



Lewiston City Council
AMENDED 4/3/2025
WORK SESSION AGENDA
April 7, 2025 - 3:00 PM
Lewiston Bell Building – Second Floor Conference Room – 215 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. MONTH OF THE MILITARY CHILD PROCLAMATION: - Action Item

B. POLICE DEPARTMENT PROMOTIONAL PINNING: Promoting Officer Matt Anderson to the rank of Corporal - Action Item (Police Chief Kuzik)

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. ADVISORY BOARD AND COMMISSION APPOINTMENTS: - Action Item

1. COMPENSATION REVIEW COMMITTEE: Considering appointing Fred Fickenwirth to a term ending December 31, 2025 pursuant to City Code Section 2-42(a)(4) - Action Item (Mayor Johnson)

B. GEOGRAPHIC INFORMATION SYSTEM (GIS) / CARTEGRAPH UPDATE: Update on the use of the Geographic Information System and Asset Management by City Staff - Action Item (City Engineer Antonich)

C. FISCAL YEAR 2026 BUDGET PROCESS: Discussion on the budget process for Fiscal Year 2026 - Action Item (Councilor Spickelmire)

D. JEWETT PARK LEASE: Review and discussion of the Jewett Park Lease presented by the Northwest Children's Home to the Parks and Recreation Advisory Commission - Action Item

(Mayor Johnson)

- E. **PERIODIC REVIEW OF ADVISORY BOARDS & COMMISSIONS:** Review of the periodic review reports from the City's Advisory Boards and Commissions pursuant to Lewiston City Code Section 2-48 - Action Item (City Clerk Brocke)
- F. **STRATEGIC PLAN PERFORMANCE REPORT:** Update and review of the 2019-2024 Lewiston Strategic Plan for Fiscal Year 2024 - Action Item (Mayor Johnson)
- G. **AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME) LOCAL 1124 COLLECTIVE LABOR AGREEMENT:** Considering entering into negotiations with AFSCME Local 1124 for a collective labor agreement - Action Item (Human Resources Director Province)

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.
- B. **CITY BOARDS AND COMMISSIONS LIAISON UPDATES**
- C. **MAYOR COMMENTS**
- D. **AGENDA TOPICS:** - Action Item

VII. 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.

Proclamation

City of Lewiston, Idaho

WHEREAS, April is the **Month of the Military Child**, an opportunity to recognize military children for their resilient spirits, personal sacrifices, strong character and courage; and

WHEREAS, military children are part of the strength of our nation as they support and encourage their service members with a fierce patriotic spirit; and

WHEREAS, these children are a source of pride for the great State of Idaho and to us all, and it is only fitting that we take time to recognize their contributions; and

WHEREAS, military children continue to make significant contributions to family, community, and their nation as they endure prolonged and repeated absences of one or both parents; and

WHEREAS, a month-long salute will recognize that military children serve too and citizens of Idaho will be afforded the opportunity to don the color purple every Friday of April in support of these children.

NOW THEREFORE, I, Dan Johnson, Mayor of the City of Lewiston, proclaim the month of April 2025 as "**MONTH OF THE MILITARY CHILD**" in the City of Lewiston, Idaho and encourage all citizens to show support for the children of military families by recognizing their sacrifices, resilience, and courage, and to thank the parents who serve to protect our freedoms.

IN WITNESS WHEREOF, I HAVE HEREUNTO
SET MY HAND AND SEAL OF THE CITY OF
LEWISTON, IDAHO, TO BE AFFIXED HERETO
THIS 7th DAY OF APRIL 2025.



DANIEL G. JOHNSON, MAYOR
LEWISTON, IDAHO



PROMOTION ANNOUNCEMENT

Please join us in congratulating
Matt Anderson on his promotion to
corporal.

Date: April 7th, 2025

Time: 3:00 pm



City council meeting

215 D st

2nd floor of the bell building





CITY COUNCIL MEETING AGENDA ITEM SUMMARY

ITEM TITLE GEOGRAPHIC INFORMATION SYSTEM (GIS) / CARTEGRAPH UPDATE	AGENDA NO. V. B. AGENDA DATE: April 7, 2025
ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.) A presentation will be given in addition to the attached documentation to update the Mayor and Council on the use of Global Information System and Asset Management by City Staff. A memo is attached to provide foundational information to the Mayor and Council prior to the presentation. Also attached is the 3-year plan for the continued development of data management within the City. The 3-year plan is not an essential read prior to the presentation. It is being provided as supporting documentation to satisfy the Mayor or Council members' interest.	
BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources) No budget impact is anticipated with this presentation.	
ACTION PROPOSED No action is proposed.	

GIS / CARTEGRAPH UPDATE

Council Work Session

April 7, 2025



WHAT IS GIS?

ASSET MANAGEMENT?

WHAT do THEY do?



The Setting

The City of Lewiston is a leader in GIS and Asset Management implementation and utilization.

With existing GIS / Asset Management infrastructure, the City collects, maintains, evaluates, and analyzes data to provide timely and accurate information for decision making and planning.

159,000 ASSETS

500 AUTOMATIONS

140+ USERS

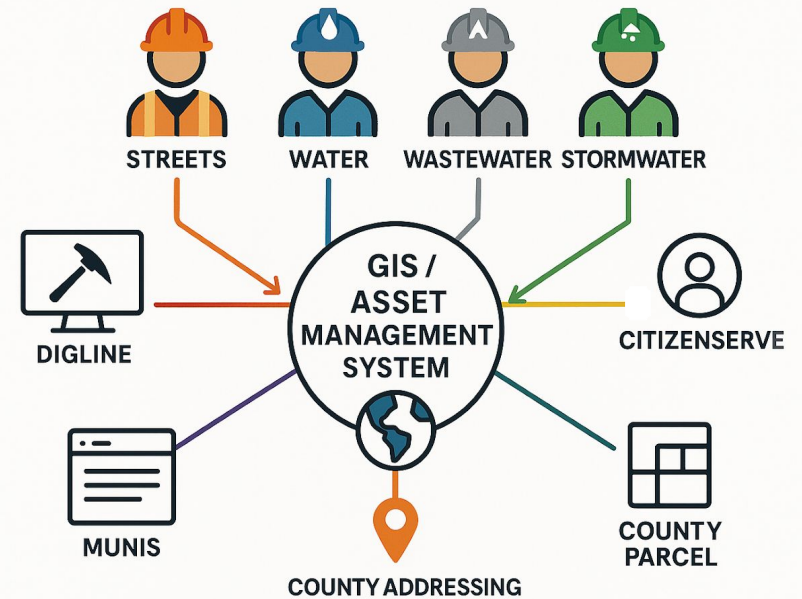


90+ FEATURE CLASSES

9 DEPARTMENTS



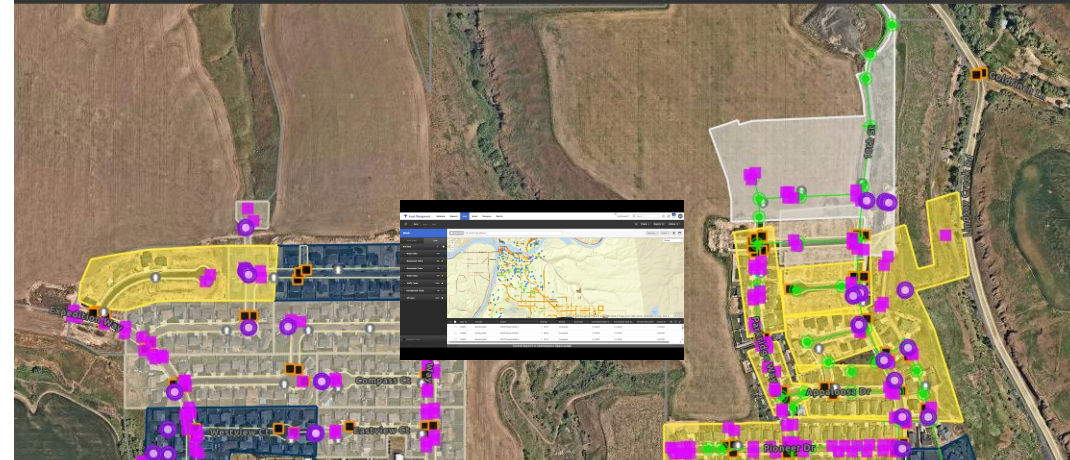
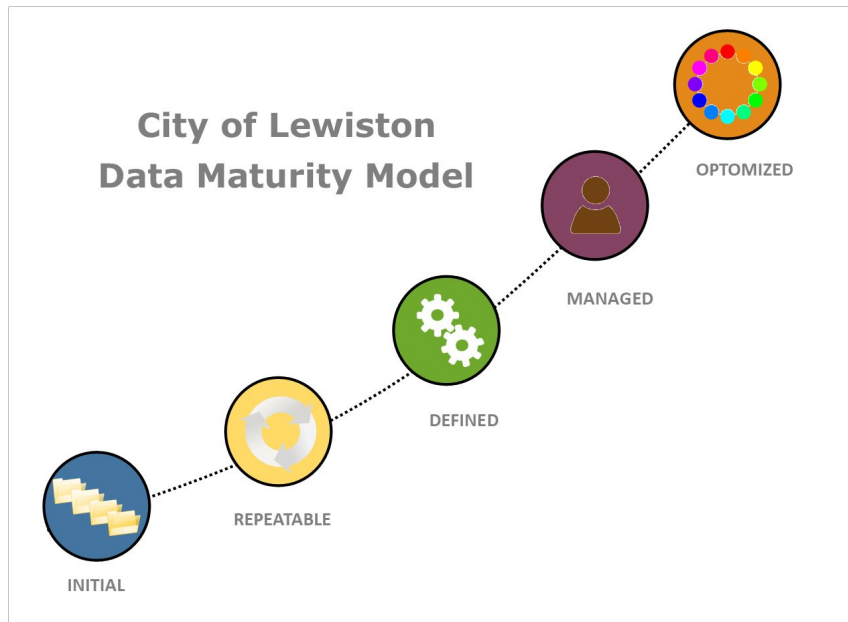
3 UTILITIES + STREETS + TRAFFIC

[illegible]

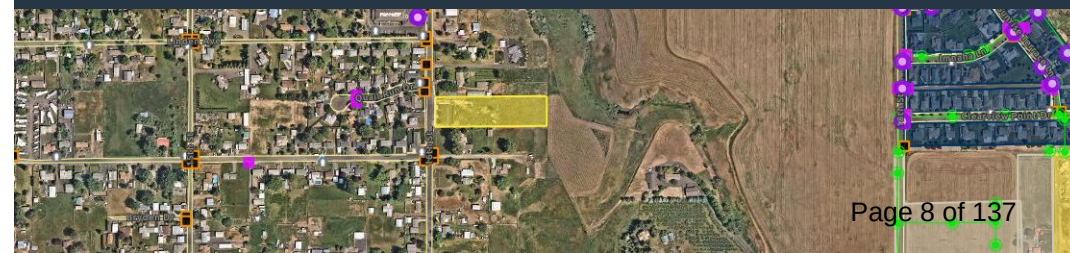


Where We've Been

- 2010 - 2015: Initial Data Collection
- 2015: Establishment of a GIS Supervisor
- 2018: Added Asset Management
- 2023: Added the Stormwater Utility
- 2025: Evolving Asset Management / GIS as a City-Wide Service



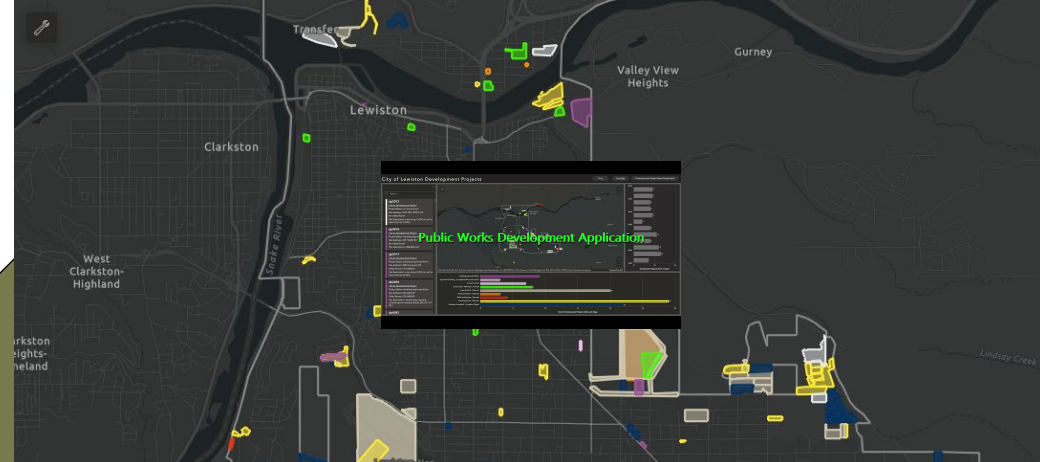
Asset Management



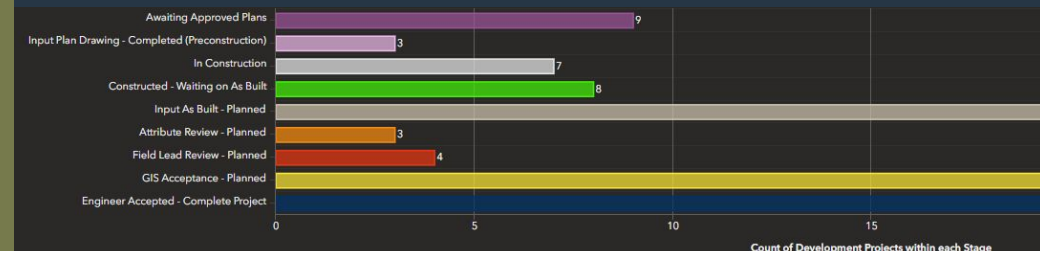
Where We're Going

Continue Maturing in the Following Areas:

- Organization
- Data Quality and Management
- Applications
- Public Engagement and Transparency



Development App



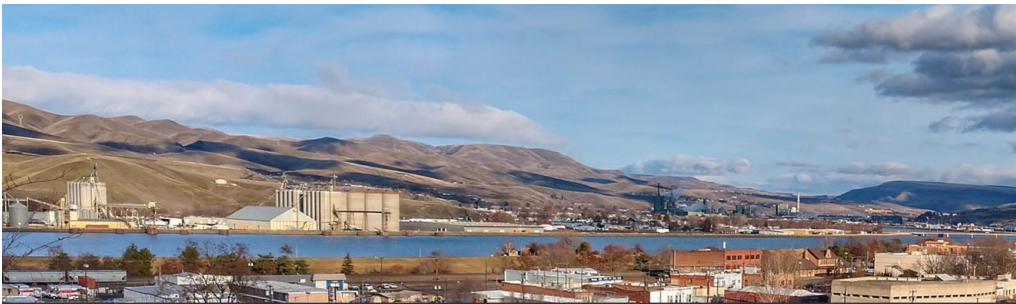
Funding

GIS is funded through the Enterprise Funds, the General Fund, and the MPO.



Time Lapse of Completed Tasks





QUESTIONS?



Time Lapse of Development



Memo

To: Mayor and City Council
From: Luke Antonich, P.E., City Engineer
Copy: Dustin Johnson, P.E., Public Works Director
Date: 3/25/25
Subject: GIS and Cartegraph Update

This Memo is being provided to augment a presentation planned for the April 7 City Council Work Session. The presentation is meant to update the Mayor and Council on some of the exciting work being accomplished within the GIS work group. The information provided within the presentation will be difficult to understand without a foundation provided by the information provided below.

The City of Lewiston is a leader in GIS and Asset Management implementation and utilization. With existing information technology infrastructure and existing GIS / Asset Management infrastructure, the City collects, maintains, evaluates and analyzes data to provide timely and accurate information for decision making and planning.

The GIS work group is a subset of the Engineering Division in the Public Works Department. The GIS work group also performs much of the work associated with Cartegraph - the program Lewiston uses for Asset Management.

GIS (Geographic Information System) is a system that captures, stores, analyzes, manages, and visualizes spatial or geographic data. It integrates hardware, software, and data to enable users to understand patterns, relationships, and trends in geographic contexts. (In short, GIS takes information and puts it on a "map" that allows the user to engage the information they need to accomplish their task. This often reduces the time required to accomplish a task.)

Benefits of GIS:

- Improved Decision-Making
- Enhanced Efficiency & Cost Savings
- Better Data Visualization
- Effective Resource Management
- Enhanced Urban & Infrastructure Planning
- Transportation & Logistics Optimization

Asset Management is the systematic process of developing, operating, maintaining, upgrading, and disposing of assets in the most cost-effective way. It is widely used across industries to maximize the value and lifespan of assets while minimizing costs and risks. This requires an Asset Inventory, Lifecycle Management, Risk Management, Performance Monitoring, Maintenance Strategies, and Financial Planning.

The GIS work group is working with nine of the City's departments to accomplish the tasks outlined above. While it has been Public Works focused, the group is now also providing solutions for the Parks, Facilities, Police (LPD), and Fire (LFD) departments.

The Mayor's vision he presented to City Staff after he was first elected was a vision of Lewiston as an efficient, top performing City - GIS and Asset Management are essential to accomplishing this vision.

Benefits of Asset Management:

- Reduces operational costs
- Increases asset lifespan and efficiency
- Enhances decision-making with data-driven insights
- Improves compliance with regulations
- Reduces risks of unexpected failures

Asset management is essential for municipalities because they rely on physical and financial assets to operate effectively.

Current Uses:

The City of Lewiston maintains 23 geodatabases in an Enterprise System capturing the majority of the infrastructure under its stewardship.

The Mayor and Council have been exposed to a number of maps and exhibits taken directly from the GIS "General Map" - the 'Kitchen Sink Map'. This map contains a large amount of information, organized geographically, which is interacted with by staff every day.

Cartegraph is the program used by the City of Lewiston as an asset management software. This software is used to establish workflows for everything from processing a question from a citizen to recording critical information about a construction project to displaying Wastewater mains based on filtering criteria.

The GIS work group's skills are expanding and include the ability to develop applications which can be used for almost unlimited purposes. A couple of examples:

- LPD recently requested an application that would help them with their operations and documentation.
- A development application was recently created showing all of the current developments within the City and where they stand in relation to making it through to acceptance of public infrastructure.

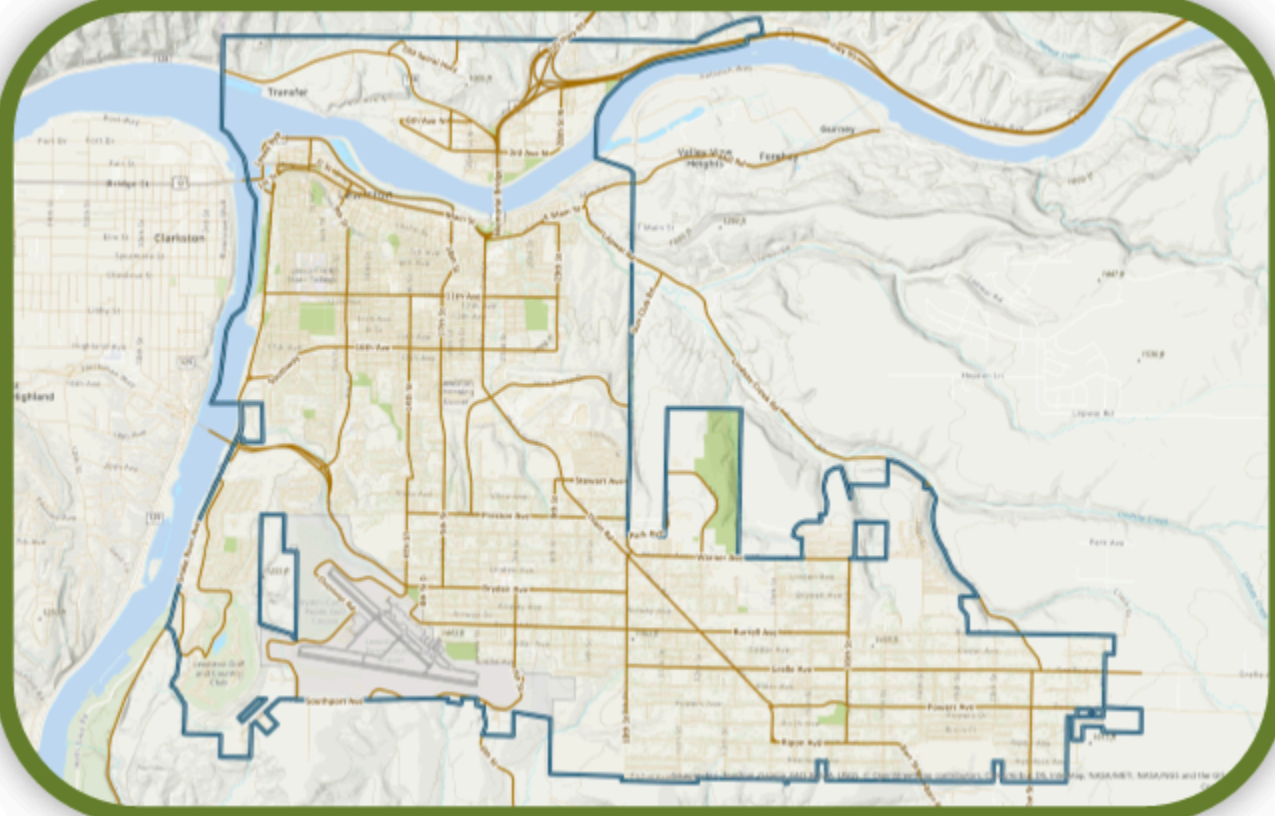
The Plan:

The City of Lewiston must continue leveraging GIS and Asset Management tools to make the most of the benefits provided for managing the information, assets, and infrastructure entrusted to it. The effective management of the City's assets is a sacred trust that must be accomplished to maintain and raise the quality of life for Lewiston's citizens.

Provided as an attachment is the City of Lewiston GIS / Asset Management Three Year Plan 2025-2027. This plan provides the vision the GIS work group is striving to accomplish every day.

Conclusion:

The City of Lewiston is utilizing GIS and Asset Management tools to accomplish critical tasks. Remaining a leader in the implementation and utilization of these tools ensures the effective management of the assets entrusted to it. Leveraging geographic data to our advantage increases the efficiency and efficacy of Engineering, Public Works, and the City as a whole.



City of Lewiston

GIS / Asset Management

Three Year Plan

2025 - 2027

Purpose

This strategic plan has been developed in order to provide a disciplined approach to the management and development of the City of Lewiston (City) Geographic Information System (GIS) / Asset Management (AM) department for the next three years

Background

The City's GIS initiative began in 2003 and has evolved into a robust system that integrates high-accuracy data into workflows with an AM system. Significant milestones include:

- 2015:** Establishment of a GIS Supervisor position to leverage data.
- 2018:** Introduction of an AM Technician role, later transitioning to a Senior GIS Analyst.
- 2025:** Current focus is on advancing the Urban and Regional Information Systems Association (URISA) Data Maturity model to achieve system maturity.

Guiding Principles

City Mission Statement

"Our mission is to build a resilient foundation of evolving services that serve the diverse needs of our community. Through proactive engagement and forward-thinking initiatives, we strive to foster positive and sustainable growth while embracing visionary ideas that benefit all residents."

City Vision Statement

"We are a city of opportunity! We create a world-class quality of life for every member of our community. By actively collaborating with our residents, businesses, and stakeholders, we shape a future filled with fulfillment, inspiration, and opportunity for all."

Public Works Mission Statement

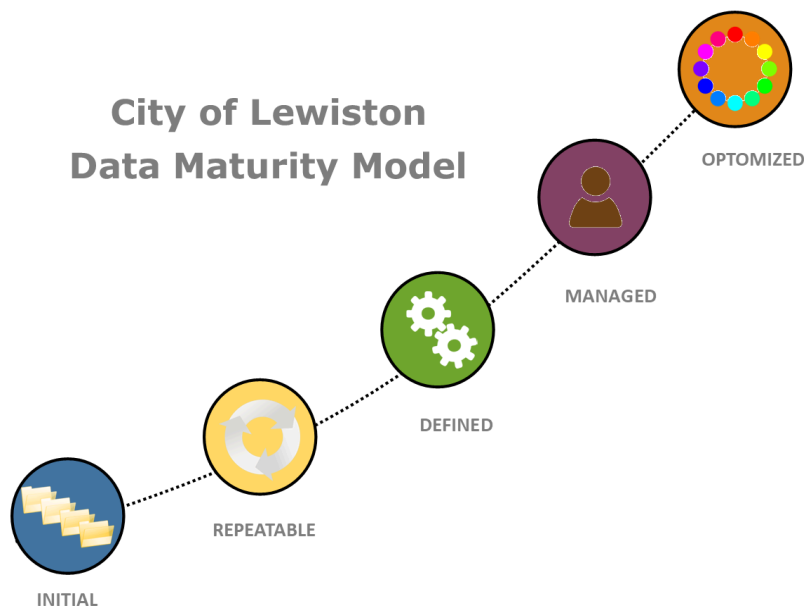
"To provide excellent public service with entrusted resources."

Current Department Assessment

The City has a very robust GIS / AM program. The City's GIS / AM program is achieving data maturity and AM capabilities through URISA's maturity model and International Organization for Standardization (ISO) 55000 principles.

The City is a leader in GIS and AM implementation and utilization. With the existing IT infrastructure and existing GIS / AM infrastructure the City can collect, maintain, evaluate and analyze data to provide timely and accurate information for decision making and planning.

With ongoing education, training and funding GIS / AM is working to meet URISA's [GIS Capability Maturity Model](#) (GISCMM) requirements.



City data contained within GIS / AM systems are at different levels of maturity within the model. The goal is to achieve maturity throughout the systems.

Initial: Processes are ad hoc, chaotic, and reactive. Success relies on individual efforts rather than structured systems.

Repeatable: Basic processes exist and are consistent but lack standardization and formal documentation.

Defined: Processes are standardized, documented, and established across the organization, fostering collaboration and shared practices.

Managed: Processes are monitored and measured to ensure efficiency, consistency, and alignment with organizational goals.

Optimized: Processes are continually refined through innovation, feedback, and advanced techniques, achieving peak performance.

DATA AND SYSTEM MATURITY - GIS

This 3-year GIS / AM strategic plan aligns with the GISCMM by gradually progressing through different stages of maturity, ensuring that the organization develops GIS and Data Management capabilities in a structured and strategic manner. Here's how the plan maps to the key stages of the GISCMM (the maturity model is GIS centric but our efforts include AM and therefore will include AM in the documentation):

1. Governance and Organization:

- Year 1 (Foundation):
 - Aligns with Level 2 (Managed): Establishes a basic governance framework, defining roles, responsibilities, and policies. At this stage, GIS / AM is typically a more ad hoc function, but the organization starts to formalize it.
 - Action: Formalize GIS / AM governance and create initial policies.
- Year 2 (Expansion):
 - Aligns with Level 3 (Defined): The governance structure becomes more formal, with defined interdepartmental roles and responsibilities. The organization ensures collaboration between departments and strengthens GIS / AM training programs.
 - Action: Refine governance structures, integrate GIS / AM into decision-making, and create formal training programs.
- Year 3 (Optimization):
 - Aligns with Level 4 (Quantitatively Managed): GIS / AM governance is optimized and continuously improving. Governance structures and policies are refined based on feedback, and GIS / AM is integrated into organizational strategy and decision-making.
 - Action: Foster a GIS / AM culture across the organization, integrate GIS / AM into strategic planning, and continuously improve governance processes.

2. Data Management and Quality:

- Year 1 (Foundation):
 - Aligns with Level 2 (Managed): Basic data management procedures and data quality assurance (QA) processes are established. The organization starts conducting data audits and sets initial data standards.
 - Action: Conduct a GIS / AM data audit, implement data standards, and set up data quality control processes.
- Year 2 (Expansion):
 - Aligns with Level 3 (Defined): The organization refines its data management practices, implements automated data quality checks, and expands data coverage. Data is standardized across departments.
 - Action: Standardize GIS / AM data formats, implement a data quality control framework, and expand GIS data collection.
- Year 3 (Optimization):
 - Aligns with Level 4 (Quantitatively Managed): Data management is centralized and optimized. Advanced analytics tools are introduced, and data quality is continuously monitored.
 - Action: Centralize GIS / AM data management, implement advanced analytics tools, and maintain high data quality standards.

3. Technology Infrastructures (includes 4. Applications and Use Cases):

- Year 1 (Foundation):
 - Aligns with Level 2 (Managed): The organization evaluates and establishes the foundational GIS / AM infrastructure (software, hardware, cloud solutions) and deploys basic GIS / AM tools for internal use.
 - Action: Assess current infrastructure, deploy basic GIS / AM tools, and ensure accessibility for internal users.
- Year 2 (Expansion):
 - Aligns with Level 3 (Defined): The GIS / AM infrastructure is upgraded to support advanced applications. GIS / AM is integrated with other systems, and the organization ensures scalability and performance.
 - Action: Upgrade technology infrastructure, integrate GIS / AM with other systems, and ensure cloud-based scalability.
- Year 3 (Optimization):
 - Aligns with Level 4 (Quantitatively Managed): GIS / AM technology is fully integrated into the organization, using advanced solutions such as AI-driven analysis and machine learning. The infrastructure is optimized for large-scale, real-time operations.
 - Action: Transition to enterprise GIS / AM solutions, implement AI-driven analysis, and optimize performance and scalability.

4. Public Engagement and Transparency:

- Year 1 (Foundation):
 - Aligns with Level 2 (Managed): The organization launches a basic public-facing GIS tool (e.g., interactive maps, basic data portal) and starts making key datasets available for public access.
 - Action: Launch a public-facing GIS / AM portal, ensuring essential datasets are available to the public.
- Year 2 (Expansion):
 - Aligns with Level 3 (Defined): Public engagement initiatives expand, with real-time data and community-driven projects. The organization focuses on increasing the visibility and usability of GIS / AM tools for the public.
 - Action: Enhance the public data portal with additional features, real-time data, and interactive tools. Launch community-driven GIS / AM projects.
- Year 3 (Optimization):
 - Aligns with Level 4 (Quantitatively Managed): Public engagement is integrated into decision-making processes. The organization continues to improve transparency and foster community trust through public GIS / AM tools.
 - Action: Launch new community-driven GIS / AM projects, increase public engagement, and publish reports on the impact of GIS / AM on public well-being.

This approach ensures that the GIS / AM program matures over time, with each year focusing on progressively enhancing governance, data management, technology infrastructure, and public engagement.

DATA AND SYSTEM MATURITY - ASSET MANAGEMENT

Listed are the key elements that define a mature AM system based on International Infrastructure Management Manual (IIMM) and ISO 55000 principles:

1. Strategic Asset Management Planning (SAMP)

- A clear, documented Strategic Asset Management Plan aligned with organizational goals.
- Includes long-term objectives, lifecycle strategies, and performance benchmarks.

2. Data-Driven Decision Making

- Reliable, accurate, and comprehensive asset data informs decisions.
- Data includes lifecycle costs, condition assessments, and performance metrics.

3. Risk Management

- Risks associated with assets are identified, assessed, and mitigated.
- Incorporates climate change, operational disruptions, and financial risks.

4. Integrated Systems and Processes

- Seamless integration between GIS, Computerized Maintenance Management System, and financial systems.
- Unified workflows for maintenance, reporting, and performance tracking.

5. Stakeholder Engagement

- Collaboration with stakeholders to align asset priorities with community needs.
- Transparency through public reporting and accessible data platforms.

6. Lifecycle Costing

- Comprehensive understanding and application of Total Cost of Ownership.
- Proactive planning for maintenance, renewal, and replacement activities.

7. Performance Monitoring and Key Performance Indicators (KPI)

- Defined KPIs to measure service delivery, asset condition, and efficiency.
- Regular monitoring and reporting to track progress and adjust strategies.

8. Continuous Improvement

- Regular audits, reviews, and updates to asset management practices.
- Adoption of new technologies, standards, and best practices.

9. Regulatory Compliance and Sustainability

- Alignment with legal, environmental, and safety standards.
- Focus on sustainable practices, including energy efficiency and waste reduction.

10. Resilience and Adaptability

- Assets are managed for long-term resilience against disruptions.
- Adaptive planning for emerging technologies and shifting organizational needs.

Goals and objectives will align with asset management maturity goals outlined by the IIMM and ISO 55000 as well as those outlined by the URISA GISCOM.

Goal 1 Governance and Organization <i>Established policies and procedures</i>	• Dedicated data management team overseeing data governance and standards • Develop and manage policies • Prioritize initiatives • Foster Interdepartmental collaboration
---	--

Goal 1 - Year 1	
Objective	Plan
Finalize 3 year Data Management strategic plan	• Present rough draft of plan • Edit based on feedback
Establish governance framework	• Define roles and responsibilities • Create decision-making processes and reporting structure
Establish framework for data governance	• Develop and publish at least 90% of required policies (data standards, metadata and project prioritization framework) • Create policies for data access, security, and sharing

Goal 1 - Year 2	
Objective	Plan
Refine governance framework	• Review feedback from year 1 and refine roles, responsibilities, and reporting structures • Ensure the governance framework includes procedures for ongoing oversight and strategic alignment
Develop training programs	• Create and implement a training program for staff on data tools, governance policies, and data management practices
Ensure policies are in place and being actively followed	• Achieve 90% compliance with established GIS / Asset Management governance policies

Goal 1 - Year 3	
Objective	Plan
Optimize governance structure	• Review year 2 governance processes and make improvements of efficiency • Establish continuous improvement practices for data governance
Integrate data decision-making across the organization	• Ensure data management is integrated into the strategic planning process for organizational initiatives
Build leadership support by showcasing the value of data governance	• Publish an annual data governance report showing key metrics like project success rates, compliance, and ROI with at least 3 case studies demonstrating impact

Goal 2 Data Quality and Management <i>Data quality and standardization processes are implemented</i>	• Centralized data, consistent data standards, and metadata management • Historical data archived • Manage data lifecycle • Standardize processes (SOPs) • Quality assurance defined for all assets
---	---

Goal 2 - Year 1	
Objective	Plan
Conduct a data audit	• Assess the current state of data (quality, formats, accessibility) • Identify gaps in data, standards, and coverage • Create baseline for improvements
Develop initial data standards	• Establish data formats, metadata standards, and naming conventions • Implement initial data quality control (QC) processes, including validation rules
Develop strategy to assign risk to all critical assets	• Define consequence of failure and likelihood of failure criteria

Goal 2 - Year 2	
Objective	Plan
Standardize data formats and metadata	• Implement standardized formats for data across all departments • Develop metadata standards to ensure consistent data documentation • Achieve 100% metadata coverage for all GIS datasets, including documentation for ownership, data sources, and update frequency
Implement data quality control framework	• Automate data quality checks (missing values, duplication) • Introduce a data validation tool for staff to check data quality before submission
Expand lifecycle data management capabilities	• 80% of assets include lifecycle information (installation date, expected life) • 95% of asset data updated within 30 days of field collection
Review data for analysis potential	• For example prioritization of maintenance based on asset condition, location, and criticality • Identify location based risk

Goal 2 - Year 3	
Objective	Plan
Create a consistent, measurable standard for evaluating and maintaining data quality	Establish and maintain data quality benchmarks (e.g., accuracy, completeness, and timeliness) for 100% of core datasets, with 90% of datasets meeting or exceeding benchmarks (defined through collaboration)
Ensure datasets remain accurate, relevant, and well-maintained over time.	Implement lifecycle management processes for 80% of datasets, including regular updates, archiving outdated data, and documenting changes
Leverage GIS data as a core component of city-wide operations and decision-making	Integrate 50% of GIS datasets with other city systems (e.g., financial systems, permitting platforms) to enhance cross-departmental workflows.
Demonstrate the value of data quality initiatives and maintain organizational support	Publish an annual report on data quality improvements, including key metrics (e.g., error reductions, compliance rates) and case studies, with distribution to all departments and leadership
Build long-term capacity and expertise within the organization to sustain high-quality data practices	Ensure 50% of GIS team members complete advanced training or certification in data quality and management.
Enhance GIS tools for resilience planning and disaster response	Develop GIS-based contingency plans for 3 key risk scenarios (equipment failure, flooding)

Goal 3 Technology and Infrastructure <i>Technology is fully integrated enabling seamless workflows and real-time access</i>	• Utilization of modern platforms • Real-time data for field operations • Technology fully integrated across the organization, enabling seamless workflows and real-time access
---	---

Goal 3 - Year 1	
Objective	Plan
Assess current technology infrastructure	• Evaluate existing software, hardware, and cloud solutions • Identify any gaps in tools, scalability, and integration
Deploy basic tools	• Implement web-based tools for internal use • Set up basic analysis tools to support departmental workflows
Start breaking down silos and creating interconnected systems	• Integrate GIS / AM with at least one existing organizational system (e.g., permitting, asset management) to demonstrate early value and improve workflows

Goal 3 - Year 2	
Objective	Plan
Upgrade infrastructure	• Invest in more advanced software and ensure scalability
Improve accessibility and usability of GIS tools for all stakeholders	• Deploy at least one user-friendly GIS interface or portal, achieving a 90% satisfaction rate among surveyed end-users.
Build in-house expertise to support and sustain technological advancements.	• Provide advanced training for 50% of GIS staff on new technologies and systems implemented in Year 2.

Goal 3 - Year 3	
Objective	Plan
Fully modernize GIS infrastructure for improved performance, reliability, and scalability	• Migrate 100% of GIS datasets, tools, and services to the centralized or cloud-based platform, ensuring all legacy systems are decommissioned
Leverage GIS for advanced insights that drive policy and operational improvements	• Deploy at least three advanced GIS-powered analytics dashboards (e.g., predictive models, real-time monitoring) to support decision-making in priority areas.
Ensure GIS / AM systems operate efficiently and reliably under all conditions	• Achieve 99.9% uptime for GIS / AM systems
Future-proof GIS / AM systems to handle continued growth and increased organizational demand	• Expand GIS / AM infrastructure to accommodate a 30% increase in users and data volume compared to Year 2.

Goal 4 <i>Applications and Use Cases</i> <i>Applications are diverse, widely used and integrated into daily workflows</i>	• Applications for utility management • Public-facing tools for transparency and citizen engagement • Address business needs across all departments • Applications integrated into daily workflow
---	--

Goal 4 - Year 1	
Objective	Plan
Identify gaps and prioritize use cases for GIS applications based on organizational needs	• Conduct a comprehensive inventory of existing GIS applications and complete a needs assessment with key departments by the end of Q4
Deliver immediate value and improve operational efficiency in targeted areas	• Implement at least two high-priority GIS applications by the end of Year 1
Demonstrate the potential of GIS / AM to support collaboration and improve workflows.	• Pilot at least one cross-departmental GIS / AM use case (e.g., integrating GIS for emergency response or capital improvement planning) and document outcomes.
Ensure new applications are effectively used and integrated into daily workflows	• Ensure new applications are effectively used and integrated into daily workflows
Enhance transparency and engagement with the community through GIS.	• Develop and launch one public-facing GIS tool (e.g., interactive map for service requests or community resources) with a minimum of 500 unique users by the end of Year 1

Goal 4 - Year 2	
Objective	Plan
Broaden the scope of GIS applications to address diverse operational and strategic requirements	• Deploy three additional GIS applications tailored to high-priority organizational needs (e.g., environmental monitoring, zoning, or traffic analysis) by the end of Year 2
Strengthen collaboration and integration of GIS across departments	• Develop and implement at least two additional interdepartmental GIS use cases (e.g., shared workflows for public safety and public works), with documented improvements in efficiency or collaboration
Improve transparency and community engagement through innovative GIS applications	• Launch two new public-facing GIS tools or enhancements (e.g., citizen reporting dashboards, interactive planning maps), achieving a 20% increase in public usage compared to Year 1
Ensure users have the skills to fully utilize data management tools and applications	• Provide training for 80% of end-users on new GIS applications, with 85% of trained users demonstrating proficiency through post-training assessments

Goal 4 - Year 3	
Objective	Plan
Expand the breadth and depth of GIS use across the organization, addressing a wide range of needs	Deploy at least five additional GIS applications across different departments (e.g., emergency response, urban planning, utilities management), achieving full integration into departmental operations
Ensure that data management is embedded in daily operations and used by all relevant departments for decision-making	Achieve 100% integration of GIS applications into key workflows across all departments, with 80% of departments reporting a measurable improvement in operational efficiency
Strengthen public trust and participation through transparent, interactive data management solutions	Launch at least three new public-facing tools or platforms (e.g., public data portals, real-time maps, citizen engagement tools), with a 30% increase in public usage and engagement compared to Year 2.
Leverage data management to provide data-driven insights that enhance decision-making and future planning	Implement at least two advanced data management-based analytics or predictive modeling tools (e.g., traffic flow prediction, disaster response optimization) with 75% adoption by relevant departments.
Build deep data management expertise within the organization to maximize the impact of data management activities	Ensure 90% of users complete advanced training or certification on data management tools, with 85% of users reporting improved productivity and decision-making as a result
Demonstrate the strategic value of data management in shaping key decisions across the organization	Document at least five instances where data management activities directly influenced major organizational decisions (e.g., resource allocation, urban planning strategies, or capital improvement plans).

Goal 5 Public Engagement and Transparency <i>Develop and implement a comprehensive system for measuring and reporting performance and impact of GIS data initiative</i>	• Develop HUB • Document and publish new datasets each year to the HUB • Increase public map interactions by 30% within 12 months • Use 75% of feedback from public utilizing GIS tools to inform policy and project decisions by 2027
---	---

Goal 5 - Year 1	
Objective	Plan
Launch public-facing tools	• Develop a HUB
Develop public-facing data access guidelines	• Create policies for sharing data with public, ensuring transparency and compliance
Raise awareness of the new GIS tools and encourage public participation and engagement	• Conduct at least two public outreach campaigns (e.g., social media posts, public meetings, newsletters) to promote the use of GIS tools and the availability of public data.
Track and measure the effectiveness of GIS tools in engaging the public and identify opportunities for improvement	• Monitor and report on the usage of public-facing GIS tools, aiming for at least 50% of the public tools to have consistent usage (e.g., weekly/monthly active users)

Goal 5 - Year 2	
Objective	Plan
Enhance public data portal	• Add more datasets and make them available in interactive formats (real-time data, predictive models) • Implement features like filtering, searching, and downloading data
Launch community-driven projects	• Create initiatives where the public can contribute data • Engage the community through social media and public outreach
Increase the variety and functionality of GIS tools available to the public, expanding engagement opportunities	• Develop and deploy at least three new public-facing GIS tools or features (e.g., interactive maps for real-time data, public participation platforms, or detailed community dashboards)
Expand outreach efforts to educate the public about the value and usage of GIS tools, fostering a deeper connection with the community.	• Conduct at least two public education and awareness campaigns (e.g., webinars, workshops, social media promotions) to raise awareness of GIS tools, data accessibility, and how the public can engage with GIS platforms

Goal 5 - Year 3	
Objective	Plan
Enhance public data portal	• Add more datasets and make them available in interactive formats (real-time data, predictive models) • Implement features like filtering, searching, and downloading data
Launch community-driven projects	• Create initiatives where the public can contribute data (crowdsourced) • Engage the community through social media and public outreach
Continuously improve data tools and initiatives based on public input, demonstrating that the community's voice is being heard and incorporated into future planning	• Develop and implement an advanced public feedback system, collecting insights from at least 1,000 users annually, and achieving a 90% response rate on how data tools have improved transparency and public decision-making
Strengthen collaboration with local entities and community organizations, fostering regional GIS solutions and initiatives that benefit the broader community	• Formalize partnerships with at least five local organizations, government agencies, or academic institutions to co-develop GIS tools or projects, with at least two regional GIS initiatives launched that involve multiple stakeholders
Measure the overall impact of GIS tools on public trust, transparency, and engagement, ensuring that the public views these tools as valuable and integral to the decision-making process	• Conduct a final year-end survey with at least 1,000 responses, achieving an 85% satisfaction rate from users, and 75% of respondents indicating that GIS tools have positively impacted their perception of transparency and trust in the organization

[Year 2025 Accomplishment Plan Document](#)

Last update 03/25/2025



CITY COUNCIL MEETING AGENDA ITEM SUMMARY

ITEM TITLE JEWETT PARK LEASE	AGENDA NO. V. D. AGENDA DATE: April 7, 2025
ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.) Jewett Park is located on the campus of Northwest Children's Home at 419 22nd Avenue. The City of Lewiston has leased Jewett Park since 1971. The original lease agreement was for 20 years, with an option to extend for an additional 20 years. The City exercised this option and the lease was extended to October 31, 2011. The original lease has not been updated since that time. Over the years, the City made capital improvements to the property and paid the utilities, up to \$4,000 to \$5,000 annually. The City continues to maintain Jewett Park and pay the utility fees today without a lease agreement. A new lease agreement developed by the Northwest Children's Home and the City was recently drafted which included the City making capital improvements each year to Jewett Park and continuing to pay for the utilities. However, that agreement was never finalized. The Northwest Children's Home Board of Directors has prepared a second new lease agreement which includes an annual lease payment of \$10,000, not including utilities. The City of Lewiston Parks and Recreation Commission reviewed the Northwest Children's Home's second new lease agreement at their March 19, 2025, meeting. The Commission recommended that the Lewiston City Council not agree to the terms in the new lease agreement, specifically the \$10,000 annual payment.	
BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources) \$10,000 annually, plus utility payments, as well as maintenance costs including staff time, equipment, and materials.	
ACTION PROPOSED Review and consideration of Parks and Recreation Commission's recommendation and directions on a future park lease.	

PARK LEASE

THIS PARK LEASE ("Lease") is made and entered into effective the _____ day of _____ 2025 ("Effective Date"), by and between NORTHWEST CHILDREN'S HOME, INC., an Idaho non-profit corporation (formerly known as the Children's Home Finding and Aid Society of North Idaho, Inc.), "Lessor," and CITY OF LEWISTON, an Idaho municipal corporation, "Lessee." Lessor and Lessee may be referred to collectively herein as "parties" and individually as a "party."

Recitals:

1. Lessor is the owner of real property located in Lewiston, Idaho, more particularly described as follows (the "Premises"):

That part of the North Half of the Northeast Quarter of Section 12, Township 35 North, Range 6 West B.M., described as follows:

Commencing at a concrete monument being the section corner common to Sections 1, 6, 7 and 12, Township 35 North, Range 6 W.B.M., thence South 88°49'45" West along the section line a distance of 720.09 feet, more or less, to a concrete monument; thence South 0°16' East a distance of 209.41 feet to the South line of a private roadway, which is the true point of beginning; thence South 89°44' West a distance of 350.00 feet to a point; thence South 0°16' East a distance of 279.23 feet to a point; thence North 89°44' East a distance of 350.00 feet to a concrete monument, thence North 0°16' West a distance of 279.23 feet to the true point of beginning.

Provided, however, that the Premises shall not include any part of the private drive that provides access from 22nd Avenue to Lessor's adjoining real property with the common address of 419 22nd Avenue, Lewiston, Idaho. Further, the Premises shall include only that property currently known as Jewett Park and shall not include any part of Lessor's residential treatment facility and surrounding curtilage.

2. On November 4, 1971, Lessor and Lessee entered into a Lease for the Premises ("Original Lease"). The term of the Original Lease was twenty years and granted Lessee an option to extend the Original Lease for an additional twenty years. Lessee exercised the option to extend, however, the Original Lease, as extended, expired on October 31, 2011.

3. Pursuant to the Original Lease, Lessee used the Premises as a municipal park. Lessee, with Lessor's permission, has continued to use the Premises as a municipal park despite the expiration of the Original Lease. Lessee desires to continue to use the Premises as a municipal park.

Lessor and Lessee are entering into this Lease to formalize their understanding and

agreement with respect to Lessee's lease of the Premises for use as a municipal park.

In consideration of the mutual covenants contained herein, and the recitals set forth above, which are incorporated into this Lease, the parties covenant and agree as follows:

Agreement:

A. **Premises.** Lessor, for and in consideration of the covenants, conditions, agreements, and stipulations of this Lease, leases the Premises to Lessee upon the terms and conditions contained herein.

B. **Term.** This Lease shall become effective on the Effective Date and continue for a term of 1 year and shall automatically extend and renew for successive 1 year terms unless sooner terminated as provided herein, or unless at least 90 days prior to the expiration of any 1 year term, either party provides the other party written notice that it has opted not to renew this Lease.

C. **Termination.** The parties may terminate this Lease at any time by mutual written agreement.

D. **Rental.** In consideration of Lessor entering into this Lease, Lessee shall pay Lessor annual rent, in advance, beginning on the Effective Date and continuing on each anniversary thereafter, in the amount of \$ 10,000.00 per year. Provided, however, that Lessee will be reimbursed for the cost of any improvements Lessee makes to the Premises that are pre-approved by Lessor in writing. Rent shall be prorated at a daily rate in the event this Lease is terminated prior to the end of the prepaid lease year.

E. **Possession.** Lessee is currently in possession of the Premises and shall retain possession of the Premises from the Effective Date through the initial term and any extensions thereof until this Lease is terminated. Upon termination of this Lease, Lessee shall surrender possession of the Premises to Lessor in the same condition as the Premises currently exists, ordinary wear and tear excepted, but together with any improvements made to the Premises by Lessee pursuant to this Lease.

F. **Use of Premises.** Lessee shall use the Premises for the purpose of operating a municipal park for the benefit of the general public and uses reasonably related thereto and for no other purposes without Lessor's prior written consent, which consent may be granted, denied, or conditioned in Lessor's sole and absolute discretion. Lessee shall name and designate the Premises as "Jewett Park."

G. **Compliance With Laws.** Lessee will, in its use of the Premises, comply with all laws, rules, ordinances and regulations of any municipality, county, state or federal government in force at any time and applicable to the Premises or Lessee's use thereof. Lessee shall comply with all rules and restrictions applicable to the Premises or Lessee's use thereof, including any restrictive covenants or title restrictions affecting and enforceable against the Premises, now or hereafter existing. Lessee shall not use or permit the Premises to be used for: (1) any unlawful or illegal purpose or purposes, nuisance, or disruptive activities; (2) any purposes that result in

unsightliness; or (3) any purpose that would result in waste of the Premises. Lessee will not permit any fire hazard to exist upon the Premises, or any part thereof. Lessee, at its sole cost and expense, shall be responsible for obtaining all legally required permits, licenses, or other authorizations required and/or necessary to perform Lessee's obligations and exercise Lessee's rights hereunder.

H. **Park Rules and Regulations.** The parties acknowledge and agree that this Lease does not constitute a legal dedication of the Premises to public use, but that so long as this Lease is in effect the Premises shall remain private property, but will be used as a municipal park subject to the terms of this Lease. As a result, the Premises will be subject to Lessee's ordinances, rules, and regulations applicable to municipal parks. Lessee shall not permit any camping on the Premises. Notwithstanding the foregoing, Lessee agrees that it shall not issue any permits for, or otherwise allow, the sale, service, or consumption of alcohol, beer, or wine on the Premises. Nor shall Lessee issue any private event permits for the Premises.

I. **Condition.** Given that Lessee has had possession of the Premises since at least 1971, Lessor makes no warranties or representations concerning the condition of the Premises, the improvements thereon, or the suitability of the Premises and improvements for Lessee's use. Lessee has had the opportunity to inspect the Premises and is leasing the Premises and all improvements thereon "as is."

J. **Improvements and Fixtures.** Lessee shall not make any additions, changes, alterations or improvements to the Premises without the prior written consent of Lessor, which consent may be given, denied, or conditioned in Lessor's sole and absolute discretion. Any allowed additions, changes, alterations or improvements to the Premises shall be made at Lessee's sole cost and expense. Upon termination of this Lease, all improvements now existing on or hereafter made to the Premises shall become the sole property of Lessor.

K. **Maintenance and Repairs.** Lessee, solely at its expense, shall maintain the Premises and all improvements, fixtures, utilities, lighting, landscaping, and walkways thereon in good, clean, and operating condition and repair and free of any hazardous condition. Lessee shall perform grounds maintenance, such as lawn care, mowing, pruning, keeping trees gleaned up to ten feet, fertilizing, weed control, leaf and tree needle cleanup, trash removal, and general clean up, on a regular basis to ensure high safety and aesthetic standards for the Premises. Lessee shall be responsible for repairing any and all damage to the Premises and improvements thereon, excepting damage caused by Lessor's negligence or willful misconduct. Lessee shall also be responsible for repairing any damage to Lessor's property that is adjacent to the Premises that may be caused by Lessee's use and operation of the Premises or from any trees or landscaping on the Premises.

L. **Lessor's Utility Lines.** The parties acknowledge that water and utility lines that service property owned by Lessor that is adjacent to the Premises are or may be located in the subsurface of the Premises and will remain on the Premises and may be used by Lessor during the term of this Lease and any extensions hereof. In the event of damage to or destruction of any such line, Lessor reserves the right to cause the line(s) to be replaced or repaired. Lessor shall be responsible for the cost of replacing or repairing the line(s) and repairing any resulting damage to the Premises, unless the damage to or destruction of the line(s) was caused by Lessee, in which case Lessee shall be responsible for the costs of replacing or repairing the line(s) and repairing any

resulting damage to the Premises.

M. **Liens.** Lessee shall have no right or authority to create or permit there to be established any contractor's, mechanic's, materialmen's or other lien or encumbrance of any nature against the Premises for work performed on, or materials furnished to, the Premises. Prior to ordering any labor or materials for the Premises, Lessee shall provide advance written notice to all contractors, subcontractors, suppliers, materialmen, and laborers who will perform work on, or supply material to, the Premises on behalf of Lessee that they shall not have the right to file a contractor's, mechanic's, materialmen's, or other lien against the Premises. Lessee agrees to indemnify and hold Lessor harmless from any and all liabilities of every kind and description which may arise out of or be connected in any way with work performed on, or materials furnished to, the Premises on Lessee's behalf. Nothing contained in this paragraph shall be construed to authorize Lessee to make improvements, alterations, repairs, or modifications to the Premises without Lessor's prior written consent.

N. **Hazardous Substances.** Lessee shall not cause or permit any Hazardous Substances to be brought upon or kept or used on or about the Premises except in accordance with applicable law. Any Hazardous Substances permitted on the Premises as provided herein and all containers therefore shall be used, kept, stored and disposed of in a manner that complies with all federal, state and local laws or regulations applicable to such Hazardous Substances. As used herein, the term "Hazardous Substances" means any and all pollutants, contaminants, hazardous substances or hazardous wastes as defined in or pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or the Resource Conservation and Recovery Act of 1976, as amended, or regulations promulgated pursuant thereto, and any other federal, state, or local law relating to Hazardous Substances. Lessee hereby agrees that it shall be fully responsible for all costs and expenses relating to the use, storage and disposal of Hazardous Substances on the Premises. Lessee shall give notice to Lessor of any citation or notice received by Lessee from any federal, state or local authority alleging the violation of any law or regulation pertaining to the use of the Premises. Lessee shall comply with all applicable environmental protection laws, rules or requirements, and shall promptly cure all violations. Lessee agrees to indemnify, defend and hold Lessor harmless from and against any and all claims, demands, damages, losses, liens, liabilities, penalties, fines, lawsuits and other proceedings and costs and expenses (including attorney fees and other costs and expenses), arising directly or indirectly from or out of, or in any way connected with, any of Lessee's activities on the Premises that may result in the Premises or any other property becoming contaminated with Hazardous Substances, the discovery of Hazardous Substances in reportable quantities on the Premises attributable to use by Lessee, the remediation or removal of Hazardous Substances from the Premises attributable to Lessee's use and occupancy of the Premises, and the discovery of Hazardous Substances or the remediation or removal of Hazardous Substances from adjacent or other property which have become contaminated as a result of any activity attributable to use of the Premises by Lessee. Lessee acknowledges that it will be solely responsible for all costs and expenses relating to the remediation and removal of Hazardous Substances from the Premises, or from any other properties, caused by Lessee's occupancy of the Premises. This indemnity shall continue notwithstanding the termination or expiration of this Lease.

O. **Right of Lessor to Perform.** All covenants and agreements to be performed by Lessee under any of the terms of this Lease shall be performed by Lessee at Lessee's sole cost and

expense. If Lessee shall fail to pay any sum of money, other than rent, required to be paid by it hereunder or shall fail to perform any other act on its part to be performed hereunder, Lessor may, but shall not be obligated to, and without waiving or releasing Lessee from any obligations hereunder, make any payment or perform any other act on Lessee's part to be made or performed hereunder. Lessee shall, promptly and upon demand by Lessor, reimburse Lessor for all sums paid by Lessor in exercising Lessor's rights under this paragraph and all necessary incidental costs and fees, together with interest thereon at the legal rate, and Lessor shall have the same rights and remedies in the event of the failure by Lessee to pay these amounts as Lessor would have in the event of a default by Lessee in the payment of rent.

P. **Insurance and Related Matters.**

1. ***Fire and Extended Coverage Insurance.*** Lessee shall maintain throughout the term of this Lease, any extended term, and any period Lessee has possession of the Premises fire and extended coverage insurance on the Premises in an amount equal to its full insurable value. Such insurance shall be carried for the mutual benefit of Lessor and Lessee.

2. ***Liability Insurance.*** Lessee covenants and agrees to procure and keep in full force and effect during the term of this Lease, any extended term, and any period Lessee has possession of the Premises, insurance for protection against liability arising incident to the use of, or resulting from any accident or incident occurring on or about, the Premises during the term of this Lease, any renewed term, and any period of Lessee's possession of the Premises. The limit of liability in said policy or policies shall be for an amount not less than \$2,000,000.00 for injury to or death of any one person, and \$3,000,000.00 for injury to or death of any number of persons in one occurrence, and property damage liability in the amount of at least \$2,000,000.00. Such policy or policies of liability insurance shall cover liability of Lessor as well as the liability of Lessee. Lessee's obligations to Lessor under this Lease shall not be limited to the amount of any insurance coverage.

3. ***Personal Property Insurance.*** Lessee shall, at Lessee's own expense, obtain and keep in force throughout the term of this Lease, any extended term, and any period Lessee has possession of the Premises, casualty insurance insuring Lessee's personal property that may be located on the Premises against casualty loss.

4. ***Worker's Compensation.*** Lessee shall procure worker's compensation insurance as may be required by applicable law providing statutory benefits for all persons employed by Lessee in connection with the Premises.

5. ***Additional Provisions.*** All insurance that Lessee is required to procure hereunder shall be underwritten by insurance companies that are licensed or authorized to do business in, and are in good standing with, the State of Idaho and are reasonably acceptable to Lessor. All policies of insurance shall name Lessor as an additional insured and contain a provision that no cancellation or modification thereof shall be effective without the insurer first giving thirty days' written notice to Lessor. Lessee shall deposit with Lessor certificates of such insurance on or before the Effective Date. At least twenty days prior to the date of expiration of any of the insurance policies required above, Lessee shall deliver to Lessor a certificate of renewal of such policy showing Lessee's payment of the premium therefore. The valid and collectible insurance of

Lessee shall be primary over any contingent or duplicative insurance carried by Lessor. Lessor may, from time to time, require that the policy limits of any or all insurance required hereunder be increased to reflect the effects of inflation and changes in normal commercial insurance practices.

6. ***Waiver of Subrogation.*** Each of the parties forfeits and waives any right of action that may be acquired against the other party for loss or damage to persons, the Premises or to property in which either may have an interest to the extent that such loss is covered by the forfeiting/waiving party's insurance, notwithstanding that such loss may be caused by fire or other casualty due to the fault or negligence of either party; provided, however, that this forfeiture and waiver shall be in force and effect only with respect to loss or damage occurring during such time as the policy of insurance contains a clause to the effect that such forfeiture and waiver shall not affect the policy or the right of the insured to recover thereunder. Each party agrees that their respective insurance policies will include such a clause as long as the same can be included without extra costs. The foregoing notwithstanding, in the event property of one party is damaged or destroyed by the negligent act or negligent failure to act of the other party, the party at fault shall be liable to the damaged party for the "deductible" or retainage amount applicable to the insurance policy of the damaged party.

7. ***Indemnification.*** Lessor shall not be liable to Lessee, or to anyone claiming through or under Lessee, for injury, death or property damage occurring on or about the Premises unless caused by the negligence or willful misconduct of Lessor. Except as provided in Paragraph P(6) above, Lessee shall indemnify, defend and hold harmless Lessor from and against any and all claims, liabilities, damages, expenses, or losses resulting from injury to or death of any person or damage to property occurring on or about the Premises or in any manner in conjunction with Lessee's use and occupancy of the Premises, unless the death, injury, or damage was sustained as a result of any tortious or negligent act of Lessor or Lessor's agents.

Q. **Damage or Destruction to Premises.** In the event the Premises becomes untenable by reason of fire or other casualty, Lessor may, at Lessor's option, terminate this Lease or repair. Lessor shall, upon the Premises becoming untenable by fire or other casualty, deliver to Lessee a declaration in writing of Lessor's election as to whether it will terminate the Lease or repair the Premises, such delivery to be made within ten (10) days after the Premises becomes untenable. If Lessor elects to repair the Premises and notifies Lessee thereof as provided herein, such repair of the Premises shall be done with reasonable dispatch according to the conditions in existence at the time, and annual rental shall be prorated and no utilities shall be payable by Lessee, but otherwise all conditions of this Lease shall remain unchanged. If Lessor fails to so elect and notify Lessee of Lessor's election in the manner herein provided, this Lease shall terminate upon the expiration of the time for such election and notice to be made. The untenability of the Premises shall not extend the term of this Lease or any extension thereof for the length of time of the untenability.

R. **Property Taxes and Assessments.** The Premises is currently classified as exempt from property taxation. In the event the Premises is no longer classified as exempt from property taxation, Lessee shall be responsible for paying any and all taxes and assessments levied on the Premises and any improvements or fixtures thereon as the same become due. Lessee shall be responsible for paying any and all personal property taxes that may be assessed upon Lessee's personal property that may be located on the Premises.

S. **Utilities.** Lessee shall fully and promptly pay all charges for any utilities furnished or supplied to the Premises including, but not limited to, electricity, water, sewer, garbage/trash removal, snow removal, other public utilities of every kind and nature, and all other costs and expenses of every kind whatsoever related to Lessee's use, operation, and maintenance of the Premises.

T. **Surrender of Possession.** Lessee will, at the termination of this Lease, peaceably quit and surrender up the Premises in as reasonably good and tenantable condition in all respects, ordinary wear and tear excepted, as the same were in on the Effective Date, together with any and all improvements made to, and fixtures installed on, the Premises in reasonably good condition, ordinary wear and tear excepted.

U. **Condemnation.** In the event the entire Premises is appropriated or taken under the power of eminent domain or conveyed under the threat of eminent domain by any public or quasi-public authority (hereafter "condemned"), then this Lease shall terminate and expire and Lessee's obligations to pay rent, utilities, and other expenses hereunder shall be prorated as of the date of such condemnation. Any condemnation of less than the entire Premises shall not terminate this Lease; provided, however, that this Lease shall terminate as to the part so condemned, and the annual rental for the remainder of this Lease shall be reduced in the same proportion that the value of the portion of the Premises condemned bears to the value of the entire Premises as of such date. In the event of any condemnation of the Premises, whether whole or partial, Lessor shall be entitled to the entire award or price and Lessee shall not be entitled to any part of the award or price, as damages or otherwise, awarded or paid for such condemnation. Lessee hereby expressly waives any right or claim to any part thereof and assigns to Lessor its interest therein, if any. Notwithstanding the foregoing, Lessee shall have the right to claim and recover from the condemning authority (but not from Lessor) such compensation as may be separately awarded to Lessee in Lessee's own name and right on account of all damages suffered by Lessee of any nature whatsoever. Lessee shall have no claim against Lessor for the value of any unexpired term of this Lease in the event the Premises, or any part thereof, is condemned. Any settlement or conveyance that is made by either party in lieu of formal condemnation proceedings shall be without prejudice and subject to the rights of the other party as provided herein.

V. **Default.** Lessee shall be in default hereunder upon the occurrence of an Event of Default defined as: (i) the failure to pay any rent or other amount payable by Lessee hereunder within five (5) days following the due date thereof and a failure of Lessee to cure such default within ten (10) days of written notice from Lessor of such failure; (ii) the filing by or against Lessee of a petition under any insolvency or bankruptcy law and the same is not dismissed within sixty (60) days; (iii) the making by Lessee of a general assignment for the benefit of creditors; or (iv) the breach by Lessee of any other covenant, condition or requirement under this Lease and a failure of Lessee to cure the same within thirty (30) days of written notice from Lessor. Upon the occurrence of an Event of Default, Lessor may, in addition to the other rights or remedies allowed by law, immediately or at any time thereafter and without further notice or demand, enter into and upon the Premises, remove all persons and property, and terminate this Lease. Alternatively, Lessor may remove all persons and property from the Premises, make any necessary alterations or repairs to the Premises, and relet the Premises, or any part thereof, for such rental and upon such

terms as Lessor deems reasonable. Lessee shall be liable for the difference between the annual rent that would have been payable during the remaining term of this Lease and the net annual rent realized by Lessor as a result of reletting the Premises, after deducting any costs and expenses incurred by Lessor in repossessing, making any necessary alterations or repairs, and reletting the Premises. No reentry or taking of possession of the Premises by Lessor shall be construed as an election on its part to terminate this Lease or to accept a surrender thereof unless a written notice of such intention is given to Lessee. Notwithstanding any such reletting without termination, Lessor may at any time thereafter elect to terminate this Lease for the previous Event of Default.

W. **General Provisions.**

1. ***Survival of Provisions.*** All terms, conditions, representations, warranties, covenants, and obligations contained herein that are capable of being, or are to be, performed after the expiration or termination of this Lease shall survive the expiration or termination of the Lease and remain binding on the parties.

2. ***Short Form Lease.*** This Lease shall not be recorded, but at the request of either party, the parties shall sign and cause to be acknowledged and recorded a Memorandum of Lease that describes the Premises, the duration of this Lease, and the automatic extensions thereof.

3. ***Assignment, Subletting, and Binding Effect.*** Lessee shall not assign or encumber this Lease or sublet the whole or any part of the Premises without Lessor's prior written consent, which consent may be granted, denied, or conditioned in Lessor's sole and absolute discretion, and any attempted assignment, encumbrance, or sublease without Lessor's prior written consent shall be null and void and have no force or effect. All of the provisions contained in this Lease shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and permitted assigns of the parties hereto.

4. ***Sections and Other Headings.*** Sections or other headings contained in this Lease are for reference purposes only and in no way define, describe, extend, or limit the scope or intent of this Lease, or the intent of any provision hereof.

5. ***Severability.*** If any provision of this Lease, or the application of any provision to any person or circumstance, shall be held invalid or unenforceable, then the remaining provisions of this Lease, and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and shall remain in full force and effect, and any such invalid or unenforceable provision shall be deemed modified to the minimum extent necessary to make such provision consistent with applicable law and, in its modified form such provision will be enforceable and enforced, so long as the purpose or intent of such provision or this Lease is not undermined.

6. ***Law Governing.*** This Lease shall be enforced and construed in accordance with the laws of the State of Idaho. The parties agree that any legal action between Lessor and Lessee regarding this Lease shall be brought in Nez Perce County, Idaho. Each of the parties agrees to the jurisdiction of such forum.

7. ***Waiver.*** Any failure or delay of Lessor or Lessee to enforce rights or seek

remedies upon any default of the other party shall not constitute a waiver of such rights or remedies, and any waiver by either party of any breach of any term, covenant or condition hereof, shall not be considered to be a waiver of any subsequent breach of the same or any other term, covenant or condition.

8. **Modification.** This Lease may be modified or amended only by a written agreement signed by Lessor and Lessee.

9. **Execution of Documents.** The parties agree to execute all documents necessary to implement the provisions of this Lease.

10. **Entire Agreement.** This Lease and any exhibits attached hereto embody the entire agreement of the parties regarding the subject matter hereof. The recitals to this Lease should be interpreted as an integral part of the parties' agreement. Any and all prior and contemporaneous negotiations, representations and agreements, verbal or written, shall not be binding on either party except to the extent they are incorporated in this Lease. There are no verbal or other agreements which qualify, modify or supplement this Lease. The terms and provisions of this Lease embody the mutual intent of the parties and are not to be construed more liberally in favor of, or more strictly against, any party hereto.

11. **Notices.** Any notice, report, or demand required or permitted by any provision of this Lease shall be deemed to have been sufficiently given or served for all purposes if in writing and personally delivered or three (3) days following deposit in the United States mail, either registered or certified, with postage prepaid, addressed to the party to whom such notice is given at the address set forth below or at such other address as such party may specify by notice to the other party (or if such third day is a Saturday, Sunday, or legal holiday, on the next business day):

- a) If to Lessor, to 419 22nd Avenue, Lewiston, ID 83501.
- b) If to Lessee, to P.O. Box 617, Lewiston, ID 83501.

12. **Authority.** Each party and each person signing on behalf of any party represents that they have the full power and authority to execute this Lease on behalf of such party and perform such party's obligations hereunder, and all necessary action to authorize the execution of this Lease has been taken.

13. **Dispute Resolution.** In the event that a dispute related to this Lease arises, the dispute shall be articulated in writing by either party. The parties shall then attempt to negotiate in good faith and resolve the dispute. If the parties fail to resolve the dispute through negotiation, then the parties shall enter into non-binding mediation or another mutually agreed upon alternative dispute resolution process. Fees and expenses of the mediator shall be split equally between the parties, but each party shall pay its own attorney fees. The parties agree that non-binding mediation or another mutually acceptable alternative dispute resolution process shall precede litigation.

14. **Attorney Fees.** The prevailing party in any litigation or appeal relating to this Lease shall be entitled to recover its reasonable attorney fees and actual costs incurred from

the other party.

15. ***Other Principles of Construction.*** Where context requires, the use of the singular form of any word includes the plural form and vice versa and words in any gender and the neuter shall be deemed to include the other genders and the neuter and vice versa.

16. ***Relationship of Parties.*** Nothing contained in this Lease shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between Lessor and Lessee other than that of landlord and tenant.

17. ***Counterpart and Electronic Execution.*** This Lease may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same original. A signature transmitted electronically shall be deemed to be the equivalent of an original signature.

LESSOR

LESSEE

NORTHWEST CHILDREN'S HOME, INC.

CITY OF LEWISTON

By: _____
BRIAN POPE, Executive Director

By: _____
Dan Johnson, Mayor

ATTEST:

ATTEST:

Secretary

City Clerk



CITY COUNCIL MEETING AGENDA ITEM SUMMARY

ITEM TITLE PERIODIC REVIEW OF ADVISORY BOARDS & COMMISSIONS	AGENDA NO. V. E. AGENDA DATE: April 7, 2025
ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.) Pursuant to Lewiston City Code Section 2-48, all advisory boards and commissions are required to conduct an internal review of their operations at least once every four (4) years. This review evaluates each board or commission's accomplishments, future activities, shared responsibilities, potential modifications to powers and duties, and recommendations regarding continued existence. This year marks the first time that advisory boards and commissions have completed this periodic review. The reports are now ready for City Council's review and input to ensure these bodies continue to align with the City's mission and effectively serve the community. Note: The Historic Preservation Commission, Planning and Zoning Commission, Code Board of Appeals, Library Board of Trustees, and Audit Committee are exempt from the automatic review requirement and will only conduct internal reviews upon City Council's request. The Development Impact Fee Advisory Committee was also excluded from this initial review process, as it did not exist when the City Code was established. Created by Ordinance No. 4899 on October 9, 2023, and beginning its meetings in 2024, the committee is not required to conduct a periodic review unless directed by the City Council.	
BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources) Minimal, as the process was conducted using existing staff time and resources.	
ACTION PROPOSED Review the submitted periodic reviews from advisory boards and commissions and provide any input or direction as needed.	



ADVISORY BOARDS AND COMMISSIONS

PERIODIC REVIEW
2025

April 7, 2025 City Council
Work Session

Table of Contents

01

CEMETERY/URBAN FORESTRY ADVISORY COMMISSION

04

DISABILITY ADVISORY COMMISSION

05

EMERGENCY SERVICES MEDICAL ADVISORY BOARD

06

PARKS AND RECREATION ADVISORY COMMISSION

09

PUBLIC WORKS ADVISORY COMMISSION

CEMETERY/URBAN FORESTRY ADVISORY COMMISSION

STAFF LIAISON: Damian Glenn, Parks & Recreation Coordinator

COUNCIL LIAISON: Jessica Klein

OVERVIEW:

The Cemetery and Urban Forestry Commission remains committed to the stewardship, maintenance, and enhancement of the city's cemetery and urban green spaces. Through strategic initiatives and thoughtful planning, the Cemetery and Urban Forestry has used the Normal Hill Cemetery Masterplan to oversee several key projects that aimed to preserve historical sites, improving cemetery operations, and ensuring the sustainability of urban forestry efforts.

1. KEY ACCOMPLISHMENTS & ACTIVITIES (LAST 4 YEARS)

- Beautification of the Normal Hill Cemetery
 - One of the commission's significant accomplishments has been the restoration of the mausoleum. The project included resurfacing the structure, repainting both the interior and exterior, and replacing the windows to enhance the building's longevity and aesthetic appeal. These improvements ensure the mausoleum remains a dignified and well-maintained resting place.
 - In addition to the mausoleum restoration, the Cemetery and Urban Forestry Commission oversaw the general maintenance and upkeep around the property.
 - Several kiosks have been placed throughout the cemetery to provide background into the urban forestry and historical importance of the cemetery. Some of these kiosks include historical figures buried within the Normal Hill Cemetery and a kiosk dedicated to the State Tree Grove.
- Cemetery Buyback Program
 - The commission initiated a buyback program within the cemetery, allowing for the repurchase of unused burial plots. This program helps manage available space more efficiently while providing an opportunity for families who no longer need their plots to return them for community use.
- Goose Deterrent Program
 - To address issues related to geese populations within the cemetery grounds, the commission implemented a deterrent program aimed at reducing their presence. The program focuses on humane and environmentally friendly solutions to mitigate damage caused by geese and maintain the cemetery's cleanliness and accessibility.
- Proposal for Inmate Labor Utilization
 - The commission supported the use of inmate labor on the cemetery grounds, as a cost-effective solution for upkeep.
- Southside Development Survey
 - The Cemetery and Urban Forestry Commission, alongside the City Public Information Office and Parks and Recreation Department, oversaw a survey for the undeveloped land on the south side of the Normal Hill Cemetery. The Commission delivered a formal advisory to the City Council based on their expertise, and community feedback, to not sell the land.

- State Tree Grove
 - In 1992, Webster Elementary School chose to create a State Tree Grove at Normal Hill Cemetery as their Arbor Day Project. Today, the City of Lewiston Parks and Recreation Department and Normal Hill Cemetery and Arboretum support and maintain the grove among the hundreds of trees at the cemetery. The Cemetery and Urban Forestry Commission has worked endlessly to keep the grove flourishing by updating signage, replacing trees, and renaming the streets within the cemetery grounds to lanes named after different tree species. The State Tree Grove is particularly important to the commission, as it doubles the Normal Hill Cemetery as an Arboretum, combining the interests of both the Cemetery and Urban Forestry.

2. FUTURE GOALS & ACTION PLAN

- Columbarium Project
 - In response to the community's evolving internment needs, the commission is overseeing the development of a columbarium. This project, approved by the City Council, is currently in the design phase and will offer a dedicated space for the respectful placement of cremated remains.
- Arborist Position/Urban Forestry Maintenance
 - The Cemetery and Urban Forestry Commission has long campaigned for the inclusion of a Urban Forester/City Arborist within the department. This role would oversee forestry maintenance, particularly tree pruning and emergency hazard management.
- Damaged Headstone Project
 - The Cemetery and Urban Forestry Commission is exploring funding options to restore damaged headstones that cannot be restored by family members.
- Normal Hill Cemetery Master Plan
 - The last update to the Normal Hill Cemetery Masterplan was submitted to the City of Lewiston on December 14th, 2015. As the Master Plan approaches its tenth year, the commission has explored an update to the master plan that reflects: accomplishments from the 2015 plan, better reflect the current needs of the cemetery/community, and create strategic phases to act as a guide and timeline for the proposed items in the master plan for the commission and department to use.

3. SHARED RESPONSIBILITIES WITH OTHER ADVISORY BOARDS/COMMISSIONS

Both the Cemetery and Urban Forestry Commission and the Parks and Recreation Commission are overseen by the Parks and Recreation Department. While both have advisory duties for the department, they focus on different aspects and divisions of the department. The Cemetery and Urban Forestry commission concentrates on the ever growing needs and changes of the Normal Hill Cemetery and the care and management of tree populations in urban areas.

4. SUGGESTED UPDATES TO POWERS/DUTIES

At this time, there are no proposed updates or changes to the powers and responsibilities of the Cemetery and Urban Forestry Commission. The commission will continue to serve in its advisory role, providing guidance for the quality of life improvements to the Normal Hill Cemetery, and general Urban Forestry services in accordance with existing policy and guidelines.

5. RECOMMENDATIONS ON CONTINUED EXISTENCE

The Cemetery and Urban Forestry Commission remains a vital asset to the City of Lewiston, and should remain in its advisory role providing essential oversight and advocacy for the preservation and enhancement of our street trees and the historic Normal Hill Cemetery. Under the direction of a new Parks and Recreation Director and with the hopeful addition of a City Urban Forester, the commission is optimistic about fostering a long and colorful future for Lewiston's urban canopy and cemetery grounds.

DISABILITY ADVISORY COMMISSION

STAFF LIAISON: Nikki Province, Human Resources Director

COUNCIL LIAISON: Matthew Wright

OVERVIEW:

1. KEY ACCOMPLISHMENTS & ACTIVITIES (LAST 4 YEARS)

- Annual ADA Transition Plan Report review and adoption
- Attended People First Training
- Commissioner presented White Cane Training to DAC
- Discussions of Aging in the valley
- Letters of support for grant funding applications

2. FUTURE GOALS & ACTION PLAN

- Citizen survey regarding accessibility
- ADA Brochure of city resources, policies, programs, etc.
- Advocate for Civic Optimize citizen reporting program
- Provide the city council with a list of accessibility issues and recommend funding
- Advise the city council to support funding an electronic door at the Community center

3. SHARED RESPONSIBILITIES WITH OTHER ADVISORY BOARDS/COMMISSIONS

None

4. SUGGESTED UPDATES TO POWERS/DUTIES

Change the Power and Duties of the commission to:

- Assist with compliance of Title II of the ADA including city programs, services, and activities by providing recommendations to the city council relative to the adoption of programs, policies, or ordinances of benefit to the city.
- Review and adoption of the annual ADA Transition Plan.
- Respond to requests or direction from the city council regarding ADA compliance matters.
- Advocate to the city council on behalf of the disability community regarding the city of Lewiston programs, services, and activities.

5. RECOMMENDATIONS ON CONTINUED EXISTENCE

To enhance its effectiveness, the commission would benefit from more clear and specific direction from the City Council. Staff recommends providing the commission with more defined guidance, example provided above.

EMERGENCY MEDICAL SERVICES ADVISORY BOARD

STAFF LIAISON: Greg Rightmier, Fire Chief

COUNCIL LIAISON: Kasee Forsmann

OVERVIEW:

1. KEY ACCOMPLISHMENTS & ACTIVITIES (LAST 4 YEARS)

- Conduct annual review of fees
- Review and update Lewiston City Code, Chapter 7 (amended Chapter 2)
- Recruitment of members to obtain full staffing of 7

2. FUTURE GOALS & ACTION PLAN

- Create policies, procedures and standards to provide clarity and alignment with LCC Chapter 7
- Review clinical data
- Evaluate clinical QA with dispatch protocols
- Continue to evaluate fee structure to maximize value for citizens

3. SHARED RESPONSIBILITIES WITH OTHER ADVISORY BOARDS/COMMISSIONS

None

4. SUGGESTED UPDATES TO POWERS/DUTIES

- Section 2-49(c)(3) Add “at least” to annually review. The advisory board didn’t feel that a review should be restricted to once a year.
- Section 2-49(c)(5) add: “, and make recommendations to...”

5. RECOMMENDATIONS ON CONTINUED EXISTENCE

The Emergency Medical Services Advisory Board should be continued, as it serves a vital role in the oversight and strategic direction of the City’s EMS system. The board is planning to take on a more active role in recommending performance standards and supporting strategic planning initiatives.

Effective oversight of the EMS system requires ongoing attention and engagement, something that current fire department staffing levels may not be able to fully support. A citizen advisory board can help fill this gap by providing informed guidance and contributing to the development of metrics that align with established industry standards.

PARKS AND RECREATION ADVISORY COMMISSION

STAFF LIAISON: Damian Glenn, Parks & Recreation Coordinator

COUNCIL LIAISON: John Spickelmire

OVERVIEW:

The Parks and Recreation Commission has been actively working to enhance the city's recreational spaces, improve accessibility, and plan for future growth. Below is an overview of key accomplishments and ongoing projects, as well as upcoming initiatives aimed at improving our community's parks and facilities. The Parks and Recreation Commission uses the Parks and Open Space Masterplan to navigate the department as the community's needs continue to grow.

1. KEY ACCOMPLISHMENTS & ACTIVITIES (LAST 4 YEARS)

- Community Park: Parking Lot Expansion + Basketball & Fitness Area
 - The commission successfully allocated funds out of the Park Reservation Account for the construction of a mid-size shelter in the vicinity of the pre-fabricated restroom at Community Park. The shelter and bathroom will be located next to the planned site for the upcoming Basketball and Fitness Area. The Lewiston City Council approved the design for the project at the March 10th, 2025 City Council Meeting.
- Pickleball Courts at Sunset Park
 - The Parks and Recreation Commission received a proposal from the LC Valley Pickleball Club for the reconstruction of the existing pickleball courts at Sunset Park. The commission supported the proposed partnership between the LC Valley Pickleball Club and the City of Lewiston. The new pickleball courts were completed and officially opened to the public on June 9, 2024. The addition provides a much-needed recreational opportunity for the growing pickleball community. The design and engineering of a new 12x44' shelter located by the courts is at 60% completion as of the commission's March 19th, 2025 meeting.
- Bert Lips Pool Public Survey
 - To assess public interest and future possibilities for Bert Lips Pool, the commission conducted a community-wide survey. The results of the survey were to help guide discussions on the future use of the facility.
- Pioneer Park Improvements
 - Planned upgrades to Pioneer Park include a new shelter, a modernized playground, and ADA-Compliant parking, enhancing accessibility and enjoyment for all visitors. The old equipment at Pioneer Park will be repurposed at Rotary Peace Park. The new shelter to go alongside the new playground is engineered at 60% as of the commission's March 19th, 2025 meeting.
- Support for Modie Park Expansion
 - The commission approved a letter of support endorsing the acceptance of a 19-acre land donation from the Randall family to the Modie Park Conservancy. This generous contribution will help preserve and expand open space for public enjoyment and conservation efforts.

- Implementation of Turf on City Ball Fields
 - With the generous support of Potlatch No 1 Financial Credit Union (P1FCU), the Parks and Recreation Department was able to convert the infield at Hereth Park Ball Field into turf. The Parks and Recreation Commission then granted P1FCU the naming rights of the field, officially renaming the ball field: P1FCU Field.
 - Since then, the Parks and Recreation Department has installed turf in the foul lines in ball fields at Airport Park (Fields 1-4), and Sunset Park.

2. FUTURE GOALS & ACTION PLAN

- Update of the Parks and Open Spaces Masterplan
 - The last formal update of the Parks and Open Spaces Masterplan was in 2011, with work beginning to update the masterplan in 2021. Although the update has faced delays, the Parks and Recreation Commission, under the guidance of a new Parks and Recreation Director, will soon begin work on a formal updated plan. The new Parks and Open Spaces Masterplan will incorporate the existing Community Park Masterplan.
- Exploration of an Auditorium District
 - The commission has begun exploring the possibility of establishing an Auditorium District in Nez Perce County. This initiative aims to create a sustainable funding source to support further development at Community Park, ensuring long-term funding investment in recreational amenities.
- Trevitt Park Sale or Lease
 - The commission evaluated the sale or lease of Trevitt Park, with the goal of optimizing resources to support park development and community needs. The hope for the commission was for the funds to be treated as revenue into the Park Reservation Account.
- Community Park Foundation
 - Efforts are underway to establish a foundation dedicated to supporting Community Park. This foundation will serve as a funding mechanism, allowing for continued enhancements and long-term sustainability of the park's amenities.
- Safety Audit at Locomotive Park
 - The Idaho Department of Transportation requested a safety audit to be conducted at Locomotive Park, specifically aiming to focus on the parks' busy season in November - December for Winter Spirit. Meetings continue to be held to improve traffic safety around the park.

3. SHARED RESPONSIBILITIES WITH OTHER ADVISORY BOARDS/COMMISSIONS

Both the Parks and Recreation Commission and Cemetery and Urban Forestry Commission are overseen by the Parks and Recreation Department. While both have advisory duties for the department, they focus on different aspects of the department. The Parks and Recreation Commission concentrates on recreational services and park facilities.

4. SUGGESTED UPDATES TO POWERS/DUTIES

At this time, there are no proposed updates or changes to the powers and responsibilities of the Parks and Recreation Commission. The commission will continue to serve in its advisory role, providing recommendations on parks, facilities, and recreation services in accordance with existing policy and guidelines.

5. RECOMMENDATIONS ON CONTINUED EXISTENCE

The Parks and Recreation Commission should continue in its advisory role to the Parks and Recreation Department, providing guidance and recommendations on matters related to park facilities, recreation services, and naming rights. With the department soon to be under a new director, the commission looks forward to collaborating closely to align on future goals and priorities. The commission remains committed to supporting the development, maintenance, and enhancement of public parks and recreational opportunities, ensuring they meet the needs and interest of the community.

PUBLIC WORKS ADVISORY COMMISSION

STAFF LIAISON: Dustin Johnson

COUNCIL LIAISON: Kasee Forsmann, Kathy Schroeder

OVERVIEW:

The Public Works Advisory Commission (PWAC) has advised and assisted with water, stormwater, wastewater, sanitation, and transportation matters since its formation in April 2023.

1. KEY ACCOMPLISHMENTS & ACTIVITIES (LAST 4 YEARS)

- PWAC's feedback was incorporated in the amendment to Ordinance No. 4882.
- Provided feedback on the Stormwater Drainage System Utility Fee Structure & Credit Policy and Temporary Traffic Control in the Right-of-Way Policy.
- Assisted in the ongoing development of a Traffic Calming Program.

2. FUTURE GOALS & ACTION PLAN

- Establish an improved workflow to assign tasks to PWAC outside of regular meetings.
- Diversify outreach efforts to increase public engagement with PWAC.
- Assist in the creation/revision of Public Works requirements for development and frontage improvements, standard drawings and details, and departmental policies.

3. SHARED RESPONSIBILITIES WITH OTHER ADVISORY BOARDS/COMMISSIONS

There is overlap with the Parks and Recreation Commission, Planning and Zoning Commission, Disability Advisory Commission, and the Development Impact Fee Advisory Committee.

4. SUGGESTED UPDATES TO POWERS/DUTIES

PWAC does not have suggestions to offer but welcomes any from the City Council.

5. RECOMMENDATIONS ON CONTINUED EXISTENCE

PWAC has taken on a reactive role instead of proactive one, hindering its effectiveness. PWAC recommends the following:

- City Council/Mayor provides PWAC with clearly defined goals/timelines to inform the contents and quantity of meetings.
- In the event of an approved motion, the Chair and/or Vice-Chair are responsible for preparing written recommendations, findings, etc. on behalf of PWAC.



City of Lewiston Strategic Plan Performance Report

Fiscal Year 2024

www.cityoflewiston.org/751/City-of-Lewiston-Strategic-Plan



2019 - 2024

LEWISTON STRATEGIC PLAN

A solid foundation for an intentional future.

*The information in this report represents
strategic plan status through March 2025.*

Table of Contents

Introduction

Letter from the Mayor.....	4
Community Input.....	5
Key Focus Areas.....	6
Using the Report.....	7
City of Opportunity.....	8
Lifestyles and Neighborhoods.....	9
Citizen-Informed Leadership.....	12
Responsible Government.....	16
Creating Economic Opportunity.....	19
Maintaining a Safe Environment.....	21
Strengthening and Sustaining Our Community.....	25



Dan Johnson

LETTER FROM THE MAYOR



Our city's Strategic Plan serves as the roadmap for translating vision and objectives into actionable strategies that guide our efforts, allocate resources, and focus our attention. Built on community feedback, this plan revolves around six key focus areas, each with its own set of defined objectives, initiatives, and performance measures. It ensures transparency, focus, and accountability in everything we do.

As our community evolves, so does our Strategic Plan. It remains fluid and adaptable to the changing needs and desired future outcomes of our residents. Today, I'm delighted to present the final performance update of this five-year plan. This document highlights our city's achievements over the past fiscal year, ongoing projects, and areas for improvement.

During my tenure as your mayor, I have prioritized fiscal responsibility, productivity, and alignment of departmental plans with budgeting. Working closely with the City Council and our dedicated city staff, we deliver the best services while making tough decisions on resource allocation. While we cannot fund every project every year, we are committed to prioritizing essential services and exploring new funding avenues, such as grants. In fiscal year 2023 alone, we secured over \$18,000,000 in state and federal grants for various services and projects.

As we celebrate our accomplishments and review our progress, we remain steadfast in our commitment to executing the goals outlined in our strategic plan. It is our collective dedication to transparency, hard work, and a shared vision that truly drives positive change in our community.

Thank you for your continued support and partnership.

Sincerely,

Dan Johnson

City Mayor



Community Input

The City of Lewiston's Strategic Plan was developed with community input. Hundreds of citizens and stakeholders participated in this community effort through a community-wide survey, public meetings, and workshops. The result was a community-based product that reflects the values and priorities of Lewiston's community members.

From October 2018 until January 2019, the Lewiston City Council and staff held public forums and met with local groups to share the projects and goals of each department, then recorded the feedback they received. This feedback helped Lewiston's Leadership Team draft the City of Lewiston Strategic Plan, which was presented to the Lewiston City Council.

Public involvement was crucial in the development of the Strategic Plan. All public participation helped to ensure the Strategic Plan incorporated current community values, capitalized on existing and new opportunities and technology, and provided all residents an opportunity to shape their community.

This performance report is the final progress report of that five-year plan.

Key Focus Areas

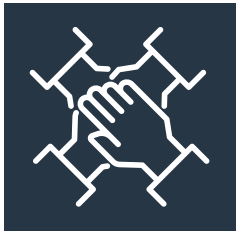
The priorities outlined in the Strategic Plan are organized into six key focus areas.

Please note that the definitions following the key focus areas are what the City aims to achieve progressively over time.



LIFESTYLE AND NEIGHBORHOODS

Through careful planning, appropriate policy implementation, and cooperation with neighborhoods, the City pursues reinvestment in blighted areas and strives to provide quality affordable housing for its underserved population. Lewiston provides opportunities and programs that support active living and healthy lifestyles.



CITIZEN-INFORMED LEADERSHIP

The City engages the community, its Boards and Commissions, and employees in developing strategic documents that guide Lewiston into the future. The City prepares, implements, and keeps current plans to effectively and efficiently serve its residents with emergency services, infrastructure, capital improvements, recreation, land use, and housing, to name a few.



RESPONSIBLE GOVERNMENT

Lewiston is committed to the responsible use of public resources, including tax and fee revenues. The City carefully plans and manages its budget to ensure initiatives are realistic, achievable, and aligned with available capacity. Assets are tracked and maintained for optimal performance and used responsibly for their intended purposes. By investing strategically and operating within budgetary limits, Lewiston delivers measurable results while ensuring long-term sustainability.



CREATING ECONOMIC OPPORTUNITY

The City partners with local economic development organizations like Valley Vision, the Chamber of Commerce, and Clearwater Economic Development Association, to help organize and stretch limited resources to prioritize outcomes. The City will take leadership roles to help facilitate outcomes to drive the completion of planned projects.



MAINTAINING A SAFE ENVIRONMENT

The City trains and equips its first responders to maintain their ability to meet the needs of the community. The City hires and retains quality employees who will earn the respect and trust of our citizens and businesses. The City continues its partnerships with the schools and colleges so that it can be respected and trusted to assist at the program and planning levels to keep the community safe.



STRENGTHENING AND SUSTAINING OUR COMMUNITY

Lewiston is rich with cultural history such as the Nez Perce People and the Lewis and Clark Expedition. Historical amenities, crafted and diligently preserved by generations of community members, abound throughout the area. Lewiston is thoughtful and diligent in preserving its historic buildings and creatively finding viable ways to help preserve the Valley's treasures.

Using the Report

This report is organized by the Strategic Plan's six key focus areas presented on the previous page. Each key focus area has a summary page that lists a set of City goals. The pages that follow are organized by a goals, objectives, strategies, and tasks that can be found in the City's Strategic Plan. Each item includes progress information on that particular initiative.

A complete listing of the Strategic Plan's goals and supporting initiatives, organized by department, can be found on the City's website at www.cityoflewiston.org/751/City-of-Lewiston-Strategic-Plan.

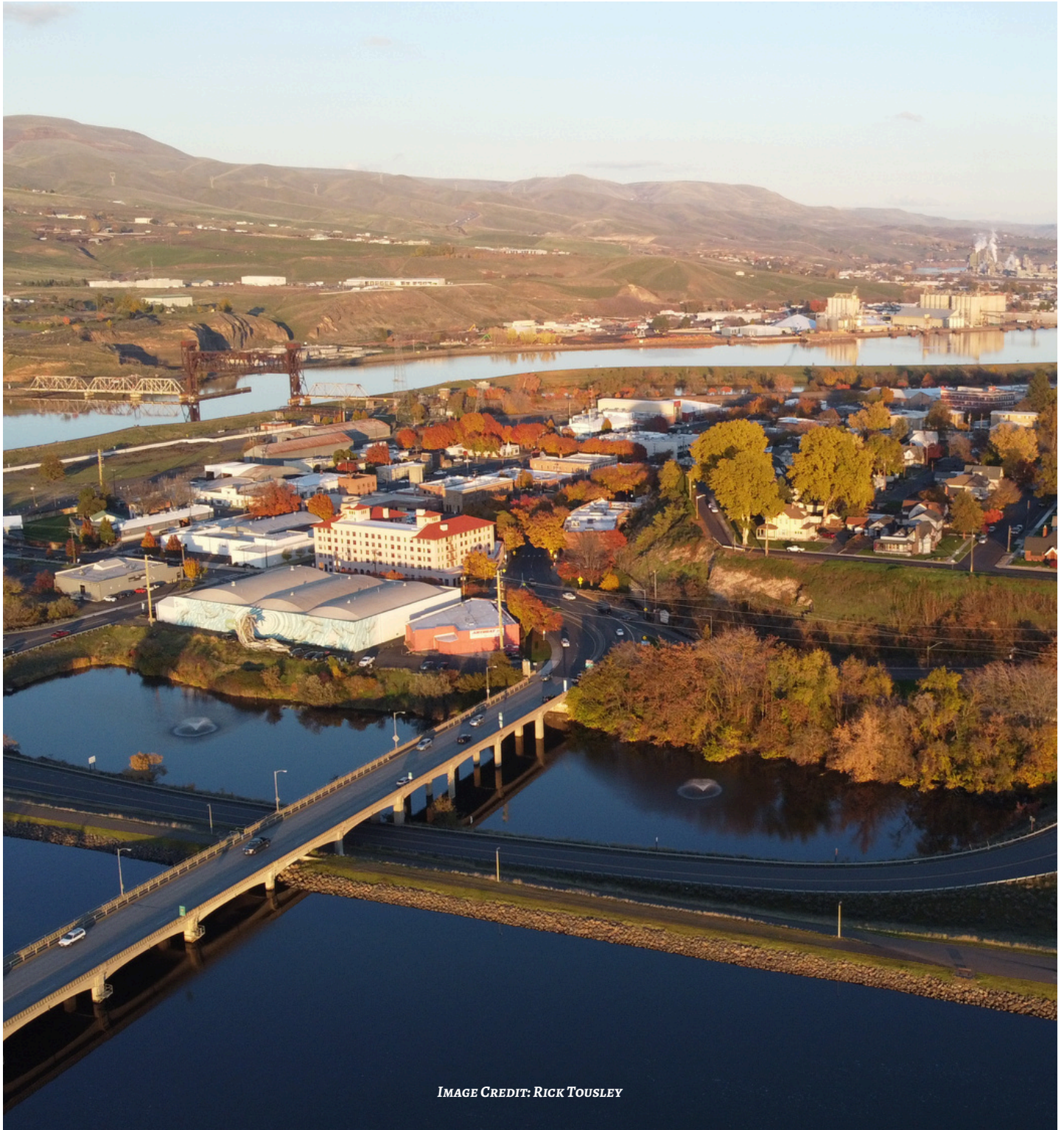


IMAGE CREDIT: RICK TOUSLEY

Lewiston is a City of Opportunity

This vision encapsulates the essence of Lewiston. It drives every goal outlined in our Strategic Plan, propelling our city forward and fostering an environment ripe with opportunities for all.

As a beacon of opportunity, Lewiston beckons both residents and visitors alike. Our city boasts a welcoming, inclusive atmosphere, teeming with vibrant energy and abundant prospects for employment and housing. Throughout the year, Lewiston serves as a hub for recreational pursuits, artistic expression, and cultural experiences. Distinguished by its unique character, Lewiston stands apart from neighboring areas, drawing individuals with its appealing attributes.

In Lewiston, community members unite in purpose, working together to shape a shared vision for the future. Here, thoughtful collaboration paves the way for collective progress and lasting success.





Lifestyles and Neighborhoods

The following definition is a key focus area of what the City aims to achieve progressively over time.

Through careful planning, appropriate policy implementation, and cooperation with neighborhoods, the City pursues reinvestment in blighted areas and strives to provide quality affordable housing for its underserved population, as well as transit access to essential services. Lewiston provides opportunities and programs that support active living and healthy lifestyles.

The three goals from the Strategic Plan within the Lifestyles and Neighborhoods key focus area seek to:

- **Goal 1: Continue and Enhance Community Development Services**
 - **Objective:** Provide timely and professional services.
 - **Strategy:** Continually enhance existing technology tools; explore other opportunities to enhance customer experience.
 - **Strategy:** Make Lewiston Transit System more convenient.
- **Goal 2: Promote Economic Development Within the City**
 - **Objective:** Develop and enhance economic development strategies.
 - **Strategy:** Promote reuse of vacant commercial/industrial buildings and land.
- **Goal 3: Provide opportunities and programs that support active living and healthy lifestyles.**

Goal 1: Continue and Enhance Community Development Services

Objective: Provide timely and professional services.

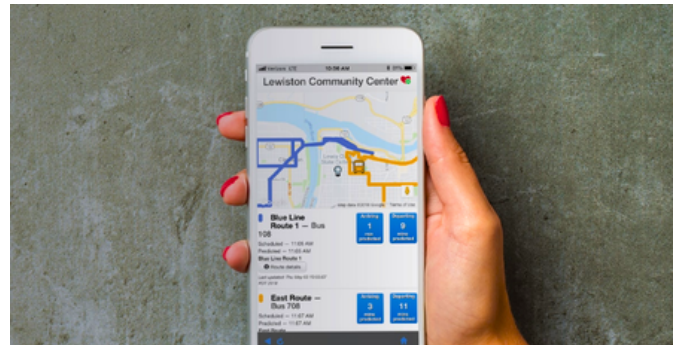
Strategy: Continually enhance existing technology tools; explore other opportunities to enhance customer experience.

The Community Development Department is committed to improving technology tools to better serve residents and business professionals. In 2024, staff evaluated various software solutions available to the City and identified one with the greatest potential to enhance efficiency and user experience. Currently, they are collaborating with developers to assess whether the software can be customized to meet the City's needs. If successful, this upgrade will streamline operations by consolidating three separate business licensing software programs into a single, more efficient system.



Strategy: Make Lewiston Transit System more convenient.

In September 2024, the Lewiston Transit Division introduced new technology to improve the convenience and efficiency of its services. This software enhances reliability, increases accountability, and enables on-demand service options, making public transportation more accessible for riders. To learn more about Lewiston Transit Services and download the mobile service app, visit ridethevalley.org.



The Lewiston Transit staff has been diligently working to design and construct a centrally located transit office to improve accessibility for riders and provide a secure, fenced bus storage area. The new office will be at the Lewiston Community Center, a popular transit stop where many residents have inquired about transit services. This project and relocation from the Bell Building to the Lewiston Community Center is scheduled for completion in summer of 2025.

Goal 2: Promote Economic Development Within the City

Objective: Develop and enhance economic development strategies.

Strategy: Promote reuse of vacant commercial/industrial buildings and land.

Staff have been reviewing the existing zoning code, including land use allowances and restrictions in various zoning districts, with the goal of updating them to permit a broader range of uses (where appropriate), such as maker spaces, co-working and co-location, small-scale niche manufacturing, and light manufacturing. Additionally, staff are exploring the reduction of zoning code parking requirements for commercial properties and investigating the creation of community infrastructure districts. All three initiatives are expected to be completed within 2025.

In 2024, staff reviewed building and fire code requirements for potential amendments. The State of Idaho implemented only minor changes, which were adopted by the City in the summer of 2024.

Goal 3: Provide opportunities and programs that support active living and healthy lifestyles.

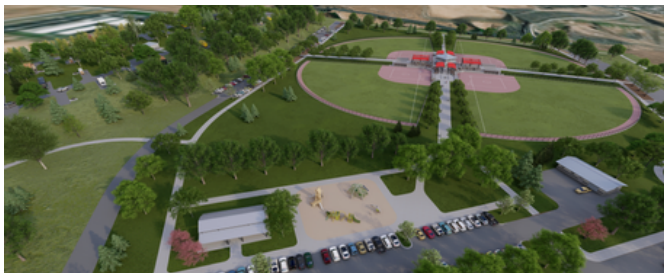
Overview of Parks and Open Spaces

Lewiston's 26 parks and open spaces offer diverse amenities aimed at promoting active living and healthy lifestyles. From scenic trails to playgrounds and sports fields, our parks provide opportunities for all residents to engage in recreational activities.

Parks, open spaces, and community programs are vital for fostering active lifestyles and promoting wellness in our community. These spaces offer opportunities for physical activity, social interaction, and relaxation, contributing to the mental and physical well-being of all. By providing accessible environments, they encourage participation from people of all ages and abilities, promoting equal opportunity and enhancing overall quality of life.

The largest property the City owns is what's commonly referred to as Community Park, a 187-acre site that was originally purchased along with the Lewiston School District and Lewis-Clark State College as part of a 310-acre Tri-Partnership development in 2004. The college has built and is operating the Schweitzer Career and Technical Education Center at the site and the new Lewiston High School has been developed and opened as well in the past few years. We saw this time as the best to move forward with our park planning and have partnered with a local engineering firm to do just that. There is always an opportunity to review and provide feedback regarding the plan for this site, as it will evolve over the years.

This year, funding strategies will be developed by staff with the assistance of consultants, the



Parks and Recreation Commission, and the Lewiston City Council. These sources will include a number of different funding options to consider (bonds, naming rights, in-kind services, etc.). There will be more to come moving forward with this local and regional facility that will be a model for economic growth and community partnerships for many years to come.

Another initiative for the Parks and Recreation Department in 2025 is to continue working toward maintaining safe, well-kept city facilities. In 2024, the city completed a facility feasibility analysis that outlines these needs. With significant deferred maintenance across the city, proposals will be made this year to begin addressing these issues.



Library staff are dedicated to providing access to a comprehensive collection of materials that support creativity, innovation, intellectual freedom, and lifelong learning. In 2025, the library aims to increase its collection budget to align with best practices in acquisition and expand its collection size.

The Lewiston City Library and the Parks and Recreation Department offer a wide range of programs suitable for all ages and abilities, tailored to the community's needs and interests. Our staff is dedicated to providing diverse activities and opportunities for learning and growth. We continuously strive to introduce new and innovative programming ideas and welcome input from community members for new programs or feedback on existing ones.



Citizen-Informed Leadership

The following definition is a key focus area of what the City aims to achieve progressively over time.

The City engages the community, its Boards and Commissions, and employees in developing strategic documents that guide Lewiston into the future. The City prepares, implements, and keeps current plans to effectively and efficiently serve its residents with emergency services, infrastructure, capital improvements, recreation, land use, and housing, to name a few.

One goal from the Strategic Plan within the Citizen-Informed Leadership key focus area seeks to:

- **Goal 1:** Prepare, Implement, and Keep Current Operational Plans to Effectively and Efficiently Serve Residents
 - Envision Lewiston 2044: Rewriting Our Comprehensive Plan
 - Transportation Capital Improvement Plan (CIP) - 2024 Update
 - Pavement Management Report - A Report Card for the Current Condition of City Streets
 - Building Feasibility Study - Exploring Consolidation for Sustainable City Services

Goal 1: Prepare, Implement, and Keep Current Operational Plans to Effectively and Efficiently Serve Residents

Envision Lewiston 2044: Rewriting Our Comprehensive Plan

In 2024, the City Council adopted Lewiston's new Comprehensive Plan, known as Envision Lewiston 2044 (the plan). You might wonder, what exactly is a comprehensive plan? Simply put, it's our guidebook for making decisions that address the challenges and opportunities linked to our city's growth and quality of life. For instance, the Planning and Zoning Commission and City Council regularly refer to the plan when deciding on land use development codes and property owners' land use applications.

Envision Lewiston 2044 covers various aspects of our community, including land use, jobs, housing, transportation, recreation, community design, well-being, and resilience. It's a roadmap designed to shape Lewiston's future while preserving what we cherish most about our city.

The previous plan, adopted in 1999, was only intended to guide us through the year 2020. Now, as we prepare for the next phase of Lewiston's evolution, we have a plan that anticipates and guides change while maintaining a high quality of life. Envision Lewiston 2044 is centered around a vision built by our community for the future of Lewiston in 2044.



The plan touches nearly every aspect of community services and was shaped by your input. Over the past year, we've engaged in public outreach through events, interactive displays in prominent community areas, surveys, articles, digital content, and more. This outreach will continue as we utilize the plan and share updates with you. Envision Lewiston 2044 is a benefit to the community in many ways:

- For residents, the plan identifies community character elements and locations for future housing, parks, trails, community facilities, and more.
- For business and property owners, the plan includes land use recommendations and development policies.
- For City leaders and decision-makers, the plan gives guidance on collaboration and budget decisions, the timing for capital improvements, and the review of development proposals.

Your participation in this process was invaluable, and we are happy to provide a plan that reflects the aspirations and priorities of our vibrant community.

Transportation Capital Improvement Plan (CIP) - 2024 Update

The Transportation Capital Improvement Plan (Transportation CIP) serves as a comprehensive list of major transportation capital improvement projects, meticulously prioritized through objective criteria. This document is updated every year to show progress from the previous fiscal year, as well as adjustments to remaining projects and the addition of new projects based on new data and community feedback.

The Transportation CIP is a planning document only and even though it displays cost estimates for certain projects, it is not a funding document because it does not outline funding or budgeting specifics for project execution.

The annual update process for the Transportation CIP kicks off with a formal call for project requests. This call is followed by a public comment period and open house, culminating in a public hearing where the plan may be adopted by the City Council. While project requests can be submitted year-round, the formal call ensures inclusion in the current year's update.

The recent 30-day public comment period on the draft 2025 document concluded in February. A Public Hearing was held where staff presented a summary of the comments received from the public. This summary was provided to the City Council to inform their decision-making process before adopting the updated plan.

Upon approval by the City Council, the Transportation CIP becomes a guiding document for staff to begin building their budgets and directing their efforts for the upcoming fiscal year.

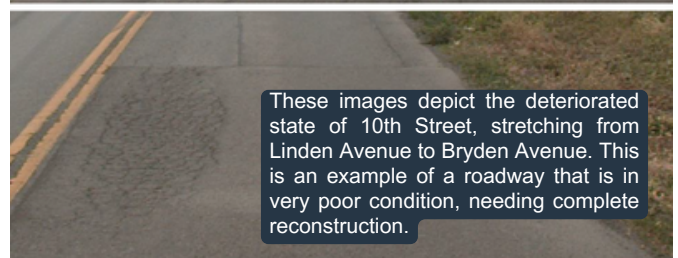
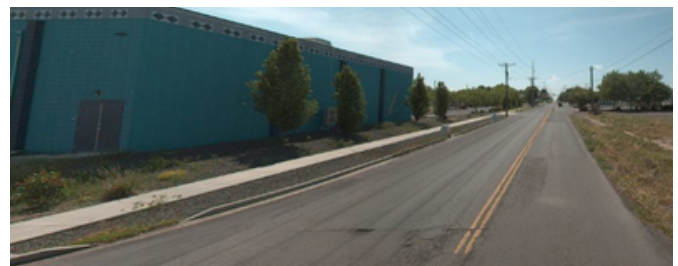
You can view this plan and other master plans on the city's official website at www.cityoflewiston.org/380/Master-Plans.

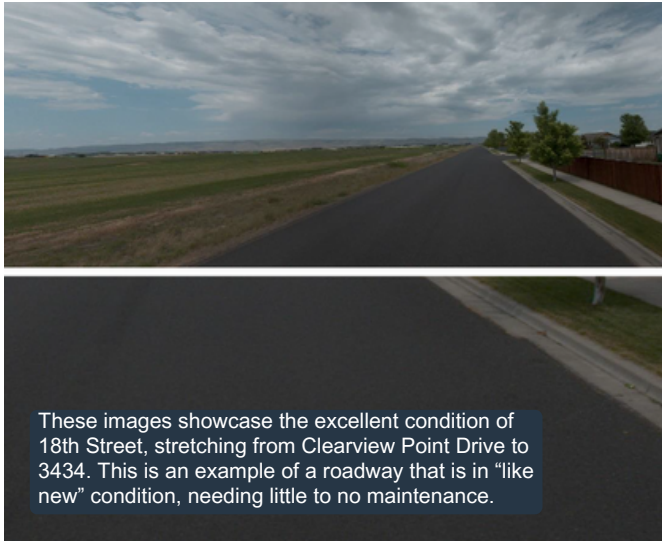
Pavement Management Report - A Report Card for the Current Condition of City Streets

Due to the high cost of constructing new roads, maintaining the city's existing transportation infrastructure is a top priority. Regardless of their age all roadways require regular preventative maintenance to ensure they remain in good condition. Without this maintenance, the pavement deteriorates over time, leading to more expensive rehabilitation or even complete reconstruction.

Chapter Four of the 2020 Lewiston Transportation Plan (*not to be confused with the Transportation CIP*) recommended evaluating the overall Pavement Condition Index (PCI) regularly. This assessment helps determine if annual street preservation funding levels are sufficient enough to maintain the City's infrastructure, and it helps determine future maintenance needs and improvement plans for the transportation network.

In March 2023, the Lewis-Clark Valley Metropolitan Planning Organization (MPO) approved a contract to fund a Pavement Assessment for the City of Lewiston. Infrastructure Management Services (IMS) was selected to conduct the assessment. Using a specialized van, IMS recorded pavement conditions while driving all city streets, analyzed the data, and produced a draft Pavement Management Report in January 2024.





During the assessment, each street segment receives a PCI rating, ranging from 0 to 100, with 0 indicating the worst condition and 100 the best. The report provides details on how the streets were scored, Lewiston's overall scores, criteria for scoring each street classification (e.g., arterial, collector), and a list of ratings for all street segments.

The data collected in the report was presented to the City Council on March 4, 2024, and has been integrated into the City's asset management software, Cartegraph, to help prioritize future pavement preservation efforts. This data can be updated in real-time as projects are completed within the system.

Staff have analyzed data from the report and are utilizing it for future project planning.

Facility Feasibility Analysis - Exploring Consolidation for Sustainable City Services

The City is currently facing a significant challenge with millions of dollars in deferred maintenance, including crucial projects such as roof replacements, upgrades to outdated facilities like boiler and central air unit installations, restroom renovations, electrical repairs, and mold abatement efforts. With the ongoing demand for City services, addressing space limitations and undertaking essential updates has become imperative to ensure

uninterrupted service to the community.

To tackle this issue, the City is exploring the possibility of consolidating its buildings and services into a single central location. This approach aims to strike a balance between operational requirements and optimizing financial resources by exploring innovative strategies and cost-effective alternatives. The goal is to ensure efficient and sustainable service delivery while being mindful of the financial impact on the community.

The first step in this process was to conduct a facility feasibility analysis, which assessed the viability of consolidation and determined associated costs. The ultimate objective is to develop a Facilities Master Plan in the future.

In 2024, hired consultants provided the analysis to the city for consideration. Options for consolidation are still being reviewed.



Citizen Volunteer Boards and Commissions

The City has various citizen volunteer boards and commissions. Serving on one of these committees is a great way to contribute to your community and help shape its future.

We appreciate those who dedicate their time to these efforts, as their contributions are vital to civic engagement and community growth.

Explore volunteer opportunities at www.cityoflewiston.org/186/Boards-Commissions.



Responsible Government

The following definition is a key focus area of what the City aims to achieve progressively over time.

Lewiston is committed to the responsible use of public resources, including tax and fee revenues. The City carefully plans and manages its budget to ensure initiatives are realistic, achievable, and aligned with available capacity. Assets are tracked and maintained for optimal performance and used responsibly for their intended purposes. By investing strategically and operating within budgetary limits, Lewiston delivers measurable results while ensuring long-term sustainability.

Three goals from the Strategic Plan within the Responsible Government key focus area seek to:

- **Goal 1: Be Good Stewards of Public Resources**
 - **Strategy:** Provide cost-effective legal services.
 - **Strategy:** Prepare a monthly financial report for the City Council that reports on year-to-date expenses in comparison to the budget and monthly treasurer's report of city funds.
 - **Strategy:** Develop an annual Citizen's Guide that includes easy-to-read budgetary information, special budget interest items, and how everyone can get involved in the budget process.
- **Goal 2: Plan for the City's Infrastructure Needs**
 - **Strategy:** Implement Stormwater Utility to address aging stormwater infrastructure and future needs.
- **Goal 3: Attract and Retain High-Performing Qualified Staff; Attracting Diverse, Talented Individuals**

Goal 1: Be Good Stewards of Public Resources

Strategy: Provide cost-effective legal services.

The City Attorney's Office serves as the legal counsel for the City of Lewiston, overseeing various legal matters crucial to municipal operations. Appointed by the Mayor with the consent of the City Council in accordance with Idaho Code, the City Attorney and their team offer legal counsel and representation to key stakeholders, including the Mayor, City Council, Department Directors, City Employees, and City Boards and Commissions.

Handling all civil matters and prosecuting City Code violations, the City Attorney's Office collaborates with Nez Perce County for criminal prosecution services.

The legal team remains actively engaged in diverse activities, including contract reviews, legal training sessions for City officials and volunteers serving on boards and commissions, and other essential tasks.

Previously, efforts were made to enhance efficiency throughout the City departments, particularly in contract review processes. An updated contract review description and checklist, which is aimed at streamlining workflows and empowering departments to independently review contracts, was completed in 2024. This initiative not only promotes efficiency, but also contributes to cost savings by reducing reliance on the City Attorney's Office for routine contract reviews.



Strategy: Prepare a monthly financial report for the City Council that reports on year-to-date expenses in comparison to the budget and monthly treasurer's report of city funds.

In 2024, the City's Treasurer/Finance Director delivered oral presentations to the City Council during recorded and live broadcast meetings at the end of each quarter, showcasing the City's financial information. Additionally, these reports are readily accessible on the City's official website for public viewing and transparency.



Strategy: Develop an annual Citizen's Guide that includes easy-to-read budgetary information, special budget interest items, and how everyone can get involved in the budget process.

Each summer, the City's Finance Office collaborates with the City's Public Outreach Office to craft a comprehensive budget guide at the onset of the budgeting cycle. This guide provides insight into proposed revenues and expenditures, upcoming projects slated for presentation to the City Council, and avenues for citizen engagement in the budgeting process.

Goal 2: Plan for the City's Infrastructure Needs

Strategy: *Implement Stormwater Utility to address aging stormwater infrastructure and future needs.*

In 2023, the City Council approved the implementation of a Stormwater Utility that became effective January 1, 2024. This utility, akin to the Wastewater, Water, and Sanitation utilities, operates on user fees designated for the upkeep, regulatory compliance, and enhancement of the City's stormwater drainage system.

The decision to establish this utility stemmed from a recognized need for a dedicated revenue source, distinct from property taxes, to adequately address the city's stormwater infrastructure requirements. On June 12, 2023, the City Council adopted Ordinance No. 4882, establishing the Stormwater Drainage System Utility and authorizing the collection of user fees for associated services.

To ensure community understanding and engagement, City staff conducted extensive public outreach efforts, spanning various platforms such as public forums, events, media interactions, and more.

Moreover, the City faces federal regulatory obligations under the National Pollutant Discharge Elimination System (NPDES) Phase II Municipal Separate Storm Sewer System (MS4) Permit issued in 2020. This mandate necessitates rigorous documentation, monitoring, and control of discharge quality into the stormwater drainage system, which ultimately impacts United States water bodies. The established fee structure has aided the City in maintaining compliance with these regulations.

The first project funded through the Stormwater Program was completed in winter 2024 and focused on Powers Avenue in the Orchards. The project area extended approximately 300 feet west from the

intersection of Powers Avenue and 22nd Street. Several underground infiltration chambers were installed to capture, treat, and infiltrate stormwater runoff from Powers Avenue. These improvements have significantly reduced chronic downstream flooding and property damage that previously occurred north of Powers Avenue, especially between Powers Avenue and Grelle Avenue. Since the project's completion, the City has not received any flooding complaints from the affected property owners.

This year, the Stormwater Division is designing a project to expand the capacity of the stormwater pond at the corner of Thain Grade and Stewart Avenue. The project will include the addition of a metered outfall, which will help regulate stormwater flow during large storm events and prevent surcharging in the upstream system. Increasing the pond's capacity will further reduce the risk of downstream flooding.

Goal 3: Attract and Retain High-Performing Qualified Staff; Attracting Diverse, Talented Individuals

The City's Human Resources Department plays a pivotal role in overseeing all hiring endeavors, ensuring departments adhere to legal and equitable practices, and that each hire is the best fit for the services provided.

In the 2022/2023 period, the City, like many other public and private entities, faced a hiring crisis characterized by low application numbers and a scarcity of qualified candidates for open positions.

To address this challenge, the City embarked on comprehensive outreach campaigns and adopted collaborative, innovative strategies to attract and hire qualified candidates.

In 2024/2025, the City has achieved success in hiring qualified individuals for various roles across all departments. This effort remains ongoing, with continued focus throughout the current fiscal year.



IMAGE CREDIT: PORT OF LEWISTON

Creating Economic Opportunity

The following definition is a key focus area of what the City aims to achieve progressively over time.

The City partners with local economic development organizations like Valley Vision, the Chamber of Commerce, and Clearwater Economic Development Association, to help organize and stretch limited resources to prioritize outcomes. The City will take leadership roles to help facilitate outcomes to drive the completion of planned projects.

Two goals from the Strategic Plan within the Creating Economic Opportunity key focus area seek to:

- **Goal 1:** Promote Economic Development Within the City
 - **Strategy:** Utilize Urban Renewal Agency.
 - **Strategy:** Promote reuse of vacant commercial/industrial buildings and land.
- **Goal 2:** Meet the Needs of the Development Community Through Timely and Accurate Permit Reviews

Goal 1: Promote Economic Development Within the City

Strategy: *Utilize Urban Renewal Agency.*

The City's Urban Renewal Agency (URA) is an independent public body established by the City Council in 1999 to spearhead urban renewal initiatives within designated areas. The URA's mission is to bolster economic development by revitalizing vacant, underutilized, or blighted land. Through strategic interventions, such as infrastructure upgrades and property rehabilitation, the URA aims to reinvigorate these areas, thereby increasing their value and tax contributions to the community.

Currently, the URA manages three tax allocation areas:

- Bryden Avenue
- East Orchards Sewer
- Downtown/Normal Hill

One of the key tools at the disposal of the URA is tax increment financing, which enables the agency to capture a portion of the property tax revenue resulting from increased property values within the designated redevelopment area. This revenue is then reinvested back into the area to fund further redevelopment efforts.

Staff have dedicated efforts to enhance communication and transparency surrounding the URA's activities. For example, updated maps and visuals outlining the different allocation areas can be accessed in the large conference room at City Hall and online, facilitating greater awareness and understanding among stakeholders.

Strategy: *Promote reuse of vacant commercial/industrial buildings and land.*

Staff have been actively engaging with property owners to explore potential grants and funding opportunities, with ongoing efforts to sustain these dialogues.

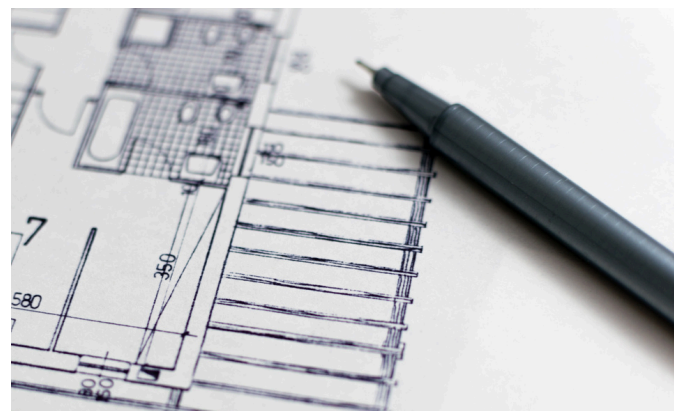
Upcoming tasks include:

- Reviewing existing zoning code land use allowances and restrictions across various zoning districts to broaden the spectrum of permissible uses. This may include accommodating maker spaces, co-working spaces, collocation facilities, small-scale niche manufacturing, and light manufacturing activities.
- Exploring community infrastructure districts to facilitate development and revitalization initiatives.

These tasks commenced in 2024, reflecting our ongoing commitment to fostering a dynamic and sustainable urban environment conducive to economic growth and innovation.

Goal 2: Meet the Needs of the Development Community Through Timely and Accurate Permit Reviews

The City continues to meet a high standard of building permits reviewed on time, reflecting our commitment to efficient service delivery. This success was the result of concerted efforts to streamline internal workflows and enhance operational processes. Another notable initiative involved the collaboration between the Community Development Department and the Public Works Department to enhance front counter service for our valued customers. This partnership led to the creation of a dedicated customer service position, ensuring seamless assistance for customers across both departments in a single location.





Maintaining a Safe Environment

The following definition is a key focus area of what the City aims to achieve progressively over time.

The City trains and equips its first responders to maintain their ability to meet the needs of the community. The City hires and retains quality employees who will earn the respect and trust of our citizens and businesses. The City continues its partnerships with the schools and colleges so that it can be respected and trusted to assist at the program and planning levels to keep the community safe.

Three goals from the Strategic Plan within the Maintaining a Safe Environment key focus area seek to:

- **Goal 1: Enhance the Overall Health and Wellness of Police Department Employees**
 - **Objective:** Reduce the number of work hours lost due to physical and mental health issues.
 - **Strategy:** Assess and improve employee equipment, work environment, and wellness resources.
 - **Task:** Equip field personnel with portable decontamination (Decon) bags.
 - **Task:** Develop and implement an internal marketing plan to promote the department's health app.
- **Goal 2: Dedicate Two Police Officers to the COPS Grant Program**
 - **Objective:** Reduce quality of life complaints in the downtown Lewiston area.
 - **Strategy:** Identify and develop objectives for the two COPS Grant positions.
 - **Task:** Fill two positions with qualified personnel.
- **Goal 3: Provide Necessary Equipment and Training to Protect the Public and Personnel**
 - **Objective:** Ensure essential equipment—such as firearms, less-lethal tools, patrol vehicles, and other necessary gear—is functional and readily available when needed.
 - **Strategy:** Equip patrol officers with high-quality, well-maintained gear and provide the necessary training on its proper use.
 - **Task:** Conduct an assessment of current equipment to identify items that need replacement and establish appropriate replacement intervals. Procure the first batch of updated equipment accordingly.
- **Goal 4: Recruit and Retain Highly Skilled, Well-Trained, and Accountable Fire Department Employees**
 - **Objective:** Establish a suitable training facility for fire department personnel.
 - **Strategy:** Assess and address the training facility needs of both the department and the region.
 - **Task:** Identify and secure land for the construction of a regional fire training facility. Additionally, pursue funding opportunities by preparing and submitting a FEMA Fire Act Grant to support the facility's development.
 - **Objective:** Provide comprehensive and impactful training for all fire department personnel.
 - **Strategy:** Continuously review, refine, and enhance the fire department's training program to ensure effectiveness and relevance.
 - **Tasks:** Develop standardized training procedures for engineers, captains, and battalion chiefs while conducting an annual All-Hands Company Drill to reinforce coordination and readiness, along with multi-company drills to enhance teamwork, response strategies, and operational efficiency.
- **Goal 5: Improve the Overall Health and Wellness of Fire Department Personnel**
 - **Objective:** Enhance the health and wellness of all personnel.
 - **Strategy:** Assess and address the specific health and wellness needs of the department.
 - **Task:** Develop and implement a peer support program to provide emotional and mental health support for personnel.

Goal 1: Enhance the Overall Health and Wellness of Police Department Employees

Objective: Reduce the number of work hours lost due to physical and mental health issues.

Strategy: Assess and improve employee equipment, work environment, and wellness resources.

Task: Equip field personnel with portable decontamination (Decon) bags.

To advance this goal, the Police Department conducted an independent audit in 2024, identifying critical areas for improvement, particularly in providing essential equipment for personnel. One significant outcome was the acquisition of portable Decon bags for field officers. These bags enable officers to decontaminate their equipment, workspaces, and themselves after exposure to hazardous substances. This proactive measure enhances officer safety, reduces health risks, and protects both department personnel and the community they serve.

Task: Develop and implement an internal marketing plan to promote the department's health app.

Following the adoption of a department-wide wellness program in 2024 and health and wellness application, leadership recognized the need for an internal outreach initiative to ensure all employees are aware of and actively using the resource. In 2024, the department developed a structured internal marketing plan to engage employees, educate them about the app's benefits, and encourage participation. Implementation of this initiative is scheduled for 2025, reinforcing the department's commitment to long-term employee health and well-being.

Goal 2: Assign Two Police Officers to the Community Oriented Policing Services (COPS) Grant Program

Objective: Reduce quality-of-life complaints in downtown Lewiston.

Strategy: Define objectives and priorities for the two COPS Grant positions.

Task: Recruit and assign qualified personnel to both positions.

The Community Oriented Policing Services (COPS) program focuses on proactive policing in the downtown Lewiston business district and North Lewiston, addressing concerns related to homelessness, public safety, and overall quality of life. Since its inception, the program has received strong support from residents and business owners.

The COPS program, launched in May 2019 through federal grant funding, is designed to enhance public safety and address community concerns. The grant follows a phased funding model:

- Year 1: 25% city funding, 75% grant funding
- Year 2: 50% city funding, 50% grant funding
- Year 3: 75% city funding, 25% grant funding

The City of Lewiston has assumed full financial responsibility for sustaining the program from year 4 and moving forward. Given its positive impact on the community, the City is committed to maintaining these positions long-term.

Currently, only one of the two COPS positions is filled due to staffing shortages across the department. To ensure the department can respond to calls for service, it has prioritized filling patrol officer positions first. However, with several new officers set to complete training and begin active duty in summer 2025, the department's goal is to fill the second COPS position at that time.



Goal 3: Provide Necessary Equipment and Training to Protect the Public and Personnel

Objective: *Ensure essential equipment—such as firearms, less-lethal tools, patrol vehicles, and other necessary gear—is functional and readily available when needed.*

Strategy: *Equip patrol officers with high-quality, well-maintained gear and provide the necessary training on its proper use.*

Task: *Conduct an assessment of current equipment to identify items that need replacement and establish appropriate replacement intervals. Procure the first batch of updated equipment accordingly.*

The Lewiston Police Department, with the support of grant funding, has purchased suppressed patrol rifles for all sworn officers. Unlike previous models, these rifles significantly reduce the sound of gunfire, providing vital hearing protection for officers. Additionally, the department has acquired Individual First Aid Kits (IFAKs) for all officers. These kits are designed for use in medical emergencies, benefiting both officers and civilians in need of immediate care.

In 2024, the Lewiston Police Department conducted a range of ongoing training sessions for its personnel, including autism awareness training, SWAT training, and multiple leadership development programs. These trainings were designed to enhance professional growth and equip officers with the skills needed to better serve and protect the community.

An interesting fact from the Lewiston Police Department in 2024: there was not a single homicide reported. However, property crimes remained prevalent, including thefts from motor vehicles, vehicle thefts, and home burglaries. The majority of these incidents were entirely preventable, as many resulted from unlocked cars and homes. Simply locking doors could have significantly reduced these crimes.



Looking Ahead

The department is currently working on an initiative to implement License Plate Readers (LPRs) in the city. These automated camera systems capture and analyze images of vehicle license plates, providing valuable support for law enforcement.

LPRs can help police quickly identify vehicles associated with missing children (Amber Alerts) or missing vulnerable adults (Silver Alerts). They can also assist in locating vehicles driven by individuals with outstanding warrants.

Additionally, officers can receive real-time alerts about potentially dangerous individuals or vehicles before making a traffic stop, improving both officer safety and community protection.

This initiative aims to enhance the department's ability to safeguard the community. The project is still in the works, with more updates to come.

Goal 4: Recruit, Train, and Retain Highly Skilled, Well-Trained, and Accountable Fire Department Employees

Objective: Establish a suitable training facility for fire department personnel.

Strategy: Assess and address the training facility needs of both the department and the region.

Task: Identify and secure land for the construction of a regional fire training facility. Additionally, pursue funding opportunities by preparing and submitting a FEMA Fire Act Grant to support the facility's development.

In 2024, the Lewiston Fire Department collaborated with Lewis-Clark State College to identify a suitable location for the construction of a regional fire training facility. The Lewis-Clark Valley Fire Chiefs are jointly developing a grant proposal to secure funding for the project. With the concept agreed upon, work is set to begin in Spring 2025.

Objective: Provide comprehensive and impactful training for all fire department personnel.

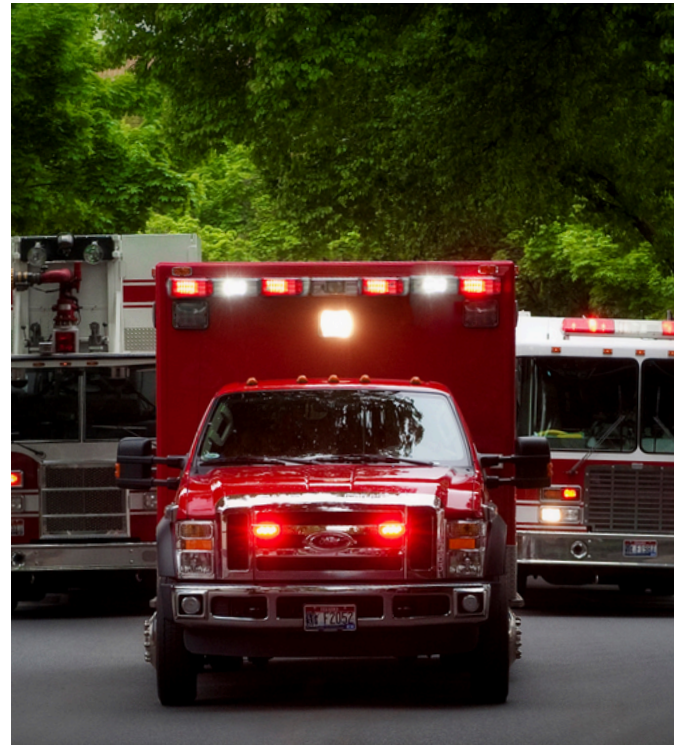
Strategy: Continuously review, refine, and enhance the fire department's training program to ensure effectiveness and relevance.

Tasks: Develop standardized training procedures for engineers, captains, and battalion chiefs while conducting an annual All-Hands Company Drill to reinforce coordination and readiness, along with multi-company drills to enhance teamwork, response strategies, and operational efficiency.

In 2024, the department developed task books for all positions. These are written documents that outline the required competencies, behaviors, and tasks needed for successful

performance in specific fire department positions.

In collaboration with the Facilities Maintenance Division, the department successfully completed the cleanup of Fire Station 1, including the removal of asbestos. Similar initiatives are planned for the future, as several stations are outdated and in need of critical health and safety upgrades.



Goal 5: Improve the Overall Health and Wellness of Fire Department Personnel

Objective: Enhance the health and wellness of all personnel.

Strategy: Assess and address the specific health and wellness needs of the department.

Task: Develop and implement a peer support program to provide emotional and mental health support for personnel.

The department developed a peer support program, selecting and training members to provide support. The program was successfully launched in the summer of 2024.



The Carnegie Library, otherwise known as the original Lewiston City Library, was constructed on the current site of Pioneer Park, where it remains today as a historic landmark. Although it no longer serves as the city's library, the building is still owned by the City of Lewiston. It has been leased to a local business and is maintained through a collaborative effort between the city and the lessee to ensure its preservation. This historic structure was placed on the National Register of Historic Places on June 13, 2018.

Strengthening and Sustaining Our Community

The following definition is a key focus area of what the City aims to achieve progressively over time.

Lewiston is rich with cultural history such as the Nez Perce People and the Lewis and Clark Expedition. Historical amenities, crafted and diligently preserved by generations of community members, abound throughout the area. Lewiston is thoughtful and diligent in preserving its historic buildings and creatively finding viable ways to help preserve the Valley's treasures.

Three goals from the Strategic Plan within the Strengthening and Sustaining Our Community key focus area seek to:

- **Goal 1:** Preserve, protect, enhance, and perpetuate historic buildings, structures, districts, and neighborhoods, which contribute to the cultural and aesthetic benefit of the community; foster civic pride in preservation efforts and promote planning, education, and the stabilization and improvement of the economic value of historic sites.
- **Goal 2:** Preserve, protect, and enhance the history and character of the Normal Hill Cemetery and Arboretum.
- **Goal 3:** Preserve, protect, and make easily accessible historical documents of the City.

Goal 1: Preserve, protect, enhance, and perpetuate historic buildings, structures, districts, and neighborhoods, which contribute to the cultural and aesthetic benefit of the community; foster civic pride in preservation efforts and promote planning, education, and the stabilization and improvement of the economic value of historic sites.

Historic Preservation Commission

The Lewiston Historic Preservation Commission (HPC) was created by the City Council on September 22, 1975, to administer any historic district, site, or area so designated by the City Council. The Commission is a nine-member volunteer group that works on behalf of the City Council to implement its mission of historic preservation and preserve Lewiston's historic footprint.

Goal 2: Preserve, protect, and enhance the history and character of the Normal Hill Cemetery and Arboretum.

Urban Forestry and Cemetery Advisory Commission

The Urban Forestry and Cemetery Advisory Commission is dedicated to the preservation, protection, and enhancement of the rich history and unique character of the Normal Hill Cemetery and Arboretum. Currently, improvements within and around the exterior of the mausoleum and cremation garden area are in the planning stages. Through their concerted efforts, the commission strives to ensure that the Normal Hill Cemetery and Arboretum continue to serve as cherished landmarks that reflect the City's heritage for generations to come.

Updates are currently being made to the Normal Hill Cemetery Master Plan.

Goal 3: Preserve, protect, and make easily accessible historical documents of the City.

In 2023, the City Clerk's Office undertook a significant initiative to gather and preserve over 10,000 historical records. These records encompassed essential documents mandated for permanent retention, such as ordinances, resolutions, vacations, plats, deeds, easements, minute books, and minutes, alongside other documents of historical significance to the city's heritage, such as contracts.

Following digitization, the originals were carefully transported to the Idaho State Archives in Boise, where they will be safeguarded and made available for future generations to study and appreciate, thus enriching our understanding of the City's past and contributing to its historical legacy and promising future.

The City Clerk's office continued this effort in 2024 by extending its recording activities to include contracts dating from 1900 to the present day.





*This document was produced by the City of Lewiston's Public Outreach Office
and published on April 7, 2025.*

COLLECTIVE LABOR AGREEMENT

CITY OF LEWISTON

And

**AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES (AFSCME, Local 1124)**

October 1, 2022 – September 30, 2025

COLLECTIVE LABOR AGREEMENT

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE 1 - PURPOSE AND AUTHORITY	2
ARTICLE 2 - UNION RECOGNITION	2
ARTICLE 3 - MANAGEMENT RIGHTS	3
ARTICLE 4 - STRIKES AND LOCKOUTS	4
ARTICLE 5 - PERSONNEL POLICY	5
ARTICLE 6 - GRIEVANCE PROCEDURE	5
ARTICLE 7 - HIRING/RELEASE	9
ARTICLE 8 - UNION SECURITY	9
ARTICLE 9 - SENIORITY	10
ARTICLE 10 - INVESTIGATION BY UNION REPRESENTATIVE	12
ARTICLE 11 - STANDARD WORK PERIODS, OVER-TIME, CALL OUT, HOLDOVER, AND STANDBY	12
ARTICLE 12 - HOLIDAYS	15
ARTICLE 13 - VACATION	17
ARTICLE 14 - SICK LEAVE	19
ARTICLE 15 - WORKER'S COMPENSATION	20
ARTICLE 16 - FAMILY MEDICAL LEAVE	25
ARTICLE 17 - BEREAVEMENT LEAVE	35
ARTICLE 18 - SAFETY	36
ARTICLE 19 - MILITARY LEAVE OF ABSENCE	37
ARTICLE 20 - WORKING RULES	38
ARTICLE 21 - HEALTH	38
ARTICLE 22 - WAGES	39
ARTICLE 23 - NONDISCRIMINATION CLAUSE	40
ARTICLE 24 - DURATION	41
ARTICLE 25 - SAVING CLAUSE	41
ARTICLE 26 - ENTIRE AGREEMENT	41
ARTICLE 27 - PRODUCTIVITY	41
ARTICLE 28 - DRUGFREE WORKPLACE	42
ARTICLE 29 - CIVIL DISASTER	56
ATTACHMENT - WAGE MATRIX	

*The cover page and table of contents are not part of the following contract.

COLLECTIVE BARGAINING AGREEMENT

PREAMBLE

The Employer recognizes the WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES/AFSCME local 1124 (hereafter Union) as the sole and exclusive bargaining representative in all matters concerning wages, hours, and other conditions of employment for all employees described in the recognition clause.

The Employer shall remain neutral when communicating with employees about Union membership and direct the employee to discuss union membership with a union staff representative.

For current Union members and those who choose to join the Union, the Employer shall deduct once each month all Union dues and fees uniformly levied and shall continue to do so for such time and on conditions set forth in the authorization for payroll deduction regardless of the employee's continued membership in the Union. The Employer shall transfer amounts deducted to Council 2. Authorizations for Payroll Deduction are valid whether executed in writing or electronically.

The union representative shall provide an electronic copy of the Authorization for Payroll Deduction and Representation form (provided by the union) via email to C2everett@council2.com and the City's Payroll department, payroll@cityoflewiston.org, within 10 days of the employee executing the document. The Employer shall provide to the Union (local 1124 representative) monthly a complete list of all bargaining unit dues paying members.

The Employer shall honor the terms and conditions of each employee's authorization for payroll deduction. Whether an employee is a union member or not, the Employer shall continue to deduct and remit Union dues and fees to the Union until such time as the Union notifies the Employer that the dues authorization has been properly terminated in compliance with the terms of the payroll deduction authorization executed by the employee.

The Union shall indemnify the Employer and save the Employer harmless from any and all claims against the Employer arising out of administration of this article so long as the Employer complies with this article.

WITNESSETH

WHEREAS the Union has been selected by nonsupervisory employees of the following: Fleet Services of the Finance Department; Building Services of the Community

Development Department; Engineering, Street Maintenance, Traffic Maintenance, Water, Wastewater, Environmental Program, and Sanitation Services of the Public Works Department; and Parks and Facility Maintenance of the Parks and Recreation Department of the City, as their exclusive bargaining agent; and

WHEREAS the City although under no legal obligation to recognize the Union as exclusive agent of said employees nor to bargain collectively with the union, voluntarily agreed to meet and confer with the representatives of the Union; and

WHEREAS the parties have bargained in good faith with respect to hours and working conditions and desire to reduce their agreement to writing.

NOW, THEREFORE, THE PARTIES AGREE:

ARTICLE 1. PURPOSE AND AUTHORITY

Section 1: Purpose. The purpose of this agreement is to promote and improve relations between the City, its employees and the Union in order to provide the most efficient service to the citizens of the City of Lewiston. It is recognized by the parties that the City is under no legal obligation to bargain with the union, nor to enter into this agreement, but that it does so voluntarily for the purposes stated above.

Section 2: Authority to Sign. The persons signing this agreement certify that they have been authorized by their respective governing body or general membership to execute this agreement on behalf of such entity.

ARTICLE 2. UNION RECOGNITION

The City recognized the Union as the exclusive bargaining agent for the following classifications within the specified departments for the term of this agreement:

<u>Department</u>	<u>Division</u>	<u>Classification</u>
Finance	Equipment Services	Vehicle/Equipment Mechanic Lead Mechanic
Community Development	Building Services	Building Permit Representative
Public Works	Engineering	Engineering Technician Construction Assistant Asset Management Technician
	Street Maintenance	Lead Street Maintenance Technician Street Maintenance Technician Street Maintenance Laborer Utility Locate Technician

		Stormwater Rapid Assessment Technician (temporary)
	Traffic Maintenance	Traffic Services Maintenance Technician
	Water & Wastewater Utilities	Water Plant Operator
		Lead Water Treatment Plant Operator
		Water Distribution System Operator
		Lead Water Distribution System Operator
		Cross Connection Specialist
		Wastewater Plant Operator
		Lead Wastewater Plant Operator
		Wastewater Plant Electrician
		Wastewater Treatment Plant Mechanic
		Wastewater Collection System Operator
		Lead Wastewater Collection System Operator
		Environmental Program Field Technician
		Environmental Program Assistant
	Sanitation	Transfer Station Maintenance Technician
Parks & Recreation	Parks	Parks Laborer
		Parks Maintenance Technician
	Facilities	Facility Maintenance Technician (all specialties)
		Custodian
		Lead Custodian

ARTICLE 3. MANAGEMENT RIGHTS

Section 1: Usual Rights. The City retains all of the customary, usual and exclusive rights, decision making, prerogatives, functions and authority connected with or in any way incident to its responsibility to manage the affairs of the City or any part of it. The rights of employees in the bargaining unit and the Union are limited to those specifically set forth in the agreement, and the City retains all prerogatives, functions and rights not specifically limited by the terms of this agreement. The City shall have no obligation to bargain with the Union with respect to any such subjects or the exercise of its discretion and decision making with regard thereto. Any subjects covered by the terms of this Agreement and any subject which was or might have been raised in the course of collective bargaining are closed to further bargaining for the term hereof.

Section 2: Examples. Without limitation, but by way of illustration, the exclusive prerogatives, functions and rights of the City shall include the following:

- A. To direct and supervise all operations, functions and policies of the Departments in which the employees in the bargaining unit are employed, and operations, functions

and policies in the remainder of the City as they may affect employees in the bargaining unit.

- B. To terminate, combine or reorganize any Department or function of the City for budgetary or any other reason.
- C. To determine the need for a reduction or an increase in the work force and to implement any decision with regard thereto.
- D. To establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials, equipment, uniforms, appearance, methods of procedures, except as specifically provided herein.
- E. To implement new, and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.
- F. To contract or subcontract work as determined by the City.
- G. To assign shifts, workdays, hours of work and work locations, except as specifically provided herein.
- H. To designate and to assign all work duties.
- I. To introduce new duties and to revise job classification and duties within the unit.
- J. To determine the need for and the qualifications of new employees, transfers and promotions.
- K. To discipline, suspend, demote or discharge any employees in accordance with prevailing Personnel Policy of the City, or as specified herein.
- L. To determine the need for additional education courses, training programs, on the job training and cross training and to assign employees to such duties for periods to be determined by the City except as specified herein.

Section 3: Limitation. The exercise of any management prerogative, function or right which is not specifically modified by this Agreement is not subject to the grievance procedure or bargaining during the term of this agreement.

ARTICLE 4. STRIKES AND LOCKOUTS

Section 1: Strikes. The Union shall not cause or authorize any strikes, interruptions of work, refusals to perform assigned duties or "sick out" during the term of this agreement.

Should work interruptions of any kind nevertheless occur, then the Union shall immediately by notice order its members to cease and desist in the stoppage or other interruption and notify the City of this action without delay.

Failure of the Union to comply with the above provisions at the City's initiation shall be subject to a management grievance including arbitration.

Failure of an employee or of employees to obey a Union order to cease and desist from a work stoppage or other work interruption shall be cause for discharge. Such discharge shall be subject to the grievance procedure.

Section 2: Lockouts. There shall be no lockout of employees within the bargaining unit by the City.

Section 3: Picket Lines. Employees within the bargaining unit, while acting in the scope of their employment, shall not honor any picket line established by the Union or any other labor organization when called upon to cross such picket line on essential City business.

ARTICLE 5. PERSONNEL POLICY

The Personnel Policy of the City, as it now exists or may hereafter be amended by the City Council, shall govern except where in conflict with the specific terms of this agreement. The Union will be advised of proposed changes in the Personnel Policy prior to their adoption by the City Council.

ARTICLE 6. GRIEVANCE PROCEDURE

Definition: A grievance is defined as an alleged violation of a specific term or terms of this agreement or a dispute regarding the interpretation of a specific term or terms of the agreement, or the Personnel Policy.

Section 1: Procedure. Disputes or differences arising between the City and the Union and employees of the City, meeting the above stated definition, shall be settled in the following manner.

- A. If a dispute arises, a diligent effort shall be exerted between the supervisor, employee and the steward within ten (10) working days, following the occurrence or knowledge of the situation that causes the complaint or dissatisfaction, to resolve the dispute; also, the Union Representative and the Department Manager will be notified of the dispute, prior to the initial meeting date by the steward and the supervisor respectively.

- B. If the supervisor is not able to resolve the dispute within three (3) working days, the dispute shall be reduced to writing and signed by the complainant, with a copy of such grievance given to the Union and the Department Manager. The written statement shall include a concise statement of the facts together with a statement of the issue involved. Within nine (9) working days after receipt of the written statement, a representative from Human Resources, the Department Manager, the employee and the Union Representative shall meet to further attempt to resolve the dispute.
- C. If the Department Manager is unable to resolve the dispute within three (3) working days, the Union will notify the City Mayor in writing that the grievance has been moved to his/her step. Within fourteen (14) working days of receipt of notice, the City Mayor, the Department Manager, the grievant and the Union Representative shall meet to further attempt to resolve the dispute. The phrase, "in writing", as used in this article means by either email, fax or mail.
- D. If the dispute is not resolved under one of the above steps, then the matter may, within fifteen (15) working days, be referred by either party to expedited mediation arbitration or, alternatively, to conventional arbitration in the process set forth below.

Section 2: Selection of Mediator/Arbiter or Arbiter.

Within fifteen (15) working days following referral of a dispute to procedures under D (above), the two parties' representatives shall either mutually agree upon a mediator arbiter or shall request a list of seven (7) names from the Federal Mediation and Conciliation Service. Selection from the list of names shall be through alternate elimination by each representative of one name in each turn, with the order of selection determined by a coin toss. The person whose name remains shall function as mediator/arbiter or as arbiter, as the case may be. The City and the Union shall share equally the cost of the mediator/arbiter or arbiter. Should either party request a transcript of the hearing, the requesting party shall be responsible for bearing that cost.

Section 3: Expedited Mediation/Arbitration.

Whenever practicable, the Union and the City shall, by mutual agreement, first mediate the dispute in an effort to expedite resolution of the matter and thus provide a speedy answer to the grievant. The mediator/arbiter shall meet with the parties and endeavor to mediate/conciliate a mutually agreeable settlement of the dispute. Should the matter be resolved by mediation, a settlement agreement shall be written and signed by both parties. This agreement shall be binding on both parties. Should mediation not resolve

the dispute, then the mediator shall immediately assume the role and duties of arbiter and convene an informal hearing to determine the facts, followed by a "bench decision". In the informal hearing, briefs, testimony and exhibits shall be waived, except by mutual agreement; a binding "bench decision" shall immediately be rendered following the hearing and shall be summarized later in a written opinion and award, which shall be binding on the grievant, the Union and upon the City.

Section 4: Conventional Arbitration

In dispute of real complexity, including but not limited to, those involving multiple legal questions, or in discharge cases wherein the affected employee so requests in writing, conventional arbitration, rather than expedited mediation/arbitration shall be used.

In the event conventional arbitration is used, the arbiter shall be selected as in Section 2 (above), and shall hold a hearing and render a final and binding award. The arbiter shall receive testimony, exhibits and other evidence and may subpoena and question witnesses.

The arbiter shall timely furnish his/her written opinion and award to the grievant, the Union and to the City.

Section 5. If the grievant fails to present his/her grievance at the appropriate step within the specified time limit, the grievance shall be considered waived and shall not thereafter be subject to consideration under the procedure.

Section 6. Time limits in this Article may be extended by mutual consent, in writing, or by electronic communication and acknowledged by both parties.

Section 7. If appropriate management representatives for the City fail to appear at any of the designated meetings at the designated intervals specified above, the City shall waive its right to dispute the grievance and the matter shall be handled as if the parties involved ruled in favor of the employee who filed the grievance.

Section 8. It is understood the City may use the grievance procedure to allege a Union violation of a specific term of this agreement or to resolve a dispute regarding an interpretation of a term or terms of the agreement. A City grievance shall be presented to the Union Business Representative, within nine (9) working days of its occurrence or knowledge thereof, who shall provide a written response within fifteen (15) working days of receipt of the grievance. City grievances shall follow the steps in the grievance procedure.

Section 9. Both parties jointly and separately agree that the following principles shall pertain and be applied:

- A. In any dispute or complaint, employees shall work now and grieve later, except for those situations where the employee is in a clear and present danger to life and limb.
- B. Grievances should be processed to meet the applicable time limits whenever possible.
- C. Any written grievance shall refer to the Articles or sections of this agreement or in the Personnel Policy alleged to be violated or in dispute, the manner in which a violation has occurred or to the specific nature of the dispute together with a clear statement of the relief(s) requested.
- D. No grievant shall request or be entitled to punitive damages under this agreement. Relief requested shall only intend to make whole the grievant.
- E. Dissimilar grievances shall be submitted to arbitration only one at a time.
- F. While grievances relative to Article 23, Non Discrimination, shall be processed, any such grievance or settlement shall be mitigated by any award obtained as a result of relief procedures under Federal or State law, if the award is the result of the same circumstances alleged in the grievance.
- G. Those items covered in both the personnel policy and contract which are in clear conflict shall only be grievable under the applicable terms and conditions of this contract and not those contained in the personnel policy. Nothing contained in this section is intended to in any way nullify or dilute rights employees may be entitled to under the personnel policy.

Section 10: Meetings. Any meeting required by the above procedure shall, whenever possible, be scheduled outside of normal work hours.

Section 11: Discharge. The City will not discharge an employee without cause. Whenever an employee fails to maintain job certification requirements or when work is unsatisfactory, he or she will receive written notification from his or her supervisor and a copy will be sent to the Union Representative, the Union Steward, the City Mayor and the Department Manager. If the employee's work continues to degenerate or he/she fails to maintain job certification requirements, he or she will be subject to dismissal. Employees may be discharged without notice for such offenses as intoxication and

drinking on the job, dishonesty and conviction of a felony. Any employee affected by this Section may have full recourse under Section 1A (above).

ARTICLE 7. HIRING/ RELEASE

Section 1. Hiring. The City shall send a report of all Union eligible members to the steward on a quarterly basis.

Section 2. Release. The City shall have the right to release any employee without limitation by the Union or this agreement during the introductory probationary period six (6) months. Upon written request of a Department Director, the Mayor may grant an extension of the introductory probationary period up to a maximum of six (6) months beyond the end of the original introductory probationary period.

ARTICLE 8. UNION SECURITY

Section 1: Exempt From Union Membership and Representation are temporary employees (defined in Article 9 SENIORITY, Section 7, Sub-section C).

Section 2: Payroll Deduction. On written authorization from the employees covered by this Agreement, the City will deduct the normal dues required by the Union on the first payroll of the month and shall submit the amount so collected to the Union in a lump sum, together with an itemized statement of the amount collected prior to the 15th day of the month following such collection. The Union will advise the City of any change in Union dues thirty (30) days before the effective date of the change.

Section 3: For the purposes of this Agreement, Union membership shall not be construed as requiring more than tender of periodic dues and initiation fees, or the equivalent.

Section 4: Hold Harmless. At its own expense, the Union agrees to defend, indemnify and hold harmless the City in any suit, order or judgment rendered as a result of the City's action in enforcing Article 8, Union Security.

Section 5: Union Business. Union officer and shop stewards may use City time to adjust or investigate grievances, conduct contract negotiations or meet with senior management as long as such time does not interfere with the efficient operation of the city.

Section 6: with the sole exception of Sections 1 and 3 of this Article, this Article shall not be in effect unless or until modification or repeal of the Idaho "Right To Work" law shall make it unenforceable or until modification or repeal of Federal authority for such law.

If one of the above actions takes place, this section shall be considered null and void and the rest of this Article shall be in effect. If "Fair Share" language or its equivalent is passed at either the state or national levels the parties agree to immediately meet and confer for the purposes of adopting language to comply with such statute.

ARTICLE 9. SENIORITY

Section 1: Seniority Date: Seniority accrued will be based upon the employee's original anniversary date of employment with the City, not the date of this agreement.

Section 2: City Seniority. City seniority shall mean the length of service with the City, irrespective of Department jurisdiction.

Section 3: Department Seniority. Department seniority shall mean the length of an employee's service in one particular Department.

a) When the department modifies the various shifts for operation, department seniority will apply.

Section 4: Effect of Introductory Period. No regular employee shall acquire any seniority rights until he/she has been employed by the City for six (6) months. After the expiration of said six (6) months, seniority shall date from the time when such employee began working for the City.

Section 5: Vacation Seniority. City seniority shall apply in computing earned vacation time.

Section 6: Layoff, Rehire, Transfer and Promotions. Department seniority shall apply in case of layoffs, rehiring and advancement, except that the employee's skill, ability and performance record including attendance shall be given consideration. It is the intention of the City to encourage the promotion of permanent employees where these employees meet the job requirements. Qualified employees in said Department will be given preference for said positions, skills, abilities, and performance record being equal.

Whenever there shall be a need for a lay-off(s) of employee(s) covered by this Agreement, the City may lay-off one member of the bargaining unit, in accordance with other provisions of this section. Should more lay-offs within the bargaining unit be necessary, the City shall terminate two (2) temporary employees for each additional bargaining unit lay-off as long as any temporary positions remain.

Section 7: No Loss of Seniority. There shall be no loss of seniority in cases of.

- A. Employees who may be necessarily absent from work for personal reasons, such absences to be with the consent of the City.
- B. Layoffs by the City provided the employee leaves a permanent address with the Union and the City.
- C. Temporary employees shall be defined as persons hired for seasonal work of not more than eight (8) months in a calendar year.
- D. City seniority shall not be lost when one employee transfers from one department to another.
- E. In the event an employee voluntarily transfers from one Department to another, said employee shall acquire a new seniority date under Department Seniority as provided in Section 3 above from the date of transfer. This subsection will in no way restrict the City from assigning employees on temporary work in excess of thirty (30) days from one Department to another; said employee on temporary work assignment shall retain their full Department Seniority rights.
- F. This article applies to City Seniority and Department Seniority only and shall not affect the benefits or rights of the municipal employee under the Idaho State Retirement System.

Section 8: Loss of Seniority. Seniority shall be lost for any of the following reasons.

- A. Voluntary termination;
- B. Discharge for just cause;
- C. Layoff in excess of twelve (12) months;
- D. Failure, following a layoff, to return to work within fourteen (14) days after the City has notified the employee to return to work. Employee shall be responsible to furnish the City with a telephone number and current address where he or she can be contacted;
- E. Abandonment of Duties. Absences from normal working days, whether whole or partial, will be considered unauthorized leave. Unauthorized leave of three (3) or

more days, consecutive or not, during which an employee has not reported to work, provided that extenuating circumstances have not prevented the employee from complying with this requirement, shall be cause for automatic termination of employment. Unauthorized leave may not be filled using accrued leave and will result in a deduction in pay equivalent to the amount of the absence.

Section 9: Personnel Files. Each individual will have access to his or her personnel files at reasonable times. All information contained in such files will be subject to the individual employee's review.

Any written documentation related to performance, behavior, or discipline placed in the employee's official personnel file shall be reviewed by the employee and shall be initialed and dated by the employee and the person preparing the item.

ARTICLE 10. INVESTIGATION BY UNION REPRESENTATIVE

Section 1: Access to Job Site. An authorized representative of the union shall be allowed admission at reasonable times and places, to any City job site involving employees covered by this agreement, for the purpose of investigating conditions on the job with minimal interruption of the City's operation. The Union representative shall notify the supervisor in charge, if available.

Section 2: Stewards. The Union shall submit in writing the names of its stewards and such changes of stewards as may occur from time to time to the City and the City shall recognize such stewards selected by the Union. The authority of the job steward so designated by the Union shall be limited to, and shall not exceed, the investigation and presentation of complaints to the City's designated representative which he or she believes to be in violation of the collective bargaining agreement. The number of stewards shall not exceed four (4).

ARTICLE 11. STANDARD WORK PERIODS, OVERTIME, CALL OUT, HOLDOVER AND STANDBY

Section 1: Standard Work Periods. The standard work day for employees shall be eight (8) or ten (10) hours and the standard work period shall be forty (40) hours to be worked within seven (7) consecutive days beginning at 12 a.m. on Saturday and ending at midnight Friday. Upon the request of a Department Manager, the City Mayor may designate other working hours for employees when, in his/her opinion, the best interest of the City may be served by such readjustment of standard work hours. Employees may

voluntarily agree to work a nine hour shift, if this shift is made available to them by the City.

Employees assigned a regular shift that includes either Saturday or Sunday, their first day off will be considered Saturday and the second day will be Sunday.

The City shall notify the affected employee at least ninety six (96) hours in advance of any readjustment of regular work schedules except under emergency circumstances as described by Article 29.

Section 2: Overtime. Overtime, except as otherwise provided herein, shall be defined as any time worked over forty (40) hours in a work period as defined by Section 1 of this Article. Authorized overtime shall be compensated at the rate of one and one half (1 1/2) times the straight time hourly rate except that work performed on Sundays or recognized holidays, shall be compensated at double the regular rate of pay for those employees whose regular work schedule does not include Sundays or recognized holidays. Overtime shall be paid as follows: For less than one-half (1/2) hour, regular overtime rate of one-half (1/2) hour; one-half (1/2) hour or more shall be computed to the next full hour. No employee will be required to work over fourteen (14) continuous hours except in an emergency.

Voluntary Directed Time Off: Where an employee is required by his/her supervisor to work beyond the employee's regular work hours during a forty (40) hour work week, the employee may volunteer to take directed time off, within the same work week, if requested by the supervisor in question.

If an employee elects to receive compensatory time instead of overtime, that employee shall receive one and one half (1 1/2) hours compensatory time for each hour overtime worked. It is understood that an employee may not accumulate more than one hundred twenty hours (120) compensatory time. Hours accumulated in excess of this maximum shall be paid as overtime. All other compensatory time shall be taken at a time of the employee's choosing upon the prior approval of the employee's supervisor as long as this time does not interfere in the efficient operation of the City. An employee may cash out all or part of unused comp time with two weeks prior notice to the payroll department.

Absences compensated through the use of sick leave, vacation, holidays or compensatory time shall be included in hours worked to determine hours worked for purposes of paying for hours worked in excess of forty (40) hours in a work period.

Section 3: Call Out. A call out is defined as a requirement for the employee to return to work outside of his/her regularly scheduled work shift. Early reporting to or hold over from a regular work shift shall not constitute a call out and the employee shall not be entitled to the two (2) hour call out minimum. When it is necessary to call out employees for overtime work, minimum payment for each call out shall be two (2) hours pay at one and one half (1-1/2) times the employee's regular rate of pay. Subsequent service requests occurring during any call out period while the employee is still on the job shall be paid at the normal overtime rate. Overtime in excess of two (2) hours shall be paid as follows: For less than one half (1/2) hour, regular overtime rate of one half (1/2) hour; one half (1/2) hour or more shall be computed to the next full hour.

Section 4. Standby. Standby employees scheduled on standby over their normal weekend shall be guaranteed a minimum of four (4) hours straight time for each twenty four (24) hours so assigned. Employees scheduled on standby during their normal work week shall be guaranteed a minimum of one (1) hour straight time pay for each six (6) hour period. When called to work during standby periods, the employee will receive a minimum credit of two (2) hours for each call out, to be compensated as provided in Section 3 of this Article. When assigned to standby, an employee shall check out a cell phone for the standby assignment and shall respond within thirty (30) minutes of receiving a call to work. During call out, an employee may be assigned to perform another needed task during the call out period in addition to the original call out problem.

If there are not adequate qualified volunteers available to work standby, as determined by the City, the City may require an appropriate number of employees to work standby, as determined by the City.

Section 5: Distribution. Overtime shall be distributed among the employees of each department as equitable as possible.

Section 6: Sanding and Snow Removal. Employees working twelve (12) hours or more during street sanding or snow removal operation shall be furnished a meal at City expense. Location and amount provided is at the discretion of the Department Manager. Personnel on the night shift, 7 p.m. to 7 a.m., during street sanding and snow removal operations, shall receive \$.75 per hour in addition to their base pay for six (6) consecutive pay periods in the winter months, beginning in December and ending in February. Pay periods are to be determined by the Finance Department. This will compensate these employees for all winter storm responses regardless of how few or many responses are required in the season, and regardless if the events happen outside the defined 6 pay periods.

Section 7: Shift Differential. Water Treatment Plant Operators shall receive \$1.50 per hour in addition to their base pay for 10 consecutive pay periods in summer months, beginning in May and ending in September. Pay Periods are to be determined by the Finance Department. This will compensate these employees for assigned night shifts during high usage season regardless if night shift occurs outside these defined 10 pay periods. Water Treatment Plant Operators only actively working will receive this shift differential.

Traffic or Street Maintenance Technicians assigned to summer night time shift work, shall receive \$2.00 per hour in addition to their base pay for all pay periods in which they are assigned to that shift. Night time shifts must be assigned by whole pay periods. The Street Maintenance Manager is responsible for communicating these shift assignments to the Finance Department via a Change of Status form.

Shift differential for Street nighttime sweeping has been incorporated in the Street Maintenance Technician base pay effective October 1, 2022.

Section 8: Clean up. Employees shall be allowed fifteen (15) minutes for clean-up prior to shift end as is the practice current at the time of this agreement.

Section 9: Break and Lunch Periods. Employees shall be afforded two fifteen minute breaks during work shifts. Breaks shall be as close to the midpoint of the first half of each shift and the last half of each shift as possible. If an employee misses a break or lunch period due to an emergency situation and a reasonable effort is made to contact the appropriate supervisor, or an employee misses a break or lunch period for the convenience of the City, such employee shall be allowed to take the break or lunch later that shift or as an adjunct to his/her breaks, lunch or cleanup time on the next shift at the discretion of management. Where employees in a given department have previously scheduled breaks so as to avoid summer heat by shortening the length of the working day, or for other reasons, these practices shall be allowed to continue as in the past.

ARTICLE 12. HOLIDAYS

Section 1: Regular Holidays for Pay Purposes. The following holidays are recognized as paid municipal holidays for covered personnel: New Year's Day, Idaho Human Rights Day/MLK Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve Day, Christmas Day, one (1) day of the employee's choice (floating holiday), and any other day declared a holiday by the Governor of the State of Idaho in response to a specific event or Presidential Declaration, i.e. a day of mourning for a sitting President. An employee

eligible for holidays shall not receive holiday pay if the employee is on leave without pay status.

To be eligible for a paid holiday of his or her choice, (floating holiday), the employee must:

- A. Complete their introductory period.
- B. Request and receive approval in advance from their supervisor to have the day of their choice off with pay. These holidays must be used during the calendar year.

Employees shall be allowed either the day after or the day before Thanksgiving as a paid holiday. Employees shall also be allowed either December 24th or December 31st as a paid holiday. The City Mayor shall determine which of these days an employee shall have off; his/her decision being made on the needs for the efficient operation of the City.

Where any day recognized as a holiday by the City falls on a Sunday, the following Monday shall be considered the holiday. When any day recognized as a holiday by the City falls on a Saturday, the preceding Friday shall be considered the holiday. Some divisions may require modification of City-wide holidays based on operation and needs of the City, when the Christmas Holiday falls on Friday-Saturday, or a Sunday-Monday combination. Employees whose normal work week schedule includes a Saturday and/or Sunday shall observe the holiday on the actual day it falls.

Section 2: Working on Holidays.

- A. Employees who are regularly scheduled to work on designated holidays except Thanksgiving and Christmas will receive double their regular rate of pay for their standard work day. Those employees who are regularly scheduled to work on Thanksgiving and Christmas Day shall receive double their rate of pay for their standard work day in addition to their regular rate for a standard work day.
- B. Those employees who are regularly scheduled off on a designated holiday will receive their regular rate of pay for a standard work day or the employee may choose an alternate day off prior to the end of the next pay period.
- C. Other employees who are not regularly scheduled off, but are assigned to work on designated holidays will receive double time their regular rate of pay for all hours worked. At no time will triple time be paid to any employee, except as noted above.

Section 3: Abuse of Holidays. Each employee shall report to work the day before and the day after any holiday or he or she shall not be paid for it. The use of sick leave on the day before or after holidays will require satisfactory justification when requested by the supervisor.

ARTICLE 13. VACATION

ELIGIBILITY

Regular Full time employees shall earn accrued Vacation Leave each pay period based on the below schedule. Regular Part-Time employees who work 20 hours or more per week, 52 weeks of the year, with consistently the same hours and schedule shall earn Vacation Leave prorated to the amount of hours the employee works. As an example, a regular part-time employee who works 32 hours each week (80% of a 40-hour work week), will accrue 80% of the vacation hours outlined in the below schedule. Employees can take vacation based on hours accrued and subject to the Department Director's approval. Paid vacation shall not exceed the amount of vacation time the employee has actually accrued. Temporary and Part Time employees working less than 20 hours per week or inconsistent hours shall not earn vacation. An employee is not eligible to earn Vacation Leave while in an unpaid leave status or on extended leave of absences greater than 12 weeks, even if utilizing accrued leave.

Years of Service	Annual Hours Earned	Hours Earned per Pay-Period	Maximum Accrual Limit
1 - 4	96 hours	3.692	192
5 - 9	120 hours	4.615	240
10 - 14	160 hours	6.154	320
15 - 19	176 hours	6.769	352
20 +	200 hours	7.692	400

USE OF VACATION

The time that an employee may use accrued Vacation Leave and the amount to be taken at any one time require prior approval by the Department Director and/or Division Manager with due regard for the wishes of the employee and particular regard for the needs of the City. Paid Vacation Leave shall not exceed the amount of vacation time the employee has accrued.

It is the employee's responsibility to request Vacation Leave from their supervisor as per their department's established procedure. Employees shall be allowed to accumulate up to twice their annual earned vacation. Hours may be accumulated over the maximum accrual limit each year until December 31st. As of December 31st each year any vacation leave over an employee's maximum accrual limit will automatically be removed. Removal of vacation leave over an employee's maximum accrual leave will be reflected on the second pay-period of January each year. Those hours that exceed an employee's maximum limit after December 31st of each year will be lost and cannot be utilized. The Mayor may extend earned limits when circumstances justify the extension.

Employees are prohibited from working for the City while taking Vacation Leave. FLSA exempt employees shall only be allowed to use Vacation Leave in increments equal to the length of his/her regular workday.

If an employee exhausts their accrued Vacation Leave they are not allowed to use Sick Leave, unless the employee is off work due to a Sick Leave related event or Family Medical Leave, and has received supervisor approval. An employee may utilize earned Compensatory time, earned Wellness Day, Floating Holiday, or request Leave without Pay when Vacation Leave is exhausted.

An employee who is granted Military Leave exceeding 180 calendar days may request payment for accrued Vacation Leave that remains unused. If the employee chooses to not receive payment for their accrued Vacation Leave or if their leave is less than 180 calendar days, then their accrued leave will be available to them to use when they return from leave at the same balance as when the employee went on Military Leave.

VACATION ACCRUAL DURING LEAVES OF ABSENCE

Employees do not accrue vacation during an unpaid leave of absence. Vacation accruals recommence when the employee returns to work.

HOLIDAYS OCCURRING DURING VACATION

If an observed City holiday occurs during an employee's scheduled vacation, no deduction from accrued vacation will be made for the holiday. An employee may add to their vacation period by using the holiday in place of accrued vacation time.

VACATION FOR FAMILY CARE AND MEDICAL LEAVE PURPOSE

Employees who request family care or medical leave pursuant to The City's FMLA policy generally must apply any accrued vacation pay to the unpaid portion of their family or medical leave, as permitted by law; please see Human Resources for more information.

VACATION PAY AT SEPARATION

Upon separation from working for the City, employees shall be paid for earned vacation up to the employee's maximum accrual limit or within the limits of any applicable collective bargaining agreement.

In the event of the death of an employee, pay for earned vacation shall be paid to the beneficiary the employee has designated. Such designation shall be in writing, signed by the employee and filed with Human Resources. In the event that an employee has not designated a beneficiary, the payment shall be made to the estate of the employee.

ARTICLE 14. SICK LEAVE

Sick Leave is a benefit to provide relief to the employee when an illness or injury prevents the employee from working productively or safely, or when an immediate family member's (spouse/domestic partner, child, and parent) illness presents no practical alternative for necessary care. Sick leave shall be requested only in cases of actual sickness or disability, medical or dental treatment, and Bereavement Leave. The employee requesting sick leave shall notify his/her supervisor or Department Director at least one (1) hour prior to time set for reporting to work. Sick leave with pay shall not be allowed unless the employee has accrued sick leave and his/her Department Director has approved such payment.

For the purpose of this policy domestic partner is defined as someone who meets the criteria as listed in Section 601 Benefits of the City Personnel Policy.

ELIGIBILITY

Regular employees shall be eligible to accrue sick leave. Regular Part-Time employees (scheduled 52 weeks per year and work 20 hours or more per week) shall be eligible to accrue sick leave in the same proportion as their regularly scheduled work hours per week are to a forty (40) hour work week. Temporary employees, and part time employees who work less than 20 hours per week shall not earn sick leave.

EARNED SICK LEAVE

Sick leave earned for regular Full-time employees shall be earned at the rate of eight (8) hours each calendar month that an employee has worked regularly scheduled hours and/or has been on an authorized leave that provides for full pay for at least ten (10) working days in that month. Regular Part-Time employees who work 20 hours or more per week, 52 weeks of the year, with consistently the same hours and schedule shall earn Sick Leave prorated to the amount of hours the employee works. An employee is not

eligible to earn Sick Leave while in an unpaid leave status, or on an extended leave of absence greater than 12 weeks even if utilizing accrued leave.

USE OF SICK LEAVE

Sick leave may be requested and used as approved by the Department Director or the Mayor. FLSA exempt employees may use sick leave in half-day increments per FLSA laws regarding public employees. The City may require the employee to provide a doctor's note, or require, at the City's expense, an independent review of reported illness by a competent medical authority. In cases of illness, disability, or injury, when an employee has exhausted his/her Sick leave, he/she may request earned Vacation Leave and/or Compensatory hours be used. If an employee has exhausted all available sick leave under this policy, The City reserves the right to apply accrued Vacation or PTO for any absences related to the outlined sick leave usage above.

ACCUMULATION AND SICK LEAVE BENEFITS UPON SEPARATION

Sick leave may be accumulated up to nine hundred sixty (960) hours. Employees who separate from the City in good standing after five (5) years of service will be eligible for payment of twenty-five percent (25%) of their earned sick leave to a tax-free medical expense reimbursement account (VEBA).

An employee who meets the PERSI retirement age requirements and retires in good standing from the City is eligible for payment of thirty-five percent (35%) of his/her earned sick leave into a tax-free medical expense reimbursement account (VEBA). "In good standing" is defined as an employee that has been subject to a reduction in force (layoff) or has resigned and given a written notice of at least fourteen (14) calendar days prior to the effective date of their resignation or as otherwise approved by the Mayor.

ARTICLE 15: WORKER'S COMPENSATION

Providing the best care to our injured employees is our highest priority. The City of Lewiston has established the following procedures for treatment of industrial injuries, as provided by Title 72, Idaho Code. Employees who sustain work-related injuries are required to stay within the following established network of healthcare providers for the care and treatment of workers' compensation claims. Exceptions to this policy must have the prior approval of the Risk Manager or Human Resources Director.

ACCIDENT REPORTING PROCEDURES

1. If the injury occurs while at work, the employee will immediately report the injury to their direct supervisor. If the supervisor or manager is not available, the injured employee is required to report the injury to the person "in charge."

2. An Accident Report must be filled out and submitted to the Risk Manager or Human Resources Director as soon as possible, but no later than three (3) days of the accident/injury. An employee could lose all benefits if they wait longer than 60 days to report their injury.
3. Report ALL injuries – even minor injuries. To protect your right to receive worker’s compensation benefits, the employee must report any job-related injury or disease to the employer.
4. Supervisors must fill out an Accident Investigation Form which is intended to identify accident root causes and to determine any action necessary to prevent recurrence.
5. If the injury requires emergent treatment or has the potential of causing loss of limb, sight or life, the supervisor or the person in charge will have the employee immediately transported, by ambulance, to St. Joseph Regional Medical Center (SJPMC).
6. If the injury does not fit within the description of Step 5 (above), but does require treatment or time away from work, the City of Lewiston’s Occupational Health Care Provider is Valley Medical Express Care located at 2318 Vineyard Avenue. Express Care is open Monday through Saturday from 7:00 a.m. to 7:00 p.m. and from 12:00 Noon to 5:00 p.m. on Sunday. Dr. Cheryl Mallory is generally providing occupational medical services on a full-time basis, Monday through Friday, from 8:00 a.m. to 5:00 p.m. However, it may be another provider on duty. Occupational Medicine is located on the second floor of Valley Medical Center. As an alternative to Express Care, an injured employee may call to make an appointment with Dr. Mallory, or if immediate attention is needed, may check in at the front desk for availability. If the accident occurs at a time services at Valley Medical are not available, please report to St. Joseph Regional Medical Center’s Emergency Department.
7. The employee must inform their supervisor and provide either the Risk Manager or Human Resources Director with any work status/restriction updates received from the physician.
8. Employees sustaining on-the-job injuries requiring treatment are required to make an appointment with the Risk Manager or Human Resources Director on the next regular work day (if injury permits). During this appointment, any additional information necessary to file the Worker’s Compensation Claim with Intermountain Claims, Inc. (TPA) and the Industrial Commission will be obtained.

REFERRALS AND RETURN APPOINTMENTS WITH HEALTH CARE PROVIDERS

Before making or keeping any appointment for consultation or referral for treatment, the employee must communicate the need and receive authorization from Intermountain Claims, the Risk Manager or the Human Resources Director.

REFUSING TREATMENT

Refusal to follow prescribed physician-ordered treatment may be grounds for denial of benefits under Worker's Compensation Law.

BENEFITS

1. Under Idaho Workers Compensation law, employees do not receive income benefits for the first five (5) days they are off work due to an injury, unless the injury requires overnight hospitalization or the time loss exceeds 14 days.
2. The City of Lewiston requires employees to use sick leave during the first five (5) day waiting period. If the on-the-job injury requires overnight hospitalization, no sick leave will be charged.
3. If the leave exceeds fourteen (14) days, the first five (5) day waiting period charged to sick leave will be returned.
4. In the event of a work related disability in which the employee is unable to return to work beyond five (5) days the employee will be paid approximately sixty-seven (67%) percent of their regular wages from Workers Compensation. The employee can choose to supplement their Workers Compensation benefit with approximately thirty-three (33%) sick leave, or vacation or compensatory time if sick leave is exhausted. The combined total of Workers Compensation and accrued leave is not to exceed one hundred (100%) percent of the pay which the employee would otherwise be entitled.

RETURN TO WORK

It is the policy of the City of Lewiston to allow employees who have been seriously injured or who are seriously ill to return to their full responsibilities as soon as they are able to perform the essential functions of their job.

Purpose

- A. To ensure that employees are able to return to either their full responsibilities or to temporary light duty work, as soon as it is appropriate, after a serious illness or injury.
- B. To protect the employee from further injury or illness resulting from returning to work too early.
- C. To protect the city from potential workers' compensation liability resulting from requiring or allowing an employee to perform functions which should not be performed due to medical limitations.
- D. To ensure that reasonable accommodations are made for employees where appropriate.
- E. To discourage abuse of illness leave.

Guidelines

- For purposes of this policy, “serious injury or illness” shall mean any injury, illness or medical condition which is serious enough to affect the performance of any essential function of the job, as determined by the city. The determination shall be made by the employee’s department manager or his/her designee, in consultation with the Risk Manager or Human Resource Director.
- When an employee has had a serious injury or illness, whether work related or not, the employee shall not return to work until a physician who has treated or examined the employee releases the employee for a return to work. The release shall specifically address the physical capabilities of the employee and shall unequivocally state the physical restrictions, if any, the employee has. Both the employee and the city have rights and obligations for providing and receiving releases from treating physicians.
- Employees are responsible for obtaining and submitting detailed information from their physician concerning their injury or illness. This information must be provided to the city in a timely manner and will include the physician’s recommendation as to whether the employee may return to full or light duty, or should remain off work. If any physical restrictions are placed on the employee, they must be listed in sufficient detail for the city to make an informed decision regarding the employee’s suitability to return to work. The city must also be notified of all follow-up appointments with any medical provider who will provide treatment for the injury or illness. The injured employee should follow the procedure outlined below:
- Tell your doctor that the City of Lewiston has a return to work program and ask the following questions:
 - Can I return to my original job with no changes?
 - Can I return to my original job under special conditions, such as reduced work hours or using modified equipment?
 - Can I return to work doing an alternative job assignment, if one can be made available to me?
- Have your doctor complete a Return to Work Form, which lists the employee’s medical restrictions and current capabilities. Have your doctor update this form each time you have an appointment. (If you are unable to personally deliver the completed form to the Risk Manager or Human Resources Director, you should ensure that it is either e-mailed, faxed or mailed promptly.)
- Failure of the employee to provide the required information may result in the city’s representative contacting the treating physician and obtaining necessary information. The city will not, under any circumstances, place an employee in a work situation where they must perform physical activities that exceed their physical restrictions. Work assignments will remain the right of the city; however, employees are encouraged to discuss any concerns they may have about work assignments and/or physical limitations with their supervisor.

- If the City or the Worker's Compensation Third Party Administrator (TPA) has reason to believe, based on knowledge of the type of injury or illness, observation of the employee, or any other physical evidence or information, that the employee may not be able to perform the essential functions of his/her job, the TPA may require the employee to undergo a job-related independent medical examination (IME) by a physician selected by the TPA.
- In cases where the physician(s) performing the IME has a different opinion than the employee's treating physician, the decision of the TPA will prevail.
- Before the employee returns to work, the physician release and the employee's return must be approved by the employee's department manager or his/her designee and the Risk Manager. The decision to approve the release shall be made based upon all of the information available to the city regarding the job and the employee's medical condition. The release shall be included in the employee's Workers Compensation Medical File.
- The city shall allow the employee to return to full duties once the release has been submitted and approved. Employees are encouraged to pursue any recommended therapy in order to accelerate their return to work.
- Employees returning to work after a serious injury or illness are expected to perform all the required functions and duties of their job.
- In cases where an employee cannot return to full duty because of limitations caused by the serious injury or illness, the city may allow a return to temporary light duty for a period of time not to exceed six (6) months, in cases where (1) there is legitimate light duty available without displacing another employee, (2) the employee is qualified to do the light duty, and (3) the employee's physician releases the employee to perform the light duty. In unusual cases, such as where the employee is undergoing therapy and the employee is an active and committed participant in the therapy and the expectation of a recovery allowing the full performance of the essential job functions is verified by the employee's physician, the light duty may be extended upon approval by the Mayor. In no case will the extension of light duty exceed an additional two months.
- At the end of the temporary light duty assignment, or in cases where there is no light duty available, the following options are available to the employee:
 - A. Return to work in the same job held previously, performing the full duties of the job, with a physician's release as required above.
 - B. Reassignment to another position available in the city, for which the employee possesses the minimum qualifications, and the essential functions of which the employee is able to perform. Availability shall be determined by the human resources director and the department manager(s) involved. Reassignment to a position in a different department must be approved by the Mayor.

- C. Return to the same job held previously with reasonable accommodations to help in the performance of the essential functions, as set forth below.
- D. Medical leave of absence (either using accrued leave or workers' compensation benefits, or without pay if benefits or leave have been exhausted or are not applicable).
- E. Apply on a competitive basis for any open position in the city.
- F. Retirement or other separation from city employment.
- The city shall make reasonable accommodations for the performance of essential functions by employees who have suffered a qualifying disability under the ADA. Reasonable accommodations do not include creating another position or having another employee perform the essential functions of a position but may include changes in the physical or functional work methods or the work conditions or environment.

ARTICLE 16: FAMILY MEDICAL LEAVE

The City will provide Family and Medical Leave to its eligible employees. The City posts the mandatory FMLA Notice in each City building and upon hire provides all new employees with notices required by the U.S. Department of Labor (DOL) on Employee Rights and Responsibilities under the Family and Medical Leave Act.

The function of this policy is to provide employees with a general description of their FMLA rights. In the event of any conflict between this policy and the applicable law, employees will be afforded all rights required by law. If you have any questions, concerns, or disputes with this policy, you must contact the Human Resource Director in writing.

GENERAL PROVISIONS

Under this policy, the City will grant up to 12 weeks (or up to 26 weeks of military caregiver leave to care for a covered service member with a serious injury or illness) during a 12-month period to eligible employees. The leave may be paid, unpaid or a combination of paid and unpaid leave, depending on the circumstances of the leave and as specified in this policy.

ELIGIBILITY

To qualify to take family or medical leave under this policy, the employee must meet all of the following conditions:

1. The employee must have worked for the City for 12 months or 52 weeks. The 12 months or 52 weeks need not have been consecutive. Separate periods of employment will be counted, provided that the break in service does not exceed seven years.

Separate periods of employment will be counted if the break in service exceeds seven years due to National Guard or Reserve military service obligations or when there is a written agreement, including a collective bargaining agreement, stating the employer's intention to rehire the employee after the service break. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week or if the employee is on leave during the week.

2. The employee must have worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave. The 1,250 hours do not include time spent on paid or unpaid leave. Consequently, these hours of leave should not be counted in determining the 1,250 hours eligibility test for an employee under FMLA.
3. The employee must work in a worksite where 50 or more employees are employed by the City within 75 miles of that office or worksite. The distance is to be calculated by using available transportation by the most direct route.

TYPE OF LEAVE COVERED

To qualify as FMLA leave under this policy, the employee must be taking leave for one of the reasons listed below:

1. The birth of a child and in order to care for that child.
2. The placement of a child for adoption or foster care and to care for the newly placed child.
3. To care for a spouse, child or parent with a serious health condition (described below).
4. The serious health condition (described below) of the employee.

An employee may take leave because of a serious health condition that makes the employee unable to perform the functions of the employee's position. This includes leave taken due to a worker's compensation claim that makes the employee unable to perform job functions.

A serious health condition is defined as a condition that requires inpatient care at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or a condition that requires continuing care by a licensed health care provider.

This policy covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, a chronic or long-term health condition that would result in a period of three consecutive days of incapacity with the first visit to the health care provider within seven days of the onset of the incapacity and a second visit within 30 days of the incapacity would be considered a serious health condition.

For chronic conditions requiring periodic health care visits for treatment, such visits must take place at least twice a year.

Employees with questions about what illnesses are covered under this FMLA policy or under the City's sick leave policy are encouraged to consult with the Human Resource Director.

If an employee takes paid sick leave for a condition that progresses into a serious health condition and the employee requests unpaid leave as provided under this policy, the City may designate all or some portion of related leave taken as leave under this policy, to the extent that the earlier leave meets the necessary qualifications.

5. Qualifying exigency leave for families of members of the National Guard or Reserves or of a regular component of the Armed Forces when the covered military member is on covered active duty or called to covered active duty.

An employee whose spouse, son, daughter or parent either has been notified of an impending call or order to covered active military duty or who is already on covered active duty may take up to 12 weeks of leave for reasons related to or affected by the family member's call-up or service. The qualifying exigency must be one of the following:

- a. short-notice deployment
- b. military events and activities
- c. child care and school activities
- d. financial and legal arrangements
- e. counseling
- f. rest and recuperation
- g. post-deployment activities, and
- h. additional activities that arise out of active duty, provided that the employer and employee agree, including agreement on timing and duration of the leave.

Eligible employees are entitled to FMLA leave to care for a current member of the Armed Forces, including a member of the National Guard or Reserves, or a member of the Armed Forces, the National Guard or Reserves who is on the temporary disability retired list, who has a serious injury or illness incurred in the line of duty on active duty for which he or she is undergoing medical treatment, recuperation, or therapy; or otherwise in outpatient status; or otherwise on the temporary disability retired list. Eligible employees may not take leave under this provision to care for former members of the Armed Forces, former members of the National Guard and Reserves, and members on the permanent disability retired list.

In order to care for a covered service member, an eligible employee must be the spouse, son, daughter, or parent, or next of kin of a covered service member.

- a. A “son or daughter of a covered service member” means the covered service member’s biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered service member stood in loco parentis, and who is of any age.
- b. A “parent of a covered service member” means a covered service member’s biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the covered service member. This term does not include parents “in law.”
- c. Under the FMLA, a “spouse” means a husband or wife, including those in same-sex marriages, which were made legal in all 50 United States as of June 26, 2015.
- d. The “next of kin of a covered service member” is the nearest blood relative, other than the covered service member’s spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the service member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered service member has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made, and there are multiple family members with the same level of relationship to the covered service member, all such family members shall be considered the covered service member’s next of kin and may take FMLA leave to provide care to the covered service member, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered service member’s only next of kin. For example, if a covered service member has three siblings and has not designated a blood relative to provide care, all three siblings would be considered the covered service member’s next of kin. Alternatively, where a covered service member has a sibling(s) and designates a cousin as his or her next of kin for FMLA purposes, then only the designated cousin is eligible as the covered service member’s next of kin. An employer is permitted to require an employee to provide confirmation of covered family relationship to the covered service member pursuant to § 825.122(k).

“Covered active duty” means:

- a. “Covered active duty” for members of a regular component of the Armed Forces means duty during deployment of the member with the Armed Forces to a foreign country.
- b. (2) Covered active duty or call to covered active duty status in the case of a member of the Reserve components of the Armed Forces means duty during the deployment of the member with the Armed Forces to a foreign country under a Federal call or

order to active duty in support of a contingency operation, in accordance with 29 CR 825.102.

The leave may commence as soon as the individual receives the call-up notice. (Son or daughter for this type of FMLA leave is defined the same as for child for other types of FMLA leave except that the person does not have to be a minor.) This type of leave would be counted toward the employee's 12-week maximum of FMLA leave in a 12-month period.

6. Military caregiver leave (also known as covered service member leave) to care for an injured or ill service member or veteran.

An employee whose son, daughter, parent or next of kin is a covered service member may take up to 26 weeks in a single 12-month period to take care of leave to care for that service member.

Next of kin is defined as the closest blood relative of the injured or recovering service member.

The term "covered service member" means:

- a. a member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
- b. a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

The term "serious injury or illness means:

- a. in the case of a member of the Armed Forces (including a member of the National Guard or Reserves), means an injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and
- b. in the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during a period when the person was a covered service member, means a qualifying (as defined by the Secretary of Labor)

injury or illness incurred by a covered service member in the line of duty on active duty that may render the service member medically unfit to perform the duties of his or her office, grade, rank or rating.

- c. Outpatient status, with respect to a covered service member, means the status of a member of the Armed Forces assigned to either a military medical treatment facility as an outpatient; or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

AMOUNT OF LEAVE

An eligible employee can take up to 12 weeks for the FMLA circumstances (1) through (5) above under this policy during any 12-month period. The City will measure the 12-month period as a rolling 12-month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the City will compute the amount of leave the employee has taken under this policy in the last 12 months and subtract it from the 12 weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time.

An eligible employee can take up to 26 weeks for the FMLA circumstance (6) above (military caregiver leave) during a single 12-month period. For this military caregiver leave, the City will measure the 12-month period as a rolling 12-month period measured forward. FMLA leave already taken for other FMLA circumstances will be deducted from the total of 26 weeks available.

If spouses both work for the City and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent "in-law") with a serious health condition, the spouses may only take a combined total of 12 weeks of leave. If spouses both work for the City and each wishes to take leave to care for a covered injured or ill service member, the spouses may only take a combined total of 26 weeks of leave.

EMPLOYEE STATUS AND BENEFITS DURING LEAVE

While an employee is on leave, the City will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work.

If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, the City will require the employee to reimburse the City the amount it paid for the employee's share of the health insurance premium during the leave period.

Under current City policy, the employee pays a portion of the health care premium. While on paid leave, the employer will continue to make payroll deductions to collect the employee's share of the premium. While on unpaid leave, the employee must continue to make this payment, either in person or by mail. The payment must be received in the Finance Department by the 1st day of each month. If the payment is more than 30 days late, the employee's health care coverage may be dropped for the duration of the leave.

The employer will provide 15 days' notification prior to the employee's loss of coverage.

If the employee contributes to a life insurance or disability plan, the employer will continue making payroll deductions while the employee is on paid leave. While the employee is on unpaid leave, the employee may request continuation of such benefits and pay his or her portion of the premiums, or the employer may elect to maintain such benefits during the leave and pay the employee's share of the premium payments. If the employee does not continue these payments, the employer may discontinue coverage during the leave. If the employer maintains coverage, the employer may recover the costs incurred for paying the employee's share of any premiums, whether or not the employee returns to work.

EMPLOYEE STATUS AFTER LEAVE

An employee who takes leave under this policy may be asked to provide a fitness for duty (FFD) clearance from the health care provider. This requirement will be included in the employer's response to the FMLA request. Generally, an employee who takes FMLA leave will be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms. The position will be the same or one which is virtually identical in terms of pay, benefits and working conditions. The City may choose to exempt certain key employees from this requirement and not return them to the same or similar position.

USE OF PAID AND UNPAID LEAVE

An employee who is taking FMLA leave because of the employee's own serious health condition or the serious health condition of a family member must use all paid vacation, personal or sick leave prior to being eligible for unpaid leave. Sick leave may be run concurrently with FMLA leave if the reason for the FMLA leave is covered by the established sick leave policy.

Disability leave for the birth of the child and for an employee's serious health condition, including workers' compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA. For example, if an employer provides six weeks of pregnancy disability leave, the six weeks will be designated as

FMLA leave and counted toward the employee's 12-week entitlement. The employee may then be required to substitute accrued (or earned) paid leave as appropriate before being eligible for unpaid leave for what remains of the 12-week entitlement. An employee who is taking leave for the adoption or foster care of a child must use all paid vacation, personal or family leave prior to being eligible for unpaid leave.

An employee who is using military FMLA leave for a qualifying exigency must use all paid vacation and personal leave prior to being eligible for unpaid leave. An employee using FMLA military caregiver leave must also use all paid vacation, personal leave or sick leave (as long as the reason for the absence is covered by the City's sick leave policy) prior to being eligible for unpaid leave.

INTERMITTENT LEAVE OR A REDUCED WORK SCHEDULE

The employee may take FMLA leave in 12 consecutive weeks, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the workweek or workday, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of 12 workweeks (or 26 workweeks to care for an injured or ill service member over a 12-month period).

The City may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, in instances of when leave for the employee or employee's family member is foreseeable and for planned medical treatment, including recovery from a serious health condition or to care for a child after birth, or placement for adoption or foster care.

For the birth, adoption or foster care of a child, the City and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced hour schedule. Leave for birth, adoption or foster care of a child must be taken within one year of the birth or placement of the child.

If the employee is taking leave for a serious health condition or because of the serious health condition of a family member, the employee should try to reach agreement with the City before taking intermittent leave or working a reduced hour schedule. If this is not possible, then the employee must prove that the use of the leave is medically necessary.

CERTIFICATION FOR THE EMPLOYEE'S SERIOUS HEALTH CONDITION

The City will require certification for the employee's serious health condition. The employee must respond to such a request within 15 days of the request or provide a

reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. Medical certification will be provided using the DOL Certification of Health Care Provider for Employee's Serious Health Condition.

The City may directly contact the employee's health care provider for verification or clarification purposes using a health care professional, an HR professional, leave administrator or management official. The City will not use the employee's direct supervisor for this contact. Before the City makes this direct contact with the health care provider, the employee will be given an opportunity to resolve any deficiencies in the medical certification. In compliance with HIPAA Medical Privacy Rules, the City will obtain the employee's permission for clarification of individually identifiable health information.

The City has the right to ask for a second opinion if it has reason to doubt the certification. The City will pay for the employee to get a certification from a second doctor, which the City will select. The City may deny FMLA leave to an employee who refuses to release relevant medical records to the health care provider designated to provide a second or third opinion. If necessary to resolve a conflict between the original certification and the second opinion, the City will require the opinion of a third doctor. The City and the employee will mutually select the third doctor, and the City will pay for the opinion. This third opinion will be considered final. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion.

CERTIFICATION FOR THE FAMILY MEMBER'S SERIOUS HEALTH CONDITION

The City will require certification for the family member's serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. Medical certification will be provided using the DOL Certification of Health Care Provider for Family Member's Serious Health Condition.

The City may directly contact the employee's family member's health care provider for verification or clarification purposes using a health care professional, an HR professional, leave administrator or management official. The City will not use the employee's direct supervisor for this contact. Before the City makes this direct contact with the health care provider, the employee will be given an opportunity to resolve any deficiencies in the medical certification. In compliance with HIPAA Medical Privacy Rules, the City will obtain the employee's family member's permission for clarification of individually identifiable health information.

The City has the right to ask for a second opinion if it has reason to doubt the certification. The City will pay for the employee's family member to get a certification from a second doctor, which the City will select. The City may deny FMLA leave to an employee whose family member refuses to release relevant medical records to the health care provider designated to provide a second or third opinion. If necessary to resolve a conflict between the original certification and the second opinion, the City will require the opinion of a third doctor. The City and the employee will mutually select the third doctor, and the City will pay for the opinion. This third opinion will be considered final. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion.

CERTIFICATION OF QUALIFYING EXIGENCY FOR MILITARY FAMILY LEAVE

The City will require certification of the qualifying exigency for military family leave. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the DOL Certification of Qualifying Exigency for Military Family Leave.

CERTIFICATION FOR SERIOUS INJURY OR ILLNESS OF COVERED SERVICEMEMBER FOR MILITARY FAMILY LEAVE

The City will require certification for the serious injury or illness of the covered service member. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the DOL Certification for Serious Injury or Illness of Covered Service member.

RECERTIFICATION

The City may request recertification for the serious health condition of the employee or the employee's family member no more frequently than every 30 days unless circumstances have changed significantly, or if the employer receives information casting doubt on the reason given for the absence, or if the employee seeks an extension of his or her leave. Otherwise, the City may request recertification for the serious health condition of the employee or the employee's family member every six months in connection with an FMLA absence. The City may provide the employee's health care provider with the employee's attendance records and ask whether need for leave is consistent with the employee's serious health condition.

PROCEDURE FOR REQUESTING FMLA LEAVE

All employees requesting FMLA leave must provide verbal or written notice of the need for the leave to the HR Director. Within five business days after the employee has

provided this notice, the HR Director will complete and provide the employee with the DOL Notice of Eligibility and Rights.

When the need for the leave is foreseeable, the employee must provide the employer with at least 30 days' notice. When an employee becomes aware of a need for FMLA leave less than 30 days in advance, the employee must provide notice of the need for the leave either the same day or the next business day. When the need for FMLA leave is not foreseeable, the employee must comply with the City's usual and customary notice and procedural requirements for requesting leave, absent unusual circumstances.

DESIGNATION OF FMLA LEAVE

Within five business days after the employee has submitted the appropriate certification form, the HR Director will complete and provide the employee with a written response to the employee's request for FMLA leave using the DOL Designation Notice.

INTENT TO RETURN TO WORK FROM FMLA LEAVE

On a basis that does not discriminate against employees on FMLA leave, the City may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

ARTICLE 17: BEREAVEMENT LEAVE

Employees may be granted up to three (3) working days leave with pay by the Department Director in the event of a death in the employee's immediate family to be utilized within 6 months of the employee's family members passing. Such leave shall be at full pay and shall not be charged against the employee's earned vacation or sick leave. Additional time off in excess of three (3) days may be taken by an employee with prior approval of his/her Department Director and the Mayor. Such additional time off shall be charged, in order, to accrued sick leave, accrued vacation time, compensatory time, and/or leave without pay when no other accrued leave is available.

For purposes of this section, "immediate family" shall mean the employee's current spouse or domestic/civil union partner, employee's children, current spouses of the employee's children, children of either spouse, parents of either spouse; grandparents and grandchildren of either spouse; brothers, sisters (including step-brothers and sisters and half brothers and sisters and spouses thereof), legal guardians and legal wards.

For the purpose of this policy domestic partner is defined as someone with whom the employee shares a close personal relationship and are each other's sole domestic partner, is responsible for each other's common welfare, is not legally married to anyone else, not related by blood closer than would bar marriage in state of residence, currently shares

same and regular permanent residence and intend to do so indefinitely, jointly share financial responsibility for “basic living expenses” including cost of food, shelter, and other costs such as medical expenses, and is 18 years of age or older.

ARTICLE 18. SAFETY

Section 1: Unsafe Equipment. Employees shall not be required to work with unsafe equipment.

Section 2: City Supplied Equipment.

- A. The City will furnish, at City expense, hard hats, sound protection, safety glasses, special footwear, and protective clothing where such items may be expected to prevent injury.
- B. Employees will wear such protective equipment, or clothing, where such hazardous conditions exist.
- C. The City will provide safety glasses. (Prescription safety glasses not included).
- D. The City will allow up to a maximum of one hundred seventy five dollars (\$175) towards the purchase of the initial pair of safety shoes. Safety shoes will be replaced every two years or as needed.
- E. The City will pay up to the amount listed above to repair or replace safety glasses or safety shoes damaged or broken while the employee is performing his or her assigned duties.

Section 3: Drinking Water. The City will furnish an adequate supply of drinking water.

Section 4: Rain Gear. The City will furnish rain gear for those employees who must work outside in rainy or snowy weather.

Section 5: Hazardous Situations. When an employee must work in a hazardous situation, a supervisor or fellow workman shall be continually present. Where necessary, the employee shall use a safety belt and life line with the line being held by the supervisor or fellow workman.

Section 6: Coveralls. The City will furnish coveralls or two piece uniforms to employees where needed in the performance of their work.

Section 7: Hepatitis Vaccine, Testing. Hepatitis vaccine and follow-up testing will be provided at City expense for employees who desire it.

ARTICLE 19. MILITARY LEAVE OF ABSENCE

Military leave will be granted in accordance with the provisions of federal and state law. An employee who is ordered to report for active duty or to take part in active training duty, who are members of the National Guard or the Army, Navy, Air Force, Coast Guard, or Marine Corps Reserve of the United States, or of any organized reserve or armed forces of the United States shall be entitled to and shall be granted unpaid Military Leave of absence from such employment for a period not exceeding 60 months.

All employees entitled to Military Leave shall give the Mayor an opportunity, within the limits of military regulations, to determine when such leave shall be taken. Whenever possible, the employee involved shall notify his/her Department Director and Human Resources Director of such leave request at least ten (10) working days, if not more, in advance of the leave. A copy of the order requiring the employee to report for active duty must be provided to the Human Resources Director as supporting documentation.

- For periods of full time Military Leave in which an employee is expected to be gone for 180 days or more, an employee is able to request payout of their Vacation Leave, Floating Holiday, earned Wellness Day, and earned Compensatory Time. Payouts will occur on the last pay period in which the employee has submitted time for hours worked. If a Vacation Leave payout is not requested the balance of an employee's Vacation Leave will remain until the employee returns from duty, though they will not have accrued Vacation Leave while on Military Leave. An employee's health and elective benefits will be termed at the end of the month in which an employee last worked. The employee will be able to enroll in COBRA if they would like to continue their medical and dental coverage.
- Employees who are on Military Leave part time or intermittently can utilize hours of Vacation Leave, earned Compensatory Time, Floating Holiday, and earned Wellness Day in increments equal to the difference between what an employee's pay is with the City and what the employee is paid by the Military agency in which they are serving, assuming the Military agency is paying less than an employee's earnings with the City. An employee who is on Military Leave part time or intermittently are utilizing their accrued to leave only to supplement their Military pay to reach their regular City wages.

ARTICLE 20. WORKING RULES

Section 1: Conflicting Orders. If a workman receives conflicting orders from more than one supervisor, the supervisor giving the last order shall assume full responsibility for the order and the workman shall follow the last order and in no way shall be discriminated against for doing so.

Section 2: On the Job Training. Personnel may be temporarily assigned to positions above their regularly assigned duties for training purposes. During such training periods, the work should be in the immediate presence or area of a supervisor or of a qualified employee of the higher skill level performing the training. Where such training period reaches or exceeds forty (40) working hours during any pay period, the trainee shall receive the higher pay rate for all hours actually worked in the higher classification during the pay period. It is not the intent of the City to use this procedure as a means of effecting a promotion, nor shall the City use this procedure as a disciplinary action against an employee of the higher classification.

ARTICLE 21. HEALTH

Section 1: The employer agrees to maintain the current level of medical insurance benefits and to pay one hundred percent (100%) of covered employees' medical insurance premiums.

Section 2: The employee shall be responsible for paying twenty percent (20%) of the premium for dependent coverage.

Section 3: The employer agrees to provide group life insurance in the amount of twenty thousand dollars (\$20,000), with double indemnity for accidental death of forty thousand dollars (\$40,000), for each covered employee.

Section 4: Medical Insurance Opener: Both parties agree to reopen negotiations on medical insurance and medical insurance only, in the event that health care premiums and/or the health trust balance increase by ten percent (10%) or more in a given year. The health trust status and financial data will be provided to the Employee Health Advisory Committee at each quarterly meeting and a copy of that information will be provided to the union. In order to open the agreement for this purpose, the party desiring to open the Agreement shall send a written notice to the other party within thirty (30) days of October 1 of the current benefit year.

ARTICLE 22. WAGES

Section 1: Effective October 1, 2022, each step of the pay matrix (Pay Matrix A) shall be increased by 2.5%. A new pay matrix (Pay Matrix B) will also be effective October 1, 2022 which employees will move into as they reach their annual step date throughout FY2023. Employees will be placed into Pay Matrix B at the step closest to but higher than the step they would have moved to had they stayed in Pay Matrix A (with a satisfactory performance evaluation). Employees currently at their max step in Pay Matrix A will move into Pay Matrix B on their evaluation date and will move into the next closest but higher step than their current pay rate.

Employees hired between October 1, 2022 and September 30, 2023 will be placed into Pay Matrix A upon hire. Effective October 1, 2023, such employees will be moved to Pay Matrix B at the next closest but higher step before the COLA has been applied. The COLA will then be applied and October 1 will be the employee's new step and evaluation date.

Employees currently at a wage in excess of the highest step of Pay Matrix B will be frozen until Pay Matrix B matches or exceeds the employee's wage (via annual cost of living adjustments). In the event an employee does not receive a satisfactory performance evaluation, the employee will be placed into Pay Matrix B at the next closest but higher step to their current step without consideration of the step the employee would have moved to on Pay Matrix A.

Section 2: The city shall provide salary adjustments based upon the U.S. Cities CPI-W, rolling average index for the quarter ended in March (January, February, and March) and according to the following:

Effective October 1, 2023, each step of the pay matrix shall be increased by a minimum of 1% to a maximum of 2.5%.

Effective October 1, 2024, each step of the pay matrix shall be increased by a minimum of 1% to a maximum of 2.5%.

No movement of the new salary matrix shall occur without an employee achieving a "competent" (satisfactory) performance rating in their annual evaluation.

Section 3: Certification Pay. Certification pay will be paid as followed:

Water and Wastewater plant employees, as well as those employees working on the Wastewater collection and water distribution crews shall receive an additional (\$.50) per

hour for each State of Idaho water or wastewater certification. Proof of advanced certification shall be provided by the employee and the pay adjusted effective the following pay period.

Fleet mechanics shall be eligible for cert pay of an additional fifty cents (\$.50) per hour for obtaining and maintaining Automotive Service Excellence (ASE) in either Master Automotive or Master Truck. A maximum of two fleet mechanics designated to maintain safety response vehicles, shall be eligible for a certification pay of an additional fifty cents (\$.50) per hour for obtaining and maintaining either Fire Apparatus Technician Certification or Law Enforcement Vehicle Technician Certification. While a mechanic may obtain and maintain both Fire Apparatus and Law Enforcement Vehicle Technician Certification, only one certification pay of fifty cents (\$.50) per hour will be paid.

Laborers will not be eligible for certification pay and the maximum certifications paid to any employee will be four.

The City will pay for training, travel, and fees for members to obtain and maintain certifications and licenses that are a requirement of their position with the City.

Section 4: Furloughs. In the event furloughs become necessary, the following process shall be applied:

1. The City shall determine the amount of savings needed from furloughs.
2. All City employees shall be offered the opportunity to voluntarily take furlough hours, thereby reducing the amount of mandatory furloughs.
3. The City shall determine the amount of furlough hours needed by members of this bargaining unit. Those furlough hours shall be split equitably among all members of the bargaining unit, including enterprise fund employees.

Section 5: Lead Pay. Lead positions will receive 6% of their base pay, from the applicable grade on the salary scale, as compensation for additional duties.

ARTICLE 23. NONDISCRIMINATORY CLAUSE

The City and the Union pledge strong support and commitment to Federal and State Affirmative Action goals of equal employment opportunity without regard to race religion, gender, disability, age, national origin, sexual orientation, veteran's status or any other unfair preferential treatment. This commitment covers recruiting, selection, promotion, training and education, and the employee's work environment.

In no instance shall the Employer be held in a position of double indemnity as a result of this Article and/or matters arising out of this Article.

Should any employee choose under this Article to utilize the grievance procedure for redress and also utilize an outside agency for redress, then any award received shall be mitigated in kind by any additional award received, i.e., there shall be no pyramiding of awards.

ARTICLE 24. DURATION

The effective date of this agreement shall be October 1, 2022, and shall remain in full force and effect until September 30, 2025. Should either party desire to amend or terminate this Agreement, said party shall serve the other with written notice of such intent not less than 120 days prior to the expiration date of the Agreement. Should such timely notice be served, bargaining shall commence at a date which is mutually agreed upon by the parties. Negotiations for renewal of this agreement should commence 6 months prior to the exhaustion of this contract, on or about April 1, 2022.

ARTICLE 25. SAVING CLAUSE

Should a court of competent jurisdiction determine that a sentence, clause or article is illegal, it shall be severed from the agreement and the balance of the agreement shall remain in force, unaffected. Should the parties be unable to agree concerning the deletion (severance) of a sentence, clause or article, then it shall be suspended in operation and have no force or effect until the questioned deletion can be resolved.

ARTICLE 26. ENTIRE AGREEMENT

During the course of negotiations each party has had the unlimited right to raise and discuss issues of concern to the parties. The results of those discussions are contained herein. Therefore neither the Union nor the City shall have the right to oblige the other to bargain with respect to any subject or matter specifically discussed during negotiations or covered in this agreement unless mutually agreed otherwise.

ARTICLE 27. PRODUCTIVITY

It is mutually agreed that the City Management and the Laborers Union shall work together individually and collectively to meet the production requirements of the various departments, to provide the public with efficient and courteous service, to encourage

good attendance of employees, and to promote a climate of labor relations that will aid in achieving a high level of efficiency in the various departments.

ARTICLE 28. DRUGFREE WORKPLACE

The purpose of this policy is to provide a drug and alcohol free workplace for the protection and well-being of the City, its employees, property, equipment, operations, and the public it serves. Employees are expected to report to work drug and alcohol free in order to enable safe and efficient job performance. Employees are expected to engage in activities while on-the-job, while on City premises, or in the scope and course of employment, which are appropriate for the work environment and do not compromise the City's integrity or interest in maintaining a safe, secure and drug and alcohol free workplace.

Employees being treated with a drug or controlled substance that might adversely affect their ability to perform their essential job duties shall provide a written statement from their doctor regarding their ability to safely and effectively perform these duties. Employees are not required to divulge what drug or controlled substance they are being treated with or the medical condition necessitating the need for treatment, unless the City requests this information in accordance with applicable laws.

SUBSTANCES TESTED

The City will test for the following substances:

- A. Alcohol;
- B. Marijuana;
- C. Cocaine;
- D. Amphetamines;
- E. Opioids;
- F. Synthetic Opioids; and
- G. Phencyclidine (PCP).

ALCOHOL USE

Employees are prohibited from consuming alcohol while working or while on-call. Employees are also prohibited from reporting to work under the influence of alcohol. This policy includes unanticipated call-in situations. If an employee cannot meet this requirement, it is his or her responsibility to tell their supervisor, or person initiating the call-in, that they cannot report to work. Alcohol is a legal substance therefore it is not the intention of this policy to prohibit employees from consuming alcohol when not on duty, or while participating in activities or events at City facilities while not on duty. Listed below are examples of situations in which the responsible use of alcohol by employees

during the course and scope of City business may be acceptable. However, employees are expected to seek prior direction from their Department Director regarding the appropriateness of consuming alcohol in these situations.

- A. While attending a seminar or conference function where alcohol is being served.
- B. While traveling on business, provided all work duties for the day have been completed.

Although alcohol use may be permitted under limited circumstances, employees are expected to use good judgment and behave in a professional and respectable manner while in the course and scope of City business. Misuse of alcohol under these circumstances is a violation of this policy and may result in disciplinary action up to and including termination. Employees are required to abide by all terms of the vehicle usage policy.

RESERVATIONS

This Drug-Free Workplace policy is not intended to replace or supersede testing, reporting, and procedures mandated by applicable laws. Employees who are enrolled and are participating in, or have completed a supervised rehabilitation program and are no longer engaging in the use of illegal drugs or substances shall be protected from discrimination and harassment through the Americans with Disabilities Act of 1990. All situations will be handled in accordance with this policy and in consultation with representatives of Human Resources. Situations not specified by policy will be referred to and reviewed by Human Resources in consultation with the employee's Department Director or designee.

SAFE HARBOR REFERRAL

A fundamental purpose of the City's Drug-Free Workplace Policy is to assist employees who themselves are seeking treatment for alcohol or illegal drug use. For this reason, the City will not initiate disciplinary action against any employee regarding the disclosure of his or her drug or alcohol related problem who meets all three of the following conditions:

- A. Voluntarily identifies him/herself to Human Resources as a user of alcohol and/or illegal drugs, as they apply to this policy, prior to being identified through other means, or prior to being asked to provide a urine and/or breath sample for testing;
- B. Obtains evaluation, counseling or rehabilitation from an approved facility; and
- C. Thereafter refrains from using illegal drugs or misusing prescription drugs and/or alcohol.

This provision is not intended to allow an employee to evade disciplinary action. The key to this provision's rehabilitative effectiveness is an employee's willingness to admit their

problem. This provision is not available to an employee who requests protection under this provision after:

- A. Being identified through other means; or
- B. Being asked to provide a urine sample for testing; or
- C. Having had a verified positive test result for alcohol and/or illegal drugs pursuant to this policy.

Drug or alcohol related incidents that are subject to discipline and occurred prior to seeking Safe Harbor are not covered by Safe Harbor protections. An employee who requests Safe Harbor will be required to sign an agreement outlining his or her obligations under Safe Harbor.

NEW EMPLOYEE NOTIFICATION

Applicants for safety sensitive positions will be informed about the City's drug testing program on the vacancy announcement for each applicable position. During the screening process applicants will be notified of the testing requirements for particular positions and that appointment to the position is contingent upon a negative post-offer drug test. Upon hiring, new employees will receive an electronic or printed copy of the Personnel Policy.

SAFETY SENSITIVE POSITIONS

For purposes of this policy, a safety sensitive position will be defined as a position in which the duties performed as a regular part of the job could reasonably expect to affect health, safety, and security of employees and citizens. Safety sensitive positions are those in which the responsibilities of the position require employees to:

- A. Qualify and maintain qualification standards to carry firearms,
- B. Perform emergency medical, lifesaving, and/or fire suppression activities;
- C. Supervise employees during the performance of critical incident functions which require employees to qualify to carry firearms, perform emergency medical, lifesaving and/or fire suppression activities;
- D. Operate, maintain or inspect emergency vehicles, heavy equipment, or vehicles having a gross combination weight rating of 26,001 or more pounds and/or lifesaving equipment used for emergency services;
- E. Obtain a national security clearance as a condition of employment;
- F. Exercise custodial responsibility for illegal drugs or precursors;
- G. When the responsibilities of the position require the person to work with minors or individuals with disabilities;
- H. Handle hazardous materials that if mishandled, place the general public at risk of serious injury; or
- I. Other positions deemed safety sensitive by the City of Lewiston.

These positions are characterized by critical safety or security responsibilities. The job functions associated with these positions directly and immediately relate to public health and safety, the protection of life, and law enforcement.

TYPES OF TESTING

Post-Offer Applicant Testing – Safety-Sensitive Positions

Persons applying for safety sensitive positions who are given a conditional offer of employment will be subject to testing for illegal drugs. Vacancy announcements for safety sensitive positions shall contain a statement informing all applicants that the successful candidate will be given a conditional offer of employment for the position and will be required to submit to screening for illegal drug use prior to hire. Failure of the vacancy announcement to contain this statement notice will not preclude applicant testing if advance written notice is provided to applicants in some other manner. In addition, each applicant will be notified that appointment to the safety sensitive position will be contingent upon a negative drug test result. Individuals must submit to drug testing at a City approved facility within 24 hours of being sent for testing or as directed by Human Resources. No applicant shall begin work until Human Resources notifies the supervisor that the individual is cleared for work.

Applicants shall be deemed ineligible for employment if they:

1. Fail to report for a test in a timely manner;
2. Refuse to take a test;
3. Tamper with a test specimen;
4. Receive a positive test result; or
5. Fail to provide adequate specimen volume without a verified medical explanation.

Applicants who are deemed ineligible for employment under any of these circumstances may be disqualified for future City employment. The applicant shall be informed of a positive screening result by the medical tester or a Medical Review Officer. Because of the contingent nature of the offer, a positive screening result or other ineligibility will automatically revoke the offer of employment. Safety sensitive employees, including Temporary employees, returning to work for the City within 90 days of active paid employment with the City are not required to undergo a post-offer applicant drug test.

Reasonable Suspicion Testing

Both safety sensitive and non-safety sensitive employees will be tested for alcohol and/or illegal drugs when there is reasonable suspicion of on-duty use or impairment. Reasonable suspicion testing may be based upon, among other things:

1. observable phenomena, including but not limited to direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol;
2. a pattern of abnormal conduct or erratic behavior;
3. arrest or conviction for a drug or alcohol-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug possession, use or trafficking;
4. information provided by reliable and credible sources or which is independently corroborated; or
5. newly discovered evidence that the employee has tampered with a previous alcohol or drug test.

Although reasonable suspicion testing does not require certainty, mere hunches alone are not sufficient to meet the standard for a test. If an employee is suspected of using alcohol or illegal drugs pursuant to this policy, the appropriate supervisor will gather all information, facts, and circumstances leading to and supporting this suspicion and present them for higher level concurrence. Concurrence may be from a Department Manager, Department Director, or representative from Human Resources. The employee shall not be allowed to operate a vehicle or perform sensitive duties until the circumstances are evaluated and the supervisor receives higher concurrence.

Human Resources is to be notified prior to any Reasonable Suspicion Testing, absent any exigent circumstances. The appropriate supervisor will complete a Reasonable Suspicion Form identifying the signs which formed the basis to warrant the testing and forward the form to Human Resources as soon as practical.

Post-Accident Testing

The City is committed to providing a safe and secure work environment. Employees involved in on-the-job accidents or who engage in unsafe on-duty job-related activities that pose a danger to themselves or others or the overall operation of the City, may be subject to testing. Based on the circumstances of the accident or unsafe act, the City's Risk Manager, Human Resource representative, Department Director or designee may initiate testing when such circumstances involve:

1. Death; or
2. Serious personal injury requiring immediate emergency room or urgent care center treatment; or
3. Employees are subject to testing when they cause or are involved in an accident that damages a City vehicle, machinery, equipment or property and/or result in an injury to themselves or another individual requiring off-site medical attention. In any of

these instances, the investigation and subsequent testing must take place within two (2) hours following the accident, if not sooner.

An employee subject to post-accident testing shall remain available for such testing, or the City may consider the employee to have refused to submit for testing. An employee subject to post accident testing shall not consume alcohol or drugs, either legal or illegal prior to the testing. Exceptions may be made for prescribed maintenance medications and/or medications administered to treat an injury related to the accident. If a post-accident test is not administered within two (2) hours of the occurrence, the supervisor shall document the reason(s) why it was not promptly administered. If more than eight (8) hours pass, then no alcohol test shall be administered and/or if more than thirty-two (32) hours pass, no drug test shall be administered.

Employees who as a requirement of their position have a Commercial Driver's License, are involved in an on the job accident in which there was a human fatality, bodily injury with immediate medical treatment away from the scene, or disabling damage to any motor vehicle requiring tow away are to undergo a DOT drug and alcohol test. All other accidents who meet the above provisions will provide for a non DOT drug and alcohol test.

Random Testing

Random testing for alcohol and/or illegal drugs will be conducted on employees whose positions are designated as safety sensitive as defined in this policy. Random tests will be unannounced and occur throughout the calendar year. The random selections will be conducted by the designated drug testing contractor using a lottery system and Human Resources will notify the individual's supervisor or designee and provide the name of the individual selected for random testing. The employee shall not be given advance notice of the scheduled testing.

To ensure that all employees in sensitive positions that have been designated for testing have an equal chance of being randomly tested, a scientifically valid random process is used by the testing contractor. The annual number of random tests will be no more than ten percent (10%) of the average number of employee's subject to random testing for alcohol and illegal drugs.

Return to Duty and Follow-up Testing

After a verified positive test result for illegal drugs or alcohol, employees shall have a negative test result before returning to work. All employees referred through administrative channels that undergo counseling or rehabilitation programs for alcohol with a Substance Abuse Professional will be subject to unannounced alcohol testing by

the City of Lewiston from the time they return to work for a period of at least one year following completion of such a program. Such testing is distinct from testing which may be imposed as a component of a rehabilitation program. Confirmation of or continuing participation in an alcohol rehabilitation program, as recommended by a Substance Abuse Professional, is required of an employee returning to duty. The employee will provide documentation to Human Resources from a Substance Abuse Professional when an employee has completed a rehabilitation program. After an employee returns to work, a single positive test result for alcohol or illegal drugs or failure to successfully complete the recommended rehabilitation program will be grounds for disciplinary action up to and including termination.

Employees who as a requirement of their position have a Commercial Driver's License will be required to follow the return to duty provisions as provided by the Federal Motor Carrier Safety Administration (FMCSA), except Transit who is required to follow the Federal Transit Authority. Return to duty testing is required for drivers who test positive, refused, or otherwise violated the prohibitions of 49 CFR Part 382 Subpart B; and who have completed the return to duty process with a DOT qualified Substance Abuse Professional. This test is directly observed and a negative result is required before resuming driving duties. Follow up testing will be required as prescribed by the Substance Abuse Professional for a minimum of six (6) directly observed tests in twelve (12) months, but can be extended an additional four years.

TEST PROCEDURES

The City's alcohol and drug testing program services shall be provided by a designated contractor in accordance with U.S. Department of Health and Human Services (HHS) standards and analyzed by an independent HHS certified lab. The personnel involved in testing and processing results are not employees of the City.

Procedures for Alcohol Testing

An initial test for the presence of alcohol will be conducted using an Evidential Breath Testing Device (EBT) as approved by the National Highway Traffic Safety Administration (NHTSA). If the result of the first screening EBT is an alcohol concentration of .02 or greater, a confirmatory test shall be conducted. The confirmatory test may be conducted on the same EBT as the initial test. Before the confirmatory test is given, the employee will, as instructed by the Breath Alcohol Technician (BAT), wait a minimum of 15 minutes and not eat, drink, belch or put any object or substance into their mouth during that time.

Procedures for Drug Testing

Any individual subject to testing for illegal drugs under this Policy shall be permitted to provide urine specimens in private and in a restroom stall or similar enclosure so that the employee is not observed while providing the sample. Collection site personnel of the same gender as the individual tested, however, may observe the individual provide the urine specimen when such personnel have reason to believe the individual may alter or substitute the specimen to be provided. Collection site personnel may have reason to believe that a particular individual has or may alter or substitute the specimen when the individual has previously been found by the City to be an illegal drug user; or has previously tampered with a sample; or facts and circumstances suggest that the individual is an illegal drug user; or is under the influence of drugs at the time of the test; or has equipment or implements capable of tampering with or altering urine samples. If the temperature of the specimen is outside the range of 32-38 degrees C / 90-100 degrees F or shows signs of contaminants, then there is reason to believe the individual may have altered or substituted the specimen and another specimen shall be collected for testing under the direct observation of a representative from the collection facility. Samples testing positive for illegal drugs will undergo further testing to identify the specific type of drug(s) in the specimen in accordance with HHS requirements. The cutoff levels used by the City's HHS certified lab may change and will be published in the Code of Federal Regulations and Federal Register.

The applicant or employee will be contacted by the Medical Review Officer (MRO) and have the opportunity to provide an explanation of a positive result to the MRO. The MRO may choose to conduct employee medical interviews, review employee medical history, or review any other relevant biomedical factors. The MRO shall review all medical records made available by the tested employee when a verified positive test could have resulted from legally prescribed medication or some other legal substance. Individuals will be afforded the opportunity to submit medical documentation of lawful use of an otherwise illegal drug.

Evidence to justify a positive result may include, but is not limited to:

1. a valid prescription; or
2. a verification from the individual's physician verifying a valid prescription.

If the MRO determines there is no justification for the positive result, such result will then be considered a verified positive test result. The MRO shall refer written determinations regarding all verified positive test results to Human Resources when the MRO is convinced a verified positive result has been determined. Once notified of a verified positive test result for illegal drugs, employees may within 72 hours of notification, at their own expense, request the confirmation specimen be tested by another HHS certified lab. If the MRO certifies that the second drug test is negative, an employee will be reimbursed for the cost incurred including any lost compensation.

Test Refusal

Employees will be considered to have refused testing if they:

1. Refuse to test;
2. Fail to report for a required test at the scheduled time;
3. Engage in conduct that clearly obstructs the testing process;
4. Tamper with the test; or
5. Fail to provide adequate breath or specimen volume without a verified medical explanation.

Employees who refuse to be tested, as described in the test procedures, when so required, shall be subject to the full range of disciplinary consequences up to and including termination. Attempts to alter or substitute the specimen provided will be deemed a refusal to take the test when required.

Deferral of Testing

An employee selected for random drug and alcohol testing may obtain a deferral of testing if Human Resources concurs that a compelling need necessitates a deferral on the grounds that the employee is:

1. In a leave status (sick, annual, compensatory, administrative or leave without pay); or
2. In official travel status away from the test site or about to embark on official travel scheduled prior to testing notification. An employee whose random drug and alcohol test is deferred will be subject to an unannounced test within the following 60 days.

FINDINGS AND ADMINISTRATIVE ACTION

An employee may be found in violation of this policy on the basis of any appropriate evidence including, but not limited to:

1. direct observation of prohibited alcohol use or illegal drug use including misuse of prescription medication;
2. evidence obtained from an arrest or criminal conviction that is related to the workplace, or affects the employee's ability to perform job duties;
3. a verified positive test result;
4. an employee's voluntary admission, unless the employee is meeting the requirements as outlined under the Safe Harbor referral; or
5. test refusal.

Administrative Action

Administrative action is not required for an employee who voluntarily admits to alcohol use or illegal drug use through the Safe Harbor provision of this policy, and obtains counseling or rehabilitation, and thereafter refrains from using illegal drugs and using

alcohol in violation of this policy. The Safe Harbor provision is not intended to allow an employee to evade disciplinary action. Any employee receiving a verified positive test for illegal drugs, including misuse of prescription medication, may be terminated.

When an employee is found to be in violation of the alcohol or illegal drug provisions of this policy, mandatory administrative action will result such as referral to a Substance Abuse Professional and disciplinary action, including the full range of consequences, up to and including termination. The City may also initiate action to terminate an employee for refusing to obtain counseling or rehabilitation through a state licensed facility; and/or not refraining from misuse of alcohol/illegal drugs after a first finding of such use.

The severity of the action chosen will depend on the circumstances of each case. The facts and circumstances leading to a reasonable suspicion test will be taken into account in determining disciplinary consequences. Any rehabilitation recommended will be a condition of continued employment and the cost of rehabilitation will be the responsibility of the employee. The employee remains responsible for successful completion of a treatment program, and assertions regarding the effectiveness of a program shall not constitute either an excuse for continuing to misuse alcohol/illegal drugs or a defense to disciplinary action if the employee does not complete treatment. Any employee receiving a verified positive test for illegal drugs or alcohol shall be placed on leave without pay, unless the employee notifies his/her supervisor of his/her desire to use accrued vacation or accrued compensatory leave.

Effects of Positive Alcohol Testing Results

In addition to the mandatory administrative actions outlined in the previous section, any employee with a breath alcohol test which results in a reading as set out below shall be subject to the following:

1. Employees testing .02 or greater may be subject to discipline up to and including termination.
2. If the results of the test are .02 or greater but less than .04 alcohol concentration the employee shall be removed from the work site and, if retained, may be required to go to a Substance Abuse Professional for assessment, at the employee's expense. The employee may not return to duty for the remainder of the scheduled work day and may be required to have a negative test result before returning to work. The decision to return the employee to duty shall be at the discretion of the Department Director or designee in concurrence with Human Resources.
3. If the results of the test show an alcohol concentration of .04 or greater, the employee shall be subject to the same conditions as set out in above, and in addition, within two (2) business days of the test the employee shall be evaluated by a Substance Abuse Professional, at the employee's expense.

4. Any employee receiving a verified positive test for alcohol .02 or greater shall be placed on leave without pay unless the employee notifies his/her supervisor of his/her desire to use accrued vacation or accrued compensatory leave.

Other Alcohol and/or Drug-Free Workplace Requirements

Any employee who admits to violating a criminal drug statute, or is convicted of violating a criminal alcohol or drug statute that is related to the workplace or affects the employee's ability to perform job duties will be subject to disciplinary action up to and including termination and/or be evaluated by a Substance Abuse Professional. It will be required that the employee complete any recommended rehabilitation program(s) from the Substance Abuse Professional. A conviction, a plea of guilty, a plea of no contest, receiving a suspended imposition of a sentence, and a withheld judgment will all be considered the same as a conviction.

RECORDS AND REPORTS

The employee's privacy shall be maintained. All testing information specifically relating to individuals pursuant to this Policy and any intervention steps, including referral for treatment, counseling or rehabilitation programs, is confidential and should be treated as such by everyone authorized to review or compile program records. In order to efficiently implement this requirement and to make information readily retrievable, Human Resources shall maintain records relating to testing, suspicion of tampering, and any other authorized documentation necessary to implement this policy. All records and information of personnel actions taken on employees with verified positive test results should be forwarded to the Human Resources Department. Such information shall remain confidential, with only authorized individuals who have a need-to-know having access to them. The results of a test for alcohol or illegal drugs of a City employee may not be disclosed without the prior written consent of such employee, unless the disclosure would be:

1. to the Medical Review Officer;
2. to the Substance Abuse Professional in which the employee is receiving counseling or treatment or is otherwise participating;
3. to Human Resources and/or to any supervisory or management official within the City having authority to process or take adverse personnel action against such employee; or
4. pursuant to the order of a court of competent jurisdiction, where required by the City to defend against any challenges of adverse personnel action, or pursuant to applicable law.

Test results with all identifying information removed may be used for data collection and other activities necessary to comply with testing requirements. Employees who are the

subject of a test for alcohol or illegal drugs shall have access to the results of their alcohol or drug tests.

ROLES AND RESPONSIBILITIES

Employees: are expected to report to work drug and alcohol free in order to enable safe and efficient job performance. Employees are expected to engage in activities while on-the-job, while on City premises, or while in the scope and course of employment, which are appropriate for the working environment and do not compromise the City's integrity or interest in maintaining a safe, secure and drug-free workplace.

Supervisors/Managers are expected to:

1. attend training sessions on alcohol misuse and illegal drug use in the workplace;
2. when reasonable suspicion is confirmed, initiate an alcohol/drug test as described in this policy;
3. in conjunction with Human Resources, refer employees to a Substance Abuse Professional for assistance in obtaining counseling and rehabilitation upon a finding of alcohol misuse;
4. initiate appropriate disciplinary action upon a finding of alcohol or illegal drug use;
5. in conjunction with Human Resources, assist higher-level supervisors in evaluating employee performance and/or personnel problems that may be related to alcohol misuse or illegal drug use; and
6. ensure confidentiality of all information regarding employee testing, disciplinary action and rehabilitation.

Department Directors shall:

1. implement the Drug-Free Workplace policy within their respective department, and ensure that it is efficiently and effectively accomplished in accordance with this Policy and all other applicable policies;
2. in conjunction with Human Resources assist in determining appropriate action for employee performance and/or personnel problems that may be related to alcohol or illegal drug use;
3. attend training sessions on alcohol and illegal drug-use in the workplace and encourage supervisors and employees to attend training on these issues; and
4. ensure that all information regarding employee testing, disciplinary action and rehabilitation remains confidential.

Human Resources shall:

1. direct and implement this Policy to ensure it is administered consistently among employee groups and in accordance with all of the provisions of this policy;

2. consult with the Department Director or designee in determining appropriate action for situations related to this program; and
3. ensure that all records and information of personnel actions taken on employees with verified positive test results remain confidential and only shared with individuals having a need-to-know.

Collection Company is expected to:

1. provide specimen collection and alcohol testing as outlined in this policy;
2. maintain an accurate record keeping system which includes safeguards against the unauthorized release of information, proper chain of custody documentation, protection of the privacy of the employee and the overall program effectiveness;
3. work with Human Resources to provide educational materials and training to managers, supervisors, and employees on alcohol and illegal drugs in the workplace including training on the recognition and documentation of facts and circumstances that support a reasonable suspicion that an employee may be using alcohol or illegal drugs;
4. ensure all collection personnel are appropriately trained and maintain certification standards as required by National Highway Traffic Safety Administration (NHTSA) and/or Substance Abuse and Mental Health Services Administration attend training sessions on alcohol misuse and illegal drug use in the workplace;
5. when reasonable suspicion is confirmed, initiate an alcohol/drug test as described in this policy;
6. in conjunction with Human Resources, refer employees to a Substance Abuse Professional for assistance in obtaining counseling and rehabilitation upon a finding of alcohol misuse;
7. initiate appropriate disciplinary action upon a finding of alcohol or illegal drug use;
8. in conjunction with Human Resources, assist higher-level supervisors in evaluating employee performance and/or personnel problems that may be related to alcohol misuse or illegal drug use;
9. ensure confidentiality of all information;
10. 10. implement the Drug-Free Workplace policy within their respective department, and ensure that it is efficiently and effectively accomplished in accordance with this program and all other applicable policies;
11. in conjunction with Human Resources assist in determining appropriate action for employee performance and/or personnel problems that may be related to alcohol or illegal drug use;
12. attend training sessions on alcohol and illegal drug-use in the workplace and encourage supervisors and employees to attend training on these issues;
13. ensure that all information regarding employee testing, disciplinary action and rehabilitation remains confidential;

14. direct and implement this program to ensure it is administered consistently among employee groups and in accordance with all of the provisions of this policy;
15. consult with the Department Director or designee in determining appropriate action for situations related to this program; and
16. ensure that all records and information of personnel actions taken on employees with verified positive test results remain.

MRO shall:

1. receive all laboratory test results;
2. assure that an individual who has tested positive has been afforded an opportunity to discuss the test result in accordance with test procedures outlined in this Policy;
3. consistent with confidentiality requirements, refer written determinations regarding all verified positive drug test results to Human Resources, including a verified positive drug test result form indicating that the positive result has been verified, together with all relevant documentation; and
4. confirm to Human Resources whether an individual who has been tentatively selected for employment with the City has obtained a verified positive test result.

DEFINITIONS

Administrative Action: For an alcohol violation may include referral to a Substance Abuse Professional and/or disciplinary action including a range of consequences such as written reprimand, suspension, etc. up to and including termination. For a drug violation the employee will be terminated.

Adulterant: Adulterating substance or agent aimed to corrupt, debase, or make impure.

Alcohol: Ethyl alcohol (ethanol) in a beverage or medication.

Breath Alcohol Technician (BAT): An individual employed by the collection facility who is trained and certified in the use of a U. S. Department of Transportation approved evidential breath testing device.

Evidential Breath Testing Device (EBT): An instrument reliable in measuring alcohol concentration in breath that meets the National Highway Traffic Safety Administration specifications, and is included in the conforming products list of evidential breath testing devices.

Medical Review Officer: An independent licensed physician responsible for receiving laboratory results generated pursuant to this Policy who has knowledge of substance abuse disorders and the appropriate medical training to interpret and evaluate all positive test results together with an individual's medical history and any other biomedical information.

Illegal Drugs: A controlled substance included in Schedule I or II, as defined by section 802 (6) of Title 21 of the United States Code, the possession of which is unlawful under chapter 13 of that Title. The term illegal drugs does not mean the use of a controlled

substance in the prescribed dosage amount pursuant to a valid prescription or other uses authorized by law. However, misuse of a controlled substance is considered an illegal drug in violation of this policy.

Precursors: A biochemical substance which can be processed or synthesized into one of the categories of drugs to be tested under this policy.

Random Testing: A system of drug and alcohol testing imposed without individualized suspicion that a particular individual is using illegal drugs or alcohol, and a statistically random sampling of such employees based on a neutral criterion, such as social security numbers.

Return-to-Duty Agreement: An agreement between the City and an employee which allows an employee continued employment under stringent guidelines prohibiting use of drugs and alcohol. An employee's failure to meet the terms of the agreement, which includes successfully passing tests for alcohol and/or illegal drugs, shall result in termination.

Safety Sensitive Position: Employment position within the City which has been designated for pre-employment and random testing in accordance with this policy.

Supervisor: An employee having authority to hire, direct, assign, promote, reward, transfer, layoff, discipline, conduct evaluations, or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature, but requires the consistent exercise of independent judgment.

Unannounced Test: A test for alcohol and/or illegal drugs previously scheduled and announced only to the employee just prior to the scheduled time, allowing only appropriate time for the employee to immediately proceed directly to the scheduled testing site.

Verified Positive Test Result for Alcohol: The presence of alcohol in the breath at a level of .02 or greater as measured by an evidential breath testing device and administered by a trained and certified Breath Alcohol Technician.

Verified Positive Test Result for Drugs: A test result that was positive on an initial FDA-approved immunoassay test, confirmed by a Gas Chromatography/Mass Spectrometry assay, (or other confirmation tests approved by the U.S. Department of Health and Human Services), and reviewed and verified by the Medical Review Officer in accordance with this policy and the Mandatory Guidelines for Federal Workplace Drug Testing Programs.

ARTICLE 29. CIVIL DISASTER

City employees shall return to work in the event of an emergency declared by the Lewiston Nez Perce County Emergency Management Organization which requires their services. Pay will be computed at the regular rate until hours exceed forty (40) for the work week, then at time and one half until the beginning of the next regular work period.

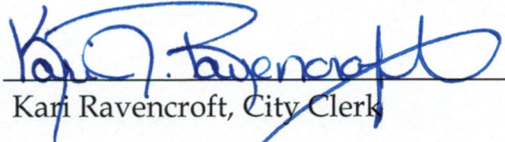
A disaster shall be an occurrence or imminent threat of widespread or severe damage, injury, or loss of life resulting from any natural or manmade cause including, but not limited to, fire, flood, earthquake, thunderstorm, volcanic activity, explosion, riot, or hostile military or paramilitary action.

CITY OF LEWISTON

By:

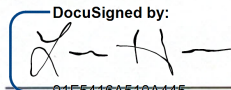

Daniel Johnson, City Mayor

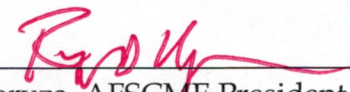
ATTEST:

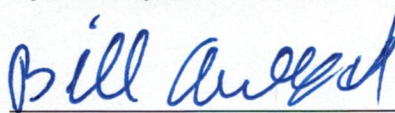

Kari Ravencroft, City Clerk

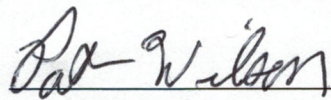


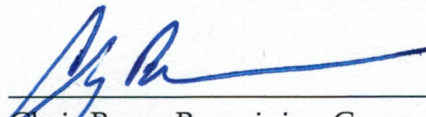
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
(AFSCME, Local 1124)

DocuSigned by:

91F5416A510A445...
Laura Hanson, National Representative


Ryan Horyza, AFSCME President


Bill Arnold, Bargaining Committee


Pat Wilson, Bargaining Committee


Chris Bann, Bargaining Committee

In Witness hereof: This Agreement has been duly executed by the parties the 05th
day of October, 2022.