



**Lewiston City Council
REGULAR MEETING AGENDA
September 8, 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 individuals wishing to comment on agenda items or other matters they wish to bring to the Council's attention, excluding those scheduled for a public hearing. As there may not be another opportunity to comment once an agenda item is addressed, individuals are encouraged to speak at this time. Individuals are encouraged to discuss operational issues in advance with the Mayor. In consideration of others wishing to speak, commentary is limited to three (3) minutes.

IV. PRESENTATIONS

- A. CONSTITUTION WEEK PROCLAMATION:** Proclaiming the week of September 17 through 23, 2025 as Constitution Week and presenting the proclamation to Daughters of the American Revolution, Alice Whitman Chapter representative Patty Sprute (Mayor Johnson)

V. PUBLIC HEARINGS AND RELATED ACTION ITEMS

- A. PUBLIC HEARING ON PROPOSED FEES FOR FISCAL YEAR 2026:** Accepting public comment on the proposed fees for the Fiscal Year 2026, including proposed fee increases of more than 5% for utilities, solid waste, golf, cemetery, right-of-way, planning, and public records fees - Action Item (Community Development Director Grow)
- B. RESOLUTION 2025-39:** Considering restating and adopting a fee schedule for services provided and regularly charged by the City of Lewiston, effective October 1, 2025 - Action Item (Community Development Director Grow)

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 approval of the minutes of the following meetings: 8/4/2025 Work Session; 8/11/2025 Regular; 8/11/2025 Executive Session; 8/18/2025 Special; and the 8/25/2025 - Action Item

- B. ADVISORY BOARD AND COMMISSION MINUTES:** Accepting the minutes of the following meetings: 5/21/2025 Public Works Advisory Commission; 8/13/2025 Planning and Zoning Commission; and the 7/16/2025 and 7/31/2025 Library Board of Trustees - Action Item
- C. VOUCHER'S PAYABLE:** Considering approval of the Voucher's Payable dated 8/8/2025 - 8/21/2025 in the amount of \$3,564,062.39 - Action Item

VII. ACTIVE AGENDA

- A. RESOLUTION 2025-44:** Considering approving a revised City of Lewiston Personnel Policy - Action Item (Human Resources Director Province)
- B. DEFERRED RELOCATION AGREEMENT WITH ROGERS MOTORS, INC.:** Consideration of a Deferred Relocation Agreement between the City of Lewiston and Rogers Motors, Inc., regarding the future relocation of a storm drain system currently located beneath the Rogers Motors Toyota showroom and office space, which Rogers Motors intends to expand over the existing system - Action Item (Public Works Director Johnson)
- C. RESOLUTION 2025-41:** Considering accepting a Public Stormwater Utility and Access Easement from Rogers Motors, Inc. - Action Item (Public Works Director Johnson)
- D. RESOLUTION 2025-37:** Considering authorizing the Mayor to sign all applications, funding agreements, and other documents related to the Idaho Department of Environmental Quality Drinking Water Planning Grant - Action Item (Public Works Director Johnson)
- E. RESOLUTION 2025-43:** Considering declaring various items of City of Lewiston property to be surplus, and providing for the public auction of said surplus property - Action Item (Finance Director Gordon)
- F. RESOLUTION 2025-40:** Considering a Parking Agreement between Lewis-Clark State College and the City of Lewiston to establish a parking permit-based parking program along the south side of 7th Avenue, the east side of 6th Street in several areas, a section on the west side of 6th Street across from the President's Home, and a few spots on 8th and 9th Avenues (map attached as Exhibit A to the Parking Agreement). - Action Item (City Attorney Tengono)
- G. RESOLUTION 2025-42:** Considering approving the proposed Lease Agreement between the Lewiston-Nez Perce County Regional Airport Authority and the City of Lewiston for the Bryden Canyon Golf Course - 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. MAYOR COMMENTS**

D. 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, The Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS, September 17, 2025, marks the two hundred and thirty-eighth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

NOW, THEREFORE, I, Dan Johnson, Mayor of the City of Lewiston, do hereby proclaim the week of September 17 through 23 as

"CONSTITUTION WEEK"

and ask our citizens to reaffirm the ideals of the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

IN WITNESS WHEREOF, I HAVE
HEREUNTO SET MY HAND AND SEAL
OF THE CITY OF LEWISTON, IDAHO, TO
BE AFFIXED HERETO THIS 8TH DAY OF
SEPTEMBER, 2025.

DANIEL G. JOHNSON, MAYOR
LEWISTON, IDAHO



CITY COUNCIL MEETING AGENDA ITEM SUMMARY

ITEM TITLE PUBLIC HEARING ON PROPOSED FEES FOR FISCAL YEAR 2026	AGENDA NO. V. A. AGENDA DATE: September 8, 2025
ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.) The City is combining eleven (11) separate fee resolutions into one combined fee schedule and resolution. The new fee schedule is organized into seven (7) fee schedules. This combined fee schedule should give greater transparency and ease for the public to locate fees, provides consistency across departments, and is updated annually (more frequently if necessary). For FY2026, new fees include: • Non-resident fees for public records requests • Transfer of Liquor by the Drink Licenses Fees that are increasing by over 5% include: • Fees for Bryden Canyon Golf Course • Fees for Normal Hill Cemetery • Mailed Copy of Business Licenses • Trench/Street Cut Fees (combined with stub out/laterals and increased from \$0.39 to \$1.00 per lineal foot) • Water Equity Buy-in Fees (Adjustments per Resolution 2021-40, City of Lewiston Equity Buy-In Study) • Wastewater Equity Buy-in Fees (Adjustments per Resolution 2021-40, City of Lewiston Equity Buy-In Study) • Water Consumption per cubic foot • Private Fire line and automatic sprinkler system monthly fees • Bacterial testing fees • Water line disinfection fees • 32 Gallon Cart Service for solid waste fees Utility fees were presented to the Council at the June 9, 2025 worksession.	
BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources)	

The FY2026 budget was approved assuming the proposed rate increases. If they are not increased as proposed, capital improvements in water and wastewater will need to be adjusted.

ACTION PROPOSED

Receive testimony on the proposed FY2026 combined fee schedule.

Resolution 2025-39: Combined Fee Resolution

City Council – September 8, 2025



Combined Fee Resolution

Combines eleven (11) separate fee resolutions into one (1) resolution

- Greater transparency – one location for all fees
- Provides consistency across departments
- Organized into seven (7) schedules
- Updated annually (more frequent if necessary)



Schedule A: Public Records

Includes fees for public records requests. Includes per copy costs for requests.

New this year: Non-Resident Fees
Increases greater than 5%: None



Schedule A: Public Records

Category	FY2025 Fee	Proposed FY2026 Fee
Public Records		
The City of Lewiston may require advance payment of estimated fees associated with responding to any public record requests		
Resident: Photocopying less than 100 pages on standard 8.5 inch by 11 inch (8.5" X 11") paper where no redacting of confidential information is required	No charge	
Resident: Photocopying more than 100 pages on standard 8.5 inch by 11 inch (8.5" x 11") paper	Actual copying cost & labor ⁽¹⁾ rate to be determined at time request is submitted	
Non-Resident: Photocopying	Actual copying cost & labor ⁽²⁾ rate to be determined at time request is submitted	
Photocopying on paper other than standard 8.5 inch by 11 inch (8.5" x 11") paper	Actual copying cost & labor ⁽²⁾ rate to be determined at time request is submitted	
Request does not include records from which non-public information must be redacted		
Resident: Where actual labor associated with locating and photocopying/printing hard copy and/or electronic documents equals or is less than 2 person hours	No charge	
Resident: Where actual labor associated with locating and photocopying/printing hard copy and/or electronic documents exceeds 2 person hours	Actual copying cost & labor ⁽¹⁾ rate to be determined at time request is submitted	
Non-Resident: All record requests regardless of person hours used	Actual copying cost & labor ⁽²⁾ rate to be determined at time request is submitted	
Request includes records from which non-public information must be redacted:		
Resident: Non-audio and non-video records if can be completed within 2 hours	No charge	
Resident: Non-audio and non-video records exceeding 2 hours	Actual copying cost & labor ⁽¹⁾ rate to be determined at time request is submitted	
Resident: Audio and video records	Actual copying cost & labor ⁽¹⁾ rate to be determined at time request is submitted	
Non-Resident: All records	Actual copying cost & labor ⁽²⁾ rate to be determined at time request is submitted	

Photocopying Fees		
Black and White 8.5 inch by 11 inch (8.5" X 11")	\$0.10	\$0.10 Per Page
Color 8.5 inch by 11 inch (8.5" X 11") copies	\$0.18	\$0.18 Per Page
Color Map 8.5 inch by 11 inch (8.5" X 11") copies	\$1.00	\$1.00 Per Page
Black and White 8.5 inch by 14 inch (8.5" X 14") copies	\$0.14	\$0.14 Per Page
Color 8.5 inch by 14 inch (8.5" X 14") copies	\$0.17	\$0.17 Per Page
Black and White 11 inch by 17 inch (11" X 17") copies	\$0.18	\$0.18 Per Page
Color 11 inch by 17 inch (11" X 17") copies	\$0.21	\$0.21 Per Page
Color Map 11 inch by 17 inch (11" X 17") copies	\$2.00	\$2.00 Per Page
Color Map Large Document (plotter)	\$5.00	\$5.00 Per Page

Other Fees	
Where copies of records are mailed or shipped	Actual cost if greater than \$5
Transfer of documentation in the form of computer tapes, discs, microfilm, or similar record media	Actual copying cost & labor ⁽²⁾ rate to be determined at time request is submitted
Where the City incurs out of pocket costs required for providing the requested records	Actual out of pocket costs

Note: If the City has reason to believe that a requester or group of requesters is attempting to break down a request into a series of requests for the purpose of avoiding a fee assessment, the City will aggregate such requests to determine the total fee and charge accordingly.

⁽¹⁾ Fees for labor shall be charged at the loaded hourly rate (hourly wage plus benefits) of the lowest paid department employee for the City of Lewiston who is necessary and qualified to process the public record request.

⁽²⁾ Fees for labor shall be charged at the loaded hourly rate (hourly wage plus benefits) of the actual employee for the City of Lewiston who is necessary and qualified to process the public record request.

Schedule B: Ambulance/EMS Fees

Includes fees for basic life support, advanced life support transports, out of area transfers, and local non-emergency connections.

New this year: None

Increases greater than 5%: None



Schedule B: Ambulance / EMS Fees

Category	FY2025 Fee	Proposed FY2026 Fee
Ambulance / EMS Fees		
Basic Life Support	\$655	\$684.00
Advanced Life Support Transport	\$900	\$941.00
Advanced Life Support Treat and No Transport	\$275	\$287.00
Multiple Patients	\$246	\$257.00
Out of Area Transfers		
Basic life support between Lewiston/Clarkston/Asotin, and Spokane, Moscow, Pullman, Cottonwood, Grangeville, Orofino	\$492	\$514.00
Advanced life support between Lewiston/Clarkston/Asotin, and Spokane, Moscow, Pullman, Cottonwood, Grangeville, Orofino	\$764.65	\$799.00
Local Non-Emergency Inter-facility, Home, and Medical Flight Connection		
Basic Life Support between hospitals or home, nursing homes and hospitals	\$273.68	\$286.00
Advanced Life Support between hospitals or home, nursing homes and hospitals	\$464.33	\$485.00
Second Attendant	\$218.33	\$228.00
Mileage - Per patient transport mile	\$16.00	\$16.50
Oxygen	\$38.95	\$40.75
Extrication	\$136.33	\$142.00
Medical Convenience or Standby Time - Per Hour	\$109.68	\$115.00
Ambulance Special Event Standby - Per hour	\$130.00	\$130.00
Single EMS Provider Special Event Standby - Per Hour	\$65.00	\$65.00

Schedule C: Parks and Recreation

Includes fees for rentals of City owned spaces, ball fields, parks, shelters, vendor fees for City sponsored events, and fees for Bryden Canyon Golf Course.

New this year: None

Increases greater than 5%: Bryden Golf Course fees including:

Junior Pass

Players Card

Adult 18 Hole Green Fee

Military with Cart Daily Fee

College Student Daily Fee

Yearly Trail Fee

Daily Trail Fee

Large Basket Range Ball Fees

Corporate Passes



Schedule C: Parks and Recreation

Category	FY2025 Fee	Proposed FY2026 Fee
Community Center Room Rentals (Per Hour)		
Steelhead Room	\$35.00	\$35.00
Kokanee	\$30.00	\$30.00
Sturgeon	\$30.00	\$30.00
Salmon	\$25.00	\$25.00
Cutthroat	\$25.00	\$25.00
Kitchen	\$65.00 / flat	\$65.00 flat
Steelhead/Salmon	\$50.00	\$50.00
Steelhead/Salmon/Cutthroat	\$65.00	\$65.00
Entire Building	\$130.00	\$130.00
Projector / Speakers	\$40 / flat	\$40 / flat
Ball Fields		
Game (5 hours)	\$100.00	\$100.00
Tournament (10 hours)	\$155.00	\$155.00
Extra Hour	\$20 per hr	\$20 per hr
Concession Stand	\$40 flat	\$40 flat
Ball Field Lights	\$15 per hr	\$15 per hr
General Park Reservations		
Park Reservations (per day)	\$40.00	\$40.00
Shelter Reservations for Kiwanis, Airport, Hereth, or Sunset Park		
Small Group: Less than 100 people	\$70.00	\$70.00
Medium Group: 100 to 249 people	\$80.00	\$80.00
Large Group: 250 to 499 people	\$140.00	\$140.00
Extra Large Group: 500 or more people	\$235.00	\$235.00
Fenton Gym		
Fenton Gym Rental (Per Hour)	\$30.00	\$30.00
Bouncy Castle (add on to Fenton Gym rental)	\$150 for 2 hours + \$50 per additional hour \$150 for 2 hours + \$50 per additional hour	

Reservation for Band Shell at Pioneer Park		
Small Group: Less than 100 people	\$90.00	\$90.00
Medium Group: 100 to 249 people	\$100.00	\$100.00
Large Group: 250 to 499 people	\$165.00	\$165.00
Extra Large Group: 500 or more people	\$250.00	\$250.00
Miscellaneous Park and Recreation Fees		
Alcohol Permit (add on to Rentals/Reservations)	\$30.00	\$30.00
Inflatable Movie Screen	\$300.00	\$300.00
Cancellation Processing	\$20.00	\$20.00
City Sponsored Event Vendor Fees		
1-5 vendors	\$50.00	\$50.00
6-10 vendors	\$75.00	\$75.00
10+ Vendors	\$100.00	\$100.00
Bryden Canyon Golf Course Fees		
Annual Season Pass	\$1,225.00	\$1,275.00
Young Adult (Under 39)	\$750.00	\$785.00
Senior Pass (over 65)	\$1,150.00	\$1,195.00
Junior Pass (17 & Under)	\$155.00	\$175.00
9 Holes with Cart	\$1,150.00	\$1,195.00
Players Card	\$125.00	\$135.00
Family Pass	\$1,650.00	\$1,700.00
Daily Fees		
Adult 18 Hole Green Fee	\$37.00	\$39.00
Adult 9 Hole Green Fee	\$23.00	\$24.00
Military (Tuesdays Only) with Cart	\$28.00	\$30.00
College Student Rate	\$18.00	\$19.00
Junior Rate (17 & Under)	\$13.00	\$13.00
Junior Rate (17 & Under) with Paid Adult	\$1.00	\$1.00
Players Card Daily Fee	\$22.00	\$23.00
Yearly Cart Fees and Trail Fees		
Yearly Rental 2 Seats	\$1,150.00	\$1,175.00
Yearly Rental 1 Seat (18 holes per day with \$10 replay)	\$800.00	\$825.00
Yearly Trail Fee	\$200.00	\$225.00
Daily Trail Fee	\$9.00	\$10.00

Daily Cart Fees		
18 Holes (per seat)	\$20.00	\$20.00
9 Holes (per seat)	\$13.00	\$13.00
Pull Cart	\$5.00	\$5.00
Daily Finn Scooter Fees		
18 Holes	\$25.00	\$25.00
9 Holes	\$16.00	\$16.00
Cart Storage Fees		
Old Barn with Electricity	\$500.00	\$525.00
Portable Barnes with Electricity	\$600.00	\$625.00
Parking Lot, Gas Carts Only	\$580.00	\$600.00
Range Passes		
With Season Pass	\$220.00	\$230.00
Without Season Pass	\$340.00	\$350.00
Range Ball Fees		
Small Basket	\$6.00	\$6.00
Large Basket	\$10.00	\$11.00
Corporate Passes		
300 Individual Passes	\$3,750.00	\$3,950.00

Schedule D: Normal Hill Cemetery

Includes fees for graves, crypts, niches, opening and closing fees, and other cemetery fees.

New this year: None

Increases greater than 5%:

Second Right of Internment for Cremains without a graveside service

Infant and Cremains Grave without a graveside service

Mausoleum Niche with graveside service

Mausoleum Niche without graveside service

Saturday Service (Wilbert's Vault)

Sunday Service (Wilbert's Vault)



Schedule D: Normal Hill Cemetery Fees

Category	FY2025 Fee	Proposed FY2026 Fee
Grave Fees		
Single Depth Adult	\$1,265.00	\$1,265.00
Double Depth Adult	\$1,560.00	\$1,560.00
Infant and Cremains	\$375.00	\$375.00
Mausoleum Crypts		
Rows 1-4	\$2,080.00	\$2,080.00
Rows 5-6	\$1,555.00	\$1,555.00
Niches - Single	\$1,125.00	\$1,125.00
Niches - Double	\$1,915.00	\$1,915.00
Opening and Closing Fees		
Single Depth Adult	\$1,185.00	\$1,201.00
Second Right of Internment for Cremains		
Without Graveside Service	\$840.00	\$885.00
With Graveside Service	\$1,130.00	\$1,152.00
Double Depth Adult		
1st Burial	\$1,370.00	\$1,400.00
2nd Burial	\$1,185.00	\$1,201.00
Infant and Cremains Grave		
Without Graveside Service	\$500.00	\$556.00
With Graveside Service	\$790.00	\$800.00
Mausoleum Niche		
Without Graveside Service	\$475.00	\$524.00
With Graveside Service	\$520.00	\$600.00
Other Cemetery Fees		
Monument Site Staking Fee (City)	\$75.00	\$75.00
Saturday Service (Wilbert's Vault)	\$280.00	\$400.00
Sunday Service (Wilbert's Vault)	\$420.00	\$600.00
Quit Claim Fee	\$50.00	\$50.00
Cremation Disinterment Fee	\$275.00	\$275.00

Schedule E: Business Licensing

Includes fees for City business licensing, event and special licensing, alcohol beverage licensing, and other miscellaneous business licensing fees.

New this year: Transfer of Liquor by the Drink License (omitted in previous fee schedules)

Increases greater than 5%:
Mailed Copy of Business Licenses



Schedule E: Business Licensing

Category	FY2025 Fee	Proposed FY2026 Fee
Business and Occupation License - Licensed per Location or Per Business with No Physical Location (All Commercial/General Businesses, Home Occupations, Preschool Facilities, Pawn Brokers, Junk Deals, and Taxicab Companies)		
0-5 employees	\$94.00	\$94.00
6 employees	\$108.00	\$108.00
7 employees	\$129.00	\$129.00
8 employees	\$143.00	\$143.00
9 employees	\$164.00	\$164.00
10 employees	\$180.00	\$180.00
11 employees	\$196.00	\$196.00
12 employees	\$216.00	\$216.00
13 employees	\$232.00	\$232.00
14 employees	\$253.00	\$253.00
15 employees	\$270.00	\$270.00
16 employees	\$285.00	\$285.00
17 employees	\$306.00	\$306.00
18 employees	\$320.00	\$320.00
19 employees	\$338.00	\$338.00
20 or more employees	\$358.00	\$358.00
Event		
Exhibit, Fair, or Market (Special Event) Per Event	\$61.00	\$61.00
Special Licenses		
Restaurant/Bar Patio Approval (One time fee - Initial Approval)		
Per Location	\$109.00	\$109.00
Transfer of Restaurant Patio Approval	No Fee	No Fee
Temporary Vendor License Per Location	\$94.00	\$94.00
Background Study		
Lewiston Police Department (LPD) (no fingerprints)	No Fee	No Fee
State Police Background Check	\$70.00	\$70.00
Tree Pruner		
Commercial Tree Pruners License	\$52.00	\$52.00

Alcohol Beverage Licenses		
Liquor by the Drink License	\$562.50	\$562.50
Renewal of Liquor by the Drink License	\$562.50	\$562.50
Transfer of Liquor by the Drink License	\$0.00	\$56.25
Wine by the Drink License	\$200.00	\$200.00
Renewal of Wine by the Drink License	\$200.00	\$200.00
Transfer of Wine by the Drink License	\$10.00	\$10.00
Retail Wine License	\$200.00	\$200.00
Renewal of Retail Wine License	\$200.00	\$200.00
Transfer of Retail Wine License	\$10.00	\$10.00
Retail Beer License - Off Premises	\$50.00	\$50.00
Renewal of Retail Beer License - Off Premises	\$50.00	\$50.00
Transfer of Retail Beer License - Off Premises	\$5.00	\$5.00
Retail Beer License - On Premises	\$200.00	\$200.00
Renewal of Retail Beer License - On Premises	\$200.00	\$200.00
Transfer of Retail Beer License - On Premises	\$5.00	\$5.00
Alcohol Catering Permit - per day	\$20.00	\$20.00
Copies and Certifications		
Business License Copy (mailed)	\$1.00	\$5.00
Certification of Copies	\$5.00	\$5.00
Lost Business License	\$5.00	\$5.00
Business Name Change or Ownership Change	\$5.00	\$5.00
Business Premises Inspection Fee		
Business Premises Inspection Fee	\$224.00	\$224.00
Appeal Fee		
Fee to appeal a written decision of the Business License Coordinator or Community Development Director under Chapter 21 of the Lewiston City Code (Business Licenses)	\$78.00	\$78.00

Schedule F: Community Development

Includes fees for planning and zoning actions, building, electrical, mechanical, plumbing, and special permits, plan review, fire fees, and inspections.

New this year: None

Increases greater than 5%:
None



Schedule F: Community Development Fees

Category	FY2025 Fee	Proposed FY2026 Fee
Planning and Zoning Fees		
Annexation Petition - one acre or less	\$486.00	\$510.30
Each additional acre after one acre	\$17.00	\$17.85
Appeal of Community Development Decision	\$84.00	\$88.20
Appeal of Planning and Zoning Commission Decision - equal to original filing fee		
Comprehensive Plan Map Amendment - one acre or less	\$486.00	\$510.30
Each additional acre after one acre	\$17.00	\$17.85
Conditional Use Permit	\$325.00	\$341.25
Parking Lot	\$321.00	\$337.05
Nonconforming Use, Change	\$325.00	\$341.25
Planned Unit Development (PUD)- one acre or less	\$486.00	\$510.30
Each additional acre after one acre	\$17.00	\$17.85
Planned Unit Development (PUD) amendment	\$227.00	\$238.35
Setback Exception Requests	\$245.00	\$257.25
Variance, Standard	\$245.00	\$257.25
Variance, Administrative	\$245.00	\$257.25
Zone Change - one acre or less	\$486.00	\$510.30
Each additional acre after one acre	\$17.00	\$17.85
Zoning Letters	\$174.00	\$182.70
Multiple Applications at one time - the fee of the greatest value shall be charged at full price. Any additional actions shall be charged at half price.		

Building Permit Fees**Commercial Building Permit Fees - Based on Valuation**

Valuation shall be calculated pursuant to Section 109.3 of the International Building Code pertaining to building permit valuations, as adopted and amended by the City of Lewiston.

Valuation Up to \$500	\$40.10	\$40.10	
Valuation \$501 to \$2,000 (Fee amount for first \$500)	\$40.10	\$40.10	Plus \$6.31 for each additional \$100 or fraction thereof, to and including \$2,000
Valuation \$2,001 to \$25,000 (Fee amount for first \$2,000)	\$134.89	\$134.89	Plus \$24.19 for each additional \$1,000 or fraction thereof, to and including \$25,000
Valuation \$25,001 to \$50,000 (Fee amount for first \$25,000)	\$684.33	\$684.33	Plus \$17.30 for each additional \$1,000 or fraction thereof, to and including \$50,000
Valuation \$50,001 to \$100,000 (Fee amount for first \$50,000)	\$1,116.89	\$1,116.89	Plus \$11.98 for each additional \$1,000 or fraction thereof, to and including \$100,000
Valuation \$100,001 to \$500,000 (Fee amount for first \$100,000)	\$1,715.48	\$1,715.48	Plus \$9.59 for each additional \$1,000 or fraction thereof, to and including \$500,000
Valuation \$500,001 to \$1,000,000 (Fee amount for first \$500,000)	\$5,553.58	\$5,553.58	Plus \$9.21 for each additional \$1,000 or fraction thereof, to and including \$1,000,000
Valuation \$1,000,001 and up (Fee amount for first \$1,000,000)	\$10,162.40	\$10,162.40	Plus \$6.34 for each additional \$1,000 or fraction thereof

Residential Building Permit Fees - Based on Valuation

Valuation shall be calculated pursuant to Section 109.3 of the International Building Code pertaining to building permit valuations, as adopted and amended by the City of Lewiston.

Valuation Up to \$500	\$28.14	\$28.14	
Valuation \$501 to \$2,000 (Fee amount for first \$500)	\$28.14	\$28.14	Plus \$3.95 for each additional \$100 or fraction thereof, to and including \$2,000
Valuation \$2,001 to \$25,000 (Fee amount for first \$2,000)	\$87.61	\$87.61	Plus \$17.19 for each additional \$1,000 or fraction thereof, to and including \$25,000
Valuation \$25,001 to \$50,000 (Fee amount for first \$25,000)	\$483.01	\$483.01	Plus \$12.50 for each additional \$1,000 or fraction thereof, to and including \$50,000
Valuation \$50,001 to \$100,000 (Fee amount for first \$50,000)	\$795.69	\$795.69	Plus \$8.66 for each additional \$1,000 or fraction thereof, to and including \$100,000
Valuation \$100,001 to \$500,000 (Fee amount for first \$100,000)	\$1,228.78	\$1,228.78	Plus \$6.92 for each additional \$1,000 or fraction thereof, to and including \$500,000
Valuation \$500,001 to \$1,000,000 (Fee amount for first \$500,000)	\$4,000.72	\$4,000.72	Plus \$5.81 for each additional \$1,000 or fraction thereof, to and including \$1,000,000
Valuation \$1,000,001 and up (Fee amount for first \$1,000,000)	\$6,910.39	\$6,910.39	Plus \$4.66 for each additional \$1,000 or fraction thereof

Building Plan Review Fees

Building Permit Plan Review Fees			65% of Building Permit Fee
Additional Plan Review required by changes, additions, or revisions to plans	\$72.20	\$72.20	hours
Outside consultants for Plan review (fees set by consultant)			consultant

Electrical Permit Fees

Residential Electrical Fees

Temporary Construction Services Only (200 amp or less, one location)	\$72.20	\$72.20	
New Single Family Dwelling, including all buildings wiring on each property. Based on living space within a dwelling unit utilized for living, sleeping, eating, cooking, bathing, washing, and/or sanitation purposes, up to 1,500 square feet.	\$216.56	\$216.56	Plus \$72.20 for each additional 1,000 sq ft or portion thereof
New Duplex	\$433.11	\$433.11	
Existing Residence (one circuit included)			Plus \$11.10 for each additional branch circuit, up to the maximum of the corresponding square feet of the building
Modular, Manufactured, or Mobile Homes (one circuit included)			
Detached Shop	\$72.20	\$72.20	
Residential Spas, Hot Tubs, Hydro Massage Tubs, and Swimming Pools	\$72.20	\$72.20	Per Inspection
Signs (per sign)	\$72.20	\$72.20	
Outline Lighting (per occupancy)	\$72.20	\$72.20	

Commercial, Multi-family (3+ units), Industrial, and Alternative Energy Electrical Fees - Based on Valuation

Valuation shall include all labor, materials, equipment, overhead, and profit, as well as all labor, materials, and equipment supplied by others. The project value cannot be reduced by labor, material, or equipment that is donated or supplied by others. At the time of "final" inspection, the scope of work, valuation, and permit fees will be verified.

Valuation up to \$10,000	\$66.63	\$66.63	Plus Valuation x 0.032
Valuation between \$10,001 and \$100,000	\$288.74	\$288.74	Plus (Valuation - \$10,000) x 0.028
Valuation \$100,001 and up	\$1,288.24	\$1,288.24	Plus (Valuation - \$100,000) x 0.015
Plan Review Fee	\$39.77	\$39.77	Or 25% of electrical permit fee, whichever is greater

Mechanical Permit Fees

Residential Mechanical Fees

New Single Family Dwelling, including all buildings wiring on each property. Based on living space within a dwelling unit utilized for living, sleeping, eating, cooking, bathing, washing, and/or sanitation purposes, up to 1,500 square feet.	\$216.56	\$216.56	Plus \$72.20 for each additional 1,000 sq ft or portion thereof
New Duplex	\$433.11	\$433.11	
Existing Residence (one HAVC equipment included)			Plus \$11.10 for each additional HVAC
Modular, Manufactured, or Mobile Homes (one HVAC equipment included)			equipment being
Detached Shop	\$72.20	\$72.20	installed, up to the maximum of the corresponding square feet of the building
Gas Line	\$72.20	\$72.20	
Kitchen Range Hoods	\$72.20	\$72.20	
Solid Fuel/Gas Fuel Appliance	\$72.20	\$72.20	Per Inspection
Hydronic Heating	\$72.20	\$72.20	Plus \$11.10 x by the number of zones
Requested Inspection or Miscellaneous Inspections	\$72.20	\$72.20	Per hour
Commercial, Multi-family (3+ units), Industrial, and Alternative Energy Mechanical Fees - Based on Valuation			
Valuation shall include all labor, materials, equipment, overhead, and profit, as well as all labor, materials, and equipment supplied by others. The project value cannot be reduced by labor, material, or equipment that is donated or supplied by others. At the time of "final" inspection, the scope of work, valuation, and permit fees will be verified.			
Valuation up to \$10,000	\$66.63	\$66.63	Plus Valuation x 0.032
Valuation between \$10,001 and \$100,000	\$288.74	\$288.74	Plus (Valuation - \$10,000) x 0.028
Valuation \$100,001 and up	\$1,288.24	\$1,288.24	Plus (Valuation - \$100,000) x 0.015
Plan Review Fee	\$39.77	\$39.77	Or 25% of mechanical permit fee, whichever is greater

Plumbing Permit Fees

Residential Plumbing Fees

New Single Family Dwelling, including all buildings wiring on each property. Based on living space within a dwelling unit utilized for living, sleeping, eating, cooking, bathing, washing, and/or sanitation purposes, up to 1,500 square feet.	\$216.56	\$216.56	Plus \$72.20 for each additional 1,000 sq ft or portion thereof
New Duplex	\$433.11	\$433.11	
Existing Residence (one fixture included)			Plus \$11.10 for each additional fixture, up to the maximum of the corresponding square feet of the building
Detached Shop	\$72.20	\$72.20	
Sewer Line	\$72.20	\$72.20	
Water Line	\$72.20	\$72.20	
Sewer and Water Line (if inspected at the same time)	\$72.20	\$72.20	
Sewer turnaround/Domestic Water (change from septic to City, water re-piper under house)	\$72.20	\$72.20	
Lawn Sprinklers	\$72.20	\$72.20	
Modular, Manufactured, or Mobile Homes (sewer and water stub connections)	\$72.20	\$72.20	
Requested Inspection or Miscellaneous Inspections	\$72.20	\$72.20	Per hour

Commercial, Multi-family (3+ units), Industrial, and Alternative Energy Plumbing Fees - Based on Valuation

Valuation shall include all labor, materials, equipment, overhead, and profit, as well as all labor, materials, and equipment supplied by others. The project value cannot be reduced by labor, material, or equipment that is donated or supplied by others. At the time of "final" inspection, the scope of work, valuation, and permit fees will be verified.

Valuation up to \$10,000	\$66.63	\$66.63	Plus Valuation x 0.032
Valuation between \$10,001 and \$100,000	\$288.74	\$288.74	Plus (Valuation - \$10,000) x 0.028
Valuation \$100,001 and up	\$1,288.24	\$1,288.24	Plus (Valuation - \$100,000) x 0.015
Plan Review Fee	\$39.77	\$39.77	Or 25% of mechanical permit fee, whichever is greater

Fire Fee Schedule**Residential, Commercial, and Industrial Fire Fees**

Fire Sprinklers - New System	\$222.10	\$222.10 Plus \$2.22 per head
Fire Sprinklers - Repair or Modification	\$111.05	\$111.05 Plus \$2.22 per head
Fire Alarm - New System (detection and notification)	\$222.10	\$222.10 Plus \$2.22 per device
Fire Alarm - Repair or Modification	\$111.05	\$111.05 Plus \$2.22 per device
Fire Lines - New Line	\$111.04	\$111.04 plus \$1.10 per linear foot
Chemical Suppression System (Hood Suppression, Paint Booth, Clean Agent, etc.) - New System	\$111.04	\$111.04 plus 3% of value of work
Chemical Suppression System (Hood Suppression, Paint Booth, Clean Agent, etc.) - Repair or Modification	\$55.52	\$55.52
Plan Review Fee	\$39.77	\$39.77 Or 25% of mechanical permit fee, whichever is greater

Special Permit Fees

Building permit for barrier removal in existing buildings, solely to enhance building accessibility for the disabled, and not associated with any other work	\$1.00	No Fee
Building Permit for energy efficiency upgrades in existing buildings, such as lighting or insulation, and not associated with any other work	\$1.00	No Fee
Repair or replacement of permitted work performed under warranty	\$1.00	No Fee

Other Permit Fees

Demolition (does not include bond)	\$144.36	\$144.36
Swimming Pools	\$181.13	\$181.13
Foundation Only (Residential)	\$52.19	\$52.19
Foundation Only (Commercial)	\$296.52	\$296.52
Conditional Certificate of Occupancy	\$346.87	\$346.87

Park Lodging		
R.V. Parks, Tiny House Villages, Transitional Housing Villages - Site work including utilities and underground	\$100.00	\$100.00 per unit
Manufactured Homes, Tiny Homes, and Mobile Homes on a permanent or standard set foundation in a park		
1 section	\$162.76	\$162.76
2 sections	\$261.01	\$261.01
3 sections	\$358.90	\$358.90
Manufactured Homes, Tiny Homes, and Mobile Homes on a permanent or standard set foundation on a private lot		
1 section	\$261.01	\$261.01
2 sections	\$391.42	\$391.42
3 sections	\$521.98	\$521.98
Reactivation of Expired Permits		
No building or trade code change since original review		25% of new application
Building or trade code changes since original review		50% of new application
Inspections		
Inspections outside of normal Community Development Business Hours	\$72.20	\$72.20 hours
Re-inspection fees assessed under Section 109.5 of the International Building Code, as adopted and amended by the City of Lewiston	\$72.20	\$72.20 Per Hour; minimum 1/2 hours
Inspection for which no fee is specifically indicated - "Special and Real Property"	\$72.20	\$72.20 Per Hour; minimum 1/2 hours
Outside consultants for Inspections (fees set by consultant)		Actual cost set by consultant

Schedule G: Public Works

Includes fees for right-of-way, easements, plats, subdivisions, encroachments, FILO, traffic impact fees, wireless communication facilities, public assemblies, equity buy-ins, service connections, and fire lines.

New this year: None

Increases greater than 5%:

Trench/Street Cut Fees

Water Equity Buy-in Fees

Wastewater Equity Buy-in Fees



Schedule G: Public Works Fees

Category	FY2025 Fee	Proposed FY2026 Fee
Appeal Fee		
Appeal of a written order or decision of the Public Works Department or Public Works Director	\$200.00	\$200.00
Vacation of Public Rights-of-Way, Easements, and Plats Fees		
Vacation of a Public Right-of-Way or Plat		
Notice of Intent, non-refundable	\$400.00	\$400.00
Petition Filing if affected area is less than 10,000 square feet, non-refundable	\$100.00	\$100.00
Petition Filing if affected area is less than 10,000 square feet, non-refundable	\$600.00	\$600.00
Petition to Vacate an Easement	\$250.00	\$250.00
Notice for Public Hearing for a Vacation Petition		Actual cost incurred or billed to the City
Encroachment Permits Fees		
Encroachment Permit, non-refundable	\$75.00	\$75.00
Encroachment Permit associated with a Parklet, non-refundable	\$200.00	\$200.00
Right-of-way Permit Fees		
Base Fee	\$94.45	\$96.81
Bellhole	\$1.80	\$1.85 Each
Curb and Gutter Install / Removal	\$0.39	\$0.40 Per Lineal Foot
Sidewalk Install / Removal	\$0.39	\$0.40 Per Lineal Foot
Other cuts or uses misc.	\$1.80	\$1.85
Bore	\$0.11	\$0.11 Per Lineal Foot
Trench / Street Cut	\$0.39	\$1.00 Per Lineal Foot
Survey, Design, and Staking	\$78.90	\$80.87
Investigation of Unauthorized Work in Right-of-Way		Amount equal to the permit fee required by this section.
Subdivision Fees		
Administrative Plat	\$869.69	\$891.43 Plus \$20.96 per lot
Preliminary Plat	\$526.18	\$539.33 Plus \$20.96 per lot
Final Plat	\$526.18	\$539.33 Plus \$20.96 per lot
Voluntary Fee in-lieu-of (FILO) Sidewalk Construction		
Sidewalk, Curb, and Gutter Install	\$106.42	\$109.27 Per Lineal Foot
Voluntary Traffic Impact Analysis Area Fees (in lieu of traffic impact study)		
Bryden Avenue Voluntary Traffic Impact Analysis Area	\$903.00	\$903.00 Per peak hour trip
East Orchards Voluntary Traffic Impact Analysis Area	\$1,239.00	\$1,239.00 Per peak hour trip

Wireless Communication Facilities (WCF) in Public Rights-of-way

Includes all related City of Lewiston permit fees, including building permit fees.

Type 1: Small wireless facilities (≤ 5 sites)	\$500.00	\$500.00
Small wireless facilities (> 5 sites)	\$500.00	\$500.00 Plus \$100 per site
Type 2: New Pole intended to support small wireless facilities	\$1,000.00	\$1,000.00
Type 3: Wireless facilities other than small wireless facilities	\$750.00	\$750.00
Type 4: New tower intended to support something other than small wireless facilities	\$1,250.00	\$1,250.00
Application for an alternative use permit or waiver to a standard	No fee	No fee
Appeal of a decision of the Public Works Director regarding an application for an alternative use permit or a waiver to a standard.	No fee	No fee

The city may retain the services of an independent, third-party expert to provide technical and other evaluations WCF applications. The applicant shall pay the cost for any independent consultant fees through a deposit, estimated by the city, within ten (10) days of the city's request.

Parades and Public Assemblies

First Time Application	\$200.00	\$200.00
Recurring Application requiring a new or modified traffic control plan	\$200.00	\$200.00
Recurring Application that does not require a new or modified traffic control	\$60.00	\$60.00

Water Fees - City Water System

Equity buy-in fees

Residential

Single Family	\$3,218.00	\$3,534.00
Duplex	\$4,500.00	\$4,947.00
Multifamily, first unit	\$3,218.00	\$3,534.00
Multifamily, per additional unit	\$1,282.00	\$1,413.00

Commercial - based on size of meter

3/4"	\$3,218.00	\$3,534.00
1"	\$5,287.00	\$5,889.00
1 1/2"	\$10,163.00	\$11,778.00
2"	\$16,269.00	\$18,846.00
3"	\$37,504.00	\$41,225.00
4"	\$65,847.00	\$70,671.00
6"	\$145,206.00	\$159,009.00
8"	\$171,168.00	\$188,456.00
10"	\$237,774.00	\$270,905.00

Water Service Connection Fees

New installation, not stubbed into property - based on size of meter

3/4"	\$3,773.00	\$3,867.33
1"	\$4,117.00	\$4,219.93
1 1/2"	\$6,004.00	\$6,154.10
2"	\$7,252.00	\$7,433.30

Other - determined by Water Systems Manager based on the actual cost of labor, equipment, and materials plus ten percent (10%) for administrative costs

New installation, stubbed into property - based on size of meter

3/4"	\$1,998.00	\$2,047.95
1"	\$2,273.00	\$2,329.83

Other - determined by Water Systems Manager based on the actual cost of labor, equipment, and materials plus ten percent (10%) for administrative costs

New installation, meter only in new subdivision - based on size of meter

3/4"	\$523.00	\$536.08
1"	\$634.00	\$649.85
1 1/2"	\$1,088.00	\$1,115.20
2"	\$1,396.00	\$1,430.90

Other - determined by Water Systems Manager based on the actual cost of labor, equipment, and materials plus ten percent (10%) for administrative costs

Change in meter size, that require street cuts determined by Water Systems Manager based on the actual cost of labor, equipment, and materials plus ten percent (10%) for administrative costs

Pipe incidental to the installation and connection of water service shall be calculated as if the water main were in the center of the street in order that a uniform charge may be made to property abutting on opposite sides of the street.

Fire Line Tap into City Water Main - based on size of Main

4" Fire Line

4" Main	Requires a Tee	Requires a Tee
6" Main	\$1,463.40	\$1,499.99
8" Main	\$1,463.40	\$1,499.99
10" Main	\$1,463.40	\$1,499.99
12" Main	\$1,770.20	\$1,814.46
14" Main	\$1,770.20	\$1,814.46
16" Main	\$1,770.20	\$1,814.46

6" Fire Line

4" Main	Requires a Tee	Requires a Tee
6" Main	Requires a Tee	Requires a Tee
8" Main	\$1,770.20	\$1,814.46
10" Main	\$1,770.20	\$1,814.46
12" Main	\$2,086.27	\$2,138.43
14" Main	\$2,086.27	\$2,138.43
16" Main	\$2,086.27	\$2,138.43

10" Fire Line

4" Main	Requires a Tee	Requires a Tee
6" Main	Requires a Tee	Requires a Tee
8" Main	Requires a Tee	Requires a Tee
10" Main	Requires a Tee	Requires a Tee
12" Main	\$2,086.27	\$2,138.43
14" Main	\$2,086.27	\$2,138.43
16" Main	\$2,440.54	\$2,501.55
18" Main	\$2,440.54	\$2,501.55

12" Fire Line

12" Main	Requires a Tee	Requires a Tee
14" Main	\$2,776.29	\$2,845.70
16" Main	\$2,776.29	\$2,845.70
18" Main	\$2,776.29	\$2,845.70
20" Main	\$3,110.88	\$3,188.65
22" Main	\$3,110.88	\$3,188.65
24" Main	\$3,498.73	\$3,586.20

Wastewater Fees

Equity Buy-in Fees. Wastewater collection lines, per connection

Residential

Single Family	\$1,758.00	\$1,975.00
Duplex	\$3,110.00	\$3,555.00
Multifamily, first unit	\$1,758.00	\$1,975.00
Multifamily, per additional unit	\$1,353.00	\$1,580.00

Commercial - based on size of meter

3/4"	\$1,758.00	\$1,975.00
1"	\$2,882.00	\$3,291.00
1 1/2"	\$5,586.00	\$6,582.00
2"	\$8,941.00	\$10,532.00
3"	\$20,387.00	\$23,038.00
4"	\$34,807.00	\$39,494.00
6"	\$75,875.00	\$88,863.00
8"	\$91,384.00	\$105,319.00

Equity Buy-in Fees. Wastewater treatment plant, per connection

Residential

Single Family	\$2,564.00	\$2,805.00
Duplex	\$4,499.00	\$5,049.00
Multifamily, first unit	\$2,564.00	\$2,805.00
Multifamily, per additional unit	\$1,955.00	\$2,244.00

Commercial - based on size of meter

3/4"	\$2,564.00	\$2,805.00
1"	\$4,188.00	\$4,675.00
1 1/2"	\$8,056.00	\$9,351.00
2"	\$12,896.00	\$14,961.00
3"	\$29,697.00	\$32,728.00
4"	\$52,340.00	\$56,105.00
6"	\$112,270.00	\$126,237.00
8"	\$136,499.00	\$149,614.00

Connection and inspection Fee, per connection

\$619.25	\$634.73
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Schedule H: Utility Fees

Includes fees for water service, wastewater service, solid waste, yard waste, recycling, stormwater, and other service fees

New this year: None

Increases greater than 5%:

Water Consumption

Private Fire lines and automatic sprinkler systems, per month

Bacterial testing

Water line disinfection

32 Gallon Cart Service for solid waste

32 Gallon Cart Service for solid waste – utility assistance program



Frequently asked questions

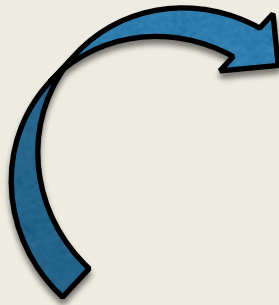
- Why does the City carry so much in reserves for the utilities?
- Where does all my utility money go?
- Why is water so expensive in Lewiston?
- Why can't we match water rates from LOID or Asotin Co. PUD?
- When can we get rid of the meter fee?



HOW ARE UTILITY RATES CREATED?

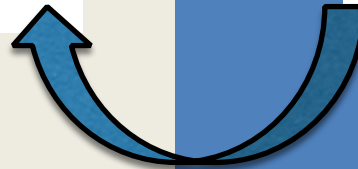
FACILITY MASTER PLANS

- Evaluation of utility systems
- Assessment of needs
- Prioritization of Capital Investment



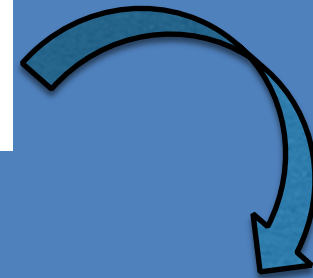
IMPLEMENTATION

- Adoption of Utility Rates
- Investment in Capital Improvements

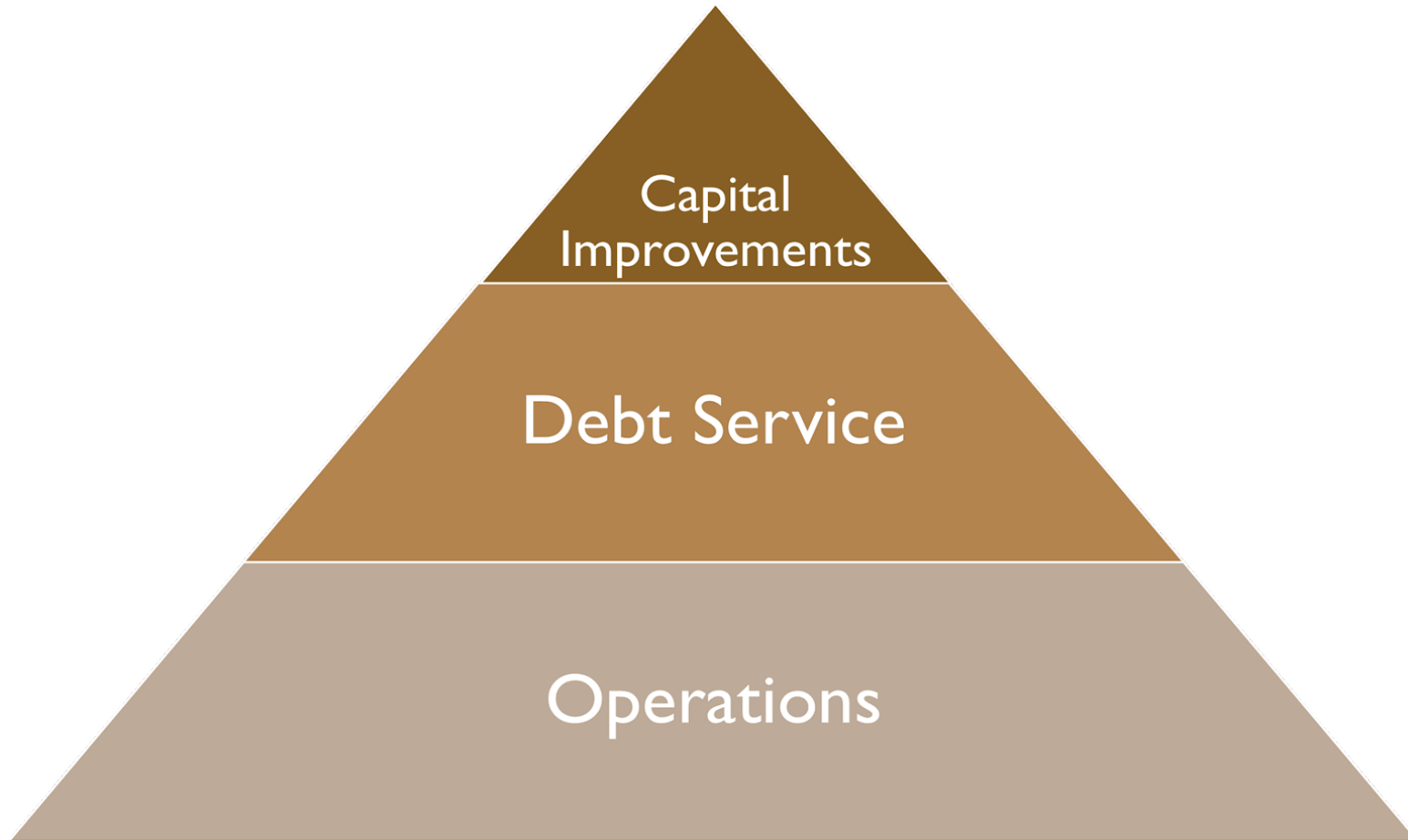


UTILITY RATE STUDY

- Compilation of Facility Plans
- Analysis of current rates and revenue
- Establishing Financial Model



WHAT DO OUR RATES GO TOWARDS?



1991 Water Masterplan

- Recommended Construction of new water plant.
 - Estimated \$7.62 million (1992 dollars).
- Increase rates 9.0% annually.
- Construction FY 98'

Estimated Total Capital Costs (1)		\$10,200,000
Interest during Construction (2)		770,350
Reserve Funds	0.00%	0
Costs of Financing	2.00%	220,100
Less:		
Investment Earnings (3)		(185,709)
Grants Received		0
Rounding amount		259
BORROWING NECESSARY		\$11,005,000

Number of Principal Payments	30
Average bond rate	7.00%
Investment earnings rates	
Construction Funds	6.75%
Reserve Funds	---
Assumed Inflation Rate	5.00%



History of water rates

1998	8.0%
1999	8.0%
2000	6.0%
2001	5.0%
2002	3.0%
2003	0.0%
2004	0.0%
2005	0.0%
2006	0.0%
2007	0.0%
2008	2.5%
2009	0.0%
2010	3.0%
2011	3.0%
2012	0.0%
2013	0.0%
2014	15.0%

CPI Inflation from 2003 to 2014
Approximately 29% total
(2.6% annually)



Break down of Water Financials

- FY 2026' Total operating revenue - \$9.1 million
- Debt Service - \$1.99 million/year
- FY 2025' Operations Reserves - \$2.68 million
- FY 2026' Operations Reserves - \$2.52 million
- FY 2025' Capital Reserves - \$6.23 million
- FY 2026' Capital Reserves - \$6.09 million



Where do we go from here?

Water

- **FY 26' – Freeze Meter Fee, 10% increase on consumption rate.**
\$0.035891/cubic foot to \$0.039480
- Overall revenue increase of approximately 5%.
- Complete raw water intake project, and updated water masterplan.
- Continue to address large scale capital projects.
- Work to find alternative funding and efficiency in project planning.



Break down of Wastewater Financials

- FY 2026' Total operating revenue - \$11.9 million
- Debt Service - \$2.14 million/year
- FY 2025' Operations Reserves - \$6.82 million
- FY 2026' Operations Reserves - \$4.43 million
- FY 2025' Capital Reserves - \$7.83 million
- FY 2026' Capital Reserves - \$2.51 million



Where do we go from here?

Wastewater

- **FY 26' – 2.5% rate increase.**
- Complete current pipeline project, and updated water masterplan.
- Continue to address large scale capital projects and pipeline projects.
- Work to find alternative funding and efficiency in project planning.



Break down of Stormwater Financials

- FY 2026' Total operating revenue - \$2.2 million
- FY 2025 Operations Reserves - \$1.16 million
- FY 2026 Operations Reserves - \$1.07 million
- FY 2025 Capital Reserves - \$1.03 million
- FY 2026 Capital Reserves - \$1.43 million



Where do we go from here?

Stormwater

- **FY 26' – 0% rate increase.**
- Continue to build capital reserves for larger future projects.
- Continue to develop maintenance and compliance plan.
- Continue to tackle smaller capital projects.



Break down of Sanitation Financials

- FY 2026' Total operating revenue - \$7.86 million
- FY 2025' Operations Reserves - \$6.0 million
- FY 2026' Operations Reserves - \$5.5 million
- FY 2025 'Capital Reserves - \$0.64 million
- FY 2026' Capital Reserves - \$0.36 million



Where do we go from here?

Sanitation

- **FY 26' – 5% rate increase.**
- Start access road project and transfer station floor replacement.
- Update contract with Sunshine Disposal (SDI).
- Negotiate updated contract with Asotin County Regional Landfill.



Schedule H: Utility Fees



CITY OF LEWISTON

PO Box 617 • Lewiston, ID 83501
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UTILITY BILL
Customer Copy

Keep this portion for your records

Customer Name				Service Address				
JOE CUSTOMER				1234 15TH ST				
Bill Number	Bill Date	Account Number		Customer Number			Due Date	
2600000	10/22/2025	1234567890		123456			11/15/2025	
Description	Meter	Previous Read Date	Current Read Date	Previous Meter Reading	Current Meter Reading	Read Code	Usage (cu. ft.)	Charge
WATER	12345678	09012025	10012025	61382	61882	A	500	19.74
.75" METER FEE								39.00
DRAINAGE SYSTEM UTILITY 1 RF								7.40
WASTE WATER								53.39
SANITATION 64 GAL								24.05
YARD WASTE PROGRAM								.75
CART RENT 64 GAL								1.10
IDAHO STATE SALES TAX								.06
HISTORY PERIOD		BILLED USAGE		1 cu. ft. equals 7.48 gallons of water		READ CODE:		Total Current Billing
CURR		500				A = Actual		Previous Balance
09/25		500				E = Estimate		Adjustments
						F = Final		Fees
								Less Payments Received
								Total Amount Due
								\$145.48

UTILITY BILL COMPARISON FOR SINGLE FAMILY HOME

Pages 23-29

Schedule H: Utility Fees



CITY OF LEWISTON

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UTILITY BILL
Customer Copy

Keep this portion for your records

Customer Name					Service Address							
JOE CUSTOMER					1234 15TH ST							
Bill Number	Bill Date	Account Number			Customer Number			Due Date				
2600000	10/22/2025	1234567890			123456			11/15/2025				
Description		Meter	Previous Read Date	Current Read Date	Previous Meter Reading	Current Meter Reading	Read Code	Usage (cu. ft.)	Charge			
WATER		12345678	09012025	10012025	61382	61882	A	500	19.74			
.75" METER FEE - UAP									29.24			
DRAINAGE SYSTEM UTILITY 1 RF - UAP									5.54			
WASTE WATER - UAP									40.05			
SANITATION 64 GAL - UAP									18.05			
YARD WASTE PROGRAM									.75			
CART RENT 64 GAL - UAP									1.10			
IDAHO STATE SALES TAX									.06			
HISTORY PERIOD CURR 09/25			BILLED USAGE 500 500			1 cu. ft. equals 7.48 gallons of water			READ CODE:		Total Current Billing	114.52
									A = Actual		Previous Balance	110.81
						E = Estimate F = Final			Adjustments		.00	
									Fees		.00	
									Less Payments Received		110.81	
									Total Amount Due		\$114.52	

UTILITY BILL COMPARISON FOR SINGLE FAMILY HOME - UAP

Schedule H: Utility Fees

Category	FY2025 Fee	Proposed FY2026 Fee
Water Service		
Water Consumption (per cubic foot)	\$0.035891	\$0.039480
Water Meter, Per month, based on size of meter		
Meter Size		
3/4"	\$39.00	\$39.00
3/4" Fire Hydrant Meter	\$75.48	\$75.48
3/4" Utility Assistance Program	\$29.24	\$29.24
1"	\$47.05	\$47.05
1" Utility Assistance Program	\$35.28	\$35.28
1 1/2"	\$100.82	\$100.82
1 1/2 " Utility Assistance Program	\$75.60	\$75.60
2"	\$168.01	\$168.01
2" Fire Hydrant Meter	\$278.05	\$278.05
2" Utility Assistance Program	\$126.02	\$126.02
3"	\$295.69	\$295.69
3" Utility Assistance Program	\$221.77	\$221.77
4" standard or compound	\$430.09	\$430.09
6" standard or compound	\$1,028.23	\$1,028.23
8" standard or compound	\$1,438.13	\$1,438.13
10" standard or compound	\$1,986.27	\$1,986.27
Private fire lines and automatic sprinkler systems, per month		
Connection Size		
2" or less	\$4.04	\$4.44
3"	\$6.73	\$7.40
4"	\$8.87	\$9.76
6"	\$17.94	\$19.73
8"	\$28.70	\$31.57
10"	\$47.71	\$52.48

Other Water Fees		
Hydrant, each use	\$100.00	\$100.00 Plus water used and an \$800 Deposit
Use of hydrant without permission		
1st offense within a calendar year	\$500.00	\$500.00
2nd offense within a calendar year	\$750.00	\$750.00
3rd offense within a calendar year	\$1,000.00	\$1,000.00
Removal or tampering with backflow or filing fraudulent forms		
1st offense within a calendar year	\$500.00	\$500.00
2nd offense within a calendar year	\$750.00	\$750.00
3rd offense within a calendar year	\$1,000.00	\$1,000.00
Shut off for unpaid water or City Code violation	\$75.00	\$75.00
Shut off or turn on after hours	\$100.00	\$100.00
Special meter read	\$50.00	\$50.00
Annual inspection of backflow for commercial	\$60.00	\$60.00
Special meter read after hours	\$50.00	\$50.00 Plus 2 hours labor and equipment
Meter test, upon customer request (Fee assessed only when meter read results in error of less than 1%)	\$50.00	\$50.00 Plus 2 hours labor and equipment
Water Meter Tampering	\$100.00	\$100.00
Bacterial testing	\$45.49	\$50.04
Water line disinfection, per lineal foot	\$0.50	\$0.55

Wastewater Service

Single residences, including mobile homes located on individual lots	\$52.09	\$53.39
Single residences, including mobile homes located on individual lots- Utility Assistance Program	\$39.07	\$40.05
Duplex and triplex residences, per unit	\$52.09	\$53.39
Duplex and triplex residences, per unit - Utility Assistance Program	\$39.07	\$40.05
Apartment houses or similar types of multiple dwellings, per unit	\$52.09	\$53.39
Hotels, motels, mobile home parks, mobile home tourist facilities, and rooming houses		
First unit	\$52.09	\$53.39
Each additional unit	\$37.70	\$38.64
Schools		
Each month school not in session	\$63.40	\$64.99
Each month school in session, per each 100 persons within the school facility	\$129.22	\$132.45
Home Occupation (residential and business)	\$52.88	\$54.20
Hospitals, laundromats, small industry, car washes, RV Parks, restaurants, and taverns, and commercial establishments not otherwise designated in this section		
Base Fee (1 to 1,000 cubic feet)	\$52.09	\$53.39
Each additional cubic foot of water used	\$0.0521	\$0.0534
Business effluent meter station charges		
Minimum monthly charge	\$59.06	\$60.54
Each 1,000 cubic feet of metered effluent	\$52.09	\$53.39
Commercial establishments with no commercial kitchen or industrial water use	\$52.09	\$53.39
Sewer districts, Nez Perce Tribe, other governmental agencies		
Minimum monthly charge	\$59.06	\$60.54
Each 1,000 cubic feet of metered effluent	\$52.09	\$53.39
Septage hauler discharge, based on measured or estimated volume		
Per load	\$46.07	\$47.22
Per gallon	\$0.23	\$0.24

Solid Waste, Yard Waste, and Recycling Service**Residential solid waste, yard waste, and recycling mobile carts, per month**

32 Gallon Cart Service	\$14.84	\$15.58
32 Gallon Cart Rent	\$0.92	\$0.97 Plus ID sales tax
32 Gallon Cart Service - Utility Assistance Program	\$8.94	\$11.68
32 Gallon Cart Rent - Utility Assistance Program	\$0.92	\$0.97 Plus ID sales tax
64 Gallon Cart Service	\$22.90	\$24.05
64 Gallon Cart Rent	\$1.05	\$1.10 Plus ID sales tax
64 Gallon Cart Service - Utility Assistance Program	\$17.19	\$18.05
64 Gallon Cart Rent - Utility Assistance Program	\$1.05	\$1.10 Plus ID sales tax
96 Gallon Cart Service	\$28.74	\$30.18
96 Gallon Cart Rent	\$0.79	\$0.83 Plus ID sales tax
96 Gallon Cart Service - Utility Assistance Program	\$21.56	\$22.64
96 Gallon Cart Rent - Utility Assistance Program	\$0.79	\$0.83 Plus ID sales tax

Minimum residential account charge per month is equal to 32 Gallon Cart Service, unless customer qualifies for Utility Assistance Program.

Additional garbage carts of same size at multiplier of single rate.

Commercial accounts using mobile carts for solid waste, per month

32 Gallon Cart Service	\$14.84	\$15.58
32 Gallon Cart Rent	\$0.92	\$0.97 Plus ID sales tax
64 Gallon Cart Service	\$22.90	\$24.05
64 Gallon Cart Rent	\$1.05	\$1.10 Plus ID sales tax
96 Gallon Cart Service	\$28.74	\$30.18
96 Gallon Cart Rent	\$0.79	\$0.83 Plus ID sales tax

Minimum commercial account charge per month is equal to 32 Gallon Cart Service.

Solid waste drop boxes / dumpsters, per month		
10 Cubic Yard Service, per dump	\$196.61	\$206.44
10 Cubic Yard Rent	\$317.64	\$333.52 Plus ID sales tax
20 Cubic Yard Service, per dump	\$257.85	\$270.74
20 Cubic Yard Rent	\$440.35	\$462.37 Plus ID sales tax
25 Cubic Yard Service, per dump	\$307.99	\$323.39
25 Cubic Yard Rent	\$520.83	\$546.87 Plus ID sales tax
30 Cubic Yard Service, per dump	\$381.08	\$400.13
30 Cubic Yard Rent	\$587.86	\$617.25 Plus ID sales tax
Temporary 10 Cubic Yard Service, per dump	\$334.06	\$350.76
Temporary 20 Cubic Yard Service, per dump	\$552.55	\$580.18
Temporary 30 cubic Yard Service, per dump	\$752.70	\$790.33
Daily Rent (All Sizes)	\$25.52	\$26.80
Solid waste roll-off compaction containers (customer owned), per month		
4 Cubic Yard - wet load, one (1) dump per week	\$716.77	\$752.61
10 Cubic Yard - wet load	\$363.06	\$381.21
10 Cubic Yard - dry load	\$326.27	\$342.58
15 Cubic Yard - wet load	\$455.02	\$477.77
15 Cubic Yard - dry load	\$399.84	\$419.83
20 Cubic Yard - wet load	\$546.98	\$574.33
20 Cubic Yard - dry load	\$473.42	\$497.09
25 Cubic Yard - wet load	\$638.94	\$670.89
25 Cubic Yard - dry load	\$546.98	\$574.33
30 Cubic Yard - wet load	\$771.62	\$810.20
30 Cubic Yard - dry load	\$661.65	\$694.73
40 Cubic Yard - wet load	\$975.69	\$1,024.47
40 Cubic Yard - dry load	\$837.72	\$879.61

Commercial accounts using standard commercial containers for solid waste, per month

1 Cubic Yard

Rent	\$19.71	\$20.70
1 pick up, per week	\$87.21	\$91.57
2 pick ups, per week	\$161.05	\$169.10
3 pick ups, per week	\$238.49	\$250.41
4 pick ups, per week	\$345.33	\$362.60
5 pick ups, per week	\$436.49	\$458.31
6 pick ups, per week	\$534.98	\$561.73

2 Cubic Yard

Rent	\$26.25	\$27.56
1 pick up, per week	\$134.62	\$141.35
2 pick ups, per week	\$245.74	\$258.03
3 pick ups, per week	\$362.32	\$380.44
4 pick ups, per week	\$523.08	\$549.23
5 pick ups, per week	\$660.30	\$693.32
6 pick ups, per week	\$807.26	\$847.62

3 Cubic Yard

Rent	\$32.82	\$34.46
1 pick up, per week	\$194.82	\$204.56
2 pick ups, per week	\$351.86	\$369.45
3 pick ups, per week	\$530.12	\$556.63
4 pick ups, per week	\$768.87	\$807.31
5 pick ups, per week	\$986.02	\$1,035.32
6 pick ups, per week	\$1,223.48	\$1,284.65

4 Cubic Yard

Rent	\$39.39	\$41.36
1 pick up, per week	\$216.63	\$227.46
2 pick ups, per week	\$419.55	\$440.53
3 pick ups, per week	\$695.32	\$730.09
4 pick ups, per week	\$1,025.20	\$1,076.46
5 pick ups, per week	\$1,321.67	\$1,387.75
6 pick ups, per week	\$1,641.37	\$1,723.44

6 Cubic Yard		
Rent	\$45.96	\$48.26
1 pick up, per week	\$304.80	\$320.04
2 pick ups, per week	\$583.86	\$613.05
3 pick ups, per week	\$970.31	\$1,018.83
4 pick ups, per week	\$1,422.47	\$1,493.59
5 pick ups, per week	\$1,902.93	\$1,998.08
6 pick ups, per week	\$2,373.31	\$2,491.98
8 Cubic Yard		
Rent	\$65.65	\$68.93
1 pick up, per week	\$390.47	\$409.99
2 pick ups, per week	\$762.85	\$800.99
3 pick ups, per week	\$1,271.66	\$1,335.24
4 pick ups, per week	\$1,952.38	\$2,050.00
5 pick ups, per week	\$2,656.10	\$2,788.91
6 pick ups, per week	\$3,345.54	\$3,512.82
Transfer Station fees for solid waste and recycling		
Tire disposal, per tire without rim	\$15.00	\$15.75
Appliance disposal, per appliance with refrigerant	\$15.00	\$15.75
Excess Haul, per cubic yard (12 cubic yards included with solid waste service per fiscal year)	\$25.00	\$26.25
Cardboard, per bale	\$25.00	\$26.25
Glass, per five (5) gallon bucket	\$3.00	\$3.15

Other fees for solid waste, yard waste, and recycling		
Change in cart size, after 2nd request	\$25.00	\$25.00
Replacement of cart	\$110.00	\$110.00
Solid waste cart return for unpaid bills	\$25.00	\$25.00
Additional service roll-off: disconnect/reconnect/prepare	\$35.98	\$35.98
Clean-out of dumpsters/commercial containers, per hour	\$70.64	\$74.17
Residential add service: per bag, bundle, box	\$7.06	\$7.41
Commercial add service: per bag, bundle, box	\$9.59	\$10.07
Additional Yard Waste Cart Service, per month	\$3.06	\$3.21
Additional Yard Waste Cart Rent, per month	\$0.31	\$0.33 Plus ID sales tax
Yard Waste Program Fee, per month	\$0.71	\$0.75
Additional Recycling Cart Service, per month	\$4.31	\$4.53
Additional Recycling Cart Rent, per month	\$0.32	\$0.34 Plus ID sales tax
Additional Commercial Solid Waste, per cubic yard	\$28.35	\$29.77
Commercial Yard Waste, per cart	\$14.89	\$15.63
Stormwater Drainage System Service		
Monthly user fee is determined by the number of Equivalent Residential Units (ERUs) per property.		
Residential Properties, per month		
Service Area 1, per ERU	\$7.40	\$7.40
Service Area 1, per ERU - Utility Assistance Program	\$5.54	\$5.54
Service Area 2, per ERU	\$5.70	\$5.70
Service Area 2, per ERU - Utility Assistance Program	\$4.26	\$4.26
Commercial Properties, per month		
Service Area 1, per ERU	\$7.40	\$7.40
Service Area 2, per ERU	\$5.70	\$5.70
Other Water, Wastewater, Solid Waste, and Stormwater Service Fees		
Late fee for unpaid bills, single family	\$15.00	\$15.00
Late fee for unpaid bills, except single family	\$25.00	\$25.00
Outside City Limits: All fees and consumption	1.5 times	1.5 times

QUESTIONS?





CITY COUNCIL MEETING AGENDA ITEM SUMMARY

ITEM TITLE RESOLUTION 2025-39	AGENDA NO. V. B. AGENDA DATE: September 8, 2025
ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.) A single, restated fee schedule for services provided and regularly charged in accordance with Idaho statutes and the Lewiston City Code. This resolution supersedes Resolutions 2020-57, 2024-19, 2024-21, 2024-22, 2024-23, 2024-25, 2024-26, 2024-27, 2024-28, and 2024-29 in their entirety.	
BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources) This resolution shall take effect on October 1, 2025.	
ACTION PROPOSED Consider the FY2026 proposed fee schedule (Appendix A); approve as proposed or make revisions.	

RESOLUTION 2025-39

A RESOLUTION RESTATING AND ADOPTING A FEE SCHEDULE FOR SERVICES PROVIDED AND REGULARLY CHARGED FOR THE CITY OF LEWISTON EFFECTIVE OCTOBER 1, 2025

WHEREAS, the City Council has determined that adoption of a single, restated fee schedule for services provided and regularly charged in accordance with Idaho statutes and the Lewiston City Code is appropriate and reasonably related to the purposes for which such fees are imposed; and

WHEREAS, pursuant to Idaho Code § 63-1311A, a duly noticed public hearing was held, and the City Council carefully considered the testimony and input received from the public; and

WHEREAS, following such consideration, the City Council finds it to be in the best interest of the City of Lewiston and its citizens to adopt the restated fee schedule to amend and update existing fees and to include new or increased fees as addressed in the public hearing.

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

SECTION 1: The City Council hereby adopts and incorporates the above recitals as findings of fact and conclusions in support of this Resolution.

SECTION 2: The restated fee schedule, attached hereto as Exhibit A and incorporated herein by this reference, is hereby adopted and approved. The restated fee schedule shall amend and supersede any previously adopted fee schedules for the same fees addressed therein.

SECTION 3: Upon the effective date of this resolution, this resolution shall supersede Resolutions 2020-57, 2024-19, 2024-20, 2024-21, 2024-22, 2024-23, 2024-25, 2024-26, 2024-27, 2024-28 and 2024-29 in their entirety.

SECTION 4: This resolution shall take effect on October 1, 2025.

Signatures on next page

PASSED this _____ day of _____ 2025.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

Tanya M. Brocke, City Clerk

EXHIBIT A
TO RESOLUTION 2025-39

Schedule A: Public Records

Category	FY2025 Fee	Proposed FY2026 Fee
Public Records		
The City of Lewiston may require advance payment of estimated fees associated with responding to any public record requests		
Resident: Photocopying less than 100 pages on standard 8.5 inch by 11 inch (8.5" X 11") paper where no redacting of confidential information is required	No charge	
Resident: Photocopying more than 100 pages on standard 8.5 inch by 11 inch (8.5" x 11") paper	Actual copying cost & labor ⁽¹⁾ rate to be determined at time request is submitted	
Non-Resident: Photocopying	Actual copying cost & labor ⁽²⁾ rate to be determined at time request is submitted	
Photocopying on paper other than standard 8.5 inch by 11 inch (8.5" x 11") paper	Actual copying cost & labor ⁽²⁾ rate to be determined at time request is submitted	
Request does not include records from which non-public information must be redacted		
Resident: Where actual labor associated with locating and photocopying/printing hard copy and/or electronic documents equals or is less than 2 person hours	No charge	
Resident: Where actual labor associated with locating and photocopying/printing hard copy and/or electronic documents exceeds 2 person hours	Actual copying cost & labor ⁽¹⁾ rate to be determined at time request is submitted	
Non-Resident: All record requests regardless of person hours used	Actual copying cost & labor ⁽²⁾ rate to be determined at time request is submitted	
Request includes records from which non-public information must be redacted:		
Resident: Non-audio and non-video records if can be completed within 2 hours	No charge	
Resident: Non-audio and non-video records exceeding 2 hours	Actual copying cost & labor ⁽¹⁾ rate to be determined at time request is submitted	
Resident: Audio and video records	Actual copying cost & labor ⁽¹⁾ rate to be determined at time request is submitted	
Non-Resident: All records	Actual copying cost & labor ⁽²⁾ rate to be determined at time request is submitted	

Photocopying Fees		
Black and White 8.5 inch by 11 inch (8.5" X 11")	\$0.10	\$0.10 Per Page
Color 8.5 inch by 11 inch (8.5" X 11") copies	\$0.18	\$0.18 Per Page
Color Map 8.5 inch by 11 inch (8.5" X 11") copies	\$1.00	\$1.00 Per Page
Black and White 8.5 inch by 14 inch (8.5" X 14") copies	\$0.14	\$0.14 Per Page
Color 8.5 inch by 14 inch (8.5" X 14") copies	\$0.17	\$0.17 Per Page
Black and White 11 inch by 17 inch (11" X 17") copies	\$0.18	\$0.18 Per Page
Color 11 inch by 17 inch (11" X 17") copies	\$0.21	\$0.21 Per Page
Color Map 11 inch by 17 inch (11" X 17") copies	\$2.00	\$2.00 Per Page
Color Map Large Document (plotter)	\$5.00	\$5.00 Per Page

Other Fees	
Where copies of records are mailed or shipped	Actual cost if greater than \$5
Transfer of documentation in the form of computer tapes, discs, microfilm, or similar record media	Actual copying cost & labor ⁽²⁾ rate to be determined at time request is submitted
Where the City incurs out of pocket costs required for providing the requested records	Actual out of pocket costs

Note: If the City has reason to believe that a requester or group of requesters is attempting to break down a request into a series of requests for the purpose of avoiding a fee assessment, the City will aggregate such requests to determine the total fee and charge accordingly.

⁽¹⁾ Fees for labor shall be charged at the loaded hourly rate (hourly wage plus benefits) of the lowest paid department employee for the City of Lewiston who is necessary and qualified to process the public record request.

⁽²⁾ Fees for labor shall be charged at the loaded hourly rate (hourly wage plus benefits) of the actual employee for the City of Lewiston who is necessary and qualified to process the public record request.

Schedule B: Ambulance / EMS Fees

Category	FY2025 Fee	Proposed FY2026 Fee
Ambulance / EMS Fees		
Basic Life Support	\$655	\$684.00
Advanced Life Support Transport	\$900	\$941.00
Advanced Life Support Treat and No Transport	\$275	\$287.00
Multiple Patients	\$246	\$257.00
Out of Area Transfers		
Basic life support between Lewiston/Clarkston/Asotin, and Spokane, Moscow, Pullman, Cottonwood, Grangeville, Orofino	\$492	\$514.00
Advanced life support between Lewiston/Clarkston/Asotin, and Spokane, Moscow, Pullman, Cottonwood, Grangeville, Orofino	\$764.65	\$799.00
Local Non-Emergency Inter-facility, Home, and Medical Flight Connection		
Basic Life Support between hospitals or home, nursing homes and hospitals	\$273.68	\$286.00
Advanced Life Support between hospitals or home, nursing homes and hospitals	\$464.33	\$485.00
Second Attendant	\$218.33	\$228.00
Mileage - Per patient transport mile	\$16.00	\$16.50
Oxygen	\$38.95	\$40.75
Extrication	\$136.33	\$142.00
Medical Convenience or Standby Time - Per Hour	\$109.68	\$115.00
Ambulance Special Event Standby - Per hour	\$130.00	\$130.00
Single EMS Provider Special Event Standby - Per Hour	\$65.00	\$65.00

Schedule C: Parks and Recreation

Category	FY2025 Fee	Proposed FY2026 Fee
Community Center Room Rentals (Per Hour)		
Steelhead Room	\$35.00	\$35.00
Kokanee	\$30.00	\$30.00
Sturgeon	\$30.00	\$30.00
Salmon	\$25.00	\$25.00
Cutthroat	\$25.00	\$25.00
Kitchen	\$65.00 / flat	\$65.00 flat
Steelhead/Salmon	\$50.00	\$50.00
Steelhead/Salmon/Cutthroat	\$65.00	\$65.00
Entire Building	\$130.00	\$130.00
Projector / Speakers	\$40 / flat	\$40 / flat
Ball Fields		
Game (5 hours)	\$100.00	\$100.00
Tournament (10 hours)	\$155.00	\$155.00
Extra Hour	\$20 per hr	\$20 per hr
Concession Stand	\$40 flat	\$40 flat
Ball Field Lights	\$15 per hr	\$15 per hr
General Park Reservations		
Park Reservations (per day)	\$40.00	\$40.00
Shelter Reservations for Kiwanis, Airport, Hereth, or Sunset Park		
Small Group: Less than 100 people	\$70.00	\$70.00
Medium Group: 100 to 249 people	\$80.00	\$80.00
Large Group: 250 to 499 people	\$140.00	\$140.00
Extra Large Group: 500 or more people	\$235.00	\$235.00
Fenton Gym		
Fenton Gym Rental (Per Hour)	\$30.00	\$30.00
Bouncy Castle (add on to Fenton Gym rental)	\$150 for 2 hours + \$50 per additional hour \$150 for 2 hours + \$50 per additional hour	

Reservation for Band Shell at Pioneer Park		
Small Group: Less than 100 people	\$90.00	\$90.00
Medium Group: 100 to 249 people	\$100.00	\$100.00
Large Group: 250 to 499 people	\$165.00	\$165.00
Extra Large Group: 500 or more people	\$250.00	\$250.00
Miscellaneous Park and Recreation Fees		
Alcohol Permit (add on to Rentals/Reservations)	\$30.00	\$30.00
Inflatable Movie Screen	\$300.00	\$300.00
Cancellation Processing	\$20.00	\$20.00
City Sponsored Event Vendor Fees		
1-5 vendors	\$50.00	\$50.00
6-10 vendors	\$75.00	\$75.00
10+ Vendors	\$100.00	\$100.00
Bryden Canyon Golf Course Fees		
Annual Season Pass	\$1,225.00	\$1,275.00
Young Adult (Under 39)	\$750.00	\$785.00
Senior Pass (over 65)	\$1,150.00	\$1,195.00
Junior Pass (17 & Under)	\$155.00	\$175.00
9 Holes with Cart	\$1,150.00	\$1,195.00
Players Card	\$125.00	\$135.00
Family Pass	\$1,650.00	\$1,700.00
Daily Fees		
Adult 18 Hole Green Fee	\$37.00	\$39.00
Adult 9 Hole Green Fee	\$23.00	\$24.00
Military (Tuesdays Only) with Cart	\$28.00	\$30.00
College Student Rate	\$18.00	\$19.00
Junior Rate (17 & Under)	\$13.00	\$13.00
Junior Rate (17 & Under) with Paid Adult	\$1.00	\$1.00
Players Card Daily Fee	\$22.00	\$23.00
Yearly Cart Fees and Trail Fees		
Yearly Rental 2 Seats	\$1,150.00	\$1,175.00
Yearly Rental 1 Seat (18 holes per day with \$10 replay)	\$800.00	\$825.00
Yearly Trail Fee	\$200.00	\$225.00
Daily Trail Fee	\$9.00	\$10.00

Daily Cart Fees		
18 Holes (per seat)	\$20.00	\$20.00
9 Holes (per seat)	\$13.00	\$13.00
Pull Cart	\$5.00	\$5.00
Daily Finn Scooter Fees		
18 Holes	\$25.00	\$25.00
9 Holes	\$16.00	\$16.00
Cart Storage Fees		
Old Barn with Electricity	\$500.00	\$525.00
Portable Barnes with Electricity	\$600.00	\$625.00
Parking Lot, Gas Carts Only	\$580.00	\$600.00
Range Passes		
With Season Pass	\$220.00	\$230.00
Without Season Pass	\$340.00	\$350.00
Range Ball Fees		
Small Basket	\$6.00	\$6.00
Large Basket	\$10.00	\$11.00
Corporate Passes		
300 Individual Passes	\$3,750.00	\$3,950.00

Schedule D: Normal Hill Cemetery Fees

Category	FY2025 Fee	Proposed FY2026 Fee
Grave Fees		
Single Depth Adult	\$1,265.00	\$1,265.00
Double Depth Adult	\$1,560.00	\$1,560.00
Infant and Cremains	\$375.00	\$375.00
Mausoleum Crypts		
Rows 1-4	\$2,080.00	\$2,080.00
Rows 5-6	\$1,555.00	\$1,555.00
Niches - Single	\$1,125.00	\$1,125.00
Niches - Double	\$1,915.00	\$1,915.00
Opening and Closing Fees		
Single Depth Adult	\$1,185.00	\$1,201.00
Second Right of Internment for Cremains		
Without Graveside Service	\$840.00	\$885.00
With Graveside Service	\$1,130.00	\$1,152.00
Double Depth Adult		
1st Burial	\$1,370.00	\$1,400.00
2nd Burial	\$1,185.00	\$1,201.00
Infant and Cremains Grave		
Without Graveside Service	\$500.00	\$556.00
With Graveside Service	\$790.00	\$800.00
Mausoleum Niche		
Without Graveside Service	\$475.00	\$524.00
With Graveside Service	\$520.00	\$600.00
Other Cemetery Fees		
Monument Site Staking Fee (City)	\$75.00	\$75.00
Saturday Service (Wilbert's Vault)	\$280.00	\$400.00
Sunday Service (Wilbert's Vault)	\$420.00	\$600.00
Quit Claim Fee	\$50.00	\$50.00
Cremation Disinterment Fee	\$275.00	\$275.00

Schedule E: Business Licensing

Category	FY2025 Fee	Proposed FY2026 Fee
Business and Occupation License - Licensed per Location or Per Business with No Physical Location (All Commercial/General Businesses, Home Occupations, Preschool Facilities, Pawn Brokers, Junk Deals, and Taxicab Companies)		
0-5 employees	\$94.00	\$94.00
6 employees	\$108.00	\$108.00
7 employees	\$129.00	\$129.00
8 employees	\$143.00	\$143.00
9 employees	\$164.00	\$164.00
10 employees	\$180.00	\$180.00
11 employees	\$196.00	\$196.00
12 employees	\$216.00	\$216.00
13 employees	\$232.00	\$232.00
14 employees	\$253.00	\$253.00
15 employees	\$270.00	\$270.00
16 employees	\$285.00	\$285.00
17 employees	\$306.00	\$306.00
18 employees	\$320.00	\$320.00
19 employees	\$338.00	\$338.00
20 or more employees	\$358.00	\$358.00
Event		
Exhibit, Fair, or Market (Special Event) Per Event	\$61.00	\$61.00
Special Licenses		
Restaurant/Bar Patio Approval (One time fee - Initial Approval)		
Per Location	\$109.00	\$109.00
Transfer of Restaurant Patio Approval	No Fee	No Fee
Temporary Vendor License Per Location	\$94.00	\$94.00
Background Study		
Lewiston Police Department (LPD) (no fingerprints)	No Fee	No Fee
State Police Background Check	\$70.00	\$70.00
Tree Pruner		
Commercial Tree Pruners License	\$52.00	\$52.00

Alcohol Beverage Licenses		
Liquor by the Drink License	\$562.50	\$562.50
Renewal of Liquor by the Drink License	\$562.50	\$562.50
Transfer of Liquor by the Drink License	\$0.00	\$56.25
Wine by the Drink License	\$200.00	\$200.00
Renewal of Wine by the Drink License	\$200.00	\$200.00
Transfer of Wine by the Drink License	\$10.00	\$10.00
Retail Wine License	\$200.00	\$200.00
Renewal of Retail Wine License	\$200.00	\$200.00
Transfer of Retail Wine License	\$10.00	\$10.00
Retail Beer License - Off Premises	\$50.00	\$50.00
Renewal of Retail Beer License - Off Premises	\$50.00	\$50.00
Transfer of Retail Beer License - Off Premises	\$5.00	\$5.00
Retail Beer License - On Premises	\$200.00	\$200.00
Renewal of Retail Beer License - On Premises	\$200.00	\$200.00
Transfer of Retail Beer License - On Premises	\$5.00	\$5.00
Alcohol Catering Permit - per day	\$20.00	\$20.00
Copies and Certifications		
Business License Copy (mailed)	\$1.00	\$5.00
Certification of Copies	\$5.00	\$5.00
Lost Business License	\$5.00	\$5.00
Business Name Change or Ownership Change	\$5.00	\$5.00
Business Premises Inspection Fee		
Business Premises Inspection Fee	\$224.00	\$224.00
Appeal Fee		
Fee to appeal a written decision of the Business License Coordinator or Community Development Director under Chapter 21 of the Lewiston City Code (Business Licenses)	\$78.00	\$78.00

Schedule F: Community Development Fees

Category	FY2025 Fee	Proposed FY2026 Fee
Planning and Zoning Fees		
Annexation Petition - one acre or less	\$486.00	\$510.30
Each additional acre after one acre	\$17.00	\$17.85
Appeal of Community Development Decision	\$84.00	\$88.20
Appeal of Planning and Zoning Commission Decision - equal to original filing fee		
Comprehensive Plan Map Amendment - one acre or less	\$486.00	\$510.30
Each additional acre after one acre	\$17.00	\$17.85
Conditional Use Permit	\$325.00	\$341.25
Parking Lot	\$321.00	\$337.05
Nonconforming Use, Change	\$325.00	\$341.25
Planned Unit Development (PUD)- one acre or less	\$486.00	\$510.30
Each additional acre after one acre	\$17.00	\$17.85
Planned Unit Development (PUD) amendment	\$227.00	\$238.35
Setback Exception Requests	\$245.00	\$257.25
Variance, Standard	\$245.00	\$257.25
Variance, Administrative	\$245.00	\$257.25
Zone Change - one acre or less	\$486.00	\$510.30
Each additional acre after one acre	\$17.00	\$17.85
Zoning Letters	\$174.00	\$182.70
Multiple Applications at one time - the fee of the greatest value shall be charged at full price. Any additional actions shall be charged at half price.		

Building Permit Fees

Commercial Building Permit Fees - Based on Valuation

Valuation shall be calculated pursuant to Section 109.3 of the International Building Code pertaining to building permit valuations, as adopted and amended by the City of Lewiston.

Valuation Up to \$500	\$40.10	\$40.10	
Valuation \$501 to \$2,000 (Fee amount for first \$500)	\$40.10	\$40.10	Plus \$6.31 for each additional \$100 or fraction thereof, to and including \$2,000
Valuation \$2,001 to \$25,000 (Fee amount for first \$2,000)	\$134.89	\$134.89	Plus \$24.19 for each additional \$1,000 or fraction thereof, to and including \$25,000
Valuation \$25,001 to \$50,000 (Fee amount for first \$25,000)	\$684.33	\$684.33	Plus \$17.30 for each additional \$1,000 or fraction thereof, to and including \$50,000
Valuation \$50,001 to \$100,000 (Fee amount for first \$50,000)	\$1,116.89	\$1,116.89	Plus \$11.98 for each additional \$1,000 or fraction thereof, to and including \$100,000
Valuation \$100,001 to \$500,000 (Fee amount for first \$100,000)	\$1,715.48	\$1,715.48	Plus \$9.59 for each additional \$1,000 or fraction thereof, to and including \$500,000
Valuation \$500,001 to \$1,000,000 (Fee amount for first \$500,000)	\$5,553.58	\$5,553.58	Plus \$9.21 for each additional \$1,000 or fraction thereof, to and including \$1,000,000
Valuation \$1,000,001 and up (Fee amount for first \$1,000,000)	\$10,162.40	\$10,162.40	Plus \$6.34 for each additional \$1,000 or fraction thereof

Residential Building Permit Fees - Based on Valuation

Valuation shall be calculated pursuant to Section 109.3 of the International Building Code pertaining to building permit valuations, as adopted and amended by the City of Lewiston.

Valuation Up to \$500	\$28.14	\$28.14	
Valuation \$501 to \$2,000 (Fee amount for first \$500)	\$28.14	\$28.14	Plus \$3.95 for each additional \$100 or fraction thereof, to and including \$2,000
Valuation \$2,001 to \$25,000 (Fee amount for first \$2,000)	\$87.61	\$87.61	Plus \$17.19 for each additional \$1,000 or fraction thereof, to and including \$25,000
Valuation \$25,001 to \$50,000 (Fee amount for first \$25,000)	\$483.01	\$483.01	Plus \$12.50 for each additional \$1,000 or fraction thereof, to and including \$50,000
Valuation \$50,001 to \$100,000 (Fee amount for first \$50,000)	\$795.69	\$795.69	Plus \$8.66 for each additional \$1,000 or fraction thereof, to and including \$100,000
Valuation \$100,001 to \$500,000 (Fee amount for first \$100,000)	\$1,228.78	\$1,228.78	Plus \$6.92 for each additional \$1,000 or fraction thereof, to and including \$500,000
Valuation \$500,001 to \$1,000,000 (Fee amount for first \$500,000)	\$4,000.72	\$4,000.72	Plus \$5.81 for each additional \$1,000 or fraction thereof, to and including \$1,000,000
Valuation \$1,000,001 and up (Fee amount for first \$1,000,000)	\$6,910.39	\$6,910.39	Plus \$4.66 for each additional \$1,000 or fraction thereof

Building Plan Review Fees

Building Permit Plan Review Fees			65% of Building Permit Fee
Additional Plan Review required by changes, additions, or revisions to plans	\$72.20	\$72.20	hours
Outside consultants for Plan review (fees set by consultant)			consultant

Electrical Permit Fees

Residential Electrical Fees

Temporary Construction Services Only (200 amp or less, one location)	\$72.20	\$72.20	
New Single Family Dwelling, including all buildings wiring on each property. Based on living space within a dwelling unit utilized for living, sleeping, eating, cooking, bathing, washing, and/or sanitation purposes, up to 1,500 square feet.	\$216.56	\$216.56	Plus \$72.20 for each additional 1,000 sq ft or portion thereof
New Duplex	\$433.11	\$433.11	
Existing Residence (one circuit included)			Plus \$11.10 for each additional branch circuit, up to the maximum of the corresponding square feet of the building
Modular, Manufactured, or Mobile Homes (one circuit included)			
Detached Shop	\$72.20	\$72.20	
Residential Spas, Hot Tubs, Hydro Massage Tubs, and Swimming Pools	\$72.20	\$72.20	Per Inspection
Signs (per sign)	\$72.20	\$72.20	
Outline Lighting (per occupancy)	\$72.20	\$72.20	

Commercial, Multi-family (3+ units), Industrial, and Alternative Energy Electrical Fees - Based on Valuation

Valuation shall include all labor, materials, equipment, overhead, and profit, as well as all labor, materials, and equipment supplied by others. The project value cannot be reduced by labor, material, or equipment that is donated or supplied by others. At the time of "final" inspection, the scope of work, valuation, and permit fees will be verified.

Valuation up to \$10,000	\$66.63	\$66.63	Plus Valuation x 0.032
Valuation between \$10,001 and \$100,000	\$288.74	\$288.74	Plus (Valuation - \$10,000) x 0.028
Valuation \$100,001 and up	\$1,288.24	\$1,288.24	Plus (Valuation - \$100,000) x 0.015
Plan Review Fee	\$39.77	\$39.77	Or 25% of electrical permit fee, whichever is greater

Mechanical Permit Fees

Residential Mechanical Fees

New Single Family Dwelling, including all buildings wiring on each property. Based on living space within a dwelling unit utilized for living, sleeping, eating, cooking, bathing, washing, and/or sanitation purposes, up to 1,500 square feet.	\$216.56	\$216.56	Plus \$72.20 for each additional 1,000 sq ft or portion thereof
New Duplex	\$433.11	\$433.11	
Existing Residence (one HAVC equipment included)			Plus \$11.10 for each additional HVAC
Modular, Manufactured, or Mobile Homes (one HVAC equipment included)			equipment being
Detached Shop	\$72.20	\$72.20	installed, up to the maximum of the corresponding square feet of the building
Gas Line	\$72.20	\$72.20	
Kitchen Range Hoods	\$72.20	\$72.20	
Solid Fuel/Gas Fuel Appliance	\$72.20	\$72.20	Per Inspection
Hydronic Heating	\$72.20	\$72.20	Plus \$11.10 x by the number of zones
Requested Inspection or Miscellaneous Inspections	\$72.20	\$72.20	Per hour
Commercial, Multi-family (3+ units), Industrial, and Alternative Energy Mechanical Fees - Based on Valuation			
Valuation shall include all labor, materials, equipment, overhead, and profit, as well as all labor, materials, and equipment supplied by others. The project value cannot be reduced by labor, material, or equipment that is donated or supplied by others. At the time of "final" inspection, the scope of work, valuation, and permit fees will be verified.			
Valuation up to \$10,000	\$66.63	\$66.63	Plus Valuation x 0.032
Valuation between \$10,001 and \$100,000	\$288.74	\$288.74	Plus (Valuation - \$10,000) x 0.028
Valuation \$100,001 and up	\$1,288.24	\$1,288.24	Plus (Valuation - \$100,000) x 0.015
Plan Review Fee	\$39.77	\$39.77	Or 25% of mechanical permit fee, whichever is greater

Plumbing Permit Fees

Residential Plumbing Fees

New Single Family Dwelling, including all buildings wiring on each property. Based on living space within a dwelling unit utilized for living, sleeping, eating, cooking, bathing, washing, and/or sanitation purposes, up to 1,500 square feet.	\$216.56	\$216.56	Plus \$72.20 for each additional 1,000 sq ft or portion thereof
New Duplex	\$433.11	\$433.11	
Existing Residence (one fixture included)			Plus \$11.10 for each additional fixture, up to the maximum of the corresponding square feet of the building
Detached Shop	\$72.20	\$72.20	
Sewer Line	\$72.20	\$72.20	
Water Line	\$72.20	\$72.20	
Sewer and Water Line (if inspected at the same time)	\$72.20	\$72.20	
Sewer turnaround/Domestic Water (change from septic to City, water re-piper under house)	\$72.20	\$72.20	
Lawn Sprinklers	\$72.20	\$72.20	
Modular, Manufactured, or Mobile Homes (sewer and water stub connections)	\$72.20	\$72.20	
Requested Inspection or Miscellaneous Inspections	\$72.20	\$72.20	Per hour

Commercial, Multi-family (3+ units), Industrial, and Alternative Energy Plumbing Fees - Based on Valuation

Valuation shall include all labor, materials, equipment, overhead, and profit, as well as all labor, materials, and equipment supplied by others. The project value cannot be reduced by labor, material, or equipment that is donated or supplied by others. At the time of "final" inspection, the scope of work, valuation, and permit fees will be verified.

Valuation up to \$10,000	\$66.63	\$66.63	Plus Valuation x 0.032
Valuation between \$10,001 and \$100,000	\$288.74	\$288.74	Plus (Valuation - \$10,000) x 0.028
Valuation \$100,001 and up	\$1,288.24	\$1,288.24	Plus (Valuation - \$100,000) x 0.015
Plan Review Fee	\$39.77	\$39.77	Or 25% of mechanical permit fee, whichever is greater

Fire Fee Schedule**Residential, Commercial, and Industrial Fire Fees**

Fire Sprinklers - New System	\$222.10	\$222.10 Plus \$2.22 per head
Fire Sprinklers - Repair or Modification	\$111.05	\$111.05 Plus \$2.22 per head
Fire Alarm - New System (detection and notification)	\$222.10	\$222.10 Plus \$2.22 per device
Fire Alarm - Repair or Modification	\$111.05	\$111.05 Plus \$2.22 per device
Fire Lines - New Line	\$111.04	\$111.04 plus \$1.10 per linear foot
Chemical Suppression System (Hood Suppression, Paint Booth, Clean Agent, etc.) - New System	\$111.04	\$111.04 plus 3% of value of work
Chemical Suppression System (Hood Suppression, Paint Booth, Clean Agent, etc.) - Repair or Modification	\$55.52	\$55.52
Plan Review Fee	\$39.77	\$39.77 Or 25% of mechanical permit fee, whichever is greater

Special Permit Fees

Building permit for barrier removal in existing buildings, solely to enhance building accessibility for the disabled, and not associated with any other work	\$1.00	No Fee
Building Permit for energy efficiency upgrades in existing buildings, such as lighting or insulation, and not associated with any other work	\$1.00	No Fee
Repair or replacement of permitted work performed under warranty	\$1.00	No Fee

Other Permit Fees

Demolition (does not include bond)	\$144.36	\$144.36
Swimming Pools	\$181.13	\$181.13
Foundation Only (Residential)	\$52.19	\$52.19
Foundation Only (Commercial)	\$296.52	\$296.52
Conditional Certificate of Occupancy	\$346.87	\$346.87

Park Lodging		
R.V. Parks, Tiny House Villages, Transitional Housing Villages - Site work including utilities and underground	\$100.00	\$100.00 per unit
Manufactured Homes, Tiny Homes, and Mobile Homes on a permanent or standard set foundation in a park		
1 section	\$162.76	\$162.76
2 sections	\$261.01	\$261.01
3 sections	\$358.90	\$358.90
Manufactured Homes, Tiny Homes, and Mobile Homes on a permanent or standard set foundation on a private lot		
1 section	\$261.01	\$261.01
2 sections	\$391.42	\$391.42
3 sections	\$521.98	\$521.98
Reactivation of Expired Permits		
No building or trade code change since original review		25% of new application
Building or trade code changes since original review		50% of new application
Inspections		
Inspections outside of normal Community Development Business Hours	\$72.20	\$72.20 hours
Re-inspection fees assessed under Section 109.5 of the International Building Code, as adopted and amended by the City of Lewiston	\$72.20	\$72.20 Per Hour; minimum 1/2 hours
Inspection for which no fee is specifically indicated - "Special and Real Property"	\$72.20	\$72.20 Per Hour; minimum 1/2 hours
Outside consultants for Inspections (fees set by consultant)		Actual cost set by consultant

Schedule G: Public Works Fees

Category	FY2025 Fee	Proposed FY2026 Fee
Appeal Fee		
Appeal of a written order or decision of the Public Works Department or Public Works Director	\$200.00	\$200.00
Vacation of Public Rights-of-Way, Easements, and Plats Fees		
Vacation of a Public Right-of-Way or Plat		
Notice of Intent, non-refundable	\$400.00	\$400.00
Petition Filing if affected area is less than 10,000 square feet, non-refundable	\$100.00	\$100.00
Petition Filing if affected area is less than 10,000 square feet, non-refundable	\$600.00	\$600.00
Petition to Vacate an Easement	\$250.00	\$250.00
Notice for Public Hearing for a Vacation Petition		Actual cost incurred or billed to the City
Encroachment Permits Fees		
Encroachment Permit, non-refundable	\$75.00	\$75.00
Encroachment Permit associated with a Parklet, non-refundable	\$200.00	\$200.00
Right-of-way Permit Fees		
Base Fee	\$94.45	\$96.81
Bellhole	\$1.80	\$1.85 Each
Curb and Gutter Install / Removal	\$0.39	\$0.40 Per Lineal Foot
Sidewalk Install / Removal	\$0.39	\$0.40 Per Lineal Foot
Other cuts or uses misc.	\$1.80	\$1.85
Bore	\$0.11	\$0.11 Per Lineal Foot
Trench / Street Cut	\$0.39	\$1.00 Per Lineal Foot
Survey, Design, and Staking	\$78.90	\$80.87
Investigation of Unauthorized Work in Right-of-Way		Amount equal to the permit fee required by this section.
Subdivision Fees		
Administrative Plat	\$869.69	\$891.43 Plus \$20.96 per lot
Preliminary Plat	\$526.18	\$539.33 Plus \$20.96 per lot
Final Plat	\$526.18	\$539.33 Plus \$20.96 per lot
Voluntary Fee in-lieu-of (FILO) Sidewalk Construction		
Sidewalk, Curb, and Gutter Install	\$106.42	\$109.27 Per Lineal Foot
Voluntary Traffic Impact Analysis Area Fees (in lieu of traffic impact study)		
Bryden Avenue Voluntary Traffic Impact Analysis Area	\$903.00	\$903.00 Per peak hour trip
East Orchards Voluntary Traffic Impact Analysis Area	\$1,239.00	\$1,239.00 Per peak hour trip

Wireless Communication Facilities (WCF) in Public Rights-of-way

Includes all related City of Lewiston permit fees, including building permit fees.

Type 1: Small wireless facilities (≤ 5 sites)	\$500.00	\$500.00
Small wireless facilities (> 5 sites)	\$500.00	\$500.00 Plus \$100 per site
Type 2: New Pole intended to support small wireless facilities	\$1,000.00	\$1,000.00
Type 3: Wireless facilities other than small wireless facilities	\$750.00	\$750.00
Type 4: New tower intended to support something other than small wireless facilities	\$1,250.00	\$1,250.00
Application for an alternative use permit or waiver to a standard	No fee	No fee
Appeal of a decision of the Public Works Director regarding an application for an alternative use permit or a waiver to a standard.	No fee	No fee

The city may retain the services of an independent, third-party expert to provide technical and other evaluations WCF applications. The applicant shall pay the cost for any independent consultant fees through a deposit, estimated by the city, within ten (10) days of the city's request.

Parades and Public Assemblies

First Time Application	\$200.00	\$200.00
Recurring Application requiring a new or modified traffic control plan	\$200.00	\$200.00
Recurring Application that does not require a new or modified traffic control	\$60.00	\$60.00

Water Fees - City Water System

Equity buy-in fees

Residential

Single Family	\$3,218.00	\$3,534.00
Duplex	\$4,500.00	\$4,947.00
Multifamily, first unit	\$3,218.00	\$3,534.00
Multifamily, per additional unit	\$1,282.00	\$1,413.00

Commercial - based on size of meter

3/4"	\$3,218.00	\$3,534.00
1"	\$5,287.00	\$5,889.00
1 1/2"	\$10,163.00	\$11,778.00
2"	\$16,269.00	\$18,846.00
3"	\$37,504.00	\$41,225.00
4"	\$65,847.00	\$70,671.00
6"	\$145,206.00	\$159,009.00
8"	\$171,168.00	\$188,456.00
10"	\$237,774.00	\$270,905.00

Water Service Connection Fees**New installation, not stubbed into property - based on size of meter**

3/4"	\$3,773.00	\$3,867.33
1"	\$4,117.00	\$4,219.93
1 1/2"	\$6,004.00	\$6,154.10
2"	\$7,252.00	\$7,433.30

Other - determined by Water Systems Manager based on the actual cost of labor, equipment, and materials plus ten percent (10%) for administrative costs

New installation, stubbed into property - based on size of meter

3/4"	\$1,998.00	\$2,047.95
1"	\$2,273.00	\$2,329.83

Other - determined by Water Systems Manager based on the actual cost of labor, equipment, and materials plus ten percent (10%) for administrative costs

New installation, meter only in new subdivision - based on size of meter

3/4"	\$523.00	\$536.08
1"	\$634.00	\$649.85
1 1/2"	\$1,088.00	\$1,115.20
2"	\$1,396.00	\$1,430.90

Other - determined by Water Systems Manager based on the actual cost of labor, equipment, and materials plus ten percent (10%) for administrative costs

Change in meter size, that require street cuts determined by Water Systems Manager based on the actual cost of labor, equipment, and materials plus ten percent (10%) for administrative costs

Pipe incidental to the installation and connection of water service shall be calculated as if the water main were in the center of the street in order that a uniform charge may be made to property abutting on opposite sides of the street.

Fire Line Tap into City Water Main - based on size of Main

4" Fire Line

4" Main	Requires a Tee	Requires a Tee
6" Main	\$1,463.40	\$1,499.99
8" Main	\$1,463.40	\$1,499.99
10" Main	\$1,463.40	\$1,499.99
12" Main	\$1,770.20	\$1,814.46
14" Main	\$1,770.20	\$1,814.46
16" Main	\$1,770.20	\$1,814.46

6" Fire Line

4" Main	Requires a Tee	Requires a Tee
6" Main	Requires a Tee	Requires a Tee
8" Main	\$1,770.20	\$1,814.46
10" Main	\$1,770.20	\$1,814.46
12" Main	\$2,086.27	\$2,138.43
14" Main	\$2,086.27	\$2,138.43
16" Main	\$2,086.27	\$2,138.43

10" Fire Line

4" Main	Requires a Tee	Requires a Tee
6" Main	Requires a Tee	Requires a Tee
8" Main	Requires a Tee	Requires a Tee
10" Main	Requires a Tee	Requires a Tee
12" Main	\$2,086.27	\$2,138.43
14" Main	\$2,086.27	\$2,138.43
16" Main	\$2,440.54	\$2,501.55
18" Main	\$2,440.54	\$2,501.55

12" Fire Line

12" Main	Requires a Tee	Requires a Tee
14" Main	\$2,776.29	\$2,845.70
16" Main	\$2,776.29	\$2,845.70
18" Main	\$2,776.29	\$2,845.70
20" Main	\$3,110.88	\$3,188.65
22" Main	\$3,110.88	\$3,188.65
24" Main	\$3,498.73	\$3,586.20

Wastewater Fees**Equity Buy-in Fees. Wastewater collection lines, per connection****Residential**

Single Family	\$1,758.00	\$1,975.00
Duplex	\$3,110.00	\$3,555.00
Multifamily, first unit	\$1,758.00	\$1,975.00
Multifamily, per additional unit	\$1,353.00	\$1,580.00

Commercial - based on size of meter

3/4"	\$1,758.00	\$1,975.00
1"	\$2,882.00	\$3,291.00
1 1/2"	\$5,586.00	\$6,582.00
2"	\$8,941.00	\$10,532.00
3"	\$20,387.00	\$23,038.00
4"	\$34,807.00	\$39,494.00
6"	\$75,875.00	\$88,863.00
8"	\$91,384.00	\$105,319.00

Equity Buy-in Fees. Wastewater treatment plant, per connection**Residential**

Single Family	\$2,564.00	\$2,805.00
Duplex	\$4,499.00	\$5,049.00
Multifamily, first unit	\$2,564.00	\$2,805.00
Multifamily, per additional unit	\$1,955.00	\$2,244.00

Commercial - based on size of meter

3/4"	\$2,564.00	\$2,805.00
1"	\$4,188.00	\$4,675.00
1 1/2"	\$8,056.00	\$9,351.00
2"	\$12,896.00	\$14,961.00
3"	\$29,697.00	\$32,728.00
4"	\$52,340.00	\$56,105.00
6"	\$112,270.00	\$126,237.00
8"	\$136,499.00	\$149,614.00

Connection and inspection Fee, per connection

\$619.25	\$634.73
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Schedule H: Utility Fees

Category	FY2025 Fee	Proposed FY2026 Fee
Water Service		
Water Consumption (per cubic foot)	\$0.035891	\$0.039480
Water Meter, Per month, based on size of meter		
Meter Size		
3/4"	\$39.00	\$39.00
3/4" Fire Hydrant Meter	\$75.48	\$75.48
3/4" Utility Assistance Program	\$29.24	\$29.24
1"	\$47.05	\$47.05
1" Utility Assistance Program	\$35.28	\$35.28
1 1/2"	\$100.82	\$100.82
1 1/2 " Utility Assistance Program	\$75.60	\$75.60
2"	\$168.01	\$168.01
2" Fire Hydrant Meter	\$278.05	\$278.05
2" Utility Assistance Program	\$126.02	\$126.02
3"	\$295.69	\$295.69
3" Utility Assistance Program	\$221.77	\$221.77
4" standard or compound	\$430.09	\$430.09
6" standard or compound	\$1,028.23	\$1,028.23
8" standard or compound	\$1,438.13	\$1,438.13
10" standard or compound	\$1,986.27	\$1,986.27
Private fire lines and automatic sprinkler systems, per month		
Connection Size		
2" or less	\$4.04	\$4.44
3"	\$6.73	\$7.40
4"	\$8.87	\$9.76
6"	\$17.94	\$19.73
8"	\$28.70	\$31.57
10"	\$47.71	\$52.48

Other Water Fees		
Hydrant, each use	\$100.00	\$100.00 Plus water used and an \$800 Deposit
Use of hydrant without permission		
1st offense within a calendar year	\$500.00	\$500.00
2nd offense within a calendar year	\$750.00	\$750.00
3rd offense within a calendar year	\$1,000.00	\$1,000.00
Removal or tampering with backflow or filing fraudulent forms		
1st offense within a calendar year	\$500.00	\$500.00
2nd offense within a calendar year	\$750.00	\$750.00
3rd offense within a calendar year	\$1,000.00	\$1,000.00
Shut off for unpaid water or City Code violation	\$75.00	\$75.00
Shut off or turn on after hours	\$100.00	\$100.00
Special meter read	\$50.00	\$50.00
Annual inspection of backflow for commercial	\$60.00	\$60.00
Special meter read after hours	\$50.00	\$50.00 Plus 2 hours labor and equipment
Meter test, upon customer request (Fee assessed only when meter read results in error of less than 1%)	\$50.00	\$50.00 Plus 2 hours labor and equipment
Water Meter Tampering	\$100.00	\$100.00
Bacterial testing	\$45.49	\$50.04
Water line disinfection, per lineal foot	\$0.50	\$0.55

Wastewater Service

Single residences, including mobile homes located on individual lots	\$52.09	\$53.39
Single residences, including mobile homes located on individual lots- Utility Assistance Program	\$39.07	\$40.05
Duplex and triplex residences, per unit	\$52.09	\$53.39
Duplex and triplex residences, per unit - Utility Assistance Program	\$39.07	\$40.05
Apartment houses or similar types of multiple dwellings, per unit	\$52.09	\$53.39
Hotels, motels, mobile home parks, mobile home tourist facilities, and rooming houses		
First unit	\$52.09	\$53.39
Each additional unit	\$37.70	\$38.64
Schools		
Each month school not in session	\$63.40	\$64.99
Each month school in session, per each 100 persons within the school facility	\$129.22	\$132.45
Home Occupation (residential and business)	\$52.88	\$54.20
Hospitals, laundromats, small industry, car washes, RV Parks, restaurants, and taverns, and commercial establishments not otherwise designated in this section		
Base Fee (1 to 1,000 cubic feet)	\$52.09	\$53.39
Each additional cubic foot of water used	\$0.0521	\$0.0534
Business effluent meter station charges		
Minimum monthly charge	\$59.06	\$60.54
Each 1,000 cubic feet of metered effluent	\$52.09	\$53.39
Commercial establishments with no commercial kitchen or industrial water use	\$52.09	\$53.39
Sewer districts, Nez Perce Tribe, other governmental agencies		
Minimum monthly charge	\$59.06	\$60.54
Each 1,000 cubic feet of metered effluent	\$52.09	\$53.39
Septage hauler discharge, based on measured or estimated volume		
Per load	\$46.07	\$47.22
Per gallon	\$0.23	\$0.24

Solid Waste, Yard Waste, and Recycling Service**Residential solid waste, yard waste, and recycling mobile carts, per month**

32 Gallon Cart Service	\$14.84	\$15.58
32 Gallon Cart Rent	\$0.92	\$0.97 Plus ID sales tax
32 Gallon Cart Service - Utility Assistance Program	\$8.94	\$11.68
32 Gallon Cart Rent - Utility Assistance Program	\$0.92	\$0.97 Plus ID sales tax
64 Gallon Cart Service	\$22.90	\$24.05
64 Gallon Cart Rent	\$1.05	\$1.10 Plus ID sales tax
64 Gallon Cart Service - Utility Assistance Program	\$17.19	\$18.05
64 Gallon Cart Rent - Utility Assistance Program	\$1.05	\$1.10 Plus ID sales tax
96 Gallon Cart Service	\$28.74	\$30.18
96 Gallon Cart Rent	\$0.79	\$0.83 Plus ID sales tax
96 Gallon Cart Service - Utility Assistance Program	\$21.56	\$22.64
96 Gallon Cart Rent - Utility Assistance Program	\$0.79	\$0.83 Plus ID sales tax

Minimum residential account charge per month is equal to 32 Gallon Cart Service, unless customer qualifies for Utility Assistance Program.

Additional garbage carts of same size at multiplier of single rate.

Commercial accounts using mobile carts for solid waste, per month

32 Gallon Cart Service	\$14.84	\$15.58
32 Gallon Cart Rent	\$0.92	\$0.97 Plus ID sales tax
64 Gallon Cart Service	\$22.90	\$24.05
64 Gallon Cart Rent	\$1.05	\$1.10 Plus ID sales tax
96 Gallon Cart Service	\$28.74	\$30.18
96 Gallon Cart Rent	\$0.79	\$0.83 Plus ID sales tax

Minimum commercial account charge per month is equal to 32 Gallon Cart Service.

Solid waste drop boxes / dumpsters, per month		
10 Cubic Yard Service, per dump	\$196.61	\$206.44
10 Cubic Yard Rent	\$317.64	\$333.52 Plus ID sales tax
20 Cubic Yard Service, per dump	\$257.85	\$270.74
20 Cubic Yard Rent	\$440.35	\$462.37 Plus ID sales tax
25 Cubic Yard Service, per dump	\$307.99	\$323.39
25 Cubic Yard Rent	\$520.83	\$546.87 Plus ID sales tax
30 Cubic Yard Service, per dump	\$381.08	\$400.13
30 Cubic Yard Rent	\$587.86	\$617.25 Plus ID sales tax
Temporary 10 Cubic Yard Service, per dump	\$334.06	\$350.76
Temporary 20 Cubic Yard Service, per dump	\$552.55	\$580.18
Temporary 30 cubic Yard Service, per dump	\$752.70	\$790.33
Daily Rent (All Sizes)	\$25.52	\$26.80
Solid waste roll-off compaction containers (customer owned), per month		
4 Cubic Yard - wet load, one (1) dump per week	\$716.77	\$752.61
10 Cubic Yard - wet load	\$363.06	\$381.21
10 Cubic Yard - dry load	\$326.27	\$342.58
15 Cubic Yard - wet load	\$455.02	\$477.77
15 Cubic Yard - dry load	\$399.84	\$419.83
20 Cubic Yard - wet load	\$546.98	\$574.33
20 Cubic Yard - dry load	\$473.42	\$497.09
25 Cubic Yard - wet load	\$638.94	\$670.89
25 Cubic Yard - dry load	\$546.98	\$574.33
30 Cubic Yard - wet load	\$771.62	\$810.20
30 Cubic Yard - dry load	\$661.65	\$694.73
40 Cubic Yard - wet load	\$975.69	\$1,024.47
40 Cubic Yard - dry load	\$837.72	\$879.61

Commercial accounts using standard commercial containers for solid waste, per month

1 Cubic Yard

Rent	\$19.71	\$20.70
1 pick up, per week	\$87.21	\$91.57
2 pick ups, per week	\$161.05	\$169.10
3 pick ups, per week	\$238.49	\$250.41
4 pick ups, per week	\$345.33	\$362.60
5 pick ups, per week	\$436.49	\$458.31
6 pick ups, per week	\$534.98	\$561.73

2 Cubic Yard

Rent	\$26.25	\$27.56
1 pick up, per week	\$134.62	\$141.35
2 pick ups, per week	\$245.74	\$258.03
3 pick ups, per week	\$362.32	\$380.44
4 pick ups, per week	\$523.08	\$549.23
5 pick ups, per week	\$660.30	\$693.32
6 pick ups, per week	\$807.26	\$847.62

3 Cubic Yard

Rent	\$32.82	\$34.46
1 pick up, per week	\$194.82	\$204.56
2 pick ups, per week	\$351.86	\$369.45
3 pick ups, per week	\$530.12	\$556.63
4 pick ups, per week	\$768.87	\$807.31
5 pick ups, per week	\$986.02	\$1,035.32
6 pick ups, per week	\$1,223.48	\$1,284.65

4 Cubic Yard

Rent	\$39.39	\$41.36
1 pick up, per week	\$216.63	\$227.46
2 pick ups, per week	\$419.55	\$440.53
3 pick ups, per week	\$695.32	\$730.09
4 pick ups, per week	\$1,025.20	\$1,076.46
5 pick ups, per week	\$1,321.67	\$1,387.75
6 pick ups, per week	\$1,641.37	\$1,723.44

6 Cubic Yard		
Rent	\$45.96	\$48.26
1 pick up, per week	\$304.80	\$320.04
2 pick ups, per week	\$583.86	\$613.05
3 pick ups, per week	\$970.31	\$1,018.83
4 pick ups, per week	\$1,422.47	\$1,493.59
5 pick ups, per week	\$1,902.93	\$1,998.08
6 pick ups, per week	\$2,373.31	\$2,491.98
8 Cubic Yard		
Rent	\$65.65	\$68.93
1 pick up, per week	\$390.47	\$409.99
2 pick ups, per week	\$762.85	\$800.99
3 pick ups, per week	\$1,271.66	\$1,335.24
4 pick ups, per week	\$1,952.38	\$2,050.00
5 pick ups, per week	\$2,656.10	\$2,788.91
6 pick ups, per week	\$3,345.54	\$3,512.82
Transfer Station fees for solid waste and recycling		
Tire disposal, per tire without rim	\$15.00	\$15.75
Appliance disposal, per appliance with refrigerant	\$15.00	\$15.75
Excess Haul, per cubic yard (12 cubic yards included with solid waste service per fiscal year)	\$25.00	\$26.25
Cardboard, per bale	\$25.00	\$26.25
Glass, per five (5) gallon bucket	\$3.00	\$3.15

Other fees for solid waste, yard waste, and recycling		
Change in cart size, after 2nd request	\$25.00	\$25.00
Replacement of cart	\$110.00	\$110.00
Solid waste cart return for unpaid bills	\$25.00	\$25.00
Additional service roll-off: disconnect/reconnect/prepare	\$35.98	\$35.98
Clean-out of dumpsters/commercial containers, per hour	\$70.64	\$74.17
Residential add service: per bag, bundle, box	\$7.06	\$7.41
Commercial add service: per bag, bundle, box	\$9.59	\$10.07
Additional Yard Waste Cart Service, per month	\$3.06	\$3.21
Additional Yard Waste Cart Rent, per month	\$0.31	\$0.33 Plus ID sales tax
Yard Waste Program Fee, per month	\$0.71	\$0.75
Additional Recycling Cart Service, per month	\$4.31	\$4.53
Additional Recycling Cart Rent, per month	\$0.32	\$0.34 Plus ID sales tax
Additional Commercial Solid Waste, per cubic yard	\$28.35	\$29.77
Commercial Yard Waste, per cart	\$14.89	\$15.63
Stormwater Drainage System Service		
Monthly user fee is determined by the number of Equivalent Residential Units (ERUs) per property.		
Residential Properties, per month		
Service Area 1, per ERU	\$7.40	\$7.40
Service Area 1, per ERU - Utility Assistance Program	\$5.54	\$5.54
Service Area 2, per ERU	\$5.70	\$5.70
Service Area 2, per ERU - Utility Assistance Program	\$4.26	\$4.26
Commercial Properties, per month		
Service Area 1, per ERU	\$7.40	\$7.40
Service Area 2, per ERU	\$5.70	\$5.70
Other Water, Wastewater, Solid Waste, and Stormwater Service Fees		
Late fee for unpaid bills, single family	\$15.00	\$15.00
Late fee for unpaid bills, except single family	\$25.00	\$25.00
Outside City Limits: All fees and consumption	1.5 times	1.5 times

August 4, 2025

THE CITY COUNCIL OF THE CITY OF LEWISTON, IDAHO, met for a Work Session 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 Dan Johnson; Council President Jim Kleeburg; Councilor Kasee Forsmann; Councilor Jessica Klein; Councilor Kathy Schroeder; Councilor John Spickelmire; Councilor Matt Wright.

II. PLEDGE OF ALLEGIANCE

Mayor Johnson led the Pledge of Allegiance.

III. CITIZENS COMMENTS

Ken Krahn, a Lewiston resident, encouraged budgeting funds to redo Bryden Avenue, voiced concerns about Union Gospel Mission being located on Snake River Avenue, requested an audit of the Parks and Recreation Department, and questioned the meter fee.

IV. DISCUSSION ITEMS

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

A. MAIN STREET BOND UPDATE AND COUNCIL DIRECTION: Presentation of Main Street bond survey results followed by a discussion to obtain Council direction on potential next steps - Action Item (Public Works Director Johnson)

Public Works Director Dustin Johnson introduced Christine Stoll with Clearwater Financial, who reviewed survey feedback, election results, and recommendations related to the proposed project. Stoll outlined suggested adjustments, including more accessible public education and clarification of funding responsibilities. Mr. Johnson provided updates on changes since the prior vote, including the Idaho Transportation Department's partial financial participation, removal of roundabouts, and reallocation of American Rescue Plan Act funds to other downtown water line replacements. Council discussed the timeline and expressed general support for placing the measure on the November ballot, with continued public outreach.

B. ADVISORY BOARD AND COMMISSION APPOINTMENTS

1. DISABILITY ADVISORY COMMISSION: Considering appointing Jolene Cliffe to a three (3) year term on the Disability Advisory Commission - Action Item

Mayor Johnson moved to appoint Jolene Cliffe to a three-year term on the

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Disability Advisory Commission. Councilor Schroeder seconded and the motion passed 6-0.

- C. **RESOLUTION 2025-25:** Reconsidering approving a Cooperative Agreement for Mutual Assistance between the City of Lewiston and the State Forester, Idaho Department of Lands, State of Idaho; and authorizing the Mayor to sign the agreement - Action Item (Fire Chief Rightmier)

Mayor Johnson explained the item was previously presented to the City Council on June 9, 2025, but the motion failed for lack of a majority. Following that meeting, Fire Chief Rightmier met with Councilor Wright to provide additional information, after which Councilor Wright requested the resolution be placed on a future agenda for reconsideration.

Fire Chief Rightmier reviewed mutual aid goals, available options, and next steps for agreements with regional agencies. Council discussed resource availability, decision-making processes, and the benefits of having agreements in place. After discussion, Councilors Wright and Forsmann moved and seconded, respectively, to approve Resolution 2025-25. ***ROLL CALL VOTE: VOTING AYE: Kleeburg; Spickelmire; Wright; Schroeder; Klein; Forsmann.***

- D. **2025 ELECTION PROCESS:** Brief overview of the 2025 election process, including key deadlines, candidate filing requirements, and the City Clerk's role in the election process (City Clerk Brocke)

City Clerk Tanya Brocke provided an overview of the 2025 election process, noting the availability of candidate packets and the filing deadline of August 29, 2025.

- E. **FIRST READING OF ORDINANCE 4953:** Considering amending Sections 2-12(a) and 2-22(a) of the Lewiston City Code regarding the Mayor and City Councilors' compensation - Action Item

Council discussed mayor and council compensation, with differing views on maintaining current pay, adjusting in preparation for a possible city administrator position, and the budgetary implications of such changes. After discussion, Council President Kleeburg moved to approve the first reading of Ordinance 4953, setting the Mayor's compensation at \$90,000, Council President's compensation at \$800, and Council's compensation at \$720. Councilor Schroeder seconded the motion, and the motion passed 4-2 with Councilors Spickelmire and Forsmann opposed.

ORDINANCE 4953: AN ORDINANCE OF THE CITY OF LEWISTON AMENDING SECTIONS 2-12(a) AND 2-22(a) OF THE LEWISTON CITY CODE REGARDING THE MAYOR AND CITY COUNCILORS' COMPENSATION, RESPECTIVELY, AND PROVIDING AN EFFECTIVE DATE.

V. UNFINISHED AND NEW BUSINESS

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

Councilor Forsmann extended condolences to the family of Adam Anson following his passing in a drowning accident.

Council President Kleeburg remarked on the tragedy and emphasized the importance of wearing life jackets while on the water.

Councilor Wright shared about huckleberry picking over the weekend and encouraged those interested to participate.

B. CITY BOARDS AND COMMISSIONS LIAISON UPDATES

Councilor Forsmann and Council President Kleeburg shared updates regarding their assigned Boards and Commissions.

C. MAYOR COMMENTS

Mayor Johnson noted he would be giving a welcome speech at the Treasurer's Conference on August 5, 2025 in Lewiston.

D. AGENDA TOPICS: - Action Item

VI. ADJOURNMENT - Action Item

There being no further business to come before the Lewiston City Council, Council President Kleeburg and Councilor Schroeder moved and seconded, respectively, to adjourn the August 4, 2025 Work Session. The motion carried 6-0 and the meeting adjourned at 5:09 p.m.

Daniel G. Johnson, Mayor

Tanya M. Brocke, City Clerk

August 11, 2025

THE CITY COUNCIL OF THE CITY OF LEWISTON, IDAHO, met in a Special Meeting Executive Session in the Second Floor Community Room of the Lewiston City Library at 411 D Street. Mayor Johnson called the meeting to order at 5:00 pm.

I. CALL TO ORDER

COUNCILORS PRESENT: Mayor Dan Johnson; Council President Jim Kleeburg; Councilor Kasse Forsmann; Councilor Jessica Klein; Councilor John Spickelmire; Councilor Matt Wright.

COUNCILORS EXCUSED: Councilor Kathy Schroeder.

II. EXECUTIVE SESSION

Idaho Code 74-206 (1) (c) to acquire an interest in real property not owned by a public agency - Action Item

Council President Kleeburg moved to enter executive session pursuant to Idaho Code § 74-206 (1) (c) to acquire an interest in real property not owned by a public agency. Councilor Wright seconded. **ROLL CALL VOTE: VOTING AYE: Kleeburg; Klein; Forsmann; Wright; Spickelmire. VOTING NAY: None. EXCUSED: Schroeder.**

City Council entered executive session at 5:01 p.m., and came out of executive session at 5:48 p.m.

III. ADJOURNMENT - Action Item

There being no further business to come before the Lewiston City Council, Councilors Spickelmire and Wright moved and seconded, respectively, to adjourn the August 11, 2025 Executive Session. The motion carried 5-0 and the meeting adjourned at 5:48 p.m.

Daniel G. Johnson, Mayor

Tanya M. Brocke, City Clerk

August 11, 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 Dan Johnson; Council President Jim Kleeburg; Councilor Kasse Forsmann; Councilor Jessica Klein; Councilor John Spickelmire; Councilor Matt Wright.

COUNCILORS EXCUSED: Councilor Kathy Schroeder.

II. PLEDGE OF ALLEGIANCE

Mayor Johnson led the Pledge of Allegiance.

III. CITIZENS COMMENTS

No citizen comments were offered.

IV. PRESENTATIONS

- A. FIRE DEPARTMENT BADGE PINNING CEREMONY:** Recognition of Fire Department personnel for recent promotions followed by a badge pinning ceremony (Fire Chief Rightmier)

Fire Chief Greg Rightmier recognized the accomplishments of Reserve Firefighters Nate Dalton, Travis Harris, Jesse Liesegang, and Zander London, and Paramedics Joe Anderson, Joe Evangelho, and Turner Webb. He then administered their oaths and invited their family members to pin their badges.

- B. PALISADES AND SOUTHPORT STUDY:** Presentation of the Palisades and Southport Study, an addendum to the 2019 Water Facilities Master Plan (Public Works Director Johnson)

City Engineer Luke Antonich introduced Ryan Rehder of Merrick & Company, who presented the Palisades and Southport Study findings. Mr. Rehder explained the goal of the presentation was to get the public's, as well as the Council's, input on the plan. The next step is for the City Council to approve the Resolution adopting the study.

V. PUBLIC HEARINGS AND RELATED ACTION ITEMS

- A. PUBLIC HEARING ON FISCAL YEAR 2025 BUDGET AMENDMENTS:** Accepting testimony on a proposed amendment to the Fiscal Year 2025 budget to add unanticipated revenues received during the fiscal year, in the amount of

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\$11,103,220, and authorizing their expenditure - Action Item (Finance Director Gordon)

Mayor Johnson introduced and opened the public hearing regarding the 2025 budget amendments. Finance Director/City Treasurer Aimee Gordon summarized the amendments, including recording the City's share of airport improvements as capital assets, accounting for a high-cost insurance claim with expenditures and reimbursements for transparency, recognizing higher-than-anticipated revenues and expenditures from excess sanitation hauling activity, and adjusting the FY2025 American Rescue Plan Act (ARPA)-funded downtown water transmission line budget to reflect additional interest earnings.

After the staff presentation, Mayor Johnson asked if there was any public testimony. There being none, the public hearing was closed.

- B. FIRST READING OF ORDINANCE 4952:** Considering amending Ordinance 4923, the Annual Appropriation Ordinance for the Fiscal Year beginning October 1, 2024 and ending September 30, 2025, appropriating additional monies that are to be received in the sum of \$11,103,220 - Action Item (Finance Director Gordon)

Council President Kleeburg and Councilor Spickelmire moved and seconded, respectively, to approve the first reading of Ordinance 4952. The motion carried 5-0.

ORDINANCE 4952: AN ORDINANCE OF THE CITY OF LEWISTON AMENDING ORDINANCE NO. 4923, THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025, APPROPRIATING ADDITIONAL MONIES THAT ARE TO BE RECEIVED BY THE CITY OF LEWISTON, IDAHO IN THE SUM OF ELEVEN MILLION ONE HUNDRED THREE THOUSAND TWO HUNDRED TWENTY DOLLARS (\$11,103,220); AND PROVIDING AN EFFECTIVE DATE.

- C. PUBLIC HEARING ON THE PROPOSED BUDGET FOR THE FISCAL YEAR ENDED 2026:** Accepting testimony on the proposed budget and appropriation ordinance for the fiscal year commencing October 1, 2025 and ending September 30, 2026 - Action Item (Finance Director Gordon)

Mayor Johnson introduced and opened the public hearing regarding the 2025 budget amendments. Finance Director/City Treasurer Aimee Gordon provided a recap of the budget meetings and a summary of the proposed budget for the fiscal year ending 2026. Concluding her presentation, Ms. Gordon asked Council to consider making any amendments to the ordinances at the second reading on August 18, 2025.

After the staff presentation, Mayor Johnson asked if there was any public

testimony.

Doug Havens, Nez Perce County Commissioner and Lewiston resident, provided public testimony, noting he had limited opportunity to review the City's budget but thanked the Mayor for discussing the road and bridge tax with the County. He explained the County does not plan to provide funding from that levy this year but may consider it next year. He commended the County's strong fiscal position, and encouraged the City to highlight Urban Renewal Agency funding in future funding discussions. He wished the City success with its budget.

There being no further public testimony, the public hearing was closed.

- D. FIRST READING OF ORDINANCE 4950:** To be termed the "2026 Annual Appropriation Ordinance," considering appropriating sums of money authorized by law and deemed necessary for all general and special municipal purposes of the City of Lewiston for the fiscal year commencing October 1, 2025 and ending September 30, 2026 - Action Item (Finance Director Gordon)

Council President Kleeburg and Councilor Wright moved and seconded, respectively, to approve the first reading of Ordinance 4950. The motion passed 5-0.

ORDINANCE NO. 4950: AN ORDINANCE OF THE CITY OF LEWISTON, TO BE TERMED THE "2026 ANNUAL APPROPRIATION ORDINANCE," APPROPRIATING SUMS OF MONEY AUTHORIZED BY LAW AND DEEMED NECESSARY FOR ALL GENERAL AND SPECIAL MUNICIPAL PURPOSES OF THE CITY OF LEWISTON, IDAHO, FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026; AND PROVIDING AN EFFECTIVE DATE.

- E. FIRST READING OF ORDINANCE 4951:** Considering fixing and establishing the tax certification on all taxable properties situated within the corporate limits of the City of Lewiston for the fiscal year beginning October 1, 2025 and ending September 30, 2026, for the purpose of providing and raising monies for municipal and corporate purposes; providing for certification to the Board of County Commissioners of Nez Perce County in the amount of \$25,004,250; providing a certified copy of the 2026 Annual Appropriation Ordinance to the Board of County Commissioners of Nez Perce County, Idaho as adopted by the City of Lewiston for the 2025-2026 fiscal year - Action Item (Finance Director Gordon)

Council President Kleeburg and Councilor Wright moved and seconded, respectively, to approve the first reading of Ordinance 4951. The motion passed 5-0.

ORDINANCE 4951: AN ORDINANCE OF THE CITY OF LEWISTON FIXING AND

ESTABLISHING THE TAX CERTIFICATION ON ALL TAXABLE PROPERTIES SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF LEWISTON FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026, FOR THE PURPOSE OF PROVIDING AND RAISING MONIES FOR MUNICIPAL AND CORPORATE PURPOSES; PROVIDING FOR THE TAX CERTIFICATION TO THE BOARD OF COUNTY COMMISSIONERS OF NEZ PERCE COUNTY, IDAHO IN THE AMOUNT OF TWENTY-FIVE MILLION FOUR THOUSAND TWO HUNDRED FIFTY DOLLARS (\$25,004,250); PROVIDING FOR A CERTIFIED COPY OF THE 2026 ANNUAL APPROPRIATION ORDINANCE TO THE BOARD OF COUNTY COMMISSIONERS OF NEZ PERCE COUNTY, IDAHO, AS ADOPTED BY THE CITY OF LEWISTON FOR THE 2025-2026 FISCAL YEAR; AND PROVIDING AN EFFECTIVE DATE.

VI. 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 Wright and Forsmann moved and seconded, respectively, approval of the Consent Agenda. **ROLL CALL VOTE: VOTING AYE: Kleeburg; Wright; Forsmann; Klein; Spickelmire. VOTING NAY: None. EXCUSED: Schroeder.**

- A. **CITY COUNCIL MINUTES:** Considering approval of the minutes of the 7/28/2025 Regular meeting - Action Item
- B. **ADVISORY BOARD AND COMMISSION MINUTES:** Accepting the minutes of the 7/9/2025 Planning and Zoning Commission meeting, and the 7/8/2025 Urban Renewal Agency meeting - Action Item
- C. **VOUCHER'S PAYABLE:** Considering approval of the Voucher's Payable dated 7/11/2025 - 7/24/2025 in the amount of \$2,349,215.53 - Action Item

VII. ACTIVE AGENDA

A. ADVISORY BOARD AND COMMISSION APPOINTMENTS

- 1. **DISABILITY ADVISORY COMMISSION:** Considering the appointment of Heather Moore to a three (3) year term - Action Item

Mayor Johnson moved to approve the appointment of Heather Moore to a three-year term on the Disability Advisory Commission. Councilor Spickelmire seconded and the motion passed 5-0.

- 2. **LIBRARY BOARD OF TRUSTEES:** Considering the appointment of Thomas

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Hill to a five (5) year term - Action Item

Mayor Johnson moved to approve the appointment of Thomas Hill to a five-year term on the Library Board of Trustees. Councilor Forsmann seconded, and the motion passed 5-0.

3. **PLANNING AND ZONING COMMISSION:** Considering reappointing Cindy Ball to a four (4) year term beginning October 11, 2025 (end of her current term) - Action Item

Mayor Johnson moved to approve the reappointment of Cindy Ball to a four-year term on the Planning and Zoning Commission beginning on October 11, 2025. Council President Kleeburg seconded, and the motion passed 5-0.

- B. **RESOLUTION 2025-33:** Considering accepting and approving a right-of-way contract and claim for payment between Knox Land & Development, LLC and the City of Lewiston and authorizing the Mayor to sign the contract and claim - Action Item (Public Works Director Johnson)

Councilor Spickelmire and Council President Kleeburg moved and seconded, respectively, to approve Resolution 2025-33. ***ROLL CALL VOTE: VOTING AYE: Kleeburg; Wright; Forsmann; Klein; Spickelmire. VOTING NAY: None. EXCUSED: Schroeder.***

- C. **CHANGE ORDER #3 AND #4 - WW060 WASTEWATER IMPROVEMENT PROJECT:** Considering approving WW060 Wastewater Improvement Project Change Order #3, in the amount of \$63,832.50, and Change Order #4, in the amount of \$36,200, with Titan Technologies, Inc. and authorizing the Mayor to sign the change orders - Action Item (Public Works Director Johnson)

Council President Kleeburg and Councilor Wright moved and seconded, respectively, to approve Change Order Number 3 in the amount of \$63,832.50 and Change Order Number 4 in the amount of \$36,200.00 with Titan Technologies, Inc. for the Lewiston Wastewater Improvement Project (WW060) and authorize the Mayor to sign the change orders. ***ROLL CALL VOTE: VOTING AYE: Kleeburg; Wright; Forsmann; Klein; Spickelmire. VOTING NAY: None. EXCUSED: Schroeder.***

- D. **ORDINANCES**

1. **SECOND AND THIRD READINGS**

- a. **ORDINANCE 4949:** Considering implementing the City Council's decision in ZNC25-1, declaring that certain real property be removed from the Community Commercial (C-3) Zone and Agricultural Transitional (F-2) Zone to the General Commercial (C-4) Zone and amending the official zoning map of the City of Lewiston - Action Item

(Assistant Planner Hollingshead)

Council President Kleeburg and Councilor Spickelmire 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 5-0.

Council President Kleeburg and Councilor Spickelmire then moved and seconded, respectively, to waive the third reading in full of Ordinance 4949 and approve the reading of Ordinance 4949 by title only. The motion passed 5-0.

ORDINANCE 4949: AN ORDINANCE OF THE CITY OF LEWISTON IMPLEMENTING THE CITY COUNCIL'S DECISION IN ZNC25-1, DECLARING THAT CERTAIN REAL PROPERTY BE REMOVED FROM THE COMMUNITY COMMERCIAL (C-3) ZONE AND AGRICULTURAL TRANSITIONAL (F-2) ZONE TO THE GENERAL COMMERCIAL (C-4) ZONE; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF LEWISTON; AND PROVIDING AN EFFECTIVE DATE.

- b. **ORDINANCE 4953:** Considering amending Sections 2-12(a) and 2-22(a) of the Lewiston City Code regarding the Mayor and City Councilors' compensation - Action Item (City Attorney Tengono)

Council President Kleeburg and Councilor Wright 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 4-1 with Councilor Spickelmire opposed.

Council President Kleeburg and Councilor Wright moved and seconded, respectively, to waive the third reading in full of Ordinance 4953 and approve the reading of Ordinance 4953 by title only.

Councilors Forsmann and Spickelmire moved and seconded, respectively, to amend Ordinance 4953 by reducing the Mayor's annual salary to \$70,000, reducing the city council compensation to \$700 per month, and reducing the Council President's compensation to \$750 per month. The motion failed upon roll call vote. ***ROLL CALL VOTE: VOTING AYE: Forsmann; Spickelmire. VOTING NAY: Kleeburg; Wright; Klein. EXCUSED: Schroeder.***

Council President Kleeburg moved to amend Ordinance 4953 by leaving the Mayor's annual salary at \$90,000, and reduce the city council and council presidents' compensation to \$700 per month. The

motion failed for lack of a second.

Councilor Spickelmire moved to amend Ordinance 4953 to leave the compensation as currently written in the City Code, with the Mayor's annual salary at \$84,000, and city council at \$700 per month. Councilor Forsmann seconded. **ROLL CALL VOTE: VOTING AYE: Kleeburg; Wright; Forsmann; Klein; Spickelmire. VOTING NAY: None. EXCUSED: Schroeder.**

The main motion passed 5-0.

At the request of City Attorney Tengono, Mayor Johnson called a recess at 7:51 p.m. to allow the City Attorney to determine if an ordinance would be necessary, as a result of the vote not changing what is currently written in city code. Mayor Johnson called the meeting back to order at 7:58 p.m.

Council President Kleeburg moved to, as a result of the amendment to Ordinance 4953, affirm the mayor and city councilors' compensation as set forth currently in the Lewiston City Code. Councilor Forsmann seconded, and the motion passed 5-0.

2. ADOPTION AND APPROVAL OF ORDINANCE SUMMARIES

a. ORDINANCE 4949: - Action Item

Councilors Spickelmire and Forsmann moved and seconded, respectively, to adopt Ordinance 4949 and approve the related ordinance summary. **ROLL CALL VOTE: VOTING AYE: Kleeburg; Wright; Forsmann; Klein; Spickelmire. VOTING NAY: None. EXCUSED: Schroeder.**

b. ORDINANCE 4953: - Action Item

As a result of the Council's motion for Ordinance 4953, no action needed to be taken on this item.

E. REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS FOR

ZNC25-1: Considering approving the Reasoned Statement for ZNC25-1, a request by Steve Carlton to rezone a 7.24-acre parcel at 805 Stewart Avenue from Community Commercial (C-3) Zone and Agricultural Transitional (F-2) Zone to General Commercial (C-4) Zone - Action Item (City Planner Plaskon)

Councilors Forsmann and Spickelmire moved and seconded, respectively, to approve the Reasoned Statement for ZNC25-1 as written. **ROLL CALL VOTE: VOTING AYE: Kleeburg; Wright; Forsmann; Klein; Spickelmire. VOTING NAY: None. EXCUSED: Schroeder.**

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.

Councilor Forsmann noted she would be out of town for the August 18, 2025, special meeting and requested a zoom link.

B. CITY BOARDS AND COMMISSIONS LIAISON UPDATES

Councilors Forsmann and Wright shared updates regarding their assigned Boards and Commissions.

C. MAYOR COMMENTS

D. AGENDA TOPICS: - Action Item

X. ADJOURNMENT - Action Item

There being no further business to come before the Lewiston City Council, Councilor Forsmann and Council President Kleeburg moved and seconded, respectively, to adjourn the August 11, 2025 Regular Meeting. The motion carried 5-0 and the meeting adjourned at 8:05 p.m.

Daniel G. Johnson, Mayor

Tanya M. Brocke, City Clerk

August 18, 2025

THE CITY COUNCIL OF THE CITY OF LEWISTON, IDAHO, met in a Special 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 Dan Johnson; Council President Jim Kleeburg; Councilor Kasee Forsmann (Zoom); Councilor Jessica Klein; Councilor Kathy Schroeder; Councilor John Spickelmire; Councilor Matt Wright.

II. PLEDGE OF ALLEGIANCE

Mayor Johnson led the Pledge of Allegiance.

III. CITIZEN COMMENTS

John (no last name provided), a Lewiston resident, encouraged the City Council to find a better solution instead of raising fees and taxes, as well as addressing Bryden Canyon.

Margaret McVicker, Lewiston resident, expressed concern about the city's ability to sustain its expenses with existing revenues and about the Nez Perce Tribe not honoring its 1999 agreement with the city regarding a sewage treatment facility.

Everett Everett, a Lewiston resident, expressed concern regarding an alcohol-drug rehabilitation center that is being located on Grelle Drive.

Becky Cawley, Lewiston resident, expressed concern that residents in the Grelle Drive neighborhood were not notified about the facility and also commented on the high taxes in the city.

IV. ACTIVE AGENDA

A. ORDINANCES

1. FIRST READING

- a. **ORDINANCE 4955:** Considering ordering a special bond election to be held on the question of the issuance of general obligation bonds of the city in an amount not to exceed \$22,540,000 for the purpose of constructing improvements to wastewater, water, stormwater and road infrastructure and related improvements and costs; establishing the date and time of the special bond election; approving a form of ballot; providing for registration of voters; and providing for related matters - Action Item (Public Works Director Johnson)

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Councilor Schroeder and Council President Kleeburg moved and seconded, respectively, to approve the first reading of Ordinance 4955 by title only. The motion passed 6-0.

ORDINANCE 4955: AN ORDINANCE OF THE CITY OF LEWISTON, NEZ PERCE COUNTY, IDAHO, ORDERING A SPECIAL BOND ELECTION TO BE HELD ON THE QUESTION OF THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY IN AN AMOUNT NOT TO EXCEED \$22,540,000 FOR THE PURPOSE OF CONSTRUCTING IMPROVEMENTS TO WASTEWATER, WATER, STORMWATER AND ROAD INFRASTRUCTURE AND RELATED IMPROVEMENTS AND COSTS; ESTABLISHING THE DATE AND TIME OF THE SPECIAL BOND ELECTION; APPROVING A FORM OF BALLOT; PROVIDING FOR REGISTRATION OF VOTERS; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE

2. SECOND READINGS

- a. **ORDINANCE 4952:** Considering amending Ordinance 4923, the Annual Appropriation Ordinance for the Fiscal Year beginning October 1, 2024 and ending September 30, 2025, appropriating additional monies that are to be received in the sum of \$11,103,220 - Action Item (Finance Director Gordon)

Councilor Schroeder and Council President Kleeburg moved and seconded, respectively, to approve the second reading of Ordinance 4952. The motion passed 6-0.

ORDINANCE 4952: AN ORDINANCE OF THE CITY OF LEWISTON AMENDING ORDINANCE NO. 4923, THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025, APPROPRIATING ADDITIONAL MONIES THAT ARE TO BE RECEIVED BY THE CITY OF LEWISTON, IDAHO IN THE SUM OF ELEVEN MILLION ONE HUNDRED THREE THOUSAND TWO HUNDRED TWENTY DOLLARS (\$11,103,220); AND PROVIDING AN EFFECTIVE DATE.

- b. **ORDINANCE 4950:** To be termed the "2026 Annual Appropriation Ordinance," considering appropriating sums of money authorized by law and deemed necessary for all general and special municipal purposes of the City of Lewiston for the fiscal year commencing October 1, 2025 and ending September 30, 2026 - Action Item (Finance Director Gordon)

Councilors Schroeder and Wright moved and seconded, respectively, to approve the second reading of Ordinance 4950.

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Councilor Spickelmire moved to increase the funding for Valley Vision's FY26 Service Contract from \$40,000 to \$50,000 by decreasing the Contingency Fund by \$10,000 and increasing the Legislative Fund by \$10,000. Councilor Wright seconded. The motion passed 5-1, with Council President Kleeburg opposed.

Council President Kleeburg moved to amend Ordinance 4950 by approving two new police officers and three patrol cars. The motion died for lack of a second.

Councilor Klein moved to amend Ordinance 4950 by reducing the police protection line item from \$10,388,450 to \$10,101,980. Council President Kleeburg seconded for discussion. The motion failed 2-4 with Councilors Schroeder, Wright, Forsmann, and Spickelmire opposed.

There being no further amendments, the main motion to approve the second reading of Ordinance 4950 passed 5-1 with Councilor Klein opposed.

ORDINANCE 4950: AN ORDINANCE OF THE CITY OF LEWISTON, TO BE TERMED THE "2026 ANNUAL APPROPRIATION ORDINANCE," APPROPRIATING SUMS OF MONEY AUTHORIZED BY LAW AND DEEMED NECESSARY FOR ALL GENERAL AND SPECIAL MUNICIPAL PURPOSES OF THE CITY OF LEWISTON, IDAHO, FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026; AND PROVIDING AN EFFECTIVE DATE.

- c. **ORDINANCE 4951:** Considering fixing and establishing the tax certification on all taxable properties situated within the corporate limits of the City of Lewiston for the fiscal year beginning October 1, 2025 and ending September 30, 2026, for the purpose of providing and raising monies for municipal and corporate purposes; providing for certification to the Board of County Commissioners of Nez Perce County in the amount of \$25,004,250; providing a certified copy of the 2026 Annual Appropriation Ordinance to the Board of County Commissioners of Nez Perce County, Idaho as adopted by the City of Lewiston for the 2025-2026 fiscal year - Action Item (Finance Director Gordon)

Councilors Schroeder and Wright moved and seconded, respectively, to approve the second reading of Ordinance 4951. The motion passed 6-0.

ORDINANCE 4951: AN ORDINANCE OF THE CITY OF LEWISTON FIXING AND ESTABLISHING THE TAX CERTIFICATION ON ALL TAXABLE PROPERTIES SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF LEWISTON FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026, FOR THE PURPOSE OF PROVIDING AND RAISING MONIES FOR MUNICIPAL AND CORPORATE PURPOSES; PROVIDING FOR THE TAX CERTIFICATION TO THE BOARD OF COUNTY COMMISSIONERS OF NEZ PERCE COUNTY, IDAHO IN THE AMOUNT OF TWENTY-FIVE MILLION FOUR THOUSAND TWO HUNDRED FIFTY DOLLARS (\$25,004,250); PROVIDING A CERTIFIED COPY OF THE 2026 ANNUAL APPROPRIATION ORDINANCE TO THE BOARD OF COUNTY COMMISSIONERS OF NEZ PERCE COUNTY, IDAHO, AS ADOPTED BY THE CITY OF LEWISTON FOR THE 2025-2026 FISCAL YEAR; AND PROVIDING AN EFFECTIVE DATE.

V. UNFINISHED AND NEW BUSINESS

A. CITY COUNCILOR COMMENTS: - Action Item

Councilor Forsmann expressed her support for the main street bond.

B. MAYOR COMMENTS: - Action Item

Mayor Johnson shared that a couple of businesses have expressed interest in Lewiston and that he had asked Jerry Chavez with Valley Vision to assist in pursuing those leads. He thanked Mr. Chavez for his availability and support.

VI. ADJOURNMENT - Action Item

There being no further business to come before the Lewiston City Council, Council President Kleeburg and Councilor Schroeder moved and seconded, respectively, to adjourn the August 18, 2025 Special Meeting. The motion carried 6-0 and the meeting adjourned at 7:19 p.m.

Daniel G. Johnson, Mayor

Tanya M. Brocke, City Clerk

August 25, 2025

THE CITY COUNCIL OF THE CITY OF LEWISTON, IDAHO, met for 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 Dan Johnson; Councilor Kasee Forsmann; Councilor Jessica Klein; Councilor Kathy Schroeder; Councilor John Spickelmire; Councilor Matt Wright.

COUNCILORS EXCUSED: Council President Jim Kleeburg.

II. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by children of Lewiston firefighters and police officers.

III. CITIZENS COMMENTS

Douglas Kenyon, a Lewiston resident, expressed concern regarding the approved reasonable accommodation request for a drug and alcohol recovery center at 916 Grelle Avenue.

Jerry Chavez, President/CEO of Valley Vision and Lewiston resident, thanked the Council for their support and provided a summary of recent accomplishments.

IV. PRESENTATIONS

A. VETERANS OF FOREIGN WARS (VFW) FIRST RESPONDER AWARDS:
Presentation of the VFW (Veterans of Foreign Wars) First Responder Awards - Action Item (Fire Chief Rightmire)

The Veterans of Foreign Wars presented the Firefighter of the Year award to Brian Burke, the Paramedic of the Year award to Chris Jones, the Law Enforcement Officer of the Year award to Matt Anderson, and the Dispatcher of the Year award to Sarah Showers.

B. AMERICAN LEGION'S FIRST RESPONDER AWARDS: Presentation of the National Firefighter of the Year and National Law Enforcement Officer of the Year Awards - Action Item (Fire Chief Rightmire)

The American Legion presented the Firefighter of the Year award to Richie Lucas, the Paramedic of the Year award to Jonathan Sells, and the Police Officer of the Year award to Nick Eylar.

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- C. **JULY FINANCIAL REPORT:** Financial report for July 2025, in accordance with Idaho Code 50-208 - No oral report - Action Item (Finance Director Gordon)

The July Financial Report was included in the Council packet and no oral report was provided.

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".

Councilor Forsmann requested that Voucher's Payable be moved to Agenda Item VIII.

Councilors Forsmann and Schroeder then moved and seconded, respectively, approval of the Consent Agenda as amended. ***ROLL CALL VOTE: VOTING AYE: Wright; Forsmann; Schroeder; Klein; Spickelmire. VOTING NAY: None. EXCUSED: Kleeburg.***

- A. **ADVISORY BOARD MINUTES:** Accepting the minutes of the 7/23/2025 Planning & Zoning Commission; and 6/5/2025 Historic Preservation Commission meetings - Action Item

VI. **ACTIVE AGENDA**

A. **ADVISORY BOARD AND COMMISSION APPOINTMENTS**

1. **AUDIT COMMITTEE:** Considering appointing Robert (Bob) Rogers to a three (3) year term - Action Item

Mayor Johnson moved to approve the appointment of Robert (Bob) Rogers to a three-year term on the Audit Committee. Councilor Forsmann seconded, and the motion passed 5-0.

2. **DISABILITY ADVISORY COMMISSION:** Considering reappointing Jessica Granger to a three (3) year term beginning September 12, 2025 (end of her current term) - Action Item

Mayor Johnson moved to approve the reappointment of Jessica Grainger to a three-year term on the Disability Advisory Commission beginning on September 12, 2025. Councilor Forsmann seconded, and the motion passed 5-0.

3. **PARKS AND RECREATION ADVISORY COMMISSION:** Considering appointing Christine Steen and Thomas King to three (3) year terms -

Action Item

Mayor Johnson moved to approve the appointment of Christine Steen to a three-year term on the Parks and Recreation Advisory Commission. Councilor Forsmann seconded, and the motion passed 5-0.

Mayor Johnson then moved to approve the appointment of Thomas King to a three-year term on the Parks and Recreation Advisory Commission. Councilor Forsmann seconded, and the motion passed 5-0.

4. **PLANNING AND ZONING COMMISSION:** Considering appointing Zachary Battles to a four (4) year term beginning October 11, 2025 - Action Item

Mayor Johnson moved to approve the appointment of Zachary Battles to a four-year term on the Planning and Zoning Commission beginning October 11, 2025. Councilor Schroeder seconded, and the motion passed 5-0.

- B. **RESOLUTION 2025-34:** Considering repealing and replacing the City of Lewiston's Purchasing Policy - Action Item (Finance Director Gordon)

Councilors Schroeder and Spickelmire moved and seconded, respectively, to approve Resolution 2025-34. **ROLL CALL VOTE: VOTING AYE: Wright; Schroeder; Klein; Spickelmire. VOTING NAY: Forsmann. EXCUSED: Kleeburg.**

- C. **RESOLUTION 2025-38:** Considering approving the "Palisades and Southport Study Addendum to 2019 Water System Facility Plan" authored by Merrick & Company and dated May 2025 - Action Item (Public Works Director Johnson)

Councilors Schroeder and Wright moved and seconded, respectively, to approve Resolution 2025-38. **ROLL CALL VOTE: VOTING AYE: Wright; Forsmann; Schroeder; Klein; Spickelmire. VOTING NAY: None. EXCUSED: Kleeburg.**

D. **ORDINANCES**

1. **SECOND AND THIRD READINGS**

- a. **ORDINANCE 4955:** Considering ordering a special bond election to be held on the question of the issuance of general obligation bonds of the city in an amount not to exceed \$22,540,000 for the purpose of constructing improvements to wastewater, water, stormwater and road infrastructure and related improvements and costs; establishing the date and time of the special bond election; approving a form of ballot; providing for registration of voters; and providing for related matters - Action Item (Public Works Director Johnson)

Councilors Schroeder and Forsmann 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 5-0.

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Councilors Schroeder and Forsmann then moved and seconded, respectively, to waive the third reading in full of Ordinance 4955 and approve the reading of Ordinance 4955 by title only. The motion passed 5-0.

ORDINANCE 4955: AN ORDINANCE OF THE CITY OF LEWISTON, NEZ PERCE COUNTY, IDAHO, ORDERING A SPECIAL BOND ELECTION TO BE HELD ON THE QUESTION OF THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY IN AN AMOUNT NOT TO EXCEED \$22,540,000 FOR THE PURPOSE OF CONSTRUCTING IMPROVEMENTS TO WASTEWATER, WATER, STORMWATER AND ROAD INFRASTRUCTURE AND RELATED IMPROVEMENTS AND COSTS; ESTABLISHING THE DATE AND TIME OF THE SPECIAL BOND ELECTION; APPROVING A FORM OF BALLOT; PROVIDING FOR REGISTRATION OF VOTERS; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE

2. THIRD READINGS

- a. **ORDINANCE 4952:** Considering amending Ordinance 4923, the Annual Appropriation Ordinance for the Fiscal Year beginning October 1, 2024 and ending September 30, 2025, appropriating additional monies that are to be received in the sum of \$11,103,220 - Action Item (Finance Director Gordon)

Councilors Schroeder and Spickelmire moved and seconded, respectively, to waive the third reading in full of Ordinance 4952 and approve the reading by title only. The motion passed 5-0.

ORDINANCE 4952: AN ORDINANCE OF THE CITY OF LEWISTON AMENDING ORDINANCE NO. 4923, THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025, APPROPRIATING ADDITIONAL MONIES THAT ARE TO BE RECEIVED BY THE CITY OF LEWISTON, IDAHO IN THE SUM OF ELEVEN MILLION ONE HUNDRED THREE THOUSAND TWO HUNDRED TWENTY DOLLARS (\$11,103,220); AND PROVIDING AN EFFECTIVE DATE.

- b. **ORDINANCE 4950:** To be termed the "2026 Annual Appropriation Ordinance," considering appropriating sums of money authorized by law and deemed necessary for all general and special municipal purposes of the City of Lewiston for the fiscal year commencing October 1, 2025 and ending September 30, 2026 - Action Item (Finance Director Gordon)

Councilors Schroeder and Spickelmire moved and seconded, respectively, to waive the third reading in full of Ordinance 4950 and approve the reading by title only. The motion passed 5-0.

Following a motion to reconsider under agenda Item VI. D. 2. c., Councilors Forsmann and Klein moved and seconded, respectively, to waive the third reading in full of Ordinance 4950 and approve the reading by title only.

Councilor Wright asked about the reductions needed to prevent a property tax increase. Finance Director Gordon explained that the proposed budget includes \$212,769 in forgone taxes, which could change with ordinance amendments but would still result in an increase. She added that approximately \$965,000 would need to be reduced from the budget to avoid any increase.

Mayor Johnson called Council to "stand at ease" at 6:57 p.m. to allow Councilor Wright time to review his numbers for his amendment. Mayor Johnson reconvened Council at 7:06 p.m.

Councilor Wright moved to amend Ordinance 4950 to remove funding of \$95,490 from the police protection fund for one new police officer position, and to reduce the fleet services capital rates across all departments by an equal percentage totaling \$116,579, for an overall reduction of \$212,769. Councilor Klein seconded the motion but questioned if the intent was to take forgone in the amount of \$700. Councilor Wright indicated it was not and that he would need to correct the motion. Upon vote, the motion failed 0-5, with Councilors Wright, Forsmann, Schroeder, Klein, and Spickelmire opposed.

Mayor Johnson called Council to "stand at ease" at 7:11 p.m., and reconvened at 7:17 p.m.

Councilor Wright moved to amend Ordinance 4950 to remove funding of \$95,490 from the police protection fund for one new police officer position, and to reduce the fleet services capital rates across all departments by an equal percentage totaling \$117,279, for an overall reduction of \$212,769. Councilor Klein seconded. The motion failed 2-3 with Councilors Forsmann, Schroeder, and Spickelmire opposed.

There being no further amendments, the main motion failed 3-2 with Councilors Wright and Klein opposed. Mayor Johnson explained that four votes are required for the motion to pass.

Councilors Schroeder and Forsmann then moved and seconded, respectively, to waive the third reading in full of Ordinance 4950 and approve the reading by title only. The motion passed 5-0.

ORDINANCE 4950: AN ORDINANCE OF THE CITY OF LEWISTON, TO BE TERMED THE "2026 ANNUAL APPROPRIATION ORDINANCE," APPROPRIATING SUMS OF MONEY AUTHORIZED BY LAW AND DEEMED NECESSARY FOR ALL GENERAL AND SPECIAL MUNICIPAL PURPOSES OF THE CITY OF LEWISTON, IDAHO, FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026; AND PROVIDING AN EFFECTIVE DATE.

- c. **ORDINANCE 4951:** Considering fixing and establishing the tax certification on all taxable properties situated within the corporate limits of the City of Lewiston for the fiscal year beginning October 1, 2025 and ending September 30, 2026, for the purpose of providing and raising monies for municipal and corporate purposes; providing for certification to the Board of County Commissioners of Nez Perce County in the amount of \$25,004,250; providing a certified copy of the 2026 Annual Appropriation Ordinance to the Board of County Commissioners of Nez Perce County, Idaho as adopted by the City of Lewiston for the 2025-2026 fiscal year - Action Item (Finance Director Gordon)

Councilors Schroeder and Spickelmire moved and seconded, respectively, to waive the third reading in full of Ordinance 4951 and approve the reading by title only.

Councilor Wright questioned if now was the time to amend budget ordinance 4950. In order to confer with City Attorney Tengono, Mayor Johnson called Council to "stand at ease" at 6:41 p.m., and reconvened the meeting at 6:48 p.m.

Councilor Wright made a motion to reconsider the third reading of ordinance 4950, pursuant to Lewiston City Code 2-26(J)(4). Councilor Forsmann seconded. **ROLL CALL VOTE: VOTING AYE: Wright; Forsmann; Klein. VOTING NAY: Schroeder; Spickelmire. EXCUSED: Kleeburg.**

City Attorney Tengono explained that a motion to reconsider must be made before the meeting ends or before an ordinance takes effect. The motion has to come from a councilor who voted with the majority, be seconded by another councilor, and pass by majority vote. She noted that the motion is debatable, takes priority over other motions, and once it is resolved, the Council will return to the pending motion on

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Ordinance 4951. Therefore, the City Council would go back to the third reading of Ordinance 4950 (see item VI. D. 2. b. for the reconsideration actions).

After the reconsideration was completed, Council returned to the motion, which passed 5-0.

Mayor Johnson called Council to "stand at ease" at 7:32 p.m. and reconvened at 7:33 p.m. to clarify the ordinance amount, as there was a typo in the amount on the agenda description.

ORDINANCE 4951: AN ORDINANCE OF THE CITY OF LEWISTON FIXING AND ESTABLISHING THE TAX CERTIFICATION ON ALL TAXABLE PROPERTIES SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF LEWISTON FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026, FOR THE PURPOSE OF PROVIDING AND RAISING MONIES FOR MUNICIPAL AND CORPORATE PURPOSES; PROVIDING FOR THE TAX CERTIFICATION TO THE BOARD OF COUNTY COMMISSIONERS OF NEZ PERCE COUNTY, IDAHO IN THE AMOUNT OF TWENTY-FIVE MILLION FOUR THOUSAND TWO HUNDRED FIFTY DOLLARS (\$25,004,250); PROVIDING A CERTIFIED COPY OF THE 2026 ANNUAL APPROPRIATION ORDINANCE TO THE BOARD OF COUNTY COMMISSIONERS OF NEZ PERCE COUNTY, IDAHO, AS ADOPTED BY THE CITY OF LEWISTON FOR THE 2025-2026 FISCAL YEAR; AND PROVIDING AN EFFECTIVE DATE.

3. ADOPTION AND APPROVAL OF ORDINANCE SUMMARIES

a. ORDINANCE 4955: Action Item

Councilors Schroeder and Spickelmire moved and seconded, respectively, to adopt Ordinance 4955 and approve the related ordinance summary. ***ROLL CALL VOTE: VOTING AYE: Wright; Forsmann; Schroeder; Klein; Spickelmire. VOTING NAY: None. EXCUSED: Kleeburg.***

4. ADOPTION

Councilors Schroeder and Spickelmire moved and seconded, respectively, to adopt Ordinances 4950, 4951, and 4952. ***ROLL CALL VOTE: VOTING AYE: Wright; Forsmann; Schroeder; Klein; Spickelmire. VOTING NAY: None. EXCUSED: Kleeburg.***

a. ORDINANCE 4952: Action Item

b. **ORDINANCE 4950**: Action Item

c. **ORDINANCE 4951**: Action Item

VII. PUBLIC HEARINGS AND RELATED ACTION ITEMS

- A. **PUBLIC HEARING: FORGONE TAXES**: Accepting testimony on the consideration of utilizing a portion of forgone taxes in the amount of \$241,295 for maintenance and operations purposes, and consideration of accruing forgone tax (i.e., reserving the right to recover forgone tax) for the fiscal year ending September 30, 2026 - Action Item (Finance Director Gordon)

Mayor Johnson introduced and opened the public hearing on the consideration of utilizing a portion of forgone taxes in the amount of \$241,295 for maintenance and operations purposes, and consideration of accruing forgone tax for the fiscal year ending September 30, 2026.

Finance Director Gordon explained that Idaho law allows the City to set aside property taxes it didn't collect in prior years ("forgone taxes") and use them in a future budget. Because the City did not raise property taxes in the last several years, forgone taxes were available to use. The FY26 budget includes \$212,769 in forgone taxes. This amount is lower than what was published in the public hearing notice because updated numbers were received after the notice went out. To move forward, Council would need to approve Resolution 2025-36 with the updated amount.

Mayor Johnson asked for public testimony.

Travis Mason, a Lewiston resident, asked for clarification on the amount and whether it would increase taxes. He expressed concern about higher taxes, noting that while the City has balanced the budget well in past years, additional taxes combined with a proposed bond in November may impact public trust.

Linda Mulalley, a Lewiston resident, questioned whether other areas of the budget could be reduced instead and asked about potential funding from the community park project. She also asked if planned roundabouts would still proceed if the bond passes, urging the Council to consider the impact of raising taxes further.

There being no further public testimony, Mayor Johnson closed the public hearing.

- B. **RESOLUTION 2025-35**: Considering whether to reserve some or all of the current year's allowable forgone amount for potential use in subsequent years, pursuant to Idaho Code § 63-802(1)(f) - Action Item (Finance Director Gordon)

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Mayor Johnson noted that Resolution 2025-35 would not be acted on, as it related to reserving the current year's allowable forgone taxes. Instead, Council chose to use this year's forgone taxes in the budget.

- C. **RESOLUTION 2025-36:** Considering certifying \$241,295 of forgone taxes to be budgeted by the City of Lewiston for fiscal year 2026 for the purpose of maintenance and operations pursuant to Idaho Code § 63-802(1)(e)(ii) - Action Item (Finance Director Gordon)

Councilors Schroeder and Spickelmire moved and seconded, respectively, to approve Resolution 2025-36 as amended from \$241,295 to \$212,769. **ROLL CALL VOTE: VOTING AYE: Wright; Forsmann; Schroeder; Klein; Spickelmire. VOTING NAY: None. EXCUSED: Kleeburg.**

VIII. ITEMS MOVED FROM THE CONSENT AGENDA - Action Item

- B. **VOUCHER'S PAYABLE:** Considering approval of the Voucher's Payable dated 7/25/2025 - 8/07/2025 in the amount of \$1,837,167.63 - Action Item

Councilor Forsmann asked about a \$140 refund on page 9 of the vouchers payable, listed under transportation for the LCV Down and Dirty Fun Run. Staff explained it was a miscellaneous customer refund for a public assembly application that was either withdrawn or overpaid.

Councilors Forsmann and Schroeder moved and seconded, respectively, to approve the Voucher's Payable. **ROLL CALL VOTE: VOTING AYE: Wright; Forsmann; Schroeder; Klein; Spickelmire. VOTING NAY: None. EXCUSED: Kleeburg.**

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.

Councilor Forsmann wished everyone a happy and safe Labor Day.

- B. **CITY BOARDS AND COMMISSIONS LIAISON UPDATES**

Councilors Klein, Wright and Schroeder shared updates regarding their assigned Boards and Commissions.

- C. **MAYOR COMMENTS**

Mayor Johnson thanked Finance staff for their work on the budget. He also recognized Bob Rogers, who was appointed to the Audit Committee and attended the meeting, noting his appreciation for Mr. Rogers' service and the knowledge he will bring to the role.

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D. AGENDA TOPICS: - Action Item

X. 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 August 25, 2025 Regular Meeting. The motion carried 5-0 and the meeting adjourned at 8:06 p.m.

Daniel G. Johnson, Mayor

Tanya M. Brocke, City Clerk

May 21, 2025

The PUBLIC WORKS ADVISORY COMMISSION (PWAC) met in the Bell Building 2nd Floor Meeting Room at 215 "D" Street. Chair Laura Wright called the meeting to order at approximately 12:01 p.m.

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

I. CALL TO ORDER

COMMISSIONERS PRESENT: Chair Laura Wright, Vice-Chair Ryan Rehder, Brent Bourassa

COMMISSIONERS ABSENT: Lytonia "LT" Gardee and Kayleigh Philippi

CITY COUNCIL LIAISONS PRESENT: Councilor Kathy Schroeder and Councilor Kasee Forsmann

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

II. CITIZEN COMMENTS

None.

III. CONSENT AGENDA

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

Councilor Schroeder and Commissioner Bourassa moved and seconded, respectively, approval of the Consent Agenda. The motion carried 5-0.

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

IV. DIRECTOR'S REPORT

Director Johnson provided updates and answered questions on the election results for the Main Street Reconstruction Project; Annual Street Preservation; 12th Street Sidewalk Infill; Airway to Warner, 1/2 Block of Bryden Ave Project; Water Treatment Plant Intake Project; and the Downtown Water Transmission Main Project.

V. ACTIVE AGENDA

A. ELECTION OF OFFICERS: - Action Item

Luke Antonich, PE, City Engineer, introduced the City's construction standards and Idaho Standards for Public Works Construction (ISPWC), explaining how they allow the City to establish design requirements and identify non-compliant plans. Mr. Antonich walked through the red lines and notes from City staff and J-U-B Engineers, Inc., encouraging the Commission to reach out with any questions.

Director Johnson said that these standards have been used for years but have not been formally adopted; the project goal is City Council adoption. He welcomes feedback on grammar, spelling, formatting, etc. for members that do not possess a technical background.

Ms. Wright asked if the Parks and Recreation Department (P&R) has standards. Mr. Antonich replied that he is only aware of these standards; P&R outsources engineering services. Ms. Wright asked if the City has a lighting standard; Mr. Antonich said no.

Councilor Forsmann asked if Ms. Wright was asking if P&R collaborated with the City Engineer for standards. Ms. Wright explained that standards were consolidated under one authority in her previous experience. Ms. Forsmann proposed bringing up the topic of standards with Councilor Spicklemire who serves as the liaison for the Parks & Recreation Commission (PRC). Director Johnson said the Facilities Division of P&R is evolving but this topic could be shared with the new P&R Director as they head in the same direction of asset management that Public Works employs. Mr. Antonich said that the standards pertain to public right-of-way whereas most P&R designs do not fall within that category.

Ms. Wright asked if there was a standard for traffic signals. Mr. Johnson said that a specification is in progress. Mr. Antonich added that Public Works has specifications for most of these topics but does not necessarily have drawings. Ms. Wright recommended that the City adds an illumination standard and traffic signal standard in the future.

Mr. Bourassa asked if this is the entirety of the standards in the City right now. Mr. Antonich said that there are some specifications that outline those manufacturers or requirements. Vice-Chair Rehder explained that the standards serve as a supplement to the ISPWC and that most people, contractors included, are not aware of the ISPWC's existence.

VI. UNFINISHED & NEW BUSINESS

A. COMMISSIONER COMMENTS: - Action Item

Councilor Forsmann thanked Director Johnson and the staff for attending the Main Street Reconstruction Project open houses. Ms. Forsmann would like to see if there are ways to mitigate Lewiston's high accident rate with roadway design in future projects.

Commissioner Bourassa asked if a special meeting would be held for the June deadline for Project #1. Public Works Specialist Kelley said that there was no meeting scheduled and that the assignments given today were to be completed outside of meetings.

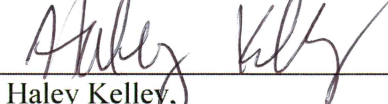
B. STAFF LIAISON COMMENTS: - Action Item

Director Johnson said that the annual Public Works Expo begins at 9:00 AM on Thursday, May 22nd at the Nez Perce County Fairgrounds

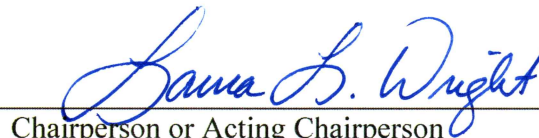
VII. ADJOURNMENT - Action Item

There being no further business, Councilor Schroeder and Commissioner Bourassa moved and seconded, respectively, to adjourn the meeting. The motion carried 5-0 and the Public Works Advisory Commission adjourned at approximately 12:55 p.m.

RESPECTFULLY SUBMITTED,



Haley Kelley,
Recording Secretary



Chairperson or Acting Chairperson
Public Works Advisory Commission

Approved this 28 day of August, 2025

August 13, 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; Maureen Anderson

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

STAFF MEMBERS PRESENT: Joel Plaskon, City Planner; Dawn Ortiz, Community Development Office Supervisor; Jennifer Tengono, City Attorney

II. CITIZENS COMMENTS

None

III. ACTIVE AGENDA

A. APPROVAL OF JULY 23, 2025 MEETING MINUTES (ACTION ITEM)

Commissioners Branson and Anderson moved and seconded, respectively, approval of the July 23, 2025 meeting minutes as written. The motion carried 5-0.

B. REVIEW AND APPROVAL OF THE WRITTEN DECISION FOR AMENDMENT TO THE CANYON CREST PLANNED UNIT DEVELOPMENT AGREEMENT:

Commissioner Anderson and Chair Iacoboni moved and seconded, respectively, to approve the Written Decision for Amendment to the Canyon Crest Planned Unit Development Agreement. The motion carried 5-0.

C. REVIEW AND APPROVAL OF THE REASONED STATEMENT FOR CONDITIONAL USE PERMIT CUP25-4 BY STEPHANIE BEIDMAN:

Commissioners Ball and Cable moved and seconded, respectively, to approve the Reasoned Statement for CUP25-4 as written. The motion carried 5-0.

D. PUBLIC HEARING AND DIRECTION TO STAFF REGARDING THE REASONED STATEMENT FOR ZONE CHANGE APPLICATION ZNC25-2 BY STEVE CARLTON:

Chair Iacoboni explained the public hearing process, opened the public hearing and asked for a staff presentation.

Staff Plaskon provided a verbal summary of the staff report with maps and photos so the commission could get geographically familiar with the area.

Commissioner Ball asked staff if residential is a zoning option.

Staff Plaskon stated that residential can be on the upper floors above the commercial units.

There being no further questions for the staff, Chair Iacoboni asked for the applicant's testimony.

Applicant Steve Carlton, Lewiston Id stated that it was best to rezone the entire lot, especially with the road that would be developed. He does plan on having apartments above the commercial units. He stated the zoning needs to be right before any planning begins, and he has had people interested in this project. There will be a right in the entrance and a right out exit on Thain.

There being no further questions for the applicant, and no public testimony Chair Iacoboni closed the public hearing.

After deliberation and discussion of the relevant criteria and standards, Commissioners Anderson and Branson moved and seconded, respectively, to direct staff to draft the Reasoned Statement approving ZNC25-2. The motion carried 5-0.

IV. STAFF-COMMISSION COMMUNICATIONS:

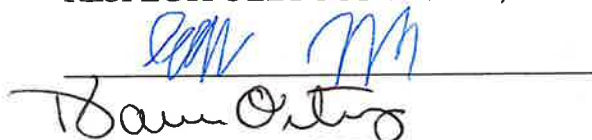
A. Query of Commissioners for the August 27, 2025 meeting.

All commissioners in attendance should be in attendance for the August 27, 2025 meeting. Staff Plaskon stated there will be one, possibly two public hearings, and the reasoned statement from tonight's public hearing. Staff also stated that Commissioners Kelly and Branson will not be renewing their term, and currently, they have one seat potentially filled by Zach Battles if the City Council appoints him on August 25, 2025.

V. ADJOURN

There being no further business, Commissioner Ball and Chair Iacoboni moved and seconded, respectively, to adjourn. The motion carried 5-0, and the Planning and Zoning Commission adjourned at approximately 5:55 p.m.

RESPECTFULLY SUBMITTED,


Dan Ortiz


Gabe Iacoboni

PLANNING AND ZONING COMMISSION MINUTES

August 13, 2025

Page 2

Dawn Ortiz,
Recording Secretary

Chairperson or Acting Chairperson
Planning and Zoning Commission

Approved this 27 day of August, 2025.

Lewiston City Library
Board of Trustees
Regular Meeting | Wednesday, July 16, 2025
Community Room

1. Call to Order: The meeting was called to order at 5:41 PM by Chair Rebecca Snodgrass
Trustees Present: Chair Rebecca Snodgrass, Diana Ames by phone, Josh Brown
Trustees Absent: Andy Hanson
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. Danielle Kinyon - Lewiston Library Foundation President
4. City of Lewiston Council Report
 - a. None
5. Library Foundation Report
 - a. Danielle reported that the Foundation took June off, and she reported that the Foundation is looking to find a piano in honor of Dawn Wittman. She informed us that heavy recruiting is still ongoing to find volunteers for the Foundation. Also to note, a finance subcommittee has been created consisting of Missy Clifford, Fred Fickenwirth, and John Rusche.
6. Consent Agenda - Action Item
 - a. Approval of Minutes of Previous Meetings - Board of Trustees from June 18, 2025
 - b. Review of Statistical Report for June
 - c. Approval of Statement of Expenses for June.
 - i. Josh Brown motioned to approve the consent agenda, and Diana Ames seconded. All in favor. Motion carried.
7. Committee Reports
 - a. Art Committee
 - i. Lynn Johnson reported that the Art Committee is scheduled to meet tomorrow. She noted that artist recruitment efforts are ongoing, and the committee is considering making minor updates to the artist page on the library's website with Technology Librarian Darin Garr.
8. Director's Report
 - a. Facilities
 - i. Lynn Johnson reported that the vendor for the lighting project was at the library preparing to sign off on the project, with only a few remaining

punch list items to finalize. She also noted that Administrative Assistant Bruno Alvino has been looking into the issues with the cracked pavers on the Rooftop Garden to help determine next steps for repair or replacement.

b. Staffing

- i. Lynn Johnson shared that Ann Edwards Best's last day will be Thursday, July 17, 2025. As a farewell gesture, Library Assistant Corla Hughes made a quilt for her. Separately, Zanna Sharp has transitioned from her full-time role to a part-time lead assistant position. The library is now in the process of hiring a new full-time Lead Assistant to fill the open position.
- ii. Youth Services Librarian Colleen Olive will be retiring in August. The recruitment process to fill her position will begin internally before being opened to external candidates if necessary.

c. Friends of the Library

- i. Lynn Johnson informed the Board that the leadership group of the Friends of the Library intends to retire following the December book sale. The library's volunteer coordinator, Zanna Sharp, is drafting job descriptions in preparation for recruiting new leadership and members.

d. Art Walk

- i. L. Johnson reported that no proposals were submitted in response to the Art Walk RFP by the LC Valley Chamber of Commerce. As a result, a meeting was held at the library to discuss the future of the event. It was agreed by this group that this year's Art Walk will be more low-key than in previous years but will be held. The event is scheduled for the first weekend of October.

9. Unfinished Business

a. Event Space Audio Visual System - Action Item

- i. Diana Ames motioned to approve the purchase of the new Epson projector, along with new software to operate the AV system in the Event Space. Josh Brown seconded the motion. All in favor. Motion carried.

b. Items Moved from Consent Agenda - Action Item

- i. None

10. New Business

a. Fifth Street Entrance Closure

- i. Lynn Johnson informed the Board that she discovered a visible crack in the concrete near the top of the Fifth Street entrance. City staff evaluated the damage, and the entrance has been closed as a precaution. The situation is now awaiting further assessment and quote for repair from Mangum Construction.

11. Schedule of Upcoming Meetings

- a. Regular Meeting: August 20, 2025
- b. Regular Meeting: September 17, 2025

12. Adjournment - Action Item
 - a. Josh Brown moved to adjourn the meeting at 6:33 PM, and Diana Ames seconded. All in favor. Motion carried.

Lewiston City Library
Board of Trustees
Special Meeting | Thursday, July 31, 2025
Community Room

1. Call to Order: The meeting was called to order at 5:31 PM by Chair Rebecca Snodgrass
Trustees Present: Chair Rebecca Snodgrass, Diana Ames, Josh Brown
Trustees Absent: Andy Hanson
Councilor Liaison Absent: Jim Kleeburg
Library Staff: Library Director Lynn Johnson
2. Interview of Library Board of Trustee Candidate
 - a. Board members and Director introduced themselves. Candidate, Dr. Thomas Hill, introduced himself including information about professional studies, current position with Lewis Clark State College and life experiences. Board members and the candidate discussed board member's roles and responsibilities, past education and professional experiences, and library policies.
3. Library Board of Trustees Recommendation to Mayor & City Council - Action Item
 - a. Josh Brown moved and Diana Ames seconded a motion to recommend the acceptance of Dr. Thomas Hill to the Board of Trustees to the Mayor and City Council. All were in favor.
3. Adjournment - Action Item
 - a. Diana Ames moved to adjourn the meeting at 6:37 PM, and Josh Brown seconded. All in favor. Motion carried.



Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
1ST CLASS OFFICE SOLUTIONS LLC	400588	8/21/2025	FINANCE	PUR - ANNUAL POSTAGE MACHINE SERVICE CONTRACT	\$768.00
				PUR - CITY HALL POSTAGE MACHINE METER INK	\$474.25
ALLIANCE TITLE & ESCROW	120276	8/21/2025	TRNSPN	TR023 SRA; SWAY-11TH; ROW & TEMP CONST EASEMENT	\$31,782.00
ALWAYS TOWING LLC	400590	8/21/2025	POLICE	BPO PD TOW SERVICE	\$225.00
AMAZON CAPITAL SERVICES	120229	8/14/2025	LIBRARY	BPO - LIB - OPERATING SUPPLIES	\$71.08
			PARKSFAC	PKS - AMAZON - CARB/BEARINGS	\$37.42
				REC - AMAZON - LIFEJACKETS FOR POOL	\$136.23
	120277	8/21/2025	COMDEV	BPO-CD-OFFICE SUPPLIES-PAPER, PENS, RECEIPT PAPER	\$816.59
				CD-OVERALLS/SAFETY PANTS FOR C. COOK	\$59.99
				CD-SAFETY BOOT PURCHASE - GOBBI	\$170.13
			FIRE	FIRE - AMAZON - SUPPLIES	\$454.04
			HR	UPDATED IDAHO AND FEDERAL LABOR LAW POSTERS FOR AL	\$498.95
			INFOSYSTMS	HDMI TO DISPLAYPORT ADAPTERS	\$39.38
				IT SUPPLIES AND MATERIALS	\$39.42
				STUDIO HEADPHONES	\$199.99
				VGA TO HDMI ADAPTER	\$19.58
			LIBRARY	LIB - ART PROGRAMMING SUPPLIES	\$1,615.95
				LIB - VOLUNTEER APPRECIATION SUPPLIES	\$80.74
			STMWTR	PW-STORM-WEBCAM (J KAUFMAN)	(\$41.29)
			TRANSITOP	TRANSIT BPO OFFICE/CLEANING SUPPLIES	\$298.13
			TRNSPN	PW-GIS-POPSOCKET;OTTERBOX;USB-C;MFI ADAPT;PLANNER	\$112.46
			WATER	PW-WD-HARD HAT (G TEED)	\$49.99
			WSTWTR	MOOKEERF RETURN	(\$77.50)
				WW099 SCADACORE ROUTER CABLES/ETC	\$423.98
ANATEK LABS INC	400591	8/21/2025	WATER	PW-WTP-BPO SAMPLING ANALYSIS FOR COMPLIANCE	\$1,480.00
			WSTWTR	BPO-PW-IPT-BPO SAMPLING ANALYSIS FOR COMPLIANCE	\$605.00
APSCO LLC	120278	8/21/2025	WSTWTR	WW051 SOUTH SHORE PUMP	\$128,044.87
ARROW CONSTRUCTION SUPPLY LLC	400592	8/21/2025	TRNSPN	BPO - ST/TR - OPERATING SUPPLIES	\$35.32
ARTBEAT INC	400582	8/14/2025	PARKSFAC	PKS - ARTBEAT - EMP UNIFORM SHIRTS (45)	\$516.75



Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
ATLAS SAND & ROCK	120279	8/21/2025	TRNSPN	BPO - ST - DUTHIE SAND & ROCK	\$891.21
B&H FOTO & ELECTRONICS CORP	120280	8/21/2025	INFOSYSTMS	EQUIPMENT FOR STUDIO	\$2,663.21
			LIBRARY	LIB - EPSON POWERLITE PROJECTOR	\$3,227.04
			PARKSFAC	BPO - PARKS/ISS - PARKS CAMERA/SECURITY PROJECT	\$3,636.92
BANNER BANK-ADM SVCS	120251	8/21/2025	FINANCE	FIN-FOXIT SOFTWARE	\$109.99
BANNER BANK-IT	120252	8/21/2025	WATER	PW-WTR AND WW-TEAMVIEWER RENEWAL RQ0027447	\$919.60
			WSTWTR	PW-WTR AND WW-TEAMVIEWER RENEWAL RQ0027447	\$1,839.20
BLUE RIBBON LINEN SUPPLY INC	120230	8/14/2025	FIRE	BPO FIRE - BLUE RIBBON - LAUNDRY SERVICE	\$994.03
	120281	8/21/2025	FIRE	BPO FIRE - BLUE RIBBON - LAUNDRY SERVICE	\$243.84
			WSTWTR	PW-WWTP-BPO JANITORIAL SUPPLIES	\$81.62
BRETTON S WATSON DBA ABLE LOCKSMITH	400589	8/21/2025	COMDEV	CD-CHANGE LOCK ON BUSINESS LICENSE OFFICE DOOR	\$140.00
BRIAN E WARD DBA GUMBY ENTERPRISES INC	120333	8/21/2025	FLTMAINT	BPO - FLEET TOOLS & SUPPLIES	\$24.25
CANON FINANCIAL SERVICES INC	120282	8/21/2025	COMDEV	BPO-CD-CANON PRINTER: DX5760I COPIER LEASE-CANON	\$253.63
CASSIE FRARY DBA SNAKE RIVER FOUR PAWS, LLC	120332	8/21/2025	POLICE	BPO PD BOARDING SERVICES FOR K9 ZIVA	\$120.00
CATALYST MEDICAL GROUP PLLC	120231	8/14/2025	FIRE	BPO - FIRE - CATALYST MEDICAL - PHYSICALS	\$2,862.75
CDE ENTERPRISE DBA GEORGE'S LOCK AND KEY SERVICE	120301	8/21/2025	FLTMAINT	BPO/ FLEET DUPLICATE KEYS & LOCKSMITH	\$10.36
			STMWTR	PW - STMW - REKEY TOOLBOX ON VEH. #245	\$75.09
CDW GOVERNMENT LLC	120283	8/21/2025	INFOSYSTMS	MICROSOFT OFFICE 2024	\$3,478.40
			LIBRARY	LIB - HONEYWELL BARCODE SCANNER	\$325.02
CENTURYLINK	120284	8/21/2025	COMDEV	08/11/25 BILL DATE UTILITY CHARGES	\$90.37
			FIRE	08/11/25 BILL DATE UTILITY CHARGES	\$822.71
			INFOSYSTMS	08/11/25 BILL DATE UTILITY CHARGES	\$562.66
			LIBRARY	08/11/25 BILL DATE UTILITY CHARGES	\$57.36
			PARKSFAC	08/11/25 BILL DATE UTILITY CHARGES	\$286.43
			POLICE	08/11/25 BILL DATE UTILITY CHARGES	\$988.17



Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
CENTURYLINK	12028 4	8/21/2025	TRANSITOP	08/11/25 BILL DATE UTILITY CHARGES	\$180.74
			WATER	08/11/25 BILL DATE UTILITY CHARGES	\$451.85
			WSTWTR	08/11/25 BILL DATE UTILITY CHARGES	\$470.78
CES	40059 3	8/21/2025	WSTWTR	PW-WWC-28V SHIELD CABLE KIT	\$439.79
CHRISTOPHER PAUL-USHER	12027 2	8/21/2025	TRANSITOP	MEALS-C. USHER 2025 ITD PUBLIC TRANSPORTATION SUMM	\$322.56
CINTAS CORPORATION #606	12028 5	8/21/2025	FLTMAINT	BPO/ FLEET UNIFORM RENT & LAUNDRY	\$64.11
			PARKSFAC	BPO - PARKS - CLEANING SUPP. & LAUNDERED UNIFORMS	\$36.50
CITY OF LEWISTON	2999	8/14/2025	CEMETERY	JULY 2025 WATER SEWER GARBAGE	\$39.00
			COMDEV	JULY 2025 WATER SEWER GARBAGE	\$212.42
			LIBRARY	JULY 2025 WATER SEWER GARBAGE	\$466.71
			PARKSFAC	JULY 2025 WATER SEWER GARBAGE	\$14,169.09
			POLICE	JULY 2025 WATER SEWER GARBAGE	\$87.93
			SANITATION	JULY 2025 WATER SEWER GARBAGE	\$2,792.30
			STMWTR	JULY 2025 WATER SEWER GARBAGE	\$26.64
			TRANSITOP	JULY 2025 WATER SEWER GARBAGE	\$86.10
			TRNSPN	JULY 2025 WATER SEWER GARBAGE	\$29,221.35
			WATER	JULY 2025 WATER SEWER GARBAGE	\$1,396.29
			WSTWTR	JULY 2025 WATER SEWER GARBAGE	\$2,689.29
CITY OF LEWISTON EMPLOYEE BENEFIT PLAN TRUST	12025 3	8/21/2025	ADMSVC	Payroll Run 1 - Warrant 082125	\$415,615.44
CITY OF LEWISTON EMPLOYEE BENEFIT-CAFETERIA PLAN	12025 4	8/21/2025	ADMSVC	Payroll Run 1 - Warrant 082125	\$8,550.81
CIVICPLUS LLC	40059 4	8/21/2025	INFOSYSTMS	CICIVICCLERK	\$5,672.14
				CIVICPLUS WEBSITE	\$6,777.41
CLEARWATER FENCE LLC	40059 5	8/21/2025	PARKSFAC	TEMPORARY FENCING AT PIONEER PARK PLAYGROUND	\$522.00
CLEARWATER HYDRAULICS LLC	40059 6	8/21/2025	FLTMAINT	BPO/ FLEET REPAIR PARTS & OSL	\$184.12
			WSTWTR	PW-WWCOLL-BPO SHOP REPLACEMENT PARTS FOR EQUIP	\$1,855.83
COLEMAN OIL COMPANY LLC DBA COLEMAN OIL COMPANY	12028 6	8/21/2025	CEMETERY	CP-0285282 BILL DATE 08/10/25	\$185.29
				CP-0288404 BILL DATE 8/17/25	\$155.09
			COMDEV	CP-0285282 BILL DATE 08/10/25	\$181.32
				CP-0288404 BILL DATE 8/17/25	\$175.43
			FIRE	CP-0285282 BILL DATE 08/10/25	\$1,490.82
				CP-0288404 BILL DATE 8/17/25	\$1,364.59
			FLTMAINT	CP-0285282 BILL DATE 08/10/25	\$104.08



Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
COLEMAN OIL COMPANY LLC DBA COLEMAN OIL COMPANY	120286	8/21/2025	FLTMAINT	CP-0288404 BILL DATE 8/17/25	\$36.48
			INFOSYSTMS	CP-0285282 BILL DATE 08/10/25	\$54.67
			LEGISLATIV	CP-0285282 BILL DATE 08/10/25	\$39.86
				CP-0288404 BILL DATE 8/17/25	\$25.82
			PARKSFAC	CP-0285282 BILL DATE 08/10/25	\$839.57
				CP-0288404 BILL DATE 8/17/25	\$977.16
			POLICE	CP-0285282 BILL DATE 08/10/25	\$2,209.19
				CP-0288404 BILL DATE 8/17/25	\$2,366.13
			RECREATION	CP-0288404 BILL DATE 8/17/25	\$71.33
			SANITATION	BPO - TS - FUEL	\$260.60
				BPO - TS - FY25 FUEL FOR SDI HAUL	\$1,056.64
			STMWTR	CP-0288404 BILL DATE 8/17/25	\$202.75
			TRANSITOP	CP-0285282 BILL DATE 08/10/25	\$1,820.31
				CP-0288404 BILL DATE 8/17/25	\$1,575.48
			TRNSPN	CP-0285282 BILL DATE 08/10/25	\$1,499.99
				CP-0288404 BILL DATE 8/17/25	\$1,571.40
			WATER	CP-0285282 BILL DATE 08/10/25	\$714.66
				CP-0288404 BILL DATE 8/17/25	\$358.79
				PW-WTP-BPO GENERATOR FUEL	\$695.87
			WSTWTR	CP-0285282 BILL DATE 08/10/25	\$900.32
				CP-0288404 BILL DATE 8/17/25	\$1,039.88
COMMERCIAL TIRE INC	400597	8/21/2025	FLTMAINT	FOUR NEW DRIVE TIRES FOR #279 TRUCK	\$1,452.00
			FLTMAINT	BPO/ FLEET TIRE REPAIRS & DISPOSAL	\$460.00
				OSL/ 4 NEW DRIVE TIRES FOR #001 ENGINE	\$2,936.60
				OSL/ REPL TIRE ON #352 FLUSHER TRUCK	\$501.75
CONTINENTAL AMERICAN INSURANCE COMPANY DBA AFLAC GROUP	120250	8/21/2025	ADMSVC	Payroll Run 1 - Warrant 082125	\$1,179.15
CUES INC	120288	8/21/2025	WSTWTR	PW - WWC - TV TRUCK WM330 LIFT ASSEMBLY	\$8,054.75
DARREN TRAINOR	120247	8/14/2025	RECREATION	UMPIRED 3 GAMES @ 30.00	\$90.00
DELL MARKETING LP	120289	8/21/2025	INFOSYSTMS	LAPTOP AND DOCK FOR D. SINER	\$1,350.43
EARLY BIRD SUPPLY INC	120291	8/21/2025	TRNSPN	BPO - ST/TR - OPERATING SUPPLIES	\$212.10
EFTPS	3109	8/21/2025	ADMSVC	Payroll Run 1 - Warrant 082125	\$172,446.04
ELIZABETH A WAITS DBA DEPENDABLE BILLING SOLUTIONS LLC	120290	8/21/2025	FIRE	BPO FIRE - DEPENDABLE BILLING SOLUTIONS - BILLING	\$1,521.38



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Vendor Name	Ck#	Ck Date	Department	Description	Total
EMPOWER TRUST COMPANY LLC	3111	8/21/2025	ADMSVC	Payroll Run 1 - Warrant 082125	\$43,295.18
EMSCONNECT LLC	12029 2	8/21/2025	FIRE	BPO FIRE - EMS CONNECT - TRAINING	\$416.00
ENVIRONMENTAL PRODUCTS & ACCESSORIES LLC	12029 3	8/21/2025	WSTWTR	PW - WWC - EPA VAC TRUCK PARTS	\$13,664.79
ERB'S ACE HARDWARE LLC	12029 4	8/21/2025	FIRE	BPO FIRE - ERB HARDWARE - SUPPLIES	\$14.44
			TRNSPN	BPO - ST/TR - OPERATING SUPPLIES	\$74.43
			WATER	PW-WD-BPO OPERATING SUPPLIES: TOOLS & HARDWARE	\$44.28
				PW-WTP-BPO-OPERATING SUPPLIES: TOOLS & HARDWARE	\$20.38
			WSTWTR	PW-WWCOLL-BPO SUPPLIES AND EQUIPMENT	\$11.19
				PW-WWTP-BPO OPERATING AND CLEANING SUPPLIES	\$45.86
				WW034 BPO LOSD LIFT STATION MAINT SUPPLIES	\$16.98
FASTENAL COMPANY	12029 5	8/21/2025	PARKSFAC	BPO - FASTENAL VENDING SUPPLIES	\$370.90
FEDEX	12029 6	8/21/2025	WSTWTR	PW-WWCOLL-BPO SHIPPING CHARGES	\$41.18
FERGUSON ENTERPRISES #3011	12029 7	8/21/2025	WSTWTR	PW-WWCOLL- BPO MISC SUPPLIES/ITEMS	\$169.69
FIRE CATT LLC	12029 8	8/21/2025	FIRE	FIRE - NATIONAL HOSE TESTING - TESTING	\$6,466.50
FISHER SYSTEMS INC	40059 8	8/21/2025	WATER	PW-WTP BPO SERVICE CALLS FOR ALARMS	\$125.00
FOP LEWIS CLARK LODGE #10	12025 5	8/21/2025	ADMSVC	Payroll Run 1 - Warrant 082125	\$1,779.96
FREEDOM FIRE LLC	12029 9	8/21/2025	FLTMAINT	VEHICLE FIRE EXTINGUISHER SERVICING	\$1,059.00
GATEWAY MATERIALS	12030 0	8/21/2025	FLTMAINT	BPO/ FLEET REPAIR PARTS & SUPPLIES	\$35.80
			TRANSITOP	TRANSIT BUS BARRIER DOOR PARTS	\$45.90
GRAINGER	40059 9	8/21/2025	FIRE	FIRE - GRAINGER - EXTINGUISHER	\$192.32
			WATER	PW-WTP-BPO MOTORS/PUMPS/TOOLS/FITTINGS	\$996.02
GUARDIAN PLUMBING, HEATING & A/C INC	12030 2	8/21/2025	WATER	PW-WD-REPAIR AC AT 2605 16TH AVE	\$120.00
H & H BUSINESS SYSTEMS	12030 3	8/21/2025	COMDEV	BPO-COPIER MAINTENANCE COLOR, B&W FOR IMAGE RUNNE	\$193.37
			FIRE	BPO FIRE - H&H - ADMIN COPIER	\$159.27
H D FOWLER COMPANY INC	40060 0	8/21/2025	WATER	WR043 SLA ALPHA ROMAC FLANGE ADAPTERS; QUOTE ATTA	\$3,099.05
HACH COMPANY	12030 4	8/21/2025	WSTWTR	PW-WWTP-BPO LAB SUPPLIES	\$626.78



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Vendor Name	Ck#	Ck Date	Department	Description	Total
HAHN SUPPLY	120305	8/21/2025	WATER	PW-WTP-BPO PLUMBING SUPPLIES/TOOLS/FILTERS	\$52.55
HCAA LLC	400601	8/21/2025	COMDEV	CD-CODE RESOURCE OFFICER SHIRT ORDER - GOBBI	\$63.98
HENRY SCHEIN	120306	8/21/2025	FIRE	BPO FIRE - HENRY SCHEIN - EMS SUPPLIES	\$1,982.79
HERCO INC DBA HERCO ASPHALT & PAVING	120307	8/21/2025	TRNSPN	TR011 2025 SEAL & FOG COAT (IFB-25-014)	\$243,942.15
HM CRAGG CO	400620	8/21/2025	WATER	WW043-WTP-REPLACEMENT SOUTH HIGH ATC900 CONTROLLR	\$17,452.50
HMH ENGINEERING	120308	8/21/2025	TRNSPN	TR070 BURRELL;THAIN-14TH S/W INFILL - PROJ. DEV.	\$2,418.82
HOME DEPOT CREDIT SERVICES	120309	8/21/2025	INFOSYSTMS	BPO - ISS - TOOLS AND SUPPLIES HOME DEPOT	\$82.11
			STMWTR	PW-STORM-BPO MISC MAINT SUPPLIES	\$36.97
			TRNSPN	BPO - ST/TR - OPERATING SUPPLIES	\$129.00
HRA VEBA TRUST	120256	8/21/2025	PARKSFAC	VEBA- FAZIO	\$9,055.41
I A F F - LOCAL #1773	120257	8/21/2025	ADMSVC	Payroll Run 1 - Warrant 082125	\$3,350.00
IAFF LOCAL 1773 PAC	120258	8/21/2025	ADMSVC	Payroll Run 1 - Warrant 082125	\$20.00
IDAHO CHILD SUPPORT RECEIPTING	120259	8/21/2025	ADMSVC	Payroll Run 1 - Warrant 082125	\$270.00
IDAHO DEPT OF ENVIRONMENTAL QUALITY	3000	8/14/2025	WSTWTR	WW2001 BOND PMT NO 005	\$1,070,654.13
IDAHO DEPT OF HEALTH & WELFARE	120310	8/21/2025	FIRE	FIRE - HEALTH & WELFARE - CERTIFICATIONS	\$25.00
IDAHO INDUSTRIAL COMMISSION	120260	8/21/2025	INSTRUST	IDAHO INDUSTRIAL COMMISSION UNDERPAYMENT	\$44.96
IDAHO STATE POLICE	120311	8/21/2025	COMDEV	BPO-CD-FINGERPRINT FEES RELATING TO BUSINESS LIC	\$33.25
			LIBRARY	BPO - LIB - NAMECHECKS	\$31.25
IDAHO STATE TAX COMMISSION	120233	8/14/2025	LIBRARY	JULY 25' SALES TAX	\$100.63
			PARKSFAC	JULY 25' SALES TAX	\$309.74
			RECREATION	JULY 25' SALES TAX	\$424.67
			SANITATION	JULY 25' SALES TAX	\$1,944.33
	120261	8/21/2025	ADMSVC	Payroll Run 1 - Warrant 082125	\$27,379.00
IDAHO TRUCK SALES CO	120312	8/21/2025	FLTMAINT	BPO/ FLEET REPAIR PARTS & REPAIRS	\$309.60
IIA LIFTING SERVICES INC	400602	8/21/2025	FLTMAINT	ANNUAL AERIAL SAFETY INSPECTION	\$2,411.55
			PARKSFAC	FAC - IIA LIFTING SERVICES - SAFETY AT SS	\$724.50
INGRAM INDUSTRIES INC DBA INGRAM LIBRARY SERVICES LLC	400603	8/21/2025	LIBRARY	BPO - LIB - ADULT NONFICTION 2ND FLR	\$15.71



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Vendor Name	Ck#	Ck Date	Department	Description	Total
INGRAM LIBRARY SERVICES	400583	8/14/2025	LIBRARY	BPO - LIB - ADULT FICTION	\$394.07
				BPO - LIB - ADULT NONFICTION 1ST FLR	\$285.39
				BPO - LIB - ADULT NONFICTION 2ND FLR	\$64.23
				BPO - LIB - JUVENILE NONFICTION	\$140.06
				BPO - LIB - LARGE PRINT	\$174.95
				BPO - LIB - TEEN FIC	\$64.47
				BPO - LIB - TEEN NONFICTOIN	\$70.75
				BPO - LIB JUVENILE BOOKMOBILE ORDERS	\$194.26
				LIB - BPO - ADULT BOOKMOBILE	\$51.82
	400604	8/21/2025	LIBRARY	BPO - LIB - ADULT FICTION	\$612.08
				BPO - LIB - ADULT NONFICTION 1ST FLR	\$255.29
				BPO - LIB - JUVENILE FICTION	\$436.96
				BPO - LIB - JUVENILE NONFICTION	\$21.33
				BPO - LIB - LARGE PRINT	\$175.95
				BPO - LIB - TEEN FIC	\$261.91
				BPO - LIB - TEEN NONFICTOIN	\$15.26
				CREDIT ON ACCT	(\$0.01)
				LIB - BPO - ADULT BOOKMOBILE	\$121.21
INK TECHNOLOGIES PRINTER SUPPLIES LLC DBA INK TECHNOLOGIES.COM	120313	8/21/2025	LEGAL	REFUND SZMTN436C	(\$17.10)
			POLICE	PD-INK CARTRIDGES FOR SUBSTATION PRINTER AND CAPTA	\$78.30
INLAND FASTENER INC	400605	8/21/2025	FLTMAINT	BPO - FLEET REPAIR PARTS & SUPPLIES	\$1.94
			SANITATION	BPO - TS - OPERATING SUPPLIES	\$13.16
INTERMOUNTAIN CLAIMS INC	120262	8/21/2025	INSTRUST	TO REIMBURSE WORKERS COMP ACCOUNT	\$39,096.47
	400606	8/21/2025	INSTRUST	JULY INTERMOUNTAIN WORK COMP INVOICE	\$2,262.00
INTERNATIONAL MUNICIPAL LAWYERS ASSOCIATION	120234	8/14/2025	LEGISLATIV	REG - MAYOR JOHNSON - IMLA CONFERENCE	\$100.00
JOE HALL FORD	400607	8/21/2025	FLTMAINT	BPO/ FLEET REPAIR PARTS & OSL	\$29.82
JOHN'S SAW SERVICE	400608	8/21/2025	FIRE	BPO FIRE - JOHNS SAW - REPAIR/SUPPLIES	\$130.86
			PARKSFAC	FAC - JOHNS SAW - MOTOMIX	\$50.00
JONES EXCAVATION LLC	400609	8/21/2025	WSTWTR	WW051 SEWER POINT REPAIRS: 3860 COUNTRY CLUB DR	\$2,450.00
J-U-B ENGINEERS	400610	8/21/2025	WSTWTR	WW060 2023 WW IMPROVEMENT PROJECT-CE&I	\$12,927.50



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Vendor Name	Ck#	Ck Date	Department	Description	Total
J-U-B ENGINEERS	400610	8/21/2025	WSTWTR	WW060 TO27 2024 PIPE BURST CEI SRA	\$5,085.80
KALAHALE MURRELL	120244	8/14/2025	RECREATION	UMPIRED 2 GAMES @ 30.00 EACH	\$60.00
KENT D BRUCE COMPANY LLC	400584	8/14/2025	FLTMAINT	BPO/ FLEET REPAIR PARTS	\$311.63
KENWORTH SALES COMPANY	120316	8/21/2025	FLTMAINT	BPO/ FLEET REPAIR PARTS & OSL	\$273.00
L N CURTIS & SONS	120235	8/14/2025	FIRE	BPO FIRE - LN CURTIS - AIR TRAILER MAINT	\$2,243.60
				FIRE - LN CURTIS - SUPPLIES	\$24.82
LARIVIERE INC	400611	8/21/2025	TRNSPN	TR064 17TH ST SIDEWALK INFILL; 13TH AVE TO 15TH A	\$175,883.09
LATAH SANITATION INC	120314	8/21/2025	SANITATION	BPO - PW - FY25 MONTHLY YW COMPOSTING SRVCS	\$47,256.45
			WSTWTR	PW-WWTP-BPO BIOSOLIDS DISPOSAL	\$16,480.45
	120315	8/21/2025	CEMETERY	BPO PARKS AND CEMETERY PORTABLE TOILETS	\$83.00
			PARKSFAC	BPO PARKS AND CEMETERY PORTABLE TOILETS	\$629.00
			WATER	WR513-3RD ST 10TH-15TH AVE: PORTAPOT	\$111.00
LEWIS CLARK STATE COLLEGE	120237	8/14/2025	LIBRARY	LIB - LCSC WELCOME FAIR	\$60.00
LEXIPOL LLC	120317	8/21/2025	POLICE	PD-POLICE ONE ACADEMY ANNUAL RATE WITH OLL SERVICE	\$3,415.30
LINC WAY	120248	8/14/2025	RECREATION	UMPIRED 18 GAMES @ 30 EACH	\$540.00
LUKE N WHITE	120249	8/14/2025	RECREATION	UMPIRED 2 GAMES @ 30.00 EACH	\$60.00
MATHEW LANE	120236	8/14/2025	RECREATION	UMPIRED 17 GAMES @ 32.50 EACH	\$552.50
MCMILLEN JACOBS ASSOCIATES	120318	8/21/2025	WATER	WR050 RAW WTR INTAKE DESIGN - WTP INTAKE REBUILD	\$122,287.33
MIDWEST TAPE LLC	120319	8/21/2025	LIBRARY	BPO - LIB - ADULT DVD ORDERS	\$246.69
MIKE'S MECHANICAL SERVICE LLC	120320	8/21/2025	PARKSFAC	FAC - MIKE'S MECHANICAL - FS 1 UNIT	\$205.31
MISC CUSTOMER REFUND	120238	8/14/2025	CEMETERY	CEMETERY BUY BACK	\$860.00
	120239	8/14/2025	WATER	UB 1003010952 1610 3RD	\$119.61
	120240	8/14/2025	SANITATION	UB 2000246662 2013 POWERS	\$30.42
	120241	8/14/2025	UNDEFINED	PUBLIC RECORDS REQUEST 25-1186 REFUND	\$69.99
	120242	8/14/2025	STMWTR	UB 1900550515 916 GRELLE	\$35.99
	120243	8/14/2025	ECONDEV	CD-CDBG-MICROENTERPRISE LOCAL MEDIA ADS	\$157.00



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Vendor Name	Ck#	Ck Date	Department	Description	Total
MISC CUSTOMER REFUND	120263	8/21/2025	WATER	UB 0502008982 1527 13TH	\$555.08
	120264	8/21/2025	WATER	UB 0812026344 1114 11TH	\$209.43
	120265	8/21/2025	RECREATION	CLARKSTON EPIC SEAPORT RIVER RUN BENEFICIARY	\$2,800.00
	120266	8/21/2025	UNDEFINED	E. MOSES PUBLIC RECORD REQUEST 25-1266 REFUND	\$191.20
	120267	8/21/2025	RECREATION	ELISSA SILBER DANCE CANCELLED	\$30.00
	120268	8/21/2025	WATER	UB 0402003603 1605 18TH	\$118.58
	120269	8/21/2025	RECREATION	SPONSORSHIPS GIVEN OUT THROUGH JAM SOFTBALL CLINIC	\$2,000.00
	120270	8/21/2025	RECREATION	CAN NO LONGER PARTICIPATE IN YOUTH BASKETBALL	\$40.00
	120271	8/21/2025	RECREATION	WASFI REFUND MOVIE NIGHT CANCELLED	\$35.00
MOTION AUTO SUPPLY	400585	8/14/2025	FLTMAINT	BPO/ REPAIR PARTS & SUPPLIES	\$45.89
NAPA AUTO PARTS	120245	8/14/2025	FLTMAINT	BPO - FLEET - REPAIR PARTS & SUPPLIES	\$14.52
	120321	8/21/2025	CEMETERY	CEM - NAPA - BELTS FOR EDGER	\$14.14
			FLTMAINT	BPO - FLEET - REPAIR PARTS & SUPPLIES	\$47.10
			FLTMAINT	BPO - FLEET - REPAIR PARTS & SUPPLIES	\$184.47
			WATER	PW-WD-BPO PARTS; FLUIDS; TOOLS AND CONSUMABLE MAI	\$8.86
NATIONWIDE RETIREMENT	3107	8/21/2025	ADMSVC	Payroll Run 1 - Warrant 082125	\$16,613.81
NATIONWIDE-RESERVE	3110	8/21/2025	ADMSVC	Payroll Run 1 - Warrant 082125	\$2,406.28
NEZ PERCE COUNTY SHERIFF	120273	8/21/2025	ADMSVC	Payroll Run 1 - Warrant 082125	\$684.11
NORCO INC	400586	8/14/2025	FIRE	BPO FIRE - NORCO - MEDICAL OXYGEN/SUPPLIES	\$493.21
	400612	8/21/2025	FIRE	BPO FIRE - NORCO - MEDICAL OXYGEN/SUPPLIES	\$218.58
			TRNSPN	BPO - ST/TR - OPERATING SUPPLIES	\$150.00
				BPO - ST/TR - PERSONAL PROTECTIVE EQUIPMENT	\$63.20
NORTH 40 OUTFITTERS	120322	8/21/2025	PARKSFAC	BPO - PARKS - NORTH 40 MISC SUPPLIES	\$12.99
			STMWTR	PW-STORM-BPO MISC MAINT SUPPLIES	\$55.95
			TRNSPN	BPO - ST/TR - OPERATING SUPPLIES	\$42.97
				PW - ST - SAFETY SHOES: RAY EDMONDSON	\$149.99
			WATER	PW-WD-BPO OPERATING SUPPLIES	\$54.64
				PW-WD-SAFETY SHOES; B GARZA	\$175.00



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Vendor Name	Ck#	Ck Date	Department	Description	Total
NORTH 40 OUTFITTERS	12032 2	8/21/2025	WATER	PW-WTP-BPO OPERATING SUPPLIES	\$18.98
			WSTWTR	PW-WWCOLL-BPO OPERATING SUPPLIES	\$72.31
				PW-WWC-SAFETY SHOES; G WOOD	\$175.00
				PW-WW-PANTS; N SMITH & K EVANS (2 PRS EACH)	\$194.98
NORTHWEST ENGRAVING	12032 3	8/21/2025	COMDEV	CD-PZC APPRECIATION PLAQUE FOR BRANSON & KELLY	\$71.00
ODP BUSINESS SOLUTIONS LLC	12032 5	8/21/2025	LIBRARY	BPO - LIB - OFFICE SUPPLIES	\$81.24
OMEGA RAIL MANAGEMENT INC	12032 6	8/21/2025	WATER	PW-WTR-RAILROAD LEASES	\$1,812.80
O'REILLY AUTO PARTS	12032 4	8/21/2025	FLTMAINT	BPO/ FLEET REPAIR PARTS	\$61.62
OXARC	12032 7	8/21/2025	FIRE	BPO FIRE - OXARC - CYLINDER RENTAL	\$24.14
			WATER	PW-WD- BPO SAFETY SUPPLIES	\$71.72
				PW-WTP-BPO-CALCIUM THIOSULFATE FOR WATER TREATMENT	\$1,743.45
PAPE MACHINERY INC	12032 8	8/21/2025	FLTMAINT	BPO/ FLEET REPAIR PARTS	\$505.83
PATRICIO RAY ESPARSEN	12023 2	8/14/2025	LIBRARY	LIB - TEACHING FEES FOR ADULT CLASSES	\$2,321.73
PERSI	3108	8/21/2025	ADMSVC	Payroll Run 1 - Warrant 082125	\$190,883.75
PRINTCRAFT PRINTING	40061 3	8/21/2025	COMDEV	BPO-CD-ENVELOPES, LETTERHEAD, PAPER, BUS CARDS	\$1,905.00
			POLICE	PD-CODE VIOLATION DOOR HANGERS FOR WILLEY	\$225.00
			STMWTR	PW - CAPITAL PROJECT H-STAKE SIGNS	\$225.00
				PW - STMW - CAPITAL PROJECTS BANNER	\$75.00
			TRNSPN	PW - CAPITAL PROJECT H-STAKE SIGNS	\$300.00
			WATER	PW - CAPITAL PROJECT H-STAKE SIGNS	\$75.00
			WSTWTR	PW - CAPITAL PROJECT H-STAKE SIGNS	\$150.00
PSYCHOLOGICAL DIMENSIONS LLC	40061 4	8/21/2025	POLICE	PD-EMPLOYMENT PSYCHOLOGICAL EVAL-BLOOMSBURG, THOMA	\$650.00
RELIANCE STANDARD LIFE INSURANCE COMPANY	12027 4	8/21/2025	ADMSVC	Payroll Run 1 - Warrant 082125	\$8,921.76
RICOH USA INC	12032 9	8/21/2025	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



Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
RICOH USA INC	120330	8/21/2025	LIBRARY	BPO - LIB - COPY FEES	\$814.29
			POLICE	BPO PD DISPATCH COPY FEES	\$107.86
			TRANSITOP	TRANSIT BPO COPIER (RICOH IM C3500) COPIES	\$44.49
SANITARY DISPOSAL INC DBA SUNSHINE DISPOSAL & RECYCLING	400617	8/21/2025	SANITATION	BPO - PW - FY25 EXTRA YW & RECY CURBSIDE CARTS	\$1,756.80
				BPO - PW - FY25 PROCESSING SINGLE STREAM RECY	\$13,298.60
				BPO - TS - FY25 CARDBOARD	\$105.00
				BPO - TS - FY25 TONNAGE HAUL	\$28,076.01
SCADACORE INC	120331	8/21/2025	WATER	BPO-PW-WTP-SCADACORE MONTHLY SUBSCRIPTION	\$400.00
			WSTWTR	BPO-PW-WWA-SCADACORE MONTHLY SUBSCRIPTION	\$860.00
SITEONE LANDSCAPE SUPPLY LLC	400615	8/21/2025	PARKSFAC	PKS - SITEONE - DECODERS	\$137.06
SPARKLIGHT	400616	8/21/2025	STMWTR	BPO - PW DEPT - SURVEY STATION COST SHARE	\$32.96
			TRNSPN	BPO - PW DEPT - SURVEY STATION COST SHARE	\$32.96
			WATER	BPO - PW DEPT - SURVEY STATION COST SHARE	\$32.97
			WSTWTR	BPO - PW DEPT - SURVEY STATION COST SHARE	\$32.96
SPLASH CARWASH & DETAILING	120246	8/14/2025	FLTMAINT	BPO - CAR WASHES FOR FLEET	\$66.00
	120334	8/21/2025	POLICE	BPO PD CAR WASH	\$1,209.00
STERLING BATTERY COMPANY	120335	8/21/2025	FLTMAINT	BPO - FLEET VEHICLE BATTERIES	\$1,424.89
TAMMI L SMITH DBA THE COUNTRY STITCH	120287	8/21/2025	POLICE	BPO PD UNIFORM ALTERATIONS FOR PATROL	\$84.00
THATCHER COMPANY INC	120337	8/21/2025	WATER	BPO-PW-WTP-CITRIC ACID FOR WATER TREATMENT	\$15,179.52
THE HOME DEPOT PRO	120336	8/21/2025	PARKSFAC	FAC - HD SUPPLY - CUSTODIAL SUPPLIES	\$1,174.68
TITAN TECHNOLOGIES INC	120338	8/21/2025	WSTWTR	IFB-24-001 WW060 2023 WW IMPROVEMENT PROJECT	\$411,797.90
TK ELEVATOR CORPORATION	120339	8/21/2025	PARKSFAC	BPO - QUARTERLY BILLING FOR TK ELEVATOR SERVICES	\$2,479.64
T-MOBILE	2975	8/14/2025	INFOSYSTMS	IPHONE UPGRADE FOR LISA MYERS	\$269.99
	2976	8/14/2025	INFOSYSTMS	BPO - T-MOBILE LINES MONTHLY BILL	\$393.66
	2977	8/14/2025	INFOSYSTMS	IPHONE UPGRADE FOR DUSTIN SPOONER	(\$509.35)
	2978	8/14/2025	COMDEV	BPO-CD-PHONE SERVICE FOR CELL PHONES & TABLETS	\$230.21
	2979	8/14/2025	LEGISLATIV	BPO COUNCIL: MONTHLY TMOBILE CHARGES	\$125.15
	2980	8/14/2025	EXECUTIVE	EXEC BPO: TMOBILE CHARGES FOR CLERK CITY PHONE	\$33.91



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Vendor Name	Ck#	Ck Date	Department	Description	Total
T-MOBILE	2981	8/14/2025	EXECUTIVE	BPO-PIO-MONTHLY PHONE BILL	\$44.55
	2982	8/14/2025	FLTMAINT	BPO/ FLEET T-MOBILE MONTHLY BILL	\$30.03
	2983	8/14/2025	WATER	PW-WTR-BPO MOBILE/TABLET MONTHLY CHARGES	\$625.95
	2984	8/14/2025	FIRE	BPO FIRE - T-MOBILE - MONTHLY CELL PHONE CHARGES	\$309.08
	2985	8/14/2025	PARKSFAC	BPO PARKS CELL PHONE CHARGES	\$254.23
	2986	8/14/2025	PARKSFAC	BPO FACILITIES CELL PHONE CHARGES	\$101.73
	2987	8/14/2025	PARKSFAC	BPO REC ADMIN CELL PHONE CHARGES	\$134.93
	2988	8/14/2025	POLICE	BPO PD DEPARTMENT CELL PHONE CHARGES	\$355.80
	2989	8/14/2025	LIBRARY	BPO - LIB - MONTHLY CELL AND DATA CHARGES	\$237.49
	2990	8/14/2025	SANITATION	BPO - TS - MOBILE MONTHLY BILL: R BROWN	\$33.91
	2991	8/14/2025	TRNSPN	BPO - ST - MOBILE MONTHLY BILL: J MILLER	\$33.91
	2992	8/14/2025	COMDEV	BPO-CD-PHONE SERVICE FOR CELL PHONES & TABLETS	\$7.60
	2993	8/14/2025	WSTWTR	PW-WW-BPO MOBILE/TABLET MONTHLY CHARGES	\$170.81
	2994	8/14/2025	HR	BPO - DATA SERVICE FOR HR DEPARTMENT	\$16.60
	2995	8/14/2025	TRNSPN	BPO - ENG - MOBILE/TABLET MONTHLY CHARGES	\$96.51
	2996	8/14/2025	TRNSPN	BPO - ENG - MOBILE/TABLET MONTHLY CHARGES	\$73.23
	2997	8/14/2025	TRNSPN	BPO - ENG - MOBILE/TABLET MONTHLY CHARGES	\$33.20
	2998	8/14/2025	STMWTR	BPO - STMW - MOBILE/TABLET MONTHLY CHARGES	\$45.38
TRAFFIC SAFETY SUPPLY CO INC	40061 8	8/21/2025	TRNSPN	PW-ST-S-BANDING, BUCKLES, SHEETING AND VINYL	\$385.76
				PW-ST-S-SPEED BUMP FOR TO TASK 200643	\$1,190.06
TRAVELERS	12034 0	8/21/2025	INSTRUST	TRAVELERS DEDUCTIBLE FOR VARRELMAN	\$1,517.00
TRIBUNE PUBLISHING CO	40061 9	8/21/2025	ECONDEV	CD-CDBG-PUBLICATION REQUEST- NOTICE OF FINDING OF	\$282.08
			LIBRARY	LIB - LEWISTON TRIBUNE SUBSCRIPTION	\$358.80
				LIB - MOSCOW/PULLMAN DAILY NEWS RENEWAL	\$372.00
TRI-STATE HEALTH SERVICES	12034 1	8/21/2025	TRANSITOP	TRANSIT BPO DRIVER DOT PHYSICAL FEES	\$150.00
UNIFORMS2GEAR INC	40062 1	8/21/2025	POLICE	BPO PD UNIFORMS/ADMINISTRATION	\$141.05
				BPO PD UNIFORMS/NEW HIRE	\$66.79



Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
UNITED RENTALS (NORTH AMERICA), INC.	12034 3	8/21/2025	SANITATION	PW-TS-MINI-EX RENTAL	\$1,955.52
URM STORES INC	40062 2	8/21/2025	RECREATION	BPO - SENIOR NUTRITION - DAILY FOOD PURCHASES	\$534.72
			WSTWTR	PW-WWTP-BPO OPERATING/BREAKROOM/CLEANIN G SUPPLIES	\$14.97
US FOODS - SPOKANE	12034 4	8/21/2025	RECREATION	BPO FOOD SUPPLY FOR SENIOR MEAL PROGRAM	\$2,491.91
VALLEY WASTE DISPOSAL LLC	12034 5	8/21/2025	PARKSFAC	PKS - VALLEY WASTE - CITY PARKS	\$917.51
			SANITATION	BPO - PW - FY25 NON-MUNICIPAL SW DISPOSAL	\$6,845.83
WASHINGTON STATE SUPPORT REGISTRY	12027 5	8/21/2025	ADMSVC	Payroll Run 1 - Warrant 082125	\$535.16
WELCH COMER & ASSOCIATES INC	40058 7	8/14/2025	CAPITAL PROJECTS	MJ024-RFQ-24-009 MAIN ST CORRIDOR DESIGN	\$3,616.25
WELLS FARGO & COMPANY	3019	8/21/2025	FIRE	FIRE - COSTCO - PT EQUIP	\$1,483.99
	3020	8/21/2025	FLTMAINT	TVS AND MOUNTS - SERVICE CENTER	\$1,983.65
	3022	8/21/2025	FIRE	FIRE - COSTCO - HELMET LIGHTS	\$130.03
	3024	8/21/2025	FIRE	BPO FIRE - COSTCO - STATION SUPPLIES	\$345.59
	3025	8/21/2025	FIRE	BPO FIRE - COSTCO - STATION SUPPLIES	(\$75.00)
	3026	8/21/2025	POLICE	PD-PLINKO BOARD FOR COMMUNITY TO WIN SWAG	\$75.87
	3027	8/21/2025	TRNSPN	TR098 STREET DIV SECURITY UPGRADES: TV & MOUNT	\$476.94
	3028	8/21/2025	TRANSITOP	TRANSIT BPO OFFICE/CLEANING SUPPLIES	\$187.95
	3029	8/21/2025	WATER	PW-WD-BPO OPERATING SUPPLIES	\$149.00
	3030	8/21/2025	SANITATION	BPO - TS - BREAKROOM SUPPLIES	\$64.00
	3031	8/21/2025	WSTWTR	PW-WWTP-BPO OPERATING SUPPLIES	\$266.00
	3032	8/21/2025	WSTWTR	PW-WWCOLL-BPO OPERATING SUPPLIES	\$409.41
	3033	8/21/2025	TRNSPN	BPO - PW OFFICE - BREAKROOM SUPPLIES	\$56.50
WELLS ONE-COMMUNITY DEVELOPMENT DEPT DBA WELLS FARGO BANK	3082	8/21/2025	COMDEV	CD - 2021 IBC CODE COMMENTARY & 2021 AIC 318 CONC	\$504.50
	3083	8/21/2025	COMDEV	VALLEY VISION REFUND	(\$60.00)
WELLS ONE-EXECUTIVE DEPT DBA WELLS FARGO BANK	3080	8/21/2025	LEGISLATIV	VALLEY VISION: CITY TABLE FOR 7/29 ANNUAL EVENT	\$500.00
	3081	8/21/2025	LEGISLATIV	VALLEY VISION: CITY TABLE FOR 7/29 ANNUAL EVENT	(\$60.00)
WELLS ONE-FINANCE DEPT DBA WELLS FARGO BANK	3015	8/21/2025	FINANCE	BPO-FIN-TREASURES TRUST INTUIT QUICKBOOKS	\$35.00
	3016	8/21/2025	FINANCE	BPO - FIN - URA INTUIT QUICKBOOKS SUBSCRIPTION	\$38.00



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Vendor Name	Ck#	Ck Date	Department	Description	Total
WELLS ONE-FIRE DEPT DBA WELLS FARGO BANK	3070	8/21/2025	FIRE	FIRE - WOLF TACTICAL - PT EQUIP	\$117.82
	3071	8/21/2025	FIRE	FIRE - AWOGS - SCBA FACE IDENTIFIERS	\$104.00
	3072	8/21/2025	FIRE	FIRE - WALMART - COOLER	\$138.00
	3073	8/21/2025	FIRE	BPO FIRE - QUICKBOOKS - AMBULANCE BILLING	\$235.00
	3074	8/21/2025	FIRE	WEIGHT VEST PLATE REFUND	(\$95.39)
	3075	8/21/2025	FIRE	FIRE - AFAA - MEMBERSHIP RENEWAL	\$25.00
	3076	8/21/2025	FIRE	FIRE - AFAA - MEMBERSHIP RENEWAL	\$25.00
	3077	8/21/2025	FIRE	FIRE - AFAA - MEMBERSHIP RENEWAL	\$25.00
	3078	8/21/2025	FIRE	FIRE - APPLIED HOME HEALTHCARE - WASHERS	\$204.56
	3079	8/21/2025	FIRE	FIRE - LIVE ACTION SAFETY - HELMET	\$247.73
	3084	8/21/2025	FIRE	FIRE - HOME DEPOT - PREVENTION TOOLS	\$913.00
WELLS ONE-HR/RISK DEPT DBA WELLS FARGO BANK	3034	8/21/2025	HR	SOCIETY FOR HUMAN RESOURCES MANAGEMENT (SHRM) ANNU	\$299.00
	3090	8/21/2025	HR	BPO - FACEBOOK JOB ADVERTISEMENTS	\$309.70
WELLS ONE-INFO SYS/SEC DEPT DBA WELLS FARGO BANK	3005	8/21/2025	INFOSYSTMS	INTRANET CUSTOM PROGRAMMING AND SUPPORT	\$35.00
	3006	8/21/2025	INFOSYSTMS	INTRANET CUSTOM PROGRAMMING AND SUPPORT	\$52.50
	3007	8/21/2025	WATER	PW-WW-W-UI MOBILITY VPN 3-YR \$50 PER DEVICE	\$32.66
			WSTWTR	PW-WW-W-UI MOBILITY VPN 3-YR \$50 PER DEVICE	\$16.34
	3008	8/21/2025	INFOSYSTMS	CHATGPT LICENSES	\$111.17
	3009	8/21/2025	WATER	PW-WW-W-UI MOBILITY VPN 3-YR \$50 PER DEVICE	\$32.66
			WSTWTR	PW-WW-W-UI MOBILITY VPN 3-YR \$50 PER DEVICE	\$16.34
	3010	8/21/2025	WSTWTR	WW098 WWC SECURITY DOOR LOCKS	\$853.58
	3011	8/21/2025	INFOSYSTMS	ASSET TRACKING DEVICES AND SUPPORT	\$101.94
	3085	8/21/2025	INFOSYSTMS	BPO - NETWORK/SECURITY HARDWARE	\$1,859.00
	3086	8/21/2025	INFOSYSTMS	BPO - UNIFI IDENTITY LICENSES	\$58.00
	3087	8/21/2025	INFOSYSTMS	BPO - UNIFI IDENTITY LICENSES	\$29.00
	3088	8/21/2025	INFOSYSTMS	BPO - UNIFI IDENTITY LICENSES	\$1,440.56
	3089	8/21/2025	INFOSYSTMS	BPO - NETWORK/SECURITY HARDWARE	\$219.00
WELLS ONE-LEGAL DEPT DBA WELLS FARGO BANK	3018	8/21/2025	LEGAL	IMLA; AFFORD HOUS WEBINAR; TENGONO; 7/1/25	\$50.47



Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
WELLS ONE-LIBRARY DEPT DBA WELLS FARGO BANK	3001	8/21/2025	LIBRARY	3D FILAMENT ORDER AND EQUIPMENT	\$135.99
	3002	8/21/2025	LIBRARY	LIB - LIBRARY JOURNAL	\$179.99
	3003	8/21/2025	LIBRARY	IDAHO STATESMAN SUBSCRIPTION	\$650.44
	3004	8/21/2025	LIBRARY	LIB - FISHING EQUIPMENT SUPPLIES	\$41.87
WELLS ONE-PARKS & REC DEPT DBA WELLS FARGO BANK	3092	8/21/2025	PARKSFAC	PARKS - STAPLES - OFFICE SUPPLIES	\$380.47
	3093	8/21/2025	RECREATION	BPO - REC - APPLE - CC PURCHASE FOR MOVI	\$5.99
	3094	8/21/2025	PARKSFAC	POOLS - BPO - AMERICAN RED CRSS - LIFEGUARD CERTS	\$282.00
	3095	8/21/2025	PARKSFAC	PRK ADMIN - NRPA -- ANNUAL ORGANIZATION DUES	\$700.00
	3096	8/21/2025	PARKSFAC	PARKS - STAPLES - IPAD CASE AND SCREEN	\$69.98
	3097	8/21/2025	RECREATION	BPO - REC - APPLE - CC PURCHASE FOR MOVI	\$5.99
	3098	8/21/2025	RECREATION	RECREATION - WALMART - WATER DAY SUPPLIES	\$49.06
	3099	8/21/2025	RECREATION	RECREATION - WALMART/BIG5- REC MOBILE SUPPLIES	\$79.45
	3100	8/21/2025	RECREATION	RECREATION - WALMART/BIG5- REC MOBILE SUPPLIES	\$649.99
	3102	8/21/2025	PARKSFAC	P/R ADMIN - NRPA DUES - DAMIAN/KAITLYN	\$275.00
	3103	8/21/2025	PARKSFAC	P/R ADMIN - NRPA DUES - DAMIAN/KAITLYN	\$625.00
	3104	8/21/2025	RECREATION	BPO - REC - APPLE - CC PURCHASE FOR MOVI	\$3.99
	3105	8/21/2025	RECREATION	RECREATION - HOBBY LOBBY - ART SUPPLIES	\$3.17
	3106	8/21/2025	PARKSFAC	TRAVEL-J GLENN-NRPA CONF	\$408.00
WELLS ONE-POLICE DEPT DBA WELLS FARGO BANK	3036	8/21/2025	POLICE	PD-REG-VANOVER-IDAHO POLICE K9 TRAINING SEMINAR	\$300.00
	3037	8/21/2025	POLICE	BPO PD FOOD FOR K9 ZIVA;CHEWY.COM	\$97.45
	3038	8/21/2025	POLICE	PD-REG-CRANE-HOSTAGE NEGOTIATIONS PHASE 1&2	(\$675.00)
	3039	8/21/2025	POLICE	BPO-PD-AUTOSHIP DOG FOOD FOR K9 QUINCY; CHEWY.COM	\$91.30
	3040	8/21/2025	POLICE	PD-APCO INTERNATIONAL PSAP MANAGER LISTING; APCO I	\$335.00
WELLS ONE-PRIDE DBA WELLS FARGO BANK	3012	8/21/2025	HR	BPO-EMPLOYEE APPRECIATION FOOD, SUPPLIES, GIFTS, &	\$47.85
	3013	8/21/2025	HR	BPO-EMPLOYEE APPRECIATION FOOD, SUPPLIES, GIFTS, &	\$85.78
	3014	8/21/2025	HR	BPO-EMPLOYEE APPRECIATION FOOD, SUPPLIES, GIFTS, &	\$20.11
WELLS ONE-PUBLIC WORKS DEPT DBA WELLS FARGO BANK	3050	8/21/2025	TRNSPN	PW - ENG - EGEORGE: SCREEN PROTECTOR & CHARGER	\$109.46



Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
WELLS ONE-PUBLIC WORKS DEPT DBA WELLS FARGO BANK	3051	8/21/2025	TRNSPN	PW - ENG - EGEORGE: SCREEN PROTECTOR & CHARGER	(\$29.99)
	3053	8/21/2025	TRNSPN	PW - ENG - EGEORGE: SCREEN PROTECTOR & CHARGER	\$29.99
	3054	8/21/2025	WATER	BPO-PW-W-WW-MONTHLY CHARGES; SIPTRUNK	\$34.30
			WSTWTR	BPO-PW-W-WW-MONTHLY CHARGES; SIPTRUNK	\$68.58
	3055	8/21/2025	WATER	PW-WD-HYDRANT TAGS (20) XPRESSTAGS.COM	\$194.40
	3056	8/21/2025	WATER	PW-WTP-DOPL LICENSE UPGRADE; DHENRIKSEN; OIT TO 1	\$25.00
	3057	8/21/2025	WSTWTR	PW-WWTP-DOPL LICENSE APPLICATION; EWILPONEN OIT	\$55.00
	3058	8/21/2025	WSTWTR	PW-WWTP-DOORKING INC; MONTHLY SUBSCRIPTION	\$43.95
	3059	8/21/2025	WATER	PW-WD-DOPL RENEWALS; KWASSMUTH; BAT, WD AND WWC	\$130.00
	3060	8/21/2025	WSTWTR	PW-WWTP-DOPL EXAM; WWT4-B GRIESER 8/5/25 RETEST	\$106.00
	3061	8/21/2025	WATER	PW-WD-B GARZA-SUNCOASTING ONLINE CEUS ON DEMAND	\$150.00
	3063	8/21/2025	STMWTR	TRAVEL - WIEMER & KAUFMAN - PNCWA 2025 CONFERENCE	\$1,705.20
	3064	8/21/2025	WSTWTR	PW-WWA-DOPL RENEWALS; N SMITH; WWC2 AND WWT4	\$60.00
	3065	8/21/2025	WATER	PW-WD-DOPL EXAM; DISTRIB 3; K WASSMUTH 8/12/25	\$106.00
	3066	8/21/2025	TRNSPN	REG - KELLEY - INNOVATIVE SIGNAL PROG. TECH.	\$79.00
	3067	8/21/2025	WATER	PW-WD-DOPL RENEWALS; BGARZA; BAT AND WD	\$60.00
	3069	8/21/2025	WATER	PW-WTP-SAFETY BOOTS; M SHEARS	\$185.45
	3091	8/21/2025	WSTWTR	PW-WWA-COLLECTIONS III/IV PREP EXAM; N SMITH	\$499.00
WELLS ONE-SERVICE CENTER DEPT DBA WELLS FARGO BANK	3047	8/21/2025	FLTMAINT	REPL BACKUP MONITOR FOR #708 BUS	\$179.99
	3048	8/21/2025	FLTMAINT	BPO/ FLEET SHOP SUPPLIES FROM HARBOR FREIGHT	\$139.98
	3049	8/21/2025	FLTMAINT	BPO/ FLEET SHOP SUPPLIES FROM HARBOR FREIGHT	\$19.99
WELLS ONE-TRANSIT DEPT DBA WELLS FARGO BANK	3041	8/21/2025	TRANSITOP	REG-RANDY BROWN-TRB: RETHINKING PUBLIC TRANSIT	\$100.00
	3042	8/21/2025	TRANSITOP	TRANSIT Q STRAINT SEATBELT EXTENTION	\$180.00
	3043	8/21/2025	TRANSITOP	BPO: TRANSIT UNIFORMS/SAFETY CLOTHING	\$158.03
	3044	8/21/2025	TRANSITOP	BPO: TRANSIT UNIFORMS/SAFETY CLOTHING	\$253.25
	3045	8/21/2025	TRANSITOP	BPO: TRANSIT UNIFORMS/SAFETY CLOTHING	\$253.25



Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
WELLS ONE-TRANSIT DEPT DBA WELLS FARGO BANK	3046	8/21/2025	TRANSITOP	TRANSIT PHOTOGRAPHY FOR WEBSITE UPDATE & STAFF	\$825.00
	3068	8/21/2025	TRANSITOP	TRANSIT-REG-SUPERVISOR-DOT/TSI SUPERVISOR COURSE	(\$70.00)
WESTERN EQUIPMENT	12034 2	8/21/2025	FLTMAINT	BPO - FLEET - REPAIR PARTS	\$549.75
WESTERN STATES EQUIPMENT	12034 6	8/21/2025	WSTWTR	PW-WWTP-BPO CALLOUTS FOR MISC ISSUES; GENERATORS	\$3,862.41
WEX BANK	12034 7	8/21/2025	POLICE	BPO PD FUEL FOR UNMARKED DEPARTMENT VEHICLES	\$562.68
WITMER PUBLIC SAFETY GROUP INC	40062 3	8/21/2025	FIRE	FIRE - WITMER - HOSE STRAP	\$159.55
ZIEGLER BUILDING CENTER	12034 8	8/21/2025	TRNSPN	BPO - ST/TR - OPERATING/CONSTRUCTION SUPPLIES	\$205.71
			WATER	PW-WD-BPO OPERATING/CONSTRUCTION SUPPLIES	\$104.80
Total					\$3,564,062.39



CITY COUNCIL MEETING AGENDA ITEM SUMMARY

ITEM TITLE RESOLUTION 2025-44	AGENDA NO. VII. A. AGENDA DATE: September 8, 2025
ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.) The Personnel Policy is reviewed annually for any needed changes or updates. Human Resources has worked with the city's leadership team to evaluate the policies and suggest the redlined edits. Some of the most substantive changes are: 1. Creating section 201 Workplace investigations; 2. Changes to the Standby and Call Out policy, section 516; 3. Modifications to family members for which employees receive bereavement pay, section 609; 4. Allowing Department Directors to approve up to 3 days of Administrative Leave, section 611; 5. Moving around chapters 8 through 11, so the order makes more sense; 6. Allowing supervisors to discipline up to a certain point before it is at the direction of the Department Director, section 803; 7. Deletion of sections 1501 Recycling At City Facilities and 1505 Business Expense Reimbursement This list is not all-inclusive, and the City Councilors should review the supplied document for all the redlined edits. The glossary, spacing, page numbers, or any referenced sections throughout will be corrected after approval and edits can be accepted.	
BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources) No budget impacts are foreseeable.	
ACTION PROPOSED Approval of the updated Personnel Policy changes effective September 8, 2025.	

RESOLUTION 2025-44

A RESOLUTION APPROVING A REVISED CITY OF LEWISTON PERSONNEL POLICY

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

SECTION 1: The revised City of Lewiston Personnel Policy is hereby approved. A copy of said Personnel Policy is attached hereto as Exhibit A and incorporated herein. Such Personnel Policy supersedes the City of Lewiston Personnel Policy approved through Resolution 2024-24 in its entirety.

SECTION 2: The revised Personnel Policy shall be placed on the City's website.

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 Brocke, City Clerk

City of Lewiston, Idaho

PERSONNEL POLICY

Effective ~~June 10, 2024~~ ~~September 8~~MONTH XX, 2025



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CITY OF LEWISTON PERSONNEL POLICY

This Policy sets forth the personnel policies and procedures of the City of Lewiston. This Policy is designed to familiarize City employees with such policies and procedures and to provide fair and equal treatment of City employees.

The official, up-to-date Personnel Policy is available on the City of Lewiston website at www.cityoflewiston.org. Questions about the Personnel Policy should be directed to the Human Resources Department.

All City employees are responsible for reading, understanding, and complying with the policies and procedures set forth in this Policy. Directors and supervisors, in particular, are expected to be familiar with the contents of this Policy in order to be able to answer questions and apply the appropriate policies and procedures as personnel issues arise.

The City reserves the right to modify the policies and procedures set forth in this Policy at any time, without prior notice to or consent from City employees. Employees are responsible for knowing about and understanding those changes once they have been disseminated. The City also reserves the right to interpret the provisions of this Policy. Changes may be made at the sole discretion of the City Council.

Employees should not interpret anything in this Policy as creating a contract or guarantee of continued employment. All employees of the City are at-will, except as otherwise provided in a collective bargaining agreement and those positions appointed by City Council. Employees may resign or be discharged with or without cause and have no right to continued employment or employment benefits. This Policy is not a contract of employment and is not intended to specify the duration of employment or limit the reasons for which an employee may be discharged. All provisions of this Policy shall be interpreted in a manner consistent with this paragraph. In addition, this Policy is not intended to cover all possible situations that may arise in an employee's relationship with the City. Any examples set forth in this Policy are for illustrative purposes only and are not intended to be all inclusive.

Many matters covered by this Policy, such as benefit plan descriptions, are also described in separate City documents. Such documents are always controlling over any statement made in this Policy or by any member of management.

The City is a political subdivision of the State of Idaho, though it is not a part of the State government. The City Council serves as the governing body of the City and is the general policymaker for the City. The Mayor has the primary authority to establish terms and conditions of employment with the City. Pursuant to Idaho Code § 50-204 and subject to Idaho Code § 50-205 (Refusal to Confirm Appointments – Vacancies) and § 50-206 (Removal of Appointive Officers), as amended from time-to-time, the Mayor appoints and removes the City Clerk, City Treasurer, City Attorney, and such other officers designated by City ordinance. The Mayor has superintending control of all other City employees, unless otherwise provided by State or local law (such as the Library Director) or City policy. Pursuant to Idaho Code §§ 33-2607 and 33-2608, the Library Board of Trustees hires, supervises, and removes the Library Director; provided, however, prior to removing the Library Director, the Library Board of Trustees must confer with the Mayor, City Attorney, and Human Resources Director.

Each employee should recognize that although he/she may be directly supervised by a Director or supervisor, he/she remains an employee of the City and not of the person who supervises his/her work. The terms and conditions set forth in this Policy cannot be superseded by the Mayor, a Director, or a supervisor without the express written authorization of the City Council. Employees may, however, work for a department with an operational policy that provides additional direction to employees on expectations and procedures unique to

that department. This Policy is the property of the City, and it is intended for the personal use and reference by employees of the City.

Policy Revisions

The City reserves the right to make changes to this Policy and to any employment policy, practice, work rule, or benefit, at any time without prior notice. Any other change to this Policy or any employment policy, practice, work rule, or benefit is effective only if it is in writing, and is signed or authorized by the City Council. Except as otherwise provided in this Policy, no one has the authority to make any promise or commitment contrary to what is in this Policy.

This Policy replaces all earlier Policies and supersedes all prior inconsistent policies, practices, and procedures.

CHAPTER 1 - GENERAL

SECTION 101 SCOPE OF APPLICATION

It is in the best interest of the City of Lewiston, its citizens, and its employees that there be rules and regulations adopted by the City Council that promote full communication between the City, as the employer, and its employees. This policy is intended to provide policies promoting fairness and consistency in the treatment of employees and to articulate rules and standards intended to guide and measure performance. These policy statements are not intended to be an exclusive source of rules and regulations concerning employment. The Mayor and Department Directors are entitled to establish work standards and procedures necessary to implement these policies or to efficiently carry out the functions of their departments and general City operations, provided such standards do not diminish the benefits or protections granted to employees by City policy.

This policy shall apply to all offices, positions and employees in the service of the City except:

1. Elective offices.
2. Positions on appointive boards, commissions and committees.
3. Independent Contractors

However, in the event of any conflict between this policy and a collective bargaining agreement or an employment contract, the collective bargaining agreement or employment contract shall control.

SECTION 102 EQUAL EMPLOYMENT OPPORTUNITY

It is the City's policy to provide equal employment opportunity for all applicants and employees. The City does not unlawfully discriminate on the basis of actual or perceived race, color, religion, religious creed (including religious dress and religious grooming practices), sex (including pregnancy, perceived pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity (including transgender identity, status and transitioning), gender expression and sex stereotyping, national origin, ancestry, citizenship, age, physical or mental disability, legally protected medical condition or information (including genetic information), family care or medical leave status, military caregiver status, military status, veteran status, marital status, domestic partner status, sexual orientation, status as a victim of domestic violence, sexual assault or stalking, enrollment in a public assistance program, engaging in protected communications regarding employee wages, requesting a reasonable accommodation on the basis of disability or bona fide religious belief or practice, or any other basis protected by local, state, or federal laws. Consistent with the law, the City also makes reasonable accommodations for disabled applicants and employees; for pregnant employees who request an accommodation with the advice of their health care providers, for pregnancy,

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childbirth, or related medical conditions; for employees who are victims of domestic violence, sexual assault, or stalking; and for applicants and employees based on their religious beliefs and practices.

The City will endeavor to accommodate the sincere religious beliefs of its employees to the extent such accommodation does not pose an undue hardship on the City's operations. If employees wish to request such an accommodation, they should contact the Human Resources Department.

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The City prohibits sexual harassment and the harassment of any individual on any of the other bases listed above. For information about the types of conduct that constitute impermissible harassment and the City's internal procedures for addressing complaints of harassment, and the legal remedies available through and complaint procedures of the appropriate state and federal agencies and directions on how to contact these agencies, please refer to the City's Policy Against Harassment, Discrimination, and Retaliation. .

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This policy applies to all areas of employment including recruitment, hiring, training, promotion, compensation, benefits, transfer, disciplinary action, and social and recreational programs. It is the responsibility of every manager and employee to conscientiously follow this policy. Any employee having any questions regarding this policy should discuss them with the Human Resources Department.

SECTION 103 OPEN COMMUNICATION AND NON-DISCRIMINATION

At the City of Lewiston, we believe that communication is at the heart of good employee relations. Employees should share their concerns, seek information, provide input, and resolve work-related issues by discussing them with their supervisor until they are fully resolved. It may not be possible to achieve the result an employee wants, but the supervisor needs to attempt to explain in each case why a certain course of action is preferred. If an issue cannot be resolved at this level, the employee should discuss the issue with the Division Manager then, if needed, with the Department Director. If the employee's concern cannot be resolved with the Supervisor, Manager, or Department Director, then the employee may discuss such concern with the Human Resources Director. If the employee's concerns cannot be resolved or the issue relates to something or someone related to Human Resources, the employee may discuss such concerns with the Mayor.

Regardless of the situation, the employee should be able to openly discuss any work-related concerns without fear of retaliation. Directors, Managers, and Supervisors are expected to listen to employee concerns, encourage employees' input, and seek resolution to employees' concerns. Often this will require setting a meeting in the near future. Directors, Managers, and/or Supervisors are to set these meetings as quickly as possible, and employees are expected to understand that issues and concerns may not always be addressed at the moment they arise. Discussing these issues and concerns with management will help to find a mutually acceptable solution for nearly every situation.

If an employee has a concern about discrimination and/or harassment, the employee should follow the procedures set forth in the City's non-discrimination policy (section 203), below. The City is committed to the following:

1. Recruiting, hiring, training, and promoting persons in all job titles, without regard to actual or perceived race, color, national origin, ancestry, religion, creed, sex, age, marital or familial status, physical or mental disability, sexual orientation, gender identity/expression, or veteran's status, unless based on a bona fide occupational qualification.
2. Making employment decisions in a manner that furthers the principle of equal employment opportunity.
3. As opportunities for transfer, advancement, or promotion occur, including promotions into and within management, conducting periodic performance reviews and analysis of personnel records to

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ensure that all employees continue to receive equal considerations and that only valid requirements are imposed for these opportunities.

Any employee or applicant who believes that he/she has not been afforded treatment conforming to the policy of equal employment should contact the Human Resources Director.

SECTION 104 POWERS OF MAYOR

The Mayor is the chief administrative official of the City and has all powers as set forth in Idaho Code Title 50, Chapter 6, as amended from time-to-time. The Mayor may establish administrative rules, policies, and procedures as he/she deems necessary for the control and supervision of the affairs of the City, so long as such administrative rules, policies, and procedures are not in conflict with this Policy.

The Mayor has the authority to hire and terminate the employment of all City employees, unless otherwise provided by State or local law or City policy. The Mayor may delegate the authority to hire City employees to Department Directors.

The Mayor is authorized to issue additional administrative policies to supplement this Policy. Administrative policies are created when the City has identified a need to expand in explanation and/or procedure. They are in effect until either repealed or amended. Administrative Policies can be found on the City website and in the Human Resources Department. All new Administrative Policies are emailed to City employees and City Councilors through City emails when such policies become effective.

SECTION 105 COMPLIANCE WITH THIS POLICY

In accepting employment with the City of Lewiston, each employee agrees to be governed by and to comply with: (a) this Policy and all administrative rules, policies, and procedures established by the Mayor pursuant thereto; (b) any applicable collective bargaining agreement; and (c) all rules, regulations, and directives of the department in which the employee is works. -While performing their duties on behalf of the City, volunteers are expected to adhere to the same rules of conduct as City employees, as outlined in this Policy.

SECTION 106 DEPARTMENT RULES AND REGULATIONS

Department Directors may create rules and regulations that are more specific to their department's operation. Department rules and regulations should not conflict with this Policy or Administrative Policies.

SECTION 107 APPLICANTS AND EMPLOYEES WITH DISABILITIES

The City is committed to providing equal employment opportunities for all qualified individuals with disabilities in accordance with the federal Americans with Disabilities Act and applicable State disability laws. In accordance with these laws, ~~The~~ City strictly forbids all forms of unlawful discrimination, harassment, or retaliation against qualified applicants or employees with disabilities, and for pregnant employees who so request for pregnancy, childbirth, or related medical conditions, and requires reasonable accommodation if necessary for such individuals to perform the essential functions of their jobs safely and efficiently without undue hardship to ~~the~~ City and without serious risk to the health and safety of others.

Applicants and employees who require accommodation of any disability should inform ~~The~~ City of their needs. The City may have no way of knowing whether an individual requires an accommodation unless they bring it to the attention of ~~The~~ City.- The City will engage in an interactive conversation to determine if there is a reasonable accommodation that can be provided that will not cause ~~The~~ City undue hardship and will

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treat all such information as confidential to protect privacy rights under laws such as HIPAA, but some disclosure will be necessary to fulfill the purposes of this policy.

Employees who are made aware that an applicant or employee has a disability should presume that the information is confidential and discuss it only with upper management and Human Resources, unless the employee has disclosed or consented to further disclosure.

Discrimination, harassment, or retaliation against an individual because they are considered disabled or has been given accommodation for a disability is absolutely forbidden and grounds for immediate termination. Employees who believe they have been harassed in violation of this policy may file a complaint under the City's policy on Equal Employment Opportunity.

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CHAPTER 2 – CODE OF CONDUCT

Employees are expected to conduct themselves in a professional manner that is both civil and cooperative. City employees are public employees and therefore are exposed to additional public scrutiny in both their public and personal conduct. This Code of Conduct has been established to aid employees in understanding both expected and prohibited conduct. Violations of the Code of Conduct will be grounds for disciplinary action up to and including termination of employment. This list is illustrative and not intended to be all inclusive. Other behaviors and acts of misconduct not specifically detailed here may be grounds for disciplinary action as well.

SECTION 201 CONDUCT

EXPECTED CONDUCT

Each employee is expected to conduct himself/herself in a professional manner. In order to accomplish this, each employee must:

1. Be respectful, courteous and professional. Work cooperatively and constructively with fellow workers and members of the public.
2. Be prompt and regular in attendance at work for defined work schedules or other required employer functions, and follow procedures for exceptions to the normal schedules, including the scheduling and taking of vacation and sick leave.
3. Comply with dress standards established in the department for which the employee works. In the absence of any departmental dress standards, clothing will be appropriate for the functions performed and will present a suitable appearance to the public.
4. Abide by all departmental rules and direction of a supervisor whether written or oral. No employee will be required to follow the directive of a supervisor that violates the laws of the local jurisdiction, state or nation.
5. Maintain the confidential nature of records that are not open to the public in accordance with the direction of the responsible official.
6. Maintain a current appropriate driver's license when work for the City requires the employee to drive a vehicle as part of his/her responsibilities. Each such employee must report any state-imposed driving restrictions to his/her immediate supervisor and notify his/her supervisor if his/her driving abilities are impaired.
7. Follow all workplace safety rules whether established formally by the department or by outside agencies.
8. Report all accidents that occur or are observed on the job, or that involve City property, and cooperate as requested in the reconstruction of any such accident.

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9. Avoid conflicts of interests in appointments and working relationships with other employees, contractors and potential contractors in the City and related agencies.
10. Adhere to any code of ethics in the employee's profession, to the extent that such code of ethics does not conflict with the City's policies or regulations. If an employee believes a department rule or directive of a supervisor violates any code of ethics of the employee's profession, the employee may initiate the grievance process as outlined in the Grievance Procedure section of this policy.

PROHIBITED CONDUCT

Employees are required to refrain from behaviors that reflect adversely upon or harm the City, including:

1. Not initiate or participate, or encourage others, in acts or threats of violence, bullying, malicious gossip, spreading of rumors, or any other behavior designed to create discord and lack of harmony, or that willfully interferes with another employee's ability to do his/her job.
2. Not engage in abusive conduct or language, including profanity and loud, threatening or harassing speech, toward or in the presence of fellow employees or the public.
3. Not engage in conduct at or away from work that may reflect adversely upon the City or its officials or otherwise impair the employee's ability to perform.
4. Not engage in prolonged visiting with co-workers, children, friends or family members that interfere with work ~~in the department in which the employee serves.~~
5. Not use work time for personal business, including the selling of goods or services to the general public.
6. Not use phones or computers in the workplace in a manner that violates policy or that disrupts workplace productivity, including time spent on social media.
7. Not use work time or public premises to promote religious beliefs to members of the public or fellow employees.
8. Not have non-City employment, or serve on any board or commission, that conflicts with duties performed for the City in any meaningful way. Individual offices/departments may determine permissible examples of outside employment.
9. Not knowingly make any false report or complaint regarding behavior of others or participate in such report or complaint.
10. Not use any substances, lawful or unlawful, that will impair the employee's ability to competently perform his/her work or threaten the safety and well-being of other workers or the public. If the employee is prescribed a medication that may impair the employee's ability to safely do his/her job, the employee is required to provide a physician's note explaining the possible effects of the medication on the employee's ability to do his/her job and the length of the time that the employee will be required to take the medication. The employee may be required to take leave while taking the medication.
11. Not destroy, alter, falsify or steal the whole or any part of a police report or any record kept as part of the official governmental records of the City (I.C. §§ 18-3201 and 18-3202).
12. Not engage in political activities while on duty. This rule does not apply to Elected Officials.
13. Not provide false or misleading information on employment applications, job performance reports or any other related personnel documents or papers.
14. Not engage in conduct that violates the laws of the state of Idaho, including, but not limited to: I.C. 18-1301 *et seq.* (Bribery and Corruption), I.C. § 74-101 *et seq.* (Public Records Act), I.C. § 74-401 *et seq.* (Ethics in Government Act), I.C. § 74-501 *et seq.* (Prohibitions Against Contracts With Officers), and I.C. § 18-1359 (Using Public Position for Personal Gain).
15. Employees should be careful to avoid the appearance of impropriety, even if accepting a gift is legal under the acts cited above. Thus, employees should not accept a gift that, although may be legal, could create the appearance of impropriety or the impression that the giver was seeking favor. The Ethics in Government Act establishes a floor for conduct by public officials. It should not be read, interpreted, or analyzed in an attempt to find loopholes or technicalities by which an employee can take advantage of the City or their position. Even if contemplated conduct is not technically

prohibited by the Act, an employee's conduct may still be considered unethical, and an employee should avoid the appearance of impropriety.

16. Not engage in criminal conduct of any kind while on or off duty.
17. Not mishandle, improperly care or account for, or use city monies. Including the collection, receipting, depositing or recording of fees.

Obviously, not every type of misconduct can be listed. The City reserves the right to impose whatever discipline it chooses, or none at all, in a particular instance. The City will deal with each situation individually and nothing in this Policy should be construed as a promise of specific treatment in a given situation.

However, the City will endeavor to utilize progressive discipline. The observance of these rules will help to ensure that our workplace remains a safe and desirable place to work.

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JOB PERFORMANCE

Employees may be disciplined for poor job performance, including but not limited to the following:

1. Unsatisfactory work quality or quantity;
2. Excessive absenteeism, tardiness, or abuse of rest break and meal period policies;
3. Failure to follow instructions or City procedures; or
4. Failure to follow established safety regulations.

ATTENDANCE

In addition to the general rules stated above, employees may be disciplined for failing to observe the following specific requirements relating to attendance:

1. Reporting to work on time, observing rest break and meal period policies, recording all time worked, and obtaining approval to leave work early; and
2. Notifying the supervisor in advance of anticipated tardiness or absence.

SECTION 202 WORKPLACE INVESTIGATIONS

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The City is committed to ensuring that all city initiated investigations are conducted in a fair, impartial, thorough, thoughtful manner and in compliance with all applicable laws. Whenever a supervisor receives a complaint or other information indicating a possible violation of law or city policy the City will conduct an investigation.

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The City will promptly initiate an appropriate investigation into all possible violations of policy and law. The Human Resources Director, and/or designee, will have primary responsibility for investigating complaints relating to employee misconduct. In certain situations, the City Attorney, or designee, may assume responsibility for certain investigations and may direct other personnel or third party investigators to gather information for the investigation. In such cases, the assigned investigator(s) will follow the City Attorney's instructions relating to communications and evidence to ensure that attorney-client and attorney work product privileges are preserved.

The following list, while not all inclusive, provides examples of the types of situations that the City will investigate:

- Alleged conduct that potentially deprives an employee or third party (i.e. customer, persons or entities desiring to engage in business with the City of Lewiston) of rights because of race, color, religion, sex, sexual orientation, national origin, age, disability, marital status or other characteristics protected by law.
- Alleged verbal or physical conduct that potentially denigrates or shows hostile feelings toward any individual. This includes conduct that has the purpose or effect of any of the following:
 - Creating an intimidating, hostile or offensive work environment.
 - Unreasonably interfering with an employee's work performance.

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- Affecting an individual's employment opportunity at the City.
- Harassment and/or discrimination.
- Bullying and malicious gossip.
- Alleged conduct or intentional behavior that potentially violates city policy or affects the safety or well being of fellow employees, visitors, operations or other physical injury or potential physical harm to another, aggressive or hostile action, intentional damage to city property, and possession of any weapon, regardless of government licensing.
- Claims relating to unfair labor practices.
- Conduct that violates city rules, policies or standard of conduct, or law.

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The City prohibits retaliation including making threatening communication by verbal, written or electronic means against any individual who reports or provides any information concerning unlawful discrimination, harassment or other violations of company policies, rules, and standard of conduct. An employee found to be engaging in retaliation will be subject to disciplinary action up to and including termination.

Those persons investigating claims will make a reasonable effort to ensure that the complainant(s) or person(s) providing information during an investigation are not exposed to any threats of violence, intimidation or personal risk. If any such situations are identified or have occurred the City will proceed with the appropriate response, as advised by the HR and Legal department(s). Any employee found to have engaged in threatening behavior will be subject to disciplinary action up to and including termination, in accordance with the City's workplace violence policy.

Subjects of the investigation may be placed on paid Administrative Leave during the investigatory process as deemed appropriate by the HR department and/or Legal department. Administrative Leave procedures are outlined in a separate policy.

The City will make all reasonable efforts to initiate an investigation into the allegation(s) and conclude the investigation in a timely fashion, as appropriate. The determination of the investigation will be documented in writing and made part of the investigative report. The HR department and/or Legal department will retain records relative to city initiated investigations in accordance with the City's retention schedule. HR will not release any investigative files, including interviews and findings, unless authorized by law or pursuant to a court authorized request (i.e. subpoena, court order, etc.).

As a condition of employment all employees, supervisors, and managers shall fully cooperate with investigations. This includes, but is not limited to:

- A. Answering all questions completely and truthfully
- B. Not withholding information or evidence
- C. Not covering up or disposing of evidence

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In addition to being obligated to fully cooperate with investigations, employees are prohibited from interfering with investigations in any way. This includes, but is not limited to, contacting (directly or through others) potential witnesses to seek information, influence their statements, or solicit support, and failing to fully disclose all information known about the incident or event.

No employee or agent of the City may make any disclosure to third parties (e.g. attorneys, investigators, insurance representatives, media reporters) regarding the particulars of any city initiated investigation without prior approval from the City's Legal department.

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SECTION 2023 WORKPLACE VIOLENCE

STATEMENT OF POLICY

The City recognizes that workplace violence is a concern among employers and employees across the country. The City is committed to providing a safe, violence-free workplace. In this regard, ~~the~~ the City strictly prohibits employees, consultants, customers, visitors, or anyone else on City premises or engaging in a City-related activity from behaving in a violent or threatening manner. Moreover, ~~the~~ the City seeks to prevent workplace violence before it begins and reserves the right to address certain behaviors, even in the absence of violent behavior.

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The City believes that prevention of workplace violence begins with recognition and awareness of potential early warning signs and has established procedures within Human Resources for responding to any situation that presents the possibility of violence.

WORKPLACE VIOLENCE DEFINED

Workplace violence includes, but is not limited to, the following:

- 1) Threats of any kind;
- 2) Threatening, physically aggressive, or violent behavior, such as intimidation of or attempts to instill fear in others;
- 3) Other behavior that suggests a propensity towards violence, which can include belligerent speech, excessive arguing or swearing, sabotage, or threats of sabotage of City property, or a demonstrated pattern of refusal to follow City policies and procedures;
- 4) Defacing City property or causing physical damage to the facilities.

REPORTING

If any employee observes or becomes aware of any of the above-listed actions or behavior by an employee, customer, consultant, visitor, or anyone else, they should notify their department Director and Human Resources immediately.

Further, employees ~~shall~~ should notify Human Resources and their supervisor if any restraining order is in effect, or if a potentially violent non-work-related situation exists that could result in violence in the workplace. No adverse employment action will be taken against an employee because they notify ~~the~~ the City of a potentially violent non-work situation.

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INVESTIGATION

All reports of workplace violence will be taken seriously and will be investigated promptly and thoroughly. In appropriate circumstances, ~~The City will inform the reporting individual of the results of the investigation.~~ To the extent possible, ~~the~~ the City will maintain the confidentiality of the reporting employee and of the investigation. The City may, however, need to disclose results in appropriate circumstances, for example, in order to protect individual safety. The City will not tolerate retaliation against any employee who reports workplace violence.

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CORRECTIVE ACTION AND DISCIPLINE

If ~~the~~ the City determines that workplace violence in violation of this policy has occurred, ~~the~~ the City will take appropriate corrective action and will impose discipline on offending employees. The appropriate discipline will depend on the particular facts but may include written or oral warnings, probation, reassignment of responsibilities, suspension, or termination. If the violent behavior is that of a non-employee, ~~the~~ the City will take appropriate corrective action in an attempt to ensure that such behavior is not repeated, including possible legal action or involvement of law enforcement.

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Under certain circumstances, ~~the~~ the City may forego disciplinary action on the condition that the employee takes a medical leave of absence. In addition, ~~the~~ the City may request that the employee participate in counseling, either voluntarily or as a condition of continued employment.

EMPLOYEE ASSISTANCE PROGRAM

Any employee who believes that they may have a problem that could lead to violent behavior is encouraged to use the City's Employee Assistance Program. The EAP is a professional, confidential counseling service that is available to all personnel and members of their household to assist in resolving emotional difficulties, marital and family conflict, stress, chemical dependency, conflicts at work, and other concerns. The EAP counselor can help to clarify a problem and to develop an action plan during the counseling session. EAP services are prepaid by the City. Further information regarding the City's Employee Assistance Program may be obtained from your supervisor or from Human Resources.

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SECTION 2034 POLICY AGAINST HARASSMENT, DISCRIMINATION, AND RETALIATION

PURPOSE OF POLICY

The City is committed to providing a workplace free of unlawful harassment and discrimination, and creating and maintaining a respectful work environment for all employees. This includes sexual harassment (which includes harassment based on pregnancy, perceived pregnancy, childbirth, breastfeeding, or related medical conditions) and harassment based on actual or perceived gender, gender identity (including transgender identity, status and transition), gender expression and sex stereotyping, as well as harassment based on such factors as race, color, religion, religious creed (including religious dress and religious grooming), national origin, ancestry, citizenship, age, physical or mental disability, legally-protected medical condition or information (including genetic information), family care or medical leave status, military caregiver status, military status, veteran status, marital status, domestic partner status, sexual orientation, status as a victim of domestic violence, sexual assault or stalking, enrollment in a public assistance program, engaging in protected communications regarding employee wages, requesting a reasonable accommodation on the basis of disability or bona fide religious belief or practice, or any other basis protected by federal, state, or local laws. The City strongly disapproves of and will not tolerate harassment of or discrimination against applicants, employees, interns, or volunteers by managers, supervisors, co-workers or third parties with whom employees come into contact. Similarly, the City will not tolerate harassment by its employees of non-employees with whom the City employees have a business, service, personal or professional relationship. This policy applies to all employees with the City. Prohibited conduct as outlined in this policy is unacceptable in the workplace and in any work-related setting outside of the workplace, including business-related meetings, trips, or events.

HARASSMENT DEFINED

Harassment includes verbal, physical, and visual conduct that creates an intimidating, offensive, or hostile working environment or that interferes with an employee's work performance. The Equal Employment Opportunity Commission (EEOC) defines harassment as unwelcome conduct that is based on race, color, religion, sex (including pregnancy), national origin, age (40 or older), disability or genetic information. Harassment becomes unlawful where submission to the conduct is made either an explicit or implicit condition of employment, or the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive. Anti-discrimination laws also prohibit harassment against individuals in retaliation for filing a discrimination charge, testifying, or participating in any way in an investigation, proceeding, or lawsuit under these laws; or opposing employment practices that they reasonably believe discriminate against individuals, in violation of these laws.

Harassing conduct can take many forms and may include, but is not limited to, the following: slurs, jokes, insults, statements, gestures, teasing, assault, impeding or blocking another's movement or otherwise physically interfering with normal work, pictures, posters, symbols, drawings, or cartoons, violating someone's "personal space" (for example by blocking someone's way) foul or obscene language, leering, stalking, staring, unwanted or offensive letters or poems, offensive email or voicemail messages, or any kind of verbal, visual or physical conduct that denigrates or shows hostility or aversion towards an individual because of any

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protected characteristic, and interference with work performance. The City's policy concerning harassment includes off work activities that would otherwise be in violation of this policy, including but not limited to city events and public places.

Sexually harassing conduct in particular may include all of these prohibited actions, as well as other unwelcome conduct, such as requests for sexual favors, conversation containing sexual comments, and other unwelcome sexual advances. Sexually harassing conduct can be by a person of either the same or opposite sex. Sexually harassing conduct need not be motivated by sexual desire to violate this policy.

The examples outlined in this policy concerning sexual and other forms of workplace harassment, are illustrative of conduct that may constitute harassment, but are not an exhaustive list. Other acts may constitute harassment depending on the circumstances of the specific situation. A single incident may or may not constitute harassment but would require investigation of the facts, on a case by case basis.

DISCRIMINATION DEFINED

Discrimination is when an employee or applicant is treated favorably or unfavorably because of their race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, genetic information, or status as a protected veteran. Discrimination can include harassment, job assignments, promotion, benefits, pay, decisions about discipline and discharge based on these protected classes. Lewiston City Code Sec. 38-4 through 38-6 expressly prohibits discrimination based on race, color, national origin, ancestry, religion, creed, sex, age, marital or familial status, physical or mental disability, sexual orientation, or gender identity/expression. Furthermore, the City of Lewiston has adopted a Title VI plan which specifically prohibits discrimination of these protected classes under any City program, service, or activity.

REPORTING AND INVESTIGATING HARASSING, DISCRIMINATORY AND RETALIATORY CONDUCT

Employees shall immediately notify their supervisor or Human Resources regarding any known or alleged violations relating or similar to the types of harassment/discrimination prohibitions described in this regulation. When the alleged violations are against a Human Resources employee, reports should be made to the Mayor or City Attorney. When a harassment/discrimination complaint is received, the complainant will be encouraged to place their concerns in writing. Upon notification of a complaint, it will be determined whether an investigation is warranted, and if so the extent of such an investigation.

~~If it is determined an investigation is warranted, the supervisor or designee shall arrange for an investigation with the assistance of Human Resources. In the case where the complainant's supervisor is the cause of the complaint, the complainant may file a complaint with Human Resources who will arrange for the investigation with the appropriate supervisor or department.~~

~~The procedures available under this regulation do not preempt or supersede any legal procedures or remedies otherwise available to a victim of discrimination or harassment under state or federal law. Should a complaint be received by a department directly from a compliance agency, the complaint shall be forwarded to the Human Resources Department immediately. A substantiated charge of harassment or discrimination against an employee of the City shall subject that employee to disciplinary action, up to and including termination. Complaints of discrimination or harassment will be handled with sensitivity, discretion and confidentiality to the extent allowed by the circumstances and the law. This means that allegations of harassment will only be shared with those who have a need to know so that the City can conduct an effective investigation. The complainant will be requested to provide as many details as possible, such as date(s), location(s), name(s) of witnesses, and information about the alleged harasser(s).~~

~~As a condition of employment all employees, supervisors, and managers shall fully cooperate with investigations. This includes, but is not limited to:~~

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- A. ~~Answering all questions completely and truthfully~~
- B. ~~Not withholding information or evidence~~
- C. ~~Not covering up or disposing of evidence~~

~~In addition to being obligated to fully cooperate with investigations, employees are prohibited from interfering with investigations in any way. This includes, but is not limited to, contacting (directly or through others) potential witnesses to seek information, influence their statements, or solicit support, and failing to fully disclose all information known about the incident or event.~~

CORRECTIVE ACTION

The City prohibits conduct severe enough to be unlawful. Yet even more, ~~the~~ the City's workplace conduct standards also prohibit conduct and comments which are not severe enough to violate state or local or federal law but which are still inappropriate in the workplace. For example, ~~the~~ the City prohibits abusive conduct in the workplace whether or not it is based on a protected category.

As a result, ~~the~~ the City will take prompt, appropriate, and effective corrective action (e.g., remedial measures) any time it is established that discrimination, harassment, or retaliation in violation of this policy has occurred whether or not such violation also violates the law.

If it is determined that unlawful discrimination, harassment or retaliation has occurred, an appropriate course of action will be taken by the City. If problematic conduct is revealed in the investigation, corrective action may be taken even if the investigation is inconclusive or if it is determined that there has been no unlawful discrimination, harassment or retaliation.

Corrective action may include, for example: training, referral to counseling, or disciplinary action ranging from a verbal or written warning to termination of employment, depending on the circumstances. With regard to acts of harassment or discrimination by customers or vendors, corrective action will be taken after consultation with the appropriate management personnel.

The City will not tolerate retaliation against any employee for making a good faith complaint of harassment, discrimination, or retaliation, or for cooperating in an investigation.

CONFIDENTIALITY

All inquiries, complaints, and investigations are treated confidentially to the extent possible. Information is revealed on a need-to-know basis. However, the identities and statements of all the parties involved in an investigation may be revealed as a result of the investigatory or appeal process. Employees who are interviewed as a part of an investigation are encouraged to keep the nature of the investigation confidential including not sharing unauthorized information with others about the investigation or their interview.

ANTI-RETALIATION

The City of Lewiston strictly prohibits any form of retaliation against a person who has reported a concern in good faith, or has provided information in an investigation, hearing or other form of administrative review. Retaliation includes, but is not limited to, adverse employment actions, direct or indirect threats, teasing, taunting, negative or derogatory comments about or to the person, silent treatment, refusal to work with or avoiding the person. Retaliation also includes informing others about the complaint, portraying the claimant and/or witnesses in a negative light, or soliciting support for one side versus the other. All incidents of retaliation shall be reported to Human Resources immediately. All employees, including supervisors and managers, who engage in retaliation or discriminating/harassing conduct are subject to disciplinary action, including possible termination of employment.

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ANTI-HARASSMENT TRAINING

Every City employee is required to undergo ~~Sexual~~ Harassment training within his/her first ~~sixthree (36)~~ months of employment and at least once every two (2) years thereafter. In addition, all employees hired as or promoted to a supervisory or management position must undergo at least two (2) hours of interactive sexual harassment training within the first six (6) months of assuming a new supervisory or management position. Additionally, all supervisors and managers must complete at least two (2) hours of interactive sexual harassment training at least once every two (2) years thereafter. An employee who ~~refuses fails~~ to comply with this section may be subject to disciplinary action, up to and including termination of employment.

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ZERO TOLERANCE

The City does not tolerate and prohibits discrimination, harassment or retaliation of or against job applicants, contractors, interns, volunteers or employees by another employee, supervisor, vendor, customer or any third party on the basis of race, color, creed, religion, age, sex or gender (including pregnancy, childbirth and related medical conditions), sexual orientation, gender identity or gender expression (including transgender status), national origin, ancestry, marital status, protected medical condition as defined by state law (cancer or genetic characteristics), physical or mental disability, military and veteran status, genetic information, or any other characteristic protected by applicable federal, state or local laws and ordinances. The City is committed to a workplace free of discrimination, harassment and retaliation.

The City's management is dedicated to ensuring the fulfillment of this policy as it applies to all terms and conditions of employment, including recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities and general treatment during employment.

SECTION 20~~45~~ ATTENDANCE AND PUNCTUALITY

It is important for employees to report to work on time and to avoid unnecessary absences. The City recognizes that illness or other circumstances beyond an employee's control may cause him/her to be absent from work from time to time. However, frequent absenteeism or tardiness may result in disciplinary action, up to and including discharge. Excessive absenteeism or frequent tardiness puts an unnecessary strain on co-workers and can have a negative impact on the success of the City.

Employees are expected to report to work when scheduled. Employees unable to report to work at their scheduled time must call in per their department policies or collective labor agreement. Whenever an employee knows in advance that he/she is going to be absent, the employee should notify his/her immediate supervisor or the designated manager. -If the absence is unexpected, the employee should attempt to reach his/her immediate supervisor as soon as possible, but in no event later than one hour before the employee is due at work. In the event the immediate supervisor is unavailable, the employee must speak with the Department Director or his/her designated representative. If the employee must leave a voicemail, he/she must provide a phone number where the employee may be reached if need be.

SECTION 20~~56~~ DRUG FREE WORKPLACE

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

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

SUBSTANCES TESTED

The City will test for the following substances:

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

ALCOHOL USE

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

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

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

RESERVATIONS

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

SAFE HARBOR REFERRAL

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

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

This provision is not intended to allow an employee to evade disciplinary action. The key to this provision's rehabilitative effectiveness is an employee's willingness to admit their problem. This provision is not available to an employee who requests protection under this provision after:

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

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

NEW EMPLOYEE NOTIFICATION

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

SAFETY SENSITIVE POSITIONS

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

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

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

TYPES OF TESTING

Post-Offer Applicant Testing – Safety-Sensitive Positions

Persons applying for safety sensitive positions who are given a conditional offer of employment will be subject to testing for illegal drugs. Vacancy announcements for safety sensitive positions shall contain a

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

Applicants shall be deemed ineligible for employment if they:

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

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

Reasonable Suspicion Testing

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

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

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

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

Post-Accident Testing

The City is committed to providing a safe and secure work environment. Employees involved in on-the-job accidents or who engage in unsafe on-duty job-related activities that pose a danger to themselves or others or the overall operation of the City, may be subject to testing. Based on the circumstances of the accident or

unsafe act, the City's Risk Manager, Human Resource representative, Department Director or designee may initiate testing when such circumstances involve:

1. Death; or
2. Serious injury requiring immediate emergency room or urgent care center treatment; or
3. Employees are subject to testing when they cause or are involved in an accident on-the-job that damages a vehicle, machinery, equipment or property. In any of these instances, the investigation and subsequent testing must take place within two (2) hours following the accident, if not sooner.

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

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

Random Testing

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

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

Return to Duty and Follow-up Testing

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

Employees who as a requirement of their position have a Commercial Driver's License will be required to follow the return to duty provisions as provided by the Federal Motor Carrier Safety Administration (FMCSA), except Transit who is required to follow the Federal Transit Authority. Return to duty testing is

required for drivers who test positive, refused, or otherwise violated the prohibitions of 49 CFR Part 382 Subpart B; and who have completed the return to duty process with a DOT qualified Substance Abuse Professional. This test is directly observed and a negative result is required before resuming driving duties. Follow up testing will be required as prescribed by the Substance Abuse Professional for a minimum of six (6) directly observed tests in twelve (12) months, but can be extended an additional four years.

TEST PROCEDURES

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

Procedures for Alcohol Testing

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

Procedures for Drug Testing

Any individual subject to testing for illegal drugs under this Policy shall be permitted to provide urine specimens in private and in a restroom stall or similar enclosure so that the employee is not observed while providing the sample. Collection site personnel of the same gender as the individual tested, however, may observe the individual provide the urine specimen when such personnel have reason to believe the individual may alter or substitute the specimen to be provided. Collection site personnel may have reason to believe that a particular individual has or may alter or substitute the specimen when the individual has previously been found by the City to be an illegal drug user; or has previously tampered with a sample; or facts and circumstances suggest that the individual is an illegal drug user; or is under the influence of drugs at the time of the test; or has equipment or implements capable of tampering with or altering urine samples. If the temperature of the specimen is outside the range of 32-38 degrees C / 90-100 degrees F or shows signs of contaminants, then there is reason to believe the individual may have altered or substituted the specimen and another specimen shall be collected for testing under the direct observation of a representative from the collection facility. Samples testing positive for illegal drugs will undergo further testing to identify the specific type of drug(s) in the specimen in accordance with HHS requirements. The cutoff levels used by the City's HHS certified lab may change and will be published in the Code of Federal Regulations and Federal Register. The applicant or employee will be contacted by the Medical Review Officer (MRO) and have the opportunity to provide an explanation of a positive result to the MRO. The MRO may choose to conduct employee medical interviews, review employee medical history, or review any other relevant biomedical factors. The MRO shall review all medical records made available by the tested employee when a verified positive test could have resulted from legally prescribed medication or some other legal substance. Individuals will be afforded the opportunity to submit medical documentation of lawful use of an otherwise illegal drug.

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

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

If the MRO determines there is no justification for the positive result, such result will then be considered a verified positive test result. The MRO shall refer written determinations regarding all verified positive test results to Human Resources when the MRO is convinced a verified positive result has been determined. Once notified of a verified positive test result for illegal drugs, employees may within 72 hours of notification,

at their own expense, request the confirmation specimen be tested by another HHS certified lab. If the MRO certifies that the second drug test is negative, an employee will be reimbursed for the cost incurred including any lost compensation.

Test Refusal

Employees will be considered to have refused testing if they:

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

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

Deferral of Testing

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

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

FINDINGS AND ADMINISTRATIVE ACTION

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

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

Administrative Action

Administrative action is not required for an employee who voluntarily admits to alcohol use or illegal drug use through the Safe Harbor provision of this policy, and obtains counseling or rehabilitation, and thereafter refrains from using illegal drugs and using alcohol in violation of this policy. The Safe Harbor provision is not intended to allow an employee to evade disciplinary action. Any employee receiving a verified positive test for illegal drugs, including misuse of prescription medication, may be terminated.

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

The severity of the action chosen will depend on the circumstances of each case. The facts and circumstances leading to a reasonable suspicion test will be taken into account in determining disciplinary consequences.

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

Effects of Positive Alcohol Testing Results

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

1. Employees testing .02 or greater may be subject to discipline up to and including termination.
2. If the results of the test are .02 or greater but less than .04 alcohol concentration the employee shall be removed from the work site and, if retained, may be required to go to a Substance Abuse Professional for assessment, at the employee's expense. The employee may not return to duty for the remainder of the scheduled work day and may be required to have a negative test result before returning to work. The decision to return the employee to duty shall be at the discretion of the Department Director or designee in concurrence with Human Resources.
3. If the results of the test show an alcohol concentration of .04 or greater, the employee shall be subject to the same conditions as set out in above, and in addition, as soon as practicable the employee shall be evaluated by a Substance Abuse Professional, at the employee's expense.
4. Any employee receiving a verified positive test for alcohol .02 or greater shall be placed on leave without pay unless the employee notifies his/her supervisor of his/her desire to use accrued vacation or accrued compensatory leave.

Other Alcohol and/or Drug-Free Workplace Requirements

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

RECORDS AND REPORTS

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

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

Test results with all identifying information removed may be used for data collection and other activities necessary to comply with testing requirements. Employees who are the subject of a test for alcohol or illegal drugs shall have access to the results of their alcohol or drug tests.

ROLES AND RESPONSIBILITIES

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

Supervisors/Managers are expected to:

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

Department Directors shall:

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

Human Resources shall:

1. direct and implement this Policy to ensure it is administered consistently among employee groups and in accordance with all of the provisions of this policy;
2. consult with the Department Director or designee in determining appropriate action for situations related to this program; and
3. ensure that all records and information of personnel actions taken on employees with verified positive test results remain confidential and only shared with individuals having a need-to-know.

Collection Company is expected to:

1. provide specimen collection and alcohol testing as outlined in this policy;
2. maintain an accurate record keeping system which includes safeguards against the unauthorized release of information, proper chain of custody documentation, protection of the privacy of the employee and the overall program effectiveness;
3. work with Human Resources to provide educational materials and training to managers, supervisors, and employees on alcohol and illegal drugs in the workplace including training on the recognition and documentation of facts and circumstances that support a reasonable suspicion that an employee may be using alcohol or illegal drugs;

4. ensure all collection personnel are appropriately trained and maintain certification standards as required by National Highway Traffic Safety Administration (NHTSA) and/or Substance Abuse and Mental Health Services Administration attend training sessions on alcohol misuse and illegal drug use in the workplace;
5. when reasonable suspicion is confirmed, initiate an alcohol/drug test as described in this policy;
6. in conjunction with Human Resources, refer employees to a Substance Abuse Professional for assistance in obtaining counseling and rehabilitation upon a finding of alcohol misuse;
7. initiate appropriate disciplinary action upon a finding of alcohol or illegal drug use;
8. in conjunction with Human Resources, assist higher-level supervisors in evaluating employee performance and/or personnel problems that may be related to alcohol misuse or illegal drug use;
9. ensure confidentiality of all information;
10. implement the Drug-Free Workplace policy within their respective department, and ensure that it is efficiently and effectively accomplished in accordance with this program and all other applicable policies;
11. in conjunction with Human Resources assist in determining appropriate action for employee performance and/or personnel problems that may be related to alcohol or illegal drug use;
12. attend training sessions on alcohol and illegal drug-use in the workplace and encourage supervisors and employees to attend training on these issues;
13. ensure that all information regarding employee testing, disciplinary action and rehabilitation remains confidential;
14. direct and implement this program to ensure it is administered consistently among employee groups and in accordance with all of the provisions of this policy;
15. consult with the Department Director or designee in determining appropriate action for situations related to this program; and
16. ensure that all records and information of personnel actions taken on employees with verified positive test results remain.

MRO shall:

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

DEFINITIONS

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

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

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

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

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

Medical Review Officer: An independent licensed physician responsible for receiving laboratory results generated pursuant to this Policy who has knowledge of substance abuse disorders and the appropriate

medical training to interpret and evaluate all positive test results together with an individual's medical history and any other biomedical information.

Illegal Drugs: A controlled substance included in Schedule I or II, as defined by section 802 (6) of Title 21 of the United States Code, the possession of which is unlawful under chapter 13 of that Title. The term illegal drugs does not mean the use of a controlled substance in the prescribed dosage amount pursuant to a valid prescription or other uses authorized by law. However, misuse of a controlled substance is considered an illegal drug in violation of this policy.

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

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

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

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

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

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

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

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

SECTION 207⁶ TRANSIT DRUG AND ALCOHOL POLICY

This policy complies with 49 CFR Part 655, as amended and 49 CFR Part 40, as amended. Copies of Parts 655 and 40 are available in the Transit Operations Supervisor and Transit Manager office's and can be found on the internet at the Federal Transit Administration (FTA) Drug and Alcohol Program website, <http://transit-safety.fta.dot.gov/DrugAndAlcohol/>.

All covered employees are required to submit to drug and alcohol tests as a condition of employment in accordance with 49 CFR Part 655. Portions of this policy are not FTA-mandated, but reflect City of Lewiston policy. These additional provisions are identified by **bold text**.

In addition, DOT has published 49 CFR Part 32, implementing the Drug-Free Workplace Act of 1988, which requires the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the FTA.

All Safety Sensitive employees are subject to the provisions of the Drug-Free Workplace Act of 1988. All Safety Sensitive employees must abide by the terms of the Drug-Free Workplace Policy (Section 205) as a condition of employment. The unlawful manufacture, distribution, dispensation, possession or use of a

controlled substance is prohibited in the covered workplace. An employee who is convicted of any criminal drug statute for a violation occurring in the workplace shall notify in writing, the Transit Manager or Operations Supervisor no later than five calendar days after such conviction.

In compliance with 49 CFR Part 40 Section 40.25, all applicants for safety sensitive positions within the Transit Department who possess, or have possessed a Commercial Driver's License (CDL) are required to complete a written release of information request so that the City of Lewiston may request Drug and Alcohol testing records from prior employers. Failure to provide a written release of information request from prior employers will result in disqualification of employment consideration within the Transit Department.

COVERED PERSONS

This policy applies to every person, including an applicant or transferee, who performs or will perform a "safety-sensitive function" as defined in 49 CFR 655.4. You are a covered employee if you perform any of the following:

- Operating a revenue service vehicle, in or out of revenue service
- Operating a non-revenue vehicle requiring a commercial driver's license
- Controlling movement or dispatch of a revenue service vehicle
- Maintaining (including repairs, overhaul and rebuilding) of a revenue service vehicle or equipment used in revenue service
- Carrying a firearm for security purposes

Covered positions by job title:

- Transit Manager
- Transit Operations Supervisor
- Transit Dispatcher
- Transit Dispatcher/Driver
- Transit Driver

TRAINING

All employees hired for safety sensitive positions must receive a minimum of 60 minutes of training on the effects of drugs & alcohol before performing a safety sensitive function. Supervisory, dispatch, and after-hours on-call personnel must receive 120 minutes of training on reasonable suspicion determinations before performing such a role. Reoccurring training on the effect of drugs & alcohol and reasonable suspicion determinations shall occur on a biannual basis.

PROHIBITED BEHAVIOR

Use of illegal drugs is prohibited at all times. All covered employees are prohibited from reporting for duty or remaining on duty any time there is a quantifiable presence of a prohibited drug or alcohol in the body at or above the minimum thresholds defined in 49 CFR Part 40. Prohibited substances include:

- Alcohol
- Marijuana
- Cocaine
- Phencyclidine (PCP)
- Opioids
- Amphetamines

All covered employees are prohibited from performing or continuing to perform safety-sensitive functions while having an alcohol concentration of 0.04 or greater. All covered employees are prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. If the on-call employee claims the ability to perform his or her

safety-sensitive function, he or she must take an alcohol test with a result of less than 0.02 prior to performance. All covered employees are prohibited from consuming alcohol within four (4) hours prior to the performance of safety-sensitive job functions. All covered employees are prohibited from consuming alcohol for eight (8) hours following involvement in an accident or until he or she submits to the post-accident drug and alcohol test, whichever occurs first.

CONSEQUENCES OF VIOLATIONS

Following a positive drug or alcohol (BAC at or above 0.04) test result or test refusal, the employee will be immediately removed from safety-sensitive duty and referred to a Substance Abuse Professional. Following a BAC of 0.02 or greater, but less than 0.04, the employee will be immediately removed from safety-sensitive duties for at least eight hours unless a retest results in the employee's alcohol concentration being less than 0.02.

Treatment/discipline

Per Lewiston Transit System policy, any employee who tests positive for drugs or alcohol (BAC at or above 0.04) or refuses to test will be referred to a Substance Abuse Professional (SAP) and bear the total cost of treatment. Employees may use accrued leave during this time, but will not be eligible for use of the Sick Leave Bank to cover time off during treatment.

CIRCUMSTANCES FOR TESTING

Pre-Employment Testing

A negative pre-employment drug test result is required before an employee can first perform safety-sensitive functions. If a pre-employment test is canceled, the individual will be required to undergo another test and successfully pass with a verified negative result before performing safety-sensitive functions.

If a covered employee has not performed a safety-sensitive function for 90 or more consecutive calendar days, and has not been in the random testing pool during that time, the employee must take and pass a pre-employment test before he or she can return to a safety-sensitive function.

A covered employee or applicant who has previously failed or refused a DOT pre-employment drug and/or alcohol test must provide proof of having successfully completed a referral, evaluation, and treatment plan meeting DOT requirements.

Reasonable Suspicion Testing

All covered employees shall be subject to a drug and/or alcohol test when there is reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. A reasonable suspicion referral for testing will be made on the basis of specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee.

Covered employees may be subject to reasonable suspicion drug testing any time while on duty. Covered employees may be subject to reasonable suspicion alcohol testing while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions.

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

Post-Accident Testing

Covered employees shall be subject to post-accident drug and alcohol testing under the following circumstances:

Fatal Accidents

As soon as practicable following an accident involving the loss of a human life, drug and alcohol tests will be conducted on each surviving covered employee operating the public transportation vehicle at the time of the accident. In addition, any other covered employee whose performance could have contributed to the accident, as determined by the Transit Operations Supervisor or Transit Manager using the best information available at the time of the decision, will be tested.

Non-fatal Accidents

As soon as practicable following an accident not involving the loss of a human life, drug and alcohol tests will be conducted on each covered employee operating the public transportation vehicle at the time of the accident if at least one of the following conditions is met:

- (1) The accident results in injuries requiring immediate medical treatment away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident; or
- (2) One or more vehicles incurs disabling damage and must be towed away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident.

In addition, any other covered employee whose performance could have contributed to the accident, as determined by the Transit Operations Supervisor and/or Transit Manager using the best information available at the time of the decision, will be tested.

A covered employee subject to post-accident testing must remain readily available, or it is considered a refusal to test. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident or to prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

Random Testing

Random drug and alcohol tests are unannounced and unpredictable, and the dates for administering random tests are spread reasonably throughout the calendar year. Random testing will be conducted at all times of the day when safety-sensitive functions are performed. Testing rates will meet or exceed the minimum annual percentage rate set each year by the FTA administrator. The current year testing rates can be viewed online at www.transportation.gov/odapc/random-testing-rates.

The selection of employees for random drug and alcohol testing will be made by a scientifically valid method, such as a random number table or a computer-based random number generator. Under the selection process used, each covered employee will have an equal chance of being tested each time selections are made.

A covered employee may only be randomly tested for alcohol misuse while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions. A covered employee may be randomly tested for prohibited drug use anytime while on duty.

Each covered employee who is notified of selection for random drug or random alcohol testing must immediately proceed to the designated testing site.

Random Testing – End of Shift

Random testing may occur anytime an employee is on duty so long as the employee is notified prior to the end of the shift. Employees who provide advance, verifiable notice of scheduled medical or child care commitments will be random drug tested no later than three hours before the end of their shift and random alcohol tested no later than 30 minutes before the end of their shift. Verifiable documentation of a previously scheduled medical or child care commitment, for the period immediately following an employee's shift, must be provided at least no later than two hours before the end of their shift.

Return to Duty Testing

Any employee who is allowed to return to safety-sensitive duty after failing or refusing to submit to a DOT drug and/or alcohol test must first be evaluated by a substance abuse professional (SAP), complete a SAP-required program of education and/or treatment, and provide a negative return-to-duty drug and/or alcohol test result. All tests will be conducted in accordance with 49 CFR Part 40, Subpart O.

Follow-up Testing

Employees returning to safety-sensitive duty following leave for substance abuse rehabilitation will be required to undergo unannounced follow-up alcohol and/or drug testing for a period of one (1) to five (5) years, as directed by the SAP. The duration of testing will be extended to account for any subsequent leaves of absence, as necessary. The type (drug and/or alcohol), number, and frequency of such follow-up testing shall be directed by the SAP. All testing will be conducted in accordance with 49 CFR Part 40, Subpart O.

TESTING PROCEDURES

All FTA drug and alcohol testing will be conducted in accordance with 49 CFR Part 40, as amended.

Dilute Urine Specimen

If there is a negative dilute test result, Lewiston Transit System will accept the test result and there will be no retest, unless the creatinine concentration of a negative dilute specimen was greater than or equal to 2 mg/dL, but less than or equal to 5 mg/dL.

Dilute negative results with a creatinine level greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL require an immediate recollection under direct observation (see 49 CFR Part 40, section 40.67).

Split Specimen Test

In the event of a verified positive test result, or a verified adulterated or substituted result, the employee can request that the split specimen be tested at a second laboratory. Lewiston Transit System guarantees that the split specimen test will be conducted in a timely fashion. The employer will be responsible to pay for any costs associated with re-testing.

TEST REFUSALS

As a covered employee, you have refused to test if you:

1. Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by Lewiston Transit System.
2. Fail to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
3. Fail to attempt to provide a breath or urine specimen. An employee who does not provide a urine or breath specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
4. In the case of a directly-observed or monitored urine drug collection, fail to permit monitoring or observation of your provision of a specimen.
5. Fail to provide a sufficient quantity of urine or breath without a valid medical explanation.
6. Fail or decline to take a second test as directed by the collector or Lewiston Transit System for drug testing.
7. Fail to undergo a medical evaluation as required by the MRO or Lewiston Transit System's Designated Employer Representative (DER).
8. Fail to cooperate with any part of the testing process.
9. Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed test.
10. Possess or wear a prosthetic or other device used to tamper with the collection process.
11. Admit to the adulteration or substitution of a specimen to the collector or MRO.

12. Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
13. Fail to remain readily available following an accident.

As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

As a covered employee, if you refuse to take a drug and/or alcohol test, you incur the same consequences as testing positive and will be immediately removed from performing safety-sensitive functions, and referred to a SAP.

VOLUNTARY SELF REFERRAL

Any employee who has a drug and/or alcohol abuse problem and has not been selected for reasonable suspicion, random or post-accident testing or has not refused a drug or alcohol test may voluntarily refer her or himself to the Transit Manager or Operations Supervisor, who will refer the individual to a substance abuse counselor for evaluation and treatment. The substance abuse counselor will evaluate the employee and make a specific recommendation regarding the appropriate treatment. Employees are encouraged to voluntarily seek professional substance abuse assistance before any substance use or dependence affects job performance. Any safety-sensitive employee who admits to a drug and/or alcohol problem will immediately be removed from his/her safety-sensitive function and will not be allowed to perform such function until successful completion of a prescribed rehabilitation program. For questions about Safety Sensitive anti-drug and alcohol misuse programs, contact the Transit Manager or Transit Operations Supervisor.

SECTION 2078 INSPECTIONS AND SEARCHES ON CITY PREMISES

The City believes that maintaining a workplace that is free of drugs, alcohol, and other harmful materials is vital to the health and safety of its employees and to the success of the City's business. The City also intends to protect against the unauthorized use and removal of City property. In addition, the City intends to assure its access at all times to City premises and City property, equipment, information, records, documents, and files. At times, it may be necessary for the City to provide records, information or assistance in accordance with the terms of a warrant, court order, or other order issued by law. Accordingly, the City has established this Guideline concerning inspections and searches on City premises. This Guideline applies to all employees of the City.

DEFINITIONS

For purposes of this Guideline:

1. "Prohibited materials" means firearms or other weapons; explosives and/or hazardous materials or articles; illegal drugs or other controlled substances as defined in this Policy; drug-related paraphernalia; the unauthorized use or consumption of alcoholic beverages on City property; or City property and/or proprietary and confidential information belonging to a third party that an employee is not authorized to have in their possession.
2. "City property" includes all documents, records, software, electronic codes, data, and files, in both hard copy and electronic form, relating to the City's business; and all equipment, hardware, and other property of any kind, whether owned, leased, rented, or used by the City.
3. "City premises" includes all premises and locations owned or leased by the City or under the control of the City, including parking lots, lockers, and storage areas.
4. "Reasonable suspicion" is suspicion that is based on specific objective, articulable facts that a person has engaged in misconduct or that such person is in possession of prohibited materials. Reasonable suspicion may be based on, but is not limited to, personal observations such as an employee's manner, disposition, muscular movement, appearance, behavior, speech or breath odor; information provided to management by an employee, by law enforcement officials, by a security service, or by

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other persons believed to be reliable; or a suspicion that is based on other surrounding circumstances.

5. "Possession" means that an employee has the prohibited material or City property on their person or otherwise under their control.

INSPECTIONS AND SEARCHES

Access to City Property

1. In order to ensure access at all times to City property, and because employees properly in possession of City property or information related to City business may not always be available to produce the property or information when needed in the ordinary course of the City's business, the City reserves the right to conduct a routine inspection or search at any time for City property on City premises. In addition, the City reserves the right to access at all times information and communications stored in City computer files, on City mobile devices and in employee voicemail boxes and electronic-mail systems.
2. Routine searches or inspections for City property may include an employee's office, desk, file cabinet, closet, computer files, voice mail, electronic mail, City-issued mobile device or similar places where employees may store City property or City-related information, whether or not the places are locked or protected by access codes and/or passwords.
3. Because even a routine search for City property might result in the discovery of an employee's personal possessions, all employees are encouraged to refrain from bringing into the workplace any item of personal property that they do not wish to reveal to the City.

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Inspections and Searches for Prohibited Materials

1. Inspections or searches for prohibited materials in or on City premises also will be conducted whenever the City has reasonable suspicion to believe that a particular employee or group of employees may be in possession of materials in violation of this Guideline.
2. Inspections or searches for prohibited materials may be conducted by an independent security service or by City personnel.
3. Inspections or searches for prohibited materials may include an employee's office, desk, file cabinet, closet, computer, City-issued mobile device or similar places where employees may place personal possessions or information, whether or not the places are locked or password protected. Inspections or searches for prohibited materials also may include an employee's locker, or an employee's pockets, purse, briefcase, lunch box, or other item of personal property that is being worn or carried by the employee while on City premises.
4. In cases involving an inspection or search of an employee's pockets, purse, briefcase, or other item of personal property that is being worn or carried by the employee, the employee will be requested to conduct a self-search (i.e., by turning out or emptying pockets, purses, etc.) in the presence of an observer who will be a person of the same gender.
5. Absent exigent circumstances, employees who refuse to cooperate during an inspection or search will not be forcibly detained or searched. They will be informed, however, that the City will base any disciplinary decision on the information that is available, including their refusal to consent to the search as well as the information that gave rise to a reasonable suspicion that the employees were in possession of prohibited materials, if applicable, and that their failure or refusal to cooperate could deprive the City of information that may clear them of suspicion. In addition, the City reserves the right to take appropriate action to prevent the unauthorized removal from City premises of City property.

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APPROVALS FOR INSPECTIONS

1. In instances in which the inspection or search is conducted because there is reasonable suspicion that a particular employee or group of employees may be in possession of prohibited materials in violation of this Guideline or may be using City property in an unauthorized manner, and in

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instances in which an item of the employee's personal property will be searched, the inspection or search will be approved in advance by the highest ranking member of management in the Division who is available at the time the inspection or search is to be conducted and by the Human Resources Director or their designated alternate(s) in the event of unavailability.

2. All inspections or searches that are conducted as part of ~~The~~ City's program of periodic (and unannounced) inspections will be approved in advance by the Human Resources Director, who will inform the Division Manager of the impending inspection prior to its occurrence.

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DISCIPLINARY ACTION

Employees who are found to be in possession of prohibited materials in violation of this [policy, or any other associated policies, Guideline and/or in violation of City Property, Proprietary and Confidential Information Guideline, the Technology Use and Privacy Guideline, and the Drug-Free Workplace Guideline, or](#) ~~employees who are found to have used City property in an unauthorized manner,~~ will be subject to discipline, up to and including discharge, regardless of ~~The~~ City's reason for conducting the search or inspection.

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CONFIDENTIALITY

Managers and supervisors will make their best effort to restrict communications concerning a violation or possible violation of this Guideline to persons who have an important work-related reason to know.

SECTION 20~~98~~ RELATIONSHIP POLICY

A work environment where employees maintain clear boundaries between employee personal and business interactions is necessary for effective business operations. Although this policy does not prevent the development of friendships or romantic relationships between co-workers, it does establish boundaries as to how relationships are conducted during working hours and within the working environment. This policy does not preclude or interfere with the rights of employees protected by any applicable statute concerning the employment relationship.

- During working time and in working areas, employees are expected to conduct themselves in an appropriate workplace manner that does not interfere with others or with overall productivity.
- During non-working time, such as lunches, breaks, and before and after work periods, employees engaging in personal exchanges in ~~non~~ work areas should observe an appropriate workplace manner to avoid offending other workers or putting others in an uncomfortable position.
- Employees are strictly prohibited from engaging in physical contact that would in any way be deemed inappropriate in the workplace by a reasonable person while anywhere on City premises, whether during working hours or not.
- Employees who allow personal relationships with co-workers to adversely affect the work environment will be subject to the City's disciplinary policy, including counseling for minor problems. Failure to change behavior and maintain expected work responsibilities is viewed as a serious disciplinary matter.
- Employee off-duty conduct is generally regarded as private, as long as such conduct does not create problems within the workplace. An exception to this principle, however, is romantic or sexual relationships between supervisors and subordinates.
- Failure to cooperate with the City of Lewiston to resolve a conflict or problem caused by a romantic or sexual relationship between co-workers or among managers, supervisors or others in positions of authority in a mutually agreeable fashion may be deemed insubordination and result in disciplinary action up to and including termination.
- The provisions of this policy apply regardless of the sexual orientation of the parties involved.

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Individuals in supervisory or managerial roles and those with authority over others' terms and conditions of employment are subject to more stringent requirements under this policy due to their status as role models, their access to sensitive information, and their ability to affect the employment of individuals in subordinate positions. ~~Supervisors shall not directly supervise any employee for which they have a romantic relationship with.~~ Any supervisor involved in a romantic relationship with a subordinate must immediately notify his/her supervisor of the existence of any such relationship. ~~Efforts should be made to eliminate supervisory responsibility for one who is romantically involved with a subordinate.~~ Employees involved in such relationships bear a responsibility to the City to cooperate in any effort to avoid the potential conflicts that can arise from such personal relationships in the workplace. ~~Such a relationship may result in a change of employment duties.~~

When a conflict-of-interest or potential risk is identified due to an employee's relationship with a co-worker, the employees involved will need to participate with the City in options for resolving the problem. The initial solution may be to make sure the parties no longer work together on matters where one is able to influence the other or take action for the other. Matters such as hiring, firing, promotions, performance management, compensation decisions and financial transactions are examples of situations that may require reallocation of duties to avoid any actual or perceived reward or disadvantage. In some cases, other measures may be necessary, such as transfer of one or both parties to other positions or departments, if a transfer is available. If one or both parties refuse to accept a reasonable solution, such as a transfer or if a transfer is not available, then one or both parties could voluntarily resign or be terminated. ~~There may be a consideration for agreement between parties involved and the City wherein employees maintain their position under defined rules (dependent on the circumstances). In this situation if the established rules are broken then the agreement would no longer be considered and one or both parties would need to accept a transfer, if available, voluntarily resign, or be terminated.~~

~~Due to the nature of their position Directors are not to engage in romantic relationships with City employees, whether in direct supervisory capacity or not. In the event a relationship is established the Director is to notify the Mayor immediately for further discussion and review of options. This policy applies to relationships formed after the effective date of this policy.~~

Where doubts exist as to the specific meaning of the terms used above, employees should make judgments based on the overall spirit and intent of this policy. Any concerns about the administration of this policy should be addressed to the [Human Resources](#) Director.

~~SECTION 21009~~ IDAHO WHISTLEBLOWER PROTECTION

Idaho Code, Title 6, Chapter 21, provides protections to public employees who experience adverse employment actions as a result of the good faith reporting of the existence of any waste of public funds, property or manpower, or of a violation, or suspected violation, of law, rule or regulation of the City, state of Idaho or the United States of America. Any such report must be made at a time, and in a manner, which gives the City a reasonable opportunity to correct the waste or violation. The City may not take adverse action against an employee because the employee in good faith reports the suspected waste or violation, or participates or gives information in an investigation, hearing, court proceeding or any other form of administrative review of the report. If the employee believes that he/she has experienced an adverse employment action protected by the Whistleblower Act, he/she may bring a civil action in District Court within 180 days of the occurrence of the violation of the Act.

SECTION 2110 EMPLOYEE ACTIVITY AND CONDUCT

An employee shall not engage in any employment, activity, or enterprise that is inconsistent, incompatible, or in conflict with his/her duties as a City officer or employee. Each Department Director shall determine

which activities, engaged in by employees under his/her jurisdiction, will be considered inconsistent, incompatible, or in conflict with their duties as City employees. In making this determination, a Department Director shall prohibit any employment, activity, or enterprise that:

1. Involves the use for private gain or advantage of City time, facilities, equipment and supplies, or the badge, uniform, prestige or influence of one's City office or employment.
2. Involves the soliciting or the acceptance by the employee of any money, gift, gratuity, or other consideration from anyone other than the City for the performance of an act that the employee would be required or expected to render in the regular course or hours of his/her City employment, or as part of his/her duties as a City officer or employee.
3. Involves the performance of an act other than his/her capacity as a City employee, which act may later be subject to direct or indirect control, inspection, review, audit or enforcement by such employee or the agency by which he/she is employed. [\(See outside employment, Section 212\)](#)

During his/her hours of duty as a City employee, each City employee shall devote his/her full time, attention, and efforts to his/her City office or employment. Prior approval from the Department Director and Mayor must be obtained before any outside employment or work activity is undertaken.

✚ Requests for permission to accept outside employment, including self-employment, shall be submitted in writing to the employee's Department Director. The request shall state the name and address of the outside employer, the nature of the job, and the hours of employment. -The Department Director will forward the request for permission and the Director's recommendation to the Mayor.

1. The Mayor will approve or reject the request. The Mayor may place conditions on an approval for outside employment.
2. A copy of the request is to be provided to the Human Resources Department to be maintained in the employee's personnel file. If the conditions around the outside employment change the employee is to notify their Department Director, and may be required to provide an updated request.

SECTION 212~~1~~ USE OF CITY PROPERTY AND MATERIALS; CONFIDENTIAL AND PERSONAL INFORMATION

The security of City property is of vital importance to ~~the~~ the City. City property includes not only tangible property, like desks and computers, but also intangible property such as confidential information. It is critical for ~~the~~ the City to preserve and protect its confidential information, as well as the confidential information of customers, suppliers, and third parties. All employees are responsible for ensuring that proper security is maintained at all times.

Nothing in this policy or in related policies is intended to interfere with an employee's right to discuss working conditions within the organization or with members of the public nor is there any restriction on an employee's right to labor organize.

CITY OFFICE PROPERTY AND MAIL

The use of City stationery and/or the postage meter for personal correspondence is strictly forbidden. The personal use of the City's facsimiles or copying machines, phone, and other office equipment is allowed with de minimis use, first receiving management approval, and when there is no additional cost to the City. Receiving personal mail at the City's address is strongly discouraged.

CONFIDENTIAL AND PERSONAL INFORMATION

"Confidential Information" means all information, not generally known, belonging to, or otherwise relating to the business of ~~the~~ the City or its clients, customers, suppliers, vendors, affiliates or partners, regardless of the media or manner in which it is stored or conveyed, that ~~the~~ the City has taken reasonable steps to protect from unauthorized use or disclosure.

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"Personal Identification Information" includes individually identifiable information about employees, customers, consultants, or other individuals, such as Social Security numbers, background information, credit card or banking information, health information, or other non-public information entrusted to the City regarding an individual's personal identity.

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While employed by the City, employees must not use or disclose any Confidential Information or Personal Identification Information that they produce or obtain during employment with the City, except to the extent such use or disclosure is required in connection with performing their jobs or required by court order or applicable law. Employees may not use or disclose Confidential Information or Personal Identification Information for any reason after the employment relationship with the City ends. Misuse or unauthorized disclosure of Confidential Information or Personal Identification Information may result in immediate termination, as well as potential personal and criminal liability. Nothing in this Guideline restricts an employee from discussing their wages or other terms and conditions of employment with coworkers or others, to the extent protected by law.

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OBLIGATIONS ON TERMINATION

On termination of employment, whether voluntary or involuntary, all tangible and intangible City property must be returned to the City immediately. This includes documents, materials, data files, and records of any kind, including any that contain Confidential Information or Personal Information, and any copies thereof. Also, the terminating employee must immediately notify the City if the employee has Confidential Information or Personal Information stored in the employee's personal computer, or in a mobile, cloud, or other storage medium, and work with the City to identify all such Information and its location, and help ensure it is retrieved and/or permanently deleted by the City (or the City's designated agent).

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SECURITY

Employees are expected to comply with City policies regarding the authorized and secure use of the City's computer technology. Employees are expected to abide by all of the City's security procedures.

Avoiding loss or theft of Confidential Information or Personal Identification Information is an important part of each employee's job. Accordingly, employees must observe good security practices. Employees are expected to keep Confidential Information secure from outside visitors and all other persons who do not have legitimate reason to see or use such information. Employees are not to remove City property without authorization. Failure to adhere to City policies regarding Confidential Information and Personal Identification Information will be considered grounds for dismissal.

Given the sensitivity of Confidential Information and Personal Identification Information, employees may only dispose of such information by secure methods approved by the City and in accordance with the City's Records Retention Policy and Schedule, as may be amended from time-to-time. If an employee has any doubt or question about how to handle Confidential Information or Personal Identification Information, the employee should consult with the City's Human Resources Department.

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SECTION 2132 SELLING/SOLICITATIONS AT WORK

No peddling, soliciting, or sale for charitable or other purposes shall be allowed among or by employees during working hours unless permitted by this policy. Violation of this policy or concerns related to a solicitation should be reported to Human Resources and/or the Mayor. School fundraising and community fundraising solicitations may be allowed and the following behaviors must be followed:

- The employee must not be disruptive or interruptive to other employees
- Nonexempt employees may not solicit during paid work hours

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- The solicitation and employee may not be coercive
- The solicitation may not be discriminatory
- The solicitation may not be offensive or insulting to others
- Employees may not use City resources such as paper or email when soliciting
- Allowed solicitations should be made rarely

Examples of solicitations that may be allowed are school and community fundraisers such as Rotary Rose Sale, Holiday Poinsettia Sale, Girl Scout Cookie Sale, School Fundraising Catalogs, and 4-H/FFA fundraising sign ups. These examples generally are sign-up sheets, do not demand employees time, and are voluntary.

SECTION 2143 POLITICAL ACTIVITIES OF PUBLIC EMPLOYEES

The use of City facilities or resources by City employees for political activity is prohibited. An employee may, on personal off-duty time, engage in political activities, provided he/she does not disturb any on-duty employee. -No person who holds an office or employment with the City of Lewiston or who is seeking office or employment with the City of Lewiston may use that office to influence another person for political purposes.

SECTION 2154 EXPECTATION OF PRIVACY IN THE WORKPLACE

As a public entity, the City of Lewiston is required to comply with various laws regulating access to public records and open meetings. -Notwithstanding, a variety of areas of City business and documents are of a confidential nature, proprietary, and/or exempt from public disclosure. Additionally, employees are expected to make use of City of Lewiston facilities and equipment only for purposes of City business. -As such, employees are to expect that supervisors or the appropriate managers may monitor the use of City facilities and equipment during the course of employment, including the performance of duties. This includes all City business conducted on personal computers, laptops, cell phones, and tablets over the City server or through the City's cell phone carrier. This also includes all City business conducted on personal electronic devices, even if such business is not conducted on the City server or through the City's cell phone carrier.

Additionally, employees are expected to respect the workplace privacy and environment of coworkers and supervisors given the fact that certain employees engage in business that may be of a confidential or sensitive nature not otherwise subject to public records or open meeting laws. As such the following workplace behavior is deemed unacceptable:

1. Eavesdropping.
2. Reading or copying papers left on desks, in garbage cans, in mailboxes, or in shredding baskets.
3. Accessing another employee's computer or office without prior approval from the employee or their supervisor.
4. Disclosing confidential information to unauthorized persons without the appropriate consent or permission.
5. Other similar breaches of trust or confidentiality related to workplace privacy or confidential City business, including enforcement or personnel matters.

Given the serious nature of potential violations of this policy, an employee who violates this policy will be subject to appropriate discipline, up to and including discharge.

SECTION 2165 COMMERCIAL DRIVER'S LICENSE

This policy is furnished as a guide to comply with the federal regulations required for commercial drivers' licenses. This regulation applies to all persons who are applying for or who are employed in positions with

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duties or activities that involve the requirement of a commercial drivers' license (CDL). The requirements contained in this regulation are under the authority of the Department of Transportation. The Human Resource Department maintains a list of all CDL holders and oversees the drug and alcohol testing for CDL holders. For questions regarding this program contact Human Resources.

WHEN A CDL IS REQUIRED

A commercial driver's license is required for operation of City vehicles that drive on public roads and meet the following commercial motor vehicle definition:

- Have a gross combination weight rating of 26,001 or more pounds inclusive of the towed unit with a gross vehicle weight rating of more than 10,000 pounds; or
- Have a gross vehicle weight rating of 26,001 or more pounds; or
- Is designed to transport 16 or more passengers, including the driver; or
- Is of any size and is used in the transportation of materials that are found to be hazardous for purposes of the Hazardous Materials Transportation Act and require the motor vehicle to be placarded under the Hazardous Material Regulations (49 CFR, Part 172, subpart F).

Drivers of firefighting or other emergency equipment used in response to emergencies involving the preservation of life or property are exempt from having to possess a commercial driver's license.

APPLICANT REQUIREMENTS FOR CDL POSITIONS

~~Any person applying for employment as an operator of a commercial motor vehicle who possess a valid commercial driver's license prior to hire shall provide the following at the time of application for employment:~~

- ~~1. Employment history information for the 10 years preceding the date of the application;~~
- ~~2. List of the names and addresses of the applicant's previous employers for which the applicant was an operator of a commercial motor vehicle;~~
- ~~3. Dates the applicant was employed by these employers; and~~
- ~~4. Reason for leaving such employment.~~

All applicants who have been conditionally accepted for employment in positions that involve the duties or activities that require a commercial driver's license (CDL) shall take a post-offer Department of Transportation (DOT) test for illegal drugs. A verified negative test result shall be received before the applicant may begin work. This includes current employees who transfer, promote, demote or are reassigned from a non-safety sensitive position into a position requiring a Commercial Driver's License (CDL). The Idaho Transportation Department, Federal Motor Carrier Safety Administration, and Federal Transportation Department will be a central source of information regarding Commercial Driver License's (CDL) and interpreting rules as they pertain to commercial driver's license issues.

~~All job applicants for positions requiring a commercial driver's license (CDL) will be responsible for all fees associated with obtaining such license and/or endorsements to be eligible for employment.~~ The City will reimburse all current employees the difference between a regular (Class D) driver's license and any fees associated with renewal ~~or the initial obtaining~~ of a CDL and endorsements, provided the license and endorsements are a requirement of the position per the official job description. Should an employee's position description be modified to add the requirement of a CDL, the City will reimburse the employee for the initial CDL, endorsements and renewal.

LAWS AFFECTING CDL DRIVERS

Commercial driver's license drivers are subject to all laws affecting all drivers. In addition, there are several federal and state laws that affect commercial driver's license drivers. The following are important regulations employees with commercial driver's licenses are responsible for:

- An employee cannot have more than one driver's license.

- It is the employee's responsibility to keep a current address on file with their state's Transportation Department.
- Effective January 26, 2010, texting while operating a commercial vehicle is prohibited and may be subject to civil or criminal penalties.
- A commercial driver's license holder shall notify their state's Transportation Department and the City within 30 days if he or she is convicted in any other state of any traffic violation except parking. This applies no matter what type of vehicle the driver is driving at the time of the infraction.
- An employee shall immediately notify the City if his or her license is suspended, revoked, or canceled, or if he or she is disqualified from driving.
- No employee shall drive a commercial vehicle without a valid commercial driver's license.
- If an employee's position requires a commercial driver's license and the employee's commercial driver's license is revoked, the employee's employment is subject to termination.
- Ongoing medical certification exams are not required for drivers of local government entities who drive commercially only in Idaho.

CLEARINGHOUSE

As required by the Federal Motor Carrier Safety Administration (FMCSA) the City will conduct pre-employment driver investigations and annual queries with the FMCSA Clearinghouse. The Clearinghouse is a centralized database that employers use to report drug and alcohol program violations and to conduct queries, which check that current or prospective employees are not prohibited from performing safety-sensitive functions, such as operating a commercial motor vehicle (CMV), due to an unresolved drug and alcohol program violation, that is, a violation for which the driver has not completed the return-to-duty (RTD) process. The Clearinghouse is in addition to the existing requirements in the U.S. Department of Transportation (DOT) ~~wide~~ procedures for transportation workplace drug and alcohol testing.

At the time of hire, an applicant with a CDL will be asked to provide contact information for at minimum the previous three years of employers as well as a consent and background check form. The City will contact the applicant's previous employers about prior drug and alcohol tests as is required by the Department of Transportation.

A copy of all CDL licenses will be maintained in the Human Resources Department. Regular checks with the Idaho Supreme Court Repository and/or the Idaho Department of Transportation may be made to verify the status of such licenses. Some of the required processes may not be conducted for those applicants and employees who have a CDL regulated under provisions of the Federal Transit Administration (FTA).

SECTION 2176 LICENSED EQUIPMENT OPERATORS

In order to provide a safe working environment, equipment operators must be properly trained and licensed. All equipment operators must be at least eighteen (18) years of age and have a valid driver's license. On a regular basis, each operator must successfully complete the City's instructional course and a drug screening for certification to operate equipment. Any unsafe actions by a licensed operator may lead to corrective action, up to and including termination. Any employee choosing to operate equipment without proper training, license, and the consent of his/her supervisor may be subject to corrective action, up to and including discharge.

SECTION 2187 USE OF CITY VEHICLES AND EQUIPMENT

At no time will any employee transport persons not employed by the City, with the exception of Transit, Police, and Fire in the capacity of their jobs, and in any other capacity as approved by the Mayor. Employees are to transport persons in seated positions with a securely fastened seat belt. Transit is excluded from

requiring passengers to wear seatbelts on their buses, since seat belts are not available. No person will be transported in the bed, box, or cargo area of a truck. It is the responsibility of the employee to report all missing or defective safety devices or restraints so that equipment can be removed from service and repaired as needed. The equipment, tools, and supplies of the City of Lewiston are acquired and maintained to support the delivery of public services to the citizens of our community. City employees are entrusted with these items with the expectation that they will be used wisely and properly to serve their intended purposes over a normal life span. City employees shall not allow members of the public to borrow City tools or equipment on or off City property at any time, nor shall City employees borrow or utilize City-owned tools, supplies, or equipment for personal purposes.

- A. Operators of City of Lewiston-owned or leased motor vehicles shall always drive safely, legally and courteously, remembering that they are directly responsible for maintaining both City of Lewiston-owned property and public trust.
- B. Employees are expected to operate vehicles safely. It is the policy of the City of Lewiston to provide a safe working environment that protects our employees and our citizens from injury and property loss. The City of Lewiston considers the use of vehicles part of the working environment. The City of Lewiston is committed to safe responsible employee driving behavior that reduces the risk of personal injury and property loss.
- C. This policy applies to all employees who operate vehicles on City business. These drivers will be reviewed by managers and supervisors to ensure full implementation and compliance.

Vehicles owned or leased by the City of Lewiston are to be used only for the functions of City of Lewiston. Some employees may be assigned a vehicle that is driven home.

- Employees must be authorized by their supervisor to operate a City vehicle.
- Vehicles over 26,000 gross vehicle weight, Buses, and Vans over 15 passengers require a commercial driver's license (CDL).

Employees who drive their personal vehicles on City business are subject to the requirements of this policy including:

- Maintaining auto liability insurance with minimum state limits.
- Providing proof of liability insurance to their department on an annual basis.
- Maintain a vehicle in a safe operating condition when driven on City business.

Each employee assigned to a City of Lewiston vehicle or employees who operate a City of Lewiston fleet vehicle are required to have a valid driver's license. Should an employee's Driver's License expire, be revoked or suspended, the employee shall immediately notify his or her supervisor. At the time of the suspension, the employee's City of Lewiston vehicle-use privileges will be suspended until the employee's Driver's License has been fully restored and validated.

Each employee assigned or permitted to operate a City of Lewiston vehicle shall be responsible for the following:

- Proper and safe operation of the vehicle;
- Service and maintain the vehicle in accordance with the manufacturer's recommendations;
- Maintain vehicle registration, license plates and inspections; and
- Participate in vehicle safety and defensive driving training as required by the City of Lewiston.

Impaired Driving: The driver must not operate a vehicle when his/her ability to do so is impaired or influenced by: alcohol, illegal drugs or other illegal substances, prescribed or over-the-counter medication, or illness, fatigue or injury. The employee driver is obligated to report to his/her supervisor any reason that may affect his/her ability to drive safely.

Proof of Insurance: Employee drivers must make sure that the current insurance card is kept in the vehicle at all times.

Vehicle Maintenance: If the City of Lewiston vehicle is in need of repairs, the vehicle should be taken to the City's Service Center for repair. Prior to scheduling major repairs or major maintenance needs, the driver must advise the City's Service Center for approval and any further instructions.

DRIVER EVALUATION

Employees will be evaluated and selected based upon their driving ability. To evaluate employees as drivers, management may:

- Review past driving performance and work experience through reference checks with previous employers.
- Review the employee's Driver's License Record (DLR).
- Ensure the employee has a valid driver's license.
- Ensure the employee is qualified to operate the type of vehicle he/she will drive.

SEATBELT USE

Except as authorized herein, all drivers and passengers are required to utilize seatbelts as mandated by law. Exception: Sworn law enforcement officers may dispense with wearing safety restraints in specific tactical situations or when it reasonably appears that, due to unusual circumstances, wearing a seatbelt would hinder rather than increase safety (Idaho Code 49-673(2)(b)).

MOBILE COMMUNICATION DEVICE, CELL PHONE AND COMPUTER USE

City employees shall not use cell phones, hands free or otherwise, for any purpose while driving a City vehicle or while driving a personal vehicle on City business. This applies to both City issued and personal cell phones. The term cell phones shall include tablets, laptops, or any other mobile devices used for communication of any sort.

Only in extreme emergencies involving law enforcement and emergency medical services personnel, and Transit's communication radio can such use be justified. Even then, it is incumbent upon the Police, Fire, and Transit Departments to establish department policies for such use and to limit such use to specifically defined situations.

ACCIDENT REPORTING

All traffic accidents occurring during working hours and/or involving a City vehicle or piece of equipment, regardless of severity, must be reported to the employee's immediate supervisor, the City's Risk Manager, and appropriate law enforcement agency. Drivers shall cooperate fully with the City's Risk Manager and Insurance Carrier in the handling of the claim.

In the event of an accident, the driver shall, when possible, first check on the safety and welfare of all persons involved and seek immediate medical attention should it be required for themselves or others. If possible, move the vehicle to a safe location out of the way of traffic. Under no circumstance should an employee transport an injured person needing emergency assistance from an accident scene or from the work location. Always contact 911 for transport.

Drivers shall always have a police officer investigate any accident that involves a City of Lewiston vehicle. An employee operating a City-owned vehicle involved in an accident shall not make any statement of liability to anyone other than City representatives. Employees shall cooperate fully with all law enforcement officials investigating the accident. Vehicle accident report forms will be carried in each City vehicle. The employee will complete the appropriate forms (accident and/or injury) the same day and forward such forms to the

Department Director, and then to the Risk Manager within three (3) days of the accident or injury. In the event of employee injury, Workers Compensation procedures apply.

If a City employee is issued a traffic citation as the result of an accident occurring during working hours, the payment of the citation shall be the responsibility of that employee unless the cause of the accident is attributed to the City's vehicle or equipment failure. These costs are not reimbursable by the City of Lewiston and must be paid promptly by the driver.

Employees involved in an accident on City time involving any person or vehicle of the general public while using City vehicles or equipment or on City time and in their own personal vehicle on City business will be required to submit to testing for the presence of drugs or alcohol.

SECTION 2198 MOTOR VEHICLE RECORD CHECK

The City of Lewiston seeks to safeguard its employees and others when driving a motor vehicle is required while conducting City business. Following a conditional offer of employment, a motor vehicle record check will be conducted on all final job candidates for whom driving a motor vehicle is an essential job function. Thereafter, checks will be run annually for these employees.

Motor vehicle record checks will also be conducted on employees who will be covered by City insurance to drive motor pool vehicles during City business travel. The Human Resource Department will review motor vehicle records and decide as to drivers' status for applicants and employees in accordance with this policy. An applicant for employment may not be hired due to an unsatisfactory driving record; some examples of unacceptable infractions include but are not limited to:

- Any violations involving drugs, alcohol, controlled substances, etc., within the most recent five (5) years
- Refusal to submit to a Blood Alcohol Content (BAC) test
- Any combination of three or more moving violations, "At Fault Accidents" or "Preventable Accidents" within the most recent three years.
- Suspension, revocation or administrative restriction within the last three years
- Leaving the scene of an accident as defined by state laws
- At fault in a fatal accident within the most recent ten (10) years
- Felony committed involving a vehicle
- Three or more "City vehicle" physical damage claims in any twelve-month period
- Reckless driving within the past 24 months.

PROCEDURES

The City will check the motor vehicle records annually for all current employees with driving responsibilities or those who use motor pool cars for travel purposes. Motor vehicle record checks are a condition of employment for these employees, and refusal to participate could result in disciplinary action up to, and including termination. Any covered employee without a valid driver's license will not be allowed to operate a City vehicle or drive on City business. If driving is an essential job function and the employee cannot be reasonably accommodated, employment may be terminated. If an existing employee has a valid driver's license but the employee's driving record falls at marginal or unacceptable status criteria, the employee will be placed on a probationary status and will be subject to the requirements of that status until the end of the probation. If a subsequent periodic motor vehicle record check reveals further violations, the City will review the specific circumstances surrounding the individual and determine appropriate action.

The City will check the motor vehicle records of any job applicant when driving is an essential job function or when a motor pool car may be needed for City travel purposes. The applicant's job offer is contingent on eligibility under the City policy outlined above. The motor vehicle record check will include a review of all states listed on the individual's employment application and resume. If the applicant does not have a valid driver's license or has a driving record that falls at or below the criteria listed under the unacceptable status (defined above), the applicant will not be hired for positions where driving is an essential job function. If the applicant's or employee's driving record indicates more than one moving violation in the past 12 months but no more than two moving violations in the past 24 months, any additional violations may result in an applicant not being hired, termination of employment, or other disciplinary action. Applicants who have marginal driving records will be counseled and have their Motor Vehicle Records monitored more frequently. Motor Vehicle Records (MVR's) will be maintained in the Human Resource Department. Copies of employees' MVR's will be placed in their personnel file.

SECTION ~~2204~~9 TOBACCO USE PROHIBITED

For the purpose of this policy, the "use of tobacco products" is defined as smoking, chewing, sniffing, or any other use of cigarettes, cigars, chewing tobacco, snuff, pipe tobacco, e-cigarettes, or other products made or derived from tobacco. The use of tobacco products by City employees during working hours is only permitted during employees' designated break times or during lunch hours at a minimum distance of twenty (20) feet from any facility, equipment, vehicle, or building owned, rented, leased, or under the control of the City of Lewiston. Violations of this policy will be cause for disciplinary action.

SECTION ~~2210~~ FIREARMS IN THE WORKPLACE

Employees are prohibited from bringing or possessing firearms, weapons, explosives, or similar items into the workplace on City property without authorization. -Only City law enforcement personnel are authorized to bring or possess a firearm in their workplace and in the performance of their duties. However, other City employees may bring firearms to their workplaces so long as the firearms remain in their personal vehicles and are properly placed in their vehicles in accordance with Idaho law while parked on City property.

SECTION ~~2224~~ SOCIAL MEDIA

The City respects the rights of its employees to use social media to communicate, share information, and work together. -In order to protect the City's interests and ensure employees focus on their job duties, employees must adhere to the rules set forth in ~~the~~ the City's Social Media Administrative Policy, as amended from time to time.

SECTION ~~2232~~ ATTIRE AND GROOMING

The City of Lewiston strives to maintain a workplace environment that functions well and is free from unnecessary distractions and annoyances. As part of that effort, the City requires employees to maintain a neat and clean appearance that is appropriate for the workplace setting and for the work being performed. To that end, City of Lewiston Department Directors may determine and enforce guidelines for workplace-appropriate attire and grooming for their areas; guidelines may limit natural or artificial scents that could be distracting or annoying to others.

All City of Lewiston employees are expected to present a professional, businesslike image to visitors, customers, and the public. Acceptable personal appearance, including proper maintenance of work areas, is an ongoing requirement of employment with the City of Lewiston. Supervisors should communicate any

department-specific workplace attire and grooming guidelines to staff members during new-hire orientation and evaluation periods. Any questions about the department's guidelines for attire should be discussed with the immediate supervisor.

Any staff member who does not meet the attire or grooming standards will be subject to corrective action and may be asked to leave the premises to change clothing. Hourly paid staff members will not be compensated for any work time missed because of failure to comply with designated workplace attire and grooming standards.

Nothing in this dress code is intended or should be construed to violate, restrict or discriminate against any employee's actual or perceived race, religion, religious creed, sex, sexual orientation, gender, gender identity or status, gender expression, national origin, ancestry, age, nursing mothers, or any other basis protected by local, state, or federal laws. If any employee believes that their protected rights based upon a protected class are being restricted or violated in some manner by the dress code, please contact your manager or human resources so that these concerns can be addressed. Any employee who needs a medical or religious accommodation to the City's dress and grooming standards should contact the Human Resources Department.

SPECIFIC REQUIREMENTS

Certain staff members may be required to meet special dress, grooming and hygiene standards, such as wearing uniforms or protective clothing, depending on the nature of their job. Uniforms and protective clothing may be required for certain positions and will be provided to employees by the City of Lewiston. At the discretion of the Department Director, in special circumstances, such as during unusually hot or cold weather or during special occasions, staff members may be permitted to dress in a more casual fashion than is normally required. On these occasions, employees are still expected to present a neat appearance and are not permitted to wear ripped, frayed or disheveled clothing or athletic wear. Likewise, tight, revealing or otherwise workplace-inappropriate dress is not permitted.

POLITICAL ATTIRE

The City of Lewiston must maintain a politically neutral position. Employees, while at work or at a City sponsored event, should not wear political attire. This includes attire that displays an employee's position on candidacy, initiative, or other political stance.

OFFENSIVE ATTIRE

An employee shall not wear, while at work or at a City sponsored event, attire that contains words, symbols, or images that would be regarded as lewd, obscene, vulgar or plainly offensive.

ADDRESSING WORKPLACE ATTIRE AND HYGIENE PROBLEMS

Violations of the policy can range from inappropriate clothing items to offensive perfumes and body odor. If a staff member comes to work in an inappropriate dress, he or she will be required to go home, change into conforming attire or properly groom, and return to work. If a staff member's poor hygiene, smell, or use of too much perfume/cologne is an issue, the supervisor should discuss the problem with the staff member in private and should point out the specific areas to be corrected. If the problem persists, supervisors should follow the normal corrective action process.

CHAPTER 3 – POSITIONS

SECTION 301 EMPLOYEE CLASSIFICATIONS

The Fair Labor Standards Act requires all employees to be classified according to the overtime provisions of the law. For the purpose of paying any compensation, all employees are either “exempt” or “nonexempt” from overtime compensation. Exempt employees, by definition, are exempt from earning overtime compensation and generally receive the same weekly salary regardless of hours worked. Nonexempt employees are employees who are eligible to be paid for overtime work in accordance with the provisions of applicable wage and hour laws. Overtime pay requirements are set forth in this Policy. Employees will be informed of these classifications upon hire and informed of any subsequent changes to the classifications. Additionally, employee classifications must be organized by classes in order to administer employee policies, benefits or otherwise address employment issues. All determinations of wage classification status are made through the job evaluation process. The Human Resources Department is responsible for classifying all employees into one of four categories for eligibility to receive certain benefits offered by the City. These categories are defined as:

1. **FULL-TIME REGULAR EMPLOYEE:** An employee who is regularly scheduled to work thirty (30) or more hours per week for fifty-two (52) weeks per year.
2. **PART-TIME REGULAR EMPLOYEE:** An employee who is expected to establish a continuity of service, but is scheduled to work for less than thirty (30) hours per week for fifty-two (52) weeks per year.
3. **TEMPORARY EMPLOYEE:** An employee whose work schedule is irregular and/or for a temporary duration. For example, an on-call transit driver who only works when called into work has an irregular work schedule and is, thus, classified as a temporary employee. Other examples of temporary employees are seasonal employees and paid interns who are hired to work for a temporary duration of time. Seasonal employees generally work less than five (5) months and for only one season in a calendar year. Benefits eligibility for temporary employees will be determined in accordance with the Affordable Care Act, PERSI, and the City of Lewiston Employee Benefit Trust.

SECTION 302 DESIGNATION OF POSITIONS

Each City employee position shall have an appropriate title and job description. The Human Resources Director shall research and propose changes to job titles to the Mayor. The Mayor shall approve all job titles. Each employee position shall be assigned a grade, and each employee shall be assigned to a specific step within his/her applicable grade. Salary scales are updated on the City website as well as the Human Resource and Finance departments.

SECTION 303 JOB DESCRIPTIONS

All job descriptions shall accurately describe the duties and responsibilities of each employee position. Supervisors should review job descriptions on an annual basis to ensure that the job descriptions reflect the current duties and responsibilities of each position. Supervisors should update job descriptions as needed and submit such revised job descriptions to the appropriate Department Director and Human Resources Director for approval.

SECTION 304 COMPENSATION REVIEW

From time-to-time, changes occur in the responsibilities of a position that require review in order to determine whether such changes merit an adjustment to an employee’s job description, title, and/or compensation. Such adjustments may be made through a job audit or the discretion of the Mayor.

Because job audits have budgetary impacts, a request for a job audit should be initiated prior to the commencement of the annual budget process. -The following steps should be followed in regard to a job audit:

STEP 1: Request for Job Audit

A request for a job audit may be made by an employee, a Department Director, or the Mayor. A job audit request should only be made when an employee's responsibilities have changed as a result of reorganization, enhanced job duties, or change in work complexity. Although important, increase in work volume or outstanding performance is not a basis for a job audit.

When an employee requests a job audit, the employee must first submit such request to his/her Department Director for approval. If the Department Director approves of the job audit request, then the Department Director shall forward the request to the Human Resources Director.

When a Department Director requests a job audit of another employee, the Department Director shall notify the employee of the request and submit the request to the Human Resources Director. A Department Director may also request a job audit for his/her position.

In all cases, the following information shall accompany the job audit request:

- A copy of the most recently approved job description for the position subject to the job audit,
- A red-lined job description indicating the specific changes that have been made to the position since the most recently approved job description,
- Any additional background material that the employee or Department Director thinks is relevant to the requested job audit, and
- A completed "Position Description Questionnaire," form, which can be obtained through the Human Resources Department, may be requested to provide additional information.

STEP 2: Review by External Agency

Upon receipt of a job audit request and the additional information listed above, the Human Resources Director may submit the request and additional information to an external agency.

STEP 3: Final Decision by Mayor

The Mayor shall review such recommendations and approve or deny the request with or without modification. The Mayor shall make a decision on a job audit request within fifteen (15) calendar days of receiving a recommendation. The Mayor's decision is final.

STEP 4: Placement in Salary Matrix

If a job audit request results in a change in compensation, the Mayor shall assign the position to the proper grade and step in the salary matrix. The employee shall be assigned a new salary date coinciding with the new placement in the salary matrix.

SECTION 305 NEW POSITIONS

The Mayor and Department Directors may request new positions. -When requesting a new position, the Mayor or Department Director shall provide the following information to the Human Resources Director:

- a. A description of the position requirements and responsibilities, including required education, experience, and descriptions of the working conditions and physical requirements;
- b. Suggested salary and position title;
- c. A statement regarding the budget impact of the new position and proposed method of paying for such position;
- d. An organizational chart indicating the relationship of the new position to existing positions; and

- e. Any other relevant information that would justify the need for the new position.
- f. Upon receipt of such information, the Human Resources Director shall forward the request to the Mayor for consideration. If the Mayor approves of the request, and if the new position is included in the City's budget, then the Mayor shall assign the new position to the proper grade and step in the salary matrix. A job audit may also be requested for new positions in order to determine proper placement in the salary matrix.

SECTION 306 EMERGENCY EMPLOYEES

In emergency conditions, such as a natural or manmade disaster when circumstances require immediate additional personnel, a Department Director, or his/her designee, may hire emergency employees, upon the written approval of the Mayor, or his/her designee. An emergency employee shall be placed in an appropriate grade and be provided with appropriate benefits, as approved by the Mayor or his/her designee.

SECTION 307 TELECOMMUTING AGREEMENT

Telecommuting allows employees to work at home, on the road or in a satellite location for all or part of their work week. Telecommuting may be appropriate for some employees and jobs but not for others. Telecommuting is not an entitlement, it is not a citywide benefit, and it in no way changes the terms and conditions of employment with the City of Lewiston.

Temporary telecommuting arrangements may be approved for circumstances such as inclement weather, special projects or business travel. These arrangements are approved on an as-needed basis only, with no expectation of ongoing continuance. Other informal, short-term arrangements may be made for employees on family or medical leave to the extent practical for the employee and the organization and with the consent of the employee's health care provider, if appropriate. All informal telecommuting arrangements are made on a case-by-case basis, focusing first on the business needs of the organization.

PROCEDURES

Telecommuting can be informal, such as working from home for a short-term project, or a formal, set schedule of working away from the office as described below. Either an employee or a supervisor can suggest telecommuting as a possible work arrangement.

Any telecommuting arrangement made may be discontinued for any reason and at any time at the request of either the telecommuter or the City. Every effort will be made to provide notice of such change to accommodate commuting, child care and other issues that may arise from the termination of a telecommuting arrangement. There may be instances, however, when no notice is possible.

ELIGIBILITY

Individuals requesting formal telecommuting arrangements must be employed with the City for a minimum of 12 months of continuous, regular employment and must have a satisfactory performance record. Before entering into any telecommuting agreement, the employee and manager, will evaluate the suitability of such an arrangement, reviewing the following areas:

- Employee suitability. The employee and manager will assess the needs and work habits of the employee, compared to traits customarily recognized as appropriate for successful telecommuters.
- Job responsibilities. The employee and manager will discuss the job responsibilities and determine if the job is appropriate for a telecommuting arrangement.

- Equipment needs, workspace design considerations and scheduling issues. The employee and manager will review the physical workspace needs and the appropriate location for the telework.
- Tax and other legal implications. The employee must determine any tax or legal implications under IRS, state and local government laws, and/or restrictions of working out of a home-based office. Responsibility for fulfilling all obligations in this area rests solely with the employee.

For telecommuting that is ongoing or not short in nature a draft telecommuting agreement will be prepared and signed by all parties with final approval from the employee's Department Director. Telecommuting agreements must provide the justification, rationale, or cause for telework, as well as the timeline for which the agreement will be in place. Human Resources will serve as a resource with the employee and manager on the telecommuting agreement. A copy of the telework agreement will be submitted to Human Resources to be placed in the employee's personnel file.

Evaluation of telecommuter performance will include regular interaction by phone and e-mail between the employee and the manager, weekly face-to-face meetings to discuss work progress and problems, and will be consistent with that received by employees working at the office in both content and frequency but will focus on work output and completion of objectives rather than on time-based performance. An appropriate level of communication between the telecommuter and supervisor will be agreed to as part of the discussion process. The manager and telecommuter will communicate at a level consistent with employees working at the office or in a manner and frequency that is appropriate for the job and the individuals involved.

STAND-BY AND EXEMPT PERSONNEL

Employees who are designated as stand-by or on-call personnel and exempt employees who may be required to work after hours due to the nature of their responsibilities may work from home or a remote location during their designated stand-by periods or after normal business hours. These employees are permitted to perform their duties remotely to respond to calls, address urgent issues, or complete work that is necessary outside regular working hours. This flexibility supports operational efficiency while ensuring prompt response to critical city needs. See the below policy on use of equipment while working remotely.

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The following conditions apply to stand-by and exempt employees working remotely:

- Stand-by personnel should be prepared to respond to calls and emergencies as required and must ensure they have the necessary tools and technology to perform their duties from a remote location.
- Exempt employees working from home after hours are not required to record their time in the same manner as non-exempt employees but should communicate with their supervisor to ensure work priorities are being met.
- Any work completed from home during these periods should maintain the same standards of confidentiality, security, and performance as work performed in the office.

EQUIPMENT

On a case-by-case basis, the City will determine, with information supplied by the employee and the supervisor, the appropriate equipment needs (including hardware, software, modems, phone and data lines and other office equipment) for each telecommuting arrangement. The human resource and information system departments will serve as resources in this matter. Equipment supplied by the organization will be maintained by the organization. Equipment supplied by the employee, if deemed appropriate by the organization, will be maintained by the employee. The City of Lewiston accepts no responsibility for damage or repairs to employee-owned equipment. The City reserves the right to make determinations as to appropriate equipment, subject to change at any time. Equipment supplied by the organization is to be used for business purposes only. The telecommuter must sign an inventory of all City property received and agree

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to take appropriate action to protect the items from damage or theft. Upon termination of employment, all City property will be returned to the City, unless other arrangements have been made.

The City will supply the employee with appropriate office supplies (pens, paper, etc.) as deemed necessary. The employee will establish an appropriate work environment within his or her home for work purposes. The City will not be responsible for costs associated with the setup of the employee's home office, such as remodeling, furniture or lighting, nor for repairs or modifications to the home office space.

SECURITY

Consistent with the organization's expectations of information security for employees working at the office, telecommuting employees will be expected to ensure the protection of proprietary City and customer information accessible from their home office. Steps include the use of locked file cabinets and desks, regular password maintenance, and any other measures appropriate for the job and the environment.

SAFETY

Employees are expected to maintain their home workspace in a safe manner, free from safety hazards. Injuries sustained by the employee in a home office location and in conjunction with his or her regular work duties are normally covered by the City's workers' compensation policy. Telecommuting employees are responsible for notifying the employer of such injuries as soon as practicable. The employee is liable for any injuries sustained by visitors to his or her home worksite.

Telecommuting is not designed to be a replacement for appropriate child care. Although an individual employee's schedule may be modified to accommodate child care needs, the focus of the arrangement must remain on job performance and meeting business demands. Prospective telecommuters are encouraged to discuss expectations of telecommuting with family members prior to entering into an agreement.

TIME WORKED

Telecommuting employees who are not exempt from the overtime requirements of the Fair Labor Standards Act will be required to accurately record all hours worked using the City's time-keeping system. Hours worked in excess of those scheduled per day and per workweek require the advance approval of the telecommuter's supervisor. Failure to comply with this requirement may result in the immediate termination of the telecommuting agreement.

SECTION 308 INTERNS, EXTERNSHIPS, AND VOLUNTEERS

The Mayor must approve all interns. Interns may receive pay for their services and if so are considered temporary employees. Paid interns may not work full time more than five (5) months, or more than twenty (20) hours per week.

An internship might include:

- Substantial, project-based tasks allowing the intern to witness the primary business functions of the organization
- Working with team members to produce a project
- Networking and making connections with team members and/or clients
- Taking part in staff meetings

If an intern is working unpaid the following requirements are needed in order to be authorized:

1. Both parties understand that the intern is not entitled to compensation.
2. The internship provides training that would be given in an educational environment.
3. The intern's completion of the program entitles him or her to academic credit.
4. The internship corresponds with the academic calendar.

5. The internship's duration is limited to the period when the internship educates the intern.
6. The intern's work complements rather than displaces the work of paid employees while providing significant educational benefits.
7. The intern and the employer understand that the internship is conducted without entitlement to a paid job at the internship's end.

Externships are typically an unpaid shadowing of a respected industry professional during which the extern will observe daily duties. Externships are typically shorter than an internship, ranging from a day to about eight weeks. They are typically students and are conducted during winter break or spring break.

An externship might include:

- Observing and networking with professionals
- Taking a tour of City facilities
- Conducting informational interviews
- Sitting in on staff meetings
- Reviewing City literature

Volunteers can be individuals, unpaid interns, or organized community groups. Volunteers assist City employees with programs, special events, and service projects, and serve on various boards and committees. Volunteers may serve for a single event, or on a continual basis throughout the year. Volunteers are individuals who perform services for the City of Lewiston without compensation. Volunteers serve “at-will” and are not considered employees of the City. Accordingly, the City has the discretion to dismiss a volunteer at any time with or without cause and without prior notice. Each volunteer must complete a volunteer application, available on the City website, and comply with all other requirements of the department for which the volunteer will be volunteering. The department Director must approve all volunteers prior to volunteering. The department shall maintain records of volunteers’ hours. Volunteers may also be subject to a background check if their duties require them to work with children or vulnerable individuals. The department is required to clearly identify and communicate volunteer responsibilities to the Human Resources department to determine if a background check is necessary. All Lewiston Police Department volunteers and all Lewiston City Library homebound volunteer drivers will be subject to a background check.

SECTION 309 RESIDENCY REQUIREMENT

Employees are encouraged to live within the City limits. Employees who live outside City limits must be responsive to specific departmental policies and the needs of the City for emergency callback.

CHAPTER 4 – EMPLOYMENT

SECTION 401 PROOF OF RIGHT TO WORK

Under federal law, all new hires must produce original documentation establishing their identity and right to work in the United States, and complete INS Form I-9, swearing that they have a right to work in the United States. New hires may establish their identity and right to work in the United States by (1) providing documentation that establishes both their identity and employment authorization ("List A" documents) or (2) providing documentation that separately establishes their identity ("List B" documents) and their employment authorization ("List C" documents). All documents must be unexpired. Documentation must be produced within three business days of hire, or on the first day of any employment that is less than three business days. Required documentation must be presented to the Human Resources Department, which will be responsible for processing the documents.

Any one of the following documents may be used to establish both identity and employment authorization ("List A" documents):

1. United States passport;
2. Permanent Resident Card (Form I-551); Alien Registration Receipt Card (I-551);
3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa;
4. An Employment Authorization Document that contains a photograph (Form I-766);
5. In the case of a nonimmigrant alien authorized to work for a specific employer incident to status, a foreign passport with (Form I-94 or Form I-94A) bearing the same name as the passport and containing an endorsement of the alien's nonimmigrant status, as long as the period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form; or
6. Passport from the Federated States of Micronesia or Republic of the Marshall Islands with Form I-94A indicating non-immigrant admission under the Compact of Free Association between the U.S. FSM or RMI.

If an applicant cannot produce one of the documents listed above, two documents are required: one to prove identity and another to prove employment authorization.

The following documents are acceptable as proof of identity, but not employment authorization ("List B" documents):

1. A driver's license or I.D. card issued by a state or outlying possession of the United States, provided it contains a photograph or identifying information such as name, date of birth, gender, height, eye color, and address;
2. I.D. card issued by federal, state, or local government agencies or entities provided it contains a photograph or identifying information such as name, date of birth, gender, height, eye color, and address;
3. School I.D. card with photograph;
4. Voter's registration card;
5. U.S. military card or draft record;
6. Military dependent's ID card;
7. Merchant Mariner Card issued by the United States Coast Guard;
8. Native American tribal document;
9. Canadian driver's license; or
10. Individuals under the age of 18 who are unable to produce any of the identification documents listed in (1)-(9) may present a: a) school record or report card, b) daycare or nursery school record, or c) clinic doctor or hospital record only.

The following documents are acceptable to establish employment authorization, but not identity ("List C" documents):

1. A social security card, other than one that specifies on the face that the issuance of the card does not authorize employment in the U.S.;
2. A Certification of Birth Abroad issued by the Department of State (Form FS-545);
3. A Certification of Report of Birth issued by the Department of State (Form DS-1350);
4. An original or certified copy of a birth certificate issued by a state, county, municipal authority, or outlying territory of the United States, and bearing an official seal;
5. A Native American tribal document;
6. A United States Citizen Identification Card (INS Form I-197);
7. An Identification card for use of resident citizen in the United States (INS Form I-179); or
8. An employment authorization document issued by the Department of Homeland Security.

Authorization documents will be copied and placed with the employee's Form I-9 in a special file separate from the employee's Personnel File. These documents will be retained at least three years after the date of hire or one year after an employee's employment terminates, whichever is later.

SECTION 402 APPLICATION

All candidates for employment shall submit an application provided by the Human Resources Department of the City. The content of such an application shall be as prescribed by Human Resources and approved by the Mayor. The City relies upon the accuracy of information provided by an applicant in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentation, falsification, or material omission by an applicant in any of this information or data may result in revocation of any offer or immediate termination of employment, regardless of when it is discovered.

SECTION 403 SELECTION PROCESS

The selection process may consist of an evaluation of the candidate through personal interviews, performance, work samples, physical agility tests, written tests, references, medical examinations, or any combination thereof. All selection of employees and all employment decisions including classification, transfers, discipline, and discharge will be made without regard to race, color, national origin, ancestry, religion, creed, sex, age, marital or familial status, physical or mental disability, sexual orientation or gender identity/expression, or veteran's status. No job or class of jobs will be closed to any individual except where a mental or physical attribute, sex or age is a bona fide occupational qualification. Selection techniques shall be impartial and shall relate to those areas which, in the opinion of the Mayor or Human Resources Director, will adequately and fairly indicate the ability and quality of candidates under consideration to execute the duties and responsibilities of the position to which they seek to be appointed.

INTERVIEW CONSIDERATIONS TO BE AWARE OF

Special considerations may arise before or during the interview process. Some of those considerations include:

- A. Applicants with Disabilities: The City provides reasonable accommodations for applicants with disabilities. Accommodations might include a sign language interpreter, written rather than oral responses, large print or Braille material, or an accessible interview location. Interviews should be held in an office or conference room that is private and easily accessible to applicants with disabilities.
- B. Prohibited Questions: Human Resources pre-approves questions to be asked during interview sessions. Interviewers shall not ask questions about an applicant's age, birthplace, height, weight, marital status, child care arrangements, religion, sexual orientation, or financial status. Interviewers shall not ask questions about an applicant's health, medical conditions, job injuries, or workers' compensation claims.
- C. Pre-Interview Tests: A department may choose to administer a job-related test prior to the interview process to assist in screening applicants. The same test must be administered to all applicants who continue in the selection process. The test must be relevant to the knowledge, skills, and abilities required for the position. Tests must be reviewed and approved in advance by Human Resources.
- D. Post-Interview Tests: A department may choose to administer a job-related test to each applicant after the interview process. The same test must be given to all applicants who continue in the selection process. The test must be relevant to the knowledge, skills, and abilities required for the position. Tests must be reviewed and approved in advance by Human Resources.
- E. Veteran's Preference Idaho law (Idaho Code §§ 65-503A and 65-504, as amended from time-to-time) requires that qualified applicants who are war and disabled veterans be given preferential treatment when being considered for initial employment. An individual who qualifies for a veteran's

employment preference is entitled to a preference over other applicants for the same position who are not more qualified.

Upon completion of the selection process, the Mayor may make appointments from candidates based on the results of the testing and other relevant considerations. Such appointments will usually be upon the recommendation of the Department Director of the department in which the new appointee will be assigned and the Human Resources Director. All such appointments will only become effective after all necessary documents have been signed by the appropriate City officials and the new employee. Some positions may also require criminal background checks.

It is the standard practice of the City of Lewiston to recruit for every vacant position. However, after completion of a recruitment, the Human Resources Department may prepare and keep available an eligibility list consisting of the names of candidates who have been determined to be qualified for the position referred to as an "Open Employment List". A department may refer back to an Open Employment List to fill vacant positions. The City may provide qualified City employees preference over outside applicants without following the standard recruitment practice, see section 413 Promotion.

The types of eligibility lists shall be as follows:

- LAYOFF-REINSTATEMENT LIST: Consists of employees who have been laid off. Such employees may be considered for reinstatement on the basis of length of service and prior job performance.
- PROMOTIONAL LIST: Consists of employees who have qualified through the selection process and from which promotions or advancements to classes with higher salary ranges will be made.
- OPEN EMPLOYMENT LIST: Consists of candidates who have qualified through the application/interview process and from which appointments may be made.

The City will make reasonable accommodations for qualified individuals with known disabilities, unless doing so would result in an undue hardship. An employee should advise the Human Resources Director if he/she requires an accommodation to enable the employee to perform the essential tasks of the job.

SECTION 404 INELIGIBILITY OR DISQUALIFICATION

The Mayor may withdraw a candidate from consideration whose appointment is deemed to be contrary to the best interests of the City. Reasons for disqualification may include, but shall not be limited to, the following:

1. Failure to meet any of the requirements established for the examination or position for which he/she applies including failure to meet deadlines of the application process.
2. Failure to pass pre-employment drug testing.
3. Conviction of a felony or conviction of a misdemeanor involving behavior that is dishonest or immoral, deception, fraud, violence, or threats of violence.
4. Dismissal from a former position for any reason that would be cause for dismissal by the City.
5. Resignation from any position to avoid dismissal.
6. Deception or fraud in content of the application and/or other documents.
7. Disqualification or unsuitability for employment as specified in any City or applicable department rule or regulation.
8. Any other reason as determined by the Mayor.

SECTION 405 BACKGROUND CHECKS

The City of Lewiston is committed to hiring the most qualified applicants. Consequently, all offers of employment are conditioned on an applicant successfully passing the City's reference and other background

check processes. All employees and volunteers are subject to additional background checks being performed at any time during the course of their employment or service to the City.

The City's background investigation may include one or more of the following:

- **Criminal History Check:** At its discretion the City may conduct a criminal history check on all applicants or volunteers regardless of age. This check provides information regarding such things as warrants, civil and criminal filings, and driving records.
- **Fingerprint Check:** The City conducts fingerprint checks on all applicants and some volunteers 18 years of age or older. This check provides information regarding state and national criminal history records.
- **Polygraph Examination:** The City conducts polygraph examinations on positions assigned to the Police Department.
- **Miscellaneous Checks:** For certain jobs additional background investigations are conducted. For jobs involving significant financial accountability, the City may request a consumer report for employment purposes. This may include, but is not limited to information regarding the applicant's credit worthiness, credit standing, and/or credit capacity. Additionally, based on the required education qualifications of a position, the City may request a verification of education.

Applicants shall not begin work until after successfully passing all of the background investigations applicable to the position they will hold. Applicants that do not successfully pass these investigations are ineligible for hire or continued employment and the City's conditional offer of employment will be retracted.

The City retains sole discretion to determine whether to eliminate from consideration for further employment or volunteer service any individual who provides false, misleading, or willfully deceptive information.

Employees hired based on false information discovered after employment begins are subject to discipline, up to and including termination. Volunteers may be dismissed from service at any time.

DRUG TESTS

Applicants for safety sensitive positions within the City are required to take a post-offer drug test. Current employees who are transferring, promoting, demoting, or being reassigned from a non-safety sensitive position to a safety sensitive position are required to take a post offer drug test. A verified negative test result shall be received before an applicant may begin safety sensitive duties. Applicants for positions that require a commercial driver's license are required to take a post-offer Department of Transportation (DOT) drug test. Current employees who are transferring, promoting, demoting, or being reassigned to a position that involves the duties or activities that require a commercial driver's license (CDL) shall take a post-offer Department of Transportation (DOT) drug test. A verified negative test result shall be received before the applicant may begin work. Supervisor shall refer to the City's Commercial Driver's License policy for more information.

CRIMINAL HISTORY

An applicant, volunteer, or employee shall be disqualified for employment and volunteer service if the individual's record reveals any conviction of a violent crime composed of murder, non-negligent manslaughter, rape, robbery, or aggravated assault. Applicants, volunteers, or employees are not automatically disqualified from employment or volunteer service based on their criminal record, with the exception of violent crimes. For all other crimes, the City will consider the following factors in determining whether an individual is disqualified:

- A. The severity and nature of the offense or conviction;
- B. The period of time since and their age at the time the incident(s) under review occurred;
- C. The number and pattern of offenses and convictions;
- D. Activities since the incident, such as continuous employment, education, participation in treatment, payment of restitution, or any other factors that may be evidence of rehabilitation;

- E. The individual's criminal and employment record since the conviction, including withheld judgment, dismissal, suspension, deferral, commutation, or a plea agreement where probation or restitution was or was not required, a sealed record, or an order according to Section 19-2604, Idaho Code, or other equivalent state law;
- F. The falsification or omission of information on the application form and other supplemental forms submitted.

The term "conviction" includes: a guilty plea; "no contest" or similar plea; plea agreement where probation or restitution was or was not required; a sealed record according to Section 19-2604, Idaho Code, or other equivalent state law or similar result; suspension; commutation; pre-trial diversion; withheld or deferred judgment; bail forfeiture; or guilty finding.

The City reserves the right to consider additional criminal offenses as disqualifying. The City retains sole discretion to disqualify anyone from employment or volunteer service. If an applicant or volunteer is identified as having a pending criminal action for a crime, the City may consider this as disqualifying.

If an employee or volunteer is charged with a misdemeanor or felony offense while employed or volunteering with the City, it is their responsibility to notify their supervisor of the charge as soon as possible. Failure to do so could result in disciplinary action, up to and including termination. After notification by the employee or volunteer, their supervisor is required to notify Human Resources of the charge. The City will review the criminal charge(s) to determine if any policies have been violated, or whether the charge(s) reflect negatively on the employee's ability to perform his/her duties or on the City as an employer. Current employees and volunteers who work with children and/or vulnerable adults will be required to have a background check conducted every 3 to 5 years. Background checks are a condition of employment and volunteer service and refusal to participate could result in disciplinary action up to, and including termination.

The term "charged" includes a formal accusation of a misdemeanor or felony, including but not limited to getting arrested, a criminal complaint being filed, or a citation being issued.

SECTION 406 TEMPORARY ASSIGNMENTS

During an emergency or during any period of unusual workloads, the Mayor or the Director of any department may temporarily assign City personnel within any department or from one department to another department within the City. Requests for personnel shall be approved by the appropriate Department Directors. Interdepartmental charges shall not be made for employees so assigned. Employees who have been temporarily assigned hereunder shall receive their normal hourly rate of pay and benefits. Department Directors shall administer and coordinate a program for training City employees to ensure maximum utilization of employees during periods of temporary assignment.

SECTION 407 EMPLOYMENT OF RELATIVES

For the purposes of this section, "relatives" shall mean those relatives to the second degree of consanguinity (blood relation) or affinity (marital relation), which shall include spouses/domestic partner, children, brothers, sisters, half-brothers, half-sisters, step-brothers, step-sisters, parents, step-parents, aunts, uncles, nephews, nieces, first cousins, grandparents, grandchildren, and spouses of those persons.

1. Relatives of elected City officials shall not be appointed to employment with the City as per Idaho Code 18-1359(3).
2. An employee holding a position prior to the election of a local government official, who is related within the second degree, shall be entitled to retain his or her position as per Idaho Code 18-1359(5a).

3. Relatives of employees shall not be appointed, transferred, promoted, or demoted or work in any position where a relative would be in a supervisory chain of the current employee.
4. Relatives of employees will not be given preferential treatment.
5. If two employees marry and are in the same chain of command, the City may select either employee at its discretion and require the selected employee to transfer or leave the organization. ~~The City reserves the right to determine in all cases if a close enough familial relationship exists to prohibit a supervisory relationship. While the organization has no prohibition against hiring relatives of employees, close family members such as parents, children, spouses, siblings, or in-laws will not be hired into or transferred to positions where they directly or indirectly supervise or are supervised by another close family member.~~
6. The provisions of the foregoing sections apply to temporary employees.
7. Employees or relatives of employees are prohibited from contracting with the City for the provision of goods and services unless there are no other vendors available for the specific goods or services within a one hundred fifty (150) mile radius or the contract is approved by the Mayor.

SECTION 408 EMPLOYMENT OF MINORS

Employees in Idaho under age 18 are considered minors and may be employed only under the following guidelines. The duties and days and hours of work by minors are restricted by the terms and conditions of the provisions of Idaho and federal law.

Minors under the age of 16 may not work:

- More than 54 hours in any week;
- More than nine hours in a day;
- Before 6:00 ~~A.M.~~; or
- After 9:00 ~~P.M.~~.

SECTION 409 INTRODUCTORY PROBATIONARY PERIOD

~~Employees who are covered under a collective bargaining agreement in which employment is for cause or just cause, shall successfully complete the introductory probationary period in order to retain their positions.~~ The introductory probationary period shall be regarded as part of the testing process. This period shall be utilized for closely observing the employee's work, to determine whether the employee has the skills and other qualifications needed to successfully perform the job for which the employee was hired, and for rejecting any introductory employee whose performance does not meet acceptable standards of work. ~~Employees All new employees and employees who have been promoted to new positions, who are covered under a collective bargaining agreement in which employment is for cause or just cause, shall successfully complete the introductory probationary period in order to retain their positions.~~ Introductory probationary periods do not apply to employees who are non-represented at-will employees.

The introductory probationary period shall be for a minimum of twelve (12) consecutive months of actual service from the date a new employee begins work or the date a promoted employee begins his or her new position, unless stated differently within an employee's collective bargaining agreement. Upon written request of a Department Director, the Mayor may grant an extension of the introductory probationary period up to a maximum of three (3) months beyond the end of the original introductory probationary period. If an employee has served in an "Acting" capacity, that period of time served shall apply to their promotional introductory probationary period.

Upon the conclusion of the introductory probationary period, the Supervisor shall submit a performance evaluation to Human Resources. All actions changing an employee's status must be approved by the Mayor.

During the introductory probationary period, a new employee may be released from employment at any time without cause by the Mayor. Written notification of such a release shall be served on the introductory probationary employee and a copy filed with Human Resources. An employee who fails to satisfactorily complete the introductory probationary period of a promotion may be returned to his/her previous position, provided a position is available. If the former position has been filled, other vacancies for which the employee is qualified may be considered for placement by the Mayor. If no positions are available for which the employee is qualified, he/she may be discharged from employment, subject to sections 84405 (Demotion and Termination), 84406 (Right of Appeal), and 84407 (Name Clearing Hearing) of this policy.

SECTION 410 PERFORMANCE EVALUATIONS

The City will conduct periodic performance reviews for employees annually, at minimum. It is recommended that newly hired employees receive a 6-month probationary check in evaluation.

The purposes of the review are to evaluate the employee's current level of performance, to examine the progress made since the last review, and to establish goals for the employee's next review. During their performance reviews, employees are encouraged to discuss any issues raised, as well as any opportunities for advancement or career development within the City.

After receiving their performance evaluations, employees will be required to sign the evaluation acknowledging that they have received the evaluation and are aware of its contents. A copy of the performance evaluation will then be placed in the employee's personnel file. In addition to these formal performance evaluations, the City encourages employees and supervisors to discuss job performance on a frequent and ongoing basis.

Satisfactory performance reviews will not necessarily result in wage increases. Likewise, unsatisfactory performance reviews typically will not result in wage decreases. Rather, wage adjustments may be made at any time in the sole discretion of the City and depend on a number of factors, including for example, performance, productivity, seniority and other lawful factors contemplated by the City.

SECTION 411 REAPPOINTMENT

Any regular employee who has resigned from the City's service in good standing may, upon his/her written request, be considered for reappointment to a position in the same or similar position in the City service within one (1) year of such resignation. Such reappointment may be made without benefit of additional examination and may take precedence over eligibility lists; but in no event shall it be mandatory for any Department Director to reappoint a former employee should he/she desire not to do so.

Any employee who is reappointed shall be considered a new employee and shall have no vested interest in or be entitled to any benefits accrued during any previous employment with the City except retirement system benefits. The reappointed employee shall be subject to the requirements of the appropriate retirement system of which the employee was a previous active member.

SECTION 412 TRANSFER

No regular employee shall be transferred to a vacant position for which he/she does not possess the minimum qualifications. Upon approval by the Mayor, the Department Director may transfer an employee at any time from one position to another. The transfer of a regular employee from one department to another

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may only be made with the consent of the employee and the approval of the Department Director, unless the Mayor orders the transfer for purposes of economy and efficiency.

If within six (6) months of the effective date of a transfer, the transferred employee is found not suitable in the new position, or if that position is eliminated and the employee's performance in the original position had been satisfactory, the employee may be transferred back to his/her original or a similar position, provided that position is still vacant. Transfers shall not be used to effect a promotion, demotion, advancement or reduction, each of which may be accomplished only as provided in this Policy.

SECTION 413 PROMOTION

Promotional selection for vacancies shall be conducted as the needs of the City require. -The City encourages the advancement of personnel within City service. Qualified City employees may be given preference over outside applicants to fill vacancies without following the notice and selection procedures normally required for hiring new employees. If the internal preference process is used, it should be completed prior to seeking outside applicants for the position.

SECTION 414 DEMOTION

The Mayor may demote an employee for any of the following reasons:

1. An employee's ability to perform his/her required duties falls below acceptable standards,
2. Disciplinary reasons set forth in Section ~~844~~01 of this Policy,
3. When his/her position is eliminated,
4. When an employee requests such demotion, and/or
5. For any other reasonable grounds approved by the Mayor.

No employee shall be demoted to a classification for which he/she does not possess the minimum qualifications. Written notice shall be given to an employee with the appropriate facts at least fourteen (14) days before the effective date of the demotion.

SECTION 415 WORK BREAKS

Non-exempt employees that work eight (8) continuous hours or longer a day are eligible to receive two fifteen minute paid breaks during the scheduled workday. Unless the supervisor allows otherwise, one break is to be taken during each half-day or shift. Non-exempt employees working more than four (4) hours, but less than eight (8) hours are eligible to receive one fifteen minute paid break during the scheduled work day. Non-exempt employees working four (4) continuous hours a day or less, may receive one paid fifteen-minute break at the supervisor's discretion. Or as otherwise written in an employee's Collective Bargaining Agreement.

The time of a break is at the supervisor's discretion. Accumulating any unused break periods or using break periods as the basis for starting late, leaving early, or extending a meal period is prohibited.

BREAK TIME FOR NURSING MOTHERS

Departments are expected to provide reasonable break time for an employee to express breast milk for her nursing child for one year after the child's birth each time such employee has need to express the milk. The frequency of breaks needed to express milk as well as the duration of each break will likely vary.

Departments shall provide a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by an employee to express breast milk. A bathroom, even

if private, is not a permissible location under the Patient Protection and Affordable Care Act. The location provided must be functional as a space for expressing breast milk. If the space is not dedicated to the nursing mother's use, it must be available when needed in order to meet the statutory requirement. A space temporarily created or converted into a space for expressing milk or made available when needed by the nursing mother is sufficient provided that the space is shielded from view, and free from any intrusion from co-workers and the public. Breaks taken for the purpose of expressing milk are unpaid.

MEAL PERIODS

Supervisors may authorize an unpaid 30 minute or longer meal period for non-exempt employees. Non-exempt employees shall be paid for any meal period during which the employee is not completely relieved from duty or that is less than 30 minutes. The time of a meal period is at the supervisor's discretion. Employees are not permitted to use meal periods as the basis for starting late, leaving early, or extending a meal period, unless authorized by the Department Director or designee. Employees may not skip meal periods as a way to permanently or long term alter or shorten their work day.

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SECTION 416 REHIRE ELIGIBILITY AND SERVICE RECOGNITION

Where business needs dictate, it is the policy of ~~the~~ City to rehire former employees who: a) voluntarily left City employment or b) were laid off due to business slowdown(s). To be eligible for rehire, former employees must have possessed a satisfactory record of service. This policy sets forth ~~the~~ City's philosophy governing eligibility for reemployment and associated bridging of service (service recognition), where appropriate.

ELIGIBILITY FOR REHIRE

Employees who were part of a reduction in force, as well as those employees who voluntarily resigned, will be eligible for rehire as long as they had a satisfactory work record while employed by ~~the~~ City and separated employment with ~~the~~ City in good standing.

INELIGIBILITY FOR REHIRE

Former employees who had a less-than-satisfactory work record appropriately noted at termination as not being eligible for rehire are excluded from rehire consideration. Employees who were involuntarily terminated by ~~the~~ City, or who separated employment not in good standing, or who were laid off (with a less-than-satisfactory work record) will not be considered for rehire.

SERVICE RESTORATION RULES FOR ELIGIBLE EMPLOYEES

The City will recognize prior service for leave accruals and seniority if a rehired employee's break in service is shorter than the previous employment service.

Rehired employees leave accruals, seniority, and service date will be reset if the break in service is longer than the original period of employment. If a former employee with less than one year's prior service is rehired, the employee will be considered a new employee and will not be eligible for prior service recognition for seniority or ~~leave accruals~~ ~~benefits plan participation~~ purposes.

~~If a former employee with more than one year's prior service is rehired, the employee's seniority and eligibility to participate in City benefits plans will be bridged if the employee is rehired and the period of prior City service exceeded the duration of the period of absence. Service recognition will include prior service recognition for accrued leave plans.~~

~~If a former employee with more than one year's prior service is rehired and the duration of the period of absence exceeded the period of prior City service, the employee will be considered a new employee and will not be eligible for prior service recognition for seniority or benefits plan participation purposes.~~

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REHIRE SERVICE DATE ADJUSTMENT

When recognition of prior service is granted, a rehired employee's City service date will be adjusted in accordance with the service restoration rule.

CHAPTER 5 – COMPENSATION

SECTION 501 COMPENSATION PLAN PREPARATION

The Mayor, or such other person or agency selected for that purpose, shall prepare a Compensation Plan showing for each grade minimum and maximum salary steps and such intermediate steps as deemed desirable. The City may change general compensation for any reason deemed appropriate by the City Council. Compensation may also be adjusted based upon job performance, reclassification of a position, and the availability of funds to maintain a solvent City budget. Hours worked may be reduced or employees may be laid off as necessary to meet budgetary constraints or as work needs change. In arriving at ranges for positions, the following shall be taken into consideration:

1. Prevailing rate of pay for comparable work in other public agencies,
2. Difficulty and responsibility of work,
3. The City's financial condition and policies, and
4. Other applicable conditions.

The Compensation Plan shall comply with all state and federal pay acts governing compensation. After consideration and adoption by the City Council, the Compensation Plan shall be applied to all applicable positions.

SECTION 502 ADMINISTRATION OF COMPENSATION PLAN

The Mayor shall administer the Compensation Plan for all employees.

1. The Mayor may make an appointment to a position on the scale based on the candidate's qualifications and experience.
2. Salary dates shall be established as follows: Employees appointed, promoted or who are granted a step increase, shall have a new salary date for the purpose of eligibility for consideration of future salary step increases.
3. The Mayor may adjust salary practices consistent with the Compensation Plan.

SECTION 503 ADVANCEMENT WITHIN SALARY RANGE

In order to properly compensate an employee, advancements in pay shall be based on the employee's satisfactory work performance, time in service, and completion and attainment of other specific advancement requirements outlined for the position. No advancement in the salary matrix will occur without an employee achieving a "competent" performance rating in their annual evaluation. An employee's step increase will take place annually on the employee's anniversary date, or last pay increase. Last pay increase could be an employee's promotion date or approved midyear pay increase. Supervisors are responsible for providing a Change of Status form prior to an employee's step date.

Individuals in an "acting" capacity are being paid at the "acting" positions rate of pay, and therefore will not receive their step increase in their regular or "acting" position should their anniversary date occur while in "acting" position. If the employee stops "acting" and is returned to their regular position they will be placed at the step in grade they would have received had they not been in an "acting" position. If an employee is

promoted into the “acting” position the employee’s evaluation and step date change to when the employee first started in the “acting” position.

SECTION 504 SALARY FOLLOWING PROMOTION

When an employee is promoted to a position in a higher pay range, that employee shall be assigned to the first step in the higher pay range above his/her current pay. The Mayor may approve assignment to any other step in the higher pay range dependent upon internal equity and/or external market conditions. A new salary date shall be established for the purpose of eligibility for consideration of future step increases.

SECTION 505 SALARY FOLLOWING DEMOTION

In the case of a demotion of any employee to a class with a lower maximum pay rate, such employee shall be assigned to the appropriate pay step in the new class as recommended by the Human Resources Director and approved by the Mayor. The employee shall retain his/her previous salary date.

SECTION 506 SALARY FOLLOWING TRANSFER/ACTING APPOINTMENTS

In the case of the transfer of any employee from one position to another, the employee shall receive pay in the grade and step appropriate to his/her qualifications. In some cases the transfer may result in a loss of pay, when the transfer is to a lower classification. A new salary date will be established following a transfer. When an extended illness, leave of absence or a resignation creates a need to fill a position, the Mayor may appoint a qualified employee to that vacancy on an “Acting” basis. During the term of employment, the employee shall receive such rate of pay commensurate with his/her qualifications and consistent with his/her responsibilities. The “Acting” appointment shall not exceed five (5) months without reappointment by the Mayor.

SECTION 507 REVISION OF RANGES

When a range for a given grade is revised upward or downward, the employees in the grade affected shall have their salary adjusted to the appropriate step in the new range.

SECTION 508 SALARY ON POSITIONS “AT MAXIMUM STEP”

Employees' advancement through the salary scale will end at the maximum step, which is the last step in the employee's grade on the salary scale. Once the maximum step is achieved an employee remains at that maximum step until such time that the salary scale is adjusted and it provides additional steps, or the employee is reallocated to a different grade that has a higher maximum pay rate.

If a position is reallocated to a range that has a higher maximum pay rate, the employee shall have her/his salary adjusted to a step in the higher range that is closest to, but not less than, the employee's current salary and the employee shall be assigned a new salary date.

If an employee is reallocated to a position in a lower range, the salary of the incumbent shall be considered at the step closest to, but not less than, the current step unless they are over the maximum step for the new range (AT MAX). The salary date of the incumbent shall not change. Such AT MAX salary shall remain in

effect until the salary increases accordingly by a market adjustment, compensation review, or some other method approved by the Mayor.

SECTION 509 SAFE HARBOR POLICY FOR EXEMPT EMPLOYEES

It is ~~T~~he City's policy and practice to accurately compensate employees and to do so in compliance with all applicable state and federal laws. To ensure employees are paid properly and no improper deductions are made, employees must review their pay stubs promptly to identify and to report all errors.

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If the employee believes a mistake has occurred or if the employee has any questions, the employee should use the reporting procedure outlined below.

Exempt salaried employees receive a salary which is intended to compensate for all hours worked for ~~T~~he City. This salary will be established at the time of hire or when the employee becomes classified as an exempt employee. While it may be subject to review and modification from time-to-time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work performed.

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Under state law, salary is subject to certain deductions. For example, the employee's salary can be reduced for the following reasons:

- full-day absences for personal reasons;
- full-day absences for sickness or disability, if the available paid sick leave has been exhausted;
- intermittent absences, including partial-day absences, covered by the federal Family and Medical Leave Act, if other available paid leave has been exhausted;
- to offset amounts received as payment for jury and witness fees or military pay;
- during the first or last week of employment in the event the employee works less than a full week; and
- any work week in which the employee performs no work for ~~T~~he City.

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Salary also may be reduced for certain types of deductions, such as the employee portion of health, dental or life insurance premiums; state, federal or local taxes, social security; or, voluntary contributions to a 401(k) or pension plan.

In any workweek in which the employee performed any work, the employee's salary will not be reduced for any of the following reasons:

- partial-day absences for personal reasons, sickness or disability;
- absence on a holiday when the facility is closed or because the facility is otherwise closed on a scheduled workday;
- absences for jury duty, attendance as a witness or military leave in any week in which the employee has performed any work; and
- any other deductions prohibited by state or federal law.

If employees believe they have been subject to any improper deductions, they should immediately report the matter to the Human Resources Director. If the Human Resources Director is unavailable or if employees believe it would be inappropriate to contact that person (or if they have not received a prompt and fully acceptable reply), they should immediately contact the Finance Department.

Every report will be fully investigated and corrective action will be taken where appropriate, up to and including termination for any employee who violates this policy. In addition, ~~T~~he City will not allow any form of retaliation against individuals who report alleged violations of this policy or who cooperate in the

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investigation of such reports. Retaliation is unacceptable, and any form of retaliation in violation of this policy will result in disciplinary action, up to and including termination.

SECTION 510 ESTABLISHED WORK HOURS/WORK WEEK

City business hours are from 8 ~~A.M.~~ to 5 ~~P.M.~~, Monday through Friday. Employees will be assigned a work schedule and will be expected to begin and end work according to the schedule. To accommodate the needs of the business, at some point ~~T~~the City may need to change individual work schedules on either a short-term or long-term basis.

The established workday for employees shall be eight (8), nine (9), or ten (10) hours. The established workweek for employees shall be eighty (80) hours within a fourteen (14) consecutive day period. A Department Director or the City Mayor may modify employee work hours consistent with the needs of the City. For the purposes of payroll, the workweek begins on Saturday at 12:01 ~~A.M.~~ and runs through 12:00 ~~A.M.~~ (midnight) on Friday. Reference the City's 9/80 Schedule Administrative Policy for information and policy for those employees who have been approved to work a 9/80 schedule.

SECTION 511 TIME AND ATTENDANCE REPORTS

Employees are expected to report for their work assignments at the time and place designated by their supervisors. Employees are to accurately report their time. Each supervisor shall review and approve attendance records for all employees. Regular time and attendance reports will be provided by each department to the finance department, within payrolls required submittal time for processing before the end of each pay period. Employees are to review their pay and deductions and contact Payroll immediately of any discrepancies in regards to time worked, leave hours, or deductions.

SECTION 512 PAYROLL

An annual calendar is published establishing payroll dates, including deadlines to submit time, to ensure that pay is processed in a timely manner. Salaries and wages are paid biweekly (26 pay periods), every other Thursday. Should the payday fall on a holiday, the previous workday shall be the payday. Under no circumstances will the City make advance payments to any employee. Employees are to keep their personal information with the City current including address and contact information. All payroll changes such as promotions, job changes, demotions, reclassifications, etc. will begin at the start of a pay period unless the circumstances around the change require the change to be made at the start of a week. Alternate change dates other than the start of a pay period shall require Finance and Human Resources preapproval. Status Changes are to be submitted to Human Resources prior to head of any change in an employee's pay.

DIRECT DEPOSIT

It is the City's preference that an employee request direct deposit as their method of pay. Direct Deposit Forms should be completed with designated financial accounts. Employees may designate no more than three (3) bank accounts into which their net pay can be electronically deposited. Direct deposit elections remain in effect until the employee files a change authorization or cancellation.

If an employee selects to not participate in direct deposit their paycheck will be mailed each payday to the address that Human Resources has on file. Checks may not be picked up and will not be provided to departments for distribution. Checks will not be distributed prior to the scheduled pay date. When an employee separates or retires their payouts for Vacation Leave, earned Wellness Day, Floating Holiday, and earned Compensatory Time will be paid out in a separate paycheck or direct deposit from their regular earnings.

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PAYROLL DEDUCTIONS

Concerted effort is made for the City's Payroll division that they are not over burdened with individual requests for miscellaneous deductions. Therefore, the following payroll deductions are allowed:

- a. Deductions required by law and contracts. For example, Federal and State withholding tax, Social Security Tax, City and or State Retirement Systems and Group medical premiums.
- b. Court ordered deductions such as child support garnishments.
- c. Deductions made on the written authorization from each employee, such as supplemental insurance deductions like life insurance or deferred compensation plans.
- d. Any such other deductions as approved by the Mayor.

GARNISHMENTS

The City complies with applicable state and federal laws regarding the garnishment and assignment of wages. Repeated garnishments for multiple debts can be grounds for discharge or other discipline as provided by applicable laws.

SECTION 513 DIRECTED TIME OFF

Except as otherwise provided in a collective bargaining agreement, when a nonexempt employee is required by his/her supervisor to work beyond his/her regular work hours during a forty (40) hour workweek, the supervisor may direct the employee to take time off during that same workweek equal to the extra time worked. If the supervisor is unable to direct the time off during the same workweek, the hours worked beyond forty (40) hours within the workweek shall be compensated at the rate of 1½ times the employee's regular hourly rate of pay, or compensatory time may be elected by the employee at 1½ times for those hours worked beyond the forty (40) hours. The foregoing section does not apply to FLSA exempt employees.

SECTION 514 OVERTIME POLICY

It is the policy of the City to avoid the necessity for overtime work. Overtime work shall be authorized when overtime is necessary and consistent for the efficient operation of the various departments and when in the best interest of the City, but shall be kept at the minimum necessary to accomplish the project, event, or particular need.

In order to earn compensation for overtime, an employee must have his/her supervisor's and/or Department/Division Manager's prior approval. Overtime work required to meet an emergency situation does not require advance approval, but must be approved by the immediate supervisor for payroll purposes. Approval for overtime will be documented and retained by each department, subject to audit. It shall be the responsibility of the ~~supervisor~~ Department Director or Division Manager to see that overtime hours are reported and submitted on the employee's time card for payment of all overtime and compensatory time earned during the appropriate work week.

In accordance with the Fair Labor Standards Act (FLSA), as amended from time-to-time, the City shall compensate covered employees for authorized overtime as follows: Overtime work for all covered employees shall be defined as any time worked beyond (40) hours within a workweek. Except as provided in Section 514, Directed Time Off, overtime shall be compensated for at the rate of 1½ times the employee's regular hourly rate. When necessary to call out employees for emergency overtime work, minimum payment for each call out shall be two (2) hours pay at 1½ times their regular hourly rate of pay.

Authorized overtime for work performed on recognized holidays shall be compensated for at the rate of 2 times ~~twice~~ the employee's regular hourly rate for the standard work day (straight time for hours worked plus holiday pay for the standard work day), except for those employees who are regularly scheduled to work on

holidays. ~~Employees regularly scheduled to work on holidays are paid This straight time for hours worked plus their regularly scheduled work day as a holiday.~~ The foregoing section does not apply to FLSA exempt employees or certain part-time employees per federal or state law and regulations.

SECTION 515 COMPENSATORY TIME

Except as provided in Section 513, Directed Time Off, upon approval of the supervisor, a non-exempt employee may elect to receive compensatory time (comp time) at the rate of 1½ ~~times the for~~ hours worked in excess of forty (40) hours in a workweek. Accrual of compensatory time shall not exceed one hundred twenty (120) hours. The City shall have the right to schedule employees for and to require the use of compensatory time. ~~The supervisor-employer~~ and employee shall try to mutually agree on the scheduling of compensatory time. The accumulation and use of compensatory time will be documented and approved by a supervisor. ~~Such records will be retained by each department, subject to audit. Regular reports of the accumulation and use of compensatory time will be submitted to the Finance Department as part of the regular payroll reporting activity.~~ The foregoing section does not apply to FLSA exempt employees.

Temporary and exempt employees are unable to accrue compensatory time. In accordance with FLSA, for any hours worked in excess of forty (40) in a workweek temporary employees shall be compensated ~~Overtime~~ pay, at a rate of 1½ times the employees regular rate of pay.

SECTION 516 STANDBY STATUS AND ~~CALL OUT PAY~~STANDBY PAY

When it is necessary to require an employee to be available ~~to respond to after-hours work-related incidents, for emergencies, y call out~~ or other services, such employee shall be on a standby status. ~~The Mayor shall establish policies and procedures setting forth the conditions and obligations of standby status The foregoing section does not apply to FLSA exempt employees, unless approved by the Mayor.~~

STANDBY STATUS Standby Duty

~~Standby status is~~ A period outside regular working hours during which an employee is required to be available to respond to work needs if called. ~~Employees in Standby status shall be reachable by phone or other designated communication methods, be fit for duty and able to report to work within the time specified by the department, and stay within a reasonable distance to ensure timely response. Department supervisors or designees are responsible for preparing and communicating standby schedules.~~

Except as otherwise provided in a collective bargaining agreement, compensation for standby duty will be granted at the rate of one (1) hour of payment at the employee's regular hourly ~~normal~~ rate of pay for each six (6) hours ~~in~~ standby ~~duty~~status.

CALL OUT PAY

~~In Person Call Outs: Employees who are called into the workplace outside of their regular shift will receive~~ When called to work during standby periods, the employee will receive a minimum credit of two (2) hours for each call out and will receive callout pay to be paid at 1½ times his/her regular hourly rate of pay for each hour worked. ~~Time worked beyond the two hours will be compensated in half an hour increments. If called back in during a two-hour period, an employee does not receive an additional two hours but will earn any time worked beyond those two hours. Employees are not allowed to "double up" on their two-hour minimum call out periods. Call out pay cannot be earned as compensatory time, unless otherwise approved by the Mayor.~~

When called for an in person call out, any of the following six city recognized holidays the employee shall receive call out pay at 2 times his/her regular hourly rate of pay for hours worked. The employee will still

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receive holiday pay for their standard work day. The foregoing section does not apply to FLSA exempt employees.

- 4th of July
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- New Years Day

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Remote Call Outs (Phone/Text/Computer): If an employee resolves an issue via phone, text, or remote system access, the following will apply:

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- Compensation will be 1.5 times their regular hourly rate.
- Employees will be paid in 15-minute increments, with a minimum of 15 minutes per incident.
- Multiple phone/text contacts within a 30-minute window may be consolidated and paid as a single incident.
- The 2 hour minimum does not apply to call outs under this section.
- Remote Call Outs are excluded from receiving the extra call out compensation on holidays. That pay is specific to call outs for which an employee has to respond in person.

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DOCUMENTATION

All standby hours, remote responses, and in person call outs must be recorded accurately and submitted per payroll guidelines. Call outs must be documented, including time of contact, type of issue, response method, and time spent. Supervisors are responsible for reviewing and approving call out time.

SECTION 517 TRAVEL TIME FOR NON-EXEMPT EMPLOYEES

Non-exempt employees are paid for travel time in accordance with state law. Please see [The City's Travel Administrative Policy](#) for additional information regarding travel for City employees.

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CHAPTER 6 – LEAVE PROVISIONS

SECTION 601 SICK LEAVE

Sick Leave is a benefit to provide relief to the employee when an illness or injury prevents the employee from working productively or safely, or when an immediate family member's (spouse/domestic partner, child, and parent) illness presents no practical alternative for necessary care. Sick leave shall be requested only in cases of actual sickness or disability, medical or dental treatment, and Bereavement Leave. The employee requesting sick leave shall notify his/her supervisor or Department Director at least one (1) hour prior to time set for reporting to work. Sick leave with pay shall not be allowed unless the employee has accrued sick leave and his/her Department Director has approved such payment. For the purpose of this policy domestic partner is defined as someone who meets the criteria as listed in Section 601 Benefits.

ELIGIBILITY

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

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EARNED SICK LEAVE

Sick leave earned for regular Full-time employees shall be earned at the rate of eight (8) hours each calendar month that an employee has worked regularly scheduled hours and/or has been on an authorized leave that provides for full pay for at least ten (10) working days in that month. Regular Part-Time employees who work 20 hours or more per week, 52 weeks of the year, with consistently the same hours and schedule shall earn Sick Leave prorated to the amount of hours the employee works. An employee is not eligible to earn Sick Leave while in an unpaid leave status, or on an extended leave of absence greater than 12 weeks even if utilizing accrued leave.

USE OF SICK LEAVE

Sick leave may be requested and used as approved by the employee's supervisor. An employee covered under FLSA may not perform work-related duties while using sick leave. Any performance of work-related duties must be reported to the employee's supervisor or the Human Resources Director. FLSA exempt employees may use sick leave in half-day increments per FLSA laws regarding public employees. The City may require the employee to provide a doctor's note, or require, at the City's expense, an independent review of reported illness by a competent medical authority. In cases of illness, disability, or injury, when an employee has exhausted his/her Sick leave, he/she may request earned Vacation Leave and/or Compensatory hours be used. If an employee has exhausted all available sick leave under this policy, ~~the~~ the City reserves the right to apply accrued Vacation or Compensatory time ~~PTO~~ for any absences related to the outlined sick leave usage above.

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ACCUMULATION AND SICK LEAVE BENEFITS UPON SEPARATION

Sick leave may be accumulated up to nine hundred sixty (960) hours. ~~Employees who separate from the City in good standing after five (5) years of service will be eligible for payment of twenty-five percent (25%) of their earned sick leave to a tax-free medical expense reimbursement account (VEBA).~~ Employees who separate from the City for any other reason (other than in good standing) are not eligible for payment of their earned sick leave into VEBA, unless otherwise authorized by the Mayor.

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

SECTION 602 VACATION LEAVE

ELIGIBILITY

Regular Full time employees shall earn accrued Vacation Leave each pay period based on the below schedule. Regular Part-Time employees who work 20 hours or more per week, 52 weeks of the year, with consistently the same hours and schedule shall earn Vacation Leave prorated to the amount of hours the employee works. As an example, a regular part-time employee who works 32 hours each week (80% of a 40-hour work week), will accrue 80% of the vacation hours outlined in the below schedule. Employees can take vacation based on hours accrued and subject to the Department Director's approval. Paid vacation shall not exceed the amount of vacation time the employee has actually accrued. Temporary and Part Time employees working less than 20 hours per week or inconsistent hours shall not earn vacation. An employee is not eligible to earn Vacation Leave while on a full-in-an leave without pay/unpaid leave status, even while on approved FMLA. An Employee will not earn vacation leave beyond their period of protected FMLA or on medical leave of absences will earn vacation leave greater than 12 weeks, even if utilizing accrued leave.

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

USE OF VACATION

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

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

Employees are prohibited from working for the City while taking Vacation Leave. FLSA exempt employees shall only be allowed to use Vacation Leave in increments equal to the length of his/her regular workday. If an employee exhausts their accrued Vacation Leave they are not allowed to use Sick Leave, unless the employee is off work due to a Sick Leave related event or Family Medical Leave, and has received supervisor approval. An employee may utilize earned Compensatory time, earned Wellness Day, Floating Holiday, or request Leave without Pay when Vacation Leave is exhausted.

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

VACATION ACCRUAL DURING LEAVES OF ABSENCE

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

HOLIDAYS OCCURRING DURING VACATION

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

VACATION FOR FAMILY CARE AND MEDICAL LEAVE PURPOSE

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

VACATION PAY AT SEPARATION

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

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bargaining agreement. Employees who do not leave in good standing are not eligible for payment of earned vacation, unless otherwise approved by the Mayor.

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

SECTION 603 PAID HOLIDAYS

REGULAR HOLIDAYS FOR PAY PURPOSES

Regular ~~part time employees who work 20 hours or more per week and regular full time and exempt~~ employees shall have the following holidays off with pay: New Year's Day, Idaho Human Rights Day/MLK Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve Day, Christmas Day, one (1) day of the employee's choice (floating holiday), and any other day declared a holiday by the Governor of the State of Idaho in response to a specific event or Presidential Declaration, i.e. a day of mourning for a sitting President. An employee eligible for holidays shall not receive holiday pay if the employee is on leave without pay status.

Regular Part Time employees who work 20 hours per week or more, working consistently the same hours per week, 52 weeks of the year, will receive holiday pay prorated to their hours worked in a workweek. Part time regular employees may need to supplement their holiday pay with vacation in order to receive pay for their regular hours on the day of the holiday. Part time regular employees whose regular day off falls on a holiday shall be allowed to take the holiday on another day in the week. Part time regular employees will not receive pay for the holiday plus hours worked for the same day. Non-exempt employees must work their scheduled workday before and after the holiday in order to be eligible for holiday pay, unless the employee is absent with prior permission from their supervisor.

When any day recognized as a holiday by the City falls on a Sunday, the following Monday shall be considered the holiday. When any day recognized as a holiday by the City falls on a Saturday, the preceding Friday shall be considered the holiday. Holidays that occur during an eligible employee's vacation ~~PTO~~ will not be counted as vacation days taken. In the event ~~of~~ Christmas Eve and Christmas occurring ~~ing~~ on Friday and Saturday or Sunday and Monday, the Mayor may designate appropriate days for the official City holidays. Some divisions may require modification of City-wide holidays based on operation and the needs of the City. Advance notification will be provided to employees affected as soon as reasonably practical.

EMPLOYEE FLOATING HOLIDAY

An employee is provided one (1) Floating Holiday each year. To be eligible for a holiday of his/her choice (floating holiday), the employee must have successfully completed six (6) months of continuous employment and received advance approval from his/her supervisor to have the day off with pay. The employee's choice of a floating holiday must be used by December 31 of the calendar year. Seasonal, temporary, and part-time employees who work irregular schedules or less than 20 hours per week are exempt from this benefit.

RELIGIOUS HOLIDAYS

The City will make reasonable accommodations for an employee's religious observances. An employee who wishes to be excused from work in observance of a religious holiday shall request approval for such absence from his/her Department Director prior to the holiday with sufficient notice time. An employee may elect to utilize their earned Vacation Leave, earned Compensatory time, earned Wellness Day, or Floating Holiday. If the employee making such a request has exhausted all paid time-off benefits, the employee may choose to take Leave without Pay.

EMPLOYEES REQUIRED TO WORK HOLIDAYS

Any employee normally eligible for holiday ~~pay benefits~~ who is required to work (see Section 516 for Standby and Callout Pay) on a day designated as a holiday shall be paid at 2 times twice the employee's regular hourly rate of pay for the hours worked. This time equates to straight time for hours worked and holiday pay for a standard work day. The employee may elect to take an additional day off in lieu of the holiday pay double time, with the approval of their supervisor-Department Director, during the same pay period unless addressed by other contracts or agreements.

When a day designated as a holiday under the provisions of this policy falls on an employee's normally scheduled assigned day off, and the employee is eligible for holiday pay, ~~of an employee who is eligible for holiday benefits,~~ said employee may choose shall receive either additional (1) additional pay equal to their regular shift and in lieu of time off for said holiday, or (2) an additional day off to be taken during the same pay period. Selection of one option precludes the ability to claim the other for that particular holiday.

SECTION 604 FAMILY MEDICAL LEAVE (FMLA)

The City will provide Family and Medical Leave to its eligible employees. The City posts the mandatory FMLA Notice in each City building and as required by the U.S. Department of Labor (DOL) has included in this policy employee rights and responsibilities under the Family and Medical Leave Act.

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

GENERAL PROVISIONS

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

ELIGIBILITY

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

- 1) The employee must have worked for the City for 12 months or 52 weeks. The 12 months or 52 weeks need not have been consecutive. Separate periods of employment will be counted, provided that the break in service does not exceed seven years. Separate periods of employment will be counted if the break in service exceeds seven years due to National Guard or Reserve military service obligations or when there is a written agreement, including a collective bargaining agreement, stating the employer's intention to rehire the employee after the service break. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week or if the employee is on leave during the week.
- 2) The employee must have worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave. The 1,250 hours do not include time spent on paid or unpaid leave. Consequently, these hours of leave should not be counted in determining the 1,250 hours eligibility test for an employee under FMLA.
- 3) The employee must work in a worksite where 50 or more employees are employed by the City within 75 miles of that office or worksite. The distance is to be calculated by using available transportation by the most direct route.

TYPE OF LEAVE COVERED

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

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

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

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

This policy covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, a chronic or long-term health condition that would result in a period of three consecutive days of incapacity with the first visit to the health care provider within seven days of the onset of the incapacity and a second visit within 30 days of the incapacity would be considered a serious health condition. For chronic conditions requiring periodic health care visits for treatment, such visits must take place at least twice a year.

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

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

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

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

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

Eligible employees are entitled to FMLA leave to care for a current member of the Armed Forces, including a

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

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

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

“Covered active duty” means:

- (a) “Covered active duty” for members of a regular component of the Armed Forces means duty during deployment of the member with the Armed Forces to a foreign country.
- (b) (2) Covered active duty or call to covered active duty status in the case of a member of the Reserve components of the Armed Forces means duty during the deployment of the member with the Armed Forces to a foreign country under a Federal call or order to active duty in support of a contingency operation, in accordance with 29 CR 825.102.

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

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

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

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

The term “covered service member” means:

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

The term “serious injury or illness means:

- (a) in the case of a member of the Armed Forces (including a member of the National Guard or Reserves), means an injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member’s office, grade, rank, or rating; and
- (b) in the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during a period when the person was a covered service member, means a qualifying (as defined by the Secretary of Labor) injury or illness incurred by a covered service member in the line of duty on active duty that may render the service member medically unfit to perform the duties of his or her office, grade, rank or rating.
- (c) Outpatient status, with respect to a covered service member, means the status of a member of the Armed Forces assigned to either a military medical treatment facility as an outpatient; or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

AMOUNT OF LEAVE

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

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

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

EMPLOYEE STATUS AND BENEFITS DURING LEAVE

While an employee is on leave, the City will continue the employee's health benefits during the leave period at

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

Under current City policy, the employee pays a portion of the health care premium. While on paid leave, the employer will continue to make payroll deductions to collect the employee's share of the premium. While on unpaid leave, the employee must continue to make this payment, either in person or by mail. The payment must be received in the Finance Department by the 1st day of each month. If the payment is more than 30 days late, the employee's health care coverage may be dropped for the duration of the leave. The employer will provide 15 days' notification prior to the employee's loss of coverage.

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

EMPLOYEE STATUS AFTER LEAVE

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

USE OF PAID AND UNPAID LEAVE

Accrued leave and/or leave without pay will run concurrently with FMLA. An employee who is taking approved FMLA leave may request Authorized Leave without Pay prior to exhaustion of accrued leave. Requests for Authorized Leave without Pay must be made in compliance with the Authorized Leave without Pay section of this policy.

Disability leave for the birth of the child and for an employee's serious health condition, including workers' compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA. For example, if an employer provides six weeks of pregnancy disability leave, the six weeks will be designated as FMLA leave and counted toward the employee's 12-week entitlement. The employee may then be required to substitute accrued paid leave, or Authorized Leave without Pay for what remains of the 12-week entitlement.

INTERMITTENT LEAVE OR A REDUCED WORK SCHEDULE

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

The City may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, in instances of when leave for the employee or employee's family member is foreseeable and for planned

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medical treatment, including recovery from a serious health condition or to care for a child after birth, or placement for adoption or foster care.

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

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

CERTIFICATION FOR THE EMPLOYEE'S SERIOUS HEALTH CONDITION

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

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

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

CERTIFICATION FOR THE FAMILY MEMBER'S SERIOUS HEALTH CONDITION

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

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

The City has the right to ask for a second opinion if it has reason to doubt the certification. The City will pay for the employee's family member to get a certification from a second doctor, which the City will select. The

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

CERTIFICATION OF QUALIFYING EXIGENCY FOR MILITARY FAMILY LEAVE

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

CERTIFICATION FOR SERIOUS INJURY OR ILLNESS OF COVERED SERVICE MEMBER FOR MILITARY FAMILY LEAVE

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

RECERTIFICATION

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

PROCEDURE FOR REQUESTING FMLA LEAVE

All employees requesting FMLA leave must provide verbal or written notice of the need for the leave to the HR Director. Within five business days after the employee has provided this notice, the HR Director will complete and provide the employee with the DOL Notice of Eligibility and Rights.

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

DESIGNATION OF FMLA LEAVE

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

INTENT TO RETURN TO WORK FROM FMLA LEAVE

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

SECTION 605 REASONABLE ACCOMMODATION

City of Lewiston is committed to complying fully with the Americans with Disabilities Act (ADA) and other applicable federal, state, and local laws. We are also committed to ensuring equal opportunity in employment for qualified persons with disabilities. We make our employment decisions based on the merits of the situation in accordance with defined criteria, not the disability of the individual. Further, the City is committed to not discriminating against any qualified employee or applicant because the person is related to or associated with a person with a disability.

The purpose of this document is to provide all employees with a detailed guide on the reasonable accommodation process. There are important steps that must be taken to ensure reasonable accommodations are documented, communicated, and provided in a timely fashion. These steps ensure equal opportunity for applicants, candidates, and employees with disabilities as well as ensure the City of Lewiston meets its legal obligations. City of Lewiston is committed to processing requests for reasonable accommodation and will provide reasonable accommodations where appropriate, in a prompt and efficient manner in accordance with the time frames set forth in the following Procedures.

Who is covered by this guidance: Applicants, candidates, and employees with physical or mental conditions that substantially limit one or more major life activities or have a record of such a substantially limiting condition.

What is workplace reasonable accommodation: Workplace reasonable accommodation, sometimes called workplace adjustments, are any changes in the workplace or the way job duties are customarily performed that provides an equal employment opportunity to an individual with a disability. (This process does not cover requests that would pose an undue hardship or fundamentally change the essential functions of a job.) Sometimes an applicant or an employee may ask for an accommodation that is not reasonable or necessary, that poses an “undue hardship” (i.e. too costly or disruptive to business) on the City or its employees or that might threaten the safety of the individual who has made the request or of others. In those cases, the City will discuss whether some other form of workplace accommodation may be effective.

When is reasonable accommodation provided;

- when an applicant with a disability needs an accommodation to have an equal opportunity to compete for a job;
- when an employee with a disability needs an accommodation to perform the essential functions of the job or to gain access to the workplace; and
- when an employee with a disability needs an accommodation to enjoy equal access to benefits and privileges of employment (e.g., productivity tools, training, City sponsored events).

What are common types of accommodations:

- Acquisition or modification of equipment
- Changes in the physical layout of a work environment to eliminate or reduce barriers
- Elimination of non-essential job duties
- Modifications of an individual's work schedule while continuing to meet business requirements
- Modifications to the building where an individual performs work
- Leave of absence
- Reassignment to a vacant position

Note: Leave time and/or reassignment to another vacant position are accommodations of last resort and require the approval of the Mayor.

Responsibilities:

The applicant, candidate, or employee has the responsibility to request an accommodation. Managers are responsible to receive, begin documentation for, and communicate all accommodation requests to the

Human Resources Department (HR). HR and/or the manager is responsible for initiating the interactive process with the person who requests an accommodation, to involve only those who are necessarily involved to ensure an effective and timely accommodation is provided. They also must inform the employee or applicant of the outcome of their request.

All requests for reasonable accommodation are handled by or in conjunction with HR. HR will work with the individual's Department Director and/or Manager to ensure that an appropriate accommodation is provided that meets the individual's disability-related needs and enables the individual to perform the essential functions of the position.

What is the interactive process (IP)

The interactive process is a collaborative effort between the employee and City of Lewiston to discuss the need for an accommodation as well as identify effective accommodation solutions. The interactive process begins when an employee discloses a disability/health condition and requests an accommodation, a manager or HR representative recognizes an obvious challenge of an applicant, candidate, or employee due to a disability, or when an employee returns to work with an on-going health care condition or disability. A robust interactive process demonstrates good faith and promotes a disability inclusive workplace.

Confidentiality in the reasonable accommodation process

Ensuring the confidentiality of all medical information obtained in connection with a request for reasonable accommodation, as well as the confidentiality of all associated communications during the interactive process is required by federal law.

All documentation must be kept in a file separate from an individual's personnel file. Non-medical information obtained during this process is shared on an as needed basis with those involved in providing a reasonable accommodation.

Procedure for Reasonable Accommodations

Most accommodation requests are initiated by the applicant, candidate, or employee. That said, it is important to recognize that Supervisors, Managers, and/or Department Directors should not assume that because an individual has a physical or mental disability that he or she will necessarily require or want an accommodation. An individual may have a disability that does not limit the employee's ability to perform the essential functions of their job or require a workplace modification. Because each individual's abilities and needs are different, each accommodation request will be handled on a case-by-case basis.

In *rare* instances, when a disability and associated need for an accommodation is obvious (e.g. an applicant is blind and cannot access an applicant tracking system, an employee who uses a wheelchair cannot access a restroom) a hiring manager or manager may initiate the reasonable accommodation process and begin the interactive discussion with the person with a disability.

Requesting a Reasonable Accommodation (RA)

The process begins when the City becomes aware that an employee may need an adjustment or change concerning some aspect of the application process, the job, or a benefit of employment for a reason related to a disability or chronic medical condition. Notification may include documentation from the employee directly and/or from the employee's physician. An **applicant or employee** may request a reasonable accommodation at any time, **orally or in writing**. A request for an accommodation can also be made by an employee representative (e.g. family member). If the request comes in through a third party, the request should be confirmed with the applicant or employee. Requests for Accommodation can be found on the City's website under the HR page.

In most situations, employees should notify their manager directly if they believe they need an accommodation or other workplace adjustment because of a health condition. The manager should

communicate the request immediately to HR. The employee can contact HR directly to discuss a reasonable accommodation as well.

If an employee makes a reasonable accommodation request to someone other than the manager or HR such as facilities personnel, or information technology staff, these City representatives should also communicate the request to the HR immediately.

An accommodation request does not have to include any special words, such as “reasonable accommodation,” “disability,” or “ADA.” A request is any communication in which an individual asks or states that the applicant or employee needs a change because of a medical condition. A manager or HR needs to ask an individual whether they are requesting a reasonable accommodation if the nature of the initial communication is unclear.

Important Note: It is best for employees to ask for accommodations *before* any work related issues or concerns arise. While an employee does not have to disclose his/her disability until he/she feels they need an accommodation it is highly recommended that employees not wait until their performance appraisal meeting or during a disciplinary proceeding as the City of Lewiston does not have to rescind disciplinary actions administered prior to a request for an accommodation.

Once the City receives notice of a need for accommodation, it will provide the employee with the Accommodation Request form which the employee (and/or the employee’s physician) must complete and return as indicated.

If the disability or need for accommodation is obvious or adequate medical documentation has already been provided for other reasons (i.e. Family Medical Leave Act, Workers Compensation), no medical documentation will be required. However, a request form still needs to be filled out by the applicant or employee. Whenever the disability or need for accommodation is not obvious, the employee will be asked to sign a release form authorizing the City to secure additional medical information from the employee’s health care provider to provide job relevant information as to the nature of the employee’s medical condition, and/or whether the requested modification/accommodation is necessary. A request for Medical Inquiry form can be found on the City’s HR website page. A Medical Inquiry form specific to leave as an accommodation can be found on the same site.

Note that the health care provider should be provided with information as to the essential duties of the individual’s job, in order to have an informed opinion as to any accommodations that will both meet the job requirements, and help to maintain positive health.

HR may also give the individual a list of questions to give to the health care provider or other appropriate professional to answer. If sufficient medical information is not provided by the individual after several attempts, HR may ask the individual requesting accommodation to sign a limited release form permitting the HR to contact the provider for additional information. HR may also elect to have the medical information reviewed by a doctor of the organization’s choosing, at the City’s expense.

Employees are obligated to cooperate with this process. A failure to do so could result in delayed consideration of a request or in its denial.

Initiation of the Interactive (IP) Process

After a request for accommodation has been made, and confirmed by a healthcare provider, the next step is to begin the interactive process to determine what, if any, accommodation should be provided. HR will contact the applicant or employee after establishing the need for the accommodation. It is expected that in

the case of accommodations for applicants or candidates the process would begin immediately upon request and receipt by HR so that the individual does not lose out on the opportunity to compete for the job. During the interactive process, the individual requesting the accommodation, HR, the manager, and at times the Department Director will need to clearly discuss key aspects with each other including:

- the nature of the job related challenge that is generating the request
- confirming that a disability is prompting the need for an accommodation
- the accommodation solution(s) that may be effective in meeting an individual's needs to successfully meet the requirements of the job

All accommodation requests are handled on a case by case basis. A robust IP frequently requires input from the department manager, HR, the employee and/or the employee's physician. Other departments, a third party vendor, as well as outside disability-related organizations, may be consulted depending on the type of request sought.

Processing Requests

HR will process requests and, where appropriate, provide accommodations in as short a period as reasonably possible. Everyone involved in processing a request should respond as quickly as possible. This includes referring a request to HR, contacting a health care provider if medical information or documentation is needed, and receiving technical assistance from outside parties. It is therefore recommended that the requestor work closely with their health care provider to expedite their response to the City's inquiry. In certain circumstances, a request for reasonable accommodation requires an expedited review and decision.

This includes where a reasonable accommodation is needed:

- **to enable an applicant to apply for a job.** Depending on the timetable for receiving applications, conducting interviews, taking tests, and making hiring decisions, there may be a need to expedite a request for reasonable accommodation to ensure that an applicant with a disability has an equal opportunity to apply for a job.
- **to enable an employee to attend a meeting scheduled to occur soon.** For example, an employee may need a sign language interpreter for a meeting scheduled to take place in 5 days.
- To address a safety related concern in the workplace

An extension of the time frame for providing an accommodation will be considered in extraordinary circumstances that **could not reasonably have been anticipated or avoided in advance** of the request for accommodation, **or that are beyond City's ability to control.** When extenuating circumstances are present, the time for processing a request for reasonable accommodation and providing the accommodation will be extended as reasonably necessary. In such circumstances the requestor, manager and other need to know individuals will be informed as to the reason for the delay and anticipated delivery of solution.

Determination

Once HR receives all of the medical and other information deemed necessary, they will determine in consultation with others on a need-to-know basis whether the workplace modification/accommodation sought will be granted, or, whether an alternative modification/accommodation is appropriate. HR will first inform the employee's manager and/or Department Director. HR will then communicate the decision to the employee and discuss the employee's questions/concerns, if any, about that decision and steps for implementation.

A decision to provide an accommodation other than the one specifically requested will be considered a decision to grant an accommodation. If HR or the manager offers an accommodation other than the one requested, but the alternative accommodation is not accepted by the employee, HR or the manager will record the individual's rejection.

Medical information will be disclosed only on an “as need to know” basis. Accommodations may be provided without informing the employee’s manager or supervisor without disclosing the employee’s diagnosis or disability.

Note: An individual’s receipt or denial of an accommodation does not preclude the individual from making another request at a later time if circumstances change and they believe that an accommodation is needed due to workplace needs associated with evolving limitations from a disability (e.g., the disability worsens or an employee is assigned new duties that require an additional or different reasonable accommodation). It is important to note that City cannot refuse to process a request for reasonable accommodation, and a reasonable accommodation may not be denied, based on a belief that the accommodation should have been requested earlier (e.g., during the application process).

Temporary of Trial Accommodations

Many accommodations are implemented long-term, while some accommodations last for only a temporary period. Every situation is unique and requires case-by-case analysis of the individual’s limitations, restrictions, specific accommodation needs, and the impact accommodation will have on job performance and business operations.

Implementing a temporary change offers the opportunity to evaluate an accommodation for effectiveness before making the decision to implement the change long-term and also demonstrates good faith.

Situations that can warrant provision of a temporary or trial accommodation may include, *but are not limited to:*

- when time is needed to research a permanent accommodation solution, to acquire equipment, arrange a service, or identify an alternative vacancy;
- when it is necessary to test an accommodation to determine if it is effective;
- when the medical impairment is temporary but sufficiently severe enough to entitle the employee to accommodation;
- when it is necessary to avoid temporary adverse conditions in the work environment; or
- when an accommodation can currently be provided, but may eventually pose an undue hardship if provided long-term.

Monitoring an Accommodation

It is the obligation of the manager to monitor the effectiveness of the accommodation. This monitoring should occur outside of the City’s Performance Evaluation process. While employees with disabilities must be able to perform essential functions of their job with or without accommodation, it is also the responsibility of the manager to ensure an accommodation is effective for the employee. If an accommodation is no longer effective, then the interactive process should be re-visited.

Accommodation Request Denial

If the City **denies a request for accommodation**, HR and/or the manager will notify the employee of the reason for the denial of the individual’s specific accommodation and the process for appealing the decision. If there are any questions or concerns, those will be discussed with the employee.

Appeals Process

An individual dissatisfied with the resolution of a reasonable accommodation request can ask the Mayor to reconsider that decision. An individual must request reconsideration within **10 business days** of receiving the notice of denial.

Inquiries and Distribution

Any employee wanting further information concerning these procedures may contact the Human Resources Department at hr@cityoflexington.org or 208-746-3671. These guidelines will be provided in alternative formats (e.g. large print or Braille) when requested. Reasonable Accommodation forms are available on the City’s Human Resources website.

SECTION 606 WORKER'S COMPENSATION

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

ACCIDENT REPORTING PROCEDURES

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

REFERRALS AND RETURN APPOINTMENTS WITH HEALTH CARE PROVIDERS

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

REFUSING TREATMENT

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

BENEFITS

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

RETURN TO WORK

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

Purpose

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

Guidelines

- For purposes of this policy, "serious injury or illness" shall mean any injury, illness or medical condition which is serious enough to affect the performance of any essential function of the job, as determined by the City. The determination shall be made by the employee's department manager or his/her designee, in consultation with the Risk Manager or Human Resource Director.
- When an employee has had a serious injury or illness, whether work related or not, the employee shall not return to work until a physician who has treated or examined the employee releases the employee for a return to work. The release shall specifically address the physical capabilities of the employee and shall unequivocally state the physical restrictions, if any, the employee has. Both the employee and the City have rights and obligations for providing and receiving releases from treating physicians.
- Employees are responsible for obtaining and submitting detailed information from their physician concerning their injury or illness. This information must be provided to the City in a timely manner and will include the physician's recommendation as to whether the employee may return to full or light duty, or should remain off work. If any physical restrictions are placed on the employee, they must be listed in sufficient detail for the City to make an informed decision regarding the employee's suitability to return to work. The City must also be notified of all follow-up appointments with any medical provider who will provide treatment for the injury or illness. The injured employee should follow the procedure outlined below:

- Tell your doctor that the City of Lewiston has a return to work program and ask the following questions:
 - Can I return to my original job with no changes?
 - Can I return to my original job under special conditions, such as reduced work hours or using modified equipment?
 - Can I return to work doing an alternative job assignment, if one can be made available to me?
- Have your doctor complete a Return to Work Form, which lists the employee's medical restrictions and current capabilities. Have your doctor update this form each time you have an appointment. (If you are unable to personally deliver the completed form to the Risk Manager or Human Resources Director, you should ensure that it is either e-mailed, faxed or mailed promptly.)
- Failure of the employee to provide the required information may result in the City's representative contacting the treating physician and obtaining necessary information. The City will not, under any circumstances, place an employee in a work situation where they must perform physical activities that exceed their physical restrictions. Work assignments will remain the right of the City; however, employees are encouraged to discuss any concerns they may have about work assignments and/or physical limitations with their supervisor.
- If the City or the Worker's Compensation Third Party Administrator (TPA) has reason to believe, based on knowledge of the type of injury or illness, observation of the employee, or any other physical evidence or information, that the employee may not be able to perform the essential functions of his/her job, the TPA may require the employee to undergo a job-related independent medical examination (IME) by a physician selected by the TPA.
- In cases where the physician(s) performing the IME has a different opinion than the employee's treating physician, the decision of the TPA will prevail.
- Before the employee returns to work, the physician release and the employee's return must be approved by the employee's department manager or his/her designee and the Risk Manager. The decision to approve the release shall be made based upon all of the information available to the City regarding the job and the employee's medical condition. The release shall be included in the employee's Workers Compensation Medical File.
- The City shall allow the employee to return to full duties once the release has been submitted and approved. Employees are encouraged to pursue any recommended therapy in order to accelerate their return to work.
- Employees returning to work after a serious injury or illness are expected to perform all the required functions and duties of their job.
- In cases where an employee cannot return to full duty because of limitations caused by the serious injury or illness, the City may allow a return to temporary light duty for a period of time not to exceed six (6) months, in cases where (1) there is legitimate light duty available without displacing another employee, (2) the employee is qualified to do the light duty, and (3) the employee's physician releases the employee to perform the light duty. In unusual cases, such as where the employee is undergoing therapy and the employee is an active and committed participant in the therapy and the expectation of a recovery allowing the full performance of the essential job functions is verified by the employee's physician, the light duty may be extended upon approval by the Mayor. In no case will the extension of light duty exceed an additional two months.
- At the end of the temporary light duty assignment, or in cases where there is no light duty available, the following options are available to the employee:
 - a. Return to work in the same job held previously, performing the full duties of the job, with a physician's release as required above.
 - b. Reassignment to another position available in the City, for which the employee possesses the minimum qualifications, and the essential functions of which the employee is able to perform. Availability shall be determined by the human resources director and the department

manager(s) involved. Reassignment to a position in a different department must be approved by the Mayor.

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

SECTION 607 RETURN TO WORK – NON WORK RELATED

RETURN TO WORK FOLLOWING INJURY/ILLNESS

It is the policy of the City of Lewiston to allow employees who have been seriously injured or ill to return to their full responsibilities as soon as they are able to perform the essential functions of their job. The determination shall be made by the employee's Department Director or his/her designee, in consultation with the City's Human Resources Department.

When an employee has had a serious injury or illness the employee shall not return to work until a treating physician releases the employee for return to work. The release shall specifically address the physical capabilities of the employee and shall state any restrictions. If any restrictions are listed, they must be stated in sufficient detail for the City to make an informed decision regarding the suitability to return to work.

The return to work release must be submitted to Human Resources as soon as possible but in all cases prior to the employee returning to work. Employees returning to work with no restrictions are expected to perform all the required functions and duties of their job.

TEMPORARY MODIFIED DUTY

The City may provide work, when possible, for employees who have been restricted by a physician or a health care provider. Such work will be provided subject to availability. Work related injury restrictions will have priority in available work over non work related injuries. Work will be assigned according to the nature of the injury or illness and the limitations set forth by the treating physician or health care provider.

Employees on temporary modified duty must furnish a written update of their medical condition to Human Resources from the treating physician or health care provider after each visit in order to remain in the reassigned job. Being placed on a temporary modified-duty assignment does not excuse an employee from following all City rules and regulations.

In cases where an employee cannot return to full duty because of restrictions, the City may allow a return to modified duty for a period of time not to exceed six (6) months, in cases where: (1) there is a legitimate modified duty available without displacing another employee; (2) the employee is qualified to perform the modified duty; and (3) the employee's physician releases the employee to perform the modified duty. If no modified duty is available, and/or the employee cannot return to perform the essential functions of their position, and/or is unable to return to work refer to Section 605 Reasonable Accommodation.

SECTION 608 AUTHORIZED LEAVE WITHOUT PAY

Leave without Pay (LWOP) is a temporary non-pay status absence from work that in most cases is at the employee's request. Reasons for LWOP may be for absences due to approved FMLA, exhaustion of employee's accrued leaves, Furlough, or extended periods of Medical Leave. LWOP absences may be granted by the Mayor in cases where such absence would not be contrary to the best interest of the City, or in accordance with federal law. Applicable to this policy section, full time leave without pay means a pay period in which no hours of work were accounted for or accrued leave was used.

REQUESTS FOR LEAVE WITHOUT PAY

LWOP may be requested Full Time or Part Time depending on the needs and circumstances surrounding an employee's request. No LWOP shall be granted except upon written request of the employee, setting forth the reason for the leave. Requests should be made to the employee's supervisor who will make a recommendation to the Department Director and Human Resources Director and Mayor at least two (2) weeks prior to the anticipated beginning of LWOP. LWOP for any period requires approval of ~~both~~ the Department Director and Mayor. It is the supervisor's responsibility to communicate leave without pay to Payroll prior to any period of leave without pay. All accrued leave shall be exhausted prior to the approval of LWOP, except when the requesting employee is using approved FMLA leave, as referenced in the Family Medical Leave section of this policy. During periods of FMLA an employee may elect to utilize partial or full time LWOP, rather than accrued leave.

BENEFITS AND ACCRUED LEAVE WHILE ON LEAVE WITHOUT PAY

Sick and Vacation Leave shall not be earned during periods of full time LWOP. Employees who utilize the Short Term Disability (STD) benefit, in which they receive 60% wage replacement through the City's benefit vendor, will receive full accruals. During periods of full LWOP an employee will be allowed to maintain their medical and dental insurance only when they are on a job protected period of FMLA, in accordance with federal provisions. If on full time LWOP, outside of an FMLA period, the employee's health and dental insurance and voluntary benefits shall be termed the last day of the month in which they were last in a paid status. The employee will be allowed to enroll in COBRA as required by federal provisions.

An employee is responsible for arranging payment with the City's Finance office for his/her portion of any elective benefits during such unpaid leave. If payment is not received benefits may be terminated or the City may collect additional deductions upon the employee's return to work.

SECTION 609 BEREAVEMENT LEAVE

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

For purposes of this section, "immediate family" shall mean the employee's current spouse or domestic/civil union partner, employee's children, current spouses of the employee's children, children of either spouse, parents of either spouse; grandparents of employee, and grandchildren of either spouse; brothers, sisters (including step-brothers and sisters and half brothers and sisters and spouses thereof), aunt and uncle of employee, niece or nephew of employee, legal guardians and legal wards of employee. The City has the right to request documentation of proof of death, relation, or celebration of life.

For the purpose of this policy domestic partner is defined as someone with whom the employee shares a close personal relationship and are each other's sole domestic partner, is responsible for each other's

common welfare, is not legally married to anyone else, not related by blood closer than would bar marriage in state of residence, currently shares same and regular permanent residence and intend to do so indefinitely, jointly share financial responsibility for “basic living expenses” including cost of food, shelter, and other costs such as medical expenses, and is 18 years of age or older.

SECTION 610 MILITARY LEAVE OF ABSENCE

The City of Lewiston is committed to supporting the service of its employees in the Uniformed Services of the United States (United States Army, Navy, Air Force, Marines, Coast Guard, National Guard, Reserves or Public Health Service). In accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA), as well as all related federal and state military leave requirements, the City of Lewiston is committed to ensuring that no employee will be subjected to any form of discrimination, retaliation, or adverse employment action on the basis of the person’s membership in or obligation to perform service for any of the uniformed services of the United States. Employees who perform military duties in any of the uniformed services, whether on a voluntary or involuntary basis, are eligible to take a military leave of absence. Such military duties include leaves of absence taken by members of the uniformed services, for active duty, reserve or National Guard service, for training, periods of active military service and funeral honors duty, as well as time spent being examined to determine fitness to perform such service. Such service must be for a period during which the employee is ordered to report for duty and is absent from their position of employment. This Military Leave of Absence policy applies to all full time and part time employees of the City who are also members of one of the Uniformed Services.

Employees are entitled to a military leave of absence, without pay, for a cumulative period not to exceed 60 months. Unless military necessity prevents it, or is otherwise impossible or unreasonable, an employee should provide the Human Resources Department and the employee’s supervisor with notice of the need for a military leave of absence at least 10 working days in advance or as far in advance as is reasonable under the circumstance. Written notice is preferred, but not required under USERRA or this policy. For periods of leave less than 30 days, the employee is required to provide the contact information of a person in their military unit that can verify their military service to the Human Resources Department. For periods of leave 31 days or more the employee is required to provide a copy of the orders requiring the employee to report for military service to the Human Resource Department.

For periods of a military leave of absence in which an employee is expected to be gone for 180 days or more, an employee is permitted to request payout of their Vacation Leave, Floating Holiday, earned Wellness Day, and earned Compensatory Time. Payouts will occur on the last pay period in which the employee has submitted time for hours worked. If a Vacation Leave payout is not requested the balance of an employee’s Vacation Leave will remain until the employee returns from duty. Employees do not accrue Vacation Leave or Sick Leave while on a military leave of absence. Employees have an option to continue their coverage on the City’s health and dental plans while on leave for up to 24 months, but are financially responsible for premium costs of such plans, up to 102% of the full premium amount. When the employee intends to return to work, he or she must make a request for reemployment to the Human Resources Department. If the employee does not intend to return to work, he or she should notify Human Resource as soon as practicable.

If an employee has been absent from a position of civilian employment by reason of service in the uniformed services, he or she will be eligible for reemployment by meeting the following criteria:

- (1) The City had advance notice of the employee's service;
- (2) The employee has five years or less of cumulative service in the uniformed services in his or her employment relationship with the City;
- (3) The employee timely returns to work or applies for reemployment; and,

(4) The employee has not been separated from service with a disqualifying discharge or under other than honorable conditions.

Upon completing service in the uniformed services, the employee must notify the City of his or her intent to return to the employment position by either reporting to work or submitting a timely application for reemployment. Whether the employee is required to report to work or submit a timely application for reemployment depends upon the length of service, as follows:

Period of service less than 31 days or for a period of any length for the purpose of a fitness

examination. If the period of service in the uniformed services was less than 31 days, or the employee was absent from a position of employment for a period of any length for the purpose of an examination to determine his or her fitness to perform service, the employee must report back to the employer not later than the beginning of the first full regularly-scheduled work period on the first full calendar day following the completion of the period of service, and the expiration of eight hours after a period allowing for safe transportation from the place of that service to the employee's residence. If it is impossible or unreasonable for the employee to report within such time period through no fault of his or her own, he or she must report to the employer as soon as possible after the expiration of the eight-hour period.

Period of service more than 30 days but less than 181 days. If the employee's period of service in the uniformed services was for more than 30 days but less than 181 days, he or she must submit an application for reemployment (written or verbal) with the employer not later than 14 days after completing service. If it is impossible or unreasonable for the employee to apply within 14 days through no fault of his or her own, he or she must submit the application not later than the next full calendar day after it becomes possible to do so.

Period of service more than 180 days. If the employee's period of service in the uniformed services was for more than 180 days, he or she must submit an application for reemployment (written or verbal) not later than 90 days after completing service.

Employees who are on a military leave of absence can utilize earned hours of Vacation Leave, earned Compensatory Time, Floating Holiday, and earned Wellness Day. Employees on a military leave of absence are required to report their time in the City's time reporting software. Such time shall be reported as being for a military leave of absence, in addition to any compensatory time the employee is using. For example, if an employee uses one day of Vacation Leave while on a military leave of absence, the employee shall report both the military leave of absence and Vacation Leave time in the City's time reporting software. If an employee does not report their leave correctly, the employee shall be counseled by their supervisor, and if they continue to not report their time or not report it correctly the employee will receive disciplinary action by the employee's supervisor and/or Department Director. Employees and supervisors should coordinate with the City's payroll department in submitting time correctly.

SECTION 611 ADMINISTRATIVE LEAVE

The Mayor may grant Administrative Leave when it is in the best interest of the City that such leave occurs. Administrative Leave of an employee from his/her position is leave without loss of pay, benefits, and/or accrual of same. The Department is responsible for providing notification to the City's Payroll Department in instances when an employee has been placed on an Administrative Leave and when/if they are taken off a period of Administrative Leave. During any period of Administrative Leave an employee is required to be accessible during their work days and hours and to be responsive when contacted by the City. An employee's schedule while on Administrative Leave shall be Monday through Friday 8:00 AM to 5:00 PM.

In cases where it is deemed in the best interest of both the employee and the City for an employee to leave work temporarily due to personal distress, a significant emotional event, or other circumstances affecting their well-being, the Department Director may approve up to three (3) days of Administrative Leave with pay. This leave may be granted in situations such as, but not limited to, exhibiting significant emotional distress (e.g.,

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crying at their desk), demonstrating unprofessional behavior (e.g., a negative attitude that disrupts work), or being notified of an emergency or tragic event. The Department Director will assess the situation and determine whether this leave is appropriate. All instances of Administrative Leave approved under this provision will be documented, and the Department is responsible for notifying the City's Payroll Department.

SECTION 612 EXECUTIVE LEAVE

FLSA exempt employees may be authorized leave (time off with pay) in the event of unusual demands requiring excessive hours of work beyond the normal work schedule. Requests for a full workday of Executive Leave must be in writing, and requires approval from the Department Director and Mayor. Normally, Executive Leave should not exceed one (1) day at a time and should not exceed three (3) days per year.

SECTION 613 COURT APPEARANCES

Employees who are subpoenaed to appear in court as witnesses in a matter arising out of their employment with the City shall be granted leave with pay when the employee is appearing during his/her work hours. If a non-exempt employee is appearing on his/her off duty time, he/she shall receive overtime pay or compensatory time. Compensation received by the employee for witness/subpoena fees or mileage when traveling in a City-owned vehicle must be remitted to the City. Compensation for mileage when traveling in a private vehicle or subsistence allowance shall be retained by the employee. Prior to being granted leave, overtime, or compensatory time, the employee must provide to his/her immediate supervisor a copy of the subpoena or court notice. Employees who are to appear in court as a result of a personal lawsuit shall use available accrued vacation leave or comp time for hours missed.

SECTION 614 JURY DUTY

Any employee required to report for jury duty during his/her work hours for the City shall be granted leave with pay. Said employee shall receive full pay from the City for the time served on the jury, provided the employee remits to the City all compensation received by the employee for such duties. The employee may keep any compensation for mileage (when employee uses his/her own vehicle) or subsistence allowance. Employees shall not be allowed to utilize a City-owned vehicle when serving jury duty.

SECTION 615 UNAUTHORIZED LEAVE OF ABSENCE

Unauthorized leave of absence shall be considered as days, or portions of days, not worked that are normal working days and will cause the deduction from an employee's pay of an amount equivalent to the time absent. Supervisors may discipline in accordance with Chapter ~~8-44~~ of this Personnel Policy, up to and including termination, for any periods of unauthorized leave. Unauthorized leave of absence for three (3) or more days, whether consecutive or not, shall be cause for automatic termination of employment. Unauthorized leave may not be filled using accrued leave.

SECTION 616 SICK LEAVE BANK

The City of Lewiston maintains a Sick Leave Bank to assist employees who have encountered a catastrophic illness or injury. This program provides eligible employees with sick leave donations (who have exhausted all paid leave due to a non-work related catastrophic illness or injury incurred by the employee or an immediate family member). Employees are encouraged to manage their sick leave appropriately. In most cases, time off

as a result of general surgery, pregnancy, or worker's compensation are not eligible for sick leave from the sick leave bank.

This policy provides the following:

- Defines eligibility for Sick Leave Bank benefits and the process for applying and receiving those benefits.
- Identifies the staff responsible for the administration of the Sick Leave Bank.
- Provides examples of eligible catastrophic illnesses and injuries as well as exclusions.

This policy applies to the City of Lewiston and its full time benefited employees within all departments and divisions. The Human Resources Director or designee is the person responsible for answering questions relating to the provisions of this policy.

City: City of Lewiston, Idaho and its employees, department, and divisions.

Eligible Employee: Any full time employee with at least twelve (12) continuous months with the City.

Immediate family: Includes the employee's spouse, parents, and children (natural, step, adopted, and foster children).

Catastrophic illness and/or injury: Acute or prolonged illness or injury that is considered life-threatening or with the threat of serious residual disability

ELIGIBILITY

The Sick Leave Bank provides up to a maximum of six (6) weeks of paid leave in a twelve (12) month period (max 240 hours except for Firefighters who have a max of 336 hours) only after the exhaustion of an employee's accrued leave. These benefits are paid at the employee's regular rate of pay and are subject to the same payroll tax liabilities as the employee's normal salary. Existing payroll deductions including benefit premiums will continue to occur.

- Short-term disability (STD) or any other circumstance that reduces the normal amount of City pay to an employee does not add to or extend the maximum six (6) week benefit. Sick Leave Bank will run concurrent with STD benefits and only be utilized for the difference between the benefit (60%) and normal wages (40%).
- Use of Sick Leave Bank runs concurrent with FMLA provisions, and may only be utilized during an approved FMLA period. Sick Leave Bank is not applied to periods of leave that extend beyond an employee's period of approved FMLA. The Mayor may approve use beyond FMLA only due to extraordinary circumstances and at his or her discretion.
- Sick Leave Bank may not be used during any period of leave for a worker's compensation injury or claim. Any Sick Leave Bank benefits approved but not used will remain the property of the Sick Leave Bank.

To receive leave from the Sick Leave Bank, an employee must:

- Have exhausted all accrued paid leave (i.e. sick, vacation, comp, wellness day, and floating holiday(s)).
- Have a catastrophic illness or injury to the employee or immediate family member that has been documented by a health care provider and provide that documentation to Human Resources along with a completed ***Sick Leave Bank Benefits Request Form***.
- Expect to be absent from the workplace for a minimum of thirty (30) continuous calendar days or sixty (60) days intermittently for the condition documented above.

While receiving Sick Leave Bank benefits employees do not accrue normal vacation or sick leave.

APPLYING FOR SICK LEAVE BANK

An eligible employee must request Sick Leave Bank benefits by completing the ***Sick Leave Bank Benefits Request Form*** and submitting it to Human Resources. All applications must be accompanied by a health care provider's statement which includes the beginning date of the condition, expected duration of leave, and a description of the illness or injury. All applications must indicate the number of sick leave days being requested. The application form will be reviewed by Human Resources and the Mayor for consideration.

ADMINISTRATION

The Human Resources Director shall administer the Sick Leave Bank policy. The Mayor shall hear all appeals and may waive policy guidelines under extraordinary circumstances.

Human Resources staff will:

- Accept Sick Leave Bank Request Forms and maintain records of all submissions
- Ensure all medical information is kept confidential
- Forward enrollment forms and approved benefits requests to Payroll
- Forward all appeals to the Mayor

Payroll staff will:

- Process Sick Leave Bank Enrollment Forms after each enrollment period
- Maintain Sick Leave Bank balance records

Department responsibility:

- During an employee's Sick Leave Bank usage, the compensation of such wages, benefits, taxes, and the employee's share of PERSI will continue to be paid from the department's budget, as if they were using accrued leave.

EXAMPLES AND EXCLUSIONS

Examples of catastrophic illness or injury:

- Serious, debilitating illness, impairment, or physical/mental condition that involves treatment in connection with an overnight stay in a hospital, hospice, or residential medical facility.
- High intensity/high frequency of treatment encounters necessary for a chronic ~~or~~ long-term condition that is so serious that, if not treated, would likely result in an extended period of incapacity or death.
- Terminal illness, such as cancer, etc.

Exclusions:

- Elective surgery does not qualify as a catastrophic illness or injury. If complications arise resulting in a serious health condition, the situation may qualify as a catastrophic illness or injury.
- Most leave associated with pregnancy does not qualify as a catastrophic illness or injury. If complications arise resulting in a serious health condition for the mother or child, the situation may qualify as a catastrophic illness or injury.
- Employees on Workers' Compensation are not eligible for Sick Leave Bank benefits.
- An employee must not have a written record of disciplinary action for leave abuse or misuse of leave within the past twelve (12) months.

BENEFITS TERMINATION

Sick Leave Bank hours terminate in the following situations:

- The employee separates from employment with the City.
- Upon the death of the employee or qualified individual.
- When a health care provider releases the employee or qualified individual to return to work.

- The maximum benefit has been exhausted.

APPEALS

If an employee who has requested the sick leave bank feels that they were denied the benefit but met eligibility or have an extraordinary circumstance can make an appeal to the Mayor.

- An appeal must be submitted to HR in writing and have sufficient explanation and information as to determine what is being disagreed or requested. This may include a letter, supporting medical documentation, or any evidence to explain or clarify the denial or request.
- Understanding that the appeals may impact payroll, benefits, and/or leave processing, appeals must be made timely. An appeal will only be considered when received within five (5) days of denial of Sick Leave Bank or onset of extraordinary circumstance.

Depending on the information provided it is at the Mayor's discretion if he or she requests a meeting with the employee. The Mayor will review the information provided and/or consider the information obtained in the meeting and issue a final written decision within 10 working days of receipt of an employee's appeal. In all cases, the Mayor may affirm, modify, or reverse the denial or approve the request.

If the employee's request for Sick Leave Bank, supporting medical documentation, and or usage of Sick Leave Bank is determined to be fraudulent the City will issue discipline to the employee in accordance with the Personnel Policy and/or Collective Bargaining Agreement, up and to discharge. Questions regarding this and any other policy can be directed to the Human Resource office.

CHAPTER 7 – BENEFITS

SECTION 701 BENEFITS

WORKERS' COMPENSATION INSURANCE

The City carries workers' compensation insurance coverage as required by law to protect employees injured on the job. This insurance provides coverage for certain medical, surgical, and hospital treatment in addition to payment for a portion of any lost earnings that result from work-related injuries. Compensation payments generally begin on the first day of an employee's hospitalization or on the fourth day following the injury if an employee is not hospitalized. The cost of this coverage is paid completely by the City.

Any leave of absence due to a workplace injury runs concurrently with all other City leaves of absence. Employees who need to miss work due to a workplace injury must also request a formal leave of absence. See the Leave Provisions and Worker's Compensation sections of this Policy for more information.

The City does not provide workers compensation benefits, or accept any liability, for any illness or injury that arises from an employee's voluntary participation in any off-duty recreational, social, or athletic activity or event that is not an expected or required as part of the employee's work-related duties. Employees who choose to participate in any such off duty activities may be required to sign a written agreement to confirm that they are voluntarily assuming the risk of injury or illness and releasing the City from any such liability.

PUBLIC EMPLOYEE RETIREMENT SYSTEM (PERSI)

The PERSI Base Plan is a defined benefit, taxed deferred plan, under IRS Code Section 401(a) plan. The plan allows for a lifetime allowance at retirement that is not dependent on the amount of money an employee contributes to PERSI. PERSI provides pension benefits to public employees. In order to receive a lifetime benefit retirement an employee needs to contribute for at least 60 months to be vested. The 60 months need not be all at once or with one employer.

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Regular employees working more than twenty (20) hours per week for more than one-half of the pay periods in any consecutive five (5) months will be covered in accordance with PERSI. Specific Seasonal positions that allow for work up to six (6) consecutive months are an exception to these eligibility criteria; they are not eligible to participate with PERSI.

PERSI CHOICE 401K

The Choice 401(k) Plan is an optional defined contribution (DC) retirement savings plan available to active PERSI members. Unlike the Base Plan, participation in the Choice 401(k) Plan is completely voluntary. It allows an employee to contribute a portion of their salary on a tax-deferred basis via payroll deductions. This means an employee's contributions come out of their paycheck before taxes, thereby reducing the amount of taxes you pay during the year.

SOCIAL SECURITY

Federal Insurance Contribution Act (FICA) tax is the money that is taken out of employee's paychecks to pay older Americans their Social Security retirement and Medicare benefits. It is a mandatory payroll deduction. FICA doesn't only prescribe tax obligations that support Social Security, but also Medicare. Both employees and employers share these costs to guarantee supplemental income and health coverage in old age. FICA taxes include the withholding of employee compensation, as well as the payment of an employer's portion.

Employee compensation withholding:

- 6.2 percent Social Security tax
- 1.45 percent Medicare tax
- 0.9 percent Medicare surtax on employees earning more than \$200,000

Employer obligations:

- 6.2 percent Social Security tax
- 1.45 percent Medicare tax

The City and all employees contribute social security premiums in accordance with the federal social security premium schedule, unless exempt by Idaho Code or a Collective Labor Agreement (IAFF).

GROUP LIFE INSURANCE

The City provides a City-paid group life insurance policy for all Full-Time regular employees, Reserve Firefighters, and City Council members. The City provides a basic policy of \$20,000 Life and \$20,000 Accidental Death and Dismemberment. Full-Time regular employees, at time of new hire and Open Enrollment, are able to request additional life insurance coverage at the employee's expense. Premiums for additional coverage will be payroll deducted.

MEDICAL, DENTAL, AND VISION INSURANCE

Regular employees working thirty (30) hours or more each week and their eligible dependents are covered by the City's medical, dental, and vision insurance (City of Lewiston Employee Benefit Plan Trust) per the Affordable Care Act (ACA). The contribution payments for employees and their dependents shall be subject to review by the Plan's Trustees annually, and shall be paid according to payroll deduction practices.

Eligible dependents include:

Spouse: person to whom an employee is legally married

Domestic Partner (Affidavit required) who meets the following criteria:

- 18 years of age or older;
- Share a close personal relationship and are each other's sole domestic partner;
- Responsible for each other's common welfare;
- Not legally married to anyone else;

- Not related by blood closer than would bar marriage in state of residence;
- Currently shares same and regular permanent residence and intend to do so indefinitely; and
- Jointly share financial responsibility for “basic living expenses” including cost of food, shelter, and other costs such as medical expenses.

Children: Employee’s (or spouses/domestic partners) child who is under age 26 and who meets the following criteria:

- Employee’s (or spouses/domestic partners) natural child, step child, adopted child or child legally placed with the employee or spouse for adoption;
- a child for whom the employee (or employees spouse/domestic partner) have court-appointed legal guardianship; or
- a child for whom the employee (or employee’s spouse/domestic partner) are required to provide coverage by a legal qualified medical child support order (QMCSO).
- Employee’s (or spouse’s/domestic partner’s) child who is age 26 or over and incapable of self-support because of intellectual disability or physical handicap that began before his or her 26th birthday. Employee must complete and submit the Claims Administrator’s affidavit of dependent eligibility form, with written evidence of the child’s incapacity, within 31 days of the later of the child’s 26th birthday or employees effective date and either: he or she is a Beneficiary immediately before his or her 26th birthday; or his or her 26th birthday preceded the employees effective date and he or she has been continuously covered as a dependent on group coverage since that birthday.

Retiree Coverage

Eligible employees who retire from the City of Lewiston may be able to continue their medical, dental, and vision coverage through participation in the retiree health plan. Plan and participation eligibility subject to plan trustee determination. Employees should contact Human Resources with questions or to confirm eligibility.

PREMIUM PAYMENTS FOR EMPLOYEES ON LEAVE

The City will pay the employer’s portion of premiums for continuation of City-sponsored group health plan benefits through the last day of the month in which an employee is in paid status, of any authorized leave without pay. Thereafter, the employee may only continue coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) and must pay the full cost of doing so.

If an employee is on an approved FMLA leave, the City will permit the employee to continue coverage under City-sponsored group health plans by paying only the amount charged to similarly-situated active employees. If an employee does not return to work at the expiration of an FMLA leave, regardless of whether they continued coverage during the FMLA leave, they normally will be eligible to elect COBRA continuation coverage with respect to City-sponsored group health plans, with the COBRA qualifying event normally being the expiration of the leave.

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Conversion/Post-employment Insurance Options

Pursuant to COBRA eligible employees and their dependents may be entitled to continue certain benefit coverage after employment with the City ceases or certain other qualifying events occur. COBRA information is provided separately. In addition, you also can contact the Human Resources Department to obtain COBRA information.

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Insurance Coverage Information

Eligibility requirements and further information concerning insurance coverage are fully explained in the applicable plan documents, summary plan descriptions, and any applicable summaries of material modification, available from the Human Resources Department. In all cases, however, the applicable plan

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document controls over any summary or other communication for purposes of determining your rights and benefits.

DEFERRED COMPENSATION RETIREMENT PROGRAM

Deferred compensation plans are available to regular Full Time employees through PERSI Choice, International City Management Association (ICMA) Retirement Corporation, or Nationwide Retirement Corporation.

FLEXIBLE SPENDING ACCOUNT

A flexible spending account is available to regular full-time employees only. According to Internal Revenue Service (IRS) Code Section 125, this benefit plan establishes a cafeteria or flexible spending account where certain nontaxable expenses (e.g., qualified health expenses, dependent care expenses, and payroll deducted group premium expenses) may be deducted on a pretax basis each plan year. Employees are eligible to participate as a new hire and during Open Enrollment.

SUPPLEMENTAL BENEFITS

Supplemental optional benefits, such as cancer, accident, critical illness, and short or long-term disability insurance, are available to employees through various vendors for these and other types of insurance coverage. Human Resources maintains enrollment applications for supplemental benefits. Supplemental benefits are to be considered by employees during open enrollment, typically October of each year. New employees have up to thirty (30) days after hire date to enroll in supplemental benefits.

HRA VEBA

Health Reimbursement Arrangement Voluntary Employees Beneficiary Association (HRA VEBA) Trust is a non-profit, multiple employer voluntary employees' beneficiary association authorized under Internal Revenue Code 501(c)(9). HRA VEBA Trust offers a funded health reimbursement arrangement (HRA) plan available to certain governmental employers in the Northwest (Washington, Oregon, and Idaho).

EMPLOYEE ASSISTANCE PROGRAM

Purpose of Guideline

The City recognizes that personal problems may have a negative impact on an employee's attendance, job performance, or behavior at work. The City also recognizes that everyone may occasionally benefit from professional assistance with personal problems. Accordingly, ~~The~~ the City provides an Employee Assistance Program (EAP) for employees. The EAP provides confidential and professional counseling and when appropriate, referral to other services to deal with personal problems, such as chemical dependency, marital or family conflict, and emotional problems. The EAP is offered to enhance personal well-being and as a means of improving individual attendance, performance, and productivity.

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All counseling through this program is on a voluntary basis. Employees who suspect they may have an alcohol, drug, emotional, marital, family, or other personal problem, even in the early stages, should contact the EAP, seek a diagnosis, and follow through with the program as prescribed by qualified professionals. Although employees are encouraged to use the EAP, participation in the program does not relieve employees of their obligation to perform their work in a satisfactory manner and to comply with other City rules and guidelines including ~~The~~ the City's Drug-Free Workplace guideline.

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Eligibility

The EAP is offered to all employees and members of their immediate families. For purposes of this Guideline, the phrase "members of their immediate families" means the employee's spouse, registered domestic partner, dependent children and stepchildren, and adult children living at home.

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Counseling and Referral Services

The EAP program provides for up to three (3) paid EAP sessions per problem per year, as clinically appropriate, for employees and members of their immediate families. These sessions include problem assessment, professional consultation, counseling, information, and/or referral. EAP counseling is typically a three-stage process that includes: (1) clarifying the problem; (2) identifying the possible solutions; and (3) developing an action plan. If the action plan calls for treatment by another resource, participating employees will be responsible for paying those fees. To determine whether the City's group health plan may cover some of those costs, employees should contact the Human Resources Department. EAP brochures that describe the program in more detail are available through supervisors or the Human Resources Department.

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Use of the EAP

Employees should make every effort to schedule EAP appointments before or after working hours, or during meal periods. EAP appointments scheduled during working hours will be treated the same as medical appointments and may be charged against sick leave. In order to protect the confidentiality of the program, employees may refer to EAP appointments as "medical appointments" when filling out time cards or obtaining permission to be absent.

Self-Referral

Any employee or member of their immediate family who desires confidential assistance for a personal problem should call the EAP. Assistance is available seven days a week, 24 hours per day. The EAP will arrange for a counselor to see the individual for confidential consultation, or will provide limited counseling by telephone.

Supervisor Referral

Supervisors may refer employees to the EAP when they believe that an attendance, behavior, or work performance problem may be the result of a personal problem. Even in this situation, all counseling through the EAP is on a voluntary basis. The City may take such steps as it deems appropriate in response to the underlying attendance, behavior, or work performance problem.

Confidentiality

All EAP records and services are treated as confidential. The EAP will not share information concerning an individual's involvement in the program without the individual's written permission unless life, safety, or national security is seriously threatened, or disclosure is otherwise required by law.

If an employee is referred to the EAP by the employee's supervisor because of an attendance, behavior, or work performance problem, the EAP will confidentially inform the supervisor whether the employee attends the EAP session(s) and cooperates with the counseling plan. However, no further information will be shared by the EAP without the employee's written permission.

Questions Regarding EAP Program

Questions regarding EAP services should be directed to the Human Resources Department.

CHAPTER 8—SEPARATION FROM CITY EMPLOYMENT

SECTION 801 RESIGNATION

~~In order to be considered as having resigned in good standing, an employee shall be required to submit a written notice of his/her resignation to his/her Department Director at least fourteen (14) calendar days prior to the effective date of their resignation. Both written and oral resignation are effective upon receipt by a supervisor. Oral resignations should be documented by the supervisor after consultation with the Human~~

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Resources Director. Evidence of the written or oral resignation should be provided to the employee and placed in the employee's personnel file. The Mayor may authorize the resignation in good standing when in their opinion there are sufficient reasons to waive the requirements of this section. If an employee separates not in good standing, the employee is unable to return to employment with the City. Resignation in lieu of termination is not leaving in good standing.

The separation date will be the last day/shift the employee reports to his/her work site. When an employee may take up to thirty (30) calendar days of accrued leave prior to the employee's last day, with approval is granted permission by the Department Director or Mayor to take accrued leave in excess of thirty (30) or more consecutive days prior to the employee's last day, in lieu of taking or to reduce the payout upon separation/termination. Additional time may be approved in extenuating circumstances with approval of the employee's Department Director. During this period of leave, no vacation or sick leave will accrue during the granted period of leave. Accrued leave means any leave including vacation, sick leave, compensatory time, floating holiday, and wellness holiday that the employee has accrued.

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Employees who have an unexcused or unauthorized absence of 3 or more working days in a row may be considered to have resigned through abandonment of his/her position. If an employee's words or actions indicate an intent to resign, including having an unexcused or unauthorized absence of 3 or more working days in a row, the City will consider the employee as having resigned and immediately notify him/her of such.

SECTION 802 REDUCTION IN FORCE

On occasion, the City may need to reduce staff. Some business reasons for this may be economic need, restructuring of operations, combining of departments or functions, and streamlining or elimination of departments, functions, or positions. If a reduction in staff is deemed necessary, the Department Director of the department to be affected will work with the Mayor and Human Resources Director to document the reason and process for the reduction in force.

In some cases, the City may be able to transfer an employee whose position is being eliminated into another area. Employees offered positions elsewhere in the City will not be eligible for any severance payments.

SECTION 803 DISCIPLINARY ACTION

An employee may be discharged at any time as a form of disciplinary action, as provided in Chapter 10 of this Policy.

SECTION 804 RETIREMENT

All regular employees who retire under the provisions of the PERSI retirement plan and provide the City with at least fourteen (14) calendar days' notice of their intent to retire, shall be deemed to have been separated from the City service in good standing.

SECTION 805 PAYMENT ON RESIGNATION, TERMINATION, OR COMPLETION OF ASSIGNMENT OR TERM

If an employee resigns or is terminated involuntarily, he or she will be paid on the next regularly scheduled payday, or within 10 days of the separation, whichever is earlier. Employees are entitled to make a written request to be paid sooner and must be paid within 48 hours of that written request being received.

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SECTION 806-EXIT INTERVIEW

Employees who leave The City for any reason may be asked to participate in an exit interview. This interview is intended to permit terminating employees the opportunity to communicate their views regarding their work with The City, including job duties, job training, job supervision, and job benefits. At the time of the interview, employees are expected to return all City-furnished property, such as uniforms, tools, equipment, I.D. cards, keys, credit cards, documents, and Manuals. Arrangements for clearing any outstanding debts with The City and for receiving final pay also will be made at this time.

CHAPTER 9 – GRIEVANCE PROCEDURE

SECTION 901-NON DISCIPLINARY MATTERS

Employees should have an opportunity to present their work-related complaints and to appeal employment-related non-disciplinary management decisions other than discharge, through a grievance procedure. The City will attempt to promptly resolve all grievances that are appropriate for processing under this Policy. Use of the grievance procedures shall not reflect unfavorably on the employee, the supervisors, the Department Director, or the general management of the City. Retaliatory or discriminatory action against an employee for using the grievance procedure is prohibited and shall be a violation of City policy.

SECTION 902-GRIEVANCE PROCEDURE

The grievance procedure is not available to an employee recommended for discharge or selected for layoff. The grievance procedure is available to regular employees who express dissatisfaction concerning an interpretation or application of an adopted City policy by the Mayor, a supervisor, or other employee. All grievances must be in writing:

Examples of matters that are appropriate to grieve include:

1. A belief that adopted City or department policies, practices, rules, regulations, procedures, or directive by a supervisor have been improperly applied in a manner detrimental to an individual, employee, or violate an employee's professional ethics;
2. Treatment considered unfair by an employee, such as coercion, reprisal, harassment, or intimidation;
3. Alleged discrimination because of actual or perceived race, color, national origin, ancestry, religious creed, gender, marital or familial status, physical or mental disability, sexual orientation or gender, identity, expression or veteran's status; and
4. Improper or unfair administration of employee benefits or conditions of employment, such as vacations, promotions, holidays, or salary.

The grievance procedure has a maximum of three steps, but grievances may be resolved at any step in the process. Grievances should be fully processed until the employee is satisfied with the result, the employee fails to file a timely appeal, or the employee exhausts the right of appeal. A decision becomes final when an employee fails to file a timely appeal or when a decision is made in step three.

An employee who thinks he/she has an appropriate grievance should:

1. Promptly bring the grievance to the attention of the immediate supervisor. If the grievance involves the supervisor, then it is permissible to proceed directly to step two. The supervisor is to investigate the grievance, attempt to resolve it, and notify the employee of the supervisor's decision within seven (7) calendar days. The supervisor shall prepare a written and dated summary of the grievance and

proposed resolution. A copy of the written summary shall be provided to the Department Director and Human Resources Director.

2. Appeal the supervisor's decision to the Department Director if dissatisfied with the supervisor's decision, or initiate the procedure with the Department Director if the first step has been bypassed. An appeal must be made in writing within seven (7) working days of receipt of the supervisor's decision. The Department Director will, within ten (10) calendar days from the date the complaint or appeal is received, confer with the employee, the supervisor, and any other persons considered appropriate; investigate the issues; and communicate a decision in writing to all parties involved.
3. Appeal the Department Director's decision to the Mayor, if dissatisfied with the Department Director's decision. Such appeal must be made in writing within seven (7) working Days of receipt of the Department Director's decision. The Mayor will review and investigate the grievance and issue a written, final, and binding decision within ten (10) working days of the Mayor's receipt of the written appeal.

Employees are encouraged to consult with the Human Resources Director and/or their supervisors regarding employee complaints or disputes. A final decision on grievances will not be precedent setting or binding on future grievances.

Information concerning an employee grievance is to be held in confidence to the greatest extent possible while allowing a thorough investigation of the circumstances involving the grievance. Supervisors and Department Directors who investigate a grievance are to discuss it only with those individuals who have a need to know or who are needed to supply necessary background information or advice. Time spent by employees in grievance discussions during their normal working hours will be considered hours worked for pay purposes.

Employees are not to be penalized for proper use of the grievance procedure. However, it is not considered proper use if an employee raises grievances in bad faith or solely for the purpose of delay or harassment. At its discretion, the City may refuse to proceed with a grievance that is made in bad faith or solely for the purpose of delay or harassment.

CHAPTER 8 – DISCIPLINARY PROCEEDINGS

Pursuant to the Mayor's authority to establish terms and conditions of employment, and the City's reserved management rights to discipline, suspend, demote, or discharge employees subject to a collective bargaining agreement, all City employees serve at the discretion of the Mayor and City Council, except as otherwise provided in writing or under an approved collective bargaining agreement. The Mayor's authority supersedes any department-level policies or procedures related to employee discipline. Disciplinary action to address performance issues or misconduct will be based on management's assessment of the severity of the issue. The City retains the discretion to determine which, if any, steps in the discipline process are appropriate in a particular case. Retaliatory or discriminatory action against an employee for using this procedure or discrimination in the application of this policy shall be a violation of City policy.

SECTION 801 CAUSES FOR DISCIPLINARY ACTION

While not all inclusive, the following list provides examples of impermissible conduct or performance that may lead to disciplinary action up to, and including, immediate discharge.

1. Obtaining employment based on false information or by making material omissions;
2. Theft or misuse of City resources or equipment or the unauthorized removal or possession of another person's property from City premises;
3. Bringing or possessing firearms, weapons, explosives, or similar items into the workplace on City property without authorization;

4. Being under the influence of unauthorized controlled substances or alcohol on the job; failing or refusing a drug test; using, being under the influence of, or possessing illegal drugs while performing City business, or on City time, or on City premises;
5. A plea of or finding of guilt, or conviction for official misconduct in office, or conviction of a crime that has a negative impact on an employee's ability to perform the job or which has a negative impact on the City as an employer;
6. Insubordination, including improper conduct toward a supervisor or refusal to do work as assigned without proper justification;
7. Intimidation, fighting, provoking a fight, bullying, verbal or physical violence toward another employee or member of the public;
8. Misusing, abusing, destroying or damaging City property or equipment, including electronic devices and/or communication;
9. Violations of safety standards that result in carelessness or negligence in performance of work, which compromises or jeopardizes the safety of the employee or others, including repeated injuries from failing to follow safety in the workplace practices;
10. Failure to report a job injury or accident; making false claims or inaccurate statements in the reporting of job injury or accident;
11. Habitual tardiness, absenteeism, job abandonment, unexcused or unauthorized absence or leave from work;
12. General dishonesty or the falsification or destruction of records;
13. Unauthorized disclosure of confidential City information;
14. Failure to obtain and maintain licensure requirements lawfully required as a condition of employment in the position;
15. Loss of a driver's license, when required by the job description;
16. Use of public office or position to obtain personal or financial gain, accepting gifts in exchange for influence or favors given as a City employee;
17. Unlawful job discrimination or harassment towards other employees;
18. Failure to satisfactorily complete any disciplinary probation period;
19. Unsatisfactory or poor performance;
20. Failure to comply with or disregard of City and/or Department employment-related rules, policies, and prohibitions.
21. Not mishandle, improperly care or account for, or use City monies. Including the collection, receipting, depositing or recording of fees.
22. Violation of any Administrative Policy or any policy of the Personnel Policy.

SECTION 802 DISCIPLINARY ACTIONS

Disciplinary action shall result in one or more of the following actions:

1. Withdrawal of the disciplinary action against the employee.
2. Record of discussion, as described in Section 901 of this policy.
3. Official reprimand, as described in Section 902 of this policy.
4. Disciplinary probation, as described in Section 903 of this policy.
5. Suspension, as described in Section 904 of this policy.
6. Disciplinary demotion, as described in Section 905 of this policy.
7. Termination, as described in Section 906 of this policy.

SECTION 803 PERSONS WHO MAY TAKE DISCIPLINARY ACTION

A Supervisor can take disciplinary action for a Record of Discussion, Performance Improvement Plan, and Official Record of Discussion. When disciplinary action is taken a copy should be provided to their Department Director and Human Resources.

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A Department Director may delegate to supervisory employee(s) the authority to relieve an employee of his/her duties in an emergency situation pending further action by the Department Director. A Department Director may suspend an employee under his/her supervision for not more than three (3) working days at any one time without the approval of the Mayor. Written notice of suspension shall be given to an employee at the time the action is taken or as soon thereafter as practical.

Disciplinary probation, demotion, and termination are actions that can only be taken by the Mayor. The Mayor may place an employee on Administrative Leave at any time, pending the result of an investigation or disciplinary action.

SECTION 804 NOTICE OF DISCIPLINARY ACTION

An employee shall receive notice. Supervisor shall advise the employee in writing of regarding the nature of the disciplinary action. Disciplinary action is valid only if a written notice is served on the employee and filed with Human Resources as soon as reasonably possible. This notice shall be served on the employee either personally, electronically, or by certified or regular mail and shall include:

1. A written report, in common and concise language, of the acts or conduct upon which the disciplinary action is based. This report will also cite the policy and/or procedures(s) violated.
2. A report detailing the nature of the disciplinary action, which may include conditions or actions to be taken. This report will include the effective date of the disciplinary action.
3. A copy of Section 806, Right of Appeal, of this Policy.

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SECTION 805 DEMOTION AND TERMINATION

The employer/employee relationship for positions that are designated at-will can be terminated by either the employee or the City at any time, for any reason, with or without notice. Except as otherwise provided by State or local law or City policy, an employee may only be terminated or demoted, by the Mayor. There is no appeal right for employees in positions designated as at-will. Nothing in this policy shall be interpreted to conflict with or to eliminate or modify in any way the employment-at-will status of non-represented City of Lewiston employees. An involuntary termination of employment or demotion is a management initiated action with or without cause.

Seasonal and temporary employees are utilized as needed and their employment can be termed at any time based on the needs of the City. Department Directors can take action to terminate seasonal or temporary employment without the Mayor's approval or formal pre-discharge process.

Whether at-will or for cause, an employee's Department Director considering involuntary termination must make a request to the Mayor, Human Resource Director, and City Attorney. The recommendation shall include the specific allegation and the basis of the recommendation, and a copy shall be provided to the employee. The Mayor shall advise the employee in writing of a pre-discharge or pre-demotion hearing. The employee shall be notified in writing of the basis of the recommendation for termination or demotion and shall be advised when the employee will meet with the Mayor to discuss the proposed action. A pre-termination or pre-demotion hearing will be held no sooner than three business (3) days after the written notification of the proposed action has been served on the employee.

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At a pre-termination or pre-demotion hearing, the employee may present information in response to the charges, including witness testimony. The hearing shall be informal. Human Resources, the City Attorney, and Department Director and/or Manager may be present. This is an employment matter and the employee's attorney, if one is obtained, will not be permitted to attend. The Mayor shall conduct the pre-termination or pre-demotion hearing without swearing of witnesses, without allowing cross-examination, and without

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observing formal rules of evidence. The basis for the recommendation to terminate employment or demote shall not be made public unless made so by the employee. After reviewing the information provided the Mayor shall make a decision within ten (10) business days. The employee shall be given written notice of the Mayor's decision and the basis for such decision. The decision of the Mayor is final and binding.

SECTION 806 RIGHT OF APPEAL

All employees shall have the right of appeal to the Mayor from any disciplinary action taken by his/her Department Director under this chapter, other than a recommendation for disciplinary probation, demotion, or termination, which are to be addressed in accordance with Section 805. Such an appeal must be filed with the Mayor with a copy to the Department Director and Human Resources Director within ten (10) calendar days after receipt of written notice of disciplinary action. The appeal must state specifically the facts upon which it is based.

The Mayor shall render a final decision on the matter within ten (10) work days after receipt of the appeal, with or without a hearing in the discretion of the Mayor. Failure of an employee to file an appeal within the period specified constitutes a waiver of a right to appeal. At any time after an appeal has been filed, an employee shall have the right to withdraw his/her appeal by written notification to the Mayor.

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SECTION 807 NAME CLEARING HEARING

An employee who has been terminated from employment based upon public allegations of dishonesty, immorality, or criminal misconduct is entitled to a name-clearing hearing. An employee must request a name clearing hearing in accordance with the requirements set forth below. Failure to request a name-clearing hearing constitutes a waiver of this opportunity.

The procedure for a name-clearing hearing is as follows:

- a. Within fourteen (14) calendar days of his/her termination the employee may submit a written request for a name-clearing hearing, stating with particularity the basis for the requested hearing. The written request must be submitted to the Mayor and Human Resources Director. Written requests that are untimely submitted or that fail to state a particular, legally recognized basis will not be granted. An employee will be promptly notified if a requested hearing is denied.
- b. An employee who is legally entitled to a name-clearing hearing, will meet with the City Council in executive session.
- c. An audio recording of the hearing, capable of being transcribed, will be made and maintained as part of the personnel record.
- d. The employee's supervisor, Department Director, and/or the Mayor may provide a written statement at least twenty-four (24) hours prior to the hearing in response to the employee's allegations. The City Council may require the employee's supervisor, Department Director, Human Resources Director, and/or the Mayor to participate in the hearing.
- e. The employee will be provided an opportunity to present evidence upon which the allegations are based.
- f. The City Council may ask questions during this process.
- g. The employee may question participants during this process.
- h. The Idaho Rules of Evidence do not apply during the name-clearing hearing.

After the hearing, the City Council will consider the information submitted, and such other information as might be in the City's records, to arrive at a decision concerning the employee's allegations. The City Council's decision will set forth in writing the reasons for the City Council's determination. If, as a result of this opportunity to be heard, the City finds fault with the basis for the City's action, remedial action may be prescribed, including restoration of employment and payment of back pay.

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Issues involving job performance or employee attitude, without allegations of dishonesty, immorality, or criminal misconduct, are not the proper subject of a name clearing hearing and will not be heard.

CHAPTER 910 – DISCIPLINARY ACTION

All employees, unless otherwise indicated in an applicable collective bargaining agreement, are at-will. Notwithstanding, Department Directors and supervisors have the right to discipline employees for just cause.

Discipline is typically administered in a progressive manner so that the least amount of corrective action needed is used to correct the employee's conduct. However, as determined by the City, the discipline issued will depend on the seriousness of the behavior, which could include termination as the first disciplinary step. The following framework provides discipline options that may be taken when an employee violates employment policies or fails to adequately perform his/her duties and doesn't respond sufficiently to counseling and coaching. Progressive steps may be implemented in order to encourage improved performance or attitude but are not required. The City may take any of the following disciplinary actions, or any other action, in any order when a supervisor deems an action or performance of the employee to be serious enough to warrant a certain discipline. Supervisors are to notify Human Resources of disciplinary proceedings and provide copies of written records.

A written Performance Improvement Plan is a tool to give an employee with performance deficiencies the opportunity to succeed. It may be used to address failures, to meet specific job goals, or to ameliorate behavior-related concerns. PIP's should be written with effective goals and sufficient time to address deficiencies. PIP's can be utilized during any step of a disciplinary process but are most commonly utilized during Official Reprimand, Disciplinary Probation, and Suspension.

SECTION 91001 RECORD OF DISCUSSION

An infraction of City policy or continued performance deficiencies may be dealt with, by an employee's supervisor, through the use of a written ~~R~~Record of ~~D~~Discussion. Record of Discussions are issued when an employee's performance deficiencies warrant a disciplinary action more severe than supervisory counseling and coaching. Its purpose is to get the employees attention when normal managerial discussions, meetings, and suggestions have failed to have a beneficial effect. The written documentation shall be considered confidential. The written Record of Discussion shall be placed in the employee's permanent personnel file maintained by Human Resources.

SECTION 91002 OFFICIAL REPRIMAND

After a supervisor has written a record of discussion as described in section ~~4~~901 of this chapter and the employee's performance deficiencies continue to be poor, or if the performance deficiencies are serious enough to constitute moving to this section first the supervisor may provide for an Official Reprimand. The reprimand shall be written, discussed with the employee, and then placed in the employee's permanent personnel file maintained by Human Resources.

SECTION 91003 DISCIPLINARY PROBATION

The purpose of disciplinary probation is to provide a final opportunity for an employee to correct performance issues and/or unacceptable behavior prior to consideration of disciplinary demotion or discharge. In essence, disciplinary probation is a "last chance" for an employee after other disciplinary actions

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have been unsuccessful in effecting the necessary changes in an employee's behavior or performance. ~~An employee may only be placed on disciplinary probation by the Mayor.~~

While on disciplinary probation, the employee shall continue to earn vacation and sick leave, but shall not earn time for the purpose of step increases or promotion; nor shall he/she be allowed to compete in promotional examinations. Disciplinary probation shall not be less than three (3) months or more than six (6) months. A new salary review date will be established upon successful completion of the probation period by adjusting the former salary date by the same number of days the employee was on disciplinary probation.

SECTION ~~910~~04 SUSPENSION

While on suspension, an employee suspended from the City service shall forfeit all rights, privileges, and salary, except that the employee shall not forfeit his/her health plan, pension plan, or life insurance. No employee shall be suspended without pay for more than sixty (60) calendar days.

SECTION ~~109~~05 DISCIPLINARY DEMOTION

Disciplinary demotion is the change in status of an employee resulting from a disciplinary action to a lower pay step in the same range or to a position in a different range with lesser duties and responsibilities and a lower rate of pay. A new salary date will be established.

SECTION ~~910~~06 TERMINATION

As part of its disciplinary policy the City may choose to terminate employment at any time for violation of City policies, procedures, practices, standards of conduct, or for any other unacceptable behavior, action, or practice. If an employee fails to take corrective action after receiving prior discipline, or the offense is deemed serious enough, or the cumulative nature of past disciplinary actions justify it, an employee may be terminated. Disciplinary terminations typically take effect immediately.

CHAPTER 11 — DISCIPLINARY PROCEEDINGS

~~Retaliatory or discriminatory action against an employee for using this procedure or discrimination in the application of this policy shall be a violation of City policy.~~

SECTION ~~110~~1 CAUSES FOR DISCIPLINARY ACTION

~~While not all inclusive, the following list provides examples of impermissible conduct or performance that may lead to disciplinary action up to, and including, immediate discharge.~~

- ~~1. Obtaining employment based on false information or by making material omissions;~~
- ~~2. Theft or misuse of City resources or equipment or the unauthorized removal or possession of another person's property from City premises;~~
- ~~3. Bringing or possessing firearms, weapons, explosives, or similar items into the workplace on City property without authorization;~~
- ~~4. Being under the influence of unauthorized controlled substances or alcohol on the job; failing or refusing a drug test; using, being under the influence of, or possessing illegal drugs while performing City business, or on City time, or on City premises;~~

5. ~~A plea of or finding of guilt, or conviction for official misconduct in office, or conviction of a crime that has a negative impact on an employee's ability to perform the job or which has a negative impact on the City as an employer;~~
6. ~~Insubordination, including improper conduct toward a supervisor or refusal to do work as assigned without proper justification;~~
7. ~~Intimidation, fighting, provoking a fight, bullying, verbal or physical violence toward another employee or member of the public;~~
8. ~~Misusing, abusing, destroying or damaging City property or equipment, including electronic devices and/or communication;~~
9. ~~Violations of safety standards that result in carelessness or negligence in performance of work, which compromises or jeopardizes the safety of the employee or others, including repeated injuries from failing to follow safety in the workplace practices;~~
10. ~~Failure to report a job injury or accident; making false claims or inaccurate statements in the reporting of job injury or accident;~~
11. ~~Habitual tardiness, absenteeism, job abandonment, unexcused or unauthorized absence or leave from work;~~
12. ~~General dishonesty or the falsification or destruction of records;~~
13. ~~Unauthorized disclosure of confidential City information;~~
14. ~~Failure to obtain and maintain licensure requirements lawfully required as a condition of employment in the position;~~
15. ~~Loss of a driver's license, when required by the job description;~~
16. ~~Use of public office or position to obtain personal or financial gain, accepting gifts in exchange for influence or favors given as a City employee;~~
17. ~~Unlawful job discrimination or harassment towards other employees;~~
18. ~~Failure to satisfactorily complete any disciplinary probation period;~~
19. ~~Unsatisfactory or poor performance;~~
20. ~~Failure to comply with or disregard of City and/or Department employment related rules, policies, and prohibitions;~~
21. ~~Not mishandle, improperly care or account for, or use City monies. Including the collection, receipting, depositing or recording of fees;~~

SECTION 1102 DISCIPLINARY ACTIONS

Disciplinary action shall result in one or more of the following actions:

1. ~~Withdrawal of the disciplinary action against the employee;~~
2. ~~Record of discussion, as described in Section 1001 of this policy;~~
3. ~~Official reprimand, as described in Section 1002 of this policy;~~
4. ~~Disciplinary probation, as described in Section 1003 of this policy;~~
5. ~~Suspension, as described in Section 1004 of this policy;~~
6. ~~Disciplinary demotion, as described in Section 1005 of this policy;~~
7. ~~Termination, as described in Section 1006 of this policy;~~

SECTION 1103 PERSONS WHO MAY TAKE DISCIPLINARY ACTION

The Mayor may place an employee on Administrative Leave at any time, pending the result of disciplinary action. A Department Director may delegate to supervisory employee(s) the authority to relieve an employee of his/her duties in an emergency situation pending further action by the Department Director. A Department Director may suspend an employee under his/her supervision for not more than three (3) working days at any one time without the approval of the Mayor. Written notice of suspension shall be given to an employee at the time the action is taken or as soon thereafter as practical. Disciplinary probation, demotion, and discharge are actions that can only be taken by the Mayor.

SECTION 1104 NOTICE OF DISCIPLINARY ACTION

~~Prior to disciplinary action being taken, the Department Director shall advise the employee in writing of the nature of the allegations and that disciplinary action is contemplated. The employee shall meet with the Department Director and may provide any information that he/she may consider appropriate. Disciplinary action is valid only if a written notice is served on the employee and filed with the Mayor and Human Resources as soon as reasonably possible. This notice shall be served on the employee either personally, electronically, or by certified mail and shall include:~~

- ~~1. A written report, in common and concise language, of the acts or conduct upon which the disciplinary action is based. This report will also cite the policy and/or procedures(s) violated.~~
- ~~2. A report detailing the nature of the proposed disciplinary action, which may include conditions or future actions to be taken. This report will include the effective date of the disciplinary action.~~
- ~~3. A copy of Section 1106, Right of Appeal, of this Policy.~~

SECTION 1105 DEMOTION AND TERMINATION

~~The employer/employee relationship for positions that are designated at will can be terminated by either the employee or the City at any time, for any reason, with or without notice. Except as otherwise provided by State or local law or City policy, an employee may only be terminated or demoted, by the Mayor. There is no appeal right for employees in positions designated as at will. Nothing in this policy shall be interpreted to conflict with or to eliminate or modify in any way the employment at will status of non-represented City of Lewiston employees. An involuntary termination of employment or demotion is a management initiated action with or without cause. An employee's Department Director considering involuntary termination must make a request to the Mayor, Human Resource Director, and City Attorney. The circumstances of the request to terminate employment will be reviewed and a determination will be made as to whether termination is warranted. If termination is approved by the Mayor the employee's Department Director and Human Resource representative will notify the employee. The basis for the recommendation to terminate employment or demote shall not be made public unless made so by the employee.~~

~~A Department Director who is considering demotion or termination of an employee who is covered by a collective bargaining agreement in which demotion or termination is for cause must make a written recommendation to the Mayor, Human Resource Director, and City Attorney. The recommendation shall include the specific allegation and the basis of the recommendation, and a copy shall be provided to the employee. The Mayor shall advise the employee in writing of a pre-discharge or pre-demotion hearing. The employee shall be notified in writing of the basis of the recommendation for termination or demotion and shall be advised when the employee will meet with the Mayor to discuss the proposed action. A pre-termination or pre-demotion hearing will be held no sooner than three (3) business (3) days after the written notification of the proposed action has been served on the employee. No hearing will be held for employees being placed on disciplinary probation. At a pre-termination or pre-demotion hearing, the employee may present information in response to the charges, including witness testimony. The hearing shall be informal. Human Resources, the City Attorney, and Department Director and/or Manager may be present. This is an employment matter and the employee's attorney, if one is obtained, will not be permitted to attend. The Mayor shall conduct the pre-termination or pre-demotion hearing without swearing of witnesses, without allowing cross examination, and without observing formal rules of evidence. The basis for the recommendation to terminate employment or demote shall not be made public unless made so by the employee. After reviewing the information provided the Mayor shall make a decision within ten (10) business days. The employee shall be given written notice of the Mayor's decision and the basis for such decision. The decision of the Mayor is final and binding.~~

SECTION 1106 RIGHT OF APPEAL

All employees shall have the right of appeal to the Mayor from any disciplinary action taken by his/her Department Director under this chapter, other than a recommendation for disciplinary probation, demotion, or termination, which are to be addressed in accordance with Section 1105. Such appeal must be filed with the Mayor with a copy to the Department Director and Human Resources Director within ten (10) calendar days after receipt of written notice of disciplinary action. The appeal must state specifically the facts upon which it is based.

The Mayor shall render a final decision on the matter within ten (10) work days after receipt of the appeal, with or without a hearing in the discretion of the Mayor. Failure of an employee to file an appeal within the period specified constitutes a waiver of a right to appeal. At any time after an appeal has been filed, an employee shall have the right to withdraw his/her appeal by written notification to the Mayor.

SECTION 1107 NAME CLEARING HEARING

An employee who has been terminated from employment based upon public allegations of dishonesty, immorality, or criminal misconduct is entitled to a name-clearing hearing. An employee must request a name-clearing hearing in accordance with the requirements set forth below. Failure to request a name-clearing hearing constitutes a waiver of this opportunity.

The procedure for a name-clearing hearing is as follows:

- a. Within fourteen (14) calendar days of his/her termination the employee may submit a written request for a name-clearing hearing, stating with particularity the basis for the requested hearing. The written request must be submitted to the Mayor and Human Resources Director. Written requests that are untimely submitted or that fail to state a particular, legally recognized basis will not be granted. An employee will be promptly notified if a requested hearing is denied.
- b. An employee who is legally entitled to a name-clearing hearing, will meet with the City Council in executive session.
- c. An audio recording of the hearing, capable of being transcribed, will be made and maintained as part of the personnel record.
- d. The employee's supervisor, Department Director, and/or the Mayor may provide a written statement at least twenty-four (24) hours prior to the hearing in response to the employee's allegations. The City Council may require the employee's supervisor, Department Director, Human Resources Director, and/or the Mayor to participate in the hearing.
- e. The employee will be provided an opportunity to present evidence upon which the allegations are based.
- f. The City Council may ask questions during this process.
- g. The employee may question participants during this process.
- h. The Idaho Rules of Evidence do not apply during the name-clearing hearing.

After the hearing, the City Council will consider the information submitted, and such other information as might be in the City's records, to arrive at a decision concerning the employee's allegations. The City Council's decision will set forth in writing the reasons for the City Council's determination. If, as a result of this opportunity to be heard, the City finds fault with the basis for the City's action, remedial action may be prescribed, including restoration of employment and payment of back pay.

Issues involving job performance or employee attitude, without allegations of dishonesty, immorality, or criminal misconduct, are not the proper subject of a name-clearing hearing and will not be heard.

CHAPTER 10 – SEPARATION FROM CITY EMPLOYMENT

SECTION 1001 RESIGNATION

In order to be considered as having resigned in good standing, an employee shall be required to submit a written notice of his/her resignation to his/her Department Director at least fourteen (14) calendar days prior to the effective date of their resignation. Both written and oral resignation are effective upon receipt by a supervisor. Oral resignations should be documented by the supervisor after consultation with the Human Resources Director. Evidence of the written or oral resignation should be provided to the employee and placed in the employee's personnel file. The Mayor may authorize the resignation in good standing when in their opinion there are sufficient reasons to waive the requirements of this section. If an employee separates not in good standing, the employee is unable to return to employment with the City. Resignation in lieu of termination is not leaving in good standing.

The separation date will be the last day/shift the employee reports to his/her work site. When an employee may take up to thirty (30) calendar days of accrued leave prior to the employee's last day, with approval is granted permission by the Department Director or Mayor to take accrued leave in excess of thirty (30) or more consecutive days prior to the employee's last day, in lieu of taking or to reduce the payout upon separation. Additional time may be approved in extenuating circumstances with approval of the employee's Department Director. During this period of leave, no vacation or sick leave will accrue during the granted period of leave. Accrued leave means any leave including vacation, sick leave, compensatory time, floating holiday, and wellness holiday that the employee has accrued.

Employees who have an unexcused or unauthorized absence of 3 or more working days in a row may be considered to have resigned through abandonment of his/her position. If an employee's words or actions indicate an intent to resign, including having an unexcused or unauthorized absence of 3 or more working days in a row, the City will consider the employee as having resigned and immediately notify him/her of such.

SECTION 1002 REDUCTION IN FORCE

On occasion, the City may need to reduce staff. Some business reasons for this may be economic need, restructuring of operations, combining of departments or functions, and streamlining or elimination of departments, functions, or positions. If a reduction in staff is deemed necessary, the Department Director of the department to be affected will work with the Mayor and Human Resources Director to document the reason and process for the reduction in force.

In some cases, the City may be able to transfer an employee whose position is being eliminated into another area. Employees offered positions elsewhere in the City will not be eligible for any severance payments.

SECTION 1003 DISCIPLINARY ACTION

An employee may be discharged at any time as a form of disciplinary action, as provided in Chapter 9 of this Policy.

SECTION 1004 RETIREMENT

All regular employees who retire under the provisions of the PERSI retirement plan and provide the City with at least fourteen (14) calendar days' notice of their intent to retire, shall be deemed to have been separated from the City service in good standing.

SECTION 1005 PAYMENT ON RESIGNATION, TERMINATION, OR COMPLETION OF ASSIGNMENT OR TERM

If an employee resigns or is terminated involuntarily, he or she will be paid on the next regularly scheduled payday, or within 10 days of the separation, whichever is earlier. Employees are entitled to make a written request to be paid sooner and must be paid within 48 hours of that written request being received.

SECTION 1006 EXIT INTERVIEW

Employees who leave The City for any reason may be asked to participate in an exit interview. This interview is intended to permit terminating employees the opportunity to communicate their views regarding their work with The City, including job duties, job training, job supervision, and job benefits. At the time of the interview, employees are expected to return all City-furnished property, such as uniforms, tools, equipment, I.D. cards, keys, credit cards, documents, and Manuals. Arrangements for clearing any outstanding debts with The City and for receiving final pay also will be made at this time.

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CHAPTER 11 – GRIEVANCE PROCEDURE

SECTION 1101 NON DISCIPLINARY MATTERS

Employees should have an opportunity to present their work related complaints and to appeal employment related non disciplinary management decisions other than discharge, through a grievance procedure. The City will attempt to promptly resolve all grievances that are appropriate for processing under this Policy. Use of the grievance procedures shall not reflect unfavorably on the employee, the supervisors, the Department Director, or the general management of the City. Retaliatory or discriminatory action against an employee for using the grievance procedure is prohibited and shall be a violation of City policy.

SECTION 1102 GRIEVANCE PROCEDURE

The grievance procedure is not available to an employee recommended for discharge or selected for layoff. The grievance procedure is available to regular employees who express dissatisfaction concerning an interpretation or application of an adopted City policy by the Mayor, a supervisor, or other employee. All grievances must be in writing.

Examples of matters that are appropriate to grieve include:

1. A belief that adopted City or department policies, practices, rules, regulations, procedures, or directive by a supervisor have been improperly applied in a manner detrimental to an individual, employee, or violate an employee's professional ethics.;
2. Treatment considered unfair by an employee, such as coercion, reprisal, harassment, or intimidation;
3. Alleged discrimination because of actual or perceived race, color, national origin, ancestry, religious creed, gender, marital or familial status, physical or mental disability, sexual orientation or gender, identity, expression or veteran's status; and
4. Improper or unfair administration of employee benefits or conditions of employment, such as vacations, promotions, holidays, or salary.

The grievance procedure has a maximum of three steps, but grievances may be resolved at any step in the process. Grievances should be fully processed until the employee is satisfied with the result, the employee

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fails to file a timely appeal, or the employee exhausts the right of appeal. A decision becomes final when an employee fails to file a timely appeal or when a decision is made in step three.

An employee who thinks he/she has an appropriate grievance should:

1. Promptly bring the grievance to the attention of the immediate supervisor. If the grievance involves the supervisor, then it is permissible to proceed directly to step two. The supervisor is to investigate the grievance, attempt to resolve it, and notify the employee of the supervisor's decision within seven (7) calendar days. The supervisor shall prepare a written and dated summary of the grievance and proposed resolution. A copy of the written summary shall be provided to the Department Director and Human Resources Director.
2. Appeal the supervisor's decision to the Department Director if dissatisfied with the supervisor's decision, or initiate the procedure with the Department Director if the first step has been bypassed. An appeal must be made in writing within seven (7) working days of receipt of the supervisor's decision. The Department Director will, within ten (10) calendar days from the date the complaint or appeal is received, confer with the employee, the supervisor, and any other persons considered appropriate; investigate the issues; and communicate a decision in writing to all parties involved.
3. Appeal the Department Director's decision to the Mayor, if dissatisfied with the Department Directors decision. Such appeal must be made in writing within seven (7) working Days of receipt of the Department Director's decision. The Mayor will review and investigate the grievance and issue a written, final, and binding decision within ten (10) working days of the Mayor's receipt of the written appeal.

Employees are encouraged to consult with the Human Resources Director and/or their supervisors regarding employee complaints or disputes. A final decision on grievances will not be precedent setting or binding on future grievances.

Information concerning an employee grievance is to be held in confidence to the greatest extent possible while allowing a thorough investigation of the circumstances involving the grievance. Supervisors and Department Directors who investigate a grievance are to discuss it only with those individuals who have a need to know or who are needed to supply necessary background information or advice. Time spent by employees in grievance discussions during their normal working hours will be considered hours worked for pay purposes.

Employees are not to be penalized for proper use of the grievance procedure. However, it is not considered proper use if an employee raises grievances in bad faith or solely for the purpose of delay or harassment. At its discretion, the City may refuse to proceed with a grievance that is made in bad faith or solely for the purpose of delay or harassment.

CHAPTER 12 - PERSONNEL RECORDS, REPORTS, AND NOTICES

SECTION 1201 OBJECTIVES OF MAINTAINING ADEQUATE PERSONNEL REPORTS AND RECORDS

Objectives of maintaining adequate personnel records and reports shall be:

1. The documentation necessary to show that the legal, regulatory, and procedural requirements have been met in all personnel actions.
2. A basis for preparing annual evaluations and making decisions. involved in personnel actions and for planning operations.

3. A basis for reports on personnel activities.
4. Training and development.

SECTION 1202 PERSONNEL ACTION FORMS

Every appointment, transfer, promotion, demotion, change of salary, resignation, retirement, discharge, suspension, and any other temporary or permanent personnel action shall be reported to the Mayor and the Human Resources Department and a record including effective date of the same shall be kept by the Human Resources Department.

SECTION 1203 PERSONNEL FILES

The Human Resources Department is responsible for overseeing record keeping for all personnel information and shall maintain the official personnel files on employees, showing each employee's name, address, emergency information, position title, salary, assigned department, changes in salary, performance evaluations, record of personnel actions, employment status, benefit forms, and such other information as may be considered pertinent. The form and manner in which such information shall be maintained shall be determined by the Mayor. Employees have a responsibility to keep their personnel records up-to-date and are to notify the Human Resources Department, as appropriate, in writing of any changes including name, address, phone numbers, marital status (for benefits and tax withholding purposes only), beneficiary designations for any of the City's insurance, disability, pension, and deferred compensation plans, and person to be notified in case of an emergency.

Personnel records are stored digitally and are confidential. An employee's personnel record may be examined by the employee, immediate supervisor, Department Manager, Mayor, City Attorney's office, Human Resources, and any other person authorized by law to access the record. Upon separation of an employee, the Human Resources Department shall retain personnel records in accordance with State law and the City's Records Retention Policy and Schedule, as may be amended from time-to-time.

SECTION 1204 ACCESS TO DEPARTMENT RECORDS

Each department may keep and maintain such personnel records as may be deemed necessary for the purpose of carrying out the provisions of this Policy and the functions of the department. A supervisor's file on an employee shall contain information necessary to complete the annual performance evaluation. Once the evaluation is completed for that period, supplemental notes, records of discussion, or dated material used to prepare the evaluation, other than those that are considered permanent per the City's Records Retention Policy and Schedule, will be destroyed or archived with Human Resources in an appropriate and secure manner, in accordance with the City's Records Retention Policy and Schedule, as may be amended from time-to-time. The Mayor shall have access to all department reports, records and documents dealing with personnel matters, the examination of which will aid him/her in the discharge of his/her duties.

SECTION 1205 PUBLIC RECORDS REQUESTS & CONFIDENTIALITY

The disclosure of records and information prepared and maintained by the Human Resources Department shall be governed by the Idaho Public Records Act.

Neither the Human Resources Department nor anyone in the City service shall be allowed to make known the gender, race, marital status, birth date, home address, phone number, Social Security number, application forms, testing and scoring materials, grievances, correspondence, and performance evaluations, as contained

in the personnel records of any employee, officer, or appointed official without the prior approval of that employee, officer, or appointed official, unless otherwise required by law or court order.

SECTION 1206 RECORD KEEPING

Personnel files and payroll records shall be retained pursuant to the laws of the State of Idaho and the City's Records Retention Policy and Schedule, as may be amended from time-to-time.

SECTION 1207 EMPLOYEE REFERENCES

Unless otherwise required by law or a court order or subpoena, or authorized in writing by an applicant or employee, the Human Resources Department will furnish only the following information regarding applicants or former or current employees in response to a request for references:

1. Job title
2. Pay grade and step
3. Hire date
4. Hourly salary
5. Status
6. Workplace

CHAPTER 13 - EMPLOYEE TRAINING AND EDUCATION

The City shall encourage the training, self-improvement, and personal development of all employees, which includes two general phases: on-the-job training and education programs.

SECTION 1301 ON-THE-JOB TRAINING

Responsibility for developing training programs for employees shall be assumed jointly by the Department Director, Mayor, and supervisor. Such training may include demonstrations, assignments of reading matter, lecture courses, or other strategies to improve the effectiveness and broaden the knowledge of employees.

SECTION 1302 IN-HOUSE EDUCATION PROGRAMS

Personal, professional development, workplace, diversity, and other training is vital to the success of each employee and to the City. Employees will be given advanced notice when courses are offered, such as Safety, Wellness, Risk Insurance, and Leadership and Managerial Instruction. -In addition, training such as Harassment, Diversity, Workplace Violence, or other training may be required for all employees by the Mayor from time-to-time. A supervisor or Department Director can require an employee to attend in house training programs or other outside training opportunities.

SECTION 1303 SAFETY AWARENESS & EDUCATION

The City of Lewiston is committed to workplace safety and strives to provide a safe and healthy work environment for all employees. The Risk Manager will constantly evaluate working conditions and develop safety training and education for the prevention of occupational injury and property damage.

Department Directors, managers, supervisors, ~~foremen~~, and work leaders are responsible and accountable for a safe working environment and safe work practices. In addition, it is the responsibility of all employees to

consider safe practices in all aspects of planning, design, supply, construction, operation, and administrative work. Departments may have specific policies related to their function dealing with personal protective equipment, work practice controls, decontamination, occupational exposure and accident reporting or testing, and general safety measures, as applicable to each department. Employees must read, understand, and comply with such departmental policies.

SECTION 1304 TUITION REIMBURSEMENT PROGRAM

Advanced education programs are available throughout the region, and the City offers financial support, subject to available funds, to full-time regular employees for approved courses. Tuition reimbursement should not be construed as a commitment from the City to fund an employee's secondary education. Employees must keep in mind that, due to budgeting and department restraints, the City is under no obligation to approve employee requests for tuition reimbursement. Funds allocated shall be divided among those employees making the request in a fair and equitable manner. A course completion grade of "C" or better is required for reimbursement. Courses taken at any accredited college, university, high school, business or technical school, or courses given by a recognized correspondence school may be approved when they are:

1. Related to the employee's present position with the City of Lewiston, and,
2. Required to obtain any license or certification applicable to the employee's present position.

An employee may qualify for a maximum of one thousand (\$1000) dollars of tuition reimbursement per fiscal year plus up to one hundred (\$100) dollars in textbooks. In the event an employee receives assistance under federal or State government legislation or other student aid programs for education, only the difference between actual charges and the amount of other assistance will be eligible for reimbursement under this program.

APPLICATION PROCEDURE

1. A Tuition Reimbursement Request form with any supporting documentation (see # 2 below) must be approved and signed by the Department Director and the Mayor. A separate form is required each fiscal year and should only list courses to be taken during the fiscal year. Forward the completed form, with your Department Director's recommended approval, to Human Resources at least thirty (30) days before the start of classes. Human Resources will verify expected availability of funds and forward to the Mayor for final approval of the Tuition Reimbursement request. All requests are subject to available funds.
2. Courses will be taken on an employee's own time. If a course is to be taken during the day, the employee shall submit a memo with his/her application explaining how the employee will make up any time missed from work. The Department Director may recommend approval or denial of the request at the first level should any absence be expected to result in a negative impact on departmental operation.
3. Following course completion, the employee will submit to the Human Resources Department: (a) a copy of the employee's course grades, (b) a copy of the entire semester tuition charges listed with all courses taken, (c) a list of all fees charged for the courses and any tuition assistance provided - from the institution, and (d) all book receipts. Funds available for reimbursement will be apportioned by the Mayor in a fair and equitable manner until those funds are exhausted for the year.

The Tuition Reimbursement Request form is provided on the City's website or may be obtained from the Human Resources Department.

CHAPTER 14 – HIPAA, ILLNESS, & LIFE-THREATENING, CONTAGIOUS, AND/OR DEBILITATING ILLNESS

SECTION 1401 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

The City of Lewiston is committed to ensuring the privacy of all individuals regarding their protected health information (PHI) and follows established procedures as required by federal, state, and local laws and regulations, in the collection, use, disclosure, and maintenance of PHI including but not limited to:

- City-provided emergency medical services (EMS)
- Employee assistance programs (EAPs)
- Employee health and disability insurance programs
- Employee records involving medically-related leave (Sick Leave, FMLA, and worker's compensation)
- Any other employee records that may contain PHI

This policy is promulgated to comply with the federal mandate to protect the privacy of individually identifiable health information and medical records known as the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The City of Lewiston reserves the right in its sole discretion to change or modify this policy at any time in the future.

SCOPE

This policy applies to the City of Lewiston and its employees, elected officials, appointed officials, independent or private contractors, student and legal interns, and volunteers.

DEFINITIONS

Authorization: Written permission from an individual for use and disclosure of their PHI for a specific purpose and timeframe. To be valid, an authorization must be signed and dated by the individual.

Breach: Breach means the acquisition, access, use, or disclosure of PHI in a manner not permitted under this policy and law which compromises the security or privacy of the PHI.

City: City of Lewiston, Idaho

CFR: Code of Federal Regulations

Consent: Statutory permission for the City to use and disclose PHI for payment operations. Consent does not generally allow the City to obtain PHI from other parties without authorization from an individual to whom the records pertain.

Covered Entity: Any health plan, healthcare clearinghouse, or healthcare provider, that transmits to the City, or receives from the City, PHI in various forms.

Disclose, Disclosure: To release, transfer, send, or provide access to PHI.

Employees: Any individual performing work on behalf of the City, whether paid or not including, but not limited to, elected officials, appointed officials, independent or private contractors, student and legal interns, and volunteers.

EMS: Emergency Medical Services provided by the City.

HIPAA: Health Insurance Portability and Accountability Act of 1996

Individuals: A person who is the subject of PHI including employees and users of EMS provided by the City.

Internal Use: Collecting, using, disclosing, and maintaining PHI within and between City departments and employees.

Law Enforcement Official: A person who is empowered by law to investigate and/or prosecute violations of the law.

Legal Representative: A person who is legally authorized to act on behalf of an individual for healthcare decisions. A legal representative includes parents or legal guardians of a minor child, a person holding power of attorney, a legally appointed guardian or conservator, or a person appointed by a court of competent jurisdiction, as long as the power granted to the legal representative includes managing the individual's healthcare.

Minimum Necessary: The least amount of disclosure of PHI necessary to achieve the intended purpose of the disclosure.

Notice of Privacy Practices (NPP): The NPP provides information regarding the City's practices in the collection, use, disclosure, and maintenance of PHI and related rights.

OSHA: Occupational Safety and Health Administration of the federal government.

Payment: Funds paid to the City/ for EMS performed by the City or a bill for EMS performed by the City.

Protected Health Information (PHI): Health-related information, in any form, which identifies the individual or provides a reasonable basis by which to identify an individual.

Privacy Officer: Human Resources Department.

Public Health Authority: A government agency that is responsible for public health matters as part of its official duties.

Redacted Information: PHI where the following identifiers have been removed: name, street address, birth date, date service provided, death date, telephone and/or facsimile numbers, electronic mail address, Social Security number, health plan or insurance plan number, vehicle identification number (VIN), vehicle license plate number, photographs, finger or voice prints, or any other unique identifying number, characteristic, or code.

Required by Law: A legal mandate or requirement which is enforceable by a court.

Workforce: Employees, volunteers, trainees, and others who perform work on behalf of the City, whether paid or not and who have access to PHI collected, used, disclosed, and maintained by the City.

RESPONSIBILITIES

Executive/Management: The City Attorney and the Mayor. Duties generally include:

- Establishment of program objectives
- Approval of this privacy policy
- Enforcement of sanctions related to this policy
- Designation of the Privacy Officials

Privacy Officials: The Human Resource Department employees are designated as the Privacy Officials. Duties generally include:

- Answer questions related to this policy
- Development of privacy policies and procedures
- Coordination and implementation of policy throughout City departments
- Oversight of training in HIPAA compliance
- Receiving and processing privacy complaints
- Receiving and processing individual rights requests
- Ensuring retention of HIPAA policies and procedures, complaints, and investigative materials to meet compliance requirements

Employee: Understand and comply with the City's policies regarding the appropriate handling of PHI.

DESIGNATED RECORD SET

Human Resources, Ambulance Billing Division, Executive, Finance, and City Attorney have PHI information within the City of Lewiston and its offices both physical and electronic.

NOTICE OF PRIVACY PRACTICES (NPP)

At the time of hire, employees who in the course of their work may encounter employee or patient PHI, the City shall provide a written Notice of Privacy Practices (NPP) and receive acknowledgment of receipt. At the first billing, the City shall provide a written NPP and receive acknowledgment of receipt from all users of EMS. The NPP provides information regarding the City's practices in the collection, use, disclosure, and maintenance of PHI and their related rights. The City will collect, use, disclose, and maintain PHI only in the performance of authorized human resource functions and billing and payment operations by the Ambulance Billing Division and will do so in the conformance with the contents of this notice and this policy. The City will also provide such notice to any person upon request. The Ambulance Billing Division will make two (2) attempts to receive acknowledgement of receipt of the NPP from each user of EMS and document such in the individual's medical record.

MINIMUM NECESSARY POLICY

City employees will access, collect, use, disclose, and maintain only the minimum necessary PHI needed to perform any authorized human resource function and to perform billing and payment operations. City employees shall not attempt to access, collect, use, disclose, and maintain more than the minimum necessary PHI needed to perform any authorized human resource function or to perform the billing and payment operations of the City. Any City employee who has questions regarding this section should consult with their supervisor and/or a HIPAA Privacy Officer.

USE AND/OR DISCLOSURE OF PHI

City employees shall not disclose PHI to any other person not employed by the City, or to any outside entity, including for research, marketing sales, or fundraising purpose unless the City is in possession of valid written authorization from the individual in question or the individual's legal representative. All authorizations shall be in writing and shall contain an expiration date and an event for which the authorization is valid. An individual may withdraw authorization at any time by giving the City a written notice of withdrawal or revocation. The City will retain any signed authorization or revocation for six (6) years from the date it was last in effect. Use and disclosure restrictions in this policy also apply to deceased persons for a period of fifty (50) years.

Identity verification: City employees will make a good faith attempt to verify the identity and authority of any person requesting PHI prior to disclosing the information.

Minors' rights: The City will not disclose the PHI of a minor to a parent or custodial or legal guardian without authorization if the EMS provided by the City resulted from a treatment or procedure that did not require parental or guardian within the state they were treated. The City will not disclose the PHI of a minor to a parent or custodial or legal guardian without authorization if the City has a reasonable belief the disclosure of the PHI would endanger the minor.

Non-authorized individuals: The City will generally not disclose PHI to a spouse, friend, family member, adult child, or other persons identified by a patient without signed authorization as provided above. However, the City may disclose PHI that is directly relevant to the involvement of such persons in the patient's care or payment or billing operations for health care. If the patient is present, or is otherwise available prior to the disclosure, and has the capacity to make health care decisions, the City may discuss this information with the family and these other persons if the patient agrees or, when given the opportunity, does not object. The City may also share relevant information with these persons if it can reasonably infer, based on professional judgment and experience, the patient does not object. An individual may specifically restrict any disclosure of PHI.

EXCEPTIONS TO AUTHORIZATION

HIPAA provides for numerous exceptions to authorization. They include the following:

Internal Use: City employees whose job responsibilities include human resource functions, EMS billing and payment operations, or other treatment, payment and healthcare operations will have access to, and may use and disclose to other City employees the minimum necessary PHI needed to effectively conduct their job functions such as human resource functions, EMS billing and payment operations, or other treatment, payment and healthcare operations, except psychotherapy notes.

Authorization from another agency: The City may disclose PHI upon receipt of an authorization from another entity, unless the authorization is incomplete, contains false information, has been revoked, or is expired. The City will rely on the outside entity that obtained the authorization to have requested the minimum necessary PHI needed.

10.3: Redacted information: The City may disclose redacted PHI where the following identifiers have been removed: name, street address, birth date, date service provided, death date, telephone and/or facsimile numbers, electronic mail address, Social Security number, health plan or insurance plan number, vehicle identification number, vehicle license plate number, photographs, finger or voice prints, or any other unique identifying number, characteristic, or code.

Public health activities: The City may disclose PHI to a public health authority that is authorized to collect, use, disclose, and maintain such information for activities preventing or controlling disease, the reporting of disease, maintaining vital statistics, conducting public health surveillance or interventions, or reporting adverse health events with respect to food or other products.

Domestic abuse, neglect, violence: As required by mandatory reporting laws, the City will disclose the PHI of an individual to the government law enforcement agencies authorized by law to receive such information if the City, or its representative, reasonably believe the individual to be a victim of domestic abuse, neglect, or violence. If the individual is a legal adult, the City will advise the individual the report was made.

Coroners and medical examiners: The City may disclose PHI to a coroner, medical examiner, or funeral director for identifying deceased persons, determining cause of death, or other legally authorized duties.

Fiducial and administrative proceedings: The City may disclose PHI by order of a court or administrative agency of competent jurisdiction. Disclosures in response to court orders will be made in accordance with the policies and procedures of the specific state's laws. The City may also disclose PHI as required by the law of any state.

Inmates of correctional institutions: The City may disclose the PHI of an inmate to a correctional institution or jail having lawful custody of that inmate.

Military personnel: The City may disclose the PHI of any military personnel for activities deemed necessary for military purposes by the appropriate military authority.

Other covered entities: The City may disclose PHI to providers, health plans, and/or healthcare clearinghouses for treatment, billing and payment operations except for psychotherapy notes.

Minors: The City may disclose the PHI of a minor child to the parent or the custodial or legal guardian. If insurance coverage is obtained through a non-custodial parent, the City may disclose to the custodial and non-custodial parent the minimum necessary PHI required to ensure payment for EMS.

INDIVIDUAL RIGHTS

HIPAA provides for numerous individual rights. They include the following:

Right to access/copy: Individuals may request a copy of any of their PHI records created and/or maintained by the City. The request must be in writing and must be signed by the individual. The City may charge a reasonable fee to recover the cost of copying the records.

Right to amend: Individuals have the right to seek amendment or clarification of their PHI created and/or maintained by the City. The City in its sole discretion may amend an individual's PHI if it is demonstrated that those records are inaccurate. In the event the City declines to amend the individual's PHI, the individual has the right to append a written statement to the City's record of the individual's PHI. The request to append a written statement must be in writing and signed by the individual.

Right to restrict use or disclosure: Individuals have the right to request the City restrict the use and/or disclosure of their PHI. However, the City may deny this request if the information is required to perform any authorized human resource function or EMS billing and payment operations. The request must be in writing and must be signed.

Right to confidential communications: Individuals have the right to request that the City use alternative means or alternative locations when communicating PHI or billing information to the individual. However, the City may deny this request if it interferes with the City's ability to perform any authorized human resource function or EMS billing or payment operations. The request for the use of alternative means or locations must be in writing and signed by the individual.

Right to an accounting of disclosures: Individuals have the right to an accounting of all disclosures the City has made regarding their PHI within the six (6) years prior to the request. The City is not required to account for disclosures made by the City pursuant to a request before the effective date of this policy or to track disclosures made to carry out authorized treatment, payment or healthcare operations. The City may temporarily suspend an individual's right to receive and accounting of disclosures made if the City receives a notice in writing from any duly constituted law enforcement agency stating disclosure would impede law enforcement activities.

Right to file a complaint: Individuals and employees have the right to make a written complaint directly to a Privacy Officer concerning the City's policies and procedures with respect to the collection, use, disclosure, and maintenance of their PHI and/or concerns they have regarding the City's compliance with the policies and procedures in this regard. All complaints shall be in writing, signed by the complainant, and delivered to a Privacy Officer. The Privacy Officers will investigate the complaint and advise the complainant of the results of the investigation. However, any disciplinary actions taken against City employees as a result of the investigation shall be confidential and will not be disclosed to the complainant. The City's Privacy Offices shall be the Human Resources Department or designee at P.O. Box 617, Lewiston, Idaho 83501, (208)746-3671. Individuals and employees also have the right to make a complaint directly to the Secretary of the U.S. Department of Health and Human Services.

For details on filing a complaint go to: www.hhs.gov/ocr/privacy/hipaa/complaints/index.html

Note: Requests may take up to thirty (30) days to process and the results of any request or investigation will be made in writing.

SAFEGUARDS FOR THE PROTECTION OF PHI

The City has established certain safeguards to protect the collection, use, disclosure, and maintenance of PHI within the City's offices. They include the following:

Administrative safeguards: Access to PHI maintained and stored by the City is limited to certain employees and those employees have been trained in the use and disclosure of PHI specific to their job function including the use of phone, facsimile, email, and other electronic or computer disclosure of PHI and verifying the identity of individuals requesting PHI.

Physical safeguards: All City office areas where PHI is maintained have restricted public access by means of locked doors, counters, and other physical barriers, and are monitored by employees during normal business hours. All City-owned buildings containing offices where PHI is maintained are locked during non-business hours. City Hall also has security cameras in specific places to record access to its facility. File cabinets where PHI is maintained are kept locked at all times.

Technical safeguards: Computer access to systems where PHI is maintained is limited to certain employees and is restricted by password protection. Outgoing facsimile transmissions containing PHI are prefaced by a cover sheet that contains a HIPAA warning. Incoming facsimile transmissions to the Ambulance Billing Division are received at a location continually monitored by Ambulance Billing Division personnel during normal business hours. Restricted access to this area is accomplished by employee monitoring and signage.

NOTIFICATION OF BREACH OF PHI

Except for exclusions listed below, in the event of a breach of PHI, as defined by this policy, the City will notify individuals of the breach in accordance with CFR 45 164.404 through 164.412. To the extent Practicable, the City will mitigate any harmful effect that is known to it of a use or disclosure of PHI in violation of its policies and procedures or the requirements of HIPAA by the City or its business associates.

Exclusions: The following are excluded from the notification of a breach of PHI: 1) Any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of the City, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted by this policy; 2) Any inadvertent disclosure by a person who is authorized to access PHI at the City to another person authorized to access PHI at the City, or organized health care arrangement in which the City participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under this policy; 3) A disclosure of PHI where the City has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

DOCUMENT RETENTION AND DISPOSAL OF PHI

The City has established certain policies to guide the retention and disposal of documents containing PHI. They include the following:

Retention: Documentation required by HIPAA and this policy will be maintained by the City, in a secure fashion, for six (6) years after the date of the document's creation or the last date action was taken on the document, whichever is later. However, PHI related to employee exposure to communicable diseases will be maintained by the City, in a secure fashion, for thirty (30) years per the requirements of 19 CFR 1910.1020.

Disposal: All PHI will be destroyed in a manner that protects its confidentiality and in accordance with Idaho state law and the City's document destruction policies and procedures unless otherwise in conflict with HIPAA requirements.

WORKFORCE TRAINING

The City shall provide training to employees who are likely to have access to PHI in the course of their duties such as authorized human resource functions and in billing and payment operations for EMS. The training will be as necessary and appropriate for the employees to perform their job responsibilities pursuant to this policy. The training may be in-house or contracted out to a private entity specializing in such training.

BUSINESS ASSOCIATE AGREEMENTS

The HIPAA Rules generally require that covered entities and business associates enter into contracts with their business associates to ensure that the business associates will appropriately safeguard PHI. The City makes every attempt to obtain such agreements and contracts with its business associates.

SANCTIONS

Employees having been investigated and found to have violated this policy will be disciplined in accordance with the City of Lewiston Personnel Policy and/or any applicable collective bargaining agreement to which they are subject.

PROHIBITION OF RETALIATORY ACTS/WAIVER OF RIGHTS

Neither the City nor its employees will intimidate, threaten, coerce, discriminate against or take other retaliatory action against any individual for the exercise by the individual of any right established, or for participation in any process provided for, by this policy, including the filing of a complaint under this section; nor for testifying, assisting or participating in an investigation, compliance review, proceeding or hearing; nor for opposing any act or practice made unlawful HIPAA, provided the individual or person has a good faith belief that the practice opposed is unlawful, and the manner of opposition is reasonable and does not involve a disclosure of PHI in violation of this policy.

The City will not require individuals to waive their rights to complain to either the HIPAA Privacy Officer or to the Secretary of the U.S. Department of Health and Human Services as a condition of the provision of treatment, payment, enrollment in a health plan, or eligibility for benefits.

SECTION 1402 LIFE THREATENING, CONTAGIOUS, AND/OR DEBILITATING ILLNESSES

The City recognizes that employees with life-threatening, contagious, and/or debilitating illnesses, such as cancer, heart disease, hepatitis, acquired immune deficiency syndrome (AIDS), and other medical conditions, may wish to continue working. The City respects and supports this wish, provided the employee can maintain required performance and attendance standards and the condition does not pose a health or safety threat to the employee, his/her fellow employees, or the general public.

The City recognizes that an employee's health condition generally is a private and personal matter and, consequently, will protect the confidentiality of the situation and any information or documentation relating to it. The City will instruct its employees to do the same to the extent consistent with the City's obligation to the employee, the general public, and the City itself. The City recognizes and retains the right to request medical examinations and/or consultations at the employee's expense, regarding an employee's medical condition.

When management becomes aware of potentially life-threatening, contagious, and/or debilitating conditions, the Human Resources Department should be consulted as soon as possible. The evaluation of the potential challenges that accompany these conditions will be handled on a case-by-case basis and will consider existing medical and scientific evidence. The Human Resources Department will consult with legal counsel regarding the applicable employee and safety-related laws and regulations.

When dealing with situations involving life-threatening, contagious, and/or debilitating illnesses, managers should:

1. Contact the Human Resources Department if there is a concern that the nature of an employee's illness may endanger the employee, fellow employees, or the general public;
2. Contact Human Resources to determine if a statement should be obtained from the employee's attending physician that continued presence at work will pose no danger to the employee, fellow employees, or the general public;
3. Make reasonable accommodations for employees with these illnesses consistent with business needs and the Americans with Disabilities Act, as amended from time-to-time (ADA);

4. Consider transfer of an employee with a life-threatening, contagious, and/or debilitating illness who requests such a transfer. Unless there is objective evidence of an illness and/or disability posing a threat to fellow employees, the City will not transfer other employees out of the work area except by normal practice and procedure;
5. Be sensitive and responsive to fellow employees' concerns and utilize the employee education available through Human Resources;
6. Arrange for any leave time the employee may need, including FMLA

CHAPTER 15 - MISCELLANEOUS

SECTION 1501 RECYCLING AT CITY FACILITIES

~~It is the policy of the City of Lewiston to promote recycling at City facilities, including City Hall, Bell Building, Police Department, Fire Stations, Community Center, and the Library. Employees will place recyclable materials in appropriate containers provided by the respective departments or the Sanitation Division.~~

SECTION 1501~~2~~ INCLEMENT WEATHER

The City of Lewiston recognizes that inclement weather and other emergencies can affect its ability to be open and/or for services to continue. The purpose of this policy is to establish specific guidelines and procedures in the event of inclement weather or other emergency situations.

DEFINITIONS

City: City of Lewiston, Idaho and its employees, departments, and divisions.

Essential employees: Personnel within departments that are needed in order for continued necessary services and public protection. Directors and Chiefs will determine essential personnel for their departments.

Inclement Weather: Severe weather. Examples are significant snowfall that limits the public and employees to safely travel on city roadways or inhibits city staff to clear the roadways, extreme storms involving high winds, lightning, or rain, downed power lines or trees creating an unsafe travel and/or work environment.

Emergency: Events either weather, chemical, or environmental that are serious, possibly unexpected, and dangerous. Examples include power failures, fires, chemical spills, natural disasters, etc.

POLICY

It is the policy of the City to remain open during most periods of inclement weather or emergency events. On occasion, inclement weather or other unforeseen occurrences will prevent normal City operations and necessitate the closing of a City facility or service during a workday. Essential personnel will be maintained in all weather or emergency conditions. However, where extraordinary circumstances warrant, due to weather or other unforeseen business interruption, the City reserves the right to close specific operations and facilities. In the event of inclement weather or emergency the Mayor, or his or her designee, will determine if and what City operations and/or services will be closed. In the event of a closure, prior to the work day or as soon as practical, the department manager or their designee will contact each employee to provide official notice of department closure. Essential personnel will be determined at that time by department heads in conjunction with the Mayor.

- If the facility is closed in advance of the scheduled shift, affected employees can elect to use vacation, comp time, floating holiday, or wellness day for the missed day or can choose to not be paid for the day of closure. Sick Leave will not be allowed to be utilized due to facility closure.
- If the facility is initially open, weather conditions worsen as the day progresses, and then closes early during the work day, the Mayor, or his or her designee, will notify non-essential personnel of any closures. Any affected employees scheduled to work that day will receive regular pay for the remainder of their shift. Employees already scheduled for paid time off (i.e. on vacation, sick leave, compensatory time, etc., including FMLA) will not be paid regular pay.
- If the facility remains open on an adverse weather day or other unforeseeable event, employees who report to work will receive their normal pay for the day. If an employee elects not to work or is unable to come to work (schools or daycare close, road/highway conditions are poor, employee lives outside City limits, etc.) on a facility open day, pay will come from any vacation, comp time, floating holiday, or wellness day for the missed work time. If an employee elects not to work on a given day, normal absence notification rules apply. This decision needs to be determined with the employee's supervisor's knowledge and approval. If the employee does not have vacation, comp time, wellness day, or floating holiday available to cover this time off, it will be recorded as leave without pay on the timesheet or approval may be given by the department manager to let the employee make the time up during the workweek.
- Time absent from work due to inclement weather or emergency event is not counted as hours worked when computing weekly overtime, unless otherwise stated in an employee's Collective Bargaining Agreement.

Regardless of whether the facility remains open or closed on an inclement weather day, it is each employee's decision to determine if they can safely arrive at work under the conditions. Questions about this policy should be addressed to the department manager or to the Human Resources Department.

SECTION 15032 ELECTRONIC SURVEILLANCE

The City reserves the right to install ~~electronic surveillance~~~~security cameras~~ in work areas for specific business reasons, such as security, theft protection or protection of proprietary information. The City may find it necessary to monitor work areas with security cameras when there is a specific job or business-related reason to do so. ~~The City will do so only after first ensuring that such action is in compliance with state and federal laws.~~ ~~Employees should not expect privacy in work-related areas.~~ ~~Employee privacy in non-work areas will be respected to the extent possible.~~ ~~The City's reasonable suspicion of an onsite drug use, physical abuse, theft or similar circumstances would be possible exceptions.~~ ~~Employees should contact their supervisor or the Human Resources Department if they have questions about this policy.~~

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SECTION 15043 EXTERNAL COMMUNICATIONS

Occasionally employees may be contacted by outside sources requesting information about City matters, including information regarding current or former employees, City projects, or other workplace issues. In order to avoid providing inaccurate or incomplete information to outside sources, and the possible negative exposure that may result from providing information about ~~the City~~ to outside sources, any employee asked to comment for or on behalf of ~~the City~~ by any outside source should follow policy as detailed below. Employees violating this policy may be subject to discipline, up to and including termination of employment.

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This policy is in no way intended to prohibit an employee from documenting and speaking with outside third parties regarding perceived or alleged unacceptable or illegal working conditions. ~~The policy is also in no way intended to deter any employee from speaking with any individual regarding labor organizing.~~

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MEDIA CONTACTS

The City will respond to media inquiries in a timely and professional manner through a designated spokesperson. If an employee is contacted by the media (e.g., television, radio, or newspaper reporters) to provide a comment on behalf of the City, the employee should only do so when it pertains to their position with the City and they are competent on the subject matter, or as directed by their supervisor. Comments on emergencies and/or crisis incidents should be provided by the appropriate Department Director in conjunction with the Public Outreach Coordinator (POC), who may then act as the point of contact for all media inquiries. It is recommended that the POC be consulted prior to making comments to the media, as they can provide assistance in communicating City messaging.

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PRESS RELEASES

In an effort to maintain fair access for all media outlets, information provided to the media will be in the form of a press release. Press releases are generally provided from the POC, however, assigned department personnel may send press releases when appropriate, as needed, and only when the POC is unavailable. The POC will maintain a master list of all media contacts for press release distribution.

OUTSIDE ATTORNEYS AND INVESTIGATORS

If an employee is contacted by an outside attorney or investigator regarding City business, including information regarding current or former employees, City projects, or other workplace issues, the employee must inform the outside attorney or investigator that they first need to contact the City Attorney's Office for guidance before speaking with the outside attorney or investigator. The employee must then contact the City Attorney's Office and follow the direction from the City Attorney's Office. Nothing in this policy restricts an employee from discussing their wages or other terms and conditions of employment with coworkers or others, to the extent protected by law.

EMPLOYMENT REFERENCES AND VERIFICATIONS

Employees contacted by outside sources requesting an employment reference or employment verification for a current or former employee should not provide any information to the requesting individual or organization. Instead, employees should refer the requesting individual or organization to the Human Resources Department. No employee, other than Human Resources, is authorized to provide employment references or employment verifications for any current or former employee. The City's authorized representative(s) may verify dates of employment and last position held, but will not disclose any other information unless the current or former employee provides written authorization to the City to provide additional detail or unless otherwise required by law.

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UNAUTHORIZED AUDIO/VIDEO RECORDING

The State of Idaho is a "one-party" consent state and therefore, generally permits individuals to record conversations so long as one party consents to the recording. However, the City of Lewiston has established that recording or monitoring employee conversations and/or actions has a chilling effect in the workplace and causes discord and distrust among employees.

The purpose of this policy is to encourage and promote candid and honest communications. Unauthorized audio and/or video recording or monitoring of employees is disruptive to employee morale and inconsistent with the respectful treatment the City of Lewiston expects of all employees. For this reason, no employee may record or monitor the conversations and/or actions of another employee without his or her full knowledge and consent.

No employee may record and/or monitor, by any means, the conversations and/or actions of another employee unless all of the following criteria are met:

1. There is a stated legitimate reason for the recording and/or monitoring,
2. The recording and/or monitoring device is in plain view of all parties, and

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3. The employee is informed that their conversations and/or actions are being recorded and/or monitored and that the employee may request a copy of any recordings of said conversations and/or actions.

Violation of this policy may result in disciplinary action, up to and including termination. This policy does not apply to criminal investigations being conducted by the Lewiston Police Department. This policy applies to all City of Lewiston officers, employees, interns, and volunteers. Questions relating to this policy may be directed to the City Attorney or Human Resources.

SECTION 1505 BUSINESS EXPENSE REIMBURSEMENT

The City will reimburse employees for reasonable expenses incurred for business purposes including, but not limited to, meals, lodging, and transportation. Mileage driven in a personal automobile for business purposes will be reimbursed at the current IRS approved rate per mile. All business travel and business purchases must be approved in advance by the employee's Supervisor. Additional information regarding travel and travel reimbursements can be found in the Travel Administrative Policy.

SECTION 1506 USE OF COMMUNICATIONS AND COMPUTER SYSTEMS

City-provided portable communication devices (PCDs), including cell phones, should be used primarily for business purposes. Employees have no reasonable expectation of privacy in regard to the use of such devices, and all use is subject to monitoring, to the maximum extent permitted by applicable law.

All conversations, text messages and e-mails must be professional. When sending a text message or using a PCD for business purposes, whether it is a City-provided or personal device, employees must comply with applicable City guidelines, including policies on sexual harassment, discrimination, conduct, confidentiality, equipment use and operation of vehicles.

The City's communication and computer systems are intended primarily for business purposes; however, limited personal usage is permitted if it does not hinder performance of job duties or violate any other City policy. This includes the voice mail, e-mail and Internet systems. Users have no legitimate expectation of privacy in regard to their use of the City's systems. Note, that the City email address should only be used for official business purposes or for professional services that advance job skills. Personal use of the city email address should be a minimal or insignificant amount.

The City may access the voice mail and e-mail systems and obtain the communications within the systems, including past voice mail and e-mail messages, without notice to users of the system, in the ordinary course of business when the City deems it appropriate to do so. The reasons for which the City may obtain such access include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that City operations continue appropriately during the employee's absence.

Further, the City may review Internet usage to ensure that such use with City property, or communications sent via the Internet with City property, are appropriate. The reasons for which the City may review employees' use of the Internet with City property include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software

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copyright laws; complying with legal and regulatory requests for information; and ensuring that City operations continue appropriately during the employee's absence.

The City may store electronic communications for a period of time after the communication is created. From time to time, copies of communications may be deleted.

The City's policies prohibiting harassment, in their entirety, apply to the use of City's communication and computer systems. No one may use any communication or computer system in a manner that may be construed by others as harassing or offensive based on race, national origin, sex, sexual orientation, age, disability, religious beliefs or any other characteristic protected by federal, state or local law.

Further, since the City's communication and computer systems are intended for business use, all employees, upon request, must inform management of any private access codes or passwords. Unauthorized duplication of copyrighted computer software violates the law and is strictly prohibited. No employee may access, or attempt to obtain access to, another employee's computer systems without appropriate authorization.

For additional information see the Use of Personal Devices for City Business Administrative Policy and the Acceptable Use and Device Administrative Policy. Violators of these policies may be subject to disciplinary action, up to and including discharge.

SECTION 1507 SAFETY PROGRAM

The City is committed to providing and maintaining a healthy and safe work environment for all employees. ~~Every department will receive a copy of The Safety Manual and will receive health and safety training.~~

You are required to ~~know and comply with The City's Safety Manual and to~~ follow safe and healthy work practices at all times. You may be subject to discipline for engaging in any unsafe or unhealthy work practice or for violating established safety rules. You also are required to report immediately to your supervisor any potential health or safety hazards, and all injuries or accidents. First aid supplies are located in each City building.

~~For those departments whose employees require safety clothing and/or boots as a requirement to perform their position the costs will be at the City's expense. Examples may include t-shirts with the City logo, safety vests, coveralls, high vis wear, hard hats, rain gear, sound protection, safety glasses, etc.~~

SECTION 1508~~5~~ SAVING CLAUSE

If any section, subsection, paragraph, sentence, or phrase is found by a court to be invalid or unconstitutional, such findings shall not affect the remainder of this Policy.

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CITY COUNCIL MEETING AGENDA ITEM SUMMARY

ITEM TITLE DEFERRED RELOCATION AGREEMENT WITH ROGERS MOTORS, INC.	AGENDA NO. VII. B. AGENDA DATE: September 8, 2025
ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.) City Council approved Resolution 2007-70, authorizing the execution of an Easement Maintenance Agreement ("EMA") setting forth the City of Lewiston's ("City") and Roger Motors, Inc.'s ("Rogers") respective responsibilities and obligations regarding the relocation of a stormwater line in an easement located in the vacated 22nd Street right-of-way. For reasons unknown, the line was never relocated as contemplated under the EMA. Pursuant to Lewiston City Code § 36-1, property owners are required to relocate a stormwater easement at their own expense if substantial modifications to their property negatively impacts the easement. The existing structure over the easement area already limits the City's ability to access, maintain, and service the stormwater line. Rogers now proposes to expand its existing building with an addition that would further encroach on the line. To address these concerns, Rogers seeks to enter into a new agreement with the City to relocate the line and grant the City a replacement easement through an unobstructed portion of its property.	
BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources) In consideration, Rogers will contribute \$150,000 toward the relocation work under the terms of the Agreement. The City is obligated to appropriate funds and complete the relocation project as soon as practicable once funding becomes available, and in no event later than ten (10) years from the date of the Agreement.	
ACTION PROPOSED City staff request approval of the Deferred Relocation Agreement between the City of Lewiston and Rogers Motors, Inc.	

(Above space for Recorder's use)

**DEFERRED RELOCATION AGREEMENT
BETWEEN THE CITY OF LEWISTON AND ROGERS MOTORS, INC.**

THIS DEFERRED RELOCATION AGREEMENT ("Agreement") is entered into by and between the CITY OF LEWISTON, an Idaho municipal corporation (hereinafter the "City"), whose address is 1134 F St., Lewiston, ID 83501, and ROGERS MOTORS, INC., an Idaho corporation (herein after "Rogers"), whose address is PO BOX 1206, Lewiston, ID 83501. The City and Rogers may also individually be referred to as "Party" or collectively as "Parties."

WHEREAS, Rogers is the owner of real property, legally described in **Exhibit A**, attached hereto and incorporated herein, and commonly known as 2203 16th Avenue in Lewiston, ID 83501 (the "Property"); and

WHEREAS, there are in place existing local storm drain systems on the Property which serve only the Property (the "Property Storm Drains"); and,

WHEREAS, a commercial building on the Property, now used as a showroom and office space (the "Existing Structure"), exists above the City's underground public storm drain, located approximately within the vacated 22nd Street right-of-way (the "City's Existing Storm Drain"); and,

WHEREAS, City and Rogers are parties to an Easement Maintenance Agreement recorded December 5, 2007 as Nez Perce County Instrument No. 751365, a true copy of which is attached hereto with **Exhibit B** (the "2007 EMA"); and,

WHEREAS, the 2007 EMA provides, among other things, (a) that the Parties "shall share, equally, the costs of relocating said storm sewer interceptor line to the east ..."; and (b) that "the relocation . . . shall be no later than three years from the date of this agreement, unless otherwise agreed..."; and,

WHEREAS, the City's Existing Storm Drain was not relocated as provided in the 2007 EMA; and,

WHEREAS, Rogers wishes to submit a building permit application to the City for certain additions to the Existing Structure and for construction of a car wash, in whole or in part above the City's Existing Storm Drain (the "New Building Permit Application"); and,

WHEREAS, Lewiston City Code § 36-1 requires that property owners provide for the relocation of a stormwater easement at the property owner's expense if said easement is negatively impacted, at the discretion of the Public Works Director; and

WHEREAS, the Public Works Director has determined the subject easement is negatively impacted by having Rogers Motors' building addition built directly over the City's Existing Storm Drain because the City is unable to access, inspect, maintain, repair, or replace said stormwater drain and line and the addition will further encroach upon the City's easement; and

WHEREAS, the City is in the process of designing and describing a replacement location for installation of a new storm drain on the Property, east of the Showroom, pursuant to the 2007 EMA, which said design and description is a part of that certain proposed new storm drain easement attached hereto and incorporated herein as **Exhibit C** to this Agreement (the "New Storm Drain Easement").

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

1. Incorporation of Recitals. The foregoing recitals are hereby incorporated into and made a part of this Agreement, including all defined terms therein.
2. Rogers Consideration. Promptly upon the mutual execution of this Agreement, Rogers shall deliver the following consideration to the City: (a) the sum of ONE HUNDRED FIFTY THOUSAND U.S. DOLLARS (\$150,000.00), and (b) the original executed New Storm Drain Easement (collectively, the "Rogers' Consideration"). The City shall dedicate and reserve the forgoing referenced payment from Rogers to be used to perform the Deferred Relocation Work, hereinafter described.
3. City Obligations. Upon receipt of the Rogers' Consideration, the City shall be obligated as follows: (a) the City shall not reject or fail to fairly consider the New Building Permit Application for any reason related to the fact that it will anticipate structures above the City's Existing Storm Drain; (b) the City shall continue to maintain the City's Existing Storm Drain until relocated, and as soon as the City can make funding available, or in any event no longer than ten (10) years of the date hereof, relocate the City's Existing Storm Drain to within the New Storm Drain Easement (the "City's New Storm Drain"), and will design and relocate the City's New Storm Drain in a diligent, good and workmanlike manner, minimizing business disruption, repairing any damaged utilities (including any damaged Property Storm Drains) caused by said relocation, filling the City's Existing Storm Drain with a concrete slurry to stabilize the surrounding earth, and repairing and replacing the existing paved parking surface and the existing striping (collectively, the "Deferred Relocation Work"); (c) the City shall maintain the City's New Storm Drain in a good and workmanlike manner (the "Maintenance Work"); and (d) to the extent permitted by law, the City shall pay and be responsible for all costs arising from or related to the Deferred Relocation Work, and shall not cause or allow any liens or charges for labor, materials or equipment or any other charge related to the Deferred Relocation Work or the Maintenance Work to be placed on the Property or charged against Rogers, and shall promptly cause any such liens or charges to be removed and released.
4. Later Status of Existing Storm Drain. Upon completion of its Deferred Relocation Work, the City shall be deemed to have automatically vacated and forfeited any and all easements

or rights related in any way to the Existing Storm Drain on the Property, and the City shall execute and record such public record as may reasonably be requested to make such vacation of any Existing Storm Drain easement of record. Only the New Storm Drain Easement shall survive. Following such vacation, neither the City nor Rogers shall have any obligation to remove, modify, or maintain the abandoned Existing Storm Drain infrastructure, and it may remain in place without any liability or fault of the City.

5. Mutual Indemnity. To the full extent of its negligence, Rogers shall defend, indemnify, and hold harmless the City, its officers, officials, agents, and employees, for all claims, demands, losses, actions, causes of action, suits, damages, judgments, obligations, expenses, liabilities, and/or payments by reason of injury (including death) to persons, or damage to property, caused by any negligent act, error, or omission of Rogers, its officers, employees, agents, contractors, subcontractors, or anyone directly or indirectly employed by it. Subject to the limitations of Idaho law, including Article VIII, §4 of the Idaho Constitution and the Idaho Tort Claims Act (Idaho Code Title 6, Chapter 9), City shall defend, indemnify, and hold harmless Rogers, its officers, officials, agents, and employees, for all claims, demands, losses, actions, causes of action, suits, damages, judgments, obligations, expenses, liabilities, and/or payments by reason of injury (including death) to persons, or damage to property, caused by any negligent act, error, or omission of the City, its officers, employees, or agents. Such indemnification shall be limited to only those claims, and only to the extent that, City itself could be liable under state and federal statutes, regulations, common law, and other law. City's indemnification of Rogers herein is further limited by all defenses, burdens of proof, immunities, and limitations on damages to which City would be entitled if the claims were asserted against City.

These indemnification provisions shall survive the expiration or termination of this Agreement and shall apply to all claims asserted during or after the term of this Agreement, until such claims are fully resolved and barred by applicable law.

The Deferred Relocation Work shall be performed by the City's independent contractors (the "Contractors"). The City's contract with its Contractors shall require the Contractors to defend, indemnify, and hold harmless Rogers, its officers, officials, agents, and employees, for all claims, demands, losses, actions, causes of action, suits, damages, judgments, obligations, expenses, liabilities, and/or payments by reason of injury (including death) to persons, or damage to property, arising from or related to the Deferred Relocation Work. The City shall further require its Contractors to name Rogers as an additional named insured on broad form contingent general liability policies, with limits of no less than \$2,000,000 per occurrence and \$5,000,000 in the aggregate.

6. Hold Harmless. As a material condition of this Agreement, Rogers shall indemnify, defend, and hold the City harmless of and from damages or injuries caused by Rogers' construction activity, but only to the extent such damage or injury is caused by Rogers' construction activity. This provision shall survive the expiration or termination of this

Agreement and shall apply to all claims asserted during or after the term of this Agreement, until such claims are fully resolved and barred by applicable law.

7. Other Utilities. Nothing in this Agreement shall preclude Rogers, with the consent and approval of the City, from relocating other City utility lines and providing alternate easements, if applicable. Upon the completion of the relocating and dedication of alternate easements, the City shall vacate those easements no longer necessary for city purposes.
8. Time. Time is of the essence for this Agreement.
9. Binding Agreement. This Agreement shall be binding upon the Parties, their heirs, executors, administrators, assigns, successors in interest, and all persons claiming an interest in the Property by or through Rogers or the City. It is intended and agreed that the provisions and covenants herein contained shall be covenants running with the land and that they shall, in any event, and without regard to technical classifications or designation, to the fullest extent permitted by law or equity, be binding upon the parties and enforceable by the Parties. It is agreed by the Parties hereto that this Agreement shall be recorded with the Nez Perce County Recorder, Lewiston, Idaho.
10. Idaho Law. This Agreement and the legal relations between the Parties hereto shall be governed by and construed in accordance with the laws of the State of Idaho, with venue in the District Court of the Second Judicial District of the State of Idaho, in and for Nez Perce County.
11. 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, 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.
12. Entire Agreement. This Agreement, with exhibits, shall constitute the entire agreement between the Parties hereto with respect to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations, and discussions, whether verbal or written, of the Parties, pertaining to that subject matter. This Agreement expressly replaces City Resolution 2007-70 and the 2007 EMA in its entirety, which said Resolution 2007-70 and 2007 EMA shall be of no further force or effect.
13. Savings Clause. If any provisions of this Agreement are determined to be illegal or unenforceable, all other provisions shall nevertheless be effective.
14. Authorization. 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.

Signatures on next page

DATED this _____ 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, an Idaho municipal corporation, whose names are subscribed to the forgoing instrument, and did execute this instrument on behalf of the CITY OF LEWISTON.

Notary Public for the State of Idaho
Commission Expires: _____

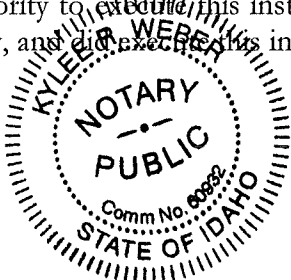
DATED this 21st of August, 2025.

ROGERS MOTORS, INC.

By: _____
Ryan Rogers, President

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

On this 21st day of August 2025, before me, a Notary Public, personally appeared Ryan Rogers, known or identified to me as the President of Rogers Motors, Inc., and stated he has the authority to execute this instrument on behalf of Rogers Motors, Inc., an Idaho limited liability company, and did execute this instrument on behalf of said company.



Kylee R Wehr
Notary Public for the State of Idaho
Commission Expires: 01-15-31

EXHIBIT “A”
to Deferred Relocation Agreement

LEGAL DESCRIPTION OF ROGERS MOTORS' PROPERTY

A tract of land located in the City of Lewiston, Nez Perce County, State of Idaho, legally described as:

Lots 1 through 12 inclusive, of Block 5, and Lots 1 through 12 inclusive, of Block 6, of the Rand Addition to the City of Lewiston TOGETHER WITH the vacated alleys running east and west between said Lots in both Blocks; AND Vacated 22nd Street (Twenty First Street according to the original plat) running north and south between said Blocks; AND the south one-half of vacated 15th Avenue (Bourne Street according to the original plat) lying east of 21st Street (Twentieth Street according to the original plat), and west of 23rd Street (Twenty Second Street according to the original plat).

SUBJECT TO easements, reservations, encroachments, existing utilities, and matters of use or of public record.

EXHIBIT “B”

to Deferred Relocation Agreement

751364

RESOLUTION 2007-70

A RESOLUTION APPROVING AN EASEMENT MAINTENANCE BETWEEN THE CITY OF LEWISTON AND ROGERS MOTORS, INC., AN IDAHO CORPORATION; AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, SAID AGREEMENT; AND PROVIDING EFFECTIVE DATE.

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

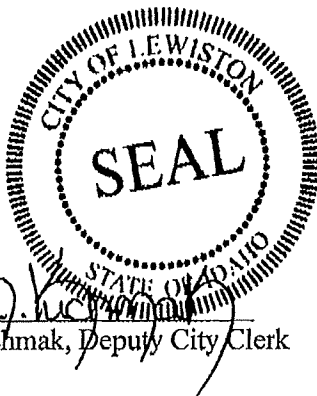
SECTION 1: That an Easement Maintenance Agreement between the City of Lewiston and Rogers Motors, Inc., an Idaho corporation, a copy of which is attached and by this reference made a part of this resolution, is hereby approved.

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

SECTION 3: This resolution shall take effect and be in force from and after its passage and approval.

DATED this 10th day of September, 2007.

CITY OF LEWISTON



ATTEST: Kari J. Kuchmak
Kari J. Kuchmak, Deputy City Clerk

By: Jeffrey G. Nessel
Jeffrey G. Nessel, Mayor

INST. NO. 751364
FILED FOR RECORD
FEE 110 REG. BY CITY OF LEWISTON
2007 DEC 5 AM 11 52
PATTY O. WEEKS
RECORDER, NEZ PERCE CO. ID.
BY Cheryl Cook DEPUTY

751365

EASEMENT MAINTENANCE AGREEMENT

AGREEMENT made this 10th day of September, 2007, by and between the CITY OF LEWISTON, an Idaho municipal corporation, herein called City, and ROGERS MOTORS, INC., an Idaho corporation, herein called Owner.

WHEREAS, the Owner owns real property, described hereafter, whereon the City has utility easements, and

WHEREAS, the Owner desires to grade and maintain the real property whereon said easements are located and the City desires to preserve access for maintenance and development of said easements.

NOW, THEREFORE, in consideration of the covenants herein contained, the parties agree as follows:

SECTION 1: The City has utility easements located in the real property owned by the Owner and described as follows:

The vacated 15th Avenue right-of-way between the east boundary of the vacated 22nd Street right-of-way and the west boundary of the 24th Street right-of-way.

The vacated east/west alley between the vacated 15th Avenue right-of-way and the 16th Avenue right-of-way running from the east boundary of the 23rd Street right-of-way to the west boundary of the 24th Street right-of-way.

SECTION 2: The Owner agrees to maintain the real property whereon the city utility easements are located as follows:

1. Easement cannot be altered from its existing condition without the approval of the City. Grading of the easement resulting in a 12 inch change of grade, or less, is permissible.

2. The easement shall remain accessible to the City at all times. The easement cannot be blocked, gated or obstructed and no structure shall be placed on the easement.
3. If the Owner desires to alter an easement in a manner that affects the ability of the City to access the easements or City utilities therein, the City has the right to require relocation of the utilities at the Owner's expense and the dedication of necessary easements. Relocation of utilities shall be in conformance with city utility standards in effect at the time of the relocation.

SECTION 3: Currently, a City storm sewer interceptor line lies within an easement in the vacated 22nd Street right-of-way. The Owner's main display and service structure has been constructed on top of said storm sewer interceptor line. The City and the Owner shall share, equally, the costs of relocating said storm sewer interceptor line to the east of said main display and service building. The Owner shall provide necessary easements for the relocated line. The width of the easements, so provided, shall be twice as wide as the depth of the bottom of the storm water interceptor line plus one foot. Upon the dedication of the necessary easements provided by this section, the City shall vacate the easement no longer containing the storm sewer interceptor line. The relocation of the storm sewer interceptor line shall be no later than three years from the date of this agreement, unless otherwise agreed by the parties.

SECTION 4: Other than as provided in Section 3 above, nothing herein shall preclude the Owner, with the consent and approval of the City, from relocating other utility lines and providing alternate easements. Upon the completion of the relocation and dedication of alternative easements, the City shall vacate easements no longer necessary for city purposes.

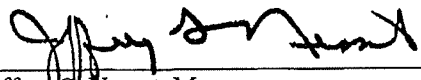
SECTION 5: This agreement shall be binding on Owner, its heirs, executors, administrators, assigns, successors in interest, and all persons claiming an interest in the real property by or through the Owner. It is intended and agreed that the provisions and covenants

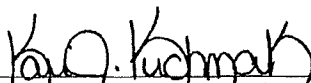
751365

herein contained shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, to the fullest extent permitted by law or equity, be binding upon the parties and enforceable by the City. It is agreed by the parties hereto that this agreement shall be recorded with the Nez Perce County Recorder, Lewiston, Idaho

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by its duly authorized representatives the day and year first above written.

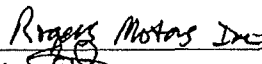
CITY OF LEWISTON


Jeffrey G. Nessel, Mayor

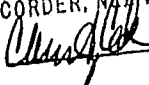
ATTEST: 
Kari J. Kuchmak, Deputy City Clerk



OWNER
ROGERS MOTORS, INC.


By 
Its 

ATTEST: _____
By _____
Its _____

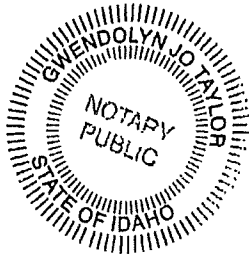
INST. NO. 751365
FILED FOR RECORD
FEE NIC REC. BY CITY OF LEWISTON
2007 DEC 5 AM 11 55
PATTY O. WEEKS
RECORDER, NEZ PERCE CO. ID.
BY  DEPUTY

751365

STATE OF IDAHO)
 : ss
Nez Perce County)

On this 10th day of September, 2007, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared JEFFREY G. NESSET and KARI J. KUCHMAK, known to me to be the Mayor and Deputy City Clerk of the City of Lewiston, an Idaho municipal corporation, whose names are subscribed to the within instrument and acknowledged to me that they executed the same on behalf of said municipality.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Gwendolyn Jo Taylor
Notary Public for the State of Idaho
Residing at Lewiston
Commission expires: 04-11-08

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

On this 28th day of November, 2007, before me, the undersigned Notary Public, personally appeared Rich Rogers and - N/A know to me to be the President and N/A respectively of ROGERS MOTORS, INC., and whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for and in behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Gwendolyn Jo Taylor
Notary Public for the State of Idaho
Residing at Lewiston
Commission expires: 3/20/08

Working

A circular notary seal for Gwendolyn Jo Taylor, Notary Public for the State of Idaho. The seal features her name around the top inner edge, "NOTARY PUBLIC" in the center, and "STATE OF IDAHO" around the bottom inner edge.

EXHIBIT “C”
to Deferred Relocation Agreement

(Above space for Recorder's use)

PUBLIC STORMWATER UTILITY AND ACCESS EASEMENT

THIS PUBLIC STORMWATER UTILITY AND ACCESS EASEMENT hereinafter "Easement") is granted by ROGERS MOTORS, INC., an Idaho corporation, whose address is PO Box 1206, Lewiston, ID 83501 (Grantor), to the CITY OF LEWISTON, an Idaho municipal corporation, whose address is 1134 F St, Lewiston, ID 83501 (Grantee).

WHEREAS, Grantor holds legal title to the real property legally described on Appendix A, attached to and incorporated herein by reference, located in the City of Lewiston, Nez Perce County, Idaho and grants unto Grantee a permanent public stormwater utility and access easement; and

WHEREAS, Grantee desires a permanent public stormwater utility and access easement in which to install and maintain a public stormwater drain and to allow for the installation and maintenance of said utility;

NOW, THEREFORE, for and in consideration of the mutual covenants, representations and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant and convey unto Grantee, and its agents, successors and assigns the following:

1. A permanent public utility easement for public stormwater utilities and access purposes, including, but not limited to, vehicular and pedestrian access for the installation, maintenance, repair, access, and replacement of a public stormwater drain over, through, along, and under the Grantor's real property legally described in Appendix B, attached to and incorporated herein by reference. An illustration of said public stormwater utility and access easement areas is attached to and incorporated herein by this reference as Appendix C.
2. Grantor, its agents, transferees, successors and assigns reserves the right to improve said easement area as long as such improvement shall not unreasonably interfere with or unduly burden the construction, operation, maintenance, repair and reconstruction of the public stormwater utility or access thereto. Grantor agrees that it and its heirs, successors, or assigns shall not build or place any encroachment thereon which will unreasonably interfere with or unduly burden the rights of Grantee.
3. Grantee, its agents, transferees, successors and assigns shall have the right and obligation to maintain the stormwater drain and to perform any maintenance it deems necessary or wishes to exercise in connection with the aforesaid public stormwater utility (including, but not limited thereto, the right to make necessary repairs, alterations, removals or replacement

thereof). Upon exercising these rights, Grantee shall restore the property to its prior condition.

4. Grantee is granted the aforementioned rights, together with the rights and privileges of ingress and egress to and from said property for the above stated purposes.
5. If any part of this Easement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Easement so long as the remainder of the Easement is reasonably capable of completion.
6. Grantee accepts the obligations of this Agreement and it is expressly intended that the rights, obligations, burdens, and restrictions contained in this Easement shall run with the land and shall forever bind Grantor and Grantee, their heirs and assigns.

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

DATED this _____ day of _____, 2025.

ROGERS MOTORS, INC.

By: _____
Ryan Rogers, President

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

On this _____ day of _____ 2025, before me, a Notary Public, personally appeared RYAN ROGERS, known or identified to me as the President of ROGERS MOTORS, INC., and stated he has the authority to execute this instrument on behalf of ROGERS MOTORS, INC., an Idaho limited liability company, and did execute this instrument on behalf of said company.

Notary Public for the State of Idaho
Commission Expires: _____

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

DATED this _____ day of _____ 2025.

CITY OF LEWISTON

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, an Idaho municipal corporation, whose names are subscribed to the forgoing instrument, and did execute this instrument on behalf of the CITY OF LEWISTON.

Notary Public for _____
Commission Expires _____

APPENDIX A
to Public Stormwater Utility and Access Easement

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

LEGAL DESCRIPTION OF ROGERS MOTORS' PROPERTY

A tract of land located in the City of Lewiston, Nez Perce County, State of Idaho, legally described as:

Lots 1 through 12 inclusive, of Block 5, and Lots 1 through 12 inclusive, of Block 6, of the Rand Addition to the City of Lewiston TOGETHER WITH the vacated alleys running east and west between said Lots in both Blocks; AND Vacated 22nd Street (Twenty First Street according to the original plat) running north and south between said Blocks; AND the south one-half of vacated 15th Avenue (Bourne Street according to the original plat) lying east of 21st Street (Twentieth Street according to the original plat), and west of 23rd Street (Twenty Second Street according to the original plat).

SUBJECT TO easements, reservations, encroachments, existing utilities, and matters of use or of public record.

APPENDIX B
to Public Stormwater Utility and Access Easement

LEGAL DESCRIPTION OF EASEMENT AREA

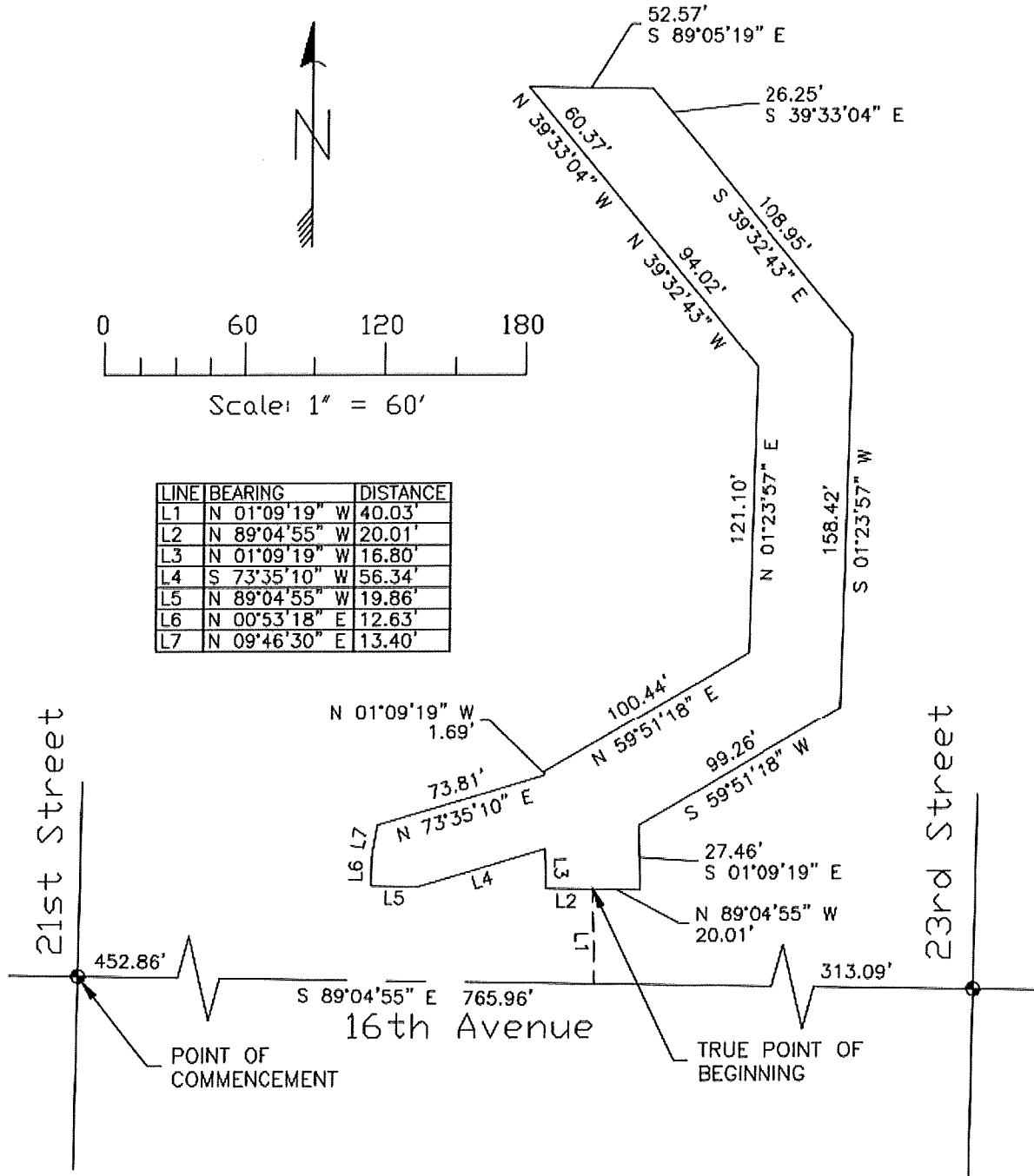
LEGAL DESCRIPTION

A tract of land being portions of vacated 22nd Street, Vacated 15th Avenue, and Block 6 of the Plat of the Rand Addition to the City of Lewiston, Idaho, according to the recorded plat thereof filed for record in Cabinet II, Slot 196-A, Records of Nez Perce County, and situate in the north-west ¼ of the south-west ¼ of Section 5, Township 35 North, Range 5 West, Boise Meridian, State of Idaho, County of Nez Perce, City of Lewiston, and more particularly described as follows:

Commencing at the centerline monument which is located at the centerline intersection of 21st Street and 16th Avenue, Thence South 89°04'55" East a distance of 452.86 feet to a point on the centerline of said 16th Avenue, said point being at the intersection of the said centerline of 16th Avenue and the centerline of a proposed storm water utility line, from which the centerline monument which is located at the centerline intersection of 23rd Street, and said 16th Avenue bears South 89°04'55" East a distance of 313.09 feet; Thence leaving the said centerline of 16th Avenue North 01°09'19" West along the centerline of a proposed storm water utility line, a distance of 40.03 feet to a point on the northerly right-of-way line of said 16th Avenue, and the TRUE POINT OF BEGINNING; Thence leaving the centerline of the proposed storm water utility line and following the said the northerly right-of-way line of 16th Avenue, North 89°04'55" West a distance of 20.01 feet; Thence leaving the said northerly right-of-way line of 16th Avenue, North 01°09'19" West a distance of 16.80 feet; Thence South 73°35'10" West a distance of 56.34 feet to a point back on the said northerly right-of-way line of 16th Avenue; Thence again following the said the northerly right-of-way line of 16th Avenue, North 89°04'55" West a distance of 19.86 feet; Thence leaving the said northerly right-of-way line of 16th Avenue, North 00°53'18" East a distance of 12.63 feet; Thence North 09°46'30" East a distance of 13.40 feet; Thence North 73°35'10" East a distance of 73.81 feet; Thence North 01°09'19" West a distance of 1.69 feet; Thence North 59°51'18" East a distance of 100.44 feet; Thence North 01°23'57" East a distance of 121.10 feet; Thence North 39°32'43" West a distance of 94.02 feet; Thence North 39°33'04" West a distance of 60.37 feet to a point on the centerline of vacated 15th Avenue; Thence following the said centerline of vacated 15th Avenue, South 89°05'19" East a distance of 52.57 feet; Thence leaving the said centerline of vacated 15th Avenue South 39°33'04" East a distance of 26.25 feet; Thence South 39°32'43" East a distance of 108.95 feet; Thence South 01°23'57" West a distance of 158.42 feet; Thence South 59°51'18" West a distance of 99.26 feet; Thence South 01°09'19" East a distance of 27.46 feet back to a point on the said northerly right-of-way line of said 16th Avenue; Thence following the said the northerly right-of-way line of 16th Avenue, North 89°04'55" West a distance of 20.01 feet back to the TRUE POINT OF BEGINNING, said parcel containing 0.44 Acres (19,139.5 Sq. Ft.), more or less.

SUBJECT TO easements, reservations, encroachments, existing utilities, and matters of use or of public record.

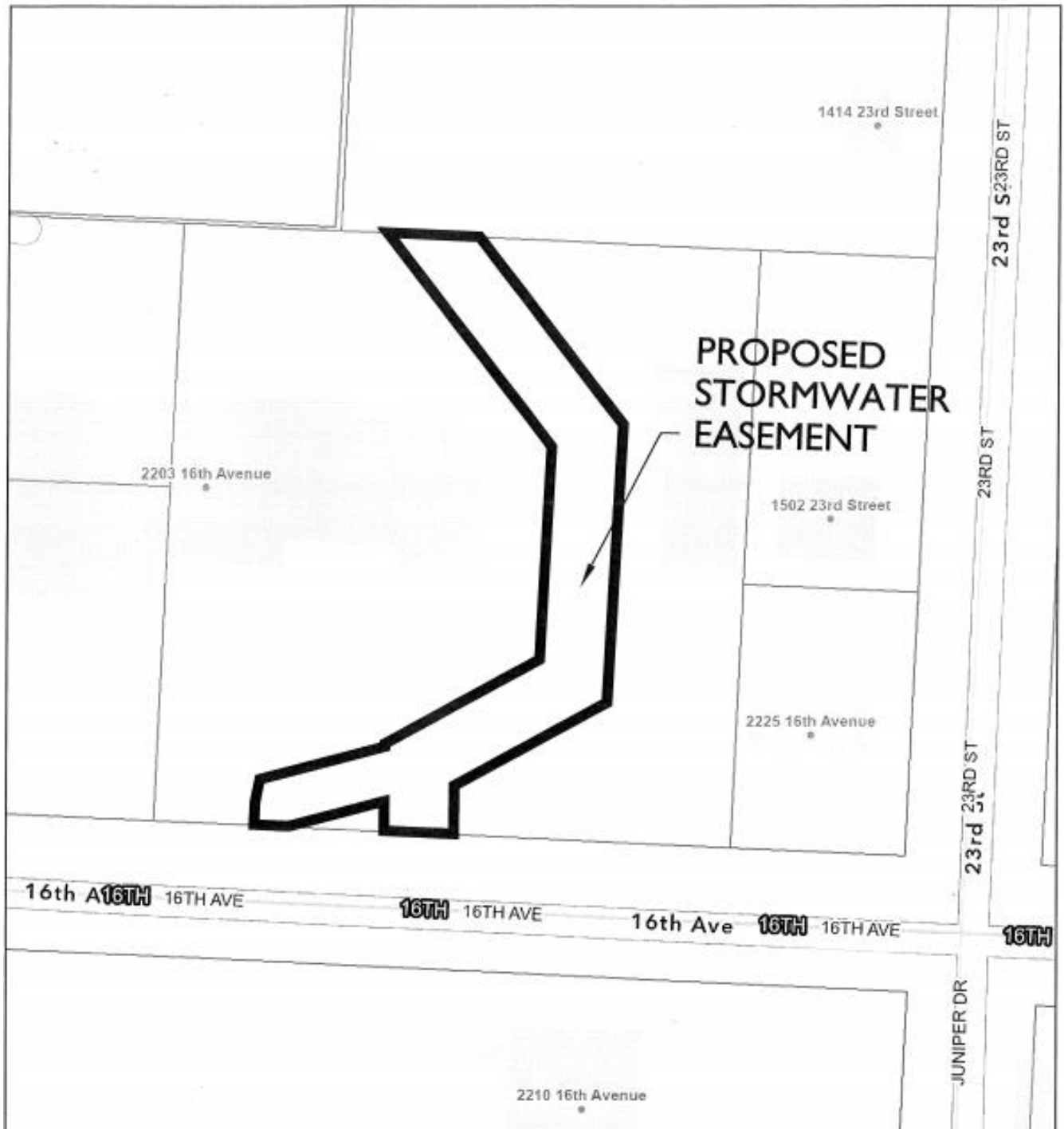
DEPICTION OF NEW EASEMENT



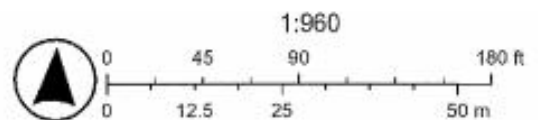
APPENDIX C
to Public Stormwater Utility and Access Easement

DEPICTION OF EASEMENT AREA

DEPICTION OF NEW EASEMENT



7/31/2025, 8:16:45 AM





CITY COUNCIL MEETING AGENDA ITEM SUMMARY

ITEM TITLE RESOLUTION 2025-41	AGENDA NO. VII. C. AGENDA DATE: September 8, 2025
ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.) City Council approved Resolution 2007-70, authorizing the execution of an Easement Maintenance Agreement (“EMA”) setting forth the City of Lewiston’s ("City") and Roger Motors, Inc.’s ("Rogers") respective responsibilities and obligations regarding the relocation of a stormwater line in an easement located in the vacated 22nd Street right-of-way. For reasons unknown, the line was never relocated as contemplated under the EMA. Pursuant to Lewiston City Code § 36-1, property owners are required to relocate a stormwater easement at their own expense if substantial modifications to their property negatively impacts the easement. The existing structure over the easement area already limits the City’s ability to access, maintain, and service the stormwater line. Rogers now proposes to expand its existing building with an addition that would further encroach on the line. To address these concerns, Rogers seeks to enter into a new agreement with the City to relocate the line and grant the City a replacement easement through an unobstructed portion of its property. Resolution 2025-41 includes a “Public Stormwater Utility and Access Easement” (“Easement”) between both parties.	
Deferred Relocation Agreement Outlines the terms under which Rogers will grant the City an Easement in exchange for the City’s authorization for Rogers to proceed with construction of its building addition over the existing line. Under the Agreement, the City will design and construct a new stormwater line and decommission the existing line.	Easement Grants the City a new permanent public utility easement for public stormwater utilities and access purposes upon execution. Although the City does not intend to occupy or construct improvements within the Easement area at this time, the grant ensures that Rogers may proceed with its building addition while preserving and securing the City’s right to construct the new storm sewer interceptor line in the future.
BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources)	

he City will be required to comply with the terms of the prior Agenda Item relating to the Deferred Relocation Agreement and to appropriate the funds necessary to satisfy the Agreement's conditions. The Agreement provides the City with a maximum of 10 years to appropriate the required funds and complete the deferred relocation of the stormwater line in the easement area.

ACTION PROPOSED

Staff requests approval of the "Public Stormwater Utility and Access Easement" through Resolution 2025-41.

(Above space for Recorder's use)

RESOLUTION 2025-41

A RESOLUTION ACCEPTING A PUBLIC STORMWATER UTILITY AND ACCESS EASEMENT FROM ROGERS MOTORS, INC. TO THE CITY OF LEWISTON

WHEREAS, Rogers Motors, Inc., an Idaho corporation, agrees to grant a permanent easement for public stormwater utility and access purposes, including, but not limited to, vehicular and pedestrian access for the installation, maintenance, repair, access, and replacement of a public stormwater drain.

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

SECTION 1: An easement from Rogers Motors, Inc., an Idaho corporation, as Grantor, is hereby accepted by the City of Lewiston, as Grantee. A copy of said easement is attached hereto and incorporated herein as Exhibit 1.

SECTION 2: The City Clerk is hereby authorized and directed to record this Resolution 2025-41 and the original Public Stormwater Utility and Access Easement with the Nez Perce County Recorder.

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

Signature page to follow

PASSED this _____ day of _____ 2025.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

Tanya M. Brocke, City Clerk

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

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

Notary Public for the State of Idaho
Commission Expires _____

(Above space for Recorder's use)

PUBLIC STORMWATER UTILITY AND ACCESS EASEMENT

THIS PUBLIC STORMWATER UTILITY AND ACCESS EASEMENT hereinafter "Easement") is granted by ROGERS MOTORS, INC., an Idaho corporation, whose address is PO Box 1206, Lewiston, ID 83501 (Grantor), to the CITY OF LEWISTON, an Idaho municipal corporation, whose address is 1134 F St, Lewiston, ID 83501 (Grantee).

WHEREAS, Grantor holds legal title to the real property legally described on Appendix A, attached to and incorporated herein by reference, located in the City of Lewiston, Nez Perce County, Idaho and grants unto Grantee a permanent public stormwater utility and access easement; and

WHEREAS, Grantee desires a permanent public stormwater utility and access easement in which to install and maintain a public stormwater drain and to allow for the installation and maintenance of said utility;

NOW, THEREFORE, for and in consideration of the mutual covenants, representations and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant and convey unto Grantee, and its agents, successors and assigns the following:

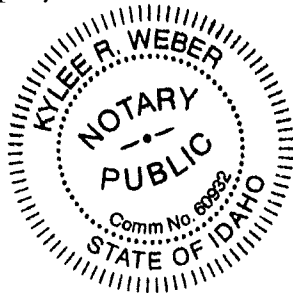
1. A permanent public utility easement for public stormwater utilities and access purposes, including, but not limited to, vehicular and pedestrian access for the installation, maintenance, repair, access, and replacement of a public stormwater drain over, through, along, and under the Grantor's real property legally described in Appendix B, attached to and incorporated herein by reference. An illustration of said public stormwater utility and access easement areas is attached to and incorporated herein by this reference as Appendix C.
2. Grantor, its agents, transferees, successors and assigns reserves the right to improve said easement area as long as such improvement shall not unreasonably interfere with or unduly burden the construction, operation, maintenance, repair and reconstruction of the public stormwater utility or access thereto. Grantor agrees that it and its heirs, successors, or assigns shall not build or place any encroachment thereon which will unreasonably interfere with or unduly burden the rights of Grantee.
3. Grantee, its agents, transferees, successors and assigns shall have the right and obligation to maintain the stormwater drain and to perform any maintenance it deems necessary or wishes to exercise in connection with the aforesaid public stormwater utility (including, but not limited thereto, the right to make necessary repairs, alterations, removals or replacement

4. Grantee is granted the aforementioned rights, together with the rights and privileges of ingress and egress to and from said property for the above stated purposes.
5. If any part of this Easement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Easement so long as the remainder of the Easement is reasonably capable of completion.
6. Grantee accepts the obligations of this Agreement and it is expressly intended that the rights, obligations, burdens, and restrictions contained in this Easement shall run with the land and shall forever bind Grantor and Grantee, their heirs and assigns.

DATED this 21st day of August, 2025.

By: 
Ryan Rogers, President

On this 21st day of August 2025, before me, a Notary Public, personally appeared RYAN ROGERS, known or identified to me as the President of ROGERS MOTORS, INC., and stated he has the authority to execute this instrument on behalf of ROGERS MOTORS, INC., an Idaho limited liability company, and did execute this instrument on behalf of said company.



Lyle R Weber
Notary Public for the State of Idaho
Commission Expires: 01-15-31

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

DATED this _____ day of _____ 2025.

CITY OF LEWISTON

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, an Idaho municipal corporation, whose names are subscribed to the forgoing instrument, and did execute this instrument on behalf of the CITY OF LEWISTON.

Notary Public for _____
Commission Expires _____

APPENDIX A
to Public Stormwater Utility and Access Easement

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

LEGAL DESCRIPTION OF ROGERS MOTORS' PROPERTY

A tract of land located in the City of Lewiston, Nez Perce County, State of Idaho, legally described as:

Lots 1 through 12 inclusive, of Block 5, and Lots 1 through 12 inclusive, of Block 6, of the Rand Addition to the City of Lewiston TOGETHER WITH the vacated alleys running east and west between said Lots in both Blocks; AND Vacated 22nd Street (Twenty First Street according to the original plat) running north and south between said Blocks; AND the south one-half of vacated 15th Avenue (Bourne Street according to the original plat) lying east of 21st Street (Twentieth Street according to the original plat), and west of 23rd Street (Twenty Second Street according to the original plat).

SUBJECT TO easements, reservations, encroachments, existing utilities, and matters of use or of public record.

APPENDIX B
to Public Stormwater Utility and Access Easement
LEGAL DESCRIPTION OF EASEMENT AREA

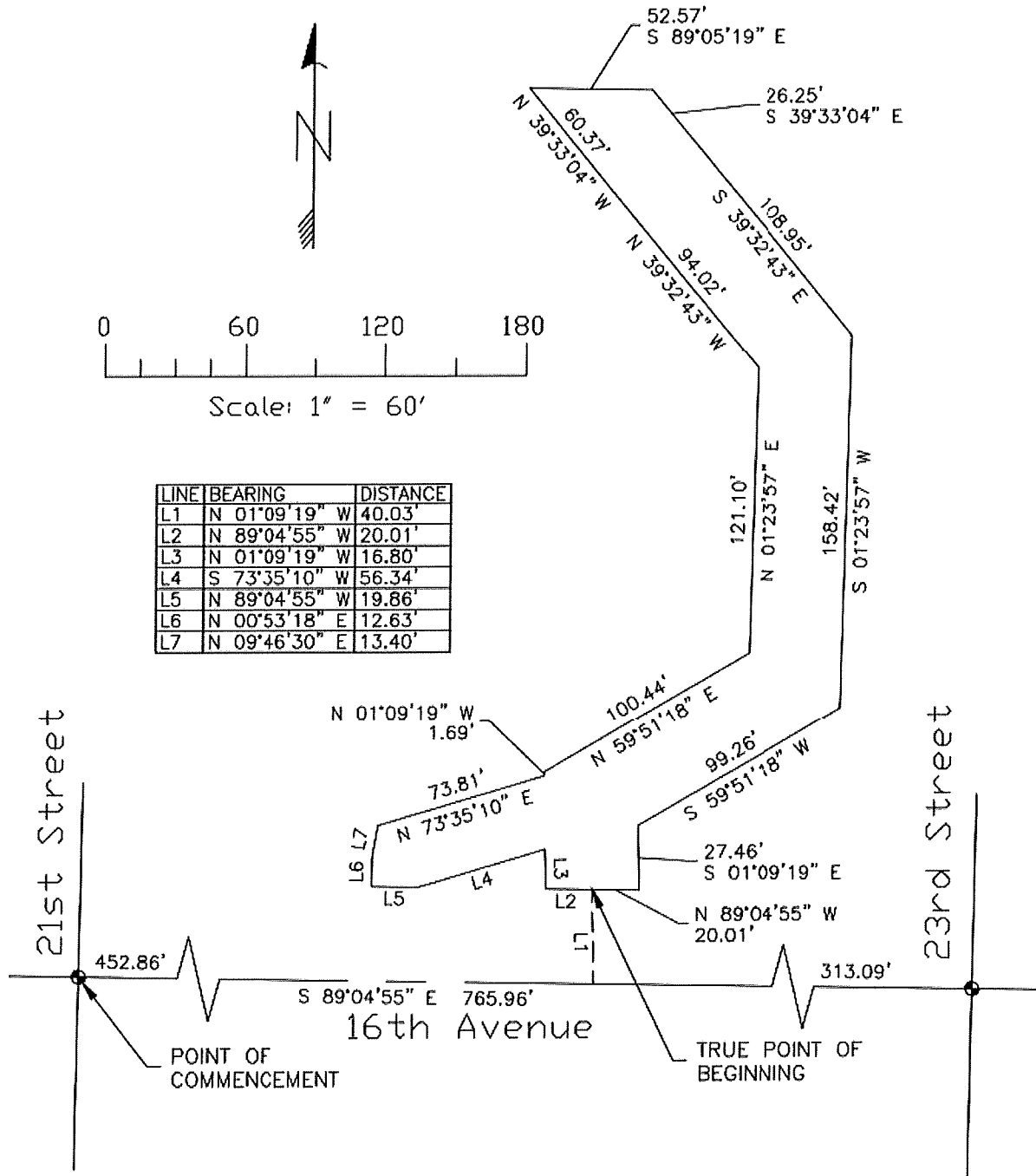
LEGAL DESCRIPTION

A tract of land being portions of vacated 22nd Street, Vacated 15th Avenue, and Block 6 of the Plat of the Rand Addition to the City of Lewiston, Idaho, according to the recorded plat thereof filed for record in Cabinet II, Slot 196-A, Records of Nez Perce County, and situate in the north-west ¼ of the south-west ¼ of Section 5, Township 35 North, Range 5 West, Boise Meridian, State of Idaho, County of Nez Perce, City of Lewiston, and more particularly described as follows:

Commencing at the centerline monument which is located at the centerline intersection of 21st Street and 16th Avenue, Thence South 89°04'55" East a distance of 452.86 feet to a point on the centerline of said 16th Avenue, said point being at the intersection of the said centerline of 16th Avenue and the centerline of a proposed storm water utility line, from which the centerline monument which is located at the centerline intersection of 23rd Street, and said 16th Avenue bears South 89°04'55" East a distance of 313.09 feet; Thence leaving the said centerline of 16th Avenue North 01°09'19" West along the centerline of a proposed storm water utility line, a distance of 40.03 feet to a point on the northerly right-of-way line of said 16th Avenue, and the TRUE POINT OF BEGINNING; Thence leaving the centerline of the proposed storm water utility line and following the said the northerly right-of-way line of 16th Avenue, North 89°04'55" West a distance of 20.01 feet; Thence leaving the said northerly right-of-way line of 16th Avenue, North 01°09'19" West a distance of 16.80 feet; Thence South 73°35'10" West a distance of 56.34 feet to a point back on the said northerly right-of-way line of 16th Avenue; Thence again following the said the northerly right-of-way line of 16th Avenue, North 89°04'55" West a distance of 19.86 feet; Thence leaving the said northerly right-of-way line of 16th Avenue, North 00°53'18" East a distance of 12.63 feet; Thence North 09°46'30" East a distance of 13.40 feet; Thence North 73°35'10" East a distance of 73.81 feet; Thence North 01°09'19" West a distance of 1.69 feet; Thence North 59°51'18" East a distance of 100.44 feet; Thence North 01°23'57" East a distance of 121.10 feet; Thence North 39°32'43" West a distance of 94.02 feet; Thence North 39°33'04" West a distance of 60.37 feet to a point on the centerline of vacated 15th Avenue; Thence following the said centerline of vacated 15th Avenue, South 89°05'19" East a distance of 52.57 feet; Thence leaving the said centerline of vacated 15th Avenue South 39°33'04" East a distance of 26.25 feet; Thence South 39°32'43" East a distance of 108.95 feet; Thence South 01°23'57" West a distance of 158.42 feet; Thence South 59°51'18" West a distance of 99.26 feet; Thence South 01°09'19" East a distance of 27.46 feet back to a point on the said northerly right-of-way line of said 16th Avenue; Thence following the said the northerly right-of-way line of 16th Avenue, North 89°04'55" West a distance of 20.01 feet back to the TRUE POINT OF BEGINNING, said parcel containing 0.44 Acres (19,139.5 Sq. Ft.), more or less.

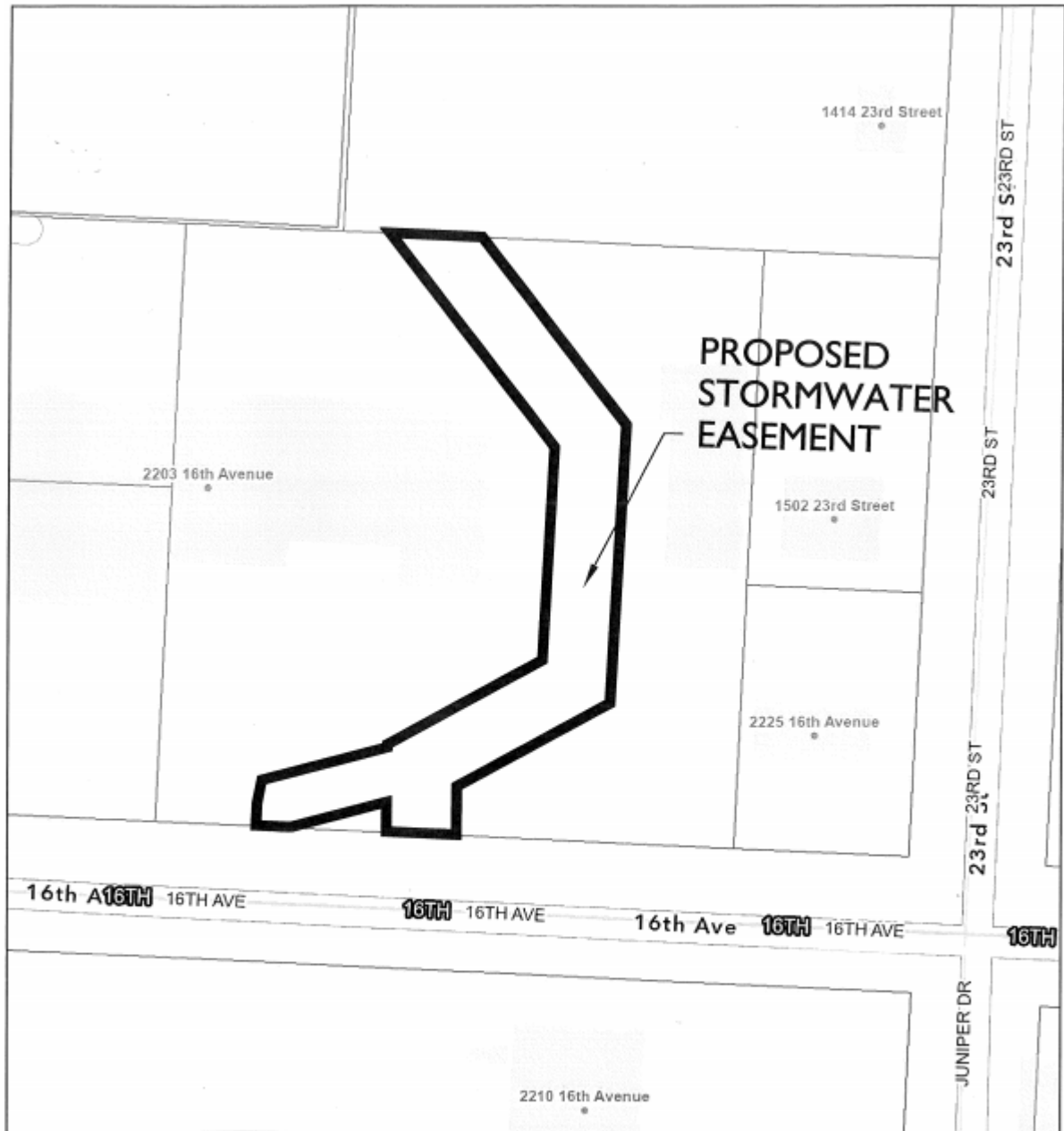
SUBJECT TO easements, reservations, encroachments, existing utilities, and matters of use or of public record.

DEPICTION OF NEW EASEMENT

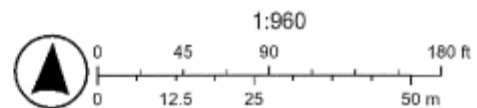


APPENDIX C
to Public Stormwater Utility and Access Easement
DEPICTION OF EASEMENT AREA

DEPICTION OF EASEMENT AREA



7/31/2025, 8:16:45 AM





CITY COUNCIL MEETING AGENDA ITEM SUMMARY

ITEM TITLE RESOLUTION 2025-37	AGENDA NO. VII. D. AGENDA DATE: September 8, 2025
ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.) On June 27, 2025, the City was invited to apply for Fiscal Year 2026 Drinking Water Planning Grant Funding Assistance, managed by the Department of Environmental Quality (DEQ). DEQ has indicated there is sufficient funding available in Fiscal Year 2026 to fund eligible costs for the City's planning efforts for the 2026 Water Facilities Plan Update (WR085). Public Works staff are actively preparing the application, which is due October 31, 2025, to receive a fundable agreement with DEQ. As part of the application process, it is required to attach an Authorizing Resolution for the Mayor to sign all applications, funding agreements, and other documents relating to WR085 2026 Water Facilities Plan Update.	
BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources) There is no impact on the budget for the proposed resolution.	
ACTION PROPOSED Staff recommend City Council approve Resolution 2025-37, authorizing the Mayor to sign applications, grant agreements and amendments, and other documents related to Idaho Department of Environmental Quality drinking water facilities planning grants.	

RESOLUTION 2025-37

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF LEWISTON TO SIGN ALL APPLICATIONS, FUNDING AGREEMENTS, AND OTHER DOCUMENTS RELATED TO THE IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY DRINKING WATER PLANNING GRANT

WHEREAS, the City of Lewiston intends to develop City Project #WR085 related to the 2026 Water Facilities Plan Update (“Project”) for water facilities for the City of Lewiston water system, and such Project is necessary to determine the needs of the area for health, safety, and well-being of the people;

WHEREAS, the Project is to be developed in accordance with the requirements in Idaho “Rules for Administration of Planning Grants for Drinking Water and Wastewater Facilities” (IDAPA 58.01.22) and “Rules for Administration of Wastewater and Drinking Water Loan Funds” (IDAPA 58.01.12), and will set forth drinking water facilities required to be constructed to serve the needs of the area; and

WHEREAS, the costs of the Project are eligible for State of Idaho funding.

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

SECTION 1: The Mayor is hereby authorized to sign applications, grant agreements and amendments, and other documents related to Idaho Department of Environmental Quality drinking water facilities planning grants.

SECTION 2: 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



CITY COUNCIL MEETING AGENDA ITEM SUMMARY

ITEM TITLE RESOLUTION 2025-43	AGENDA NO. VII. E. AGENDA DATE: September 8, 2025
ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.) City staff has compiled a list of surplus and obsolete items, attached as Exhibit A to Resolution 2025-43. These surplus items will be sold via the online auction platform GovDeals.com. To ensure broad public awareness, the auction will be advertised through multiple channels. Individuals subscribed to City notifications will receive an email alert. A legal notice will be published in the Lewiston Tribune, and information will be posted on the City's website. Additionally, the auction will be promoted on all City social media accounts and displayed on agenda boards throughout the City.	
BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources) The City will receive 100% of the bid proceeds. Auction platform fees are paid by bidders in the form of a Buyer's Premium. GovDeals will collect payments from bidders, retain the Buyer's Premium, remit sales tax to the Idaho State Tax Commission, and disburse bid proceeds to the City. Proceeds from item sales will be deposited into the fund of the surplusing department, with revenue from enterprise fund items deposited accordingly.	
ACTION PROPOSED Staff recommends that the City Council approve Resolution 2025-43, declaring the items in Exhibit A surplus, and authorizing the sale of said items by public auction on GovDeals.com.	

RESOLUTION 2025-43

A RESOLUTION DECLARING VARIOUS ITEMS OF CITY OF LEWISTON PROPERTY TO BE SURPLUS, AND PROVIDING FOR THE AUCTION OF SAID SURPLUS PROPERTY

WHEREAS, the City of Lewiston is in possession of property surplus to the City's needs; and

WHEREAS, in accordance with the City's Purchasing Policy, the City of Lewiston Purchasing Division seeks to have the City Council declare such property as surplus so that the property may be disposed of in accordance with Section 5.14 of the City's Purchasing Policy.

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

SECTION 1: The Lewiston City Council hereby declares all property listed in Exhibit A, attached hereto and incorporated herein, to be surplus to the City's needs.

SECTION 2: The Lewiston City Council hereby authorizes the City of Lewiston Purchasing Division to sell by public auction said surplus property "as-is, no warranty or guarantee."

SECTION 3: The City of Lewiston Purchasing Division shall conduct said public auction in accordance with the City of Lewiston's Purchasing Policy.

SECTION 4: 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

CITY OF LEWISTON

Unusable/Obsolete Items for Surplus Auction

DEPT	QTY	DESCRIPTION	CONDITION
ISS	2	Dell Latitude 5580 Laptops	Good
ISS	3	Dell Precision 3630 Towers-i7-8700	Good
ISS	8	Dell OptiPlex 3050 Micro PCs-7th Gen i5	Good
ISS	21	Dell OptiPlex 3060 Micro PCs-8th Gen i3	Good
ISS	1	Dell PowerEdge R610 Server	Good
ISS	3	Dell PowerEdge R420 Servers	Good
ISS	1	Tintri T620 Server	Good
Library	2	T10 Mobile Hotspot	Fair
Library	6	22" NEC Computer Monitors	Fair
Library	1	22" ASUS Computer Monitor	Fair
Library	13	22" ACER Computer Monitors	Good
ISS	1	Tintri SYS-T820 Server	Good
ISS	1	Tintri SYS-T820 Server	Good
ISS	1	ExacqVision Server	Good
ISS	4	Dell OptiPlex 3050 Micro PC-7th Gen i5	Good
ISS	1	Dell OptiPlex 3060 Micro PC-8th Gen i5	Good
ISS	3	Dell OptiPlex 3050 Micro PC-7th Gen i5	Good
ISS	1	Watchguard Standard Server	Fair
P&R	Lot	Corrugated Metal Roofing Panels (from Modie Park out building)	Poor



CITY COUNCIL MEETING AGENDA ITEM SUMMARY

ITEM TITLE RESOLUTION 2025-40	AGENDA NO. VII. F. AGENDA DATE: September 8, 2025
ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.) Lewis-Clark State College approached the City with this request. There is a similar program between the University of Idaho and the City of Moscow. In exchange for this Parking Agreement, LCSC will pay the City a percentage of the parking permit fees, as negotiated between the parties. LCSC will also assume responsibility for the regulation and enforcement of the parking permits. Additionally, LCSC will be making various improvements to the area, including cross-walks and signage.	
BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources) This will result in a benefit to the City, as it is anticipated that the City will receive 25% the first year's revenue and 30% of the second year's revenue.	
ACTION PROPOSED Approval of Resolution 2025-40 and approval of the Parking Agreement with LCSC.	

RESOLUTION 2025-40

A RESOLUTION APPROVING THE PARKING AGREEMENT FOR CITY/COLLEGE PARKING PROGRAM BETWEEN LEWIS-CLARK STATE COLLEGE AND CITY OF LEWISTON, IDAHO; AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE

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

SECTION 1: That a Parking Agreement For City/College Parking Program Between Lewis-Clark State College, an institute of higher education created by Idaho Code Title 33, Chapter 31, and City of Lewiston, Idaho, an Idaho municipal corporation (“Agreement”) 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 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

RESOLUTION 2025-40

**PARKING AGREEMENT
FOR CITY/COLLEGE PARKING PROGRAM
BETWEEN LEWIS-CLARK STATE COLLEGE AND
CITY OF LEWISTON, IDAHO**

THIS PARKING AGREEMENT FOR CITY/COLLEGE PARKING PROGRAM (hereinafter "Agreement") is entered in this ____ day of _____, 2025 by and between City of Lewiston, Idaho, a municipal corporation of the State of Idaho, 1134 F Street Lewiston, Idaho 83501 (hereinafter "CITY"), and Lewis-Clark State College, 500 8th Avenue, Lewiston, Idaho 83501 (hereinafter "COLLEGE").

WHEREAS, CITY and COLLEGE are interested in creating a CITY/COLLEGE Parking Program to allow COLLEGE to provide for COLLEGE designated parking and COLLEGE parking enforcement on certain CITY streets and public rights-of-way as identified on the map attached and incorporated as Exhibit A; and

WHEREAS, on _____ the Lewiston City Council authorized CITY to enter into this Agreement;

THEREFORE, in consideration of the mutual promises below, CITY and COLLEGE agree as follows:

1.0 COLLEGE'S OBLIGATIONS

1.1 Scope of COLLEGE's Authority

COLLEGE shall administer permits and enforcement of COLLEGE parking program on CITY streets and public rights-of-way within the area in and around COLLEGE and as identified on Exhibit A. CITY shall retain all other parking-related enforcement duties, including but not limited to those identified in Lewiston City Code, Chapter 35, except those assumed by COLLEGE. Upon mutual written agreement, CITY and COLLEGE may amend Exhibit A.

1.2 COLLEGE's Parking Regulations

COLLEGE's parking regulations, attached and incorporated as Exhibit B, detail COLLEGE's process and rules for enforcement, collection, and issuance of parking permits in the areas covered by this Agreement. Permits issued by COLLEGE for CITY streets and public rights-of-way will be subject to all COLLEGE parking regulations

applicable to other COLLEGE permit holders, except as discussed hereinbelow. Upon mutual written agreement, CITY and COLLEGE may amend Exhibit B.

Exemptions to the Purchase of Permits:

The following vehicle and property owners or occupants are not required to purchase COLLEGE permits in order to park in the parking areas shown on Exhibit A:

All properly marked Federal, State, and CITY vehicles on official business, as well as vehicles displaying a City-issued permanent parking pass while present for official business (as identified on Exhibit C for 2025-2026). CITY shall provide the COLLEGE with a revised Exhibit C, containing updated images of its permanent parking pass, on an annual basis.

1.3 Dedicated CITY streets

COLLEGE acknowledges that this Agreement is not intended to be construed in any way to void, limit, or restrict CITY's jurisdiction, control, or authority over dedicated CITY streets of public rights-of-way.

1.4 Collections and Use of Revenue

COLLEGE agrees to annually pay CITY for use of CITY streets for COLLEGE parking. For the first year of this Agreement, the payment shall be twenty-five percent (25%) of revenue generated from parking permit sales for the parking areas shown on Exhibit A, and for the second year of this Agreement, the payment shall be thirty percent (30%) of such revenue. Thereafter, the parties shall negotiate a mutually agreeable percentage. The revenue due to the City shall be calculated by multiplying the number of perimeter parking spaces by the cost of a COLLEGE parking permit and multiplying that sum by the agreed upon rate. The payment shall be calculated after commencement of COLLEGE'S fall term and payment shall be made to CITY no later than October 1.

1.5 Parking and Traffic Control Signs, and Cross Walks

COLLEGE may install and maintain parking and traffic control signs and cross walks on designated CITY streets and public rights-of-way in accordance with the Manual on Uniform Traffic Control Devices and applicable State and local laws. CITY's Director of Public Works or designee shall approve the design and placement of parking and traffic control signs and cross walks on CITY streets and public rights-of-way before

being posted, placed or installed by COLLEGE. COLLEGE shall correct any inadequate or improper signage or cross walks at the direction of CITY's Director of Public Works or designee.

1.6 Liability Coverage Provisions

The Parties are governmental entities subject to statutory and constitutional restrictions concerning the acceptance of liability. The Parties' liabilities are further governed by the Idaho Tort Claims Act. It is the intention of the Parties that each will be responsible for its own acts and omissions and those of its officers and employees acting within the course and scope of their employment.

Further, the Parties understand that the Idaho Tort Claims Act, Idaho Code § 6-903(2)(ii), states that each Party's liability is secondary to the obligation of an insurer or indemnitor of any automobile or other vehicle not owned or leased by the Party.

Each Party to this Agreement shall be responsible for the negligent acts or omissions of its own employees, officers, or agents in the performance of this Agreement. Neither Party shall be considered the agent of the other and neither Party assumes any responsibility to the other Party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.

1.7 Reporting Obligations

COLLEGE shall provide an annual report to CITY of parking permit revenue generated from the CITY streets and public rights-of-way, explaining any changes in rates and/or use, as described in this Agreement and shown on Exhibit A.

2.0 CITY'S OBLIGATIONS

Grant of Authority

COLLEGE employees are hereby granted the authority to issue permits and tickets or citations and to enforce COLLEGE parking regulations on all CITY streets and public rights-of-way shown on Exhibit A in the same manner as it does for all other parking areas regulated by COLLEGE.

3.0 GENERAL TERMS

3.1 Additional Acts

Except as otherwise provided herein, the Parties to this Agreement shall perform, execute and/or deliver, or cause to be performed, executed and/or delivered, any and all such further acts and assurances as any Party to this Agreement may reasonably require to execute the promises in this Agreement.

3.2 Notices

Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier services (including U.S. Postal Service Express Mail), or certified mail with return receipt requested, or by facsimile. All notices shall be addressed to the Parties at the following addresses or at such other addresses as the Parties may from time to time direct in writing:

COLLEGE: Vice President for Finance and Administration
Lewis-Clark State College
500 8th Avenue
Lewiston, ID 83501
Phone: (208) 792-2240

CITY: Director of Public Works
City of Lewiston
P.O. Box 617
Lewiston, ID 83501
Phone: (208) 746-1316

3.3 Term

The term of this Agreement shall commence on the date it is executed by both Parties. This Agreement shall renew annually unless notification of termination is provided subject to paragraph 3.4, Termination.

3.4 Termination

Either Party may terminate this Agreement by providing written notice one (1) year in advance of the proposed termination. Such notice shall occur by June 1st in the year prior to the termination date. If requested by CITY, COLLEGE will remove all signage installed pursuant to this Agreement within sixty (60) days of the effective date of termination of this Agreement. Any signage remaining after the 60-day removal

period, or upon mutual written agreement of the Parties, shall become the property of the CITY, which shall assume all responsibility for such signage at that time.

3.5 Modification

This Agreement may be modified or amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the Parties.

3.6 Headings

The headings contained in this Agreement are for the reference purposes only and shall not in any way affect the meaning or interpretation hereof.

3.7 Entity Authority

Each individual executing this Agreement on behalf of a Party hereto represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said Party in accordance with duly adopted organizational documents or agreement and, if appropriate, a Resolution of the Party, and that this Agreement is binding upon said Party in accordance with its terms. The party executing this Agreement on behalf of the College is acting pursuant to delegated authority under State Board of Education Policy V.I.

COLLEGE:

Lewis-Clark State College

Cynthia Pemberton

Digitally signed by Cynthia
Pemberton
Date: 2025.08.21 16:07:13 -07'00'

Cynthia Pemberton, Ed.D

President

Date: 08/21/2025

CITY:

City of Lewiston

Daniel Johnson,

Mayor

Date: _____

ATTEST:

Tanya M. Brocke

City Clerk

EXHIBIT A

MAP OF PARKING PROGRAM AREA



EXHIBIT B
PARKING REGULATIONS



2025 – 2026
Parking Regulations

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Introduction

These regulations establish standards for the administration and the enforcement of all campus parking at Lewis-Clark State College (LCSC) under the authority of the State Board of Education and in accordance with the Idaho Vehicle Code.

City streets are under the jurisdiction of the City of Lewiston unless vacated for a Lewis-Clark State College event.

Being unfamiliar with these regulations shall not constitute a defense for the violation of a regulation.

These regulations shall apply to all vehicles on the Lewis-Clark State College campus by faculty, staff, students, visitors, private and official vehicles. All vehicles (not belonging to the College) parked on the campus or in a college-controlled parking area, shall display a valid LCSC Parking Permit, VIP Pass, Visitors Pass, or Vendors Pass in the lower left corner (driver's side) inside of the windshield. (If the vehicle is an open jeep/type vehicle, convertible or motorcycle, the vehicle owner shall contact Public Safety for display directions).

LCSC Parking Permit Information

- All vehicles, including trailers, parked on the LCSC Campus must purchase and display a valid LCSC Parking Permit. You may register and purchase parking permits online at: <https://lewisclark.omnigo.one/CESReportExec/opr/> You may also pay for the permit in-person. You must pick up the permit in the Department of Public Safety office located in Meriwether Lewis Hall Room 110. Permits will be processed when payment is received. .Failure to display a valid parking permit shall constitute a violation of these regulations.
- LCSC Parking Permits are assigned to the vehicle listed on the LCSC Vehicle Registration form and are not transferable.
- When a change in ownership of the registered vehicle occurs, it is the responsibility of the person to whom a permit has been issued to remove the permit at the time of sale and return it to the Department of Public Safety.
- Any change of ownership, license plate number, address or sale of licensed vehicle shall be reported to the Department of Public Safety in Meriwether Lewis Hall 110 on the next business day or by email to: parking@lcsc.edu.
- Purchase of an LCSC Parking Permit does not guarantee an individual parking space.
- Contact the Department of Public Safety immediately to report unauthorized vehicles in campus lots.
- The responsibility of finding a legal parking space rests with the vehicle operator. Lack of space is not considered to be a valid reason for violation of these regulations.
- The fact that other vehicles are parked improperly does not constitute a valid justification for parking in violation of these regulations.

These regulations shall be effective as of July 1, 2025, unless indicated by official college notice. Ticketing on week two of the semester. There is no ticketing during breaks. Warnings will not be given after the first week of the semester.

Administration

The Senior Vice President/Vice President for Student Affairs is responsible for the administration and enforcement of the campus parking program with the authority delegated to the Department of Public Safety to issue parking permits, issue parking tickets and to collect penalties for violations of these regulations [with the cooperation of the Controller's Office] to maintain the records of permits and violation citations.

Lewis-Clark State College does not assume any liability for the protection of any vehicle or its contents while on campus or any property owned or leased by the College. LCSC encourages everyone to lock their vehicles when leaving them unattended.

Collaboration with the City of Lewiston: Lewis-Clark State and the City of Lewiston have collaborated to mutually enforce parking regulations and LC parking permit requirements on the streets that abut LC State property along 7th Avenue, 6th Street as well as portions along the South side of 8th Avenue and along 9th Avenue. This does not pertain to Federal, State, and City of Lewiston vehicles on official business.

Definitions

- **Campus:** for the purpose of these regulations includes all property owned or leased by Lewis-Clark State College in and around the City of Lewiston. This includes the streets and alleys under the jurisdiction of the City of Lewiston.
- **Staff:** as it appears herein, includes faculty and staff, as well as employees of non-College organizations who work on the campus or are assigned an office, laboratory or equivalent space within a college building.
- **Warning:** applies to any and all verbal or written instructions from LCSC parking officials.
- **Grace Period:** the 10 business days following the issuance of an official notice by the Department of Public Safety (Public Safety).
- **Official Notices:** any official document pertaining to parking enforcement, regulation, or collections such as tickets, late notices, appeal notifications, letters, or e-mails.
- **Parked:** any car which is left unattended with the engine off.
- **Standing:** any car which is left unattended with the motor running.
- **Street Parking:** Street side parking on 7th Avenue, 6th Street, Street as well as portions along the South side of 8th Avenue and along 9th Avenue along property that LC State owns.

General Regulations

The Motor Vehicle Laws of the State of Idaho, the Traffic Ordinances of the City of Lewiston, and the following Parking Regulations of Lewis-Clark State College shall apply:

- Permits are to be adhered directly (not packaged, laminated or taped) to the inside, lower left-hand corner of the front windshield. Permits have a mild adhesive that sticks without the use of any additional adhesive such as tape or glue. Permits are easily removed; however, assistance will be provided by Public Safety if needed.
- Parking on the LCSC Campus is permitted in areas marked by parking space lines or signs. All other areas are officially declared no parking zones.
- All persons operating a motor vehicle on the LCSC Campus or property owned by the College shall not exceed a 10-miles-per-hour speed limit.
- Students, faculty and staff are not allowed in visitor parking spaces.
- There will be no parking in spaces that are barricaded or coned, "Authorized Vehicle Only"

spaces, or areas on grass or lawns. Double parking is not allowed. Do not block entrances, exits, or dumpsters unless authorized by Physical Plant or the Department of Public Safety.

- Parking in areas designated as a loading zone or at yellow curbs for legitimate unloading or loading of equipment or supplies is limited to 20 minutes. Additional time may be arranged only by contacting the Department of Public Safety in advance.
- Parking in areas marked with red fire curb is prohibited. Any vehicle left parked or standing will be subject to a fine.
- Any vehicle left parked or standing in any no parking area is subject to a fine.
- Vehicles, which are not in compliance with these regulations and are left with hazard flashers engaged, are still considered illegally parked and are subject to citation.
- Parking is prohibited in handicapped zones or spaces without the proper permits. State Handicap Permits are required in conjunction with an LCSC Parking Permit. All state handicap permits shall be assigned to the person using the handicap space and in accordance with Idaho Statute, Title 49-410 & 49-117.
- Driving a motor vehicle, motorcycle, or any motorized device on campus property – other than on an authorized road, driveway, or parking area – is prohibited.
- The parking of a disabled or inoperative vehicle on campus for a period in excess of 48 hours is prohibited. The owner(s) of all vehicles in violation of this regulation will be notified with a notice placed on their windshield to move the vehicle. The vehicle may then be towed away after 48 hours at owner expense.
- Parked vehicles should be within the lines of a parking space and only one vehicle per parking space.
- On special occasions and during emergencies, parking limitations or revisions may be imposed by Administration and/or the Department of Public Safety. Such events include, but are not limited to: Dogwood Festival, athletic events, NAIA parking, and organized on-campus meetings.
- Driving the wrong way in a campus parking lot when directed by traffic signs or arrows is prohibited.
- Failure to display or properly display a valid parking permit on the vehicle is a violation of these regulations and subject to a fine.
- The display of a lost or stolen parking permit is a violation resulting in a \$50 fine and subject to further disciplinary action.
- All vehicles parked on campus more than 48 hours while staff, students, or owners are away must have the proper parking permits and authorization from the Department of Public Safety. The owner/operator shall complete a hold harmless form and provide contact information for notification purposes. Any vehicle found parked in violation of this regulation is subject to being towed at the owner's expense.
- LCSC Parking Permits are enforced Monday through Friday 7:00 am to 5:00 pm.
- All fire zones, handicap parking, and no parking zones are enforced at all times.
- Warnings - Any warning issued, whether verbal or in writing, is subject to action by LCSC Public Safety. Failure to act upon a warning may result in fines or citations issued after the fact, and/or a student code violation.
- Vehicles parked in spaces marked "Reserved Parking" are subject to fines as these spaces are reserved for official College vehicles.
- Parking along the south side of 7th Avenue between 4th Street and 6th Street, and on 6th Street along LC State property between the posted signs requires an LC State parking permit. As well as along LC State property on the south side of 8th Avenue (President's Residence) and the north and south side of 9th Avenue.
- Residents of Clearwater Hall are required to park in the D Street parking lot in downtown Lewiston.

- Campus employees who work in downtown Lewiston are subject to city and college parking requirements in downtown Lewiston.

Disability Parking

- Parking spaces designed for disabled parking require both an LCSC Parking Permit **and** a valid State issued Disability license plate or placard that is displayed at all times.
- Should you be mobility impaired, but do not use a wheelchair, please park in any available space before taking a handicap space. This helps maintain oversized parking spaces for those with special needs.
- Temporary disabled parking placards must be displayed where a valid expiration date can be seen or fines may apply.
- Those displaying a valid disabled parking placard may park in metered parking areas. Per state law, meter fees are not applicable. Vehicles utilizing these spaces for extended time periods, multiple days, or in place of the purchase of a valid LCSC parking permit are subject to fines.
- For more information on how to obtain a state-issued disability license plate or placard in Idaho, visit the [Idaho DMV website](https://itd.idaho.gov/wp-content/uploads/2016/11/3392Fill.pdf).
<https://itd.idaho.gov/wp-content/uploads/2016/11/3392Fill.pdf>

Parking Meters

- Parking meters are available for the use of students, faculty, staff and visitors with the conditions that the meter is paid. All vehicles parked in parking meter spaces will be ticketed for expired meters.
- Vehicles with parking permits cannot park in metered spaces without paying the meter.
- In accordance with Idaho State law handicap permit holders may park in the metered spaces for free.
- Multiple tickets may be issued in one day; no more than one ticket every 2 hours.
- Vehicles which use parking meters on a regular basis for extended time periods without paying the meter will be subject to additional fines.
- Report any malfunctioning meters to the LCSC Department of Public Safety at the time of failure. Notes will not be accepted. Meter citations are canceled only if the meter is confirmed to have malfunctioned and is investigated by the reporting party and an officer.

Motorcycles / Bicycles / Skateboards

- For the purpose of these regulations, any motorized two or three-wheeled vehicle is considered to be a motorcycle. The parking of motorized vehicles at bicycle racks is prohibited. LCSC Parking Permits are not required for motorcycles in designated white “crosshatched” areas but are required when parking in a regular vehicle parking space.
- Bicycles are not required to be registered or display a parking permit; however, everyone is encouraged to register them (no charge) at the Public Safety Office as a precaution in case of theft.
- Bicycles are required to be parked in a bicycle rack provided by the College.
- Bicycles are prohibited from being parked or left in areas that impede the means of access or egress from a building or effectively obstructs or constricts emergency access routes, driveways, loading zones, or walkways.
- Prohibited locations for bicycles include, but are not limited to, stairways and hallways, classrooms in buildings, or access ramps for persons with disabilities.
- Chaining – or, in some other manner, connecting bicycles to handrails, trees and shrubbery – is prohibited.
- Bicycle parking infractions can result in a parking fine.

- Motorcycles or bicycles parked or left so that they constitute a safety hazard on campus may be impounded without warning. The College will not be responsible for any damage incidental to the removal process. Motorcycles parked in metered parking spaces are subject to meter rates and conditions. The riding or use of skateboards on the LCSC Campus or any property owned or leased by the College is prohibited. Violators of this regulation may be trespassed from LCSC by Public Safety and the Lewiston Police Department [I.C. 18-7008 (A) (8)]

Resident Students

- Students residing in Clark Hall, Talkington and College Place are encouraged to park their vehicles in the 4th Street parking lot.
- There is no overnight parking in the Library parking lot without arrangements through the Department of Public Safety. Vehicles left overnight in the Library lot may be subject to a fine.
- There is no overnight parking on 4th Street WCC parking between 8th Ave. and 9th Ave. Please park in 4th St. North lot or the lot south of College Place.
- At Clearwater Hall “No Parking” on the south side of the building is strictly enforced.
- There is no overnight parking in “D Street” parking without a permit.

Travel/Overnight Parking

- **Parking for overnight/long term travel shall be in the Wittman Parking lot on 11th Ave.**

Temporary Permits

Special Use Parking Permits

- ☐ Division Parking Passes: Division passes are available to all divisions for guest use. Any faculty, staff or student found using the permit is subject to a fine and revocation of the division pass.
- ☐ Vendor Parking Passes: Vendor passes are available through the Public Safety office. Special regulations apply. Contact Public Safety for more information.
- ☐ Event Parking: A special event is defined as any event on the LCSC campus that expects guests in attendance other than employees and students; an event that invites the public onto the campus and therefore requires parking needs not addressed by standard parking permits. Examples include, but not limited to: athletic events, conferences, performances, and entertainment events that are open to the public. For more information contact Events at 208- 792-2644.

Guests and Visitors

- ☐ To facilitate parking control and to avoid penalties for parking violations, visitors wishing to park on campus must obtain a complimentary parking pass from the Department of Public Safety MLH 110.
- ☐ Disabled individuals may make parking arrangements by calling the Department of Public Safety at 208-792-2226.
- ☐ Faculty/staff who invite guests to campus need to make prior arrangements at least three days in advance for guest passes.
- ☐ Faculty, staff, and students are not eligible for a visitor’s pass.
- ☐ LCSC Parking Permits are reciprocal with the University of Idaho parking permits.
- ☐ LCSC Parking Permits are valid at the University of Idaho in blue parking areas **only**.

Inoperable or Borrowed/Rental Vehicles

- ☐ Inoperable Vehicles: Vehicles which are inoperable due to mechanical issues, car accidents, or body work may be eligible for a temporary permit. Temporary permits are issued on a case- by-case basis to permit holders while their car is being repaired.
- ☐ Borrowed/Rental Vehicles: Should a student, staff, or faculty member have occasion to borrow/rent a vehicle for any reason a temporary permit may be issued for the borrowed vehicle.
- ☐ Temporary permits are not to be used as a replacement for an additional vehicle permit. If a temporary vehicle pass is issued to a permit holder and both the original vehicle and the temporary vehicle are found on campus, parking citations will be issued.

2025-2026 Parking Permit Fee:

Single Vehicle – Annual	\$95.00
Single Vehicle – Semester	\$65.00
Additional Permit	\$25.00
Replacement Permit	\$25.00
“D Street” Employee Permit	\$50.00
Clearwater Hall Parking Permit for D Street Parking will be included in housing fees.	

- Generally, refunds will not be issued once a permit has been purchased. Limited exceptions apply and will be evaluated on a case-by-case basis
- Single vehicle parking permits are **not** transferable from one vehicle to another. Failure to obey this rule will constitute a violation and the operator will be subject to a citation.

Penalties for Violation of Parking Regulation:

No Parking Permit	\$50
Improper/Failure to Display Properly	\$10
No Handicap Permit	\$75
Restricted Parking – Expired Meter, Visitor Parking, Reserved Spaces	\$25
Illegal parking-Double parking, crosswalk violation, obstructing traffic.	\$15
No parking zone – fire lane, red curb, blocking entrance/exit, blocking walkway, parking in red/blue/yellow/orange hash marks.	\$25
Display of lost or stolen permit.	\$50
Bicycles/Motorcycles	\$15
Late Fee (after 10 business days)	\$25
Other (will be assessed by Public Safety according to safety).	--

Vehicles parked in unauthorized spaces or areas are subject to towing at the owner's expense.

Parking permits or parking privileges may be recalled, revoked, or suspended for any of the following reasons:

- three or more citations during a school year
- transfer of a permit to an unauthorized vehicle
- falsification of information on a permit application

All penalties are due and payable within ten days of the date citation is issued. Failure to comply constitutes an additional violation with a minimum penalty of \$25.00 in addition to the original penalty.

Assessment of Fines and Student Holds

Fines will be assessed to ticketed vehicles as follows:

- the person who purchased the permit if a permit was displayed
- registered owner(s)
- drivers-vehicles under the care, custody and control of someone other than the registered owner(s)
- late fees, fines and holds applied to any/all of the above parties after the lapse of the 10-day grace period

There is no statute of limitations on citation billing.

Late Fees

All fines are due and payable to the Department of Public Safety within 10 business days or a late fee may be added. If payment or an appeal is not received during the 10-day "grace period," a late fee will be added and a hold will be placed on the student account. Late fees may be extended by contacting the Public Safety Office within the 10-day grace period; all extensions are made on a case-by-case basis. Holds will be removed only after all fines have been paid or satisfactory arrangements have been made with the Public Safety Office.

Ticket Appeals

If you feel that a citation has been issued in error, you have the option of appealing the citation to the Ticket Appeals Committee within 10 days of receiving a ticket. All tickets that are currently going through the appeals process will not be assessed a late fee until 10 days after the process is complete. Appeals submitted after the 10-day grace period will not be heard and the citation will stand. For more information, or to begin an appeal, visit:

<https://www.lcsc.edu/public-safety/parking-services/parking-tickets-appeals>

Ticket Appeals Committee

The Ticket Appeals Committee is comprised of persons from the following groups on campus: Faculty, Professional Staff, Classified Staff and the Student Body. The group meets as necessary with a person from the Department of Public Safety available for any questions or clarifications. They discuss and make the determinations on the appeals that have been submitted for consideration.

For more information contact the Department of [Public Safety](#) at 792-2226 or via e-mail: parking@lcsc.edu

EXHIBIT C

CITY PARKING PASS 2025-2026





CITY COUNCIL MEETING AGENDA ITEM SUMMARY

ITEM TITLE RESOLUTION 2025-42	AGENDA NO. VII. G. AGENDA DATE: September 8, 2025
ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.) This proposed lease comes after the Airport Authority requested a new lease between the City and itself to reflect a "fair market value" lease rate, as required by the FAA. Historically, the City has paid less than fair market value for the lease of the Bryden Canyon Golf Course because the City owns the property. However, since the property the golf course is located is part of the land leased to the Airport Authority for airport purposes, FAA regulations require the Airport Authority to charge a fair market value for the property to generate non-aeronautical airport revenue.	
BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources) The FY25 and FY26 have budgeted for the increases lease rate. While the lease rate is increasing from \$33,996.29, the City had advance notice and this was sufficiently budgeted for in FY25. As a result, a payment of \$48,634.90 is anticipated upon approval of the proposed lease by both parties.	
ACTION PROPOSED Approval of Resolution 2025-42, approving the proposed Lease Agreement and execution. Then the executed Lease will be considered and approved by the Airport Authority.	

RESOLUTION 2025-42

A RESOLUTION APPROVING A LEASE AGREEMENT BETWEEN THE LEWISTON-NEZ PERCE COUNTY REGIONAL AIRPORT AUTHORITY AND THE CITY OF LEWISTON, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, SAID LEASE; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1: The Lease Agreement Between the Lewiston-Nez Perce County Airport Authority and the City of Lewiston (“Lease Agreement”) for the lease of Bryden Canyon Golf Course is hereby approved, a copy of which is attached hereto and incorporated herein as Exhibit A.

SECTION 2: The Mayor and City Clerk are hereby authorized and directed to execute and attest said Lease Agreement, respectively.

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 2025-42

**LEASE AGREEMENT BETWEEN
THE LEWISTON-NEZ PERCE COUNTY REGIONAL AIRPORT AUTHORITY
AND THE CITY OF LEWISTON**

THIS LEASE AGREEMENT (“Agreement”) is entered into by and between the Lewiston-Nez Perce County Regional Airport Authority, a sub-unit of government of the City of Lewiston and Nez Perce County (“Lessor”); and the City of Lewiston, an Idaho municipal corporation (“Lessee”). Lessor and Lessee may also individually be referred to as “Party” or collectively as “Parties.”

WHEREAS, Lessee desires to lease from Lessor and Lessor desires to lease to Lessee Bryden Canyon Golf Course;

WHEREAS, Lessor is authorized to enter into this Agreement pursuant to Idaho Code § 67-2328; and

WHEREAS, Lessee is authorized to enter into this Agreement pursuant to Idaho Code §§ 50-301 and 67-2328.

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

1. **LEASE OF GOLF COURSE:**

a. Lessor shall lease to Lessee that area of land on the Lewiston-Nez Perce County Regional Airport currently maintained and cultivated as Bryden Canyon Golf Course, as illustrated in Exhibit A, attached hereto and incorporated herein (“Golf Course”).

b. Lessee shall use the Golf Course for public golf course purposes and uses reasonably related thereto, and for no other purpose.

2. **TERM AND RENEWAL:** The Initial Term of this Agreement shall be from October 1, 2024 through September 30, 2025 (“Initial Term”). Thereafter, this Agreement shall automatically renew for additional one (1) year terms (each a “Renewal Term”), not to exceed twenty-four (24) total

Renewal Terms, unless terminated as provided herein. Each Renewal Term shall commence on October 1 and shall terminate on September 30 of the following calendar year.

Lessor understands that Lessee is strictly bound by Article VIII, §3 of the Idaho Constitution, which prohibits the Lessee from incurring any indebtedness or liability, in any manner, beyond its current fiscal year, which is October 1 through September 30. The automatic renewal of this Agreement is wholly contingent upon Lessee's annual appropriation of funds for this Agreement. Said appropriation may be made solely at the option and discretion of Lessee. In the event that Lessee does not appropriate funds for this Agreement for the ensuing fiscal year, for any reason, Lessee may terminate this Agreement without penalty in accordance with the provisions of Section 3(a).

3. TERMINATION:

a. Non-Appropriation of Funds: If the Lessee does not appropriate funds for this Agreement for the following fiscal year, the Lessee may terminate the Agreement without penalty. The Lessee shall promptly provide written notice to the Lessor, stating the non-appropriation of funds and the effective date of termination. No financial obligations shall accrue after the effective termination date.

b. Mutual Agreement: The Agreement may be terminated at any time by mutual written consent of both Parties, with at least forty-five (45) days' written notice.

c. End of Term: If the Agreement is to be terminated at the end of its term, the terminating Party must provide at least six (6) months' written notice before the term's expiration.

d. Surrender of Premises: Upon termination of this Agreement or any part thereof, the Lessee shall surrender the Golf Course to the Lessor in as good condition as reasonable use and wear allow.

e. Contracts Related to Golf Course Operations: Upon termination, the Lessor may elect to assume any contracts related to the operation and maintenance of the Golf Course. The

Lessor must notify the Lessee of its intent to assume such contracts, and any agreements assumed will become the full responsibility of the Lessor.

4. PAYMENT: For the Initial Term of this Agreement, Lessee shall pay Lessor Eighty-Two Thousand Six Hundred Thirty-One Dollars and Nineteen Cents (\$82,631.19). Thereafter, the lease payment shall increase three percent (3%) annually, effective on October 1 of each year, for each Renewal Term of this Agreement. Such increase shall be calculated based on the rental rate in effect immediately prior to the commencement of the applicable Renewal Term. The Lessee shall be notified in writing of the new rental rate no later than June 1 of each and every year, beginning June 1, 2026.

a. Lessee has made an initial payment of Thirty-Three Thousand Nine Hundred Ninety-Six Dollars and Twenty-Nine Cents (\$33,996.29) for the Initial Term of this Agreement. Lessee's obligation to pay rent for the Initial Term is reduced accordingly. Thereafter, Lessee's obligation for the Initial Term's rent payment is solely to the payment of the difference between the amount already paid and the agreed upon payment amount in Paragraph 4.

5. COMPLIANCE. Lessee's use of the Golf Course is subject to compliance with all applicable requirements, which may be promulgated or amended from time to time. This includes adherence to all relevant laws, rules, and regulations, as well as federal regulations and directives, including those from the Federal Aviation Administration (FAA) and Transportation Security Administration (TSA). When applicable, Lessee must also comply with all Airport primary guiding documents, Airport policies, standards, and directives. Additionally, Lessee is required to follow all zoning, building, fire, safety, and other codes, ordinances, statutes, and measures of any governmental agencies having jurisdiction. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

6. SUBORDINATION: This Agreement shall be subordinate to the applicable provisions of: any existing or future agreement between Lessor and the United States government

relative to the operation and maintenance of the Lewiston-Nez Perce County Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of such airport; and applicable federal, state, and local laws and regulations, as they currently exist and as amended. In the event of a conflict between this Lease and the provisions of any existing or future agreement between the Lessor and United States government, relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition to the expenditure of federal funds for the development of the Airport or applicable federal, state, and local laws and regulations, as they currently exist and as amended, this Lease shall be subordinate.

7. MODIFICATIONS: Prior to Lessee making any material modifications to the Golf Course or constructing or installing any major facilities at the Golf Course, Lessee shall obtain written consent from Lessor, said consent being subject to applicable approvals from the FAA and shall not be unreasonably withheld by Lessor.

8. MAINTENANCE AND OPERATION OBLIGATIONS OF GOLF COURSE:

a. Property Maintenance: The Lessee shall maintain the property in an attractive manner that is inviting to the public. This includes regular landscaping, cleaning, and upkeep of all visible areas to ensure a welcoming environment.

b. Sanitation Standards: The Lessee shall maintain all sanitation and sanitary facilities in accordance with applicable health standards. This includes regular inspections and prompt repairs to ensure compliance with local health regulations.

c. Public Accessibility and Safety: The Lessee shall keep the property reasonably open, accessible, and safe for public use. This includes maintaining fire prevention measures and ensuring that all golf and related activities are conducted in a manner that prioritizes public safety.

d. Structural Maintenance: The Lessee shall maintain all buildings, roads, trails, and other structures and improvements in reasonable repair throughout their estimated lifetime. This is to prevent undue deterioration and to encourage public use.

e. Golf Course Availability: The Lessee shall keep the golf course open for public use during reasonable hours and times of the year, ensuring accessibility and enjoyment for the community.

f. Property Insurance: The Lessee shall procure and keep in full force and effect during any term of this Lease, insurance coverage for any personal property owned by Lessee located on the Golf Course in an amount not less than the requirements of the State of Idaho, as specified in Chapter 9, Title 6 of Idaho Code (also known as the Idaho Tort Claims Act). Lessee shall furnish Lessor with a certificate of such insurance within thirty (30) days of the commencement of this Lease, and annually thereafter so long as this Lease shall remain in effect.

9. CONVERSION OF USE: The parties acknowledge that the property the Golf Course is located was acquired or developed with grant assistance from the Land and Water Conservation Fund (LWCF), specifically Project B.O.R. 16-00184, through the Idaho State Parks Department and the U.S. Bureau of Outdoor Recreation. As a result, the property is encumbered and must be used exclusively for public outdoor recreation, maintaining its utility as a golf course, as determined by the U.S. National Park Service (NPS). Any conversion to non-recreational use requires prior approval from the NPS, in accordance with Section 200305(f)(3) of the LWCF Act and its rules and regulations.

a. Accordingly, the Lessor shall not take any action that negatively impacts the LWCF status of the Golf Course. The Lessor agrees to indemnify the Lessee, including its officers, agents, and employees for all claims, demands, losses, actions, causes of action, suits, damages, judgments, obligations, liabilities, costs, expenses, and/or injuries to persons or property arising from

or in connection with the Lessor's actions or omissions affecting the LWCF status of the Golf Course. This indemnification includes, but is not limited to, all conversion-related costs, such as appraisals, appraisal review, and environmental assessments.

10. PROPERTY RIGHTS RESERVED. Lessor reserves to itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Golf Course, together with the right to cause in such airspace such noise as may be inherent in the operation of aircraft, now known or later used, for navigation of or flight in such airspace, and for use of such airspace for landing on, taking off from or operating on the Airport. Lessee agrees to restrict the height of structures, objects of natural growth and other obstructions on the Golf Course to such a height so as to comply with Federal Aviation Regulations, Part 77. Lessee agrees to prevent any use of the Golf Course which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an airport hazard.

11. EXCLUSIVE RIGHTS PROHIBITED. Lessee shall have the right to use the Golf Course of the Airport under the terms and conditions as set forth in this Lease; provided, however, that this Lease shall not be construed in any manner to grant Lessee or those claiming under Lessee the exclusive right to the use of the premises and facilities of the Airport other than those Premises leased exclusively to Lessee pursuant to this Lease.

12. INDEMNIFICATION: The Parties are governmental entities subject to statutory and constitutional restrictions concerning the acceptance of liability. The Parties' liabilities are further governed by the Idaho Tort Claims Act. It is the intention of the Parties that each will be responsible for its own acts and omissions and those of its employees, officers, agents and contractors, except as expressly agreed upon in Paragraph 9 regarding the conversion of the Golf Course in violation of the LWCF encumbrance.

13. NOTICES: All notices required to be given pursuant to this Agreement shall be in writing and shall be deemed delivered (i) immediately if hand-delivered or transmitted by email; or (ii) seventy-two (72) hours after depositing the same in the U.S. mail, certified or registered, postage prepaid, addressed to the respective addresses set forth below:

Lessor: Airport Director
Lewiston-Nez Perce County Regional Airport Authority
3632 Stearman Street
Lewiston, ID 83501
Email: misaacs@golws.com

Lessee: Mayor
City of Lewiston
P.O. Box 617
Lewiston, Idaho 83501
Email: mayorjohnson@cityoflewiston.org

In the event of a change of address by either Lessor or Lessee, the Parties agree to notify each other in writing within ten (10) business days of the date of any such change.

14. 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.

15. SEVERABILITY: If any provision in this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of any such provision shall in no way affect any other provisions in this Agreement, provided that the invalidity of any such provision does not materially prejudice either party with regard to their respective rights and obligations contained in the valid provisions of this Agreement.

16. 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.

17. MODIFICATIONS: This Agreement may be modified or amended only by a writing duly executed by both Parties. Anything else contained herein notwithstanding, modifications of this Agreement shall be of no force and effect until approved in writing by the duly appointed or elected governing bodies of the Parties.

18. PERFORMANCE/WAIVER: The failure of a Party hereto to insist upon strict performance or observance of the terms of this Agreement shall not be a waiver of any breach of any terms or conditions of this Agreement by the other Party.

19. FORCE MAJEURE: Neither Party shall be liable for any failure to perform as required by this Agreement to the extent that such failure to perform is caused by any reason beyond the Party's control, or by reason of any of the following: labor disturbances or disputes, accidents, failure of any required governmental approval, civil disorders, acts of aggression, acts of God, failure of utilities, mechanical shutdowns, material shortages, disease, or similar occurrences.

20. SUCCESSORS AND ASSIGNS: This Agreement may not be assigned, in whole or in part, by either Party without the prior express written consent of the other Party. However, the Lessor expressly consents to the Lessee entering into contractual agreements related to the operation and maintenance of the Golf Course, including subleasing.

21. 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.

22. ATTORNEY FEES: In the event a controversy, claim, or action arises between the Parties to this Agreement regarding the enforcement of its terms and conditions, or the breach of any of its provisions, the prevailing Party shall be entitled to recover from the other Party all costs and expenses incurred by the prevailing Party, including reasonable attorney fees.

23. PUBLIC RECORDS: The Parties herein understand and acknowledge that this Agreement and its attachments are subject to the Idaho Public Records Act, I.C. §§ 74-101, *et seq.*, the Idaho Open Meetings Act, I.C. §§ 74-201, *et seq.*, and other applicable federal and state laws, and might be public records.

24. DISPUTE RESOLUTION: In the event that a dispute related to this Agreement arises, the dispute shall be articulated in writing by either Party. The Parties shall then attempt to negotiate in good faith and resolve the dispute. If the Parties fail to resolve the dispute through negotiation, then the Parties shall enter into non-binding mediation or another mutually agreed upon alternative dispute resolution process. Fees and expenses 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.

25. RIGHT OF ENTRY: Lessee shall at all times with reasonable notice permit Lessor or its agents to enter into and upon the Golf Course and buildings for the purpose of inspecting the same.

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

Signatures on next page

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

DATED this _____ day of _____ 2025.

**LEWISTON-NEZ PERCE COUNTY
REGIONAL AIRPORT AUTHORITY**

Chair

ATTEST:

Secretary

STATE OF IDAHO

COUNTY OF NEZ PERCE

ss.
|

This record was acknowledged before me on _____, 2025, by _____ as Chair of the Lewiston-Nez Perce County Regional Airport Authority, a sub-unit of government of the City of Lewiston, an Idaho municipal corporation, and Nez Perce County, a political subdivision of the State of Idaho.

Notary public in and for the State of Idaho
My commission expires _____

STATE OF IDAHO

COUNTY OF NEZ PERCE

ss.
|

This record was acknowledged before me on _____, 2025, by _____ as Secretary of the Lewiston-Nez Perce County Regional Airport Authority, a sub-unit of government of the City of Lewiston, an Idaho municipal corporation, and Nez Perce County, a political subdivision of the State of Idaho.

Notary public in and for the State of Idaho
My commission expires _____

DATED this _____ day of _____ 2025.

CITY OF LEWISTON

Daniel G. Johnson, Mayor

ATTEST:

Tanya M. Brocke, City Clerk

STATE OF IDAHO

COUNTY OF NEZ PERCE

ss.

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 CITY OF LEWISTON



1 inch = 484 feet

