



**Lewiston City Council
REGULAR MEETING AGENDA**

March 25, 2024 - 6:00 PM

**Lewiston City Library – Second Floor Event Space – 411 D Street
Lewiston, Idaho 83501**

Seating will be available on a first-come, first-served basis. All others who wish to observe this meeting may watch and listen to the livestream on their own device(s) by visiting the City of Lewiston's website at cityoflewiston.org.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. CITIZENS COMMENTS

This is an opportunity for citizens to address the Council on agenda items or other items they wish to bring to the attention of the Council. Citizens are encouraged to discuss operational issues in advance with the Mayor. In consideration of others wishing to speak, please limit your remarks to three minutes.

IV. PRESENTATIONS

- A. PROCLAMATION: VIETNAM VETERANS RECOGNITION DAY:** Proclaiming March 29, 2024 as Vietnam Veterans Recognition Day and presenting the proclamation to Mary Krempasky, Service for Veterans Chair, Alice Whitman Chapter, NSDAR (Mayor Johnson)
- B. PROCLAMATION: WORLD WISH MONTH:** Proclaiming the month of April as World Wish Month and presenting the proclamation to Michelle John, North Idaho Regional Manager for Make-A-Wish® Idaho (Mayor Johnson)
- C. FINANCIAL REPORT:** Financial report for February, in accordance with Idaho Code 50-208 (City Treasurer Gordon)

V. CONSENT AGENDA

All items on the Consent Agenda are considered routine by the Council and will be enacted by one motion. There will be no separate discussion on these issues unless a councilor so requests, in which case the item will be removed from the Consent Agenda and considered on the Active Agenda under "Items Moved from the Consent Agenda".

- A. CITY COUNCIL MINUTES:** Considering approval of the following City Council meeting minutes: 3/4/2024 Work Session; 3/11/2024 Executive Session; 3/11/2024 Regular; and 3/18/2024 Special - Action Item
- B. ADVISORY BOARD AND COMMISSION MINUTES:** Considering approval of the 2/1/2024 Historic Preservation Commission; 2/13/2024 Urban Renewal Agency; and 2/28/2024 Planning and Zoning Commission minutes - Action Item

- C. **VOUCHER'S PAYABLE:** Considering approval of the Voucher's Payable dated 2/23/2024 - 3/7/2024 in the amount of \$1,379,307.02 - Action Item

VI. ACTIVE AGENDA

- A. **BID AWARD: IFB-24-001 WASTEWATER IMPROVEMENT PROJECT (WW060):**
Considering approving the bid award for the Wastewater Improvement Project to Titan Technologies, Inc., for a total of \$3,368,576.50 and authorizing the Mayor to execute the contract - Action Item (Public Works Director Johnson)
- B. **RESOLUTION 2024-8:** Considering encouraging equal opportunity in housing - Action Item (Grant Manager Rose)
- C. **BID AWARD: IFB-24-004 LEWISTON POLICE DEPARTMENT GENERATOR :**
Considering approving the bid award for the Lewiston Police Department Generator to Collier Electric, LLC in the amount of \$210,952 and authorizing the Mayor to execute the contract - Action Item (Parks & Recreation Facilities Maintenance Supervisor Warren)
- D. **RESOLUTION 2024-9:** Considering approving the Federal Transit Administration Fiscal Year 2024 Certifications and Assurances - Action Item (Transit Manager Seigneur)
- E. **TRANSIT ITD 5339 GRANT AGREEMENT #C2479LT:** Considering approving the Transit ITD 5339 Grant Agreement #C2479LT for Intelligent Transit Software - Action Item (Transit Manager Seigneur)
- F. **ORDINANCES**
1. **FIRST READING**
- a. **ORDINANCE 4910:** Considering amending Section 36-152 of the Lewiston City Code to amend existing definitions; amending Section 36-153(b)(16) relating to specific prohibition of wastewater temperature; amending Section 36-159 relating to wastewater discharge permit requirements; amending Section 36-160 relating to reporting requirements for dischargers; amending Section 36-166 relating to notification of violation and administrative adjustment; amending Section 36-167 relating to show cause hearings; amending Section 36-171 relating to upsets; amending Section 36-174 relating to nonexclusive remedies; enacting Section 36-176 relating to affirmative defenses to violations; and providing an effective date - Action Item (Public Works Director Johnson)
2. **SECOND/THIRD READINGS**
- a. **ORDINANCE 4907:** Considering amending Section 37-193 of the Lewiston City Code related to penalties under Chapter 37 - Action Item (Assistant Planner Hollingshead)
- b. **ORDINANCE 4906:** Considering amending various sections in Lewiston City Code Chapter 30 related to signage regulations and amending Section 37-140.1(a) to refer to the provisions in Chapter 30 - Action Item (Assistant Planner Hollingshead)
3. **ADOPTION AND APPROVAL OF ORDINANCE SUMMARIES**

a. **ORDINANCE 4907:** - Action Item

b. **ORDINANCE 4906:** - Action Item

VII. ITEMS MOVED FROM THE CONSENT AGENDA - Action Item

VIII. UNFINISHED AND NEW BUSINESS

A. **CITY COUNCILOR COMMENTS:** Comments shall not be related to an item currently before the City Council or an item that may come before the City Council in the foreseeable future, and shall be limited to comments, not discussion.

B. **CITY BOARDS AND COMMISSIONS LIAISON UPDATES**

C. **MAYOR COMMENTS**

D. **ADVISORY BOARD AND COMMISSION APPOINTMENTS:** - Action Item

1. **DEVELOPMENT IMPACT FEE ADVISORY COMMITTEE:** Considering the appointment of Steve Carlton to a three (3) year term - Action Item

2. **LIBRARY BOARD OF TRUSTEES:** Considering the reappointment of Diana Ames to a five (5) year term - Action Item

3. **HISTORIC PRESERVATION COMMISSION:** Considering the reappointment of Ed King to a three (3) year term - Action Item

E. **AGENDA TOPICS:** - Action Item

IX. ADJOURNMENT - Action Item

The City of Lewiston is committed to providing access and reasonable accommodation in its services, programs, and activities and encourages qualified persons with disabilities to participate. If you anticipate needing any type of accommodation or have questions about the physical access provided at this meeting, please contact the City Clerk's Office at least forty-eight (48) hours in advance of the meeting at 208-746-3671, ext. 6202.

Proclamation

City of Lewiston, Idaho

WHEREAS, as we observe the anniversary of the end of the Vietnam War, we reflect with solemn reverence upon the valor of a generation that served with honor; and

WHEREAS, we pay tribute to the more than three million servicemen and women who left their families to serve bravely, a world away from everything they knew and everyone they loved; and

WHEREAS, we draw inspiration from the heroes who suffered unspeakably as prisoners of war, yet who returned home with their heads held high. We pledge to keep the faith with those who were wounded and still carry the scars of war, seen and unseen; and

WHEREAS, it is important to honor the men and women who survived the Vietnam War, as well as the 58,220 men and women who gave their lives; and

WHEREAS, while no words will ever be fully worthy for their service, nor any honor truly befitting their sacrifice, let us remember that it is never too late to pay tribute to the men and women who answered the call of duty with courage and valor; and

WHEREAS, as residents of Lewiston, Idaho, we must never forget the sacrifice of the men and women who fought in the name of freedom and democracy for all.

NOW THEREFORE, I, Dan Johnson, Mayor of the City of Lewiston, proclaim March 29, 2024, to be "**VIETNAM VETERANS RECOGNITION DAY**" and call upon our citizens to observe this day with appropriate ceremonies in honor of our men and women who have served this country so valiantly to preserve the principles of justice, freedom and democracy; to fly the flag; and to visit all our Veterans, especially those who are hospitalized, and let them know we appreciate their great sacrifices.



IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL OF THE CITY OF LEWISTON, IDAHO, TO BE AFFIXED HERETO THIS 25th DAY OF MARCH 2024.

DANIEL G. JOHNSON, MAYOR
LEWISTON, IDAHO

Proclamation

City of Lewiston, Idaho

WHEREAS, on April 29, 1980, Department of Public Safety officers and members of the community in Phoenix, Arizona, came together to grant the wish of Chris Greicius, a 7-year-old boy battling leukemia who wished to be a police officer; and

WHEREAS, Chris' wish inspired six of the people involved to form a foundation that would grant life-changing wishes for other children with critical illnesses. The organization known as Make-A-Wish has since granted more than 520,000 wishes worldwide, operating in every community in the U.S. and in nearly 50 countries worldwide; and

WHEREAS, Make-A-Wish Idaho was founded in 1986 and has granted more than 2,000 wishes that deliver hope and joy back into the lives of children with critical illnesses in Idaho; and

WHEREAS, research has shown that wishes can improve a child's quality of life and produce better health outcomes. When a wish is granted, a child replaces fear with confidence, anxiety with hope, and sadness with joy;

NOW THEREFORE, I, Dan Johnson, Mayor of the City of Lewiston, proclaim the month of April 2024, as "**WORLD WISH MONTH**" in recognition of the anniversary of Chris Greicius' wish that inspired the founding of Make-A-Wish, and subsequently, Make-A-Wish Idaho and the global wish-granting movement.



IN WITNESS WHEREOF, I HAVE
HEREUNTO SET MY HAND AND SEAL
OF THE CITY OF LEWISTON, IDAHO, TO
BE AFFIXED HERETO THIS 25th DAY OF
MARCH, 2024.

DANIEL G. JOHNSON, MAYOR
LEWISTON, IDAHO

CITY OF LEWISTON
MONTHLY FINANCIAL REPORT
For the Five Months Ended February 29, 2024

[See comment/footnote on last page](#)

GENERAL FUND

UNDEFINED

	<u>MTD</u> <u>REVENUES</u>	<u>YTD</u> <u>REVENUES</u>	<u>BUDGET</u>	<u>% USED</u>	<u>MTD</u> <u>EXPENSES</u>	<u>YTD</u> <u>EXPENSES</u>	<u>BUDGET</u>	<u>% USED</u>
Grants	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	
Intergovernmental	55,036	1,147,010	5,218,100	21.98%	-	-	-	
Licenses & Permits	400	2,377	6,700	35.48%	-	-	-	
Other	15,145	18,219	2,038,400	0.89%	-	-	-	
Property Tax	215,433	8,683,079	16,600,130	52.31%	-	-	-	
Service Charges	125,875	629,375	1,510,600	41.66%	-	-	-	
Interest	88,313	375,505	552,210	68.00%	-	-	-	
Total	\$ 500,202	\$ 10,855,565	\$ 25,926,140	41.87%	\$ -	\$ -	\$ -	

LEGISLATIVE

Personnel Services	\$ -	\$ -	\$ -		\$ 14,281	\$ 67,006	\$ 170,440	39.31%
Supplies & Materials	-	-	-		-	231	2,650	8.72%
Services & Charges	-	-	-		162,646	428,374	874,880	48.96%
Capital	-	-	-		-	515	3,300	15.61%
Total	\$ -	\$ -	\$ -		\$ 176,927	\$ 496,126	\$ 1,051,270	47.19%

EXECUTIVE

Personnel Services	\$ -	\$ -	\$ -		\$ 16,702	\$ 79,338	\$ 378,300	20.97%
Supplies & Materials	-	-	-		103	560	2,550	21.98%
Services & Charges	-	-	-		8,747	27,122	75,540	35.90%
Capital	-	-	-		-	15	3,400	0.44%
Total	\$ -	\$ -	\$ -		\$ 25,551	\$ 107,036	\$ 459,790	23.28%

HUMAN RESOURCES

Personnel Services	\$ -	\$ -	\$ -		\$ 22,038	\$ 120,330	\$ 390,900	30.78%
Supplies & Materials	-	-	-		315	655	8,300	7.89%
Services & Charges	-	-	-		8,386	47,012	169,910	27.67%
Capital	-	-	-		700	700	1,600	43.75%
Total	\$ -	\$ -	\$ -		\$ 31,439	\$ 168,697	\$ 570,710	29.56%

	<u>MTD</u>	<u>YTD</u>			<u>MTD</u>	<u>YTD</u>		
	<u>REVENUES</u>	<u>REVENUES</u>	<u>BUDGET</u>	<u>% USED</u>	<u>EXPENSES</u>	<u>EXPENSES</u>	<u>BUDGET</u>	<u>% USED</u>
LEGAL								
Personnel Services	\$ -	\$ -	\$ -		\$ 38,594	\$ 181,183	\$ 492,860	36.76%
Supplies & Materials	-	-	-		18	379	3,600	10.53%
Services & Charges	-	-	-		24,249	121,776	266,870	45.63%
Capital	-	-	-		-	-	1,100	0.00%
Total	\$ -	\$ -	\$ -		\$ 62,861	\$ 303,338	\$ 764,430	39.68%
PARKS & FACILITIES								
Other	\$ 2,650	\$ 3,280	\$ 1,500	218.66%	\$ -	\$ -	\$ -	
Service Charges	-	-	43,200	0.00%	-	-	-	
Personnel Services	-	-	-		159,807	663,771	1,972,300	33.65%
Supplies & Materials	-	-	-		12,368	77,855	254,170	30.63%
Services & Charges	-	-	-		104,953	493,781	1,215,640	40.62%
Capital	-	-	-		8,368	17,436	49,600	35.15%
Total	\$ 2,650	\$ 3,280	\$ 44,700	7.34%	\$ 285,496	\$ 1,252,843	\$ 3,491,710	35.88%
POLICE								
Grants	\$ 18,032	\$ 29,687	\$ 53,500	55.49%	\$ -	\$ -	\$ -	
Other	19,535	61,881	45,500	136.00%	-	-	-	
Service Charges	275	109,429	228,660	47.86%	-	-	-	
Personnel Services	-	-	-		602,603	2,778,548	7,711,070	36.03%
Supplies & Materials	-	-	-		10,334	68,205	218,840	31.17%
Services & Charges	-	-	-		70,115	420,168	1,267,500	33.15%
Capital	-	-	-		(570)	38,402	546,170	7.03%
Total	\$ 37,842	\$ 200,997	\$ 327,660	61.34%	\$ 682,482	\$ 3,305,323	\$ 9,743,580	33.92%
FIRE								
Grants	\$ -	\$ -	\$ 57,000	0.00%	\$ -	\$ -	\$ -	
Intergovernmental	-	89,425	250,000	35.77%	-	-	-	
Licenses & Permits	1,425	6,127	20,200	30.33%	-	-	-	
Other	-	658	6,460	10.19%	-	-	-	
Service Charges	-	695,934	3,466,000	20.08%	-	-	-	
Personnel Services	-	-	-		685,011	3,370,750	8,210,540	41.05%
Supplies & Materials	-	-	-		20,269	137,237	334,270	41.06%
Services & Charges	-	-	-		107,245	471,425	1,241,300	37.98%
Capital	-	-	-		1,593	1,768	91,590	1.93%
Total	\$ 1,425	\$ 792,144	\$ 3,799,660	20.85%	\$ 814,118	\$ 3,981,180	\$ 9,877,700	40.30%

	<u>MTD</u> <u>REVENUES</u>	<u>YTD</u> <u>REVENUES</u>	<u>BUDGET</u>	<u>% USED</u>	<u>MTD</u> <u>EXPENSES</u>	<u>YTD</u> <u>EXPENSES</u>	<u>BUDGET</u>	<u>% USED</u>
COMMUNITY DEVELOPMENT								
Grants	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	
Licenses & Permits	188,820	740,928	1,149,000	64.48%	-	-	-	
Other	-	26	-	0.00%				
Service Charges	2,100	10,500	26,400	39.77%	-	-	-	
Personnel Services	-	-	-		108,649	520,195	1,433,440	36.29%
Supplies & Materials	-	-	-		1,105	7,381	36,580	20.18%
Services & Charges	-	-	-		14,427	140,329	410,100	34.22%
Capital	-	-	-		-	2,909	17,700	16.44%
Total	\$ 190,920	\$ 751,454	\$ 1,175,400	63.93%	\$ 124,181	\$ 670,814	\$ 1,897,820	35.35%
RECREATION								
Intergovernmental	\$ -	\$ -	\$ 4,000	0.00%	\$ -	\$ -	\$ -	
Other	210	5,285	26,100	20.25%	-	-	-	
Service Charges	17,514	124,780	423,000	29.50%	-	-	-	
Interest	-	-	-	-	-	-	-	
Personnel Services	-	-	-		33,254	151,532	400,490	37.84%
Supplies & Materials	-	-	-		22,087	45,528	158,750	28.68%
Services & Charges	-	-	-		9,755	51,303	167,160	30.69%
Capital	-	-	-		-	-	8,000	0.00%
Total	\$ 17,724	\$ 130,065	\$ 453,100	28.71%	\$ 65,096	\$ 248,363	\$ 734,400	33.82%
FINANCE								
Service Charges	\$ 21,065	\$ 87,494	\$ 200,000	43.75%	\$ -	\$ -	\$ -	
Personnel Services	-	-	-		89,788	427,346	1,183,510	36.11%
Supplies & Materials	-	-	-		10,616	27,431	76,450	35.88%
Services & Charges	-	-	-		16,514	101,194	321,860	31.44%
Capital	-	-	-		-	-	3,500	0.00%
Total	21,065	87,494	200,000	43.75%	116,918	555,970	1,585,320	35.07%
CONTINGENCY								
Services & Charges			\$ -		\$ -	\$ -	\$ 60,000	0.00%
Total	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ 60,000	0.00%
PUBLIC SAFETY								
Capital			\$ -		\$ -	\$ -	\$ 50,000	0.00%
Total	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ 50,000	0.00%
PROPERTY IMPROVEMENTS								
Other	\$ -	\$ -	\$ 6,400,000	0.00%	\$ -	\$ -	\$ -	
Capital					3,739	235,671	6,870,000	3.43%
Total	\$ -	\$ -	\$ 6,400,000	0.00%	\$ 3,739	\$ 235,671	\$ 6,870,000	3.43%

	<u>MTD</u> <u>REVENUES</u>	<u>YTD</u> <u>REVENUES</u>	<u>BUDGET</u>	<u>% USED</u>	<u>MTD</u> <u>EXPENSES</u>	<u>YTD</u> <u>EXPENSES</u>	<u>BUDGET</u>	<u>% USED</u>
GOLF COURSE								
Service Charges	\$ -	\$ -	\$ 174,520		\$ -	\$ -	\$ -	0.00%
Services & Charges	-	-			-	33,996	208,720	16.29%
Capital	-	-	-		3,400	3,400	379,410	0.90%
Total	\$ -	\$ -	\$ 174,520	0.00%	\$ 3,400	\$ 37,396	\$ 588,130	6.36%
OPIOID SETTLEMENT								
Other	\$ -	\$ 7,146	\$ -	0.00%	\$ -	\$ -	\$ -	
Services & Charges	-	-	-		90	105	175,000	0.06%
Total	\$ -	\$ 7,146	\$ -	0.00%	\$ 90	\$ 105	\$ 175,000	0.06%
INSURANCE TRUST								
Other	\$ 14,436	\$ 17,645	\$ 25,000	70.58%	\$ -	\$ -	\$ -	
Interest	41	198	500	39.67%	-	-	-	
Supplies & Materials	-	-	-		-	174	2,500	6.96%
Services & Charges	-	-	-		7,234	401,550	404,320	99.31%
Total	\$ 14,477	\$ 17,844	\$ 25,500	69.97%	\$ 7,234	\$ 401,724	\$ 406,820	98.75%
UNCOLLECTIBLE ACCOUNTS								
Services & Charges	\$ -	\$ -	\$ -		\$ 16,667	\$ 83,335	\$ 200,000	41.67%
Total	\$ -	\$ -	\$ -	0.00%	\$ 16,667	\$ 83,335	\$ 200,000	41.67%
TOTAL GENERAL FUND	\$ 786,305	\$ 12,845,989	\$ 38,526,680	33.34%	\$ 2,416,201	\$ 11,847,921	\$ 38,526,680	30.8%

	MTD <u>REVENUES</u>	YTD <u>REVENUES</u>	<u>BUDGET</u>	<u>% USED</u>	MTD <u>EXPENSES</u>	YTD <u>EXPENSES</u>	<u>BUDGET</u>	<u>% USED</u>
CAPITAL PROJECTS FUND								
PARKS & FACILITIES								
Grants	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	
Other	1,766	3,329	50,000	6.66%	-	-	-	
Property Tax	-	50,000	100,000	50.00%	-	-	-	
Service Charges	-	-	-	0.00%	-	-	-	
Interest	2,466	12,513	10,000	125.13%	-	-	-	
Capital					-	43,858	160,000	27.41%
Total	\$ 4,232	\$ 65,842	\$ 160,000	41.15%	\$ -	\$ 43,858	\$ 160,000	27.41%
TRANSPORTATION								
Grants	\$ -	\$ 35,940	\$ 514,260	6.99%	\$ -	\$ -	\$ -	
Intergovernmental	-	362,157	990,930	36.55%	-	-	-	
Other	-	1,029	(239,660)	-0.43%	-	-	-	
Property Tax	-	1,000,000	2,781,000	35.96%	-	-	-	
Service Charges	-	-	-	0.00%	-	-	-	
Interest	27,290	125,872	100,000	125.87%	-	-	-	
Capital	-	-	-		32,639	127,547	4,146,530	3.08%
Total	\$ 27,290	\$ 1,524,999	\$ 4,146,530	36.78%	\$ 32,639	\$ 127,547	\$ 4,146,530	3.08%
LIBRARY								
Other	\$ 269	\$ 584	\$ 34,500	1.69%	\$ -	\$ -	\$ -	
Property Tax	-	-	-	0.00%	-	-	-	
Interest	147	755	2,000	37.74%	-	-	-	
Capital	-	-	-		-	-	36,500	0.00%
Total	\$ 416	\$ 1,339	\$ 36,500	3.67%	\$ -	\$ -	\$ 36,500	0.00%
TOTAL CAPITAL PROJECTS FUND	\$ 31,938	\$ 1,592,180	\$ 4,343,030	36.66%	\$ 32,639	\$ 171,405	\$ 4,343,030	3.9%
WORKERS COMP TRUST								
INSURANCE TRUST								
Other	\$ 320,000	\$ 503,365	\$ 546,000	92.19%	\$ -	\$ -	\$ -	
Interest	5,699	28,819	55,000	52.40%	-	-	-	
Supplies & Materials	-	-	-		-	-	500	0.00%
Services & Charges	-	-	-		72,206	574,815	600,500	95.72%
TOTAL WORKERS COMP FUND	\$ 325,699	\$ 532,184	\$ 601,000	88.55%	\$ 72,206	\$ 574,815	\$ 601,000	95.6%

	<u>MTD</u>	<u>YTD</u>	<u>BUDGET</u>	<u>% USED</u>	<u>MTD</u>	<u>YTD</u>	<u>BUDGET</u>	<u>% USED</u>
	<u>REVENUES</u>	<u>REVENUES</u>			<u>EXPENSES</u>	<u>EXPENSES</u>		
WATER FUND								
WATER								
Grants	\$ -	\$ -	\$ 7,000,000	0.00%	\$ -	\$ -	\$ -	
Intergovernmental	-	-	65,720	0.00%	-	-	-	
Other	816	37,085	2,506,000	1.48%	-	-	-	
Service Charges	467,517	2,687,740	7,715,460	34.84%	-	-	-	
Interest	32,104	170,684	190,000	89.83%	-	-	-	
Personnel Services	-	-	-		200,267	877,061	2,324,050	37.74%
Supplies & Materials	-	-	-		27,155	134,325	559,710	24.00%
Services & Charges	-	-	-		293,279	1,341,533	3,352,520	40.02%
Capital	-	-	-		233,478	1,792,663	11,240,900	15.95%
TOTAL WATER FUND	\$ 500,436	\$ 2,895,509	\$ 17,477,180	16.57%	\$ 754,179	\$ 4,145,582	\$ 17,477,180	23.7%
WASTEWATER FUND								
WASTEWATER								
Grants	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	
Intergovernmental	346,927	1,330,811	3,707,910	35.89%	-	-	-	
Other	13,534	96,477	6,577,820	1.47%	-	-	-	
Service Charges	583,047	2,905,806	6,806,980	42.69%	-	-	-	
Interest	89,042	464,695	460,000	101.02%	-	-	-	
Personnel Services	-	-	-		173,510	742,942	2,292,250	32.41%
Supplies & Materials	-	-	-		13,344	152,069	456,450	33.32%
Services & Charges	-	-	-		291,451	1,555,396	3,904,860	39.83%
Capital	-	-	-		1,678,490	1,801,035	10,899,150	16.52%
TOTAL WASTEWATER FUND	\$ 1,032,550	\$ 4,797,789	\$ 17,552,710	27.33%	\$ 2,156,795	\$ 4,251,442	\$ 17,552,710	24.2%
STORMWATER FUND								
STORMWATER								
Grants	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	
Other	-	17,414	(181,110)	-9.62%	-	-	-	
Service Charges	189,399	408,366	2,100,000	19.45%	-	-	-	
Personnel Services	-	-	-		26,905	93,427	351,380	26.59%
Supplies & Materials	-	-	-		388	4,257	47,400	8.98%
Services & Charges	-	-	-		19,533	120,289	847,990	14.19%
Capital	-	-	-		30,640	70,683	672,120	10.52%
TOTAL STORMWATER FUND	\$ 189,399	\$ 425,780	\$ 1,918,890	22.19%	\$ 77,466	\$ 288,656	\$ 1,918,890	15.0%

	<u>MTD</u>	<u>YTD</u>	<u>BUDGET</u>	<u>% USED</u>	<u>MTD</u>	<u>YTD</u>	<u>BUDGET</u>	<u>% USED</u>
	<u>REVENUES</u>	<u>REVENUES</u>			<u>EXPENSES</u>	<u>EXPENSES</u>		
SANITATION FUND								
SANITATION								
Grants	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	
Other	28,330	39,163	14,260	274.63%	-	-	-	
Service Charges	597,896	2,967,660	7,172,010	41.38%	-	-	-	
Interest	20,764	113,726	105,000	108.31%	-	-	-	
Personnel Services	-	-	-		44,841	186,843	494,890	37.75%
Supplies & Materials	-	-	-		566	3,125	31,100	10.05%
Services & Charges	-	-	-		472,269	2,390,350	6,445,780	37.08%
Capital	-	-	-		8,820	214,204	319,500	67.04%
TOTAL SANITATION FUND	\$ 646,990	\$ 3,120,549	\$ 7,291,270	42.80%	\$ 526,496	\$ 2,794,522	\$ 7,291,270	38.3%
CEMETERY FUND								
CEMETERY								
Other	\$ 222	\$ 774	\$ 74,520	1.04%	\$ -	\$ -	\$ -	
Property Tax	-	50,000	150,000	33.33%	-	-	-	
Service Charges	2,849	11,121	53,650	20.73%	-	-	-	
Interest	1,485	7,305	7,500	97.40%	-	-	-	
Interfund Transfer	-	-	50,000	0.00%	-	-	-	
Personnel Services	-	-	-		8,431	35,243	146,950	23.98%
Supplies & Materials	-	-	-		158	3,804	12,500	30.43%
Services & Charges	-	-	-		13,373	25,329	120,720	20.98%
Capital	-	-	-		-	-	55,500	0.00%
TOTAL CEMETERY FUND	\$ 4,556	\$ 69,200	\$ 335,670	20.62%	\$ 21,962	\$ 64,376	\$ 335,670	19.2%
ECONOMIC DEVELOPMENT FUND								
ECONOMIC DEVELOPMENT								
Grants	\$ -	\$ 29,263	\$ 490,000	5.97%	\$ -	\$ -	\$ -	
Licenses & Permits	-	321	-	0.00%	-	-	-	
Other	8,996	22,532	3,300,690	0.68%	-	-	-	
Interest	20,032	109,036	97,500	111.83%	-	-	-	
Capital	-	-	-		37,550	125,563	3,888,190	3.23%
TOTAL ECONOMIC DEVELOPMENT	\$ 29,028	\$ 161,151	\$ 3,888,190	4.14%	\$ 37,550	\$ 125,563	\$ 3,888,190	3.2%

	MTD	YTD			MTD	YTD		
	<u>REVENUES</u>	<u>REVENUES</u>	<u>BUDGET</u>	<u>% USED</u>	<u>EXPENSES</u>	<u>EXPENSES</u>	<u>BUDGET</u>	<u>% USED</u>
TRANSPORTATION & ENGINEERING FUND								
TRANSPORTATION								
Grants	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	
Intergovernmental	4	322,509	1,312,840	24.57%	-	-	-	
Licenses & Permits	94	6,712	15,000	44.75%	-	-	-	
Other	80,337	89,124	(199,790)	-44.61%	-	-	-	
Property Taxes	-	2,123,000	2,123,000	100.00%	-	-	-	
Service Charges	33,265	330,181	1,189,230	27.76%	-	-	-	
Interest	9,927	22,473	35,000	64.21%	-	-	-	
Personnel Services	-	-	-		243,342	887,957	2,417,450	36.73%
Supplies & Materials	-	-	-		8,241	168,975	484,270	34.89%
Services & Charges	-	-	-		131,187	592,298	1,538,860	38.49%
Capital	-	-	-		-	17,987	34,700	51.84%
TOTAL TRANSPORTATION FUND	\$ 123,627	\$ 2,893,998	\$ 4,475,280	64.67%	\$ 382,770	\$ 1,667,218	\$ 4,475,280	37.3%
LIBRARY FUND								
LIBRARY								
Grants	\$ 1,000	\$ 12,000	\$ 7,500	160.00%	\$ -	\$ -	\$ -	
Intergovernmental	-	-	200	0.00%				
Other	1,789	5,657	103,570	5.46%				
Property Taxes	-	1,000,000	1,473,500	67.87%				
Service Charges	126	1,518	4,500	33.73%				
Interest	3,642	7,760	20,000	38.80%	-	-	-	
Personnel Services					87,276	410,243	1,156,800	35.46%
Supplies & Materials					6,090	51,548	140,050	36.81%
Services & Charges					16,110	95,479	250,920	38.05%
Capital	-	-	-		1,366	6,889	61,500	11.20%
TOTAL LIBRARY FUND	\$ 6,558	\$ 1,026,935	\$ 1,609,270	63.81%	\$ 110,842	\$ 564,159	\$ 1,609,270	35.1%

	<u>MTD</u> <u>REVENUES</u>	<u>YTD</u> <u>REVENUES</u>	<u>BUDGET</u>	<u>% USED</u>	<u>MTD</u> <u>EXPENSES</u>	<u>YTD</u> <u>EXPENSES</u>	<u>BUDGET</u>	<u>% USED</u>
FLEET MAINTENANCE								
FLEET								
Grants	\$ -	\$ -	\$ 220,000	0.00%	\$ -	\$ -	\$ -	
Intergovernmental	-	-	15,700	0.00%				
Other	(31,875)	(29,027)	1,593,320	-2%				
Service Charges	186,533	907,450	2,022,920	44.86%				
Interest	10,275	49,063	35,000	140.18%	-	-	-	
Personnel Services					52,221	228,113	596,850	38.22%
Supplies & Materials					25,282	107,249	254,730	42.10%
Services & Charges					63,944	346,146	881,360	39.27%
Capital	-	-	-		3,627	3,627	2,154,000	0.17%
TOTAL FLEET MAINTENANCE	\$ 164,933	\$ 927,486	\$ 3,886,940	23.86%	\$ 145,074	\$ 685,135	\$ 3,886,940	17.6%
INFORMATION SYSTEMS								
INFORMATION SYSTEMS								
Grants	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	
Other	100	1,700	42,670	3.98%	-	-	-	
Service Charges	110,464	552,620	1,324,630	41.72%				
Interest	1,751	8,466	9,550	88.65%	-	-	-	
Personnel Services					49,736	237,607	641,050	37.07%
Supplies & Materials					1,146	1,753	2,300	76.23%
Services & Charges					21,161	285,349	516,500	55.25%
Capital	-	-	-		9,738	85,653	217,000	39.47%
TOTAL INFORMATION SYSTEMS	\$ 112,315	\$ 562,786	\$ 1,376,850	40.87%	\$ 81,781	\$ 610,363	\$ 1,376,850	44.3%
SPECIAL ASSESSMENTS								
BUSINESS IMPROVEMENT DISTRICT								
Assessments	\$ -	\$ -	\$ 200,000	0.00%	\$ -	\$ -	\$ -	
Supplies & Materials					-	-	2,180	0.00%
Services & Charges					-	27,167	197,820	13.73%
TOTAL SPECIAL ASSESSMENTS	\$ -	\$ -	\$ 200,000	0.00%	\$ -	\$ 27,167	\$ 200,000	13.6%

	<u>MTD</u>	<u>YTD</u>	<u>BUDGET</u>	<u>% USED</u>	<u>MTD</u>	<u>YTD</u>	<u>BUDGET</u>	<u>% USED</u>
	<u>REVENUES</u>	<u>REVENUES</u>			<u>EXPENSES</u>	<u>EXPENSES</u>		
POLICE RETIREMENT								
POLICE RETIREMENT								
Other	\$ 339,660	\$ 1,286,623	\$ 1,052,000	122.30%	\$ -	\$ -	\$ -	
Property Tax	-	-	-	0.00%				
Interest	15,800	165,520	236,000	70.14%				
Services & Charges					98,483	490,298	1,288,000	38.07%
TOTAL POLICE RETIREMENT	\$ 355,460	\$ 1,452,143	\$ 1,288,000	112.74%	\$ 98,483	\$ 490,298	\$ 1,288,000	38.1%

TRANSIT FUND

TRANSIT

Grants	\$ -	\$ (2,200)	\$ 1,722,480	-0.13%	\$ -	\$ -	\$ -	
Intergovernmental	6,596	25,648	96,100	26.69%	-	-	-	
Other	-	10	144,100	0.01%	-	-	-	
Property Tax	-	241,680	460,180	52.52%	-	-	-	
Service Charges	3,727	17,146	43,200	39.69%	-	-	-	
Interest	2,786	13,136	14,000	93.83%				
Personnel Services					82,248	343,232	945,390	36.31%
Supplies & Materials	-	-	-		4,456	26,546	90,200	29.43%
Services & Charges					52,296	100,258	202,130	49.60%
Capital	-	-	-		6,474	42,306	1,242,340	3.41%
TOTAL TRANSIT FUND	\$ 13,109	\$ 295,420	\$ 2,480,060	11.91%	\$ 145,474	\$ 512,342	\$ 2,480,060	20.7%

CEMETERY PERPETUAL CARE

CEMETERY PERPETUAL CARE

Other	\$ -	\$ 69,248	\$ 34,000	203.67%	\$ -	\$ -	\$ -	
Service Charges	121	454	3,000	15.13%				
Interest	-	6,397	17,000	37.63%				
Services & Charges	-				-	704	4,000	17.61%
Interfund Transfers	-	-	-		-	-	50,000	0.00%
TOTAL PERPETUAL CARE	\$ 121	\$ 76,099	\$ 54,000	140.92%	\$ -	\$ 704	\$ 54,000	1.3%

GRAND TOTAL OF ALL FUNDS	\$ 4,323,022	\$ 33,675,198	\$ 107,305,020	31.38%	\$ 7,059,918	\$ 28,821,668	\$ 107,305,020	26.86%
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[Citizens are invited to inspect the detailed supporting records of the above financial statements](#)

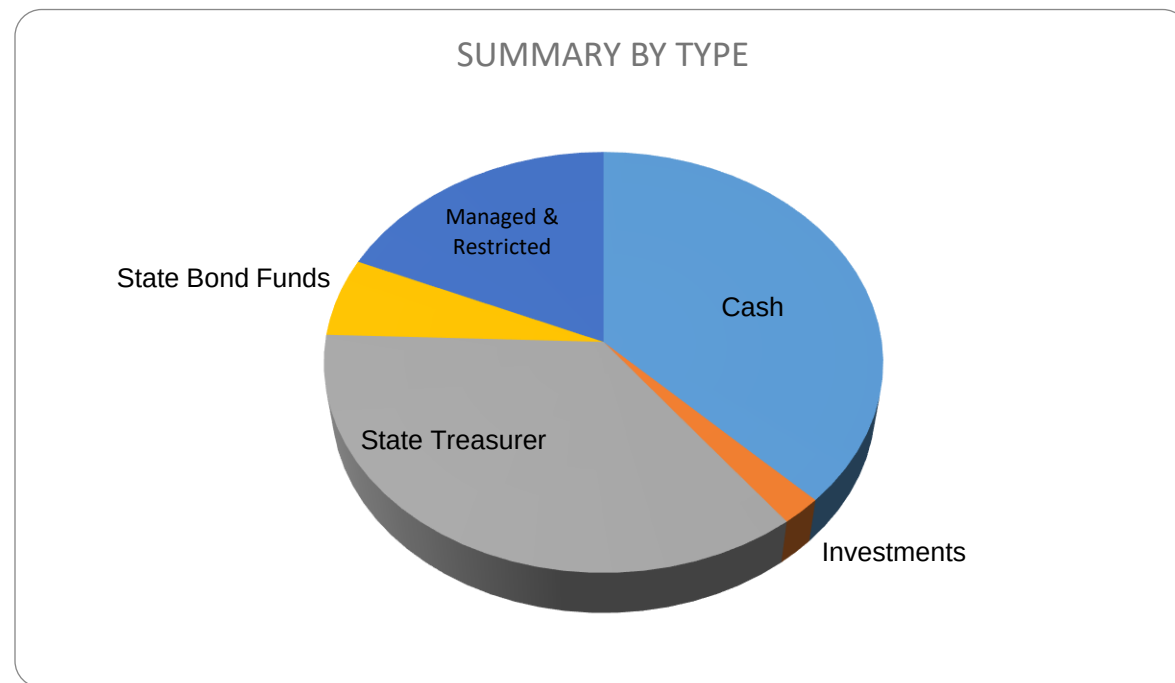
FUND	BANK	CASH IN BANK	MM & CD INVESTMENTS	STATE TREASURER'S POOL	DIVERSIFIED BOND FUNDS	OTHER	TOTAL
GENERAL	WELLS FARGO	\$ 7,535,068	\$ -	\$ -	\$ -	\$ -	\$ 7,535,068
	LCCU	-	-	-	-	5	5
	P1FCU	-	256,107	-	-	41	256,148
	ICCU	-	-	-	-	25	25
	FNWCU	-	258,522	-	-	5	258,527
	STATE TREASURER	-	-	8,982,097	3,418,262	-	12,400,359
	UMPQUA	-	-	-	-	633,236	633,236
	ZIONS	-	258,674	-	-	149,749	408,423
	STCU	-	261,255	-	-	-	261,255
GENERAL FUND TOTAL		\$ 7,535,068	\$ 1,034,558	\$ 8,982,097	\$ 3,418,262	\$ 783,061	\$ 21,753,046
CAPITAL	WELLS FARGO	4,708,051	-	-	-	-	4,708,051
	STATE TREASURER	-	-	3,023,312	-	-	3,023,312
CAPITAL FUND TOTAL		\$ 4,708,051	\$ -	\$ 3,023,312	\$ -	\$ -	\$ 7,731,363
WORKER'S COMP	WELLS FARGO	410,250	-	-	-	-	410,250
	GLACIER	-	-	-	-	25,000	25,000
	STATE TREASURER	-	-	349	1,632,528	-	1,632,877
WORKER'S COMP FUND TOTAL		\$ 410,250	\$ -	\$ 349	\$ 1,632,528	\$ 25,000	\$ 2,068,128
WATER	WELLS FARGO	3,938,158	-	-	-	530,857	4,469,014
	BANNER BANK	-	-	-	-	175,169	175,169
	STATE TREASURER	-	-	3,418,957	622	-	3,419,579
WATER FUND TOTAL		\$ 3,938,158	\$ -	\$ 3,418,957	\$ 622	\$ 706,025	\$ 8,063,762
WASTEWATER	WELLS FARGO	10,260,502	-	-	-	178,442	10,438,944
	BANNER BANK	-	-	-	-	1,275,724	1,275,724
	P1FCU	-	-	-	-	-	-
	ICCU	-	260,721	-	-	-	260,721
	STATE TREASURER	-	-	11,385,555	699,743	-	12,085,298
WASTEWATER FUND TOTAL		\$ 10,260,502	\$ 260,721	\$ 11,385,555	\$ 699,743	\$ 1,454,166	\$ 24,060,687
SANITATION	WELLS FARGO	2,571,156	-	-	-	-	2,571,156
	LCCU	-	252,771	-	-	-	252,771
	P1FCU	-	256,862	-	-	-	256,862
	STATE TREASURER	-	-	2,550,659	-	-	2,550,659
SANITATION FUND TOTAL		\$ 2,571,156	\$ 509,632	\$ 2,550,659	\$ -	\$ -	\$ 5,631,447
STORMWATER	WELLS FARGO	(26,579)	-	-	-	-	(26,579)
STORMWATER FUND TOTAL		\$ (26,579)	\$ -	\$ -	\$ -	\$ -	\$ (26,579)

CITY OF LEWISTON TREASURY REPORT - 2/29/2024

FUND	BANK	CASH IN BANK	MM & CD INVESTMENTS	STATE TREASURER'S POOL	DIVERSIFIED BOND FUNDS	OTHER	TOTAL
CEMETERY	WELLS FARGO	375,372	-	-	-	-	375,372
CEMETERY FUND TOTAL		\$ 375,372	\$ -	\$ -	\$ -	\$ -	\$ 375,372
ECONOMIC DEVELOPMENT	WELLS FARGO	204,651	-	-	-	-	204,651
	STATE TREASURER			4,150,191			4,150,191
ECONOMIC DEVELOPMENT FUND TOTAL		\$ 204,651	\$ -	\$ 4,150,191	\$ -	\$ -	\$ 4,354,842
TRANSPORTATION	WELLS FARGO	1,955,449	-	-	-	-	1,955,449
	ZIONS	-	259,715	-	-	-	259,715
	STATE TREASURER	-	-	206,890	-	-	206,890
TRANSPORTATION FUND TOTAL		\$ 1,955,449	\$ 259,715	\$ 206,890	\$ -	\$ -	\$ 2,422,054
LIBRARY	WELLS FARGO	879,298	-	-	-	-	879,298
	STATE TREASURER			10,042			10,042
LIBRARY FUND TOTAL		\$ 879,298	\$ -	\$ 10,042	\$ -	\$ -	\$ 889,340
FLEET	WELLS FARGO	2,232,463	-	-	-	-	2,232,463
	STATE TREASURER	-	-	535,402	-		535,402
FLEET FUND TOTAL		\$ 2,232,463	\$ -	\$ 535,402	\$ -	\$ -	\$ 2,767,865
IT	WELLS FARGO	282,233	-	-	-	-	282,233
	STATE TREASURER			214,093			214,093
IT FUND TOTAL		\$ 282,233	\$ -	\$ 214,093	\$ -	\$ -	\$ 496,326
POLICE RETIREMENT	US BANK	-	-	-	-	13,721,171	13,721,171
POLICE RETIREMENT FUND TOTAL		\$ -	\$ -	\$ -	\$ -	\$ 13,721,171	\$ 13,721,171
PUBLIC TRANSIT	WELLS FARGO	645,716	-	-	-	-	645,716
PUBLIC TRANSIT FUND TOTAL		\$ 645,716	\$ -	\$ -	\$ -	\$ -	\$ 645,716
PERPETUAL CARE	US BANK	-	-	-	-	1,031,929	1,031,929
PERPETUAL CARE FUND TOTAL		\$ -	\$ -	\$ -	\$ -	\$ 1,031,929	\$ 1,031,929
GRAND TOTALS		\$ 35,971,787	\$ 2,064,627	\$ 34,477,547	\$ 5,751,154	\$ 17,721,353	\$ 95,986,468

Other Includes: Fiduciary Funds, Equity Buy-in Funds, Funds Reserved for Debt Repayment, Unemployment Reserves and Funds Held in Trust

FUND	BANK	CASH IN BANK	MM & CD INVESTMENTS	STATE TREASURER'S POOL	DIVERSIFIED BOND FUNDS	OTHER	TOTAL
SUMMARY BY BANK	WELLS FARGO	\$ 35,971,787	\$ -	\$ -	\$ -	\$ 709,299	\$ 36,681,086
	BANNER BANK	-	-	-	-	1,450,893	1,450,893
	FNWCU	-	258,522	-	-	5	258,527
	ICCU	-	260,721	-	-	25	260,747
	LCCU	-	252,771	-	-	5	252,776
	P1FCU	-	512,969	-	-	41	513,010
	STCU	-	261,255	-	-	-	261,255
	MOUNTAIN WEST	-	-	-	-	25,000	25,000
	STATE TREASURER	-	-	34,477,547	5,751,154	-	40,228,701
	UMPQUA	-	-	-	-	633,236	633,236
	ZIONS	-	518,389	-	-	149,749	668,138
	US BANK	-	-	-	-	14,753,100	14,753,100
TOTALS		\$ 35,971,787	\$ 2,064,627	\$ 34,477,547	\$ 5,751,154	\$ 17,721,353	\$ 95,986,468



March 4, 2024

THE CITY COUNCIL OF THE CITY OF LEWISTON, IDAHO, met in a Work Session at the Bell Building Second Floor Conference Room at 215 D Street. Mayor Johnson called the meeting to order at 3:00 PM.

I. CALL TO ORDER

COUNCILORS PRESENT: Mayor Johnson; Council President Kleeburg; Councilor Forsmann; Councilor Klein; Councilor Liedkie (Zoom); Councilor Schroeder; Councilor Spickelmire.

II. PLEDGE OF ALLEGIANCE

Mayor Johnson led the Pledge of Allegiance.

III. CITIZENS COMMENTS

None.

IV. PRESENTATIONS

A. LEWISTON POLICE DEPARTMENT BADGE PINNING CEREMONY:

Promoting Sergeant Chris Reese to Captain

Police Chief Kuzik said a few words regarding Sergeant Reese's promotion to Police Captain. Clerk Brocke administered the oath of office, followed by Captain Reese's badge pinning.

V. DISCUSSION ITEMS

Please note that identifying an item as an “Action Item” does not require the City Council to vote on that item.

A. PAVEMENT MANAGEMENT REPORT - JANUARY 2024: A summary from Public Works Director Johnson of the various conditions of the City of Lewiston's pavement - Action Item

Public Works Director Johnson explained the Lewis-Clark Valley Metropolitan Planning Organization funded a pavement assessment to provide a standardized rating for all the City of Lewiston's maintained streets. The draft Pavement Management Report - January 2024 outlines the methodology on how streets were scored, the criteria for how each street classification was scored, and an appendix listing the ratings for all street segments of the transportation system.

Lewiston City Council
Work Session Minutes
March 4, 2024 – 3:00 p.m. – Page 1 of 2

B. PERSONNEL POLICY: Review and discussion of the City of Lewiston's Personnel Policy - Action Item

Human Resources Director Province reviewed the proposed changes made to the City of Lewiston's Personnel Policy, including changing language from for-cause to at-will. (Councilor Liedkie disconnected at 3:47 p.m. and a brief recess was called until she reconnected at 3:49 p.m.)

Human Resources Director Province and Mayor Johnson will review the changes from the Council's discussion and bring the policy back to a future meeting.

VI. UNFINISHED AND NEW BUSINESS

A. CITY COUNCILOR COMMENTS:

None.

B. CITY BOARDS AND COMMISSIONS LIAISON UPDATES

None.

C. MAYOR COMMENTS

Mayor Johnson congratulated Captain Reese on his promotion and commended Police Chief Kuzik's leadership.

D. AGENDA TOPICS: - Action Item

None.

VII. ADJOURNMENT - Action Item

There being no further business to come before the Lewiston City Council, Councilor Forsmann and Council President Kleeburg moved and seconded, respectively, to adjourn the March 4, 2024 Work Session. The motion carried 6-0 and the meeting adjourned at approximately 4:48 p.m.

Daniel G. Johnson, Mayor

Tanya M. Brocke, City Clerk

Lewiston City Council
Work Session Minutes
March 4, 2024 – 3:00 p.m. – Page 2 of 2

March 11, 2024

THE CITY COUNCIL OF THE CITY OF LEWISTON, IDAHO, met in a Special Meeting Executive Session at the Library Second Floor Community Room at 411 D Street. Mayor Johnson called the meeting to order at 5:15 pm.

I. CALL TO ORDER

COUNCILORS PRESENT: Mayor Johnson; Council President Kleeburg; Councilor Forsmann; Councilor Klein; Councilor Liedkie (phone); Councilor Schroeder; Councilor Spickelmire.

II. EXECUTIVE SESSION

Idaho Code § 74-206(1)(c), to acquire an interest in real property not owned by a public agency; and Idaho Code § 74-206(1)(j), to consider labor contract matters authorized under section 74-206A(1)(a) and (b), Idaho Code - Action Item

Councilors Klein and Forsmann moved and seconded, respectively, to convene in Executive Session pursuant to Idaho Code § 74-206(1)(c), to acquire an interest in real property not owned by a public agency; and pursuant to Idaho Code § 74-206(1)(j), to consider labor contract matters authorized under section 74-206A(1)(a) and (b), Idaho Code. ROLL CALL VOTE: VOTING AYE: Kleeburg; Forsmann; Klein; Liedkie; Schroeder; Spickelmire.

The City Council convened in Executive Session at 5:16 p.m., and adjourned the Executive Session at 6:00 p.m.

III. ADJOURNMENT - Action Item

Councilors Forsmann and Spickelmire moved and seconded, respectively, to adjourn the March 11, 2024 City Council Special Meeting. The motion carried 6-0 and the meeting adjourned at 6:01 p.m.

Daniel G. Johnson, Mayor

Tanya M. Brocke, City Clerk

Lewiston City Council
Executive Session Minutes
March 11, 2024 – 5:15 p.m. – Page 1 of 1

March 11, 2024

THE CITY COUNCIL OF THE CITY OF LEWISTON, IDAHO, met in a Regular Meeting at the Lewiston Library Second Floor Activity Room at 411 D Street. Mayor Johnson called the meeting to order at 6:06 p.m.

I. CALL TO ORDER

COUNCILORS PRESENT: Mayor Johnson; Council President Kleeburg; Councilor Forsmann; Councilor Klein; Councilor Liedkie (Zoom); Councilor Schroeder; Councilor Spickelmire.

II. PLEDGE OF ALLEGIANCE

Clara Blue, Co-Chair of the Strengthening Families Coalition led the Pledge of Allegiance.

III. CITIZENS COMMENTS

Randy McClure, a resident of Lewiston, encouraged the City Council to change the City of Lewiston Personnel Policy from "for cause" to "at will".

IV. PRESENTATIONS

- A. PROCLAMATION: CHILD ABUSE PREVENTION MONTH:** Proclaiming April as Child Abuse Prevention Month and presenting the proclamation to Clara Blue, Co-Chair of the Strengthening Families Coalition (Mayor Johnson)

Mayor Johnson read the proclamation for Child Abuse Prevention Month and presented it to Clara Blue, Co-Chair of the Strengthening Families Coalition.

V. PUBLIC HEARINGS AND RELATED ACTION ITEMS

- A. PUBLIC HEARING: ZA-03-23:** Receiving testimony on a proposal to amend Lewiston City Code Section 37-193, Penalty, to make the language for a Zoning Code violation more consistent with Idaho Code and other city code violation provisions in Lewiston City Code (Assistant Planner Hollingshead)

Mayor Johnson announced the subject of the public hearing, explained the public hearing process, opened the public hearing and asked for staff presentation.

Assistant Planner Hollingshead explained the zoning code amendment will make the language for a Zoning Code violation more consistent with Idaho Code and other city code violation provisions.

Lewiston City Council
Regular Meeting Minutes
March 11, 2024 – 6:00 p.m. – Page 1 of 7

Mayor Johnson asked for any public testimony. There being none, the public hearing was closed.

- B. FIRST READING: ORDINANCE 4907:** Considering amending Section 37-193 of the Lewiston City Code related to penalties under Chapter 37 - Action Item (Assistant Planner Hollingshead)

Councilors Forsmann and Schroeder moved and seconded, respectively, to approve the first reading of Ordinance 4907. The motion passed 6-0.

ORDINANCE 4907: AN ORDINANCE OF THE CITY OF LEWISTON AMENDING SECTION 37-193 OF THE LEWISTON CITY CODE RELATED TO PENALTIES UNDER CHAPTER 37, AND PROVIDING AN EFFECTIVE DATE.

- C. PUBLIC HEARING: ZA-04-23:** Receiving testimony on a proposal to amend various sections in Lewiston City Code Chapter 30, Sign Code and Lewiston City Code Section 37-140.1(a), General Provisions for Home Occupations (Assistant Planner Hollingshead)

Mayor Johnson announced the subject of the public hearing, explained the public hearing process, opened the public hearing and asked for the staff report.

Assistant Planner Hollingshead explained the proposal amends various sections in Lewiston City Code Chapter 30 concerning signs and Chapter 37 concerning home occupations.

There being no public testimony, Mayor Johnson closed the public hearing.

- D. FIRST READING: ORDINANCE 4906:** Considering amending various sections in Lewiston City Code Chapter 30 related to signage regulations and amending Section 37-140.1(a) to refer to the provisions in Chapter 30 - Action Item (Assistant Planner Hollingshead)

Councilors Forsmann and Schroeder, moved and seconded, respectively, to approve the first reading of Ordinance 4906. The motion passed 6-0.

ORDINANCE 4906: AN ORDINANCE OF THE CITY OF LEWISTON AMENDING SECTIONS 30-2 AND 30-8 OF THE LEWISTON CITY CODE TO REMOVE REFERENCES TO GOVERNMENT SIGNS; AMENDING SECTION 30-5 TO ADD AND AMEND DEFINITIONS RELATED TO SIGNS; AMENDING SECTION 30-6 TO CLARIFY THAT PERMITS ARE REQUIRED UNLESS OTHERWISE EXEMPTED BY THIS CHAPTER; AMENDING SECTION 30-11 TO REMOVE TYPE IV SIGNS; AMENDING SECTION 30-12(c) TO AMEND THE REGULATIONS FOR SIGNS IN RESIDENTIAL ZONES; AMENDING

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SECTIONS 30-13 AND 30-14 TO LIMIT THE NUMBER OF FREESTANDING AND/OR GROUND MONUMENT SIGNS IN COMMERCIAL ZONES; AMENDING SECTIONS 30-22 TO ALTER RELEVANT TIMEFRAMES IN THE APPEAL PROCESS, AND SPECIFYING REQUIREMENTS IN FILING A NOTICE OF APPEAL; AMENDING SECTION 30-23 TO CHANGE "VARIANCE" TO "WAIVER"; AMENDING SECTION 30-24 TO CLARIFY THE PROCESS FOR RELOCATING OR REPLACING SIGNS INSTALLED BEFORE OCTOBER 16, 2017; AMENDING SECTION 37-140.1(a) TO REFER TO THE PROVISIONS IN CHAPTER 30; AND PROVIDING AN EFFECTIVE DATE.

E. PUBLIC HEARING: 2024 TRANSPORTATION CAPITAL IMPROVEMENT

PLAN: Receiving public testimony on the draft 2024 Transportation Capital Improvement Plan (Public Works Director Johnson)

Mayor Johnson announced the subject of the public hearing, explained the public hearing process, opened the public hearing and asked for the staff report.

Public Works Director Johnson summarized the Transportation Capital Improvement Plan, which includes 142 projects (not including plans or studies) that are ranked using project prioritization criteria and updated annually. Public Works Director Johnson noted that two public comments were received for the public hearing, with other comments received during the call for the project period.

After Council questions, Mayor Johnson asked for any public testimony. There being none, the public hearing was closed.

F. RESOLUTION 2024-7: Considering adopting the City of Lewiston 2024 Transportation Capital Improvement Plan - Action Item (Public Works Director Johnson)

Councilor Spickelmire moved to amend Exhibit A of Resolution 2024-7 by swapping the positions of CIP ID 2020-019 (Rank #30) and 2020-114 (Rank #4). Council President Kleeburg seconded. **ROLL CALL: VOTING AYE: Kleeburg; Schroeder; Forsmann; Klein; Spickelmire; Liedkie.**

Councilor Liedkie moved to amend Exhibit A of Resolution 2024-7 by moving CIP ID 2020-096 (Rank #5) to Rank #1, and shifting all corresponding projects down by one rank accordingly. Council President Kleeburg seconded. **ROLL CALL: VOTING AYE: Kleeburg; Schroeder; Forsmann; Klein; Spickelmire; Liedkie.**

Councilor Klein moved to amend Exhibit A of Resolution 2024-7 by swapping the positions of CIP ID 2020-122 (Rank #1) and 2020-123 (Rank #2) with 2020-100 (Rank #8) and 2020-103 (Rank #9), respectively. Councilor Liedkie seconded. **ROLL CALL: VOTING AYE: Kleeburg; Schroeder; Forsmann; Klein; Liedkie. VOTING NAY: Spickelmire.**

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Councilor Forsmann moved to amend Exhibit A of Resolution 2024-7 by swapping the positions of CIP ID 2020-118 (Rank #13) and 2020-092 (Rank #20). Council President Kleeburg seconded. **ROLL CALL: VOTING AYE: Kleeburg; Schroeder; Forsmann; Klein; Spickelmire; Liedkie.**

Council President Kleeburg moved to approve Resolution 2024-7 as amended. Councilor Forsmann seconded. **ROLL CALL: VOTING AYE: Kleeburg; Schroeder; Forsmann; Klein; Spickelmire; Liedkie.**

VI. CONSENT AGENDA

Mayor Johnson explained that all items on the Consent Agenda are considered routine by the Council and will be enacted by one motion. There will be no separate discussion on these issues unless a Councilor so requests, in which case the item will be removed from the Consent Agenda and considered on the Active Agenda under “Items Moved from the Consent Agenda”.

Council President Kleeburg moved and Councilor Forsmann seconded, respectively, adoption of the Consent Agenda. **ROLL CALL VOTE: VOTING AYE: Kleeburg; Schroeder; Forsmann; Klein; Spickelmire; Liedkie.**

- A. **CITY COUNCIL MINUTES:** 2/26/2024 Special and 2/26/2024 Regular - Action Item
- B. **ADVISORY BOARD MINUTES:** 11/16/2023 and 1/17/2024 Library Board of Trustees; 2/14/2024 Planning & Zoning Commission - Action Item
- C. **VOUCHER'S PAYABLE:** Considering approval of the Voucher's Payable dated 2/9/2024 - 2/22/2024 in the amount of \$2,602,033.22 - Action Item
- D. **PRELIMINARY PLAT: GLASPELL ADDITION:** Considering approval of the Glaspell Addition preliminary plat and associated Reasoned Statement of Relevant Criteria and Standards which proposes to plat approximately 2.82 acres of property located between Airway Avenue and undeveloped Bryden Avenue, and east of 18th Street, into two lots - Action Item

VII. ACTIVE AGENDA

- A. **BUILDING FEASIBILITY STUDY:** Considering approving a Building Feasibility Study in the amount of \$55,000 to Clearwater Financial and authorizing the Mayor to sign - Action Item (Mayor Johnson)

Councilors moved to approve the use of funds from the building infrastructure reserve account for a Building Feasibility Study conducted by Clearwater Financial

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and authorize the Mayor to execute the agreement between the City of Lewiston and Clearwater Financial. **ROLL CALL: VOTING AYE: Kleeburg; Schroeder; Forsmann; Klein; Spickelmire; Liedkie.**

B. WASTEWATER HEADWORKS/ADMIN DESIGN RFQ-24-005 (WW062):

Considering approving the master agreement between Keller, Inc and the City of Lewiston for RFQ-24-005 Wastewater Headworks and Admin Design in the amount of \$522,300 and authorizing the Mayor to sign the agreement - Action Item (Public Works Director Johnson)

Councilors Schroeder and Forsmann moved and seconded, respectively, to award RFQ-24-005 to Keller Associates, Inc. and authorize the Mayor to execute the agreement between the City of Lewiston and Keller Associates, Inc. **ROLL CALL: VOTING AYE: Kleeburg; Schroeder; Forsmann; Klein; Spickelmire; Liedkie.**

C. RESOLUTION 2024-6: Considering approving a Memorandum of Understanding between the Idaho Transportation Department and the City of Lewiston for the FY2024 Strategic Initiatives Program Local Transportation Grant Program - Action Item (Public Works Director Johnson)

Council President Kleeburg and Councilor Schroeder moved and seconded, respectively, to approve Resolution 2024-6. **ROLL CALL: VOTING AYE: Kleeburg; Schroeder; Forsmann; Klein; Spickelmire; Liedkie.**

D. RESOLUTION 2024-5: Considering authorizing the destruction of certain Fire Department records - Action Item (Fire Chief Rightmier)

Councilors Schroeder and Forsmann moved and seconded, respectively, to approve Resolution 2024-5. **ROLL CALL: VOTING AYE: Kleeburg; Schroeder; Forsmann; Klein; Spickelmire; Liedkie.**

E. ORDINANCES

1. SECOND/THIRD READINGS

- a. ORDINANCE 4912:** Considering repealing and reserving Section 7-6 of the Lewiston City Code related to the Lewiston Emergency Medical Services Advisory Board (EMSAB), amending Section 2-42(c) regarding the membership of the EMSAB, amending Section 2-49(c) regarding the powers and duties of the EMSAB and providing an effective date. - Action Item (Fire Chief Rightmier)

Councilors Forsmann and Spickelmire moved and seconded, respectively, to combine the second and third readings and waive the third reading in full of Ordinance 4912. The motion passed 6-0.

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Councilors Forsmann and Schroeder moved and seconded, respectively, to approve the second and third readings of Ordinance 4912. The motion passed 6-0.

ORDINANCE 4912: AN ORDINANCE OF THE CITY OF LEWISTON REPEALING AND RESERVING SECTION 7-6 OF THE LEWISTON CITY CODE RELATED TO THE LEWISTON EMERGENCY MEDICAL SERVICES ADVISORY BOARD; AMENDING SECTION 2-42(c) REGARDING THE MEMBERSHIP OF THE EMERGENCY MEDICAL SERVICES ADVISORY BOARD; AMENDING SECTION 2-49(c) REGARDING THE POWERS AND DUTIES OF THE EMERGENCY MEDICAL SERVICES ADVISORY BOARD; AND PROVIDING AN EFFECTIVE DATE.

2. ADOPTION AND APPROVAL OF ORDINANCE SUMMARIES

a. ORDINANCE 4912: Action Item

Councilors Forsmann and Schroeder moved and seconded, respectively, to adopt Ordinance 4912 and approve the related ordinance summary. **ROLL CALL: VOTING AYE: Kleeburg; Schroeder; Forsmann; Klein; Spickelmire; Liedkie.**

VIII. ITEMS MOVED FROM THE CONSENT AGENDA - Action Item

IX. UNFINISHED AND NEW BUSINESS

- A. CITY COUNCILOR COMMENTS:** Comments shall not be related to an item currently before the City Council or an item that may come before the City Council in the foreseeable future, and shall be limited to comments, not discussion.

Councilor Forsmann expressed condolences to those who have lost loved ones.

Councilor Liedkie apologized for not being at the meeting in person and will be back upon recovery from her illness.

B. CITY BOARDS AND COMMISSIONS LIAISON UPDATES

Councilors provided updates related to the boards and commissions that they serve on.

C. MAYOR COMMENTS

None.

D. ADVISORY BOARD AND COMMISSION APPOINTMENTS

1. **PLANNING & ZONING COMMISSION:** Considering appointing Shaunita Cable to a four (4) year term - Action Item

Mayor Johnson moved to approve the appointment of Shaunita Cable to a four-year term on the Planning and Zoning Commission. Councilor Schroeder seconded, and the motion passed 6-0.

E. AGENDA TOPICS: - Action Item

None.

X. ADJOURNMENT - Action Item

There being no further business to come before the Lewiston City Council, Council President Kleeburg and Councilor Schroeder moved and seconded, respectively, to adjourn the March 11, 2024 Regular Meeting. The motion carried 6-0 and the meeting adjourned at 7:53 p.m.

Daniel G. Johnson, Mayor

Tanya M. Brocke, City Clerk

March 18, 2024

THE CITY COUNCIL OF THE CITY OF LEWISTON, IDAHO, met in a Special Meeting at the Bell Building Second Floor Conference Room at 215 D street. Mayor Johnson called the meeting to order at 4:00 pm.

I. CALL TO ORDER

COUNCILORS PRESENT: Mayor Johnson; Council President Kleeburg; Councilor Forsmann; Councilor Klein; Councilor Liedkie; Councilor Schroeder; Councilor Spickelmire.

II. PLEDGE OF ALLEGIANCE

Mayor Johnson led the Pledge of Allegiance.

III. CITIZENS COMMENTS

None.

IV. ACTIVE AGENDA

- A. RESOLUTION 2024-10:** Considering approving the execution and performance of a real estate purchase and sale agreement whereby the City of Lewiston will sell the property located at 805 6th Avenue, Lewiston, Idaho to Myron Gemmer, or assigns; authorizing the execution and delivery of documents; and providing for related matters. - Action Item (Assistant City Attorney Tengono)

Councilors Liedkie and Schroeder moved and seconded, respectively, to approve Resolution 2024-10. **ROLL CALL: VOTING AYE: Kleeburg; Liedkie; Spickelmire; Klein; Schroeder; Forsmann.**

V. ADJOURNMENT - Action Item

There being no further business to come before the Lewiston City Council, Councilors Forsmann and Schroeder moved and seconded, respectively, to adjourn the March 18, 2024 Special Meeting. The motion carried 6-0 and the meeting adjourned at 4:06 p.m.

Daniel G. Johnson, Mayor

Tanya M. Brocke, City Clerk

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February 2, 2024

The HISTORIC PRESERVATION COMMISSION met in the Bell Building Upstairs Conference Room at 215 "D" Street. Chair Boots called the meeting to order at 10:09 a.m.

I. CALL TO ORDER

COMMISSIONERS PRESENT: Leah Boots, Chair; Ed King, Vice Chair; Dennis Ohrtman; Laurinda Riggs; Lisa Hasenoehrl;

COMMISSIONERS EXCUSED: Kayleigh Philippi; Tamara Berlik; Greg Follett;

STAFF MEMBERS PRESENT: Katie Hollingshead, Assistant Planner; Aaron Butler, IT;

CITY COUNCIL LIAISON PRESENT: Kasee Forsman

GUESTS: Michell Radamaker, Clever Fox Architecture; Buzz McClennan, Howell Machine; Joe Yochum, Yochum Construction;

II. CITIZEN COMMENTS

None.

III. NEW BUSINESS

1. APPROVAL OF JANUARY 4, 2024 REGULAR MEETING MINUTES

Commissioners Riggs and Hasenoehrl moved and seconded, respectively, to approve the January 4, 2024 Regular meeting minutes. The motion passed 5-0.

2. CERTIFICATE OF APPROPRIATENESS, WEST END HISTORIC DISTRICT. AN APPLICATION BY MICHELL RADAMAKER OF CLEVER FOX ARCHITECTURE ON BEHALF OF DAVID HOWELL, AT 719 D STREET, FOR AN ADDITION OF A COVERED PATIO ON THE NORTH SIDE OF THE BUILDING AND A CHANGE TO THE EXTERIOR MATERIAL TYPE AND COLOR FOR THE REST OF THE BUILDING.

Staff Hollingshead reviewed the application and photos of the proposed patio, cover and metal exterior siding for the Commission. Staff Hollingshead introduced Michell Radamaker, Buzz McClennan and Joe Yochum who were in attendance on behalf of the applicant.

Joe Yochum of Yochum Construction addressed the change to material and the use of the metal siding in a horizontal pattern, rather than a vertical pattern and the preference to use metal because of longevity of the product and reduced maintenance. Mr. Yochum also handed out metal samples showing the color of the material for the Commission to look at. Commission King asked if the colors would also be used on the west side of the building facing the parking lot. Mr. Yochum stated yes, that the full building will be wrapped.

Chair Boots walked the Commission through the West End Historic District review sheet for the project. The Commission found that the project complied with design criteria M-2, M-4 and M-6 and was deserving of a Certificate of Appropriateness. All other design criteria were not applicable to the project.

Commissioners Ohrtman and King moved and seconded, respectively, to approve the Certificate of Appropriateness for the addition of a covered patio and change to the exterior material type and color for the rest of the building. Motion passed 5-0.

IV. OLD BUSINESS

1. ORCHID AWARD 2024:

Staff Hollingshead reviewed the Orchid Award Press Release that will be sent out. Staff Hollingshead asked the Commission if they wanted to purchase a "pad of ads" from the Tribune as they have done in the past to solicit nominations. Commissioner King asked about radio ads and if that would be an option instead. The Commission discussed other avenues for advertising for both nominations and the award ceremony itself. Staff Hollingshead stated that she did confirm with the Curator of the Nez Perce County Historical Society and Museum that the Territorial Capital is available for the Commission to use as the event location. Staff Hollingshead will keep the Orchid Awards on the agenda in the coming months to keep it in the Commissions mind and discuss any further details.

V. COMMISSIONER COMMENTS:

Commissioner Hasenoehrl let the Commission know that she and Commissioner Berlik had participated in an interview for a prospective Commissioner and had recommended the appointment of Bob Reitz to City Council. Staff Hollingshead let the Commission know that the appointment was on the February 12, 2024 Council agenda and that Mr. Reitz would be able to join the Commission at the March meeting.

VI. STAFF-COMMISSION COMMUNICATIONS:

Staff Hollingshead asked for a show of hands for Commissioners to attend the March 7th meeting, all Commissioners present are able to attend.

Staff Hollingshead reminded the Commission that the Volunteer Appreciation Reception was the next evening, Friday, February 2nd from 6 pm to 7:30 pm at the Lewiston Library.

Staff Hollingshead reminded the Commission of the Title 74 training the City was providing for Boards and Commissions on February 15th. Staff will resend the email with the information.

Council Liaison Forsman asked if a Council Liaison section could be added to future agendas and Staff Hollingshead stated she would do so.

VII. ADJOURN

There being no further business, Commissioners King and Follett moved and seconded, respectively to adjourn the meeting of the Historic Preservation Commission at approximately 10:42 a.m. Motion passed 5-0.

RESPECTFULLY SUBMITTED,



Katie Hollingshead
Recording Secretary



Chairperson or Acting Chairperson
Historic Preservation Commission

Approved this 7 day of March, 2024.

February 13, 2024

THE URBAN RENEWAL AGENCY BOARD OF THE CITY OF LEWISTON, IDAHO, met in a regular meeting Tuesday, February 13, 2024, at Lewiston City Hall. Chairperson Sheila Bond called the meeting to order at 12:01 p.m.

I. CALL TO ORDER

BOARD MEMBERS PRESENT: Sheila Bond, Chairperson; Joe Gish, Vice Chairperson; Don Beck; Jim Kleeburg; A.L. "Butch" Alford; Tim Switzer; Joe Anderson; Jessica Klein, Council Alternate;

BOARD MEMBERS EXCUSED: None

STAFF MEMBERS PRESENT: Shannon Grow, URA Director; Katie Hollingshead, Assistant URA Director; Aaron Butler, IT; Luke Antonich, City Engineer; Aimee Gordon, City Treasurer

OTHERS PRESENT: Thad O'Sullivan, URA Legal Counsel; Ryan Rehder, Merrick & Company;

II. CITIZEN COMMENTS

Luke Antonich, City Engineer, shared that City Council would soon be approving the Capital Improvement Plan (CIP) for 2024, which sets the marching order for staff in regards to projects. One of those projects is the main street corridor project and a request for qualifications (RFQ) has been advertised and city staff is reviewing the submitted proposals. This project may potentially tie in with the Downtown Revenue Allocation Area and be of interest to the URA. Once a proposal has been selected there will potentially be a bond election to fund the project.

III. CORRECTIONS OR ADDITIONS TO AGENDA

None.

IV. ACTIVE AGENDA (ACTIVE ITEM)

A. Approval of Minutes, January 9, 2024 – Action Item

B. Approval of Invoices

1. Elam & Burke, \$750.00
2. O'Sullivan Legal PLLC, \$265.00

Board member's Alford and Gish moved and seconded, respectively, to approve the minutes and invoices. Motion passed 7-0.

C. Review of Financial Summary

Director Grow reviewed both the December 2023 and January 2024 financial summaries. Board member Gish asked about the large increase in revenue between the December and January summaries. Director Grow stated that January and July will have larger jumps in the dollar amount because tax assessments are due in December and June. Board member Gish stated he thought the commercial corridor downtown would generate more revenue. Director Grow stated that illustrates the split of taxes between commercial and residential properties due to the way Idaho State has

allocated tax assessments between commercial and residential properties. Director Grow also let the board know that the February summary will include the transfer of funds to the Idaho State investment pool because that transfer was made on February 5, 2024.

D. Revenue of Draft 2023 Annual Report

Director Grow explained to the board that the draft plan is usually reviewed in February and then a final report is voted on at the March meeting. The state requires that the annual report be approved and published by March 31 each year. Director Grow then reviewed the guidance provided by the state for the items that are required to be included in the report and walked the board through the assessed values, work focus for the 2024 fiscal year, work completed in fiscal year 2023, URA Investments over all districts both open and closed, URA expenditures by Revenue Allocation Area, summary of expenses and assets, annual budget and fiscal year summary for 2023, budget for fiscal year 2024, maps for the four existing Revenue Allocation Area and then sample tax bill for a property owner in a Revenue Allocation Area.

Board member Gish asked about the agency objectives listed in the report and stated that he didn't see much of an intersection between the objectives listed in the report and those listed in state code. He asked if the objectives could be something that was measurable.

Director Grow stated that she could look to see where the language came from and if it was covering the URA Plan as a whole instead of state code, but it could be something that could be changed.

Board member Gish also asked about the nitrate studies that were done as part of the East Orchards Sewer Plan and if that could be mentioned in the report. He also asked if there was a plan to continue measuring the nitrates to show a reduction or an improvement to the water quality.

Director Grow stated that she could reach out to DEQ to find out if they do continuous monitoring or if additional studies have been done.

Chair Bond asked about the approval of the report. Director Grow stated that she would make any requested changes from the board and then bring the final draft back. Director Grow stated that normally a public hearing is advertised and public comment is solicited, but that in the past, no public comment has been received. Director Grow asked the board if they wanted to continue to advertise the approval of the report in the paper as it is not a state requirement. Board member Alford stated he thought it was good for transparency. Chair Bond stated she thought they should continue with the advertisement. Board member Gish stated he thought the report was a really good summary.

V. UNFINISHED AND NEW BUSINESS

A. Approval of Rock Boring Study with Merrick & Company, \$85,500.

Assistant Director Hollingshead reminded the board that at a previous meeting the board had decided to move forward with performing a rock boring study on all remaining segments of the East Orchards Sewer and the contract in front of the board is for that work. Assistant Director Hollingshead introduced Luke Antonich, City Engineer and Ryan Rehder from Merrick & Company as being available to answer any questions. Board member Gish asked what the benefit of doing the rock boring study would

provide. Mr. Rehder presented that identifying rock depth along all segments can help the board make decisions in moving forward with which segments can be built and could possibly eliminate spending money on designing segments that cannot be built because of the presence of rock. With each segment design, rock boring is done regardless, just on a segment by segment basis, so doing all the segments together will eliminate doing that segment by segment. Board member Alford asked if Merrick & Company had done the rock boring for previous segments of the EOS project. Mr. Rehder stated yes, Merrick & Company has been involved in the design of all the previously installed segments. Chair Bond asked about some of the contract language. Director Grow stated that the contract is actually between Merrick & Company and the City, so the board is just approving that they are willing to partner with the City and pay the \$85,500.00 for the study.

Board members Anderson and Switzer moved and seconded to approve the expense of \$85,500.00. Motion passed 7-0.

B. Main/East Main RAA #4:

Director Grow let the board know that after discussing with Megan from Elam & Burke and legal counsel Thad O'Sullivan the proposal from Wallowa River Properties for single family dwellings would not work for a URA project as the project is not identified in the Main/East Main RAA #4 plan. In speaking with Wallowa River Properties they would be willing to look at other development possibilities and are interested in a feasibility study either in partnership with the URA or the City. Wallowa River Properties is scheduled to meet with the Water Manager for the City tomorrow (2/14/24) to discuss. Director Grow said that she would stay in communication with Wallowa River Properties as discussions continue with the City.

Director Grow reminded the board that they had decided during the summer of 2023 that they would revisit the Main/East Main Revenue Allocation Area in March of 2024 and decide if the board wanted to keep the RAA open or close the RAA. Director Grow reviewed the two remaining projects identified in the Main/East Main plan. Board member Gish asked about closing the existing RAA and then opening a new RAA in the same area, could the previous increment history be used to support bond funding. Director Grow said that usually when a new RAA is established it will not be the exact same boundaries as a previous RAA in the same area, a feasibility study would help to determine the area of the new RAA, but that the previous increment history could possibly be helpful in determining the amount of money that could be accrued for projects. Director Grow reminded the board that the reason the board is reviewing the Main/East Main RAA in March is to provide enough time for staff to complete all the necessary steps for the closure by the fourth Monday in July.

C. Downtown RAA #7 - Director Grow stated there was no update. The city has not heard back from Twin City Foods. Director Grow stated that she would be putting the Downtown RAA #7 on a future agenda so that the board can revisit the plan and the projects within the plan, much like the board has done with the other RAA's.

Board member Gish asked if the City had received the DEQ report it had been waiting for.

Director Grow stated the DEQ assessment had not been received yet.

Board member Kleeburg told the board that because of that DEQ assessment, it makes sense for the City to purchase the property because the City can access grant money to do any clean up, brown field or otherwise, that might be required. A private owner would not be able to access those same grant funds.

Director Grow stated that regardless of the City purchasing the property or not, the board still needs to review the plan and the projects within it. Like Mr. Antonich previously shared, the City is ramping up to do work in the downtown corridor.

Board member Gish told the board that he had created a facebook page called Joe Gish on URA and that the Chair of the Planning & Zoning Commission had asked a number of good questions and generated good discussion.

D. East Orchards Sewer #5 –

Assistant Director Hollingshead shared that she and Board member Gish had been able to get together and put together information for Board member Gish to generate a value chart using base values and some assumptions regarding increased density and increased property values and taxes. Assistant Director Hollingshead passed out a copy of the value chart to the board and Board member Gish explained how the chart worked.

E. Board Member Comments -

Board member Kleeburg said that in response to Board member Gish's value chart and the idea that people could split their one acre lots into four lots if sewer is available, that the rural nature of the east orchards is the reason many people move out there, they don't want to have their neighbors close.

F. Staff Comments

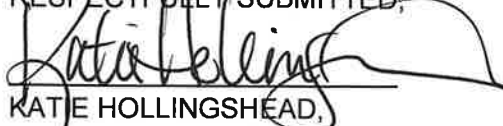
Ryan Rehder from Merrick & Company asked if he could provide an additional update to the East Orchards Sewer discussion. The board had approved the design of Segment 7 to be completed and it is to the point where construction estimates are the next step. With Segment 7 being nearly complete, then there will be 5 segments fully designed and waiting for construction. Mr. Rehder said that his understanding was that the board needed to wait for enough funds to accumulate to move forward, but that he wanted to make the board aware of where Merrick & Company stands currently with the project.

Director Grow said that the current balance in East Orchard Sewer is approximately one million dollars to go towards the project. The segments 17, 18, and 19 have construction estimates of \$1.37 million from August of 2023. Based on those numbers you could bid out segment 17 and 18 and maybe ask for segment 19 as a bid alternative. Director Grow said that she would need to go over the numbers for administrative costs and bond payment with Aimee Gordon, City Treasurer to be able to give the board a better idea of how much would be available. Director Grow said that she could bring that information back to the board at the next meeting as an action item for the board to further discuss and possibly vote on.

VI. ADJOURN (ACTION ITEM)

There being no further business, Board members Switzer and Gish moved and seconded, respectively, to adjourn. The motion carried 7-0 and the Urban Renewal Agency Board adjourned at approximately 1:19 p.m.

RESPECTFULLY SUBMITTED,


KATIE HOLLINGSHEAD,
RECORDING SECRETARY

ATTEST:


URBAN RENEWAL AGENCY CHAIR

Approved this 12 day of March, 2024.

February 28, 2024

The LEWISTON PLANNING AND ZONING COMMISSION met in the Community Development Department Second Floor Conference Room at 215 "D" Street. Chair Ball called the meeting to order at 5:30 p.m.

I. CALL TO ORDER

COMMISSIONERS PRESENT: Cynthia Ball, Chair; Gabriel Iacoboni, Vice Chair; Maureen Anderson; Michael Busch; Kevin Kelly; Emily Wolf

COMMISSIONERS EXCUSED: Kathy Branson;

STAFF MEMBERS PRESENT: Dawn Ortiz, Community Development Specialist; Aaron Butler, IT; Jennifer Tengono, Assistant City Attorney

II. CITIZEN COMMENTS

None

III. ACTIVE AGENDA

A. APPROVAL OF FEBRUARY 14, 2024 MEETING MINUTES (ACTION ITEM)

Commissioners Busch and Kelly moved and seconded, respectively, approval of the February 14, 2024 meeting minutes with conditions. The motion carried 6-0.

B. APPROVAL OF THE REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS APPROVING CONDITIONAL USE PERMIT APPLICATION CUP24-1 BY STEVE CARLTON (ACTION ITEM):

Commissioners Anderson and Iacoboni moved and seconded, respectively, to approve the Reasoned Statement as written for CUP24-1. The motion carried 6-0.

IV. STAFF-COMMISSION COMMUNICATIONS:

A. Query of Commissioners for March 13, 2024 meeting.

All current commissioners plan to be in attendance for the March 13, 2024 meeting.

Commissioner Iacoboni did ask if the last interview for the soon-to-be open seat will be sent to City Council.

Staff Ortiz stated they it should be in front of City Council on the March 11th meeting.

V. ADJOURN

There being no further business, Commissioner Bushc and Kelly moved and seconded, respectively, to adjourn. The motion carried 6-0 and the Planning and Zoning Commission adjourned at approximately 5:37 p.m.

RESPECTFULLY SUBMITTED,

Dawn Ortiz

Dawn Ortiz,
Recording Secretary

[Signature]

Chairperson or Acting Chairperson
Planning and Zoning Commission

Approved this 13 day of March, 2024.



Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
A & R CONSTRUCTION INC	113412	3/7/2024	WATER	WR073 INTAKE 3 PUMP REBUILD - CRANE SRVS	\$1,505.00
ADAM CARSON	113364	2/29/2024	POLICE	RENTAL CAR REIMB: HENDERSON LEADERSHIP TRN: 2/23	\$367.93
	113393	3/7/2024	POLICE	MEALS: LEADERSHIP IN POLICE ORGANIZATIONS: 3/17/24	\$398.00
ADVANCED CONTROL SYSTEMS, LLC	113415	3/7/2024	WATER	BPO-PW-WTP SCADA TROUBLESHOOTING/REPAIRS	\$2,986.79
			WSTWTR	PW-WWTP&WWC SCADA TROUBLESHOOTING/REPAIRS	\$11,723.83
AIRBRIDGE BROADBAND LLC	113416	3/7/2024	INFOSYSTMS	BPO - IT - INTERNET SERVICE	\$650.00
ALWAYS TOWING LLC	113417	3/7/2024	FLTMAINT	BPO- FLEET TOWING SERVICES	\$98.00
AMAZON CAPITAL SERVICES	113342	2/29/2024	FIRE	FIRE - AMAZON - BANQUET SUPPLIES	\$163.25
			LIBRARY	BPO - LIB - OPERATING SUPPLIES	\$47.28
			WSTWTR	EPSON WORKFORCE PRO WF-3820 PRINTER	\$129.99
	113418	3/7/2024	CEMETERY	CARTRIDGE FOR WATERLESS URINAL AT CEMETERY	\$288.00
			FIRE	FIRE - AMAZON - CLEANING SUPPLIES, VEHICLE CHRGRS	\$179.21
				FIRE - AMAZON - STN SUPPLIES, PED BAG, 10 YR BTRY	\$228.51
			LIBRARY	BPO - LIB - OPERATING SUPPLIES	\$100.02
				LIB - ADULT BOOK ORDERS	\$75.85
				LIB - BPO - VIDEO GAMES	\$49.92
			PARKSFAC	BPO PR-BREAKROOM SUPPLIES & COFFEE & PAPER	\$84.81
				HARDWARE TO REPAIR THE BATHROOM PARTITIONS AT PIO	\$236.83
				HEATING ELEMENT AT HOT WATER TANK LEWISTON BOAT	\$68.79
				INK FOR CORKY'S PRINTER AT CEMETERY	\$34.04
				REPLACEMENT BUMBERS FOR DOORS	\$38.13
				SCRUB PADS FOR CUSTODIANS	\$46.00
			POLICE	BPO PD OFFICE AND TECHNOLOGY ITEMS	\$214.80
			RECREATION	LARGE MESH ATHLETIC BALL BAGS/ BALL CART VOLLEYBA	\$14.72
			TRANSITOP	BPO: TRANSIT OPERATING SUPPLIES	\$145.54
			TRNSPN	PW - ST - PPE: BD, CH, MC, RT, CE, JM, DM, SG, R	(\$49.37)
			WSTWTR	PW-WWC-SURGE PROTECTORS/BATTERY BACKUPS (3)	\$457.47
				PW-WWTP-WOMEN'S RESTROOM SIGN	\$7.88
AMY PARIS	113394	3/7/2024	FIRE	MEALS: PWW EMS CONFERENCE: 03/19/24	\$179.00
ANATEK LABS INC	113419	3/7/2024	WATER	BPO PW WTP/TOC/COLIFORM SAMPLING ANALYSIS	\$2,025.00



Voucher's Payable

ANTHONY H SEUBERT	113523	3/7/2024	RECREATION	BPO SENIOR NUTRITION MEAL DELIVERY REIMBURSEMENT	\$152.76
ASCAP - ACCOUNT SERVICES	113343	2/29/2024	PARKSFAC	MUSIC LICENSING IN THE PARKS	\$434.00
ASSOCIATION OF IDAHO CITIES	113341	2/29/2024	LEGISLATIV	2024 AIC SPRING DISTRICT MEETING - KLEIN	\$50.00
AUSTIN BROWN	113426	3/7/2024	FIRE	BPO FIRE - AUSTIN BROWN - MEDICAL CONTROL	\$3,000.00
B&H FOTO & ELECTRONICS CORP	113420	3/7/2024	INFOSYSTMS	NETWORK GEAR	\$599.25
				STORAGE APPLIANCES AND SUPPLIES	\$6,793.50
BAVCO	113421	3/7/2024	WATER	BPO PW BACKFLOW PARTS AND KITS	\$544.44
BEACON ATHLETICS LLC	113422	3/7/2024	RECREATION	SLOW PITCH SOFTBALL STRIKE MATS	\$208.86
BLUE RIBBON LINEN SUPPLY INC	113423	3/7/2024	FIRE	BPO FIRE - BLUE RIBBON - LAUNDRY	\$37.40
			WATER	PW-BPO PW WTP/DISTR LAUNDRY & JANITORIAL	\$540.92
BLUE TO GOLD LLC	113344	2/29/2024	POLICE	PD PUBLIC SAFETY STATEMENT CARDS FOR ALL SWORN OFF	\$149.50
BRADLEY CORNELL DBA VALLEY SWEEPING LLC	113545	3/7/2024	SANITATION	BPO - TS - SWEEPING SERVICES	\$256.00
BRADY COMPANIES LLC DBA BRADY INDUSTRIES OF IDAHO LLC	113424	3/7/2024	PARKSFAC	GLOVES, PAPER TOWELS, CUSTODIAN SUPPLIES	\$526.53
BRIAN W MORROW DBA WORLD OF MARTIAL ARTS LLC	113551	3/7/2024	RECREATION	KARATE INSTRUCTOR - SESSION 2	\$770.00
BROEMELING STEEL & MACHINE	113425	3/7/2024	PARKSFAC	FABRICATE BATHROOM PARTITIONS FOR PARKS	\$200.00
BROWN & BROWN OF WASHINGTON INC DBA DIMARTINO ASSOCIATES	113373	3/7/2024	ADMSVC	Payroll Run 1 - Warrant 030724	\$2,503.39
BRUNEEL TIRE SERVICE	113427	3/7/2024	SANITATION	BPO - TS - TIRE DISPOSAL SERVICES	\$350.00
BSN SPORTS LLC	113429	3/7/2024	RECREATION	FENCE CROWN AND POLY CAP INSTALL TOOL	\$674.98
C H SPENCER LLC	113430	3/7/2024	WATER	WR073 INTAKE 3 PUMP REBUILD - INSPECTION	\$3,400.00
				WR073 INTAKE 3 PUMP REBUILD; QUOTE ATTACHED	\$43,870.73
CANON FINANCIAL SERVICES INC	113345	2/29/2024	COMDEV	BPO-CD-CANON PRINTER: DX5760I COPIER LEASE	\$253.63
CDW GOVERNMENT LLC	113431	3/7/2024	INFOSYSTMS	GOOGLE WORKSPACE LICENSING	\$47,526.55
CENTRAL ORCHARDS SEWER DISTRICT	113442	3/7/2024	PARKSFAC	02/29/24 BILL DATE: UTILITY CHARGES	\$277.33
CES	113432	3/7/2024	WATER	BPO PW WTP P/M/M MAINT SPLYS	\$311.18
			WSTWTR	BPO PW WWTP P/M/M MAINT SUPPLIES	\$370.44
CH2O INC	113433	3/7/2024	WSTWTR	PW-WWTP-50 GALS OF PROPYLENE GLYCOL FOR HEATING	\$1,924.15
CHRIS JACKS	113395	3/7/2024	FIRE	MILEAGE REIMB: GRANGEVILLE: JACKS: 03/02/24	\$97.82
CHRIS JONES	113396	3/7/2024	FIRE	MILEAGE REIMB: GRANGEVILLE: JONES: 03/03/24	\$97.82



Voucher's Payable

CIMCO-GC SYSTEMS LLC	113434	3/7/2024	WATER	PW-WTD-PARTS FOR PRESSURE REDUCING VALVES	\$15,119.90
CINTAS CORPORATION #606	113346	2/29/2024	FLTMAINT	BPO/ FLEET UNIFORM RENT & LAUNDRY	\$93.40
			PARKSFAC	BPO PARKS UNIFORM LAUNDERED/CLEANING SUPPLIES	\$51.44
	113435	3/7/2024	FLTMAINT	BPO/ FLEET UNIFORM RENT & LAUNDRY	\$112.69
			PARKSFAC	BPO PARKS UNIFORM LAUNDERED/CLEANING SUPPLIES	\$51.44
CITY OF LEWISTON EMPLOYEE BENEFIT- CAFETERIA PLAN	113372	3/7/2024	ADMSVC	Payroll Run 1 - Warrant 030724	\$8,145.80
CIVICPLUS LLC	113436	3/7/2024	INFOSYSTMS	NEXTREQUEST	\$8,807.40
CLEARWATER CLEANING SERVICES CORP	113437	3/7/2024	PARKSFAC	BPO CUSTODIAN SERVICES AT LIBRARY	\$4,245.00
CLEMENTS BROWN & MCNICHOLS	113438	3/7/2024	HR	BPO- LEGAL SERVICES	\$273.00
			LEGAL	OUTSIDE LEGAL COUNCIL; STROMBERG; EDELBLUTE FY24	\$2,117.00
				OUTSIDE LEGAL COUNCIL; STROMBERG; PROFITT FY24	\$10,328.50
CODY ANDERSON	113397	3/7/2024	FIRE	MEALS: MARCH MAYHEM TRAINING: 03/15/24	\$167.00
COEUR D'ALENE TRACTOR CO	113413	3/7/2024	FLTMAINT	BPO/ FLEET REPAIR PARTS & SUPPLIES	\$38.34
COLEMAN OIL COMPANY LLC DBA COLEMAN OIL COMPANY	113439	3/7/2024	COMDEV	CP-0087492- 02/25/2024 BILL DATE: FUEL CHARGES	\$173.40
				CP-0095898- 03/03/2024 BILL DATE: FUEL CHARGES	\$105.46
			FIRE	CP-0087492- 02/25/2024 BILL DATE: FUEL CHARGES	\$1,154.58
				CP-0094676- 02/29/2024 BILL DATE: FUEL CHARGES	\$822.56
				CP-0095898- 03/03/2024 BILL DATE: FUEL CHARGES	\$478.68
			FLTMAINT	BPO/ FLEET/ LUBE PRODUCTS & CAR WASHES	\$204.05
			FLTMAINT	BPO/ FLEET/ LUBE PRODUCTS & CAR WASHES	\$33.00
				CP-0087492- 02/25/2024 BILL DATE: FUEL CHARGES	\$80.98
				CP-0094676- 02/29/2024 BILL DATE: FUEL CHARGES	\$35.74
				CP-0095898- 03/03/2024 BILL DATE: FUEL CHARGES	\$36.28
			PARKSFAC	CP-0087492- 02/25/2024 BILL DATE: FUEL CHARGES	\$494.25
				CP-0094676- 02/29/2024 BILL DATE: FUEL CHARGES	\$689.97
				CP-0095898- 03/03/2024 BILL DATE: FUEL CHARGES	\$50.73
			POLICE	CP-0087492- 02/25/2024 BILL DATE: FUEL CHARGES	\$1,727.13
				CP-0094676- 02/29/2024 BILL DATE: FUEL CHARGES	\$1,056.85
				CP-0095898- 03/03/2024 BILL DATE: FUEL CHARGES	\$617.58



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			RECREATION	CP-0094676- 02/29/2024 BILL DATE: FUEL CHARGES	\$59.84
			SANITATION	BPO - TS - FUEL	\$212.11
				BPO - TS - FY24 FUEL FOR SDI HAUL	\$1,248.66
				CP-0095898- 03/03/2024 BILL DATE: FUEL CHARGES	\$84.50
			STMWTR	CP-0087492- 02/25/2024 BILL DATE: FUEL CHARGES	\$52.53
			TRANSITOP	CP-0087492- 02/25/2024 BILL DATE: FUEL CHARGES	\$1,389.21
				CP-0094676- 02/29/2024 BILL DATE: FUEL CHARGES	\$979.49
				CP-0095898- 03/03/2024 BILL DATE: FUEL CHARGES	\$261.60
			TRNSPN	CP-0087492- 02/25/2024 BILL DATE: FUEL CHARGES	\$1,234.38
				CP-0094676- 02/29/2024 BILL DATE: FUEL CHARGES	\$1,285.94
				CP-0095898- 03/03/2024 BILL DATE: FUEL CHARGES	\$306.03
			WATER	CP-0087492- 02/25/2024 BILL DATE: FUEL CHARGES	\$246.95
				CP-0094676- 02/29/2024 BILL DATE: FUEL CHARGES	\$459.59
			WSTWTR	CP-0087492- 02/25/2024 BILL DATE: FUEL CHARGES	\$441.13
				CP-0094676- 02/29/2024 BILL DATE: FUEL CHARGES	\$750.89
CONSOLIDATED ELECTRICAL DISTRIBUTORS	113441	3/7/2024	PARKSFAC	BPO ELECTRICAL SUPPLIE	\$287.75
			TRNSPN	BPO - TR - OPERATING SUPPLIES	\$89.28
			WSTWTR	BPO PW WWTP P/M/M MAINT SUPPLIES	\$118.26
CONTROL SYSTEM TECHNOLOGY INC	113347	2/29/2024	WATER	PW-WTP-EXTRACT FLOW DATA FOR S.PORT DATA REQUEST	\$1,000.00
				PW-WTP-UPS REPLACEMENTS FOR STATIONS (5)	\$645.00
				PW-WTP-WR043-S.HIGH TO ETHERNET FROM DEVICE NET	\$3,900.00
CUES INC	113445	3/7/2024	WSTWTR	BPO TV TRUCK SUPPLIES/REPAIRS	\$35.46
				GN567 GRANITENET WEBOFFICE SRVR ANNUAL SUPPORT	\$3,000.00
D & D MCLAUGHLIN LLC	113446	3/7/2024	GOLFCRS	CONCRETE AND DIRT WORK FOR DRIVING RANGE PROJECT	\$3,400.00
DARREN TRAINOR	113371	2/29/2024	RECREATION	REFEREED 6 GAMES @ \$30/GAME	\$180.00
DIGLINE INC	113447	3/7/2024	WATER	BPO PW W/WW LOCATE SERVICES	\$175.50
			WSTWTR	BPO PW W/WW LOCATE SERVICES	\$175.50
DRIVE LINE SERVICE	113448	3/7/2024	FLTMAINT	OSL/ BALANCE DRIVELINE FOR #354 JETVAC	\$80.00
EFTPS	1480	3/7/2024	ADMSVC	Payroll Run 1 - Warrant 030724	\$164,535.80
ERB'S ACE HARDWARE LLC	113450	3/7/2024	FIRE	BPO FIRE - ERBS - STATION/VEHICLE MTNC SUPPLIES	\$39.90
			POLICE	BPO PD OFFICE AND VEHICLE SUPPLIES	\$4.40
			TRNSPN	BPO - ST - OPERATING SUPPLIES	\$107.07
			WATER	BPO PW WTP SUPPLIES	\$131.11



Voucher's Payable

EXPRESS EMPLOYMENT PROFESSIONALS	113451	3/7/2024	PARKSFAC	EMPLOYEE TO REPLACE OCH POSITION	\$1,571.63
FASTENAL COMPANY	113452	3/7/2024	RECREATION	REPLACEMENT BOLTS FOR BALLFIELD DRAG MATS	\$71.05
FATBEAM LLC	113453	3/7/2024	LIBRARY	BPO - LIB - PUBLIC INTERNET SERVICES	\$990.00
FEDEX	113454	3/7/2024	WATER	BPO PW DISTRIB SHIPPING	\$25.76
			WSTWTR	BPO PW WW COLL SHIPPING FEES	\$28.03
FERGUSON ENTERPRISES #3011	113455	3/7/2024	PARKSFAC	SENSOR FOR THE WOMEN'S RESTROOM AT KIWANIS PARK.	\$274.77
			WATER	BPO PW DISTRIB MAINT SPLYS	\$48.16
				PW-WR043-SRV LINE REPLACEMENT MATERIAL; SLR PEX	\$6,113.80
				PW-WTDANNUAL RNI SAAS FEE YEAR SIX AND ANALYTICS	\$29,115.57
FERGUSON ENTERPRISES LLC #3325	113513	3/7/2024	WATER	BPO PW DISTRIB SPLYS	\$270.00
FISHER SYSTEMS INC	113457	3/7/2024	WSTWTR	PW-WWTP-SRV CALLS/ALARM CHANGES	\$75.00
FOP LEWIS CLARK LODGE #10	113374	3/7/2024	ADMSVC	Payroll Run 1 - Warrant 030724	\$1,704.96
FOUR SEASONS LAWN CARE	113458	3/7/2024	WATER	PW-WTR DISTRIB LAWN APPLICATIONS	\$54.00
			WSTWTR	PW-WW COLL LAWN APPLICATIONS	\$54.00
GALLS PARENT HOLDINGS LLC DBA GALLS LLC	113459	3/7/2024	POLICE	PD CLIP ON BADGE HOLDERS	\$272.20
				PD CLIP ON BADGE HOLDERS *Return*	(\$103.00)
GAME TIME	113460	3/7/2024	PARKSFAC	TWO REPLACEMENT PARTS FOR SLIDE AT AIRPORT PARK	\$2,474.99
GATEWAY MATERIALS	113461	3/7/2024	FLTMAINT	BPO/ FLEET REPAIR PARTS & SUPPLIES	\$29.95
			WATER	BPO PW WTP P/M/M MAINT SPLYS	\$6.50
				PW-WTP-WR043; OUTFIT 372 WITH HEADACHE RACK	\$92.45
GEORGE LANGFIELD DBA LANGFIELD PSYCHOLOGICAL SERVICES	113485	3/7/2024	POLICE	PD PRE EMPLOYMENT PSYCH EVALS FOR HEPBURN, WEAVER,	\$1,800.00
GEORGE WILLIAM REED	113518	3/7/2024	RECREATION	BPO SENIOR NUT MEAL DELIVERY REIMBURSEMENT	\$174.20
GEORGES LOCK & KEY	113462	3/7/2024	FLTMAINT	BPO/ FLEET DUPLICATE KEYS & LOCKSMITH	\$83.19
GIVENS PURSLEY LLP	113463	3/7/2024	LEGAL	OUTSIDE LEGAL COUNCIL; KOECKERITZ; FAA AGREEMENT	\$1,160.00
GRAINGER	113464	3/7/2024	WATER	BPO PW WTP P/M/M SPLYS	\$183.18
				PW-WTD-ITEMS TO MAINTAIN PRV SMALL PARTS INVENTORY	\$382.55
HACH COMPANY	113465	3/7/2024	WATER	BPO PW WTP LAB SPLYS	\$28.47
HAHN SUPPLY	113466	3/7/2024	PARKSFAC	BPO HVAC TOOLS	\$123.33
				BPO TOOLS, NUTS, BOLTS, BUG SPRAY	\$17.67
				KITCHEN SINK FOR COMMUNITY CENTER	\$485.46
HCAA LLC	113349	2/29/2024	RECREATION	CHAMPIONSHIP SHIRTS FOR BASKETBALL 2023/24	\$337.50



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HENRY SCHEIN	113467	3/7/2024	FIRE	BPO FIRE - HENRY SCHEIN - EMS SUPPLIES	\$232.96
HOME DEPOT CREDIT SERVICES	113468	3/7/2024	COMDEV	CD-CONSTRUCTION SUPPLIES FOR NEW OFFICE - GRANT M	\$33.15
			FIRE	BPO FIRE - HOME DEPOT - STATION SUPPLIES	\$199.96
			INFOSYSTMS	BPO - IT - SUPPLIES HOME DEPOT	\$935.24
			LIBRARY	BPO - LIB - BUILDING SUPPLIES	\$13.37
			PARKSFAC	BPO CONSTRUCTION SUPPLIES	\$10.64
			TRANSITOP	BPO: TRANSIT HARDWARE/TOOLS/CLEANING SUPPLIES	\$57.88
			WSTWTR	WW034 LOSD LIFT STATION SUPPLIES	\$69.33
I A F F - LOCAL #1773	113375	3/7/2024	ADMSVC	Payroll Run 1 - Warrant 030724	\$3,350.00
IAFF LOCAL 1773 PAC	113376	3/7/2024	ADMSVC	Payroll Run 1 - Warrant 030724	\$562.00
IDAHO CHILD SUPPORT RECEIPTING	113377	3/7/2024	ADMSVC	Payroll Run 1 - Warrant 030724	\$477.70
IDAHO DEPT OF CORRECTION	113351	2/29/2024	CEMETERY	INMATE LABOR FOR 11/5 THRU 11/25 2023	\$3,822.00
IDAHO DEPT OF ENVIRONMENTAL QUALITY	113469	3/7/2024	WATER	PW DRINKING WATER SYSTEM - QUARTERLY FEES	\$4,485.75
IDAHO ICE	113470	3/7/2024	INFOSYSTMS	BPO - WATER FOR INFO SYSTEMS DEPT	\$43.83
			LEGAL	BPO-LEGAL-WATER FOR CITY ATTORNEY'S OFFICE- FY24	\$36.74
			SANITATION	BPO - TS - IDAHO ICE	\$40.90
IDAHO STATE POLICE	113471	3/7/2024	COMDEV	BPO-CD-FINGERPRINT FEES RELATING TO BUSINESS LICE	\$99.75
IDAHO STATE TAX COMMISSION	113378	3/7/2024	ADMSVC	Payroll Run 1 - Warrant 030724	\$30,183.00
	113379	3/7/2024	ADMSVC	Payroll Run 1 - Warrant 030724	\$998.05
IDAHO TRUCK SALES CO	113473	3/7/2024	FLTMANT	BPO/ FLEET REPAIR PARTS & REPAIRS	\$128.58
IMAGETREND INC	113352	2/29/2024	FIRE	FIRE - IMAGETREND - CAD INTERFACE	\$3,939.28
INGRAM LIBRARY SERVICES	113353	2/29/2024	LIBRARY	BPO - LIB - 1ST FLOOR NONFICTION	\$17.55
				BPO - LIB - LARGE PRINT	\$30.01
INLAND AUTO GLASS	113475	3/7/2024	PARKSFAC	WINDOW FOR FINANCE DOOR	\$359.00
INLAND CELLULAR	113476	3/7/2024	PARKSFAC	BPO CITY PARKS CAMERAS	\$204.12
INLAND FASTENER INC	113477	3/7/2024	WATER	BPO PW DISTRIB SPLYs	\$728.19
			WSTWTR	BPO PW WWTP P/M/M MAINT SUPPLIES	\$7.23
INTERLINK INC	113478	3/7/2024	ECONDEV	CDBG-2023 INTERLINK CAPITAL PROJECT-RAMP CONSTRUC	\$1,392.99
INTERNATIONAL CITY MANAGEMENT ASSOCIATION DBA MISSIONSQUARE RETIREMENT	1479	3/7/2024	ADMSVC	Payroll Run 1 - Warrant 030724	\$3,211.35
INTERNATIONAL MUNICIPAL LAWYERS ASSOCIATION	113474	3/7/2024	LEGAL	FY2024 DUES; IMLA MEMBERSHIP FOR CITY ATTY'S OFF	\$250.00
ITD REVENUE OPERATIONS	113472	3/7/2024	FLTMANT	FLEET VEHICLE LICENSING / REGISTRATION RENEWALS	\$23.00



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JAMES CONNOLLY CONSULTING LTD	113512	3/7/2024	RECREATION	IGO MINI, FIELD PAINTER	\$1,052.75
JOE HALL FORD	113479	3/7/2024	FLTMAINT	BPO/ FLEET REPAIR PARTS & OSL	\$21.19
			FLTMAINT	BPO/ FLEET REPAIR PARTS & OSL	\$360.32
JOHN'S SAW SERVICE	113480	3/7/2024	PARKSFAC	BPO-PK MAINT-SMALL ENGINE REPAIR AND SUPPLIES	\$19.99
JOHNSON ELECTRICAL CONTRACTING	113481	3/7/2024	TRNSPN	PW - TR - ST ACCIDENT: LIGHTPOLE RPL ON BCR	\$17,564.00
JON ADAMS	113414	3/7/2024	RECREATION	BPO SENIOR NUTRITION MEAL DELIVERY REIMBURSEMENT	\$144.72
JONES SUPPLY	113354	2/29/2024	PARKSFAC	ICE MACHINE FOR GOLF COURSE	\$5,892.66
				RETURN DAMAGED ICE MACHINE: INV 18094 9/3/2021	(\$6,871.65)
			RECREATION	ALUMINUM TRAYS FOR FOOD DELIVERY	\$525.15
				CAN OPENER MANUAL STEEL BODY SENIOR NUTRITION	\$43.90
				POTS, PANS, KNIVES, CHAFING DISHES, DINNER PLATES	\$585.38
JOSH ARNZEN	113398	3/7/2024	POLICE	MEALS: LEADERSHIP IN POLICE ORGANIZATIONS: 3/17/24	\$398.00
KAREN SELDON	113522	3/7/2024	RECREATION	BPO SENIOR NUTRITIONMEAL DELIVERY REIMBURSEMENT	\$168.84
KATHERINE LOUISE CONE	113440	3/7/2024	RECREATION	BPO SENIOR NUTRITION MEAL DELIVERY REIMBURSEMENT	\$18.76
KELLER ASSOCIATES INC	113482	3/7/2024	CAPITAL PROJECTS	TR064 17TH ST SIDEWALK INFILL; CONSULTANT SRVS	\$11,141.87
KINLEY L PEDERSON	113511	3/7/2024	RECREATION	BPO SENIOR NUTRITION MEAL DELIVERY REIMBURSEMENT	\$21.44
KYLE GREENE	113399	3/7/2024	FIRE	MEALS: MARCH MAYHEM TRAINING: 03/15/24	\$167.00
KYLER NILSSON	113400	3/7/2024	FIRE	MEALS: MARCH MAYHEM TRAINING: 03/15/24	\$167.00
L N CURTIS & SONS	113483	3/7/2024	FIRE	BPO-FIRE - LN CURTIS - PPE CLEANING	\$6,612.90
				FIRE - LN CURTIS - BELT EXTENDER	\$107.61
LAKESHORE LEARNING MATERIALS	113484	3/7/2024	LIBRARY	LIB - WELCOME LIBRARIES GRANT - TABLE	\$1,010.85
LANCE L WHITE DBA FINAL TOUCH II	113456	3/7/2024	INSTRUST	BODY REPAIR FOR #137 PATSUV	\$500.00
LAWSON PRODUCTS INC	113486	3/7/2024	FLTMAINT	BPO - FLEET REPAIR PARTS & SUPPLIES	\$471.39
			FLTMAINT	BPO - FLEET REPAIR PARTS & SUPPLIES	\$65.37
LEATHAM FAMILY LLC DBA SYMBOLARTS LLC	113532	3/7/2024	POLICE	PD UPDATED BADGES FOR CRANE, STORMES, AND TOPP	\$402.50
LES SCHWAB TIRE CENTER	113487	3/7/2024	FLTMAINT	BPO/ FLEET REPAIR PARTS & OSL	\$165.98
LEWIS CLARK ANIMAL SHELTER	113488	3/7/2024	POLICE	BPO PD SHELTER CONTRACT FEES	\$5,412.83
LEXIPOL LLC	113489	3/7/2024	SETTLEMENT	PD - CORDICO LAW ENFORCEMENT WELLNESS APP	\$9,999.00
LOID	113490	3/7/2024	PARKSFAC	02/15/24 BILL DATE: UTILITY CHARGES	\$372.30
M L ALBRIGHT & SONS	113355	2/29/2024	WSTWTR	WW512 IFB-23-015LEVEE BYPASS/12TH ST CONSTRUCTION	\$395,993.25



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MAKOA ROSARIO	113401	3/7/2024	FIRE	MEALS: MARCH MAYHEM TRAINING: 03/15/24	\$167.00
MATT ANDERSON	113402	3/7/2024	POLICE	MEALS: IDAHO INSTRUCTOR DEVELOPMENT: 03/10/24	\$326.00
MATTHEW HERSH	113350	2/29/2024	RECREATION	REFEREED 10 GAMES @ \$30/GAME	\$300.00
MINERT & ASSOCIATES	113491	3/7/2024	HR	BPO - DRUG TESTING SERVICES FOR NEW HIRES, RANDOMS	\$293.00
MISC CUSTOMER REFUND	113357	2/29/2024	ECONDEV	CDBG- HOME REPAIR- BRENDA KNOLL EARNST DEPOSIT	\$1,000.00
	113358	2/29/2024	ECONDEV	CDBG-HRP- KAUTZ- DOWN PAYMENT	\$9,260.50
	113359	2/29/2024	POLICE	REGISTRATION: K-9 HANDLER CLASS: 03/11/24	\$1,500.00
	113360	2/29/2024	ECONDEV	CDBG- MICROENTERPRISE - MARKS SECURITY	\$600.00
	113361	2/29/2024	ECONDEV	CDBG-MICROENTERPRISE: MARVEL	\$103.57
	113362	2/29/2024	WATER	UB 0501006432 1826 14TH	\$116.74
	113363	2/29/2024	WATER	UB 0406022713 1142 14TH	\$147.21
	113380	3/7/2024	ECONDEV	CDBG- MICROENTERPRISE- METAL FOR PARTS	\$1,183.90
	113381	3/7/2024	RECREATION	FIRST FRIDAY 03/01/24 CANCELLED- LOW PARTICIPATION	\$25.00
	113382	3/7/2024	WSTWTR	WW044 - WWTP QUIET TITLE ACTION FILING FEES	\$15.60
	113383	3/7/2024	ECONDEV	CDBG- LEWISTON SCHOOL DIST- RENT ASSISTANCE	\$850.00
	113384	3/7/2024	UNDEFINED	REFUND FOR PUBLIC RECORDS REQ# 24-2792	\$35.31
	113385	3/7/2024	RECREATION	KARATE SESSION 3 CANCELED DUE TO LACK OF NUMBERS	\$65.00
	113386	3/7/2024	RECREATION	KARATE SESSION 3 CANCELED DUE TO LACK OF NUMBERS	\$65.00
	113387	3/7/2024	POLICE	CONCRETE PAD FOR K9 KENNEL AT OFFCR LINE'S RES.	\$1,000.00
	113388	3/7/2024	ECONDEV	CDBG- MICROENTERPRISE- MARVEL MANUFACTURING	\$72.24
	113389	3/7/2024	ECONDEV	CDBG-HRP- SUSAN IRBY- FINAL PAYMENT FOR FLOORING	\$2,137.50
	113390	3/7/2024	RECREATION	FIRST FRIDAY 03/01/24 CANCELLED- LOW PARTICIPATION	\$25.00
	113391	3/7/2024	COMDEV	BUSINESS LICENSE REFUND: PAID 2X FOR EXISTING LCNS	\$94.00
	113392	3/7/2024	RECREATION	KARATE SESSION 3 CANCELED DUE TO LACK OF NUMBERS	\$130.00
MOTION AUTO SUPPLY	113492	3/7/2024	FLTMAINT	BPO/ REPAIR PARTS & SUPPLIES	\$83.88
MOUNTAIN CONSULTING SERVICES	113493	3/7/2024	ECONDEV	BPO-CD-CDBG-HRP ADMIN FOR LEAD BASE PAINT TESTING	\$1,941.00
NAPA AUTO PARTS	113494	3/7/2024	FLTMAINT	BPO - FLEET - REPAIR PARTS & SUPPLIES	\$375.02
			FLTMAINT	BPO - FLEET - REPAIR PARTS & SUPPLIES	\$1,143.04
				BPO- DTV/ REPAIR PARTS	\$0.00
			WATER	BPO PW DISTRIB SPLYs	\$49.74
			WSTWTR	BPO PW WWTP SUPPLIES	\$57.41
NATIONAL SAFETY INC	113495	3/7/2024	TRNSPN	BPO - ST - OPERATING SUPPLIES	\$723.35



Voucher's Payable

				PW OFFICE - BREAKROOM MEDICAL CABINET RESTOCK	\$14.10
NATIONWIDE RETIREMENT	1477	3/7/2024	ADMSVC	Payroll Run 1 - Warrant 030724	\$7,445.45
NATIONWIDE-RESERVE	1481	3/7/2024	ADMSVC	Payroll Run 1 - Warrant 030724	\$1,055.76
NCPERS GROUP LIFE INS	113406	3/7/2024	ADMSVC	Payroll Run 1 - Warrant 030724	\$1,488.00
NETTINGWORLD LLC	113496	3/7/2024	GOLFCRS	NETTING FOR DRIVING RANGE AT GOLF COURSE	\$14,855.00
NEZ PERCE COUNTY	113497	3/7/2024	LEGAL	BPO-LEGAL-NPC-COL FY24 PROSECUTION SERVICES	\$9,549.67
NEZ PERCE COUNTY SHERIFF	113407	3/7/2024	ADMSVC	Payroll Run 1 - Warrant 030724	\$554.71
NORCO INC	113498	3/7/2024	FIRE	BPO FIRE - NORCO - O2, EMS/SUPPRESSION SUPPLIES	\$580.94
NORTH 40 OUTFITTERS	113365	2/29/2024	PARKSFAC	BPO CONSTRUCTION, MAINTENANCE, IRRIGATION SUPPLIE	\$2.36
			WATER	BPO PW DISTRIB SPLYS	\$39.90
				BPO PW WTP SPLYS	\$188.35
			WSTWTR	BPO PW WWTP SUPPLIES	\$69.95
				PW-WWTP-PPE NEW EMPLOYEE N FERRIS	\$329.94
				PW-WWTP-SAFETY BOOTS B GRIESER	\$175.00
				PW-WWTP-SAFETY BOOTS N FERRIS	\$134.99
	113499	3/7/2024	PARKSFAC	BPO CONSTRUCTION, MAINTENANCE, IRRIGATION SUPPLIE	\$160.91
			POLICE	BPO PD UNIFORM PANTS	\$139.98
			WATER	BPO PW DISTRIB SPLYS	\$232.97
				BPO PW WTP SPLYS	\$13.98
NORTHWEST ENGRAVING	113500	3/7/2024	COMDEV	APPRICIATION PLAQUE FOR PZC MICHAEL BUSCH	\$35.50
NUANCE COMMUNICATIONS INC	113501	3/7/2024	POLICE	BPO PD LICENSES FOR DRAGON SOFTWARE	\$1,250.00
ODP BUSINESS SOLUTIONS LLC	113503	3/7/2024	LIBRARY	BPO - LIB - OFFICE SUPPLIES	\$158.76
			PARKSFAC	BPO PARKS REC ADMIN OFFICE SUPPLIES	\$112.23
			POLICE	BPO PD OFFICE SUPPLIES	(\$22.26)
			TRNSPN	BPO - PW OFFICE - OPERATING SUPPLIES	\$94.69
			WATER	BPO PW WTP OFFICE SPLYS	\$66.00
OMEGA RAIL MANAGEMENT INC	113504	3/7/2024	WATER	BPO PW WTP RAILROAD LEASE AGREEMENTS	\$2,664.01
ORCHARDS SHOE SHOP	113505	3/7/2024	WATER	PW-WTP-SAFETY SHOES; CHASE MCLEAN	\$175.00
			WSTWTR	PW-WWTP-SAFETY BOOTS L WAY	\$118.00
O'REILLY AUTO PARTS	113502	3/7/2024	FLTMAINT	BPO/ FLEET REPAIR PARTS	\$139.15
OVERDRIVE INC	113506	3/7/2024	LIBRARY	BPO - LIB - ADULT OVERDRIVE	\$1,388.56
OWEN EQUIPMENT	113507	3/7/2024	FLTMAINT	SWEEPER GUTTER BROOMS FOR ELGIN SWEEPERS	\$3,416.48
OXARC	113508	3/7/2024	PARKSFAC	CO2, NAIL GUN AND SAFETY GLASSES	\$51.05
			TRNSPN	BPO - TR - PERSONNEL EQUIPMENT	\$352.38



Voucher's Payable

			WATER	BPO PW DISTRIB PERSONNEL SPLYS	\$6.76
				BPO PW DISTRIB SPLYS	\$23.82
				BPO PW WTP OPERATING SUPPLIES	\$5.56
			WSTWTR	BPO PW WWTP PERSONNEL SUPPLIES	\$110.59
PAPE MACHINERY INC	113509	3/7/2024	FLTMAINT	BPO/ FLEET REPAIR PARTS	\$203.59
PATHOLOGY ASSOCIATES MEDICAL LABORA	113510	3/7/2024	POLICE	PD LEGAL BLOOD DRAWS 24-L2749 AND 24-L2385	\$77.38
PAUL SCOTT DRIVER	113449	3/7/2024	RECREATION	BPO SENIOR NUTRITION MEAL DELIVERY REIMBURSEMENT	\$60.97
PERSI	1478	3/7/2024	ADMSVC	Payroll Run 1 - Warrant 030724	\$208,659.48
PORT OF LEWISTON	113514	3/7/2024	INFOSYSTMS	BPO - IT - FIBER CONNECTIONS	\$945.00
PRINTCRAFT PRINTING	113516	3/7/2024	COMDEV	BPO-CD-ENVELOPES, LETTERHEAD, PAPER, BUSINESS CAR NAME PLAQUE FOR NEW PZC COMMISSIONER	\$175.00
			FINANCE	5M STOCK LASER CHECKS	\$14.00
			FIRE	5M STOCK LASER CHECKS	\$360.00
			FIRE	FIRE - PRINTCRAFT - BANQUET PROGRAMS	\$70.00
			HR	HR - ENVELOPES	\$303.79
			POLICE	PD VEHICLE IMPOUNDMENT SHEETS	\$360.00
PROVE IT POLYGRAPH	113517	3/7/2024	POLICE	PD PRE EMPLOYMENT POLYGRAPH SCHRATTENHOLZER	\$200.00
				PD PRE EMPLOYMENT PSYCH HEPBURN	\$200.00
RDK CORPORATION DBA SHADOW TRACKERS	113524	3/7/2024	HR	BPO - BACKGROUND CHECKS	\$45.00
RELIANCE STANDARD LIFE INSURANCE COMPANY	113408	3/7/2024	ADMSVC	Payroll Run 1 - Warrant 030724	\$7,688.12
RICOH USA INC	113367	2/29/2024	TRANSITOP	BPO: TRANSIT COPIER (RICOH IM C3500) COPIES	\$105.23
	113519	3/7/2024	LEGAL	BPO-LEGAL-RICOH MONTHLY COPIER RENTAL FY24	\$134.77
			LIBRARY	BPO - LIB - LEASE FEES	\$280.86
	113520	3/7/2024	LEGAL	BPO-LEGAL-RICOH MONTHLY COPY FEES-FY24	\$84.69
			SANITATION	BPO - PW - MPC4503 COPIER MAINTENANCE	\$17.42
			STMWTR	BPO - PW - MPC4503 COPIER MAINTENANCE	\$20.79
			TRNSPN	BPO - PW - MPC4503 COPIER MAINTENANCE	\$166.34
			WATER	BPO - PW - MPC4503 COPIER MAINTENANCE	\$1.40
			WSTWTR	BPO - PW - MPC4503 COPIER MAINTENANCE	\$10.40
ROGERS MOTORS LLC DBA ROGERS CHRYSLER JEEP DODGE RAM LLC	113521	3/7/2024	FLTMAINT	BPO - FLEET - REPAIR PARTS & REPAIRS	\$215.28
SANITARY DISPOSAL INC DBA SUNSHINE DISPOSAL	113369	2/29/2024	SANITATION	BPO - PW - FY24 EXTRA YW & RECY CURBSIDE CARTS	\$1,663.09



Voucher's Payable

& RECYCLING	113530	3/7/2024	SANITATION	BPO - TS - FY24 CARDBOARD	\$96.00
				BPO - TS - FY24 SINGLE STREAM RECYCLING	\$330.72
SHERA S BRYER	113428	3/7/2024	RECREATION	BPO SENIOR NUTRITION MEAL DELIVERY REIMBURSEMENT	\$64.32
SHERWIN WILLIAMS CO	113525	3/7/2024	PARKSFAC	BPO PAINT AND SUPPLIES	\$345.39
				PAINT AND WOOD FILLER FOR PICNIC TABLES	\$416.23
SITEONE LANDSCAPE SUPPLY LLC	113526	3/7/2024	PARKSFAC	CRUMB RUBBER FOR THE BALLFIELDS AT AIRPORT PARK	\$1,442.28
			RECREATION	BASLINE CHALK & INFIELD CONDITIONER/H2O QUICKDRY	\$915.80
SOREN LOWE	113403	3/7/2024	FIRE	MEALS: MARCH MAYHEM TRAINING: 03/15/24	\$167.00
SPLASH CARWASH & DETAILING	113527	3/7/2024	FLTMAINT	BPO - CAR WASHES FOR FLEET	\$36.00
			POLICE	BPO PD CAR WASH	\$576.00
STERLING BATTERY COMPANY	113529	3/7/2024	FLTMAINT	BPO - FLEET VEHICLE BATTERIES	\$441.59
TAMMI L SMITH DBA THE COUNTRY STITCH	113444	3/7/2024	POLICE	BPO PD UNIFORM ALTERATIONS	\$23.80
TANISHA EARL	113404	3/7/2024	POLICE	MEALS: LEADERSHIP IN POLICE ORGANIZATIONS: 3/17/24	\$398.00
TELUS COMMUNICATIONS INC	113370	2/29/2024	TRNSPN	BPO - ST - SNOW PLOW/SWEEPER MONTHLY GPS SERVICE	\$576.00
TERRY LYNN DAVIS	113348	2/29/2024	RECREATION	REFEREED 4 GAMES @ \$30/GAME	\$120.00
THE HOME DEPOT PRO	113531	3/7/2024	PARKSFAC	TRASH BAGS. CUSTODIAL CHEMICAL SUPPLIES	\$1,259.51
				VACCUUM BELTS	\$101.94
THE MASTER'S TOUCH LLC	113356	2/29/2024	FINANCE	BPO - UB - STATEMENT PRINTING AND MAILING	\$6,305.68
THE PRESSURE DR	113515	3/7/2024	FLTMAINT	SHOP PRESSURE WASHER REPAIR	\$2,095.42
THE UPS STORE	113541	3/7/2024	POLICE	BPO PD MAIL SERVICE	\$106.65
THOMAS DEAN & HOSKINS OF IDAHO INC	113533	3/7/2024	TRANSITCAP	TRANSIT COMMUNITY CENTER BUS STOP DESIGN	\$4,076.00
THOMAS K THOMPSON DBA SPORT TRUCK CENTER	113528	3/7/2024	FLTMAINT	CANOPY & DRAWERS FOR FY23 RESCUE PICKUP	\$5,239.00
THOMSON REUTERS - WEST	113534	3/7/2024	LEGAL	BPO-LEGAL-WESTLAW CHARGES FOR FY24	\$990.67
TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS INC	113535	3/7/2024	POLICE	BPO PD TLO ACCESS FEES FOR INVESTIGATIONS	\$125.00
TRAPEZE SOFTWARE GROUP INC	113368	2/29/2024	TRANSITOP	TRANSIT ROUTEMATCH DISP SOFTWARE JANUARY-JUNE 24	\$36,559.17
TRIBUNE PUBLISHING CO	113537	3/7/2024	COMDEV	BPO-CD-P&ZC PUBLISHED NOTICES FOR PUBLIC HEARINGS	\$415.04
			EXECUTIVE	BPO -EXEC - PUBLIC HEARING/ORDINANCE PUBLICATIONS	\$193.16
				LIVING LEWISTON/PROGRAM GUIDE/MAGAZINE - SPRING	\$435.07
				PUR - SURPLUS AUCTION AD FY24	\$58.45
			HR	LIVING LEWISTON/PROGRAM GUIDE/MAGAZINE - SPRING	\$43.50



Voucher's Payable

			LIBRARY	LIVING LEWISTON/PROGRAM GUIDE/MAGAZINE - SPRING	\$348.07
			POLICE	LIVING LEWISTON/PROGRAM GUIDE/MAGAZINE - SPRING	\$43.50
			RECREATION	LIVING LEWISTON/PROGRAM GUIDE/MAGAZINE - SPRING	\$1,044.17
			TRNSPN	LIVING LEWISTON/PROGRAM GUIDE/MAGAZINE - SPRING	\$174.04
TRI-STATE HEALTH SERVICES	113536	3/7/2024	TRANSITOP	BPO - TRANSIT DRIVER DOT PHYSICAL FEES	\$300.00
TW ENTERPRISES INC	113538	3/7/2024	WATER	PW-WTP-SOUTHPORT #1 BOOSTER REPAIRS; QUOTE ATTCHD	\$3,620.60
UNIFORMS2GEAR INC	113539	3/7/2024	POLICE	PD BALLISTIC VESTS AND CARRIERS FOR WILBERT AND FU	\$2,641.68
UNITED RENTALS (NORTH AMERICA), INC.	113540	3/7/2024	TRNSPN	PW-TRENCH/SHORING TRAINING 2/6/24	\$1,440.00
			WATER	PW-TRENCH/SHORING TRAINING 2/6/24	\$1,620.00
			WSTWTR	PW-TRENCH/SHORING TRAINING 2/6/24	\$540.00
URM STORES INC	113542	3/7/2024	RECREATION	BPO- SEN NUTRITION-FOOD AND CLEANING SUPPLIES	\$656.13
			WSTWTR	BPO PW WWTP SUPPLIES	\$9.98
US FOODS - SPOKANE	113543	3/7/2024	RECREATION	BPO FOOD SUPPLIES FOR SENIOR NUTRITION LUNCHES	\$2,072.36
USABUEBOOK	113544	3/7/2024	WSTWTR	BPO PW WWTP LAB SUPPLIES	\$636.99
VALLEY WASTE DISPOSAL LLC	113546	3/7/2024	SANITATION	BPO - PW - FY24 NON-MUNICIPAL SW DISPOSAL	\$10,145.51
WASHINGTON STATE SUPPORT REGISTRY	113409	3/7/2024	ADMSVC	Payroll Run 1 - Warrant 030724	\$358.86
WELLS FARGO	113443	3/7/2024	FINANCE	JAN-MAR CREDIT ON WELLS FARGO CARD	(\$79.33)
			FIRE	BPO FIRE - COSTCO - STATION SUPPLIES	\$602.81
				FIRE - COSTCO - LFD AWARDS BANQUET SUPPLIES	\$90.28
			LIBRARY	LIB - COSCO CONVERTIBLE HAND TRUCK	\$108.19
			POLICE	PD 2 TB HARD DRIVES FOR INVESTIGATIONS AND MONIT	\$879.75
				PD FIVE COMPUTER MONITORS AND OFFICE SUPPLIES	\$1,740.75
			RECREATION	DADDY DAUGHTER DANCE SUPPLIES	\$276.93
WESTERN FLOORS INC	113547	3/7/2024	RECREATION	NEW COUNTERTOP FOR CC KITCHEN	\$2,965.77
WESTERN RECYCLERS INC	113548	3/7/2024	FINANCE	BPO - FIN - WESTERN RECYCLERS - SHREDDING	\$34.68
			FIRE	BPO FIRE - WESTERN RECYCLERS - DOC DESTRUCTION	\$52.00
			HR	BPO - FIN - WESTERN RECYCLERS - SHREDDING	\$17.32
			POLICE	BPO PD SHREDDING SERVICES	\$52.00
			TRNSPN	BPO - PW - SHREDDING SERVICES	\$45.00
WESTERN STATES EQUIPMENT	113549	3/7/2024	WATER	PW-WTD-FILTERS FOR BACKHOE	\$174.11



Voucher's Payable

WILLIAM WICKS	113405	3/7/2024	FIRE	MEALS: MARCH MAYHEM TRAINING: 03/15/24	\$167.00
WITMER PUBLIC SAFETY GROUP INC	113550	3/7/2024	FIRE	FIRE - FIRESTORE - ENGINEER PINS	\$15.75
				FIRE - WITMER - WILDLAND SHIRTS	\$1,121.95
WSCCCE	113410	3/7/2024	ADMSVC	Payroll Run 1 - Warrant 030724	\$1,879.33
WSCFF EMPLOYEE BENEFIT TRUST	113411	3/7/2024	ADMSVC	Payroll Run 1 - Warrant 030724	\$3,900.00
ZACHERY PHILIP RAWLS	113366	2/29/2024	RECREATION	REFEREED 4 GAMES @ \$30/GAME	\$120.00
ZIEGLER BUILDING CENTER	113552	3/7/2024	WATER	BPO PW DISTRIB OP SPLYS	\$5.24
				BPO PW WTP OP SPLYS	\$23.76
ZOLL MEDICAL CORPORATION GPO	113553	3/7/2024	FIRE	BPO FIRE - ZOLL MEDICAL - SUPPLIES	\$2,148.00
ZOOM VIDEO COMMUNICATIONS, INC	113554	3/7/2024	INFOSYSTMS	ZOOM LICENSING	\$41,162.95
Total					\$1,379,307.02



CITY COUNCIL MEETING AGENDA ITEM SUMMARY

ITEM TITLE BID AWARD: IFB-24-001 WASTEWATER IMPROVEMENT PROJECT (WW060)	AGENDA NO. VI. A. AGENDA DATE: March 25, 2024
ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.) Bid documents were distributed through our online plan center and legal advertising requirements were met. Three (3) bid packages were received, with two (2) determined to be responsive. Titan Technologies was the lowest bidder for the project base bid and add alternates 1, 2 & 3. Bid package, bid tab, and engineers' memo are attached. Pipeline replacement is scheduled and budgeted for on an annual basis.	
BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources) The total bid from Titan Technologies was \$3,368,576.50. This amount is 14.2% below the engineer's estimate of \$3,924,323.00. Basin 6G will use FY24 budget, but Add Alt 1 & 2 will require a budget amendment of \$1.1 million: \$400,000 utilizing equity buy-in fees and the remaining \$700,000 will utilize capital reserves. Add Alt 3 will utilize Water's pipeline replacement budget.	
ACTION PROPOSED Staff recommends award of the Base Bid and Add Alternates 1,2,& 3 for wastewater and water pipeline replacement to Titan Technologies, Inc., for a total of \$3,368,576.50 and authorization for the Mayor to execute the contract.	

Memo



Prepared For: Candida McHargue, Purchasing Coordinator

Prepared By: Joe Kaufman, PE, Engineering Project Supervisor : Wastewater-Stormwater

Date: March 5, 2024

Subject: Wastewater Improvement Project 6G, 4C, & SRA: IFB-24-001
Recommendation to Award Contract

We have reviewed the three (3) bid packages received for the above referenced project on February 22, 2024 and have deemed two (2) of the bids to be responsive. Debco Construction and Titan Technologies submitted the bids as shown in the attached itemized Bid Tabulation.

I recommend the City award the 2023 Wastewater Improvement Project Base Bid and Alternates 1, 2, & 3 to the lowest responsive bidder, Titan Technologies for a total of \$3,368,676.50. The contractor and listed subcontractors have current public works licenses in the State of Idaho. The total is \$555,646.50 (14.2%) under the engineer's estimate of \$3,924,323.00.

The work generally consists of The Base Bid replaces approximately 3,750' of sanitary sewer main in central Lewiston near McSorley Elementary. Add Alternative 1 work involves replacing approximately 2,900' of sanitary sewer main in the southeast area of Memorial Bridge. Add Alternative 2 work involves 980' of large diameter sewer replacement along Snake River Avenue. Add Alternative 3 work will replace 550' water line in 22nd Street in the same work area as Alternate 1. This work also includes the work associated with sewer main replacement such as reconnecting sewer services, surface restorations, manhole replacements, by-pass pumping, traffic control, etc.

Expenditures for construction will be paid for by the Wastewater Enterprise fund on the Base Bid and Alternates 1 and 2. Alternate 3 will be paid for by the Water Enterprise fund.

The construction contract for this project is attached. Please complete the contract between Titan Technologies, Inc. and the City of Lewiston. It is anticipated that the City Council will approve this contract at their next meeting.

EC: Public Works Director; Utility System Manager; City Engineer; File

G:\Shared drives\Public Works CAPITAL\Wastewater\Wastewater Collections\WW060 2023
WWIMPVMENTS-6G\Bid Docs\WW060_Recomendation to Award Memo.docx

Client: City of Lewiston		BIDDER NAME ADDRESS		ENGINEER'S ESTIMATE City of Lewiston 1134 "F" Street Lewiston, ID 83501		Titan Technologies Inc.		Debco Construction		Roach Construction	
Project: 2023 Wastewater Improvement Project: Basin 6G, 4C, SRA											
Project #: WW060, IFB-24-001											
Bid Opening: February 22, 2024											
ITEM NO.	ITEM DESCRIPTION	EST. QUAN.	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
Basin 6G											
1	Gravity Sewer Pipe - Size 8"	8319	LF	\$ 140.00	\$ 1,164,660.00	\$ 102.50	\$ 852,697.50	\$ 270.00	\$ 2,246,130.00	\$ 97.00	\$ 806,943.00
2	Sanitary Sewer Manhole - Type 1	38	EA	\$ 8,500.00	\$ 323,000.00	\$ 6,318.00	\$ 240,084.00	\$ 3,000.00	\$ 114,000.00	\$ 11,250.00	\$ 427,500.00
4	Sewer Service Line - Size 4"	2060	LF	\$ 140.00	\$ 288,400.00	\$ 55.00	\$ 113,300.00	\$ 120.00	\$ 247,200.00	\$ 25.00	\$ 51,500.00
5	Sewer Service Connection to Main	206	EA	\$ 1,700.00	\$ 350,200.00	\$ 2,101.00	\$ 432,806.00	\$ 700.00	\$ 144,200.00	\$ 4,780.00	\$ 984,680.00
6	Sewage Bypass Systems	1	EA	\$ 15,000.00	\$ 15,000.00	\$ 42,840.00	\$ 42,840.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00
7	Construction Traffic Control	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 100,000.00	\$ 100,000.00	\$ 120,000.00	\$ 120,000.00	\$ 30,000.00	\$ 30,000.00
8	Mobilization	1	LS	\$ 245,000.00	\$ 245,000.00	\$ 200,000.00	\$ 200,000.00	\$ 280,000.00	\$ 280,000.00	\$ 45,000.00	\$ 45,000.00
Basin 6G Subtotal					\$ 2,416,260.00		\$ 1,981,727.50		\$ 3,211,530.00		\$ 2,405,623.00
Add Alt. 1: Basin 4C - Sewer Main											
9	Gravity Sewer Pipe - Size 8"	2249	LF	\$ 140.00	\$ 314,860.00	\$ 84.00	\$ 188,916.00	\$ 290.00	\$ 652,210.00	\$ 97.00	\$ 218,153.00
10	Gravity Sewer Pipe - Size 10"	646	LF	\$ 168.00	\$ 108,528.00	\$ 106.50	\$ 68,799.00	\$ 305.00	\$ 197,030.00	\$ 125.00	\$ 80,750.00
11	Sanitary Sewer Manhole - Type 1	6	EA	\$ 8,500.00	\$ 51,000.00	\$ 7,593.00	\$ 45,558.00	\$ 3,200.00	\$ 19,200.00	\$ 12,500.00	\$ 75,000.00
12	Frame, Cover and Concrete Collar	12	EA	\$ 1,300.00	\$ 15,600.00	\$ 1,634.00	\$ 19,608.00	\$ 450.00	\$ 5,400.00	\$ 700.00	\$ 8,400.00
13	Connect to Existing Sanitary Sewer Manhole	12	EA	\$ 1,100.00	\$ 13,200.00	\$ 1,104.00	\$ 13,248.00	\$ 1,000.00	\$ 12,000.00	\$ 800.00	\$ 9,600.00
14	Sewer Service Line - Size 4"	318	LF	\$ 140.00	\$ 44,520.00	\$ 55.00	\$ 17,490.00	\$ 100.00	\$ 31,800.00	\$ 25.00	\$ 7,950.00
15	Sewer Service Connection to Main	76	EA	\$ 1,700.00	\$ 129,200.00	\$ 2,290.00	\$ 174,040.00	\$ 700.00	\$ 53,200.00	\$ 5,700.00	\$ 433,200.00
16	Sewage Bypass Systems	1	EA	\$ 10,000.00	\$ 10,000.00	\$ 8,568.00	\$ 8,568.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
17	Construction Traffic Control	1	LS	\$ 18,000.00	\$ 18,000.00	\$ 33,700.00	\$ 33,700.00	\$ 40,000.00	\$ 40,000.00	\$ 15,000.00	\$ 15,000.00
18	Mobilization	1	LS	\$ 70,000.00	\$ 70,000.00	\$ 50,000.00	\$ 50,000.00	\$ 20,000.00	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00
Add Alt. 2: 2B – Basin 4C Subtotal					\$ 774,908.00		\$ 619,927.00		\$ 1,055,840.00		\$ 883,053.00
Add Alt. 2: Snake River Avenue Sewer Main											
19	Gravity Sewer Pipe - Size 18"	693	LF	\$ 400.00	\$ 277,200.00	\$ 264.00	\$ 182,952.00	\$ 550.00	\$ 381,150.00		\$ -
20	Gravity Sewer Pipe - Size 24"	284	LF	\$ 450.00	\$ 127,800.00	\$ 531.00	\$ 150,804.00	\$ 575.00	\$ 163,300.00		\$ -
22	Sanitary Sewer Manhole - Type 1	4	EA	\$ 10,000.00	\$ 40,000.00	\$ 11,056.00	\$ 44,224.00	\$ 4,500.00	\$ 18,000.00		\$ -
23	Connect to Existing Sanitary Sewer Manhole	1	EA	\$ 2,000.00	\$ 2,000.00	\$ 3,482.00	\$ 3,482.00	\$ 1,000.00	\$ 1,000.00		\$ -
24	Sewage Bypass Systems	1	EA	\$ 30,000.00	\$ 30,000.00	\$ 17,850.00	\$ 17,850.00	\$ 10,000.00	\$ 10,000.00		\$ -
25	Construction Traffic Control	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 60,000.00	\$ 60,000.00	\$ 20,000.00	\$ 20,000.00		\$ -
26	Mobilization	1	LS	\$ 51,000.00	\$ 51,000.00	\$ 100,000.00	\$ 100,000.00	\$ 15,000.00	\$ 15,000.00		\$ -
Add Alt. 2: Snake River Avenue Sewer Main					\$ 553,000.00		\$ 559,312.00		\$ 608,450.00		\$ -
Add Alt. 3: 4C – Water Line											
27	Removal of Bituminous Surface	342	SY	\$ 18.00	\$ 6,156.00	\$ 28.50	\$ 9,747.00	\$ 10.00	\$ 3,420.00		\$ -
28	Removal Water Main & Appurtenances	4	LF	\$ 700.00	\$ 2,800.00	\$ 762.00	\$ 3,048.00	\$ 200.00	\$ 800.00		\$ -
29	Water Main Pipe - 6" Ductile Iron CL 350	4	LF	\$ 120.00	\$ 480.00	\$ 311.00	\$ 1,244.00	\$ 200.00	\$ 800.00		\$ -
30	Water Main Pipe - 8" C900, DR18	550	LF	\$ 135.00	\$ 74,250.00	\$ 108.00	\$ 59,400.00	\$ 150.00	\$ 82,500.00		\$ -
31	Water Main Fitting - 8"	6	EA	\$ 600.00	\$ 3,600.00	\$ 2,238.00	\$ 13,428.00	\$ 1,000.00	\$ 6,000.00		\$ -
32	Connect to Existing - 8"	1	EA	\$ 7,000.00	\$ 7,000.00	\$ 2,258.00	\$ 2,258.00	\$ 3,500.00	\$ 3,500.00		\$ -
33	Valve - 6" Gate	1	EA	\$ 3,500.00	\$ 3,500.00	\$ 3,741.00	\$ 3,741.00	\$ 1,700.00	\$ 1,700.00		\$ -
34	Hydrant	1	EA	\$ 9,000.00	\$ 9,000.00	\$ 7,891.00	\$ 7,891.00	\$ 6,500.00	\$ 6,500.00		\$ -
35	Water Service Connection - 3/4"	14	EA	\$ 2,000.00	\$ 28,000.00	\$ 1,970.00	\$ 27,580.00	\$ 1,800.00	\$ 25,200.00		\$ -
36	Water Service Pipe - 3/4"	143	LF	\$ 35.00	\$ 5,005.00	\$ 140.00	\$ 20,020.00	\$ 125.00	\$ 17,875.00		\$ -
37	Plant Mix Pavement, 3" thk, SP-3, PG 58-28, 1/2" Agg.	342	SY	\$ 42.00	\$ 14,364.00	\$ 89.00	\$ 30,438.00	\$ 125.00	\$ 42,750.00		\$ -
38	Construction Traffic Control	1	LS	\$ 6,000.00	\$ 6,000.00	\$ 8,415.00	\$ 8,415.00	\$ 16,000.00	\$ 16,000.00		\$ -
39	Mobilization	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 20,500.00	\$ 20,500.00	\$ 10,000.00	\$ 10,000.00		\$ -
Add Alt. 3: 4C – Water Line					\$ 180,155.00		\$ 207,710.00		\$ 217,045.00		\$ -
BASE BID TOTAL					\$ 2,416,260.00		\$ 1,981,727.50		\$ 3,211,530.00		\$ 2,405,623.00
ADD ALT. 1, ADD ALT.2, ADD ALT 3 Total					\$ 1,508,063.00		\$ 1,386,949.00		\$ 1,881,335.00		\$ 883,053.00
BASE BID AND ADD ALT.1, 2, 3 TOTAL					\$ 3,924,323.00		\$ 3,368,676.50		\$ 5,092,865.00		\$ 3,288,676.00

**IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPWC)
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT
(STIPULATED PRICE)**

THIS AGREEMENT (“Agreement”) is entered into by and between the City of Lewiston, an Idaho municipal corporation (“OWNER”), Titan Technologies, Inc, a Idaho Corporation (“CONTRACTOR”). OWNER and CONTRACTOR may also individually be referred to as a “Party” or collectively as “Parties.”

In consideration of the mutual covenants and agreements herein contained, OWNER and CONTRACTOR hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The Base Bid work involves replacing sanitary sewer main in central Lewiston near McSorley Elementary by means of open trench or pipe bursting. Add Alternative 1 work involves replacing sanitary sewer main in the southeast area of Memorial Bridge by means of open trench and by pipe bursting. Add Alternative 2 involves replacing sanitary sewer main along sections Snake River Avenue by means of open trench and by pipe bursting. Add Alternative 3 involves replacing water line on 22nd Street. This work included sewer/water main replacement such as reconnecting services, fire hydrants, valves, surface restorations, manhole replacements, by-pass pumping, traffic control, etc. This project is funded by the City of Lewiston. (“Work”)

ARTICLE 2 – PROJECT

- 2.01 The Project to which the Work relates is generally described as follows:

2023 Wastewater Improvement Project (WW060) (IFB-24-001) (“Project”)

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by J-U-B Engineers, Inc and the OWNER. The OWNER’s Project Supervisor, **Joe Kaufman, P.E.** (ENGINEER), is to act as OWNER’S representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

- 4.02 *Dates for Substantial Completion and Final Payment*

- A. The Base Bid Work will be substantially complete within 110 consecutive working days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions. The Work will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 15 consecutive working days of substantial completion.
- B. If Add Alternative 1 is awarded, an additional 35 consecutive working days will be added to the accumulative total of contract time (Base Bid plus any combination of Add Alts) to substantial completion.

- C. If Add Alternative 2 is awarded, an additional 20 consecutive working days will be added to the accumulative total of contract time (Base Bid plus any combination of Add Alts) to substantial completion.
- D. If Add Alternative 3 is awarded, an additional 20 consecutive working days will be added to the accumulative total of contract time (Base Bid plus any combination of Add Alts) to substantial completion.

4.03 Liquidated Damages

- A. CONTRACTOR and OWNER recognize that time is of the essence, as stated in Paragraph 4.01 above, and that OWNER will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. The Parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER Two Thousand Dollars **(\$2000.00)** for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER Two Thousand Dollars **(\$2000.00)** for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 5.01.A below:

- A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work multiplied by the actual quantity of that item:

2023 Wastewater Improvement Project Basin (WW060) (IFB-24-001)						
Item #	ISPWC #	Description	QT	Unit	Unit Price	Total
Base Bid						
Lines A-N						
1	501.4.1.B.1	Gravity Sewer Pipe - Size 8"	8,319	LF	102.50	852,697.50
2	502.4.1.A.1	Sanitary Sewer Manhole - Type 1	38	EA	6,318.00	240,084.00
3	504.4.1.A.1	Sewer Service Line - Size 4"	2,060	LF	55.00	113,300.00
4	504.4.1.D.1	Sewer Service Connection to Main	206	EA	2,101.00	432,806.00
5	512.4.1.A.1	Sewage Bypass Systems	1	LS	42,840.00	42,840.00
6	1103.4.1.A.1	Construction Traffic Control	1	LS	100,000.00	100,000.00
7	2010.4.1.A.1	Mobilization	1	LS	200,000.00	200,000.00
Total Base Bid		\$1,981,727.50				

Add Alternative 1						
Basin 4C						
8	501.4.1.B.1	Gravity Sewer Pipe - Size 8"	2,249	LF	84.00	188,916.00
9	501.4.1.B.1	Gravity Sewer Pipe - Size 10"	646	LF	106.50	68,799.00
10	502.4.1.A.1	Sanitary Sewer Manhole - Type 1	6	EA	7,593.00	45,558.00
11	502.4.1.A.3	Frame, Cover and Concrete Collar	12	EA	1,634.00	19,608.00
12	502.4.1.F.1	Connect to Existing Sanitary Sewer Manhole	12	EA	1,104.00	13,248.00
13	504.4.1.A.1	Sewer Service Line - Size 4"	318	LF	55.00	17,490.00
14	504.4.1.D.1	Sewer Service Connection to Main	76	EA	2,290.00	174,040.00
15	512.4.1.A.1	Sewage Bypass Systems	1	LS	8,568.00	8,568.00
16	1103.4.1.A.1	Construction Traffic Control	1	LS	33,700.00	33,700.00
17	2010.4.1.A.1	Mobilization	1	LS	50,000.00	50,000.00
Total Add Alt. 1		\$619,927.00				
Add Alternative 2						
Snake River Ave.						
18	501.4.1.B.1	Gravity Sewer Pipe - Size 18"	693	LF	264.00	182,952.00
19	501.4.1.B.1	Gravity Sewer Pipe - Size 24"	284	LF	531.00	150,804.00
20	502.4.1.A.1	Sanitary Sewer Manhole - Type 1	4	EA	11,056.00	44,224.00
21	502.4.1.F.1	Connect to Existing Sanitary Sewer Manhole	1	EA	3,482.00	3,482.00
22	512.4.1.A.1	Sewage Bypass Systems	1	LS	17,850.00	17,850.00
23	1103.4.1.A.1	Construction Traffic Control	1	LS	60,000.00	60,000.00
24	2010.4.1.A.1	Mobilization	1	LS	100,000.00	100,000.00
Total Add Alt. 2		\$559,312.00				
Add Alternative 3						
22 nd Street Waterline Replacement						
25	201.4.1.D.1	Removal of Bituminous Surface	342	SY	28.50	9,747.00
26	201.4.1.F.1	Removal Water Main & Appurtenances	4	EA	762.00	3,048.00
27	401.4.1.A.2	Water Main Pipe - 6" Ductile Iron CL 350	4	LF	311.00	1,244.00
28	401.4.1.A.4	Water Main Pipe - 8" C900, DR18	550	LF	108.00	59,400.00
29	401.4.1.B.3	Water Main Fitting - 8"	6	EA	2,238.00	13,428.00
30	401.4.1.C.3	Connect to Existing - 8"	1	EA	2,258.00	2,258.00
31	402.4.1.A.1	Valve - 6" Gate	1	EA	3,741.00	3,741.00
32	403.4.1.A.1	Hydrant	1	EA	7,891.00	7,891.00
33	404.4.1.A.1	Water Service Connection - 3/4"	14	EA	1,970.00	27,580.00
34	404.4.1.B.1	Water Service Pipe - 3/4"	143	LF	140.00	20,020.00
35	810.4.1.A.3	Plant Mix Pavement, 3" thk, SP-3, PG 58-28, 1/2" Agg.	342	SY	89.00	30,438.00
36	1103.4.1.A.1	Construction Traffic Control	1	LS	8,415.00	8,415.00
37	2010.4.1.A.1	Mobilization	1	LS	20,500.00	20,500.00
Total Add Alt. 3		\$207,710.00				
Total (Base Bid, Alt. 1, Alt. 2, & Alt 3)		\$3,368,676.50				

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Article 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER, as provided in Article 10.05 of the General Conditions.

B. Total of Unit Price Work (subject to final Unit Price adjustment) \$3,368,676.50.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by ENGINEER, as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment twice each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Article 2.03.A of the General Conditions (in the case of Unit Price Work, based on the number of units completed) or, in the event there is no schedule of values, as provided in Article 15.01 of the General Conditions.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, including, but not limited to, liquidated damages in accordance with Article 15.01 of the General Conditions.

a. **Ninety-five percent (95%)** of Work completed (with the balance being retainage); and

b. **Ninety-five percent (95%)** of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to ninety-five percent (95%) of the Work completed, less such amounts as ENGINEER shall determine in accordance with Article 15.01.C.5 of the General Conditions, and less ninety-five percent (95%) of ENGINEER'S estimate of the value of Work to be completed or corrected, as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion. If, at Substantial Completion, the character and progress of the Work has been satisfactory, OWNER may, in OWNER'S sole discretion, reduce the amount of retainage being held.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Article 15.06 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER, as provided in said Article 15.06.

ARTICLE 7 – INTEREST

7.01 THIS ARTICLE RESERVED

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 CONTRACTOR makes the following representations:

- A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-5.03 of the Supplementary Conditions as containing reliable "technical data;" and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-5.06 of the Supplementary Conditions as containing reliable "technical data."
- E. CONTRACTOR has considered the information known to CONTRACTOR; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- F. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, test, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder safety precautions and programs incident thereto.
- G. Based on the information and observations referred to in Paragraph 8.01.E and 8.01.F above, CONTRACTOR does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- H. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work, as indicated in the Contract Documents.
- I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- K. The CONTRACTOR is an appropriately licensed public works CONTRACTOR per Idaho Code § 54-1902.
- L. CONTRACTOR shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR'S compliance with any Laws or Regulations.

- M. CONTRACTOR shall submit, within thirty (30) days of the date of this Agreement, a Public Works Contract Report (Form WH-5) to the Idaho State Tax Commission in compliance with Idaho Code §§ 54-1904A and 63-3624(f).

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following and shall govern in the following order in case of any conflict among them:
1. The following, which may be delivered or issued on or after the Effective Date of the Agreement:
 - a. Change Orders
 - b. Work Change Directives
 - c. Notice to Proceed
 2. This Agreement (ISPWC Section 00520)
 3. Addenda (numbers 1 to 3)
 4. Drawings consisting of 36 sheets with each sheet bearing the following general title: 2023 Lewiston Wastewater Improvement Project.
 5. Special Provisions (ISPWC Section 00820, as amended for this Agreement)
 6. Supplementary Conditions (ISPWC Section 00800, as amended for this Agreement)
 7. Instructions to Bidders (ISPWC Section 00200, as amended for this Agreement)
 8. General Conditions (2020 ISPWC Division 100)
 9. Standard Specifications and Standard Drawings – Idaho Standards for Public Works Construction
 10. CONTRACTOR’S Bid (ISPWC Section 00410 and all attachments thereto)
 11. Documentation submitted by CONTRACTOR prior to Notice of Award
 12. CONTRACTOR’S Affidavits, including Non-Collusion Affidavit (ISPWC Section 00460), Contractor’s Affidavit Concerning Taxes (ISPWC Section 00465), and Contractor’s Affidavit Concerning Alcohol and Drug-Free Workplace (ISPWC Section 00470)
 13. CONTRACTOR’S Performance Bond for this Agreement (ISPWC Section 00610)
 14. CONTRACTOR’S Payment Bond for this Agreement (ISPWC Section 00615)
 15. Other Bonds Secured by CONTRACTOR for this Agreement
 - a. N/A
- B. The documents listed in Paragraph 9.01.A are incorporated by reference into this Agreement.
- C. There are no Contract Documents other than those listed above in Paragraph 9.01.A.

- D. The Contract Documents may only be amended, modified, or supplemented as provided in Article 11.01 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. No assignment by a Party of any rights under or interests in this Agreement will be binding on the other Party without the written consent of the Party sought to be bound; and, specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other Party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents may be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. CONTRACTOR certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing this Agreement. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Agreement execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made to: (a) influence the bidding process or the execution of the Agreement to the detriment of OWNER, (b) establish Bid or Contract prices at artificial non-competitive levels, or (c) deprive OWNER of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of OWNER, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Agreement.
- B. Anti-Boycott Against Israel Act: If this Agreement: (1) Is to acquire or dispose of services, supplies, information technology, or construction; (2) has a potential value of One Hundred Thousand Dollars (\$100,000) or more; and (3) Contractor is a company with ten (10) or more employees, then, pursuant to

Idaho Code § 67-2346, Contractor certifies that Contractor is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of goods or services from Israel or territories under Israel's control. The terms "company" and "boycott Israel" shall have the meanings ascribed to them in Idaho Code § 67-2346.

- C. **No Public Funds for Abortion Act:** Pursuant to Idaho Code § 18-8703, Contractor certifies that it is not, and will not for the duration of the Agreement, become an abortion provider or an affiliate of an abortion provider, as those terms are defined in the "No Public Funds for Abortion Act," Idaho Code §§ 18-8701 et seq.
- D. **Contract with Company Owned or operated by the Government of China Prohibited:** Pursuant to Idaho Code § 67-2359, Contractor certifies that Contractor is not a company currently owned or operated by the government of China and will not for the duration of this Agreement be owned or operated by the government of China. The terms "company" and "government of China" shall have the meanings ascribed to them in Idaho Code § 67-2359.

10.06 *Other Provisions*

- A. **Independent Contractor.** The Parties agree that CONTRACTOR is an independent contractor, with no employment relationship with the City of Lewiston.
- B. **Contracting Authority.** CONTRACTOR warrants that the signatory to this Agreement has the authority to fully bind CONTRACTOR to enter into and be obligated to perform the duties set forth herein.
- C. **Indemnification.** CONTRACTOR shall defend, indemnify, and hold OWNER, its officers, agents, and employees harmless for all claims, losses, actions, damages, judgments, costs, expenses, and/or injuries to persons or property arising out of or in connection with any activities, acts, or omissions of CONTRACTOR, its officers, agents or employees. In the event OWNER is alleged to be liable on account of any activities, acts, or omissions of CONTRACTOR, its officers, agents or employees, then CONTRACTOR shall defend such allegations through counsel chosen by OWNER; and CONTRACTOR shall bear all costs, fees, and expenses of such defense, including, but not limited to, all attorney fees and expenses, court costs, and expert witness fees and expenses. This duty shall survive the termination or expiration of this Agreement.
- D. **Notices.** 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:

OWNER: City of Lewiston
 Director of Public Works
 P.O. Box 617
 Lewiston, Idaho 83501

CONTRACTOR: Titan Technologies
 5717 West Albatros Street
 Boise, Idaho 83705

- E. **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, State of Idaho.
- F. **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.

- G. **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.
- H. **Attorney Fees.** In the event a controversy, claim, or action arises between the Parties to this Agreement regarding the enforcement of its terms and conditions, or the breach of any of its provisions, the prevailing Party shall be entitled to recover from the other Party all costs and expenses incurred by the prevailing Party, including reasonable attorney fees, regardless of whether such controversy, claim, or action is prosecuted to judgment or appealed.
- I. **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.
- J. **Use of City Name.** CONTRACTOR shall not include the name, logo, or any identifying marks of the City of Lewiston in any advertising, sales promotion, or other publicity matter.
- K. **Non-Discrimination.** CONTRACTOR shall not refuse to hire any person, including any subcontractor, because of such person's race, creed, sex, color, national origin, ancestry, religion, physical or mental disability, marital or familial status, sexual orientation, or gender identity/expression, unless based on a bona fide occupational qualification.
- L. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
- M. **Force Majeure.** Neither Party shall be liable for any failure to perform as required by this Agreement to the extent that such failure to perform is caused by any reason beyond the Party's control, or by reason of any of the following: labor disturbances or disputes, accidents, failure of any required governmental approval, civil disorders, acts of aggression, acts of God, failure of utilities, mechanical shutdowns, material shortages, disease, or similar occurrences.
- N. **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, representations, or agreements, either verbal or written, between the Parties are superseded by this Agreement.
- O. **Non-Appropriation.** Contractor understands that City is strictly bound by Article VIII, § 3 of the Idaho Constitution, which prohibits City from incurring any indebtedness or liability, in any manner, beyond its current fiscal year, which is October 1 through September 30. All automatic renewals of this Agreement are wholly contingent upon the annual appropriation of funds for this Agreement. Said appropriations may be made solely at the option and discretion of the City. In the event that City does not appropriate funds for this Agreement for an ensuing fiscal year, for any reason, City may terminate this Agreement without penalty.

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

DATED this _____ day of _____ 2024.

OWNER:

City of Lewiston

By: _____

Title: _____

[CORPORATE SEAL]

Attest _____

(If OWNER is a corporation, attach evidence of authority to sign. If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of OWNER-CONTRACTOR Agreement.)

Designated Representative:

Name: Joe Kaufman

Title: Engineering Project Supervisor

Address: 215 "D" Street, P.O. Box 617

Lewiston, ID 83501

Phone: 208-790-8800

Facsimile: 888-397-8634

CONTRACTOR:

Titan Technologies

By: Clifton Cox

Title: Office/Project Manager

[CORPORATE SEAL]

Attest Roger W. Thompson

License No. 15853-unlimited -4
(When Applicable)

Agent for service of process: N/A

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Name: Clifton Cox

Title: Office/Project Manager

Address: 5717 West Albatross Street

Boise, Idaho 83705

Phone: 208-573-2128

Facsimile: 208-363-9531



CITY COUNCIL MEETING AGENDA ITEM SUMMARY

ITEM TITLE RESOLUTION 2024-8	AGENDA NO. VI. B. AGENDA DATE: March 25, 2024
ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.) Adoption of Resolution 2024-8 is required for the City to receive a \$250,000 Community Development Block Grant (CDBG) CARES grant for the Pioneer Park playground project. This Resolution prohibits discrimination based on actual or perceived race, color, national origin, ancestry, religion, creed, sex, age, marital or familial status, physical or mental disability, sexual orientation, or gender identity/expression.	
BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources) None	
ACTION PROPOSED Council Approval of Resolution 2024-8	

RESOLUTION 2024-8

A RESOLUTION ENCOURAGING EQUAL OPPORTUNITY IN HOUSING

WHEREAS, discrimination on the basis of race, color, religion, sex, national origin, handicap, or familial status in the sale, rental, advertising, leasing, or financing of housing or land to be used for construction of housing or in the provision of brokerage services is prohibited by Title VIII of the 1968 Civil Rights Act (Federal Fair Housing Law) and the Fair Housing Amendments Act of 1988;

WHEREAS, pursuant to Chapter 38 of the Lewiston City Code, the City of Lewiston also prohibits discrimination based upon actual or perceived race, color, national origin, ancestry, religion, creed, sex, age, marital or familial status, physical or mental disability, sexual orientation, or gender identity/expression; and

WHEREAS, it is the policy of the City of Lewiston to encourage equal opportunity in housing for all persons regardless of race, color, religion, sex, national origin, handicap, or familial status.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF LEWISTON, IDAHO:

SECTION 1: The City of Lewiston, within available resources, will assist all persons who feel they have been discriminated against because of race, color, religion, sex, national origin, handicap, or familial status to seek equity under federal and state laws by referring them to the U.S. Department of Housing and Urban Development, Office of Fair Housing and Equal Opportunity, Compliance Division.

SECTION 2: The City of Lewiston shall publicize this Resolution 2024-8 and through this publicity shall encourage owners of real estate, real estate brokers and sellers, rental owners, rental property managers, lenders, developers, builders, home buyers, and renters to become aware of their respective responsibilities and rights under the Federal Fair Housing Law and amendments and any applicable state or local laws or ordinances.

SECTION 3: This resolution shall become effective upon its passage.

PASSED this _____ day of _____ 2024.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

Tanya M. Brocke, City Clerk



CITY COUNCIL MEETING AGENDA ITEM SUMMARY

ITEM TITLE BID AWARD: IFB-24-004 LEWISTON POLICE DEPARTMENT GENERATOR	AGENDA NO. VI. C. AGENDA DATE: March 25, 2024
ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.) Bid documents for IFB-24-004 LPD Generator were distributed through our online plan center, meeting legal advertising requirements. We received six (6) bids, of which three (3) were responsive. Collier Electric's bid of \$210,952 was determined to be the lowest bid. The current diesel-powered backup generator at the Lewiston Police Department is insufficient to power all necessary systems during a power outage, including the 911 system and IT servers in the basement. Facilities have formally advertised the removal and replacement of this generator with a natural gas-fired one, including all required electrical and gas work for installation.	
BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources) Funds for the Lewiston Police Department generator replacement were approved in the FY24 Police Structures and Improvements Budget. The bid amount is less than the \$246,000 budgeted.	
ACTION PROPOSED Staff recommends that City Council accept Collier Electric's low bid of \$210,952 and authorization for the Mayor to execute the contract.	

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between City of Lewiston, an Idaho municipal corporation ("Owner") and Collier Electric ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: IFB-24-004 Lewiston Police Department Generator

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Removal of existing generator, replacement with new natural gas-fired generator and associated gas piping and electrical work.

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained Architects West, Inc. and Coffman Engineers ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by Coffman Engineers.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

- A. The Work will be substantially complete and ready for final payment in accordance with Paragraph 15.06 of the General Conditions by September 30, 2024.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time.

Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner \$500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500.00 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

4.04 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
 - A. For all Work a lump sum of \$210,952.00.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment up to twice each month during performance of the Work as provided in Paragraph 6.02.A.1

below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. Ninety Five (95) percent of the value of the Work completed (with the balance being retainage).
 - b. Ninety Five (95) percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to (95) percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less (95) percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. This article is reserved.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of the following and shall govern in the following order in case of conflict among them:
 1. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Change Orders.
 - b. Work Change Directives.
 - c. Field Orders.
 - d. Notice to Proceed.

2. This Agreement (2020 ISPWC Section 520) including any exhibits to this Agreement (enumerated as follows):
 - a. N/A
3. Addenda Number(s): 1 through 1
4. Drawings consisting of **six** sheets with each sheet bearing the following general title: Lewiston Police Department Generator.
5. Special Provisions and Supplementary Technical Specifications (2020 ISPWC Section 820).
6. Supplementary Conditions (2020 ISPWC Section 800).
7. Instructions to Bidders (2020 ISPWC Section 200).
8. General Conditions (2020 ISPWC Division 100).
9. Standard Specifications and Drawings – 2020 Idaho Standards for Public Works Construction (ISPWC).
10. Contractor's Bid (2020 ISPWC Section 410 and all attachments thereto).
11. Documentation submitted by Contractor prior to Notice of Award.
12. CONTRACTOR'S Affidavits, including Non-Collusion Affidavit (ISPWC Section 450), Contractor's Affidavit Concerning Taxes (ISPWC Section 951), and Contractor's Affidavit Concerning Alcohol and Drug-Free Workplace (ISPWC Section 460).
13. Bonds:
 - a. Performance bond (2020 ISPWC Section 610 together with power of attorney).
 - b. Payment bond (2020 ISPWC Section 615 together with power of attorney).
 - c. Other Bonds Secured by Contractor
 1. N/A
- B. The Contract Documents listed in Paragraph 7.01.A are incorporated by reference to this Agreement.
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
12. The Contractor is an appropriately licensed public works contractor per Idaho Code Section 54-1902.
13. Contractor shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring the Contractor's compliance with any Laws or Regulations.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- B. Anti-Boycott Against Israel Act: If this Agreement: (1) Is to acquire or dispose of services, supplies, information technology, or construction; (2) has a potential value of One Hundred Thousand Dollars (\$100,000) or more; and (3) Contractor is a company with ten (10) or more employees, then, pursuant to Idaho Code § 67-2346, Contractor certifies that Contractor is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of goods or services from Israel or territories under Israel's control. The terms "company" and "boycott Israel" shall have the meanings ascribed to them in Idaho Code § 67-2346.
- C. No Public Funds for Abortion Act: Pursuant to Idaho Code § 18-8703, Contractor certifies that it is not, and will not for the duration of the Agreement, become an abortion provider or an affiliate of an abortion provider, as those terms are defined in the "No Public Funds for Abortion Act," Idaho Code §§ 18-8701 et seq.
- D. Contract with Company Owned or operated by the Government of China Prohibited: Pursuant to Idaho Code § 67-2359, Contractor certifies that Contractor is not a company currently owned or operated by the government of China and will not for the duration of this Agreement be owned or operated by the government of China. The terms "company" and "government of China" shall have the meanings ascribed to them in Idaho Code § 67-2359.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are ISPMC Division 100, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

ARTICLE 9—OTHER (CITY) PROVISIONS

9.01 Other (City) Provisions

- A. **Independent Contractor.** The Parties agree that CONTRACTOR is an independent contractor, with no employment relationship with the City of Lewiston.
- B. **Contracting Authority.** CONTRACTOR warrants that the signatory to this Agreement has the authority to fully bind CONTRACTOR to enter into and be obligated to perform the duties set forth herein.
- C. **Indemnification.** CONTRACTOR shall defend, indemnify, and hold OWNER, its officers, agents, and employees harmless for all claims, losses, actions, damages, judgments, costs, expenses, and/or injuries to persons or property arising out of or in connection with any activities, acts, or omissions of CONTRACTOR, its officers, agents or employees. In the event OWNER is alleged to be liable on account of any activities, acts, or omissions of CONTRACTOR, its officers, agents or employees, then CONTRACTOR shall defend such allegations through counsel chosen by OWNER; and CONTRACTOR shall bear all costs, fees, and expenses of such defense, including, but not limited to, all attorney fees and expenses, court costs, and expert witness fees and expenses. This duty shall survive the termination or expiration of this Agreement.
- D. **Notices.** 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 on the signature page.
- E. **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, State of Idaho.
- F. **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.
- G. **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.
- H. **Attorney Fees.** In the event a controversy, claim, or action arises between the Parties to this Agreement regarding the enforcement of its terms and conditions, or the breach of any of its provisions, the prevailing Party shall be entitled to recover from the other Party all costs and expenses incurred by the prevailing Party, including reasonable attorney fees, regardless of whether such controversy, claim, or action is prosecuted to judgment or appealed.
- I. **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.
- J. **Use of City Name.** CONTRACTOR shall not include the name, logo, or any identifying marks of the City of Lewiston in any advertising, sales promotion, or other publicity matter.

- K. **Non-Discrimination.** CONTRACTOR shall not refuse to hire any person, including any subcontractor, because of such person's race, creed, sex, color, national origin, ancestry, religion, physical or mental disability, marital or familial status, sexual orientation, or gender identity/expression, unless based on a bona fide occupational qualification.
- L. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
- M. **Force Majeure.** Neither Party shall be liable for any failure to perform as required by this Agreement to the extent that such failure to perform is caused by any reason beyond the Party's control, or by reason of any of the following: labor disturbances or disputes, accidents, failure of any required governmental approval, civil disorders, acts of aggression, acts of God, failure of utilities, mechanical shutdowns, material shortages, disease, or similar occurrences.
- N. **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, representations, or agreements, either verbal or written, between the Parties are superseded by this Agreement.
- O. **NON-APPROPRIATION:** Contractor understands that City is strictly bound by Article VIII, § 3 of the Idaho Constitution, which prohibits City from incurring any indebtedness or liability, in any manner, beyond its current fiscal year, which is October 1 through September 30. All automatic renewals of this Agreement are wholly contingent upon the annual appropriation of funds for this Agreement. Said appropriations may be made solely at the option and discretion of the City. In the event that City does not appropriate funds for this Agreement for an ensuing fiscal year, for any reason, City may terminate this Agreement without penalty.

END OF SECTION 00520

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

Owner:

City of Lewiston

(typed or printed name of organization)

By: _____

(individual's signature)

Date: _____

(date signed)

Name: _____

(typed or printed)

Title: _____

(typed or printed)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Attest: _____

(individual's signature)

Title: _____

(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____

(typed or printed)

Title: _____

(typed or printed)

Address: _____

Phone: _____

Email: _____

Contractor:

Collier Electric LLC

(typed or printed name of organization)

By: _____

(individual's signature)

Date: _____

(date signed)

Name: _____

(typed or printed)

Title: _____

(typed or printed)

(If Contractor is a corporation, a partnership, limited liability company, or a joint venture, attach evidence of authority to sign.)

Attest: _____

(individual's signature)

Title: _____

(typed or printed)

Address for giving notices:

266 13th Street
Clarkston WA 99403

Designated Representative:

Name: _____

(typed or printed)

Title: _____

(typed or printed)

Address: _____

266 13th Street
Clarkston WA 99403

Phone: _____

Email: _____

Idaho License

No.: _____

(where applicable)

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between City of Lewiston, an Idaho municipal corporation ("Owner") and Collier Electric ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: IFB-24-004 Lewiston Police Department Generator

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Removal of existing generator, replacement with new natural gas-fired generator and associated gas piping and electrical work.

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained Architects West, Inc. and Coffman Engineers ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by Coffman Engineers.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

- A. The Work will be substantially complete and ready for final payment in accordance with Paragraph 15.06 of the General Conditions by September 30, 2024.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time.

Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner \$500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500.00 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

4.04 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. For all Work a lump sum of \$210,952.00.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment up to twice each month during performance of the Work as provided in Paragraph 6.02.A.1

below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. Ninety Five (95) percent of the value of the Work completed (with the balance being retainage).
 - b. Ninety Five (95) percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to (95) percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less (95) percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. This article is reserved.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of the following and shall govern in the following order in case of conflict among them:
 1. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Change Orders.
 - b. Work Change Directives.
 - c. Field Orders.
 - d. Notice to Proceed.

2. This Agreement (2020 ISPWC Section 520) including any exhibits to this Agreement (enumerated as follows):
 - a. N/A
3. Addenda Number(s): 1 through 1
4. Drawings consisting of **six** sheets with each sheet bearing the following general title: Lewiston Police Department Generator.
5. Special Provisions and Supplementary Technical Specifications (2020 ISPWC Section 820).
6. Supplementary Conditions (2020 ISPWC Section 800).
7. Instructions to Bidders (2020 ISPWC Section 200).
8. General Conditions (2020 ISPWC Division 100).
9. Standard Specifications and Drawings – 2020 Idaho Standards for Public Works Construction (ISPWC).
10. Contractor's Bid (2020 ISPWC Section 410 and all attachments thereto).
11. Documentation submitted by Contractor prior to Notice of Award.
12. CONTRACTOR'S Affidavits, including Non-Collusion Affidavit (ISPWC Section 450), Contractor's Affidavit Concerning Taxes (ISPWC Section 951), and Contractor's Affidavit Concerning Alcohol and Drug-Free Workplace (ISPWC Section 460).
13. Bonds:
 - a. Performance bond (2020 ISPWC Section 610 together with power of attorney).
 - b. Payment bond (2020 ISPWC Section 615 together with power of attorney).
 - c. Other Bonds Secured by Contractor
 1. N/A
- B. The Contract Documents listed in Paragraph 7.01.A are incorporated by reference to this Agreement.
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
12. The Contractor is an appropriately licensed public works contractor per Idaho Code Section 54-1902.
13. Contractor shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring the Contractor's compliance with any Laws or Regulations.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- B. Anti-Boycott Against Israel Act: If this Agreement: (1) Is to acquire or dispose of services, supplies, information technology, or construction; (2) has a potential value of One Hundred Thousand Dollars (\$100,000) or more; and (3) Contractor is a company with ten (10) or more employees, then, pursuant to Idaho Code § 67-2346, Contractor certifies that Contractor is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of goods or services from Israel or territories under Israel's control. The terms "company" and "boycott Israel" shall have the meanings ascribed to them in Idaho Code § 67-2346.
- C. No Public Funds for Abortion Act: Pursuant to Idaho Code § 18-8703, Contractor certifies that it is not, and will not for the duration of the Agreement, become an abortion provider or an affiliate of an abortion provider, as those terms are defined in the "No Public Funds for Abortion Act," Idaho Code §§ 18-8701 et seq.
- D. Contract with Company Owned or operated by the Government of China Prohibited: Pursuant to Idaho Code § 67-2359, Contractor certifies that Contractor is not a company currently owned or operated by the government of China and will not for the duration of this Agreement be owned or operated by the government of China. The terms "company" and "government of China" shall have the meanings ascribed to them in Idaho Code § 67-2359.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are ISPMC Division 100, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

ARTICLE 9—OTHER (CITY) PROVISIONS

9.01 Other (City) Provisions

- A. **Independent Contractor.** The Parties agree that CONTRACTOR is an independent contractor, with no employment relationship with the City of Lewiston.
- B. **Contracting Authority.** CONTRACTOR warrants that the signatory to this Agreement has the authority to fully bind CONTRACTOR to enter into and be obligated to perform the duties set forth herein.
- C. **Indemnification.** CONTRACTOR shall defend, indemnify, and hold OWNER, its officers, agents, and employees harmless for all claims, losses, actions, damages, judgments, costs, expenses, and/or injuries to persons or property arising out of or in connection with any activities, acts, or omissions of CONTRACTOR, its officers, agents or employees. In the event OWNER is alleged to be liable on account of any activities, acts, or omissions of CONTRACTOR, its officers, agents or employees, then CONTRACTOR shall defend such allegations through counsel chosen by OWNER; and CONTRACTOR shall bear all costs, fees, and expenses of such defense, including, but not limited to, all attorney fees and expenses, court costs, and expert witness fees and expenses. This duty shall survive the termination or expiration of this Agreement.
- D. **Notices.** 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 on the signature page.
- E. **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, State of Idaho.
- F. **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.
- G. **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.
- H. **Attorney Fees.** In the event a controversy, claim, or action arises between the Parties to this Agreement regarding the enforcement of its terms and conditions, or the breach of any of its provisions, the prevailing Party shall be entitled to recover from the other Party all costs and expenses incurred by the prevailing Party, including reasonable attorney fees, regardless of whether such controversy, claim, or action is prosecuted to judgment or appealed.
- I. **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.
- J. **Use of City Name.** CONTRACTOR shall not include the name, logo, or any identifying marks of the City of Lewiston in any advertising, sales promotion, or other publicity matter.

- K. **Non-Discrimination.** CONTRACTOR shall not refuse to hire any person, including any subcontractor, because of such person's race, creed, sex, color, national origin, ancestry, religion, physical or mental disability, marital or familial status, sexual orientation, or gender identity/expression, unless based on a bona fide occupational qualification.
- L. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
- M. **Force Majeure.** Neither Party shall be liable for any failure to perform as required by this Agreement to the extent that such failure to perform is caused by any reason beyond the Party's control, or by reason of any of the following: labor disturbances or disputes, accidents, failure of any required governmental approval, civil disorders, acts of aggression, acts of God, failure of utilities, mechanical shutdowns, material shortages, disease, or similar occurrences.
- N. **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, representations, or agreements, either verbal or written, between the Parties are superseded by this Agreement.
- O. **NON-APPROPRIATION:** Contractor understands that City is strictly bound by Article VIII, § 3 of the Idaho Constitution, which prohibits City from incurring any indebtedness or liability, in any manner, beyond its current fiscal year, which is October 1 through September 30. All automatic renewals of this Agreement are wholly contingent upon the annual appropriation of funds for this Agreement. Said appropriations may be made solely at the option and discretion of the City. In the event that City does not appropriate funds for this Agreement for an ensuing fiscal year, for any reason, City may terminate this Agreement without penalty.

END OF SECTION 00520

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

Owner:

City of Lewiston

(typed or printed name of organization)

By: _____

(individual's signature)

Date: _____

(date signed)

Name: _____

(typed or printed)

Title: _____

(typed or printed)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Attest: _____

(individual's signature)

Title: _____

(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____

(typed or printed)

Title: _____

(typed or printed)

Address: _____

Phone: _____

Email: _____

Contractor:

Collier Electric LLC

(typed or printed name of organization)

By: _____

(individual's signature)

Date: _____

(date signed)

Name: _____

(typed or printed)

Title: _____

(typed or printed)

(If Contractor is a corporation, a partnership, limited liability company, or a joint venture, attach evidence of authority to sign.)

Attest: _____

(individual's signature)

Title: _____

(typed or printed)

Address for giving notices:

266 13th Street
Clarkston WA 99403

Designated Representative:

Name: _____

(typed or printed)

Title: _____

(typed or printed)

Address: _____

266 13th Street
Clarkston WA 99403

Phone: _____

Email: _____

Idaho License

No.: _____

(where applicable)

**CITY OF LEWISTON
P O BOX 617
LEWISTON ID 83501**

Bid Price Summary: IFB-24-004 LPD GENERATOR

Bid Date: February 29, 2024

<i>BIDDER</i>	<i>CITY, STATE</i>	<i>TOTAL BID</i>
Collier Electric LLC	Clarkston, WA	\$210,952.00
RD Electric	Lewiston, ID	\$284,870.30
Legacy Power Systems	Gig Harbor, WA	\$449,343.00
Twin City Electricians, Inc.	Clarkston, WA	Non-Responsive
Midland Electric, Inc.	Davenport, WA	Non-Responsive
Valley Electric, Inc.	Lewiston, ID	Non-Responsive



CITY COUNCIL MEETING AGENDA ITEM SUMMARY

ITEM TITLE RESOLUTION 2024-9	AGENDA NO. VI. D. AGENDA DATE: March 25, 2024
ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.) The City of Lewiston is the recipient of funds from the Federal Transit Administration (FTA) Section 5307 formula grant program. Contract requirements include the provision of the annual adoption of the 2024 Certifications and Assurances consistent with federal law. The City has adopted these annually since receiving 5307 funding in 2003.	
BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources) Federal grant contract requirements of the Federal Transit Administration (FTA) include the annual adoption of the Certifications and Assurances for compliance with federal law and the FTA 2024 Master Agreement. In order to annually receive the City of Lewiston's 5307 fund allocation, the adoption of these Certifications and Assurances is necessary. Without the adoption, Transit will not receive federal grant funding. Note that there are no substantial changes from the 2023 version to the 2024 version of the Certifications and Assurances, just a date change.	
ACTION PROPOSED It is recommended that the Lewiston City Council approve Resolution 2024-9 adopting the Certifications and Assurances of the Federal Transit Administration for FY24.	

RESOLUTION 2024-9

A RESOLUTION APPROVING THE FEDERAL TRANSIT ADMINISTRATION FISCAL YEAR 2024 CERTIFICATIONS AND ASSURANCES

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF LEWISTON, IDAHO:

SECTION 1: The twenty-one (21) Federal Transit Administration Fiscal Year 2024 Certifications and Assurances, attached hereto and incorporated herein as Exhibit A, are hereby approved.

SECTION 2: The Mayor and City Attorney are hereby authorized to execute said Certifications and Assurances.

SECTION 3: This resolution shall become effective upon its passage.

PASSED this _____ day of _____ 2024.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST: _____
Tanya M. Brocke, City Clerk

EXHIBIT A
TO RESOLUTION 2024-9

Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision.

Text in italic is guidance to the public. It does not have the force and effect of law, and is not meant to bind the public in any way. It is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.

All applicants must make the certifications in this category.

1.1. Standard Assurances.

The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
- (b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- (c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- (d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- (e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).

- (f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
 - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 CFR Part 21;
 - (2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 CFR Part 25;
 - (3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.
 - (4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 CFR Part 27;
 - (5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;
 - (6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - (7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - (8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - (9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
 - (10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
 - (11) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- (g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“Uniform Act”) (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 CFR Part 24.

- (h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- (i) Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction subagreements.
- (j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (k) Will comply with environmental standards which may be prescribed pursuant to the following:
 - (1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
 - (2) Notification of violating facilities pursuant to EO 11738;
 - (3) Protection of wetlands pursuant to EO 11990;
 - (4) Evaluation of flood hazards in floodplains in accordance with EO 11988;
 - (5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
 - (6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);
 - (7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
 - (8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93–205).
- (l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- (m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
- (n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- (o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded

- animals held for research, teaching, or other activities supported by this award of assistance.
- (p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
 - (q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200, Subpart F, “Audit Requirements”, as adopted and implemented by U.S. DOT at 2 CFR Part 1201.
 - (r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.
 - (s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from:
 - (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procuring a commercial sex act during the period of time that the award is in effect; or
 - (3) Using forced labor in the performance of the award or subawards under the award.

1.2. Standard Assurances: Additional Assurances for Construction Projects.

This certification appears on the Office of Management and Budget’s standard form 424D “Assurances—Construction Programs” and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.
- (c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

1.3. Procurement.

The Uniform Administrative Requirements, 2 CFR § 200.325, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews.

The applicant certifies that its procurement system complies with:

- (a) U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, particularly 2 CFR §§ 200.317–200.327 “Procurement Standards;
- (b) Federal laws, regulations, and requirements applicable to FTA procurements; and
- (c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.

1.4. Suspension and Debarment.

Pursuant to Executive Order 12549, as implemented at 2 CFR Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant’s exclusion status. 2 CFR § 180.300. Additionally, each applicant must disclose any information required by 2 CFR § 180.335 about the applicant and the applicant’s principals prior to entering into an award agreement with FTA. This certification serves both purposes.

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

- (a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;
- (b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;

- (c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification;
- (d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

1.5. Coronavirus Response and Relief Supplemental Appropriations Act, 2021, and CARES Act Funding.

The applicant certifies:

- (a) To the maximum extent possible, funds made available under title IV of division M of the Consolidated Appropriations Act, 2021 (Public Law 116–260), and in title XII of division B of the CARES Act (Public Law 116–136; 134 Stat. 599) shall be directed to payroll and operations of public transit (including payroll and expenses of private providers of public transportation); or
- (b) The applicant certifies that the applicant has not furloughed any employees.

1.6. American Rescue Plan Act Funding.

The applicant certifies:

- (a) Funds made available by Section 3401(a)(2)(A) of the American Rescue Plan Act of 2021 (Public Law 117-2) shall be directed to payroll and operations of public transportation (including payroll and expenses of private providers of public transportation); or
- (b) The applicant certifies that the applicant has not furloughed any employees.

CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS

This certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA’s state safety oversight programs, and each State that is required to draft and certify a Public Transportation Agency Safety Plan on behalf of a Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) pursuant to 49 CFR § 673.11(d).

This certification is required by 49 U.S.C. § 5307(c)(1)(L), 49 U.S.C. § 5329(d)(1), and 49 CFR § 673.13. This certification is a condition of receipt of Urbanized Area Formula Grants Program (49 U.S.C. § 5307) funding.

This certification does not apply to any applicant that only receives financial assistance from FTA under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C.

§ 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs, unless it operates a rail fixed guideway public transportation system.

If the applicant is an operator, the applicant certifies that it has established a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673; including, specifically, that the board of directors (or equivalent entity) of the applicant has approved, or, in the case of an applicant that will apply for assistance under 49 U.S.C. § 5307 that is serving an urbanized area with a population of 200,000 or more, the safety committee of the entity established under 49 U.S.C. § 5329(d)(5), followed by the board of directors (or equivalent entity) of the applicant has approved, the Public Transportation Agency Safety Plan or any updates thereto; and, for each recipient serving an urbanized area with a population of fewer than 200,000, that the Public Transportation Agency Safety Plan has been developed in cooperation with frontline employee representatives.

If the applicant is a State that drafts and certifies a Public Transportation Agency Safety Plan on behalf of a public transportation operator, the applicant certifies that:

- (a) It has drafted and certified a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673 for each Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) in the State, unless the Small Public Transportation Provider provided notification to the State that it was opting out of the State-drafted plan and drafting its own Public Transportation Agency Safety Plan; and
- (b) Each Small Public Transportation Provider within the State that opts to use a State-drafted Public Transportation Agency Safety Plan has a plan that has been approved by the provider's Accountable Executive (as that term is defined at 49 CFR § 673.5), Board of Directors or Equivalent Authority (as that term is defined at 49 CFR § 673.5), and, if the Small Public Transportation Provider serves an urbanized area with a population of 200,000 or more, the safety committee of the Small Public Transportation Provider established under 49 U.S.C. § 5329(d)(5).

CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.

If the applicant is a business association (regardless of for-profit, not for-profit, or tax exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Consolidated Appropriations Act, 2023, Pub. L. 117-328, div. E, tit. VII, §§ 744–745. U.S. DOT Order 4200.6 defines a “corporation” as “any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association”, and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT

Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

- (a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

CATEGORY 4. LOBBYING.

If the applicant will apply for a grant or cooperative agreement exceeding \$100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, it must make the following certification and, if applicable, make a disclosure regarding the applicant's lobbying activities. This certification is required by 49 CFR § 20.110 and app. A to that part.

This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 CFR Part 20.

4.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and

contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4.2. Statement for Loan Guarantees and Loan Insurance.

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CATEGORY 5. PRIVATE SECTOR PROTECTIONS.

If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.

5.1. Charter Service Agreement.

To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 CFR § 604.4.

The applicant agrees that it, and each of its subrecipients, and third party contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 CFR Part 604, the terms and conditions of which are incorporated herein by reference.

5.2. School Bus Agreement.

To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 CFR § 605.15.

- (a) If the applicant is not authorized by the FTA Administrator under 49 CFR § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
 - (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
 - (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
- (b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 CFR § 605.11, the applicant agrees as follows:
 - (1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.
 - (2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.
 - (3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
 - (4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

CATEGORY 6. TRANSIT ASSET MANAGEMENT PLAN.

If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).

The applicant certifies that it is in compliance with 49 CFR Part 625.

CATEGORY 7. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.

7.1. Rolling Stock Buy America Reviews.

If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 CFR § 663.7.

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 CFR Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 CFR Part 663.

7.2. Bus Testing.

If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 CFR § 665.7.

The applicant certifies that the bus was tested at the Bus Testing Facility and that the bus received a passing test score as required by 49 CFR Part 665. The applicant has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

CATEGORY 8. URBANIZED AREA FORMULA GRANTS PROGRAM.

If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities;

- (c) Will maintain equipment and facilities in accordance with the applicant's transit asset management plan;
- (d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—
 - (1) Senior;
 - (2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and
 - (3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);
- (e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);
- (f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);
- (g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);
- (h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);
- (i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;
- (j) Either—
 - (1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or
 - (2) Has decided that the expenditure for security projects is not necessary;
- (k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and
- (l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

CATEGORY 9. FORMULA GRANTS FOR RURAL AREAS.

If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5310(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).

- (a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—
 - (1) Provides a fair distribution of amounts in the State, including Indian reservations; and
 - (2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and
- (b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected intercity bus service providers, and the intercity bus service needs of the State are being met adequately.
- (c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—
 - (1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and
 - (2) It has determined that otherwise eligible local transit needs are being addressed.

CATEGORY 10. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS PILOT PROGRAM.

If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act's Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
- (c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and
- (d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

CATEGORY 11. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.

If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants), subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants), subsection (b) (bus and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 9 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

Making this certification will incorporate by reference the applicable certifications in Category 8 or Category 9.

If the applicant will receive a competitive award under subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) related to zero emissions vehicles or related infrastructure, it must make the following certification. This certification is required by 49 U.S.C. § 5339(d).

The applicant will use 5 percent of grants related to zero emissions vehicles (as defined in subsection (c)(1)) or related infrastructure under subsection (b) or (c) to fund workforce development training as described in section 49 U.S.C. § 5314(b)(2) (including registered apprenticeships and other labor-management training programs) under the recipient's plan to address the impact of the transition to zero emission vehicles on the applicant's current workforce; or the applicant certifies a smaller percentage is necessary to carry out that plan.

CATEGORY 12. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 8, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 8 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.

In addition to the certification in Category 8, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).

The applicant certifies that:

- (a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;
- (b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;
- (c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and
- (d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

CATEGORY 13. STATE OF GOOD REPAIR GRANTS.

If the applicant will apply for an award under FTA's State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, the asset management certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4). The certification with regard to acquiring restricted rail rolling stock is required by 49 U.S.C. § 5323(u)(4). Note that this certification is not limited to the use of Federal funds.

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 CFR Part 625.

If the applicant operates a rail fixed guideway service, the applicant certifies that, in the fiscal year for which an award is available to the applicant under the State of Good Repair Grants Program, 49 U.S.C. § 5337, the applicant will not award any contract or subcontract for the procurement of rail rolling stock for use in public transportation with a rail rolling stock manufacturer described in 49 U.S.C. § 5323(u)(1).

CATEGORY 14. INFRASTRUCTURE FINANCE PROGRAMS.

If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks (“SIB”) Program (23 U.S.C. § 610), it must make the certifications in Category 8 for the Urbanized Area Formula Grants Program, Category 10 for the Fixed Guideway Capital Investment Grants program, and Category 13 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).

Making this certification will incorporate the certifications in Categories 8, 10, and 13 by reference.

CATEGORY 15. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If the applicant will apply for an award under FTA’s Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 CFR § 655.83.

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA’s regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 CFR Part 655.

CATEGORY 16. RAIL SAFETY TRAINING AND OVERSIGHT.

If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 CFR §§ 672.31 and 674.39.

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

- (a) Compliant with the requirements of 49 CFR Part 672, “Public Transportation Safety Certification Training Program”; and
- (b) Compliant with the requirements of 49 CFR Part 674, “State Safety Oversight”.

CATEGORY 17. DEMAND RESPONSIVE SERVICE.

If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 CFR Part 37, it must make the following certification. This certification is required by 49 CFR § 37.77.

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

- (a) Response time;
- (b) Fares;
- (c) Geographic area of service;
- (d) Hours and days of service;
- (e) Restrictions or priorities based on trip purpose;
- (f) Availability of information and reservation capability; and
- (g) Any constraints on capacity or service availability.

CATEGORY 18. INTEREST AND FINANCING COSTS.

If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).

The applicant certifies that:

- (a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
- (b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

CATEGORY 19. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.

If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v). For information about standards or practices that may apply to a rail fixed guideway public transportation system, visit <https://www.nist.gov/cyberframework> and <https://www.cisa.gov/>.

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

CATEGORY 20. PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS FORMULA AND DISCRETIONARY PROGRAM (TRIBAL TRANSIT PROGRAMS).

Before FTA may provide Federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), the applicant must select the Certifications in Category 21, except as FTA determines otherwise in writing. Tribal Transit Program applicants may certify to this Category and Category 1 (Certifications and Assurances Required of Every Applicant) and need not make any other certification, to meet Tribal Transit Program certification requirements. If an applicant will apply for any program in addition to the Tribal Transit Program, additional certifications may be required.

FTA has established terms and conditions for Tribal Transit Program grants financed with Federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). The applicant certifies that:

- (a) It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
- (b) It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
- (c) It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR Part 625. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.
- (d) With respect to its procurement system:
 - (1) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost

- Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, for Awards made on or after December 26, 2014,
- (2) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” 49 CFR Part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or
- (3) It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.
- (e) It will comply with the Certifications, Assurances, and Agreements in:
 - (1) Category 05.1 and 05.2 (Charter Service Agreement and School Bus Agreement),
 - (2) Category 06 (Transit Asset Management Plan),
 - (3) Category 07.1 and 07.2 (Rolling Stock Buy America Reviews and Bus Testing),
 - (4) Category 09 (Formula Grants for Rural Areas),
 - (5) Category 15 (Alcohol and Controlled Substances Testing), and
 - (6) Category 17 (Demand Responsive Service).

CATEGORY 21. EMERGENCY RELIEF PROGRAM.

An applicant to the Public Transportation Emergency Relief Program, 49 U.S.C. § 5324, must make the following certification. The certification is required by 49 U.S.C. § 5324(f) and must be made before the applicant can receive a grant under the Emergency Relief program.

The applicant certifies that the applicant has insurance required under State law for all structures related to the emergency relief program grant application.

FEDERAL FISCAL YEAR 2024 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: _____

The Applicant certifies to the applicable provisions of all categories: (*check here*) _____.

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

Category	Certification
01 Certifications and Assurances Required of Every Applicant	_____
02 Public Transportation Agency Safety Plans	_____
03 Tax Liability and Felony Convictions	_____
04 Lobbying	_____
05 Private Sector Protections	_____
06 Transit Asset Management Plan	_____
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08 Urbanized Area Formula Grants Program	_____
09 Formula Grants for Rural Areas	_____
10 Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	_____
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- 12 Enhanced Mobility of Seniors and Individuals with Disabilities Programs
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- 15 Alcohol and Controlled Substances Testing
- 16 Rail Safety Training and Oversight
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- 18 Interest and Financing Costs
- 19 Cybersecurity Certification for Rail Rolling Stock and Operations
- 20 Tribal Transit Programs
- 21 Emergency Relief Program

CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

AFFIRMATION OF APPLICANT

Name of the Applicant: _____

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in the federal fiscal year, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

The Certifications and Assurances the Applicant selects apply to each Award for which it now seeks, or may later seek federal assistance to be awarded by FTA during the federal fiscal year.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature _____ Date: _____

Name _____ Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): _____

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature _____ Date: _____

Name _____ Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision.

Text in italic is guidance to the public. It does not have the force and effect of law, and is not meant to bind the public in any way. It is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.

All applicants must make the certifications in this category.

1.1. Standard Assurances.

The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
- (b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- (c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- (d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- (e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).

- (f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
 - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 CFR Part 21;
 - (2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 CFR Part 25;
 - (3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.
 - (4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 CFR Part 27;
 - (5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;
 - (6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - (7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - (8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - (9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
 - (10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
 - (11) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- (g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“Uniform Act”) (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 CFR Part 24.

- (h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- (i) Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction subagreements.
- (j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (k) Will comply with environmental standards which may be prescribed pursuant to the following:
 - (1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
 - (2) Notification of violating facilities pursuant to EO 11738;
 - (3) Protection of wetlands pursuant to EO 11990;
 - (4) Evaluation of flood hazards in floodplains in accordance with EO 11988;
 - (5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
 - (6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);
 - (7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
 - (8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93–205).
- (l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- (m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
- (n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- (o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded

- animals held for research, teaching, or other activities supported by this award of assistance.
- (p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
 - (q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200, Subpart F, “Audit Requirements”, as adopted and implemented by U.S. DOT at 2 CFR Part 1201.
 - (r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.
 - (s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from:
 - (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procuring a commercial sex act during the period of time that the award is in effect; or
 - (3) Using forced labor in the performance of the award or subawards under the award.

1.2. Standard Assurances: Additional Assurances for Construction Projects.

This certification appears on the Office of Management and Budget’s standard form 424D “Assurances—Construction Programs” and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.
- (c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work confirms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

1.3. Procurement.

The Uniform Administrative Requirements, 2 CFR § 200.325, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews.

The applicant certifies that its procurement system complies with:

- (a) U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, particularly 2 CFR §§ 200.317–200.327 “Procurement Standards;
- (b) Federal laws, regulations, and requirements applicable to FTA procurements; and
- (c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.

1.4. Suspension and Debarment.

Pursuant to Executive Order 12549, as implemented at 2 CFR Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant’s exclusion status. 2 CFR § 180.300. Additionally, each applicant must disclose any information required by 2 CFR § 180.335 about the applicant and the applicant’s principals prior to entering into an award agreement with FTA. This certification serves both purposes.

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

- (a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;
- (b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;

- (c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification;
- (d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

1.5. Coronavirus Response and Relief Supplemental Appropriations Act, 2021, and CARES Act Funding.

The applicant certifies:

- (a) To the maximum extent possible, funds made available under title IV of division M of the Consolidated Appropriations Act, 2021 (Public Law 116–260), and in title XII of division B of the CARES Act (Public Law 116–136; 134 Stat. 599) shall be directed to payroll and operations of public transit (including payroll and expenses of private providers of public transportation); or
- (b) The applicant certifies that the applicant has not furloughed any employees.

1.6. American Rescue Plan Act Funding.

The applicant certifies:

- (a) Funds made available by Section 3401(a)(2)(A) of the American Rescue Plan Act of 2021 (Public Law 117-2) shall be directed to payroll and operations of public transportation (including payroll and expenses of private providers of public transportation); or
- (b) The applicant certifies that the applicant has not furloughed any employees.

CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS

This certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA’s state safety oversight programs, and each State that is required to draft and certify a Public Transportation Agency Safety Plan on behalf of a Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) pursuant to 49 CFR § 673.11(d).

This certification is required by 49 U.S.C. § 5307(c)(1)(L), 49 U.S.C. § 5329(d)(1), and 49 CFR § 673.13. This certification is a condition of receipt of Urbanized Area Formula Grants Program (49 U.S.C. § 5307) funding.

This certification does not apply to any applicant that only receives financial assistance from FTA under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C.

§ 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs, unless it operates a rail fixed guideway public transportation system.

If the applicant is an operator, the applicant certifies that it has established a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673; including, specifically, that the board of directors (or equivalent entity) of the applicant has approved, or, in the case of an applicant that will apply for assistance under 49 U.S.C. § 5307 that is serving an urbanized area with a population of 200,000 or more, the safety committee of the entity established under 49 U.S.C. § 5329(d)(5), followed by the board of directors (or equivalent entity) of the applicant has approved, the Public Transportation Agency Safety Plan or any updates thereto; and, for each recipient serving an urbanized area with a population of fewer than 200,000, that the Public Transportation Agency Safety Plan has been developed in cooperation with frontline employee representatives.

If the applicant is a State that drafts and certifies a Public Transportation Agency Safety Plan on behalf of a public transportation operator, the applicant certifies that:

- (a) It has drafted and certified a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673 for each Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) in the State, unless the Small Public Transportation Provider provided notification to the State that it was opting out of the State-drafted plan and drafting its own Public Transportation Agency Safety Plan; and
- (b) Each Small Public Transportation Provider within the State that opts to use a State-drafted Public Transportation Agency Safety Plan has a plan that has been approved by the provider's Accountable Executive (as that term is defined at 49 CFR § 673.5), Board of Directors or Equivalent Authority (as that term is defined at 49 CFR § 673.5), and, if the Small Public Transportation Provider serves an urbanized area with a population of 200,000 or more, the safety committee of the Small Public Transportation Provider established under 49 U.S.C. § 5329(d)(5).

CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.

If the applicant is a business association (regardless of for-profit, not for-profit, or tax exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Consolidated Appropriations Act, 2023, Pub. L. 117-328, div. E, tit. VII, §§ 744–745. U.S. DOT Order 4200.6 defines a “corporation” as “any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association”, and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT

Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

- (a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

CATEGORY 4. LOBBYING.

If the applicant will apply for a grant or cooperative agreement exceeding \$100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, it must make the following certification and, if applicable, make a disclosure regarding the applicant's lobbying activities. This certification is required by 49 CFR § 20.110 and app. A to that part.

This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 CFR Part 20.

4.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and

contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4.2. Statement for Loan Guarantees and Loan Insurance.

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CATEGORY 5. PRIVATE SECTOR PROTECTIONS.

If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.

5.1. Charter Service Agreement.

To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 CFR § 604.4.

The applicant agrees that it, and each of its subrecipients, and third party contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 CFR Part 604, the terms and conditions of which are incorporated herein by reference.

5.2. School Bus Agreement.

To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 CFR § 605.15.

- (a) If the applicant is not authorized by the FTA Administrator under 49 CFR § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
 - (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
 - (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
- (b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 CFR § 605.11, the applicant agrees as follows:
 - (1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.
 - (2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.
 - (3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
 - (4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

CATEGORY 6. TRANSIT ASSET MANAGEMENT PLAN.

If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).

The applicant certifies that it is in compliance with 49 CFR Part 625.

CATEGORY 7. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.

7.1. Rolling Stock Buy America Reviews.

If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 CFR § 663.7.

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 CFR Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 CFR Part 663.

7.2. Bus Testing.

If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 CFR § 665.7.

The applicant certifies that the bus was tested at the Bus Testing Facility and that the bus received a passing test score as required by 49 CFR Part 665. The applicant has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

CATEGORY 8. URBANIZED AREA FORMULA GRANTS PROGRAM.

If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities;

- (c) Will maintain equipment and facilities in accordance with the applicant's transit asset management plan;
- (d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—
 - (1) Senior;
 - (2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and
 - (3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);
- (e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);
- (f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);
- (g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);
- (h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);
- (i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;
- (j) Either—
 - (1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or
 - (2) Has decided that the expenditure for security projects is not necessary;
- (k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and
- (l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

CATEGORY 9. FORMULA GRANTS FOR RURAL AREAS.

If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5310(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).

- (a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—
 - (1) Provides a fair distribution of amounts in the State, including Indian reservations; and
 - (2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and
- (b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected intercity bus service providers, and the intercity bus service needs of the State are being met adequately.
- (c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—
 - (1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and
 - (2) It has determined that otherwise eligible local transit needs are being addressed.

CATEGORY 10. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS PILOT PROGRAM.

If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act's Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
- (c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and
- (d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

CATEGORY 11. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.

If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants), subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants), subsection (b) (bus and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 9 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

Making this certification will incorporate by reference the applicable certifications in Category 8 or Category 9.

If the applicant will receive a competitive award under subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) related to zero emissions vehicles or related infrastructure, it must make the following certification. This certification is required by 49 U.S.C. § 5339(d).

The applicant will use 5 percent of grants related to zero emissions vehicles (as defined in subsection (c)(1)) or related infrastructure under subsection (b) or (c) to fund workforce development training as described in section 49 U.S.C. § 5314(b)(2) (including registered apprenticeships and other labor-management training programs) under the recipient's plan to address the impact of the transition to zero emission vehicles on the applicant's current workforce; or the applicant certifies a smaller percentage is necessary to carry out that plan.

CATEGORY 12. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 8, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 8 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.

In addition to the certification in Category 8, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).

The applicant certifies that:

- (a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;
- (b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;
- (c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and
- (d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

CATEGORY 13. STATE OF GOOD REPAIR GRANTS.

If the applicant will apply for an award under FTA's State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, the asset management certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4). The certification with regard to acquiring restricted rail rolling stock is required by 49 U.S.C. § 5323(u)(4). Note that this certification is not limited to the use of Federal funds.

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 CFR Part 625.

If the applicant operates a rail fixed guideway service, the applicant certifies that, in the fiscal year for which an award is available to the applicant under the State of Good Repair Grants Program, 49 U.S.C. § 5337, the applicant will not award any contract or subcontract for the procurement of rail rolling stock for use in public transportation with a rail rolling stock manufacturer described in 49 U.S.C. § 5323(u)(1).

CATEGORY 14. INFRASTRUCTURE FINANCE PROGRAMS.

If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks (“SIB”) Program (23 U.S.C. § 610), it must make the certifications in Category 8 for the Urbanized Area Formula Grants Program, Category 10 for the Fixed Guideway Capital Investment Grants program, and Category 13 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).

Making this certification will incorporate the certifications in Categories 8, 10, and 13 by reference.

CATEGORY 15. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If the applicant will apply for an award under FTA’s Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 CFR § 655.83.

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA’s regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 CFR Part 655.

CATEGORY 16. RAIL SAFETY TRAINING AND OVERSIGHT.

If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 CFR §§ 672.31 and 674.39.

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

- (a) Compliant with the requirements of 49 CFR Part 672, “Public Transportation Safety Certification Training Program”; and
- (b) Compliant with the requirements of 49 CFR Part 674, “State Safety Oversight”.

CATEGORY 17. DEMAND RESPONSIVE SERVICE.

If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 CFR Part 37, it must make the following certification. This certification is required by 49 CFR § 37.77.

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

- (a) Response time;
- (b) Fares;
- (c) Geographic area of service;
- (d) Hours and days of service;
- (e) Restrictions or priorities based on trip purpose;
- (f) Availability of information and reservation capability; and
- (g) Any constraints on capacity or service availability.

CATEGORY 18. INTEREST AND FINANCING COSTS.

If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).

The applicant certifies that:

- (a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
- (b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

CATEGORY 19. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.

If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v). For information about standards or practices that may apply to a rail fixed guideway public transportation system, visit <https://www.nist.gov/cyberframework> and <https://www.cisa.gov/>.

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

CATEGORY 20. PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS FORMULA AND DISCRETIONARY PROGRAM (TRIBAL TRANSIT PROGRAMS).

Before FTA may provide Federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), the applicant must select the Certifications in Category 21, except as FTA determines otherwise in writing. Tribal Transit Program applicants may certify to this Category and Category 1 (Certifications and Assurances Required of Every Applicant) and need not make any other certification, to meet Tribal Transit Program certification requirements. If an applicant will apply for any program in addition to the Tribal Transit Program, additional certifications may be required.

FTA has established terms and conditions for Tribal Transit Program grants financed with Federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). The applicant certifies that:

- (a) It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
- (b) It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
- (c) It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR Part 625. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.
- (d) With respect to its procurement system:
 - (1) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost

- Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, for Awards made on or after December 26, 2014,
- (2) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” 49 CFR Part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or
- (3) It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.
- (e) It will comply with the Certifications, Assurances, and Agreements in:
 - (1) Category 05.1 and 05.2 (Charter Service Agreement and School Bus Agreement),
 - (2) Category 06 (Transit Asset Management Plan),
 - (3) Category 07.1 and 07.2 (Rolling Stock Buy America Reviews and Bus Testing),
 - (4) Category 09 (Formula Grants for Rural Areas),
 - (5) Category 15 (Alcohol and Controlled Substances Testing), and
 - (6) Category 17 (Demand Responsive Service).

CATEGORY 21. EMERGENCY RELIEF PROGRAM.

An applicant to the Public Transportation Emergency Relief Program, 49 U.S.C. § 5324, must make the following certification. The certification is required by 49 U.S.C. § 5324(f) and must be made before the applicant can receive a grant under the Emergency Relief program.

The applicant certifies that the applicant has insurance required under State law for all structures related to the emergency relief program grant application.

FEDERAL FISCAL YEAR 2024 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: _____

The Applicant certifies to the applicable provisions of all categories: (*check here*) _____.

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

Category	Certification
01 Certifications and Assurances Required of Every Applicant	_____
02 Public Transportation Agency Safety Plans	_____
03 Tax Liability and Felony Convictions	_____
04 Lobbying	_____
05 Private Sector Protections	_____
06 Transit Asset Management Plan	_____
07 Rolling Stock Buy America Reviews and Bus Testing	_____
08 Urbanized Area Formula Grants Program	_____
09 Formula Grants for Rural Areas	_____
10 Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	_____
11 Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	_____

- 12 Enhanced Mobility of Seniors and Individuals with Disabilities Programs
- 13 State of Good Repair Grants
- 14 Infrastructure Finance Programs
- 15 Alcohol and Controlled Substances Testing
- 16 Rail Safety Training and Oversight
- 17 Demand Responsive Service
- 18 Interest and Financing Costs
- 19 Cybersecurity Certification for Rail Rolling Stock and Operations
- 20 Tribal Transit Programs
- 21 Emergency Relief Program

CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

AFFIRMATION OF APPLICANT

Name of the Applicant: _____

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in the federal fiscal year, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

The Certifications and Assurances the Applicant selects apply to each Award for which it now seeks, or may later seek federal assistance to be awarded by FTA during the federal fiscal year.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature _____ Date: _____

Name _____ Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): _____

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature _____ Date: _____

Name _____ Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.



CITY COUNCIL MEETING AGENDA ITEM SUMMARY

ITEM TITLE TRANSIT ITD 5339 GRANT AGREEMENT #C2479LT	AGENDA NO. VI. E. AGENDA DATE: March 25, 2024
ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.) Lewiston Transit has utilized the same scheduling and dispatch software for 14 years for its dial-a-ride service and 8 years for its fixed-route service. Initially, the annual costs for this software showed a consistent 5% increase year over year. However, recently, these costs surged to a 17% annual rise without offering any new capabilities, exacerbated by inadequate technical support. In response to these challenges, Transit applied for and successfully secured a \$266,560 FTA 5339 grant in May 2023 through ITD. This grant comes with a 20% local match requirement totaling \$66,640, resulting in a total funding of \$333,200.	
BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources) Approval for the procurement of new ITS software was incorporated into the FY24 budget, with the local match of \$66,640 was accounted for in Transit's FY24 capital budget.	
ACTION PROPOSED Transit respectfully requests that the City Council approve the ITD agreement, allocating \$266,560 in Federal funds for the purchase of ITS Software. This approval will allow us to meet the critical need for updated software, ensuring the efficient and effective operation of our transit services while maximizing the utilization of available grant funds.	

Memo



To: Mayor Johnson
From: Suzanne Seigneur, Transit Manager
Cc: Purchasing Department,
Shannon Grow, Director, Community Development
Date: March 15, 2024
Re: Transit ITD 5339 Grant Agreement #C2479LT for Intelligent
Transit Software (ITS) in the amount of \$266,560

Transit is seeking City Council approval for the grant awarded in May 2023 through the Federal Transit Administration (FTA) 5339 grant, administered by the Idaho Department of Transportation (ITD), for the procurement of Intelligent Transportation System (ITS) software.

Background: Lewiston Transit has utilized the same scheduling and dispatch software for 14 years for its dial-a-ride service and 8 years for its fixed-route service. Initially, the annual costs for this software showed a consistent 5% increase year over year. However, recently, these costs surged to a 17% annual rise without offering any new capabilities, exacerbated by inadequate technical support.

In response to these challenges, Transit applied for and successfully secured a \$266,560 FTA 5339 grant in May 2023 through ITD. This grant comes with a 20% local match requirement totaling \$66,640, resulting in a total funding of \$333,200.

Budgetary Considerations: Approval for the procurement of new ITS software was incorporated into the FY24 budget, with the local match accounted for in Transit's FY24 capital budget.

Request for Approval: Transit respectfully requests that the City Council approve the ITD agreement, allocating \$266,560 in Federal funds for the purchase of ITS Software. This approval will allow us to meet the critical need for updated software, ensuring the efficient and effective operation of our transit services while maximizing the utilization of available grant funds.



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

IDAHO TRANSPORTATION DEPARTMENT

P.O. Box 7129 • Boise, ID 83707-1129
(208) 334-8533 • itd.idaho.gov/pt

Dear Suzanne,

Congratulations! On May 18, 2023 we received approval from the Idaho Transportation Board on the One Time Funding awards. Your project has received Board approval:

Scope: ITS Technology
Award: 5339R - \$266,560
Term: 10/01/2023 – 09/30/2025
Agreement ID: C2479LT

I wanted to take a moment to remind you of the process moving forward. This month, our team will begin the process of entering all of the approved awards into FTA's grant management system. Once we have approval from FTA I will be reaching out to you with your funding agreement.

I also wanted to point out that the Public Transportation team has continued implementation of Agreement ID numbers to help track the funds more specifically and accurately. This ID number will remain the same through your 2 year award.

Please continue to utilize the shared email inbox for our Capital team to ensure that you will always receive exceptional follow up, PTCapital@itd.idaho.gov. This inbox will be used for any correspondence or technical assistance related to capital grants. This inbox will be monitored by the capital team to ensure that even if one of us is out of the office you'll still be well taken care of. Please cc us on the email as well, I have included our contact information below:

Name: Shauna Miller
Phone Number: 208-334-8533
Email Address: Shauna.Miller@itd.idaho.gov

Please continue to utilize PTCapital@itd.idaho.gov as you have been for reimbursements.

I look forward to working with you.

Sincerely,

Shauna Miller
Senior Transportation Planner



YOUR Safety . . . > YOUR Mobility . . . > YOUR Economic Opportunity

Idaho Transportation Department Public Transportation Office

FTA 5339 Statewide Funding Agreement Agreement #: C2479LT

**ITD Public Transportation Office
11331 W Chinden Boulevard, Building 8
Boise, ID 83714
<http://itd.idaho.gov/pt>**



YOUR Safety ••• ► YOUR Mobility ••• ► YOUR Economic Opportunity

Pass-Through Awarding Agency:	ITD – Public Transportation Office
Awarding Official: (Grants Officers)	
Name:	Shauna Miller
Phone:	208 334-8533
Email:	PTCapital@itd.idaho.gov
Term of Grant:	October 1, 2023 – September 30, 2026
Agreement Total:	\$266,560
Funding Program:	FTA 5339 Statewide Bus & Bus Facilities Program
Assistance Listing Number (ALN):	20.526
Federal Award Identification Number (FAIN):	1722-2024-4
Agreement Number:	C2479LT

Subrecipient Organization Name:	City of Lewiston/Lewiston Transit System
Subrecipient Director or Equivalent:	Suzanne Seigneur
Subrecipient Address:	215 D Street, PO Box 617, Lewiston, ID 83501-1930
Subrecipient Phone:	208 298-1344
Subrecipient E-mail:	sseigneur@cityoflewiston.org

Scope of Work:

ADA-Compliant ITS Technology

Responsible Individuals Signatures of Agreement

This Agreement, together with the Attachments, and documents incorporated herein by reference, set forth the entire Agreement between the parties with respect to the subject matter. There are no understandings, agreements, amendments, or representations, oral or written, not specified herein.

Authorized Signature for Subrecipient:

Name	Title	Phone	E-mail
Signature and Date:			

Name	Title	Phone	E-mail
Ron Duran	Public Transportation Manager	208-334-4475	Ron.Duran@itd.idaho.gov
Signature and Date:			



AGREEMENT CONDITIONS

GRANT AGREEMENT BETWEEN THE IDAHO TRANSPORTATION DEPARTMENT

AND

CITY OF LEWISTON

This Agreement is between the **Idaho Transportation Department** (hereinafter called the STATE) and **City of Lewiston** (hereinafter called the Subrecipient). The STATE and the Subrecipient are entering into this Agreement. This Agreement is effective when signed by both parties.

The 5339 Bus & Bus Facilities Infrastructure Investment Program (49 U.S.C. 5339) makes federal resources available to states and direct recipients to replace, rehabilitate and purchase buses and related equipment and to construct bus-related facilities including technological changes or innovations to modify low or no emission vehicles or facilities.

WHEREAS the Governor of the State of Idaho has designated the Idaho Transportation Department to administer this grant;

The parties mutually agree as follows:

1. SCOPE OF WORK:

Assumption of Responsibility: The Subrecipient agrees to assume all responsibility for this Project. The Subrecipient further agrees to abide by the appropriate mutual covenants, promises, and representations included in the Federal Transit Administration (FTA) Master Agreement, with special emphasis on the sections pertaining to the particular funding source.

- 2. COMPLIANCE WITH LAWS AND REGULATIONS, FEDERAL CHANGES:** The Subrecipient agrees to comply with all applicable laws, regulations, and codes of the State of Idaho, the United States Government, and local governments. The Subrecipient shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the most current FTA Master Agreement included with, and incorporated into, this overall Grant Agreement, as they may be amended or promulgated from time to time during the term of this contract. Subrecipient's failure to comply shall constitute a material breach of this contract.

<https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/sample-fta-agreements>

3. SUBRECIPIENT CAPACITY:

A. Subrecipient Legal, Financial, and Managerial Capacity: The Subrecipient assures that it has the necessary legal, financial, and managerial capability to apply for, receive, and disburse FTA funds awarded in this grant agreement. The Subrecipient also assures that it will implement and manage this project and project funds in keeping with the intent and provisions of the Subrecipient's grant application and the grant agreement.

B. Subrecipient Legal Authority to Accept This Sub-Grant: The Subrecipient certifies that it has the legal authority to accept grant funds for this project.



C. Subrecipient Debarment/Suspension Certification: the Subrecipient entity certifies, to the best of its knowledge and belief, that it and its principals:

- i. are not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency, per the U.S. General Services Administration (GSA) monthly "Lists of Parties Excluded from Federal Procurement or Non-procurement Programs," available on the GSA web site:
<http://www.sam.gov>
- ii. have not, within the past three years, been convicted of or had a civil judgment against them for: a criminal offense or fraud in connection with obtaining, attempting to obtain, or performing a Federal, state, or local public transaction; a violation of Federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
- iii. are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed in the paragraph above; and
- iv. have not within the last three years had any Federal, state, or local public transaction terminated for cause or default.

If the Subrecipient later becomes aware of any information contradicting these Suspension/Debarment statements, it will promptly provide that to the State who will forward it to FTA.

If the Subrecipient cannot certify for all the Suspension/Debarment statements above, the Subrecipient shall so indicate in a transmittal letter or message of explanation, to be returned with the signed grant agreement (Per 49 CFR Part 29).

D. Administrative and Accounting Systems: The Subrecipient certifies it has or will establish a proper accounting system, per generally accepted accounting principles (GAAP) and any Federal or State directives. It further agrees to administer the project, retain all project records, and grant access to project records and personnel as specified in the applicable Federal Uniform Guidance (2 CFR 200).

4. FEDERAL REQUIREMENTS

A. Buy America

For purchases over \$150,000, the Subrecipient agrees to comply with 49 CFR Parts 661 and 663, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. In regards to the purchase of vehicles, all materials and supplies purchased with these funds, will be manufactured in the United States and have:

FY 16 & FY17: more than 60% domestic content
 FY18 & FY19: more than 65% domestic content
 FY20 & beyond: more than 70% domestic content

The Subrecipient will provide the appropriate certification to verify this.

https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/Buy_America_Fact_Sheet.pdf



- B. Intelligent Transportation System (ITS) Architecture:** If this grant will be used to fully or partially fund acquisition of individual or systems of technologies that support ITS user services as defined in the "National ITS Architecture," the Subrecipient assures it will comply and require its contractors and its subrecipients to comply with all applicable requirements imposed by Section V Regional ITS Architecture and Section VI Project Implementation of the FTA National ITS Architecture Policy on Transit Projects to the extent required by FTA and the State.
http://www.ops.fhwa.dot.gov/its_arch_imp/policy.htm
- C. Charter Service Operations -** The Subrecipient agrees to only provide charter service with written consent from the STATE. If consent is given, the Subrecipient agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of public transportation.
<http://www.gpo.gov/fdsys/granule/CFR-2012-title49-vol7/CFR-2012-title49-vol7-part604/content-detail.html>
- D. School Transportation:**
- i. The Subrecipient assures that it will not engage in school bus operations exclusively for the transportation of students and school personnel, in competition with private school bus operators, per provisions of 49 CFR Part 605.
<http://www.gpo.gov/fdsys/granule/CFR-2011-title49-vol7/CFR-2011-title49-vol7-part605>
 - ii. If the Subrecipient is a public transportation system, it may provide "School Tripper Service" that is regularly scheduled public transportation service open to the public but designed or modified to accommodate the needs of school students and personnel (must be open to the public, must serve regular transit stops, and must be shown on transit route schedules and maps) and schools signs may NOT be displayed on the vehicle.
- E. Clean Water**
- i. The Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Subrecipient agrees to report each violation to the State, and understands, and agrees that the State will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
 - ii. The Subrecipient also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
https://one.nhtsa.gov/nhtsa/whatsup/tea21/grantman/html/03_dotcomrul_49cfr18.html
- F. Clean Air**
- i. The Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Subrecipient agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
 - ii. The Subrecipient also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
https://one.nhtsa.gov/nhtsa/whatsup/tea21/grantman/html/03_dotcomrul_49cfr18.html



- G. Lobbying Prohibition:** None of the funds paid under this agreement shall be used for the purpose of lobbying activities before the Idaho State Legislature or the U.S. Congress.

If this grant is \$100,000 or more:

- i. the Subrecipient *certifies* that it has not and will not use Federal appropriated funds to pay for influencing or attempting to influence an officer or employee of any Federal department or agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal grant, cooperative agreement, or any other Federal award.
- ii. the Subrecipient assures that it will require its contractors and subcontractors each to report use of non-Federal funds for any of the lobbying activities for which use of Federal funds is prohibited, at the end of each calendar quarter on Federal Standard Form LLL (49 CFR Part 20), and that the Subrecipient will forward all these forms to the State.

<http://www.gpo.gov/fdsys/pkg/CFR-2006-title49-vol1/content-detail.html>

- H. Nondiscrimination Requirements:** The Subrecipient assures that no person in the United States will, on the basis of race, color, national origin, creed, sex, or age be excluded from participating in, denied the benefits of, or otherwise be subject to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Subrecipient receives Federal assistance from FTA or USDOT. The Subrecipient agrees to comply with all requirements of US DOT Civil Rights Act implementing regulations (49 CFR 21), and the Title VI Program Guidelines for Federal Transit Administration Recipients (FTA Circular 4702.1) and other applicable nondiscrimination directives.

https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/FTA_Title_VI_FINAL.pdf

- i. Per 49 USC 5332 (prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and in employment or business opportunity), Title VI of the Civil Rights Act of 1964 as amended, USDOT implementing regulations (49 CFR 21), 42 USC 2000d (prohibition against exclusion from participation in, denial of benefits of, and discrimination under federally assisted programs on ground of race, color, or national origin)
- ii. The Subrecipient assures that project and project facility operations, as well as property acquisitions, will be in accordance with the civil rights requirements and understands that this assurance extends to its entire facility, to all facilities operated in connection with this project, and to property acquisitions. The Subrecipient assures:
 1. Its FTA-assisted benefits and related services are made available and are equitably distributed without regard to race, color, creed, national origin, sex, age, or disability;
 2. The level and quality of its FTA-assisted transit services are sufficient to provide equal access and mobility for any person without regard to race, color, creed, national origin, sex, or age;
 3. Opportunities to participate in the transit planning and decision making processes are provided to persons without regard to race, color, creed, national origin, sex, or age;
 4. Decisions on the location of transit services and facilities are made without regard to race, color, creed, national origin, sex, or age;
 5. Corrective and remedial action is taken to prevent discriminatory treatment of any user of services based on race, color, creed, national origin, sex, or age;



6. Any contracts or sub agreements fully or partly funded through this project will contain language to extend civil rights assurances to contractors and subcontractors; and the Subrecipient will also include such language in any deeds and documents which record the transfer of real property, structures, and improvements.

- I. Nondiscrimination on the Basis of Disability:** The Subrecipient assures that no person with a disability shall be, by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance. The Subrecipient assures it will comply with 49 CFR Parts 27, 37, 38, and 39, which implement the Americans with Disabilities Act (ADA) and amend Section 504 of Rehabilitation Act of 1973. The Subrecipient understands that it also has responsibilities under ADA in the areas of employment, public accommodations, and telecommunications.

<http://www.gpo.gov/fdsys/pkg/CFR-2006-title49-vol1/content-detail.html#1000>

The Subrecipient assures that any vehicle purchased or acquired through this project will be ADA accessible, except as exempted in by the State. If the Subrecipient is awarded funds to purchase a non-ADA vehicle for use in demand responsive service, the Subrecipient assures that this demand responsive service provides or will provide equivalent service to disabled persons that meet ADA requirements in keeping with 49 CFR 37.

The Subrecipient assures that *all* new or renovated facilities to be used for the provision of public transportation services will be ADA accessible, including facilities such as maintenance facilities, garages, building access facilities (sidewalks need curb cuts), etc.

<http://www.gpo.gov/fdsys/pkg/CFR-2007-title28-vol1/content-detail.html>

The Subrecipient assures that any construction contract funded through this project will include ADA requirements.

- J. Equal Employment Opportunities (EEO):** The Subrecipient assures it will:

Treat employees or job applicants fairly, without regard to race, color, creed, national origin, sex, age, or disability;

Take affirmative action to ensure job applicants are employed and employees are treated without regard to race, color, creed, national origin, sex, or age (such action includes but is not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship);

Post notices setting forth agency EEO policy in conspicuous places and make these available to employees and job applicants;

Assure that any contracts or sub-agreements fully or partly funded through this project will contain language to extend EEO assurances to contractors and subcontractors.

If the Subrecipient received \$1,000,000 or more of Federal assistance in the previous Federal fiscal year and had 50 or more public-transit-related employees, it agrees to submit to the State an EEO program, which meets FTA requirements.



- K. Discrimination Complaints:** The Subrecipient assures that it will notify the public that complaints of discrimination in the provision of transportation or transportation-related services or benefits may be filed with the State, FTA, or USDOT. The Subrecipient assures it will promptly report to the State any civil rights complaints it receives.
- L. Disadvantaged Business Enterprises (DBE):** The Subrecipient assures Disadvantaged Business Enterprises will have the maximum opportunity to compete for and perform contracts and subcontracts financed under this project, as specified in 49 CFR 26 and per the following:
- i. If the Subrecipient will purchase one or more transit vehicles (excluding unmodified mass-produced vans or unmodified pop-top vans), it assures that it will obtain from each transit vehicle manufacturer a TVM certification, to show that the manufacturer complies with DBE requirements.
 - ii. The Subrecipient is subject to the State's DBE program filed with the Federal Highway Administration and the State's annual DBE goal with FTA. Additionally, the Subrecipient will report its DBE activity and results to the State semi-annually every year of the Subrecipient agreement.
<https://itd.idaho.gov/civilrights/>
 - iii. The Subrecipient assures it will not discriminate on the basis of race, religion, color, gender, age, marital status, ability, or national origin in implementation of the project, in award or performance of any third-party contract or sub-agreement supported with this grant, or in administration of its DBE program and 49 CFR 26. If the State receives a complaint regarding discrimination by the Subrecipient, the Subrecipient will cooperate fully in the investigation of the complaint by the State.
<http://www.gpo.gov/fdsys/pkg/CFR-2006-title49-vol1/content-detail.html>
- Technical assistance pertaining to DBE is available at the following link or at (208)-334-8567.
<https://itd.idaho.gov/civilrights/>
- M. Audits:** The Subrecipient certifies that it will be audited annually as required by the Federal Single Audit Act Amendments of 1996 (per 2 CFR 200). The Subrecipient recognizes FTA's, USDOT's, and the State's authority to monitor project activities, to conduct reviews and inspections, and to conduct additional audits in keeping with 2 CFR 200, to verify compliance with grant requirements and assurances. The Subrecipient agrees to make the necessary records available to any of the above parties upon request.
https://www.whitehouse.gov/wp-content/uploads/legacy_drupal_files/omb/circulars/A133/2017/Compliance_Supplement_2017.pdf
- N. Commercial Driver's License (CDL) Requirement:** The Subrecipient, if not a recipient of Section 5311 funds, assures that if it operates a vehicle that requires a CDL, including a vehicle capable of transporting 16 or more persons (including the driver), will have a USDOT Federal Motor Carrier Safety Administration drug and alcohol testing program.
<http://www.fmcsa.dot.gov/overview-drug-and-alcohol-rules>
- O. Drug and Alcohol Testing:** If this grant is funded by either Section 5309, 5311, or 5339 the Subrecipient agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 40 and 655, produce any documentation necessary to establish its compliance with Parts 40 and 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, and ITD, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 40 and 655 and review the testing process. The Subrecipient agrees further to submit the Management Information System (MIS) reports to the State annually, as requested by the State.
<https://damis.dot.gov/Login/>



P. Employee Protections, Public Transportation Employee Protective Arrangements: The Subrecipient agrees to comply with the applicable transit employee protective requirements as follows:

- i. **Standard Public Transportation Employee Protective Arrangements** - If this grant is funded by either Section 5309 or Section 5316, to the extent that the Project involves public transportation operations and to the extent required by Federal law, the Subrecipient agrees to implement the Project in accordance with the terms and conditions that the U.S. Secretary of Labor has determined to be fair and equitable to protect the interests of any employees affected by the Project and that comply with the requirements of 49 U.S.C. § 5333(b), in accordance with U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, and any amendments thereto. The Subrecipient agrees to implement the Project in accordance with the conditions stated in that U.S. DOL certification. That certification and any documents cited therein are incorporated by reference and made part of the Grant Agreement for the Project.
- ii. **Public Transportation Employee Protective Arrangements for Projects in Non-urbanized Areas Authorized by 49 U.S.C. § 5311** - The Subrecipient agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program that is most current as of the date of execution of the Grant Agreement for the Project, and any alternative comparable arrangements specified by U.S. DOL for application to the Recipient's project, in accordance with U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, and any revisions thereto.

Q. Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any requests which would cause the State to be in violation of the FTA terms and conditions.

<https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/third-party-contracting-guidance>

R. Conflicts of Interest Prohibited: The Subrecipient certifies that it will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of personal or organizational conflict of interest or of being motivated by desires for personal gain for themselves or others, particularly those with whom they have family, business, or other ties.

5. STATE REQUIREMENTS:

A. Indemnification and Insurance: In this section, "Subrecipient" includes the Subrecipient's employees, agents, and contractors.

The Subrecipient agrees to indemnify, hold harmless, and defend the State of Idaho, its officers, agents, and employees from and against any claim of or liability for error, omission, or negligent act of the Subrecipient arising out of the Subrecipient's assumption of the responsibilities for the Project set forth in this agreement.

The Subrecipient is not required to indemnify the State of Idaho for a claim of or liability for the independent negligence of the State. If there is a claim or liability for joint negligent error or omission of the Subrecipient and the independent negligence of the State, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. The term "independent negligence" is negligence other than in the State's selection, administration, monitoring, or controlling of the Subrecipient.



Nothing contained herein shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby expressly reserved. Moreover, all of the rights, defenses, or protections provided in Idaho Code and or in the Idaho Administrative Procedural Rules are expressly reserved.

B. Independent Contractor Status

Unless otherwise expressly stated, vendors and/or non-state entities acting pursuant to this grant shall be that of an independent contractor and not that of an agent or employee of the state. Such parties shall be responsible for paying all employment-related taxes and benefits, such as federal and state income tax withholding, social security contributions, worker's compensation and unemployment insurance premiums, health and life insurance premiums, pension contributions and similar items. Furthermore, such parties shall indemnify the State and hold it harmless from any and all claims for taxes (including but not limited to social security taxes), penalties, attorneys' fees and costs that may be made or assessed against the State arising out of the party's failure to pay such taxes, fees or contributions.

The Subrecipient shall maintain the policies of insurance listed below, to cover losses that may be incurred as a result of the operation and maintenance of project vehicles and/or equipment throughout their period of required use or as a result of other activities under this agreement.

Where specific limits are shown, they shall be the minimum acceptable limits. If the Subrecipient's policy contains higher limits, the State shall be entitled to coverage to the extent of such higher limits.

- i. **Automobile Liability:** ITD-PT imposes minimum insurance coverage of \$500,000 on all transit vehicles procured with or rehabilitated with federal or state funds. Additionally, Sub-recipients must be in compliance with Federal Motor Carrier Safety Administration (FMCSA) insurance thresholds. The policy shall provide all damage arising out of personal injury to or destruction of property in any one occurrence on any revenue vehicle not covered by 49 CFR Part 387. Furthermore, ITD-PT subrecipients must be at all times in compliance with Idaho Administrative Rule 11.13.01.

The policy shall name the Idaho Transportation Department as "loss payee" of the property damage portion of the policy.

The Subrecipient shall provide *certificate of insurance to the State, annually* and at other times if requested. Each certificate must provide for a 30-day prior notice of cancellation, non-renewal, or material change of conditions.

The Subrecipient shall use any insurance proceeds relating to items purchased under this grant to repair or replace the covered item(s) that has been damaged, destroyed or stolen or; where specific items are not involved, to cover other liability related to this grant project. The title to any replacement vehicle must show the State of Idaho as lien holder.

- C. Performance Requirement:** The failure of the State to insist upon strict performance by the Subrecipient of any provision or covenant in this Agreement, in any one or more instances, may not be considered as a waiver or relinquishment of the provision or covenant for the future. The waiver by the State of any provision or covenant in this Agreement cannot be enforced or relied upon by the Subrecipient unless the waiver is in writing and signed on behalf of the State.



6. TERMINATION PROVISIONS:

- A. Failure to Perform:** If, through any cause, the Subrecipient shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Subrecipient shall violate any of the covenants, agreements or stipulations of this Agreement, and if after notification by the State of such failure or violation, the Subrecipient fails to take proper corrective action within a reasonable amount of time, the State shall have the right to terminate this Agreement by giving written notice to the Subrecipient of such termination and specifying the effective date thereof. Such notice shall be given at least 15 days before the effective date of such termination. In that event, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports, construction materials, and any construction completed by the Subrecipient under this Agreement shall, at the option of the State, become the State's property and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed. Failure to adhere to Project Schedule and any reporting requirements may be deemed by the State to be a "failure to perform" and may result in the loss of the award, at the option of the State.
- B. Convenience Termination:** If, due to changed circumstances, the State or the Subrecipient wishes to terminate this Agreement prior to its completion, the initiating party shall notify the other party in writing of its reasons for requesting the early termination. This request must be made at least 15 days prior to the proposed termination date. If both parties agree that it is in their mutual best interests to terminate this Agreement early, all finished or unfinished documents and other materials as described in the Failure to Perform paragraph above shall, at the option of the State, become the State's property. If the Agreement is terminated as provided herein, the Subrecipient shall be reimbursed for actual expenses not otherwise reimbursed under this Agreement which were incurred by the Subrecipient during the contract period and which are directly attributable to the Subrecipient's performance of this Agreement. The State shall also reimburse the Subrecipient for any costs properly incurred by the Subrecipient in honoring convenience termination clauses in its Agreements with its contractors as long as these clauses conform to the standard convenience termination clause used by the State for similar types of contracts.

7. NONCOMPLIANCE; DISPUTES; REMEDIES

- A. Recovery of Funds:** In the event of a default or violation of the terms of this Agreement, the State is entitled to recover all or part of the project funds paid to the Subrecipient. If Subrecipient does not promptly remit the funds in response to a demand, the State may collect the debt by:
- Making an administrative offset against payments that would be due under other grant awards or appropriations,
 - Withholding advance payments that would otherwise be due,
 - Instituting civil action, or
 - Taking any other action permitted by law.

All remedies conferred on the State by this Agreement or any other instrument or agreement are cumulative, not exclusive, and may be exercised concurrently or consecutively at the State's option.

- B. Enforcement:** The State may take one or more actions in the event Subrecipient fails to comply with the terms of the award. Upon written notification explaining the basis of the action, the State may suspend the grant pending corrective action or terminate the grant. The State may impose conditions requiring correction of noncompliance or deficiency. If conditions are imposed, the State will inform Subrecipient of the conditions and corrective action sought, the reason for imposition, and the time allowed for completing corrective actions.



C. **Rights and Remedies:** The duties and obligations imposed by the Agreement and accompanying documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the State or Subrecipient shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

8. **GRANT REQUIREMENTS:**

- A. **Billing Procedure and Reimbursements:** The Subrecipient agrees to formally request reimbursement by submitting to the State an itemized invoice(s) for allowable project costs. Each invoice shall clearly identify each cost being billed and shall be in a format acceptable to or specified by the State, with supporting documentation of cost and payment as required below, and other documentation as may be required by the State.
- B. Requests for reimbursement must be submitted based on the following timeline:

Monthly Billing Schedule		
Billing Due By	Period Beginning	Period Ending
December 31	October 1	October 31
January 31	November 1	November 30
February 28	December 1	December 31
March 31	January 1	January 31
April 30	February 1	February 28
May 31	March 1	March 31
June 30	April 1	April 30
July 31	May 1	May 31
August 31	June 1	June 30
September 30	July 1	July 31
October 31	August 1	August 31
November 30	September 1	September 30

Invoices for operating, vehicles, equipment, or facilities shall be accompanied by documentation of the formal obligations or expenses incurred, as well as the source of the match. Supporting documentation shall be copies of vendor invoices, unless alternate documentation accompanied by a viable written explanation is acceptable to the State. Supporting documentation must clearly tie to the itemized costs on the invoice (annotations to facilitate easy review are encouraged). For vehicles, other documents related to the vehicle purchase are also required prior to payments. Please reference the ITD Capital Site for the Vehicle Reimbursement Packet.
<http://itd.idaho.gov/pt>

The State reserves the right to mandate alternate or specialized billing procedures in any of the following instances:

- when a particular project is split-funded (includes grant funds from more than one source), or;
- when irregular documentation or special timing is needed by the State for some other reason.

Such alternate procedures may be issued separately, but will be provided to the Subrecipient in writing.

Payments may be withheld if the quarterly report(s) have not been received as required.

Final billing must be submitted within 60 days of the termination date listed on this grant agreement or as amended.

The State shall reimburse funds to meet formal obligations or expenses only with satisfactory documentation.



If required documentation is determined to be incomplete, incorrect, and/or in conflict with the scope of the project, the Subrecipient will be notified that payment of project funds is being withheld until the incomplete, incorrect, and/or conflicting items are resolved to the State's satisfaction.

- C. Local Match Available:** If this grant is for a vehicle(s) and/or equipment, the Subrecipient has or will have the required local cash match for the project by the time of delivery. If this grant is for other items, the local match will be met as grant funds are spent.
- D. Operating and Maintenance Funds Available:** The Subrecipient, by the time of vehicle and/or equipment delivery, will have or have guarantee of funds necessary to operate and maintain the project vehicle and/or equipment in safe, clean, and mechanically sound condition through the required period of performance (useful life). The State reserves the right to require transfer of the vehicle and/or equipment to another entity if the Subrecipient fails to meet this requirement.
- E. Indirect Costs:** If a federally approved indirect cost rate is negotiated between the subrecipient and the Federal government, this rate must be used. If no such rate exists, the subrecipient may either negotiate a rate with the pass-through entity and the subrecipient (in compliance with this part), or elect the de minimus indirect cost rate as defined in §200.414 Indirect (F&A) costs, paragraph (f), if eligible.
- F. Vehicle and Equipment Maintenance Requirements:** The Subrecipient agrees to develop a written maintenance program and assures that it assumes responsibility to maintain and operate the vehicles and/or equipment obtained under this project at a high level of cleanliness, safety, and mechanical soundness, following at a minimum, the original equipment manufacturers' (OEM) recommended maintenance and inspection procedures and schedules, for at least the useful life of each item, to retain warranties and meet life expectancy of the items. The Subrecipient further assures that it will maintain ADA accessibility features in good working order, removing vehicles with nonworking accessibility features from service and repairing them within 5 days. The Subrecipient agrees to document all maintenance completed and all maintenance expenditures. The State and FTA shall have the right to conduct periodic inspections for the purpose of confirming proper maintenance.
- G. Vehicle and Equipment Use and Disposition:** Use and disposition of project vehicles and equipment shall be subject to restrictions set forth by the State.

The Subrecipient assures that it will not lease or contract the operation of project vehicles without prior written approval from the State.

If a vehicle or equipment purchased with these funds can no longer meet project needs, the Subrecipient agrees to notify the State, indicate its condition, and follow the State's instructions.
- H. Reports:** The Subrecipient is required to submit quarterly reports in a format specified or provided by the State, per instructions provided by the State. The Subrecipient will certify the accuracy of each report.
- I. A grantee must submit quarterly reports under the following schedule:**

Quarterly Schedule		
Period Beginning	Period Ending	Report Due By
January 1	March 31	May 31
April 1	June 30	August 31
July 1	September 30	November 30
October 1	December 31	February 28



- J. Capital Inventory and Agency Profile:** The Subrecipient agrees to participate fully in the inventory of publicly funded vehicles, transportation equipment, and transportation-related facilities and other transportation related data.
- K. Changes and Amendments:** The Subrecipient shall not execute any amendment or change order to this Agreement without the prior written concurrence of the State. This Agreement may only be modified or amended by a written agreement signed by both parties.
- L. Reimbursement of Grant Funds:** Within sixty (60) days of issuance of a final audit report to the State or, if no audit is required, then within sixty days after acceptance by the State that the Subrecipient has met the requirements of this grant agreement, the Subrecipient's remaining grant balance will return to the State.
- M. Travel Requirements:** Subrecipient must follow State of Idaho travel guidelines for reimbursement or your agency's travel rules, whichever is more restrictive.
- N. Program Fraud and False or Fraudulent Statements and Related Acts:** The Subrecipient certifies that any statement it has made, it makes, it may make, or causes to be made about this grant project is or will be true and accurate. Provision of untrue or inaccurate information may constitute fraud.

9. ASSIGNMENT OF WORK TO THIRD PARTIES:

- A. State Consent Required:** No portion of work to be performed under this agreement shall be assigned by the Subrecipient to any third party without written consent of the State.
- B. No Federal or State of Idaho Government Obligation to Third Parties:** The Subrecipient agrees that the Federal and State governments have no liability under this agreement. The Subrecipient assures that it will include language in any contract under this agreement that states the Federal and State governments have no liability under the contract and require the contractor to include language to this effect in any subcontract, except if the Subrecipient has specific written consent from the Federal and/or State governments that it/they will accept liability.
- C. Subcontracting Rules:** In the event the Subrecipient subcontracts any work covered by this Agreement, the Subrecipient shall require compliance by its subcontractors with applicable provisions, statutes or regulations governing their legal responsibilities in public contracts.

In addition, the Subrecipient shall require compliance with all Federal, State, and local laws and regulations and include required Federal clauses in contracts and purchase orders.



10. Procurement Requirements:

All procurements for contracted services (complementary paratransit, cabs, etc.) must go through a bidding process.

A. Procurement System:

- i. **The Subrecipient**, assures it has or will establish a procurement system in compliance with FTA procurement requirements in FTA Circular 4220.1 third party contracting requirements as well as any other implementing requirements of Federal, State, or local government, including:
 1. a five-year limitation on rolling stock;
 2. requirement for full and open competition;
 3. a prohibition against geographic preferences;
 4. the use of Brooks Act procedures for procurement of architectural engineering services if the state has not adopted a statute governing procurement of such services;
<https://www.acec.org/advocacy/qbs/brooks2/>
 5. inclusion in its contracts all Federal clauses required by Federal laws, executive orders, or their implementing regulations, as required by FTA Circular 4220.1;
 6. inclusion in its subcontracts and sub agreements all Federal clauses required by Federal laws, executive orders, or their implementing regulations, as required in FTA Circular 4220.1;
 7. written protest procedures;
 8. ethical standards of conduct;
 9. use of appropriate procurement method.
<https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/Third%20Party%20Contracting%20Guidance%20%28Circular%204220.1F%29.pdf>

- B. **Required Provision in Procurement Notices:** The following required provision shall be included in any advertisement or invitation to bid for any procurement under this Agreement:

Statement of Financial Assistance: "Statement of Financial Assistance: This Procurement is subject to a financial assistance grant agreement between the State of Idaho and the U.S. Department of Transportation."

- C. **Procurement Requirements:** Subrecipient will follow the following procurement guidelines:

Subrecipients are subject to their own procurement policies, and IDAPA Title 38 when applicable. If not applicable at a **MINIMUM** FEDERAL thresholds issued in OMB issued memorandum [OM-18-18](#) must be followed. Note: Circulars may not be updated to reflect the new procurement thresholds issued by OMB through OM-18-18.

- D. **Bus and Van Testing:** The Subrecipient will comply with FTA bus testing requirements applicable to heavy-duty large and small buses; medium-duty buses; light-duty mid-size buses; and light-duty small buses, cutaways, or modified vans (does not apply to unmodified mass-produced vans). If testing is not required, the Subrecipient will instead obtain the manufacturer's certification that the vehicle is exempt from FTA bus testing requirements and also obtain a list of recent purchasers of the vehicle (with contact information), to aid evaluation prior to vendor selection.

<http://www.gpo.gov/fdsys/pkg/CFR-2005-title49-vol1/content-detail.html>

- i. For Equipment Purchases - The Subrecipient will provide the same equipment specifications to each prospective vendor and seek at least three bids or price quotes. The Subrecipient will submit price quotes or bids received to the State with its preferred vendor selection noted, for State approval to purchase. For more information see FTA Best Practices Procurement Manual,
<https://www.transit.dot.gov/funding/procurement/third-party-procurement/best-practices-procurement-manual>



- E. Pre-Award and Post-Delivery Review of New Vehicles:** The Subrecipient assures it will conduct a pre-award and/or post-delivery reviews for all new vehicles purchased under this project, as specified below. The Subrecipient assures it will conduct these reviews per the formats and instructions provided by the State. Pre-Award Reviews must be submitted to the State for approval
- F. Vehicle Identification Numbers to State:** The Subrecipient will provide each vehicle's identification number (VIN) to the State with the first payment invoice for the particular vehicle.
- G. Titles to Vehicles/Equipment & Liens:**
- i. Title to Project equipment other than vehicles shall rest with the Subrecipient.
 - ii. The Subrecipient hereby agrees that the State of Idaho is lien holder for each vehicle purchased under this Project. The Subrecipient shall arrange with the Idaho Division of Motor Vehicles (DMV) to issue the certificate of title in the name of the Subrecipient with the State of Idaho Transportation Department as lien holder. The Subrecipient shall arrange with DMV to send the original title to the State's Public Transportation Office for this project.
 - iii. The State will hold a lien on the title of any vehicle purchased under this project. The Subrecipient may request a clear title after the vehicle reaches its useful life.

The Subrecipient gives the State Power of Attorney limited to applying for a Vehicle Title from the Idaho Division of Motor Vehicles and to requesting the Idaho Division of Motor Vehicles remove the State's lien from the vehicle title.



YOUR Safety • • • ► YOUR Mobility • • • ► YOUR Economic Opportunity

CERTIFICATION REGARDING FEDERAL LOBBYING:

Certification for Contracts, Grants, Loans, and Cooperative Agreements:

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with FTA and/or State general funds as it pertains to this agreement from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Authorized Signature for Subrecipient:

Name	Title	Phone	E-mail
Signature and Date:			



CITY COUNCIL MEETING AGENDA ITEM SUMMARY

ITEM TITLE ORDINANCE 4910	AGENDA NO. VI. F. 1. a. AGENDA DATE: March 25, 2024
ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.) The proposed changes to City code were suggested by Idaho Department of Environmental Quality following the City of Lewiston's Pretreatment Audit. Various sections in Chapter 36, Division 3, Industrial Pretreatment Regulations for Existing and New Sources of Pollution has been updated. Also, there is a revision to Section 8, concerning judicial review of operational upsets and those actions judicial review is not authorized.	
BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources) No budgetary impact is anticipated with these revisions.	
ACTION PROPOSED Staff Proposes Council Approve Ordinance 4910.	

CITY ORDINANCE NO. 4910

AN ORDINANCE OF THE CITY OF LEWISTON AMENDING SECTION 36-152 OF THE LEWISTON CITY CODE TO AMEND EXISTING DEFINITIONS; AMENDING SECTION 36-153(b)(16) RELATING TO SPECIFIC PROHIBITION OF WASTEWATER TEMPERATURE; AMENDING SECTION 36-159 RELATING TO WASTEWATER DISCHARGE PERMIT REQUIREMENTS; AMENDING SECTION 36-160 RELATING TO REPORTING REQUIREMENTS FOR DISCHARGER; AMENDING SECTION 36-166 RELATING TO NOTIFICATION OF VIOLATION AND ADMINISTRATIVE ADJUSTMENT; AMENDING SECTION 36-167 RELATING TO SHOW CAUSE HEARINGS; AMENDING SECTION 36-171 RELATING TO UPSETS; AMENDING SECTION 36-174 RELATING TO NONEXCLUSIVE REMEDIES; ENACTING SECTION 36-176 RELATING TO AFFIRMATIVE DEFENSES TO VIOLATIONS; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF LEWISTON, IDAHO:

SECTION 1: Lewiston City Code § 36-152 is hereby amended as follows:

Sec. 36-152. - Words, terms and phrases defined.

...

Interference means a discharge which alone or in conjunction with a discharge or discharges from other sources, inhibits or disrupts the POTW, its treatment processes or operations or its ~~biosolids~~ sludge processes, use or disposal; ~~and therefore, or~~ is a cause of a violation of the city's NPDES/IPDES permit or of the prevention of ~~biosolids~~ sewage sludge use or disposal in compliance with any of the following statutory/regulatory provisions or permits issued thereunder, ~~(or any more stringent state or local regulations)~~; Section 405 of the Clean Water Act; the Solid Waste Disposal Act (SWDA), including Title II commonly referred to as the Resource Conservation and Recovery Act (RCRA); any state regulations contained in any state ~~biosolids~~ sludge management plan prepared pursuant to Subtitle D of the SWDA; the Clean Air Act; the Toxic Substances Control Act; and the Marine Protection, Research, and Sanctuaries Act.

...

Significant noncompliance (SNC) means violations which meet one (1) or more of the following criteria:

- (1) Violations of wastewater discharge limits.
 - a. Chronic violations: Sixty-six (66) percent or more of the wastewater measurements taken for the same pollutant parameter during a six-month period exceed (by any magnitude) a numeric pretreatment standard or requirement, including instantaneous limits, as defined by 40

CFR 403.3(l).

- b. Technical review criteria (TRC) violations: Thirty-three (33) percent or more of the wastewater measurements taken for the same pollutant parameter during a six-month period equal or exceed the product of the numeric pretreatment standard or requirement, including instantaneous limits, as defined by 40 CFR 403.3(l) multiplied by the TRC (TRC equals 1.4 for BOD, TSS, fats, oils and grease, and 1.2 for all other pollutants except pH).
 - c. Any other violation of a pretreatment standard or requirement as defined by 40 CFR 403.3(l) (daily, maximum, ~~longer term~~ long-term average, instantaneous limit, or narrative standard) that the city determines has caused, alone or in combination with other discharges, interference or pass through, including endangering the health of POTW personnel or the general public.
 - d. Any discharge of pollutants that have caused imminent endangerment to human health/welfare or to the environment ~~and or have~~ has resulted in the city's exercise of its emergency authority to halt or prevent such a discharge.
- (2) ~~Violations of compliance schedule milestones contained in a wastewater discharge permit or enforcement order, for starting construction, completing construction, and attaining final compliance by ninety (90) days or more after the schedule date.~~ Failure to meet a compliance schedule milestone contained in an indirect discharge permit or enforcement order for starting construction, completing construction, or attaining final compliance within ninety (90) days after the schedule date.
 - (3) Failure to provide any required reports, ~~such as~~ including baseline monitoring reports, reports on compliance with categorical pretreatment standard deadlines, periodic self-monitoring reports, and reports on compliance with compliance schedules within forty-five (45) days from the due date.
 - (4) Failure to accurately report noncompliance.
 - (5) Any other violation or group of violations, including a violation of BMPs, which the city determines will adversely affect the operation or implementation of the city's pretreatment program.

Slug load or slug discharge means any discharge at a flow rate or concentration which could cause interference or a violation of the prohibited discharge standards in section 36-153 of this division or any discharge of a non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch discharge, which has a reasonable potential to cause interference or pass through, or in any other way violate the POTW's regulations, local limits, or permit conditions.

SECTION 2: Lewiston City Code § 36-153(b)(16) is hereby amended as follows:

...

(b) *Specific prohibitions.* No discharger shall introduce or cause to be introduced into the POTW the following pollutant, substances, or wastewater:

...

(16) Any wastewater having a temperature which will inhibit biological activity in the POTW treatment plant resulting in interference, ~~but~~ in no case, wastewater with a temperature at the introduction into the POTW treatment plant which exceeds forty (40) degrees Celsius (one hundred four (104) degrees Fahrenheit), unless the POTW treatment plant is designed to accommodate such temperature. If, in the opinion of the city, lower temperatures of such wastes could harm either the wastewater lines, wastewater treatment processes or equipment; have an adverse effect on the receiving streams or otherwise endanger life, health or property; or constitute a nuisance, the city may prohibit such discharges.

SECTION 3: Lewiston City Code § 36-159 is hereby amended as follows:

Sec. 36-159. Wastewater discharge permit requirements.

No significant industrial discharger shall discharge wastewater into the POTW without first obtaining a wastewater discharge permit from the city. Any violation of the terms and conditions of a wastewater discharge permit shall be considered to be a violation of this division and subjects the permittee to the sanctions set out in this chapter. Obtaining a wastewater discharge permit does not relieve a permittee of its obligation to comply with all Federal and State pretreatment standards or requirements or with any other requirements of Federal, State, and local law.

...

(c) *Wastewater discharge permit decisions.* ~~The city shall issue each significant discharger a wastewater discharge permit. The city may issue wastewater discharge permits to dischargers/industrial dischargers other than those defined within this division as "significant" as necessary to carry out the purposes of this division.~~ Wastewater discharge permits will be based on information in the data disclosure form. The city shall evaluate the data furnished by each discharger and may require additional information. The city shall determine whether to issue a wastewater discharge permit. The city may deny any application for a wastewater discharge permit.

(d) *Wastewater discharge permits contents.* The wastewater discharge permit shall include such conditions as are reasonably deemed necessary by the city to prevent pass through or interference, protect the quality of the water body receiving the treatment plant's effluent, protect worker health and safety, facilitate sludge management and disposal, and protect against damage to the POTW.

(1) Wastewater discharge permits shall include the following:

- a. ~~Limits on the average and maximum wastewater characteristics and pollutant concentrations, loadings or characteristics.~~A statement that indicates the wastewater discharge permit's duration, which in no event shall exceed five (5) years. The wastewater discharge permit shall also include the issuance date, expiration date, and effective date.
- b. ~~When appropriate, implementation of BMPs, self-monitoring requirements, including flow monitoring frequency and method, sampling frequencies, numbers, types and standards for tests.~~A statement that the wastewater discharge permit is non-transferable without prior notification to and approval from the city, and provisions for furnishing the new owner and/or operator with a copy of the existing wastewater discharge permit.
- c. ~~Authorized points of discharge and regulated processes.~~Applicable pretreatment standards and requirements, including any special state requirements.
- d. ~~Requirement for immediate notification to the city where self-monitoring results indicate noncompliance.~~Effluent limits, including BMPs, based on applicable pretreatment standards.
- e. ~~Requirement to report a bypass or upset of a pretreatment facility.~~ Self-monitoring, sampling, reporting, notification, and record-keeping requirements. These requirements shall include an identification of pollutants (or BMP) to be monitored, sampling location, sampling frequency, and sample type based on federal, state, and local law.
- f. ~~Requirement for the significant industrial discharger who reports noncompliance to repeat the sampling and analysis and submit the analysis to the city within thirty (30) calendar days after becoming aware of the violation.~~The process for seeking a waiver from monitoring for a pollutant neither present nor expected to be present in the discharge in accordance with Section 36-160(b)(6)(a).
- g. A statement of applicable civil, criminal, and administrative penalties for violation of pretreatment standards and requirements, and any applicable compliance schedule. Such schedule may not extend the time for compliance beyond that required by applicable federal, state, or local law.
- h. Limits on the average and maximum wastewater characteristics and pollutant concentrations, loadings or characteristics.
- i. Authorized points of discharge and regulated processes.
- j. Requirement for immediate notification to the city where self-monitoring results indicate non-compliance.
- k. Requirement to report a bypass or upset of a pretreatment facility.
- l. Requirement for the significant industrial discharger who reports non-compliance to repeat the sampling and analysis and submit the analysis to the city within thirty (30) calendar days after becoming aware of the violation.

- (2) Wastewater discharge permits may include, but shall not be limited to, the following:
 - a. Any fees and charges to be paid upon initial issuance.
 - b. Limits on the average and maximum rate and time of discharge and/or requirements for flow regulations and equalization.
 - c. Requirements for the installation and maintenance of inspection and sampling facilities, including flow measurement devices.
 - d. Requirements for the installation of pretreatment technology, pollution control, or construction of appropriate containment devices, designed to reduce, eliminate, or prevent the introduction of pollutants into the treatment works.
 - e. Development and implementation of waste minimization plans to reduce the amount of pollutants discharged to the POTW.
 - ~~df.~~ Special conditions as the city may reasonably require under particular circumstances of a given discharge.
 - eg. Compliance schedules.
 - ~~fh.~~ Requirements for the submission of special technical reports or discharge reports where the same differs from those prescribed by this division.
 - gi. Any special agreements the city chooses to continue or develop between the city and a discharger.
 - j. Any grant of the monitoring waiver by the city shall be included as a condition in the wastewater discharge permit, including reference to the specifically waived pollutant(s).

~~(d)(e)~~ *Wastewater discharge permits duration.* All wastewater discharge permits shall be issued for a specified time period, not to exceed five (5) years, period, subject to amendment or revocation as provided in this division. A wastewater discharge permit may be issued for a period less than five (5) years, at the discretion of the public works director. Each wastewater discharge permit shall indicate a specific date upon which it will expire.

~~(e)(f)~~ *Wastewater discharge permit transfer.* Wastewater discharge permits may be reassigned or transferred to a new owner and/or operator only if the permittee gives at least twenty (20) calendar days' advance notice to the city and the city approves the wastewater discharge permit transfer. The notice to the city must include a written certification by the new owner and/or operator which states that:

- (1) The new owner and/or operator have no immediate intent to change the facility's operations and processes;
- (2) Identifies the specific date on which the transfer is to occur; ~~and~~
- (3) The new owner and/or operator acknowledges it has received a copy of the existing discharge permit; and

~~(3)~~(4) Acknowledges full responsibility for complying with the existing wastewater discharge permit.

Failure to provide advance notice of a transfer or to provide a copy of the existing discharge permit renders the wastewater discharge permit voidable as of the date of facility transfer.

~~(f)~~(g) *Wastewater discharge permits reissuance.* A discharger, required to have a wastewater discharge permit, shall apply for wastewater discharge permit reissuance by submitting a complete disclosure form, in accordance with subsection (a) of this section, a minimum of ninety (90) calendar days prior to the expiration of the discharger's existing wastewater discharge permit. A discharger, whose existing wastewater discharge permit application has expired and who failed to submit its reapplication in the time period specified herein, shall be deemed to be discharging without a wastewater discharge permit. ~~If the discharger submits its data disclosure form within the time period provided in this subsection and the city does not issue a new permit prior to the expiration date in the existing permit, the existing permit shall remain in effect until the new permit is reissued. If the discharger fails to submit its data disclosure form within the time period specified in this subsection and a new permit is not issued by the city prior to the expiration date of the existing permit, the discharger is deemed to be discharging without a valid permit.~~

~~(g)~~(h) *Wastewater discharge permits modification.* The city may modify the wastewater discharge permit for good cause including, but not limited to, the following:

- (1) To incorporate any new or revised federal, state, or local pretreatment standards or requirements;
- (2) To address significant alterations or additions to the discharger's operation, processes, or wastewater volume or character since the time of the wastewater discharge permit issuance;
- (3) A change in the POTW that requires either a temporary or permanent reduction or elimination of the authorized discharge;
- (4) Information indicating that the permitted discharge poses a threat to the POTW, city personnel, or the receiving waters;
- (5) Violation of any terms or conditions of the wastewater discharge permit;
- (6) Misrepresentations or failure to fully disclose all relevant facts in the wastewater discharge permit application or in any required reporting;
- (7) Revision of or a grant of variance from categorical pretreatment standards pursuant to 40 CFR 403.13;
- (8) To correct typographical or other errors in the wastewater discharge permit;
or
- (9) To reflect a transfer of the facility ownership and/or operation to a new owner/operator.

~~(h)~~(i) *Final compliance deadlines.*

- (1) Deadline for compliance with categorical standards shall be in accordance with

40 CFR 403.6(b).

- (2) The city shall establish a final compliance deadline date for any existing significant industrial discharger not covered by categorical pretreatment standards or for any categorical discharger when the local limits for said discharger are more restrictive than the USEPA's categorical pretreatment standards. The city shall establish the shortest feasible time for the discharger to achieve compliance and shall incorporate a final compliance date within the discharger's wastewater discharge permit.
- (3) New sources and new dischargers that fit the definition of significant discharger shall install and have in operating condition, and shall start-up all pollution control equipment required to meet applicable pretreatment standards before beginning to discharge. Within the shortest feasible time (not to exceed ninety (90) calendar days), new sources and new dischargers must meet all applicable pretreatment standards.
- (4) Any wastewater discharge permit issued to a categorical discharger shall contain a compliance date that is not later than any deadline date established in the USEPA's categorical pretreatment standards. Any other existing discharger or a categorical discharger that must comply with a more stringent local limit which is in noncompliance with any local limits shall be provided with a compliance schedule placed in the wastewater discharge permit to ensure compliance within the shortest time feasible.

~~(+)(j)~~ *Wastewater discharge permits revocation.* Wastewater discharge permits may be revoked for, but not limited to, the following reasons:

- (1) Failure to notify the city of significant changes to the wastewater prior to the changed discharge;
- (2) Failure to provide prior notification to the city of changed condition pursuant to section 36-160(j) of this Code;
- (3) Misrepresentation or failure to fully disclose all relevant facts in the wastewater discharge permit application;
- (4) Falsifying self-monitoring reports;
- (5) Tampering with monitoring equipment;
- (6) Refusing to allow the city timely access to the facility premises and records;
- (7) Failure to meet effluent limitations;
- (8) Failure to pay penalties;
- (9) Failure to pay wastewater charges;
- (10) Failure to meet compliance schedules;
- (11) Failure to complete a wastewater survey or the wastewater discharge permit application;
- (12) Failure to provide advance notice of the transfer of a permitted facility; ~~or~~

(13) Failure to provide a copy of the existing discharge permit to a new owner and/or operator when the permit is transferred; or

~~(13)~~(14) Violation of any pretreatment standard or requirement, or any terms of the wastewater discharge permit or this division.

Wastewater discharge permits shall be voidable upon cessation of operations or transfer of business ownership. All wastewater discharge permits are void upon issuance of a new wastewater discharge permit to the permittee.

SECTION 4: Lewiston City Code § 36-160 is hereby amended as follows:

Sec. 36-160. Reporting requirements for discharger.

...

(d) ~~Authorized representative and certification~~Certification statements.

(1) Certification of permit applications, user reports, and initial monitoring waiver. All applications, reports, and reporting information shall be certified in accordance with 40 CFR 403.12(b)(6) and signed by an authorized representative as outlined in accordance with 40 CFR 403.12(l).

All wastewater discharge permit applications and discharge reports must be signed by an authorized representative of the discharger and contain the following certification statement:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is to the best of my knowledge and belief true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

(2) Certification of pollutants not present. All wastewater discharge permittees that have an approved monitoring waiver based on Section 36-160(b)(6)(a) must certify on each report that there has been no increase in the pollutant in its wastestream due to the activities of the discharger using the following certification statement:

"Based on my inquiry of the person or persons directly responsible for managing compliance with the pretreatment standard for 40 CFR [specify applicable National Pretreatment Standard part(s)], I certify that, to the best of my knowledge and belief, there has been no increase in the level of [list pollutant(s)] in the wastewaters due to the activities at the facility since filing of the last periodic report under Section 36-160(b)."

...

(f) ~~Notice of potential problems, including accidental spills and slug loadings. Any industrial discharger shall notify the city immediately of all discharges that could cause problems to the POTW, including any slug loads, as defined in section 36-152 of this Code. The notification shall include the concentration and volume and corrective action. Steps being~~

~~taken to reduce any adverse impact should also be noted during the notification. In the case of any discharge, including, but not limited to, accidental discharges, discharges of a nonroutine, episodic nature, a noncustomary batch discharge, a slug load or slug discharge, as defined in section 36-152 of this Code, that might cause potential problems for the POTW, the discharger shall immediately telephone and notify the public works director of the incident. This notification shall include the location of the discharge, type of waste, concentration and volume, if known, and corrective actions taken by the discharger. Any discharger who discharges a "slug" (or slugs) of prohibited materials shall be liable for any expense, loss, or damage to the POTW, in addition to the amount of any fines imposed on the city under state or federal law.~~

(1) Significant industrial dischargers are required to notify the public works director immediately of any changes at its facility affecting the potential for a slug discharge.

(g) *Noncompliance reporting.* If analysis of sampling performed by an industrial discharger indicates a violation of discharge permit limits, the discharger shall notify the city ~~immediately after~~within twenty-four (24) hours of becoming aware of the violation; provided, however, if the report was made orally, a written submission shall also be provided within five (5) days of the time the discharger becomes aware of the violation. The discharger shall then repeat the sampling and submit the analysis to the city within thirty (30) calendar days of the violation. Where the city conducts sampling in lieu of a discharger, the city must conduct the repeat sampling unless it requires the discharger to conduct the resampling. The discharger is not required to resample if:

- (1) The city performs sampling at the industrial discharger's facility at a frequency of at least once per month; or
- (2) The city performs sampling at the discharger's facility between the time when the discharger performs its initial sampling and the time when the discharger receives the results of this sampling.

SECTION 5: Lewiston City Code § 36-166 is hereby amended as follows:

Sec. 36-166. - Notification of violation; administrative adjustment.

The city may serve upon the discharger a written notice of violation, by certified mail with return receipt requested, when the city finds that a discharger has violated, or continues to violate, any provision in ~~section 36-165~~this division of this Code, a wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement. The notice shall contain the nature of the violation or violations, and may contain what action if any is required of the discharger to correct the violation. The notice may also contain what penalty or other remedy the city may seek against the discharger for the violation or violations. Within ten (10) calendar days of the receipt of this notice, an explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific required actions, shall be submitted by the discharger to the city. Submission of this plan in no way relieves the discharger of liability for any violations occurring before or after receipt of the notice of violation. Nothing in this section shall limit the city's authority to take any action, including emergency actions or any other enforcement action, without first issuing a notice of violation.

SECTION 6: Lewiston City Code § 36-167 is hereby amended as follows:

Sec. 36-167. - Show cause hearing.

Where a violation of this division by a discharger is not corrected by timely compliance through the procedures set forth in section 36-166 of this Code, the city may order such discharger to show cause before the duly authorized representative(s) of the city why the proposed enforcement action should not be taken. A written notice shall be served on the discharger no less than ten (10) calendar days before a hearing is held. The notice shall be served by personal service, or certified or registered mail with return receipt requested, and shall specify the date, time, and place of the hearing to be held, the proposed enforcement action, the reasons for such action, and a request that the discharger show cause why the proposed ~~the reasons why the enforcement action is to~~ should not be taken, and the proposed enforcement action. Service of the notice may be made on any agent, officer or authorized representative of the discharger. The information and evidence presented at the hearing shall be considered by the representative(s) of the city, which shall then prepare and present to the discharger a document containing the appropriate findings of fact, conclusion of law and final order(s). Within twenty (20) calendar days of receipt of the final order, the discharger may appeal to the city council, which may grant a hearing to take additional evidence or render its decision based upon the record of the show cause hearing proceedings. A show cause hearing shall not be a bar against, or a prerequisite for, taking any other action against the discharger.

SECTION 7: Lewiston City Code § 36-171 is hereby amended as follows:

Sec. 36-171. - Operating upsets.

(a)Experiencing an upset. Any discharger who experiences a disruption of operations which places the discharger in a temporary state of noncompliance with this division shall inform the city within twenty-four (24) hours of the first awareness of the commencement of the disruption. Where such information is given orally, a written follow-up report thereof shall be filed by the discharger with the city within five (5) calendar days. The report shall specify:

(1)Description of the ~~disruption, indirect discharge, and the cause thereof; and the disruption's impact on the discharger's compliance status.~~

(2)Duration of noncompliance, including exact dates and times of noncompliance; ~~and or if the noncompliance continues, the anticipated time by which compliance is reasonably expected to occur.~~ the noncompliance is expected to continue;

(3)All steps taken or to be taken and/or planned to reduce, eliminate and prevent recurrence of such an upset or other conditions of noncompliance; ~~and~~

(4)That the facility was at the time being operated in a prudent and workman-like manner and in compliance with applicable operation and maintenance procedures.

(b)Affirmative defense. A disruption shall constitute an affirmative defense to an action brought for noncompliance with applicable standards, if the discharger can establish through

properly signed, contemporaneous operating logs, or other relevant evidence that the requirements of subsection (a) of this section have been met.

(c)Burden of proof. In any enforcement proceeding, the discharger seeking to establish the occurrence of an ~~disruption~~upset shall have the burden of proof.

(d)Discharger responsibility in case of disruption. The discharger shall control production ~~or of~~ all discharges to the extent necessary to maintain compliance with applicable pretreatment standards upon reduction, loss, or failure of its treatment facility until the facility is restored or an alternative method of treatment is provided. This requirement applies in the situation where, among other things, the primary source of power of the treatment facility is reduced, lost or fails.

(e) Judicial Review. Dischargers shall have the opportunity for a judicial determination on any claim of upset only in an enforcement action brought for noncompliance with categorical pretreatment standards. Judicial review is not available for issues related to BOD or any other matter that does not qualify as “categorical pretreatment standards.”

SECTION 8: Lewiston City Code § 36-174 is hereby amended as follows:

Sec. 36-174. - Remedies nonexclusive.

~~Sections 36-164 through 36-173 of this Code are not exclusive remedies. The remedies provided for in this division are not exclusive.~~ The city reserves the right to take any, all, or any combination of these actions against a noncompliant discharger. Enforcement of pretreatment violations will generally be in accordance with the city’s enforcement response plan. Further, the city is empowered to take more than one (1) enforcement action against any noncompliant discharger when the circumstances warrant. These actions may be taken concurrently.

SECTION 9: Lewiston City Code § 36-176 is hereby enacted as follows:

Sec. 36-176. – Affirmative Defense to Violation.

A discharger shall have an affirmative defense to an enforcement action brought against it for noncompliance with section 36-153 of this Code if it can prove that it did not know, or have reason to know, that its discharge, alone or in conjunction with discharges from other sources, would cause pass through or interference and that either:

- (a) A local limit exists for each pollutant discharged and the discharger was in compliance with each limit directly prior to, and during, the pass through or interference; or
- (b) No local limit exists, but the discharge did not change substantially in nature or constituents from the discharger’s prior discharge when the City was regularly in compliance with its NPDES permit, and in the case of interference, was in compliance with applicable sludge use or disposal requirements.

SECTION 10: This ordinance shall take effect and be in full force from and after its passage and publication.

PASSED this _____ day of _____, 2024.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

Tanya M. Brocke, City Clerk

CITY ORDINANCE NO. 4907

AN ORDINANCE OF THE CITY OF LEWISTON AMENDING SECTION 37-193 OF THE LEWISTON CITY CODE RELATED TO PENALTIES UNDER CHAPTER 37, AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF LEWISTON, IDAHO:

SECTION 1: Lewiston City Code § 37-193 is hereby amended as follows:

Sec. 37-193. Penalty.

Unless otherwise provided, a ~~A willful~~ violation of any provision of this chapter shall be a ~~petty~~ misdemeanor, punishable by a fine not to exceed one thousand dollars (\$1,000), or imprisonment not to exceed six (6) months, or both such fine and imprisonment. Each day that a violation occurs shall constitute a separate offense.

SECTION 2: This ordinance shall take effect and be in full force from and after its passage and publication.

PASSED this _____ day of _____, 2024.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

Tanya M. Brocke, City Clerk

CITY ORDINANCE NO. 4906

AN ORDINANCE OF THE CITY OF LEWISTON AMENDING SECTIONS 30-2 AND 30-8 OF THE LEWISTON CITY CODE TO REMOVE REFERENCES TO GOVERNMENT SIGNS; AMENDING SECTION 30-5 TO ADD AND AMEND DEFINITIONS RELATED TO SIGNS; AMENDING SECTION 30-6 TO CLARIFY THAT PERMITS ARE REQUIRED UNLESS OTHERWISE EXEMPTED BY THIS CHAPTER; AMENDING SECTION 30-11 TO REMOVE TYPE IV SIGNS; AMENDING SECTION 30-12(c) TO AMEND THE REGULATIONS FOR SIGNS IN RESIDENTIAL ZONES; AMENDING SECTIONS 30-13 AND 30-14 TO LIMIT THE NUMBER OF FREESTANDING AND/OR GROUND MONUMENT SIGNS IN COMMERCIAL ZONES; AMENDING SECTION 30-22 TO ALTER RELEVANT TIMEFRAMES IN THE APPEAL PROCESS, AND SPECIFYING REQUIREMENTS IN FILING A NOTICE OF APPEAL; AMENDING SECTION 30-23 TO CHANGE "VARIANCE" TO "WAIVER;" AMENDING SECTION 30-24 TO CLARIFY THE PROCESS FOR RELOCATING OR REPLACING SIGNS INSTALLED BEFORE OCTOBER 16, 2017; AMENDING SECTION 37-140.1(a) TO REFER TO THE PROVISIONS IN CHAPTER 30; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF LEWISTON, IDAHO:

SECTION 1: Lewiston City Code § 30-2 is hereby amended as follows:

Sec. 30-2. Findings, purpose and intent, interpretation.

...

(b) The purposes of this sign code are to:

...

(8) ~~Enhance,~~ ~~Protect,~~ and preserve the aesthetic quality and physical appearance of the City of Lewiston.

...

~~(f) These regulations are not intended to and do not apply to signs erected, maintained, or otherwise posted, owned, or leased by the State of Idaho, the federal government, the City of Lewiston, or any other local governmental entities. The inclusion of "government" in describing some signs does not intend to subject the government to regulation, but instead helps describe the types of signs that fall within the immunities of the government from regulation.~~

SECTION 2: Lewiston City Code § 30-5 is hereby amended as follows:

Sec. 30-5. Definitions.

...

Dwelling, multifamily means the same as defined in chapter 37 of this Code.

...

Height means the vertical distance measured from the highest point of a sign, ~~excluding decorative embellishments,~~ to the grade of the adjacent street or the surface grade

beneath such sign, except for a freestanding sign, which is measured from the vertical distance from the highest point of the sign to the surface grade of the adjacent street or the surface grade beneath the sign, whichever is less.

...

Manufactured home park means the same as defined in chapter 37 of this Code.

...

Semi-public use means the same as defined in chapter 37 of this Code.

...

Sign area means the area measured by the smallest ~~circle, square, or rectangle~~ standard geometric shape that encompasses all elements of informational or representational matter, including any frame or background that is an integral part of the sign ~~all cut outs or extensions, together with any materials or color forming an integral part of the display or to differentiate the sign from the background to which it is placed. The term sign area shall not be construed to include architectural trim, frames, and structural supports that do not bear any sign copy.~~ Each display surface of a sign face shall be included in calculating sign area where multiple sign faces are visible at the same time from a fixed location.

...

Standard geometric shape means a conventional geometric shape, such as a circle, oval, rhombus, trapezoid, triangle, square, rectangle, or some other shape that has an acceptable mathematical formula for calculating area.

...

SECTION 3: Lewiston City Code § 30-6 is hereby amended as follows:

Sec. 30-6. Signs, generally.

- (a) No sign shall be placed, erected, affixed, attached, or otherwise established or displayed without a permit, unless otherwise exempted by this chapter. These regulations do not apply to "government signs," as defined herein.
- (~~a~~b) Subject to the limitation set forth in this chapter, a person may only place signs on property owned or controlled by such person; provided, however, a person may place signs on property owned or controlled by another person so long as the owner of such property has consented to placement of such signs.
- (~~b~~c) Signs shall be designed and constructed in accordance with this chapter and the International Building Code, as adopted by the City of Lewiston. In case of a conflict between the requirements of this chapter and the requirements of the International Building Code, the requirements of the International Building Code shall control.
- (~~c~~d) Signs shall not be internally illuminated or animated unless specifically authorized by this chapter.
- (~~d~~e) No sign shall interfere with any component of a building's exiting system, such as doors, windows, and fire escapes.

(~~ef~~) A violation of this chapter shall be an infraction, punishable by a fine ~~not to exceed~~ of two hundred fifty dollars (\$250.00). Each day of violation shall be considered a separate offense.

SECTION 4: Lewiston City Code § 30-8 is hereby amended as follows:

Sec. 30-8. Required signs—Permit not required.

The following signs are required without a sign permit in every zoning district:

(1) Each property owner shall mark their property using numerals that identify the address of the property, as required by chapter 31 of this Code and the Lewiston Fire Department.

~~(2) Government signs required by federal, state, or local law to warn of a danger or to prohibit access to the property, either generally or specifically. If the federal, state, or local regulation describes the form and dimensions of such government sign, the property owner must comply with those requirements. Otherwise, when not defined, such government sign shall be no larger than two (2) square feet and located in a place on the property that provides access to such notice.~~

~~(23)~~ Signs required by this section shall not count toward any limitation on the number or area of signs allowed on private property, as set forth in this chapter.

SECTION 5: Lewiston City Code § 30-11 is hereby amended as follows:

Sec. 30-11. Signs in the public right-of-way.

...

~~(g) Type IV signs are temporary signs affixed to a city-provided structure that is located in the public right-of-way and designed to display such signs. Type IV signs are allowed subject to the following conditions:~~

~~(1) Approval from the department;~~

~~(2) Thirty-two (32) square feet in size;~~

~~(3) Not an internally illuminated or animated sign; and~~

~~(4) Affixed to the city-provided structure no longer than thirteen (13) consecutive days.~~

~~An application for a Type IV sign may not be granted by the department more than six (6) months prior to placement of such sign.~~

~~(hg)~~ Bench signs shall not be allowed in the public right-of-way.

SECTION 6: Lewiston City Code § 30-12(c) is hereby amended as follows:

Sec. 30-12. Signs in residential zones.

...
(c) Unless otherwise provided, the following regulations apply to all signs within residential zones:

- ...
- (6) ~~A church, a semi-public use, A- a subdivision, multifamily dwelling, or a manufactured home park~~ may have one (1) ground monument sign per entrance to such ~~church, semi-public use, subdivision, multifamily dwelling, or manufactured home park~~ no larger than thirty-two (32) square feet. Such sign(s) shall not be placed ~~at the entrance(s) of the subdivision, but not~~ within a clear vision area or in an area to be dedicated as public right-of-way, as determined by the public works director, or designee.
- ...

SECTION 7: Lewiston City Code § 30-13(c) is hereby amended as follows:

Sec. 30-13. Signs in commercial zones, excepting the local commercial (C-1) zone and the central commercial (C-5) zone.

...
(c) Unless otherwise provided, the following regulations apply to all signs within commercial zones, except the local Commercial (C-1) zone and the central commercial (C-5) zone:

- ...
- (9) *Street frontage limitation.* No more than two (2) freestanding and/or ground monument signs, combined, shall be allowed per lot street frontage.

SECTION 8: Lewiston City Code § 30-14(c) is hereby amended as follows:

Sec. 30-14. Signs in the local commercial (C-1) zone and the central commercial (C-5) zone.

...
(c) Unless otherwise provided, the following regulations apply to all signs within the local commercial (C-1) zone and the central commercial (C-5) zone:

- ...
- (9) *Street frontage limitation.* No more than two (2) freestanding and/or ground monument signs, combined, shall be allowed per lot street frontage.

SECTION 9: Lewiston City Code § 30-22 is hereby amended as follows:

Sec. 30-22. Appeals.

...
(b) A person aggrieved by a written order or decision of the department pursuant to this chapter may appeal such written order or decision to the planning and zoning commission by filing a written notice of appeal with the department within ~~fifteen~~

~~fourteen~~ (14⁵) calendar days ~~by 5:00 p.m. on the fourteenth (14th) day after~~ of receipt of such written order or decision, as described below. The notice of appeal shall specify the grounds for appeal and the name and address of the appellant(s).

Service of the department's written order or decision may be accomplished by hand-delivery or by mail. If such order or decision is hand-delivered, it shall be deemed received immediately. If such order or decision is served by mail, it shall be deemed received ~~forty-eight seventy-two (4872)~~ hours after depositing the same in the U.S. mail, first class, certified, or registered; postage prepaid; and addressed to the recipient's last known address.

If an appeal is not filed within ~~fifteen~~ fourteen (14⁵) calendar days ~~by 5:00 p.m. on the fourteenth (14th) day after~~ of receipt of the department's written order or decision, then the decision of the department shall be final.

...

- (e) A person aggrieved by the decision of the planning and zoning commission may appeal such decision to the city council by filing a written notice of appeal with the city clerk within ~~fifteen~~ fourteen (14⁵) calendar days ~~by 5:00 p.m. on the fourteenth (14th) day after the appellant's receipt from the date of the planning and zoning commission's decision, as described above~~. The notice of appeal shall specify the grounds for the appeal. If an appeal is not filed within the ~~fifteen~~ fourteen (14⁵) calendar days ~~by 5:00 p.m. on the fourteenth (14th) day after receipt of the planning and zoning commission's decision period~~, then the decision of the planning and zoning commission shall be final.

...

- (g) If the city council holds a hearing on the appeal, then notice of such hearing shall be published at least once in a newspaper of general circulation in the City of Lewiston at least ~~fifteen~~ fourteen (14⁵) calendar days prior to the hearing. Additionally, notice of such hearing shall be mailed to the owners of all properties within three hundred thirty (330) feet of the exterior boundary of the property that is the subject of such hearing. Notice shall be mailed at least eight (8) calendar days prior to the hearing. All notices shall include the date, time, and place of the hearing, as well as a short statement as to the subject matter of the hearing.

If notice is required to be mailed to two hundred (200) or more property owners, then public announcements of the hearing may be made in lieu of mailing notice. Such public announcements shall be made on local radio and television stations at least five (5), but not more than ~~fifteen~~ fourteen (14⁵), calendar days prior to the hearing.

The appellant shall have the right to be represented by legal counsel at the hearing and rebut any evidence that is submitted. The formal rules of evidence shall not apply.

...

SECTION 10: Lewiston City Code § 30-23 is hereby amended as follows:

Sec. 30-23. ~~Variances~~ Waivers.

...

- (b) The planning and zoning commission may authorize ~~variances~~ waivers from the requirements of this chapter where it can be shown that the requirements of this chapter would cause undue hardship or result in a situation or condition inconsistent with the intent of this chapter, as identified in section 30-2 of this chapter. In considering an application for a ~~variance~~ waiver, the planning and zoning commission shall consider:
- (1) The minimum ~~variance~~ waiver necessary to overcome the hardship described in the application;
 - (2) Whether the grant of the ~~variance~~ waiver would be detrimental to: (a) the purposes of this chapter; (b) the characteristics of the zone, district, or property in the vicinity of the premises on which a sign is proposed to be or is located; or (c) the objectives of the city's comprehensive plan;
 - (3) Whether conditions should be attached to the granting of a ~~variance~~ waiver to achieve the purposes of this chapter;
 - (4) Whether granting the ~~variance~~ waiver, in full or in part, would improve the appearance of the sign, building, or premises on which the sign is proposed to be or is located;
 - (5) Whether inherent difficulties of terrain exist on the premises on which the sign is proposed to be or is located; and
 - (6) Whether the proposed ~~variance~~ waiver is in conflict with the public interest.
- (c) The planning and zoning commission shall not grant a ~~variance~~ waiver for a sign that is not authorized within the zone in which the proposed sign would be located.
- (d) An applicant for a sign permit may request a ~~variance~~ waiver from the requirements of this chapter by filing an application with the department, which application shall be available from the department. An applicant shall also pay the application fee, as adopted by resolution of the city council. The applicant shall submit such application and application fee to the department at least twenty (20) calendar days prior to the meeting at which the application will be considered.
- (e) The planning and zoning commission shall hold a hearing on an application for a ~~variance~~ waiver within thirty (30) calendar days of receipt of such application. Notice of such hearing shall be provided as required by section 37-184(b) of this Code. The planning and zoning commission shall issue a written decision within twenty (20) calendar days after the hearing.

- (f) The planning and zoning commission may grant, in full or in part, or deny a variance waiver application. The planning and zoning commission may place conditions on the grant of a variance waiver to protect the interests of the surrounding property or neighborhood and to achieve the purposes of this chapter.

...

- (h) Authorization of a variance waiver shall be void after twelve (12) months unless:

- (1) The applicant has applied for a sign permit; or
- (2) The department has determined that the applicant has made substantial progress towards completion of the sign.

- (i) Once granted, a variance waiver is permanent.

SECTION 11: Lewiston City Code § 30-24 is hereby amended as follows:

Sec. 30-24. Existing signs.

- (a) A sign that was installed prior to October 16, 2017, may remain and be maintained; provided, that such sign:

...

- (2) Provides sufficient horizontal or vertical clearance from any communication line or energized electrical power line, as required by the laws of the State of Idaho;

...

...

- (c) A sign that was installed prior to October 16, 2017, ~~that is subsequently structurally altered, may be relocated, or replaced through the waiver process provided for in section 30-23 of this chapter. Any such sign shall comply with all other provisions of this chapter, unless otherwise approved through such waiver process.~~

SECTION 12: Lewiston City Code § 37-140.1(a) is hereby amended as follows:

Sec. 37-140.1. General provisions.

- (a) A home occupation is an activity, profession, or craft carried on entirely within a residence or associated accessory buildings by the occupants, which activity is clearly incidental to the use of said residence as a dwelling and does not change the residential character of it; is conducted in such a manner as to not give any outward appearance of a business in the ordinary meaning of the term, except from any related signage allowed by chapter 30 of this Code; so located and conducted that the average neighbor, under normal circumstances, would not be aware of its existence; and which does not infringe upon the rights of neighboring residents to enjoy a peaceful occupancy of their homes.

...

SECTION 13: This ordinance shall take effect and be in full force from and after its passage and publication.

PASSED this _____ day of _____, 2024.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

Tanya M. Brocke, City Clerk

**CITY OF LEWISTON
SUMMARY OF ORDINANCE NO. 4907**

ORDINANCE NO. 4907: AN ORDINANCE OF THE CITY OF LEWISTON AMENDING SECTION 37-193 OF THE LEWISTON CITY CODE RELATED TO PENALTIES UNDER CHAPTER 37, AND PROVIDING AN EFFECTIVE DATE.

Section 1 clarifies under Lewiston City Code § 37-193 that a violation of any provision in Chapter 37 (Zoning Code) is a misdemeanor, unless otherwise indicated, and lists the associated penalties. Section 2 provides an effective date.

As required by Idaho Code § 50-901A, the following excerpt from Ordinance No. 4907 is required to be published in full:

SECTION 1: Lewiston City Code § 37-193 is hereby amended as follows:

Sec. 37-193. Penalty.

Unless otherwise provided, a ~~A willful~~ violation of any provision of this chapter shall be a ~~petty~~ misdemeanor, punishable by a fine not to exceed one thousand dollars (\$1,000), or imprisonment not to exceed six (6) months, or both such fine and imprisonment. Each day that a violation occurs shall constitute a separate offense.

Ordinance No. 4907 is effective upon passage and publication.

CITY OF LEWISTON

By: Daniel G. Johnson
Mayor

Attest: Tanya M. Brocke
City Clerk

The full text of this ordinance is available at the City Clerk's office, Lewiston City Hall, 1134 F Street, Lewiston, during regular business hours.

I, KAYLA HERMANN, City Attorney, reviewed the foregoing Summary of Ordinance No. 4907. The summary is true and complete and provides adequate notice to the public pursuant to Idaho Code § 50-901A.

Dated this _____ day of _____ 2024.

Kayla Hermann
City Attorney

**CITY OF LEWISTON
SUMMARY OF ORDINANCE NO. 4906**

ORDINANCE NO. 4906: AN ORDINANCE OF THE CITY OF LEWISTON AMENDING SECTIONS 30-2 AND 30-8 OF THE LEWISTON CITY CODE TO REMOVE REFERENCES TO GOVERNMENT SIGNS; AMENDING SECTION 30-5 TO ADD AND AMEND DEFINITIONS RELATED TO SIGNS; AMENDING SECTION 30-6 TO CLARIFY THAT PERMITS ARE REQUIRED UNLESS OTHERWISE EXEMPTED BY THIS CHAPTER; AMENDING SECTION 30-11 TO REMOVE TYPE IV SIGNS; AMENDING SECTION 30-12(c) TO AMEND THE REGULATIONS FOR SIGNS IN RESIDENTIAL ZONES; AMENDING SECTIONS 30-13 AND 30-14 TO LIMIT THE NUMBER OF FREESTANDING AND/OR GROUND MONUMENT SIGNS IN COMMERCIAL ZONES; AMENDING SECTION 30-22 TO ALTER RELEVANT TIMEFRAMES IN THE APPEAL PROCESS, AND SPECIFYING REQUIREMENTS IN FILING A NOTICE OF APPEAL; AMENDING SECTION 30-23 TO CHANGE “VARIANCE” TO “WAIVER;” AMENDING SECTION 30-24 TO CLARIFY THE PROCESS FOR RELOCATING OR REPLACING SIGNS INSTALLED BEFORE OCTOBER 16, 2017; AMENDING SECTION 37-140.1(a) TO REFER TO THE PROVISIONS IN CHAPTER 30; AND PROVIDING AN EFFECTIVE DATE.

Section 1 removes subsection (f) in Lewiston City Code § 30-2 related to government signs because Chapter 30 does not apply to government signs. Section 2 adds necessary definitions and alters existing definitions for clarification. Section 3 adds a new subsection (a) in Lewiston City Code § 30-6 to clarify that signs require a permit, unless exempt, and to clarify that Chapter 30 does not apply to government signs. Section 4 removes subsection (2) in Lewiston City Code § 30-8 related to government signs. Section 5 removes regulations pertaining to Type IV signs because they are considered government signs. Section 6 adds regulations for signs erected by churches, semi-public uses, multifamily dwellings, and manufactured home parks within residential zones. Sections 7 and 8 clarify which signs are limited on a street front within commercial zones. Section 9 amends the appeals process to alter timeframe requirements. Sections 10 and 11 replace “variance” with “waiver” to distinguish the waiver process within Chapter 30 with the variance process in Idaho Code Title 67, Chapter 65. Section 12 adds a reference to Lewiston City Code Chapter 30 in § 37-140.1(a), to clarify that a home occupation may have signage allowed under Chapter 30. Section 13 provides an effective date.

As required by Idaho Code § 50-901A, the following excerpt from Ordinance No. 4906 is required to be published in full:

SECTION 3: Lewiston City Code § 30-6 is hereby amended as follows:

Sec. 30-6. Signs, generally.

...

(e) A violation of this chapter shall be an infraction, punishable by a fine ~~not to exceed~~ of two hundred fifty dollars (\$250.00). Each day of violation shall be considered a separate offense.

Ordinance No. 4906 is effective upon passage and publication.

CITY OF LEWISTON

By: Daniel G. Johnson
Mayor

Attest: Tanya M. Brocke
City Clerk

The full text of this ordinance is available at the City Clerk's office, Lewiston City Hall, 1134 F Street, Lewiston, during regular business hours.

I, KAYLA HERMANN, City Attorney, reviewed the foregoing Summary of Ordinance No. 4906. The summary is true and complete and provides adequate notice to the public pursuant to Idaho Code § 50-901A.

Dated this _____ day of _____ 2024.

Kayla Hermann
City Attorney



ADVISORY BOARD OR COMMISSION APPLICATION

Completing this form is a way to indicate your interest in being considered for appointment, or reappointment, to some of the City of Lewiston's Boards and Commissions. All appointments and re-appointments are at the discretion of the Mayor and confirmed by City Council (LCC 2-42 (b)). All boards and commissions applications are processed by the City Clerk and can be sent by mail to: Attn: City Clerk, PO Box 617, Lewiston, ID 83501; or email: tbrocke@cityoflewiston.org.

Full Name: STEVE CARLTON

Date: 03/08/2024

Email: steve@stevecarltonconstruction.com

Phone: 208.791.7681 or 208.743.3257

Address: 1103 Bryden Avenue

City/State/Zip: LEWISTON, ID 83501

If a resident of Lewiston, how long?: 63 YEARS

Employer: SELF

Occupation: GENERAL CONTRACTOR

Please number your choices according to preference (leave blank any one on which you do not wish to serve):

- | | |
|---|--|
| ☐ Audit Committee | ☐ Disability Advisory Commission |
| ☐ Business Improvement District Advisory Board:
All applicants for the Downtown Lewiston Business Improvement District (BID) Advisory Board must own property subject to the BID special assessment.
**Please answer the questions on page 3 of this application. | ☐ Emergency Medical Services Advisory Board |
| ☐ Code Board of Appeals | ☐ Historic Preservation Commission |
| ☐ Compensation Review Committee | ☐ Library Board of Trustees |
| ☒ Development Impact Fee Advisory Committee | ☐ Parks & Recreation Commission |
| | ☐ Planning & Zoning Commission |
| | ☐ Public Works Advisory Commission |
| | ☐ Urban Forestry & Cemetery Commission |

Attendance Requirements (LCC Chapter 2, Section 2-45):

Each member of an advisory board or commission, excluding the Emergency Medical Services Advisory Board, shall not be absent from any 3 consecutive meetings without an excuse acceptable to such advisory board or commission, and shall attend at least 7 of the preceding 12 regular meetings. Will you be able to meet the attendance requirements of the meetings of the boards to which you may be appointed? Yes ☒ No ☐

List any City Board, Commission, or Committee, on which you currently serve:

NONE

Please describe why you are interested in serving on a board or commission and why you feel you are qualified:

Being in the construction industry for the past 40 years and involved in developing multiple parcels within Lewiston, I feel I am qualified for this position.

Please note any paid or volunteer work, hobbies, special interests, or offices held that may relate to the position(s) for which you have applied (use extra paper if needed).

I have previously served on the Lewiston Chamber of Commerce, Airport Authority Board, and other Volunteer boards.

What unique qualities, perspectives, and life experiences would you bring to this board/commission and the City?

I was born and raised in Lewiston, Idaho. I am a general contractor who has developed multiple subdivisions, commercial and residential properties and continues to do so.

Please list below the names and telephone numbers of two persons who can serve as a personal reference for you:

Name:	BILL McCANN JR.	Phone:	208.791.6767
Name:	TODD DICKINSON	Phone:	208.791.6122

IMPORTANT INFORMATION ABOUT YOUR APPLICATION: Upon submittal of this application to the City Clerk’s office, all information provided becomes a public record. Should you have any questions, please contact the City Clerk at 208-746-3671 x 6202.

By typing my name or handwriting my signature, I certify that I have read the application and certify that the statements in this application are true and correct to the best of my knowledge:

Signature:		Date:	03/08/2024
------------	---	-------	------------

Return Completed Application by:

Mail:

City of Lewiston
Attn: City Clerk

OR

Email:
tbrocke@cityoflewiston.org

RECEIVED
By Tanya Brocke at 8:19 am, Mar 11, 2024

Drop Off:
City Hall

Page 182 of 187



ADVISORY BOARD OR COMMISSION APPLICATION

Completing this form is a way to indicate your interest in being considered for appointment, or reappointment, to some of the City of Lewiston's Boards and Commissions. All appointments and re-appointments are at the discretion of the Mayor and confirmed by City Council (LCC 2-42 (b)). All boards and commissions applications are processed by the City Clerk and can be sent by mail to: Attn: City Clerk, PO Box 617, Lewiston, ID 83501; or email: tbrocke@cityoflewiston.org.

Full Name: DIANA AMES Date: 3/11/24
Email: dames@lesci.edu Phone: 208-305-3287
dames@cityoflewiston.org
Address: 818-6TH AVE City/State/Zip: LEWISTON
ID 83501
If a resident of Lewiston, how long?: 37 years
Employer: Retired Occupation: retired LCC Faculty

Please number your choices according to preference (leave blank any one on which you do not wish to serve):

- | | |
|--|---|
| ☐ Audit Committee | ☐ Historic Preservation Commission |
| ☐ Code Board of Appeals | ☒ Library Board of Trustees |
| ☐ Compensation Review Committee | ☐ Parks & Recreation Commission |
| ☐ Development Impact Fee Advisory Committee | ☐ Planning & Zoning Commission |
| ☐ Disability Advisory Commission | ☐ Public Works Advisory Commission |
| ☐ Emergency Medical Services Advisory Board | ☐ Urban Forestry & Cemetery Commission |

Attendance Requirements (LCC Chapter 2, Section 2-45):

Each member of an advisory board or commission, excluding the Emergency Medical Services Advisory Board, shall not be absent from any 3 consecutive meetings without an excuse acceptable to such advisory board or commission, and shall attend at least 7 of the preceding 12 regular meetings. Will you be able to meet the attendance requirements of the meetings of the boards to which you may be appointed? Yes ☒ No ☐

List any City Board, Commission, or Committee, on which you currently serve:

N/A

Please describe why you are interested in serving on a board or commission and why you feel you are qualified:

I have been serving on the Library Board of Trustees since June, 2019. I would like to continue with this Board.

Please note any paid or volunteer work, hobbies, special interests, or offices held that may relate to the position(s) for which you have applied (use extra paper if needed).

Volunteer for ~~the library~~ the Friends of the Library - a non-profit support group that raises money to ^{support} ~~supplement~~ Library programs ~~that~~, especially the Summer Reading Program.

What unique qualities, perspectives, and life experiences would you bring to this board/commission and the City?

I was a librarian for ⁽¹⁹⁷³⁻⁸³⁾ 10 years, serving in both public and college/university Libraries. I was a Board member for the Nez Perce County library from 1981-83.

Please list below the names and telephone numbers of two persons who can serve as a personal reference for you:

Name: JAN JOHNSON

Phone: 208-790-9020

Name: Vicki Donovan

Phone: 208-413-0464

IMPORTANT INFORMATION ABOUT YOUR APPLICATION: Upon submittal of this application to the City Clerk's office, all information provided becomes a public record. Should you have any questions, please contact the City Clerk at 208-746-3671 x 6202.

By typing my name or handwriting my signature, I certify that I have read the application and certify that the statements in this application are true and correct to the best of my knowledge:

Signature: *Miana Arnes*

Date:

Return Completed Application by:

Mail:

City of Lewiston

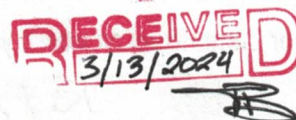
Attn: City Clerk

PO Box 617

Lewiston, ID 83501

Email:

tbrocke@cityoflewiston.org



Drop Off:

City Hall

1134 F Street

Lewiston, ID 83501

818 6th Ave.
Lewiston, ID 83501`

Tanya Brocke, City Clerk
City of Lewiston
1134 F St.,
Lewiston, ID 83501

Dear Ms. Brocke:

RE: Reappointment to the City Library Board of Trustees

Please accept this for the Councilors' review of my application for a second term on the City's Library Board of Trustees, beginning May 2024.

It has been a pleasure serving on the Board these past five years, and I would like to continue to work with the Board members and Ms. Johnson on our Strategic Plan and other long range issues. I have learned a great deal from City department staffs, the Library Foundation, Friends of the Library group, as well as the Library staff. I believe I can continue to contribute to the Board's work on behalf of the Library and its programs.

Thank you for consideration of my application.

Sincerely,


Diana Ames



ADVISORY BOARD OR COMMISSION APPLICATION

Completing this form is a way to indicate your interest in being considered for appointment, or reappointment, to some of the City of Lewiston's Boards and Commissions. All appointments and re-appointments are at the discretion of the Mayor and confirmed by City Council (LCC 2-42 (b)). All boards and commissions applications are processed by the City Clerk and can be sent by mail to: Attn: City Clerk, PO Box 617, Lewiston, ID 83501; or email: tbrocke@cityoflewiston.org.

Full Name: EDGAR W. KING Date: 3/11/24
Email: Kingme777@gmail.com Phone: 509-552-9501
Address: 1221 12TH AVE LEWISTON City/State/Zip: ID 83501
If a resident of Lewiston, how long?: 17 YRS
Employer: SYLVAN FURNITURE Occupation: SALES

Please number your choices according to preference (leave blank any one on which you do not wish to serve):

- | | |
|---|--|
| ☐ Audit Committee | ☐ Disability Advisory Commission |
| ☐ Business Improvement District Advisory Board:
All applicants for the Downtown Lewiston Business Improvement District (BID) Advisory Board must own property subject to the BID special assessment.
**Please answer the questions on page 3 of this application. | ☐ Emergency Medical Services Advisory Board |
| ☐ Code Board of Appeals | ☒ Historic Preservation Commission |
| ☐ Compensation Review Committee | ☐ Library Board of Trustees |
| ☐ Development Impact Fee Advisory Committee | ☐ Parks & Recreation Commission |
| | ☐ Planning & Zoning Commission |
| | ☐ Public Works Advisory Commission |
| | ☐ Urban Forestry & Cemetery Commission |

Attendance Requirements (LCC Chapter 2, Section 2-45):

Each member of an advisory board or commission, excluding the Emergency Medical Services Advisory Board, shall not be absent from any 3 consecutive meetings without an excuse acceptable to such advisory board or commission, and shall attend at least 7 of the preceding 12 regular meetings. Will you be able to meet the attendance requirements of the meetings of the boards to which you may be appointed? Yes ☒ No ☐

List any City Board, Commission, or Committee, on which you currently serve:

VICE CHAIR HPC

Please describe why you are interested in serving on a board or commission and why you feel you are qualified:

I'VE ENJOYED MY TIME SERVING WITH
H.P.C.

Please note any paid or volunteer work, hobbies, special interests, or offices held that may relate to the position(s) for which you have applied (use extra paper if needed).

MUSICIAN

CO FOUNDER L.C. VALLEY YOUTH RESOURCE CENTER

What unique qualities, perspectives, and life experiences would you bring to this board/commission and the City?

PRIOR SERVICE WITH H.P.C.

Please list below the names and telephone numbers of two persons who can serve as a personal reference for you:

Name: KATIE HOLLINGS HEAD

Phone: 208 746 1318

Name: GREG FOLLETT

Phone: 208 791 7713

IMPORTANT INFORMATION ABOUT YOUR APPLICATION: Upon submittal of this application to the City Clerk's office, all information provided becomes a public record. Should you have any questions, please contact the City Clerk at 208-746-3671 x 6202.

By typing my name or handwriting my signature, I certify that I have read the application and certify that the statements in this application are true and correct to the best of my knowledge:

Signature:

Ed King

Date:

3/11/24

Return Completed Application by:

Mail:

City of Lewiston

Attn: City Clerk

PO Box 617

Lewiston, ID 83501

OR

Email:

tbrocke@cityoflewiston.org

OR

Drop Off:

City Hall

1134 F Street

Lewiston, ID 83501

RECEIVED
3/15/2024

[Signature]