



Moscow City Council Regular Meeting

~**Amended Agenda**~

www.ci.moscow.id.us

Laurie M. Hopkins

City Clerk

208.883.7015

Monday

7:00 PM

Council Chambers

December 17, 2018

206 E. Third St.

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

Pledge Of Allegiance

1. Consent Agenda (ACTION ITEM)

A. Approval Of Moscow City Council December 3, 2018 Minutes – Laurie M. Hopkins

Documents:

[CITY COUNCIL MINUTES OF DEC 3, 2018.PDF](#)

B. 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.

Documents:

[DISBURSEMENTS FOR NOV 2018.PDF](#)

C. 2019 City Limits Designation - Kevin Lilly

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.

Documents:

[2019 CITY LIMITS DESIGNATION.PDF](#)

D. 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.

Documents:

[ITD AGREEMENT 6TH ST LHSIP PROJECT.PDF](#)

E. Idaho Commission On The Arts Grant Application - Jen Pfiffner

The Idaho Commission on the Arts (ICA) Entry Track Grant is an annual opportunity designed to support public programs in the arts delivered by Idaho's arts organizations. The National Endowment for the Arts is the federal agency that provides funding that is administered by ICA. Grant awards are based on a formula that considers the panel review assessment, fiscal size of the organization, and past Commission funding. If awarded, funds would be used to support the public art project slated for the C and Main Street location as outlined in the Moscow Public Art Master Plan and the as approved by the Moscow City Council.

The City of Moscow has applied and received this grant for several consecutive years. The current cycle requires an application due on January 31, 2019. Awards are anticipated to be announced in June of 2019 with 90% of the award amount funded in July of 2019.

This was reviewed and recommended for approval by the Administrative Committee on December 10, 2018.

ACTION: Approve application for the Idaho Commission on the Arts (ICA) Entry Track Grant program.

Documents:

[ICA GRANT APPLICATION.PDF](#)

F. FY20 Cooperative Agreement ADA Ramp - Alisa Anderson

The Idaho Transportation Department (ITD) hosts a state-administered funding program to address non-compliant pedestrian curb ramps on the State Highway System. In March of 2018 the City submitted a funding request to ITD to construct three (3) ADA pedestrian curb ramps. The City has received a Cooperative Agreement for one (1) curb ramp located on the SE corner of Third and Jackson Streets with an award amount of \$32,000. This was reviewed and recommended for approval by the Administrative Committee on December 10, 2018.

ACTION: Approve the Cooperative Agreement for Project No. A022(091), FY20 Moscow 1 ADA Ramp, Latah County, Key No. 22091 and corresponding Resolution.

Documents:

[FY20 COOPERATIVE AGREEMENT FOR ADA RAMPS.PDF](#)

G. City Of Lewiston Agreement With City Of Moscow - Shooting Range - James Fry

The Moscow Police Department upholds high standards for firearms training and skills and maintains firearm qualifications for our officers. In addition to officer qualifications and practice, the Department's special response team conducts firearm training once a month. The shooting range owned by the City of Moscow can be inaccessible during the winter months due to snow conditions. The City of Lewiston owns an outdoor shooting range which is accessible most months due to its milder climate. The use of the City of Lewiston shooting range would provide training options for Moscow Police Department officers when the Department's range is closed due to inclement weather conditions. There is no cost to the City of Moscow for use of the City of Lewiston's range. The Moscow Police Department is requesting the City of Moscow enter into an agreement with the City of Lewiston to enable police department officers to utilize the City of Lewiston's shooting range on an as-needed basis. This was reviewed and recommended for approval by the Administrative Committee on December 10, 2018.

ACTION: Approve the Agreement between the City of Lewiston and the City of Moscow to allow use of the City of Lewiston's shooting range.

Documents:

2. **Staff Recognition Report - Gary J. Riedner**
3. **Mayors Appointments (ACTION ITEM)**
4. **Public Comment And Mayor's Response Period (Limit 15 Minutes)**
5. **Citizen Commission Report - Historic Preservation Commission - Bill Belknap / Wendy McClure**
6. **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.

Documents:

[GOTCHA MOBILITY BIKE SHARE PROGRAM.PDF](#)

7. **Proposed Climate Change And Carbon Fee Resolution (ACTION ITEM) - Gary J. Riedner**

The City of Moscow Sustainable Environment Commission (SEC) has proposed that the City Council adopt a resolution urging the United States Congress to enact a revenue neutral carbon fee and dividend policy in order to address climate change and the role of carbon emissions contributing to climate change. A copy of the proposed Resolution is attached. This was reviewed and recommended for approval by the Administrative Committee on December 10, 2018.

PROPOSED ACTIONS: Adopt the resolution; reject the resolution or take other action deemed appropriate.

Documents:

[CLIMATE CHANGE AND CARBON FEE RESOLUTION.PDF](#)

8. Approval Of Real Estate Purchase (ACTION ITEM) - Gary J. Riedner

Pursuant to City Council direction and the City's Strategic Plan, Staff has been investigating potential sites for the location of a new police station facility. A potential site has been identified as meeting the criteria for the police station. Staff has been negotiating with the property owner on terms for purchase. The purchase and sale agreement will be presented for Council consideration and approval at the meeting, as it is anticipated that negotiations will be completed at that time.

PROPOSED ACTIONS: *Review purchase and sale agreement and approve the agreement or take such other action deemed appropriate.*

Documents:

[REAL ESTATE PURCHASE.PDF](#)

Reports

City Council
Mayor
Staff

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

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



Moscow City Council

Regular Meeting
~Minutes~

Laurie M. Hopkins
City Clerk

www.ci.moscow.id.us

208.883.7015

Monday
December 3, 2018

7:00 PM

Council Chambers
206 E. Third St.

The meeting was called to order at 7:00 PM

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

STAFF: Gary J. Riedner, Mia Vowels, Bill Belknap, Tyler Palmer, Kyle Steele, Rick Benjamin, Laurie M. Hopkins

Pledge of Allegiance

Council Member Sullivan led the Pledge of Allegiance.

Riedner handed out an amended version of the November 19, 2018 City Council minutes.

1. Consent Agenda

A. Approval of Moscow City Council November 19, 2018 Minutes – Laurie M. Hopkins

B. City Council Minutes of September 4, 2018 Amendment – Laurie Hopkins

In reviewing past minutes, it came to Staff's attention that two vote results were inadvertently left out of the approved September 4, 2018 minutes. The roll call vote took place and can be reviewed on the meeting video found here: <https://youtu.be/FKRYGujuNKQ>. Due to the fact it is not a simple scrivener's error, Staff felt the City Council should review and reapprove the minutes.

ACTION: Approve the amendment to the September 4, 2018 Moscow City Council minutes.

C. Idaho Office of Highway Safety - 2019 Traffic Enforcement Grant Project Program – Alisa Anderson

The Idaho Transportation Department through the Office of Highway Safety (OHS) administers the Traffic Enforcement Grant Project program. The goal of the program is to eliminate death and serious injuries resulting from motor vehicle crashes and implement programs designed to address driver behavior. The purpose of the program is to provide funding at the state and community level for a highway safety problem that addresses Idaho's and the community's own unique circumstances and particular highway safety needs. The Traffic Enforcement Grant Project program establishes project requirements and a grant funding process to support the enforcement efforts of local law enforcement agencies through dedicated overtime hours and/or traffic enforcement equipment. This was reviewed and recommended for approval by the Administrative Committee on November 26, 2018.

ACTION: Approve the 2019 Traffic Enforcement Grant Project Agreement, Certifications and Assurances, and Risk Assessment for assistance from the Idaho Office of Highway Safety for mobilizations during specified Highway Safety Performance Plan focus area events, campaigns, and/or Mini-Grant requests up to an accumulative amount per program fiscal year of \$50,000 without seeking additional approval.

Minutes Acceptance: Minutes of Dec 3, 2018 7:00 PM (Consent Agenda (ACTION ITEM))

D. MOU Agreement with University of Idaho Regarding Liability and Responsibility - Mia Vowels

The University of Idaho and the City of Moscow routinely enter into contracts, agreements, and various Memoranda of Understanding (MOU). In every contract, agreement, or MOU there is a provision regarding liability and responsibility that is negotiated between the respective entities. The proposed hold harmless provision in the MOU has been vetted by the University's Legal Counsel, the City's Legal Department and the City's insurance carrier as adequate regarding liability and responsibility and is proposed to be the standard hold harmless default provision that would be used in the routine contracts, agreements and MOU. This was reviewed and recommended for approval by the Administrative Committee on November 26, 2018.

ACTION: Approve the Memorandum of Understanding between the University and City of Moscow regarding Liability and Responsibility.

E. Office Building Lease - Gary J. Riedner

Office space within the Mann Building and City Hall is inadequate for current staff needs. Recently an office space at 203 East Third Street has been vacated by American Insurance. The office is located directly across Third Street from City Hall. The owner of the building, Robin Woods, has offered to lease the space to the City for use as additional offices. Staff is recommending a three year lease term, with two one-year rights to renew at the City's option. The office would be available on or before January 1, 2019. The source of funding for the lease would be the General Fund. This was reviewed and recommended for approval by the Administrative Committee on November 26, 2018.

ACTION: Approve the attached lease with Robin Woods for office space located at 203 East Third Street.

Sullivan moved to approve the consent agenda minus Item 1E. The motion was seconded by Bonzo. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Sullivan said she listened to the Administrative Committee and there was discussion on the dollar per square foot being consistent with market rate but no discussion on escalation. Riedner said 3% is typical for City contracts to keep with inflation. Woods wanted the escalator to keep up with inflation. The 3% was acceptable by both. Bettge moved to approve Item 1E. Taruscio seconded. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Riedner asked for Council consensus to confirm the vote on Item 1A was for the amended minutes. The full Council confirmed.

2. Staff Recognition Report - Gary J. Riedner

The Fleet Department received an award by Government Fleet Magazine. Palmer said this is the third award for the Fleet Department but this one is particularly important because Rick Benjamin, Fleet Supervisor is retiring. Palmer described the recognition program. Of the cities recognized, Moscow is one of the smallest. Mayor Lambert and Palmer presented the award to Benjamin. Benjamin said fleet is behind the scenes and it is special to be recognized for it. Mayor Lambert complimented Benjamin for the innovative operations.

3. Mayors Appointments

None offered.

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

Kent Salisbury, 627 N Van Buren Moscow ID, said he is a recent transplant from Idaho Falls. His first impression of the downtown area was there was trash here and there. He spoke with Bettge about this concern and by the end of the week he already saw it get better. He thought the Council could encourage businesses and the public to put their trash in the appropriate receptacle.

5. Palouse Regional Housing Needs Assessment (ACTION ITEM) - Jen Pfiffner

Communities and employers throughout the Palouse have voiced concerns regarding a lack of affordable housing. As housing impacts the well-being and economic security of every individual and family on the Palouse, attending to the region's housing challenges provides a significant opportunity for improving the quality of lives and the economy of the region.

The issue of affordable housing is not unique to Idaho, especially on the Palouse, considering the proximity of Idaho and Washington. Given the regional impacts of the issue, coupled with PEP's commitment and foundation in partnership and the severity of the issue as reported by members of PEP and highlighted in the ALICE Report developed by United Way, the organization looks forward to taking the lead in coordinating a Palouse Regional Housing Needs Assessment.

PEP is requesting the City of Moscow participate in the study and provide a financial commitment of \$10,000. The goal of the assessment is to provide a clear understanding of the affordable housing issue and to provide the information needed to begin working head on to address the problem.

PROPOSED ACTIONS: Approve the financial participation in the Palouse Regional Housing Needs Assessment in the amount of \$10,000 or take such other action deemed appropriate.

Riedner gave a brief history of the item coming before the Council and turned it over to Gina Taruscio. Taruscio explained since being hired at Partnership for Economic Prosperity (PEP), she has spent a lot of time out in the communities listening to what they need. The same refrain seems to be broadband, workforce and housing, which related nationwide as well. Taruscio went through two key reports: Asset Limited Income Constrained Employed (ALICE) from the Harvard's Joint Center for Housing Studies and Out of Reach (HSOR) by JPMorgan Chase & Co. Businesses are finding housing affordability limiting their ability to grow. Housing should be 30% or less of a family's salary. Geography, economics and in some places zoning laws limit the potential for low cost housing to be built in economically prosperous areas. The HSOR report also addresses the cost of housing and how it impacts a family budget. The entire region is affected by this need and are stakeholders. The housing needs assessment includes affordable housing and higher end housing for the entire workforce in the communities. Taruscio introduced Brian Points from Thomas P. Miller and Associates, the main contact for the study.

Points provided a background on himself and the company. He went through the elements of the study: understand clients need; desktop review of existing plans, studies or databases; housing stock, growth, costs; resident demographics; focus group meetings with stakeholders; assess current housing. Points provided examples of projects his company worked on and the results of implementation by the organization. Examples of qualitative items the analysis will look at are what kind of amenities are offered; is the housing next to a bus stop; is it appealing to young, middle, and/or older age citizens. The outcomes of the study will be a quantitative analysis, best practices, benchmarking for communities and recommendations for improvement with completion in approximately May 2019.

Taruscio said PEP will help lead the ideas for solutions by working with stakeholders by implementing change to allow some of the gaps to be filled.

Kimmell said this assessment will bring the information into a sophisticated report. The actionable items will be a burden on all stakeholders with PEP holding everyone accountable.

Bonzo moved and Boland seconded to approve the financial participation in the Palouse Regional Housing Needs Assessment in the amount of \$10,000. Taruscio recused herself from the vote. Roll Call Vote: Ayes: Unanimous (5). Nays: None. Abstentions: None. Motion carried.

6. Stormwater Phase II Draft Permit - Les MacDonald

Palmer explained the Clean Water Act (CWA) began the process for stormwater permitting. The importance of stormwater permitting is because cities in urban areas generate many of the pollutants that end up in the waterways. Moscow's stormwater is currently managed through Streets and don't have the resources to be proactive in monitoring.

Steele said until about 1990, the primary focus of the CWA was on the wastewater discharges and treatment facilities. Steele explained the levels of the Municipal Separate Storm Sewer System (MS4) designations. In 2007 Moscow was notified by Environmental Protection Agency (EPA) as a potential candidate as a small MS4 for Phase I regulation. In 2008, Moscow received the official designation notice and were asked to make application for permit by 2009. The City Council approved the permit application for permit coverage as well as develop a comprehensive stormwater management program to submit to EPA in September 2009. In 2011, Moscow received the draft individual permit but there was a lot of changes at the federal level regarding the regulation. In 2015, Moscow received a draft general permit that would apply statewide. The general permit would affect all small MS4 cities. More changes occurred at the federal level and in July 2018, the general permit was canceled and Moscow received a new individual permit. The stormwater management program (SWMP) must include: public education and outreach, illicit discharge detection and elimination; construction and post construction site runoff control and pollution prevention and good housekeeping. The permit is effective for 5 years but many times permits are extended. Palmer added there will be a lot of activity and staff will come back and update the City Council Members as the process moves along.

The permit begins with a long administrative process where agencies and stakeholders help develop standards by which DEQ makes recommendations to EPA. The draft permit is issued and the public and regulated entity is allowed time to comment on it. Staff reviews the permit and scientific issues and determines whatever limitations are placed on the City, that they can be met. A stormwater consultant has been retained to assist with developing standards with an end goal of a stormwater utility.

Reports

City Council

Building Code Advisory Committee - Bettge said the Committee is discussing tiny home neighborhoods.

SMART Transit - Zabala reported they are discussing extending the term of the Council board position and marketing strategies to increase ridership.

Planning & Zoning Commission - Zabala said the Commission discussed the public comments on updates to the Comprehensive Plan.

Historic Preservation Commission - Sullivan said they are working on the series of interpretative signage and the 1912 Center sign is complete and will be installed in January. The City Hall sign is next with the hopes for installation in the spring.

Mayor

Lambert said he attended MYAC, airport board, and AIC board meetings as well as the holiday parade and firemans ball.

Staff

Riedner reminded the Council of the monthly breakfast meeting and the holiday employee potluck.

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

Boland moved and Bettge seconded to adjourn the meeting to Executive Session. Roll Call Vote: Ayes: Unanimous (5). Nays: None. Abstentions: None. Motion carried. The meeting adjourned to Executive Session at 8:40 p.m.

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

Minutes Acceptance: Minutes of Dec 3, 2018 7:00 PM (Consent Agenda (ACTION ITEM))

**CITY OF MOSCOW
MINUTES OF CITY COUNCIL EXECUTIVE SESSION
November 5, 2018**

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

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

The executive session was called to order at 8:45 p.m.

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

The executive session was adjourned at 9:03 p.m.

Minutes Acceptance: Minutes of Dec 3, 2018 7:00 PM (Consent Agenda (ACTION ITEM))

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 12/17/2018**Title:** Disbursement Report for November 2018**Responsible Staff:** Sarah Banks

Information

DESCRIPTION: Presentation of the Accounts Payable Report for the month ending November 30th, 2018. A summary of the major expenditures has been approximated by category and represents 97% of the total expenditure of \$4,248,771.91.

Payroll	\$1,012,122.00
Professional Services	247,581.00
Sanitation	321,009.00
Contractual Payments	42,317.00
Supplies	66,099.00
ACH Wells Fargo	27,095.00
Utilities	61,791.00
ITD Ach Payment	2,207,300.00
Capital Outlay	77,585.00
Capital Outlay-Improvements	48,157.00
Capital Outlay- Vehicles	15,112.00
Total	\$4,126,168.00

STAFF RECOMMENDATION: Approve report.

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

Necessary Resources/Impacts

\$4,248,771.91

Attachments

Disbursement Report FY19

Cash & Investments Balances 11_30_2018

Revenue 2019

DISBURSEMENTS REPORT FOR NOVEMBER 2018

DATE	FUND NAME	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE	ACCOUNTS PAYABLE ACH	VOID CHECKS	PAYROLL	PAYROLL	GRAND TOTALS
BATCH #		11/2/2018	11/8/2018	11/13/2018	11/15/2018	11/21/2018	11/29/2018		11/13/2018	11/9/2018	11/21/2018	
CHECK #'s		00001.11.2018	00002.11.2018	02000.11.2018	00003.11.2018	00005.11.2018	00006.11.2018	00004.11.2018 00007.11.2018 02000.11.2018		0100.11.2018 0101.11.2018	200.11.2018	
Fund #		89336-89386	89387-89470	89471	89472-89538	89539-89591	89592-89655	Nov CC.Ach's/ITD ACH	89471	20838-20859 20828-20837	20860-20870	
101	ACH for Wells Fargo to be Imported							2,597.57				2,597.57
105	GENERAL	16,418.06	16,235.51		20,387.99	15,065.07	24,841.20	14,326.49		294,307.54	324,301.55	725,883.41
120	STREETS	15,217.47	13,375.66		12,585.52	1,216.71	2,344.10	270.65		22,163.34	22,587.03	89,760.48
121	RECREATION AND CULTURE	5,336.03	10,117.60		7,465.67	6,893.88	10,169.03	3,093.76		47,917.61	47,071.20	138,064.78
123	MSD COMM. PLAY FIELDS		253.30		43.42	449.33		379.90		1,561.58	1,615.25	4,302.78
128	1912 CENTER		3,682.50			7,916.67						11,599.17
220	TRANSIT CENTER	236.39	46.29		1,050.77		65.29					1,398.74
230	WATER	24,590.22	10,071.41		10,135.88	1,624.45	73,207.01	2,988.24		42,916.73	44,951.47	210,485.41
240	SEWER	18,520.39	15,069.75		2,626.11	19,773.85	12,388.96	290.40		49,851.14	44,202.83	162,723.43
290	SANITATION	6,669.01	92,104.62		11.30	211,870.50	3,936.71	184.15		5,138.35	5,232.49	325,147.13
295	FLEET	3,818.40	9,110.88		8,302.64	251.78	23,669.34	353.92		12,019.27	12,230.13	69,756.36
320	INFORMATION SYSTEMS	9,702.46	72,381.64		40,159.94	8,933.27	5,475.59	2,610.28		16,779.05	17,275.36	173,317.59
330	WATER CAPITAL PROJECTS			459,517.00	27,818.00			459,517.00	(459,517.00)			487,335.00
340	SEWER CAPITAL PROJECTS			253,695.00	18,002.50			253,695.00	(253,695.00)			271,697.50
350	SANITATION CAPITAL PROJ											0.00
355	CAPITAL PROJECTS	316.60	24,034.59	1,494,088.00	35,108.31	3,674.30	17,480.76	1,494,088.00	(1,494,088.00)			1,574,702.56
380	LID CONSTRUCTION											0.00
590	HAMILTON - PARKS & REC											0.00
	BONDS & INTEREST											0.00
	TOTAL	100,825.03	266,483.75	2,207,300.00	183,698.05	277,669.81	173,577.99	2,234,395.36	(2,207,300.00)	492,654.61	519,467.31	4,248,771.91

WIRE Transfers:

Kathryn Bonzo, Chair

Brandy Sullivan

Jim Boland

Sarah L. Banks, Finance Director

**City of Moscow
Cash and Investments
Balances as of 11/30/2018**

Fund		Year to Date Balance	PY Balance	Difference
General Fund	\$	4,300,115.84	\$ 3,942,224.71	\$ 357,891.13
Street Fund	\$	1,480,561.57	\$ 1,290,948.96	\$ 189,612.61
Culture & Recreation	\$	1,326,969.13	\$ 1,281,797.54	\$ 45,171.59
MSDCPF	\$	136,589.88	\$ 138,854.23	\$ (2,264.35)
1912 Fund	\$	64,009.83	\$ 83,254.40	\$ (19,244.57)
Transit Center	\$	66,833.21	\$ 44,292.12	\$ 22,541.09
Water Fund	\$	3,062,461.21	\$ 2,380,456.50	\$ 682,004.71
Sewer/WWTP	\$	3,774,202.96	\$ 3,790,466.54	\$ (16,263.58)
Sanitation Fund	\$	2,373,822.43	\$ 2,030,285.96	\$ 343,536.47
Fleet Fund	\$	3,260,992.40	\$ 3,106,400.28	\$ 154,592.12
Information Systems	\$	1,842,487.58	\$ 1,766,795.91	\$ 75,691.67
Water Capital	\$	5,938,046.01	\$ 6,036,871.70	\$ (98,825.69)
Sewer Capital	\$	8,146,156.50	\$ 6,244,877.23	\$ 1,901,279.27
Capital Projects	\$	3,204,244.29	\$ 4,405,176.30	\$ (1,200,932.01)
Sanitation Capital	\$	4,969,102.57	\$ 4,387,413.59	\$ 581,688.98
LID construction	\$	175,434.74	\$ 178,353.81	\$ (2,919.07)
Hamilton	\$	2,373,754.45	\$ 2,764,773.61	\$ (391,019.16)
Bond & Interest	\$	14,296.95	\$ 74,984.13	\$ (60,687.18)
LID Funds	\$	21,558.09	\$ 36,699.17	\$ (15,141.08)
Payroll Service	\$	554,452.25	\$ 548,565.54	\$ 5,886.71
Total Cash & Investments	\$	47,086,091.89	\$ 44,533,492.23	\$ 2,552,599.66

Attachment: Cash & Investments Balances 11_30_2018 (1848 : Disbursement Report for November 2018)

RECEIPTS REPORT FOR OCTOBER 2018

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 12/17/2018**Title:** 2019 City Limits Designation**Responsible Staff:** Kevin Lilly

Information

DESCRIPTION: 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. A copy of Ordinance 2018-04 is attached for reference. This was reviewed and recommended for approval by the Public Works/Finance Committee on December 10, 2018.

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

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

Necessary Resources/Impacts:

None

Attachments

OR_2018-04

ORDINANCE NO. 2018 – 04

NO.	591231	1.C.a
AT THE REQUEST OF		
<i>City of Moscow</i>		
DATE & HOUR		
<i>3.23.18 1:08 pm</i>		
HENRIANNE K. WESTBERG LATAH COUNTY RECORDER		
FEE \$	<i>0</i>	BY: <i>[Signature]</i> <i>Dupn</i>

AN ORDINANCE AMENDING ORDINANCE NO. 2017 - 15 OF THE CITY OF MOSCOW, IDAHO, ESTABLISHING AND DECLARING IN THIS ORDINANCE CORPORATE LIMITS OF THE CITY OF MOSCOW, LATAH COUNTY, IDAHO, IN ACCORDANCE WITH THE PROVISIONS OF THE LAWS OF THE STATE OF IDAHO RELATING TO THE ESTABLISHMENT OF THE BOUNDARIES AND THE ANNEXATION OF ADJACENT AND CONTIGUOUS TERRITORY; PROVIDING FOR REPEAL OF ANY OTHER ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING A SEVERANCE AND SAVINGS CLAUSE; AND FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, On December 4, 2017, the Moscow City Council adopted Ordinance 2017-15 establishing and declaring corporate limits of the City of Moscow, Latah County, Idaho, as required by Idaho law; and

WHEREAS, Moscow City Ordinance 2017-15 contained an error in the annexed addition to the legal description in Section 2 of such ordinance; and

WHEREAS, This Ordinance amending Moscow City Ordinance 2017-15 is necessary to correct the error.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF MOSCOW, IDAHO, AS FOLLOWS:

SECTION 1: The City of Moscow, Latah County, Idaho, shall embrace, include and contain within its corporate limits all the territory embraced, included and encompassed within the lines and boundaries as this Ordinance bounded and described.

SECTION 2: The boundaries and corporate limits of the City of Moscow, Latah County, State of Idaho, are hereby established and ordained to be as follows:

Beginning at the southwest corner of Section 16, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho; thence N89°34'31"E 2661.74 feet, along the south line of said Section 16; thence N00°02'41"E 388.57 feet along the centerline of a vacated 80' wide right-of-way situated between Lot 60 and Lot 61 of the Plat of Section 16 recorded in Book 2 of Plats at page 36, records of Latah County; thence N89°22'43"E 664.76 feet along a line parallel with and 271.5 feet south, measured perpendicularly, of the north line of said Lot 61 to the east boundary of said Lot 61; thence N00°14'20"W 1229.03 feet along the east boundaries of said Lot 61, Lot 52, and Lot 45 of said Plat of Section 16 to a point on the southerly right-of-way line of State Highway 8; thence along said State Highway right-of-way line, easterly 347.39 feet along a curve concave to the north, said curve having a radius of 3850.00 feet, a central angle of 05°10'11", and a chord bearing N68°54'52"E 347.27 feet; thence continuing along said southerly right-of-way line, N66°19'47"E 398.81 feet; thence leaving said southerly right-of-way line, N23°40'13"W 70.00 feet, perpendicular to said line, to the northerly right-of-way line of said State Highway 8; thence N00°33'03"W 701.73 feet along the centerline of a vacated 80 foot wide right-of-way

situated between Lot 34 and Lot 35 of said Plat of Section 16; thence North 660.00 feet along the centerline of a vacated 80 foot wide right-of-way situated between Lot 30 and Lot 31 of said Plat of Section 16; thence East 40.00 feet to the southwest corner of Lot 18 of said Section 16; thence East 620.00 feet along the south boundary of said Lot 18; thence North 620.00 feet along the east boundary of said Lot 18; thence continuing North 40.00 feet to the centerline of a vacated 80.00 foot wide right-of-way running East and West; thence continuing North 495.23 feet to a point on the northerly right-of-way of Robinson Park Road; thence S52°25'20"W 134.10 feet along said northerly right-of-way of Robinson Park Road; thence S55°14'23"W 91.29 feet along said northerly right-of-way of Robinson Park Road; thence S57°37'02"W 89.50 feet along said northerly right-of-way of Robinson Park Road; thence S61°12'19"W 169.28 feet along said northerly right-of-way of Robinson Park Road; thence S64°18'07"W 253.35 feet along said northerly right-of-way of Robinson Park Road to a point on the easterly boundary of Moser Estates Fifth Addition to the City of Moscow, as shown on the plat of said addition recorded as Instrument No. 410298, records of Latah County, Idaho; thence N00°38'27"E 12.69 feet along the easterly boundary of said Moser Estates Fifth Addition to a point on the northerly right-of-way line of Robinson Park Road; thence southwesterly along said northerly right-of-way line 35.00 feet along a curve concave to the northwest, said curve having a radius of 1210.00 feet, a central angle of 1°39'27", and a chord bearing S69°11'12"W 35.00 feet; thence N14°43'57"E 133.79 feet along said easterly boundary of the Moser Estates Fifth Addition to a point on the easterly right-of-way line of a dedicated 80.00 foot wide public right-of-way as shown on the original plat of Section Sixteen, Township 39 North, Range 5 East, Boise Meridian, as recorded in Book 2 of Plats, Page 36 in the office of said Latah County Recorder; thence N00°38'27"E 1140.78 feet along said easterly right-of-way line, said line also being the westerly boundary line of the Hyden tract as described in Instrument Number 386319 recorded with said Recorder's office to the north line of said Section 16; thence N89°29'38"W 40.66 feet along said north line to the southeast corner of the southwest quarter of the southeast quarter of Section 9, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho; thence N00°29'30"E 1313.64 feet along the east line of said SW1/4 SE1/4 Section 9 the northeast corner of said SW1/4 SE1/4; thence continuing N00°29'30"E 11.47 feet along the east line of the NW1/4 SE1/4 of said Section 9; thence southwesterly along the northerly boundary of a parcel of land annexed by Ordinance No. 2009-11 the following courses: S81°16'20"W 63.83 feet, S77°18'21"W 57.22 feet, and S69°12'15"W 132.71 feet; thence N89°30'22"W 556.64 feet along a line southerly of, parallel with, and 60.00 feet distant (as measured perpendicularly) of the north line of said SW1/4 SE1/4 Section 9; thence N60°04'39"E 30.00 feet along the proposed easterly boundary of Moser Park; thence N17°41'40"W 47.17 feet along said proposed park boundary to a point on the north line of said SW1/4 SE1/4 Section 9; thence N54°54'38"W 84.31 feet; thence N77°00'00"W 385.00 feet; thence N00°43'51"E 171.17 feet; thence S77°00'00"E 10.00 feet; thence N13°00'00"E 120.00 feet; thence N77°00'00"W 126.86 feet to a point on the west line of the northwest quarter of the southeast quarter of said Section 9; thence N00°43'51"E, along said west line, 711.58 feet to the southwest corner of a parcel of land described in Book of Deeds No. 145, page 61, records of Latah County, Idaho; thence S89°30'E 150.00 feet to the southeast corner of said parcel; thence North 120.00 feet to the northeast corner of said parcel, said corner also being on the south right-of-way line of "D" Street; thence, continuing North 60.00 feet, to the north right-of-way line of "D" Street; thence N89°30'W 150.00 feet, along said north

right-of-way line, to the southeast corner of Lot "H" of Schumacher's Addition to the City of Moscow, Latah County, Idaho as recorded in Book 3 of Plats, page 9 in the office of the County Recorder of said county and state, said southeast corner also being the southeast corner of Lot 2, Block 8 of Val Halla Addition to the City of Moscow, Latah County, Idaho as recorded in Book 6 of Plats, page 4, in the office of the County Recorder of said county and state and also being on the longitudinal centerline of Section 9, Township 39 North, Range 5 West, Boise Meridian; thence N00°03'30"W 1004.70 feet, along said centerline, to a point S89°26'E 79.13 feet of the southeast corner of Stokes Addition to the City of Moscow, Latah County, Idaho as recorded in Book 6 of Plats, page 29 in the office of the County Recorder of said county and state, said point also being the northeast corner of Lot "H" and/or the southeast corner of Lot "G" of said Schumacher's Addition and also being the southeast corner of the William A. Flack (City of Moscow, Idaho) property; thence N00°03'30"W 253.44 feet, along the east line of said Lot "G" and/or said longitudinal centerline to the northeast corner of said Lot "G" to the South Line of the Northwest Quarter of the Northeast Quarter of Section 9; thence S89°29'31"E along said south line a distance of 994.53 feet, said point also being the southeast corner of property described in Instrument No. 577606, records of Latah County, Idaho; thence N00°08'23"E a distance of 1314.96 feet, along the eastern boundary of said property to a point on the north line of Section 9; thence N89°22'17"W along north line of Section 9 a distance of 834.55 feet; thence S00°37'43"E a distance of 105.07 feet; thence S80°49'46"W a distance of 20.30 feet, thence N00°37'43"W a distance of 108.53 feet to a point on the north line of Section 9, thence N89°22'17"W along north line of Section 9 a distance of 140.00 feet, said point being a brass cap monument marking the North Quarter Corner of Section 9; thence N00°03'30"W 30.00 feet to the quarter corner on the north line of Section 9, Township 39 North, Range 5 West, Boise Meridian, said point also being the south quarter corner of Section 4, Township 39 North, Range 5 West, Boise Meridian and also being on the centerline of Mountain View Road; thence N00°20'44"W 30.00 feet along the longitudinal centerline of said Section 4, to an intersection with the north right-of-way line of Mountain View Road extended; thence N89°15'49"W 699.96 feet, along said extension and along said right-of-way line and 30.00 feet North of and parallel to the south line of said Section 4; thence South 60.00 feet and crossing Mountain View Road to an intersection with the north line of said Lot "G" of said Schumacher's Addition, said point also being on the south right-of-way line of said Mountain View Road; thence South 773.73 feet to an intersection with the north line of said Stokes Addition; thence N89°15'49"W 298.00 feet, along said north line, to an intersection with the east line of Paradise Meadows Addition to the City of Moscow, Latah County, Idaho as recorded in Book 6 of Plats, page 38 in the office of the County Recorder of said county and state, said point also being on the east line of Lot "C" of said Schumacher's Addition and also being the northwest corner of said Stokes Addition; thence North 268.20 feet, along said east line of said Paradise Meadows Addition, to the northeast corner of said addition, said corner also being the northeast corner of Lot "C" and the southeast corner of Lot "D" of said Schumacher's Addition; thence North 267.05 feet to the northeast corner of said Lot "D", said point also being the southeast corner of Lot "F" of said Schumacher's Addition; thence N89°15'49"W 990.0 feet to the southwest corner of said Lot "F", said corner also being an east corner of Lot 12 of the Cosner Subdivision of Portions of Lots "D" and "E" of the Schumacher's Addition to Latah County, Idaho as recorded in Book 5 of Plats, page 1 in the office of the County Recorder of said county and state; thence North 118.76 feet, along the west line of said Lot "F" and/or the east line of said future Lot 12, to the northeast corner of said future Lot 12;

thence N89°15'49"W 315.12 feet, along the north line of said Lot 12 and the north line of Lot 11 of said Cosner Subdivision, to the southeast corner of the west one half (1/2) of the north one half (1/2) of said Lot "E" of Schumacher's Addition; thence North 118.92 feet, along the east line of said west one half (1/2) of the north one half (1/2) of said Lot "E", to the intersection with the south right-of-way line of Mountain View Road; thence North 60.00 feet to the north right-of-way line of Mountain View Road; thence N89°15'49"W 13.40 feet along said north right-of-way line; thence N00°06'33"E 1292.18 feet along the east boundary of the Slonaker tract as recorded in Warranty Deed No. 464459 on file with the office of the County Recorder of said county and state, to a point on the north boundary of the southwest quarter of the southwest quarter of said Section 4; thence N89°10'21"W 331.48 feet to the northwest corner of the southwest quarter of the southwest quarter of said Section 4; thence West 500.00 feet, along the north line of said southeast quarter of the southeast quarter; thence N37°48'19"W 797.04 feet, along the westerly boundary of the Trail Tract as described in Instrument No. 268495 as recorded in said office of the Latah County Recorder; thence North 480.75 feet, along the west line of said Trail Tract, to the south right-of-way line of Arborcrest Road; thence East 99.00 feet, along said right-of-way line; thence North 944.52 feet, along the east right-of-way line of said Arborcrest Road; thence N58°46'54"E 270.11 feet, along the northerly boundary of said Trail tract to a point on the southerly right-of-way line of Trail Road; thence North 29.23 feet to a point on the centerline of said Trail road, said point being North 907.50 feet and East 660.00 feet from the southwest corner of the southeast quarter of the northeast quarter of said Section 5; thence North 1534.50 feet, along the west boundary of said Trail Tract, to the north line of said Section 5, thence West 660.00 feet to the northwest corner of the northeast quarter of the northeast quarter of said Section 5; thence continuing West, along said north line, 30.00 feet to the west right-of-way line of Orchard Avenue; thence South 1452.00 feet along said west right-of-way line, parallel to and 30.00 feet West of the west line of the west half of the northeast quarter of said Section 5; thence East 5.00 feet, along said west right-of-way line; thence South 495.00 feet, along said west right-of-way line; parallel to and 25.00 feet West of the west line of the southeast quarter of the northeast quarter of said Section 5; thence West 8.00 feet, along said west right-of-way line; thence South 495.00 feet along said west right-of-way line, parallel to and 33.00 feet West of said west line of the southeast quarter of the northeast quarter to a point on the north line of the northwest quarter of the southeast quarter of said Section 5; thence N89°39'37"W 1282.38 feet to the northwest corner of the NW1/4 SE1/4 of said Section 5, said point being a brass cap monument; thence N89°39'37"W 1010.70 feet along the north line of the southwest quarter of said Section 5 to a point on the North Polk Extension Water and Sewer District boundary; thence North 200.00 feet along said district boundary; thence N89°39'37"W 229.43 feet along said district boundary to the centerline of North Polk Street; thence S01°34'23"W 125.03 feet along said centerline; thence N89°39'37"W 92.14 feet along said district boundary; thence South 75.00 feet along said district boundary to a point on the north line of said southwest quarter of Section 5; thence N89°39'37"W 1310.50 feet along said north line to the northwest corner of said southwest quarter of Section 5; thence N89°14'23"W 72.56 feet to the west right-of-way line of U.S. Highway 95; thence S00°45'37"W 734.16 feet along said right-of-way line; thence continuing along said right-of-way line southeasterly 52.28 feet along a non-tangent curve concave to the southwest, said curve having a radius of 623.67 feet, a central angle of 04°48'09", and a chord bearing S21°44'23"E 52.26 feet; thence continuing along said right-of-way line S0°45'35"W 346.94 feet; thence leaving said highway right-of-way line N78°52'45"W 75.35 feet to a

point on the easterly line of an abandoned railroad right-of-way; thence N06°11'15"E 115.00 feet along said abandoned railroad right-of-way line; thence N42°33'45"W 336.50 feet; thence S89°52'15"W 986.78 feet; thence S00°51'15"W 1334.92 feet to a point, said point on a line parallel with and 124.67 feet northeasterly (as measured perpendicularly) distant from the easterly right-of-way line of North Almon Street; thence N35°09'45"W 149.77 feet along said parallel line, to a southeast corner of the KRPL, Inc. property as described in Instrument No. 254326, records of Latah County, Idaho; thence North 324.90 feet; thence S86°30'W 224.78 feet, to a point on a non-tangent curve on the east right-of-way line of North Almon Street, said point being the northwest corner of said KRPL, Inc. property; thence southerly 35.79 feet, along a curve concave to the east, said curve having a radius of 425.00 feet, a central angle of 04°49'30", and a chord bearing S00°35'36"E 35.78 feet; thence S03°01'E 116.23 feet, along said east right-of-way line, to a point of curvature of a tangent curve; thence southeasterly 158.39 feet along a curve concave to the east, said curve having a radius of 275.00 feet, a central angle of 33°00', and a chord bearing S19°31'E 156.21; thence S36°01'E 472.78 feet, along said east right-of-way line; thence S37°41'E 110.37 feet, along said east right-of-way line; thence leaving said right-of-way line, S86°30'W 72.53 feet to a point on the westerly right-of-way line of said North Almon Street and the northeast corner of the Harry Lee tract described in Warranty Deed No. 309520 as recorded in said office of the Latah County Recorder; thence continuing S86°30'W 924.27 feet to the northwest corner of said Harry Lee tract; thence S03°30'E 209.06 feet along the west boundary of said tract to a point on the north line of Section 7, Township 39 North, Range 5 West, Boise Meridian; thence S86°30'W 411.00 feet along said north line to the north 1/4 corner said Section 7; thence S00°10'E 1323.70 feet on the longitudinal centerline of said Section 7 to the southwest corner of the NW1/4 NE1/4 of said Section 7; said point also being the northeast corner of an easement described in Instrument No. 223148 filed with said County Recorder; thence S86°24'W 1354.21 feet to the northwest corner of the SE1/4 NW1/4 of said Section 7; thence South 556.80 feet along the west boundary line of said SE1/4 NW1/4; thence S86°27'W 1355.77 feet, parallel with the south line of the SW 1/4 NW 1/4 of said Section 7, to a point on the west boundary line of said SW1/4 NW1/4; thence S88°35'30"W 1194.84 feet parallel with the north boundary line of the Palouse Empire Mall property; thence South 845.45 feet; thence West 1035.00 feet; thence North 820.00 feet; thence S88°35'30"W 413.24 feet to the longitudinal centerline of Section 12, Township 39 North, Range 5 West, Boise Meridian; thence S00°08'36"E 725.45 feet, along said centerline, to the northwest corner of a 20 foot wide private road described in Warranty Deed No. 225351, records of Latah County; thence N89°51'24"E 20.00 feet, along the north line of said private road; thence S00°08'36"E 966.49 feet, along the east boundary of said private road; thence S89°51'24"W 20.00 feet to the northeast corner of the U-Haul Company tract, said point also being a point on the longitudinal centerline of Section 12, Township 39 North, Range 6 West, Boise Meridian, and also being an east corner of a tract annexed by Ordinance No. 83-13; thence N00°08'36"W 933.49 feet, along said centerline and/or the east line of the tract annexed by said Ordinance No. 83-13, to the northeast corner of said tract, said corner being a point on the latitudinal centerline of Section 12, Township 39 North, Range 6 West, Boise Meridian; thence S89°56'48"W 764.34 feet, along said centerline and/or the north line of said tract, to a point being the southeast corner of a tract annexed by Ordinance No. 2017-03; thence N-SN30°49'55"E 500.70 feet, to a point being the northeast corner of said tract; thence N89°01'11"W 1127.75 feet, to a point being the northwest corner of said tract and

also being a point on the Idaho-Washington state line; thence S00°58'04"W 434.48 feet, along said state line to the west 1/4 corner of said Section 12 and/or the northwest corner of said tract; thence S00°12'02"E 1460.87 feet, along said state line, to an intersection with the north right-of-way line of State Highway No. 8, said point being the southwest corner of the Appaloosa Horse Club tract; thence S00°12'02"E 140.00 feet, crossing said highway, to an intersection with the south right-of-way of said highway; thence S00°12'02"E, along said state line, 169.83 feet to the south right-of-way line of the Burlington Northern Railway Company; thence S00°12'02"E, continuing along said state line, 3470.77 feet to the northwest corner of the southwest quarter of Section 13, Township 39 North, Range 6 West, Boise Meridian; thence N89°31'16"E 4048.56 feet to the west quarter corner of said Section 13; thence S00°10'E, 2622.00 feet to the southeast corner of said Section 13; thence N87°08'E 803.10 feet, along the north boundary of the Gadwa tract described in Warranty Deed No. 447149, records of Latah County, said boundary being along the south line of Section 18, Township 39 North, Range 5 West, Boise Meridian; thence S00°24'00"E 419.23 feet, along the east boundary of said Gadwa tract, to the north right-of-way line of Palouse River Drive; thence S82°54'54"W 175.25 feet, along said north right-of-way line; thence continuing along said right-of-way line, 234.58 feet along a curve to the right, said curve having a radius of 1238.11 feet, a central angle of 10°51'21", and a chord bearing S88°20'34"W 234.23 feet; thence continuing along said right-of-way line, N86°13'45"W 354.67 feet; thence leaving said right-of-way line, S03°49'25"W 44.40 feet; thence S38°34'55"E 160.54 feet; thence S80°58'21"E 287.58 feet; thence S75°53'39"E 261.50 feet; thence N87°11'16"E 441.02 feet; thence S09°21'06"E 515.93 feet; thence S61°53'46"E 321.34 feet; thence S84°43'40"E 451.15 feet; S80°36'41"E 767.31 feet to the east line of the northwest corner of Section 19, Township 39 North, Range 5 West, Boise Meridian; thence North 838.92 feet, along said east line, to the southwest corner of the Allen Tracts Addition to the City of Moscow, Latah County, Idaho as recorded in Book 4 of Plats, Page 20 in the office of the County Recorder of said county and state; thence N87°12'E 306.00 feet; thence South 32.00 feet; thence S70°19'E 135.90 feet; thence N34°12'E 105.90 feet; thence N87°12'E 105.90 feet; thence N87°12'E 118.80 feet; thence S51°48'E 260.80 feet; thence N58°42'E 117.95 feet; thence North 115.00 feet; thence N87°12'E 306.00 feet; thence N64°28'E 338.80 feet, to the southeast corner of Tract 2 of said Allen Tracts Addition; thence S02°03'E 482.00 feet; thence S47°20'E 91.30 feet; thence S09°02'W 346.00 feet, parallel with the western right-of-way line of U.S. Highway 95; thence N86°46'E 317.70 feet, parallel with the south line of the Dexter Bailey tract as recorded in Book of Deeds 163, page 92, records of Latah County, Idaho, to a point on said western right-of-way line of U.S. Highway 95; thence N09°02'E 346.00 feet, along said western right-of-way line, to the southeast corner of said Dexter Bailey tract; thence continuing N09°02'E 220.00 feet, along said right-of-way line, to the southeast corner of Plot 1 of said Allen Tracts; thence continuing N09°02'E 374.80 feet, along said right-of-way line; thence S61°03'E 253.20 feet and crossing U.S. Highway 95 to a point on the easterly right-of-way line of said highway; thence N09°02'E 200.00 feet along said easterly right-of-way line; thence North 93.70 feet, to the northeast corner of Lot 7 of the South Palouse Tracts Addition to the City of Moscow, Latah County, Idaho as recorded in Book 4 of Plats, page 17 in the office of the county Recorder of said county and state, said point being also on the south line of a dedicated alley; thence East 302.30 feet, along the south right-of-way line of said alley; thence South 100.00 feet; thence East 100.00 feet to the east line of Section 19, Township 39 North, Range 5 West, Boise Meridian; thence N00°11'E

86.99 feet to a point which is S00°11'W 472.36 feet of the northeast corner of said Section 19; thence S72°15'E 1205.47 feet; thence N87°45'E 1537.60 feet, to a point on the longitudinal centerline of Section 20, Township 39 North, Range 5 West, Boise Meridian; thence N00°03'W 757.41 feet to the north 1/4 corner of said Section 20; thence S89°30'24"E 2659.84 feet along the south line of Section 17, Township 39 North, Range 5 West, Boise Meridian, to the southeast corner of said Section 17 and the point of beginning of the land herein described. Said corporate boundary, including the following described exceptions, contains 4,486 acres, more or less.

Excepting therefrom the following described parcel;

A tract of land located in the south half of the southwest quarter of Section 18 and the north half of the northwest quarter of Section 19, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho, and being more particularly described as follows:

Beginning at the southeast corner of the southwest quarter of said Section 18; thence S87°08'00"W 576.90 feet along the south line of said Section 18 to a point on the easterly boundary of the Kirkland Subdivision plat recorded as Instrument No. 404133, records of Latah County, and the TRUE POINT OF BEGINNING of this exception description; thence along said easterly boundary, S00°04'40"W 270.13 feet to the northerly right-of-way line of Palouse River Drive; thence along said northerly right-of-way line, S78°56'12"W 408.24 feet; thence continuing along said right-of-way line, S79°46'32"W 9.41 feet; thence along the westerly boundary of said Kirkland Subdivision, N00°02'37"W 330.07 feet to a point on the south line of said Section 18; thence continuing along said westerly boundary of the Kirkland Subdivision, N00°02'37"W 219.82 feet; thence along the northerly boundary of said subdivision, N86°58'47"E 411.73 feet; thence along the easterly boundary of said subdivision, S00°07'08"W 221.45 feet to the TRUE POINT OF BEGINNING. Said exception tract contains 4.91 acres, more or less.

Also excepting therefrom the following described parcel;

A tract of land located in the northwest quarter of the southeast quarter of Section 16, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho, and being more particularly described as follows:

Beginning at the southwest corner of Section 16, Township 39 North, Range 5 West, Boise Meridian, Latah County, Idaho; thence N89°34'31"E 2661.74 feet, along the south line of said Section 16; thence N00°02'41"E 388.57 feet along the centerline of a vacated 80' wide right-of-way situated between Lot 60 and Lot 61 of the Plat of Section 16 recorded in Book 2 of Plats at page 36, records of Latah County; thence N89°22'43"E 664.76 feet along a line parallel with and 271.5 feet south, measured perpendicularly, of the north line of said Lot 61 to the east boundary of said Lot 61; thence N00°14'20"W 1229.03 feet along the east boundaries of said Lot 61, Lot 52, and Lot 45 of said Plat of Section 16 to a point on the southerly right-of-way line of State Highway 8; thence continuing along the east boundary of said Lot 45, N00°14'20"W 73.79 feet to a point on the northerly right-of-way line of State Highway 8, and the TRUE POINT OF BEGINNING of this exception description; thence westerly along said State Highway right-of-way line, 354.22 feet along a curve concave to the north, said curve having a radius of 3780.00 feet, a central angle of

05°22'09", and a chord bearing S73°45'33"W 354.09 feet to the west line of the Cann Tract; thence N00°14'20"W, along said west line, 283.32 feet to the northwest corner of said Cann Tract; thence N89°45'40"E, along the north line of said Cann Tract, 225.37 feet to the intersection with the west line of the Mullalley Tract; thence N00°14'20"W along said west line 5.00 feet to the northwest corner of said Mullalley Tract; thence N89°45'40"E along the north line of said Mullalley Tract 115.00 feet to the east line of Lot 45 of said Section 16; thence S00°14'20"E 190.71' along said east line to the TRUE POINT OF BEGINNING. Said exception tract contains 1.87 acres, more or less.

The net area of the above described Corporate limits is 4,479 acres, more or less.

SECTION 3: All that territory bounded and included within the lines set forth in Section 2 of this Ordinance is hereby declared and ordained to be within the Corporate limits of the City of Moscow, and to be and constitute the territory subject to the jurisdiction of the municipality of the City of Moscow, County of Latah, State of Idaho.

SECTION 4: This Ordinance is an amendment to Ordinance 2017-15 of the Ordinances of the City of Moscow, Idaho.

SECTION 5: This Ordinance repeals all ordinances or parts of ordinances in conflict with this Ordinance, insofar as said Ordinances in any way conflict with this Ordinance, are hereby repealed.

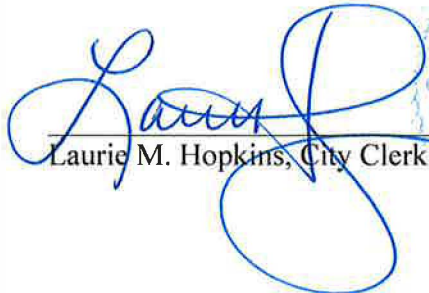
SECTION 6: If any section, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses or phrases of this Ordinance, or the Ordinance as an entirety, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of such section, sentence, clause or phrase.

SECTION 7: This Ordinance shall be in full force and effect from and after the date of its passage, approval and first publication thereof.

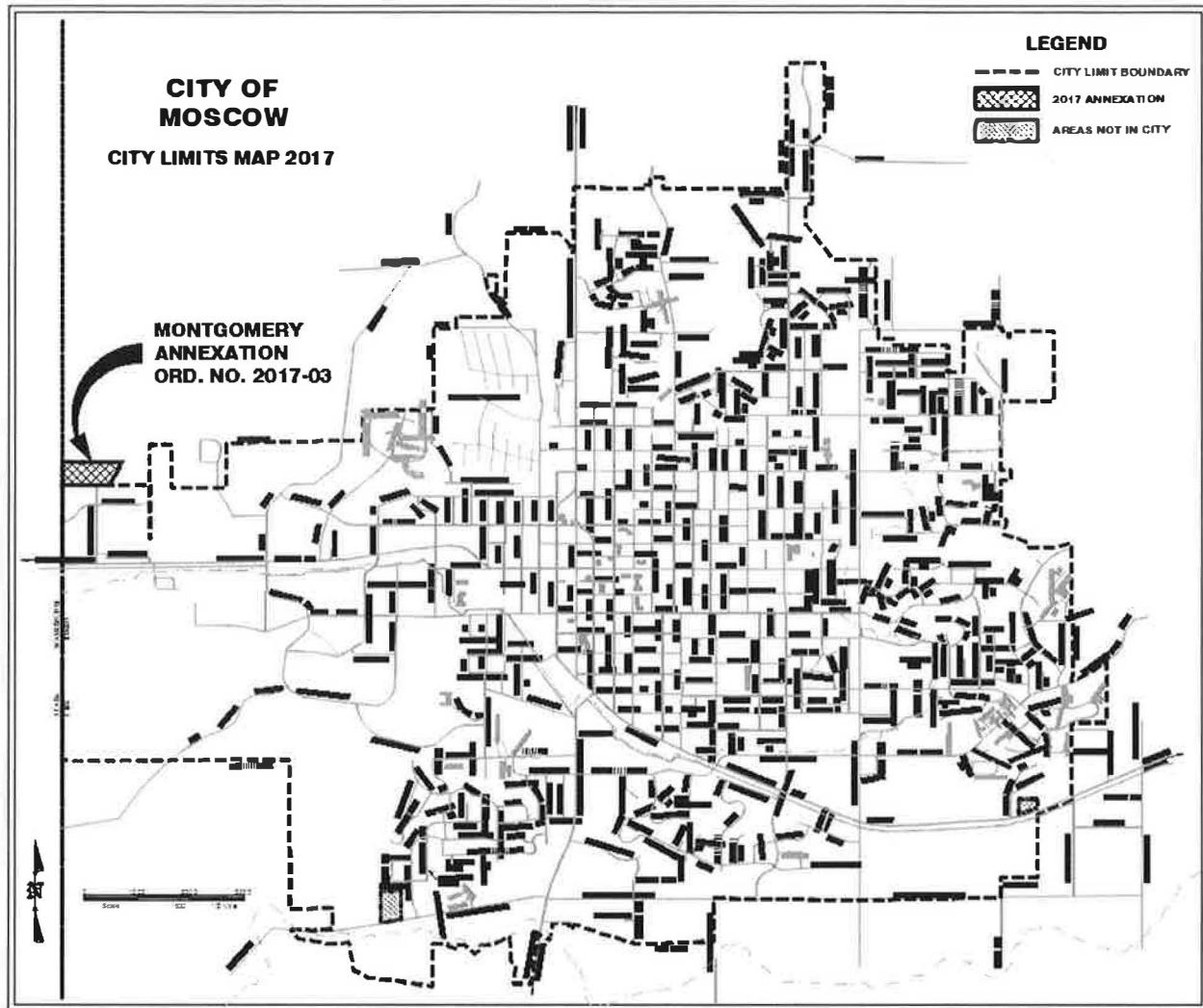
ADOPTED this 19th day of March, 2018.


Bill Lambert, Mayor

ATTEST:


Laurie M. Hopkins, City Clerk

The seal of the City of Moscow, Idaho, is circular. It features the text "CITY OF MOSCOW" at the top and "IDAHO" at the bottom. In the center, it says "INCORPORATED JULY 12 1887" with two stars on either side.



MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 12/17/2018**Title:** ITD State/Local Agreement - 6Th Street LHSIP Project Construction**Responsible Staff:** Alisa Anderson

Information

DESCRIPTION: On May 16, 2016, staff received notification from the Local Highway Technical Assistance Council (LHTAC) 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 was completed in October 2018 and construction is scheduled for the summer of 2019.

The proposed improvements to the 6th Street corridor includes the installation of three (3) ADA compliant curb extensions at the intersection of Jefferson Street and Sixth Street and one (1) ADA compliant curb extension at the intersection of Almon Street and Sixth Street to reduce the pedestrian crossing length and improve pedestrian visibility. Additionally the project includes the improvement of pedestrian ramps and crosswalks at the intersections of Asbury Street, Almon Street and Jackson Street as well as the Sixth Street alley between Washington Street and Jefferson Street. This project will eliminate gaps in the ADA compliant corridor that connects the University of Idaho to the central business district as well as high-density residential located along Sixth Street and Jefferson Street.

The curb extensions will shorten the distance of travel for pedestrians at these intersections as well as greatly increase the line of sight for those entering the crosswalks. Curb extensions will also ensure that pedestrians are visible to motorists before they enter the lane of travel. These improvements shall also include fifteen (15) ADA compliant pedestrian ramps as well as ten (10) high visibility thermoplastic crosswalks. The improvements will be constructed to support the recent traffic calming measures that the University of Idaho has already implemented further west along Sixth Street including Deakin Street and Line Street and will provide a pedestrian friendly corridor extending 0.8 miles from Jefferson Street to Rayburn Street. Completion of this project will provide additional safety benefits to the people of Moscow since both the East and West routes of the SMART public transportation which has stops within 0.10 miles of the corridor.

The City has received the State/Local Agreement and prepared the corresponding Resolution for construction.

This was reviewed and recommended for approval by the Administrative Committee on December 10, 2018.

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

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

Necessary Resources/Impacts

\$10,497.00 Cash Match for Construction in FY19 Capital Projects Budget

Attachments

20109 SLAConst
Resolution-ITD;6thSt.PedImprov(2018)(clean)

STATE/LOCAL AGREEMENT
(CONSTRUCTION)
PROJECT NO. A020(109)
6TH STREET PEDESTRIAN IMPROVEMENT, MOSCOW
LATAH COUNTY
KEY NO. 20109

PARTIES

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

PURPOSE

The Sponsor has requested federal participation in the costs of constructing the 6th Street Pedestrian Improvement project in Moscow, to consist of installation of ADA compliant curb extensions, which has been designated as Project No. A020(109). This Agreement sets out the responsibilities of the parties in the construction and maintenance of the project.

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

The Parties agree as follows:

SECTION I. GENERAL

1. This Agreement is entered into for the purpose of complying with certain provisions of the Federal-Aid Highway Act in obtaining federal participation in the construction of the project.
2. Federal participation in the costs of the project will be governed by the applicable sections of Title 23, U.S. Code (Highways) and rules and regulations prescribed or promulgated by the Federal Highway Administration, including, but not limited to, the requirements of 23 U.S.C. §313.23, CFR §635.410, and 28 CFR Part II.

State/Local Agreement (Construction)
6th Street Pedestrian Improvement
Key No. 20109
Page No. 1

3. Funds owed by the Sponsor shall be remitted to the State through the ITD payment portal at:
<https://apps.itd.idaho.gov/PayITD> .
4. All information, regulatory and warning signs, pavement or other markings, and traffic signals, the cost of which is not provided for in the plans and estimates, must be erected at the sole expense of the Sponsor upon the completion of the project.
5. The location, form and character of all signs, markings and signals installed on the project, initially or in the future, shall be in conformity with the Manual of Uniform Traffic Control Devices as adopted by the State.
6. This State/Local Agreement (Construction) upon its execution by both Parties, supplements the State/Local Agreement (Project Development) by and between the same parties, dated April 6, 2017.
7. 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.

SECTION II. That the State shall:

1. Enter into an Agreement with the Federal Highway Administration covering the federal government's pro rata share of construction costs.
2. Advertise, open bids, prepare a contract estimate of cost based on the successful low bid and notify the Sponsor thereof.

3. Award a contract for construction of the project, based on the successful low bid, if it does not exceed the State's estimate of cost of construction by more than ten (10) percent. If the low bid exceeds the estimate by more than 10%, the bid will be evaluated, and if justified, the contract will be awarded and the Sponsor will be notified.
4. Obtain concurrence of the Sponsor before awarding the contract if the Sponsor's share of the low bid amount exceeds the amount set forth in Section III, Paragraph 1 by more than ten (10) percent.
5. Provide to the Sponsor sufficient copies of the Contract Proposal, Notice to Contractors, and approved construction plans.
6. Designate a resident engineer and other personnel, as the State deems necessary, to supervise and inspect construction of the project in accordance with the plans and specifications in the manner required by applicable state and federal regulations. This engineer, or his authorized representatives, will prepare all monthly and final contract estimates and change orders, and submit all change orders to the Sponsor for their concurrence. If the Sponsor's share of any change order exceeds \$1,000.00, the State will submit a statement to the Sponsor indicating the amount owed by the Sponsor.
7. Appoint the Local Highway Technical Assistance Council as the contract administrator for the State.
8. Notify the Sponsor when construction engineering and inspection (CE&I) costs have reached approximately 85% of the estimated cost for CE&I.
9. Maintain complete accounts of all project funds received and disbursed, which accounting will determine the final project costs.
10. Upon completion of the project, after all costs have been accumulated and the final voucher paid by the Federal Highway Administration, provide a statement to the Sponsor summarizing the estimated and actual costs, indicating an adjustment for or against the Sponsor.

Any excess funds transmitted by the Sponsor and not required for the project will be applied to any outstanding balance the Sponsor may have on a previously completed project. If no such outstanding balance exists, the excess funds will be returned to the Sponsor.

SECTION III. That the Sponsor shall:

1. Pay to the State before the advertisement for bids, the amount of **TEN THOUSAND FOUR HUNDRED NINETY-SEVEN DOLLARS (\$10,497.00)**, which is the Sponsor's estimated share of the cost for construction plus preliminary engineering, and construction engineering & inspection (CE&I), and after deducting credit for the Sponsor's previous deposit as applies to Preliminary Engineering and the Sponsor's match for the consulting agreement. These costs and the Sponsor's match are detailed in the attached *Worksheet for State/Local Construction Agreements* marked Exhibit A. The actual cost to the Sponsor will be determined from the total quantities obtained by measurement plus the actual cost of engineering and contingencies required to complete the work. Construction engineering, inspection and contingencies will be approximately 34% of the total construction cost.
2. Upon approval of the lowest qualified bid received, if the Sponsor's share exceeds the amount set forth in Section III, Paragraph 1, transmit to the State the Sponsor's portion of such excess cost.
3. Authorize the State to administer the project and make any necessary changes and decisions within the general scope of the plans and specifications. Prior approval of the Sponsor will be obtained if it is necessary, during the life of the construction contract, to deviate from the plans and specifications to such a degree that the costs will be increased or the nature of the completed work will be significantly changed.
4. Designate an authorized representative to act on the Sponsor's behalf regarding action on change orders. That authorized representative's name is _____, Phone No. _____.

5. When change orders are submitted by the State for approval pursuant to Section II, Paragraph 6, the Sponsor or its authorized representative shall give approval of same as soon as possible, but no later than ten (10) calendar days after receipt of the change order. If approval is delayed, any claims due to that delay shall be the responsibility of the Sponsor.
6. Upon receipt of any statement referred to in Section II, Paragraphs 6 and 10, indicating an adjustment in cost against the Sponsor, promptly remit to the State a check or warrant in that amount.
7. Maintain the project upon completion to the satisfaction of the State. Such maintenance includes, but is not limited to, preservation of the entire roadway surface, shoulders, roadside cut and fill slopes, drainage structures, and such traffic control devices as are necessary for its safe and efficient utilization. Failure to maintain the project in a satisfactory manner will jeopardize the future allotment of federal-aid highway funds for projects within the Sponsor's jurisdiction.
8. To the extent permitted by Idaho law and as provided by the Idaho Tort Claims Act, indemnify, save harmless the State, regardless of outcome, from the expenses of and against suits, actions, claims or losses of every kind, nature and description, including costs, expenses and attorney fees that may be incurred by reason of any act or omission, neglect or misconduct of the Sponsor or its consultant in the design, construction and maintenance of the work which is the subject of this Agreement, or Sponsor's failure to comply with any state or federal statute, law, regulation or rule. Nothing contained herein shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby expressly reserved.

EXECUTION

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

IDAHO TRANSPORTATION DEPARTMENT

Engineering Services
Division Administrator

ATTEST:

CITY OF MOSCOW

City Clerk

Mayor

(SEAL)

By regular/special meeting
on _____.

hm:20109 SLAConst.docx

WORKSHEET FOR STATE / LOCAL CONSTRUCTION AGREEMENTS

Key No: 20109

Project No: A020(109)

Project Name: 6th Street Ped Improvement

Sponsor: City of Moscow

Description of work: This project will make improvements to this corridor with the installation of ADA compliant curb extensions to reduce the pedestrian crossing length and improve pedestrian visibility.

Date of State/Local Agreement for Project Development: 4/6/2017

TOTAL ESTIMATED COST OF CONSTRUCTION <i>Includes E&C</i>	\$144,640
APPROVED FORCE ACCOUNT WORK	\$0
PLUS PE BY STATE <i>(from 2101)</i>	\$1,000
PLUS PC BY LHTAC <i>(from 2101)</i>	\$11,000
PLUS PC <i>(from PC Agreements)</i>	\$10,000
MINUS ALL NON-PARTICIPATING PARTICIPATING TOTAL	\$0
	\$166,640
MATCH PERCENTAGES	
PERCENTAGE AMOUNTS	
MINUS FEDERAL MAXIMUM	
ADD OVERAGE <i>(If Any To Local)</i>	
LOCAL SHARE OF CONSTRUCTION AMOUNT	

FEDERAL**LOCAL**

92.66%

7.34%

\$154,408.62

\$12,231.38

\$0

154,409



\$0

\$12,231

ADJUSTMENTS

PLUS ALL NON-PARTICIPATING <i>(From above if work by contract)</i>	\$0
MINUS FUNDS ADVANCED BY THE SPONSOR FOR STATE PE <i>(from PD Agreement)</i>	\$1,000
MINUS APPROVED FORCE ACCOUNT WORK <i>(From above)</i>	\$0
MINUS PRELIMINARY ENGINEERING PAID BY LOCAL	\$734
<i>(If LPA has not rec'd reimbursement, use actual PC dollars paid by LPA)</i>	
<i>(If LPA has rec'd reimbursement, use local match % of actual PC dollars paid by LPA)</i>	
<i>(Amounts must be supported by District Records Inspector Audit)</i>	

CONSTRUCTION AMOUNT REQUIRED FROM SPONSOR AFTER ADJUSTMENTS \$10,497

Comments:

PREPARED BY: Heather Parker

Date: 11/9/2018

Attachment: 20109 SLA Const (1850 : ITD State/Local Agreement - 6Th Street LHSIP Construction)

RESOLUTION NO. 2018 - XX

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, TO ENTER INTO AN AGREEMENT FOR CONSTRUCTION OF 6TH STREET PEDESTRIAN IMPROVEMENTS; PROVIDING THAT THIS RESOLUTION SHALL BE IN EFFECT UPON ITS PASSAGE, AND APPROVAL.

WHEREAS, the Idaho Transportation Department (hereinafter "ITD") has submitted State/Local Agreement (Construction) Project No. A020(109) 6th Street Pedestrian Improvements, Latah County Key No. 20109 (hereinafter "Agreement") stating obligations of ITD and the City of Moscow (hereinafter "City") for construction of 6th Street Pedestrian Improvements; and

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

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

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

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

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

That the Agreement for Federal Aid Highway Project A020 (109) is hereby approved;

That the Mayor and City Clerk are hereby authorized to execute the Agreement on behalf of City; and

That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

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

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

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 12/17/2018**Title:** Idaho Commission on the Arts Grant Application**Responsible Staff:** Jen Pfiffner

Information

DESCRIPTION: The Idaho Commission on the Arts (ICA) Entry Track Grant is an annual opportunity designed to support public programs in the arts delivered by Idaho's arts organizations. The National Endowment for the Arts is the federal agency that provides funding that is administered by ICA. Grant awards are based on a formula that considers the panel review assessment, fiscal size of the organization, and past Commission funding. If awarded, funds would be used to support the public art project slated for the C and Main Street location as outlined in the Moscow Public Art Master Plan and the as approved by the Moscow City Council.

The City of Moscow has applied and received this grant for several consecutive years. The current cycle requires an application due on January 31, 2019. Awards are anticipated to be announced in June of 2019 with 90% of the award amount funded in July of 2019.

This was reviewed and recommended for approval by the Administrative Committee on December 10, 2018.

STAFF RECOMMENDATION: Approve application for the Idaho Commission on the Arts (ICA) Entry Track Grant program.

ACTION: Approve application for the Idaho Commission on the Arts (ICA) Entry Track Grant program.

Necessary Resources/Impacts

Revenue - Federal Grant Revenues - 120-000-00-431-01; \$5,000

Expense - Community Public Art - 120-200-30-642-25; \$5,000

Attachments

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 12/17/2018**Title:** FY20 Cooperative Agreement ADA Ramp**Responsible Staff:** Alisa Anderson

Information

DESCRIPTION: The Idaho Transportation Department (ITD) hosts a state-administered funding program to address non-compliant pedestrian curb ramps on the State Highway System. In March of 2018 the City submitted a funding request to ITD to construct three (3) ADA pedestrian curb ramps. The City has received a Cooperative Agreement for one (1) curb ramp located on the SE corner of Third and Jackson Streets with an award amount of \$32,000. This was reviewed and recommended for approval by the Administrative Committee on December 10, 2018.

STAFF RECOMMENDATION: Approve the Cooperative Agreement for Project No. A022(091), FY20 Moscow 1 ADA Ramp, Latah County, Key No. 22091 and corresponding Resolution.

ACTION: Approve the Cooperative Agreement for Project No. A022(091), FY20 Moscow 1 ADA Ramp, Latah County, Key No. 22091 and corresponding Resolution.

Necessary Resources/Impacts

In-kind match for engineering, design, construction management, and administration services.

Attachments

Notice and Award_Letter_KN 22091 - SY20 D2 Moscow 1 ADA Ramps
22091 Coop Moscow
Resolution-ITD;ADA ImprovStateHwys(2018)clean



IDAHO TRANSPORTATION DEPARTMENT

P.O. Box 7129
Boise ID 83707-1129

(208) 334-8000
itd.idaho.gov

October 15, 2018

City of Moscow
ATTN: Scott Bontrager
221 East Second Street
Moscow, ID 83843

RE: Americans with Disabilities Act Idaho Program (ADA) Award – SY2020 Key Number 22091

Dear Mr. Bontrager,

Congratulations on your prevailing application to the ADA program! This year's call for project applications resulted in funding submittals for construction projects in state fiscal year 2020. You will soon be receiving a Cooperative Agreement outlining both parties' responsibilities. This letter is an early notification so you can initiate your procurement processes well in advance of the construction year.

The total project cost of this state highway infrastructure project was recommended for award of \$32,000 for construction only. The Idaho Transportation Department (ITD) has a variety of approved designs already available for use. Funding will first become available on July 1, 2019. The two (2) year period of performance would follow from the execution of the agreement front page, dated any time on or after 07/01/2019. Since this is a reimbursement program, only invoices with eligible costs and receipts will be reimbursed.

The Idaho ADA program is 100% state funded, with 75% of the award payable upon receipt of initial invoice and remaining 25% payable upon final inspection and approval. It is important that criteria for approval are met at inspection, or any funds released will be returned to ITD. As you will note in the agreement, you will be required to follow the currently approved ITD design manual standard drawings for ADA curb ramps. These are state funds, so state compliant procurement and management practices are required.

Please work with your local ITD District office for project development technical support and construction question or concerns. I wish you success with your ADA project. Should you have any program questions please contact me at 208-334-8716 or via email at Ryan.McDaniel@itd.idaho.gov.

Sincerely,

—
Ryan McDaniel CFM, PMP
American with Disabilities Program Manager

CC: PROJECT FILE

Attachment: Notice and Award_Letter_KN 22091 - SY20 D2 Moscow 1 ADA Ramps (1849 : FY20 ITD ADA Ramp Cooperative Agreement)

**COOPERATIVE AGREEMENT
PROJECT NO. A022(091)
FY20 MOSCOW 1 ADA RAMP
LATAH COUNTY
KEY NO. 22091**

PARTIES

This Agreement is made and entered into this _____ day of _____, _____, by and between the **IDAHO TRANSPORTATION BOARD** by and through the **IDAHO TRANSPORTATION DEPARTMENT**, hereafter called the State, and the **CITY OF MOSCOW**, hereafter called the City.

PURPOSE

The City of Moscow wishes to upgrade the following curb ramp within the City limits.

Ramp ID D2_07772

The State has agreed to participate in the cost of this work. This Agreement will provide for the responsibilities of the parties in this project.

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

It is mutually agreed and understood by the Parties that:

SECTION I That the State will:

1. Upon execution of this Agreement and receipt of a written request from the City, pay to the City the amount of Thirty-Two Thousand Dollars (\$32,000) to be used for Americans with Disabilities Act (ADA) curb ramp improvements as identified above. The amount paid under this agreement is a lump sum payment. No additional funds will be paid for this work.
 - a. Payment will be divided into two parts. The State will pay 75% of the above-mentioned amount upon the initial written request. The remaining 25% will be paid upon the completion of the project provided that the work is completed to the State's satisfaction.
2. Upon notification of start of construction, update that information to 511 Traveler Information Services.

3. At its discretion, perform an inspection of the work upon notification from the City of completion of the work.
4. At its discretion, audit the project records to ensure the funds paid to the City were utilized as intended by this Agreement.

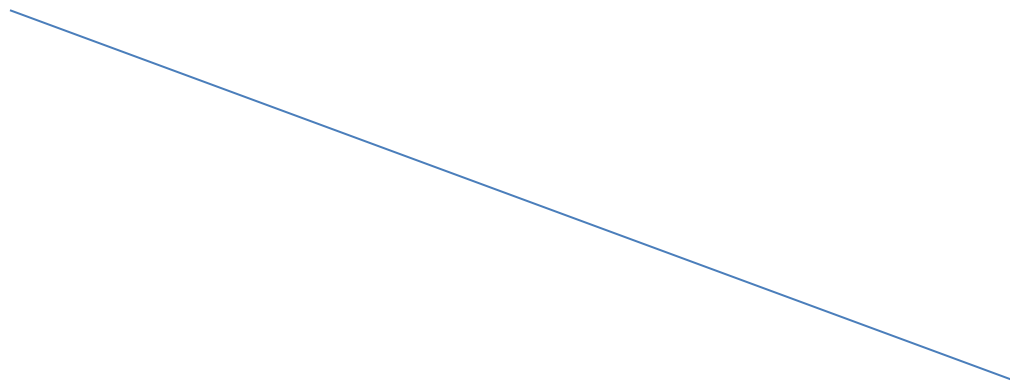
SECTION II That the City will:

1. Provide for design and construction of the improvements as identified above.
2. Design and construct the project to State Standards as defined in the current version of the Idaho Transportation Department's Design Manual, or as subsequently revised. The current Design Manual can be viewed at the following web site: <http://apps.itd.idaho.gov/apps/manuals/manualsonline.html>.
3. Submit a traffic control plan to the State for review.
4. Provide notification to the State when construction on the project is to begin.
5. During construction, maintain pedestrian access in accordance with the Manual for Uniform Traffic Control Devices (MUTCD). The current MUTCD can be viewed at the following web site:
<http://apps.itd.idaho.gov/apps/manuals/manualsonline.html>.
6. Provide all funding necessary for the work over and above the funds paid by the State under Section I, Paragraph 1 above.
7. Upon completion of the work:
 - a. Notify the State and provide the opportunity for inspection of the completed project by the State;
 - b. Request project acceptance by the State
 - c. Complete and submit an ITD-0288 (ADA Ramp Inspection) form for each ramp constructed. The form(s) can be either mailed to the Idaho Transportation Department, Contracting Services Section, PO Box 7129, Boise, ID 83707-1129, or sent to the following e-mail address: ITDAItContracting@itd.idaho.gov , and
 - d. Request final payment upon receipt of project acceptance by the State.

8. Maintain all project records, including source documentation for all expenditures, for a period of three (3) years from the date of final acceptance. If any litigation, claim, negotiation, or audit has been started before expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues that arise from it.
9. Comply with all other applicable State and Federal regulations.
10. Refund to the State the amount paid under this Agreement if the project is terminated prior to completion or if the project is not completed within two (2) years of the effective date of this Agreement.
11. At its own expense, correct any ramps constructed under this Agreement that do not meet ADA requirements.
12. To the extent permitted by Idaho law and as provided by the Idaho Tort Claims Act, indemnify, save harmless the State, regardless of outcome, from the expenses of and against suits, actions, claims or losses of every kind, nature and description, including costs, expenses and attorney fees that may be incurred by reason of any act or omission, neglect or misconduct of the Sponsor or its consultant in the design, construction and maintenance of the work which is the subject of this Agreement, or Sponsor's failure to comply with any state or federal statute, law, regulation or rule. Nothing contained herein shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby expressly reserved.

GENERAL:

1. This Agreement shall become effective on the date the parties entered into this Agreement, and shall remain in full force and effect until amended or replaced upon the mutual written consent of both parties.



EXECUTION

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

IDAHO TRANSPORTATION DEPARTMENT

APPROVED

 Engineering Services Division Administrator

RECOMMENDED

 District Engineer

ATTEST:

CITY OF MOSCOW

 City Clerk

 Mayor

By regular/special meeting held
on _____

hm:22091 Coop Moscow.docx

*Cooperative Agreement
City of Moscow
Key No. 22091
Page 4*

Attachment: 22091 Coop Moscow (1849 : FY20 ITD ADA Ramp Cooperative Agreement)

RESOLUTION NO. 2018 - XX

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, TO ENTER INTO AN AGREEMENT FOR CONSTRUCTION OF ADA IMPROVEMENTS ON STATE HIGHWAYS; PROVIDING THAT THIS RESOLUTION SHALL BE IN EFFECT UPON ITS PASSAGE, AND APPROVAL.

WHEREAS, the Idaho Transportation Department (hereinafter "ITD") has submitted State/Local Agreement (Construction) Project No. A022(091), FY20 Moscow 1 ADA Ramp Improvement on State Highways, Latah County Key No. 22091 (hereinafter "Agreement") stating obligations of ITD and the City of Moscow (hereinafter "City") for construction of ADA Improvements on State Highways; and

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

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

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

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

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

That the Agreement for Federal Aid Highway Project A022(091) is hereby approved;

That the Mayor and City Clerk are hereby authorized to execute the Agreement on behalf of City; and

That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

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

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

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 12/17/2018**Title:** City of Lewiston Agreement with City of Moscow - Shooting Range**Responsible Staff:** James Fry

Information

DESCRIPTION:

The Moscow Police Department upholds high standards for firearms training and skills and maintains firearm qualifications for our officers. In addition to officer qualifications and practice, the Department's special response team conducts firearm training once a month. The shooting range owned by the City of Moscow can be inaccessible during the winter months due to snow conditions. The City of Lewiston owns an outdoor shooting range which is accessible most months due to its milder climate. The use of the City of Lewiston shooting range would provide training options for Moscow Police Department officers when the Department's range is closed due to inclement weather conditions. There is no cost to the City of Moscow for use of the City of Lewiston's range. The Moscow Police Department is requesting the City of Moscow enter into an agreement with the City of Lewiston to enable police department officers to utilize the City of Lewiston's shooting range on an as-needed basis.

The City of Lewiston shooting range is located at 5676 Mill Road, Lewiston, Idaho. The agreement between the City of Lewiston and the City of Moscow will be valid through September 30, 2019 and would automatically renew every year for seven years.

This was reviewed and recommended for approval by the Administrative Committee on December 10, 2018.

STAFF RECOMMENDATION: Approve the Agreement between the City of Lewiston and the City of Moscow to allow use of the City of Lewiston's shooting range.

ACTION: Approve the Agreement between the City of Lewiston and the City of Moscow to allow use of the City of Lewiston's shooting range.

Necessary Resources/Impacts

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

Attachments

Agreement with the City of Lewiston - Shooting Range

**AGREEMENT BETWEEN
THE CITY OF LEWISTON AND THE CITY OF MOSCOW**

THIS AGREEMENT ("Agreement") is entered into by and between the City of Lewiston, an Idaho municipal corporation ("City"), and the City of Moscow, an Idaho municipal corporation ("Agency"). City and Agency may also individually be referred to as "Party" or collectively as "Parties."

WHEREAS, City leases an outdoor shooting range located at 5676 Mill Road, Lewiston, Idaho ("Shooting Range");

WHEREAS, City will allow other law enforcement agencies, and may allow other entities, to use the Shooting Range; and

WHEREAS, Agency desires to use the Shooting Range.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is hereby agreed to and stipulated by and between the Parties as follows:

1. **AUTHORIZATION**: City authorizes Agency's Police Department to use the Shooting Range in accordance with the requirements of this Agreement.
2. **SIGNED WAIVER**: Agency shall require all of its officers, agents, and employees who desire to use the Shooting Range, and their spouses, if applicable, to sign the "Release, Waiver, Assumption of Risk, and Indemnity Agreement," attached hereto as Exhibit A and incorporated herein ("Waiver"), and provide such signed Waiver to City at least five (5) days before using the Shooting Range. All signatures on the Waiver shall be notarized. Such Waivers shall be valid for a period of up to five (5) years from the date of signature, unless the officer, agent, or employee leaves their employment with Agency, whichever is shorter. Upon expiration of a Waiver, the officer, agent, or employee shall lose all privileges herein of entry upon, access to, and use of the Shooting Range, unless and until said officer, agent, or employee provides a new Waiver to City.

3. SHOOTING RANGE RULES: Agency and all of its officers, agents, and employees who use the Shooting Range shall at all times comply with the Shooting Range Rules, as amended from time-to-time, attached hereto as Exhibit B and incorporated herein ("Rules"). Agency further agrees that any person who fails to comply with any provision of the Rules may lose his or her access to use the Shooting Range, to such extent and for such time as is determined in City's sole discretion. City may amend such rules at any time in City's sole discretion. Such amended rules shall be effective upon issuance by City and upon receipt of written notice by Agency; an amendment to this Agreement shall not be required. Provided, however, that to any extent the Rules conflict with, modify, or alter any other provisions of this Agreement, the other provisions of this Agreement shall control.

4. REPORTING OF INJURIES: Agency shall notify City's Police Chief of all injuries to Agency's officers, agents, or employees that occur at the Shooting Range within twenty-four (24) hours of such injury.

5. TERM AND RENEWAL: The Initial Term of this Agreement shall be from the date of last signature through September 30, 2019 ("Initial Term"). Thereafter, this Agreement shall automatically renew for up to seven (7) additional one (1) year terms (each a "Renewal Term"), unless terminated as provided in Section 6. Each Renewal Term shall commence on October 1 and shall terminate on September 30 of the following calendar year.

6. TERMINATION: Either Party may terminate this Agreement, with or without cause, upon thirty (30) days' written notice to the other Party. In the event this Agreement is terminated, Agency shall no longer use the Shooting Range.

7. INDEMNIFICATION: The Parties are governmental entities subject to statutory and constitutional restrictions concerning the acceptance of liability. It is the intention of the Parties that each will be responsible only for its own acts and omissions and those of its employees, officers,

agents, volunteers, and contractors, as provided by the Idaho Tort Claims Act, Idaho Code §§ 6-901 through 6-929, and other applicable statutory provisions. Each Party will defend against any claims that arise solely from wrongful acts, omissions, or negligence of their own employees or officials, agents, volunteers, and contractors in the course of the performance of this Agreement, but do not assume responsibility for the acts, omissions, or negligence of the other Party, their employees or officials, agents, volunteers, and contractors. Each Party shall promptly notify the other of any claim arising under this Agreement and shall cooperate fully with the defending Party or its representatives in the defense of such claim. This provision shall survive the expiration or termination of this Agreement.

8. CONTRACTING AUTHORITY: Agency warrants that the signatory to this Agreement has the authority to fully bind Agency to enter into and be obligated to perform the duties set forth herein.

9. NOTICES: Except as provided in Paragraph 4 of this Agreement, all notices required to be given pursuant to this Agreement shall be in writing and shall be deemed delivered immediately if hand-delivered or forty-eight (48) hours after depositing the same in the U.S. mail, certified or registered, postage prepaid, addressed to the respective addresses set forth below:

Agency:

City:

Chief of Police
City of Lewiston
P.O. Box 617
Lewiston, Idaho 83501

10. CHOICE OF LAW: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Idaho, with venue for any action brought pursuant to this Agreement to be in the Second Judicial District, Nez Perce County, State of Idaho.

11. INSURANCE: Agency, at its sole expense, shall procure and maintain insurance as required by applicable federal and state law and as may be appropriate and reasonable to cover its obligations under this Agreement, including, but not limited to, liability insurance, workers' compensation, and property damage.

12. SEVERABILITY: In the event that any provision of this Agreement is found for any reason to be unenforceable, the remainder of this Agreement shall remain in full force and effect and shall be binding upon the Parties.

13. SURVIVAL: All covenants, conditions, indemnifications, and other elements in this Agreement that might involve performance subsequent to any termination or expiration of this Agreement or that cannot be reasonably ascertained or fully performed until after termination or expiration of this Agreement shall survive.

14. MODIFICATIONS: Except as provided in Paragraph 3, this Agreement may be modified or amended only by a writing duly executed by both Parties.

15. PERFORMANCE/WAIVER: The failure of a Party hereto to insist upon strict performance or observance of the terms of this Agreement shall not be a waiver of any breach of any terms or conditions of this Agreement by the other Party.

16. SUCCESSORS AND ASSIGNS: This Agreement may not be assigned in whole or in part by either of the Parties hereto without the prior express written consent of the other Party.

17. THIRD PARTY BENEFICIARIES: Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party. Nothing contained herein shall extend the liability of either Party beyond that provided by governing law.

18. ATTORNEY FEES: Notwithstanding any statute to the contrary, in the event suit is brought by any Party to this Agreement to enforce the terms of this Agreement, the prevailing

Party shall be entitled to recover reimbursement for reasonable attorneys' fees and costs, in an amount determined by the court, in addition to any other available remedies.

19. PUBLIC RECORDS: The Parties herein understand and acknowledge that this Agreement and its attachments are subject to the Idaho Public Records Act, I.C. §§ 74-101, *et seq.*, the Idaho Open Meetings Act, I.C. §§ 74-201, *et seq.*, and other applicable federal and state laws, and might be public records.

20. MERGER AND INTEGRATION: This writing embodies the whole agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained in this Agreement. All previous and contemporaneous communications, negotiations, representations, or agreements, either verbal or written, between the Parties are superseded by this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written below.

DATED this _____ day of _____ 2018.

CITY OF LEWISTON

By: _____
Michael G. Collins, Mayor

ATTEST:

Kari J. Ravencroft, City Clerk

CITY OF MOSCOW

By: _____
Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

EXHIBIT A**RELEASE, WAIVER, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**

PARTICIPANT: _____

(Please print clearly)

PROGRAM: Use of outdoor shooting range located at 5676 Mill Road, Lewiston, Idaho

The individual named above (referred to as "I" or "me" or the "Participant") desires to participate in the above-identified Program provided by the City of Lewiston and its officers, agents, and employees (hereinafter collectively "City of Lewiston"). As lawful consideration for being permitted by the City of Lewiston to participate in the Program, I agree to all the terms and conditions set forth in this agreement (this "Agreement").

I AM AWARE AND UNDERSTAND THAT THE PROGRAM INVOLVES DANGEROUS ACTIVITIES AND INVOLVES THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE. IT IS EXPRESSLY UNDERSTOOD THAT PARTICIPATING IN SHOOTING PRACTICE IS INHERENTLY DANGEROUS, AND I HEREBY RECOGNIZE THE DANGEROUSNESS OF SUCH ACTIVITY. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE PROGRAM WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH, AND PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF THE CITY OF LEWISTON, CLEARWATER PAPER (AS DEFINED BELOW) OR OTHERWISE.

I hereby expressly release, waive, and discharge any and all claims, currently known or hereafter known, against the City of Lewiston, as well as Clearwater Paper Corporation and its officers, agents, subsidiaries, affiliates and employees (hereinafter collectively "Clearwater Paper") on account of bodily injury, death, or property damage arising out of or attributable to Participant's participation in the Program, whether arising out of the negligence of the City of Lewiston, Clearwater Paper or otherwise. I covenant not to make or bring any such claim against the City of Lewiston or Clearwater Paper, and forever release and discharge the City of Lewiston and Clearwater Paper from liability under such claims.

I hereby assume full responsibility for the risk of bodily injury, death, and property damage while Participant is in any manner participating in the Program.

I agree to forever hold harmless, defend, and indemnify the City of Lewiston and Clearwater Paper from any and all claims, including those arising from ordinary negligence, which may arise out of Participant's participation in the Program. This includes, but is not limited to, any economic or non-economic losses due to bodily injury or property damage sustained in connection with participating in the Program.

This Agreement constitutes the sole and entire agreement of the City of Lewiston, Clearwater Paper, and I with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and

AGREEMENT BETWEEN THE CITY OF LEWISTON AND THE CITY OF MOSCOW

Page 6 of 9

I acknowledge that I have carefully read this Agreement and know and understand the contents thereof and sign this Agreement upon my own free will. I understand that by signing this Agreement, I give up substantial rights that I might otherwise have to recover damages for any losses occasioned by the fault of others, and knowing this, I still choose to sign this Agreement voluntarily, without inducement.

Packet Pg. 49

EXHIBIT B SHOOTING RANGE RULES

1. All requests for use of the Shooting Range shall be made to the Lewiston Police Department ("LPD") at least one (1) week in advance. Such requests shall be made to the Patrol Lieutenant (currently Lt. Joedy Mundell) or the Range Master (currently Sgt. Craig Roberts) by phone or e-mail.
2. The keys to the Shooting Range shall be checked out and returned to LPD dispatch daily. If a law enforcement agency or entity is scheduled to use the Shooting Range for multiple days in a row, then the law enforcement agency or entity can retain the Shooting Range keys for the following day. However, the law enforcement agency or entity shall return the Shooting Range keys to LPD at the conclusion of its scheduled use of the Shooting Range. No Shooting Range keys will be permanently issued to a law enforcement agency or entity. No law enforcement agency or entity shall make a copy of the Shooting Range keys. If a law enforcement agency or entity has not scheduled use of the Shooting Range through the Patrol Lieutenant or Range Master, then it will not be given the Shooting Range keys.
3. All law enforcement agencies and entities that use the Shooting Range shall supply their own target stands; cardboard backers; targets; and any other supplies that might be needed to complete their training/qualification.
4. Law enforcement agencies and entities that use the Shooting Range shall pick up and clean the Shooting Range daily. The exception to this is that if a law enforcement agency or entity will use the Shooting Range for consecutive days, then such law enforcement agency or entity may leave its course of fire set up so it does not have to be re-set each day.
5. Law enforcement agencies and entities that use the Shooting Range will be responsible for picking up brass after every session of use. LPD will supply buckets for the brass. Brass placed in LPD buckets will become the property of LPD and will be turned in for recycling.
6. While using the Shooting Range, a law enforcement agency or entity shall only shoot targets supplied by such law enforcement agency or entity. Shooting of the railroad ties or any other property owned by LPD will not be tolerated and could result in expulsion from future Shooting Range use.
7. Absolutely no vehicles will be driven on the pavement of the Shooting Range.

8. It is the responsibility of all law enforcement agencies and entities that use the Shooting Range to keep the Shooting Range well-maintained and orderly. After every use of the Shooting Range, please check the provided dumpster and other facilities to see if they are full and due for service. If they are in need of service, please notify the Patrol Lieutenant or Range Master.
9. No property will be stored outside of existing structures.
10. LPD, Idaho State Police, and Nez Perce Tribal Police are the only law enforcement agencies that have on-site locations at the Shooting Range for storage. It shall be the responsibility of those law enforcement agencies to secure and maintain their structures for storage. All other law enforcement agencies and entities that use the Shooting Range shall store their Shooting Range-related equipment at off-site locations.
11. Any injuries that occur at the Shooting Range shall be reported to the Lewiston Chief of Police within twenty-four (24) hours of the injury.
12. Violation of any of these rules could result in the termination of any future use of the Shooting Range.

Patrol Lieutenant Contact Information:

Joedy Mundell LPD: (208) 746-0171
 Cell: (208) 791-2031
 Work Schedule: Tuesday through Friday

Range Master Contact Information:

Craig Roberts Cell: (208) 816-1011
 Work Schedule Varies: Currently Friday through Monday 1500-0100

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 12/17/2018**Title:** Gotcha Mobility Bike Share Program (ACTION ITEM)**Responsible Staff:** Tyler Palmer

Information

DESCRIPTION: 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. The University took the lead on discussing the implementation of a bike share system on campus and entered into a Memorandum of Understanding (MOU) with Spin Bikes in July 2018 to launch a dockless system at the beginning of the 2018/2019 school year. As the City of Moscow was preparing to participate in the Spin Bike Share program with the University, Spin announced discontinuation of pedal bicycles from their product line and that they were immediately transitioning to an e-scooter share system only; that action resulted in termination of the Spin Bikes MOU with the University prior to the planned launch date.

Since that time, the University and City of Moscow have continued to research alternate options for a sustainable long-term bike share program. Collaboratively, 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.

Gotcha Mobility proposes an initial launch of 50 pedal assisted e-bikes throughout the City of Moscow, with a target launch date of April 1, 2019. The cost for a Gotcha Mobility bike share program is based on a monthly rate of \$75 per bike for Gotcha branded bikes, or \$100 per bike for fully customized and branded bikes. The annual cost for 50 Gotcha branded e-bikes is \$45,000. It 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.

STAFF RECOMMENDATION: 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).

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.

Necessary Resources/Impacts

\$22,500 Annually

Attachments

MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 12/17/2018**Title:** Proposed Climate Change and Carbon Fee Resolution (ACTION ITEM)**Responsible Staff:** Gary J. Riedner

Information

DESCRIPTION: The City of Moscow Sustainable Environment Commission (SEC) has proposed that the City Council adopt a resolution urging the United States Congress to enact a revenue neutral carbon fee and dividend policy in order to address climate change and the role of carbon emissions contributing to climate change. A copy of the proposed Resolution is attached. This was reviewed and recommended for approval by the Administrative Committee on December 10, 2018.

STAFF RECOMMENDATION: No staff recommendation.

PROPOSED ACTIONS: Adopt the resolution; reject the resolution or take other action deemed appropriate.

Necessary Resources/Impacts

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

Attachments

ltr-Lambert; carbon dividends 1218
 Proposed Resolution RevenueNeutralCarbonFee,DividendPolicy(2018)
 A New Horizon for Climate Action
 Municipalities with Carbon Dividend resolutions
 Climate Solutions Caucus
 Carbon dividends flyer Feb 2017
 City of Red Wing climate change endorsement
 Citizens Climate Lobby
 Salt Lake City carbon emissions resolution



Heart of the Arts



Sustainable Environment Commission

A Volunteer Commission
of the City of Moscow



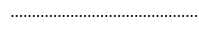
Kyle Steele
Staff Liaison

Gary J. Riedner
City Supervisor



Regular Meeting Time:
Third Tuesday
of the month
7:15 p.m.

Mayor's Conference Room of
City Hall



Please check with City Hall
to confirm meeting times or
to volunteer for this or
other City Commissions



Sustainable Environment
Commission
c/o Tyler Palmer
P.O. Box 9203
Moscow, ID 83843-1703
Website: www.ci.moscow.id.us

City Hall
206 East 3rd Street
Phone (208) 883-7000
Fax (208) 883-7018
Hearing Impaired (208) 883-7019



November 1, 2018

Bill Lambert
City of Moscow

Dear Mayor Lambert:

Please accept this letter as affirmative support by the Sustainable Environment Commission for the resolution proposed by the Citizen's Climate Lobby – Palouse Chapter wherein the City of Moscow urges the United States Congress to enact a revenue-neutral carbon fee and dividend policy for the United States.

This resolution is timely and is a prudent response to the threats that climate change poses to Idaho's economy and our quality of life. Direct and clear impacts of climate change for North Idaho include:

- Changes in water availability and more extreme temperature patterns which lead to drier soils, increased erosion, warmer winters, and the spread of pests that significantly damage Idaho's agricultural industry.
- Increased forest disturbances including invasive insects, tree disease, and wildfires which threaten an industry that is critical to our region.
- Decreased snowpack and reduced contribution of hydropower to regional electricity generation. In addition, rapid snowmelt can overwhelm reservoir storage leading to wasted water, decreased power generation, and negative impacts on irrigated agriculture.
- Impacts on Idaho's recreational and tourism sector including shortened ski seasons, inaccessible forests, lakes and rivers due to increased wildfires, and decreased tourism due to wildfire smoke.
- Compromised human health due to extreme heat and increased respiratory illness associated with smoke and other forms of air pollution.

The time is now for Moscow to make a statement about climate change. A national revenue-neutral carbon fee and dividend is a politically viable and economically sensible option to reduce the worst effects of climate change on all Idahoans. Such a system has been endorsed by both conservative and bi-partisan organizations because it is revenue-neutral, transparent and straightforward.

Please accept our support and recommendation that this resolution be adopted. Thank you for your consideration and leadership of our great community.

Sincerely,

Steve McGeehan

Steve McGeehan
Chair

City Commissions are advisory to the Mayor and City Council
and this communication does not represent the official position of the City of Moscow.

RESOLUTION NO. 2018 -

A RESOLUTION OF THE CITY OF MOSCOW, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, URGING THE UNITED STATES CONGRESS TO ENACT A REVENUE-NEUTRAL CARBON FEE AND DIVIDEND POLICY FOR THE UNITED STATES; PROVIDING THAT THIS RESOLUTION SHALL BE IN EFFECT UPON ITS PASSAGE, AND APPROVAL.

WHEREAS, the City of Moscow's Comprehensive Plan states that "[t]he residents of Moscow value quality of life, stability and sustainability"; and

WHEREAS, City has taken numerous steps to function in a more sustainable manner and respond to climate change. Those steps include:

- The EcoDriver program to increase fuel efficiency in City's fleet;
- Energy efficiency upgrades to City facilities and other infrastructure;
- A Water Conservation Program to reduce water consumption, including the innovative Wisescape program;
- Adoption of a Multi-modal Transportation Plan which commits to expanded non-motorized vehicle routes and facilities;
- Cooperation in the creation of a City-wide SMART public transportation system;
- A commitment to addressing climate change by adopting the 2013 Energy Efficiency and Green House Gas Reductions Goals Update (Resolution No. 2013-16);
- Establishment of annual Mayor's Earth Day Awards; and
- Co-establishment and continued participation in Palouse Basin Aquifer Committee.

WHEREAS, the Moscow City Council recognizes that effects of climate change has impacted Moscow and northern Idaho and threatens natural resources, food security, public health, quality of life, and the economy; and

WHEREAS, if left unattended, the consequences of a changing climate, including drought, higher temperatures, altered precipitation patterns, increased forest fires, more plant and animal pests and disease, and increased air pollution, have the potential to increasingly impact all Moscow residents; and

WHEREAS, impacts of unmitigated climate change can harm key public goods and economic sectors of agriculture, forestry, fisheries, water resources, and human health, and impose additional cost on City budgets and saddle future generations with costly economic and environmental burdens across the State of Idaho and beyond; and

WHEREAS, the Moscow City Council recognizes that people and governments need to act to mitigate climate change and its effects; and

WHEREAS, the continued use of fossil fuels is supported by a market failure wherein the costs of carbon emissions are not included in the price of fossil fuels; and

WHEREAS, the urgent need to transition away from fossil fuels can be accomplished effectively with a market-based program in which a revenue-neutral carbon fee on fossil fuel production includes a full rebate or dividend to all U.S. households;

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

1. The City Council strongly urges the United States Congress to pass legislation, and the President of the United States to sign into law, a national, market-based fee on the carbon in fossil fuels that will ensure a policy that significantly reduces carbon emissions and returns the entire fee minus administrative costs to all households, in order to protect the economy and the climate today and for future generations.
2. Further, the City Council encourages that such legislation include clear processes and objectives and that the application of such legislation also minimize financial impacts to our most vulnerable citizens, including the economically disadvantaged.
3. The City Council encourages other communities to join them in this request for the United States to recognize and address the global problems of carbon emissions in this manner.
4. The City Council directs the City Clerk to forward a copy of this Resolution to the delegations representing Moscow in both houses of the United States Congress, the State Legislators representing Moscow, and the Idaho Governor within thirty (30) days after passage of this Resolution.
5. That this Resolution shall become effective as of the ____ day of _____, 2018.

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

Bill Lambert, Mayor

ATTEST:

Laurie M. Hopkins, City Clerk

Citizens' Climate Lobby
and Citizens' Climate Education

A New
Horizon
FOR CLIMATE **ACTION**

Attachment: A New Horizon for Climate Action (1853 : Proposed Climate Change and Carbon Fee Resolution (ACTION ITEM))

Mission

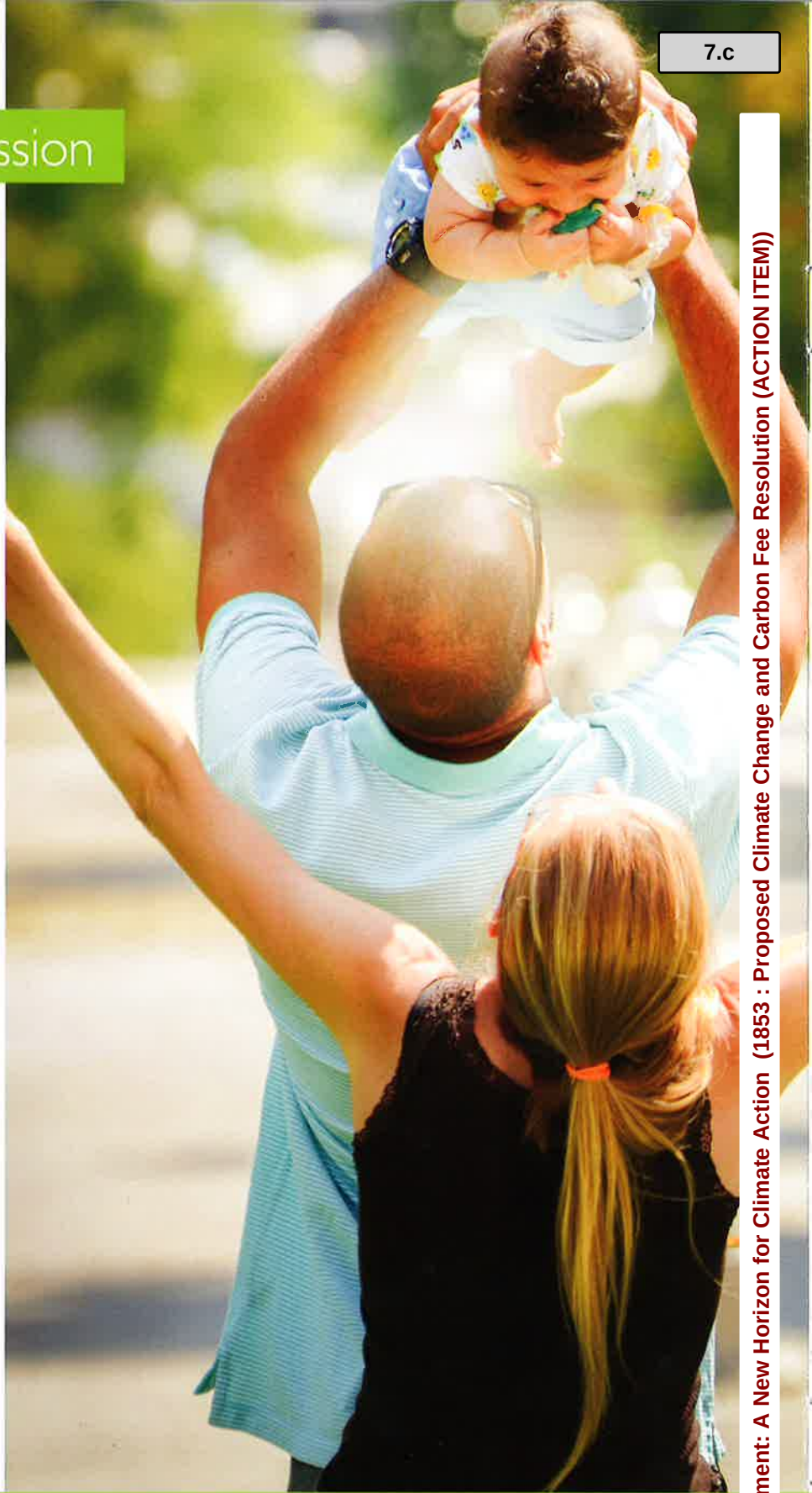
Citizens' Climate Lobby

To create the political will for climate solutions by enabling individual breakthroughs in personal and political power.

Citizens' Climate Education

To empower individuals to educate legislators, community leaders, and the public about climate change and climate change solutions.

A New
Horizon
FOR CLIMATE **ACTION**



Attachment: A New Horizon for Climate Action (1853 : Proposed Climate Change and Carbon Fee Resolution (ACTION ITEM))

Coal and oil have their voices in Congress.

The earth needs yours.

Preserving a livable climate requires reducing worldwide emissions of carbon dioxide. Our proposed carbon fee-and-dividend solution (CF&D) is designed to solidify American leadership in carbon reductions while guaranteeing broad international participation.

Our proposal is simple:

- A fee is placed on carbon-based fuels at the point of entry into the economy, such as a well, mine, or port of entry.
- The fee starts small, at \$15 per ton of carbon. It then rises steadily and predictably, increasing by \$10 per ton per year.
- Net fees collected are returned to American households on an equal and per capita basis. No fees go to fund other government spending.
- A “border adjustment” places a tariff on imports from any country that doesn’t have an equivalent price on carbon. This removes incentives for American manufacturing to move overseas. Just as importantly, it guarantees that any country doing business with America will pay a carbon fee, whether levied within its own domestic economy or upon shipping goods to the United States.

A predictably rising carbon price would end the era of emitting unlimited carbon pollution for free. Providing this clear market signal would unleash entrepreneurs and investors in the clean-energy economy, decreasing carbon dioxide emissions to 33% below 1990 levels in the first 10 years, and to 52% below 1990 levels a decade later.¹

At the same time, the dividend would protect households from increases in the cost of carbon-based energy, with two-thirds breaking even or

Our Solution



coming out ahead.² According to a CCL-commissioned study from Regional Economic Models, Inc., the transition to cleaner energy would:

- Save 13,000 lives annually.
- Create hundreds of thousands of jobs a year—2.1 million in the first decade alone.
- Add between \$70-85 billion to American annual gross domestic product (GDP) after 10 years.

Carbon Fee and Dividend isn’t just good for the planet. It’s good for our health, good for pocketbooks, and good for the American economy.

¹ *The Economic, Climate, Fiscal, Power, and Demographic Impact of a National Fee-and-Dividend Carbon Tax*. Regional Economic Models, Inc.: Washington, D.C., June 9 2014.

² “Carbon Dividend Spreadsheet Model.” Carbon Tax Center. Last modified: Oct. 1, 2015. Available at: <http://www.carbontax.org/dividends/>

It’s simple:

a consumer-friendly carbon price will speed
the transition to clean energy.

Our Accomplishments

In 2016, CCL's dedicated volunteers held nearly 1,400 meetings with congressional offices, published 2,465 letters to the editor and 383 op-eds, and composed over 40,000 personal letters to members of Congress. They also helped to promote two unprecedented initiatives in the House of Representatives.

The first was the Republican Climate Resolution, which declares that climate change is real and deserving of congressional action. Volunteers successfully encouraged 17 sitting Republican representatives to sign the statement, thus publicly declaring their climate concerns.

The second initiative was the House Climate Solutions Caucus (CSC). Founded by Florida congressmen Carlos Curbelo (R-26) and Ted Deutch (D-19) after years of work by CCE volunteers, the CSC is an active working group dedicated to the passage of bipartisan climate solutions. Its 38 members have joined in pairs, with every Republican partnering with a

Democrat to maintain firm political and ideological balance.

Internationally, CCL activities now span nearly 30 nations, including Bangladesh, Nepal, Australia, Germany, India, Sweden, Nigeria, the United Kingdom, Mexico, and Kenya.

Throughout the year, Citizens Climate Education (CCE) provided training and programming for regional and national conferences, including break-out sessions on the implications of climate change for agriculture, ocean ecology, national security, and more. CCE also produced laser talks, educational videos, and communication strategies that allow any climate activist organization to replicate our direct citizen-engagement model.

At this highly partisan moment, CCE's core insight remains the power of focusing communication upon shared values rather than political divides. Having spent years building relationships with lawmakers of all political inclinations, CCE is uniquely well-placed to create the political will for a clean, healthy future.

Volunteer Achievements

65,000
letters to Congress

10,426
letters to the editor

5,339
congressional meetings

1,084
op-eds published

592 endorsements for climate action acquired

Climate change is the greatest threat that humanity has ever faced. If we don't implement an effective solution soon, we are likely to encounter devastating social, environmental, and economic consequences. The scale and complexity of the problem make a lot of people feel hopeless.

But climate solutions do exist. All we need is the will to act.

That's why Citizens' Climate Education (CCE) and Citizens' Climate Lobby (CCL) empower individuals to build a vocal constituency for national climate action. By empowering neighbors, legislators, and community leaders about the benefits of climate solutions, our volunteers hasten the day that action is not only possible, but inevitable.

Our preferred solution has been endorsed by figures as diverse as climate scientist James Hansen and former Secretary of State George Shultz. Known as Carbon Fee and Dividend, it involves placing a fee on carbon pollution and returning all net funds to households to help with the transition to low-carbon energy. CCL volunteers are laser focused on enacting such a

Executive Summary

solution — a needed step towards saving the climate for future generations.

By emphasizing shared values rather than partisan divides, CCE trainees have built alliances across the political spectrum. Engaging in thousands of meetings with political, business, and faith leaders every year, these dedicated citizens are truly changing the climate conversation!

Meanwhile, both volunteer and chapter growth continue at an explosive rate. Our supporters have doubled or tripled in number each of the past six years, to a total of over 58,000 across all 435 congressional districts. With more than 400 active chapters, CCE and CCL welcome concerned citizens from across the political spectrum. As our founder Marshall Saunders understands, solving a universal problem demands universal participation.

We believe that ordinary people can make a difference, and that the fate of the climate relies upon them doing so. Please join our pursuit of a clean and prosperous future!

Building Capitol Connections: Citizens' Climate Lobby volunteers on Capitol Hill, June 2016



The Citizens' Climate Story

During the twelve years that real estate developer and philanthropist Marshall Saunders worked with the hunger and poverty organization RESULTS, he learned about the power of organized citizens who are determined to make their voices heard. Nevertheless, Marshall recognized that all of his work to alleviate poverty could quickly be undone by the threat of global climate change. In 2007, therefore, he founded Citizens' Climate Lobby and Citizens' Climate Education to build national support for climate change solutions.

Nearly a decade later, we've grown to more than 400 chapters around the world, with supporters in every U.S. congressional district. Still, our strategy remains rooted in Marshall's optimistic, inclusive philosophy. CCE empowers individuals to discover and celebrate their own capacity to make a significant difference in the world by breaking down partisan barriers and building positive working relationships with legislators and other stakeholders. By treating every conversation as an opportunity rather than an obstacle, we find support for climate action in unexpected quarters, changing the political calculus through steady, committed citizen action.



"I used to think that the important people were taking care of the important problems.

I don't think that anymore."

Marshall Saunders

Building a
safe, stable future
requires solving climate change today.

The Partnership

Building a Climate Constituency



Citizens' Climate Education

Citizens' Climate Education (CCE), a registered 501(c)(3), supports citizen advocates via targeted research, communications protocols, and scientific and legislative analysis. CCE's 16 committed, full-time staffers provide volunteers with the research and communications tools they need to educate legislators, the media, and members of the general public about climate change solutions. CCE's openly accessible tools provide a solid foundation for its sister organization Citizens' Climate Lobby—and for any organization wishing to hone its climate communication.



Citizens' Climate Lobby

Volunteers with Citizens' Climate Lobby advocate for climate solutions such as a national, revenue-neutral, carbon fee-and dividend system. Much of CCL's budget goes towards its annual Conference and Lobby Days in Washington, D.C.; its passionate volunteers are empowered to organize meetings and produce media based on their own time, resources, and personal priorities. The vocal, grassroots 501(c)(3) Citizens' Climate Lobby often makes use of CCE training and protocols, and, of the two, unsurprisingly presents the more visible public face.

Citizens' Climate Lobby and Citizens' Climate Education

embody the power

of ordinary people committed to an extraordinary cause.

Advisory Board

George P. Shultz

Former Secretary of the Treasury and Secretary of State George P. Shultz is the chair of the Hoover Institution's Shultz-Stephenson Task Force on Energy Policy. As part of the Climate Leadership council, he co-authored "The Conservative Case for Carbon Dividends" with fellow members including James Baker and Henry Paulson. He has been a forceful advocate for climate action as an insurance policy that can help keep our nation stable and secure.

Dr. James Hansen

Dr. James Hansen, formerly Director of the NASA Goddard Institute for Space Studies, directs the program in Climate Science, Awareness and Solutions at Columbia University's Earth Institute. Following 1988 congressional testimony instrumental in raising national awareness of global warming, he was elected to the National Academy of Sciences in 1995, and in 2006 designated one of *Time* magazine's 100 most influential people on Earth.

Don Cheadle

Actor, director, and musician Don Cheadle's philanthropic work includes serving as a U.N. Ambassador for the United Nations Environment Programme. He has contributed to the SHOWTIME climate impact series *Years of Living Dangerously*, and in 2007 received the BET Humanitarian Award for work on behalf of the people of Darfur and Rwanda.

Dr. Steven Chu

Dr. Steven Chu, the William R. Kenan, Jr., Professor of Physics and Professor of Molecular & Cellular Physiology at Stanford University, was U.S. Secretary of Energy from 2009 to 2013. As director of the Lawrence Berkeley National Lab he led a pursuit of alternative and renewable energy technologies, and was co-recipient of the 1997 Nobel Prize for Physics for development of methods to cool and trap atoms with laser light.

Sam Daley-Harris

Sam Daley-Harris is the founder of the international poverty organization RESULTS (1980), the Microcredit Summit Campaign (1995), and the Center for Citizen Empowerment and Transformation (2012). In 2007, the Microcredit Summit Campaign surpassed its initial goal of offering microloans to 100 million impoverished families.

Sylvia A. Earle

National Geographic Society Explorer in Residence Dr. Sylvia A. Earle has led more than 100 expeditions and logged over 7,000 hours underwater. Formerly Chief Scientist of NOAA, Dr. Earle is the founder of Deep Ocean Exploration and Research, Inc., Chair of the Advisory Council of the Harte Research Institute, and the subject of the 2014 Netflix film, *Mission Blue*.

Dr. Hahrie Han

Hahrie Han is the Anton Vonk Associate Professor of Environmental Politics in the Department of Political

We're making our voices heard —
and we won't quit until Congress passes
fair, effective climate legislation.

Volunteer Spotlights

Volunteers are the heart of CCE and CCL. Sometimes they work close to home, as when new mother Miranda Phillips channeled her desire for climate action to found a CCL chapter in Ithaca, New York. Two years later, the chapter's consistent outreach encouraged Representative Tom Reed (R, NY-23) to join GOP colleagues in declaring that climate change is real, that humans contribute to it, and that Congress should explore bipartisan solutions. Now boasting 17 signatories, the Republican Climate Resolution* is an unprecedented initiative in the GOP caucus.



Miranda Phillips

Citizens' Climate Lobby's Volunteer Regional Coordinator for Africa David Michael Terungwa holds a post graduate certificate in Renewable Energy and is founder of the African Green Movement climate advocacy organization. Originally from Benue State Nigeria, David has led expansion from a single African group to one or more active chapters in 10 countries across the continent.



Michael Terungwa

Years before the Energy Freedom Tour, Pennsylvania resident Jay Butera turned his attention to Florida. With over 1,300 miles of coastline and some of the world's premier coastal cities, Florida has a lot at stake from climate change. Yet, the voices of Florida's concerned citizens and local leaders were not being heard in Congress. Jay worked to change that, recruiting citizens and community leaders to expand CCL's presence. Today the state boasts seven active chapters and seven more in-progress—a whole new level of energy for the Sunshine State!



Jay Butera

CCL has long understood the importance of including 'trusted messengers' in climate communication. For legislators, such messengers often include people responsible for growing jobs in their districts. As CCL's Conservative Caucus Ambassador for the Northeast region, Zaurie Zimmerman encourages conservatives and business people to become active advocates for climate solutions within their networks.



Laurie Zimmerman

The problem of global climate change demands global attention. That's why we're active in 30 nations, from Sweden to Nepal to Panama. And it's why Sarabeth Brockley and 50 diverse volunteers came to Paris during the December 2015 UN Climate Conference, joining in the creation of the Carbon Pricing Leadership Coalition and making the case for a clear carbon price as the most just and effective climate solution available. By founding the Citizens' Climate Engagement Network, they also worked to ensure a role for citizens around the world in achieving the ambitions of the landmark Paris Agreement.



Sarabeth Brockley

CCL works to save the climate not just for ourselves, but also for future generations. So it's appropriate to give the last word to 10-year-old James Haynes, whose two years as a volunteer have included meetings with the office of Congressman Rodney Frelinghuysen (R-NJ) and those of other legislators. Asked about CCL's favored carbon fee-and-dividend legislation, James answers, "What's not to get? You make the polluters pay more. And then you give that money to the people to pay their bills."



James Haynes

*H. Res. 195

The CCL/CCE Touch

At CCE and CCL, we believe that the ethics of a democratic society—and the realities of our system of checks and balances—demand that we strive for the greatest possible consensus. Bipartisan dialogue is not only the right thing to do; it's also the only way we can achieve a truly long-term, sustainable climate solution. We can't afford to leave our solution vulnerable to the results of the next election cycle.

That's why Citizens' Climate Education's tools are designed to build communication and long-term relationships across the aisle. We begin by showing genuine respect for political differences, and strive to open dialogue by finding common ground—sometimes on issues seemingly far removed from climate change. And we empower individuals to build the kind of local, community-based support for climate action that will exert political pressure on reluctant legislators.

The need for long-term solutions is also why Citizens' Climate Lobby promotes a national climate program with benefits for all. A carbon fee-and-dividend system will enhance the American economy, create American jobs, and put more money in American pockets. It's the kind of solution that can build a durable, robust constituency, capable of withstanding temporary political winds.



Whether addressing Democrats in fossil fuel-producing states or Republicans concerned about primary opponents, CCL volunteers help to build local political will—and create a safe space for legislators to vote in favor of significant climate action.

Denial turns to dialogue; dialogue becomes action. That's the CCL way.

Citizens' Climate Lobby and Citizens' Climate Education:
the power of ordinary people
 committed to an extraordinary cause.

Advisory Board

Science at the University of California, Santa Barbara, where she specializes in how civic associations mobilize political participation and policy advocacy. Professor Hahn's most recent book is *How Organizations Develop Activists*.

Dr. Katharine Hayhoe

Atmospheric scientist Katherine Hayhoe's life's work is communicating the realities of a changing climate. She is an expert reviewer for the Nobel Peace Prize-winning Intergovernmental Panel on Climate Change, and, with her husband Rev. Andrew Farley, the co-author of *A Climate for Change: Global Warming Facts for Faith-Based Decisions*.

Dr. Shi-Ling Hsu

Shi-Ling Hsu is the John W. Larson Professor at the Florida State University College of Law, and an expert in environmental and natural resource law, climate change, law and economics, and property. His most recent book is *The Case for a Carbon Tax: Getting Past our Hang-ups to Effective Climate Policy*. Previously, Dr. Hsu was a senior attorney and economist for the Environmental Law Institute in Washington, D.C.

Bob Inglis

Former GOP congressman Bob Inglis is the founder and Executive Director of the Energy and Enterprise Initiative (E&EI) at George Mason University. The national, grassroots E&EI advocates for conservative alternatives

to government mandates and tax incentives, and promotes a "true cost" comparison between competing fuels to drive innovation and economic growth.

Dr. Daniel Kammen

Daniel Kammen is the Class of 1935 Distinguished Professor of Energy at U.C. Berkeley and a coordinating lead author for the Intergovernmental Panel on Climate Change, which shared the 2007 Nobel Peace Prize. Dr. Kammen's career has included founding the Renewable and Appropriate Energy Laboratory (RAEL) and appointment by Secretary of State Hillary Clinton as First Energy Fellow to the Americas.

Rear Admiral David W. Titley

Rear Admiral (ret.) David W. Titley is a professor of practice in meteorology at Pennsylvania State University and the founding director of the PSU Center for Solutions to Weather and Climate Risk. Rear Admiral Titley's 32 years in the U.S. Navy included initiating the Navy's Task Force on Climate Change and serving as the first commanding officer of the Naval Oceanography Operations Command.

Bradley Whitford

Award-winning stage actor Bradley Whitford has received critical acclaim for his many roles in theater, film, and television. He won a 2001 Emmy Award for his portrayal of Josh Lyman on NBC's *The West Wing*, and a 2015 Primetime Emmy Award in Amazon's *Transparent*. In 2016, he joined CCL volunteer Jay Butera on Capitol Hill in an episode of the acclaimed National Geographic series *Years of Living Dangerously*.

Building political will for a livable world.

A New Horizon

FOR CLIMATE ACTION

Citizens' Climate Lobby
Citizens' Climate Education
1330 Orange Ave, #309
Coronado, CA 92118



Citizens' Climate Lobby



Citizens' Climate Education

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Municipal Resolutions calling for Carbon Fee and Dividend (or equivalent)

Municipality	Population	District and member(s) of Congress
Philadelphia, PA	1.5 million	Robert Brady (D-PA-01), Chaka Fattah (D-PA-13)
Pima County, AZ	980,263	Tom O'Halleran (D-AZ-01), Martha McSally (D-AZ-03)
San Francisco, CA	837,000	Nancy Pelosi (D-CA-12)
Essex County, NJ	789,565	Donald Payne Jr. (D-NJ-10), Rodney Davis (D-NJ-09)
San Mateo County, CA	765,135	Jackie Speier (D-CA-14), Anna Eshoo (D-CA-18)
Portland, OR	609,456	Suzanne Bonamici (D-OR-01), Earl Blumenfelter (R-OR-05)
Tucson, AZ	503,706	Martha McSally (R-AZ-02); Raúl Grijalva (D-AZ-01)
Sonoma County, CA	483,878	Jared Huffman (D-CA-02), Mike Thompson (D-CA-05)
Oakland, CA	413,775	Barbara Lee (D-CA-13)
Pittsburgh, PA	305,841	Mike Doyle (D-PA-14)
Santa Cruz County, CA	275,897	Jimmy Panetta (D-CA-20) and Anna Escobedo Cabral (D-CA-06)
Marin County, CA	260,000	Jared Huffman (D-CA-02)
Dona Ana County, NM	213,460	Steve Pearce (R-NM-02)
Rochester, NY	210,358	Louise Slaughter (D-NY-25)
Modesto, CA	204,000	Jeff Denham (R-CA-10)
Salt Lake City, UT	191,000	Chris Stewart (R-UT-02)
Santa Fe County, NM	147,423	Ben R. Luján (D-NM-03)
Syracuse, NY	143,378	John Katco (R-NY-24)
Ann Arbor, MI	120,782	Debbie Dingell (D-MI-12)
Allentown, PA	120,443	Charles Dent (R-PA-15)
La Crosse County, WI	118,212	Ron Kind (D-WI-03)
Berkeley, CA	116,768	Barbara Lee (D-CA-13)
Boulder, CO	108,090	Jared Polis (D-CO-02)
Richmond, CA	107,000	Mark DeSaulnier (D-CA-11)
Tompkins County, NY	103,617	Tom Reed (R-NY-23)
Santa Monica, CA	92,472	Ted Lieu (D-CA-33)
Bloomington, IN	82,575	Trey Hollingsworth (R-IN-09)
Fayetteville, AR	79,000	Steve Womack (R-AR-03)
Alameda, CA	78,906	Barbara Lee (D-CA-13)
Bethlehem, PA	75,293	Charles Dent (R-PA-15)
Iowa City, IA	74,398	Dave Loebsack (D-IA-02)
Flagstaff, AZ	71,459	Tom O'Halleran (D-AZ-01)
Santa Fe, NM	70,000	Ben R. Luján (D-NM-03)
Davis, CA	68,111	John Garamendi (D-CA-03)
Portland, ME	66,937	Chellie Pingree (D-ME-01)
Santa Cruz, CA	64,465	Anna Eshoo (D-CA-18) and Jimmy Panetta (D-CA-20)
La Crosse, WI	62,109	Ron Kind (D-WI-03)

Attachment: Municipalities with Carbon Dividend resolutions (1853 : Proposed Climate Change and Carbon Fee Resolution (ACTION ITEM))

Encinitas, CA	61,588	Darrell Issa (R-CA-49)
Petaluma, CA	60,530	Jared Huffman (D-CA-02), Mike Thom
Lancaster, PA	59,325	Joseph Pitts (R-PA-16)
Hoboken, NJ	53,312	Albio Sires (D-NJ-08)
Oak Park, IL	52,066	Danny Davis (D-IL-07)
San Luis Obispo, CA	46,377	Lois Capps (D-CA-24)
State College, PA	42,034	Glenn Thompson (R-PA-05)
Summit County, UT	39,633	Rob Bishop (R-UT-01)
Montclair, NJ	38,977	Donald Payne, Jr. (D-NJ-10), Rodney
Claremont, CA	36,054	Judy Chu (D-CA-27)
West Hollywood, CA	35,883	Adam Schiff (D-CA-28)
Bangor, ME	31,985	Bruce Poliquin (R-ME-02)
Ithaca, NY	30,515	Tom Reed (R-NY-23)
Princeton, NJ	30,108	Bonnie Watson (D-NJ-12)
Los Altos, CA	30,010	Anna Eshoo (D-CA-18)
San Carlos, CA	29,797	Jackie Speier (D-CA-14)
Pittsford, NY	29,406	Louise Slaughter (D-NY-25)
Monterey, CA	27,810	Jimmy Panetta (D-CA-20)
Stevens Point, WI	26,423	Ron Kind (D-WI-03)
Carbondale, CO	26,363	Scott R. Tipton (R-CO-03)
El Cerrito, CA	24,316	Mark DeSaulnier (D-CA-11)
Portsmouth, NH	21,485	Carol Shea-Porter (D-NH-01)
Carrboro, NC	21,265	David Price (D-NC-04)
Millburn, NJ	20,130	Leonard Lance (R-NJ-07)
Marina, CA	19,718	Jimmy Panetta (D-CA-20)
Albany, CA	19,192	Barbara Lee (D-CA-13)
Oroville, CA	19,033	Douglas LaMalfa (R-CA-01)
Carlisle, PA	18,916	Lou Barletta (R-PA-11)
Boone, NC	18,211	Virginia Foxx (R-NC-05)
Pitkin County, CO	17,379	Scott R. Tipton (R-CO-03)
South Orange Village, NJ	16,994	Donald Payne (D-NJ-10)
Pacific Grove, CA	15,624	Jimmy Panetta (D-CA-20)
Morro Bay, CA	10,461	Lois Capps (D-CA-24)
Sitka, AK	8,863	Don Young (R-AK-00)
Sebastopol, CA	7,678	Jared Huffman (D-CA- 02), Mike Thor
Aspen, CO	6,971	Scott Tipton (R-CO-03)
Fairfield, ME	6,734	Bruce Poliquin (R-ME-02)
Narberth, PA	4,295	Dwight Evans (D-PA-02)
Del Mar, CA	4,278	Darrell Issa (R-CA-49)
Pittsboro, NC	4,266	Mark Walker (R-NC-06)
Lambertville, NJ	3,856	Leonard Lance (R-NJ-07)
Danby, NY	3,329	Tom Reed (R-NY-23)
Eureka Springs, AR	2,095	Steve Womack (R-AR-0
Hopewell, NJ	1,926	Bonnie Watson Coleman (D-NJ-12)

Shutesbury, MA
Grand Marais, MN

1,800
1,351

Jim McGovern (D-MA-02)
Richard Nolan (D-MN-08)

Public Utility Commission and
City Council
Ridgway, CO

953

Scott Tipton (R-CO-03)

Municipal Resolutions calling for Action on Climate

Municipality	Population	Districts and member(s) of Congress
Denver, CO	663,862	Diana DeGette (D-CO-01)
Santa Clarita, CA	181,972	Steve Knight (R-CA-25)
Las Cruces, NM	101,324	Steve Pearce (R-NM-02)
Eau Claire, WI	68,339	Ron Kind (D-WI-03)
Corvallis, OR	57,390	Peter DeFazio (D-OR-04), Kurt Schrader
East Lansing, MI	48,544	Mike Bishop (R-MI-08)
Haverford Board of Commissioners, PA	48,491	Patrick Meehan (R-PA-07)
Prior Lake, MN	25,863	Jason Lewis (R-MN-02)
Bainbridge Island, WA	23,196	Derek Kilmer (D-WA-06)
Hastings, MN	22,602	Jason Lewis (R-MN-02)
Red Wing, MN	16,526	Jason Lewis (R-MN-02)
Truckee, CA	16,297	Tom McClintock (R-CA-04)
Peterborough, NH	6,284	Annie Kuster (D-NH-02)
Media, PA	5,327	Pat Meehan (R-PA-07)
Livingston, NY	3,646	John Faso (R-NY-19)
Stockport, NY	2,815	John Faso (R-NY-19)
Village of Cooperstown, NY	1,834	John Faso (R-NY-19)
Chatham, NY	1,731	John Faso (R-NY-19)
Ancram, NY	1,573	John Faso (R-NY-19)
Taghkanic, NY	1,310	John Faso (R-NY-19)
Alta, UT	387	(UT-03)

Attachment: Municipalities with Carbon Dividend resolutions (1853 : Proposed Climate Change and Carbon Fee Resolution (ACTION ITEM))

Climate Solutions Caucus

37 REPUBLICANS & 37 DEMOCRATS

Working Together To Find Climate Change Solutions



CLIMATE
LEADERSHIP
COUNCIL

THE CONSERVATIVE CASE FOR CARBON DIVIDENDS

How a new climate strategy can strengthen our economy,
reduce regulation, help working-class Americans, shrink
government & promote national security

James A. Baker, III
Martin Feldstein
Ted Halstead
N. Gregory Mankiw

Henry M. Paulson, Jr.
George P. Shultz
Thomas Stephenson
Rob Walton

February 2017

ABOUT THE AUTHORS



JAMES A. BAKER, III, served as Secretary of State under President George H.W. Bush, Secretary of the Treasury under President Reagan and White House chief of staff under both. He is a senior partner in the law firm of Baker Botts.

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TED HALSTEAD is the founder, President & CEO of the Climate Leadership Council. Previously, he founded New America, a leading public policy think tank. He is co-author of *The Radical Center: The Future Of American Politics*.

THOMAS STEPHENSON is a partner at Sequoia Capital, a venture capital firm based in Silicon Valley. Stephenson previously served as the United States Ambassador to Portugal from 2007 to 2009 under President George W. Bush.



N. GREGORY MANKIW served as Chairman of the President's Council of Economic Advisers from 2003 to 2005 under President George W. Bush. He is the Robert M. Beren Professor of Economics at Harvard University.

ROB WALTON served as chairman of the board of Walmart, the world's largest retailer and employer, from 1992 to 2015. He is currently Chairman of the Executive Committee of Conservation International.



ABOUT THE CLIMATE LEADERSHIP COUNCIL

The Climate Leadership Council is an international research and advocacy organization whose mission is to mobilize global opinion leaders around the most effective, popular and equitable climate solutions. As a central part of this mission, the Council develops and promotes new policy frameworks based on carbon dividends for each of the largest greenhouse gas emitting regions. Currently active in Washington and London, the Council will expand to Berlin, Beijing and New Delhi next. Find out more at www.clcouncil.org.

THE NEED FOR A CONSERVATIVE CLIMATE SOLUTION

Mounting evidence of climate change is growing too strong to ignore. While the extent to which climate change is due to man-made causes can be questioned, the risks associated with future warming are too big and should be hedged. At least we need an insurance policy. For too long, many Republicans have looked the other way, forfeiting the policy initiative to those who favor growth-inhibiting command-and-control regulations, and fostering a needless climate divide between the GOP and the scientific, business, military, religious, civic and international mainstream.

Now that the Republican Party controls the White House and Congress, it has the opportunity and responsibility to promote a climate plan that showcases the full power of enduring conservative convictions. Any climate solution should be based on sound economic analysis and embody the principles of free markets and limited government. As this paper argues, such a plan could strengthen our economy, benefit working-class Americans, reduce regulations, protect our natural heritage and consolidate a new era of Republican leadership. These benefits accrue regardless of one's views on climate science.

THE FOUR PILLARS OF A CARBON DIVIDENDS PLAN

1. A GRADUALLY INCREASING CARBON TAX

The first pillar of a carbon dividends plan is a gradually increasing tax on carbon dioxide emissions, to be implemented at the refinery or the first point where fossil fuels enter the economy, meaning the mine, well or port. Economists are nearly unanimous in their belief that a carbon tax is the most efficient and effective way to reduce carbon emissions. A sensible carbon tax might begin at \$40 a ton and increase steadily over time, sending a powerful signal to businesses and consumers, while generating revenue to reward Americans for decreasing their collective carbon footprint.

2. CARBON DIVIDENDS FOR ALL AMERICANS

All the proceeds from this carbon tax would be returned to the American people on an equal and quarterly basis via dividend checks, direct deposits or contributions to their individual retirement accounts. In the example above, a family of four would receive approximately \$2,000 in carbon dividend payments in the first year. This amount would grow over time as the carbon tax rate increases, creating a positive feedback loop: the more the climate is protected, the greater the individual dividend payments to all Americans. The Social Security Administration should administer this program, with eligibility for dividends based on a valid social security number.

3. BORDER CARBON ADJUSTMENTS

Border adjustments for the carbon content of both imports and exports would protect American competitiveness and punish free-riding by other nations, encouraging them to adopt carbon pricing of their own. Exports to countries without comparable carbon pricing systems would receive rebates for carbon taxes paid, while imports from such countries would face fees on the carbon content of their products. Proceeds from such fees would benefit the American people in the form of larger carbon dividends. Other trade remedies could also be used to encourage our trading partners to adopt comparable carbon pricing.

4. SIGNIFICANT REGULATORY ROLLBACK

The final pillar is the elimination of regulations that are no longer necessary upon the enactment of a rising carbon tax whose longevity is secured by the popularity of dividends. Much of the EPA's regulatory authority over carbon dioxide emissions would be phased out, including an outright repeal of the Clean Power Plan. Robust carbon taxes would also make possible an end to federal and state tort liability for emitters. To build and sustain a bipartisan consensus for a regulatory rollback of this magnitude, the initial carbon tax rate should be set to exceed the emissions reductions of current regulations.

HELPING WORKING-CLASS AMERICANS

President Donald J. Trump's electoral victory stems in large part from his ability to speak to the increasing frustration and economic insecurity that many voters feel the political establishment has failed to address. This frustration has found expression in a growing populist sentiment and yearning for fundamental change. A carbon dividends plan responds to these powerful trends.

Relieving Economic Anxiety

Today's economic insecurity is driven by both technological progress and globalization. As such, it does not lend itself to easy answers. A carbon dividends program provides a rare exception: a simple idea that strengthens the economy and elevates the economic prospects of the nation's disaffected. The Department of Treasury estimates that the bottom 70% of Americans would come out ahead under such a program. Carbon dividends would increase the disposable income of the majority of Americans while disproportionately helping those struggling to make ends meet. Yet these dividends are not giveaways; they would be earned based on the good behavior of minimizing our carbon footprints.

Redirecting Populism

Increasingly, voters feel that the American political and economic system is rigged against their interests. Populism threatens the current policy consensus in favor of liberalized trade and investment. The best remedy is to redirect this populist energy in a socially beneficial direction. Carbon dividends can do just that based on a populist rationale: We the People deserve to be compensated when others impose

“Carbon dividends would increase the disposable income of the majority of Americans while disproportionately helping those struggling to make ends meet

climate risks and emit heat-trapping gases into our shared atmosphere. The new ground rules make intuitive sense: the more one pollutes, the more one pays; the less one pollutes, the more one comes out ahead. This, for once, would tip the economic scales towards the interests of the little guy.

STRENGTHENING OUR ECONOMY

Incentivizing Growth & Innovation

An ideal climate strategy would simultaneously reduce carbon emissions and steer America towards a path of more durable economic growth. A carbon dividends plan can do exactly that. A carbon tax would send a powerful market signal that encourages technological innovation and large-scale substitution of existing energy and transportation

“This plan would steer America towards more durable economic growth by encouraging technological innovation and stimulating new investment

infrastructures, thereby stimulating new investment. Second, the plan would offer companies, especially those in the energy sector, the predictability they now lack, thus removing one of the most serious impediments to longer-

term capital investment. Third, because many regulations would become unnecessary, the plan would give companies the flexibility to reduce emissions in the most efficient way.

The Immediate Impact of Future Policy

A well-designed carbon dividends plan would further contribute to economic growth through its dynamic effects on consumption and investment. Just as central banks rely on forward guidance to influence future market expectations, if investors know that a carbon tax will increase steadily over time, the stimulatory effect of the final tax rate would be felt almost immediately for infrastructure and utility projects, especially ones that have long-term paybacks. In addition, forward-looking households would have an incentive to borrow to make durable purchases that would reduce their carbon footprint. Congress might even consider allowing individuals to borrow against their future dividend income for certain clearly defined purposes, such as higher education or the purchase of an electric vehicle.

SHRINKING THE SIZE OF GOVERNMENT

Less Government, Less Pollution

In order to separate the consideration of carbon taxes from debates over size of government, most carbon tax proposals are now revenue-neutral. This proposal, however, would go one step further by shrinking the overall size of government and streamlining the regulatory state. Eliminating or phasing out an array of energy-related regulations would reduce government bureaucracy, promote economic growth and free up the financial and personnel resources now allocated to administer and comply with these programs. A gradually increasing carbon tax would also eliminate the rationale for ever more heavy-handed regulations of greenhouse gas emissions in future years.

The Essential Link Between Carbon Taxes, Dividends & Regulatory Relief

For the elimination of heavy-handed climate regulations to withstand the test of time and not prove highly divisive, they must be replaced by a market-based alternative. Our policy is uniquely suited to building bipartisan and public support for a significant regulatory rollback. It is essential that the one-to-one relationship between carbon tax revenue and dividends be maintained as the plan's longevity, popularity and transparency all hinge on this. Allocating carbon tax proceeds to other purposes would undermine popular support for a gradually rising carbon tax and the broader rationale for far-reaching regulatory reductions.

STABILIZING AN UNSTABLE WORLD

Our reliance on fossil fuels contributes to a less stable world, empowers rogue petro-states and makes us vulnerable to a volatile world oil market. Carbon dividends would accelerate the transition to a low-carbon global economy and domestic energy independence. Not only would this help prevent the destabilizing consequences of climate change, it would also reduce the need to protect or seek to influence politically vulnerable oil-producing regions. With our electric grids susceptible to cyber attacks, a transition to cleaner power sources combined with new

distributed storage technologies could also strengthen national security. Carbon pricing would also encourage domestic nuclear energy, further promoting climate stability and America's energy independence.

“ Many carbon tax proposals are revenue-neutral. This proposal goes one step further by shrinking the overall size of government and streamlining the regulatory state

CONSOLIDATING CONSERVATIVE LEADERSHIP

A Popular Solution to a Widely Shared Concern

The opposition of many Republicans to meaningfully address climate change reflects poor science and poor economics, and is at odds with the party's own noble tradition of stewardship. A carbon dividends plan could realign the GOP with that longstanding tradition and with popular opinion. Recent polls indicate that 64% of Americans worry a great deal or a fair amount about climate change, while a clear majority of Republicans acknowledge that climate change is occurring. Meanwhile, one telling survey finds that 67% of Americans support a carbon tax with proceeds returned directly to them, including 54% of conservative Republicans.

Appealing to Younger Voters, Latinos & Asians

Concern about climate change is greatest among Americans below the age of 35, Latinos and Asians. And it is, of course, younger voters who hold the key to the future political fortune of either party. Increasingly, climate change is becoming a defining issue for this next generation of Americans, which the GOP ignores at its own peril. Meanwhile Asians and Hispanics – the fastest growing demographic groups – are also deeply concerned about climate change. A carbon dividends plan offers an opportunity to appeal to all three key demographics, while illustrating for them the superiority of market-based solutions.

POLICY FINE PRINT

A carbon tax should increase steadily and predictably over time so that companies and consumers can plan accordingly, and the previously mentioned economic stimulatory effects can be harnessed. At the completion of a five year period, a Blue Ribbon Panel could recommend whether the tax rate should increase further, based on the best climate science available at the time. Provisions must be established for the unbanked to receive their

quarterly dividend checks, possibly through commercial services such as PayPal or Western Union. The dividend income should be tax-free. Exports by companies in sectors with greater than 5% energy cost in final value should have any carbon taxes rebated on leaving the United States. Finally, non-emissive fossil fuel products (e.g. asphalt for road use) should be exempt, with a refund for any tax previously paid.

“With the privilege of controlling all branches of government comes a responsibility to exercise wise leadership on climate policy and promote a solution that showcases the full power of enduring conservative convictions

THE IMPERATIVE TO LEAD

With the privilege of controlling all branches of the government comes a responsibility to exercise wise leadership on the defining challenges of our era, including global climate change. It is incumbent upon the GOP to lead the way rather than look the other way. Republicans now have a rare opportunity to set the terms of a lasting

market-based climate solution that warrants bipartisan, industry and public support. No less important, this is an opportunity to demonstrate the power of the conservative canon by offering a more effective, equitable and popular climate policy based on free markets, smaller government and dividends for all Americans.

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April 10, 2017

Congressman Jason Lewis
District Office
2805 Cliff Road, Suite 200
Burnsville, MN 55337

Subject: City of Red Wing Endorsing Action on Climate Change

Dear Congressman Jason Lewis:

The costs of climate change—including destabilized weather patterns, rising sea levels, extreme weather events, and other serious impacts - now pose a substantial threat to the health, prosperity, and security of Americans. The costs are real, they are growing, and they are already burdening businesses, taxpayers, municipal budgets, and families.

Our economy, infrastructure, public safety, and health are directly at risk. Prudent action now will be far less costly than the consequences of delayed response and will create a more stable business environment for our nation.

The City of Red Wing Council urges Congress to sponsor and/or support measures that will:

- Acknowledge the serious threat posed by climate change; and
- Reduce greenhouse gas emissions in a clear, transparent, and effective way.

Thank you for your service to our community and Minnesota. Should you want to discuss this matter, please feel free to contact me at 651-385-3610.

Sincerely,

Mayor Sean Dowse

315 West 4th Street
Red Wing, MN 55066
Website: www.red-wing.org
Phone: 651.385.3610
sean.dowse@ci.red-wing.mn.us



Citizens' Climate Lobby

Carbon Fee and Dividend

- 1 Place a fee on fossil fuels at the source (mine, well or port).
- 2 Return all of the revenue to households equally.
- 3 A border adjustment on goods imported from or exported to countries without an equivalent price on carbon.



How Carbon Fee and Dividend Works

1. Place a steadily rising fee on fossil fuels.

To account for the true cost of burning fossil fuels, including environmental and social costs, we propose an initial fee of \$15/ton on the CO₂ equivalent emissions of fossil fuels, escalating \$10/ton/year, imposed upstream at the mine, well or port of entry.

Accounting for the true cost of fossil fuel emissions not only creates a level-playing field for all sources of energy, but also informs consumers of the true cost comparison of various fuels when making purchase decisions.

2. Give 100% of the fees minus administrative costs back to households each month.

100% of the net fees from the carbon fee are held in a Carbon Fees Trust fund and returned directly to households as a monthly dividend.

About two-thirds of households will break even or receive more than they would pay in higher prices. *This will particularly protect lower income households, children, and elders. This feature will inject billions into the economy, protect family budgets, free households to make independent choices about their energy usage, spur innovation and build aggregate demand for low-carbon products at the consumer level.*

3. Use a border adjustment to protect American business.

Tariffs are charged on goods (including fossil fuels) imported into the U.S. from countries that don't have comparable carbon pricing.

US companies that export manufactured goods to countries without carbon pricing receive refunds of carbon fees. The refund would come from the tax imposed on imports. *This levels the playing field for US businesses, and encourages other countries to implement a carbon fee.*

It's good for the economy AND even better for people.

A study from REMI, Inc. shows that carbon fee-and-dividend will reduce CO2 emissions 52% below 1990 levels in 20 years and that recycling the revenue creates an economic stimulus that adds 2.8 million jobs to the economy.

A structured rising price on greenhouse gas emissions will focus business planning on optimizing investment priorities to thrive in a carbon-constrained world.

Additionally, Carbon Fee and Dividend is projected to prevent over 230,000 premature deaths over 20 years from improved air quality.

Carbon Fee and Dividend does not increase the size of government, require new bureaucracies or increase government revenues. The dividend increases real disposable income, protects personal spending decisions, and grows the economy.

Finally, Carbon Fee and Dividend is elegant in its simplicity, transparent in its accessibility to public scrutiny and clear in its signals and benefits.

<http://citizensclimatelobby.org/basics-carbon-fee-dividend/>

The CCL Palouse group meets every third Thursday of the month, alternating between Moscow and Pullman. For more information: www.cclpalouse.org

Local contacts: Mary DuPree (maryhdupree@gmail.com), Judy Meuth (judymeuth@gmail.com), Mac Cantrell (macantr18@gmail.com)

SALT LAKE CITY CORPORATION

Resolution 41 of 2015

JOINT RESOLUTION URGING CONGRESS TO LEVY
REVENUE-NEUTRAL FEE ON CARBON IN FOSSIL FUELS

- WHEREAS,** climate scientists worldwide are in near-unanimous agreement that the planet is warming rapidly and this must be slowed to prevent the development of a climate that is perilous to human civilization, numerous species, and the global ecosystem we all share; and
- WHEREAS,** Salt Lake City is already feeling the local effects of climate change through increased temperatures, changes in water systems, extreme weather events and other disruptions that threaten our economy, residents and overall quality of life; and
- WHEREAS,** the primary cause of that warming globally is human activity, especially the combustion of fossil fuels that create greenhouse gases and alter the chemical composition of the Earth's atmosphere and oceans.; and
- WHEREAS,** Salt Lake City Corporation has demonstrated its commitment to reduce greenhouse gas emissions through the transformation of City facilities to "net zero" energy use, increased use of clean or alternative fuel vehicles in the City fleet, reduction of barriers to installing renewable energy such as solar panels and ongoing regulatory, programmatic and policy support for clean energy and clean vehicle deployment on a community-scale and regionally throughout Utah; and
- WHEREAS,** the urgent need to transition from fossil fuels can be accelerated through a market-based program, namely a revenue-neutral carbon fee on producers and corresponding rebate to consumers, and
- WHEREAS,** a market-driven mechanism such as a carbon fee and dividend would encourage and empower residents to reduce and replace their consumption of carbon-based energy with renewable and other innovative energy sources, whether through conservation, being more efficient or by choosing less carbon-intensive energy sources; and
- WHEREAS,** the transition to low-carbon, renewable energy resources will provide a range of additional co-benefits including enhanced public health, increased national and energy security, local green jobs, reduced reliance on finite resources and myriad other positive outcomes.

NOW, THEREFORE, BE IT RESOLVED

that that the Salt Lake City Council and Mayor of Salt Lake City strongly urge the United States Congress to pass legislation that levies an annually increasing revenue-neutral fee on the carbon in fossil fuels at the point of production and importation, sufficient to:

1. Encourage individuals and corporations to produce and use less fossil fuels;
2. Make the transition from fossil fuels less onerous to consumers and to the economy by returning to American households on an equitable basis all of the revenues gained from the fee;
3. Reduce United States' CO₂-equivalent emissions to 10% of 1990 levels by 2050;
4. Encourage similar actions by other nations trading with the United States, by suitable carbon content-based fees for imports and rebates for exports to nations that have not taken such actions.



Ralph Becker
Salt Lake City Mayor



Luke Garrott, Chair
Salt Lake City Council Member, District Four

SALT LAKE CITY CORPORATION

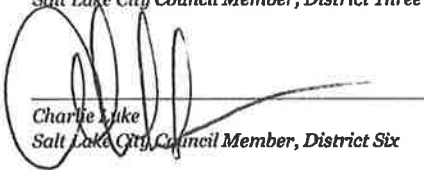
Resolution


James Rogers, Vice Chair
Salt Lake City Council Member, District One


Kyle LaMalfa
Salt Lake City Council Member, District Two


Stan Penfold
Salt Lake City Council Member, District Three


Erin Mendenhall
Salt Lake City Council Member, District Five


Charlie Luke
Salt Lake City Council Member, District Six


Lisa Adams
Salt Lake City Council Member, District Seven

Passed by the City Council of Salt Lake City, Utah, this 10th
day of November, 2015.



MOSCOW CITY COUNCIL AGENDA**Meeting Date:** 12/17/2018**Title:** Approval of Real Estate Purchase (ACTION ITEM)**Responsible Staff:** Gary J. Riedner

Information

DESCRIPTION: Pursuant to City Council direction and the City's Strategic Plan, Staff has been investigating potential sites for the location of a new police station facility. A potential site has been identified as meeting the criteria for the police station. Staff has been negotiating with the property owner on terms for purchase. The purchase and sale agreement will be presented for Council consideration and approval at the meeting, as it is anticipated that negotiations will be completed at that time.

STAFF RECOMMENDATION: Review purchase and sale agreement and approve the agreement.

PROPOSED ACTIONS: Review purchase and sale agreement and approve the agreement or take such other action deemed appropriate.

Necessary Resources/Impacts

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

Attachments
