



**Lewiston City Council
REGULAR MEETING AGENDA
April 14, 2025 - 6:00 PM
Lewiston City Library – Second Floor Event Space – 411 D Street
Lewiston, Idaho 83501**

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

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. CITIZENS COMMENTS

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

IV. PRESENTATIONS

- A. PROMOTIONAL PINNING - FIRE DEPARTMENT:** Recognition of Fire Department personnel for recent promotions and badge pinning ceremony (Fire Chief Rightmier)
- B. ARBOR DAY PROCLAMATION:** Proclaiming April 25th, 2025 as "Arbor Day" in the City of Lewiston (Mayor Johnson)
- C. NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK PROCLAMATION:** Proclaiming the week of April 13-19, 2025 as "National Public Safety Telecommunicators Week" in the City of Lewiston (Mayor Johnson)

V. PUBLIC HEARINGS AND RELATED ACTION ITEMS

- A. PUBLIC HEARING: PROPOSED EASEMENT VACATION, VA-02-2024, OF A PUBLIC UTILITY EASEMENT ALONG STEWART AVENUE:** Accepting testimony on a petition filed by the Independent School District No. 1, requesting that the City vacate a 60-foot-wide public utility easement along the vacated right-of-way of Stewart Avenue, east of Cecil Andrus Way, and extending to the easterly boundary of the vacated portion of Lewiston Orchards Tract No. 19 - Action Item (City Surveyor Weigand)
- B. RESOLUTION 2025-15:** Considering vacating a utility easement in VA-02-2024 - Action Item (City Surveyor Weigand)

VI. CONSENT AGENDA

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

“Items Moved from the Consent Agenda”.

- A. **CITY COUNCIL MINUTES:** Considering approving the minutes of the 3/24/2025 Executive Session; 3/24/2025 Regular; and 4/2/2025 Special meeting - Action Item
- B. **ADVISORY BOARDS AND COMMISSIONS MINUTES:** Accepting the 12/18/2024 Public Works Advisory Commission; 1/16/2025 and 2/19/2025 Library Board of Trustees; 3/6/2025 Historic Preservation Commission; and 3/12/2025 Planning & Zoning Commission meeting minutes - Action Item
- C. **VOUCHER'S PAYABLE:** Considering approving the Voucher's Payable dated 3/07/2025 - 3/20/2025 in the amount of \$2,082,188.49 and the Voucher's Payable dated 3/21/2025 - 4/03/2025 in the amount of \$1,837,367.16 - Action Item
- D. **PRELIMINARY PLAT - MARTIN'S MEADOWS SECOND ADDITION:** Considering approving the Martin's Meadows 2nd Addition preliminary plat, and associated Reasoned Statement of Relevant Criteria and Standards, which proposes to re-plat approximately 2.41 acres of Lot 7 of the original Martin's Meadows Addition administrative plat into 7 residential lots - Action Item

VII. **ACTIVE AGENDA**

- A. **NORTH LEWISTON BUSINESS PARK SUBDIVISION PUBLIC IMPROVEMENT AGREEMENT:** Considering approving the Public Improvement Agreement between the City of Lewiston and MJM Developers, LLC establishing conditions to allow MJM Developers, LLC to file a final plat before the construction of public improvements - Action Item (Public Works Director Johnson)
- B. **RESOLUTION 2025-16:** Considering approving the Fourth Addendum to Intergovernmental Cooperative Agreement between the City of Lewiston, Asotin County, Washington, the City of Clarkston, Washington, and Nez Perce County, Idaho related to the rehabilitation of Pier 3 of the Southway Bridge and authorizing the Mayor to sign the agreement - Action Item (Public Works Director Johnson)
- C. **RFQ-25-015 2025 WASTEWATER CONSTRUCTION OBSERVATION:** Considering awarding the 2025 Wastewater Construction Observation project to J-U-B Engineers, Inc in the total amount of \$105,000 and authorizing the Mayor to sign the Professional Services Agreement between the City of Lewiston and J-U-B- Engineers, Inc - Action Item (Public Works Director Johnson)
- D. **RESOLUTION 2025-08:** Considering approving a Donation Agreement between the City of Coeur d'Alene and the City of Lewiston accepting a donation of 5 traffic signal cabinets and related components from the City of Coeur d'Alene and authorizing the Mayor to sign the agreement - Action Item (City Attorney Tengono)
- E. **RESOLUTION 2025-19:** Considering approving a Donation Agreement between the City of Lewiston and the Genesee Joint School District 282 providing for the donation of the ballpark lights and related components from Hathaway Field and authorizing the Mayor to sign the agreement - Action Item (City Attorney Tengono)

VIII. ITEMS MOVED FROM THE CONSENT AGENDA - Action Item

IX. UNFINISHED AND NEW BUSINESS

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

X. 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, in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

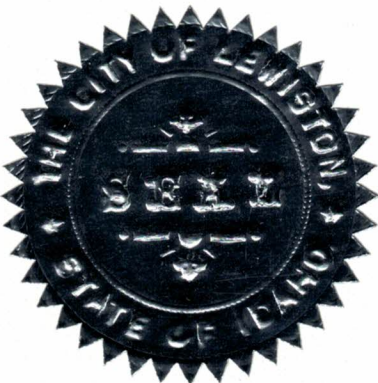
WHEREAS, trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products; and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees – wherever they are planted – are a source of joy and spiritual renewal.

NOW THEREFORE, I, Dan Johnson, Mayor of the City of Lewiston, proclaim April 25, 2025 as “**ARBOR DAY**” in the City of Lewiston, Idaho and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands. Further, I encourage all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.



IN WITNESS WHEREOF, I HAVE
HEREUNTO SET MY HAND AND SEAL
OF THE CITY OF LEWISTON, IDAHO,
TO BE AFFIXED HERETO THIS 14TH
DAY OF APRIL 2025.

DANIEL G. JOHNSON, MAYOR
LEWISTON, IDAHO

Proclamation

City of Lewiston, Idaho

WHEREAS, on April 12, 1994, President William Clinton signed Proclamation 6667 delegating the 2nd week of April as National Public Safety Telecommunicators Week. April 2025 marks the 31st Anniversary; and

WHEREAS, the professional Public Safety Telecommunicators in the City of Lewiston play a crucial role in the protection of life, property and delivery of Public Safety Services; and

WHEREAS, Public Safety Telecommunicators serve as a vital link between the public and emergency services, ensuring the swift and effective dispatch of police, fire, and emergency medical services; and

WHEREAS, each day, citizens call for help in emergency situations, and the Telecommunicators who answer these calls – often referred to as the “voice of calm in the storm” – gather essential information and dispatch the appropriate assistance, often making the difference between life and death for persons in need; and

WHEREAS, Public Safety Telecommunicators answer thousands of emergency calls annually, providing life-saving assistance, crucial information, and reassurances to those in distress, serving the citizens of the City of Lewiston, twenty-four hours a day, seven days a week, 365 days a year; and

WHEREAS, these Telecommunicators spend substantial time away from their families, yet remain committed to excellence, strengthening the resilience of our city and fostering a sense of security for all residents; and

WHEREAS, the Mayor and City Council wishes to publicly recognize the Telecommunicators who serve the citizens of the City of Lewiston in such a professional manner.

NOW THEREFORE, I, Dan Johnson, Mayor of the City of Lewiston, proclaim the week of April 13-19, 2025 as “**NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK**” in the City of Lewiston, Idaho and call upon citizens to recognize and express gratitude for the extraordinary contributions of our Public Safety Telecommunicators to the safety, security, and well-being of our community.



IN WITNESS WHEREOF, I HAVE HEREUNTO
SET MY HAND AND SEAL OF THE CITY OF
LEWISTON, IDAHO, TO BE AFFIXED HERETO
THIS 14TH DAY OF APRIL 2025.

DANIEL G. JOHNSON, MAYOR
LEWISTON, IDAHO



CITY COUNCIL MEETING AGENDA ITEM SUMMARY

ITEM TITLE PUBLIC HEARING: PROPOSED EASEMENT VACATION, VA-02-2024, OF A PUBLIC UTILITY EASEMENT ALONG STEWART AVENUE	AGENDA NO. V. A. AGENDA DATE: April 14, 2025
ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.) The Independent School District No. 1 filed a petition requesting that the City vacate a section of Public Utility Easement East of Cecil Andrus Way. The subject easement is located in a 60 foot wide strip of property along the vacated right-of-way of Stewart Avenue, east of Cecil Andrus Way, and extending to the easterly boundary of the vacated portion of Lewiston Orchards Tract No. 19. The plat of Lewiston Orchards Tract No. 19 was filed for record on October 8, 1912. The Lewiston Orchards Tract No. 19 plat dedicated right-of-way for several public streets, including Stewart Avenue from 10th Street east to the easterly boundary of the plat. On June 5, 1934, a "Declaration of Partial Vacation of Plat" was filed for record, which vacated the lots within blocks 155, 156, 157, 158, and 159 (among others) of Lewiston Orchards Tract No. 19. The "Declaration of Partial Vacation of Plat" did not affect any of the public streets dedicated in the original plat. On Sept 16, 2004, the Lewiston City Council's Resolution 2004-67 was filed for record. Resolution 2004-67 vacated several streets within Lewiston Orchards track No. 19 that generally match the areas where lots were previously vacated by the 1934 "Declaration of Partial Vacation of Plat". Resolution 2004-67 vacated that portion of Stewart Avenue west of 10th Street, which is north of Block 155, and between Blocks 156 and 159, and between Blocks 157 and 158. Resolution 2004-67 reserved a utility easement within the vacated portion of Stewart Avenue, however. In 2020 the streets known as Cecil Andrus Way and Community Drive were created by the Tri-Partnership Addition Plat. An electrical power line currently occupies the public utility easement located in the vacated Stewart Avenue right-of-way between 10th Street on the west, and Cecil Andrus Way on the east. The remaining portion of the vacated Stewart Avenue utility easement (east of Cecil Andrus Way) is not utilized due to the ability to use the right-of-ways of Cecil Andrus Way and Community Drive for public utility distribution. A portion of the remaining public utility easement west of Cecil Andrus Way is located on property that Independent School District No. 1 owns and is proposing to develop into athletics facilities for Lewiston High School. Since the public utility network for the area has been developed in the right-of-ways of Cecil Andrus Way and Community Drive, and the utility easement in vacated Stewart Avenue is no longer	

needed east of Cecil Andrus Way, the School District has requested that the utility easement be vacated to allow unimpeded development of their property.

With all current public utility distribution infrastructure contained within the right-of-ways of Cecil Andrus Way, and Community Drive, there does not appear to be any benefit to the public to retain the portion of vacated Stewart Avenue easement east of Cecil Andrus Way. The applicant has supplied notarized letters from the public utility providers servicing the area indicating their approval of the applicant's request.

In compliance with the current City of Lewiston vacation ordinance, the applicant has submitted the necessary application and fees along with the notarized letters of consent from the serving utilities. Notice for the public hearing was published in the Lewiston Morning Tribune, and letters have been sent to all landowners within 330 feet of the proposed vacation area. "Public Hearing Notice" signs were also posted along the proposed vacation corridor. As of April 4, 2025, the City of Lewiston Public Works Department has received no inquiries or comments regarding this proposed action.

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

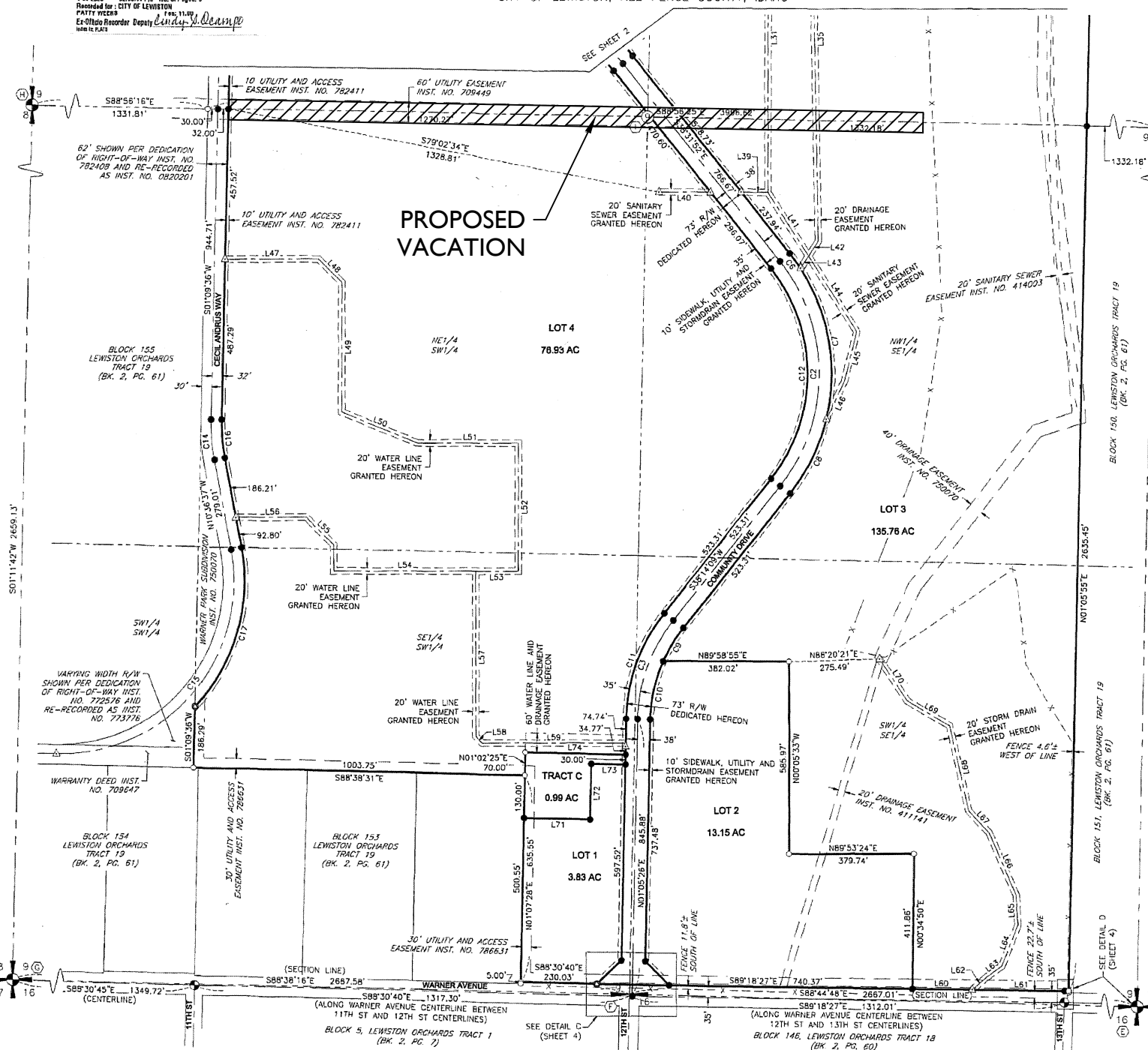
Approval of this vacation request should not result in future impacts on Public Works' staff and budgets.

ACTION PROPOSED

The City of Lewiston Public Works staff feel that the evidence supports that no property rights will be affected adversely or damaged, and that such vacation is for the public good, and will protect their rights and interests. Should the City Council agree with this assessment following the Public Hearing, City staff recommend that the Lewiston City Council approve the applicant's request for vacation of the described public utility easement, and approve resolution 2025-15.

LOCATED IN A PORTION OF SECTION 9, TOWNSHIP 35 NORTH, RANGE 5 WEST, B.M.,
CITY OF LEWISTON, NEZ PERCE COUNTY, IDAHO

BOOK: _____ PAGE: _____
INST NO.: _____
AT THE REQUEST OF _____
THIS _____ DAY OF _____ 20 _____ A
AT _____ PAST _____ O'CLOCK _____
BY _____
FOR _____
FEE \$ _____



BASIS OF BEARINGS
THE BASIS OF BEARINGS FOR THIS SURVEY IS NORTH 89°15'36" WEST ALONG THE NORTH LINE OF SECTION 9, BETWEEN THE NORTHWEST CORNER AND THE EAST 1/16 CORNER.

LEGEND

 SECTION CORNER-AS NOTED 1/4 SECTION CORNER-AS NOTED

A SEE MONUMENT DESCRIPTION TABLE-ON SHEET 1

○ FOUND 5/8" REBAR WITH ORANGE PLASTIC CAP, STAMPED "USKH LS 9365"-UNLESS NOTED OTHERWISE

● SET 5/8" x 30" REBAR WITH YELLOW PLASTIC CAP,
STAMPED "JUB ENGINEERS PLS 13419"

SET 5/8" x 30" REBAR WITH 2-1/2" ALUMINUM CAP,
STAMPED "JUB ENGINEERS PLS 13419".

SET PK NAIL AND WASHER IN CONCRETE, STAMPE
ENGINEERS PLS 13419*

⚠ CALCULATED POINT, NOTHING FOUND OR SET

RW RIGHT-OF-WAY

AC ACREAGE, MORE OR LESS

L1 LINE ANNOTATION. SEE SHEET 4

C1 CURVE ANNOTATION, SEE SHEET 4 FOR COMPLETE TABLE

INST. NO. INSTRUMENT NUMBER

EXISTING FEM

SECTION 11.1

CENTER LINE OF WARNER AVENUE

TRACT C NOTE

TRACT C NOTE
TRACT C IS DESIGNATED FOR USE BY THE CITY OF LEWISTON FOR UTILITIES AND RECREATION PURPOSES. THESE INCLUDE, BUT ARE NOT LIMITED TO: MUNICIPAL WATER STORAGE, TREATMENT AND/OR DISTRIBUTION FACILITIES.

SURVEYOR'S CERTIFICATE

SURVEYOR'S CERTIFICATE
I, GEREY J. RUSSELL, PROFESSIONAL LAND SURVEYOR NO. 13419 IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS PLAT IS BASED ON AN ACTUAL SURVEY MADE BY ME OR UNDER MY SUPERVISION AND ALL CORNERS AND DIMENSIONS ARE CORRECTLY SHOWN AND THAT SAID PLAT IS STAKED ON THE GROUND AS INDICATED HEREON.



Digitally signed by Jeremy J
Russell:AO109800000013AC32850090
0038C7
Date: 2020.03.27 09:23:48-0700



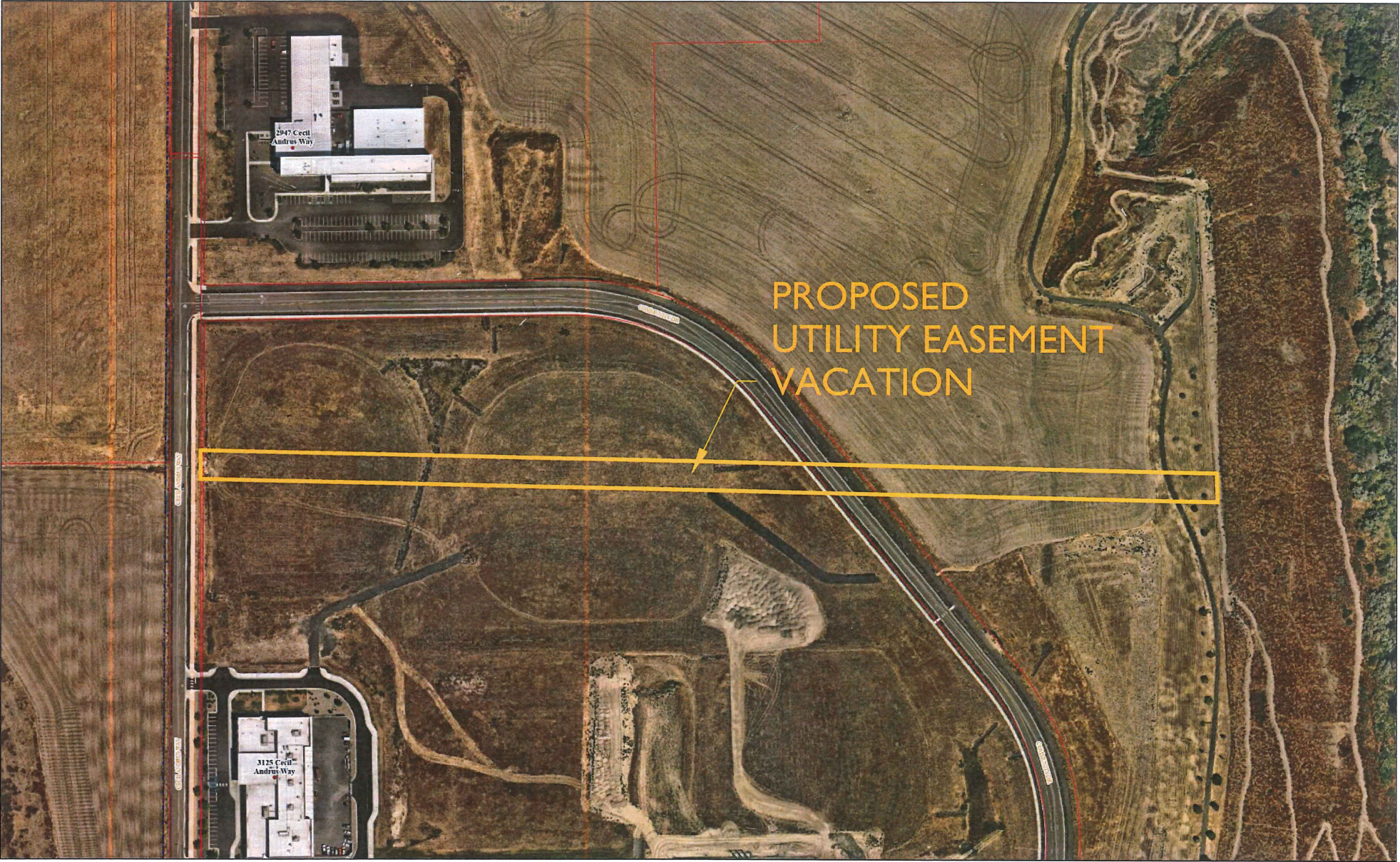
J-U-B ENGINEERS, INC.

846 6TH Street
Clarkston, WA 99403
08 746 9010 w| www.jub.com

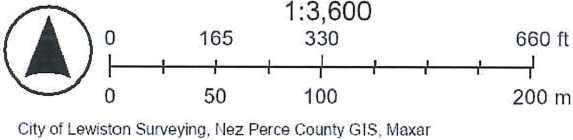
Dwp Name: 21-18-015 V-PLAT

Date: March 27, 2020

Dr: DFG	Ch: GJR	Sheet 3 of 5
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2/27/2025, 4:27:32 PM



Date: 10/17/24

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



NAME OF UTILITY PROVIDER: The City of Lewiston

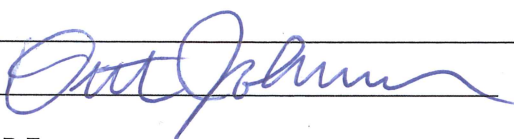
RE: Easement Vacation Request of Lewiston Independent School District #1

We understand that Lewiston Ind. School Dist. #1 has applied for a vacation of a public utility easement located at 60' utility easement over part of vacated Stewart Ave (attached).

As a public utility provider, we have the right to install and maintain utilities in this easement.

We hereby state that we (circle one of the following options): 1. Have determined that this easement is not necessary for the continued operation of our utility and that we consent to the proposed easement vacation,

2. Have determined that this easement is necessary for the continued operation of our utility and that we do not consent to the proposed easement vacation, or, 3. Have determined that this easement is necessary for the continued operation of our utility but, if the following specific conditions are met by the applicant, we will consent to the proposed easement vacation. SPECIFIC CONDITIONS: N/A

Utility Representative Signature: 

Printed name: Dustin Johnson, P.E.

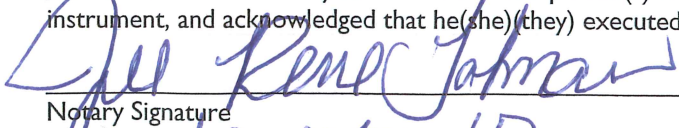
Title: Public Works Director

State of Idaho)

County of Nez Perce) S.S.

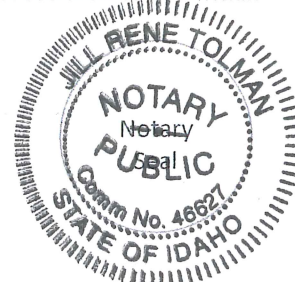
On this 17th day of October, in the year of 2024, before me, personally appeared

Dustin Johnson, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is(are) subscribed to the within instrument, and acknowledged that he(he)(they) executed the same.

Notary Signature 

Residing at Lewiston, ID

My Commission expires 3/16/2030



Description
Vacation of Easement Request
60' Wide Utility Easement over
Part of Vacated Stewart Avenue

That part of a 60-foot utility easement, retained over the vacated portion of Stewart Avenue as described in City of Lewiston Resolution 2004-67 (recorded as Instrument Number 709449) lying East of the East right of way of Cecil Andrus Way. Said Easement is shown on the Tri-Partnership Plat, recorded as Instrument Number 875660, as running through Lots 3 and 4 and a portion of Community Drive.

Date: July 29, 2024

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

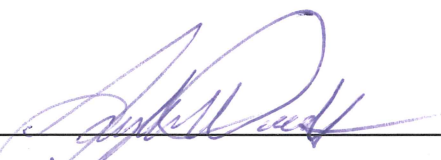


NAME OF UTILITY PROVIDER: Avista Utilities

RE: Easement Vacation Request of 60' Wide Utility Easement Over Part of Vacated Stewart Avenue.

We understand that Independent School District No. 1 has applied for a vacation of a public utility easement located at that part of a 60-foot utility easement, retained over the vacated portion of Stewart Avenue as described in City of Lewiston Resolution 2004-67 (recorded as Instrument Number 709449) lying East of the East right of way of Cecil Andrus Way. Said Easement is shown on the Tri-Partnership Plat, recorded as Instrument Number 875660, as running through Lots 3 and 4 and a portion of Community Drive.

As a public utility provider, we have the right to install and maintain utilities in this easement. We hereby state that we (circle one of the following options): 1 Have determined that this easement is not necessary for the continued operation of our utility and that we consent to the proposed easement vacation, 2. Have determined that this easement is necessary for the continued operation of our utility and that we do not consent to the proposed easement vacation, or, 3. Have determined that this easement is necessary for the continued operation of our utility but, if the following specific conditions are met by the applicant, we will consent to the proposed easement vacation. SPECIFIC CONDITIONS:

Utility Representative Signature: 

Printed name: Tyler Woods

Title: Project Coordinator

State of Idaho) S.S.

County of Nez Perce)

On this 8th day of August, in the year of 2024, before me, personally appeared Tyler Woods, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is(are) subscribed to the within instrument, and acknowledged that he(she)(they) executed the same.

Darrel Haarr

Notary Signature

Residing at Moscow My Commission expires 7-1-28



Date: July 29, 2024

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



NAME OF UTILITY PROVIDER: Centurylink

RE: Easement Vacation Request of 60' Wide Utility Easement Over Part of Vacated Stewart Avenue.

We understand that Independent School District No. 1 has applied for a vacation of a public utility easement located at that part of a 60-foot utility easement, retained over the vacated portion of Stewart Avenue as described in City of Lewiston Resolution 2004-67 (recorded as Instrument Number 709449) lying East of the East right of way of Cecil Andrus Way. Said Easement is shown on the Tri-Partnership Plat, recorded as Instrument Number 875660, as running through Lots 3 and 4 and a portion of Community Drive.

As a public utility provider, we have the right to install and maintain utilities in this easement. We hereby state that we (circle one of the following options) 1. Have determined that this easement is not necessary for the continued operation of our utility and that we consent to the proposed easement vacation, 2. Have determined that this easement is necessary for the continued operation of our utility and that we do not consent to the proposed easement vacation, or, 3. Have determined that this easement is necessary for the continued operation of our utility but, if the following specific conditions are met by the applicant, we will consent to the proposed easement vacation. SPECIFIC CONDITIONS:

Utility Representative Signature: Shad Bowers

Printed name: SHAD BOWERS

Title: SR High Local Network Implementation

State of Idaho) S.S.

County of Ada)

On this 21 day of November, in the year of 2024, before me, personally appeared Shad Bowers, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is(are) subscribed to the within instrument, and acknowledged that he(he)(they) executed the same.

Kaylie Aldous

Notary Signature

Residing at Buse, ID My Commission expires 8/30/2030



Date: July 29, 2024

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



NAME OF UTILITY PROVIDER: Sparklight

RE: Easement Vacation Request of 60' Wide Utility Easement Over Part of Vacated Stewart Avenue.

We understand that Independent School District No. 1 has applied for a vacation of a public utility easement located at that part of a 60-foot utility easement, retained over the vacated portion of Stewart Avenue as described in City of Lewiston Resolution 2004-67 (recorded as Instrument Number 709449) lying East of the East right of way of Cecil Andrus Way. Said Easement is shown on the Tri-Partnership Plat, recorded as Instrument Number 875660, as running through Lots 3 and 4 and a portion of Community Drive.

As a public utility provider, we have the right to install and maintain utilities in this easement. We hereby state that we (circle one of the following options): 1. Have determined that this easement is not necessary for the continued operation of our utility and that we consent to the proposed easement vacation, 2. Have determined that this easement is necessary for the continued operation of our utility and that we do not consent to the proposed easement vacation, or, 3. Have determined that this easement is necessary for the continued operation of our utility but, if the following specific conditions are met by the applicant, we will consent to the proposed easement vacation. SPECIFIC CONDITIONS:

Utility Representative Signature: A R T R

Printed name: Amanda Moore

Title: Sr. Regional Director, NW Region

State of Idaho) S.S.

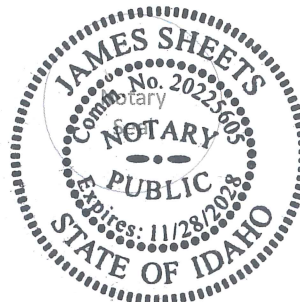
County of ADA)



On this 17th day of January, in the year of 2025, before me, personally appeared Amanda Moore, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is(are) subscribed to the within instrument, and acknowledged that he(he)(they) executed the same.

Notary Signature

Residing at Boise ID My Commission expires 11/28/2028





FINAL STAFF REPORT FOR VA-02-2024

PETITIONER(S): Independent School District No. 1

NATURE OF REQUEST: The applicant filed a petition requesting that the City vacate a section of Public Utility Easement East of Cecil Andrus Way.

LOCATION: A 60' wide strip of property along the vacated right-of-way of Stewart Avenue, east of Cecil Andrus Way, and extending to the easterly boundary of the vacated portion of Lewiston Orchards Tract No. 19.

HISTORY: The plat of Lewiston Orchards Tract No. 19 was filed for record on October 8, 1912. The Lewiston Orchards Tract No. 19 plat dedicated right-of-way for several public streets, including Stewart Avenue from 10th Street east to the easterly boundary of the plat. On June 5, 1934, a "Declaration of Partial Vacation of Plat" was filed for record, which vacated the lots within blocks 155, 156, 157, 158, and 159 (among others) of Lewiston Orchards Tract No. 19. The "Declaration of Partial Vacation of Plat" did not affect any of the public streets dedicated in the original plat. On Sept 16, 2004 The Lewiston City Council's Resolution 2004-67 was filed for record. Resolution 2004-67 vacated several streets within Lewiston Orchards track No. 19 that generally match the areas where lots were previously vacated by the 1934 "Declaration of Partial Vacation of Plat". Resolution 2004-67 vacated that portion of Stewart Avenue west of 10th Street, which is north of Block 155, and between Blocks 156 and 159, and between Blocks 157 and 158. Resolution 2004-67 reserved a utility easement within the vacated portion of Stewart Avenue, however. In 2020 the streets known as Cecil Andrus Way and Community Drive were created by the Tri-Partnership Addition Plat.

DISCUSSION: An electrical power line currently occupies the public utility easement located in the vacated Stewart Avenue right-of-way between 10th Street on the west, and Cecil Andrus Way on the east. The remaining portion of the vacated Stewart Avenue utility easement (east of Cecil Andrus Way) is not utilized due to the ability to use the right-of-ways of Cecil Andrus Way

and Community Drive for public utility distribution. A portion of the remaining public utility easement west of Cecil Andrus Way is located on property that Independent School District No. 1 owns and is proposing to develop into athletics facilities for Lewiston High School. Since the public utility network for the area has been developed in the right-of-ways of Cecil Andrus Way and Community Drive, and the utility easement in vacated Stewart Avenue is no longer needed east of Cecil Andrus Way, the School District has requested that the utility easement be vacated to allow unimpeded development of their property.

With all current public utility distribution infrastructure contained within the right-of-ways of Cecil Andrus Way, and Community Drive, there does not appear to be any benefit to the public to retain the portion of vacated Stewart Avenue easement east of Cecil Andrus Way. The applicant has supplied notarized letters from the public utility providers servicing the area indicating their approval of the applicant's request

In compliance with the current City of Lewiston vacation ordinance, the applicant has submitted the necessary application and fees along with the notarized letters of consent from the serving utilities. Notice for the public hearing was published in the Lewiston Morning Tribune, and letters have been sent to all landowners within 330 feet of the proposed vacation area. "Public Hearing Notice" signs were also posted along the proposed vacation corridor. As of April 4, 2025, the City of Lewiston Public Works Department has received no inquiries or comments regarding this proposed action.

RECOMMENDATIONS: The City of Lewiston Public Works staff feel that the evidence supports that no property rights will be affected adversely or damaged, and that such vacation is for the public good, and will protect their rights and interests. Should the City Council agree with this assessment following the Public Hearing, City staff recommend that the Lewiston City Council approve the applicant's request for vacation of the described public utility easement, and approve resolution 2025-15.



CITY COUNCIL MEETING AGENDA ITEM SUMMARY

ITEM TITLE RESOLUTION 2025-15	AGENDA NO. V. B. AGENDA DATE: April 14, 2025
ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.) Consideration of Resolution 2025-15 following the Public Hearing for VA-02-2024.	
BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources) Approval of this vacation request should not result in future impacts on Public Works' staff and budgets.	
ACTION PROPOSED The City of Lewiston Public Works staff feel that the evidence supports that no property rights will be affected adversely or damaged, and that such vacation is for the public good, and will protect their rights and interests. Should the City Council agree with this assessment following the Public Hearing, City staff recommend that the Lewiston City Council approve the applicant's request for vacation of the described public utility easement, and approve resolution 2025-15.	

RESOLUTION 2025-15

A RESOLUTION VACATING A UTILITY EASEMENT IN VA-02-2024.

WHEREAS, a utility easement was reserved by the City of Lewiston in the vacated portion of Stewart Avenue through Resolution 2004-67, recorded as Instrument No. 709449. Said easement is shown on the Tri-Partnership Addition Plat, recorded with the Nez Perce County Recorder's Office as Instrument No. 709449, dated September 16, 2004 (hereinafter "Easement");

WHEREAS, the Easement crosses over the vacated portion of Stewart Avenue as described in City of Lewiston Resolution 2004-67, recorded as instrument number 709449, lying East of the East Right-of-way of Cecil Andrus Way. Said Easement is shown on the Tri-Partnership Plat, recorded as Instrument Number 875660 ("Property");

WHEREAS, Independent School District No. 1, the current owner of the Property, petitioned the City of Lewiston, through VA-02-2024, to vacate the Easement;

WHEREAS, a duly noticed public hearing regarding the vacation of the Easement was held on April 14, 2025 in accordance with Lewiston City Code §§ 31-116 and 31-117; and

WHEREAS, the Lewiston City Council, taking into account the Easement vacation petition VA-02-2024, public testimony, and the staff report and recommendation of the Public Works Director, determines that all utility companies with valid rights to the Easement have consented to vacating the Easement, proper notice was given for vacation of the Easement, and the public interest will not be prejudiced by vacation of the Easement.

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

SECTION 1: The foregoing recitals are hereby incorporated into and made part of this resolution, including all defined terms therein.

SECTION 2: The City Council hereby approves VA-02-2024.

SECTION 3: The property to be vacated is legally described in Exhibit A, attached hereto and incorporated herein.

SECTION 4: A visual depiction of the Easement being vacated is attached hereto and incorporated herein as Exhibit B.

SECTION 5: The City Clerk is hereby authorized and directed to record this Resolution 2025-15 with the Nez Perce County Recorder's Office.

SECTION 6: That this resolution shall take effect and be in full force as of the date that the signed resolution is recorded by the Nez Perce County Recorder.

PASSED this _____ day of _____ 2025.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

Tanya M. Brocke, City Clerk

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

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

Notary Public for the State of Idaho
Commission Expires _____

EXHIBIT A
LEGAL DESCRIPTION

That part of a 60-foot utility easement, retained over the vacated portion of Stewart Avenue as described in City of Lewiston Resolution 2004-67 (recorded as Instrument Number 709449) lying East of the East right of way of Cecil Andrus Way. Said Easement is shown on the Tri-Partnership Plat, recorded as Instrument Number 675660, as running through Lots 3 and 4 and a portion of Community Drive.

PROPOSED VACATION

LOT 4
76.93 AC

LOT 3
135.78 AC

LOT 2
13.15 AC

LOT 1
3.83 AC

TRACT C
0.90 AC

TRACT D
0.90 AC

WATER AVENUE

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March 24, 2025

THE CITY COUNCIL OF THE CITY OF LEWISTON, IDAHO, met in an EXECUTIVE SESSION in the Second Floor Community Room of the City Library at 411 D Street. Mayor Johnson called the meeting to order at 5:00 PM.

I. CALL TO ORDER

COUNCILORS PRESENT: Mayor Johnson; Council President Kleeburg; Councilor Forsmann (shortly after executive session began); Councilor Klein; Councilor Schroeder; Councilor Spickelmire; Councilor Wright.

II. EXECUTIVE SESSION

Idaho Code § 74-206(1)(j) to consider labor contract matters authorized under §§ 74-206A (1)(a) and (b); Idaho Code § 74-206(1)(c) to acquire an interest in real property not owned by a public agency; and Idaho Code § 74-206(1)(f) to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated - Action Item

Council President Kleeburg and Councilor Schroeder moved and seconded, respectively, to enter executive session pursuant to Idaho Code § 74-206(1)(j) to consider labor contract matters authorized under §§ 74-206A (1)(a) and (b); Idaho Code § 74-206(1)(c) to acquire an interest in real property not owned by a public agency; and Idaho Code § 74-206(1)(f) to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. **ROLL CALL VOTE: VOTING AYE: Kleeburg; Schroeder; Klein; Spickelmire; Wright. VOTING NAY: None. EXCUSED: Forsmann.**

III. ADJOURNMENT - Action Item

There being no further business to come before the Lewiston City Council, Councilors Forsmann and Schroeder moved and seconded, respectively, to adjourn the March 24, 2025 Executive Session. The motion carried 6-0 and the meeting adjourned at 5:55 p.m.

Daniel G. Johnson, Mayor

Tanya M. Brocke, City Clerk

Lewiston City Council
Executive Session Minutes
March 24, 2025 – 5:00 p.m. – Page 1 of 1

March 24, 2025

THE CITY COUNCIL OF THE CITY OF LEWISTON, IDAHO, met in a Regular Meeting in the Second Floor Activity Room of the Lewiston Library at 411 D Street. Mayor Johnson called the meeting to order at 6:00 PM.

I. CALL TO ORDER

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

II. PLEDGE OF ALLEGIANCE

Clara Blue of the Idaho Department of Health & Welfare Division of Family and Community Services led the Pledge of Allegiance.

III. CITIZENS COMMENTS

Missy McLaughlin, Nez Perce County Treasurer, noted that April 15th is the deadline for the property tax reduction (circuit breaker) program and property taxes are due June 20th.

IV. PRESENTATIONS

A. APRIL IS STRENGTHENING FAMILIES TO PREVENT CHILD ABUSE MONTH PROCLAMATION

Mayor Johnson read the April is Strengthening Families to Prevent Child Abuse Month proclamation and presented it to Clara Blue, ICPC Courtesy Worker and IL Coordinator for the Idaho Department of Health & Welfare Division of Family and Community Services.

Ms. Blue noted that on April 3rd at 4:30 p.m. they would be hosting the 3rd Annual Family Fun Fair in the Second Floor Event Space at the Library and encouraged people to attend.

B. VALLEY VISION QUARTERLY PROGRESS REPORT: Receiving a quarterly progress report on the accomplishments and activities of Valley Vision, Inc. from President/CEO Jerry Chavez

Jerry Chavez, Valley Vision President/CEO, provided a quarterly progress report on the accomplishments and activities of Valley Vision.

C. MONTHLY FINANCIAL REPORT: Financial report for the past five months ending February 28, 2025 in accordance with Idaho Code § 50-208 - No oral report (Finance Director Gordon)

Lewiston City Council
Regular Meeting Minutes
March 24, 2025 – 6:00 p.m. – Page 1 of 5

V. CONSENT AGENDA

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

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

- A. CITY COUNCIL MINUTES:** Considering approving the 3/14/2025 Regular meeting minutes - Action Item
- B. ADVISORY BOARD MINUTES:** Accepting the meeting minutes from the 2/6/2025 Historic Preservation Commission and 2/26/2025 Planning and Zoning Commission - Action Item
- C. VOUCHER'S PAYABLE:** Considering approving the Voucher's Payable dated 02/21/2025 - 03/06/2025 in the amount of \$2,364,557.66 - Action Item

VI. ACTIVE AGENDA

A. ADVISORY BOARD AND COMMISSION APPOINTMENTS

- 1. COMPENSATION REVIEW COMMITTEE:** Considering appointing Sunshine Siebert, Bob Blakey, and Hannah Liedkie to terms ending December 31, 2025 pursuant to City Code Section 2-42(a)(4) - Action Item

Mayor Johnson moved to approve the appointment of Sunshine Siebert to a term ending December 31, 2025 on the Compensation Review Committee. Councilor Schroeder seconded and the motion passed 6-0.

Mayor Johnson moved to approve the appointment of Bob Blakey to a term ending December 31, 2025 on the Compensation Review Committee. Councilor Forsmann seconded and the motion passed 6-0.

Mayor Johnson moved to approve the appointment of Hannah Liedkie to a term ending December 31, 2025 on the Compensation Review Committee. Councilor Schroeder seconded and the motion passed 6-0.

- 2. CEMETERY AND URBAN FORESTRY ADVISORY COMMISSION:** Considering appointing Maxine Miller to a three-year term - Action Item

Mayor Johnson moved to approve the appointment of Maxine Miller to a

three-year term on the Cemetery and Urban Forestry Commission. Council President Kleeburg seconded, and the motion passed 6-0.

3. **CODE BOARD OF APPEALS:** Considering appointing Shawn Turpin to a three-year term - Action Item

Mayor Johnson moved to approve the appointment of Shawn Turpin to a three-year term on the Code Board of Appeals. Councilor Schroeder seconded, and the motion passed 6-0.

- B. **RESOLUTION 2025-04:** Considering approving a Mutual Assistance Compact between the City of Lewiston, Idaho and the City of Moscow, Idaho and authorizing the Mayor and City Clerk to sign and attest, respectively, said compact - Action Item

Councilors Schroeder and Forsmann moved and seconded, respectively, to approve Resolution 2025-04. ***ROLL CALL VOTE: VOTING AYE: Kleeburg; Wright; Forsmann; Schroeder; Klein; Spickelmire.***

- C. **RESOLUTION 2025-05:** Considering approving an Interlocal Agreement for Mutual Aid between the City of Lewiston and Washington State University Police Department and authorizing the Mayor and City Clerk to sign and attest, respectively, said agreement - Action Item (Police Chief Kuzik)

Councilors Schroeder and Wright moved and seconded, respectively, to approve Resolution 2025-05. ***ROLL CALL VOTE: VOTING AYE: Kleeburg; Wright; Forsmann; Schroeder; Klein; Spickelmire.***

- D. **RESOLUTION 2025-07:** Considering approving a restrictive covenant - consent to transfer for the new transit transfer stop facility near the Lewiston Community Center restricting uses to those consistent with ITD Grant Funding Agreement 2020-09 and authorizing the Mayor and City Clerk to sign and attest, respectively, said restrictive covenant - Action Item (Transit Manager Seigneur)

Councilors Schroeder and Klein moved and seconded, respectively, to approve Resolution 2025-07. ***ROLL CALL VOTE: VOTING AYE: Kleeburg; Wright; Forsmann; Schroeder; Klein; Spickelmire.***

- E. **IRREVOCABLE CONSENT TO ANNEXATION AND UTILITY SERVICE AGREEMENT:** Considering approving an Irrevocable Consent to Annexation and Utility Service Agreement between the City of Lewiston and Alan Franklin Kirk and Michelle Payton Kirk, and authorizing the Mayor to sign the agreement - Action Item (Public Works Director Johnson)

No action was taken, as this item was not ready.

- F. **LEWISTON ORCHARDS SEWER DISTRICT INTERAGENCY AGREEMENT:** Considering approving the Interagency Agreement between the Lewiston Orchards Sewer District and the City of Lewiston and authorizing the Mayor and

City Clerk to sign and attest, respectively, the agreement - Action Item (Public Works Director Johnson)

Councilor Schroeder and Council President Kleeburg moved and seconded, respectively, to approve the Interagency Agreement between the Lewiston Orchards Sewer District and the City of Lewiston and authorize the Mayor to sign the agreement. **ROLL CALL VOTE: VOTING AYE: Kleeburg; Wright; Forsmann; Schroeder; Klein; Spickelmire.**

G. ORDINANCES

1. SECOND AND THIRD READINGS

- a. **ORDINANCE 4921**: Considering repealing and reserving Section 37-129 of the Lewiston City Code entitled "Use of prefabricated containerized transport units as accessory buildings or storage units" and amending Section 37-131 of the Lewiston City Code allowing use of shipping containers as an accessory building - Action Item (City Planner Plaskon)

Councilors Klein and Schroeder moved and seconded, respectively, to dispense with the requirement that an ordinance be read on three different days and to combine the second and third readings. The motion passed 6-0.

Councilors Klein and Schroeder then moved and seconded, respectively, to waive the third reading in full of Ordinance 4921 and approve the reading of Ordinance 4921 by title only. The motion passed 6-0.

ORDINANCE 4921: AN ORDINANCE OF THE CITY OF LEWISTON REPEALING AND RESERVING SECTION 37-129 OF THE LEWISTON CITY CODE ENTITLED "USE OF PREFABRICATED CONTAINERIZED TRANSPORT UNITS AS ACCESSORY BUILDINGS OR STORAGE UNITS"; AND AMENDING SECTION 37-131 OF THE LEWISTON CITY CODE ALLOWING USE OF SHIPPING CONTAINERS AS AN ACCESSORY BUILDING; AND PROVIDING AN EFFECTIVE DATE.

2. ADOPTION AND APPROVAL OF ORDINANCE SUMMARIES

- a. **ORDINANCE 4921**: Action Item

Councilors Klein and Schroeder moved and seconded, respectively, to adopt Ordinance 4921 and approve the related ordinance summary. **ROLL CALL VOTE: VOTING AYE: Kleeburg; Wright; Forsmann; Schroeder; Klein; Spickelmire.**

Lewiston City Council
Regular Meeting Minutes
March 24, 2025 – 6:00 p.m. – Page 4 of 5

VII. ITEMS MOVED FROM THE CONSENT AGENDA - Action Item

VIII. UNFINISHED AND NEW BUSINESS

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

Councilor Klein announced that it is Girl Scout Cookie season.

Councilor Forsmann recognized March as National Women's History Month and expressed appreciation to all women.

- B. CITY BOARDS AND COMMISSIONS LIAISON UPDATES**

Councilors shared updates regarding their assigned Boards and Commissions.

- C. MAYOR COMMENTS**

Mayor Johnson thanked City staff for their work on the Main Street proposed bond open houses and noted that additional open houses are planned.

- D. AGENDA TOPICS:** Action Item

Councilor Spickelmire moved to add the Bryden Ave/Canyon construction maintenance plan to a future agenda. Councilor Forsmann seconded, and the motion passed 6-0.

IX. ADJOURNMENT - Action Item

There being no further business to come before the Lewiston City Council, Councilor Schroeder and Council President Kleeburg moved and seconded, respectively, to adjourn the March 24, 2025 Regular Meeting. The motion carried 6-0 and the meeting adjourned at 7:04 p.m.

Daniel G. Johnson, Mayor

Tanya M. Brocke, City Clerk

Lewiston City Council
Regular Meeting Minutes
March 24, 2025 – 6:00 p.m. – Page 5 of 5

April 2, 2025

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

I. CALL TO ORDER

COUNCILORS PRESENT: Mayor Johnson; Councilor Forsmann; Councilor Klein (Zoom); Councilor Schroeder; Councilor Spickelmire; Councilor Wright (3:10 p.m.).

COUNCILORS EXCUSED: Council President Kleeburg.

II. PLEDGE OF ALLEGIANCE

Mayor Johnson led the Pledge of Allegiance.

III. DISCUSSION ITEMS

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

A. AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME) LOCAL 1124 COLLECTIVE LABOR AGREEMENT: - Action Item

The Council held a Special meeting to discuss the current AFSCME contract and gather feedback from staff and union representatives. Human Resources Director Nikki Province provided an overview of union representation, noting 72 positions are recognized, with 70 filled and 30 dues-paying members.

AFSCME President Ryan Horyza emphasized the value of union membership in a right-to-work state, highlighting benefits for recruitment, retention, and employee security. He shared that local union dues support meeting costs, community donations, and emergency assistance for employees.

Council members asked questions regarding non-union employee benefits, overlap with personnel policy, and the City’s role in encouraging participation. Staff clarified that union enrollment is voluntary and handled by the union.

Laura Hansen, AFSCME Council 2 Representative, shared a letter in support of continued union recognition.

City employees Pat Wilson, Mike Crooks, Brandon Guzman, and former employee Kim Bingman spoke about the benefits of the contract, including safety provisions, fairness, and employee retention. A new employee, Seth Williamson, asked about union dues distribution, which was explained by staff and union representatives.

Lewiston City Council
Special Meeting Minutes
April 2, 2025 – 3:00 p.m. – Page 1 of 2

Following the discussion, Mayor Johnson thanked those who spoke, noted the Council would continue the discussion at the April 7, 2025 Work Session, and recessed the meeting at 4:15 p.m. to enter into Executive Session.

IV. EXECUTIVE SESSION

Idaho Code § 74-206(1)(j) to consider labor contract matters authorized under §§ 74-206A (1)(a) and (b) - Action Item

Mayor Johnson reconvened the meeting at 4:21 p.m.

Councilors Forsmann and Klein moved and seconded, respectively, to go into Executive Session pursuant to Idaho Code § 74-206(1)(j) to consider labor contract matters authorized under §§ 74-206A (1)(a) and (b). **ROLL CALL VOTE: VOTING AYE: Schroeder; Klein; Forsmann; Wright; Spickelmire. VOTING NAY: None. EXCUSED: Kleeburg.**

V. ADJOURNMENT - Action Item

There being no further business to come before the Lewiston City Council, Councilors Schroeder and Wright moved and seconded, respectively, to adjourn the April 2, 2025 Special Meeting. The motion carried 5-0 and the meeting adjourned at 5:27 p.m.

Daniel G. Johnson, Mayor

Tanya M. Brocke, City Clerk

December 18, 2024

The PUBLIC WORKS ADVISORY COMMISSION (PWAC) met in the Bell Building 2nd Floor Meeting Room at 215 “D” Street. Council Liaison and Chair Kathy Schroeder called the meeting to order at approximately 12:04 p.m.

Public Works Advisory Commission meetings are recorded live. To view the video, go to <https://www.youtube.com/watch?v=xSd7GAnyk4Y>

I. CALL TO ORDER

COMMISSIONERS PRESENT: Vice-Chair Kevin Kelly, Laura Wright, Ryan Rehder, and Lytonia “LT” Gardee

COMMISSIONERS ABSENT: Brent Bourassa and Kayleigh Philippi

CITY COUNCIL LIAISONS PRESENT: Chair and Councilor Kathy Schroeder

CITY COUNCIL LIAISONS ABSENT: Councilor Kasee Forsmann

STAFF MEMBERS PRESENT: Dustin Johnson, PE, Public Works Director; Haley Kelley, Public Works Specialist

OTHERS PRESENT: Randy Giles, PE, Assistant Regional Administrator - Design & Program Management for the South Central Region of the Washington State Department of Transportation (WSDOT); Barney Metz, Lewiston Orchards Irrigation District (LOID) General Manager; Idaho Transportation Department (ITD) District 2.

II. CITIZEN COMMENTS

None.

III. CONSENT AGENDA

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

Commissioner Rehder and Wright moved and seconded, respectively, approval of the Consent Agenda. The motion carried 4-0.

A. APPROVAL OF OCTOBER 16, 2024 MEETING MINUTES: - Action Item

IV. ACTIVE AGENDA

A. US-12 INTERSTATE HIGHWAY BRIDGE ("BLUE BRIDGE") PRESENTATION FROM WSDOT: - Presentation

Randy Giles, PE, Assistant Regional Administrator - Design & Program Management for the South Central Region of the Washington State Department of Transportation (WSDOT) presented information about the Blue Bridge based on questions and concerns raised by the Commission in its March 2024 letter. The Commission posed the following questions to Mr. Giles during his presentation:

Commissioner Comments	Presenter Comments
Commissioner Wright asked if WSDOT had found evidence of filtration issues when	Mr. Giles said that he was not certain but would follow up with the maintenance crew and relay those findings to the

conducting biannual inspections.	Commission. He said the existing drainage system is not intricate and could get clogged with debris.
Commissioner Wright asked if the historical status of the bridge would affect the types of improvements that could be made.	Mr. Giles said that the bridge could be on the historical register which would impact the process in pursuing improvements but it would not prevent that course of action.
Commissioner Rehder inquired about the regulatory authority of the bridge.	Mr. Giles said that WSDOT works through the Washington State Department of Ecology and the United States Army Corps of Engineers (USACE) but cannot speak on the process for Idaho.

Mr. Giles shared that WSDOT does not have plans at this time to program stormwater infrastructure improvements for the bridge and that the current focus has on preservation of assets, not improvements. He said that WSDOT is now aware of the issue and has a hydraulic engineer conducting an evaluation which could lead to a project proposal to increase the stormwater drainage on the bridge. He emphasized that any improvements could snowball into other issues due to today's standards for compliance. Mr. Giles would like to collaborate with Idaho on future projects or efforts to improve drainage.

B. THAIN ROAD CORRIDOR AND ACCESS STUDY: - Action Item

Director Johnson provided an overview of how the City uses planning documents to inform decision making. He said that the study had been brought to City Council for consideration at the November 25, 2024 meeting to adopt the findings of the study without binding City Council to any future projects; the motion failed.

Vice-Chair Kelly asked if the Commission could provide comment or show support through a letter of support written by staff.

Barney Metz, Lewiston Orchards Irrigation District (LOID) General Manager was in the audience and requested the opportunity to comment; Chair Schroeder granted approval. Mr. Metz said that the atmosphere at the November 25, 2024 City Council meeting had been negative and believed it affected the outcome.

Commissioner Wright asked if the consultant had provided a formal presentation to City Council. Mr. Johnson said that the study was presented at a Work Session but due to the nature of those meetings, the information was condensed. He said that there had not been a subsequent presentation but that one would be provided at the December 23rd meeting by staff. Ms. Wright advised staff to clearly communicate during the presentation that City Council is not bound by the contents of the study if adopted.

Mr. Kelley said that in the interest of improving traffic circulation and public safety in the Thain Road Corridor, the Commission should support the adoption of the study with the understanding that the it would serve as a guiding document and would not bind the City of Lewiston to any of the proposed projects or recommendations.

Vice-Chair Kelly and Commissioner Gardee moved and seconded, respectively, a motion to direct staff to prepare a letter to City Council using Mr. Kelly's comments. The motion carried 4-0; Commissioner Rehder abstained and requested permission from the Chair to explain his reasoning which was Chair Schroeder granted. Mr. Rehder explained that he does not have enough information to fully understand City Council's decision and has concerns about exacerbating the public perception around the study's

intention and value. Ms. Wright and Ms. Schroeder agreed to Mr. Rehder's points of concern.

Mr. Johnson explained the study is being brought before City Council once more by request of the Mayor. He said that City Council has the latitude to approve, amend, or reject the resolution to adopt and, in the event that it is rejected, he will request that City Council provide reasoning and guidance to staff to inform future projects along Thain Road.

Mr. Rehder said that he would support a motion to provide City Council with a letter of support from the Commission if it included language requesting that City Council provide staff with specific direction if the study is rejected.

Vice-Chair Kelley and Commissioner Wright moved and seconded, respectively, a motion to amend the proposed letter to include Mr. Rehder's comments. The motion carried 5-0.

V. ITEMS MOVED FROM THE CONSENT AGENDA - Action Item

VI. DIRECTOR'S REPORT

Director Johnson shared current staff efforts in reviewing frontage improvements and engineering requirements in an effort to amend City Code to provide flexibility for developers without sacrificing ADA compliance. He anticipates that these amendments will be brought to the Commission in future before presentation to City Council.

Mr. Johnson said that the proposed general obligation (GO) bond for the Main Street Reconstruction Project will be voted on in May 2025 and that downtown business owners expressed an interest in campaigning. Commissioner Wright expressed concern about the traffic volume on the Levee Bypass and how it may be affected by this project. Mr. Johnson said that he would relay these concerns to the consultant.

Vice-Chair Kelly left the meeting at approximately 1:15 p.m.

VII. UNFINISHED & NEW BUSINESS

A. COMMISSIONER COMMENTS: - Action Item

None.

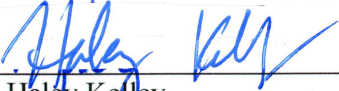
B. STAFF LIAISON COMMENTS: - Action Item

None.

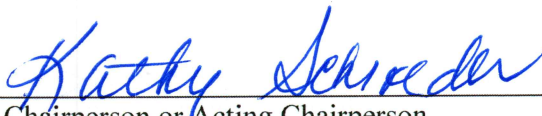
VIII. ADJOURNMENT - Action Item

There being no further business, Commissioners Wright and Gardee moved and seconded, respectively, to adjourn the meeting. The motion carried 4-0 and the Public Works Advisory Commission adjourned at approximately 1:18 p.m.

RESPECTFULLY SUBMITTED,



Haley Kelley,
Recording Secretary



Chairperson or Acting Chairperson
Public Works Advisory Commission

Approved this 19 day of March, 2025



Lewiston City Library Art Committee Minutes
January 16, 2025
4 PM
Library Community Room

- 1. Call to order:** The meeting was called to order at 4:03 PM with Ray Esparsen, Kelsey Grafton, Linda Scott, John Patterson, Deena Heath and Lynn Johnson in attendance.
- 2. Approval of previous meeting minutes:** Kelsey Grafton moved and John Patterson seconded a motion to approve the minutes of the November 21, 2024 meeting. The motion passed unanimously.
- 3. Unfinished Business**
 - a. Review of 2025 Exhibit Calendar to Date
 - I. Rachel Eastman's work will be installed in February and Kelsey and Lynn are working with her to plan a public presentation on her work.
 - II. Dawn Norman, artist scheduled for the fall of 2025, visited and toured the space with Deena on January 11, 2025 to plan for her fall installation. Lynn will contact her to inquire about a public presentation.
 - b. Writing Programs Update
 - I. Deena shared that Jennifer Anderson has planned three speakers for April to present weekly as a writing workshop program open to the public. Lynn will contact her to request information about the presenters for publicity.
- 4. New Business**
 - a. Update to Public Art Policy
 - I. Lynn Johnson shared the newly revised Public Art Policy and encouraged the committee to review it and bring thoughts or questions back to the next meeting for discussion.
 - b. Review of Library Art Committee Bylaws
 - I. The newly drafted bylaws were shared with the committee and reviewed.
 - c. Appointment of New Committee Chair - Deena moved and Linda seconded a motion to appoint Kelsey and Ray as co-chairs for 2025. The motion passed unanimously.
- 5. Upcoming Meetings:**
 - a. February 20, 2024
 - b. March 20, 2025

6. Adjournment - Linda moved and Kelsey seconded a motion to adjourn.

Lewiston City Library
Board of Trustees
Regular Meeting | Wednesday, February 19, 2025
Event Space

1. Call to Order: The meeting was called to order at 5:39 PM by Diana Ames
Trustees Present: Diana Ames, Josh Brown, Andy Hanson via Zoom, Rebecca Snodgrass via Zoom,
Councilor Liaison Absent: Jim Kleeburg
Library Staff: Library Director Lynn Johnson, Administrative Assistant Bruno Alvino
2. Recognition of Visitors
 - a. None
3. Public Comment & Correspondence
 - a. L. Johnson provided a letter that accompanied a donation from the Tscemicum Club. No other correspondence was received.
4. City of Lewiston Council Report
 - a. None
5. Library Foundation Report
 - a. None
6. Consent Agenda - Action Item
 - a. Approval of Minutes of Previous Meetings - Board of Trustees from January 8, 2025 Special Meeting and January 15, 2025
 - b. Review of Statistical Report
 - c. Approval of Statement of Expenses
 - i. Andy Hanson moved to approve the consent agenda and Josh Brown seconded. All in favor. Motion carried.
7. Committee Reports
 - a. Art Committee
 - i. L. Johnson reported that the Art Committee will meet tomorrow Thursday, February 20. The upcoming artist will be Rachael Eastman.
8. Director's Report
 - a. Grants
 - i. L. Johnson reported the Digital Access for All Idaho grants are being reviewed. The Creative Aging grant has been awarded and will be used for art classes for seniors.
 - ii. Johnson included that Linda M. completed her art mural in the children's library and the library hosted a presentation that went great with an attendance of 94 people.

- iii. L Johnson shared she has attended a University of Washington community archive grant webinar for which she plans to apply. If awarded, it will allow for a possible historical digitization project.
 - b. Facilities Update
 - i. L. Johnson reported that there has been an ongoing leak from the Rooftop Gallery to the first floor meeting room below. The Facilities Department has had the space abated but the leak has not been fixed as of yet and the room is not available to the public for use.
 - c. Staffing Update
 - i. L. Johnson reported that M. Wren will start on February 24 filling a 24-hour-per-week library assistant position.
 - d. Strategic Plan Final Update
 - i. L. Johnson commented that she had finished the disaster plan as a final part of the strategic plan and noted some items that were not addressed, such as exterior painting.
- 9. Unfinished Business
 - a. Review of Public Survey Results
 - i. The board reviewed the public survey results. A. Hanson asked the administrative staff to bring back three to five suggestions for discussion based on the results.
 - b. Items Moved from Consent Agenda - Action Item
 - i. None
- 10. New Business
 - a. Priorities for 2026 Budget - Action Item
 - i. A discussion proceeded around the need for a potential self-check machine replacement and other options, such as staff building a custom machine. Other possible items discussed that will impact budget planning included digital streaming options like Hoopla as requested by patrons, additional mobile shelving for the children's area, additional adult nonfiction shelving, updated seating and mobile study spaces. No action was taken.
 - b. Public Internet via E-Rate - Action Item
 - i. L. Johnson provided the Board with an update on the current bid process for E-Rate-funded internet and the library's possible options, including moving to the city-provided internet.
 - 1. Josh Brown motioned to bring the internet via e-rate topic to the March 19 meeting unless L. Johnson needs to make a decision prior to the meeting based on bid deadlines and Rebecca Snodgrass seconded. All in favor. Motion carried. Andy Hanson was absent.
 - c. Library Closure Request for Staff Training - Action Item
 - i. Rebecca Snodgrass moved to close the library on May 5th for a semi-annual professional development day, and Josh Brown seconded. All present in favor, and the motion carried.

11. Schedule of Upcoming Meetings
 - a. Regular Meeting: March 19, 2025
 - b. Regular Meeting: April 16, 2025
12. Adjournment - Action Item
 - a. Josh Brown motioned to adjourn at 7:16 PM and Rebecca Snodgrass seconded.

March 06, 2025

The HISTORIC PRESERVATION COMMISSION met in the Bell Building Upstairs Conference Room at 215 "D" Street. Vice Chair King called the meeting to order at 10:04 a.m.

I. CALL TO ORDER

COMMISSIONERS PRESENT: Ed King, Vice Chair; Dennis Ohrtman; Laurinda Riggs; Bob Reitz; Lisa Hasenoehrl; Kayleigh Phillipi;

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

STAFF MEMBERS PRESENT: Katie Hollingshead, Assistant Planner;

CITY COUNCIL LIAISON PRESENT: Kasee Forsman (via Zoom)

GUESTS: Tyler Schram, CSHQA (via Zoom); Danielle Weaver, CSHQA (via Zoom);

II. CITIZEN COMMENTS

None.

III. NEW BUSINESS

1. Approval of Minutes, February 6, 2025 Regular Meeting

Vice Chair King asked if the Commission had any questions or amendments to the minutes. There were none. Commissioners Riggs and Reitz moved and seconded, respectively, to approve the minutes as written. Motion carried 6-0.

2. Certificate of Appropriateness Review for the Liberty Theater Preservation Alliance:

Staff Hollingshead reviewed the application and architectural renderings for the restoration of the marquee at 611 Main Street for the Liberty Theater. Staff Hollingshead introduced Danielle Weaver and Tyler Schram from CSHQA who had provided the architectural drawings. Ms. Weaver provided additional information regarding the paint sampling work that had been done and Staff Hollingshead passed out paint sample sheets to the Commission.

Vice Chair King walked the Commission through the West End Historic District Design Guidelines review sheet. Commission discussed and found the application to

be in conformance with guidelines B-1, B-2, B-5, D-1, G-1 and L-1. All other guidelines were not applicable to the project. Commissioners Reitz and Riggs moved and seconded, respectively, to approve the Certificate of Appropriateness for the Liberty Theater marquee restoration at 611 Main Street. Motion passed 6-0.

3. Liberty Theater Preservation Alliance Request for letter of support for Commemoration of Walt and Lillian Disney's wedding in Lewiston on July 13, 1925.

Staff Hollingshead reviewed that Jan Johnson with the Liberty Theater Preservation Alliance had presented to the Commission in February regarding support for a commemoration event. Staff Hollingshead and Chair Boots had worked together to draft the requested support letter, which was provided to the Commission for review and signature.

Commissioners Ohrtman and Hasenoehrl moved and seconded, respectively, to approve the letter as written and sign and send it to the Liberty Theater Preservation Alliance. Motion passed 6-0.

IV. OLD BUSINESS

1. Historic Churches project

Staff Hollingshead stated that she had not worked any further on this project since the February meeting but the Commissioner Ohrtman had brought in additional information on Trinity Lutheran and she would add that to the file.

V. COMMISSIONER COMMENTS:

None.

VI. COUNCIL LIASION COMMENTS:

Councilor Forsman stated that the council had discussed at their work session getting updates from all the City Commissions. Staff Hollingshead asked Councilor Forsman to share the letter of support from the Commission with Council.

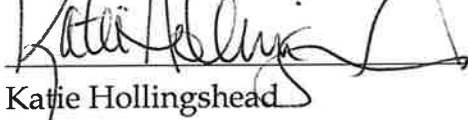
VII. STAFF-COMMISSION COMMUNICATIONS:

Staff Hollingshead asked if there were any Commissioners who were unable to attend the April 3, 2025 meeting. Commissioner Hasenoehrl stated that she would not be able to attend. Staff Hollingshead said that the Commissions request for a proclamation by the Mayor for May to be Historic Preservation Month would be on the agenda.

VIII. ADJOURN

There being no further business, Commissioners Ohrtman and Reitz moved and seconded, respectively to adjourn the meeting of the Historic Preservation Commission at approximately 10:35 a.m. Motion passed 6-0.

RESPECTFULLY SUBMITTED,



Katie Hollingshead
Recording Secretary



Chairperson or Acting Chairperson
Historic Preservation Commission

Approved this 3 day of April, 2025.

March 12, 2025

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

I. CALL TO ORDER

COMMISSIONERS PRESENT: Gabriel Iacoboni, Chair; Shaunita Cable; Cynthia Ball; Kathy Branson via Zoom;

COMMISSIONERS EXCUSED: Emily Wolf, Vice Chair; Kevin Kelly; Maureen Anderson;

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

II. CITIZENS COMMENTS

None

III. ACTIVE AGENDA

A. APPROVAL OF FEBRUARY 26, 2025 MEETING MINUTES (ACTION ITEM)

Commissioner Branson and Chair Iacoboni moved and seconded, respectively, approval of the February 26, 2025 meeting minutes as written. The motion carried 4-0.

B. APPROVAL OF THE REASONED STATEMENT FOR CONDITIONAL USE PERMIT APPLICATION CUP25-1 BY LEWIS CLARK EARLY CHILDHOOD PROGRAM (ACTION ITEM):

Commissioner Cable provided corrections and recommendations for changes to the Reasoned Statement for CUP25-1.

Commissioners Ball and Branson moved and seconded, respectively, to approve the Reasoned Statement for CUP25-1 as amended. The motion carried 4-0.

IV. STAFF-COMMISSION COMMUNICATIONS:

A. Query of Commissioners for the March 26, 2025 meeting.

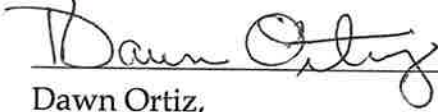
Staff Hollingshead stated there is a public hearing for code amendments on landscaping and a preliminary plat.

All current commissioners present will be in attendance for the March 26, 2025 meeting.

V. ADJOURN

There being no further business, Commissioner Branson and Cable moved and seconded, respectively, to adjourn. The motion carried 4-0 and the Planning and Zoning Commission adjourned at approximately 5:49 p.m.

RESPECTFULLY SUBMITTED,



Dawn Ortiz,
Recording Secretary



Chairperson or Acting Chairperson
Planning and Zoning Commission

Approved this 26th day of March, 2025.



Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
ACROSS THE STREET PRODUCTIONS INC	118703	3/20/2025	FIRE	FIRE - ACROSS THE STREET PROD - TRAINING	\$3,465.00
ADVANCED CONTRACTING LLC DBA ADVANCED COATINGS	400018	3/20/2025	PARKSFAC	ADVANCED CONTRACTING - LIBRARY ABATEMENT	\$16,990.55
AERZEN USA CORP	400019	3/20/2025	WSTWTR	PW-WWTP-OIL FOR BLOWERS; QUOTE ATTACHED	\$148.63
AG-PRO	118705	3/20/2025	FLTMaint	BPO/ FLEET REPAIR PARTS	\$42.90
			TRNSPN	BPO - ST/TR - CHEMICAL EQUIPMENT	\$98.00
AMAZON CAPITAL SERVICES	118706	3/20/2025	EXECUTIVE	EXEC BPO: OFFICE/TRAINING SUPPLIES FOR CLERK	\$57.63
			FIRE	FIRE - AMAZON - ADMIN SUPPLIES	\$108.74
				FIRE - AMAZON - STATION SUPPLIES	\$170.00
			FLTMaint	BPO/ FLEET REPAIR PARTS & OFFICE SUPPLIES	\$32.49
				REPL INVERTER CHARGER FOR #285 AMB	\$695.14
			INFOSYSTMS	ETHERNET COUPLERS	\$99.90
				RADIO CABLE CONNECTION ENDS AND CABLING SUPPLIES	\$373.28
			LIBRARY	BPO - LIB - CATALOGING SUPPLIES	\$45.65
			PARKSFAC	FACILITIES - AMAZON - SUPPLIES FOR STEVE	\$14.86
				PARKS ADMIN - AMAZON - OFFICE SUPPLIES	\$36.61
			POLICE	PD-CHARGER TO REPLACE DISPATCH VACCUUM CHARGER	\$17.45
				PD-DEXNOR IPHONE 16 CASE FOR CHIEF WORK CELL	\$32.48
				PD-DISPATCH LOGITECH M330 MOUSE FOR COMPUTERS	(\$59.97)
			RECREATION	RECREATION - AMAZON - CHARGER & TAPE MEASURE	\$44.23
			TRNSPN	PW - ENG:DEV - 34" PC MONITOR: J CRAWFORD	\$259.99
			WATER	PW-WTP-POWER SUPPLY FOR LAB EQUIPMENT	\$13.98
				PW-WTP-WIRELESS MINI DEHUMIDIFIER, ETC	\$80.87
ANATEK LABS INC	400020	3/20/2025	WATER	PW-WTP-BPO SAMPLING ANALYSIS FOR COMPLIANCE	\$480.00
			WSTWTR	BPO-PW-WWTP-LAB SAMPLE ANALYSIS	\$255.00
ASOTIN COUNTY LANDFILL	118707	3/20/2025	SANITATION	BPO - PW - FY25 MONTHLY SOLID WASTE DISPOSAL	\$107,054.91
			WSTWTR	BPO-PW-WWTP-FY25 MONTHLY DISPOSAL	\$340.13
ATLAS COPCO COMPRESSORS LLC	118708	3/20/2025	WSTWTR	PW-WWTP-GA7 PARTS; QUOTE ATTACHED	\$2,992.00



Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
ATLAS SAND & ROCK	118709	3/20/2025	PARKSFAC	ATLAS - CONCRETE PURCHASE FOR PIONEER	\$2,617.50
				ATLAS - SAND FOR ARTIFICAL TURF ON BALL FIELDS	\$472.16
			WATER	WR524 7TH ST CT; TRENCH BACKFILL MATERIAL	\$5,233.64
			WSTWTR	PW-WWCOLL- BPO CONCRETE	\$52.29
AUSTIN BROWN	118717	3/20/2025	FIRE	BPO FIRE - DR. AUSTIN BROWN - MEDICAL CONTROL	\$3,075.00
AVISTA	118664	3/13/2025	CEMETERY	3/4/25 BILL DATE UTILITY CHARGES	\$245.08
			COMDEV	3/4/25 BILL DATE UTILITY CHARGES	\$1,158.90
			LIBRARY	3/4/25 BILL DATE UTILITY CHARGES	\$2,697.47
			PARKSFAC	3/4/25 BILL DATE UTILITY CHARGES	\$18,176.48
			RECREATION	3/4/25 BILL DATE UTILITY CHARGES	\$281.68
			SANITATION	3/4/25 BILL DATE UTILITY CHARGES	\$557.95
			TRNSPN	3/4/25 BILL DATE UTILITY CHARGES	\$44,774.50
			WATER	3/4/25 BILL DATE UTILITY CHARGES	\$37,122.60
			WSTWTR	3/4/25 BILL DATE UTILITY CHARGES	\$28,754.86
AXON ENTERPRISE INC	400021	3/20/2025	POLICE	PD-FLEET 3 TRUE UP BUNDLE ANNUAL RENEWAL	\$1,971.80
B&H FOTO & ELECTRONICS CORP	118710	3/20/2025	POLICE	LPD - DOOR/GATE ACCESS CONTROL EQUIPMENT	(\$368.40)
			TRANSITCAP	TRANSIT CC STOP CAMERA/DOOR EQUIPMENT	\$2,672.34
BAINBRIDGE ASSOCIATE LLC DBA BAINBRIDGE ASSOCIATES	118711	3/20/2025	WATER	PW-WD-PRV STATION LITHIUM BATTERY PACKS (4)	\$492.00
BANNER BANK-CITY ATTORNEY	118677	3/20/2025	LEGAL	FOXIT PDF RENEWAL FOR CITY ATTY OFFICE FY25	\$316.00
BANNER BANK-IT	118678	3/20/2025	INFOSYSTMS	ODOO UPGRADES AND SUPPORT CHARGES	\$293.74
BANNER BANK-SANITATION	118679	3/20/2025	TRNSPN	PW-ADMIN-RINGCENTRAL; ANNUAL	\$275.88
BAVCO	118712	3/20/2025	PARKSFAC	PARKS - BAVCO - REPAIR KIT	\$313.90
BDP INDUSTRIES	118713	3/20/2025	WSTWTR	PW-WW051-WWTP-WASH WATER PUMP FOR BELT PRESS	\$6,499.07
BLUE RIBBON LINEN SUPPLY INC	118714	3/20/2025	FIRE	BPO FIRE - BLUE RIBBON - LAUNDRY SERVICE	\$1,026.24
BLUE TO GOLD LLC	118715	3/20/2025	POLICE	PD-IN PERSON TRAINING FOR ALL OFFICERS, DUE AFTER	\$8,415.00
BOB'S TROPICAL FISH & PET SHOP INC DBA BOB'S PET & POND	118716	3/20/2025	LIBRARY	BPO - LIB - FISH TANK CLEANING	\$79.99
BRIAN E WARD DBA GUMBY ENTERPRISES INC	118782	3/20/2025	FLTMAINT	BPO - FLEET TOOLS & SUPPLIES	\$179.50



Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
C.E.M. LIFTS INC	11872 2	3/20/2025	FLTMAINT	CONTR SRVC / ANNUAL HOIST INSPECTIONS	\$1,012.50
CANON FINANCIAL SERVICES INC	11871 8	3/20/2025	COMDEV	BPO-CD-CANON PRINTER: DX5760I COPIER LEASE-CANON	\$253.63
CATALYST MEDICAL GROUP PLLC	11872 0	3/20/2025	FIRE	BPO - FIRE - CATALYST MEDICAL - PHYSICALS	\$449.62
CDW GOVERNMENT LLC	11872 1	3/20/2025	INFOSYSTMS	RECEIPT PRINTER CLEANING KIT	\$37.89
CENTURYLINK	11868 0	3/20/2025	COMDEV	3/11/25 BILL DATE UTILITY CHARGES	\$86.00
			FIRE	3/11/25 BILL DATE UTILITY CHARGES	\$787.34
			INFOSYSTMS	3/11/25 BILL DATE UTILITY CHARGES	\$579.22
			LIBRARY	3/11/25 BILL DATE UTILITY CHARGES	\$57.99
			PARKSFAC	3/11/25 BILL DATE UTILITY CHARGES	\$1,042.00
			POLICE	3/11/25 BILL DATE UTILITY CHARGES	\$959.02
			TRANSITOP	3/11/25 BILL DATE UTILITY CHARGES	\$172.00
			WATER	3/11/25 BILL DATE UTILITY CHARGES	\$430.00
			WSTWTR	3/11/25 BILL DATE UTILITY CHARGES	\$459.96
CHRIS BANN	11869 2	3/20/2025	WATER	MEALS C. BANN PROFESSIONAL DEVELOPMENT CEU BOISE	\$152.00
CINTAS CORPORATION #606	11872 3	3/20/2025	FLTMAINT	BPO/ FLEET UNIFORM RENT & LAUNDRY	\$175.17
			PARKSFAC	BPO - PARKS - CLEANING SUPP. & LAUNDERED UNIFORMS	\$84.24
CITY OF LEWISTON	2333	3/14/2025	CEMETERY	FEBRUARY '25 W/S/G	\$39.00
			COMDEV	FEBRUARY '25 W/S/G	\$199.75
			LIBRARY	FEBRUARY '25 W/S/G	\$458.78
			PARKSFAC	FEBRUARY '25 W/S/G	\$13,427.76
			SANITATION	FEBRUARY '25 W/S/G	\$1,619.00
			STMWTR	FEBRUARY '25 W/S/G	\$26.64
			TRANSITOP	FEBRUARY '25 W/S/G	\$47.55
			TRNSPN	FEBRUARY '25 W/S/G	\$29,237.93
			WATER	FEBRUARY '25 W/S/G	\$1,072.88
			WSTWTR	FEBRUARY '25 W/S/G	\$2,485.94
CITY OF LEWISTON EMPLOYEE BENEFIT PLAN TRUST	11868 1	3/20/2025	ADMSVC	Payroll Run 1 - Warrant 032025	\$414,312.28
CITY OF LEWISTON EMPLOYEE BENEFIT-CAFETERIA PLAN	11868 2	3/20/2025	ADMSVC	Payroll Run 1 - Warrant 032025	\$8,740.21
CLEARWATER CLEANING SERVICES CORP	40002 2	3/20/2025	PARKSFAC	BPO CONTRACTED CUSTODIAL SERVICES AT LIBRARY	\$4,245.00
CLEARWATER FINANCIAL LLC	11872 4	3/20/2025	TRNSPN	MJ024- MAIN ST CORRIDOR PUBLIC ENGAGEMENT	\$12,000.00
CLEARWATER HYDRAULICS LLC	40002 3	3/20/2025	FLTMAINT	BPO/ FLEET REPAIR PARTS & OSL	\$52.16



Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
CLEMENTS BROWN & MCNICHOLS	400024	3/20/2025	HR	BPO - LEGAL SERVICES	\$1,260.00
COEUR D'ALENE TRACTOR CO	118704	3/20/2025	WSTWTR	PW-WWTP-BPO MOWER MAINT SUPPLIES	\$35.26
COLEMAN OIL COMPANY LLC DBA COLEMAN OIL COMPANY	118725	3/20/2025	CEMETERY	CP-0232417 BILL DATE 3/16/25	\$65.84
			COMDEV	CP-0230708 BILL DATE 03/09/25	\$199.47
				CP-0232417 BILL DATE 3/16/25	\$177.31
			FIRE	CP-0230271 BILL DATE 03/02/25	\$297.89
				CP-0230708 BILL DATE 03/09/25	\$1,101.73
				CP-0232417 BILL DATE 3/16/25	\$1,275.90
			FLTMaint	BPO/ FLEET/ LUBE PRODUCTS & CAR WASHES	\$442.02
			FLTMaint	BPO/ FLEET/ LUBE PRODUCTS & CAR WASHES	\$24.00
				CP-0230708 BILL DATE 03/09/25	\$35.51
			HR	CP-0230708 BILL DATE 03/09/25	\$55.32
			PARKSFAC	CP-0230271 BILL DATE 03/02/25	\$33.66
				CP-0230708 BILL DATE 03/09/25	\$469.73
				CP-0232417 BILL DATE 3/16/25	\$471.93
			POLICE	CP-0230271 BILL DATE 03/02/25	\$408.81
				CP-0230708 BILL DATE 03/09/25	\$1,571.11
				CP-0232417 BILL DATE 3/16/25	\$1,922.76
			SANITATION	BPO - TS - FUEL	\$116.43
				BPO - TS - FY25 FUEL FOR SDI HAUL	\$708.18
				CP-0232417 BILL DATE 3/16/25	\$55.52
			STMWTR	CP-0230708 BILL DATE 03/09/25	\$172.88
				CP-0232417 BILL DATE 3/16/25	\$36.81
			TRANSITOP	CP-0230271 BILL DATE 03/02/25	\$78.40
				CP-0230708 BILL DATE 03/09/25	\$1,411.16
				CP-0232417 BILL DATE 3/16/25	\$1,415.86
			TRNSPN	CP-0230708 BILL DATE 03/09/25	\$1,303.53
				CP-0232417 BILL DATE 3/16/25	\$1,461.75
			WATER	CP-0230708 BILL DATE 03/09/25	\$289.42
				CP-0232417 BILL DATE 3/16/25	\$479.65
				PW-WTP-BPO OIL FOR PUMPS	\$761.25
			WSTWTR	CP-0230271 BILL DATE 03/02/25	\$88.84
				CP-0230708 BILL DATE 03/09/25	\$588.61
				CP-0232417 BILL DATE 3/16/25	\$608.17
COMPUNET INC	118726	3/20/2025	LIBRARY	LIB - NETCLOUD RENEWAL	\$221.40



Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
CONNOR MORBECK	11869 3	3/20/2025	POLICE	MEALS C: MORBECK REID INTERVIEW & INTERROGATION	\$96.00
CONSOLIDATED ELECTRICAL DISTRIBUTORS	11872 7	3/20/2025	PARKSFAC	FACILITIES - CONSOLIDATED ELECTRICAL - LIGHTS	\$119.98
			WATER	WR098 FACILITY SECURITY; UTILITY BOXES	\$197.18
CONTINENTAL AMERICAN INSURANCE COMPANY DBA AFLAC GROUP	11867 6	3/20/2025	ADMSVC	Payroll Run 1 - Warrant 032025	\$1,251.05
CORE & MAIN LP	11872 8	3/20/2025	WATER	WR079 GAL SRV REPLACEMENTS; COPPER&FITTINGS	\$7,426.80
COSTCO WHOLESALE	2244	3/20/2025	WSTWTR	WW098 SECURITY SYSTEM UPGRADES - MONITORS/MOUNTS	\$2,167.89
	2245	3/20/2025	WATER	WR098 SECURITY SYSTEM UPGRADES - MONITORS/MOUNTS	\$1,300.73
CUES INC	11872 9	3/20/2025	WSTWTR	PW-WWCOLL-BPO MISC REPAIRS TO TRUCK EQUIP	\$62.67
D & D MCLAUGHLIN LLC DBA MUD ON THE FLY	11873 0	3/20/2025	GOLFCRS	GC002 - DUANE MCLAUGHLIN GOLF COURSE TEE #4	\$6,840.00
			PARKSFAC	DIG OUT AND PREP FOR PICKLEBALL SHELTER	\$3,680.00
DAN JOHNSON	11869 4	3/20/2025	LEGISLATIV	MEALS D JOHNSON AIC BOISE	\$82.00
DELL MARKETING LP	11873 1	3/20/2025	INFOSYSTMS	LAPTOP - WATER	\$1,463.23
DHC DARICK HEIMGARTNER CONSTRUCTION, LLC	11869 5	3/20/2025	WSTWTR	WRONG ITEMS CHRGD W24-000013 RFND FOR 3716 22ND ST	\$1,976.76
DRUG TESTING ANALYTICS LLC DBA MINERT & ASSOCIATES	40003 1	3/20/2025	HR	BPO - DRUG TESTING SERVICES	\$273.00
EARLY BIRD SUPPLY INC	11873 2	3/20/2025	TRNSPN	BPO - ST/TR - OPERATING SUPPLIES	\$127.35
EFTPS	2370	3/20/2025	ADMSVC	Payroll Run 9 - Warrant 31225M	\$6,436.17
	2373	3/20/2025	ADMSVC	Payroll Run 1 - Warrant 032025	\$159,134.61
ENVISIONWARE INC	40002 5	3/20/2025	LIBRARY	LIB - ENVISIONWARE RENEWAL 2025 -2026	\$1,455.07
ERB'S ACE HARDWARE LLC	11873 3	3/20/2025	FIRE	BPO FIRE - ERB HARDWARE - SUPPLIES	\$51.96
			FLTMANT	BPO/ FLEET REPAIR PARTS & SUPPLIES	\$40.78
			POLICE	PD TRASH CAN FOR PRISONER PROPERTY STORAGE AT NEZ	\$118.99
			WATER	PW-WTP-BPO-OPERATING SUPPLIES: TOOLS & HARDWARE	\$93.93
			WSTWTR	PW-WWCOLL-BPO SUPPLIES AND EQUIPMENT	\$33.96
FATBEAM LLC	40002 6	3/20/2025	LIBRARY	BPO - LIB - PUBLIC INTERNET SERVICES	\$990.00



Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
FEDEX	11873 4	3/20/2025	FIRE	BPO FIRE - FEDEX - SHIPPING	\$81.69
			WSTWTR	PW-WWTP-BPO SHIPPING CHARGES	\$530.81
FOP LEWIS CLARK LODGE #10	11868 3	3/20/2025	ADMSVC	Payroll Run 1 - Warrant 032025	\$1,854.96
GATEWAY MATERIALS	11873 5	3/20/2025	FLTMAINT	REPL BRAKE ACTUATOR ON #522 TRAILER	\$735.00
			PARKSFAC	PARKS - GATEWAY MATERIALS - LEGACY BENCH LEGS	\$484.70
			WSTWTR	PW-WWCOLL-BPO FABRICATED METAL PARTS AND STOCK	\$47.90
GRAINGER	11873 6	3/20/2025	WATER	PW-WTP-BPO MOTORS/PUMPS/TOOLS/FITTINGS	\$220.98
GUARDIAN PLUMBING, HEATING & A/C INC	11873 7	3/20/2025	WATER	PW-WTP-SOUTHHIGH BOOSTER TEMP ISSUE; INV 25-0605	\$120.00
H & H BUSINESS SYSTEMS	11873 8	3/20/2025	FIRE	BPO FIRE - H&H - ADMIN COPIER	\$55.14
			LEGAL	BPO-LEGAL-H & H MONTHLY COPY FEES FY25	\$27.20
			TRNSPN	BPO - ENG:DEV - MPW6700SP WIDE FORMAT MAINTENANCE	\$10.58
HACH COMPANY	11873 9	3/20/2025	WATER	BPO-PW-WTP- FOR PLANT EQUIPMENT/INSTRUMENTS	\$501.53
				WR043 WELL 1A CHLORINE ANALYZER; QUOTE ATTACHED	\$7,296.66
			WSTWTR	PW-WWTP-BPO LAB SUPPLIES	\$1,246.10
				WW051 WWTP LAB EQUIPMENT	\$2,310.22
HAHN SUPPLY	11874 0	3/20/2025	PARKSFAC	BPO - FAC - HVAC SUPPLIES AND TOOLS	\$140.88
HENRY SCHEIN	11874 1	3/20/2025	FIRE	BPO FIRE - HENRY SCHEIN - EMS SUPPLIES	\$1,576.96
HOME DEPOT CREDIT SERVICES	11874 3	3/20/2025	PARKSFAC	FACILITIES - HOME DEPOT - MOSS KILL	\$61.54
				FACILITIES - HOME DEPOT - PRESSURE WASHER	\$204.20
			WSTWTR	PW-WWTP-BPO SUPPLIES, POWER AND HAND TOOLS	\$14.67
HORROCKS ENGINEERS INC	11874 4	3/20/2025	CAPITAL PROJECTS	TR023 SRA; SWAY TO 11TH; PSA (KEY 13443)	\$1,019.87
			TRNSPN	TR023 SRA; SWAY TO 11TH (KN 13443) - SUPP. #2	\$23,617.67
HRA VEBA TRUST	11866 3	3/12/2025	POLICE	VEBA - EARL	\$2,548.28
I A F F - LOCAL #1773	11868 4	3/20/2025	ADMSVC	Payroll Run 1 - Warrant 032025	\$3,216.00
IDAHO CHIEFS OF POLICE ASSOCIATION INC	11874 5	3/20/2025	POLICE	REGISTRATION-KLONE-IDAHO CHIEF OF POLICE ASSOCIATI	\$350.00
IDAHO CHILD SUPPORT RECEIPTING	11868 5	3/20/2025	ADMSVC	Payroll Run 1 - Warrant 032025	\$270.00
IDAHO STATE TAX COMMISSION	11868 6	3/20/2025	ADMSVC	Payroll Run 1 - Warrant 032025	\$28,017.00
				Payroll Run 9 - Warrant 31225M	\$986.00



Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
IDAHO TRUCK SALES CO	11874 7	3/20/2025	FLTMAINT	BPO/ FLEET REPAIR PARTS & REPAIRS	\$225.42
IMAGETREND INC	11874 8	3/20/2025	FIRE	FIRE - IMAGETREND - SOFTWARE	\$4,057.46
INGRAM LIBRARY SERVICES	11874 9	3/20/2025	LIBRARY	BPO - LIB - ADULT FICTION	\$821.37
				BPO - LIB - ADULT NONFICTION 1ST FLR	\$213.52
				BPO - LIB - ADULT NONFICTION 2ND FLR	\$88.77
				BPO - LIB - JUVENILE NONFICTION	\$101.46
				BPO - LIB - LARGE PRINT	\$516.33
				BPO - LIB - TEEN FIC	\$25.63
				BPO - LIB - TEEN NONFICTOIN	\$306.75
				BPO - LIB JUVENILE BOOKMOBILE ORDERS	\$92.75
				LIB - BPO - ADULT BOOKMOBILE	\$103.16
INLAND FASTENER INC	11875 0	3/20/2025	TRNSPN	BPO - TR - OPERATING SUPPLIES	\$63.28
			WSTWTR	PW-WWTP-BPO EQUIPMENT SUPPLIES	\$46.55
IRONCLAD COMPANY	11875 3	3/20/2025	FLTMAINT	SWEeper GUTTER BROOMS FOR ELGIN SWEEPERS	\$4,064.60
ITD REVENUE OPERATIONS	11874 6	3/20/2025	FLTMAINT	BPO/ FLEET LICENSING & REGISTRATION RENEWALS	\$23.00
JOE HALL FORD	11875 4	3/20/2025	FLTMAINT	BPO/ FLEET REPAIR PARTS & OSL	\$287.76
JOHN'S SAW SERVICE	40002 7	3/20/2025	FIRE	BPO FIRE - JOHNS SAW - REPAIR/SUPPLIES	\$2.99
			PARKSFAC	BPO - PARKS - JOHN'S SAW ENGINE REPAIR	\$111.97
J-U-B ENGINEERS	40002 8	3/20/2025	PROPIMPR	PR - COMMUNITY PARK #23-25-001	\$1,046.00
			WATER	PW-WR071 RESERVOIRS EVALS & RECOATS; OWNERS AGENT	\$2,005.10
				PW-WTR-WR043 DESIGN OF CAPITAL WATER REPLACEMENTS	\$912.20
			WSTWTR	WW001 TO16 2024 PIPELINE REPLACE - CEI 4C	\$1,252.00
KENASTON-LEONE & KEEBLE GROUP	40002 9	3/20/2025	ECONDEV	21.027 WR0600 ARPA DWNTNW MAIN REP-CM/GC PH1&PH2	\$56,441.00
KENWORTH SALES COMPANY	11875 5	3/20/2025	FLTMAINT	BPO/ FLEET REPAIR PARTS & OSL	\$184.78
KEVIN RIEHL	11869 6	3/20/2025	WATER	MEALS K. RIEHL PROFESSIONAL DEVELOPMENT CEU BOISE	\$152.00
KINLEY L PEDERSON	11869 9	3/20/2025	RECREATION	BPO SENIOR NUTRITION MEAL DELIVERY REIMBURSEMENT	\$16.75
KINZER AIR LLC	11875 6	3/20/2025	WSTWTR	BPO-PW-WWTP-BPO ONCALL HVAC TROUBLESHOOTING	\$220.00
KORTNEY BEHRENS	11869 7	3/20/2025	WATER	MEALS K. BEHREN PROFESSIONAL DEVELOPMENT CEU BOISE	\$152.00



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Vendor Name	Ck#	Ck Date	Department	Description	Total
L N CURTIS & SONS	11875 7	3/20/2025	FIRE	FIRE - LN CURTIS - FACEPIECE	\$1,752.25
LATAH SANITATION INC	11875 1	3/20/2025	PARKSFAC	BPO PARKS AND CEMETERY PORTABLE TOILETS	\$94.00
			SANITATION	BPO - PW - FY25 MONTHLY YW COMPOSTING SRVCS	\$7,831.06
	11875 2	3/20/2025	CEMETERY	BPO PARKS AND CEMETERY PORTABLE TOILETS	\$83.00
			PARKSFAC	BPO PARKS AND CEMETERY PORTABLE TOILETS	\$893.00
LEAH BURRIS	11869 8	3/20/2025	HR	PRIDE- PRIZES FOR TRIVIA NIGHT	\$700.00
LEATHAM FAMILY LLC DBA SYMBOLARTS LLC	40003 6	3/20/2025	POLICE	PD-2 NEW BADGES FOR OFFICERS	\$255.00
LUPER AUTOMOTIVE INC	40003 0	3/20/2025	FLTMAINT	BPO/ FLEET REPAIR PARTS & OSL	\$75.99
MCMILLEN JACOBS ASSOCIATES	11875 8	3/20/2025	WATER	WR050 RAW WTR INTAKE DESIGN - WTP INTAKE REBUILD	\$26,142.42
MERCURY MEDICAL	11875 9	3/20/2025	FIRE	BPO FIRE - MERCURY MEDICAL - EMS SUPPLIES	\$571.04
MIDWEST TAPE LLC	11876 0	3/20/2025	LIBRARY	BPO - LIB - ADULT DVD ORDERS	\$83.21
				BPO - LIB - JUVENILE DVDS	\$11.24
MISC CUSTOMER REFUND	11866 6	3/13/2025	WATER	UB 0301001554 1020 7TH	\$109.08
	11866 7	3/13/2025	RECREATION	D. DRAPER REVERVATION CANCELATION	\$180.00
	11866 8	3/13/2025	ECONDEV	DESTINY SCHEELER CDBG-L1SD	\$1,500.00
	11866 9	3/13/2025	WATER	UB 0509044857 907 MAGNOLIA	\$18.45
	11867 0	3/13/2025	ECONDEV	PIONEER PRODUCTION SERVICES VIEWPOINT PRODUCTION	\$29,300.00
	11867 1	3/13/2025	RECREATION	R. VOLMAN HOSITN/ORGANIZING CORN HOLE EVENTS	\$300.00
	11867 2	3/13/2025	RECREATION	SHELBY BEEMAN WRONG LEWISTON	\$112.50
	11867 3	3/13/2025	ECONDEV	SUE ANDREWS CDBG-L1SD	\$1,230.00
	11867 4	3/13/2025	HR	VFW POST 10043 PRIDE TRIVIA NIGHT FACILITY RENTAL	\$400.00
	11867 5	3/13/2025	WATER	UB 0504021954 1121 29TH	\$143.05
	11868 7	3/20/2025	WATER	UB 0502000876 1613 11TH	\$149.42
	11868 8	3/20/2025	SANITATION	UB 0602011002 1613 7TH	\$348.49
	11868 9	3/20/2025	WATER	J. HOPPER 1225 N ST SEDIMENT IN HOUSE PLUMBER REIM	\$149.00
	11869 0	3/20/2025	COMDEV	L. GLINES APPEAL OF CUP24-3, CITY REFUND APPEAL FE	\$325.00
	11869 1	3/20/2025	ECONDEV	VALLEY ELECTRIC CDBG-HRP- ARBINI ELECTRICAL	\$169.97



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Vendor Name	Ck#	Ck Date	Department	Description	Total
MITCHELL LEWIS AND STAVER CO	11876 1	3/20/2025	WSTWTR	WW034 LOSD LIFT STATION #4; PUMP IMPELLERS, ETC	\$4,253.25
MORETON & COMPANY	11876 2	3/20/2025	POLICE	PD-ROBERTS NOTARY PUBLIC BOND RENEWAL	\$60.00
MOTION AUTO SUPPLY	11876 3	3/20/2025	WSTWTR	PW-WWTP-BPO BEARINGS/POWER TRANSMISSION PARTS	\$49.43
MP CLOUD TECHNOLOGIES	2375	3/20/2025	FIRE	FIRE - MP CLOUD TECH - DATA	\$4,000.00
MY ARCHITECT LLC	40003 2	3/20/2025	TRANSITCAP	TRANSIT BPO COMM CTR BUS STOP CONSTRUCTION MANAGE	\$1,590.50
NAPA AUTO PARTS	11876 4	3/20/2025	FLTMAINT	BPO - FLEET - REPAIR PARTS & SUPPLIES	\$615.70
			FLTMAINT	BPO - FLEET - REPAIR PARTS & SUPPLIES	\$341.25
			WSTWTR	PW-WWTP-BPO BATTERIES; VEHICLE ITEMS	(\$13.22)
NATIONWIDE RETIREMENT	2371	3/20/2025	ADMSVC	Payroll Run 1 - Warrant 032025	\$11,515.25
NATIONWIDE-RESERVE	2374	3/20/2025	ADMSVC	Payroll Run 1 - Warrant 032025	\$1,505.54
NEZ PERCE COUNTY RECORDER	11876 5	3/20/2025	EXECUTIVE	EXEC BPO: RECORDATION OF DOCUMENTS	\$11.00
NORCO INC	40003 3	3/20/2025	FIRE	BPO FIRE - NORCO - MEDICAL OXYGEN/SUPPLIES	\$711.37
NORTH 40 OUTFITTERS	11876 6	3/20/2025	FLTMAINT	BPO/ FLEET REPAIR PARTS & SUPPLIES	\$69.58
			PARKSFAC	BPO - PARKS - NORTH 40 MISC SUPPLIES	\$71.75
			WATER	PW-WD-BPO OPERATING SUPPLIES	\$21.98
			WSTWTR	PW-WWCOLL-BPO OPERATING SUPPLIES	\$19.99
				PW-WWC-SAFETY BOOTS; CREVISTON	\$175.00
NUANCE COMMUNICATIONS INC	11876 7	3/20/2025	POLICE	BPO PD SOFTWARE LICENSE FEES FOR DRAGON DICTATION	\$1,250.00
ODP BUSINESS SOLUTIONS LLC	11876 9	3/20/2025	LEGAL	BPO-LEGAL-OFFICE DEPOT-OFFICE SUPPLIES FY25	\$173.46
			LIBRARY	BPO - LIB - OFFICE SUPPLIES	\$39.05
			PARKSFAC	BPO - ODP PARKS AND REC OFFICE SUPPLIES	\$39.68
			POLICE	BPO PD OFFICE SUPPLIES	\$180.76
			TRNSPN	BPO - ST/TR - OFFICE SUPPLIES	\$129.39
				MJ024 OPEN HOUSE 3/19/25; BOTTLED WATER CASES (4)	\$63.84
			WSTWTR	PW-WWTP-BPO OFFICE SUPPLIES	\$578.12
O'REILLY AUTO PARTS	11876 8	3/20/2025	FLTMAINT	BPO/ FLEET REPAIR PARTS	\$344.52
OWEN EQUIPMENT	11877 0	3/20/2025	FLTMAINT	BPO/ FLEET REPAIR PARTS	\$48.93
			FLTMAINT	BPO/ FLEET REPAIR PARTS	\$0.00



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Vendor Name	Ck#	Ck Date	Department	Description	Total
OWEN EQUIPMENT	11877 0	3/20/2025	FLTMAINT	REPL HYDR CTRL VALVES FOR #354 JETVAC	\$2,400.99
OXARC	11877 1	3/20/2025	FLTMAINT	BPO/ FLEET REPAIR PARTS & SUPPLIES	\$160.50
			WATER	PW-WD-BPO FABRICATION AND WELDING TOOLS	\$25.28
PERFECTION TIRE OF LEWISTON	11877 3	3/20/2025	FLTMAINT	REPL 4 ALL SEASON TIRES #228 PICKUP	\$1,351.76
PERSI	2372	3/20/2025	ADMSVC	Payroll Run 1 - Warrant 032025	\$232,065.70
PETTY CASH - CITY HALL	11870 0	3/20/2025	FINANCE	MAR '25 PETTY CASH RECONCILIATION	\$33.20
			FIRE	MAR '25 PETTY CASH RECONCILIATION	\$174.62
			POLICE	MAR '25 PETTY CASH RECONCILIATION	\$60.00
			PROPIMPR	MAR '25 PETTY CASH RECONCILIATION	\$26.00
			TRANSITOP	MAR '25 PETTY CASH RECONCILIATION	\$5.68
PRESNELL GAGE PLLC	11877 4	3/20/2025	FINANCE	AUDIT SERVICES FY2024	\$29,000.00
PRINTCRAFT PRINTING	11877 5	3/20/2025	POLICE	BPO PD BUSINESS CARDS	\$150.00
PUBLIC CONSULTING GROUP LLC	11877 2	3/20/2025	FIRE	FIRE - PCG - WA GEMT 2024	\$30,000.00
RELIANCE STANDARD LIFE INSURANCE COMPANY	11870 1	3/20/2025	ADMSVC	Payroll Run 1 - Warrant 032025	\$8,865.70
RICK HINES	11874 2	3/20/2025	FLTMAINT	BPO/ UPHOLSTERY REPAIRS FOR FLEET	\$250.00
RICOH USA INC	11877 6	3/20/2025	EXECUTIVE	EXEC BPO: FY 25 CITY HALL COPIER RENT FOR IMC6000	\$226.83
			LIBRARY	BPO - LIB - LEASE FEES	\$181.20
			POLICE	BPO PD COPIER RENTAL	\$199.87
			TRANSITOP	TRANSIT BPO COPIER (RICOH IM C3500) RENTAL	\$134.76
			WATER	PW-WTP-BPO RICOH IM C4500 LEASE PAYMENT	\$161.95
			WSTWTR	PW-WWCOLL-RICOH IM C4500 LEASE PAYMENT	\$158.18
	11877 7	3/20/2025	EXECUTIVE	EXEC BPO: FY 25 RICOH MAINT/COPY COST PER COPY	\$293.86
			LIBRARY	BPO - LIB - COPY FEES	\$53.35
			PARKSFAC	BPO - PARKS - COLORED COPIES	\$97.53
			POLICE	BPO PD COPY FEES	\$70.37
				BPO PD DISPATCH COPY FEES	\$144.97
			TRANSITOP	TRANSIT BPO COPIER (RICOH IM C3500) COPIES	\$38.42
RUSH TRUCK CENTERS OF IDAHO	11877 8	3/20/2025	FLTMAINT	BPO - FLEET - REPAIR PARTS & REPAIRS	\$225.00



Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
SAFE SHOOTING SOLUTIONS LLC	118779	3/20/2025	WSTWTR	PW-WW-CDL TRAINING; WILKINS, WILPONEN, LEE & WOOD	\$1,600.00
SANITARY DISPOSAL INC DBA SUNSHINE DISPOSAL & RECYCLING	118785	3/20/2025	SANITATION	BPO - PW - FY25 ANNUAL CURBSIDE COLLECTION	\$282,996.28
				BPO - PW - FY25 PROCESSING SINGLE STREAM RECY	\$12,131.88
				BPO - TS - FY25 CARDBOARD	\$96.00
				BPO - TS - FY25 SINGLE STREAM RECYCLING	\$351.39
				BPO - TS - FY25 TONNAGE HAUL	\$25,432.87
SCADACORE INC	118780	3/20/2025	WATER	BPO-PW-WTP-SCADACORE MONTHLY SUBSCRIPTION	\$400.00
			WSTWTR	BPO-PW-WWA-SCADACORE MONTHLY SUBSCRIPTION	\$860.00
				WW099-SCADA UPGRDES; MODBUS MODULES AND BULLETCAT	\$3,516.25
SEA-WESTERN INC	400034	3/20/2025	FIRE	FIRE - SEAWESTERN - TURNOUTS	\$44,746.64
SPARKLIGHT	118783	3/20/2025	STMWTR	BPO - PW DEPT - SURVEY STATION COST SHARE	\$30.39
			TRNSPN	BPO - PW DEPT - SURVEY STATION COST SHARE	\$30.39
			WATER	BPO - PW DEPT - SURVEY STATION COST SHARE	\$30.38
			WSTWTR	BPO - PW DEPT - SURVEY STATION COST SHARE	\$30.39
ST JOSEPH HOSPITAL LLC	118781	3/20/2025	FIRE	FIRE - SJRMC - CPR CERTIFICATION	\$110.00
STANTEC CONSULTING SERVICES INC	400035	3/20/2025	ECONOMIC DEVELOPMENT	MJ007 UTILITY CONCEPT EVAL FOR DEV INFILL	\$23,686.32
STERLING BATTERY COMPANY	118784	3/20/2025	FLTMAINT	BPO - FLEET VEHICLE BATTERIES	\$569.34
STEVE CARLTON CONSTRUCTION INC	118719	3/20/2025	PARKSFAC	MODI PARK: SPRING 2024	\$36,500.00
TELEFLEX LLC	118787	3/20/2025	FIRE	FIRE - TELEFLEX - EMS SUPPLIES	\$299.00
THE HOME DEPOT PRO	118786	3/20/2025	PARKSFAC	FACILITIES - HDSUPPLY - CUSTODIAL SUPPLIES	\$113.70
			TRANSITOP	BPO: TRANSIT COMM CTR BUS STOP RESTROOM SUPPLIES	\$210.62
T-MOBILE	2202	3/13/2025	INFOSYSTMS	BPO - T-MOBILE LINES MONTHLY BILL	\$412.38
	2203	3/13/2025	PARKSFAC	BPO REC ADMIN CELL PHONE CHARGES	\$120.44
	2204	3/13/2025	PARKSFAC	BPO FACILITIES CELL PHONE CHARGES	\$104.04
	2205	3/13/2025	PARKSFAC	BPO PARKS CELL PHONE CHARGES	\$296.72
	2206	3/13/2025	TRNSPN	BPO - ENG - MOBILE/TABLET MONTHLY CHARGES	\$32.80



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Vendor Name	Ck#	Ck Date	Department	Description	Total
T-MOBILE	2207	3/13/2025	TRNSPN	BPO - ENG - MOBILE/TABLET MONTHLY CHARGES	\$44.07
	2208	3/13/2025	TRNSPN	BPO - ENG - MOBILE/TABLET MONTHLY CHARGES	\$69.36
	2209	3/13/2025	TRNSPN	BPO - ST - MOBILE MONTHLY BILL: J MILLER	\$34.68
	2210	3/13/2025	HR	BPO - DATA SERVICE FOR HR DEPARTMENT	\$16.40
	2211	3/13/2025	COMDEV	BPO-CD-PHONE SERVICE FOR CELL PHONES & TABLETS	\$232.49
	2212	3/13/2025	WSTWTR	PW-WW-BPO MOBILE/TABLET MONTHLY CHARGES	\$181.26
	2213	3/13/2025	WATER	PW-WTR-BPO MOBILE/TABLET MONTHLY CHARGES	\$505.81
	2214	3/13/2025	EXECUTIVE	EXEC BPO: TMOBILE CHARGES FOR CLERK CITY PHONE	\$34.68
	2215	3/13/2025	EXECUTIVE	BPO-PIO-MONTHLY PHONE BILL	\$44.07
	2216	3/13/2025	LEGISLATIV	BPO COUNCIL: MONTHLY TMOBILE CHARGES	\$122.26
	2217	3/13/2025	POLICE	BPO PD DEPARTMENT CELL PHONE CHARGES	\$188.42
	2329	3/13/2025	FLTMAINT	BPO/ FLEET T-MOBILE MONTHLY BILL	\$17.17
	2330	3/13/2025	TRANSITOP	BPO TRANSIT IPAD DATA PLAN	\$16.40
	2331	3/13/2025	LIBRARY	BPO - LIB - MONTHLY CELL AND DATA CHARGES	\$234.69
	2332	3/13/2025	STMWTR	BPO - STMW - MOBILE/TABLET MONTHLY CHARGES	\$29.55
TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS INC	118788	3/20/2025	POLICE	BPO PD PRE-EMPLOYMENT CREDIT CHECKS	\$76.95
TRIBUNE PUBLISHING CO	118790	3/20/2025	ECONDEV	CD-CDBG-NOFA PUBLISHED IN TRIBUNE	\$207.20
			EXECUTIVE	EXEC BPO: PUBLICATIONS AND ORDINANCE SUMMARIES	\$285.84
			FINANCE	PUR - ADVERTISEMENT FOR SURPLUS AUCTION	\$35.08
			PARKSFAC	PARKS - LEWISTON TRIBUNE - PUBLIC HEARING AD	\$73.96
TRI-STATE MEMORIAL HOSPITAL	118789	3/20/2025	POLICE	PD-PRE EMPLOYMENT PHYSICAL EXAMS, MOORE AND SCOTT	\$180.00
ULINE	118791	3/20/2025	FIRE	FIRE - ULINE - ST EMS SUPPLIES	\$1,555.16
URM STORES INC	118792	3/20/2025	RECREATION	BPO - SENIOR NUTRITION - DAILY FOOD PURCHASES	\$147.86
	400037	3/20/2025	POLICE	BPO PD BOTTLED WATER AND ICE	\$3.99
			RECREATION	BPO - SENIOR NUTRITION - DAILY FOOD PURCHASES	\$420.73
			WATER	PW-WD-BPO OPERATING/BREAKROOM/CLEANING SUPPLIES	\$46.03



Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
URM STORES INC	400037	3/20/2025	WATER	PW-WTP-BPO OPERATING/BREAKROOM/CLEANING SUPPLIES	\$179.64
			WSTWTR	PW-WWTP-BPO OPERATING/BREAKROOM/CLEANING SUPPLIES	\$338.00
VALLEY WASTE DISPOSAL LLC	118793	3/20/2025	SANITATION	BPO - PW - FY25 NON-MUNICIPAL SW DISPOSAL	\$4,629.36
VWR INTERNATIONAL LLC	118794	3/20/2025	WSTWTR	BPO-PW-WWTP-LAB SUPPLIES	\$168.12
WASHINGTON STATE SUPPORT REGISTRY	118702	3/20/2025	ADMSVC	Payroll Run 1 - Warrant 032025	\$518.12
WELLS FARGO & COMPANY	2241	3/20/2025	INFOSYSTMS	HAND TRUCK AND TOTES	\$169.26
	2242	3/20/2025	LIBRARY	LIB - HEART OF THE MONSTER EVENT REFRESHMENTS	\$45.98
	2243	3/20/2025	INFOSYSTMS	WORKBENCH	\$401.07
	2246	3/20/2025	FIRE	BPO FIRE - COSTCO - STATION SUPPLIES	\$521.46
	2247	3/20/2025	WSTWTR	PW-WWTP-HEP A/B VACCINE SERIES; 3 SHOTS EACH	\$455.73
	2248	3/20/2025	WSTWTR	PW-WWC-HEP A/B VACCINE SERIES; 3 SHOTS EACH	\$303.82
WELLS ONE-COMMUNITY DEVELOPMENT DEPT DBA WELLS FARGO BANK	2234	3/20/2025	COMDEV	CD-2024 IBC AND IRC FOR INSPECTORS	\$345.50
	2235	3/20/2025	COMDEV	CD-MEMBERSHIP RENEWAL- ICC - GOVERNMENT STATUS	(\$170.00)
WELLS ONE-EXECUTIVE DEPT DBA WELLS FARGO BANK	2239	3/20/2025	LEGISLATIV	FUEL - POST FALLS/LEWISTON MEETING	\$48.03
	2240	3/20/2025	LEGISLATIV	FUEL - POST FALLS/LEWISTON MEETING	\$24.56
WELLS ONE-FINANCE DEPT DBA WELLS FARGO BANK	2226	3/20/2025	FINANCE	BPO - FIN - URA INTUIT QUICKBOOKS SUBSCRIPTION	\$35.00
WELLS ONE-FIRE DEPT DBA WELLS FARGO BANK	2343	3/20/2025	FIRE	TRAVEL-FIRE-RIGHTMIER/KELLY-ERT MTG	\$100.00
	2344	3/20/2025	FIRE	TRAVEL-FIRE-SORRELL-EDUCODE	\$674.14
	2345	3/20/2025	FIRE	TRAVEL-FIRE-SORRELL-EDUCODE	\$900.00
	2346	3/20/2025	FIRE	TRAVEL-FIRE-RIGHTMIER/KELLY-ERT MTG	\$9.98
	2347	3/20/2025	FIRE	TRAVEL-FIRE-SORRELL-EDUCODE	\$681.04
	2348	3/20/2025	FIRE	TRAVEL-FIRE-RIGHTMIER/KELLY-ERT MTG	\$167.00
	2349	3/20/2025	FIRE	TRAVEL-FIRE-RIGHTMIER/KELLY-ERT MTG	\$167.00
	2350	3/20/2025	FIRE	TRAVEL-FIRE-RIGHTMIER/KELLY-ERT MTG	\$20.00
	2351	3/20/2025	FIRE	TRAVEL-FIRE-MOWERY/STRONG-PNW FIRE INVEST CONF	\$1,200.00
	2352	3/20/2025	FIRE	TRAVEL-FIRE-LUCAS/WEISSENFELS-BLUE CARD TTT	\$37.01



Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
WELLS ONE-FIRE DEPT DBA WELLS FARGO BANK	2353	3/20/2025	FIRE	TRAVEL-FIRE-LUCAS/WEISSENFELS-BLUE CARD TTT	\$16.41
	2354	3/20/2025	FIRE	TRAVEL-FIRE-LUCAS/WEISSENFELS-BLUE CARD TTT	\$17.79
	2355	3/20/2025	FIRE	TRAVEL-FIRE-LUCAS/WEISSENFELS-BLUE CARD TTT	\$12.95
	2356	3/20/2025	FIRE	FIRE - NAFI - ANNUAL DUES	\$70.00
	2357	3/20/2025	FIRE	TRAVEL-FIRE-LUCAS/WEISSENFELS-BLUE CARD TTT	\$70.00
	2358	3/20/2025	FIRE	TRAVEL-FIRE-LUCAS/WEISSENFELS-BLUE CARD TTT	\$1,288.95
	2359	3/20/2025	FIRE	TRAVEL-FIRE-LUCAS/WEISSENFELS-BLUE CARD TTT	\$1,288.95
	2360	3/20/2025	FIRE	TRAVEL-FIRE-SORRELL-EDUCODE	\$35.00
	2361	3/20/2025	FIRE	TRAVEL-FIRE-SORRELL-EDUCODE	\$36.96
	2363	3/20/2025	FIRE	FIRE - BULLETPPOINT MOUNTING SYSTEMS - PHONE MOUNT	\$534.69
	2365	3/20/2025	FIRE	CAR RENTAL-FIRE-RIGHTMIER/KELLY-ERT MTG	\$80.63
	2368	3/20/2025	FIRE	FIRE - IFCA - ANNUAL DUES	\$170.00
	2369	3/20/2025	FIRE	FIRE - IFCA - ANNUAL DUES	\$170.00
WELLS ONE-HR/RISK DEPT DBA WELLS FARGO BANK	2224	3/20/2025	HR	LIVE WEBINAR TRAINING - MARCH 19, 2025 - WORKPLACE	\$1,505.00
	2225	3/20/2025	HR	LIVE WEBINAR TRAINING - MARCH 19, 2025 - WORKPLACE	\$1,505.00
WELLS ONE-INFO SYS/SEC DEPT DBA WELLS FARGO BANK	2269	3/20/2025	INFOSYSTMS	BPO - UNIFI IDENTITY LICENSES	\$58.00
	2270	3/20/2025	INFOSYSTMS	BPO - NETWORK/SECURITY HARDWARE	\$806.00
	2271	3/20/2025	INFOSYSTMS	BPO - UNIFI IDENTITY LICENSES	\$1,082.25
	2272	3/20/2025	INFOSYSTMS	TRAVEL - N.DRURY - TYLER CONNECT 2025	\$793.16
	2273	3/20/2025	WSTWTR	WW098 FACILITY SECURITY; PARTS; UNIFI DIRECT; WWC	\$3,078.00
	2274	3/20/2025	WATER	WR098 FACILITY SECURITY; PARTS; UNIFI DIRECT	\$3,013.00
	2275	3/20/2025	SANITATION	TS098 FACILITY SECURITY; PARTS; UNIFI DIRECT; TS	\$2,525.00
	2276	3/20/2025	WSTWTR	WW098 FACILITY SECURITY; PARTS; UNIFI DIRECT; WWT	\$7,069.00
	2277	3/20/2025	TRNSPN	PW-ADMIN-FAXSIPIT VIRTUAL FAX; STARTUP & ANNUAL	\$20.20
	2278	3/20/2025	TRNSPN	PW-ADMIN-FAXSIPIT VIRTUAL FAX; STARTUP & ANNUAL	\$20.38
	2280	3/20/2025	WSTWTR	WW098 FACILITY SECURITY; PARTS; SOUTHSORE	\$399.00
	2281	3/20/2025	WSTWTR	WW098 FACILITY SECURITY; PARTS; UNIFI DIRECT; WWC	\$398.00
	2283	3/20/2025	WSTWTR	WW098 FACILITY SECURITY; PARTS; UNIFI DIRECT; WWT	\$398.00



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Vendor Name	Ck#	Ck Date	Department	Description	Total
WELLS ONE-INFO SYS/SEC DEPT DBA WELLS FARGO BANK	2284	3/20/2025	WATER	WR098 FACILITY SECURITY; PARTS; UNIFI DIRECT	\$597.00
	2285	3/20/2025	SANITATION	TS098 FACILITY SECURITY; PARTS; UNIFI DIRECT; TS	\$210.00
	2286	3/20/2025	WSTWTR	WW098 FACILITY SECURITY; PARTS; UNIFI DIRECT; WWT	\$510.00
	2287	3/20/2025	WATER	WR098 FACILITY SECURITY; PARTS; UNIFI DIRECT	\$998.00
	2288	3/20/2025	SANITATION	TS098 FACILITY SECURITY; PARTS; UNIFI DIRECT; TS	\$499.00
	2289	3/20/2025	WSTWTR	WW098 FACILITY SECURITY; PARTS; UNIFI DIRECT; WWC	\$322.00
	2291	3/20/2025	WSTWTR	WW098 FACILITY SECURITY; PARTS; UNIFI DIRECT; WWT	\$1,390.00
	2292	3/20/2025	WATER	WR098 FACILITY SECURITY; PARTS; UNIFI DIRECT	\$834.00
	2293	3/20/2025	SANITATION	TS098 FACILITY SECURITY; PARTS; UNIFI DIRECT; TS	\$834.00
	2294	3/20/2025	INFOSYSTMS	BPO - NETWORK/SECURITY HARDWARE	\$377.00
	2295	3/20/2025	WSTWTR	WW098 FACILITY SECURITY; PARTS; SOUTHSHORE	\$1,277.00
	2296	3/20/2025	PARKSFAC	BPO - PARKS/ISS - PARKS CAMERA/SECURITY PROJECT	\$2,021.00
WELLS ONE-LIBRARY DEPT DBA WELLS FARGO BANK	2341	3/20/2025	LIBRARY	LIB - BREVO SOFTWARE - ONE YEAR RENEWAL	\$588.83
	2342	3/20/2025	LIBRARY	HEART OF THE MONSTERS MURAL - EVENT DRINKS	\$7.98
WELLS ONE-PARKS & REC DEPT DBA WELLS FARGO BANK	2230	3/20/2025	RECREATION	PARKS - WELLS ONE - DADDY DAUGHTER SUPPLIES	\$56.96
	2231	3/20/2025	RECREATION	RECREATION - RUSSELL ATHLETICS - SOFTBALLS	\$2,434.32
	2232	3/20/2025	RECREATION	FUEL - MARC KEEFER - SOFTBALL OF IDAHO	\$32.45
	2233	3/20/2025	RECREATION	FUEL - MARC KEEFER - SOFTBALL OF IDAHO	\$42.21
	2336	3/20/2025	PARKSFAC	FACILITIES - SUPPLYHOUSE - BOILER LEAK SEALER	\$37.05
	2337	3/20/2025	PARKSFAC	FACILITIES - SUPPLYHOUSE - REPAIR KITS	\$257.96
	2338	3/20/2025	PARKSFAC	FACILITIES - SUPPLYHOUSE - THERMOSTATIC TRAP	\$317.74
	2339	3/20/2025	PARKSFAC	FACILITIES - WELLSONE/STAS - HANGING SUPPLIES	\$76.31
WELLS ONE-POLICE DEPT DBA WELLS FARGO BANK	2249	3/20/2025	POLICE	PD-REG-LINES-WA STATE NARCOTICS INVESTIGATION TRN	\$550.00
	2250	3/20/2025	POLICE	PD-TRAVEL-ROBERTS/SMITH-IPTM SYMPOSIUM ON TRAFFIC	\$795.00
	2251	3/20/2025	POLICE	PD-TRAVEL-ROBERTS/SMITH-IPTM SYMPOSIUM ON TRAFFIC	\$795.00
	2252	3/20/2025	POLICE	PD-TRAVEL-ERICKSON-CRYPTO CURRENCY AND TRACING	\$35.00



Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
WELLS ONE-POLICE DEPT DBA WELLS FARGO BANK	2253	3/20/2025	POLICE	PD-TRAVEL-ERICKSON-CRYPTO CURRENCY AND TRACING	\$71.46
	2254	3/20/2025	POLICE	PD-TRAVEL-ROBERTS/SMITH-IPTM SYMPOSIUM ON TRAFFIC	\$1,262.05
	2256	3/20/2025	POLICE	PD-TRAVEL-ROBERTS/SMITH-IPTM SYMPOSIUM ON TRAFFIC	\$1,187.96
	2257	3/20/2025	POLICE	PD-TRAVEL-ROBERTS/SMITH-IPTM SYMPOSIUM ON TRAFFIC	\$1,187.96
	2258	3/20/2025	POLICE	PD-TRAVEL-ERICKSON-CRYPTO CURRENCY AND TRACING	\$1,031.16
	2259	3/20/2025	POLICE	PD-SAFETY LEG STRAP, VS STRAP FOR OFFICERS	\$660.75
	2261	3/20/2025	POLICE	PD-TRAVEL-ERICKSON-CRYPTO CURRENCY AND TRACING	\$515.58
	2262	3/20/2025	POLICE	PD-TRAVEL-ERICKSON-CRYPTO CURRENCY AND TRACING	\$67.75
	2263	3/20/2025	POLICE	PD-TRAVEL-KUZI-K-THE RIGHTS OF POLICE OFFICE	\$746.96
	2264	3/20/2025	POLICE	BPO PD FOOD FOR K9 ZIVA;CHEWY.COM	\$90.88
	2265	3/20/2025	POLICE	PD-DYMO LABEL MAKER REPLACEMENT	\$134.99
	2266	3/20/2025	POLICE	PD-STAT CERTIFIED MAIL SHIPMENT FOR THE CHIEF	\$9.68
	2267	3/20/2025	POLICE	PD-HOTEL-BROWN/KLONE-NG 911 SOLUTIONS MEETING	\$123.90
	2268	3/20/2025	POLICE	PD-HOTEL-BROWN/KLONE-NG 911 SOLUTIONS MEETING	\$123.90
WELLS ONE-PUBLIC WORKS DEPT DBA WELLS FARGO BANK	2298	3/20/2025	WSTWTR	PW-WWC-SERVICE FOR WW COLL WEATHER STATION	\$107.40
	2299	3/20/2025	WATER	REG-PW-WD-PROBLEM SOLVING/DECISION MAKING	\$139.00
	2300	3/20/2025	WATER	REG-PW-WD-GETTING THE MOST FROM MTGS	\$139.00
	2301	3/20/2025	STMWTR	PW - WINTER PPE: BOBBY DAVIS & JOSHUA SCOTT	(\$39.59)
	2302	3/20/2025	WATER	REG-PW-WD-PROBLEM SOLVING/DECISION MAKING	\$139.00
	2303	3/20/2025	WATER	REG-PW-WD-C BANN-DEVELOPING LEADERSHIP	\$139.00
	2304	3/20/2025	WATER	REG-PW-WD-GETTING THE MOST FROM MTGS	\$139.00
	2305	3/20/2025	WATER	REG-PW-WD-GETTING THE MOST FROM MTGS	\$139.00
	2306	3/20/2025	TRNSPN	FUEL - WEIGAND - ISPLS CONFERENCE 2025	\$51.00
	2307	3/20/2025	TRNSPN	FUEL - WEIGAND - ISPLS CONFERENCE 2025	\$36.00
	2308	3/20/2025	WSTWTR	PW-WWTP-DOORKING INC; MONTHLY SUBSCRIPTION	\$41.95
	2309	3/20/2025	WATER	PW-WTP-MYASSETTAGS.COM; FOR ASSET MANAGEMENT	\$421.00



Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
WELLS ONE-PUBLIC WORKS DEPT DBA WELLS FARGO BANK	2310	3/20/2025	WATER	PW-WA-DOPL RENEWALS; B LACY	\$120.00
	2311	3/20/2025	WATER	TR032 PW EXPO; VESTS; OPENTIP.COM	\$1,149.62
	2312	3/20/2025	WATER	TR032 PW EXPO; DISTRIBUTION; SHOWER TIMERS (500)	\$1,407.50
	2313	3/20/2025	STMWTR	PW - STMW - HOBO TIDBIT MX TEMP DATA LOGGER	\$188.13
	2314	3/20/2025	TRNSPN	REG - RANDALL - INTRO TO PRO PYTHON TOOLS	\$385.00
	2315	3/20/2025	TRNSPN	REG - RANDALL - INTRO TO PYTHON PROGRAMMING	\$385.00
	2316	3/20/2025	WATER	PW-WD-DOPL RENEWALS; G TEED; BAT/DWD4	\$60.00
	2317	3/20/2025	WSTWTR	PW-WWC-DOPL EXAM WWC1 G WOOD 2/25/25	\$106.00
	2319	3/20/2025	WSTWTR	PW-WWC-DOPL LICENSE WWC1; G WOOD; APPLICATION	\$55.00
	2320	3/20/2025	WSTWTR	PW-WWTP-DOPL LICENSE WWL1; N FERRIS; APPLICATION	\$55.00
	2321	3/20/2025	TRNSPN	PW - ST - SAFETY SHOES: BOBBY DAVIS	\$158.99
	2323	3/20/2025	STMWTR	DSU - INTRO TO PYTHON TRAINING ONLINE - CRESSWELL	\$385.00
	2325	3/20/2025	STMWTR	DSU - INTRO TO PYTHON TRAINING ONLINE - CRESSWELL	\$385.00
	2327	3/20/2025	WATER	PW-WD-DOPL RENEWAL; B BOYLE; DWD1-25052	\$30.00
	2328	3/20/2025	WSTWTR	PW-WWTP-DOPL EXAM; WWL1-E WILPONEN; RETEST #1	\$106.00
	2334	3/20/2025	WSTWTR	PW-WWTP-GLYCERIN FILLED PRESSURE GAUGE; LESMAN	\$249.35
WELLS ONE-SERVICE CENTER DEPT DBA WELLS FARGO BANK	2227	3/20/2025	FLTMAINT	INV/ TIRES FOR JD MOWERS	\$672.54
	2228	3/20/2025	FLTMAINT	TRAVEL - S.DRURY - TYLER CONNECT 2025	\$755.76
	2229	3/20/2025	FLTMAINT	REG-SINCLAIR-ASE RECERTIFICATION TEST	\$227.70
WELLS ONE-TRANSIT DEPT DBA WELLS FARGO BANK	2236	3/20/2025	TRANSITOP	BPO TRANSIT SURVEY MONKEY SUBSCRIPTION 1 YEAR	\$300.00
	2237	3/20/2025	TRANSITOP	TRANSIT-HOTEL-SEIGNEUR-ITD IDAHO TRANSIT DAY	\$334.00
	2238	3/20/2025	TRANSITOP	BPO: ADOBE SOFTWARE FOR SEIGNEUR (6 MONTHS)	\$29.99
WEX BANK	11879 6	3/20/2025	POLICE	BPO PD FUEL FOR UNMARKED DEPARTMENT VEHICLES	\$48.54
WITMER PUBLIC SAFETY GROUP INC	11879 5	3/20/2025	FIRE	FIRE - WITMER - DUTY BOOTS	\$325.50
ZIEGLER BUILDING CENTER	11879 7	3/20/2025	PARKSFAC	ZIGGY'S - PIONEER PARK PROJECT ADA STALLS SUPPLIES	\$29.94
			TRNSPN	BPO - ST/TR - OPERATING/CONSTRUCTION SUPPLIES	\$6.85



Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
ZIEGLER BUILDING CENTER	11879 7	3/20/2025	WATER	WR524 7TH ST CT; MISC SUPPLIES FOR MAIN REPLACEMN	\$25.73
ZOLL MEDICAL CORPORATION GPO	11879 8	3/20/2025	FIRE	BPO FIRE - ZOLL - EMS SUPPLIES	\$2,241.88
Total					\$2,082,188.49



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Vendor Name	Ck#	Ck Date	Department	Description	Total
ABC TEXAS BUS SALES INC	118838	4/3/2025	FLTMAINT	TWO (2) NEW CARES ACT FUNDED BUSES	\$313,483.12
ADVANCED CONTROL SYSTEMS, LLC	118840	4/3/2025	WATER	BPO-PW-WTP SCADA TROUBLESHOOTING/REPAIRS	\$7,787.82
			WSTWTR	BPO-PW-WWA-SCADA TROUBLESHOOTING	\$1,511.88
				WW034BPO- LOSD LIFT STATIONS- SCADA TROUBLESHOOTING	\$290.62
				WW099-SCADA UPGRDES; 8TH ST/REGENCE METERING STAT	\$3,425.60
AG-PRO	118841	4/3/2025	FLTMAINT	BPO/ FLEET REPAIR PARTS	\$56.10
			PARKSFAC	BPO PARKS - AGPRO - PARTS FOR SPRAYERS	\$188.90
AIRBRIDGE BROADBAND LLC	118842	4/3/2025	INFOSYSTMS	BPO - INTERNET SERVICE	\$150.00
ALLWEST TESTING & ENGINEERING	400039	4/3/2025	TRNSPN	TR011 FY25 STREET PRES - 5TH ST PAVEMENT EVAL	\$6,115.00
ALWAYS TOWING LLC	118843	4/3/2025	POLICE	BPO PD TOW SERVICE	\$675.00
	400040	4/3/2025	POLICE	BPO PD TOW SERVICE	\$225.00
AMAZON CAPITAL SERVICES	118844	4/3/2025	FINANCE	FIN-FUSER KIT	\$198.48
			FIRE	FIRE - AMAZON - CELL PHONE CASES	\$124.20
				FIRE - AMAZON - KEYBOARD	\$49.99
				FIRE - AMAZON - PAPER TOWELS	\$59.80
				FIRE - AMAZON - USB HUB	\$116.36
			FLTMAINT	BPO/ FLEET REPAIR PARTS & OFFICE SUPPLIES	\$38.25
			INFOSYSTMS	DISPLAYPORT TO HDMI CABLE - 15'	\$37.17
				NETWORK CABINET 12U	\$149.80
				SAS DRIVE TO USB 3.0 ENCLOSURE ADAPTER	\$135.99
			LIBRARY	LIB - VIDEO GAMES - STEM ECOSYSTEM GRANT	\$113.30
			PARKSFAC	FACIL - AMAZON - BATTERY FILLER & REBUILD KIT	\$21.98
			SANITATION	TS098 FACILITY SECURITY; RACK	\$149.80
			STMWTR	PW - STMW - PPE: SETH WILLIAMSON	\$237.90
			TRANSITCAP	TRANSIT CC STOP CAMERA/DOOR EQUIPMENT	\$345.62
			TRANSITOP	TRANSIT BPO OFFICE/CLEANING SUPPLIES	\$44.15
			WATER	PW-WTP- OFFICE CHAIRS (4)	\$583.57
				PW-WTP-SAFETY SHOES; R HORYZA	\$155.00
				WR099 SCADA UPGRADES; SUPPLIES AND EQUIPMENT	\$716.00



Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
AMAZON CAPITAL SERVICES	118844	4/3/2025	WSTWTR	WW098 FACILITY SECURITY UPGRADES; MISC ITEMS	\$1,178.90
				WW098 FACILITY SECURITY; PARTS; SOUTHSORE	\$139.80
				WW099 SCADA UPGRADES; SRVR EQUIPMENT RACKS	\$719.98
ANATEK LABS INC	400041	4/3/2025	WATER	PW-WTP-BPO SAMPLING ANALYSIS FOR COMPLIANCE	\$1,460.00
			WSTWTR	BPO-PW-WWTP-LAB SAMPLE ANALYSIS	\$4,420.00
ASHLEY MORROW	118809	3/27/2025	POLICE	MEALS A. MORROW POST CERT INSTRUCTOR HAYDEN	\$340.00
ASSOCIATION OF IDAHO CITIES	400038	4/3/2025	LEGISLATIV	REG-FORMSMANN-2025-2026 AIC LEADERSHIP ACADEMY	\$650.00
ATLAS SAND & ROCK	118845	4/3/2025	PARKSFAC	ATLAS - CONCRETE PURCHASE FOR PIONEER	\$959.75
AXON ENTERPRISE INC	400042	4/3/2025	POLICE	PD RENEWAL OF ANNUAL OFFICER SAFETY PLAN	\$104,090.48
B&H FOTO & ELECTRONICS CORP	118846	4/3/2025	SANITATION	TS098 TS FACILITY SECURITY-BATTERY BACKUP	\$444.69
			WATER	WR098 WTP FACILITY SECURITY-BATTERY BACKUPS-3	\$1,334.07
			WSTWTR	WW098 FACILITY SECURITY UPGRADES; BATTERY BACKUPS	\$3,112.83
BLUE RIBBON LINEN SUPPLY INC	118847	4/3/2025	WATER	PW-WTP/DISTR BPO LAUNDRY & JANITORIAL SUPPLIES	\$533.80
BOB'S GARAGE DOORS LLC	400043	4/3/2025	PARKSFAC	BPO - FAC - BOB'S GARAGE DOOR-DOOR REPAIRS	\$135.00
BRADY COMPANIES LLC DBA BRADY INDUSTRIES OF IDAHO LLC	118848	4/3/2025	SANITATION	PW - ADOPT-A-STREET SUPPLIES: ORANGE BAGS	\$788.52
BRANOM OPERATING COMPANY LLC	400044	4/3/2025	WATER	WR043 NORTH LEW BOOSTER 8" MAG METER; QUOTE ATTCH	\$6,884.13
BRETT DAMMON	118810	3/27/2025	POLICE	MEALS B. DAMMON WSNIA CONFERENCE CDA	\$305.00
BRETTON S WATSON DBA ABLE LOCKSMITH	118839	4/3/2025	PARKSFAC	BPO - FACILITIES - LOCK WORK THROUGHOUT THE CITY	\$220.00
BRIAN E WARD DBA GUMBY ENTERPRISES INC	118922	4/3/2025	FLTMAINT	BPO - FLEET TOOLS & SUPPLIES	\$108.25
BRIDGEPAY NETWORK SOLUTIONS LLC	2378	3/27/2025	FINANCE	BPO - FIN - BRIDGEPAY MONTHLY TRANSACTION FEES	\$279.00
BROEMELING STEEL & MACHINE	118849	4/3/2025	PARKSFAC	PARKS - BROEMELING STEEL & MACHINE - KIOSK STAND	\$500.00
CDE ENTERPRISE DBA GEORGE'S LOCK AND KEY SERVICE	118875	4/3/2025	POLICE	PD-A.H. EMERGENCY LOCKOUT CASE 25-L3642	\$100.00
CENTRAL ORCHARDS SEWER DISTRICT	118863	4/3/2025	PARKSFAC	BILL DATE 3/2/25: UTILITY CHARGES	\$305.50
			WSTWTR	PW-WWC-FEASIBILITY STUDY FOR COSD-TAMMANY EXT O	\$95.00
CENTURYLINK	118850	4/3/2025	INFOSYSTMS	03/16/25 BILL DATE UTILITY CHARGES	\$32.79



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Vendor Name	Ck#	Ck Date	Department	Description	Total
CES	11885 1	4/3/2025	WATER	WR043 WELL 6 PROCESSOR; QUOTE ATTACHED	\$2,930.39
				WR099 SCADA UPGRADES; S PORT; PWR SPLY & PLC	\$5,276.71
			WSTWTR	PW-WWTP-BPO ELECTRICAL SUPPLIES	\$523.17
				WW051-WWTP-PLC FOR CONTROL #2	\$4,163.21
				WW099-SCADA UPGRDES; SUPPLIES FOR METERING STATNS	\$1,725.07
CHS INC	11885 2	4/3/2025	FLTMAINT	INV/ TWO DRUMS MOTOR OIL 5W20 & ATF MAXTRON	\$1,762.75
			WSTWTR	PW-WWTP-BPO HERBACIDE FOR LANDSCAPING	\$315.97
CIMCO-GC SYSTEMS LLC	40004 5	4/3/2025	WATER	PW-WD-CLA-VAL PARTS; QUOTE ATTACHED	\$1,317.50
CINTAS CORPORATION #606	11885 3	4/3/2025	FLTMAINT	BPO/ FLEET UNIFORM RENT & LAUNDRY	\$175.91
			PARKSFAC	BPO - PARKS - CLEANING SUPP. & LAUNDERED UNIFORMS	\$84.24
CITY OF LEWISTON EMPLOYEE BENEFIT-CAFETERIA PLAN	11881 7	4/3/2025	ADMSVC	Payroll Run 1 - Warrant 040325	\$8,790.21
CLEARWATER ECONOMIC DEVELOPMENT ASSOC	11885 4	4/3/2025	LEGISLATIV	REG-MAYOR JOHNSON-2025 CLEARWATER ECON DEVEL MTG	\$30.00
CLEARWATER FENCE LLC	11885 5	4/3/2025	PARKSFAC	TEMPORARY FENCING AT PIONEER PARK PLAYGROUND	\$180.00
CLEARWATER HYDRAULICS LLC	40004 6	4/3/2025	FLTMAINT	BPO/ FLEET REPAIR PARTS & OSL	\$190.22
CLEMENTS BROWN & MCNICHOLS	40004 7	4/3/2025	HR	BPO - LEGAL SERVICES	\$750.00
			LEGAL	OUTSIDE LEGAL COUNCIL, CB&M, PROFITT FY25	\$28,276.04
CNC ELECTRIC LLC	11894 1	4/3/2025	PROPIMPR	PF023 LIBRARY LIGHTING UPGRADES	\$69,777.26
COLEMAN OIL COMPANY LLC DBA COLEMAN OIL COMPANY	11885 6	4/3/2025	CEMETERY	CP-0233266 BILL DATE 03/23/25	\$29.20
			COMDEV	CP-0233266 BILL DATE 03/23/25	\$131.49
			FIRE	CP-0233266 BILL DATE 03/23/25	\$1,240.98
			FLTMAINT	BPO/ FLEET/ LUBE PRODUCTS & CAR WASHES	\$292.00
			FLTMAINT	CP-0233266 BILL DATE 03/23/25	\$106.04
			LEGISLATIV	CP-0233266 BILL DATE 03/23/25	\$31.04
			PARKSFAC	CP-0233266 BILL DATE 03/23/25	\$513.00
			POLICE	CP-0233266 BILL DATE 03/23/25	\$1,806.30
			RECREATION	CP-0233266 BILL DATE 03/23/25	\$60.56
			SANITATION	BPO - TS - FUEL	\$353.39
				BPO - TS - FY25 FUEL FOR SDI HAUL	\$2,585.87
			STMWTR	CP-0233266 BILL DATE 03/23/25	\$302.82



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Vendor Name	Ck#	Ck Date	Department	Description	Total
COLEMAN OIL COMPANY LLC DBA COLEMAN OIL COMPANY	11885 6	4/3/2025	TRANSITOP	CP-0233266 BILL DATE 03/23/25	\$1,643.90
			TRNSPN	CP-0233266 BILL DATE 03/23/25	\$1,501.24
			WATER	CP-0233266 BILL DATE 03/23/25	\$252.80
				PW-WTP-BPO GENERATOR FUEL	\$1,108.25
			WSTWTR	CP-0233266 BILL DATE 03/23/25	\$520.43
COLLIER ELECTRIC LLC	11885 7	4/3/2025	WSTWTR	BPO-PW-WWTP-ONCALL ELEC SRVS	\$315.00
COMMERCIAL TIRE INC	11885 8	4/3/2025	FLTMAINT	BPO/ FLEET TIRE REPAIRS & DISPOSAL	\$298.70
				OSL/ REPL STEER TIRES #328 DUMP TRUCK	\$1,257.58
CONFLUENCE PRESS INC	11885 9	4/3/2025	LIBRARY	LIB - EVERYBODY READS 2025	\$700.00
CONNER MORBECK	11881 1	3/27/2025	POLICE	MEALS C. MORBECK WSNIA CONFERENCE CDA	\$305.00
CONSOLIDATED ELECTRICAL DISTRIBUTORS	11886 0	4/3/2025	PARKSFAC	FACILITIES - CONSOLIDATED ELECTRICAL - SUPPLIES	\$99.97
			WATER	WR098 FACILITY SECURITY; BOX SWITCHES	\$39.43
			WSTWTR	WW098 FACILITY SECURITY UPGRADES; MISC ITEMS	\$236.58
CONSOLIDATED SUPPLY CO	11886 1	4/3/2025	WATER	WR043 NORTH LEW BOOSTER REPAIR PARTS; QUOTE ATTCH	\$3,966.76
CORE & MAIN LP	11886 2	4/3/2025	WATER	PW-WD-HYDRANT PARTS FOR 17TH ST; QUOTES ATTCHD	\$1,173.92
CUES INC	11886 4	4/3/2025	WSTWTR	PW-WWC-GRANITENET OFFICE ANNUAL SUPPORT PLAN	\$9,060.00
D & D MCLAUGHLIN LLC DBA MUD ON THE FLY	11886 5	4/3/2025	PARKSFAC	PARKS - MUD ON THE FLY -DISC GOLF PAD/BENCH POUR	\$300.00
			WATER	WR524 7TH ST CT; THRUST BLOCKS	\$300.00
DAVIS COMMUNICATIONS LLC	40004 8	4/3/2025	WSTWTR	PW-WWC-WALKIE/TALKIE BATTERIES AND BACKUPS	\$585.60
DETROIT INDUSTRIAL TOOL	40004 9	4/3/2025	WATER	WR513-3RD ST 10TH-1TH AVE - SAWBLADES	\$1,456.19
				WR524 7TH ST CT; SAW BLADES	\$735.76
EAN SERVICES LLC	11886 7	4/3/2025	LEGISLATIV	RENTAL CAR FOR P&R DIRECTOR CITY TOURS W/ MAYOR	\$209.43
EARLY BIRD SUPPLY INC	11886 6	4/3/2025	PARKSFAC	PARKS - EARLY BIRD - METAL DOOR AT PEPSI	\$1,019.93
EFTPS	2381	4/3/2025	ADMSVC	Payroll Run 1 - Warrant 040325	\$166,368.10
ERB'S ACE HARDWARE LLC	11886 8	4/3/2025	FIRE	BPO FIRE - ERB HARDWARE - SUPPLIES	\$35.73
			WATER	PW-WTP-BPO-OPERATING SUPPLIES: TOOLS & HARDWARE	\$13.59
			WSTWTR	PW-WWTP-BPO OPERATING AND CLEANING SUPPLIES	\$25.48



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Vendor Name	Ck#	Ck Date	Department	Description	Total
ERIC TOLLEFSON DBA RAINIER ENVIRONMENTAL LABORATORY	40006 5	4/3/2025	WSTWTR	PW-WWTP-WET TESTING; MARCH/AUGUST 2025	\$3,850.00
FASTENAL COMPANY	11886 9	4/3/2025	PARKSFAC	BPO - FASTENAL VENDING SUPPLIES	\$243.15
			WSTWTR	PW-WWTP-BPO MAINT SUPPLIES	\$76.86
FATBEAM LLC	40005 0	4/3/2025	LIBRARY	BPO - LIB - PUBLIC INTERNET SERVICES	\$990.00
FEDEX	11887 0	4/3/2025	FIRE	BPO FIRE - FEDEX - SHIPPING	\$81.92
			WSTWTR	PW-WWTP-BPO SHIPPING CHARGES	\$2.47
FERGUSON ENTERPRISES #3011	11887 1	4/3/2025	WATER	WR071 RES EVALS; 24" SPARE PARTS	\$3,024.80
			WSTWTR	PW-WWTP-BPO PIPING PARTS	\$124.06
				WW067 DIGESTER GAS LINE REHAB- PIPING MATERIAL	\$1,255.71
FISHER SYSTEMS INC	40005 1	4/3/2025	WATER	PW-WTP BPO SERVICE CALLS FOR ALARMS	\$312.50
FOP LEWIS CLARK LODGE #10	11881 8	4/3/2025	ADMSVC	Payroll Run 1 - Warrant 040325	\$1,854.96
FREEDOM FIRE LLC	11887 2	4/3/2025	WATER	PW-WTP-H2O EXTINGUISHERS (8)	\$615.00
FREEDOM MUNITIONS LLC	11880 1	3/27/2025	POLICE	PD-AMUNITION FOR TRAINING	\$18,880.00
FUN EXPRESS LLC	11887 3	4/3/2025	TRNSPN	TR032-PW EXPO HANDOUTS - STS	\$458.30
			WSTWTR	TR032 PW EXPO; WW IPT HANDOUTS	\$319.50
GATEWAY MATERIALS	11887 4	4/3/2025	WATER	PW-WD-BPO METAL STOCK-TUBING, BAR, ROD, REBAR	\$65.99
			WSTWTR	WW051-PW-WWC-UTILITY TRAILER	\$7,000.00
GOBLE SAMPSON AND ASSOCIATES INC	40005 2	4/3/2025	WSTWTR	PW-WWTP-PUMP REBUILD PARTS	\$4,607.90
GOLDSTREET DESIGN AGENCY INC	11887 6	4/3/2025	WSTWTR	TR032 PW EXPO; PRETREATMENT BOOKLETS	\$1,214.76
GRAINGER	40005 3	4/3/2025	PARKSFAC	FACILITIES - GRAINGER - MOTOR FOR CITY HALL BOILER	\$929.25
			WATER	PW-WTP-BPO MOTORS/PUMPS/TOOLS/FITTINGS	\$294.43
			WSTWTR	BPO-PW-WWTP-P/M/M MAINT SUPPLIES	\$450.14
H & H BUSINESS SYSTEMS	11887 7	4/3/2025	FIRE	BPO FIRE - H&H - ADMIN COPIER	\$41.22
			LEGAL	BPO-LEGAL-H & H MONTHLY COPY FEES FY25	\$14.89
H D FOWLER COMPANY INC	40005 4	4/3/2025	WATER	PW-WD-NON INVENTORY; STOCK ITEMS - FORD BRASS	\$3,523.52
HACH COMPANY	11887 8	4/3/2025	WATER	BPO-PW-WTP- FOR PLANT EQUIPMENT/INSTRUMENTS	\$1,117.50
			WSTWTR	WW051 WWTP LAB EQUIPMENT	\$3,619.28
HELLS CANYON ELECTRIC LLC	40005 5	4/3/2025	WATER	WR098 GATE REPLACEMENT - ELECTRICAL	\$6,152.47



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Vendor Name	Ck#	Ck Date	Department	Description	Total
HOME DEPOT CREDIT SERVICES	118880	4/3/2025	INFOSYSTMS	BPO - ISS - TOOLS AND SUPPLIES HOME DEPOT	\$201.28
			PARKSFAC	BPO - FAC - HOME DEPOT - CONSTRUCTION SUPPLIES	\$11.36
				PARKS - HOME DEPOT - PARK SHELTER SIGN MATERIALS	\$31.68
			TRANSITOP	CREDIT BACK FOR INVOICE 7904510 W/ TAX	(\$174.99)
				INVOICE REFUNDED SEE 7904523	\$174.99
				TRANSIT BPO HARDWARE/TOOLS/CLEANING SUPPLIES	\$165.08
			WATER	PW-WTP-BPO FASTENERS/TOOLS/WOOD/PAINT/R ELATED	\$73.27
I A F F - LOCAL #1773	118819	4/3/2025	ADMSVC	Payroll Run 1 - Warrant 040325	\$3,283.00
IAFF LOCAL 1773 PAC	118820	4/3/2025	ADMSVC	Payroll Run 1 - Warrant 040325	\$541.00
IDAHO CHILD SUPPORT RECEIPTING	118821	4/3/2025	ADMSVC	Payroll Run 1 - Warrant 040325	\$270.00
IDAHO ICE	118882	4/3/2025	INFOSYSTMS	BPO - ISS - WATER	\$25.46
			LEGAL	BPO-LEGAL-WATER FOR CITY ATTY'S OFFICE-FY25	\$18.37
			SANITATION	BPO - TS - IDAHO ICE	\$19.63
IDAHO MATERIAL HANDLING INC	400056	4/3/2025	WSTWTR	WW051 - 3/4 TON ELECTRIC CHAIN HOIST	\$5,300.00
IDAHO STATE POLICE	118883	4/3/2025	LIBRARY	BPO - LIB - NAMECHECKS	\$100.00
IDAHO STATE TAX COMMISSION	118822	4/3/2025	ADMSVC	Payroll Run 1 - Warrant 040325	\$29,525.00
IDAHO TRUCK SALES CO	118884	4/3/2025	FLTMaint	BPO/ FLEET REPAIR PARTS & REPAIRS	\$124.71
INGRAM LIBRARY SERVICES	118885	4/3/2025	LIBRARY	BPO - LIB - ADULT FICTION	\$48.80
				BPO - LIB - ADULT NONFICTION 1ST FLR	\$47.08
				BPO - LIB - ADULT NONFICTION 2ND FLR	\$71.35
				BPO - LIB - JUVENILE FICTION	\$384.36
				BPO - LIB - JUVENILE NONFICTION	\$11.67
				BPO - LIB - LARGE PRINT	\$91.54
				BPO - LIB - TEEN FIC	\$15.12
				BPO - LIB - TEEN NONFICTOIN	\$32.93
				LIB - BPO - ADULT BOOKMOBILE	\$15.87
INK TECHNOLOGIES PRINTER SUPPLIES LLC DBA INK TECHNOLOGIES.COM	118886	4/3/2025	LEGAL	BPO-LEGAL-INK TECHNOLOGIES-PRINTER INK-FY25	\$62.10



Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
INLAND FASTENER INC	118887	4/3/2025	FLTMAINT	BPO - FLEET REPAIR PARTS & SUPPLIES	\$52.68
			WATER	PW-WD-BPO BOLTS AND ASSOC HARDWARE, TOOLS	\$388.29
			WSTWTR	PW-WWTP-BPO EQUIPMENT SUPPLIES	\$62.28
INTERMOUNTAIN CLAIMS INC	400057	4/3/2025	INSTRUST	FEB INTERMOUNTAIN WORKERS COMP INVOICE	\$2,036.00
INTERNATIONAL CODE COUNCIL INC	118881	4/3/2025	FIRE	FIRE - ICC - CERTIFICATIONS	\$285.00
JACOB DONNERBERG	118812	3/27/2025	POLICE	MEALS J. DONNERBERG POST CERT INSTRUCTOR HAYDEN	\$340.00
JEFF KLONE	118813	3/27/2025	POLICE	MEALS J. KLONE NG911 PRESENTATIONS BOISE	\$101.00
JOE HALL FORD	118889	4/3/2025	FLTMAINT	BPO/ FLEET REPAIR PARTS & OSL	\$69.84
			FLTMAINT	BPO/ FLEET REPAIR PARTS & OSL	\$168.51
JOHN'S SAW SERVICE	400058	4/3/2025	PARKSFAC	BPO - PARKS - JOHN'S SAW ENGINE REPAIR	\$63.97
JOSEPH LINES	118814	3/27/2025	POLICE	MEALS J. LINES WSNIA CONFERENCE CDA	\$305.00
JOSH RIGNEY	118815	3/27/2025	POLICE	MEALS J. RIGNEY POST CERT INSTRUCTOR HAYDEN	\$340.00
KELLER ASSOCIATES INC	118890	4/3/2025	WSTWTR	WW052 - WWTP WATERLINE EXT - DESIGN/BIDDING SRVS	\$1,314.75
				WW064 WWTP MASTER PLAN UPDATE	\$19,430.00
				WW066 WWCOLL SHOP RELOCATION - CONCEPT DESIGN/PM	\$2,871.00
KELTIC ENGINEERING INC	118891	4/3/2025	ECONDEV	CD-CDBG-ENVIROMENTAL ASSESTMENT FOR LCV YOUTH RES	\$2,730.00
KLEEN SWEEP JANITORIAL	400059	4/3/2025	WATER	PW WD MONTHLY JANITORIAL SRV AT 2605 16TH AVE	\$355.00
L N CURTIS & SONS	118892	4/3/2025	FIRE	BPO FIRE - LN CURTIS - AIR TRAILER MAINT	\$307.10
				FIRE - LN CURTIS - FACEPIECE	\$512.30
LATAH SANITATION INC	118799	3/21/2025	SANITATION	BPO - PW - FY25 MONTHLY YW COMPOSTING SRVCS	\$7,831.06
	118800	3/21/2025	PARKSFAC	BPO PARKS AND CEMETERY PORTABLE TOILETS	\$94.00
	118888	4/3/2025	SANITATION	BPO - PW - FY25 MONTHLY YW COMPOSTING SRVCS	\$1,527.90
			WSTWTR	PW-WWTP-BPO BIOSOLIDS DISPOSAL	\$14,465.76
LES SCHWAB TIRE CENTER	118894	4/3/2025	FLTMAINT	BPO/ FLEET REPAIR PARTS & OSL	\$339.98
LEWIS CLARK ANIMAL SHELTER	118895	4/3/2025	POLICE	BPO PD ANIMAL SHELTER CONTRACT FEES	\$5,412.83
LEWIS CLARK STATE COLLEGE	118893	4/3/2025	STMWTR	REG - WILLIAMSON & MAY - FLAGGER TRAINING	\$89.00



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Vendor Name	Ck#	Ck Date	Department	Description	Total
LEWIS CLARK STATE COLLEGE	118893	4/3/2025	TRNSPN	REG - WILLIAMSON & MAY - FLAGGER TRAINING	\$89.00
LEWISTON SCHOOL DISTRICT # 1	118896	4/3/2025	PARKSFAC	NICHOLS MONUMENT-COMMUNITY PARK TRIPARTNERSHIP	\$10,979.41
LEXIPOL LLC	118897	4/3/2025	SETTLEMENT	PD- CORDICO LAW ENFORCEMENT WELLNESS APP	\$9,999.00
MATT ANDERSON	118834	4/3/2025	POLICE	MEALS M. ANDERSON EVOC INSTRUCTOR COURSE MERIDIAN	\$528.00
MIDWEST TAPE LLC	118899	4/3/2025	LIBRARY	BPO - LIB - ADULT DVD ORDERS	\$282.62
				BPO - LIB - JUVENILE DVDS	\$215.89
MISC CUSTOMER REFUND	118802	3/27/2025	LIBRARY	CRAZYLOVE DUO PERFORMANCE FEE IDAHO HUMANITIES COU	\$1,000.00
	118803	3/27/2025	ECONDEV	IDAHO FLOORS CDBG-HRP-ARBINI-FLOORING	\$381.47
	118804	3/27/2025	PARKSFAC	JOSHUA CLEVINGER PARKS & REC DIRECTOR INTERVIEW	\$1,610.97
	118805	3/27/2025	PARKSFAC	JUSTIN GLENN PARKS & REC DIRECTOR INTERVIEW	\$1,919.86
	118806	3/27/2025	PARKSFAC	SPENCER WINZENRIED PARKS & REC DIRECTOR INTERVIEW	\$1,551.55
	118807	3/27/2025	EXECUTIVE	RICOH ID 20049102 20049101 FOR ACT 354330-3743077	\$1,752.89
	118808	3/27/2025	PARKSFAC	RICOH TERM ID 20049056,20049055 ACT#354330-3743074	\$1,614.56
	118823	4/3/2025	RECREATION	DEZIRAE BERRY CANCELLED RESERVATION	\$90.00
	118824	4/3/2025	ECONDEV	IDAHO FLOORS CDBG-HRP-ARBINI COUNTER TOPS	\$650.00
	118825	4/3/2025	STMWTR	UB 2000071293 528 PARK	\$51.54
	118826	4/3/2025	PARKSFAC	REDERVED COMMUNITY CENTER INCASE OF BAD WEATHER	\$70.00
	118827	4/3/2025	COMDEV	LUCY TACOS CD-DBL PAY OF BUSINESS LICENSE	\$94.00
	118828	4/3/2025	RECREATION	MARK THOMPSON REFUND ADJ TO FIELD RENTAL TOURNAMEN	\$95.00
	118829	4/3/2025	STMWTR	UB 2000990108 931 BRYDEN	\$881.90
	118830	4/3/2025	TRNSPN	OCC VENUE RENTAL MAIN ST BOND OPEN HOUSE	\$75.00
	118831	4/3/2025	SANITATION	UB 2100009482 3308 4TH	\$79.28
	118832	4/3/2025	STMWTR	UB 2100227269 3527 15TH	\$15.00
	118833	4/3/2025	TRANSITOP	WILLIAM OTIS MISSED CHARGED CLIENT AS LEWISTON RID	\$40.00
MOTION AUTO SUPPLY	118900	4/3/2025	FLTMAINT	BPO/ REPAIR PARTS & SUPPLIES	\$39.96
				REG-EVAP DIAGNOSTICS CLASS	\$245.00
MOTION INDUSTRIES INC	118901	4/3/2025	WSTWTR	PW-WWTP-BPO BEARINGS/POWER TRANSMISSION PARTS	\$49.43



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Vendor Name	Ck#	Ck Date	Department	Description	Total
NAPA AUTO PARTS	11890 2	4/3/2025	FLTMAINT	BPO - FLEET - REPAIR PARTS & SUPPLIES	\$379.76
			FLTMAINT	BPO - FLEET - REPAIR PARTS & SUPPLIES	\$167.78
			WSTWTR	PW-WWTP-BPO BATTERIES; VEHICLE ITEMS	\$84.43
NATIONAL INSTITUTE OF GOVERNMENTAL PURCHASING	11890 4	4/3/2025	FINANCE	PUR-REG-NIGP TECHNOLOGY & INNOVATION TRAINING	\$597.00
NATIONWIDE RETIREMENT	2379	4/3/2025	ADMSVC	Payroll Run 1 - Warrant 040325	\$13,773.14
NATIONWIDE-RESERVE	2382	4/3/2025	ADMSVC	Payroll Run 1 - Warrant 040325	\$1,336.32
NCPERS GROUP LIFE INS	11883 5	4/3/2025	ADMSVC	Payroll Run 1 - Warrant 040325	\$1,552.00
NEZ PERCE COUNTY	11890 3	4/3/2025	LEGAL	BPO-LEGAL-NPC-COL FY25 PROSECUTION SERVICES	\$9,616.50
NEZ PERCE COUNTY HISTORICAL SOCIETY	40006 0	4/3/2025	LIBRARY	LIB - NEZ PERCE CO HISTORICAL SOCIETY DUES	\$50.00
NORCO INC	40006 1	4/3/2025	FIRE	BPO FIRE - NORCO - MEDICAL OXYGEN/SUPPLIES	\$361.20
NORTH 40 OUTFITTERS	11890 5	4/3/2025	FLTMAINT	BPO/ FLEET REPAIR PARTS & SUPPLIES	\$10.79
			PARKSFAC	BPO - FAC - NORTH 40 - SHOP SUPPLIES	\$6.66
				BPO - PARKS - NORTH 40 MISC SUPPLIES	\$303.26
				PARKS - NORTH 40 - BOOTS FOR MATTHEW	\$169.99
			SANITATION	BPO - TS - OPERATING SUPPLIES	\$149.97
			TRNSPN	BPO - ST/TR - OPERATING SUPPLIES	\$239.90
				PW-ST-SAFETY SHOES; C HAY	\$169.99
			WATER	PW-WD-BPO OPERATING SUPPLIES	\$53.96
				PW-WTP-BPO OPERATING SUPPLIES	\$340.89
			WSTWTR	PW-WWCOLL-BPO OPERATING SUPPLIES	\$251.97
				PW-WWC-SAFETY BOOTS; K EVANS	\$149.99
				PW-WWTP-BPO OPERATING SUPPLIES	\$115.12
NORTHWEST ENGRAVING	11890 6	4/3/2025	TRNSPN	PW - ST - STAFF LOCKER NAME TAGS (3)	\$30.00
ODP BUSINESS SOLUTIONS LLC	11890 8	4/3/2025	EXECUTIVE	EXEC BPO: OFFICE SUPPLIES FOR CLERK	\$9.62
			FINANCE	BPO - ODP OFFICE SUPPLIES	\$9.94
			HR	BPO - HR - VARIOUS OFFICE SUPPLIES	\$69.45
			LIBRARY	BPO - LIB - COPY PAPER	\$119.04
				BPO - LIB - OFFICE SUPPLIES	\$34.68
			POLICE	BPO PD OFFICE SUPPLIES	\$194.87



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Vendor Name	Ck#	Ck Date	Department	Description	Total
ODP BUSINESS SOLUTIONS LLC	118908	4/3/2025	TRNSPN	BPO - PW OFFICE - OPERATING/OFFICE SUPPLIES	\$41.27
OMEGA RAIL MANAGEMENT INC	118909	4/3/2025	WATER	PW-WTR-RAILROAD LEASES	\$1,203.85
ORCHARDS PET HOSPITAL	118910	4/3/2025	POLICE	BPO PD VET SUPPLIES AND SERVICES FOR K9 ZIVA	\$9.92
O'REILLY AUTO PARTS	118907	4/3/2025	FLTMAINT	BPO/ FLEET REPAIR PARTS	\$242.98
OVERDRIVE INC	118911	4/3/2025	LIBRARY	BPO - LIB - ADULT OVERDRIVE	\$1,200.11
				BPO - LIB - JUVENILE OVERDRIVE	\$720.38
OVERHEAD DOOR INC DBA OVERHEAD DOOR CO OF LEWISTON-CLK	118912	4/3/2025	WSTWTR	PW-WWTP-SHOP DOORS; SAFETY SEAL/3 BUTTON SWITCH	\$206.50
OWEN EQUIPMENT	118913	4/3/2025	FLTMAINT	BPO/ FLEET REPAIR PARTS	\$51.23
OXARC	118914	4/3/2025	FIRE	BPO FIRE - OXARC - CYLINDER RENTAL	\$20.24
			WATER	PW-WTP-BPO SAFETY GLASSES/HARD HATS/GLOVES/HI VIS	\$46.73
			WSTWTR	PW-WWCOLL-BPO PERSONNEL SAFETY SUPPLIES	\$34.20
PAPE MACHINERY INC	118915	4/3/2025	FLTMAINT	BPO/ FLEET REPAIR PARTS	\$218.79
PERFECTION TIRE OF LEWISTON	400062	4/3/2025	FLTMAINT	4 NEW TIRES FOR #215 PICKUP	\$459.96
				BPO/ FLEET REPAIR PARTS & OSL	\$435.98
PERSI	2380	4/3/2025	ADMSVC	Payroll Run 1 - Warrant 040325	\$229,611.97
PORT OF LEWISTON	118916	4/3/2025	INFOSYSTMS	BPO - FIBER CONNECTIONS	\$945.00
PRINCRAFT PRINTING	400063	4/3/2025	COMDEV	CD-D. ORTIZ NOTARTY STAMP-CURRENT ONE EXPIRES4/25	\$45.00
			FIRE	FIRE - PRINCRAFT - BANQUET POSTCARDS	\$45.00
				FIRE - PRINCRAFT - COMMAND BOARD	\$30.00
			POLICE	PD-CUSTOM THANK YOU CARDS	\$90.00
			TRNSPN	PW - NOTICE OF ROW ISSUE DOOR HANGERS (50 QTY)	\$75.00
PSYCHOLOGICAL DIMENSIONS LLC	400064	4/3/2025	POLICE	PD-PREEMPLOYMENT PHYCHOLOGICAL TESTING	\$850.00
RDK CORPORATION DBA SHADOW TRACKERS	400067	4/3/2025	HR	BPO - BACKGROUND CHECK SERVICES	\$186.00
RICK HINES	118879	4/3/2025	FLTMAINT	BPO/ UPHOLSTERY REPAIRS FOR FLEET	\$350.00
RICOH USA INC	118918	4/3/2025	LIBRARY	BPO - LIB - LEASE FEES	\$462.06
			POLICE	BPO PD DISPATCH COPIER RENTAL	\$133.65
			SANITATION	BPO - PW - MPC4503 COPIER MAINTENANCE	\$8.61
			STMWTR	BPO - PW - MPC4503 COPIER MAINTENANCE	\$8.61



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Vendor Name	Ck#	Ck Date	Department	Description	Total
RICOH USA INC	118918	4/3/2025	TRNSPN	BPO - PW - MPC4503 COPIER MAINTENANCE	\$202.46
			WATER	BPO - PW - MPC4503 COPIER MAINTENANCE	\$2.16
			WSTWTR	BPO - PW - MPC4503 COPIER MAINTENANCE	\$2.15
SANITARY DISPOSAL INC DBA SUNSHINE DISPOSAL & RECYCLING	118926	4/3/2025	SANITATION	BPO - PW - FY25 ANNUAL CURBSIDE COLLECTION	\$266,107.87
				BPO - PW - FY25 EXTRA YW & RECY CURBSIDE CARTS	\$1,716.52
SCHUYLER RUBBER CO	400066	4/3/2025	FLTMAINT	RUBBER EDGE BIT FOR #476 LOADER	\$2,849.17
SHERWIN WILLIAMS CO	118919	4/3/2025	PARKSFAC	BPO - FAC - SHERWIN WILLIAMS - PAINT SUPPLIES	\$9.33
SITEONE LANDSCAPE SUPPLY LLC	118920	4/3/2025	PARKSFAC	BPO - PARKS - SITE ONE IRRIGATION SUPPLIES	\$29.02
				RAIN BIRD R VAN NOZZLE RADIUS VARIABLE ACR REFUND	(\$162.92)
			RECREATION	RECREATION - SITEONE - SOFTBALL FIELD SUPPLIES	\$749.40
SOUTHWAY ANIMAL CLINIC PC	118923	4/3/2025	POLICE	PD-ANNUAL EXAM, AMOXICILLIN, CARPROFEN, ETC	\$206.50
ST JOSEPH HOSPITAL LLC	118921	4/3/2025	FIRE	FIRE - SJRMC - CPR CERTIFICATION	\$10.00
STEINER ELECTRONICS INC	118924	4/3/2025	LIBRARY	LIB - A/V EQUIPMENT SERVICE CALL	\$210.00
STERLING BATTERY COMPANY	118925	4/3/2025	FLTMAINT	BPO - FLEET VEHICLE BATTERIES	\$246.21
T BAILEY INC	118928	4/3/2025	WATER	WR071 RESERVOIR EVAL & RECOATING - DESIGN/BUILD	\$6,880.00
THE HOME DEPOT PRO	118927	4/3/2025	PARKSFAC	FACILITIES - HDSUPPLY - CUSTODIAL SUPPLIES	\$3,166.79
THE MASTER'S TOUCH LLC	118898	4/3/2025	FINANCE	BPO - UB - PRINTING & MAILING MONTHLY STATEMENTS	\$6,566.28
THE PRESSURE DR	118917	4/3/2025	SANITATION	PW - TS - PRESSURE WASHER SERVICE	\$390.11
THOMAS, DEAN & HOSKINS OF IDAHO, INC.	400068	4/3/2025	TRANSITCAP	TRANSIT COMMUNITY CENTER BUS STOP DESIGN	\$3,437.00
TITAN TECHNOLOGIES INC	118929	4/3/2025	WSTWTR	IFB-24-001 WW060 2023 WW IMPROVEMENT PROJECT	\$197,832.75
TRAVELERS	118930	4/3/2025	INSTRUST	TRAVELERS DEDUCTIBLE	\$2,966.23
TRIBUNE PUBLISHING CO	118931	4/3/2025	COMDEV	BPO-CD-PZC- PUBLISHED NOTICES FOR PUBLIC HEARINGS	\$92.68
			EXECUTIVE	EXEC BPO: PUBLICATIONS AND ORDINANCE SUMMARIES	\$674.42
			TRNSPN	TR059 12TH ST WARNER-AIRWAY; IFB-25-010;AD 200530	\$197.20
UNIFORMS2GEAR INC	400069	4/3/2025	POLICE	BPO PD UNIFORMS/PATROL	\$96.86
UNITED RENTALS (NORTH AMERICA), INC.	118933	4/3/2025	WATER	PW-WD-BPO SPECIALTY EQUIPMENT/TOOLS/ REPAIR SRV	\$25.57



Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
UNITED RENTALS (NORTH AMERICA), INC.	118933	4/3/2025	WATER	WR524 7TH ST CT; TRACKHOE AND TRENCH ROLLER RENT	\$2,792.00
URM STORES INC	400070	4/3/2025	PARKSFAC	BPO - FAC - URM - CLEANING SUPPLIES	\$1.69
			POLICE	BPO PD BOTTLED WATER AND ICE	\$31.92
			RECREATION	BPO - SENIOR NUTRITION - DAILY FOOD PURCHASES	\$568.71
US ARMY CORPS OF ENGINEERS	118934	4/3/2025	WSTWTR	WW504 SNAKE RIVER AVE SEWER TRUNK AGREEMENT	\$250.00
US FOODS - SPOKANE	118935	4/3/2025	RECREATION	BPO FOOD SUPPLY FOR SENIOR MEAL PROGRAM	\$2,175.70
VALLEY FENCE	118936	4/3/2025	POLICE	PD-AUTOGATE REPAIR AND REPLACE BATTERIES	\$250.00
			WATER	WR098 GATE REPLACEMENT AND FENCING	\$13,519.00
			WSTWTR	WW098 REPLACEMENT/REINFORCED SECURITY FENCING	\$4,174.71
VERIZON WIRELESS	2383	4/3/2025	COMDEV	BILL DATE 3/12/25 UTILITY CHARGES	\$379.50
			FIRE	BILL DATE 3/12/25 UTILITY CHARGES	\$1,160.45
			HR	BILL DATE 3/12/25 UTILITY CHARGES	\$37.48
			INFOSYSTMS	BILL DATE 3/12/25 UTILITY CHARGES	\$728.61
			LEGISLATIV	BILL DATE 3/12/25 UTILITY CHARGES	\$100.07
			PARKSFAC	BILL DATE 3/12/25 UTILITY CHARGES	\$104.98
			POLICE	BILL DATE 3/12/25 UTILITY CHARGES	\$2,350.99
			STMWTR	BILL DATE 3/12/25 UTILITY CHARGES	\$84.56
			TRANSITOP	BILL DATE 3/12/25 UTILITY CHARGES	\$159.38
			TRNSPN	BILL DATE 3/12/25 UTILITY CHARGES	\$1,106.53
			WATER	BILL DATE 3/12/25 UTILITY CHARGES	\$1,409.43
			WSTWTR	BILL DATE 3/12/25 UTILITY CHARGES	\$928.22
VICTORIA BROWN	118816	3/27/2025	POLICE	MEALS V. BROWN NG911 PRESENTATIONS BOISE	\$101.00
WASHINGTON STATE SUPPORT REGISTRY	118836	4/3/2025	ADMSVC	Payroll Run 1 - Warrant 040325	\$358.86
WELCH COMER & ASSOCIATES INC	400071	4/3/2025	CAPITAL PROJECTS	MJ024-RFQ-24-009 MAIN ST CORRIDOR DESIGN	\$45,686.00
WELLS ONE-FIRE DEPT DBA WELLS FARGO BANK	2377	3/21/2025	FIRE	FIRE - BADGE & WALLET - PROMOTIONS	\$344.10
WELLS ONE-PUBLIC WORKS DEPT DBA WELLS FARGO BANK	2376	3/21/2025	WATER	BPO-PW-W-WW-MONTHLY CHARGES; SIPTRUNK	\$34.34
			WSTWTR	BPO-PW-W-WW-MONTHLY CHARGES; SIPTRUNK	\$68.70
WESMAR AUTOMOTIVE DBA WESMAR PRODUCTS	118937	4/3/2025	FLTMAINT	BPO - FLEET - BRAKE&CARB CLEANER	\$120.00
WESTERN EQUIPMENT	118932	4/3/2025	FLTMAINT	REPL BRAKE MASTER CYL #583 UTV	\$317.20



Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
WESTERN EQUIPMENT	11893 ~	4/3/2025	FLTMAINT	REPL DRIVE CLUTCH FOR #582 UTV	\$1,162.25
WESTERN RECYCLERS INC	40007 2	4/3/2025	FINANCE	BPO - FIN - WESTERN RECYCLERS - SHREDDING	\$34.68
			FIRE	BPO FIRE - WESTERN RECYCLERS - SHREDDING	\$17.00
			HR	BPO - FIN - WESTERN RECYCLERS - SHREDDING	\$17.32
			LIBRARY	BPO - LIB - RECYCLING SERVICES FEE	\$52.00
			POLICE	BPO PD SHREDDING SERVICES	\$52.00
			TRNSPN	BPO - PW OFFICE - SHREDDING SERVICES	\$45.00
WITMER PUBLIC SAFETY GROUP INC	11893 8	4/3/2025	FIRE	FIRE - WITMER - PARAMEDIC STICKERS	\$94.74
WSCCCE	11883 7	4/3/2025	ADMSVC	Payroll Run 1 - Warrant 040325	\$2,052.71
ZIEGLER BUILDING CENTER	11893 9	4/3/2025	PARKSFAC	ZIGGY'S - PIONEER PARK PROJECT ADA STALLS SUPPLIES	\$83.19
ZOLL MEDICAL CORPORATION GPO	11894 0	4/3/2025	FIRE	BPO FIRE - ZOLL - EMS SUPPLIES	\$766.70
Total					\$1,837,367.16



CITY COUNCIL MEETING AGENDA ITEM SUMMARY

ITEM TITLE PRELIMINARY PLAT - MARTIN'S MEADOWS SECOND ADDITION	AGENDA NO. VI. D. AGENDA DATE: April 14, 2025
ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.) The Lewiston City Council has not acted on this plat previously. At their March 26, 2025 regular meeting, the City of Lewiston Planning and Zoning Commission considered the Martin's Meadows 2nd Addition, Preliminary Plat, and voted unanimously to recommend approval of the plat as presented, to the Lewiston City Council. The Martin's Meadows, 2nd Addition preliminary plat proposes to re-plat approximately 2.41 acres of Lot 7 of the original Martin's Meadows Addition administrative plat into 7 residential lots. Martin's Meadows 2nd Addition is located on the south side of Alder Avenue between 17th Street and 18th Street. An existing single family residence currently occupies Lot 7 of the Martin's Meadows Addition, and the existing residence will occupy Lot 4 of the proposed Martin's Meadows 2nd Addition. The remaining developable property is located in the center of the block, and a new public street, approximately 419 feet in length, and associated public utilities will need to be constructed or completed to service the seven new lots of the finished subdivision. The new street, proposed to be named Martin Court, has 50 feet of available right-of-way width available to connect to Alder Avenue at the north end, and will incorporate a cul-de-sac turn-around with a 50-foot right-of-way radius at its southerly terminus. The developer has requested that the proposed Martin Court be constructed with sidewalk on only one side of the street. In conformance with the requirements for cul-de-sac roadways less than 500' in length, as defined in City drawing 3-5, the developer will be required to provide a fee-in-lieu-of construction for the omitted sidewalk. With the construction and dedication of the new proposed public street, all seven proposed lots will be "standard" lots that have frontage on an improved public street that meets or exceeds the minimum lot width for the applicable R1 Zone. When providing utility services for the existing residence, the developer constructed the new infrastructure to standards that should be appropriate for servicing all seven of the proposed lots. The developer indicated that service stubs will still need to be installed for each of the proposed lots, but it appears that roadway improvements will comprise the majority of the public improvements yet to be constructed. The proposed subdivision is located in the Lewiston Orchards Irrigation District and Central Orchards Sewer District, and the utility districts have indicated their intent to provide service for the proposed lots. Avista Utilities, CenturyLink/Lumen Technologies, and Sparklight have also confirmed their intent to provide utility service. The subject property is currently zoned R1, and the proposed lot configurations adhere to the	

requirements of that zone as outlined in the City of Lewiston Zoning Ordinance, City Code Chapter 37.

The preliminary plat is presented at a scale of 60' to the inch when printed at full scale, which differs from the 100' to the inch standard specified in Section 32-20(a) of subdivision code.

Because the 60' to 1" scale provides for better "clarity of lines, bearings, and dimensions" as specified in Title 50-1304 (1) of Idaho Code, City staff recommends that the 60' to 1" scale be accepted as exceeding the code requirement of the specified 100' to 1" scale. With the exception of the noted difference in scale, the preliminary plat complies with the applicable requirements of the City of Lewiston Subdivision Ordinance, City Code Chapter 32.

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

Approval of this preliminary plat will result in future impacts on Public Works' staff and budgets due to the required maintenance associated with public improvements constructed as part of the proposed development.

ACTION PROPOSED

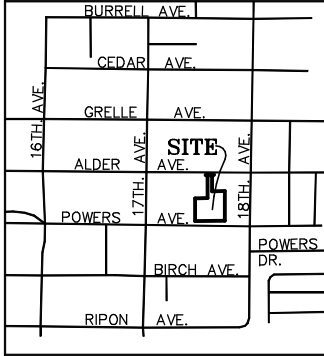
Staff recommends that Council accept the unanimous recommendation of the City of Lewiston Planning and Zoning Commission, and approve the Martin's Meadows 2nd Addition, Preliminary Plat as presented. A draft Reasoned Statement, with entries based on the information contained in the staff report, has been attached to the information packet for your consideration or use, at your discretion.

PRELIMINARY

MARTIN'S MEADOWS 2ND. ADDITION

A SUBDIVISION OF LOT 7 MARTIN'S MEADOWS PLAT, INS. NO.633285
BEING A SUBDIVISION OF
LOT 7, BLOCK 86 , LEWISTON ORCHARDS
TRACT NO. 12, BEING PART OF SECTION 15, T.35N., R.5W., BOISE MERIDIAN
CITY OF LEWISTON, COUNTY OF NEZ PERCE, STATE OF IDAHO

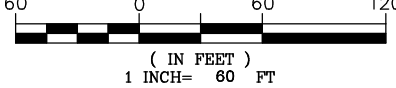
VICINITY MAP



LEWISTON ORCHARDS TRACT 12, BLOCK 86

CONTOUR AND VERTICAL INFORMATION SHOWN HEREON IS RELATED TO NAVD 88 DATUM AND WAS DERIVED FROM A POST PROCESSED OPUS/ DPOS SOLUTION OF OVER 4 HOURS.

GRAPHIC SCALE



LEGEND

- ▲ = CALCULATED POSITION ONLY, NO CORNER SET THIS SURVEY.
- = FOUND MONUMENT AS SHOWN.
- = SET OR PREVIOUSLY SET 5/8" DIA BY 30" LONG REBAR & CAP MK'D. "PLS 7379" UNLESS OTHERWISE STATED.
- () = RECORDED BEARINGS OR DISTANCES.
- = EXISTING WATER LINE.
- = EXISTING SEWER LINE.
- = EXISTING ELECTRIC LINE.
- = EXISTING GAS LINE.
- ⊕ = EXISTING WATER VALVE.
- ⊗ = EXISTING WATER METER.
- ⊙ = EXISTING SEWER MANHOLE.
- x — = EXISTING FENCE LINE.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS 1983 IDAHO STATE PLANE COORDINATE SYSTEM WEST ZONE, AND WAS DEVELOPED FROM AN OPUS/ DPOS POST PROCESSED POSITION OF OVER 4 HOURS. LOCAL BASIS OF BEARINGS IS THE CENTERLINE OF POWERS AVENUE AS SHOWN.

EXISTING ZONING: R1 RESIDENTIAL

TOTAL ACREAGE: 2.41 ACRES

TOTAL NUMBER OF LOTS: 7

STORM WATER NOTE:

STORM WATER WILL BE REQUIRED TO BE DETAINED ON SITE.

UTILITY SERVICE PROVIDERS:

AVISTA, CENTURYLINK, SPARKLIGHT, C.O.S.D. & L.O.I.D. HAVE AGREED TO PROVIDE SERVICES.

LEGAL DESCRIPTION

COMMENCING AT THE INTERSECTION OF EIGHTEENTH STREET AND POWERS AVENUE; THENCE NORTH 89°40'14" WEST, A DISTANCE OF 358.20 FEET; THENCE NORTH 01°03'11" EAST, A DISTANCE OF 152.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89°40'14" WEST, A DISTANCE OF 330.09 FEET; THENCE NORTH 01°02'40" EAST, A DISTANCE OF 246.59 FEET; THENCE SOUTH 89°44'16" EAST, A DISTANCE OF 140.04 FEET; THENCE NORTH 01°03'14" EAST, A DISTANCE OF 242.72 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 90°47'30"; THENCE NORTHWESTERLY ALONG THE ARC, A DISTANCE OF 31.69 FEET; THENCE SOUTH 89°44'16" EAST, A DISTANCE OF 90.01 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES SOUTH 00°15'44" WEST, A RADIAL DISTANCE OF 20.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 89°12'30", A DISTANCE OF 31.14 FEET; THENCE SOUTH 01°03'14" WEST, A DISTANCE OF 167.27 FEET; THENCE SOUTH 89°44'16" EAST, A DISTANCE OF 140.09 FEET; THENCE SOUTH 01°03'11" WEST, A DISTANCE OF 322.98 FEET TO THE TRUE POINT OF BEGINNING.

CITY ENGINEER'S CERTIFICATE

I, HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND THAT IT COMPLIES WITH THE REQUIREMENTS OF TITLE 50, CHAPTER 13, IDAHO CODE AND THE SUBDIVISION ORDINANCES OF CITY OF LEWISTON.

ENGINEER, CITY OF LEWISTON, IDAHO

DATE

CITY CLERK'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT AND DEDICATIONS SHOWN HEREON HAVE BEEN APPROVED AND ACCEPTED BY THE CITY COUNCIL OF LEWISTON, IDAHO AT A MEETING HELD ON THE _____ DAY OF _____, 2024

CITY CLERK, CITY OF LEWISTON, IDAHO

DATE

CITY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND APPROVED.

SURVEYOR, CITY OF LEWISTON, IDAHO

DATE

SURVEYOR'S CERTIFICATE

I, TERRY T. GOLDING, PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, HEREBY CERTIFY THAT I HAVE SURVEYED MARTIN'S MEADOWS 2ND. ADDITION TO THE CITY OF LEWISTON, IDAHO AS SHOWN HEREON AND THAT THIS PLAT REPRESENTS A SURVEY PERFORMED BY ME, UNDER MY DIRECTION AND COMPLIES WITH THE APPLICABLE REQUIREMENTS OF TITLE 50, CHAPTER 13, AT THE REQUEST OF BRIAN MARTIN IN FEBRUARY, 2025.

Serry T. Golding 03/05/2025
TERRY T. GOLDING DATE
IDAHO PROFESSIONAL LAND SURVEYOR # 7379



COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT ALL AD VALOREM TAXES AND ASSESSMENTS FOR THE PROPERTY HEREON DESCRIBED HAVE BEEN PAID FOR THE YEAR 2025 AND ALL PRECEDING YEARS.

NEZ PERCE COUNTY TREASURER

DATE

PUBLIC HEALTH-IDAHO NORTH CENTRAL DISTRICT

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE TITLE 50, CHAPTER 13, HAVE BEEN SATISFIED. SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE BY ISSUANCE OF A CERTIFICATION OF DISAPPROVAL

ENVIRONMENTAL HEALTH SPECIALIST DATE
NORTH CENTRAL HEALTH DEPARTMENT.

OWNER'S DEDICATION CERTIFICATE

WE, THE UNDERSIGNED OWNERS OF THE HEREON DESCRIBED AND PLATTED PROPERTY DO HEREBY CERTIFY THAT WE INTEND TO SUBDIVIDE SAID PROPERTY AS INDICATED BY THIS INSTRUMENT. THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, THAT WE HEREBY DEDICATE TO THE PUBLIC FOREVER, THOSE STREETS AND EASEMENTS AS SHOWN PLATTED HEREON.

BRUCE D. MARTIN DATE SUSAN K. MARTIN DATE

BRAD A. MARTIN DATE CONNI JO MARTIN DATE

BRIAN L. MARTIN DATE

ACKNOWLEDGMENT

STATE OF IDAHO } SWORN STATEMENT
COUNTY OF NEZ PERCE
BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED

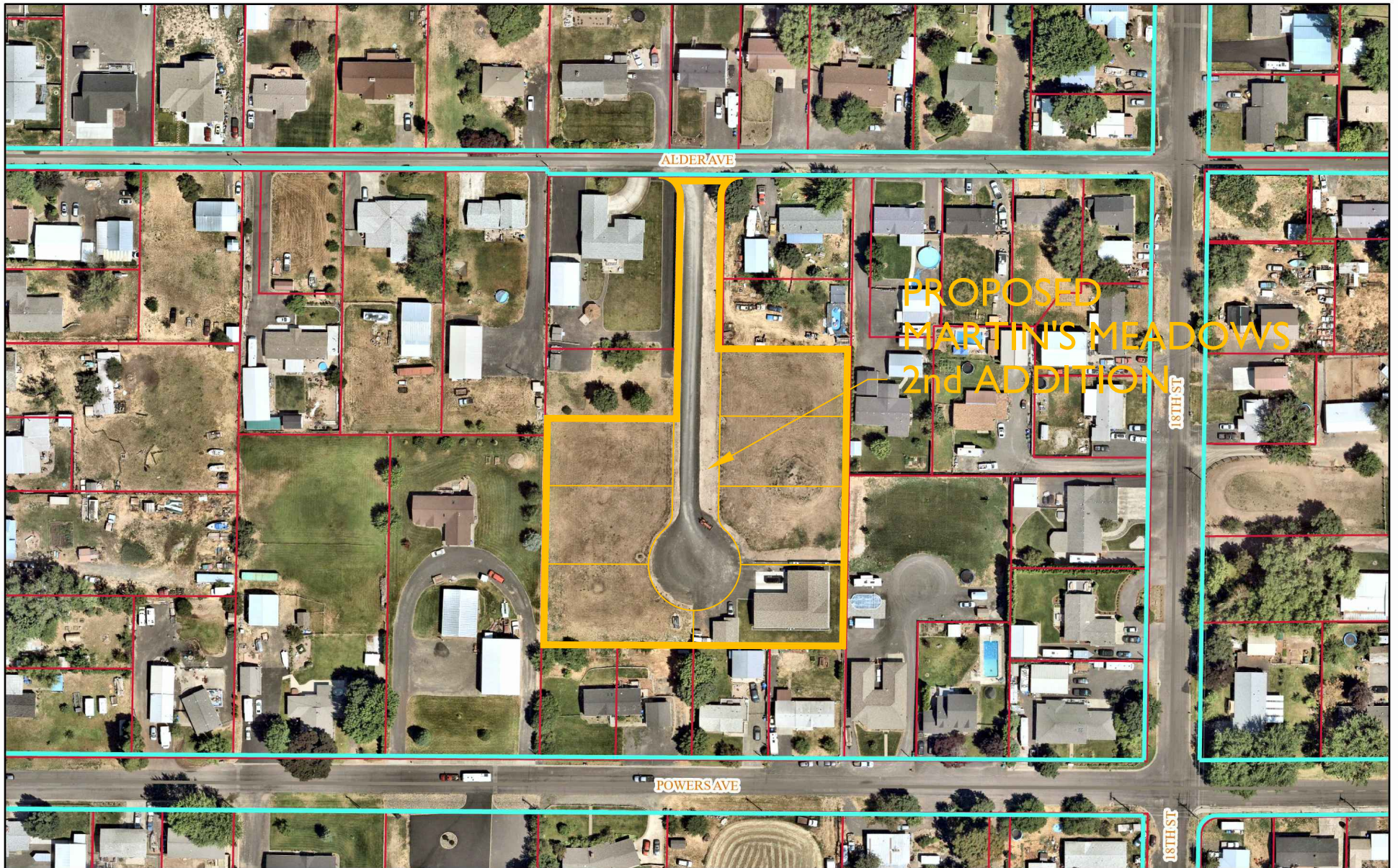
KNOWN TO ME TO BE THE PERSON(S) WHO EXECUTED THE FOREGOING OWNERS CERTIFICATE, A FREE AND VOLUNTARY ACT AND DEED.

IN WITNESS THEREOF, THIS _____ DAY OF _____, 19____
I SET MY HAND AND AFFIX MY SEAL.

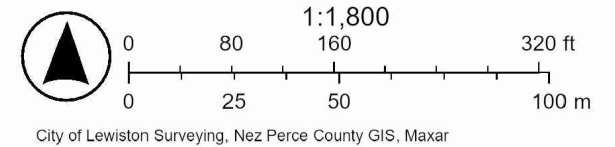
NOTARY PUBLIC IN AND FOR THE STATE OF IDAHO.
RESIDING AT _____
MY COMMISSION EXPIRES _____



City of Lewiston



3/18/2025, 3:25:47 PM



**CITY OF LEWISTON PLANNING AND ZONING COMMISSION
REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS
RECOMMENDING APPROVAL, APPROVAL WITH CONDITIONS, OR
DENIAL OF A SUBDIVISION PRELIMINARY PLAT TO THE LEWISTON
CITY COUNCIL**

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

I. **APPLICATION NUMBER:**
SUB24-000009

II. **APPLICANT'S NAME AND ADDRESS:**
Brian Martin
1728 Alder Avenue
Lewiston ID, 83501

III. **IDENTIFICATION AND/OR LOCATION OF SUBJECT PROPERTY:**
A re-plat portions of Lot 7 of the original Martin's Meadows Addition administrative plat, consisting of 2.41 acres, located on the south side of Alder Avenue between 17th Street and 18th Street, Lewiston, Idaho.

IV. **IDENTIFICATION OF ZONING DISTRICT AND FUTURE LAND USE DESIGNATION OF SUBJECT PROPERTY:**
Suburban Residential (R-1) Zone, Neighborhood Residential

V. **DATE OF CONSIDERATION:**
March 26, 2025

VI. **NAME OF GOVERNING BODY:**
City of Lewiston Planning and Zoning Commission

VII. **NATURE OF SUBJECT APPLICATION:**
Application for approval of subdivision preliminary plat.

VIII. **DECISION:**
The Lewiston Planning and Zoning Commission recommends **APPROVAL** of SUB24-000009 (Martin's Meadows, 2nd Addition - Preliminary Plat).

IX. RELEVANT CONTESTED FACTS RELIED UPON:

The relevant contested facts relied upon are:

None.

X. RELEVANT CRITERIA AND STANDARDS:

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

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

The Martin's Meadows, 2nd Addition preliminary plat proposes to re-plat approximately 2.41 acres of Lot 7 of the original Martin's Meadows Addition administrative plat into 7 residential lots. Martin's meadows 2nd Addition is located on the south side of Alder Avenue between 17th Street and 18th Street. An existing single family residence currently occupies Lot 7 of the Martin's Meadows Addition, and the existing residence will occupy Lot 4 of the proposed Martin's Meadows 2nd Addition. The remaining developable property is located in the center of the block, and a new public street, approximately 419 feet in length, and associated public utilities will need to be constructed or completed to service the seven new lots of the finished subdivision. The new street, proposed to be named Martin Court, has 50 feet of available right-of-way width available to connect to Alder Avenue at the north end, and will incorporate a cul-de-sac turn-around with a 50 foot right-of-way radius at its southerly terminus. The developer has requested that the proposed Martin Court be constructed with sidewalk on only one side of the street. In conformance with the requirements for cul-de-sac roadways less than 500' in length, as defined in City drawing 3-5, the developer will be required to provide a fee-in-lieu-of construction, for the omitted sidewalk. With the construction and dedication of the new proposed public street, all seven proposed lots will be "standard" lots that have frontage on an improved public street that meets or exceeds the minimum lot width for the applicable R-1 Zone.

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

The proposed plat adheres to the requirements for the R-1 Zone which were established to promote the orderly development of the city according to the comprehensive plan; to conserve and stabilize the value of property; and otherwise to promote the public health, safety, and general welfare.

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

The proposed subdivision was reviewed by the City of Lewiston Community Development Department, and Community Development staff confirmed that the proposed subdivision is in compliance with applicable standards contained in Chapter 37 of Lewiston City Code, and meets the lot configuration requirements for lot width, lot depth, and lot size as established for the applicable R-1 zone.

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

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

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

The plat area includes the applicant’s entire parcel as determined by a survey in the field conducted by an Idaho Licensed Land Surveyor.

6. The proposed subdivision **has** been reviewed by applicable public utility providers.

Representatives of applicable public utility providers have reviewed the plat proposal and affirmed their ability and intent to provide service by signing the utility services acceptance form contained in the preliminary plat application packet.

7. The applicant **has** complied with all elements of Lewiston City Code § 32.20. Applicable commentary:

The plat was reviewed by the City Surveyor and Public Works Staff under the direction of the City Engineer. The preliminary plat is presented at a scale of 60' to the inch when printed at full scale, which differs from the 100' to the inch standard specified in Section 32-20(a) of subdivision code. Because the 60' to 1" scale provides for better "clarity of lines, bearings, and dimensions" as specified in Title 50-1304 (1) of Idaho Code, City staff recommends that the 60' to 1" scale be accepted as exceeding the code requirement of the specified 100' to 1" scale. With the exception of the noted difference in scale, the preliminary plat contained the information required by Section 32.20 of the City Subdivision Code.

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

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

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

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

10. The proposed subdivision **does not** have, in whole or in part, terrain having an average slope exceeding ten percent (10%).

The native slopes of all land located within the plat area are less than the 10% threshold. All constructed improvements will be designed by an Idaho licensed engineer.

11. The proposed subdivision **is** in conformance with the City's Master Transportation Plan and/or neighborhood plan. Applicable commentary:

The current adopted Transportation Plan does not address, or make recommendations for the property located within the applicants proposed development.

12. The proposed subdivision's street name(s) **are** in conformance with Lewiston City Code § 31-85. Applicable commentary:

Martin Court is a unique name for the local emergency services dispatch area and adhere to the requirements established for cul-de-sac streets.

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

Not applicable.

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

Not applicable.

NOTICE TO APPLICANT AND AFFECTED PERSONS: The Planning and Zoning Commission's recommendation to the City Council is not a final decision, and thus, shall not be subject to reconsideration or appeal.

By:



Signature of Planning and Zoning Commission Chair or Vice Chair or Acting Chair

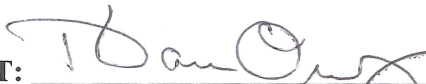
Printed:

Gabe Jacobati

Date of Signature:

March 26, 2025

ATTEST:



Dawn Ortiz, Community Development Specialist

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

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

- I. **APPLICATION NUMBER:**
SUB24-000009
- II. **APPLICANT'S NAME AND ADDRESS:**
Brian Martin
1728 Alder Avenue
Lewiston ID, 83501
- III. **IDENTIFICATION AND/OR LOCATION OF SUBJECT PROPERTY:**
A re-plat portions of Lot 7 of the original Martin's Meadows Addition administrative plat, consisting of 2.41 acres, located on the south side of Alder Avenue between 17th Street and 18th Street, Lewiston, Idaho.
- IV. **IDENTIFICATION OF ZONING DISTRICT AND FUTURE LAND USE DESIGNATION OF SUBJECT PROPERTY:**
Suburban Residential (R-1) Zone, Neighborhood Residential
- V. **DATE OF CONSIDERATION:**
April 14, 2025
- VI. **NAME OF GOVERNING BODY:**
Lewiston City Council
- VII. **NATURE OF SUBJECT APPLICATION:**
Application for approval of subdivision preliminary plat.
- VIII. **DECISION:**
The Lewiston City Council **APPROVES SUB24-000009 (Martin's Meadows 2nd Addition, Preliminary Plat).**

IX. RELEVANT CONTESTED FACTS RELIED UPON:

The relevant contested facts relied upon are:

None.

X. RELEVANT CRITERIA AND STANDARDS:

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

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

The Martin's Meadows, 2nd Addition preliminary plat proposes to re-plat approximately 2.41 acres of Lot 7 of the original Martin's Meadows Addition administrative plat into 7 residential lots. Martin's meadows 2nd Addition is located on the south side of Alder Avenue between 17th Street and 18th Street. An existing single family residence currently occupies Lot 7 of the Martin's Meadows Addition, and the existing residence will occupy Lot 4 of the proposed Martin's Meadows 2nd Addition. The remaining developable property is located in the center of the block, and a new public street, approximately 419 feet in length, and associated public utilities will need to be constructed or completed to service the seven new lots of the finished subdivision. The new street, proposed to be named Martin Court, has 50 feet of available right-of-way width available to connect to Alder Avenue at the north end, and will incorporate a cul-de-sac turn-around with a 50 foot right-of-way radius at its southerly terminus. The developer has requested that the proposed Martin Court be constructed with sidewalk on only one side of the street. In conformance with the requirements for cul-de-sac roadways less than 500' in length, as defined in City drawing 3-5, the developer will be required to provide a fee-in-lieu-of construction, for the omitted sidewalk. With the construction and dedication of the new proposed public street, all seven proposed lots will be "standard" lots that have frontage on an improved public street that meets or exceeds the minimum lot width for the applicable R-1 Zone.

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

The proposed plat adheres to the requirements for the R-1 Zone which were established to promote the orderly development of the city according to the comprehensive plan; to conserve and stabilize the value of property; and otherwise to promote the public health, safety, and general welfare.

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

The proposed subdivision was reviewed by the City of Lewiston Community Development Department, and Community Development staff confirmed that the proposed subdivision is in compliance with applicable standards contained in Chapter 37 of Lewiston City Code, and meets the lot configuration requirements for lot width, lot depth, and lot size as established for the applicable R-1 zone.

4. The proposed subdivision **will** be in conformance with the Lewiston Comprehensive Plan’s desired futures for the neighborhood the proposed subdivision will be located. Applicable commentary:

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

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

The plat area includes the applicant’s entire parcel as determined by a survey in the field conducted by an Idaho Licensed Land Surveyor.

6. The proposed subdivision **has** received favorable review from applicable public utility providers:

Representatives of applicable public utility providers have reviewed the plat proposal, and affirmed their ability and intent to provide service by signing the utility services acceptance form contained in the preliminary plat application packet.

7. The applicant **has** complied with all elements of Lewiston City Code § 32.20. Applicable commentary:

The plat was reviewed by the City Surveyor and Public Works Staff under the direction of the City Engineer. The preliminary plat is presented at a scale of 60' to the inch when printed at full scale, which differs from the 100' to the inch standard specified in Section 32-20(a) of subdivision code. Because the 60' to 1" scale provides for better "clarity of lines, bearings, and dimensions" as specified in Title 50-1304 (1) of Idaho Code, City staff recommends that the 60' to 1" scale be accepted as exceeding the code requirement of the specified 100' to 1" scale. With the exception of the noted difference in scale, the preliminary plat contained the information as required by Section 32.20 of the City Subdivision Code.

8. Where the proposed subdivision contains all or any part of the site of a proposed park, school, flood control facility, or other public area as shown by the City's Comprehensive Plan or future acquisitions map, the proposed subdivision **does** comply with the provisions of Idaho Code § 67-6517. Applicable commentary:

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

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

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

10. The proposed subdivision **does not** have, in whole or in part, terrain having an average slope exceeding ten percent (10%). Applicable commentary:

The native slopes of all land located within the plat area are less than the 10% threshold. All constructed improvements will be designed by an Idaho licensed engineer.

11. The proposed subdivision **is** in conformance with the City's Master Transportation Plan and/or neighborhood plan. Applicable commentary:

The current adopted Transportation Plan does not address, or make recommendations for the property located within the applicants proposed development.

12. The proposed subdivision's street name(s) **are** in conformance with Lewiston City Code § 31-85. Applicable commentary:

Martin Court is a unique name for the local emergency services dispatch area and adheres to the requirements established for cul-de-sac streets.

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

Not applicable.

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

Not applicable.

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

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

By: _____
Daniel G. Johnson, Mayor

Date of Signature: _____

ATTEST: _____
Tanya M. Brocke, City Clerk



CITY COUNCIL MEETING AGENDA ITEM SUMMARY

ITEM TITLE NORTH LEWISTON BUSINESS PARK SUBDIVISION PUBLIC IMPROVEMENT AGREEMENT	AGENDA NO. VII. A. AGENDA DATE: April 14, 2025
ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.) MJM DEVELOPERS, LLC are creating the North Lewiston Business Park, a four-parcel subdivision in North Lewiston. A preliminary plat was approved on March 10 th 2025 to subdivide approximately 10.21 acres of property in North Lewiston into 4 parcels. The proposed development is located south of 7 th Avenue North in the middle of the block between 24 th Street North and 28 th Street North (See Appendix B of the Development Agreement). As shown on the preliminary plat, an existing motor freight transfer facility currently occupies the proposed Parcel 1. Upon completion of the Final Plat, MJM Developers are making arrangements to sell Parcel 2 and the new owners are proposing to develop a new manufacturing facility. Parcels 3 and 4 do not have any immediate proposed development plans. Approximately 589 ft of frontage improvements along 7 th Avenue north consisting of curb, gutter, sidewalk, and asphalt patch-back, will need to be constructed to service the finished subdivision. However, frontage improvements along 7 th Ave north will directly front Parcels 3 and 4, for which no development plans have been created yet. Installing frontage improvements would include the driveway accesses, water/sewer services, hydrants, franchise services, etc. This infrastructure is best suited to be installed for a specific use and development design. Otherwise, these items may not suit the proposed use. Therefore, MJM Developer's are proposing to create a Development Agreement with the City to defer frontage improvements along 7 th Ave north until such development plans are realized but no later than January 30 th 2027. The Development Agreement contains the estimated costs to construct these improvements and a bond at 135% of the estimated costs. Should this development plan default, the City can use the bond to construct the improvements.	
BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources) This does not impact City Budget.	
ACTION PROPOSED	

Public Works Department recommends approval.

(Above space for Recorder's use)

**PUBLIC IMPROVEMENT AGREEMENT
FOR THE NORTH LEWISTON BUSINESS PARK SUBDIVISION**

THIS PUBLIC IMPROVEMENT AGREEMENT is entered into by and between the City of Lewiston, an Idaho municipal corporation, and MJM DEVELOPERS, LLC, a Washington limited liability company located at 1001 N. Havana St., Spokane, WA 99202-4535 ("Subdivider"). City and Subdivider may also be individually referred to as "Party" or collectively as "Parties."

WHEREAS, this Agreement concerns the development of the North Lewiston Business Park, a Subdivision by Subdivider within the City of Lewiston;

WHEREAS, this Agreement provides for construction of Public Improvements intended for ownership or maintenance by the City of Lewiston and/or other utility service providers to support the Subdivision in accordance with City's Subdivision Ordinance;

WHEREAS, pursuant to §§ 32-40 and 32-47 of City's Subdivision Ordinance, if a subdivider wishes to file a final plat prior to the construction of Public Improvements, the subdivider must enter into a public improvement agreement with City for the construction of the Public Improvements, and such public improvement agreement must be approved by the City Council prior to approval by the City Council of the related final plat;

WHEREAS, pursuant to § 32-47 of City's Subdivision Ordinance, a public improvement agreement must address, at a minimum, the following: (1) planned increments of improvement, (2) planned construction schedule, (3) adherence to approved plans and City construction standards, (4) abandoned or uncompleted improvements, and (5) inspection of completed work;

WHEREAS, pursuant to § 32-45 of City's Subdivision Ordinance, a subdivider is responsible for the design and installation of Public Improvements;

WHEREAS, pursuant to § 32-48 of City's Subdivision Ordinance, a subdivider must post with the City, prior to recording a related final plat, financial guarantee of construction of the required Public Improvements in a form authorized by and in the amount required by City's Subdivision Ordinance;

WHEREAS, in accordance with Article VI, Preliminary Plat, of Chapter 12 of City's Subdivision Ordinance, the Lewiston City Council approved Subdivider's preliminary plat for the Subdivision on March 10, 2025; and

WHEREAS, Subdivider desires to file a final plat for the Subdivision prior to the construction of Public Improvements that will support the Subdivision and, thus, desires to enter into this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

1. **INCORPORATION OF RECITALS.** The foregoing recitals are hereby incorporated into and made part of this Agreement, including all defined terms therein.

2. **DEFINITIONS.** For purposes of this Agreement, the following words shall be defined as set forth below:

- a. ***Agreement*** means this Public Improvement Agreement, as amended from time-to-time.
- b. ***City*** means the City of Lewiston, Idaho.
- c. ***City Code*** means the City Code of the City of Lewiston, Idaho.
- d. ***City Engineer*** means the City Engineer for City and their designee(s).
- e. ***City's Subdivision Ordinance*** means Chapter 32 (Subdivisions) of the Lewiston City Code, as amended from time-to-time.
- f. ***Development*** means all phases of subdivisions of the Property. This definition shall include any and all current and future names or titles for the Development.
- g. ***Event of Force Majeure*** means an event beyond the reasonable control of a Party that prevents such Party from complying with any of its obligations under this Agreement, including riots, acts of God, accidents, order of a court of competent jurisdiction, failure of a required governmental approval, civil disorders, acts of war, material shortages, or disease, and not attributable to such Party's neglect or nonfeasance.
- h. ***Final Acceptance by City*** means City is satisfied that all Public Improvements required by this Agreement and City's Subdivision Ordinance have been constructed in a satisfactory manner. Final Acceptance occurs upon City Council approval of a resolution accepting the dedication of the Public Improvements.
- i. ***Property*** means the real property that is the subject of this Agreement, which is located in the City of Lewiston and is described as set forth in Exhibit A, attached hereto and incorporated herein.
- j. ***Public Improvements*** means those improvements that Subdivider is required to make in and around the Subdivision pursuant to § 32-45 of City's Subdivision Ordinance and this Agreement.

- k. ***Subdivision*** means the same as defined in Article II, Chapter 32 of the Lewiston City Code.

3. **CITY'S SUBDIVISION ORDINANCE CONTROLS.** This Agreement supplements, but does not supersede, City's Subdivision Ordinance. In the event of a conflict between a term of this Agreement and a provision of City's Subdivision Ordinance, City's Subdivision Ordinance shall control. Subdivider shall be subject to all provisions of City's Subdivision Ordinance, as amended from time-to-time.

4. **PUBLIC IMPROVEMENTS.** Subdivider shall design and install the Public Improvements required by and in accordance with this Agreement and all applicable laws and regulations, including, but not limited to, City's Subdivision Ordinance, Chapter 31 (Public Right-of-Way) of the City Code, and design and engineering standards adopted by City; provided, however, if unique conditions exist such that City standards or requirements of the City Code cannot reasonably be met, then Subdivider may petition the City Council for an amendment to a specific standard, as provided in § 32-45 of City's Subdivision Ordinance. Subdivider shall maintain the Public Improvements in accordance with City standards and all other applicable requirements mandated by the entities responsible for providing services to the Subdivision until such time as Final Acceptance by City (or other utility service provider that is responsible for such Public Improvements) of such Public Improvements in accordance with Section 10 of this Agreement.

5. **ORDER OF EVENTS.** In accordance with Article VII (Final Plat) and §§ 32-40 and 32-47 of City's Subdivision Ordinance, the following events shall occur in the following order:

- a. Subdivider shall post with City a financial guarantee in accordance with § 32-48 of City's Subdivision Ordinance and Section 6 of this Agreement for construction of the Public Improvements.
- b. In accordance with, and subject to, §§ 32-40 and 32-47 of City's Subdivision Ordinance and Section 7 of this Agreement, the City Engineer shall review and approve the construction plans and specifications for the Public Improvements.
- c. Subdivider shall submit to City a final plat of the Subdivision in accordance with Article VII (Final Plat) of City's Subdivision Ordinance and construction plans and specifications for the Public Improvements in accordance with Article X (Street and Utility Improvement Requirements) of City's Subdivision Ordinance.
- d. In accordance with Article VII (Final Plat) of City's Subdivision Ordinance, the City Council shall consider and act upon the final plat for the Subdivision. In accordance with § 32-40 of City's Subdivision Ordinance, the City Council's approval of the final plat for the Subdivision shall constitute approval of the construction plans and specifications for the Public Improvements identified therein.
- e. In accordance with § 32-25 of City's Subdivision Ordinance, City shall record the approved final plat for the Subdivision with the Office of the Nez Perce County Recorder.

- f. In accordance with § 32-48 of City's Subdivision Ordinance, except for the utility facilities specified in § 32-45(j) of City's Subdivision Ordinance, Subdivider shall commence and complete installation of the Public Improvements within one (1) year of the City Council's approval of this Agreement.
- g. In accordance with and subject to §§ 32-44 and 32-47 of City's Subdivision Ordinance and Section 8 of this Agreement, City shall inspect the Public Improvements prior to Final Acceptance by City.
- h. Subdivider executes Dedication of Public Improvements to City – notarized
- i. City Council accepts through resolution
- j. Resolution is recorded
- k. Record release of this Agreement

5. **PHASES OF PUBLIC IMPROVEMENTS.** Subdivider shall divide installation of the Public Improvements into two (2) phases, corresponding to the phases of the Development described in the preliminary plat approved for the Development. The phasing plan for the Development is set forth in Exhibit B, attached hereto and incorporated herein.

6. **FINANCIAL GUARANTEE(S).** For each phase of the Development wherein Subdivider wishes to file a final plat prior to the construction of the Public Improvements that will service such phase, Subdivider shall post with City a financial guarantee in accordance with § 32-48 of City's Subdivision Ordinance prior to recording the final plat and commencement of installation of such Public Improvements. Such financial guarantee(s) shall be for the sole benefit of City. Evidence of Subdivider's financial guarantee(s) shall be incorporated into this Agreement and appended hereto as Appendix I. The purpose of these financial guarantees is to allow City remedy pursuant to Section 13 of this Agreement. If Subdivider posts a cash guarantee, City shall deposit such cash in the Treasurer's Trust Account, which is a non-interest bearing account.

- a. **Cost Estimates.** Subdivider shall obtain the relevant cost estimates within ninety (90) days prior to posting a financial guarantee and provide such cost estimates to the City Engineer for review and approval. Prior to submitting the cost estimates to the City Engineer, Subdivider's engineer shall prepare, document, and certify each cost estimate. The City's Engineer's approval shall be evidenced in writing on such cost estimates, and the approved cost estimates shall be incorporated into this Agreement and appended hereto as Appendix II. If the City Engineer does not approve the cost estimates, then the City Engineer shall provide Subdivider with a written statement explaining why the cost estimates were not approved. Subdivider shall then obtain revised cost estimates and submit such revised cost estimates to the City Engineer for review and approval.
- b. **Reduction of Financial Guarantee.** If Subdivider is not in default under this Agreement, the City Engineer may allow a proportionate reduction in amount of the financial guarantee in increments not less than twenty-five percent (25%) of the surety amount, or the amount secured and the current estimated cost of the work remaining

to be performed under this Agreement; provided, however, that the amount of the financial guarantee, or the amount secured thereby, always shall be greater than or equal to the amount of the warranty guarantee required by Section 9 of this Agreement. City may choose to not release surety less than twenty-five percent (25%) of the surety amount until all final project items are complete, including final as-builts and certifications, if any.

- c. Release of Financial Guarantee. For each phase, upon Subdivider's compliance with Section 12 of this Agreement and the occurrence of each of the following events, City shall release any financial guarantee that has not been encumbered under Section 9 and/or Section 13 of this Agreement:
 1. Final acceptance by City of all Public Improvements covered by the financial guarantee (or by another utility service provider that is responsible for such Public Improvements), and the posting of a warranty guarantee, as provided in Section 9 of this Agreement.
 2. Expiration of the warranty period and any extension thereof, as provided in Section 9 of this Agreement.

7. **SCHEDULE FOR COMMENCEMENT AND COMPLETION OF PUBLIC IMPROVEMENTS.**

- a. Design and Installation Plans. Except for the utility facilities specified in § 32-45(j) of City's Subdivision Ordinance, detailed plans for design and installation of the Public Improvements associated with each phase shall be reviewed by the City Engineer prior to acceptance by the Lewiston City Council. Each phase shall be constructed so as to stand alone in terms of providing Public Improvements to the lots of the Development in each phase.
- b. Preconstruction Meeting Required. Prior to commencing installation of Public Improvements for each phase, Subdivider, Subdivider's engineer, and Subdivider's contractor shall attend a preconstruction meeting with the Public Works Department.
- c. First Phase. In accordance with § 32-48 of City's Subdivision Ordinance, except for the utility facilities specified in § 32-45(j) of City's Subdivision Ordinance, Subdivider shall commence and complete installation of the Public Improvements for the first phase of the Development within one (1) year of the City Council's approval of this Agreement.
- d. Subsequent Phases. Subdivider acknowledges that the final plat for each subsequent phase of the Development requires approval by the City Council in accordance with Article VII of City's Subdivision Ordinance. In accordance with § 32-19 of City's Subdivision Ordinance, Subdivider shall submit such final plats for City Council approval in twelve (12)-month intervals or less.

Additionally, for each subsequent phase of the Development wherein Subdivider wishes to file a final plat prior to the construction of the Public Improvements that

will service such phase, Subdivider shall commence and complete installation of the Public Improvements for such phase, except for the utility facilities specified in § 32-45(j) of City's Subdivision Ordinance, within one (1) year of the City Engineer's approval of the detailed plans for such phase; provided, however, all Public Improvements for such phases shall be completed no later than the dates set forth below:

<u>Phase</u>	<u>Completion Deadline</u>
1	January 30, 2025 (Lot 1 Improvements)
2	January 30, 2027 (Lots 2, 3, and 4 Improvements)

- e. Time Extensions. Upon an Event of Force Majeure, Subdivider shall be allowed reasonable additional time to commence and/or complete installation of Public Improvements for any phase. Additionally, in accordance with § 32-19 of City's Subdivision Ordinance, Subdivider may request an additional six (6) months to commence and/or complete installation of Public Improvements for any phase for good cause. Subdivider shall submit a written request for a time extension to the Public Works Department. The City Council shall then consider such request and determine if an extension will be granted. This Agreement shall be amended to reflect such extension, if granted.
- f. Failure to Timely Submit Final Plats or Commence or Complete Installation of Public Improvements. If Subdivider fails to timely submit a final plat for City Council approval, then Subdivider shall be required to recommence the subdivision review process, as provided in § 32-19 of City's Subdivision Ordinance. If Subdivider fails to timely commence or complete installation of Public Improvements for any phase, then: (1) City may execute on Subdivider's financial guarantee, as set forth in Section 6 of this Agreement, and use such monies to install all or a portion of the Public Improvements for such phase; and (2) the City Council may deny approval of final plats submitted by Subdivider for the same Development until such Public Improvements are completed, unless the City Council finds that Subdivider has demonstrated good cause for not timely commencing or completing such Public Improvements.

8. **INSPECTIONS.**

- a. During Construction. During construction of Public Improvements, Subdivider shall have such Public Improvements regularly inspected by an inspector who has Public Works construction experience. Subdivider shall allow City representatives to enter upon the Property and inspect the Public Improvements being installed.
- b. Final Inspection. Once the Public Improvements for each phase have been installed, Subdivider shall notify the Public Works Department and request final inspection of such Public Improvements. At the time of requesting final inspection, Subdivider shall provide the Public Works Department with a letter signed by Subdivider's engineer, who shall be licensed in Idaho, confirming that the Public Improvements have been

built in accordance with the plans approved by the City Engineer and that the Public Improvements meet or exceed City standards.

- c. Fees. Subdivider shall timely pay the applicable inspection fees authorized by the City Council.
- d. Deviations. Subdivider shall not materially deviate from the Public Improvement plans approved by the City Engineer without prior written approval from the City Engineer.
- e. Corrections. Upon inspection of Public Improvements, if deficiencies are identified, the City Engineer shall provide Subdivider with a written list of material deficiencies, noting the location and corrective action to be taken by Subdivider. Subdivider shall promptly correct the deficiencies identified by the City Engineer and provide notice to City Engineer once such corrections have been made.

9. **SUBDIVIDER'S WARRANTY.** In accordance with § 32-42 of City's Subdivision Ordinance, Subdivider hereby warrants the design, construction, materials, and workmanship of the Public Improvements against any flaw, failure, or defect in design, construction, material, or workmanship that is discovered within one (1) year of Final Acceptance by City (or by another utility service provider that is responsible for such Public Improvements). This warranty shall cover: (a) all costs of repair, replacement, and damage to City property, Public Improvements, and City facilities caused by such flaw, failure, or defect or in the course of repairs thereof; and (b) any increase in the cost to City of operating and maintaining a Public Improvement resulting from such flaws, failures, defects, or damages.

- a. Additional warranty upon repair or replacement. Subdivider hereby provides an additional one (1) year warranty for a Public Improvement that is repaired or replaced during the original one (1) year period; such additional one (1) year warranty shall be from the date of repair or replacement of such Public Improvement.
- b. City Actions and Omissions. Subdivider's warranty shall not extend to any flaw, failure, or defect caused solely by changes in design, construction, or materials required by City. Except as provided in the preceding sentence, the fact that City takes any action or omits to take any action authorized in this Agreement including, but not limited to, operation or routine maintenance of Public Improvements prior to Final Acceptance by City shall in no way limit the scope of Subdivider's warranty.
- c. Warranty Guarantee. To secure Subdivider's performance of the warranty under Section 9 of this Agreement: (i) the financial guarantee provided by Subdivider pursuant to Section 6 of this Agreement shall remain in effect until the end of the warranty period; or (ii) Subdivider shall provide a warranty guarantee by one (1) or more of the methods described in § 32-48 of City's Subdivision Ordinance, the amount of which shall be equal to one hundred thirty-five percent (135%) of the entire estimated costs of installing the Public Improvement(s), the engineering and inspection costs, and the cost of replacement and repair of any existing streets or improvements damaged by the Subdivision in the course or development of the Project.

d. City's Remedies Under Warranty.

- i. City shall notify Subdivider in writing upon City's discovery of any flaw, failure, or defect covered by Subdivider's warranty in Section 9 of this Agreement. Subject to Subsection 9.d.iv of this Agreement, City shall notify Subdivider before conducting any tests or inspections to determine the cause of flaw, failure, or defect to the extent the circumstances will allow and shall notify Subdivider of the results of all such tests and inspections.
- ii. Subject to Subsection 9.d.iv of this Agreement, Subdivider shall correct or make a diligent effort to correct any flaw, failure, or defect covered by the warranty within thirty (30) days of receiving notice of the flaw, failure, or defect from City. If the flaw, failure, or defect cannot be reasonably corrected within thirty (30) days after written notice by City, then Subdivider shall commence the correction within the thirty (30) day-period and proceed with reasonable diligence to correct the same or cause it to be corrected. Subdivider shall correct the flaw, failure, or defect at Subdivider's own expense and to the satisfaction of City.
- iii. Subject to Subsection 9.d.iv of this Agreement, if Subdivider fails to correct the flaw, failure, or defect within the time allowed by Subsection 9.d.ii of this Agreement, then City may correct the flaw, failure, or defect at Subdivider's expense. If Subdivider fails to pay the City for the corrective work within thirty (30) days of receiving a bill from City for such work, then City may pursue any remedy provided by law or by this Agreement to recover the cost of the corrective work, including calling upon Subdivider's warranty guarantee. Attorney fees in pursuit of such remedy shall be an allowed cost.
- iv. In case of an emergency affecting public health or safety, City may make immediate required repairs and shall notify Subdivider as soon as practicable.

10. ACCEPTANCE OF PUBLIC IMPROVEMENTS.

a. Operation of Public Improvements Prior to Final Acceptance.

- i. Prior to Final Acceptance by City, City may enter upon, inspect, control, and/or operate any Public Improvement for the purpose of determining whether such Public Improvement complies with City's design standards, Standards for Public Works Construction, and standards required by Federal and State regulatory agencies. Such action described shall not constitute Final Acceptance by City of any Public Improvement, nor shall such action affect in any way Subdivider's warranty under this Agreement.

- b. Prerequisites to Final Acceptance. City shall not accept the Public Improvements until all the requirements of Subsections 10.c through 10.f of this Agreement have been met.

- c. Survey Monuments and As-Built Drawings.
 - i. Upon completing the Public Improvements, Subdivider shall replace lost lot corners and survey monuments in accordance with Idaho law.
 - ii. No later than sixty (60) days after the final inspection and prior to Final Acceptance by City and certification under Subsection 10.f.vi of this Agreement, Subdivider shall provide City as-built drawings in accordance with § 32-41 of City's Subdivision Ordinance.
- d. Certificate of Payment of Contractors and Vendors. Prior to Final Acceptance by City, Subdivider shall submit to City the certification set forth in Exhibit C of this Agreement, attached hereto and incorporated herein, certifying that all contractors and vendors have been paid and no liens or other claims have been recorded, and that Subdivider does not know of any intent to file a claim or lien against the Property, the Public Improvements, or City. Once completed, such certification shall be incorporated into this Agreement and appended hereto as Appendix III.
- e. Conveyance of Easements and Rights-of-Way to City. Contemporaneous with Final Acceptance by City, Subdivider shall convey to City all easements, rights-of-way, and other property interests necessary to allow City to access, operate, repair, and maintain the Public Improvements. Subdivider may condition such conveyance upon City's acceptance of the Public Improvements.
- f. Inspections.
 - i. Upon receiving notice that Subdivider has completed the Public Improvements, City shall schedule inspections of the Public Improvements. City may inspect all Public Improvements and any other work in areas that have been conveyed or will be conveyed to City as easements or have been dedicated or will be dedicated to City as public rights-of-way.
 - ii. A privately-owned utility may inspect any phase of work on a Public Improvement of which such privately-owned utility will assume control.
 - iii. City shall notify Subdivider in writing of any deficiencies in the Public Improvements found in the course of City's inspections.
 - iv. Subdivider shall, at its own expense, correct all deficiencies found by inspections pursuant to Subsections 10.f.i and 10.f.ii of this Agreement. Upon receiving notice that the deficiencies have been corrected, City shall re-inspect the Public Improvements.
 - v. City may continue to re-inspect a Public Improvement until Subdivider has corrected all deficiencies in such Public Improvement.
 - vi. Upon written request by Subdivider, the City Engineer shall submit to the Lewiston City Council a recommendation for Final Acceptance by City once:

(1) final inspection has revealed that all Public Improvements and other work in areas that have been conveyed or will be conveyed to City as easements, or have been dedicated or will be dedicated to City as public rights-of-way, meet City's design standards and Standards for Public Works Construction, and standards required by Federal or State regulatory agencies; and (2) Subdivider has furnished the as-built drawings required in Subsection 10.c of this Agreement.

g. Consequences of Final Acceptance of Public Improvements.

- i. Final Acceptance by City constitutes a grant to City of all Subdivider's right, title, and interest in and to such Public Improvements.
- ii. Upon Final Acceptance by City, City shall maintain the Public Improvements (unless owned and/or operated by another utility service provider), except regarding Subdivider's obligations covered by warranty in Section 9 of this Agreement.

11. RESERVED.

12. CONTROL OF TRASH, WEEDS, DUST, EROSION, AND SEDIMENTATION. Subdivider shall be responsible for controlling trash, weeds, dust, erosion, and sedimentation on the Property. Subdivider shall use best management practices and industry standards for such control. Trash shall be contained at all times. Dumpsters and sanitary facilities are required on site during every phase of construction. Subdivider's financial guarantee for any phase of the Development shall not be released until all onsite trash is removed, construction rubble is leveled, lost soils are replaced, and disturbed areas are reseeded with native vegetation or planned landscaping.

13. DEFAULT; CITY'S REMEDIES.

- a. Default. City may declare Subdivider to be in default as follows:
 - i. If Subdivider is adjudged bankrupt, makes a general assignment for the benefit of creditors, suffers a receiver to be appointed on account of insolvency, takes advantage of any law for the benefit of insolvent debtors; or
 - ii. Except as provided in Sections 13.a.iii and 13.a.iv of this Agreement, if Subdivider has failed in any measurable way to perform its obligations under this Agreement, including, but not limited to, abandoning or failing to complete the Public Improvements, except if delayed by an act or omission of City or an Event of Force Majeure, provided City gives Subdivider notice of the failure to perform and Subdivider fails to correct the failure within twenty-eight (28) days of receiving the notice; or if the failure requires more than twenty-eight (28) days to cure, Subdivider fails within twenty-eight (28) days of receiving the notice to commence and proceed with diligence to prosecute the cure; or

- iii. If Subdivider fails to continue with sustained effort while working in the existing public traveled or developed rights-of-way, and City provides written notice of this default to Subdivider, and Subdivider fails to correct such default within twenty-four (24) hours; or
 - iv. If the actions of Subdivider have created a public hazard or conditions deemed an emergency by City, then City may declare Subdivider in default without providing prior notice and opportunity to cure.
- b. City's Remedies. Upon a declaration of default and failure to cure in accordance with the provisions of Section 13.a of this Agreement, City may do any one (1) or more of the following:
- i. Perform any act required of Subdivider under this Agreement, including constructing, or causing to be constructed, all or any portion of the Public Improvements. Subdivider shall be liable to City for all costs thus incurred, including, but not limited to, reasonable administrative expenses. City may deduct any costs incurred from the financial guarantee provided by Subdivider pursuant to this Agreement and/or any payments then or thereafter due to Subdivider from City, whether under this Agreement or otherwise.
 - ii. Exercise its rights under any provision of this Agreement and/or any performance or warranty guarantee securing Subdivider's obligations under this Agreement.
 - iii. Withhold the issuance of any building permit or certificate of occupancy for any structure located in the Development; refuse to accept ownership and maintenance of any Public Improvement; and/or issue a "stop work" order for any building or Public Improvement under construction in the Development.
 - iv. Pursue any appropriate judicial remedy including, but not limited to, an action for specific performance, injunction, and civil penalties.
 - v. Terminate this Agreement.
- c. Non-Exclusive Remedies. No provision in this Agreement made for the purpose of securing enforcement of the terms and conditions of this Agreement shall be deemed an exclusive remedy or to afford the exclusive procedure for the enforcement of said terms and conditions. The remedies herein provided are deemed to be cumulative and, to the extent not wholly inconsistent with each other, may be enforced simultaneously or separately, at the sole discretion of City.

14. **TERM.** This Agreement shall remain in effect until: (a) all Public Improvements for the Development are installed; Final Acceptance by City (or other utility service provider responsible for such Public Improvements) in accordance with Section 10 of this Agreement; and the warranty period(s), and any extension of thereof, expires, as set forth in Section 9 of this Agreement; or (b) the Agreement is terminated in accordance with Section 15 of this Agreement, whichever occurs first.

Upon expiration or termination of this Agreement, City shall record a document in the Office of the Nez Perce County Recorder, Lewiston, Idaho, stating that the Agreement is no longer of force and effect.

15. **TERMINATION.** This Agreement may be terminated only as follows: (a) upon written mutual agreement of the Parties; or (b) by City, upon default and failure to cure by Subdivider, as set forth in Section 13 of this Agreement, by giving notice of termination in writing to Subdivider.

16. **INDEMNIFICATION.** Subdivider shall defend, indemnify, and hold City, its officers, agents, and employees harmless for all claims, demands, losses, actions, causes of action, suits, damages, judgments, obligations, liabilities, costs, expenses, and/or injuries to persons or property (collectively "Claims") arising out of or in connection with any acts or omissions of Subdivider, its officers, agents, or employees, that arise or are in any way connected to this Agreement. In the event City is alleged to be liable on account of any act or omission of Subdivider, its officers, agents, or employees, then Subdivider shall defend such allegation through counsel chosen by Subdivider, and Subdivider shall bear all costs, fees, and expenses of such defense, including, but not limited to, all attorney fees and expenses, court costs, and expert witness fees and expenses.

This indemnification provision shall survive the expiration or termination of this Agreement. Subdivider's indemnification and defense obligations herein shall extend to Claims occurring after this Agreement is terminated or expired, as well as while this Agreement is in force, and shall continue until all Claims are finally adjudicated and fully and finally barred by applicable laws.

17. **RECORDATION.** City shall record this Agreement in the Office of the Nez Perce County Recorder, Lewiston, Idaho, as an encumbrance on the Property.

18. **PERMITS, LAWS, AND FEES.** Subdivider shall acquire and maintain in good standing all permits, licenses, platting approvals, and other requirements necessary to its performance under this Agreement. All actions taken by Subdivider pursuant to this Agreement shall comply with all applicable federal, State, and local statutes, ordinances, rules, and regulations. Subdivider shall pay all fees pertaining to its performance under this Agreement.

19. **SUBDIVIDER'S RESPONSIBILITY.** Subdivider shall be ultimately responsible for the faithful performance of all terms, covenants, and conditions of this Agreement, notwithstanding Subdivider's delegation to another of the actual performance of any term, covenant, or condition hereof. Subdivider shall notify all contractors, subcontractors, or agents providing services of the conditions and requirements of this Agreement.

20. **RELATIONSHIP OF PARTIES.** Neither by entering into this Agreement, nor by doing any act hereunder, may Subdivider, or any contractor or subcontractor of Subdivider, be deemed an agent, employee, or partner of the City, or otherwise associated with City other than, in the case of Subdivider, as an independent contractor. Subdivider and its contractors and subcontractors shall not represent themselves to be agents, employees, or partners of City, or otherwise associated with City other than, in the case of Subdivider, as an independent contractor. Subdivider shall notify all its contractors and subcontractors of the requirements of this section.

21. **DISCLAIMER OF WARRANTY.** Notwithstanding this Agreement or any action taken by any person hereunder, neither City nor any City officer, agent, or employee warrants or

represents the fitness, suitability or merchantability of a property, plan, design, material, workmanship, or structure for any purpose.

22. **COST OF DOCUMENTS.** All plans, reports, drawings, or other documents that this Agreement requires to be provided to City by Subdivider shall be furnished at Subdivider's expense, free of copyright.

23. **NOTICES.** All notices, requests, demands, statements, and consents required or permitted to be given pursuant to this Agreement shall be in writing and signed by or on behalf of the Party giving the notice. Such communications shall be deemed delivered: (a) immediately if hand-delivered; (b) seventy-two (72) hours after depositing the same in the U.S. mail, certified or registered, addressed to the respective addresses set forth below; or (c) one (1) business day after depositing the same with a recognized commercial air courier or express service, addressed to the respective addresses set forth below. Any communication made by email or similar method shall not constitute notice pursuant to this Agreement.

Subdivider: MJM Developers, LLC
Jeff Bosma (President) and Mark Willard (CFO)
1001 N. Havana Street
Spokane, WA 99202

City: City of Lewiston
ATTN: City Engineer
P.O. Box 617
Lewiston, Idaho 83501

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

25. **SEVERABILITY.** Any provision of this Agreement that may be declared invalid or otherwise unenforceable by a court of competent jurisdiction shall not affect the validity or enforceability of any other part of this Agreement, so long as the remainder of the Agreement is reasonably capable of completion.

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

27. **AMENDMENTS.** This Agreement may be amended only by a writing duly executed by both Parties.

28. **PERFORMANCE/WAIVER.** No waiver of any provision of this Agreement shall be effective unless made in writing and signed by the waiving Party. The failure of any Party to require the performance of any term or obligation of this Agreement, or the waiver by any Party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach. Additionally, City's failure to require the performance of

any term or obligation of this Agreement shall not constitute approval of any wrongful act by Subdivider or acceptance of any Public Improvement.

29. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding on the heirs, devisees, and successors in interest of the Parties.

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

31. **ATTORNEY FEES; MEET AND CONFER.** Notwithstanding any statute to the contrary, in the event suit is brought by any Party to this Agreement to enforce the terms of this Agreement, the prevailing Party shall be entitled to recover reimbursement for reasonable attorneys' fees and costs, in the amount determined by the court, in addition to any other available remedies. No legal action shall begin, nor shall any attorney fees be recoverable, unless the Parties have first met and conferred regarding the contested issue(s). Any Party that refuses to meet and confer in good faith shall not be entitled to recovery of its attorney fees.

32. **FORCE MAJEURE.** No Party shall be considered in breach of this Agreement or liable to the other Party for any losses and damages to the extent that performance of their respective obligations is prevented by an Event of Force Majeure. The Party prevented from carrying out its obligations hereunder ("Affected Party") shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party. If and to the extent that the Affected Party is prevented from performing its obligations by an Event of Force Majeure, while the Affected Party is so prevented, the Affected Party shall be relieved of its obligations hereunder, but shall endeavor to continue to perform its obligations under the Agreement so far as reasonably practicable.

33. **PUBLIC RECORDS.** The Parties herein understand and acknowledge that this Agreement, its exhibits and attachments, and communications between them are subject to the Idaho Public Records Act, I.C. §§ 74-101, *et seq.*, and other applicable federal and state laws, and might be subject to disclosure.

34. **NON-DISCRIMINATION.** Subdivider shall not engage in employment practices that discriminate against any person, including any sub-consultant, because of such person's race, creed, sex, color, national origin, ancestry, religion, physical or mental disability, marital or familial status, sexual orientation, or gender identity/expression, unless based on a bona fide occupational qualification or otherwise exempted by state or federal law.

Additionally, in selling property or improvements in the Development, Subdivider shall not discriminate against any person on the basis of race, creed, sex, color, national origin, ancestry, religion, physical or mental disability, marital or familial status, sexual orientation, or gender identity/expression.

35. **TIME IS OF THE ESSENCE.** Time is of the essence in the performance of all terms and provisions of this Agreement.

36. **DISPUTE RESOLUTION.** In the event that a dispute related to this Agreement arises, the dispute shall be articulated in writing by either Party. City and Subdivider shall then attempt to negotiate in good faith and resolve the dispute. If the Parties fail to resolve the dispute after meeting and conferring, then the Parties shall enter into non-binding mediation, or another mutually agreed upon alternative dispute resolution process. Fees and expenses for mediation shall be split equally between the Parties. The Parties agree that non-binding mediation or another mutually acceptable alternative dispute resolution process shall precede litigation.

37. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

38. **JOINT DRAFTING.** The Parties expressly agree that this Agreement was jointly drafted and both Parties had an opportunity to negotiate its terms and obtain the assistance of legal counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

39. **CONTRACTING AUTHORITY.** Each Party warrants that the person or persons executing this Agreement on behalf of such Party has the full right, power, and authority to enter into and execute this Agreement on such Party's behalf, and that no consent from any other person or entity is necessary to effectuate this Agreement.

40. **ORDER OF PRECEDENCE.** The following laws and this Agreement shall govern in the following order in case of any conflict among them: (1) Idaho law, then (2) the City Code, then (3) this Agreement.

41. **LIMITATION OF LIABILITY.** Neither Party shall be liable to the other Party, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, incidental, punitive, indirect, special, or consequential damages, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability, or otherwise.

42. **INSURANCE.** Subdivider, at its sole expense, shall procure and maintain in full force and effect insurance in accordance with the requirements set forth in Exhibit D, attached hereto and incorporated herein.

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

IN WITNESS WHEREOF, the Parties have executed this Agreement on the last day and year written below ("Effective Date").

Signatures on next page

DATED this _____ day of _____, 2025.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

Tanya M. Brocke, City Clerk

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

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

Notary Public for the State of Idaho
Commission Expires _____

DATED this 18th day of MARCH, 2025

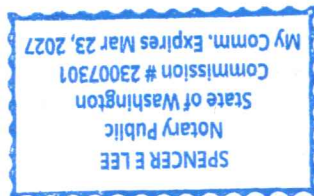
MJM DEVELOPERS, LLC

Jeff Bosma
Jeff Bosma, President

Mark Willard
Mark Willard
Chief Financial Officer

STATE OF Washington)
County of Spokane) ss.

On this 18th day of March 2025, before me, a Notary Public, personally appeared, JEFF BOSMA, known or identified to me as President of MJM DEVELOPERS, LLC, and stated he has the authority to execute this instrument on behalf of MJM DEVELOPERS, LLC and did execute this instrument on behalf of the same.



Spencer E. Lee
Notary Public for the State of Washington
Commission Expires: Mar 23, 2027

STATE OF Washington)
County of Spokane) ss.

On this 18th day of March 2025, before me, a Notary Public, personally appeared, MARK WILLARD, known or identified to me as Chief Financial Officer of MJM DEVELOPERS, LLC, and stated he has the authority to execute this instrument on behalf of MJM DEVELOPERS, LLC and did execute this instrument on behalf of the same.



Spencer E. Lee
Notary Public for the State of Washington
Commission Expires: Mar 23, 2027

EXHIBIT A Legal Description

Assessor Lot No(s). 5382 and 5392 of Blocks 24, 25, 26, 28 and 29, and the West 80 feet of the East 145 feet of the North 200 feet of Block 28, Indian Cache Ranch 2nd Addition to the City of Lewiston, records of Nez Perce County, Idaho.

Parcel 1:

Assessor Lot No. 5382, a portion of Indian Cache Ranch 2nd Addition to the City of Lewiston, according to the recorded plat thereof, described as follows:

Commencing at a point on the South line of 7th Avenue North, which point is South 89°49' East, 367.14 feet of the intersection of said South line with the centerline of 24th Street; thence South 89°49' East along said South line 510.36 feet; thence South 0°20' West 200 feet; thence South 89°49' East 145 feet; thence South 0°20' West 505.60 feet; thence North 89°10' West 655.34 feet; thence North 0°20' East 698.22 feet to the point of beginning.

Excepting therefrom the following:

A tract approximately 180 feet North and South x 120.21 feet East and West toward the Northeast corner of above tract abutting South line of 7th Avenue North, Lewiston, Idaho, and numbered 2606-7th Avenue North and now under fence.

Parcel 2:

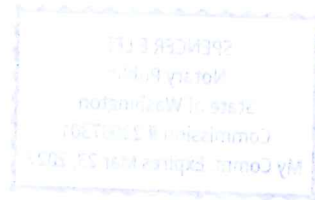
Assessor Lot No. 5392, Book 12 of Miscellaneous, Page 574:

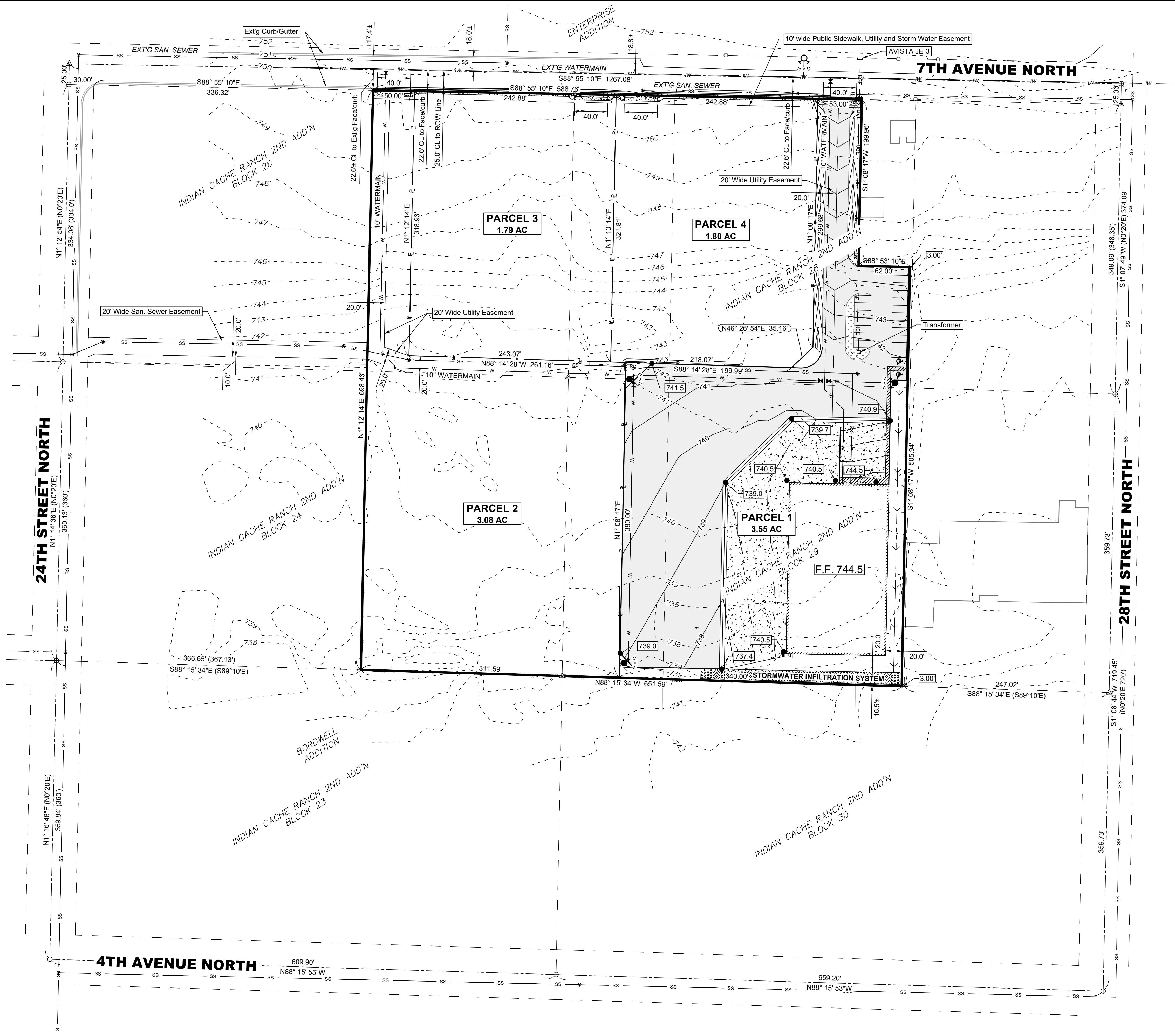
Commencing at the monument located at the intersection of the centerlines of 24th Street and 7th Avenue North, in the City of Lewiston, State of Idaho; and running thence North 89°53' East along the centerline of said 7th Avenue North a distance of 687.54 feet; thence South 0°20' West a distance of 25 feet to a point on the South line of 7th Avenue North, which said point is the True Point of Beginning of said excepted tract; thence running North 89°53' East along the South line of 7th Avenue North a distance of 110 feet; thence South 0°20' West a distance of 112 feet; thence South 89°53' West a distance of 110 feet; thence North 0°20' East a distance of 112 feet to the

True Point of Beginning. Excepting therefrom the following:

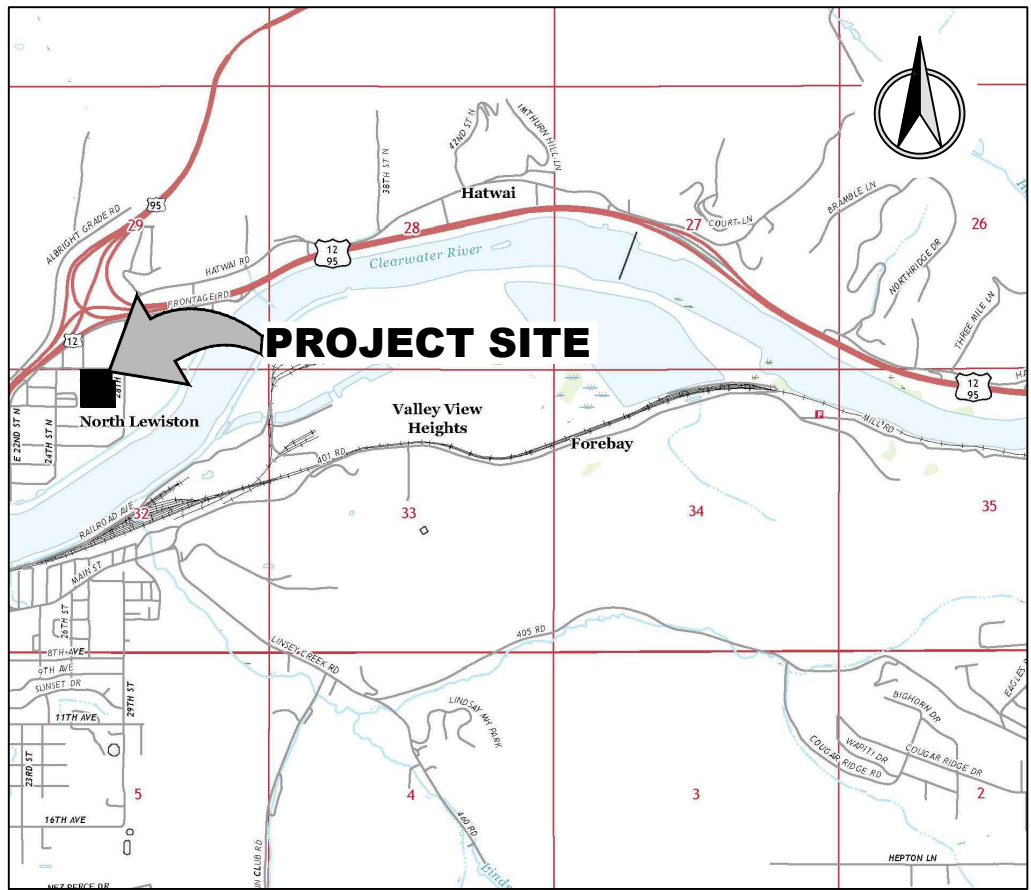
That portion of Blocks 28 and 29, Indian Cache Ranch 2nd Addition to the City of Lewiston, Nez Perce County, Idaho, described as follows:

Commencing at the monument on the centerline of 28th Street, which monument is designated in the monument files in the City of Lewiston as No. 27-3, and which monument is 360 feet North of the intersection of the centerline of 4th Avenue North with the centerline of 28th Street; thence North 89°10' West a distance of 247.53 feet to the Point of Beginning; thence North 0°20' East a distance of 505.60 feet; thence North 89°10' West a distance of 3 feet; thence South 0°20' West a distance of 505.60 feet; thence South 89°10' East a distance of 3 feet to the Point of Beginning.





VICINITY MAP



DEVELOPER INFORMATION

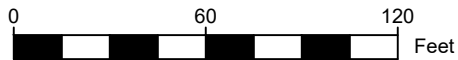
MJM Developers, LLC
Jeff Bosma
509-710-6330
P.O. Box 40142 Spokane, WA 99220

UTILITY PROVIDERS

Gravity Sanitary Sewer: City of Lewiston
Water: City of Lewiston
Power & Gas: Avista Utilities
Telecomm: Sparklight
Telecomm: Lumen

NOTES

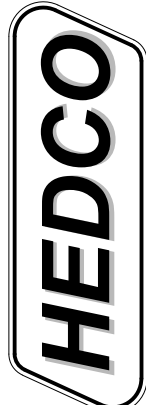
- 4 Lots Proposed
- Current Zoning is M-2.
- Area of the Existing Tract is 10.21 Acres ±
- All Lot frontages shall have a "10' wide Public Sidewalk, Utility and Storm Water Easement."
- Development Stormwater shall be directed to infiltration systems behind the street curbing.
- All lots are required to provide on-site, subsurface detention for the stormwater generated by all impervious surfaces. All final grading and stormwater improvements need to be completed prior to Certificate of Occupancy will be approved.



NORTH LEWISTON BUSINESS PARK - PRELIMINARY PLAT

MJM DEVELOPERS, LLC
LEWISTON, IDAHO

PART OF BLOCKS 24, 25, 26, 28 & 29 -
INDIAN CACHE RANCH 2ND ADDITION
NW 1/4 S. 32, T. 36 N., R. 5 W., B.M.



HAMMOND ENGINEERING & DEVELOPMENT CO.
23020 Penny Lane, Suite 100, Puyallup, WA 98008
(206) 843-5000

SHEET

PP1

SCALE	SHEET SIZE	DRAWN BY	CHECKED BY	REVISION	DATE	DESCRIPTION	CHECKED	APPD.
1"=60'	D	WEE	JSH					
DATE	10-07-24	JOG	2328					
SHEET	PP1							
DRAWING #	2328-PP1							

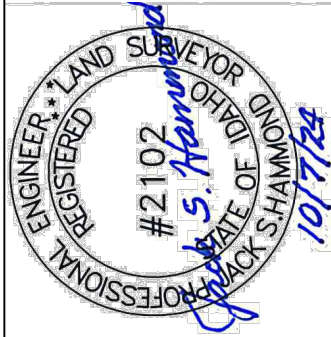


EXHIBIT B
Development Phasing Plan

HEDCO, Inc. _____

November 7, 2024

23020 Penny Lane
Julietta, ID 83535
Office (208) 843-9303
Fax (208) 843-9303
(208) 791-1699 Cell

Pat Severance, P.E.
Development Supervisor
Public Works Department
City of Lewiston
215 "D" Street
Lewiston, ID 83501

Re: North Lewiston Business Park - Phase I & II Projects
7th Avenue North - South Side Frontage Improvements

Mr. Severance:

On behalf of Jeff Bosma & Mark Willard, MJM Developers, LLC, I hereby request utilization of the Development Agreement/Bond procedure for deferral of the Phase I & II Project 7th Ave. North South Side Street Frontage Improvements (536 L.F.) as discussed by phone this morning.

This request is based on the significant cost of these Street Frontage Improvements that will directly benefit Parcels 3 & 4 which are not being developed at this time. However, the costs associated with completion of the 10" Watermain Loop (West 300 L.F. across the North Side of Parcel 2 and North 340 L.F. in the Parcel 2 Flag Pole to connection with the existing 7th Ave. North East/West 10" Watermain) are included in the current Parcel 2 Site Development Project.

I have compiled below the estimated Project Cost of the deferred 7th Ave. North - South Side Frontage Improvements (536 L.F.) under the proposed Development Agreement/Bond procedure:

1. Sawcut Line, Subgrade Preparation, etc.	Lump Sum	=	\$ 15,000
2. Curb & Gutter	540 L.F. @ \$30	=	\$ 16,200
3. Base Rock (10")	10' x 540'/9 = 600 S.Y. @ \$15	=	\$ 9,000
4. A.C. Pavement (4")	8' x 540'/9 = 480 S.Y. @ \$30	=	\$ 14,400
5. Sidewalk (5' Wide)	5' x 540' = 2700 S.F. @ \$10	=	\$ 27,000
6. Stormwater Infiltrators (4' W x 4' D)	60 L.F. @ \$120	=	\$ 7,200
7. Relocate Existing Fire Hydrant	Lump Sum	=	\$ 3,500
8. Traffic Control	Lump Sum	=	\$ 2,500
	Estimated Construction Cost		\$ 94,800
	USE		\$ 95,000
	Engineering & Materials Testing	=	\$ 15,000
	TOTAL Estimated Project Cost		\$110,000

Engineers•Developers•Constructors

Pat Severance, P.E.
Development Supervisor
Lewiston, ID 83501

November 7, 2024

Page 2

I have attached a copy of the October 7, 2024 North Lewiston Business Park Preliminary Plat for reference. Please review and approve this request for utilization of the Development Agreement/Bond procedure for deferred Developer completion of subject 7th Ave. North - South Side Improvements as described above.. Thank you for your assistance.

Sincerely,



Jack S. Hammond, PE/PLS

Attachments

P.C.: Jeff Bosma
Mark Willard
MJM Developers, LLC

Engineers•Developers•Constructors

State of Idaho)
 : ss
County of Nez Perce)

Signature _____

Print name _____

Notary Public for the State of _____
Commission Expires: _____

EXHIBIT D

Insurance

- A. Subdivider, at its sole expense, shall procure and maintain in full force and effect insurance written by an insurance company or companies with AM Best's rating(s) of A VIII or better. All insurance companies must be authorized to do business in the State of Idaho. By requiring insurance herein, City does not represent that coverage and limits are necessarily adequate to protect Subdivider, and such coverage and limits shall not be deemed as a limitation on Subdivider's liability under the indemnities granted to City in this Agreement.
- B. Certificates of Insurance and additional insured, primary and non-contributory, and waiver of subrogation endorsements evidencing the coverages required herein and endorsements required herein shall be provided to City upon full execution of this Agreement and prior to the start date of the Services. All certificates must be signed by an authorized representative of Subdivider's Insurance carrier. Renewal certificates must be provided to City a minimum of five (5) days prior to the effective date of the renewal.
- C. Certificates and endorsements required herein shall be mailed to:
- City of Lewiston
 - Purchasing Division
 - P.O. Box 617
 - Lewiston, Idaho 83501
- D. Certificates must evidence the following minimum coverages:
1. WORKERS' COMPENSATION insurance meeting the statutory requirements of the State of Idaho, if applicable.
 2. EMPLOYERS' LIABILITY insurance, if applicable, providing limits of liability in the following amounts:

Each Accident:	\$500,000 each accident
Bodily Injury by Accident:	\$500,000 policy limit
Bodily Injury by Disease:	\$500,000 each employee
 3. COMMERCIAL GENERAL LIABILITY insurance, if applicable, providing limits of liability in the following amounts:

General Aggregate:	\$2,000,000
Product/Completed Operations Aggregate:	\$2,000,000
Personal & Advertising Injury Liability:	\$1,000,000
Per Occurrence:	\$1,000,000
Damage to Rented Premises:	\$ 50,000

The Commercial General Liability ("CGL") insurance policy shall be written on an "Occurrence" form and shall cover liability arising from premises, operations, independent contractors or consultants, products, completed operations, personal injury, advertising injury, and liability assumed under an insured contract (including

tort liability of another assumed in a contract). Required coverage shall be maintained without interruption from the date City and Subdivider fully execute this Agreement and prior to Subdivider commencing work under this Agreement through the statute of limitations (or statute of repose, if applicable).

4. BUSINESS AUTOMOBILE LIABILITY insurance providing bodily injury and property damage liability coverage for not less than \$1,000,000 each accident limit. Business Automobile Liability insurance shall be written on a standard ISO policy form, or an equivalent form, providing coverage for liability arising out of owned, hired, or non-owned vehicles in connection with this Agreement.
5. BUILDER'S RISK. Subdivider shall provide a policy of "all risk" Builders' Risk insurance for the full replacement costs of the Public Improvements. Subdivider shall add City and its respective elected officials, officers, employees, agents, and representatives to the policy as additional named insureds. Subdivider shall also add its construction contractor and the construction contractor's subcontractors to the policy as additional named insureds. The insurance may provide for a deductible, which shall not exceed fifty thousand dollars (\$50,000). It shall be Subdivider's responsibility to bear the expense of this deductible. The Builders Risk coverage shall expire at the time the Public Improvements are Finally Accepted by City.

City and Subdivider waive all rights against each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Subdivision, except such rights as they have to proceeds of such insurance. The waiver shall apply to all deductibles and/or self-insured retentions applicable to the property insurance required by this Agreement. Subdivider shall require similar written waivers in favor of the City. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity: (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise; (2) even though that person or entity did not pay the insurance premium directly or indirectly; and (3) whether or not the person or entity had an insurable interest in the damaged property.

- E. Subdivider shall require the design professional(s) responsible for designing the Public Improvements to maintain in full force and effect professional liability insurance with the following minimum coverage. Such professional liability insurance shall be written by an insurance company or companies with AM Best's rating(s) of A VIII or better and authorized to do business in the State of Idaho.

PROFESSIONAL LIABILITY insurance with limits of not less than \$1,000,000 per claim and \$1,000,000 aggregate. If the insurance required by this section is obtained through a "Claims Made" policy, this coverage or its replacement shall have a retroactive date of no later than the inception of this Agreement. Continuous or extended reporting coverage shall be maintained

a minimum of five (5) years or the maximum time under the State of Idaho statute of limitations for claims under this coverage, whichever is greater, after the Public Improvements are Finally Accepted by City.

- F. Subdivider shall name the City, its officers, officials, employees, and volunteers (“Additional Insureds”) as additional insureds on Subdivider’s commercial general liability insurance policy and all other liability insurance policies with the exception of the professional liability policy, with respect to liability arising out of work or operations performed by or on behalf of Subdivider, including materials, parts, or equipment furnished in connection with such work or operations. To the maximum extent permitted by law, the coverage provided to the Additional Insureds under the commercial general liability policy shall be provided by a policy provision or an endorsement that is as least as broad as CG 20 10 07 04 (ongoing operations) in combination with CG 20 37 07 04 (completed operations). Notwithstanding the foregoing, Subdivider shall provide ISO Form B - CG 20 10 11 85 or equivalent coverage where available from its carrier. The Additional Insured endorsement must be provided with the certificate of insurance. Such policy provision(s) or endorsement(s) shall further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the Additional Insureds.
- G. Subdivider waives all rights against City, its officers, officials, employees, and volunteers for recovery of damages to the extent that damages are covered by commercial general liability, commercial excess/umbrella liability, business automobile liability, workers’ compensation or employer’s liability insurance, or professional liability insurance maintained pursuant to the requirements of this Agreement.
- H. The Worker’s Compensation, Employer’s Liability, Commercial General Liability, and Business Automobile Liability insurance policies carried by Subdivider pursuant to this Agreement shall include an endorsement expressly waiving any right of subrogation on the part of the insurer against City and its elected officials, agents, employees, successors, and assigns. Subdivider shall pay any additional costs or charges for obtaining such waiver. A copy of the waiver of subrogation endorsement shall accompany the certificate(s) of insurance.
- I. For any policy required of Subdivider, any deductible or self-insured retention in excess of \$10,000 must be declared and is subject to City’s approval. Funding of deductibles or self-insured retentions maintained by Subdivider is the sole responsibility of Subdivider, including any deductible or self-insured retentions applicable to coverage afforded to City or other Additional Insureds. The coverage afforded to the Additional Insureds must not be conditioned upon payment of any deductible or self-insured retentions.
- J. Subdivider shall require that any contractor of any tier retained to fulfill Subdivider’s duties under this Agreement shall: (1) procure and maintain insurance that complies with the requirements set forth in this Exhibit, including the additional insured, primary and non-contributory, and waiver of subrogation requirements; and (2) provide Subdivider with certificates of insurance and endorsements evidencing such coverages and endorsements. Additionally, Subdivider shall review such certificates of insurance and endorsements to ensure that the coverages therein evidenced comply with the requirements set forth in this

Exhibit. On a case-by-case basis, City may agree to adjust these requirements for any contractor.

- K. Receipt by City of a non-conforming certificate of insurance, policy, or endorsement without objection or City's failure to collect a certificate of insurance shall not waive or alter Subdivider's duty to comply with the insurance requirements set forth herein.
- L. Subdivider shall keep the insurance policies in effect as long as the Agreement is in effect or as otherwise specified herein, whichever is longer.
- M. Subdivider shall notify or require insurer to notify City at least fifteen (15) days prior to cancellation, non-renewal, or limitation in scope or coverage of Subdivider's policies.
- N. In addition to any other remedies that City may have if Subdivider fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may:
 - 1. Order Subdivider to stop work under this Agreement and/or withhold any payment(s) that become due to Subdivider hereunder until Subdivider demonstrates compliance with the insurance requirements herein, or
 - 2. Terminate this Agreement.

Exercise of any of the above remedies is an alternative to other remedies that City may have and is not the exclusive remedy for Subdivider's failure to maintain insurance or secure the appropriate endorsements.

- O. Nothing herein shall be construed as limiting, in any way, the extent to which Subdivider may be held responsible for payments of damages to persons or for property arising from Subdivider's, or its subcontractor's, performance of the work covered under this Agreement.

APPENDIX I

Financial Guarantee

**APPENDIX II
Cost Estimate**

HEDCO, Inc. _____

November 7, 2024

23020 Penny Lane
Julietta, ID 83535
Office (208) 843-9303
Fax (208) 843-9303
(208) 791-1699 Cell

Pat Severance, P.E.
Development Supervisor
Public Works Department
City of Lewiston
215 "D" Street
Lewiston, ID 83501

Re: North Lewiston Business Park - Phase I & II Projects
7th Avenue North - South Side Frontage Improvements

Mr. Severance:

On behalf of Jeff Bosma & Mark Willard, MJM Developers, LLC, I hereby request utilization of the Development Agreement/Bond procedure for deferral of the Phase I & II Project 7th Ave. North South Side Street Frontage Improvements (536 L.F.) as discussed by phone this morning.

This request is based on the significant cost of these Street Frontage Improvements that will directly benefit Parcels 3 & 4 which are not being developed at this time. However, the costs associated with completion of the 10" Watermain Loop (West 300 L.F. across the North Side of Parcel 2 and North 340 L.F. in the Parcel 2 Flag Pole to connection with the existing 7th Ave. North East/West 10" Watermain) are included in the current Parcel 2 Site Development Project.

I have compiled below the estimated Project Cost of the deferred 7th Ave. North - South Side Frontage Improvements (536 L.F.) under the proposed Development Agreement/Bond procedure:

1. Sawcut Line, Subgrade Preparation, etc.	Lump Sum	=	\$ 15,000
2. Curb & Gutter	540 L.F. @ \$30	=	\$ 16,200
3. Base Rock (10")	10' x 540'/9 = 600 S.Y. @ \$15	=	\$ 9,000
4. A.C. Pavement (4")	8' x 540'/9 = 480 S.Y. @ \$30	=	\$ 14,400
5. Sidewalk (5' Wide)	5' x 540' = 2700 S.F. @ \$10	=	\$ 27,000
6. Stormwater Infiltrators (4' W x 4' D)	60 L.F. @ \$120	=	\$ 7,200
7. Relocate Existing Fire Hydrant	Lump Sum	=	\$ 3,500
8. Traffic Control	Lump Sum	=	<u>\$ 2,500</u>
	Estimated Construction Cost		\$ 94,800
	USE		\$ 95,000
	Engineering & Materials Testing	=	<u>\$ 15,000</u>
	TOTAL Estimated Project Cost		\$110,000

Engineers•Developers•Constructors

Pat Severance, P.E.
Development Supervisor
Lewiston, ID 83501

November 7, 2024

Page 2

I have attached a copy of the October 7, 2024 North Lewiston Business Park Preliminary Plat for reference. Please review and approve this request for utilization of the Development Agreement/Bond procedure for deferred Developer completion of subject 7th Ave. North - South Side Improvements as described above.. Thank you for your assistance.

Sincerely,

Jack S. Hammond

Jack S. Hammond, PE/PLS

Attachments

P.C.: Jeff Bosma
Mark Willard
MJM Developers, LLC

Engineers•Developers•Constructors

APPENDIX III
Signed Certificate of Payment of Contractors and Vendors

CONFIDENTIAL
This document is for internal use only and should not be distributed outside the organization.

CONFIDENTIAL - INTERNAL USE ONLY



CITY COUNCIL MEETING AGENDA ITEM SUMMARY

ITEM TITLE RESOLUTION 2025-16	AGENDA NO. VII. B. AGENDA DATE: April 14, 2025
ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.) The Southway Bridge is owned and operated by four (4) local agencies (City of Lewiston, Nez Perce County, City of Clarkston, and Asotin County) with the City of Lewiston being the lead agency. The Southway Bridge was constructed in 1981. In 1982, these four agencies entered into an Intergovernmental Cooperative Agreement. This agreement designates Lewiston as the “Coordinating Agency” and vests authority for the maintenance administration. The First Addendum was executed in 1984 regarding the 16th Avenue approach to Southway Bridge. The Second Addendum was executed in March 2019 to move the bridge surface project forward for the Engineering Design of pavement rehabilitation. We knew at that time the four bridge owners would need to enter into a separate agreement regarding the construction phase for this project. That agreement was executed in December 2019 for the construction phase for pavement rehabilitation of Southway Bridge. The bridge is evaluated every 5 years by the Idaho Transportation Department (ITD). The most recent underwater inspection performed by the ITD identified damages in need of repair. Similar to the repairs in 2019, an alternative analysis report with preliminary design will be contracted by the Bridge Owners. This will be the Fourth Addendum to the Intergovernmental Cooperative Agreement. This contract will explore alternatives for the rehabilitation of the Southway Bridge Pier 3. Then the final design and repair will be agreed upon by the Bridge Owners prior to the execution of a contract in a separate agreement.	
BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources) Resolution 2025-16 is the Fourth Addendum to the Intergovernmental Cooperative Agreement between the City of Lewiston, Nez Perce County, the City of Clarkston, and Asotin County, which sets fourth each governmental entity's responsibility regarding the design phase for rehabilitation of Pier 3 of the Southway Bridge.	
ACTION PROPOSED	

Staff recommends City Council approve Resolution 2025-16 and authorize the Mayor to sign the agreement.

RESOLUTION 2025-16

A RESOLUTION APPROVING THE FOURTH ADDENDUM TO INTERGOVERNMENTAL COOPERATIVE AGREEMENT BETWEEN THE CITY OF LEWISTON, ASOTIN COUNTY, WASHINGTON, THE CITY OF CLARKSTON, WASHINGTON, AND NEZ PERCE COUNTY, IDAHO; AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, SAID FOURTH ADDENDUM TO AGREEMENT; AND PROVIDING AN EFFECTIVE DATE

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

SECTION 1: That a Fourth Addendum to Intergovernmental Cooperative Agreement between the City of Lewiston, an Idaho municipal corporation, Asotin County, a duly formed and existing county pursuant to the laws and Constitution of the State of Washington, the City of Clarkston, a Washington municipal Corporation, and Nez Perce County, a duly formed and existing county pursuant to the laws and Constitution of the State of Idaho, is hereby approved. A copy of which is attached and incorporated herein by reference.

SECTION 2: That the Mayor and City Clerk are hereby authorized to execute and attest, respectively, said Interlocal Agreement.

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

PASSED this _____ day of _____, 2025.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

Tanya M. Brocke, City Clerk

EXHIBIT A
to
Resolution 2025-16

FOURTH ADDENDUM TO INTERGOVERNMENTAL COOPERATIVE AGREEMENT

THIS FOURTH ADDENDUM (“Fourth Addendum”) is entered into by and between the Asotin County, a duly formed and existing county pursuant to the laws and Constitution of the State of Washington (“Asotin County”); the City of Clarkston, a Washington municipal corporation (“Clarkston”); Nez Perce County, a duly formed and existing county pursuant to the laws and Constitution of the State of Idaho (“Nez Perce County”); and the City of Lewiston, an Idaho municipal corporation (“Lewiston”). Asotin County, Clarkston, Nez Perce County, and Lewiston may also individually be referred to as “Party” or collectively as “Bridge Owners.”

WHEREAS, in or about 1981, Southway Bridge, which crosses the Snake River and the state line between Idaho and Washington, was constructed;

WHEREAS, Southway Bridge is jointly owned, operated, and maintained by Lewiston, Nez Perce County, Clarkston, and Asotin County;

WHEREAS, on December 7, 1982, the Bridge Owners entered into an Intergovernmental Cooperative Agreement (“Agreement”), which, among other things, designates Lewiston as the “Coordinating Agency” and vests authority for the administration of maintenance of Southway Bridge in the Public Works Director of the Coordinating Agency;

WHEREAS, the duration of the Agreement is for the life of Southway Bridge and, thus, the Agreement is still in effect;

WHEREAS, on October 1, 1984, the Bridge Owners executed an Addendum to the Intergovernmental Cooperative Agreement (“First Addendum”) regarding the 16th Avenue approach to Southway Bridge;

WHEREAS, in March 2019, the Bridge Owners, executed a Second Addendum to the Intergovernmental Cooperative Agreement (“Second Addendum”) to direct and guide the engineering design for pavement rehabilitation of Southway Bridge (“Project”);

WHEREAS, in December 2019, the Bridge Owners, executed a Third Addendum to the Intergovernmental Cooperative Agreement (“Third Addendum”) regarding the construction phase for pavement rehabilitation of Southway Bridge;

WHEREAS, the Bridge Owners are mindful of the fact the Southway Bridge Pier 3 has been identified in the most recent underwater inspection performed by the Idaho Transportation Department as damaged and in need of repairs. Similar to recent repairs of the Southway Bridge, an alternative analysis report, with a preliminary design report will be contracted by the Bridge Owners to explore alternatives for the rehabilitation of the Southway Bridge Pier 3 (“Project”). The final design and repair will be agreed upon by the Bridge Owners prior to execution of a contract;

WHEREAS, the Bridge Owners have collectively agreed to pursue design and repairs of the Project and estimate the design to be done in Fiscal Year 2025 and the construction of the project in Fiscal Year 2026;

WHEREAS, Lewiston and Nez Perce County are authorized to enter into this Fourth Addendum pursuant to Idaho Code §§ 31-801, 31-828, 50-301, and 67-2332; and

WHEREAS, Clarkston and Asotin County are authorized to enter into this Fourth Addendum pursuant to Revised Code of Washington 35.99.020 and 36.55.030.

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

1. **Recitals Incorporated.** The foregoing recitals are hereby incorporated into and made a part of this Fourth Addendum, including all defined terms therein.

2. **Assignment.** For purposes related to the design and repair of Southway Bridge Pier 3 only, the Bridge Owners hereby assign the role of Coordinating Agency, as originally set forth in the Agreement, to Lewiston; and administration of the Project is hereby vested in Lewiston’s Public Works Director.

3. **Duties of Lewiston.** As the Coordinating Agency for the Project, Lewiston shall:

a. Provide oversight and administration of the Project, in consultation with the other Bridge Owners.

b. Ensure compliance with all applicable laws and regulations (federal, state, and local) for the procurement of services and materials needed for the Project.

c. Include as a term in the contract between Lewiston and the engineering design firm the following language, or language substantially and materially similar in nature and intent:

Asotin County, Washington, the City of Clarkston, Washington, and Nez Perce County, Idaho (each a “Bridge Owner”) shall be named third party beneficiaries to this <contract> and are fully indemnified by consultant or contractor as if each were signatory to the <contract>. Each Bridge Owner is fully entitled to all benefits and protections of this <contract> as if a signatory to this <contract>.

d. Abide and be bound by the provisions in the Agreement related to the Coordinating Agency.

4. **Cost Sharing.** Subject to Section 4.a of this Second Addendum, the Bridge Owners shall equally share the cost of the engineering design consultant selected for the Project, so long as the cost for such consultant does not exceed One Hundred Fifty Thousand Dollars (\$150,000).

a. If the cost of the engineering design consultant is expected to exceed One Hundred Fifty Thousand Dollars (\$150,000), then Lewiston, prior to entering into a contract with such consultant, shall notify and obtain written approval regarding such additional cost from the persons listed in Section 18 of this Fourth Addendum. If such persons lack authority to authorize the additional cost, then they shall seek decisions from the persons or governing bodies that have authority to approve the additional cost. In the event that one (1) or more Bridge Owners do not agree to the additional cost, the Bridge Owners shall confer in a timely manner to discuss whether to

proceed with the Project and under what terms and conditions, if different from those set forth herein.

b. Lewiston shall bill Asotin County, Clarkston, and Nez Perce County for their proportionate shares of the engineering design consultant costs, and such Parties shall pay Lewiston within thirty (30) days from receipt of invoice from Lewiston. Lewiston shall keep accurate records of expenses.

c. By signing this Second Addendum, each Party affirmatively represents that it has sufficient funds available and appropriated for this Project in its current budget.

5. **Indemnification.** The Bridge Owners are governmental entities subject to statutory and constitutional restrictions concerning acceptance of liability. It is the intention of the Bridge Owners that each will be responsible for its own acts and omissions and those of its employees, officers, agents, and contractors.

6. **Term and Termination.** The term of this Fourth Addendum shall be from the Effective Date through termination or expiration of the contract between Lewiston and the engineering design consultant selected for the Project. This Fourth Addendum shall not obligate a Party to any indebtedness or liability, in any manner, beyond its current fiscal year. In the event that the term of this Fourth Addendum continues into a future fiscal year of any Party, the term shall be wholly contingent upon the annual appropriation of funds by each Bridge Owner for the Project.

This Fourth Addendum may only be terminated upon written mutual agreement of all Bridge Owners, or upon its expiration.

7. **Severability.** In the event that any provision of this Fourth Addendum is found for any reason to be unenforceable, the remainder of this Fourth Addendum shall remain in full force and effect and shall be binding upon the Bridge Owners.

8. **Survival.** All covenants, conditions, indemnifications, and other elements in this Fourth Addendum that might involve performance subsequent to any termination or expiration of this Fourth Addendum or that cannot be reasonably ascertained or fully performed until after termination or expiration of this Fourth Addendum shall survive.

9. **Amendments.** This Fourth Addendum may be modified or amended only by a writing duly executed by all Bridge Owners.

10. **Performance/Waiver.** No waiver of any provision of this Fourth Addendum shall be effective unless made in writing and signed by the waiving Party. The failure of any Party to require the performance of any term or obligation of this Fourth Addendum, or the waiver by any Party of any breach of this Fourth Addendum, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

11. **Assignment.** This Fourth Addendum may not be assigned in whole or in part by any Parties without the prior express written consent of all Bridge Owners.

12. **Third Party Beneficiaries.** Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party. Nothing contained herein shall extend the liability of any Party beyond that provided by governing law.

13. **Attorney Fees.** In the event a controversy, claim, or action arises between the Bridge Owners regarding the enforcement of terms and conditions of this Fourth Addendum, or the breach of any of its provisions, the prevailing party shall be entitled to all costs and expenses incurred, including reasonable attorney fees.

14. **Force Majeure.** “Event of Force Majeure” means an event beyond the control of a Party that prevents such Party from complying with any of its obligations under this Fourth Addendum, including riots, acts of God, accidents, order of a court of competent jurisdiction, failure

of a required governmental approval, civil disorders, acts of war, material shortages, disease, or similar occurrence, and not attributable to such Party's neglect or nonfeasance.

No Party shall be considered in breach of this Fourth Addendum or liable to another Party for any losses and damages to the extent that performance of their respective obligations is prevented by an Event of Force Majeure. The Party prevented from carrying out its obligations hereunder ("Affected Party") shall give notice to the other Bridge Owners of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party. If and to the extent that the Affected Party is prevented from performing its obligations by an Event of Force Majeure, while the Affected Party is so prevented, the Affected Party shall be relieved of its obligations hereunder, but shall endeavor to continue to perform its obligations under this Fourth Addendum so far as reasonably practicable.

15. **Counterparts.** This Fourth Addendum may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

16. **Joint Drafting.** The Bridge Owners expressly agree that this Fourth Addendum was jointly drafted and all Bridge Owners had an opportunity to negotiate its terms and obtain the assistance of legal counsel in reviewing its terms prior to execution. Therefore, this Fourth Addendum shall be construed neither against nor in favor of any Party, but shall be construed in a neutral manner.

17. **Contracting Authority.** Each Party warrants that its signatory to this Fourth Addendum has the authority to fully bind such Party to enter into and be obligated to perform the duties set forth herein.

18. **Notices.** All notices required to be given pursuant to this Fourth Addendum shall be in writing and shall be deemed delivered immediately if hand-delivered or emailed to an operable

email address or seventy-two (72) hours after depositing the same in the U.S. mail, certified or registered, addressed to the respective addresses set forth below:

Asotin County: Public Works Director
Asotin County
P.O. Box 250
Asotin, Washington 99402
Email: _____

Clarkston: Public Works Director
City of Clarkston
829 5th Street
Clarkston, Washington 99403
ecoffland@clarkston-wa.com

Nez Perce County: Board of County Commissioners
Nez Perce County
P.O. Box 896
Lewiston, Idaho 83501
commissioners@co.nezperce.id.us

Lewiston: Public Works Director
City of Lewiston
1134 F Street
P.O. Box 617
Lewiston, Idaho 83501
djohnson@cityoflewiston.org

19. **Merger and Integration.** This writing embodies the whole agreement of the Bridge Owners in regards to the design and repairs of the Project and estimate the design to be done in Fiscal Year 2025 and the construction of the project in Fiscal Year 2026. The Intergovernmental Cooperative Agreement, dated December 7, 1982, shall remain in full force and effect except as modified herein.

IN WITNESS WHEREOF, the Bridge Owners have executed this Fourth Addendum on the last day and year written below ("Effective Date").

CITY OF LEWISTON

Date: _____

By: _____
Daniel G. Johnson, Mayor

Attest:

Tanya M. Brocke, City Clerk

NEZ PERCE COUNTY

Date: _____

Douglas W. Havens, Chairman

Douglas A. Zenner, Member

Don H. Beck, Jr., Member

Attest:

Patty O. Weeks, Clerk

CITY OF CLARKSTON

Date: 2-28-2025

By: Monika Lawrence
Monika Lawrence, Mayor

Attest:
Rachel Frost
Rachel Frost, City Clerk

ASOTIN COUNTY

Date: _____

Brian Shinn, Chairman

Charles Whitman, Vice-Chair

Chris Seubert, Member

Attest:

Stacey Harman, Clerk

IN WITNESS WHEREOF, the Bridge Owners have executed this Fourth Addendum on the last day and year written below ("Effective Date").

CITY OF LEWISTON

Date: _____

By: _____
Daniel G. Johnson, Mayor

Attest:

Tanya M. Brocke, City Clerk

NEZ PERCE COUNTY

Date: _____

Douglas W. Havens, Chairman

Douglas A. Zenner, Member

Don H. Beck, Jr., Member

Attest:

Patty O. Weeks, Clerk

CITY OF CLARKSTON

Date: _____

By: _____
Monika Lawrence, Mayor

Attest:

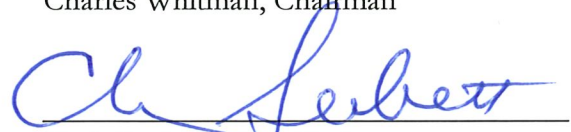
Rachel Frost, City Clerk

ASOTIN COUNTY

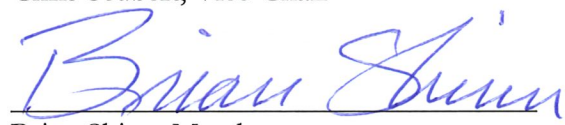
Date: March 3, 2025



Charles Whitman, Chairman

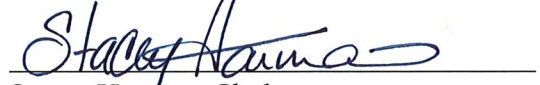


Chris Seubert, Vice-Chair



Brian Shinn, Member

Attest:



Stacey Harman, Clerk

IN WITNESS WHEREOF, the Bridge Owners have executed this Fourth Addendum on the last day and year written below ("Effective Date").

CITY OF LEWISTON

Date: _____

By: _____
Daniel G. Johnson, Mayor

Attest:

Tanya M. Brocke, City Clerk

NEZ PERCE COUNTY

Date: _____

EXCUSED

Douglas W. Havens, Chairman

Joseph B. Gish, Member

Hannah Liedkie, Member

Attest:

Patty O. Weeks, Clerk

CITY OF CLARKSTON

Date: _____

By: _____
Monika Lawrence, Mayor

Attest:

Rachel Frost, City Clerk

ASOTIN COUNTY

Date: _____

Brian Shinn, Chairman

Charles Whitman, Vice-Chair

Chris Seubert, Member

Attest:

Stacey Harman, Clerk



CITY COUNCIL MEETING AGENDA ITEM SUMMARY

ITEM TITLE RFQ-25-015 2025 WASTEWATER CONSTRUCTION OBSERVATION	AGENDA NO. VII. C. AGENDA DATE: April 14, 2025
ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.) The City is currently engaged in multiple infrastructure projects, including the Wastewater Rehabilitation and Pipe-bursting projects managed by Titan Technologies. The Wastewater Rehabilitation and Pipe-bursting project was originally planned to be overseen internally by the engineering division and senior wastewater collection staff. However, due to the high volume of City projects scheduled for construction this season, combined with the need to train and mentor new wastewater collection staff, the observation hours required exceed what can be provided internally. To effectively manage these projects, Public Works has identified the Wastewater Construction Observation as the most viable area for external contracting. By utilizing the informal bid process, Merrick and JUB Engineers were solicited from the Professional Services Roster, with JUB Engineers submitting a Statement of Qualifications and Merrick indicating their inability to allocate sufficient staff for the proposed scope of work. The attached scope of work from JUB Engineers outlines a fee of \$105,000 for comprehensive construction observation services for the 2025 Wastewater Construction Observation.	
BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources) This contract will be funded with the current year (FY25) capital budget and no budget amendment will be required.	
ACTION PROPOSED Staff recommends award for the 2025 Wastewater Construction Observation to JUB Engineers for the total amount of \$105,000 and authorize the Mayor to execute the contract.	

Memo



Prepared For: Candy McHargue, Purchasing Coordinator
Dustin Johnson, PE, Public Works Director

Prepared By: Joe Kaufman, PE, Engineering Supervisor

Copy: Jill Tolman, Public Works Specialist

Date: April 1, 2025

Subject: **2025 Pipe Burst Construction Observation**
Authorizing Contract: ABBRFQ-25-015

The attached engineering services agreement provides for construction observation of the Wastewater Rehabilitation and Pipe-bursting projects, which are currently under construction by Titan Technologies. Originally, this work was planned to be managed by a combination of the engineering division and senior wastewater collection staff. However, due to the high volume of City projects scheduled for construction this season, combined with the need to train and mentor new wastewater collection staff, the observation hours required exceed what can be provided internally. As a result, Public Works has identified the Wastewater Construction Observation as the project most suitable for contracting out in order to ensure adequate coverage of all projects this season.

Merrick and JUB Engineers were selected from the roster, and abbreviated Requests for Qualifications were issued in accordance with the City's purchasing policy for contracts of this size. JUB Engineers submitted a Statement of Qualifications, while Merrick indicated that they did not have staff available to take on the proposed scope of work. Based on the responses, JUB Engineers was determined to be the most qualified. The scope of work and associated fee of \$105,000.00 are attached.

As the dollar value of this professional services agreement exceeds the amount the Mayor is authorized to approve, City Council approval is required.

Please place the attached professional services agreement on the agenda for the next available City Council Meeting for consideration and approval.

g:\shared drives\public works capital\wastewater\wastewater collections\ww060 2023 wwimpvmnts-6g\agreements\construction observation\memo recommending contract aproval.docx

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE
CITY OF LEWISTON AND J-U-B ENGINEERS, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Lewiston, an Idaho municipal corporation (“City”), and J-U-B ENGINEERS, INC., an Idaho Corporation located at 846 6th Street, Clarkston, Washington, 99403 (“Consultant”). City and Consultant may also individually be referred to as “Party” or collectively as “Parties.”

WHEREAS, City desires Consultant perform professional services associated with City of Lewiston’s 2025 Pipe Burst Observation, further described in Attachment 1, Scope of Services (“Services”); and

WHEREAS, Consultant desires to perform such Services for City;

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

I. DUTIES OF CONSULTANT

A. PROFESSIONAL SERVICES: Consultant shall perform the professional services as set forth in Attachment 1, attached hereto and incorporated herein.

B. SPECIAL PROVISIONS: All special provisions that apply to this Agreement are set forth in Attachment 2, attached hereto and incorporated herein. In the event that a special provision set forth in Attachment 2 conflicts with any other term of this Agreement, the special provision shall govern.

C. INDEPENDENT CONSULTANT: The Parties agree that Consultant is an independent Consultant, with no employment relationship with City. City shall determine the

work to be done by Consultant and shall have the general right to inspect and secure satisfactory and timely completion of the Services. However, the Consultant shall determine the means by which Consultant will accomplish the Services.

D. FRINGE BENEFITS: Because Consultant is engaged in Consultant's own independently established business, Consultant is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plan of City.

E. WORKER'S COMPENSATION: Consultant shall maintain in full force and effect worker's compensation for Consultant and any agents, employees, and staff that Consultant employs, and assure that Consultant's sub Consultants do likewise. Consultant shall provide proof of such coverage to City, or satisfactory proof that such worker's compensation insurance is not required.

F. RIGHT OF CONTROL: City agrees that it has no right to control or direct the details, manner, or means by which Consultant accomplishes the results of the Services. Consultant agrees, however, that Consultant's other contracts or services shall not interfere with Consultant's performance of the Services.

G. EQUIPMENT AND SUPPLIES: Consultant shall supply, at Consultant's sole expense, all equipment, tools, materials, and/or supplies needed to accomplish the Services.

H. LICENSES AND LAW: Consultant represents that Consultant possesses the skills and experience necessary and all licenses required to perform the Services. Consultant shall comply with all applicable laws in the performance of the Services, including, but not limited to, all equal employment opportunity requirements, federal wage and labor requirements, and handicap accessibility requirements. If Consultant uses a motor vehicle in performance of this

Agreement, Consultant shall maintain a valid driver's license and liability insurance at least in the minimum amounts required by Attachment 3.

I. WARRANTY AND STANDARD OF CARE: Consultant warrants that any materials and/or goods supplied pursuant to this Agreement shall be of good merchantable quality. Consultant shall perform the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

J. SUBCONTRACTORS AND SUBCONSULTANTS: Consultant shall not utilize any subcontractors or subconsultants in the performance of this Agreement without prior written approval from City.

K. CONTRACTING AUTHORITY: Consultant warrants that the signatory to this Agreement has the authority to fully bind Consultant to enter into and be obligated to perform the duties set forth herein, and that no consent from any other person or entity is necessary to effectuate this Agreement.

L. INSURANCE: Consultant, at its sole expense, shall procure and maintain in full force and effect insurance in accordance with the requirements set forth in Attachment 3, attached hereto and incorporated herein.

M. INDEMNIFICATION: To the fullest extent permissible by law, Consultant shall indemnify and hold City, its officers, officials, and employees harmless for all claims, demands, losses, actions, causes of action, suits, damages, judgments, obligations, liabilities, costs, expenses, and/or injuries to persons or property (collectively "Claims") to the extent that such Claims arise out of or are in connection with any negligent act, error, or omission of Consultant,

its officers, officials, or employees, that is in any way connected with the Services provided under this Agreement. In the event that City is alleged to be liable on account of any negligent act, error, or omission of Consultant, its officers, officials, or employees, then Consultant shall reimburse City, in proportion to Consultant's negligence, as determined by the trier of fact, for: (1) City's cost of defense, including, but not limited to, attorney fees and expenses, court costs, and expert witness fees and expenses; and (2) damages. In the event of litigation, each Party shall defend itself.

Additionally, Consultant agrees to indemnify and hold City, its officers, officials, and employees harmless from any and all taxes, penalties, assessments, fines, premiums, and similar liabilities if Consultant is found by any governmental authority to be an employee rather than an independent Consultant in Consultant's performance of the Services.

These indemnification provisions shall survive the expiration or termination of this Agreement. Consultant's indemnification and defense obligations herein shall extend to Claims occurring after this Agreement is terminated or expired, as well as while this Agreement is in force, and shall continue until all Claims are finally adjudicated and fully and finally barred by applicable laws.

N. NON-DISCRIMINATION: Consultant shall not engage in employment practices that discriminate against any person, including any subcontractor or subconsultant, because of such person's race, creed, sex, color, national origin, ancestry, religion, physical or mental disability, marital or familial status, sexual orientation, or gender identity/expression, unless based on a bona fide occupational qualification or otherwise exempted by state or federal law.

O. PERSONNEL: In providing Services under this Agreement, Consultant agrees to assign the direct participation of experienced and qualified personnel. All staff used by Consultant in the performance of the Services shall be qualified by training and experience to

perform their assigned tasks. Consultant shall submit, for approval by City, a staffing proposal for the Services. Consultant shall not reassign such staff without City's prior written approval; and City shall have the right to approve their successors. City shall have the right, in its sole discretion, to have any of Consultant's personnel removed from the project.

P. NON-EXCLUSIVE: Consultant acknowledges that this Agreement is not intended to prohibit City from entering into similar agreements with other professional service providers who provide services that are same or similar in nature as provided for in this Agreement.

Q. CONSULTANT RELIANCE: Consultant may rely, without liability, on the accuracy and completeness of information provided by City without the need for independent verification.

R. STATE OF IDAHO REQUIREMENTS: The following provisions are required by the State of Idaho. The inclusion of these provisions in this Agreement does not indicate City's support or opposition to these provisions nor agreement by City that these clauses are relevant to the subject matter of this Agreement. Rather, these provisions are included solely to comply with the laws of the State of Idaho.

1. ANTI-BOYCOTT AGAINST ISRAEL ACT: If this Agreement: (1) is to acquire or dispose of services, supplies, information technology, or construction; (2) has a total potential value of One Hundred Thousand Dollars (\$100,000) or more; and (3) Consultant is a company with ten (10) or more employees, then, pursuant to Idaho Code § 67-2346, Consultant certifies that Consultant is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of goods or services from Israel or territories under Israel's control. The terms "company"

and “boycott Israel” shall have the meanings ascribed to them in Idaho Code § 67-2346.

2. NO PUBLIC FUNDS FOR ABORTION ACT: Pursuant to Idaho Code § 18- 8703, Consultant certifies that it is not, and will not for the duration of this Agreement become, an abortion provider or an affiliate of an abortion provider, as those terms are defined in the “No Public Funds for Abortion Act,” Idaho Code §§ 18-8701 *et seq.*

3. CONTRACT WITH COMPANY OWNED OR OPERATED BY THE GOVERNMENT OF CHINA PROHIBITED: If this Agreement is to acquire or dispose of services, supplies, information technology, or construction, then, pursuant to Idaho Code § 67-2359, Consultant certifies that Consultant is not a company currently owned or operated by the government of China and will not for the duration of this Agreement be owned or operated by the government of China. The terms “company” and “government of China” shall have the meanings ascribed to them in Idaho Code § 67-2359.

4. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN SECTORS. If this Agreement: (1) is to acquire goods or services; (2) has a value of One Hundred Thousand Dollars (\$100,000) or more that is to be paid wholly or partly from public funds; and (3) Contractor is a company with ten (10) or more full-time employees, then, pursuant to Idaho Code § 67-2347A, Contractor certifies that Contractor is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of any individual or company because the individual or company: (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) engages in or supports the

manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § 18-3302(2)(d). The terms “boycott” and “company” shall have the meanings ascribed to them in Idaho Code § 67-2347A

S. IDAHO PREFERENCE: Pursuant to Idaho Code § 44-1002, Consultant shall employ at least ninety-five percent (95%) bona fide Idaho residents as employees under this Agreement; except where the Agreement calls for fifty (50) or less persons employed by Consultant, then Consultant shall employ at least ninety percent (90%) bona fide Idaho residents. In all cases, Consultant shall give preference to the employment of bona fide Idaho residents in the performance of this Agreement. (Applies to contracts for City construction, repair, and maintenance work, unless federal funds are used and federal statutes conflict with this requirement.)

II.

DUTIES OF CITY

A. PAYMENT: City agrees to pay Consultant up to the total sum, not to exceed, one hundred five thousand dollars (\$105,000) on a time and materials basis. City shall pay Consultant within thirty (30) days from receipt of invoice from Consultant. Consultant shall keep accurate records of expenses. If City contests an invoice, City shall advise Consultant within thirty (30) days of receipt of invoice of the specific basis for doing so, may withhold only that portion so contested, and shall pay the undisputed portion.

B. PAYROLL TAXES: Neither Federal, State, or local income taxes, nor payroll taxes of any kind shall be withheld and paid by City on behalf of Consultant or Consultant’s employees. Consultant shall not be treated as an employee of City with respect to the services

performed pursuant to this Agreement for Federal or State tax purposes. Consultant understands that Consultant is responsible to pay, according to law, Consultant's income tax. Consultant further understands that Consultant may be held liable for self-employment (Social Security) tax to be paid by Consultant according to law.

III.

GENERAL PROVISIONS

A. TERM: The term of this Agreement shall be from the Effective Date of this Agreement through completion of the Services. Consultant understands that City is strictly bound by Article VIII, § 3 of the Idaho Constitution, which prohibits City from incurring any indebtedness or liability, in any manner, beyond its current fiscal year, which is October 1 through September 30. The term of this Agreement is wholly contingent upon the annual appropriation of funds for this Agreement.

B. TERMINATION: This Agreement may be terminated only as follows:

1. City may terminate this Agreement, with or without cause, upon at least fifteen (15) days' written notice to Consultant.
2. Consultant may terminate this Agreement only if City defaults on its obligations under this Agreement, but only after giving City written notice of Consultant's intent to terminate and allowing at least thirty (30) days for the default to be cured.
3. City may terminate this Agreement in the event that City does not appropriate funds for the Agreement for an ensuing fiscal year. In such event, City shall give prompt written notice to Consultant attesting to the non-appropriation of funds and the effective date of termination of this Agreement, and no financial obligations, penalty, liability, or

consequence of any kind shall accrue to City after the effective date of said termination.

Upon termination: (1) Consultant shall discontinue the Services under this Agreement; (2) Consultant shall promptly provide City all maps, plots, drawings, estimate sheets, specifications, documents, models, renderings, and other work product prepared in connection with the Services; and (3) City shall pay Consultant a proportional amount of the sum set forth in Section II.A of this Agreement for all Services performed through the date of termination.

C. NOTICES: All notices, requests, demands, statements, and consents required or permitted to be given pursuant to this Agreement shall be in writing and signed by or on behalf of the Party giving the notice. Such communications shall be deemed delivered: (a) immediately if hand- delivered or sent via email to the email address(es) below; (b) seventy-two (72) hours after depositing the same in the U.S. mail, certified or registered, addressed to the respective addresses set forth below; or (c) one (1) business day after depositing the same with a recognized commercial air courier or express service, addressed to the respective addresses set forth below.

Consultant: J-U-B Engineers, Inc.

Garrett Frei, PE, Project Manager
Contact Name, Position

846 6th Street
Address

Clarkston, WA 99403
City, State, Zip

gfrei@jub.com
Email

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

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

E. SEVERABILITY: In the event that any provision of this Agreement is found for any reason to be unenforceable, the remainder of this Agreement shall remain in full force and effect and shall be binding upon the Parties, so long as the remainder of the Agreement is reasonably capable of completion.

F. SURVIVAL: Except with respect to City's obligations as set forth in Section III.A of this Agreement concerning the non-appropriation of funds for this Agreement, all covenants, conditions, indemnifications, and other elements in this Agreement that might involve performance subsequent to any termination or expiration of this Agreement or that cannot be reasonably ascertained or fully performed until after termination or expiration of this Agreement shall survive.

G. MODIFICATIONS: This Agreement may be modified or amended only by a writing duly executed by both Parties.

H. PERFORMANCE/WAIVER: No waiver of any provision of this Agreement shall be effective unless made in writing and signed by the waiving Party. The failure of any Party to require the performance of any term or obligation of this Agreement, or the waiver by any Party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

I. SUCCESSORS AND ASSIGNS: This Agreement may not be assigned in whole or

in part by either of the Parties hereto without the prior express written consent of the other Party.

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

K. ATTORNEY FEES: Notwithstanding any statute to the contrary, in the event suit is brought by any Party to this Agreement to enforce the terms of this Agreement, recovery or reimbursement for reasonable attorneys' fees and costs shall be in the amount determined by the court and in accordance with State law, in addition to any other available remedies.

L. FORCE MAJEURE: "Event of Force Majeure" means an event beyond the reasonable control of a Party that prevents such Party from complying with any of its obligations under this Agreement, including riots, acts of God, accidents, order of a court of competent jurisdiction, failure of a required governmental approval, civil disorders, acts of war, material shortages, or disease, and not attributable to such Party's neglect or nonfeasance.

No Party shall be considered in breach of this Agreement or liable to the other Party for any losses and damages to the extent that performance of their respective obligations is prevented by an

Event of Force Majeure. The Party prevented from carrying out its obligations hereunder ("Affected Party") shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party. If and to the extent that the Affected Party is prevented from performing its obligations by an Event of Force Majeure, while the Affected Party is so prevented, the Affected Party shall be relieved of its obligations hereunder, but shall endeavor to continue to perform its obligations under the Agreement so far as

reasonably practicable.

M. PUBLIC RECORDS: The Parties herein understand and acknowledge that this Agreement, its exhibits and attachments, communications between them, and the Work Product are subject to the Idaho Public Records Act, I.C. §§ 74-101, *et seq.*, and other applicable federal and state laws, and might be subject to disclosure. Pursuant to Idaho Code § 74-101, *et seq.*, information or documents received from Contractor may be open to public inspection and copying unless exempt from disclosure. Contractor shall clearly designate individual documents as “exempt” on each page of such documents and shall indicate the basis for such exemption under Idaho law. City will not accept the marking of an entire document as exempt. In addition, City will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. Contractor shall indemnify and defend City against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for Contractor’s failure to designate individual documents as exempt. Contractor’s failure to designate as exempt any document or portion of a document that is released by City shall constitute a complete waiver of any and all claims for damages caused by any such release.

N. USE OF CITY NAME: Consultant shall not include the name, logo, or any identifying marks of City in any advertising, sales promotion, or other publicity matter

NON-ENDORSEMENT AND PUBLICITY: City is not endorsing
Consultant’s

products or services or suggested that they are the best or only solution to City's needs.

Consultant shall not make any reference to City in any literature, promotional material, brochure, sales presentation, or the like, regardless of method of distribution, without the prior review and express written consent of City.

O. COUNTERPARTS: This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

P. DISPUTE RESOLUTION: In the event that a dispute related to this Agreement arises, the dispute shall be articulated in writing by either Party. City and Consultant 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 for mediation shall be split equally between the Parties. The Parties agree that non-binding mediation or another mutually acceptable alternative dispute resolution process shall precede litigation.

Q. OWNERSHIP OF DOCUMENTS: Upon City's payment to Consultant as provided in this Agreement, all maps, plots, drawings, estimate sheets, specifications, documents, models, renderings, and other work product prepared in connection with the Services (collectively "Work Product") shall be the property of City. Use or reuse of Work Product for any purpose other than intended by this Agreement shall be at the risk of City and without legal liability or exposure to Consultant.

R. JOINT DRAFTING: The Parties expressly agree that this Agreement was jointly drafted and both Parties had an opportunity to negotiate its terms and obtain the assistance of

legal counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

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

T. HEADINGS: The headings in this Agreement are for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provisions herein.

U. TIME IS OF THE ESSENCE: Time is of the essence with regard to the performance of all of Consultant's obligations under this Agreement.

V. NON-EXCLUSIVE REMEDIES: No provision in this Agreement made for the purpose of securing enforcement of the terms and conditions of this Agreement shall be deemed an exclusive remedy or to afford the exclusive procedure for the enforcement of said terms and conditions, and the remedies herein provided are deemed to be cumulative.

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

DATED this _____ day of _____ 2025.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

Tanya M. Brocke, City Clerk

DATED this _____ day of _____ 2025.

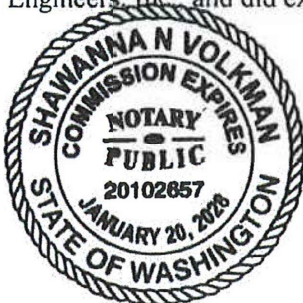
J-U-B ENGINEERS, INC.

By: Kayla Brown

Title: Kayla Brown, P.E., Lewis Clark Valley Area Manager

STATE OF Washington)
~~IDAHO~~) ss.
County of Asotin)

On this 24 day of March 2025, before me, a Notary Public, personally appeared Kayla Brown known or identified to me as the authority to execute this instrument on behalf of J-U-B Engineers, Inc., and stated he/she has the authority to execute this instrument on behalf of J-U-B Engineers, Inc. and did execute this instrument on behalf of J-U-B Engineers, Inc.

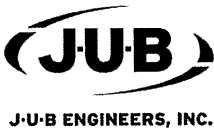


Shawanna Volkman
Notary Public for the State of Idaho

Commission Expires 1/20/2028

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LEWISTON AND J-U-B ENGINEERS

Page 15 of 19



**J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES**

Attachment 1 – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: 2025 Pipe Burst Observation

CLIENT: City of Lewiston

J-U-B PROJECT NUMBER: 23-25-XXX

CLIENT PROJECT NUMBER: WW060

ATTACHMENT TO:

☒ **AGREEMENT DATED:** March _____ 2025; or

☐ **AUTHORIZATION FOR CONTRACT AMENDMENT #X; DATED:** Click or tap to enter a date.

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

The City of Lewiston wishes to complete the construction and construction observation for the following projects, with construction engineering services provided under separate scopes of work. Our project understanding entails the construction inspection services in the designated areas of 22nd Street, central Lewiston and Snake River Ave, Lewiston. The projects encompass the replacement of the sanitary sewer main near McSorley Elementary, ATK, Old Lewiston Premix, and 22nd Street, utilizing either open trench or pipe bursting methods. These projects are financially supported by the City of Lewiston. This is for construction inspection services to augment existing City of Lewiston construction staff.

PART 2 - SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

A. Task 001: Constuction Observation

1. Project Management
 - a. Set up project into J-U-B's financial and record keeping systems for document retention and project controls.
 - b. Communicate and coordinate J-U-B team activities with kickoff and progress meetings as required.
 - c. Provide a monthly invoice including budget status.
2. Construction Observation
 - a. J-U-B will provide construction observations for the project. See Standard Exhibit A – Construction Phase Service for details.
Assumptions:

- i. Construction Observation will be required for thirty (30 weeks) and estimated twenty (20) hours per week.
 - ii. JUB will utilize City observation reporting software daily and mark observed sewer service locations with paint.
 - iii. City of Lewiston will complete their own QA testing if needed.
 - iv. No certified payroll/wage rate compliance needed.
3. **Project Closeout**
- a. Archive paper and electronic files and records.
 - b. As-constructed plans are pdf redlines only.
 - c. Communicate the project completion to CLIENT and other affected agencies and stakeholders, as required.
 - d. Close financial billing and accounting records in J-U-B's financial and record-keeping systems.

PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

- A. **CLIENT-Provided Work** - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:
- 1. CLIENT shall provide timely reviews of documents.
 - 2. CLIENT shall secure all funding required for the project. Track allocation of project costs among the various funding sources, prepare funding applications and status summaries for agencies, and complete reimbursement requests that are required by the funding agencies.
 - 3. CLIENT is responsible for legal filings and property owner coordination/negotiations.
 - 4. CLIENT shall provide access to observation reporting software and GIS data
- B. **Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:
- 1. Additional Construction Observation beyond this scope of work.
 - 2. Construction Survey
 - 3. Construction Quality Assurance Testing

PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES

- A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:
- 1. For Time and Materials fees:
 - a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
 - b. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1. No subconsultants anticipated.
 - 2. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.
- B. **Period of Services**
- 1. If the planned period of service for the Tasks identified above extend more than one year, J-U-B's billing rates and/or fees for remaining Tasks may be increased to account for direct labor cost, rate table adjustments, or other inflationary increases. If that occurs, an adjustment to the billing rates and/or Fee will be computed based on remaining scope amount times the specific rate increase.
 - 2. If the period of service for the Tasks identified above is extended beyond 6 months or if the Project has stop/start iterations, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments, extended duration of project



J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

Standard Exhibit A – Construction Phase Services

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties with respect to Services during the construction phase of the Project.

For the purposes of this exhibit, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

For the purposes of this exhibit, the term 'Contract Documents,' shall be defined as documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between CLIENT and contractor, Addenda (which pertain to the Contract Documents), contractor's bid (including documentation accompanying the bid and any post-bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and J-U-B's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

For the purposes of this exhibit, the term 'Work,' shall be defined as the entire construction or the various separately identifiable parts thereof required to be provided by the construction contractor under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction; all as required by the Contract Documents.

For the purposes of this exhibit, the term 'Site,' shall be defined as lands or areas indicated in the Contract Documents as being furnished by CLIENT upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by CLIENT which are designated for the use of contractor.

CONSTRUCTION PHASE SERVICES

J-U-B shall provide Construction Phase Services as agreed below. There is a "Yes" and "No" box to the left of each Service. If a box is marked "Yes", J-U-B agrees to perform the Service listed. If a box is marked "No", J-U-B undertakes no duty to perform the Service listed. If a duty or a condition of performance is listed below that is a responsibility of CLIENT, CLIENT's agreement to perform the same is assumed.

It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s) Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s) failure to furnish and perform their Work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be named as additional insureds under the general contractor's policies of general liability insurance.

Construction Phase

After receiving written authorization from CLIENT to proceed with the construction phase, J-U-B may provide the following Services with respect to this part of the Project:

- | | |
|---|--|
| ☒ Yes | 1. <i>General Administration of the Contract Documents.</i> Consult with, advise, and assist CLIENT in J-U-B's role as CLIENT's representative. Relevant J-U-B communications with contractor shall be imputed to the CLIENT. Nothing contained in this Standard Exhibit A creates a duty in contract, tort, or otherwise to any third party; but, instead, the duties defined herein are performed solely for the benefit of the CLIENT. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers. |
| ☐ No | |
| ☐ Yes | 2. <i>Pre-Construction Conference.</i> Participate in a pre-construction conference. |
| ☒ No | |

3. *Visits to Site and Observation of Construction / Resident Project Representative (RPR) Services.* In connection with observations of the Work while it is in progress:

☒ Yes

☐ No

a. *Periodic Site Visits by J-U-B.* Make visits to the Site at intervals appropriate to the various stages of construction, as J-U-B deems necessary, to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to J-U-B in this Agreement, but rather are to be limited to spot checking, coordination of selective sampling done by others, and similar methods of general observation of the Work based on J-U-B's exercise of professional judgment as assisted by the RPR, if any. Based on information obtained during such visits and observations, J-U-B will determine in general, for the benefit of CLIENT, if the Work is proceeding in accordance with the Contract Documents, and J-U-B shall keep CLIENT informed of the progress of the Work.

☒ Yes

☐ No

b. *Resident Project Representative ("RPR").* When requested by CLIENT, provide the Services of a RPR at the Site to provide more extensive observation of the Work. Duties, responsibilities, and authority of the RPR, are as set forth in the section entitled Resident Project Representative, herein. Through more extensive observations of the Work and field checks of materials and equipment by RPR, J-U-B shall endeavor to provide further protection to the CLIENT against defects and deficiencies in the Work. The furnishing of such RPR's Services will not extend J-U-B's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.

☒ Yes

☐ No

4. *Defective Work.* Recommend to CLIENT that the Work be disapproved and rejected while it is in progress if J-U-B believes that such Work does not conform generally to the Contract Documents or that the Work will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

☒ Yes

☐ No

5. *Clarifications and Interpretations; Field Orders.* Recommend to CLIENT necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Based on J-U-B's recommendations, CLIENT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

☒ Yes

☐ No

6. *Change Orders, and Work Change Directives.* Recommend to CLIENT Change Orders or Work Change Directives, as appropriate, and prepare required documents for CLIENT consideration. CLIENT may issue Change Orders or Work Change Directives authorizing variations from the requirements of the Contract Documents.

☒ Yes

☐ No

7. *Shop Drawings and Samples.* Review or take other appropriate action in respect to Shop Drawings, Samples, and other data that contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

☒ Yes

☐ No

8. *Substitutes.* Consult with and advise CLIENT concerning, and determine the acceptability of, substitute materials and equipment proposed by contractor.

☒ Yes

☐ No

9. *Inspections and Tests.* Make recommendations to CLIENT concerning special inspections or tests of the Work, and the receipt and review of certificates of inspections, testing, and approvals required by laws and regulations and the Contract Documents (but only to determine generally that the results certified indicate compliance with the Contract Documents).

- ☐ Yes 10. *Disagreements between CLIENT and Contractor.* Assist CLIENT in rendering formal written decisions on claims of CLIENT and contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. In assisting in such decisions, J-U-B shall not be liable in connection with any decision rendered in good faith.
- ☒ No
- ☒ Yes 11. *Applications for Payment.* Based on J-U-B's on-site observations as an experienced and qualified design professional, and upon written request of CLIENT, review Applications for Payment and the accompanying supporting documentation. Assist CLIENT in determining the amounts owed to contractor and, if requested by CLIENT, recommend in writing to CLIENT that payments be made to contractor in such amounts. Such recommendations of payment will constitute a representation to CLIENT that, to the best of J-U-B's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, and subject to any subsequent tests called for in the Contract Documents or to any other qualification stated in the recommendation), and the conditions precedent to contractor's being entitled to such payments appear to have been fulfilled insofar as it is J-U-B's responsibility to observe the Work. In the case of unit price Work, J-U-B's recommendation of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents). By recommending any payment and after reasonable inquiry, J-U-B shall not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by J-U-B to check the quality or quantity of the Work as it is furnished and provided beyond the responsibilities specifically assigned to J-U-B in this Agreement and the Contract Documents. J-U-B's review of the Work for the purposes of recommending payments will not impose on J-U-B the responsibility to supervise, direct, or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or contractor's compliance with laws and regulations applicable to its furnishing and performing the Work. J-U-B's review will also not impose responsibility on J-U-B to make any examination to ascertain how or for what purposes contractor has used monies paid to contractor by CLIENT; to determine that title to any of the Work, including materials or equipment, has passed to CLIENT free and clear of any lien, claims, security interests, or encumbrances; or that there may not be other matters at issue between CLIENT and contractor that might affect the amount that should be paid.
- ☐ No
- ☒ Yes 12. *Contractor's Completion Documents.* Receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals, Shop Drawings, Samples, other data approved, and the annotated record documents which are to be assembled by contractor in accordance with the Contract Documents (such review will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspection, tests, or approvals indicates compliance with, such Contract Documents); transmit them to CLIENT with written comments.
- ☐ No
- ☒ Yes 13. *Substantial Completion.* Promptly after notice from CLIENT that contractor considers the Work for this part of the Project is ready for its intended use, in company with CLIENT and contractor, conduct a site visit to determine if the Work is substantially complete. Provide recommendation to CLIENT relative to issuance of Certificate of Substantial Completion.
- ☐ No
- ☒ Yes 14. *Final Notice of Acceptability of the Work.* Assist CLIENT in conducting a final inspection to determine if the completed Work is acceptable so that J-U-B may recommend, in writing, that final payment be made to contractor.
- ☐ No
- ☐ Yes 15. *Additional Tasks.* Perform or provide the following additional construction phase tasks or deliverables as delineated in Attachment 1 – Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.
- ☒ No

General Limitation of Responsibilities. J-U-B shall not be responsible for the acts or omissions of any contractor or of any of their subcontractors, suppliers, or any other individual or entity performing or furnishing any of the Work. J-U-B shall not be responsible for failure of any contractor to perform or furnish the Work in accordance with the Contract Documents. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.

J-U-B's Construction Phase Services will be considered complete on the date of Final Notice of Acceptability of the Work.

Post-Construction Phase

After receiving authorization from CLIENT to proceed with the post-construction phase, J-U-B may:

- | | |
|--|--|
| ☐ Yes
☒ No | 1. <i>Testing/Adjusting Systems.</i> Provide assistance in connection with the testing and adjusting of equipment or systems. |
| ☐ Yes
☒ No | 2. <i>Operate/Maintain Systems.</i> Assist CLIENT in coordinating training for CLIENT's staff to operate and maintain equipment and systems. |
| ☐ Yes
☒ No | 3. <i>Control Procedures.</i> Assist CLIENT in developing procedures for control of the operation and maintenance of, and recordkeeping for, equipment and systems. |
| ☐ Yes
☒ No | 4. <i>O&M Manual.</i> Assist CLIENT in preparing operating, maintenance, and staffing manuals. |
| ☒ Yes
☐ No | 5. <i>Defective Work.</i> Together with CLIENT, visit the Project to observe any apparent defects in the Work, assist CLIENT in consultations and discussions with contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present. |
| ☐ Yes
☒ No | 6. <i>Record Surveying.</i> Provide field surveying of readily accessible elements of the final completed construction to supplement the preparation of Record Drawings. |
| ☒ Yes
☐ No | 7. <i>Record Drawings.</i> Furnish a set of reproducible prints of Record Drawings showing significant changes made during the construction process, based on the annotated record documents for the Project furnished by the contractor. |
| ☐ Yes
☒ No | 8. <i>Warranty Inspection.</i> In company with CLIENT or CLIENT's representative, provide an inspection of the Project within one month before the end of the contractor correction period to ascertain whether any portion of the Work is subject to correction. |
| ☐ Yes
☒ No | 9. <i>Additional Tasks.</i> Perform or provide the following additional post-construction phase tasks or deliverables as listed in Attachment 1 - Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement. |

The Post-Construction Phase Services may commence during the construction phase and, if not otherwise modified by the mutual agreement of CLIENT and J-U-B, will terminate at the end of the correction period.

CONSTRUCTION PHASE ADDITIONAL SERVICES

If authorized by CLIENT and expressly agreed by J-U-B; or, if performed by J-U-B with the knowledge of the CLIENT after the signing of the Agreement for Professional Services, J-U-B shall furnish or obtain from others Additional Services of the types listed in this paragraph:

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by CLIENT if the resulting change in compensation for Construction Phase Services is not commensurate with the Services rendered; Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by contractor and Services after the award of the contract; Services in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor; and Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of material equipment, or energy shortages.
2. Services involving out-of-town travel required of J-U-B other than visits to the Site or CLIENT's office.
3. Assistance in connection with bid protests, rebidding, or renegotiating the Construction Agreement.
4. Services in connection with any partial utilization of the Work by CLIENT prior to Substantial Completion.
5. Additional or extended Services during construction of the Work made necessary by (a) emergencies or acts of God endangering or delaying the Work, (b) the discovery of constituents of concern, (c) Work damaged by fire or other cause during construction, (d) a significant amount of defective Work, (e) acceleration of the progress schedule involving Services beyond normal working hours, and (f) default by contractor, including extensions of the construction period.
6. Evaluating an unreasonable number of claims submitted by contractor or others in connection with the Work.
7. Protracted or extensive assistance in refining and adjusting any equipment or system (such as initial startup, testing, adjusting, and balancing).
8. Services or consultations after completion of the construction phase, such as excessive inspections during any correction period and reporting observed discrepancies under guarantees called for in the Construction Agreement for the Work (except as agreed to under Construction Phase Services).
9. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation, arbitration, or other legal or administrative proceeding involving the Project to which J-U-B has not been made a party.
10. Additional Services in connection with the Work, including Services which are to be furnished by CLIENT and Services not otherwise provided for in this Agreement.

RESIDENT PROJECT REPRESENTATIVE

If provided as part of Construction Phase Services, J-U-B shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist J-U-B in observing progress and quality of the Work. The RPR, assistants, and other field staff will provide full-time representation or, if specifically directed by the CLIENT, may provide representation to a lesser degree. RPR is J-U-B's Project Engineer (J-U-B PE) or J-U-B Project Manager (J-U-B PM) representative at the Site, will act as directed by and under the supervision of J-U-B PE or J-U-B PM, and will confer with J-U-B PE or J-U-B PM regarding RPR's actions. The J-U-B PE or J-U-B PM will serve as the official liaison with the CLIENT and the contractor. .

Through such additional observations of the Work and field checks of materials and equipment by the RPR and assistants, J-U-B shall endeavor to identify defects and deficiencies in the Work. It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s)' Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s)' failure to furnish and perform their Work in accordance with the Contract Documents.

The RPR's duties under this Agreement shall be strictly limited to the following:

1. *General.* RPR is J-U-B's agent at the Site, will act as directed by and under the supervision of J-U-B, and will confer with J-U-B regarding RPR's actions.
2. *Schedules.* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by contractor and consult with the J-U-B PE or PM, who will communicate with the CLIENT concerning acceptability of such schedules.

3. *Conferences and Meetings.* Attend meetings with the J-U-B PE or J-U-B PM and contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings (but not including Contractor's safety meetings).
4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison*
 - a) Serve as J-U-B PE or J-U-B PM's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b) Assist J-U-B PE or J-U-B PM in serving as CLIENT's liaison with Contractor when Contractor's operations affect CLIENT's on-Site operations.
 - c) Assist in obtaining from CLIENT additional details or information, when required for proper execution of the Work.
6. *Interpretation of Contract Documents.* Report to J-U-B PE or J-U-B PM when clarifications and interpretations of the *Contract Documents are needed.*
7. *Shop Drawings and Samples.* Receive and record date of receipt of reviewed Samples and Shop Drawings.
8. *Modifications.* Assist the J-U-B PE or J-U-B PM in the evaluation of contractor's suggestions for modifications to Drawings or Specifications and report to CLIENT. Transmittal to contractor of written decisions as issued by J-U-B will be in writing.
9. *Review of Work and Rejection of Defective Work.*
 - a) Conduct on-site observations of the Work to assist J-U-B in determining if the Work is, in general, proceeding in accordance with the Contract Documents.
 - b) Report to J-U-B PE or J-U-B PM whenever RPR believes that any part of the Work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents; has been damaged; or does not meet the requirements of any inspection, test, or approval required to be made. The J-U-B PE or J-U-B PM will then advise CLIENT of that part of the Work that J-U-B believes should be corrected, rejected, or uncovered for observation, or that requires special testing, inspection, or approval.
10. *Inspections, Tests, and System Startups.*
 - a) Advise J-U-B PE or J-U-B PM in advance of scheduled major inspections, tests, and system start-ups for important phases of the Work.
 - b) Verify that tests, equipment, and system start-ups and operating and maintenance training is conducted in the presence of appropriate personnel (as determined by the CLIENT) and that contractor maintain adequate records thereof.
 - c) Observe, record, and report to J-U-B PE or J-U-B PM appropriate details relative to the test procedures and system start-ups.
 - d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to J-U-B PE or J-U-B PM.

Nothing in this Agreement will be construed to require RPR to conduct inspections
11. *Records.*
 - a) Maintain orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, J-U-B's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals, and other Project-related documents.
 - b) When on site, prepare a daily report or keep a diary or log book, generally documenting contractor's and subcontractors' hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; furnish copies of such records to J-U-B PE or J-U-B PM.

- c) Obtain from the contractor an accurate, up-to-date lists of the names, addresses, e-mail addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.
 - d) Maintain records for use in preparing documentation of the Work.
 - e) Upon completion of the Work with respect to the Project, furnish a complete set of all RPR Project documentation to designated recipients.
12. *Reports.*
- a) Furnish to J-U-B PE or J-U-B PM periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 - b) Present to J-U-B PE or J-U-B PM proposed Change Orders, Work Change Directives, and Field Orders.
 - c) Furnish to J-U-B PE or J-U-B PM copies of all inspection, test, and system startup reports.
 - d) Report immediately to J-U-B PE, J-U-B PM, and CLIENT the occurrence of any Site accidents, emergencies, natural catastrophes endangering the Work, possible force majeure or delay events, property damaged by fire or other causes, and the discovery or presence of any constituents of concern.
13. *Payment Request:* Review Applications for Payment with contractor for compliance with the established procedure for their submission and forward with recommendations to J-U-B PE OR J-U-B PM, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site, but not incorporated in the Work.
14. *Certificates, Operation and Maintenance Manuals.* During the course of the Work, obtain and collate materials and equipment certificates, operation and maintenance manuals, and other data required by the Contract Documents to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to J-U-B PE or J-U-B PM for review.
15. *Completion.*
- a) Participate in J-U-B PE or PM's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
 - b) Participate in J-U-B PE or PM's visit to the Site in the company of CLIENT and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- Observe whether all items on the final punch list have been completed or corrected, and make recommendations to J-U-B PE or PM concerning acceptance and issuance of the Notice of Acceptability of the Work

The RPR shall not:

- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of J-U-B's authority as set forth in the Agreement for Professional Services.
- 3. Undertake any of the responsibilities of contractor, subcontractors, suppliers, or contractor's superintendent.
- 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction or of the Work, unless such advice or directions are specifically required by the Contract Documents.
- 5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of CLIENT or contractor.
- 6. Participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized by J-U-B PE or J-U-B PM.
- 7. Accept Shop Drawing or Sample submittals from anyone other than J-U-B.
- 8.. Authorize CLIENT to occupy the Work in whole or in part.

CLIENT'S RESPONSIBILITIES

Except as otherwise provided herein or in the Agreement for Professional Services, CLIENT shall do the following in a timely manner so as not to delay the Services of J-U-B and shall bear all costs incident thereto:

1. Provide, as may be required for the Project, such legal services as CLIENT may require or J-U-B may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by contractor.
2. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and Substantial Completion, final payment, and other inspections.
3. Give prompt written notice to J-U-B whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of J-U-B's Services, or any defect or nonconformance in J-U-B's Services or in the Work of any contractor.
4. Render all final decisions related to: 1) changes or modifications to the terms of the construction contract, 2) acceptability of the Work, and 3) claims or Work stoppages.
5. Unless included in J-U-B Scope of Services, provide construction staking and materials testing services for the project.

The Client agrees to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The Client further agrees to require all contractors to have their CGL policies endorsed to name the Client, the Consultant and its sub-consultants as Additional insureds, on a primary and noncontributory basis, and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The Client shall require all contractors to furnish to the Client and the Consultant certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the Client shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the Client, the Consultant and its sub consultants from and against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors.

INDEMNIFICATION

In addition to any other limits of indemnification agreed to between the Parties, CLIENT agrees to indemnify and hold harmless J-U-B, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work. This is to include, but not to be limited to any such claim, cost, loss, or damage that is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by any negligent act or omission of contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, as well as any general, special or other economic damages resultant from Work stoppages or delays that are caused in whole or part by J-U-B's exercise of the rights and duties as agreed herein (Construction Phase Services).

CLIENT agrees that CLIENT will cause to be executed any such agreements or contracts with contractors, subcontractors or suppliers to effectuate the intent of this part before any Work is commenced on the Project; if CLIENT negligently fails to do so, CLIENT agrees to fully indemnify J-U-B from any liability resulting therefrom, to include, but not to be limited to, all costs relating to tendering a defense to any such claims made.

management and administrative services, and/or costs related to stop/start cycles including necessary monitoring and communication efforts during inactive periods.

- C. CLIENT acknowledges that J-U-B's schedule commitments outlined in Part 4 are subject to the standard of care and J-U-B will not be responsible for delays beyond our direct control.
- D. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
001	Construction Observations	Time and Materials (Estimated Amount Shown)	\$105,000	April thru October (assumes 20 hrs/week)
Total:			\$105,000	

Certification Concerning Boycott's: Pursuant to Idaho Code section 67-2346, J-U-B certifies that it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of goods or services from Israel or territories under its control. Furthermore, J-U-B certifies that it will not, for the duration of this Agreement, engage in a boycott of goods and services from companies that engage in or support the following industries: fossil-fuel based energy, timber, minerals, hydroelectric power, nuclear energy, agriculture, or firearms.

Certification Concerning Abortion Providers: Pursuant to Idaho Code 18-87, J-U-B certifies that it is not currently an abortion provider and will not become one during the term of this Agreement.

Certification Concerning Government Ownership or Operation. Pursuant to Idaho Code section 67-2359, J-U-B certifies that is not owned or operated by the government of China and will not for the duration of this contract.

- E. Electronic deliverables provided to the CLIENT as part of the work described within this Attachment are subject to the provisions of J-U-B's "electronic document/data limited license" found at edocs.jub.com.

Exhibit(s):

- Standard Exhibit A: Construction Phase Services

For internal J-U-B use only:

PROJECT LOCATION (STATE): Idaho

TYPE OF WORK: City

R&D: No

GROUP: Construction Services

PROJECT DESCRIPTION(S):

1. Construction Inspection/Observation (T02)
2. Choose an item.



CITY COUNCIL MEETING AGENDA ITEM SUMMARY

ITEM TITLE RESOLUTION 2025-08	AGENDA NO. VII. D. AGENDA DATE: April 14, 2025
ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.) Recently, the City of Lewiston has experienced an increase in damage to traffic signal cabinets due to vehicle accidents. These cabinets are expensive—ranging from \$50,000 to over \$150,000—and come with long production delays. Unfortunately, in many cases, drivers or vehicle owners lack sufficient insurance to cover the cost of repair and replacement of damaged traffic signal cabinets. To help preserve City resources, the Public Works Department looked for cost-saving alternatives. The City of Coeur d'Alene, having recently upgraded several of its traffic signal cabinets, had surplus units available. They have generously agreed to donate these surplus cabinets to the City at no cost, in as-is, where-is condition.	
BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources) This will save the City approximately \$50,000-\$150,000+ (estimate) per traffic signal cabinet received through this Donation Agreement.	
ACTION PROPOSED Recommend approval of Resolution 2025-08 and the Donation Agreement, authorizing the Mayor and City Clerk to sign and attest respectively to the Donation Agreement.	

RESOLUTION 2025-08

A RESOLUTION APPROVING A DONATION AGREEMENT BETWEEN THE CITY OF COEUR D'ALENE AND THE CITY OF LEWISTON ACCEPTING A DONATION OF TRAFFIC SIGNAL CABINETS AND RELATED INTERNAL COMPONENTS FROM THE CITY OF COEUR D'ALENE; AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, SAID DONATION AGREEMENT; AND PROVIDING AN EFFECTIVE DATE

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

SECTION 1: That a Donation Agreement between the City of Coeur d'Alene, an Idaho municipal corporation, and the City of Lewiston, an Idaho Municipal Corporation, accepting a donation of up to five (5) TS1 traffic signal cabinets and related internal components from the City of Coeur d'Alene is hereby approved. A copy of which is attached and incorporated herein by reference.

SECTION 2: That the Mayor and City Clerk are hereby authorized to execute and attest, respectively, said Donation Agreement.

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

PASSED this _____ day of _____ 2025.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

Tanya M. Brocke, City Clerk

EXHIBIT A
to
Resolution 2025-08

DONATION AGREEMENT

This is a Donation Agreement for described personal property between the City of Coeur d'Alene, a municipal corporation organized and existing under the laws of the state of Idaho (hereinafter referred to as the "City"), whose address is 710 E. Mullan Ave., Coeur d'Alene, Idaho 83814, and the City of Lewiston, a municipal corporation organized and existing under the laws of the state of Idaho (hereinafter referred to as the "Lewiston"), whose address is 1134 F Street, Lewiston, Idaho 83501.

WHEREAS, the City desires to donate TS1 traffic signal cabinets, internal components including but not limited to LED inserts, control boards, modules, load switches, PED buttons, etc., and related equipment and supplies thereof (hereinafter collectively referred to as the "Signal Cabinets"), owned and formerly used by the City; and

WHEREAS, the City is unwilling to make any representations or warranties whatsoever regarding the Signal Cabinets and is only willing to gift the Signal Cabinets to Lewiston on an "as is, where is" and "with all faults" basis; and

WHEREAS, Lewiston has been given a full and complete opportunity to conduct its own investigation as to any matter, fact, or issue that might influence the Lewiston's decision to accept the Signal Cabinets from the City; and

WHEREAS, Lewiston is willing to accept the Signal Cabinets from the City without any representations or warranties whatsoever regarding the Signal Cabinets, on an "as is, where is" and "with all faults" basis; and

NOW, THEREFORE,

1. The City agrees to donate the Signal Cabinets to Lewiston and Lewiston agrees to accept up to five (5) Signal Cabinets from the City on the terms and conditions set forth herein.

2. Lewiston reserves the right, at its sole discretion, to inspect and reject any donated Signal Cabinet at the time of pickup to determine if the Signal Cabinets are determined to be unsuitable or otherwise not acceptable for any reason. Any donated item rejected by Lewiston shall not be accepted or transferred under this Agreement and shall remain the sole responsibility of the City.

3. The City makes no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the Signal Cabinets donated hereby.

4. Lewiston acknowledges and accepts that the Signal Cabinets being donated by City does not include the primary central processing unit (CPU) component or any other components commonly referred to as the "brain" or the operational core of the Signal Cabinet, which must be provided for by Lewiston. Lewiston acknowledges and is aware that such components are essential

for the full operational capability of the Signal Cabinets and that their absence does not constitute a deficiency or non-conformance with the specifications of this Agreement.

5. Lewiston agrees that the City shall not be liable for any direct, indirect, incidental, special, consequential, exemplary, or punitive damages by reason of the Signal Cabinets provided under this agreement, whether in an action in contract, tort, or equity.

6. Lewiston assumes the sole and all risk of injury or harm as a result of the donation and use of the accepted Signal Cabinets, and agrees to release and forever discharge the City from all liability, claims, demands, damages, costs, expenses, and causes of action due to death, injury, loss, or damage to any person or property by the donation or use of the Signal Cabinets and related equipment and supplies.

7. Lewiston further holds harmless and agrees to indemnify and defend the City, and its employees, agents, elective, or appointive officers, and all persons acting for, by through or in any way on behalf of the City, for and from any and all claims, demands, causes of action or suits at law and equity of whatsoever kind and nature, including attorney fees and costs, arising or which may arise out of or by reason of the donation or use of the accepted Signal Cabinets and related equipment and supplies.

8. The City and Lewiston agree to execute all instruments and documents, and to take all actions reasonably necessary and appropriate to consummate the transfer and donation of the Signal Cabinets, and shall use their best efforts to consummate the transfer and donation in a timely manner.

9. This Agreement contains the entire understanding of the parties with respect to the subject matter of the Agreement and is subject to the laws of the State of Idaho. This Agreement also supersedes all other agreements and understandings, both oral and written, between the parties relating to the subject matter of the Agreement.

DATED this 1st day of April, 2025.

CITY OF COEUR D'ALENE

CITY OF LEWISTON

By _____
Woody McEvers, Mayor

By _____
Daniel G. Johnson, Mayor

ATTEST:

ATTEST:

Renata McLeod, City Clerk

Tanya M. Brocke, City Clerk

RESOLUTION 2025-19

A RESOLUTION DECLARING CERTAIN CITY PROPERTY TO BE SURPLUS; APPROVING A DONATION AGREEMENT BETWEEN THE CITY OF LEWISTON AND THE GENESEE JOINT SCHOOL DISTRICT 282 PROVIDING FOR THE DONATION OF SAID PROPERTY TO THE GENESEE JOINT SCHOOL DISTRICT 282; AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, SAID DONATION AGREEMENT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Lewiston (“City”) is the owner of a Musco Lighting, Light-Structure 2 system, including light poles, foundations, electrical cabinet, and all related components thereof, owned and formerly used by the City located at Hathaway Field, whose address is 414 Bryden Drive in Lewiston (collectively the “Property”);

WHEREAS, the City hereby determines that the Property is of no further use to the City; and

WHEREAS, the Lewiston City Council finds it is in the public interest to convey the Property to the Genesee Joint School District 282 under the terms and conditions of the Donation Agreement, without compensation, in accordance with Idaho Code §§ 50-301 and 67-2322 through 67-2324.

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

SECTION 1: The foregoing recitals are hereby incorporated into and made a part of this Resolution, including all defined terms therein.

SECTION 2: The Property is hereby determined to be of no further use to the City and is declared surplus.

SECTION 3: That a Donation Agreement between the City and the Genesee Joint School District 282, providing for the donation of the Property, is hereby approved. A copy of which is attached and incorporated herein by reference as Exhibit A.

SECTION 4: That the Mayor and City Clerk are hereby authorized to execute and attest, respectively, said Donation Agreement.

SECTION 5: This Resolution shall be in full force and effect upon its passage and approval.

PASSED this _____ day of _____ 2025.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

Tanya M. Brocke, City Clerk

EXHIBIT A
to
Resolution 2025-19

DONATION AGREEMENT

This is a Donation Agreement for described personal property between the City of Lewiston, a municipal corporation organized and existing under the laws of the state of Idaho (hereinafter referred to as the “City”), whose address is 1134 F Street, Lewiston, Idaho 83501, and the Genesee Joint School District 282, a school district organized and existing under the laws of the state of Idaho (hereinafter referred to as the “Genesee”), whose address is 330 W Ash Street, Genesee, Idaho 83832. City and Genesee may also individually be referred to as “Party” or collectively as “Parties.”

WHEREAS, the City desires to donate Musco Lighting, Light-Structure 2 system, including the light poles, foundations, electrical cabinet and all related components thereof (hereinafter referred to as the “Lights”), owned and formerly used by the City located at Hathaway Field, whose address is 414 Bryden Drive in Lewiston (the “Property”); and

WHEREAS, said Lights are valued at less than \$10,000; and

WHEREAS, the City is unwilling to make any representations or warranties whatsoever regarding the Lights and is only willing to gift the Lights to Genesee on an “as is, where is” and “with all faults” basis; and

WHEREAS, Genesee has been given a full and complete opportunity to conduct its own investigation as to any matter, fact, or issue that might influence the Genesee’s decision to accept the Lights from the City; and

WHEREAS, Genesee is willing to accept the Lights from the City without any representations or warranties whatsoever regarding the Lights, on an “as is, where is” and “with all faults” basis; and

WHEREAS, no compensation, in cash or in-kind, shall be paid by Genesee to the City for the donated property.

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

1. The City agrees to donate all right, title, and interest it may have in the Lights to Genesee and Genesee agrees to accept the Lights and related components from the City on the terms and conditions set forth herein.

2. The City makes no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the Lights donated hereby.

3. Genesee agrees that the City shall not be liable for any direct, indirect, incidental, special, consequential, exemplary, or punitive damages by reason of the Lights or their removal and relocation provided under this agreement, whether in an action in contract, tort, or equity.

4. Genesee assumes the sole and all risk of injury or harm as a result of the donation, removal, relocation, and use of the Lights, and agrees to release and forever discharge the City from all liability, claims, demands, damages, costs, expenses, and causes of action due to death, injury, loss, or damage to any person or property by the donation, removal, relocation, or use of the Lights and related components.

5. Genesee shall exercise all necessary precautions to prevent any damage to the Property during the removal process. This includes, but is not limited to, the obligation to repair any ruts created during the removal, fill and rake any holes with appropriate fill dirt, repair and replace any broken sprinkler heads, and address any other damage that may occur.

6. Genesee agrees to preserve, to the extent feasible, the irrigation control device and its associated wiring located within the Light's electrical cabinet. Genesee shall take reasonable care during all work activities to avoid disturbing or damaging the device and its wiring.

7. Genesee further holds harmless and agrees to indemnify and defend the City, and its employees, agents, elective, or appointive officers, and all persons acting for, by through or in any way on behalf of the City, for and from any and all claims, demands, causes of action or suits at law and equity of whatsoever kind and nature, including attorney fees and costs, arising or which may arise out of or by reason of the donation, removal and relocation, or use of the Lights and related components.

8. The City and Genesee agree to execute all instruments and documents, and to take all actions reasonably necessary and appropriate to consummate the transfer and donation of the Lights and shall use their best efforts to consummate the transfer and donation in a timely manner.

9. This Agreement contains the entire understanding of the parties with respect to the subject matter of the Agreement and is subject to the laws of the State of Idaho. This Agreement also supersedes all other agreements and understandings, both oral and written, between the parties relating to the subject matter of the Agreement.

DATED this ____ day of _____, 2025.

CITY OF LEWISTON

**GENESEE JOINT SCHOOL
DISTRICT 282**

By _____
Daniel G. Johnson, Mayor

By: _____
Dr. Wendy Moore, Superintendent

ATTEST:

ATTEST:

Tanya M. Brocke, City Clerk

Alan Krick, School Board Chair