFF RECOMMENDATION: Approve the report.

PROPOSED ACTIONS: Approve the report or provide staff further direction.

Necessary Resources/Impacts

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

Attachments

1st Quarterly FY2019 Council Report

City of Moscow
QUARTERLY FINANCIAL REPORT
Budget For Fiscal Year Ending September 30, 2019
SUMMARY FINANCIAL REPORT BY FUND - BUDGET AND ACTUAL

				Percent of Year 25%	
				Budget to Actual	
				To Date	
	Fund	Original Budget	Final Budget	December-18 YTD	
101	General Fund Revenues	15,957,040	15,957,040	2,309,749	14.47%
	Salaries & Benefits	8,959,744	8,959,744	1,702,182	19.00%
	Operations	4,005,314	4,005,314	743,918	18.57%
	Capital Outlay	29,564	29,564	4,009	13.56%
	Transfers	2,962,418	2,962,418	1,173,266	39.61%
	Total General Fund Expenditures	15,957,040	15,957,040	3,623,375	22.71%
105	Street Department Revenues	3,568,041	3,568,041	354,585	9.94%
	Salaries & Benefits	879,634	879,634	122,005	13.87%
	Operations	1,205,132	1,205,132	226,690	18.81%
	Capital Outlay	0	0	0	0.00%
	Transfers	1,483,275	1,483,275	478,275	32.24%
	Total Street Fund Expenditures	3,568,041	3,568,041	826,970	23.18%
120	Recreation & Culture Revenues	3,290,264	3,290,264	573,818	17.44%
	Salaries & Benefits	1,919,703	1,919,703	268,274	13.97%
	Operations	1,301,703	1,301,703	179,340	13.78%
	Capital Outlay	68,558	68,558	0	0.00%
	Debt Service	0	0	0	0.00%
	Transfers	300	300	300	100.00%
	Total Parks & Rec Expenditures	3,290,264	3,290,264	447,914	13.61%
121	MSD Community Playfields Revenues	146,349	146,349	31,420	21.47%
	Salaries & Benefits	62,838	62,838	9,116	14.51%
	Operations	79,500	79,500	5,015	6.31%
	Transfers	4,011	4,011	4,011	100.00%
	Total MSD Community Playfields	146,349	146,349	18,142	12.40%
123	1912 Center Revenues	106,100	106,100	17,023	16.04%
	Operations	106,100	106,100	28,593	26.95%
	Capital Outlay	0	0	0	0.00%
	Total 1912 Center Expenditures	106,100	106,100	28,593	26.95%
128	Transit Center Revenues	66,716	66,716	22,486	33.70%
	Operations	66,716	66,716	6,447	9.66%
	Total Transit Center Fund	66,716	66,716	6,447	9.66%
220	Water Fund Revenues	6,633,223	6,633,223	1,346,586	20.30%
	Salaries & Benefits	1,379,490	1,379,490	246,839	17.89%
	Operations	2,032,278	2,032,278	346,497	17.05%
	Capital Outlay	330,800	330,800	43,307	13.09%
	Transfers	2,890,655	2,890,655	803,645	27.80%
	Total Water Fund Expenditures	6,633,223	6,633,223	1,440,288	21.71%
230	Sewer Fund Revenues	8,082,005	8,082,005	2,012,643	24.90%
	Salaries & Benefits	1,366,860	1,366,860	254,329	18.61%
	Operations	1,679,918	1,679,918	243,473	14.49%
	Capital Outlay	525,000	525,000	0	0.00%
	Debt Service	1,110,794	1,110,794	702,397	63.23%
	Transfers	3,399,433	3,399,433	891,333	26.22%
	Total Sewer Fund Expenditures	8,082,005	8,082,005	2,091,532	25.88%

Attachment: 1st Quarterly FY2019 Council Report (1863 : First Quarter Financial Report (10/1/2018 - 12/31/2018) for FY2019)

240	Sanitation Fund Revenues	6,004,699	6,004,699	1,459,340	24.30%
	Salaries & Benefits	100,692	100,692	27,853	27.66%
	Operations	4,410,336	4,410,336	746,895	16.94%
	Capital Outlay	0	0	0	0.00%
	Transfers	1,493,671	1,493,671	373,418	25.00%
	Total Sanitation Fund	6,004,699	6,004,699	1,148,165	19.12%
290	Fleet Management Revenues	2,210,115	2,210,115	1,067,172	48.29%
	Salaries & Benefits	333,250	333,250	66,739	20.03%
	Operations	1,056,195	1,056,195	72,371	6.85%
	Capital Outlay	809,470	809,470	28,286	3.49%
	Debt Service	11,200	11,200	0	0.00%
	Transfers	0	0	0	0.00%
	Total Fleet Management Expenditures	2,210,115	2,210,115	167,395	7.57%
295	Information Systems	1,581,637	1,581,637	389,590	24.63%
	Salaries & Benefits	469,600	469,600	93,747	19.96%
	Operations	1,092,305	1,092,305	245,250	22.45%
	Capital Outlay	15,732	15,732	0	0.00%
	Transfers	4,000	4,000	4,000	100.00%
	Total Information Systems Expenditures	1,581,637	1,581,637	342,997	21.69%
	Revenue for Miscellaneous Funds				
320	Water Construction Fund	6,839,895	6,839,895	355,852	5.20%
330	Sewer Construction Fund	8,695,601	8,695,601	529,473	6.09%
340	Sanitation Constructon Fund	5,346,655	5,346,655	136,238	2.55%
350	Capital Projects Fund	6,854,736	6,854,736	545,100	7.95%
355	LID Construction Fund	180,313	180,313	709	0.39%
380	Hamilton P & R	239,792	239,792	9,457	3.94%
590	Bond & Interest Debt Service Fund	10,010,295	10,010,295	0	0.00%
595	LID Bonded Debt Service Fund	29,989	29,989	0	0.00%
	Total Miscellaneous Fund Revenue	38,197,276	38,197,276	1,576,828	4.13%
	Expenses for Miscellaneous Funds				
320	Water Construction Fund	6,839,895	6,839,895	508,824	7.44%
330	Sewer Construction Fund	8,695,601	8,695,601	278,925	3.21%
340	Sanitation Constructon Fund	5,346,655	5,346,655	0	0.00%
350	Capital Projects Fund	6,854,736	6,854,736	1,984,974	28.96%
355	LID Construction Fund	180,313	180,313	8,792	4.88%
380	Hamilton P & R	239,792	239,792	215,042	89.68%
590	Bond & Interest Debt Service Fund	10,010,295	10,010,295	0	0.00%
595	LID Bonded Debt Service Fund	29,989	29,989	3,750	12.50%
	Total Miscellaneous Fund Expenses	38,197,276	38,197,276	3,000,307	7.85%
	Total City Revenue (1)	85,843,465	85,843,465	11,161,240	13.00%
	Total City Expenses	85,843,465	85,843,465	13,142,125	15.31%

Note: Citizens are invited to inspect the detailed supporting records of the above financial statements.

(1) Revenues do not include beginning fund balance as a resource available in this report.

Attachment: 1st Quarterly FY2019 Council Report (1863 : First Quarter Financial Report (10/1/2018 - 12/31/2018) for FY2019)

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 01/14/2019**Title:** 710 Pullman Road & 805 West a Street Lot Line Adjustment**Responsible Staff:** Leah Carlson

Information

DESCRIPTION: The applicant, Whipple Consulting Engineers, is proposing a lot line adjustment between two parcels located at 710 Pullman Road and 805 West A Street. The owner is proposing to reduce the parcel addressed 710 Pullman Road from 41,208 square feet to 34,415 square feet and expand the parcel addressed 805 West A Street from 21,506 square feet to 28,303 square feet. This proposal follows a lot division that was approved on April 2, 2018 for the same property, which split the original 62,714 square foot parcel into two parcels of 21,506 square feet and 41,208 square feet in size. The applicant is now requesting a lot line adjustment to better accommodate for the proposed buildings. Both subject properties are located within the Motor Business (MB) Zoning District, where no minimum lot size or lot width exist.

STAFF RECOMMENDATION: Staff recommends approval of lot line adjustment request with no conditions.

PROPOSED ACTIONS: Recommend approval of the lot line adjustment with no conditions; or recommend approval of the lot line adjustment request with conditions; or recommend denial of the lot line adjustment request; or provide further instruction.

Necessary Resources/Impacts

N/A

Attachments

Application Letter
Property Descriptions
Site Plan



Whipple Consulting Engineers, Inc.

LUP2018-

6.a

November 9, 2018

City of Moscow
206 E Third Street
Moscow, ID 83843

Attn: City of Moscow Mayor and City Council

Dear Sirs and Madams;

We recently were approved for a lot division at 710 W Pullman Road for the creation of one parcel into two.

We would now like to adjust the line between the two parcels in order to better accommodate the buildings.

Sincerely,

Jon A. Gordon, P.L.S.
Whipple Consulting Engineers

Receive

Packet Pg. 24

Attachment: Application Letter (1862 : 710 Pullman Road & 805 West 'A' Street Lot Line Adjustment)

November 8, 2018

NORTH PORTION

A PORTION OF THE NW 1/4 SE 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 5 WEST, B.M., DESCRIBED AS FOLLOWS;

COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF "A" STREET AND THE WEST RIGHT OF WAY OF LIEUALLEN STREET; THENCE WEST ALONG SAID SOUTH RIGHT OF WAY A DISTANCE OF 391.45 FEET; THENCE CONTINUING ALONG SAID RIGHT OF WAY A DISTANCE OF 160 FEET TO A POPOINT THAT IS 402 FEET EAST OF THE EAST RIGHT OF WAY OF LINE STREET AND POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH LINE TO A POINT THAT IS 200 FEET EASTERLY OF THE EAST RIGHT OF WAY LINE OF LINE STREET; THENCE SOUTH AND PARALLEL WITH SAID EAST LINE TO A POINT THAT IS 171.28 FEET NORTH OF THE NORTH RIGHT OF WAY OF STATE HIGHWAY 8 AS NOW LOCATED AND CONSTRUCTED; THENCE EAST AND PERPENDICULAR TO SAID LINE TO A POINT THAT IS 402 FEET EAST OF THE EAST LINE OF SAID LINE STREET; THENCE NORTH AND PARALLEL TO SAID LINE STREET TO THE POINT OF BEGINNING.

Attachment: Property Descriptions (1862 : 710 Pullman Road & 805 West 'A' Street Lot Line Adjustment)

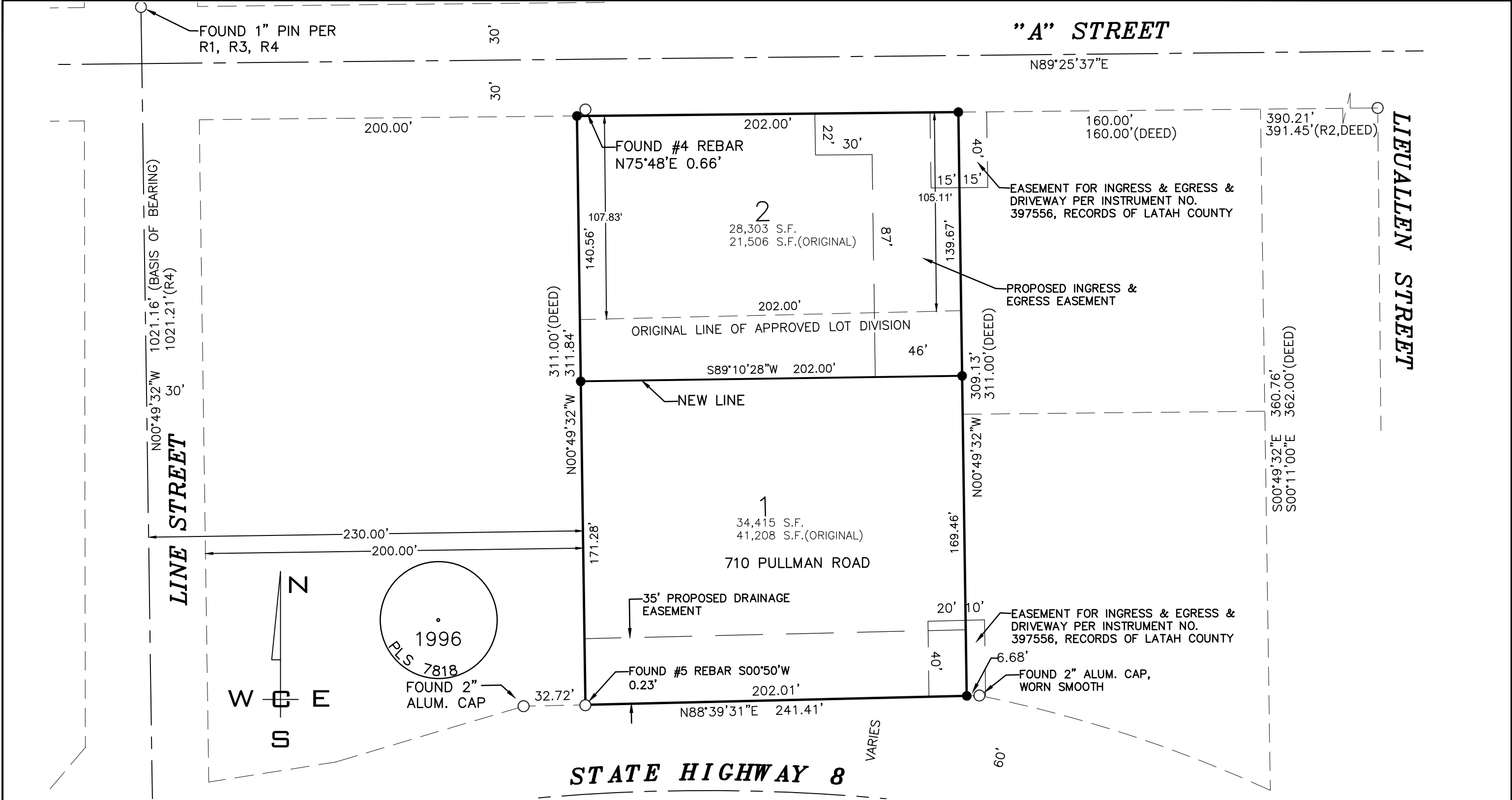
November 8, 2018

SOUTH PORTION

A PORTION OF THE NW 1/4 SE 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 5 WEST, B.M., DESCRIBED AS FOLLOWS;

COMMENCING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF "A" STREET AND THE WEST RIGHT OF WAY OF LIEUALLEN STREET; THENCE WEST ALONG SAID SOUTH RIGHT OF WAY A DISTANCE OF 391.45 FEET; THENCE SOUTHERLY S.00°11'00"E. 362 FEET MORE OR LESS, TO THE POINT OF INTERSECTION WITH THE NORTHERLY RIGHT OF WAY OF STATE HIGHWAY NO. 8 AS NOW LOCATED AND CONSTRUCTED; THENCE WESTERLY ALONG SAID NORTH RIGHT OF WAY LINE TO THE POINT OF INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 402 FEET EASTERLY OF THE EAST RIGHT OF WAY LINE OF LINE STREET AND POINT OF BEGINNING; THENCE CONTINUING WESTERLY ALONG SAID NORTH RIGHT OF WAY TO A POINT THAT 200 FEET EAST OF THE SAID EAST RIGHT OF WAY OF LINE STREET; THENCE NORTH AND PARALLEL WITH SAID LINE STREET A DISTANCE OF 171.28 FEET; THENCE EAST AND PERPENDICULAR TO SAID LINE TO A POINT THAT IT IS 402 FEET EAST OF SAID LINE STREET; THENCE SOUTH AND PARALLEL TO SAID LINE STREET TO THE POINT OF BEGINNING.

Attachment: Property Descriptions (1862 : 710 Pullman Road & 805 West 'A' Street Lot Line Adjustment)



PROJ #: 17-1938
DATE: 1/04/19
DRAWN: JAG
APPROVED: JAG
F.B. 1938

	CIVIL
	STRUCTURAL
X	SURVEYING
	TRAFFIC
	PLANNING-
	LANDSCAPE
	OTHER

WCE

WHIPPLE CONSULTING ENGINEERS
21 S. PINES ROAD
SPOKANE VALLEY, WASHINGTON 99206
PH: 509-893-2617 FAX: 509-926-0227

SITE PLAN

MOSCOW, LATAH CO., IDAHO

SE 1/4 SECTION 7,
T.39N., R.5W., B.M.

SHEET 1 OF 1
JOB NUMBER 17-1938

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 01/14/2019**Title:** Stormwater Phase II Agreement with Aspect Consulting**Responsible Staff:** Kyle Steele

Information

DESCRIPTION: In October 2016, the firm Cardno-GS (now Aspect Consulting) of Yakima, Washington was selected to assist the City of Moscow in the structuring and eventual implementation of a Storm Water Utility. Due to budget limitations at the time, the work to accomplish this goal was planned to be conducted in phases with two professional services agreements. The work under this agreement will accomplish the remaining tasks, toward formation of the utility, that were not completed under Phase I of the project. It will include the preparation of a storm water utility customer billing database, a final storm water management program budget and financial plan, development of a storm water user fee ordinance, and technical assistance with various public involvement meetings and workshops. The attached Task Order 2 for professional services in the amount of \$185,000 is for Aspect Consulting to perform this work. The cost of the Task Order exceeds the amount budgeted in the FY2019 budget for the project. Because of the impending approval of the EPA NPDES Storm Water Permit, staff is recommending that City Council approve the Task Order in order move the project forward. The additional funding will be reallocated from the Sewer Fund's FY2019 Professional Services fund in accordance with the attached memo.

The attached documents represent the entire series of agreements with Aspect Consulting, and are provided for Council's reference.

STAFF RECOMMENDATION: Recommend approval of Task Order 2 for the professional services of Aspect Consulting in an amount not to exceed \$185,000.

PROPOSED ACTIONS: Recommend approval of Task Order 2 for the professional services of Aspect Consulting in an amount not to exceed \$185,000 or provide staff further direction.

Necessary Resources/Impacts

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

Attachments

TASK ORDER 2;AspectConsulting;StormwaterUserFeeStudy;Phase2Scope;(pm4)Final
 Cardno-GS Master Agreement Stormwater Utility Study
 Cardno-GS Task Order 1 Stormwater Utility Study
 Cardno to Aspect assignment and assumption
 Storm Water Phase II Funding Memo

TASK ORDER NO. 2

Pursuant to the

MASTER AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN CITY OF MOSCOW, IDAHO AND ASPECT CONSULTING (fka CARDNO GS, INC.)

Background

The U.S. EPA intends to require the City of Moscow, Idaho (hereinafter “City”) to obtain coverage under a Phase II National Pollutant Discharge Elimination System (NPDES II) Municipal Storm Water Permit. Based on discussions between EPA and City, EPA will likely issue City an individual permit with conditions similar to a recent draft general permit that has been under Idaho State and Federal review. EPA has indicated that the permit effective date will be as early as January 1, 2019, at which point City would be required to begin implementing permit conditions. Idaho is in the process of assuming responsibility to implement the NPDES program from EPA; however, municipal storm water permits will likely be the last type of NPDES permits taken over.

In anticipation of the coming additional storm water management requirements, City initiated a project to prepare a storm water management plan and implement storm water fees so that adequate resources will be available to develop, fund, and carry out an enhanced City storm water program. Aspect Consulting, LLC (hereinafter “Aspect”) has completed the first phase (Phase 1) of the storm water project, which involved:

- A. Gathering and reviewing various types of City data and likely NPDES II requirements (**Task 1**).
- B. Reviewing storm water system mapping and updating drainage basin maps (**Task 2**).
- C. Developing a detailed five (5) year *City Storm Water Utility Program Plan* with cost estimates (**Task 3**).
- D. Reviewing City’s storm water capital improvement plan and cost estimates (**Task 4**).
- E. Measuring impervious surface area (ISA) on a sample of residential parcels to estimate City’s base storm water billing unit (Equivalent Service Unit, ESU) (**Task 5**).
- F. Developing a *Storm Water Funding Alternatives and Financial Plan*, including preliminary estimates of City storm water user fee rates adequate to pay for programmatic and capital project costs (**Task 5**).
- G. Holding a storm water user fee legal, policy, and rate structure issues workshop with City Staff and selecting key user fees rate structure details and policies to recommend to City Council (**Task 6**).
- H. Preparing a *Storm Water Utility Fee Basis, Rate Structure, and Policy Memorandum* upon which a storm water user fee system and enabling ordinance can be based (**Task 6**).

Aspect's Phase 1 Scope of Work included a meeting with the University of Idaho (**Task 7**), but the meeting did not occur.

The Scope of Work discussed below has been prepared to describe the tasks, assumptions, and products to complete the second phase (Phase 2) of City's storm water project.

Aspect Phase 2 Scope of Work

Aspect understands the importance of quickly and efficiently helping City set up a system of storm water user fees to fund storm water operations and maintenance (O&M) functions, regulatory compliance activities, and capital projects. Aspect's Phase 2 Scope of Work includes:

- A. Project management activities.
- B. Finalizing Phase 1 products.
- C. Performing parcel specific impervious surface area measurements, preparing a draft City storm water customer billing database, and estimating the total and effective (after user fee policies applied) number of City storm water billing units.
- D. Working with City staff to realign storm water program and capital project budgets as needed to meet user fee affordability targets and/or a phase-in plan; and prepare an updated and final *Storm Water Financial Plan* that tracks with City user fee policies and final storm water program and capital project budgets; and includes final rates and example fees.
- E. Working with the City Attorney to prepare a full draft storm water user fee enabling ordinance.
- F. Support City Council, public, and key stakeholder information efforts.

Optional Phase 2 tasks include:

- G. Completing hydrologic calculations or modeling to estimate basin specific runoff rates and volumes for existing and buildout conditions, and conducting a storm drain system capacity analysis.
- H. Completing an on-site retention/infiltration feasibility assessment to determine areas where at least partial retention of storm water can be accomplished using cost-effective best management practices (BMPs) (such as permeable pavements or other LID [low impact development] approaches).
- I. Incorporating LID incentives into the storm water user fee rate structure and policies.

Task descriptions and cost estimates for tasks F - H will be provided upon request by, and further discussion with, City staff.

Aspect and City recognize that planning and developing storm water fees is a complex technical, legal, and political process. Therefore, the Scope of Work may need to be modified as the process is carried out. It is often necessary to adapt the process, hold additional meetings, revisit decisions, refine policies and budgets, and update products based on the input of elected leaders, the public,

and key stakeholders. Storm water user fee planning and formation products build upon one another, so changes made in one (1) area often require updating other products to maintain consistency. This dynamic process adds uncertain and unquantifiable effort to the project. It is recommended that a reasonable contingency fund be included in the project budget to cover potential additional services.

Aspect's Phase 2 Scope of Work is described below. Quality control review time is included in the budget for all draft and final products.

Task 1 – Project Management

Task Objectives: Progressively and effectively manage the project to a successful completion.

Aspect will:

- 1.1 Provide ongoing coordination and project status communications to City.
- 1.2 Provide team direction, oversight, and progress monitoring.
- 1.3 Track project budgets, work status, scope, and schedule.
- 1.4 Communicate with City regarding potential changes.
- 1.5 Prepare change related documents (scopes, fee estimates, schedules, contract amendments).
- 1.6 Prepare monthly invoices, status reports, and budget spreadsheets.

Task 1 Assumptions.

- Phase 2 lasts one (1) year.

Task 1 Products.

- Change related documents.
- Monthly invoices, status reports, and budget spreadsheets.

Task 2 – Prepare Final Phase 1 Products

Task Objectives: Update and finalize Phase 1 products so they accurately reflect current CIP, NPDES II, and user fee implementation information and schedules.

Aspect will:

- 2.1 Coordinate with City to update the user fee implementation schedule.
- 2.2 Coordinate with City to review and update the Storm Water CIP and storm water program budgets and schedules.
- 2.3 Prepare an updated and Final Storm Water Program Plan that reflects the changes above and refers to City's draft individual NPDES II Permit.

- 2.4 Prepare an updated and Final Storm Water Program Funding Alternatives and Financial Plan that reflects the revised CIP and storm water program budgets and schedules, and likely user fee implementation schedule.
- 2.5 Prepare an updated and Final Storm Water Fee Basis, Rate Structure, and Policy Memorandum.

Task 2 Assumptions.

- *No review cycle on the Final Storm Water Program Plan, Final Storm Water Program Funding Alternatives and Financial Plan, and Final Storm Water Fee Basis, Rate Structure, and Policy Memorandum.*

Task 2 Products.

- *Final Storm Water Program Plan (electronic format).*
- *Final Storm Water Program Funding Alternatives and Financial Plan (electronic format).*
- *Final Storm Water Fee Basis, Rate Structure, and Policy Memorandum (electronic format).*

Task 3 – Prepare a Draft Storm Water Customer Billing Database

Task Objectives: Measure ISA on non-residential parcels, estimate the total number of raw billing units in the City, and prepare a draft storm water utility customer billing database compatible with City's utility billing system.

Aspect will:

- 3.1 Interface with City financial staff about utility billing software, procedures, and requirements during task work.
- 3.2 Perform a quality review of parcel line data using aerial photos. If needed, work with City geographic information system (GIS) staff to adjust the parcel layer so boundary lines align reasonably well with actual boundaries.
- 3.3 Advise City about how to handle specific categories of multi-family parcels (measured ISA or assumed ESUs based on the number of dwelling units) to be consistent with selected policies. This includes how to handle condominiums and mobile home parks where the tenant owns structure but not the land or common areas. This is expected to involve a two (2) hour conference call with City. Aspect will prepare an agenda and review materials for the meeting.
- 3.4 Perform an ISA analysis of multi-family properties, condominiums, and mobile home parks to verify selected billing approach.
- 3.5 Conduct GIS based ISA measurements for non-residential parcels. Aspect shall review Idaho Department of Lands (IDL) remote sensing data to see if some non-residential parcel specific ISA can be extracted with less effort than GIS based measurements. Aspect shall review the domain specific language (DSL) data findings with City staff and proceed to identify nonresidential parcel ISA as directed by City.

- 3.6 Conduct a limited desk review of non-residential and multi-family properties where all or a significant portion of runoff is suspected to drain directly to receiving waters rather than City's piped collection and conveyance system. Develop a preliminary direct discharge ratio for such properties, which represents the proportion of a customer's property that may be eligible for a direct discharge credit.
- 3.7 Link ISA measurements to parcel data in GIS and export a raw customer ISA database.
- 3.8 Combine the raw ISA database with utility policies and rate structure from Task 8 to account for any waivers and credits and develop a full draft customer billing database.
- 3.9 Prepare a draft Storm Water User Fee Billing Database Memorandum that describes customer class definitions and the billing database development process, along with total ESUs and recommended database maintenance and upkeep procedures. The memo will include GIS, spreadsheet, and database files.
- 3.10 Review City staff comments on the draft Storm Water User Fee Billing Database Memorandum and develop recommended responses.
- 3.11 Schedule and conduct a conference call with City to review and resolve comments on the draft memorandum.
- 3.12 Prepare the final Storm Water User Fee Billing Database Memorandum.

Task 3 Assumptions.

- *ISA measurement and customer database preparation effort is uncertain; therefore, work will be conducted on a time and materials basis, but not to exceed the established task budget. Depending on the final effort, additional funds may be required to fully complete Task 2 work.*
- *A two (2) hour teleconference meeting to advise City on how to handle multi-family properties, condominiums, and mobile home parks.*
- *ISA analysis of multi-family properties, condominiums, and mobile home parks requires no more than approximately four thousand dollars (\$4,000) in Aspect effort (includes ISA analysis with incorporation of results into memo).*
- *No single-family residential (SFR) ISA measurements are required (i.e.: flat SFR fees).*
- *One (1) review cycle on the draft Storm Water User Fee Billing Database Memorandum utilizing standard review and comment form.*
- *A two (2) hour meeting with City Staff in Moscow to review the customer database, and resolve comments on the draft Storm Water User Fee Billing Database Memorandum.*
- *Only minor comments on the draft memorandum, no significant re-work.*
- *No rework associated with City Council and public review process.*

Task 3 Products.

- *ISA GIS files.*
- *Draft storm water user fee billing database (electronic format).*
- *Draft and final Storm Water User Fee Billing Database Memorandum (electronic format).*

Task 4 – Refine Storm Water Budgets and Prepare a Final Storm Water Financial Plan

Task Objectives: Refine budgets and project phasing to meet user fee affordability targets and/or a phase-in plan, and prepare a final Storm Water Financial Plan that tracks with selected user fee policies and final storm water program and capital project budgets.

Aspect will:

- 4.1 Combine the initial storm water program and capital improvement program (CIP) revenue requirements with the estimated final number of billing units to determine initial updated five (5) year storm water user fee rates and example customer fees.
- 4.2 Prepare for and hold a conference call with City staff to review the estimated storm water rates, identify affordability concerns, and develop recommendations for realignment of programmatic and capital project budgets to control rates to levels deemed acceptable to City staff and Council, while still meeting key storm water program needs.
- 4.3 Update the Storm Water Funding Alternatives and Financial Plan prepared during Phase 1 to reflect the revised budgets, ESU count, and cost or rate phasing.
- 4.4 Provide the draft updated Storm Water Funding Alternatives and Financial Plan to City staff for review and comments. It is recommended that City Council review be included at this stage, along with potential public and stakeholder meetings (Task 5).
- 4.5 Review City comments on the draft updated Storm Water Funding Alternatives and Financial Plan, and develop recommended responses.
- 4.6 Schedule and conduct a conference call with City to review and resolve comments on the draft plan.
- 4.7 Prepare the final Storm Water Funding Alternatives and Financial Plan to guide the implementation of user fees.

Task 4 Assumptions.

- *A two (2) hour conference call with City to review the initial estimate of updated rates and fees, and discuss potential budget revisions.*
- *One (1) review cycle on the draft updated Storm Water Funding Alternatives and Financial Plan utilizing standard review and comment form.*
- *A two (2) hour teleconference meeting to review and resolve comments on the draft updated Storm Water Funding Alternatives and Financial Plan.*
- *Only minor comments on the draft updated Storm Water Funding Alternatives and Financial Plan; no significant re-work.*

Task 3 Products.

- *Draft and submit final updated Storm Water Funding Alternatives and Financial Plan (electronic format).*

Task 5 –Prepare a Draft Storm Water User Fee Ordinance

Task Objectives: In collaboration with Moscow City Attorney, draft a defensible City storm water user fee ordinance.

Aspect will:

- 5.1 Review example storm water user fee implementing ordinances, including the Coeur d'Alene ordinance.
- 5.2 Drawing on the storm water user fee legal issues, policies, and rate structure work conducted during Phase 1, prepare a summary matrix that itemizes key items to include in a user fee implementing ordinance.
- 5.3 Develop a recommended ordinance structure and outline.
- 5.4 Prepare a rough draft City storm water user fee ordinance to serve as a starting point.
- 5.5 Provide the matrix to City Attorney, along with example user fee ordinances and the rough draft of City's ordinance.
- 5.6 Hold an in-person meeting with City Attorney to review Idaho Code, defensibility issues, policies, rate structure, example ordinances, and rough draft ordinance; answer questions, and obtain any further direction on defensibility issues.
- 5.7 Prepare a full draft storm water user fee ordinance and provide it to City Attorney for review and comment.
- 5.8 Review City Attorney comments on the full draft ordinance and develop recommended responses.
- 5.9 Hold a teleconference meeting with City Attorney to review and resolve comments on the full draft user fee ordinance.
- 5.10 Develop final ordinance language. The final ordinance language will be provided to City Attorney for formatting in preparation for the formal City Council review and adoption process.

Task 5 Assumptions.

- *A two (2) hour meeting with City Attorney to review and discuss user fee related materials, issues, and the rough draft ordinance, and obtain initial direction to prepare the full draft ordinance.*
- *One (1) review cycle on the full draft storm water user fee ordinance utilizing standard review and comment form.*
- *A two (2) hour teleconference meeting to review and resolve comments on the full draft storm water user fee ordinance.*
- *Any Aspect support for ordinance-related work due to City Council and public involvement process, or adoption process, will require additional budget.*

Task 5 Products.

- *Summary matrix of enabling codes and user fee defensibility issues (electronic format).*
- *Example user fee ordinances (electronic format).*
- *Rough draft storm water user fee ordinance (electronic format).*
- *Full draft storm water user fee ordinance (electronic format).*
- *Final storm water user fee ordinance language (electronic format).*

Task 6 – On-Call Support for City Council, and Public Information

Task Objectives: Support City staff to efficiently and effectively engage and inform City Council, general public, and key stakeholders about the proposed storm water fees, and reduce potential opposition.

Aspect will provide on-call support for City Council, public, and key stakeholder information processes. Examples of Task 6 services that City may want Aspect support for include:

- 6.1 Preparing for and attending a City Council Workshop to (a) briefly review expected NPDES II requirements and permitting status; (b) review programmatic and capital project budgets; (c) describe key user fee issues and recommended policies; (d) review the estimated ESU count, projected rates, and example customer fees; and (e) obtain City Council feedback.
- 6.2 Preparing storm water program and user fee informational materials such as (a) an informational flyer for City to send to the public and post on City's website; (b) a storm water fee frequently-asked-questions document for distribution and posting on City's website; and (c) a storm water user fee fact sheet, also for distribution and posting on City's website. Informational materials can also be used to support user fee workshops and meetings.
- 6.3 Preparing for and attending a Public Workshop to (a) briefly review expected NPDES II requirements and permitting status; (b) review programmatic and capital project budgets; (c) describe key user fee issues and City policies; (d) review the estimated ESU count, projected rates, and example customer fees; and (e) obtain public feedback and let the public know how to find more information and provide additional input.
- 6.4 Coordinating with City to prepare for and conduct one-on-one meetings with key stakeholders (primarily top rate payers), including the University of Idaho (UI), to make top payers aware of forthcoming fees, justify the need for and reasonableness of fees, hear their concerns, and foster acceptance. Aspect would work with City Staff to prepare agendas and materials, schedule, and conduct meetings.
- 6.5 Keeping a running summary of City's public and stakeholder outreach, information, and involvement efforts, key issues, comments/concerns received, and City's responses. Aspect has found that this information is helpful once City Council initiates the formal user fee hearing and adoption process.
- 6.6 Attending City Council's public hearing on the proposal to adopt the storm water user fee ordinance. Aspect would help Council and staff address public comments and concerns as requested.

Task 6 Assumptions.

- *City Council, public, and key stakeholder information services will be provided on a time and materials basis, within the budget established for Task 6 using Aspect's standard billing rates. Depending on which services are requested by City, additional funding may be needed.*

Task 6 Products.

Task 6 products will be defined as City requests services. However, depending on which services are requested, products could include:

- *Draft and finalize Council and Public Workshop/meeting materials and notes (electronic format).*
- *Draft and finalize informational materials regarding proposed user fees (electronic format).*
- *Provide UI and Top Payer meeting materials and notes (electronic format).*
- *Running summary of public and stakeholder outreach, information, and involvement efforts along with comments and input received, and City's responses (electronic format).*

Fee Estimate

Task Title	Labor	ODC	Total
Task 1 - Project Management	\$20,567		\$20,567
Task 2 - Prepare Final Phase 1 Products	\$15,040		\$15,040
Task 3 - Prep Draft SW Customer Database	\$94,428	\$650	\$95,078
Task 4 - Refine Budget, Updated & Final Finance Plan	\$17,094	\$650	\$17,744
Task 5 - Prep Draft Storm Water User Fee Ordinance	\$15,803	\$450	\$16,253
Task 6 - On-Call Support for Council and Public Information	\$19,400	\$918	\$20,318
Total Project Budget	\$182,332	\$2,668	\$185,000

Schedule

Task	Month											
	1	2	3	4	5	6	7	8	9	10	11	12
Task 1-Project Management												
Task 2-Prep Final Phase 1 Products												
Task 3-Prep Draft Customer Dbase												
Task 4-Refine Budget and Fin. Plan					d			f				
Task 5-Draft SW User Fee Ordinance												
Task 6-On-Call Information Support												

d = Draft Updated Funding Alternatives and Financial Plan, **f** = Final Funding Alternatives and Financial Plan

The Not-To-Exceed amount to complete all services listed above for this Task Order No. 2 is One Hundred Eighty-Five Thousand Dollars (**\$185,000**). ENGINEER's Rate Schedule details are set out in the attached Exhibit "A". No compensation will be paid over the Not-To-Exceed amount without prior written approval by CITY in the form of a Change Order. Monthly invoices shall be billed for time actually spent on the Project. Any and all travel will only be reimbursed if pre-approved by CITY, and only per CITY Travel Policy. Reimbursable expenses will be paid at cost and only if pre-approved by CITY, and accompanied by an itemized receipt. Any travel and/or reimbursables paid will be paid as part of the Not-To-Exceed Task Order Total per the Compensation and Completion Schedule above.

Except as expressly set forth in this Task Order No. 2, the Master Agreement otherwise is unmodified and remains in full force and effect following this Task Order No. 2.

IN WITNESS WHEREOF, the Parties have executed this Task Order No. 2 as of the date last signed below.

ENGINEER

CITY

Aspect Consulting, LLC.

City of Moscow, Idaho

Steven Clonts, Director of Contracts

Gary J. Riedner, City Supervisor

Dated: _____

Dated: _____

**MASTER AGREEMENT FOR PROFESSIONAL SERVICES
STORM WATER UTILITY FORMATION
BETWEEN CITY OF MOSCOW, IDAHO AND
CARDNO-GS, INC.**

THIS MASTER AGREEMENT FOR PROFESSIONAL SERVICES (hereinafter "Agreement") shall become effective the 20 day of September, 2016, between the City of Moscow, Idaho, a municipal corporation of the State of Idaho, 206 East Third Street, Moscow, Idaho, 83843 (hereinafter "CITY"), and Cardno-GS, Inc., whose business address is 2496 Old Ivey Road, Suite 300, Charlottesville, Virginia, 22903 (hereinafter "ENGINEER").

INTRODUCTION

WHEREAS, CITY has a need for professional services related to the formation of a Stormwater Utility (hereinafter "Project") to be defined by individual Task Orders which will set forth Specific Services, Time of Performance and Payment; and

WHEREAS, ENGINEER is specially trained, experienced and competent to perform and has agreed to provide such Services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties agree as follows:

TERMS AND CONDITIONS

1. Scope of Services:

1.1 Upon execution of this Master Agreement AND any associated Task Order(s) and receipt of CITY's written notice to proceed, ENGINEER shall comply in all respects and perform and furnish to CITY, all Services listed in any corresponding task order(s) incorporated herein by this reference, together with any amendments that may be agreed to in writing by the parties.

1.2 All documents or materials acquired or produced by the ENGINEER in conjunction with the Project shall become the property of, and be delivered to, CITY without any restrictions or limitations with respect to their further use thereof. All documents or materials prepared for CITY shall not be distributed by ENGINEER, sub-engineers, their agents, representatives or employees to any third party without the express written consent of CITY. Use of these documents by CITY on any other project, without written verification or adaptation by ENGINEER for the specific purpose intended, will be at CITY's sole risk and shall be without liability or legal exposure to ENGINEER. CITY shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the use of such documents. Any verification

or adaptation requested by CITY to ENGINEER will entitle ENGINEER to further compensation at rates to be agreed upon by CITY and ENGINEER.

1.3 ENGINEER shall provide Services and work under this Agreement consistent with the requirements and standards established by applicable Federal, State and local laws, ordinances, regulations, and resolutions. ENGINEER represents and warrants that ENGINEER will perform work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement, and resulting task order(s) in effect at the time of performance of this Agreement, and associated task order(s). Except for that representation and any representations made or contained in any proposal submitted by ENGINEER and any reports or opinions prepared or issued as part of the work performed by ENGINEER under this Agreement, ENGINEER makes no other warranties, either express or implied, as part of this Agreement.

1.4 Services and work provided by ENGINEER at CITY's request under this Agreement will be performed in a timely manner in accordance with a Schedule of Work, which the parties hereto shall agree to. The Schedule of Work may be revised from time to time upon mutual written consent of the parties.

2. Consideration

2.1 ENGINEER shall perform the Services for a Not-To-Exceed total fee as outlined in any corresponding Task Order.

2.2 ENGINEER shall provide CITY with a monthly statement, as Services warrant, of fees earned and costs incurred for Services provided during the billing period, which CITY will pay within thirty (30) days of receipt of a correct invoice and approval by CITY. CITY will not withhold any Federal or State income taxes or Social Security Tax from any payment made by CITY to ENGINEER under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of ENGINEER.

2.3 Except as expressly provided in this Agreement and any corresponding Task Orders, ENGINEER shall not be entitled to receive from CITY any additional consideration, compensation, salary, wages, or other type of remuneration for Services rendered under this Agreement, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Specifically, ENGINEER shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.4 Any out-of-town travel required by individual Task Orders must be pre-approved by the Project Manager and included in the task order. All travel expenses will be reimbursed at cost, per CITY's existing travel policy. Any requested travel related/meal reimbursement must be accompanied by itemized receipts.

3. Time of Performance:

This Agreement shall become effective upon execution by both parties, and shall automatically renew annually on the 1st day of October, 2017, for two (2) additional one (1) year periods unless sooner terminated in writing.

4. Independent Contractor:

4.1 In all matters pertaining to this Agreement, ENGINEER shall be acting as an independent contractor, and neither ENGINEER nor any officer, employee or agent of ENGINEER will be deemed an employee of CITY. Except as expressly provided in Exhibit "A", ENGINEER has no authority or responsibility to exercise any rights or power vested in CITY. The selection and designation of the personnel of CITY in the performance of this Agreement shall be made by CITY.

4.2 ENGINEER shall determine the method, details and means of performing the work and Services to be provided by ENGINEER under this Agreement. ENGINEER shall be responsible to CITY only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to CITY's control with respect to the physical action or activities of ENGINEER in fulfillment of this Agreement.

5. Indemnification and Insurance:

ENGINEER shall indemnify and save and hold harmless CITY from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses and other costs including litigation costs and attorney's fees, to the extent caused by negligent acts and/or errors or omissions by ENGINEER, its servants, agents, officers, employees, guests, and business invitees, and not caused by or arising out of the tortuous conduct of CITY or its employees. ENGINEER shall maintain, and specifically agrees that it will maintain, throughout the term of this Agreement, liability insurance in the minimum amounts as follow: General Liability One Million Dollars (\$1,000,000) per incident or occurrence, Professional Liability / Professional errors and omissions One Million Dollars (\$1,000,000) aggregate, Automobile Liability Insurance One Million Dollars (\$1,000,000) per incident or occurrence, and Workers' Compensation Insurance, in the statutory limits as required by law. CITY shall be named as an additional insured on both General Liability and Automotive policies. The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless CITY; and if CITY becomes liable for an amount in excess of the insurance limits, herein provided, ENGINEER covenants and agrees to indemnify and save and hold harmless CITY from and for all such losses, claims, actions, or judgments for damages or injury to persons or property and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the negligent performance of this Agreement by ENGINEER or ENGINEER's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible

property. ENGINEER shall provide CITY with a Certificate of Insurance, or other proof of insurance evidencing ENGINEER's compliance with the requirements of this paragraph and file such proof of insurance with CITY at least ten (10) days prior to the date ENGINEER begins performance of its obligations under this Agreement. In the event the insurance minimums are changed, ENGINEER shall immediately submit proof of compliance with the changed limits. Evidence of all insurance shall be submitted to CITY Engineer with a copy to CITY's Finance office, and the City Clerk, 206 East Third Street, P O Box 9203, Moscow, Idaho, 83843.

6. **Notices:** Any and all notices required to be given by either of the parties hereto, unless otherwise stated in this Agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

CITY

City of Moscow
Les MacDonald
206 East Third Street
P O Box 9203
Moscow, ID 83843
(208) 883-7028

ENGINEER

Cardno-GS, Inc.
John Knutson
3810 Kern Rd., Suite A
Yakima, WA 98902
(509) 317-8133
Email: john.knutson@cardno-gs.com

Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other in the manner herein provided.

7. **Assignment:** It is expressly agreed and understood by the parties hereto, that ENGINEER shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement except upon the prior express written consent of CITY.
8. **Discrimination Prohibited:** In performing the Services required herein, ENGINEER shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any person on the basis of race, color, religion, gender, pregnancy, national origin, ancestry, age, marital status, veteran status, disability, sexual orientation, genetic information, or any other basis prohibited by Federal, State or local law.
9. **Reports and Information:**
- 9.1 At such times and in such forms as CITY may require, there shall be furnished to CITY such statements, records, reports, data and information as CITY may request pertaining to matters covered by this Agreement.
- 9.2 ENGINEER shall maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of five (5) years from the termination or completion of this Agreement. This includes any handwriting,

typewriting, printing, photo static, photographic and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

10. **Audits and Inspections:** At any time during normal business hours and as often as CITY may deem necessary, there shall be made available to CITY for examination, all of ENGINEER's records with respect to all matters covered by this Agreement. ENGINEER shall permit CITY to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.
11. **Publication, Reproduction and Use of Material:** No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. CITY shall have unrestricted authority to publish, disclose and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.
12. **Compliance with Laws:** In performing the Scope of Services required hereunder, ENGINEER shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments.
13. **Public Information:** Pursuant to Idaho Code Section 74-124, et seq., information or documents received from ENGINEER may be open to public inspection and copying unless exempt from disclosure. ENGINEER shall clearly designate individual documents as "exempt" on each page of such documents and shall indicate the basis for such exemption. CITY will not accept the marking of an entire document as exempt. In addition, CITY will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. ENGINEER shall indemnify and defend the CITY against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for ENGINEER's failure to designate individual documents as exempt. ENGINEER's failure to designate as exempt any document or portion of a document that is released by CITY, shall constitute a complete waiver of any and all claims for damages caused by any such release.
14. **Changes:** CITY may, from time to time, request changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of ENGINEER's compensation, which are mutually agreed upon by and between CITY and ENGINEER, shall be incorporated in written amendments to this Agreement.
15. **Termination:**
 - 15.1 If, through any cause, ENGINEER, its officers, employees, or agents fails to fulfill in a timely and proper manner its obligations under this Agreement, violates any of the covenants, agreements, or stipulations of this Agreement, falsifies any record or document required to be prepared under this Agreement, engages in fraud, dishonesty, or any other act

of misconduct in the performance of this Agreement, or if the City Council determines that termination of this Agreement is in the best interest of CITY, CITY shall thereupon have the right to terminate this Agreement by giving written notice to ENGINEER of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. ENGINEER may terminate this Agreement at any time by giving at least sixty (60) days' notice to CITY.

15.2 In the event of any termination of this Agreement, all finished or unfinished documents, data, and reports prepared by ENGINEER under this Agreement shall, at the option of CITY, become CITY's property, and ENGINEER shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

15.3 Notwithstanding the above, ENGINEER shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any breach of this Agreement by ENGINEER, and CITY may withhold any payments to ENGINEER for the purposes of set-off until such time as the exact amount of damages due CITY from ENGINEER is determined. This provision shall survive the termination of this Agreement and shall not relieve ENGINEER of its liability to CITY for damages.

16. **Construction and Severability:** If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.
17. **Advice of Attorney:** Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.
18. **Entire Agreement:** This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.
19. **Appropriations and Approval:** Any and all obligations of CITY under this Agreement may be subject to annual approval and/or budgeting and appropriation by CITY.
20. **Resulting Task Orders and Survival:** All Task Orders resulting from this Agreement and executed by both parties during the term of this Agreement will be bound to the terms and conditions of the Agreement until all tasks are completed and accepted by CITY, whether or not the Agreement is terminated or unless tasks are canceled via a change order.
21. **Applicable Law:** It is agreed that this AGREEMENT shall be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, it is agreed that proper venue shall be the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah. Should any litigation be commenced between the parties

hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorneys' fees as determined by a Court.

22. **Approval Required:** This Agreement shall not become effective or binding until approved by the City of Moscow.

CARDNO-GS, INC.

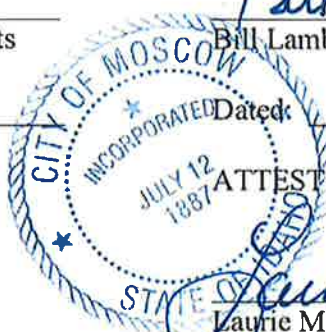
CITY OF MOSCOW, IDAHO


Steven Clonts, Director of Contracts


Bill Lambert, Mayor

Dated: 8/11/16

Dated: 9/20/16




Laurie M. Hopkins, City Clerk

Approved as to form


Roderick Hall, City Attorney

TASK ORDER NO. 1

Pursuant to the

MASTER AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CITY OF MOSCOW, IDAHO AND CARDNO-GS, INC.

This Task Order No. 1 is made this 26 day of September, 20 16, and entered into by and between the City of Moscow, a municipal corporation of the State of Idaho (hereinafter "City"), and accepted by Cardno GS, Inc. (hereinafter "Engineer"), pursuant to the mutual promises, covenant and conditions contained in the Master Agreement (Professional Services/Stormwater) between the above mentioned parties dated the 20 day of September, 20 16. The Project Name for this Task Order No. 1 is as follows:

CITY OF MOSCOW

STORMWATER UTILITY STUDY

PROJECT UNDERSTANDING

The U.S. EPA proposes to designate the City of Moscow, Idaho (City) as a "Regulated Small Municipal Separate Storm Sewer System" (MS4) under Phase II of the National Pollutant Discharge Elimination System (NPDES) Stormwater Program. Idaho is in the process of assuming responsibility to implement the NPDES program from EPA. In the meantime, EPA intends to issue a general NPDES II permit, which will require the City to implement an array of stormwater regulations and activities. City is pursuing the formation of a Stormwater Utility to develop, fund, and carry out a City Stormwater Program. City has selected Cardno-GS, Inc. to complete a Stormwater Utility Study.

Engineer and City recognize that developing a stormwater utility is a complex technical, legal, and political process. Therefore, the scope of work needs to be flexible and may need to be adjusted as the process is carried out. It is often necessary to adapt the process, hold additional meetings, revisit decisions, refine policies, and update products based on the input of elected leaders, the public, and key stakeholders. Utility planning and formation products build upon one another and are interrelated, so changes in one area often require updating other products to maintain logical consistency. This adds uncertain and unquantifiable effort to the Project. It is possible that some Phase 1 products will need to be updated and revised during subsequent phases of work. Based on Engineer's experience and discussions with City staff, the expected overall process to plan and develop City's stormwater utility is shown below.

Task	Task Description	Phase
1	Project initiation, kick-off meeting, and data collection.	1
2	Review the City's storm drain system and drainage basins.	1
3	Inventory the City's existing stormwater program, complete a regulatory gap analysis, and define future stormwater program needs, timing, and costs.	1
4	Review the City's capital improvement projects, timing, and costs.	1

2016-067

5	Establish the City's stormwater utility billing unit, estimate stormwater program revenue needs and recommended sources, and develop preliminary estimates of utility rates.	1
6	Explore alternative stormwater utility rate structures and policies, and work with City leaders to select those for the City.	1
7	Conduct informational workshops and meetings with the City Council, council committees, the public, and key stakeholders (including UI); and support the City's utility adoption hearing.	1 (All Phases)
8	Characterize drainage basins and subbasins, complete an on-site retention feasibility analysis, calculate runoff rates and volumes, and conduct a storm drain capacity analysis.	Subsequent Phase
9	Perform impervious surface measurements, and develop a utility customer billing database.	Subsequent Phase
10	Identify techniques to incentivize Low Impact Development (LID) that can be incorporated into utility policies and rate structure.	Subsequent Phase
11	Develop a financial plan that accounts for stormwater utility revenue needs and selected policies and rate structure, and estimates the City's utility rate and fees.	Subsequent Phase
12	Work with the City Attorney to develop a stormwater utility enabling ordinance.	Subsequent Phase
13	Compile work into an overall Stormwater Utility Plan.	Subsequent Phase

SCOPE OF WORK – PHASE 1

Task 1 – Project Initiation & Data Collection

Task Objectives: Kick-off the Project effectively and acquire the data necessary to complete Project tasks.

Engineer will:

- 1.1 Prepare for and hold an in-person kick-off meeting with City staff. The kick-off meeting will introduce key team members; discuss the overall Project scope, schedule, and budget; allow team members to exchange preliminary information; clarify lines of communication and responsibilities; identify next steps; and discuss other issues necessary for effective team coordination and efficient work on the Project. Engineer will complete a tour of City's basins and drainage system following the kick-off meeting.
- 1.2 Provide City with a data request form that lists the data needed to initiate the Project. Typical data needs include: *storm system mapping, roads, receiving waters, 303(d) listings and TMDLs, topography, aerial photos, parcel boundaries and data, zoning, land use, growth areas, soils, groundwater depths, climate & precipitation, current stormwater staffing and organization, current stormwater equipment, O&M records, current stormwater budget, known drainage problem areas and CIPs, stormwater plans, codes, standards, and other pertinent information.* Some of this data will not be needed until a subsequent phase of work.
- 1.3 Review available data and information from City, County, and agency websites. Available geodata will be incorporated into GIS.
- 1.4 Review the data gathered during Tasks 1.2 and 1.3, and prepare a Data Status and Needs Memorandum that lists missing data (if any) along with recommendations on how it can be acquired, including mode of data acquisition, data formats, and data gathering and quality assurance protocols.

Task 1 Products:

- *Kick-off meeting materials and notes (electronic format).*
- *Data Status and Needs Memorandum (electronic format).*

Task 2 – Review City Storm Drain and Drainage Basins

Task Objectives: Gain a good understanding of City's existing storm drain system, drainage basins and existing and future land uses.

Engineer will:

- 2.1 Obtain, review and edit City's existing drainage basins in GIS. Edits to basin boundaries will be made to reflect City's storm drain system. To the degree allowed by the task budget, Engineer will also delineate major subbasins in GIS for key areas of City.
- 2.2 Review City's drainage basin land use types and development levels for each overall drainage basin.
- 2.3 Review the existing storm drainage system and general conditions.
- 2.4 Prepare updated basins in GIS and provide to City in electronic format.

Task 2 Products:

- *GIS files and maps for the updated drainage basins (electronic format).*

Task 3 – Identify Stormwater Utility Personnel and Equipment Needs

Task Objectives: Work closely with City staff to inventory City's existing stormwater program and identify personnel and equipment needs to meet NPDES II requirements.

Engineer will:

- 3.1 Review the expected requirements of NPDES II and the SWMP that was previously submitted to EPA, and develop a detailed description and five (5) year schedule of expected NPDES II requirements in matrix format.
- 3.2 Correspond with City staff to gather information about the status of City's current stormwater program, activities, staffing, and funding as well as any already planned changes. To aid in this process, an Existing Stormwater Program Questionnaire will be provided to the appropriate City staff for completion. The Existing Stormwater Program Questionnaire will be structured to gather information about existing City staff, activities, and equipment that can contribute to meeting NPDES II requirements as itemized in Task 3.1. Engineer will also provide an early stormwater program data request so City staff can start gathering the necessary data prior to receiving the full questionnaire.
- 3.3 Compare City's current stormwater program to the expected NPDES II requirements and complete a detailed stormwater program regulatory gap analysis. The gap analysis will estimate the effects of NPDES II on stormwater staffing, O&M activities, and equipment, with timing and costs. The description and schedule of stormwater program changes and likely costs will be presented in a detailed matrix format that matches with the expected NPDES II requirements.
- 3.4 Develop annual stormwater checklists (five [5] years) to guide City staff during program implementation.

- 3.5 Prepare a draft Stormwater Utility Program Plan Memorandum describing the utility personnel and equipment planning process, major findings, and preferred implementation approach. The memorandum will provide a general summary of the current versus required stormwater program and costs with the detailed matrices appended.
- 3.6 Review City comments on the draft Stormwater Utility Program Plan Memorandum, and develop recommended responses.
- 3.7 Schedule and conduct a conference call with City to review and resolve comments on the draft Stormwater Utility Program Plan Memorandum.
- 3.8 Prepare the final Stormwater Utility Program Plan Memorandum to present to City Council and public.

Task 3 Products:

- *Draft and final Stormwater Utility Program Plan Memorandum, including completed questionnaire, gap analysis spreadsheets, and annual stormwater program implementation checklists (electronic format).*

Task 4 – Review City Stormwater Capital Improvement Projects (CIPs).

Task Objectives: Review City's stormwater capital improvement projects along with Project costs and schedule.

Engineer will:

- 4.1 Provide on-call advice and examples as City staff compiles stormwater problems, identifies and describes stormwater capital improvement Project (CIP) needs, estimates Project costs, ranks and prioritizes projects, develops an initial stormwater CIP schedule, and prepares a stormwater CIP map.
- 4.2 Review and comment on City's Stormwater CIP documents prior to finalization.

Task 4 Products:

- *Example stormwater CIP documents and prioritization schemes.*
- *Comments on the draft CIP documents prepared by City.*

Task 5 – Estimate Stormwater Program Revenue Needs, Billing Unit (ESU), and Preliminary Rates.

Task Objectives: Compile stormwater program and CIP annual costs and estimate funding needs.

Engineer will:

- 5.1 Develop three (3) alternative combinations of CIP Project specific financing approaches (pay-as-you-go vs. debt finance).
- 5.2 Work with City staff to select a preferred CIP financing approach, which will drive annual CIP revenue needs.

- 5.3 Compile annual revenue needs for the preferred stormwater program service level and CIP schedule and financing strategy.
- 5.4 Work with City to determine the amount of CIP reserve fund that will be established to cover unforeseen costs and emergencies, and enhance the utility's financial standing.
- 5.5 Work with City to estimate the amount of development review/permitting fee revenue necessary to cover the cost of enhanced development review activities (required by NPDES II).
- 5.6 Estimate the annual revenue needed from existing and proposed (stormwater utility) revenue sources to implement the stormwater program, planned CIPs, and build a reserve fund.
- 5.7 Delineate impervious surfaces on a sample of residential properties in City and estimate City's basic stormwater billing unit (ESU).
- 5.8 Roughly estimate the number of stormwater utility billing units City may have based on similar cities.
- 5.9 Roughly estimate the range in City's stormwater utility rates and example fees given the revenue needs and rough estimate of the number of billing units.
- 5.10 Prepare a draft Stormwater Funding, Revenue Needs, and Preliminary Rates Memorandum.
- 5.11 Review City comments on the draft Stormwater Funding, Revenue Needs, and Preliminary Rates Memorandum, and develop recommended responses.
- 5.12 Schedule and conduct a conference call with City to review and resolve comments on the draft Stormwater Funding, Revenue Needs, and Preliminary Rates Memorandum.
- 5.13 Prepare the final Stormwater Funding, Revenue Needs, and Preliminary Rates Memorandum to discuss with the City Council.

Task 5 Products:

- *Draft and final Stormwater Funding, Revenue Needs, and Preliminary Rates Memorandum (electronic format).*

Task 6 – Explore Alternative Stormwater Utility Rate Structures.

Task Objectives: Review and evaluate alternative stormwater utility rate structures and select a defensible rate structure and policies for City. The rate structure and policy work will consider the Lewiston decision.

Engineer will:

- 6.1 Prepare a matrix of alternative stormwater utility rate structures that are used by other stormwater utilities along with along with pros/cons (including defensibility issues).
- 6.2 Prepare a matrix of common stormwater utility policy issues and questions to City, with pros/cons (including defensibility issues), along with initial recommendations for City.
- 6.3 Lead a workshop with City staff and, at City's option, some council members to review alternative rate structures and policies, and determine the initial preferred approach for City.

- 6.4 Prepare a written analysis (fee basis document) describing why the selected policies and rate structure are: (a) appropriate for City's conditions and stormwater management system; (b) consistent with Idaho enabling legislation; (c) compatible with the Lewiston decision; and (d) fair to utility customers.
- 6.5 Prepare a draft Stormwater Utility Rate Structure and Policies Memorandum that incorporates the above work.
- 6.6 Review City comments on the draft Stormwater Utility Rate Structure and Policies Memorandum, and develop recommended responses.
- 6.7 Schedule and conduct a conference call with City to review and resolve comments on the draft Stormwater Utility Rate Structure and Policies Memorandum.
- 6.8 Prepare the final Stormwater Utility Rate Structure and Policies Memorandum to present to City Council and public.

Task 6 Products:

- *Stormwater utility rate structure and policies workshop materials and notes (electronic format).*
- *Stormwater utility rate structure and policies matrices (electronic format).*
- *Draft and final Stormwater Utility Rate Structure and Policies Memorandum (electronic format).*

Task 7– Phase 1 University of Idaho Meeting

Task Objectives: To meet with UI about City's proposed stormwater program and utility.

Engineer will:

- 7.1 Coordinate with City to prepare for an early coordination meeting with the University of Idaho (UI). Engineer will work with City staff to prepare an agenda and materials, schedule, and conduct the following meeting:
 - *An initial meeting with UI staff to: (a) discuss NPDES II requirements, City's obligations, potential changes in City's development review requirements, City's intent to form a stormwater utility, and the general impact that utility fees could have on UI; and (b) hear UI concerns and questions. The timing of this meeting will be determined after further discussion between Engineer and City staff.*

Task 7 Products:

- *Early UI meeting materials and notes (electronic format).*

ASSUMPTIONS

Task 1 Assumptions:

- *A two (2) hour kick-off meeting in Moscow will be attended by three (3) Engineer staff (two [2] in-person and one [1] via teleconference). Kick-off meeting is held in the late morning or over lunch, and no lodging is required.*
- *Two (2) Engineer staff will tour City's basins and drainage system immediately following the kick-off meeting. The tour will be led by City staff.*
- *City, County, other agency data is provided free of charge.*
- *No review cycle on Data Status and Needs Memorandum.*
- *Collection of new data and incorporation into GIS, if needed, will be done in Phase 2 of the Project.*

Task 2 Assumptions:

- *Additional basin characterization work and on-site retention/infiltration analysis will be done in a subsequent phase of the Project.*
- *No Engineer field work is required.*
- *City staff are available to obtain spot data if needed to complete Task work.*
- *Task does not include delineation of all drainage subbasins in City.*

Task 3 Assumptions:

- *City Project Manager distributes the Existing Program Questionnaire to appropriate staff, gathers completed questionnaires, and transmits to Engineer.*
- *The Existing Program Questionnaire is completed by City staff and returned to Engineer within three (3) weeks of receipt by City.*
- *No development or analysis of alternative service levels.*
- *One (1) review cycle on the draft Stormwater Utility Program Plan Memorandum utilizing standard review and comment form.*
- *A two (2) hour teleconference meeting to review and resolve comments on the draft Stormwater Utility Program Plan Memorandum.*
- *Only minor comments on the draft Stormwater Utility Program Plan Memorandum and attachments, no significant re-work.*
- *No changes to the Stormwater Utility Program Plan Memorandum in response to City Council and public review process are needed during Phase 1.*

Task 4 Assumptions

- *Engineer's support will be provided in a flexible manner up to the established budget. Services requested beyond the initial budget will require additional funding to be provided by City.*
- *For efficiency, the draft CIP documents for Engineer review are compiled and sent as a group.*

Task 5 Assumptions

- The estimated number of billing units and rates are for illustrative purposes only. The actual number and rates for City may vary significantly depending on City's final rate structure and policies, and the actual delineation of impervious surfaces for City's customer classes.
- One (1) review cycle on the draft Stormwater Funding, Revenue Needs, and Preliminary Rates Memorandum utilizing standard review and comment form.
- A one (1) hour teleconference meeting to review and resolve comments on the draft Stormwater Funding, Revenue Needs, and Preliminary Rates Memorandum.
- Only minor comments on the draft Stormwater Funding, Revenue Needs, and Preliminary Rates Memorandum, no significant re-work.
- No changes to the Stormwater Funding, Revenue Needs, and Preliminary Rates Memorandum in response to City Council or public review process are needed in Phase 1.

Task 6 Assumptions

- A two (2) hour stormwater utility rate structure and policies workshop in Moscow will be attended by two (2) Engineer staff with one (1) night lodging.
- One (1) review cycle on the draft Stormwater Utility Rate Structure and Policies Memorandum utilizing standard review and comment form.
- A two (2) hour teleconference meeting to review and resolve comments on the draft Stormwater Utility Rate Structure and Policies Memorandum.
- Only minor comments on the draft Stormwater Utility Rate Structure and Policies Memorandum, no significant re-work.
- No changes to the Stormwater Utility Rate Structure and Policies Memorandum in response to City Council and public review process is needed in Phase 1.

Task 7 Assumptions:

- One (1) review cycle on draft UI meeting materials utilizing standard review and comment form.
- The early UI meeting is held mid-day, involves no lodging, and will be attended by two (2) Engineer staff.

TIME OF COMPLETION and COMPENSATION SCHEDULE

The following schedule is based on a Notice to Proceed (NTP) from City by September 12, 2016 and resulting in Final Phase 1 Deliverables to be completed by April 30, 2017. An NTP issued on a different date will change the schedule accordingly.

COMPENSATION AND COMPLETION SCHEDULE			
Task	Description	Due Date	Compensation
1	Project Initiation & Data Collection	10/07/16	\$10,840
2	Review Storm System and Drainage Basins	10/21/16	\$6,780
3	Identify SW Utility Personnel and Equipment Needs	01/20/16	\$36,480
4	Review City Capital Improvement Projects	01/20/16	\$6,740
5	Estimate Stormwater Revenue, ESU, Prelim. Rates	03/21/17	\$24,370
6	Explore Alternative Stormwater Rate Structures	04/21/17	\$29,700
7	Phase 1 UI Meeting	04/11/17	\$5,050
TASK ORDER TOTAL:			\$119,960

The Not-To-Exceed amount to complete all services listed above for this Task Order No. 1 is one hundred nineteen thousand, nine hundred sixty dollars (\$119,960). No compensation will be paid over the Not-To-Exceed amount without prior written approval by City in the form of a Change Order. Monthly invoices shall be billed for time actually spent on the project. Any and all travel will only be reimbursed if pre-approved by the Project Manager, and only per City of Moscow Travel Policy. Reimbursable expenses will be paid at cost and only if pre-approved by the Project Manager, and accompanied by an itemized receipt. Any travel and/or reimbursables paid will be paid as part of the Not-To-Exceed Task Order Total per the Compensation and Completion Schedule above.

CONSULTANT

Cardno GS, Inc.

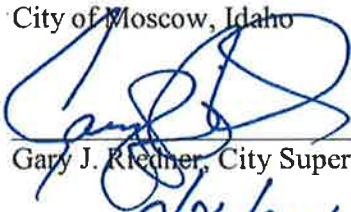

 Steven Clonts, Director of Contracts

Dated:

9/22/16

CITY

City of Moscow, Idaho


 Gary J. Riedner, City Supervisor

Dated:

9/26/2016

SIGNATURE BLOCKS MAY CHANGE WITH THE DOLLAR VALUE OF THE TASK ORDER

CITY OF MOSCOW

STORMWATER UTILITY STUDY – TASK ORDER NO. 1 CONSULTANT BUDGET

Task #	Task Description	Staff 1 Hours Senior Project Manager	Staff 2 Hours Scientist III Compliance Specialist	Staff 3 Hours Wtr. Res. Project Engineer	Staff 4 Hours Wtr. Res. Project Technician	Approx. Total Hours by Task	Approx. Labor Budget by Task*	Direct Expenses	Approx. Total Task Budget*
1	Project Initiation & Data Collection	15	25	21	7	68	\$10,540	\$300	\$10,840
2	Review Storm System and Drainage Basins	7	8	18	18	51	\$6,780		\$6,780
3	Identify SW Utility Personnel and Equipment Needs	25	188		18	231	\$36,480		\$36,480
4	Review City Capital Improvement Projects	4	30	8	2	44	\$6,740		\$6,740
5	Estimate Stormwater Revenue, ESU, Prelim. Rates	23	94	18	25	160	\$24,370		\$24,370
6	Explore Alternative Stormwater Rate Structures	41	122		10	173	\$29,085	\$615	\$29,700
7	Phase 1 UI Meeting	12	12		2	26	\$4,750	\$300	\$5,050
	Approximate Hours by Staff	127	479	65	82	753			
	Billing Rate	\$225.00	\$155.00	\$125.00	\$95.00		Project Labor	Project Expenses	Project Cost
							\$118,745	\$1,215	\$119,960

*Approximate Task Budgets Rounded to Nearest \$10.00.

ASSIGNMENT AND ASSUMPTION OF CONSULTING SERVICES AGREEMENT AND CONSENT

This Assignment and Assumption of Consulting Services Agreement and Consent (this "Assignment and Consent"), is entered into as of December 1, 2016 (the "Effective Date"), by and among the City of Moscow, Idaho, a municipal corporation of the State of Idaho ("City"), Aspect Consulting, ("Assignee"), and Cardno GS, Inc. ("Consultant").

RECITALS

WHEREAS, City and Consultant entered into that certain City of Moscow Master Agreement for Professional Services, dated September 20, 2016, (the "Agreement"), between City and Consultant; and

WHEREAS, pursuant to the Agreement, Consultant is to complete a Stormwater Utility Study, with Phase 1 of said study being conducted under Task Order 1, dated September 26, 2016; and

WHEREAS, Assignee is better situated to administer the Agreement including existing and future Task Orders issued under the Agreement, and City desires to assign all of its rights and obligations in, to, and under the Agreement to Assignee, and Assignee desires to assume certain of Consultants rights and obligations in, to, and under the Agreement; and

WHEREAS, City desires to consent to Consultant's assignment of its rights and obligations under the Agreement to Assignee, and to Assignee's assumption of Consultants' rights and obligations under the Agreement, and to agree to Assignee becoming its assignee under the Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, City, Assignee and Consultant hereby agree as follows:

- A. Assignment of Agreement. As of the Effective Date, City hereby expressly consents to Consultant transferring, assigning, and conveying this Agreement to Assignee.
- B. Assumption of Agreement.
 1. Assumption. As of the Effective Date, Assignee hereby accepts, assumes and agrees to perform, fulfill and comply with all covenants and obligations to be performed, fulfilled or complied with by Consultant pursuant to the Agreement from and after the Effective Date, and confirms that as of the Effective Date it shall be deemed a party to the Agreement and agrees to be bound by all of the terms of the Agreement and to undertake all the obligations of Consultant contained therein that are to be performed from and after the Effective Date and to receive the payments owed under the Agreement for services performed from and after the Effective Date.

2. References in Agreement. Assignee and Consultant hereby agree that all references in the Agreement to "Consultant" shall be deemed references to Aspect Consulting for obligations, rights, services and corresponding payments to be performed and received from and after the Effective Date.
 3. Receipt of Agreement. Assignee hereby acknowledges and confirms that it has received a copy of the Agreement, the schedules, and the exhibits related thereto.
 4. Prior Obligations. City and Consultant shall remain responsible for and perform all of the obligations under or with respect to the Agreement accruing prior to the Effective Date of this Assignment and Consent.
- C. Consent to Assignment. City hereby consents to Consultant's conveyance and assignment of the Agreement to Assignee pursuant to this Assignment and Consent, which is effective as of the Effective Date. Notwithstanding the foregoing, the parties hereto agree that City shall be entitled to pursue claims accruing or arising incident to the Agreement on or before the Effective Date, and all its rights and remedies related to such claims, for (a) payments of indemnity now or hereafter due under the Agreement from Consultant; and/or (b) insurance payments or proceeds, provided however, that Consultant's liability for such claims shall not exceed the liability it would have incurred if the assignment effected hereby had not been made.
- D. Insurance; Further Assurances. Assignee will provide City with evidence of insurance as required by the Agreement. Each party to this Assignment and Consent shall execute and deliver such instruments, documents and other written information and take such other actions as the other party may reasonably require in order to carry out the intent of this Assignment and Consent.
- E. Notices. Unless otherwise notified by Assignee, copies of any notices to be provided pursuant to the Agreement shall be sent to Assignee at the following address:
- Aspect Consulting, LLC
350 Madison Avenue North
Bainbridge Island, WA 98110
- F. Binding Effect. This Assignment and Consent shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.
- G. Entire Agreement. This Assignment and Consent shall constitute the entire agreement between the parties hereto with respect to the subject matter of this Assignment and Consent and supersedes all prior agreements, understandings, negotiations, representations, and discussions, whether verbal or written, of the parties, pertaining to that subject matter.
- H. Severability. If any provision of this Assignment and Consent is determined to be illegal or unenforceable, all other provisions shall nevertheless be effective.

- I. Governing Law. This Assignment and Consent and the legal relations between the parties hereto shall be governed by and be construed in accordance with the laws of the State of Idaho with venue in the District Court of the Second Judicial District of the State of Idaho, in and for the County of Latah.
- J. Counterparts. This Assignment and Consent may be executed in several counterparts and all such executed counterparts shall constitute one document, binding on all of the parties hereto, notwithstanding that all of the parties hereto are not signatories to the original or to the same counterpart.
- K. Administration of Agreement. The Agreement shall be administered by Trish Klimek on behalf of the Assignee. Any written notices required by the terms of this Assignment or the Agreement shall be served on or mailed to the following address on behalf of the Assignee:

Aspect Consulting, LLC
 350 Madison Avenue North
 Bainbridge Island, WA 98110

IN WITNESS WHEREOF, the parties have caused this Assignment and Consent to be executed effective the date and year first set forth above.

Consultant

City

Cardno GS, Inc.

City of Moscow, Idaho

Printed name: Steven Clarts

Title: Director of Contracts

Dated: 1/27/17

Bill Lambert
 Bill Lambert, Mayor

Dated: 2/1/17

Assignee

Aspect Consulting, LLC

ATTEST:

Printed name: Patricia Klimek

Title: Director of Operations

Dated: Jan. 25, 2017

Laure M. Hopkins
 Laurie M. Hopkins, City Clerk



CERTIFICATE OF LIABILITY INSURANCE

OP ID: SR

DATE (MM/DD/YYYY)

11/01/2017

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

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

PRODUCER Sprague Israel Giles 1501 Fourth Avenue, Suite 730 Seattle, WA 98101-3225 John M. Policar		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #: ASPEC-1		FAX (A/C, No):
INSURED Aspect Consulting, LLC 350 Madison Avenue North Bainbridge Island, WA 98110		INSURER(S) AFFORDING COVERAGE INSURER A : Lloyds of London INSURER B : Allmerica Financial INSURER C : National Union Fire Ins. Co. INSURER D : INSURER E : INSURER F :		NAIC # 15792 19445

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ GENERAL LIABILITY	☒	PGIARK06690-01	11/01/2017	11/01/2018	EACH OCCURRENCE \$ 2,000,000
	☒ COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☐ CLAIMS-MADE ☒ OCCUR					MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 5,000,000
	☐ POLICY ☒ PROJECT ☐ LOC					PRODUCTS - COMP/OP AGG \$ 5,000,000
B	☒ AUTOMOBILE LIABILITY	☒	AW2-D413706-00	11/01/2017	11/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO					BODILY INJURY (Per person) \$
	☒ ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	☒ SCHEDULED AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$
	☒ HIRED AUTOS					Comp Ded \$ 500
	☒ NON-OWNED AUTOS					Coll Ded \$ 500
C	☒ UMBRELLA LIAB ☒ OCCUR		EBU020580438	11/01/2017	11/01/2018	EACH OCCURRENCE \$ 5,000,000
	☒ EXCESS LIAB					AGGREGATE \$ 5,000,000
	☐ CLAIMS-MADE					
	☐ DEDUCTIBLE					
	RETENTION \$					
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	☐ Y/N	PGIARK06690-01	11/01/2017	11/01/2018	WC STATUTORY LIMITS ☒ OTHER
	☐ ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab		PGIARK06690-01	11/01/2017	11/01/2018	Ea Claim 5,000,000
A	Pollution Liab		NON ADMITTED			Total Clm 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

The City of Moscow is additional insured if required by written contract or agreement, subject to the General & Auto Liability additional insured provision endorsement attached.

Aspect #160473 - Stormwater Utility Study Phase 1

CERTIFICATE HOLDER

CANCELLATION

City of Moscow Attn: Les MacDonald 206 East Third Street Moscow, ID 83843	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2009/09)

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Alt 2017-005



City of Moscow Public Works Department

Memo

To: Gary Riedner, City Supervisor
From: Tyler Palmer, Acting Public Works Director
Date: 1/09/2019
CC: Kevin Lilly, Deputy Public Works Director, Engineering
Re: Proposed Standard Update Project

Gary,

As you are aware, we have a scope and budget for Phase II of the Storm Water Utility Study from Aspect Engineering. Having reviewed the proposal, we believe that it is in-line with industry norms, and meets the City's needs for moving forward in addressing our Storm System.

The cost scope at \$185,000. We have \$125,000 budgeted in the Professional Services line in the Sewer Budget (230-230-60-642-10). We are confident that we can cover the additional \$50,000 in the same budget between our Miscellaneous Professional Services (\$45,000) and Public Works Operations Facility Design, which will not move forward this fiscal year (\$40,000).

Let me know if you have any questions.

Regards,

Tyler

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 01/14/2019**Title:** Local Highway Safety Improvement Program (LSHIP) FY21 Grant Application**Responsible Staff:** Alisa Anderson

Information

DESCRIPTION: The Highway Safety Improvement Program (HSIP) is a federally funded program aimed at reducing Fatal and Serious Injury crashes on the roadway systems. Local Highway Jurisdictions (LHJs) receive approximately \$8.5 million of the state HSIP funds through the Local Highway Safety Improvement Program (LHSIP), a program administered through the Local Highway Technical Assistance Council (LHTAC). LHJs, such as the City of Moscow, with a Fatal and/or Serious (Type A) crash from 2013 - 2017 are eligible for the program. LHJs with at least one Serious Injury (Type A) or Fatal crash over the last five years are eligible to apply. Qualifying LHJs are identified by LHTAC and notified each fall to begin the application process. This federally funded program requires a local match not to exceed 7.34%.

The City of Moscow has been applying for LHSIP funding since 2012 and to date has successfully been awarded four safety projects. Prior awards include one completed project, the North Polk Safety Improvements, and three other awards are yet to be constructed but are programmed and included in the Idaho Statewide Transportation Improvement Plan. These projects include the 6th Street Pedestrian Safety Improvements which will be bid in the next 60 days and constructed during the summer of 2019. The 3rd Street Safety Improvement Projects, Phase 1 and Phase 2, are awarded and programmed for development in 2020 and construction in 2021. Total combined costs of the three upcoming projects to be constructed re \$758,000+ under the LHSIP.

In review and analysis of the citywide crash and accident data for 2013 - 2017, staff has identified a project located on Public Avenue designed to address the high rate of injury crashes and a fatality in this corridor. The project will provide systemic improvements (grouped location or corridor) on Public Avenue to extend 2,200 feet from Polk Street to Orchard Avenue. This proposed project will include widening of both lanes from approximately 12 feet with minimal shoulder and adjacent ditch to a full road cross section that includes a 17 foot travel lane (12 feet vehicle and 5 foot bicycle), 5 foot green strip, and 5 foot sidewalk. The project will include the installation of a storm sewer pipe to underground drainage areas that are currently located in roadside ditches, wider asphalt lanes, curb and gutter, green strip, and sidewalk. Additional work may include minor utility adjustments and retaining wall installation where necessary. The creation of the new, wider road will directly address the lane departure and angle crashes that are common in this corridor.

Total project costs are estimated not exceed to \$1,850,000 requesting \$1,714,000 in federal funding with a local match of 7.34% not to exceed \$136,000. If awarded, the project would be programmed by LHTAC in the Idaho Transportation Investment Program (ITIP) for project development (design) in the City's FY22 budget year with costs estimated at \$575,000 requiring a match of \$44,000. The construction project would then be scheduled in the FY23 City budget year with costs estimated at \$1,275,000 and a match of \$92,000. This grant funding request is due on January 17, 2019, and notification of award is anticipated by April 1, 2019.

STAFF RECOMMENDATION: Approve submittal of the grant request for the Local Highway Safety Improvement Program (LHSIP) FY21 Application for the Public Avenue Safety Improvement Project with total project costs estimated not exceed to \$1,850,000, federal funding request of \$1,714,000 with a local match of 7.34% not to exceed \$136,000.

PROPOSED ACTIONS: Approve submittal of the grant request for the Local Highway Safety Improvement Program (LHSIP) FY21 Application for the Public Avenue Safety Improvement Project with total project costs estimated not exceed to \$1,850,000, federal funding request of \$1,714,000 with a local match of 7.34% not to exceed \$136,000 or provide staff further direction.

Necessary Resources/Impacts

7.34% Matching Funds of \$136,000 in FY22 & FY23.

Attachments

LHSIP FY21 Public

Local Highway Safety Improvement Program: LHSIP FY21 Application

Idaho Local Highway Jurisdictions

Submittal Deadline: January 17, 2019 4:30 p.m. MST



Local Highway Technical Assistance Council

3330 Grace Street

Boise, Idaho 83703

208-344-0565/ 1-800-259-6841

Fax 208-344-0789

www.lhtac.org



INCLUDED IN THIS PACKET

1. APPLICATION INFORMATION

1.1 Program Background

1.2 Use of Funds

1.3 Eligibility

2. APPLICATION CHECKLIST

2.1 Analyzing the Data

2.2 Completing the Application

2.3 Limit and Exclusions

3. APPLICATION

3.1 FY21 Local Highway Safety Improvement Program Application

3.2 ITD 2435 Federal-aid Project Request

3.3 ITD 1150 Cost Summary Sheet

3.4 ITD 1983 Local Public Agency's Certificate of Completion of Right-of-Way Activities (if applicable)

4. ADJUSTMENTS AND DISTRIBUTION

4.1 Project Adjustments

4.2 Distribution

1. APPLICATION INFORMATION

1.1 PROGRAM BACKGROUND:

Local Highway Safety Improvement Program (LHSIP)

The Highway Safety Improvement Program (HSIP) is a federally funded program aimed at eliminating Fatal and Serious Injury (Type A) crashes on the roadway system. LHJs receive approximately \$8.5M of the state HSIP funds through the Local Highway Safety Improvement Program (LHSIP), a program administered through LHTAC. Local Highway Jurisdictions (LHJs) with a Fatal and/or Serious Injury (Type A) crash from 2013-2017 are eligible for the program. LHJs with at least one Serious Injury (Type A) or Fatal crash over the last five years are eligible to apply. Qualifying LHJs are identified by LHTAC and notified each fall to begin the application process. This federally funded program requires a local match, not to exceed 7.34%.

1.2 USE OF FUNDS:

Successful applicants are awarded funds for a project based on estimated costs. LHTAC will make every effort to cover cost over-runs; however, the applicant is ultimately responsible for costs exceeding the estimate. Changes to the project scope that alter the LHSIP project originally applied for may not be eligible to receive additional funding and the applicant may be responsible for the cost.

LHSIP funds can be used for a variety of safety-related projects that can reduce the number of crashes in the area identified. Your project can be systemic or single site and shall be aimed at improving safety at location/s which experienced a Fatal or Serious Injury (Type A) over the past five years.

Some examples of potential projects include:

New durable pavement markings	Traffic or pedestrian crossing signals	Pedestrian crossing
New or increased signing	Access control	Shoulder widening
Flashing beacon	Guardrail	Retroreflective backplates
Lighting improvements	Road safety audit	Road diets

1.3 ELIGIBILITY:

Eligibility is based on qualifying crashes your LHJ has had over the past five-year period. LHJs that have experienced at least one Fatal and/or Serious Injury (Type A) crash in that period are eligible to apply. A list of eligible jurisdictions is posted on our website. Jurisdictions will be notified of their eligibility.

2. APPLICATION CHECKLIST

2.1 ANALYZING THE DATA

1. The crash data is available online at <http://gis.lhtac.org/safety> or by visiting <http://lhtac.org/programs/lhsip/>, scrolling to the bottom of the page and selecting "crash data".
2. Once you have accessed the site, select your ITD District, and then your jurisdiction in the upper left corner.
3. The map will zoom to your Local Highway Jurisdiction and the crashes can be viewed. You may select an individual crash or using the mouse, select a group of crashes. Crash information will display below the map.
4. You may sort your crash information by selecting any of the headings.
5. You may apply additional filters to crash data by selecting "Crash Filters" from the top left corner. (If assistance is needed, please contact LHTAC.)
6. Determine the type of crash you would like to address with your improvement.
7. Count amount of each type of crash severity, in desired area/location of safety improvements (Fatal, Type A, Type B, Type C, PDO).
8. Using your experience, area knowledge, and the FHWA Crash Reduction Factor Toolkits or CMF Clearinghouse, select a Crash Reduction Counter Measure and Crash Reduction Factor (CRF) for the area/location you have chosen to address. You may propose implementing more than one Counter Measure in an area. The CRFs will be added together but are capped at a total CRF of 60% (will automatically add and cap at 60% on application).
 - We highly encourage you to look at systemic (grouped location or corridor) improvements rather than single site locations. Example: Using crash data at one intersection and applying improvements to multiple intersections with the same characteristics.
 - If you cannot determine what countermeasure is appropriate, please contact LHTAC for assistance.
 - A small amount of funds may be used for Road Safety Audits (RSA). Contact LHTAC to discuss your potential RSA application prior to submittal.

2.2 COMPLETING THE APPLICATION

1. Complete the application worksheet (excel form) with data collected. The top portion is the Local Highway Jurisdiction (LHJ) contact information.

Access application online <http://lhtac.org/programs/lhsip>, or email kkuther@lhtac.org for a copy to be emailed to you.

- Line 1 – Type of project (Single Site, Systemic, or Road Safety Audit)
- Line 2 – Number of Fatal Crashes
- Line 3 – Number of Type A Crashes
- Line 4 – Number of Type B Crashes
- Line 5 – Number of Type C Crashes
- Line 6 – Number of Property Damage Only (PDO) Crashes
- Line 7 – Counter Measure 1, Crash Reduction Factor 1, Service Life 1, Project Cost 1
- Line 8 – Counter Measure 2, Crash Reduction Factor 2, Service Life 1, Project Cost 2
- Line 9 – Counter Measure 3, Crash Reduction Factor 3, Service Life 1, Project Cost 3

*Please note that project cost should include Environmental, LHTAC, CE&I and ITD portion of costs. Cost adjustments can be made by LHTAC staff after the application has been received.

- RESULT (Red Box) – Automatically calculates Cost/Benefit Ratio.
- Additional Question – Does your jurisdiction have a Title VI plan that complies with 28 CFR 35.105 regarding Americans with Disabilities Act and complying with 23 CFR 200, Civil Rights Title VI Program?
 - Who is the point of contact for your plan?

2. Complete a one-page project description explaining the need, location, type of countermeasure, calculated match amount and other pertinent information to your project. If installation of signs is part of your safety project application, include in the project description the post type and/or mounting requirements used in your jurisdiction. Be sure to indicate if there are additional stakeholders (BLM, Forest Service, Tribal, etc.) and if they have already been contacted.

3. Complete [ITD 2435 Form](#), [ITD 1150 Form](#), and [ITD 1983 Form](#) (if applicable) for your proposed project.

4. Include a one-page vicinity map showing project location(s).

5. Funded projects are for the Fiscal Year 2021. The projects are federally funded and may require a 7.34% local match. Please include the estimated match amount in your one-page project description.

6. Minimal right-of-way acquisition is now an eligible item for LHSIP funding. To be eligible, right-of-way acquired must be directly related to the Crash Reduction Factor (CRF) indicated on the application. If the project does not require right-of-way please submit the ITD 1983 form with the application. If right-of-way acquisition is anticipated then omit the ITD 1983 form.

7. LHSIP funds can be used for design and/or construction. To assist in managing the LHSIP program, LHTAC may place the project development and construction of awarded projects in different Fiscal Years. The applicant will be made aware of any proposed changes prior to them being executed. All projects must meet Federal and State standards, signal warrants and ADA requirements.

2.3 LIMITS AND EXCLUSIONS

1. Applications for projects must include a Fatal or Serious Injury (Type A) crash. Projects without a Fatal or Serious Injury (Type A) crash will be removed from consideration.
2. Typically, you cannot apply to improve an intersection or location if that location has previously been awarded LHSIP funds. Some exceptions may be made. If you think you may be eligible for additional funding, contact LHTAC to discuss prior to submitting an application.
3. If applying for a signal, a current warrant analysis must have been completed, and warrants must be met. A copy of the warrant analysis is required with the application submittal.
4. If applying for a project at the intersection of a state road, the LHJ must have contacted ITD and ITD must agree to pay their appropriate share.
5. **Applications for a project with wetland impacts will be reviewed and considered.** Anticipated project impacts are to be clearly defined on the application and have a direct correlation to the safety improvement for which you applied. Wetland impacts must be less than 1/10 acre or the project will not be considered for LHSIP funding.

3. APPLICATION

3.1 FY21 LOCAL HIGHWAY SAFETY IMPROVEMENT PROGRAM APPLICATION

The actual application is in Microsoft Excel and has built-in formula calculators. A copy of the form can be found online at www.lhtac.org/programs/lhsip/.

Eligible jurisdictions are not limited to the number of applications they can submit.

Please submit applications electronically by emailing the package to applications@lhtac.org. The application package should include the following:

- Application (Microsoft Excel)
- A one-page project description
- A vicinity map
- [ITD 2435 Form](#)
- [ITD 1150 Form](#)
- [ITD 1983 Form](#) (if applicable)
- A completed signal warrant analysis if applying for signal work
- A completed letter of support from ITD (if all or portions of the project improvements are in ITD Right-of-Way)