



**Lewiston City Council
REGULAR MEETING AGENDA
November 10, 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. 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 10/27/2025 Executive Session, and 10/27/2025 Regular meeting - Action Item

B. VOUCHER'S PAYABLE: Considering approval of the Voucher's Payable dated 10/17/2025 - 10/30/2025 in the amount of \$3,305,864.53 - Action Item

V. ACTIVE AGENDA

A. ADVISORY BOARD AND COMMISSION APPOINTMENTS: - Action Item

1. **HISTORIC PRESERVATION COMMISSION:** Considering appointing Dennis Ohrtman to a three (3) year term, beginning November 28, 2025 - Action Item

2. **PLANNING AND ZONING COMMISSION:** Considering reappointing Gabe Iacoboni to a four (4) year term, beginning December 20, 2025 (end of current term) - Action Item

B. SHOOTING RANGE USE AGREEMENT - CLARKSTON: Considering approving a shooting range use agreement between the City of Lewiston and the City of Clarkston, Washington, and authorizing the Mayor to sign the agreement - Action Item (Police Chief Kuzik)

- C. **RESOLUTION 2025-50:** Considering approving a T.A.P. State/Local Agreement between the Idaho Transportation Department and the City of Lewiston for Federal Aid Highway Project No. A024(680) 8th Street, 5th Avenue to 11th Avenue Bike-Pedestrian, Key No. 24680, and authorizing the Mayor to sign the agreement - Action Item (Public Works Director Johnson)
- D. **RESOLUTION 2025-51:** Considering approving a State/Local agreement between the Idaho Transportation Department and the City of Lewiston for Federal Aid Highway Project No. A025(054) Bryden Canyon Road Safety Improvements, Key No. 25054, and authorizing the Mayor to sign the agreement - Action Item (Public Works Director Johnson)

VI. ITEMS MOVED FROM THE CONSENT AGENDA - Action Item

VII. UNFINISHED AND NEW BUSINESS

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

VIII. 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.

October 27, 2025

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

I. CALL TO ORDER

COUNCILORS PRESENT: Mayor Dan Johnson (5:10 p.m.); Council President Jim Kleeburg; Councilor Kasse Forsmann; Councilor Jessica Klein; Councilor John Spickelmire; Councilor Matt Wright.

COUNCILORS EXCUSED: Councilor Kathy Schroeder.

II. EXECUTIVE SESSION – Action Item

Councilors Forsmann and Wright moved and seconded, respectively, to go into executive session pursuant to Idaho Code § 74-206 (1)(c) to discuss acquiring an interest in real property not owned by a public agency; and pursuant to Idaho Code § 74-206(1)(d) to consider records that are exempt from disclosure as provided in chapter 1, title 74, Idaho Code; and pursuant to Idaho Code § 74-206(1)(f) to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. **ROLL CALL VOTE: VOTING AYE: Kleeburg; Wright; Forsmann; Klein; Spickelmire. VOTING NAY: None. EXCUSED: Schroeder.**

III. ADJOURNMENT - Action Item

There being no further business to come before the Lewiston City Council, Councilors Forsmann and Klein moved and seconded, respectively, to adjourn the October 27, 2025 Executive Session. The motion carried 5-0 and the meeting adjourned at 5:57 p.m.

Daniel G. Johnson, Mayor

Tanya M. Brocke, City Clerk

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October 27, 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 Kasee Forsmann; Councilor Jessica Klein; Councilor Kathy Schroeder; Councilor John Spickelmire; Councilor Matt Wright.

II. PLEDGE OF ALLEGIANCE

Mayor Johnson led the Pledge of Allegiance.

III. CITIZENS COMMENTS

Chainey Rhoades, T2 Director with the Local Highway Technical Assistance Council, presented City employees Jason Thompson, Jacob Miller, and Dave Murill with their certificates for the Road Scholar and Road Master program.

IV. PRESENTATIONS

- A. CLEARWATER ECONOMIC DEVELOPMENT ASSOCIATION REPORT:** Executive Director Dodd Snodgrass will provide a report on the accomplishments of the Clearwater Economic Development Association (CEDA)
- B. AUGUST FINANCIAL REPORT:** For the Eleven Months Ended August 31, 2025, in accordance with Idaho Code §50-208. *Non-oral report provided for Council review*
- C. SEPTEMBER FINANCIAL REPORT:** For the Twelve Months Ended September 30, 2025, in accordance with Idaho Code §50-208. *City Treasurer Gordon to present oral report*

V. CONSENT AGENDA

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

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

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- A. **CITY COUNCIL MINUTES:** Considering approving the minutes of the 10/06/2025 Work Session, and 10/13/2025 Regular meeting - Action Item
- B. **ADVISORY BOARD AND COMMISSION MINUTES:** Accepting the minutes of the following meetings: 9/9/2025 Urban Renewal Agency; 8/21/2025 and 9/17/2025 Library Board of Trustees - Action Item
- C. **VOUCHER'S PAYABLE:** Considering approval of the Voucher's Payable dated 10/03/2025 - 10/16/2025 in the amount of \$4,122,499.91 - Action Item

VI. **ACTIVE AGENDA**

- A. **URBAN RENEWAL AGENCY NEZ PERCE COUNTY REPRESENTATIVE APPOINTMENT:** Considering the appointment of Doug Havens to the Urban Renewal Agency of the City of Lewiston, Idaho as the Nez Perce County's representative - Action Item (Mayor Johnson)

Mayor Johnson moved to approve the appointment of Doug Havens to the Urban Renewal Agency of the City of Lewiston, Idaho as the Nez Perce County representative. Councilor Schroeder seconded.

Council President Kleeburg stated he could not support the appointment of Commissioner Havens, noting his experience with the Urban Renewal Agency and expressing concern that Commissioner Havens has not been supportive of the agency's work. Council President Kleeburg indicated he would support the county submitting another representative.

Following discussion, the motion failed by a vote of 0-6, with all Councilors opposed.

- B. **RESOLUTION 2025-48:** Considering approving an Emergency Services Agreement between the City of Lewiston, Idaho and Asotin County for Emergency Medical Services to the Asotin County Rural Emergency Medical Services District No. 2, and authorizing the Mayor to sign the agreement - Action Item (Fire Chief Rightmire)

Councilors Schroeder and Forsmann moved and seconded, respectively, to approve Resolution 2024-48. **ROLL CALL VOTE: VOTING AYE: Kleeburg; Wright; Forsmann; Schroeder; Klein. VOTING NAY: Spickelmire. EXCUSED: None.**

- C. **RESOLUTION 2025-49:** Considering approving an Intergovernmental Cooperation Agreement between the City of Lewiston, Asotin County Fire Protection District No. 1, and the City of Asotin for Emergency Medical Services, and authorizing the Mayor to sign the agreement - Action Item (Fire Chief Rightmire)

Councilors Schroeder and Wright moved and seconded, respectively, to approve Resolution 2025-49. **ROLL CALL VOTE: VOTING AYE: Kleeburg; Wright; Forsmann; Schroeder; Klein. VOTING NAY: Spickelmire. EXCUSED: None.**

- D. **RFQ-25-018 AWARD FOR THE 2026 WATER FACILITIES PLAN UPDATE (WR085)**: Considering awarding RFQ-25-018 2026 Water Facilities Plan Update (WR085) project to J-U-B Engineers, Inc., in the amount of \$325,000, and authorizing the Mayor to sign the Professional Services Agreement - Action Item (Public Works Director Johnson)

Councilor Schroeder and Council President Kleeburg moved and seconded, respectively, to award RFQ-25-018, 2026 Water Facilities Plan Update, to J-U-B Engineers, Inc. in the amount of \$325,000.00 and authorize the Mayor to sign the agreement. **ROLL CALL VOTE: VOTING AYE: Kleeburg; Wright; Forsmann; Schroeder; Klein; Spickelmire.**

- E. **RAW WATER INTAKE UPGRADE (WR050) AMENDMENT #4**: Considering approving the Fourth Amendment to the WR050 Raw Water Intake Agreement between McMillen, Inc. and the City of Lewiston in the amount of \$245,857.40 and authorizing the Mayor to sign the amendment - Action Item (Public Works Director Johnson)

Councilors Schroeder and Forsmann moved and seconded, respectively, to approve the fourth amendment to the WR050 Raw Water Intake Agreement in the amount of \$245,857.40 between McMillen, Inc. and the City of Lewiston and authorize the Mayor to sign the amendment. **ROLL CALL VOTE: VOTING AYE: Kleeburg; Wright; Forsmann; Schroeder; Klein; Spickelmire.**

- F. **PURCHASE OF TWO MECHANICAL SWEEPERS THROUGH SOURCEWELL COOPERATIVE**: Considering approving the purchase of two (2) Elgin Pelican three-wheeled mechanical sweepers through Sourcewell Contract #093021-ELG to replace Fleet Units #463 and #470 in the amount of \$665,651.02 (\$332,825.51 for each sweeper). - Action Item (Finance Director Gordon)

Councilors Schroeder and Wright moved and seconded, respectively, to approve the purchase of two Elgin Pelican three-wheeled mechanical sweepers per Sourcewell contract #093021-ELG in the amount of \$665,651.02, and authorize City staff to proceed with the purchase. **ROLL CALL VOTE: VOTING AYE: Kleeburg; Wright; Forsmann; Schroeder; Klein; Spickelmire.**

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.

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Councilor Forsmann noted Halloween is Friday and encouraged people to stay safe.

B. CITY BOARDS AND COMMISSIONS LIAISON UPDATES

Councilors shared updates regarding their assigned Boards and Commissions.

C. MAYOR COMMENTS

Mayor Johnson congratulated City Attorney Jennifer Tengono on receiving the Daniel J. Curtin Award and noted that he plans to begin reviewing the Emergency Medical Services Agreements to address concerns.

D. AGENDA TOPICS: - Action Item

IX. ADJOURNMENT - Action Item

There being no further business to come before the Lewiston City Council, Councilors Schroeder and Forsmann moved and seconded, respectively, to adjourn the October 27, 2025, Regular meeting. The motion carried 6-0 and the meeting adjourned at 7:45 p.m.

Daniel G. Johnson, Mayor

Tanya M. Brocke, City Clerk



Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
ADVANCED CONTROL SYSTEMS, LLC	120942	10/30/2025	WATER	BPO-PW-WTP SCADA TROUBLESHOOTING/REPAIRS	\$2,530.00
			WSTWTR	BPO-PW-WWA-SCADA TROUBLESHOOTING	\$3,158.13
				WW034BPO- LOSD LIFT STATIONS-SCADA TROUBLESHOOTIN	\$160.85
ALLIANCE TITLE & ESCROW	120943	10/30/2025	TRNSPN	TR023 SRA, 11TH-SWAY KN 13443; ROW CONTRACT	\$34,360.82
AMAZON CAPITAL SERVICES	120944	10/30/2025	COMDEV	BPO-CD-OFFICE SUPPLIES-PAPER, PENS, RECEIPT PAPER	\$197.88
				CD-K. MOFFETT SAFETY BOOT PURCHASE	\$234.95
			EXECUTIVE	EXEC BPO: COPY PAPER FOR CITY HALL COPIER	\$124.20
			FIRE	FIRE - AMAZON - ST. SUPPLIES	\$95.75
				FIRE - AMAZON - SUPPLIES	\$236.39
				FIRE-AMAZON-MOUSE	\$72.90
			INFOSYSTMS	BATTERIES, ERGO SEAT CUSHIONS, DOCK, AC ADAPTERS	\$834.93
				GPU FOR BROADCAST PC	\$299.99
				HDMI ADAPTERS AND USB HUBS	\$76.92
				ISS - TABLETOP MIC STANDS	\$143.98
			LIBRARY	BPO - LIB - OFFICE SUPPLIES	\$159.62
			POLICE	PD- 1 BREAK FREE CLP CLEANER LUBRICANT AND PERSERV	\$7.88
				PD- 2 BREAK FREE CLP CLEANER LUBRICANT AND PERSERV	\$63.64
				PD- 2 TUFF PRODUCTS BUTT STOCK SADDLE DESIGNED FOR	\$107.96
				PD- NOTARY TRACKING BOOK FOR RANDI YOUNG	\$21.98
				PD-2 OTIS TECHNOLOGY CLEANING KIT FOR .223/5.56 RI	\$141.80
				PD-DISPATCHER STRESS (10 BOOKS)	\$170.70
				PD-GATOR CASES PADDED NYLON CARRY TOTE BAG FOR TRA	\$189.99
				PD-OVER THE EAR, CORDED HEADPHONES FOR REESE	\$36.98
				PD-SMEAD PRESSBOARD FILE GUIDES BX/50	\$77.86
				PD-VIREX SANITIZING SPRAY AND SPRAY NOZZLES FOR EV	\$65.44
			RECREATION	REC - AMAZON - OFFICE SUPPLIES	\$27.32
				REC - AMAZON - PORTABLE SCOREBOARD	\$54.12
				REC - AMAZON - TRASH GRABBERS	\$36.65
			TRANSITOP	BPO- TRANSIT OPERATING AND SAFETY SUPPLIES	\$406.05
			TRNSPN	PW - ST - IPHONE CASE: JAKE MILLER	\$27.98
				PW-ENG-COFFEE WATER FILTER (1)	\$89.98
			WATER	WR099 SCADA GRAPHICS CARD RPLC; REISSUE 22503304	\$295.89
			WSTWTR	PW-WWC-MEASURING WHEEL	\$44.56
				WW051 SLA NEW RIGID LOCATOR WITH ADDITIONAL SONDE	\$1,838.58



Voucher's Payable

ANATEK LABS INC	400813	10/30/2025	WATER	PW-WTP-BPO SAMPLING ANALYSIS FOR COMPLIANCE	\$160.00
			WSTWTR	BPO-PW-IPT-BPO SAMPLING ANALYSIS FOR COMPLIANCE	\$605.00
				BPO-PW-WWTP-LAB SAMPLE ANALYSIS	\$2,205.00
APPLE INC	120945	10/30/2025	INFOSYSTMS	APPLE COMPUTER REPLACEMENTS	\$5,436.00
			TRNSPN	APPLE SHIPPING REFUND MC17409436	(\$11.00)
				NEW IPAD REPLACE BROKEN IPAD - CORBAN HAY	\$490.00
ARMAND ADVERTISING LLC	400814	10/30/2025	POLICE	PD-1000 2X2 CUSTOM TATTOOS TO GIVE TO THE CHILDREN	\$325.00
ASSOCIATION OF IDAHO CITIES	400812	10/30/2025	LEGISLATIV	ANNUAL CITY MEMBERSHIP DUES FOR FISCAL YEAR 2026	\$14,092.00
ATCO INTERNATIONAL	120946	10/30/2025	WSTWTR	PW-WWC-BLOCKBUSTER AND MAX RAID; QUOTE ATTACHED	\$1,075.39
B&H FOTO & ELECTRONICS CORP	120947	10/30/2025	INFOSYSTMS	HARD DRIVES AND UPS UNITS	\$1,266.96
			WSTWTR	WW098 FACILITY SECURITY; PARTS; WWTP REFUND	(\$467.95)
BENEVATE INC DBA NEIGHBORLY SOFTWARE	120985	10/30/2025	ECONDEV	CD-CDBG- ANNUAL LICENSE FEE FOR 3 USERS FOR NEIGH	\$5,040.00
			SETTLEMENT	CD-CDBG- ANNUAL LICENSE FEE FOR 3 USERS FOR NEIGH	\$2,520.00
BLUE RIBBON LINEN SUPPLY INC	120948	10/30/2025	FIRE	BPO FIRE - BLUE RIBBON - LAUNDRY SERVICE	\$43.43
BOB'S GARAGE DOORS LLC	400815	10/30/2025	PARKSFAC	BPO - FAC - BOB'S GARAGE DOORS - SERVICE CALLS	\$150.00
BRANOM OPERATING COMPANY LLC	400816	10/30/2025	WATER	PW-WTP-SOUTHPORT/VISTA FLOW METER; QUOTE ATTACHED	\$2,388.52
BRIAN BIRDSSELL	120918	10/23/2025	INFOSYSTMS	MEALS & PARKING REIMB B. BIRDSSELL INTERFACE SPOKAN	\$44.37
CAMP CABIN & HOME INC	120949	10/30/2025	TRNSPN	BPO - ST/TR - PROPANE	\$85.08
CARTEGRAPH SYSTEMS LLC	120950	10/30/2025	PARKSFAC	FY26 CARTEGRAPH YR 1 OF 5; 10/1/25 TO 9/30/26	\$6,519.42
			STMWTR	FY26 CARTEGRAPH YR 1 OF 5; 10/1/25 TO 9/30/26	\$15,214.34
			TRNSPN	FY26 CARTEGRAPH YR 1 OF 5; 10/1/25 TO 9/30/26	\$17,223.66
			WATER	FY26 CARTEGRAPH YR 1 OF 5; 10/1/25 TO 9/30/26	\$19,232.97
			WSTWTR	FY26 CARTEGRAPH YR 1 OF 5; 10/1/25 TO 9/30/26	\$19,232.97
CATALYST MEDICAL GROUP PLLC	120951	10/30/2025	FIRE	FIRE-CATALYST-RRT PHYSICAL	\$163.10
CDE ENTERPRISE DBA GEORGE'S LOCK AND KEY SERVICE	120968	10/30/2025	POLICE	PD-ER FACILITY G.ENT CASE #25-L15712	\$70.00
CDW GOVERNMENT LLC	120952	10/30/2025	INFOSYSTMS	WIRELESS HEADSET	\$116.91
			PARKSFAC	ADOBE ACROBAT PRO - GLENN	\$65.80
CENTURYLINK	120953	10/30/2025	COMDEV	BILL DATE 10/11/25 UTILITY CHARGES	\$90.71
			FIRE	BILL DATE 10/11/25 UTILITY CHARGES	\$825.86
			INFOSYSTMS	BILL DATE 10/11/25 UTILITY CHARGES	\$564.93
			LIBRARY	BILL DATE 10/11/25 UTILITY CHARGES	\$57.70



Voucher's Payable

			PARKSFAC	BILL DATE 10/11/25 UTILITY CHARGES	(\$141.30)
			POLICE	BILL DATE 10/11/25 UTILITY CHARGES	\$992.65
			TRANSITOP	BILL DATE 10/11/25 UTILITY CHARGES	\$181.42
			WATER	BILL DATE 10/11/25 UTILITY CHARGES	\$453.55
			WSTWTR	BILL DATE 10/11/25 UTILITY CHARGES	\$472.93
	120954	10/30/2025	INFOSYSTMS	BILL DATE 10/16/25 UTILITY CHARGES	\$43.53
CIMCO-GC SYSTEMS LLC	400817	10/30/2025	WATER	PW-WD-PRV REPAIR PARTS	\$5,149.98
CINTAS CORPORATION #606	120955	10/30/2025	FLTMAINT	BPO- FLEET- UNIFORM RENT & LAUNDRY	\$271.71
			PARKSFAC	BPO - PKS - CINTAS - UNIFORMS AND CLEANING SUPP.	\$73.00
CITY OF LEWISTON EMPLOYEE BENEFIT- CAFETERIA PLAN	120926	10/30/2025	ADMSVC	Payroll Run 1 - Warrant 103025	\$8,457.98
CLEARWATER ECONOMIC DEVELOPMENT ASSOC	120956	10/30/2025	LEGISLATIV	CEDA MEMBERSHIP DUES FOR FISCAL YEAR 2026	\$11,579.00
COLEMAN OIL COMPANY LLC DBA COLEMAN OIL COMPANY	120957	10/30/2025	CEMETERY	CP-0314944 BILL DATE 10/12/25	\$18.51
				CP-0316813	\$184.42
				CP-0317663 BILL DATE 10/26/25	\$140.58
			COMDEV	CP-0314944 BILL DATE 10/12/25	\$112.49
				CP-0316813	\$170.82
				CP-0317663 BILL DATE 10/26/25	\$216.23
			FIRE	CP-0314944 BILL DATE 10/12/25	\$1,174.03
				CP-0316813	\$1,356.33
				CP-0317663 BILL DATE 10/26/25	\$1,369.31
			FLTMAINT	BPO- FLEET- LUBE PRODUCTS & CAR WASHES	\$24.46
			FLTMAINT	CP-0316813	\$59.22
				CP-0317663 BILL DATE 10/26/25	\$63.56
			HR	CP-0314944 BILL DATE 10/12/25	\$46.76
			INFOSYSTMS	CP-0317663 BILL DATE 10/26/25	\$28.02
			LEGISLATIV	CP-0314944 BILL DATE 10/12/25	\$30.83
				CP-0316813	\$28.59
				CP-0317663 BILL DATE 10/26/25	\$18.36
			LIBRARY	CP-0314944 BILL DATE 10/12/25	\$47.81
			PARKSFAC	CP-0314944 BILL DATE 10/12/25	\$561.21
				CP-0316813	\$721.75
				CP-0317663 BILL DATE 10/26/25	\$671.65
			POLICE	CP-0314944 BILL DATE 10/12/25	\$2,045.49
				CP-0316813	\$1,798.67
				CP-0317663 BILL DATE 10/26/25	\$1,789.58
			RECREATION	CP-0317663 BILL DATE 10/26/25	\$37.81
			SANITATION	BPO - SAN - FY26 FUEL FOR SDI HAUL	\$1,801.12
				BPO - TS - FUEL	\$294.21
			STMWTR	CP-0317663 BILL DATE 10/26/25	\$142.39
			TRANSITOP	CP-0314944 BILL DATE 10/12/25	\$1,408.61
				CP-0316813	\$1,489.33



Voucher's Payable

				CP-0317663 BILL DATE 10/26/25	\$1,455.04
			TRNSPN	CP-0314944 BILL DATE 10/12/25	\$1,284.92
				CP-0316813	\$1,260.39
				CP-0317663 BILL DATE 10/26/25	\$1,298.10
			WATER	CP-0314944 BILL DATE 10/12/25	\$276.74
				CP-0316813	\$60.26
				CP-0317663 BILL DATE 10/26/25	\$264.65
			WSTWTR	CP-0314944 BILL DATE 10/12/25	\$331.67
				CP-0316813	\$468.93
				CP-0317663 BILL DATE 10/26/25	\$489.84
COMMERCIAL TIRE INC	400818	10/30/2025	POLICE	PD-RIMS FOR THE EVOC TIRES	\$1,573.92
CUES INC	120959	10/30/2025	WSTWTR	PW-WWCOLL-BPO MISC REPAIRS TO TRUCK EQUIP	\$875.25
DAN JOHNSON	120919	10/23/2025	LEGISLATIV	MEALS D. JOHNSON AIC & LIC BOARD MEETINGS	\$92.00
DANNY SANTIAGO	120920	10/23/2025	INFOSYSTMS	MEAL REIMB D. SANTIAGO INTERFACE SPOKANE CONFEREN	\$28.00
DEFENSE TECHNOLOGY LLC	120960	10/30/2025	POLICE	PD-REG-SCHNEIDER-LESS LETHAL ICP INSTRUCTOR-CALDWE	\$995.00
EFTPS	3427	10/30/2025	ADMSVC	Payroll Run 1 - Warrant 103025	\$177,200.88
ELM USA INC	120961	10/30/2025	LIBRARY	LIB - DISC CLEANING SUPPLIES	\$141.70
EMPOWER TRUST COMPANY LLC	3429	10/30/2025	ADMSVC	Payroll Run 1 - Warrant 103025	\$42,850.35
ERB'S ACE HARDWARE LLC	120962	10/30/2025	FIRE	BPO FIRE - ERB HARDWARE - SUPPLIES	\$5.94
			FLTMANT	BPO- FLEET- REPAIR PARTS & SUPPLIES	\$39.92
			WATER	BPO-PW-WD OPERATING SUPPLIES: TOOLS & HARDWARE	\$19.36
				BPO-PW-WTP OPERATING SUPPLIES: TOOLS & HARDWARE	\$40.73
ESO SOLUTIONS INC	120963	10/30/2025	FIRE	FIRE - ESO - AMBULANCE BILLING	\$21,202.55
FASTENAL COMPANY	120964	10/30/2025	PARKSFAC	BPO - PKS - FASTENAL - VENDING SUPPLIES @ SS	\$56.37
FEDEX	120965	10/30/2025	WSTWTR	PW-WWCOLL-BPO SHIPPING CHARGES	\$65.39
FERGUSON ENTERPRISES #3011	120966	10/30/2025	WATER	WR201 1700 BLK 8TH AVE HYDRANT - PARTS	\$9,471.21
			WSTWTR	PW-WWTP-BPO PIPING PARTS AND RELATED ITEMS	\$544.17
FISHER SYSTEMS INC	400820	10/30/2025	WATER	BPO - PW-WD SERVICE CALLS FOR ALARMS	\$243.68
FOP LEWIS CLARK LODGE #10	120927	10/30/2025	ADMSVC	Payroll Run 1 - Warrant 103025	\$1,929.96
GATEWAY MATERIALS	120967	10/30/2025	FLTMANT	BPO- FLEET- REPAIR PARTS & SUPPLIES	\$17.15
			TRNSPN	BPO - ST/TR - OPERATING SUPPLIES	\$20.00
			WATER	PW-WTP-BPO METAL MATERIAL & FABRICATION	\$300.00
				WR201 1700 BLK 8TH AVE HYDRANT - HAIR PINS	\$161.00
GRAINGER	400821	10/30/2025	WATER	WR043 SW BOOSTER CHECK VALVES- HYDRAULIC JACK	\$1,972.54
			WSTWTR	BPO-PW-WWTP-P/M/M MAINT SUPPLIES	\$1,814.13
HACH COMPANY	120969	10/30/2025	WSTWTR	PW-WWTP-BPO LAB SUPPLIES; AND RELATED ITEMS	\$959.20
HAHN RENTAL CENTER	120970	10/30/2025	WSTWTR	PW-WWCOLL-BPO RENTAL TOOLS	\$40.00



Voucher's Payable

HENRY SCHEIN	120971	10/30/2025	FIRE	BPO FIRE - HENRY SCHEIN - EMS SUPPLIES	\$1,086.91
HOME DEPOT CREDIT SERVICES	120972	10/30/2025	INFOSYSTMS	BPO - ISS - TOOLS AND SUPPLIES HOME DEPOT	\$75.65
			TRNSPN	BPO - ST/TR - OPERATING SUPPLIES	\$105.35
			WSTWTR	PW-WWTP-BPO SUPPLIES, POWER AND HAND TOOLS	\$255.07
HRA VEBA TRUST	120928	10/30/2025	FINANCE	VEBA - POXLEITNER	\$4,883.43
HUGHES FIRE EQUIPMENT INC	400822	10/30/2025	FLTMAINT	BPO- FLEET- REPAIR PARTS & REPAIRS	\$571.15
			FLTMAINT	REPL PUMP DRAIN KIT FOR #003 ENGINE	\$591.28
IAFF MERP TRUST OFFICE C/O BPA	120929	10/30/2025	FIRE	MERP PAYOUT- MCFARLAND	\$16,907.41
IDAHO CHILD SUPPORT RECEIPTING	120930	10/30/2025	ADMSVC	Payroll Run 1 - Warrant 103025	\$270.00
IDAHO DEPT OF ENVIRONMENTAL QUALITY	3424	10/30/2025	WATER	DW2001 BOND PMT #003	\$995,718.92
IDAHO DEPT OF LABOR ATTN: CASHIER	120931	10/30/2025	INSTRUST	ID DEPT OF LABOR UNEMPLOYMENT INSURANCE	\$7,080.00
IDAHO STATE TAX COMMISSION	120932	10/30/2025	ADMSVC	Payroll Run 1 - Warrant 103025	\$29,713.00
IDAHO TRUCK SALES CO	120973	10/30/2025	FLTMAINT	BPO- FLEET- REPAIR PARTS & REPAIRS	\$179.31
			FLTMAINT	BPO- FLEET- REPAIR PARTS & REPAIRS	\$206.09
IMAGETREND INC	400823	10/30/2025	FIRE	FIRE - IMAGETREND - CAD INTERFACE	\$4,179.18
INGRAM LIBRARY SERVICES	400824	10/30/2025	LIBRARY	BPO - LIB - ADULT FICTION	\$1,871.57
				BPO - LIB - JUVENILE BOOKMOBILE BOOK ORDERS	\$13.77
				BPO - LIB - JUVENILE FICTION	\$679.57
				BPO - LIB - JUVENILE NON FICTION ORDERS	\$507.49
				BPO - LIB - LARGE PRINT BOOK ORDERS	\$787.02
IRONCLAD COMPANY	120974	10/30/2025	FLTMAINT	INV/ MAIN BROOMS FOR ELGIN SWEEPERS	\$1,515.98
JENNY BOURASSA	120921	10/23/2025	INFOSYSTMS	MEAL REIM J. BOURASSA INTERFACE SPOKANE CONFERENCE	\$28.00
JOHN'S SAW SERVICE	400825	10/30/2025	TRNSPN	BPO - ST/TR - OPERATING SUPPLIES	\$191.98
JONES EXCAVATION LLC	400826	10/30/2025	WSTWTR	WW053 MANHOLE REPLACEMENT - 1318 19TH ST	\$6,100.00
KENWORTH SALES COMPANY	120975	10/30/2025	FLTMAINT	BPO- FLEET- REPAIR PARTS & OSL	\$201.50
			FLTMAINT	BPO- FLEET- REPAIR PARTS & OSL	\$747.54
KNIFE RIVER CORPORATION - MOUNTAIN WEST	120976	10/30/2025	CAPITAL PROJECTS	TR074 5TH ST; 2ND AVE TO 7TH AVE RECON	\$522,162.94
LAWSON PRODUCTS INC	120977	10/30/2025	FLTMAINT	BPO- FLEET- REPAIR PARTS & SUPPLIES	\$1,056.79
			FLTMAINT	BPO- FLEET- REPAIR PARTS & SUPPLIES	\$51.24
LEWIS CLARK VALLEY METROPOLITAN PLANNING ORG	400827	10/30/2025	TRNSPN	TR021 TRANS MISC - LCVMPD ANNUAL MATCH FOR FY26	\$10,673.07
LEWISTON CIVIC THEATER INC	120978	10/30/2025	LEGISLATIV	FY26 SERVICES AGREEMENT	\$7,500.00



Voucher's Payable

LOID	120979	10/30/2025	PARKSFAC	BILL DATE 10/15/25 UTILITY CHARGES	\$5,830.05
LUPER AUTOMOTIVE INC	400828	10/30/2025	POLICE	PD-WATER OUTLET FOR ENGINE AND HATCH PIN FOR BACK	\$754.46
MCNISH CORPORTATION DBA WALKER PROCESS EQUIPMENT	121008	10/30/2025	WSTWTR	PW-WWTP-CLARIFIER PARTS; QUOTE ATTACHED	\$538.74
MERCURY MEDICAL	120981	10/30/2025	FIRE	BPO FIRE - MERCURY MEDICAL - EMS SUPPLIES	\$1,225.77
MIDWEST TAPE LLC	120982	10/30/2025	LIBRARY	BPO - LIB - ADULT DVD ORDERS	\$143.94
MISC CUSTOMER REFUND	120908	10/23/2025	STMWTR	UB 1900906220 1923 BIRCH	\$30.42
	120909	10/23/2025	STMWTR	UB 1900194026 1416 CEDAR	\$30.76
	120910	10/23/2025	TRNSPN	REIMB OVERPAYMENT OF MUNIS INV6570	\$229.95
	120911	10/23/2025	POLICE	BIDDLE CONSULTING GROUP RECRUITMENT WEBSITE	\$3,628.00
	120912	10/23/2025	STMWTR	UB 2000113123 809 PARK	\$84.85
	120913	10/23/2025	LEGISLATIV	AIRPORT PARK APPRAISAL VALUATION	\$4,000.00
	120914	10/23/2025	WATER	UB 1402005614 2828 HATWAI	\$151.32
	120915	10/23/2025	WATER	UB 0202006823 312 17TH	\$340.92
	120916	10/23/2025	STMWTR	UB 2000086924 734 PARK	\$15.00
	120917	10/23/2025	SANITATION	UB 3000001279 336 WARNER	\$24.01
	120933	10/30/2025	COMDEV	CHRI'S PROF ELECTRIC DBLE PAYMENT ON PERMIT	\$97.99
	120934	10/30/2025	WATER	UB 0403008818 2324 15TH	\$322.87
	120935	10/30/2025	ECONDEV	CD-CDBG-UTILITIES TO SITE FOR TINY HOMES W/O FIRE	\$43,313.00
	120936	10/30/2025	WATER	UB 0811023949 1120 9TH	\$153.78
	120937	10/30/2025	PARKSFAC	S. GERNERT CANCELLED RESERVATION	\$70.00
	120938	10/30/2025	RECREATION	S. MELLINGER REGISTRATION CANCELLATION	\$75.00
	120939	10/30/2025	POLICE	PAID PARKING TICKET BEFORE PD DISMISSED	\$50.00
MORETON & COMPANY	120983	10/30/2025	INSTRUST	2026 MORETON CONSULTING FEE	\$47,250.00
				FY26 COMMERCIAL PACKAGE	\$429,332.61
			SANITATION	FY26 COMMERCIAL PACKAGE	\$43,842.61
			STMWTR	FY26 COMMERCIAL PACKAGE	\$17,089.03
			TRANSITOP	FY26 COMMERCIAL PACKAGE	\$16,045.15
			TRNSPN	FY26 COMMERCIAL PACKAGE	\$60,801.36
			WATER	FY26 COMMERCIAL PACKAGE	\$109,666.39
NAPA AUTO PARTS	120984	10/30/2025	WSTWTR	FY26 COMMERCIAL PACKAGE	\$110,660.85
			FLTMANT	BPO- FLEET- REPAIR PARTS & SUPPLIES	\$945.29
			FLTMANT	BPO- FLEET- REPAIR PARTS & SUPPLIES	\$638.79
NATIONWIDE RETIREMENT	3425	10/30/2025	WSTWTR	BPO-PW-WWTP BATTERIES; VEHICLE ITEMS	\$79.06
			ADMSVC	Payroll Run 1 - Warrant 103025	\$17,800.74
			ADMSVC	Payroll Run 1 - Warrant 103025	\$1,907.44
NEZ PERCE COUNTY HISTORICAL SOCIETY	400829	10/30/2025	COMDEV	BPO-CD-INSPECTOR/CODE ENFORCEMENT VEHICLE PARKING	\$420.00
NEZ PERCE COUNTY SHERIFF	120940	10/30/2025	ADMSVC	Payroll Run 1 - Warrant 103025	\$616.97



Voucher's Payable

NICK EYLAR	120922	10/23/2025	POLICE	MEALS N. EYLAR SHOOTING SCENE PROCESSING & RECONST	\$373.00
NORCO INC	400830	10/30/2025	FIRE	BPO FIRE - NORCO - OXYGEN SUPPLIES	\$250.04
			FLTMaint	BPO- FLEET- PPE & SHOP SUPPLIES	\$261.05
			WATER	BPO-PW-WD- PPE; SAFETY VESTS, SAFETY GLASSES,	\$56.88
NORTH 40 OUTFITTERS	120986	10/30/2025	FLTMaint	BPO- FLEET- REPAIR PARTS & SUPPLIES	\$0.00
			STMWTR	BPO - STMW - OPERATING SUPPLIES	\$224.98
			TRNSPN	BPO - ST/TR - OPERATING SUPPLIES	\$175.92
			WATER	PW-WTP-BPO OPERATING SUPPLIES	\$77.91
			WSTWTR	BPO-PW-WWTP-OPERATING SUPPLIES: TOOLS & HARDWAR	\$314.33
ODP BUSINESS SOLUTIONS LLC	120988	10/30/2025	POLICE	BPO PD OFFICE SUPPLIES TO INCLUDE PENS, PAPER, FIL	\$26.16
			TRNSPN	BPO - PW OFFICE - OPERATING/OFFICE SUPPLIES	\$125.84
				BPO - ST/TR - OFFICE SUPPLIES	\$523.17
O'REILLY AUTO PARTS	120987	10/30/2025	FLTMaint	BPO- FLEET- REPAIR PARTS & SUPPLIES	\$348.46
			FLTMaint	BPO- FLEET- REPAIR PARTS & SUPPLIES	\$158.99
OVERDRIVE INC	120989	10/30/2025	LIBRARY	BPO - LIB - ADULT OVERDRIVE ORDERS	\$1,148.21
				LIB - ONLINE PERIODICAL ACCESS THROUGH OVERDRIVE	\$2,000.00
OWEN EQUIPMENT	120990	10/30/2025	FLTMaint	BPO- FLEET- REPAIR PARTS	\$417.34
OXARC	120991	10/30/2025	TRNSPN	BPO - ST/TR - OPERATING SUPPLIES	\$60.84
			WATER	BPO-PW-WTP- SODIUM HYPOCHLORITE FOR WELLS	\$1,612.32
PACIFIC GOLF & TURF LLC	120992	10/30/2025	GOLFCRS	GC - PACIFIC GOLF & TURF - WORK ON JOHN DEERE	\$830.40
PERSI	3426	10/30/2025	ADMSVC	Payroll Run 1 - Warrant 103025	\$190,637.56
PHOENIX RADIOLOGY	120993	10/30/2025	FIRE	FIRE - PHOENIX RADIOLOGY - RFF	\$180.00
POLYDYNE INC	120994	10/30/2025	WSTWTR	BPO-PW-WWTP-POLYMER	\$22,567.14
PRINTCRAFT PRINTING	400831	10/30/2025	LIBRARY	LIB - MAILING ENVELOPES	\$36.00
			POLICE	BPO PD BUSINESS CARDS	\$90.00
				PD-NOTARY STAMP FOR KASS MCGLAUGHLIN	\$45.00
PROQUEST	120995	10/30/2025	LIBRARY	LIB - FOLD3 SUBSCRIPTION	\$1,840.87
RICOH USA INC	120996	10/30/2025	POLICE	BPO PD COPIER RENTAL FOR COPY ROOM MACHINE	\$133.65
ROGERS MOTORS LLC DBA ROGERS CHRYSLER JEEP DODGE RAM LLC	120997	10/30/2025	FLTMaint	BPO- FLEET- REPAIR PARTS & REPAIRS	\$32.04
SANITARY DISPOSAL INC DBA SUNSHINE DISPOSAL & RECYCLING	400832	10/30/2025	SANITATION	BPO - SAN - FY26 EXTRA YW & RECY CURBSIDE CARTS	\$1,782.47
SCHUMANN ENTERPRISES INC DBA EMPIRE PRESSURE WASH	400819	10/30/2025	TRANSITOP	BPO- TRANSIT BUS WASHING	\$290.00
SOLID ROCK GATE SUPPLY INC	120998	10/30/2025	WSTWTR	PW-WWTP-FRONT GATE PREVENTATIVE MAINTENANCE	\$275.00
STERLING BATTERY COMPANY	120999	10/30/2025	FLTMaint	BPO- FLEET- VEHICLE BATTERIES	\$552.48



Voucher's Payable

STRIPECO LLC	121000	10/30/2025	TRNSPN	TR074 5TH ST; 2ND TO 7TH AVE - STRIPING	\$1,500.00
TAMMI L SMITH DBA THE COUNTRY STITCH	120958	10/30/2025	POLICE	BPO PD UNIFORM ALTERATIONS FOR PATROL	\$15.00
TARGET SOLUTIONS LEARNING LLC	121001	10/30/2025	FIRE	FIRE - TARGET SOLUTIONS - ANNUAL RENEWAL	\$20,384.25
TELEFLEX LLC	121002	10/30/2025	FIRE	FIRE - TELEFLEX - EMS SUPPLIES	\$1,330.00
THE MASTER'S TOUCH LLC	120980	10/30/2025	FINANCE	BPO - UB - MONTHLY PRINTING & MAILING-STATEMENTS	\$6,707.96
TREASURER'S TRUST	120925	10/23/2025	STMWTR	UNCLAIMED PROPERTY /STALE DATED CHECKS	\$15.00
TRIBUNE PUBLISHING CO	400833	10/30/2025	COMDEV	CD-ANNUAL SUBSCRIPTION TO TRIBUNE FOR 10/1/2025-9	\$410.80
TRI-STATE MEMORIAL HOSPITAL	121003	10/30/2025	POLICE	PD-OFFICER PHYSICAL EXAM-ROMERO MCKINZIE	\$90.00
TYLER CRANE	120923	10/23/2025	POLICE	MEALS T. CRANE SHOOTING SCENE PROCESSING & RECONST	\$373.00
UNIFORMS2GEAR INC	400834	10/30/2025	POLICE	BPO PD UNIFORMS/PATROL	\$119.64
				BPO PD UNIFORMS/SUPPORT SERVICES	\$121.48
UNITED RENTALS (NORTH AMERICA), INC.	121005	10/30/2025	FLTMAINT	BPO- FLEET REPAIRS	\$282.00
URM STORES INC	400835	10/30/2025	FLTMAINT	BPO- SRV CTR- BREAK ROOM SUPPLIES	\$66.36
			PARKSFAC	BPO- SRV CTR- BREAK ROOM SUPPLIES	\$66.56
			POLICE	PD-CANDY FOR PUMPKIN PALOOZA	\$415.45
			RECREATION	BPO SNR NUTR - URM - DAILY FOOD RUNS	\$743.08
			TRNSPN	BPO- SRV CTR- BREAK ROOM SUPPLIES	\$66.36
			WSTWTR	BPO-PW-WWTP OPERATING/BREAKROOM/CLEANING SUPPLIES	\$19.56
US FOODS - SPOKANE	121006	10/30/2025	RECREATION	BPO - REC - SNR NUTR - FOOD SUPPLY FOR MEAL PROGR	\$3,494.63
VALLEY CAR SALES INC	121007	10/30/2025	RECREATION	REC - VALLEY CAR RENTALS - SNR TRIP 2 VANS DEARY	\$340.00
VALLEY FENCE	400836	10/30/2025	SANITATION	TS098 FACILITY SECURITY - GATE BURIAL LOOP	\$1,423.02
VALLEY VISION INC	400837	10/30/2025	LEGISLATIV	FY26 SERVICES AGREEMENT	\$12,500.00
VERIZON WIRELESS	3423	10/30/2025	COMDEV	BILL DATE 10/12/25 UTILITY CHARGES	\$296.44
			FIRE	BILL DATE 10/12/25 UTILITY CHARGES	\$1,096.42
			HR	BILL DATE 10/12/25 UTILITY CHARGES	\$38.73
			INFOSYSTMS	BILL DATE 10/12/25 UTILITY CHARGES	\$647.90
			LEGISLATIV	BILL DATE 10/12/25 UTILITY CHARGES	\$80.08
			PARKSFAC	BILL DATE 10/12/25 UTILITY CHARGES	\$97.48
			POLICE	BILL DATE 10/12/25 UTILITY CHARGES	\$2,239.73
			STMWTR	BILL DATE 10/12/25 UTILITY CHARGES	\$77.46
			TRANSITOP	BILL DATE 10/12/25 UTILITY CHARGES	\$159.41



Voucher's Payable

			TRNSPN	BILL DATE 10/12/25 UTILITY CHARGES	\$1,026.63
			WATER	BILL DATE 10/12/25 UTILITY CHARGES	\$1,454.51
			WSTWTR	BILL DATE 10/12/25 UTILITY CHARGES	\$1,165.48
W.M. SMITH & ASSOCIATES INC	121011	10/30/2025	PARKSFAC	FAC - WMS AQUATICS - D. SINNER AFO CERT	\$350.00
WALTER E NELSON SUPPLIES	121009	10/30/2025	PARKSFAC	FAC - WALTER E NELSON - CUSTODIAL SUPPLIES	\$1,307.68
WASHINGTON DEPT OF REVENUE	3430	10/30/2025	FIRE	3RD QAURTER WASHINGTON B&O TAX 2025	\$3,854.55
WASHINGTON STATE SUPPORT REGISTRY	120941	10/30/2025	ADMSVC	Payroll Run 1 - Warrant 103025	\$358.86
WAYSTAR	121010	10/30/2025	FIRE	BPO - FIRE - WAYSTAR - AMBULANCE BILLING	\$594.10
WESTERN EQUIPMENT	121004	10/30/2025	FLTMAINT	BPO- FLEET- REPAIR PARTS	\$49.82
WESTERN RECYCLERS INC	400838	10/30/2025	FIRE	BPO FIRE - WESTERN RECYCLERS	\$52.00
ZOLL MEDICAL CORPORATION GPO	121012	10/30/2025	FIRE	BPO FIRE - ZOLL MEDICAL - SUPPLIES	\$30.34
				FIRE - ZOLL - MAINTENANCE	\$2,380.00
Total					\$3,305,864.53



CITY COUNCIL MEETING AGENDA ITEM SUMMARY

ITEM TITLE SHOOTING RANGE USE AGREEMENT - CLARKSTON	AGENDA NO. V. B. AGENDA DATE: November 10, 2025
ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.) Agreement between the City of Lewiston and the City of Clarkston allowing the Clarkston Police Department to use the Lewiston Shooting Range.	
BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources) There is not budgetary impact to the city or the police department.	
ACTION PROPOSED Approval of the agreement.	

**SHOOTING RANGE USE AGREEMENT
BETWEEN THE CITY OF LEWISTON AND THE CITY OF CLARKSTON**

THIS AGREEMENT ("Agreement") is entered into by and between the City of Lewiston, an Idaho municipal corporation ("City"), and the City of Clarkston, a Washington municipal corporation ("Agency"). City and Agency may also individually be referred to as "Party" or collectively as "Parties."

WHEREAS, City leases an outdoor shooting range located at 5676 Mill Road, Lewiston, Idaho ("Shooting Range");

WHEREAS, City will allow other law enforcement agencies, and may allow other entities, to use the Shooting Range; and

WHEREAS, Agency desires to use the Shooting Range.

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

1. **AUTHORIZATION:** City authorizes Agency's Police Department to use the Shooting Range in accordance with the requirements of this Agreement.

2. **PAYMENT:** For the Initial Term of this Agreement, Agency shall pay One Thousand Dollars (\$1,000), to the City within thirty (30) calendar days of the last date of signature of this Agreement. For each Renewal Term, the Agency shall pay City One Thousand Dollars (\$1,000), payable no later than October 31 of the respective Renewal Term. This payment is non-refundable in the event of early termination of the Agreement or non-use of the Shooting Range.

3. **SIGNED WAIVER:** Agency shall require all of its officers, agents, and employees who desire to use the Shooting Range, and their spouses, (collectively referred to as "User") if applicable, to sign the "Release, Waiver, Assumption of Risk, and Indemnity Agreement," attached hereto as Exhibit A and incorporated herein ("Waiver"), and provide such signed Waiver to City at

SHOOTING RANGE USE AGREEMENT BETWEEN THE CITY OF LEWISTON AND
THE CITY OF CLARKSTON

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least five (5) days before using the Shooting Range. All signatures on the Waiver shall be notarized. Such Waivers shall be valid for a period of up to five (5) years from the date of signature, unless the User leaves their employment with Agency, whichever is sooner. Upon expiration of a Waiver, User shall lose all privileges herein of entry upon, access to, and use of the Shooting Range, unless and until said User provides a new Waiver to City.

4. SHOOTING RANGE RULES: Agency and all of its Users who use the Shooting Range shall at all times comply with the Shooting Range Rules, as amended from time-to-time, attached hereto as Exhibit B and incorporated herein (“Rules”). Agency further agrees that any person who fails to comply with any provision of the Rules may lose his or her access to use the Shooting Range, to such extent and for such time as is determined in City’s sole discretion. City may amend such rules at any time in City’s sole discretion. Such amended rules shall be effective upon issuance by City and upon receipt of written notice by Agency; an amendment to this Agreement shall not be required. Provided, however, that to any extent the Rules conflict with, modify, or alter any other provisions of this Agreement, the other provisions of this Agreement shall control.

5. REPORTING OF INJURIES: Agency shall notify City’s Police Chief of all injuries to Agency’s Users that occur at the Shooting Range within twenty-four (24) hours of such injury.

6. TERM AND RENEWAL: The Initial Term of this Agreement shall be from the date of last signature through September 30, 2025 (“Initial Term”). Thereafter, this Agreement shall automatically renew for up to nine (9) additional one (1) year terms (each a “Renewal Term”), unless terminated as provided in Section 6. Each Renewal Term shall commence on October 1 and shall terminate on September 30 of the following calendar year.

7. TERMINATION: Either Party may terminate this Agreement, with or without cause, upon thirty (30) days’ written notice to the other Party. In the event this Agreement is terminated, Agency shall no longer use the Shooting Range.

SHOOTING RANGE USE AGREEMENT BETWEEN THE CITY OF LEWISTON AND
THE CITY OF CLARKSTON

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8. INDEMNIFICATION: The Parties are governmental entities subject to statutory and constitutional restrictions concerning the acceptance of liability. It is the intention of the Parties that each will be responsible only for its own acts and omissions and those of its employees, officers, agents, volunteers, invitees and contractors, as provided by the Idaho Tort Claims Act, Idaho Code §§ 6-901 through 6-929, and other applicable statutory provisions. Each Party will defend against any claims that arise solely from wrongful acts, omissions, or negligence of their own employees or officials, agents, volunteers, invitees and contractors in the course of the performance of this Agreement, but do not assume responsibility for the acts, omissions, or negligence of the other Parties, their employees or officials, agents, volunteers, invitees and contractors. Each Party shall promptly notify the other of any claim arising under this Agreement and shall cooperate fully with the defending Party or its representatives in the defense of such claim. This provision shall survive the expiration or termination of this Agreement.

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

10. NOTICES: Except as provided in Paragraph 5 of this Agreement, 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:

Agency: _____

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

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

12. INSURANCE: Agency, at its sole expense, shall procure and maintain insurance as required by applicable federal and state law and as may be appropriate and reasonable to cover its obligations under this Agreement, including, but not limited to, liability insurance, workers' compensation, and property damage.

13. 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.

14. 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.

15. MODIFICATIONS: Except as provided in Paragraph 4, this Agreement may be modified or amended only by a writing duly executed by both Parties.

16. PERFORMANCE/WAIVER: The failure of a Party hereto to insist upon strict performance or observance of the terms of this Agreement shall not be a waiver of any breach of any terms or conditions of this Agreement by the other Party.

17. 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.

18. 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.

19. 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 an amount determined by the court, in addition to any other available remedies.

20. PUBLIC RECORDS: The Parties herein understand and acknowledge that this Agreement and its attachments are subject to the Idaho Public Records Act, I.C. §§ 74-101, *et seq.*, the Idaho Open Meetings Act, I.C. §§ 74-201, *et seq.*, and other applicable federal and state laws, and might be public records.

21. 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, negotiations, representations, or agreements, either verbal or written, between the Parties are superseded by this Agreement.

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

Signatures on next page

DATED this 14th day of October 2025.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

Tanya M. Brocke, City Clerk

CITY OF CLARKSTON

By: Monika Lawrence
Monika Lawrence, Mayor

ATTEST:
Rachel Frost

Rachel Frost, City Clerk



CITY COUNCIL MEETING AGENDA ITEM SUMMARY

ITEM TITLE RESOLUTION 2025-50	AGENDA NO. V. C. AGENDA DATE: November 10, 2025
ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.) In January 2024, the City applied for a Transportation Alternative Program (TAP) grant administered by the Local Highway Technical Assistance Council (LHTAC). The TAP program provides funding for projects defined as transportation alternatives, including infrastructure for on- and off-road pedestrian and bicycle facilities and improving non-driver access to public transportation and enhanced mobility. The TAP application was for 8th St; 5th Ave to 11th Ave, Bike Route and Pedestrian Path for construction of: • Accessible sidewalk between 10th Avenue and 11th Avenue • Accessible pedestrian ramps from 7th Avenue to 11th Avenue • Bicycle route signs and pavement markings for the project length from 5th Avenue to 11th Avenue This corridor connects business, residential, and school to the public transit system, biking, and pedestrian routes. This project is identified on the 2025 Transportation Capital Improvement Plan (CIP ID #2020-140, Rank #7). The City has been awarded a TAP grant for this project and, with the assistance of the State, the City will secure the services of a consultant for project design.	
BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources) The awarded grant amount requires a local match of \$41,119 (7.34%), with \$3,000 to be paid upfront accompanying the signed agreement. The federal participation rate will be \$519,081 (92.66%). The FY26 budget has \$76,000 programmed for the design phase of the project. 8TH ST; 5TH AVE TO 11TH AVE BIKE-PED (KN24680)	

	GRANT FUNDED 92.66%	LOCAL MATCH 7.34%	TOTAL
DESIGN	\$ 84,320.60	\$ 6,679.40	\$ 91,000.00
CE&I	\$ 47,256.60	\$ 3,743.40	\$ 51,000.00
CONSTRUCTION	\$ 387,504.12	\$ 30,695.88	\$ 418,200.00
TOTAL:	\$ 519,081.32	\$ 41,118.68	\$ 560,200.00

ACTION PROPOSED

Staff recommends Council approving, authorizing the Mayor to sign Resolution 2025-501: State/Local agreement Key No.24680.

RESOLUTION 2025-50

A RESOLUTION APPROVING A T.A.P. STATE/LOCAL AGREEMENT BETWEEN THE IDAHO TRANSPORTATION DEPARTMENT AND THE CITY OF LEWISTON FOR FEDERAL AID HIGHWAY PROJECT NO. A024(680) 8TH STREET, 5TH AVENUE TO 11TH AVENUE BIKE-PEDESTRIAN, KEY NO. 24680

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

WHEREAS, the Idaho Transportation Department, hereafter the State, has submitted the Transportation Alternatives Program's (TAP) "TAP State/Local Agreement (Design and Construction) Project No. A024(680) 8th St, 5th Ave to 11th Ave Bike-Ped Key No. 24680", hereafter the Agreement, stating obligations of the State and the City of Lewiston, hereafter the City, for construction of a bike route and pedestrian path on 8th Street from 5th Avenue to 11th Avenue; and

WHEREAS, the State is responsible for obtaining compliance with laws, standards and procedural policies in the development, construction and maintenance of improvements made to the Federal Aid Highway System when there is federal participation in the costs; and

WHEREAS, certain functions to be performed by the State involved the expenditure of funds as set forth in the Agreement; and

WHEREAS, the State can only pay for work associated with the State Highway system; and

WHEREAS, the City is fully responsible for its share of the project costs.

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

SECTION 1: The Agreement for Federal Aid Highway Project A024(680) is hereby approved, and a copy of said Agreement is attached hereto and incorporated herein as Exhibit A.

SECTION 2: The Mayor and City Clerk are hereby authorized to execute said Agreement on behalf of the City.

SECTION 3: Duly certified and executed copies of this resolution shall be furnished to the State.

SECTION 4: This resolution shall become effective upon passage.

PASSED this _____ day of _____ 2025.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

Tanya M. Brocke, City Clerk

EXHIBIT A
to
Resolution 2025-50

**TAP STATE/LOCAL AGREEMENT
(DESIGN AND CONSTRUCTION)
PROJECT NO. A024(680)
8th ST, 5TH AVE TO 11TH AVE BIKE-PED
KEY NO. 24680**

PARTIES

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the **IDAHO TRANSPORTATION DEPARTMENT**, hereafter called the State and the **CITY OF LEWISTON**, acting by and through its MAYOR AND COUNCIL, hereafter called the Sponsor.

PURPOSE

The Sponsor has requested funding under the Transportation Alternatives Program. The purpose of this Agreement is to set out the terms and conditions necessary to obtain Federal-aid participation in the work.

The Sponsor acknowledges that this Agreement covers a project wherein federal aid funds will be allocated, and Sponsor will comply with the requirements of 23 U.S.C. §313, 23 CFR §635.410, and 28 CFR Part II.

NOTE: The Sponsor is responsible for complying with all project requirements and project administration procedures outlined in the Transportation Alternatives Program Manual available at <http://apps.itd.idaho.gov/apps/manuals/manualsonline.html> .

Since certain functions under this Agreement are to be performed by the State, involving the expenditure of funds, and since the State can only pay for work associated with the State Highway System, the Sponsor is fully responsible for all costs related to the project for work off the State Highway System.

Authority for this Agreement is established by Section 40-317 of the Idaho Code.

The Parties agree as follows:

SECTION I. GENERAL

1. This Agreement is entered into for the purpose of complying with certain provisions of the Federal-Aid Highway Act, in obtaining federal participation in the design and construction of the project.
2. Federal participation in the costs of the project will be governed by the applicable sections of Title 23 U.S. Code (Highways) and rules and regulations prescribed or

*Carbon Reduction State/Local Agreement
8th St, 5th Ave to 11th Ave Bike-Ped
Key No. 24680
Page 1*

promulgated by the Federal Highway Administration, including, but not limited to, the requirements of 23 U.S.C. §313, 23 CFR §635.410, and 28 CFR Part II.

3. Funds owed by the Sponsor shall be remitted to the State through the ITD payment portal at: <https://apps.itd.idaho.gov/PayITD>.
4. Federal participation in the project is at the rate of 92.66%; local participation is 7.34%.
5. Scheduled funding for this project is listed on the approved Idaho Transportation Investment Program, and subsequent revisions. Current estimated funding is as follows:
 - a. Project Development - \$91,000
(PE-\$16,000) (PC-\$75,000)
 - b. Utilities - \$0
 - c. Construction Engineering (CE) – \$51,000
 - d. Construction (CN) - \$418,200
 - e. Total Estimated Project Costs - \$560,200
6. The Sponsor's match for this project will be provided in cash in the amount of 7.34 percent of the entire project (currently \$41,119).
7. This project shall be designed to State Standards as defined in the current version of the Idaho Transportation Department's Roadway Design Manual, or as subsequently revised. The current version of the Roadway Design Manual can be viewed at the following web site:
<http://itd.idaho.gov/manuals/ManualsOnline.html>.

SECTION II. That the Sponsor shall:

1. Provide a funding match of 7.34% of the Total Estimated Project Costs of \$560,200 and assume responsibility for all costs of the project over and above the federal-aid limit noted in Section I, Paragraph 4 above.
2. Pay to the State the sum of **THREE THOUSAND DOLLARS (\$3,000)**, estimated to be the total expense to the State for this project. This amount will be applied towards the Sponsor's match. Upon project completion, if the estimated expense does not reflect the true cost of the work performed by the State, the Sponsor shall remit to the State the additional sum needed to cover the actual costs incurred by the State.
3. Designate an authorized representative to act on the Sponsor's behalf. That authorized representative's name is Alannah Bailey, PE,
Phone No. 208-790-8809.

4. With the assistance of the State, secure the services of a consultant to design the project, and provide a copy of the project plans, specifications and estimate to the State for review and approval.
5. Before advertisement for bids, provide to the State a certification that all rights-of-way, easements, permits, materials sources, and agreements necessary for the construction and maintenance of the project have been acquired. The Sponsor will also certify that the contract proposal includes FHWA Form 1273 (Federal-aid Contract Provisions), and will provide an environmental determination in accordance with 23CFR 771.117.
6. Before advertisement for bids, provide to the State for review and approval a copy of the Contract Proposal form, Notice to Contractors, and construction plans, specifications and estimate. After the project is advertised for bids, provide the State with a copy of the bidding documents.
7. Advertise for the construction of the project, open bids, prepare a contract estimate of cost based on the successful low bid in accordance with State laws on procurement procedures for local governments, and request State concurrence prior to award.
8. Award a contract for construction of the project based on the successful low bid, and provide the State a copy of the contract.
9. During construction of the project, Sponsor will provide a project manager and staff to administer and inspect the project, and to provide inspection diaries and support to the State's Engineer.
10. The Sponsor shall prepare all monthly and final contract estimates and change orders, and submit all major change orders to the State for approval. During the life of the construction contract, prior approval of the State will be obtained if it is necessary to deviate from the plans and specifications to such a degree that the nature of the completed work is significantly changed.
11. In cooperation with the State, establish and cause to be maintained all construction traffic controls deemed necessary to best serve the public interests and to expedite the work in accordance with the MUTCD.
12. At no cost to the federal-share, cause to be replaced to original, equal or better condition any existing pavement, regulatory signs, and other similar items damaged as a result of the contractor's operation, except as hereafter stated as obligations of the State.
13. During design and construction of the project, be responsible for payment of all invoices for work performed on the project. The Sponsor will provide monthly

invoices, and proof of payment of same, to the State for reimbursement of the federal-aid share, up to the federal-aid limit noted in Section I, Paragraph 4 above.

14. Maintain all project records, including source documentation for all expenditures for a period of three (3) years from the date of final acceptance. Provide the State an electronic copy of these documents and records upon completion of the project. If any litigation, claim, negotiation, or audit has been started before expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues that arise from it.
15. Maintain the project upon completion to the satisfaction of the State. Such maintenance includes, but is not limited to, preservation of the building and landscape as is necessary for safe and efficient utilization in accordance with approved agreement with State, Federal, and Local preservation entities.
16. Comply with Exhibit B attached hereto and made a part hereof. By this agreement Sponsor agrees to comply with and be bound to the Civil Rights provisions of Title VI of the Federal Code and to generally insert those provisions in all contracts that it enters into that are federally funded on this project. If property acquired for this project with Federal financial assistance is transferred, the recipient of the property will be subject to Exhibit B if the property is used for the same purpose it was originally acquired or for another purpose involving similar services or benefits to the general public. Sponsor should contact the State prior to disposing of any property acquired under this agreement.
17. Comply with all other applicable State and Federal regulations.
18. To the extent permitted by Idaho law and as provided by the Idaho Tort Claims Act, indemnify, save harmless the State, regardless of outcome, from the expenses of and against suits, actions, claims or losses of every kind, nature and description, including costs, expenses and attorney fees that may be incurred by reason of any act or omission, neglect or misconduct of the Sponsor or its consultant in the design, construction and maintenance of the work which is the subject of this Agreement, or Sponsor's failure to comply with any state or federal statute, law, regulation or rule. Nothing contained herein shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby expressly reserved.

SECTION III: That the State shall:

1. Enter into an Agreement with the Federal Highway Administration covering the federal government's pro rata share of design and construction costs, up to a maximum of the federal-aid limit noted in Section I, Paragraph 4 above.
2. Assist in the selection of a Consultant, negotiate, and furnish the Agreement for Consultant Services and any supplements thereto, to be used between the Sponsor and Consultant on this project.

3. Review and approve the project plans and specifications.
4. Authorize the Sponsor to administer the project and make any necessary changes and decisions within the general scope of the plans and specifications.
5. Appoint the Local Highway Technical Assistance Council (LHTAC) as the contract administrator for the State.
6. Designate a resident engineer and other personnel, as the State deems necessary, to supervise construction in accordance with the plans, specifications and estimates in the manner required by applicable state and federal regulations. Review for approval all major change orders submitted by the Sponsor, and conduct a final inspection of the project when completed.
7. Upon receipt of monthly invoices from the Sponsor, submit same to the Federal Highway Administration for reimbursement at the federal-aid participation rate of 92.66%, up to a maximum of the federal-aid limit noted in Section I, Paragraph 4 above.
8. Maintain complete accounts of all project funds received and disbursed, which accounting will determine the final project costs.
9. Cooperate with the Sponsor in selection and designation of suitable construction traffic control during project construction.
10. Designate an authorized representative to act on the State's behalf. That authorized representative's name is _____ Sam Larrondo _____, Phone No. _____ (208) 850-7143 _____.

SECTION IV. Both Parties agree as follows:

1. Federal participation is contingent upon ultimate completion of the project. If for any reason the project is removed from the program without being completed, then the Sponsor shall be responsible for One Hundred Percent (100%) of all project costs, and shall pay back to the State all costs previously reimbursed. If the Sponsor's deposit exceeds project costs, then the State shall return the unspent balance to the Sponsor.
2. Sufficient Appropriation. It is understood and agreed that the State is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The State reserves the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the State to continue

payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.

- 3. All information, regulatory and warning signs, pavement or other markings, traffic signals required, the cost of which is not provided for in the plans and estimates, must be erected at the sole expense of the Sponsor upon the completion of the project.
- 4. The location, form and character of all signs, markings and signals installed on the project, initially or in the future, shall be in conformity with the Manual of Uniform Traffic Control Devices as adopted by the State.
- 5. This Agreement shall become effective on the first day mentioned above, and shall remain in full force and effect until amended or replaced upon mutual consent of the State and the Sponsor.

EXECUTION

This Agreement is executed for the State by its Division Administrator, and executed for the Sponsor by the Mayor, attested to by the City Clerk, with the imprinted Corporate Seal of City of Lewiston.

IDAHO TRANSPORTATION DEPARTMENT

Division Administrator

ATTEST:

CITY OF LEWISTON

City Clerk

Mayor

By regular/special meeting
on _____.

wd : SLA Design & CN
24680

RESOLUTION

WHEREAS, the Idaho Transportation Department, hereafter called the **STATE**, has submitted an Agreement stating obligations of the **STATE** and the **CITY OF LEWISTON**, hereafter called the **CITY**, for construction of 300' of Concrete Sidewalk, 32 ADA Compliant Pedestrian Ramps, and 2,300' of new bicycle route; and

WHEREAS, the **STATE** is responsible for obtaining compliance with laws, standards and procedural policies in the development, construction and maintenance of improvements made to the Federal-aid Highway System when there is federal participation in the costs; and

WHEREAS, certain functions to be performed by the **STATE** involve the expenditure of funds as set forth in the Agreement; and

WHEREAS, The **STATE** can only pay for work associated with the State Highway system; and

WHEREAS, the **CITY** is fully responsible for its share of project costs; and

NOW, THEREFORE, BE IT RESOLVED:

1. That the Agreement for Federal Aid Highway Project A024(680) is hereby approved.
2. That the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the **CITY**.
3. That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

CERTIFICATION

I hereby certify that the above is a true copy of a Resolution passed at a *regular, duly* called special (X-out non-applicable term) meeting of the City Council, City of Lewiston held on _____, _____.

(Seal)

City Clerk

EXHIBIT B

1050.20 Appendix A:

During the performance of work covered by this Agreement, the Consultant for themselves, their assignees and successors in interest agree as follows:

1. **Compliance With Regulations.** The Consultant shall comply with all regulations of the United States Department of Transportation relative to Civil Rights, with specific reference to Title 49 CFR Part 21, Title VI of the Civil Rights Act of 1964 as amended, and Title 23 CFR Part 230 as stated in the ITD EEO Special Provisions and Title 49 CFR Part 26 as stated in the appropriate ITD DBE Special Provisions.
<http://apps.itd.idaho.gov/apps/ocr/index.aspx>
2. **Nondiscrimination.** The Consultant, with regard to the work performed by them during the term of this Agreement, shall not in any way discriminate against any employee or applicant for employment; subcontractor or solicitations for subcontract including procurement of materials and equipment; or any other individual or firm providing or proposing services based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.
3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations, either by bidding or negotiation, made by the Consultant for work or services performed under subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be made aware by the Consultant of the obligations of this Agreement and to the Civil Rights requirements based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.
4. **Information and Reports.** The Consultant shall provide all information and reports required by regulations and/or directives and sources of information, and their facilities as may be determined by the State or the appropriate Federal Agency. The Consultant will be required to retain all records for a period of three (3) years after the final payment is made under the Agreement.
5. **Sanctions for Noncompliance.** In the event the Consultant or a Subconsultant is in noncompliance with the EEO Special Provisions, the State shall impose such sanctions as it or the appropriate Federal Agency may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the Consultant until they have achieved compliance;
 - Suspension of the agreement, in whole or in part, until the Consultant or Subconsultant is found to be in compliance, with no progress payment being made during this time and no time extension made;
 - Cancellation, termination or suspension of the Agreement, in whole or in part;
 - Assess against the Consultant's final payment on this Agreement or any progress payments on current or future Idaho Federal-aid Projects an administrative remedy by reducing the final payment or future progress payments in an amount equal to 10% of this agreement or \$7,700, whichever is less.
6. **Incorporation of Provisions.** The Consultant will include the provisions of paragraphs 1 through 5 above in every subcontract of \$10,000 or more, to include procurement of materials and leases of equipment unless exempt by the Acts, the Regulations, and directives pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the State or the appropriate Federal Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into any litigation to protect the interest of the State. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

1050.20 Appendix E

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with all non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

Implementation Procedures

This agreement shall serve as the Sponsor's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this agreement, "Federal Assistance" shall include:

1. grants and loans of Federal funds,
2. the grant or donation of Federal property and interest in property,
3. the detail of Federal personnel,
4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the Sponsor, or in recognition of the public interest to be served by such sale or lease to the Sponsor, and
5. any Federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

The Sponsor shall:

1. Issue a policy statement, signed by the Sponsor's authorized representative, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Sponsor's organization and to the general public. Such information shall be published where appropriate in languages other than English.

2. Take affirmative action to correct any deficiencies found by ITD or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this agreement. The Sponsor's authorized representative shall be held responsible for implementing Title VI requirements.
3. Designate a Title VI Coordinator who has a responsible position in the organization and easy access to the Sponsor's authorized representative. The Title VI Coordinator shall be responsible for initiating and monitoring Title VI activities and preparing required reports.
4. Adequately implement the civil rights requirements.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, national origin, sex, or disability; the nature of the complaint; the date the complaint was filed; the date the investigation was completed; the disposition; the date of the disposition; and other pertinent information. A copy of the complaint, together with a copy of the Sponsor's report of investigation, will be forwarded to ITD's EEO Office – External Programs within 10 days of the date the complaint was received by the Sponsor.
6. Collect statistical data (race and sex) of participants in, and beneficiaries of the Transportation programs and activities conducted by the Sponsor.
7. Conduct Title VI reviews of the Sponsor and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.
8. Attend training programs on Title VI and related statutes conducted by ITD's EEO Office.
9. Participate in an annual review of the Sponsor's Title VI Program, the purpose of which is to determine to what extent the Sponsor has complied with Title VI requirements including the ADA. This review is conducted one year from the date of approval of the Non-Discrimination Agreement and then annually on the same date. The format for the Title VI review will be provided each year to the Sponsor for completion. A determination of compliance will be made by ITD's EEO Office based on the information supplied in the review. This review of the Sponsor's Title VI Program may also include an on-site review in order to determine compliance.

Discrimination Complaint Procedure

Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the Sponsor. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the Sponsor's Title VI Coordinator for review and action.

In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:

- a) The date of alleged act of discrimination; or
- b) Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the Sponsor or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the Sponsor, the person shall be interviewed by the Title VI Coordinator. If necessary, the Title VI Coordinator will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the Sponsor's investigative procedures.

Within 10 days, the Title VI Coordinator will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as ITD and USDOT.

The Sponsor will advise ITD within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to ITD:

- a) Name, address, and phone number of the complainant.
- b) Name(s) and address(es) of alleged discriminating official(s).
- c) Basis of complaint (i.e., race, color, national origin or sex)
- d) Date of alleged discriminatory act(s).
- e) Date of complaint received by the Sponsor.
- f) A statement of the complaint.
- g) Other agencies (state, local or Federal) where the complaint has been filed.
- h) An explanation of the actions the Sponsor has taken or proposed to resolve the issue raised in the complaint.

Within 60 days, the Title VI Coordinator will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the Sponsor's authorized representative. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.

Within 90 days of receipt of the complaint, the Sponsor's authorized representative will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with ITD, or USDOT, if they are dissatisfied with the final decision rendered by the Sponsor. The Title VI Coordinator will also provide ITD with a copy of this decision and summary of findings upon completion of the investigation.

Contacts for the different Title VI administrative jurisdictions are as follows:

Idaho Transportation Department
Equal Employment Opportunity Office – External Programs
EEO Manager
PO Box 7129
Boise, ID 83707-1129
208-334-8884

Federal Highway Administration
Idaho Division Office
3050 Lakeharbor Lane, Suite 126
Boise, ID 83703
208-334-9180

Sanctions

In the event the Sponsor fails or refuses to comply with the terms of this agreement, the ITD may take any or all of the following actions:

1. Cancel, terminate, or suspend this agreement in whole or in part;
2. Refrain from extending any further assistance to the Sponsor under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Sponsor.
3. Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the Sponsor;
4. Refer the case to the Department of Justice for appropriate legal proceedings.

Distribution: EEO Office
Revised: 03-09, 08-10, 08-17



CITY COUNCIL MEETING AGENDA ITEM SUMMARY

ITEM TITLE RESOLUTION 2025-51	AGENDA NO. V. D. AGENDA DATE: November 10, 2025
ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.) In January 2025, the City completed an application for a Local Highway Safety Improvement Program (LHSIP) grant, proposing safety improvements to Bryden Canyon Road. The current pavement conditions on Bryden Canyon Road have deteriorated to a level where less costly treatments, such as seal coating, are no longer viable for improving pavement friction. Pavement milling and overlay have been identified as the most cost-effective solution. LHSIP funding is limited to \$2,000,000 per project. The City requested the maximum allowable amount for this project. In September 2025, the City was notified that a grant would be awarded. The funding will be used to: • Mill and Overlay between Southway Bridge and 8th Street on/off ramps (estimated 4,600 feet) for improved friction. • Warning signs installed based on engineering judgement, Curve Advance Warning and/or Dynamic • Speed Warning with flashing beacons. • Install signs and reflectors for freezing temperature warning • Design will consider Speed Limit flashing LED signs • Design will consider Rumble Strips • Reconstruct pedestrian ramps at Southway Bridge Council adopted the budget to fund the entire project, extending the mill and overlay to 4th Street. The additional funding will be provided by property tax allocations.	
BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources) The awarded amount requires a local match of \$152,745 (7.34%), with \$7,000 to be paid upfront accompanying the signed agreement. The federal participation rate will be \$1,928,255 (92.66%). The FY26 budget has \$4M programmed with an additional \$1.9M allocated in property taxes to cover the remaining project costs.	

BRYDEN CANYON RD SAFETY IMPRV (KN25054)

	GRANT FUNDED 92.66%	LOCAL MATCH 7.34%	TOTAL
DESIGN	\$ 322,456.80	\$ 25,543.20	\$ 348,000.00
CE&I	\$ 256,668.20	\$ 20,331.80	\$ 277,000.00
CONSTRUCTION	\$ 1,349,129.60	\$ 106,870.40	\$ 1,456,000.00
TOTAL:	\$ 1,928,254.60	\$ 152,745.40	\$ 2,081,000.00

ACTION PROPOSED

Staff recommends Council approving, authorizing the Mayor to sign Resolution 2025-51: State/Local agreement Key No.25054.

RESOLUTION 2025-51

A RESOLUTION APPROVING A STATE/LOCAL AGREEMENT BETWEEN THE IDAHO TRANSPORTATION DEPARTMENT AND THE CITY OF LEWISTON FOR FEDERAL AID HIGHWAY PROJECT NO. A025(054) BRYDEN CANYON ROAD SAFETY IMPROVEMENTS, KEY NO. 25054

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

WHEREAS, the Idaho Transportation Department, hereafter the State, has submitted the “State/Local Agreement (Project Development) Project No. A025(054) Bryden Canyon Rd Safety Imprv Key No. 25054”, hereafter the Agreement, stating obligations of the State and the City of Lewiston, hereafter the City, for Bryden Canyon Road overlay and safety improvements; and

WHEREAS, the State is responsible for obtaining compliance with laws, standards and procedural policies in the development, construction and maintenance of improvements made to the Federal Aid Highway System when there is federal participation in the costs; and

WHEREAS, certain functions to be performed by the State involved the expenditure of funds as set forth in the Agreement; and

WHEREAS, the State can only pay for work associated with the State Highway system; and

WHEREAS, the City is fully responsible for its share of the project costs.

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

SECTION 1: The Agreement for Federal Aid Highway Project A025(054) is hereby approved, and a copy of said Agreement is attached hereto and incorporated herein as Exhibit A.

SECTION 2: The Mayor and City Clerk are hereby authorized to execute said Agreement on behalf of the City.

SECTION 3: Duly certified and executed copies of this resolution shall be furnished to the State.

SECTION 4: This resolution shall become effective upon passage.

PASSED this _____ day of _____ 2025.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

Tanya M. Brocke, City Clerk

EXHIBIT A
to
Resolution 2025-51

STATE/LOCAL AGREEMENT
(PROJECT DEVELOPMENT)
PROJECT NO. A025(054)
BRYDEN CANYON RD SAFETY IMPRV
KEY NO. 25054

PARTIES

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the IDAHO TRANSPORTATION BOARD, by and through the **IDAHO TRANSPORTATION DEPARTMENT**, hereafter called the State, and the **CITY OF LEWISTON** acting by and through its MAYOR AND COUNCIL, hereafter called the Sponsor.

PURPOSE

The Sponsor has requested that the State include in its Idaho Transportation Investment Program Federal-Aid Project No. A025(054), described as Bryden Canyon Rd Safety Imprv. Project development is to be performed by Sponsor's staff/Consultant Engineers. The purpose of this Agreement is to set out the terms and conditions to accomplish the project development phase of this project.

NOTE: Securing the services of a consultant for project development services must follow the process outlined in the Idaho Transportation Department Guidelines for Local Public Agency Projects.

Since certain functions under this Agreement are to be performed by the State, requiring the expenditure of funds, and since the State can only pay for work associated with the State Highway System, the Sponsor is fully responsible for all costs incurred by the State related to the project.

Authority for this Agreement is established by Section 40-317 of the Idaho Code.

The Parties agree as follows:

SECTION I. GENERAL

1. It is necessary to develop construction plans and specifications in order that federal participation may be obtained in the construction costs of the project. Federal-aid for project development and right of way is available on this project.
2. Federal participation in the project is at the rate of 92.66%; local participation is 7.34%. Scheduled funding for this project is listed in the approved Idaho Transportation Investment Program, and subsequent revisions. Current estimated funding is as follows:
 - a. Project Development - \$348,000
(PE- \$7,000) (PL-\$63,000) (PC-\$278,000)
 - b. Construction (CN) - \$1,456,000
 - c. Right of Way (RW) - \$0
 - d. Construction Engineering - \$277,000
(CE- \$7,000) (CL-\$62,000) (CC-\$208,000)
 - e. Total Estimated Project Costs - \$2,081,000
3. The Sponsor's match for this project will be provided in cash in the amount of 7.34 percent of the entire project (current estimate \$152,745).
4. Funds owed by the Sponsor shall be remitted to the State through the ITD payment portal at:
<https://apps.itd.idaho.gov/PayITD> .
5. This project shall be designed to State Standards as defined in the current version of the Idaho Transportation Department's Design Manual, or as subsequently revised. The current version of the Design Manual can be viewed at the following web site:
<http://itd.idaho.gov/manuals/ManualsOnline.htm>.
6. All information, regulatory and warning signs, pavement or other markings, and traffic signals required and warranted will be developed as a part of the plans, regardless of whether the work is done as a portion of the contract or by the Sponsor's forces.
7. If the project is terminated by the Sponsor prior to completion, the Sponsor shall repay to the State all federal funds received for the project, and shall be

liable to the State for any un-reimbursed incidental expenses as provided for in Section II, Paragraph 1 of this Agreement.

8. Sufficient Appropriation. It is understood and agreed that the State and the Sponsor are governmental agencies, and this Agreement shall in no way be construed so as to bind or obligate the State or the Sponsor beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The State and the Sponsor reserve the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the State to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.

SECTION II. That the State shall:

1. Provide the following services incidental to the project development:
 - a. Assist Sponsor in the selection of a Consulting Engineer and negotiations as needed, and furnish the Agreement for Engineering Services and any supplements thereto, to be used between the Sponsor and Consultant Engineers on this project.
 - b. Review Preliminary Environmental Evaluation and recommend other appropriate environmental documentation.
 - c. Furnish to the engineers copies of materials test reports and other data applying to the project and available to the State.
 - d. Provide a hearing officer to conduct a formal public hearing as necessary.
 - e. Assign State personnel or assist in hiring a qualified relocation agent consultant to determine relocation entitlements and assistance which might be required by the project.

- f. File with the Federal Highway Administration applications for exceptions to AASHTO Standards when appropriate and for government land withdrawals for rights-of-way and airport clearance.
 - g. If requested by the Sponsor, assist in negotiations with public carriers and utilities for agreements on behalf of the Sponsor.
 - h. Review the Consultant plans, estimates, reports and environmental studies, and issue notice of approval.
 - i. Supply roadway summary sheets and such standard drawings as may be required to supplement the plans.
 - j. Print and assemble plans, special provisions, specifications and contracts.
 - k. Advertise for bids and let the construction contract. Prior to construction, the parties will enter into a separate agreement covering responsibilities of the parties relating to construction.
- 2. Within sixty (60) days of receipt of appropriate documentation from the Sponsor showing expenditure of funds for project development, reimburse the Sponsor for eligible expenses at the approved Federal-aid rate.
 - 3. Bill the Sponsor for costs incurred by the State under this Agreement for project development, if those costs exceed the amount set out in Section III, Paragraph 1.
 - 4. Bill the Sponsor for any federal funds to be repaid by the Sponsor if the project is terminated by the Sponsor prior to completion, and the Sponsor has been reimbursed with federal funds for preliminary engineering and/or right-of-way acquisition.
 - 5. Appoint the Local Highway Technical Assistance Council as the contract administrator for the State.

SECTION III. That the Sponsor shall:

1. Pay to the State, before the State begins the incidental services referred to in Section II, Paragraph 1, the sum of **SEVEN THOUSAND DOLLARS (\$7,000)**, estimated to be the total expense to the State referred to in Section I, Paragraph 2. In addition, pay to the State the cost of all incidental services provided by the State upon receipt of the billing provided for in Section II, Paragraph 3. These funds will be credited towards the Sponsor's match on the project.
2. Sponsor warrants that it will repay any federal reimbursements on this project if the project is terminated by the Sponsor prior to completion.
3. With the assistance of the State, hire a consultant for development of the project.
4. Make timely payment of all consultant invoices throughout the design of the project. Periodically the Sponsor may submit allowable Consultant invoices and receipts to the State showing payment of same. The State will reimburse the Sponsor for eligible expenses less the Sponsor's match.
5. Advertise for and hold a formal public hearing if required in accordance with the Idaho Open Meetings Law.
6. Coordinate the relocation of utilities within the right-of-way of the project. Federal-aid utility relocations will be processed in accordance with the applicable provisions of 23 CFR and the Sponsor's utility policies and procedures.
7. Right of Way
 - a. Acquire all rights-of-way and easements needed to provide for construction and maintenance of the project.
 - b. Employ an approved certified general appraiser to complete all appraisals and an independent certified general appraiser to review appraisals required for the project unless the property value meets the requirements in Idaho Code Section 54-4105(5) and 45 CFR 24.102.

- c. Review the appraisal reviewer's statement of the estimated fair market value and approve an amount to be just compensation for each parcel to be acquired.
- d. Provide a monthly right-of-way status report (ITD-2161), and forward it to the project manager.
- e. Before initiating negotiations for any real property required for right-of-way, establish, in writing, an amount considered to be just compensation, under Idaho law, Federal Regulations or any other applicable law, and make a prompt offer to acquire the property for the full amount established.
- f. Make a good faith effort, in accordance with Real Property Acquisition Policies Act of 1970, to acquire the real property by negotiation. Employ a State Approved Negotiator if necessary.
- g. Inform the property owner, in those cases where he indicates a willingness to donate a portion of his real property for rights-of-way, of all his rights including his right to full compensation in money for land and damages, if any, in accordance with Idaho Code.
- h. Provide relocation assistance and payments for any displaced person, business, farm operation, or nonprofit organization in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; 49 CFR 24; 23 CFR 710; the Idaho Real Property Acquisition Act of 1971; Title 40, Chapter 20; and Title 58, Chapter 11; Idaho Code, as amended, and regulations promulgated thereunder. No individual or family shall be displaced until decent, safe and sanitary replacement housing is available to the relocatees for immediate occupancy. In addition, advise the State of any relocations required by the project and upon request of the State, authorize the State to negotiate on the Sponsor's behalf for all relocation assistance and payments, the cost of which will be assumed by the Sponsor at the time of negotiation.

- i. Ensure to the greatest extent practicable that no person lawfully occupying the real property shall be required to move from his home, farm or business without at least ninety (90) days written notice prior to advertisement of the project.
8. Before advertisement for bids, provide a certification that all rights-of-way, easements, permits, materials sources and agreements necessary for the construction of the project have been acquired in accordance with the provisions of this Section. Provide a value of any right-of-way donations obtained, which may be credited as a matching share.
9. Evaluate the impact the project might have on the quality of the human environment and prepare and furnish to the State an environmental evaluation that includes cultural resources and any other documentation required by the National Environmental Policy Act.
10. At all required public hearings, furnish all necessary exhibits and provide for a representative of the Sponsor to describe the project; present information about the location and design, including alternates; discuss the tentative schedules for rights-of-way acquisitions and construction; discuss the Sponsor's relocation assistance program; discuss the economic, sociological, and environmental effects of the project; and answer all questions concerning the project.
11. Comply with Attachment 1 attached hereto and made a part hereof. By this agreement Sponsor agrees to comply with and be bound to the Civil Rights provisions of Title VI of the Federal Code and to generally insert those provisions in all contracts that it enters into that are federally funded on this project. If property acquired for this project with Federal financial assistance is transferred, the recipient of the property will be subject to Attachment 1 if the property is used for the same purpose it was originally acquired or for another purpose involving similar services or benefits to the general public. Sponsor should contact the State prior to disposing of any property acquired under this agreement.

12. Maintain all project records, including source documentation for all expenditures and in-kind contributions, for a period of three (3) years from the date of final acceptance. If any litigation, claim, negotiation, or audit has been started before expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues that arise from it.
13. Comply with all other applicable State and Federal regulations.

EXECUTION

This Agreement is executed for the State by its Division Administrator, and executed for the SPONSOR by the MAYOR AND COUNCIL, attested to by the CITY CLERK, with the imprinted Corporate Seal of the CITY OF LEWISTON.

IDAHO TRANSPORTATION DEPARTMENT

Division Administrator

ATTEST:

CITY OF LEWISTON

City Clerk

Mayor

(SEAL)

By regular/special meeting
on _____.

wd: 25054 SLA PD

RESOLUTION

WHEREAS, the Idaho Transportation Department, hereafter called the **STATE**, has submitted an Agreement stating obligations of the **STATE** and the **CITY OF LEWISTON**, hereafter called the **CITY**, for construction of Bryden Canyon Rd Safety Imprv; and

WHEREAS, the **STATE** is responsible for obtaining compliance with laws, standards and procedural policies in the development, construction and maintenance of improvements made to the Federal-aid Highway System when there is federal participation in the costs; and

WHEREAS, certain functions to be performed by the **STATE** involve the expenditure of funds as set forth in the Agreement; and

WHEREAS, The **STATE** can only pay for work associated with the State Highway system; and

WHEREAS, the **CITY** is fully responsible for its share of project costs; and

NOW, THEREFORE, BE IT RESOLVED:

1. That the Agreement for Federal Aid Highway Project A025(054) is hereby approved.
2. That the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the **CITY**.
3. That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

CERTIFICATION

I hereby certify that the above is a true copy of a Resolution passed at a *regular, duly* called special (X-out non-applicable term) meeting of the City Council, City of Lewiston, held on _____, _____.

(Seal)

City Clerk

ATTACHMENT 1

1050.20 Appendix A:

During the performance of work covered by this Agreement, the Consultant for themselves, their assignees and successors in interest agree as follows:

1. **Compliance With Regulations.** The Consultant shall comply with all regulations of the United States Department of Transportation relative to Civil Rights, with specific reference to Title 49 CFR Part 21, Title VI of the Civil Rights Act of 1964 as amended, and Title 23 CFR Part 230 as stated in the ITD EEO Special Provisions and Title 49 CFR Part 26 as stated in the appropriate ITD DBE Special Provisions.
<http://apps.itd.idaho.gov/apps/ocr/index.aspx>
2. **Nondiscrimination.** The Consultant, with regard to the work performed by them during the term of this Agreement, shall not in any way discriminate against any employee or applicant for employment; subcontractor or solicitations for subcontract including procurement of materials and equipment; or any other individual or firm providing or proposing services based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.
3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations, either by bidding or negotiation, made by the Consultant for work or services performed under subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be made aware by the Consultant of the obligations of this Agreement and to the Civil Rights requirements based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.
4. **Information and Reports.** The Consultant shall provide all information and reports required by regulations and/or directives and sources of information, and their facilities as may be determined by the State or the appropriate Federal Agency. The Consultant will be required to retain all records for a period of three (3) years after the final payment is made under the Agreement.
5. **Sanctions for Noncompliance.** In the event the Consultant or a Subconsultant is in noncompliance with the EEO Special Provisions, the State shall impose such sanctions as it or the appropriate Federal Agency may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the Consultant until they have achieved compliance;
 - Suspension of the agreement, in whole or in part, until the Consultant or Subconsultant is found to be in compliance, with no progress payment being made during this time and no time extension made;
 - Cancellation, termination or suspension of the Agreement, in whole or in part;
 - Assess against the Consultant's final payment on this Agreement or any progress payments on current or future Idaho Federal-aid Projects an administrative remedy by reducing the final payment or future progress payments in an amount equal to 10% of this agreement or \$7,700, whichever is less.
6. **Incorporation of Provisions.** The Consultant will include the provisions of paragraphs 1 through 5 above in every subcontract of \$10,000 or more, to include procurement of materials and leases of equipment unless exempt by the Acts, the Regulations, and directives pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the State or the appropriate Federal Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into any litigation to protect the interest of the State. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

1050.20 Appendix E

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with all non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

Implementation Procedures

This agreement shall serve as the Sponsor's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this agreement, "Federal Assistance" shall include:

1. grants and loans of Federal funds,
2. the grant or donation of Federal property and interest in property,
3. the detail of Federal personnel,
4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the Sponsor, or in recognition of the public interest to be served by such sale or lease to the Sponsor, and
5. any Federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

The Sponsor shall:

1. Issue a policy statement, signed by the Sponsor's authorized representative, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Sponsor's organization and to the general public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by ITD or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this agreement. The Sponsor's authorized representative shall be held responsible for implementing Title VI requirements.

3. Designate a Title VI Coordinator who has a responsible position in the organization and easy access to the Sponsor's authorized representative. The Title VI Coordinator shall be responsible for initiating and monitoring Title VI activities and preparing required reports.
4. Adequately implement the civil rights requirements.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, national origin, sex, or disability; the nature of the complaint; the date the complaint was filed; the date the investigation was completed; the disposition; the date of the disposition; and other pertinent information. A copy of the complaint, together with a copy of the Sponsor's report of investigation, will be forwarded to ITD's EEO Office – External Programs within 10 days of the date the complaint was received by the Sponsor.
6. Collect statistical data (race and sex) of participants in, and beneficiaries of the Transportation programs and activities conducted by the Sponsor.
7. Conduct Title VI reviews of the Sponsor and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.
8. Attend training programs on Title VI and related statutes conducted by ITD's EEO Office.
9. Participate in an annual review of the Sponsor's Title VI Program, the purpose of which is to determine to what extent the Sponsor has complied with Title VI requirements including the ADA. This review is conducted one year from the date of approval of the Non-Discrimination Agreement and then annually on the same date. The format for the Title VI review will be provided each year to the Sponsor for completion. A determination of compliance will be made by ITD's EEO Office based on the information supplied in the review. This review of the Sponsor's Title VI Program may also include an on-site review in order to determine compliance.

Discrimination Complaint Procedure

Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the Sponsor. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the Sponsor's Title VI Coordinator for review and action.

In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:

- a) The date of alleged act of discrimination; or
- b) Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the Sponsor or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the Sponsor, the person shall be interviewed by the Title VI Coordinator. If necessary, the Title VI Coordinator will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the Sponsor's investigative procedures.

Within 10 days, the Title VI Coordinator will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as ITD and USDOT.

The Sponsor will advise ITD within 10 days of receipt of the allegations. Generally, the following information will be

included in every notification to ITD:

- a) Name, address, and phone number of the complainant.
- b) Name(s) and address(es) of alleged discriminating official(s).
- c) Basis of complaint (i.e., race, color, national origin or sex)
- d) Date of alleged discriminatory act(s).
- e) Date of complaint received by the Sponsor.
- f) A statement of the complaint.
- g) Other agencies (state, local or Federal) where the complaint has been filed.
- h) An explanation of the actions the Sponsor has taken or proposed to resolve the issue raised in the complaint.

Within 60 days, the Title VI Coordinator will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the Sponsor's authorized representative. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.

Within 90 days of receipt of the complaint, the Sponsor's authorized representative will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with ITD, or USDOT, if they are dissatisfied with the final decision rendered by the Sponsor. The Title VI Coordinator will also provide ITD with a copy of this decision and summary of findings upon completion of the investigation.

Contacts for the different Title VI administrative jurisdictions are as follows:

Idaho Transportation Department
Equal Employment Opportunity Office – External Programs
EEO Manager
PO Box 7129
Boise, ID 83707-1129
208-334-8884

Federal Highway Administration
Idaho Division Office
3050 Lakeharbor Lane, Suite 126
Boise, ID 83703
208-334-9180

Sanctions

In the event the Sponsor fails or refuses to comply with the terms of this agreement, the ITD may take any or all of the following actions:

1. Cancel, terminate, or suspend this agreement in whole or in part;
2. Refrain from extending any further assistance to the Sponsor under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Sponsor.
3. Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the Sponsor;
4. Refer the case to the Department of Justice for appropriate legal proceedings.

Distribution: EEO Office
Revised: 03-09, 08-10, 08-17