Lewiston City Council
REGULAR MEETING AGENDA
October 13, 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. PUBLIC HEARINGS AND RELATED ACTION ITEMS

A. PUBLIC HEARING FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT 2024 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT: Accepting testimony on the 2024 Consolidated Annual Performance and Evaluation Report - Action Item (Community Development Office Supervisor Ortiz)

B. COMMUNITY DEVELOPMENT BLOCK GRANT 2024 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT: Considering approving the 2024 Consolidated Annual Performance and Evaluation Report - Action Item (Community Development Office Supervisor Ortiz)

V. CONSENT AGENDA

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

A. CITY COUNCIL MINUTES: Considering approving the minutes of the 9/22/2025 Regular meeting - Action Item

B. ADVISORY BOARD AND COMMISSION MINUTES: Accepting the minutes of the following meetings: 5/15/2025, 7/17/2025 and 8/20/2025 Library Board of Trustees; 9/10/2025 Planning and Zoning Commission; and the 8/05/2025 Urban Renewal Agency - Action Item

C. VOUCHER'S PAYABLE: Considering approving the Voucher's Payable dated 9/05/2025 -

9/18/2025 in the amount of $3,594,197.52 and 9/19/2025 - 10/02/2025 in the amount of $1,396,192.57 - Action Item

D. **RT ESTATES (SUB25-000003) PRELIMINARY PLAT:** Considering approving the RT Estates (SUB25-000003) preliminary plat and associated Reasoned Statement of Relevant Criteria and Standards, which proposes to subdivide approximately 0.69 acres of land into 2 residential lots located on the south side of Burrell Avenue between 13th Street and 14th Street - Action Item

VI. ACTIVE AGENDA

A. **BOYS AND GIRLS CLUBS OF THE LEWIS CLARK VALLEY, INC. FISCAL YEAR 2026 SERVICES AGREEMENT:** Considering approving the Fiscal Year 2026 Services Agreement between the City of Lewiston and Boys and Girls Clubs of the Lewis Clark Valley, Inc. up to the total sum of $18,000, and authorizing the Mayor to sign the agreement - Action Item (Council President Kleeburg)

B. **LEWISTON CIVIC THEATER, INC. FISCAL YEAR 2026 SERVICES AGREEMENT:** Considering approving the Fiscal Year 2026 Services Agreement between the City of Lewiston and the Lewiston Civic Theater, Inc. up to the total sum of $30,000, and authorizing the Mayor to sign the agreement - Action Item (Council President Kleeburg)

C. **VALLEY VISION, INC. FISCAL YEAR 2026 SERVICES AGREEMENT:** Considering approving the Fiscal Year 2026 Services Agreement between the City of Lewiston and Valley Vision, Inc., up to the total sum of $50,000, and authorizing the Mayor to sign the agreement - Action Item (Council President Kleeburg)

D. **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)

E. **RESOLUTION 2025-41:** Considering accepting a Public Stormwater Utility and Access Easement from Rogers Motors, Inc. - Action Item (Public Works Director Johnson)

F. **RESOLUTION 2025-46:** Considering accepting and approving a right-of-way contract and claim for payment between Federal Cartridge Company and the City of Lewiston and authorizing the Mayor to sign the contract and claim - Action Item (Public Works Director Johnson)

G. **RESOLUTION 2025-47:** Considering approving an agreement between the City of Lewiston and Nez Perce County relating to the use of the City of Lewiston's Transfer Station for solid waste disposal and authorizing the Mayor to sign the agreement - Action Item (Public Works Director Johnson)

H. **THIRD SUPPLEMENTAL AGREEMENT TO TR023 PROFESSIONAL SERVICES AGREEMENT:** Considering approving the Third Supplemental Agreement with Horrocks Engineers, Inc. and Idaho Transportation Department for the TR023 Snake River Avenue from Southway Bridge to 11th Avenue project and authorizing the Mayor to sign the agreement - Action Item (Public Works Director Johnson)

I. ORDINANCES

1. SECOND/THIRD READINGS

a. ORDINANCE 4954: Considering implementing the City Council's decision in ZNC25-2, declaring that certain real property be removed from the 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)

b. ORDINANCE 4957: Considering amending Lewiston City Code Section 35-71.1 adding an additional disabled parking space in Downtown Lewiston - Action Item (Public Works Director Johnson)

2. ADOPTION AND APPROVAL OF ORDINANCE SUMMARIES

a. ORDINANCE 4954: - Action Item

b. ORDINANCE 4957: - Action Item

J. REASONED STATEMENT FOR ZNC25-2: Considering approving the Reasoned Statement of Relevant Criteria and Standards for ZNC25-2 - Action Item (Assistant Planner Hollingshead)

VII. ITEMS MOVED FROM THE CONSENT AGENDA - Action Item

VIII. UNFINISHED AND NEW BUSINESS

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

B. CITY BOARDS AND COMMISSIONS LIAISON UPDATES

C. AGENDA TOPICS: - Action Item

IX. ADJOURNMENT - Action Item

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

CITY COUNCIL MEETING
AGENDA ITEM SUMMARY

ITEM TITLE PUBLIC HEARING FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT 2024 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT	**AGENDA NO.** IV. A. **AGENDA DATE:** October 13, 2025

ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.)

At the beginning of each program year, the City prepares an Annual Action Plan that informs HUD and citizens what goals and objectives the City intends to meet with CDBG funding during the upcoming year. At the end of the program year, the City prepares a Consolidated Annual Performance Evaluation Report (CAPER) to illustrate the actual accomplishments achieved during that year. The CAPER allows HUD, local officials and citizens to assess the use of available resources and to assess the efforts made to achieve the goals and objectives identified in the five year (2023-2027) Consolidated Plan and Annual Action Plan.
The program year 2024 CAPER represents the outcomes and accomplishments of the City's CDBG program from August 1, 2024, to July 31, 2025.
The City had a total of $153,099.22 at the end of the 2023 program year. This amount, plus the 2024 award of $254,824.00 and $47,112.39 in program income, brought the total CDBG resources to $455,035.61. The total funds expended during the program year was $196,717.88. Funds expended went towards the following projects:

- $80,048.33- 2023 Home Repair Program
- $58,288.12 – 2024 Home Repair Program (3 Homes will roll over into the 2025 Program)
- $26,820.62 - 2024 Administration
- $5,000 - 2022 Microenterprise Program
- $5,000 – 2024 Microenterprise Program (1 business will roll into the 2025 Program)
- $18,000 – Lewiston School District rental and utility assistance
- $3,560.81 – Lewis Clark Valley Adult Resource Center (This project will roll over to the 2025 Program)

LC Valley Youth Resource Center and Skyview Estates/Mountain View Mobile Home Park were not able to start their projects due to contractors' availability; they will also roll over into the 2025 Program.

The public comment period began September 28, 2025, with a notice published in the Lewiston Tribune. The period will conclude October 13, 2025, after the public hearing. Any

comments received will be taken into consideration and included with the report submittal.
BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources) No budget impact
ACTION PROPOSED Recieve and consider public testimony.

2024 CDBG CAPER

CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT

2024 Program Year
August 1, 2024, to July 31, 2025

Presented to the U.S. Department of Housing and Urban Development
Portland Field Office of Community Planning and Development

CITY OF LEWISTON, IDAHO

Community Development Department
City of Lewiston
P.O. Box 617
Lewiston, ID 83501
Ph. 208.746.1318
www.cityoflewiston.org

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

The 2024 Consolidated Annual Performance and Evaluation Report (CAPER) represents activities and programs carried out in the second Annual Action Plan under the City of Lewiston's 2023–2027 Five-Year Consolidated Plan. Activities addressed the needs and priorities identified in the Consolidated Plan and focused on high-priority goals, including improving housing access and quality, addressing homelessness, supporting public services, and investing in public facilities and infrastructure.

Progress was made in homeowner rehabilitation through the City's Home Repair Program, with six low- and moderate-income households assisted during the program year. These projects extended the useful life of existing affordable housing and addressed health and safety concerns. Larger capital projects, including Mountain View Mobile Home Park and the Youth Resource Center, remained in the planning and early implementation stages. Funds were obligated, but environmental review, site work, and project design delayed completions. Outcomes for some projects will roll over into future program years. $47,112.39 was received as program income from previous rehabilitation loans. These funds were used in both the home repair program and also for administrative costs.

LC Valley CARES and the Lewiston School District's LIFE program provided direct assistance to households experiencing or at risk of homelessness, including hygiene supplies, clothing, rent, and utility support. These interventions helped stabilize vulnerable residents and provided critical resources to individuals and families. CARES was not able to liquidate the $10,000 allocated; rather $6,602.41 was spent. The LIFE program was increased from $15,000 to $18,000 due to the success of the program.

Salvation Army, Interlink, and Family Promise were not funded as anticipated.

The Microenterprise Program was funded in 2024, with grants awarded to support small businesses owned by low- and moderate-income residents. $35,000 was allocated, and $15,000 was utilized. This funding assisted two businesses in furthering success and expanding services. A total of one job was created or maintained.

Overall, the City's 2024 CDBG activities continued to focus on homelessness prevention, homeowner stabilization, and neighborhood revitalization. While some multi-year projects did not report completions during this program year, significant groundwork was laid to ensure progress in 2025 and beyond.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward

meeting goals and objectives. 91.520(g)
Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Program Year
Homeless Housing and Services	Homeless	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	
Homeless Housing and Services	Homeless	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	30	
Homeless Housing and Services	Homeless	Homelessness Prevention	Persons Assisted	50	50
Improve Housing Access and Quality	Affordable Housing	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	20
Improve Housing Access and Quality	Affordable Housing	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	0	10
Improve Housing Access and Quality	Affordable Housing	Homeowner Housing Rehabilitated	Household Housing Unit	25	
Improve Public Facilities and Infrastructure	Non-Housing Community Development	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	2000	40
Improve Public Facilities and Infrastructure	Non-Housing Community Development	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	0	6
Planning and Administration	Affordable Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	Other	Other	0	100

Provide Public Services	Non-Homeless Special Needs	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	525	20
Provide Public Services	Non-Homeless Special Needs	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	25	

Table 1 - Accomplishments

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

Improve Housing Access and Quality:

- Six low- and moderate-income households were assisted through the Home Repair Program, which provided critical repairs to improve housing safety and livability.
- Planning and environmental review were completed for larger capital projects, including the Mountain View Mobile Home Park rehabilitation and the LC Valley Youth Resource Center tiny home village. These multi-year projects will produce measurable outcomes in future program years.

Provide Services for People Experiencing or At-Risk of Homelessness:

- The Lewiston School District's LIFE program supported families at risk of homelessness with rental, lodging, and utility assistance, preventing housing displacement and stabilizing households.
- LC Valley CARES provided clothing, hygiene supplies, and connections to wraparound services for individuals experiencing homelessness in the Lewis-Clark Valley.

Improve Public Facilities and Infrastructure:

- CDBG funds were allocated to the Mountain View Mobile Home Park to begin long-term infrastructure and housing improvements at the 32-unit site.
- The LC Valley Youth Resource Center was awarded funding to support development of a 12-unit tiny home village for youth transitioning to independent living.

Providing Public Services and Economic Growth:

- The Microenterprise Grant Program was funded to support small business stabilization and expansion for low- and moderate-income entrepreneurs.

Planning and Administration:

- CDBG administration supported compliance reviews, subrecipient monitoring, training, and technical assistance to ensure adherence to HUD regulations.
- The City continued to promote the CDBG program through public notices, bilingual advertisements, website updates, and engagement with local non-profits to strengthen community partnerships and

outreach.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

	CDBG
White	502
Black or African American	0
Asian	2
American Indian or American Native	1
Native Hawaiian or Other Pacific Islander	0
Total	53
Hispanic	0
Not Hispanic	0

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

The City's 2023-2027 Consolidated Plan notes that the large majority of householders in the city of Lewiston are white. The City's population is 90% non-Hispanic white, about 4% Hispanic, 2% of two or more races, and 3% Native American. Remaining races constitute less than 1% of the city's population each.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	455,035	196,717

Table 3 - Resources Made Available

Narrative

The City had a total of $ 153,099.22 at the end of the 2023 program year. This amount, plus the 2024 award of $254,824.00 and $47,112.39 in program income, brought the total CDBG resources to $455,035.61. The total funds expended during the program year were $196,717.88. Funds expended went towards the following projects:

- $80,048.33- 2023 Home Repair Program
- $58,288.12 – 2024 Home Repair Program (3 Homes will roll over into the 2025 Program)
- $26,820.62 - 2024 Administration
- $5,000 - 2022 Microenterprise Program
- $5,000 – 2024 Microenterprise Program (1 business will roll into the 2025 Program)
- $18,000 – Lewiston School District rental and utility assistance

- $3,560.81 – Lewis Clark Valley Adult Resource Center (This project will roll over to the 2025 Program)

LC Valley Youth Resource Center and Skyview Estates/Mountain View Mobile Home Park were not able to start their projects due to contractors' availability; they will also roll over into the 2025 Program.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation
Citywide	100	100

Table 4 – Identify the geographic distribution and location of investments

Narrative

CDBG funds were distributed citywide to ensure equitable access for low- and moderate-income residents. Public services, such as LC Valley CARES and the Lewiston School District, served residents across Lewiston. Housing rehabilitation assistance was provided citywide to eligible homeowners. Larger capital projects, including improvements at Mountain View Mobile Home Park and the LC Valley Youth Resource Center, were located in areas with significant low- and moderate-income populations. The citywide approach allowed flexibility to support both individual household needs and long-term neighborhood revitalization.

Leveraging

Explain how federal fundsleveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The City continues to actively seek out partnerships with housing and social service providers to utilize a variety of Federal, State, and local funding sources to meet the needs identified in the consolidated plan. The City has actively supported low income housing tax credit projects sponsored by private developers. The CDBG funds used in these projects help leverage significant private investment by other community members, resulting in quality housing being built and creating a lasting asset for the property owner and community. Subrecipients utilize their own additional resources in the form of private and local funds. No publicly owned land or property located within the jurisdiction were used to address the needs identified in the plan during the 2024 program year.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the

number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	0	0
Number of Special-Needs households to be provided affordable housing units	0	0
Total	0	**0**

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	5	5
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	35	15
Number of households supported through Acquisition of Existing Units	1	0
Total	41	**65**

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

Six low- to moderate-income homeowners were served through the Home Repair Program. 50 households were assisted with rent and utility costs. No acquisition or new unit goals were met. Larger projects such as Mountain View Mobile Home Park and the LC Valley Youth Resource Center remained in planning stages. Challenges included delays in environmental review, rising construction costs, and limited contractor capacity. All reported completions served low- to moderate-income households; no extremely low-income households were reported this year.

Discuss how these outcomes will impact future annual action plans.

These outcomes underscore the need to set more incremental goals for multi-year capital projects in future Action Plans, while continuing to track immediate results from homeowner rehab and service programs.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	50	0

Low-income	0	0
Moderate-income	15	0
Total	65	**0**

Table 7 – Number of Households Served

Narrative Information

The 2024 Annual Action Plan focused on five primary goals, all of which saw significant progress and successful outcomes.

1. Improve Housing Access and Quality:
The City of Lewiston's Home Repair Program aimed to assist 3 households with home rehabilitation, but exceeded the goal by helping 6 households. Additionally, 3 of those homes are in the process of being completed. The City actively promoted the program through local radio, participated in monthly Interagency meetings, and strengthened partnerships with local non-profits to encourage applicant referrals.

2. Improving Public Facilities and Infrastructure:
Mountain View Mobile Home Park replaced the main water line that supplies water to more than 27 manufactured homes. Due to contractor availability, the project did not begin until late in FY2024 and will extend into FY2025.

The LC Valley Youth Center's "The Village" project is underway, though it began later than anticipated due to contractor and surveyor availability. The project will support 12 youth transitional housing units through the installation of water, sewer, and mechanical utilities.

3. Homeless Housing and Services
The Lewiston School District provided assistance to families who were staring homelessness in the eye. The family program received additional funding due to their exemplary work in providing rental and utility assistance. Overall, 36 households were assisted; the goal was to only assist 15 households.

LC Valley CARES provided assistance by providing the needs of displaced individuals in the LC Valley. The provided bus tokens, cooling stations, sleeping bags, coats, backpacks, and basic hygiene items.

4. Providing Public Services and Economic Opportunities:
The City of Lewiston's Microenterprise Program, designed to support local entrepreneurs, the program successfully assisted 2 businesses and assisted in retaining an employee's position.

5. Program Administration:
The final goal focused on administrative tasks such as providing training for homeowners and personnel

and conducting lead paint inspections. Funding was used effectively to support these activities, ensuring compliance and enhancing program delivery.

The City of Lewiston made notable progress on all goals, with several initiatives exceeding expectations and others on track for completion in the coming year, with only a few activities encroaching in the 2025 Fiscal Year.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

In 2024, CDBG funds supported the Lewiston School District and LC Valley CARES in providing services to homeless and at-risk households. The School District assisted families facing housing instability with emergency rent, lodging, and utility support, while CARES offered clothing, hygiene supplies, and resource referrals to unsheltered individuals. The City continues to face a significant gap due to the lack of a dedicated homeless shelter, limiting emergency and transitional housing options. Progress was made in prevention and outreach, and planning for projects like the LC Valley Youth Resource Center will expand housing resources in future years.

Addressing the emergency shelter and transitional housing needs of homeless persons

Although Lewiston does not provide its own shelters, the city addresses the emergency shelter and transitional housing needs of homeless individuals through partnerships with neighboring jurisdictions, nonprofit organizations, and service providers. These collaborations enable Lewiston to refer individuals experiencing homelessness to available shelters in nearby areas. Additionally, the city works to ensure access by facilitating transportation and connections to necessary services. This approach ensures that even without local shelters, homeless individuals in Lewiston can still access critical housing and support resources.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

Lewiston helps low-income individuals and families, especially those at risk of homelessness after discharge from publicly funded institutions, by working with public and private agencies to provide a network of support. This includes collaborating with healthcare facilities, mental health services, foster

care, and corrections programs to ensure that individuals have access to housing assistance, health services, and employment opportunities. The city facilitates connections to social services and education programs, focusing on those at the highest risk of homelessness, such as extremely low-income households and individuals transitioning from institutions, to prevent them from falling into homelessness.

Provided critical assistance to households facing financial difficulties to prevent utility shut-offs and potential eviction or homelessness. One significant success involved helping a homeless family find stability by securing an RV and setting them up in an RV park. Assisted five families with housing needs, addressing situations such as hospitalization leading to the inability to work, loss of household income due to a parent's incarceration, and overwhelming medical expenses for uninsured families. In each case, each family was connected with social services and supported a parent in applying for disability benefits.

Budgeting discussions and referrals to community resources were provided to all families. For example, one client who lost work hours due to a medical emergency had enough funds for rent but was unable to pay the utility bill. Despite referrals to local programs like Community Action and Project Share, which had no available funds, we were able to prevent her power shut-off by covering the bill and providing additional financial support. This client now has a plan for sustainability and a job interview lined up, positioning them for future success.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Lewiston addresses the transition to permanent housing for homeless individuals, including chronically homeless persons, families with children, veterans, and unaccompanied youth, through partnerships and referral networks. By collaborating with housing agencies, social services, and nonprofits, the city helps facilitate access to affordable housing units and supportive services. These efforts aim to shorten the period of homelessness by providing case management, employment assistance, and mental health resources. Additionally, programs focus on preventing recently housed individuals and families from becoming homeless again by offering follow-up support and assistance to ensure long-term housing stability and independence.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

Ongoing efforts are made to collaborate and partner with private entities to address the needs of public

housing, such as the Idaho Housing and Finance Association, operating a branch in Lewiston.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The Idaho Housing and Finance Association has a branch located in Lewiston.

No actions were taken to address the needs of public housing during the program year.

Actions taken to provide assistance to troubled PHAs

The Idaho Housing and Finance Association has a branch located in Lewiston.

No actions were taken to address the needs of public housing during the program year.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

Barriers to Affordable Housing

The City of Lewiston continued efforts to address regulatory and market barriers to affordable housing as identified in the 2023–2027 Analysis of Impediments. Staff reviewed zoning and land use policies and engaged in regional housing discussions through the Housing Idaho Coalition and the Clearwater Economic Development Association. In an effort to further housing production, the City achieved several Zoning Code amendments in 2024. These included the allowance of “tiny homes,” increasing the allowable density in the R3 Zone, and the allowance of multi-family residential housing not on the ground floor of a building by conditional use permit. The City remains committed to pursuing zoning amendments and policy refinements that encourage infill development and expanded housing options for low- and moderate-income households.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

Underserved Needs

Limited financial resources and a lack of emergency shelter capacity remain obstacles to meeting underserved needs. The City addressed these challenges by directing CDBG funds to agencies providing homelessness prevention and outreach, such as LC Valley CARES and the Lewiston School District, and by supporting multi-year projects like the Youth Resource Center, which will expand services and housing for vulnerable populations once complete.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

Lead-Based Paint Hazards

Lead-based paint assessment and mitigation were included as eligible costs under the Home Repair Program. While no major lead abatement projects were completed in 2024, the City continued to implement HUD-compliant protocols, including inspections, disclosure requirements, and use of certified contractors. Staff also continued exploring opportunities to host EPA-certified lead-safe training for local contractors.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

Reducing Poverty-Level Families

The City supported poverty reduction indirectly through housing stabilization and homelessness prevention efforts. LC Valley CARES provided basic needs and resource navigation to low-income residents, while the School District's LIFE program supported families in financial crisis. The Microenterprise Grant Program, though not funded in 2024, has historically been used to support low-income entrepreneurs, and future cycles may restore this as a tool for upward mobility.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

Developing Institutional Structure

The City of Lewiston maintained its institutional capacity by providing technical assistance to subrecipients, monitoring projects for compliance, and coordinating with state and regional partners. The City leveraged relationships with the Idaho Housing and Finance Association, Clearwater Economic Development Association, and other nonprofits to align funding priorities and strengthen project delivery.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

Enhancing Coordination

Coordination was enhanced through active participation in the Balance of State Continuum of Care and regional interagency meetings. The City worked with nonprofits, housing providers, and health and social service agencies to expand communication, share resources, and identify collaborative opportunities to meet community needs.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

Fair Housing Choice

The City took steps to address impediments to fair housing by continuing education and outreach efforts. Information on tenant and landlord rights was made available through city channels, and staff responded to fair housing inquiries from the public. The City also maintained partnerships with Intermountain Fair Housing Council and other agencies to connect residents with advocacy and assistance.

Overall, Lewiston's actions in 2024 reflect steady progress in addressing barriers, improving coordination, and laying the groundwork for expanded housing and service options in future years.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Monitoring: The City monitored CDBG activities through quarterly subrecipient reports, desk reviews, and on-site visits. Invoices were verified for eligibility and compliance, and technical assistance was provided as needed. Construction projects were reviewed for Davis-Bacon and environmental requirements, with long-term compliance ensured through recorded agreements. Minority and women-owned business outreach was promoted through public advertisements, and all activities were aligned with the Consolidated Plan.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

Citizen Participation: A 30-day public review period was held May 8–June 10, 2024, with a public hearing on June 10, 2024. Notices were published in English and Spanish in the local newspaper and on the City's website. For the CAPER, notice was again provided and comments invited prior to HUD submission. CDBG information and documents remain available on the City's website, which includes a public comment feature.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

In 2024, the City of Lewiston did not make significant changes to its overall program objectives, which continue to focus on improving housing access and quality, addressing homelessness, supporting public services, and investing in public facilities and infrastructure. However, the City did adjust funding allocations during the program year to respond to project feasibility and administrative capacity. Some public service programs, such as Family Promise and the Salvation Army, were not funded due to resource limitations, allowing greater emphasis on housing rehabilitation and capital improvement projects.

The City also recognized that large-scale housing and facility projects, including the Mountain View Mobile Home Park improvements and the LC Valley Youth Resource Center, require multi-year commitments. As a result, the City anticipates refining future Annual Action Plans to better account for multi-year implementation timelines, setting incremental goals for each phase of these projects. This adjustment will help ensure that progress is more accurately measured and reported.

No Brownfields Economic Development Initiative (BEDI) grants are active in the City of Lewiston.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

PROGRAM YEAR 2024

CDBG CAPER

CDBG Timeline

Program Year = August 1 - July 31

February
Begin Notice of Funding Availability for PY 2025

April
Conclude Solicitation of Projects

June
Submit Annual Action Plan for PY 2025

July/August
Conclude PY 2024
Begin PY 2025

October
Submit CAPER for PY 2024

Consolidated Annual Performance and Evaluation Report (CAPER) Program Year 2024

AUGUST 1, 2024 – JULY 31, 2025

The City had a total of $153,099 at the end of the 2023 program year. This amount, plus the 2024 award of $254,824 and $47,112 in program income, brought the total CDBG resources to $455,035. The funds were expended on the following projects:

•$138,336 – 2023 & 2024 Home Repair Program (3 Homes to roll into 2025 Fiscal Year)

•$26,820 – Administration & Planning

•$10,000 – 2022 & 2024 Microenterprise Program

•$18,000 – Lewiston School District

•$3,560 – Lewis Clark Adult Resource Center (Rolls over to 2025 Fiscal year)

LC Valley Youth Resource and Skyview Estates/Mountain View Mobile Home Park were not able to start their projects due to contractors' availability; they will also roll over into the 2025 Program.

2024 Action Plan Accomplishments

1. **Improve Housing Access and Quality:**
    a. Assisted six households with the Home Repair Program.
    b. Three of those homes are in the process of being completed to date.

2. **Provide Services for People Experiencing or At-Risk of Homelessness:**
    a. The Lewiston School District provided critical support to families facing the imminent threat of homelessness. The family program received additional funding in recognition of its exemplary efforts in offering rental and utility assistance. In total, 36 households were helped.
    b. LC Valley CARES provided assistance by providing the needs of displaced individuals in the LC Valley. The provided bus tokes, cooling stations, sleeping bags, coats, backpacks, and basic hygiene items.

3. **Providing Public Services and Economic Growth:**
    a. The City of Lewiston's Microenterprise Program, designed to support local entrepreneurs, the program successfully assisted 2 businesses and assisted in retaining an employee's position.

4. **Planning and Administration:**
    a. Provided training for HUD affordable housing service providers.
    b. Conducted appropriate inspections to ensure compliance to HUD regulations.
    c. Enlisted assistance from a third party to conduct environmental reviews on 2 large projects.
    d. Third-party agreement for Lead Base Paint testing.
    e. Actively promoted the CDBG program through local radio, participated in monthly interagency meetings, and strengthened partnerships with local non-profits to encourage applicant referrals.

CITY OF LEWISTON
COMMUNITY
DEVELOPMENT
1861

QUESTIONS?

CITY COUNCIL MEETING
AGENDA ITEM SUMMARY

ITEM TITLE COMMUNITY DEVELOPMENT BLOCK GRANT 2024 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT	**AGENDA NO.** IV. B. **AGENDA DATE:** October 13, 2025
ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.) The comment period for the 2023 CDBG CAPER concludes today. This item is now presented for Council approval to submit to HUD.	
BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources) No budget impact	
ACTION PROPOSED Approval	

September 22, 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; Council President Jim Kleeburg; Councilor Kassee Forsmann; Councilor Jessica Klein (Zoom); Councilor Kathy Schroeder; Councilor John Spickelmire; Councilor Matt Wright.

II. PLEDGE OF ALLEGIANCE

Mayor Johnson led the Pledge of Allegiance.

III. CITIZENS COMMENTS

None.

IV. PRESENTATIONS

A. FIRE PREVENTION WEEK PROCLAMATION: Proclaiming October 5th through 11th as "Fire Prevention Week" in the City of Lewiston (Mayor Johnson)

Mayor Johnson proclaimed October 5th through 11th as "Fire Prevention Week" in the City of Lewiston and presented the proclamation to Fire Marshal Julian Sorrell.

V. PUBLIC HEARINGS AND RELATED ACTION ITEMS

A. PUBLIC HEARING FOR COMPREHENSIVE PLAN AMENDMENT CPA25-1: Accepting testimony on Comprehensive Plan Amendment CPA25-1, a proposal to amend the Envision Lewiston 2044 Comprehensive Plan concerning surface and groundwater in response to newly enacted Idaho Code §§ 67-6508 (r) and 67-6537 - Action Item (Assistant Planner Hollingshead)

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

Assistant Planner Katie Hollingshead explained that recent amendments to Idaho Code §§ 67-6537 and 67-6508 require updates to the Envision Lewiston 2044 Comprehensive Plan. The changes relate to irrigation (requiring surface water where reasonably available) and domestic water use in subdivisions. The proposed amendment would bring the City's Comprehensive Plan into alignment with state law.

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

DRAFT

B. **<u>RESOLUTION 2025-21</u>:** Considering amending the Envision Lewiston 2044 Comprehensive Plan to include changes relative to surface and groundwater - Action Item (Assistant Planner Hollingshead)

Councilors Schroeder and Forsmann moved and seconded, respectively, to approve Resolution 2025-21. ***ROLL CALL VOTE: VOTING AYE: Kleeburg; Wright; Forsmann; Schroeder; Spickelmire; Klein.***

C. **<u>PUBLIC HEARING FOR ZONE CHANGE APPLICATION ZNC25-2</u>:** Accepting testimony on an application by Steve Carlton requesting a zone change from Agricultural Transitional (F-2) Zone to General Commercial (C-4) Zone for an approximately 4.83 acre parcel also known as RPL355W0084791, located immediately to the west of 805 Stewart Avenue - Action Item (Assistant Planner Hollingshead)

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

Assistant Planner Hollingshead explained that ZNC25-2 is a request by Steve Carlton to rezone a 4.83-acre vacant parcel from Agricultural Transitional (F2) to General Commercial (C4). The Planning and Zoning Commission held a public hearing on August 13, 2025, and unanimously recommended approval to City Council.

Applicant Steve Carlton explained that the current request resulted from a prior miscommunication and that he had always intended to rezone the entire parcel rather than only a portion. He noted there are no development plans at this time, but the goal is to rezone the full property for future use.

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

After Councilors discussed relevant criteria and standards for their proposed decision, Councilor Schroeder and Council President Kleeburg moved and seconded, respectively, to direct staff to draft the Reasoned Statement approving ZNC25-2 without any conditions. The motion carried 6-0.

D. **<u>FIRST READING OF ORDINANCE 4954</u>:** Considering implementing the City Council's decision in ZNC25-2, declaring that certain real property be removed from the 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)

Councilors Schroeder and Wright moved and seconded, respectively, to approve the first reading of Ordinance 4954 by title only. The motion passed 6-0.

DRAFT

ORDINANCE 4954: AN ORDINANCE OF THE CITY OF LEWISTON IMPLEMENTING THE CITY COUNCIL'S DECISION IN ZNC25-2, DECLARING THAT CERTAIN REAL PROPERTY BE REMOVED FROM THE 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.

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".

Councilor Schroeder and Council President Kleeburg moved and seconded, respectively, approval of the Consent Agenda. ***ROLL CALL VOTE: Kleeburg; Wright; Forsmann; Schroeder; Spickelmire; Klein.***

A. CITY COUNCIL MINUTES: Considering approval of the minutes of the following meetings: 9/1/2025 Work Session - Cancelled; and 9/8/2025 Regular - Action Item

B. ADVISORY BOARD AND COMMISSION MINUTES: Accepting the minutes of the following meetings: 8/7/2025 Historic Preservation Commission; and 8/27/2025 Planning and Zoning Commission - Action Item

C. VOUCHER'S PAYABLE: Considering approval of the Voucher's Payable dated 8/22/2025 - 9/04/2025 in the amount of $1,494,130.91 - Action Item

VII. ACTIVE AGENDA

A. PURCHASE OF TWO TRANSIT BUSES THROUGH TIPS COOPERATIVE: Considering approving the purchase of two (2) Turtle Top Terra Transit buses from ABC Texas Bus Sales, Inc. through The Interlocal Purchasing System (TIPS) cooperative in the amount of $331,995.68, plus $12,000 for ancillary enhancements, for a total estimated project cost of $343,995.68 - Action Item (Transit Manager Usher)

Councilor Schroeder and Council President Kleeburg moved and seconded, respectively, to approve the purchase of two Turtle Top Terra Transit buses from ABC Texas Bus Sales, Inc., along with the necessary ancillary equipment for a total estimated project cost of $343,995.68, and authorize the Mayor to execute the associated agreement between the City of Lewiston and ABC Texas Bus Sales, Inc. ***ROLL CALL VOTE: Kleeburg; Wright; Forsmann; Schroeder;***

DRAFT

Spickelmire; Klein.

B. **RESOLUTION 2025-45:** Considering approving an Affiliation Agreement between the City and Idaho State University on behalf of its Paramedic Program, and authorizing the Mayor and City Clerk to sign and attest the agreement, respectively - Action Item (Deputy Fire Chief Lucas)

Councilors Schroeder and Forsmann moved and seconded, respectively, to approve Resolution 2025-45. ***ROLL CALL VOTE: Kleeburg; Wright; Forsmann; Schroeder; Spickelmire; Klein.***

C. **ORDINANCES**

1. **FIRST READING**

a. **ORDINANCE 4957:** Considering amending Lewiston City Code Section 35-71.1 adding an additional disabled parking space in Downtown Lewiston - Action Item (Public Works Director Johnson)

Councilor Schroeder and Council President Kleeburg moved and seconded, respectively, to approve the first reading of Ordinance 4957 by title only. The motion carried 6-0.

ORDINANCE 4957: AN ORDINANCE OF THE CITY OF LEWISTON AMENDING LEWISTON CITY CODE SECTION 35-71.1 ADDING AN ADDITIONAL DISABLED PARKING SPACE IN DOWNTOWN LEWISTON; AND PROVIDING AN EFFECTIVE DATE.

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.

Council President Kleeburg commented that he enjoyed visiting with community members at the City's booth during the fair.

Councilor Forsmann thanked all Councilors for asking staff to share information appropriately. She also enjoyed working at the City's booth and thanked staff for their participation at the fair.

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

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

DRAFT

C. MAYOR COMMENTS

Mayor Johnson noted the LC Valley Chamber of Commerce is having a Manufacturing Appreciation event on Tuesday, October 7th from 5:00 to 7:00 p.m. at the Nez Perce County Fairgrounds.

D. AGENDA TOPICS: - Action Item

Councilors Klein and Wright moved and seconded, respectively, to include the topic of adding prayer to future City Council agendas on the October 6th Work Session agenda. The motion carried 4-2 with Council President Kleeburg and Councilor Spickelmire opposed.

X. 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 September 22, 2025 Regular Meeting. The motion carried 6-0 and the meeting adjourned at 7:14 p.m.

_____
Daniel G. Johnson, Mayor

_____
Tanya M. Brocke, City Clerk

DRAFT

Lewiston City Library Art Committee Meeting Minutes
May 15, 2025
4 PM
Library Community Room

1. **Call to order -** The meeting was called to order at 4:01 by Kelsey Grafton. In attendance were Deena Heath, Linda Scott, Ray Esparsen, Erin Cassetto, Diana Ames, Lynn Johnnson, Kelsey Grafton and guests, BJ Sandusky and Dan Johnson.

2. **Approval of previous meeting minutes:** A motion was made by Ray and seconded by Deena to approve the minutes from the April 17, 2025 meeting. All were in favor and the motion passed.

3. **Unfinished Business**
   a. Installation Guidelines for Artists
      i. Linda moved and Erin seconded a motion to approve the temporary art installation guide with future edits. The motion carried.
   b. Website Form Review
      i. A discussion around this topic included suggestions of moving and highlighting the “submit here” google form link to the top of the webpage; moving the local artist page out of the “about” tab; either requesting watermarked or copyrighted images from the artists; and updating the google form to be more inclusive of all art forms, not only two dimensional artforms; and to update the link to artist information to a more recent document. Members were encouraged to review the webpage again for final edits to be discussed at the next meeting.
   c. Public Art Walking Tour & Scavenger Hunt Update
      i. It is believed the previous public art walking tour was a URA project and that information may be at the Center for Arts & History, the Community Development department, or with Steve Lee or Garry Bush. Further investigation will take place to find the original itemized list.

4. **New Business**
   a. Review Work of Visiting Artist, BJ Sandusky
      i. BJ presented samples of her crazy quilted work. She shared information about her process of creating, how her work can be hung and interest in having her work on display. Spring 2026 is a potential time to host her work with will be considered for approval at the next meeting, along with the work of Larry Arbour, Beth Remelspacher and Bill Voxman.

b. Watercolor Society Installation Review
    i. It was suggested that while the watercolor society juried show is hosted by the library that a class or demonstration be offered to the public in November.
c. Art Walk
    i. Lynn Johnson shared that there had been conversation about finding a new host for ArtWalk with the staff at the Chamber of Commerce. After further discussion, it was decided that members would check with others involved in the program about plans for this year's event and share information with Lynn in order for her to report to the board of trustees. She will also follow up with staff at the LCSC Center for Arts & History to determine how the program could potentially be a group effort.

5. Upcoming Meetings:

a. July 17, 2025
b. August 21, 2025

6. Adjournment - Erin moved and Ray seconded a motion to adjourn at 5:43 pm.

Lewiston City Library Art Committee Meeting
July 17, 2025
4 PM
Library Community Room

1. **Call to order -** The meeting was called to order at 4:02 PM by Kelsey Grafton. In attendance were Erin Cassetto, John Patterson, Ray Esparsen, Kelsey Grafton, Darin Garr and Lynn Johnson.

2. **Approval of previous meeting minutes:** Erin Cassetto moved to approve the minutes with the correction of adding her to the in attendance list. The motion was seconded by Ray Esparsen and all were in favor.

3. **Unfinished Business**
   a. Webpage and Interested Artist Form Review
      I. After discussion, the renamed Art Exhibits webpage was moved under the programs tab of the website as a trial from August 1 to the 31st in order to determine if it would receive more views and applications by interested artists.
      II. The Google form, used as the artist application, was updated to state once completed, “You will be notified if your work is selected for exhibition after review.”
   b. Public Art Walking Tour & Scavenger Hunt Update
      I. It was suggested that the Chamber of Commerce may have information or the original document created about the downtown artwork.
   c. Art Walk - Action Item
      I. The library will take part as a host location for family art activities on Saturday from 11 am to 2 pm in the event space.

4. New Business
   a. Artists for Consideration for Future Installations - Action Item
      I. Joseph Anderson is on the schedule as our Early January through Late March 2026 artist with Bill Voxman as the potential featured artist for the summer of 2026. Other artists mentioned include Autumn Cole, Larry Arbour and Jean Arnold.
   b. Library Anniversary Subcommittee Representative
      I. Upon invitation of Lynn Johnson for a member of the committee to join a subcommittee of the board to guide the library in planning for its 125 celebration, all present members declined. A suggestion was made to release a book title themed call for art or illustration as a library program.

c. Rotational Youth Artist Program
   I. Kelsey Grafton described her thought on creating a rotating artist opportunity for young adults with work to be highlighted in/near the teen zone. Members were interested in the idea of expanding the local artist installations and Kelsey will report back after further exploring the idea with the local high school and middle school art teachers with a potential winter installation.

5. Adjournment - John Patterson moved and Erin Cassetto seconded to adjourn.

Lewiston City Library
Board of Trustees
Regular Meeting | Wednesday, August 20, 2025
Community Room

1. Call to Order: The meeting was called to order at 5:35 PM by Chair Rebecca Snodgrass
   Trustees Present: Chair Rebecca Snodgrass, Diana Ames, Josh Brown, Andy Hanson, Thomas Hill
   Trustees Absent: None
   Councilor Liaison Absent: Jim Kleeburg
   Library Staff: Library Director Lynn Johnson, Administrative Assistant Bruno Alvino

2. Recognition of Visitors
   a. Danielle Kinyon - Lewiston Library Foundation President

3. Public Comment & Correspondence
   a. Director Johnson provided the Trustees with the exit interview summary from the recent retirement of Colleen Olive.

4. City of Lewiston Council Report
   a. None

5. Library Foundation Report
   a. Danielle Kinyon reported that the Foundation has welcomed a new member, is exploring options for purchasing a piano for the library, and looks forward to their upcoming Fall planning.

6. Consent Agenda - Action Item
   a. Approval of Minutes of Previous Meetings - Board of Trustees from July 16, 2025 & July 31, 2025
   b. Review of Statistical Report for July
   c. Approval of Statement of Expenses for July.
      i. Andy Hanson moved to approve the consent agenda, and Diana Ames seconded. All in favor. Motion approved.

7. Committee Reports
   a. Art Committee
      i. The Art Committee will meet tomorrow to discuss its agenda and upcoming artist installations. Director Lynn Johnson and Trustee Diana Ames will not be in attendance. Administrative Assistant Bruno Alvino will cover for Lynn during her absence.

8. Director's Report
   a. Facilities
      i. L. Johnson mentioned Dave Sinner, the new facilities manager, who met with the library architect, Larry Kom, and plans to paint the top portion of

the building to address the current issue. The repair will eventually include metal flashing that wasn't included in the earlier phase of construction. The plan is to reopen the 5th Street doors by Monday. Director Johnson also talked with Sinner about the ongoing lighting issues created by the new design and plans to have an idea of what steps will be taken in the Fall with the new budget cycle.

b. Staffing
    i. Johnson noted that Colleen Olive will be retiring in September from her role as Youth Services Librarian. Emma Schneider has been accepted to fill that position, and the Youth Services Specialist role, previously held by Emma, is now open for applications.
c. Volunteer Appreciation Event
    i. Director Johnson announced that a Volunteer Appreciation Party will be held on September 26, 2025, with invitations extended to both Board and Foundation members.
d. Public Information Gathering Sessions for Strategic Planning
    i. L. Johnson provided the Board with the upcoming plan for feedback sessions that they are invited to attend along with the public. The plan is to use this data and other sources that have been gathered to form the five-year strategic plan starting in the Fall.
e. Idaho Library Association Conference
    i. Johnson informed the Board that she and Brad Glover will attend the upcoming Idaho Library Association Conference in Idaho Falls.

9. Unfinished Business
    a. Event Space Audio Visual System - Action Item
        i. Administrative Assistant Bruno Alvino reported that the new projector has arrived and is scheduled for installation next month, along with additional upgrades that include the use of the free SwitchPlease software system.
    b. Items Moved from Consent Agenda - Action Item
        i. None

10. New Business
    a. Review of Infectious Disease Policy - Action Item
        i. L. Johnson brought the policy to the board for review after recent law mandates.
            1. Andy Hanson moved to amend the infectious disease policy under the section "Library Staff/ Patrons' Responsibilities" to strike the requirement to wear a mask if the person was contagious in the third bullet, and Josh Brown seconded the motion. All in favor. Motion carried.
    b. Vending Machine Services - Action Item
        i. Director Johnson provided background on the previous vending machine and issues with the current one.

1. Josh Brown moved to authorize the Director to remove the vending machine at her discretion and to explore other opportunities. Diana Ames seconded the motion. All in favor. Motion carried.

c. Surplus Item - Action Item
   i. Josh Brown moved to send the projector screen to surplus, and Diana Ames seconded. All in favor. Motion carried.

11. Schedule of Upcoming Meetings
    a. Regular Meeting: September 17, 2025
    b. Regular Meeting: October 15, 2025

12. Adjournment - Action Item
    a. Andy Hanson moved to adjourn the meeting at 6:27 PM.

September 10, 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; Kevin Kelly

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

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

II. CITIZENS COMMENTS

None

III. ACTIVE AGENDA

A. APPROVAL OF AUGUST 27, 2025 MEETING MINUTES (ACTION ITEM)

Commissioner Branson and Chair Iacoboni moved and seconded, respectively, approval of the August 27, 2025 meeting minutes as written. The motion carried 5-0.

B. REVIEW AND APPROVAL OF THE REASONED STATEMENT FOR CONDITIONAL USE PERMIT APPLICATION BY TONY HAVENS:

Staff Hollingshead stated that Commissioner Wolf reached out to her earlier today and stated that her last name was misspelled in the reasoned statement. Staff updated the reasoned statement to have on hand for signature at tonight's meeting.

Commissioners Ball and Kelly moved and seconded, respectively, to approve the Reasoned Statement for ZNC25-2 with the corrections mentioned. The motion carried 5-0.

IV. STAFF-COMMISSION COMMUNICATIONS:

A. Query of Commissioners for the September 24, 2025 meeting.

Staff Hollingshead stated that the Commission will have a Plat with Reasoned Statement at the September 24, 2025 meeting. All commissioners present should be in attendance for the September 24, 2025 meeting.

V. ADJOURN

There being no further business, Commissioners Cable and Kelly moved and seconded, respectively, to adjourn. The motion carried 5-0, and the Planning and Zoning Commission adjourned at approximately 5:33 p.m.

RESPECTFULLY SUBMITTED,

Dawn Ortiz,
Recording Secretary

Chairperson or Acting Chairperson
Planning and Zoning Commission

Approved this 24 day of September, 2025.

August 05, 2025

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

I. CALL TO ORDER

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

BOARD MEMBERS EXCUSED: Joe Anderson;

STAFF MEMBERS PRESENT: Katie Hollingshead, URA Director;

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

II. CITIZEN COMMENTS

None.

III. PUBLIC HEARING

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

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

IV. ACTIVE AGENDA (ACTION ITEM)

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

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

B. Review of Financial Summary June 2025 – Information Item

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

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

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

D. Approval of Invoices – Action Item

1. O'Sullivan Legal PLLC, Legal Services, July 2025 $236.00

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

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

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

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

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

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

V. UNFINISHED AND NEW BUSINESS

A. Board Member Comments

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

B. Staff Comments

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

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

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

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

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

VI. ADJOURN (ACTION ITEM)

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

RESPECTFULLY SUBMITTED,

KATIE HOLLINGSHEAD,
RECORDING SECRETARY

ATTEST:

URBAN RENEWAL AGENCY CHAIR

Approved this 9 day of September, 2025

Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
208 WRAPS LLC	120535	9/18/2025	RECREATION	REC - 208 WRAPS - RECMOBILE	$450.00
ACROSS THE STREET PRODUCTIONS INC	120536	9/18/2025	FIRE	TRAVEL - FIRE - 4 STAFF HAZARD ZONE CONF	$3,320.00
ADVANCED CONTROL SYSTEMS, LLC	120471	9/10/2025	WATER	BPO-PW-WTP SCADA TROUBLESHOOTING/REPAIRS	$1,085.00
			WSTWTR	BPO-PW-WWA-SCADA TROUBLESHOOTING	$7,206.88
				WW034BPO- LOSD LIFT STATIONS-SCADA TROUBLESHOOTING	$193.75
AESSEAL INC	120538	9/18/2025	WATER	WR043 MISC SLA; BACKUP SEALS FOR WATER FEED PUMPS	$4,004.69
ALWAYS TOWING LLC	400672	9/18/2025	POLICE	BPO PD TOW SERVICE	$2,055.00
AMANDA TALBOTT	120491	9/10/2025	POLICE	MEALS A. TALBOTT APCO/NENA 2025 CONFERENCE	$198.00
AMAZON CAPITAL SERVICES	120541	9/18/2025	CEMETERY	CEM - AMAZON - EDGER PARTS	$122.00
			COMDEV	BPO-CD-OFFICE SUPPLIES-PAPER, PENS, RECEIPT PAPER	$84.17
				MAINTENANCE CARTRIDGE FOR PRINTER	$24.48
			ECONDEV	CD-CDBG-RADON TESTING KITS FOR HOME REPAIR PROGRA	$329.90
			HR	AIPAPER CARTA 1300 AI E INK TABLET ELECTRONIC NOTE	$1,079.98
			LIBRARY	LIB - VOLUNTEER APPRECIATION SUPPLIES	$7.99
			PARKSFAC	PARKS - AMAZON - TOOL BOXES FOR TRUCK	$1,624.30
			POLICE	PD-2 BOXES OF SMEAD FILE FOLDERS FOR G. HILL	$121.90
				PD-FLASH DRIVES FOR RECORDS REQUESTS	$64.56
				PD-FOLDABLE WAGON FOR TRANSPORTING MATERIALS	$120.98
				PD-LIFT ERGONOMIC MOUSE FOR S. NIEMEYER	$59.99
				PD-WASTE TONER BOX FOR C.ROBERTS PRINTER	$46.98
			RECREATION	REC - AMAZON - VOLLEYBALL NET	$37.89
				REC- AMAZON - YOUTH SOCCER EQUIP.	$467.64
			TRANSITOP	TRANSIT BPO OFFICE/CLEANING SUPPLIES	$34.86
			TRNSPN	PW-STS-INLINE CHIPPING HAMMER (REPLACEMENT)	$849.00
			WATER	PW-WD-AC TO DC CONVERTER; BILGE PUMP	$27.83
AMAZON CAPITAL SERVICES INC	120540	9/18/2025	INFOSYSTMS	SUPPLIES: CORDS, POWER STRIPS, PENS, SCISSORS	$653.34
ANATEK LABS INC	400663	9/10/2025	WATER	PW-WTP-BPO SAMPLING ANALYSIS FOR COMPLIANCE	$240.00

Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
ANATEK LABS INC	400673	9/18/2025	STMWTR	PW - STMW - OUTFALL SAMPLE TESTING (14)	$575.00
			WATER	PW-WTP-BPO SAMPLING ANALYSIS FOR COMPLIANCE	$555.00
			WSTWTR	BPO-PW-IPT-BPO SAMPLING ANALYSIS FOR COMPLIANCE	$1,370.00
				BPO-PW-WWTP-LAB SAMPLE ANALYSIS	$5,275.00
ANTHONY H SEUBERT	120623	9/18/2025	RECREATION	BPO SENIOR NUTRITION MEAL DELIVERY REIMBURSEMENT	$252.00
APPLE INC	120542	9/18/2025	WSTWTR	NEW IPAD REPLACE BROKEN IPAD - KEVIN HIGBEE	$899.00
ARTBEAT INC	400674	9/18/2025	RECREATION	REC - ARTBEAT - YOUTH BB JERSEYS	$1,797.00
ASCAP - ACCOUNT SERVICES	120543	9/18/2025	RECREATION	REC - ASCAP - MUSIC LICENSE FOR PARKS AND FAC.	$460.63
ASOTIN COUNTY LANDFILL	400664	9/10/2025	SANITATION	BPO - PW - FY25 MONTHLY SOLID WASTE DISPOSAL	$122,379.87
			WSTWTR	BPO-PW-WWTP-FY25 MONTHLY DISPOSAL	$373.95
ASSOCIATION OF IDAHO CITIES	120539	9/18/2025	EXECUTIVE	TRAVEL-REG-BROCKE 2025 ICCTFOA - 9/23-25/2025	$270.00
ATLAS SAND & ROCK	120544	9/18/2025	TRNSPN	BPO - ST - DUTHIE SAND & ROCK	$2,848.83
AUSTIN BROWN	120474	9/10/2025	FIRE	BPO FIRE - DR. AUSTIN BROWN - MEDICAL CONTROL	$3,075.00
AVISTA	120545	9/18/2025	CEMETERY	9/2/25 BILL DATE UTILITY CHARGES	$1,395.80
			COMDEV	9/2/25 BILL DATE UTILITY CHARGES	$1,074.34
			LIBRARY	9/2/25 BILL DATE UTILITY CHARGES	$2,561.53
			PARKSFAC	9/2/25 BILL DATE UTILITY CHARGES	$13,997.32
			POLICE	9/2/25 BILL DATE UTILITY CHARGES	$20.71
			RECREATION	9/2/25 BILL DATE UTILITY CHARGES	$759.44
			SANITATION	9/2/25 BILL DATE UTILITY CHARGES	$380.62
			TRANSITOP	9/2/25 BILL DATE UTILITY CHARGES	$41.40
			TRNSPN	9/2/25 BILL DATE UTILITY CHARGES	$43,887.78
			WATER	9/2/25 BILL DATE UTILITY CHARGES	$80,038.61
			WSTWTR	9/2/25 BILL DATE UTILITY CHARGES	$23,669.16
B&H FOTO & ELECTRONICS CORP	120472	9/10/2025	EXECUTIVE	BPO: B&H FOTO, VIDEO, AUDIO BACKDROP	$210.02
	120546	9/18/2025	INFOSYSTMS	CAMERAS, HARD DRIVES, AND LOCKS	$7,045.53
BALL & BALL LLC DBA ROTO ROOTER	120621	9/18/2025	PARKSFAC	FAC - ROTO ROOTER - POOL DRAINS	$260.00
				FAC - ROTOROOTER - PD FLOOR DRAIN	$260.00
BANNER BANK-COMMUNITY DEV	120512	9/18/2025	COMDEV	CD-WOLFE ICC ANNUAL MEMBERSHIP	$70.00

Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
BAVCO	120547	9/18/2025	WSTWTR	PW-WWC-BACKFLOW ISOLATION KIT	$128.90
BLUE RIBBON LINEN SUPPLY INC	120473	9/10/2025	PARKSFAC	PKS - BLUE RIBBON - URINAL PADS	$96.00
			WATER	PW-WTP/DISTR BPO LAUNDRY & JANITORIAL SUPPLIES	$435.96
			WSTWTR	PW-WWCOLL-BPO JANITORIAL SUPPLIES	$140.28
	120548	9/18/2025	FIRE	BPO FIRE - BLUE RIBBON - LAUNDRY SERVICE	$1,107.18
BOB'S GARAGE DOORS LLC	400675	9/18/2025	PROPIMPR	FAC - BOB'S GARAGE DOOR - DOORS AT ALL FS	$32,090.00
BOB'S TROPICAL FISH & PET SHOP INC DBA BOB'S PET & POND	120549	9/18/2025	LIBRARY	BPO - LIB - FISH TANK CLEANING	$159.98
BOYS & GIRLS CLUBS OF THE LEWIS CLARK VALLEY INC	120507	9/10/2025	LEGISLATIV	BPO-B&G FY 25 SERVICES AGRMT - COUNCIL APP 10/24	$9,000.00
BRYON DENNY DBA HELL'S CANYON UPFITTING AND SALES	400684	9/18/2025	POLICE	PD-DURANGO DASH MOUNT FOR KEYBOARD	$968.36
CAMP CABIN & HOME INC	120550	9/18/2025	WSTWTR	PW-WWCOLL-BPO PROPANE	$53.07
CANON FINANCIAL SERVICES INC	120551	9/18/2025	COMDEV	BPO-CD-CANON PRINTER: DX5760I COPIER LEASE-CANON	$253.63
CARGORAXX LLC	120552	9/18/2025	POLICE	PD-5 CARGO RAXX FOR DURANGO WITH FLARE BOXES...	$8,292.00
CASSIE FRARY DBA SNAKE RIVER FOUR PAWS, LLC	120624	9/18/2025	POLICE	PD-BOARDING FOR QUINCY	$312.00
CED - CONSOLIDATED ELECTRICAL DISTRIBUTORS	400676	9/18/2025	TRNSPN	BPO - TR - OPERATING SUPPLIES	$868.58
CES	400677	9/18/2025	WSTWTR	WW051 SLA REPLACEMENT VFD; S.SHORE QUOTE ATTACHED	$19,467.18
CHS INC	120553	9/18/2025	WSTWTR	PW-WWTP-BPO HERBACIDE FOR LANDSCAPING	$72.99
CINTAS CORPORATION #606	120554	9/18/2025	FLTMAINT	BPO/ FLEET UNIFORM RENT & LAUNDRY	$153.20
			PARKSFAC	BPO - PARKS - CLEANING SUPP. & LAUNDERED UNIFORMS	$73.00
CITY OF LEWISTON	3118	9/10/2025	CEMETERY	AUGUST 2025 W/S/G	$39.00
			COMDEV	AUGUST 2025 W/S/G	$217.95
			LIBRARY	AUGUST 2025 W/S/G	$470.76
			PARKSFAC	AUGUST 2025 W/S/G	$14,383.10
			POLICE	AUGUST 2025 W/S/G	$97.12
			SANITATION	AUGUST 2025 W/S/G	$2,304.90
			STMWTR	AUGUST 2025 W/S/G	$26.64
			TRANSITOP	AUGUST 2025 W/S/G	$86.71

Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
CITY OF LEWISTON	3118	9/10/2025	TRNSPN	AUGUST 2025 W/S/G	$29,264.46
			WATER	AUGUST 2025 W/S/G	$1,403.19
			WSTWTR	AUGUST 2025 W/S/G	$2,621.63
CITY OF LEWISTON EMPLOYEE BENEFIT PLAN TRUST	120514	9/18/2025	ADMSVC	Payroll Run 1 - Warrant 091825	$411,603.90
CITY OF LEWISTON EMPLOYEE BENEFIT-CAFETERIA PLAN	120515	9/18/2025	ADMSVC	Payroll Run 1 - Warrant 091825	$8,437.98
CLEVER FOX ARCHITECTURE	120555	9/18/2025	TRNSPN	TR021 21ST STREET/11TH AVE; ADA & S/W IMPROVEMENT	$23,567.31
CNR ENTERPRISES LLC	120556	9/18/2025	WATER	PW-WD-325 MAIN ST; ASPHALT PATCHING	$700.00
COLEMAN OIL COMPANY LLC DBA COLEMAN OIL COMPANY	120475	9/10/2025	CEMETERY	CP-0301516 BILL DATE 08/31/25	$162.13
			COMDEV	CP-0301516 BILL DATE 08/31/25	$216.32
			FIRE	CP-0301516 BILL DATE 08/31/25	$1,552.43
			FLTMAINT	BPO/ FLEET/ LUBE PRODUCTS & CAR WASHES	$66.00
				CP-0301516 BILL DATE 08/31/25	$104.19
			LEGISLATIV	CP-0301516 BILL DATE 08/31/25	$699.77
			LIBRARY	CP-0301516 BILL DATE 08/31/25	$54.23
			PARKSFAC	CP-0301516 BILL DATE 08/31/25	$53.41
			POLICE	CP-0301516 BILL DATE 08/31/25	$2,379.95
			SANITATION	BPO - TS - FUEL	$123.95
			TRANSITOP	CP-0301516 BILL DATE 08/31/25	$1,754.89
			TRNSPN	CP-0301516 BILL DATE 08/31/25	$1,814.92
			WATER	CP-0301516 BILL DATE 08/31/25	$550.38
			WSTWTR	CP-0301516 BILL DATE 08/31/25	$639.97
	120557	9/18/2025	CEMETERY	CP-0304631 BILL DATE 9/7/25	$168.20
			COMDEV	CP-0304631 BILL DATE 9/7/25	$331.31
				CP-0305511 BILL DATE 9/14/25	$156.74
			FIRE	CP-0304631 BILL DATE 9/7/25	$1,337.27
				CP-0305511 BILL DATE 9/14/25	$1,791.20
			FLTMAINT	CP-0305511 BILL DATE 9/14/25	$11.38
			HR	CP-0305511 BILL DATE 9/14/25	$71.17
			INFOSYSTMS	CP-0304631 BILL DATE 9/7/25	$74.91
			LEGISLATIV	CP-0304631 BILL DATE 9/7/25	$21.13
				CP-0305511 BILL DATE 9/14/25	$21.76
			PARKSFAC	CP-0304631 BILL DATE 9/7/25	$921.01
				CP-0305511 BILL DATE 9/14/25	$967.45
			POLICE	CP-0304631 BILL DATE 9/7/25	$2,005.66
				CP-0305511 BILL DATE 9/14/25	$2,267.23

Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
COLEMAN OIL COMPANY LLC DBA COLEMAN OIL COMPANY	120557	9/18/2025	RECREATION	CP-0304631 BILL DATE 9/7/25	$25.73
			SANITATION	BPO - TS - FUEL	$236.52
				BPO - TS - FY25 FUEL FOR SDI HAUL	$685.05
				CP-0304631 BILL DATE 9/7/25	$82.38
			STMWTR	CP-0304631 BILL DATE 9/7/25	$322.71
			TRANSITOP	CP-0304631 BILL DATE 9/7/25	$1,591.64
				CP-0305511 BILL DATE 9/14/25	$1,775.56
			TRNSPN	CP-0304631 BILL DATE 9/7/25	$1,352.98
				CP-0305511 BILL DATE 9/14/25	$1,846.82
			WATER	CP-0304631 BILL DATE 9/7/25	$398.26
				CP-0305511 BILL DATE 9/14/25	$271.44
			WSTWTR	CP-0304631 BILL DATE 9/7/25	$415.84
				CP-0305511 BILL DATE 9/14/25	$436.20
COLLIER ELECTRIC LLC	120476	9/10/2025	WATER	PW-WTP-EMERGENCY REPAIR; RE: INTAKE DRIVE	$6,425.41
			WSTWTR	BPO-PW-WWTP-ONCALL ELEC SRVS	$460.00
				PW-WWC CITY LIFT STATION ELECTRICAL CALL-OUTS	$402.50
				WW034 LOSD LIFT STATION ELECTRICAL CALL-OUTS	$1,185.65
	120558	9/18/2025	WSTWTR	PW-WWC CITY LIFT STATION ELECTRICAL CALL-OUTS	$1,956.44
				WW034 LOSD LIFT STATION ELECTRICAL CALL-OUTS	$345.00
				WW099 SCADACORE ELECTRICAL INSTALL- LIFT STATIONS	$6,419.86
COMMERCIAL TIRE INC	400678	9/18/2025	FLTMAINT	BPO/ FLEET TIRE REPAIRS & DISPOSAL	$1,094.00
CONTINENTAL AMERICAN INSURANCE COMPANY DBA AFLAC GROUP	120511	9/18/2025	ADMSVC	Payroll Run 1 - Warrant 091825	$1,129.69
CORE & MAIN LP	120560	9/18/2025	WATER	WR079 GAL SRV REPLACEMENTS; COPPER&FITTINGS	$681.40
CUES INC	120561	9/18/2025	WSTWTR	PW-WWCOLL-BPO MISC REPAIRS TO TRUCK EQUIP	$318.99
DARREN TRAINOR	120505	9/10/2025	RECREATION	D. TRAINOR UMPED 15 GAMES @ 30	$450.00
DELL MARKETING LP	120562	9/18/2025	INFOSYSTMS	DELL LAPTOP DOCKS	$645.45
				DESKTOP PC FOR LPD	$1,296.69
DIGLINE INC	120563	9/18/2025	WATER	PW-W/WW BPO LOCATE SERVICES	$174.52
			WSTWTR	PW-W/WW BPO LOCATE SERVICES	$174.53
DR PIPELINE LLC	120564	9/18/2025	WSTWTR	WW051 MISC CAP - PIG PORTS & LINE CLEANING; FEDEX	$21,280.00

Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
DRUG TESTING ANALYTICS LLC DBA MINERT & ASSOCIATES	400695	9/18/2025	HR	BPO - DRUG TESTING SERVICES	$174.00
DYNAMIC DESIGNS 1 LLC DBA DYNAMIC DESIGNS	120477	9/10/2025	FIRE	FIRE - DYNAMIC DESIGNS - BANNERS	$260.00
EFTPS	3217	9/18/2025	ADMSVC	Payroll Run 1 - Warrant 091825	$220,246.08
EMPOWER TRUST COMPANY LLC	3219	9/18/2025	ADMSVC	Payroll Run 1 - Warrant 091825	$72,194.13
EMSCONNECT LLC	120565	9/18/2025	FIRE	BPO FIRE - EMS CONNECT - TRAINING	$416.00
ERB'S ACE HARDWARE LLC	120478	9/10/2025	FIRE	BPO FIRE - ERB HARDWARE - SUPPLIES	$30.10
	120566	9/18/2025	FIRE	BPO FIRE - ERB HARDWARE - SUPPLIES	$16.47
			PARKSFAC	PKS - ACE HARDWARE - POOL SHOCK	$57.78
			SANITATION	BPO - TS - OPERATING SUPPLIES	$25.49
			TRNSPN	BPO - ST/TR - OPERATING SUPPLIES	$113.01
			WATER	PW-WD-BPO OPERATING SUPPLIES: TOOLS & HARDWARE	$53.00
ERIK BERGER	120513	9/18/2025	RECREATION	E. BERGER UMPIRED 22 GAMES @ 30	$660.00
FASTENAL COMPANY	120567	9/18/2025	PARKSFAC	BPO - FASTENAL VENDING SUPPLIES	$224.78
FATBEAM LLC	400679	9/18/2025	LIBRARY	BPO - LIB - PUBLIC INTERNET SERVICE	$885.00
FEDEX	120568	9/18/2025	FIRE	BPO FIRE - FEDEX - SHIPPING	$125.84
			WSTWTR	PW-WWCOLL-BPO SHIPPING CHARGES	$37.34
FERGUSON ENTERPRISES #3011	120569	9/18/2025	WATER	PW-WD-INVENTORY ITEMS; REPAIR CLAMPS	$1,551.75
			WSTWTR	PW-WWCOLL- BPO MISC SUPPLIES/ITEMS	$1,150.78
				WW034 LOSD PW-WWCOLL-BPO LIFT STATION MAINT PARTS	$592.11
FOP LEWIS CLARK LODGE #10	120516	9/18/2025	ADMSVC	Payroll Run 1 - Warrant 091825	$1,779.96
FREEDOM FIRE LLC	120570	9/18/2025	PARKSFAC	FAC/GC - FREEDOM FIRE - HOOD CLEANING	$890.00
GALLS PARENT HOLDINGS LLC DBA GALLS LLC	120572	9/18/2025	POLICE	PD-PERFECT FIT BELT CLIP WITH VELCRO	$99.94
GEHRING ELECTRIC	400680	9/18/2025	PARKSFAC	FAC - GEHRING ELECTRIC - LIBRARY FIRE ALARM	$1,271.86
GRAINGER	400681	9/18/2025	WATER	PW-WTP-BPO MOTORS/PUMPS/TOOLS/FITTINGS	$51.88
			WSTWTR	BPO-PW-WWTP-P/M/M MAINT SUPPLIES	$760.73
GRAYMAR ENVIRONMENTAL SERVICES LLC	400682	9/18/2025	WATER	WR043-WTP-DIESEL CLEANUP/REPAIR AT STHPORT #1 BSTR	$14,069.44

Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
H & H BUSINESS SYSTEMS	120573	9/18/2025	COMDEV	BPO-COPIER MAINTENANCE COLOR, B&W FOR IMAGE RUNNE	$225.73
			EXECUTIVE	EXEC BPO: FY 25 RICOH MAINT/COPY COST PER COPY	$296.06
			POLICE	PD BPO-ADMIN COPIER REMAINING FY25 COPY INVOICES	$120.04
			TRNSPN	BPO - ENG:DEV - MPW6700SP WIDE FORMAT MAINTENANCE	$5.09
HAHN SUPPLY	120574	9/18/2025	PARKSFAC	BPO - FAC - HVAC SUPPLIES AND TOOLS	$129.24
				BPO - PARKS - HAHN SUPPLY - MISC TOOLS	$30.92
			WATER	PW-WTP-BPO PLUMBING SUPPLIES/TOOLS/FILTERS	$166.95
HCAA LLC	400665	9/10/2025	RECREATION	REC - HCAA - 2025 M/W SB SHIRTS	$936.00
HELLS CANYON ELECTRIC LLC	400683	9/18/2025	WSTWTR	WW098 WWTP & WWC FACILITY UPGRADES	$14,950.14
HENRY SCHEIN	120576	9/18/2025	FIRE	BPO FIRE - HENRY SCHEIN - EMS SUPPLIES	$834.42
HERCO INC DBA HERCO ASPHALT & PAVING	120479	9/10/2025	WATER	WR513-3RD ST 10TH-15TH AVE: PATCHING	$49,935.00
	120577	9/18/2025	TRNSPN	BPO - ST - HOT MIX ASPHALT	$26,303.94
HILTY BOWER HAWS & SEABLE PLLC	120575	9/18/2025	WSTWTR	WW063 ADMIN BLDG PROCUREMENT ASSISTANCE	$450.00
HMH ENGINEERING	120578	9/18/2025	TRNSPN	TR070 BURRELL;THAIN-14TH S/W INFILL - PROJ. DEV.	$6,988.29
HOME DEPOT CREDIT SERVICES	120579	9/18/2025	FIRE	BPO FIRE - HOME DEPOT - SUPPLIES	$397.34
			INFOSYSTMS	BPO - ISS - TOOLS AND SUPPLIES HOME DEPOT	$162.01
			PARKSFAC	BPO - FAC - HOME DEPOT - CONSTRUCTION SUPPLIES	$50.42
			TRANSITOP	TRANSIT BPO HARDWARE/TOOLS/CLEANING SUPPLIES	$75.49
			TRNSPN	BPO - ST/TR - OPERATING SUPPLIES	$224.43
			WSTWTR	PW-WWCOLL-BPO SUPPLIES, POWER AND HAND TOOLS	$245.77
HORIZON DISTRIBUTORS INC	120580	9/18/2025	PARKSFAC	PKS - HORIZON - 4" VALVES	$731.79
				PKS - HORIZON - PUMP DECODER	$727.00
				PKS - HORIZON - VALVE PARTS	$814.35
HORROCKS LLC	400666	9/10/2025	TRNSPN	TR023 SRA; SWAY TO 11TH (KN 13443) - SUPP. #2	$24,646.34
HRA VEBA TRUST	120517	9/18/2025	LIBRARY	VEBA- OLIVE	$1,957.52
HUBER ACTION FREIGHT INC	120581	9/18/2025	FLTMAINT	BPO/ FLEET FREIGHT CHARGES	$14.30
HUGHES FIRE EQUIPMENT INC	400685	9/18/2025	FLTMAINT	BPO/ FLEET REPAIR PARTS & REPAIRS	($531.42)

Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
HUGHES FIRE EQUIPMENT INC	400685	9/18/2025	FLTMAINT	PSGR FRT SEAT BELT RETRACTOR #001 ENGINE	$857.57
I A F F - LOCAL #1773	120518	9/18/2025	ADMSVC	Payroll Run 1 - Warrant 091825	$3,350.00
IDAHO CHILD SUPPORT RECEIPTING	120519	9/18/2025	ADMSVC	Payroll Run 1 - Warrant 091825	$270.00
IDAHO DIVISION OF OCCUPATIONAL AND PROFESSIONAL	120582	9/18/2025	PARKSFAC	FAC - ID DOPL - ELEVATOR PROGRAM	$250.00
IDAHO ICE	120583	9/18/2025	SANITATION	BPO - TS - IDAHO ICE	$45.09
IDAHO INDUSTRIAL COMMISSION	120481	9/10/2025	INSTRUST	INDUSTRIAL COMMISSION SPECIAL INDEMNITY FUND	$1,739.53
IDAHO RURAL WATER ASSOCIATION	120584	9/18/2025	WATER	TRAVEL-PW-WD-IRWA FALL CONF:10/2/25; RUARK	$185.00
			WSTWTR	TRAVEL-PW-WWTP-IRWA FALL CONF:10/1/25; KR BG LW	$555.00
IDAHO STATE TAX COMMISSION	120480	9/10/2025	LIBRARY	AUGUST 25' SALES TAX	$47.93
			PARKSFAC	AUGUST 25' SALES TAX	$62.26
			RECREATION	AUGUST 25' SALES TAX	$43.23
			SANITATION	AUGUST 25' SALES TAX	$1,947.99
	120520	9/18/2025	ADMSVC	Payroll Run 1 - Warrant 091825	$37,313.00
IDAHO TRUCK SALES CO	120585	9/18/2025	FLTMAINT	BPO/ FLEET REPAIR PARTS & REPAIRS	$335.52
			FLTMAINT	BPO/ FLEET REPAIR PARTS & REPAIRS	$11.98
INGRAM LIBRARY SERVICES	400686	9/18/2025	LIBRARY	BPO - LIB - ADULT FICTION	$1,126.36
				BPO - LIB - ADULT NONFICTION 1ST FLR	$179.01
				BPO - LIB - ADULT NONFICTION 2ND FLR	$78.79
				BPO - LIB - LARGE PRINT	$58.81
				BPO - LIB JUVENILE BOOKMOBILE ORDERS	$119.09
INK TECHNOLOGIES PRINTER SUPPLIES LLC DBA INK TECHNOLOGIES.COM	120586	9/18/2025	LEGAL	BPO-LEGAL-INK TECHNOLOGIES-PRINTER INK-FY25	$72.00
			POLICE	PD-INK FOR VOLUNTEER PRINTER AND ONE TO HAVE ON HA	$50.40
INLAND CELLULAR	120608	9/18/2025	STMWTR	PW - STMW - "ONLY RAIN" BILLBOARD; 50% W/ ASOTIN	$1,025.00
INLAND FASTENER INC	400687	9/18/2025	FLTMAINT	BPO - FLEET REPAIR PARTS & SUPPLIES	$3.82
INTEGRITY PUMP SOLUTIONS INC DBA IPS INC	400688	9/18/2025	WSTWTR	PW-WWTP-BOERGER PUMPS REBUILT; QUOTE ATTACHED	$4,319.00
J M ROOFING & FLAT ROOF SYSTEMS	120588	9/18/2025	PROPIMPR	BERT LIPPS RE-ROOF	$28,770.00

Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
JAMES CONNOLLY CONSULTING LTD	120616	9/18/2025	PARKSFAC	PARKS - PLANET TURF - ANTI FOAM AGENT	$150.00
JEFF KLONE	120492	9/10/2025	POLICE	MEALS J. KLONE APCO/NENA 2025 CONFERENCE MISSOULA	$198.00
JOE HALL FORD	400689	9/18/2025	FLTMAINT	BPO/ FLEET REPAIR PARTS & OSL	$8.16
			FLTMAINT	BPO/ FLEET REPAIR PARTS & OSL	$95.90
JOHN'S SAW SERVICE	400690	9/18/2025	PARKSFAC	BPO - PARKS - JOHN'S SAW ENGINE REPAIR	$3,865.54
JON ADAMS	120537	9/18/2025	RECREATION	BPO SENIOR NUTRITION MEAL DELIVERY REIMBURSEMENT	$168.00
JONES SUPPLY	120589	9/18/2025	GOLFCRS	GC - JONES SUPPLY - FREEZER DOOR TOP MOUNT	$4,549.00
JOSH THIRIOT	120526	9/18/2025	WSTWTR	J. THIRIOT DOT PHYSICAL REIMBURSMENT	$130.00
J-U-B ENGINEERS	400691	9/18/2025	WATER	PW-WR071 RESERVOIRS EVALS & RECOATS; OWNERS AGENT	$438.70
				PW-WTR-WR043 DESIGN OF CAPITAL WATER REPLACEMENTS	$542.50
JUSTIN GLENN	120493	9/10/2025	PARKSFAC	MEALS J. GLENN NRPA-ANNUAL CONFERENCE ORLANDO	$405.00
KALAHALE MURRELL	120496	9/10/2025	RECREATION	K. MURRELL UMPED 5 GAMES @ 30	$150.00
KAREN SELDON	120622	9/18/2025	RECREATION	BPO SENIOR NUTRITION MEAL DELIVERY REIMBURSEMENT	$176.40
KATHERINE LOUISE CONE	120559	9/18/2025	RECREATION	BPO SENIOR NUTRITION MEAL DELIVERY REIMBURSEMENT	$19.60
KELLER ASSOCIATES INC	120482	9/10/2025	TRNSPN	TR064 17TH ST S/W; 13TH-15TH AVE - SUPP. #1 CE&I	$15,555.15
	120590	9/18/2025	WSTWTR	WW064 WWTP MASTER PLAN UPDATE	$12,020.00
KENASTON-LEONE & KEEBLE GROUP	400692	9/18/2025	ECONDEV	21.027 WR0600 ARPA DWNTNW MAIN REP-CM/GC PH1&PH2	$40,913.06
KITTELSON & ASSOCIATES INC	120591	9/18/2025	TRNSPN	TR073 EAST LEWISTON NETWORK ANALYSIS; PSA	$9,016.66
KNIFE RIVER CORPORATION - MOUNTAIN WEST	120592	9/18/2025	TRNSPN	TR059 12TH; WARNER TO AVE IFB-25-010	$47,036.88
KYLE GREENE	120527	9/18/2025	FIRE	MEALS K. GREENE BLUE CARD HAZARD ZONE CONFERENCE	$379.00
KYLER NILSSON	120528	9/18/2025	FIRE	MEALS K. NILSSON BLUE CARD HAZARD ZONE CONFERENCE	$379.00
L N CURTIS & SONS	120593	9/18/2025	FIRE	FIRE - LN CURTIS - SCBA MASKS	$1,319.75
			POLICE	PD-LEVEL III STANDARD TACTICAL SHIELD WITH VIEWPOI	$6,240.00
LARIVIERE INC	400693	9/18/2025	TRNSPN	TR064 17TH ST SIDEWALK INFILL; 13TH AVE TO 15TH A	$18,259.79
LATAH SANITATION INC	120587	9/18/2025	CEMETERY	BPO PARKS AND CEMETERY PORTABLE TOILETS	$83.00
			PARKSFAC	BPO PARKS AND CEMETERY PORTABLE TOILETS	$1,106.00

Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
LAWSON PRODUCTS INC	120594	9/18/2025	FLTMAINT	BPO - FLEET REPAIR PARTS & SUPPLIES	$480.33
			FLTMAINT	BPO - FLEET REPAIR PARTS & SUPPLIES	$18.70
LES SCHWAB TIRE CENTER	120596	9/18/2025	FLTMAINT	BPO/ FLEET REPAIR PARTS & OSL	$299.97
			FLTMAINT	OSL/ 6 NEW TIRES FOR #710 BUS	$1,721.76
LEWIS CLARK STATE COLLEGE	120595	9/18/2025	FIRE	FIRE - LCSC - CAREER FAIR	$300.00
LEWIS CLARK VALLEY CHAMBER OF COMMERCE	120484	9/10/2025	TRNSPN	REG - ANTONICH - LEADERSHIP LCV PROGRAM 2025-26	$1,000.00
LEWISTON MOTOR COMPANY LLC DBA LEWISTON CHEVROLET BUICK GMC	120597	9/18/2025	POLICE	PD-K-9 CHEVY TAHOE BEING TAKEN TO CHEVY DEALORSHI	$270.00
LEWISTON-NEZ PERCE COUNTY AIRPORT AUTHORITY	400694	9/18/2025	GOLFCRS	GOLF COURSE LEASE PAYMENT FOR FY2025	$48,634.90
LEXIPOL LLC	120598	9/18/2025	POLICE	PD-ANNUAL LAW ENFORCEMENT SUPPLEMENTAL MANUALS...	$2,344.10
LINC WAY	120508	9/10/2025	RECREATION	L. WAY UMPED 18 GAMES @ 30	$540.00
LUKE N WHITE	120509	9/10/2025	RECREATION	L. WHITE UMPED 4 GAMES @ 30 & 1 @ 32.50	$152.50
M L ALBRIGHT & SONS	400667	9/10/2025	WSTWTR	WW061 EAST ORCHARDS SEWER EXPANSION PHASE III - C	$316,975.79
MATHEW LANE	120483	9/10/2025	RECREATION	M. LANE UMPED 3 GAMES @ 32.50	$97.50
MCDERMOTT HOLDINGS LLC DBA BRIAN MCDERMOTT CONSTRUCTION	120485	9/10/2025	STMWTR	SM015 THAIN & STEWART POND REHAB (IFB-25-019)	$40,500.00
MCMILLEN JACOBS ASSOCIATES	120599	9/18/2025	WATER	WR050 RAW WTR INTAKE DESIGN - WTP INTAKE REBUILD	$88,715.77
MIDWEST TAPE LLC	120600	9/18/2025	LIBRARY	BPO - LIB - ADULT DVD ORDERS	$97.46
				BPO - LIB - JUVENILE DVDS	$53.96
MISC CUSTOMER REFUND	120486	9/10/2025	POLICE	EASY DRIFT TECH DRIFT TIRE LEARN MANUEVERS	$3,638.71
	120487	9/10/2025	RECREATION	E. KREISHER ROOM RENT ADJUSTMENT	$35.00
	120488	9/10/2025	ECONDEV	LCV YOUTH RESOURCE CD-CDBG-CAPITAL IMPROVEMENTS	$22,294.25
	120489	9/10/2025	PARKSFAC	S. CARPENTER RES REFUNDED DUE TO SCHED ERROR	$70.00
	120490	9/10/2025	ECONDEV	TENACIOUS DBA MAD HATTER CD-CDBG-MICRO ENTERPRISE	$1,471.00
	120521	9/18/2025	RECREATION	BENGAL PRINTS OF LHS DECA CHAMPIONSHIP BANNER	$224.00
	120522	9/18/2025	UNDEFINED	BLEWETT MUSHLITZ HALLY RECORD REQUEST 25-1306 REIM	$72.02
	120523	9/18/2025	COMDEV	HARPER PLUMBING CD-PLUMBING SUPPLIES FIX WOMENS	$31.15

Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
MISC CUSTOMER REFUND	120524	9/18/2025	PARKSFAC	M. DUMITU RENTAL REFUND AIR QUALITY	$70.00
	120525	9/18/2025	ECONDEV	SKYVIEW ESTATES CD-CDBG-CAPITAL IMPROVEMENTS-WATER	$23,742.31
MORETON & COMPANY	120601	9/18/2025	POLICE	PD-NOTARY PUBLIC WITH STAMPS FOR FOUR DISPATCHERS	$60.00
MOTION INDUSTRIES INC	120602	9/18/2025	FLTMAINT	BPO/ FLEET REPAIR PARTS & SUPPLIES	$266.53
NAPA AUTO PARTS	120603	9/18/2025	FLTMAINT	BPO - FLEET - REPAIR PARTS & SUPPLIES	($321.19)
			FLTMAINT	BPO - FLEET - REPAIR PARTS & SUPPLIES	$614.59
NATIONAL SAFETY INC	120604	9/18/2025	TRNSPN	BPO - ST/TR - PERSONAL PROTECTIVE EQUIPMENT	$14.90
NATIONWIDE RETIREMENT	3215	9/18/2025	ADMSVC	Payroll Run 1 - Warrant 091825	$22,767.95
NATIONWIDE-RESERVE	3218	9/18/2025	ADMSVC	Payroll Run 1 - Warrant 091825	$2,115.22
NEZ PERCE COUNTY	120605	9/18/2025	LEGISLATIV	EMERGENCY MANAGEMENT SHARE FY'24-25	$39,208.00
NEZ PERCE COUNTY SHERIFF	120531	9/18/2025	ADMSVC	Payroll Run 1 - Warrant 091825	$611.51
NORCO INC	400668	9/10/2025	FIRE	BPO FIRE - NORCO - MEDICAL OXYGEN/SUPPLIES	$493.21
	400696	9/18/2025	FIRE	BPO FIRE - NORCO - MEDICAL OXYGEN/SUPPLIES	$132.71
NORTH 40 OUTFITTERS	120497	9/10/2025	FIRE	BPO FIRE - NORTH 40 - STATION SUPPLIES	$227.94
	120606	9/18/2025	FLTMAINT	BPO/ FLEET REPAIR PARTS & SUPPLIES	$74.70
			FLTMAINT	BPO/ FLEET REPAIR PARTS & SUPPLIES	$23.12
			SANITATION	PW - TS - SAFETY SHOES: ROB BROWN	$169.99
			TRNSPN	BPO - ST/TR - OPERATING SUPPLIES	$67.96
			WATER	PW-WD-BPO OPERATING SUPPLIES	$158.36
				PW-WD-SAFETY SHOES; G TEED	$175.00
				PW-WTP-BPO OPERATING SUPPLIES	$35.95
			WSTWTR	PW-WWCOLL-BPO OPERATING SUPPLIES	$114.69
NORTHWEST ENGRAVING	120607	9/18/2025	LIBRARY	BPO - LIB - NAMETAGS	$10.00
ODP BUSINESS SOLUTIONS LLC	120498	9/10/2025	PARKSFAC	BPO - ODP PARKS AND REC OFFICE SUPPLIES	$48.72
	120610	9/18/2025	TRNSPN	BPO - PW OFFICE - OPERATING/OFFICE SUPPLIES	$522.54
	120611	9/18/2025	FIRE	FIRE - OFFICE DEPOT - COPIER PAPER	$407.70
			LEGAL	BPO-LEGAL-OFFICE DEPOT-OFFICE SUPPLIES FY25	$189.07
			POLICE	BPO PD OFFICE SUPPLIES	$271.43

Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
ODP BUSINESS SOLUTIONS LLC	120611	9/18/2025	TRNSPN	BPO - PW OFFICE - OPERATING/OFFICE SUPPLIES	$63.70
O'REILLY AUTO PARTS	120609	9/18/2025	FLTMAINT	BPO/ FLEET REPAIR PARTS	$571.50
OVERDRIVE INC	120612	9/18/2025	LIBRARY	BPO - LIB - ADULT OVERDRIVE	$3,471.86
				BPO - LIB - JUVENILE OVERDRIVE	$717.88
OWEN EQUIPMENT	120613	9/18/2025	FLTMAINT	ELGIN/VACTOR ON-SITE SWEEPER TRAINING	$4,200.00
OXARC	120499	9/10/2025	FIRE	FIRE - OXARC - ABSORBENT	$1,056.00
	120614	9/18/2025	FIRE	BPO FIRE - OXARC - CYLINDER RENTAL	$24.14
			WATER	PW-WD- BPO SAFETY SUPPLIES	$29.72
				PW-WTP-BPO SODIUM HYPOCHLORITE FOR WELLS	$5,132.16
				PW-WTP-BPO-CALCIUM THIOSULFATE FOR WATER TREATMENT	$1,743.45
			WSTWTR	PW-WWCOLL-BPO PERSONNEL SAFETY SUPPLIES	$5.28
PAMELA A FURCHTENICHT	120571	9/18/2025	RECREATION	BPO SENIOR NUTRITION MEAL DELIVERY REIMBURSEMENT	$127.40
PAPE MACHINERY INC	120615	9/18/2025	FLTMAINT	BPO/ FLEET REPAIR PARTS	$464.12
				REPL DOOR GLASS ON #834 MOWER	$999.92
PERFECTION TIRE OF LEWISTON	400697	9/18/2025	FLTMAINT	OSL/ REPL 1 TIRE ON #233 DUMP TRUCK	$243.94
				OSL/ REPL 4 TIRES ON #224 PICKUP	$1,219.76
				OSL/ REPL 4 TIRES ON #264 TRUCK	$947.76
PERSI	3216	9/18/2025	ADMSVC	Payroll Run 1 - Warrant 091825	$278,146.11
PETTY CASH - CITY HALL	120532	9/18/2025	FINANCE	SEPTEMBER '25 PETTY CASH RECONCILIATION	$81.97
			FIRE	SEPTEMBER 2025 PETTY CASH REIMBURSMENT	$36.57
				SEPTEMBER '25 PETTY CASH RECONCILIATION	$15.00
			FLTMAINT	SEPTEMBER '25 PETTY CASH RECONCILIATION	$33.45
			LEGISLATIV	SEPTEMBER '25 PETTY CASH RECONCILIATION	$11.33
			LIBRARY	SEPTEMBER '25 PETTY CASH RECONCILIATION	$27.79
			POLICE	SEPTEMBER '25 PETTY CASH RECONCILIATION	$30.72
			TRNSPN	SEPTEMBER '25 PETTY CASH RECONCILIATION	$176.48
PORT OF LEWISTON	120500	9/10/2025	INFOSYSTMS	BPO - FIBER CONNECTIONS	$945.00
PRINTCRAFT PRINTING	400669	9/10/2025	EXECUTIVE	CITY HALL PARKING PERMIT REQUIRED SIGNS	$80.00

Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
PRINTCRAFT PRINTING	400698	9/18/2025	COMDEV	BPO-CD-ENVELOPES, LETTERHEAD, PAPER, BUS CARDS	$255.00
			INFOSYSTMS	MAGNETIC SIGNS FOR MOBILE CAMERA TRAILER	$225.00
PSYCHOLOGICAL DIMENSIONS LLC	400699	9/18/2025	POLICE	PD-PSYCH TESTING FOR TARTERA AND KUZMIC	$850.00
QUADIENT INC	120501	9/10/2025	FINANCE	REPLENISH POSTAGE ACCOUNT	$10.00
			UNDEFINED	REPLENISH POSTAGE ACCOUNT	$5,000.00
RAMIE PRITCHETT	120494	9/10/2025	POLICE	MEALS R. PRITCHETT APCO/NENA 2025 CONFERENCE	$198.00
REINER PUMP	120617	9/18/2025	WSTWTR	WW051 MISC CAP - CHAPMAN LIFT STATION; SPARE PUMP	$8,413.55
RELIANCE STANDARD LIFE INSURANCE COMPANY	120533	9/18/2025	ADMSVC	Payroll Run 1 - Warrant 091825	$8,946.90
RICHIE LUCAS	120529	9/18/2025	FIRE	MEALS R. LUCAS BLUE CARD HAZARD ZONE CONFERENCE	$379.00
RICOH USA INC	120618	9/18/2025	TRANSITOP	TRANSIT BPO COPIER (RICOH IM C3500) RENTAL	$134.76
	120619	9/18/2025	LIBRARY	BPO - LIB - COPY FEES	$62.46
			POLICE	BPO PD COPY FEES	$122.00
				BPO PD DISPATCH COPY FEES	$190.54
			SANITATION	BPO - PW - MPC4503 COPIER MAINTENANCE	$8.53
			STMWTR	BPO - PW - MPC4503 COPIER MAINTENANCE	$8.53
			TRANSITOP	TRANSIT BPO COPIER (RICOH IM C3500) COPIES	$35.26
			TRNSPN	BPO - PW - MPC4503 COPIER MAINTENANCE	$200.54
			WATER	BPO - PW - MPC4503 COPIER MAINTENANCE	$2.15
			WSTWTR	BPO - PW - MPC4503 COPIER MAINTENANCE	$2.13
RIVERSIDE HOSPITALITY DBA THE RIVERSIDE HOTEL	400700	9/18/2025	TRANSITOP	HOTEL - USHER - 2025 ITD PUBLIC TRANSIT SUMMIT	$573.00
ROGERS MOTORS LLC DBA ROGERS CHRYSLER JEEP DODGE RAM LLC	120620	9/18/2025	FLTMAINT	2026 RAM 2500 CREW CAB 4X4	$44,759.00
				FLEET - REPAIR PARTS & REPAIRS	$104.00
SANITARY DISPOSAL INC DBA SUNSHINE DISPOSAL & RECYCLING	400670	9/10/2025	SANITATION	BPO - PW - FY25 PROCESSING SINGLE STREAM RECY	$13,623.04
	400704	9/18/2025	SANITATION	BPO - PW - FY25 ANNUAL CURBSIDE COLLECTION	$268,068.71
				BPO - TS - FY25 CARDBOARD	$105.00
				BPO - TS - FY25 SINGLE STREAM RECYCLING	$382.50
				BPO - TS - FY25 TONNAGE HAUL	$26,978.59
SITEONE LANDSCAPE SUPPLY LLC	400701	9/18/2025	PARKSFAC	BPO - PARKS - SITE ONE IRRIGATION SUPPLIES	$102.84

Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
SOREN LOWE	120530	9/18/2025	FIRE	MEALS S. LOWE BLUE HAZARD ZONE CONFERENCE CINCINNA	$379.00
SPARKLIGHT	400702	9/18/2025	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	120502	9/10/2025	FLTMAINT	BPO - CAR WASHES FOR FLEET	$54.00
STANTEC CONSULTING SERVICES INC	400703	9/18/2025	WATER	WR086 WTP ALKALINITY ADDITION; PRELIM REPORT	$6,466.25
STERLING BATTERY COMPANY	120625	9/18/2025	FLTMAINT	BPO - FLEET VEHICLE BATTERIES	$215.83
STRIPECO LLC	120626	9/18/2025	TRNSPN	PW - TR - PSA FOR STRIPING SERVICES	$35,700.00
SWIFTCOMPLY US OPCO INC	400705	9/18/2025	WATER	PW-WD-BACKFLOW PREMIUM PACKAGE SOFTWARE; ANNUAL	$15,488.00
T BAILEY INC	120503	9/10/2025	WATER	WR071 RESERVOIR EVAL & RECOATING - DESIGN/BUILD	$3,240.00
TANYA BROCKE	120495	9/10/2025	EXECUTIVE	MEALS T. BROCKE ICCTFOA 2025 ANNUAL CONFERENCE	$167.00
TELEFLEX LLC	120628	9/18/2025	FIRE	FIRE - TELEFLEX - EMS SUPPLIES	$598.00
THE HOME DEPOT PRO	120627	9/18/2025	PARKSFAC	FAC - HD SUPPLY - HAND TOOLS	$165.79
TINYMOBILEROBOTS US LLC	400706	9/18/2025	RECREATION	PKS - TINYMOBILE ROBOTS - TECH SUPPORT	$1,790.00
TITAN TECHNOLOGIES INC	120504	9/10/2025	WATER	IFB-24-001 WW060 2023 WW IMPROVEMENT PROJECT	$168,812.00
			WSTWTR	IFB-24-001 WW060 2023 WW IMPROVEMENT PROJECT	$224,154.84
T-MOBILE	3125	9/18/2025	LIBRARY	BPO - LIB - MONTHLY CELL AND DATA CHARGES	$237.49
	3126	9/18/2025	FIRE	BPO FIRE - T-MOBILE - MONTHLY CELL PHONE CHARGES	$419.96
	3127	9/18/2025	STMWTR	BPO - STMW - MOBILE/TABLET MONTHLY CHARGES	$45.38
	3128	9/18/2025	TRNSPN	BPO - ENG - MOBILE/TABLET MONTHLY CHARGES	$105.48
	3129	9/18/2025	TRNSPN	BPO - ENG - MOBILE/TABLET MONTHLY CHARGES	$73.23
	3130	9/18/2025	TRNSPN	BPO - ENG - MOBILE/TABLET MONTHLY CHARGES	$33.20
	3132	9/18/2025	POLICE	BPO PD DEPARTMENT CELL PHONE CHARGES	$406.76
	3133	9/18/2025	LEGISLATIV	BPO COUNCIL: MONTHLY TMOBILE CHARGES	$125.15
	3134	9/18/2025	EXECUTIVE	BPO-PIO-MONTHLY PHONE BILL	$44.55

Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
T-MOBILE	3135	9/18/2025	SANITATION	BPO - TS - MOBILE MONTHLY BILL: R BROWN	$33.91
	3136	9/18/2025	WATER	PW-WTR-BPO MOBILE/TABLET MONTHLY CHARGES	$645.16
	3137	9/18/2025	TRNSPN	BPO - ST - MOBILE MONTHLY BILL: J MILLER	$33.91
	3138	9/18/2025	WSTWTR	PW-WW-BPO MOBILE/TABLET MONTHLY CHARGES	$176.81
	3139	9/18/2025	FLTMAINT	BPO/ FLEET T-MOBILE MONTHLY BILL	$30.03
	3140	9/18/2025	INFOSYSTMS	BPO - T-MOBILE LINES MONTHLY BILL	$402.81
	3141	9/18/2025	PARKSFAC	BPO FACILITIES CELL PHONE CHARGES	$101.73
	3142	9/18/2025	PARKSFAC	BPO PARKS CELL PHONE CHARGES	$255.73
	3143	9/18/2025	PARKSFAC	BPO REC ADMIN CELL PHONE CHARGES	$134.93
	3144	9/18/2025	COMDEV	BPO-CD-PHONE SERVICE FOR CELL PHONES & TABLETS	$230.21
	3145	9/18/2025	HR	BPO - DATA SERVICE FOR HR DEPARTMENT	$16.60
	3158	9/18/2025	EXECUTIVE	EXEC BPO: TMOBILE CHARGES FOR CLERK CITY PHONE	$33.91
TRAFFIC SAFETY SUPPLY CO INC	400707	9/18/2025	STMWTR	PW - STMW - 48" ROAD WORK AHEAD SIGNS (2 QTY)	$567.30
			TRANSITOP	CONES FOR NEW DRIVER TRAINING	$320.00
			TRNSPN	PW - TR - ROAD MARKERS, POSTS, ANCHORS, AND SIGNS	$13,578.25
				PW-STS-BANDING, BUCKLES, SHEETING AND VINYL	$4,708.64
TRAVELERS	120506	9/10/2025	INSTRUST	TRAVELERS DEDUCTIBLE VARRELMAN	$102.50
TRIBUNE PUBLISHING CO	400671	9/10/2025	WATER	WR070 PALISADES-SOUTHPORT STUDY AD FOR PUBLIC COM	$347.50
	400708	9/18/2025	EXECUTIVE	EXEC BPO: PUBLICATIONS AND ORDINANCE SUMMARIES	$1,089.82
TRI-STATE MEMORIAL HOSPITAL	120629	9/18/2025	POLICE	PD-DISPATCH PHYSICAL EXAMS	$240.00
UNIFORMS2GEAR INC	400709	9/18/2025	FIRE	FIRE - UNIFORMS2GEAR - UNIFORMS	$217.60
			POLICE	BPO PD UNIFORMS/INVESTIGATIONS	$78.78
				BPO PD UNIFORMS/SUPPORT SERVICES	$111.85
				PD-BLACKINGTON YEARS OF SERVICE COMMENDATION BARS	$819.84
UNIVERSITY OF IDAHO	120631	9/18/2025	FIRE	FIRE - U OF I - CAREER FAIR	$400.00
URM STORES INC	400710	9/18/2025	POLICE	PD-SMALL SUCKERS FOR THE COMMUNITY AT THE FAIR AND	$147.73
			RECREATION	BPO - SENIOR NUTRITION - DAILY FOOD PURCHASES	$947.51

Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
US FOODS - SPOKANE	120632	9/18/2025	RECREATION	BPO FOOD SUPPLY FOR SENIOR MEAL PROGRAM	$1,572.64
VALLEY CAR SALES INC	120633	9/18/2025	RECREATION	REC - VALLEY CAR SALES - PALOUSE FALLS TRIP	$178.10
VALLEY WASTE DISPOSAL LLC	120634	9/18/2025	SANITATION	BPO - PW - FY25 NON-MUNICIPAL SW DISPOSAL	$10,527.83
VWR INTERNATIONAL LLC	120635	9/18/2025	WSTWTR	BPO-PW-WWTP-LAB SUPPLIES	$1,025.48
WASHINGTON STATE SUPPORT REGISTRY	120534	9/18/2025	ADMSVC	Payroll Run 1 - Warrant 091825	$358.86
WELLS FARGO & COMPANY	3205	9/18/2025	FIRE	FIRE - COSTCO - PT EQUIP	($84.00)
	3206	9/18/2025	COMDEV	BPO-CD-BREAK ROOM SUPPLIES-PAPER PLATES, BOWLS	$168.09
	3207	9/18/2025	FIRE	BPO FIRE - COSTCO - STATION SUPPLIES	$912.48
	3208	9/18/2025	POLICE	PD-SODA, GATORADE AND OTHER DRINKS FOR HOT AUGUST	$145.11
	3209	9/18/2025	TRANSITOP	TRANSIT BPO OFFICE/CLEANING SUPPLIES	$136.50
	3210	9/18/2025	POLICE	PD-MONITOR FOR INVESTIGATIONS	$270.99
	3211	9/18/2025	FINANCE	FIN- SUPPLIES COSTCO	$85.15
WELLS ONE-COMMUNITY DEVELOPMENT DEPT DBA WELLS FARGO BANK	3202	9/18/2025	COMDEV	BPO-CD-ICC ONLINE CONTINUED LEARNING TRAININGS	$240.00
	3203	9/18/2025	COMDEV	BPO-CD-ICC ONLINE CONTINUED LEARNING TRAININGS	$39.00
	3204	9/18/2025	COMDEV	CD-HPC MEMBERSHIP TO NAPC	$150.00
WELLS ONE-FINANCE DEPT DBA WELLS FARGO BANK	3227	9/18/2025	FINANCE	BPO-FIN-TREASURES TRUST INTUIT QUICKBOOKS	$35.00
	3228	9/18/2025	FINANCE	BPO - FIN - URA INTUIT QUICKBOOKS SUBSCRIPTION	$38.00
WELLS ONE-FIRE DEPT DBA WELLS FARGO BANK	3177	9/18/2025	FIRE	FIRE - ARBYS - REHAB	$251.28
	3178	9/18/2025	FIRE	BPO FIRE - QUICKBOOKS - AMBULANCE BILLING	$235.00
	3179	9/18/2025	FIRE	FIRE - NFPA - FIRE PREVENTION WEEK	$335.45
	3180	9/18/2025	FIRE	TRAVEL - FIRE - STRONG - PREVENTION INST.	$650.00
	3181	9/18/2025	FIRE	TRAVEL-4-FIRE STAFF-BLUE CARD HAZARD ZONE TRN	$2,508.68
	3182	9/18/2025	FIRE	FIRE - WATCH DUTY - SUBSCRIPTION	$99.99
	3183	9/18/2025	FIRE	FIRE - WATCH DUTY - SUBSCRIPTION	$99.99
WELLS ONE-HR/RISK DEPT DBA WELLS FARGO BANK	3221	9/18/2025	HR	REG - PROVINCE AND BURRIS - NEOGOV IGNITE CONF	$1,300.00
	3222	9/18/2025	HR	REG - PROVINCE AND BURRIS - NEOGOV IGNITE CONF	$1,300.00
	3223	9/18/2025	HR	HOTEL DEPOSIT - BURRIS & PROVINCE - NEOGOV IGNITE	$112.25
	3224	9/18/2025	HR	AIRFARE - PROVINCE AND BURRIS - NEOGOV IGNITE CON	$1,198.26

Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
WELLS ONE-HR/RISK DEPT DBA WELLS FARGO BANK	3225	9/18/2025	HR	BPO - FACEBOOK JOB ADVERTISEMENTS	$27.95
	3226	9/18/2025	HR	BPO - FACEBOOK JOB ADVERTISEMENTS	$312.73
WELLS ONE-INFO SYS/SEC DEPT DBA WELLS FARGO BANK	3159	9/18/2025	INFOSYSTMS	BPO - UNIFI IDENTITY LICENSES	$0.01
	3160	9/18/2025	INFOSYSTMS	BPO - UNIFI IDENTITY LICENSES	$58.00
	3161	9/18/2025	TRNSPN	TR077 CITYWIDE SIGNAL UPGRADES: RADIOS & CABLES	$17,237.90
	3162	9/18/2025	TRNSPN	TR077 CITYWIDE SIGNAL UPGRADES: RADIOS & CABLES	$2,829.90
	3163	9/18/2025	INFOSYSTMS	BPO - UNIFI IDENTITY LICENSES	$29.00
	3164	9/18/2025	INFOSYSTMS	BPO - UNIFI IDENTITY LICENSES	$1,785.46
	3165	9/18/2025	PARKSFAC	BPO - PARKS/ISS - PARKS CAMERA/SECURITY PROJECT	$2,551.00
	3166	9/18/2025	INFOSYSTMS	BPO - NETWORK/SECURITY HARDWARE	$858.00
	3167	9/18/2025	INFOSYSTMS	BPO - UNIFI IDENTITY LICENSES	$49.00
	3168	9/18/2025	INFOSYSTMS	INTRANET CUSTOM PROGRAMMING AND SUPPORT	$105.00
	3169	9/18/2025	INFOSYSTMS	RESTREAM	$190.00
	3170	9/18/2025	INFOSYSTMS	BPO - NETWORK/SECURITY HARDWARE	$1,977.00
	3171	9/18/2025	INFOSYSTMS	BITWARDEN LICENSE	$56.81
	3172	9/18/2025	INFOSYSTMS	BPO - NETWORK/SECURITY HARDWARE	$307.00
	3173	9/18/2025	TRNSPN	TR077 CITYWIDE SIGNAL UPGRADES: NETWORK CLOCK	$3,315.16
	3174	9/18/2025	INFOSYSTMS	INTRANET CUSTOM PROGRAMMING AND SUPPORT	$13.13
WELLS ONE-LIBRARY DEPT DBA WELLS FARGO BANK	3146	9/18/2025	LIBRARY	PNLA MEMBERSHIP FOR LIBRARY - ONE YEAR	$150.00
	3147	9/18/2025	LIBRARY	LIB - ABOS MEMBERSHIP	$49.00
	3148	9/18/2025	LIBRARY	ILA MEMBERSHIP - BOARD OF TRUSTEES	$250.00
	3149	9/18/2025	LIBRARY	ILA MEMBERSHIP - LIBRARY STAFF	$250.00
	3151	9/18/2025	LIBRARY	TRAVEL - JOHNSON & GLOVER - ILA CONFERENCE 2025	$150.00
	3153	9/18/2025	LIBRARY	TRAVEL - JOHNSON & GLOVER - ILA CONFERENCE 2025	$150.00
	3154	9/18/2025	LIBRARY	ADMIN FEES FOR HOTSPOTS	$36.00
	3155	9/18/2025	LIBRARY	HOTEL - JOHNSON & GLOVER - ILA CONFERENCE 2025	$298.00
	3156	9/18/2025	LIBRARY	HOTEL - JOHNSON & GLOVER - ILA CONFERENCE 2025	$298.00
	3157	9/18/2025	LIBRARY	LIB - ALL DAY TRAINING SUPPLIES	$119.82
WELLS ONE-PARKS & REC DEPT DBA WELLS FARGO BANK	3229	9/18/2025	RECREATION	BPO - REC - APPLE - CC PURCHASE FOR MOVI	$3.99

Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
WELLS ONE-PARKS & REC DEPT DBA WELLS FARGO BANK	3230	9/18/2025	RECREATION	REC - PAYPAL - LCSC WELCOME FAIR	$70.00
	3231	9/18/2025	RECREATION	BPO - REC - APPLE - CC PURCHASE FOR MOVI	$3.99
	3232	9/18/2025	RECREATION	REC- NAYS - CERTIFICATE FOR S. MCCLURE	$475.00
	3233	9/18/2025	RECREATION	REC - WALMART - CARD ENVELOPES	$5.94
	3234	9/18/2025	PARKSFAC	TRAVEL-J GLENN-NRPA CONF	$906.96
	3235	9/18/2025	RECREATION	BPO - REC - APPLE - CC PURCHASE FOR MOVI	$5.99
	3236	9/18/2025	RECREATION	REC - LANDS END - PARKS AND REC UNIFORM	$29.00
WELLS ONE-POLICE DEPT DBA WELLS FARGO BANK	3184	9/18/2025	POLICE	PD-HOTEL-KUZIK-REESE-POST ACADEMY GRADUATION	$204.17
	3185	9/18/2025	POLICE	PD-HOTEL-KUZIK-REESE-POST ACADEMY GRADUATION	$204.17
	3186	9/18/2025	POLICE	BPO PD FOOD FOR K9 ZIVA;CHEWY.COM	$97.45
	3187	9/18/2025	POLICE	PD-HOTEL-BLOOMSBURG/ERICKSON-PROCESSING AND RESTRU	$804.66
	3188	9/18/2025	POLICE	BPO-PD-AUTOSHIP DOG FOOD FOR K9 QUINCY; CHEWY.COM	$92.73
	3189	9/18/2025	POLICE	PD-REG-ALLEN-INVESTIGATING PROPERTY CRIME	$150.00
	3190	9/18/2025	POLICE	PD-40 HDLO COVERT EARPIECE FOR PATROL	$3,528.00
	3191	9/18/2025	POLICE	PD-HOTEL-BANKS-ARCGIS PRO MIGRATION-CALDWELL, ID 8	$522.00
	3192	9/18/2025	POLICE	PD 4 FIESTA PLATTERS FOR HOT AUGUST NIGHTS -EL SOM	$233.20
	3193	9/18/2025	POLICE	PD-TOTAL TRACK INVESTIGATIONS SYSTEM	$770.42
	3194	9/18/2025	POLICE	PD-LOCKERS FOR DISPATCH EMPLOYEES	$1,678.95
	3195	9/18/2025	POLICE	PD-TOTAL TRACK INVESTIGATIONS SYSTEM	$3,771.00
	3196	9/18/2025	POLICE	PD-TWO TACITCAL RAMS FOR PATROL/SWAT; J&N TACTICAL	$1,277.00
	3197	9/18/2025	POLICE	PD-REG-REESE-SCHOOL OF POLICE STAFF AND COMMAND-ME	$5,250.00
	3198	9/18/2025	POLICE	PD-TACTICAL BACKPACKS FOR PATROL/SWAT	$1,818.60
	3199	9/18/2025	POLICE	PD-LE LIGHT AND SIREN KIT-FULL KIT WITHOUT LOCKBOX	$3,470.00
	3200	9/18/2025	POLICE	PD-EMERGENT MAIL SENDING, REQUIRED USPS	$108.30
	3201	9/18/2025	POLICE	PD-POSTAGE STAMPS FOR CITATION SERVICE AND EVIDENC	$31.20

Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
WELLS ONE-PUBLIC INFO DEPT DBA WELLS FARGO BANK	3175	9/18/2025	EXECUTIVE	VENNGAGE: ANNUAL SUBSCRIPTION	$191.90
	3176	9/18/2025	EXECUTIVE	CONSTANT CONTACT: PIO COMMUNICATIONS SOFTWARE	$1,307.30
WELLS ONE-PUBLIC WORKS DEPT DBA WELLS FARGO BANK	3237	9/18/2025	WATER	PW-WTR-GREEN RIVER COLLEGE TRAINING; CREA & WALKE	$149.00
	3238	9/18/2025	WATER	PW-WTR-GREEN RIVER COLLEGE TRAINING; CREA & WALKE	$149.00
	3239	9/18/2025	WATER	BPO-PW-W-WW-MONTHLY CHARGES; SIPTRUNK	$34.33
			WSTWTR	BPO-PW-W-WW-MONTHLY CHARGES; SIPTRUNK	$68.66
	3240	9/18/2025	WATER	WR099 & WW099 SCADA WIN-911 PRO SUBSCRIPTION	$1,550.00
			WSTWTR	WR099 & WW099 SCADA WIN-911 PRO SUBSCRIPTION	$1,550.00
	3241	9/18/2025	WSTWTR	PW-WWTP-YSI JUNCTION BOXES (2)	$743.44
	3242	9/18/2025	WSTWTR	PW-WWTP-DOORKING INC; MONTHLY SUBSCRIPTION	$43.95
	3243	9/18/2025	WSTWTR	PW-WWTP-FUEL; TRIPS TO FIFE FOR SAMPLING	$52.90
	3244	9/18/2025	WSTWTR	PW-WWTP-DOPL UPGRADE; B GRIESER WWT4	$25.00
	3245	9/18/2025	WSTWTR	PW-WWTP-FUEL; TRIPS TO FIFE FOR SAMPLING	$42.49
	3246	9/18/2025	WATER	PW-WD-DOPL UPGRADE; K WASSMUTH DWD3	$25.00
	3247	9/18/2025	WSTWTR	PW-WWTP-FUEL; TRIPS TO FIFE FOR SAMPLING	$37.98
	3248	9/18/2025	WATER	PW-WD-DOPL EXAM; S HASENOERHL WD2 RETEST	$106.00
	3249	9/18/2025	WSTWTR	PW-WWC-DOPL RENEWALS; G CREVISTON	$30.00
	3250	9/18/2025	WATER	PW-WTR-GREEN RIVER COLLEGE TRAINING; K BEHRENS	$149.00
WELLS ONE-SERVICE CENTER DEPT DBA WELLS FARGO BANK	3119	9/18/2025	FLTMAINT	FLEET SHOP SUPPLIES/ A/C MANIFOLD GAUGE SET	$249.98
	3120	9/18/2025	FLTMAINT	REPL FUEL PUMP FOR 137 PATSUV	$393.81
	3121	9/18/2025	FLTMAINT	FLEET SHOP SUPPLIES/ A/C MANIFOLD GAUGE SET	$40.42
	3122	9/18/2025	FLTMAINT	INV/ TIRES FOR TORO MOWER	$417.98
	3124	9/18/2025	FLTMAINT	INV/ TRANSIT BUS TIRES	$1,763.68
WELLS ONE-TRANSIT DEPT DBA WELLS FARGO BANK	3212	9/18/2025	TRANSITOP	TRANSIT COMMUNITY TRANSIT ASSOC. OF AMERICA DUES	$825.00
	3213	9/18/2025	TRANSITOP	TRANSIT - HI VIS RAIN JACKETS (4)	$509.90
	3214	9/18/2025	TRANSITCAP	TRANSIT - OUTDOOR BULLETIN BOARD	$2,861.80
	3220	9/18/2025	TRANSITOP	SEAT ADAPTERS FOR 708 & 709 BUSES	$460.76
WESTERN EQUIPMENT	120630	9/18/2025	FLTMAINT	BPO - FLEET - REPAIR PARTS	$269.34

Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
WESTERN EQUIPMENT	120630	9/18/2025	GOLFCRS	GOLF COURSE - WESTERN EQUIPMENT DISTIB - MOWER	$25,500.00
WESTERN RECYCLERS INC	400711	9/18/2025	FIRE	BPO FIRE - WESTERN RECYCLERS - SHREDDING	$52.00
WESTERN STATES EQUIPMENT	120636	9/18/2025	FLTMAINT	BPO - FLEET - REPAIR PARTS	$123.68
				OSL/ REPL TURBOCHARGER ON #476 LOADER	$4,388.29
				REPL ACCESS STEP RUNG FOR #476 LOADER	$877.76
WEX BANK	120637	9/18/2025	POLICE	BPO PD FUEL FOR UNMARKED DEPARTMENT VEHICLES	$78.53
WILBERT PRECAST INC	400712	9/18/2025	STMWTR	BPO - STMW - CULVERT MAINTENANCE SUPPLIES	$590.00
XAVIER PEA	120510	9/10/2025	RECREATION	UMPED 7 GAMES @ 30.00 AND 3 @ 32.50	$307.50
ZIEGLER BUILDING CENTER	120638	9/18/2025	TRNSPN	BPO - ST/TR - OPERATING/CONSTRUCTION SUPPLIES	$33.85
Total					$3,594,197.52

Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
4U LASER CREATIONS	120698	10/2/2025	LIBRARY	LIB - ART PROGRAM MATERIALS	$732.00
A & R CONSTRUCTION INC	120699	10/2/2025	WATER	PW-WTP-SOUTHPORT #3 MOTOR PULLED FOR REPAIR	$740.00
AG-PRO	120701	10/2/2025	WSTWTR	PW-WWCOLL-BPO TRUCK REPLACEMENT PARTS	$85.63
ALWAYS TOWING LLC	400722	10/2/2025	POLICE	BPO PD TOW SERVICE	$225.00
AMAZON CAPITAL SERVICES	120702	10/2/2025	EXECUTIVE	EXEC BPO: OFFICE/TRAINING SUPPLIES FOR CLERK	$51.91
			FIRE	FIRE - AMAZON - PRINTER CARTRIDGE	$139.48
				FIRE - AMAZON - SUPPLIES	$457.09
				FIRE - CRESCENT ELECTRIC SUPPLY CO - BATTERIES	$279.00
			FLTMAINT	BPO/ FLEET REPAIR PARTS & OFFICE SUPPLIES	$463.15
			FLTMAINT	BPO/ FLEET REPAIR PARTS & OFFICE SUPPLIES	$253.76
			LEGAL	AMAZON; NEW KEYBOARDS, MOUSE & MOUSEPAD	$166.75
			LIBRARY	BPO - LIB - VIDEO GAMES	($39.99)
			PARKSFAC	REC - AMAZON - ART SUPPLIES	$41.98
				REC/POOL - AMAZON - KICKBOARDS	$506.40
			POLICE	PD-1TB HARD DRIVES FOR INVESTIGATIONS	$347.15
				PD-8TB HARD DRIVE FOR EYLAR	$548.00
				PD-BARCODE PRINTER AND LABELS FOR EVIDENCE	$874.00
				PD-DISINFECTANT FOR FINGERPRINT MACHINE	$41.28
				PD-DISPATCH STRESS BOOKS, EMOTIONAL SURVIVAL FOR L	$120.65
				PD-IPHONE SE CASE FOR D.WILLEY WORK PHONE	$22.68
				PD-LEVEL TOOL WITH MAGNETIC LOCATOR, DRYWALL HAND	$116.38
				PD-LITHIUM BATTERIES FOR HEADSETS	$122.70
				PD-MULTITOOL, BLADES AND LONG REACH PLIERS FOR CRI	$138.83
				PD-PHONE CASE,CAMERA LENS PROTECTER AND SCREEN PRO	$39.64
				PD-TWO NOTARY LOG BOOKS FOR KEEPING TRACK OF NOTAR	$36.97
				PD-VERTICAL, METAL TAB PRESSBOARD FILE GUIDES	$0.00
			RECREATION	REC - AMAZON - AUDIO CABLES AND 5 SANDWICH BOARD	$566.87
				REC - AMAZON - CARPET FOR PROGRAMMING	$322.69

Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
AMAZON CAPITAL SERVICES	120702	10/2/2025	RECREATION	REC/SNR NURT - AMAZON - LUNCH PROGRAM ITEMS	$528.11
			TRNSPN	PW-ENG-SAFETY VESTS (2); GLASSES (4) E GEORGE	$137.06
			WATER	PW-WD-SELFIE STICKS FOR SRV LINE IDS (2)	$26.97
			WSTWTR	PW-WWIDP-TONER BLACK (2)	$0.00
ANATEK LABS INC	400723	10/2/2025	FLTMAINT	FLEET-TCLP TESTING- WATER/SAND SEPARATOR	$360.00
			WATER	PW-WTP-BPO SAMPLING ANALYSIS FOR COMPLIANCE	$1,910.00
			WSTWTR	BPO-PW-IPT-BPO SAMPLING ANALYSIS FOR COMPLIANCE	$1,155.00
ANTHONY H SEUBERT	120765	10/2/2025	RECREATION	BPO SENIOR NUTRITION MEAL DELIVERY REIMBURSEMENT	$280.00
ARROW CONSTRUCTION SUPPLY LLC	400724	10/2/2025	TRNSPN	BPO - ST/TR - OPERATING SUPPLIES	$899.96
ASOTIN COUNTY LANDFILL	400714	9/25/2025	SANITATION	BPO - PW - FY25 MONTHLY SOLID WASTE DISPOSAL	$118,786.24
ASSOCIATION OF IDAHO CITIES	400713	9/25/2025	LEGISLATIV	2025 AIC FALL DISTRICT REGISTRATION	$100.00
ATLAS SAND & ROCK	120703	10/2/2025	TRNSPN	BPO - ST - DUTHIE SAND & ROCK	$515.41
				BPO - ST/TR - CONCRETE BUILDING SUPPLIES	$372.00
B&H FOTO & ELECTRONICS CORP	120704	10/2/2025	COMDEV	SAMSUNG VIEWFINITY S7 S70D 32" 4K HDR MONITOR	$248.74
BAVCO	120705	10/2/2025	WATER	PW-WD BPO BACKFLOW PARTS AND REPAIR KITS	$184.30
BLUE RIBBON LINEN SUPPLY INC	120706	10/2/2025	PARKSFAC	PKS - BLUE RIBBON - CLEANING SUPPLIES	$3,467.90
BRAD GLOVER	120671	9/26/2025	LIBRARY	MEALS B. GLOVER ILAC 2025 IDAHO FALLS	$71.00
BRADLEY PLUMBING INC	400725	10/2/2025	PARKSFAC	FAC - BRADLEY PLUMBING - LIBRARY TOILET	$130.05
				FAC - BRADLEY PLUMBING - PD SINK	$127.36
BRETTON S WATSON DBA ABLE LOCKSMITH	400721	10/2/2025	INFOSYSTMS	KEYS AND LATCH GUARDS	$779.00
BRIAN E WARD DBA GUMBY ENTERPRISES INC	120766	10/2/2025	FLTMAINT	A/C RECOVERY MACHINES	$26,960.00
				PRO-LINK HEAVY DUTY DIAGNOSTIC SCAN TOOL	$2,900.00
BSN SPORTS LLC	120707	10/2/2025	RECREATION	REC - BSN SPORTS - BASKETBALLS FOR YS	$215.04
CAMP CABIN & HOME INC	120708	10/2/2025	TRNSPN	BPO - ST/TR - PROPANE	$41.29
CASEY STONG	120688	10/2/2025	FIRE	MEALS C. STRONG WASFM FIRE PREVENTION INSTITUTE	$174.00
CATALYST MEDICAL GROUP PLLC	120709	10/2/2025	FIRE	BPO - FIRE - CATALYST MEDICAL - PHYSICALS	$861.52
CDW GOVERNMENT LLC	120710	10/2/2025	EXECUTIVE	BROTHER MFC-L3780CDW PRITNER	$548.61
			INFOSYSTMS	GOOGLE WORKSPACE ARCHIVE LICENSES	$306.40

Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
CDW GOVERNMENT LLC	120710	10/2/2025	LIBRARY	LIB - HONEYWELL BARCODE SCANNER	($325.02)
			TRNSPN	PW - ENG - HP DESIGNJET Z6DR LG FORMAT PRINTER	$6,476.40
CED - CONSOLIDATED ELECTRICAL DISTRIBUTORS	400726	10/2/2025	PARKSFAC	BPO - FAC - CONSOLIDATED ELEC - ELECTRICAL SUPPL	$572.25
			TRNSPN	BPO - TR - OPERATING SUPPLIES	$477.67
			WSTWTR	PW-WWTP-BPO ELEC ITEMS, LIGHT FIXTURES/BULBS/TOOLS	$106.17
CENTURYLINK	120639	9/25/2025	COMDEV	9/11/25 BILL DATE UTILITY CHARGES	$90.37
			FIRE	9/11/25 BILL DATE UTILITY CHARGES	$822.69
			INFOSYSTMS	9/11/25 BILL DATE UTILITY CHARGES	$562.75
			LIBRARY	9/11/25 BILL DATE UTILITY CHARGES	$57.36
			PARKSFAC	9/11/25 BILL DATE UTILITY CHARGES	$638.21
			POLICE	9/11/25 BILL DATE UTILITY CHARGES	$988.15
			TRANSITOP	9/11/25 BILL DATE UTILITY CHARGES	$180.73
			WATER	9/11/25 BILL DATE UTILITY CHARGES	$451.84
			WSTWTR	9/11/25 BILL DATE UTILITY CHARGES	$470.53
	120711	10/2/2025	INFOSYSTMS	BILL DATE 09/16/25 UTILITY CHARGES	$33.06
CES	400727	10/2/2025	INFOSYSTMS	CABLE TESTER	$2,099.00
				CAT5E DIRECT BURIAL CABLE	$285.00
			WATER	WR099 & WW099 SCADA POWER SUPPLIES; QUOTE ATTACHE	$440.00
				WR099 & WW099 SCADA SCANNER	$200.00
			WSTWTR	WR099 & WW099 SCADA POWER SUPPLIES; QUOTE ATTACHE	$2,176.64
				WR099 & WW099 SCADA SCANNER	$389.07
				WW099 SCADA PLC - BELT PRESS	$7,907.90
CHS INC	120712	10/2/2025	FLTMAINT	INV/ TWO DRUMS OF MOTOR OIL 5W20 & 0W20	$1,702.30
CINTAS CORPORATION #606	120713	10/2/2025	FLTMAINT	BPO/ FLEET UNIFORM RENT & LAUNDRY	$174.19
			PARKSFAC	BPO - PARKS - CLEANING SUPP. & LAUNDERED UNIFORMS	$73.00
CITY OF CLARKSTON	120640	9/25/2025	TRNSPN	FY25 SOUTHWAY BRIDGE EXPENSE - CLARKSTON RECON	$6,054.13
CITY OF LEWISTON EMPLOYEE BENEFIT-CAFETERIA PLAN	120673	10/2/2025	ADMSVC	Payroll Run 1 - Warrant 100225	$8,457.98
CLEMENTS BROWN & MCNICHOLS	400728	10/2/2025	LEGAL	OUTSIDE LEGAL COUNCIL, CB&M, PROFITT FY25	$1,050.00
COLEMAN OIL COMPANY LLC DBA COLEMAN OIL COMPANY	120641	9/25/2025	CEMETERY	CP-0307385 BILL DATE 9/21/25	$171.91
			COMDEV	CP-0307385 BILL DATE 9/21/25	$252.57
			FIRE	CP-0307385 BILL DATE 9/21/25	$1,326.44
			FLTMAINT	CP-0307385 BILL DATE 9/21/25	$93.15

Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
COLEMAN OIL COMPANY LLC DBA COLEMAN OIL COMPANY	120641	9/25/2025	LEGISLATIV	CP-0307385 BILL DATE 9/21/25	$20.02
			PARKSFAC	CP-0307385 BILL DATE 9/21/25	$972.20
			POLICE	CP-0307385 BILL DATE 9/21/25	$2,351.04
			STMWTR	CP-0307385 BILL DATE 9/21/25	$183.53
			TRANSITOP	CP-0307385 BILL DATE 9/21/25	$1,865.83
			TRNSPN	CP-0307385 BILL DATE 9/21/25	$1,681.93
			WATER	CP-0307385 BILL DATE 9/21/25	$405.06
			WSTWTR	CP-0307385 BILL DATE 9/21/25	$570.95
	120714	10/2/2025	CEMETERY	CP-0308279 BILL DATE 9/28/25	$322.35
			COMDEV	CP-0308279 BILL DATE 9/28/25	$137.00
			FIRE	CP-0308279 BILL DATE 9/28/25	$1,250.94
			FLTMAINT	BPO/ FLEET/ LUBE PRODUCTS & CAR WASHES	$181.50
			FLTMAINT	CP-0308279 BILL DATE 9/28/25	$29.23
			PARKSFAC	CP-0308279 BILL DATE 9/28/25	$865.82
			POLICE	CP-0308279 BILL DATE 9/28/25	$1,950.24
			SANITATION	BPO - TS - FUEL	$264.30
			STMWTR	CP-0308279 BILL DATE 9/28/25	$129.74
			TRANSITOP	CP-0308279 BILL DATE 9/28/25	$1,717.03
			TRNSPN	CP-0308279 BILL DATE 9/28/25	$1,396.08
			WATER	CP-0308279 BILL DATE 9/28/25	$359.72
			WSTWTR	CP-0308279 BILL DATE 9/28/25	$561.54
				PW-WWTP-BPO LUBE FOR MAINTENANCE	$123.69
COLLIER ELECTRIC LLC	120642	9/25/2025	WSTWTR	BPO-PW-WWTP-ONCALL ELEC SRVS	$3,836.75
				WW099 SCADACORE ELECTRICAL INSTALL AT CITY LIFT	$4,988.95
COMMERCIAL TIRE INC	400730	10/2/2025	POLICE	PD-8 TIRES FOR THE EVOC EASY DRIFT ATTACHMENT	$1,880.00
COMPUNET INC	120715	10/2/2025	FIRE	BPO FIRE - COMPUNET - LICENSE	$2,713.50
COVENANT ENGINEERING PLLC	120717	10/2/2025	PROPIMPR	FACILITIES - COVENANT ENGINEERING - ADMIN SERVICE	$5,250.00
DALE WHEATON	120718	10/2/2025	RECREATION	BPO SNR NUTR MEAL REIMBURSEMENT FOR FY25	$207.90
DARREN TRAINOR	120665	9/25/2025	RECREATION	UMPIRED 11 GAMES @ 30.00	$330.00
DATAWORKS PLUS LLC	120719	10/2/2025	COMDEV	FINGERPRINT SCANNER AND PRINTER	$672.60
			POLICE	FINGERPRINT SCANNER AND PRINTER	$2,450.00
DAVIS COMMUNICATIONS LLC	400731	10/2/2025	POLICE	PD-BATTERY BACKUP FOR DISPATCH PHONES	$7,279.65
DEFENSE TECHNOLOGY LLC	120643	9/25/2025	POLICE	PD-3 TACTICAL SINGLE LAUNCHER, 1 4 SHOT LAUNCHER..	$17,018.95

Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
DEMCO INC	120720	10/2/2025	LIBRARY	BPO - LIB - CATALOGING SUPPLIES	$183.65
DONALD T VANHORN DBA VANHORN DRYWALL LLC	120774	10/2/2025	PROPIMPR	FAC - VANHORN DRYWALL - PAINTING OF PR OFFICE	$18,000.00
DR PIPELINE LLC	120721	10/2/2025	WSTWTR	WW051 MISC CAP - PIG PORTS & LINE CLEANING; WTP	$20,650.00
EAN SERVICES LLC	120723	10/2/2025	EXECUTIVE	TRAVEL-RENTAL CAR-BROCKE - 2025 ICCTFOA	$156.08
EFTPS	3275	10/2/2025	ADMSVC	Payroll Run 1 - Warrant 100225	$169,253.29
EMERALD SERVICES INC	120722	10/2/2025	FLTMAINT	BPO- FLEET ANTIFREEZE/ OIL DISPOSAL	$24.00
EMPOWER TRUST COMPANY LLC	3277	10/2/2025	ADMSVC	Payroll Run 1 - Warrant 100225	$41,994.05
ERB'S ACE HARDWARE LLC	120724	10/2/2025	FIRE	BPO FIRE - ERB HARDWARE - SUPPLIES	$83.74
			TRNSPN	BPO - ST/TR - OPERATING SUPPLIES	$125.76
			WATER	PW-WD-BPO OPERATING SUPPLIES: TOOLS & HARDWARE	$5.94
FARONICS TECHNOLOGIES USA INC	120725	10/2/2025	LIBRARY	LIB - DEEP FREEZE RENEWAL	$2,775.00
FASTENAL COMPANY	120726	10/2/2025	PARKSFAC	BPO - FASTENAL VENDING SUPPLIES	$59.20
			WATER	PW-WTP-BPO BOLTS, NUTS, MISC TOOLS	$72.70
			WSTWTR	PW-WWCOLL-BPO TOOLS AND SUPPLIES	$68.49
FEDEX	120727	10/2/2025	FIRE	BPO FIRE - FEDEX - SHIPPING	$20.85
			WSTWTR	PW-WWCOLL-BPO SHIPPING CHARGES	$104.25
FERGUSON ENTERPRISES #3011	120728	10/2/2025	PARKSFAC	PKS - FERGUSONS - SENSOR	$396.27
			WATER	PW-WD-BPO WATERWORKS/PLUMBING FITTINGS/ACCESSORIE	$494.73
				WR043 SLA TAPPING MACHINE ADAPTERS; QUOTE ATTACHE	$3,249.06
FIANDER & ASSOCIATES LLC DBA COLUMBIA FITNESS	400729	10/2/2025	FIRE	BPO FIRE - COLUMBIA FITNESS EQUIP MAINTENANCE	$675.00
FISHER SYSTEMS INC	400733	10/2/2025	WSTWTR	PW-WWCOLL-BPO ALARM SYSTEM CHANGES	$65.00
				PW-WWTP-BPO ALARM SYSTEM CHANGES	$250.00
FOP LEWIS CLARK LODGE #10	120674	10/2/2025	ADMSVC	Payroll Run 1 - Warrant 100225	$1,967.46
GATEWAY MATERIALS	120730	10/2/2025	TRNSPN	BPO - ST/TR - OPERATING SUPPLIES	$156.85
GEORGE WILLIAM REED	120661	9/25/2025	RECREATION	BPO SENIOR NUTRITION MEAL DELIVERY REIMBURSEMENT	$200.20
	120760	10/2/2025	RECREATION	BPO SENIOR NUTRITION MEAL DELIVERY REIMBURSEMENT	$184.80

Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
GRAINGER	400734	10/2/2025	WSTWTR	PW-IPT-BPO CONSUMABLE SUPPLIES; TESTER KITS; ETC	$63.30
H & H BUSINESS SYSTEMS	120731	10/2/2025	COMDEV	CD-RICOH PRINTER PURCHASE	$5,000.00
			EXECUTIVE	EXEC BPO: FY 25 RICOH MAINT/COPY COST PER COPY	$600.25
			FIRE	BPO FIRE - H&H - ADMIN COPIER	$148.26
			LEGAL	BPO-LEGAL-H & H MONTHLY COPY FEES FY25	$16.08
H D FOWLER COMPANY INC	400735	10/2/2025	WATER	PW - WD - NON-INVENTORY; GASKETS HYDRANT MAINT	$1,040.00
HCAA LLC	400736	10/2/2025	FIRE	FIRE - HELLS CANYON APPAREL - WILDLAND SHIRTS	$112.50
			TRANSITOP	TRANSIT EMBROIDERY FOR 13 SAFETY JACKETS	$110.50
HENRY SCHEIN	120732	10/2/2025	FIRE	BPO FIRE - HENRY SCHEIN - EMS SUPPLIES	$1,914.93
HOME DEPOT CREDIT SERVICES	120644	9/25/2025	INFOSYSTMS	BPO - ISS - TOOLS AND SUPPLIES HOME DEPOT	$864.07
	120733	10/2/2025	EXECUTIVE	WALL PANELS, TABLE, AND LIGHTS FOR MEDIA STUDIO	$837.19
			FIRE	FIRE - HOME DEPOT - TOOLS	$1,283.14
			INFOSYSTMS	BPO - ISS - TOOLS AND SUPPLIES HOME DEPOT	$469.93
			PARKSFAC	BPO - FAC - HOME DEPOT - CONSTRUCTION SUPPLIES	$26.74
				HOME DEPOT MAINTENANCE SUPPLIES	$42.88
				PKS - HOME DEPOT - LOOPERS	$325.34
				PKS - HOME DEPOT - TOOLS	$1,974.51
			TRNSPN	BPO - ST/TR - OPERATING SUPPLIES	$71.92
			WATER	PW-WTP-BPO FASTENERS/TOOLS/WOOD/PAINT/RELATED	$177.56
I A F F - LOCAL #1773	120675	10/2/2025	ADMSVC	Payroll Run 1 - Warrant 100225	$3,417.00
IAFF LOCAL 1773 PAC	120676	10/2/2025	ADMSVC	Payroll Run 1 - Warrant 100225	$581.00
IDAHO CHILD SUPPORT RECEIPTING	120678	10/2/2025	ADMSVC	Payroll Run 1 - Warrant 100225	$270.00
IDAHO DEPT OF HEALTH & WELFARE	120734	10/2/2025	FIRE	FIRE - HEALTH & WELFARE - CERTIFICATIONS	$25.00
IDAHO ICE	120735	10/2/2025	INFOSYSTMS	BPO - ISS - WATER	$11.28
			LEGAL	BPO-LEGAL-WATER FOR CITY ATTY'S OFFICE-FY25	$18.37
IDAHO RURAL WATER ASSOCIATION	120736	10/2/2025	WATER	REG-PW-WD-IRWA FALL CONF (1 DAY) 10/1/25; J BRUNE	$185.00
IDAHO STATE POLICE	120737	10/2/2025	LIBRARY	BPO - LIB - NAMECHECKS	$100.00
IDAHO STATE TAX COMMISSION	120679	10/2/2025	ADMSVC	Payroll Run 1 - Warrant 100225	$28,268.00

Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
IDAHO TRUCK SALES CO	120738	10/2/2025	FLTMAINT	BPO/ FLEET REPAIR PARTS & REPAIRS	$16.64
INGRAM LIBRARY SERVICES	400715	9/25/2025	LIBRARY	BPO - LIB - JUVENILE FICTION	$43.97
				BPO - LIB - TEEN FIC	$261.22
				BPO - LIB - TEEN NONFICTOIN	$12.85
				BPO - LIB JUVENILE BOOKMOBILE ORDERS	$365.32
				LIB - THAT ALL MAY READ GRANT BOOKS	$36.99
	400737	10/2/2025	LIBRARY	BPO - LIB - ADULT FICTION	$533.65
				BPO - LIB - ADULT NONFICTION 1ST FLR	$364.24
				BPO - LIB - LARGE PRINT	$26.33
				BPO - LIB - TEEN FIC	$12.96
				BPO - LIB JUVENILE BOOKMOBILE ORDERS	$12.49
INK TECHNOLOGIES PRINTER SUPPLIES LLC DBA INK TECHNOLOGIES.COM	120739	10/2/2025	FIRE	FIRE - INKTECH - TONER	$59.00
INLAND FASTENER INC	400738	10/2/2025	FLTMAINT	BPO - FLEET REPAIR PARTS & SUPPLIES	$174.80
			TRNSPN	BPO - TR - OPERATING SUPPLIES	$45.17
INTERMOUNTAIN CLAIMS INC	400716	9/25/2025	INSTRUST	AUGUST INTERMOUNTAIN W/C INVOICE	$1,622.00
JEFF T BERGER DBA WOODSIDE TREE SERVICE LLC	120669	9/25/2025	PARKSFAC	PARKS - WOODSIDE TREE SERVICE - TREE REMOVAL	$2,000.00
JOE HALL FORD	400717	9/25/2025	FLTMAINT	BPO/ FLEET REPAIR PARTS & OSL	$343.66
	400739	10/2/2025	FLTMAINT	BPO/ FLEET REPAIR PARTS & OSL	$285.40
				OSL/ TURBO CHARGER FOR #276 AMB	$9,278.71
			INSTRUST	REPAIRS TO #631 AMB	$3,528.34
JOHN'S SAW SERVICE	400740	10/2/2025	PARKSFAC	BPO - PARKS - JOHN'S SAW ENGINE REPAIR	$416.95
			WATER	PW-WD-BPO SERVICE SMALL EQUIPMENT REPAIRS	$71.98
JOHNSON ELECTRICAL CONTRACTING	120646	9/25/2025	TRNSPN	PW - DAMAGE TO TRANS. INFRASTRUCTURE; #25-L3691	$18,310.80
JON ADAMS	120700	10/2/2025	RECREATION	BPO SENIOR NUTRITION MEAL DELIVERY REIMBURSEMENT	$168.00
J-U-B ENGINEERS	400741	10/2/2025	WSTWTR	WW060 2023 WW IMPROVEMENT PROJECT-CE&I	$10,486.60
				WW060 TO27 2024 PIPE BURST CEI SRA	$6,784.70

Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
KALAHALE MURRELL	120657	9/25/2025	RECREATION	UMPIRED 3 CALL OUT GAMES @ 32.50	$97.50
KAREN SELDON	120764	10/2/2025	RECREATION	BPO SENIOR NUTRITION MEAL DELIVERY REIMBURSEMENT	$220.50
KATHERINE LOUISE CONE	120716	10/2/2025	RECREATION	BPO SENIOR NUTRITION MEAL DELIVERY REIMBURSEMENT	$19.60
KITTELSON & ASSOCIATES INC	120740	10/2/2025	TRNSPN	TR073 EAST LEWISTON NETWORK ANALYSIS; PSA	$15,372.16
KLEEN SWEEP JANITORIAL	400742	10/2/2025	WATER	PW WD MONTHLY JANITORIAL SRV AT 2605 16TH AVE	$355.00
L N CURTIS & SONS	120741	10/2/2025	FIRE	BPO FIRE - LN CURTIS - AIR TRAILER MAINT	$1,182.10
LATAH SANITATION INC	120645	9/25/2025	SANITATION	BPO - PW - FY25 MONTHLY YW COMPOSTING SRVCS	$48,080.12
			WSTWTR	PW-WWTP-BPO BIOSOLIDS DISPOSAL	$15,766.20
LEAH BURRIS	120652	9/25/2025	HR	MEALS L. BURRIS NEOGOV IGNITE ANNUAL CONFERENCE	$195.00
LES SCHWAB TIRE CENTER	120742	10/2/2025	FLTMAINT	BPO/ FLEET REPAIR PARTS & OSL	$2,663.88
				OSL/ 12 NEW TIRES FOR LIGHT-DUTY BUSES	$3,086.64
LEWISTON CIVIC THEATER INC	120743	10/2/2025	LEGISLATIV	CIVIC FY25 SERV AGREEMENT - COUNCIL APP 10/24	$7,500.00
LEWISTON MOTOR COMPANY LLC DBA LEWISTON CHEVROLET BUICK GMC	120744	10/2/2025	FLTMAINT	BPO/ FLEET REPAIR PARTS & OSL	$130.45
LINC WAY	120667	9/25/2025	RECREATION	UMPIRES 3 GAMES @ 30	$90.00
LUKE N WHITE	120668	9/25/2025	RECREATION	UMPIRED 3 GAMES @ 30	$90.00
LUPER AUTOMOTIVE INC	400743	10/2/2025	FLTMAINT	BPO/ FLEET REPAIR PARTS & OSL	$10.80
LYNN JOHNSON	120672	9/26/2025	LIBRARY	MEALS/MILEAGE L. JOHNSON ILAC 2025	$326.67
MANGUM CONSTRUCTION LLC	400744	10/2/2025	PROPIMPR	P&R-PF030 COMMUNITY CENTER HVAC	$187,400.77
MARK NUGENT	120689	10/2/2025	POLICE	MEALS M. NUGENT TRAINING IN DISPATCH & LEADERSHIP	$209.00
MARK THOMPSON JR	120664	9/25/2025	RECREATION	UMPIRED 3 GAMES @ 30	$90.00
MARY EASLEY	120690	10/2/2025	POLICE	MEALS M. EASLEY TRAINING IN DISPATCH & LEADERSHIP	$209.00
MATHEW LANE	120647	9/25/2025	RECREATION	UMPIRED 19 GAMES @ 32.50	$617.50
MCDERMOTT HOLDINGS LLC DBA BRIAN MCDERMOTT CONSTRUCTION	120746	10/2/2025	STMWTR	SM015 THAIN & STEWART POND REHAB (IFB-25-019)	$54,500.00
MEASURE-TECH INC	120747	10/2/2025	WSTWTR	PW-WWTP-GAS MONITOR FOR BLOWER BUILDING	$1,062.54
MEDLOCK LAWN TREE & LANDSCAPE LLC	400745	10/2/2025	PARKSFAC	PKS - MEDLOCK - TREES AND STUMPS	$3,400.00

Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
MIDWEST TAPE LLC	120748	10/2/2025	LIBRARY	BPO - LIB - ADULT DVD ORDERS	$251.91
				BPO - LIB - JUVENILE DVDS	$102.72
MISC CUSTOMER REFUND	120648	9/25/2025	COMDEV	CODY CREA DUP PAYMNT OF BUSINESS LICENSE FEE REFUN	$94.00
	120649	9/25/2025	STMWTR	UB 2100019798 3212 5TH	$83.12
	120650	9/25/2025	FIRE	NPC OVERPAYMENT ON GWEN FIRE	$2,108.00
	120651	9/25/2025	RECREATION	SHELBY ANN HARGETT DANCE CANCELLED	$30.00
	120680	10/2/2025	WATER	UB 0805043362 4040 FAIRWAY	$273.32
	120681	10/2/2025	WATER	UB 1304012858 415 4TH	$278.52
	120682	10/2/2025	STMWTR	UB 2000080160 628 PARK	$84.85
	120683	10/2/2025	STMWTR	UB 2000983241 2010 ALDER	$35.99
	120684	10/2/2025	UNDEFINED	M. VARRELMAN RUBLIC RECORDS REQUEST #25-1364	$21.15
	120685	10/2/2025	STMWTR	UB 1900762911 410 LINDEN	$79.28
	120686	10/2/2025	STMWTR	UB 2100117471 3431 9TH	$71.09
	120687	10/2/2025	FIRE	WORKING FIRE FURNITURE RECLINER STATION 4	$1,147.09
MORETON & COMPANY	120749	10/2/2025	POLICE	PD-NOTARY PUBLIC WITH STAMPS FOR FOUR DISPATCHERS	$60.00
MOTION AUTO SUPPLY	400746	10/2/2025	FLTMAINT	BPO/ REPAIR PARTS & SUPPLIES	$155.96
NAPA AUTO PARTS	120750	10/2/2025	FLTMAINT	BPO - FLEET - REPAIR PARTS & SUPPLIES	$240.67
			FLTMAINT	BPO - FLEET - REPAIR PARTS & SUPPLIES	$1,591.96
NATIONAL INSTITUTE OF GOVERNMENTAL PURCHASING	120694	10/2/2025	FINANCE	PUR - NIGP MEMBERSHIP J NICOLSEN	$100.00
NATIONWIDE RETIREMENT	3273	10/2/2025	ADMSVC	Payroll Run 1 - Warrant 100225	$13,016.82
NATIONWIDE-RESERVE	3276	10/2/2025	ADMSVC	Payroll Run 1 - Warrant 100225	$2,107.58
NCPERS GROUP LIFE INS	120691	10/2/2025	ADMSVC	Payroll Run 1 - Warrant 100225	$1,504.00
NEZ PERCE COUNTY	120692	10/2/2025	LEGAL	BPO-LEGAL-NPC-COL FY26 PROSECUTION SERVICES	$12,805.05
NEZ PERCE COUNTY FAIR BOARD	120751	10/2/2025	TRNSPN	MJ024 FAIR BOOTH; VOLUNTEER ADMISSION PASSES (5)	$20.00
NEZ PERCE COUNTY SHERIFF	120693	10/2/2025	ADMSVC	Payroll Run 1 - Warrant 100225	$474.25
NIKKI PROVINCE	120653	9/25/2025	HR	MEALS N. PROVINCE NEOGOV IGNITE ANNUAL CONFERENCE	$195.00

Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
NORCO INC	400747	10/2/2025	FIRE	BPO FIRE - NORCO - MEDICAL OXYGEN/SUPPLIES	$392.66
			TRNSPN	BPO - ST/TR - PERSONAL PROTECTIVE EQUIPMENT	$481.87
NORTH 40 OUTFITTERS	120658	9/25/2025	PARKSFAC	BPO - PARKS - NORTH 40 MISC SUPPLIES	$123.93
				PKS - NORTH 40 - BOOTS FOR KILMER, SCOTT	$149.99
	120752	10/2/2025	FLTMAINT	BPO/ FLEET REPAIR PARTS & SUPPLIES	$35.95
			INFOSYSTMS	CLIMBING/SAFETY BOOTS - D SANTIAGO	$175.00
			PARKSFAC	BPO - FAC - NORTH 40 - SHOP SUPPLIES	$237.44
				BPO - PARKS - NORTH 40 MISC SUPPLIES	$27.98
			TRNSPN	BPO - ST/TR - OPERATING SUPPLIES	$154.98
			WATER	PW-WD-BPO OPERATING SUPPLIES	$20.98
			WSTWTR	PW-WWTP-BPO OPERATING SUPPLIES	$11.45
NORTHWEST ENGRAVING	120753	10/2/2025	FIRE	FIRE - NORTHWEST ENGRAVING - HELMET STAND	$130.00
ODP BUSINESS SOLUTIONS LLC	120755	10/2/2025	FINANCE	BPO - ODP OFFICE SUPPLIES	$42.12
			LIBRARY	BPO - LIB - COPY PAPER	$163.08
				BPO - LIB - OFFICE SUPPLIES	$54.47
			PARKSFAC	BPO - ODP PARKS AND REC OFFICE SUPPLIES	$678.84
			TRNSPN	BPO - PW OFFICE - OPERATING/OFFICE SUPPLIES	$375.19
				BPO - ST/TR - OFFICE SUPPLIES	$132.96
				MJ024 FAIR BOOTH: CANDY, TBL CLOTH, TBL SKIRT	$196.93
			WSTWTR	PW-WWTP-BPO OFFICE SUPPLIES	$1,220.29
OMEGA RAIL MANAGEMENT INC	120659	9/25/2025	WATER	PW-WTR-RAILROAD LEASES	$1,240.00
	120756	10/2/2025	WATER	PW-WTR-RAILROAD LEASES	$1,233.47
O'REILLY AUTO PARTS	120754	10/2/2025	FLTMAINT	BPO/ FLEET REPAIR PARTS	$848.86
OVERDRIVE INC	120660	9/25/2025	LIBRARY	BPO - LIB - JUVENILE OVERDRIVE	$1,268.89
	120757	10/2/2025	LIBRARY	BPO - LIB - ADULT OVERDRIVE	$619.02
OXARC	120758	10/2/2025	SANITATION	BPO - TS - OPERATING SUPPLIES	$81.54
			WATER	PW-WD- BPO SAFETY SUPPLIES	$13.74
			WSTWTR	PW-WWCOLL-BPO PERSONNEL SAFETY SUPPLIES	$85.49
PAMELA A FURCHTENICHT	120729	10/2/2025	RECREATION	BPO SENIOR NUTRITION MEAL DELIVERY REIMBURSEMENT	$126.00

Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
PAPE MACHINERY INC	120759	10/2/2025	FLTMAINT	BPO/ FLEET REPAIR PARTS	$31.82
			FLTMAINT	BPO/ FLEET REPAIR PARTS	$301.14
PERFECTION TIRE OF LEWISTON	400748	10/2/2025	FLTMAINT	OSL/ REPL 2 FRT TIRES ON #257 PICKUP	$631.88
PERSI	3274	10/2/2025	ADMSVC	Payroll Run 1 - Warrant 100225	$186,583.92
PRECISION SIGNS	400749	10/2/2025	FIRE	FIRE - PRECISION SIGNS - CAR STRIPING	$1,610.00
			FLTMAINT	BPO- FLEET VEHICLE DECALS	$200.00
PRINTCRAFT PRINTING	400750	10/2/2025	FINANCE	BUSINESS CARDS & RETURN ADDRESS STAMP	$92.00
				FIN- REVENUE SHARING CHECKS	$140.00
				FIN- TREASURERS TRUST CHECKS	$105.00
			FIRE	FIRE - PRINTCRAFT - PREVENTION	$240.00
			POLICE	PD-CITATIONS FOR PATROL	$1,435.00
				PD-TWO ROUND NOTARY STAMPS FOR PRITCHETT AND EASLE	$90.00
			TRNSPN	PW - BUSINESS CARDS: RUARK & DEPT ENVELOPES	$255.00
			WATER	PW - BUSINESS CARDS: RUARK & DEPT ENVELOPES	$75.00
PROVE IT POLYGRAPH	400751	10/2/2025	POLICE	PD- PRE EMPLOYMENT EXAM FOR KUZMIC	$200.00
QUADIENT INC	120695	10/2/2025	FINANCE	PUR - ANNUAL POSTAGE METER FEE & MAINTENANCE	$720.00
RICOH USA INC	120662	9/25/2025	LIBRARY	BPO - LIB - LEASE FEES	$280.86
	120761	10/2/2025	LIBRARY	BPO - LIB - LEASE FEES	$181.20
			POLICE	BPO PD DISPATCH COPIER RENTAL	$133.65
	120762	10/2/2025	SANITATION	BPO - PW - MPC4503 COPIER MAINTENANCE	$7.32
			STMWTR	BPO - PW - MPC4503 COPIER MAINTENANCE	$7.32
			TRNSPN	BPO - PW - MPC4503 COPIER MAINTENANCE	$171.91
			WATER	BPO - PW - MPC4503 COPIER MAINTENANCE	$1.82
			WSTWTR	BPO - PW - MPC4503 COPIER MAINTENANCE	$1.83
ROGERS MOTORS LLC DBA ROGERS CHRYSLER JEEP DODGE RAM LLC	120763	10/2/2025	FLTMAINT	FLEET - REPAIR PARTS & REPAIRS	$113.60
SANITARY DISPOSAL INC DBA SUNSHINE DISPOSAL & RECYCLING	400757	10/2/2025	SANITATION	BPO - PW - FY25 ANNUAL CURBSIDE COLLECTION	$21,402.68
				BPO - PW - FY25 EXTRA YW & RECY CURBSIDE CARTS	$1,761.87
SARA O'CONNOR	120654	9/25/2025	POLICE	MEALS: S. O'CONNOR ILETS TRAINING MOSCOW	$48.00
SCADACORE INC	120663	9/25/2025	WATER	BPO-PW-WTP-SCADACORE MONTHLY SUBSCRIPTION	$54.00

Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
SCHUMANN ENTERPRISES INC DBA EMPIRE PRESSURE WASH	400732	10/2/2025	TRANSITOP	TRANSIT BPO BUS WASHING & SANITIZATION	$290.00
SCOTT MCCLURE	120655	9/25/2025	RECREATION	PURCHASED ON PERSONAL CARD THOUGHT FY 25 WAS CLOSE	$27.55
SEA-WESTERN INC	400753	10/2/2025	FIRE	FIRE - SEAWESTERN - PPE HOODS	$2,329.60
SITEONE LANDSCAPE SUPPLY LLC	400754	10/2/2025	CEMETERY	CEM - SITEONE - IRRIGATION CLOCKS/DECODERS	$2,782.45
				PKS - SITEONE - CHEMICALS	$4,934.91
			PARKSFAC	PKS - SITEONE - ICE MELT	$1,346.52
				PKS - SITEONE - CHEMICALS	$4,920.39
				PKS - SITEONE - FERTILIZER	$10,310.40
				PKS - SITEONE - IRRIGATION PARTS FOR FAIL	$15,966.48
				PKS - SITEONE - SEED	$4,628.10
SOLARMAX LED INC	120767	10/2/2025	TRNSPN	PW - ST - LED ROADWAY LUMINAIRE LIGHTS (14 QTY)	$2,996.00
STANTEC CONSULTING SERVICES INC	400755	10/2/2025	ECONOMIC DEVELOPMENT	MJ007 UTILITY CONCEPT EVAL FOR DEV INFILL	$5,977.00
STERLING BATTERY COMPANY	120769	10/2/2025	FLTMAINT	BPO - FLEET VEHICLE BATTERIES	$214.44
			FLTMAINT	BPO - FLEET VEHICLE BATTERIES	$532.55
STRUCTURAL ENGINEERING SERVICES	400756	10/2/2025	PROPIMPR	FENTON GYM METAL ROOF REPAIR ENGINEERING	$3,600.00
			STMWTR	WW/STORM STRUCTURAL DESIGN FOR CRANE MOUNTS	$297.00
			WSTWTR	WW/STORM STRUCTURAL DESIGN FOR CRANE MOUNTS	$2,673.00
T BAILEY INC	120770	10/2/2025	WATER	WR071 RESERVOIR EVAL & RECOATING - DESIGN/BUILD	$3,240.00
THE MASTER'S TOUCH LLC	120745	10/2/2025	FINANCE	BPO - UB - PRINTING & MAILING MONTHLY STATEMENTS	$7,748.68
			SANITATION	PW - FY26 RECYCLING CALENDAR - SEPT 2025 BILL RUN	$1,334.00
				PW-TS-TRANSFER STATION CHANGES BILLING INSERT	$579.60
THE RIVERSIDE HOTEL	400752	10/2/2025	EXECUTIVE	TRAVEL-HOTEL-BROCKE- 2025 ICCTFOA - 9/23-25/2025	$522.00
THOMAS K THOMPSON DBA SPORT TRUCK CENTER	120768	10/2/2025	FIRE	FIRE - SPORT TRUCK CENTER - CANOPY	$5,090.00
TIFFANY WILLIAMSON	120656	9/25/2025	TRNSPN	MEALS T. WILLIAMSON IMSA TRAFFIC SIGNAL TECH LEV 1	$298.00
TIM EDWARDS ELECTRIC	120771	10/2/2025	PROPIMPR	FAC - TIME EDWARDS ELECTIC - POWER TO FS GARAGE	$8,290.00
T-MOBILE	3252	10/2/2025	HR	BPO - DATA SERVICE FOR HR DEPARTMENT	$16.60
	3253	10/2/2025	EXECUTIVE	BPO-PIO-MONTHLY PHONE BILL	$44.55

Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
T-MOBILE	3254	10/2/2025	LEGISLATIV	BPO COUNCIL: MONTHLY TMOBILE CHARGES	$125.15
	3255	10/2/2025	EXECUTIVE	EXEC BPO: TMOBILE CHARGES FOR CLERK CITY PHONE	$33.91
	3256	10/2/2025	PARKSFAC	BPO FACILITIES CELL PHONE CHARGES	$101.73
	3257	10/2/2025	PARKSFAC	BPO PARKS CELL PHONE CHARGES	$260.33
	3258	10/2/2025	PARKSFAC	BPO REC ADMIN CELL PHONE CHARGES	$130.33
	3259	10/2/2025	FLTMAINT	BPO/ FLEET T-MOBILE MONTHLY BILL	$30.03
	3260	10/2/2025	TRNSPN	BPO - ST - MOBILE MONTHLY BILL: J MILLER	$33.91
	3261	10/2/2025	SANITATION	BPO - TS - MOBILE MONTHLY BILL: R BROWN	$33.91
	3262	10/2/2025	STMWTR	BPO - STMW - MOBILE/TABLET MONTHLY CHARGES	$45.38
	3263	10/2/2025	TRNSPN	BPO - ENG - MOBILE/TABLET MONTHLY CHARGES	$33.20
	3264	10/2/2025	TRNSPN	BPO - ENG - MOBILE/TABLET MONTHLY CHARGES	$73.23
	3265	10/2/2025	TRNSPN	BPO - ENG - MOBILE/TABLET MONTHLY CHARGES	$105.48
	3266	10/2/2025	INFOSYSTMS	BPO - T-MOBILE LINES MONTHLY BILL	$496.65
	3267	10/2/2025	COMDEV	BPO-CD-PHONE SERVICE FOR CELL PHONES & TABLETS	$230.21
	3268	10/2/2025	POLICE	BPO PD DEPARTMENT CELL PHONE CHARGES	$378.44
	3269	10/2/2025	WSTWTR	PW-WW-BPO MOBILE/TABLET MONTHLY CHARGES	$176.81
	3270	10/2/2025	LIBRARY	BPO - LIB - MONTHLY CELL AND DATA CHARGES	$237.49
	3271	10/2/2025	FIRE	BPO FIRE - T-MOBILE - MONTHLY CELL PHONE CHARGES	$324.50
	3272	10/2/2025	WATER	PW-WTR-BPO MOBILE/TABLET MONTHLY CHARGES	$655.88
TRAFFIC SAFETY SUPPLY CO INC	400758	10/2/2025	TRNSPN	PW - TR - ROAD MARKERS, POSTS, ANCHORS, AND SIGNS	$948.75
				PW-STS-SUPPLIES FOR TASK ID 206423; QUOTE ATTACHE	$7,484.49
TRIBUNE PUBLISHING CO	400718	9/25/2025	EXECUTIVE	1/2 PAGE AD IN THE 2025 NPC FAIR HANDBOOK	$405.00
				INSERTING A PUBLICATION IN THE LEWISTON TRIBUNE	$262.60
				LEWISTON ROUNDUP PROGRAM AD FOR E-NEWSLETTER	$413.00
			HR	LEWISTON ROUNDUP PROGRAM AD FOR E-NEWSLETTER	$413.00
	400759	10/2/2025	FINANCE	PUR - ADVERTISEMENT FOR SURPLUS AUCTION	$35.08

Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
TRIBUNE PUBLISHING CO	400759	10/2/2025	FINANCE	PUR-ADVERTISEMENT FOR RFQ-26-002	$103.60
			LIBRARY	LIB - AD IN CHAMBER OF COMMERCE DIRECTORY	$137.60
UNIFORMS2GEAR INC	400719	9/25/2025	FIRE	FIRE - UNIFORMS2GEAR - UNIFORMS	$191.25
	400760	10/2/2025	FIRE	FIRE - UNIFORMS2GEAR - UNIFORMS	$202.40
URM STORES INC	400761	10/2/2025	LIBRARY	LIB - OUTREACH EVENT CANDY	$193.38
			POLICE	BPO PD BOTTLED WATER AND ICE	$43.08
			RECREATION	BPO - SENIOR NUTRITION - DAILY FOOD PURCHASES	$144.93
US FOODS - SPOKANE	120773	10/2/2025	RECREATION	BPO FOOD SUPPLY FOR SENIOR MEAL PROGRAM	$2,334.62
VERIZON WIRELESS	3251	9/25/2025	COMDEV	BILL DATE 9/12/25 UTILITY CHARGES	$369.82
			FIRE	BILL DATE 9/12/25 UTILITY CHARGES	$1,095.43
			HR	BILL DATE 9/12/25 UTILITY CHARGES	$38.72
			INFOSYSTMS	BILL DATE 9/12/25 UTILITY CHARGES	$637.54
			LEGISLATIV	BILL DATE 9/12/25 UTILITY CHARGES	$80.08
			PARKSFAC	BILL DATE 9/12/25 UTILITY CHARGES	$97.46
			POLICE	BILL DATE 9/12/25 UTILITY CHARGES	$2,243.33
			STMWTR	BILL DATE 9/12/25 UTILITY CHARGES	$77.44
			TRANSITOP	BILL DATE 9/12/25 UTILITY CHARGES	$159.33
			TRNSPN	BILL DATE 9/12/25 UTILITY CHARGES	$1,026.17
			WATER	BILL DATE 9/12/25 UTILITY CHARGES	$1,454.39
			WSTWTR	BILL DATE 9/12/25 UTILITY CHARGES	$1,165.39
WALTER E NELSON SUPPLIES	120666	9/25/2025	PARKSFAC	FAC - WALTER E NELSON - FLOORS AT CC	$666.65
				FAC - WALTER E NELSON CO - MICRO AUTO SCRUBBER	$3,999.00
	120775	10/2/2025	PARKSFAC	FAC - WALTER E NELSON - CUSTODIAL SUPPLIES	$160.32
				FAC - WALTER E. NELSON - CUSTODIAL SUPPLIES	$990.47
WASHINGTON STATE SUPPORT REGISTRY	120696	10/2/2025	ADMSVC	Payroll Run 1 - Warrant 100225	$535.16
WESTERN EQUIPMENT	120772	10/2/2025	FLTMAINT	BPO - FLEET - REPAIR PARTS	$68.60
WESTERN RECYCLERS INC	400762	10/2/2025	FINANCE	BPO - FIN - WESTERN RECYCLERS - SHREDDING	$34.68

Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
WESTERN RECYCLERS INC	400762	10/2/2025	FIRE	BPO FIRE - WESTERN RECYCLERS - SHREDDING	$17.00
			HR	BPO - FIN - WESTERN RECYCLERS - SHREDDING	$17.32
			LIBRARY	BPO - LIB - RECYCLING SERVICES FEE	$52.00
			POLICE	BPO PD SHREDDING SERVICES	$52.00
			TRNSPN	BPO - PW OFFICE - SHREDDING SERVICES	$17.00
WESTERN STATES EQUIPMENT	120776	10/2/2025	WSTWTR	PW-WWC-GENERATOR MAINT; CHAPMAN/FEDEX/AIRPORT	$7,689.49
WILBERT PRECAST INC	400720	9/25/2025	CEMETERY	CEM - WILBERTS PRECASTING - AUG/SEPT BURIALS	$6,492.00
WITMER PUBLIC SAFETY GROUP INC	400763	10/2/2025	FIRE	FIRE - WITMER - STREAMLIGHTS	$760.34
				FIRE - WITMER - STRUCTURE BOOTS	$1,134.49
WSCCCE	120697	10/2/2025	ADMSVC	Payroll Run 1 - Warrant 100225	$1,474.83
WSCFF EMPLOYEE BENEFIT TRUST DBA IAFF MERP	120677	10/2/2025	ADMSVC	Payroll Run 1 - Warrant 100225	$5,300.00
XAVIER PEA	120670	9/25/2025	RECREATION	UMPIRED 13 GAMES @ 30	$390.00
ZIEGLER BUILDING CENTER	120777	10/2/2025	TRNSPN	BPO - ST/TR - OPERATING/CONSTRUCTION SUPPLIES	$534.76
ZOLL MEDICAL CORPORATION GPO	120778	10/2/2025	FIRE	BPO FIRE - ZOLL - EMS SUPPLIES	$400.16
Total					$1,396,192.57

CITY COUNCIL MEETING
AGENDA ITEM SUMMARY

ITEM TITLE RT ESTATES (SUB25-000003) PRELIMINARY PLAT	**AGENDA NO.** V. D. **AGENDA DATE:** October 13, 2025

ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.)

The RT Estates preliminary plat proposes to subdivide approximately 0.69 acres of land into 2 residential lots. The RT Estates subdivision is located on the south side of Burrell Avenue between 13th Street and 14th Street. The property is currently undeveloped and is being used by the applicant for equipment storage. The existing lot is already configured as a flag lot, but the existing dimensions are large enough to allow the existing lot to be split into two lots that still meet the minimum standards for flag lots, contained in Section 37-124 of City Code. Each of the lots will have its own 20’ wide flagpole access out to Burrell Avenue, but the applicant proposes to create a shared driveway with reciprocal easements to provide general and fire apparatus access to the lots. Due to the depth of the proposed flag lots, a Fire Apparatus Access turn-around conforming to the requirements established in the Lewiston Fire Department’s Standard Operating Procedure #906, will be required to be constructed at the south end of the shared access driveway. The City Fire Marshal has also noted that any structure constructed on Lot 2 will need to be placed so that no point of the structure (SE corner) is in excess of 600' from the existing fire hydrant along Burrell Avenue. Frontage improvements along Burrell Avenue are required to be satisfied by constructing curb, gutter, and sidewalk with asphalt patch-back, or by payment of a Fee-In-Lieu-Of construction at the applicant’s discretion. The proposed subdivision is located in the Lewiston Orchards Irrigation District, and the Central Orchards Sewer District, and the utility districts have indicated their intent to provide service for the proposed lots. Avista Utilities, CenturyLink/Lumen Technologies, and Sparklight have also confirmed their intent to provide utility service.

The subject property is currently zoned R2A, and the proposed lot configurations adhere to the requirements of that zone as outlined in the City of Lewiston Zoning Ordinance, City Code Chapter 37.

The preliminary plat complies with the applicable requirements of the City of Lewiston Subdivision Ordinance, City Code Chapter 32.

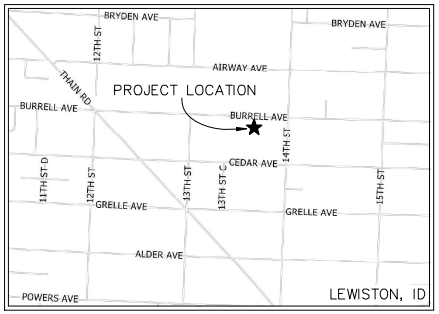
BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources)

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

ACTION PROPOSED

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

VICINITY MAP (N.T.S):



BASIS OF BEARING:

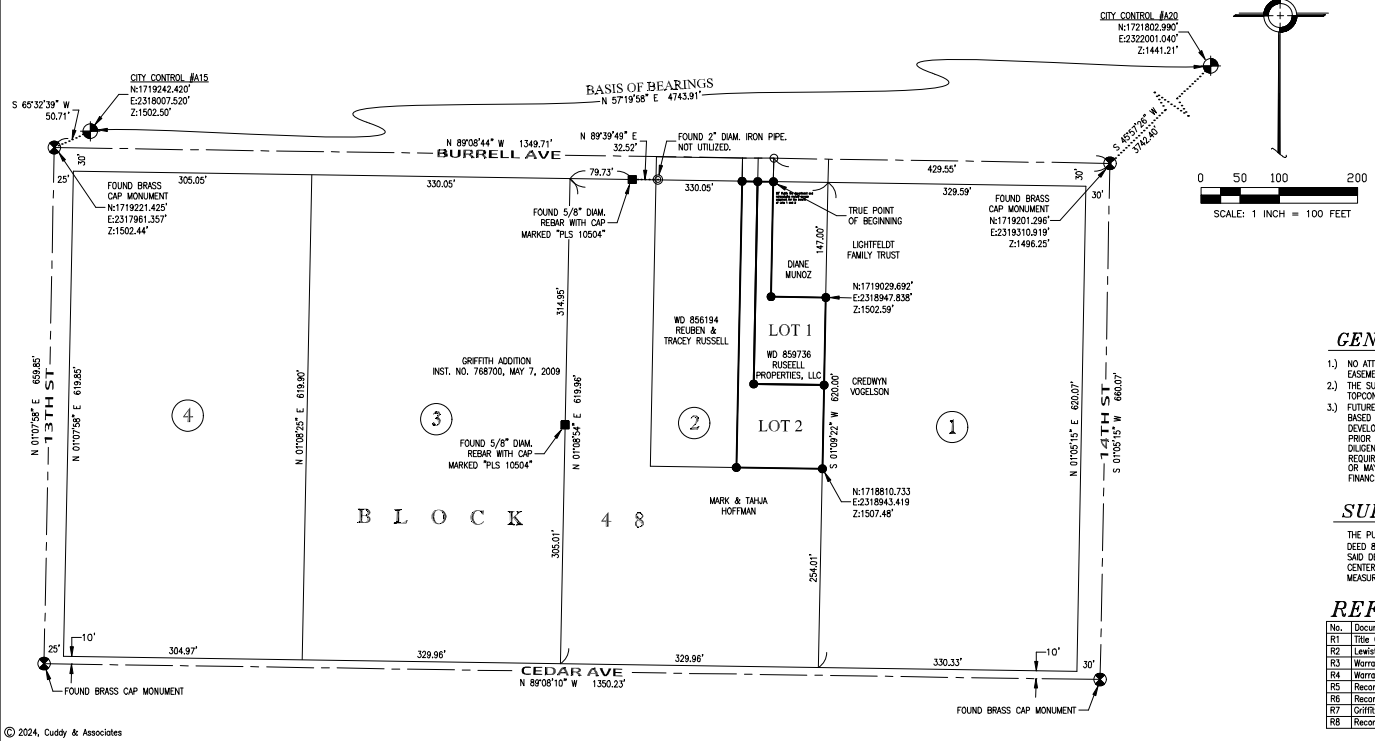
N57°19'58"E BETWEEN CITY OF LEWISTON CONTROL MONUMENT A15 AND CITY CONTROL MONUMENT A20, AS SHOWN HEREON.

PLAT NOTES:

1.) UTILITY PROVIDERS: WATER SERVICE IS PROVIDED BY LEWISTON ORCHARDS IRRIGATION DISTRICT; SEWER SERVICE IS PROVIDED BY THE CENTRAL ORCHARDS SEWER DISTRICT; FRANCHISE UTILITY PROVIDERS ARE AVISTA, CENTURY LINK/LUMEN, AND SPARKLIGHT.
2.) THE AREA OF THE PLAT INCLUDING DEDICATED RIGHT-OF-WAY IS 0.69 ACRES. THE AREA OF THE PLAT EXCLUDING DEDICATED RIGHT-OF-WAY IS 0.69 ACRES.
3.) THE TITLE COMMITMENT LISTED AS R1 ON THIS PLAT DISCLOSES NO EASEMENTS OF RECORD.
4.) CURRENT ZONING FOR THE SUBJECT PARCEL IS LOW DENSITY RESIDENTIAL (R2A).
5.) COORDINATE VALUES ARE REPORTED USING A LOCAL GROUND COORDINATE SYSTEM HOLDING THE PUBLISHED VALUE OF THE CITY OF LEWISTON MONUMENT POINT NO. A15 AS THE ORIGIN. THE ENTIRE DATA SET WAS THEN ROTATED TO MATCH THE VECTOR FROM CITY MONUMENT A15 TO THE PUBLISHED COORDINATES FOR CITY MONUMENT A20. THE COORDINATE SYSTEM CLOSELY APPROXIMATES IDAHO STATE PLANE WEST ZONE, NAD '83 VALUES, BUT IS NOT REPORTED ON GRID VALUES. RATHER, THEY ARE GROUND MEASUREMENTS.
6.) THE DEVELOPER PROPOSES TO CREATE A TOTAL OF 2 LOTS.

PRELIMINARY PLAT OF
RT ESTATES

A REPLAT OF A PORTION OF LOT 2, BLOCK 48 OF LEWISTON ORCHARDS TRACT NO. 3, LOCATED IN SECTION 16, TOWNSHIP 35 NORTH., RANGE 5 WEST., B.M., CITY OF LEWISTON, NEZ PERCE COUNTY, IDAHO



LEGEND:

Found as noted.	Description	Set as noted.
	Centerline monument	
	Rebar – found	
	Iron pipe	
	Rebar – set 5/8" diameter, 30" long rebar with plastic cap stamped "PLS 9165"	●
	City control monument	
	Calculated point. Nothing found or set this survey.	

CPFR Corner Perpetuation and Filing Record (w/ instrument #)
(M) Measured
(R1) Reference R1
DIAM. Diameter
EXC. Excluding
INST. Instrument
NO. Number
N: Northing
E: Easting
Z: Elevation

Boundary of subject property
Roadway centerline
Tie line
X Fence
Edge of pavement
Fire Apparatus Turnaround
3500 Major Contour with Elevation Label
Minor Contour

GENERAL NOTES:

1.) NO ATTEMPT WAS MADE TO SHOW ALL PHYSICAL FEATURES OF THE PROPERTY OR PRESCRIPTIVE EASEMENTS, RECORDED OR UNRECORDED.
2.) THE SURVEY OF THIS PLAT WAS PERFORMED USING A NIKON DTM-500 SERIES TOTAL STATION, A TOPCON REALTIME GPS UNIT AND A TDS DATA COLLECTOR.
3.) FUTURE DEVELOPMENT OF THE LOTS CREATED BY THIS SUBDIVISION PLAT REQUIRE BUILDING PERMITS BASED ON PLANS COMPLYING WITH ALL CITY OF LEWISTON CODES, DULY ADOPTED AT THE TIME OF DEVELOPMENT, GOVERNING CONSTRUCTION OF BUILDINGS AND ADJACENT PUBLIC IMPROVEMENTS. PRIOR TO DEVELOPING A LOT THE OWNER OR PROSPECTIVE OWNER IS RESPONSIBLE FOR DUE DILIGENCE RESEARCH TO APPRISE THEMSELVES OF ALL DEVELOPMENT REQUIREMENTS. THESE REQUIREMENTS MAY OR MAY NOT HAVE BEEN IDENTIFIED DURING THE SUBDIVISION PROCESS AND MAY OR MAY NOT BE SHOWN ON THE PLAT. THE CITY OF LEWISTON IS NOT RESPONSIBLE FOR ANY LOSSES, FINANCIAL OR OTHERWISE, RESULTING FROM THE UNSUITABILITY OF A LOT FOR A SPECIFIC USE.

SURVEY NARRATIVE:

THE PURPOSE OF THIS SURVEY IS TO CREATE A PLAT TO DIVIDE THAT PARCEL DESCRIBED IN WARRANTY DEED 859376 (R4) INTO TWO NEW LOTS. THE BOUNDARY OF THE SUBJECT PARCEL IS CONTROLLED BY SAID DEED AND THE PLAT OF BLOCK 48 OF LEWISTON ORCHARDS TRACT NO. 3. FOUR CONTROLLING CENTERLINE MONUMENTS OF BLOCK 48 ALONG WITH A FEW PROPERTY CORNERS WERE FOUND AND MEASURED AND SUBSEQUENT LOT BOUNDARIES COMPUTED FROM THE SAME.

REFERENCES:

No.	Document	By	Inst. No.	Date
R1	Title Commitment	??	??	??
R2	Lewiston Orchards Tract No. 3	Clark C. Cartlitch	CAB I 024-A	August, 1908
R3	Warranty Deed	Engle to Russell	856914	April, 2018
R4	Warranty Deed	Engle to Russell	859376	July, 2018
R5	Record of Survey	Gary R. Stone	588291	July, 1994
R6	Record of Survey	Bradley C. Cuddy	679537	September, 2002
R7	Griffith Addition	Mark J. Weigand	768700	April, 2009
R8	Record of Survey	Terry T. Golding	812109	May, 2013

© 2024, Cuddy & Associates

RECORDER'S CERTIFICATE

STATE OF IDAHO } SS
COUNTY OF NEZ PERCE

FILED FOR RECORD _____ AT ____:____ ____M.
AT THE REQUEST OF _____

_____ COUNTY RECORDER
BY _____ DEPUTY
FEES $ _____
INSTRUMENT NUMBER: _____

SURVEYOR'S CERTIFICATE

BEING A REGISTERED SURVEYOR, I BRADLEY C. CUDDY DO HEREBY CERTIFY THAT THIS RECORD OF SURVEY HEREON SHOWN IS ACCURATE AND CORRECT AND WAS COMPILED FROM THE NOTES OF AN ACTUAL SURVEY MADE BY ME AND UNDER MY DIRECTION IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO AND AT THE REQUEST OF REUBEN RUSSELL.

Bradley C Cuddy 5/1/2025
BRADLEY C. CUDDY, PLS 9165 DATE

PROFESSIONAL LAND SURVEYOR REGISTERED 9165 STATE OF IDAHO BRADLEY C. CUDDY

DOCUMENTS PREPARED WITH THIS SURVEY

DEVELOPER/OWNER
Reuben & Tracey Russell
1326 Burrell Ave.
Lewiston, ID 83501

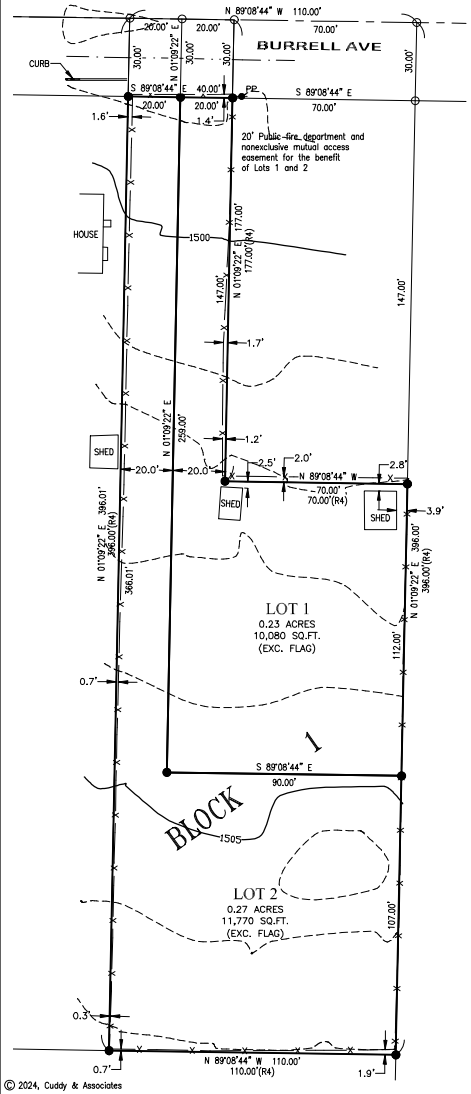
SURVEYOR
Bradley Cuddy, PLS 9165
Cuddy & Associates, Inc.
P.O. Box 64, Orofino, ID 83544
(208) 790-2672

CUDDY & ASSOCIATES, Inc.
Licensed Surveyors
13950 Highway 12
Orofino, ID 83544
(208) 476-4863
bradcuddy@cuddyassociates.net

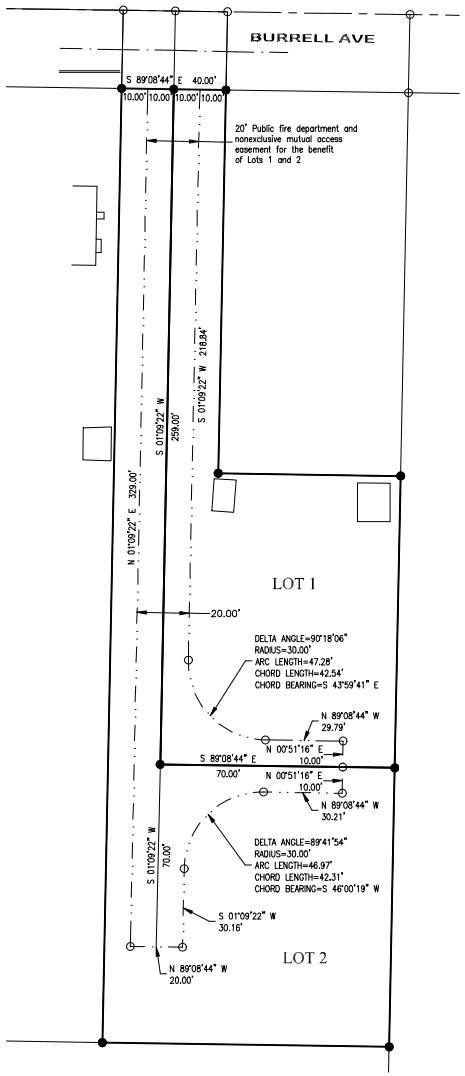
PROJECT: Russell, Reuben.dwg	DRAWN BY: JPF
SURVEY COMPLETED: 3/6/2024	CHECKED BY: BCC
FILE LAST MODIFIED: 3/11/2024	SHEET: 1 OF 3
FILE NAME: Russell, Reuben.dwg	

LOCATION: S.16, T.35N., R.5W., B.M., NEZ PERCE CO., ID.

SUBJECT PROPERTY

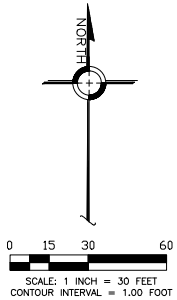


FIRE APPARATUS TURNAROUND



PRELIMINARY PLAT OF
RT ESTATES

A REPLAT OF A PORTION OF LOT 2, BLOCK 48 OF LEWISTON ORCHARDS TRACT NO. 3, LOCATED IN SECTION 16, TOWNSHIP 35 NORTH., RANGE 5 WEST., B.M., CITY OF LEWISTON, NEZ PERCE COUNTY, IDAHO



LEGEND:

Found as noted.	Description	Set as noted.
	Centerline monument	
	Rebar – found	
	Iron pipe	
	Rebar – set 5/8" diameter, 30" long rebar with plastic cap stamped "PLS 9165"	●
	City control monument	
	Calculated point. Nothing found or set this survey.	

CPFR	Corner Perpetuation and Filing Record (w/ instrument #)
(M)	Measured
(R1)	Reference R1
DIAM.	Diameter
EXC.	Excluding
INST.	Instrument
NO.	Number
N:	Northing
E:	Easting
Z:	Elevation

- Boundary of subject property
- Roadway centerline
- Tie line
- X Fence
- Edge of pavement
- Fire Apparatus Turnaround
- 3500 Major Contour with Elevation Label
- Minor Contour

© 2024, Cuddy & Associates

RECORDER'S CERTIFICATE

STATE OF IDAHO } SS
COUNTY OF NEZ PERCE

FILED FOR RECORD _____ AT ____:____ ____M.

AT THE REQUEST OF _____

_____ COUNTY RECORDER

BY _____ DEPUTY

FEES $ _____

INSTRUMENT NUMBER: _____

SURVEYOR'S CERTIFICATE

BEING A REGISTERED SURVEYOR, I BRADLEY C. CUDDY DO HEREBY CERTIFY THAT THIS RECORD OF SURVEY HEREON SHOWN IS ACCURATE AND CORRECT AND WAS COMPILED FROM THE NOTES OF AN ACTUAL SURVEY MADE BY ME AND UNDER MY DIRECTION IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO AND AT THE REQUEST OF REUBEN RUSSELL.

Bradley C Cuddy 5/1/2025
BRADLEY C. CUDDY, PLS 9165 DATE

PROFESSIONAL LAND SURVEYOR REGISTERED 9165 STATE OF IDAHO BRADLEY C. CUDDY

DOCUMENTS PREPARED WITH THIS SURVEY

CUDDY & ASSOCIATES, Inc.
Licensed Surveyors
13950 Highway 12
Orofino, ID 83544
(208)-476-4848
bradcuddy@cuddyinfo.net

PROJECT: Russell, Reuben.dwg	DRAWN BY: JPF
SURVEY COMPLETED: 3/6/2024	CHECKED BY: BCC
FILE LAST MODIFIED: 3/11/2024	SHEET: 2 OF 3
FILE NAME: Russell, Reuben.dwg	
LOCATION: S.16, T.35N., R.5W., B.M., NEZ PERCE CO., ID.	

PRELIMINARY PLAT OF
RT ESTATES

A REPLAT OF A PORTION OF LOT 2, BLOCK 48 OF LEWISTON ORCHARDS TRACT NO. 3, LOCATED IN SECTION 16, TOWNSHIP 35 NORTH., RANGE 5 WEST., B.M., CITY OF LEWISTON, NEZ PERCE COUNTY, IDAHO

CITY ENGINEER

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND THAT IT COMPLIES WITH THE REQUIREMENTS OF THE SUBDIVISION CODE OF THE CITY OF LEWISTON, IDAHO.

ENGINEER, CITY OF LEWISTON, IDAHO DATE

CITY SURVEYOR

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND COMPLIES WITH IDAHO CODE, TITLE 50, CHAPTER 13.

SURVEYOR, CITY OF LEWISTON, IDAHO DATE

CITY CLERK

I HEREBY CERTIFY THAT THIS PLAT AND THE DEDICATIONS AND EASEMENTS SHOWN HEREON WERE APPROVED AND ACCEPTED BY THE CITY COUNCIL OF LEWISTON AT A MEETING HELD ON THE_____DAY OF_____,20_____.

CLERK, CITY OF LEWISTON, IDAHO DATE

PUBLIC HEALTH–IDAHO NORTH CENTRAL DISTRICT

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

ENVIRONMENTAL HEALTH SPECIALIST DATE
PUBLIC HEALTH–IDAHO NORTH CENTRAL DISTRICT

COUNTY TREASURER

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

TREASURER, NEZ PERCE COUNTY, IDAHO DATE

COUNTY RECORDER

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF NEZ PERCE COUNTY, IDAHO AT THE REQUEST OF _____ THIS _____ DAY OF _____ , 2024, AT _____O'CLOCK ____M., AND DULY RECORDED IN PLAT BOOK _____, AT PAGES _____ AS INSTRUMENT NUMBER _____.

RECORDER, NEZ PERCE COUNTY, IDAHO

DESCRIPTION OF EXTERIOR PLAT BOUNDARY

Situate in the County of Nez Perce, State of Idaho, to wit:
The North 396 feet of the East 110 feet of Lot 2, Block 48, Lewiston Orchards Tract No. 3, according to the recorded plat thereof, measurements being from the centerlines of adjacent streets and alleys, records of Nez Perce County, Idaho, EXCEPTING THEREFROM the North 177 feet of the East 70 feet thereof.

OWNERS CERTIFICATE

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT I AM THE OWNER OF THE HEREON DESCRIBED AND PLATTED PROPERTY, AND I DO HEREBY CERTIFY THAT I SUBDIVIDED SAID PROPERTY AS INDICATED BY THIS INSTRUMENT. I DO HEREBY DEDICATE TO THE CITY OF LEWISTON. ALL STREETS AND ALLEYS AND PUBLIC EASEMENTS SHOWN AND NOTED HEREON. I ALSO DO HEREBY CERTIFY THAT ALL OF THE LOTS IN THIS PLAT WILL BE ELIGIBLE TO RECEIVE WATER SERVICE FROM THE LEWISTON ORCHARDS IRRIGATION DISTRICT, WHO HAS AGREED IN WRITING TO SERVE ALL OF THE LOTS.

REUBEN L. RUSSELL (REGISTERED AGENT FOR RUSSELL PROPERTIES, LLC)

ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED REUBEN L. RUSSELL, KNOWN OR IDENTIFIED BY ME TO BE THE PERSON WHO EXECUTED THE FOREGOING OWNERS CERTIFICATE, A FREE AND VOLUNTARY ACT.

IN WITNESS THEREOF, THIS_____DAY OF_____20_____,
I SET MY HAND AND AFFIX MY SEAL.

NOTARY PUBLIC, IN AND FOR THE SAID STATE

RESIDING AT

MY COMMISSION EXPIRES

© 2024, Cuddy & Associates

RECORDER'S CERTIFICATE

STATE OF IDAHO } SS
COUNTY OF NEZ PERCE

FILED FOR RECORD _____ AT ____:_____ ____M.

AT THE REQUEST OF _____

COUNTY RECORDER

BY _____ DEPUTY

FEES $ _____

INSTRUMENT NUMBER: _____

SURVEYOR'S CERTIFICATE

BEING A REGISTERED SURVEYOR, I BRADLEY C. CUDDY DO HEREBY CERTIFY THAT THIS RECORD OF SURVEY HEREON SHOWN IS ACCURATE AND CORRECT AND WAS COMPILED FROM THE NOTES OF AN ACTUAL SURVEY MADE BY ME AND UNDER MY DIRECTION IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO AND AT THE REQUEST OF REUBEN RUSSELL.

Bradley C Cuddy 5/1/2025
BRADLEY C. CUDDY, PLS 9165 DATE

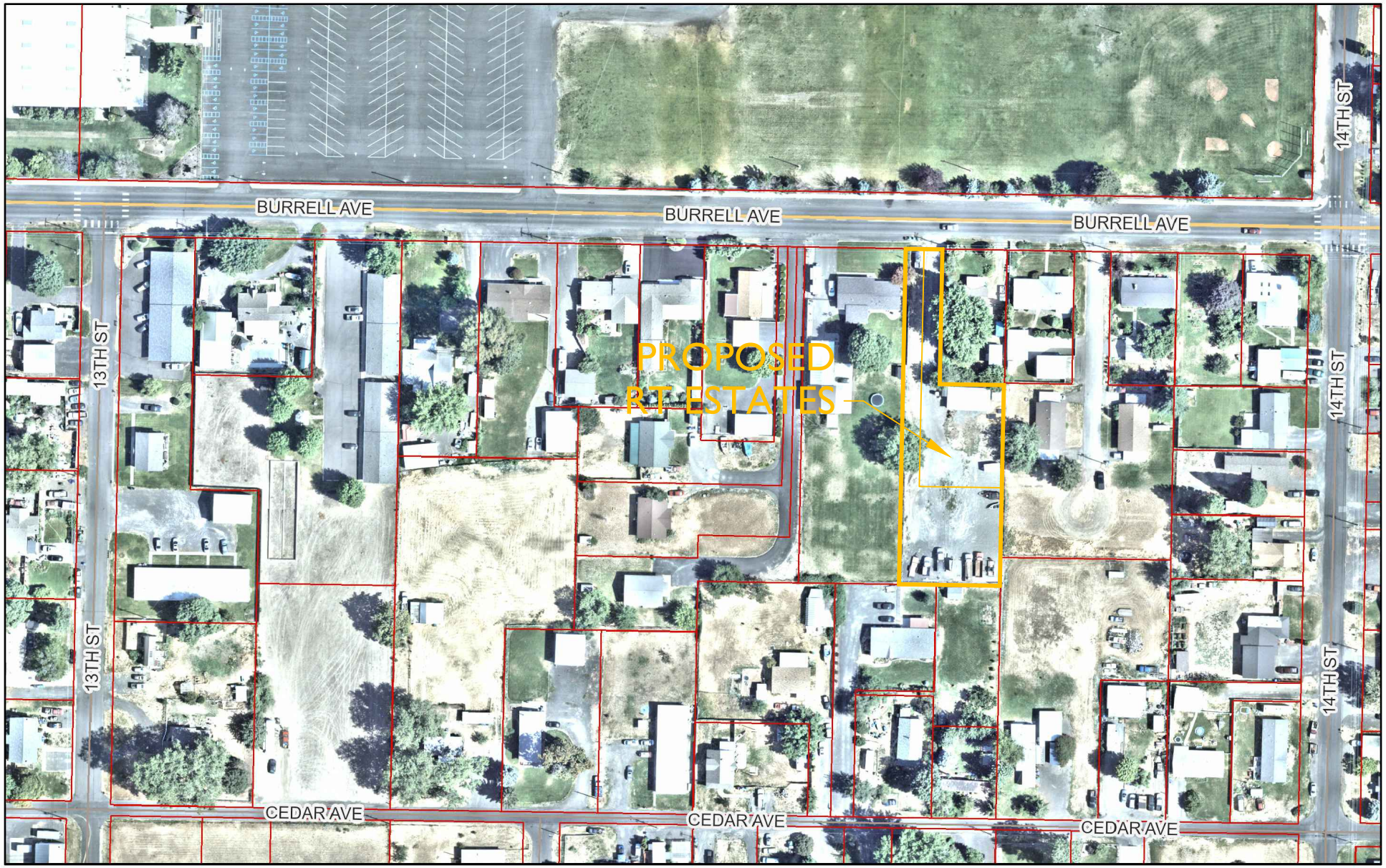
PROFESSIONAL LAND SURVEYOR REGISTERED 9165 STATE OF IDAHO BRADLEY C. CUDDY

DOCUMENTS PREPARED WITH THIS SURVEY

CUDDY & ASSOCIATES, Inc.
Licensed Surveyors
13950 Highway 12
Orofino, ID 83544
(208)476-4848
bradcuddy@cuddyassociates.net

PROJECT: Russell, Reuben.dwg	DRAWN BY: JPF
SURVEY COMPLETED: 3/6/2024	CHECKED BY: BCC
FILE LAST MODIFIED: 3/11/2024	SHEET: 3 OF 3
FILE NAME: Russell, Reuben.dwg	
LOCATION: S.16, T.35N., R.5W., B.M., NEZ PERCE CO., ID.	

City of Lewiston



9/16/2025, 12:29:12 PM

1:1,800

0 80 160 320 ft

0 25 50 100 m

Maxar

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

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

I. APPLICATION NUMBER:
SUB25-000003

II. APPLICANT'S NAME AND ADDRESS:
Reuben Russell
1132 Idaho Street
Lewiston ID, 83501

III. IDENTIFICATION AND/OR LOCATION OF SUBJECT PROPERTY:
0.69 Acres of land located at 1328 Burrell Avenue, Lewiston, Idaho.

IV. IDENTIFICATION OF ZONING DISTRICT AND FUTURE LAND USE DESIGNATION OF SUBJECT PROPERTY:
Low Density Residential (R-2A) Zone, Neighborhood Residential

V. DATE OF CONSIDERATION:
September 24, 2025

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

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

VIII. DECISION:
The Lewiston Planning and Zoning Commission recommends **APPROVAL of SUB25-000003 (RT Estates - Preliminary Plat).**

IX. RELEVANT CONTESTED FACTS RELIED UPON:

The relevant contested facts relied upon are:

None.

X. RELEVANT CRITERIA AND STANDARDS:

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

1. The proposed subdivision **will** be in compliance with the intents and purposes of Chapter 32 (Subdivisions) of the Lewiston City Code. Lewiston City Code § 32-2 (Purpose and Intent) states:

   (a) The purpose of this chapter is to provide for the orderly growth and harmonious development of the City of Lewiston, to insure adequate traffic circulation through coordinated street systems with relation to major thoroughfares, adjoining subdivisions, and public facilities; to achieve individual property lots of reasonable utility and livability; to secure adequate provisions for water supply, drainage, sanitary sewerage, and other health requirements; to insure consideration for adequate sites for schools, recreation areas, and other public facilities; to promote the conveyance of land by accurate legal descriptions; and to provide logical procedures for the achievement of this purpose.

   (b) Its interpretation and application, the provisions of this chapter are intended to provide a common ground of understanding and a sound equitable working relationship between the public and private interests to the end that both independent and mutual objectives can be achieved in the subdivision of land. Applicable commentary:

   The RT Estates preliminary plat proposes to subdivide approximately 0.69 acres of land into 2 residential lots. The RT Estates subdivision is located on the south side of Burrell Avenue between 13th Street and 14th Street. The property is currently undeveloped and is being used by the applicant for equipment storage. The existing lot is already configured as a flag lot, but the existing dimensions are large enough to allow the existing lot to be split into two lots that still meet the minimum standards for flag lots, contained in Section 37-124 of City Code. Each of the lots will have its own 20' wide flagpole access out to Burrell Avenue, but the applicant proposes to create a shared driveway with reciprocal easements to provide general, and fire apparatus access to the lots. Due to the depth of the proposed flag lots, a Fire Apparatus Access turn-around conforming to the requirements established in the Lewiston Fire Department's Standard Operating Procedure #906, will be required to be constructed at the south end of the shared access driveway. The City Fire Marshal has also noted that any structure constructed on Lot 2 will need to be placed so that no point of the structure (SE corner) is in excess of 600' from the existing fire hydrant along Burrell Avenue. Frontage improvements along Burrell Avenue are required to be satisfied by constructing curb, gutter, and sidewalk with asphalt patch-back, or by payment of a Fee-in-Lieu-of construction at the applicant's discretion. The proposed subdivision is located in the Lewiston Orchards Irrigation District, and the Central Orchards Sewer District, and the utility districts have indicated their intent to provide service for the proposed lots. Avista Utilities, CenturyLink/Lumen Technologies, and Sparklight have also confirmed their intent to provide utility service.

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

   The proposed plat adheres to the requirements for the R-2A Zone which were established to promote the orderly development of the city according to the comprehensive plan; to conserve and stabilize the value of property; and otherwise to promote the public health, safety, and general welfare.

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

   The proposed subdivision was reviewed by the City of Lewiston Community Development Department, and Community Development staff confirmed that the proposed subdivision is in compliance with applicable standards contained in Chapter 37 of Lewiston City Code, and meets the lot configuration requirements for lot width, lot depth, and lot size as established for the applicable R-2A zone.

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

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

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

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

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

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

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

   The plat was reviewed by the City Surveyor and Public Works staff under the direction of the City Engineer, and Public Works staff determined that the preliminary plat contained the information required by Section 32.20 of the City Subdivision Code.

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

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

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

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

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

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

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

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

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

    No new streets are proposed or required for this proposed subdivision plat.

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

Not applicable.

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

Not applicable.

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

By: _____
Signature of Planning and Zoning Commission Chair or Vice Chair or Acting Chair

Printed: Gabe Jacobsen

Date of Signature: 9/24/25

ATTEST: _____
Dawn Ortiz, Community Development Specialist

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

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

I. APPLICATION NUMBER:
SUB25-000003

II. APPLICANT'S NAME AND ADDRESS:
Reuben Russell
1132 Idaho Street
Lewiston ID, 83501

III. IDENTIFICATION AND/OR LOCATION OF SUBJECT PROPERTY:
0.69 Acres of land located at 1328 Burrell Avenue, Lewiston, Idaho.

IV. IDENTIFICATION OF ZONING DISTRICT AND FUTURE LAND USE DESIGNATION OF SUBJECT PROPERTY:
Low Density Residential (R-2A) Zone, Neighborhood Residential

V. DATE OF CONSIDERATION:
October 13, 2025

VI. NAME OF GOVERNING BODY:
Lewiston City Council

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

VIII. DECISION:
The Lewiston City Council **APPROVES SUB25-000003 (RT Estates, Preliminary Plat).**

IX. RELEVANT CONTESTED FACTS RELIED UPON:

The relevant contested facts relied upon are:

None.

X. RELEVANT CRITERIA AND STANDARDS:

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

1. The proposed subdivision **will** be in compliance with the intents and purposes of Chapter 32 (Subdivisions) of the Lewiston City Code. Lewiston City Code § 32-2 (Purpose and Intent) states:

   (a) The purpose of this chapter is to provide for the orderly growth and harmonious development of the City of Lewiston, to insure adequate traffic circulation through coordinated street systems with relation to major thoroughfares, adjoining subdivisions, and public facilities; to achieve individual property lots of reasonable utility and livability; to secure adequate provisions for water supply, drainage, sanitary sewerage, and other health requirements; to insure consideration for adequate sites for schools, recreation areas, and other public facilities; to promote the conveyance of land by accurate legal descriptions; and to provide logical procedures for the achievement of this purpose.

   (b) Its interpretation and application, the provisions of this chapter are intended to provide a common ground of understanding and a sound equitable working relationship between the public and private interests to the end that both independent and mutual objectives can be achieved in the subdivision of land. Applicable commentary:

   The RT Estates preliminary plat proposes to subdivide approximately 0.69 acres of land into 2 residential lots. The RT Estates subdivision is located on the south side of Burrell Avenue between 13th Street and 14th Street. The property is currently undeveloped and is being used by the applicant for equipment storage. The existing lot is already configured as a flag lot, but the existing dimensions are large enough to allow the existing lot to be split into two lots that still meet the minimum standards for flag lots, contained in Section 37-124 of City Code. Each of the lots will have its own 20' wide flagpole access out to Burrell Avenue, but the applicant proposes to create a shared driveway with reciprocal easements to provide general, and fire apparatus access to the lots. Due to the depth of the proposed flag lots, a Fire Apparatus Access turn-around conforming to the requirements established in the Lewiston Fire Department's Standard Operating Procedure #906, will be required to be constructed at the south end of the shared access driveway. The City Fire Marshal has also noted that any structure constructed on Lot 2 will need to be placed so that no point of the structure (SE corner) is in excess of 600' from the existing fire hydrant along Burrell Avenue. Frontage improvements along Burrell Avenue are required to be satisfied by constructing curb, gutter, and sidewalk with asphalt patch-back, or by payment of a Fee-in-Lieu-of construction at the applicant's discretion. The proposed subdivision is located in the Lewiston Orchards Irrigation District, and the Central Orchards Sewer District, and the utility districts have indicated their intent to provide service for the proposed lots. Avista Utilities, CenturyLink/Lumen Technologies, and Sparklight have also confirmed their intent to provide utility service.

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

   The proposed plat adheres to the requirements for the R-2A Zone which were established to promote the orderly development of the city according to the comprehensive plan; to conserve and stabilize the value of property; and otherwise to promote the public health, safety, and general welfare.

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

   The proposed subdivision was reviewed by the City of Lewiston Community Development Department, and Community Development staff confirmed that the proposed subdivision is in compliance with applicable standards contained in Chapter 37 of Lewiston City Code, and meets the lot configuration requirements for lot width, lot depth, and lot size as established for the applicable R-2A zone.

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

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

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

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

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

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

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

   The plat was reviewed by the City Surveyor and Public Works staff under the direction of the City Engineer, and Public Works staff determined that the preliminary plat contained the information required by Section 32.20 of the City Subdivision Code.

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

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

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

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

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

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

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

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

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

    No new streets are proposed or required for this proposed subdivision plat.

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

Not applicable.

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

Not applicable.

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

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

By: _____
Daniel G. Johnson, Mayor

Date of Signature: _____

ATTEST: _____
Tanya M. Brocke, City Clerk

SERVICES AGREEMENT BETWEEN THE CITY OF LEWISTON AND BOYS AND GIRLS CLUBS OF THE LEWIS CLARK VALLEY, INC.

THIS SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Lewiston, an Idaho municipal corporation ("City"), and Boys and Girls Clubs of the Lewis Clark Valley, Inc., an Idaho nonprofit corporation located at 1021 Burrell Avenue, Lewiston, Idaho ("Service Provider"). City and Service Provider may also individually be referred to as "Party" or collectively as "Parties."

WHEREAS, pursuant to Idaho Code § 50-303, City is empowered to create, purchase, operate, and maintain recreation and cultural facilities and activities within or outside of City's limits;

WHEREAS, pursuant to Idaho Code §§ 50-301 and 50-302, City is authorized to contract and to make all resolutions not inconsistent with the laws of the State of Idaho as may be expedient to maintain the peace, good government, and welfare of the City and its trade, commerce, and industry;

WHEREAS, Service Provider currently operates the Boys & Girls Club of the Lewis Clark Valley and, thereby, provides recreational and cultural facilities and activities that benefit the public;

WHEREAS, in order to provide recreational and cultural facilities and activities to the residents of City and to allocate City resources judiciously, City desires Service Provider to continue operation of the Boys & Girls Club of the Lewis Clark Valley, as well as assisting with implementing applicable, long-term strategies identified in City's Strategic Plan; and

WHEREAS, Service Provider desires to provide such cultural facilities and activities on behalf of City.

NOW, ~~THERFORE~~THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is hereby agreed to and stipulated by and between City and Service Provider as follows:

I.

DUTIES OF SERVICE PROVIDER

A. SERVICES: Service Provider shall:

1. Organize various recreational and cultural activities in which the eligible youth of the City of Lewiston may participate, including, but not limited to, soccer, basketball, flag football, and dance;
2. Allow all eligible youth from the City of Lewiston desiring to participate in such recreational and cultural activities to do so, regardless of ability to pay any fees or charges normally associated with such activities; and
3. Assist with implementing applicable, long-term strategies identified in City's Strategic Plan,

(collectively "Services"). All Services funded by City monies shall benefit the general public. Service Provider shall not, in any case, use the funds provided by City for private purposes. Recreational and cultural activities funded by City shall not benefit specific private individuals, corporations, or associations, whether a profit motive is involved or not.

B. REGULAR PROGRESS ~~BI-MONTHLY~~ MEETINGS: Service Provider shall meet with City's Mayor every other month, beginning the month after this Agreement is signed, to discuss how City funds are being utilized and to inform City of upcoming events and projects related to this Agreement.

C. ANNUAL ACCOUNTING: Service Provider shall provide an oral presentation and supporting documentation to the City Council describing activities financed to date with City funds by May ~~5, 2025~~4, 2026. Additionally, Service Provider shall provide a written report to City by June 30, ~~2025~~ 2026 detailing how City funds were utilized recreational and cultural activities in accordance with this Agreement.

D. INDEPENDENT CONTRACTOR: The Parties agree that Service Provider is an independent contractor with no employment relationship with City.

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

F. CONTRACTING AUTHORITY: Service Provider warrants that the signatory to this Agreement has the authority to fully bind Service Provider to enter into and be obligated to perform the duties set forth herein.

G. INSURANCE: Service Provider, at its sole expense, shall procure and maintain in full force and effect insurance in accordance with the requirements set forth in Exhibit A, attached hereto and incorporated herein.

H. INDEMNIFICATION: Service Provider shall defend, indemnify, and hold City, its officers, agents, and employees harmless for all claims, losses, actions, damages, judgments, costs, expenses, and/or injuries to persons or property arising out of or in connection with any activities, acts, or omissions of Service Provider, its officers, agents or employees. In the event City is alleged to be liable on account of any activities, acts, or omissions of Service Provider, its officers, agents or employees, then Service Provider shall defend such allegations through counsel chosen by Service Provider, and Service Provider shall bear all costs, fees, and expenses of such defense, including, but not limited to, all attorney fees and expenses, court costs, and expert witness fees and expenses. This duty shall survive the termination or expiration of this Agreement.

II.

DUTIES OF CITY

A. PAYMENT: City agrees to pay Service Provider up to the total sum of Eighteen Thousand Dollars ($18,000). City shall pay Service Provider within thirty (30) days from receipt of

invoice from Service Provider, unless other arrangements are made. All Services funded by City shall be for public purposes only.

B. DISBURSEMENT SCHEDULE: The total funding amount specified in this agreement shall not be disbursed as a lump sum. Instead, disbursements will be made according to the following schedule:

1. An initial payment of 25% of the total funding will be made upon approval of this Agreement;
2. A subsequent payment of 50% will be made upon the submission and approval of satisfactory progress reports and/or financial statements, demonstrating appropriate use of the funds.
3. The final 25% of the total funding will be disbursed upon submission and approval of the written report referenced in Section I. C. of this Agreement.

Disbursements are conditional upon compliance with all terms of this Agreement. The City reserves the right to withhold any payment if the Service Provider fails to meet these conditions or if the funding has not been used in accordance with the terms of this Agreement.

III.

GENERAL PROVISIONS

A. TERM AND RENEWAL: The term of this Agreement shall be from October 1, ~~2024~~ 2025 through September 30, ~~2025~~2026.

B. TERMINATION: City may terminate this Agreement, with or without cause, upon thirty (30) days' written notice to Service Provider.

C. NOTICES: All notices required to be given pursuant to this Agreement shall be in writing and shall be deemed delivered immediately if hand-delivered or forty-eight (48) hours after

depositing the same in the U.S. mail, certified or registered, postage prepaid, addressed to the respective addresses set forth below:

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

Service Provider: Boys and Girls Clubs of the Lewis Clark Valley, Inc.
Executive Director
1021 Burrell Avenue
Lewiston, Idaho 83501

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

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

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

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

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

I. STATE OF IDAHO REQUIREMENTS: ~~The following provisions are required by the State of Idaho. The inclusion of these provisions in this Agreement does not indicate City's support or opposition to these provisions nor agreement by City that these clauses are relevant to the~~

Formatted: No underline

~~subject matter of this Agreement. Rather, these provisions are included solely to comply with the laws of the State of Idaho.~~

~~1. CONTRACT WITH COMPANY OWNED OR OPERATED BY THE GOVERNMENT OF CHINA PROHIBITED: If this Agreement is to acquire or dispose of services, supplies, information technology, or construction, then, pursuant to Idaho Code § 67-2359, Service Provider certifies that Service Provider is not a company currently owned or operated by the government of China and will not for the duration of this Agreement be owned or operated by the government of China. The terms "company" and "government of China" shall have the meanings ascribed to them in Idaho Code § 67-2359.~~

~~NO PUBLIC FUNDS FOR ABORTION ACT: Pursuant to Idaho Code § 18-8703, Service Provider certifies that it is not, and will not for the duration of this Agreement become, an abortion provider or an affiliate of an abortion provider, as those terms are defined in the "No Public Funds for Abortion Act," Idaho Code §§ 18-8701 et seq.~~ The following provisions are required by the State of Idaho. The inclusion of these provisions in this Agreement does not indicate City's support or opposition to these provisions nor agreement by City that these clauses are relevant to the subject matter of this Agreement. Rather, these provisions are included solely to comply with the laws of the State of Idaho. Pursuant to Idaho Code §§ 18-8703, 67-2346, 67-2347A, and 67-2359, ~~Contractor~~ Service Provider certifies:

1. It is not and will not for the duration of the Agreement be an abortion provider or affiliate abortion provider as those terms are defined in Idaho Code § 18-8702;
2. It is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of goods or services from Israel or territories under its control;
3. It is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of any individual or company because the individual or company

Formatted: No bullets or numbering

Formatted: Strikethrough

a. engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture, or

b. engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § 18-3302(2)(d);

4. It is not currently owned or operated by the government of China and will not for the duration of the Agreement be owned or operated by the government of China; and

5. It will not assign or seek to assign the Agreement to a person who operates in violation of these statutes.

~~2.~~ The City may immediately terminate the Agreement at its convenience upon receipt of information ~~Contractor~~ Service Provider is in violation of the terms of this section. Pursuant to Idaho Code section 67-2347, the City certifies that this Agreement was not awarded based on environmental, social, and governance standards. The terms in this section defined in Idaho Code section 67-2347 shall have the meaning defined therein.

Formatted: No bullets or numbering, Tab stops: 3", Centered + 6", Right

Formatted: Strikethrough

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

DATED this _____ day of _____ ~~2024~~2025.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

_____
Tanya M. Brocke, City Clerk

DATED this _____ day of _____ ~~2024~~2025.

BOYS AND GIRLS CLUBS OF THE LEWIS CLARK VALLEY, INC.

_____

By: _____

Title: Executive Director

and

_____

By: _____

Title: President

Notary page to follow

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

On this _____ day of _____ ~~2024~~2025, before me, a Notary Public, personally appeared _____, known or identified to me as the Executive Director of Boys and Girls Clubs of the Lewis Clark Valley, Inc. and stated he or she has the authority to execute this instrument on behalf of Boys and Girls Clubs of the Lewis Clark Valley, Inc., and did execute this instrument on behalf of ~~Boys and Girls Clubs of the Lewis Clark Valley, Inc~~the same.

_____
Notary Public for the State of Idaho
Commission Expires _____

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

On this _____ day of _____ ~~2024~~2025, before me, a Notary Public, personally appeared _____, known or identified to me as the President of Boys and Girls Clubs of the Lewis Clark Valley, Inc. and stated he or she has the authority to execute this instrument on behalf of Boys and Girls Clubs of the Lewis Clark Valley, Inc., and did execute this instrument on behalf of ~~Boys and Girls Clubs of the Lewis Clark Valley, Inc~~the same.

_____
Notary Public for the State of Idaho
Commission Expires _____

EXHIBIT A

INSURANCE

A. Service Provider, at its sole expense, shall procure and maintain in full force and effect insurance written by an insurance company or companies with AM Best's rating(s) of A VIII or better. All insurance companies must be authorized to do business in the State of Idaho. By requiring insurance herein, City does not represent that coverage and limits are necessarily adequate to protect Service Provider, and such coverage and limits shall not be deemed as a limitation on Service Provider's liability under the indemnities granted to City in this Agreement.

B. Certificates of Insurance and additional insured, primary and non-contributory, and waiver of subrogation endorsements evidencing the coverages required herein and endorsements required herein shall be provided to City upon request. All certificates must be signed by an authorized representative of Service Provider's Insurance carrier. Renewal certificates must be provided to City a minimum of five (5) days prior to the effective date of the renewal.

C. Upon request, Certificates of Insurance shall be mailed to:
City of Lewiston
Purchasing Division
P.O. Box 617
Lewiston, Idaho 83501

D. Certificates must evidence the following minimum coverages:

1. WORKERS' COMPENSATION insurance meeting the statutory requirements of the State of Idaho, if applicable.

2. EMPLOYERS' LIABILITY insurance, if applicable, providing limits of liability in the following amounts:

Bodily Injury by Accident:	$100,000 each accident
Bodily Injury by Disease:	$500,000 policy limit
Bodily Injury by Disease:	$100,000 each employee

3. COMMERCIAL GENERAL LIABILITY insurance, if applicable, providing limits of liability in the following amounts:

General Aggregate:	$1,000,000
Product/Completed Operations Aggregate:	$1,000,000
Personal & Advertising Injury Liability:	$1,000,000
Per Occurrence:	$1,000,000
Fire Legal Liability:	$ 50,000

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

another assumed in a contract). City and its elected officials, agents, employees, successors and assigns shall be included as Additional Insureds under the CGL using ISO endorsement CG 20 10. The Additional Insured endorsement CG 20 10, or its equivalent, must be provided with the certificate of insurance.

E. Service Provider shall keep the insurance policy in effect as long as this Agreement is in effect.

F. Service Provider shall notify or require insurer to notify City at least fifteen (15) days prior to cancellation, non-renewal, or limitation in scope or coverage of Service Provider's policy.

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

SERVICES AGREEMENT BETWEEN THE CITY OF LEWISTON AND BOYS AND GIRLS CLUBS OF THE LEWIS CLARK VALLEY, INC.

THIS SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Lewiston, an Idaho municipal corporation ("City"), and Boys and Girls Clubs of the Lewis Clark Valley, Inc., an Idaho nonprofit corporation located at 1021 Burrell Avenue, Lewiston, Idaho ("Service Provider"). City and Service Provider may also individually be referred to as "Party" or collectively as "Parties."

WHEREAS, pursuant to Idaho Code § 50-303, City is empowered to create, purchase, operate, and maintain recreation and cultural facilities and activities within or outside of City's limits;

WHEREAS, pursuant to Idaho Code §§ 50-301 and 50-302, City is authorized to contract and to make all resolutions not inconsistent with the laws of the State of Idaho as may be expedient to maintain the peace, good government, and welfare of the City and its trade, commerce, and industry;

WHEREAS, Service Provider currently operates the Boys & Girls Club of the Lewis Clark Valley and, thereby, provides recreational and cultural facilities and activities that benefit the public;

WHEREAS, in order to provide recreational and cultural facilities and activities to the residents of City and to allocate City resources judiciously, City desires Service Provider to continue operation of the Boys & Girls Club of the Lewis Clark Valley, as well as assisting with implementing applicable, long-term strategies identified in City's Strategic Plan; and

WHEREAS, Service Provider desires to provide such cultural facilities and activities on behalf of City.

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

I.

DUTIES OF SERVICE PROVIDER

A. SERVICES: Service Provider shall:

1. Organize various recreational and cultural activities in which the eligible youth of the City of Lewiston may participate, including, but not limited to, soccer, basketball, flag football, and dance;
2. Allow all eligible youth from the City of Lewiston desiring to participate in such recreational and cultural activities to do so, regardless of ability to pay any fees or charges normally associated with such activities; and
3. Assist with implementing applicable, long-term strategies identified in City's Strategic Plan,

(collectively "Services"). All Services funded by City monies shall benefit the general public. Service Provider shall not, in any case, use the funds provided by City for private purposes. Recreational and cultural activities funded by City shall not benefit specific private individuals, corporations, or associations, whether a profit motive is involved or not.

B. REGULAR PROGRESS MEETINGS: Service Provider shall meet with City's Mayor every other month, beginning the month after this Agreement is signed, to discuss how City funds are being utilized and to inform City of upcoming events and projects related to this Agreement.

C. ANNUAL ACCOUNTING: Service Provider shall provide an oral presentation and supporting documentation to the City Council describing activities financed to date with City funds by May 4, 2026. Additionally, Service Provider shall provide a written report to City by June 30, 2026 detailing how City funds were utilized recreational and cultural activities in accordance with this Agreement.

D. INDEPENDENT CONTRACTOR: The Parties agree that Service Provider is an independent contractor with no employment relationship with City.

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

F. CONTRACTING AUTHORITY: Service Provider warrants that the signatory to this Agreement has the authority to fully bind Service Provider to enter into and be obligated to perform the duties set forth herein.

G. INSURANCE: Service Provider, at its sole expense, shall procure and maintain in full force and effect insurance in accordance with the requirements set forth in Exhibit A, attached hereto and incorporated herein.

H. INDEMNIFICATION: Service Provider shall defend, indemnify, and hold City, its officers, agents, and employees harmless for all claims, losses, actions, damages, judgments, costs, expenses, and/or injuries to persons or property arising out of or in connection with any activities, acts, or omissions of Service Provider, its officers, agents or employees. In the event City is alleged to be liable on account of any activities, acts, or omissions of Service Provider, its officers, agents or employees, then Service Provider shall defend such allegations through counsel chosen by Service Provider, and Service Provider shall bear all costs, fees, and expenses of such defense, including, but not limited to, all attorney fees and expenses, court costs, and expert witness fees and expenses. This duty shall survive the termination or expiration of this Agreement.

II.

DUTIES OF CITY

A. PAYMENT: City agrees to pay Service Provider up to the total sum of Eighteen Thousand Dollars ($18,000). City shall pay Service Provider within thirty (30) days from receipt of

invoice from Service Provider, unless other arrangements are made. All Services funded by City shall be for public purposes only.

B. DISBURSEMENT SCHEDULE: The total funding amount specified in this agreement shall not be disbursed as a lump sum. Instead, disbursements will be made according to the following schedule:

1. An initial payment of 25% of the total funding will be made upon approval of this Agreement;
2. A subsequent payment of 50% will be made upon the submission and approval of satisfactory progress reports and/or financial statements, demonstrating appropriate use of the funds.
3. The final 25% of the total funding will be disbursed upon submission and approval of the written report referenced in Section I. C. of this Agreement.

Disbursements are conditional upon compliance with all terms of this Agreement. The City reserves the right to withhold any payment if the Service Provider fails to meet these conditions or if the funding has not been used in accordance with the terms of this Agreement.

III.

GENERAL PROVISIONS

A. TERM AND RENEWAL: The term of this Agreement shall be from October 1, 2025 through September 30, 2026.

B. TERMINATION: City may terminate this Agreement, with or without cause, upon thirty (30) days' written notice to Service Provider.

C. NOTICES: All notices required to be given pursuant to this Agreement shall be in writing and shall be deemed delivered immediately if hand-delivered or forty-eight (48) hours after

depositing the same in the U.S. mail, certified or registered, postage prepaid, addressed to the respective addresses set forth below:

City:	City of Lewiston City Clerk P.O. Box 617 Lewiston, Idaho 83501
Service Provider:	Boys and Girls Clubs of the Lewis Clark Valley, Inc. Executive Director 1021 Burrell Avenue Lewiston, Idaho 83501

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

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

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

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

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

I. STATE OF IDAHO REQUIREMENTS: The following provisions are required by the State of Idaho. The inclusion of these provisions in this Agreement does not indicate City's support or opposition to these provisions nor agreement by City that these clauses are relevant to the

subject matter of this Agreement. Rather, these provisions are included solely to comply with the laws of the State of Idaho. Pursuant to Idaho Code §§ 18-8703, 67-2346, 67-2347A, and 67-2359, Service Provider certifies:

1. It is not and will not for the duration of the Agreement be an abortion provider or affiliate abortion provider as those terms are defined in Idaho Code § 18-8702;
2. It is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of goods or services from Israel or territories under its control;
3. It is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of any individual or company because the individual or company
    a. engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture, or
    b. engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § 18-3302(2)(d);
4. It is not currently owned or operated by the government of China and will not for the duration of the Agreement be owned or operated by the government of China; and
5. It will not assign or seek to assign the Agreement to a person who operates in violation of these statutes.

The City may immediately terminate the Agreement at its convenience upon receipt of information Service Provider is in violation of the terms of this section. Pursuant to Idaho Code section 67-2347, the City certifies that this Agreement was not awarded based on environmental, social, and governance standards. The terms in this section defined in Idaho Code section 67-2347 shall have the meaning defined therein.

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

DATED this _____ day of _____ 2025.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

_____
Tanya M. Brocke, City Clerk

DATED this _____ day of _____ 2025.

BOYS AND GIRLS CLUBS OF THE LEWIS CLARK VALLEY, INC.

_____

By: _____

Title: Executive Director

and

_____

By: _____

Title: President

Notary page to follow

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

On this _____ day of _____ 2025, before me, a Notary Public, personally appeared _____, known or identified to me as the Executive Director of Boys and Girls Clubs of the Lewis Clark Valley, Inc. and stated he or she has the authority to execute this instrument on behalf of Boys and Girls Clubs of the Lewis Clark Valley, Inc., and did execute this instrument on behalf of the same.

_____
Notary Public for the State of Idaho
Commission Expires _____

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

On this _____ day of _____ 2025, before me, a Notary Public, personally appeared _____, known or identified to me as the President of Boys and Girls Clubs of the Lewis Clark Valley, Inc. and stated he or she has the authority to execute this instrument on behalf of Boys and Girls Clubs of the Lewis Clark Valley, Inc., and did execute this instrument on behalf of the same.

_____
Notary Public for the State of Idaho
Commission Expires _____

EXHIBIT A

INSURANCE

A. Service Provider, at its sole expense, shall procure and maintain in full force and effect insurance written by an insurance company or companies with AM Best's rating(s) of A VIII or better. All insurance companies must be authorized to do business in the State of Idaho. By requiring insurance herein, City does not represent that coverage and limits are necessarily adequate to protect Service Provider, and such coverage and limits shall not be deemed as a limitation on Service Provider's liability under the indemnities granted to City in this Agreement.

B. Certificates of Insurance and additional insured, primary and non-contributory, and waiver of subrogation endorsements evidencing the coverages required herein and endorsements required herein shall be provided to City upon request. All certificates must be signed by an authorized representative of Service Provider's Insurance carrier. Renewal certificates must be provided to City a minimum of five (5) days prior to the effective date of the renewal.

C. Upon request, Certificates of Insurance shall be mailed to:
City of Lewiston
Purchasing Division
P.O. Box 617
Lewiston, Idaho 83501

D. Certificates must evidence the following minimum coverages:

1. WORKERS' COMPENSATION insurance meeting the statutory requirements of the State of Idaho, if applicable.

2. EMPLOYERS' LIABILITY insurance, if applicable, providing limits of liability in the following amounts:

Bodily Injury by Accident:	$100,000 each accident
Bodily Injury by Disease:	$500,000 policy limit
Bodily Injury by Disease:	$100,000 each employee

3. COMMERCIAL GENERAL LIABILITY insurance, if applicable, providing limits of liability in the following amounts:

General Aggregate:	$1,000,000
Product/Completed Operations Aggregate:	$1,000,000
Personal & Advertising Injury Liability:	$1,000,000
Per Occurrence:	$1,000,000
Fire Legal Liability:	$ 50,000

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

another assumed in a contract). City and its elected officials, agents, employees, successors and assigns shall be included as Additional Insureds under the CGL using ISO endorsement CG 20 10. The Additional Insured endorsement CG 20 10, or its equivalent, must be provided with the certificate of insurance.

E. Service Provider shall keep the insurance policy in effect as long as this Agreement is in effect.

F. Service Provider shall notify or require insurer to notify City at least fifteen (15) days prior to cancellation, non-renewal, or limitation in scope or coverage of Service Provider's policy.

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

SERVICES AGREEMENT BETWEEN THE CITY OF LEWISTON AND LEWISTON CIVIC THEATER, INC.

THIS SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Lewiston, an Idaho municipal corporation ("City"), and Lewiston Civic Theater, Inc., an Idaho nonprofit corporation located at P.O. BOX 1697, Lewiston, Idaho ("Service Provider"). City and Service Provider may also individually be referred to as "Party" or collectively as "Parties."

WHEREAS, City is authorized by various Idaho laws to conduct economic development activities, including the Local Economic Development Act, Idaho Code §§ 50-2901 *et seq.*; the Business Improvement Districts Act, Idaho Code §§ 50-2601 *et seq.*; and the Local Land Use Planning Act, Idaho Code §§ 67-6501 *et seq.*;

WHEREAS, pursuant to Idaho Code §§ 50-301 and 50-302, City is authorized to contract and to make all resolutions not inconsistent with the laws of the State of Idaho as may be expedient to maintain the peace, good government, and welfare of the City and its trade, commerce, and industry;

WHEREAS, Service Provider currently operates the Lewiston Civic Theater and, thereby, provides cultural facilities and activities that benefit the public;

WHEREAS, in order to provide cultural facilities and activities to the residents of City and to allocate City resources judiciously, City desires Service Provider to continue operation of the Lewiston Civic Theater, as well as assisting with implementing applicable, long-term strategies identified in City's Strategic Plan; and

WHEREAS, Service Provider desires to perform such cultural services and activities on behalf of City.

NOW, ~~THERFORE~~THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is hereby agreed to and stipulated by and between City and Service Provider as follows:

I.

DUTIES OF SERVICE PROVIDER

A. SERVICES: Service Provider shall:

1. Organize various community theatre productions and support of local events;
2. Organize youth programs and education; and
3. Assist with implementing applicable, long-term strategies identified in City's Strategic Plan,

(collectively "Services"). All Services funded by City monies shall benefit the general public. Service Provider shall not, in any case, use the funds provided by City for private purposes. Recreational and cultural activities funded by City shall not benefit specific private individuals, corporations, or associations, whether a profit motive is involved or not.

B. REGULAR PROGRESS ~~BI-MONTHLY~~ MEETINGS: Service Provider shall meet with City's Mayor every other month, beginning the month after this Agreement is signed, to discuss how City funds are being utilized and to inform City of upcoming events and projects related to this Agreement.

C. ANNUAL ACCOUNTING: Service Provider shall provide an oral presentation and supporting documentation to the City Council describing activities financed to date with City funds by May ~~5, 2025~~4, 2026. Additionally, Service Provider shall provide a written report to City by June 30, ~~2025~~ 2026 detailing how City funds were utilized for recreational and cultural activities in accordance with this Agreement.

D. INDEPENDENT CONTRACTOR: The Parties agree that Service Provider is an independent contractor with no employment relationship with City.

Formatted: Line spacing: Double

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

F. CONTRACTING AUTHORITY: Service Provider warrants that the signatory to this Agreement has the authority to fully bind Service Provider to enter into and be obligated to perform the duties set forth herein.

G. INSURANCE: Service Provider, at its sole expense, shall procure and maintain in full force and effect insurance in accordance with the requirements set forth in Exhibit A, attached hereto and incorporated herein.

H. INDEMNIFICATION: Service Provider shall defend, indemnify, and hold City, its officers, agents, and employees harmless for all claims, losses, actions, damages, judgments, costs, expenses, and/or injuries to persons or property arising out of or in connection with any activities, acts, or omissions of Service Provider, its officers, agents or employees. In the event City is alleged to be liable on account of any activities, acts, or omissions of Service Provider, its officers, agents or employees, then Service Provider shall defend such allegations through counsel chosen by Service Provider, and Service Provider shall bear all costs, fees, and expenses of such defense, including, but not limited to, all attorney fees and expenses, court costs, and expert witness fees and expenses. This duty shall survive the termination or expiration of this Agreement.

II.

DUTIES OF CITY

A. PAYMENT: City agrees to pay Service Provider up to the total sum of Thirty Thousand Dollars ($30,000). City shall pay Service Provider within thirty (30) days from receipt of invoice from Service Provider, unless other arrangements are made. All Services funded by City shall be for public purposes only.

B. DISBURSEMENT SCHEDULE: The total funding amount specified in this Agreement shall not be disbursed as a lump sum. Instead, disbursements will be made according to the following schedule:

1. An initial payment of 25% of the total funding will be made upon approval of this Agreement;
2. A subsequent payment of 50% will be made upon the submission and approval of satisfactory progress reports and/or financial statements, demonstrating appropriate use of the funds.
3. The final 25% of the total funding will be disbursed upon submission and approval of the written report referenced in Section I. C. of this Agreement.

Disbursements are conditional upon compliance with all terms of this Agreement. The City reserves the right to withhold any payment if the Service Provider fails to meet these conditions or if the funding has not been used in accordance with the terms of this Agreement.

III.

GENERAL PROVISIONS

A. TERM AND RENEWAL: The term of this Agreement shall be from October 1, ~~2024~~ 2025 through September 30, ~~2025~~2026.

B. TERMINATION: City may terminate this Agreement, with or without cause, upon thirty (30) days' written notice to Service Provider.

C. NOTICES: All notices required to be given pursuant to this Agreement shall be in writing and shall be deemed delivered immediately if hand-delivered or forty-eight (48) hours after depositing the same in the U.S. mail, certified or registered, postage prepaid, addressed to the respective addresses set forth below:

Formatted: Indent: Left: 0.5", First line: 0.5"

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

Service Provider: Lewiston Civic Theater, Inc.
Executive Director
P.O. Box 1697
Lewiston, Idaho 83501

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

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

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

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

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

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

the laws of the State of Idaho. Pursuant to Idaho Code §§ 18-8703, 67-2346, 67-2347A, and 67-2359, ~~Contractor~~ Service Provider certifies:

1. It is not and will not for the duration of the Agreement be an abortion provider or affiliate abortion provider as those terms are defined in Idaho Code § 18-8702;
2. It is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of goods or services from Israel or territories under its control;
3. It is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of any individual or company because the individual or company
    a. engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture, or
    b. engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § 18-3302(2)(d);
4. It is not currently owned or operated by the government of China and will not for the duration of the Agreement be owned or operated by the government of China; and
5. It will not assign or seek to assign the Agreement to a person who operates in violation of these statutes.

The City may immediately terminate the Agreement at its convenience upon receipt of information ~~Contractor~~ Service Provider is in violation of the terms of this section. Pursuant to Idaho Code section 67-2347, the City certifies that this Agreement was not awarded based on environmental, social, and governance standards. The terms in this section defined in Idaho Code section 67-2347 shall have the meaning defined therein.

Formatted: Strikethrough

Formatted: Tab stops: Not at 3" + 6"

Formatted: Strikethrough

1. ~~CONTRACT WITH COMPANY OWNED OR OPERATED BY THE GOVERNMENT OF CHINA PROHIBITED: If this Agreement is to acquire or dispose of services, supplies, information technology, or construction, then, pursuant to Idaho Code § 67-2359, Service Provider certifies that Service Provider is not a company currently owned or operated by the government of China and will not for the duration of this Agreement be owned or operated by the government of China. The terms "company" and "government of China" shall have the meanings ascribed to them in Idaho Code § 67-2359.~~
2. ~~NO PUBLIC FUNDS FOR ABORTION ACT: Pursuant to Idaho Code § 18-8703, Service Provider certifies that it is not, and will not for the duration of this Agreement become, an abortion provider or an affiliate of an abortion provider, as those terms are defined in the "No Public Funds for Abortion Act," Idaho Code §§ 18-8701 et seq.~~

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

Formatted: Indent: First line: 0.5"

~~*Signature page to follow*~~

Formatted: Indent: Left: 0.5"

DATED this _ day of _____ ~~2024~~2025.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

_____
Tanya M. Brocke, City Clerk

DATED this _____ day of _____ ~~2024~~2025.

LEWISTON CIVIC THEATER, INC.

_____

By: _____

Title: _____

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

On this _____ day of _____ ~~2024~~2025, before me, a Notary Public, personally appeared _____, known or identified to me as the _____ of Lewiston Civic Theater, Inc., and stated he or she has the authority to execute this instrument on behalf of Lewiston Civic Theater, Inc., and did execute this instrument on behalf of ~~Lewiston Civic Theater, Inc~~the same.

_____
Notary Public for the State of Idaho
Commission Expires _____

Formatted: Font: Bold

Formatted: Line spacing: Multiple 1.15 li

Formatted: Font: Bold

Formatted: Font: Bold

Formatted: Font: Bold

Formatted: Font: Bold

EXHIBIT A

INSURANCE

A. Service Provider, at its sole expense, shall procure and maintain in full force and effect insurance written by an insurance company or companies with AM Best's rating(s) of A VIII or better. All insurance companies must be authorized to do business in the State of Idaho. By requiring insurance herein, City does not represent that coverage and limits are necessarily adequate to protect Service Provider, and such coverage and limits shall not be deemed as a limitation on Service Provider's liability under the indemnities granted to City in this Agreement.

B. Certificates of Insurance and additional insured, primary and non-contributory, and waiver of subrogation endorsements evidencing the coverages required herein and endorsements required herein shall be provided to City upon request. All certificates must be signed by an authorized representative of Service Provider's Insurance carrier. Renewal certificates must be provided to City a minimum of five (5) days prior to the effective date of the renewal.

C. Upon request, Certificates of Insurance shall be mailed to:
City of Lewiston
Purchasing Division
P.O. Box 617
Lewiston, Idaho 83501

D. Certificates must evidence the following minimum coverages:

1. WORKERS' COMPENSATION insurance meeting the statutory requirements of the State of Idaho, if applicable.

2. EMPLOYERS' LIABILITY insurance, if applicable, providing limits of liability in the following amounts:

Bodily Injury by Accident:	$100,000 each accident
Bodily Injury by Disease:	$500,000 policy limit
Bodily Injury by Disease:	$100,000 each employee

3. COMMERCIAL GENERAL LIABILITY insurance, if applicable, providing limits of liability in the following amounts:

General Aggregate:	$1,000,000
Product/Completed Operations Aggregate:	$1,000,000
Personal & Advertising Injury Liability:	$1,000,000
Per Occurrence:	$1,000,000
Fire Legal Liability:	$ 50,000

The Commercial General Liability ("CGL") insurance policy shall be written on an "Occurrence" form and shall cover liability arising from premises, operations, independent contractors, products, completed operations, personal injury,

advertising injury, and liability assumed under an insured contract (including tort liability of another assumed in a contract). City and its elected officials, agents, employees, successors and assigns shall be included as Additional Insureds under the CGL using ISO endorsement CG 20 10. The Additional Insured endorsement CG 20 10, or its equivalent, must be provided with the certificate of insurance.

E. Service Provider shall keep the insurance policy in effect as long as this Agreement is in effect.

F. Service Provider shall notify or require insurer to notify City at least fifteen (15) days prior to cancellation, non-renewal, or limitation in scope or coverage of Service Provider's policy.

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

SERVICES AGREEMENT BETWEEN THE CITY OF LEWISTON AND LEWISTON CIVIC THEATER, INC.

THIS SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Lewiston, an Idaho municipal corporation ("City"), and Lewiston Civic Theater, Inc., an Idaho nonprofit corporation located at P.O. BOX 1697, Lewiston, Idaho ("Service Provider"). City and Service Provider may also individually be referred to as "Party" or collectively as "Parties."

WHEREAS, City is authorized by various Idaho laws to conduct economic development activities, including the Local Economic Development Act, Idaho Code §§ 50-2901 *et seq.*; the Business Improvement Districts Act, Idaho Code §§ 50-2601 *et seq.*; and the Local Land Use Planning Act, Idaho Code §§ 67-6501 *et seq.*;

WHEREAS, pursuant to Idaho Code §§ 50-301 and 50-302, City is authorized to contract and to make all resolutions not inconsistent with the laws of the State of Idaho as may be expedient to maintain the peace, good government, and welfare of the City and its trade, commerce, and industry;

WHEREAS, Service Provider currently operates the Lewiston Civic Theater and, thereby, provides cultural facilities and activities that benefit the public;

WHEREAS, in order to provide cultural facilities and activities to the residents of City and to allocate City resources judiciously, City desires Service Provider to continue operation of the Lewiston Civic Theater, as well as assisting with implementing applicable, long-term strategies identified in City's Strategic Plan; and

WHEREAS, Service Provider desires to perform such cultural services and activities on behalf of City.

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

I.

DUTIES OF SERVICE PROVIDER

A. SERVICES: Service Provider shall:

1. Organize various community theatre productions and support of local events;
2. Organize youth programs and education; and
3. Assist with implementing applicable, long-term strategies identified in City's Strategic Plan,

(collectively "Services"). All Services funded by City monies shall benefit the general public. Service Provider shall not, in any case, use the funds provided by City for private purposes. Recreational and cultural activities funded by City shall not benefit specific private individuals, corporations, or associations, whether a profit motive is involved or not.

B. REGULAR PROGRESS MEETINGS: Service Provider shall meet with City's Mayor every other month, beginning the month after this Agreement is signed, to discuss how City funds are being utilized and to inform City of upcoming events and projects related to this Agreement.

C. ANNUAL ACCOUNTING: Service Provider shall provide an oral presentation and supporting documentation to the City Council describing activities financed to date with City funds by May 4, 2026. Additionally, Service Provider shall provide a written report to City by June 30, 2026 detailing how City funds were utilized for recreational and cultural activities in accordance with this Agreement.

D. INDEPENDENT CONTRACTOR: The Parties agree that Service Provider is an independent contractor with no employment relationship with City.

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

F. CONTRACTING AUTHORITY: Service Provider warrants that the signatory to this Agreement has the authority to fully bind Service Provider to enter into and be obligated to perform the duties set forth herein.

G. INSURANCE: Service Provider, at its sole expense, shall procure and maintain in full force and effect insurance in accordance with the requirements set forth in Exhibit A, attached hereto and incorporated herein.

H. INDEMNIFICATION: Service Provider shall defend, indemnify, and hold City, its officers, agents, and employees harmless for all claims, losses, actions, damages, judgments, costs, expenses, and/or injuries to persons or property arising out of or in connection with any activities, acts, or omissions of Service Provider, its officers, agents or employees. In the event City is alleged to be liable on account of any activities, acts, or omissions of Service Provider, its officers, agents or employees, then Service Provider shall defend such allegations through counsel chosen by Service Provider, and Service Provider shall bear all costs, fees, and expenses of such defense, including, but not limited to, all attorney fees and expenses, court costs, and expert witness fees and expenses. This duty shall survive the termination or expiration of this Agreement.

II.

DUTIES OF CITY

A. PAYMENT: City agrees to pay Service Provider up to the total sum of Thirty Thousand Dollars ($30,000). City shall pay Service Provider within thirty (30) days from receipt of invoice from Service Provider, unless other arrangements are made. All Services funded by City shall be for public purposes only.

B. DISBURSEMENT SCHEDULE: The total funding amount specified in this Agreement shall not be disbursed as a lump sum. Instead, disbursements will be made according to the following schedule:

1. An initial payment of 25% of the total funding will be made upon approval of this Agreement;
2. A subsequent payment of 50% will be made upon the submission and approval of satisfactory progress reports and/or financial statements, demonstrating appropriate use of the funds.
3. The final 25% of the total funding will be disbursed upon submission and approval of the written report referenced in Section I. C. of this Agreement.

Disbursements are conditional upon compliance with all terms of this Agreement. The City reserves the right to withhold any payment if the Service Provider fails to meet these conditions or if the funding has not been used in accordance with the terms of this Agreement.

III.

GENERAL PROVISIONS

A. TERM AND RENEWAL: The term of this Agreement shall be from October 1, 2025 through September 30, 2026.

B. TERMINATION: City may terminate this Agreement, with or without cause, upon thirty (30) days' written notice to Service Provider.

C. NOTICES: All notices required to be given pursuant to this Agreement shall be in writing and shall be deemed delivered immediately if hand-delivered or forty-eight (48) hours after depositing the same in the U.S. mail, certified or registered, postage prepaid, addressed to the respective addresses set forth below:

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

Service Provider: Lewiston Civic Theater, Inc.
Executive Director
P.O. Box 1697
Lewiston, Idaho 83501

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

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

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

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

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

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

the laws of the State of Idaho. Pursuant to Idaho Code §§ 18-8703, 67-2346, 67-2347A, and 67-2359, Contractor certifies:

1. It is not and will not for the duration of the Agreement be an abortion provider or affiliate abortion provider as those terms are defined in Idaho Code § 18-8702;
2. It is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of goods or services from Israel or territories under its control;
3. It is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of any individual or company because the individual or company
    a. engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture, or
    b. engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § 18-3302(2)(d);
4. It is not currently owned or operated by the government of China and will not for the duration of the Agreement be owned or operated by the government of China; and
5. It will not assign or seek to assign the Agreement to a person who operates in violation of these statutes.

The City may immediately terminate the Agreement at its convenience upon receipt of information Contractor is in violation of the terms of this section. Pursuant to Idaho Code section 67-2347, the City certifies that this Agreement was not awarded based on environmental, social, and governance standards. The terms in this section defined in Idaho Code section 67-2347 shall have the meaning defined therein.

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

DATED this _ day of _____ 2025.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

_____
Tanya M. Brocke, City Clerk

DATED this _____ day of _____ 2025.

LEWISTON CIVIC THEATER, INC.

_____
By: _____
Title: _____

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

On this _____ day of _____ 2025, before me, a Notary Public, personally appeared _____, known or identified to me as the _____ of Lewiston Civic Theater, Inc., and stated he or she has the authority to execute this instrument on behalf of Lewiston Civic Theater, Inc., and did execute this instrument on behalf of the same.

_____
Notary Public for the State of Idaho
Commission Expires _____

EXHIBIT A

INSURANCE

A. Service Provider, at its sole expense, shall procure and maintain in full force and effect insurance written by an insurance company or companies with AM Best's rating(s) of A VIII or better. All insurance companies must be authorized to do business in the State of Idaho. By requiring insurance herein, City does not represent that coverage and limits are necessarily adequate to protect Service Provider, and such coverage and limits shall not be deemed as a limitation on Service Provider's liability under the indemnities granted to City in this Agreement.

B. Certificates of Insurance and additional insured, primary and non-contributory, and waiver of subrogation endorsements evidencing the coverages required herein and endorsements required herein shall be provided to City upon request. All certificates must be signed by an authorized representative of Service Provider's Insurance carrier. Renewal certificates must be provided to City a minimum of five (5) days prior to the effective date of the renewal.

C. Upon request, Certificates of Insurance shall be mailed to:
City of Lewiston
Purchasing Division
P.O. Box 617
Lewiston, Idaho 83501

D. Certificates must evidence the following minimum coverages:

1. WORKERS' COMPENSATION insurance meeting the statutory requirements of the State of Idaho, if applicable.

2. EMPLOYERS' LIABILITY insurance, if applicable, providing limits of liability in the following amounts:

Bodily Injury by Accident:	$100,000 each accident
Bodily Injury by Disease:	$500,000 policy limit
Bodily Injury by Disease:	$100,000 each employee

3. COMMERCIAL GENERAL LIABILITY insurance, if applicable, providing limits of liability in the following amounts:

General Aggregate:	$1,000,000
Product/Completed Operations Aggregate:	$1,000,000
Personal & Advertising Injury Liability:	$1,000,000
Per Occurrence:	$1,000,000
Fire Legal Liability:	$ 50,000

The Commercial General Liability ("CGL") insurance policy shall be written on an "Occurrence" form and shall cover liability arising from premises, operations, independent contractors, products, completed operations, personal injury,

advertising injury, and liability assumed under an insured contract (including tort liability of another assumed in a contract). City and its elected officials, agents, employees, successors and assigns shall be included as Additional Insureds under the CGL using ISO endorsement CG 20 10. The Additional Insured endorsement CG 20 10, or its equivalent, must be provided with the certificate of insurance.

E. Service Provider shall keep the insurance policy in effect as long as this Agreement is in effect.

F. Service Provider shall notify or require insurer to notify City at least fifteen (15) days prior to cancellation, non-renewal, or limitation in scope or coverage of Service Provider's policy.

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

SERVICES AGREEMENT BETWEEN
THE CITY OF LEWISTON AND VALLEY VISION, INC.

THIS SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Lewiston, an Idaho municipal corporation ("City"), and Valley Vision, Inc., an Idaho nonprofit corporation located at 313 D Street, Suite 201, Lewiston, Idaho ("Service Provider"). City and Service Provider may also individually be referred to as "Party" or collectively as "Parties."

WHEREAS, City is authorized by various Idaho laws to conduct economic development activities, including the Local Economic Development Act, Idaho Code §§ 50-2901 *et seq.*; the Business Improvement Districts Act, Idaho Code §§ 50-2601 *et seq.*; and the Local Land Use Planning Act, Idaho Code §§ 67-6501 *et seq.*;

WHEREAS, pursuant to Idaho Code §§ 50-301 and 50-302, City is authorized to contract and to make all resolutions not inconsistent with the laws of the State of Idaho as may be expedient to maintain the good government and welfare of the City and its trade, commerce, and industry;

WHEREAS, in order to unify economic development activities and allocate City resources judiciously, City desires Service Provider to perform economic development activities on City's behalf that benefit the public, including assisting with implementing applicable, long-term strategies identified in City's Strategic Plan; and

WHEREAS, Service Provider desires to perform such economic development activities on behalf of City.

NOW, ~~THERFORE~~THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is hereby agreed to and stipulated by and between City and Service Provider as follows:

I.

DUTIES OF SERVICE PROVIDER

A. SERVICES AND METRICS: Service Provider shall perform the following (collectively referred to as the "Services"):

1. Service Provider shall design, Iimplement, and administer a Business Attraction Program ("Program") for the City, which shall include, at minimum, the following with prospective activities.:

Identify and deliver to the City a written report of at least 3 to 5

a. Determine "best fit" industriesy sectors that align with for the Lewis-Clark ValleyCity's economic development priorities. This report shall be provided to the City no later than May 31, 2026.

b. Identify and deliver to the City a written report of at least four (4) distinct geographic markets or regions from which to recruit businesses. This report shall be provided to the City no later than May 31, 2026.Determine four (4) or more Markets/Regions from which to recruit businesses.

b.

c. Under prospective activities, conductConduct not fewer than ten (10) to twenty-four (24) qualified business visits directed towards businesses operating in the markets/regions identified in beginning in June 2024, or soon thereafter, directed towards businesses in markets identified under subsections I.A.1.a. and I.A.1.b. above. Initial visits shall begin no later than June 30, 2026, unless otherwise approved in writing by the City.

c.i. Service Provider shall maintain a Business Visit Log documenting the following: (i) Business name, location, and sector; (ii) Date of contact or visit; and (iii) Purpose and outcome of contact or visit.

d. Organize and Cconduct recruitment site tours in the City of Lewiston with for qualified prospective businesses identified through the Program, and provide post-tour summaries to the City within thirty (30) days of each tour. to the Lewis-Clark Valley.

d.

Metrics:

Formatted: Space After: 12 pt

Formatted: Space After: 12 pt, Line spacing: single

Formatted: Space After: 12 pt

Formatted: Highlight

Formatted: Space After: 12 pt

Formatted: Space After: 12 pt

Formatted: Space After: 12 pt, Numbered + Level: 2 + Numbering Style: i, ii, iii, … + Start at: 1 + Alignment: Right + Aligned at: 2" + Indent at: 2.25"

Formatted: Space After: 12 pt

~~i. Travel to four (4) or more markets for a total of ten (10) to twenty-four (24) industry meetings set forth in Section I.A.1.c.~~

~~ii. All industry meetings shall be qualified leads, as determined by Service Provider.~~

2. Service Provider shall design, implement, and administer a Business Expansion and Retention Program ("BEAR") to support and strengthen existing industry businesses within the City of Lewiston. The BEAR shall include, at minimum, the following tasks~~Implement a business expansion and retention (BEAR) program to support existing industry businesses.~~

a. Utilize economic development industry questionnaire for the BEAR program interviews.

b. Recruit, coordinate, and utilize volunteers ~~Utilize volunteers~~ made up of corporation board members, elected officials, and other community leaders to participate in BEAR activities, including interviews and outreach.

c. Conduct one-on-one meetings with existing ~~Lewis-Clark Valley~~City of Lewiston industries to gather information on their needs, challenges, and opportunities.

~~e.~~

~~d.~~ Enter and maintain data collected from interviews into the Synchronist Suite database ~~Record data collected from interviews into Synchronist Suite.~~

d.

~~e.~~ Perform follow-up actions with participating businesses based on interview data collected, including but not limited to referrals, resource coordination, or additional meetings.~~Perform follow-up activity that will be derived from interview data collected.~~

e.

~~Metrics:~~

~~i. Organize a BEAR interview team comprised of Service Provider board members, elected officials, and new Service Provider recruits.~~

Formatted: Indent: Left: 1.5", Hanging: 0.5", Space After: 12 pt

Formatted: Space After: 12 pt

Formatted: Indent: Left: 1", Hanging: 0.5", Space After: 12 pt

Formatted: Space After: 12 pt

Formatted: Space After: 12 pt

Formatted: Space After: 12 pt, Line spacing: single

Formatted: Space After: 12 pt

Formatted: Space After: 12 pt, Line spacing: single, Numbered + Level: 1 + Numbering Style: a, b, c, … + Start at: 1 + Alignment: Left + Aligned at: 1.5" + Indent at: 2"

Formatted: Space After: 12 pt, Numbered + Level: 1 + Numbering Style: a, b, c, … + Start at: 1 + Alignment: Left + Aligned at: 1.5" + Indent at: 2"

Formatted: Space After: 12 pt

~~ii. Launch program in the Fall of 2023.~~

~~iii. Meet with seven (7) primary sector businesses in the Lewis-Clark Valley.~~

~~iv. Develop BEAR assistance from outcome/data collection from BEAR. Interviews shall be used to develop BEAR assistance program for Lewis-Clark Valley industries.~~

~~v. Release findings from data gathered from BEAR interviews.~~

3. The Service Provider shall design, develop, and implement economic development products intended to increase business productivity and attract new investment in the City of Lewiston. These products shall include, at minimum, the following tasks:~~Implement economic development products to increase productivity.~~

a. Upgrade Service Provider website to include economic development industry standards, including enhanced content, design, and messaging specifically tailored to attract and retain ~~with better messaging to appeal to attraction of~~ businesses.

~~b.~~ Develop a manufacturing center concept consisting of industrial building construction options to aid in locating or expanding industrial businesses in the City of Lewiston~~, which shall be industrial building construction options to aid in locating or expanding industrial businesses to the Region~~. Building options shall include at least the following components: ~~a~~ proposed building location(s), financing options available to prospective tenants or developers, building specifications (size, layout, and features), and estimated ~~timeline for~~ construction timelines and phasing plans ~~through ongoing research~~.

b.

~~c.~~ Develop local and state incentive package offerings that can be promoted to prospective businesses considering relocation or expansion within the Region.~~Develop Local and State incentive package offerings.~~

~~Metrics:~~

~~i. Launch website ahead of industry meetings.~~

~~ii. Build program to develop manufacturing centers through ongoing research.~~

Formatted: Indent: Left: 1.5", Hanging: 0.5", Space After: 12 pt

Formatted: Indent: Left: 1", Hanging: 0.5", Space After: 12 pt

Formatted: Space After: 12 pt

Formatted: Space After: 12 pt

Formatted: Indent: Left: 0", First line: 0", Space After: 12 pt

Formatted: Indent: Left: 0", First line: 0", Numbered + Level: 1 + Numbering Style: a, b, c, … + Start at: 1 + Alignment: Left + Aligned at: 1.5" + Indent at: 1.75"

Formatted: Indent: Left: 0", Line spacing: Double

Formatted: Indent: Left: 0", First line: 0", Line spacing: Double

~~iii. Construction schedule to be determined.~~

c.

~~4.~~ 4. Assist City with implementing applicable, long-term strategies identified in City's Strategic Plan.

5. Service Provider shall not, in any case, use the funds provided by City for private purposes. Economic development activities funded by City shall not benefit specific private individuals, corporations, or associations, whether a profit motive is involved or not.

B. ~~BI-MONTHLY~~ REGULAR PROGRESS MEETINGS: Service Provider shall meet with City's Mayor every other month, beginning the month after this Agreement is signed, to discuss how City funds are being utilized and to inform City of upcoming events and projects related to this Agreement.

C. ANNUAL ACCOUNTING: Service Provider shall provide an oral presentation and supporting documentation to the City Council describing activities financed to date with City funds by May ~~5, 2025~~4, 2026. Additionally, Service Provider shall provide a written report to City by June 30, ~~2025~~ 2026 detailing how City funds were utilized for economic development activities in accordance with this Agreement.

D. INDEPENDENT CONTRACTOR/NO AGENCY: The Parties agree that Service Provider is an independent contractor and is not an agent, employee, or representative of the City. The Service Provider shall not hold itself out as having, and shall not assert, any actual or apparent authority to act on behalf of the City. None of the Service Provider's services or activities under this Agreement shall be construed or implied as authorizing the Service Provider to bind the City, to create obligations for the City, or to commit the City to any of the prospective activities promoted by the Service Provider.~~with no employment relationship with City.~~

Formatted: Indent: Left: 0", Line spacing: Double

Formatted: Indent: Left: 1.5", Hanging: 0.5", Space After: 12 pt, Line spacing: single, Numbered + Level: 1 + Numbering Style: a, b, c, … + Start at: 1 + Alignment: Left + Aligned at: 1.5" + Indent at: 1.75"

Formatted: Font: Not Bold

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

F. CONTRACTING AUTHORITY: Service Provider warrants that the signatory to this Agreement has the authority to fully bind Service Provider to enter into and be obligated to perform the duties set forth herein.

G. INSURANCE: Service Provider, at its sole expense, shall procure and maintain in full force and effect insurance in accordance with the requirements set forth in Exhibit A, attached hereto and incorporated herein.

H. INDEMNIFICATION: Service Provider shall defend, indemnify, and hold City, its officers, agents, and employees harmless for all claims, losses, actions, damages, judgments, costs, expenses, and/or injuries to persons or property arising out of or in connection with any activities, acts, or omissions of Service Provider, its officers, agents or employees. In the event City is alleged to be liable on account of any activities, acts, or omissions of Service Provider, its officers, agents or employees, then Service Provider shall defend such allegations through counsel chosen by Service Provider, and Service Provider shall bear all costs, fees, and expenses of such defense, including, but not limited to, all attorney fees and expenses, court costs, and expert witness fees and expenses. This duty shall survive the termination or expiration of this Agreement.

II.

DUTIES OF CITY

A. ASSISTANCE: City shall provide all reasonably requested assistance and information to Service Provider in order to allow Service Provider to provide the Services, including, without limitation, any available marketing materials, data, and information that could assist in the

performance of the Services; provided, however, that City shall not be required to provide assistance or information if doing so would violate any applicable laws or regulations.

B. PAYMENT: City agrees to pay Service Provider up to the total sum of ~~Forty~~ Fifty Thousand Dollars ($~~4~~50,000). City shall pay Service Provider within thirty (30) days from receipt of invoice from Service Provider, unless other arrangements are made. All services funded by City shall be for public purposes only.

Formatted: Highlight

Formatted: Highlight

Formatted: Highlight

Formatted: Highlight

C. DISBURSEMENT SCHEDULE: The total funding amount specified in this Agreement shall not be disbursed as a lump sum. Instead, disbursements will be made according to the following schedule:

1. An initial payment of 25% of the total funding will be made upon approval of this agreement;
2. A subsequent payment of 50% will be made upon the submission and approval of satisfactory progress reports and/or financial statements, demonstrating appropriate use of the funds.
3. The final 25% of the total funding will be disbursed upon submission and approval of the written report referenced in Section I. C. of this Agreement.

Disbursements are conditional upon compliance with all terms of this Agreement. The City reserves the right to withhold any payment if the Service Provider fails to meet these conditions or if the funding has not been used in accordance with the terms of this Agreement.

III.

GENERAL PROVISIONS

A. TERM AND RENEWAL: The term of this Agreement shall be from October 1, ~~2024~~ 2025 through September 30, ~~2025~~2026.

B. TERMINATION: City may terminate this Agreement, with or without cause, upon thirty (30) days' written notice to Service Provider.

C. NOTICES: All notices required to be given pursuant to this Agreement shall be in writing and shall be deemed delivered immediately if hand-delivered or forty-eight (48) hours after depositing the same in the U.S. mail, certified or registered, postage prepaid, addressed to the respective addresses set forth below:

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

Service Provider: Valley Vision, Inc.
President / CEO
313 D Street, Suite 201
Lewiston, Idaho 83501

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

E. 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.

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

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

H. MERGER AND INTEGRATION: This writing embodies the whole agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained in

this Agreement. All previous and contemporaneous communications, representations, or agreements, either verbal or written, between the Parties are superseded by this Agreement.

I. STATE OF IDAHO REQUIREMENTS: The following provisions are required by the State of Idaho. The inclusion of these provisions in this Agreement does not indicate City's support or opposition to these provisions nor agreement by City that these clauses are relevant to the subject matter of this Agreement. Rather, these provisions are included solely to comply with the laws of the State of Idaho. Pursuant to Idaho Code §§ 18-8703, 67-2346, 67-2347A, and 67-2359, Service Provider certifies:

1. It is not and will not for the duration of the Agreement be an abortion provider or affiliate abortion provider as those terms are defined in Idaho Code § 18-8702;
2. It is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of goods or services from Israel or territories under its control;
3. It is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of any individual or company because the individual or company
    a. engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture, or
    b. engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § 18-3302(2)(d);
4. It is not currently owned or operated by the government of China and will not for the duration of the Agreement be owned or operated by the government of China; and
5. It will not assign or seek to assign the Agreement to a person who operates in violation of these statutes.

The City may immediately terminate the Agreement at its convenience upon receipt of information Service Provider is in violation of the terms of this section. Pursuant to Idaho Code section 67-2347, the City certifies that this Agreement was not awarded based on environmental, social, and governance standards. The terms in this section defined in Idaho Code section 67-2347 shall have the meaning defined therein.

1. ~~CONTRACT WITH COMPANY OWNED OR OPERATED BY THE GOVERNMENT OF CHINA PROHIBITED: If this Agreement is to acquire or dispose of services, supplies, information technology, or construction, then, pursuant to Idaho Code § 67-2359, Service Provider certifies that Service Provider is not a company currently owned or operated by the government of China and will not for the duration of this Agreement be owned or operated by the government of China. The terms "company" and "government of China" shall have the meanings ascribed to them in Idaho Code § 67-2359.~~
2. ~~NO PUBLIC FUNDS FOR ABORTION ACT: Pursuant to Idaho Code § 18-8703, Service Provider certifies that it is not, and will not for the duration of this Agreement become, an abortion provider or an affiliate of an abortion provider, as those terms are defined in the "No Public Funds for Abortion Act," Idaho Code §§ 18-8701 et seq.~~

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

Signature page to follow

DATED this _____ day of _____ ~~2024~~2025.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

_____
Tanya M. Brocke, City Clerk

DATED this _____ day of _____ ~~2024~~2025.

VALLEY VISION, INC.

_____

By: _____

Title: _____

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

On this _____ day of _____ ~~2024~~2025, before me, a Notary Public, personally appeared _____, known or identified to me as the _____ of Valley Vision, Inc. and stated he or she has the authority to execute this instrument on behalf of Valley Vision, Inc., and did execute this instrument on behalf of Valley Vision, Inc.

_____
Notary Public for the State of Idaho
Commission Expires _____

EXHIBIT A

INSURANCE

A. Service Provider, at its sole expense, shall procure and maintain in full force and effect insurance written by an insurance company or companies with AM Best's rating(s) of A VIII or better. All insurance companies must be authorized to do business in the State of Idaho. By requiring insurance herein, City does not represent that coverage and limits are necessarily adequate to protect Service Provider, and such coverage and limits shall not be deemed as a limitation on Service Provider's liability under the indemnities granted to City in this Agreement.

B. Certificates of Insurance and additional insured, primary and non-contributory, and waiver of subrogation endorsements evidencing the coverages required herein and endorsements required herein shall be provided to City upon request. All certificates must be signed by an authorized representative of Service Provider's Insurance carrier. Renewal certificates must be provided to City a minimum of five (5) days prior to the effective date of the renewal.

C. Upon request, Certificates of Insurance shall be mailed to:
City of Lewiston
Purchasing Division
P.O. Box 617
Lewiston, Idaho 83501

D. Certificates must evidence the following minimum coverages:

1. WORKERS' COMPENSATION insurance meeting the statutory requirements of the State of Idaho, if applicable.

2. EMPLOYERS' LIABILITY insurance, if applicable, providing limits of liability in the following amounts:

Bodily Injury by Accident:	$100,000 each accident
Bodily Injury by Disease:	$500,000 policy limit
Bodily Injury by Disease:	$100,000 each employee

3. COMMERCIAL GENERAL LIABILITY insurance, if applicable, providing limits of liability in the following amounts:

General Aggregate:	$1,000,000
Product/Completed Operations Aggregate:	$1,000,000
Personal & Advertising Injury Liability:	$1,000,000
Per Occurrence:	$1,000,000
Fire Legal Liability:	$ 50,000

The Commercial General Liability ("CGL") insurance policy shall be written on an "Occurrence" form and shall cover liability arising from premises, operations, independent contractors, products, completed operations, personal injury,

advertising injury, and liability assumed under an insured contract (including tort liability of another assumed in a contract). City and its elected officials, agents, employees, successors and assigns shall be included as Additional Insureds under the CGL using ISO endorsement CG 20 10. The Additional Insured endorsement CG 20 10, or its equivalent, must be provided with the certificate of insurance.

E. Service Provider shall keep the insurance policy in effect as long as the Agreement is in effect.

F. Service Provider shall notify or require insurer to notify City at least fifteen (15) days prior to cancellation, non-renewal, or limitation in scope or coverage of Service Provider's policy.

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

SERVICES AGREEMENT BETWEEN
THE CITY OF LEWISTON AND VALLEY VISION, INC.

THIS SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Lewiston, an Idaho municipal corporation ("City"), and Valley Vision, Inc., an Idaho nonprofit corporation located at 313 D Street, Suite 201, Lewiston, Idaho ("Service Provider"). City and Service Provider may also individually be referred to as "Party" or collectively as "Parties."

WHEREAS, City is authorized by various Idaho laws to conduct economic development activities, including the Local Economic Development Act, Idaho Code §§ 50-2901 *et seq.*; the Business Improvement Districts Act, Idaho Code §§ 50-2601 *et seq.*; and the Local Land Use Planning Act, Idaho Code §§ 67-6501 *et seq.*;

WHEREAS, pursuant to Idaho Code §§ 50-301 and 50-302, City is authorized to contract and to make all resolutions not inconsistent with the laws of the State of Idaho as may be expedient to maintain the good government and welfare of the City and its trade, commerce, and industry;

WHEREAS, in order to unify economic development activities and allocate City resources judiciously, City desires Service Provider to perform economic development activities on City's behalf that benefit the public, including assisting with implementing applicable, long-term strategies identified in City's Strategic Plan; and

WHEREAS, Service Provider desires to perform such economic development activities on behalf of City.

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

I.

DUTIES OF SERVICE PROVIDER

A. SERVICES AND METRICS: Service Provider shall perform the following (collectively referred to as the "Services"):

1. Service Provider shall design, implement, and administer a Business Attraction Program ("Program") for the City, which shall include, at minimum, the following activities:

   a. Identify and deliver to the City a written report of at least 3 to 5 "best fit" industry sectors that align with the City's economic development priorities. This report shall be provided to the City no later than May 31, 2026.

   b. Identify and deliver to the City a written report of at least four (4) distinct geographic markets or regions from which to recruit businesses. This report shall be provided to the City no later than May 31, 2026.

   c. Conduct not fewer than ten (10) qualified business visits directed towards businesses operating in the markets/regions identified in subsections I.A.1.a. and I.A.1.b. above. Initial visits shall begin no later than June 30, 2026, unless otherwise approved in writing by the City.

      i. Service Provider shall maintain a Business Visit Log documenting the following: (i) Business name, location, and sector; (ii) Date of contact or visit; and (iii) Purpose and outcome of contact or visit.

   d. Organize and conduct recruitment site tours in the City of Lewiston for qualified prospective businesses identified through the Program, and provide post-tour summaries to the City within thirty (30) days of each tour.

2. Service Provider shall design, implement, and administer a Business Expansion and Retention Program ("BEAR") to support and strengthen existing industry businesses within the City of Lewiston. The BEAR shall include, at minimum, the following tasks

   a. Utilize economic development industry questionnaire for the BEAR program interviews.

   b. Recruit, coordinate, and utilize volunteers made up of corporation board members, elected officials, and other community leaders to participate in BEAR activities, including interviews and outreach.

c. Conduct one-on-one meetings with existing City of Lewiston industries to gather information on their needs, challenges, and opportunities.

d. Enter and maintain data collected from interviews into the Synchronist Suite database

e. Perform follow-up actions with participating businesses based on interview data collected, including but not limited to referrals, resource coordination, or additional meetings.

3. The Service Provider shall design, develop, and implement economic development products intended to increase business productivity and attract new investment in the City of Lewiston. These products shall include, at minimum, the following tasks:

a. Upgrade Service Provider website to include economic development industry standards, including enhanced content, design, and messaging specifically tailored to attract and retain businesses.

b. Develop a manufacturing center concept consisting of industrial building construction options to aid in locating or expanding industrial businesses in the City of Lewiston. Building options shall include at least the following components: proposed building location(s), financing options available to prospective tenants or developers, building specifications (size, layout, and features), and estimated construction timelines and phasing plans.

c. Develop local and state incentive package offerings that can be promoted to prospective businesses considering relocation or expansion within the Region.

4. Assist City with implementing applicable, long-term strategies identified in City's Strategic Plan.

5. Service Provider shall not, in any case, use the funds provided by City for private purposes. Economic development activities funded by City shall not benefit specific private individuals, corporations, or associations, whether a profit motive is involved or not.

B. <u>REGULAR PROGRESS MEETINGS:</u> Service Provider shall meet with City's Mayor every other month, beginning the month after this Agreement is signed, to discuss how City funds are being utilized and to inform City of upcoming events and projects related to this Agreement.

C. ANNUAL ACCOUNTING: Service Provider shall provide an oral presentation and supporting documentation to the City Council describing activities financed to date with City funds by May 4, 2026. Additionally, Service Provider shall provide a written report to City by June 30, 2026 detailing how City funds were utilized for economic development activities in accordance with this Agreement.

D. INDEPENDENT CONTRACTOR/NO AGENCY: The Parties agree that Service Provider is an independent contractor and is not an agent, employee, or representative of the City. The Service Provider shall not hold itself out as having, and shall not assert, any actual or apparent authority to act on behalf of the City. None of the Service Provider's services or activities under this Agreement shall be construed or implied as authorizing the Service Provider to bind the City, to create obligations for the City, or to commit the City to any of the prospective activities promoted by the Service Provider.

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

F. CONTRACTING AUTHORITY: Service Provider warrants that the signatory to this Agreement has the authority to fully bind Service Provider to enter into and be obligated to perform the duties set forth herein.

G. INSURANCE: Service Provider, at its sole expense, shall procure and maintain in full force and effect insurance in accordance with the requirements set forth in Exhibit A, attached hereto and incorporated herein.

H. INDEMNIFICATION: Service Provider shall defend, indemnify, and hold City, its officers, agents, and employees harmless for all claims, losses, actions, damages, judgments, costs, expenses, and/or injuries to persons or property arising out of or in connection with any activities,

acts, or omissions of Service Provider, its officers, agents or employees. In the event City is alleged to be liable on account of any activities, acts, or omissions of Service Provider, its officers, agents or employees, then Service Provider shall defend such allegations through counsel chosen by Service Provider, and Service Provider shall bear all costs, fees, and expenses of such defense, including, but not limited to, all attorney fees and expenses, court costs, and expert witness fees and expenses. This duty shall survive the termination or expiration of this Agreement.

II.

DUTIES OF CITY

A. ASSISTANCE: City shall provide all reasonably requested assistance and information to Service Provider in order to allow Service Provider to provide the Services, including, without limitation, any available marketing materials, data, and information that could assist in the performance of the Services; provided, however, that City shall not be required to provide assistance or information if doing so would violate any applicable laws or regulations.

B. PAYMENT: City agrees to pay Service Provider up to the total sum of Fifty Thousand Dollars ($50,000). City shall pay Service Provider within thirty (30) days from receipt of invoice from Service Provider, unless other arrangements are made. All services funded by City shall be for public purposes only.

C. DISBURSEMENT SCHEDULE: The total funding amount specified in this Agreement shall not be disbursed as a lump sum. Instead, disbursements will be made according to the following schedule:

1. An initial payment of 25% of the total funding will be made upon approval of this agreement;

2. A subsequent payment of 50% will be made upon the submission and approval of satisfactory progress reports and/or financial statements, demonstrating appropriate use of the funds.
3. The final 25% of the total funding will be disbursed upon submission and approval of the written report referenced in Section I. C. of this Agreement.

Disbursements are conditional upon compliance with all terms of this Agreement. The City reserves the right to withhold any payment if the Service Provider fails to meet these conditions or if the funding has not been used in accordance with the terms of this Agreement.

III.

GENERAL PROVISIONS

A. TERM AND RENEWAL: The term of this Agreement shall be from October 1, 2025 through September 30, 2026.

B. TERMINATION: City may terminate this Agreement, with or without cause, upon thirty (30) days' written notice to Service Provider.

C. NOTICES: All notices required to be given pursuant to this Agreement shall be in writing and shall be deemed delivered immediately if hand-delivered or forty-eight (48) hours after depositing the same in the U.S. mail, certified or registered, postage prepaid, addressed to the respective addresses set forth below:

City:	City of Lewiston City Clerk P.O. Box 617 Lewiston, Idaho 83501
Service Provider:	Valley Vision, Inc. President / CEO 313 D Street, Suite 201 Lewiston, Idaho 83501

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

E. 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.

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

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

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

I. STATE OF IDAHO REQUIREMENTS: The following provisions are required by the State of Idaho. The inclusion of these provisions in this Agreement does not indicate City's support or opposition to these provisions nor agreement by City that these clauses are relevant to the subject matter of this Agreement. Rather, these provisions are included solely to comply with the laws of the State of Idaho. Pursuant to Idaho Code §§ 18-8703, 67-2346, 67-2347A, and 67-2359, Service Provider certifies:

1. It is not and will not for the duration of the Agreement be an abortion provider or affiliate abortion provider as those terms are defined in Idaho Code § 18-8702;

2. It is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of goods or services from Israel or territories under its control;
3. It is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of any individual or company because the individual or company
    a. engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture, or
    b. engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § 18-3302(2)(d);
4. It is not currently owned or operated by the government of China and will not for the duration of the Agreement be owned or operated by the government of China; and
5. It will not assign or seek to assign the Agreement to a person who operates in violation of these statutes.

The City may immediately terminate the Agreement at its convenience upon receipt of information Service Provider is in violation of the terms of this section. Pursuant to Idaho Code section 67-2347, the City certifies that this Agreement was not awarded based on environmental, social, and governance standards. The terms in this section defined in Idaho Code section 67-2347 shall have the meaning defined therein.

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

Signature page to follow

DATED this _____ day of _____ 2025.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

_____
Tanya M. Brocke, City Clerk

DATED this _____ day of _____ 2025.

VALLEY VISION, INC.

_____

By: _____

Title: _____

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

On this _____ day of _____ 2025, before me, a Notary Public, personally appeared _____, known or identified to me as the _____ of Valley Vision, Inc. and stated he or she has the authority to execute this instrument on behalf of Valley Vision, Inc., and did execute this instrument on behalf of Valley Vision, Inc.

_____
Notary Public for the State of Idaho
Commission Expires _____

EXHIBIT A

INSURANCE

A. Service Provider, at its sole expense, shall procure and maintain in full force and effect insurance written by an insurance company or companies with AM Best's rating(s) of A VIII or better. All insurance companies must be authorized to do business in the State of Idaho. By requiring insurance herein, City does not represent that coverage and limits are necessarily adequate to protect Service Provider, and such coverage and limits shall not be deemed as a limitation on Service Provider's liability under the indemnities granted to City in this Agreement.

B. Certificates of Insurance and additional insured, primary and non-contributory, and waiver of subrogation endorsements evidencing the coverages required herein and endorsements required herein shall be provided to City upon request. All certificates must be signed by an authorized representative of Service Provider's Insurance carrier. Renewal certificates must be provided to City a minimum of five (5) days prior to the effective date of the renewal.

C. Upon request, Certificates of Insurance shall be mailed to:
City of Lewiston
Purchasing Division
P.O. Box 617
Lewiston, Idaho 83501

D. Certificates must evidence the following minimum coverages:

1. WORKERS' COMPENSATION insurance meeting the statutory requirements of the State of Idaho, if applicable.

2. EMPLOYERS' LIABILITY insurance, if applicable, providing limits of liability in the following amounts:

Bodily Injury by Accident:	$100,000 each accident
Bodily Injury by Disease:	$500,000 policy limit
Bodily Injury by Disease:	$100,000 each employee

3. COMMERCIAL GENERAL LIABILITY insurance, if applicable, providing limits of liability in the following amounts:

General Aggregate:	$1,000,000
Product/Completed Operations Aggregate:	$1,000,000
Personal & Advertising Injury Liability:	$1,000,000
Per Occurrence:	$1,000,000
Fire Legal Liability:	$ 50,000

The Commercial General Liability ("CGL") insurance policy shall be written on an "Occurrence" form and shall cover liability arising from premises, operations, independent contractors, products, completed operations, personal injury,

advertising injury, and liability assumed under an insured contract (including tort liability of another assumed in a contract). City and its elected officials, agents, employees, successors and assigns shall be included as Additional Insureds under the CGL using ISO endorsement CG 20 10. The Additional Insured endorsement CG 20 10, or its equivalent, must be provided with the certificate of insurance.

E. Service Provider shall keep the insurance policy in effect as long as the Agreement is in effect.

F. Service Provider shall notify or require insurer to notify City at least fifteen (15) days prior to cancellation, non-renewal, or limitation in scope or coverage of Service Provider's policy.

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

CITY COUNCIL MEETING
AGENDA ITEM SUMMARY

ITEM TITLE DEFERRED RELOCATION AGREEMENT WITH ROGERS MOTORS, INC.	**AGENDA NO.** VI. D. **AGENDA DATE:** October 13, 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 for 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. WEBER NOTARY PUBLIC Comm No. 60352 STATE OF IDAHO

Kylee R Weber
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

CITY OF LEWISTON SEAL STATE OF IDAHO

By: Jeffrey G. Nesset, Mayor

ATTEST: Kari J. Kuchmak, Deputy City Clerk

INST. NO. 751364
FILED FOR RECORD
FEE N/C REC. BY CITY OF LEWISTON
2007 DEC 5 AM 11 52
PATTY O. WEEKS
RECORDER, NEZ PERCE CO. ID.
BY DEPUTY

115

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.

1/4

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 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

2

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. Nesset, Mayor

ATTEST: Kari J. Kuchmak, Deputy City Clerk

CITY OF LEWISTON SEAL STATE OF IDAHO

OWNER
ROGERS MOTORS, INC.

Rogers Motors Inc
By
Its Pres.

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

3

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 STATE OF IDAHO

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.

Rebecca Lynn O'Connor
Notary Public for the State of Idaho
Working ~~Residing at~~ Lewiston
Commission expires: 3-20-08

REBECCA LYNN O'CONNOR NOTARY PUBLIC STATE OF IDAHO

414

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

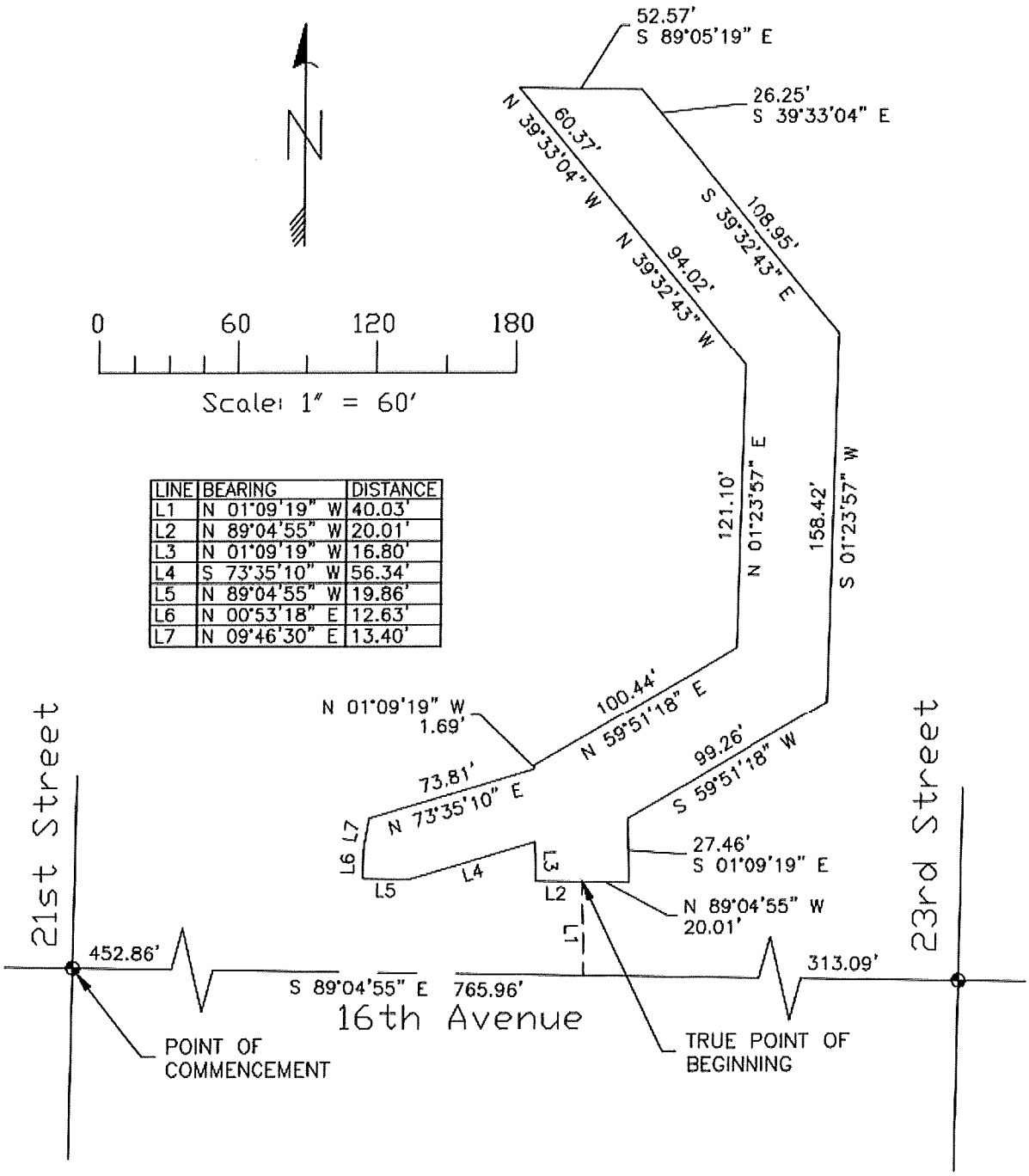
LEGAL DESCRIPTION

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

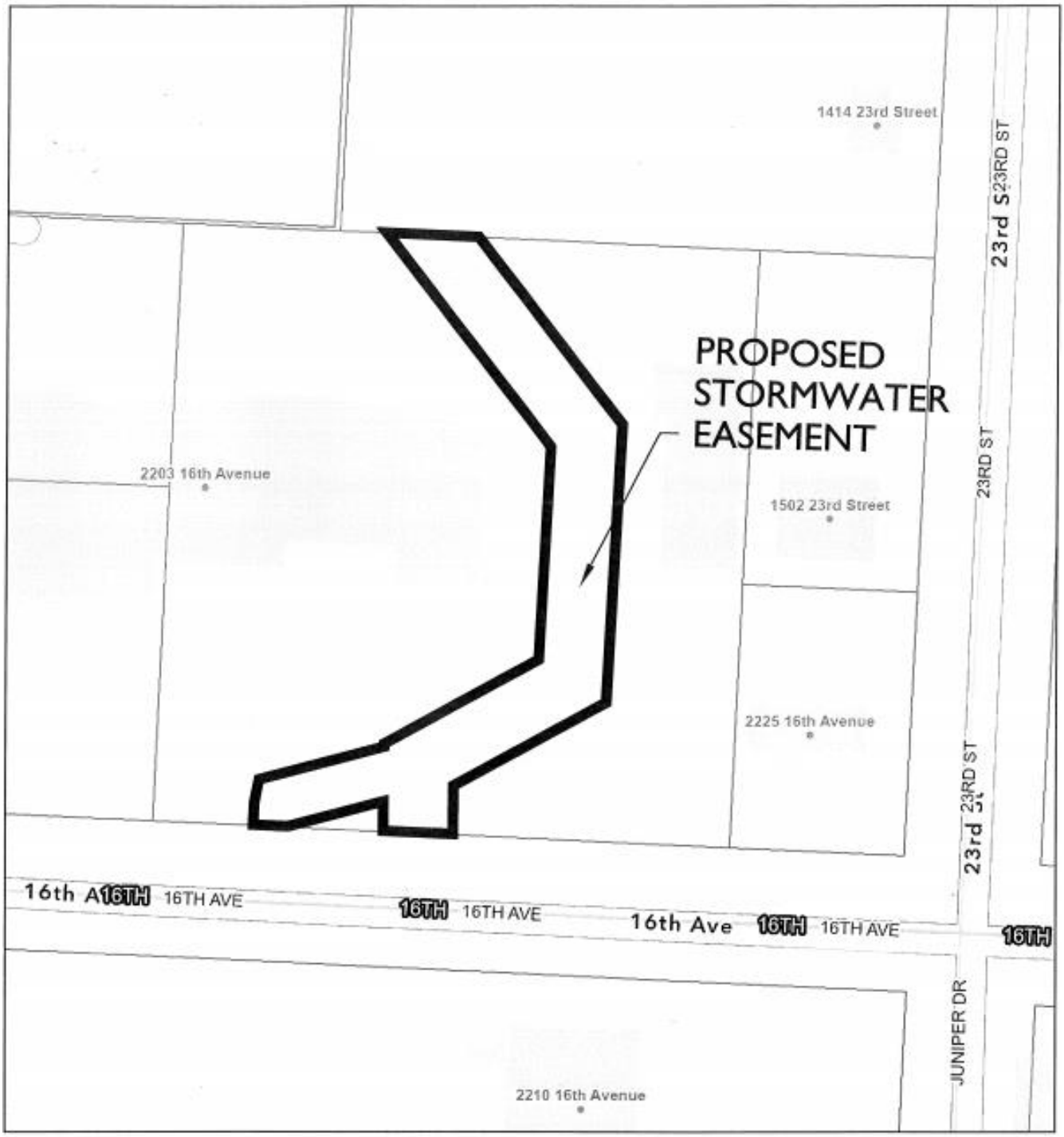


LINE	BEARING	DISTANCE
L1	N 01°09'19" W	40.03'
L2	N 89°04'55" W	20.01'
L3	N 01°09'19" W	16.80'
L4	S 73°35'10" W	56.34'
L5	N 89°04'55" W	19.86'
L6	N 00°53'18" E	12.63'
L7	N 09°46'30" E	13.40'

APPENDIX C
to Public Stormwater Utility and Access Easement

DEPICTION OF EASEMENT AREA

DEPICTION OF NEW EASEMENT



7/31/2025, 8:16:45 AM

1:960

0 45 90 180 ft

0 12.5 25 50 m

CITY COUNCIL MEETING
AGENDA ITEM SUMMARY

ITEM TITLE RESOLUTION 2025-41	**AGENDA NO.** VI. E. **AGENDA DATE:** October 13, 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	Easement
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.	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

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 21st day 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. WEBER NOTARY PUBLIC Comm No. 60992 STATE OF IDAHO

Kylee 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

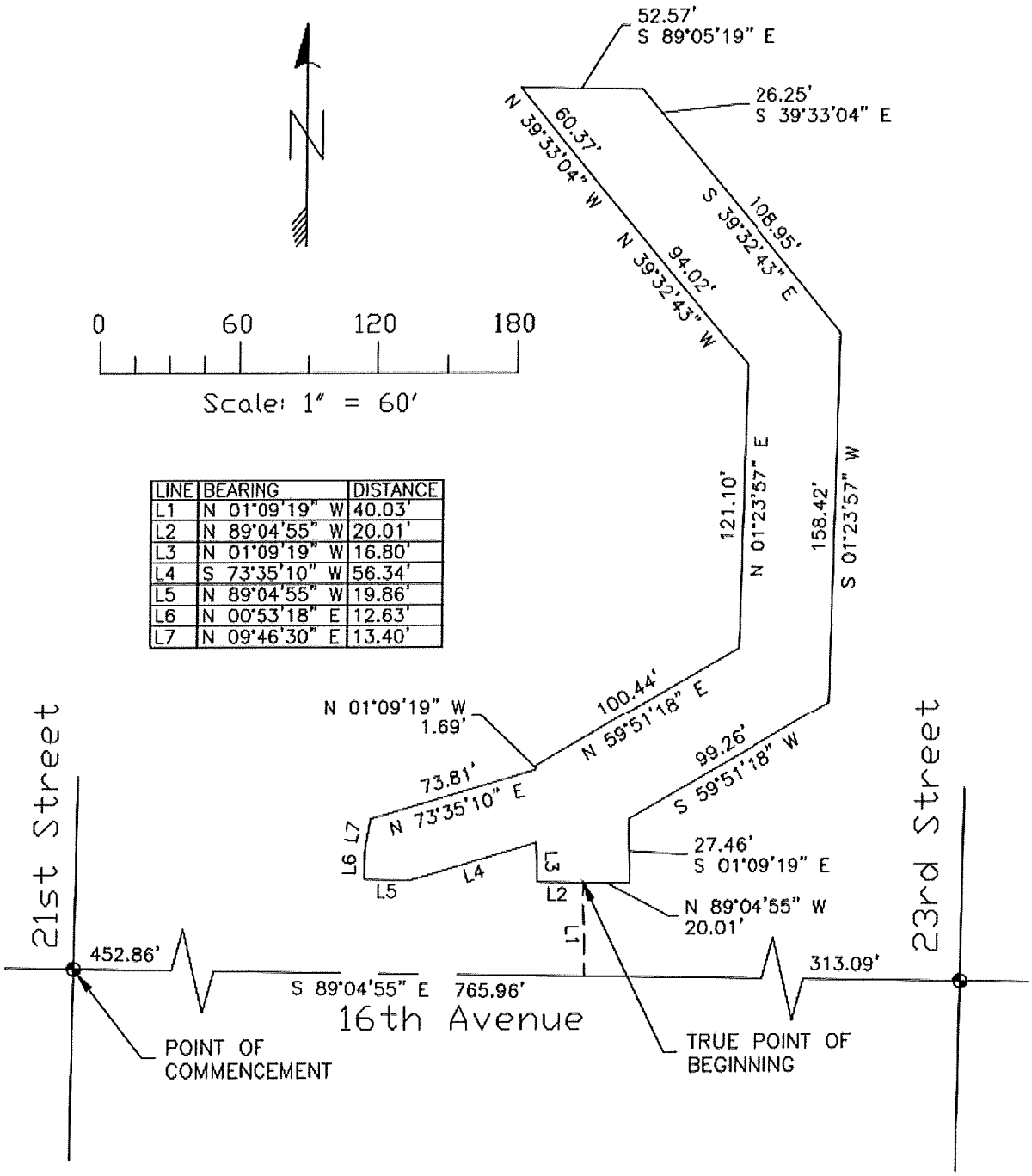
LEGAL DESCRIPTION

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

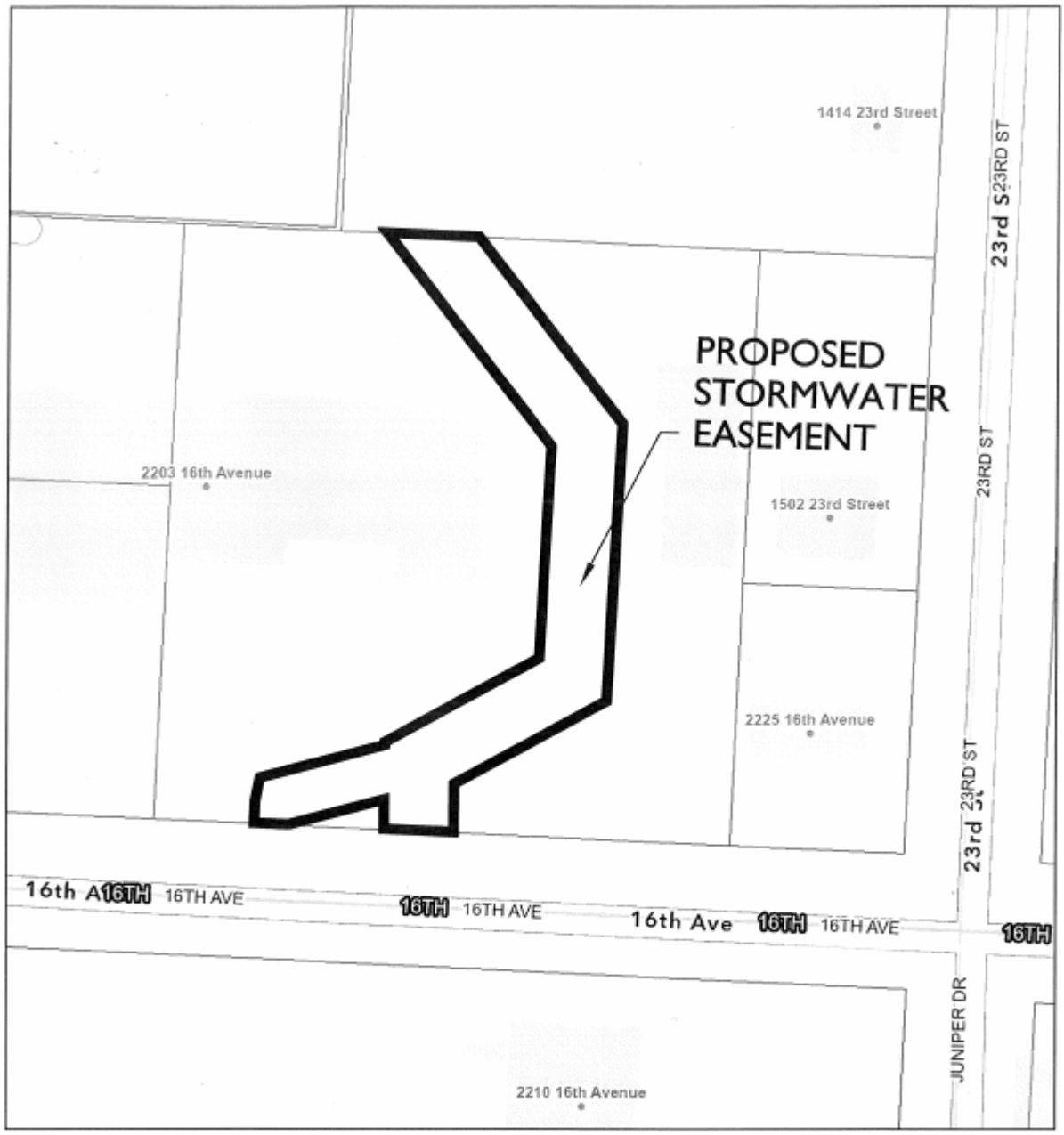


LINE	BEARING	DISTANCE
L1	N 01°09'19" W	40.03'
L2	N 89°04'55" W	20.01'
L3	N 01°09'19" W	16.80'
L4	S 73°35'10" W	56.34'
L5	N 89°04'55" W	19.86'
L6	N 00°53'18" E	12.63'
L7	N 09°46'30" E	13.40'

APPENDIX C
to Public Stormwater Utility and Access Easement

DEPICTION OF EASEMENT AREA

DEPICTION OF EASEMENT AREA



7/31/2025, 8:16:45 AM

1:960

0 45 90 180 ft

0 12.5 25 50 m

CITY COUNCIL MEETING
AGENDA ITEM SUMMARY

ITEM TITLE RESOLUTION 2025-46	**AGENDA NO.** VI. F. **AGENDA DATE:** October 13, 2025

ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.)

City Council approved a state/local project development agreement with the Idaho Transportation Department (ITD) in March 2014 for KN13443, Snake River Ave; Southway Bridge to 11th Ave. In October 2014, City Council approved a local professional services agreement (PSA) with Horrocks Engineers to complete project design. During design, the project scope was reduced to Snake River Ave from the Southway Ave roundabout through the intersection at 11th Ave. Project plans were completed in September 2016 and associated Right-of-Way plans & property descriptions were approved by ITD in June 2020.

In April 2024, a PSA with Horrocks for updating topographic survey, alignment analysis with the removal of railroad tracks, signal warrant analysis, and utility coordination was approved by the Public Works Director. A Supplemental Agreement was approved by the Mayor in July 2024 for an addendum to the Archaeological and Historic Survey Report. A Second Supplemental Agreement for updating the PS&E package with the revised alignment, revised right-of-way plans, current ITD Specifications, and required environmental re-evaluation was approved by City Council in December 2024.

With the approval of right-of-way plans in June 2024, acquisition negotiations proceeded. This project requires right-of-way from 3 parcels; and construction and permanent easements from the United States Army Corps of Engineers.

Appraisals and right-of-way negotiations have been initiated by ITD for the 3 parcels. This is the **third right-of-way contract** and claim for payment for the project. The resolution acquires 0.098 acres of right-of-way and 0.148 acres temporary easement from Federal Cartridge Company for a total amount of **$34,360.82**.

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

The right-of-way purchases are funded through the federal Surface Transportation Program (STP), which requires a funding match of 92.66% federal and 7.34% local. The City has funds within Capital Transportation reserves to cover the matching requirement. The right-of-way acquisitions are included in the TR023 project estimates and project funding totaling $4,715,250 was appropriated in FY25, with the expectation that the acquisitions would have been completed in

FY25. A budget amendment will be required to carry forward the remaining project funding into FY26.

SNAKE RIVE AVE; SOUTHWAY TO 11TH AVE (KN13443)			
	GRANT FUNDED 92.66%	LOCAL MATCH 7.34%	TOTAL
DESIGN	$ -	$ -	$ -
RIGHT-OF-WAY	$ 31,838.74	$ 2,522.08	$ 34,360.82
CONSTRUCTION	$ -	$ -	$ -
TOTAL:	**$ 31,838.74**	**$ 2,522.08**	**$ 34,360.82**

ACTION PROPOSED

Staff recommend Council approve resolution 2025-46 and authorize the Mayor to execute the right-of-way contract and claim for payment.

RESOLUTION 2025-46

A RESOLUTION ACCEPTING AND APPROVING A RIGHT-OF-WAY CONTRACT AND CLAIM FOR PAYMENT BETWEEN FEDERAL CARTRIDGE COMPANY, AS GRANTOR, AND THE CITY OF LEWISTON, AS GRANTEE; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST SAID CONTRACT AND CLAIM FOR PAYMENT, RESPECTIVELY.

WHEREAS, the City of Lewiston is engaged in the construction of a highway project using federal funds, described as the Snake River Avenue; Southway Bridge to 11th Avenue, Lewiston, Project No. A013(443) ("Project"); and

WHEREAS, the construction of the Project will affect certain property belonging to Federal Cartridge Company, and it is necessary to enter into the Right-of-Way Contract to purchase a portion of the Federal Cartridge Company's real property and obtain a temporary construction easement to satisfy federal real property acquisition requirements.

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

SECTION 1: The Right-of-Way Contract between Federal Cartridge Company, as Grantor, and the City of Lewiston, as Grantee, is hereby approved, and a copy is attached hereto and incorporated herein as Exhibit 1.

SECTION 2: The Claim for Payment between the City of Lewiston and Federal Cartridge Company is hereby approved, and a copy is attached hereto and incorporated herein as Exhibit 2.

SECTION 3: The Mayor and the City Clerk are hereby authorized to execute and attest the aforementioned documents, as well as any other documents necessary to complete the transfer of real property from Federal Cartridge Company to the City of Lewiston.

DATED this _____ day of _____ 2025.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

_____
Tanya M. Brocke, City Clerk

EXHIBIT 1
to
Resolution 2025-46

RIGHT OF WAY CONTRACT
CITY OF LEWISTON

Project No.	A013(443)
Key No.	13443
Parcel No.	2
Parcel ID No.	51256
County	NEZ PERCE

THIS RIGHT OF WAY CONTRACT ("Agreement") is made this 2nd day of September, 2025, between the **CITY OF LEWISTON, a political subdivision of the STATE OF IDAHO**, and its authorized representative, herein called "City," and **FEDERAL CARTRIDGE COMPANY, a Minnesota Corporation**, herein called "Grantor." City and Grantor may collectively be referred to herein as the "Parties."

WHEREAS, City is engaged in the construction of a highway project designated as SNAKE RIVER AVE; SOUTHWAY BR TO 11TH AVE, LEWISTON, Project Number A013(443) ("Project"), which Project will affect certain property belonging to Grantor known as Parcel No. 2, legally described on **EXHIBIT A** and depicted on the plans of the Project in **EXHIBIT B**, attached hereto and by this reference made a part hereof ("Property").

WHEREAS, City has contracted with the **STATE OF IDAHO, IDAHO TRANSPORTATION BOARD BY AND THROUGH THE IDAHO TRANSPORTATION DEPARTMENT** ("State") to facilitate this transaction with Grantor.

WHEREAS, City desires to acquire the Property for the purpose of constructing, maintaining, and using such Property for a public right of way, upon the terms, conditions, and provisions set forth herein.

WHEREAS, City desires to acquire a temporary easement consisting of approximately 0.036 acres, over, on, across and through Grantor's remainder property for the construction of an approach as shown on **EXHIBIT B** ("Temporary Easement").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. City shall pay Grantor, and lienholder(s), if any, such Total Consideration as set out below. Grantor agrees to pay all taxes and assessments due and owing, including taxes owing for the year in which this transaction closes. Payment to Grantor pursuant to this Agreement is contingent upon Grantor demonstrating clear title to the Required Property identified above through use of documents acceptable to City and Alliance Title & Escrow, the title company being utilized by City for this Project ("Title Company").

2. Grantor shall fully execute and deliver to City a properly acknowledged instrument of conveyance corresponding to the interests being acquired; e.g., a warranty deed and a temporary easement document. Closing of this transaction shall occur when all required documents, as well as compensation noted herein, have been submitted to Title Company, lienholder(s), if any, have been satisfied, and Title Company is in a position to provide the required title insurance to City ("Closing").

3. This contract shall not be binding unless and until executed by the Mayor of City.

4. The parties have herein set out the whole of their agreement, the performance of which constitutes the entire consideration for the grant of said rights-of-way. Grantor requires that construction be completed in accordance with the existing plans of the Project.

5. Grantor represents that to the best of Grantor's knowledge no hazardous materials have been stored or spilled on the Property exceeding reportable quantities as defined by the U.S. Environmental Protection Agency, during Grantor's ownership or during previous ownerships at least insofar as Grantor has observed or has been informed. In the alternative, if Grantor has knowledge of storage or spill of hazardous materials on the Property in an amount exceeding reportable quantities as defined by the U.S. Environmental Protection Agency, such information will be set forth as an addendum to this Agreement. This Agreement is conditional upon full disclosure of any such information.

6. Grantor hereby grants City and/or its employees, agents, contractors, and invitees (collectively "Agents") a "Temporary Right-of-Entry" for ingress and egress on Grantor's remainder property, for unexpected and currently unforeseen incidents related to the construction of the Project as depicted on **EXHIBIT B**. For example, the Temporary Right-of-Entry allows City and/or its Agents to enter upon the remainder of Grantor's property to retrieve materials, equipment, debris, etc. related to the construction of the Project that might encroach upon Grantor's property. City and/or its Agents shall inform Grantor of the need to exercise the Temporary Right-of-Entry before entering upon the remainder of Grantor's property. Said Temporary Right-of-Entry shall automatically terminate upon the completion of the Project.

7. As of Closing, the Property will be under the ownership of City and City shall have physical possession of the Temporary Easement during construction. Grantor, its agents or assigns, is required to keep such areas free of any personal property, and any obstructions, garbage, refuse, or other debris. <u>Notice is hereby provided that construction activities, including utility relocation activities, may occur at any time after Closing</u>.

8. Grantor and City acknowledge that an appraisal of the Property was completed in 2022 and an offer was presented to Grantor based on that appraisal. Negotiations between State and Grantor were later halted due to re-design of the Project after City realized that relocation of power poles located on the easterly side of Snake River Avenue in the Project would be

solely at City's expense and not a shared expense with the local power company. Therefore, City facilitated the re-design of the Project to relocate the centerline so as to eliminate impact to the power poles, resulting also in less impact to Grantor's Property.

9. In the interest of moving the Project forward, Grantor agrees not to require a new appraisal. Rather, the original appraisal will be utilized but a new offer set forth below will take into consideration the reconfiguration of the impacts to Grantor's Property and updated assessed value of Grantor's Property since the original offer.

10. The below table itemizes the original fair market value of $90,537.00, which includes $36,100.00 for improvements intended to be taken in the acquisition for retaining walls, shrubs and a sprinkler system. The table also shows a removal of the same $90,537.00 to be able to itemize the new revised acquisition areas for land and temporary easement only.

The original offer was based on an appraised fair market value of $7.00/square foot for a final land value of $54,437.00. Currently, based on 2024 County tax assessments, the land value is assessed at $5.052/square foot for both assessed parcels. City has determined that the appraised value of $7.00/square foot will remain as the offered value for the new land areas ($7.00 x 4,264.00/square foot = $29,848.00.

The temporary easement area has been increased to 6,446.88 square feet x $7.00/square foot x 10% = $4,512.82. The total for land and permanent easement is $34,360.82.

11. Grantor, for the compensation noted below, hereby grants City and/or its Agents the Temporary Easement, as depicted on **EXHIBIT B**. NOTWITHSTANDING any other right or privilege granted herein, this Temporary Easement shall be effective as of the commencement of construction activities in the Temporary Easement and shall automatically terminate, expire and be of no further force or effect without any further action by Grantor or Grantee upon the first to occur of the following: (i) upon completion of all construction activities in the Temporary Easement; or (ii) within one (1) year from the date of such commencement of construction activities.

(The remainder of this page left intentionally blank.)

12. In consideration of the interests being conveyed by Grantor, City shall pay Grantor as follows:

Type	Size		Amount
	Square Feet	Acres	
Land	6,740.00	0.155	$47,180.00
Temporary Construction Easement	610.000	0.014	$7,257.00
Improvements			$36,100.00
TOTAL CONSIDERATION (*FMV as of appraisal of 2022*)			**$90,537.00**
Removal of FMV due to decreases in land requirements and increases in final values as set forth in Paragraphs 8-10 above.			**-$90,537.00**
Land	4,264.00	0.098	$29,848.00
Temporary Easement	6,446.88	0.148	$4,512.82
TOTAL ADJUSTED CONSIDERATION			**$34,360.82**

13. 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 Owner from and against any and all claims, demands, actions, causes of action, damages, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and court costs) arising from or related to City's use or occupancy of the Property or any portion of the Property for the purposes provided by this Agreement or injuries to persons or property resulting from the wrongful acts or omissions of City, its officers, officials, or employees performing the duties described in this Agreement; provided, however, Owner shall be liable for damage resulting from the acts or omissions of Owner, its officers, officials, employees, agents, or authorized representatives. City's 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 Owner 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.

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.

14. City acknowledges and agrees that Owner shall have the continuing right to access and use Owner's Property, including all buildings, improvements, driveways, parking areas, and other facilities, during the construction activities in the Temporary Easement. City's contractor and/or agent shall schedule and conduct construction activities in a manner that minimizes interference with Owner's operations and activities on the Property.

15. In the event of any litigation, arbitration, or other legal proceeding arising out of or relating to this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees and costs incurred in connection therewith, including any fees and costs incurred on appeal or in enforcing any judgment or award.

The Parties have had sufficient opportunity to consult with legal counsel of their own choice. This Agreement may be executed in any number of counterparts, each counterpart may be delivered originally or by electronic transmission, and all such executed and delivered counterparts taken together will constitute one original agreement.

(The remainder of this page left intentionally blank; signatures on following page.)

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

STATE:

CITY OF LEWISTON

By: _____
DANIEL G. JOHNSON, Mayor

ATTEST:

By: _____
CITY CLERK
Printed Name: _____

STATE:

IDAHO TRANSPORTATION DEPARTMENT

By: _____
MICHAEL G. AHLERS, Negotiator

GRANTOR:

FEDERAL CARTRIDGE COMPANY

By: _____
JEFFREY EHRICH
Chief Legal Officer
Corporate Secretary

EXHIBIT A

Idaho Transportation Department
Snake River Ave
Project No. A013(443)
Key No. 13443
Parcel No. 2
Parcel ID. No. 51256

June 6, 2025
0.098 acre (4,264 sq. ft.)

Fee Acquisition Description

Two tracts of land being a portion of Lot 10 of Acres, City of Lewiston according to the recorded plat thereof, located within Government Lot 2 of Section 1, Township 35 North, Range 6 West, Boise Meridian, Nez Perce County, Idaho. Said parcels of land being part of an entire tract, described as Parcel No 1 and Parcel No 2 in Instrument No. 912387 on file in the office of the Nez Perce County Recorder. Said tracts of land more particularly described as follows:

Tract 1

COMMENCING at True's Monument No. 7 on the old South City Limits Line of E.B. True's original survey of the City of Lewiston, per Corner Record Instrument No. 848654, from which the Center Quarter Section Corner of Section 1 bears, South 00°55'49" West 1326.61 feet.

THENCE South 89°05'44" East 50.12 feet to the southwest corner of said Lot 10, said point being 30.99 feet right of Snake River Ave at Station 831+33.58 and the POINT OF BEGINNING.

THENCE along the westerly line of said Lot 10, North 05°01'05" East 315.00 feet to a point 31.37 feet right of Snake River Ave at Station 834+49.55;

THENCE South 89°00'38" East 4.51 feet to a point 35.86 feet right of Snake River Ave at Station 834+49.96;

THENCE South 05°01'05" West 256.73 feet to a point 35.85 feet right of Snake River Ave at Station 831+92.31;

THENCE South 34°30'33" East 51.17 feet to a point 68.21 feet right of Snake River Ave at Station 831+52.62;

THENCE South 79°25'43" East 63.30 feet to a point 131.17 feet right of Snake River Ave at Station 831+45.91;

THENCE South 01°54'57" West 5.78 feet to a point in the south line of Lot 10 and the north right-of-way line of 11th Ave, said point being 131.43 feet right of Snake River Ave at Station 831+39.95;

THENCE along said south line of Lot 10 and North Right-of way of 11th Ave, North 89°05'44" West 100.64 feet the POINT OF BEGINNING.

The above-described parcel contains 0.077 acre (3,335 sq. ft.)

Reference Station 831+33.58 to 834+49.96 of Project No. A013(443).

Tract 2

COMMENCING at True's Monument No. 7 on the old South City Limits Line of E.B. True's original survey of the City of Lewiston, per Corner Record Instrument No. 848654, from which the Center Quarter Section Corner of Section 1 bears, South 00°55'49" West 1326.61 feet.

THENCE South 89°05'44" East 50.12 feet to the southwest corner of said Lot 10;

THENCE along the west line of said Lot 10 and the existing east right-of-way line of Snake River Ave, North 05°01'05" East 315.00 feet to a point 31.37 feet right of Snake River Ave at Station 834+49.55 and the POINT OF BEGINNING.

THENCE along the existing right-of-way line of Snake River Ave, North 05°01'05" East 206.51 feet to point in the north line of said entire tract, said point being 23.48 feet right of Snake River Ave at Station 836+56.61;

THENCE along said north line, South 84°59'11" East 4.50 feet to a point 27.98 feet right of Snake River Ave at Station 836+56.81;

THENCE South 05°01'05" West 206.20 feet to a point in the south line of said entire tract, to a point 35.86 feet right of Snake River Ave at Station 834+49.96;

THENCE along the south line of said entire tract, North 89°00'38" West 4.51 feet to the POINT OF BEGINNING.

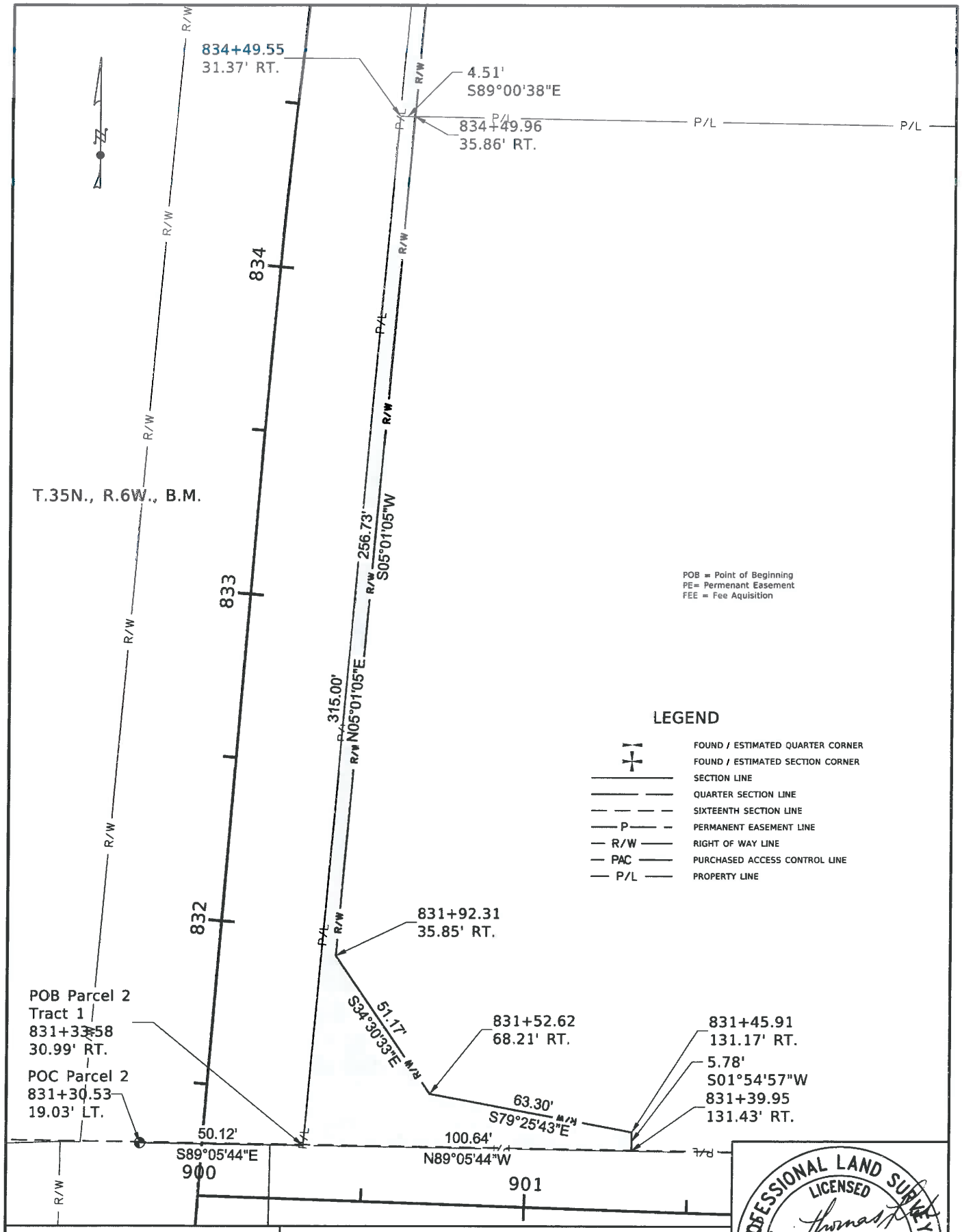
The above-described parcel contains 0.021 acre (929 sq. ft.).

Reference Station 834+49.55 to 836+56.81 of Project No. A013(443).

Together with and subject to covenants, easements, and restrictions of record.

Prepared by Horrocks in June of 2025.

PROFESSIONAL LAND SURVEYOR
LICENSED
18781
06-09-2025
STATE OF IDAHO
BRIAN T. LISH



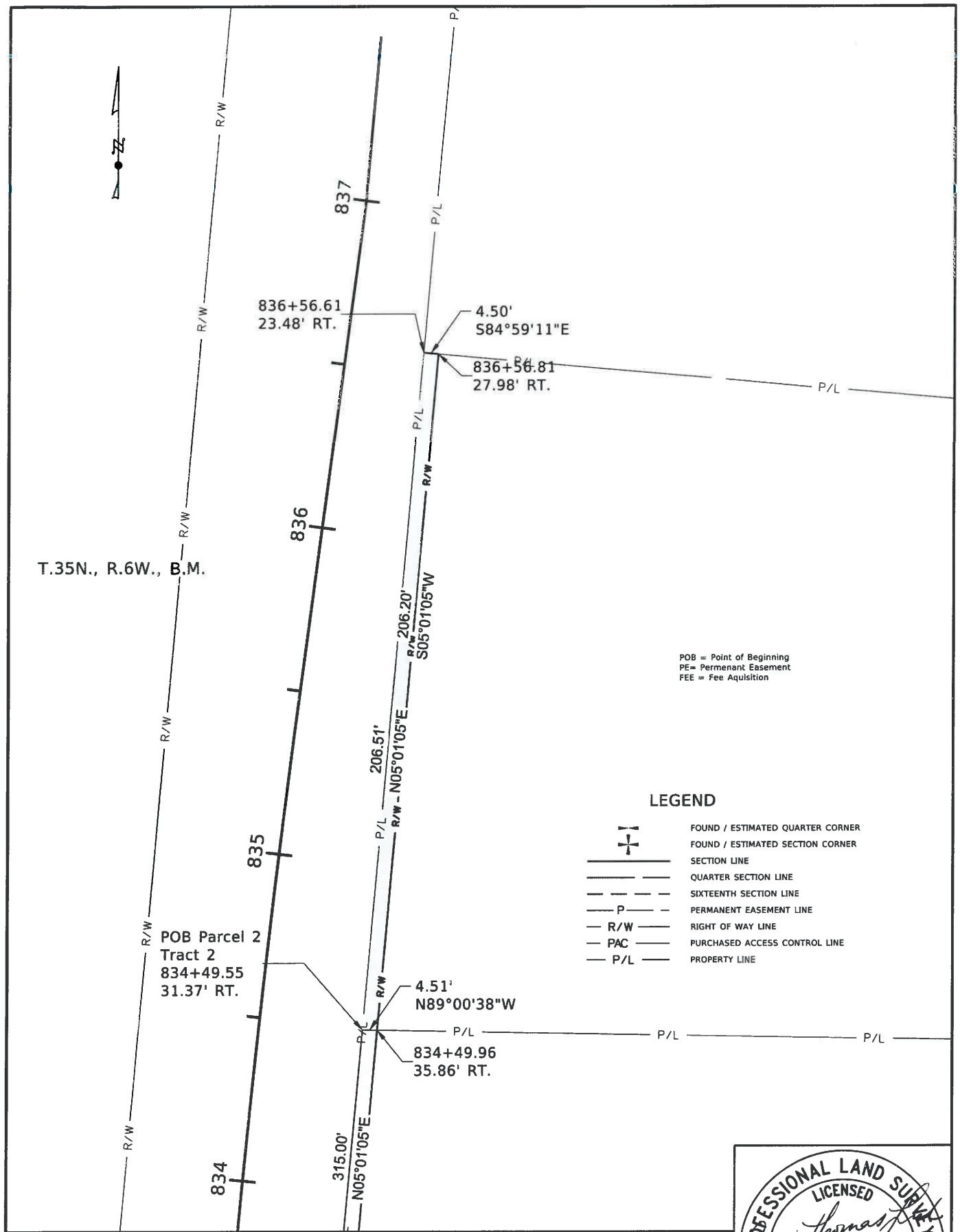
FEDERAL CARTRIDGE CO.
PARCEL 2

IDAHO TRANSPORTATION DEPARTMENT
YOUR Safety→YOUR Mobility→YOUR Economic Opportunity

Horrocks.

PROFESSIONAL LAND SURVEYOR
LICENSED
18781
06-09-2025
STATE OF IDAHO
BRIAN T. LISH

13443_ROW_Sketches.DGN



FEDERAL CARTRIDGE CO.
PARCEL 2

IDAHO TRANSPORTATION DEPARTMENT

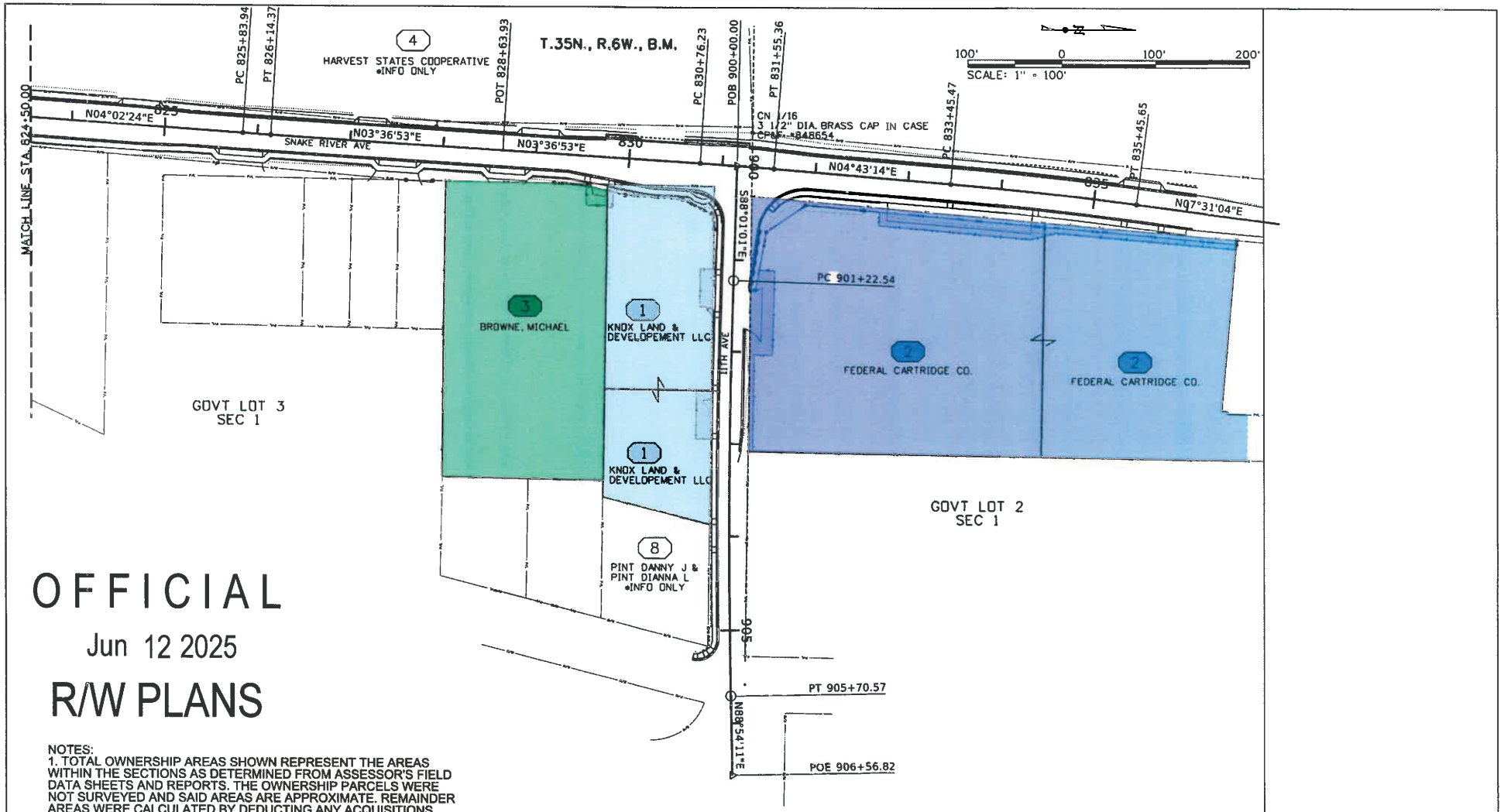
YOUR Safety→YOUR Mobility→YOUR Economic Opportunity

Horrocks.

PROFESSIONAL LAND SURVEYOR
LICENSED
18781
06-09-2025
STATE OF IDAHO
BRIAN T. LISH

13443_ROW_Sketches.DGN

EXHIBIT B



OFFICIAL

Jun 12 2025

R/W PLANS

NOTES:
1. TOTAL OWNERSHIP AREAS SHOWN REPRESENT THE AREAS WITHIN THE SECTIONS AS DETERMINED FROM ASSESSOR'S FIELD DATA SHEETS AND REPORTS. THE OWNERSHIP PARCELS WERE NOT SURVEYED AND SAID AREAS ARE APPROXIMATE. REMAINDER AREAS WERE CALCULATED BY DEDUCTING ANY ACQUISITIONS MADE AS A RESULT OF THIS PROJECT FROM THOSE APPROXIMATE AREAS AND ARE ALSO APPROXIMATE.

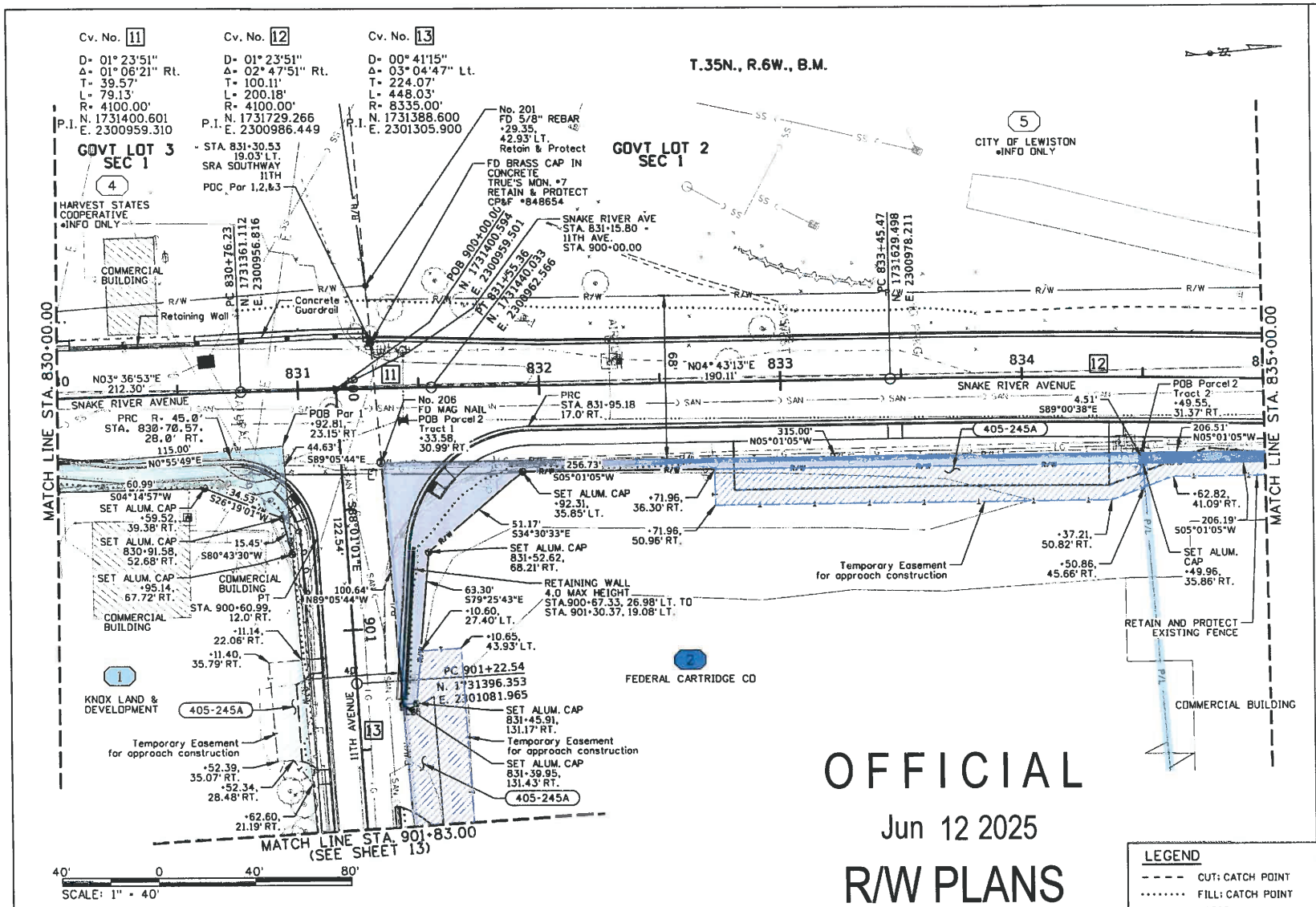
2. * INDICATES PARCEL IS SHOWN FOR INFORMATION PURPOSES ONLY.

ORIGINAL STORED AT: ITD. District 2 2600 North & South Highway, Lewiston, ID

PROFESSIONAL LAND SURVEYOR LICENSED 18781 06-09-2025 STATE OF IDAHO BRIAN T. LISH

REVISIONS			
NO.	DATE	BY	DESCRIPTION

DESIGNED K. ARNZEN	SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY	IDAHO TRANSPORTATION DEPARTMENT	PROJECT NO. A013(443)
DESIGN CHECKED D. BARKER			TOTAL OWNERSHIP MAP SNAKE RIVER AVE; SOUTHWAY BR TO 11TH AVE
DETAILED P. REMUS	CADD FILE NAME 13443_omap_003.sh.DGN	Horrocks	English
DRAWING CHECKED B. LISH	DRAWING DATE: 9-JUN-2025		COUNTY NEZ PERCE; KEY NUMBER 13443; SHEET 6 OF 15



405-245A APPROACH

1 EA	STA. 901+33.00, RT. Width = 40.0'	
1 EA	STA. 901+47.00, LT. Width = 40.0'	
1 EA	STA. 833+95.00, RT. Width = 86.0'	

L26	S01°54'57"W	5.78'

NOTES:

OFFICIAL

Jun 12 2025

R/W PLANS

LEGEND

- CUT: CATCH POINT
- FILL: CATCH POINT
- BOTTOM OF DITCH

ORIGINAL STORED AT: ITD, District 2 2600 North & South Highway, Lewiston, ID

PROFESSIONAL LAND SURVEYOR LICENSED 18781 06-09-2025 STATE OF IDAHO BRIAN T. LISH

REVISIONS			
NO.	DATE	BY	DESCRIPTION

DESIGNED K. ARNZEN	SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY	IDAHO TRANSPORTATION DEPARTMENT	PROJECT NO. A013(443)
DESIGN CHECKED D. BARKER			
DETAILED P. REMUS	CADD FILE NAME 13443_plan_007.sht	Horrocks.	
DRAWING CHECKED B. LISH	DRAWING DATE: 9-JUN-2025		

RIGHT-OF-WAY PLAN

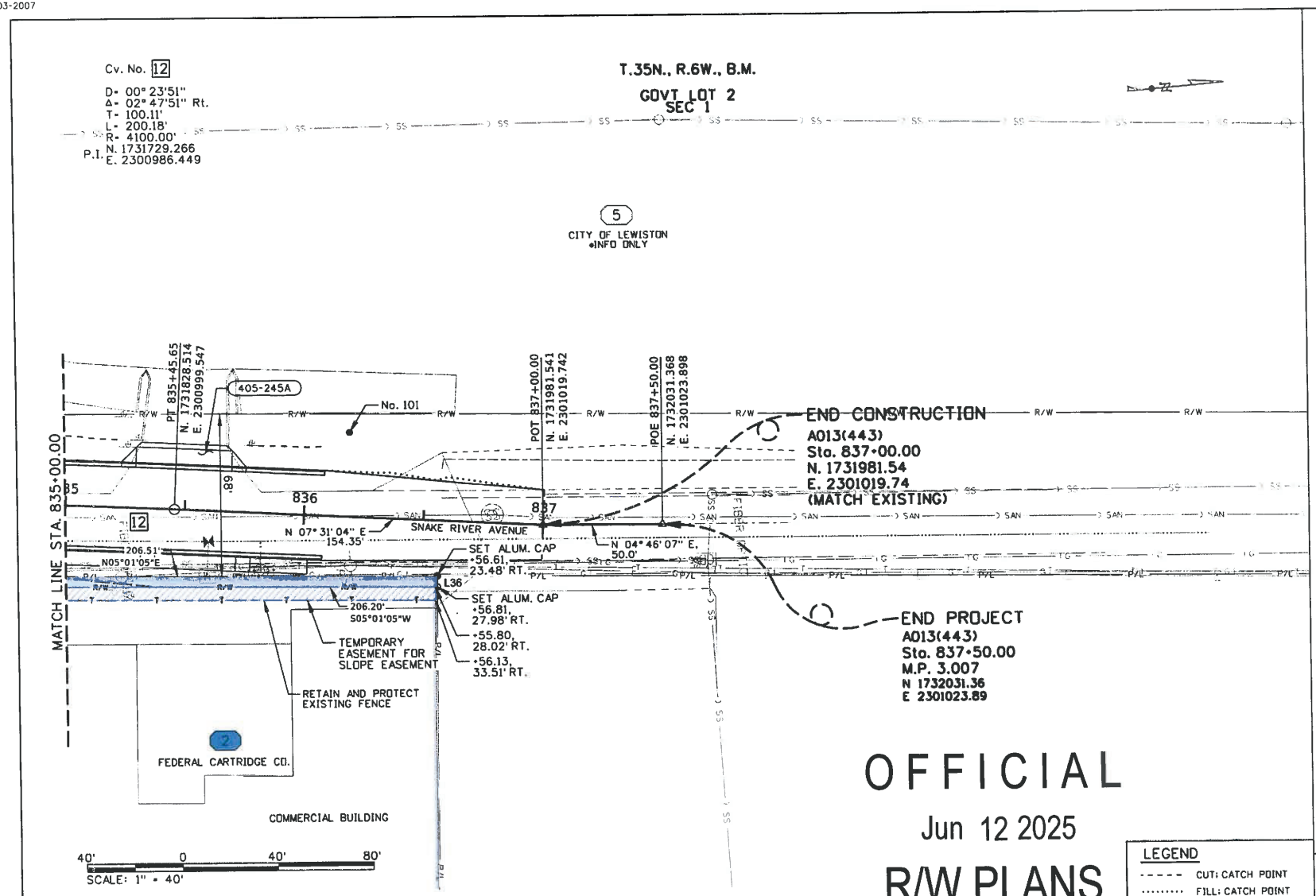
SNAKE RIVER AVE
SOUTHWAY BR TO 11TH AVE

English

COUNTY NEZ PERCE

KEY NUMBER 13443

SHEET 13 OF 15



405-245A APPROACH
1 EA STA. 835+50.00, LT.
Width = 40.0'

Line Table		
Line	Bearing	Length
L36	S84°59'11"E	4.50'

NOTES:

OFFICIAL

Jun 12 2025

R/W PLANS

LEGEND
- - - - - CUT: CATCH POINT
..... FILL: CATCH POINT
——— BOTTOM OF DITCH

ORIGINAL STORED AT: ITD, District 2 2600 North & South Highway, Lewiston, ID

PROFESSIONAL LAND SURVEYOR LICENSED 18781 06-09-2025 STATE OF IDAHO BRIAN T. LISH

REVISIONS			
NO.	DATE	BY	DESCRIPTION

DESIGNED K. ARNZEN
DESIGN CHECKED D. BARKER
DETAILED P. REMUS
DRAWING CHECKED B. LISH

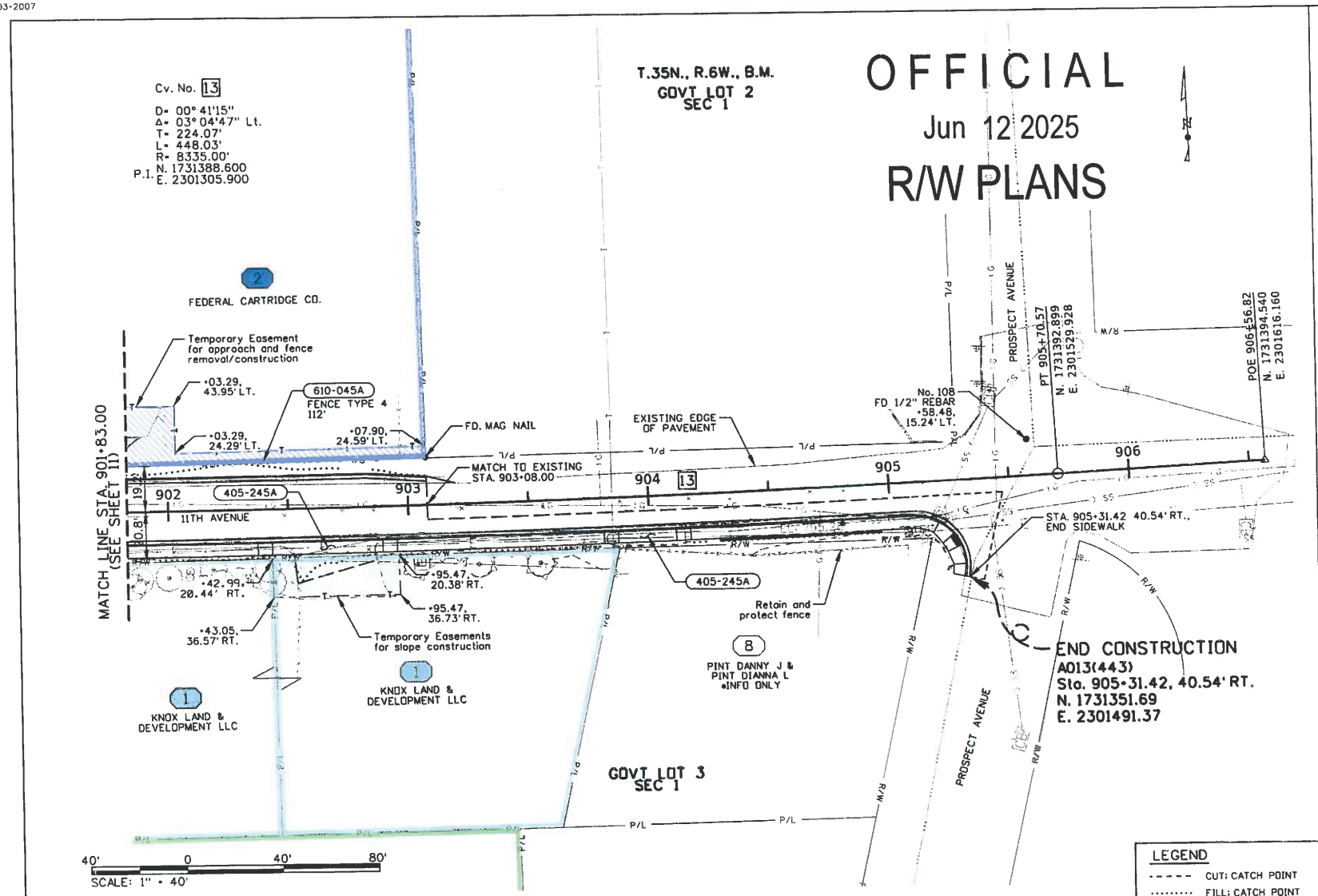
SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY
CADD FILE NAME 13443_plan_008.sht
DRAWING DATE: 9-JUN-2025

IDAHO TRANSPORTATION DEPARTMENT
Horrocks.

PROJECT NO. A013(443)

RIGHT-OF-WAY PLAN
SNAKE RIVER AVE
SOUTHWAY BR TO 11TH AVE

English
COUNTY NEZ PERCE
KEY NUMBER 13443
SHEET 14 OF 15



405-245A APPROACH
1 EA STA. 902+66.00, RT. Width = 46.0'
1 EA STA. 903+99.00, RT. Width = 24.0'

610-045A FENCE TYPE 4
112' FT STA. 901+85.11, LT. TO STA. 902+97.38, LT.

LEGEND
- - - - - CUT: CATCH POINT
..... FILL: CATCH POINT
——— BOTTOM OF DITCH

ORIGINAL STORED AT: ITD, District 2 2600 North & South Highway, Lewiston, ID

PROFESSIONAL LAND SURVEYOR LICENSED 18781 06-09-2025 STATE OF IDAHO BRIAN T. LISH

REVISIONS			
NO.	DATE	BY	DESCRIPTION

DESIGNED K. ARNZEN
DESIGN CHECKED D. BARKER
DETAILED P. REMUS
DRAWING CHECKED B. LISH

SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY
CADD FILE NAME 13443_plan_009.sht
DRAWING DATE: 9-JUN-2025

IDAHO TRANSPORTATION DEPARTMENT
Horrocks

PROJECT NO. A013(443)

RIGHT-OF-WAY PLAN
SNAKE RIVER AVE
SOUTHWAY BR TO 11TH AVE
901+83.00 906+56.97

English
COUNTY NEZ PERCE
KEY NUMBER 13443
SHEET 15 OF 15

EXHIBIT 2
to
Resolution 2025-46

CLAIM FOR PAYMENT
REAL ESTATE TRANSACTIONS

Project No. A013(443) Key No. 13443 Program No. T142790

Parcel No. 2 Parcel ID No. 51256

The undersigned have an interest in the agreed settlement amount as specified in that certain Right of Way Contract dated September 2, 2025, by and between the City of Lewiston, a political subdivision of the State of Idaho, and the undersigned. PAYMENTS MADE ON BEHALF OF UNDERSIGNED (TRANSFEROR(S)) WILL BE REPORTED UNDER TRANSFEROR'S TAX IDENTIFICATION NUMBER WHICH SHALL BE COLLECTED BY THE TITLE COMPANY LISTED.

That agreed settlement amount specified in the Right of Way Contract shall be paid as follows:

Name/Address	FEIN	Payment Amount
Alliance Title & Escrow 925 S Allante Place Boise, Idaho 83709	82-0481163	$34,360.82

On behalf of:
Federal Cartridge Company
Jeffrey Ehrich
2299 Snake River Avenue
Lewiston, ID 83501

TRANSFEROR SIGNATURE(S)

We hereby certify that the foregoing claim is just and correct, that the amount claimed is legally due after allowing all just credits, and that no part of same has been previously paid.

FEDERAL CARTRIDGE COMPANY

By: _____
JEFFREY EHRICH
Chief Legal Officer and Corporate Secretary

DEPARTMENT USE ONLY

I hereby certify that the above Transferor(s) are entitled to the amount claimed above by virtue of transferring ownership or interest in real property to the Idaho Transportation Department and have examined the supporting data and recommend payment of the amount claimed.

Recommended: _____
Right of Way Agent

Approved: _____
Authorized Supervisor

Your Safety • Your Mobility
Your Economic Opportunity

IDAHO TRANSPORTATION DEPARTMENT
2600 Frontage Road • Lewiston, ID 83501-0837
(208) 799-5090 • itd.idaho.gov

Transmittal

Date: September 30, 2025

To:
Alannah Bailey P.E.
City of Lewiston
215 D Street
Lewiston, ID 83501

From: Mike Ahlers-Idaho Transportation Dept.

Re: Key 13443 Snake River Avenue: Parcel 2, Federal Cartridge

☒ **Urgent** ☐ **FYI or Use** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐**As Requested**

Enclosed are the following documents for the reference project & parcel:

1. Original – Memorandum of Contract of Sale

Project No. A013(443)
Key No. 13443
Parcel No. 2
Parcel ID No. 51256

MEMORANDUM OF CONTRACT OF SALE

This MEMORANDUM OF CONTRACT OF SALE is made and entered into as of the 2nd day of September, 2025, by and between **FEDERAL CARTRIDGE COMPANY, a Minnesota corporation** ("Grantor"), whose address is 2299 Snake River Avenue, Lewiston, Idaho 83501 and the **CITY OF LEWISTON, a political subdivision of the State of Idaho** ("Grantee"), whose address is 1134 F Street, Lewiston, Idaho 83501.

Grantor owns that certain real property located in the County of NEZ PERCE, State of Idaho, which is more particularly described as follows ("Property"):

SEE **EXHIBIT A** ATTACHED HERETO
AND BY THIS REFERENCE MADE A PART HEREOF.
Together with all appurtenances.

Fee Acquisition containing approximately 0.098 acres.
Snake River Highway Station Reference: 831+33.58 to 836+56.81.

Temporary Easement containing approximately 0.148 acres.
Snake River Highway Station Reference: 832+71.96 to 836+56.13, and
11th Avenue Highway Station Reference: 901+10.60 to 903+07.90.

Together with all appurtenances.

RECORD AT THE REQUEST OF THE STATE OF IDAHO
FEE EXEMPT – I.C. 67-2301

Project No. A013(443)
Key No. 13443
Parcel No. 2
Parcel ID No. 51256

NOW, THEREFORE, Grantor declares as follows:

Grantor agrees to sell the Property to Grantee and Grantee agrees to purchase the same from Grantor upon all the terms and conditions set forth in that certain Right of Way Contract by and between Grantor and Grantee dated as of the 2nd day of September, 2025.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the day and year first above written.

GRANTOR:

FEDERAL CARTRIDGE COMPANY

By: _____

JEFFREY EHRICH
Chief Legal Officer and Corporate Secretary

STATE OF MINNESOTA)
) ss.
County of ANOKA)

On this 2nd day of September, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared JEFFREY EHRICH, known or identified to me to be the Chief Legal Office and Corporate Secretary of FEDERAL CARTRIDGE COMPANY, who executed the instrument on behalf of said corporation and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for ANOKA COUNTY
Residing at 4881 - 142nd Ln Ramsey MN 55303
My commission expires January 31, 2030

(SEAL)

RECORD AT THE REQUEST OF THE STATE OF IDAHO
FEE EXEMPT – I.C. 67-2301

Project No. A013(443)
Key No. 13443
Parcel No. 2
Parcel ID No. 51256

IN WITNESS WHEREOF, Grantee has hereunto set its hand and seal the day and year first above written.

CITY:

CITY OF LEWISTON

By: _____
DANIEL G. JOHNSON, Mayor

ATTEST:

By: _____
CITY CLERK
Printed Name: _____

State of IDAHO)
) ss.
County of NEZ PERCE)

On this _____ day of _____, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared DANIEL G. JOHNSON and _____, known or identified to me to be the Mayor and City Clerk for the City of Lewiston, and acknowledged to me that they executed the foregoing instrument for and on behalf of the City of Lewiston.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

_____
Notary Public for IDAHO.
Residing at _____
My commission expires _____

(SEAL)

RECORD AT THE REQUEST OF THE STATE OF IDAHO
FEE EXEMPT – I.C. 67-2301

Project No. A013(443)
Key No. 13443
Parcel No. 2
Parcel ID No. 51256

EXHIBIT A

Idaho Transportation Department
Snake River Ave
Project No. A013(443)
Key No. 13443
Parcel No. 2
Parcel ID. No. 51256

June 6, 2025
0.098 acre (4,264 sq. ft.)

Fee Acquisition Description

Two tracts of land being a portion of Lot 10 of Acres, City of Lewiston according to the recorded plat thereof, located within Government Lot 2 of Section 1, Township 35 North, Range 6 West, Boise Meridian, Nez Perce County, Idaho. Said parcels of land being part of an entire tract, described as Parcel No 1 and Parcel No 2 in Instrument No. 912387 on file in the office of the Nez Perce County Recorder. Said tracts of land more particularly described as follows:

Tract 1

COMMENCING at True's Monument No. 7 on the old South City Limits Line of E.B. True's original survey of the City of Lewiston, per Corner Record Instrument No. 848654, from which the Center Quarter Section Corner of Section 1 bears, South 00°55'49" West 1326.61 feet.

THENCE South 89°05'44" East 50.12 feet to the southwest corner of said Lot 10, said point being 30.99 feet right of Snake River Ave at Station 831+33.58 and the POINT OF BEGINNING.

THENCE along the westerly line of said Lot 10, North 05°01'05" East 315.00 feet to a point 31.37 feet right of Snake River Ave at Station 834+49.55;

THENCE South 89°00'38" East 4.51 feet to a point 35.86 feet right of Snake River Ave at Station 834+49.96;

THENCE South 05°01'05" West 256.73 feet to a point 35.85 feet right of Snake River Ave at Station 831+92.31;

THENCE South 34°30'33" East 51.17 feet to a point 68.21 feet right of Snake River Ave at Station 831+52.62;

THENCE South 79°25'43" East 63.30 feet to a point 131.17 feet right of Snake River Ave at Station 831+45.91;

THENCE South 01°54'57" West 5.78 feet to a point in the south line of Lot 10 and the north right-of-way line of 11th Ave, said point being 131.43 feet right of Snake River Ave at Station 831+39.95;

THENCE along said south line of Lot 10 and North Right-of way of 11th Ave, North 89°05'44" West 100.64 feet the POINT OF BEGINNING.

The above-described parcel contains 0.077 acre (3,335 sq. ft.)

Reference Station 831+33.58 to 834+49.96 of Project No. A013(443).

Tract 2

COMMENCING at True's Monument No. 7 on the old South City Limits Line of E.B. True's original survey of the City of Lewiston, per Corner Record Instrument No. 848654, from which the Center Quarter Section Corner of Section 1 bears, South 00°55'49" West 1326.61 feet.

THENCE South 89°05'44" East 50.12 feet to the southwest corner of said Lot 10;

THENCE along the west line of said Lot 10 and the existing east right-of-way line of Snake River Ave, North 05°01'05" East 315.00 feet to a point 31.37 feet right of Snake River Ave at Station 834+49.55 and the POINT OF BEGINNING.

THENCE along the existing right-of-way line of Snake River Ave, North 05°01'05" East 206.51 feet to point in the north line of said entire tract, said point being 23.48 feet right of Snake River Ave at Station 836+56.61;

THENCE along said north line, South 84°59'11" East 4.50 feet to a point 27.98 feet right of Snake River Ave at Station 836+56.81;

THENCE South 05°01'05" West 206.20 feet to a point in the south line of said entire tract, to a point 35.86 feet right of Snake River Ave at Station 834+49.96;

THENCE along the south line of said entire tract, North 89°00'38" West 4.51 feet to the POINT OF BEGINNING.

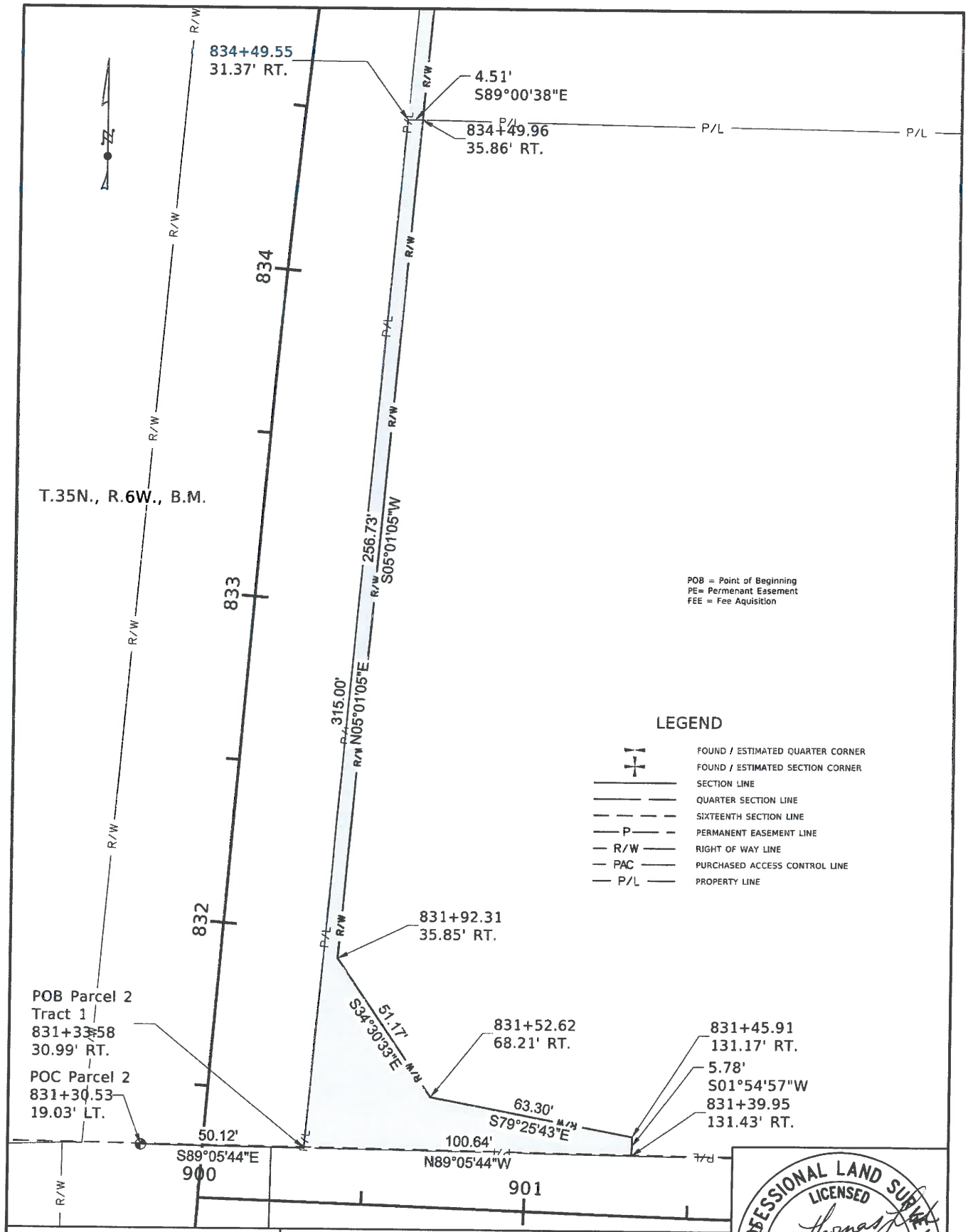
The above-described parcel contains 0.021 acre (929 sq. ft.).

Reference Station 834+49.55 to 836+56.81 of Project No. A013(443).

Together with and subject to covenants, easements, and restrictions of record.

Prepared by Horrocks in June of 2025.

PROFESSIONAL LAND SURVEYOR
LICENSED
18781
06-09-2025
STATE OF IDAHO
BRIAN T. LISH



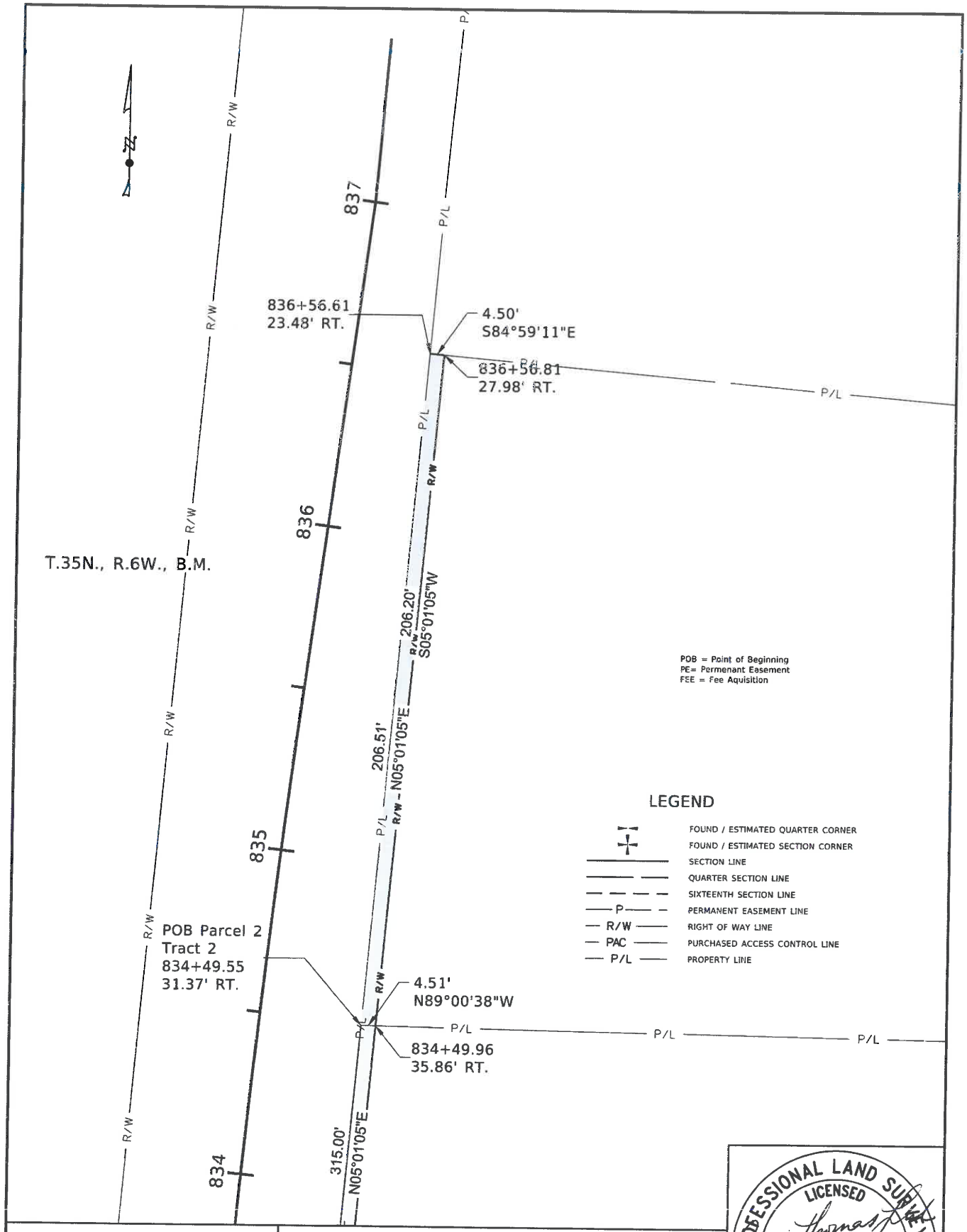
FEDERAL CARTRIDGE CO.
PARCEL 2

IDAHO TRANSPORTATION DEPARTMENT
YOUR Safety→YOUR Mobility→YOUR Economic Opportunity

Horrocks.

PROFESSIONAL LAND SURVEYOR
LICENSED
18781
06-09-2025
STATE OF IDAHO
BRIAN T. LISH

13443_ROW_Sketches.DGN



FEDERAL CARTRIDGE CO.
PARCEL 2

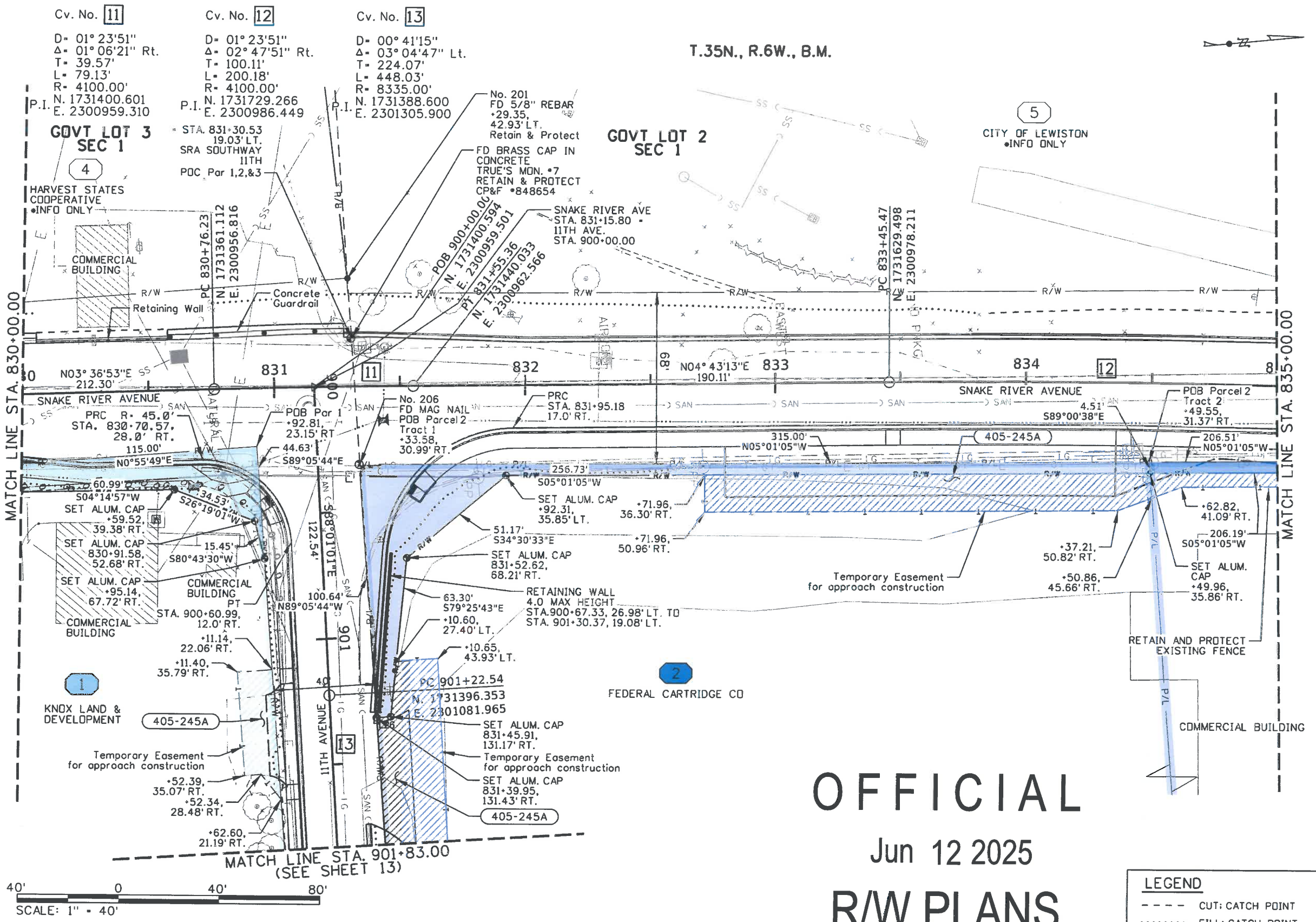
IDAHO TRANSPORTATION DEPARTMENT

YOUR Safety→YOUR Mobility→YOUR Economic Opportunity

Horrocks.

PROFESSIONAL LAND SURVEYOR
LICENSED
18781
06-09-2025
STATE OF IDAHO
BRIAN T. LISH

13443_ROW_Sketches.DGN



405-245A APPROACH

1	EA	STA. 901+33.00, RT. Width = 40.0'
1	EA	STA. 901+47.00, LT. Width = 40.0'
1	EA	STA. 833+95.00, RT. Width = 86.0'

L26	S01°54'57"W	5.78'

NOTES:

OFFICIAL

Jun 12 2025

R/W PLANS

LEGEND

- - - - CUT: CATCH POINT
····· FILL: CATCH POINT
—·—·— BOTTOM OF DITCH

ORIGINAL STORED AT: ITD, District 2 2600 North & South Highway, Lewiston, ID

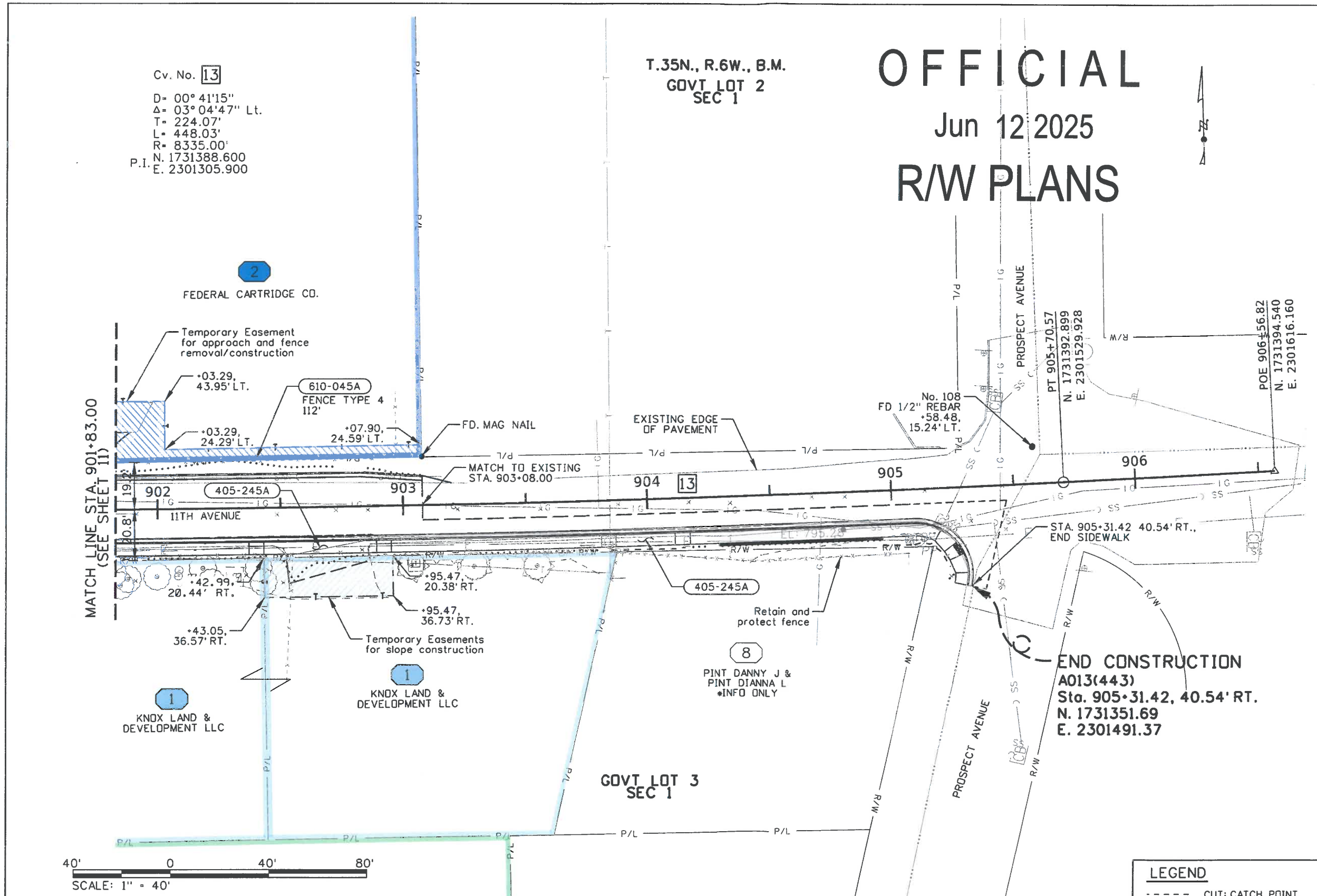
PROFESSIONAL LAND SURVEYOR LICENSED 18781 06-09-2025 STATE OF IDAHO BRIAN T. LISH

REVISIONS

NO.	DATE	BY	DESCRIPTION

DESIGNED K. ARNZEN	SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY	IDAHO TRANSPORTATION DEPARTMENT
DESIGN CHECKED D. BARKER		Horrocks.
DETAILED P. REMUS	CADD FILE NAME 13443_plan_007.sht	
DRAWING CHECKED B. LISH	DRAWING DATE: 9-JUN-2025	

PROJECT NO.	RIGHT-OF-WAY PLAN	English
A013(443)	SNAKE RIVER AVE SOUTHWAY BR TO 11TH AVE	COUNTY NEZ PERCE
		KEY NUMBER 13443
		SHEET 13 OF 15



405-245A APPROACH

1	EA	STA. 902+66.00, RT. Width = 46.0'
1	EA	STA. 903+99.00, RT. Width = 24.0'

610-045A FENCE TYPE 4

112'	FT	STA. 901+85.11, LT. TO STA. 902+97.38, LT.

LEGEND

- - - - - CUT: CATCH POINT
..... FILL: CATCH POINT
——— BOTTOM OF DITCH

ORIGINAL STORED AT: ITD, District 2 2600 North & South Highway, Lewiston, ID

PROFESSIONAL LAND SURVEYOR LICENSED 18781 06-09-2025 STATE OF IDAHO BRIAN T. LISH

REVISIONS			
NO.	DATE	BY	DESCRIPTION

DESIGNED K. ARNZEN	SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY	IDAHO TRANSPORTATION DEPARTMENT
DESIGN CHECKED D. BARKER		
DETAILED P. REMUS	CADD FILE NAME 13443_plan_009.sht	
DRAWING CHECKED B. LISH	DRAWING DATE: 9-JUN-2025	Horrocks.

PROJECT NO. A013(443)

RIGHT-OF-WAY PLAN
SNAKE RIVER AVE
SOUTHWAY BR TO 11TH AVE
901+83.00 906+56.97

English
COUNTY NEZ PERCE
KEY NUMBER 13443
SHEET 15 OF 15

FILE

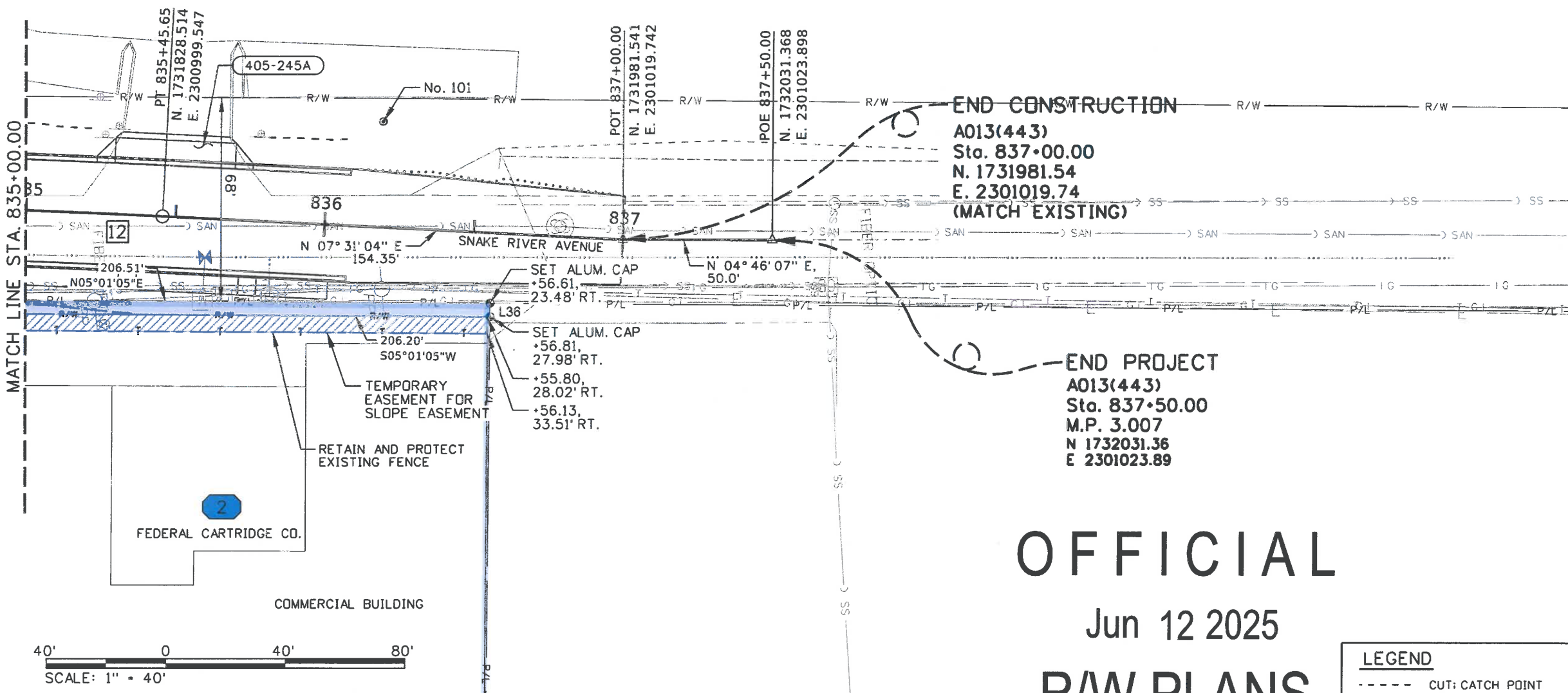
Cv. No. 12

D= 00° 23'51"
Δ= 02° 47'51" Rt.
T= 100.11'
L= 200.18'
R= 4100.00'
P.I. N. 1731729.266
E. 2300986.449

T.35N., R.6W., B.M.

GOVT LOT 2
SEC 1

5
CITY OF LEWISTON
*INFO ONLY



405-245A APPROACH
1 EA STA. 835+50.00, LT.
Width = 40.0'

Line Table		
Line	Bearing	Length
L36	S84°59'11"E	4.50'

NOTES:

OFFICIAL

Jun 12 2025

R/W PLANS

LEGEND
- - - - - CUT: CATCH POINT
..... FILL: CATCH POINT
——— BOTTOM OF DITCH

ORIGINAL STORED AT: ITD, District 2 2600 North & South Highway, Lewiston, ID

PROFESSIONAL LAND SURVEYOR LICENSED 18781 06-09-2025 STATE OF IDAHO BRIAN T. LISH

REVISIONS			
NO.	DATE	BY	DESCRIPTION

DESIGNED K. ARNZEN	SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY	IDAHO TRANSPORTATION DEPARTMENT
DESIGN CHECKED D. BARKER		
DETAILED P. REMUS	CADD FILE NAME 13443_plan_008.sht	
DRAWING CHECKED B. LISH	DRAWING DATE: 9-JUN-2025	Horrocks.

PROJECT NO.	RIGHT-OF-WAY PLAN	English
A013(443)	SNAKE RIVER AVE SOUTHWAY BR TO 11TH AVE	COUNTY NEZ PERCE
		KEY NUMBER 13443
		SHEET 14 OF 15

$$FILE$$

CITY COUNCIL MEETING
AGENDA ITEM SUMMARY

ITEM TITLE RESOLUTION 2025-47	**AGENDA NO.** VI. G. **AGENDA DATE:** October 13, 2025

ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.)

The City owns and operates a solid waste transfer station located at 1031 Wild Dove Way in Lewiston, Idaho. Nez Perce County (NPC) contracts for the collection of solid waste in various locations within the geographic boundaries of the County. The County has the need for the services provided at the City's Transfer Station. The most current Transfer Station Use Agreement between the City and NPC, outlining the responsibilities of both parties for shared solid waste services, was adopted by Resolution 2011-14, on March 14, 2011. That agreement commenced at the time of execution until September 30, 2012, with the option that the agreement could be extended by the parties, for three (3) additional one (1) year terms. Assuming the City and NPC agreed to extend this agreement to the fullest extent, the agreement would expire on September 30, 2015.

On September 29, 2025, the City received a letter from the NPC Board of Commissioner (BOCC), stating that the County intends to continue utilizing the City's Transfer Station for the disposal of Solid Waste materials generated by the ACI and unincorporated Nez Perce County after October 1, 2025. The City replied with a letter approving the BOCC's request.

Before the City Council tonight is the proposed Transfer Station Use Agreement between the City of Lewiston and Nez Perce County. The term of the agreement is from the date of the last signature through September 30, 2026. Thereafter, the agreement will automatically renew for up to five (5) consecutive one (1) year periods, until termination or expiration.

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

In FY25, excess hauling to the Transfer Station far exceeded previous years, resulting in an amendment to capture the additional revenue and related expenses. An amendment in FY26 may be necessary if this trend continues and future budgets will be adjusted accordingly.

ACTION PROPOSED

Staff recommends approving and the Mayor to sign Resolution 2025-47, executing the Transfer Station Use Agreement between the City of Lewiston and Nez Perce County.

TRANSFER STATION USE AGREEMENT

THIS TRANSFER STATION USE AGREEMENT ("Agreement") made this _____ day of _____, 2025, by and between the CITY OF LEWISTON, an Idaho municipal corporation (hereafter "City"), and NEZ PERCE COUNTY, a political subdivision of the State of Idaho (hereafter "County"). The City and County may also individually be referred to as "Party" or collectively as "Parties."

WHEREAS, the City owns and operates a solid waste transfer station located at 1031 Wild Dove Way in Lewiston, Idaho (hereafter "Transfer Station"), and

WHEREAS, the County contracts for the collection of solid waste in various locations within the geographic boundaries of the County, and

WHEREAS, the County has the need for the services provided at the City's Transfer Station.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. SCOPE OF SERVICES. Solid waste collected by the County may be disposed of at the City-owned Transfer Station. Disposal shall be conducted in compliance with all applicable local, state, and federal regulations, as well as all current operating policies, rules, and regulations of the City, as amended from time to time.

2. PAYMENT. The County shall pay to the City for the disposal of solid waste collected by it an amount equal to the percentage of the volume of the County's solid waste compared to the total volume of solid waste disposed of at the Transfer Station. The County's share of the total costs shall be determined by multiplying the County's percentage by the total direct and indirect administrative costs, as well as the total operational costs of the Transfer Station. The County shall be invoiced monthly based on estimates from the operators of the Transfer Station, and the County shall pay City within thirty (30) days of receipt of invoice from City. The County's bill will be reconciled annually based on actual, total volumes disposed of at the Transfer Station. The County's payment for disposal at the Transfer Station shall include the service of hauling to and landfill disposal at the Asotin County Regional Landfill. The City shall notify the County of purchases or policy changes that will significantly impact the County's payment for County's disposal at the Transfer Station.

3. TERM AND RENEWAL. The term of this Agreement shall commence the date of the last signature and shall continue until September 30, 2026 (the "Initial Term"). Thereafter, this Agreement shall automatically renew for up to five (5) additional one (1) year terms (each a "Renewal Term"), unless terminated earlier as provided herein. Each Renewal Term shall commence on October 1 and shall terminate on September 30 of the following calendar year. This Agreement shall not extend beyond September 30, 2031.

The Parties understand that each is strictly bound by Article VIII, § 3 of the Idaho Constitution, which prohibits the Parties 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 the Parties' annual appropriation of funds for this Agreement. Said appropriation may be made solely at the option and discretion of responsible Party.

In the event that either Party does not appropriate funds for this Agreement for the ensuing fiscal year, for any reason, the non-appropriating Party may terminate this Agreement without penalty by providing written notice as provided herein in accordance with Paragraph 4.

4. TERMINATION. Either Party may terminate this Agreement, at any time without penalty, with at least one-hundred eighty (180) days' written notice to the other Party. A Party desiring to terminate this Agreement for any reason shall serve written notice upon the other Party of its intention to terminate this Agreement. Such notice shall be served no less than one-hundred eighty (180) calendar days prior to the end of the then current Term. The written notice shall automatically terminate this Agreement no earlier than one-hundred eighty (180) days from the date of written notice and on the date specified therein unless rescinded in writing prior to the stated termination date. If either Party does not appropriate funds necessary to comply with the terms of this Agreement for the following fiscal year, the non-appropriating Party may terminate the Agreement without penalty by providing notice as soon as practicable, but in no event less than sixty (60) days before the beginning of the Fiscal Year in which funds were not appropriated. The Party terminating the Agreement shall promptly provide written notice to the other, stating the non-appropriation of funds and the effective date of termination. No financial obligations shall accrue after the effective date of termination. Notwithstanding the foregoing, the County shall remain responsible for all costs and fees accrued under this Agreement up to the effective date of termination. Termination of this Agreement shall not preclude future use agreements between the Parties.

5. LIABILITY.

A. Mutual Releases. Except as specifically provided herein, each Party hereby forever releases and discharges the other Party, its officers, officials, employees, volunteers, and/ or agents from any claim related to this Agreement.

B. Liability to Third Parties. The term "third party" means any person, firm, or entity other than the Parties hereto. With regard to the County's use of the Transfer Station provided pursuant to this Agreement, each Party shall be responsible for all liability arising from and related to the acts or omissions of that Party, its officers, officials, employees, volunteers, and agents.

C. Mutual 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.

D. Survival. The provisions of this section shall survive the expiration or termination of this Agreement.

6. NOTICES. All notices required to be given pursuant to this Agreement shall be in writing and shall be deemed delivered immediately if hand-delivered or emailed to an operable email address identified below or seventy-two (72) hours after depositing the same in the U.S. mail, certified or registered, addressed to the respective addresses set forth below:

Lewiston: Mayor
City of Lewiston
1134 F Street

P.O. Box 617
Lewiston, Idaho 83501
mayorjohnson@cityoflewiston.org and
cityattorney@cityoflewiston.org

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

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

8. 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, government shut downs or similar governmental orders, disease, pandemics, or similar occurrences.

9. AMENDMENTS. This Agreement may be modified or amended only by a writing duly executed by both Parties.

10. 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.

11. 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.

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

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

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

15. SEVERABILITY. In the event that any provision of this Agreement is found for any reason to be unenforceable, the remainder of this Agreement shall remain in full force and effect and shall be binding upon the Parties.

16. SUCCESSORS AND ASSIGNS. This Agreement may not be assigned in whole or in part by either of the Parties hereto without the prior express written consent of the other Party.

17. SURVIVAL. All covenants, conditions, indemnification, 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.

18. AGREEMENT NOT EXCLUSIVE. This Agreement is not exclusive as between the Parties. Either Party may, as it deems necessary or expedient, enter into separate agreements with other entities. Entry into such separate agreements shall not change any relationship or covenant herein contained unless the Parties mutually agree in writing, to such change. The Parties shall, upon the request of the other Party, inform such Party of the other agreement entered into and provide copies of said agreements upon request.

19. TERMINATION OF PREVIOUS AGREEMENT. The previous "Transfer Station Use Agreement" entered into between the Parties, dated March 14, 2011, and any and all amendments thereto, is hereby terminated. The Parties waive any applicable notice periods required by that agreement to effectuate its termination.

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

Signatures on next page

DATED this _____ day of _____, 2025.

CITY OF LEWISTON

_____
Daniel G. Johnson, Mayor

ATTEST:

_____
Tanya M. Brocke, City Clerk

DATED this _____ day of _____, 2025.

BOARD OF COMMISSIONERS
NEZ PERCE COUNTY

_____
Douglas W. Havens, Chair

_____
Hannah Liedkie, Commissioner

_____
Joe Gish, Commissioner

ATTEST:

_____
Patty O. Weeks, County Clerk

RESOLUTION 2025-47

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF LEWISTON AND NEZ PERCE COUNTY RELATING TO THE USE OF THE CITY OF LEWISTON'S TRANSFER STATION FOR SOLID WASTE DISPOSAL; 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 an Agreement between the City of Lewiston, an Idaho municipal corporation, and Nez Perce County, a political subdivision of the State of Idaho, is hereby approved, and a copy of which is attached hereto and incorporated herein.

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 _____ day of _____ 2025.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

_____
Tanya M. Brocke, City Clerk

NEZ PERCE COUNTY
BOARD OF COUNTY COMMISSIONERS

P.O. Box 896
Lewiston, Idaho 83501-0896
(208) 799-3090
FAX (208) 799-3149

September 29, 2025

City of Lewiston
Attn: Mayor Dan Johnson
mayorjohnson@cityoflewiston.org

Dear Mayor Johnson:

This letter is a follow up to the conversation Commissioner Gish regarding the County's use of the City of Lewiston Transfer Station.

It is the County's intent to continue utilizing the Transfer Station for disposal of Solid Waste generated from the ACI and unincorporated Nez Perce County. The County will work with the City in FY26 to explore the feasibility of placing a portable scale at the Transfer Station for possible installation in FY 27 to obtain accurate weights for County Solid Waste.

If you have any questions and/or concerns, please do not hesitate to contact us.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

DOUGLAS W. HAVENS, Chairman

JOSEPH B GISH, Member

HANNAH LIEDKIE, Member

BoCC/sac

September 29, 2025

Nez Perce County Commissioners
1230 Main Street
P.O. Box 896
Lewiston, Idaho 83501

Dear Board of County Commissioners:

Thank you for your letter dated September 29, 2025, requesting to continue service at the City of Lewiston Transfer Station for disposal of solid waste material generated by the ACI and unincorporated Nez Perce County after October 1, 2025. Your request is approved with the following understanding.

First, Nez Perce County residents disposing of solid waste material at the transfer station shall produce proof of residency and service address from which the solid waste material was generated prior to disposing of material. This is the current practice. A better solution would be for County residents to display a permit from their vehicle's rearview mirror issued by the Board of County Commissioners.

Secondly, the County shall continue to pay the City for the disposal an amount equal to the percentage of the volume of the County's solid waste compared to the total volume of solid waste disposed of at the transfer station. The County's payment for disposal at the transfer station shall include hauling to and landfill disposal at the Asotin County Regional Landfill. All other administrative charges shall remain the same as before.

Thirdly, the County may install portable truck scales at the Transfer Station with the approval of the Transfer Station Supervisor. The scales shall be used to weigh Nez Perce County loads. Any additional costs to install and operate the scales shall be paid by Nez Perce County.

Lastly, the City shall prepare a new agreement for the County's signature no later than December 31, 2025. The agreement shall cover all solid waste services at the Transfer Station.

Sincerely,

Daniel G. Johnson
Mayor

1134 F Street • PO Box 617 • Lewiston, ID 83501-1930 • Ph.208.746.3671 • www.cityoflewiston.org

CITY COUNCIL MEETING
AGENDA ITEM SUMMARY

ITEM TITLE THIRD SUPPLEMENTAL AGREEMENT TO TR023 PROFESSIONAL SERVICES AGREEMENT	**AGENDA NO.** VI. H. **AGENDA DATE:** October 13, 2025

ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.)

Resolution 2014-8 approved by City Council on 2/24/2014 is for the original Project Development (PD) Agreement with Idaho Transportation Department (ITD) for Project No. A013(443) Snake River Ave: Southway BR to 11th Ave, Lewiston Nez Perce County, Key No. 13443. The first Professional Services Agreement (PSA) No. 8976 with Horrocks Engineers, Inc. for the expenditure of project funds for PD was completed.

The project's previous development phase, completed in 2016, included design and environmental services up to draft PS&E deliverables. Following this, the consultant design agreement was closed, and the project was placed on hold pending funding.

Local Highway Technical Assistance Council (LHTAC) is now administering the project, which was previously administered by ITD District 2. In Spring 2024, LHTAC published a Request for Information (RFI) for consultant services. Two firms responded, Consor and Horrocks Engineers, Inc. Horrocks Engineers, Inc. was selected and ITD prepared the Local Professional Services Agreement (PSA) No. 96885. The PSA was for updated topographic survey, alignment analysis with the removal of railroad tracks, signal warrant analysis, and utility coordination. The PSA amount was $44,673.00 and was signed by the Public Works Director in accordance with the City's Purchasing Policy.

The First Supplemental Agreement was executed on July 1, 2024 for an additional amount of $15,572.00, which brought the new total to $60,245.00. Supplemental Agreement I was for an addendum to the Archaeological and Historic Survey Report. Supplemental Agreement I was signed by the Mayor which aligns with the City's Purchasing Policy.

The Second Supplemental Agreement was executed December 27, 2024, for an additional amount of $135,411.00, which brought the total to $195,656.00. Supplemental Agreement II was for Professional Engineering Services to update the PS&E package with the revised alignment, revised right-of-way plans, current ITD Specifications, and required Environmental Re-evaluation, requested by LHTAC and prepared by ITD. This agreement was approved by the Council and signed by the Mayor in accordance with the City's Purchasing Policy.

The **Third Supplemental agreement**, which is before the Council for approval tonight, was

requested by LHTAC and prepared by ITD for an additional **$164,806.00**, which would bring the agreement total to $360,462.00. Supplemental Agreement III includes alignment and model CADD revisions, updating all sheets, structural wall revisions, revise and update plans with multiple alignment shifts, recreate ROW plans and Environmental technical memorandum not anticipated or included in Supplemental II.

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

The project has two funding sources. The first is a State/Local Agreement, signed in March 2014, which provides a federal participation rate of 92.66% and a local participation rate of 7.34%. The City has funds within Capital Transportation reserves to cover the matching requirement. The second is a Strategic Initiative Grant awarded to the City in March 2024 in the amount of $3,715,250. This grant does not require a local match and may be applied toward the City's 7.34% local participation in the State/Local Agreement. Project funding totaling $4,715,250 was appropriated in FY25, with the expectation that the construction phase would have commenced and progressed further. A budget amendment will be required to carry forward the remaining project funding into FY26.

SNAKE RIVE AVE; SOUTHWAY TO 11TH AVE (KN13443)			
	GRANT FUNDED 92.66%	LOCAL MATCH 7.34%	TOTAL
DESIGN	$ 152,709.24	$ 12,096.76	$ 164,806.00
RIGHT-OF-WAY	$ -	$ -	$ -
CONSTRUCTION	$ -	$ -	$ -
TOTAL:	**$ 152,709.24**	**$ 12,096.76**	**$ 164,806.00**

ACTION PROPOSED

Staff recommends that City Council approve and authorize the Mayor to sign Supplemental Agreement III with Horrocks Engineers, Inc. and ITD for the Snake River Avenue from Southway Bridge to 11th Avenue, Lewiston, Nez Perce County, Key No. 13443.

Supplemental Agreement

Key Number(s)	Project Name(s)	Project Number(s)
13443	SNAKE RV AVE; SOUTHWAY BR TO 11TH AVE, LEWISTON	T142790

Consultant	Agreement #	Date Authorized	Supplemental #
Horrocks, LLC	96885		3

	Not-To-Exceed (NTE)	Additional Services	Agreement	Fixed Fee (Included in NTE)
Original Agreement	$44,673.00	$0.00	$44,673.00	$4,476.00
Previous Supplementals	$150,983.00	$0.00	$150,983.00	$15,429.00
This Supplemental	$164,806.00	$0.00	$164,806.00	$16,950.00
New Totals	$360,462.00	$0.00	$360,462.00	$36,855.00

The Agreement dated 4/17/2024 between the State and Consultant is hereby modified as the parties hereto mutually agree.

The Consultant will provide additional services as outlined in the attached Scope of Work.

The Agreement Amounts are revised as shown in the table above.

The undersigned Consultant hereby agrees that if this Supplemental Agreement is approved, they will perform the work detailed above and accept payment at the prices shown for the respective items in accordance with the terms of the original Agreement, except as herein provided. **This Supplemental Agreement is not effective until approved by the Chief Engineer or his authorized representative.**

By reason of this proposed change, completion time will be adjusted as follows: New Completion Date is 12/1/2025

HORROCKS, LLC
Consultant

By: 9/17/2025

Title: Associate Vice President

CITY OF LEWISTON
Local Sponsor

By: _____

Title: _____

IDAHO TRANSPORTATION DEPARTMENT

By: _____

Title: _____

IDAHO CODE CERTIFICATION FORM

Failure to comply with the terms of the referenced Idaho Code may result in breach of contract.

Anti-Boycott Clauses

Per the provisions of Idaho Code §§ 67-2346, Anti-Boycott Against Israel Act, and Idaho Code §§ 67-2347A, Prohibition on Contracts with Companies Boycotting Certain Sectors the undersigned certifies that it is not currently engaged in and will not for the duration of the contract engage in the following:

- boycott of goods or services from Israel or territories under its control; or
- boycott of any individual or company because the individual or company engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or
- boycott of any individual or company because the individual or company engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § 18-3302(2)(d)

Prohibition on Contracts with Companies Owned or Operated by the Government of China

Idaho Code, §§ 67-2359 states "a public entity in this state may not enter into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China". Company certifies that it is not owned or operated by the government of China.

By signing below, I certify that this company understands and will comply with the aforementioned requirements

Signature of Company's authorized representative:

Signature

Horrocks LLC

Company Name

SUPPLEMENTAL III- SCOPE OF WORK

Snake River Ave. Lewiston, ID

Revise Model, Sheet Revisions, ROW Revisions and Environmental Document
Key No. 13443; Project No.: BE-365-1411
City Project No. TR023

Executive Summary
LHTAC has requested that Horrocks Engineers provide the following Scope of Work Supplemental to perform Professional Engineering Services for Snake River Ave from Southway bridge to 11th Ave., Lewiston project. This work will be performed as the third Supplemental to the agreement dated April 26, 2024. The following Scope of Work for Supplemental III includes alignment and model CADD revisions, updating all sheets, structural wall revisions, revise and update plans with multiple alignment shifts, recreate ROW plans and Environmental technical memorandum not anticipated or included in Supplemental 2.

1. ADMINISTRATION

1.1 Administration

Perform additional agreement administration as required or directed.

Additional time for consultant to staff and manage the project team to provide project deliverables, monitor budget and schedule, and coordinate with LHTAC and the City on a regular basis.

1.2 Schedule

Originally scheduled final PS&E submittal was anticipated to be April 18, 2025. Final PS&E submittal is now anticipated to be Fall of 2025.

1.3 Project Team Meetings

Original supplemental II anticipated that there would be a minimum of two (2) 60-minute-long TEAMS meetings throughout the PS&E revision process for basic coordination. Two Horrocks representatives will attend the phone coordination meetings. Internal team meetings will also be held. This supplemental provides for five (5) additional TEAMS meetings with LHTAC and the city as well as eight (8) additional internal team meetings.

Products and Deliverables

- Meeting Minutes and Agendas

Assumptions

- Final PS&E work will occur concurrently with ROW plans being updated. Total project duration will be extended from six (6) months to nine (9) months
- Five 60-minute coordination meetings, via phone, are assumed and additional meetings must be approved by the City
- Action Items discussed during these meetings will be completed by the due date agreed on
- An additional two (2) progress reports will be submitted with updated schedule

2. UTILITY COORDINATION

Consultant followed up on initial contact letters to identified utility companies as part of the Supplemental II scope. Additional follow up meetings is necessary for Avista, Port of Lewiston and the gas company above and beyond the scope and assumptions of Supplemental II.

Assumptions

- Fiber, power and gas changes have occurred in the field within the area. This supplemental covers additional coordination efforts above and beyond the

assumptions made in Supplemental II and drafting time to update the existing utility locations

3. SURVEY AND MAPPING

3.1 ROW plans and Record of Survey

The original supplemental assumed that the consultant would provide drafting support to Rim Rock Consulting to update the ROW plans and CADD files due to the alignment shift at the 11th Ave. intersection. It was also assumed that the consultant would also aid Rim Rock Consulting in preparing the Record of Survey and setting ROW monuments in the field upon completion of the project.

Following the approval of Supplemental II, Rim Rock Consulting has opted to withdraw from the project and will no longer serve as the Surveyor of Record. As a result, the Consultant will assume full responsibility for recreating the ROW drawings, CADD files, and preparing a new Record of Survey. Although it was initially assumed that Rim Rock would remain involved, their departure—combined with the loss of critical documentation due to a flood at their office—has left limited existing files and notes available. Consequently, Horrocks must conduct additional research to verify prior survey data and ensure the accuracy of the final deliverables. In accordance with due process and professional responsibility, Horrocks is obligated to validate Rim Rock's previous work before certifying the finalized documents

While Supplemental II included drafting of ROW plans and legal descriptions, it was assumed that the provided CAD files and documents from RimRock would be in acceptable condition and created using good CAD practice. The drawings were discovered to be graphical representation only, which will require additional work to prepare the MicroStation ROW basemap, ROW plans, legal descriptions, and parcel sketches. The consultant will review up to 2 current title commitments. These title commitments will be provided by ITD. The consultant will be required to recreate the 15 Sheets of ROW plans entirely from scratch.

It was also assumed that all ROW acquisitions would be coordinated by others. Consultant is now anticipated to aid in 1 virtual meeting with property owner and 3 virtual meetings with ROW negotiator.

3.2 Supplemental Topographic Survey and Survey Control

Additional field topographic survey is required to update the existing topo to reflect the current conditions on the project site. This will require one extra mobilization. Topographic survey will include extending the existing surface approximately 150' to the North, topographic survey of an area on the southeast corner of Snake River Ave and 11th Street, and topographic information on pole foundations for newly constructed hawk signals to the south. One additional control point will be set to help facilitate future construction. Survey Control

sheets will be developed to show monuments recovered by RimRock and Horrocks as well as additional points set during the efforts up to this point. These survey control sheets will be included in both the ROW and Roadway Plans.

Products and Deliverables

- See Supplemental II

4. PS&E

Supplemental III includes additional CAD Design work and Plan Sheet modifications not scoped or anticipated as part of PS&E deliverables associated with Supplemental II. It includes updating all sheets, callouts and entire model throughout the entire project limits to current ITD callouts, standards and specifications. Due to alignment shifts, design modifications, and need to eliminate potential confusion and errors during construction by utilizing different models in different CADD versions, the entire CADD model will be updated. All stationing, offset callouts and property impacts will be affected and need to be updated to match the revised model. Significant design and model changes will be made to provide a more accurate deliverable in anticipation of constructability and accuracy in the field.

In our review process, it was determined that an alignment shift near Sta 828+00 is necessary. The proposed top back of curb falls outside of the right-of-way about 1.5' on the west side of the roadway. The alignment will be shifted to the east and the tangent and horizontal curve will be slightly modified to ensure the proposed design falls within the right-of-way where possible.

4.1 Final Design

Due to the proposed design and model changes previously stated, all affected sheets will be updated with new or modified callouts.

4.1.1 Update CADD Model

Consultant originally anticipated minor updates to the alignment and corridors as a result of the proposed alignment shift (Approx. 15') at the 11th Ave. intersection. The original modeling was created in the SS2 MicroStation InRoads CADD software. Due to the outdated CADD files and model, the entire alignment and corridor model will be updated to current ORD CADD standards.

During our internal review, it was discussed, and consideration was given to retain and use the existing model south of Sta. 828+00. Where this would save on design cost and time, there is significant risk to consider during construction. This would result in split sheets where portions of the roadway would be relying on the original model and portions of the sheets would be relying on the new model. It was determined that this would not be wise, and quantities would be difficult to calculate and callout. Another reason to update the entire model and

surface is to provide one file to the contractor for bidding and construction. The consultant will revise and update the model to be able to provide a single source of truth and clarity for RFI's, questions and potential modification due to encountered site conditions or unknown subsurface features.

All drainage plan sheets will also need to be revised due to alignment shifts and outdated CADD models. The pipe networks and drainage model was originally created in SS2. The original drainage model is not supported and imbedded in a way to be utilized or effective in current ORD. Leaving the drainage model in the outdated CADD software makes review and analyzing the design difficult and again, allows for potential errors by not being a part of the revised and updated model. Inlets will be analyzed to determine the correct location and functionality by comparing the updated surface to the new drainage model. A new drainage model is also necessary to run new hydraulics to verify the HGL. Pipe sizes will be analyzed to verify proper sizing. It appears that some pipes will need to be upsized. However, this will be verified with the new model and HGL. In our review, it was also determined that an inlet is necessary to be installed behind the sidewalk at the northeast corner of the 11th Ave. intersection. This additional inlet and piping will be added to the design and model.

As previously stated, in addition to the alignment shift at the 11th Ave. intersection, an additional unanticipated alignment shift will be made near Sta. 828+00 to ensure that the top back of curb remains within the existing right of way. The alignment and corridor will be updated to accommodate this required shift.

4.1.2 Final Design Sheets

Due to the alignment and corridor changes and updating all modeling to ORD CADD software, all sheets will be required to be recreated with new callouts and notes. All drainage sheets will also be revised and updated due to the alignment shifts and potential adjustments to the pipes and inlets based on the model output.

As a result of our internal plan review, it was also determined that the "begin construction" point will need to be modified due to the desire to protect an existing inlet and the arbitrary nature of the location of the "begin construction" point in the field. Plan set will be revised to start construction at the next sidewalk concrete joint that can be measured in the field.

5. ENVIRONMENTAL

Additional effort and coordination not scoped as part of Supplemental 2 is required due to comments from ITD Environmental pertaining to the noise analysis. This supplemental 3 includes analysis and review of the Noise Analysis included in the original 2008 Environmental Assessment (EA) and preparation of a technical memorandum to ITD environmental detailing why the original analysis is still valid and no new noise modeling needs to be completed to meet environmental requirements.

6. STRUCTURAL

After completion of the structural retaining wall design and layout included in Supplemental 2, the unanticipated alignment shift near Sta 828+00 was identified. This supplemental includes the structural work associated with revising the wall layout and details due to that unanticipated alignment shift.

ATTACHMENT "B-1"
Projected Labor Hours and Costs Worksheet

Project 13443
Snake River Ave, Lewiston, ID, Supplemental III - Additional Modeling, Labeling and ROW Work

A. LABOR COSTS

		Man Hours					Total Raw Labor Cost
1	Project Manager Dean Barker, P.E., Horrocks	53	@	**$88.94**	=	$	4,713.82
2	Senior Principal Eng. Heidi Carter, P.E., Horrocks	2	@	**$110.01**	=	$	220.02
3	Sr. Design Technician Kyle Arnzen	310	@	**$53.80**	=	$	16,678.00
4	Env. Specialist VI Judy Imlay, Horrocks	8	@	**$59.63**	=	$	477.04
5	Sr. Principal Eng.III Kelly Hoopes, P.E., Horrocks	0	@	**$110.01**	=	$	-
6	E.I.T. Michael Stone, (Blended) Horrocks	142	@	**$42.31**	=	$	6,008.02
7	Associate Engineer Kirk Kauer, P.E.	58	@	**$47.97**	=	$	2,782.26
8	Principal Eng. III Adam Drinkwalter, P.E.	5	@	**$78.83**	=	$	394.15
9	Engineer II Nick Saras, P.E.	2	@	**$50.49**	=	$	100.98
10	Camron Sobotka Transportation Design Tech. III	12	@	**$53.42**	=	$	641.04
11	Clerical Ashley Lohrengel, Horrocks	5	@	**$22.95**	=	$	114.75
12	Brian Lish Licensed Surveyor Horrocks	101	@	**$58.85**	=	$	5,943.85
13	Austin Ishino Licensed Land Surveyor Horrocks	80	@	**$48.47**	=	$	3,877.60
14	Ken Lohstroh Surveyor/ROW Technician III Horrocks	320	@	**$39.51**	=	$	12,643.20
	TOTAL RAW LABOR COST				**=**	**$**	**54,594.73**

B. OVERHEAD

		Total Raw Labor Cost			OVERHEAD MULT			
HORROCKS	$	54,594.73	X	**1.6996**	=	**$**	**92,789.20**

C. FIXED FEE

	Total Raw Labor & Overhead		FIXED FEE		
$	147,383.93	X	**11.50%**	**=**	**$16,949.15**

D. FCCM

	Total Raw Labor Cost		Approved FCCM Rate		
$	54,594.73	X	**0.22%**	**=**	**$120.11**

E. SALARY ESCALATION

	Total Raw Labor & Overhead		0.0% for 6 months		
$	147,383.93	X	**0.00%**	**=**	**$0.00**

F. OUT-OF-POCKET EXPENSE SUMMARY

		Estimated Quantity			Unit Cost			Estimated Expense Horrocks
1	Mileage	288	@	**$**	**0.670**	=	$	192.96
2	Meals per diem	1	@	**$**	**44.250**	=	$	44.25
3	Lodging per diem	1	@	**$**	**115.560**	=	$	115.56
	TOTAL REIMBURSABLE EXPENSES					**=**	**$**	**352.77**

G. SUBCONSULTANTS

			Fee
1	0		$ -
2	0		$ -
		TOTAL SUBCONSULTANT FEES =	**$ -**

TOTAL (A thru G)	**=**	**$164,805.96**

ATTACHMENT "B-2"
LABOR HOUR AND COST BREAKDOWN
Snake River Ave, Lewiston, ID, Supplemental III - Additional Modeling, Labeling and ROW Work

Horrocks.

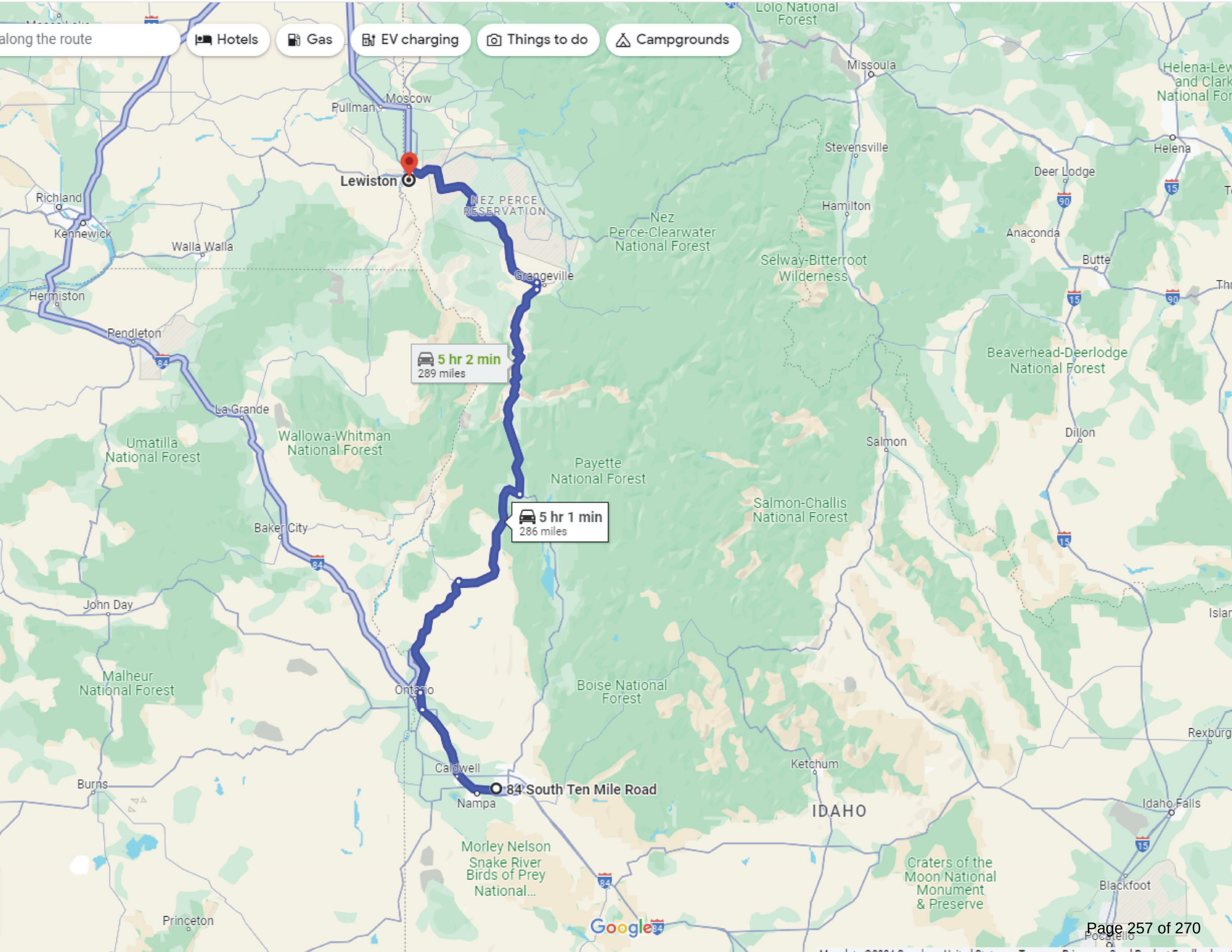
Task	Description	Project Manager Dean Barker, P.E., Horrocks	Senior Principal Eng. Heidi Carter, P.E., Horrocks	Sr. Design Technician Kyle Arnzen	Env. Specialist VI Judy Imlay, Horrocks	Sr. Principal Eng.III Kelly Hoopes, P.E., Horrocks	E.I.T. Michael Stone, (Blended) Horrocks	Associate Engineer Kirk Kauer, P.E.	Principal Eng. III Adam Drinkwalter, P.E.	Engineer II Nick Saras, P.E.	Camron Sobotka Transportation Design Tech. III	Clerical Ashley Lohrengel, Horrocks	Brian Lish Licensed Surveyor Horrocks	Austin Ishino Licensed Land Surveyor Horrocks	Ken Lohstroh Surveyor/ROW Technician III Horrocks	Total Hours	Labor Cost Horrocks	Overhead & Profit Horrocks	Total Fee Horrocks	Assumptions
	Salary Rate	$88.94	$110.01	$53.80	$59.63	$110.01	$42.31	$47.97	$78.83	$50.49	$53.42	$22.95	$58.85	$48.47	$39.51			169.96%		
1. Administration																				
1.1	**Project Invoices**	3										5				8				Assume (2) additional project invoices
1.2	**Project Schedule**															0				
1.3	**Project Team Meetings**	15		10	2			2	1				1			31				
																0				
SUBTOTAL		18	0	10	2	0	0	2	1	0	0	5	1	0	0	39	$2,607	$4,430	$7,037	
2. Project Coordination																				
2.1	**Coordination with Franchise Utilities**	1						16								17				additional email/phone coordination to obtain Project Waivers
SUBTOTAL		1	0	0	0	0	0	16	0	0	0	0	0	0	0	17	$856	$1,456	$2,312	
3. Survey and Mapping																				
3.1	**ROW Plans and Legal Descriptions**												100	80	320	500				Does not include appraisal staking. Assumes no additional field work or bdry resolution
																0				
								0								0				
SUBTOTAL		0	0	0	0	0	0	0	0	0	0	0	100	80	320	500	$22,406	$38,081	$60,487	
4. Final Engineering Design and Production																				
4.1	**No additional Work**															0				
4.1.1	**Update CADD Model - Entire Project Limits**	20	2	160												182				
SUBTOTAL		20	2	160	0	0	0	0	0	0	0	0	0	0	0	182	$10,607	$18,027	$28,634	
4.2	**Final Design Submittal**															0				
4.2.1	**Final Design Sheets to be produced (101)**															0				
	Title Sheet (1)															0				
	Standard Drawing List (2)															0				
	Project Control/Key Plan (1)															0				
	Typical Sections (4)															0				
	Roadway Summary (2)															0				
	Sewer Pipe Summary (2)															0				
	Pipe Underdrain Summary (1)															0				
	Roadway Plan and Profile Sheets (18)	8		140			40									188				
	Roadway Detail Sheet (3)															0				
	Temporary Construction Plan Sheet (2)															0				
	SWPPP Plan Sheet (9)															0				
	Drainage Plan and Profile Sheets (18)	2					40	24								66				
	Drainage Detail Sheet (2)							4								4				
	Traffic Signal Plan (1)															0				
	Signing Erection Specifications (1)															0				
	Signing and Pav Marking Plans (9)															0				
	Sign Detail Sheet (1)															0				
	Temporary Traffic Control Plan Sheets (13)															0				
	Utility Plans (9)	1					32	12								45				
	• **Cost Estimate**															0				
	• **Specifications**															0				
4.3	**Final Design Review Meeting**															0				
4.4	**Final Bid Set**															0				
	• **Plans**															0				
	• **Cost Estimate**															0				
	• **Specifications**															0				
	• **Draft SWPPP, PS&E checklist**															0				
SUBTOTAL		11	0	140	0	0	112	40	0	0	0	0	0	0	0	303	$15,168	$25,779	$40,947	
5. Environmental Re-evaluation																				
5.1	**Noise Analysis**	3			6		30													
SUBTOTAL		3	0	0	6	0	30	0	0	0	0	0	0	0	0	39	$1,894	$3,219	$5,113	
6. Structural																				
6.1	**Retaining Wall Design Shift**								4	2	12					18				
SUBTOTAL		0	0	0	0	0	0	0	4	2	12	0	0	0	0	18	$1,057	$1,797	$2,854	
7. Bid Support																				
7.1	**Answer contractor questions during bid**															0				
SUBTOTAL		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	
TOTAL		53	2	310	8	0	142	58	5	2	12	5	101	80	320	1098	$54,595	$92,789	$147,384	
		Project Manager Dean Barker, P.E., Horrocks	Senior Eng. Heidi Carter, P.E., Horrocks	Sr. Design Technician Kyle Arnzen	Env. Specialist VI Judy Imlay, Horrocks	Sr. Principal Eng.III Kelly Hoopes, P.E., Horrocks	E.I.T. Michael Stone, (Blended) Horrocks	Associate Engineer Kirk Kauer, P.E.	Principal Eng. III Adam Drinkwalter, P.E.	Engineer II Nick Saras, P.E.	Camron Sobotka Transportation Design Tech. III	Clerical Ashley Lohrengel, Horrocks	Brian Lish Licensed Surveyor Horrocks	Austin Ishino Licensed Land Surveyor Horrocks	Ken Lohstroh Surveyor/ROW Technician III Horrocks	Total Hours	Labor Cost Horrocks	Overhead Horrocks	Labor and Overhead Horrocks	Assumptions
	TOTAL LABOR HOURS	53	2	310	8	0	142	58	5	2	12	5	101	80	320	1098				
	TOTAL LABOR COST	$4,714	$220	$16,678	$477	$0	$6,008	$2,782	$394	$101	$641	$115	$5,944	$3,878	$12,643	---	$54,595	$92,789	$147,384	

Note: See scope of work for assumptions.

	1 LS		
	1 LS		$0.00
	1 LS		$0.00
Mileage	288 miles	$0.67	$192.96 (1 Trips to Lewiston - 1 reps)
Meals per diem	1 days	$44.25	$44.25 (meals for 1 reps during trip)
Lodging per diem	1 days	$115.56	$115.56 (1 nights for 1 reps)
Total Reimbursable Expenses			**$353**
		TOTAL	**$147,737**

Key No. 13443

11/14/24


along the route
Hotels
Gas
EV charging
Things to do
Campgrounds
Lolo National Forest
Missoula
Helena-Lewis and Clark National Forest
Moscow
Pullman
Lewiston
Stevensville
Helena
Deer Lodge
Richland
Kennewick
NEZ PERCE RESERVATION
Hamilton
Nez Perce-Clearwater National Forest
Anaconda
Walla Walla
Selway-Bitterroot Wilderness
Butte
Grangeville
Hermiston
Pendleton
5 hr 2 min
289 miles
Beaverhead-Deerlodge National Forest
La Grande
Umatilla National Forest
Wallowa-Whitman National Forest
Salmon
Dillon
Payette National Forest
Salmon-Challis National Forest
5 hr 1 min
286 miles
Baker City
John Day
Malheur National Forest
Ontario
Boise National Forest
Rexburg
Caldwell
Ketchum
Burns
84 South Ten Mile Road
Nampa
IDAHO
Idaho Falls
Morley Nelson Snake River Birds of Prey National...
Craters of the Moon National Monument & Preserve
Blackfoot
Princeton
Google

CITY ORDINANCE NO. 4954

AN ORDINANCE OF THE CITY OF LEWISTON IMPLEMENTING THE CITY COUNCIL'S DECISION IN ZNC25-2, DECLARING THAT CERTAIN REAL PROPERTY BE REMOVED FROM THE 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.

WHEREAS, the real property described in Section 1 is within the Agricultural Transitional (F-2) Zone, and consists of an approximately 4.83-acre parcel of land generally located immediately west of 805 Stewart Avenue, on the north side of Stewart Avenue, and directly across Stewart Avenue from 728 Stewart Avenue;

WHEREAS, on August 13, 2025 the Lewiston Planning and Zoning Commission held a duly noticed public hearing to consider ZNC25-2, an application to rezone the above-described real property to the General Commercial (C-4) Zone, and recommended approval of ZNC25-2 to the Lewiston City Council on August 27, 2025; and

WHEREAS, on September 22, 2025, the Lewiston City Council held a duly noticed public hearing to consider ZNC25-2, and subsequently completed a written Reasoned Statement, all in accordance with Idaho Code §§ 67-6509, 67-6511 and 67-6535.

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

SECTION 1: The real property described in Exhibit A, attached hereto and incorporated herein, is hereby removed from the Agricultural Transition (F-2) Zone, and included in the General Commercial (C-4) Zone, as defined by the Zoning Ordinance of the City of Lewiston, Idaho.

SECTION 2: The Zoning Map of the City of Lewiston is hereby amended to remove said real property described above from the Agricultural Transition (F-2) Zone and include said real property in the General Commercial (C-4) Zone.

SECTION 3: This ordinance shall take effect and be in full force from and after its passage and publication.

PASSED this _____ day of _____, 2025.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

_____
Tanya M. Brocke, City Clerk

Exhibit A
Legal Description of Rezoned Property

All of the following property in the County of Nez Perce, State of Idaho, to-Wit:

A parcel of land located in part of the Southeast Quarter of the Northwest Quarter and the Southwest Quarter of the Northeast Quarter of Section 8, Township 35 North, Range 5, West of the Boise Meridian, described as follows:

Commencing at the monument located at the intersection of the centerline of Stewart Ave and Eighth Street; thence West along the centerline of Stewart Avenue and 238.11 feet to the Point of Beginning; thence continue West along said centerline 253.89 feet; thence N.8°12'00 W., 848.28 feet; thence East 340.72 feet; thence S.10°09'49"E. 91.86 feet to the beginning of a 185.00 foot radius curve to the left having a delta angle of 67°36'22" and a cord bearing of S.23°38'22"W. 205.85 feet; thence Southwesterly along said curve 218.29 feet to the end of said curve; thence S.10°09'49" E. 569.55 feet to the point of beginning.

CITY ORDINANCE NO. 4957

AN ORDINANCE OF THE CITY OF LEWISTON AMENDING LEWISTON CITY CODE SECTION 35-71.1 ADDING AN ADDITIONAL DISABLED PARKING SPACE IN DOWNTOWN LEWISTON; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1: Lewiston City Code § 35-71.1 is hereby amended as follows:

Sec. 35-71.1. Disabled parking spaces—Downtown.

The following parking spaces shall be designated and identified as parking spaces for persons with a disability as provided in Idaho Code § 49-213:

…

(12) One (1) space on the west side of 2nd Street near its intersection with C Street~~.~~;

(13) One (1) space on the east side of 8th Street near its intersection with Main Street.

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

PASSED this _____ day of _____, 2025.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

_____
Tanya M. Brocke, City Clerk

CITY OF LEWISTON
SUMMARY OF ORDINANCE NO. 4954

<u>ORDINANCE NO. 4954:</u> AN ORDINANCE OF THE CITY OF LEWISTON IMPLEMENTING THE CITY COUNCIL'S DECISION IN ZNC25-2, DECLARING THAT CERTAIN REAL PROPERTY BE REMOVED FROM THE 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.

Section 1 removes the real property described in Exhibit A from the Agricultural Transition (F-2) Zones and includes said real property in the General Commercial (C-4) Zone. Section 2 amends the Zoning Map of the City of Lewiston accordingly. Section 3 provides an effective date.

As required by Idaho Code § 50-901A, the following excerpts from Ordinance No. 4954 are required to be published in full:

WHEREAS, the real property described in Section 1 is within the Agricultural Transition (F-2) Zone, and consists of an approximately 4.83-acre parcel of land generally located immediately west of 805 Stewart Avenue, on the north side of Stewart Avenue, and directly across Stewart Avenue from 728 Stewart Avenue;

…

<u>SECTION 1</u>: The real property described in Exhibit A, attached hereto and incorporated herein, is hereby removed from the Agricultural Transition (F-2) Zone, and included in the General Commercial (C-4) Zone, as defined by the Zoning Ordinance of the City of Lewiston, Idaho.

…

Exhibit A
Legal Description of Rezoned Property

All of the following property in the County of Nez Perce, State of Idaho, to-Wit:

A parcel of land located in part of the Southeast Quarter of the Northwest Quarter and the Southwest Quarter of the Northeast Quarter of Section 8, Township 35 North, Range 5, West of the Boise Meridian, described as follows:

Commencing at the monument located at the intersection of the centerline of Stewart Ave and Eighth Street; thence West along the centerline of Steward Avenue and 238.11 feet to the Point of Beginning;

thence continue West along said centerline 253.89 feet; thence N.8°12'00 W., 848.28 feet; thence East 340.72 feet; thence S.10°09'49"E. 91.86 feet to the beginning of a 185.00 foot radius curve to the left having a delta angle of 67°36'22" and a cord bearing of S.23°38'22"W. 205.85 feet; thence Southwesterly along said curve 218.29 feet to the end of said curve; thence S.10°09'49" E. 569.55 feet to the point of beginning.

There is no street address for the property described in Exhibit A, however, it is located immediately to the west and is abutting 805 Stewart Avenue, Lewiston, Idaho 83501.

Ordinance No. 4954 is effective upon passage and publication and after the publication.

CITY OF LEWISTON

By: Daniel G. Johnson
Mayor

Attest: Tanya M. Brocke
City Clerk

The full text of this ordinance is available at the City Clerk's office, Lewiston City Hall, 1134 F Street, Lewiston, during regular business hours.

I, JENNIFER TENGONO, City Attorney, reviewed the foregoing Summary of Ordinance No. 4954. The summary is true and complete, and provides adequate notice to the public pursuant to Idaho Code § 50-901A.

Dated this _____ day of _____ 2025.

_____
JENNIFER TENGONO
City Attorney

CITY OF LEWISTON
SUMMARY OF ORDINANCE NO. 4957

<u>ORDINANCE NO. 4957:</u> AN ORDINANCE OF THE CITY OF LEWISTON AMENDING LEWISTON CITY CODE SECTION 35-71.1 ADDING AN ADDITIONAL DISABLED PARKING SPACE IN DOWNTOWN LEWISTON; AND PROVIDING AN EFFECTIVE DATE.

Section 1 amends Lewiston City Code § 35-71.1 to add an additional disabled parking spot in downtown Lewiston. Section 2 provides for an effective date.

Ordinance No. 4957 is effective upon passage and publication.

CITY OF LEWISTON

By: Daniel G. Johnson
Mayor

Attest: Tanya M. Brocke
City Clerk

The full text of this ordinance is available at the City Clerk's office, Lewiston City Hall, 1134 F Street, Lewiston, during regular business hours.

I, JENNIFER TENGONO, City Attorney, reviewed the foregoing Summary of Ordinance No. 4957. The summary is true and complete, and provides adequate notice to the public pursuant to Idaho Code § 50-901A.

Dated this _____ day of _____ 2025.

_____
JENNIFER TENGONO
City Attorney

CITY COUNCIL MEETING
AGENDA ITEM SUMMARY

ITEM TITLE REASONED STATEMENT FOR ZNC25-2	**AGENDA NO.** VI. J. **AGENDA DATE:** October 13, 2025
ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.) Reasoned statement explaining the Council's rationale and decision in ZNC25-2.	
BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources) None.	
ACTION PROPOSED Approve the reasoned statement for ZNC25-2.	

LEWISTON CITY COUNCIL
REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS FOR GRANTING OR DENIAL OF ZONING DISTRICT BOUNDARY CHANGE/REZONE

This document shall serve as memorialization of the rationale for the granting or denial of a zoning district boundary change/rezone, which shall be based upon relevant criteria and standards, including the Lewiston Comprehensive Plan, Lewiston City Code, and Idaho Code. *See* I.C. § 67-6535.

I. APPLICATION NUMBER:
ZNC25-2

II. APPLICANT'S NAME AND ADDRESS:
Steve Carlton
1103 Bryden Avenue
Lewiston, ID 83501

III. IDENTIFICATION AND/OR LOCATION OF SUBJECT PROPERTY:
Nez Perce County Tax parcel number RPL355W0084791, also known as the 4.83 acres of undeveloped land, immediately adjacent on the west side of 805 Stewart Avenue, Lewiston, ID 83501.

IV. DATE OF PUBLIC HEARING:
September 22, 2025

V. NAME OF HEARING BODY:
Lewiston City Council

VI. NATURE OF APPLICATION:
Rezone subject property from Agricultural Transitional, F-2, Zone to General Commercial, C-4, Zone.

VII. DECISION:
The Lewiston City Council **APPROVES ZNC25-2**

VIII. RELEVANT CONTESTED FACTS RELIED UPON:

The relevant contested facts relied upon are: None

IX. RELEVANT CRITERIA AND STANDARDS:

The following relevant criteria, standards, facts, and considerations are hereby declared as reasons for the decision on this zoning district boundary change/rezone:

1. The proposed rezone **is** in general conformance with the Lewiston Comprehensive Plan. Applicable commentary:

The subject property is a 4.83 acre parcel of vacant land. The subject property is located 430 lineal feet from the intersection of Stewart Avenue and Thain Grade to the east. The Comprehensive Plan Future Desired Land Use Designtion for the subject property is Community Commercial. Community Commercial areas provide mid- to high-intensity commercial uses that attract people from across the community. The most intense uses should be located adjacent to major roadways, particularly near intersections of two major roadways. Uses should decrease in intensity when located farther from major roadways and near less intense residential areas. Inactive uses such as storage and warehousing should be located behind more active commercial uses along street.

Primary uses in the Community Commercial Designation include retail and restaurant, personal services, office, commercial entertainment, and flex office/warehouses. Supporting uses include open space and recreation, residential attached, residential multi-unit, mixed use, industrial, storage units, transportation and utilities and institutions.

The City Staff Report provides that Stewart Avenue, directly in front of the subject property, is designated a collector street. Stewart turns into a local road as it goes west, and dead ends approximately 250 feet from the western edge of the subject property. The subject property sits at the intersection of Stewart Avenue and Thain Grade, before Thain Grade becomes Thain Road. Thain Grade is designated as an arterial street. The Comprehensive Plan identifies that Community Commercial areas should be located adjacent to major roadways and should be located on a collector or arterial roadway and the subject property's location next to Thain Grade conforms to those requirements.

Councilor Wright noted that the area is predominantly commercial in nature and would be consistent with neighboring commercial uses, which Councilor Forsmann concurred with.

2. The subject property **is** at least as well suited or is better suited for the proposed zoning district than the existing zoning district. Applicable commentary:

The City Staff Report provides that the subject property is a 4.83 acre parcel that contains farm ground. Commercial uses to the south and southeast are zoned Community Commercial (C-3)

Zone and the commercial uses to the east are zoned as Planned Unit Development. The applicant also applied for a zone change of the adjacent property at 805 Steward Avenue to the C-4 Zone, which was approved by the Lewiston City Council at its August 11, 2025 meeting.

Councilor Forsmann noted that the subject property's historical use for agricultural purposes is no longer consistent with the area and would make more sense to have commercial uses instead of agricultural uses at the property.

3. The proposed rezone **does not** present foreseen, immitigable impacts of incompatible uses or development being located in the same vicinity. Applicable commentary:

The City Council received no testimony from the public regarding the rezone application. The City Staff Report and the applicant provided information that the subject property is in an area which contains both commercial and residential land uses, and that adequate public services and infrastructure are in place to serve future development of the subject property. The primary access to the subject property is expected to be at Thain Road, which is an arterial street and a commercial corridor.

Council President Kleeberg commented that the City Council recently approved ZNC25-1 (a neighboring property owned by the applicant) to be zoned C-3, and that public services and infrastructure continue to appear sufficient to accommodate the proposed rezone and development of the subject property. He further remarked on the absence of opposition expressed regarding the proposed rezone in support of this conclusion.

4. The effects of the proposed rezone **are not** anticipated to place undue burden upon delivery of services provided by any political subdivision within the planning jurisdiction, including school districts. Applicable commentary:

The Engineering Division of the Public Works Department provided the following comment: "Engineering does not object to the zone change." The Fire Department provided the following comment: "No issues with zone change request. Fire Code issues will be reviewed at time of permit review."

The City Council did not receive any testimony from political subdivisions other than internal City departments. The City Council considered information provided during the City staff's presentation, which explained that coordination with internal City departments and external service providers typically occurs during the subdivision and building permits processes. Councilor Schroeder further observed that there was no information provided that would indicate any negative impact or undue burden.

5. The size, type, intensity, and density of development expected to occur on the subject property as a result of this rezoning **is** suitable for the area and **will not** unduly burden the neighborhood, public infrastructure, or environmental resources. Applicable commentary:

The City Council considered the testimony provided by Assistant Planner Hollingshead, the City staff report, and the materials contained in the City Council's agenda packet related to ZNC25-2. Councilor Forsmann observed that City infrastructure appears to be in place to support the proposed rezone and noted that nothing in the City staff report or the applicant's materials indicated otherwise. Councilor Forsmann further stated that she adopted the findings contained in the City staff report, which are incorporated herein by reference.

6. The proposed rezone **is** in conformance with Idaho Code 67-6537, Use of Surface and Ground Water. Applicable commentary:

No testimony was received on the Use of Surface and Ground Water from political subdivisions that received notice, the public or the applicant. As a result, the City Council determined that there was no credible information to indicate that the proposed rezone would not be in conformance with Idaho Code § 67-6537.

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

Pursuant to Idaho Code § 67-6519(5)(c), if the decision on this application is to deny it and the applicant **could** take actions to obtain approval, such actions might include: Not applicable.

As explained below, an applicant denied an application concerning matters identified in Idaho Code § 67-6521(1)(a) may, within twenty-eight (28) days after all remedies have been exhausted under local ordinance, seek judicial review under the procedures provided by Title 67, Chapter 52, Idaho Code.

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

exhaustion of an applicant or affected person's administrative remedies prior to the filing of a petition for judicial review of a final decision made by the City Council.

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

By: _____
Daniel G. Johnson, Mayor

Date of Signature: _____

ATTEST: _____
Tanya M. Brocke, City Clerk