Lewiston City Council
REGULAR MEETING AGENDA
January 13, 2025 - 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. ADMINISTRATION OF THE OATH OF OFFICE TO THE NEWLY APPOINTED COUNCILOR

IV. COUNCIL LIAISON APPOINTMENTS

Appointing Councilor Wright to the following City boards, commissions and organizations: Development Impact Fee Advisory Committee, Disability Advisory Commission, Association of Idaho Cities, E911 Joint Powers Board, and Valley Vision

V. 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.

VI. PRESENTATIONS

A. FIRE DEPARTMENT BADGE PINNING CEREMONY: Fire Chief Rightmier will conduct a badge pinning ceremony to honor Logan Hersey, who has transitioned from a Reserve Firefighter to a Full-Time Firefighter

VII. PUBLIC HEARINGS AND RELATED ACTION ITEMS

A. PUBLIC HEARING FOR ZA-03-2024: Accepting testimony on Zoning Code Amendment ZA-03-24, which proposes changes to lot size in the Medium Density Residential (R-3) Zone, outdoor recreation requirements for multifamily dwellings, permitted uses in the Higher Density Residential (R-4) and North Lewiston mixed use development (MCD-NL) Zones and the Bryden Avenue Special Planning Area A, the conditional uses permitted in the R-4 and Regional Commercial (C-6) Zones, the purpose statement of the R-4 Zone, and building height in the R-4 Zone (City Planner Plaskon)

B. FIRST READING OF ORDINANCE 4936: Considering amending Lewiston City Code Section 37-45 relating to lot size in the R-3 Zone; amending the purpose statement of Section 37-

50(a); amending Section 37-51 relating to uses permitted outright in an R-4 Zone; amending Section 37-52 relating to conditional uses permitted in an R-4 Zone; amending Section 37-56 relating to the permitted building height in an R-4 Zone; amending Sections 37-57.2(23) and 37-93.2(a)(3) to establish regulation of multi-family residences under Section 37-124.1; amending Section 37-82(7) to permit multi-family residential uses not on the ground floor; and amending Section 37-124.1(3) to establish standards for outdoor recreation areas for multi-family developments greater than 10 dwelling units - Action Item (City Planner Plaskon)

VIII. 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 12/23/2024 Regular Meeting minutes - Action Item

B. **ADVISORY BOARD AND COMMISSION MINUTES:** Accepting the minutes of the 10/16/2024 Public Works Advisory Commission; 9/19/2024 and 11/20/2024 Library Board of Trustees; 8/3/2023 and 1/4/2024 Code Board of Appeals; and 11/13/2024 Planning and Zoning Commission meetings - Action Item

C. **VOUCHER'S PAYABLE:** Considering approval of the Voucher's Payable dated 12/13/2024 - 12/27/2024 in the amount of $1,395,728.23 - Action Item

IX. ACTIVE AGENDA

A. **ALCOHOL LICENSES:** Considering approval of the following renewal licenses – Action Item (Community Development Office Supervisor Ortiz):

Retail Liquor, Retail Wine by the Drink and Bottle, Retail Beer On and Off Premises:

- Alibi / Sports Edition, 1702 Main St
- Applebee's, 2235 Thain Gr
- Bojacks Broiler / 311 Main St
- Brocks / Bravas, 504 Main St
- Bryden Canyon Public Golf Course, 445 O'Connor Rd
- Canter's Inn, 416 Thain Rd
- Corner Villa, 2110 14th Ave
- Downtown Bourbon, 111 Main St
- Eagles Lodge, 1304 Main St
- El Sombrero, 405 Thain Rd
- Ernies Steakhouse, 2305 Nez Perce Dr
- Hells Canyon Grand Hotel, 621 21st St
- Hops & Vine, 527 Main St, Ste 2
- Jollymore's, 1516 Main St
- Lewiston Golf & Country Club, 3985 Country Club Dr

- Mandarin Pine, 833 21st St
- Pals, 301 Main St Ste L1
- Strike & Spare Bar and Grill, 244 Thain Rd
- The Zoo, 2138 13th Ave
- Wrangler, 750 21st St
- Zany's, 2004 19th Ave

Recommend approval on the below subject to submittal of required paperwork:

- Boomer's – Zone 208 / 0301 2nd St
- Boomtown / 516 Main St
- Elk Lodge, 3444 Country Club DR
- Shooters, 1618 Main St

B. SOURCEWELL CONTRACT #101221-VTR - VACTOR JET/VAC TRUCK PURCHASE: Considering accepting the price proposal submitted by Owen Equipment Company, per the Sourcewell Contract #101221-VTR, in the total amount of $622,172, and authorize staff to move forward with the purchase of the Vactor jet/vac combination sewer truck - Action Item (Public Works Director Johnson)

C. ITD LOCAL PROFESSIONAL SERVICES AGREEMENT RELATED TO STATE/LOCAL AGREEMENT FOR FEDERAL AID HIGHWAY PROJECT NO. A024(379) - BURRELL AVE SIDEWALK INFILL PROJECT (TR070): Considering approval of the Idaho Transportation Department's Local Professional Services Agreement, Agreement # 97100 for Federal Aid Highway Project No. A024(379) Burrell Ave Sidewalk Infill, Thain Rd to 14th St (TR070), between the City of Lewiston and HMH, LLC, in the amount of $102,221 and authorizing the Mayor to execute the agreement - Action Item (Public Works Director Johnson)

D. ORDINANCES

1. SECOND/THIRD READINGS

a. ORDINANCE 4934: Considering enacting Article V to Chapter 36 of the Lewiston City Code which establishes regulations governing discharge to the City's stormwater drainage system in compliance with the requirements of the National Pollutant Discharge Elimination System Phase II Municipal Separate Storm Sewer System permit - Action Item (Public Works Director Johnson)

2. ADOPTION AND APPROVAL OF ORDINANCE SUMMARIES

a. ORDINANCE 4934: Action Item

X. ITEMS MOVED FROM THE CONSENT AGENDA - Action Item

XI. 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. **PARKS & RECREATION COMMISSION:** Considering appointing Kaitlyn Hinkley to a three (3) year term - Action Item

2. **HISTORIC PRESERVATION COMMISSION:** Considering the reappointment of Lisa Hasenoehrl to an additional three (3) year term - Action Item

E. **AGENDA TOPICS:** Action Item

XII. **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 Nikki Province, ADA Coordinator, at least forty-eight (48) hours in advance of the meeting at 208-746-3671 x 6211.

CITY COUNCIL MEETING
AGENDA ITEM SUMMARY

ITEM TITLE PUBLIC HEARING FOR ZA-03-2024	**AGENDA NO.** VII.A. **AGENDA DATE:** January 13, 2025

ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.)

After adoption of the city's new Comprhensive Plan, Envision Lewiston 2044, the City Council appointed a Comprehensive Plan Work Plan Development Committee. The committee consists of the Mayor, two City Councilors and three Planning and Zoning Commissioners, along with support staff. The committee recommended Zoning Code amendments to reduce the minimum required lot area and width in the R-3 Zone, add a requirement for an outdoor recreation area to be provided for multi-family development in residential and mixed-use zones, add flexibility to uses permitted in the R-4 Zone, reduce the maximum allowable building height in the R-4 Zone, and add multi-family residential as a conditional use in the C-6 Zone. These amendments (ZA-03-24), after conduct of a public hearing, were recommended by the Planning and Zoning Commission on December 11,2024 for City Council approval.

BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources)

No budget impact is anticipated from this proposal.

ACTION PROPOSED

Approve ZA-03-24 via related Ordinance 4936.

LEWISTON CITY COUNCIL
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, that the City Council of the City of Lewiston will hold a public hearing on **Monday January 13, 2025 at 6:00 p.m. in the Second Floor Event Space at the Lewiston City Library, 411 D Street, Lewiston, Idaho**. The purpose of the hearing is to receive testimony and comments regarding **Zoning Code amendment, ZA-03-24: amendments to reduce the minimum required lot area and width in the R-3 Zone, add a requirement for an outdoor recreation area to be provided for multi-family development in residential and mixed-use zones, add flexibility to uses permitted in the R-4 Zone, reduce the maximum allowable building height in the R-4 Zone, and add multi-family residential as a conditional use in the C-6 Zone. These amendments were recommended by the Planning and Zoning Commission on December 11,2024 for City Council approval.**

Submission of Written Comments: To ensure that written comments can be forwarded to the City Council and relevant staff prior to the hearing, please submit comments no later than **5:00 p.m. on Sunday January 12, 2025.** Written comments can be submitted by:

- Emailing City Clerk Tanya Brocke at tbrocke@cityoflewiston.org
- Mailing to: City Clerk's Office, PO Box 617, Lewiston, ID 83501

Testimony for public hearings may also be given in-person at the meeting.

For further information on the subject of the hearing, please contact Joel D. Plaskon at jplaskon@cityoflewiston.org or (208) 746-1318, ext 7202.

All citizens are invited to attend the public hearing on **ZA-03-24 on Monday January 13, 2025 at 6:00 p.m. in the Second Floor Event Space at the Lewiston City Library, 411 D Street, Lewiston, Idaho**.

Dated this December 29, 2024.
Tanya M. Brocke
City Clerk

CITY ORDINANCE NO. 4936

AN ORDINANCE OF THE CITY OF LEWISTON AMENDING LEWISTON CITY CODE SECTION 37-45 RELATING TO LOT SIZE IN THE R-3 ZONE; AMENDING THE PURPOSE STATEMENT OF LEWISTON CITY CODE SECTION 37-50(a); AMENDING LEWISTON CITY CODE SECTION 37-51 RELATING TO USES PERMITTED OUTRIGHT IN AN R-4 ZONE; AMENDING LEWISTON CITY CODE SECTION 37-52 RELATING TO THE CONDITIONAL USES PERMITTED IN AN R-4 ZONE; AMENDING LEWISTON CITY CODE SECTION 37-56 RELATING TO THE PERMITTED BUILDING HEIGHT IN AN R-4 ZONE; AMENDING LEWISTON CITY CODE SECTIONS 37-57.2(23) AND 37-93.2(a)(3) TO ESTABLISH REGULATION OF MULTI-FAMILY RESIDENCES UNDER SECTION 37-124.1; AMENDING LEWISTON CITY CODE SECTION 37-82(7) TO PERMIT MULTI-FAMILY RESIDENTIAL USES NOT ON THE GROUND FLOOR; AMENDING LEWISTON CITY CODE SECTION 37-124.1(3) TO ESTABLISH STANDARDS FOR OUTDOOR RECREATION AREAS FOR MULTI-FAMILY DEVELOPMENTS GREATER THAN TEN (10) DWELLING UNITS; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1: Lewiston City Code § 37-45 is hereby amended as follows:

Sec. 37-45. Lot size.

In an R-3 zone, the minimum lot size shall be as follows:

(1) Lot area shall be a minimum of six thousand (6,000) square feet plus an additional ~~two~~one thousand five hundred (~~2~~1,500) square feet for each dwelling unit over one (1).

(2) Lot width shall be a minimum of ~~sixty~~fifty (~~6~~5~~0~~) feet.

(3) Lot depth shall be a minimum of eighty (80) feet.

SECTION 2: Lewiston City Code § 37-50(a) is hereby amended as follows:

Sec. 37-50. R-4 higher density residential zone.

(a) *Purpose.* To accommodate a compatible mixture of higher density residential uses with limited options for scattered, small-scale, low-impact neighborhood service businesses. Such areas are generally in proximity to major community facilities, employers, arterials and

commercial developments~~. Such uses~~ and generally serve as transition or buffer zones between major arterials or more intensively developed areas and residential districts.

SECTION 3: Lewiston City Code § 37-51 is hereby amended as follows:

Sec. 37-51. Uses permitted outright.

In an R-4 zone the following uses and their accessory uses are permitted outright subject to the provisions of article IV:

…

(4) Commercial uses legally established as of December 31, 2004, and which have maintained a valid business license~~and occupation permit~~;

…

(6) ~~Hospital;~~Group day care, subject to the special conditions of section 37-13.1(3) of this Code;

…

SECTION 4: Lewiston City Code § 37-52 is hereby amended as follows:

Sec. 37-52. Conditional uses permitted.

In an R-4 zone, the following uses and their accessory uses are permitted when authorized in accordance with the standards and requirements in articles IV and IX:

…

(4) ~~Group day care, subject to the special conditions of section 37-13.1(3) of this Code;~~Eating and drinking establishment. Qualification for an eating and drinking establishment in the R-4 Zones is contingent upon it being small scale and neighborhood oriented with no drive-thru service;

…

~~(6) Noncommercial kennel, subject to the commercial kennel standards of section 37-163(15) of this Code;~~

(7) Personal service uses;

(8) Professional officers, except medical, dental, and banking services;

(9)~~(7)~~ Preschool, subject to the special conditions of section 37-20.1(6) of this Code;

(10) ~~(8) Public use, or any use conducted by a private company or nonprofit organization that is substantially the same as or substantially similar to a use normally conducted by a public agency;~~Other limited commercial uses that are consistent with the purpose of the R-4 Zone and are not detrimental to any of the outright permitted uses or other existing conditional uses or to nearby residential uses;

(11)~~(9)~~ Re-establishment of a commercial use which was legally established but where the business and occupation license has lapsed for a period not to exceed one (1) year;

(12)~~(10)~~ Replacement of a nonconforming residential use not located abutting a principal or minor arterial street, as identified in the Lewiston Comprehensive Transportation Plan, subject to setback and yard requirements of the R-2 zone;

(13)~~(11)~~ Semi-public use, or any use conducted by a private company or nonprofit organization that is substantially the same as or substantially similar to a use normally conducted by a semi-public agency.

SECTION 5: Lewiston City Code § 37-56 is hereby amended as follows:

Sec. 37-56. Height of buildings.

In an R-4 zone no building shall exceed a height of fifty~~sixty~~ (~~6~~50) feet.

SECTION 6: Lewiston City Code § 37-57.2(23) is hereby amended as follows:

Sec. 37-57.2. Uses permitted outright.

In the North Lewiston mixed use development (MXD-NL) zone, the following uses and their accessory uses are permitted when authorized in accordance with the provisions of articles IV and IX:

…

(23) Single-family, two-family, or multifamily residential, subject to the lot size requirements of the R-4 higher density residential zone, and multi-family residential shall be subject to the provisions of the standards of section 37-124.1 of this Code;

SECTION 7: Lewiston City Code § 37-93.2(3) is hereby amended as follows:

Sec. 37-93.2. Uses permitted.

(a) *Area A.* In the Bryden Avenue Special Planning Area A the following uses and their accessory uses are permitted outright subject to standards of article IV of this chapter:

…

(3) Multifamily dwellings meeting the standards of section 37-124.1 of this Code.

…

SECTION 8: Lewiston City Code § 37-82 is hereby amended as follows:

Sec. 37-82. Conditional uses permitted.

In a C-6 zone, the following uses and their accessory uses are permitted when authorized in accordance with the provisions of articles IV and IX:

…

(7) Multi-family residential uses not on the ground floor of a building.

SECTION 9: Lewiston City Code § 37-124.1 is hereby amended as follows:

Sec. 37-124.1. Standards for multifamily development.

Where multifamily dwellings are allowed as a use permitted outright or as a conditional use, the following standards shall apply:

…

(3) An outdoor recreation area shall be required in each multi-family residential development consisting of greater than ten (10) dwelling units. The recreation area shall be a minimum of five (5) percent of the lot area and shall have a minimum of one and one-half-inch caliper shade tree per three hundred fifty (350) square feet of outdoor recreation area. A fraction of one-half (½) or higher shall be rounded up to the nearest whole number in doing this calculation. The recreation area shall be accessible to all residents within the development and shall be of slope and configuration as to be practicable for the intended purpose. The recreation area shall contain active or passive recreation improvements which may include, but is not limited to, grass, trees, shrubs, picnic tables, playground equipment, shade structures, barbeques, horseshoe pits, ball courts, etc.

For ground floor apartment units, unenclosed outdoor patios abutting a rear or side yard that is at least ten (10) feet wide and improved to serve as the required outdoor recreation area shall count toward the minimum amount of required outdoor recreation area. A required outdoor recreation area shall not be displaced or reduced below the minimum required size and shall be maintained in such a manner as to meet the minimum requirements of this provision and to be of practical use for active or passive outdoor recreation.

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

Signatures on next page

PASSED this _____ day of _____, 2025.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

_____
Tanya M. Brocke, City Clerk

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

I. CALL TO ORDER

COMMISSIONERS PRESENT: Gabriel Iacoboni, Vice Chair; Maureen Anderson; Shaunita Cable; Kathy Branson; Kevin Kelly; Emily Wolf;

COMMISSIONER EXCUSED: Cynthia Ball, Chair;

STAFF MEMBERS PRESENT: Joel Plaskon, City Planner; Katie Hollingshead, Assistant Planner; Jennifer Tengono, City Attorney;

II. CITIZEN COMMENTS

Dan Yonge, Lewiston Idaho stated that the small lot development has extra standards and he is protesting the recessed garage and street trees. Why does there need to be 5 of 8 items or 5 of 10 items for the standards. These standards make it hard for the developer to follow and hard for the City to enforce. Mr. Yonge handed out document for small lot development. See Attachment.

III. APPROVAL OF NOVEMBER 13, 2024 MEETING MINUTES (ACTION ITEM)

Commissioners Branson and Anderson moved and seconded, respectively, approval of the November 13, 2024 meeting minutes as written. The motion carried 6-0.

IV. PUBLIC HEARING FOR ZONING CODE AMENDMENT ZA-03-24: AMENDMENTS TO THE R3, R4 AND C6 ZONES AND ADDING OUTDOOR RECREATION AREA FOR MULTI-FAMILY RESIDENTIAL DEVELOPMENT (ACTION ITEM):

Vice-Chair Iacoboni opened the public hearing and asked for staff presentation.

Joel Plaskon, City Planner provided verbal presentation of proposed amendments to each of the Zones included.

Commissioners asked clarify questions of the amendments.

There being no further questions for staff, Vice-Chair Iacoboni asked for public comment.

Katie Hollingshead, Assistant Planner read below emails for public comment.

"Mark Steiner, Lewiston ID - I would ask the Planning and Zoning to take the following into consideration ZA-03-24. Putting a requirement into City Code should be used sparingly. There are many items that may be good ideas, but should not have the compelling weight of the law behind them. Please consider when should a "We would prefer you to" turn into a "We are forcing you to"? For instance; I could believe that Green and Red are the best colors for a building. I could think that Red and Green buildings are the best thing for the community from an aesthetic point of view. I could think that Red and Green buildings would make Lewiston feel like a small town and not Seattle. I could further say that I don't know why anyone would rent an apartment that isn't painted Red and Green. I could believe this so much that I seek to have Red and Green be the color for all Multi-family residential structures over 10-units through the power of the municipality code. Would I be correct to push my personal preference and viewpoint that far? The above example may seem silly, but swap out "Red and Green" with "Outdoor recreation space". If you support that part of the code change, please explain the difference between my example and what is proposed. The City Code should not be used to force a small group of peoples' viewpoints on the entire town. This part of the Zoning amendment feels like it is trying to solve a problem that hasn't actually been a problem, and that is insufficient justification for a code change. For that reason I would recommend the Planning and Zoning commission vote to remove that section from the Amendment."

"Jeremy Edwardsen, Lewiston Id - Lewiston has a major shortage of affordable housing, adding a requirement for an outdoor recreation area will reduce the amount of housing built and increase housing costs. There will always be apartments that have outdoor recreation areas, but it should not be a requirement for all apartments. Many people that live in Apartment buildings that have outdoor recreation areas don't use them. At the last meeting someone said you can't build on the 20' rear yard setback so you might as well use that for the outdoor rec area... However that area is almost always used for parking to meet the parking requirements. Also, Green areas and outdoor recreation areas are not the same thing. For example, if you had a planter strip surrounding an entire apartment building that had bushes throughout it, I don't think it would be able to count as an outdoor recreation area, since you can't do outdoor activities in a bush. One other thing to consider, outdoor recreation areas are usually on the ground with nothing above them, where apartment buildings are often multiple

stories tall, so removing buildable area for an outdoor recreation area can exponentially reduce the amount of units. Lastly, There's a lot of regulations the City makes because they think it would be nice...But I don't think that's a good way to determine regulations. Regulations should be used sparingly, and should either increase the safety or better the livelihood of those in Lewiston, however I think this will make Lewiston worse, as it will worsen the huge problem we already have of housing shortage and high housing costs. Thank you for your time."

Staff Plaskon commented that the outdoor recreation area is already required in Manufactured Home parks, RV Parks and Tiny House Villages.

Dan Yonge, Lewiston Idaho stated the 5% recreation area will cause rent to increase and reduce the availability of affordable housing.

There being no further public comment Vice-Chair Iacoboni closed the public hearing.

After discussion, Commissioners Anderson and Kelly moved and seconded, respectively, to recommend approval of ZA-03-24 to City Council. The motion carried 6-0.

V. ZONING CODE AMENDMENT, ZA-04-24: SMALL LOT DEVELOPMENT STANDARDS AMENDMENTS. (ACTION ITEM):

Staff Plaskon and Hollingshead verbally reviewed the code amendments.

The Commission discussed, directed staff to make minor adjustments and directed staff to schedule a public hearing.

VI. INITIATION OF ZONING CODE ADMENDMENT ZA-05-2024: OFF STREET PARKING REQUIREMENTS (ACTION ITEM)

Staff Plaskon verbally reviewed code amendment changes.

After discussion, Commissioner Wolf and Vice-Chair Iacoboni moved and seconded, respectively, to initiate Zoning Code amendments recommend by the Comprehensive Plan Work Plan Development Committee to implement a reduction in the minimum required off-street parking spaces required and to establish a maximum number of off-street parking spaces allowed for all land uses. The motion carried 6-0.

VII. INITIATION OF ZONING DISTRICT BOUNDARY CHANGE (ZONING MAP AMENDMENT/REZONE), ZNC24-5: REZONE PROPERTIES ALONG 21ST STREET AND THAIN ROAD CORRIDORS AND IN AND NEAR THE SUNSET NEIGHBORHOOD FROM R2 TO R2A TO R3 AND R4 (ACTION ITEM)

Staff Hollingshead verbally reviewed maps and discussed reasoning behind proposal.

After discussion, Commissioners Wolf and Anderson moved and seconded, respectively, to initiate Zoning Code amendments recommend by the Comprehensive Plan Work Plan Development Committee to rezone R2 and R2A properties to R3 and R4 along the 21st Street and Thain Road corridors and in and near the Sunset neighborhood. The motion carried 6-0.

VIII. STAFF-COMMISSION COMMUNICATIONS

A. Query of Commissioners for the January 8, 2025 meeting

Staff Hollingshead reminded the Commission that the December 25th meeting is cancelled and that at the January meeting the Commission will be election Chair and Vice-Chair

Staff Tengono encouraged the Commissioners to apply for the open City Council seat.

IX. ADJOURN

There being no further business, Commissioners Kelly and Branson moved and seconded, respectively, to adjourn. The motion carried 6-0 and the Planning and Zoning Commission meeting adjourned at approximately 7:00 p.m.

RESPECTFULLY SUBMITTED,

_____	_____
Dawn Ortiz,	Chairperson or Acting Chairperson
Recording Secretary	Planning and Zoning Commission

Approved this _____ day of _____, 2024.

Lewiston

Joel Plaskon <jplaskon@cityoflewiston.org>

Fwd: Public Hearing Comment for ZA-03-24

1 message

Dawn Ortiz <dortiz@cityoflewiston.org> Tue, Dec 10, 2024 at 2:58 PM
To: Katie Hollingshead <khollingshead@cityoflewiston.org>, Joel Plaskon <JPlaskon@cityoflewiston.org>

For PZC meeting tomorrow night. Reminder I will not be there, but will get everything set up before I leave at 5pm.

Dawn Ortiz
Community Development Office Supervisor
City of Lewiston

T 208.746.1318 Ext 7265
215 D Street
P.O. Box 617
Lewiston, ID 83501
www.cityoflewiston.org

---------- Forwarded message ---------
From: **Mark Steiner** <stei3799@yahoo.com>
Date: Tue, Dec 10, 2024 at 12:59 PM
Subject: Public Hearing Comment for ZA-03-24
To: dortiz@cityoflewiston.org <dortiz@cityoflewiston.org>

I would ask the Planning and Zoning to take the following into consideration ZA-03-24. Putting a requirement into City Code should be used sparingly. There are many items that may be good ideas, but should not have the compelling weight of the law behind them. Please consider when should a "We would prefer you to" turn into a "We are forcing you to"?

For instance; I could believe that Green and Red are the best colors for a building. I could think that Red and Green buildings are the best thing for the community from an aesthetic point of view. I could think that Red and Green buildings would make Lewiston feel like a small town and not Seattle. I could further say that I don't know why anyone would rent an apartment that isn't painted Red and Green. I could believe this so much that I seek to have Red and Green be the color for all Multi-family residential structures over 10-units through the power of the municipality code. Would I be correct to push my personal preference and viewpoint that far?

The above example may seem silly, but swap out "Red and Green" with "Outdoor recreation space". If you support that part of the code change, please explain the difference between my example and what is proposed. The City Code should not be used to force a small group of peoples' viewpoints on the entire town. This part of the Zoning amendment feels like it is trying to solve a problem that hasn't actually been a problem, and that is insufficient justification for a code change. For that reason I would recommend the Planning and Zoning commission vote to remove that section from the Amendment.

Thanks for your consideration,
Mark Steiner
Lewiston, ID

CITY COUNCIL MEETING
AGENDA ITEM SUMMARY

ITEM TITLE FIRST READING OF ORDINANCE 4936	**AGENDA NO.** VII.B. **AGENDA DATE:** January 13, 2025

ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.)

Ordniance 4936 will implement Zoning Code Amendment ZA-03-24 to reduce the minimum required lot area and width in the R-3 Zone, add a requirement for an outdoor recreation area to be provided for multi-family development in residential and mixed-use zones, add flexibility to uses permitted in the R-4 Zone, reduce the maximum allowable building height in the R-4 Zone, and add multi-family residential as a conditional use in the C-6 Zone.

BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources)

None.

ACTION PROPOSED

Approve first reading of Ordinance 4936.

CITY ORDINANCE NO. 4936

AN ORDINANCE OF THE CITY OF LEWISTON AMENDING LEWISTON CITY CODE SECTION 37-45 RELATING TO LOT SIZE IN THE R-3 ZONE; AMENDING THE PURPOSE STATEMENT OF LEWISTON CITY CODE SECTION 37-50(a); AMENDING LEWISTON CITY CODE SECTION 37-51 RELATING TO USES PERMITTED OUTRIGHT IN AN R-4 ZONE; AMENDING LEWISTON CITY CODE SECTION 37-52 RELATING TO THE CONDITIONAL USES PERMITTED IN AN R-4 ZONE; AMENDING LEWISTON CITY CODE SECTION 37-56 RELATING TO THE PERMITTED BUILDING HEIGHT IN AN R-4 ZONE; AMENDING LEWISTON CITY CODE SECTIONS 37-57.2(23) AND 37-93.2(a)(3) TO ESTABLISH REGULATION OF MULTI-FAMILY RESIDENCES UNDER SECTION 37-124.1; AMENDING LEWISTON CITY CODE SECTION 37-82(7) TO PERMIT MULTI-FAMILY RESIDENTIAL USES NOT ON THE GROUND FLOOR; AMENDING LEWISTON CITY CODE SECTION 37-124.1(3) TO ESTABLISH STANDARDS FOR OUTDOOR RECREATION AREAS FOR MULTI-FAMILY DEVELOPMENTS GREATER THAN TEN (10) DWELLING UNITS; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1: Lewiston City Code § 37-45 is hereby amended as follows:

Sec. 37-45. Lot size.

In an R-3 zone, the minimum lot size shall be as follows:

(1) Lot area shall be a minimum of six thousand (6,000) square feet plus an additional ~~two~~one thousand five hundred (~~2~~1,500) square feet for each dwelling unit over one (1).

(2) Lot width shall be a minimum of ~~sixty~~fifty (~~6~~50) feet.

(3) Lot depth shall be a minimum of eighty (80) feet.

SECTION 2: Lewiston City Code § 37-50(a) is hereby amended as follows:

Sec. 37-50. R-4 higher density residential zone.

(a) *Purpose.* To accommodate a compatible mixture of higher density residential uses with limited options for scattered, small-scale, low-impact neighborhood service businesses. Such areas are generally in proximity to major community facilities, employers, arterials and

commercial developments~~. Such uses~~ and generally serve as transition or buffer zones between major arterials or more intensively developed areas and residential districts.

SECTION 3: Lewiston City Code § 37-51 is hereby amended as follows:

Sec. 37-51. Uses permitted outright.

In an R-4 zone the following uses and their accessory uses are permitted outright subject to the provisions of article IV:

…

(4) Commercial uses legally established as of December 31, 2004, and which have maintained a valid business license~~and occupation permit~~;

…

(6) ~~Hospital;~~Group day care, subject to the special conditions of section 37-13.1(3) of this Code;

…

SECTION 4: Lewiston City Code § 37-52 is hereby amended as follows:

Sec. 37-52. Conditional uses permitted.

In an R-4 zone, the following uses and their accessory uses are permitted when authorized in accordance with the standards and requirements in articles IV and IX:

…

(4) ~~Group day care, subject to the special conditions of section 37-13.1(3) of this Code;~~Eating and drinking establishment. Qualification for an eating and drinking establishment in the R-4 Zones is contingent upon it being small scale and neighborhood oriented with no drive-thru service;

…

~~(6) Noncommercial kennel, subject to the commercial kennel standards of section 37-163(15) of this Code;~~

(7) Personal service uses;

(8) Professional officers, except medical, dental, and banking services;

(9)~~(7)~~ Preschool, subject to the special conditions of section 37-20.1(6) of this Code;

(10) ~~(8) Public use, or any use conducted by a private company or nonprofit organization that is substantially the same as or substantially similar to a use normally conducted by a public agency;~~Other limited commercial uses that are consistent with the purpose of the R-4 Zone and are not detrimental to any of the outright permitted uses or other existing conditional uses or to nearby residential uses;

(11)~~(9)~~ Re-establishment of a commercial use which was legally established but where the business and occupation license has lapsed for a period not to exceed one (1) year;

(12)~~(10)~~ Replacement of a nonconforming residential use not located abutting a principal or minor arterial street, as identified in the Lewiston Comprehensive Transportation Plan, subject to setback and yard requirements of the R-2 zone;

(13)~~(11)~~ Semi-public use, or any use conducted by a private company or nonprofit organization that is substantially the same as or substantially similar to a use normally conducted by a semi-public agency.

SECTION 5: Lewiston City Code § 37-56 is hereby amended as follows:

Sec. 37-56. Height of buildings.

In an R-4 zone no building shall exceed a height of fifty~~sixty~~ (~~6~~50) feet.

SECTION 6: Lewiston City Code § 37-57.2(23) is hereby amended as follows:

Sec. 37-57.2. Uses permitted outright.

In the North Lewiston mixed use development (MXD-NL) zone, the following uses and their accessory uses are permitted when authorized in accordance with the provisions of articles IV and IX:

…

(23) Single-family, two-family, or multifamily residential, subject to the lot size requirements of the R-4 higher density residential zone, and multi-family residential shall be subject to the provisions of the standards of section 37-124.1 of this Code;

SECTION 7: Lewiston City Code § 37-93.2(3) is hereby amended as follows:

Sec. 37-93.2. Uses permitted.

(a) *Area A.* In the Bryden Avenue Special Planning Area A the following uses and their accessory uses are permitted outright subject to standards of article IV of this chapter:

…

(3) Multifamily dwellings meeting the standards of section 37-124.1 of this Code.

…

SECTION 8: Lewiston City Code § 37-82 is hereby amended as follows:

Sec. 37-82. Conditional uses permitted.

In a C-6 zone, the following uses and their accessory uses are permitted when authorized in accordance with the provisions of articles IV and IX:

…

(7) Multi-family residential uses not on the ground floor of a building.

SECTION 9: Lewiston City Code § 37-124.1 is hereby amended as follows:

Sec. 37-124.1. Standards for multifamily development.

Where multifamily dwellings are allowed as a use permitted outright or as a conditional use, the following standards shall apply:

…

(3) An outdoor recreation area shall be required in each multi-family residential development consisting of greater than ten (10) dwelling units. The recreation area shall be a minimum of five (5) percent of the lot area and shall have a minimum of one and one-half-inch caliper shade tree per three hundred fifty (350) square feet of outdoor recreation area. A fraction of one-half (½) or higher shall be rounded up to the nearest whole number in doing this calculation. The recreation area shall be accessible to all residents within the development and shall be of slope and configuration as to be practicable for the intended purpose. The recreation area shall contain active or passive recreation improvements which may include, but is not limited to, grass, trees, shrubs, picnic tables, playground equipment, shade structures, barbeques, horseshoe pits, ball courts, etc.

For ground floor apartment units, unenclosed outdoor patios abutting a rear or side yard that is at least ten (10) feet wide and improved to serve as the required outdoor recreation area shall count toward the minimum amount of required outdoor recreation area. A required outdoor recreation area shall not be displaced or reduced below the minimum required size and shall be maintained in such a manner as to meet the minimum requirements of this provision and to be of practical use for active or passive outdoor recreation.

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

Signatures on next page

PASSED this _____ day of _____, 2025.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

_____
Tanya M. Brocke, City Clerk

December 23, 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 6:00 PM.

I. CALL TO ORDER

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

II. PLEDGE OF ALLEGIANCE

Mayor Johnson led the Pledge of Allegiance.

III. CITIZENS COMMENTS

Dan Yonge, a Lewiston resident, expressed his concerns about the code rewrite regarding the small lot subdivision requirements.

Kevin Kelly, a Lewiston resident, spoke in support of Resolution 2024-50, Resolution 2024-43, and a firefighter contract.

Linda Glines, a Lewiston resident, spoke in opposition to Resolution 2024-50.

Bill Kessel, a Lewiston resident, spoke in opposition to Resolution 2024-50.

Heath Jensen, a Lewiston resident, spoke in support of Resolution 2024-50.

Vickie Fadness, a Lewiston resident, spoke in support of Resolution 2024-50.

Cat Glover, a Lewiston resident, spoke in support of the program, but in opposition of the location in Resolution 2024-50.

Ed King, a Lewiston resident and board member of the Historic Preservation Commission, spoke in support of Resolution 2024-50.

Juanita Booth, a Lewiston resident, spoke in support of Resolution 2024-50.

Lisa Martin, a Lewiston resident, spoke in support of Resolution 2024-50.

Angela Howard, a Lewiston resident, spoke in opposition to Resolution 2024-50.

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Jeff Edwardson, a Lewiston resident, expressed concern about the impacts that Resolution 2024-50 could have on the stormwater drainage system in the neighborhood.

Nicole Ploof, a Lewiston resident, spoke in support of Resolution 2024-50.

Sara Walters, a Lewiston resident, spoke in support of Resolution 2024-50.

Gloria Cocossa, a Lewiston resident, spoke in support of Resolution 2024-50.

Rita Cannon, a Lewiston resident, spoke in support of Resolution 2024-50.

Bill Thompson, a Lewiston resident, spoke in support of Resolution 2024-50.

Rick Lines, a Lewiston resident, spoke in opposition to Resolution 2024-50.

William Cannon, a Lewiston resident, spoke in opposition to Resolution 2024-50.

Sara Berge, a Lewiston resident and staff member at the LC Valley Youth Resource Center, spoke in support of Resolution 2024-50.

Jacob (No last name provided), a former resident of the LC Valley Youth Resource Center and current staff member, spoke in support of Resolution 2024-50.

Juanita Booth, a Lewiston resident, spoke for a second time, addressing Chief Kuzik regarding law enforcement responses to robberies in the East End neighborhood.

Megan Comstock, a Lewiston resident, spoke in support of Resolution 2024-50.

Jennifer Squires, a Lewiston resident, spoke in opposition to Resolution 2024-50.

Keith Watson, a Lewiston resident, spoke in opposition to Resolution 2024-50.

Rita Cannon, a Lewiston resident, spoke for a second time, in support of Resolution 2024-50.

Charlotte Hill, a Lewiston resident and success story of the LC Valley Youth Resource Center, spoke in support of Resolution 2024-50.

Corey Wittman, a Lapwai resident and board member of the LC Valley Youth Resource Center, spoke in support of Resolution 2024-50.

Mike Bann, a Lewiston resident, spoke in opposition to Resolution 2024-50.

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Cody Stevenson, a Lewiston resident, spoke in opposition to Resolution 2024-50.

Coco Umiker, a Lewiston resident, spoke in support of Resolution 2024-50.

Rick Tousley, a Lewiston resident, spoke in support of Resolution 2024-50.

Linda Glines, a Lewiston resident, spoke a second time, in opposition to Resolution 2024-50.

Beth Everett, a Lewiston resident, spoke in support of Resolution 2024-50.

Keith Watson, a Lewiston resident, spoke a second time and asked if City Council would accept a counteroffer on the property.

Sara Walters, a Lewiston resident, spoke a second time and reiterated her positive experience that she has had with the LC Valley Youth Resource Center.

Shawna (No last name provided), manager at First Step 4 Life, spoke in support of Resolution 2024-50.

Mia Rostad, a Lewiston resident, spoke in support of Resolution 2024-50.

Jessie Hart, a resident of Clarkston and employee of Northwest Children's Home, spoke in support of Resolution 2024-50.

Brandon Johnson, a Lewiston resident, spoke in support of Resolution 2024-50.

Keith Jensen, a Lewiston resident, spoke regarding the negative stereotypes on people experiencing homelessness.

Steve Leto, a Lewiston resident, thanked Councilors for their service and asked that people be respectful to each other and Council members.

Kaitlyn Hart, a resident of Clarkston, spoke in support of Resolution 2024-50.

Leighton Willey, a Lewiston resident, spoke against Resolution 2024-43, which was voted down at a November meeting, and encouraged Council to make changes prior to voting on it again.

David Rudd, a Lewiston resident, spoke in support of Resolution 2024-50.

Jim Stepp, a Lewiston resident, spoke in support of Resolution 2024-50.

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IV. 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".

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

A. **CITY COUNCIL MINUTES:** Considering approval of the minutes of the following meetings: 12/2/2024 Work Session; 12/9/2024 Executive and 12/9/2024 Regular - Action Item

B. **ADVISORY BOARD AND COMMISSION MINUTES:** Accepting the minutes of the 11/7/2024 and 11/14/2024 Historic Preservation Commission meetings - Action Item

C. **VOUCHER'S PAYABLE:** Considering approval of the Voucher's Payable dated 11/28/2024 - 12/12/2024 in the amount of $2,809,921.64 - Action Item

V. ACTIVE AGENDA

A. **RESOLUTION 2024-50:** Considering approval of the Lease Agreement between the City of Lewiston and the LC Valley Youth Resource Center, Inc. to lease real property commonly known as "East End Park" to allow the LC Valley Youth Resource Center, Inc. to develop, operate, and maintain a transitional housing village for young adults - Action Item (City Attorney Tengono)

The Council discussed a proposed lease agreement with the LC Valley Youth Resource Center, Inc. for East End Park to develop, operate, and maintain a transitional housing facility for at-risk 18 to 20-year-olds. City Attorney Tengono reviewed the project timeline, background, lease requirements, limitations, and terms, including the lease price of $1/year for 50 years.

Councilors Schroeder and Forsmann moved and seconded, respectively, to approve Resolution 2024-50. Additional discussion followed, during which Councilors expressed concerns regarding the property's previous surplus status, valuation, potential loss of green space, and the choice between leasing versus surplusing the property.

A roll call vote was taken on the motion to approve Resolution 2024-50:
VOTING AYE: Klein; Schroeder; Forsmann.

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VOTING NAY: Spickelmire; Liedkie; Kleeburg.

The vote resulted in a tie, and the Mayor cast the tie-breaking vote in favor of Resolution 2024-50.

B. **IFB-24-021 LIBRARY LIGHTING UPGRADES:** Considering awarding the Base Bid and Add Alternate 1 for IFB-24-021 Library Lighting Upgrades to CnC Electric, LLC for a total of $222,575 and authorizing the Mayor to execute the contract - Action Item (Parks & Recreation Facilities Maintenance Supervisor Warren)

Councilor Schroeder and Council President Kleeburg moved and seconded, respectively, to award IFB-24-021, the base bid and add alternate 1 for library lighting upgrades to CnC Electric, LLC in the amount of $222,575, and authorize the Mayor to execute the contract. ***ROLL CALL VOTE: VOTING AYE: Spickelmire; Liedkie; Klein; Schroeder; Forsmann; Kleeburg.***

C. **RESOLUTION 2024-49:** Considering a resolution declaring items of City property to be surplus and authorizing the Purchasing Division to trade-in the specified surplus property on an "as is, no warranty or guarantee" basis, in exchange for a credit to be applied toward the purchase of new property of a similar nature. - Action Item (Fire Chief Rightmier)

Councilors Forsmann and Schroeder moved and seconded, respectively, to approve Resolution 2024-49. ***ROLL CALL VOTE: VOTING AYE: Spickelmire; Liedkie; Klein; Schroeder; Forsmann; Kleeburg.***

D. **RECOMMENDED PROCESS FOR CITY COUNCIL VACANCY:** Considering approval of the Mayor's recommended process for reviewing applications for the City Council vacancy pursuant to Lewiston City Code Section 2-25 (b) - Action Item (Mayor Johnson)

Councilors Schroeder and Spickelmire moved and seconded, respectively, to approve the Mayor's recommended process for reviewing applications for the City Council vacancy pursuant to Lewiston City Code Section 2-25 (b). ***ROLL CALL VOTE: VOTING AYE: Spickelmire; Liedkie; Klein; Schroeder; Forsmann; Kleeburg.***

E. **RESOLUTION 2024-43:** Considering approving the July 2024 "Thain Road Corridor and Access Study" drafted by Kittelson & Associates, Inc. - Action Item (Public Works Director Johnson)

Public Works Director Johnson provided an in-depth review of the Thain Road Corridor Study, which was initially presented at the November 25, 2024, City

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Council meeting, where the motion to approve the resolution did not pass. Director Johnson emphasized the importance of adopting the study and sought feedback or direction from the Council. He explained that the study is a critical component in drafting the 2025 Transportation CIP, scheduled for Council adoption in February 2025. Once adopted, the CIP will enable staff to pursue grants and plan for budgeted improvements.

Councilor Schroeder and Council President Kleeburg moved and seconded, respectively, to approve Resolution 2024-43. ***ROLL CALL VOTE: VOTING AYE: Spickelmire; Liedkie; Schroeder; Kleeburg. VOTING NAY: Klein; Forsmann.***

F. **RESOLUTION 2024-51:** Considering approving an amendment to the Yard Waste and Biosolids Contracts with Latah Sanitation, Inc., dba Clearwater Composting, to extend the contract termination date from December 31, 2024, to December 31, 2029. - Action Item (Public Works Director Johnson)

Councilors Forsmann and Schroeder moved and seconded, respectively, to approve Resolution 2024-51. ***ROLL CALL VOTE: VOTING AYE: Spickelmire; Liedkie; Klein; Schroeder; Forsmann; Kleeburg.***

G. **CM/GC DOWNTOWN TRANSMISSION MAIN REPLACEMENT (WR600) PHASE II CONSTRUCTION PRICE AMENDMENT:** Considering approving an amendment to the Construction Manager-General Contractor Phase 1 Preconstruction Phase Services agreement with the Kenaston-Leone & Keeble Group in the amount of $3,200,000 - Action Item (Public Works Director Johnson)

Councilors Liedkie and Schroeder moved and seconded, respectively, to approve the Phase 1 Preconstruction Phase Services agreement with the Kenaston-Leone & Keeble Group in the amount of $3,200,000 and authorize the Mayor to sign the amendment. ***ROLL CALL VOTE: VOTING AYE: Spickelmire; Liedkie; Klein; Schroeder; Forsmann; Kleeburg.***

H. **ORDINANCES**

1. **FIRST READING**

a. **ORDINANCE 4934:** Considering enacting Article V to Chapter 36 of the Lewiston City Code which establishes regulations governing discharge to the City's stormwater drainage system in compliance with the requirements of the National Pollutant Discharge Elimination System Phase II Municipal Separate Storm Sewer System permit - Action Item (Public Works Director Johnson)

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Councilors Schroeder and Forsmann moved and seconded, respectively, to approve the first reading of Ordinance 4934. The motion passed 6-0.

ORDINANCE 4934: AN ORDINANCE OF THE CITY OF LEWISTON ENACTING ARTICLE V TO CHAPTER 36 OF THE LEWISTON CITY CODE, WHICH ARTICLE ESTABLISHES REGULATIONS GOVERNING DISCHARGE TO THE CITY'S STORMWATER DRAINAGE SYSTEM AND PROHIBITING ILLICIT CONNECTIONS AND DISCHARGES TO THE STORMWATER DRAINAGE SYSTEM; AUTHORIZING ACCESS TO REGULATED FACILITIES; REQUIRING NOTIFICATION OF SPILLS; PROVIDING THAT VIOLATIONS OF THE ILLICIT DISCHARGE AND STORMWATER DRAINAGE SYSTEM ORDINANCE ARE MISDEMEANORS PUNISHABLE BY A FINE OF NOT MORE THAN $1,000 DOLLARS OR BY IMPRISONMENT NOT TO EXCEED 180 DAYS OR BOTH; AND PROVIDING AN EFFECTIVE DATE.

VI. ITEMS MOVED FROM THE CONSENT AGENDA - Action Item

VII. 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 Schroeder noted her attendance at CHAS' Homeless Memorial on December 20, 2024, which honored the lives of individuals without homes who passed away over the past year.

Council President Kleeburg thanked everyone who attended the meeting and wished everyone a very Merry Christmas and Happy/Safe New Year.

Councilor Klein expressed interest in seeing how much money will be saved with the library lighting upgrades, and thanked staff for providing the bid numbers & comparisons.

Councilor Liedkie thanked city employees, the Mayor, and fellow Council members, encouraged citizen engagement with boards and commissions, and urged residents to keep the Mayor informed about neighborhood developments.

Councilor Forsmann thanked Councilor Liedkie for her dedication and hard work on the Council, acknowledged the challenges of making tough decisions,

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and wished everyone a Merry Christmas.

B. CITY BOARDS AND COMMISSIONS LIAISON UPDATES

Councilor Klein noted she attended the Library Board of Trustees meeting.

C. ADVISORY BOARD AND COMMISSION APPOINTMENTS

1. EMERGENCY MEDICAL SERVICES ADVISORY BOARD: Considering appointing Chris Jacks to a four (4) year term - Action Item

Mayor Johnson moved to approve the appointment of Chris Jacks to a four (4) year term on the Emergency Medical Services Advisory Board. Councilor Schroeder seconded and the motion passed 6-0.

D. MAYOR COMMENTS

Mayor Johnson presented a plaque of appreciation to Councilor Liedkie for her service on the City Council and wished her well in her new role as a Nez Perce County Commissioner.

E. AGENDA TOPICS: - Action Item

VIII. ADJOURNMENT - Action Item

There being no further business to come before the Lewiston City Council, Councilor Schroeder and Council President Kleeburg moved and seconded, respectively, to adjourn the December 23, 2024 Regular Meeting. The motion carried 6-0 and the meeting adjourned at 9:28 p.m.

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_____
Daniel G. Johnson, Mayor

_____
Tanya M. Brocke, City Clerk

The PUBLIC WORKS ADVISORY COMMISSION (PWAC) met in the Bell Building 2nd Floor Meeting Room at 215 "D" Street. Council Liaison and Chair Kathy Schroeder called the meeting to order at approximately 12:00 p.m. Councilor Forsmann arrived at approximately 12:08 p.m. and a quorum was reached.

Public Works Advisory Commission meetings are recorded live. To view the video, go to https://www.youtube.com/watch?v=EMfVXD7wGV8

I. CALL TO ORDER

COMMISSIONERS PRESENT: Laura Wright, Ryan Rehder, and Kayleigh Philippi

COMMISSIONERS ABSENT: Vice-Chair Kevin Kelly, Brent Bourassa, and Lytonia "LT" Gardee

CITY COUNCIL LIAISONS PRESENT: Chair and Councilor Kathy Schroeder; Councilor Kassee Forsmann

STAFF MEMBERS PRESENT: Dustin Johnson, PE, Public Works Director; Haley Kelley, Public Works Specialist; Luke Antonich, PE, City Engineer

II. CITIZEN COMMENTS

None.

IV. DIRECTOR'S REPORT

Director Johnson provided updates and answered questions on the Lead & Copper Rule, Main Street Reconstruction Project, and the Municipal Separate Storm Sewer System (MS4) Permit, and potential cancelations of commission meetings in November and December due to the holidays and difficulty reaching a quorum.

III. CONSENT AGENDA

Chair Schroeder explained that all items on the Consent Agenda are considered routine by the Commission and will be enacted by one motion. There will be no separate discussion on these issue unless a Commissioner so requests, in which case the item will be removed from the Consent Agenda and considered under "Items Moved From the Consent Agenda."

Councilor Forsmann and Commissioner Wright moved and seconded, respectively, approval of the Consent Agenda. The motion carried 3-0; Commissioner Rehder abstained due to his absence at the September 18, 2024 meeting.

A. APPROVAL OF SEPTEMBER 18, 2024 MEETING MINUTES: - Action Item

V. ACTIVE AGENDA

A. [DRAFT POLICY] TEMPORARY TRAFFIC CONTROL IN THE RIGHT-OF-WAY: - Action Item (Luke Antonich)

Luke Antonich, City Engineer introduced himself and provided a brief presentation on the draft document brought before the commission; this presentation can be found in Appendix A. The commission provided the following feedback to staff:

Commissioner Comments	Staff Comments
Councilor Forsmann asked what spurred the creation of this document.	Mr. Antonich said that staff had received feedback from customers and emergency services that notice of non-emergency closures would be beneficial. This document establishes a process for improved communication.
Commissioner Rehder requested clarification on the process outlined in the document with regard to the existing request for right-of-way permit process. He suggested that it should be clearly communicated on the Request for Right-of-Way Permit form that a traffic control plan would be required if the proposed work impacts traffic.	Mr. Antonich agreed and said that the current right-of-way permit process does not incorporate the notification process outlined in the policy.
Ms. Forsmann asked why "Section 7. Consequences of Violations" was blank and whether leeway would be given to contractors that were not aware of the process and sought to be compliant.	Mr. Antonich said that the section was still being drafted and that staff had been reviewing City Code to see what's feasible and reasonable. He explained that a contractor would be notified of the necessary process to obtain a permit if they were found to be non-compliant and that they would be found in violation if they refused.
Ms. Forsmann asked if this policy applied to emergency closures.	Mr. Antonich said that the policy is intended for non-emergency closures only.
Mr. Rehder asked if approval of a right-of-way permit was contingent on approval of a traffic control plan.	Mr. Antonich said that the traffic control plan would be required before the right-of-way permit would be issued.
Councilor Schroeder suggested that staff create a slogan similar to "811 Call Before You Dig".	Mr. Antonich said that it was a good idea and would bring it to staff to brainstorm.
Commissioner Wright suggested providing contractors with a site-specific checklist for traffic control plans.	LA said that there are guidelines currently being drafted. Mr. Antonich said that there are draft guidelines included in the packet that would accompany the policy but liked the idea of a checklist.
Ms. Wright suggested consolidation of encroachment permits and the process outlined in the policy for temporary traffic control.	Mr. Antonich said that encroachment permits are completely separate from the policy's subject matter.
Ms. Wright requested that future policies be presented to the commission and followed by review of the document to assist the body in asking questions.	
Ms. Wright said that post-construction expectations should be clearly communicated.	Mr. Antonich said that there is verbiage in the right-of-way permit that City standards need to be adhered to when construction occurs.
Ms. Forsmann suggested a public comment period on the draft to allow feedback from the public and contractors.	Director Johnson said that the primary concern while drafting this document has been what works for citizens vs what works for a contractor to find a balance between a contractor's needs and an informed community.

Ms. Wright asked if this document would be coming back to this body. Director Johnson said that it would be brought back and because it is an administrative policy and not a change to City Code, it will not go to

City Council for approval. Ms. Forsmann clarified that administrative policies could be revised without City Council approval; Mr. Johnson concurred and said that if it evolved into an enforcement issue, then it could lead to codification.

VI. ITEMS MOVED FROM THE CONSENT AGENDA - Action Item

None.

VII. UNFINISHED & NEW BUSINESS

A. COMMISSIONER COMMENTS: - Action Item

None.

B. STAFF LIAISON COMMENTS: - Action Item

Director Johnson said that this body is scheduled to meet the week before the holidays in both November and December and that Public Works Specialist Kelley would send out a survey to gauge attendance. He said that the Temporary Traffic Control in the Right-of-Way policy would be brought back in November or December.

C. FUTURE AGENDA ITEMS: - Action Item

Commissioner Rehder asked about the City Code rewrites concerning development. Director Johnson said that it is tentatively scheduled to go to City Council for broad policy direction before it is brought to this body.

VIII. ADJOURNMENT - Action Item

There being no further business, Councilor Forsmann and Commissioner Rehder moved and seconded, respectively, to adjourn the meeting. The motion carried 4-0 and the Public Works Advisory Commission adjourned at approximately 12:56 p.m.

RESPECTFULLY SUBMITTED,

Haley Kelley,
Recording Secretary

Chairperson or Acting Chairperson
Public Works Advisory Commission

Approved this 18 day of December, 2024

Appendix A

Public Works- Temporary Traffic Control in the ROW Policy

FIRST DRAFT

Outline

- Background
- Policy No. 2024-200-XX - Temporary Traffic Control in the Right of Way Policy

Background

- Authority:

  City Code Chapters 31 and 35

Background

- Past Practices
  - No application
  - No guidelines – hand-sketched plans for traffic control and detours
  - Lack of communication to the public and agencies about closures
- Current Practices
  - No Application
  - No guidelines – require plans to be created by a traffic control supervisor (TCS)
  - Use strength of Chapter 31 to require temporary traffic control plans (TTCP)
  - Sometimes miss key agencies and/or the public when notifying about closures

PW Policy No. 2024-200-XX
Temporary Traffic Control in the ROW Policy

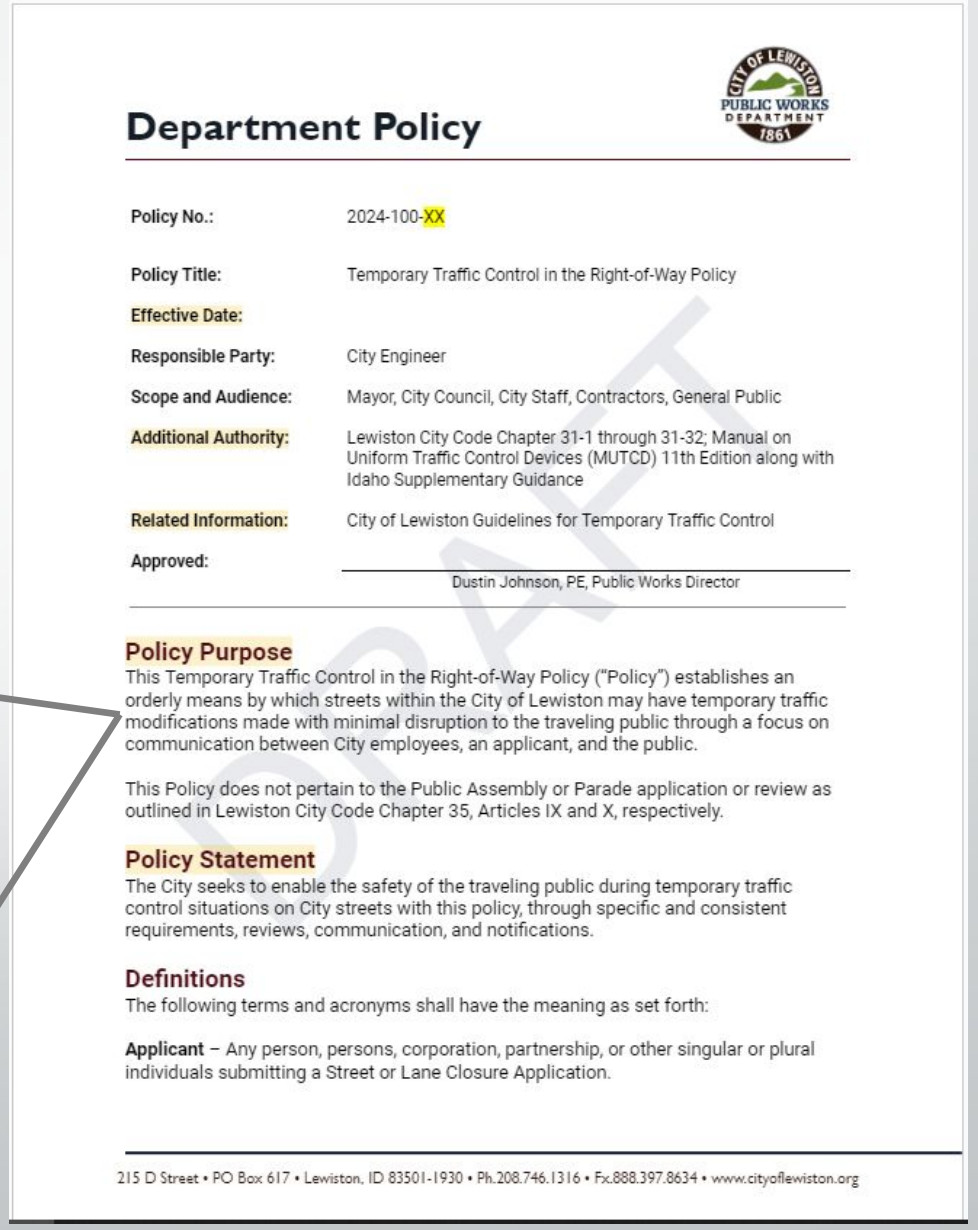
What does it do?

Policy No. 2024-200-XX

What does it do?

- Provides a policy for staff to operate from when requiring TTCPs

This Temporary Traffic Control in the Right-of-Way Policy ("Policy") establishes an orderly means by which streets within the City of Lewiston may have temporary traffic modifications made while minimizing disruption to the traveling public through a focus on communication between City employees, an applicant, and the public.



Department Policy

Policy No.: 2024-100-XX

Policy Title: Temporary Traffic Control in the Right-of-Way Policy

Effective Date:

Responsible Party: City Engineer

Scope and Audience: Mayor, City Council, City Staff, Contractors, General Public

Additional Authority: Lewiston City Code Chapter 31-1 through 31-32; Manual on Uniform Traffic Control Devices (MUTCD) 11th Edition along with Idaho Supplementary Guidance

Related Information: City of Lewiston Guidelines for Temporary Traffic Control

Approved:

Dustin Johnson, PE, Public Works Director

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Policy Purpose

This Temporary Traffic Control in the Right-of-Way Policy ("Policy") establishes an orderly means by which streets within the City of Lewiston may have temporary traffic modifications made with minimal disruption to the traveling public through a focus on communication between City employees, an applicant, and the public.

This Policy does not pertain to the Public Assembly or Parade application or review as outlined in Lewiston City Code Chapter 35, Articles IX and X, respectively.

Policy Statement

The City seeks to enable the safety of the traveling public during temporary traffic control situations on City streets with this policy, through specific and consistent requirements, reviews, communication, and notifications.

Definitions

The following terms and acronyms shall have the meaning as set forth:

Applicant – Any person, persons, corporation, partnership, or other singular or plural individuals submitting a Street or Lane Closure Application.

215 D Street • PO Box 617 • Lewiston, ID 83501-1930 • Ph.208.746.1316 • Fx.888.397.8634 • www.cityoflewiston.org

Policy No. 2024-200-XX

What does it do?

- Provides a framework for enforcing the requirements of Chapter 31.17 regarding barricades and warnings.
- It does not add to the current code.

Sec. 31-17. - Barricades and warnings required.

(a) Any person digging, excavating, disturbing, obstructing or undermining any right-of-way pursuant to a right-of-way work permit granted under the provisions of this chapter shall place proper barricades and warning signs to prevent injury to persons and property. All barricades, warning signs, traffic-control devices, and methods shall be in accordance with Part 6, "Traffic Control of Street and Highway Construction and Maintenance Operation" of the "Manual on Uniform Traffic Control Devices."

(b) If the permittee fails to place and maintain proper traffic-control devices, the city may take action to correct the deficiencies or revoke the permittee's right to continue work under the right-of-way work permit. Violations of this section within the travel lanes of the roadway shall constitute a public offense and are punishable as set forth in section of this Code. In addition to the penalty provision set forth in section of this Code, the public works director is authorized to immediately abate violations of this section by closing the traffic work zone until such time as the traffic zone is in compliance with this section. In the event costs are associated with correcting the problem, such costs shall be billed against the permittee.

(Ord. No. 3726, § 2, 10-22-84; Ord. No. 4384, § 3, 11-28-05)

Policy No. 2024-200-XX

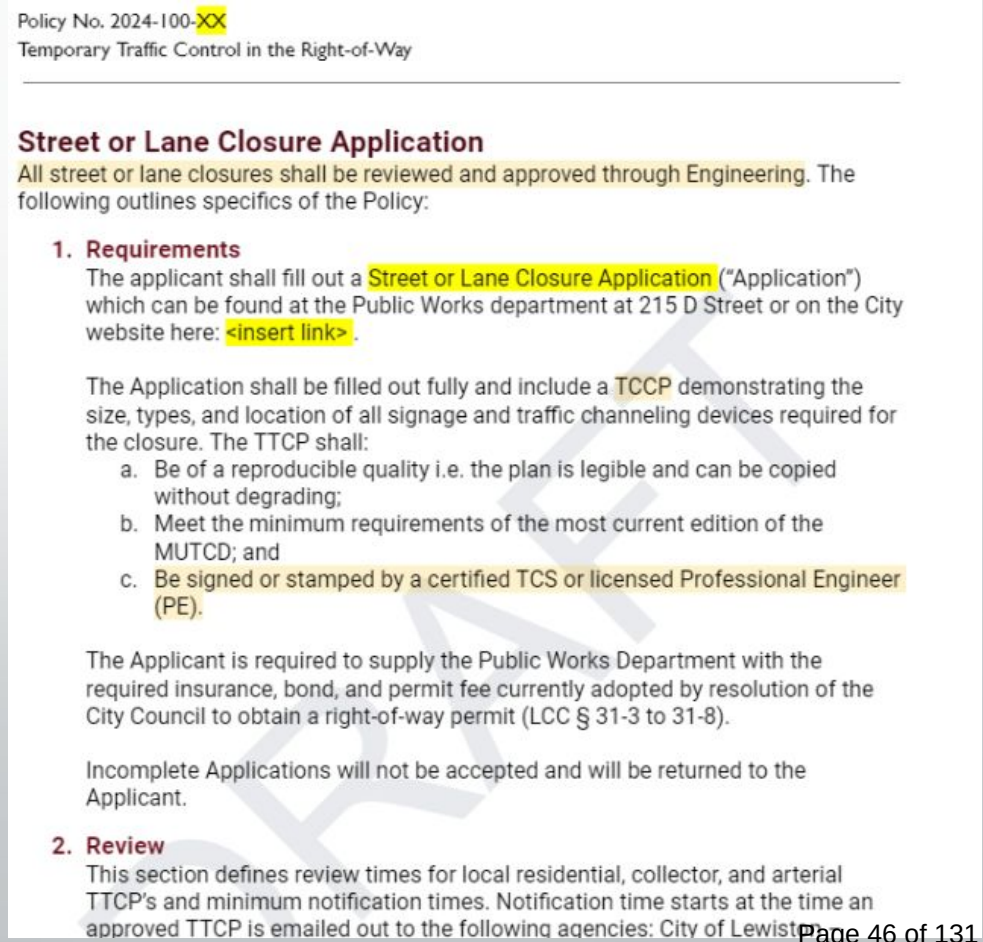
- Overview
- Parts and Pieces
- Supports Existing

  ROW Permit

Policy No. 2024-200-XX

Overview

- ROW Permit
- Fill out an online application
- Review by Engineering
- Automated Email
- GIS Application



Policy No. 2024-100-XX
Temporary Traffic Control in the Right-of-Way

Street or Lane Closure Application

All street or lane closures shall be reviewed and approved through Engineering. The following outlines specifics of the Policy:

1. **Requirements**

   The applicant shall fill out a Street or Lane Closure Application ("Application") which can be found at the Public Works department at 215 D Street or on the City website here: <insert link> .

   The Application shall be filled out fully and include a TCCP demonstrating the size, types, and location of all signage and traffic channeling devices required for the closure. The TTCP shall:

   a. Be of a reproducible quality i.e. the plan is legible and can be copied without degrading;
   b. Meet the minimum requirements of the most current edition of the MUTCD; and
   c. Be signed or stamped by a certified TCS or licensed Professional Engineer (PE).

   The Applicant is required to supply the Public Works Department with the required insurance, bond, and permit fee currently adopted by resolution of the City Council to obtain a right-of-way permit (LCC § 31-3 to 31-8).

   Incomplete Applications will not be accepted and will be returned to the Applicant.

2. **Review**

   This section defines review times for local residential, collector, and arterial TTCP's and minimum notification times. Notification time starts at the time an approved TTCP is emailed out to the following agencies: City of Lewiston

DRAFT

Policy No. 2024-200-XX

Parts and Pieces

- City Code and the MUTCD
- Guidelines for TTC
- Online Application
- Existing ROW Permit

Policy No. 2024-200-XX

Guidelines for Temporary Traffic Control in Lewiston

<insert City Symbol> GUIDELINES FOR TEMPORARY TRAFFIC CONTROL
CITY OF LEWISTON

date: MO / YEAR

When within the City of Lewiston City Limits, temporary traffic control is required. Due to the different traffic conditions such as variable speed and traffic densities, no one standard can apply to all situations. The temporary traffic control zone (work zone) shall be designed and arranged to fit the specific situation and location. If questions arise, please feel free to contact the City of Lewiston Public Works, Engineering Div. office;

Phone: (208) 746-1346 Email: publicworks@cityoflewiston.org

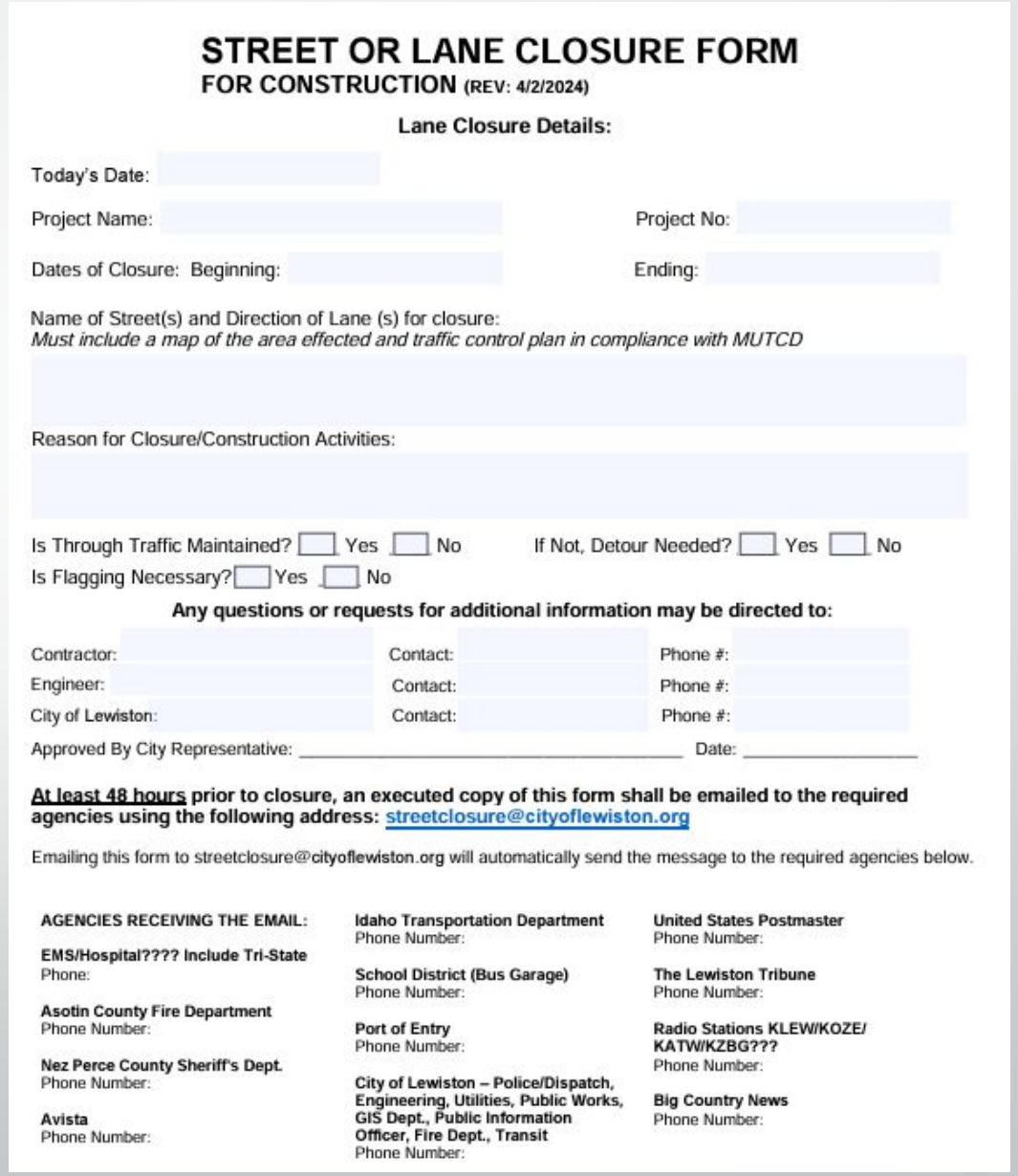
1. Road users movement should be inhibited as little as practical.
2. Road users should be guided in a clear and positive manner while approaching and traversing the work zone.
3. All Traffic Control Plans (TCP) submitted and work zones must conform to the Manual on Traffic Control Devices (MUTCD).
4. A certified Traffic Control Supervisor (TCS) or other qualified person using standard signs and symbols in a digital format must prepare all TCPs.
5. A TCP must be reviewed and approved before a permit to work in the City of Lewiston right of way will be issued. Note: a TCP may be required even if the work does not impact traffic.
6. When using flaggers on a project that will last more than one day, a site specific TCP will have to be kept on the jobsite. Typical MUTCD applications can be attached to the site specific TCP. Flaggers shall have in their possession a valid Idaho traffic control flagger card (or other state card that has reciprocity agreement with Idaho). It is the responsibility of the permit holder to adhere to all rules governing the use of flaggers.
7. If closing a street or lane as part of the TCP, advanced public notice is required.

Street Classification	Min. City Review Time	Min. Public Advanced Notification
Local Residential	24 hours	48 hours
Collector	48 hours	48 hours
Arterial	5 Business Days	5 Business Days

8. Additionally, all road closures require notice to the following agencies: City of Lewiston – Police/Dispatch, Fire Department, Public Works, GIS, PIO, Transit; Nez Perce County Sheriff's Dept., Asotin County Fire Dept., Avista, ITD, School District (Bus Garage), USPS, Port of Entry, The Lewiston Tribune, KLEW, KOZE, Big Country News, and SJRMC. All road closures and detours shall be approved through the City Engineer's office.

Policy No. 2024-200-XX

Sample of the information required for the online application.



STREET OR LANE CLOSURE FORM
FOR CONSTRUCTION (REV: 4/2/2024)

Lane Closure Details:

Today's Date:

Project Name: Project No:

Dates of Closure: Beginning: Ending:

Name of Street(s) and Direction of Lane (s) for closure:
Must include a map of the area effected and traffic control plan in compliance with MUTCD

Reason for Closure/Construction Activities:

Is Through Traffic Maintained? ☐ Yes ☐ No If Not, Detour Needed? ☐ Yes ☐ No

Is Flagging Necessary? ☐ Yes ☐ No

Any questions or requests for additional information may be directed to:

Contractor:	Contact:	Phone #:
Engineer:	Contact:	Phone #:
City of Lewiston:	Contact:	Phone #:

Approved By City Representative: _____ Date: _____

At least 48 hours prior to closure, an executed copy of this form shall be emailed to the required agencies using the following address: streetclosure@cityoflewiston.org

Emailing this form to streetclosure@cityoflewiston.org will automatically send the message to the required agencies below.

AGENCIES RECEIVING THE EMAIL:

EMS/Hospital???? Include Tri-State
Phone:

Asotin County Fire Department
Phone Number:

Nez Perce County Sheriff's Dept.
Phone Number:

Avista
Phone Number:

Idaho Transportation Department
Phone Number:

School District (Bus Garage)
Phone Number:

Port of Entry
Phone Number:

City of Lewiston – Police/Dispatch, Engineering, Utilities, Public Works, GIS Dept., Public Information Officer, Fire Dept., Transit
Phone Number:

United States Postmaster
Phone Number:

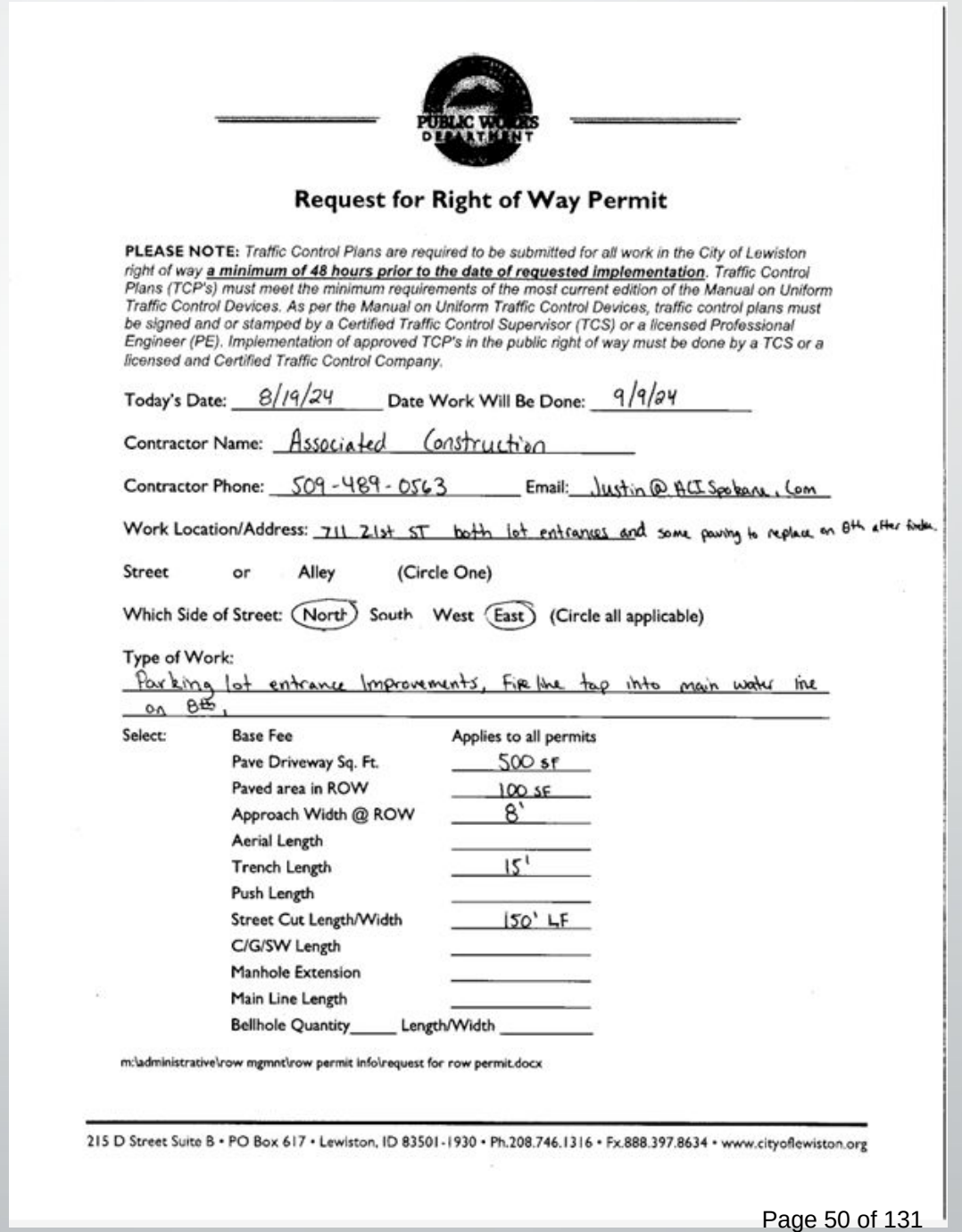
The Lewiston Tribune
Phone Number:

Radio Stations KLEW/KOZE/ KATW/KZBG???
Phone Number:

Big Country News
Phone Number:

Policy No. 2024-200-XX

Existing ROW Permit



PUBLIC WORKS DEPARTMENT

Request for Right of Way Permit

PLEASE NOTE: *Traffic Control Plans are required to be submitted for all work in the City of Lewiston right of way* ***a minimum of 48 hours prior to the date of requested implementation****. Traffic Control Plans (TCP's) must meet the minimum requirements of the most current edition of the Manual on Uniform Traffic Control Devices. As per the Manual on Uniform Traffic Control Devices, traffic control plans must be signed and or stamped by a Certified Traffic Control Supervisor (TCS) or a licensed Professional Engineer (PE). Implementation of approved TCP's in the public right of way must be done by a TCS or a licensed and Certified Traffic Control Company.*

Today's Date: 8/19/24 Date Work Will Be Done: 9/9/24

Contractor Name: Associated Construction

Contractor Phone: 509-489-0563 Email: Justin@ACISpokane.com

Work Location/Address: 711 21st ST both lot entrances and some paving to replace on 8th after finish.

Street or Alley (Circle One)

Which Side of Street: (North) South West (East) (Circle all applicable)

Type of Work:
Parking lot entrance improvements, Fire line tap into main water line on 8th.

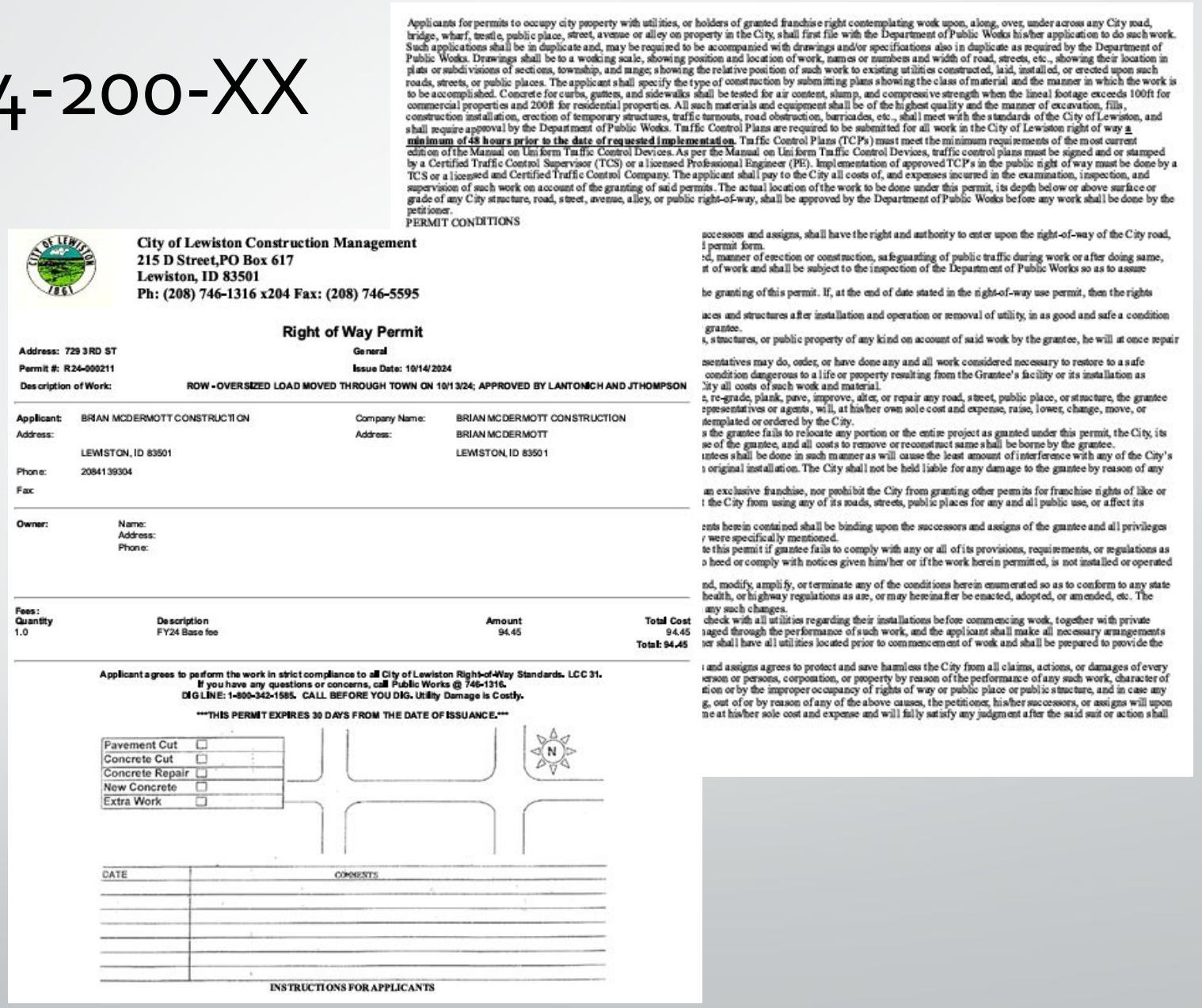
Select:	Base Fee	Applies to all permits
	Pave Driveway Sq. Ft.	500 sf
	Paved area in ROW	100 SF
	Approach Width @ ROW	8'
	Aerial Length	
	Trench Length	15'
	Push Length	
	Street Cut Length/Width	150' LF
	C/G/SW Length	
	Manhole Extension	
	Main Line Length	
	Bellhole Quantity____ Length/Width	

m:\administrative\row mgmnt\row permit info\request for row permit.docx

215 D Street Suite B • PO Box 617 • Lewiston, ID 83501-1930 • Ph.208.746.1316 • Fx.888.397.8634 • www.cityoflewiston.org

Policy No. 2024-200-XX

Existing ROW Permit



Applicants for permits to occupy city property with utilities, or holders of granted franchise right contemplating work upon, along, over, under across any City road, bridge, wharf, trestle, public place, street, avenue or alley on property in the City, shall first file with the Department of Public Works his/her application to do such work. Such applications shall be in duplicate and, may be required to be accompanied with drawings and/or specifications also in duplicate as required by the Department of Public Works. Drawings shall be to a working scale, showing position and location of work, names or numbers and width of road, streets, etc., showing their location in plats or subdivisions of sections, township, and range; showing the relative position of such work to existing utilities constructed, laid, installed, or erected upon such roads, streets, or public places. The applicant shall specify the type of construction by submitting plans showing the class of material and the manner in which the work is to be accomplished. Concrete for curbs, gutters, and sidewalks shall be tested for air content, slump, and compressive strength when the lineal footage exceeds 100ft for commercial properties and 200ft for residential properties. All such materials and equipment shall be of the highest quality and the manner of excavation, fills, construction installation, erection of temporary structures, traffic turnouts, road obstruction, barricades, etc., shall meet with the standards of the City of Lewiston, and shall require approval by the Department of Public Works. Traffic Control Plans are required to be submitted for all work in the City of Lewiston right of way a **minimum of 48 hours prior to the date of requested implementation.** Traffic Control Plans (TCPs) must meet the minimum requirements of the most current edition of the Manual on Uniform Traffic Control Devices. As per the Manual on Uniform Traffic Control Devices, traffic control plans must be signed and or stamped by a Certified Traffic Control Supervisor (TCS) or a licensed Professional Engineer (PE). Implementation of approved TCP's in the public right of way must be done by a TCS or a licensed and Certified Traffic Control Company. The applicant shall pay to the City all costs of, and expenses incurred in the examination, inspection, and supervision of such work on account of the granting of said permits. The actual location of the work to be done under this permit, its depth below or above surface or grade of any City structure, road, street, avenue, alley, or public right-of-way, shall be approved by the Department of Public Works before any work shall be done by the petitioner.

PERMIT CONDITIONS

City of Lewiston Construction Management
215 D Street,PO Box 617
Lewiston, ID 83501
Ph: (208) 746-1316 x204 Fax: (208) 746-5595

Right of Way Permit

Address: 729 3RD ST — **General**
Permit #: R24-000211 — **Issue Date:** 10/14/2024
Description of Work: ROW - OVERSIZED LOAD MOVED THROUGH TOWN ON 10/13/24; APPROVED BY LANTONICH AND JTHOMPSON

Applicant:	BRIAN MCDERMOTT CONSTRUCTION	Company Name:	BRIAN MCDERMOTT CONSTRUCTION
Address:		Address:	BRIAN MCDERMOTT
	LEWISTON, ID 83501		LEWISTON, ID 83501
Phone:	2084139304		
Fax:			

Owner: Name: Address: Phone:

Fees:

Quantity	Description	Amount	Total Cost
1.0	FY24 Base fee	94.45	94.45
			Total: 94.45

Applicant agrees to perform the work in strict compliance to all City of Lewiston Right-of-Way Standards. LCC 31.
If you have any questions or concerns, call Public Works @ 746-1316.
DIG LINE: 1-800-342-1585. CALL BEFORE YOU DIG. Utility Damage is Costly.

*****THIS PERMIT EXPIRES 30 DAYS FROM THE DATE OF ISSUANCE.*****

Pavement Cut	☐
Concrete Cut	☐
Concrete Repair	☐
New Concrete	☐
Extra Work	☐

N

DATE	COMMENTS

INSTRUCTIONS FOR APPLICANTS

successors and assigns, shall have the right and authority to enter upon the right-of-way of the City road,
l permit form.
d, manner of erection or construction, safeguarding of public traffic during work or after doing same,
t of work and shall be subject to the inspection of the Department of Public Works so as to assure

he granting of this permit. If, at the end of date stated in the right-of-way use permit, then the rights

aces and structures after installation and operation or removal of utility, in as good and safe a condition
grantee.
s, structures, or public property of any kind on account of said work by the grantee, he will at once repair

sentatives may do, order, or have done any and all work considered necessary to restore to a safe
condition dangerous to a life or property resulting from the Grantee's facility or its installation as
City all costs of such work and material.
e, re-grade, plank, pave, improve, alter, or repair any road, street, public place, or structure, the grantee
epresentatives or agents, will, at his/her own sole cost and expense, raise, lower, change, move, or
demplated or ordered by the City.
s the grantee fails to relocate any portion or the entire project as granted under this permit, the City, its
se of the grantee, and all costs to remove or reconstruct same shall be borne by the grantee.
ntees shall be done in such manner as will cause the least amount of interference with any of the City's
original installation. The City shall not be held liable for any damage to the grantee by reason of any

an exclusive franchise, nor prohibit the City from granting other permits for franchise rights of like or
the City from using any of its roads, streets, public places for any and all public use, or affect its

nts herein contained shall be binding upon the successors and assigns of the grantee and all privileges
were specifically mentioned.
te this permit if grantee fails to comply with any or all of its provisions, requirements, or regulations as
heed or comply with notices given him/her or if the work herein permitted, is not installed or operated

nd, modify, amplify, or terminate any of the conditions herein enumerated so as to conform to any state
health, or highway regulations as are, or may hereinafter be enacted, adopted, or amended, etc. The
any such changes.
check with all utilities regarding their installations before commencing work, together with private
naged through the performance of such work, and the applicant shall make all necessary arrangements
er shall have all utilities located prior to commencement of work and shall be prepared to provide the

and assigns agrees to protect and save harmless the City from all claims, actions, or damages of every
erson or persons, corporation, or property by reason of the performance of any such work, character of
tion or by the improper occupancy of rights of way or public place or public structure, and in case any
g, out of or by reason of any of the above causes, the petitioner, his/her successors, or assigns will upon
ne at his/her sole cost and expense and will fully satisfy any judgment after the said suit or action shall

SIDEWALK
CLOSED
CAUTION

Genie GS-2646

FASTSIGNS
verizon

ROAD
CLOSED

Lewiston City Library Art Committee Meeting
September 19, 2024
4 PM
Library Community Room

1. **Call to order** - the meeting was called to order at 4:05 PM by chairperson Deena Heath. In attendance were Ray Esparsen, John Patterson, Kelsey Grafton, Erin Cassetto, Deena Heath and Director, Lynn Johnson.

2. **Approval of previous meeting minutes:** Ray Esparsen moved to approve the August 15, 2024, meeting minutes and John Patterson seconded. The motion carried.

3. **Unfinished Business**
   a. Review of 2024 - 2025 Exhibit Calendar to Date
      I. Potential Artist Installation, Raven Hammer Studio / R Eastman - The group viewed Rachel Eastman's work on her website. Kelsey Grafton moved and Ray Esparsen seconded a motion to approve Rachel Eastman's work to be installed in late February through late May, 2025.
   b. Art Walk Artist & Reception - several members of the committee agreed to attend and help host the event. Lynn Johnson reported that the Pioneer Ramblers will provide live music at no cost but would like a hospitality space for breaks.

4. New Business
   a. Gail Siegel Program - Lynn Johnson shared that Kelsey Grafton contacted Gail Siegel to request a public program about how she creates her work. Lynn Johnson shared a flier created to market the public program which will be held on October 14 at 1:30 PM. It was mentioned this event should be shared with the Valley Arts Center.
   b. Artist Challenge - the potential for a community art challenge was discussed and it was suggested that this may be something that the committee could partner with the LC Center for Arts and History on.

5. Upcoming Meetings:
   a. October 17, 2024
   b. November 21, 2024

6. Adjournment - Kelsey Grafton moved and Erin Cassetto seconded to adjourn.

Lewiston City Library
Board of Trustees
Regular Meeting | Wednesday, November 20, 2024
Event Space

1. Call to Order: The meeting was called to order at 5:30 PM by Rebecca Snodgrass
   Trustees Present: Trisha Decker, Rebecca Snodgrass, Diana Ames by phone
   Trustees Absent: Andy Hanson, Josh Brown
   Councilor Liaison Absent: Jim Kleeburg
   Library Staff: Library Director Lynn Johnson, Administrative Assistant Bruno Alvino

2. Recognition of Visitors
   a. None

3. Public Comment & Correspondence
   a. A thank you card from local artist Shane Atkins for our help during installation and Art Walk 2024 and a thank you card from the Idaho State Historical Society for our assistance in setting up their meeting with local stakeholders.

4. City of Lewiston Council Report
   a. None

5. Library Foundation Report
   a. L. Johnson spoke on behalf of D.Ohrtman who could not attend today. She confirmed that the Foundation is looking for new members to join the organization and reminded Trustees of the upcoming Gala in April.

6. Consent Agenda - Action Item
   a. Approval of Minutes of Previous Meetings - Board of Trustees from October 16, 2024
   b. Review of Statistical Report
   c. Approval of Statement of Expenses
      i. Trisha Decker moved to approve the consent agenda as listed and Diana Ames seconded. All in favor. The motion carried.

7. Committee Reports
   a. Art Committee
      i. L. Johnson noted that the art committee meeting is tomorrow and noted an upcoming artist reception on December 7. The Art Committee will also be reviewing upcoming artists for future art installations.

8. Director's Report
   a. Grants
      i. L. Johnson shared information about the digital access grants that she and D. Garr, Tech Librarian, are applying for. She noted that this is federal money going through the Idaho Commission for Libraries that can be used

for these grant programs. She also shared that she had applied for a Sparklight grant to cover the costs of a Glowforge and that the Foundation has been awarded a grant for the library for educational purposes.

b. Fee Schedule Process Update
    i. L. Johnson reported that the fee schedule has been reviewed by city attorney J. Tegono and will be part of the upcoming board packet for a public hearing. Notices will go out in the Tribune as required by law.
c. Strategic Planning Project Update
    i. L. Johnson said the City of Lewiston will continue to have a city strategic plan. For the current department strategic plan, L Johnson is working on the building disaster plan.
d. Library Lighting Project Update
    i. L. Johnson reported that the City of Lewiston is currently accepting bids for the library lighting project. The plan is for work to begin next year.
e. Reimagine Downtown Project
    i. L. Johnson asked for feedback from the Trustees who attended the November 13th meeting regarding the possible artwork installation for the Reimagine Downtown Project. Those who attended felt positive about the process and being asked to participate.

9. Unfinished Business
    a. Public Art Policy Display and Donation - Action Item
        i. Discussion was held regarding a recent discussion with the city attorney J. Tengono and possible modifications to the policy. No action was taken at this time.
    b. Board of Trustees Bylaws Update - Action Item
        i. No action was taken at this time. Discussion took place about creating a separate set of bylaws for the art committee.
    c. Consideration of Moving December Regular Meeting Date - Action Item
        i. No action was taken.
    d. Items Moved from Consent Agenda - Action Item
        i. None

10. New Business
    a. Security Camera Policy
        i. The two policies were presented and an explanation of why there are now two policies governing the library in order for the board to consider future changes to the existing library policy or to rescind it.

11. Executive Session - Action Item

a. Idaho Code 74-206(1)(b) – To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student.

1. Trisha Decker moved to enter executive session 74-206(1)(b) and Diana Ames seconded the motion.

Roll Call -

Ay - Diana Ames, Trisha Decker, Rebecca Snodgrass.
Nay - None
Absent - Andy Hanson, Josh Brown

Following the discussion, Rebecca Snodgrass moved to end the executive session and Diana Ames seconded the motion. All were in favor.

12. Schedule of Upcoming Meetings
    a. Regular Meeting: December 18, 2024
    b. Regular Meeting: January 15, 2024

13. Adjournment - Action Item
    a. Trisha Decker moved to adjourn the meeting at 6:11 PM

August 03, 2023

The LEWISTON CODE BOARD OF APPEALS met in the Community Development Department Second Floor Conference Room at 215 "D" Street. Chair Turpin called the meeting to order at 5:30 p.m.

I. CALL TO ORDER

COMMISSIONERS PRESENT: Michell Radamaker; Kevin Messick; Tim Lynch; Kathy Schroeder; Shawn Turpin

COMMISSIONERS EXCUSED: Eric Peterson; Pat Showers

STAFF MEMBERS PRESENT: John Smith, Building Official; Julian Sorrell, Fire Marshal; Dawn Ortiz, Community Development Specialist

II. APPROVAL OF SEPTEMBER 3, 2020 MEETING MINUTES (ACTION ITEM)

Board Members Radamaker and Lynch moved and seconded, respectively, approval of the September 03, 2020 meeting minutes. The motion carried 4-0.

III. NEW BUISNESS

A. ELECTION OF COMMISSION CHAIRPERSON FOR 2023 (ACTION ITEM):

Chair Turpin nominated Board Member Tim Lynch for Chairperson. All in favor 4-0.

B. ELECTION OF VICE CHAIRPERSON FOR 2023 (ACTION ITEM)

Chair Lynch nominated Board Member Messick for Vice Chairperson. All in favor 4-0.

IV. OLD BUSINESS:

Staff Smith stated that Code Enforcement will be moving back to Community Development. Upon reviewing code there will probably be some code changes coming in front of the board.

V. ADJOURN

There being no further business, Chairperson Lynch and Board Member Radamaker moved and seconded, respectively, to adjourn. The motion carried 4-0 and the Code Board of Appeals adjourned at approximately 5:37 p.m.

RESPECTFULLY SUBMITTED,

Dawn Ortiz,
Recording Secretary

Chairperson or Acting Chairperson
Code Board Appeals

Approved this 2nd day of January, 2025.

January 04, 2024

The LEWISTON CODE BOARD OF APPEALS met in the Community Development Department Second Floor Conference Room at 215 "D" Street. Chairperson Lynch called the meeting to order at 5:30 p.m.

I. CALL TO ORDER

COMMISSIONERS PRESENT: Chairperson Tim Lynch; Vice Chairperson Kevin Messick; Michell Radamaker; Shawn Turpin; Pat Showers; Kathy Schroeder, City Council

COMMISSIONERS EXCUSED: Eric Peterson

STAFF MEMBERS PRESENT: Jeff Wolfe, Building Official; Dawn Ortiz, Community Development Specialist; Aaron Butler, IT

II. CITIZEN COMMENTS

None

III. CORRECTIONS OR ADDITIONS TO AGENDA

None

IV. APPROVAL OF AUGUST 3, 2023 MEETING MINUTES (ACTION ITEM)

Board Members Showers and Turpin moved and seconded, respectively, approval of the August 03, 2023 meeting minutes as corrected. The motion carried 5-0.

Note: After the January 4, 2024 meeting and the approval of the minutes, staff found the recording and upon viewing there are a few amendments to them which will need to be re-approved at the next meeting.

V. NEW BUISNESS

A. ELECTION OF COMMISSION CHAIRPERSON FOR 2024 (ACTION ITEM):

Board member Turpin nominated Board Member Michell Radamaker for Chairperson.

Upon roll call, the vote was as follows:

Chairperson Tim Lynch voted for Michell Radamaker
Board member Patrick Showers voted for Michell Radamaker
Board member Shawn Turpin voted for Michell Radamaker
Board member Kevin Messick voted for Michell Radamaker
Board member Michell Radamaker voted for Michell Radamaker

B. ELECTION OF VICE CHAIRPERSON FOR 2024 (ACTION ITEM)

City Councilor Kathy Schroeder nominated Board Member Tim Lynch for Vice Chairperson.

Upon roll call, the vote was as follows:
Board member Tim Lynch voted for Tim Lynch
Board member Patrick Showers voted for Tim Lynch
Board member Shawn Turpin voted for Tim Lynch
Board member Kevin Messick voted for Tim Lynch
Chairperson Michell Radamaker voted for Tim Lynch

VI. UNFINISHED & NEW BUSINESS:

A. INTRODUCTION OF NEW BUILDING OFFICIAL

Jeff Wolfe was introduced to the board members that were not aware as the City of Lewiston's current Building Official.

Board member Lynch asked Staff Wolfe when a new electrical inspector would be hired.

Staff Wolfe stated the City has not advertised, but hopefully soon.

VII. ADJOURN

There being no further business, Board Member Messick and Turpin moved and seconded, respectively, to adjourn. The motion carried 5-0 and the Code Board of Appeals adjourned at approximately 5:40 p.m.

RESPECTFULLY SUBMITTED,

Dawn Ortiz,
Recording Secretary

Chairperson or Acting Chairperson
Code Board Appeals

Approved this 2nd day of January, 2025.

November 13, 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; Shaunita Cable; Kathy Branson via Zoom at 6:00 pm;

COMMISSIONER EXCUSED: Kevin Kelly; Emily Wolf;

STAFF MEMBERS PRESENT: Joel Plaskon, City Planner; Katie Hollingshead, Assistant Planner; Dawn Ortiz, Community Development Office Supervisor; Jennifer Tengono, City Attorney; Mark Weigand, City Surveyor

II. CITIZEN COMMENTS

Mark Steiner, Lewiston Id stated he would like section 37-33 of City Code amended. Developers should not be forced to install recreation areas or aesthetic aspects of the construction.

Ryan Higgins, Clarkston Wa, but has a business located in Lewiston. Higgins team has sold several Quality Design Homes and their role has been to help offer affordable housing. To do that we have developed a floor plan that provides owners with specific features and still keeping cost down. The current small lot development standards force builders into a floor plan that lacks all those features and remains affordable.

Dan Yonge, Lewiston Id stated that outdoor recreation will cause rent to increase and the 5% is too much to ask for a recreation area/green space.

Jeremy Edwardson, Lewiston Id stated there is a major shortage of affordable housing in Lewiston. Any regulations to developers just makes it worse. Require outdoor recreation area will cause rent to increase and cause the chance of apartment building being built to decrease. Design choices should be left up to the builders and what the owners will want.

III. APPROVAL OF OCTOBER 23, 2024 MEETING MINUTES (ACTION ITEM)

Commissioner Anderson and Vice Chair Iacoboni moved and seconded, respectively, approval of the October 23, 2024 meeting minutes as written. The motion carried 3-0-1 with Commissioner Cable abstaining.

IV. PRELMINARY PLAT: SKYVIEW ESTATES PHASE IV. (ACTION ITEM):

City Surveyor Mark Weigand verbally summarized the request for the Planning and Zoning Commission.

Commissioners asked clarification questions regarding the definition of street frontage requirements to city staff.

Commissioners Anderson and Cable moved and seconded, respectively, to recommend approval of the Skyview Estates, Phase IV preliminary plat, and Reasoned Statement to the City Council. The motion carried 4-0.

V. ZONING CODE AMENDMENT INITIATION, ZA-03-24 (ACTION ITEM):

Staff Plaskon verbally reviewed the zone code changes recommended by the Comprehensive Plan Work Plan Development Committee that was appointed by the City Council. The Commission expressed informal approval of the recommended amendments to the R4 Zone for expanding allowable uses and the recommended addition of multi-family residential uses not on the ground floor of buildings in the C6 Zone. The Commission debated about and deliberated over the recommended addition of requiring recreational areas for new multi-family residential developments. Commissioners discussed different existing apartment complex locations in Lewiston that have green space or recreation space already and compared those to the zoning code amendments recommended by the Committee.

As related to the recommended addition of requiring recreational areas for new multi-family residential developments, staff informed the Commission that the Bloom Apartment Complex on 17th Street was required to put in an outdoor recreation area consisting of a pavilion, paved basketball court and picnic tables as a requirement of the Conditional Use Permit associated with that project. In the end, the Commission decided that this recommended recreation area requirement was a worthy benefit for the good of residents of apartment complexes in the city.

The Commission also discussed and liked the idea of establishing the Comprehensive Plan Work Plan Development Committee's recommendation to establish transition zoning between commercial residential zones along the 21st Street and Thain Road

corridors and the Committee's recommended from R2 to R3 (upzoning) in and near the Sunset neighborhood.

Vice Chair Iacoboni and Commissioner Anderson moved and seconded, respectively, to initiate Zoning Code amendments recommended by the Comprehensive Plan Work Plan Development Committee, as presented by staff and generally represented by the Commission's discussion herein above. The motion carried 5-0.

VI. ZONING CODE AMENDMENT WORKSHOP FOR ZA-04-24: SMALL LOT DEVELOPMENT STANDARDS AMENDMENTS. (ACTION ITEM):

Staff Hollingshead stated City Council initiated zoning code amendments for ZA-04-24.

Dan Yonge, Lewiston Id provided photo examples of previously constructed duplexes in the city and compared them to photos of townhomes he would like to build. Mr. Yonge verbally reviewed the current standards for small lot development and how it would be difficult to meet those standards. Mr. Yonge then verbally reviewed the code changes he is asking for and that he provided to the Commission. He would have a hard time selling a house built to the current small lot development design standards but would be able to market and sell a house to ones built to the standards he was asking for.

Commissioners asked clarifying questions from Mr. Yonge on photos provided regarding the placement of trees, shrubs, garages and water/sewer lines.

Staff Plaskon stated that small lot development is an option chosen by the developer and that it is not a requirement for all developments. Most of what is in the staff draft is in the current code. The draft would simply turn the design standards list into a "shopping list" for developers to choose from, instead of the current code which requires all of the design standards to be met by developers. It would also decrease the number of design standards that would have to be met from six to five and would allow the developer that asked for related code amendments to develop his lots the way that he wanted to, without having to comply with those of the design standards he didn't want to have to meet.

Commissioner Cable asked why R1, R2 and R3 zones didn't have design standards like small lot development.

Staff Plaskon stated small lot development is a choice the developer can choose to get smaller lots.

Staff Hollingshead stated that small lot development was developed as choice instead of planned unit development. In order to get the small lot you would be required to have design standards. Staff Hollingshead then verbally reviewed small lot design standards, and provided the Commission with photo examples of the standards and standards from other jurisdictions.

Commissioners discussed different options for design standards. Commissioners directed staff to proceed with those presented in the staff draft, plus two additional design standards to add to the "shopping list" that developers could choose from and to bring the draft back to the Commission for a final review prior to the Commission formally initiating the related code amendments and then later conducting their public hearing on the matter.

VII. STAFF-COMMISSION COMMUNICATIONS

A. Query of Commissioners for the November 27, 2024 meeting

The Commission canceled the November 27, 2024 meeting due to the Thanksgiving holiday.

Staff Hollingshead stated the December 11, 2024 meeting might be fuller as the seconded meeting in December is scheduled on Christmas and City Offices will be closed. The Commission decided to cancel there regularly scheduled 12/25/24 meeting due to the Christmas holiday.

VIII. ADJOURN

There being no further business, Vice Chair Iacoboni and Commissioner Anderson moved and seconded, respectively, to adjourn. The motion carried 5-0 and the Planning and Zoning Commission meeting adjourned at approximately 7:41 p.m.

RESPECTFULLY SUBMITTED,

~~Dawn Ortiz~~, Katie Hollingshead
Recording Secretary

Chairperson or Acting Chairperson
Planning and Zoning Commission

Approved this 11 day of December, 2024.

Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
ACROSS THE STREET PRODUCTIONS INC	117628	12/19/2024	FIRE	FIRE - ACROSS THE STREET PROD - ANNUAL DUES	$1,625.00
AMAZON CAPITAL SERVICES	117659	12/27/2024	EXECUTIVE	EXEC BPO: OFFICE/TRAINING SUPPLIES FOR CLERK	$126.22
			FIRE	FIRE - AMAZON - SUPPLIES	$170.31
			FLTMAINT	BPO/ FLEET REPAIR PARTS & OFFICE SUPPLIES	$414.48
			LEGAL	AMAZON; REPLACEMENT PART FOR OFFICE KEURIG	$24.94
			RECREATION	AMAZON - HEADPHONE ADAPTORS FOR STEREO SYSTEM	$15.94
				SPEAKERS, POWER STRIPS, VIDEO CARTS, VOLLEYBALLS	$33.98
			TRANSITOP	TRANSIT BPO OFFICE/CLEANING SUPPLIES	$88.86
			TRNSPN	PW - ST - PPE: DM, RT, TP, SG, RE, AND IE	$1,079.45
			WATER	PW-WD-DESK CHAIR; J RUARK	$109.99
				PW-WD-IPHONE 15 CASE W/ SCREEN PROTECTOR	$23.98
				PW-WD-SCREEN PROTECTORS; B GARZA IPAD	$17.68
			WSTWTR	PW-WWC-IPAD CASE; K LEE IPAD AIR 13	$39.98
ANATEK LABS INC	117660	12/27/2024	WATER	PW-WTP-BPO SAMPLING ANALYSIS FOR COMPLIANCE	$480.00
APPLE INC	117661	12/27/2024	POLICE	IPAD 10TH GEN 64GB WI-FI ONLY FOR PD LOBBY KIOSK	$329.00
AQUATIC INFORMATICS INC	117662	12/27/2024	WATER	PW-WD-BPO CROSS CONNECTION PROGRAM	$18.00
ASOTIN COUNTY LANDFILL	117663	12/27/2024	WSTWTR	BPO-PW-WWTP-FY25 MONTHLY DISPOSAL	$343.11
ATLAS SAND & ROCK	117664	12/27/2024	PARKSFAC	ATLAS - CONCRETE PURCHASE FOR PIONEER	$465.00
			TRNSPN	BPO - ST - DUTHIE MAG ROCK	$5,695.93
AVISTA	117629	12/19/2024	UNDEFINED	AVISTA POLE LIGHTS PCS-144846 PROJECT CRDT REBATE	$1,650.87
BAVCO	117665	12/27/2024	WSTWTR	PW-WWTP-BACKFLOW ISOLATION REPAIR KITS	$86.90
BLUE RIBBON LINEN SUPPLY INC	117666	12/27/2024	FIRE	BPO FIRE - BLUE RIBBON - LAUNDRY SERVICE	$1,102.15
CANON FINANCIAL SERVICES INC	117667	12/27/2024	COMDEV	BPO-CD-CANON PRINTER: DX5760I COPIER LEASE-CANON	$253.63
CASSIE FRARY DBA SNAKE RIVER FOUR PAWS, LLC	117644	12/19/2024	POLICE	BPO PD BOARDING SERVICES FOR K9 ZIVA	$235.00
CATALYST MEDICAL GROUP PLLC	117669	12/27/2024	FIRE	BPO - FIRE - CATALYST MEDICAL - PHYSICALS	$559.97
CENTRAL ORCHARDS SEWER DISTRICT	117677	12/27/2024	WSTWTR	PW-WWC-FEASIBILITY STUDY FOR COSD-TAMMANY EXT O	$2,954.67

Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
CHS INC	117670	12/27/2024	FLTMAINT	INV/ TWO DRUMS OF MOTOR OIL 5W20 & 0W20	$1,834.80
CINTAS CORPORATION #606	117671	12/27/2024	FLTMAINT	BPO/ FLEET UNIFORM RENT & LAUNDRY	$109.63
CITY OF LEWISTON EMPLOYEE BENEFIT PLAN TRUST	117646	12/26/2024	ADMSVC	Payroll Run 1 - Warrant 122624	$415,367.74
CITY OF LEWISTON EMPLOYEE BENEFIT-CAFETERIA PLAN	117647	12/26/2024	ADMSVC	Payroll Run 1 - Warrant 122624	$7,835.60
CLEARWATER HYDRAULICS LLC	117672	12/27/2024	FLTMAINT	BPO/ FLEET REPAIR PARTS & OSL	$625.42
CLEMENTS BROWN & MCNICHOLS	117673	12/27/2024	HR	BPO - LEGAL SERVICES	$2,415.50
			LEGAL	OUTSIDE LEGAL COUNCIL, CB&M, PROFITT FY25	$9,827.50
COLEMAN OIL COMPANY LLC DBA COLEMAN OIL COMPANY	117674	12/27/2024	CEMETERY	CP-0204727: 12/15/24 BILL DATE	$61.81
			COMDEV	CP-0204727: 12/15/24 BILL DATE	$152.41
			FIRE	CP-0204727: 12/15/24 BILL DATE	$1,355.15
			FLTMAINT	CP-0204727: 12/15/24 BILL DATE	$89.25
			LEGISLATIV	CP-0204727: 12/15/24 BILL DATE	$26.92
			PARKSFAC	CP-0204727: 12/15/24 BILL DATE	$595.62
			POLICE	CP-0204727: 12/15/24 BILL DATE	$1,535.73
			SANITATION	BPO - TS - FUEL	$221.60
				BPO - TS - FY25 FUEL FOR SDI HAUL	$1,630.96
			STMWTR	CP-0204727: 12/15/24 BILL DATE	$181.85
			TRANSITOP	CP-0204727: 12/15/24 BILL DATE	$1,333.34
			TRNSPN	CP-0204727: 12/15/24 BILL DATE	$1,887.68
			WATER	CP-0204727: 12/15/24 BILL DATE	$151.99
			WSTWTR	CP-0204727: 12/15/24 BILL DATE	$496.82
COMMERCIAL TIRE INC	117675	12/27/2024	FLTMAINT	REPL SNOW RATED TIRES FOR #279 TRUCK	$887.38
				REPL SNOW RATED TIRES FOR #631 AMB	$2,728.14
				REPL SNOW TIRES FOR #630 AMB	$2,728.14
CONSOLIDATED ELECTRICAL DISTRIBUTORS	117676	12/27/2024	PARKSFAC	CONSOLIDATED ELECTRIC - LIBRARY LIGHTS	$320.00
CONTINENTAL AMERICAN INSURANCE COMPANY DBA AFLAC GROUP	117645	12/26/2024	ADMSVC	Payroll Run 1 - Warrant 122624	$1,399.50
DAN JOHNSON	117653	12/26/2024	LEGISLATIV	D. JOHNSON ASSOC OF ID LEGS SUMMIT BOISE	$143.85
	117654	12/26/2024	LEGISLATIV	D. JOHNSON R.U.N IN UNTIY CONVENING KENNEWICK	$54.00
DIGLINE INC	117678	12/27/2024	WATER	PW-W/WW BPO LOCATE SERVICES	$148.20

Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
DIGLINE INC	11767	12/27/2024	WSTWTR	PW-W/WW BPO LOCATE SERVICES	$148.20
EFTPS	1873	12/26/2024	ADMSVC	Payroll Run 1 - Warrant 122624	$165,657.58
EMS MANAGEMENT & CONSULTANTS INC	117679	12/27/2024	FIRE	BPO FIRE - EMS MC - AMBULANCE BILLING SERVICE	$3,256.76
ERB'S ACE HARDWARE LLC	117680	12/27/2024	FIRE	BPO FIRE - ERB HARDWARE - SUPPLIES	$13.57
			FLTMAINT	BPO/ FLEET REPAIR PARTS & SUPPLIES	$19.54
			WATER	PW-WD-BPO OPERATING SUPPLIES: TOOLS & HARDWARE	$31.69
				PW-WTP-BPO-OPERATING SUPPLIES: TOOLS & HARDWARE	$67.93
			WSTWTR	PW-WWCOLL-BPO SUPPLIES AND EQUIPMENT	$71.06
FATBEAM LLC	117630	12/19/2024	LIBRARY	BPO - LIB - PUBLIC INTERNET SERVICES	$990.00
FEDEX	117681	12/27/2024	WSTWTR	PW-WWCOLL-BPO SHIPPING CHARGES	$136.09
FERGUSON ENTERPRISES #3011	117682	12/27/2024	WATER	PW-WD-BPO WATERWORKS/PLUMBING FITTINGS/ACCESSORIE	$840.88
				WR071 RES EVALS; 24" SPARE PARTS	$9,537.82
			WSTWTR	PW-WWTP-BPO PIPING PARTS	$22.43
FISHER SCIENTIFIC	117683	12/27/2024	WATER	PW-WD-CHLORINE TESTER STRIPS; OLD INV	$169.11
FISHER SYSTEMS INC	117631	12/19/2024	WATER	PW-WTP BPO SERVICE CALLS FOR ALARMS	$240.96
	117684	12/27/2024	COMDEV	BPO-CD-FIRE ALARM MONITORING TESTING FOR CD BUILD	$216.00
			LIBRARY	LIB - SEMIANNUAL FIRE ALARM MONITORING	$396.00
				LIB - SEMIANNUAL SECURITY ALARM MONITORING	$264.00
			POLICE	BPO PD EVIDENCE ALARM SYSTEM MAINTENANCE FEES	$156.00
			SANITATION	PW - TS - SEMI-ANNUAL FIRE ALARM INSPECTIONS	$448.50
			WATER	PW WATER ALARM MONITORING-WTP, WTP SHOP, CELL COM	$1,710.00
			WSTWTR	PW-WW-BPO ALARM MONITORING	$1,344.00
FISHER WHITE	117655	12/26/2024	ADMSVC	REISSUE RETURNED PR PAYMENTS	$3,202.61
FOP LEWIS CLARK LODGE #10	117648	12/26/2024	ADMSVC	Payroll Run 1 - Warrant 122624	$1,779.96
GATEWAY MATERIALS	117685	12/27/2024	FLTMAINT	BPO/ FLEET REPAIR PARTS & SUPPLIES	$63.08
			WATER	PW-WD-BPO METAL STOCK-TUBING, BAR, ROD, REBAR	$23.00
				PW-WTP-BPO METAL MATERIAL & FABRICATION	$22.50

Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
GLOBAL EQUIPMENT COMPANY INC	117686	12/27/2024	PARKSFAC	FIRE STATION 2 - WATER BOTTLE FILLING STATION	$1,312.99
GRAINGER	117687	12/27/2024	WATER	PW-WTP-BPO MOTORS/PUMPS/TOOLS/FITTINGS	$764.24
H & H BUSINESS SYSTEMS	117688	12/27/2024	TRNSPN	BPO - ENG:DEV - MPW6700SP WIDE FORMAT MAINTENANCE	$17.02
HACH COMPANY	117689	12/27/2024	WSTWTR	PW-WWTP-BPO LAB SUPPLIES	$435.27
HAHN SUPPLY	117690	12/27/2024	PARKSFAC	BPO - FAC - HVAC SUPPLIES AND TOOLS	$0.99
				HAHN SUPPLY - FILTER REPLACEMENT	$274.68
			TRNSPN	BPO - ST/TR - OPERATING SUPPLIES	$38.14
HCAA LLC	117633	12/19/2024	WATER	PW-WTR-WW-2025 SHIRT ORDER	$981.50
			WSTWTR	PW-WTR-WW-2025 SHIRT ORDER	$951.50
HENRY SCHEIN	117691	12/27/2024	FIRE	BPO FIRE - HENRY SCHEIN - EMS SUPPLIES	$2,274.16
HOME DEPOT CREDIT SERVICES	117693	12/27/2024	PARKSFAC	HOME DEPOT MAINTENANCE SUPPLIES	$171.12
			TRNSPN	BPO - ST/TR - OPERATING SUPPLIES	$8.66
HUGHES FIRE EQUIPMENT INC	117694	12/27/2024	FLTMAINT	BPO/ FLEET REPAIR PARTS & REPAIRS	$240.85
I A F F - LOCAL #1773	117649	12/26/2024	ADMSVC	Payroll Run 1 - Warrant 122624	$3,283.00
IDAHO CHILD SUPPORT RECEIPTING	117650	12/26/2024	ADMSVC	Payroll Run 1 - Warrant 122624	$270.00
IDAHO STATE TAX COMMISSION	117651	12/26/2024	ADMSVC	Payroll Run 1 - Warrant 122624	$28,931.00
IDAHO TRANSPORTATION DEPT	1866	12/19/2024	TRNSPN	TR071 8TH STREET SAFETY IMPROVEMENTS - SLA	$4,000.00
IDAHO TRUCK SALES CO	117695	12/27/2024	FLTMAINT	BPO/ FLEET REPAIR PARTS & REPAIRS	$410.58
INGRAM LIBRARY SERVICES	117696	12/27/2024	LIBRARY	BPO - LIB - ADULT FICTION	$16.94
				BPO - LIB - ADULT NONFICTION 1ST FLR	$65.70
				BPO - LIB - JUVENILE FICTION	$33.36
				BPO - LIB - TEEN FIC	$190.99
				BPO - LIB JUVENILE BOOKMOBILE ORDERS	$192.45
INTERNATIONAL CITY MANAGEMENT ASSOCIATION DBA MISSIONSQUARE RETIREMENT	1872	12/26/2024	ADMSVC	Payroll Run 1 - Warrant 122624	$4,277.88
JOE HALL FORD	117697	12/27/2024	FLTMAINT	BPO/ FLEET REPAIR PARTS & OSL	$21.99
			FLTMAINT	BPO/ FLEET REPAIR PARTS & OSL	$181.66
JOHN'S SAW SERVICE	117698	12/27/2024	PARKSFAC	BPO - PARKS - JOHN'S SAW ENGINE REPAIR	$5.28
				JOHN'S SAW - PARKS SUPPLIES	$795.93

Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
J-U-B ENGINEERS	117699	12/27/2024	WATER	WR078 BRYDEN CANYON GOLF PRV - DESIGN	$1,560.00
			WSTWTR	PW-WW512 TO24 MAIN ST TRUNK LINE CE&I	$1,260.70
				WW001 TO16 2024 PIPELINE REPLACE - CEI 4C	$1,894.60
				WW504 TO4 SNAKE RIVER AVE SEWER TRUNK LINE ; REIS	$2,178.80
KENASTON CORPORATION	117700	12/27/2024	TRANSITCAP	TRANSIT COMMUNITY CENTER BUS STOP CONSTRUCTION	$230,725.93
KENWORTH SALES COMPANY	117701	12/27/2024	WATER	PW-WD-STROBE LIGHT FOR #370	$328.36
KNOX CONCRETE	117702	12/27/2024	WSTWTR	PW-WWTP-LANDSCAPE CURBING AT WWTP	$2,000.00
LARGENTS INC	117634	12/19/2024	WSTWTR	PW-WWTP-WASHING MACHINE DRAIN HOSE REPLACEMENT	$26.00
LEGACY PAVING AND CONSTRUCTION LLC	117704	12/27/2024	WATER	PW-WD-BPO FOR EMERGENCY ASPHALT PATCHES	$800.00
			WSTWTR	PW-WWCOLL-BPO FOR EMERGENCY ASPHALT PATCHES	$4,000.00
LES SCHWAB TIRE CENTER	117705	12/27/2024	FLTMAINT	BPO/ FLEET REPAIR PARTS & OSL	$333.23
LEWIS CLARK AMATEUR HOCKEY ASSOCIATION INC	117703	12/27/2024	RECREATION	ICE TIME AND HOCKEY UNIFORMS FOR PROGRAM	$1,275.00
LEWISTON VETERINARY CLINIC	117635	12/19/2024	LEGAL	WATSON COW CARE - LEWISTON VETERINARY CLINIC	$1,815.45
LUPER AUTOMOTIVE INC	117706	12/27/2024	FLTMAINT	BPO/ FLEET REPAIR PARTS & OSL	$132.90
			POLICE	PD-FORD ESCAPE OIL CHANGE AND SERVICE	$76.33
M L ALBRIGHT & SONS	117707	12/27/2024	STMWTR	SM012 12TH, MAIN TO F ST STMW IMPROVEMENT	$77,830.60
			WSTWTR	WW001-EXCAVATE & INSPECT SEWER AT ROGERS TOYOTA	$26,261.36
MIDWEST TAPE LLC	117636	12/19/2024	LIBRARY	BPO - LIB - ADULT DVD ORDERS	$467.09
	117708	12/27/2024	LIBRARY	BPO - LIB - ADULT DVD ORDERS	$234.67
				BPO - LIB - JUVENILE DVDS	$220.40
MISC AMBULANCE REFUND	117637	12/19/2024	ADMSVC	REFUND	$350.28
MISC CUSTOMER REFUND	117638	12/19/2024	WATER	UB 0508037249 2701 9TH	$156.70
	117639	12/19/2024	ECONDEV	E. LINDSLEY CDBG-LISD RENT	$1,000.00
	117640	12/19/2024	RECREATION	KATHLEEN HENNESSY REHEIN ROOM RENTAL REFUND	$75.00
	117641	12/19/2024	ECONDEV	PRISTINE LANDSCAPING & CONSTRUCTION CDBG-HRP-RODE	$2,500.00
	117652	12/26/2024	POLICE	KIOSK GROUP: ANGELED WALL MOUNT LOBBY KIOSK	$692.75

Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
MORETON & COMPANY	117709	12/27/2024	FLTMAINT	SERVICE CENTER AIR SAMPLE LAB TESTING	$579.09
MOTION INDUSTRIES INC	117710	12/27/2024	FLTMAINT	BPO/ FLEET REPAIR PARTS & SUPPLIES	$70.76
			FLTMAINT	BPO/ FLEET REPAIR PARTS & SUPPLIES	$105.42
NAPA AUTO PARTS	117711	12/27/2024	FIRE	FIRE - NAPA - HEADLIGHT	$9.79
			FLTMAINT	BPO - FLEET - REPAIR PARTS & SUPPLIES	$541.36
				REFUND ON INV# 5043-434433	($75.91)
			FLTMAINT	BPO - FLEET - REPAIR PARTS & SUPPLIES	$991.65
NATIONAL SAFETY INC	117712	12/27/2024	TRNSPN	PW - ST - PPE GLOVES: RAY EDMONDSON	$110.00
NATIONWIDE RETIREMENT	1871	12/26/2024	ADMSVC	Payroll Run 1 - Warrant 122624	$10,505.57
NATIONWIDE-RESERVE	1874	12/26/2024	ADMSVC	Payroll Run 1 - Warrant 122624	$1,704.92
NINJIO LLC	117713	12/27/2024	INFOSYSTMS	CYBER SECURITY TRAINING-WATER/WASTEWATER DEPTS	$249.60
			WATER	CYBER SECURITY TRAINING-WATER/WASTEWATER DEPTS	$312.00
			WSTWTR	CYBER SECURITY TRAINING-WATER/WASTEWATER DEPTS	$561.60
NORCO INC	117714	12/27/2024	WATER	PW-WTP-LINT FREE WIPERS FOR CLEANING UV EQUIPMENT	$205.40
NORTH 40 OUTFITTERS	117642	12/19/2024	PARKSFAC	BPO - PARKS - NORTH 40 MISC SUPPLIES	$19.06
	117715	12/27/2024	PARKSFAC	BPO - PARKS - NORTH 40 MISC SUPPLIES	$36.96
				NORTH 40 - BOOTS FOR SCOTT KILMER (PARKS)	$134.99
			TRNSPN	PW - ENG:GIS - SAFETY SHOES: SHANE NICKELSON	$142.49
				PW - ENG:GIS - SAFETY SHOES: TRAVIS RANDALL	$142.49
			WATER	PW-WD-BPO OPERATING SUPPLIES	$33.64
				PW-WTP-BPO OPERATING SUPPLIES	$134.07
				PW-WTP-SAFETY SHOES; K RIEHL	$112.49
			WSTWTR	PW-WWCOLL-BPO OPERATING SUPPLIES	$80.23
NORTH CENTRAL DISTRICT HEALTH DEPARTMENT	117632	12/19/2024	RECREATION	CC KITCHEN ONSITE AND OFFSITE FOOD LICENSE	$235.00
NORTHWEST ENGRAVING	117716	12/27/2024	HR	PRIDE AWARD PLAQUES	$450.00
			LIBRARY	LIB - ITEM TAGS FOR LIBRARY ITEMS	$143.00
			POLICE	BPO PD ENGRAVED NAME PLATES	$15.00
ODP BUSINESS SOLUTIONS LLC	117718	12/27/2024	EXECUTIVE	EXEC BPO: OFFICE SUPPLIES FOR CLERK	$26.19

Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
ODP BUSINESS SOLUTIONS LLC	117718	12/27/2024	FINANCE	BPO - ODP OFFICE SUPPLIES	$84.19
			FIRE	FIRE - OFFICE DEPOT - PAPER	$396.80
			LIBRARY	BPO - LIB - OFFICE SUPPLIES	$50.83
			PARKSFAC	COPY PAPER, LINED YELLOW LEGAL TABLETS	$44.06
			TRNSPN	BPO - PW OFFICE - OPERATING/OFFICE SUPPLIES	$193.71
				BPO - ST/TR - OFFICE SUPPLIES	$29.29
OMEGA RAIL MANAGEMENT INC	117719	12/27/2024	WATER	PW-WTR-RAILROAD LEASES	$1,134.36
ORCHARDS SHOE SHOP	117720	12/27/2024	WATER	PW-WD-SAFETY BOOTS; K WASSMUTH	$175.00
				PW-WD-SAFETY BOOTS; S HASENOEHRL	$175.00
				PW-WTP-SAFETY BOOTS; K HEAVYRUNNER	$229.95
O'REILLY AUTO PARTS	117717	12/27/2024	FLTMAINT	BPO/ FLEET REPAIR PARTS	$49.60
			FLTMAINT	BPO/ FLEET REPAIR PARTS	$124.15
OVERDRIVE INC	117721	12/27/2024	LIBRARY	BPO - LIB - ADULT OVERDRIVE	$3,427.07
OXARC	117722	12/27/2024	FIRE	BPO FIRE - OXARC - CYLINDER RENTAL	$19.80
			FLTMAINT	BPO/ FLEET REPAIR PARTS & SUPPLIES	$21.51
			WATER	PW-WD- BPO SAFETY SUPPLIES	$17.36
				PW-WD-BPO FABRICATION AND WELDING TOOLS	$24.60
			WSTWTR	PW-WWCOLL-BPO PERSONNEL SAFETY SUPPLIES	$320.01
PAPE MACHINERY INC	117723	12/27/2024	FLTMAINT	BPO/ FLEET REPAIR PARTS	$30.05
PERSI	1875	12/26/2024	ADMSVC	Payroll Run 1 - Warrant 122624	$240,821.13
PROVE IT POLYGRAPH	117724	12/27/2024	POLICE	PD- PRE EMPLOYMENT POLYGRAPH FOR N. CORDER	$200.00
RELIANCE STANDARD LIFE INSURANCE COMPANY	117657	12/26/2024	ADMSVC	Payroll Run 1 - Warrant 122624	$47.29
RICOH USA INC	117643	12/19/2024	PARKSFAC	BPO - PARKS - COPIER CONTRACT	$335.46
			TRANSITOP	TRANSIT BPO COPIER (RICOH IM C3500) RENTAL	$269.52
			WATER	PW-WTP-BPO RICOH IM C4500 LEASE PAYMENT	$161.95
			WSTWTR	PW-WWCOLL-RICOH IM C4500 LEASE PAYMENT	$158.18
	117725	12/27/2024	EXECUTIVE	EXEC BPO: FY 25 CITY HALL COPIER RENT FOR IMC6000	$226.83
			WATER	PW-WTP-BPO RICOH IM C4500 LEASE PAYMENT	$161.95

Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
RICOH USA INC	117726	12/27/2024	FIRE	BPO FIRE - RICOH - HQ COPIER	$60.65
			LIBRARY	BPO - LIB - COPY FEES	$40.27
			PARKSFAC	BPO - PARKS - COLORED COPIES	$299.25
			TRANSITOP	TRANSIT BPO COPIER (RICOH IM C3500) COPIES	$26.33
ROGERS MOTORS LLC DBA ROGERS CHRYSLER JEEP DODGE RAM LLC	117727	12/27/2024	FLTMAINT	FLEET - REPAIR PARTS & REPAIRS	$340.32
			FLTMAINT	FLEET - REPAIR PARTS & REPAIRS	$159.04
RUSH TRUCK CENTERS OF IDAHO	117728	12/27/2024	FLTMAINT	BPO - FLEET - REPAIR PARTS & REPAIRS	$496.74
SANITARY DISPOSAL INC DBA SUNSHINE DISPOSAL & RECYCLING	117735	12/27/2024	SANITATION	BPO - PW - FY25 ANNUAL CURBSIDE COLLECTION	$16,991.02
				BPO - PW - FY25 EXTRA YW & RECY CURBSIDE CARTS	$1,723.75
SCADACORE INC	117729	12/27/2024	WSTWTR	BPO-PW-WWA-SCADACORE MONTHLY SUBSCRIPTION	$1,350.00
SODEXO INC & AFFILIATES	117730	12/27/2024	HR	CATERING SERVICES FOR ANNUAL EMPLOYEE HOLIDAY PART	$5,030.00
SPARKLIGHT	117731	12/27/2024	STMWTR	BPO - PW DEPT - SURVEY STATION COST SHARE	$30.39
			TRNSPN	BPO - PW DEPT - SURVEY STATION COST SHARE	$30.39
			WATER	BPO - PW DEPT - SURVEY STATION COST SHARE	$30.38
			WSTWTR	BPO - PW DEPT - SURVEY STATION COST SHARE	$30.39
STANTEC CONSULTING SERVICES INC	117733	12/27/2024	ECONOMIC DEVELOPMENT	MJ007 UTILITY CONCEPT EVAL FOR DEV INFILL	$13,609.75
STERLING BATTERY COMPANY	117734	12/27/2024	FLTMAINT	BPO - FLEET VEHICLE BATTERIES	$862.87
STEVE CARLTON CONSTRUCTION INC	117668	12/27/2024	PARKSFAC	5 LOADS OF GRAVEL TO SUNSET PARK FOR BALLFIELD	$900.00
SUMMIT SAFETY LLC DBA HIVIS SUPPLY	117692	12/27/2024	TRNSPN	PW - ST - PPE: PAT WILSON	$144.52
SWANK MOTION PICTURES INC	117737	12/27/2024	RECREATION	SWANK MOVIE FOR DINNER WITH THE GRINCH	$500.00
TAYLOR THORNTON	117656	12/26/2024	POLICE	THRONTON: FIRE ARM REIMBURSMENT NEW OFFICER	$500.00
THE HOME DEPOT PRO	117736	12/27/2024	PARKSFAC	CUSTODIAL SUPPLIES	$210.30
				HD SUPPLY - TRASH LINERS	$280.74
				SUPPLYWORKS - SOAP AND PAPERTOWELS	$574.35
THOMAS K THOMPSON DBA SPORT TRUCK CENTER	117732	12/27/2024	WATER	PW-WD-ADDITIONAL OUTFITTING OF TRUCK 370	$925.00
T-MOBILE	117605	12/16/2024	PARKSFAC	BPO REC ADMIN CELL PHONE CHARGES	$144.18
	117606	12/16/2024	PARKSFAC	BPO PARKS CELL PHONE CHARGES	$296.72

Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
T-MOBILE	117607	12/16/2024	PARKSFAC	BPO FACILITIES CELL PHONE CHARGES	$104.04
	117608	12/16/2024	EXECUTIVE	BPO-PIO-MONTHLY PHONE BILL	$44.07
	117609	12/16/2024	LEGISLATIV	BPO COUNCIL: MONTHLY TMOBILE CHARGES	$89.39
	117610	12/16/2024	EXECUTIVE	EXEC BPO: TMOBILE CHARGES FOR CLERK CITY PHONE	$34.68
	117611	12/16/2024	TRNSPN	BPO - ENG - MOBILE/TABLET MONTHLY CHARGES	$69.36
	117612	12/16/2024	POLICE	BPO PD DEPARTMENT CELL PHONE CHARGES	$180.92
	117613	12/16/2024	WATER	PW-WD-IPAD UPGRADE FOR GARZA & HASENOEHRL	$999.98
	117614	12/16/2024	COMDEV	BPO-CD-PHONE SERVICE FOR CELL PHONES & TABLETS	$232.49
	117615	12/16/2024	TRNSPN	BPO - ST - MOBILE MONTHLY BILL: J MILLER	$34.68
	117616	12/16/2024	STMWTR	BPO - STMW - TABLET MONTHLY CHARGES	$3.50
	117617	12/16/2024	TRNSPN	BPO - ENG - MOBILE/TABLET MONTHLY CHARGES	$44.07
	117618	12/16/2024	TRNSPN	BPO - ENG - MOBILE/TABLET MONTHLY CHARGES	$26.63
	117619	12/16/2024	TRNSPN	PW-GIS-IPAD UPGRADE	$499.99
	117620	12/16/2024	STMWTR	BPO - STMW - TABLET MONTHLY CHARGES	$34.22
	117621	12/16/2024	TRANSITOP	BPO TRANSIT IPAD DATA PLAN	$16.40
	117622	12/16/2024	HR	BPO - DATA SERVICE FOR HR DEPARTMENT	$16.40
	117623	12/16/2024	SANITATION	BPO - TS - MOBILE MONTHLY BILL: R BROWN	$34.68
	117624	12/16/2024	LIBRARY	BPO - LIB - MONTHLY CELL AND DATA CHARGES	$234.69
	117625	12/16/2024	WSTWTR	PW-WW-BPO MOBILE/TABLET MONTHLY CHARGES	$172.02
	117626	12/16/2024	WATER	PW-WTR-BPO MOBILE/TABLET MONTHLY CHARGES	$539.15
	117627	12/16/2024	INFOSYSTMS	BPO - T-MOBILE LINES MONTHLY BILL	$381.14
T-N-T HOOD CLEANING	117738	12/27/2024	PARKSFAC	ANNUAL COMMUNITY CENTER KITCHEN HOOD CLEANING	$355.00
TRIBUNE PUBLISHING CO	117739	12/27/2024	COMDEV	BPO-CD-PZC- PUBLISHED NOTICES FOR PUBLIC HEARINGS	$64.60
			EXECUTIVE	EXEC BPO: PUBLICATIONS AND ORDINANCE SUMMARIES	$412.84
URM STORES INC	117740	12/27/2024	RECREATION	BPO - SENIOR NUTRITION - DAILY FOOD PURCHASES	$147.51
US FOODS - SPOKANE	117741	12/27/2024	RECREATION	BPO FOOD SUPPLY FOR SENIOR MEAL PROGRAM	$2,378.84

Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
USABLUEBOOK	117742	12/27/2024	WSTWTR	PW-WWTP-BPO LAB SUPPLIES AND RELATED ITEMS	$206.67
VALLEY WASTE DISPOSAL LLC	117743	12/27/2024	SANITATION	BPO - PW - FY25 NON-MUNICIPAL SW DISPOSAL	$1,627.58
VALNET CONSORTIUM	117744	12/27/2024	LIBRARY	BPO - LIB - LIBRARY CARDS	$405.00
WASHINGTON STATE SUPPORT REGISTRY	117658	12/26/2024	ADMSVC	Payroll Run 1 - Warrant 122624	$535.16
WEX BANK	117745	12/27/2024	POLICE	BPO PD FUEL FOR UNMARKED DEPARTMENT VEHICLES	$75.00
ZIEGLER BUILDING CENTER	117746	12/27/2024	PARKSFAC	ZIGGY'S - PIONEER PARK PROJECT ADA STALLS SUPPLIES	$332.92
			WATER	PW-WD-BPO OPERATING/CONSTRUCTION SUPPLIES	$35.88
Total					$1,395,728.23

CITY COUNCIL MEETING
AGENDA ITEM SUMMARY

ITEM TITLE ALCOHOL LICENSES	**AGENDA NO.** IX. A. **AGENDA DATE:** January 13, 2025

ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.)

All Alcohol Beverage Licenses expire annually on January 31st. The license holders start the renewal process in December by renewing with the State of Idaho, secondly with Nez Perce County and then lastly with the City. Those license holders that have a liquor endorsement attached to their alcohol beverage license must also receive special consideration on the renewal of their alcohol beverage license with City Council. All alcohol beverage licenses are also reviewed by LPD, Fire and the City Clerk to confirm they have no concerns for their renewal before a license is issued. Once all city groups approve the renewals, the license holder is than issued a new license. The annual fee for an alcohol beverage license with a liquor endorsement is $762.50 (city fee). The $762.50 fee also gives the license holders the ability to sell wine by the drink, wine by the bottle, and retail beer on/off premises.

BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources)

Approval of all licenses listed would result in $19,062.50 of revenue.

ACTION PROPOSED

Approval of the all listed Alcohol Beverage Licenses.

CITY COUNCIL MEETING
AGENDA ITEM SUMMARY

ITEM TITLE	**AGENDA NO.** IX. B.
SOURCEWELL CONTRACT #101221-VTR - VACTOR JET/VAC TRUCK PURCHASE	**AGENDA DATE:** January 13, 2025

ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.)

On February 25, 2013, Council approved Resolution 2013-5 for the City's membership agreement with the National Joint Powers Alliance (NJPA), a purchasing cooperative created by the State of Minnesota. NJPA changed its name to Sourcewell in June 2018. Original membership was pursued per I.C. 67-2328 (Joint Exercise of Power) because NJPA did not meet the requirements of the existing I.C. 67-2807 (Joint Purchasing Agreements -Not-For-Profit Associations). I.C. 67-2807 was repealed and replaced in July 2019 to allow cooperatives such as Sourcewell.

Wastewater would like to purchase one (1) Vactor jet/vac combination truck from the regional dealer for Vactor equipment, Owen Equipment Company, by utilizing the Sourcewell Vactor contract #101221-VTR. Total cost of the Vactor truck is $622,172. This purchase will replace jet/vac truck #356, a 2015 Camel jet/vac with (currently) approximately 4,353 hours and 25,281 miles. Please see the attached memo from Nate Smith, Utility Systems Manager, for additional information.

BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources)

$635,000 is included in Wastewater's FY25 budget for this purchase. The cost of the Vactor truck will need to be re-budgeted in FY26 since the jet/vac truck will likely not be delivered until FY26.

ACTION PROPOSED

Staff recommends that the City Council accept the price proposal submitted by Owen Equipment Company, per the Sourcewell contract #101221-VTR, in the total amount of $622,172, and authorize staff to move forward with the purchase of the Vactor jet/vac combination sewer truck.

Memo

To: Mayor Daniel Johnson & City Council

From: Nate Smith, Wastewater Utility Systems Manager

Date: December 9, 2024

Subject: Council Agenda (Vactor) Purchase

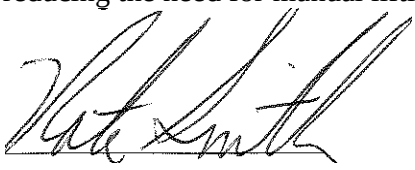
On the January 13th agenda, Wastewater is requesting approval for the purchase of a new Jet truck. This purchase was successfully budgeted for in our FY25 budget at $635,000.00, and the current quote for the truck is $622,172.00.

As part of our 2022 budget, we planned for the replacement of one of our two 2015 Hydro Excavator trucks (Jet trucks) as part of an 8-year replacement cycle, with the second truck scheduled for replacement in FY25. This staggered replacement plan is designed to reduce the financial impact on ratepayers.

These trucks are essential to our daily operations, ensuring compliance with **DEQ** regulations by preventing sewer backups, overflows, and enabling CCTV inspections. Without the ability to perform these tasks efficiently and safely, we risk violations and insurance claims. Additionally, Jet trucks serve as first responders during emergencies and are critical for tasks such as creating safe work environments during wastewater and water breaks.

Due to their heavy daily use and High-Power Take-Off (PTO) engagement, these trucks experience greater wear and shorter lifespans than typical equipment. Maintenance costs on one of our current trucks are nearing its trade-in value, highlighting the urgency of replacement.

We propose replacing the current Camel truck with a Vactor truck, which will match the newest Jet truck purchased in 2022. This uniformity will reduce the need for additional spare parts and streamline maintenance for the fleet. The Vactor also features a proprietary boom system, reducing the need for manual lifting of heavy tubes and potentially decreasing crew injuries.



Nate Smith

Wastewater utility Manager

VACTOR

Owen Equipment

Presents a

Proposal Summary

2100i

Truck Mounted Single Engine
Combination Sewer Cleaner

For
City of Lewiston

VACTOR

VACTOR

BASIC

MODEL

Vacuum System	Roots 824-18 Blower	**Debris Body Capacity (cu.yd.)**	12.0
Model Type	Combo	**Water Capacity**	1500
Water Flow	80.0	**Water Pressure**	2500
Chassis Source	Owen Equipment	**Water Tank Material**	Aluminum
Controls		**Blower High Temp Shutdown**	Yes

CHASSIS

PSKT450A-2026-E	Customer Supplied Chassis - Tandem Axle -2026 Kenworth T880 6x4 -450 HP - Auto -66 -000 GVWR - EPA24

STANDARD FEATURES

010iSTD	Operator Station Curbside Toolbox	$0.00
011iSTD	Aluminum Fenders	$0.00
012iSTD	Mud Flaps	$0.00
016iSTD	Color Coded Sealed Electrical System	$0.00
019iASTD	Intuitouch Electronic Package	$0.00
020iSTD	Double Acting Hoist Cylinder	$0.00
025iASTD	Handgun Assembly	$0.00
026iSTD	Ex-Ten Steel Cylindrical Debris Tank	$0.00
030iSTD	Flexible Hose Guide	$0.00
032iSTD	(3) Nozzles with Carbide Inserts w/Rack	$0.00
045iSTD	Suction Tube Storage	$0.00
046iSTD	1" Nozzle Pipe	$0.00
6027iA	25' Leader Hose (ILO of 10’ Leader Hose)	$361.00
1001iSTD	Flat Rear Door w/Hydraulic Locks	$0.00
1005iSTD	Dual Stainless-Steel Float Shut Off System	$0.00
1011iSTD	Microstrainer Prior to Blower	$0.00
1023iSTD	Lube Manifold, with Lube Chart	$0.00
1024iSTD	Debris Body Vacuum Relief System	$0.00
1031iSTD	Debris Deflector Plate	$0.00
1033iSTD	60" Dump Height	$0.00

1041iSTD	Debris Body-Up Message and Alarm	$0.00
2001iSTD	Low Water Indicator On Screen w/Alarm and Water Pump Flow Indicator	$0.00
2011iSTD	3" Y -Strainer at Passenger Side Fill with 25' Fill Hose	$0.00
2022iSTD	Additional Water Tank Sight Gauge	$0.00
2023iSTD	Liquid Float Level Indicator	$0.00
3019iSTD	Digital Water Pressure Gauge	$0.00
4006iSTD	Front Joystick Boom Control	$0.00
4010iSTD	Boom Hose Storage	$0.00
4017iSTD	Boom Out of Position Message and Alarm	$0.00
5010iSTD	Rodder System Accumulator - Jack Hammer on/off Control w/ manual valve	$0.00
5011iSTD	3"Y -Strainer @ Water Pump	$0.00
5015iSTD	Midship Handgun Coupling	$0.00
5022iSTD	Side Mounted Water Pump	$0.00
6005iDSTD	Digital Hose Footage Counter	$0.00
6007iSTD	Hose Reel Manual Hyd Extend/Retract	$0.00
6009iSTD	Hose Reel Chain Cover	$0.00
6017iSTD	Hydraulic Tank Shutoff Valves	$0.00
6019iSTD	Rodder Pump Drain Valves	$0.00
7001iSTD	Tachometer/Chassis Engine w/Hourmeter	$0.00
7003iSTD	Water Pump Hour Meter	$0.00
7004iSTD	PTO Hour Meter	$0.00
7005iSTD	Hydraulic Oil Temp Alarm	$0.00
7007iSTD	Tachometer & Hourmeter/Blower	$0.00
8000iSTD	Circuit Breakers	$0.00
8025iSTD	LED Lights- Clearance- Back-up- Stop- Tail & Turn	$0.00
9002iSTD	Tow Hooks- Front and Rear	$0.00
9003iSTD	Electronic Back-Up Alarm	$0.00
i110STD	Module Paint- DuPont Imron Elite - Wet on Wet	$0.00
S390ASTD	8" Vacuum Pipe Package	$0.00
S560STD	Emergency Flare Kit	$0.00

S590STD	Fire Extinguisher 5 Lbs.	$0.00

BOOM

4008i	Grate Lifting Hook- Installed on Boom	$404.00
4011iB	Bellypack Wireless Controls with hose reel controls- 2-way communications- and LCD Display	$4,084.00
4013i	Rotatable Boom Inlet Hose	$744.00
4014i	180 deg. 5 x 5 Extendable/Telescoping Boom	$22,666.00

DEBRIS BODY

1016iSTD	"Subframe Mounted -2 Pipe Rack -8"	$0.00
1003i	Debris Body Flushout	$1,984.00
1009iE	Externally Mounted Trash Pump w/ Basket Intake Screen	$14,986.00
1013i	Additional Water- Water and Debris Tanks Joined	$3,065.00
1014i	Centrifugal Separators (Cyclones)	$6,931.00
1015i	Folding Pipe Rack - Curbside -8" Pipe	$1,377.00
1015iA	Folding Pipe Rack - Streetside -8" Pipe	$1,377.00
1015iB	Folding Pipe Rack - Rear Door -8" Pipe	$1,377.00
1022i	Rear Door Splash Shield	$2,020.00
3021i	Digital Debris Body Level Indicator Tied to Vacuum Relief	$1,185.00
4020i	Anti Splash Valve- Body Inlet	$494.00

VACUUM OPTIONS

3017i	Blower High Temp Safety Shutdown	$684.00
6019iA	Final Filter and Silencer Ball Valve Drains	$579.00

REAR DOOR

1008i	6" Rear Door Knife Valve w/Camloc - 3:00 position	$1,587.00

1008iB	6" Rear Door Drain Port -6:00 position	$596.00
1009iD	Full Rear Door Swinging Screen	$1,012.00

HOSE REEL

6004iC	900' x 1" Piranha Sewer Hose 2500 PSI in lieu of STD (Orange)	$1,848.00
6004iD	Rodder Hose Pinch Roller	$1,827.00
6006i	Rodder Hose Guard - Lexan	$1,478.00
6014iA	2 High Pressure Hose Reels (1 mounted curb side midship, 1 mounted front bumper curbside)	$3,688.00
6020iC	"Hydraulic Extending 15" - Rotating Hose Reel - 1" x 1000' Capacity	$3,040.00
6025iE	Hose Wind Guide (Dual Roller)- Auto- Power Indexing	$6,184.00
8030i	Hose Reel Wrapped for Delivery	$0.00

WATER TANKS

2018i	Additional Water- 1500-Gal Total	$5,273.00
3020i	Digital Water Level Indicator	$883.00
6026i	Washington State DOT Legal Front Hose Reel	$0.00

MISCELLANEOUS

8024i	Amber Lights for Flashing Light Package	$0.00
9023i	Safety Cone Storage Rack - Drop in Style (Mounted driver side front bumper)	$212.00
CM-PSKT450A-2026-01	Chassis Modifications - 2026 Kenworth PSKT450A	$350.00

LIGHTING

8001iM	Rear Directional Control- LED Arrowstick	$2,310.00
8020iL	14 Light Package- 14 Federal Signal Strobe Lights- LED	$4,226.00
8027i	LED Mid-Ship Turn Signals	$701.00
8028iA	Worklights (2), Self-Leveling Boom LED	$1,036.00

8029i	Worklights (2)- LED- Rear Door	$841.00
8029iA	Worklight- LED- Operators Station	$770.00
8029iB	Worklight- LED- Hose Reel Manhole	$770.00
8029iC	Worklight- LED- Passenger Side	$765.00
8029iD	Worklight- LED- Driver Side	$765.00
9021iA	Camera System- Front and Rear	$977.00

PAINT

Cab Paint Color	White	$0.00
Module Paint Color	White	$0.00
V-LOGO-APPL.	Vactor Logos - Applied	$0.00
i124NB	Vactor 2100i Body Decal- Navy Blue	$0.00

TOOLBOX

9070iA	Toolbox- Front Bumper Mounted- 16 x 12 x 18 w/ (2) LED Side Markers	$2,561.00
9071iE	Toolbox- Behind Cab - 16w 30h x 96d	$4,085.00

WATER ACCESSORIES

5008iB	Cold Weather Recirculator- PTO Driven- 25 GPM	$2,254.00
5021iC	Hydro Excavation Kit - Includes Lances w/ Shield- Nozzles- Storage Tray- and Vacuum Tube	$3,415.00

WATER RECYCLER

1053i	Stainless Steel Water Barrel for Jet Rodder Pump	$3,937.00

VACTOR

WATER SYSTEM

5003iA	80 GPM/2500 PSI Jet Rodder pump	$0.00
2021i	Additional Water Tank Fill (Driver side)	$895.00

SPARE PARTS

(1) 8" Flange to (2) 4" Round non-Flanged Reducer	33838-30	$400.00

VACTOR

Chassis Notes: - 2026 Kenworth T880, 450hp, 4000 Allison 6 speed, see chassis specs.

Configured Price:	$438,321.00
Sourcewell Contract #101221-VTR Discount:	**-$13,149.00**
Vactor Price:	$425,172.00
Chassis:	$197,000.00
Final Total:	**$622,172.00**

Please remember Price indicated does not include unapproved Special Requests
Price valid for 30 Days from date of 11-22-2024

Product Model: 2100i
Proposal Date: 12-31-2024
Quote Number: 2024-78316
Price List Date: 12-31-2024
QTY: 1 **Customer Initials:** ___ _____

PROPOSAL NOTES:

1. Multiple unit orders will be identical to signed proposal. Changes or deviations to any unit of a multiple unit order will require a new signed proposal.
2. Chassis specifications and data codes for customer supplied chassis must be submitted to and approved by Vactor prior to submittal of customer purchase order
3. All prices quoted are in US Dollars unless otherwise noted.
4. This proposal incorporates, and is subject to, Vactor's standard terms and conditions attached hereto and made a part hereof.

Signed By: **Date:**

_ _____ _____

VACTOR

LIMITED WARRANTY

Limited Warranty. Each machine manufactured by VACTOR MANUFACTURING (or, "the Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating, maintenance and safety instructions. In addition, certain machines and components of certain machines have extended warranties as set forth below. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

STANDARD EXTENDED WARRANTIES (Total Warranty Duration)

2100 Series, iMPACT and Ramjet	10 years against metal water tank leakage due to corrosion. Nonmetallic water tanks are covered for 5 years against any factory defect in material or workmanship.
2100 Series, iMPACT and Guzzler only	5 years against leakage of debris tank, centrifugal compressor or fan housing due to rust-through.
2100 Series, iMPACT and Ramjet	2 years - Vactor Rodder Pump
ALL Models starting with 21-09X-XXXXX and beyond	2 year- Electrical & Electronics (excludes Chassis components)

Exclusive Remedy. Should any warranted product fail during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Company's authorized dealer's or distributor's location or at other locations approved by the Company. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

This Limited Warranty shall not apply to (and the Company shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks and truck chassis, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, oils, fluids, vacuum hose, light bulbs, fuses and gaskets.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended, nor intended, or not in accordance with operating, maintenance or safety instructions provided by the Company.
5. Repairs, modifications or alterations without the express written consent of the Company, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

NOTE The use in the product of any part other than parts approved by the Company may invalidate this warranty. The Company reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make the Company liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND TO THE EXTENT PERMITTED, CONFERRED BY STATUTE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR A WARRANTY AGAINST FAILURE OF ITS ESSENTIAL PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of the Company. For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. The Company makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of the Company in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

The Company reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

GUZZLER

VACTOR MANUFACTURING
1621 S. Illinois Street
Streator, IL 61364

VACTOR

9-1-2021

Domestic Sales Terms and Conditions

ORDERS: All orders are subject to acceptance by Vactor Manufacturing, Inc. or Guzzler Manufacturing, Inc. (hereafter referred to as Vactor). Orders for products not normally carried in stock or requiring special engineering or manufacturing is in every case subject to approval by Vactor's Management.

PRICES: All orders are subject to current prices in effect at the time of order acknowledgement. F.O.B. Point: Unless otherwise stated, all prices listed are F.O.B. factory. Vactor reserves the right to increase the order price set forth in this Proposal Summary at any time before delivery to Buyer to reflect any increase in Vactor's costs to manufacture or deliver the ordered product due to any factor beyond the reasonable control of Vactor. Vactor shall provide Buyer with prompt electronic notice of any such price increase. Buyer shall have five days from receipt of such notice to cancel its order, absent which Buyer shall be deemed to have consented to the price increase.

PAYMENT TERMS: The company's payment terms are due upon receipt, unless otherwise stated. However, until such time as Vactor receives full payment, Vactor shall maintain a purchase money security interest in the product.

CANCELLATION: Orders cannot be cancelled except upon terms that will compensate Vactor for any loss or damage sustained. Such loss will be a minimum of 10% of the purchase price.

SHIPMENT: All proposals are based on continuous and uninterrupted delivery of the order upon completion, unless specifications distinctly state otherwise. In the event that agreement is reached for Vactor to store completed items, they will be immediately invoiced to the customer and become due and payable. Storage shall be at the risk of the customer and Vactor shall be liable only for ordinary care of the property.

STORAGE CHARGES: Vactor shall charge the customer at current rates for handling and storing customer's property (e.g. truck chassis) held for more than thirty (30) days after notification of availability for shipment. All customer's property, or third party's property, that is stored by Vactor is at the customer's or other party's risk. Vactor is not liable for any loss or damage thereto caused by fire, water, corrosion, theft, negligence, or any caused beyond its reasonable control.

PERFORMANCE: Vactor shall not be liable for failure to complete the contract in accordance with its terms if failure is due to wars, strikes, fires, floods, accidents, delays in transportation or other causes beyond its reasonable control.

EXPERIMENTAL WORK: Work performed at customer's request such as sketches, drawings, design, testing, fabrication and materials shall be charged at current rates.

SKETCHES, ENGINEERING DRAWINGS, MODELS and all preparatory work created or furnished by Vactor, shall remain its exclusive property; and no use of same shall be made nor may ideas obtained therefrom be used except with the consent of and on terms acceptable to Vactor.

TAXES: Buyer's final cost shall include all applicable sales and use taxes, including all sales and use taxes attributable to any changes made to Buyer's initial order placed hereunder or to any changes to applicable sales and use tax laws. However, Vactor Manufacturing, Inc. shall be responsible for Federal Excise Tax (F.E.T.) unless it is separately stated on the invoice and added to the selling price. If F.E.T. is not separately stated on the invoice it has not been included in the price and Vactor will pay any F.E.T. due itself and bear the cost of the tax. Any refunds or adjustments to the F.E.T. in such cases belong to Vactor.

PRODUCT IMPROVEMENTS: Vactor reserves the right to change manufacturing specifications and procedure in accordance with its product improvement policy.

MOUNTING PRICES: Mounting prices assume normally factory installation on a truck chassis suitable for the unit purchased. Relocation of batteries, fuel tanks, mufflers, air tanks, etc. will be an additional charge, billed at the standard factory labor rate.

WARRANTY: Vactor warrants its products to be free from defects in material and workmanship for a period of 12 months, subject to the limitations and conditions set forth in its current published warranty. Other than those expressly stated herein. THERE ARE NOT OTHER WARRANTIES OF ANY KIND EXPRESS OR IMPLIED, AND SPECIFICALLY EXCLUDED BUT NOT BY WAY OF LIMITATION, ARE THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MECHANTABILITY.

IT IS UNDERSTOOD AND AGREED THE VACTOR'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY IN NEGLIGENCE OROTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY THE PURCHASER AND UNDER NO CIRCUMSTANCES SHALL VACTOR BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE PRICES STATED FOR THE EQUIPMENT IS A CONSIDERATION IN LIMITING VACTOR'S LIABILITY. NO ACTION REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTION OF THE AGREEMENT MAY BE BROUGHT BY PURCHASER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS OCCURRED.

VACTOR'S MAXIMUM LIABILITY SHALL NOT EXCEED AND BUYER'S REMEDY IS LIMITED TO EITHER (I) REPAIR OR REPLACEMENT OF THE DEFECTIVE PART OF PRODUCT, OR AT VACTOR'S OPTION (II) RETURN OF THE PRODUCT AND REFUND OF THE PURCHASE PRICE AND SUCH REMEDY SHALL BE BUYER'S ENTIRE ANDEXCLUSIVE REMEDY.

CHOICE OF LAW: These Terms and Conditions shall be construed according to the laws of the State of Illinois. Failure at any time by Vactor to exercise any of its rights under this agreement shall not constitute a waiver-thereof nor prejudice Vactor's right to enforce it thereafter.

COMPLETE AGREEMENT: These terms and conditions, contain the complete and final agreement between the parties hereto and no other agreement in any way modifying any of these terms and conditions will be binding on Vactor unless in writing and agreed to by an authorized representative of Vactor. All proposed terms included in Buyer's purchase order or other standard contracting documents are expressly rejected.

I agree with the above terms and conditions:

_____

Date: _ _____

CITY COUNCIL MEETING
AGENDA ITEM SUMMARY

ITEM TITLE	**AGENDA NO.** IX. C.
ITD LOCAL PROFESSIONAL SERVICES AGREEMENT RELATED TO STATE/LOCAL AGREEMENT FOR FEDERAL AID HIGHWAY PROJECT NO. A024(379) - BURRELL AVE SIDEWALK INFILL PROJECT (TR070)	**AGENDA DATE:** January 13, 2025

ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.)

On July 8, 2025, the City Council approved, and the Mayor executed Resolution 2024-31, a State/Local Agreement (Design and Construction) with the Idaho Transportation Department (ITD), Project No. A024(379) Burrell Ave Sidewalk Infill, Thain Rd to 14th St. Key No. 24379. This project aims to construct concrete sidewalk, curb and gutter, and pedestrian ramps on the south side of this Burrell Avenue corridor.

The ITD, representing the Federal Highway Administration on all local federal-aid highway projects, authorized Local Highway Technical Assistant Council (LHTAC) to administer the project. LHTAC prepared a Request for Information (RFI) in September 2024 for Project Development with the eligibility to provide Construction Engineering and Inspection (CE&I) services during construction. Three firms were invited to submit responses to the RFI. HMH, LLC was selected and following scope of work and man-hours negotiations, a Local Professional Services Agreement (PSA) was prepared by ITD. The PSA for project development is for a not-to-exceed amount of $102,221.

BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources)

The City received federal-aid for this project through the Carbon Reduction Program. Total project funding is $614,000; Federal contribution is at the rate of 92.66% ($568,932); with the remaining 7.34% ($45,068) a required local match coming from the Capital Transportation reserves (02-100-000-53460). The Capital Transportation-Engineering account (02-100-104-91110) has been added to the budget amendment list for FY25.

ACTION PROPOSED

Staff recommends that City Council approve the Professional Services Agreement Number 97100 for TR070 Burrell Ave Sidewalk Infill, Thain Rd to 14th St, Proj No A024(379) Key No 24379

between ITD, City and HMH, LLC.

Idaho Transportation Department

Local Professional Services Agreement

Agreement #: 97100

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the CITY OF LEWISTON, whose address is PO Box 617 Lewiston, ID 83501, hereinafter called the "Sponsor," and HMH, LLC, whose address is 3882 N. Schreiber Way, Ste 104, , Coeur d'Alene, ID, 83815, hereinafter called the "Consultant."

RATIFICATION

The Idaho Transportation Department, representing the Federal Highway Administration on all local federal-aid highway projects, is authorized to ratify all agreements for engineering services entered into between sponsoring local agencies and their retained consultants. All references to State used hereafter shall denote the Idaho Transportation Department.

NOW, THEREFORE, the parties hereby agree as follows:

The work covered by this Agreement is for the following project(s):

Project Name	Project #	Key #
LOCAL, BURRELL AVE SIDEWALK INFILL, THAIN RD TO 14TH ST	A024(379)	24379

SUBCONSULTANTS

The State approves the Consultant's utilization of the following Subconsultants:

N/A

AGREEMENT ADMINISTRATOR

This Agreement shall be administered by Sam Larrondo, LHTAC Resident Engineer; (208) 344-0565; or an authorized representative.

DUTIES AND RESPONSIBILITIES OF CONSULTANT

A. DESCRIPTION OF WORK

The Consultant shall provide professional services as outlined in the attachment(s) and as further described herein.

1. The following attachments are made a part of this Agreement:
   a. **Attachment No. 1L** is the Consultant Agreement Specifications which are applicable to all agreements.
   b. **Attachment No. 2** is the negotiated Scope of Work, Cost Estimate, and Man-Day Estimate.

   In the case of discrepancy, this Agreement shall have precedence over Attachment No. 2, and Attachment No. 2 shall have precedence over Attachment No. 1.
2. Per Diem will be reimbursed at the current approved rates. These rates are listed at http://itd.idaho.gov/business/?target=consultant-agreements .

DUTIES AND RESPONSIBILITIES OF SPONSOR AND/OR STATE

The Sponsor and/or State shall provide to the Consultant, upon request, copies of any records or data on hand which are pertinent to the work under the Agreement.

TIME AND NOTICE TO PROCEED

A. The Consultant shall start work under this Agreement no later than ten (10) calendar days from the receipt of the written notice to proceed with the work. The Consultant shall complete all work by **12/31/2025**.

B. The Consultant shall remain available to perform additional work for an additional sixty (60) days or until the Agreement is closed out, whichever comes first.

BASIS OF PAYMENT

A. Payment Basis: Cost Plus Fixed Fee

B. Compensation Amount

1. Not-To-Exceed Amount: **$102,221.00**
2. Additional Services Amount: **$0.00**
3. Total Agreement Amount: **$102,221.00**

C. Fixed Fee Amount: **$11,228.00** (This is included in the Total Agreement Amount.)

D. Approved Overhead Rates for Prime Consultant and Subconsultants

HMH, LLC 132.92%

E. Reasonable increases in labor rates during the life of this Agreement will be accepted. Payroll additive rate, general administrative overhead rate, and unit prices are subject to adjustment during the life of this Agreement based on audit and negotiations. If the State approves an adjustment to the overhead rate or unit prices, the Consultant must then submit a written request to the Agreement Administrator requesting use of the approved rate(s) on this agreement. If the new rate(s) are accepted by the Agreement Administrator, they shall apply from the date the written request was made to the Agreement Administrator. An adjustment shall not change the Non-To-Exceed amount of the Agreement. For projects of duration greater than two years, the Not-To-Exceed amount may be negotiated. In no case will rates be adjusted more than once per agreement year.

F. Professional Services Authorization and Invoice Summary (Authorization) No. 1 is issued in the amount of **$102,221.00** to perform the work of this Agreement.

An additional services amount may be included in this Agreement. If so, the Sponsor will determine if additional services is required beyond the services outlined in Attachment No. 2. When additional services are required, the additional services amount of the Agreement will be utilized, and a subsequent Authorization will be issued.

IN WITNESS WHEREOF, the Parties hereto have set their hands on the day and year in this Agreement first written above.

HMH, LLC
Consultant

By: _____

Title: Department Manager

CITY OF LEWISTON
Local Sponsor

By: _____

Title: _____

IDAHO TRANSPORTATION DEPARTMENT

By: _____

Title: _____

IDAHO CODE CERTIFICATION FORM

Failure to comply with the terms of the referenced Idaho Code may result in breach of contract.

Anti-Boycott Clauses

Per the provisions of Idaho Code §§ 67-2346, Anti-Boycott Against Israel Act, and Idaho Code §§ 67-2347A, Prohibition on Contracts with Companies Boycotting Certain Sectors the undersigned certifies that it is not currently engaged in and will not for the duration of the contract engage in the following:

- boycott of goods or services from Israel or territories under its control; or
- boycott of any individual or company because the individual or company engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or
- boycott of any individual or company because the individual or company engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § 18-3302(2)(d),

Prohibition on Contracts with Companies Owned or Operated by the Government of China

Idaho Code, §§ 67-2359 states "a public entity in this state may not enter into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China". Company certifies that it is not owned or operated by the government of China.

By signing below, I certify that this company understands and will comply with the aforementioned requirements

Signature of Company's authorized representative:

Signature

HMH, LLC

Company Name

ATTACHMENT NO. 1L

CONSULTANT AGREEMENT SPECIFICATIONS

These specifications supplement Local Professional Services Agreements and shall be attached to said Agreements.

A. DEFINITIONS

1. **Administrator**: Person directly responsible for administering the Professional Services Agreement (Agreement) on behalf of the Local Public Agency.

2. **Combined Overhead**: The sum of the payroll additives and general administrative overhead expressed as a percent of the direct labor cost.

3. **Cost**: Cost is the sum of the hourly charge out rate and other direct costs.

4. **Cost Plus Fixed Fee**: Cost Plus Fixed Fee is the sum of the payroll costs, combined overhead, and other direct costs, plus the fixed fee.

5. **CPM**: Critical Path Scheduling. The CPM will list work tasks, their durations, milestones and their dates, and State/Local review periods.

6. **Fixed Fee**: A dollar amount established to cover the Consultant's profit and business expenses not allocable to overhead. The fixed fee is based on a negotiated percent of direct labor cost and combined overhead and shall take into account the size, complexity, duration, and degree of risk involved in the work. The fee is "fixed," i.e. it does not change. If extra work is authorized, an additional fixed fee can be negotiated, if appropriate.

7. **General Administrative Overhead (Indirect Expenses)**: The allowable overhead (indirect expenses) expressed as a percent of the direct labor cost.

8. **Hourly Charge Out Rate**: The negotiated hourly rate to be paid to the Consultant which includes all overhead for time worked directly on the project.

9. **Incentive/Disincentive Clause**: Allows for the increase or decrease of total Agreement amount paid based on factors established in the Agreement. Normally, these factors will be completion time and completion under budget.

10. **Lump Sum**: An agreed upon total amount, that will constitute full payment for all work described in the Agreement.

11. **Milestones**: Negotiated portions of projects to be completed within the negotiated time frame. Normally the time frame will be negotiated as a calendar date, but it could also be "working" or "calendar" days. As many milestones as the Consultant and the State/Sponsor believe necessary for the satisfactory completion of the Agreement will be negotiated.

12. **Not-To-Exceed Amount**: The Agreement amount is considered to be a Not-to-Exceed amount, which amount shall be the maximum amount payable and shall not be exceeded unless adjusted by a Supplemental Agreement.

13. **Other Direct Costs**: The out-of-pocket costs and expenses directly related to the project that are not a part of the normal company overhead expense.

14. **Payroll Additives:** All payroll additives allocable to payroll costs such as FICA, State Unemployment Compensation, Federal Unemployment Compensation, Group Insurance, Workmen's Compensation, Holiday, Vacation, and Sick Leave. The payroll additive is expressed as a percent of the direct labor cost.

15. **Payroll Costs (Direct Labor Cost)**: The actual salaries paid to personnel for the time worked directly on the project. Payroll costs are referred to as direct labor cost.

16. **Per Diem Rates:** Per Diem will be reimbursed at actual cost. However, reimbursements shall not exceed the current approved rates. The current rates are listed on the following Web site: http://itd.idaho.gov/business/?target=consultant-agreements .

17. **Standard of Care:** The level or quality of service ordinarily provided by normally competent practitioners of good standing in that field, contemporaneously providing similar services in the same locality and under the same circumstances.

18. **State**: Normally "State" refers to the Idaho Transportation Department.

19. **Sponsor**: The "Sponsor" refers to the local public agency.

20. **Unit Prices**: The allowable charge out rate for units or items directly related to the project that are not a part of the normal overhead expense.

NOTE: All cost accounting procedures, definitions of terms, payroll cost, payroll additives, general administrative overhead, direct cost, and fixed fee shall comply with Federal Acquisition Regulations, 48 CFR, Part 31, and be supported by audit accepted by the State.

B. STANDARDS OF PERFORMANCE

Except as otherwise specifically provided for in the Consultant's Scope of Work, the Consultant agrees that all work performed under the Agreement will be performed in accordance with Idaho Transportation Department Standards and other appropriate standards with generally acceptable standard of care. When the work is of a nature that requires checking, the checking shall be performed by a qualified person other than the one who performed the work.

C. AGREEMENT ADMINISTRATOR

The Agreement Administrator will administer the Agreement for performance and payment, and will decide all questions which may arise as to quality and acceptability of the work, rate of progress, definition of work to be performed, completion of milestones, and acceptable fulfillment of the Agreement. The Consultant shall address all correspondence, make all requests, and deliver all documents to the Administrator. The Administrator shall be responsible for the timely coordination of all reviews performed by the State or their representatives.

D. PERSONNEL

The Consultant shall provide adequate staff of experienced personnel or Subconsultants capable of and devoted to the successful accomplishment of work to be performed under the Agreement. The specific individuals or Subconsultants listed in this Agreement, including Project Manager, shall be subject to approval by the State and shall not be removed or replaced without the prior written approval of ITD. Replacement personnel submitted for approval must have qualifications, experience and expertise at least equal to those listed in the proposal.

E. SUBCONSULTANTS

The Consultant shall have sole responsibility for the management, direction, and control of each Subconsultant and shall be responsible and liable to the Sponsor for the satisfactory performance and quality of work performed by Subconsultants under the terms and conditions of this Agreement. The Consultant shall include all the applicable terms and conditions of this Agreement in each Subconsultant Agreement between the Consultant and Subconsultant, and provide the State with a copy of each Subconsultant Agreement prior to the Subconsultant beginning work. No other Subconsultant shall be used by the Consultant without prior written consent by the State.

F. PROFESSIONAL SERVICES AUTHORIZATION

1. A written PROFESSIONAL SERVICES AUTHORIZATION (PSA) will be issued by the State to authorize the Consultant to proceed with a specific portion of the work under this Agreement. The number of PSAs required to accomplish all the work under this Agreement is one to several. Each PSA will authorize a maximum dollar amount and specify the milestone(s) for which the PSA represents. The Sponsor assumes no obligation of any kind for expenses incurred by the Consultant prior to the issuance of the PSA; for any expenses incurred by the Consultant for services performed outside the work authorized by the PSA; and for any dollar amount greater than authorized by the PSA.

2. The Consultant's work of this Agreement will be divided into milestones, each governed by a separate PSA. It is not necessary for a PSA to be completed prior to the issuance of the next PSA. The Consultant shall not perform work which has not been authorized by a PSA. When the money authorized by a PSA is nearly exhausted, the Consultant shall inform the Administrator and shall identify the need for additional authorization via issuance of the next PSA. The Administrator must concur with the Consultant prior to the issuance of the next PSA.

3. The Agreement is lump sum, unit cost, or cost plus fixed fee amount as indicated in this Agreement and may include an Additional Services amount for possible extra work not contemplated in the original scope of work. For the Consultant to receive payment for any work under the Additional Services Amount of this Agreement, said work must be authorized and performed under a PSA issued by the State specifically for the extra work. Should the Sponsor request that the Consultant perform additional services, the scope of work and method of payment will be negotiated. The basis of payment for additional work will be set up either as a Lump Sum or Cost Plus Fixed Fee.

G. PROJECT SCHEDULING

All negotiated agreements shall be accompanied by a critical path method schedule (CPM Schedule). The CPM Schedule will list the work tasks for the Agreement, their duration, negotiated milestones and their completion dates, including State/Local review periods. The format of this schedule shall be agreed on prior to signing the Agreement.

Along with the monthly progress report, the Consultant shall provide monthly CPM Schedule updates to the Agreement Administrator for approval. The CPM schedule shall show project percent completed on each task.

H. MONTHLY PROGRESS REPORT

The Consultant shall submit to the State a monthly progress report on Form ITD-771, as furnished by the State. When no work will be performed for a period of time, this requirement can be waived by written notice from the Agreement Administrator. However, at such time as work re-commences, the monthly progress reports shall resume.

The Consultant shall provide monthly progress schedule (CPM) updates to the Agreement Administrator.

The monthly progress report and schedule update will be submitted by the tenth of each month following the month being reported or as otherwise agreed to in the approved scope of work.

The Agreement Administrator will review the progress report and submit approved invoices for payment within two weeks of receiving the invoice, the associated monthly report and the schedule update.

Each progress report shall list invoices by PSA number and reference milestones.

I. PROGRESS AND FINAL PAYMENTS

1. Progress payments will be made once a month for services performed which qualify for payment under the terms and conditions of the Agreement. Such payment will be made based on invoices submitted by the Consultant in the format required by the State. The monthly invoice shall be submitted no later than the tenth of each month following the month being invoiced.

Lump Sum

Progress payments will be made based on a percentage of the work or milestones satisfactorily completed.

Cost Plus Fixed Fee

The Consultant shall submit a breakdown of costs by each item of work on the monthly invoice, and shall show the percent complete of each item of work, each milestone and percent complete of the entire Agreement. Progress payments will be made based on the invoice cost less the fixed fee for the work satisfactorily completed for each invoicing period. Said payment shall not exceed the percent complete of the entire Agreement. Upon satisfactory completion of each milestone, full payment for all approved work performed for that milestone will be made, including Fixed Fee.

Cost

The Consultant shall submit a breakdown of costs by each item of work on the monthly invoice, and shall show the percent complete of each item of work and percent complete of the entire Agreement. Progress payments will be made based on the invoiced cost for the work satisfactorily completed for each item of work. Said payment shall not exceed the percent complete of the entire Agreement.

Direct expenses will be reimbursed at actual cost, not to exceed the current approved rates as identified at http://itd.idaho.gov/business/?target=consultant-agreements .

For "Cost Plus Fixed Fee" and "Cost" agreements, invoices must include backup documentation to support expenditures as appropriate, and as requested by the Agreement Administrator. Such support may consist of copies of time sheets or cost accounting system print-out of employee time, and receipts for direct expenses.

2. The Sponsor will make full payment for the value of the services performed which qualify for payment. This full payment will apply until 95 percent of the work under each Project Agreement PSA or Supplemental Agreement has been completed. No further progress payments will be made until all work under the Agreement has been satisfactorily accomplished and accepted by the Sponsor. If at any time, the Sponsor determines that the work is not progressing in a satisfactory manner, further payments may be suspended or withheld for sums that are deemed appropriate for unsatisfactory services.

3. Final payment of all amounts retained shall be due 60 days after all work under the Agreement has been completed by the Consultant and accepted by the Sponsor. Such final payment will not be made until satisfactory evidence by affidavit is submitted to the State that all indebtedness incurred by the Consultant on this project has been fully satisfied.

4. Agreements which include an incentive/disincentive clause will normally have the clause applied only to the completion of the BID OPENING milestone. If the project is deemed by the Sponsor to be ready for advertisement, but advertisement is postponed at no fault of the Consultant, any incentive earned will be paid.

5. Payments to Subconsultants

The Consultant shall pay each subconsultant for satisfactory performance of its contract items no later than twenty (20) calendar days from receipt of each payment the Consultant receives from the State under this Agreement, in accordance with 49 CFR, Part 26. The Consultant shall return retainage payments to each subconsultant within twenty (20) calendar days after the subconsultant's work is satisfactorily completed. The Consultant will verify that payment or retainage has been released to the subconsultant or suppliers within the specified time for each partial payment or partial acceptance by the Department through entries in the Department's online diversity tracking system during the corresponding monthly audits.

Prompt payment will be monitored and enforced through the Consultant's reporting of monthly payments to its subconsultants and suppliers in the online diversity tracking system. Subconsultants, including lower tier subconsultants, suppliers, or both, will confirm the timeliness and the payment

amounts received utilizing the online diversity tracking system. Discrepancies will be investigated by the Contract Compliance Officer and the Contract Administrator. Payments to the subconsultants, including lower tier subconsultants, and including retainage release after the subconsultant or lower tier subconsultant's work has been accepted, will be reported monthly by the Consultant or the subconsultant.

The Consultant will ensure its subconsultants, including lower tier subconsultants, and suppliers meet these requirements.

J. MISCELLANEOUS PROVISIONS

1. COVENANT AGAINST CONTINGENT FEES

a. The Consultant warrants that they have not:

Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person to solicit or secure this Agreement, other than a bona fide employee of the firm;

agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out this Agreement, or;

paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee of the firm) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement.

b. The Sponsor warrants that the above Consultant or its representative has not been required, directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this Agreement.

Employ or retain, or agree to employ or retain, any firm or person, or;
pay, or agree to pay to any firm, person or organization, any fee, contribution, donation or consideration of any kind.

2. PROHIBITION AGAINST HIRING PERSONNEL AND WORKING FOR CONTRACTOR

In compliance with the Code of Federal Regulations, (23 CFR, Section 1.33, Conflict of Interest), the Consultant agrees that no one in their employ will work on a part time basis under this Agreement while also in the full-time employ of any Federal Agency, the State, or the Sponsor, without the written consent of the public employer of such person. The Consultant agrees that no one in their employ under any circumstances shall perform any services for the contractor on the construction of this project.

3. CHANGES IN WORK

All changes in work shall conform to one or more of the following conditions and in no instance shall such change in work be undertaken without written order or written approval of the Sponsor.

a. Increase in the work required by the Sponsor due to unforeseen circumstances.
b. Revision in the work required by the Sponsor subsequent to acceptance of such work at the appropriate conference or after revision of such work as outlined at said conference.
c. Items of work which are beyond the scope of intent of this Agreement and pre-approved by the Sponsor.
d. Reduction in the work required by the Sponsor due to unforeseen circumstances.

An increase in compensation will be considered when Department Design Standards or expectations have changed from the time of negotiation.

Adjustment in compensation for either an increase or reduction in work shall be on a negotiated basis arrived at by mutual agreement between the Sponsor and the Consultant. During such

negotiations the Sponsor may examine the documented payrolls, transportation and subsistence costs paid employees actively engaged in the performance of a similar item or items of work on the project, and by estimated overhead and profit from such similar items or items of work.

Said mutual agreement for a negotiated increase or reduction in compensation shall be determined prior to commencement of operations for an increase in a specific item or items of work. In the case of Sponsor order for nonperformance, a reduction in the specific item or items of work will be made as soon as circumstances permit. In the event that a mutual agreement is not reached in negotiations for an increase in work, the Sponsor will use other methods to perform such item or items of work.

The mutually agreed amount shall be covered by a Supplemental Agreement and shall be added to or subtracted from the total amount of the original Agreement.

Adjustment of time to complete the work as may pertain to an increase or a reduction in the work shall be arrived at by mutual agreement of the Sponsor and the Consultant after study of the change in scope of the work.

4. DELAYS AND EXTENSIONS

Time adjustment may occur when the negotiated scope of work is increased or reduced through mutual agreement of the State and the Consultant.

Extensions of time may be granted for the following reasons:

a) Delays in major portions of the work caused by excessive time used in processing of submittals, delays caused by the State, or other similar items which are beyond the control of the Consultant.
b) Additional work ordered in writing by the Sponsor.
c) Department Design Standards have changed or expectations have changed from the time of negotiation.

5. TERMINATION

The Sponsor may terminate or abandon this Agreement at any time, without further obligation, upon giving notice of termination as hereinafter provided, for any of the following reasons:

a. Evidence that progress is being delayed consistently below the progress required in the current approved CPM Schedule.
b. Continued submission of sub-standard work.
c. Violation of any of the terms or conditions set forth in the Agreement, other than for the reasons set forth in a. and b. above.
d. At the convenience of the Sponsor.

Prior to giving notice of termination for the reasons set forth in a through c above, the Sponsor shall notify the Consultant in writing of any deficiencies or default in performance of the terms of this Agreement, and Consultant shall have ten (10) days thereafter in which to correct or remedy such default or deficiency. Upon their failure to do so within said ten (10) days, or for the reasons set forth in c above, such notice of termination in writing shall be given by the Sponsor. Upon receipt of said notice the Consultant shall immediately discontinue all work and service unless directed otherwise, and shall transfer all documents pertaining to the work and services covered under this Agreement, to the Sponsor. Upon receipt by the Sponsor of said documents, payment shall be made to Consultant as provided herein for all acceptable work and services.

6. DISPUTES

Should any dispute arise as to performance or abnormal conditions affecting the work, such dispute shall be referred to the Sponsor and the Director of the Idaho Transportation Department or his duly authorized representative(s) for determination.

Such determination shall be final and conclusive unless, within thirty (30) days of receipt of the decision Consultant files for mediation or arbitration. Consultant agrees that any mediation or arbitration hearing shall be conducted in Boise, Idaho. Consultant and Sponsor agree to be bound by the mediation agreement or the decision of the arbitration. Expenses incurred due to the mediation or arbitration will be shared equally by the Consultant and the Sponsor.

7. ACCEPTANCE OF WORK

a. The Consultant represents that all work submitted shall be in accordance with generally accepted professional practices and shall meet tolerances of accuracy required by State practices and procedures.

b. Acceptance of work will occur at phases appropriate to the terms of the Agreement and level of detail required by the State in its project development procedures.

c. It is understood by the Consultant that the Sponsor is relying upon the professional expertise and ability of the Consultant in performance of the Agreement. Any examination of the Consultant's work product by the State/Sponsor will not be considered acceptance or approval of the work product which would relieve the Consultant for any liability or expense. Consultant is solely responsible for the propriety and integrity of its work product.

Acceptance or approval of any portion of Consultant's work product by the Sponsor for payment, partial or final, shall not constitute a waiver of any rights the Sponsor may have against the Consultant. If due to errors, omissions and negligent acts by the Consultant, or its Subconsultants, agents or employees, in its work product, the Consultant shall make corrections to its work product at no expense to the Sponsor. The Consultant shall respond to the Sponsor's notice of any error or omission within twenty-four hours of receipt, and give immediate attention to any corrections to minimize any delay to the construction contract. This may include, if directed by the Sponsor, visits to the site of the work.

If the Consultant discovers errors or omissions in its work product, it shall notify the State within seven days of discovery. Failure of the Consultant to notify the State shall be grounds for termination of the Agreement.

The Consultant's liability for damages incurred by the Sponsor due to negligent acts, errors or omissions by the Consultant in its work product shall be borne by the Consultant. Increased construction costs resulting from errors, omissions or negligence in Consultant's work product shall not be the Consultant's responsibility unless the additional construction costs were the result of gross negligence of the Consultant.

8. OWNERSHIP OF DOCUMENTS

All material acquired or produced by the Consultant in conjunction with the preparation of the plans, study, or report, shall become the property of, and be delivered to, the Sponsor without restrictions or limitations of their further use. Any use of these materials by the Sponsor for purposes other than intended under this agreement shall be at the risk of the Sponsor. The Consultant has the right to make and retain copies of all data and documents for project files. Documents provided to the State may be public records under the Public Records Act §§ 74-101 through 74-126 and Idaho Code §§ 9-338 *et seq*, and thus subject to public disclosure unless excepted by the laws of the state of Idaho, otherwise ordered by the courts of the state of Idaho, and/or otherwise protected by relevant state and/or federal law.

9. AERIAL PHOTOGRAPHY

After aerial photography has been flown, processed and checked for coverage, the negatives shall be sent to the State at the address indicated on the Agreement for evaluation, labeling, and prints or diapositives as needed by the District and the Consultant. The negatives shall become the property of the State. Along with the negatives, the Consultant shall also deliver the Report of Calibration for the aerial camera used for the aerial photography, the flight maps, and the flight log. Once complete, a copy of the mapping shall be placed on a CD-ROM and sent to the address specified in the Agreement.

10. CADD SPECIFICATIONS

Two copies of all drawings shall be furnished to the Department upon completion of the contract. One copy shall be a durable reproduction of the drawing stamped and signed by the Engineer. An electronic stamp is acceptable, provided it is registered and approved with the Board of Professional Engineers and Land Surveyors. Roadway plans shall be furnished on 11" x 17" sheets. Structures plans shall be furnished on 22" x 34" sheets. The other copy shall be an electronic drawing file in a MicroStation .DGN file format. Electronic files shall be delivered in one of the following:

a. Placed within ITD's ProjectWise DataSource (See CADD Manual for proper locations for file storage
b. Standard CD/DVD-ROM Format

Files shall be developed with MicroStation software, SS4 Version 8.11X or higher; or converted to the MicroStation .DGN file format with all conversion errors corrected prior to delivery. If the consultant elects to convert files from other CADD software to the .DGN format, the consultant may be required at various times during the contract period to provide proof that all conversion errors can be corrected.

Refer to the CADD Manual for a complete set of CADD Standards. The manual is available at the following website: http://apps.itd.idaho.gov/apps/manuals/manualsonline.html .

11. GEOTECHNICAL AND MATERIALS WORK

If geotechnical and materials work is required under this Agreement, the Consultant must ensure that any Subconsultant performing geotechnical and materials work be involved in the final design review. This does not mean that the geotechnical and materials Subconsultant must attend the actual final design review meeting, but does mean that the Subconsultant, will at a minimum, participate in the final design plans and proposal review to assure that all geotechnical and materials recommendations/issues it raised concerning the project have been addressed, or notify the Consultant of any outstanding issues.

12. HIGHWAY CONSTRUCTION ESTIMATING PROGRAM

The Idaho Transportation Department has adopted the Trns.Port Estimator™ Highway Construction Cost Estimation software package as the standard for developing all highway construction cost estimates. Consultants who prepare PS&E (Plans, Specifications and Estimate) packages for submittal to ITD are required to use Estimator. Further information is available at the following Web Site: http://itd.idaho.gov/business/?target=consultant-agreements .

13. INDEMNITY

a. Concerning claims of third parties, the Consultant shall indemnify, and hold harmless and defend the Sponsor from any and all damages of and against any and all suits, actions, claims or losses of every kind, nature and description, including costs, expenses and reasonable attorney fees that may be incurred by reason of any negligent act, error or omission of the Consultant in the prosecution of the work which is the subject of this Agreement.

b. Concerning claims of the Sponsor, the Consultant shall assume the liability and responsibility for negligent acts, errors or omissions caused by the Consultant or a Subconsultant or their agents or employees to the design, preparation of plans and/or specifications, or other assignments completed under this Agreement, to the standards accepted at the time of the Final Design Review, other established review periods.

c. Notwithstanding any other provision of this Agreement, the Consultant shall not be responsible for claims arising from the willful misconduct or negligent acts, errors, or omissions of the Sponsor for contamination of the project site which pre-exist the date of this Agreement or subsequent Task Authorizations. Pre-existing contamination shall include but not be limited to any contamination or the potential for contamination, or any risk to impairment of health related to the presence of hazardous materials or substances.

14. INSURANCE

The Consultant, certifying it is an independent contractor licensed in the State of Idaho, shall acquire and maintain commercial general liability insurance in the amount of $1,000,000.00 per occurrence, professional liability insurance in the amount of $1,000,000.00, and worker compensation insurance in accordance with Idaho Law.

The professional liability insurance coverage shall remain in force and effect for a minimum of one (1) year after acceptance of the construction project by the State (if applicable), otherwise for one (1) year after acceptance of the work by the State.

Regarding workers' compensation insurance, the Consultant must provide either a certificate of workers' compensation insurance issued by an insurance company licensed to write workers' compensation insurance in the State of Idaho as evidence that the Consultant has a current Idaho workers' compensation insurance policy in effect, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.

The Consultant shall provide the State with certificates of insurance within ten (10) days of the Notice to Proceed.

15. ENDORSEMENT BY ENGINEER, ARCHITECT, LAND SURVEYOR, AND GEOLOGIST

Where applicable, the Professional Engineer, Architect, Land Surveyor, or Geologist in direct charge of the work or portion of work shall endorse the same. All plans, specifications, cost summaries, and reports shall be endorsed with the registration seal, signature, and date of the Idaho professional in direct charge of the work. In addition, the firm's legal name and address shall be clearly stamped or lettered on the tracing of each sheet of the plans. This endorsement certifies design responsibility in conformance with Idaho Code, ITD's Design Manual, and acceptance of responsibility for all necessary revisions and correction of any errors or omissions in the project plans, specifications and reports relative to the project at no additional cost to the State based on a reasonable understanding of the project at the time of negotiation.

16. LEGAL COMPLIANCE

The Consultant at all times shall ,as a professional, observe and comply with all Federal, State and local laws, by-laws, safety laws, and any and all codes, ordinances and regulations affecting the work in any manner and in accordance with the general standard of care. The Consultant agrees that any recourse to legal action pursuant to this agreement shall be brought in the District Court of the State of Idaho, situated in Ada County, Idaho.

17. SUBLETTING

The services to be performed under this Agreement shall not be assigned, sublet, or transferred except by written consent of the Sponsor. Written consent to sublet, transfer or assign any portions of the work shall not be construed to relieve the Consultant of any responsibility for the fulfillment of this Agreement or any portion thereof.

18. PERMITS AND LICENSES

The Consultant shall procure all permits and licenses, pay all charges, fees, and taxes and give all notices necessary and incidental to the due and lawful prosecution of the work.

19. PATENTS AND COPYRIGHTS

The Consultant shall hold and save the Sponsor and its agents harmless from any and all claims for infringement by reason of the use of any patented design, device, material process, trademark, and copyright.

20. NONDISCRIMINATION ASSURANCES

1050.20 Appendix A:

During the performance of work covered by this Agreement, the Consultant for themselves, their assignees and successors in interest agree as follows:

1. **Compliance With Regulations**. The Consultant shall comply with all regulations of the United States Department of Transportation relative to Civil Rights, with specific reference to Title 49 CFR Part 21, Title VI of the Civil Rights Act of 1964 as amended, and Title 23 CFR Part 230 as stated in the ITD EEO Special Provisions and Title 49 CFR Part 26 as stated in the appropriate ITD DBE Special Provisions. http://apps.itd.idaho.gov/apps/ocr/index.aspx

2. **Nondiscrimination**. The Consultant, with regard to the work performed by them during the term of this Agreement, shall not in any way discriminate against any employee or applicant for employment; subcontractor or solicitations for subcontract including procurement of materials and equipment; or any other individual or firm providing or proposing services based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.

3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations, either by bidding or negotiation, made by the Consultant for work or services performed under subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be made aware by the Consultant of the obligations of this Agreement and to the Civil Rights requirements based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.

4. **Information and Reports.** The Consultant shall provide all information and reports required by regulations and/or directives and sources of information, and their facilities as may be determined by the State or the appropriate Federal Agency. The Consultant will be required to retain all records for a period of three (3) years after the final payment is made under the Agreement.

5. **Sanctions for Noncompliance.** In the event the Consultant or a Subconsultant is in noncompliance with the EEO Special Provisions, the State shall impose such sanctions as it or the appropriate Federal Agency may determine to be appropriate, including, but not limited to:

    - Withholding of payments to the Consultant until they have achieved compliance;
    - Suspension of the agreement, in whole or in part, until the Consultant or Subconsultant is found to be in compliance, with no progress payment being made during this time and no time extension made;
    - Cancellation, termination or suspension of the Agreement, in whole or in part;
    - Assess against the Consultant's final payment on this Agreement or any progress payments on current or future Idaho Federal-aid Projects an administrative remedy by reducing the final payment or future progress payments in an amount equal to 10% of this agreement or $7,700, whichever is less.

6. **Incorporation of Provisions.** The Consultant will include the provisions of paragraphs 1 through 5 above in every subcontract of $10,000 or more, to include procurement of materials and leases of equipment unless exempt by the Acts, the Regulations, and directives pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the State or the appropriate Federal Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into any litigation to protect the interest of the State.In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

1050.20 Appendix E

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with all non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

21. INSPECTION OF COST RECORDS

The Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the project. They shall make such data available for inspection, and audit, by duly authorized personnel, at reasonable times during the life of this Agreement, and for a period of three (3) years subsequent to date of final payment under this Agreement, unless an audit has been announced or is underway; in that instance, records must be maintained until the audit is completed and any findings have been resolved. Failure to provide access to records may affect payment and may constitute a breach of contract.

22. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

By signing this document the Consultant certifies to the best of his knowledge and belief that except as noted on an attached Exception, the company or its subcontractors, material suppliers, vendors or other lower tier participants on this project:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

b. have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records making false statements, or receiving stolen property;

c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

d. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NOTE: Exceptions will not necessarily result in denial of award, but will be considered in determining Consultant responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

23. CERTIFICATION CONCERNING LOBBYING ACTIVITIES

By signing this document, the Consultant certifies to the best of their 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 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.

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.

The Consultant also agrees that he or she shall require that the language of this certification shall be included in all lower tier subcontracts, which exceed $100,000, and that all such sub-recipients shall certify and disclose accordingly.

24. EMPLOYEE ELIGIBILITY

The Consultant warrants and takes the steps to verify that it does not knowingly hire or engage persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of person not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and/or termination of its contract.

DETAILED SCOPE OF WORK
Burrell Ave. Sidewalk Infill
Carbon Reduction Program
Key No. 24379

Revised December 5, 2024

Project Scope

The objective of the Burrell Ave. Sidewalk Infill Project in Lewiston, Idaho, is to improve pedestrian safety along the south side Burrell Ave. from approximately 180 FT east of the intersection of Burrell Ave. and Thain Rd. to the intersection of Burrell Ave. and 14th St., covering approximately 2,400 FT. Safety improvements will include the addition of sidewalk, updated pedestrian ramps, curb & gutter, and thermoplastic crosswalk markings.

This is a Carbon Reduction Program (CRP) grant administered by the Local Highway Technical Assistance Council (LHTAC) for the City of Lewiston. This project will be developed in accordance with the Idaho Transportation Department Standard Specifications for Highway Construction (2023), and the City of Lewiston. Environmental Documents are not included in this scope under the assumption that they will be managed by LHTAC internally. HMH will provide project description narrative for environmental documents and review of 0654 Cat Ex prior to submittal to ITD Environmental. The anticipated project schedule is as follows:

Task Name	Finish Date
SURVEY	February 10, 2025
CONCEPTUAL DESIGN SUBMITTAL	March 28, 2025
FINAL DESIGN SUBMITTAL	June 27, 2025
PS&E SUBMITTAL	July 25, 2025

*Based on Notice to Proceed of January 13th, 2024
*PS&E submittal may be based on environmental approval schedule.

Assumptions:

- Plan sheets will be 11” X 17” at 40 Scale.
- Survey will be conducted along the project corridor and at each crossing location.
- Illumination is not anticipated for this project.
- City of Lewiston will provide mailing list and send out notices prepared by HMH.
- LHTAC will compile and submit the Environmental Documentation and Project Charter without assistance from HMH.
- LHTAC will prepare and approve Materials Operation Memo No. 17B.
- ROW acquisition is not anticipated.
- CE&I services are not included in this Scope of Work.

Task 1 – Project Coordination and Management

1.1 **General Administration:** This will consist of the daily management of the project and involve administrative tasks of a general nature that are required of the Consultant during the course of project development including setting up and maintaining project accounting procedures, monitoring project budget and deliverables, and general project team coordination. Once all deliverables are complete, the Consultant will conduct an internal project closeout.

1.2 **LHTAC Billing Coordination:** Monthly billing will include the ITD-771, Progress Reports, current PSA, current invoice, and any other supporting documentation including for Subconsultant(s). A current certified payroll will also be included.

1.3 **Schedule & Management Control:** A milestone schedule of the design will be prepared. LHTAC and the City will be kept apprised of any necessary changes to the schedule. Updated schedule to be included with each submitted progress report.

1.4 **Owner Coordination & Meetings:** The Consultant will meet monthly, and as necessary to keep the City and LHTAC current with the project scope, schedule and budget. HMH will assemble agendas and meeting minutes for each meeting. It is anticipated that HMH will have four meetings with the City and LHTAC on design aspects, status, etc.

Task 2 – Survey

2.1 **ROW Survey**: HMH will incorporate all found existing monumentation from this effort into our design survey. The City of Lewiston will provide ROW linework. HMH will search the project site for existing monuments and ROW points.

2.2 **Survey Control:** HMH will set control and provide a survey control sheet for the construction plan set.

2.3 **Topographic Survey**: HMH will collect data along the project corridor including edge of pavement, curb and approaches, utilities (above ground and underground locate markings) and surface features in the area like trees or fences of significant size within the ROW. Sidewalk data to be collected from path associated with 14th St. C, along Burrell Ave., to align pedestrian ramp at the intersection of 14th St.

2.4 **Existing Conditions Map**: HMH will develop an existing conditions basemap, existing conditions will be shown on Demo Sheets.

Task 3 – Conceptual Design Submittal

3.1 **Project Charter:** The Infrastructure Project Charter Template (ITD DOH Charter Rev(19).xlsm) will be completed by LHTAC with assistance from HMH.

3.2 **Roadway:** A pre-concept email submittal of two alternatives will be submitted for review. HMH will prepare alternative cross-sections and plan views shown roll plots:

- Separated sidewalk and
- Adjacent sidewalk.

Sections and details will be generated to show sidewalk, curb, and pavement signing, striping, materials, thicknesses, etc. Horizontal alignments will be drawn showing all necessary geometric attributes. Plan sheets for sidewalk and details will be developed to show the above information, and ADA pedestrian ramps will be designed for all intersections without an existing compliant ramp.

An additional mid-block pedestrian ramp at Burrell & 13th will be designed. Additional design considerations include:

- roadway improvements will be designed with a bike share lane,
- minimum 18 IN of Asphalt will be demo'd to appropriate new drainage design,
- areas of poor pavement will be analyzed for repair and replacement,
- driveway approaches will be designed to meet city standards' and
- any secondary approaches will be designed with a 10 FT width.

3.3 **Drainage:** Drainage improvements will be analyzed to ensure drainage into ditching will adequately handle the design storm. Curb cut drain will be designed to convey runoff from the roadway to the storm drainage system. Design will be reviewed to ensure peak stormwater flows exiting the site have not been increased with the design modifications. HMH to assume above-grade infiltration swale meeting City requirements for infiltration/retention of 0.4" (2-year, 1-hour design storm). HMH to provide brief drainage memorandum with analysis, including calculations and drainage area exhibits.

3.4 **Utility:** LOID owns and operates water. LOSD and COSD both own sewer service in the project area. Avista owns and operates the electric and gas in the project area. HMH will coordinate with the utilities. HMH will work with the City to reduce utility conflicts through design as much as possible. Utility letters and coordination will follow Federal-aid requirements and ITD Guidelines for Utility Management Manual (GUM).

3.5 **Public Involvement:** The City will take the public involvement lead. HMH will provide mailer notices to adjacent property owners and stakeholders in the project area. HMH will also coordinate meeting with the owners to discuss the impact to individual driveways.

3.6 **Cost Estimate:** The preliminary cost estimate for the project will be updated by the Consultant to confirm that anticipated infrastructure costs are in line with the project budget.

3.7 **Conceptual Design Review:** The Consultant, the City, and LHTAC will hold an informal review of the proposed design via teleconference. A meeting summary will be prepared and distributed by HMH.

Task 4 – Final Design Submittal

HMH will prepare the final design plans once the conceptual design plans have been reviewed. No significant changes to design of the conceptual design are anticipated at final design. Changes will include minor adjustments to the proposed plans to address conceptual design review comments and detailing of the design.

4.1 **Roadway:** Sections and details will be finalized to show significant detail to construct, signing, sidewalk and roadway improvements. Horizontal alignments will be finalized showing all necessary geometric attributes. Detailed quantity information will be compiled for inclusion in the bid documents.

4.2 **Drainage:** Finalize drainage design. This project is not anticipated to disturb greater than one acre of ground with the potential for discharge to Waters of the US. Compliance with the Environmental Protection Agency (EPA) Construction General Permit (CGP) will not be required. The Consultant will prepare draft Pollution Prevention Plans (PPP) narrative on LHTAC Template and prepare Pollution Prevention Plan plan sheets for inclusion in construction plan set.

4.3 **Traffic:** Finalize construction traffic control plans (TCP). Traffic control will be designed in accordance with the latest ITD and MUTCD requirements. Signage and pavement marking plans will be finalized. Design will be in accordance with the latest ITD Standard drawings, and MUTCD manuals. Permanent bike share signs will be placed. Electronic traffic signals are not anticipated.

4.4 **Utility:** Coordination with utilities will be completed. The plans will clearly show each utility on the plans. HMH will coordinate with utilities to secure a utility waivers.

4.5 **Contract Documents:** HMH will prepare special provisions. HMH will assemble front-end documents based on information provided by the City of Lewiston.

4.6 **Construction Schedule:** HMH will determine the approximate construction contract time based on discussions with the City and LHTAC.

4.7 **Final Plan QA/QC:** Senior-level engineers from HMH not involved with the design and checking process will perform a quality control review of the final design plans. Tasks include an overall review of the plans, construction cost estimate, special provisions, and review for consistency. QA/QC comments will be incorporated before plans are submitted for review.

4.8 **Cost Estimate:** HMH will update the opinion of probable construction cost to reflect final bid items and quantities.

4.9 **Draft Minimum Testing Requirements (MTRs):** HMH will prepare draft MTRs for the project.

4.10 **Final Plan Submittal:** HMH will assemble and submit final construction documents for review by LHTAC and the City. Plans will be submitted electronically to LHTAC, and hard copies will be delivered to the City. Final Design deliverables will include:

- Construction Plan Set
- Special Provisions
- Construction Schedule
- Pollution Prevention Plan narrative document
- Minimum Testing Requirements (MTR)
- Cost Estimate
- Bid Docs
- Includes all relevant LHTAC required Federal-aid forms from LHTAC Website (TAP Forms)
- Assumes EJCDC front end docs, bid forms, & contractor construction forms (Pay App, RFI, Change Order, etc.)

4.11 **Final Design Review:** Review comments will be submitted by LHTAC and the City to HMH prior to the design review meeting. HMH will provide the agenda and minutes for the final design review meeting and will coordinate the review teleconference.

4.12 **Plan Revisions:** HMH will incorporate review comments from the final design review.

Task 5 – PS&E

HMH will revise the final design plans, special provisions, estimate of contract time and opinion of probable construction cost per the final design review comments. Significant changes to the design requiring re-design efforts are not anticipated and not included in this scope. A PS&E package will be submitted.

5.1 **QA/QC Review:** HMH will perform an independent review of the draft bidding documents by a senior level engineer not involved with the design and checking process.

5.2 **QA/QC Revisions:** Senior review comments will be incorporated before the PS&E package is submitted to the City and LHTAC.

5.3 **Draft PS&E Submittal:** HMH will assemble and submit the plans and contract documents to the City and LHTAC after addressing Final Design review comments.

5.4 **PS&E Submittal:** HMH will assemble and submit the contract documents, resident engineer's file, and other PS&E documents to the City and LHTAC after addressing Draft PS&E review comments and performing a QA/QC Review.

5.5 **Resident's File:** HMH will prepare a resident engineer's file for the project.

5.6 **PS&E Submittal Checklist**: HMH will prepare and submit the ITD PS&E Submittal Checklist (Design Manual Figure 9-2).

Table 1 – Final Design Submittal Package

Sheet Group	Sheets	Concept	Final/PS&E
Title Sheet	1	X	X
Legend Sheet	1		X
Survey Control Sheets	1		X
Project Clearance Summary	1		X
Typical Section	1	X	X
Roadway Summary	1		X
Demolition Sheets	3		X
Roadway Plan & Profile Sheets	6	X	X
Pollution Prevention Plan	6	X	X
Approach Detail Sheet	2		X
Drainage Detail Sheet	1		X
Sign Erection Table	1		X
Sign Details	1		X
Sign and Pavement Marking Plans	6		X
Temporary Traffic Control Plans	3	X	X
Total Sheet Count	**35**	**17**	**35**

Task 6 – Materials

Material Report Review: N/A.

Task 7 – Bidding Services

Bidding: The City will facilitate advertising, answering contractor questions, bid opening, bid tabulations, and recommendation of construction contract award. HMH will prepare necessary addenda and answer contractor questions as needed.

CONSULTANT	HMH Engineering
PROJECT NAME	Burrell Ave. Sidewalk Infill
PROJECT NUMBER	A024(739)
KEY NUMBER	24739

A. SUMMARY ESTIMATED MAN-DAY COSTS

		Man-Days		Man-Hours		Raw Hrly Rate*		Raw Labor Cost
1	Justin Shaw, P.E.	16.5	=	132	@	$75.00	= $	9,900.00
2	Harrison Holley, EI	28.3	=	226	@	$45.00	= $	10,170.00
3	Joel Gradin, EI	25.0	=	200	@	$31.50	= $	6,300.00
4	Christine Baker, PE	9.0	=	72	@	$50.50	= $	3,636.00
5	Dan Inloes, PLS	2.8	=	22	@	$55.00	= $	1,210.00
6	Justin Ault	6.5	=	52	@	$47.75	= $	2,483.00
7	Emily Bann	11.0	=	88	@	$25.00	= $	2,200.00
8	Joe Schacher, PE	3.0	=	24	@	$68.00	= $	1,632.00
9	Maddie Gaylord	3.0	=	24	@	$43.00	= $	1,032.00
				TOTAL RAW LABOR COST			**= $**	**38,563.00**

B. PAYROLL, FRINGE BENEFIT COSTS & OVERHEAD**

Total Raw Labor Cost		Approved Overhead Rate		
$ 38,563.00	X	**132.92%**	=	**$51,257.94**

C. NET FEE***

Total Raw Labor & Overhead		Net Fee		
$89,820.94	X	**12.5%**	=	**$11,227.62**

D. FCCM**

Total Raw Labor Cost		Approved FCCM Rate	
$ 38,563.00	X	**1.13%**	**$435.76**

TOTAL LABOR **$ 101,484.32**

E. OUT-OF-POCKET EXPENSE SUMMARY****

		Estimated Amount		Unit Cost		Estimated Expense
1	Mileage (miles)	1100	@	$ 0.670	= $	737.00
2	Monument Casing	0	@	$ 500.00	= $	-
3	Traffic Control	0	@	$ 5,000.00	= $	-
4	Lodging (Days)	0	@	$ 98.00	= $	-
5	Meals (Days)	0	@	$ 59.00	= $	-
		TOTAL ESTIMATED EXPENSE			**= $**	**737.00**

E. SUBCONSULTANTS

TOTAL = $102,221.32

* Overtime costs will include only the additional 1/2 time compensation to the employee.

** As per our Approved ITD Overhead Rate Letter.

*** Calculated from the ITD Fee Matrix.

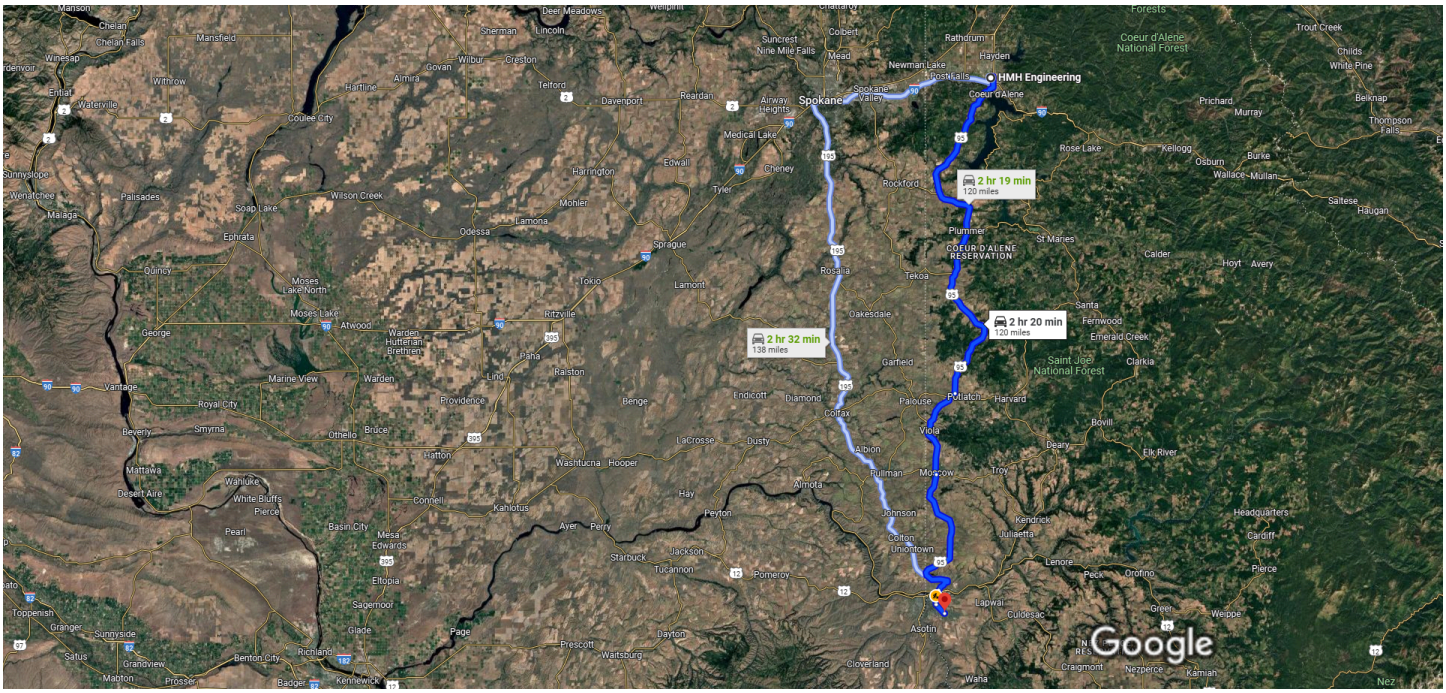
**** Not to Exceed the "FEDERAL PER DIEM RATES FOR IDAHO"

Project Name:	**Burrell Ave. Sidewalk Infill**	Locations:	Survey full topo of Burrell Ave. for roughly 2,400 FT, intersections Burrell & 13th St. and Burrell & 14th St., and Sidewalk with C&G approximately 320 FT								
Project Number:	**A024(739)**		Northeast of Burrell & 14th St. Intersection.								
Key No:	**24739**										
Prepared By:	**Justin Shaw, PE**					**HMH**					
		Justin Shaw, P.E.	Harrison Holley, EI	Joel Gradin, EI	Christine Baker, PE	Dan Inloes, PLS	Justin Ault	Emily Bann	Joe Schacher, PE	Maddie Gaylord	
TASK	**Project Name**	Project Manager	Lead Civil Designer	Civil Designer	Civil Engineer	Project Surveyor	Master Party Chief	CAD Technician	QC	Admin	**TOTAL HRS**
1	**PROJECT Coordination and Management**	**44**	**8**	**0**	**0**	**0**	**0**	**0**	**0**	**24**	**76**
1.1	General Administration	24								8	32
1,2	LHTAC Billing Coordination	8								16	24
1.3	Schedule & Management Control	4									4
1.4	Owner Coordination & Meetings	8	8								16
2	**Survey**	**6**	**0**	**0**	**0**	**22**	**52**	**88**	**0**	**0**	**168**
2.1	ROW Survey	0				2	4	8			14
2.2	Survey Control	2				4	8	8			22
2.3	Topographic Survey	2					40	40			82
2.4	Existing Conditions Map	2				16		32			50
3	**Conceptual Design Approval**	**26**	**96**	**80**	**20**	**0**	**0**	**0**	**8**	**0**	**230**
3.1	Project Charter	4									4
3.2	Roadway	2	32	40	16						90
3.3	Drainage	8	24	24	4						60
3.4	Utility	2	8	16							26
3.5	Public Involvement	4	20								24
3.6	Cost Estimate	2	8								10
3.7	Conceptual Design Review	4	4						8		16
4	**Final Design**	**32**	**110**	**102**	**52**	**0**	**0**	**0**	**12**	**0**	**308**
4.1	Roadway	4	40	40	10						94
4.2	Drainage	2	10	8	2						22
4.3	Traffic		16	8	16						40
4.4	Utility	2			16						18
4.5	Contract Documents	8	32	24							64
4.6	Construction Schedule	1		4							5
4.7	Final Plan QA/QC	2							12		14
4.8	Cost Estimate	1		4							5
4.9	Draft Minimum Testing Requirements (MTRs)	2		2	4						8
4.10	Final Plan Submittal	2									2
4.11	Final Design Review	4	4	4	4						16
4.12	Plan Revisions	4	8	8							20
5	**PS&E**	**16**	**12**	**18**	**0**	**0**	**0**	**0**	**4**	**0**	**50**
5.1	QA/QC Review	2							4		6
5.2	QA/QC Revisions		12	12							24
5.3	Draft PS&E Submittal	2		2							4
5.4	PS&E Submittal	2									2
5.5	Resident's File	8		2							10
5.6	PS&E Submittal Checklist	2		2							4
6	**Materials**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
6.1	Materials Report Review	0	0								0
7	**Bidding Services**	**8**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**8**
7.1	Bidding	8									8
	TOTAL HOURS	**132**	**226**	**200**	**72**	**22**	**52**	**88**	**24**	**24**	**840**

Google Maps

HMH Engineering to Lewiston, Idaho 83501

Drive 120 miles, 2 hr 20 min



Imagery ©2024 TerraMetrics, Map data ©2024 Google 10 mi

HMH Engineering
3882 N Schreiber Way #104, Coeur d'Alene, ID 83815

Follow N Schreiber Way and W Kathleen Ave to US-95 S

3 min (0.6 mi)

1. Head northeast toward N Schreiber Way

85 ft

2. Turn left toward N Schreiber Way

89 ft

3. Turn right onto N Schreiber Way

0.3 mi

4. Turn right onto W Kathleen Ave

0.3 mi

Follow US-95 S to 21st St in Lewiston

2 hr 3 min (116 mi)

5. Turn right onto US-95 S

68.1 mi

6. Turn right onto US-95 S/Hwy 95

16.9 mi

7. Use the right 2 lanes to turn right onto US-95 S/Hwy 95/S Main St

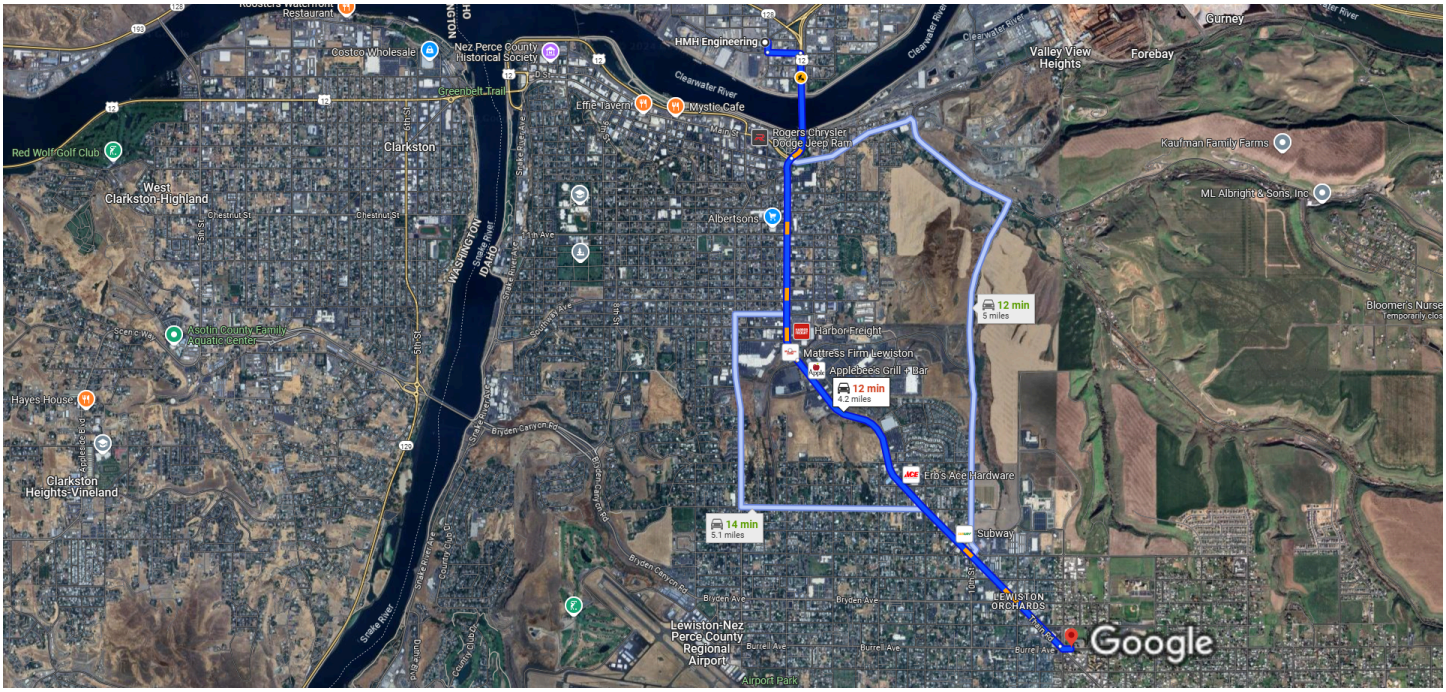
Continue to follow US-95 S

29.1 mi

Google Maps

HMH Engineering to Lewiston, Idaho 83501

Drive 4.2 miles, 12 min



Imagery ©2024 Airbus, Landsat / Copernicus, Maxar Technologies, USDA/FPAC/GEO, Map data ©2024 Google 2000 ft

HMH Engineering
324 20th St N, Lewiston, ID 83501

1. Head south on 20th St N toward 3rd Ave N/N 6th Ave

299 ft

2. Turn left at the 1st cross street onto 3rd Ave N/N 6th Ave

0.2 mi

3. Turn right onto US-12 W

0.6 mi

4. Continue onto 21st St

Pass by AutoZone Auto Parts (on the left in 0.5 mi)

1.1 mi

5. Continue onto Thain Grd

351 ft

6. Continue onto Thain Rd

Pass by Papa Murphy's | Take 'N' Bake Pizza (on the right in 1 mi)

2.2 mi

7. Turn left onto Burrell Ave

354 ft

CITY ORDINANCE NO. 4934

AN ORDINANCE OF THE CITY OF LEWISTON ENACTING ARTICLE V TO CHAPTER 36 OF THE LEWISTON CITY CODE, WHICH ARTICLE ESTABLISHES REGULATIONS GOVERNING DISCHARGE TO THE CITY'S STORMWATER DRAINAGE SYSTEM AND PROHIBITING ILLICIT CONNECTIONS AND DISCHARGES TO THE STORMWATER DRAINAGE SYSTEM; AUTHORIZING ACCESS TO REGULATED FACILITIES; REQUIRING NOTIFICATION OF SPILLS; PROVIDING THAT VIOLATIONS OF THE ILLICIT DISCHARGE AND STORMWATER DRAINAGE SYSTEM ORDINANCE ARE MISDEMEANORS PUNISHABLE BY A FINE OF NOT MORE THAN $1,000 DOLLARS OR BY IMPRISONMENT NOT TO EXCEED 180 DAYS OR BOTH; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1: A new Article V to Chapter 36 (Water, Wastewater, and Stormwater) of the Lewiston City Code is hereby enacted as follows:

ARTICLE V: ILLICIT DISCHARGE DETECTION AND ELIMINATION

Sec. 36-261. Purpose.

The purpose of this article is to Comply with the requirements of the city's national pollutant discharge elimination system (NPDES) permit no. IDS-028061 and the federal clean water act and to provide for the health, safety, and general welfare of the citizens of the city through the regulation of non-stormwater discharges to the stormwater drainage system as required by federal and state law by establishing methods to control the introduction of pollutants into the municipal separate storm sewer system. The objectives of this article are:

(1) To regulate the contribution of pollutants to the stormwater drainage system by stormwater discharges by any user;

(2) To prohibit illicit connections and discharges to the stormwater drainage system;

(3) To establish legal authority to conduct all inspection, surveillance, and monitoring procedures necessary to ensure compliance of this article; and

(4) To establish penalties associated with violations of this article.

Sec. 36-262. Definitions.

For the purposes of this article, the following words shall have the meanings indicated unless the context clearly requires otherwise:

Authorized enforcement agency: means the employees or designees of the director of the public works department designated to overseeing the city's stormwater division and to enforce this article.

Best management practices (BMPs): Schedules of activities, prohibitions of practices, general good housekeeping practices, pollution prevention and educational practices, maintenance procedures, and other management practices to prevent or reduce the discharge of pollutants directly or indirectly to stormwater, receiving waters, or stormwater conveyance systems. BMPs also include treatment requirements, operating procedures, and practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage.

City: The City of Lewiston and/or its representatives or staff.

Clean water act (CWA): The Federal Water pollution Control Act, 33 U.S.C. §§ 1251 et seq., as amended by the Water Quality Act of 1987, PL 100-4, for stormwater discharges from small municipal separate storm sewer systems (MS4).

Construction activity: Any and all activity incidental to the erection, demolition, assembling, altering, installing or equipping of buildings, structures, roads or appurtenances thereto, including land clearing, grading, excavating and filling. Including a staging area, a parking area, a storage area, and any access routes to the construction site.

Hazardous materials: Any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

IDEQ: Idaho Department of Environmental Quality.

Illicit connections: An illicit connection is defined as either of the following:

(1) Any drain or conveyance, whether on the surface or subsurface, which allows an illicit discharge to enter the stormwater drainage system including, but not limited to, any conveyances which allow any non-stormwater discharge including sewage, process wastewater, and wash water to enter the stormwater drainage system and any connections to the stormwater drainage system from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved by an authorized enforcement agency; or

(2) Any drain or conveyance connected from a commercial or industrial land use to the stormwater drainage system which has not been documented in plans, maps, or equivalent records and approved by the city.

Illicit discharge: Any direct or indirect non-stormwater discharge to the city's stormwater drainage system, except as exempted in this article.

Industrial activity: Activities subject to National Pollutant Discharge Elimination System (NPDES) industrial permits as defined in 40 CFR § 122.26(b)(14).

National pollutant discharge elimination system (NPDES) stormwater discharge permit: A permit issued by the Environmental Protection Agency (EPA) (pursuant to 33 USC § 1342(b)) which authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable to an individual, group, or general areawide basis. Specifically, the City of Lewiston and Lewis Clark State College permit (IDS-028061), finalized November 1, 2020.

Non-stormwater discharge: Any discharge to the stormwater drainage system that is not composed entirely of stormwater.

Notice of intent (NOI): Electronic or written notice completed under provisions of the federal construction general permit and filed with the EPA in accordance with current requirements.

Pollutant: Objects and materials which, when discharged to water or air, cause or contribute to water or air pollution, or as defined by the federal water pollution control act (also known as the Clean Water Act).

Maximum extent practicable (MEP): Technology based discharge standard for municipal separate storm sewer systems established by CWA section 402(p).

Pollution: The discharge of any pollutant into the airstream or waters of the state or the United States which will or is likely to create a nuisance or to render such waters harmful, detrimental, or injurious to public health, safety or welfare, or to domestic, commercial, industrial, recreational, aesthetic, or other beneficial uses, or as defined by the federal water pollution control act (also known as the CWA).

Premises: Any building, lot, parcel of land, or portion of land whether improved or unimproved including adjacent sidewalks and parking strips.

Stormwater drainage system: All parts of the city's stormwater conveyance system, including roads, alleyways, streets, gutters, catch basins, pipes, culverts, ditches, and other conveyances which normally convey stormwater. The term also includes all city-maintained system of ditches, channels, swales, culverts, basins, treatment systems, gutters, inlets, storm pipes, outfalls, ponds, creeks, rivers, wetlands, and any other appurtenances necessary, useful, or convenient for the orderly collection, conveyance, treatment, and disposal of stormwater runoff.

Stormwater pollution prevention plan (SWPPP): A document which describes the BMPs and activities to be implemented by a person or business to identify sources of pollution or contamination at a site and the actions to eliminate or reduce pollutant discharges to stormwater, stormwater conveyance systems, and/or receiving waters to the MEP.

SWPPP must be filed in accordance with the requirements of the federal notice of intent for the construction general permit for all projects which disturb 1 acre or more. Copies of the NOI and the SWPPP must be provided to the city in the permit application process.

Stormwater: Surface runoff and drainage associated with rainstorm events and snowmelt.

Wastewater: Water-carried human waste or a combination of water-carried waste from residences, business buildings, institutions and industrial establishments, together with such ground, surface, storm or other waters as may be present.

Watercourse: Any natural or artificially managed channel through which water flows on a regular or routine basis.

Waters of the United States: Those waters described in the context of wetlands and interstate commerce and fully described at 33 CFR part 328.

In the event of a dispute or discrepancy regarding the definition of a term used in this article, the definition contained in the federal water pollution control act (33 USC § 1251 *et seq.*), also known as the CWA, and any subsequent amendments thereto, shall be the controlling authority.

Sec. 36-263. Applicability.
This article shall apply to all water directly or indirectly entering the city's stormwater drainage system, which is generated on any developed or undeveloped lands unless explicitly exempted by an authorized enforcement agency.

Sec. 36-264. Administration.
The stormwater coordinator identified in Article IV of this chapter shall administer, implement, and enforce the provisions of this article. Any powers granted or duties imposed upon these entities may be delegated in writing by the authorized enforcement agency to the person(s) or entities acting in the beneficial interest of the city.

Sec. 36-265. Disclaimer.
The standards set forth herein and promulgated pursuant to this article are minimum standards; therefore, this article does not intend nor imply that compliance by any person will ensure that there will be no contamination, pollution, nor unauthorized or illicit discharge of pollutants.

Sec. 36-266. Discharge Prohibitions and Exemptions.
(a) General prohibition of illicit discharges: No person shall directly or indirectly discharge or cause to be discharged into the stormwater drainage system, including city streets, roads and alleyways, or watercourses, including, but not limited to, any materials that are categorized in section 2.4.5.2 *Sources of Pollution of Waters of the United States* located in the City of Lewiston and Lewis Clark State College NPDES permit #IDS02861.

(b) Specific prohibition of illicit discharges: No person shall directly or indirectly discharge or cause to be discharged into the stormwater drainage system the following pollutants, substances or wastewater, including but not limited to:

(1) Trash or debris; construction materials, including, but not limited to cement and concrete; petroleum products including, but not limited to oil, gasoline, grease, fuel oil, heating oil; antifreeze and other automotive products; metals in excess of naturally occurring amounts, in either particulate of dissolved form; flammable or explosive materials; chemicals not normally found in uncontaminated water; acids, alkalis, or bases; painting products; degreasers and/or solvents; drain cleaners; commercial and household cleaning products; pesticides, herbicides, or fertilizers; steam cleaning or pressure washing wastes; soaps, detergents, or ammonia; chlorinated water from swimming pool, hot tub or fountain water; salt water from swimming pool, hot tub or

fountain water; water used for swimming pool, hot tub or fountain filter backwash; domestic or sanitary sewage; discharge carrying pollutants from roof downspout systems; animal carcasses; food wastes; recreational vehicle wastes; wastewater or process wastewater (including filtered or purified wastewater); any hazardous material or waste not listed above.

(c) The commencement, conduct or continuance of any illicit discharge to the stormwater drainage system is prohibited except as described as follows:

(1) The following discharges are exempt from discharge prohibitions established by this article: uncontaminated water line flushing; landscape irrigation (provided all pesticides, herbicides and fertilizer have been applied in accordance with manufacturer's instructions); diverted stream flows; uncontaminated groundwater infiltration (as defined at 40 CFR § 35.2005(20)) to separate storm sewers; rising groundwaters; uncontaminated pumped groundwater; discharges from potable water sources; foundation drains and footing drains (where flows are not contaminated with process materials such as solvents); uncontaminated air conditioning or compressor condensate; irrigation water; springs; water from crawl space pumps; lawn watering; individual residential car washing; flows from riparian habitats and wetlands; dechlorinated swimming pool and hot tub discharges, these discharges shall be dechlorinated to a concentration of 0.1 ppm or less, pH-adjusted, and volumetrically and velocity controlled to prevent re-suspension of sediments in the stormwater drainage system, routine external building washdown which does not use detergents; street and pavement wash waters where no detergents are used and no spills or leaks of toxic or hazardous materials have occurred (unless all spilled material has been removed); fire hydrant flushing.

(2) Discharges specified in writing by the authorized enforcement agency as being necessary to protect public health and safety.

(3) Dye testing is an allowable discharge but requires a verbal notification to the public works department prior to the time of the test.

(4) The prohibition shall not apply to any non-stormwater discharge permitted under an NPDES permit, waiver, or waste discharge order issued to the discharger and administered under the authority of the EPA, provided that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that written approval has been granted by the city for any discharge to the stormwater drainage system.

Sec. 36-267. Connection prohibitions.

No person shall connect, or cause any connection to be made or maintained, into the stormwater drainage system or watercourse. Th construction, use, maintenance, or continued existence of illicit connections to the stormwater drainage system is prohibited. This prohibition expressly includes, without limitation, illicit connections made prior to the enactment of this article, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection. A person is considered to be in violation of this article if the person connects a line conveying sewage or other non-stormwater

discharge to the stormwater drainage system, or allows such a connection to continue, without written city approval.

Sec. 36-268. Suspension of Municipal Separate Storm Sewer System Access.

(a) Suspension due to illicit discharges in emergency situations: The authorized enforcement agency may, without prior notice, suspend stormwater drainage system discharge access to a person or entity when such suspension is necessary to stop an actual or threatened discharge which presents or may present imminent and substantial danger to the environment, or to the health or welfare of persons, or to the stormwater drainage system or waters of the United States. If the violator fails to comply with a suspension order issued in an emergency, the authorized enforcement agency may take such steps as deemed necessary to prevent or minimize damage to the stormwater drainage system or waters of the United States, or to minimize danger to persons.

(b) Termination due to the detection of illicit discharge: any person discharging to the stormwater drainage system in violation of this article may have their stormwater drainage system access terminated if such termination would abate or reduce an illicit discharge. The authorized enforcement agency will notify a violator of the proposed termination of its stormwater drainage system access. Service of the authorized enforcement agency's written decision may be accomplished by hand-delivery or by mail. If such a decision is hand-delivered, it shall be deemed received immediately. If such a decision is served by mail, it shall be deemed received seventy-two (72) hours after depositing the same in the U.S. mail, first class, certified, or registered; postage prepaid; and addressed to the customer's last known utility billing address.

(c) Written approval required for reinstatement: Any person who reinstates stormwater drainage system access terminated pursuant to this section, without the prior written approval of the authorized enforcement agency is guilty of a misdemeanor.

Sec. 36-269. Industrial or Construction Activity Discharges.

Any person subject to a Construction General Permit (CGP) or Multi Sector General Permit (MSGP) shall comply with all provisions of such permit. Proof of compliance with said permit may be required by the authorized enforcement agency prior to allowing any discharges to the stormwater drainage system.

Sec. 36-270. Monitoring of Discharges.

(a) Applicability: This section applies to all facilities that have stormwater discharges associated with commercial activity and industrial activity, including construction activity.

(b) Access To Facilities:

(1) The authorized enforcement agency shall be permitted to enter and inspect facilities subject to regulation under this article as often as may be necessary to determine compliance with this article. If a discharger has security measures in force which require proper identification and clearance before entry into its premises, the discharger shall make the necessary arrangements to allow access to the authorized representative of the authorized enforcement agency.

(2) Facility operators shall allow the authorized enforcement agency ready access to all parts of the premises for the purposes of inspection, sampling, examination and copying of records that must be kept under the conditions of an NPDES permit to discharge stormwater, and the performance of any additional duties as defined by state and federal law related to said discharges.

(3) The authorized enforcement agency shall have the right to set up on any permitted facility such devices as are necessary in the opinion of the authorized enforcement agency to conduct monitoring and/or sampling of the facility's stormwater discharge.

(4) The authorized enforcement agency has the right to require the discharger to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the discharger at its own expense. All devices used to measure stormwater flow and quality shall be calibrated as required by the manufacturer's operation manual to ensure their accuracy.

(5) Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the operator of the facility at the written or oral request of the authorized enforcement agency and shall not be replaced. The costs of clearing such access shall be borne by the operator.

(6) Unreasonable delays in allowing the authorized enforcement agency access to a permitted facility is a violation of a stormwater discharge permit and of this article. A person who is the operator of a facility with an NPDES permit to discharge stormwater associated with industrial activity commits a misdemeanor offense if the person denies the authorized enforcement agency access to the permitted facility for the purpose of conducting any activity authorized or required by this article.

(7) If the authorized enforcement agency has been refused access to any part of the premises from which stormwater is discharged, and he/she is able to demonstrate probable cause to believe that there may be a violation of this article, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program designed to verify compliance with this article or any order issued hereunder, or to protect the overall public health, safety, and welfare of the community, then the authorized enforcement agency may seek issuance of a search warrant from any court of competent jurisdiction.

Sec. 36-271. Use of Best Management Practices to Prevent, Control and Reduce Stormwater Pollutants Required.

The city shall adopt requirements identifying BMPs for any activity, operation, or facility which may cause or contribute to pollution or contamination of stormwater, the stormwater drainage system, or waters of the United States. The owner or operator of a commercial or industrial establishment shall provide, at their own expense, reasonable protection from accidental discharge of prohibited materials or other wastes into the stormwater drainage system or watercourses through the use of these structural and nonstructural BMPs. Further, any person

responsible for a property or premises, which is, or may be, the source of an illicit discharge, may be required to implement, at said person's expense, additional structural and nonstructural BMPs to prevent the further discharge of pollutants to the stormwater drainage system. Compliance with all terms and conditions of a valid NPDES permit authorizing the discharge of stormwater associated with industrial activity, to the extent practicable, shall be deemed in compliance with the provisions of this section. These BMPs shall be part of a SWPPP as necessary for compliance with requirements of the applicable NPDES permit.

Sec. 36-272. Watercourse Protection.
Every person owning property through which a watercourse passes, shall keep and maintain that part of the watercourse within said person's property free of trash, debris, excessive vegetation, and other obstacles that would pollute, contaminate, or significantly alter the flow of water through the watercourse. In addition, the owner shall maintain existing privately owned structures within or adjacent to a watercourse, so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse.

Sec. 36-273. Notification of Spills.
Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation, has information of any known or suspected release of materials which are resulting or may result in illicit discharges or pollutants discharging into stormwater, the stormwater drainage system, the stormwater drainage system, or waters of the United States, said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of a release of hazardous materials that person must immediately notify emergency response agencies and IDEQ of the occurrence via emergency dispatch services. In the event of a release of nonhazardous materials, said person shall notify the authorized enforcement agency in person or by phone no later than the next business day. Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the stormwater coordinator within three (3) business days of the notice.

If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three (3) years from the date of the discharge.

Sec. 36-274. Violations Constitute Misdemeanors.
The knowing violation of any provision or failure to comply with any requirement of this article shall constitute a misdemeanor and may be punishable by a fine up to one thousand dollars ($1,000.00), imprisonment in the county jail up to six (6) months, or both. Each day on which a violation occurs may constitute a separate criminal offense.

Sec. 36-275. Acts Resulting in Violation of Federal Laws and Regulations.
Any person who violates any provision of this article, or discharges any pollutant or causes pollution, may also be in violation of federal laws or regulations, and may be subject to the sanctions of those laws or regulations, including civil or criminal penalties, notwithstanding any legal action taken by the city.

Sec. 36-276. Violations deemed a public nuisance.

(a) In addition to the criminal penalties provided, any condition caused or permitted to exist in violation of any of the provisions of this article is a threat to public health, safety, and welfare, and is declared and deemed a public nuisance, and may be summarily abated or restored at the violator's expense, and/or a civil action to abate, enjoin, or otherwise compel the cessation of such nuisance may be taken.

(b) Pursuant to Idaho Code §§ 50-334 and 50-1008, if the city causes a public nuisance to be prevented, removed, and/or abated, then, within thirty (30) calendar days of such action, the city shall mail to the property owner a billing statement requiring payment to the city for the actual cost of prevention, removal, and/or abatement of the public nuisance plus an administrative fee. Such administrative fee shall be set by resolution of the Lewiston City Council.

Sec. 36-277. Remedies not exclusive.
The remedies listed in this article are not exclusive of any other remedies available under any applicable federal, state or local law, and it is within the discretion of the authorized enforcement agency to seek cumulative remedies.

Sec. 36-278. Disclaimer of liability.
The degree of protection required by this article is considered reasonable for regulatory purposes and is based on scientific, engineering, and other relevant technical considerations. The standards set forth herein are minimum standards and this article does not imply that compliance will ensure against all unauthorized discharge of pollutants. This article shall not create liability on the part of the city, any agent or employee thereof for any damages that result from reliance on this article, or any administrative decision lawfully made thereunder.

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 OF LEWISTON
SUMMARY OF ORDINANCE NO. 4934

ORDINANCE NO. 4934: AN ORDINANCE OF THE CITY OF LEWISTON ENACTING ARTICLE V TO CHAPTER 36 OF THE LEWISTON CITY CODE, WHICH ARTICLE ESTABLISHES REGULATIONS GOVERNING DISCHARGE TO THE CITY'S STORMWATER DRAINAGE SYSTEM AND PROHIBITING ILLICIT CONNECTIONS AND DISCHARGES TO THE STORMWATER DRAINAGE SYSTEM; AUTHORIZING ACCESS TO REGULATED FACILITIES; REQUIRING NOTIFICATION OF SPILLS; PROVIDING THAT VIOLATIONS OF THE ILLICIT DISCHARGE AND STORMWATER DRAINAGE SYSTEM ORDINANCE ARE MISDEMEANORS PUNISHABLE BY A FINE OF NOT MORE THAN $1,000 DOLLARS OR BY IMPRISONMENT NOT TO EXCEED 180 DAYS OR BOTH; AND PROVIDING AN EFFECTIVE DATE.

Section 1 enacts a new Article V to Chapter 36 (Water, Wastewater, and Stormwater) of Lewiston City Code establishing regulations governing non-stormwater discharges to the City's stormwater drainage system and establishes methods to control the introduction of pollutants into the municipal separate storm sewer system. Lewiston City Code § 36-274 provides that the knowing violation of any provision or failure to comply with any requirement of Article V shall constitute a misdemeanor and may be punishable by a fine up to One Thousand Dollars ($1,000), imprisonment in the county jail up to six (6) months, or both, with each day on which a violation occurs constituting a separate criminal offense. Lewiston City Code § 36-275 provides that any person who violates Article V, or discharges a pollutant or causes pollution, may also be in violation of federal laws or regulations, and may be subject to the sanctions of those laws or regulations, including civil or criminal penalties, notwithstanding any legal action taken by the City of Lewiston. Lewiston City Code § 36-276 provides: (a) In addition to the criminal penalties provided, any condition caused or permitted to exist in violation of any of the provisions of this article is a threat to public health, safety, and welfare, and is declared and deemed a public nuisance, and may be summarily abated or restored at the violator's expense, and/or a civil action to abate, enjoin, or otherwise compel the cessation of such nuisance may be taken. (b) Pursuant to Idaho Code §§ 50-334 and 50-1008, if the city causes a public nuisance to be prevented, removed, and/or abated, then, within thirty (30) calendar days of such action, the city shall mail to the property owner a billing statement requiring payment to the city for the actual cost of prevention, removal, and/or abatement of the public nuisance plus an administrative fee. Such administrative fee shall be set by resolution of the Lewiston City Council. Lewiston City Code § 36-277 provides that remedies are not exclusive of any other remedies available under any applicable federal, state or local law and that such remedies may be cumulative. Section 2 provides an effective date.

Ordinance No. 4934 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, JENNIFER TENGONO, City Attorney, reviewed the foregoing Summary of Ordinance No. 4934. The summary is true and complete and provides adequate notice to the public pursuant to Idaho Code § 50-901A.

Dated this _____ day of _____ 2025.

_____
JENNIFER TENGONO
City Attorney