



**Lewiston Urban Renewal Agency**  
**\*\* AMENDED \*\***  
**REGULAR MEETING AGENDA**  
**September 9, 2025 - 12:00 PM**  
**Lewiston City Hall – Back Conference Room – 1134 F Street**  
**Lewiston, Idaho 83501**

Seating will be available on a first-come, first-served basis.

---

**I. CALL TO ORDER**

**II. CITIZEN COMMENTS**

An opportunity for citizens to address the Agency. Citizens are asked to limit their time to three (3) minutes each. Comments and questions can be made by: 1) attending in-person; 2) emailing comments and questions prior to the start of the meeting to [sgrow@cityoflewiston.org](mailto:sgrow@cityoflewiston.org) or [dortiz@cityoflewiston.org](mailto:dortiz@cityoflewiston.org); 3) mailing written comments prior to the start of the meeting to Katie Hollingshead, PO Box 617, Lewiston ID 83501; or 4) calling 208-746-1318 x 7265 and leaving a message. Your comments will then be forwarded to the Urban Renewal Agency.

**III. ACTIVE AGENDA**

**A. APPROVAL OF MINUTES, AUGUST 5, 2025 : - Action Item ()**

**B. APPROVAL OF INVOICES**

**1. O'SULLIVAN LEGAL PLLC, LEGAL SERVICES, AUGUST 2025, \$988.25**

**2. CITY OF LEWISTON, ADMINISTRATIVE SERVICES, 2ND HALF OF 2025, \$15,177.75**

**3. ICRMP 10/1/25 TO 9/30/26 POLICY YEAR, 1/2 OF ANNUAL PREMIUM, \$1,319.00:** - Action Item ()

**C. APPROVAL OF EAST ORCHARDS SEWER REGULAR BOND PAYMENT, \$148,949.56:** - Action Item ()

**D. REVIEW OF FINANCIAL SUMMARY**

**1. JULY 2025**

**2. BREAKDOWN OF TAX INCREMENT RECEIVED** : - Presentation ()

**E. REVIEW OF BRYDEN AVENUE REVENUE ALLOCATION AREA #6 PLAN AND PRIORITIZATION OF PROJECTS (BOARD DISCUSSION AND LUKE ANTONICH TO PROVIDE UPDATE ON PROJECTS):** - Action Item ()

**F. EAST ORCHARDS SEWER PHASE 3 CONSTRUCTION UPDATE:** - Presentation ()

**IV. UNFINISHED & NEW BUSINESS**

**A. BOARD MEMBER COMMENTS**

**B. STAFF COMMENTS**

**V. 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.

August 05, 2025

---

THE URBAN RENEWAL AGENCY BOARD OF THE CITY OF LEWISTON, IDAHO, met in a regular meeting Tuesday, August 05, 2025, at Lewiston City Hall. Chairperson Sheila Bond called the meeting to order at 12:00 p.m.

**I. CALL TO ORDER**

*BOARD MEMBERS PRESENT:* Sheila Bond, Chairperson; Tim Switzer, Vice Chair; Jim Kleeburg; A.L. "Butch" Alford; Doug Havens;

*BOARD MEMBERS EXCUSED:* Joe Anderson;

*STAFF MEMBERS PRESENT:* Katie Hollingshead, URA Director;

*OTHERS PRESENT:* Thad O'Sullivan, URA Legal Counsel;

**II. CITIZEN COMMENTS**

None.

**III. PUBLIC HEARING**

**A. FISCAL YEAR 2026 BUDGET: RECIVE TESTIMONY ON THE URBAN RENEWAL AGENCY FISCAL YEAR 2026 BUDGET**

Chair Bond opened the public hearing and asked if there were any citizens in the audience who wanted to make comment. There were none. Chair Bond asked Director Hollingshead if any citizen comments had been received prior to the meeting. Director Hollingshead stated that no, no phone calls, emails or any other communication regarding the budget public hearing had been received. Chair Bond then closed the public hearing.

**IV. ACTIVE AGENDA (ACTION ITEM)**

**A. Approval of Minutes, July 08, 2025 – Action Item**

Chair Bond asked if the board had any questions or changes. There were none. Board members Kleeburg and Alford moved and seconded, respectively, to approve the minutes of July 08, 2025 as written. Motion carried 5-0.

**B. Review of Financial Summary June 2025 – Information Item**

Director Hollingshead reviewed the Financial Summary for June 2025 and stated that there wasn't much of note. Director Hollingshead will provide a more detailed review of the July financial summary since it will include tax receipts received from Nez Perce County.

**C. East Orchards Sewer Phase 3 Construction Update – Information Item**

Engineering Supervisor Joe Kaufman was unable to attend the meeting and the construction update will be added to the September meeting agenda.

**D. Approval of Invoices – Action Item**

**1. O’Sullivan Legal PLLC, Legal Services, July 2025 \$236.00**

Board member Alford and Vice Chair Switzer moved and seconded, respectively, to approve the O’Sullivan Legal PLLC invoice. Motion carried 5-0.

**2. TPC Holdings, Public Hearing Publication, July 2025 \$242.50**

Vice Chair Switzer and Board Member Havens moved and seconded, respectively, to approve the TPC Holdings invoice. Motion carried 4-0-1, with Board member Alford abstaining.

**E. Approval of the Urban Renewal Agency Fiscal Year 2026 Budget – Action Item**

Director Hollingshead stated that since the board had not requested any changes be made from the draft budget presented at the July meeting, that the same budget was again being presented for approval. Chair Bond asked if the board had any questions and there were none.

Vice Chair Switzer and Board member Alford moved and seconded, respectively, to approve the Urban Renewal Agency Fiscal Year 2026 Budget as presented. Motion carried 5-0.

**V. UNFINISHED AND NEW BUSINESS**

**A. Board Member Comments**

Board member Havens stated that he had heard that ML Albright had hit rock when working on the East Orchards Sewer Phase 3 Construction. Havens asked Director Hollingshead if she had an update on that and Director Hollingshead stated that unfortunately, she does not attend the construction meetings with the contractor and that the board would have to wait for Engineering Supervisor Kaufman to provide an update, as the City is in contract with ML Albright and is supervising the project.

**B. Staff Comments**

Director Hollingshead reviewed the URA meeting calendar for the upcoming months. September meeting is September 9 and the agenda will include a review of the Bryden Revenue Allocation Area plan and a prioritization of the projects within that plan. Director Hollingshead has already invited City Engineer Luke Antonich to speak at that meeting and will be reaching out to General Manager Barney Metz from the Lewiston Orchards Irrigation District.

October meeting is October 14 and the agenda will include a review of the East Orchards Sewer Revenue Allocation Area and the bond payment information.

November meeting is currently scheduled for November 11, which is Veteran’s Day and City offices will be closed. Director Hollingshead presented Thursday, November 13 and Tuesday, November 18 as alternate meeting dates. The board agreed that Thursday, November 13 worked best for board members to attend. The November meeting will be after the general election and City Council directed City staff to move forward with the Downtown Water line rebuild General Obligation Bond on the general

election ballot. The November agenda will include a review of the Downtown Revenue Allocation Area plan and prioritization of projects.

Board member Kleeburg added that City Council had been made aware of additional state monies that will be used toward the Downtown water line rebuild. It is currently a “handshake” deal without a set amount but will allow the total amount of the General Obligation bond to be lower.

**VI. ADJOURN (ACTION ITEM)**

There being no further business, Vice Chair Switzer and Board member Havens moved and seconded, respectively, to adjourn. The motion carried 6-0 and the Urban Renewal Agency Board adjourned at approximately 12:16 p.m.

RESPECTFULLY SUBMITTED,

ATTEST:

\_\_\_\_\_  
KATIE HOLLINGSHEAD,  
RECORDING SECRETARY

\_\_\_\_\_  
URBAN RENEWAL AGENCY CHAIR

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2025

# O'Sullivan Legal PLLC

PO Box 8027  
3120 S Grand Blvd  
Spokane, 99203  
PHONE: 5094344547

## INVOICE

INVOICE NUMBER: 425  
INVOICE DATE: SEPTEMBER 02, 2025

City of Lewiston URA  
215 D Street  
Lewiston, ID 83501

DATE	PROJECT	DESCRIPTION	HOURS	RATE	AMOUNT
AUG-05-25	General Legal	Prepare for and attend meeting	1.30	\$295.00	\$383.50
AUG-05-25	Travel	Travel to and from Lewiston for meeting	4.10	\$147.50	\$604.75
		Total amount of this invoice			\$988.25

### ACCOUNT INFORMATION

Prior account balance as of AUG-01-2025	\$236.00
Payment AUG-11-2025 - Check 1571	(\$236.00)
Invoice 425 SEP-02-2025	\$988.25
Current account balance	\$988.25

AMOUNT DUE: \$988.25



CITY OF LEWISTON  
 CITY HALL  
 1134 F STREET  
 PO BOX 617  
 LEWISTON, ID 83501

**INVOICE**  
 Customer Copy

CUSTOMER	INVOICE DATE	INVOICE NUMBER	AMOUNT PAID	DUE DATE	INVOICE TOTAL DUE		
URBAN RENEWAL AGENCY	08/05/2025	6907	\$0.00	08/05/2025	\$15,177.75		
DESCRIPTION	QUANTITY	PRICE	UOM	ORIGINAL BILL	ADJUSTED	PAID	AMOUNT DUE
ADMINISTRATIVE FEES- 2ND HALF APR 2025 - SEPT 2025	1	\$15,177.75	EACH	\$15,177.75	\$0.00	\$0.00	\$15,177.75
<b>Invoice Total:</b>					<b>\$15,177.75</b>		

URA ADMINISTRATIVE FEES

✂ DETACH AND RETURN THE PORTION BELOW WITH YOUR PAYMENT ✂

Promptly Send Payment To:



CITY OF LEWISTON  
 CITY HALL  
 1134 F STREET  
 PO BOX 617  
 LEWISTON, ID 83501

1957  
 URBAN RENEWAL AGENCY  
 PO BOX 617  
 LEWISTON, ID 83501

**INVOICE**

Remit Portion

Invoice Date	08/05/2025
Invoice Number	6907
Customer Number	1957
Amount Paid	\$0.00
Due Date	08/05/2025
<b>Invoice Total Due</b>	<b>\$15,177.75</b>
<b>Payment Terms</b>	<b>Due Upon Receipt</b>

Please write your Account Number on your check and  
 enclose this portion of the bill with your payment.  
**Make checks payable to: City of Lewiston ID**

**Member Billing Contact:**

 Katie Hollingshead  
 Lewiston Urban Renewal Agency  
 PO Box 617  
 Lewiston, ID 83501

**Invoice Date:** 9/3/2025  
**Invoice Number:** 18038 - 2026 - 1  
**Policy Period:** 10-1-25 to 9-30-26  
**Policy Number:** 45A18038100125

## Insurance Billing

DESCRIPTION
10/1/2025 - 9/30/2026 Policy Year Annual Premium: \$2,638.00  Minimum Due 10/15/2025: \$1,319.00 Balance Due 4/15/2026: \$1,319.00
For proper application, please do not combine other payments with your premium remittance.

---

Please Detach and Submit with Payment

---

 Lewiston Urban Renewal Agency  
 PO Box 617  
 Lewiston, ID 83501

**Make Checks Payable to:**

 ICRMP  
 PO Box 15116  
 Boise, ID 83715

<b>Invoice Date:</b>	9/3/2025
<b>Invoice Number:</b>	18038 - 2026 - 1
<b>Due Date:</b>	10/17/2025
<b>Minimum Due:</b>	<b>\$1,319.00</b>
<b>Amount Paid:</b>	

Write Amount Paid Here

Address Corrections? Please make changes on the back of this form and enclose with your payment.

**SUMMARY OF ICRMP PUBLIC ENTITY POLICY CHANGES  
October 1, 2025 through September 30, 2026****Key**

**CLARIFY** – Definitions or terms in the policy are altered or changed to clarify intent or define terms.

**BROADEN** – Change adds or expands coverage or adds or increases limits of insurance.

**REDUCTION** – Change removes or lowers coverage or removes or lowers limits of insurance.

*This Summary of Policy Changes outlines significant changes to coverage and/or limits of insurance. Grammatical and other formatting updates are not reflected in this summary. Refer to the Redline Policy to see every modification. Page numbers below are from the redline policy, not the final policy document.*

**A. DECLARATIONS PAGES****Item 1: *Section V limit of insurance* – REDUCTION**

Sublimit of \$200,000,000 per covered occurrence, now shared between all ICRMP members collectively. (Page D-2)

**Item 2: *Earthquake Limit of Insurance* – BROADEN**

Increased sublimit for earthquake to \$100,000,000 per covered occurrence, shared between all ICRMP members collectively. (Page D-2)

**Item 3: *Flood Type 1 Limit of Insurance* – BROADEN**

Increased sublimit for flood type 1 to \$25,000,000 per covered occurrence, shared between all ICRMP members collectively. (Page D-2)

**Item 4: *Flood Type 2 Limit of Insurance* – BROADEN**

Increased sublimit for flood type 2 to \$100,000,000 per covered occurrence, shared between all ICRMP members collectively. (Page D-2)

**Item 5: *Ordinance or Law Limit of Insurance* – REDUCTION**

Decreased sublimit for ordinance or law to be \$1,000,000 or 25% of stated value, whichever is less. (Page D-2)

**Item 6: *Property in Transit Coverage Basis* – REDUCTION**

Property in Transit sublimit is per covered occurrence AND/OR in the aggregate. (Page D-2)

**Item 7: *Service Animal Deductible* – CLARIFY**

Deductible for service animal loss stated. (Page D-2)

- Item 8:** *Equipment Breakdown Insurance Endorsement Aggregate Limit*– **REDUCTION**  
Aggregate limit to \$100,000,000 per occurrence shared between all ICRMP members collectively, instead of only public entity members. (Page D-6)
- Item 9:** *Security & Privacy Liability Endorsement* – **CLARIFY**  
Aggregate limits are shared among all members collectively, not only public entity members. (Page D-6)
- Item 10:** *Terrorism First Party Property Endorsement* – **CLARIFY**  
Endorsement language modified to match new reinsurance partner. (Page D-6)

## **B. SECTION II, GENERAL DEFINITIONS**

- Item 1:** **A. (31.) Small Unmanned Aircraft** – **CLARIFY**  
Amended definition from “UAS” to Small Unmanned Aircraft and matched definition components to FAA’s definition. (Page 5)

## **C. SECTION III, GENERAL CONDITIONS**

- Item 1:** **A. 4. a. (2). (b). (ii). 1. Cancellation and Nonrenewal** – **CLARIFY**  
Updated language to match Idaho Department of Insurance guidelines and Idaho Code related to commercial insurance. (Page 8)

## **D. SECTION V, PROPERTY INSURANCE**

- Item 1:** **Property Insurance Provided**– **CLARIFY**  
Removed sublimits within policy form itself and reference declarations page as the location to state limits of insurance and related sublimits. (Various pages within the section)
- Item 2:** **Unmanned Aircraft A. 9.** – **CLARIFY**  
Clarify intent of maximum allowable weight to takeoff weight, including everything on board or otherwise attached to aircraft. This further clarifies attached payload is considered part of overall weight of aircraft for coverage purposes. (Page 27)
- Item 3:** **Schedule of Values C. 7. a.** - **CLARIFY**  
Updated to include “property in the open” as being required to be listed on schedule of values for coverage to apply. (Page 32)
- Item 4:** **Valuation of Loss C. 8. b. 5** – **BROADEN**  
Clarified our practice of including all reasonable recovery, towing and storage costs to valuation of loss. (Page 33)
- Item 5:** **Vehicles and Mobile Equipment that are Leased or Rented** – **BROADEN**  
Now includes 3<sup>rd</sup> party loss of use claims for up to 90 days, meaning rental car company or lessor’s claim for loss of use of damaged vehicle. (Page 36)
- Item 6:** **Exclusions D. 4. I. Underground Pipes** – **REDUCTION**  
Included pipe casings as part of underground pipes exclusion. (Page 38)

## **E. SECTION VIII – GENERAL LIABILITY INSURANCE**

- Item 1:** **Exclusions C. 1. i.** – **Utilities** – **REDUCTION**  
Amended exclusion to match exclusion from ICRMP’s liability reinsurance partner. (Page 49)

## **F. SECTION X – ERRORS AND OMISSIONS INSURANCE**

### **Item 1: Exclusions D. 1. c. – Utilities – REDUCTION**

Amended exclusion to match exclusion from ICRMP's liability reinsurance partner. (Page 54)

## **G. SECTION XII – EMPLOYMENT PRACTICES LIABILITY INSURANCE**

### **Item 1: Conditions C. 2. – Deductible – REDUCTION**

Amended condition to include failure to appoint or re-appoint. Also removed duplicative language. (Page 57)

## **H. SECTION XV, ENDORSEMENTS**

### **Item 1: #2 Security & Privacy Liability Endorsement. – CLARIFY**

Updated language to match new reinsurance partner. This is a complete change of language. (Pages 65-93)

### **Item 2: #6 Equipment Breakdown Insurance Endorsement. – CLARIFY**

Updated language to match new reinsurance partner. This is a complete change of language. (Pages 96-111)

### **Item 3: #9 Terrorism For First Party Property Endorsement. – CLARIFY**

Updated language to match new reinsurance partner. This is a complete change of language. (Pages 114-118)

**URBAN RENEWAL AGENCY**  
**FISCAL YEAR 2025**  
**SUMMARY OF ACTIVITY (as of 7/31/25)**

	DATE	East Main (#4)	East Orchards Sewer (#5)	Bryden (#6)	Downtown/Normal Hill (#7)	Total
<b>9/30/2024</b>		<b>4,456.40</b>	<b>1,819,569.90</b>	<b>1,430,802.55</b>	<b>336,479.69</b>	<b>3,591,308.54</b>
<b>RECEIPTS:</b>						
Monthly Urban Renewal Collections (Property Tax)	OCT'24-SEPT'25	470.03	706,718.60	546,949.35	299,320.66	1,553,458.64
Reimbursements	OCT'24-SEPT'25					-
City of Lewiston PW Reimbursement						-
Twin River Bank Interest Earned	OCT'24-SEPT'25		1,159.19	988.53	528.30	2,676.02
State Investment Interest Earned	OCT'24-SEPT'25		31,289.24	60,110.42	15,078.23	106,477.89
<b>EXPENDITURES:</b>						
1550 - Pmt to O'Sullivan Legal PLLC	OCT'24	(33.12)	(33.12)	(33.13)	(33.13)	(132.50)
1041BB - Pmt to City of Lewiston	OCT'24		(101,974.75)			(101,974.75)
1551 - Pmt to City of Lewiston	NOV'24	(2,805.82)				(2,805.82)
1552 - Pmt to Nez Perce County	NOV'24	(1,661.28)				(1,661.28)
1553 - Pmt to Lewiston School District	NOV'24	(392.44)				(392.44)
1554 - Pmt to Port of Lewiston	NOV'24	(33.77)				(33.77)
1555 - Pmt to O'Sullivan Legal PLLC	NOV'24		(79.50)	(79.50)	(79.50)	(238.50)
1556 - Pmt to O'Sullivan Legal PLLC	JAN'25		(97.17)	(97.17)	(97.16)	(291.50)
1557 - Pmt to Redevelopment Association	FEB'25		(1,533.34)	(1,533.33)	(1,533.33)	(4,600.00)
1558 - Pmt to O'sullivan Legal PLLC	FEB'25		(236.00)	(236.00)	(236.00)	(708.00)
1559 - Pmt to O'Sullivan Legal PLLC	MAR'25		(216.34)	(216.33)	(216.33)	(649.00)
1560 - Pmt to ICRMP	MAR'25		(435.34)	(435.33)	(435.33)	(1,306.00)
1561 - Pmt to City of Lewiston	MAR'25		(5,059.25)	(5,059.25)	(5,059.25)	(15,177.75)
1562 - Pmt to O'Sullivan Legal PLLC	APR'25		(167.17)	(167.17)	(167.16)	(501.50)
1563 - Pmt to O'Sullivan Legal PLLC	MAY'25		(295.00)	(295.00)	(295.00)	(885.00)
1564 - Pmt to Presnell Gage PLLC	MAY'25		(1,783.34)	(1,783.33)	(1,783.33)	(5,350.00)
1565 - Pmt to Elam & Burke	MAY'25		(8.34)	(8.33)	(8.33)	(25.00)
1566 - Pmt to Lewiston Tribune	MAY'25		(8.91)	(8.91)	(8.90)	(26.72)
Banner Bank Paper Statement Fee	MAY'25		(3.00)			(3.00)
Banner Bank Paper Statement Fee Credit	JUN'25		3.00			3.00
1567 - Pmt to O'Sullivan Legal PLLC	JUL'25		(108.17)	(108.16)	(108.17)	(324.50)
1568 - Pmt to Elam & Burke	JUL'25		(332.50)	(332.50)	(332.50)	(997.50)
1569 - Pmt to O'Sullivan Legal PLLC	JUL'25		(49.17)	(49.17)	(49.16)	(147.50)
						-
						-
						-
						-
						-
<b>BALANCE</b>		<b>(0.00)</b>	<b>2,446,319.52</b>	<b>2,028,408.24</b>	<b>640,964.30</b>	<b>5,115,692.06</b>
<b>Restricted &amp; Reserved Funds</b>						
#5 Debt Service Reserve Primary - Banner <sup>1</sup>			(228,518.63)			(228,518.63)
#5 Debt Service Reserve Secondary - Banner <sup>1</sup>			(400,000.00)			(400,000.00)
#5 Capitalized Interest - Banner			-			-
<b>AVAILABLE FUNDS</b>		<b>(0.00)</b>	<b>1,817,800.89</b>	<b>2,028,408.24</b>	<b>640,964.30</b>	<b>4,487,173.43</b>

	East Main (#4)	East Orchards Sewer (#5)	Bryden (#6)	Downtown/Normal Hill (#7)	Total
Twin River National Bank	(0.00)	301,578.86	251,169.16	148,007.01	700,755.03
Banner Bank - Public Funds Checking Unrestricted		399,939.66		-	399,939.66
Banner Bank - Public Fund Checking Restricted		628,518.63		-	628,518.63
State Investment Pool Fund		-	1,777,239.19	492,957.41	3,386,479.09
	<b>(0.00)</b>	<b>2,446,319.64</b>	<b>2,028,408.35</b>	<b>640,964.42</b>	<b>5,115,692.41</b>

<sup>1</sup>URA is committed to reimbursing the City \$552,787.59 upon the debt service reserve being released by the bank.



# D2 Breakdown of increment recieved FY24 and FY25

Taxing Entity	Percent of Increment
City of Lewiston	57.34%
Nez Perce County	33.95%
Lewiston School District	8.02%
Port of Lewiston	0.69%

Fiscal Year 2024 (ending 9/30/24)	Increment Collected
Main East Main (MEM)	\$555,204.82
East Orchards Sewer (EOS)	\$685,823.38
Bryden	\$544,722.38
Downtown	\$252,746.74
<b>TOTAL</b>	<b>\$2,038,547.32</b>

Main East Main was closed in 2024

Fiscal Year 2024	Total Share	MEM	EOS	Bryden	Downtown
City (57.34%)	\$1,168,903.03	\$318,354.44	\$393,251.13	\$312,372.48	\$144,924.98
County (33.95%)	\$692,086.82	\$188,492.04	\$232,837.04	\$184,950.22	\$85,807.52
School (8.02%)	\$163,491.50	\$44,527.43	\$55,003.03	\$43,690.74	\$20,270.29
Port (.69%)	\$14,065.97	\$3,830.91	\$4,732.18	\$3,758.94	\$1,743.95
<b>TOTAL</b>	<b>\$2,038,547.32</b>	<b>\$555,204.82</b>	<b>\$685,823.38</b>	<b>\$544,772.38</b>	<b>\$252,746.74</b>

Main East Main Close out	\$ returned to taxing entities
City (57.34%)	\$650,747.82
County (33.95%)	\$385,296.28
School (8.02%)	\$91,018.44
Port (.69%)	\$7,830.76
<b>TOTAL</b>	<b>\$1,134,893.30</b>

Fiscal Year 2025 (to current as of 7/31/25)	Increment Collected
East Orchards Sewer (EOS)	\$706,718.60
Bryden	\$546,949.35
Downtown	\$299,320.66
<b>TOTAL</b>	<b>\$1,552,988.61</b>

Fiscal Year 2025 (to current as of 7/31/25)	Total Share	EOS	Bryden	Downtown
City (57.34%)	\$890,483.67	\$405,232.44	\$313,620.76	\$171,630.47
County (33.95%)	\$527,239.63	\$239,930.96	\$185,689.30	\$101,619.36
School (8.02%)	\$124,549.69	\$56,678.83	\$43,865.34	\$24,005.52
Port (.69%)	\$10,715.62	\$4,876.37	\$3,773.95	\$2,065.31
<b>TOTAL</b>	<b>\$1,552,988.61</b>	<b>\$706,718.60</b>	<b>\$546,949.35</b>	<b>\$299,320.66</b>

# Memo



---

**To: URBAN RENEWAL AGENCY**  
**From: Katie Hollingshead, URA DIRECTOR**  
**Date: SEPTEMBER 2, 2025**  
**Re: BRYDEN AVENUE REVENUE ALLOCATION AREA**

---

In 2018 Lewiston City Council adopted Ordinance 4732 approving the Urban Renewal Plan for Revenue Allocation Area #6 Bryden Avenue.

The Bryden Avenue Plan establishes a base assessment roll as of January 1, 2018 and its term end December 10, 2038.

Revenues generated through the term of RAA #6 will be used for the widening of Bryden Avenue from 4<sup>th</sup> Street to Thain, including roadway surface, curb, gutter, sidewalk, streetlights and timing, all utilities, water lines, sewer lines, stormwater and other matters related thereto.

Original projections for tax increment revenues for Bryden Avenue were \$2.7 to \$4.4 million. Current projections for tax increment revenues are \$9.1 million at the termination of the RAA in 2038.

In 2022, the Urban Renewal Agency entered into a reimbursement agreement with the Lewiston Orchards Irrigation District stating that the Urban Renewal Agency would reimburse the Lewiston Orchards Irrigation District up to 50% of water infrastructure construction costs for work consisting of replacing domestic and irrigation water mains in Bryden Avenue with 12" pipe and reconnecting the services and fire hydrants to the new main all within public right of way or within a public utility easement and within RAA #6.

Included in the packet, following this memo, is Bryden Avenue RAA #6 increment projects with expenses to date, excerpts from the RAA #6 plan with the project information and the reimbursement agreement with Lewiston Orchards Irrigation District.

**BRYDEN RAA**

	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
Increment (est in 2026 on)			\$ 58,796.07	\$ 130,965.36	\$ 287,980.35	\$ 475,369.83	\$ 544,772.38	\$ 546,949.35	\$ 545,000.00	\$ 545,000.00	\$ 545,000.00	\$ 545,000.00
Interest income				\$ 241.35	\$ 546.13	\$ 6,363.65	\$ 46,842.09	\$ 61,098.95	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
Expenses			\$ -	\$ 8,091.51	\$ 82,550.86	\$ 19,163.56	\$ 11,396.04	\$ 10,678.61	\$ 16,800.00	\$ 16,800.00	\$ 16,800.00	\$ 16,800.00
<b>Funds Available</b>			<b>\$ 58,796.07</b>	<b>\$ 182,038.58</b>	<b>\$ 388,014.20</b>	<b>\$ 850,584.12</b>	<b>\$ 1,430,802.55</b>	<b>\$ 2,028,172.24</b>	<b>\$ 2,576,372.24</b>	<b>\$ 3,124,572.24</b>	<b>\$ 3,672,772.24</b>	<b>\$ 4,220,972.24</b>

<b>2030</b>	<b>2031</b>	<b>2032</b>	<b>2033</b>	<b>2034</b>	<b>2035</b>	<b>2036</b>	<b>2037</b>	<b>2038</b>
\$ 545,000.00	\$ 545,000.00	\$ 545,000.00	\$ 545,000.00	\$ 545,000.00	\$ 545,000.00	\$ 545,000.00	\$ 545,000.00	\$ 545,000.00
\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
\$ 16,800.00	\$ 16,800.00	\$ 16,800.00	\$ 16,800.00	\$ 16,800.00	\$ 16,800.00	\$ 16,800.00	\$ 16,800.00	\$ 16,800.00
<b>\$ 4,769,172.24</b>	<b>\$ 5,317,372.24</b>	<b>\$ 5,865,572.24</b>	<b>\$ 6,413,772.24</b>	<b>\$ 6,961,972.24</b>	<b>\$ 7,510,172.24</b>	<b>\$ 8,058,372.24</b>	<b>\$ 8,606,572.24</b>	<b>\$ 9,154,772.24</b>

## DUTIES

The URA is responsible for writing and administering the urban renewal plan adopted by the City Council and associated record keeping and retention. The URA shall have the same fiscal year as the City of Lewiston and shall be subject to the same audit requirements as a municipality. As required by the Law and the Act, the Agency will adopt more specific budgets annually. The Agency will report on its activities at least once per year to the City Council. This annual report will address all requirements in Statute including an accounting of the Agency's activities and financial position.

The Agency will comply with all statutory requirements including the Local Government Entity Registry and the State Tax Commission Reporting Repository for Urban Renewal Plans.

The URA Board shall meet regularly to discuss URA business. The URA will seek ways to increase the overall tax base with the goal of ultimately turning the tax revenues over to the local governmental taxing entities. The URA will dispose of all assets upon expiration of the Revenue Allocation Area in 12/10/38. A disposal plan will be developed in consultation with the other taxing entities closer to the termination date.

## SOURCE OF AGENCY REVENUES

The agency will contribute to financing the projects described in this plan using a revenue allocation area (RAA). The base year for this area is 2018. Increases in the valuation resulting from new growth or appreciation over the base year, multiplied by current levies of the four taxing districts, generates the revenues for URA investment. This revenue value is called the "increment". The City of Lewiston contributes most of the increment available to the Agency. *See Exhibits 1 and 2.*

It should be noted that Exhibit 2 reflects conditions as of 06/20/2018; RAA #3, RAA #4 and RAA #5 are open.

## FINANCING IMPROVEMENTS

The Agency may issue bonds that are special obligations payable from the tax increment as described earlier in this document or payable from any funds available to the authority in connection with any urban renewal project. The bonds are obligations of the Agency and are not an indebtedness of the City.

The Agency may fund projects with any revenues on-hand, or commit, in partnership with other private or public entities to fund projects over time as revenues materialize. The "pay as you go" method is ideal for small or phased projects and avoids costs associated with issuing bonds. In RAA #6, the Agency anticipates that the City will continue with design work along the corridor starting with the 4<sup>th</sup> to 7<sup>th</sup> Street segment. With a design in hand, the city can apply for federal funds allocated by the state for roadway construction

(STP). STP funds require a local match, currently at +/- 7.5%. Bryden Avenue increment will fund the local match. Other financial partners may be needed to cover improvements not eligible for STP funding, such as utilities.

Securing STP funds is approximately 10 years out. They will be used to fund engineering design and construction. Prior to that time (year 2-9), and subject to available increment, the URA could fund necessary appraisals for right of way acquisition, acquisition and design work. Construction will occur years 11-13. The remaining years (14-20) are expected to focus on paying off any debts incurred. All Project timelines reflect the best information available at this time, but may be subject to changes outside of the URA's control.

The Agency anticipates entering into an agreement with the City of Lewiston regarding the funding of the urban renewal projects described in this Plan shortly after this Plan is approved by the City of Lewiston.

#### **ELIGIBLE PROJECT ACTIVITIES**

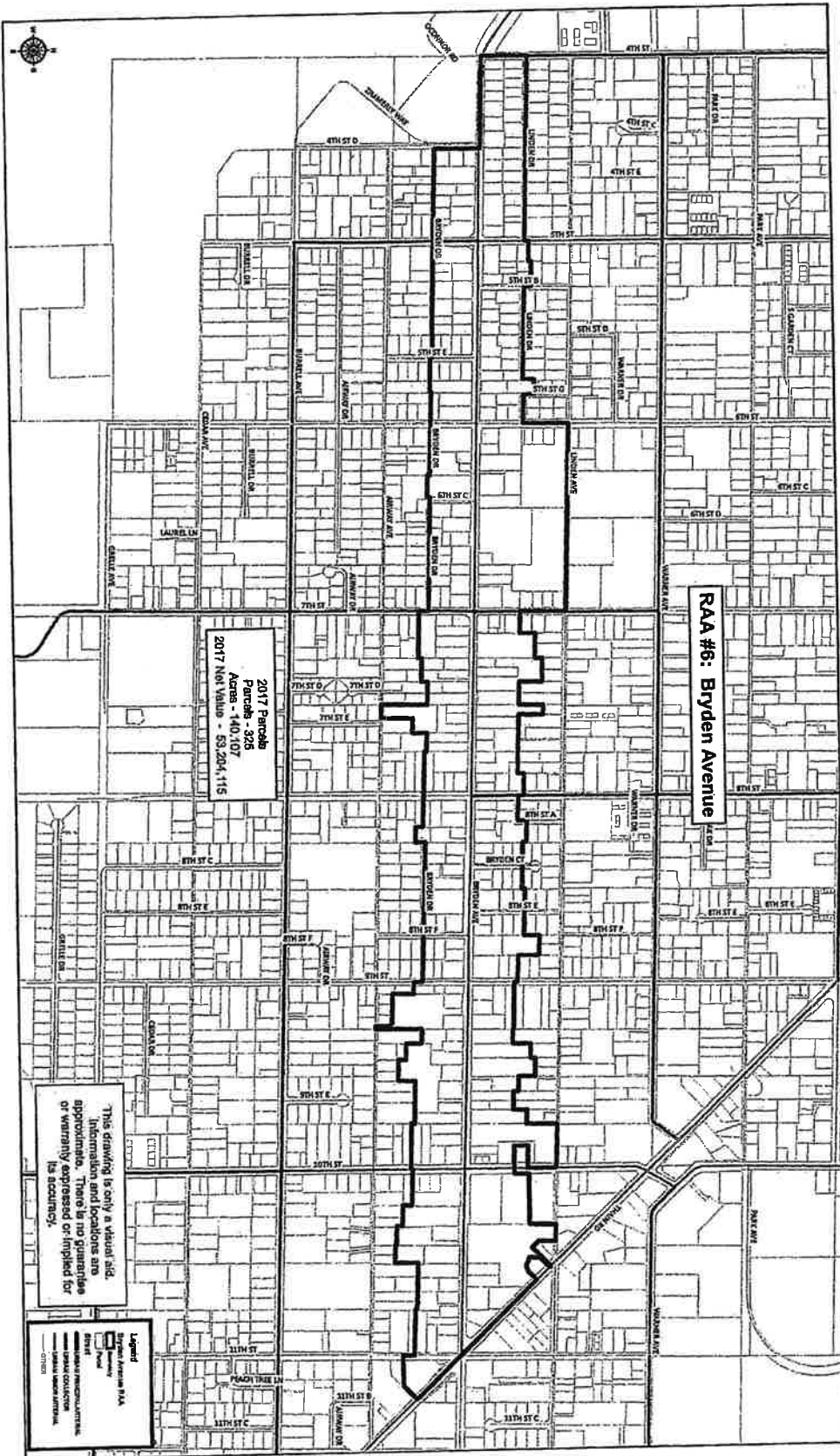
Idaho State Statutes establish the activities in which an urban renewal agency is allowed to engage. Project elements and activities include:

- Acquisition of deteriorated areas and real property;
- Management of any property acquired by the agency;
- Demolition and removal of buildings and improvements;
- Construction or reconstruction of streets, utilities (including sewer, water, storm drainage, fiber, electrical or natural gas distribution), parks, playgrounds, off-street parking facilities, public facilities or buildings, walkways, public open space, visitor information center;
- Disposition of any property at fair market value, except for disposition of property to another public body that can be at less than fair market value;
- Telecommunication infrastructure;
- Issuance of bonds, notes or other financial obligations from time to time; and
- All other actions as necessary or authorized under State law to accomplish this Plan.



EXHIBIT 3: MAP

City of Lewisiston  
COMMUNITY DEVELOPMENT



## **COOPERATION BETWEEN THE CITY AND AGENCY**

The Agency recommends that the City aid and cooperate with the Agency in carrying out this Plan and take all actions necessary to ensure the continued fulfillment of the purposes of this Plan and prevent the recurrence or spread in the area of conditions causing deterioration.

In addition to the above, by adoption of this plan, the City commits to take the following actions:

- (a) Accept ownership and on-going maintenance of improvements made by the URA in the public domain (excepting improvements retained by a public utility for the Community's benefit, a special district or those dedicated to another taxing entity).
- (b) Apply zoning, land development standards and business licensing strategies to further the objectives of this plan.
- (c) Negotiate agreements with the Agency for administration, support services, funding sources, personnel, office space and the like.
- (d) Negotiate the transfer and or purchase of private land or easements necessary to implement the project.
- (e) Undertake and complete any other proceedings necessary to carry out projects.

## **DESCRIPTION OF PROJECTS**

### ***BRYDEN AVENUE***

The Bryden Avenue revenue allocation area is within the City of Lewiston and determined to be eligible for urban renewal. It is part of the area that the Urban Renewal Agency (URA) is authorized to work. In order to "activate" the Revenue Allocation Area (RAA), a plan has to be developed and adopted by the City Council. The base year of the plan will be the year in which the plan is adopted, 2018.

Tax increment revenues for Bryden Avenue are projected at \$2.7 to \$4.4 million, depending on assumed appreciation rates. Two scenarios are put forward, one holding appreciation at 1% per year. A second scenario steps up appreciation to 2% at year six, and 3% at year 11-20.

See Appendix C.

The Bryden Corridor is the subject of attention for a variety of reasons, including waterlines that have reached the end of their useful life and are now obsolete, fire

hazards, declining property values, stagnating development, dangerous traffic conditions, faulty lot layout and development relative to the right of way.

**TRAFFIC CONDITIONS IN THIS AREA ARE UNSAFE, DUE TO DEFECTIVE OR INADEQUATE STREET LAYOUT.**

Lewiston's Long Range Transportation Plan (LRTP) updated in 2013 identified significant, existing congestion on Bryden Avenue (LRTP Chapter 2 pg. 3) that is expected to become progressively worse by year 2040 (LRTP Chapter 5 pg. 15). As a result, improvement of the Corridor is one of the highest ranked projects in the LRTP (Chapter 8 pg. 7). Improvement of the Corridor from 4<sup>th</sup> to Thain is recommended at an estimated cost of \$13.9 million (Chapter 7 pg. 17). Costs include roadway surface, curb, gutter and sidewalk, roadway induced storm water and right of way acquisitions. Costs do not include sub-surface utilities.

In the four years leading up to the Plan adoption, the intersections of Bryden and 7<sup>th</sup> and Bryden and 10<sup>th</sup> had 23 and 25 crashes respectively. The Plan recommended a specific and detailed plan for the Corridor to be developed as part of the Long Range Transportation Plan implementation (Chapter 8 pg. 7). The Plan notes that an average of 56.8 collisions occur per year along the 1.75 mile Corridor, making it a High Accident Corridor (Exhibit 2, Bryden Avenue Corridor Study page iv). Bryden and Seventh Avenue was evaluated recently as part of the Airport Area Circulation Study. From 2011 to 2015, that one intersection had 52 crashes and a crash frequency rate of 1.96 (Exhibit 3, Airport Area Circulation Plan pg. 13). It appears that congestion and crash frequencies are increasing. Existing Level of Service is "D" for both the AM and PM Peak Hours. "High traffic volumes, high volumes overall, potential signal timing deficiencies and deficient lighting are prevailing themes as the cause of collisions. The provision of additional roadway widening, improved signal timing and improved lighting are mitigations for these causes. . .". Lewiston Police Department call data indicates the annual average accident rate in the Corridor is 56.5 in 2016 and 2017. Congestion and accidents along the corridor drive calls for service for Fire and Police personnel. According to the Fire Chief, the corridor "creates an issue for emergency responses due to lack of adequate access and travel routes". Sidewalks do not exist along much of the corridor. Based on its Arterial Road classification, Bryden Avenue should have an 80' right of way, whereas the existing right of way averages 60'.

Bryden Avenue's collision history marks it as a High Accident Corridor. It is unsafe for motorists, emergency services personnel, bicycles and pedestrians.

**BRYDEN AVENUE IS INADEQUATE TO HANDLE THE EXISTING AND PROJECTED VOLUMES OF TRAFFIC.**

As addressed above, the corridor presents current and projected traffic volume concerns. Increasing the width of the Bryden Avenue right of way from 60' to 80' improves safety by:

1. Providing room for designated turn pockets or turn lanes reducing conflicts between cars in que and flow through traffic;
2. Providing room for islands to control or limit specific turning movements;
3. Providing for stormwater collection and conveyance away from private property;
4. Providing room for utility placement, maintenance and repair outside of the travel lane;
5. Providing a designated shoulder (recovery area); and
6. Providing for sidewalks.

**WATER LINES IN BRYDEN AVENUE ARE INADEQUATE AND OBSOLETE, CREATING UNSAFE AND UNSANITARY CONDITIONS.**

The water lines in Bryden Avenue are deteriorated and inadequate. The Lewiston Orchards Irrigation District (LOID) provides water service along the Bryden Avenue Corridor for domestic uses, irrigation and fire flows. LOID reports that the piping system is a mix of sizes and materials. Four blocks are served by lines 4" or smaller (blocks 500, 700, 800 and 900). The 600 block is extremely limited with no main over 6". The 400 block has a 6" main. The 1000 block is 8" on the west half and a mix of smaller sizes on the east. The LOID indicates that a 12" line for domestic uses and a second 12" line for irrigation purposes are needed to service this main east west corridor in the Orchards.

Only three sizable development projects have occurred along Bryden Avenue in the last decade (Tullamore, Southgate Plaza and Kinsale). Each project was hampered by the lack of water service in Bryden and incurred significant costs to extend lines into the property. Water mains had to be tapped in Airway and Linden Avenues. Fire hydrants had to be installed inside Southgate proper to meet fire hydrant spacing requirements. Inadequate water is a constraint to development and redevelopment. When lines are not sufficient to support a hydrant and/or the system is not looped and interconnected, fire flows suffer and service is less reliable. The Lewiston Fire Chief has expressed concern for firefighter and citizen safety resulting from a lack of water for fire suppression.

The water system is deteriorated, and the lack of adequate water creates unsafe conditions, including the potential loss of life and property by fire. Therefore, obsolete water volume and water infrastructure due to obsolesce make the Bryden Corridor a deteriorated and blighted site within the City of Lewiston.

**BRYDEN IS A DETERIORATED CORRIDOR WHERE THE CITY HAS ATTEMPTED TO INCENTIVIZE DEVELOPMENT WITH VERY LIMITED SUCCESS.**

The Corridor was rezoned to allow commercial development in 2005. Since that time, 5 houses have converted to commercial uses and one new commercial structure was built. The only bright spot is the existing shopping center that has undergone substantial renovation. But even with that project, the city contributed \$33,600 in waived building permit fees to secure construction of 24 apartment units.

Two other residential projects (Tullamore and Kinsale apartments) received \$3,752,910 and \$1,504,470 in public monies. A single-family unit was renovated with \$12,975 in Community Development Block Grant funds. These public investments did not provide the desired catalyst for private investment.

Property values along Bryden attest to the market conditions created by the traffic congestion and other limited infrastructure. Of five areas studied, Bryden Avenue had the lowest average sales price per square foot from 2010 to 2017. It was \$66 per sq. ft. whereas four other areas studied were \$66.45 (9th Ave.) \$78.59, \$83.23 and \$104.07. Recent sales along Ninth Avenue have averaged \$116.14 per square foot. Bryden properties had by far the longest average days on the market at 240, whereas the other study areas had 78, 94, 132 and 146 days.

**FAULTY LOT LAYOUT IN RELATION TO SIZE, ADEQUACY, ACCESSIBILITY OR USEFULNESS CREATE BLIGHT CONDITIONS ALONG THE BRYDEN CORRIDOR.**

Improving Bryden will be difficult not only from a cost perspective, but also because of the 172 individual parcels along the corridor. Right of way for roadway widening will be required on 151 parcels; potentially a multi-year effort. (Bryden Avenue Corridor Study, 80' wide ROW Alternative). Faulty lot lay out and development have hampered accessibility and created traffic issues, resulting in blighted conditions.

**DIVERSITY OF OWNERSHIP SUBSTANTIALLY ARRESTS THE SOUND GROWTH OF LEWISTON IN REGARDS TO THE NEED TO WIDEN BRYDEN AVENUE.**

Final project design, bidding and construction to implement the improvements needed, cannot proceed without all right of way issues addressed. Right of way will need to be acquired or the design modified, along the length of the corridor. The number of individual property owners involved, approximately 150, will make right of way acquisition a lengthy process. Private individual development will not address this large-scale problem affecting multiple properties. Therefore, diversity of ownership arrests the sound growth of Lewiston.

It is proposed that needed right of way and/or acquisition of easements commence once funds are available. It would be ideal to approach owners when properties come onto the market for sale. If the right of way acquisition takes the entire front yard, the URA should

consider whether the entire property needs to be acquired. Circumstance would dictate whether the land should be cleared and/or offered for sale to facilitate land assembly. Fewer, larger projects along the corridor would result in fewer driveways/access points, enhanced traffic control and improved safety. Right of way acquisition will need to follow federal rules regarding appraisals, environmental review and the like.

#### **BRYDEN AVENUE FINDING OF DETERIORATED CONDITIONS.**

The infrastructure along the Bryden Corridor is obsolete and inadequate for existing and/or future development. This appears to have directly caused stagnating or declining property values and impaired economic development. Conditions along the corridor that pose a danger to life and property include traffic congestion, dangerous intersections, driveway incursions, lack of sidewalks and bicycle lanes, and water volumes inadequate for effective fire suppression. The deterioration on the Bryden Corridor has resulted in economic underdevelopment and impairment of growth in the area as well as a menace to the public health, safety and welfare of the Corridor. The combination of these factors and effects lead to a conclusion of blighted conditions along the Bryden Corridor.

It is clear that water infrastructure is obsolete, inadequate and poses a number of hazards. Factors relevant to these conditions are:

1. The presence of a substantial number of deteriorated or deteriorating structures.
2. Unsanitary or unsafe conditions.
3. Deterioration of site or other improvements.
4. The existence of conditions which endanger life or property by fire or other causes.

The factors identified in above, as well as predominance of defective or inadequate street layout, indicate that the Bryden Corridor has economic stagnation due to these statutory factors.

<b>PROJECT SUMMARY ESTIMATED COSTS<sup>(1)</sup></b>			
<b>Bryden Avenue Widening <sup>(2)</sup></b>	\$1,042,500		\$12,857,500
<b>Water System <sup>(3)</sup></b>	1,687,000		1,687,000 LOID
<b>Sanitary Sewer System<sup>(4)</sup></b>	1,179,500		1,179,500

(1) A formal cost sharing agreement has not yet been approved.

(2) In 2012 dollars

(3) Projected 2027 costs

(4) In 2018 dollars

### ***OTHER PROJECTS AND REVENUE ALLOCATION AREAS***

In developing Revenue Allocation Area #6, Bryden Avenue, the Agency discussed other areas that could be considered blighted, or lacking sufficient infrastructure to support land development, such as Lewiston High School and circulation around the Airport. Another Revenue Allocation Area may not be formed until Lewiston's taxable value grows considerably or an existing RAA is closed. This Plan only addresses Bryden Avenue.

### **ECONOMIC FEASIBILITY STUDY**

Costs to widen Bryden Avenue (roadway improvements, not utilities) were determined through a nine month \$80,000 engineering analysis funded jointly by the Metropolitan Planning Organization and the City of Lewiston.

Improvements needed for the Central Orchards Sewer District were determined through a 3 month, \$11,500 analysis. Lewiston Orchards Irrigation District determined cost of needed improvements in house, using decades of experience with similar projects as a guide.

Cost of projects described for Area #6 exceed projected revenues. The Agency will be tasked with finding other sources of revenues to complete the projects, phasing the project, or reducing the project scope. See Appendix C for an economic feasibility analysis using increment projections.

### **FISCAL IMPACT TO OTHER TAXING ENTITIES**

It is expected that the agency will complete the projects described in this plan and scoped as part of their annual budget throughout the duration of this Plan and Revenue Allocation Area #6 (12/10/2038).

Section 63-301A, Idaho Code, prohibits taxing entities from including, as part of the new construction roll, the increased value of new construction within the revenue allocation area until the revenue allocation authority is terminated. Any new construction within the Urban Renewal District will no longer be available for inclusion by the taxing entities to increase their budgets. Therefore, less tax revenue projected in the future will be available to those taxing entities. Generally, the impact on those entities could be determined by taking the Agency's projected revenue and distributing the funds in the same ratio as the respective levy rates of each taxing district.

Appendix C incorporates estimates of increment revenue flowing to the Agency. If the appreciation or overall levy rate is less than assumed, the Agency will receive less funds from revenue allocation. Market value changes and levy rates are influenced by many factors beyond the Agency's control, so the actual numbers may vary.

Revenue projections in Appendix C will give the other taxing entities a sense of the fiscal

impact they might experience prior to the termination of the Agency if all increment revenue materializes and is directed to the described capital projects. Revenue estimates are based on the Agency's present knowledge and expectations.

Using the 2018 Tax Year levies, the four taxing entities will forego an estimated \$2.7 million to \$4.4 million over the life of the project in tax revenues. Two estimates are provided reflecting differing assumptions on appreciation rate and use of foregone taxes.

City of Lewiston: \$2,676,335 (\$134,000 average over 20 years)

County of Nez Perce: \$1,466,243

Lewiston Independent School District No. #1: \$242,901

Port of Lewiston: \$30,915

The total base value contained in the RAA in 2018 is estimated at \$54,270,325, 2.47% of the total assessed value in the municipality. The total assessed value of the City of Lewiston in Tax Year 2018 is \$2,196,276,600.

#### **CONCLUSION AND RECOMMENDATION**

The Urban Renewal Agency of the City of Lewiston, in cooperation with the City of Lewiston, believes exercising the powers provided by Statute will benefit all residents of the Community.

Appendix C:  
Revenue Projections

**Bryden Avenue A**

Appreciation Rate 1.01  
Tax Levy (b) 0.016165472

Year	RAVA Value (a)	Incremental Value (c)	Tax Increment	Tax Increment Running Total
1	\$ 54,270,325	\$ 54,813,028	\$ 52,703	\$
2	\$ 55,361,159	\$ 4,590,834	\$ 8,773	\$ 8,773
3	\$ 55,914,770	\$ 5,144,445	\$ 74,213	\$ 82,986
4	\$ 56,473,918	\$ 5,703,593	\$ 83,162	\$ 166,148
5	\$ 57,038,657	\$ 6,268,332	\$ 89,429	\$ 255,578
6	\$ 57,609,044	\$ 6,838,719	\$ 92,284	\$ 347,862
7	\$ 58,185,134	\$ 7,414,809	\$ 107,227	\$ 455,089
8	\$ 58,766,985	\$ 7,996,660	\$ 116,250	\$ 571,339
9	\$ 59,354,655	\$ 8,584,330	\$ 125,383	\$ 696,722
10	\$ 59,948,202	\$ 9,177,877	\$ 134,619	\$ 831,341
11	\$ 60,547,844	\$ 9,777,359	\$ 143,964	\$ 975,305
12	\$ 61,153,161	\$ 10,382,836	\$ 153,404	\$ 1,128,709
13	\$ 61,764,692	\$ 10,994,367	\$ 162,936	\$ 1,291,645
14	\$ 62,382,399	\$ 11,612,014	\$ 172,562	\$ 1,464,207
15	\$ 63,006,163	\$ 12,235,838	\$ 182,270	\$ 1,646,477
16	\$ 63,636,234	\$ 12,865,899	\$ 191,951	\$ 1,838,428
17	\$ 64,272,586	\$ 13,502,261	\$ 201,713	\$ 2,040,141
18	\$ 64,915,312	\$ 14,144,987	\$ 211,558	\$ 2,251,699
19	\$ 65,564,665	\$ 14,794,140	\$ 221,486	\$ 2,473,185
20	\$ 66,220,110	\$ 15,449,785	\$ 231,494	\$ 2,704,679

**Bryden Avenue B**

Appreciation Rate 1.01  
Tax Levy 0.016165472

Year	RAVA Value	Incremental Value (c)	Tax Increment	Tax Increment Running Total
1	\$ 54,270,325	\$ 54,813,028	\$ 52,703	\$
2	\$ 55,361,159	\$ 4,590,834	\$ 8,773	\$ 8,773
3	\$ 55,914,770	\$ 5,144,445	\$ 74,213	\$ 82,986
4	\$ 56,473,918	\$ 5,703,593	\$ 83,162	\$ 166,148
5	\$ 57,038,657	\$ 6,268,332	\$ 89,429	\$ 255,578
6	\$ 57,609,044	\$ 6,838,719	\$ 92,284	\$ 347,862
7	\$ 58,185,134	\$ 7,414,809	\$ 107,227	\$ 455,089
8	\$ 58,766,985	\$ 7,996,660	\$ 116,250	\$ 571,339
9	\$ 59,354,655	\$ 8,584,330	\$ 125,383	\$ 696,722
10	\$ 59,948,202	\$ 9,177,877	\$ 134,619	\$ 831,341
11	\$ 60,547,844	\$ 9,777,359	\$ 143,964	\$ 975,305
12	\$ 61,153,161	\$ 10,382,836	\$ 153,404	\$ 1,128,709
13	\$ 61,764,692	\$ 10,994,367	\$ 162,936	\$ 1,291,645
14	\$ 62,382,399	\$ 11,612,014	\$ 172,562	\$ 1,464,207
15	\$ 63,006,163	\$ 12,235,838	\$ 182,270	\$ 1,646,477
16	\$ 63,636,234	\$ 12,865,899	\$ 191,951	\$ 1,838,428
17	\$ 64,272,586	\$ 13,502,261	\$ 201,713	\$ 2,040,141
18	\$ 64,915,312	\$ 14,144,987	\$ 211,558	\$ 2,251,699
19	\$ 65,564,665	\$ 14,794,140	\$ 221,486	\$ 2,473,185
20	\$ 66,220,110	\$ 15,449,785	\$ 231,494	\$ 2,704,679

**Bryden Avenue B**

Appreciation Rate 1.03  
Tax Levy 0.016165472

Year	RAVA Value	Incremental Value (c)	Tax Increment	Tax Increment Running Total
1	\$ 54,270,325	\$ 54,813,028	\$ 52,703	\$
2	\$ 55,361,159	\$ 4,590,834	\$ 8,773	\$ 8,773
3	\$ 55,914,770	\$ 5,144,445	\$ 76,213	\$ 84,986
4	\$ 56,473,918	\$ 5,703,593	\$ 84,162	\$ 169,148
5	\$ 57,038,657	\$ 6,268,332	\$ 90,429	\$ 259,578
6	\$ 57,609,044	\$ 6,838,719	\$ 93,284	\$ 352,862
7	\$ 58,185,134	\$ 7,414,809	\$ 108,227	\$ 461,089
8	\$ 58,766,985	\$ 7,996,660	\$ 117,250	\$ 578,339
9	\$ 59,354,655	\$ 8,584,330	\$ 126,383	\$ 704,722
10	\$ 59,948,202	\$ 9,177,877	\$ 135,619	\$ 840,341
11	\$ 60,547,844	\$ 9,777,359	\$ 144,964	\$ 985,305
12	\$ 61,153,161	\$ 10,382,836	\$ 154,404	\$ 1,140,709
13	\$ 61,764,692	\$ 10,994,367	\$ 163,936	\$ 1,304,645
14	\$ 62,382,399	\$ 11,612,014	\$ 173,562	\$ 1,478,207
15	\$ 63,006,163	\$ 12,235,838	\$ 183,270	\$ 1,661,477
16	\$ 63,636,234	\$ 12,865,899	\$ 193,051	\$ 1,854,528
17	\$ 64,272,586	\$ 13,502,261	\$ 202,913	\$ 2,057,441
18	\$ 64,915,312	\$ 14,144,987	\$ 212,858	\$ 2,270,299
19	\$ 65,564,665	\$ 14,794,140	\$ 222,886	\$ 2,493,185
20	\$ 66,220,110	\$ 15,449,785	\$ 232,994	\$ 2,726,179

- (1) Levies for 2018 Tax Year. Levies will change over time.
- (2) Total Taxable Value 54,270,325
- (3) Soundgape Apartments and Kitchie Apartments are expected to come online in the year 2.

Scenario A has a flat appreciation rate of 1% throughout the term of the Revenue Allocation Area. Use of City forgone taxes (200486) is in place for the first four years then drops off. Scenario A is the low-end forecast. Scenario B has a stepped appreciation rate of 1%, to 3%, over time. City forgone taxes are kept in the levy over the term. Scenario B is a more robust incremental forecast.

C4  
11/27/18

863113

28

## **REIMBURSEMENT AGREEMENT**

Between the Lewiston Orchards Irrigation District and the Urban Renewal Agency of the City of  
Lewiston

WHEREAS the Urban Renewal Agency of the City of Lewiston, Idaho ("Agency") is an independent public body corporate and politic, organized and existing pursuant to Idaho Code Section 50, Titles 20 and 29;

WHEREAS the City of Lewiston, Idaho, following notice and public hearing, adopted Ordinance 4732 on December 3, 2018, approving the Urban Renewal Plan (the "Plan") for Revenue Allocation Area # 6 Bryden Avenue ("RAA 6");

WHEREAS pursuant to Idaho law, Agency is authorized and empowered to enter into such contracts as may be necessary to carry out projects consistent with the Plan;

WHEREAS Lewiston Orchards Irrigation District ("LOID") was formed in 1920 pursuant to Idaho Code Title 43 and confirmed by decree in the District Court in and for the County of Nez Perce on May 25, 1920;

WHEREAS LOID is the exclusive provider of domestic and irrigation water to the public within its district, which district includes RAA 6;

WHEREAS LOID intends to enter into a public works contract with a public works contractor to replace and construct aging water infrastructure and improvements along Bryden Avenue;

WHEREAS, the Plan specifically found that water lines on Bryden Avenue are inadequate and obsolete, and that these conditions constitute a constraint upon development and redevelopment and further that such conditions constitute blight;

WHEREAS the Plan objectives include improving infrastructure and to fund projects that solve community problems caused by lack of infrastructure, including the elimination of public safety hazards in the project area such as water flows, which are currently inadequate for fire suppression within RAA 6;

WHEREAS AGENCY has determined that such water infrastructure improvements are essential to health, safety and reduction of blight in RAA 6. Specifically, domestic and irrigation water infrastructure are currently aged beyond capacity, and replacing water infrastructure ensures adequate water pressure for fire suppression to local businesses, thus reducing fire hazards and further promotes economic development along the commercial corridor of RAA 6;

WHEREAS, AGENCY has determined that replacement of both domestic and irrigation water lines is beneficial to the objectives of the Plan, and are an appropriate and allowable cost,

because it is in the public interest to provide clean drinking water and improved irrigation lines within this RAA support fire suppression and fire hydrants along Bryden Avenue;

THEREFORE, AGENCY and LOID agree as follows:

1. LOID agrees to replace domestic and irrigation water lines for public use (the "PROJECT"), in compliance with all applicable City of Lewiston standards, regulations and permits, within the Lewiston Orchards Irrigation District, and within the RAA 6 boundaries on Bryden Avenue as depicted in **Exhibit A**, attached hereto.
2. The PROJECT shall consist of replacing domestic and irrigation water mains in Bryden Avenue with 12" pipe and reconnecting the services and fire hydrants to the new main all within public right of way or within a public utility easement and within RAA#6 and as more fully described and shown on **Exhibit A**.
3. AGENCY agrees to reimburse LOID for approved actual construction costs, which approval shall be in the Agency's absolute discretion, for domestic and irrigation water PROJECT as follows:
  - A. Allowable Costs may include:
    - Design
    - Engineering
    - Bid Assistance
    - Materials
    - Construction
    - Testing and Inspection
    - Patch back
  - B. Up to 50% PERCENT of water infrastructure construction costs. Payments to LOID pursuant to this AGREEMENT are owing only to the extent AGENCY, in its absolute discretion, approves construction costs and payment to LOID as set forth in this Agreement, and further, only to the extent increment is accrued and available in RAA 6 accounts. **To the extent LOID is not fully reimbursed by December 31, 2038, then Agency is not obligated to make any additional payments.** Notwithstanding the above, the Agency reserves the right, in its sole discretion, to pay off the AGENCY-approved reimbursements at any time. Payments to LOID pursuant to this AGREEMENT shall not exceed 50% of the total increment accrued, less reasonable administrative expenses, to RAA 6 between 2022 and 2038.
  - C. Prior to commencing work, LOID will provide to AGENCY: cost estimates for the PROJECT, design and engineering plans for the PROJECT, and letter for City public works indicating design and engineering is in compliance with City standards, regulations and permits. AGENCY approval of the PROJECT is in the AGENCY's absolute discretion.
  - D. LOID shall oversee the project, and shall provide to AGENCY updates at mutually agreeable intervals, but no less frequently than once per quarter during all work being performed on PROJECT.

- E. AGENCY shall not be a party to any contract with a design or engineering professional, or with any contractor performing work on PROJECT, and AGENCY'S obligation shall be limited to reimbursing LOID for AGENCY - approved invoices issued by LOID'S design and engineering professionals and public work contractors.
- F. Prior to payment by AGENCY, LOID shall submit to AGENCY certain cost documentation for AGENCY approval. Such cost documentation shall include:
  - a. schedule of values including line items for the Allowable Costs approved by Agency for reimbursement so they are identifiable separate from other line items.
  - b. invoices marked as paid from LOID's general contractor, subcontractor(s) and material suppliers for each type of Allowable Costs. Invoices shall specify quantities and unit costs of installed materials, and a percentage estimate of how much installed material was used for the PROJECT in comparison to the amount used for the remainder of the project that is not eligible for reimbursement.
  - c. additional documentation or clarification as may be requested by Agency.
  - d. LOID attests that all requested reimbursement expenses are for Allowable Costs within the public right-of-way and/or public easement.
  - e. City attests work is in compliance with City standards, regulations and permits.
  - f. as an alternative to hiring a public works contractor(s) LOID personnel may perform all or some of the project construction and installation work for cost. All invoicing standards still apply.

(collectively, the "Cost Documentation").

1. If Agency disputes any portion of the Cost Documentation relating to Agency-approved actual allowable costs, Agency shall approve payment for the undisputed portion of the invoice. AGENCY and LOID shall use best efforts to resolve any disputed invoice or partial invoice and resolve such disputed amounts as soon as practicable. The parties shall utilize the Dispute Resolution provision herein regarding any amounts still in dispute 60 days following 100% completion of the work in question, prior to resorting to demand or litigation.
2. The PROJECT shall be designed and constructed in compliance with City of Lewiston infrastructure, roadway and stormwater standards and specifications. LOID shall obtain all necessary approvals, licenses and permits from the City of Lewiston or other agencies or political subdivisions with jurisdiction, and provide copies of such approvals, licenses and permits to AGENCY within a reasonable time upon issuance, but not less than ninety (90) days after issuance.
3. To the extent permitted by law, and subject to the Idaho Tort Claims Act, LOID shall defend, indemnify and hold AGENCY and their respective officers,

commissioners, agents and employees harmless from and against all liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including reasonable architect, engineer and attorney fees (collectively referred to in this section as "claim") which may be imposed upon or incurred by or asserted against AGENCY or its respective officers, agents and employees relating to the construction or design of the PROJECT or this Agreement. In the event an action, proceeding or claim is brought against AGENCY or their respective officers, commissioners, agents, employees by reason of such claim, LOID, upon written notice from AGENCY, shall at LOID'S sole expense, resist, defend and be solely responsible for damages arising from such action, proceeding or claim.

4. This AGREEMENT is the entire agreement between the parties and supersedes all other agreements and understandings, written or oral, between the parties with respect to this subject matter hereof. This agreement may be amended or modified only by subsequent written agreement, executed by both parties hereto.
5. All parties hereto are or have been afforded the opportunity to be represented by legal counsel in negotiations and in the preparation of this AGREEMENT. This agreement shall be deemed to be drafted by both parties and shall not be construed against either party.
6. The Parties agree that nothing in this AGREEMENT is intended to create a joint venture, partnership or rights in any third party beneficiaries. Under no circumstances shall this AGREEMENT be construed to create a contract between AGENCY and any designer, engineer or public works contractor, its sole obligation being to pay AGENCY- approved invoices for work performed for LOID, consistent with and to advance the Bryden Avenue Plan, as provided herein.
7. CHOICE OF LAW AND DISPUTE RESOLUTION. This AGREEMENT shall be construed and enforced under the laws of the State of Idaho. Any dispute arising from or related to this AGREEMENT shall be resolved by first participating in mediation in good faith for at least 4 hours with a mediator to be chosen by the parties.
8. ANTIDISCRIMINATION. LOID, for itself and its agents, employees contractors, subcontractors, successors and assigns, agrees that in the design, engineering and construction of the PROJECT, LOID shall not discriminate against any contractor, bidder, employee or applicant for employment on the basis of age, race or ethnicity, disability, color, creed, religion, gender, gender identity or expression, marital status, ancestry, national origin, familial status or sexual orientation, and shall further indemnify AGENCY with respect to all such claims as set forth in Provision 2, herein.
9. SUBORDINATION OF REIMBURSEMENT OBLIGATIONS. The parties agree this Agreement does not provide LOID with a security interest in any Agency revenues for RAA 6 or any other urban renewal plan area, including but not

limited to revenue from any "Revenue Allocation Area" (as defined in Title 50, Chapter 29 of the Idaho Code). Notwithstanding anything to the contrary in this Agreement, the obligation of Agency to make the payments as specified in this Agreement shall be subordinate to all Agency obligations that have committed or in the future commit available Agency revenues, including but not limited to revenue from any Revenue Allocation Area, and may be subject to consent and approval by Agency lenders.

10. EFFECTIVE DATE. The Effective Date of this Agreement shall be the date when this Agreement has been signed by the parties (last date signed). This Agreement shall commence on the Effective Date and shall continue until all obligations of each party are complete, or December 31, 2038, whichever is earlier. LOID must complete the PROJECT within one year or one construction season upon notice by city and completion shall mean that LOID has received certification from the City that the PROJECT meets the requirements set forth in Section 2. If completion is not reach by that date, the Agency may, in its sole discretion, deem LOID to be in default and may terminate this Agreement without penalty.
11. ANTI-BOYCOTT AGAINST ISRAEL CERTIFICATION. In accordance with Idaho Code Section 67-2346, Participant, by entering into this Agreement, hereby certifies that it is not currently engaged in, or for the duration of this Agreement will not engage in, a boycott of goods or services from the State of Israel or territories under its control.

DATED this 8<sup>th</sup> day of November 2022.

ATTEST:

Dawn Ortiz



LOID

Barney Metz  
Barney Metz (or Board Chair)

Urban Renewal Agency of the City of Lewiston

A.L. Alford Jr.  
A.L. Alford Jr. Acting Chair Person

STATE OF IDAHO                    )  
  ) ss.

County of Nez Perce )

On this 8<sup>th</sup> day of November 2022, before me, a Notary Public, personally appeared A.L Alford Jr, known or identified to me as the Acting Chairman of Urban Renewal Agency, 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

Dawn Ortiz

Commission Expires 4/22/2025

Exhibit A – Project description and map

Phase I – Insert David Evans & Associates work product here, under contract to the City of Lewiston 2022.

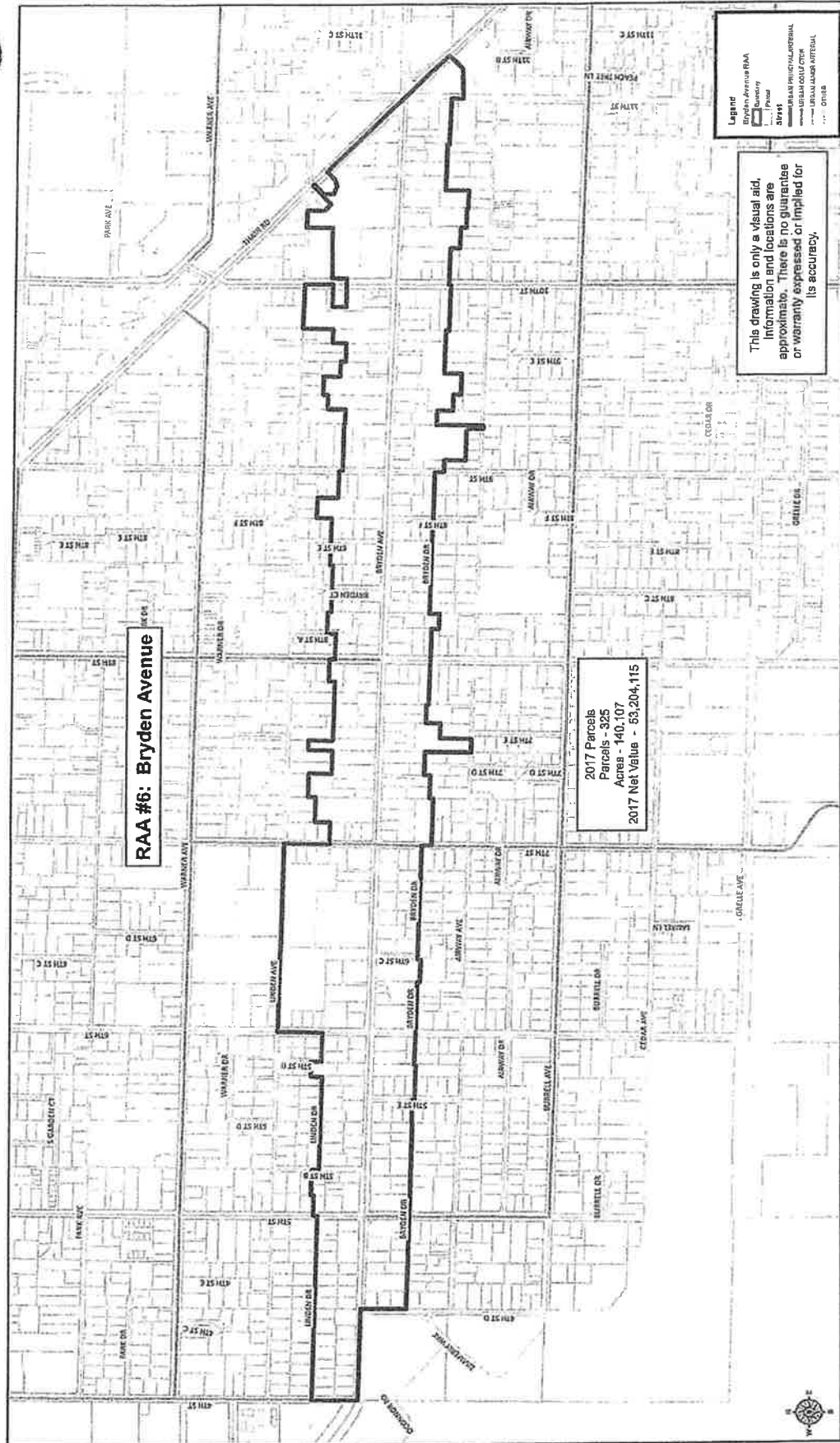
Phase II – Construction documents to be inserted when complete

Phase III – Construction documents to be inserted when complete



**City of Lewiston**  
COMMUNITY DEVELOPMENT

**EXHIBIT 3: MAP**



Re  
Between Lewiston Orchards Irrigation District and URA  
RAA 6  
pg. 8