



**Your Safety • Your Mobility
Your Economic Opportunity**

IDAHO TRANSPORTATION DEPARTMENT

P.O. Box 7129 • Boise, ID 83707-1129

(208) 334-8000 • itd.idaho.gov

**Idaho Transportation Board
Subcommittee on
State Highway System Adjustments**

February 19, 2020

12:45 PM

(or upon adjournment of the business meeting)

Idaho Transportation Department
3311 West State Street
Room 212
Boise, Idaho

ACTION ITEMS

	<u>Page</u>	<u>Time*</u>
1. Call meeting to Order – Chairman Kempton		12:45
2. January 21, 2020 Meeting Minutes – Chairman Kempton	1	
3. Realignment and Readjustment – US-95, Thorncreek Road to Moscow, District 2 – District Engineer (DE) Doral Hoff	4	12:50
4. Adjourn		1:15

*Listed times are estimates only.

Idaho Transportation Board Subcommittee on
State Highway System Adjustments

January 21, 2020

Idaho Transportation Board (ITB) Subcommittee on State Highway System Adjustments Chairman Jim Kempton called the meeting to order at 2:00 PM on Tuesday, January 21, 2020 at the Idaho Transportation Department (ITD) in Boise, Idaho. ITB Members Bob Hoff and Jan Vassar were present.

Key principals from ITD in attendance were Chief Engineer (CE) Blake Rindlisbacher, Planning Services Manager (PSM) Ken Kanownik, Planner Robert Beachler, Deputy Attorney General (DAG) Larry Allen, District 6 Engineer (DE) Jason Minzghor, District 6 Planner Mark Layton, and Executive Assistant to the Board Sue S. Higgins. DE 2 Doral Hoff and District 2 Planner Ken Helm participated via video conference.

ITB Member Jim Thompson was also present.

November 20, 2019 Meeting Minutes. Member Hoff made a motion to approve the November 20, 2019 Subcommittee meeting minutes as submitted. The motion passed unopposed.

Status of State Highway System Adjustments. PSM Kanownik summarized the pending relinquishments and realignments.

Realignment and Readjustment – US-95, Thorncreek Road to Moscow, District 2. DE Hoff said the Department has been working with the North Latah Highway District on the realignment of US-95 and a proposal to relinquish a portion of the existing highway to the local entity upon completion of the project.

PSM Kanownik presented a draft road closure and maintenance agreement. The North Latah Highway District has agreed to accept jurisdiction of the existing US-95 between milepost 335.161 and 339.766 upon completion of the realigned state highway. Funding to improve that section was approved earlier, as the initial project to widen US-95 from Lewiston to Moscow started about 20 years ago.

Member Vassar supported the proposal. Chairman Kempton said the respective Board member is to concur with the action before it is presented to the Subcommittee. PSM Kanownik added that staff intends to present the item to the full Board next month.

DAG Allen cautioned that the route cannot be relinquished until the new US-95 alignment is constructed. He recommended adding language stating that the agreement will not go into effect until the construction of US-95 is completed. At that time, the item should be presented to the full Board for action. Chairman Kempton recommended preparing a separate document.

CE Rindlisbacher recommended creating a separate project for the improvements to the stretch of US-95 to be relinquished to the highway district. Those improvements should not be included as part of the US-95, Thorncreek to Moscow project.

Member Vassar made a motion to move forward on the two actions and documents: to relinquish a portion of US-95 to North Latah Highway District upon completion of the construction project and to provide funding to the local public agency to improve the existing portion of US-95 that will be transferred to the highway district.

The motion passed unopposed.

Madison County Frontage Road Relinquishment, District 6. DE Minzghor submitted a draft road closure and maintenance agreement to relinquish the East Side Frontage Road/Farm Field Access to Madison County. Some funding would be required to defray the cost of operation and maintenance. (The frontage road was established to avoid land-locking property when the US-20, Thornton Interchange was constructed and the at-grade crossing on US-20 was eliminated. An easement was secured to provide access from those properties to local roads.) He added his intent to request an \$850,000 project during the Idaho Transportation Investment Program (ITIP) update for the county to improve the gravel road.

Member Vassar made a motion directing staff to proceed with the negotiations with Madison County to transfer the frontage road to the local entity and present the transaction to the full Board next month for its consideration.

Member Hoff moved to amend the motion to include the addition of a project in the ITIP.

CE Rindlisbacher said the draft agreement could be revised to state the District's intent to add a project to the ITIP and upon securing the funds, the transaction may proceed.

Chairman Kempton believes there are three parts to this transaction: take the request to the full Board for its consideration; the amendment to the motion noting the addition of the \$850,000 project in the ITIP; and the addition of language in the draft agreement stating upon approval of the project in the ITIP, proceed with the transfer.

DAG Allen said the normal process is for the Subcommittee to direct staff to negotiate with the local public agency, the local agency approves a resolution agreeing to the transaction, the local agency signs the agreement, the signed agreement is presented to the Subcommittee, and then the transaction is presented to the full Board. Local public agencies are to conduct public hearings on the proposed transaction and approve a resolution to that effect.

Member Vassar asked if that process needs to be followed for the US-95, Thorncreek to Moscow project. DAG Allen replied in the affirmative. The public hearing step may have been satisfied during the National Environmental Protection Act process; however, the state cannot abandon a highway without the impacted local public agency consenting to the relinquishment.

Chairman Kempton said that process should be outlined in the minutes. The motion before the Subcommittee is to take the request to the full Board for its consideration; note in the draft agreement the intent to add an \$850,000 project in the ITIP; and revise the draft agreement to state that the transfer will proceed upon approval of the project in the ITIP.

The motion passed unanimously.

SH-33, Sugar City Relinquishment, District 6. DE Minzghor presented a draft road closure and maintenance agreement relinquishing SH-33 from milepost 337.478 to 339.759 and the Sugar City Half Interchange Connector Road from milepost 100.00 to 100.12 and 100.367 to 100.587 to Madison County. DE Minzghor anticipates a payment of approximately \$3,000,000 to defray operation and maintenance costs and to improve a segment of the highway by the railroad. He intends to request a project in the ITIP during the next update cycle.

Member Hoff made a motion for the Subcommittee on State Highway System Adjustments to recommend paying the sum of \$3,100,000 to Madison County to defray the cost of the operation and maintenance of SH-33 from milepost 337.478 to milepost 339.759, and the Sugar City Half Interchange Connector Road, milepost 100.00 to milepost 100.12, and milepost 100.367 to milepost 100.587; also for an improvement project known as the “City of Sugar City Railroad Avenue/3rd South Improvement” to the Idaho Transportation Board to seek approval to enter into the provided agreement pending Madison County approval.

The motion passed unopposed.

East Side Frontage Road/Farm Field Access, Revisited. Member Hoff made a motion for the Subcommittee on State Highway System Adjustments to recommend paying the sum of \$850,000 to Madison County to defray the cost of the operation and maintenance of the East Side Frontage Road/Farm Field Access consisting of two canal bridges, to the Idaho Transportation Board to seek approval to enter into the provided agreement pending Madison County approval.

Administrative Policy 5061 State Highway System Adjustments. PSM Kanownik proposed revisions to the administrative policy on state highway system adjustments. Some of the changes will address funding, including encouraging staff to identify the funding mechanism before presenting transactions to the Subcommittee. CE Rindlisbacher suggested including standard language in the road closure and maintenance agreements that the agreements are contingent on Board approval of funding, if applicable.

The meeting adjourned at 3:05 PM.

Respectfully submitted by:
SUE S. HIGGINS
Executive Assistant & Secretary
Idaho Transportation Board

SSH:AdjustSubMin2020^01;1/24/20

ROAD CLOSURE AND MAINTENANCE AGREEMENT
PROJECT NO. DHP-NH-4110(156)
US95, THORNCREEK ROAD TO MOSCOW
LATAH COUNTY
KEY NO. 9294

PARTIES

This Agreement is made and entered into this _____ day of _____, _____, by and between the **IDAHO TRANSPORTATION DEPARTMENT**, hereafter called the State, and **NORTH LATAH HIGHWAY DISTRICT**, hereafter called the Highway District (hereinafter collectively referred to as the “Parties”).

PURPOSE

The State has programmed the construction of Project No. DHP-NH-4110(156), Key No. 9294, to consist of reconstructing and realigning US95 between Thorncreek Road and Moscow (hereinafter referred to as the “Project”). The reconstruction and realignment of US 95 between Thorncreek Road and Moscow is shown on the attached print marked “Exhibit A” and made part of this Agreement.

The State, upon, and not until completion of the Project and Improvements will relinquish certain roads to the Highway District, and the Highway District will accept the jurisdiction of the same certain roads from the State in accordance with Idaho Code 40-203B upon completion of the Project and Improvements. The relinquishment by the State and the acceptance by the Highway District will be effective upon completion of the Project and Improvements.

This Agreement is entered into pursuant to Idaho Code, Section 40-317 Idaho Code.

The Parties agree as follows:

SECTION I: That the State will:

1. Designate the new route, as shown on Exhibit A, as US95 between the connection to the existing route and new US95.
2. Construct two new approaches connecting the existing highway and the new US95 near milepost 335.161 (Station 101+00) and at milepost 339.766 (Station 341+24) as shown on Exhibit A.
3. Assume all costs of right-of-way acquisition, engineering, and environmental work necessary to complete the design and advertisement work of the project on the portion of highway that will eventually be relinquished to and accepted by the Highway District, excepting those items hereafter stated as obligations of the Highway District in accordance with the attached Exhibit A.

4. Upon execution of this Agreement and submittal of consultant invoices approved by the Highway District, pay for consultant services not to exceed a total value of \$155,282 to complete the associated design work described below in 4a-4f (hereinafter referred to as the “Improvements”) at intervals of one month or greater.
 - a. An overlay over the entire highway that has a thickness of 0.15’ and miscellaneous maintenance work to support the overlay,
 - b. Replace deficient pipes identified by the Highway District with new pipes,
 - c. Replace and/or update all guardrail along the route, and
 - d. Replace and/or update all signage and pavement markings along the route.
 - e. Obliterate portions of the pavement on the existing roadway that are wider than required.
 - f. The project will be constructed about 1 year after the new realignment will be constructed.

No additional funds will be paid for this work beyond this total value. If the project is not ultimately constructed, this agreement will be null and void, but funds expended for design would not be returned to the State.

5. Review and approve the Project plans and specifications prior to advertisement to ensure the scope of work for the Improvements is satisfactory.
6. Assume all construction administration and inspection costs necessary to complete the Improvements. After approval of Project plans, construction of the new US-95 highway, and submittal of approved consultant invoices by the Highway District, pay for consultant services not to exceed a total value of \$102,208 to advertise the Project and provide contract administration and inspection services for the bid package of the Improvements at intervals of one month or greater. No additional funds will be paid for this work beyond this total value. If the Project is not ultimately constructed, this agreement will be null and void.
7. Review and approve the low bidder after advertisement and prior to award. If the bid is higher than 110% of the engineers estimate, the State will make a decision to award the Project, or re-advertise it. If the Project is re-advertised, the State will pay for re-advertisement fees by the consultant.
8. Assume all costs for the construction contract work for the Improvements. Pay for construction costs not to exceed the amount of the low bidder of the Project plus an extra 5% of this amount for the contingency for change orders and unforeseen expenses. Construction payment will be made to the Contractor upon submittal of pay estimates by the consultant at intervals of 2 weeks or greater. No additional funds will be paid for this work beyond this amount. If the project is not ultimately constructed, this agreement will be null and void.
9. The State will maintain the portion of the highway to be relinquished to the Highway District from the time traffic is diverted onto the new four-lane divided US-95 Highway from Thorncreek to Moscow until the Improvements are constructed.

10. Relinquish and abandon in accordance with Idaho Code 40-203B to the Highway District by official notification from the Idaho Transportation Board which will be effective upon construction of the Improvements, that portion of existing US95 between milepost 335.161 and milepost 339.766, including the right-of-way appurtenant thereto, as shown on Exhibit A.

SECTION II: That the Highway District will:

1. Secure the services of a consultant to design a highway construction plan set and proposal that covers the scope of work for the Improvements, including requirements of the National Environmental Policy Act for approval by ITD. Submit approved consultant invoices to ITD for payment at intervals of one month or greater. Submit the highway construction plan set and proposal to the State for review and approval of the scope of work. The design work includes the clearance of project work through the National Environmental Policy Act.
2. Advertise for the construction of the Project, open bids, and prepare a contract estimate of cost based on the successful low bid in accordance with State laws on procurement procedures for local governments, and request State approval prior to award. Submit approved consultant invoices to ITD for payment at intervals of one month or greater. The highway construction contract must comply with the Buy America Steel Act.
3. After State review and approval of the low bidder, award a contract for construction of the Project based on the successful low bid, and provide the State a copy of the contract. Submit approved pay estimates to ITD for payment at intervals of two weeks or greater.
4. Secure the services of a consultant to provide all contract administration and inspection of the scope of work, and Project closeout tasks required to construct the Improvements. Submit approved consultant invoices to ITD for payment at intervals of one month or greater.
5. Consent to the abandonment by the State by resolution by the Highway District which will be effective upon completion of the Improvements, immediately accept the jurisdiction of and responsibility for, in full and every respect, that portion of existing US95 between milepost 335.161 and milepost 339.766, including the right-of-way appurtenant thereto, as shown on Exhibit A, in accordance with Idaho Code Section 40-203B.

SECTION III:

1. Sufficient Appropriation. It is understood and agreed that the State is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The State reserves the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the State to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.
2. This Agreement shall become effective on the first date mentioned above and shall remain in full force and effect until amended or replaced upon the mutual consent of the State and the Highway District.

SECTION IV: Approval and Effect

1. This Agreement will become effective when it is signed by all parties and then reviewed and approved by the Idaho Transportation Board.

EXECUTION

This Agreement is executed for the State by its Chief Engineer; and executed for the Highway District by the Board of Commissioners, attested to by the Secretary, with the imprinted corporate seal of the North Latah Highway District.

IDAHO TRANSPORTATION DEPARTMENT

APPROVED BY:

Chief Engineer

RECOMMENDED BY:

District Engineer

ATTEST:

NORTH LATAH HIGHWAY DISTRICT

Secretary

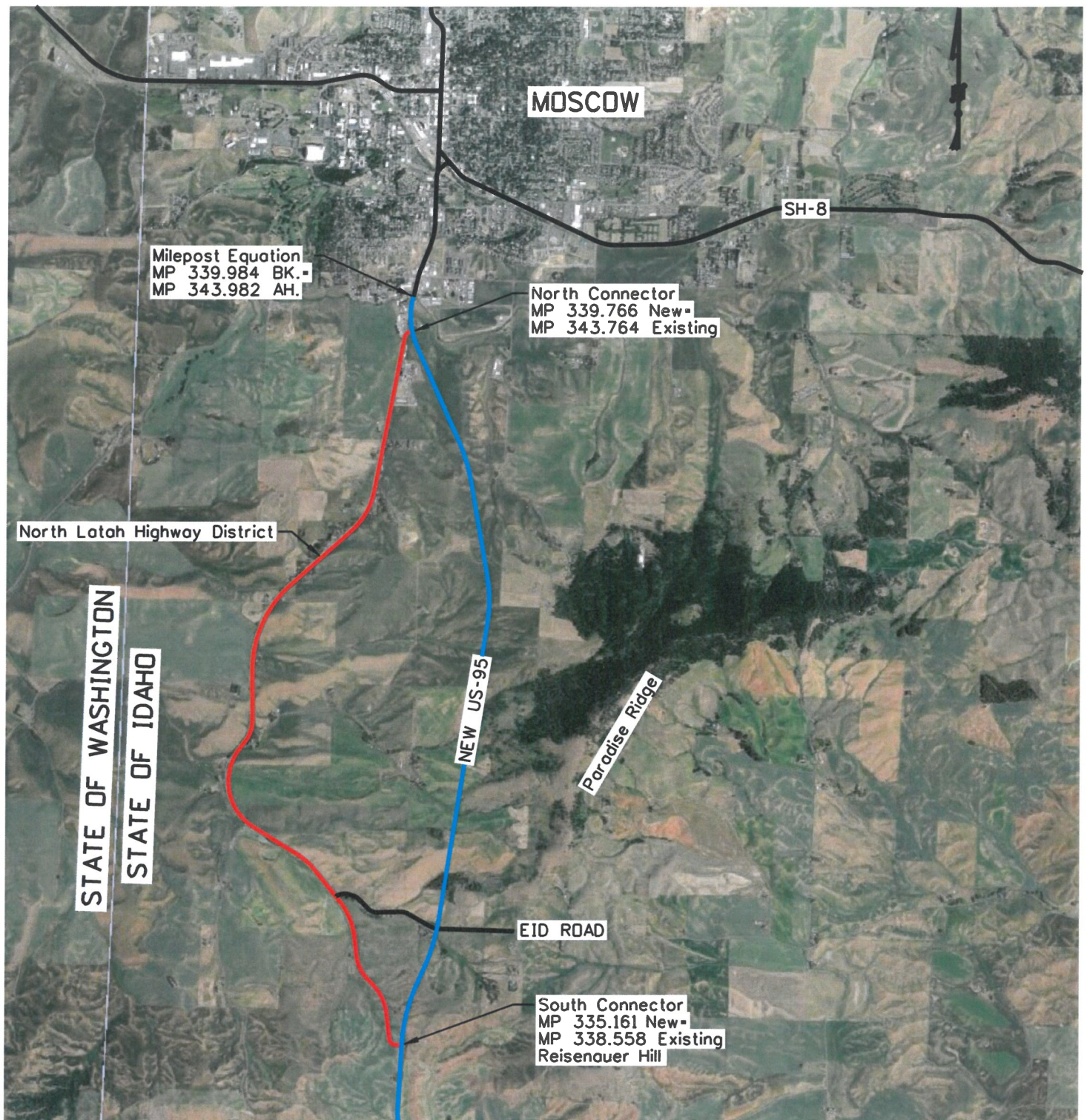
Chairman, Board of Commissioners

(SEAL)

Commissioner

By regular/special meeting on

Commissioner



- To be relinquished to North Latah Highway District
- US-95

EXHIBIT "A"
DHP-NH-4110(156)
THORNCREEK ROAD TO MOSCOW, PH. 1