



**Lewiston City Council
REGULAR MEETING AGENDA
January 27, 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. CITIZENS COMMENTS

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

IV. PRESENTATIONS

A. INTERNATIONAL HOLOCAUST REMEMBRANCE DAY

PROCLAMATION: Proclaiming January 27, 2025 as International Holocaust Remembrance Day (Mayor Johnson)

B. NOVEMBER FINANCIAL REPORT: Financial report for the month ended November 30, 2024, in accordance with Idaho Code § 50-208 - No Oral Report (Finance Director Gordon)

C. DECEMBER FINANCIAL REPORT: Financial report for the month ended December 31, 2024, in accordance with Idaho Code § 50-208 - Oral Report (Finance Director Gordon)

V. CONSENT AGENDA

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

A. CITY COUNCIL MINUTES: Considering approval of the minutes of the following meetings: 1/06/2025 Work Session; 1/06/2025 Executive Session; and 1/13/2025 Regular - Action Item

B. ADVISORY BOARD AND COMMISSION MINUTES: Accepting the minutes of the following meetings: 12/12/2024 Urban Renewal Agency; 12/11/2024 Planning and Zoning Commission; 12/05/2024 and 12/19/2024 Historic Preservation Commission; and 12/18/2024 Library Board of Trustees - Action Item

C. VOUCHER'S PAYABLE: Considering approval of the Voucher's Payable dated 12/28/2024 - 1/09/2025 in the amount of \$1,992,311.39 - Action Item

- D. **FINAL PLAT - VALLEY VISTA HEIGHTS, BLOCK 18:** Considering approving the Valley Vista Heights, Block 18 final plat, and associated Reasoned Statement of Relevant Criteria and Standards, which proposes to subdivide approximately 0.71 acres of property located within Stages 2 & 5 of the Valley Vista Planned Unit Development into 2 Lots - Action Item

VI. **ACTIVE AGENDA**

- A. **ADVISORY BOARD AND COMMISSION APPOINTMENTS:** Action Item
1. **HISTORIC PRESERVATION COMMISSION:** Considering the reappointment of Laurinda Riggs to an additional three (3) year term - Action Item
 2. **CEMETERY AND URBAN FORESTRY COMMISSION:** Considering the appointment of Elizabeth Goetzinger to a three (3) year term - Action Item
 3. **PARKS AND RECREATION COMMISSION:** Considering the appointment of Jill Carlson-Balmer to a three (3) year term - Action Item
- B. **COUNCIL LIAISON APPOINTMENTS:** Appointing Councilors to serve as the City's representative to the Association of Idaho Cities and Valley Vision - Action Item (Mayor Johnson)
- C. **SECOND AMENDMENT TO COLLECTIVE BARGAINING AGREEMENT - F.O.P. LEWIS-CLARK LODGE #10:** Considering approving the Second Amendment to the Collective Bargaining Agreement between the City of Lewiston and the Fraternal Order of Police Lewis-Clark Lodge #10 and authorizing the Mayor to execute the amendment - Action Item (Human Resources Director Province)
- D. **DECISION ON RECONSIDERATION OF ZNC24-4:** Considering approval of the Decision on Reconsideration of ZNC24-4 - Action Item (City Planner Plaskon)
- E. **RESOLUTION 2025-1:** Considering accepting a temporary emergency services access easement from Brian L. Steele and Diana J. Steele to the City of Lewiston - Action Item (Public Works Director Johnson)
- F. **IFB-25-003 SITE C INTAKE RECONSTRUCTION, PHASE 1:** Considering approving IFB-25-003, Site C Intake Reconstruction, Phase I construction contract between Halme Construction, Inc. and the City of Lewiston in the amount of \$6,700,000 and authorizing the Mayor to sign the contract - Action Item (Public Works Director Johnson)
- G. **IFB-25-004 17TH STREET SIDEWALK INFILL 13TH AVENUE TO 15TH AVENUE:** Considering awarding IFB-25-004 17th St Sidewalk Infill; 13th Ave to 15th Ave (TR064) construction contract to LaRiviere, Inc. in the amount of \$325,975.80 and authorizing the Mayor to sign the contract - Action Item (Public Works Director Johnson)
- H. **IFB-25-005 COMMUNITY CENTER HVAC REPLACEMENT:** Considering awarding IFB-25-005 Community Center HVAC Replacement to Mangum Construction, LLC for the total amount of \$212,000 and authorizing the Mayor to execute the contract - Action Item (Parks & Recreation Facilities Maintenance Supervisor Warren)

I. ORDINANCES

1. FIRST READING

- a. **ORDINANCE 4938**: Considering amending Lewiston City Code Section 35-81(1) relating to the service of a parking violation notice - Action Item (Community Development Director Grow)
- b. **ORDINANCE 4932**: Considering implementing the City Council's decision in ZNC24-4, declaring that certain real property be removed from the Community Commercial (C-3) Zone to the Medium Density Residential (R-3) Zone and amending the official zoning map of the City of Lewiston - Action Item (City Planner Plaskon)

2. SECOND/THIRD READINGS

- a. **ORDINANCE 4936**: Considering 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 multifamily residences under Section 37-124.1; and amending Lewiston City Code Section 37-82(7) to permit multifamily residential uses not on the ground floor - Action Item (City Planner Plaskon)

3. ADOPTION AND APPROVAL OF ORDINANCE SUMMARIES

- a. **ORDINANCE 4936**: Action Item

VII. ITEMS MOVED FROM THE CONSENT AGENDA - Action Item

VIII. UNFINISHED AND NEW BUSINESS

- A. **CITY COUNCILOR COMMENTS**: Comments shall not be related to an item currently before the City Council or an item that may come before the City Council in the foreseeable future, and shall be limited to comments, not discussion.
- B. **CITY BOARDS AND COMMISSIONS LIAISON UPDATES**
- C. **MAYOR COMMENTS**
- D. **AGENDA TOPICS**: Action Item

IX. ADJOURNMENT - Action Item

The City of Lewiston is committed to providing access and reasonable accommodation in its services, programs, and activities and encourages qualified persons with disabilities to participate. If you anticipate needing any type of accommodation or have questions about the physical access provided at this meeting, please contact Nikki Province, ADA Coordinator, at least forty-eight (48) hours in advance of the meeting at 208-746-3671 x 6211.

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Proclamation

City of Lewiston, Idaho

WHEREAS, January 27 marks International Holocaust Remembrance Day, designated by the United Nations General Assembly to commemorate the anniversary of the liberation of Auschwitz-Birkenau, the largest Nazi concentration and extermination camp; and

WHEREAS, January 27, 2025, marks 80 years since the liberation; and

WHEREAS, today and every day, we remember and honor the memory of the six million Jews who were systematically murdered by Adolph Hitler and the Nazis, along with millions of other innocent victims, including people with disabilities, political dissidents, and others targeted for persecution; and

WHEREAS, antisemitism has been defined by the International Holocaust Remembrance Alliance as "a certain perception of Jews, which may be expressed as hatred toward Jews. Rhetorical and physical manifestations of antisemitism are directed toward Jewish or non-Jewish individuals and/or their property, toward Jewish community institutions and religious facilities;" and

WHEREAS, International Holocaust Remembrance Day serves as a solemn reminder of the dangers of hatred, bigotry, and antisemitism, and underscores the importance of education, vigilance, and action to prevent such atrocities from occurring again; and

WHEREAS, the City of Lewiston reaffirms its commitment to promoting tolerance, understanding, and human dignity, while standing against all forms of hatred and discrimination; and

WHEREAS, it is our duty to ensure that the lessons of the Holocaust remain a cornerstone of our collective memory and honor the resilience of those who survived and rebuilt their lives;

NOW THEREFORE, I, Dan Johnson, Mayor of the City of Lewiston, proclaim January 27, 2025 as "**INTERNATIONAL HOLOCAUST REMEMBRANCE DAY**" in the City of Lewiston, Idaho and call upon all residents to join in solemn remembrance of the victims, educate themselves about the Holocaust, and commit to building a more tolerant and compassionate society.



IN WITNESS WHEREOF, I HAVE HEREUNTO
SET MY HAND AND SEAL OF THE CITY OF
LEWISTON, IDAHO, TO BE AFFIXED HERETO
THIS 27TH DAY OF JANUARY 2025.

DANIEL G. JOHNSON, MAYOR
LEWISTON, IDAHO

CITY OF LEWISTON
MONTHLY FINANCIAL REPORT
For the Two Months Ended November 30, 2024

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

GENERAL FUND

UNDEFINED

	MTD <u>REVENUES</u>	YTD <u>REVENUES</u>	<u>BUDGET</u>	<u>% USED</u>	MTD <u>EXPENSES</u>	YTD <u>EXPENSES</u>	<u>BUDGET</u>	<u>% USED</u>
Grants	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	
Intergovernmental	12,824	12,824	5,212,430	0.25%	-	-	-	
Licenses & Permits	619	1,111	6,700	16.58%	-	-	-	
Other	(67)	67	1,374,130	0.00%	-	-	-	
Property Tax	147	147	17,233,030	0.00%	-	-	-	
Service Charges	144,072	288,144	1,728,860	16.67%	-	-	-	
Interest	48,953	102,817	615,450	16.71%	-	-	-	
Total	\$ 206,548	\$ 405,110	\$ 26,170,600	1.55%	\$ -	\$ -	\$ -	

LEGISLATIVE

Personnel Services	\$ -	\$ -	\$ -		\$ 14,209	\$ 28,419	\$ 171,060	16.61%
Supplies & Materials	-	-	-		-	12	1,200	0.96%
Services & Charges	-	-	-		40,645	60,434	307,180	19.67%
Capital	-	-	-		-	-	4,000	0.00%
Total	\$ -	\$ -	\$ -		\$ 54,854	\$ 88,864	\$ 483,440	18.38%

EXECUTIVE

Personnel Services	\$ -	\$ -	\$ -		\$ 20,843	\$ 36,610	\$ 267,310	13.70%
Supplies & Materials	-	-	-		219	334	3,050	10.94%
Services & Charges	-	-	-		3,361	6,456	71,330	9.05%
Capital	-	-	-		-	-	2,500	0.00%
Total	\$ -	\$ -	\$ -		\$ 24,424	\$ 43,399	\$ 344,190	12.61%

HUMAN RESOURCES

Personnel Services	\$ -	\$ -	\$ -		\$ 26,859	\$ 46,599	\$ 351,830	13.24%
Supplies & Materials	-	-	-		67	79	8,300	0.95%
Services & Charges	-	-	-		16,449	23,953	208,540	11.49%
Capital	-	-	-		-	-	1,600	0.00%
Total	\$ -	\$ -	\$ -		\$ 43,374	\$ 70,631	\$ 570,270	12.39%

	<u>MTD</u>	<u>YTD</u>			<u>MTD</u>	<u>YTD</u>		
	<u>REVENUES</u>	<u>REVENUES</u>	<u>BUDGET</u>	<u>% USED</u>	<u>EXPENSES</u>	<u>EXPENSES</u>	<u>BUDGET</u>	<u>% USED</u>
LEGAL								
Personnel Services	\$ -	\$ -	\$ -		\$ 19,859	\$ 34,310	\$ 461,430	7.44%
Supplies & Materials	-	-	-		17	75	3,600	2.08%
Services & Charges	-	-	-		20,456	33,205	184,600	17.99%
Capital	-	-	-		-	-	1,030	0.00%
Total	\$ -	\$ -	\$ -		\$ 40,332	\$ 67,590	\$ 650,660	10.39%
PARKS & FACILITIES								
Other	\$ 26	\$ 476	\$ 6,500	7.33%	\$ -	\$ -	\$ -	
Service Charges	-	-	43,000	0.00%	-	-	-	
Personnel Services	-	-	-		139,558	263,916	1,963,550	13.44%
Supplies & Materials	-	-	-		9,821	16,840	259,070	6.50%
Services & Charges	-	-	-		81,140	161,915	1,250,610	12.95%
Capital	-	-	-		-	-	32,000	0.00%
Total	\$ 26	\$ 476	\$ 49,500	0.96%	\$ 230,519	\$ 442,671	\$ 3,505,230	12.63%
POLICE								
Grants	\$ 1,797	\$ 7,613	\$ 53,500	14.23%	\$ -	\$ -	\$ -	
Other	2,360	6,738	45,500	14.81%	-	-	-	
Service Charges	250	250	259,700	0.10%	-	-	-	
Personnel Services	-	-	-		583,202	1,078,982	8,076,030	13.36%
Supplies & Materials	-	-	-		8,373	31,812	224,140	14.19%
Services & Charges	-	-	-		84,936	181,176	1,273,920	14.22%
Capital	-	-	-		470	732	177,170	0.41%
Total	\$ 4,407	\$ 14,601	\$ 358,700	4.07%	\$ 676,981	\$ 1,292,702	\$ 9,751,260	13.26%
FIRE								
Grants	\$ -	\$ -	\$ 325,000	0.00%	\$ -	\$ -	\$ -	
Intergovernmental	-	-	360,000	0.00%	-	-	-	
Licenses & Permits	1,794	3,505	26,000	13.48%	-	-	-	
Other	1,095	1,095	6,460	16.96%	-	-	-	
Service Charges	(31,029)	(49,299)	2,893,000	-1.70%	-	-	-	
Personnel Services	-	-	-		677,843	1,292,309	8,878,600	14.56%
Supplies & Materials	-	-	-		12,090	20,478	324,230	6.32%
Services & Charges	-	-	-		142,093	290,640	1,551,850	18.73%
Capital	-	-	-		3,558	6,428	359,320	1.79%
Total	\$ (28,140)	\$ (44,699)	\$ 3,610,460	-1.24%	\$ 835,584	\$ 1,609,856	\$ 11,114,000	14.48%

	MTD <u>REVENUES</u>	YTD <u>REVENUES</u>	<u>BUDGET</u>	<u>% USED</u>	MTD <u>EXPENSES</u>	YTD <u>EXPENSES</u>	<u>BUDGET</u>	<u>% USED</u>
COMMUNITY DEVELOPMENT								
Grants	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	
Licenses & Permits	123,326	247,768	1,227,500	20.18%	-	-	-	
Other	-	-	5,000	0.00%				
Service Charges	2,100	4,200	26,400	15.91%	-	-	-	
Personnel Services	-	-	-		112,481	200,036	1,487,440	13.45%
Supplies & Materials	-	-	-		1,940	2,948	39,080	7.54%
Services & Charges	-	-	-		16,383	30,916	279,380	11.07%
Capital	-	-	-		-	-	19,600	0.00%
Total	\$ 125,426	\$ 251,968	\$ 1,258,900	20.01%	\$ 130,803	\$ 233,899	\$ 1,825,500	12.81%
RECREATION								
Intergovernmental	\$ -	\$ -	\$ 4,000	0.00%	\$ -	\$ -	\$ -	
Other	3,275	3,559	26,100	13.64%	-	-	-	
Service Charges	16,077	52,960	453,000	11.69%	-	-	-	
Interest	-	-	-	-	-	-	-	
Personnel Services	-	-	-		34,250	58,631	438,480	13.37%
Supplies & Materials	-	-	-		4,240	9,361	164,250	5.70%
Services & Charges	-	-	-		9,259	15,325	163,670	9.36%
Capital	-	-	-		-	-	6,500	0.00%
Total	\$ 19,352	\$ 56,519	\$ 483,100	11.70%	\$ 47,748	\$ 83,317	\$ 772,900	10.78%
FINANCE								
Service Charges	\$ 21,820	\$ 41,930	\$ 210,000	19.97%	\$ -	\$ -	\$ -	
Personnel Services	-	-	-		98,379	167,213	1,218,700	13.72%
Supplies & Materials	-	-	-		897	6,428	76,750	8.38%
Services & Charges	-	-	-		15,407	39,589	332,210	11.92%
Capital	-	-	-		-	-	3,500	0.00%
Total	21,820	41,930	210,000	19.97%	114,682	213,230	1,631,160	13.07%
CONTINGENCY								
Services & Charges			\$ -		\$ -	\$ -	\$ 200,000	0.00%
Total	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ 200,000	0.00%
PUBLIC SAFETY								
Capital			\$ -		\$ -	\$ -	\$ -	0.00%
Total	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
PROPERTY IMPROVEMENTS								
Other	\$ -	\$ -	\$ 5,300,000	0.00%	\$ -	\$ -	\$ -	
Capital					-	-	5,680,000	0.00%
Total	\$ -	\$ -	\$ 5,300,000	0.00%	\$ -	\$ -	\$ 5,680,000	0.00%

	<u>MTD</u>	<u>YTD</u>			<u>MTD</u>	<u>YTD</u>		
	<u>REVENUES</u>	<u>REVENUES</u>	<u>BUDGET</u>	<u>% USED</u>	<u>EXPENSES</u>	<u>EXPENSES</u>	<u>BUDGET</u>	<u>% USED</u>
GOLF COURSE								
Service Charges	\$ (14,669)	\$ 82	\$ 237,100	0.03%	\$ -	\$ -	\$ -	0.00%
Services & Charges	-	-			8,988	51,972	272,840	19.05%
Capital	-	-	-		-	-	122,500	0.00%
Total	\$ (14,669)	\$ 82	\$ 237,100	0.03%	\$ 8,988	\$ 51,972	\$ 395,340	13.15%
OPIOID SETTLEMENT								
Other	\$ -	\$ 13,053	\$ 180,000	0.00%	\$ -	\$ -	\$ -	
Services & Charges	-	-	-		3,500	3,530	247,180	1.43%
Total	\$ -	\$ 13,053	\$ 180,000	7.25%	\$ 3,500	\$ 3,530	\$ 247,180	1.43%
INSURANCE TRUST								
Other	\$ -	\$ 824	\$ 25,000	3.30%	\$ -	\$ -	\$ -	
Interest	42	86	500	17.18%	-	-	-	
Supplies & Materials	-	-	-		-	-	-	0.00%
Services & Charges	-	-	-		2,653	463,440	512,730	90.39%
Total	\$ 42	\$ 910	\$ 25,500	3.57%	\$ 2,653	\$ 463,440	\$ 512,730	90.39%
UNCOLLECTIBLE ACCOUNTS								
Services & Charges	\$ -	\$ -	\$ -		\$ 16,667	\$ 33,334	\$ 200,000	16.67%
Total	\$ -	\$ -	\$ -	0.00%	\$ 16,667	\$ 33,334	\$ 200,000	16.67%
TOTAL GENERAL FUND	\$ 334,811	\$ 739,950	\$ 37,883,860	1.95%	\$ 2,231,110	\$ 4,698,434	\$ 37,883,860	12.4%

	MTD	YTD			MTD	YTD		
	<u>REVENUES</u>	<u>REVENUES</u>	<u>BUDGET</u>	<u>% USED</u>	<u>EXPENSES</u>	<u>EXPENSES</u>	<u>BUDGET</u>	<u>% USED</u>
CAPITAL PROJECTS FUND								
PARKS & FACILITIES								
Grants	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	
Other	214	474	40,000	1.18%	-	-	-	
Property Tax	-	-	100,000	0.00%	-	-	-	
Service Charges	-	-	-	0.00%	-	-	-	
Interest	2,439	5,383	20,000	26.92%	-	-	-	
Capital					10,297	10,297	160,000	6.44%
Total	\$ 2,654	\$ 5,857	\$ 160,000	3.66%	\$ 10,297	\$ 10,297	\$ 160,000	6.44%
TRANSPORTATION								
Grants	\$ -	\$ -	\$ 4,822,070	0.00%	\$ -	\$ -	\$ -	
Intergovernmental	-	-	990,930	0.00%	-	-	-	
Other	-	-	(1,645,440)	0.00%	-	-	-	
Property Tax	-	-	2,821,000	0.00%	-	-	-	
Interest	23,966	49,871	100,000	49.87%	-	-	-	
Services & Charges	-	-	-		28,936	28,936	347,280	8.33%
Capital	-	-	-		-	-	6,741,280	0.00%
Total	\$ 23,966	\$ 49,871	\$ 7,088,560	0.70%	\$ 28,936	\$ 28,936	\$ 7,088,560	0.41%
LIBRARY								
Other	\$ 58	\$ 112	\$ 41,000	0.27%	\$ -	\$ -	\$ -	
Property Tax	-	-	-	0.00%	-	-	-	
Interest	108	229	1,500	15.24%	-	-	-	
Capital	-	-	-		-	-	42,500	0.00%
Total	\$ 166	\$ 341	\$ 42,500	0.80%	\$ -	\$ -	\$ 42,500	0.00%
TOTAL CAPITAL PROJECTS FUND	\$ 26,786	\$ 56,069	\$ 7,291,060	0.77%	\$ 39,233	\$ 39,233	\$ 7,291,060	0.5%
WORKERS COMP TRUST								
INSURANCE TRUST								
Other	\$ 62,917	\$ 125,833	\$ 790,500	15.92%	\$ -	\$ -	\$ -	
Interest	5,293	10,620	55,000	19.31%	-	-	-	
Supplies & Materials	-	-	-		-	-	500	0.00%
Services & Charges	-	-	-		71,439	71,439	845,000	8.45%
TOTAL WORKERS COMP FUND	\$ 68,210	\$ 136,453	\$ 845,500	16.14%	\$ 71,439	\$ 71,439	\$ 845,500	8.4%

	MTD	YTD			MTD	YTD		
	<u>REVENUES</u>	<u>REVENUES</u>	<u>BUDGET</u>	<u>% USED</u>	<u>EXPENSES</u>	<u>EXPENSES</u>	<u>BUDGET</u>	<u>% USED</u>
WATER FUND								
WATER								
Grants	\$ -	\$ -	\$ 6,700,000	0.00%	\$ -	\$ -	\$ -	
Intergovernmental	-	-	65,720	0.00%	-	-	-	
Other	10	2,207	2,583,380	0.09%	-	-	-	
Service Charges	635,122	1,429,898	8,478,430	16.87%	-	-	-	
Interest	33,934	69,736	260,000	26.82%	-	-	-	
Personnel Services	-	-	-		198,515	336,262	2,444,960	13.75%
Supplies & Materials	-	-	-		14,957	85,138	606,630	14.03%
Services & Charges	-	-	-		309,385	670,396	3,986,810	16.82%
Capital	-	-	-		57,358	1,056,441	11,049,130	9.56%
TOTAL WATER FUND	\$ 669,066	\$ 1,501,841	\$ 18,087,530	8.30%	\$ 580,214	\$ 2,148,236	\$ 18,087,530	11.9%

WASTEWATER FUND

WASTEWATER								
Grants	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	
Intergovernmental	374,031	377,437	3,707,910	10.18%	-	-	-	
Other	17,886	36,508	10,992,330	0.33%	-	-	-	
Service Charges	621,760	1,242,663	7,145,690	17.39%	-	-	-	
Interest	92,357	191,128	460,000	41.55%	-	-	-	
Personnel Services	-	-	-		166,639	278,544	2,303,490	12.09%
Supplies & Materials	-	-	-		27,434	63,072	585,100	10.78%
Services & Charges	-	-	-		311,716	688,380	4,261,530	16.15%
Capital	-	-	-		463,211	463,348	15,155,810	3.06%
TOTAL WASTEWATER FUND	\$ 1,106,034	\$ 1,847,736	\$ 22,305,930	8.28%	\$ 969,001	\$ 1,493,345	\$ 22,305,930	6.7%

STORMWATER FUND

STORMWATER								
Grants	\$ -	\$ -	\$ 543,750	0.00%	\$ -	\$ -	\$ -	
Other	-	-	(76,980)	0.00%	-	-	-	
Service Charges	199,093	398,125	2,200,000	18.10%	-	-	-	
Interest	5,861	11,884	-	0.00%	-	-	-	
Personnel Services	-	-	-		28,094	51,296	381,890	13.43%
Supplies & Materials	-	-	-		965	2,003	112,700	1.78%
Services & Charges	-	-	-		39,548	95,699	910,060	10.52%
Capital	-	-	-		25,231	25,231	1,262,120	2.00%
TOTAL STORMWATER FUND	\$ 204,954	\$ 410,008	\$ 2,666,770	15.37%	\$ 93,838	\$ 174,228	\$ 2,666,770	6.5%

	MTD	YTD			MTD	YTD		
	<u>REVENUES</u>	<u>REVENUES</u>	<u>BUDGET</u>	<u>% USED</u>	<u>EXPENSES</u>	<u>EXPENSES</u>	<u>BUDGET</u>	<u>% USED</u>
SANITATION FUND								
SANITATION								
Grants	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	
Other	4,783	8,667	(17,250)	-50.24%	-	-	-	
Service Charges	596,655	1,185,319	7,391,900	16.04%	-	-	-	
Interest	21,510	44,702	105,000	42.57%	-	-	-	
Personnel Services	-	-	-		39,389	67,691	519,540	13.03%
Supplies & Materials	-	-	-		376	909	31,100	2.92%
Services & Charges	-	-	-		521,695	889,543	6,559,510	13.56%
Capital	-	-	-		-	-	369,500	0.00%
TOTAL SANITATION FUND	\$ 622,947	\$ 1,238,688	\$ 7,479,650	16.56%	\$ 561,460	\$ 958,143	\$ 7,479,650	12.8%
CEMETERY FUND								
CEMETERY								
Other	\$ 480	\$ 480	\$ 144,020	0.33%	\$ -	\$ -	\$ -	
Property Tax	-	-	100,000	0.00%	-	-	-	
Service Charges	4,554	9,311	53,650	17.36%	-	-	-	
Interest	1,458	3,009	15,000	20.06%	-	-	-	
Interfund Transfer	-	-	50,000	0.00%	-	-	-	
Personnel Services	-	-	-		9,583	16,843	131,940	12.77%
Supplies & Materials	-	-	-		618	1,288	12,500	10.30%
Services & Charges	-	-	-		10,173	12,393	117,730	10.53%
Capital	-	-	-		-	1,476	100,500	1.47%
TOTAL CEMETERY FUND	\$ 6,492	\$ 12,800	\$ 362,670	3.53%	\$ 20,375	\$ 32,000	\$ 362,670	8.8%
ECONOMIC DEVELOPMENT FUND								
ECONOMIC DEVELOPMENT								
Grants	\$ 46,038	\$ 25,445	\$ 450,000	5.65%	\$ -	\$ -	\$ -	
Licenses & Permits	-	-	-	0.00%	-	-	-	
Other	148	148	3,489,260	0.00%	-	-	-	
Interest	20,533	38,237	97,500	39.22%	-	-	-	
Capital	-	-	-		9,313	55,351	4,036,760	1.37%
TOTAL ECONOMIC DEVELOPMENT	\$ 66,719	\$ 63,830	\$ 4,036,760	1.58%	\$ 9,313	\$ 55,351	\$ 4,036,760	1.4%

	<u>MTD</u>	<u>YTD</u>	<u>BUDGET</u>	<u>% USED</u>	<u>MTD</u>	<u>YTD</u>	<u>BUDGET</u>	<u>% USED</u>
	<u>REVENUES</u>	<u>REVENUES</u>			<u>EXPENSES</u>	<u>EXPENSES</u>		
TRANSPORTATION & ENGINEERING FUND								
TRANSPORTATION								
Grants	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	
Intergovernmental	4	4	1,043,890	0.00%	-	-	-	
Licenses & Permits	2,011	4,082	20,000	20.41%	-	-	-	
Other	14,253	46,555	116,970	39.80%	-	-	-	
Property Taxes	-	-	2,113,620	0.00%	-	-	-	
Service Charges	6,359	44,044	1,344,370	3.28%	-	-	-	
Interest	5,987	12,081	35,000	34.52%	-	-	-	
Personnel Services	-	-	-		162,978	294,897	2,456,050	12.01%
Supplies & Materials	-	-	-		6,760	17,218	445,270	3.87%
Services & Charges	-	-	-		133,892	259,289	1,611,830	16.09%
Capital	-	-	-		8,877	41,977	160,700	26.12%
TOTAL TRANSPORTATION FUND	\$ 28,615	\$ 106,766	\$ 4,673,850	2.28%	\$ 312,507	\$ 613,380	\$ 4,673,850	13.1%
LIBRARY FUND								
LIBRARY								
Grants	\$ 1,725	\$ 5,225	\$ 12,000	43.54%	\$ -	\$ -	\$ -	
Intergovernmental	-	-	100	0.00%				
Other	370	570	105,500	0.54%				
Property Taxes	-	-	1,475,500	0.00%				
Service Charges	1,043	1,196	4,500	26.57%				
Interest	1,134	2,774	20,860	13.30%	-	-	-	
Personnel Services					86,850	151,471	1,190,510	12.72%
Supplies & Materials					12,069	21,615	139,950	15.44%
Services & Charges					17,598	43,097	270,000	15.96%
Capital	-	-	-		299	299	18,000	1.66%
TOTAL LIBRARY FUND	\$ 4,272	\$ 9,764	\$ 1,618,460	0.60%	\$ 116,816	\$ 216,482	\$ 1,618,460	13.4%

	MTD	YTD			MTD	YTD		
	<u>REVENUES</u>	<u>REVENUES</u>	<u>BUDGET</u>	<u>% USED</u>	<u>EXPENSES</u>	<u>EXPENSES</u>	<u>BUDGET</u>	<u>% USED</u>
FLEET MAINTENANCE								
FLEET								
Grants	\$ -	\$ -	\$ 251,200	0.00%	\$ -	\$ -	\$ -	
Intergovernmental	-	-	15,700	0.00%				
Other	(30)	(30)	(385,370)	0%				
Service Charges	236,819	467,996	2,657,790	17.61%				
Interest	5,628	10,982	35,000	31.38%	-	-	-	
Personnel Services					48,979	86,100	630,800	13.65%
Supplies & Materials					11,679	25,297	266,730	9.48%
Services & Charges					70,063	135,708	899,290	15.09%
Capital	-	-	-		-	-	777,500	0.00%
TOTAL FLEET MAINTENANCE	\$ 242,416	\$ 478,948	\$ 2,574,320	18.60%	\$ 130,721	\$ 247,106	\$ 2,574,320	9.6%

INFORMATION SYSTEMS

INFORMATION SYSTEMS								
Grants	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	
Other	1,300	1,400	35,350	3.96%	-	-	-	
Service Charges	124,059	248,168	1,488,030	16.68%				
Interest	1,342	3,100	9,550	32.46%	-	-	-	
Personnel Services					58,177	100,253	782,130	12.82%
Supplies & Materials					-	-	3,500	0.00%
Services & Charges					34,437	228,447	575,300	39.71%
Capital	-	-	-		9,147	90,227	172,000	52.46%
TOTAL INFORMATION SYSTEMS	\$ 126,701	\$ 252,668	\$ 1,532,930	16.48%	\$ 101,761	\$ 418,927	\$ 1,532,930	27.3%

	MTD	YTD			MTD	YTD		
	<u>REVENUES</u>	<u>REVENUES</u>	<u>BUDGET</u>	<u>% USED</u>	<u>EXPENSES</u>	<u>EXPENSES</u>	<u>BUDGET</u>	<u>% USED</u>
POLICE RETIREMENT								
POLICE RETIREMENT								
Other	\$ 442,623	\$ 274,583	\$ 1,220,000	22.51%	\$ -	\$ -	\$ -	
Property Tax	-	-	-	0.00%				
Interest	40,728	61,537	245,000	25.12%				
Services & Charges					100,950	202,191	1,465,000	13.80%
TOTAL POLICE RETIREMENT	\$ 483,351	\$ 336,120	\$ 1,465,000	22.94%	\$ 100,950	\$ 202,191	\$ 1,465,000	13.8%

TRANSIT FUND

TRANSIT								
Grants	\$ -	\$ -	\$ 666,000	0.00%	\$ -	\$ -	\$ -	
Intergovernmental	-	-	96,100	0.00%	-	-	-	
Other	-	-	180,690	0.00%	-	-	-	
Property Tax	-	-	353,500	0.00%	-	-	-	
Service Charges	3,514	7,528	44,200	17.03%	-	-	-	
Interest	2,439	5,143	18,000	28.57%				
Personnel Services					74,747	133,396	985,430	13.54%
Supplies & Materials	-	-	-		5,636	11,332	90,200	12.56%
Services & Charges					13,469	35,800	215,360	16.62%
Capital	-	-	-		15,833	15,833	67,500	23.46%
TOTAL TRANSIT FUND	\$ 5,953	\$ 12,671	\$ 1,358,490	0.93%	\$ 109,685	\$ 196,361	\$ 1,358,490	14.5%

CEMETERY PERPETUAL CARE

CEMETERY PERPETUAL CARE								
Other	\$ -	\$ -	\$ 34,000	0.00%	\$ -	\$ -	\$ -	
Service Charges	149	461	3,000	15.37%				
Interest	-	-	17,000	0.00%				
Services & Charges	-				-	-	4,000	0.00%
Interfund Transfers	-	-	-		-	-	50,000	0.00%
TOTAL PERPETUAL CARE	\$ 149	\$ 461	\$ 54,000	0.85%	\$ -	\$ -	\$ 54,000	0.0%

GRAND TOTAL OF ALL FUNDS	\$ 3,997,475	\$ 7,204,774	\$ 114,236,780	6.31%	\$ 5,448,425	\$ 11,564,858	\$ 114,236,780	10.12%
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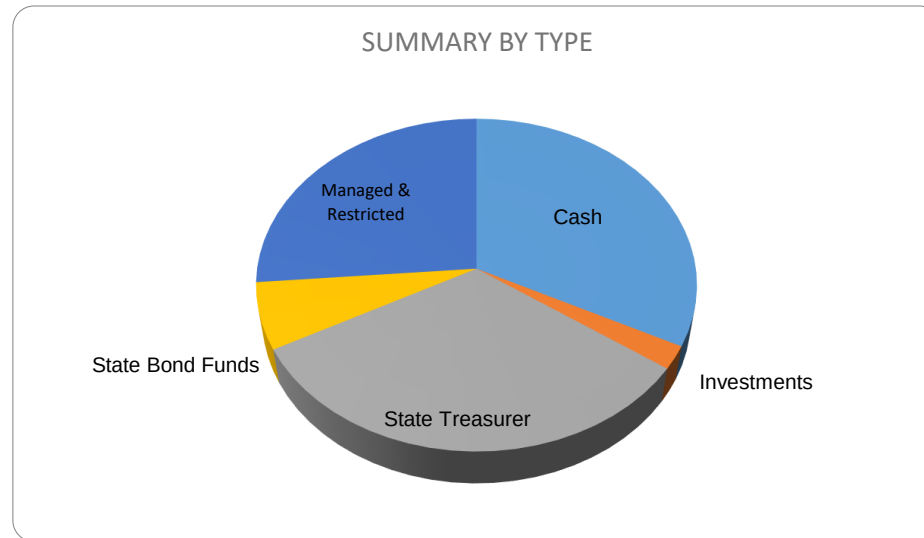
[Citizens are invited to inspect the detailed supporting records of the above financial statements](#)

FUND	BANK	CASH IN BANK	MM & CD INVESTMENTS	STATE TREASURER'S POOL	DIVERSIFIED BOND FUNDS	OTHER	TOTAL
GENERAL	WELLS FARGO	\$ 1,059,534	\$ -	\$ -	\$ -	\$ -	\$ 1,059,534
	LCCU	-	-	-	-	5	5
	P1FCU	-	250,000	-	-	41	250,041
	ICCU	-	-	-	-	25	25
	FNWCU	-	267,310	-	-	5	267,315
	STATE TREASURER	-	-	6,331,493	3,509,041	-	9,840,534
	UMPQUA	-	-	-	-	612,031	612,031
	ZIONS	-	265,020	-	-	147,284	412,304
	STCU	-	250,000	-	-	-	250,000
GENERAL FUND TOTAL		\$ 1,059,534	\$ 1,032,330	\$ 6,331,493	\$ 3,509,041	\$ 759,392	\$ 12,691,789
CAPITAL	WELLS FARGO	3,058,736	-	-	-	-	3,058,736
	STATE TREASURER	-	-	4,146,841	-	-	4,146,841
CAPITAL FUND TOTAL		\$ 3,058,736	\$ -	\$ 4,146,841	\$ -	\$ -	\$ 7,205,578
WORKER'S COMP	WELLS FARGO	160,831	-	-	-	-	160,831
	GLACIER	-	-	-	-	40,000	40,000
	STATE TREASURER	-	-	363	1,675,883	-	1,676,246
WORKER'S COMP FUND TOTAL		\$ 160,831	\$ -	\$ 363	\$ 1,675,883	\$ 40,000	\$ 1,877,077
WATER	WELLS FARGO	6,287,420	-	-	-	663,813	6,951,233
	BANNER BANK	-	-	-	-	209,425	209,425
	STATE TREASURER	-	-	1,627,962	638	1,926,018	3,554,619
WATER FUND TOTAL		\$ 6,287,420	\$ -	\$ 1,627,962	\$ 638	\$ 2,799,256	\$ 10,715,276
WASTEWATER	WELLS FARGO	9,936,143	-	-	-	713,769	10,649,912
	BANNER BANK	-	-	-	-	1,083,770	1,083,770
	P1FCU	-	-	-	-	-	-
	ICCU	-	250,000	-	-	-	250,000
	STATE TREASURER	-	-	10,653,969	718,326	3,182,427	14,554,722
WASTEWATER FUND TOTAL		\$ 9,936,143	\$ 250,000	\$ 10,653,969	\$ 718,326	\$ 4,979,967	\$ 26,538,405
SANITATION	WELLS FARGO	2,896,372	-	-	-	-	2,896,372
	LCCU	-	255,983	-	-	-	255,983
	P1FCU	-	254,927	-	-	-	254,927
	STATE TREASURER	-	-	2,651,390	-	-	2,651,390
SANITATION FUND TOTAL		\$ 2,896,372	\$ 510,910	\$ 2,651,390	\$ -	\$ -	\$ 6,058,673
STORMWATER	WELLS FARGO	1,672,685	-	-	-	-	1,672,685
STORMWATER FUND TOTAL		\$ 1,672,685	\$ -	\$ -	\$ -	\$ -	\$ 1,672,685

FUND	BANK	CASH IN BANK	MM & CD INVESTMENTS	STATE TREASURER'S POOL	DIVERSIFIED BOND FUNDS	OTHER	TOTAL
CEMETERY	WELLS FARGO	398,864	-	-	-	-	398,864
CEMETERY FUND TOTAL		\$ 398,864	\$ -	\$ -	\$ -	\$ -	\$ 398,864
ECONOMIC DEVELOPMENT	WELLS FARGO	992,353	-	-	-	-	992,353
	STATE TREASURER			3,278,239			3,278,239
ECONOMIC DEVELOPMENT FUND TOTAL		\$ 992,353	\$ -	\$ 3,278,239	\$ -	\$ -	\$ 4,270,593
TRANSPORTATION	WELLS FARGO	1,052,389	-	-	-	-	1,052,389
	ZIONS	-	265,847	-	-	-	265,847
	STATE TREASURER	-	-	215,060	-	-	215,060
TRANSPORTATION FUND TOTAL		\$ 1,052,389	\$ 265,847	\$ 215,060	\$ -	\$ -	\$ 1,533,296
LIBRARY	WELLS FARGO	225,995	-	-	-	-	225,995
	STATE TREASURER			10,439			10,439
LIBRARY FUND TOTAL		\$ 225,995	\$ -	\$ 10,439	\$ -	\$ -	\$ 236,434
FLEET	WELLS FARGO	1,133,034	-	-	-	-	1,133,034
	STATE TREASURER	-	-	556,546	-	-	556,546
FLEET FUND TOTAL		\$ 1,133,034	\$ -	\$ 556,546	\$ -	\$ -	\$ 1,689,579
IT	WELLS FARGO	185,268	-	-	-	-	185,268
	STATE TREASURER			222,548			222,548
IT FUND TOTAL		\$ 185,268	\$ -	\$ 222,548	\$ -	\$ -	\$ 407,816
POLICE RETIREMENT	US BANK	-	-	-	-	14,244,005	14,244,005
POLICE RETIREMENT FUND TOTAL		\$ -	\$ -	\$ -	\$ -	\$ 14,244,005	\$ 14,244,005
PUBLIC TRANSIT	WELLS FARGO	548,442	-	-	-	-	548,442
PUBLIC TRANSIT FUND TOTAL		\$ 548,442	\$ -	\$ -	\$ -	\$ -	\$ 548,442
PERPETUAL CARE	US BANK	-	-	-	-	1,177,093	1,177,093
PERPETUAL CARE FUND TOTAL		\$ -	\$ -	\$ -	\$ -	\$ 1,177,093	\$ 1,177,093
GRAND TOTALS		\$ 29,608,067	\$ 2,059,087	\$ 29,694,851	\$ 5,903,888	\$ 23,999,712	\$ 91,265,605

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

FUND	BANK	CASH IN BANK	MM & CD INVESTMENTS	STATE TREASURER'S POOL	DIVERSIFIED BOND FUNDS	OTHER	TOTAL
SUMMARY BY BANK	WELLS FARGO	\$ 29,608,067	\$ -	\$ -	\$ -	\$ 1,377,582	\$ 30,985,649
	BANNER BANK	-	-	-	-	1,293,195	1,293,195
	FNWCU	-	267,310	-	-	5	267,315
	ICCU	-	250,000	-	-	25	250,025
	LCCU	-	255,983	-	-	5	255,989
	P1FCU	-	504,927	-	-	41	504,968
	STCU	-	250,000	-	-	-	250,000
	MOUNTAIN WEST	-	-	-	-	40,000	40,000
	STATE TREASURER	-	-	29,694,851	5,903,888	5,108,445	40,707,185
	UMPQUA	-	-	-	-	612,031	612,031
	ZIONS	-	530,866	-	-	147,284	678,151
	US BANK	-	-	-	-	15,421,098	15,421,098
TOTALS		\$ 29,608,067	\$ 2,059,087	\$ 29,694,851	\$ 5,903,888	\$ 23,999,712	\$ 91,265,605



CITY OF LEWISTON
MONTHLY FINANCIAL REPORT
For the Three Months Ended December 31, 2024

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

GENERAL FUND

UNDEFINED

	MTD <u>REVENUES</u>	YTD <u>REVENUES</u>	<u>BUDGET</u>	<u>% USED</u>	MTD <u>EXPENSES</u>	YTD <u>EXPENSES</u>	<u>BUDGET</u>	<u>% USED</u>
Grants	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	
Intergovernmental	1,062,456	1,075,280	5,212,430	20.63%	-	-	-	
Licenses & Permits	444	1,555	6,700	23.21%	-	-	-	
Other	(502)	(436)	1,374,130	-0.03%	-	-	-	
Property Tax	247,224	247,371	17,233,030	1.44%	-	-	-	
Service Charges	144,072	432,216	1,728,860	25.00%	-	-	-	
Interest	53,343	156,160	615,450	25.37%	-	-	-	
Total	\$ 1,507,037	\$ 1,912,146	\$ 26,170,600	7.31%	\$ -	\$ -	\$ -	

LEGISLATIVE

Personnel Services	\$ -	\$ -	\$ -		\$ 14,875	\$ 43,294	\$ 171,060	25.31%
Supplies & Materials	-	-	-		47	58	1,200	4.87%
Services & Charges	-	-	-		12,721	73,155	307,180	23.82%
Capital	-	-	-		-	-	4,000	0.00%
Total	\$ -	\$ -	\$ -		\$ 27,643	\$ 116,508	\$ 483,440	24.10%

EXECUTIVE

Personnel Services	\$ -	\$ -	\$ -		\$ 20,841	\$ 57,451	\$ 267,310	21.49%
Supplies & Materials	-	-	-		111	445	3,050	14.59%
Services & Charges	-	-	-		3,607	10,062	71,330	14.11%
Capital	-	-	-		-	-	2,500	0.00%
Total	\$ -	\$ -	\$ -		\$ 24,559	\$ 67,958	\$ 344,190	19.74%

HUMAN RESOURCES

Personnel Services	\$ -	\$ -	\$ -		\$ 27,178	\$ 73,776	\$ 351,830	20.97%
Supplies & Materials	-	-	-		141	220	8,300	2.65%
Services & Charges	-	-	-		20,928	44,881	208,540	21.52%
Capital	-	-	-		-	-	1,600	0.00%
Total	\$ -	\$ -	\$ -		\$ 48,247	\$ 118,878	\$ 570,270	20.85%

	<u>MTD</u>	<u>YTD</u>	<u>BUDGET</u>	<u>% USED</u>	<u>MTD</u>	<u>YTD</u>	<u>BUDGET</u>	<u>% USED</u>
	<u>REVENUES</u>	<u>REVENUES</u>			<u>EXPENSES</u>	<u>EXPENSES</u>		
LEGAL								
Personnel Services	\$ -	\$ -	\$ -		\$ 20,723	\$ 55,033	\$ 461,430	11.93%
Supplies & Materials	-	-	-		43	118	3,600	3.28%
Services & Charges	-	-	-		25,578	58,784	184,600	31.84%
Capital	-	-	-		-	-	1,030	0.00%
Total	\$ -	\$ -	\$ -		\$ 46,345	\$ 113,934	\$ 650,660	17.51%
PARKS & FACILITIES								
Other	\$ -	\$ 476	\$ 6,500	7.33%	\$ -	\$ -	\$ -	
Service Charges	-	-	43,000	0.00%	-	-	-	
Personnel Services	-	-	-		139,750	403,666	1,943,610	20.77%
Supplies & Materials	-	-	-		9,755	26,595	259,070	10.27%
Services & Charges	-	-	-		97,636	259,551	1,270,550	20.43%
Capital	-	-	-		-	-	32,000	0.00%
Total	\$ -	\$ 476	\$ 49,500	0.96%	\$ 247,141	\$ 689,812	\$ 3,505,230	19.68%
POLICE								
Grants	\$ 1,524	\$ 9,137	\$ 53,500	17.08%	\$ -	\$ -	\$ -	
Other	8,936	15,675	45,500	34.45%	-	-	-	
Service Charges	220	470	259,700	0.18%	-	-	-	
Personnel Services	-	-	-		576,911	1,655,893	8,076,030	20.50%
Supplies & Materials	-	-	-		9,391	41,203	224,140	18.38%
Services & Charges	-	-	-		78,575	259,751	1,273,920	20.39%
Capital	-	-	-		16,610	17,342	177,170	9.79%
Total	\$ 10,681	\$ 25,282	\$ 358,700	7.05%	\$ 681,487	\$ 1,974,189	\$ 9,751,260	20.25%
FIRE								
Grants	\$ 38,000	\$ 38,000	\$ 325,000	11.69%	\$ -	\$ -	\$ -	
Intergovernmental	-	-	360,000	0.00%	-	-	-	
Licenses & Permits	5,012	8,516	26,000	32.75%	-	-	-	
Other	-	1,095	6,460	16.96%	-	-	-	
Service Charges	(91,280)	(140,579)	2,893,000	-4.86%	-	-	-	
Personnel Services	-	-	-		835,434	2,127,743	8,924,540	23.84%
Supplies & Materials	-	-	-		57,658	78,136	324,230	24.10%
Services & Charges	-	-	-		128,958	419,599	1,505,910	27.86%
Capital	-	-	-		163	6,591	359,320	1.83%
Total	\$ (48,268)	\$ (92,968)	\$ 3,610,460	-2.57%	\$ 1,022,213	\$ 2,632,069	\$ 11,114,000	23.68%

	MTD <u>REVENUES</u>	YTD <u>REVENUES</u>	<u>BUDGET</u>	<u>% USED</u>	MTD <u>EXPENSES</u>	YTD <u>EXPENSES</u>	<u>BUDGET</u>	<u>% USED</u>
COMMUNITY DEVELOPMENT								
Grants	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	
Licenses & Permits	127,629	375,397	1,227,500	30.58%	-	-	-	
Other	744	744	5,000	0.00%				
Service Charges	2,100	6,300	26,400	23.86%	-	-	-	
Personnel Services	-	-	-		113,774	313,810	1,487,440	21.10%
Supplies & Materials	-	-	-		1,061	4,008	39,080	10.26%
Services & Charges	-	-	-		15,284	46,200	279,380	16.54%
Capital	-	-	-		-	-	19,600	0.00%
Total	\$ 130,473	\$ 382,441	\$ 1,258,900	30.38%	\$ 130,119	\$ 364,018	\$ 1,825,500	19.94%
RECREATION								
Intergovernmental	\$ -	\$ -	\$ 4,000	0.00%	\$ -	\$ -	\$ -	
Other	50	3,609	26,100	13.83%	-	-	-	
Service Charges	22,889	75,849	453,000	16.74%	-	-	-	
Interest	-	-	-	-	-	-	-	
Personnel Services	-	-	-		33,297	91,929	438,480	20.97%
Supplies & Materials	-	-	-		10,163	19,524	164,250	11.89%
Services & Charges	-	-	-		13,397	28,722	163,670	17.55%
Capital	-	-	-		899	899	6,500	13.83%
Total	\$ 22,939	\$ 79,458	\$ 483,100	16.45%	\$ 57,756	\$ 141,073	\$ 772,900	18.25%
FINANCE								
Service Charges	\$ 18,620	\$ 60,550	\$ 210,000	28.83%	\$ -	\$ -	\$ -	
Personnel Services	-	-	-		85,962	253,175	1,218,700	20.77%
Supplies & Materials	-	-	-		5,332	11,760	76,750	15.32%
Services & Charges	-	-	-		14,791	54,380	332,210	16.37%
Capital	-	-	-		-	-	3,500	0.00%
Total	18,620	60,550	210,000	28.83%	106,086	319,315	1,631,160	19.58%
CONTINGENCY								
Services & Charges			\$ -		\$ -	\$ -	\$ 200,000	0.00%
Total	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ 200,000	0.00%
PUBLIC SAFETY								
Capital			\$ -		\$ -	\$ -	\$ -	0.00%
Total	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	0.00%
PROPERTY IMPROVEMENTS								
Other	\$ -	\$ -	\$ 5,300,000	0.00%	\$ -	\$ -	\$ -	
Capital					4,188	4,188	5,680,000	0.07%
Total	\$ -	\$ -	\$ 5,300,000	0.00%	\$ 4,188	\$ 4,188	\$ 5,680,000	0.07%

	<u>MTD</u>	<u>YTD</u>			<u>MTD</u>	<u>YTD</u>		
	<u>REVENUES</u>	<u>REVENUES</u>	<u>BUDGET</u>	<u>% USED</u>	<u>EXPENSES</u>	<u>EXPENSES</u>	<u>BUDGET</u>	<u>% USED</u>
GOLF COURSE								
Service Charges	\$ (10,421)	\$ (10,339)	\$ 237,100	-4.36%	\$ -	\$ -	\$ -	0.00%
Services & Charges	-	-			8,988	60,960	272,840	22.34%
Capital	-	-	-		-	-	122,500	0.00%
Total	\$ (10,421)	\$ (10,339)	\$ 237,100	-4.36%	\$ 8,988	\$ 60,960	\$ 395,340	15.42%
OPIOID SETTLEMENT								
Other	\$ -	\$ 13,053	\$ 180,000	0.00%	\$ -	\$ -	\$ -	
Services & Charges	-	-	-		-	3,530	247,180	1.43%
Total	\$ -	\$ 13,053	\$ 180,000	7.25%	\$ -	\$ 3,530	\$ 247,180	1.43%
INSURANCE TRUST								
Other	\$ -	\$ 824	\$ 25,000	3.30%	\$ -	\$ -	\$ -	
Interest	46	132	500	26.34%	-	-	-	
Supplies & Materials	-	-	-		-	-	-	0.00%
Services & Charges	-	-	-		7,485	470,924	512,730	91.85%
Total	\$ 46	\$ 956	\$ 25,500	3.75%	\$ 7,485	\$ 470,924	\$ 512,730	91.85%
UNCOLLECTIBLE ACCOUNTS								
Services & Charges	\$ -	\$ -	\$ -		\$ 16,667	\$ 50,001	\$ 200,000	25.00%
Total	\$ -	\$ -	\$ -	0.00%	\$ 16,667	\$ 50,001	\$ 200,000	25.00%
TOTAL GENERAL FUND	\$ 1,631,106	\$ 2,371,056	\$ 37,883,860	6.26%	\$ 2,428,923	\$ 7,127,358	\$ 37,883,860	18.8%

	MTD		YTD			MTD		YTD		
	<u>REVENUES</u>		<u>REVENUES</u>	<u>BUDGET</u>	<u>% USED</u>	<u>EXPENSES</u>		<u>EXPENSES</u>	<u>BUDGET</u>	<u>% USED</u>
CAPITAL PROJECTS FUND										
PARKS & FACILITIES										
Grants	\$ -	\$ -	\$ -		0.00%	\$ -	\$ -	\$ -		
Other	295	769	40,000		1.92%	-	-	-		
Property Tax	-	-	100,000		0.00%	-	-	-		
Service Charges	-	-	-		0.00%	-	-	-		
Interest	2,414	7,797	20,000		38.98%	-	-	-		
Capital						1,917	12,214	160,000		7.63%
Total	\$ 2,709	\$ 8,566	\$ 160,000		5.35%	\$ 1,917	\$ 12,214	\$ 160,000		7.63%
TRANSPORTATION										
Grants	\$ -	\$ -	\$ 4,822,070		0.00%	\$ -	\$ -	\$ -		
Intergovernmental	100,000	100,000	990,930		10.09%	-	-	-		
Other	-	-	(1,645,440)		0.00%	-	-	-		
Property Tax	-	-	2,821,000		0.00%	-	-	-		
Interest	22,971	72,842	100,000		72.84%	-	-	-		
Services & Charges	-	-	-			28,936	57,872	347,280		16.66%
Capital	-	-	-			12,433	12,433	6,741,280		0.18%
Total	\$ 122,971	\$ 172,842	\$ 7,088,560		2.44%	\$ 41,369	\$ 70,305	\$ 7,088,560		0.99%
LIBRARY										
Other	\$ 5,062	\$ 5,174	\$ 41,000		12.62%	\$ -	\$ -	\$ -		
Property Tax	-	-	-		0.00%	-	-	-		
Interest	114	342	1,500		22.82%	-	-	-		
Capital	-	-	-			-	-	42,500		0.00%
Total	\$ 5,175	\$ 5,516	\$ 42,500		12.98%	\$ -	\$ -	\$ 42,500		0.00%
TOTAL CAPITAL PROJECTS FUND										
	\$ 130,855	\$ 186,924	\$ 7,291,060		2.56%	\$ 43,286	\$ 82,519	\$ 7,291,060		1.1%
WORKERS COMP TRUST										
INSURANCE TRUST										
Other	\$ 62,917	\$ 188,750	\$ 790,500		23.88%	\$ -	\$ -	\$ -		
Interest	5,509	16,129	55,000		29.33%	-	-	-		
Supplies & Materials	-	-	-			-	-	500		0.00%
Services & Charges	-	-	-			823	72,262	845,000		8.55%
TOTAL WORKERS COMP FUND										
	\$ 68,426	\$ 204,879	\$ 845,500		24.23%	\$ 823	\$ 72,262	\$ 845,500		8.5%

	MTD	YTD			MTD	YTD		
	<u>REVENUES</u>	<u>REVENUES</u>	<u>BUDGET</u>	<u>% USED</u>	<u>EXPENSES</u>	<u>EXPENSES</u>	<u>BUDGET</u>	<u>% USED</u>
WATER FUND								
WATER								
Grants	\$ -	\$ -	\$ 6,700,000	0.00%	\$ -	\$ -	\$ -	
Intergovernmental	-	-	65,720	0.00%	-	-	-	
Other	289,135	291,342	2,583,380	11.28%	-	-	-	
Service Charges	510,083	1,939,981	8,478,430	22.88%	-	-	-	
Interest	34,214	103,949	260,000	39.98%	-	-	-	
Personnel Services	-	-	-		201,377	537,639	2,444,960	21.99%
Supplies & Materials	-	-	-		35,932	121,070	605,230	20.00%
Services & Charges	-	-	-		280,318	950,714	3,986,810	23.85%
Capital	-	-	-		33,511	1,089,951	11,050,530	9.86%
TOTAL WATER FUND	\$ 833,432	\$ 2,335,273	\$ 18,087,530	12.91%	\$ 551,138	\$ 2,699,374	\$ 18,087,530	14.9%

WASTEWATER FUND

WASTEWATER								
Grants	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	
Intergovernmental	360,671	738,108	3,707,910	19.91%	-	-	-	
Other	94,128	130,636	10,992,330	1.19%	-	-	-	
Service Charges	599,472	1,842,135	7,145,690	25.78%	-	-	-	
Interest	91,880	283,008	460,000	61.52%	-	-	-	
Personnel Services	-	-	-		173,416	451,960	2,303,490	19.62%
Supplies & Materials	-	-	-		19,296	82,368	585,100	14.08%
Services & Charges	-	-	-		314,458	1,002,838	4,261,530	23.53%
Capital	-	-	-		575,990	1,039,338	15,155,810	6.86%
TOTAL WASTEWATER FUND	\$ 1,146,151	\$ 2,993,887	\$ 22,305,930	13.42%	\$ 1,083,160	\$ 2,576,505	\$ 22,305,930	11.6%

STORMWATER FUND

STORMWATER								
Grants	\$ -	\$ -	\$ 543,750	0.00%	\$ -	\$ -	\$ -	
Other	-	-	(76,980)	0.00%	-	-	-	
Service Charges	199,027	597,151	2,200,000	27.14%	-	-	-	
Interest	6,077	17,961	-	0.00%	-	-	-	
Personnel Services	-	-	-		26,266	77,562	381,890	20.31%
Supplies & Materials	-	-	-		362	2,365	112,700	2.10%
Services & Charges	-	-	-		39,325	135,023	910,060	14.84%
Capital	-	-	-		77,831	103,062	1,262,120	8.17%
TOTAL STORMWATER FUND	\$ 205,104	\$ 615,112	\$ 2,666,770	23.07%	\$ 143,783	\$ 318,012	\$ 2,666,770	11.9%

	MTD	YTD			MTD	YTD		
	<u>REVENUES</u>	<u>REVENUES</u>	<u>BUDGET</u>	<u>% USED</u>	<u>EXPENSES</u>	<u>EXPENSES</u>	<u>BUDGET</u>	<u>% USED</u>
SANITATION FUND								
SANITATION								
Grants	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	
Other	-	8,667	(17,250)	-50.24%	-	-	-	
Service Charges	621,769	1,807,088	7,391,900	24.45%	-	-	-	
Interest	26,901	71,603	105,000	68.19%	-	-	-	
Personnel Services	-	-	-		39,707	107,398	519,540	20.67%
Supplies & Materials	-	-	-		559	1,468	31,100	4.72%
Services & Charges	-	-	-		598,684	1,488,228	6,559,510	22.69%
Capital	-	-	-		-	-	369,500	0.00%
TOTAL SANITATION FUND	\$ 648,670	\$ 1,887,358	\$ 7,479,650	25.23%	\$ 638,951	\$ 1,597,094	\$ 7,479,650	21.4%
CEMETERY FUND								
CEMETERY								
Other	\$ 120	\$ 600	\$ 144,020	0.42%	\$ -	\$ -	\$ -	
Property Tax	-	-	100,000	0.00%	-	-	-	
Service Charges	1,953	11,264	53,650	21.00%	-	-	-	
Interest	1,350	4,359	15,000	29.06%	-	-	-	
Interfund Transfer	-	-	50,000	0.00%	-	-	-	
Personnel Services	-	-	-		7,357	24,200	131,940	18.34%
Supplies & Materials	-	-	-		1,081	2,368	12,500	18.95%
Services & Charges	-	-	-		11,475	23,869	117,730	20.27%
Capital	-	-	-		-	1,476	100,500	1.47%
TOTAL CEMETERY FUND	\$ 3,423	\$ 16,223	\$ 362,670	4.47%	\$ 19,913	\$ 51,913	\$ 362,670	14.3%
ECONOMIC DEVELOPMENT FUND								
ECONOMIC DEVELOPMENT								
Grants	\$ -	\$ 25,445	\$ 450,000	5.65%	\$ -	\$ -	\$ -	
Licenses & Permits	-	-	-	0.00%	-	-	-	
Other	-	148	3,489,260	0.00%	-	-	-	
Interest	16,512	54,749	97,500	56.15%	-	-	-	
Capital	-	-	-		8,429	63,781	4,036,760	1.58%
TOTAL ECONOMIC DEVELOPMENT	\$ 16,512	\$ 80,342	\$ 4,036,760	1.99%	\$ 8,429	\$ 63,781	\$ 4,036,760	1.6%

	<u>MTD</u>	<u>YTD</u>	<u>BUDGET</u>	<u>% USED</u>	<u>MTD</u>	<u>YTD</u>	<u>BUDGET</u>	<u>% USED</u>
	<u>REVENUES</u>	<u>REVENUES</u>			<u>EXPENSES</u>	<u>EXPENSES</u>		
TRANSPORTATION & ENGINEERING FUND								
TRANSPORTATION								
Grants	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	
Intergovernmental	322,500	322,504	1,043,890	30.89%	-	-	-	
Licenses & Permits	2,538	6,620	20,000	33.10%	-	-	-	
Other	1,058	47,613	116,970	40.71%	-	-	-	
Property Taxes	-	-	2,113,620	0.00%	-	-	-	
Service Charges	184,718	228,762	1,344,370	17.02%	-	-	-	
Interest	4,866	16,947	35,000	48.42%	-	-	-	
Personnel Services	-	-	-		172,629	467,526	2,456,050	19.04%
Supplies & Materials	-	-	-		19,411	36,628	445,670	8.22%
Services & Charges	-	-	-		112,675	371,964	1,610,930	23.09%
Capital	-	-	-		959	42,936	161,200	26.64%
TOTAL TRANSPORTATION FUND	\$ 515,680	\$ 622,447	\$ 4,673,850	13.32%	\$ 305,675	\$ 919,055	\$ 4,673,850	19.7%
LIBRARY FUND								
LIBRARY								
Grants	\$ -	\$ 5,225	\$ 12,000	43.54%	\$ -	\$ -	\$ -	
Intergovernmental	-	-	100	0.00%				
Other	279	849	105,500	0.80%				
Property Taxes	-	-	1,475,500	0.00%				
Service Charges	459	1,655	4,500	36.77%				
Interest	656	3,430	20,860	16.44%	-	-	-	
Personnel Services					89,322	240,794	1,190,510	20.23%
Supplies & Materials					17,549	39,164	139,950	27.98%
Services & Charges					19,182	62,278	270,000	23.07%
Capital	-	-	-		3,708	4,007	18,000	22.26%
TOTAL LIBRARY FUND	\$ 1,394	\$ 11,158	\$ 1,618,460	0.69%	\$ 129,761	\$ 346,243	\$ 1,618,460	21.4%

	MTD	YTD			MTD	YTD		
	<u>REVENUES</u>	<u>REVENUES</u>	<u>BUDGET</u>	<u>% USED</u>	<u>EXPENSES</u>	<u>EXPENSES</u>	<u>BUDGET</u>	<u>% USED</u>
FLEET MAINTENANCE								
FLEET								
Grants	\$ -	\$ -	\$ 251,200	0.00%	\$ -	\$ -	\$ -	
Intergovernmental	-	-	15,700	0.00%				
Other	7	(23)	(385,370)	0%				
Service Charges	234,809	702,805	2,657,790	26.44%				
Interest	4,894	15,876	35,000	45.36%	-	-	-	
Personnel Services					51,660	137,760	630,800	21.84%
Supplies & Materials					21,070	46,368	266,730	17.38%
Services & Charges					70,374	206,082	899,290	22.92%
Capital	-	-	-		386,528	386,528	777,500	49.71%
TOTAL FLEET MAINTENANCE	\$ 239,710	\$ 718,658	\$ 2,574,320	27.92%	\$ 529,632	\$ 776,738	\$ 2,574,320	30.2%

INFORMATION SYSTEMS

INFORMATION SYSTEMS								
Grants	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	
Other	3,056	4,456	35,350	12.61%	-	-	-	
Service Charges	124,009	372,177	1,488,030	25.01%				
Interest	1,403	4,503	9,550	47.15%	-	-	-	
Personnel Services					58,427	158,680	782,130	20.29%
Supplies & Materials					129	129	3,500	3.68%
Services & Charges					36,362	264,809	575,300	46.03%
Capital	-	-	-		6,401	96,628	172,000	56.18%
TOTAL INFORMATION SYSTEMS	\$ 128,469	\$ 381,136	\$ 1,532,930	24.86%	\$ 101,319	\$ 520,246	\$ 1,532,930	33.9%

	MTD	YTD			MTD	YTD		
	<u>REVENUES</u>	<u>REVENUES</u>	<u>BUDGET</u>	<u>% USED</u>	<u>EXPENSES</u>	<u>EXPENSES</u>	<u>BUDGET</u>	<u>% USED</u>
POLICE RETIREMENT								
POLICE RETIREMENT								
Other	\$ (432,562)	\$ (157,979)	\$ 1,220,000	-12.95%	\$ -	\$ -	\$ -	
Property Tax	-	-	-	0.00%				
Interest	55,310	116,847	245,000	47.69%				
Services & Charges					101,208	303,399	1,465,000	20.71%
TOTAL POLICE RETIREMENT	\$ (377,252)	\$ (41,132)	\$ 1,465,000	-2.81%	\$ 101,208	\$ 303,399	\$ 1,465,000	20.7%

TRANSIT FUND

TRANSIT								
Grants	\$ -	\$ -	\$ 666,000	0.00%	\$ -	\$ -	\$ -	
Intergovernmental	-	-	96,100	0.00%	-	-	-	
Other	-	-	180,690	0.00%	-	-	-	
Property Tax	-	-	353,500	0.00%	-	-	-	
Service Charges	3,217	10,744	44,200	24.31%	-	-	-	
Interest	2,035	7,179	18,000	39.88%				
Personnel Services					76,014	209,409	985,430	21.25%
Supplies & Materials	-	-	-		5,007	16,340	90,200	18.12%
Services & Charges					9,481	45,281	215,360	21.03%
Capital	-	-	-		355,022	370,855	67,500	549.41%
TOTAL TRANSIT FUND	\$ 5,252	\$ 17,923	\$ 1,358,490	1.32%	\$ 445,524	\$ 641,885	\$ 1,358,490	47.2%

CEMETERY PERPETUAL CARE

CEMETERY PERPETUAL CARE								
Other	\$ 3,225	\$ 3,225	\$ 34,000	9.49%	\$ -	\$ -	\$ -	
Service Charges	121	582	3,000	19.40%				
Interest	8,179	8,179	17,000	48.11%				
Services & Charges	-				909	909	4,000	22.72%
Interfund Transfers	-	-	-		50,000	-	50,000	0.00%
TOTAL PERPETUAL CARE	\$ 11,525	\$ 11,986	\$ 54,000	22.20%	\$ 50,909	\$ 909	\$ 54,000	1.7%

GRAND TOTAL OF ALL FUNDS	\$ 5,208,456	\$ 12,413,230	\$ 114,236,780	10.87%	\$ 6,582,434	\$ 18,097,291	\$ 114,236,780	15.84%
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Citizens are invited to inspect the detailed supporting records of the above financial statements

CITY OF LEWISTON TREASURY REPORT - 12/31/24

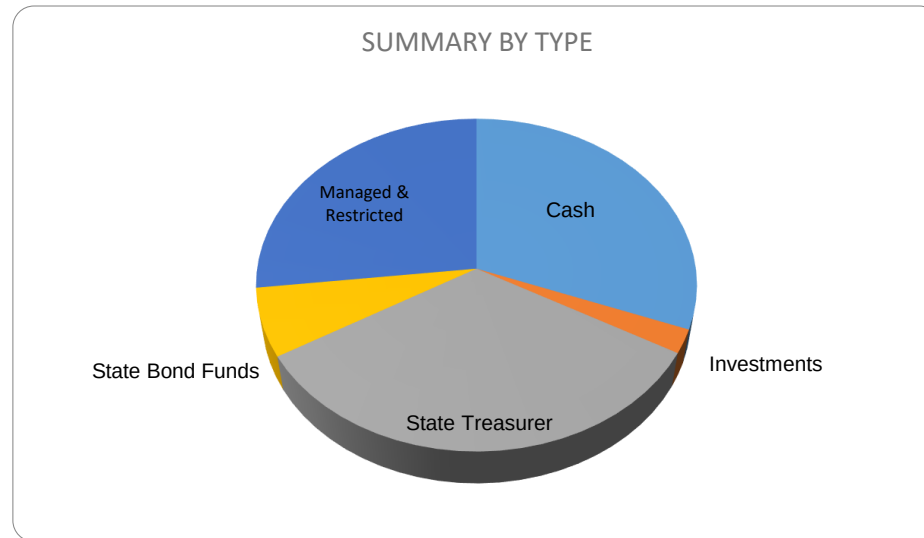
FUND	BANK	CASH IN BANK	MM & CD INVESTMENTS	STATE TREASURER'S POOL	DIVERSIFIED BOND FUNDS	OTHER	TOTAL
GENERAL	WELLS FARGO	\$ 1,118,374	\$ -	\$ -	\$ -	\$ -	\$ 1,118,374
	LCCU	-	-	-	-	5	5
	P1FCU	-	251,702	-	-	41	251,743
	ICCU	-	-	-	-	25	25
	FNWCU	-	250,000	-	-	5	250,005
	STATE TREASURER	-	-	4,860,811	3,519,400	-	8,380,211
	UMPQUA	-	-	-	-	612,031	612,031
	ZIONS	-	265,672	-	-	147,330	413,002
	STCU	-	252,598	-	-	-	252,598
GENERAL FUND TOTAL		\$ 1,118,374	\$ 1,019,972	\$ 4,860,811	\$ 3,519,400	\$ 759,438	\$ 11,277,995
CAPITAL	WELLS FARGO	2,864,478	-	-	-	-	2,864,478
	STATE TREASURER	-	-	4,163,424	-	-	4,163,424
CAPITAL FUND TOTAL		\$ 2,864,478	\$ -	\$ 4,163,424	\$ -	\$ -	\$ 7,027,902
WORKER'S COMP	WELLS FARGO	223,485	-	-	-	-	223,485
	GLACIER	-	-	-	-	40,000	40,000
	STATE TREASURER	-	-	365	1,680,831	-	1,681,195
WORKER'S COMP FUND TOTAL		\$ 223,485	\$ -	\$ 365	\$ 1,680,831	\$ 40,000	\$ 1,944,680
WATER	WELLS FARGO	6,855,322	-	-	-	663,813	7,519,135
	BANNER BANK	-	-	-	-	244,746	244,746
	STATE TREASURER	-	-	1,634,472	640	1,933,720	3,568,833
WATER FUND TOTAL		\$ 6,855,322	\$ -	\$ 1,634,472	\$ 640	\$ 2,842,279	\$ 11,332,713
WASTEWATER	WELLS FARGO	8,271,424	-	-	-	1,070,654	9,342,078
	BANNER BANK	-	-	-	-	1,109,531	1,109,531
	P1FCU	-	-	-	-	-	-
	ICCU	-	250,775	-	-	-	250,775
	STATE TREASURER	-	-	12,192,575	720,446	3,195,153	16,108,174
WASTEWATER FUND TOTAL		\$ 8,271,424	\$ 250,775	\$ 12,192,575	\$ 720,446	\$ 5,375,338	\$ 26,810,558
SANITATION	WELLS FARGO	2,919,125	-	-	-	-	2,919,125
	LCCU	-	259,223	-	-	-	259,223
	P1FCU	-	257,895	-	-	-	257,895
	STATE TREASURER	-	-	2,661,993	-	-	2,661,993
SANITATION FUND TOTAL		\$ 2,919,125	\$ 517,118	\$ 2,661,993	\$ -	\$ -	\$ 6,098,236
STORMWATER	WELLS FARGO	1,746,703	-	-	-	-	1,746,703
STORMWATER FUND TOTAL		\$ 1,746,703	\$ -	\$ -	\$ -	\$ -	\$ 1,746,703

CITY OF LEWISTON TREASURY REPORT - 12/31/24

FUND	BANK	CASH IN BANK	MM & CD INVESTMENTS	STATE TREASURER'S POOL	DIVERSIFIED BOND FUNDS	OTHER	TOTAL
CEMETERY	WELLS FARGO	382,448	-	-	-	-	382,448
CEMETERY FUND TOTAL		\$ 382,448	\$ -	\$ -	\$ -	\$ -	\$ 382,448
ECONOMIC DEVELOPMENT	WELLS FARGO	973,717	-	-	-	-	973,717
	STATE TREASURER			3,291,349			3,291,349
ECONOMIC DEVELOPMENT FUND TOTAL		\$ 973,717	\$ -	\$ 3,291,349	\$ -	\$ -	\$ 4,265,065
TRANSPORTATION	WELLS FARGO	792,107	-	-	-	-	792,107
	ZIONS	-	266,501	-	-	-	266,501
	STATE TREASURER	-	-	215,920	-	-	215,920
TRANSPORTATION FUND TOTAL		\$ 792,107	\$ 266,501	\$ 215,920	\$ -	\$ -	\$ 1,274,529
LIBRARY	WELLS FARGO	99,762	-	-	-	-	99,762
	STATE TREASURER			10,480			10,480
LIBRARY FUND TOTAL		\$ 99,762	\$ -	\$ 10,480	\$ -	\$ -	\$ 110,242
FLEET	WELLS FARGO	898,338	-	-	-	-	898,338
	STATE TREASURER	-	-	558,771	-	-	558,771
FLEET FUND TOTAL		\$ 898,338	\$ -	\$ 558,771	\$ -	\$ -	\$ 1,457,110
IT	WELLS FARGO	214,962	-	-	-	-	214,962
	STATE TREASURER			223,438			223,438
IT FUND TOTAL		\$ 214,962	\$ -	\$ 223,438	\$ -	\$ -	\$ 438,400
POLICE RETIREMENT	US BANK	-	-	-	-	13,765,545	13,765,545
POLICE RETIREMENT FUND TOTAL		\$ -	\$ -	\$ -	\$ -	\$ 13,765,545	\$ 13,765,545
PUBLIC TRANSIT	WELLS FARGO	109,369	-	-	-	-	109,369
PUBLIC TRANSIT FUND TOTAL		\$ 109,369	\$ -	\$ -	\$ -	\$ -	\$ 109,369
PERPETUAL CARE	US BANK	-	-	-	-	1,137,709	1,137,709
PERPETUAL CARE FUND TOTAL		\$ -	\$ -	\$ -	\$ -	\$ 1,137,709	\$ 1,137,709
GRAND TOTALS		\$ 27,469,614	\$ 2,054,366	\$ 29,813,598	\$ 5,921,317	\$ 23,920,308	\$ 89,179,203

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

FUND	BANK	CASH IN BANK	MM & CD INVESTMENTS	STATE TREASURER'S POOL	DIVERSIFIED BOND FUNDS	OTHER	TOTAL
SUMMARY BY BANK	WELLS FARGO	\$ 27,469,614	\$ -	\$ -	\$ -	\$ 1,734,467	\$ 29,204,081
	BANNER BANK	-	-	-	-	1,354,277	1,354,277
	FNWCU	-	250,000	-	-	5	250,005
	ICCU	-	250,775	-	-	25	250,800
	LCCU	-	259,223	-	-	5	259,228
	P1FCU	-	509,597	-	-	41	509,638
	STCU	-	252,598	-	-	-	252,598
	MOUNTAIN WEST	-	-	-	-	40,000	40,000
	STATE TREASURER	-	-	29,813,598	5,921,317	5,128,874	40,863,789
	UMPQUA	-	-	-	-	612,031	612,031
	ZIONS	-	532,173	-	-	147,330	679,503
	US BANK	-	-	-	-	14,903,254	14,903,254
TOTALS		\$ 27,469,614	\$ 2,054,366	\$ 29,813,598	\$ 5,921,317	\$ 23,920,308	\$ 89,179,203



FINANCIAL REPORT

DECEMBER 31, 2024



The City's fiscal year runs from October 1, 2024 through September 30, 2025. This report is for the first quarter of the Fiscal Year 2025.



GENERAL FUND REVENUES

	MTD <u>REVENUES</u>	YTD <u>REVENUES</u>	<u>BUDGET</u>	<u>% USED</u>
GENERAL FUND				
UNDEFINED				
Grants	\$ -	\$ -	\$ -	0.00%
Intergovernmental	1,062,456	1,075,280	5,212,430	20.63%
Licenses & Permits	444	1,555	6,700	23.21%
Other	(502)	(436)	1,374,130	-0.03%
Property Tax	247,224	247,371	17,233,030	1.44%
Service Charges	144,072	432,216	1,728,860	25.00%
Interest	53,343	156,160	615,450	25.37%
Total	\$ 1,507,037	\$ 1,912,146	\$ 26,170,600	7.31%

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GENERAL FUND SUMMARY

	MTD		YTD		BUDGET	% USED	MTD		YTD		BUDGET	% USED
	REVENUES		REVENUES				EXPENSES		EXPENSES			
GENERAL FUND												
INSURANCE TRUST												
Other	\$	-	\$	824	\$	25,000	3.30%	\$	-	\$	-	
Interest		46		132		500	26.34%		-		-	
Supplies & Materials		-		-		-			-		-	0.00%
Services & Charges		-		-		-		7,485	470,924		512,730	91.85%
Total	\$	46	\$	956	\$	25,500	3.75%	\$	7,485	\$	470,924	91.85%
UNCOLLECTIBLE ACCOUNTS												
Services & Charges	\$	-	\$	-	\$	-		\$	16,667	\$	50,001	25.00%
Total	\$	-	\$	-	\$	-	0.00%	\$	16,667	\$	50,001	25.00%
TOTAL GENERAL FUND												
	\$	1,631,106	\$	2,371,056	\$	37,883,860	6.26%	\$	2,428,923	\$	7,127,358	18.8%

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WORKERS COMPENSATION

	MTD		YTD		BUDGET	% USED	MTD		YTD		BUDGET	% USED				
	REVENUES		REVENUES				EXPENSES		EXPENSES							
WORKERS COMP TRUST																
INSURANCE TRUST																
Other	\$	62,917	\$	188,750	\$	790,500	23.88%	\$	-	\$	-	\$	-			
Interest		5,509		16,129		55,000	29.33%		-		-		-			
Supplies & Materials		-		-		-			-		-	500	0.00%			
Services & Charges		-		-		-			823		72,262	845,000	8.55%			
TOTAL WORKERS COMP FUND																
	\$	68,426	\$	204,879	\$	845,500	24.23%	\$	823	\$	72,262	\$	845,500	8.5%		

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WATER FUND

	MTD <u>REVENUES</u>	YTD <u>REVENUES</u>	<u>BUDGET</u>	<u>% USED</u>	MTD <u>EXPENSES</u>	YTD <u>EXPENSES</u>	<u>BUDGET</u>	<u>% USED</u>
WATER FUND								
WATER								
Grants	\$ -	\$ -	\$ 6,700,000	0.00%	\$ -	\$ -	\$ -	
Intergovernmental	-	-	65,720	0.00%	-	-	-	
Other	289,135	291,342	2,583,380	11.28%	-	-	-	
Service Charges	510,083	1,939,981	8,478,430	22.88%	-	-	-	
Interest	34,214	103,949	260,000	39.98%	-	-	-	
Personnel Services	-	-	-		201,377	537,639	2,444,960	21.99%
Supplies & Materials	-	-	-		35,932	121,070	605,230	20.00%
Services & Charges	-	-	-		280,318	950,714	3,986,810	23.85%
Capital	-	-	-		33,511	1,089,951	11,050,530	9.86%
TOTAL WATER FUND	\$ 833,432	\$ 2,335,273	\$ 18,087,530	12.91%	\$ 551,138	\$ 2,699,374	\$ 18,087,530	14.9%

INTERNAL SERVICE FUNDS

	MTD		YTD		BUDGET	% USED	MTD		YTD		BUDGET	% USED				
	REVENUES		REVENUES				EXPENSES		EXPENSES							
FLEET MAINTENANCE																
FLEET																
Grants	\$	-	\$	-	\$	251,200	0.00%	\$	-	\$	-	\$	-			
Intergovernmental		-		-		15,700	0.00%									
Other		7		(23)		(385,370)	0%									
Service Charges		234,809		702,805		2,657,790	26.44%									
Interest		4,894		15,876		35,000	45.36%		-		-		-			
Personnel Services								51,660	137,760	630,800	21.84%					
Supplies & Materials								21,070	46,368	266,730	17.38%					
Services & Charges								70,374	206,082	899,290	22.92%					
Capital		-		-		-		386,528	386,528	777,500	49.71%					
TOTAL FLEET MAINTENANCE	\$	239,710	\$	718,658	\$	2,574,320	27.92%	\$	529,632	\$	776,738	\$	2,574,320 30.2%			
INFORMATION SYSTEMS																
INFORMATION SYSTEMS																
Grants	\$	-	\$	-	\$	-	0.00%	\$	-	\$	-	\$	-			
Other		3,056		4,456		35,350	12.61%		-		-		-			
Service Charges		124,009		372,177		1,488,030	25.01%									
Interest		1,403		4,503		9,550	47.15%		-		-		-			
Personnel Services								58,427	158,680	782,130	20.29%					
Supplies & Materials								129	129	3,500	3.68%					
Services & Charges								36,362	264,809	575,300	46.03%					
Capital		-		-		-		6,401	96,628	172,000	56.18%					
TOTAL INFORMATION SYSTEMS	\$	128,469	\$	381,136	\$	1,532,930	24.86%	\$	101,319	\$	520,246	\$	1,532,930 33.9%			

FIDUCIARY FUNDS

	MTD <u>REVENUES</u>	YTD <u>REVENUES</u>	<u>BUDGET</u>	<u>% USED</u>	MTD <u>EXPENSES</u>	YTD <u>EXPENSES</u>	<u>BUDGET</u>	<u>% USED</u>
POLICE RETIREMENT								
POLICE RETIREMENT								
Other	\$ (432,562)	\$ (157,979)	\$ 1,220,000	-12.95%	\$ -	\$ -	\$ -	
Property Tax	-	-	-	0.00%				
Interest	55,310	116,847	245,000	47.69%				
Services & Charges					101,208	303,399	1,465,000	20.71%
TOTAL POLICE RETIREMENT	\$ (377,252)	\$ (41,132)	\$ 1,465,000	-2.81%	\$ 101,208	\$ 303,399	\$ 1,465,000	20.7%
CEMETERY PERPETUAL CARE								
CEMETERY PERPETUAL CARE								
Other	\$ 3,225	\$ 3,225	\$ 34,000	9.49%	\$ -	\$ -	\$ -	
Service Charges	121	582	3,000	19.40%				
Interest	8,179	8,179	17,000	48.11%				
Services & Charges	-				909	909	4,000	22.72%
Interfund Transfers	-	-	-		50,000	-	50,000	0.00%
TOTAL PERPETUAL CARE	\$ 11,525	\$ 11,986	\$ 54,000	22.20%	\$ 50,909	\$ 909	\$ 54,000	1.7%



QUESTIONS?



January 6, 2025

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

I. CALL TO ORDER

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

COUNCILORS EXCUSED: Councilor Spickelmire.

II. PLEDGE OF ALLEGIANCE

Mayor Johnson led the Pledge of Allegiance.

III. CITIZENS COMMENTS

Alan Brown, a resident of Lewiston, addressed the Council regarding his application for the City Council vacancy.

Linda Glines, a Lewiston resident, addressed the Council regarding her application for the City Council vacancy.

Matt Wright, a Lewiston resident, addressed the Council regarding his application for the City Council vacancy.

Bob Blakey, a Lewiston resident, addressed the Council regarding his application for the City Council vacancy.

Douglas Wilson, a Lewiston resident, addressed the Council regarding his application for the City Council vacancy.

IV. ACTIVE AGENDA

- A. ZNC24-4 REQUEST FOR RECONSIDERATION:** Considering whether to affirm, reverse, or modify, City Council's decision on the Application for Zone Change by Chris Clark to rezone the east forty-three feet (approximately) of 132 Thain Road from Community Commercial (C-3) to Medium Density Residential (R-3), pursuant to Lewiston City Code § 37-185(b) - Action Item

City Attorney Tengono provided a brief procedural background on the Request

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for Reconsideration of Zone Change 24-4 submitted by Chris Clark. Ms. Tengono summarized that on November 25, 2024, the City Council denied the zone change application (ZNC24-4) for 132 Thain Road and directed staff to draft a reasoned statement. On December 9, 2024, the Council adopted the statement, formally denying the application and, on December 15, 2024, the applicant submitted a Request for Reconsideration to the City Clerk's office.

City Attorney Tengono recommended that the City Council carefully review the record and thoroughly consider each relevant criteria and standard outlined in Lewiston City Code § 37-180.1. Ms. Tengono also noted that Councilor Schroeder remains recused from the discussion and decision due to a conflict of interest.

After discussion, Council President Kleeburg moved, and Councilor Forsmann seconded, to direct staff to draft a written statement reversing the City Council's decision to deny ZNC24-4 and incorporating the Planning and Zoning Commission's reasoned statement recommendation. The motion passed 3-0.

- B. 2025 EMERGENCY OPERATIONS PLAN:** Considering approving the 2025 Nez Perce County Emergency Operations Plan and authorizing the Mayor to sign the plan - Action Item (Emergency Management Coordinator Wooderchak)

After Emergency Manager Wooderchak presented an overview of the 2025 Emergency Operations Plan, Councilor Forsmann moved, and Councilor Schroeder seconded, to approve the plan and authorize the Mayor to sign it. The motion passed 4-0.

- C. CITY COUNCIL VACANCY NOMINATION:** Considering applications for the City Council vacancy, and Mayor Johnson's potential nomination to fill the vacancy through December 2025 - Action Item

Mayor Johnson explained that he would be nominating three candidates, Robert (Mike) Lorenz, Matthew Wright, and Douglas Wilson.

Mayor Johnson nominated Robert (Mike) Lorenz to fill the vacancy through December 2025 and Council President Kleeburg seconded. The motion failed 2-2 with Councilors Schroeder and Klein opposed.

Mayor Johnson then nominated Matthew Wright to fill the vacancy through December 2025. Councilor Klein seconded and the motion passed 3-1 with Council President Kleeburg opposed.

V. DISCUSSION ITEMS

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

- A. AMENDED ORDINANCE 4921:** Discussion and direction to staff on the proposed amended shipping container ordinance before referring it to the Planning and Zoning Commission for its recommendation - Action Item

No discussion.

- B. ANNEXATION OF CCI/SPEER PROPERTIES ON SNAKE RIVER AVENUE AND SOUTHPORT AVENUE:** Discussion led by Councilor Klein on potential annexation of CCI/SPEER properties, including tax revenue and budget impacts to the City of Lewiston - Action Item

Councilor Klein spoke to her request to consider annexing the CCI/SPEER properties into the City. The Council discussed the potential impact on the budget and general fund, with some questioning the advantages of annexation.

- C. 5TH STREET AND BRYDEN AVENUE PROPERTY:** Discussion led by Councilor Klein on whether to auction city property at 5th Street and Bryden Avenue - Action Item

Councilor Klein expressed concerns about the underutilized property at 5th Street and Bryden Avenue and inquired whether the Council wished to explore potential options. Originally intended for a fire station, the project was delayed due to rising costs. After discussion, the Council agreed to keep the matter on a future agenda for further consideration.

VI. 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 Klein suggested that people consider using dash cams to address aggressive driving, as they help hold individuals accountable.

Councilor Forsmann thanked the candidates who attended and encouraged them to run in the upcoming election.

- B. CITY BOARDS AND COMMISSIONS LIAISON UPDATES**

Mayor Johnson explained his process for meeting with Board and Commission

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applicants before placing them on the agenda for consideration. He also encouraged Councilors to use the Board and Commission Liaison Updates section of the agenda to share updates with the rest of the Council.

C. MAYOR COMMENTS

Mayor Johnson thanked the candidates for their involvement and expressed his encouragement at the number of applicants. He also urged them to consider running for election.

D. AGENDA TOPICS: Action Item

VII. ADJOURNMENT - Action Item

There being no further business to come before the Lewiston City Council, Councilors Forsmann and Schroeder moved and seconded, respectively, to adjourn the January 6, 2025 Work Session. The motion carried 4-0 and the meeting adjourned at 4:12 p.m.

Daniel G. Johnson, Mayor

Tanya M. Brocke, City Clerk

January 6, 2025

THE CITY COUNCIL OF THE CITY OF LEWISTON, IDAHO, met for a Special Meeting Executive Session in the Bell Building Small Upstairs Conference Room at 215 D Street. Mayor Johnson called the meeting to order at 5:00 PM.

I. CALL TO ORDER

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

II. EXECUTIVE SESSION

Idaho Code 74-206(1)(f) to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated - Action Item

Councilors Forsmann and Schroeder moved and seconded, respectively, to go into executive session pursuant to I.C. 74-206(1)(f) to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.

ROLL CALL VOTE: VOTING AYE: Kleeburg; Klein; Schroeder; Spickelmire.

Council exited executive session at 5:59 p.m.

III. ADJOURNMENT - Action Item

There being no further business to come before the Lewiston City Council, Council President Kleeburg and Councilor Schroeder moved and seconded, respectively, to adjourn the January 6, 2025 Executive Session. The motion carried 5-0 and the meeting adjourned at 6:00 p.m.

Daniel G. Johnson, Mayor

Tanya M. Brocke, City Clerk

Lewiston City Council
Executive Session Minutes
January 6, 2025 – 5:00 p.m. – Page 1 of 1

January 13, 2025

THE CITY COUNCIL OF THE CITY OF LEWISTON, IDAHO, met in a Regular Meeting in 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 Schroeder; Councilor Spickelmire; Councilor Wright.

II. PLEDGE OF ALLEGIANCE

Mayor Johnson led the Pledge of Allegiance.

III. ADMINISTRATION OF THE OATH OF OFFICE TO THE NEWLY APPOINTED COUNCILOR

City Clerk Brocke administered the oath of office to newly appointed Councilor Matthew Wright.

IV. COUNCIL LIAISON APPOINTMENTS

Mayor Johnson moved to appoint Councilor Wright as the Council liaison to the Development Impact Fee Advisory Committee, the Disability Advisory Commission, and the Nez Perce County - City of Lewiston Emergency Communications Joint Powers (E911) Board. Councilor Forsmann seconded and the motion passed 6-0.

V. CITIZENS COMMENTS

None.

VI. PRESENTATIONS

A. FIRE DEPARTMENT BADGE PINNING CEREMONY:

Deputy Fire Chief Lucas conducted a badge pinning ceremony for Full-Time Firefighter Logan Hersey, as well as Reserve Firefighters Noah Acord, Mackenzie Gray, Billy Hobbs, Scott Hoffman, Jake O'Shaughnessy, Dusty Patterson, and Carter Razey. Following the badge pinning, Deputy Chief Lucas administered the oath of office to the newly pinned firefighters.

VII. PUBLIC HEARINGS AND RELATED ACTION ITEMS

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January 13, 2025 – 6:00 p.m. – Page 1 of 8

- 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)

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

City Planner Plaskon explained that the proposed Zoning Code amendments were developed based on recommendations from the Comprehensive Plan Work Plan Development Committee. These amendments aim to reduce the minimum required lot area and width in the R-3 Zone, require outdoor recreation areas for multi-family developments in residential and mixed-use zones, increase flexibility for permitted uses 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. Concluding his report, City Planner Plaskon noted that the Planning and Zoning Commission, following a public hearing on December 11, 2024, recommended City Council approval of the amendments.

Mayor Johnson asked for public testimony. There being none, he asked for Councilor questions.

Following questions from the Council regarding outdoor recreation requirements, Mayor Johnson closed the public hearing. However, the hearing was reopened to allow Lewiston resident Dan Yonge to testify. Mr. Yonge questioned the origin and purpose of the proposed ordinance. The public hearing was then officially closed.

- 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)

Councilors Klein and Schroeder moved and seconded, respectively, to approve the first reading of Ordinance 4936.

Councilor Klein then moved to make an amendment to remove the sections related to establishing standards for outdoor recreation areas. City Attorney Tengono recommended a short recess to review the proposed amendment and its potential changes. Mayor Johnson called a recess at 6:32 p.m.

Mayor Johnson reconvened the meeting at 6:38 p.m. and Councilor Klein restated her motion to remove the amendments to Section 37-124.1(3) to establish standards for outdoor recreation. Councilor Wright seconded the motion. The motion to amend passed 4-2 with Council President Kleeburg and Councilor Schroeder opposed.

The original motion, as amended, passed 5-1 with Council President Kleeburg opposed.

ORDINANCE 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 MULTIFAMILY RESIDENCES UNDER SECTION 37-124.1; AMENDING LEWISTON CITY CODE SECTION 37-82 TO PERMIT MULTIFAMILY RESIDENTIAL USES NOT ON THE GROUND FLOOR; AND PROVIDING AN EFFECTIVE DATE.

VIII. 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 Spickelmire moved and seconded, respectively, approval of the Consent Agenda. **ROLL CALL VOTE: VOTING AYE: Kleeburg; Schroeder; Klein; Spickelmire; Wright; Forsmann.**

- 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:

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

Councilors Schroeder and Forsmann moved and seconded, respectively, to approve the renewal licenses for retail wine by the drink and bottle, and retail beer on and off premise for the 21 businesses listed on the agenda. The motion passed 6-0.

Councilors Schroeder and Forsmann then moved and seconded, respectively, to approve the renewal licenses for retail liquor, retail wine by the drink and bottle, and retail beer on and off premise, as applicable for the four businesses listed below on the agenda, subject to submittal of the required paperwork. The motion passed 6-0.

- 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)

Councilor Schroeder and Council President Kleeburg moved and seconded, respectively, to approve the purchase of the Vactor jet/vac combination sewer truck per Sourcewell contract #101221-VTR from Owen Equipment Company in the amount of \$622,172, and authorizing City staff to proceed with the purchase of the sewer truck. **ROLL CALL VOTE: VOTING AYE: Kleeburg; Schroeder; Klein; Spickelmire; Wright; Forsmann.**

- 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)

Council President Kleeburg and Councilor Wright moved and seconded, respectively, to approve the ITD Local Professional Services Agreement #97100 for Federal Aid Highway Project No. A024(379) between the City of Lewiston

and HMH, LLC in the amount of \$102,221 and authorize the Mayor to sign the agreement. **ROLL CALL VOTE: VOTING AYE: Kleeburg; Schroeder; Klein; Spickelmire; Wright; Forsmann.**

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)

Councilors Schroeder and Forsmann moved and seconded, respectively, to combine the second and third readings and waive the third reading in full of Ordinance 4934. The motion passed 6-0.

Councilors Schroeder and Forsmann then moved and seconded, respectively, to approve the second and third readings 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.

2. ADOPTION AND APPROVAL OF ORDINANCE SUMMARIES

- a. **ORDINANCE 4934:** Action Item

Councilor Schroeder and Council President Kleeburg moved and seconded, respectively, to adopt Ordinance 4934 and approve the related ordinance summary. **ROLL CALL VOTE: VOTING AYE: Kleeburg; Schroeder; Klein; Spickelmire; Wright; Forsmann.**

Lewiston City Council
Regular Meeting Minutes
January 13, 2025 – 6:00 p.m. – Page 6 of 8

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.

Councilor Forsmann expressed gratitude to the newly pinned reserve firefighters and their families for their support

Councilor Schroeder thanked City Clerk Brocke for providing information about the City Charter from 1861.

B. CITY BOARDS AND COMMISSIONS LIAISON UPDATES

Councilor Schroeder noted that both Public Works Advisory Commission and the LC Valley Metropolitan Planning Organization meetings were cancelled.

Council President Kleeburg noted there would be an Urban Renewal Agency meeting on Tuesday, January 14th.

C. MAYOR COMMENTS

Mayor Johnson thanked the trainees who were promoted to reserve firefighters and expressed appreciation for their service.

D. ADVISORY BOARD AND COMMISSION APPOINTMENTS: Action Item

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

Mayor Johnson moved to approve the appointment of Kaitlyn Hinkley to a three-year term on the Parks & Recreation Commission. Councilor Forsmann seconded and the motion passed 6-0.

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

Mayor Johnson moved to approve the reappointment of Lisa Hasenoehrl to a three-year term on the Historic Preservation Commission. Council President Kleeburg seconded and the motion passed 6-0.

E. AGENDA TOPICS: Action Item

Councilor Wright moved to add a review of the City Code that requires recreational area on the little/tiny homes and the manufactured homes to a Council agenda in the next few months. Councilor Forsmann seconded and the motion passed 5-1 with Councilor Spickelmire opposed.

XII. ADJOURNMENT - Action Item

There being no further business to come before the Lewiston City Council, Council President Kleeburg and Councilor Forsmann moved and seconded, respectively, to adjourn the January 13, 2025 Regular Meeting. The motion carried 6-0 and the meeting adjourned at 7:19 p.m.

Daniel G. Johnson, Mayor

Tanya M. Brocke, City Clerk

November 12, 2024

THE URBAN RENEWAL AGENCY BOARD OF THE CITY OF LEWISTON, IDAHO, met in a regular meeting Tuesday, November 12, 2024, at Lewiston City Hall. Chairperson Sheila Bond called the meeting to order at 12:02 p.m.

I. CALL TO ORDER

BOARD MEMBERS PRESENT: Sheila Bond, Chairperson; A.L. "Butch" Alford; Jim Kleeburg; Tim Switzer;

BOARD MEMBERS EXCUSED: Joe Anderson; Joe Gish, Vice Chairperson; Don Beck;

STAFF MEMBERS PRESENT: Shannon Grow, Community Development Director; Katie Hollingshead, URA Director; Luke Antonich, City Engineer;

OTHERS PRESENT: Thad O'Sullivan, URA Legal Counsel (via Zoom); Melissa Cleveland, Welch Comer (via Zoom); Phil Boyd, Welch Comer (via Zoom);

II. CITIZEN COMMENTS

None.

III. ACTIVE AGENDA (ACTION ITEM)

A. Approval of Minutes, October 8, 2024 – Action Item

Board members Alford and Switzer moved and seconded, respectively, to approve the October 8, 2024 minutes. Motion passed 4-0.

B. Approval of Invoices – Action Item

1. O'Sullivan Legal PLLC, Legal Services, October 2024, \$238.50

Board members Kleeburg and Switzer moved and seconded, respectively, to approve the O'Sullivan Legal PLLC invoice. Motion passed 4-0.

C. Approval of Engagement Letter with Presnell Gage, Annual Audit

Director Hollingshead briefly reviewed the letter of engagement for Presnell Gage to perform the annual audit of the Urban Renewal Agency's financials. Board members Switzer and Alford moved and seconded, respectively, to approve the letter of engagement. Motion carried 4-0.

D. Review of Financial Summary – Information Item

Director Hollingshead provided a brief review of both the September and October financial summaries. There were no questions from the board.

E. Welch Comer presentation on Reimagine Downtown Project

Staff Hollingshead turned the meeting over to Phil Boyd from Welch Comer. Mr. Boyd introduced himself and Melissa Cleveland, also from Welch Comer, and provided an overview of the Reimagine Downtown project and the timeline to date. Mr. Boyd reviewed the American Rescue Plan Act funds, General Obligation bond and

allocated arterial road construction funds that the city is currently setting aside. Mr. Boyd presented on the projected differences if a project of this magnitude was built all at once (utilizing the General Obligation bond) vs building as you have money saved up. The city is setting aside approximately \$1.8 million a year for arterial road reconstruction which would provide the funding for the annual payment on a General Obligation bond without raising property taxes.

Mr. Boyd reviewed the outreach efforts, public meetings, surveys, interviews and steering committee meetings that had been conducted to date.

Ms. Cleveland then presented on the safety aspects of the project, two-way traffic and the proposed roundabouts. Ms. Cleveland reviewed what the traffic movements would look like with the change to two-way traffic and the improvements to traffic circulation.

Chair Bond asked about road and sidewalk widths. Ms. Cleveland stated that the road lane width would be reduced slightly and the sidewalk would be slightly larger. Chair Bond also asked about existing parking lots. Mr. Boyd stated that no work would be done to the existing parking lots but that pedestrian crossing improvements were identified in the design.

F. Review of Revenue Allocation Area #7, Downtown, Plan and Projects

Director Hollingshead reviewed the origination of RAA #7 and the projected increment over the 20 year term of the area. Director Hollingshead then reviewed the projects that are identified in the plan.

Board member Alford asked how much increment was being received and what the total projection was. Director Hollingshead stated that \$245,000 was being generated annually and the 20 year projection is \$4.2 million.

Chair Bond asked about the American Rescue Plan Act funds and Director Hollingshead stated that it was her understanding that the amount of ARPA funds received was not enough to cover the full waterline project. Director Hollingshead deferred to City Engineer Antonich for additional questions.

G. Final reimbursements for Revenue Allocation Area #4, Main East Main

Director Hollingshead reviewed the final reimbursement amounts to close out RAA #4.

City of Lewiston	\$2,805.82
Nez Perce County	\$1,661.28
Lewiston School District	\$392.44
Port of Lewiston	\$33.76

IV. UNFINISHED AND NEW BUSINESS

A. Board Member Comments

No Board Member comments.

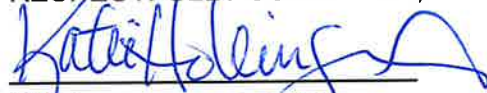
B. Staff Comments

Director Hollingshead asked if there were any board members who would be unable to attend the December 10 regular meeting. All board members in attendance are available.

V. ADJOURN (ACTION ITEM)

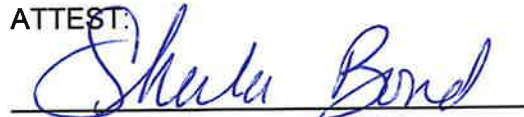
There being no further business, Board members Switzer and Kleeburg moved and seconded, respectively, to adjourn. The motion carried 4-0 and the Urban Renewal Agency Board adjourned at approximately 12:49 p.m.

RESPECTFULLY SUBMITTED,



KATIE HOLLINGSHEAD,
RECORDING SECRETARY

ATTEST:



URBAN RENEWAL AGENCY CHAIR

Approved this 14 day of January, 2025

December 11, 2024

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

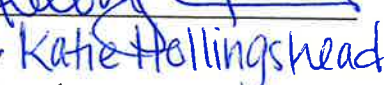
Staff Hollingshead reminded the Commission that the December 25th meeting is cancelled and that at the January meeting the Commission will be election Chair and Vice-Chair

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, 
Recording Secretary


Chairperson or Acting Chairperson
Planning and Zoning Commission

Approved this 8th day of January, 2024 15

Sec. 37-33. - Small lot development or zero lot line development.

(a) Lot size.

- (1) For a single-family dwelling, the minimum lot area shall be four thousand (4,000) square feet;
- (2) For a two-family dwelling, the minimum lot area shall be six thousand five hundred (6,500) square feet;
- (3) Lot dimensions shall be a minimum of forty (40) feet and sixty-five (65) feet, with either dimension serving as lot width or lot depth, so long as both dimensions are met; provided, however, the minimum lot width for a lot street frontage that is a street curve radius only shall be thirty (30) feet, or twenty (20) feet if adjacent to a shared driveway evidenced by a recorded easement with the neighboring lot

(b) Yards. Except as provided in section 37-156 of this Code, the minimum yard requirements shall be as follows:

- (1) A front yard shall be a minimum of ten (10) feet or twenty-five (25) feet from the centerline of the adjacent street, whichever is greater, except a front yard for a garage or carport shall be a minimum of twenty (20) feet.
- (2) A side yard shall be:
 - a. Zero (0) feet for the common wall of a single-family dwelling that is attached to another single-family dwelling where the common wall is also a property line established by the subdivision platting process of chapter 32 of this Code, Subdivisions; or
 - b. A minimum of five (5) feet, except (i): on corner lots the street side yard shall be a minimum of ten (10) feet or twenty-five (25) feet from the centerline of the adjacent street, whichever is greater; and (ii) for a garage or carport, a side yard shall be a minimum of twenty (20) feet.
- (3) A rear yard shall be a minimum of twenty (20) feet except when one (1) side yard is at least twenty (20) feet, the rear yard may be reduced to ten (10) feet.

(c) Building size. In small lot development, buildings shall not cover more than sixty (60) percent of the lot.

(d) Standards.

- (1) One (1) detached garage, carport, or storage building shall be allowed, so long as such detached garage, carport, or storage building does not exceed four hundred eighty-four (484) square feet; does not exceed sixteen (16) feet in height; and is not located closer to a street right-of-way than the house, unless on a flag lot or on the street side of a corner lot. No other detached accessory buildings are allowed, unless they do not exceed one hundred twenty (120) square feet.

(2) Vehicular access shall be provided from the rear of the lot when the structure is setback less than twenty (20) feet from the front lot line.

- (2) Except on a flag lot, house facades fronting a street right-of-way shall have a minimum of fifteen (15) percent window area and shall include at least two (2) of the following for a minimum of twenty (20) percent of the length and/or height of the facade:

- a. Color change;
- b. Texture change;
- c. Building material change; or
- d. Incorporation of a wall plane projection or recession with the plane projection being a minimum of one (1) foot in depth and a minimum height equal to twenty-five (25) percent of the height of the wall.

(3) Primary entrances shall incorporate a front porch or other building articulation elements, such as cornices, brackets, overhangs, shutters, and window boxes, as part of the street-facing facade.

(4) **(3)** Except on a flag lot, house facades fronting a street right-of-way shall not have an attached garage that exceeds seventy (70) percent of the width of the facade.

(5) Except on a flag lot, for a home with an attached garage, the garage wall with the garage door shall be recessed at least four (4) feet from the adjoining habitable space wall of the home.

(6) Except on a flag lot, all roofs shall be a hip, gable, or mansard roof with a minimum four-to-twelve (4:12) pitch with twelve (12) inch minimum eaves. Any mansard roof, except on a flag lot, shall incorporate dormers equal to at least twenty-five (25) percent of the facade area of the roof.

(7) **Street trees.** Street trees shall be planted by the developer or the lot owner in the right-of-way between the street and sidewalk, as approved by the city engineer and the city forester. The developer or the lot owner shall provide an automatic irrigation system for the street trees. The number of street trees required to be planted is one (1) per lot street frontage, except no street trees are required to be planted for lots on cut-de-sacs. Street trees shall be planted at a spacing of not less than thirty (30) feet and not greater than sixty (60) feet, unless otherwise approved by the city forester. Each lot owner shall be responsible for maintenance of the street tree(s) for his or her lot, including replacement when necessary. Street trees shall be planted for each lot prior to the approval of final inspection for the home on the lot, except when weather conditions do not allow planting of trees, which may typically occur between November 1 and March 1.

December 05, 2024

The HISTORIC PRESERVATION COMMISSION met in the Bell Building Upstairs Conference Room at 215 "D" Street. Staff Hollingshead called the meeting to order at 10:02 a.m.

I. CALL TO ORDER

COMMISSIONERS PRESENT: Kayleigh Phillipi; Ed King, Vice Chair (at 10:06); Dennis Ohrtman; Laurinda Riggs; Lisa Hasenoehrl; Bob Reitz;

COMMISSIONERS EXCUSED: Leah Boots, Chair; Greg Follett; Tamara Berlik;

STAFF MEMBERS PRESENT: Katie Hollingshead, Assistant Planner;

CITY COUNCIL LIAISON PRESENT: Kasee Forsman (via Zoom)

GUESTS: Joe Rake

The Chair and Vice Chair were not present at the scheduled meeting time. Staff Hollingshead called the meeting to order and asked for a nomination for a temporary Chair to lead the meeting. Commissioner Riggs nominated Commissioner Ohrtman. Commissioner Reitz provided the second. Commissioner Ohrtman accepted the nomination. Motion carried 5-0, and Commissioner Ohrtman continued the meeting.

II. CITIZEN COMMENTS

None.

III. NEW BUSINESS

1. Approval of Minutes, November 7, 2024 Regular Meeting

Temporary Chair Ohrtman asked if the Commission had any questions or amendments to the minutes. There were none. Commissioners Hasenoehrl and Reitz moved and seconded, respectively, to approve the minutes as written. Motion carried 5-0 (Commissioner King arrived after the vote).

2. Approval of Minutes, November 14, 2024 Special Meeting

Temporary Chair Ohrtman asked if the Commission had any questions or amendments to the minutes. There were none. Commissioners Riggs and Reitz moved

and seconded, respectively, to approve the minutes as written. Motion carried 5-0 (Commissioner King arrived after the vote).

3. **Certificate of Appropriateness – West End Historic District. An application by Joe Rake on behalf of Brandon Beier at 301 Main Street. The proposal is for repointing of the brick mortar joints on the west façade of the building, including any needed repairs or replacement of broken bricks.**

Staff Hollingshead reviewed the application packet that had been provided and went over the details in the photos and the cut sheets for the mortar. Joe Rake was available for questions. Temporary Chair Ohrtman asked Mr. Rake if he had any additional information he would like to provide the Commission with. Mr. Rake provided a detailed description of the lime mortar that was to be used and why.

Commissioner Riggs asked if only the west side of the building was being repointed and Mr. Rake answered yes, the mortar on the north, south and east sides of the building was still in good condition.

Temporary Chair Ohrtman walked the Commission through the design guidelines review sheet. After review and discussion, Commissioner's Riggs and King moved and seconded, respectively, to approve the Certificate of Appropriateness for repointing of the brick mortar joints on the west façade of the building, including any needed repairs or replacement of bricks at 301 Main Street. Motion passed 6-0.

4. **Certificate of Appropriateness – Normal Hill Heritage Overlay Zone. An application by Dalton Staggs at 215 1st Ave. The proposal is to replace three (3) single paned windows with new waterproof vinyl windows.**

Staff Hollingshead reviewed the application packet that had been provided. Staff then walked the Commission through the factors. After review and discussion, Commissioner's King and Riggs moved and seconded, respectively, to approve the Certificate of Appropriateness for replacement of three (3) single paned windows with new waterproof vinyl windows at 215 1st Ave. Motion passed 6-0.

IV. **COMMISSIONER COMMENTS:**

Commissioner Ohrtman provided a flier for the Nativity Showcase at the Nez Perce County Historical Society Museum. Days and times are available through a QR code on the flier. Commissioner Ohrtman stated that he was displaying 445 nativity sets this year.

V. **COUNCIL LIASION COMMENTS:**

None.

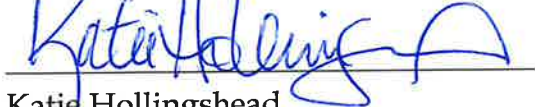
VI. STAFF-COMMISSION COMMUNICATIONS:

Staff Hollingshead let the Commission know that the regular January meeting would normally be on January 2, but that she would not be in office that week. Staff asked if the Commission wanted to consider moving the meeting to the following week, January 9th. Several Commissioners stated that they would not be able to attend on the 2nd. The Commission directed staff to cancel the January 2 meeting and schedule a special meeting on January 9th to conduct business.

VII. ADJOURN

There being no further business, Commissioners Phillipi and Riggs moved and seconded, respectively to adjourn the meeting of the Historic Preservation Commission at approximately 10:30 a.m. Motion passed 6-0.

RESPECTFULLY SUBMITTED,



Katie Hollingshead
Recording Secretary



Chairperson or Acting Chairperson
Historic Preservation Commission

Approved this 9 day of January, 2025.

December 19, 2024

The HISTORIC PRESERVATION COMMISSION met in the Public Works Downstairs Conference Room at 215 "D" Street. Chair Boots called the meeting to order at 10:01 a.m.

I. CALL TO ORDER

COMMISSIONERS PRESENT: Kayleigh Phillipi (Zoom); Ed King, Vice Chair; Lisa Hasenoehrl (Zoom); Bob Reitz; Leah Boots, Chair; Greg Follett;

COMMISSIONERS EXCUSED: Dennis Ohrtman; Laurinda Riggs; Tamara Berlik;

STAFF MEMBERS PRESENT: Katie Hollingshead, Assistant Planner;

CITY COUNCIL LIAISON PRESENT: None

GUESTS: None

II. CITIZEN COMMENTS

None.

III. NEW BUSINESS

1. **Certificate of Appropriateness – West End Historic District. An application by The Mango Tree for new wall signage and replacing the existing projecting sign with a new sign face at 524 Main Street.**

Staff Hollingshead reviewed the application packet that had been provided and went over the details in the photos and the square footage of the signage.

Chair Boots walked the Commission through the design guidelines review sheet. After review and discussion, Commissioner's King and Follett moved and seconded, respectively, to approve the Certificate of Appropriateness for new wall signage and replacing the existing projecting sign at 524 Main Street. Motion passed 6-0.

IV. COMMISSIONER COMMENTS:

None.

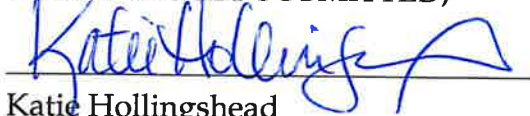
V. STAFF-COMMISSION COMMUNICATIONS:

Staff Hollingshead reminded the Commission that they had cancelled the regular January 2, 2025 meeting and would be meeting instead on January 9, 2025. Election of Chair and Vice Chair for the 2025 year would be on the agenda.

VI. ADJOURN

There being no further business, Commissioners Follett and King moved and seconded, respectively to adjourn the meeting of the Historic Preservation Commission at approximately 10:10 a.m. Motion passed 6-0.

RESPECTFULLY SUBMITTED,



Katie Hollingshead
Recording Secretary



Chairperson or Acting Chairperson
Historic Preservation Commission

Approved this 9 day of January, 2025.

Lewiston City Library
Board of Trustees
Regular Meeting | Wednesday, December 18, 2024
Event Space

1. Call to Order: The meeting was called to order at 5:38 PM by Diana Ames
Trustees Present: Diana Ames, Andy Hanson, Josh Brown, and Trisha Decker via Zoom
Trustees Absent: Rebecca Snodgrass
Councilor Liaison Absent: Jim Kleeburg,
Library Staff: Library Director Lynn Johnson, Administrative Assistant Bruno Alvino
2. Recognition of Visitors
 - a. Jessica Klein - Lewiston City Councilor
3. Public Comment & Correspondence
 - a. None at this time.
4. Public Hearing
 - a. Public Hearing: Resolution 2024-11: Restating and Amending Fees: Accepting testimony on the restatement and amendment of fees including increases of more than five percent (5%) for black and white copies and annual fees for out of service library cards.
 - i. A short presentation was given by Director L. Johnson regarding the requested increases which included the higher cost of printing as well as a decrease in the 3D printing minimum charge. There was no public comment.
5. City of Lewiston Council Report
 - a. None
6. Library Foundation Report
 - a. None at this time.
7. Consent Agenda - Action Item
 - a. Approval of Minutes of Previous Meetings - Board of Trustees from November 20, 2024, and Art Committee Minutes from September 19, 2024
 - b. Review of Statistical Report
 - c. Approval of Statement of Expenses
 - i. Andy Hanson moved to approve the consent agenda and Trisha Decker seconded. All in favor. Motion carried.
8. Committee Reports
 - a. Art Committee
 - i. L. Johnson discussed that the committee has been discussing upcoming artists for the upcoming year.
9. Director's Report

- a. Grants
 - i. L. Johnson reported that she and D. Garr have been working on grants made available from ICFL that are aimed at providing technological tools to people within the community. One grant in specific, would allow attendees to earn a laptop by attending a required number of technology classes.
 - ii. Forest Bound - L. Johnson reported that her forest bound kits that are being purchased with the Forest Service grant money are almost complete and will soon be available for check-out by library patrons.
 - b. Annual Report
 - i. L. Johnson presented her annual report and asked for feedback from the Board before finalizing the report.
 - c. Facilities Update
 - i. L. Johnson reported that Facilities has awarded a bid to an electric company, upon approval by city council, that will replace the lighting with LED lights on the first floor, second floor, and the basement. This will exclude the office areas.
- 10. Unfinished Business
 - a. Resolution 2024-11 Restating and Amending Various Fees at the Lewiston City Library - Action Item, Roll Call Vote
 - i. Andy Hanson moved to approve resolution 2024-11 restating and amending various fees at the Lewiston City Library and Trisha Decker seconded the motion. All in favor. Motion passed.
 - 1. Roll Call
 - ii. Ay - Diana Ames, Andy Hanson, Trisha Decker,
 - iii. Nay - None
 - iv. Absent - Josh Brown, Rebecca Snodgrass
 - b. Public Art Policy Display and Donation - Action Item
 - i. Andy Hanson moved to approve the public art policy display and donation, and Trisha Decker seconded. All in favor. Motion carried.
 - c. Board of Trustees Bylaws Update - Action Item
 - i. No action taken at this time.
 - d. Items Moved from Consent Agenda - Action Item
 - i. None
- 11. New Business
 - a. Lewiston City Library Art Committee Bylaws - Action Items
 - i. Trisha Decker motioned to approve the Lewiston City Library Art Committee Bylaws and Josh Brown seconded the motion. All in favor. Motion carried.
- 12. 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. Andy Hanson moved to go into executive session Idaho code 74-206(1)(b) and Trisha Decker seconded the motion.

Roll Call -

Ay - Diana Ames, Andy Hanson, Trisha Decker, Josh Brown

Nay -

Absent - Rebecca Snodgrass

- a. Andy Hanson moved to leave executive session and Josh Brown seconded the motion.

13. Schedule of Upcoming Meetings
 - a. Regular Meeting: January 15, 2024
 - b. Regular Meeting: February 19, 2024

14. Adjournment - Action Item
 - a. Josh Brown moved to adjourn the meeting at 7:11 PM.



Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
ADVANCED CONTROL SYSTEMS, LLC	117810	1/9/2025	WATER	BPO-PW-WTP SCADA TROUBLESHOOTING/REPAIRS	\$2,975.08
			WSTWTR	BPO-PW-WWA-SCADA TROUBLESHOOTING	\$4,110.17
				WW034BPO- LOSD LIFT STATIONS-SCADA TROUBLESHOOTING	\$705.00
AIRBRIDGE BROADBAND LLC	117812	1/9/2025	INFOSYSTMS	BPO - INTERNET SERVICE	\$150.00
ALWAYS TOWING LLC	117813	1/9/2025	POLICE	BPO PD TOW SERVICE	\$225.00
AMAZON CAPITAL SERVICES	117814	1/9/2025	COMDEV	BPO-CD-OFFICE SUPPLIES-PAPER, PENS, RECEIPT PAPER	\$150.67
			EXECUTIVE	EXEC BPO: OFFICE/TRAINING SUPPLIES FOR CLERK	\$23.79
			FIRE	FIRE - AMAZON - SUPPLIES	\$383.91
			LIBRARY	BPO - LIB - OPERATING SUPPLIES	\$37.32
				BPO - LIB - VIDEO GAMES	\$69.85
				LIB - DUTCH OVEN COVERS - IN KIND FS GRANT	\$72.48
				LIB - FOREST SERVICE GRANT CABLE TIES	\$26.97
				LIB - TSC CLUB BOOK DONATION ORDER	\$95.93
			PARKSFAC	FAC - AMAZON - MICROFIBER MOP AND PADS	\$131.80
			POLICE	PD-SWISS SAFE EMERGENCY MYLAR THERMAL BLANKETS	\$46.98
				PD-YAKTRAX PRO TRACTION CLEATS (36 PAIRS)	\$677.34
			RECREATION	SPEAKERS, POWER STRIPS, VIDEO CARTS, VOLLEYBALLS	(\$6.99)
			TRNSPN	PW - GIS - FIELD/OFFICE EQUIP: CABLES, LAMP, CASE	\$200.92
				PW - ST - NITECORE MH40 PRO 3500 FLASHLIGHTS (2)	\$339.90
				PW - TR - PPE: KELLEY, KEENER, WILLIAMSON	\$163.90
			WATER	PW-WD-LIGHTING FOR #370	\$207.17
				PW-WTR-IPAD CASE; B LACY	\$40.97
			WSTWTR	PW-WWC-IPAD CASE; SCREEN PROTECTORS-6 CHARGERS-3	\$104.48
ANATEK LABS INC	117815	1/9/2025	WATER	PW-WTP-BPO SAMPLING ANALYSIS FOR COMPLIANCE	\$1,695.00
			WSTWTR	BPO-PW-IPT-BPO SAMPLING ANALYSIS FOR COMPLIANCE	\$605.00
				BPO-PW-WWTP-LAB SAMPLE ANALYSIS	\$1,755.00
ANTHONY H SEUBERT	117901	1/9/2025	RECREATION	BPO SENIOR NUTRITION MEAL DELIVERY REIMBURSEMENT	\$211.72
APPLE INC	117816	1/9/2025	RECREATION	IPAD AIR 13-INCH M2 128GB - J.MADRID	\$899.00
			WATER	REPLACEMENT - IPAD PRO 13-INCH M4 FOR B.INGRAM	\$1,399.00
ARROW CONSTRUCTION SUPPLY LLC	117817	1/9/2025	PARKSFAC	PFO31 - ARROW CONSTRUCTION	\$218.75
ASSOCIATION OF IDAHO CITIES	117811	1/9/2025	LEGISLATIV	REG - MAYOR - 2025 AIC CITY OFFICIALS' DAY	\$50.00
AUSTIN BROWN	117823	1/9/2025	FIRE	BPO FIRE - DR. AUSTIN BROWN - MEDICAL CONTROL	\$3,075.00



Voucher's Payable

AVISTA	117818	1/9/2025	CEMETERY	01/03/25 BILL DATE: UTILITY CHARGES	\$103.34
			COMDEV	01/03/25 BILL DATE: UTILITY CHARGES	\$1,188.28
			LIBRARY	01/03/25 BILL DATE: UTILITY CHARGES	\$2,684.06
			PARKSFAC	01/03/25 BILL DATE: UTILITY CHARGES	\$21,955.68
			RECREATION	01/03/25 BILL DATE: UTILITY CHARGES	\$735.06
			SANITATION	01/03/25 BILL DATE: UTILITY CHARGES	\$572.63
			TRNSPN	01/03/25 BILL DATE: UTILITY CHARGES	\$45,322.79
			WATER	01/03/25 BILL DATE: UTILITY CHARGES	\$36,508.39
			WSTWTR	01/03/25 BILL DATE: UTILITY CHARGES	\$29,723.80
AXON ENTERPRISE INC	117819	1/9/2025	POLICE	PD-AXON ENTERPRISE INC-FLEET 3-ALPR LICENSE 1 CAME	\$13,000.00
B&H FOTO & ELECTRONICS CORP	117820	1/9/2025	GOLFCRS	GOLF COURSE SECURITY INSTALLATION	\$3,009.89
			WATER	PW-WW-W-UI MOBILITY UPGRADE	\$4,759.30
			WSTWTR	PW-WW-W-UI MOBILITY UPGRADE	\$2,379.65
BAILEY RAYMOND	117750	12/31/2024	POLICE	BAILEY RAYMOND POST BASIC PATROL ACADEMY MERIDIAN	\$270.00
BANNER BANK-PUBLIC INFO OFCR	117747	12/31/2024	EXECUTIVE	PIO CANVA SUBSCRIPTION	\$119.40
BLUE RIBBON LINEN SUPPLY INC	117821	1/9/2025	WATER	PW-WTP/DISTR BPO LAUNDRY & JANITORIAL SUPPLIES	\$548.37
BOB'S TROPICAL FISH & PET SHOP INC DBA BOB'S PET & POND	117822	1/9/2025	LIBRARY	BPO - LIB - FISH TANK CLEANING	\$79.99
BRADEN LEAVITT	117751	12/31/2024	POLICE	BRADEN LEAVITT POST BASIC PATROL ACADEMY MERIDIAN	\$270.00
BRIDGEPAY NETWORK SOLUTIONS LLC	1959	1/9/2025	FINANCE	BPO - FIN - BRIDGEPAY MONTHLY TRANSACTION FEES	\$378.90
	1960	1/9/2025	FINANCE	BPO - FIN - BRIDGEPAY MONTHLY TRANSACTION FEES	\$345.50
CDW GOVERNMENT LLC	117825	1/9/2025	STMWTR	ADOBE ACROBAT PRO - KAUFMAN	\$251.94
CENTURYLINK	117748	12/31/2024	COMDEV	12/10/24 BILL DATE: UTILITY CHARGES	\$85.93
			FIRE	12/10/24 BILL DATE: UTILITY CHARGES	\$786.71
			INFOSYSTMS	12/10/24 BILL DATE: UTILITY CHARGES	\$578.87
			LIBRARY	12/10/24 BILL DATE: UTILITY CHARGES	\$55.92
			PARKSFAC	12/10/24 BILL DATE: UTILITY CHARGES	\$1,029.23
			POLICE	12/10/24 BILL DATE: UTILITY CHARGES	\$949.87
			TRANSITOP	12/10/24 BILL DATE: UTILITY CHARGES	\$171.86
			WATER	12/10/24 BILL DATE: UTILITY CHARGES	\$429.65
			WSTWTR	12/10/24 BILL DATE: UTILITY CHARGES	\$455.47
	117749	12/31/2024	INFOSYSTMS	11/16/24 BILL DATE: UTILITY CHARGES	\$23.15



Voucher's Payable

CES	117826	1/9/2025	WATER	WR043 PW-WTP-N LEW RECHLORINATION; AB CARD	\$1,561.95
			WSTWTR	PW-WWCOLL-BPO ELECTRICAL SUPPLIES	\$61.60
CH2O INC	117827	1/9/2025	WSTWTR	PW-WWTP-QUARTERLY SRV ON BOILERS	\$226.60
CINTAS CORPORATION #606	117757	1/2/2025	PARKSFAC	BPO - PARKS - CLEANING SUPP. & LAUNDERED UNIFORMS	\$48.04
	117828	1/9/2025	FLTMAINT	BPO/ FLEET UNIFORM RENT & LAUNDRY	\$339.88
			PARKSFAC	BPO - PARKS - CLEANING SUPP. & LAUNDERED UNIFORMS	\$97.96
CITY OF LEWISTON EMPLOYEE BENEFIT-CAFETERIA PLAN	117780	1/9/2025	ADMSVC	Payroll Run 1 - Warrant 010925	\$8,623.83
CLEARWATER CLEANING SERVICES CORP	117829	1/9/2025	PARKSFAC	BPO CONTRACTED CUSTODIAL SERVICES AT LIBRARY	\$4,245.00
CLEARWATER FENCE LLC	117830	1/9/2025	PARKSFAC	TEMPORARY FENCING AT PIONEER PARK PLAYGROUND	\$145.46
CLEARWATER HYDRAULICS LLC	117831	1/9/2025	FLTMAINT	BPO/ FLEET REPAIR PARTS & OSL	\$32.97
CLEMENTS BROWN & MCNICHOLS	117832	1/9/2025	LEGAL	OUTSIDE LEGAL COUNCIL, CB&M, PROFITT FY25	\$5,907.00
COEUR D'ALENE TRACTOR CO	117808	1/9/2025	PARKSFAC	PARKS - ADAM'S TRACTOR - MOWER BLADE	\$26.24
COLEMAN OIL COMPANY LLC DBA COLEMAN OIL COMPANY	117833	1/9/2025	CEMETERY	CP-0206299: BILL DATE 12/22/2024	\$74.13
			COMDEV	CP-0206299: BILL DATE 12/22/2024	\$138.22
				CP-0206958: 12/29/24 BILL DATE	\$82.01
				CP-0209993: BILL DATE 12/31/24	\$39.24
				CP-0212286 BILL DATE 01/05/25	\$72.57
			FIRE	CP-0206299: BILL DATE 12/22/2024	\$1,391.31
				CP-0206958: 12/29/24 BILL DATE	\$888.97
				CP-0209993: BILL DATE 12/31/24	\$312.73
				CP-0212286 BILL DATE 01/05/25	\$715.14
			FLTMAINT	BPO/ FLEET/ LUBE PRODUCTS & CAR WASHES	\$181.50
			HR	CP-0212286 BILL DATE 01/05/25	\$47.12
			LEGISLATIV	CP-0206299: BILL DATE 12/22/2024	\$19.97
			PARKSFAC	CP-0206299: BILL DATE 12/22/2024	\$512.54
				CP-0206958: 12/29/24 BILL DATE	\$255.59
				CP-0209993: BILL DATE 12/31/24	\$187.16
				CP-0212286 BILL DATE 01/05/25	\$165.65
			POLICE	CP-0206299: BILL DATE 12/22/2024	\$1,377.13
				CP-0206958: 12/29/24 BILL DATE	\$1,223.97
				CP-0209993: BILL DATE 12/31/24	\$356.63
				CP-0212286 BILL DATE 01/05/25	\$1,025.38
			RECREATION	CP-0206958: 12/29/24 BILL DATE	\$57.43
			SANITATION	BPO - TS - FUEL	\$89.63
				BPO - TS - FY25 FUEL FOR SDI HAUL	\$1,520.56
				CP-0206958: 12/29/24 BILL DATE	\$81.85
			TRANSITOP	CP-0206299: BILL DATE 12/22/2024	\$1,138.91
				CP-0206958: 12/29/24 BILL DATE	\$865.88
				CP-0209993: BILL DATE 12/31/24	\$466.37
				CP-0212286 BILL DATE 01/05/25	\$649.04
			TRNSPN	CP-0206299: BILL DATE 12/22/2024	\$1,365.19



Voucher's Payable

				CP-0206958: 12/29/24 BILL DATE	\$562.00
				CP-0209993: BILL DATE 12/31/24	\$280.98
				CP-0212286 BILL DATE 01/05/25	\$650.18
			WATER	CP-0206299: BILL DATE 12/22/2024	\$336.97
				CP-0206958: 12/29/24 BILL DATE	\$55.59
				CP-0209993: BILL DATE 12/31/24	\$68.84
				CP-0212286 BILL DATE 01/05/25	\$62.13
			WSTWTR	CP-0206299: BILL DATE 12/22/2024	\$347.95
				CP-0206958: 12/29/24 BILL DATE	\$107.44
				CP-0209993: BILL DATE 12/31/24	\$219.18
				CP-0212286 BILL DATE 01/05/25	\$230.29
COLLIER ELECTRIC LLC	117834	1/9/2025	WSTWTR	BPO-PW-WWTP-ONCALL ELEC SRVS	\$1,424.01
COMMERCIAL TIRE INC	117835	1/9/2025	FLTMAINT	BPO/ FLEET TIRE REPAIRS & DISPOSAL	\$246.00
COMPUNET INC	117836	1/9/2025	POLICE	PD-COMPUNET,FIBER CHANNEL CONFIGURATION,40%	\$270.00
CONSOLIDATED ELECTRICAL DISTRIBUTORS	117837	1/9/2025	TRNSPN	BPO - TR - OPERATING SUPPLIES	\$22.15
			WSTWTR	PW-WWTP-BPO ELEC ITEMS, LIGHT FIXTURES/BULBS/TOOLS	\$282.03
CONSOLIDATED SUPPLY CO	117838	1/9/2025	WATER	WR043 WD - COMM DR RES 16" FL X MJ GATE VALVE	\$9,978.99
CREA CONSTRUCTION INC	117839	1/9/2025	STMWTR	WW052 IFB-24-020 WWTP WATERLINE EXT - CONSTRUCT	\$1,830.81
			WSTWTR	WW052 IFB-24-020 WWTP WATERLINE EXT - CONSTRUCT	\$335,753.92
CULLIGAN WATER LLC	117840	1/9/2025	WSTWTR	PW-WWTP-BPO WATER SOFTENER MAINTENANCE	\$54.75
DAN JOHNSON	117802	1/9/2025	LEGISLATIV	MEALS AIC: CITY OFFC DAT CAPITOL BOISE 01/21/25	\$122.00
DELL MARKETING LP	117841	1/9/2025	INFOSYSTMS	LAPTOP - LPD S. BANKS	\$2,078.14
DERANLEAU'S OF LEWISTON INC	117842	1/9/2025	INFOSYSTMS	TV DISPLAYS	\$699.92
DIGLINE INC	117843	1/9/2025	WATER	PW-W/WW BPO LOCATE SERVICES	\$136.50
			WSTWTR	PW-W/WW BPO LOCATE SERVICES	\$136.50
EAN SERVICES LLC	117845	1/9/2025	LEGISLATIV	CAR RENTAL - MAYOR - R.U.N. IN UNITY CONVENING	\$78.74
EFTPS	1957	1/9/2025	ADMSVC	Payroll Run 1 - Warrant 010925	\$178,650.02
ERB'S ACE HARDWARE LLC	117846	1/9/2025	FIRE	BPO FIRE - ERB HARDWARE - SUPPLIES	\$9.15
FASTENAL COMPANY	117758	1/2/2025	PARKSFAC	BPO - FASTENAL VENDING SUPPLIES	\$300.00
FATBEAM LLC	117847	1/9/2025	LIBRARY	BPO - LIB - PUBLIC INTERNET SERVICES	\$990.00
FERGUSON ENTERPRISES #3011	117848	1/9/2025	PARKSFAC	PARKS - FERGUSON - ROLL OF TRACING WIRING	\$51.00
			WATER	PW-WD-BPO WATERWORKS/PLUMBING FITTINGS/ACCESSORIE	\$1,325.55
			WSTWTR	PW-WWCOLL- BPO MISC SUPPLIES/ITEMS	\$1,014.98
FISHER SYSTEMS INC	117849	1/9/2025	WSTWTR	PW-WW-BPO ALARM MONITORING	\$1,482.68
FOP LEWIS CLARK LODGE #10	117781	1/9/2025	ADMSVC	Payroll Run 1 - Warrant 010925	\$1,779.96
FREEDOM FIRE LLC	117850	1/9/2025	PARKSFAC	FAC - FREEDOM FIRE - WASTE WATER EXTINGUISHERS	\$494.00
				FREEDOM FIRE - COMMUNITY CENTER KITCHEN	\$314.00



Voucher's Payable

GATEWAY MATERIALS	117851	1/9/2025	FLTMAINT	BPO/ FLEET REPAIR PARTS & SUPPLIES	\$34.85
GEORGE WILLIAM REED	117894	1/9/2025	RECREATION	BPO SENIOR NUTRITION MEAL DELIVERY REIMBURSEMENT	\$120.60
GMCO CORPORATION	117759	1/2/2025	TRNSPN	PW-STIS-LIQUID DEICER/MAG CHLORIDE	\$1,989.73
GOCODES	117760	1/2/2025	FIRE	FIRE - GO CODES - INVENTORY	\$1,000.00
GRAINGER	117852	1/9/2025	WSTWTR	BPO-PW-WWTP-P/M/M MAINT SUPPLIES	\$662.80
				PW-WWCOLL-BPO REPAIR PARTS AND RELATED ITEMS	\$421.05
H D FOWLER COMPANY INC	117853	1/9/2025	WATER	PW-WD-INVENTORY ITEMS-HYDRANTS; QUOTES ATTACHED	\$14,078.40
			WATER	PW-WD-NON INVENTORY; STOCK ITEMS - FORD BRASS	\$13,353.66
HAHN RENTAL CENTER	117854	1/9/2025	PARKSFAC	PARKS - HAHN RENTAL: STEEL CHISEL	\$28.99
			WSTWTR	PW-WWCOLL-BPO RENTAL TOOLS	\$40.00
HAHN SUPPLY	117855	1/9/2025	PARKSFAC	BPO - FAC - HVAC SUPPLIES AND TOOLS	\$32.66
			WSTWTR	PW-WWCOLL-BPO OPERATING AND PLUMBING SUPPLIES	\$7.46
HCAA LLC	117856	1/9/2025	RECREATION	REC - CORNHOLE AND VOLLEYBALL SHIRTS / GEAR	\$604.45
HENRY SCHEIN	117857	1/9/2025	FIRE	BPO FIRE - HENRY SCHEIN - EMS SUPPLIES	\$531.80
HOME DEPOT CREDIT SERVICES	117859	1/9/2025	LIBRARY	BPO - LIB - BUILDING SUPPLIES	\$125.30
			PARKSFAC	HOME DEPOT MAINTENANCE SUPPLIES	\$138.94
			TRANSITOP	TRANSIT BPO HARDWARE/TOOLS/CLEANING SUPPLIES	\$74.60
			TRNSPN	BPO - ST/TR - OPERATING SUPPLIES	\$49.98
			WSTWTR	PW-WWTP-BPO SUPPLIES, POWER AND HAND TOOLS	\$453.03
				PW-WWTP-BPO SUPPLIES, POWER AND HAND TOOLS REFUND	(\$175.41)
				WW034 BPO LOSD LIFT STATION MAINT SUPPLIES	\$71.10
HUGHES FIRE EQUIPMENT INC	117860	1/9/2025	FLTMAINT	BPO/ FLEET REPAIR PARTS & REPAIRS	\$190.83
HUNTER SMITH	117752	12/31/2024	POLICE	HUNTER SMITH OFFICE POST TRAINING-NIC POST FALLS	\$5,848.00
	117803	1/9/2025	POLICE	H. SMITH FIRE ARM REIMBURSEMENT NEW OFFICER	\$500.00
I A F F - LOCAL #1773	117782	1/9/2025	ADMSVC	Payroll Run 1 - Warrant 010925	\$3,350.00
IAFF LOCAL 1773 PAC	117783	1/9/2025	ADMSVC	Payroll Run 1 - Warrant 010925	\$571.00
IDAHO CHILD SUPPORT RECEIPTING	117784	1/9/2025	ADMSVC	Payroll Run 1 - Warrant 010925	\$270.00
IDAHO ICE	117861	1/9/2025	INFOSYSTMS	BPO - ISS - WATER	\$25.46
			LEGAL	BPO-LEGAL-WATER FOR CITY ATTY'S OFFICE-FY25	\$11.28
			SANITATION	BPO - TS - IDAHO ICE	\$19.63
IDAHO STATE POLICE	117862	1/9/2025	COMDEV	BPO-CD-FINGERPRINT FEES RELATING TO BUSINESS LIC	\$133.00
IDAHO STATE TAX COMMISSION	117785	1/9/2025	ADMSVC	Payroll Run 1 - Warrant 010925	\$31,909.00
INGRAM LIBRARY	117863	1/9/2025	LIBRARY	BPO - LIB - ADULT FICTION	\$140.82



Voucher's Payable

SERVICES				BPO - LIB - ADULT NONFICTION 1ST FLR	\$406.23
				BPO - LIB - ADULT NONFICTION 2ND FLR	\$289.34
				BPO - LIB - JUVENILE FICTION	\$79.42
				BPO - LIB - JUVENILE NONFICTION	\$527.26
				BPO - LIB - LARGE PRINT	\$179.61
				BPO - LIB - TEEN FIC	\$13.87
				BPO - LIB JUVENILE BOOKMOBILE ORDERS	\$30.84
				LIB - BPO - ADULT BOOKMOBILE	\$235.02
	INTERMOUNTAIN CLAIMS INC	117761	1/2/2025	INSTRUST	NOVEMBER INTERMOUNTAIN INVOICE
INTERNATIONAL CITY MANAGEMENT ASSOCIATION DBA MISSIONSQUARE RETIREMENT	1955	1/9/2025	ADMSVC	Payroll Run 1 - Warrant 010925	\$3,741.14
J M ROOFING & FLAT ROOF SYSTEMS	117865	1/9/2025	WSTWTR	PW-WWTP-MISC ROOFING REPAIRS AT WWTP	\$2,872.00
				WW051 MISC CAPITAL REPAIRS; RE-ROOF SOLIDS BLDG	\$12,263.00
JEREMIAH OATES	117753	12/31/2024	POLICE	JEREMIAH OATES POST BASIC PATROL ACADEMY MERIDIAN	\$270.00
JOHN'S SAW SERVICE	117762	1/2/2025	TRNSPN	BPO - ST/TR - TOOL REPAIR SERVICES	\$128.77
	117866	1/9/2025	PARKSFAC	BPO - PARKS - JOHN'S SAW ENGINE REPAIR	\$241.19
			TRNSPN	BPO - ST/TR - OPERATING SUPPLIES	\$34.99
JON ADAMS	117809	1/9/2025	RECREATION	BPO SENIOR NUTRITION MEAL DELIVERY REIMBURSEMENT	\$144.72
JONES EXCAVATION LLC	117867	1/9/2025	WSTWTR	PW-WWC-SEWER LINE REPAIR AT 721 16TH AVE	\$4,903.89
				WW053 MANHOLE INSTALL 1625 G ST	\$7,000.00
				WW053-WWC-LAMPWELL REPLACEMENT; MH#6133	\$5,000.00
JUSTEN LASLEY	117754	12/31/2024	POLICE	JUSTEN LASLEY POST BASIC PATROL ACADEMY MERIDIAN	\$270.00
KAREN SELDON	117900	1/9/2025	RECREATION	BPO SENIOR NUTRITION MEAL DELIVERY REIMBURSEMENT	\$227.80
KENASTON CORPORATION	117868	1/9/2025	TRANSITCAP	TRANSIT COMMUNITY CENTER BUS STOP CONSTRUCTION	\$106,057.15
KINLEY L PEDERSON	117889	1/9/2025	RECREATION	BPO SENIOR NUTRITION MEAL DELIVERY REIMBURSEMENT	\$25.46
KLEEN SWEEP JANITORIAL	117869	1/9/2025	WATER	PW WD MONTHLY JANITORIAL SRV AT 2605 16TH AVE	\$355.00
LATAH SANITATION INC	117864	1/9/2025	CEMETERY	BPO PARKS AND CEMETERY PORTABLE TOILETS	\$83.00
			PARKSFAC	BPO PARKS AND CEMETERY PORTABLE TOILETS	\$1,141.00
LEWIS CLARK ANIMAL SHELTER	117870	1/9/2025	POLICE	BPO PD ANIMAL SHELTER CONTRACT FEES	\$5,412.83
LHTAC	117871	1/9/2025	TRNSPN	REG - VARIOUS - LHTAC PAVEMENT MAINT	\$540.00
MALWAREBYTES INC	117872	1/9/2025	INFOSYSTMS	MALWAREBYTES ANTIVIRUS	\$14,166.50
MEASURE-TECH INC	117874	1/9/2025	WSTWTR	PW-WWTP-GAS MONITOR SENSOR REPLACEMENTS (4)	\$2,087.55



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MERRICK & COMPANY	117875	1/9/2025	ECONOMIC DEVELOPMENT	21.027 WR0600 ARPA DWNTNW MAIN REPLACE-DESIG;AMD1	\$24,844.32
MIDWEST TAPE LLC	117763	1/2/2025	LIBRARY	BPO - LIB - ADULT DVD ORDERS	\$197.92
	117876	1/9/2025	LIBRARY	BPO - LIB - ADULT DVD ORDERS	\$89.22
				BPO - LIB - JUVENILE DVDS	\$325.36
MISC CUSTOMER REFUND	117764	1/2/2025	SANITATION	UB 2000357561 337 PRESTON	\$81.52
	117765	1/2/2025	STMWTR	UB 1900167436 939 CEDAR	\$91.43
	117766	1/2/2025	SANITATION	UB 1900179000 1128 CEDAR	\$182.86
	117767	1/2/2025	FIRE	RICOH TERMINATION QUOTE ID 20042924, 20042923	\$1,104.64
	117786	1/9/2025	RECREATION	A. COX CHANGED ROOMS REFUND ISSUED	\$15.00
	117787	1/9/2025	RECREATION	A. MOODY REG REFUND CORNHOLE 1/3/25	\$30.00
	117788	1/9/2025	ECONDEV	CDBG-HRP-YATES-GUTTERS AND JUNK REMOVAL	\$2,060.00
	117789	1/9/2025	RECREATION	A. BURMAN FENTON GYM REFUND	\$90.00
	117790	1/9/2025	WSTWTR	PURCHASE 2023 BOBCAT S650 SKID STEER S/N B5FE11692	\$49,900.00
	117791	1/9/2025	ECONDEV	C. RODE CDBG-HRP-SHOWER	\$1,597.77
	117792	1/9/2025	RECREATION	C. HUDSON REG REFUND CORNHOLE 01/03/25	\$30.00
	117793	1/9/2025	WATER	UB 0402005916 1611 21ST	\$3,472.45
	117794	1/9/2025	UNDEFINED	F. FLUGSTAD RECORDS REQUEST 24-5723 REFUND	\$134.75
	117795	1/9/2025	ECONDEV	J. MANZO CDBG-HRP-GUTTERS	\$1,469.00
	117796	1/9/2025	RECREATION	J. WEGNER CORNHOLE REG REFUND 01/03/25	\$30.00
	117797	1/9/2025	SANITATION	UB 1301005037 728 3RD	\$20.00
	117798	1/9/2025	RECREATION	R. GREER REG REFUND CRONHOLE 01/03/25	\$30.00
	117799	1/9/2025	RECREATION	S. DODSON REG REFUND CORNHOLE 1/3/25	\$30.00
	117800	1/9/2025	WATER	UB 0507032352 1410 21ST	\$133.77
	117801	1/9/2025	FIRE	WELLS FARGO RICOH TERM QUOTE 20043091/2004343090	\$1,675.72
MORETON & COMPANY	117768	1/2/2025	INSTRUST	COMMERCIAL AUTOMOBILE AUDIT 2025	\$2,386.00
				EXCESS WORKERS COMP BOND	\$17,159.00
				EXCESS WORKERS COMP CONSULTING FEE	\$25,200.00
				EXCESS WORKERS COMP POLICY PREMIUM	\$141,124.00
NAPA AUTO PARTS	117877	1/9/2025	FLTMANT	BPO - FLEET - REPAIR PARTS & SUPPLIES	\$244.45
			FLTMANT	BPO - FLEET - REPAIR PARTS & SUPPLIES	(\$83.21)
NATIONWIDE RETIREMENT	1954	1/9/2025	ADMSVC	Payroll Run 1 - Warrant 010925	\$8,445.74
NATIONWIDE-RESERVE	1958	1/9/2025	ADMSVC	Payroll Run 1 - Warrant 010925	\$1,232.36
NCPERS GROUP LIFE INS	117804	1/9/2025	ADMSVC	Payroll Run 1 - Warrant 010925	\$1,552.00
NET TRANSCRIPTS INC	117878	1/9/2025	POLICE	PD- TRANSCRIBE INTERNAL AFFAIRS FILES	\$216.91
NEZ PERCE COUNTY RECORDER	117879	1/9/2025	EXECUTIVE	EXEC BPO: RECORDATION OF DOCUMENTS	\$11.00
NORCO INC	117880	1/9/2025	FIRE	BPO FIRE - NORCO - MEDICAL OXYGEN/SUPPLIES	\$986.35



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			WATER	PW-WD-BPO PPE; SAFETY VESTS, SAFETY GLASSES,	\$21.92
NORTH 40 OUTFITTERS	117769	1/2/2025	TRNSPN	BPO - ST/TR - OPERATING SUPPLIES	\$153.42
	117881	1/9/2025	PARKSFAC	BPO - PARKS - NORTH 40 MISC SUPPLIES	\$62.94
			TRNSPN	PW - ENG:GIS - PPE: NICKELSON & RANDALL	\$130.00
				PW - ST - PPE: CROOKS, MILLER, DAVIS, HAY, PERRY	\$177.45
			WATER	PW-WD-BPO OPERATING SUPPLIES	\$277.92
NORTHWEST ENGRAVING	117770	1/2/2025	LIBRARY	LIB - METAL EQUIPMENT TAGS	\$55.00
	117882	1/9/2025	EXECUTIVE	PLAQUE OF APPRECIATION FOR COUNCILOR LIEDKIE	\$85.95
NUANCE COMMUNICATIONS INC	117883	1/9/2025	POLICE	BPO PD SOFTWARE LICENSE FEES FOR DRAGON DICTATION	\$2,500.00
ODP BUSINESS SOLUTIONS LLC	117771	1/2/2025	FINANCE	BPO - ODP OFFICE SUPPLIES	\$24.59
			PARKSFAC	BPO - ODP PARKS AND REC OFFICE SUPPLIES	\$79.36
	117885	1/9/2025	FINANCE	BPO - ODP OFFICE SUPPLIES	\$48.22
			FIRE	OFFICE/STATION COPIER PAPER REFUND	(\$39.68)
			LIBRARY	BPO - LIB - OFFICE SUPPLIES	\$58.02
			PARKSFAC	BPO - ODP PARKS AND REC OFFICE SUPPLIES	\$17.45
ORCHARDS SHOE SHOP	117886	1/9/2025	WSTWTR	PW-WWTP-SAFETY SHOES; L WAY	\$118.00
O'REILLY AUTO PARTS	117884	1/9/2025	FLTMAINT	BPO/ FLEET REPAIR PARTS	\$93.44
OWEN EQUIPMENT	117887	1/9/2025	STMWTR	PW-STORM-DECALS FOR SWEEPER; CAUTION/SAFETY	\$174.11
OXARC	117772	1/2/2025	TRNSPN	BPO - ST/TR - PERSONAL PROTECTIVE EQUIPMENT	\$5.50
	117888	1/9/2025	WSTWTR	PW-WWCOLL-BPO PERSONNEL SAFETY SUPPLIES	\$20.96
PAUL SCOTT DRIVER	117844	1/9/2025	RECREATION	BPO SENIOR NUTRITION MEAL DELIVERY REIMBURSEMENT	\$75.04
PERSI	1956	1/9/2025	ADMSVC	Payroll Run 1 - Warrant 010925	\$244,185.33
PETTY CASH - CITY HALL	117756	12/31/2024	FIRE	DEC '24 PETTY CASH RECONCILIATION	\$7.00
			LIBRARY	DEC '24 PETTY CASH RECONCILIATION	\$34.64
			POLICE	DEC '24 PETTY CASH RECONCILIATION	\$19.75
			TRNSPN	DEC '24 PETTY CASH RECONCILIATION	\$29.10
			WATER	DEC '24 PETTY CASH RECONCILIATION	\$19.00
			WSTWTR	DEC '24 PETTY CASH RECONCILIATION	\$38.00
PORT OF LEWISTON	117890	1/9/2025	INFOSYSTMS	BPO - FIBER CONNECTIONS	\$945.00
PRINTCRAFT PRINTING	117891	1/9/2025	POLICE	BPO PD BUSINESS CARDS	\$75.00
PSYCHOLOGICAL DIMENSIONS LLC	117892	1/9/2025	POLICE	PD PSYCHOLOGICAL TESTING-BLACKMAN & CORDER	\$850.00
RDK CORPORATION DBA SHADOW TRACKERS	117902	1/9/2025	HR	BPO - BACKGROUND CHECK SERVICES	\$208.00
RED HEAD STEERING GEARS INC	117893	1/9/2025	FLTMAINT	REPL STEERING GEAR FOR #709 BUS	\$1,146.00
				REPL STEERING GEARS FOR #354 JETVAC	\$1,232.00
REINER PUMP	117895	1/9/2025	WSTWTR	WW051- WWTP - BACK-UP PUMP FOR WTP LIFT STATION	\$11,552.78



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RELIANCE STANDARD LIFE INSURANCE COMPANY	117805	1/9/2025	ADMSVC	Payroll Run 1 - Warrant 010925	\$8,852.91
RICOH USA INC	117896	1/9/2025	LEGAL	BPO-LEGAL-RICOH MONTHLY COPIER RENTAL FY25	\$134.77
			LIBRARY	BPO - LIB - LEASE FEES	\$280.86
			POLICE	BPO PD COPIER RENTAL	\$199.87
				BPO PD DISPATCH COPIER RENTAL	\$133.65
			WSTWTR	PW-WWCOLL-RICOH IM C4500 LEASE PAYMENT	\$158.18
	117897	1/9/2025	LEGAL	BPO-LEGAL-RICOH MONTHLY COPY FEES FY25	\$20.28
			SANITATION	BPO - PW - MPC4503 COPIER MAINTENANCE	\$8.32
			STMWTR	BPO - PW - MPC4503 COPIER MAINTENANCE	\$8.32
			TRNSPN	BPO - PW - MPC4503 COPIER MAINTENANCE	\$195.53
			WATER	BPO - PW - MPC4503 COPIER MAINTENANCE	\$2.08
			WSTWTR	BPO - PW - MPC4503 COPIER MAINTENANCE	\$2.08
ROGERS MOTORS LLC DBA ROGERS CHRYSLER JEEP DODGE RAM LLC	117898	1/9/2025	FLTMANT	FLEET - REPAIR PARTS & REPAIRS	\$552.20
RUSH TRUCK CENTERS OF IDAHO	117899	1/9/2025	FLTMANT	BPO - FLEET - REPAIR PARTS & REPAIRS	\$215.00
SANITARY DISPOSAL INC DBA SUNSHINE DISPOSAL & RECYCLING	117907	1/9/2025	SANITATION	BPO - PW - FY25 ANNUAL CURBSIDE COLLECTION	\$266,890.49
SHERA S BRYER	117824	1/9/2025	RECREATION	BPO SENIOR NUTRITION MEAL DELIVERY REIMBURSEMENT	\$56.28
SITEONE LANDSCAPE SUPPLY LLC	117903	1/9/2025	RECREATION	SITE ONE - RUBBER FOR BALLFIELD TURF	\$3,365.33
SPLASH CARWASH & DETAILING	117904	1/9/2025	POLICE	BPO PD CAR WASH	\$408.00
STANTEC CONSULTING SERVICES INC	117906	1/9/2025	WATER	WR043 DISINFECTION ANALYSIS W/O UV	\$2,859.50
SUMMIT SAFETY LLC DBA HIVIS SUPPLY	117858	1/9/2025	TRNSPN	PW - ST - PPE: PAT WILSON	\$103.36
TAYLOR THORNTON	117755	12/31/2024	POLICE	TAYLOR THORNTON OFFICE POST TRAINING NIC POST FALL	\$5,848.00
TELEFLEX LLC	117773	1/2/2025	FIRE	FIRE - TELEFLEX - EMS SUPPLIES	\$1,330.00
TETRA TECH INC	117927	1/9/2025	ECONDEV	CD-CDBG-PROCESSING ENVIORNMENTAL REVIEWS FOR CDBG	\$11,200.00
THATCHER COMPANY INC	117928	1/9/2025	WATER	BPO-PW-WTP-SODIUM HYDROXIDE FOR WATER TREATMENT	\$15,524.52
THE MASTER'S TOUCH LLC	117873	1/9/2025	FINANCE	BPO - UB - PRINTING & MAILING MONTHLY STATEMENTS	\$6,470.75
THE UPS STORE	117935	1/9/2025	INFOSYSTMS	BPO - ISS - SHIPPING	\$32.94
THOMAS K THOMPSON DBA SPORT TRUCK CENTER	117905	1/9/2025	WATER	PW-WD-ADDITIONAL OUTFITTING OF TRUCK 370	\$37.00
THOMSON REUTERS - WEST	117929	1/9/2025	LEGAL	BPO-LEGAL-WESTLAW CHARGES FY25	\$1,115.43
TMG SERVICES	117930	1/9/2025	WATER	PW-WTP-WELL 1A; TMG pH PROBE	\$392.98
T-MOBILE	117908	1/9/2025	TRNSPN	BPO - ENG - MOBILE/TABLET MONTHLY CHARGES	\$125.21



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	117909	1/9/2025	TRNSPN	BPO - ST - MOBILE MONTHLY BILL: J MILLER	\$19.52
	117910	1/9/2025	LEGISLATIV	BPO COUNCIL: MONTHLY TMOBILE CHARGES	\$184.19
	117911	1/9/2025	TRNSPN	BPO - ENG - MOBILE/TABLET MONTHLY CHARGES	\$20.25
	117912	1/9/2025	INFOSYSTMS	BPO - T-MOBILE LINES MONTHLY BILL	\$12.90
	117913	1/9/2025	LIBRARY	BPO - LIB - MONTHLY CELL AND DATA CHARGES	\$269.71
	117914	1/9/2025	WATER	PW-WTR-BPO MOBILE/TABLET MONTHLY CHARGES	\$329.54
	117915	1/9/2025	POLICE	BPO PD DEPARTMENT CELL PHONE CHARGES	\$167.62
	117916	1/9/2025	COMDEV	BPO-CD-PHONE SERVICE FOR CELL PHONES & TABLETS	\$223.69
	117917	1/9/2025	PARKSFAC	BPO PARKS CELL PHONE CHARGES	\$292.32
	117918	1/9/2025	WSTWTR	NEW IPAD AND IPAD UPGRADES-WOODS, LEE, CREVISTON	\$3,149.97
	117919	1/9/2025	WSTWTR	PW-WW-BPO MOBILE/TABLET MONTHLY CHARGES	\$208.75
	117920	1/9/2025	EXECUTIVE	EXEC BPO: TMOBILE CHARGES FOR CLERK CITY PHONE	\$34.68
	117921	1/9/2025	PARKSFAC	BPO REC ADMIN CELL PHONE CHARGES	\$114.07
	117922	1/9/2025	EXECUTIVE	BPO-PIO-MONTHLY PHONE BILL	\$44.27
	117923	1/9/2025	HR	BPO - DATA SERVICE FOR HR DEPARTMENT	\$4.80
	117924	1/9/2025	TRANSITOP	BPO TRANSIT IPAD DATA PLAN	\$16.40
	117925	1/9/2025	TRNSPN	BPO - ENG - MOBILE/TABLET MONTHLY CHARGES	\$24.00
	117926	1/9/2025	STMWTR	BPO - STMW - TABLET MONTHLY CHARGES	\$45.95
TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS INC	117931	1/9/2025	POLICE	BPO TLO ACCESS FEES FOR INVESTIGATIONS	\$125.00
TRIBUNE PUBLISHING CO	117932	1/9/2025	COMDEV	BPO-CD-PZC- PUBLISHED NOTICES FOR PUBLIC HEARINGS	\$163.52
			ECONDEV	CD-CDBG-AD FOR RELEASE OF FUNDS IN TRIBUNE	\$180.68
			EXECUTIVE	ADVERTISEMENTS FOR CITY COUNCIL VACANCY	\$650.00
				EXEC BPO: PUBLICATIONS AND ORDINANCE SUMMARIES	\$81.76
TRI-STATE MEMORIAL HOSPITAL	117774	1/2/2025	POLICE	PD-PRE EMPLOYMENT OFFICE EXAMS-CORDER, SANTANA,	\$360.00
TW ENTERPRISES INC	117933	1/9/2025	WATER	PW-WTP-GENERATOR REPAIRS & MAINTENANCE	\$1,582.22
TYLER TECHNOLOGIES INC	117775	1/2/2025	INFOSYSTMS	CREDIT CARD TERMINALS	\$4,680.00
UNIFORMS2GEAR INC	117934	1/9/2025	FIRE	FIRE - UNIFORMS2GEAR - RFFT GEAR	\$1,974.48
URM STORES INC	117936	1/9/2025	RECREATION	BPO - SENIOR NUTRITION - DAILY FOOD PURCHASES	\$1,004.84
			WATER	PW-WTP-BPO OPERATING/BREAKROOM/CLEANING SUPPLIES	\$69.31
US POSTAL SERVICE	117776	1/2/2025	UNDEFINED	REPLENISH POSTAGE ACCOUNT	\$10,000.00
VALLEY VISION INC	117937	1/9/2025	LEGISLATIV	FY 25 SERVICES AGREEMENT - COUNCIL APPROVED 10/24	\$20,000.00



Voucher's Payable

VERIZON WIRELESS	117777	1/2/2025	COMDEV	12/12/24 BILL DATE: UTILITY CHARGES	\$337.51
			EXECUTIVE	12/12/24 BILL DATE: UTILITY CHARGES	(\$30.66)
			FIRE	12/12/24 BILL DATE: UTILITY CHARGES	\$1,821.29
			FLTMANT	12/12/24 BILL DATE: UTILITY CHARGES	\$47.48
			HR	12/12/24 BILL DATE: UTILITY CHARGES	\$37.48
			INFOSYSTMS	12/12/24 BILL DATE: UTILITY CHARGES	\$768.70
			LEGISLATIV	12/12/24 BILL DATE: UTILITY CHARGES	\$33.44
			PARKSFAC	12/12/24 BILL DATE: UTILITY CHARGES	\$97.29
			POLICE	12/12/24 BILL DATE: UTILITY CHARGES	\$2,396.34
			STMWTR	12/12/24 BILL DATE: UTILITY CHARGES	\$58.55
			TRANSITOP	12/12/24 BILL DATE: UTILITY CHARGES	\$61.42
			TRNSPN	12/12/24 BILL DATE: UTILITY CHARGES	\$929.62
			WATER	12/12/24 BILL DATE: UTILITY CHARGES	\$1,267.33
			WSTWTR	12/12/24 BILL DATE: UTILITY CHARGES	\$788.25
VWR INTERNATIONAL LLC	117938	1/9/2025	WSTWTR	BPO-PW-WWTP-LAB SUPPLIES	\$1,152.68
WASHINGTON STATE SUPPORT REGISTRY	117806	1/9/2025	ADMSVC	Payroll Run 1 - Warrant 010925	\$535.16
WELLS FARGO & COMPANY	1879	12/30/2024	FIRE	BPO FIRE - COSTCO - STATION SUPPLIES	\$207.61
	1880	12/30/2024	TRNSPN	PW-ENG-OFFICE CHAIR FOR NEW SURVEY TECH	\$162.59
	1881	12/30/2024	FIRE	BPO FIRE - COSTCO - STATION SUPPLIES	\$448.91
	1882	12/30/2024	FIRE	FIRE - COSTCO - OFFICE CHAIR	\$162.59
	1883	12/30/2024	FIRE	BPO FIRE - COSTCO - STATION SUPPLIES	\$553.37
WELLS ONE-COMMUNITY DEVELOPMENT DEPT DBA WELLS FARGO BANK	1877	12/30/2024	COMDEV	BPO-CD-ICC ONLINE CONTINUED LEARNING TRAININGS	\$240.00
	1878	12/30/2024	COMDEV	CD-PARKING CHALK STICK & CHALK FOR CODE RESOURCE	\$62.78
WELLS ONE-EXECUTIVE DEPT DBA WELLS FARGO BANK	1876	12/30/2024	LEGISLATIV	TMACS: MAYOR ARMY CORP BUSINESS MEETING LUNCH	\$50.00
	1884	12/30/2024	POLICE	SHIPPING FBI ACADEMY ITEMS TO CHIEF KUZIK	\$29.81
WELLS ONE-FINANCE DEPT DBA WELLS FARGO BANK	1885	12/30/2024	FINANCE	BRAZINGTON RETIREMENT REFRESHMENTS	\$23.98
	1886	12/30/2024	FINANCE	BPO - FIN - URA INTUIT QUICKBOOKS SUBSCRIPTION	\$35.00
WELLS ONE-FIRE DEPT DBA WELLS FARGO BANK	1887	12/30/2024	FIRE	FIRE - ARBY'S - AMBULANCE BILLING	\$73.38
	1889	12/30/2024	FIRE	TRAVEL - FIRE - LUCAS - NFA	\$305.13
	1890	12/30/2024	FIRE	TRAVEL-FIRE-BURKE-FERNO COT CARE	\$109.07
	1891	12/30/2024	FIRE	TRAVEL-FIRE-BURKE-FERNO COT CARE	(\$109.07)
	1892	12/30/2024	FIRE	TRAVEL - FIRE - LUCAS - NFA	\$40.00



Voucher's Payable

WELLS ONE-HR/RISK DEPT DBA WELLS FARGO BANK	1893	12/30/2024	FIRE	TRAVEL-FIRE-BURKE-FERNO COT CARE	\$561.50
	1896	12/30/2024	HR	COMMUNAL PLATES AND BOWLS FOR CITY HALL STAFF USE	\$20.98
	1897	12/30/2024	HR	BPO - FACEBOOK JOB ADVERTISEMENTS	\$132.66
	1898	12/30/2024	HR	BPO - FACEBOOK JOB ADVERTISEMENTS	\$4.79
	1899	12/30/2024	HR	10 COUNT OF RETIREMENT GIFT BOOKLETS	\$1,035.00
	1900	12/30/2024	HR	ANNUAL SHRM PROFESSIONAL MEMBERSHIP- L BURRIS	\$264.00
	1901	12/30/2024	HR	BPO - FACEBOOK JOB ADVERTISEMENTS	\$2.00
	1902	12/30/2024	HR	BPO - FACEBOOK JOB ADVERTISEMENTS	\$7.00
WELLS ONE-INFO SYS/SEC DEPT DBA WELLS FARGO BANK	1904	12/30/2024	INFOSYSTMS	ZOHO ASSIST - ADDITIONAL LICENSES	\$49.91
	1905	12/30/2024	INFOSYSTMS	DOMAIN RENEWAL AND SECURITY	\$160.08
	1906	12/30/2024	INFOSYSTMS	BPO - UNIFI IDENTITY LICENSES	\$58.00
	1907	12/30/2024	INFOSYSTMS	TRAVEL-ISS-HOTEL-SPOONER, BIRDSSELL-SPLLMAN/LPR	\$143.65
	1908	12/30/2024	INFOSYSTMS	TRAVEL-ISS-HOTEL-SPOONER, BIRDSSELL-SPLLMAN/LPR	\$143.65
	1909	12/30/2024	INFOSYSTMS	BPO - UNIFI IDENTITY LICENSES	\$794.14
	1910	12/30/2024	INFOSYSTMS	BPO - NETWORK/SECURITY HARDWARE	\$4,661.00
	1911	12/30/2024	INFOSYSTMS	BITWARDEN PASSWORD MANAGER LICENSES	\$125.38
WELLS ONE-LIBRARY DEPT DBA WELLS FARGO BANK	1912	12/30/2024	INFOSYSTMS	BPO - NETWORK/SECURITY HARDWARE	\$942.00
	1935	12/30/2024	LIBRARY	LIB - EVERYBODY READS REFRESHMENTS	\$95.21
	1936	12/30/2024	LIBRARY	VIDEO GAME CONSOLE - STEM GRANT	\$499.44
	1937	12/30/2024	LIBRARY	BOOK RETURN SHIPMENT FEE	\$6.88
	1939	12/30/2024	LIBRARY	LIB - FOREST SERVICE GRANT - FOREST MAPS	\$173.00
	1940	12/30/2024	LIBRARY	BPO - LIB - 3D FILAMENT	\$46.98
	1942	12/30/2024	LIBRARY	LIB - FOREST SERVICE GRANT EQUIPMENT PURCHASE	\$2,496.86
WELLS ONE-PARKS & REC DEPT DBA WELLS FARGO BANK	1943	12/30/2024	LIBRARY	LIB - FOREST SERVICE GRANT EQUIPMENT PURCHASE	(\$144.93)
	1913	12/30/2024	RECREATION	SUPPLIES FOR DINNER WITH THE GRINCH	\$129.38
	1914	12/30/2024	RECREATION	TRAINING-MADRID-CEU'S FOR YOUTH SPORTS ADMIN CERT	\$20.00
WELLS ONE-POLICE DEPT DBA WELLS FARGO BANK	1944	12/30/2024	POLICE	PD-HOTEL-BANKS,KJORNESS-TECH VISIT TRAINING	\$135.20
	1945	12/30/2024	POLICE	PD-HOTEL-BANKS,KJORNESS-TECH VISIT TRAINING	\$135.20
	1946	12/30/2024	POLICE	BPO PD FOOD FOR K9 ZIVA,CHEWY.COM	\$85.48
	1947	12/30/2024	POLICE	PD 5 LAW ENFORCEMENT COMMAND BOARDS	\$1,672.64
	1948	12/30/2024	POLICE	HOTEL-REESE-SWAT COMMAND DECISION MAKING	\$685.95
	1950	12/30/2024	POLICE	PD-UNDERCOVER VEHICLE ANNUAL REGISTRATION	\$47.15



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WELLS ONE-PUBLIC WORKS DEPT DBA WELLS FARGO BANK	1951	12/30/2024	POLICE	REG- ANDERSON,EYLER,MARKETTI,DONNER BERG-HOSTAGE NEG	\$200.00
	1952	12/30/2024	POLICE	PD LATEX GLOVES; DELTA GLOVES	\$642.00
	1953	12/30/2024	POLICE	TRAVEL-REESE-POST PATROL GRADUATION	\$118.42
	1915	12/30/2024	WATER	PW-WTP-D HENRIKSEN-ONLINE SCISSOR LIFT TRAINING	\$49.95
	1916	12/30/2024	WATER	BPO-PW-W-WW-MONTHLY CHARGES; SIPTRUNK	\$34.26
			WSTWTR	BPO-PW-W-WW-MONTHLY CHARGES; SIPTRUNK	\$68.52
	1917	12/30/2024	TRNSPN	PW-ST5-20 EMBROIDERED CAPS; RUT HARD CLOTHING CO	\$569.00
	1918	12/30/2024	TRNSPN	PW-GIS-CHAIR FOR NEW GIS TECH	\$296.79
	1919	12/30/2024	WSTWTR	PW-WWTP-DOORKING INC; MONTHLY SUBSCRIPTION	\$51.95
	1920	12/30/2024	WATER	PW-WTP-INLINE AIR-RELEASE VALVE; MCMASTER CARR	\$171.71
	1921	12/30/2024	WSTWTR	PW-WWC-DOPL APPLICATION; K EVANS WWC4	\$55.00
	1922	12/30/2024	TRNSPN	PW - TR - IMSA 2025 RENEWAL: M KELLEY	\$100.00
	1923	12/30/2024	WATER	PW-WD-DOPL RENEWALS; B ARNOLD	\$30.00
	1924	12/30/2024	WATER	PW-WD-DOPL RENEWALS; B ARNOLD	\$30.00
	1925	12/30/2024	WATER	PW-WD-DOPL RENEWALS; B ARNOLD	\$30.00
	1926	12/30/2024	STMWTR	PW - WINTER PPE: BOBBY DAVIS & JOSHUA SCOTT	\$39.59
			TRNSPN	PW - WINTER PPE: BOBBY DAVIS & JOSHUA SCOTT	\$180.42
	1927	12/30/2024	TRNSPN	PW - ST - HI-VIS INSULATED VEST: MILLER & MURRILL	\$165.02
	1928	12/30/2024	TRNSPN	PW-ADMIN-APWA ANNUAL MEMBERSHIP; TOLMAN	\$248.00
	1929	12/30/2024	WSTWTR	PW-WWC-DOPL LICENSE WWC1; K HIGBEE; APPLICATION	\$55.00
	1930	12/30/2024	WSTWTR	PW-WWC-DOPL EXAM; WWC-1; K LEE RETEST 12/3/24	\$106.00
	1931	12/30/2024	WATER	PW-WTP-DOPL EXAM; WT1; D HENRIKSEN; 12/3/24	\$106.00
	1932	12/30/2024	WSTWTR	PW-WWTP-C WILKINS, E WILPONEN OWP COURSES	\$449.00
	1933	12/30/2024	WSTWTR	PW-WWC-DOPL EXAM WWC2 KMURRELL; 12/17/24 RETEST	\$106.00
	1934	12/30/2024	TRNSPN	PW - ST - APWA POTHOLE PRACTICES GUIDE (2 QTY)	\$32.00
WELLS ONE-SERVICE CENTER DEPT DBA WELLS FARGO BANK	1894	12/30/2024	FLTMAINT	NEW RADIATOR FOR #279	\$219.00
	1895	12/30/2024	FLTMAINT	REPL FUEL PUMPS FOR 174 & 175 PATSUVS	\$396.27
WESTERN RECYCLERS INC	117939	1/9/2025	FINANCE	BPO - FIN - WESTERN RECYCLERS - SHREDDING	\$34.66
			FIRE	BPO FIRE - WESTERN RECYCLERS - SHREDDING	\$52.00
			HR	BPO - FIN - WESTERN RECYCLERS - SHREDDING	\$17.34
			LIBRARY	BPO - LIB - RECYCLING SERVICES FEE	\$52.00



Voucher's Payable

			POLICE	BPO PD SHREDDING SERVICES	\$52.00
			TRNSPN	BPO - PW OFFICE - SHREDDING SERVICES	\$45.00
WESTERN STATES EQUIPMENT	117940	1/9/2025	WSTWTR	PW-WWTP-PREVENT MAINT & BATT; GEN #3, #4 & SSHORE	\$3,182.57
WHEN THEN PROJECT LLC	117941	1/9/2025	POLICE	PD-60-69 WHEN THE PROJECT LICENSE ACCESS (64)	\$3,148.80
WHOLESALE RADIATOR	117942	1/9/2025	FLTMAINT	BPO - FLEET - RADIATOR REPAIRS	\$12.60
WILBUR-ELLIS COMPANY	117943	1/9/2025	PARKSFAC	WILBUR ELLIS - SINGLE SHOT FERTILIZER/FOR PARKS	\$7,500.00
WITMER PUBLIC SAFETY GROUP INC	117778	1/2/2025	FIRE	FIRE - WITMER - NEW RESERVE DUTY BOOTS	\$2,319.13
				FIRE - WITMER - TOOLS	\$313.94
	117944	1/9/2025	FIRE	FIRE - WITMER - STRUCTURE BOOTS	\$391.93
				FIRE - WITMER - TOOLS	\$296.10
WSCCCE	117807	1/9/2025	ADMSVC	Payroll Run 1 - Warrant 010925	\$1,826.09
ZOLL MEDICAL CORPORATION GPO	117779	1/2/2025	FIRE	BPO FIRE - ZOLL - EMS SUPPLIES	\$103.32
	117945	1/9/2025	FIRE	BPO FIRE - ZOLL - EMS SUPPLIES	\$1,042.12
Total					\$1,992,311.39



CITY COUNCIL MEETING AGENDA ITEM SUMMARY

ITEM TITLE FINAL PLAT - VALLEY VISTA HEIGHTS, BLOCK 18	AGENDA NO. V. D. AGENDA DATE: January 27, 2025
ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.) The Lewiston Planning and Zoning Commission reviewed the preliminary plat submittal at their regular meeting on June 23, 2021, and voted unanimously to recommend approval to the Lewiston City Council. The Lewiston City Council considered the preliminary plat on July 12, 2021, and voted to approve the preliminary plat as presented. The Lewiston City Council approved extension requests for the preliminary plat on July 25, 2022, February 13, 2023, and May 13, 2024. The Valley Vista Heights, Block 18 preliminary plat proposes to plat or re-plat approximately 0.71 acres of property located within Stages 2 & 5 of the Valley Vista PUD into 2 Lots. All development of the proposed lots will be subject to the conditions of the Valley Vista PUD agreement, including applicable housing type and building height allowances. Approximately 133 l.f. of public street and associated public utilities have been constructed to service the finished subdivision. The property is located south and east of the existing intersection of Knollcrest Court, and Knollcrest Drive. Future development within the PUD proposes to construct the extension of Knollcrest Drive southerly, to intersect with Crestline Circle Drive, to the local residential standard. Development and construction completed in conjunction with the development of Valley Vista Heights, Block 17, to the south, temporarily improved the connection to the emergency fire access road standard for the interim. A single-family residence is currently located on the portion of the proposed Lot 2 that is currently Lot 10 of Block 12 of Valley Vista Heights. The existing Lot 10 is being re-platted to add additional currently un-platted property, resulting in the larger proposed Lot 2. Due to elevated geologic hazards within the proposed subdivision area, each proposed lot will be required to provide a lot-specific geotechnical evaluation of the proposed improvements prior to development of the individual lots. The subject property is currently zoned PUD, and the proposed lot configurations adhere to the requirements of the Valley Vista PUD Agreement and the City of Lewiston Zoning Ordinance, City Code Chapter 37. The subdivision plat complies with the applicable requirements of the City of Lewiston Subdivision Ordinance, City Code Chapter 32, and Title 50, Chapter 13 of Idaho Code.	

BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources)
Approval of this subdivision plat will result in future impacts on Public Works' staff and budgets due to the required maintenance associated with public improvements constructed and dedicated as part of the proposed development.
ACTION PROPOSED
Staff recommends that the Lewiston City Council approve the Valley Vista Heights, Block 18 – final plat as presented. A draft Reasoned Statement, with entries based on the information contained in the staff report, has been attached to the information packet for your consideration or use, at your discretion.

VALLEY VISTA HEIGHTS, BLOCK 18

A DIVISION OF A PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF
SECTION 12, TOWNSHIP 35 NORTH, RANGE 6 WEST, BOISE MERIDIAN, CITY OF LEWISTON,
COUNTY OF NEZ PERCE, STATE OF IDAHO.

OWNER'S DEDICATION

We, the undersigned Owner's of the hereon described and platted property do hereby certify that we:

- Intend to subdivide said property as indicated by this instrument;
- Dedicate those areas as noted and shown hereon to the City of Lewiston as a public right-of-way.
- Grant to the City of Lewiston all easements, unless shown otherwise.
- All lots will be served by a public sewer system and the existing public sewer system provider has agreed in writing to serve all the lots in this subdivision.
- All of the lots described in this plat will be eligible to receive water service from an existing water system, be the water system municipal, a water district, a utility subject to the regulation of the Idaho Public Utilities Commission, or a mutual nonprofit water company, and the existing water distribution system has agreed in writing to serve all the lots in this subdivision.

Chester P. McCann Date 1/17/25
Chester P. McCann, General Partner
Janice L. Chastain Date 1-17-25
Janice L. Chastain

DEED OF TRUST CONSENT

Idaho Central Credit Union, as beneficiary of a deed of trust recorded (October 15, 2022) as Instrument No. 903667, do hereby consent to this subdivision and conditions thereof as evidenced by the signatures of the authorized signer(s) of the Corporation below.

Jessica Ongstad / Branch Manager 01/03/2025
Corporate Title: _____ Date

ACKNOWLEDGMENT

State of IDAHO)
County of NEZ PERCE) ss

On this 7 day of JANUARY, 2025, before me personally appeared Chester P. McCann, to me known to be the General Partner of the Joe and Frances McCann Family Limited Partnership, an Idaho Limited Liability Company that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Limited Liability Company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument.

GIVEN under my hand and official seal the day and year last above written.

Deborah J. Hase
Notary Public in and for the State of IDAHO
residing at LEWISTON, ID
My commission expires 12-22-2026



ACKNOWLEDGMENT

State of IDAHO)
County of NEZ PERCE) ss

On this 7 day of JANUARY, 2025, before me personally appeared Janice L. Chastain, to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged that she signed and sealed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

Deborah J. Hase
Notary Public in and for the State of IDAHO
residing at LEWISTON, ID
My commission expires 12-22-2026



ACKNOWLEDGMENT

State of IDAHO)
County of NEZ PERCE) ss

Before me, the undersigned notary public, personally appeared Jessica Ongstad, known or identified to me to be the authorized signer(s) of Idaho Central Credit Union, the corporation that executed the foregoing deed of trust consent or the persons who executed the foregoing deed of trust consent on behalf of said corporation, and acknowledged to me that such corporation executed the same.

In witness thereof, this 03 day of JANUARY, 2025, I set my hand and affix my seal.

GADE JOHNSON
Notary Public in and for the State of IDAHO
residing at 429 Main RD
My commission expires 8/14/2030



LEGAL DESCRIPTION

LOT 10 OF VALLEY VISTA HEIGHTS BLOCK 12 AND A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 12 NORTH, RANGE 6 WEST, BOISE MERIDIAN, CITY OF LEWISTON, COUNTY OF NEZ PERCE, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 5, BLOCK 9 OF THE VALLEY VISTA HEIGHTS SUBDIVISION AS SHOWN BY INSTRUMENT NO. 487670, RECORDS OF NEZ PERCE COUNTY, SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY OF KNOLLCREST DRIVE;

THENCE SOUTH 85°22'00" EAST A DISTANCE OF 113.67 FEET TO THE SOUTHEAST CORNER OF SAID LOT 5 AND SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF BRYDEN CANYON ROAD, FEDERAL AID PROJECT NO. DPI-0060(001) AND BEING 283.612 FEET RIGHT OF CENTERLINE STATION 22+94.26;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY, SOUTH 11°01'05" WEST A DISTANCE OF 100.62 FEET;
THENCE LEAVING SAID RIGHT-OF-WAY, NORTH 85°22'00" WEST A DISTANCE OF 102.48 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF KNOLLCREST DRIVE;

THENCE ALONG SAID RIGHT-OF-WAY OF KNOLLCREST DRIVE, NORTH 04°37'58" EAST A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING, 0.248 ACRES, MORE OR LESS.

AND

BEGINNING AT THE SOUTHWEST CORNER OF LOT 10, BLOCK 12 OF THE VALLEY VISTA HEIGHTS SUBDIVISION AS SHOWN BY INSTRUMENT NO. 629023, RECORDS OF NEZ PERCE COUNTY;

THENCE NORTH 14°00'04" WEST ALONG THE WEST LINE OF SAID LOT 10 A DISTANCE OF 100.01 FEET TO THE NORTHWEST CORNER OF SAID LOT 10 AND ALSO BEING A POINT OF THE SOUTHERLY RIGHT-OF-WAY LINE OF KNOLLCREST COURT;

THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE NORTH 74°58'58" EAST A DISTANCE OF 62.43 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

THENCE ALONG SAID RIGHT-OF-WAY CURVE TO THE RIGHT HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 04°38'58", AND AN ARC LENGTH OF 14.20 FEET;

THENCE CONTINUE ALONG SAID RIGHT-OF-WAY NORTH 79°37'58" EAST A DISTANCE OF 28.09 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

THENCE CONTINUE ALONG SAID RIGHT-OF-WAY CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 105°00'00", AND AN ARC LENGTH OF 36.65 FEET TO A POINT OF THE WEST RIGHT-OF-WAY LINE OF KNOLLCREST DRIVE;

THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE, SOUTH 04°37'58" WEST A DISTANCE OF 3.30 FEET;

THENCE CONTINUE ALONG SAID RIGHT-OF-WAY SOUTH 85°22'02" EAST A DISTANCE OF 50.00 FEET TO A POINT OF THE EAST RIGHT-OF-WAY OF SAID KNOLLCREST DRIVE;

THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE, SOUTH 04°37'58" WEST A DISTANCE OF 54.39 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF 22°27'34", AND AN ARC LENGTH OF 88.20 FEET;

THENCE NORTH 62°54'28" WEST, A DISTANCE OF 50.00 FEET;

THENCE NORTH 73°33'37" WEST, A DISTANCE OF 81.15 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.460 ACRES, MORE OR LESS.

SURVEY NARRATIVE

The purpose of this Administrative Plat was to re-plot Lot 10 of Valley Vista Heights Block 12 and to create a new lot south of Lot 5 of Valley Vista Heights Block 9 and the road as shown. Lot 10 was established from found monumentation per R4 & R5 as show hereon. The westerly right-of-way line of Bryden Canyon was determined from found and accepted monumentation along with the easterly line of Valley Vista Heights, Block 9 per R4.

SURVEYOR CERTIFICATION

I, Miguel A. Martinez, do hereby certify that I am a Professional Land Surveyor, licensed by the State of Idaho, and that this map has been prepared from an actual survey made on the ground under my supervision, and that this map is an accurate representation of said survey.

Miguel A. Martinez
MIGUEL A. MARTINEZ, PLS 8076

12/19/24
DATE



CITY ENGINEER'S CERTIFICATE

I hereby certify that I have examined this plat and that it complies with the requirements of the Subdivision Ordinance of the City of Lewiston, Idaho.

Luke Antonich 1/15/25
ENGINEER, CITY OF LEWISTON, IDAHO
P.E. 18362 DATE

CITY CLERK'S CERTIFICATE

I hereby certify that this plat, and the dedications and easements shown hereon, have been approved and accepted by the City Council of Lewiston, Idaho at a meeting held on the _____ day of _____, 20____.

CLERK, CITY OF LEWISTON, IDAHO DATE

CITY SURVEYOR'S CERTIFICATE

I hereby certify that this Plat has been examined and that it complies with the requirements of Title 50, Chapter 13, Idaho Code.

Carl T. Tull 1-15-2025
SURVEYOR, CITY OF LEWISTON, IDAHO
P.L.S. 10504 DATE

PUBLIC HEALTH - IDAHO NORTH CENTRAL DISTRICT

Sanitary Restrictions as required by Idaho Code, Title 50, Chapter 13, have been satisfied. Sanitary Restrictions may be reimposed, in accordance with Section per 50-1326, Idaho Code, by the issuance of a certificate of disapproval.

Bonnie Waldemason R.E.H.S. 12-16-24
ENVIRONMENTAL HEALTH SPECIALIST
PUBLIC HEALTH - IDAHO NORTH CENTRAL DISTRICT DATE

COUNTY TREASURER

I hereby certify that all ad valorem taxes and assessments for the property hereon described have been paid for the year 2024 and preceding years.

for Michelle P. Kirk 1/10/25
NEZ PERCE COUNTY TREASURER DATE

COUNTY RECORDER CERTIFICATE

NEZ PERCE COUNTY RECORDER DATE



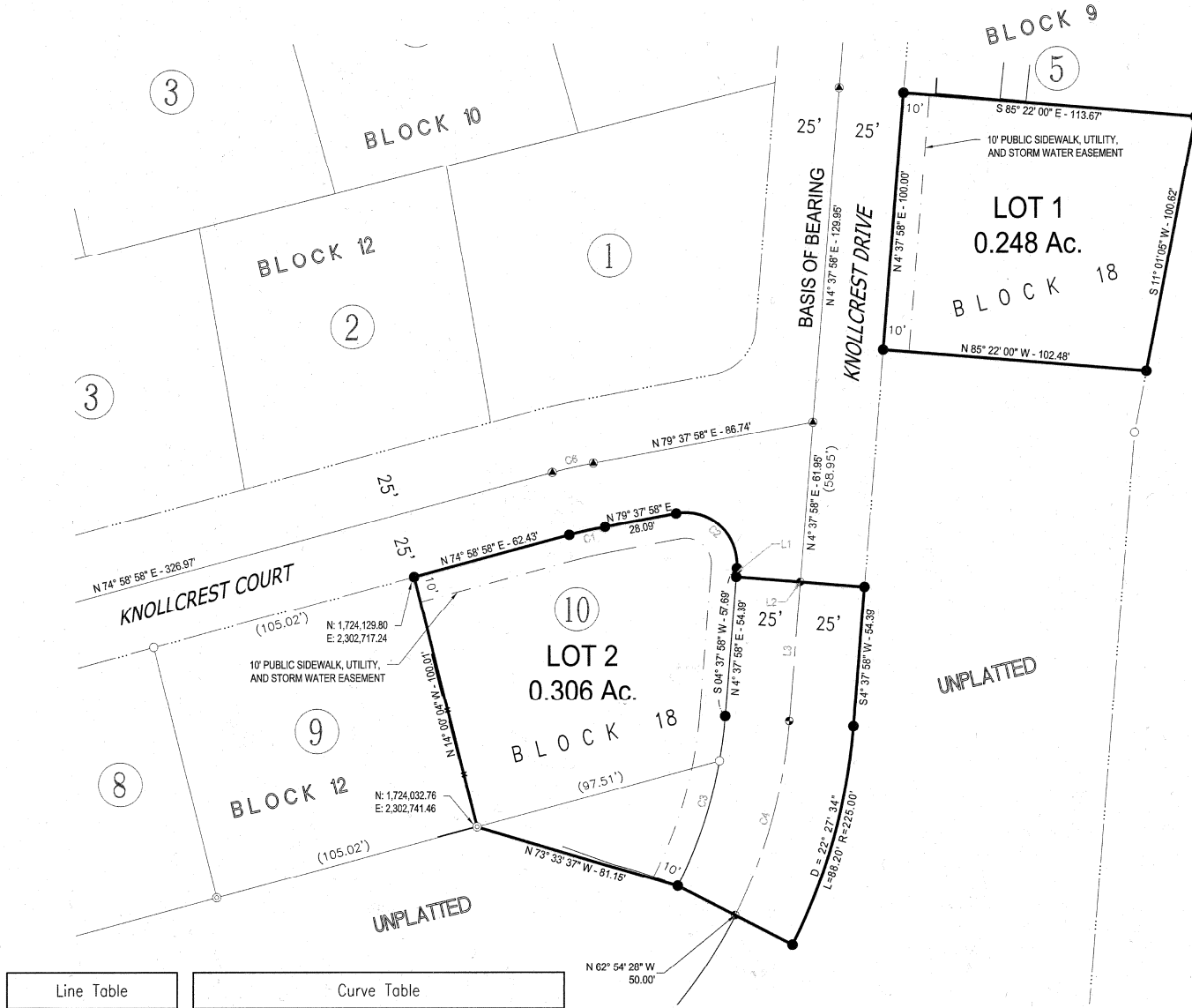
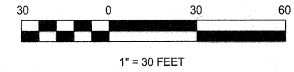
KELTIC ENGINEERING, INC.

315 Adams Lane • Lewiston, Idaho 83501 • (208) 743-2135 • (208) 743-2136 fax
✦ Development ✦ Planning ✦ Design ✦ Construction Management

VALLEY VISTA HEIGHTS, BLOCK 18 Sec. 12, Township 35 North, Range 6 West, B.M. City of Lewiston, Nez Perce County, Idaho		
DRAWN BY RGW	DATE DEC. 2024	PROJECT NUMBER 21-0002
CHECKED BY MAM	SCALE None	SHEET 1 OF 2

VALLEY VISTA HEIGHTS, BLOCK 18

A DIVISION OF A PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 6 WEST, BOISE MERIDIAN, CITY OF LEWISTON, COUNTY OF NEZ PERCE, STATE OF IDAHO.



LEGEND

- Set 5/8" x 30" long rebar w/ yellow cap "PLS 8076"
- ⊙ Found 5/8" rebar w/ cap "PLS 4346"
- ▲ Found centerline Aluminum cap monument in case
- ⊙ Set centerline 2" Aluminum cap monument in case "PLS 8076"
- Calculated position, nothing found or set
- Subject Parcel Boundary
- Centerline
- Right of Way line
- Lewiston Orchards Tract Lot Line
- Parcel Line
- Chainlink Fence
- Vinyl Fence
- Wire Fence
- (R#) Record measurement per Survey References

BASIS OF BEARINGS

The Basis of Bearings is N 04°37'58" E, between the found centerline monuments as shown hereon.

SURVEY REFERENCES

- (R1) US Patent Certificate #1594.
- (R2) Warranty Deed, Instr. #672618.
- (R3) Warranty Deed, Instr. #881916.
- (R4) Valley Vista Heights Subdivision, Instr. #437670.
- (R5) Valley Vista Heights, Block 12, Instr. #629023.

SURVEYORS NOTES

- Instrument No. 598066 is an easement to Washington Water Power for public utilities and is a over and across description and is not shown hereon.
- That portion of Lot 2 lying within Lot 10 of Block 12 of Valley Vista Heights Addition to the City of Lewiston is subject to Warranty Deed #881916.
- No physical encroachments upon the boundaries of the plat exist.
- Future development of the lots created by this subdivision plat require building permits based on plans complying with all City of Lewiston codes, duly adopted at the time of development, governing construction of buildings and adjacent public improvements. Prior to developing a lot the Owner or prospective Owner is responsible for due diligence research to apprise themselves of all development requirements. These requirements may or may not have been identified during the subdivision process and may or may not be shown on the plat. The City of Lewiston is not responsible for any losses, financial or otherwise, resulting from the unsuitability of a lot for a specific use.
- All lots are within stage 2 & 5 of the Valley Vista PUD and shall be designated for single family, duplex and/or townhouse development.
- The development of each lot is subject to the Valley Vista PUD Agreement, including applicable housing type and building height allowances.
- The maximum allowable building height on each lot is 30', as measured from the average elevation of the existing grade of each lot, as stated on the plat, to the highest point of the building.
- The minimum required main building setbacks are 15' front, 20' rear, and 15' for the two side yards combined, with neither side less than 5', except 15' minimum for the street side of a corner lot.
- Modification of lots between two adjacent owners shall not be permitted without prior approval of the Planning and Zoning Commission and modification of the final plat.
- The development of each lot shall be evaluated in consideration of the 'Limited Geologic Hazard Evaluation' by Geoprofessional Innovation, File No. MO18207, dated November 14, 2019, and the 'Geologic Hazards in a portion of Nez perce County' by Terry R. Howard, dated August 2003. Each lot shall provide an individual, lot-specific Geotechnical Engineering evaluation by an Idaho licensed Professional Engineer for the intended improvements in consideration of these two studies, prior to development or approval of building permits.

Line Table			
Line #	Length	Direction	
L1	3.30'	S4° 37' 58"W	
L2	50.00'	S85° 22' 02"E	
L3	54.39'	S4° 37' 58"W	

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	14.20'	175.00'	4°38'58"	N77° 18' 29"E	14.20'
C2	36.65'	20.00'	105°00'00"	S47° 52' 02"E	31.73'
C3	68.60'	175.00'	22°27'34"	S15° 51' 45"W	68.16'
C4	78.40'	200.00'	22°27'34"	S15° 51' 45"W	77.90'
C6	16.23'	200.00'	4°39'00"	N77° 18' 28"E	16.23'



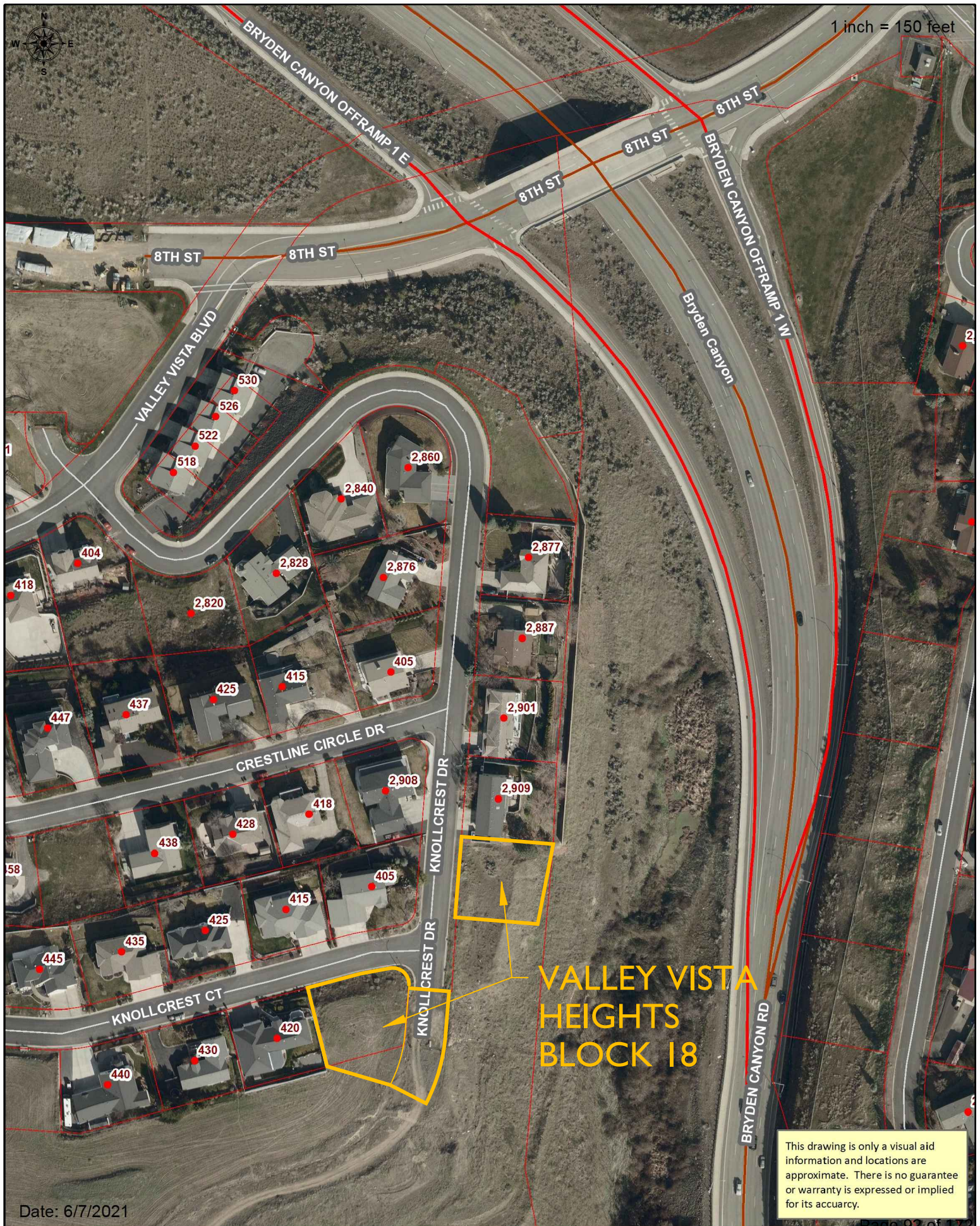
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 • Development • Planning • Design • Construction Management

VALLEY VISTA HEIGHTS, BLOCK 18
 Sec. 12, Township 35 North, Range 6 West, B.M.
 City of Lewiston, Nez Perce County, Idaho

DRAWN BY RGW	DATE MAY 2024	PROJECT NUMBER 21-0002
CHECKED BY MAM	SCALE 1" = 100'	SHEET 2 OF 2

City of Lewiston



**LEWISTON CITY COUNCIL
REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS
FOR APPROVAL, APPROVAL WITH CONDITIONS, OR DENIAL OF A
SUBDIVISION PLAT**

This document shall serve as memorialization of the rationale by the Lewiston City Council for the approval, approval with conditions, or denial of a Subdivision Plat, which shall be based upon relevant criteria and standards, including the Lewiston Comprehensive Plan, Lewiston City Code, and Idaho Code. See I.C. § 67-6535.

- I. APPLICATION NUMBER:**
SUB24-000002
- II. APPLICANT'S NAME AND ADDRESS:**
McCann Family Limited Partnership
202 26th Avenue
Lewiston ID, 83501
- III. IDENTIFICATION AND/OR LOCATION OF SUBJECT PROPERTY:**
0.71 Acres of land located south and east of the intersection of Knollcrest Court, and Knollcrest Drive, Lewiston, Idaho.
- IV. IDENTIFICATION OF ZONING DISTRICT AND FUTURE LAND USE DESIGNATION OF THE SUBJECT PROPERTY:**
Valley Vista Planned Unit Development (PUD) Zone, Neighborhood Residential.
- V. DATE OF CONSIDERATION:**
January 27, 2025
- VI. NAME OF GOVERNING BODY:**
Lewiston City Council
- VII. NATURE OF SUBJECT APPLICATION:**
Application for approval of subdivision plat.
- VIII. DECISION:**
The Lewiston City Council **APPROVES SUB24-000002 (Valley Vista Heights, Block 18).**

IX. RELEVANT CONTESTED FACTS RELIED UPON:

The relevant contested facts relied upon are:

None.

X. RELEVANT CRITERIA AND STANDARDS:

The following relevant criteria, standards, facts, and considerations are hereby declared as reasons for the decision on this subdivision administrative plat:

1. The proposed subdivision **will** be in compliance with the intents and purposes of Chapter 32 (Subdivisions) of the Lewiston City Code. Lewiston City Code § 32-2 (Purpose and Intent) states:
 - (a) The purpose of this chapter is to provide for the orderly growth and harmonious development of the City of Lewiston, to insure adequate traffic circulation through coordinated street systems with relation to major thoroughfares, adjoining subdivisions, and public facilities; to achieve individual property lots of reasonable utility and livability; to secure adequate provisions for water supply, drainage, sanitary sewerage, and other health requirements; to insure consideration for adequate sites for schools, recreation areas, and other public facilities; to promote the conveyance of land by accurate legal descriptions; and to provide logical procedures for the achievement of this purpose.
 - (b) Its interpretation and application, the provisions of this chapter are intended to provide a common ground of understanding and a sound equitable working relationship between the public and private interests to the end that both independent and mutual objectives can be achieved in the subdivision of land. Applicable commentary:

The Valley Vista Heights, Block 18 preliminary plat proposes to plat or re-plat approximately 0.71 acres of property located within Stages 2 & 5 of the Valley Vista PUD into 2 Lots. All development of the proposed lots will be subject to the conditions of the Valley Vista PUD agreement, including applicable housing type and building height allowances. Approximately 133 l.f. of public street and associated public utilities has been constructed to service the finished subdivision. The property is located south and east of the existing intersection of Knollcrest Court, and Knollcrest Drive. Future development within the PUD proposes to construct the extension of Knollcrest Drive southerly, to intersect with Crestline Circle Drive, to the local residential standard. Development and construction completed in conjunction with the development of Valley Vista Heights, Block 17, to the south, temporarily improved the connection to the emergency fire access road standard for the interim. A single-family residence is currently located on the portion of the proposed Lot 2 that is currently Lot 10 of Block 12 of Valley Vista Heights. The existing Lot 10 is being re-platted to add additional currently un-platted property, resulting in the larger proposed Lot 2. Due to elevated geologic hazards within the proposed subdivision area, each proposed lot will be required to provide a lot-specific geotechnical evaluation of the proposed improvements prior to development of the individual lots.

2. The proposed subdivision **will** be in conformance with the Lewiston Comprehensive Plan's requirements and objectives. Applicable commentary:

The proposed subdivision is in conformance with the Lewiston Comprehensive Plan which includes the subject property in the Neighborhood Residential - Future Land Use Designation area. The proposed subdivision promotes the desired Neighborhood Residential characteristics by providing a relatively low intensity residential neighborhood with adequate street access, and opportunities for single family detached residences and duplexes.

3. The proposed subdivision **will** be in compliance with the intents and purposes of Chapter 37 (Zoning Code) of the Lewiston City Code. Lewiston City Code § 37-2 (Purpose) states: "The purpose of this chapter is to promote the orderly development of the city according to the comprehensive plan; to conserve and stabilize the value of property; and otherwise to promote the public health, safety, and general welfare." Applicable commentary:

The proposed plat adheres to the requirements for the Valley Vista Planned Unit Development Zone which was established to promote the orderly development of the city according to the comprehensive plan; to conserve and stabilize the value of property; and otherwise to promote the public health, safety, and general welfare.

4. The proposed subdivision **will** be in compliance with Chapter 37 (Zoning) of the Lewiston City Code standards (unless otherwise waived by Conditional Use Permit or Variance) to include meeting the minimum lot depth, minimum lot width, and minimum lot area standards as set forth by the zoning district which it is located in. Applicable commentary:

The proposed subdivision was reviewed by the City of Lewiston Community Development Department, and Community Development staff confirmed that the proposed subdivision is in compliance with applicable standards contained in the Valley Vista Planned Unit Development agreement, and meets the lot configuration requirements for lot width, lot depth, and lot size as established for the Valley Vista PUD zone.

5. The proposed subdivision **does** include the entire tract of land, unless an approved preliminary plat, planned unit development (PUD), or approved development master plan shows development in phases. Applicable commentary:

The plat area is one phase of the approved Valley Vista Planned Unit Development, which was approved by the Lewiston City Council for development in multiple phases.

6. The proposed subdivision **does not** contain all or any part of the site of a proposed park, school, flood control facility, or other public area as shown by the City's Comprehensive Plan or future acquisitions map. Applicable commentary:

The approved City Comprehensive plan does not propose any public areas at this location.

7. The proposed subdivision **is not** within a known floodplain. Applicable commentary:

Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRMs) do not indicate that the platted property is located in a designated floodplain.

8. The proposed subdivision **does** have, in whole or in part, terrain having an average slope exceeding ten percent (10%). If it does, then the applicant **has** provided a suitability study that the proposed subdivision will comply with in regards to design and development. Applicable commentary:

A “Limited Geologic Hazzard Evaluation” by Geoprofessional Innovation, File No. MO18207, dated November 14, 2019, and the “Geologic Hazards in a portion of Nez Perce County” by Terry T. Howard, dated August 2003, addressed suitability of construction in the subject area. Due to elevated geologic hazards identified by these studies within the proposed subdivision area, each proposed lot will be required to provide an additional lot-specific geotechnical evaluation of the proposed improvements prior to development of the individual lots.

9. The final subdivision plat **is** in substantial conformance with the applicable preliminary plat previously approved by the Lewiston City Council. Applicable commentary:

The final plat is in substantial conformance to the preliminary plat that was approved by the City Council on July 12, 2021

10. All required Public Improvements **have** been completed and approved by the City Engineer, or the serving utility. Applicable commentary:

Approximately 133 l.f. of public street and associated public utilities have been constructed to service the finished subdivision. Construction of improvements were inspected by City Development staff, and the developer’s design consultant, under the responsible charge of an Idaho licensed engineer.

11. The City Engineer **has** indicated approval of public improvements, the plat’s conformance with the City Subdivision Ordinance, and a recommendation of approval of the subdivision plat to the City Council, by signing the Engineer’s Certificate. Applicable commentary:

The City Engineer Certification was signed on January 15, 2025.

12. The City Surveyor **has** indicated the plat’s conformance with the requirements of Title 50, Chapter 13, Idaho Code, and a recommendation of approval of the subdivision plat to the City Council, by signing the City Surveyor’s Certificate. Applicable commentary:

The City Surveyor Certification was signed on January 15, 2025.

Pursuant to Idaho Code § 67-6519(5)(c), if the decision on this application is to deny it and the applicant **could not** take actions to obtain approval, the explanation is:

Not applicable.

Pursuant to Idaho Code § 67-6519(5)(c), if the decision on this application is to deny it and the applicant **could** take actions to obtain approval, such actions might include:

Not applicable.

NOTICE TO APPLICANT AND AFFECTED PERSONS: An applicant or affected person may file a written request for reconsideration with the City Clerk to request that the City Council reconsider its final decision within fourteen (14) calendar days by 5:00 p.m. on the fourteenth (14th) day after the City Council has adopted this Reasoned Statement of Relevant Criteria and Standards. The written request for reconsideration shall include, at a minimum, the following information: (i) the name and address of the applicant or affected person requesting reconsideration, (ii) the specific deficiencies in the decision for which reconsideration is sought, and (iii) a description of any procedural injury or substantial harm to real property interest(s) suffered as a result of the decision, all in accordance with Lewiston City Code § 37-185(b)(1). A form may be obtained from the City Clerk. A request for reconsideration shall be a mandatory exhaustion of an applicant or affected person's administrative remedies prior to the filing of a petition for judicial review of a final decision made by the City Council.

Every final decision rendered shall provide or be accompanied by notice to the applicant regarding the applicant's right to request a regulatory taking analysis pursuant to Idaho Code § 67-8003. The mailing of a signed and dated copy of this Reasoned Statement of Relevant Criteria and Standards by the City to the applicant shall constitute compliance with such notice requirement. An applicant denied an application or an affected person aggrieved by a final decision concerning matters identified in Idaho Code § 67-6521(1)(a) may, within twenty-eight (28) days after all remedies have been exhausted under local ordinance, as described above, seek judicial review under the procedures provided by Title 67, Chapter 52, Idaho Code.

By: _____
Daniel G. Johnson, Mayor

Date of Signature: _____

ATTEST: _____
Tanya M. Brocke, City Clerk



CITY COUNCIL MEETING AGENDA ITEM SUMMARY

ITEM TITLE SECOND AMENDMENT TO COLLECTIVE BARGAINING AGREEMENT - F.O.P. LEWIS- CLARK LODGE #10	AGENDA NO. VI. C. AGENDA DATE: January 27, 2025
ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.) Provided is an amendment to the Fraternal Order of Police Lewis Clark Lodge 10 collective bargaining agreement. The requested amendment is specific to Article 13 Vacancies and Promotions allowing the Police Chief to create a promotional eligibility list when a vacancy occurs. The Lewiston Police Chief and FOP president have agreed to the presented changes.	
BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources) None	
ACTION PROPOSED Approval of 2nd contract amendment to the current Fraternal Order of Police (FOP) Lewis Clark Lodge #10 collective bargaining agreement.	

**SECOND AMENDMENT TO THE COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE CITY OF LEWISTON AND THE FRATERNAL ORDER OF POLICE
LEWIS-CLARK LODGE #10**

THIS SECOND AMENDMENT TO THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF LEWISTON AND THE FRATERNAL ORDER OF POLICE LEWIS-CLARK LODGE #10 (“Amendment”) is entered into by and between the City of Lewiston, an Idaho municipal corporation (“City”), and the Fraternal Order of Police Lewis-Clark Lodge #10 (“F.O.P.”). City and F.O.P. may also individually be referred to as “Party” or collectively as “Parties.”

WHEREAS, on October 3, 2023, the Parties entered into a collective bargaining agreement, the duration of which is October 1, 2023 through September 30, 2026, and whereas such Agreement was first amended on January 8, 2024 (collectively the “CBA”); and

WHEREAS, the Parties desire to amend Article 13 of the CBA as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is hereby agreed and stipulated by and between City and F.O.P. as follows:

SECTION 1: Article 13 (Vacancies and Promotions) of the CBA, F.O.P. Recognition, is hereby amended as follows:

ARTICLE 13. VACANCIES AND PROMOTIONS

When a vacancy occurs in any covered position excluding evidence custodian, records specialist, police computer systems specialist, ~~—~~patrol officers and public communications specialist, it shall be filled by promotion from a list of eligible candidates. The promotion process shall be completed within sixty (60) days of the time upon official severance of the department member from the Police Department unless management has decided to reorganize or reduce the work force. The City will regularly develop and or update standard qualifications for each position. These qualifications will be posted with the promotional announcement. Once posted, qualifications shall not be changed to accommodate any specific non-qualifying ~~individual candidate.~~

Promotional testing shall be conducted as follows:

1. ~~For each vacancy, a~~ A standardized test shall be developed by the Department, including written, oral, and scenario-based components. This test shall be and used for all applicants for current vacant position during the current testing period. All testing results will be retained by Human Resources and will not be graded until all applicants have completed the testing is complete.
2. ~~Written, Oral and scenario-based~~ questions/presentations will be developed to assess applicants' suitability for the position. These components will be designed to reflect the skills, knowledge, and abilities reasonably related to the position for which the applicants are testing. The questions and/or presentations will be reasonably related to the position for which applicants are testing.
3. ~~A series of oral questions and/or presentations will be administered by a~~ A panel composed of individuals selected by the Chief of Police (either inside or outside of the Department) will administer the oral and scenario-based components of the test. Applicants will also take a written test, which will not be administered by the panel. All applicants will be tested using same testing materials. Panel members The same oral questions will be asked of each applicant. Each member of the panel will then individually score the applicant's responses and performance on paper and individually. Raw test scores will be collected by Human Resources and will be totaled when all testing is complete.

Once testing is complete and the scores totaled, all applicants will be ranked based on their final scores. The top three (3) applicants and their resumes and/ qualifications will shall be submitted to the Chief of Police for consideration. The Chief shall have the discretion right to select any one of from the top three (3) applicants to fill the vacancy at his/her discretion.

The remaining applicants will be placed on a promotional eligibility list, which will be valid for twelve (12) months from the date the final scores are totaled by Human Resources. If additional vacancies occur within that timeframe, the Chief of Police shall select from the new top three (3) candidates on the promotional eligibility list (e.g., if candidates ranked one and two are promoted, the new top three (3) will consist of candidates ranked three, four and five). This process will continue until all candidates on the eligibility list are promoted or the twelve (12)-month period expires, whichever comes first.

Upon promotion from Communications Specialist to Communications Watch Supervisor, the employee shall have her/his salary adjusted to a step in the Communications Watch Supervisor pay scale which is closest to, but not less than, the employee's current base salary and the employee shall be assigned a new salary date.

Upon promotion from Officer to Corporal or Corporal to Sergeant, the employee shall have her/his salary adjusted to a step in their new grade on the pay scale which is closest to, but not less than, the employee's current base salary and the employee shall be assigned a new salary date.

This Article may be reopened by either party. Should the provisions contained herein not meet the parties' needs, the reopener shall occur sixty (60) days or less prior to October 1st of each year, by written notification to the other party.

All employees hired into the Police Department who are covered by this contract shall be probationary for a period of twelve (12) months from the date of hire. Probationary employees shall be evaluated quarterly until completing the twelve (12) months probationary period. Employees promoted to a higher rank shall be on probation in the new rank for a period of twelve (12) months. Newly promoted employees shall be evaluated quarterly for the first six (6) months in the higher classification.

SECTION 2: In the event that any provision of this Second Amendment is found for any reason to be unenforceable, the remainder of this Second Amendment shall remain in full force and effect and shall be binding upon the Parties.

SECTION 3: The Parties covenant, agree, and represent that the terms of this Second Amendment has been completely read by them, and that the terms are fully understood, binding, and voluntarily accepted by them.

SECTION 4: Except as modified herein, all other terms and conditions of the CBA shall remain in full force and effect.

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

Signatures on next page

DATED this _____ day of _____ 2025.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

Tanya M. Brocke, City Clerk

**FRATERNAL ORDER OF POLICE LEWIS-CLARK
LODGE #10**

By: _____
William Thompson, Lodge President

**CITY OF LEWISTON CITY COUNCIL
DECISION ON RECONSIDERATION OF ZNC24-4**

This document shall serve as memorialization of the rationale for affirming, reversing or modifying the decision of the Lewiston City Council, which shall be based upon criteria provided for in Title 37 of Lewiston City Code.

- I. **APPLICATION NUMBER:**
ZNC24-4
- II. **APPELLANT'S NAME AND ADDRESS:**
CLC Sales, Inc.
Chris Clark
1610 Wheatland Drive
Pullman, WA 99163
- III. **APPLICANT'S NAME AND ADDRESS:**
CLC Sales, Inc.
Chris Clark
1610 Wheatland Drive
Pullman, WA 99163
- IV. **IDENTIFICATION AND/OR LOCATION OF SUBJECT PROPERTY:**
Approximately the easterly forty-three feet of 132 Thain Road
- V. **DATE OF PUBLIC HEARING:**
November 25, 2024
- VI. **DATE OF CITY COUNCIL'S DECISION:**
December 9, 2024
- VII. **DATE OF RECONSIDERATION BY LEWISTON CITY COUNCIL:**
January 6, 2025
- VIII. **NAME OF HEARING BODY:**
The Lewiston City Council
- IX. **DECISION:**
The Lewiston City Council REVERSES its decision of ZNC24-4.

X. FINDINGS OF FACT:

1. The applicant/appellant is Chris Clark on behalf of CLC Sales, Inc.
2. The property owner of record is CLC Sales, Inc., whose mailing address is 132 Thain Rd. Ste. 12, Lewiston, ID 83501.
3. The subject property is approximately 0.477 acres. However, the portion of the subject property subject to the application for zone change contains approximately forty-three feet (43') of the existing office building and accompanying area of the subject property.
4. The subject property is located in the Community Commercial, C-3, Zoning District.
5. An Application For Zone Change was received on or about August 30, 2024, with attachments.
6. The application is for zone change approval to rezone a portion of the subject property from Community Commercial, C-3, Zone to the Medium Density Residential, R-3, Zone.
7. The application was opened on Citizen Serve on August 30, 2024 and assigned as application number ZNC24-4.
8. Lewiston City Code § 37-64 identifies the following uses and their accessory uses as being permitted outright in the Community Commercial, C-3, Zoning District:
 - a. Car wash, subject to the special conditions of section 37-60.1(1) of this Code;
 - b. Commercial marina;
 - c. Commercial entertainment facility;
 - d. Day care center, subject to the special conditions of section 37-20.1(5) of this Code;
 - e. Eating or drinking establishment;
 - f. Motel/hotel;
 - g. Personal service uses;
 - h. Preschool, subject to the special conditions of section 37-20.1(6) of this Code;
 - i. Public or governmental offices or semi-public uses which uses are similar to other uses permitted outright in this zone;
 - j. Recreational vehicle park when in conformance with chapter 23 of this Code;
 - k. Residential uses legally established as of December 31, 2004;
 - l. Retail sales and service;
 - m. Service station, subject to the special conditions of section 37-60.1(2) of this Code;
 - n. Church.
9. Lewiston City Code § 37-43 identifies the following uses and their accessory uses as being permitted outright in the Medium Density Residential, R-3, Zoning District:
 - a. Bed and breakfast facilities, subject to the special conditions of section 37-13.1(1) of this Code;
 - b. Church, subject to the special conditions of section 37-20.1(2) of this Code;
 - c. Class A manufactured home;
 - d. Commercial uses legally established as of December 31, 2004, and which have maintained a valid business and occupation permit;
 - e. Family day care, subject to the special conditions of section 37-13.1(2) of this Code;
 - f. Intermediate term care facility, subject to the special conditions of section 37-44.1(1) of this Code;
 - g. Long-term care facility, subject to the special conditions of section 37-44.1(2) of this Code;

- h. Manufactured home park, subject to the provisions of chapter 23 of this Code, with a maximum density of sixteen (16) dwelling units per acre;
 - i. Mortuary, subject to the special conditions of section 37-20.1(1) of this Code;
 - j. Multifamily dwelling, meeting the standards of section 37-124.1 of this Code;
 - k. Park, subject to the special conditions of section 37-20.1(4) of this Code;
 - l. School, subject to the special conditions of section 37-20.1(3) of this Code;
 - m. Single-family dwelling;
 - n. Small lot development subject to the requirements of section 37-33, standards for small lot development;
 - o. Tiny house village, subject to the provisions of chapter 23 of this Code, with a maximum density of sixteen (16) dwelling units per acre;
 - p. Two-family dwelling.
10. The existing use on the site is: multi-unit commercial office space.
 11. Current access to the site is from 8th Street C and Vista Avenue.
 12. A copy of the application and plans was transmitted to interested and affected public agencies on September 6, 2024, and no written comments were received.
 13. Pursuant to Lewiston City Code § 37-184(b)(2), a public hearing notice containing the date, time, place of the public hearing, and a summary of the proposed application was mailed to property owners within 330 feet of the exterior boundaries of the subject property on September 6, 2024, at least eight (8) calendar days prior to the public hearing for the Planning and Zoning Commission's consideration of the application.
 14. The public hearing notice was duly published in the Lewiston Tribune on September 8, 2024, at least fifteen (15) days prior to the public hearing date.
 15. On September 17, 2024, the subject property was duly posted with the public hearing notice for the Planning and Zoning Commission's consideration of the application pursuant to Idaho Code § 67-6512(b) at least one (1) week prior to the public hearing.
 16. On September 25, 2024, a public hearing before the Planning and Zoning Commission was held:
 - a. The public hearing was opened at 6:17 p.m.
 - b. Katie Hollingshead, Assistant City Planner, presented the staff report
 - c. Jerry Brotnov, Architect for Applicant, presented testimony in support of the application
 - d. Oral Public Comments were received from:
 - i. Michael Edwards – Opposed
 - e. No Written Public Comments were received
 - f. Applicant provided rebuttal testimony
 - g. The Planning and Zoning Commission asked questions of City staff and the Applicant
 - h. The public hearing was continued to the next regularly scheduled Planning and Zoning Commission meeting at 7:03 p.m.
 17. Because the Commission requested additional information from City Staff who was not present at the public hearing, the public hearing was continued until the next regular P&ZC meeting with a 5-0 vote in favor (voice vote).
 18. On October 9, 2024, the continuation of the public hearing before the Commission was held:
 - a. The public hearing was opened at 5:35 p.m.

- b. Joel Plaskon, City Planner, presented the additional information to the Commission as requested
 - c. Applicant, presented testimony in support of the application
 - d. No Oral Public Comments
 - e. Written Public Comments were received:
 - i. Noah Prescott – In support
 - f. Applicant, was provided the opportunity to provide rebuttal testimony
 - g. The public hearing was closed at 6:06 p.m.
19. The Planning and Zoning Commission deliberated and discussed the relevant criteria and standards, identified relevant facts and information, and articulated detailed reasons for its proposed decision to approve ZNC24-4.
 20. The Planning and Zoning Commission, by voice vote, voted 6-1, to direct staff to draft the Reasoned Statement of Relevant Criteria and Standards approving ZNC24-4.
 21. On October 23, 2024, the Planning and Zoning Commission, by voice vote, voted 5-0, to adopt its Reasoned Statement of Relevant Criteria and Standards drafted by staff as proposed.
 22. Pursuant to Lewiston City Code § 37-184(b)(2), a public hearing notice containing the date, time, place of the public hearing, and a summary of the proposed application was mailed to property owners within 330 feet of the exterior boundaries of the subject property on November 8, 2024, at least eight (8) calendar days prior to the public hearing for the City Council’s consideration of the application.
 23. The public hearing notice was duly published in the Lewiston Tribune on November 10, 2024, at least fifteen (15) days prior to the City Council’s public hearing date.
 24. On November 18, 2024, the subject property was duly posted with the public hearing notice for the City Council’s consideration of the application pursuant to Idaho Code § 67-6512(b) at least one (1) week prior to the public hearing.
 25. On November 25, 2024, a public hearing before the Lewiston City Council was held:
 - a. The public hearing was opened at 6:56 p.m.
 - b. City Councilor Kathy Schroeder requested recusal from this matter because her brother is the property owner of 134 Thain Road
 - c. Joel Plaskon, City Planner, presented the staff report
 - d. Applicant, addressed the City Council
 - e. Oral Public Comments were received from:
 - i. Michael Edwards – opposed
 - ii. Bill Kessler – opposed due to one-way street only
 - f. City Council questioned City Planner Plaskon
 - g. Applicant, provided rebuttal testimony
 - h. The public hearing was closed at 7:19 p.m.
 26. Councilor Liedke moved to direct staff to draft the relevant criteria and standards, identified relevant facts and information, and articulated detailed reasons for the proposed decision to approve ZNC24-4.
 27. The City Council, by voice vote, voted 1-4, to approve ZNC24-4 with Councilor Schroeder abstaining; the motion failed

28. The City Council provided guidance to the Applicant on what he could do to obtain approval for his request.
29. A Reasoned Statement of Relevant Criteria and Standards was prepared and presented to the City Council for consideration on December 9, 2024, which the City Council adopted, by voice vote, with a 4-2 majority vote.
30. On December 16, 2024, the City Clerk received a Request for Reconsideration (per Lewiston City Code § 37-185(b)) from the Applicant, which was transmitted to the City Council and included with the public record.
31. The record contains:
 - a. Notice of Public Hearing
 - b. Map of area to receive mailed public hearing notices
 - c. List of names and addresses receiving mailed public hearing notices
 - d. Application materials
 - e. City Planner's Staff Report and referenced materials
 - f. Public comments
 - g. YouTube recordings of September 25, 2024 and October 9, 2024 Planning and Zoning Commission meetings
 - h. Reasoned Statement of Relevant Criteria and Standards for ZNC24-4 adopted October 23, 2024
 - i. YouTube recordings of November 25, 2024 and December 9, 2024 City Council meetings
 - j. Reasoned Statement of Relevant Criteria and Standards for ZNC24-4 adopted December 9, 2024
 - k. Request for Reconsideration received December 15, 2024 and referenced materials
32. On January 6, 2025, a public meeting before the City Council was held to allow the City Council to reconsider ZNC24-4:
 - a. City Attorney Jennifer Tengono presented her report:
 - i. As summarized, the Applicant requested the City Council to reconsider its denial of ZNC24-4 for the following reasons:
 1. The City Council incorrectly determined the requested rezone is not in conformance with the City's Comprehensive Plan because it is "fronted on both sides by residential streets and is in an area of mix use properties" that contains both commercial and residential uses.
 - a. Applicant further noted that Councilor Liedkie correctly stated the rezone does not negatively impact the neighboring properties.
 2. The City Council incorrectly determined the property is not at least well suited or better suited for the proposed zoning designation of the Medium Density Residential, R-3, Zone because the property is bordered by R-3 zoned properties, and because Applicant has been unable to rent out the commercial office space in the building.
 3. While the City Council stated that split zoning is not desired, the City Council has split zoned a large portion of Bryden Avenue—which is contrary to its statements that split zoning does not present a "clean and concise" application of zoning.

4. The City Council incorrectly determined that the proposed use of the property is not suitable for the property because it is bordered on two sides by residential uses and will not place an undue burden on the delivery of services.
 5. The City Council placed too much weight on Mr. Edwards' testimony, which was irrelevant and false.
 6. Applicant disputes the need to work with City staff to change the City Code to allow for split-zoned developments under defined conditions, since it is already an allowed use that the City Council can approve.
 7. Applicant alleges that Councilor Spickelmire is biased because he made a statement that he (Councilor Spickelmire) did not believe Applicant's financial challenges were a consideration to be taken by the City Council.
 - a. Applicant has requested that City Attorney review Councilor Spickelmire's statements and remove Councilor Spickelmire from further participation.
 8. Applicant asserts that the City Council has substantially harmed him because he is not being permitted to use his property to its "highest and best use" when the City Council has determined that there are no adverse effects on the neighbors or the City's ability to provide services to the property; and when the City has itself split zoned property in the past for its own purposes.
- ii. The City Attorney testified that she believed the Applicant raised the following issues in his request for reconsideration:
1. The sufficiency or weight of the evidence in the record that the City Council relied upon when making its decision to deny ZNC24-4.
 2. The City Council misinterpreted its own City Code when ultimately denying ZNC24-4.
 3. An allegation of bias against an applicant in a land use application because a Councilmember made an unfavorable statement in deliberation concerning the Applicant's financial interests in the property.
 4. That by denying the application, the Applicant is denied the "highest and best use" of its property.
- b. Following the City Attorney's report and testimony, the City Council discussed and deliberated the Applicant's Request for Reconsideration point by point and made the following conclusions:

Conclusion			Standards
Affirm	Reverse	Modify	
	X		Finding 1: The proposed rezone is not in general conformance with the Lewiston Comprehensive Plan. Explanation: Councilor Klein stated that although the NC designation is primarily intended for commercial uses, apartments are listed as a supporting use for this designation, so the proposed mixed use of the rezone is in conformance with the Comprehensive Plan. Therefore, the

			presence of residential apartments would not hinder future commercial uses on adjacent commercial areas.
	X		Finding 2: The Subject Property is not at least as well suited or is better suited for the proposed zoning district than the existing zoning district. Explanation: Councilor Forsmann stated that Applicant's inability to rent out the commercial units shows that the residential use is more suitable than commercial of this portion of the building. She highlighted that it is better to have the building occupied with mixed use than to allow it to be partially vacant.
	X		Finding 3: The proposed rezone does/does not present foreseen, immitigable impacts of incompatible uses or development being located in the same vicinity. Explanation: Council President Kleeburg stated that he did not believe the subject property being rezoned will negatively affect any other current zoning district.
	X		Finding 4: The effects of the proposed rezone are not anticipated to place undue burden upon delivery of services provided by any political subdivision within the planning jurisdiction, including school districts. Explanation: The City Council did not believe the proposed rezone would place undue burden upon the delivery of services.
	X		Finding 5: The size, type, intensity, and density of development expected to occur on the Subject Property as a result of this rezoning is not suitable for the area but will not unduly burden the neighborhood, public infrastructure, or environmental resources. Explanation: The City Council decided that the proposed rezone of the subject property was suitable for the area because there are already mixed uses in the area.
In making the above findings, the City Council adopted the Reasoned Statement of Relevant Criteria and Standards for ZNC24-4 adopted by the Planning and Zoning Commission on October 23, 2024.			

X. CONCLUSIONS OF LAW

The City Council reviewed the Request for Reconsideration with regard to Lewiston City Code § 37-185, and based on the conditions required herein, concludes ZNC24-4 **meets the standards of approval** under Lewiston City Code § 37-1801.1 and Idaho Code § 67-6512.

XI. DECISION

WHEREFORE, based upon the foregoing Findings of Fact and Conclusions of Law contained herein, the Lewiston City Council hereby REVERSES its decision to DENY ZNC24-4.

Pursuant to Idaho Code § 67-6519(5)(c), if the decision on this application is to deny it and the applicant **could not** take actions to obtain approval, the explanation is:

Not applicable. The decision is to reverse ZNC24-4.

Pursuant to Idaho Code § 67-6519(5)(c), if the decision on this application is to deny it and the applicant **could** take actions to obtain approval, such actions might include:

Not applicable. The decision is to reverse ZNC24-4.

NOTICE TO APPLICANT AND AFFECTED PERSONS: Pursuant to Lewiston City Code 37-185(b)(3) a decision on reconsideration of a final decision made by the Lewiston City Council is not eligible for reconsideration.

Every final decision rendered shall provide or be accompanied by notice to the applicant regarding the applicant's right to request a regulatory taking analysis pursuant to Idaho Code § 67-8003. The mailing of a signed and dated copy of this Reasoned Statement of Relevant Criteria and Standards by the City to the applicant shall constitute compliance with such notice requirement. An applicant denied an application or an affected person aggrieved by a final decision concerning matters identified in Idaho Code § 67-6521(1)(a) may, within twenty-eight (28) days after all remedies have been exhausted under local ordinance, as described above, seek judicial review under the procedures provided by Title 67, Chapter 52, Idaho Code.

By: _____
Daniel G. Johnson, Mayor

Date of Signature: _____

ATTEST: _____
Tanya M. Brocke, City Clerk



CITY COUNCIL MEETING AGENDA ITEM SUMMARY

ITEM TITLE RESOLUTION 2025-1	AGENDA NO. VI. E. AGENDA DATE: January 27, 2025
ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.) At the August 26, 2024 meeting, City Council approved the vacation of a section of the Bryden Avenue public right-of-way beginning at the east side of 18th Street and extending to a point 50 feet west of the westerly right-of-way of 19th Street on several conditions including the provision of adequate emergency turnaround access at the end of 19th Street. Resolution 2025-1 is brought to City Council for consideration for acceptance of a Temporary Emergency Services Access Easement from Brian and Diana Steele to the City of Lewiston. This easement is needed to allow emergency services vehicles sufficient room to turn around at the end of 19th Street.	
BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources) N/A	
ACTION PROPOSED Staff is requesting City Council approval of Resolution 2025-1 accepting a Temporary Emergency Services Access Easement from Brian L. Steele and Diana J. Steele to the City of Lewiston.	

RESOLUTION 2025-1

A RESOLUTION ACCEPTING A TEMPORARY EMERGENCY SERVICES ACCESS EASEMENT FROM BRIAN L. STEELE AND DIANA J. STEELE TO THE CITY OF LEWISTON

WHEREAS, Brian L. Steel and Diana J. Steele, husband and wife, agree to grant a non-revocable temporary easement for ingress and egress of emergency vehicles, including, but not limited to, vehicular and pedestrian access to ensure that emergency vehicles and personnel have adequate space and access to safely turn around at the intersection of 19th Street and Bryden Avenue.

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

SECTION 1: A temporary easement from Brian L. Steele and Diana J. Steele, husband and wife, as Grantors, is hereby accepted by the City of Lewiston, as Grantee. A copy of said easement is attached hereto and incorporated herein as Exhibit 1.

SECTION 2: The City Clerk is hereby authorized and directed to record this Resolution 2025-1 and the original Temporary Emergency Services Access Easement with the Nez Perce County Recorder.

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

Signature page to follow

PASSED this _____ day of _____ 2025.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

Tanya M. Brocke, City Clerk

STATE OF IDAHO)
) ss.
County of Nez Perce)

On this _____ day of _____ 2025, before me, a Notary Public, personally appeared Daniel G. Johnson and Tanya M. Brocke, known or identified to me as the Mayor and City Clerk, respectively, of the City of Lewiston, and stated that they have the authority to execute this instrument on behalf of the City of Lewiston, and did execute this instrument on behalf of the City of Lewiston.

Notary Public for the State of Idaho
Commission Expires _____

EXHIBIT A
TO RESOLUTION 2025-1

(Above space for Recorder's use)

TEMPORARY EMERGENCY SERVICES ACCESS EASEMENT

THIS TEMPORARY EASEMENT is granted by BRIAN L. STEELE and DIANA J. STEELE, husband and wife, (Grantors), to the CITY OF LEWISTON, an Idaho municipal corporation (Grantee).

WITNESSETH:

1. GRANT OF TEMPORARY EASEMENT: That for good and valuable consideration, the receipt of which is hereby acknowledged, Grantors do hereby grant, bargain, and convey unto Grantee, and its successors and assigns, a non-revocable temporary easement for ingress and egress of emergency vehicles, including, but not limited to, vehicular and pedestrian access to ensure that emergency vehicles and personnel have adequate space and access to safely turn around at the intersection of 19th Street and Bryden Avenue over, across, and through the real property described in Exhibit A, attached hereto and incorporated herein.

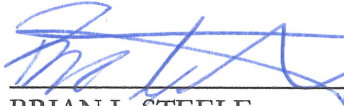
An illustration of said temporary easement is attached hereto and incorporated herein as Exhibit B. Said temporary easement shall not be exclusive to Grantee; provided, however, Grantors agree not to interfere, nor knowingly permit interference, Grantee's rights under this temporary easement. However, the Grantors are not liable for actions by independent third parties with whom they have no relationship. The easement shall burden the Grantors' property and shall benefit the Grantee. Both parties agree not to obstruct the easement in any manner that would impede its use by the other party.

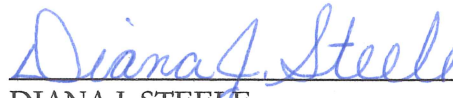
2. TERM OF TEMPORARY EASEMENT: To have and to hold said temporary easement for the purposes set forth in Section 1 above from the date of acceptance of said temporary easement by Grantee until Grantors and Grantee mutually agree, in writing, to terminate said temporary easement, including a mutually agreed upon termination date. Such written termination shall be recorded in the official records of Nez Perce County, Idaho. Said temporary easement shall be terminated only in accordance with the terms set forth herein.

3. BINDING ON SUCCESSORS: This temporary easement shall be recorded in the official records of Nez Perce County, Idaho, and shall be binding on the heirs, successors, administrators, executors and assigns of all parties hereto and shall run with the land until such time as it is terminated in accordance with the provisions in Section 2.

IN WITNESS WHEREOF, Grantors has executed the foregoing instrument on the day and year written below.

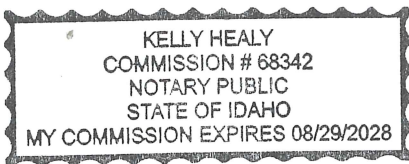
DATED this 17th day of December 2024.


BRIAN L. STEELE


DIANA J. STEELE

STATE OF IDAHO)
) ss.
County of Nez Perce)

On this 17th day of December 2024, before me, a Notary Public, personally appeared BRIAN L. STEELE and DIANA J. STEELE, known or identified to me to be the persons whose names are subscribed to within the instrument, and acknowledged to me that they executed the same.



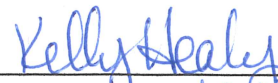
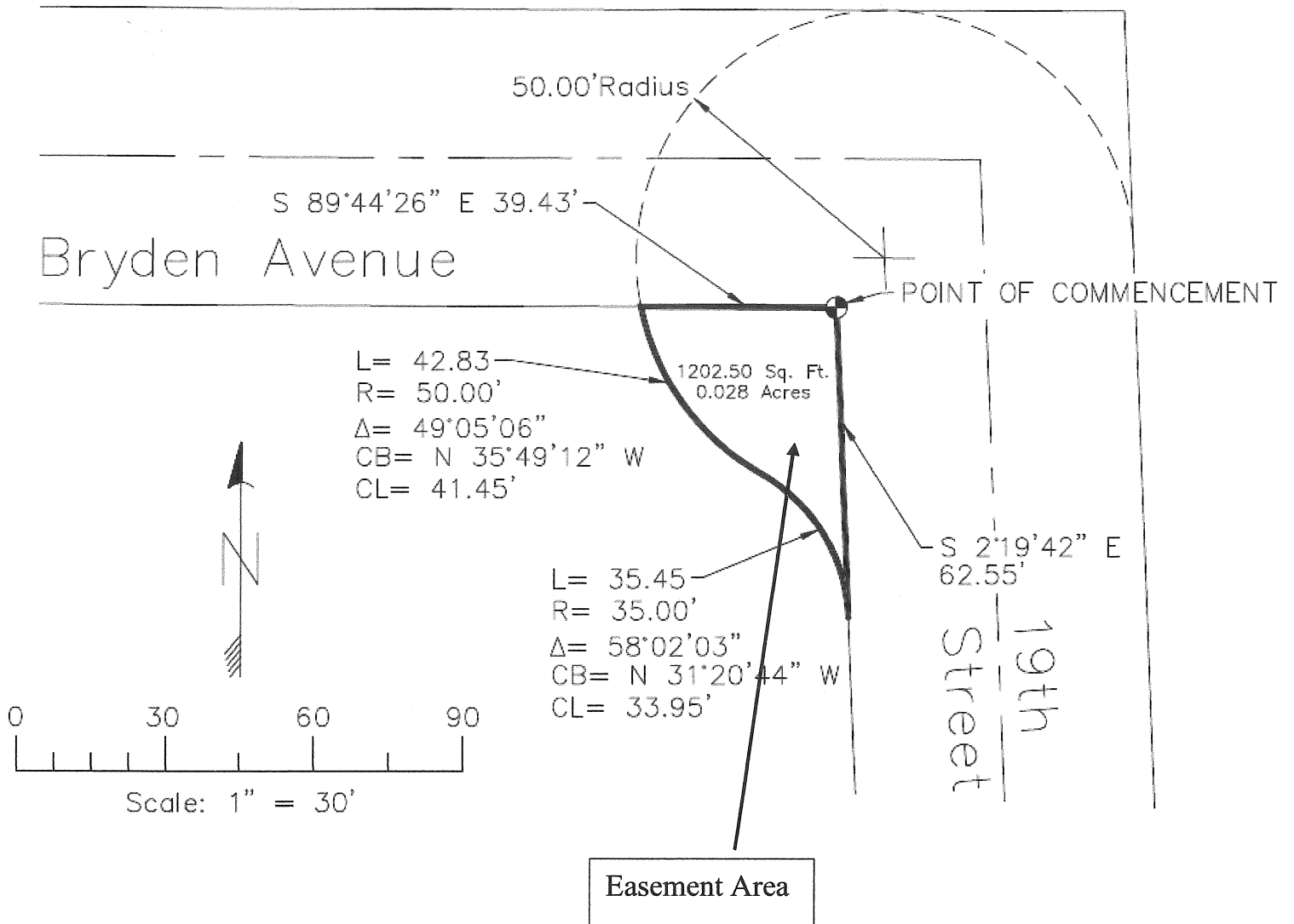

Notary Public for Leviston, ID
Commission Expires 08/29/2028

EXHIBIT A

A tract of land being a portion of Lot 1, Block 97 of Lewiston Orchards Tract No. Twelve According to the document that was assigned Reception No. 52427 and filed in Cabinet I, Slot 34A, Records of Nez Perce County, and situate in the north-west $\frac{1}{4}$ of Section 14, Township 35 North, Range 5 West, Boise Meridian, State of Idaho, County of Nez Perce, City of Lewiston, and more particularly described as follows:

Commencing at the 5/8" rebar with plastic cap monument marked PLS 9165, and set according to Instrument Number 905680, Records of Nez Perce County, which is located at the intersection of the westerly right-of-way line of 19th Street, and the southerly right-of-way line of Bryden Avenue, said point being the TRUE POINT OF BEGINNING. Thence following the said westerly right-of-way line of 19th Street, South $02^{\circ}19'42''$ East a distance of 62.55 feet to a point; Thence leaving the said westerly right-of-way line of 19th Street, north-westerly 35.45 feet along a non-tangent 35.00 foot radius curve to the left, with a $58^{\circ}02'03''$ central angle and a 33.95 foot long chord that bears North $31^{\circ}20'44''$ West; Thence continue north-westerly 42.83 feet along a 50.00 foot radius tangent reverse curve to the right, with a $49^{\circ}05'06''$ central angle, and a 41.45 foot long chord that bears North $35^{\circ}49'12''$ West, to a point on the said southerly right-of-way line of Bryden Avenue; Thence following the said southerly right-of-way line of Bryden Avenue on a non-tangent bearing of South $89^{\circ}44'26''$ East a distance of 39.43 feet, back to the TRUE POINT OF BEGINNING, said parcel containing 0.028 Acres (1202.50 sq. ft.), more or less.

EXHIBIT B





CITY COUNCIL MEETING AGENDA ITEM SUMMARY

ITEM TITLE IFB-25-003 SITE C INTAKE RECONSTRUCTION, PHASE 1	AGENDA NO. VI. F. AGENDA DATE: January 27, 2025
ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.) On January 9, 2025, the City received five bids for the referenced project, all of which were responsive. The itemized bids are provided in the attached Bid Tabulation. The design engineer, McMillen Inc., also reviewed the bids, their recommendation is attached. This project is for phase one construction of a new raw water intake. This new intake will replace the existing failed intake at the same site. Base bid work involves demolition of the existing Site C pump house and existing discharge pipe and installation of a new 25-foot diameter circular concrete secant pile shaft and wet well, and the installation of a new 42-in outer diameter steel intake pipeline using micro tunneling. Alternate 1 work includes in-water work associated with the intake pipe and fish screen supports. Alternate 2 work includes the installation of two new 15-million gallon per day NOAA NMFS approved, fish intake screens. In water work must be completed during the “in water work period” as defined by the US Army Corps of Engineers, July 1 – August 31. Public Works has received IDEQ’s authorization to award the bid, and is attached. Public Works recommends awarding a contract for the base, alternate 1 and alternate 2 to the lowest responsive bidder, Halme Construction, Inc. of Spokane, Washington. Halme’s total bid is \$6,700,000.	
BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources) Project design, construction, and construction engineering services is funded with an IDEQ administered ARPA grant of \$7,300,000 and USACE 595 grant of \$902,250. The remaining grant funding is \$6,900,000. There is \$6.7 million budgeted in FY25.	
ACTION PROPOSED Staff recommends City Council’s approval of IFB-25-003; Site C Intake Reconstruction, Phase I construction contract between Halme Construction, Inc. and the City of Lewiston in the amount of \$6,700,000 and authorize the Mayor to sign the contract.	

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

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

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

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Site C Intake Reconstruction Phase 1**

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: The work as described in Section 01 11 00 involves demolition of the existing Site C pump house and existing discharge pile, install new 25-foot diameter circular concrete secant pile shaft and wet well, installation of a new 42-in outer diameter steel intake pipeline using micro tunneling. The work also includes the installation of two new 15-million gallon per day NOAA NMFS approved, fish intake screens. A portion of the work must be completed during the "in water work period" as defined by the US Army Corps of Engineers, July 1 – August 31st.

ARTICLE 3—ENGINEER

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

ARTICLE 4—CONTRACT TIMES

- 4.01 *Time is of the Essence*
- All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Dates*
- The Work will be substantially complete on or before **October 31, 2025**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **December 31, 2025**.
- 4.03 *Milestones*
- A. A. Parts of the Work must be substantially completed on or before the following Milestone(s):
1. **Milestone 1: In-Water Work, August 31, 2025 (if awarded)**
- 4.05 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense,

and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner **\$7,000** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$3,500** for each day that expires after such time until the Work is completed and ready for final payment.
3. *Milestones:* Contractor shall pay Owner **\$7,000** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.
4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

4.06 *Actual Damages*

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

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
 - A. For all Work a combined total lump sum of \$6,700,000, which includes the Base Bid of \$5,670,000, Alternate 1 \$680,000, and Alternate 2 \$350,000.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment up to twice each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. Ninety-Five (95) percent of the value of the Work completed (with the balance being retainage).
 - b. Ninety-Five (95) percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **95** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **10** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

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

6.04 *Consent of Surety*

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

6.05 *Interest*

- C. This article is reserved.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. A. The Contract Documents consist of the following and shall govern in the following order in case of conflict among them:
 - 1. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Change Orders.
 - b. Work Change Directives.
 - c. Field Orders.
 - d. Notice to Proceed.
 - 2. This Agreement (2020 ISPWC Section 520) including any exhibits to this Agreement (enumerated as follows):

3. Addenda (numbers 1 to 5).
4. Drawings consisting of **112** sheets with each sheet bearing the following general title: **Site C Intake Reconstruction**
5. Special Provisions and Supplementary Technical Specifications (2020 ISPWC Section 820).
6. Supplementary Conditions (2020 ISPWC Section 800).
7. Instructions to Bidders (2020 ISPWC Section 200).
8. General Conditions (2020 ISPWC Division 100).
9. Standard Specifications and Drawings – 2020 Idaho Standards for Public Works Construction (ISPWC).
10. Contractor's Bid (2020 ISPWC Section 410 and all attachments thereto).
11. Documentation submitted by Contractor.
12. CONTRACTOR'S Affidavits and Certifications, including federal forms
13. Bonds
 - a. Performance bond (2020 ISPWC Section 610 together with power of attorney).
 - b. Payment bond (2020 ISPWC Section 615 together with power of attorney).
- B. The Contract Documents listed in Paragraph 7.01.A are incorporated by reference to this Agreement.
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the

means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
12. The Contractor is an appropriately licensed public works contractor per Idaho Code Section 54-1902.
13. The Contractor or any of its subcontractors are suspended or debarred as recorded in the federal System of Awards Management (SAM.gov).
14. Contractor shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring the Contractor's compliance with any Laws or Regulations.

8.02 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- B. Anti-Boycott Against Israel Act: If this Agreement: (1) Is to acquire or dispose of services, supplies, information technology, or construction; (2) has a potential value of One Hundred Thousand Dollars (\$100,000) or more; and (3) Contractor is a company with ten (10) or more employees, then, pursuant to Idaho Code § 67-2346, Contractor certifies that Contractor is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of goods or services from Israel or territories

under Israel's control. The terms "company" and "boycott Israel" shall have the meanings ascribed to them in Idaho Code § 67-2346.

- C. **No Public Funds for Abortion Act:** Pursuant to Idaho Code § 18-8703, Contractor certifies that it is not, and will not for the duration of the Agreement, become an abortion provider or an affiliate of an abortion provider, as those terms are defined in the "No Public Funds for Abortion Act," Idaho Code §§ 18-8701 et seq.
- D. **Contract with Company Owned or operated by the Government of China Prohibited:** Pursuant to Idaho Code § 67-2359, Contractor certifies that Contractor is not a company currently owned or operated by the government of China and will not for the duration of this Agreement be owned or operated by the government of China. The terms "company" and "government of China" shall have the meanings ascribed to them in Idaho Code § 67-2359.
- E. Pursuant to Idaho Code § 67-2802A, for contracts in excess of ten thousand dollars (\$10,000), Contractor certifies that Contractor does not maintain or provide for Contractor's employees any segregated facility at any of Contractor's establishments, and that Contractor does not permit employees to perform their services at any location, under Contractor's control, where segregated facilities are maintained. Contractor certifies further that Contractor will not maintain or provide for employees any segregated facilities at Contractor's establishments, and Contractor will not permit employees to perform their services at any location under the Contractor's control where segregated facilities are maintained.
- F. **Prohibition on Contracts with Companies Boycotting Certain Sectors:** If this Agreement: (1) is to acquire goods or services; (2) has a value of One Hundred Thousand Dollars (\$100,000) or more that is to be paid wholly or partly from public funds; and (3) Consultant is a company with ten (10) or more full-time employees, then, pursuant to Idaho Code § 67-2347A, Consultant certifies that Consultant is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of any individual or company because the individual or company: (a) 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 (b) engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § 18-3302(2)(d). The terms "boycott" and "company" shall have the meanings ascribed to them in Idaho Code § 67-2347A.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are ISPMC Division 100 Standard General Conditions for the Construction Contract (2020) published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

ARTICLE 9—OTHER (CITY) PROVISIONS

9.01 *Other (City) Provisions*

- A. **Independent Contractor.** The Parties agree that CONTRACTOR is an independent contractor, with no employment relationship with the City of Lewiston.
- B. **Contracting Authority.** CONTRACTOR warrants that the signatory to this Agreement has the authority to fully bind CONTRACTOR to enter into and be obligated to perform the duties set forth herein.
- C. **Indemnification.** CONTRACTOR shall defend, indemnify, and hold OWNER, its officers, agents, and employees harmless for all claims, losses, actions, damages, judgments, costs, expenses, and/or injuries to persons or property arising out of or in connection with any activities, acts, or omissions of CONTRACTOR, its officers, agents or employees. In the event OWNER is alleged to be liable on account

of any activities, acts, or omissions of CONTRACTOR, its officers, agents or employees, then CONTRACTOR shall defend such allegations through counsel chosen by OWNER; and CONTRACTOR shall bear all costs, fees, and expenses of such defense, including, but not limited to, all attorney fees and expenses, court costs, and expert witness fees and expenses. This duty shall survive the termination or expiration of this Agreement.

- D. **Notices.** All notices required to be given pursuant to this Agreement shall be in writing and shall be deemed delivered immediately if hand-delivered or forty-eight (48) hours after depositing the same in the U.S. mail, certified or registered, postage prepaid, addressed to the respective addresses set forth on the signature page.
- E. **Choice of Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Idaho, with venue for any action brought pursuant to this Agreement to be in the Second Judicial District, State of Idaho.
- F. **Performance/Waiver.** The failure of a Party hereto to insist upon strict performance or observance of the terms of this Agreement shall not be a waiver of any breach of any terms or conditions of this Agreement by the other Party.
- G. **Third Party Beneficiaries.** Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party. Nothing contained herein shall extend the liability of either Party beyond that provided by governing law.
- H. **Attorney Fees.** In the event a controversy, claim, or action arises between the Parties to this Agreement regarding the enforcement of its terms and conditions, or the breach of any of its provisions, the prevailing Party shall be entitled to recover from the other Party all costs and expenses incurred by the prevailing Party, including reasonable attorney fees, regardless of whether such controversy, claim, or action is prosecuted to judgment or appealed.
- I. **Public Records.** The Parties herein understand and acknowledge that this Agreement and its attachments are subject to the Idaho Public Records Act, I.C. §§ 74-101, et seq., the Idaho Open Meetings Act, I.C. §§ 74-201, et seq., and other applicable federal and state laws, and might be public records.
- J. **Use of City Name.** CONTRACTOR shall not include the name, logo, or any identifying marks of the City of Lewiston in any advertising, sales promotion, or other publicity matter.
- K. **Non-Discrimination.** CONTRACTOR shall not refuse to hire any person, including any subcontractor, because of such person's race, creed, sex, color, national origin, ancestry, religion, physical or mental disability, marital or familial status, sexual orientation, or gender identity/expression, unless based on a bona fide occupational qualification.
- L. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
- M. **Force Majeure.** Neither Party shall be liable for any failure to perform as required by this Agreement to the extent that such failure to perform is caused by any reason beyond the Party's control, or by reason of any of the following: labor disturbances or disputes, accidents, failure of any required governmental approval, civil disorders, acts of aggression, acts of God, failure of utilities, mechanical shutdowns, material shortages, disease, or similar occurrences.
- N. **Merger and Integration.** This writing embodies the whole agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained in this Agreement. All previous and contemporaneous communications, representations, or agreements, either verbal or written, between the Parties are superseded by this Agreement.
- O. **Non-Appropriation.** Contractor understands that City is strictly bound by Article VIII, § 3 of the Idaho Constitution, which prohibits City from incurring any indebtedness or liability, in any manner, beyond its current fiscal year, which is October 1 through September 30. All automatic renewals of this

Agreement are wholly contingent upon the annual appropriation of funds for this Agreement. Said appropriations may be made solely at the option and discretion of the City. If City does not appropriate funds for this Agreement for an ensuing fiscal year, for any reason, City may terminate this Agreement without penalty.

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

This Agreement will be effective on the _____ day of _____, 2025.

Owner:

City of Lewiston

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

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

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

City of Lewiston, Public Works Director
P.O. Box 617
Lewiston, ID 83501

Designated Representative:

Name: Alannah Bailey

Title: Engineering Project Supervisor

Address:

P.O. Box 617
215 D Street
Lewiston, ID 83501

Phone: 208.790.8809

Email: abailey@cityoflewiston.org

Contractor:

Halme Construction, Inc.

By: Scott Halme
(individual's signature)

Date: 1-16-25
(date signed)

Name: Scott Halme
(typed or printed)

Title: Vice President
(typed or printed)

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

Attest: Ks lula
(individual's signature)

Title: Estimator
(typed or printed)

Address for giving notices:

8727 W Hwy 2 #100
Spokane WA 99224

Designated Representative:

Name: Grant Kysar
(typed or printed)

Title: Project Manager
(typed or printed)

Address:

8727 W Hwy 2 #100
Spokane WA 99224

Phone: 509-514-6386

Email: grantk@halmeconstruction.com

Idaho License

No.: PWC-6-17552-unlimited-1-2
(where applicable)

January 15, 2025

Alannah Bailey, P.E.
Engineering Project Supervisor: Transportation & Water
City of Lewiston
Via email: abailey@cityoflewiston.org

Subject: City of Lewiston – Site C Intake Reconstruction Project
Re: Construction Management and Engineering Services During Construction –
Bid Recommendation

Dear Ms. Bailey,

McMillen, Inc. (McMillen) appreciates the opportunity to work with the City of Lewiston (City) on the Site C Intake Reconstruction Construction Management (CM) and Engineering Services during Construction (ESDC) Project (Project). The City is funding this project in part through a Department of the Army Section 595 Grant and in part through Idaho Department of Environmental Quality (IDEQ) American Rescue Plan Act (ARPA) Grant Project Number DW21001AP. The Section 595 grant provides funding for water supply and related facilities. McMillen understands that the City currently has a budget of \$6.9M to complete the Project construction. Due to current funding limitations for the full construction of the Project, the Project will be constructed in two phases. The first phase, Phase 1, bid package includes the following items:

- Base Bid: General conditions, mobilization, demolition of existing structures, Civil/Site Improvements, secant pile wet well shaft design and construction, and microtunnel construction (trenchless excavation).
- Alternate 1: Subsequent in-water-work including the construction of piles.
- Alternate 2: Fish screen installation.

Phase 2 will be bid once the City secures additional funding and the construction will include the site civil components (storm drains, grading, asphalt paving, retaining wall, etc.), pump house concrete masonry unit (CMU) block building, mechanical and electrical systems.

McMillen helped the City prepare a bid package for the Phase 1 construction that was advertised for bid on November 8, 2024, with a bid due date of January 9, 2025 . The City received a total of five bids from the following contractors:

1. Apollo, Inc. (Kennewick, WA)
2. Halme Construction, Inc. (Spokane, WA)
3. IMCO General Construction, Inc. (Ferndale, WA)
4. Michels Construction, Inc. (Renton, WA)
5. S&L Underground Inc. (Bonners Ferry, ID)

The McMillen team has reviewed the five construction bids, see attached Bid Tab prepared by the City for a breakdown of the bids. Based on the submitted bids, it is recommended that the City go forward with the lowest bid from Halme Construction, Inc. Below is a summary of Halme Construction's bid:

Base Bid	\$5,670,000
Alternate 1	\$680,000
Alternate 2	\$350,000
Total	\$6,700,000

If the City is limited to the \$6.9M and is unable to secure any additional funding beyond their current budget, McMillen recommends going forward with the Base Bid and Alternate 1 for a total of \$6.35M, leaving \$550,000 in funds for contingency to cover any changes that may occur in the field and result in a change order. The full Phase 1 project (Base Bid, Alternate 1, and Alternate 2) of \$6.9M would have a contingency of \$200,000 which is too slim to cover potential changes and will pose a risk to the City. It is recommended to have at least 6% to 10% in contingency to cover potential changes during construction.

If the City were to secure additional funding to cover any potential change orders it would be advantageous for the City to go forward with full Phase 1 project (Base Bid, Alternate 1, and Alternate 2) to save money on the Project overall. The City will ultimately pay more construction and permitting fees if Alternate 2 is deferred because of the additional costs associated with fees for contractor mobilization, environmental permitting for additional in-water work, and increased material and installation costs for the fish screen. If the full Phase 1 project (Base Bid, Alternate 1, and Alternate 2) is approved, all in-water work associated with the Project will be completed under the current construction contract.

We appreciate the opportunity to provide the City with our input on the construction bids. If you have any questions or need additional information, please contact Jodi Burns at

burns@mcmillen.com or (806) 341-4166. We look forward to continuing to serve the City of Lewiston on this Project.

A handwritten signature in blue ink, appearing to read "Jodi Burns".

Jodi Burns, PE
Project Manager

cc Jeff Shewell/CM

.

ATTACHMENTS

Attachment A – IFB 25-003 Site C Intake Bid Tab

PROJECT: IFB-25-003 SITE C INTAKE RECONSTRUCITON, PHASE I (IFB-25-003)

BID TABULATION -- Bid Opening: January 9, 2025 - 2:00 p.m.

				<i>Apollo, Inc. Kennewick, WA</i>	<i>Halme Construction, Inc. Spokane, WA</i>	<i>IMCO General Construction, Inc. Ferndale, WA</i>	<i>Michels Construction, Inc. Renton, WA</i>	<i>S & L Underground, Inc. Bonners Ferry, ID</i>
BID ITEM	QUANTITY	UNIT	TASK	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE
Base Bid								
1	1	LS	GC's & Mob	710,000	900,000	3,871,000	5,585,000	850,000
2	1	LS	Demolition	1,300,000	550,000	501,000	826,000	825,000
3	1	LS	Civil / Site Improvements	110,000	220,000	237,000	195,000	1,250,000
4	1	LS	Secant Pile Wet Well Shaft	1,818,000	2,500,000	5,694,000	2,210,000	3,200,000
5	1	LS	Trenchless Excavation	1,791,000	1,500,000	3,478,000	2,510,000	2,600,000
Total Proposed Base Price (Bid Items 1-5)				5,729,000	5,670,000	13,781,000	11,326,000	8,725,000
Alternate 1								
A1	1	LS	Alternate 1: In-Water Work	1,132,000	680,000	730,000	2,322,000	3,204,000
	1	LS	Base Bid	5,729,000	5,670,000	13,781,000	11,326,000	8,725,000
Total Base Price Plus Alternative A1				6,861,000	6,350,000	14,511,000	13,648,000	11,929,000
Alternate 2								
A2	1	LS	Alternate 2: Fish Screen	336,000	350,000	652,000	485,000	750,000
	1	LS	Base Bid	5,729,000	5,670,000	13,781,000	11,326,000	8,725,000
ternative Proposed Price - Base Price Plus Alternative A2				6,065,000	6,020,000	14,433,000	11,811,000	9,475,000
Base Bid Plus Alternates 1 and 2								
1	1	LS	Base Bid Price	5,729,000	5,670,000	13,781,000	11,326,000	8,725,000
A1	1	LS	Alternate 1: In-Water Work	1,132,000	680,000	730,000	2,322,000	3,204,000
A2	1	LS	Alternate 2: Fish Screen	336,000	350,000	652,000	485,000	750,000
Total for Base Price + Both Alternatives				7,197,000	6,700,000	15,163,000	14,133,000	12,679,000

1118 F St, Lewiston, ID 83501
(208) 799-4370



Brad Little, Governor
Jess Byrne, Director

January 15, 2025

Alannah Bailey, PE
City of Lewiston
215 D Street Suite B
PO Box 617
Lewiston, ID 83501
abailey@cityoflewiston.org

Subject: Authorization to Award Bid – Lewiston Site C Intake Reconstruction Phase I;
State Revolving Loan Fund #DW2001AP

Dear Ms. Bailey:

The Idaho Department of Environmental Quality (DEQ) received bid documents, supporting information, and the engineer's bid award recommendation for the subject project. DEQ has also received your letter dated January 14, 2025 documenting your intent to award the construction contract. DEQ has reviewed this documentation, and it appears to be acceptable. This letter constitutes your American Rescue Plan Act (ARPA) authorization to award the construction contract to Halme Construction at the total bid amount of \$6,700,000. Please proceed with the project subject to the following conditions:

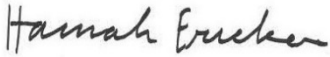
ARPA Conditions:

- A. Refer to DEQ SRF Handbook, available at <https://www.deq.idaho.gov/water-quality/grants-and-loans/>, to ensure that appropriate documentation and ARPA Forms are provided to DEQ from the successful bidder prior to issuance of Notice to Proceed.
- B. You should coordinate the scheduling of the pre-construction conference with DEQ so that DEQ may have the opportunity to attend. Conditions required in the DEQ plan and specification approval letter dated October 29, 2024, and SRF requirements shall be reviewed at the pre-construction conference and satisfied during construction. Suggested agenda topics for pre-construction meetings are available for review in the DEQ SRF Handbook.
- C. After the pre-construction conference, please provide DEQ copy of the executed Notice to Proceed authorizing the contractor to begin construction.

- D. Any Change Orders to the project must be reviewed and approved by DEQ before project costs may be classified as loan eligible.

If you have any questions or comments, please contact me at (208) 799-4370 or Hannah.Erickson@deq.idaho.gov.

Regards,



Hannah Erickson, PE
Water Quality Engineer

c: Bryan Lacy, City of Lewiston
AJ Maupin, PE, DEQ
Nicolas Hiebert, PE, DEQ
2019ALM14

PROJECT: IFB-25-003 SITE C INTAKE RECONSTRUCITON, PHASE I (IFB-25-003)

BID TABULATION -- Bid Opening: January 9, 2025 - 2:00 p.m.

				<i>Apollo, Inc. Kennewick, WA</i>	<i>Halme Construction, Inc. Spokane, WA</i>	<i>IMCO General Construction, Inc. Ferndale, WA</i>	<i>Michels Construction, Inc. Renton, WA</i>	<i>S & L Underground, Inc. Bonners Ferry, ID</i>
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Total for Base Price + Both Alternatives				7,197,000	6,700,000	15,163,000	14,133,000	12,679,000



CITY COUNCIL MEETING AGENDA ITEM SUMMARY

ITEM TITLE IFB-25-004 17TH STREET SIDEWALK INFILL 13TH AVENUE TO 15TH AVENUE	AGENDA NO. VI. G. AGENDA DATE: January 27, 2025
ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.) December 12, 2022 Resolution 2022-50 was signed and executed between the City of Lewiston and the Idaho Transportation Department (ITD) for State/Local Agreement for Design and Construction for Project NO. A023(897); 17th Street sidewalk Infill between 13th Avenue and 15th Avenue. Federally funded by the Transportation Alternatives (TAP) Program, administered through the ITD. The competitive grant was awarded with strong community and agency support, including endorsements from the Lewiston School District, Disability Advisory Commission, Lewis-Clark Valley Metropolitan Planning Organization, and Lewiston Transit. The referenced project, includes the construction of new sidewalk on the west side, pedestrian ramps on both sides, retaining walls where necessary, and landscape restoration. This project will complete the final missing link in the 17th Street corridor to provide continuous sidewalk connectivity from downtown to 17th Street Grade. In November 2024 the City advertised for bid IFB-25-005. On December 17, 2024, the City received four bids for the referenced project: three responsive and one non-responsive. The itemized bids, along with the Engineer's estimate, and Construction Contract, are provided in the attached. Public Works recommends awarding the contract to the lowest responsive bidder, LaRiviere, Inc., of Rathdrum, Idaho, with a total bid of \$325,975.80. This bid is 3.5% higher than the Engineer's estimate of \$315,010.	
BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources) Project design, construction, and construction engineering services are funded with a Transportation Alternatives Program (TAP) grant which requires a local match. The total TAP grant is for \$536,000; \$496,658 (92.66%) is federal and \$39,342 (7.34%) is local match. The local match for this contract with LaRiviere in the amount of \$325,975.80 will be \$23,926.62. The City is responsible for the payments and will reimbursed by ITD at 92.66% of the payments.	
ACTION PROPOSED	

Staff recommends City Council to award and Mayor to sign, IFB-25-004 construction contract ; 17th St Sidewalk Infill; 13th Ave to 15th Ave (TR064), to LaRiviere, Inc. in the amount of \$325,975.80.

"G:\Shared drives\Public Works CAPITAL\Sidewalks\TR064 17th St Sidewalk Infill; 13th to 15th (KN23897)\Bidding\TR064 CC Agenda Item Summary - LaRiviere Award.docx"

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

THIS AGREEMENT is by and between City of Lewiston ("Owner") and
LaRiviere, Inc. 17564 N Dylan Ct., Rathdrum, ID 83858 ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

Base Bid: The Base bid consists of construction of new sidewalk along the west side of 17th Street in Lewiston, Idaho between 13th Avenue and 15th Avenue. Included in the new sidewalk will be ADA ramps, new curb and gutter, and retaining wall in select locations. The base bid includes all work shown by the project plans.

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: 17th Street Sidewalk Infill (IFB-25-004).

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Keller Associates.
- 3.02 The Owner has retained Keller Associates ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Days*
- A. The Work will be substantially completed within 55 working days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 10 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500 for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
201-010A	Clearing and Grubbing	LS	1	\$12,500.00	\$12,500.00
202-005A	Selective Removal of Trees Including Stumps	EA	5	\$1,394.00	\$6,970.00
203-015A	Removal of Bituminous Surface	SY	183	\$15.00	\$2,745.00
203-060A	Removal of Concrete Sidewalk	SY	115	\$14.00	\$1,610.00
203-065A	Removal of Curb	FT	431	\$6.50	\$2,801.50
203-070A	Removal of Curb & Gutter	FT	68	\$7.00	\$476.00
203-075A	Removal of Fence	FT	120	\$6.50	\$780.00
205-005A	Excavation	CY	286	\$39.00	\$11,154.00
212-095A	Inlet Protection	EA	4	\$116.00	\$464.00
212-105A	Water Pollution and Erosion Control	CA	2,500	\$1.00	\$2,500.00
303-051A	Crushed Aggregate for Base Ty 1	TON	157	\$32.00	\$5,024.00
405-240A	Superpave HMA Pavement Class SP-3 (1/2", PG 64-28)	TON	61	\$441.00	\$26,901.00
614-015A	Concrete Sidewalk	SY	520	\$63.00	\$32,760.00
614-020A	Driveway Approach Type 1	SY	18	\$91.00	\$1,638.00
614-020B	Driveway Approach Type 2	SY	37	\$91.00	\$3,367.00
614-025A	Perpendicular Curb Ramp (City 2-15)	SY	52	\$143.00	\$7,436.00
614-025B	Parallel Curb Ramp (City 2-11)	SY	26	\$134.00	\$3,484.00
614-025C	Single Sidewalk Ramp (City 2-12)	SY	7	\$115.00	\$805.00
615-492A	Curb & Gutter Type 2	FT	499	\$36.00	\$17,964.00
621-010A	Seeding	AC	0.10	\$19,693.00	\$1,969.30
S501-15A	Retaining Walls	SF	390	\$73.00	\$28,470.00
S600-20A	Fire Hydrant Assembly	EA	1	\$10,639.00	\$10,639.00
S600-045A	Water Line (2")	FT	125	\$33.00	\$4,125.00
S610-05A	Remove and Reset Fence	FT	176	\$29.00	\$5,104.00
S900-50A	Traffic Control Maintenance	CA	2500	\$1.00	\$2,500.00
S901-05A	Remove and Reset Sign	EA	6	\$988.00	\$5,928.00
S904-05A	Temporary Traffic Control	LS	1	\$29,319.00	\$29,319.00
S911-05A	Temporary Construction Fence	FT	296	\$12.00	\$3,552.00
S911-05B	Install Privacy Fence	FT	120	\$12.00	\$1,440.00
S912-05A	Landscape Rock	SY	53	\$38.00	\$2,014.00
Z629-05A	Mobilization	LS	1	\$89,536.00	\$89,536.00

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
Total of All Unit Price Bid Items					\$325,975.80

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

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage); and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

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

6.04 Consent of Surety

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

ARTICLE 7 – CONTRACTOR’S REPRESENTATIONS

7.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor’s entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
- K. Contractor has Idaho Public Works Contractor License

ARTICLE 8 – CONTRACT DOCUMENTS

8.01 *Contents*

- A. The Contract Documents consist of the following (Listed in order of governance):
1. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Change Orders.
 - b. Work Change Directives.
 - c. Field Orders.
 - d. Notice to Proceed.
 2. This Agreement including any exhibits to this Agreement (enumerated as follows):
 - a. N/A
 3. Addenda (numbers 1 to 1, inclusive).
 4. Drawings (not attached but incorporated by reference) consisting of 13 sheets with each sheet bearing the following project number: A023(897)
 5. Specifications as listed in the table of contents of the Project Manual.
 6. Supplementary Conditions (pages 163 to 175, inclusive).
 7. Instructions to Bidders
 8. General Conditions (pages 91 to 162, inclusive).
 9. 2023 Standard Specifications for Highway Construction, Idaho Transportation Department.
 10. Contractor's Bid (pages 5 to 47, inclusive).
 11. Documentation submitted by Contractor prior to Notice of Award.
 12. Contractor's Affidavits
 13. Bonds:
 - a. Performance bond (pages 63 to 66, inclusive).
 - b. Payment bond (pages 67 to 70, inclusive).
 - c. Other bonds secured by the contractor
- B. The documents listed in Paragraph 9.01.A are incorporated by reference into this Agreement.
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 9 – MISCELLANEOUS

9.01 *Terms*

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

9.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability*

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

9.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 9.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

- B. Anti-Boycott Against Israel Act: If this Agreement: (1) Is to acquire or dispose of services, supplies, information technology, or construction; (2) has a potential value of One Hundred Thousand Dollars (\$100,000) or more; and (3) Contractor is a company with ten (10) or more employees, then, pursuant to Idaho Code § 67-2346, Contractor certifies that Contractor is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of goods or services from Israel or territories under Israel's control. The terms "company" and "boycott Israel" shall have the meanings ascribed to them in Idaho Code § 67-2346.
- C. No Public Funds for Abortion Act: Pursuant to Idaho Code § 18-8703, Contractor certifies that it is not, and will not for the duration of the Agreement, become an abortion provider or an affiliate of an abortion provider, as those terms are defined in the "No Public Funds for Abortion Act," Idaho Code §§ 18-8701 et seq.
- D. Contract with Company Owned or operated by the Government of China Prohibited: Pursuant to Idaho Code § 67-2359, Contractor certifies that Contractor is not a company currently owned or operated by the government of China and will not for the duration of this Agreement be owned or operated by the government of China. The terms "company" and "government of China" shall have the meanings ascribed to them in Idaho Code § 67-2359.
- E. Prohibition on Contracts with Companies Boycotting Certain Sectors: If this Agreement: (1) is to acquire goods or services; (2) has a value of One Hundred Thousand Dollars (\$100,000) or more that is to be paid wholly or partly from public funds; and (3) Consultant is a company with ten (10) or more full-time employees, then, pursuant to Idaho Code § 67-2347A, Consultant certifies that Consultant is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of any individual or company because the individual or company: (a) 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 (b) engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § 18-3302(2)(d). The terms "boycott" and "company" shall have the meanings ascribed to them in Idaho Code § 67-2347A.
- F. Pursuant to Idaho Code § 67-2802A, for contracts in excess of ten thousand dollars (\$10,000), Contractor certifies that Contractor does not maintain or provide for Contractor's employees maintain or provide for Contractors' employees any segregated facility at any of Contractor's establishments, and that Contractor does not permit employees to perform their services at any location, under Contractor's control, where segregated facilities are maintained. Contractor certifies further that Contractor will not maintain or provide for employees any segregated facilities at Contractor's establishments, and Contractor will not permit employees to perform their services at any location under Contractor's control where segregated facilities are maintained.

9.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

9.07 *Other - City Provisions*

- A. **Independent Contractor.** The Parties agree that CONTRACTOR is an independent contractor, with no employment relationship with the City of Lewiston.
- B. **Contracting Authority.** CONTRACTOR warrants that the signatory to this Agreement has the authority to fully bind CONTRACTOR to enter into and be obligated to perform the duties set forth herein.
- C. **Indemnification.** CONTRACTOR shall defend, indemnify, and hold OWNER, its officers, agents, and employees harmless for all claims, losses, actions, damages, judgments, costs, expenses, and/or injuries to persons or property arising out of or in connection with any activities, acts, or omissions of CONTRACTOR, its officers, agents or employees. In the event OWNER is alleged to be liable on account of any activities, acts, or omissions of CONTRACTOR, its officers, agents or employees, then CONTRACTOR shall defend such allegations through counsel chosen by OWNER; and CONTRACTOR shall bear all costs, fees, and expenses of such defense, including, but not limited to, all attorney fees and expenses, court costs, and expert witness fees and expenses. This duty shall survive the termination or expiration of this Agreement.
- D. **Notices.** All notices required to be given pursuant to this Agreement shall be in writing and shall be deemed delivered immediately if hand-delivered or forty-eight (48) hours after depositing the same in the U.S. mail, certified or registered, postage prepaid, addressed to the respective addresses set forth on the signature page.
- E. **Choice of Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Idaho, with venue for any action brought pursuant to this Agreement to be in the Second Judicial District, State of Idaho.
- F. **Performance/Waiver.** The failure of a Party hereto to insist upon strict performance or observance of the terms of this Agreement shall not be a waiver of any breach of any terms or conditions of this Agreement by the other Party.
- G. **Third Party Beneficiaries.** Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party. Nothing contained herein shall extend the liability of either Party beyond that provided by governing law.
- H. **Attorney Fees.** In the event a controversy, claim, or action arises between the Parties to this Agreement regarding the enforcement of its terms and conditions, or the breach of any of its provisions, the prevailing Party shall be entitled to recover from the other Party all costs and expenses incurred by the prevailing Party, including reasonable attorney fees, regardless of whether such controversy, claim, or action is prosecuted to judgment or appealed.
- I. **Public Records.** The Parties herein understand and acknowledge that this Agreement and its attachments are subject to the Idaho Public Records Act, I.C. §§ 74-101, et seq., the Idaho Open Meetings Act, I.C. §§ 74-201, et seq., and other applicable federal and state laws, and might be public records.
- J. **Use of City Name.** CONTRACTOR shall not include the name, logo, or any identifying marks of the City of Lewiston in any advertising, sales promotion, or other publicity matter.
- K. **Non-Discrimination.** CONTRACTOR shall not refuse to hire any person, including any subcontractor, because of such person's race, creed, sex, color, national origin, ancestry,

religion, physical or mental disability, marital or familial status, sexual orientation, or gender identity/expression, unless based on a bona fide occupational qualification.

- L. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
- M. **Force Majeure.** Neither Party shall be liable for any failure to perform as required by this Agreement to the extent that such failure to perform is caused by any reason beyond the Party's control, or by reason of any of the following: labor disturbances or disputes, accidents, failure of any required governmental approval, civil disorders, acts of aggression, acts of God, failure of utilities, mechanical shutdowns, material shortages, disease, or similar occurrences.
- N. **Merger and Integration.** This writing embodies the whole agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained in this Agreement. All previous and contemporaneous communications, representations, or agreements, either verbal or written, between the Parties are superseded by this Agreement.
- O. **Non-Appropriation.** Contractor understands that City is strictly bound by Article VIII, § 3 of the Idaho Constitution, which prohibits City from incurring any indebtedness or liability, in any manner, beyond its current fiscal year, which is October 1 through September 30. All automatic renewals of this Agreement are wholly contingent upon the annual appropriation of funds for this Agreement. Said appropriations may be made solely at the option and discretion of the City. In the event that City does not appropriate funds for this Agreement for an ensuing fiscal year, for any reason, City may terminate this Agreement without penalty.

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

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

OWNER: City of Lewiston, Idaho

CONTRACTOR:

LaRiviere, Inc.

By: _____

By: 

Title: _____

Title: Thomas R. LaRiviere III, President

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

Attest: _____

Attest: 

Title: _____

Title: Allison Beard, Contract Administrator

Address for giving notices:

Address for giving notices:

City of Lewiston

17564 N Dylan Ct.

1134 F Street

Rathdrum, ID 83858

PO Box 617

Lewiston, ID 83501

License No.: PWC-C-17425; RCE-22213
(where applicable)

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

**MINUTES AND CONSENT TO ACTION
IN LIEU OF MEETING OF
LARIVIERE INC.**

Pursuant to the provisions of I.C. 30-29-205 and the Bylaws of the Corporation, the undersigned being the members of LARIVIERE INC., an Idaho Corporation (the "Company"), agrees to and does consent to the following action and authorization.

I.

RESOLVED, that Thomas LaRiviere III is hereby elected as the President of the Corporation to serve until the next annual meeting of the Directors of the Corporation and until successors are elected and qualified.

II.

RESOLVED, that all acts by the Directors of the Corporation on behalf of the Corporation, are hereby ratified, approved, consented to and otherwise fully authorized as of the date of each respective act.

The execution of this Consent, which may be accomplished in counterparts, shall constitute a written waiver of any notice required by the company Bylaws. This Joint Consent to Action is hereby entered into effective this 16th day of April 2024.



THOMAS LARIVIERE III



THOMAS LARIVIERE II

PROJECT: 17TH ST SIDEWALK INFILL; 13TH TO 15TH (IFB-25-004) KN23897 (TR064)
BID TABULATION -- Bid Opening: December 17, 2024 - 2:00 p.m.

					Engineer's Estimate		LaRiviere Rathdrum, ID		Knife River Boise, ID		McCalls Classic Lewiston, ID	
NO.	BID ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
Schedule A - Water: 9th Street to Jefferson Street												
1	201-010A	Clearing and Grubbing	LS	1	\$5,000.00	\$5,000.00	\$12,500.00	\$12,500.00	\$5,150.00	\$5,150.00	\$12,500.00	\$12,500.00
2	202-005A	Selective Removal of Trees Including Stumps	EA	5	\$3,500.00	\$17,500.00	\$1,394.00	\$6,970.00	\$1,350.00	\$6,750.00	\$1,500.00	\$7,500.00
3	203-015A	Removal of Bituminous Surface	SY	183	\$15.00	\$2,745.00	\$15.00	\$2,745.00	\$39.00	\$7,137.00	\$25.00	\$4,575.00
4	203-060A	Removal of Concrete Sidewalk	SY	115	\$30.00	\$3,450.00	\$14.00	\$1,610.00	\$34.00	\$3,910.00	\$25.00	\$2,875.00
5	203-065A	Removal of Curb	FT	431	\$20.00	\$8,620.00	\$6.50	\$2,801.50	\$10.00	\$4,310.00	\$10.00	\$4,310.00
6	203-070A	Removal of Curb & Gutter	FT	68	\$25.00	\$1,700.00	\$7.00	\$476.00	\$20.00	\$1,360.00	\$12.50	\$850.00
7	203-075A	Removal of Fence	FT	120	\$40.00	\$4,800.00	\$6.50	\$780.00	\$18.00	\$2,160.00	\$40.00	\$4,800.00
8	205-005A	Excavation	CY	286	\$35.00	\$10,010.00	\$39.00	\$11,154.00	\$40.00	\$11,440.00	\$40.00	\$11,440.00
9	212-095A	Inlet Protection	EA	4	\$50.00	\$200.00	\$116.00	\$464.00	\$123.00	\$492.00	\$300.00	\$1,200.00
10	212-105A	Water Pollution and Erosion Control	CA	2,500	\$1.00	\$2,500.00	\$1.00	\$2,500.00	\$1.00	\$2,500.00	\$1.00	\$2,500.00
11	303-051A	Crushed Aggregate for Base Ty 1	TON	157	\$35.00	\$5,495.00	\$32.00	\$5,024.00	\$115.00	\$18,055.00	\$40.00	\$6,280.00
12	405-430A	Superpave HMA Pavement Class SP-3 (1/2", PG 64-28)	TON	61	\$120.00	\$7,320.00	\$441.00	\$26,901.00	\$560.00	\$34,160.00	\$485.00	\$29,585.00
13	614-015A	Concrete Sidewalk	SY	520	\$90.00	\$46,800.00	\$63.00	\$32,760.00	\$140.00	\$72,800.00	\$108.00	\$56,160.00
14	614-020A	Driveway Approach Type 1	SY	18	\$125.00	\$2,250.00	\$91.00	\$1,638.00	\$352.00	\$6,336.00	\$135.00	\$2,430.00
15	614-020B	Driveway Approach Type 2	SY	37	\$125.00	\$4,625.00	\$91.00	\$3,367.00	\$186.00	\$6,882.00	\$135.00	\$4,995.00
16	614-025A	Perpendicular Curb Ramp (City 2-15)	SY	52	\$250.00	\$13,000.00	\$143.00	\$7,436.00	\$232.00	\$12,064.00	\$600.00	\$31,200.00
17	614-025B	Parallel Curb Ramp (City 2-11)	SY	26	\$250.00	\$6,500.00	\$134.00	\$3,484.00	\$695.00	\$18,070.00	\$600.00	\$15,600.00
18	614-025C	Single Sidewalk Ramp (City 2-12)	SY	7	\$250.00	\$1,750.00	\$115.00	\$805.00	\$526.00	\$3,682.00	\$600.00	\$4,200.00
19	615-492A	Curb & Gutter Type 2	FT	499	\$100.00	\$49,900.00	\$36.00	\$17,964.00	\$89.00	\$44,411.00	\$35.00	\$17,465.00
20	621-010A	Seeding	AC	0.1	\$7,500.00	\$750.00	\$19,693.00	\$1,969.30	\$6,600.00	\$660.00	\$20,000.00	\$2,000.00
21	S501-15A	Retaining Walls	SF	390	\$75.00	\$29,250.00	\$73.00	\$28,470.00	\$120.00	\$46,800.00	\$50.00	\$19,500.00
22	S600-20A	Fire Hydrant Assembly	EA	1	\$8,500.00	\$8,500.00	\$10,639.00	\$10,639.00	\$14,267.00	\$14,267.00	\$14,500.00	\$14,500.00
23	S600-045A	Water Line (2") (3/4")	FT	125	\$18.00	\$2,250.00	\$33.00	\$4,125.00	\$105.00	\$13,125.00	\$50.00	\$6,250.00
24	S610-05A	Remove and Reset Fence	FT	176	\$65.00	\$11,440.00	\$29.00	\$5,104.00	\$31.00	\$5,456.00	\$125.00	\$22,000.00
25	S900-50A	Traffic Control Maintenance	CA	2500	\$1.00	\$2,500.00	\$1.00	\$2,500.00	\$1.00	\$2,500.00	\$1.00	\$2,500.00
26	S901-05A	SP-Remove and Reset Sign	EA	6	\$150.00	\$900.00	\$988.00	\$5,928.00	\$277.00	\$1,662.00	\$1,000.00	\$6,000.00
27	S904-05A	SP-Temporary Traffic Control	LS	1	\$15,000.00	\$15,000.00	\$29,319.00	\$29,319.00	\$15,600.00	\$15,600.00	\$10,000.00	\$10,000.00
28	S911-05A	SP-Temporary Construction Fence	FT	296	\$25.00	\$7,400.00	\$12.00	\$3,552.00	\$12.00	\$3,552.00	\$35.00	\$10,360.00
29	S911-05B	SP-Install Privacy Fence	FT	120	\$100.00	\$12,000.00	\$12.00	\$1,440.00	\$258.00	\$30,960.00	\$225.00	\$27,000.00
30	S912-05A	SP-Landscape Rock	SY	53	\$35.00	\$1,855.00	\$38.00	\$2,014.00	\$47.00	\$2,491.00	\$50.00	\$2,650.00
31	Z629-05A	Mobilization	LS	1	\$29,000.00	\$29,000.00	\$89,536.00	\$89,536.00	\$81,258.00	\$81,258.00	\$20,000.00	\$20,000.00
Total					\$315,010.00		\$325,975.80		\$480,000.00		\$363,225.00	



CITY COUNCIL MEETING AGENDA ITEM SUMMARY

ITEM TITLE IFB-25-005 COMMUNITY CENTER HVAC REPLACEMENT	AGENDA NO. VI. H. AGENDA DATE: January 27, 2025
ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.) Bid documents were distributed through our online plan center and legal advertising requirements were met. Three responsive bids were received, and Mangum Construction LLC had the lowest bid in the amount of \$212,000. The Community Center HVAC Project was initiated after the failure of an outdated unit. Staff temporarily repaired the unit, but parts are no longer available. The existing system is oversized for the portion of the building it services. Staff explored various options and determined that upgrading to three smaller units would provide significant advantages. This approach would localize any potential future failures to a single zone, rather than affecting a large part of the building. Additionally, it proved to be more cost-effective than replacing the existing oversized unit. Ultimately, the selected bid came in at \$212,000, which is below the original estimate of \$250,000—resulting in significant savings for the project.	
BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources) The unit replacement was included in the FY25 budget, funded through the Facilities Property Improvements Fund.	
ACTION PROPOSED Staff recommends award for the Community Center HVAC Replacement to Mangum Construction LLC for the total amount of \$212,000 and authorize the Mayor to execute the contract.	

Memo



To: City Council
From: Shannon Grow
Date: December 9, 2024
Subject: Community Center HVAC replacement

This memorandum provides an overview of the Community Center HVAC replacement Project and seeks your approval to move forward with awarding the project to Mangum Construction in the amount of \$212,000

The Community Center HVAC Project was initiated following the failure of an existing old unit and realizing they do not make parts for it anymore. The Current unit was oversized and serviced a large area of the building. After meeting with engineers and researching. This upgrade offers significant benefits, including that this would allow a failure to only affect 1 zone instead of a large portion of the building as well as being more cost effective to replace the unit with 3 smaller units.

After exploring unit options, we noticed that the cost of the one larger unit would also be higher than modifying the current layout to have 3 smaller units. and the selected bid came in under budget at \$212,000. I had estimated \$250.000

My Average annual Facilities budget is \$130,000 and you have allocated in the last 2 years an additional \$250,000 for repairs. For a total of \$380,000 This project will use \$242,000 of that funding including engineering.

If approved, work on the project will commence promptly, with an expected completion date of August 2025.

We respectfully request the City Council's approval to proceed with the Community Center HVAC Project.

Thank you for your attention and consideration. Please let me know if additional details or documentation are required.

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

This Agreement is by and between City of Lewiston, an Idaho municipal corporation ("Owner") and Mangum Construction LLC a Limited Liability Company ("Contractor").

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

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: The project entails replacing one (1) multizone HVAC unit with three (3) single HVAC units, utilizing the existing footprint. All ductwork will be installed externally on the roof, and a platform will be constructed to cover the ducting, providing support for the three HVAC units.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Community Center HVAC Replacement (IFB-25-005)

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained Rob Sawyer, P.E. ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by City of Lewiston.

ARTICLE 4—CONTRACT TIMES

- 4.01 *Time is of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Dates and Days*
- A. The Work will be substantially complete and ready for final payment in accordance with Paragraph 15.06 of the General Conditions by August 4, 2025.

to liquidated damages, in accordance with the Contract.

- a. Ninety-Five (95) percent of the value of the Work completed (with the balance being retainage).
 - b. Ninety-Five (95) percent of the cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to Ninety-Five (95) percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less One Hundred (100) percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

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

6.04 Consent of Surety

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

6.05 Interest

- A. This article is reserved.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 Contents

- A. The Contract Documents consist of the following and shall govern in the following order in case of conflict among them:
1. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Change Orders.
 - b. Work Change Directives.
 - c. Field Orders.
 - d. Notice to Proceed.
 2. This Agreement (2020 ISPWC Section 520) including any exhibits to this Agreement (enumerated as follows):
 - a. N/A
 3. Addenda **1** to **1**.
 4. Drawings consisting of **14** sheets with each sheet bearing the following general title: City of Lewiston Community Center Multizone Unit 2 Replacement.

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

8.02 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to

9.01 Other (City) Provisions

- A. **Independent Contractor.** The Parties agree that CONTRACTOR is an independent contractor, with no employment relationship with the City of Lewiston.
- B. **Contracting Authority.** CONTRACTOR warrants that the signatory to this Agreement has the authority to fully bind CONTRACTOR to enter into and be obligated to perform the duties set forth herein.
- C. **Indemnification.** CONTRACTOR shall defend, indemnify, and hold OWNER, its officers, agents, and employees harmless for all claims, losses, actions, damages, judgments, costs, expenses, and/or injuries to persons or property arising out of or in connection with any activities, acts, or omissions of CONTRACTOR, its officers, agents or employees. In the event OWNER is alleged to be liable on account of any activities, acts, or omissions of CONTRACTOR, its officers, agents or employees, then CONTRACTOR shall defend such allegations through counsel chosen by OWNER; and CONTRACTOR shall bear all costs, fees, and expenses of such defense, including, but not limited to, all attorney fees and expenses, court costs, and expert witness fees and expenses. This duty shall survive the termination or expiration of this Agreement.
- D. **Notices.** All notices required to be given pursuant to this Agreement shall be in writing and shall be deemed delivered immediately if hand-delivered or forty-eight (48) hours after depositing the same in the U.S. mail, certified or registered, postage prepaid, addressed to the respective addresses set forth on the signature page.
- E. **Choice of Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Idaho, with venue for any action brought pursuant to this Agreement to be in the Second Judicial District, State of Idaho.
- F. **Performance/Waiver.** The failure of a Party hereto to insist upon strict performance or observance of the terms of this Agreement shall not be a waiver of any breach of any terms or conditions of this Agreement by the other Party.
- G. **Third Party Beneficiaries.** Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party. Nothing contained herein shall extend the liability of either Party beyond that provided by governing law.
- H. **Attorney Fees.** In the event a controversy, claim, or action arises between the Parties to this Agreement regarding the enforcement of its terms and conditions, or the breach of any of its provisions, the prevailing Party shall be entitled to recover from the other Party all costs and expenses incurred by the prevailing Party, including reasonable attorney fees, regardless of whether such controversy, claim, or action is prosecuted to judgment or appealed.
- I. **Public Records.** The Parties herein understand and acknowledge that this Agreement and its attachments are subject to the Idaho Public Records Act, I.C. §§ 74-101, et seq., the Idaho Open Meetings Act, I.C. §§ 74-201, et seq., and other applicable federal and state laws, and might be public records.
- J. **Use of City Name.** CONTRACTOR shall not include the name, logo, or any identifying marks of the City of Lewiston in any advertising, sales promotion, or other publicity matter.
- K. **Non-Discrimination.** CONTRACTOR shall not refuse to hire any person, including any subcontractor, because of such person's race, creed, sex, color, national origin, ancestry, religion, physical or mental disability, marital or familial status, sexual orientation, or gender identity/expression, unless based on a bona fide occupational qualification.

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

This Agreement will be effective on the _____ day of _____, 2024.

Owner:

City of Lewiston

By: _____

Title: _____

Contractor:

Mangum Construction LLC

(typed or printed name of organization)

By: Marshall Mangum

(individual's signature)

Date: 1/13/2025

(date signed)

Name: Marshall Mangum

(typed or printed)

Title: Member

(typed or printed)

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

Attest: _____

(individual's signature)

Title: _____

(typed or printed)

Attest: Sidnee Mangum

(individual's signature)

Title: Office Manager

(typed or printed)

Address for giving notices:

City of Lewiston, Purchasing Division

P.O. Box 617

Lewiston, Idaho 83501

Address for giving notices:

1451 Bridge Street

Charleston, WA 99403

Designated Representative:

Name: Valerie Warren

Title: Facilities Supervisor

Address:

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Lewiston, Idaho 83501

Designated Representative:

Name: Marshall Mangum

(typed or printed)

Title: member

(typed or printed)

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CITY COUNCIL MEETING AGENDA ITEM SUMMARY

ITEM TITLE ORDINANCE 4938	AGENDA NO. VI. I. 1. a. AGENDA DATE: January 27, 2025
ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.) The purpose of this revision request is to remove the requirement of having to hand deliver or mail a copy of a parking violation notice to the last owner of record when the vehicle in question is meant to be towed, such as a utility trailer, boat trailer, RV, etc. It is an unnecessary, costly and redundant part of the process that is currently being used. Generally, the process for dealing with these types of vehicles is to first attempt to locate the address the vehicle is associated with and to attempt contact at that address to provide them with a warning notice. If no one is home, the warning notice is attached to the front door of the residence, in a conspicuous place. Placing a warning notice on the vehicle is done when the associated address cannot be determined, such as an apartment complex, or when the owner moved and the information in the state vehicle registration database is not up to date, making it difficult to locate the last owner of record, or the vehicle was sold and the previous owner lives out of state. Parking citations are only placed on towable type vehicles when other means of resolving the parking problem have been exhausted. The parking citations are generally put into a clear plastic envelope to protect them from the weather and attached to the vehicle in a conspicuous place with red duct tape for high visibility. Posting the parking violation notice or warning notice in a conspicuous place on the vehicle and making reasonable attempts at locating the owner or other responsible person for the vehicle has been adequate in the past. Currently, all issued parking citations are forwarded to the Police Department for initial processing. The Police Department checks the license plate and/or Vehicle Identification Number (VIN) through the state database for vehicle ownership. The vehicle owner information is then attached to each citation and forwarded to the city Finance Department. The Finance Department processes all fines received. If the fine is not received within 30 days of the day the violation notice was issued, the Finance Department sends a letter to the last known owner of record. If the fine remains unpaid, the Finance Department starts the city bill collection process.	
BUDGET IMPACT (Identify any or all impacts this proposed action would have on the	

City budget and/or personnel resources)

Removing the requirement of hand delivering or mailing the citation at the time it is issued, streamlines the process. There are situations where the responsible party lives in another state and/or is not readily available. Owners or responsible parties of the parking violation are notified through the billing process if the violation goes unpaid.

ACTION PROPOSED

Consider code revisions proposed by staff. Approve 4938 as drafted, or recommend revisions.

CITY ORDINANCE NO. 4938

AN ORDINANCE OF THE CITY OF LEWISTON AMENDING LEWISTON CITY CODE SECTION 35-81(1) RELATING TO THE SERVICE OF A PARKING VIOLATION NOTICE; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1: Lewiston City Code § 35-81(1) is hereby amended as follows:

Sec. 35-81. Parking violation notice and procedures.

The police department and the community resource officer shall have the authority to issue parking violation notices.

- (1) The notice shall state the amount of the required payment, instructing the owner or operator of such vehicle to make payment to the city treasurer's office. The violation notices shall be numbered consecutively, shall state the time, date and location that the violation notice was issued, the name of the issuing officer, the number of the city code section which has been violated, a brief description of the violation and the make and license number of the vehicle. The violation notice shall be affixed to the vehicle that has been improperly parked, stopped, or left standing. ~~If the vehicle is a vehicle meant to be towed, such as a house trailer, tent trailer, utility trailer, travel trailer, boat, or snowmobile, then the violation notice shall be affixed to said vehicle and either hand-delivered to the record owner thereof or mailed to the last known address of the record owner as appears on the vehicle registration records of the state of Idaho.~~ Each person violating the provisions of this article shall make payment to the city treasurer's office within thirty (30) calendar days of the date the parking violation notice was issued. The payment required for each notice of improper parking in violation of the provisions of this article shall be as follows:

...

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

PASSED this _____ day of _____, 2025.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

Tanya M. Brocke, City Clerk



CITY COUNCIL MEETING AGENDA ITEM SUMMARY

ITEM TITLE ORDINANCE 4932	AGENDA NO. VI. I. 1. b. AGENDA DATE: January 27, 2025
ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.) This ordinance, number 4932, if passed will rezone the easterly forty-five feet (approximately) of 132 Thain Road from Community Commercial, C-3, to Medium Density Residential, R-3 (ZNC24-4).	
BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources) None.	
ACTION PROPOSED The Planning and Zoning Commission has recommended that City Council approve rezone number ZNC24-4.	

CITY ORDINANCE NO. 4932

AN ORDINANCE OF THE CITY OF LEWISTON IMPLEMENTING THE CITY COUNCIL'S DECISION IN ZNC24-4, DECLARING THAT CERTAIN REAL PROPERTY BE REMOVED FROM THE COMMUNITY COMMERCIAL (C-3) ZONE TO THE MEDIUM DENSITY RESIDENTIAL (R-3) ZONE; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF LEWISTON; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the real property described in Section 1 is within the Community Commercial (C-3) Zone, and consists of approximately the easterly forty-three feet (43') of the east portion of the property located at 132 Thain Road;

WHEREAS, on September 25, 2024 and October 9, 2024, the Lewiston Planning and Zoning Commission held a duly noticed public hearings to consider ZNC24-4, an application to rezone the above-described real property to the Medium Density Residential (R-3) Zone, and recommended approval of ZNC24-4 to the Lewiston City Council on October 23, 2024; and

WHEREAS, on November 25, 2024, the Lewiston City Council held a duly noticed public hearing to consider ZNC24-4, and subsequently completed a written Reasoned Statement, all in accordance with Idaho Code §§ 67-6509, 67-6511 and 67-6535.

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

SECTION 1: The real property described in Exhibit A, attached hereto, and incorporated herein, is hereby removed from the Community Commercial (C-3) Zone, and included in the Medium Density Residential (R-3) Zone, as defined by the Zoning Ordinance of the City of Lewiston, Idaho.

SECTION 2: The Zoning Map of the City of Lewiston is hereby amended to remove said real property described above from the Community Commercial (C-3) Zone and include said real property in the Medium Density Residential (R-3) Zone.

SECTION 3: The real property being rezoned is depicted in Exhibit B, attached hereto, and incorporated herein.

ORDINANCE NO. 4932

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SECTION 4: 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:

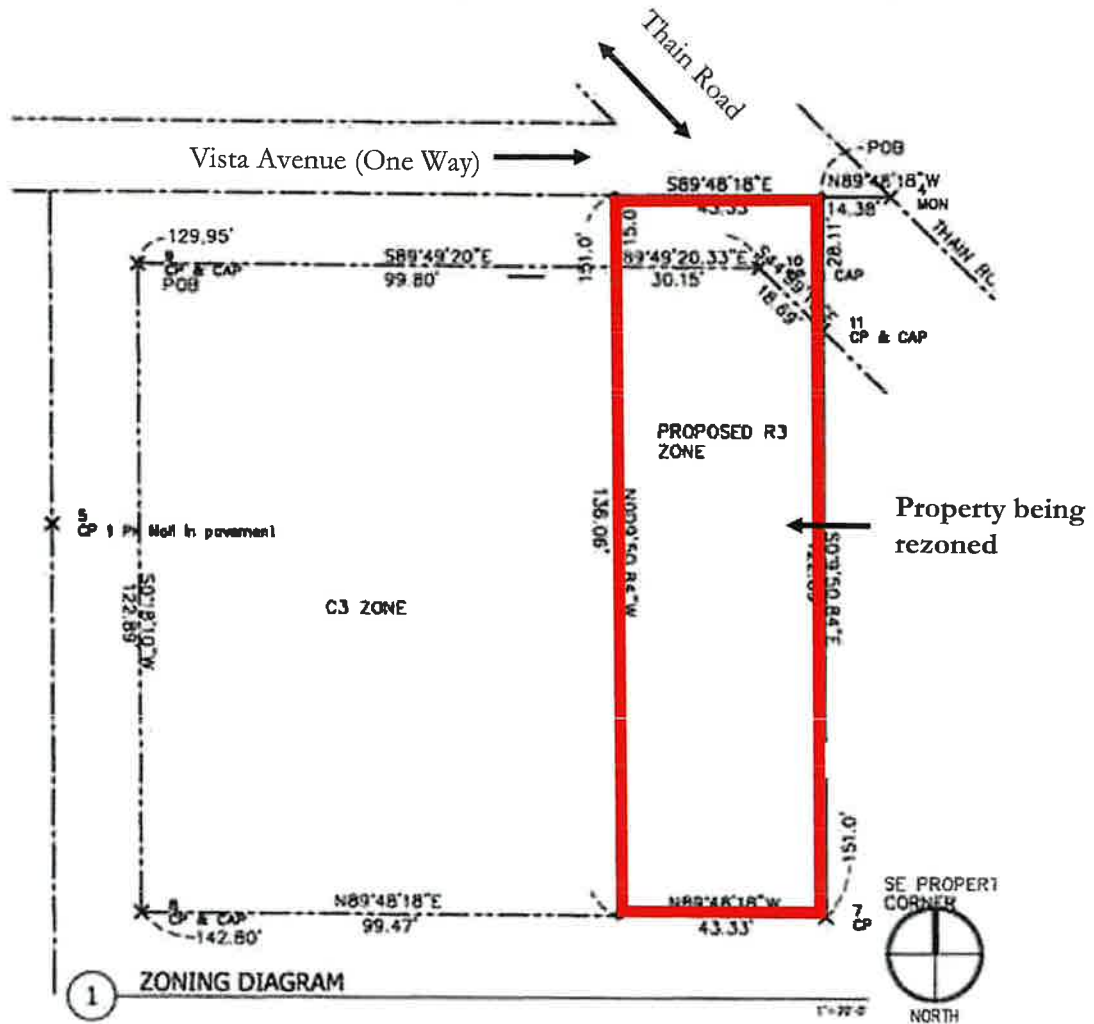
Tanya M. Brocke, City Clerk

Exhibit A
Legal Description of Rezoned Property

The proposed land use is regulated by the City of Lewiston Zoning Code Chapter 37, Article III to be classified as R3 Medium Density Residential and described as follows:

Commencing at the intersection of Thain Road and Vista Avenue thence N89°48'18"W a distance of 14.38' to the TRUE POINT OF BEGINNING; thence S0°9'50.84"E 151'; thence N89°48'18"W a distance of 43.33'; thence N0°9'50.84"W a distance 151'; thence S89°48'18"E a distance of 43.33' to THE POINT OF BEGINNING

Exhibit B
Depiction of Property





CITY COUNCIL MEETING AGENDA ITEM SUMMARY

ITEM TITLE ORDINANCE 4936	AGENDA NO. VI. I. 2. a. AGENDA DATE: January 27, 2025
ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.) Ordinance 4936 implements Zoning Code Amendment ZA-03-24. The amendments contained in ZA-03-24 were 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 considered by City Council after public hearing on 1/13/25. City Council passed a motion to approve Ordinance 4936 with an amendment to remove the requirement that multi-family residential developments provide outdoor recreation areas. Therefore, the version of Ordinance 4936 being considered for second and third readings and adoption tonight does not include a requirement for outdoor recreation areas for multi-family residential developments.	
BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources) None.	
ACTION PROPOSED Approve second and third readings and adoption of Ordinance 4936, as amended.	

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 MULTIFAMILY RESIDENCES UNDER SECTION 37-124.1; AMENDING LEWISTON CITY CODE SECTION 37-82 TO PERMIT MULTIFAMILY RESIDENTIAL USES NOT ON THE GROUND FLOOR; 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 (21,500) square feet for each dwelling unit over one (1).
- (2) Lot width shall be a minimum of ~~sixty five~~ (65) 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 offices, 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 fiftysixty (650) 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 multifamily 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) Multifamily residential uses not on the ground floor of a building.

SECTION 9: This ordinance shall take effect and be in full force from and after its passage and publication.

PASSED this _____ day of _____, 2025.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

Tanya M. Brocke, City Clerk

ORDINANCE NO. 4936

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**CITY OF LEWISTON
SUMMARY OF ORDINANCE NO. 4936**

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 TO PERMIT MULTI-FAMILY RESIDENTIAL USES NOT ON THE GROUND FLOOR; AND PROVIDING AN EFFECTIVE DATE.

Section 1 amends Lewiston City Code § 37-45 relating to lot size in the R-3 Zone. Section 2 amends Lewiston City Code § 37-50(a) revising to the purpose statement for the R-4 Zone. Section 3 amends Lewiston City Code § 37-51 to add and remove permitted uses in the R-4 Zone. Section 4 amends Lewiston City Code § 37-52 to add and remove conditional uses permitted in the R-4 Zone. Section 5 amends Lewiston City Code § 37-56 to limit building heights to fifty feet in the R-4 Zone. Section 6 amends Lewiston City Code § 37-57.2 to subject multifamily residential dwellings to the standards of § 37-124.1 in the MXD-NL Zone. Section 7 amends Lewiston City Code § 37-93.2 to subject multifamily residential dwellings to the standards of § 37-124.1 in the Bryden Avenue Special Planning Area A. Section 8 amends Lewiston City Code § 37-82 to add subsection 7 to permit multifamily residential uses no on the ground floor of a building. Section 9 provides an effective date.

Ordinance No. 4936 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. 4936. 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