



**Lewiston City Council
REGULAR MEETING AGENDA
March 9, 2026 - 6:00 PM
Lewiston City Library – Second Floor Event Space – 411 D Street
Lewiston, Idaho 83501**

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

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. CITIZENS COMMENTS

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

IV. PRESENTATIONS

- A. ARBOR DAY PROCLAMATION:** Proclaiming April 22, 2026 as "Arbor Day" in the City of Lewiston (Mayor Dan Johnson)
- B. 2025 HOMELESS STATS:** Presentation by Michelle King, President of the LC Valley Youth Resource Center regarding U.S. Department of Housing and Urban Development's 2025 homelessness statistics, as requested by Councilor Forsmann at the February 9, 2026 City Council meeting (Councilor Kasee Forsmann)
- C. FINANCIAL REPORT:** Financial report for the period ending January 31, 2026, in accordance with Idaho Code 50-208 - No oral report (City Treasurer/Finance Director Aimee Gordon)

V. CONSENT AGENDA

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

- A. CITY COUNCIL MINUTES:** Considering approval of the minutes of the following meetings: 2/23/2026 Special; and 2/23/2026 Regular - Action Item
- B. ADVISORY BOARD AND COMMISSION MINUTES:** Accepting the minutes of the January 21, 2026 Library Board of Trustees meeting - Action Item
- C. VANTOSKY ADDITION ADMINISTRATIVE PLAT:** Considering approval of the Vantosky

Addition administrative plat and associated Reasoned Statement of Relevant Criteria and Standards, which is a two lot subdivision of 4.69 acres of land, located east of 21st Street and between Hemlock Avenue on the north and undeveloped Richardson Avenue on the south - Action Item

VI. ACTIVE AGENDA

- A. ADVISORY BOARD AND COMMISSION APPOINTMENTS:** - Action Item
- 1. URBAN RENEWAL AGENCY:** Considering appointing Linnea Noreen to a four (4) year term - Action Item
- B. RESOLUTION 2026-04:** Considering approving the Service Agreement for Trust, Health Plan, and Benefit Administration services provided by the City of Lewiston to the City of Lewiston Employee Benefit Plan Trust - Action Item (Human Resources Director Nikki Province)
- C. RESOLUTION 2026-10:** Considering approving the Administrative Services Agreement for the Governmental 401(a) Plan of the City of Lewiston, Idaho from Nationwide Retirement Solutions, Inc., and authorizing the Mayor and Human Resources Director to sign the Agreement and Plan documents - Action Item (Human Resources Director Nikki Province)
- D. ASSIGNED BUILDING FUND REQUEST:** Considering approving a request to use \$104,430 from the Assigned Building Fund to complete projects at Bert Lipps Pool - Action Item (Parks and Recreation Director Justin Glenn)
- E. BID AWARD FOR IFB-26-009:** Considering awarding the IFB-26-009 Transfer Station Access & Wild Dove cul-de-sac (TS004/005) Project to M.L. Albright & Sons, Inc., in the amount of \$231,526.40, and authorizing the Mayor to sign the contract - Action Item (Public Works Director Dustin Johnson)
- F. RESOLUTION 2026-09:** Considering accepting and approving an amended easement for pipeline right-of-way located on the Lower Granite Lock and Dam Nez Perce County, Idaho from the U.S. Army Corps of Engineers, as Grantor, to the City of Lewiston, as Grantee, associated with the Snake River Avenue Sewer Line Replacement project - Action Item (Public Works Director Dustin Johnson)
- G. TASK ORDER NO. 2026-1 STANTEC CONSULTING SERVICES, INC.:** Considering approving Task Order No. 2026-1 with Stantec Consulting Services, Inc. for the WR086 WTP Alkalinity Addition in the amount of \$221,476, and authorizing the Mayor to sign the task order - Action Item (Public Works Director Dustin Johnson)
- H. RESOLUTION 2026-05:** Considering adopting the City of Lewiston 2026 Transportation Capital Improvement Plan - Action Item (Public Works Director Dustin Johnson)
- I. LOCAL PROFESSIONAL SERVICES AGREEMENT FOR PROJECT # A013(443):** Considering approving the Local Professional Services Agreement with J-U-B Engineers, Inc. for Project No. A013(443) Snake River Ave: Southway BR to 11th Ave, Lewiston Nez Perce County, Key No. 13443 for the not-to-exceed amount of \$580,775.00 and authorizing the Mayor to sign the agreement - Action Item (Public Works Director Dustin Johnson)

J. ORDINANCES

1. SECOND READING

- a. ORDINANCE 4956:** Considering amending the Franchise Agreement for Collection, Hauling, and Tipping of Residential and Commercial Solid Waste, Yard Waste, and Recyclable Materials with Sanitary Disposal, Inc., doing business as Sunshine Disposal and Recycling, approved through Lewiston City Ordinance No. 4823 on November 1, 2021, and authorizing the Mayor and City Clerk to sign said Amendment to the Franchise Agreement - Action Item (Public Works Director Dustin Johnson)

VII. ITEMS MOVED FROM THE CONSENT AGENDA - Action Item

VIII. UNFINISHED AND NEW BUSINESS

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

IX. ADJOURNMENT - Action Item

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

Proclamation

City of Lewiston, Idaho

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

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

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

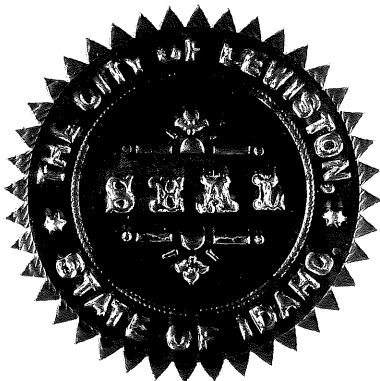
WHEREAS, trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife; and

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

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

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

NOW THEREFORE, I, Dan Johnson, Mayor of the City of Lewiston, proclaim April 22, 2026 as "**ARBOR DAY**" in the City of Lewiston, Idaho and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands. Further, I encourage all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.



IN WITNESS WHEREOF, I HAVE
HEREUNTO SET MY HAND AND SEAL
OF THE CITY OF LEWISTON, IDAHO,
TO BE AFFIXED HERETO THIS 9TH DAY
OF MARCH 2026.

DANIEL G. JOHNSON, MAYOR
LEWISTON, IDAHO

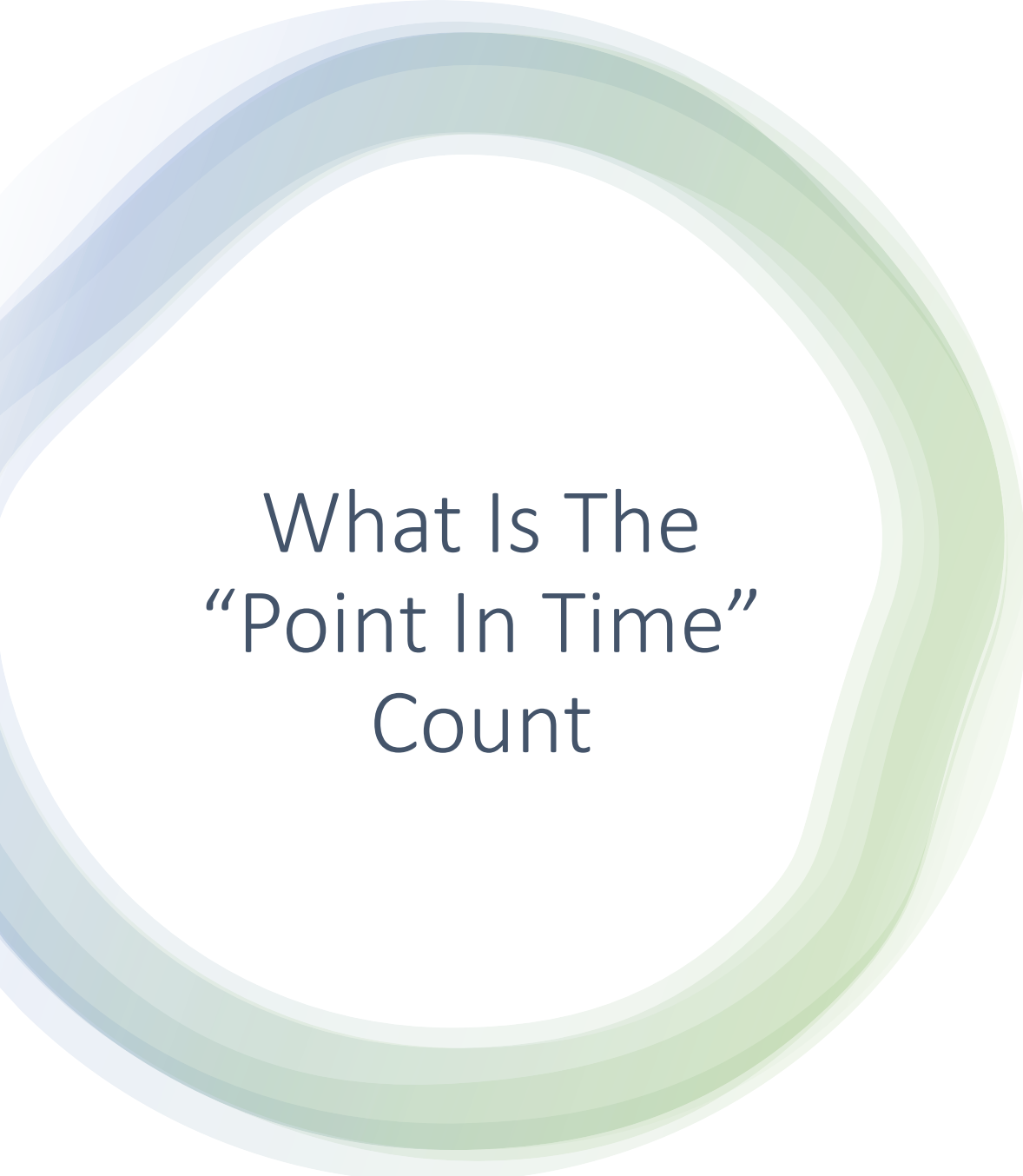
March 9, 2026
2025 Point In Time Count
Results for Lewiston City Council



Michelle King

- Occupation: WideOrbit LLC Sales Renewal Specialist
- LC Valley Youth Resource Center Volunteer President/Co-Founder/CEO
- CHAS Health Volunteer Board President
- Idaho Region 2 Point In Time Count Liaison
- Idaho Region 2 Homeless Coalition Volunteer
- Idaho Region 2 Child Protection Citizen Review Panel Chair
- Idaho Region 2 Behavioral Health Board Housing Committee Member
- Idaho Safe Teen Assessment Center (iSTAC) Committee Member





What Is The “Point In Time” Count

The Point-in-Time (PIT) count is a count of sheltered and unsheltered people experiencing homelessness on a single night in January. HUD requires that CoCs conduct an annual count of people experiencing homelessness who are sheltered in emergency shelter, transitional housing, and Safe Havens on a single night.

PIT count is only a “snapshot” count of people experiencing homelessness.



Idaho Surveys Digital Since 2024

- Provides the ability to capture additional details including exact location where survey was taken
- Allows data to be analyzed in greater detail

Where did survey take place in Lewiston on January 29, 2025?



Lewiston
Library



Lewiston
Community
Center



Community
Action
Agency



Salvation
Army



Community
Meal Sites



Street
Outreach
Teams

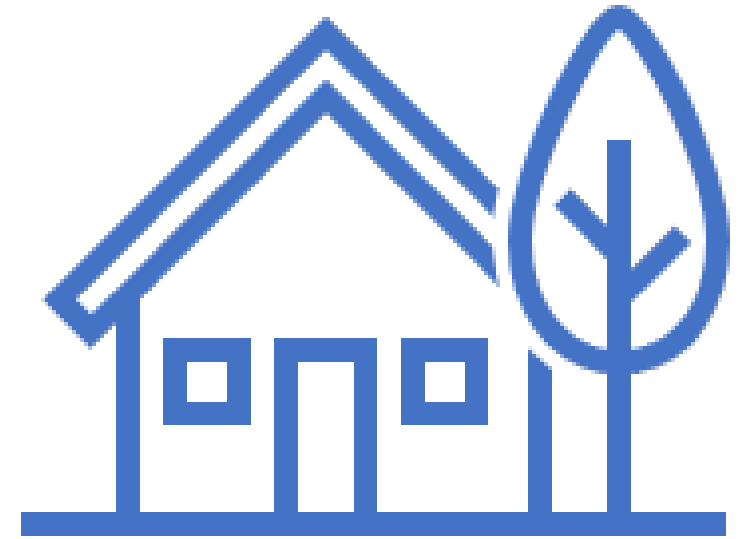
**PIT surveys must be done
face-to-face or over the phone.
Each survey included
personal contact
with a trained volunteer.**

Point in Time Count

Unsheltered Homeless

Definition

- Living in a place not designed or ordinarily used as a regular sleeping accommodation for humans. Specifically:
 - Cars
 - Parks
 - Abandoned buildings
 - Bus or train stations
 - Airports
 - Campgrounds
 - *Other similar places not meant for habitation*





2025 PIT Data
Unsheltered Persons

Region 2	Lewiston
183	101



2025 PIT Data

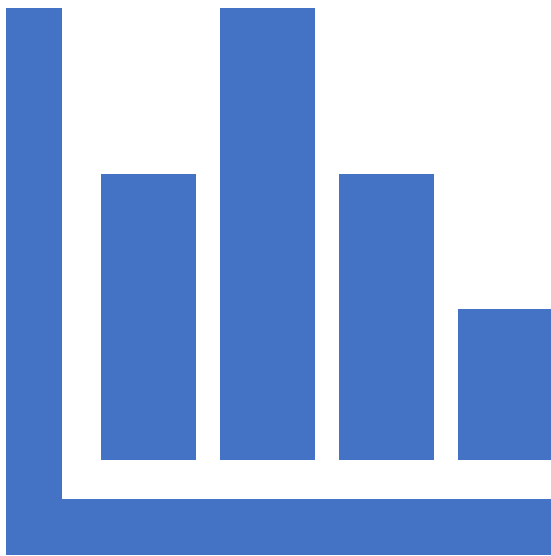
Unsheltered Persons

Location	Region 2	Lewiston
Vehicle	94	42
Outside	49	33
Non-housing: abandoned building, farm outbuilding, substandard housing without heat or potable water, shed, garage, temporary tent	40	8

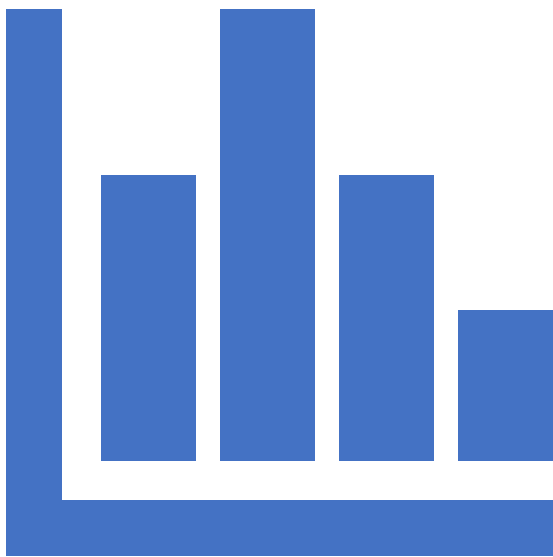
Specific question...

Where did you stay the night of Wednesday, January 29, 2025?

2025 PIT Data Unsheltered Persons



Ages	Region 2	Lewiston
Under 18	28	12
18-24	11	6
25-34	19	9
35-44	36	22
45-54	37	29
55-64	36	20
Over 64	15	3



2025 PIT Data Unsheltered Persons

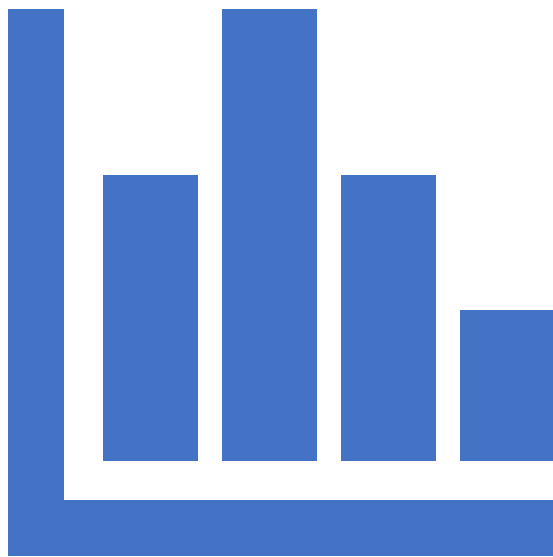
	Region 2	Lewiston
Single Adult	107	69
Parent(s) with child(ren)	44	5
Unaccompanied Youth	2	2
Parenting Youth	3	1



2025 PIT Data
Unsheltered Persons

	Region 2	Lewiston
Man	105	63
Woman	73	37

2025 PIT Data Unsheltered Persons



	Region 2	Lewiston
White	94	84
American Indian or Indigenous/ Alaskan Native	79	9
Native Hawaiian	2	2
Black, African American or African	2	2
Multi Racial & Non-Hispanic	1	0



2025 PIT Data
Unsheltered **Veterans**

Region 2	Lewiston
26	17



2025 PIT Data

Fleeing Domestic Violence

Region 2	Lewiston
23	13
Specific question... Are you currently experiencing homelessness due to domestic or dating violence, sexual assault or stalking? Answer: Yes	

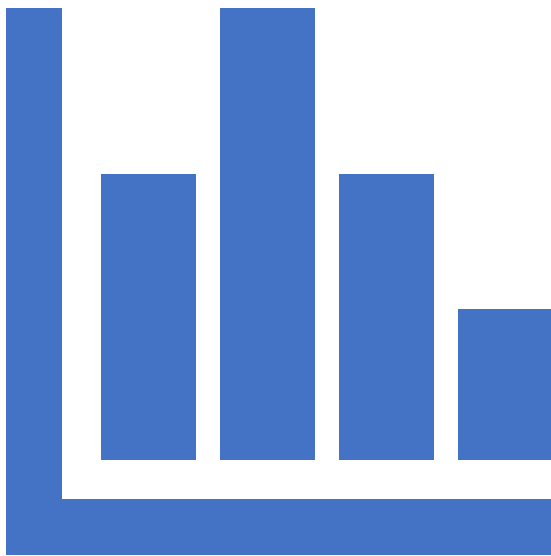


2025 PIT Data Disability

Region 2	Lewiston
105	61
Specific question... Do you have a disability which would be helped by stable housing? Answer: Yes	

2025 PIT Data

Unsheltered Persons



	Lewiston
Serious Mental Illness	40
Substance Abuse Disorder	16
Specific question... If yes to disability, is the disability one of the following:	

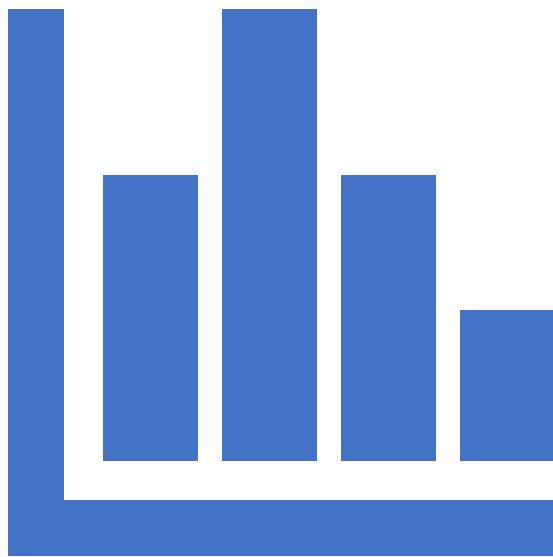


2025 PIT Data Unsheltered Persons

Last Address	Lewiston
Lewiston	46
Washington	18
Minnesota	4
Moscow	3
Deary	2
Texas	2
California	1
Challis	1
Coeur d'Alene	1
Florida	1
Idaho Falls	1
Weippe	1
Whitebird	1

Specific question...

Where were you living when you became homeless?



2025 PIT Data
Unsheltered Persons

Causes	Lewiston
Financial Situation	40
Unable to Find Affordable Housing	33
Home/Family Situation	29
Disability	26
Unemployment	25
Health/Medical Condition	15
Evicted or asked to leave	12
Criminal History	12
Unable to wash clothes & no phone	1
Specific question... What situations have caused you to become homeless?	



Message to Leaders from Participants...

“We need a shelter. It’s cold.”

“Please get more housing.”

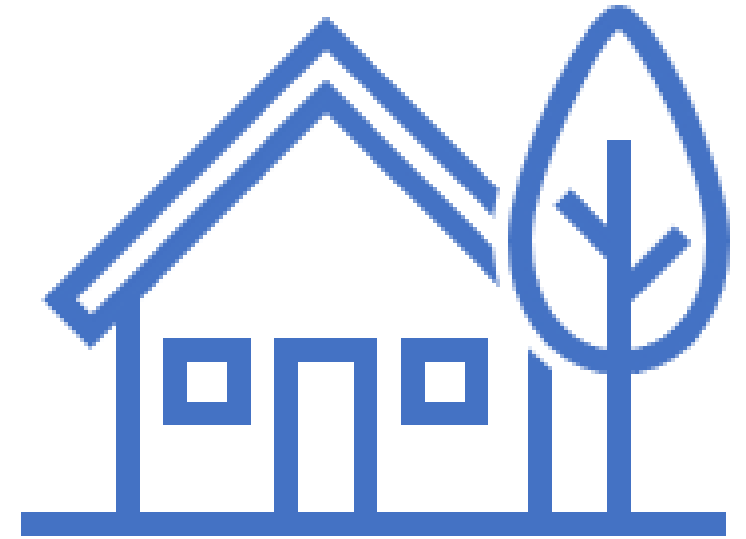
“Adults need resources too.”

“You need more help. Too many homeless. Do more for your state.”

Additional Local Data

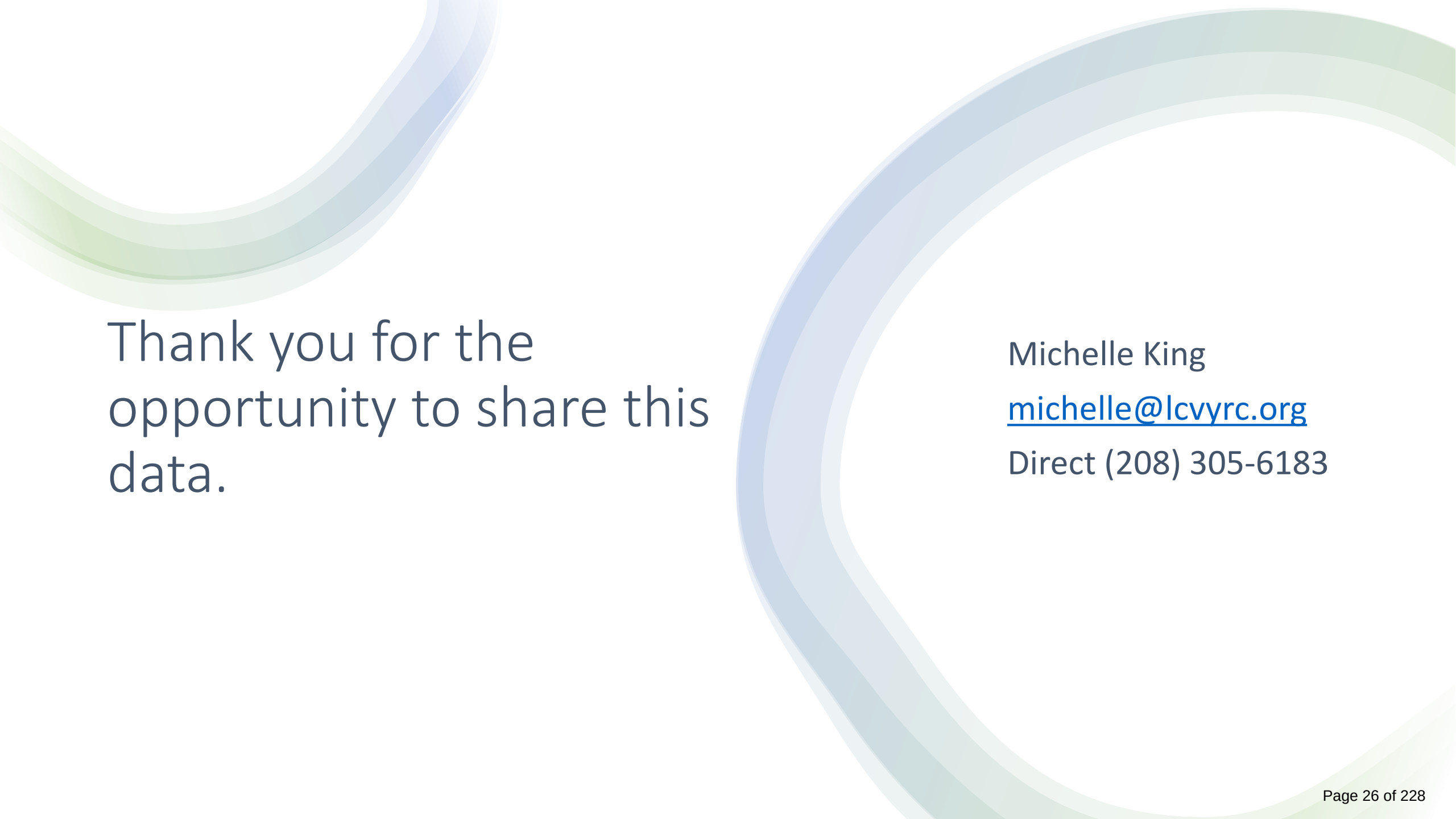
2/26/26
Lewiston School District has
146 students
identified as homeless
(McKinney Vento definition)

12/15/25
We read more than
20 names of
local people who
died while homeless
in the LC Valley in 2025.



Questions?





Thank you for the
opportunity to share this
data.

Michelle King

michelle@lcvyrc.org

Direct (208) 305-6183

2025 PIT COUNT

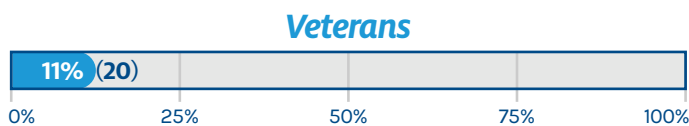
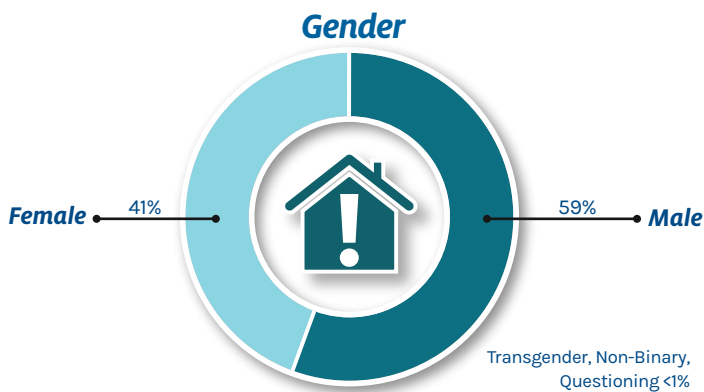
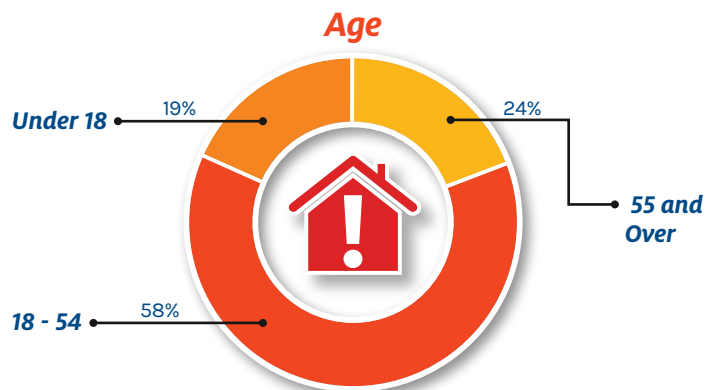
POINT-IN-TIME HOMELESSNESS COUNT

REGION 2

216

The Point-in-Time (PIT) count takes a snapshot of the number of those experiencing homelessness in sheltered and unsheltered environments. This annual count occurs on one night in January and can fluctuate from year to year based on several factors, including count locations, weather, and the number of volunteers surveying. Data gathered from the PIT count is best used to identify trends over time.

Characteristics of Homelessness



Household Types



LIVING SITUATION

33

Sheltered

13
Transitional Housing

20
Emergency Shelter

183

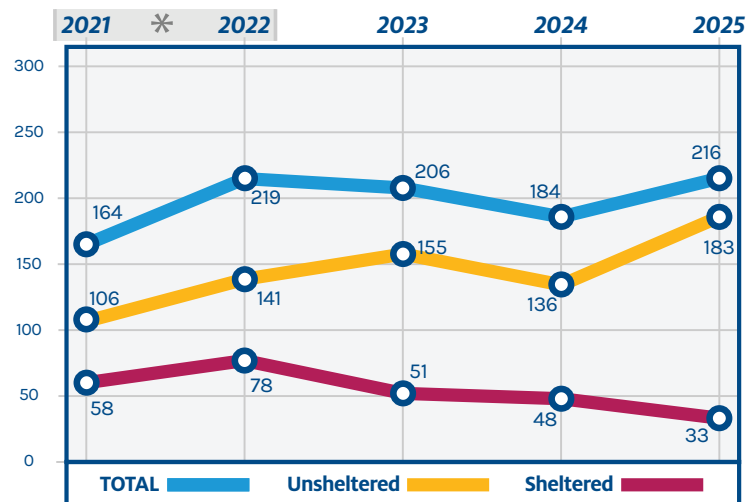
Unsheltered

94
Vehicles

40
Non-Housing

49
Outside

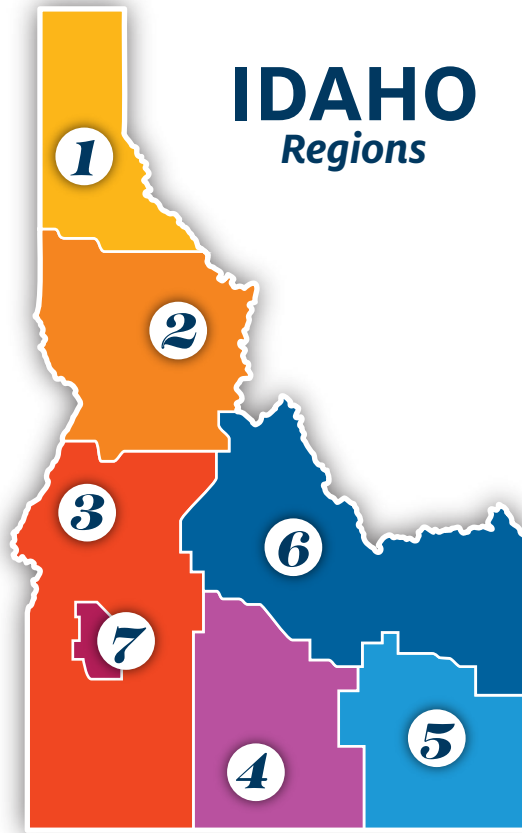
5-Year Trend



* Due to the Covid-19 pandemic there are parts of the state where the count was not performed or was limited in scope.

Idaho's 21st annual Point-in-Time (PIT) count was conducted the night of January 29, 2025. The PIT counts for regions 1-6 (all counties except Ada) were conducted by Balance of State Continuum of Care (CoC) and coordinated by Idaho Housing and Finance Association (IHFA). The PIT count for region 7 was conducted by Boise City/Ada County CoC, Our Path Home, and coordinated by the City of Boise. HUD's definition of homelessness for the PIT count does not include persons who may be staying with friends or relatives, in a hotel/motel, in a treatment facility, in jail or permanent housing projects for formerly homeless persons. To learn more about how PIT information is collected, visit idahohousing.com/hmis/.

TOTAL HOMELESS BY REGION



POINT-IN-TIME COUNT

- ▶ While the Point-in-Time count represents a one-day snapshot of homelessness in the state and its regions, it is not indicative of the true number of homeless persons and families in the state over a given year.
- ▶ There is variation in count methodology year-to-year within communities. Unsheltered counts have more limitations than sheltered counts.
- ▶ Despite these limitations, the annual Point-in-Time count is a snapshot of those experiencing homelessness in the state and is used to identify trends over time.

REGION	COUNTY	UNSHELTERED	SHELTERED	TOTAL
1	Kootenai, Bonner, Boundary, Shoshone, Benewah	145	101	246
2	Latah, Clearwater, Nez Perce, Lewis, Idaho	183	33	216
3	Adams, Washington, Payette, Canyon, Elmore, Gem, Owyhee, Valley, Boise	773	84	857
4	Camas, Blaine, Gooding, Lincoln, Jerome, Twin Falls, Cassia, Minidoka	33	335	368
5	Bingham, Power, Oneida, Bannock, Caribou, Bear Lake, Franklin	68	54	122
6	Lemhi, Custer, Butte, Clark, Fremont, Madison, Teton, Bonneville, Jefferson	20	96	116
7	Ada	126	646	772
TOTAL		1,348	1,349	2,697

Idaho's 21st annual Point-in-Time (PIT) count was conducted the night of January 29, 2025. The PIT counts for regions 1-6 were conducted by Balance of State Continuum of Care (CoC) and coordinated by Idaho Housing and Finance Association (IHFA). The PIT count for region 7 was conducted and coordinated by Boise City Ada County CoC.

Balance of State Point-in-Time Count Unsheltered Survey -- 2025

Agency/Interviewer _____ Date Survey Completed _____
Location _____ City _____ Region: ☐1 ☐2 ☐3 ☐4 ☐5 ☐6

Please complete only one survey form per homeless person/household. Before each interview read the following statement:

Participation in this survey is strictly voluntary. You are free to refuse to answer any question that you are asked, and you may stop participating at any time. Participation in this survey will in no way affect your eligibility for any social services. Your answers are completely confidential and will only be used to better understand the factors that contribute to homelessness. Are you willing to participate?

1. Have you previously taken part in the housing survey this week? ☐ No ☐ Yes (If Yes, End Interview Thank you for your time)

2. Where did you stay the night of Wednesday, January 29, 2025? (Please Choose only one place)

Unsheltered Situations

- ☐ Outside – street, parks, alley, stairwells, rest area, bridge, campgrounds or encampments, cave or other similar place
☐ Inside non-housing – abandoned building, farm outbuilding, substandard housing without heat or potable water, shed, garage, all-night establishments (movies, laundromats, bus station), temporary tent or warming center or other similar place
☐ Vehicle – car, truck, railroad car, RV/camper (no services) or other similar place
☐ Other – please specify _____

Sheltered Situations—If one of these, STOP SURVEY

- ☐ Emergency Shelter (including hotel or motel paid with emergency shelter funds)
☐ Transitional Housing for homeless
☐ Permanent Supportive Housing or Rapid Rehousing
☐ Hospital/Medical facility – psychiatric/ non-psychiatric
☐ Substance use treatment facility or detox center
☐ Jail, prison or juvenile detention facility
☐ Room, apartment, trailer or house you own or rent
☐ Staying in a room, apt, or house owned/rented by family/friend
☐ Hotel or Motel paid for without emergency shelter voucher

3. First letter of first name _____ First three letters of last name _____ Date of Birth _____

4. What is your Age?

- ☐ Under 18 ☐ 18 – 24 ☐ 25 – 34 ☐ 35 - 44 ☐ 45 - 54 ☐ 55 – 64 ☐ 65 or older

5. Which of these groups best describes your racial background? —Select all that apply

- ☐ White ☐ American Indian, Alaska Native, or Indigenous ☐ Asian or Asian American ☐ Black, African American, or African
☐ Hispanic/Latina/e/o ☐ Middle Eastern or North African ☐ Native Hawaiian or Pacific Islander ☐ Prefer not to disclose

6. What is your Gender? – Select all that apply

- ☐ Woman (Girl if child) ☐ Man (Boy, if child) ☐ Culturally Specific Identity ☐ Transgender ☐ Non-Binary ☐ Questioning
☐ Different Identity

7. Have you served on active duty in the U.S. Armed Forces or ever called into active duty as a member of the National Guard or as a Reservist?

- ☐ Yes ☐ No ☐ Don't Know ☐ Prefer not to disclose

8. Including yourself, how many people were staying with you on the night of Wednesday, January 29th:

- ☐ Only myself ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐ 9 ☐ 10+

9. If you are homeless now (staying on the streets, in a place not meant for human habitation or in an emergency shelter), how long has this current homeless situation lasted?

- ☐ One day to one month ☐ One to three months ☐ Three to six months ☐ Six to Twelve months ☐ One year or longer

10. Including this time, how many times have you stayed on the streets or in an Emergency Shelter in the last three years (since January 2022)

- ☐ One time ☐ 2–3 times ☐ 4 or more times

10-b. If 4 or more, do these times total 12 months or more?

- ☐ Yes ☐ No

11. If you are homeless now, where were you living when you became homeless?

- ☐ Where you are today ☐ Elsewhere in Idaho _____ ☐ Other US state _____ ☐ non-US location

12. Are you currently experiencing homelessness due to domestic or dating violence, sexual assault or stalking?

- ☐ Yes ☐ No ☐ Prefer not to disclose

13. Do you have a disability which would be helped by stable housing:

- ☐ Yes ☐ No ☐ Prefer not to disclose

13- b. Only for adults 18 or older: If yes to disability, is the disability one of the following:

- ☐ Substance Use ☐ Serious Mental Illness ☐ HIV /AIDS

18. What situations have caused you to become homeless? (Check all that apply)

- ☐ Financial Situation ☐ Unemployment ☐ Home/Family Situation ☐ Unable to find affordable housing
☐ Criminal history ☐ Disability Related ☐ Evicted/loss of lease ☐ Health Medical Condition

19. What circumstances are preventing you from becoming or staying housed? (Check all that apply)

- ☐ Financial Situation ☐ Unemployment ☐ Home/Family Situation ☐ Unable to find affordable housing
☐ Criminal history ☐ Disability Related ☐ Evicted/ loss of lease ☐ Health Medical Condition

Additional Household Member Information

*Record information only for household members who were with you on the night of Wednesday January 29th
Enter the first letter of the first name and first three letters of the last name. For all adults and children please enter Relationship, Gender, Age, Race and Ethnicity. For all adults, please collect the additional demographic information under the Adults Only section.
If there are more than 5 family members, please note information of the additional family members below in the Comments section.*

<u>Member 2</u>	<u>Member 3</u>	<u>Member 4</u>	<u>Member 5</u>
Initials _____ Relationship ☐ Spouse/Significant Other ☐ Child ☐ Other Related Member ☐ Other non-related Member	Initials _____ Relationship ☐ Spouse/Significant Other ☐ Child ☐ Other Related Member ☐ Other non-related Member	Initials _____ Relationship ☐ Spouse/Significant Other ☐ Child ☐ Other Related Member ☐ Other non-related Member	Initials _____ Relationship ☐ Spouse/Significant Other ☐ Child ☐ Other Related Member ☐ Other non-related Member
Gender ☐ Male (Boy if Child) ☐ Women (Girl if Child) ☐ Transgender ☐ Non-Binary ☐ Questioning ☐ Culturally Specific Identity	Gender ☐ Male (Boy if Child) ☐ Women (Girl if Child) ☐ Transgender ☐ Non-Binary ☐ Questioning ☐ Culturally Specific Identity	Gender ☐ Male (Boy if Child) ☐ Women (Girl if Child) ☐ Transgender ☐ Non-Binary ☐ Questioning ☐ Culturally Specific Identity	Gender ☐ Male (Boy if Child) ☐ Women (Girl if Child) ☐ Transgender ☐ Non-Binary ☐ Questioning ☐ Culturally Specific Identity
Age _____ Race _____ Hispanic ethnicity? ☐ Yes ☐ No	Age _____ Race _____ Hispanic ethnicity? ☐ Yes ☐ No	Age _____ Race _____ Hispanic ethnicity? ☐ Yes ☐ No	Age _____ Race _____ Hispanic ethnicity? ☐ Yes ☐ No
<u>Adults Only</u> Have you served on active duty in the armed forces? ☐ Yes ☐ No Homeless due to domestic violence or sexual assault? ☐ Yes ☐ No Do they have one of these Disabilities? ☐ Substance Use Disorder ☐ Serious Mental Illness ☐ HIV/AIDS	<u>Adults Only</u> Have you served on active duty in the armed forces? ☐ Yes ☐ No Homeless due to domestic violence or sexual assault? ☐ Yes ☐ No Do they have one of these Disabilities? ☐ Substance Use Disorder ☐ Serious Mental Illness ☐ HIV/AIDS	<u>Adults Only</u> Have you served on active duty in the armed forces? ☐ Yes ☐ No Homeless due to domestic violence or sexual assault? ☐ Yes ☐ No Do they have one of these Disabilities? ☐ Substance Use Disorder ☐ Serious Mental Illness ☐ HIV/AIDS	<u>Adults Only</u> Have you served on active duty in the armed forces? ☐ Yes ☐ No Homeless due to domestic violence or sexual assault? ☐ Yes ☐ No Do they have one of these Disabilities? ☐ Substance Use Disorder ☐ Serious Mental Illness ☐ HIV/AIDS

End of Survey (Distribute incentive)

Comments:

CITY OF LEWISTON TREASURY REPORT - 01/31/26

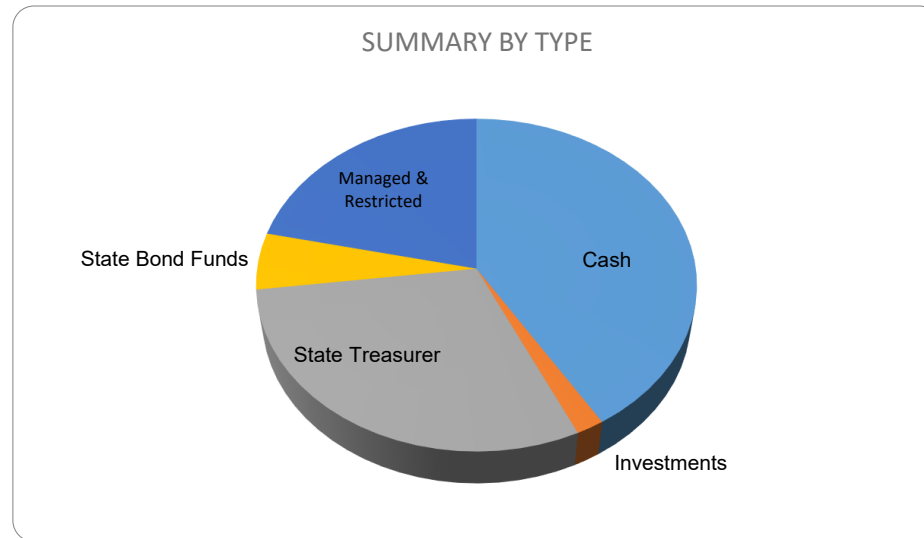
FUND	BANK	CASH IN BANK	MM & CD INVESTMENTS	STATE TREASURER'S POOL	DIVERSIFIED BOND FUNDS	OTHER	TOTAL
GENERAL	WELLS FARGO	\$ 9,032,863	\$ -	\$ -	\$ -	\$ 615,425	\$ 9,648,289
	LCCU	-	-	-	-	5	5
	P1FCU	-	251,450	-	-	41	251,491
	ICCU	-	-	-	-	25	25
	FNWCU	-	250,000	-	-	5	250,005
	STATE TREASURER	-	-	4,091,937	3,665,430	-	7,757,368
	COLUMBIA	-	-	-	-	293,879	293,879
	ZIONS	-	275,450	-	-	147,820	423,270
	STCU	-	264,202	-	-	-	264,202
GENERAL FUND TOTAL		\$ 9,032,863	\$ 1,041,102	\$ 4,091,937	\$ 3,665,430	\$ 1,057,202	\$ 18,888,535
CAPITAL	WELLS FARGO	6,212,663	-	-	-	-	6,212,663
	STATE TREASURER	-	-	5,367,644	-	-	5,367,644
CAPITAL FUND TOTAL		\$ 6,212,663	\$ -	\$ 5,367,644	\$ -	\$ -	\$ 11,580,308
WORKER'S COMP	WELLS FARGO	16,866	-	-	-	-	16,866
	GLACIER	-	-	-	-	286,741	286,741
	STATE TREASURER	-	-	382	1,750,573	-	1,750,955
WORKER'S COMP FUND TOTAL		\$ 16,866	\$ -	\$ 382	\$ 1,750,573	\$ 286,741	\$ 2,054,563
WATER	WELLS FARGO	8,057,438	-	-	-	829,766	8,887,204
	BANNER BANK	-	-	-	-	306,671	306,671
	STATE TREASURER	-	-	2,884,409	667	855,920	3,740,996
WATER FUND TOTAL		\$ 8,057,438	\$ -	\$ 2,884,409	\$ 667	\$ 1,992,357	\$ 12,934,871
WASTEWATER	WELLS FARGO	8,975,020	-	-	-	1,070,654	10,045,675
	BANNER BANK	-	-	-	-	1,687,055	1,687,055
	P1FCU	-	-	-	-	-	-
	ICCU	-	261,175	-	-	-	261,175
	STATE TREASURER	-	-	13,958,428	750,340	2,171,635	16,880,403
WASTEWATER FUND TOTAL		\$ 8,975,020	\$ 261,175	\$ 13,958,428	\$ 750,340	\$ 4,929,344	\$ 28,874,307
SANITATION	WELLS FARGO	3,552,475	-	-	-	-	3,552,475
	LCCU	-	271,306	-	-	-	271,306
	P1FCU	-	251,579	-	-	-	251,579
	STATE TREASURER	-	-	2,790,413	-	-	2,790,413
SANITATION FUND TOTAL		\$ 3,552,475	\$ 522,885	\$ 2,790,413	\$ -	\$ -	\$ 6,865,773
STORMWATER	WELLS FARGO	1,932,697	-	1,400,000	-	-	3,332,697
STORMWATER FUND TOTAL		\$ 1,932,697	\$ -	\$ 1,400,000	\$ -	\$ -	\$ 3,332,697

CITY OF LEWISTON TREASURY REPORT - 01/31/26

FUND	BANK	CASH IN BANK	MM & CD INVESTMENTS	STATE TREASURER'S POOL	DIVERSIFIED BOND FUNDS	OTHER	TOTAL
CEMETERY	WELLS FARGO	402,742	-	-	-	-	402,742
CEMETERY FUND TOTAL		\$ 402,742	\$ -	\$ -	\$ -	\$ -	\$ 402,742
ECONOMIC DEVELOPMENT	WELLS FARGO	1,361,548	-	-	-	-	1,361,548
	STATE TREASURER	-	-	2,022,122	-	-	2,022,122
ECONOMIC DEVELOPMENT FUND TOTAL		\$ 1,361,548	\$ -	\$ 2,022,122	\$ -	\$ -	\$ 3,383,670
TRANSPORTATION	WELLS FARGO	2,060,769	-	-	-	-	2,060,769
	ZIONS	-	275,128	-	-	-	275,128
	STATE TREASURER	-	-	226,337	-	-	226,337
TRANSPORTATION FUND TOTAL		\$ 2,060,769	\$ 275,128	\$ 226,337	\$ -	\$ -	\$ 2,562,234
LIBRARY	WELLS FARGO	944,298	-	-	-	-	944,298
	STATE TREASURER	-	-	10,986	-	-	10,986
LIBRARY FUND TOTAL		\$ 944,298	\$ -	\$ 10,986	\$ -	\$ -	\$ 955,284
FLEET	WELLS FARGO	2,711,386	-	-	-	-	2,711,386
	STATE TREASURER	-	-	585,728	-	-	585,728
FLEET FUND TOTAL		\$ 2,711,386	\$ -	\$ 585,728	\$ -	\$ -	\$ 3,297,113
IT	WELLS FARGO	311,991	-	-	-	-	311,991
	STATE TREASURER	-	-	234,217	-	-	234,217
IT FUND TOTAL		\$ 311,991	\$ -	\$ 234,217	\$ -	\$ -	\$ 546,208
POLICE RETIREMENT	US BANK	-	-	-	-	14,643,400	14,643,400
POLICE RETIREMENT FUND TOTAL		\$ -	\$ -	\$ -	\$ -	\$ 14,643,400	\$ 14,643,400
PUBLIC TRANSIT	WELLS FARGO	690,113	-	-	-	-	690,113
PUBLIC TRANSIT FUND TOTAL		\$ 690,113	\$ -	\$ -	\$ -	\$ -	\$ 690,113
PERPETUAL CARE	US BANK	-	-	-	-	1,235,524	1,235,524
PERPETUAL CARE FUND TOTAL		\$ -	\$ -	\$ -	\$ -	\$ 1,235,524	\$ 1,235,524
GRAND TOTALS		\$ 46,262,871	\$ 2,100,290	\$ 33,572,603	\$ 6,167,010	\$ 24,144,568	\$ 112,247,342

Other Includes: Fiduciary Funds, Equity Buy-in Funds, Funds Reserved for Debt Repayment, Unemployment Reserves and Funds Held in Trust

FUND	BANK	CASH IN BANK	MM & CD INVESTMENTS	STATE TREASURER'S POOL	DIVERSIFIED BOND FUNDS	OTHER	TOTAL
SUMMARY BY BANK	WELLS FARGO	\$ 46,262,871	\$ -	\$ -	\$ -	\$ 2,515,846	\$ 48,778,717
	BANNER BANK	-	-	-	-	1,993,726	1,993,726
	FNWCU	-	250,000	-	-	5	250,005
	ICCU	-	261,175	-	-	25	261,200
	LCCU	-	271,306	-	-	5	271,312
	P1FCU	-	503,029	-	-	41	503,070
	STCU	-	264,202	-	-	-	264,202
	MOUNTAIN WEST	-	-	-	-	286,741	286,741
	STATE TREASURER	-	-	33,572,603	6,167,010	3,027,555	42,767,169
	UMPQUA	-	-	-	-	293,879	293,879
	ZIONS	-	550,578	-	-	147,820	698,398
	US BANK	-	-	-	-	15,878,924	15,878,924
TOTALS		\$ 46,262,871	\$ 2,100,290	\$ 33,572,603	\$ 6,167,010	\$ 24,144,568	\$ 112,247,342



CITY OF LEWISTON
MONTHLY FINANCIAL REPORT
For the Four Months Ended January 31, 2026

	<u>MTD</u>	<u>YTD</u>	<u>BUDGET</u>	<u>% USED</u>	<u>MTD</u>	<u>YTD</u>	<u>BUDGET</u>	<u>% USED</u>
	<u>REVENUES</u>	<u>REVENUES</u>			<u>EXPENSES</u>	<u>EXPENSES</u>		
GENERAL FUND								
UNDEFINED								
Grants	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	
Intergovernmental	9,600	1,076,808	5,212,430	20.66%	-	-	-	
Licenses & Permits	406	1,633	6,700	24.37%	-	-	-	
Other	1,165	2,861	1,335,920	0.21%	-	-	-	
Property Tax	9,883,717	10,663,092	18,274,070	58.35%	-	-	-	
Service Charges	140,315	561,260	1,683,770	33.33%	-	-	-	
Interest	54,253	190,840	615,450	31.01%	-	-	-	
Total	\$ 10,089,456	\$ 12,496,494	\$ 27,128,340	46.06%	\$ -	\$ -	\$ -	
LEGISLATIVE								
Personnel Services	\$ -	\$ -	\$ -		\$ 15,097	\$ 57,250	\$ 178,770	32.02%
Supplies & Materials	-	-	-		37	182	1,100	16.52%
Services & Charges	-	-	-		13,085	265,501	623,110	42.61%
Capital	-	-	-		-	-	3,400	0.00%
Total	\$ -	\$ -	\$ -		\$ 28,220	\$ 322,933	\$ 806,380	40.05%
EXECUTIVE								
Personnel Services	\$ -	\$ -	\$ -		\$ 19,219	\$ 71,453	\$ 319,290	22.38%
Supplies & Materials	-	-	-		94	879	2,550	34.48%
Services & Charges	-	-	-		3,178	15,877	81,950	19.37%
Capital	-	-	-		-	-	2,500	0.00%
Total	\$ -	\$ -	\$ -		\$ 22,491	\$ 88,210	\$ 406,290	21.71%
HUMAN RESOURCES								
Personnel Services	\$ -	\$ -	\$ -		\$ 28,368	\$ 105,228	\$ 372,260	28.27%
Supplies & Materials	-	-	-		30	234	8,300	2.82%
Services & Charges	-	-	-		9,751	37,933	224,300	16.91%
Capital	-	-	-		-	-	1,600	0.00%
Total	\$ -	\$ -	\$ -		\$ 38,150	\$ 143,395	\$ 606,460	23.64%

	MTD	YTD			MTD	YTD		
	<u>REVENUES</u>	<u>REVENUES</u>	<u>BUDGET</u>	<u>% USED</u>	<u>EXPENSES</u>	<u>EXPENSES</u>	<u>BUDGET</u>	<u>% USED</u>
LEGAL								
Personnel Services	\$ -	\$ -	\$ -		\$ 20,991	\$ 76,254	\$ 505,990	15.07%
Supplies & Materials	-	-	-		28	120	3,440	3.49%
Services & Charges	-	-	-		5,906	126,750	308,900	41.03%
Capital	-	-	-		-	-	1,100	0.00%
Total	\$ -	\$ -	\$ -		\$ 26,925	\$ 203,124	\$ 819,430	24.79%
PARKS & FACILITIES								
Other	\$ -	\$ 610	\$ 6,000	10.16%	\$ -	\$ -	\$ -	
Service Charges	-	-	43,000	0.00%	-	-	-	
Personnel Services	-	-	-		121,356	446,312	1,860,570	23.99%
Supplies & Materials	-	-	-		7,009	40,680	258,870	15.71%
Services & Charges	-	-	-		104,230	426,220	1,368,540	31.14%
Capital	-	-	-		-	200	32,200	0.62%
Total	\$ -	\$ 610	\$ 49,000	1.24%	\$ 232,595	\$ 913,412	\$ 3,520,180	25.95%
POLICE								
Grants	\$ -	\$ -	\$ 13,500	0.00%	\$ -	\$ -	\$ -	
Other	915	19,435	59,500	32.66%	-	-	-	
Service Charges	115,595	115,935	259,700	44.64%	-	-	-	
Personnel Services	-	-	-		557,477	2,061,797	8,656,240	23.82%
Supplies & Materials	-	-	-		10,343	47,827	225,490	21.21%
Services & Charges	-	-	-		86,776	408,964	1,370,050	29.85%
Capital	-	-	-		2,070	30,453	136,670	22.28%
Total	\$ 116,510	\$ 135,371	\$ 332,700	40.69%	\$ 656,665	\$ 2,549,041	\$ 10,388,450	24.54%
FIRE								
Grants	\$ -	\$ -	\$ 68,000	0.00%	\$ -	\$ -	\$ -	
Intergovernmental	-	-	540,000	0.00%	-	-	-	
Licenses & Permits	1,234	6,292	26,000	24.20%	-	-	-	
Other	-	-	51,460	0.00%	-	-	-	
Service Charges	146,917	623,529	3,154,000	19.77%	-	-	-	
Personnel Services	-	-	-		665,562	2,427,503	8,999,890	26.97%
Supplies & Materials	-	-	-		20,179	155,008	350,200	44.26%
Services & Charges	-	-	-		127,638	543,929	1,545,610	35.19%
Capital	-	-	-		3,121	5,665	73,320	7.73%
Total	\$ 148,151	\$ 629,821	\$ 3,839,460	16.40%	\$ 816,500	\$ 3,132,105	\$ 10,969,020	28.55%

	MTD <u>REVENUES</u>	YTD <u>REVENUES</u>	<u>BUDGET</u>	<u>% USED</u>	MTD <u>EXPENSES</u>	YTD <u>EXPENSES</u>	<u>BUDGET</u>	<u>% USED</u>
COMMUNITY DEVELOPMENT								
Grants	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	
Licenses & Permits	141,494	627,988	1,363,500	46.06%	-	-	-	
Other	-	-	5,000	0.00%				
Service Charges	-	-	2,400	0.00%	-	-	-	
Personnel Services	-	-	-		110,766	410,486	1,553,460	26.42%
Supplies & Materials	-	-	-		1,426	4,572	39,080	11.70%
Services & Charges	-	-	-		14,435	88,503	289,540	30.57%
Capital	-	-	-		-	-	19,700	0.00%
Total	\$ 141,494	\$ 627,988	\$ 1,370,900	45.81%	\$ 126,626	\$ 503,561	\$ 1,901,780	26.48%
RECREATION								
Intergovernmental	\$ -	\$ -	\$ 7,000	0.00%	\$ -	\$ -	\$ -	
Other	275	9,751	26,100	37.36%	-	-	-	
Service Charges	36,067	101,256	330,500	30.64%	-	-	-	
Interest	-	-	-	-	-	-	-	
Personnel Services	-	-	-		32,468	120,944	462,280	26.16%
Supplies & Materials	-	-	-		6,951	33,581	159,000	21.12%
Services & Charges	-	-	-		4,440	25,033	104,930	23.86%
Capital	-	-	-		-	-	6,500	0.00%
Total	\$ 36,342	\$ 111,007	\$ 363,600	30.53%	\$ 43,860	\$ 179,559	\$ 732,710	24.51%
FINANCE								
Service Charges	\$ 18,105	\$ 72,410	\$ 240,000	30.17%	\$ -	\$ -	\$ -	
Personnel Services	-	-	-		90,592	341,684	1,254,900	27.23%
Supplies & Materials	-	-	-		514	17,654	80,800	21.85%
Services & Charges	-	-	-		50,079	111,871	335,530	33.34%
Capital	-	-	-		-	-	2,350	0.00%
Total	18,105	72,410	240,000	30.17%	141,185	471,208	1,673,580	28.16%
CONTINGENCY								
Services & Charges			\$ -		\$ -	\$ -	\$ 80,700	0.00%
Total	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ 80,700	0.00%
PROPERTY IMPROVEMENTS								
Other	\$ -	\$ -	\$ 5,300,000	0.00%	\$ -	\$ -	\$ -	
Capital					1,724	29,267	5,680,000	0.52%
Total	\$ -	\$ -	\$ 5,300,000	0.00%	\$ 1,724	\$ 29,267	\$ 5,680,000	0.52%

	<u>MTD</u>	<u>YTD</u>			<u>MTD</u>	<u>YTD</u>		
	<u>REVENUES</u>	<u>REVENUES</u>	<u>BUDGET</u>	<u>% USED</u>	<u>EXPENSES</u>	<u>EXPENSES</u>	<u>BUDGET</u>	<u>% USED</u>
GOLF COURSE								
Service Charges	\$ (9,202)	\$ (40,977)	\$ 221,160	-18.53%	\$ -	\$ -	\$ -	0.00%
Services & Charges	-	-			10,994	129,169	297,210	43.46%
Capital	-	-	-		-	-	82,500	0.00%
Total	\$ (9,202)	\$ (40,977)	\$ 221,160	-18.53%	\$ 10,994	\$ 129,169	\$ 379,710	34.02%
OPIOID SETTLEMENT								
Other	\$ -	\$ -	\$ 180,000	0.00%	\$ -	\$ -	\$ -	
Services & Charges	-	-	-		353,575	709,264	217,480	326.13%
Capital	-	-	-		-	74,929	74,940	99.99%
Total	\$ -	\$ -	\$ 180,000	0.00%	\$ 353,575	\$ 784,194	\$ 292,420	268.17%
INSURANCE TRUST								
Other	\$ 22,716	\$ 23,224	\$ 25,000	92.90%	\$ -	\$ -	\$ -	
Interest	25	101	500	20.22%	-	-	-	
Supplies & Materials	-	-	-		-	-	500	0.00%
Services & Charges	-	-	-		24,716	512,258	593,050	86.38%
Total	\$ 22,740	\$ 23,325	\$ 25,500	91.47%	\$ 24,716	\$ 512,258	\$ 593,550	86.30%
UNCOLLECTIBLE ACCOUNTS								
Services & Charges	\$ -	\$ -	\$ -		\$ 16,667	\$ 66,668	\$ 200,000	33.33%
Total	\$ -	\$ -	\$ -	0.00%	\$ 16,667	\$ 66,668	\$ 200,000	33.33%
TOTAL GENERAL FUND	\$ 10,563,596	\$ 14,056,049	\$ 39,050,660	35.99%	\$ 2,540,892	\$ 10,028,102	\$ 39,050,660	25.7%

	MTD	YTD			MTD	YTD		
	<u>REVENUES</u>	<u>REVENUES</u>	<u>BUDGET</u>	<u>% USED</u>	<u>EXPENSES</u>	<u>EXPENSES</u>	<u>BUDGET</u>	<u>% USED</u>
CAPITAL PROJECTS FUND								
PARKS & FACILITIES								
Grants	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	
Other	705	1,905	165,000	1.15%	-	-	-	
Property Tax	50,000	50,000	100,000	50.00%	-	-	-	
Service Charges	-	-	-	0.00%	-	-	-	
Interest	2,196	9,159	20,000	45.79%	-	-	-	
Capital					-	-	285,000	0.00%
Total	\$ 52,901	\$ 61,064	\$ 285,000	21.43%	\$ -	\$ -	\$ 285,000	0.00%
TRANSPORTATION								
Grants	\$ 193,732	\$ 227,845	\$ 3,879,510	5.87%	\$ -	\$ -	\$ -	
Intergovernmental	128,498	228,498	990,930	23.06%	-	-	-	
Other	-	8,600	455,370	1.89%	-	-	-	
Property Tax	1,000,000	1,000,000	2,731,000	36.62%	-	-	-	
Interest	28,347	141,782	100,000	141.78%	-	-	-	
Services & Charges	-	-	-		28,936	86,808	347,280	25.00%
Capital	-	-	-		12,857	3,924,419	7,809,530	50.25%
Total	\$ 1,350,576	\$ 1,606,724	\$ 8,156,810	19.70%	\$ 41,793	\$ 4,011,227	\$ 8,156,810	49.18%
LIBRARY								
Other	\$ 34	\$ 10,108	\$ 45,790	22.07%	\$ -	\$ -	\$ -	
Property Tax	-	-	-	0.00%	-	-	-	
Interest	152	568	1,500	37.85%	-	-	-	
Capital	-	-	-		-	-	47,290	0.00%
Total	\$ 186	\$ 10,675	\$ 47,290	22.57%	\$ -	\$ -	\$ 47,290	0.00%
TOTAL CAPITAL PROJECTS FUND	\$ 1,403,663	\$ 1,678,463	\$ 8,489,100	19.77%	\$ 41,793	\$ 4,011,227	\$ 8,489,100	47.3%
WORKERS COMP TRUST								
INSURANCE TRUST								
Other	\$ -	\$ -	\$ 855,500	0.00%	\$ -	\$ -	\$ -	
Interest	5,641	23,888	55,000	43.43%	-	-	-	
Supplies & Materials	-	-	-		-	-	-	0.00%
Services & Charges	-	-	-		389	197,643	910,500	21.71%
TOTAL WORKERS COMP FUND	\$ 5,641	\$ 23,888	\$ 910,500	2.62%	\$ 389	\$ 197,643	\$ 910,500	21.7%

	MTD	YTD			MTD	YTD		
	<u>REVENUES</u>	<u>REVENUES</u>	<u>BUDGET</u>	<u>% USED</u>	<u>EXPENSES</u>	<u>EXPENSES</u>	<u>BUDGET</u>	<u>% USED</u>
WATER FUND								
WATER								
Grants	\$ 1,692,198	\$ 1,694,349	\$ 1,925,000	88.02%	\$ -	\$ -	\$ -	
Intergovernmental	-	-	65,720	0.00%	-	-	-	
Other	231,214	243,978	2,355,210	10.36%	-	-	-	
Service Charges	545,009	2,638,665	8,947,400	29.49%	-	-	-	
Interest	31,355	128,774	260,000	49.53%	-	-	-	
Personnel Services	-	-	-		197,149	707,941	2,574,810	27.49%
Supplies & Materials	-	-	-		25,940	122,219	610,380	20.02%
Services & Charges	-	-	-		252,217	1,345,820	4,076,610	33.01%
Capital	-	-	-		160,930	2,143,554	6,291,530	34.07%
TOTAL WATER FUND	\$ 2,499,777	\$ 4,705,765	\$ 13,553,330	34.72%	\$ 636,237	\$ 4,319,534	\$ 13,553,330	31.9%

WASTEWATER FUND

WASTEWATER								
Grants	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	
Intergovernmental	337,568	1,029,568	4,154,000	24.78%	-	-	-	
Other	409,254	578,305	9,890,950	5.85%	-	-	-	
Service Charges	549,271	2,270,876	7,562,710	30.03%	-	-	-	
Interest	80,899	338,155	460,000	73.51%	-	-	-	
Personnel Services	-	-	-		186,139	688,873	2,385,100	28.88%
Supplies & Materials	-	-	-		18,452	88,313	575,090	15.36%
Services & Charges	-	-	-		297,781	1,428,461	4,310,030	33.14%
Capital	-	-	-		282,683	887,192	14,797,440	6.00%
TOTAL WASTEWATER FUND	\$ 1,376,992	\$ 4,216,905	\$ 22,067,660	19.11%	\$ 785,055	\$ 3,092,839	\$ 22,067,660	14.0%

STORMWATER FUND

STORMWATER								
Grants	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	
Other	-	150,000	(110,090)	-136.25%	-	-	-	
Service Charges	199,381	797,152	2,200,000	36.23%	-	-	-	
Interest	5,076	19,028	48,000	39.64%	-	-	-	
Personnel Services	-	-	-		31,579	105,553	412,300	25.60%
Supplies & Materials	-	-	-		2,114	3,213	123,700	2.60%
Services & Charges	-	-	-		39,023	197,749	879,790	22.48%
Capital	-	-	-		-	10,585	722,120	1.47%
TOTAL STORMWATER FUND	\$ 204,457	\$ 966,179	\$ 2,137,910	45.19%	\$ 72,716	\$ 317,100	\$ 2,137,910	14.8%

	MTD	YTD			MTD	YTD		
	<u>REVENUES</u>	<u>REVENUES</u>	<u>BUDGET</u>	<u>% USED</u>	<u>EXPENSES</u>	<u>EXPENSES</u>	<u>BUDGET</u>	<u>% USED</u>
SANITATION FUND								
SANITATION								
Grants	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	
Other	3,086	12,970	819,700	1.58%	-	-	-	
Service Charges	657,238	2,583,226	7,755,880	33.31%	-	-	-	
Interest	19,034	84,597	105,000	80.57%	-	-	-	
Personnel Services	-	-	-		47,634	175,295	626,700	27.97%
Supplies & Materials	-	-	-		2,049	3,803	31,100	12.23%
Services & Charges	-	-	-		558,062	2,046,831	7,703,280	26.57%
Capital	-	-	-		-	1,423	319,500	0.45%
TOTAL SANITATION FUND	\$ 679,357	\$ 2,680,794	\$ 8,680,580	30.88%	\$ 607,745	\$ 2,227,352	\$ 8,680,580	25.7%
CEMETERY FUND								
CEMETERY								
Other	\$ 350	\$ 580	\$ 280,190	0.21%	\$ -	\$ -	\$ -	
Property Tax	50,000	50,000	100,000	50.00%	-	-	-	
Service Charges	8,239	16,002	40,270	39.74%	-	-	-	
Interest	1,000	4,501	15,000	30.01%	-	-	-	
Interfund Transfer	-	-	50,000	0.00%	-	-	-	
Personnel Services	-	-	-		7,459	28,191	122,380	23.04%
Supplies & Materials	-	-	-		153	4,619	12,500	36.95%
Services & Charges	-	-	-		4,001	24,147	120,080	20.11%
Capital	-	-	-		9,269	9,566	230,500	4.15%
TOTAL CEMETERY FUND	\$ 59,589	\$ 71,083	\$ 485,460	14.64%	\$ 20,882	\$ 66,522	\$ 485,460	13.7%
ECONOMIC DEVELOPMENT FUND								
ECONOMIC DEVELOPMENT								
Grants	\$ -	\$ 104,940	\$ 450,000	23.32%	\$ -	\$ -	\$ -	
Licenses & Permits	-	-	-	0.00%	-	-	-	
Other	1,585	1,585	350,000	0.45%	-	-	-	
Interest	10,603	43,684	27,500	158.85%	-	-	-	
Capital	-	-	-		19,769	162,192	827,500	19.60%
TOTAL ECONOMIC DEVELOPMENT	\$ 12,188	\$ 150,210	\$ 827,500	18.15%	\$ 19,769	\$ 162,192	\$ 827,500	19.6%

	MTD	YTD			MTD	YTD		
	<u>REVENUES</u>	<u>REVENUES</u>	<u>BUDGET</u>	<u>% USED</u>	<u>EXPENSES</u>	<u>EXPENSES</u>	<u>BUDGET</u>	<u>% USED</u>
TRANSPORTATION & ENGINEERING FUND								
TRANSPORTATION								
Grants	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	
Intergovernmental	-	247,316	1,345,900	18.38%	-	-	-	
Licenses & Permits	2,068	15,758	20,000	78.79%	-	-	-	
Other	503	17,696	339,880	5.21%	-	-	-	
Property Taxes	1,000,000	1,000,000	2,220,120	45.04%	-	-	-	
Service Charges	27,152	291,189	1,297,740	22.44%	-	-	-	
Interest	4,359	19,620	50,000	39.24%	-	-	-	
Personnel Services	-	-	-		179,463	669,999	2,593,140	25.84%
Supplies & Materials	-	-	-		19,709	65,463	454,770	14.39%
Services & Charges	-	-	-		62,807	554,520	1,708,700	32.45%
Capital	-	-	-		-	20,228	517,030	3.91%
TOTAL TRANSPORTATION FUND	\$ 1,034,081	\$ 1,591,579	\$ 5,273,640	30.18%	\$ 261,980	\$ 1,310,210	\$ 5,273,640	24.8%
LIBRARY FUND								
LIBRARY								
Grants	\$ -	\$ -	\$ 2,500	0.00%	\$ -	\$ -	\$ -	
Intergovernmental	-	-	100	0.00%				
Other	318	1,709	104,070	1.64%				
Property Taxes	1,000,000	1,000,000	1,535,000	65.15%				
Service Charges	653	2,367	5,000	47.34%				
Interest	489	2,893	18,000	16.07%	-	-	-	
Personnel Services					92,293	333,265	1,245,210	26.76%
Supplies & Materials					5,744	51,242	146,650	34.94%
Services & Charges					13,559	70,333	264,310	26.61%
Capital	-	-	-		1,178	2,362	8,500	27.79%
TOTAL LIBRARY FUND	\$ 1,001,460	\$ 1,006,969	\$ 1,664,670	60.49%	\$ 112,773	\$ 457,202	\$ 1,664,670	27.5%

	MTD	YTD			MTD	YTD		
	<u>REVENUES</u>	<u>REVENUES</u>	<u>BUDGET</u>	<u>% USED</u>	<u>EXPENSES</u>	<u>EXPENSES</u>	<u>BUDGET</u>	<u>% USED</u>
FLEET MAINTENANCE								
FLEET								
Grants	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	
Intergovernmental	-	-	15,700	0.00%				
Other	-	162	281,180	0.06%				
Service Charges	239,243	922,785	2,781,160	33.18%				
Interest	8,827	34,912	35,000	99.75%	-	-	-	
Personnel Services					51,863	191,789	668,630	28.68%
Supplies & Materials					17,802	88,127	266,730	33.04%
Services & Charges					62,774	293,287	916,180	32.01%
Capital	-	-	-		-	-	1,261,500	0.00%
TOTAL FLEET MAINTENANCE	\$ 248,071	\$ 957,859	\$ 3,113,040	30.77%	\$ 132,439	\$ 573,204	\$ 3,113,040	18.4%

INFORMATION SYSTEMS

INFORMATION SYSTEMS								
Grants	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	
Other	-	4,226	(21,350)	-19.80%	-	-	-	
Service Charges	131,444	526,676	1,576,670	33.40%				
Interest	1,416	5,464	9,550	57.21%	-	-	-	
Personnel Services					56,699	218,076	798,870	27.30%
Supplies & Materials					182	1,671	4,000	41.77%
Services & Charges					23,864	303,781	605,000	50.21%
Capital	-	-	-		10,559	96,282	157,000	61.33%
TOTAL INFORMATION SYSTEMS	\$ 132,860	\$ 536,366	\$ 1,564,870	34.28%	\$ 91,304	\$ 619,810	\$ 1,564,870	39.6%

	MTD	YTD			MTD	YTD		
	<u>REVENUES</u>	<u>REVENUES</u>	<u>BUDGET</u>	<u>% USED</u>	<u>EXPENSES</u>	<u>EXPENSES</u>	<u>BUDGET</u>	<u>% USED</u>
POLICE RETIREMENT								
Other	\$ 415,329	\$ 821,614	\$ 1,025,000	80.16%	\$ -	\$ -	\$ -	
Property Tax	-	-	-	0.00%				
Interest	9,914	125,572	245,000	51.25%				
Services & Charges					100,368	405,553	1,270,000	31.93%
TOTAL POLICE RETIREMENT	\$ 425,243	\$ 947,186	\$ 1,270,000	74.58%	\$ 100,368	\$ 405,553	\$ 1,270,000	31.9%
TRANSIT FUND								
TRANSIT								
Grants	\$ -	\$ -	\$ 983,480	0.00%	\$ -	\$ -	\$ -	
Intergovernmental	7,152	20,902	85,000	24.59%	-	-	-	
Other	(230)	(230)	150,200	-0.15%	-	-	-	
Property Tax	255,000	255,000	423,500	60.21%	-	-	-	
Service Charges	3,184	13,350	44,200	30.20%	-	-	-	
Interest	1,436	7,104	18,000	39.47%				
Personnel Services					74,767	277,264	992,310	27.94%
Supplies & Materials	-	-	-		7,119	22,683	90,200	25.15%
Services & Charges					16,849	64,143	205,820	31.16%
Capital	-	-	-		1,554	2,510	416,050	0.60%
TOTAL TRANSIT FUND	\$ 266,542	\$ 296,127	\$ 1,704,380	17.37%	\$ 100,289	\$ 366,600	\$ 1,704,380	21.5%
CEMETERY PERPETUAL CARE								
CEMETERY PERPETUAL CARE								
Other	\$ -	\$ 16,547	\$ 36,000	45.96%	\$ -	\$ -	\$ -	
Service Charges	113	556	1,000	55.60%				
Interest	-	8,960	17,000	52.70%				
Services & Charges	-				-	962	4,000	24.05%
Interfund Transfers	-	-	-		-	-	50,000	0.00%
TOTAL PERPETUAL CARE	\$ 113	\$ 26,062	\$ 54,000	48.26%	\$ -	\$ 962	\$ 54,000	1.8%
GRAND TOTAL OF ALL FUNDS	\$ 19,913,629	\$ 33,911,485	\$ 110,847,300	30.59%	\$ 5,524,631	\$ 28,156,052	\$ 110,847,300	25.40%

February 23, 2026

THE CITY COUNCIL OF THE CITY OF LEWISTON, IDAHO, met for a Special Meeting in the City Hall Back Conference Room at 1134 F Street. Mayor Johnson called the meeting to order at 4:00 PM.

I. CALL TO ORDER

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

COUNCILORS EXCUSED: Councilor Bryan Moree.

II. PLEDGE OF ALLEGIANCE

Mayor Johnson led the Pledge of Allegiance.

III. DISCUSSION ITEMS

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

- A. 2025 ANNUAL COMPREHENSIVE FINANCIAL REPORT:** Presentation from Presnell Gage on the 2025 Annual Comprehensive Financial Report - Action Item (City Treasurer/Finance Director Aimee Gordon)

City Treasurer/Finance Director Aimee Gordon introduced Dawn Aliverti of Presnell Gage, LLC, who conducted the independent audit for the fiscal year ending September 30, 2025.

Ms. Aliverti reviewed the five sections of the report, including the financial statements, audit requirements, and key highlights. She stated that Council approval would be requested at the evening Council meeting. She reported that the audit opinion for fiscal year 2025 was unmodified (“clean”) and thanked staff for their assistance.

IV. ADJOURNMENT - Action Item

There being no further business to come before the Lewiston City Council, Councilors Klein and Forsmann moved and seconded, respectively, to adjourn the February 23, 2026 Special meeting. The motion carried 5-0 and the meeting adjourned at 4:57 p.m.

Daniel G. Johnson, Mayor

Lewiston City Council
Special Meeting Minutes
February 23, 2026 – 4:00 p.m. – Page 1 of 2

Tanya M. Brocke, City Clerk

DRAFT

February 23, 2026

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 John Spickelmire; Councilor Matt Wright.

COUNCILORS EXCUSED: Councilor Bryan Moree.

II. PLEDGE OF ALLEGIANCE

Mayor Johnson led the Pledge of Allegiance.

III. CITIZENS COMMENTS

The Mayor opened the floor for citizen comments. No members of the public requested to speak.

City Attorney Jennifer Tengono introduced Annabelle Bodunrin, a second-year law student at the University of Idaho, who was in attendance to observe the City Council meeting process.

IV. PRESENTATIONS

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

V. PUBLIC HEARINGS AND RELATED ACTION ITEMS

- A. CONTINUATION OF PUBLIC HEARING ON ORDINANCE 4956:** Accepting public comments on Ordinance 4956, relating to the amendment of the City's Franchise Agreement with Sanitary Disposal, Inc., doing business as Sunshine Disposal & Recycling - Action Item (Public Works Director Dustin Johnson)

Mayor Johnson announced the subject of the public hearing, explained the process, opened the public hearing, and requested the staff report. Public Works Director Dustin Johnson stated the hearing was a continuation from the January 26, 2026 meeting and noted there was no additional information to present other than addressing a discrepancy between the Producer Price Index (PPI) figure in the ordinance and the figure in the exhibit. He clarified that the ordinance contained the correct index number.

Lewiston City Council
Regular Meeting Minutes
February 23, 2026 – 6:00 p.m. – Page 1 of 6

Brian Coddington of Sunshine Disposal, Inc. spoke to the additional context that was provided to Council supporting the one-time rate adjustment and amendments.

After Council discussion and questions, public testimony was received from Brandon Johnson, who asked about supporting cost data, prior rate considerations, use of industry-wide indices, and the definition of “local area” in the franchise agreement.

Further Council discussion addressed the amendment process and next steps. There being nothing further, Mayor Johnson closed the public hearing.

- B. FIRST READING OF ORDINANCE 4956:** Considering amending the Franchise Agreement for Collection, Hauling, and Tipping of Residential and Commercial Solid Waste, Yard Waste, and Recyclable Materials with Sanitary Disposal, Inc., doing business as Sunshine Disposal and Recycling, approved through Lewiston City Ordinance No. 4823 on November 1, 2021, and authorizing the Mayor and City Clerk to sign said Amendment to the Franchise Agreement - Action Item (Public Works Director Dustin Johnson)

Councilors Spickelmire and Wright moved and seconded, respectively, to approve the first reading of Ordinance 4956. The motion passed 5-0.

ORDINANCE 4956: AN ORDINANCE OF THE CITY OF LEWISTON AMENDING THE FRANCHISE AGREEMENT FOR COLLECTION, HAULING, AND TIPPING OF RESIDENTIAL AND COMMERCIAL SOLID WASTE, YARD WASTE, AND RECYCLABLE MATERIALS BETWEEN THE CITY OF LEWISTON AND SANITARY DISPOSAL, INC., DOING BUSINESS AS SUNSHINE DISPOSAL & RECYCLING, AN IDAHO CORPORATION GRANTED PURSUANT TO LEWISTON CITY ORDINANCE NO. 4823 ON NOVEMBER 1, 2021; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST SAID AMENDMENT TO THE FRANCHISE AGREEMENT, RESPECTIVELY; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE ARE DEEMED SEVERABLE; AND PROVIDING AN EFFECTIVE DATE

- C. PUBLIC HEARING ON THE 2026 TRANSPORTATION CAPITAL IMPROVEMENT PLAN:** Accepting testimony on the 2026 Transportation Capital Improvement Plan - Action Item (Public Works Director Dustin Johnson)

Mayor Johnson announced the subject of the public hearing, explained the process, opened the public hearing, and requested the staff report. Public Works Director Johnson explained that the Transportation Capital Improvement Plan is an annual process that gives the public and Council an opportunity to provide input on prioritizing capital improvement projects.

Mayor Johnson asked if there was any public testimony. There being none,

Lewiston City Council
Regular Meeting Minutes
February 23, 2026 – 6:00 p.m. – Page 2 of 6

Mayor Johnson opened it for Council questions.

After Councilors provided discussion related to projects and prioritization, and there being nothing further, Mayor Johnson closed the public hearing.

- D. RESOLUTION 2026-05:** Considering adopting the City of Lewiston 2026 Transportation Capital Improvement Plan - Action Item (Public Works Director Dustin Johnson)

No action was taken on this item, as Councilors agreed they would like additional time to review and work on the document. Councilors agreed to provide feedback to Public Works Director Johnson about the changes they would like to see, and bring it back for discussion on the March 9th meeting.

VI. CONSENT AGENDA

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

Councilor Forsmann requested agenda item IV. C. Voucher's Payable be removed from the Consent Agenda.

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

- A. CITY COUNCIL MINUTES:** Considering approval of the minutes of the following meetings: 2/2/2026 Work Session and the 2/9/2026 Regular - Action Item
- B. ADVISORY BOARD AND COMMISSION MINUTES:** Accepting the minutes of the following meetings: 1/2/2025 Code Board of Appeals; 11/19/2025 Parks and Recreation Commission; 12/3/2025 Cemetery and Urban Forestry Commission; 1/8/2026 and 1/29/2026 Historic Preservation Commission; 1/13/2026 Urban Renewal Agency; and 1/14/2025 Planning and Zoning Commission - Action Item

VII. ACTIVE AGENDA

- A. 2025 ANNUAL COMPREHENSIVE FINANCIAL REPORT:** Considering approving the 2025 Annual Comprehensive Financial Report - Action Item (City Treasurer/Finance Director Aimee Gordon)

Councilors Forsmann and Spickelmire moved and seconded, respectively, to approve the 2025 Annual Comprehensive Financial Report. **ROLL CALL VOTE:**

Lewiston City Council
Regular Meeting Minutes

February 23, 2026 – 6:00 p.m. – Page 3 of 6

VOTING AYE: Kleeburg; Wright; Forsmann; Klein; Spickelmire. VOTING NAY: None. EXCUSED: Moree.

- B. RESOLUTION 2026-07:** Considering declaring various items of City of Lewiston property to be surplus, and providing for the public auction of said surplus property - Action Item (City Treasurer/Finance Director Aimee Gordon)

Councilors Forsmann and Wright moved and seconded, respectively, to approve Resolution 2026-07. ***ROLL CALL VOTE: VOTING AYE: Kleeburg; Wright; Forsmann; Klein; Spickelmire. VOTING NAY: None. EXCUSED: Moree.***

- C. COLLECTIVE BARGAINING AGREEMENT REQUEST:** Considering a request from the Fraternal Order of Police Lewis-Clark Lodge # 10 (FOP) to begin negotiations for a new Collective Bargaining Agreement - Action Item (Human Resources Director Nikki Province)

Councilor Forsmann and Council President Kleeburg moved and seconded, respectively, to begin negotiations for a new Collective Bargaining Agreement with the Fraternal Order of Police Lewis-Clark Lodge #10. ***ROLL CALL VOTE: VOTING AYE: Kleeburg; Wright; Forsmann; Spickelmire. VOTING NAY: Klein. EXCUSED: Moree.***

D. ORDINANCES

1. SECOND AND THIRD READINGS

- a. ORDINANCE 4959:** Considering amending Lewiston City Code Section 37-3 relating to the definition of "parking lot"; amending Lewiston City Code Sections 37-146, 37-149, 37-151, and 37-153 relating to parking lots; and repealing and reserving Lewiston City Code Section 37-147 - Action Item (Assistant Planner Katie Hollingshead)

Councilor Spickelmire and Council President Kleeburg moved and seconded, respectively, to waive the third reading in full of Ordinance 4959 and approve the reading of Ordinance 4959 by title only. The motion passed 5-0.

ORDINANCE 4959: AN ORDINANCE OF THE CITY OF LEWISTON AMENDING LEWISTON CITY CODE SECTION 37-3 RELATING TO THE DEFINITION OF "PARKING LOT"; AMENDING LEWISTON CITY CODE SECTIONS 37-146, 37-149, 37-151, AND 37-153 RELATING TO PARKING LOTS; REPEALING AND RESERVING LEWISTON CITY CODE SECTION 37-147; AND PROVIDING AN EFFECTIVE DATE.

2. ADOPTION AND APPROVAL OF ORDINANCE SUMMARIES

Lewiston City Council
Regular Meeting Minutes
February 23, 2026 – 6:00 p.m. – Page 4 of 6

a. **ORDINANCE 4959:** - Action Item

Councilors Spickelmire and Forsmann moved and seconded, respectively, to adopt Ordinance 4959 and approve the related ordinance summary. **ROLL CALL VOTE: VOTING AYE: Kleeburg; Wright; Forsmann; Klein; Spickelmire. VOTING NAY: None. EXCUSED: Moree.**

VIII. **ITEMS MOVED FROM THE CONSENT AGENDA** - Action Item

C. **VOUCHER'S PAYABLE:** Considering approving the Voucher's Payable dated 1/24/2026 - 2/5/2026 in the amount of \$2,475,452.23 - Action Item

Councilor Forsmann questioned a Miscellaneous Customer Refund Check #122021 on page 8 to El Ranch Motel L1SD - January Rent 2026 in the amount of \$1,150.00 from the EconDev department. Community Development Director Grow explained that the cost was related to the Community Development Block Grant (CDBG) program.

Councilor Forsmann then questioned what the Adobe Licensing is used for. City Treasurer/Finance Director Aimee Gordon explained that the Adobe licensing is used across departments to edit PDF documents, which requires an Adobe license.

There being no further questions, Council President Kleeburg and Councilor Wright moved and seconded, respectively, to approve the Voucher's Payable. **ROLL CALL VOTE: VOTING AYE: Kleeburg; Wright; Forsmann; Klein; Spickelmire. VOTING NAY: None. EXCUSED: Moree.**

IX. **UNFINISHED AND NEW BUSINESS**

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

Councilor Forsmann mentioned the City of Lewiston podcast and extended kudos to Public Outreach Coordinator Carol Maurer for her hard work. She also expressed appreciation for receiving a "Thank You" note from the Public Works Advisory Committee for her time served on the Committee.

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

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

C. MAYOR COMMENTS

Mayor Johnson asked if any Councilors would like the opportunity to serve on the Comprehensive Plan Work Plan Committee. Council President Kleeburg volunteered.

Mayor Johnson then thanked the Finance staff for their hard work on the Annual Comprehensive Financial Report, as well as Annabelle for attending the meeting.

D. AGENDA TOPICS: - Action Item

X. ADJOURNMENT - Action Item

There being no further business to come before the Lewiston City Council, Councilor Forsmann and Council President Kleeburg moved and seconded, respectively, to adjourn the February 23, 2026 Regular Meeting. The motion carried 5-0 and the meeting adjourned at 7:57 p.m.

Daniel G. Johnson, Mayor

Tanya M. Brocke, City Clerk

Lewiston City Library
Board of Trustees
Regular Meeting | Wednesday, January 21, 2026
Community Room

1. Call to Order: The meeting was called to order by Rebecca Snodgrass, the Chair, at 5:33 PM
Trustees Present: Rebecca Snodgrass, Andy Hanson, Diana Ames, Josh Brown, Thomas Hill
Trustees Absent: None
Councilor Liaison: Jim Kleeburg
Library Staff: Library Director Lynn Johnson, Administrative Assistant Bruno Alvino,
2. Recognition of Visitors
 - a. Danielle Kinyon - Lewiston Library Foundation President
 - b. Jim Kleeburg - City of Lewiston Councilor President
 - c. Steve Hill - LCSC Teacher and Roleplaying Instructor
3. Public Comment & Correspondence
 - a. Steve Hill, a role-playing teacher, informed the Board of his interest in assisting with role-playing games and potential programming opportunities at the Lewiston Library.
 - b. L. Johnson received a thank-you note from Marilyn Feeney, former Friends President, and Stephanie Hill, former staff member and current piano teacher, who held a piano recital using the library's new piano.
 - c. L. Johnson also asked the Board to sign two thank-you cards for individuals who donated funds during December.
4. City of Lewiston Council Report
 - a. Jim Kleeburg reported that he had been reappointed by the City Council to serve as liaison to the Library Board of Trustees.
5. Library Foundation Report
 - a. D. Kinyon reported that progress remains ongoing and that the formation of subcommittees is underway.
6. Consent Agenda - Action Item
 - a. Approval of Minutes of Previous Meetings - Board of Trustees from: December 10, 2025
 - b. Review of Statistical Report for December
 - c. Approval of Statement of Expenses for December
 - i. Andy Hanson moved to approve the consent agenda, and Diana Ames seconded. All in favor. Motion carried.
7. Committee Reports
 - a. Art Committee
 - i. L. Johnson reported that D. Heath resigned from the Art Committee but indicated she is still willing to assist. The committee currently has five

members and is seeking two additional members to meet bylaw requirements. Upcoming artwork installations and the addition of a hanging art system in the teen zone were discussed.

8. Director's Report

a. Facilities

- i. L. Johnson reported that Chris from Facilities repainted the blue wall in the Makery and noted that Facilities will also be installing the hanging art system in the teen zone. Director Johnson reported that library staff met with ISS to discuss the upcoming door project, which would transition the library from the current keypad system to a Ubiquiti NFC system.

b. Staffing

- i. L. Johnson reported that the library is currently fully staffed and that a discussion regarding a pay scale adjustment for library pages will be forthcoming.

c. Grants & Donations

- i. L. Johnson reported that D. Garr, Technology Librarian, submitted a T-Mobile grant report, and that she and Emma received a grant in collaboration with Parks and Recreation to fund art supplies and programming.

9. Unfinished Business

a. Strategic Plan 2031 & Library 360 Review

- i. The board reviewed the strategic plan
 1. Thomas Hill motioned to approve the strategic plan 2031, and Diana Ames seconded. All in favor. Motion carried.

b. Items Moved from Consent Agenda - Action Item

- i. None

10. New Business

a. Capital Improvements

- i. Lynn Johnson reported on capital improvements, noting that the library will contact the Idaho Correctional Institution to request a formal quote for the potential upholstering of furniture in the library building. She also reported that the library is obtaining formal quotes for new countertops for the help desks in the library building.

11. Executive Session - Action Item

- a. Idaho Code 74-206(1)(b) – To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff
 - Andy Hanson motioned to move to Executive Session Idaho Code 74-206(1)(b), and Josh Brown seconded.
 - Roll call vote:

Aye: Andy Hanson, Rebecca Snodgrass, Diana Ames, Josh Brown,
Thomas Hill

Nay: none

Josh Brown moved to exit out of Executive Session Idaho Code
74-206(1)(b), and Thomas Hill seconded.

12. Schedule of Upcoming Meetings
 - a. Regular Meeting: February 18, 2026
 - b. Regular Meeting: March 18, 2026
13. Adjournment - Action Item
 - a. Andy Hanson moved to adjourn the meeting at 7:21 PM



CITY COUNCIL MEETING AGENDA ITEM SUMMARY

ITEM TITLE VANTOSKY ADDITION ADMINISTRATIVE PLAT	AGENDA NO. V. C. AGENDA DATE: March 9, 2026
ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.) The Lewiston City Council has not acted on this plat previously. The proposed Vantosky Addition plat is a two lot subdivision of 4.69 acres of land, located east of 21st Street and between Hemlock Avenue on the north and undeveloped Richardson Avenue on the south. An existing single-family dwelling is currently located near the north-west corner of proposed Lot 1 and is occupied by the owners. As this is a simple lot split, and the existing home is owner-occupied, frontage improvement requirements for Lot 1 are being waived per the established Public Works policy. Frontage improvement requirements for Lot 2 will need to be satisfied at the time of Lot 2's development. L.O.I.D has water mains in Hemlock Avenue, which provide service to the existing residence, and can also provide service to proposed Lot 2 from its northerly frontage. The existing residence is currently serviced by a septic system. The closest sanitary sewer mains are located approximately 2000 feet to the north, uphill. Both lots will exceed the 1-acre minimum size for septic eligibility. Avista Utilities, Sparklight, and Centurylink/Lumen have also agreed to provide utility service for the new Lot. The parcel is currently zoned R1, and the proposed lots comply with the requirements of that zone. The plat complies with applicable City zoning regulations, the City subdivision code, and Idaho Code Title 50, Chapter 13.	
BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources) Approval of this plat should not directly result in impacts on Public Works' staff and budgets.	
ACTION PROPOSED Staff recommends that the Lewiston City Council accept and approve the Vantosky Addition Administrative plat as presented. A draft Reasoned Statement, with entries based on the information contained in the staff report, has been attached to the information packet for your consideration or use, at your discretion.	

ADMINISTRATIVE PLAT OF VANTOSKY ADDITION

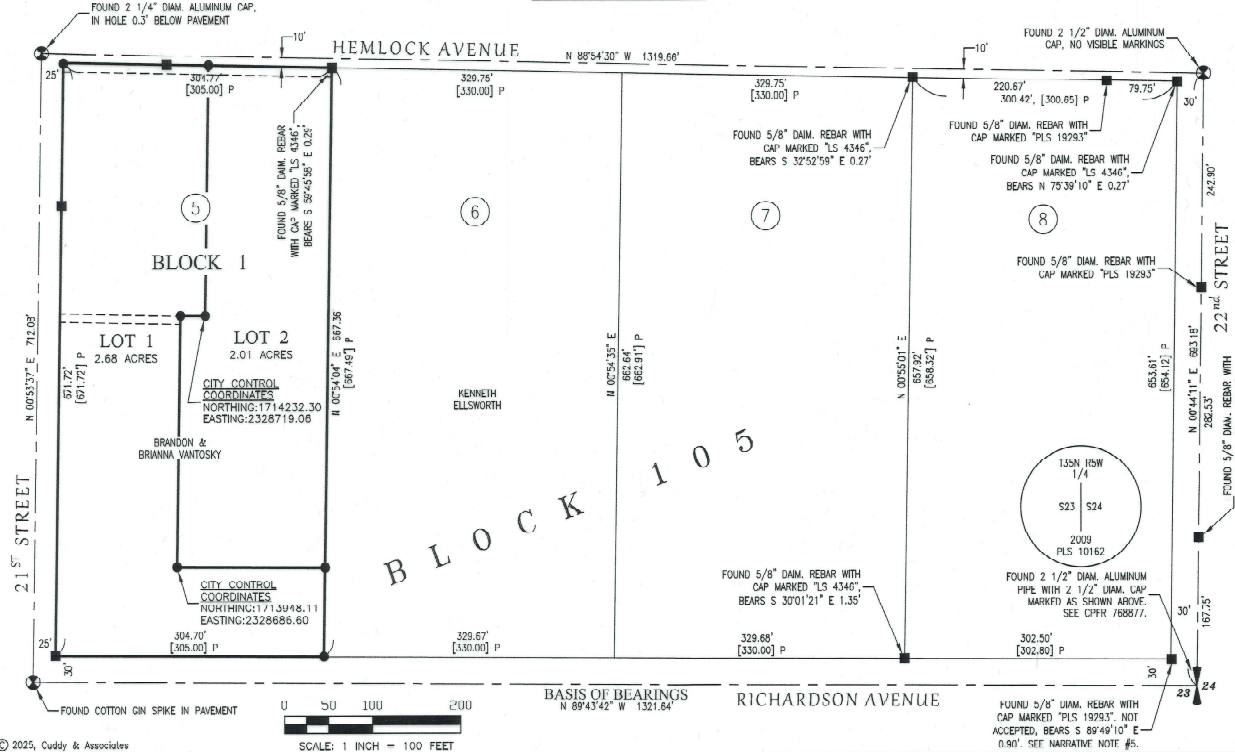
A REPLAT OF LOT 5, BLOCK 105 OF
LEWISTON ORCHARDS TRACT NO. 15

LOCATED IN SECTION 23,
TOWNSHIP 35 NORTH, RANGE 5 WEST,
CITY OF LEWISTON, BOISE MERIDIAN,
NEZ PERCE COUNTY, IDAHO

NOTES:

- The Basis of Bearings for this survey is N89°43'42"W along the centerline of Richardson Avenue between the monuments found at the intersection of Richardson Avenue and 22nd Street, and the intersection of Richardson Avenue and 21st Street, as shown hereon.
- This survey was performed using a Carlson BRK-7 with a Topcon FC-5000 data collector, and a Sokkia SX-100ST total station with a Topcon FC-5000 data collector.
- This survey has an unadjusted mathematical error of closure less than the legally allowed maximum of one (1) part in five thousand (5000).
- No attempt was made to show all the physical features of the property or all easements, recorded or unrecorded, written or unwritten.

OVERVIEW

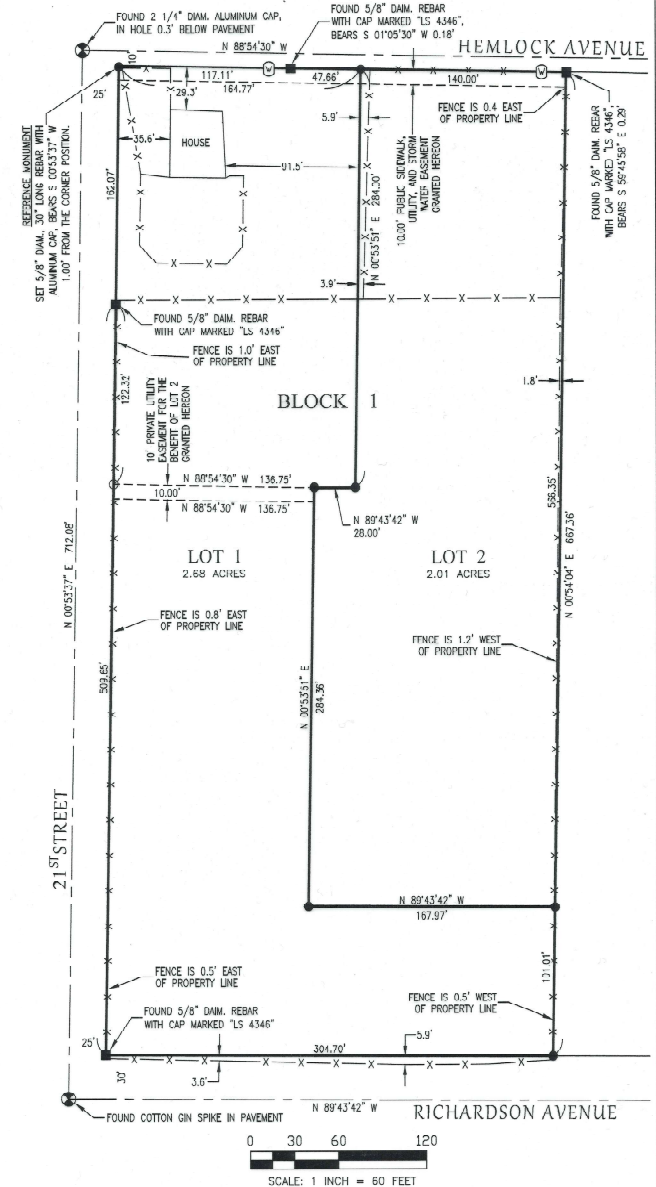


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LEGEND:

Found as noted.	Description	Set as noted.
●	Centerline monument as noted	
■	Found monument as noted	
●	Rebar - set 5/8" diameter, 30" long rebar with plastic cap stamped "PLS 9165", unless noted otherwise	
○	Calculated point. Nothing found or set this survey.	
⊙	Water meter	
[xx] P	Reference per the original plat	
DIAM.	Diameter	
CPR	Corner Perpetuation and Filing Record	
(M)	Measured	
(R)	Reference R1	
---	Section line/Section subdivision line	
---	Boundary of subject property	
---	Easement as noted	
X-X	Fence	
---	Centerline	
---	Tie line	

SUBJECT PROPERTY

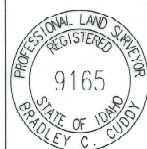


RECORDER'S CERTIFICATE

STATE OF IDAHO } ss
COUNTY OF NEZ PERCE }
FILED FOR RECORD AT _____
AT THE REQUEST OF _____
BY _____ COUNTY RECORDER
DEPUTY
FEES \$ _____
INSTRUMENT NUMBER: _____

SURVEYOR'S CERTIFICATE

BEING A REGISTERED SURVEYOR, I BRADLEY C. CUDDY DO HEREBY CERTIFY THAT THIS RECORD OF SURVEY HEREON SHOWN IS ACCURATE AND CORRECT AND WAS COMPILED FROM THE NOTES OF AN ACTUAL SURVEY MADE BY ME AND UNDER MY DIRECTION IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO AND AT THE REQUEST OF BRANDON VANTOSKY.
Bradley Cuddy 02/02/26
BRADLEY C. CUDDY, PLS 9165 DATE



FUTURE DEVELOPMENT

Future development of the lots created by this subdivision plat require building permits based on plans complying with all City of Lewiston codes, duly adopted at the time of development, governing construction of buildings and adjacent public improvements. Prior to developing a lot the owner or prospective owner is responsible for due diligence research to apprise themselves of all development requirements. These requirements may or may not have been identified during the subdivision process and may or may not be shown on the plat. The City of Lewiston is not responsible for any losses, financial or otherwise, resulting from the unsuitability of a lot for a specific use.

DEVELOPER/OWNER
Brandon Vantosky
3821 21st Street
Lewiston, 83501

SURVEYOR
Bradley Cuddy, PLS 9165
Cuddy & Associates, Inc.
P.O. Box 64
Orfino, ID 83544
(208) 476-4643

13950 Highway 12 Orofino, ID 83544 PROJECT: Vantosky, Brandon SURVEY COMPLETED: 5/23/2025 FILE LAST MODIFIED: 12/22/2025 FILE NAME: Vantosky, Brandon.dwg LOCATION: S.23, 1.35N., R.5W., B.M., Nez Perce Co., ID.	
(208)-476-4643 brad.cuddy@ceconage.net	DRAWN BY: JPF CHECKED BY: BUC SHEET: 1 OF 2

ADMINISTRATIVE PLAT OF VANTOSKY ADDITION

A REPLAT OF LOT 5, BLOCK 105 OF
LEWISTON ORCHARDS TRACT NO. 15

LOCATED IN SECTION 23,
TOWNSHIP 35 NORTH, RANGE 5 WEST,
CITY OF LEWISTON, BOISE MERIDIAN,
NEZ PERCE COUNTY, IDAHO

PLAT NOTES:

1. INDIVIDUAL SEPTIC SYSTEM IS THE ONLY AVAILABLE SEWER OPTION AT THIS TIME.
2. THE AREA OF THE PLAT INCLUDING DEDICATED RIGHT-OF-WAY IS 4.69 ACRES.
THE AREA OF THE PLAT EXCLUDING DEDICATED RIGHT-OF-WAY IS 4.69 ACRES.
3. THE TITLE COMMITMENT LISTED AS R8 DISCLOSED ONE EASEMENT OF RECORDED AS NOTED IN BOOK 149, PAGE 506, SAID EASEMENT HAVING NO SPECIFIC LOCATION OR WIDTH.
4. COORDINATE VALUES ARE REPORTED USING A LOCAL GROUND COORDINATE SYSTEM HOLDING THE PUBLISHED VALUE OF THE CITY OF LEWISTON MONUMENT POINT NO. A16 AS THE ORIGIN. THE ENTIRE DATA SET WAS THEN ROTATED TO MATCH FIELD TIES TO EXISTING MONUMENTS.

NARRATIVE:

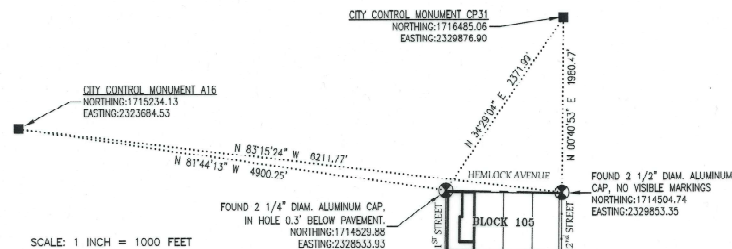
The purpose of this survey was to create two new new lots, and to monument and document the boundaries thereof. Lines shown on this survey were established or reestablished as follows:

1. Four centerline monuments were recovered and held as controlling the centerlines of Hemlock Avenue, Richardson Avenue, 21st Street, and 22nd Street.
2. A monument was recovered and held for the Southwest corner of Block 105.
3. Street centerlines were offset record distances per R1 to determine the extents of Block 105.
4. Lots 5-8 were prorated to account for a small shortage in the length of Block 105.
5. A monument was recovered at the Southeast corner of Block 105 which does not fit with my calculated position by 0.9'. I spoke with surveyor who set the monument (Jason Vanlinder) and he agreed that his monument was out of position. Therefore I did not hold his monument.
6. The new lots were laid out and monumented per the owners desired configuration.

REFERENCES:

No.	Document	By	Inst. No.	Date
R1	Lewiston Orchards Tract No. 15	C.C. Cartlich	CAB 136A	July, 1910
R2	Record of Survey	Gray R. Stone	577247	September 20, 1993
R3	Record of Survey	Gray R. Stone	614902	November 19, 1996
R4	Record of Survey	Gray R. Stone	643540	April 28, 1999
R5	Record of Survey	Terry T. Gidding	812110	May 21, 2013
R6	Record of Survey	Terry T. Gidding	835583	December 2, 2015
R7	Record of Survey	Jason Vanlinder	891402	July 30, 2021
R8	Preliminary Title Commitment	Alliance Title & Escrow - Vantovsky	1010067	October 27, 2025
R9	Warranty Deed (See Reservations)	Balfour-Guthrie Trust Company to Smith	18K149, 1950UR	October 16, 1930
R10	Deed of Trust	Vantovsky, Summit Funding, Inc.	892277	August 26, 2021
R11	Deed of Trust	Vantovsky, United Wholesale Mortgage, LLC	910318	October 6, 2023
R12	Corner Perpetuation & Filing Record	John L. Dunn	768877	May 12, 2009

CITY CONTROL TIES



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OWNERS CERTIFICATE

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE HEREIN DESCRIBED AND PLATTED PROPERTY, AND WE DO HEREBY CERTIFY THAT WE SUBDIVIDED SAID PROPERTY AS INDICATED BY THIS INSTRUMENT. WE ALSO DO HEREBY CERTIFY THAT ALL OF THE LOTS IN THIS PLAT WILL BE ELIGIBLE TO RECEIVE WATER SERVICE, FOR BOTH IRRIGATION AND DOMESTIC USE, FROM THE LEWISTON ORCHARDS IRRIGATION DISTRICT, WHO HAS AGREED IN WRITING TO SERVE ALL OF THE LOTS. WE ALSO DO HEREBY DEDICATE A 10.00 FOOT WIDE UTILITY EASEMENT TO THE CITY OF LEWISTON, AS SHOWN HEREON.

Brandon Vantovsky 2-23-2026
DATE
Brianna Vantovsky 2-23-2026
DATE

CITY ENGINEER

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

Luke Antonich 2/25/26
ENGINEER, CITY OF LEWISTON, IDAHO
P.E. 18362 DATE

CITY SURVEYOR

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

W. T. W. 2-25-2026
SURVEYOR, CITY OF LEWISTON, IDAHO
P.L.S. 10504 DATE

CITY CLERK

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

CLERK, CITY OF LEWISTON, IDAHO DATE

PUBLIC HEALTH-IDAHO NORTH CENTRAL DISTRICT

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

Bonnie Waldman 2-23-26
ENVIRONMENTAL HEALTH SPECIALIST
PUBLIC HEALTH-IDAHO NORTH CENTRAL DISTRICT DATE

COUNTY TREASURER

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

Jamie Sellers-Brockett 2/23/26
TREASURER, NEZ PERCE COUNTY, IDAHO DATE

COUNTY RECORDER

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF NEZ PERCE COUNTY, IDAHO AT THE REQUEST OF _____ THIS _____ DAY OF _____, 2025, AT _____ O'CLOCK _____ M., AND DULY RECORDED IN PLAT BOOK _____ AT PAGES _____ AS INSTRUMENT NUMBER _____.

RECORDER, NEZ PERCE COUNTY, IDAHO

ACKNOWLEDGMENT

STATE OF IDAHO
COUNTY OF NEZ PERCE

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED BRANDON VANTOSKY AND BRIANNA VANTOSKY, KNOWN OR IDENTIFIED BY ME TO BE THE PERSONS WHO EXECUTED THE FOREGOING OWNERS CERTIFICATE, A FREE AND VOLUNTARY ACT.

IN WITNESS THEREOF, THIS 23RD DAY OF February, 2026
I SET MY HAND AND AFFIX MY SEAL.

Coralea Idaho
NOTARY PUBLIC, IN AND FOR THE SAID STATE
604 Bryden Ave, Lewiston ID 83501
RESIDING AT
2-23-2028
MY COMMISSION EXPIRES

DEED OF TRUST CONSENT

MORTGAGE ELECTRONIC REGISTRATION SYSTEM INC. AS BENEFICIARY AS NOMINEE FOR SUMMIT FUNDING, INC. ISADA, MIN #1002411-0611536933-4. IT SUCCESSORS AND ASSIGNS, AS BENEFICIARY OF A DEED OF TRUST RECORDED AUGUST 26, 2021 AS INSTRUMENT NO. 892277, DO HEREBY CONSENT TO THIS SUBDIVISION AND CONDITIONS THEREOF AS EVIDENCED BY THE SIGNATURES OF THE AUTHORIZED SIGNER(S) OF THE CORPORATION BELOW.

Wendy Haire
SIGNATURE DATE February 17, 2026
NAME (PRINTED): Wendy Haire
CORPORATE TITLE: MERS Officer

ACKNOWLEDGMENT

STATE OF ~~OHIO~~) S.S.
COUNTY OF ~~NEZ PERCE~~)
Montgomery

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED Wendy Haire, MERS Officer KNOWN OR IDENTIFIED TO ME TO BE THE AUTHORIZED SIGNER OF Mortgage Electronic Registration System, Inc. (MERS) as IT SUCCESSORS AND ASSIGNS, THE CORPORATION THAT EXECUTED THE FOREGOING DEED OF TRUST CONSENT OR THE PERSONS WHO EXECUTED THE FOREGOING DEED OF TRUST CONSENT ON BEHALF OF SAID CORPORATION, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

IN WITNESS THEREOF, THIS 17TH DAY OF February, 2026, I SET MY HAND AND AFFIX MY SEAL.

NOTARY PUBLIC, IN AND FOR THE STATE OF Ohio

RESIDING AT

MY COMMISSION EXPIRES 02/15/2030



DESCRIPTION OF EXTERIOR PLAT BOUNDARY

A PARCEL OF LAND SITUATE IN SECTION 23, TOWNSHIP 35 NORTH, RANGE 5 WEST, BOISE MERIDIAN, NEZ PERCE COUNTY, STATE OF IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 5 IN BLOCK 105 OF LEWISTON ORCHARDS TRACT NO. 15, OFFICIAL RECORDS OF NEZ PERCE COUNTY, IDAHO.

SUBJECT TO ANY EASEMENTS, WRITTEN OR UNWRITTEN, RECORDED OR UNRECORDED.

SAID PARCEL CONTAINS 4.69 ACRES, MORE OR LESS.

DEVELOPER/OWNER
Brandon Vantovsky
3821 21st Street
Lewiston, 83501

SURVEYOR
Bradley Cuddy, PLS 9165
Cuddy & Associates, Inc.
P.O. Box 64
Orlino, ID 83544
(208) 476-4643

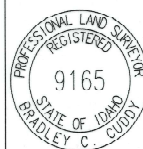
RECORDER'S CERTIFICATE

STATE OF IDAHO } SS
COUNTY OF NEZ PERCE }
FILED FOR RECORD AT _____ M.
AT THE REQUEST OF _____
BY _____ COUNTY RECORDER
DEPUTY
FEES \$ _____
INSTRUMENT NUMBER: _____

SURVEYOR'S CERTIFICATE

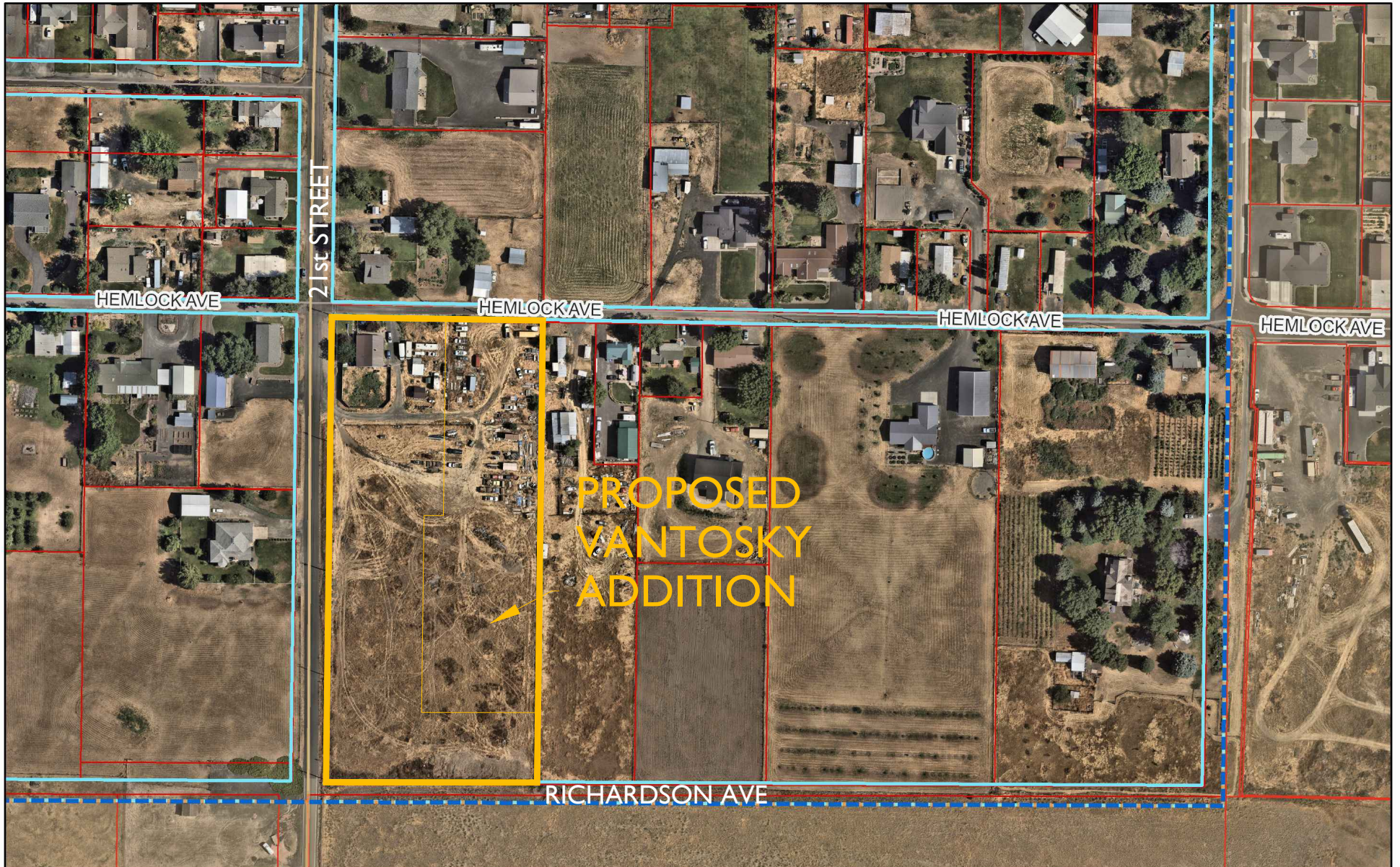
BEING A REGISTERED SURVEYOR, I, BRADLEY C. CUDDY DO HEREBY CERTIFY THAT THIS RECORD OF SURVEY HEREON SHOWN IS ACCURATE AND CORRECT AND WAS COMPILED FROM THE NOTES OF AN ACTUAL SURVEY MADE BY ME AND UNDER MY DIRECTION IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO AND AT THE REQUEST OF BRANDON VANTOSKY.

Bradley Cuddy 02/02/26
BRADLEY C. CUDDY, PLS 9165 DATE



C UDDY & ASSOCIATES, INC. Licensed Surveyors	
13950 Highway 12 Orlino, ID 83544	(208)-476-4643 brad.cuddy@ceda-ridge.net
PROJECT: Vantovsky, Brandon	DRAWN BY: JFF
SURVEY COMPLETED: 5/23/2025	CHECKED BY: BCC
FILE LAST MODIFIED: 12/22/2025	SHEET: 2 OF 2
FILE NAME: Vantovsky, Brandon.dwg	
LOCATION: S.23, T.35N., R.5W., B.M., Nez Perce Co., ID.	

City of Lewiston



2/24/2026, 2:22:36 PM

Primary Street Reference

URBAN COLLECTOR

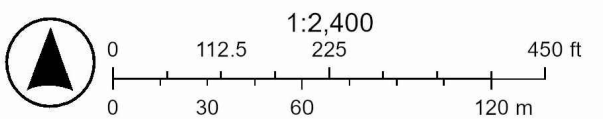
City Limit

Area City Impact

ROW

Street

adSites



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

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

- I. **APPLICATION NUMBER:**
SUBA25-0001
- II. **APPLICANT'S NAME AND ADDRESS:**
Brandon and Brianna Vantosky
3821 21st Street
Lewiston ID, 83501
- III. **IDENTIFICATION AND/OR LOCATION OF SUBJECT PROPERTY:**
A 4.69 Acre parcel of land located at 3821 21st Street, Lewiston, Idaho.
- IV. **IDENTIFICATION OF ZONING DISTRICT AND FUTURE LAND USE DESIGNATION OF SUBJECT PROPERTY:**
Suburban Residential (R-1) Zone, Neighborhood Residential
- V. **DATE OF CONSIDERATION:**
March 9, 2026
- VI. **NAME OF GOVERNING BODY:**
Lewiston City Council
- VII. **NATURE OF SUBJECT APPLICATION:**
Application for approval of subdivision administrative plat.
- VIII. **DECISION:**
The Lewiston City Council **APPROVES SUBA25-0001 – Vantosky Addition – Administrative Plat.**

IX. RELEVANT CONTESTED FACTS RELIED UPON:

The relevant contested facts relied upon are:

None.

X. RELEVANT CRITERIA AND STANDARDS:

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

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

The proposed Vantosky Addition plat is a two lot subdivision of 4.69 acres of land, located east of 21st Street and between Hemlock Avenue on the north and undeveloped Richardson Avenue on the South. An existing single-family dwelling is currently located near the north-west corner of proposed Lot 1 and is occupied by the owners. As this is a simple lot split, and the existing home is owner occupied, frontage improvement requirements for Lot 1 are being waived per the established Public Works policy. Frontage improvement requirements for Lot 2 will need to be satisfied at the time of Lot 2's development. L.O.I.D has water mains in Hemlock Avenue, which provide service to the existing residence, and can also provide service to proposed Lot 2 from its northerly frontage. The existing residence is currently serviced by a septic system. The closest sanitary sewer mains are located approximately 2000 feet to the north, uphill. Both lots will exceed the 1-acre minimum size for septic eligibility. Avista Utilities, Sparklight, and Centurylink/Lumen have also agreed to provide utility service to the new Lot. The parcel is currently zoned R1, and the proposed lots comply with the requirements of that zone. The plat complies with applicable City zoning regulations, the City subdivision code, and Idaho Code Title 50, Chapter 13.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. The proposed subdivision **does** contain ten (10) or fewer lots, all of which **do** have direct access to a pre-existing improved public street. Applicable commentary:

The proposed subdivision contains two lots, both of which comply with the requirements of Section 37.123.2 of City Zoning Code for lot access

10. The proposed subdivision **does not** require any major improvements as provided in the definition of an administrative plat. Said definition states:

Administrative plat: A plat of ten (10) or fewer lots, all of which are in conformance with the zoning ordinance, all of which have direct access to an existing improved public street and not requiring any major improvement. The construction of curb, gutter and sidewalk and street patch-back needed for street widening shall not be considered major improvements. LCC § 32-4. Applicable commentary:

As this is a simple lot split, and the existing home is owner occupied, frontage improvement requirements for Lot 1 are being waived per the established Public Works policy. Frontage improvement requirements for Lot 2 will need to be satisfied at the time of Lot 2's development.

11. The City Engineer **has** issued a written recommendation to the City Council recommending approval of the administrative plat. Applicable commentary:

The City Engineer indicated approval of public improvements, the plat's conformance with the City Subdivision Ordinance, and a recommendation of approval of the subdivision plat to the City Council, by signing the Engineer's Certificate on February 25, 2026

12. The Community Development Department **has** issued a written recommendation to the City Council recommending approval of the administrative plat. Applicable commentary:

The Community Development Department reviewed the plat application and indicated their approval via the City's GovWell review tracking software.

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

Not applicable.

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

Not applicable.

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

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

By: _____
Daniel G. Johnson, Mayor

Date of Signature: _____

ATTEST: _____
Tanya M. Brocke, City Clerk



CITY COUNCIL MEETING AGENDA ITEM SUMMARY

ITEM TITLE RESOLUTION 2026-04	AGENDA NO. VI. B. AGENDA DATE: March 9, 2026
ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.) During a 2024 audit by the State of Idaho's Department of Insurance (DOI), it was noted that the City of Lewiston and City of Lewiston Employee Benefit Trust lacked a service agreement for the City's use of its staff and resources to provide administrative support to the Trust. The DOI recommended that the City and Trust establish a service agreement outlining the services provided, the responsible parties, and a statement regarding charges or fees.	
BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources) None	
ACTION PROPOSED Approve the provided Service Agreement.	

RESOLUTION 2026-04

A RESOLUTION APPROVING THE SERVICE AGREEMENT FOR TRUST, HEALTH PLAN, AND BENEFIT ADMINISTRATION SERVICES PROVIDED BY THE CITY OF LEWISTON TO THE CITY OF LEWISTON EMPLOYEE BENEFIT PLAN TRUST; AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, the City of Lewiston (“City”) has established the City of Lewiston Employee Benefit Plan Trust (“Trust”) pursuant to Chapter 40, Title 41, Idaho Code, for the purpose of providing quality, stable, and financially sound health care benefits to the employees and elected officials of the City and their families; and

WHEREAS, the City, through its designated departments and employees, provides human resource information system resources and administrative services to the Trust, benefits enrollment and support to the City, and administration of the City’s health and wellness benefits plans; and

WHEREAS, the City of Lewiston and the Trust desire to formalize their respective responsibilities and obligations regarding the provision of such services through the approval and execution of a Services Agreement.

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

SECTION 1: The Service Agreement for Trust, Health Plan, and Benefit Administration Services Provided by the City of Lewiston to the City of Lewiston Employee Benefit Plan Trust is hereby approved, and a copy is attached hereto and incorporated herein as Exhibit “A”. The Mayor is hereby authorized to execute said service agreement.

SECTION 2: This resolution shall become effective upon its passage.

PASSED this _____ day of _____ 2026.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

Tanya M. Brocke, City Clerk

EXHIBIT A
to
Resolution 2026-04

**SERVICE AGREEMENT
FOR TRUST, HEALTH PLAN, AND BENEFIT ADMINISTRATION SERVICES
PROVIDED BY THE CITY OF LEWISTON TO THE CITY OF LEWISTON
EMPLOYEE BENEFIT PLAN TRUST**

This Service Agreement is entered as of the Effective Date, by and between the City of Lewiston (“City”), a municipal corporation organized and existing, pursuant to the laws of the State of Idaho, and the City of Lewiston Employee Benefit Plan Trust (“Trust”), a duly formed Self-funded Health Care Plan pursuant to Idaho Code § 41-4001 *et seq.*, providing and administering group health and welfare benefits (“Plan”) to the Trust’s beneficiaries. The Trust’s beneficiaries are the eligible employees and dependents of the City of Lewiston, entitled to health care benefits provided by the Trust. The City and the Trust are collectively referred to herein as the (“Parties,”) and individually referred to herein as a (“Party”).

RECITALS

- A. The Trust, as provided in Idaho Code § 41-4007, is authorized to contract in its own name and engage exclusively in transactions authorized or required by Chapter 40, Title 41, Idaho Code, or reasonably incidental thereto, including contracts for services necessary for Trust administration and Plan operation, and the City, as to provided in Idaho Code § 50-301, is authorized to contract and be contracted with in its own name.
- B. The Trust Agreement, as amended, authorizes vendors, including the City, to provide administrative services to the Trust. The City will provide administrative services pursuant to this Service Agreement to the Trust through certain City departments and/or employees.

AGREEMENT

- 1. Term. The term of this Service Agreement shall be for a period commencing on the Effective Date and shall end on September 30, 2026. Thereafter, the term of this Service Agreement shall automatically renew for a successive one (1) year term on the first day of October of each year thereafter, unless earlier terminated. This Service Agreement may be terminated, with or without cause, upon no less than ninety (90) days written notice given by one Party to the other Party.
- 2. Scope of Services. The City, through its designated departments and employees, shall provide human resource information system resources and administrative services to the Trust, benefits enrollment and support to the City, and the administration of the health and wellness benefits plans. The scope of benefits administration services will include personnel, office space, standard office equipment, access to payroll, benefit, and other human resource information system resources and tools reasonably necessary for the administration of the Trust’s business sand the administration of the health and wellness benefits provided by the Trust. The scope of administrative services to the Trust includes document administration and retention, management of City staff performing day-to-day responsibilities necessary for the management of health and wellness benefits, employer and employee payroll contributions, human resource information system operations, communications to beneficiaries, and any other plan and benefits operations of the Trust.

Services to the Board of Trustees include clerical support necessary for the conduct of meetings under the Open Meetings Law, facilitating meetings, preparing and presenting items for deliberation and action by the Board of Trustees, and carrying out the decisions of the Board. The City's services include working with consultants and vendors, advising on health and wellness benefits and self-funded health care plan options, providing reports on the operation of the Plan, providing financial reports, processing payments to vendors, underwriting analysis with benefits consultants and actuaries, regulatory compliance, and administration of benefits.

3. Data Security and Privacy. Trust Data ("Data") shall include any Trust, Business Associate of the Trust, or employer provided beneficiary information and derivatives therefrom compiled or assembled by the City. The City agrees that use, storage, and access to Data shall be performed with that degree of skill, care, and judgment customarily accepted as professional practices necessary to safeguard the confidentiality, availability, and integrity of Data. If the City has reason to believe that Data may have been accessed, disclosed, or acquired without proper authorization and contrary to the terms of this Service Agreement, the City will as quickly as possible and without unreasonable delay notify the Trust of such data breach (including any destruction, loss, ransomware or other denial of access, or unauthorized access or disclosure) , and shall immediately take such actions as may be necessary to preserve forensic evidence and eliminate the cause of such data breach. The City will give highest priority to resolving the cause of the data breach and shall provide the Trust with all available information necessary to enable the Trust to understand the nature and scope of the data breach. Per Idaho Code § 28-51-105, the City shall provide notice to the Trust and all affected persons as quickly as possible and without unreasonable delay. Such notice must also be consistent with the legitimate needs of law enforcement and any measures necessary to determine the scope of the data breach, to identify the individuals affected, and to restore the reasonable integrity of the system and Data. The City will inform the Trust about what the City has done and plans to do to mitigate any deleterious effect or the unauthorized use or disclosure of, or access to Data. Upon expiration or termination of this Service Agreement, the City shall ensure that no unauthorized disclosure of Trust data occurs and shall follow the Trust's instructions as to the preservation, use, transfer, or destruction of the Trust's Data. The provisions of this Section will survive the expiration or other termination of this Service Agreement, regardless of the cause of such termination.
4. Confidentiality. Except as required by law, or with the consent of the Trust and consistent with applicable law and regulations, the City shall not disclose the Trust's Data. The Trust and the City remain the custodians of their own records and data. Each Party shall direct the lawful disclosure of its own records and data, including the services each performs for the other under the terms of this Service Agreement, consistent with applicable federal, state, and local laws, ordinances, and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996, as amended.
5. Time of Performance. All services and work described in the Scope of Services shall be completed within a reasonable time frame as directed by the Chair of the Board of Trustees and consistent with the requirements of the Idaho Department of Insurance.

6. Mutual Hold Harmless. The City shall be responsible for any liability arising from the negligent or other wrongful acts or omissions of its employees, officers, and/or agents arising out of or in connection with this Service Agreement. To the extent allowed by Article VIII, Sections 3 and 4, Idaho Constitution, the City agrees to indemnify and hold the Trust harmless from all liability, loss, damage, or claims, of any description, which results from the negligent or other wrongful acts, errors, or omissions of the City and its employees, officers, and/or agents that the Trust may suffer arising out of or in connection with this Service Agreement to the extent not caused by the Trust's negligent or other wrongful acts, errors, or omissions.

The Trust shall be responsible for any liability arising from the negligent or other wrongful acts or omissions of the Board of Trustees in governing and administering the Trust and its health plans, arising out of or in connection with this Service Agreement. To the extent allowed by Article VIII, Sections 3 and 4, Idaho Constitution, the Trust agrees to indemnify and hold the City harmless from all liability, loss, damage, or claims, of any description, which results from the negligence or other wrongful acts, errors, or omissions of the Board of Trustees in governing and administering the Trust and its health plans that the City may suffer arising out of or in connection with this Service Agreement to the extent not caused by the City's negligence or other wrongful acts, errors or omissions.

7. Insurance. The City shall maintain throughout the term of this Service Agreement Professional Liability Insurance (errors and omissions) and General Commercial Liability insurance, and automobile insurance, in the minimum amount as specified in the Idaho Tort Claims Act set forth in Title 6, Chapter 9 of the Idaho Code.

The Parties acknowledge and agree that to the extent not prohibited by applicable laws, each may provide the insurance required under this Service Agreement through, in whole or in part, self-insurance consistent with applicable Idaho law and regulations. Upon request, each Party shall provide the requesting Party with a Certificate of Insurance, or other proof of coverage evidencing compliance with the requirements of this Section. Notwithstanding anything herein to the contrary, nothing herein shall be construed as a waiver of each Party's protections afforded under the Idaho Tort Claims Act.

8. Dishonesty Insurance or Surety Bond. The City shall specifically identify the City's employees handling receipts and disbursements for the Trust under this Service Agreement so the Trust may obtain and maintain a dishonesty insurance policy with coverage limits or surety bonds in an amount not to exceed \$500,000.00 or such larger limit or amount as may be required by Idaho Code § 41-4014(3). The Trust shall bear the cost of the dishonesty insurance policy or surety bond. This policy or coverage shall only be canceled upon giving no less than thirty (30) days' written notice to the Board of Trustees and to the Director of the Idaho Department of Insurance.
9. Worker's Compensation. The City shall maintain Worker's Compensation Insurance with such coverage limits as required by Idaho law. Evidence of all insurance shall be provided to the Trust within a reasonable time upon request.

10. Declaration of Conflict of Interest. City employees providing services to the Trust under this Service Agreement may be required to each complete a conflict-of-interest statement for the Trust's review upon the Effective Date of this Service Agreement and each year thereafter during the term of this Service Agreement.
11. Independent Contractor. In all matters pertaining to this Service Agreement, the City is an independent contractor, and neither the City nor any officer, employee, or agent of the City will be deemed to be an employee of the Trust. The selection and designation of the personnel to complete work under this Service Agreement shall be made solely by the City.
12. No Compensation. The City agrees to provide the work within the Scope of Services at no cost to the Trust. No invoices will be issued, and the Trust will not be responsible for any payment related to the services performed under this Service Agreement.
13. Notices. All notices required to be given by either of the parties hereto, unless otherwise stated in this Service Agreement, shall be in writing and be deemed communicated when emailed, return receipt requested, or placed in the United States mail, postage prepaid and return receipt requested, addressed as follows:

For the City:

Daniel G. Johnson, Mayor
City of Lewiston
1134 F Street
Lewiston, ID 83501
mayorjohnson@cityoflewiston.org

For the Trust:

City of Lewiston Employee Benefit Plan Trust
Attn: Trust Secretary/Benefits Liaison
c/o City of Lewiston Human Resources Dept.
1134 F Street
Lewiston, ID 83501
nprovince@cityoflewiston.org

Either party may change its address by giving written notice of such change to the other party in the manner provided in this section.

14. Attorney Fees. Should any litigation be commenced between the parties hereto concerning this Service Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorneys' fees as determined by a court of competent jurisdiction. This provision shall survive termination of this Service Agreement by either party.
15. Time is of the Essence. The parties hereto acknowledge and agree that time is strictly of the essence with respect to each term, condition, and provision of this Service Agreement, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of, and a default under, this Service Agreement by the party so failing to perform.
16. Assignment. It is expressly agreed and understood by the parties hereto, that the City shall not have the right to assign or transfer any of its rights or obligations under this Service Agreement except upon the prior written consent of Trust.

17. Discrimination Prohibited. In performing the Services required herein, the City shall not discriminate against any person based on race, color, religion, sex, sexual orientation, gender identity/expression, national origin or ancestry, age, or disability.
18. Reports and Information. At such times and in such forms as the Trust may require, there shall be furnished to the Trust such statements, records, reports, data, and information as the Trust may request pertaining to matters covered by this Service Agreement.
19. Audits and Inspections. At any time during normal business hours and as often as the Trust may deem necessary, there shall be made available to the Trust for examination all of files in the possession of the City maintained with respect to the matters within the Scope of Services or on behalf of Trust. The City of Lewiston shall permit the Trust to audit, examine, and make excerpts or transcripts from such records.
20. Compliance with Laws. In performing the Scope of Services required hereunder, the City of Lewiston shall comply with all applicable federal, state, and local laws, ordinances, and regulations. Without limitation of the foregoing, to the extent applicable, each party shall comply with all applicable rules, regulations, standards, and requirements of the Health Insurance Portability and Accountability Act of 1996, as amended, and other state and federal laws and regulations regarding protection of patient health information.
21. Non-Appropriation. This Service Agreement is contingent upon the Trust receiving the necessary funding to cover the obligations of the Trust. If such funding is not received or appropriated, upon ninety days (90) written notice to the City, the Trust's obligations under this Service Agreement shall cease and each party shall be released from further performance under the contract without any liability to the other party.
22. Construction and Severability. If any part of this Service Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Service Agreement so long as the remainder of the Service Agreement is reasonably capable of completion.
23. Entire Agreement. This Service Agreement constitutes the entire agreement between the Parties on the subject matter of this Service Agreement and all previous statements, representations, or understandings not incorporated herein, except as set forth in the Trust Agreement and or any Administrative Bylaws of the Trust, as each may be amended, shall have no force or effect. This Service Agreement may be amended or changed only by written consent of the parties.
24. Applicable Law. This Service Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho.

Signatures on next page

IN WITNESS WHEREOF, the City and Trust have executed this Service Agreement, effective as of the last date written below.

For the City:

Daniel G. Jonson,
Mayor

Date: _____

ATTEST:

Tanya M. Brocke,
City Clerk

Date: _____

For the Trust:

_____,
Chairman of the Board of Trustees

Date: _____

ATTEST:

_____,
Secretary of Board of Trustees

Date: _____



CITY COUNCIL MEETING AGENDA ITEM SUMMARY

ITEM TITLE RESOLUTION 2026-10	AGENDA NO. VI. C. AGENDA DATE: March 9, 2026
ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.) The city is currently the plan sponsor with Nationwide for the 401a plan, for Fire Reservists. HR has been coordinating with Nationwide to move the plan over to the same Nationwide platform and investments as the city's Nationwide 457 plans. This created a need for a new Service Agreement.	
BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources) None	
ACTION PROPOSED Approval of the Resolution to have the Mayor sign the service agreement and that the HR Director be able to sign any other plan sponsor documents related to this plan.	

RESOLUTION 2026-10

A RESOLUTION APPROVING THE ADMINISTRATIVE SERVICES AGREEMENT FOR THE GOVERNMENTAL 401(a) PLAN OF THE CITY OF LEWISTON, IDAHO FROM NATIONWIDE RETIREMENT SOLUTIONS, INC.; AUTHORIZING THE MAYOR AND HUMAN RESOURCES DIRECTOR TO SIGN THE AGREEMENT AND PLAN DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE

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

SECTION 1: The Administrative Services Agreement for the Governmental 401(a) Plan of the City of Lewiston, Idaho (“Agreement”) between Nationwide Retirement Solutions, Inc. and the City of Lewiston is hereby approved, and a copy is attached hereto and incorporated herein as Exhibit “A”.

SECTION 2: The Mayor is hereby authorized to execute said Agreement and the Human Resources Director is hereby authorized to execute any other plan documents necessary to implement the Agreement.

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

PASSED this _____ day of _____ 2026.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

Tanya M. Brocke, City Clerk

EXHIBIT A
to
Resolution 2026-10

ADMINISTRATIVE SERVICES AGREEMENT FOR THE GOVERNMENTAL 401(a) PLAN OF CITY OF LEWISTON, IDAHO

This Administrative Services Agreement (“Agreement”) is effective as of the date signed by the Plan Sponsor (the “Effective Date”) by and between Nationwide Retirement Solutions, Inc., a Delaware corporation (“Nationwide”) and an affiliate and subsidiary of Nationwide Financial Services, Inc. and City of Lewiston, a municipal corporation of the State of Idaho, the Plan Sponsor (hereinafter “Plan Sponsor”).

WHEREAS, Plan Sponsor, pursuant to and in compliance with the Internal Revenue Code of 1986, as amended (“Code”), established and sponsors the City of Lewiston Governmental 401(a) Plan (“Plan”), a Section 401(a) Plan;

WHEREAS, Plan Sponsor desires to have Nationwide continue to perform the non-discretionary recordkeeping and administrative services described in this Agreement for the Plan (“Administrative Services”); and

WHEREAS, Nationwide desires to provide such Administrative Services subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, Nationwide and Plan Sponsor desire to enter into this Agreement and abide by the terms therein.

1. DESIGNATION

- a. Plan Sponsor designates Nationwide as a non-fiduciary, non-discretionary provider of Administrative Services for the Plan in accordance with the terms of this Agreement.
- b. Plan Sponsor represents that the selection and designation of Nationwide complies with any procurement statutes applicable to Plan Sponsor.
- c. Any duties or services not specifically described herein or delegated in the Plan’s documents as being provided by Nationwide are the responsibility of Plan Sponsor.
- d. Services in addition to those in this Agreement or delegated in the Plan’s documents may be added by mutual agreement of Nationwide and Plan Sponsor.

2. ELIGIBLE EMPLOYER

Plan Sponsor has determined that it is an “eligible employer” and meets the requirements of Code Section 414(d).

3. TERM

This Agreement is effective until terminated in accordance with Section 22.

4. GENERAL

- a. Plan Sponsor adopts Nationwide's established policies and procedures with respect to the administration of 401(a) plans on its administrative system. Nationwide and Plan Sponsor shall mutually agree to any procedures which require customization, *e.g.*, loan procedures.
- b. Plan Sponsor acknowledges and agrees that Nationwide is not responsible for monitoring deferrals to other Section 457, 403(b), 401(a), and/or 414(h) plans, or any defined benefit plans referenced by the Code.
- c. Plan Sponsor acknowledges and agrees that Nationwide is not responsible for monitoring inter-plan coordination between the Plan administered by Nationwide and any other plan which Plan Sponsor may have.
- d. This Agreement does not require, nor will this Agreement be construed as requiring, Nationwide to exercise any discretionary control or authority over the Plan or the assets of the Plan.
- e. This Agreement does not require, nor shall this Agreement be construed as requiring, Nationwide to provide investment, legal, or tax advice to Plan Sponsor or to Plan participants.

5. PLAN SPONSOR RESPONSIBILITIES

- a. Plan Sponsor is responsible for timely providing all information that Plan Sponsor and Nationwide mutually agree is necessary for Nationwide to perform the Administrative Services under this Agreement.
- b. Plan Sponsor is responsible for timely providing updated information regarding Plan participants.
- c. Plan Sponsor is responsible for ensuring that the provided information is accurate and complete. Nationwide is entitled to rely exclusively on the information provided by the Plan Sponsor or the Plan Sponsor's advisors, whether oral or in writing, and will have no responsibility to independently verify the accuracy of that information.
- d. Plan Sponsor acknowledges that inaccurate or late information could result in tax penalties, participant/beneficiary legal claims, or both. Nationwide assumes no responsibility for, and will not have any liability for, any consequences that result from Nationwide's inability to complete its work in the ordinary course of its business due to the failure of the Plan Sponsor to provide accurate and timely information to Nationwide.
- e. Plan Sponsor agrees to be responsible for all maximum deferral limit testing for this Plan.

6. SERVICES RELATED TO PARTICIPANT ENROLLMENT

- a. Plan Sponsor is responsible for determining employees eligible to participate in the Plan.
- b. Nationwide agrees to process the enrollment of employees eligible to participate in the Plan.

- c. Nationwide agrees to conduct enrollment meetings with Plan Sponsor's employees in such number and manner as determined by the parties.
- d. The Plan Sponsor agrees to allow and facilitate the periodic distribution of materials to Participants at the time and in the manner determined by the Plan Sponsor; provided, however, that all reasonable expenses associated with such distribution will be paid by Nationwide.

7. SERVICES WITH RESPECT TO PARTICIPANT PLAN ACCOUNTS AND ACCOUNT ACCESS

- a. Nationwide agrees to establish an account for each enrolled participant, beneficiary, and alternate payee of the Plan (for purposes of this Agreement only, hereinafter referred to as "Participants").
- b. For each Participant account, at a minimum, Nationwide will maintain the following information, if provided:
 - i. Name;
 - ii. Social Security number;
 - iii. Mailing address;
 - iv. Date of birth;
 - v. Current investment allocation direction;
 - vi. Contributions allocated and invested;
 - vii. Investment transfers;
 - viii. Benefit payments;
 - ix. Current account balance;
 - x. Transaction history since funding under the Agreement;
 - xi. Contributions since funding under the Agreement;
 - xii. E-mail address;
 - xiii. Beneficiary designation, if applicable;
 - xiv. Benefit tax withholding information; and
 - xv. Such other information as agreed upon by the Plan Sponsor and Nationwide.
- c. Participants will have the unlimited ability to increase (within the limitations of Code Section 457(b)) or decrease contributions to the 457(b) Plan. Nationwide will process all requests to increase or decrease contribution amounts within five Business Days (The term "Business Day" means each Monday through Friday during the hours the New York Stock Exchange is open for

business. No transactions can be completed on any Business Day after such time as the New York Stock Exchange closes.) of receipt of the request, but the request cannot be effective until the earliest date permissible under the Code or, if later, the date the contribution change can be processed by the Plan Sponsor given Plan Sponsor's payroll processing schedule. Participants will have the ability to exchange existing account balances, in full or in part, and to redirect future contributions from one available investment option to another on any Business Day subject to Nationwide policies and any applicable restrictions or penalties applied by the investment options.

- d. Nationwide will provide reports to the Plan Sponsor within thirty days following the end of each calendar quarter reporting period summarizing the following:
 - i. All Participant activity that transpired during the reporting period;
 - ii. Total contributions allocated to each investment or insurance option under the Plan; and
 - iii. Total withdrawals by Participant. This report shall include the amount, type, and date of withdrawal.
- e. Nationwide will maintain, for a reasonable amount of time, the records necessary to produce any required reports. Plan Sponsor agrees that all related paper and electronic records remains the property of Nationwide.

8. SERVICES RELATED TO PLAN CONTRIBUTIONS

- a. Plan Sponsor agrees to send all Plan contribution information and related funds to Nationwide on a timely basis that complies with all applicable legal requirements.
- b. Plan Sponsor will provide all contribution allocation information with respect to Participant accounts to Nationwide in a mutually agreed upon format. Contribution allocation instructions include direction via electronic sources.
- c. Nationwide will allocate contribution amounts transmitted by Plan Sponsor to Participant accounts in accordance with the latest instructions from Participants or the Plan Sponsor (as applicable) on file with Nationwide, when such instructions are in good order.
- d. Nationwide agrees to post funds received in good order (as defined below) from Plan Sponsor in accordance with the separate funding arrangements between Plan Sponsor and Nationwide or any of its affiliates.
- e. Plan Sponsor may send funds by wire transfer, through an automated clearinghouse, or by check in accordance with written instructions provided by Nationwide. Failure to follow the written instructions provided by Nationwide may result in delay of posting to Participant accounts.
- f. The term "in good order" means the receipt of required information by Nationwide, in a form deemed reasonably acceptable to Nationwide, with respect to the processing of a request or the completion of a task by Nationwide that reasonably requires information from a third party. More specifically, Plan contributions and contribution allocation information must meet all of the following requirements in order to be deemed to be in good order:

- i. All records must include the correct and complete Participant name, Social Security number (or other unique identifier), and the amount to be credited to the participant's account(s);
 - ii. The source of funds must be identified (e.g., mandatory employee contribution, employer contribution);
 - iii. The Plan name and Plan number must be clearly identified;
 - iv. Both the Participant allocation detail and the total contribution amount must be received, and these two totals must match each other; and
 - v. All Participants making or receiving a contribution must have an account established on the recordkeeping system.
- g. If Nationwide determines that the contribution or allocation detail is not in good order ("NIGO"), Nationwide will notify the Plan Sponsor. After such notification, the parties will continue to try to resolve the NIGO status. If the parties do not achieve resolution, Nationwide will return the funds to the Plan Sponsor within thirty Business Days. Nationwide will not be liable for any delay in posting if the Plan Sponsor fails to send the funds representing contribution amounts or contribution allocation information in accordance with Nationwide's instructions to the central processing site designated by Nationwide, or for any delay in posting that results from the receipt of funds and/or contribution allocation that Nationwide determines to be NIGO.
- h. The term "Business Day" means each Monday through Friday during the hours the New York Stock Exchange is open for business. No transactions can be completed on any Business Day after such time as the New York Stock Exchange closes.

9. SERVICES WITH RESPECT TO DISTRIBUTIONS

- a. Nationwide shall make all distributions in accordance with the Plan documents.
- b. Except as provided in subsection d, below, Nationwide shall make all distributions as directed by a Participant or the Plan Sponsor. Participants are responsible for selecting a form of payment from those available under the terms of the Plan and making all other elections regarding available distribution options.
- c. All distributions will be made pro-rata from each of the Participant's investment options and money sources unless directed otherwise by the participant.
- d. Nationwide will provide notice and a distribution form to each Participant attaining age 72 (or such other age as determined by current law) or older in the current calendar year. The notice will inform the Participant that required minimum distributions ("RMD") must begin no later than the April 1 of the calendar year following the later of attainment of age 72 (or such other age as determined by current law) or retirement (subject to the terms of the Plan). Nationwide will automatically distribute the RMD to the Participant if no direction is received from the Participant.

10. TAX REPORTING

- a. For each Participant that has received a benefit payment, Nationwide shall furnish tax reporting forms. The forms will be provided in the manner and time prescribed by federal and state law.
- b. To the extent required by federal and state law, Nationwide will calculate and withhold from each benefit payment federal and state income taxes. Nationwide will report such withholding to the federal and state governments as required by applicable law.
- c. Plan Sponsor will be responsible for all tax reporting requirements for periods before the Effective Date of this Agreement, or after the termination date of this Agreement, unless otherwise agreed to in writing by the parties to this Agreement.

11. UNCLAIMED PROPERTY

Nationwide shall administer Participant and beneficiary unclaimed property funds, including but not limited to uncashed distribution checks and death claims, in accordance with Nationwide's standard unclaimed property procedures.

12. SERVICES RELATED TO PARTICIPANT COMMUNICATION AND EDUCATION

a. Communication and Education

- i. Participant Statements
 1. Participants will receive consolidated quarterly statements detailing their account activity and account balances for the Plan.
 2. Nationwide agrees to mail account statements (by U.S. mail or electronically) to Participants within thirty calendar days after the end of each calendar quarter. This timeframe is contingent upon Nationwide receiving fund returns from the mutual fund providers within four Business Days after the end of each quarter.

b. Website

- i. Participants may access the website via a secured internet site at www.nrsforu.com to review and make changes to their accounts. The website complies with applicable data protection and privacy laws. The website is the exclusive property of Nationwide.
- ii. Using this site, Participants may: (i) obtain information regarding their accounts, and (ii) conduct certain routine transactions with respect to their accounts. The Plan Sponsor authorizes Nationwide to honor instructions regarding such transactions that a Participant submits using the secure Internet site. Nationwide shall implement reasonable physical and technical safeguards to protect personal information made available on its Internet site. Such safeguards shall be no less rigorous than generally accepted industry practices.
- iii. The website is available twenty-four hours a day, except for routine maintenance of the system.

- iv. The Participant website experience will include access to an education library offering investment education. Content is delivered via multiple formats which can include short videos, print materials, and workshop modules.

c. INTERACTIVE VOICE RESPONSE SYSTEM

- i. Nationwide will provide an interactive voice response (IVR) toll free telephone number, which shall be operative twenty-four hours per day, seven days per week, except for routine maintenance of the system.
- ii. Participants will be able to conduct routine Plan transactions and obtain account balance information through the IVR.
- iii. The Plan Sponsor authorizes Nationwide to honor Participant instructions, which may be submitted using the toll-free number, either through the IVR or a live representative.

d. CUSTOMER SERVICE

Nationwide's customer service representatives will be available toll-free to answer Participant questions and process applicable transactions between the hours of 8:00 a.m. and 11:00 p.m. Eastern Time each Monday through Friday, and between the hours of 9:00 a.m. and 6:00 p.m. Eastern Time each Saturday, except for certain holidays as dictated by the New York Stock Exchange holiday trading schedule.

e. PARTICIPANT ENGAGEMENT PROGRAM

- i. Nationwide will provide a personalized communication program (Participant Engagement Program or "PEP") designed to engage Participants in retirement planning and motivate them to take action to improve their financial future. The program may include delivery methods such as email, digital targeting, social targeting, and Direct Mail.
- ii. Use of Third-Party Marketing Firm: Plan Sponsor understands that Nationwide may use a third-party marketing firm to provide the PEP, that the use of a third-party marketing firm may be essential to provide the PEP due to its personalized features, and that such a program cannot be offered without such use. Nationwide shares Participant data with the marketing firm to allow it to target the appropriate retirement plan messages to each Participant based on the Participant's individual characteristics, demographics, and behaviors while considering the Participant's preferences for accessing information, electronically or otherwise, for more impactful delivery.
- iii. Sharing of Participant Data: To facilitate the personalized communication program, Plan Sponsor approves the sharing of data with a third-party marketing firm. Participant data will only be shared with the third-party marketing firm for Plan-related purposes. Only third-party marketing firms that comply with all applicable state and federal privacy laws, including the relevant provisions of the Gramm-Leach-Bliley Act, will be utilized. All Participant data will be secured and protected at all times to avoid unauthorized access, and the third-party marketing firm must agree to abide by all current applicable legal and industry-standard data security and privacy requirements.

13. SERVICES RELATED TO INVESTMENT OPTIONS

- a. Plan Sponsor acknowledges that it has exercised its fiduciary duties in selecting the Plan funding vehicles and the applicable investment line-up under such funding vehicles.
- b. Plan Sponsor agrees to accept the terms and conditions of the annuity contracts, mutual funds, any other investment products, and investment advice agreements after being provided with a copy of same.
- c. With respect to funding vehicles that engage an independent investment advisor to establish and maintain the investment line-up, Plan Sponsor agrees that failure to follow the independent investment advisor's recommendation in accordance with the terms of its agreement with the independent investment advisor will cause Plan Sponsor to become the investment fiduciary for the Plan.
- d. Nationwide agrees to accept contributions to the Plan for investment in the investment options selected by the Plan Sponsor, a product's independent investment advisor, or other responsible Plan fiduciary in its sole discretion and agreed to by Nationwide.

14. ADDITIONAL SERVICES FOR GOVERNMENTAL 401(a) PLAN

Nationwide may provide the following services to the Plan Sponsor for the Plan as mutually agreed upon in writing by the Plan Sponsor and Nationwide:

- Eligible Employee Verification
- Contribution and Forfeiture Allocation
- Contribution Verification
- Vesting Calculation and Maintenance
- Contribution Limit Testing (This will be done on an individual plan basis. Nationwide will not be responsible for monitoring aggregate contribution limits to multiple plans or for reviewing or taking into account contributions to any other plan sponsored by the Plan Sponsor or contributions record kept by another vendor.)

15. COMPENSATION

- a. As compensation for the performance of the Administrative Services provided by Nationwide pursuant to this Agreement, the Plan Sponsor and Nationwide agree that Nationwide shall be entitled to receive an annualized compensation requirement of 0.05% (5 basis points) of the Plan's account value held by Nationwide ("Compensation Requirement") to be calculated and collected according to Nationwide's standard business practices. Nationwide's Compensation Requirement will be taken in the form of an explicit asset fee applied against all Plan assets under management, excluding Plan balances held in the Self-Directed Brokerage Account ("SDBA") and as outstanding Participant loan balances. In addition to the foregoing, the parties acknowledge and agree that Nationwide may receive revenue associated with annuity contracts, revenue from mutual fund providers, as well as fees associated with specific services or products.

- b. The Plan Sponsor acknowledges that Nationwide and its affiliates receive payments in connection with the sale and servicing of investments allocated to participant Plan accounts (“Investment Option Payments”). The Investment Option Payments include mutual fund service fee payments as described in detail at www.nrsforu.com, and other payments received from investment option providers. The Plan Sponsor directs Nationwide to credit all Investment Option Payments to participant accounts on a quarterly basis. The Investment Option Payments shall be credited to participant accounts on a pro-rata basis based on each participant’s total assets held in all Plan investment options that generated the Investment Option Payments.

- c. The Plan Sponsor acknowledges that it has received all information about compensation paid to Nationwide as the Plan Sponsor has reasonably requested and has determined that the total amount of compensation paid to Nationwide as described in this Section 15 is reasonable and appropriate for the services provided.

- d. To the extent offered under the Plan, in addition to the above described fees, Nationwide shall also receive fees with respect to a Participant’s use of Participant loan administration, the Self-Directed Brokerage Account (“SDBA”), and Nationwide’s managed account service (“ProAccount”) as follows:
 - i. Loans – If requested by the Plan Sponsor and permitted under the terms of the Plan, Nationwide will assist the Plan Sponsor in processing Participant loan requests pursuant to Participant loan administrative procedures approved by the Plan Sponsor and Nationwide. All Participant loan fees are governed by Nationwide’s Plan Loan Procedures document, a copy of which has been provided to the Plan Sponsor.

 - ii. Self-Directed Brokerage Account – The Plan offers an SDBA investment option for qualifying participants in the Plan. Initial and annual administrative fees may be charged as outlined in the separate fee agreement for the SDBA that will be provided to each Participant by Nationwide.

 - iii. Managed account services - Managed account services are offered by Morningstar or Nationwide Investment Advisors (“NIA”), an affiliate of Nationwide, and the Plan Sponsor must execute a separate agreement with Morningstar or NIA if the Plan Sponsor wants to add managed account services to the Plan. Only participants who choose to utilize the managed account service are assessed fees. Such fees are authorized in a separate agreement between the participant and Morningstar or NIA and are assessed pursuant to the terms and conditions of such agreement.

Fees related to participant loans, the SDBA and Nationwide ProAccount are in addition to the fees in Sections 15 a.

- e. Plan Sponsor may request Nationwide and/or its affiliates to provide additional services not described in this Agreement by making such a request in writing, which Nationwide may decide to perform for compensation to be negotiated by the parties prior to the commencement of the additional services.

16. FRAUD

- a. Nationwide will investigate suspected fraud in accordance with its standard procedures.
- b. Nationwide will report any fraud that is confirmed after performing its investigation to Plan Sponsor.
- c. Nationwide will work with Plan Sponsor to determine the appropriate action to mitigate or rectify any discovered fraud.
- d. If Nationwide suspects fraud with respect to an ACH transfer, Plan Sponsor agrees that Nationwide may issue a physical check to the Participant instead.

17. ASSIGNABILITY AND PROVISION OF SERVICES

- a. Excepted as otherwise specifically provided for in this Agreement, Plan Sponsor acknowledges that the Administrative Services under this agreement will be performed by Nationwide or one of its affiliates.
- b. Except as provided for in Subsection “a”, above, no party to the Agreement will assign the performance of services without the express written consent of the other party, which consent shall not be unreasonably withheld. Unless agreed to by the parties, such assignment shall not relieve any party to this Agreement of any duties or responsibilities herein. This provision does not restrict Nationwide’s right to delegate certain services to agents, affiliates, and vendors.

18. CONFIDENTIALITY

- a. Nationwide agrees to maintain all information obtained from or related to all Plan Participants as confidential.
- b. Plan Sponsor authorizes Nationwide to disclose Plan and employee information to its agents, affiliates, vendors, brokers, registered representatives, and professional advisors (such as attorneys, accountants, and actuaries) to enable or assist them in the performance of their duties hereunder and other plan-related activities.
- c. Plan Sponsor agrees to allow the periodic distribution to its employees of materials prepared by Nationwide regarding products and services offered by Nationwide, or its affiliates, which Nationwide reasonably believes would be beneficial to such Plan Participants.
- d. Except as provided for in Sections 12(e) and 18(b), Plan Sponsor agrees that Plan and Participant information may also be used or disclosed by Nationwide to other third parties pursuant to a written authorization signed by Plan Sponsor.
- e. Notwithstanding anything to the contrary contained herein, it is expressly understood that Nationwide retains the right to use any and all information in its possession in connection with its defense and/or prosecution of any litigation that may arise in connection with the Agreement, the investment arrangement funding the Plan; provided, however, in no event will Nationwide release any information to any person or entity except as permitted by applicable law.

19. INDEMNIFICATION

- a. Nationwide agrees to indemnify, defend and hold harmless Plan Sponsor, its officers, directors, agents, and employees from and against any loss, damage or liability assessed against Plan Sponsor or incurred by Plan Sponsor arising out of or in connection with any claim, action, or suit brought or asserted against Plan Sponsor alleging or involving Nationwide's non-performance of the provisions of the Agreement under Nationwide's exclusive control, or negligence or willful misconduct in the performance of its services, duties and obligations under the Agreement. In addition, Nationwide represents, warrants, and covenants that the indemnification in this paragraph is enforceable under applicable law and that Nationwide will not assert a position contrary to such representation in any judicial or administrative proceeding.
- b. To the extent not prohibited by state law, Plan Sponsor agrees to indemnify, defend and hold harmless Nationwide, its officers, directors, agents, and employees from and against any loss, damage or liability assessed against Nationwide or incurred by Nationwide arising out of or in connection with any claim, action, or suit brought or asserted against Nationwide alleging or involving Plan Sponsor's non-performance of the provisions of the Agreement under Plan Sponsor's exclusive control, or negligence or willful misconduct in the performance of its duties and obligations under this Agreement. In addition, Plan Sponsor represents, warrants, and covenants that the indemnification in this paragraph is enforceable under applicable law and that Plan Sponsor will not assert a position contrary to such representation in any judicial or administrative proceeding.

20. PARTIES BOUND

This Agreement and the provisions thereof shall be binding upon and shall inure to the benefit of the successors and assigns of Nationwide and Plan Sponsor. This Agreement shall be enforceable only by the parties, not by Plan Participants or other third parties, and is intended to create no third-party beneficiaries.

21. MODIFICATION

- a. The parties intend this writing to be both the final expression of the Agreement between the parties and a complete statement of the terms of the Agreement. Notwithstanding anything contained herein to the contrary, the parties may amend the Agreement from time to time and as mutually agreed upon. Except as otherwise provided herein, no modification of the Agreement will be effective unless and until such modification is evidenced by a writing signed by both parties.
- b. Notwithstanding the above, if Nationwide determines that an amendment to the Agreement is necessary that affects more than one plan sponsor and this change is communicated in writing to all affected plan sponsors, Nationwide reserves the right to implement the amendment on a prospective basis for any plan whose plan sponsor fails to respond to the request for written approval of the amendment in a timely fashion. Plan Sponsor hereby approves all such amendments unless a proper and timely response is made to Nationwide regarding any Agreement modification communicated to Plan Sponsor.

22. TERMINATION

- a. Either the Plan Sponsor or Nationwide may terminate the Agreement for any reason upon providing 120 days written notice to the other party.
- b. In the event either party fails to perform any or all of its obligations as defined in the Agreement, the non-defaulting party shall give the defaulting party written notice, specifying the particulars of the default. If such default is not cured within sixty days from the date in which notice of default is given, the non-defaulting party may terminate the Agreement upon 60 days written notice to the defaulting party.
- c. Provision of such written notice of termination by Plan Sponsor to Nationwide does not relieve the Plan Sponsor of any termination requirements that may be associated with specific investment options.
- d. Plan Sponsor further acknowledges and agrees that the Plan is responsible for any investment product liquidation fees, if applicable, and that neither Nationwide nor any of its affiliates assumes liability for any such fees.
- e. Upon the effective date of termination of this Agreement the following shall occur:
 - i. Nationwide will no longer accept contributions to the Plan except by agreement of the parties.
 - ii. Nationwide will:
 - a. Provide Plan Sponsor, or such other entity as the Plan Sponsor may designate in writing, with a copy of all Participant records in an electronic format and within a time frame as mutually agreed upon between Nationwide and Plan Sponsor.
 - b. Transfer any periodic distribution amounts and schedules, continuing loan repayments, or other ongoing Participant transactional activity to the Plan Sponsor, or such other entity as the Plan Sponsor may designate in writing, in accordance with the time frame agreed to by the parties for the delivery of Participant records.
 - c. Transfer all Plan assets under its control to the Plan Sponsor or to such other entity as the Plan Sponsor may designate in writing in accordance with the funding arrangement terms. Nationwide agrees to provide a final accounting of all Plan assets for which Nationwide provides recordkeeping.
- f. If the Plan is not funded within 180 days of the date this Agreement is signed by the parties or the Effective Date of the Agreement, if later, Nationwide reserves the right to terminate the Agreement by providing written notice of the termination to Plan Sponsor.

23. CIRCUMSTANCES EXCUSING PERFORMANCE

- a. Neither party to the Agreement will be in default by reason of failure to perform in accordance with its terms if such failure arises out of causes beyond their reasonable control and without fault or negligence on their part. Such causes may include, but are not limited to, Acts of God

or public enemy, acts of the government in its sovereign or contractual capacity, severe malware or cyber-attack, fires, floods, epidemics, quarantine or restrictions, freight embargoes, and unusually severe weather.

- b. Neither party will be responsible for performing all of that portion of services precluded by the foregoing events for such period of time as Plan Sponsor or Nationwide are precluded from performing such services in the normal course of business. Neither Nationwide nor Plan Sponsor will be liable for lost profits, losses, damage, or injury, including without limitation, special or consequential damages, resulting in whole or in part from the foregoing events.
- c. "Acts of God" are defined as acts, events, happenings, or occurrences due exclusively to natural causes and inevitable accident or disaster, exclusive from all human intervention.

24. NO WAIVER

The failure of either party to enforce any provision of the Agreement will not be construed as a waiver of that provision or of any other provision in the Agreement. Either party may, at any time, enforce a provision previously unenforced, unless a modification to the Agreement has been executed that makes such provision unenforceable.

25. SEVERABILITY

Any provision of the Agreement which is prohibited or unenforceable in any jurisdiction where performance is required will be ineffective to the extent such provision is prohibited or unenforceable without invalidating the remaining provisions. Any prohibited or unenforceable provision in any one jurisdiction will not prohibit or render unenforceable such provision in any other jurisdiction.

26. AUTHORIZED PERSONS

Plan Sponsor will furnish a list to Nationwide (and from time to time whenever there are changes therein) of the individuals authorized to transmit instruction to Nationwide concerning the Plan and/or assets in the Plan, and written direction regarding the form of such instructions.

27. COMPLIANCE WITH LAWS

Both Plan Sponsor and Nationwide agree to comply, in their respective roles under this Agreement, in all material respects with all applicable federal laws and regulations as they affect the Plan and the administration thereof. Nothing contained herein will be construed to prohibit either party from performing any act or not performing any act as either may be required by statute, court decision, or other authority having jurisdiction thereof.

28. SURVIVAL OF REPRESENTATIONS, WARRANTIES, INDEMNITY, AND CONFIDENTIALITY

- a. Notwithstanding anything to the contrary, any representations and warranties contained herein will survive termination of the Agreement for the full period of any applicable statute of limitations that may apply to the Agreement. Further, the party making any representation or warranty shall notify the other party in writing within five business days of any representation or warranty that is no longer valid.

- b. Notwithstanding anything to the contrary, any indemnity provisions contained herein will survive the termination of the Agreement for the full period of any applicable statute of limitations that may apply to the Agreement.
- c. Notwithstanding anything to the contrary, any confidentiality provisions contained herein will survive the termination of the Agreement for the full period of any applicable statute of limitations that may apply to the Agreement.

29. PRIVITY OF CONTRACT

Plan Sponsor acknowledges and agrees that Nationwide and Participants of the Plan have no privity of contract with each other.

30. APPLICABLE LAW AND VENUE

This agreement will be construed in accordance with the laws operating within the State of Idaho.

31. ATTORNEY'S FEES

Each party agrees that in the event of a claim, arbitration, or lawsuit filed by a party to this Agreement, each party will be responsible for its own attorneys' fees and/or any costs or expenses related to the bringing or defense of any such claim, arbitration, or lawsuit.

32. HEADINGS

The headings of articles, paragraphs, and sections are included for convenience only and will not be considered by either party in construing the meaning of the Agreement.

33. NOTICES

All notices and demands to be given by one party to another must be given by certified or United States mail, addressed to the party to be notified or upon whom a demand is being made, at the addresses set forth in this Agreement or such other place as either party may, from time to time, designate in writing to the other party. Notice will be deemed received on the earlier of: (1) three days from the date of mailing, or (2) the day the notice is actually received by the party to whom the notice was sent.

If to Nationwide:	Nationwide Retirement Solutions, Inc. Three Nationwide Plaza, 3-06-302 245 N High Street Columbus, Ohio 43215
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If to Plan Sponsor:	City of Lewiston 1134 F Street Lewiston, ID 83501 Attn: _Nikki Province
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34. STATE OF IDAHO REQUIREMENTS

The following provisions are required by Idaho law and are included solely for compliance purposes:

- a. Anti-Boycott Against Israel (Idaho Code § 67-2346): If applicable, Nationwide certifies it is not, and will not during this Agreement be, engaged in a boycott of goods or services from Israel or territories under Israel’s control.
- b. No Public Funds for Abortion (Idaho Code §§ 18-8701 et seq.): Nationwide certifies it is not, and will not during this Agreement become, an abortion provider or affiliate of an abortion provider.
- c. Contracts with Companies Owned/Operated by Government of China Prohibited (Idaho Code § 67-2359): If applicable, Nationwide certifies it is not, and will not during this Agreement be, owned or operated by the government of China.
- d. Prohibition on Contracts with Companies Boycotting Certain Sectors (Idaho Code § 67-2347A): If applicable, Nationwide certifies it is not, and will not during this Agreement be, engaged in a boycott of any company or individual in the energy, natural resources, agriculture, or firearms sectors.

By executing this agreement, Plan Sponsor represents and warrants that it is an “eligible employer,” as that term is defined in Code Section 414(d), which means “a State, political subdivision of a State, and any agency or instrumentality of a State or political subdivision of a State.”

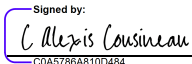
IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date signed below by the Plan Sponsor.

Nationwide Retirement Solutions, Inc.

City of Lewiston
Plan Sponsor

By:

Signed by:



COA5786A810D484...

Name: C Alexis Cousineau
Title: AVP, Operations
Date: 2/27/2026

By: _____
Name: _____
Title: _____
Date: _____



CITY COUNCIL MEETING AGENDA ITEM SUMMARY

ITEM TITLE ASSIGNED BUILDING FUND REQUEST	AGENDA NO. VI. D. AGENDA DATE: March 9, 2026
ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.) Fiscal Year 2025 Orchards Pool - Separation gap was identified on the bottom of the vessel Bert Lipps Pool - Assessment indicated a strong potential for restoration as a community asset On-site inspection and review conducted in July 2025 and pressure testing conducted in September 2025 Fiscal Year 2026 The director presented options for consideration to Council on 3 November 2025. Council support for course of action #3 was received. Option 3 (Recommended): Approve funding to support both community pool locations Bring Bert Lipps Pool back online and patch Orchards Pool temporarily. Estimated total cost: \$398,900 The director presented and received approval for award of RFP-26-007 in the amount of \$294,469.34 for new pool liners for both vessels at Bert Lipps Pool	
BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources) \$104,430 from Assigned Building Fund for Bert Lipps and \$26,550 from the General Facility Maintenance budget.	
ACTION PROPOSED Authorize use of \$104,430 from Assigned Building Fund to support Bert Lipps projects.	

Community Pools

Request for Support

Justin L. Glenn, CPRP
Director, Parks and
Recreation



Bert Lipps Pool



Orchards Pool



Current Status

- **Request for Support of \$104,430 from Assigned Building Fund to complete projects at Bert Lipps Pool.**

Bert Lipps Pool –

- **Pool house and deck repairs estimated total \$101,400**
- Overgrown vegetation and unsafe trees removed/trimmed
- Cleared out “abandoned” furniture, fixtures and equipment from pool house
- New roof membrane completed
- **In-house pool deck drain repair estimated at \$3,030 (parts)**

Orchards Pool –

- Replacement Lifeguard Chairs procured to ensure safety of Lifeguard staff
- Prep work for flange and pipe repairs in pump room and at main vessel conducted
- **Determined that additional ask of \$26,550 can now be absorbed into normal operational budget for Facility Maintenance (no impact to Assigned Building Fund)**



History of Project

Fiscal Year 2025

- Orchards Pool - Separation gap was identified on the bottom of the vessel
- Bert Lipps Pool - Assessment indicated a strong potential for restoration as a community asset
- On-site inspection and review conducted in July 2025 and pressure testing conducted in September 2025

Fiscal Year 2026

- Director presented options for consideration to Council on 3 November 2025, Council support for course of action #3 was received.
 - Option 3 (Recommended):
 - Approve funding to support both community pool locations
 - Bring Bert Lipps Pool back online and patch Orchards Pool temporarily
 - **Estimated total cost: \$398,900**
- Director presented and received approval for award of **RFP-26-007 in the amount of \$294,469.34** for new pool liners for both vessels at Bert Lipps Pool

Bert Lipps Pool House



Main Entrance

Customer service area



Hallway facing women's
changing area



Bert Lipps Pool House – Cont.



Hallway facing men's
changing area

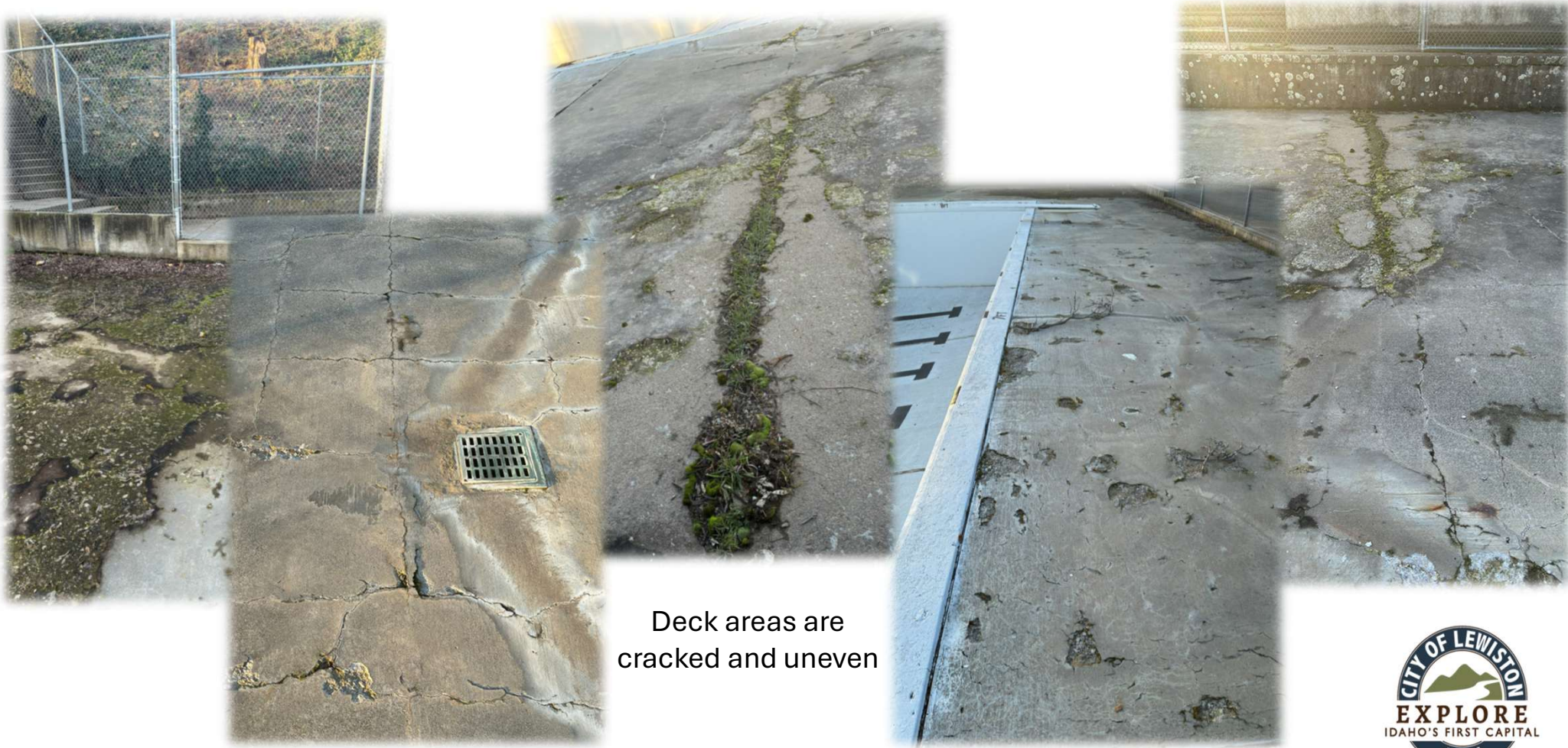
Lifeguard area and office



Women's shower space



Bert Lipps Pool Deck



Deck areas are cracked and uneven



Estimated Costs to Repair and Renovate

Bert Lipps	Estimated Costs
Paint and Patch Pool House	\$32,000
Pool Deck Repairs	\$55,000
Pool House Floors	\$14,400
Drainpipe Repairs	\$3,030 (in-house)
Total	\$104, 430

Orchards	Estimated Costs
Expansion Joint Repair	\$14,000
Pool Deck Repairs	\$8,250
Misc. Pipe Repairs	\$4,300 (in-house)
Total	*\$26,550

* Denotes General Fund Facility Maintenance Expense

Request for Support

- Community pools promote physical health through low-impact exercise, improving mental well-being via stress reduction and increase social interaction.
- Public safety is improved through providing a supervised environment for swimming lessons and drowning prevention
- Having a clean, safe and modern facility will drive utilization and revenue support to sustain operations and programming into the future
- Upon approval we will aggressively pursue vendors to support completion of work with intent to have Bert Lipps open during the Summer of 2026

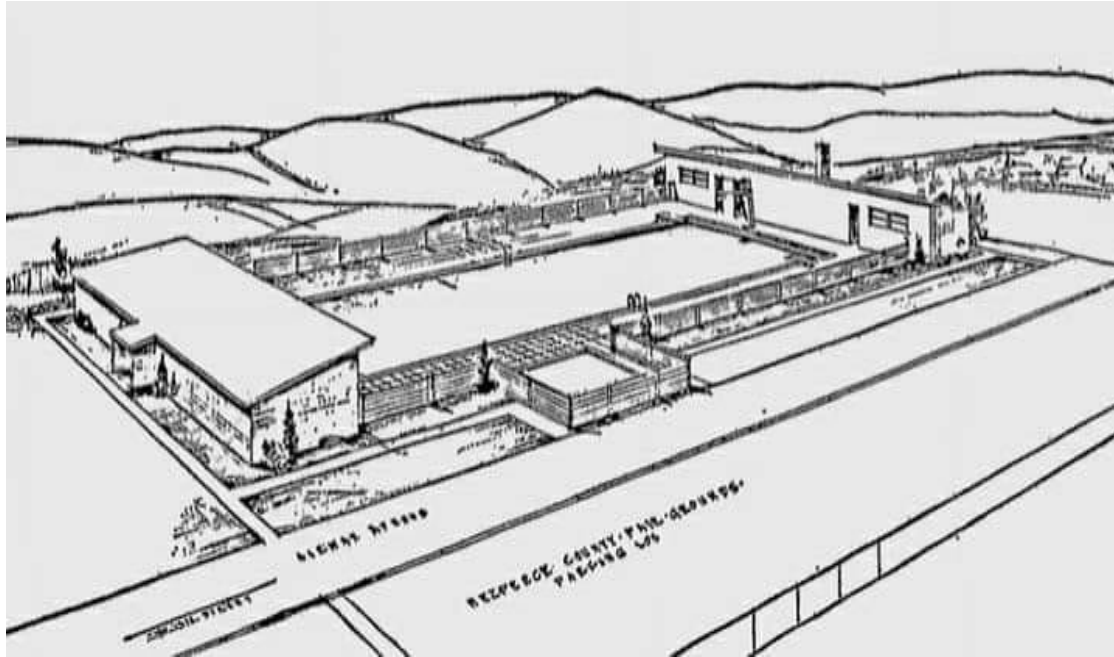
Recommendation: Support request for \$104,430 from Assigned Building Fund to complete safety and modernization projects at Bert Lipps Pool.



QUESTIONS?



Preserving Community Institutions

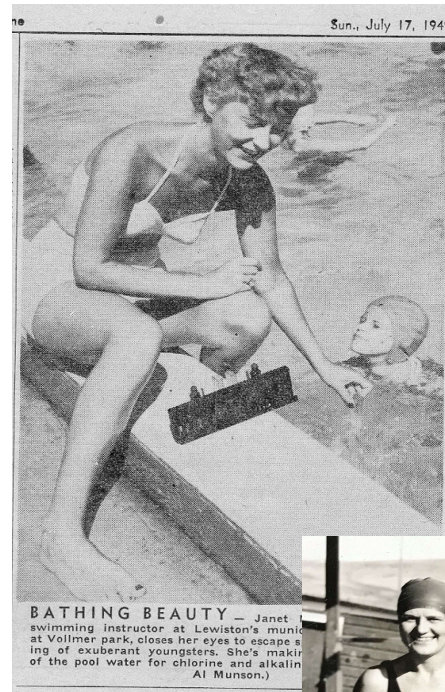


Local architect William Parr's plan for the swimming pool in the Orchards, September 1967

The Orchards swimming pool in Lewiston, Idaho, was built in 1968 after a community effort and is located on land donated by the school district. The facility was planned as a second municipal pool to serve the growing Orchards neighborhood, supplementing the city's first pool, which was dedicated two decades earlier..



Preserving Community Institutions



Bert Lipps Pool, built in 1947, supported generational safety and recreation opportunities to the City of Lewiston. Highlights include supporting swim teams (including a water ballet!), delivering thousands of swim lessons, first aid and CPR trainings, and was used to teach log rolling beginning in 1964. Named after Wilberta "Bert" Lipps who established the American Red Cross swimming program at the then Lewiston Municipal Pool.



CITY COUNCIL MEETING AGENDA ITEM SUMMARY

ITEM TITLE BID AWARD FOR IFB-26-009	AGENDA NO. VI. E. AGENDA DATE: March 9, 2026
ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.) On February 17, 2026, the City received four bids for the referenced project, all four were responsive. The itemized bids, along with the Engineer's estimate, are provided in the attached Bid Tabulation. Public Works recommends awarding the contract to the lowest responsive bidder, M.L. Albright & Sons, Inc. of Lewiston, Idaho, with a total bid of \$231,526.40. This bid is lower than the Engineer's estimate of \$313,742. The Engineer's estimate was developed using the Idaho Transportation Department's Average Unit Price Report and City of Lewiston's historical project data. The project is located at the Lewiston Transfer Station and at Wild Dove Way cul-de-sac. Work includes the removal of asphalt pavement, excavation to subgrade, placement of subgrade separation geotextile, aggregate base and asphalt pavement. Work also includes concrete curb, pavement markings & striping, and construction of temporary access. Project design and construction engineering services are provided by City staff. Construction is funded by Sanitation.	
BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources) The Fiscal Year 2026 Budget includes \$150,000 allocated for the Wild Dove Way cul-de-sac project. As both projects were designed in-house, resulting in reduced overall project costs; it was recommended that they be combined and advertised for bid together. This approach was intended to improve efficiency and help minimize construction expenses. To fully fund the contract award to M.L. Albright & Sons, Inc., a budget amendment for the amount of \$81,526.40 is required. Sufficient funds are available in the Sanitation Reserves to cover the amendment.	
ACTION PROPOSED	

Staff recommends Council approval and authorizing the Mayor to execute the Construction Contract with M.L. Albright & Sons, Inc. for \$231,526.40 for the Transfer Station Access & Wild Dove Way cul-de-sac.

Project: Transfer Station Access & Wild Dove Cul-De-Sac (IFB-26-009)
BID TABULATION -- Bid Opening: February 17, 2026 - 2:00 PM

					<i>Engineer's Estimate</i>		<i>Crea Construction, Inc. Lewiston, ID</i>		<i>McCall's Classic Const. Lewiston, ID</i>		<i>M.L. Albright & Sons, Inc. Lewiston, ID</i>		<i>Motley Motley, Inc. Pullman, Wa</i>	
Item No.	ISPCW Item No.	Description	Unit	QTY	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Schedule A - Transfer Station Access														
1	210.4.1.D.1	Removal of Asphalt Pavement	SY	2,207	\$10	\$22,070.00	\$2.70	\$5,958.90	\$3.90	\$8,607.30	\$2.00	\$4,414.00	\$7.00	\$15,449.00
2	202.4.1.C.1	Excavation	SY	2,233	\$10	\$22,330.00	\$5.20	\$11,611.60	\$3.90	\$8,708.70	\$4.50	\$10,048.50	\$5.00	\$11,165.00
3	802.4.1.B.1	Crushed Aggregate for Base, 3/4" Type 1 (6" Thickness)	TON	751	\$40	\$30,040.00	\$41.00	\$30,791.00	\$28.80	\$21,628.80	\$38.00	\$28,538.00	\$40.00	\$30,040.00
4	810.4.1.A.3	Plant Mix Pavement, SP-3, PG 64-28, 1/2" AGG. Plus 0.5% Anti-Strip Add. (3" Thickness)	SY	2,093	\$30	\$62,790.00	\$24.50	\$51,278.50	\$25.20	\$52,743.60	\$21.30	\$44,580.90	\$26.23	\$54,899.39
5	1103.4.1.A.1	Construction Traffic Control	LS	1	\$7,000	\$7,000.00	\$1,400.00	\$1,400.00	\$3,000.00	\$3,000.00	\$750.00	\$750.00	\$2,700.00	\$2,700.00
6	1104.4.1.A.1	Pavement Line Paint (4" Double Yellow)	SF	290	\$3	\$870.00	\$4.80	\$1,392.00	\$6.00	\$1,740.00	\$4.50	\$1,305.00	\$1.20	\$348.00
7	1104.4.1.B.1	Thermoplastic Pavement Markings (STOP and Stop Lines)	SF	80.8	\$20	\$1,616.00	\$30.00	\$2,424.00	\$33.60	\$2,714.88	\$27.50	\$2,222.00	\$28.00	\$2,262.40
8	2010.4.1.A.1	Mobilization	LS	1	\$30,000	\$30,000.00	\$20,500.00	\$20,500.00	\$7,800.00	\$7,800.00	\$13,000.00	\$13,000.00	\$14,723.00	\$14,723.00
9	2050.4.1.C.1	Subgrade Separation Geotextile (Tensar NX750)	SY	2,093	\$7	\$14,651.00	\$8.80	\$18,418.40	\$12.00	\$25,116.00	\$3.00	\$6,279.00	\$8.00	\$16,744.00
10	SP.1	Temporary Access	LS	1	\$5,000	\$5,000.00	\$12,000.00	\$12,000.00	\$6,600.00	\$6,600.00	\$7,300.00	\$7,300.00	\$12,260.00	\$12,260.00
11	SP.2	Remove and Reset Concrete Jersey Barriers	LS	1	\$5,000	\$5,000.00	\$2,400.00	\$2,400.00	\$5,400.00	\$5,400.00	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00
12	SP.3	Construction Surveying	LS	1	\$10,000	\$10,000.00	\$3,000.00	\$3,000.00	\$23,400.00	\$23,400.00	\$4,000.00	\$4,000.00	\$1,820.00	\$1,820.00
Schedule B - Wild Dove Cul-De-Sac														
13	201.4.1.C.1	Removal of Obstructions	LS	1	\$8,500	\$8,500.00	\$2,700.00	\$2,700.00	\$14,400.00	\$14,400.00	\$5,750.00	\$5,750.00	\$2,550.00	\$2,550.00
14	601.4.1.A.17	Storm Drain Culvert, 12" Corrugated Polyethylene	LF	10	\$100	\$1,000.00	\$115.00	\$1,150.00	\$60.00	\$600.00	\$105.00	\$1,050.00	\$77.00	\$770.00
15	706.4.1.A.5	Standard 6" Vertical Curb & Gutter (City Std Dwg 2-9)	LF	299	\$80	\$23,920.00	\$76.00	\$22,724.00	\$39.00	\$11,661.00	\$60.00	\$17,940.00	\$47.00	\$14,053.00
16	706.4.1.A.13	Inlet Apron (City Std Dwg 2-3)	EA	1	\$400	\$400.00	\$550.00	\$550.00	\$900.00	\$900.00	\$400.00	\$400.00	\$650.00	\$650.00
17	706.4.1.F.1	Concrete Driveway Approach, Thickness 6"	SY	35	\$130	\$4,550.00	\$276.00	\$9,660.00	\$150.00	\$5,250.00	\$250.00	\$8,750.00	\$200.00	\$7,000.00
18	801.4.1.B.1	3" Minus Uncrushed Aggregate Base	TON	12	\$60	\$720.00	\$200.00	\$2,400.00	\$60.00	\$720.00	\$134.00	\$1,608.00	\$90.00	\$1,080.00
19	802.4.1.B.1	Crushed Aggregate for Base, 3/4" Type 1	TON	200	\$40	\$8,000.00	\$42.00	\$8,400.00	\$28.80	\$5,760.00	\$46.00	\$9,200.00	\$52.00	\$10,400.00
20	810.4.1.A.3	Plant Mix Pavement, SP-3, PG 64-28, 1/2" AGG. Plus 0.5% Anti-Strip Add. (4" Thickness)	SY	751	\$35	\$26,285.00	\$46.00	\$34,546.00	\$48.00	\$36,048.00	\$41.00	\$30,791.00	\$34.95	\$26,247.45
21	1103.4.1.A.1	Construction Traffic Control	LS	1	\$5,000	\$5,000.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,000.00	\$1,000.00	\$4,000.00	\$4,000.00
22	2010.4.1.A.1	Mobilization	LS	1	\$15,000	\$15,000.00	\$22,000.00	\$22,000.00	\$5,400.00	\$5,400.00	\$16,000.00	\$16,000.00	\$17,254.30	\$17,254.30
23	2030.4.1.C.1	Valve Box, Water, Adjust to Grade	EA	3	\$1,000	\$3,000.00	\$600.00	\$1,800.00	\$900.00	\$2,700.00	\$1,200.00	\$3,600.00	\$635.00	\$1,905.00
24	SP.3	Construction Surveying	LS	1	\$5,000	\$5,000.00	\$3,700.00	\$3,700.00	\$22,200.00	\$22,200.00	\$4,500.00	\$4,500.00	\$1,820.00	\$1,820.00
25	SP.4	Outlet Dissipation Area (River Rock Supplied)	LS	1	\$1,000	\$1,000.00	\$1,800.00	\$1,800.00	\$2,400.00	\$2,400.00	\$3,500.00	\$3,500.00	\$1,740.00	\$1,740.00
TOTAL BID					\$313,742.00		\$274,404.40		\$277,298.28		\$231,526.40		\$253,880.54	

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between City of Lewiston, an Idaho municipal corporation ("Owner") and M.L. Albright & Sons, Inc. ("Contractor"), an Idaho general business corporation.

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Removal of asphalt pavement, excavation to subgrade, placement of subgrade separation geotextile, aggregate base and asphalt pavement. Work also includes pavement markings & striping, and construction of temporary access.

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Transfer Station Access & Wild Dove Cul-De-Sac (IFB-26-009)**

ARTICLE 3—ENGINEER

- 3.01 The Owner's Engineer, Alannah Bailey, P.E. ("Engineer") will act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by the City of Lewiston.

ARTICLE 4—CONTRACT TIMES

- 4.01 *Time is of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Working Days*
- A. The Work will be substantially complete within **20 working days** after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **25 working days** after the date when the Contract Times commence to run.
- 4.03 *Milestones*
- A. Parts of the Work must be substantially completed on or before the following Milestones(s):
1. Milestone 1: **Schedule A – Transfer Station Access, 10 working days**

2020 ISPWC 00520

Modified from EJCDC® C-520 Agreement Between Owner and Contractor for Construction Contract EJCDC® C-520 Instructions to

Bidders for Construction Contract

Page 1 of 11

2. Milestone 2: **Schedule B – Wild Dove Cul-De-Sac, 10 working days**

4.04 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion:* Contractor shall pay Owner \$1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,000 for each day that expires after such time until the Work is completed and ready for final payment.
 3. *Milestones:* Contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestones, until Milestones are achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.04.A.1 will apply, rather than the Milestone rate.
 4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

Bid Item No.	ISPWC Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
Schedule A – Transfer Station Access						
1	210.4.1.D.1	Removal of Asphalt Pavement	SY	2,207	\$2.00	\$4,414.00
2	202.4.1.C.1	Excavation	SY	2,233	\$4.50	\$10,048.50
3	802.4.1.B.1	Crushed Aggregate for Base, 3/4" Type 1 (6" Thickness)	TON	751	\$38.00	\$28,538.00

2020 ISPWC 00520

Modified from EJCDC® C-520 Agreement Between Owner and Contractor for Construction Contract EJCDC® C-520 Instructions to Bidders for Construction Contract

Page 2 of 11

Bid Item No.	ISPWC Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
4	810.4.1.A.3	Plant Mix Pavement, SP-3, PG 64-28, ½" AGG Plus 0.5% Anti-Strip Add. (3" Thickness)	SY	2,093	\$21.30	\$44,580.90
5	1103.4.1.A.1	Construction Traffic Control	LS	1	\$750.00	\$750.00
6	1104.4.1.A.1	Pavement Line Paint (4" Double Yellow)	SF	290	\$4.50	\$1,305.00
7	1104.4.1.B.1	Thermoplastic Pavement Markings (STOP and Stop Lines)	SF	80.8	\$27.50	\$2,222.00
8	2010.4.1.A.1	Mobilization	LS	1	\$13,000.00	\$13,000.00
9	2050.4.1.C.1	Subgrade Separation Geotextile (Tensar NX750)	SY	2,093	\$3.00	\$6,279.00
10	SP.1	Temporary Access	LS	1	\$7,300.00	\$7,300.00
11	SP.2	Remove and Reset Concrete Jersey Barriers	LS	1	\$5,000.00	\$5,000.00
12	SP.3	Construction Surveying	LS	1	\$4,000.00	\$4,000.00

Schedule B – Wild Dove Cul-De-Sac

13	201.4.1.C.1	Removal of Obstructions	LS	1	\$5,750.00	\$5,750.00
14	601.4.1.A.17	Storm Drain Culvert, 12" Corrugated Polyethylene	LF	10	\$105.00	\$1,050.00
15	706.4.1.A.5	Standard 6" Vertical Curb & Gutter (City Std Dwg 2-9)	LF	299	\$60.00	\$17,940.00
16	706.4.1.A.13	Inlet Apron (City Std Dwg 2-3)	EA	1	\$400.00	\$400.00
17	706.4.1.F.1	Concrete Driveway Approach, Thickness 6"	SY	35	\$250.00	\$8,750.00
18	801.4.1.B.1	3" Minus Uncrushed Aggregate Base	TON	12	\$134.00	\$1,608.00
19	802.4.1.B.1	Crushed Aggregate for Base, ¾" Type 1	TON	200	\$46.00	\$9,200.00
20	810.4.1.A.3	Plant Mix Pavement, SP-3, PG 64-28, ½" AGG. Plus 0.5% Anti-Strip Add. (4" Thickness)	SY	751	\$41.00	\$30,791.00
21	1103.4.1.A.1	Construction Traffic Control	LS	1	\$1,000.00	\$1,000.00
22	2010.4.1.A.1	Mobilization	LS	1	\$16,000.00	\$16,000.00
23	2030.4.1.C.1	Valve Box, Water, Adjust to Grade	EA	3	\$1,200.00	\$3,600.00
24	SP.3	Construction Surveying	LS	1	\$4,500.00	\$4,500.00
25	SP.4	Outlet Dissipation Area (River Rock Supplied)	LS	1	\$3,500.00	\$3,500.00
Total of All Unit Price Bid Items						\$231,526.40

2020 ISPWC 00520

Modified from EJCDC® C-520 Agreement Between Owner and Contractor for Construction Contract EJCDC® C-520 Instructions to Bidders for Construction Contract

Page 3 of 11

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment up to twice each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. Ninety Five (95) percent of the value of the Work completed (with the balance being retainage).
 - b. Ninety Five (95) percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to Ninety Five (95) percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less One Hundred (100) percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. This article is reserved.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of the following and shall govern in the following order in case of conflict among them:
1. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Change Orders.
 - b. Work Change Directives.
 - c. Field Orders.
 - d. Notice to Proceed.
 2. This Agreement (2020 ISPWC Section 520) including any exhibits to this Agreement (enumerated as follows):
 - a. N/A
 3. Addenda 1 to 2.
 4. Drawings consisting of 2 plan sets with the following general title and number of sheets:
 - a. **Transfer Station Access Road Reconstruction (TS004), 6 sheets**
 - b. **Wild Dove Cul-De-Sac Paving (TS005), 6 sheets**
 5. Special Provisions and Supplementary Technical Specifications (2020 ISPWC Section 820).
 6. Supplementary Conditions (2020 ISPWC Section 800).
 7. Instructions to Bidders (2020 ISPWC Section 200).
 8. General Conditions (2020 ISPWC Division 100).
 9. Standard Specifications and Drawings – 2020 Idaho Standards for Public Works Construction (ISPWC).
 10. Contractor's Bid (2020 ISPWC Section 410 and all attachments thereto).
 11. Documentation submitted by Contractor prior to Notice of Award.
 12. CONTRACTOR'S Affidavits, including Non-Collusion Affidavit (ISPWC Section 450), Contractor's Affidavit Concerning Taxes (ISPWC Section 951), and Contractor's Affidavit Concerning Alcohol and Drug-Free Workplace (ISPWC Section 460).
 13. Bonds:
 - a. Performance bond (2020 ISPWC Section 610 together with power of attorney).
 - b. Payment bond (2020 ISPWC Section 615 together with power of attorney).
 - c. Other Bonds Secured by Contractor

1. N/A
- B. The Contract Documents listed in Paragraph 7.01.A are incorporated by reference to this Agreement.
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 6. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 7. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 8. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of

discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

9. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
10. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
11. The Contractor is an appropriately licensed public works contractor per Idaho Code Section 54-1902.
12. Contractor shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring the Contractor's compliance with any Laws or Regulations.

8.02 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- B. Anti-Boycott Against Israel Act: If this Agreement: (1) Is to acquire or dispose of services, supplies, information technology, or construction; (2) has a potential value of One Hundred Thousand Dollars (\$100,000) or more; and (3) Contractor is a company with ten (10) or more employees, then, pursuant to Idaho Code § 67-2346, Contractor certifies that Contractor is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of goods or services from Israel or territories under Israel's control. The terms "company" and "boycott Israel" shall have the meanings ascribed to them in Idaho Code § 67-2346.
- C. No Public Funds for Abortion Act: Pursuant to Idaho Code § 18-8703, Contractor certifies that it is not, and will not for the duration of the Agreement, become an abortion provider or an affiliate of an abortion provider, as those terms are defined in the "No Public Funds for Abortion Act," Idaho Code §§ 18-8701 et seq.

- D. Contract with Company Owned or operated by the Government of China Prohibited: Pursuant to Idaho Code § 67-2359, Contractor certifies that Contractor is not a company currently owned or operated by the government of China and will not for the duration of this Agreement be owned or operated by the government of China. The terms “company” and “government of China” shall have the meanings ascribed to them in Idaho Code § 67-2359.
- E. Prohibition on Contracts with Companies Boycotting Certain Sectors: If this Agreement: (1) is to acquire goods or services; (2) has a value of One Hundred Thousand Dollars (\$100,000) or more that is to be paid wholly or partly from public funds; and (3) Consultant is a company with ten (10) or more full-time employees, then, pursuant to Idaho Code § 67-2347A, Consultant certifies that Consultant is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of any individual or company because the individual or company: (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § 18-3302(2)(d). The terms “boycott” and “company” shall have the meanings ascribed to them in Idaho Code § 67-2347A.
- F. Pursuant to Idaho Code § 67-2802A, for contracts in excess of ten thousand dollars (\$10,000), Contractor certifies that Contractor does not maintain or provide for Contractor’s employees maintain or provide for Contractors’ employees any segregated facility at any of Contractor’s establishments, and that Contractor does not permit employees to perform their services at any location, under Contractor’s control, where segregated facilities are maintained. Contractor certifies further that Contractor will not maintain or provide for employees any segregated facilities at Contractor’s establishments, and Contractor will not permit employees to perform their services at any location under Contractor’s control where segregated facilities are maintained.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are ISPWC Division 100 EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

ARTICLE 9—OTHER (CITY) PROVISIONS

9.01 Other (City) Provisions

- A. **Independent Contractor.** The Parties agree that CONTRACTOR is an independent contractor, with no employment relationship with the City of Lewiston.
- B. **Contracting Authority.** CONTRACTOR warrants that the signatory to this Agreement has the authority to fully bind CONTRACTOR to enter into and be obligated to perform the duties set forth herein.

- C. **Indemnification.** CONTRACTOR shall defend, indemnify, and hold OWNER, its officers, agents, and employees harmless for all claims, losses, actions, damages, judgments, costs, expenses, and/or injuries to persons or property arising out of or in connection with any activities, acts, or omissions of CONTRACTOR, its officers, agents or employees. In the event OWNER is alleged to be liable on account of any activities, acts, or omissions of CONTRACTOR, its officers, agents or employees, then CONTRACTOR shall defend such allegations through counsel chosen by OWNER; and CONTRACTOR shall bear all costs, fees, and expenses of such defense, including, but not limited to, all attorney fees and expenses, court costs, and expert witness fees and expenses. This duty shall survive the termination or expiration of this Agreement.
- D. **Notices.** All notices required to be given pursuant to this Agreement shall be in writing and shall be deemed delivered immediately if hand-delivered or forty-eight (48) hours after depositing the same in the U.S. mail, certified or registered, postage prepaid, addressed to the respective addresses set forth on the signature page.
- E. **Choice of Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Idaho, with venue for any action brought pursuant to this Agreement to be in the Second Judicial District, State of Idaho.
- F. **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.
- G. **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.
- H. **Attorney Fees.** In the event a controversy, claim, or action arises between the Parties to this Agreement regarding the enforcement of its terms and conditions, or the breach of any of its provisions, the prevailing Party shall be entitled to recover from the other Party all costs and expenses incurred by the prevailing Party, including reasonable attorney fees, regardless of whether such controversy, claim, or action is prosecuted to judgment or appealed.
- I. **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.
- J. **Use of City Name.** CONTRACTOR shall not include the name, logo, or any identifying marks of the City of Lewiston in any advertising, sales promotion, or other publicity matter.
- K. **Non-Discrimination.** CONTRACTOR shall not refuse to hire any person, including any subcontractor, because of such person's race, creed, sex, color, national origin, ancestry, religion, physical or mental disability, marital or familial status, sexual orientation, or gender identity/expression, unless based on a bona fide occupational qualification.
- L. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

- M. **Force Majeure.** Neither Party shall be liable for any failure to perform as required by this Agreement to the extent that such failure to perform is caused by any reason beyond the Party's control, or by reason of any of the following: labor disturbances or disputes, accidents, failure of any required governmental approval, civil disorders, acts of aggression, acts of God, failure of utilities, mechanical shutdowns, material shortages, disease, or similar occurrences.
- N. **Merger and Integration.** This writing embodies the whole agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained in this Agreement. All previous and contemporaneous communications, representations, or agreements, either verbal or written, between the Parties are superseded by this Agreement.
- O. **Non-Appropriation.** Contractor understands that City is strictly bound by Article VIII, § 3 of the Idaho Constitution, which prohibits City from incurring any indebtedness or liability, in any manner, beyond its current fiscal year, which is October 1 through September 30. All automatic renewals of this Agreement are wholly contingent upon the annual appropriation of funds for this Agreement. Said appropriations may be made solely at the option and discretion of the City. If City does not appropriate funds for this Agreement for an ensuing fiscal year, for any reason, City may terminate this Agreement without penalty.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on the date of the last signature (which is the Effective Date of the Contract).

Owner:

City of Lewiston

By:

Daniel G. Johnson, Mayor

Date:

(date signed)

Contractor:

M.L. Albright & Sons, Inc.

(typed or printed name of organization)

By:

(individual's signature)

Date:

2-19-2026
(date signed)

Name:

Marvin Albright

(typed or printed)

Title:

President

(typed or printed)

(If Contractor is a corporation, a partnership, limited liability company, or a joint venture, attach evidence of authority to sign.)

Attest:

Tanya Brocke, City Clerk

Attest:

Sharon Albright
(individual's signature)

Title:

Sharon Albright, Witness

(typed or printed)

Address for giving notices:

City of Lewiston, Public Works Director

P.O. Box 617

Lewiston, ID 83501

Address for giving notices:

P.O. Box 603

Lewiston, ID 83501

Designated Representative:

Name: Alannah Bailey

Title: Engineering Supervisor

Address:

P.O. Box 617

215 D Street

Lewiston, ID 83501

Phone: 208.790.8809

Email: abailey@cityoflewiston.org

Designated Representative:

Name: Ben Waldemarson

(typed or printed)

Title:

Project Manager

(typed or printed)

Address:

P.O. Box 603

Lewiston, ID 83501

Phone: (208) 743-2100

Email: benw@mlalbright.com

ID PWCL No.: PWC-C-12040-U-1-2-3

2020 ISPWC 00520

Modified from EJCDC® C-520 Agreement Between Owner and Contractor for Construction Contract EJCDC® C-520 Instructions to Bidders for Construction Contract

Page 11 of 11



CITY COUNCIL MEETING AGENDA ITEM SUMMARY

ITEM TITLE RESOLUTION 2026-09	AGENDA NO. VI. F. AGENDA DATE: March 9, 2026
ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.) On December 8, 2025, the Public Works Director brought to council Resolution 2025-54. That resolution introduced an easement with the U.S. Army Corps of Engineers (Corps) for the Snake River Avenue Sewer Pipeline Right-of-Way. The easement is required for construction, operation, and long-term maintenance of the replacement sewer trunk line along Snake River Avenue. The existing sewer serves a large portion of the City's collection system, and construction is currently underway. After the approval of Resolution 2025-54, the City Attorney continued to work with the USACE's attorney to negotiate the terms and administrative fees. So, before Council tonight is the agreed-upon amended Easement. The key changes in the negotiation were: • The term of the easement is now twenty (20)-years, which can be renewed for up to three additional ten (10)-year terms. The original easement was for a full fifty (50)-year term. • The in-kind consideration was reduced to \$26,500. The original easement was for the amount of \$33,600. • The upfront payment for administrative fees was reduced to \$4,000 for the 20-year term, with additional fees to be paid at the time of the renewal of the 10-year term. This was reduced from a one-time payment of \$16,850 for the full 50-year term. This easement will secure the long-term authorization required for critical wastewater infrastructure maintenance in the right-of-way located on federal property associated with the Lower Granite Lock and Dam owned by the Corps.	
BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources) The project is funded by Wastewater user rates. There are sufficient pipeline replacement funds allocated in the FY26 budget to pay for the in-kind considerations and administrative fees.	
ACTION PROPOSED	

Staff recommends Council approving and authorizing the Mayor to sign Resolution 2026-09, accepting the Corps 20-year easement.

RESOLUTION 2026-09

A RESOLUTION ACCEPTING AND APPROVING AN AMENDED EASEMENT FOR PIPELINE RIGHT-OF-WAY LOCATED ON THE LOWER GRANITE LOCK AND DAM FROM THE U.S. ARMY CORPS OF ENGINEERS

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

SECTION 1: That an amended Easement for Pipeline Right-of-Way Located on the Lower Granite Lock and Dam from the U.S. Army Corps of Engineers, as Grantor, is hereby accepted and approved by the City of Lewiston, as Grantee. The term of the easement shall be twenty (20)-years, which can be renewed for up to three additional ten (10)-year terms. A copy of said easement is attached hereto and incorporated herein as Exhibit 1.

SECTION 2: The Mayor and City Clerk are hereby authorized to execute and attest, respectively, said easement.

SECTION 3: This Resolution supersedes Resolution 2025-54 in its entirety, and shall become effective upon its passage.

PASSED this _____ day of _____ 2026.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

Tanya M. Brocke, City Clerk

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

On this _____ day of _____ 2026, before me, a Notary Public, personally appeared Daniel G. Johnson and Tanya M. Brocke, known or identified to me as the Mayor and City Clerk, respectively, of the City of Lewiston, and stated that they have the authority to execute this instrument on behalf of the City of Lewiston, and did execute this instrument on behalf of the City of Lewiston.

Notary Public for the State of Idaho
Commission Expires _____

EXHIBIT 1
to
Resolution 2026-09

EASEMENT NO. DACW68-2-26-XX

**DEPARTMENT OF THE ARMY
EASEMENT FOR PIPELINE RIGHT-OF-WAY
LOCATED ON
LOWER GRANITE LOCK AND DAM
NEZ PERCE COUNTY, IDAHO
TRACTS**

**1201, 1301, 1305, 1308-2, 1309, 1310, 1311, 1313, 1314, 1315, 1316, 1317, 1318,
1319, 1332, 1333**

THE SECRETARY OF THE ARMY, under and by virtue of the authority vested in the Secretary by Title 10 United States Code, Section 2668, having found that the granting of this easement will not be against the public interest, hereby grants to, **CITY OF LEWISTON**, hereinafter referred to as the Grantee, an easement for the operation and maintenance of a sewer pipe line, occupying +/- 1.98 acres hereinafter referred to as the facilities, over, across, in and upon lands of the United States as identified in **EXHIBITS A & B**, hereinafter referred to as the premises, and which are attached hereto and made a part hereof.

THIS EASEMENT is granted subject to the following conditions.

1. TERM

This easement is granted for a term of twenty (20) years beginning Month Day, Year and ending Month Day, Year. Renewals of this easement are outlined in Condition 25. **SITE-SPECIFIC CONDITION ON AMENDMENTS.**

2. CONSIDERATION

The Grantee shall pay in advance to the United States the rental for the full term of the easement in the amount of **TWENTY-SIX THOUSAND FIVE HUNDRED AND NO/100 (\$26,500.00)**, shall be in the form of in-kind consideration as calculated and described in **Condition 27. SITE-SPECIFIC CONDITION ON IN-KIND CONSIDERATION** of this easement and in **EXHIBIT C**, attached hereto and made a part hereof. Once the grantee purchases the in-kind, a receipt shall be provided to the address located in **Condition 3. NOTICES**. The in-kind consideration shall be delivered to the Clarkston Natural Resource Management Office, at 100 Fair Street, Clarkston, WA 99403. If the amount paid for the in-kind consideration falls below the appraised market

value amount, the Grantee shall furnish a check, money order or Electronic Funds Transfer (EFT) for the difference made payable to USACE Walla Walla and delivered to the address provided in **Condition 3. NOTICES**.

3. NOTICES

All correspondence and notices to be given pursuant to this easement shall be addressed, if to the Grantee, to **City of Lewiston, 1134 F Street, Lewiston, ID 83501** and, if to the United States, to the **District Engineer, Attention: Chief, Real Estate, Real Estate Division, 201 North 3rd Avenue, Walla Walla, WA 99362-1876**, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope, or wrapper, addressed as aforesaid, and deposited postage prepaid in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary", "District Engineer", "Installation Commander", or "said officer" shall include their duly authorized representatives. Any reference to "Grantee" shall include assignees, transferees and their duly authorized representatives.

5. SUPERVISION BY THE DISTRICT ENGINEER

The construction, operation, maintenance, repair or replacement of said facilities, including culverts and other drainage facilities, shall be performed at no cost or expense to the United States and subject to the approval of the District Engineer, Walla Walla District, hereinafter referred to as said officer. Upon the completion of any of the above activities, the Grantee shall immediately restore the premises to the satisfaction of said officer. The use and occupation of the premises for the purposes herein granted shall be subject to such rules and regulations as said officer prescribes in writing from time to time.

6. APPLICABLE LAWS AND REGULATIONS

The Grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

7. CONDITION OF PREMISES

The Grantee acknowledges that it has inspected the premises, knows the condition, and understands that the same is granted without any representation or warranties whatsoever and without any obligation on the part of the United States.

8. INSPECTION AND REPAIRS

The Grantee shall inspect the facilities at reasonable intervals and immediately repair any defects found by such inspection or when required by said officer to repair any such defects.

9. PROTECTION OF GOVERNMENT PROPERTY

The Grantee shall be responsible for any damage that may be caused to the property of the United States by the activities of the Grantee under this easement and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the Grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

10. RIGHT TO ENTER

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with government purposes, to make inspections, to remove timber or other material, except property of the Grantee, to flood the premises and/or to make any other use of the lands as may be necessary in connection with government purposes, and the Grantee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

11. TRANSFER AND ASSIGNMENTS

Without prior written approval by said District Engineer, the Grantee shall neither transfer nor assign this easement or any part thereof nor grant any interest, privilege or license whatsoever in connection with this easement. The provisions and conditions of this easement shall extend to and be binding upon and shall inure to the benefit of the representatives, successors and assigns of the Grantee.

12. SUBJECT TO EASEMENTS

This easement is subject to all other existing easements, or those subsequently granted as well as established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the Grantee, and easements will not be granted which will, in the opinion of said officer, interfere with the use of the premises by the Grantee.

13. RELOCATION OF FACILITIES

In the event all or any portion of the premises occupied by the said facilities shall be needed by the United States, or in the event the existence of said facilities is determined to be detrimental to governmental activities, the Grantee shall from time to time, upon notice to do so, and as often as so notified, remove said facilities to such other location on the premises as may be designated by said officer. In the event said facilities shall not be removed or relocated within ninety (90) days after such notice, the United States may cause such relocation at the sole expense of the Grantee.

14. TERMINATION

This easement may be terminated by the Secretary upon 30 days written notice to the Grantee if the Secretary shall determine that the right-of-way hereby granted interferes with the use or disposal of said land by the United States, or it may be revoked by the Secretary for failure of the Grantee to comply with any or all of the conditions of this easement, or for non-use for a period of two (2) years, or for abandonment.

15. SOIL AND WATER CONSERVATION

The Grantee shall maintain, in a manner satisfactory to said officer, all soil and water conservation structures that may be in existence upon said premises at the beginning of or that may be constructed by the Grantee during the term of this easement, and the Grantee shall take appropriate measures to prevent or control soil erosion within the right-of-way herein granted. Any soil erosion occurring outside the premises resulting from the activities of the Grantee shall be corrected by the Grantee as directed by said officer.

16. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties hereto shall protect the premises against pollution of its air, ground and water. The Grantee shall comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by the said Environmental Protection Agency, or any Federal, state, interstate or local governmental agency are hereby made a condition of this easement. The Grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The use of any pesticides or herbicides within the premises shall be in conformance with all applicable Federal, state, interstate, and local laws and regulations.

The Grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

c. The Grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the Grantee's activities, the Grantee shall be liable to restore the damaged resources.

17. ENVIRONMENTAL BASELINE STUDY-DELETED

~~An Environmental Baseline Study (EBS) documenting the known history of the property with regard to the storage, release or disposal of hazardous substances thereon, is attached hereto and made a part hereof as Exhibit LETTER. Upon expiration, revocation or termination of this easement, another EBS shall be prepared which will document the environmental condition of the property at that time. A comparison of the two assessments will assist the said officer in determining any environmental restoration requirements. Any such requirements will be completed by the Grantee in accordance with the condition on~~ **RESTORATION.**

18. HISTORIC PRESERVATION

The Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains, or objects of antiquity. In the event such items are discovered on the premises, the Grantee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

19. NON-DISCRIMINATION

a. The Grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin, religion, sexual orientation, or gender identity in the conduct of operations on the premises.

20. RESTORATION

On or before the termination or revocation of this easement, the Grantee shall, without expense to the United States and within such time as said officer may indicate, restore the premises to the satisfaction of said officer. In the event the Grantee shall fail to restore the premises, at the option of said officer, said improvements shall either become the property of the United States without compensation therefore, or said officer shall have the option to perform the restoration at the expense of the Grantee, and the Grantee shall have no claim for damages against the United States or its officers or agents for such action.

21. SITE-SPECIFIC CONDITION ON NATIONAL HISTORIC PRESERVATION ACT

Except as authorized herein, the Grantee shall not engage in any construction, alteration, demolition, or ground disturbing activities on the premises, unless such activities have been reviewed and approved by the District Engineer in accordance with the requirements of the National Historic Preservation Act of 1966 (54 USC § 3001 et seq.). The Grantee shall be responsible for all costs, and any actions directed or required by the District Engineer, which are associated with the National Historic Preservation Act review process, or other applicable law.

22. SITE-SPECIFIC CONDITION ON DELETED CONDITION 17, ENVIRONMENTAL BASELINE STUDY

Condition 17 of this easement, which addresses an Environmental Baseline Study, is deleted in its entirety pursuant to Engineer Regulation 200-2-3, Paragraph 14-9.

23. SITE-SPECIFIC CONDITION ON PESTICIDES AND NOXIOUS WEED CONTROL

Noxious species management on the premises shall be performed in accordance with the most up-to-date U.S. Army Corps of Engineers, Walla Walla District, Pest Management Program Implementation as well as any subsequent revisions and additional consultations to the instructions and related documents pertaining to pest treatment activities. Guidance regarding methodology, authorized control measures, forms and reporting is available on request from the address for the United States found in condition NOTICES, or by visiting:

<http://www.nww.usace.army.mil/Missions/Projects/PestManagement>.

24. SITE-SPECIFIC CONDITION ON FEE TO COVER ONGOING ADMINISTRATIVE EXPENSES

a. Authority: Title 10 United States Code Section 2695.

b. Amount: The Grantee shall remit the amount of FOUR THOUSAND AND 00/100 (\$4,000.00) to cover the Grantor's expense to administer this Easement over the 20-year term. This will be as a separate payment from that required under the condition on CONSIDERATION herein.

c. Method of Payment: Grantee will submit payment to the order of USACE WALLA WALLA and delivered to the Chief, Real Estate, U.S. Army Corps of Engineers, 201 North 3rd Avenue, Walla Walla, WA 99362-1876, referencing Department of the Army Easement DACW68-2-26-XX.

d. Any excess funds not expended by the Grantor for administration of this Easement shall periodically be returned to the Grantee upon termination of the easement.

e. Upon the next 10-year renewal, an additional administrative fee payment will be required to cover the Grantor's expenses to administer the easement for another 10-year term.

25. SITE-SPECIFIC CONDITION ON AMENDMENTS

The Grantee, by accepting this easement acknowledges this easement may be renewed up to three additional 10-year terms, each of which will be an amendment to this easement (for a total period of 50 years).

Grantor understands Grantee is strictly bound by Article VIII, § 3 of the Idaho Constitution, which prohibits Grantee from incurring any indebtedness or liability, in any manner, beyond its current fiscal year. The renewal of this easement is contingent upon the annual appropriation of funds for this easement. Said appropriation may be made solely at the option and discretion of Grantee.

Grantee will provide written notice of its intention to renew this easement to the address for the United States shown in Condition 3. NOTICES. Renewal of this instrument is contingent upon the Grantee being compliant with easement conditions, payment of all required fees and consideration and may require additional compliance work if circumstances change. At the end of 50 years, an entirely new easement will be needed, the costs of which will be borne by the Grantee, if they seek such an instrument.

26. SITE-SPECIFIC CONDITION ON FINANCIAL OBLIGATION OF THE PARTIES

Grantor understands that Grantee is strictly bound by Article VIII, § 3 of the Idaho Constitution, which prohibits Grantee from incurring any indebtedness or liability, in any manner, beyond its current fiscal year, which is October 1 through September 30. The renewal of this Agreement is contingent upon the annual appropriation of funds by the Grantee for its duties under this easement. Said appropriation may be made solely at the option and discretion of the Grantee. In the event Grantee does not appropriate funds for the easement for the ensuing fiscal year, for any reason, Grantee may terminate the easement without penalty. Grantee shall give prompt written notice to Grantor attesting to the non-appropriation of funds and the effective date of termination, and no financial obligation shall accrue after the effective date of said termination.

27. SITE-SPECIFIC CONDITION ON IN-KIND CONSIDERATION

In accordance with **Condition 2. CONSIDERATION** of this easement, the Grantee shall provide in-kind consideration as payment for the full term of the easement. The in-kind consideration shall be in the form of fitness equipment, drinking fountain, and boat

dock equipment and delivered to the Clarkston Natural Resource Management Office, at 100 Fair Street, Clarkston, WA 99403 as calculated and described in **EXHIBIT C**, attached hereto and made a part hereof. The Grantee shall provide a receipt to the address located in **Condition 3. NOTICES** for **TWENTY SIX THOUSAND FIVE HUNDRED AND NO/100 (\$26,500.00)** as proof of purchase.

28. SITE-SPECIFIC CONDITION ON AS-BUILTS

Within 45 days upon completion of the construction activities, the Grantee shall submit an as-built drawing of the installed pipeline to the Grantor at the address located in **Condition 3. NOTICES**. The as-built drawing will be added to the easement as **Exhibit B-1**, replacing the current Exhibit B map and legal description. The current Exhibit B differs from the Exhibit A map because Exhibit A shows only the easement area and not the temporary construction area shown in the current Exhibit B. The temporary construction area is not part of this easement.

29. EXECUTIVE ORDER 14026

It has been determined this contract is not subject to Executive Order 14026 or the regulations issued by the Secretary of Labor in 29 CFR part 23 pursuant to the Executive Order, and the following provisions.

30. EXECUTIVE ORDER 14026 HOLD HARMLESS AND INDEMNIFICATION

If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this contract, that an erroneous determination regarding the applicability of Executive Order 14026 was made, contractor, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities, losses, claims, expenses, suits, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 14026 determination. This includes contractor releasing any claim or entitlement it would otherwise have to an equitable adjustment to the contract and indemnifying and holding harmless the United States from the claims of subcontractors and contractor employees.

31. EXECUTIVE ORDER 13706

It has been determined this contract is not subject to Executive Order 13706 or the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the Executive Order.

32. DISCLAIMER

This instrument is effective only insofar as the rights of the United States in the premises are concerned; and the Grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this easement does not eliminate the necessity for obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. § 403), Section 404 of the Clean Water Act (33 U.S.C. § 1344) or any other permit or license which may be required by Federal, state, interstate or local laws in connection with the use of the premises.

THIS EASEMENT is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF I have hereunto set my hand by authority of the Secretary of the Army this _____ day of _____, _____.

Allison D. Needham
Chief, Real Estate
Real Estate Contracting Officer

THIS EASEMENT is also executed by the Grantee this _____ day of _____, _____.

Daniel G. Johnson,
Mayor
City of Lewiston

ACKNOWLEDGMENT

STATE OF _____)
: ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me _____
_____, known to me to be the person described in and who executed the
within and foregoing instrument, and acknowledged that he/she/they signed the same as
his/her/their free and voluntary act and deed, for the uses and purposes therein
mentioned.

Given under my hand and seal of the office this _____ day of _____, 20____.

Notary Public in and for the State of _____,

residing at _____

(SEAL)

My commission expires on _____

CERTIFICATE OF AUTHORITY

I, _____, certify that I am the _____ of _____.

(Name of the Clerk or Appropriate Official) (Position Title) (County Name)

_____, that _____ who signed the
(Name of the Entity) (Name of the Person Executing this Outgrant)

foregoing instrument on behalf of the Grantee was then _____ of
(Position Title of the Person Executing this Outgrant)

_____. I further certify that the said officer was acting within the
(Name of the Entity)

scope of powers delegated to this officer by the governing body of the Grantee in executing said instrument.

Date: _____

(Name of the Clerk or Appropriate Official)

(Affix Seal)

ACKNOWLEDGMENT

STATE OF WASHINGTON)
 : ss
COUNTY OF WALLA WALLA)

On this _____ day of _____, 20____, before me the undersigned Notary Public, personally appeared **Allison D. Needham, Chief, Real Estate Division,** U.S. Army Corps of Engineers, Walla Walla, Washington, known to me to be the person described in the foregoing instrument, who acknowledged that he executed the same in the capacity therein stated by authority of the Secretary of the Army and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____
day of _____ 20____.

Notary Public in and for the State of _____,
residing at _____
My commission expires on _____

(SEAL)

THIS INSTRUMENT PREPARED BY:

Tony Ames

Date: 28 January 2026

Tony Ames, Realty Specialist
Real Estate Division
Walla Walla District
U.S. Army Corps of Engineers
201 North 3rd Avenue
Walla Walla, WA 99362-1876
(509) 527-7328

REVIEWED FOR LEGAL SUFFICIENCY BY:

Evan Carden

Date: January 30, 2026

Evan Carden, Assistant District Counsel
Office of Counsel
Walla Walla District
U.S. Army Corps of Engineers
201 North 3rd Avenue
Walla Walla, WA 99362-1876
(509) 527-7717



City of Lewiston Sewer Line Easement

DACW68-2-26-XX

Exhibit A

-  USACE Tracts
-  USACE Easement Area

Section - 1 Township - 35N Range - 6W
Lower Granite Lock and Dam
Nez Perce County, Idaho
Easement Acreage: +/- 1.98
Easement total width 30 feet

Disclaimer: This mapping is for the purpose of marking the boundaries of a real estate instrument. Any other use may be inaccurate/incomplete and the Corps assumes no liability for any use of this map/data

Scale 1:4,190

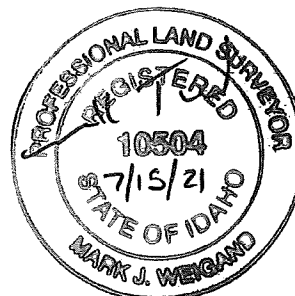


US Army Corps
of Engineers
Walla Walla District





Exhibit B



Snake River Avenue, Utility Easement:

A parcel of property situate in Government Lots 3, 4, and 5 of Section 1, Township 35 North, Range 6 West, Boise Meridian, in the City of Lewiston, County of Nez Perce, State of Idaho, and more particularly described as follows:

Commencing at the U.S. Army Corps of Engineers Brass Cap monument designated 1202-1 located along the Lower Granite Lock and Dam Monumented Project Boundary and documented in U.S.A.C.E. file No. GDG-0-0-1/17 (Dated August 15, 1978); Thence North 70°38'35" East a distance of 433.30 feet to a 1-1/4" iron pipe with brass screw and washer designated 1219=1201, located on the said Project Boundary; Thence southerly, following the said Project Boundary, South 05°53'35" West a distance of 99.34 feet to the position designated 1201-A along the said Project Boundary; Thence southerly, South 08°52'01" West a distance of 135.08 feet to a point on the said Project Boundary designated 1201-1, and the TRUE POINT OF BEGINNING; Thence leaving the said Project Boundary, and following the westerly right-of-way of Snake River Avenue as granted according to Department of the Army Document DACW68-2-80-20, South 76°53'34" East a distance of 10.16 feet to a point which is located on the said Snake River Avenue, and is located westerly of, and 30 feet distant from, the centerline of said Snake River Avenue as defined in the U.S. Army Corps of Engineer's construction plan for the relocation of Snake River Avenue, which is identified as file number GD-05-48/7 Dated March 23, 1971; Thence southerly, following said right-of-way line, parallel to and westerly 30 feet distant from, said defined centerline, 140.93 feet along a non-tangent 2836.55 foot radius curve to the right with a 02°50'48" central angle and a 140.91 foot long chord that bears South 11°36'22" West to a point on said 30 foot right-of-way line; Thence southerly, following said 30 foot right-of-way line, the following courses;

Thence South 13°01'46" West a distance of 524.13 feet;

Thence South 10°06'04" West a distance of 948.79 feet;

Snake River Avenue, Utility Easement

Thence 399.11 feet along a 2834.78 foot radius tangent curve to the right with a $08^{\circ}04'00''$ central angle and a 398.78 foot long chord that bears South $14^{\circ}08'04''$ West;

Thence South $18^{\circ}10'04''$ West a distance of 583.54 feet;

Thence 268.92 feet along a 510.00 foot radius curve to the left with a $30^{\circ}12'41''$ central angle and a 265.81 foot long chord that bears South $03^{\circ}03'44''$ West;

Thence 244.01 feet along a 1883.00 foot radius tangent reverse curve to the right with a $07^{\circ}25'29''$ central angle and a 243.84 foot long chord that bears South $08^{\circ}19'52''$ East;

Thence South $04^{\circ}37'08''$ East a distance of 148.48 feet;

Thence northerly, leaving said 30 foot right-of-way line, North $08^{\circ}59'19''$ West a distance of 588.08 feet; Thence 88.89 feet along a non-tangent 550.00 foot radius curve to the right with a $09^{\circ}15'35''$ central angle and a 88.79 foot long chord that bears North $13^{\circ}32'17''$ East; Thence North $18^{\circ}10'04''$ East a distance of 583.54 feet; Thence 393.48 feet along a 2794.78 foot radius tangent curve to the left with a $08^{\circ}04'00''$ central angle and a 393.15 foot long chord that bears North $14^{\circ}08'04''$ East; Thence North $10^{\circ}06'04''$ East a distance of 949.82 feet; Thence North $13^{\circ}01'46''$ East a distance of 536.26 feet; Thence North $22^{\circ}21'47''$ East a distance of 131.53 feet to a point on the said Project Boundary, Thence following the said Project Boundary, South $76^{\circ}53'34''$ East a distance of 5.01 feet back to the TRUE POINT OF BEGINNING said parcel containing 2.622 Acres (114222.35 square feet), more or less.



SNAKE RIVER AVENUE UTILITY EASEMENT EXHIBIT

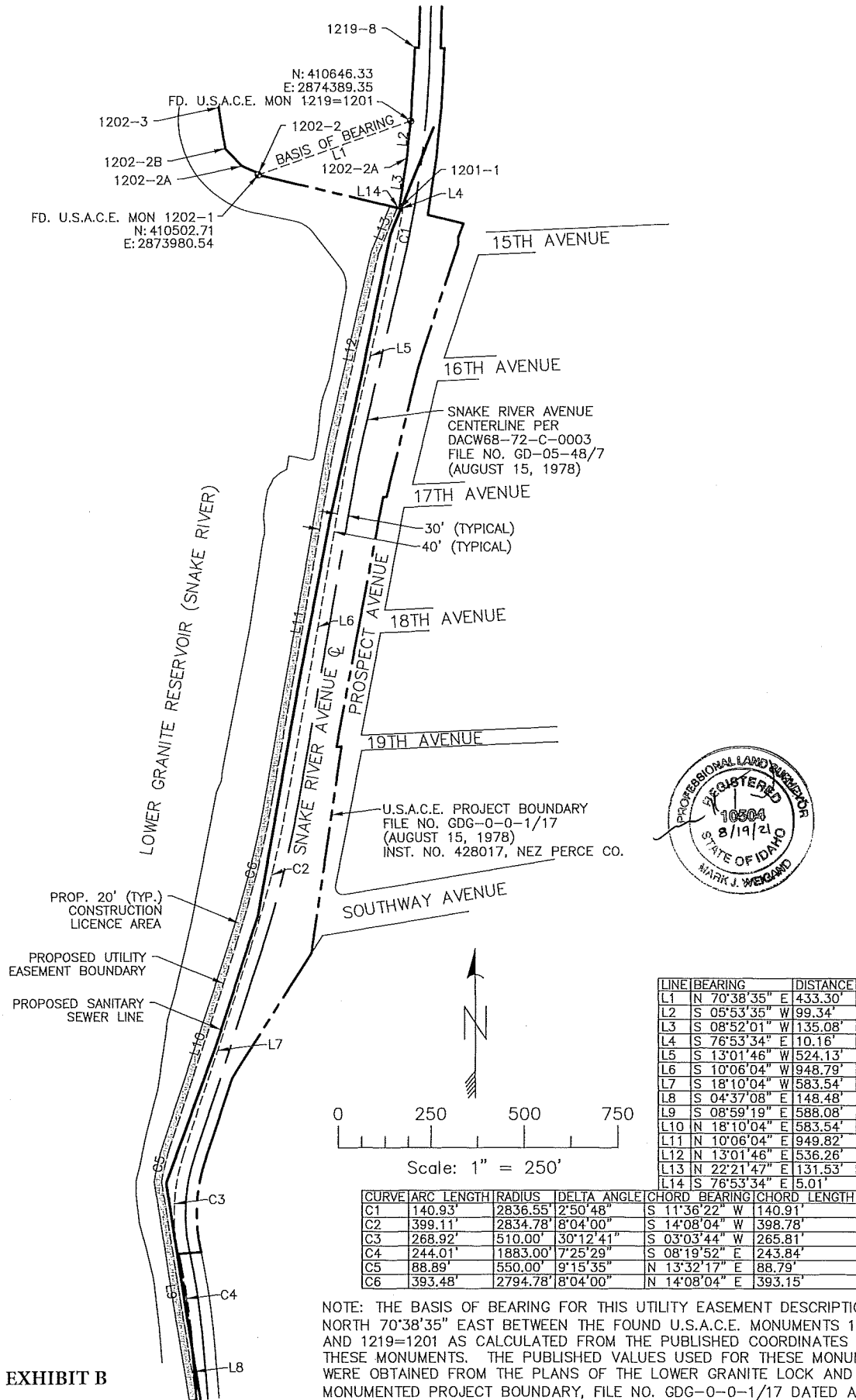


EXHIBIT B

		Quantitiy	Price per	Total
TriActive USA				
	Back Extension Machine	1	\$2,285.00	\$2,285.00
	Seated Chest Press	1	\$4,455.00	\$4,455.00
	Shipping	1	\$1,771.00	\$1,771.00
	Subtotal			\$8,511.00
Knight Docks				
	Baby Dock 40"x60"	2	\$1,049.00	\$2,098.00
	Couplers	10	\$55.00	\$550.00
	Security Curbing	10	\$144.94	\$1,449.43
	Deadweight Bracket	5	\$220.00	\$1,100.00
	Large Dock 80"x120"	2	\$2,899.00	\$5,798.00
	Transition Plate	1	\$395.00	\$395.00
	Stiff Army Bracket 3"	1	\$1,300.00	\$1,300.00
	Shipping	1	\$500.00	\$500.00
	Subtotal			\$13,190.43
Hahn Supply				
	Drinking Fountain	1	\$4,798.57	\$4,798.57
	Subtotal			\$4,798.57
	Total Inkind			\$26,500.00
	Quote Items Total			\$26,500.00
	Remaining			\$0.00

EXHIBIT C

TriActive USA Equipment Quote



QUOTE #	3142023-2RR
---------	-------------



Prepared for

**U.S Army Corps of Engineers
100 Fair Street
Clarkston, WA 99403
Attn: Megan Innes**

Ship to

SAME

[illegible]

 Products Available through NPPGOV Co-Op Contract#: PS25070	Sub Total	\$6,740.00
	Sales Tax	N/A
	Estimated Shipping Charges	\$1,771.00
	Total	\$8,511.00

Freight cost is valid for 30 days from date of this estimate

11821 Slauson Ave
Santa Fe Springs, CA 90670
Lucas Riphagen • Gregg Riphagen (800) 509-0597
www.TriActiveUSA.com

EXHIBIT C

TriActive USA Equipment Quote

QUOTE #

3142023-2RR

Terms

Equipment Quotes are valid for 30 days.

Complete this page to expedite processing Your order

Payable to TriActive USA. We accept wire transfer, certified check, money order or credit card.

Please Note: In the event that this shipment requires additional services such as:

Lift gate

Limited access

Re-consignment of ship to address

Re-consignment of delivery contact

A revised Purchase Order and or Equipment Quote will be necessary. Any additional cost will be added to this quote before order is accepted.

Acceptance of Quote

Accepted by _____

Signature _____

Title _____

Acceptance Date _____

Shipping Address & Information

Facility Name _____

Address _____

City _____

State _____

Zip Code _____

Delivery Contact Name _____

Delivery Contact Phone _____

Residential Delivery Yes ☐ No ☐

Forklift Available Yes ☐ No ☐

Delivery Dock Available Yes ☐ No ☐

Delivery Restrictions - Days/Hours _____

Purchasing Contact Information

Name _____

Phone _____

E-mail _____

Credit Card Information (2.75% Service Charge For CC Payment)

Type _____

Number _____

Name on Card _____

Expiration Date _____

Verification Code _____ 3 digits on back of card

Billing Address _____

City _____

State _____

Zip Code _____

Phone _____



Sales Order Acknowledgement

Page: 1 of 2

Sales Order: 21905

Sold To: USACE-Clarkston 201 N 3rd Ave Walla Walla WA 99362 Phone: 509.751.0244	Ship To: USACE-Clarkston 100 Fair Street Clarkston WA 99403 Email: Amanda.K.Cooper@usace.army.mil Phone: 509.751.0244
---	---

Ship By: (See Below)	PO Number:	FOB: Deer Park, WA
Terms: Net 30 Days	Sales Person: Dave Drahman	Ship Via: KBD Deliver Only

USD

Line	Part Number/Description	Rev	Order Qty	Unit Price	Ext. Price
1	204060		2.00 EA	1,049.00	2,098.00
	3/27/2026 40"x60" EZ Dock - Beige				
10	15008	ONE	10.00 KIT	55.00	550.00
	3/27/2026 EZ Coupler Set w/Bolt & Nut				
14	35116		10.00 EA	220.00	2,200.00
	3/27/2026 2.5" x 3.5" Plastic Curbing - Brown			Discount	-750.57
15	18518	One	5.00 PR	220.00	1,100.00
	3/27/2026 6" HD Deadman Bracket - Galv				
16	208010		2.00 EA	2,899.00	5,798.00
	3/27/2026 80"x120" EZ Dock - Beige				
17	18295	ONE	1.00 EA	395.00	395.00
	3/27/2026 4' ADA Transition Plate - Beige				
18	18000		1.00 EA	500.00	500.00
	3/27/2026 Delivery/Pickup Charge				
19	15018	ONE	1.00 KIT	1,300.00	1,300.00
	2/6/2026 3" Stiff Arm Assembly - Galv				

EXHIBIT C

Knight Boat Docks, Inc.
2401 E 6th Street
Deer Park, WA 99006



Phone: 509.276.9501
Fax: 888.319.6747

Sales Order Acknowledgement

Page: 2 of 2

Line Total:	13,190.43
Total Tax	0.00
Line Miscellaneous Charges:	0.00
Order Miscellaneous Charges:	0.00

OrderAck: Modified 2019-07-03 MIS-VL

Order Total	13,190.43
--------------------	------------------

EXHIBIT C

P R I C E Q U O T A T I O N
 HAHN SUPPLY, INC.
 2101 MAIN STREET
 LEWISTON, IDAHO 83501

800-444-4246

Page : 1

Printed At : 07:29:17 07 AUG 2025

Quote Date 08/06/25	Quote No. 54519	Quote Expiration Date 09/05/25	Writer ME	Slsn DS2	WH	
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Quoted To:CLARNATRES

Ship To:CLARNATRES

CLARKSTON NATURAL RESOURCES
 CORP OF ENGINEERS
 100 FAIR STREET
 CLARKSTON WA 99403

CLARKSTON NATURAL RESOURCES
 CORP OF ENGINEERS
 100 FAIR STREET
 CLARKSTON WA 99403

Quotation Note:

Ln	Order Quant	EDP Code / Description	Net Price	UM	Ext Price
1					
2	1	242351 LK4400DBEVG OUTDOOR FTN. W/PET	4798.571	EA	4798.57
3					
4		SHIPPING INCLUDED			
5		CURRENT ETA 3 WEEKS			

THANK YOU FOR YOUR BUSINESS
 Freight Charges will be added if applicable.

Sub-Total	\$4,798.57
IDAHO EXEMPT Tax	\$0.00
Quotation Total	\$4,798.57

EXHIBIT C

Memo



Prepared For: Alex Hammond, PE; Dam Safety Program Manager,
Walla Walla District USACE

Prepared By: Joe Kaufman, P.E., Engineering Project Supervisor

Date: 3/19/2025 

Subject: Lewiston Snake River Avenue Sewer Line Replacement
City Acceptance of Risk Assessment Recommendations

I have reviewed the requested plan and specification changes from the Corps of Engineers developed in the City of Lewiston Snake River Avenue Sewer Line Replacement Implementation Review Plan (NID ID WA00349S002), Real Estate; Implementation Preconstruction Engineering and Design Review dated 11/5/2024. All the edits to the plans and contract documents as required by the Agency Technical Review (ATR) have been made.

This memo records the project's acceptance of the ATR comments into the plans and specifications of the project.

As the project moves to construction, we will continue to coordinate with Alex Hammond or other point of contact as designated by the Corps of Engineers.



CITY COUNCIL MEETING AGENDA ITEM SUMMARY

ITEM TITLE TASK ORDER NO. 2026-1 STANTEC CONSULTING SERVICES, INC.	AGENDA NO. VI. G. AGENDA DATE: March 9, 2026
ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.) Water has been invited to apply for FY 2026 BIL Drinking Water Emerging Contaminant Funding, managed by the Idaho Department of Environmental Quality (DEQ). Submitting the application will secure up to \$1.8 million dollars (contingent on DEQ receipt of funds) for the City of Lewiston's Water Treatment Plant Alkalinity Addition project. The City has determined that per- or polyfluoroalkyl substances (PFAS) have been found in Well No. 4, which is currently blending treated water from the treatment plant and adding alkalinity prior to distribution. This project will decommission Well No. 4 and evaluate alternatives to add alkalinity to the system at the treatment plant without relying on Well No. 4. Public Works Engineering Supervisor—Water, Transportation, evaluated two proposals from the Master Services Agreement Roster to help select a consulting service for special expertise. The consultant will develop final plans, specifications, estimates, and construction schedule for the WTP Alkalinity Addition. Stantec Consulting Services, Inc., with excellence in experience with water treatment and knowledge of the City's water system, ranked them #1 in the selection. City staff negotiated the scope of work and price with Stantec and the proposed fee for final design services for the carbon dioxide system, including decommissioning of Well No. 4, is for a not to exceed amount of \$221,476. Approving this task order will allow Public Works to finish the required documentation to submit the EC funding application.	
BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources) The Fiscal Year 2026 budget has \$1.8 million of grant funding allocated for this project, contingent on DEQ's receipt of funds. If DEQ cannot secure the funds and offer a fundable letter to the City, the project will be re-evaluated at that time.	
ACTION PROPOSED Staff recommends Council approving and the Mayor to execute Task Order 2026-1 with Stantec Consulting Services, Inc. in the amount of \$221,476.	

TASK ORDER NO. 2026-1

Pursuant to the

MASTER AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN CITY OF LEWISTON, IDAHO AND STANTEC CONSULTING SERVICES INC.

This Task Order is made this ____ day of _____, 2026, and entered into by and between the City of Lewiston, a municipal corporation of the State of Idaho (hereinafter "CITY"), and accepted by Stantec Consulting Services Inc. (hereinafter "ENGINEER"), pursuant to the mutual promises, covenant and conditions contained in the Profession Services Master Agreement (1. Water and Wastewater Systems) between the above mentioned parties dated the 3rd day of December, 2025. The Project Name for this Task Order 2026-1 is as follows:

CITY OF LEWISTON

WTP ALKALINITY ADDITION (WR086)

PROJECT UNDERSTANDING

See exhibit A, Scope of Services.

SCOPE OF WORK

See exhibit A, Scope of Services.

ASSUMPTIONS

See exhibit A, Scope of Services.

TIME OF COMPLETION and COMPENSATION SCHEDULE

See exhibit A, Scope of Services.

The Not-To-Exceed amount to complete all services in exhibit A, Scope of Services for this Task Order No. 2026-1 is two hundred twenty one thousand four hundred seventy six dollars (\$221,476). No compensation will be paid over the Not-To-Exceed amount without prior written approval by the CITY in the form of a Change Order. Monthly invoices shall be billed as a percentage of work completed. Any and all travel will only be reimbursed if pre-approved by the Project Manager. Reimbursable expenses will be paid at cost and only if pre-approved by the Project Manager and accompanied by an itemized receipt. Any travel and/or reimbursables paid will be paid as part of the Not-To-Exceed Task Order total.

APPROVAL AND ACCEPTANCE

Approval and Acceptance of this Scope of Work shall incorporate this Task Order No. 2026-1 as part of the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Task Order No. 2026-1 as of the date last signed below.

CONSULTANT

Stantec Consulting Services Inc.
Smith,
Nickolas

Digitally signed by Smith,
Nickolas
Date: 2026.02.19 15:59:53
-07'00'

Nickolas Smith, Senior Principal

Dated: 02/19/2026

CITY

City of Lewiston, Idaho

Daniel G. Johnson, Mayor

Dated: _____

ATTEST:

Exhibit A

Scope of Services

City of Lewiston

Potable Water System

Alkalinity Supplement Final Design – Scope of Services

Table of Contents

Introduction.....	2
1. Project Administration.....	2
1.1 Tracking and Invoicing.....	2
1.2 Internal Coordination.....	2
2. Meetings and Workshops	3
2.1 Project Kickoff and Criteria	3
2.2 Progress Report Meetings.....	3
2.3 Design Deliverable Workshops	3
3. Final Design	3
3.1 Updated Design Criteria	3
3.2 Final Design Deliverable	3
3.3 Bid Support.....	5
Preliminary Schedule	6
Fee Schedule	6
Additional Services	7

CITY OF LEWISTON POTABLE WATER SYSTEM ALKALINITY SUPPLEMENT FINAL DESIGN

SCOPE OF SERVICES

Introduction

Through routine monitoring, the City of Lewiston (City) has determined that per- and/or polyfluoroalkyl substances (PFAS) have been found in Well 4. The Well 4 water is high in alkalinity and currently blended with treated water from the water treatment plant to provide a balanced level of alkalinity prior to distribution. Due to the Well 4 PFAS, the City would like to remove the well from the potable drinking water system but needs to consider replacement of the alkalinity that the system would lose with the removal of this well. After an alternative analysis was completed, the City decided to move forward with the design of a new carbon dioxide feed system to supplement the lost alkalinity in their system. Stantec Consulting Services Inc. (Stantec) completed the preliminary design and the preliminary engineering report (PER) for the alkalinity (carbon dioxide) supplement alternative, which was approved by the Idaho Department of Environmental Quality on November 24, 2025. The City has requested that Stantec provide final design services for the carbon dioxide system, including decommissioning of Well 4.

The scope of work to perform the above noted items will be executed through the following tasks:

1. Project Administration

The following subtasks identify the services performed to manage the administration, tracking and general coordination for the project.

1.1 Tracking and Invoicing

Stantec will prepare and maintain tracking tools for monthly reporting and invoicing to the City. The invoicing will include monthly status updates on a task-by-task basis, physical percent complete status, schedule updates and any changes or new risks identified in the billing period.

Stantec will also track any changes requested outside of the scope of work or any decisions identified within the work for documentation and future coordination or reference by Stantec or the City. It is assumed that project management will be independent of any other Stantec projects running concurrently with the City of Lewiston. Additional schedule duration could result in additional fees.

1.2 Internal Coordination

Stantec will coordinate internally on a regular basis to coordinate status, identify needs on technical evaluations, work through challenges and risks, and provide a forum for issues or

questions that need to be addressed with the City or that need further attention within the planning Team. Items identified in these meetings that need to be addressed with the City will be added to the monthly update meeting agenda or as an impromptu City communication if needed.

2. Meetings and Workshops

Stantec will lead meetings and workshops with the City outlined below. Stantec will provide agendas, take notes and distribute notes within two days after the meetings. An average of three Stantec team members are assumed to attend the meetings and workshops.

2.1 Project Kickoff and Criteria

This meeting will include communicating the scope of the project, identify information needed including an additional request for information (RFI), confirm dates for expected deliverables and solicit input on anything additional needed in the final design. The meeting is expected to be in-person, attended by up to two Stantec staff and approximately one-hour in duration.

2.2 Progress Report Meetings

Stantec will keep the City advised of the status of the Project. This coordination will include virtual monthly update meetings with the City to communicate and document task by task status, decisions, identified Project risks, action items, change of conditions, schedule updates, financial status, and other miscellaneous items that arise. The meetings are expected to be virtual and approximately one-hour in duration with an average of three Stantec staff.

2.3 Design Deliverable Workshops

Stantec will lead workshops to review the 60% and 90% design deliverables approximately two week after submission to the City. The workshops will review the design and identify any design gaps or revisions requested by the City prior to moving to the next design phase. The workshops are expected to be virtual and two-hours in duration.

3. Final Design

3.1 Updated Design Criteria

Based upon the work in the preliminary design, the design criteria should be established. However, as design progresses this information will be reviewed for final design and there may be adjustments needed which will be incorporated into the design and information communicated to the vendor and contractor. This information will be included in the final bid documents.

3.2 Final Design Deliverable

Stantec will develop final design deliverables (60%, 90%, and 100%). The 60% and 90% design deliverables will be provided to the City for City review and comment. The 100% design deliverables will be submitted to IDEQ for their review and approval. Cost estimates will be developed with the design deliverables. The final design drawings will include:

- General Drawings: Cover, Drawing Index, Common Symbols and Abbreviations, Process Flow Diagram, Design Criteria, and Pipe Schedule.

- Process Mechanical Drawings: Notes and Symbols, Standard Details, Carbon Dioxide System Plan, Carbon Dioxide System Section.
- Instrumentation and Control Drawings: Symbols and Abbreviations, Installation Details, Control System Architecture, Carbon Dioxide System Process and Instrumentation Diagrams (P&ID).
- Electrical Drawings: General Notes, Symbols and Abbreviations, Electrical Site Plan, Carbon Dioxide Single Line Diagram.
- Civil Drawings: Notes and Symbols, Standard Details, Civil Site Layout and Profile with Well #4 demolition and decommissioning notes.
- Structural: Notes and Design Criteria, Structural Inspections and Observations, Standard Details, Carbon Dioxide Equipment Pad.

Final Design Assumptions:

- The preliminary engineering report was completed and approved prior to this contract. It is assumed that no further updates are required to the preliminary engineering report.
- Standard specifications will be provided at 60% design with full customization of specifications at 90%.
- Stantec shall be entitled to reasonably rely upon the information and data provided by the City or obtained from generally acceptable sources within the industry without independent verification except to the extent such verification is expressly included herein.
- The City will provide the Division 00 specification template. Stantec will compile the bid package using the City's template.
- No HVAC, plumbing or fire protection work is needed because the system is located outdoors.
- Exposed piping and equipment will be heat traced and insulated.
- It is assumed the power for the new Carbon Dioxide System can be run from "Panel P" in the existing finished water pump station through existing ductwork to the proposed location of the new Carbon Dioxide System.
- A control panel including the transformer would be needed to step down power and distribute to the separate component of the Carbon Dioxide System.
- The controls for the new Carbon Dioxide System will be integrated into the existing SCADA system.
- There is no new infrastructure needed in the existing WTP building and there is sufficient space on the existing site for the new carbon dioxide equipment.
- To achieve the desired alkalinity and pH results, the WTP will need to increase their current sodium hydroxide dose. It is assumed that the existing sodium hydroxide dosing system is sufficient to meet the increased dosage and no upgrades are required.

- Carbon Dioxide will be dosed at the existing raw water vault.
- The finished water quality goals are a pH range of 7.5 – 7.9 and an alkalinity range of 20-25 mg/L.
- The Carbon Dioxide system will include a carbon dioxide storage tank, pressurized solution feed panel and a carbonic diffuser for injection.
- The carbon dioxide storage tank and pressurized feed panel will be placed outdoors on concrete pads.
- A new 2" finished water line will be routed from Railroad Avenue to the pressurized solution feed panel. The new connection to the existing finished water line needs to be capable of supplying up to 40 gpm at 70 psi to the Carbon Dioxide System.
- Well No. 4 will be decommissioned as part of the project. For the decommissioning process Stantec will coordinate the decommissioning design effort for contractor performance. It is expected that the general scope of the contractor's Well 4 decommissioning will be piping disconnect, pump removal, well sealing and other minor requirements and reporting per industry standard. The well decommissioning will be called out on the site layout drawing.
- Deliverables will include 60% drawings and specifications, 90% drawings, construction schedule, and specifications, and 100% (Issued for Construction) drawings and specifications.
- Specifications will conform to 2020 CSI Master Format.
- Design will meet BABAA requirements.
- Pre-purchased equipment is not assumed as part of this design effort.
- Final 100% Design drawings will be submitted by Stantec for the building permit.
- No geotechnical investigation or survey needed.
- Stantec will compile a 60% check set during the 60% design process to review with the City at a progress meeting to confirm the 60% deliverable meets the City's expectations.

3.3 Bid Support

Bid support for the project will include:

- Attendance at the pre-bid meeting and site visit for one Stantec staff including travel expenses.
- Assist with responding to contractor questions during bidding that arise during bidding. It is assumed that responses to 15 questions will be needed as part of this effort.
- Prepare and issue addenda as appropriate to clarify, correct or change the issued documents. Up to two addenda are assumed.
- Support with bid reviews and development of an award recommendation letter.

Bid Support Assumptions:

- The City will issue the contract documents for bidding and coordinate the bid opening and award.
- Stantec will lead the pre-bid meeting, including putting together an agenda and notes.
- The bidding phase will be considered complete upon award of Construction Contracts for the Work and commencement of the construction phase.

Note: Engineering Services During Construction is not included in this scope of work but a proposal for installation support can be submitted upon City request.

Preliminary Schedule

The City has a funding application deadline for the Project as of March 31, 2026, including an executed Engineering Agreement. In order to meet that schedule, Stantec has established the critical milestones are as assumed below:

- NTP – March 31, 2026
- Check Set – Week of May 4th, 2026
- 60% Design Deliverable – June 15, 2026
- 60% Design Workshop – Week of June 29, 2026
- 90% Design Deliverable – September 7, 2026
- 90% Design Workshop – Week of September 21, 2026
- Permitting Deliverable to DEQ – October 5, 2026
- 100% Design Deliverable – November 9, 2026

A detailed schedule will be developed and presented at the Kickoff Meeting.

Fee Schedule

The proposed fee for this proposal is shown as \$221,476 for the scope herein and the tasks identified in the table below. Task by task budgets are estimates only and fees from one task can be used to fund a separate task provided the overall not-to-exceed amount is not exceeded. Billing rates are valid through December 31, 2026 per Attachment A - Rate Table and the project will be billed as shown on the table below.

Task	Task Name	Hours	Total
1	Project Administration	132	28,864
1.1	Tracking and Invoicing	48	9,008
1.2	Internal Coordination	84	19,856
2	Meetings and Workshops	102	27,367
3	Final Design	726	154,358
3.1	60% Design	291	61,638
3.2	90% Design	165	33,935
3.3	100% Drawings	109	22,871
3.4	Specifications	107	22,954
3.5	Cost Estimates	54	12,960
4	Bid Support	39	10,887
Total Fee (T&M)			\$221,476

Additional Services

Stantec is able to provide the following additional services as requested by the City for an agreed upon proposal:

- Services during construction
- Prepurchase equipment
- Housing for new alkalinity system

Lewiston Alkalinity Supplement Final Design Project

CONFIDENTIAL RATE SCHEDULE

1. The rates provided below shall be in effect for the Lewiston Alkalinity Alternative Final Design effort.
2. Services provided by CONSULTANT personnel in various labor categories will be billed at the following negotiated hourly rates (inclusive of salary, overhead, and fee):

Title	Key Personnel	*Billing Rate
Principal-in-Charge / PM	Nick Smith	\$264
Water Quality Specialist/QC	Bryan Black	\$291
PTL / Process Mechanical	Adam Odell	\$264
Deputy PTL / Process Mech	Danielle Philbrick	\$214
Process Mech Engineer	Michael Burns	\$184
Process Mech Designer	Rahul Reddy	\$138
Civil Lead	Jeromy Jones	\$214
Civil EIT	Andrea Carpenter	\$190
Civil QC	Jason Hurless	\$250
I&C Lead	Phil Atkinson	\$291
I&C Engineer	Shayan Afzal	\$190
I&C Designer	Ashwini Adhyapak	\$162
I&C QC	Alexander Aquino	\$291
Structural Lead	Dusit Roongsang	\$250
Structural EIT	Josh Yung	\$198
Structural Designer	Yogesh Desai	\$162
Structural QC	Doug Rounds	\$291
Electrical Lead	Keith Smith	\$264
Electrical Engineer	Cotter Crone	\$214

Electrical QC	Mike Mongrain	\$237
Senior Administration	Emily DeVitis	\$184
Project Accountant	Andrew Eichenlaub	\$115
Engineering Intern	Josh Kubu	\$105

**The above unit prices include payroll taxes, insurance costs, fringe benefits, general overhead, and consultant profit.
These rates are valid through December 31, 2026.*

3. Travel will not be billed to the City of Lewiston for travel based within 60 miles of the City.
4. Subconsultant markups will be limited to 10% and will be paid on a lump sum basis.
5. Additional staff not identified herein will be billed out at Stantec's Rate Table 2 standard.



CITY COUNCIL MEETING AGENDA ITEM SUMMARY

ITEM TITLE RESOLUTION 2026-05	AGENDA NO. VI. H. AGENDA DATE: March 9, 2026
ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.) The Transportation Capital Improvement Plan (CIP) serves as a vital guide, prioritizing major transportation capital improvement projects based on mobility, safety, economic vitality, livability, and responsible governance. Updated yearly, it incorporates progress from prior years, adjusts ongoing projects with new data or needs, and integrates fresh initiatives. On February 23, 2026, City Council held a public hearing to receive comments on the 2026 Transportation Capital Improvement Plan (CIP). Director Johnson used the ranking approved on the 2025 CIP and incorporated the comments received from citizens and Council at the public hearing to create an updated ranking based on: • Moving Grelle from rank #62 to #21; • Moving Thain/Warner/10th Intersection from #48 to #14; and • Moving the Thain Corridor Study projects up to where the criteria recommends. Last year these projects were not ranked which landed them at the bottom of the list. The next step in the annual process is consideration of adoption by City Council.	
BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources) This is a planning document and a project's inclusion on the CIP does not equate to future budget appropriation, design, construction, etc.	
ACTION PROPOSED City Council may change the project rankings by making a motion to amend the 2026 Transportation Capital Improvement Plan. If City Council makes any changes to the plan (Exhibit A), Public Works staff will update the exhibit accordingly and send the final copy to the City Attorney's Office so they can revise Resolution 2026-05 with the corrected exhibit.	

RESOLUTION 2026-05

A RESOLUTION ADOPTING THE CITY OF LEWISTON 2026 TRANSPORTATION CAPITAL IMPROVEMENT PLAN

WHEREAS, on February 22, 2021, the Lewiston City Council, through Resolution 2021-12, adopted the City of Lewiston 2020 Transportation Plan (“Transportation Plan”);

WHEREAS, the Transportation Plan includes Appendix J: Transportation Capital Improvement Plan (“Transportation Plan CIP”), which prioritizes and ranks projects and is to be revised annually with opportunities for public input;

WHEREAS, on February 28, 2022, the Lewiston City Council, through Resolution 2022-2, adopted the Transportation Plan CIP for 2022;

WHEREAS, on February 27, 2023, the Lewiston City Council, through Resolution 2023-15, adopted the Transportation Plan CIP for 2023;

WHEREAS, on March 11, 2024, the Lewiston City Council, through Resolution 2024-7, adopted the Transportation Plan CIP for 2024;

WHEREAS, on March 10, 2025, the Lewiston City Council, through Resolution 2025-09, adopted the Transportation Plan CIP for 2025; and

WHEREAS, on February 23, 2026, the Lewiston City Council held a public hearing to gather public comments regarding the Transportation Plan CIP for 2026.

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

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

SECTION 2: The Transportation Plan CIP is hereby revised for 2026 as set forth in Exhibit A, attached hereto and incorporated herein.

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

PASSED this _____ day of _____, 2026.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

Tanya M. Brocke, City Clerk

EXHIBIT A
to
Resolution 2026-5



2026 Transportation Capital Improvement Plan (CIP)

Status: **Draft**
Last Modified: 2/27/26
List Total Cost*: \$277,902,000

*Excludes Plans and Studies

CIP ID	Project Type	Location	Bounds	Description	CIP \$ Est	CIP \$ Est Year	2026 Rank	vs	2025 Adopted Rank	vs	2026 Update
2020-096	Reconstruct Roadway Pedestrian Facilities Sidewalks Bike Route Roundabout Signalization	Main St. and D St.	Interstate Bridge to Jefferson St.	Reconstruct Main from Interstate Bridge to Jefferson. Reconstruct D from 1st to ~250 west of Temple Ln. ADA improvements, sidewalks, bike route, beautification, landscape, public spaces, convert to two-way traffic, and roundabouts at US-12 / 1st / Main intersection and 1st / D.	\$20,808,000	2024	3	vs	1	vs	1
2020-100	Road Widening ADA Ramps Sidewalks	Snake River Ave.	Main St. to 11th Ave.	Install new center turn lane, sidewalks, and pedestrian ramps.	\$4,041,000	2020	11	vs	2	vs	2
2020-103	Road Widening ADA Ramps Sidewalks	Southway Ave. and 16th Ave.	Snake River Ave. to 8th St.	Widen to 4-lanes with left turn lanes. Upgrade corners for ADA compliance, remediate and infill sidewalk.	\$5,238,000	2020	9	vs	3	vs	3
2025-003	Access Control Restriping Safety Signalization	Thain Rd. / Preston Ave.	Intersection	Install new traffic signal. Convert west leg of 9th St to a cul-de-sac and add left-turn lanes on eastbound and westbound Preston Ave. *Recommendation: construct before or at the same time as Preston Ave. / Thain Rd.*	\$1,743,000	2024	17	vs	6	vs	4
2020-140	Reconstruct Roadway Hot Mix Overlay Bike Route Bike Lanes Parking ADA Ramps Sidewalks	8th St.	5th Ave. to 11th Ave.	Reconstruct roadway (5th to 7th Ave.), overlay (7th to 11th Ave.), upgrade corners for ADA compliance, and remediate and infill sidewalk. Install sign for bike route and sharrows (short-term); once some parking and / or the center turn lane is removed, add bike lanes (long-term).	\$2,493,000	2020	6	vs	7	vs	5
2020-122	Reconstruct Roadway Road Widening Signalization HAWK ADA Ramps Sidewalks Bike Crossing	Bryden Ave.	4th St. to 7th St.	Widen to 5-lanes and reconstruct intersections for 5-lane configuration. Upgrade geometry (4th St.), add pedestrian actuated signal (6th St.), upgrade traffic signals (5th and 7th St.). Install ADA compliant sidewalk on both sides of road. Install ADA ramps and bike crossings.	\$12,734,000	2023	1	vs	8	vs	6
2020-123	Road Widening Turn Lane(s) Signalization HAWK ADA Ramps Bike Crossing	Bryden Ave.	7th St. to Thain Rd.	Widen to 5-lanes, upgrade geometry (4th St.), add pedestrian actuated signal or traffic signal (8th St.), upgrade traffic signals (10th and Thain intersections). Install ADA ramps, width for bicycles, bicycle crossings, eastbound right turn lane and southbound right turn lane (10th St.).	\$7,680,000	2022	2	vs	9	vs	7

CIP ID	Project Type	Location	Bounds	Description	CIP \$ Est	CIP \$ Est Year	2026 Rank	vs	2025 Adopted Rank	vs	2026 Update
2020-111	Reconstruct Roadway Sidewalks Bike Route ADA Ramps	9th St.	Idaho St. to 5th Ave.	Reconstruct roadway, retaining wall, ADA ramps; install elevated pedestrian path on west side (Idaho to stairs, 1/3 up the grade), sidewalk on east side, bike route sign and sharrows.	\$6,312,000	2025	16	vs	10	vs	8
2020-102	Reconstruct Intersection Road Widening Bike Route Bike Lanes Shared Use Path	Lapwai Rd.	E Main St. to City Limits	Widen to 4-lanes, add 10 foot shared use trail. Install sign for bike route and sharrows (short-term); once road is widened to 4-lanes, add bike lanes (long-term).	\$11,801,000	2020	7	vs	11	vs	9
2020-124	Reconstruct Roadway	21st St.	7th Ave. to Nez Perce Grade	Reconstruct roadway, reconstruct pedestrian ramps at intersection, and implement access control.	\$7,053,000	2020	23	vs	4	vs	10
2020-141	Road Widening ADA Ramps Sidewalks	16th Ave.	18th St. to 21st St.	Widen to 3-lanes. Upgrade corners for ADA compliance, remediate and infill sidewalk.	\$4,585,000	2020	13	vs	12	vs	11
2020-019	Reconstruct Roadway Bike Boulevard Bike Route	Burrell Ave.	4th St. to 12th St.	Reconstruct roadway (6th to 7th), create bike route (4th to 7th). Install signage, sharrows, and bike boulevard for minor traffic calming (7th to 12th).	\$1,562,000	2020	44	vs	5	vs	12
2020-098	Road Widening Sidewalks Bike Route	Snake River Ave.	11th Ave. to Southway Ave.	Install new center turn lane, curb, gutter, and sidewalks. Install sidewalks (11th Ave. to Prospect Ave.).	\$6,222,000	2025	4	vs	13	vs	13
2023-001	Alternative Intersection Access Control Safety	Thain Rd. / Warner Ave. / 10th St.	Intersection	Reconfigure 10th St. / Warner Ave. Install new median on 10th St. between Thain Rd. and Warner Ave. and new median on Warner Ave. and 10th St. *Recommendation: construct project after or at same time as Preston Ave. / Thain Rd.*	\$240,000	2024	27	vs	48	vs	14
2020-118	Road Widening Bike Route Bike Lanes Sidewalks Shared Use Path	Warner Ave.	13th St. to 16th St.	Widen to 3-lanes with a single center turn lane, install 6ft sidewalks on the south side of the road, install shared use trail on north side where there is no sidewalk. Install sign for bike route and sharrows (short-term); once widened to 3-lanes, add bike lanes (long-term).	\$9,740,000	2020	5	vs	14	vs	15
2020-091	Sidewalks	Schools - Downtown / North Central	1/2 mile radius	Add sidewalks within 1/2 mile radius of Lewis-Clark State College, Whitman Elementary School, Webster Elementary School, Jenifer Middle School, and McSorley Elementary School.	\$15,356,000	2020	32	vs	15	vs	16
2020-092	Sidewalks	Schools - Central	1/2 mile radius	Add sidewalks within 1/2 mile radius of Lewiston High School, McGhee Elementary School, Centennial Elementary School, Orchards Elementary School, and Sacajawea Middle School.	\$29,393,000	2020	33	vs	16	vs	17
2020-109	Reconstruct Roadway Parking Sidewalks Bike Boulevard Bike Route Classification Upgrade Curb & Gutter	7th St.	Bryden Ave. to Grelle Ave.	Reconstruct roadway with two 12 foot travel lanes, 8 foot parking, curb, gutter, and sidewalk. Bike boulevard (Bryden to Burrell) and bike route with sharrows and signs (Burrell to Grelle). *Lewiston Transportation Plan Recommendation: Upgrade road to collector (Bryden to Burrell)*	\$3,803,000	2020	14	vs	17	vs	18

CIP ID	Project Type	Location	Bounds	Description	CIP \$ Est	CIP \$ Est Year	2026 Rank	vs	2025 Adopted Rank	vs	2026 Update
2020-105	Signalization Crosswalk Signing Shared Use Path	Bryden Canyon Rd. & Snake River Ave. On/Off Ramps	Intersection	Major signalization at intersection (warrants traffic signal) with design taking into account steep westbound grade and slight curve and possibility of advanced warning sign. Install "Crosswalk Ahead" signage on Snake River Ave., crosswalk across north leg, and opening in guard rail along west side of Snake River Ave. for new pathway between this intersection crossing and the Levee Trail.	\$1,368,000	2020	19	vs	18	vs	19
2020-120	Reconstruct Roadway Bike Boulevard Sidewalks ADA Ramps Curb & Gutter	Burrell Ave.	12th St. to 18th St.	Reconstruct roadway to widen to 2-lanes and install curb, gutter, sign for bike route and sharrows, bike boulevard for minor traffic calming (16th St. to 18th St.), 6ft sidewalks on the north side of the road, and ADA compliant ramps.	\$7,953,000	2020	22	vs	19	vs	20
2020-045	Bike Boulevard Bike Route	Grelle Ave.	18th St. to Lindsay Creek Rd.	Install sign for bike route and sharrows (20th St. to Lindsay Creek Rd.). Install sign for bike route, sharrows, and bike boulevard for minor traffic calming (18th St. to 20th St.).	\$622,000	2020	74	vs	62	vs	21
2025-006	Access Control ADA Ramps Restriping Road Widening Safety Signal Timing	Thain Rd. / Bryden Ave.	Intersection	Widen west leg of Bryden Ave. Close south leg 11th St with a cul-de-sac. Close north leg 11th St access. Update signal timing to allow permissive and overlap phase for eastbound right-turn movement.	\$1,202,000	2024	10	vs	144	vs	22
2025-007	Access Control Restriping Safety Signal Timing	Thain Rd. / Burrell Ave.	Intersection	Close crosswalk on the south leg of Thain. Update signal timing to include leading pedestrian interval.	\$21,000	2024	12	vs	145	vs	23
2020-127	Roundabout Crosswalk Signing HAWK	16th Ave. / 14th St.	Intersection	Install roundabout (size (full or mini) would be determined by available right-of-way), new crossing signage, markings, and a high-intensity activated crosswalk beacon (HAWK) near intersection.	\$4,872,000	2020	26	vs	20	vs	24
2020-036	Bike Route Shared Use Path	23rd St. and Juniper Dr. extension	11th Ave. to 16th Ave., then to south end of Juniper Dr. to Nez Perce Dr.	Install sign for bike route and sharrows (11th Ave. to 16th Ave.) and shared use trail (Juniper Dr. to Nez Perce Dr.)	\$332,000	2020	28	vs	21	vs	25
2020-066	Bike Boulevard Shared Use Path	17th St. and 13th Ave.	11th Ave. to 13th Ave. to 14th St.	Install sign for bike route, sharrows, and bike boulevard for minor traffic calming (13th Ave). Add shared use path (17th St.).	\$347,000	2020	30	vs	22	vs	26
2020-082	ADA Ramps Sidewalks	18th St., 17th St., and 5th St.	Main St. to Bryden Ave.	Upgrade corners for ADA compliance, remediate and infill sidewalks.	\$4,651,000	2020	34	vs	23	vs	27
2020-090	ADA Ramps Sidewalks	Southway Ave. and 16th Ave.	Snake River Ave. to 9th St. and 17th St. to 21st St.	Upgrade corners for ADA compliance, remediate and infill sidewalks.	\$2,368,000	2020	35	vs	24	vs	28
2025-005	Access Control HAWK Safety Transit Stop	Thain Rd. / Linden Ave.	Intersection	Remove access to west leg of Linden Ave. New transit pull-out on east side of Thain Rd. Install new high-intensity activated crosswalk beacon (HAWK) to cross Thain Rd. Remove middle access to gas station on southwest corner.	\$1,922,000	2024	18	vs	146	vs	29
2025-002	Access Control Safety Transit Stop	Thain Rd. / Vista Ave.	Intersection	Remove access to west leg of Vista Ave. New transit pull-out. Add a center median restricting to right-in / out access only.	\$744,000	2024	20	vs	147	vs	30

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2025-008	HAWK Safety	Thain Rd. / Cedar Ave.	Intersection	Install new high-intensity activated crosswalk beacon (HAWK) on the south side of the intersection to cross Thain Rd.	\$833,000	2024	21	vs	148	vs	31
2025-009	ADA Ramps Curb & Gutter HAWK Reconstruct Intersection Restriping Safety Sidewalks	Thain Rd. / Alder Ave.	Intersection	Realign Alder Ave to be perpendicular to Thain Rd. Redesign merge transition from 2-lanes to one lane south of Grelle Ave. Redesign Thain Rd. south of Alder Ave. to a 3-lane section with sidewalk and a center turn lane. Install new high-intensity activated crosswalk beacon (HAWK) for crossing Thain Rd.	\$2,393,000	2024	24	vs	149	vs	32
2020-128	Reconstruct Roadway Bike Route Hot Mix Overlay	10th St.	Warner Ave. to Burrell Ave.	Reconstruct roadway from Thain to Bryden, install sign for bike route and sharrows (Warner to Bryden). Overlay and install sign for bike route and sharrows overlay (Bryden to Burrell).	\$860,000	2020	36	vs	25	vs	33
2020-069	Shared Use Path Bike Route	E 22nd St. N, 1st Ave. N, and 24th St. N	Clearwater River Trail to 3rd Ave. N	Install shared use path (E 22nd St. N), rest sign for bike route, and sharrows.	\$52,000	2020	38	vs	26	vs	34
2020-147	Classification Upgrade Reconstruct Roadway Bike Route Bike Boulevard Sidewalks	18th St. and Ripon Ave.	Pioneer Dr. to Barr Rd.	Upgrade road to collector; install sign for bike route and sharrows (Pioneer Dr. to Ripon Ave. / Barr Rd.), bike boulevard for minor traffic calming (Burrell Ave. to Grelle Ave.), and sidewalks on both sides of street.	\$6,420,000	2020	40	vs	27	vs	35
2020-119	Road Widening Bike Route Bike Lanes	10th St.	Stewart Ave. to Warner Ave.	Widen to 3-lanes with a single center turn lane (Stewart to Park). Install sign for bike route and sharrows (Stewart to Warner, short-term) until bike lanes can be added including restriping the section already widened from Park to Warner (long-term).	\$786,000	2020	15	vs	28	vs	36
2020-126	Signalization	Nez Perce Dr. / Juniper Dr.	Intersection	Major signalization at intersection.	\$1,345,000	2020	25	vs	29	vs	37
2020-114	Road Widening Parking Sidewalks Shared Use Path Bike Route Curb & Gutter	20th St. N / State Highway 128	3rd Ave. N to 6th Ave. N (roadway / bike route), 3rd Ave. N to 18th St. N (path)	Widen and reconstruct to a consistent 38 foot pavement width, allowing two 14 foot lanes with a 10 foot on-street parking aisle on one side, curbing and sidewalk on the other side. Install a 10 foot shared use path (20th St. N; State Highway 128 between 18th St. N and 20th St. N). Install sign for bike route and sharrows.	\$3,067,000	2020	8	vs	31	vs	38
2020-054	Crosswalk Signing RRFB Median Refuge ADA Ramps	9th Ave. / 18th St.	Intersection	Install new pedestrian crossing signage, crossing markings, and a rectangular rapid flashing beacon (RRFB) on the south leg along with a pedestrian island.	\$127,000	2020	45	vs	32	vs	39
2020-107	New Road Sidewalks Bike Lanes	Warner Ave. Extension	16th St. to Lindsay Creek Rd.	New collector; add bicycle lanes and install sidewalks on both sides of street.	\$3,986,000	2020	46	vs	33	vs	40
2020-052	Crosswalk RRFB Median Refuge	Main St. / 23rd St. / 24th St.	Intersection	Install rectangular rapid flashing beacon (RRFB) crossing of Main St., pedestrian island, and striped crosswalk.	\$83,000	2020	47	vs	34	vs	41
2020-073	Bike Route Shared Use Path	20th St. N	Clearwater River Trail to 3rd Ave. N	Install sign for bike route and sharrows (on-street). Install shared use path (between Trail and street).	\$122,000	2020	48	vs	35	vs	42
2020-083	ADA Ramps Sidewalks	11th Ave.	Prospect Ave. to 8th St.	Upgrade corners for ADA compliance, remediate and infill sidewalk.	\$1,119,000	2020	49	vs	36	vs	43

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2020-061	Shared Use Path	17th St. and 19th Ave. and 15th St.	18th Ave. to 21st Ave.	Install shared use path.	\$193,000	2020	50	vs	37	vs	44
2020-077	Grade Separation	13th St. under Railroad	13th St. to levee trail	Install new underpass.	\$1,121,000	2020	52	vs	38	vs	45
2020-024	Shared Use Path	7th St. Connector	Pride Rock driveway to 7th St.	Install shared use path.	\$216,000	2020	53	vs	39	vs	46
2026-002	ADA Ramps Crosswalk Restriping Safety	8th Ave.	9th St. to 9th Ave.	Install sidewalk on the north side of 8th Ave. from 14th St. to 18th St. and low-cost signing / striping for Stop-controlled intersection. Enhance crosswalk visibility with new striping / signage along 8th Ave. at the 9th St. and 13th St. intersections.	\$938,000	2025	31	vs	NEW	vs	47
2020-053	ADA Ramps Sidewalks Bike Crossing RRFB	6th St. / 7th Ave.	Intersection	Install striped bike crossing adjacent to crosswalk (7th Ave. without north 6th St. leg), curb ramp on south side of this crossing, new widened sidewalk (south side of 7th Ave. between the two legs of 6th St.), and a rectangular rapid flashing beacon (RRFB).	\$86,000	2020	54	vs	40	vs	48
2020-059	Bike Route Shared Use Path	Preston Ave.	Bryden Canyon Rd. Path to 4th St.	Install sign for bike route and sharrows (Preston Ave.). Install shared use path (excluding Preston Ave.).	\$36,000	2020	55	vs	41	vs	49
2020-049	Shared Use Path	17th Str. Creek Pathway	17th St. / Vineyard Dr intersection down to Nez Perce Gr. / Preston Ave. intersection	Install shared use path.	\$386,000	2020	56	vs	42	vs	50
2020-136	ADA Ramps Hot Mix Overlay Bike Lanes	18th St.	Main St. to Idaho St.	Work with Idaho Transportation Department (ITD) to extend bike route and / or bike lanes to Railroad Ave.	\$443,000	2020	29	vs	43	vs	51
2020-025	Shared Use Path	Grelle Draw Pathway	Grelle Ave. & 10th St. to City Limits	Install shared use path.	\$418,000	2020	57	vs	44	vs	52
2020-089	ADA Ramps Sidewalks	Idaho St.	9th St. to 21st St.	Upgrade corners for ADA compliance, remediate and infill sidewalks.	\$1,768,000	2020	58	vs	45	vs	53
2020-115	Road Widening Shoulders Bike Route Reconstruct Roadway	Southport Ave.	6th St. to Southport Ave. Extension	AACS: Reconstruct east half with two 12 foot travel lanes, centerline and shoulder striping, minimum 2 foot shoulders, widen west half to 3-lanes (2 through lanes, 1 center turn lane), and add 6 foot shoulders, all robust enough to carry truck traffic. Install sign for bike route and sharrows.	\$8,244,000	2020	60	vs	46	vs	54
2020-078	Shared Use Path	5th Ave.	Prospect Ave. to Snake River Trail	New connection to Snake River Trail with at-grade crossing of Snake River Ave. and Railroad.	\$55,000	2020	61	vs	49	vs	55
2020-125	Signalization	8th St. / 7th Ave.	Intersection	Minor signalization at intersection.	\$1,009,000	2020	42	vs	50	vs	56
2025-004	Access Control Safety	Thain Rd. / Park Ave.	Intersection	Close the west leg of Park Ave with a cul-de-sac.	\$1,012,000	2024	37	vs	150	vs	57
2026-001	Lighting Safety Signing	5th St.	4th Ave. to 7th Ave.	Install low-cost countermeasure at Stop-controlled intersections and lighting along 5th St. at 4th Ave., 5th Ave., 6th Ave., and 7th Ave.	\$376,000	2025	39	vs	NEW	vs	58
2020-023	Shared Use Path	Trail to Modie Park Pathway	Vineyard Dr. to 13th St.	Install shared use path.	\$131,000	2020	62	vs	51	vs	59
2020-009	Bike Route	F St. / 9th St. / Idaho St.	5th St. to 18th St.	Install sign for bike route and sharrows.	\$22,000	2020	63	vs	52	vs	60
2020-079	ADA Ramps Sidewalks	Burrell Ave.	10th St. to 12th St.	Install 6 foot sidewalks (south side of road) and ADA compliant pedestrian ramps.	\$306,000	2020	64	vs	53	vs	61

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2020-002	Bike Route Bike Boulevard	7th St.	Stewart Ave. to Bryden Ave., and Grelle Ave. to 6th St.	Install sign for bike route and sharrows (Stewart Ave. to Park Ave.; Grelle Ave. to 6th St.). Install sign for bike route, sharrows, and bike boulevard for minor traffic calming (Park Ave. to Bryden Ave.). *CIP ID 2020-117 addresses Bryden Ave. to Grelle Ave.*	\$464,000	2020	65	vs	54	vs	62
2020-017	Bike Route Protected Bike Lanes Road Diet	E Main St.	23rd St. to Lapwai Rd.	Install sign for bike route and sharrows (short-term). A protected bike lane with road diet converting to 3-lane cross-section (long-term).	\$2,231,000	2020	66	vs	55	vs	63
2020-041	Bike Route	8th St. and Stewart Ave.	Juniper Dr. to Burrell Ave.	Install sign for bike route and sharrows.	\$27,000	2020	67	vs	56	vs	64
2020-093	Sidewalks	Schools - East	1/2 mile radius	Add sidewalks within 1/2 mile radius of Camelot Elementary School.	\$10,038,000	2020	43	vs	57	vs	65
2020-012	Bike Route	5th St. and 6th St.	D St. to 7th Ave.	Install sign for bike route and sharrows.	\$16,000	2020	68	vs	58	vs	66
2020-038	Bike Boulevard Bike Route	4th St. / Linden Ave. / 5th St.	Park Ave. to O'Connor Rd (4th St) and 4th St. to 5th St. to Burrell Ave. (Linden Ave. / 5th St.)	Install sign for bike route and sharrows (4th St. from Park Ave. to Linden Ave; 4th St. from Bryden Ave. to O'Connor Rd.; Linden Ave. from 4th St. to 5th St.; 5th St. from Linden Ave. to Burrell Ave.). Install sign for bike route, sharrows, and bike boulevard for minor traffic calming (4th St. from Linden Ave. to Bryden Ave.).	\$172,000	2020	70	vs	59	vs	67
2020-003	Uphill Bike Lane	Nez Perce Dr.	Thain Rd. to Juniper Dr.	Install sign for bike route and sharrows.	\$11,000	2020	72	vs	60	vs	68
2020-081	ADA Ramps Sidewalks	17th St. / 23rd Ave.	Intersection	Install sidewalk, retaining wall, and pedestrian ramps to northwest corner to help with connectivity.	\$303,000	2020	73	vs	61	vs	69
2020-058	Protected Bike Lanes Road Diet	17th St. / 18th St.	Idaho St. to 11th Ave.	Restripe to 3-lane cross-section with two-way left-turn lane (TWLTL) and add protected bike lanes.	\$802,000	2020	75	vs	63	vs	70
2020-080	Signing Sidewalks	Locomotive Park existing sidewalk	Levee Trail	Install sidewalks and wayfinding signs to connect to the Levee Trail (across railroad tracks).	\$229,000	2020	76	vs	64	vs	71
2020-007	Bike Route	Prospect Ave. and Snake River Gr.	Southway Ave. to Main St.	Install sign for bike route and sharrows.	\$34,000	2020	77	vs	65	vs	72
2020-014	Bike Route Parking Bike Lanes Restriping	11th Ave.	Prospect Ave. to 8th St.	Install sign for bike route, install sharrows, move centerline, restrict parking (short-term). Add bike lanes by narrowing lane widths to 10-feet (long-term).	\$60,000	2020	79	vs	66	vs	73
2026-003	ADA Ramps Crosswalk Restriping Safety Sidewalks Signing	11th Ave.	3rd St. to 24th St.	Install rectangular rapid flashing beacons (RRFBs) in front of Lewis Clark State College. Install sidewalk on the north side of 11th Ave. from 14th St. to 17th St. Install high-visibility crosswalks with enhanced signing / striping along 11th Ave. at 3rd St., 11th St., 12th St., 15th St., 18th St., 20th St., 23rd St., and 24th St.	\$909,000	2025	51	vs	NEW	vs	74
2026-004	Reconstruct Roadway	5th St.	F St. to 2nd Ave.	Reconstruction of existing concrete roadway with the same design or an improved design.	\$307,000	2020	59	vs	NEW	vs	75
2025-001	Signal Timing Safety	Thain Rd. / Stewart Ave.	Intersection	Convert the southbound left-turn from a permissive left-turn to a protected-only left-turn.	\$21,000	2024	78	vs	151	vs	76
2020-106	Signalization	Southway Bridge South Access / Snake River Ave.	Intersection	Major signalization at intersection (warrants a traffic signal).	\$1,345,000	2020	80	vs	67	vs	77
2020-004	Bike Route Safety	Juniper Dr.	Regence Ct. to Stewart Ave.	Install sign for bike route and sharrows. *Review pedestrian safety alternatives.*	\$10,000	2020	81	vs	68	vs	78
2020-013	Bike Boulevard Bike Route	7th Ave.	Prospect Ave. to 8th St.	Install sign for bike route, sharrows, and bike boulevard for minor traffic calming (Prospect Ave. to 7th St.). Add bike route (7th St. to 8th St.).	\$362,000	2020	82	vs	69	vs	79
2020-040	Bike Route Bike Lanes Road Diet	Nez Perce Gr. and 6th St.	Thain Rd. to Burrell Ave.	Install sign for bike route and sharrows. *Recommendation: widen and pave the shoulder or reduce the number of travel lanes to provide a southbound bike lane (Thain Rd. to Park Ave.)*	\$196,000	2020	83	vs	70	vs	80

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2020-071	Uphill Bike Lane	Snake River Ave.	NB from trail south of Levee Bypass / Snake River Ave. to Snake River Gr.	Add bike lanes (northbound only).	\$1,000	2020	84	vs	71	vs	81
2020-008	Bike Route	13th St.	8th Ave. to Main St.	Install sign for bike route and sharrows.	\$11,000	2020	85	vs	72	vs	82
2020-138	Hot Mix Overlay Bike Route	Ripon Ave.	14th St. to Barr Rd.	Overlay, install sign for bike route and sharrows.	\$548,000	2020	41	vs	73	vs	83
2020-015	Bike Boulevard Uphill Bike Lane Parking	14th St. and 4th St.	8th Ave. to Park Ave.	Install sign for bike route and sharrows, minor traffic calming (bike blvd). *For consideration: adding uphill bike lane by removing on-street parking (18th Ave. to Park Ave.)*	\$898,000	2020	86	vs	74	vs	84
2020-067	Bike Lanes Bike Boulevard	8th Ave. and 20th St.	9th Ave. to 24th St.	8th Ave from 20th St to 24th St: Add bike lanes (8th Ave. to 20th St. to 24th St.). Install sign for bike route and sharrows, minor traffic calming with bike boulevard (20th St. from 8th Ave. to 9th Ave.).	\$104,000	2020	86	vs	75	vs	85
2020-005	Bike Route	29th St. and 8th Ave. and 24th St.	16th Ave. to E Main St.	Install sign for bike route and sharrows.	\$25,000	2020	88	vs	76	vs	86
2020-022	Bike Route	21st St.	Grelle Ave. to City Limits (south)	Install sign for bike route and sharrows.	\$18,000	2020	89	vs	77	vs	87
2020-030	Bike Boulevard	9th Ave. / 20th St. / 10th Ave.	14th St. to 11th Ave.	Install sign for bike route, sharrows, and bike boulevard for minor traffic calming.	\$835,000	2020	90	vs	78	vs	88
2020-027	Bike Route	9th St.	F St. to D St.	Install sign for bike route and sharrows.	\$3,000	2020	91	vs	79	vs	89
2020-129	Reconstruct Roadway	6th Ave. N	12th St. N to 20th St. N	Complete replacement of road with the same design or an improved design.	\$1,430,000	2020	92	vs	80	vs	90
2020-130	Reconstruct Roadway	12th St. N	6th Ave. N to north end of road	Complete replacement of road with the same design or an improved design.	\$360,000	2020	93	vs	81	vs	91
2020-039	Bike Boulevard Bike Route	Park Ave.	4th St. to 10th St.	Install sign for bike route and sharrows, minor traffic calming with a bike boulevard (4th St. to 7th St.). Install sign for bike route and sharrows (7th St. to 10th St.).	\$944,000	2020	94	vs	82	vs	92
2020-016	Bike Route Bike Lanes Road Widening	Vineyard Dr.	8th St. to 14th St.	Sign for bike route and install sharrows (short-term); once road is widened, add bike lanes (long-term).	\$3,866,000	2020	95	vs	83	vs	93
2020-037	Bike Route	16th Ave.	19th St. to 29th St.	Sign for bike route and install sharrows.	\$15,000	2020	97	vs	84	vs	94
2020-068	Bike Route	F St.	13th St. to Lewiston Community Center	Install sign for bike route and sharrows.	\$2,000	2020	98	vs	85	vs	95
2020-047	Bike Route	Powers Ave.	16th St. to 21st St.	Install sign for bike route and sharrows.	\$29,000	2020	99	vs	86	vs	96
2020-026	Shared Use Path	Lindsay Creek Pathway	Community Park path westward to Cecil Andrus Way Extension	Install shared use path.	\$161,000	2020	100	vs	87	vs	97
2020-051	Signing Bike Box	5th St. / D St.	Intersection	Install wayfinding sign at the end of the pathway to direct bicyclists to the proper roadway location, bike boxes in the SB lane on 5th St. and WB lane on D St.	\$11,000	2020	101	vs	88	vs	98
2020-032	Bike Route	11th Ave.	21st St. to 29th St.	Install sign for bike route and sharrows.	\$12,000	2020	102	vs	89	vs	99
2020-044	Bike Route	14th St.	Warner Ave. to Ripon Ave.	Install sign for bike route and sharrows.	\$29,000	2020	104	vs	90	vs	100
2020-087	ADA Ramps Sidewalks	23rd Ave. / 15th St.	Intersection	Install sidewalk and pedestrian ramp to improve access along transit route.	\$118,000	2020	106	vs	91	vs	101
2020-006	Bike Boulevard	8th Ave.	6th St. to 14th St.	Install sign for bike route, sharrows, and bike boulevard for minor traffic calming.	\$700,000	2020	107	vs	92	vs	102
2020-086	ADA Ramps Sidewalks	Grelle Ave.	12th St. to Thain Rd.	Install ADA compliant sidewalk and pedestrian ramps.	\$910,000	2020	108	vs	93	vs	103

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2020-085	ADA Ramps Sidewalks	12th St.	Grelle Ave. to Powers Ave.	Install ADA compliant sidewalk and pedestrian ramps.	\$923,000	2020	109	vs	94	vs	104
2020-043	Bike Boulevard	Airway Ave.	12th St. to 16th St.	Install sign for bike route and sharrows, minor traffic calming (bike blvd).	\$1,242,000	2020	110	vs	95	vs	105
2020-131	Reconstruct Roadway	7th Ave. N	12th St. N to 18th St. N	Complete replacement of road with the same design or an improved design.	\$1,050,000	2020	111	vs	96	vs	106
2020-031	Bike Boulevard	6th St.	7th Ave. to 12th Ave.	Install sign for bike route, sharrows, and bike boulevard for minor traffic calming.	\$429,000	2020	112	vs	97	vs	107
2020-042	Bike Route	Cecil Andrus Way	10th St. to end	Install sign for bike route and sharrows.	\$21,000	2020	113	vs	98	vs	108
2020-010	Bike Boulevard Bike Lanes	11th St. and Powers Ave. and 12th St.	Burrell Ave. to Birch Ave.	Install sign for bike route, sharrows, and bike boulevard for minor traffic calming. Add contraflow bike lane from Thain Rd. / Burrell Ave. intersection to Cedar Ave.	\$921,000	2020	114	vs	99	vs	109
2020-011	Bike Route	16th St.	Warner Ave. to Ripon Ave.	Install sign for bike route and sharrows.	\$29,000	2020	115	vs	100	vs	110
2020-021	Bike Route	11th St. and Ripon Ave.	Birch Ave. to 14th St.	Install sign for bike route and sharrows.	\$18,000	2020	116	vs	101	vs	111
2020-048	Bike Route	Country Club Dr.	Snake River Ave. to clubhouse	Install sign for bike route and sharrows.	\$36,000	2020	117	vs	102	vs	112
2020-018	Bike Route	Stewart Ave.	Juniper Dr. to 10th St.	Install sign for bike route and sharrows.	\$9,000	2020	118	vs	103	vs	113
2020-033	Bike Route	7th St. / 12th Ave. / 15th Ave. / 5th St. / Southway Dr.	6th St. to Southway Ave.	Install sign for bike route and sharrows.	\$15,000	2020	119	vs	104	vs	114
2020-028	Bike Route	23rd St.	E Main St. to Railroad Ave.	Install sign for bike route and sharrows.	\$4,000	2020	120	vs	105	vs	115
2020-060	Bike Lanes	Vineyard Dr.	27th Ave. to 17th St.	Add bike lanes.	\$4,000	2020	121	vs	106	vs	116
2020-020	Bike Route	10th St.	Burrell Ave. to Grelle Ave.	Install sign for bike route and sharrows.	\$6,000	2020	122	vs	107	vs	117
2020-072	Bike Crossing	Bryden Canyon Rd. Ramps	8th St. intersections	Stripe bike lanes through intersections across 8th St.	\$10,000	2020	123	vs	108	vs	118
2020-099	Turn Lane(s) Signal Timing	3rd Ave. N / US 12	Intersection	Add one westbound left turn lane. Make westbound right lane permanent/overlap	\$310,000	2020	124	vs	109	vs	119
2020-035	Bike Route Crosswalk RRFB	19th St. and 18th Ave.	11th Ave. to 17th St.	Install sign for bike route, sharrows, striping, and rectangular rapid flashing beacon (RRFB) for crossing at 16th Ave.	\$75,000	2020	125	vs	110	vs	120
2020-034	Bike Boulevard	N St.	7th St. to 14th St.	Install sign for bike route, sharrows, and bike boulevard for minor traffic calming.	\$617,000	2020	126	vs	111	vs	121
2020-063	Bike Route	25th Ave. and Vineyard Ave.	8th St. to 21st Ave.	Install sign for bike route and sharrows.	\$9,000	2020	127	vs	112	vs	122
2020-148	Transit Shelter Sidewalks	5th St. / Preston Ave.	Intersection	Bus shelter with sidewalk connectivity.	\$66,000	2020	128	vs	113	vs	123
2020-062	Bike Route	23rd Ave.	14th St. to 17th St.	Install sign for bike route and sharrows.	\$5,000	2020	129	vs	114	vs	124
2020-074	Bike Route	Barr St.	Ripon Ave. to City Limits	Install sign for bike route and sharrows.	\$8,000	2020	130	vs	115	vs	125
2020-046	Bike Boulevard	Birch Ave.	11th St. to 16th St.	Install sign for bike route, sharrows, and bike boulevard for minor traffic calming.	\$1,398,000	2020	131	vs	116	vs	126
2020-076	Amenities Safety	Pioneer Park stairs	Pioneer Park to New 6th St.	Add amenities, improve safety (lighting, visibility,etc.), and look at optimal locations for connection between Normal Hill and downtown.	\$58,000	2020	132	vs	117	vs	127
2020-001	Bike Route Bike Lanes Road Widening	Mayfair Dr.	Vineyard Dr. to path at end of Mayfair Dr.	Install sign for bike route and sharrows (short-term); once road is widened, add bike lanes (long-term).	\$3,113,000	2020	133	vs	118	vs	128

CIP ID	Project Type	Location	Bounds	Description	CIP \$ Est	CIP \$ Est Year	2026 Rank	vs	2025 Adopted Rank	vs	2026 Update
2020-144	Access Control	Thain Rd. / Warner Ave.	Intersection	Center median on Thain Road to restrict left turns from Warner onto Thain Road.	\$199,000	2024	96	vs	119	vs	129
2020-149	Restriping	Main St.	D St. to 13th St.	Restripe Main St. between D St. and 13th St. to a 5-lane cross-section to address projected future congestion and delay by removing on-street parking (either on both sides of the street or on one side) and eliminate the continuous center left-turn lane.	\$12,000	2020	144	vs	120	vs	130
2020-094	Traffic Signals	Citywide (33 intersections)	City of Lewiston	Upgrade traffic signals with Automated Traffic Signal Performance Measures (ATSPMs). Replace six (6) controllers and malfunction managemnet units (MMUs) in central business district. Replace loops or video detection at 17 intersections. Replace radio interconnects with ethernet based radio system. Install 21 battery backup signal cabinets.	\$1,170,000	2022	103	vs	121	vs	131
2020-108	New Road Classification Upgrade Sidewalks	Bryden Ave. Extension	13th St. to Lindsay Creek Rd.	New/Upgraded collector. Install sidewalks on both sides.	\$3,173,000	2020	135	vs	122	vs	132
2020-133	Reconstruct Roadway	3rd St.	Prospect Blvd. to 1st Ave.	Complete replacement of road with the same design or an improved design.	\$197,000	2020	137	vs	123	vs	133
2020-064	Bike Route	21st Ave.	8th St. to Modie Park Trail	Install sign for bike route and sharrows.	\$4,000	2020	138	vs	124	vs	134
2020-029	Bike Route	Lindsay Creek Rd.	Burrell Ave. to Grelle Ave.	Install sign for bike route and sharrows.	\$5,000	2020	139	vs	125	vs	135
2020-065	Bike Route	15th Ave.	5th St. to Prospect Ave.	Install sign for bike route and sharrows.	\$7,000	2020	140	vs	126	vs	136
2020-139	Hot Mix Overlay	Thain Rd.	Stewart Ave. to Powers Ave.	Overlay of roadway to improve pavement condition.	\$2,616,000	2020	71	vs	127	vs	137
2020-110	New Road Sidewalks	Grelle Ave. Extension	8th St. C to 7th St. E	New collector. Install sidewalk on both sides.	\$2,065,000	2020	142	vs	128	vs	138
2020-056	Bike Detection	Nez Perce Dr. / Nez Perce Gr. / Thain Rd.	Intersection	Install and /or update bicycle detection.	\$44,000	2020	143	vs	129	vs	139
2020-104	Road Widening	Snake River Ave.	Southway Ave. to Southway Bridge	Widen to 4 lanes.	\$2,503,000	2020	134	vs	130	vs	140
2020-070	Bike Route	10th St.	18th Ave. to Gateway Dr.	Install sign for bike route and sharrows.	\$2,000	2020	145	vs	131	vs	141
2020-097	Roundabout Signing	18th St. / Main St.	Intersection	Make a roundabout and gateway.	\$4,484,000	2020	146	vs	132	vs	142
2020-117	Turn Lane(s)	6th St. / Southport Ave.	Intersection	Construct turn lanes onto 6th St.	\$592,000	2020	147	vs	133	vs	143
2020-132	ADA Ramps Reconstruct Roadway	9th Ave.	11th St. to 13th St.	Complete replacement of road with the same design or an improved design.	\$425,000	2025	69	vs	134	vs	144
2020-116	Stop Bar(s) Stop Sign(s) Turn Lane(s)	7th St. / Burrell Ave.	Intersection	Install stop bars and oversized stop signs on 7th St. approaches, restripe and widen Burrell Ave. to add left-turn lanes for both approaches.	\$599,000	2020	148	vs	135	vs	145
2020-137	ADA Ramps Hot Mix Overlay	17th St.	11th Ave. to 21st Ave.	Overlay of roadway to improve pavement condition.	\$892,000	2020	136	vs	136	vs	146
2020-113	Closure New Road	14th St. N	6th Ave. N to 7th Ave. N	Close roadway (14th St. N between 3rd Ave. N and 6th Ave. N), vacate a portion of 12th St. N, and build a new 2-lane road between 6th Ave. N and 7th Ave. N. New road would be "14th St. N".	\$292,000	2020	150	vs	137	vs	147
2020-075	Bike Route	O'Connor Rd.	4th St. to Southport Ave.	Install sign for bike route and sharrows.	\$57,000	2020	151	vs	138	vs	148
2020-135	ADA Ramps Hot Mix Overlay	G St.	18th St. to end of street near 21st St.	Overlay of roadway to improve pavement condition.	\$127,000	2020	105	vs	139	vs	149
2020-050	Bike Route	Old Spiral Hwy	SR-128 and to the north	Install sign for bike route and sharrows.	\$37,000	2020	152	vs	140	vs	150
2020-057	Signing	Levee Trail / Snake River Trail	Multiple locations	Install wayfinding sign (excluding 5th St.) at trail split (excluding Levee Bypass / Railroad Ave intersection) and at Snake River Ave. (excluding boat entry).	\$2,000	2020	153	vs	141	vs	151

<u>CIP ID</u>	<u>Project Type</u>	<u>Location</u>	<u>Bounds</u>	<u>Description</u>	<u>CIP \$ Est</u>	<u>CIP \$ Est Year</u>	<u>2026 Rank</u>	<u>vs</u>	<u>2025 Adopted Rank</u>	<u>vs</u>	<u>2026 Update</u>
2020-134	Hot Mix Overlay	Bryden Canyon Rd.	Southway Bridge to 4th St.	Overlay of roadway to improve pavement condition.	\$4,000,000	2025	141	vs	142	vs	152
2020-095	Turn Lane(s)	21st St. / 16th Ave.	Intersection	Add dedicated westbound right-turn lane.	\$296,000	2020	149	vs	143	vs	153
2020-PS-001	Plan	Citywide	N / A	Plan to establish truck routes to mitigate impacts of truck traffic, identify what type of improvements are desired to assist with the safe movement of freight, and avoid conflicts with bicycles and pedestrians.	\$250,000	2020	N / A	vs	N / A	vs	N / A
2020-PS-002	Study	21st St.	US-12 to Stewart Ave.	Multimodal evaluation of alternatives to improve access control on the corridor with consideration given to intersections, median control, approaches, and intersection turn-bays. Analyze capacity improvements for 8th Ave., 11th Ave., and other segments that are nearing capacity.	\$150,000	2025	N / A	vs	N / A	vs	N / A
2020-PS-003	Study	Citywide	N / A	Street Lighting Study	\$250,000	2020	N / A	vs	N / A	vs	N / A
2020-PS-004	Study	Northport	N / A	Study to determine if roads can handle extra-long and / or extra-heavy trucks permitted by Idaho Transportation Department (ITD) or if upgrades are needed.	\$150,000	2020	N / A	vs	N / A	vs	N / A
2020-PS-005	Study	Bryden Canyon Rd.	4th St to Southway Bridge	Study to identify safety improvements including law enforcement pullouts, signalization (Snake River on / off ramp intersections), speeds (possible radar speed warning signs), installation of wildlife fencing, and consideration of allowed wildlife crossings.	\$150,000	2020	N / A	vs	N / A	vs	N / A
2020-PS-006	Study	Citywide	N / A	Study Identify where there may be an excess or shortage of right-of-way.	\$250,000	2020	N / A	vs	N / A	vs	N / A
2020-PS-007	Study	11th Ave.	8th St. to 21st St.	Study to determine how to widen to 3-lane cross-section with center left turn lane, install sidewalks, and improve for ADA compliance. Review planned bike improvements along corridor (short-term bike route and long-term bike lanes) and the possibility of expanding the bounds west to Snake River Ave.	\$150,000	2020	N / A	vs	N / A	vs	N / A
2020-PS-008	Study	16th Ave.	9th St. to 17th St.	Feasibility study for widening to 4 or 5-lanes (center left turn lane), addition of sidewalks and ADA improvements. Review planned improvements at the 16th Ave. / 14th St. intersection.	\$150,000	2020	N / A	vs	N / A	vs	N / A
2020-PS-009	Study	8th St.	11th Ave. to Bryden Canyon Rd.	Feasibility study for widening to 4 or 5-lanes, addition of sidewalks and ADA improvements. Review planned bike improvements along the corridor (short-term bike route and long-term bike lanes) which originally suggested removal of parking and / or center turn lane to accomodate.	\$150,000	2020	N / A	vs	N / A	vs	N / A
2020-PS-010	Study	Citywide	N / A	Study for bicycle / pedestrian crossings and development of a crossing policy.	\$250,000	2020	N / A	vs	N / A	vs	N / A
2020-PS-011	Plan	Citywide	N / A	Plan to develop access management standards for new roadway classifications.	\$250,000	2020	N / A	vs	N / A	vs	N / A
2020-PS-012	Study	River crossings	N / A	Study to identify how to add improved bicycle / pedestrian crossings of rivers, whether on existing bridges or through separate bicycle / pedestrian bridge(s).	\$150,000	2020	N / A	vs	N / A	vs	N / A
2020-PS-013	Study	Linden Ave. / 15th St.	Intersection (and to the west)	Study to identify safety improvements for intersection.	\$75,000.00	2020	N / A	vs	N / A	vs	N / A
2025-PS-001	Plan	Citywide	N / A	Update to the 2020 ADA Transition Plan.	\$150,000.00	2025	N / A	vs	N / A	vs	N / A



CITY COUNCIL MEETING AGENDA ITEM SUMMARY

ITEM TITLE LOCAL PROFESSIONAL SERVICES AGREEMENT FOR PROJECT # A013(443)	AGENDA NO. VI. I. AGENDA DATE: March 9, 2026
ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.) Resolution 2014-8, approved by City Council on 2/24/2014, is for the original Project Development (PD) Agreement with Idaho Transportation Department (ITD) for Project No. A013(443) Snake River Ave: Southway BR to 11th Ave, Lewiston Nez Perce County, Key No. 13443. The first Professional Services Agreement (PSA) No. 8976 with Horrocks Engineers, Inc. for the expenditure of project funds for PD was completed. This project has been ongoing in several stages for 20+ years. Most recently, in December 2025, the signing of the State and Local Agreement for Construction between the City of Lewiston and the State. Shortly after the signing of the agreement, the Local Highway Technical Assistance Council (LHTAC) administered a Request for Proposals (RFP) for Construction Engineering, Inspection, Materials Testing, and Project Close-Out Services. Two proposals were submitted and evaluated by a qualified team of evaluators. J-U-B Engineers, Inc. was scored as the most qualified firm and awarded the contract. LHTAC has prepared the Local Professional Services Agreement between the City and JUB, along with negotiating the price of the contract for the Not-To-Exceed Amount of \$580,775.00. This is the agreement being presented to Council tonight.	
BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources) There should be no additional budget impact for the agreement, outside of the State and Local Agreement executed on December 15, 2025, in which the City paid the state \$3,682,625 of Strategic Initiative (SI) grant funds received. Those funds were for the local participating amount, plus the estimated share of the cost for construction, and construction engineering & inspections (CE&I). Council will see that on the FY26 Budget Amendments list as carryforward, because the funds were received in FY25 and expensed in FY26.	
ACTION PROPOSED Staff recommend that the City Council approve and authorize the Mayor to sign the Local Professional Services Agreement for Snake River Ave; Southway to 11th Ave KN13443 in the amount of \$580,775.00 with J-U-B Engineers, Inc.	

Idaho Transportation Department
Local Professional Services Agreement

Agreement #: 97499

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the CITY OF LEWISTON, whose address is PO Box 617 Lewiston, ID 83501, hereinafter called the "Sponsor," and JUB Engineers, Inc., whose address is 2760 W. Excursion Ln., Ste. 400, , Meridian, ID, 83642, hereinafter called the "Consultant."

RATIFICATION

The Idaho Transportation Department, representing the Federal Highway Administration on all local federal-aid highway projects, is authorized to ratify all agreements for engineering services entered into between sponsoring local agencies and their retained consultants. All references to State used hereafter shall denote the Idaho Transportation Department.

NOW, THEREFORE, the parties hereby agree as follows:

The work covered by this Agreement is for the following project(s):

Project Name	Project #	Key #
SMA-7014, SNAKE RV AVE; SOUTHWAY BR TO 11TH AVE, LEWISTON	A013(443)	13443

SUBCONSULTANTS

The State approves the Consultant's utilization of the following Subconsultants:

N/A

AGREEMENT ADMINISTRATOR

This Agreement shall be administered by Jayme Coonce, Resident Engineer, LHTAC; (208) 344-0565; or an authorized representative.

DUTIES AND RESPONSIBILITIES OF CONSULTANT

A. DESCRIPTION OF WORK

The Consultant shall provide professional services as outlined in the attachment(s) and as further described herein.

1. The following attachments are made a part of this Agreement:

a. **Attachment No. 1A** is the Consultant Agreement Specifications which are applicable to all agreements.

b. **Attachment No. 2** is the negotiated Scope of Work, Cost Estimate, and Man-Day Estimate.

In the case of discrepancy, this Agreement shall have precedence over Attachment No. 2, and Attachment No. 2 shall have precedence over Attachment No. 1.

2. Per Diem will be reimbursed at the current approved rates. These rates are listed at <http://itd.idaho.gov/business/?target=consultant-agreements> .

DUTIES AND RESPONSIBILITIES OF SPONSOR AND/OR STATE

The Sponsor and/or State shall provide to the Consultant, upon request, copies of any records or data on hand which are pertinent to the work under the Agreement.

TIME AND NOTICE TO PROCEED

A. The Consultant shall start work under this Agreement no later than ten (10) calendar days from the receipt of the written notice to proceed with the work. The Consultant shall complete all work by **8/30/2027**.

B. The Consultant shall remain available to perform additional work for an additional sixty (60) days or until the Agreement is closed out, whichever comes first.

BASIS OF PAYMENT

A. Payment Basis: Specific Rates of Compensation (Loaded hourly rates [labor, OH & fee] plus direct expenses). Consultant agrees to accept as full compensation for all services rendered to the satisfaction of the State for completion of the work, the actual cost or Not-To-Exceed amount of the Agreement, whichever is lesser.

B. Compensation Amount

1. Not-To-Exceed Amount: **\$580,775.00**

2. Additional Services Amount: **\$0.00**

3. Total Agreement Amount: **\$580,775.00**

C. The rates identified in Attachment No. 2 were negotiated and agreed upon by both parties to this Agreement. These rates will be fixed for the period of this Agreement.

D. Professional Services Authorization and Invoice Summary (Authorization) No. 1 is issued in the amount of **\$100,000.00** to perform the work of this Agreement.

An additional services amount may be included in this Agreement. If so, the Sponsor will determine if additional services is required beyond the services outlined in Attachment No. 2. When additional services are required, the additional services amount of the Agreement will be utilized, and a subsequent Authorization will be issued.

IN WITNESS WHEREOF, the Parties hereto have set their hands on the day and year in this Agreement first written above.

JUB ENGINEERS, INC.

Consultant

By: 

Title: Program Manager

CITY OF LEWISTON

Local Sponsor

By: _____

Title: _____

**IDAHO TRANSPORTATION
DEPARTMENT**

By: _____

Title: _____

IDAHO CODE CERTIFICATION FORM

Failure to comply with the terms of the referenced Idaho Code may result in breach of contract.

Anti-Boycott Clauses

Per the provisions of Idaho Code §§ 67-2346, Anti-Boycott Against Israel Act, and Idaho Code §§ 67-2347A, Prohibition on Contracts with Companies Boycotting Certain Sectors the undersigned certifies that it is not currently engaged in and will not for the duration of the contract engage in the following:

- boycott of goods or services from Israel or territories under its control; or
- boycott of any individual or company because the individual or company engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or
- boycott of any individual or company because the individual or company engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § 18-3302(2)(d)

Prohibition on Contracts with Companies Owned or Operated by the Government of China

Idaho Code, §§ 67-2359 states “a public entity in this state may not enter into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China”. Company certifies that it is not owned or operated by the government of China.

By signing below, I certify that this company understands and will comply with the aforementioned requirements

Signature of Company’s authorized representative:



Signature

J-U-B Engineers, Inc.

Company Name

ATTACHMENT NO. 1A

CONSULTANT AGREEMENT SPECIFICATIONS Construction Engineering & Inspection

These specifications supplement all Professional and Term agreements for Construction Engineering and Inspection services and shall be attached to said agreements.

I. DEFINITIONS

1. **Administrator:** Person directly responsible for administering a consultant agreement on behalf of the State or a Local Public Agency.
2. **Combined Overhead:** The sum of the payroll additives and general administrative overhead expressed as a percentage of the direct labor cost.
3. **Cost:** Cost is the sum of the hourly charge out rate and other direct costs.
4. **Cost Plus Fixed Fee:** Cost Plus Fixed Fee is the sum of the payroll costs, combined overhead, and other direct costs, plus the fixed fee.
5. **CPM:** Critical Path Scheduling. The CPM will list all work tasks, their durations, negotiated milestones and their dates, and all State/Local review periods.
6. **Fixed Fee:** A dollar amount established to cover the Consultant's profit and business expenses not allocable to overhead. The fixed fee is based on a negotiated percent of direct labor cost and combined overhead and shall take into account the size, complexity, duration, and degree of risk involved in the work. The fee is "fixed," i.e. it does not change. If extra work is authorized, an additional fixed fee can be negotiated, if appropriate.
7. **General Administrative Overhead (Indirect Expenses):** The allowable overhead (indirect expenses) expressed as a percent of the direct labor cost.
8. **Hourly Charge Out Rate:** The negotiated hourly rate to be paid to the Consultant which includes all overhead for time worked directly on the project.
9. **Incentive/Disincentive Clause:** Allows for the increase or decrease of total agreement amount paid based on factors established in the agreement. Normally, these factors will be completion time and completion under budget.
10. **Lump Sum:** An agreed upon total amount, that will constitute full payment for all work described in the Agreement.
11. **Milestones:** Negotiated portions of projects to be completed within the negotiated time frame. Normally the time frame will be negotiated as a calendar date, but it could also be "working" or "calendar" days. As many milestones as the Consultant and the State believe necessary for the satisfactory completion of the agreement will be negotiated.
12. **Not-To-Exceed Amount:** The Agreement amount is considered to be a Not-to-Exceed amount, which amount shall be the maximum amount payable and shall not be exceeded unless adjusted by a Supplemental Agreement.
13. **Other Direct Costs:** The out-of-pocket costs and expenses directly related to the project that are not a part of the normal company overhead expense.

14. **Payroll Additives:** All payroll additives allocable to payroll costs such as FICA, State Unemployment Compensation, Federal Unemployment Compensation, Group Insurance, Workmen's Compensation, Holiday, Vacation, and Sick Leave. The payroll additive is expressed as a percent of the direct labor cost.
15. **Payroll Costs (Direct Labor Cost):** The actual salaries paid to personnel for the time worked directly on the project. Payroll costs are referred to as direct labor cost.
16. **State:** Normally "State" refers to the Idaho Transportation Department. However, in the case of Local Sponsor projects, "State" may be interchangeable with "Sponsor", "Agreement Administrator" or just "Administrator".
17. **Unit Prices:** The allowable charge out rate for units or items directly related to the project that are not a part of the normal overhead expense.

NOTE: All cost accounting procedures, definitions of terms, payroll cost, payroll additives, general administrative overhead, direct cost, and fixed fee shall comply with Federal Acquisition Regulations, 48 CFR, Part 31 and be supported by audit accepted by the State.

II. STANDARD OF PERFORMANCE

The Consultant agrees that all work performed under this agreement will be performed professionally in accordance with the ITD Construction Manual, Standard Specifications for Highway Construction – Subsections 105.10 and 111, and other appropriate standards. The Consultant shall be responsible for construction engineering and inspection on all tasks assigned (as stated in the Scope of Services) when on duty to ensure they are constructed in substantial conformance to the plans, special provisions and specifications.

The Consultant shall identify and recommend corrections for any omissions, substitutions, defects and deficiencies in the work of the Contractor.

III. AGREEMENT ADMINISTRATOR

The Agreement Administrator will administer this agreement for performance and payment, and will decide all questions which may arise as to quality and acceptability of the work, rate of progress, definition of work to be performed, and acceptable fulfillment of this Agreement. The Consultant shall address all correspondence, make all requests, and deliver all documents to the Administrator. The Administrator shall be responsible for the timely coordination of all work performed by the State or their representatives.

IV. PERSONNEL

The Consultant shall provide adequate staff of experienced personnel or subconsultants capable of and devoted to the successful accomplishment of work to be performed under this agreement. The specific individuals or subconsultants listed in the agreement, including Project Manager, shall be subject to approval by the State and shall not be removed or replaced without the prior written approval of ITD. Replacement personnel submitted for approval must have qualifications, experience and expertise at least equal to those listed in the proposal

V. SUBCONSULTANTS

The Consultant shall have sole responsibility for the management, direction, and control of each Subconsultant and shall be responsible and liable to the State for the satisfactory performance and quality of work performed by Subconsultants under the terms and conditions of this Agreement. The Consultant

shall include all the applicable terms and conditions of this Agreement in each

Subconsultant Agreement between the Consultant and Subconsultant, and provide the State with a copy of each Subconsultant Agreement prior to the Subconsultant beginning work. No other Subconsultant shall be used by the Consultant without prior written consent by the State.

VI. DIRECT COST

It is understood that overtime will be incurred after forty (40) hours of work for this agreement during each week. When the need for overtime has been approved by the Agreement Administrator, the overhead rate and fee are **not** to be applied to the premium time paid.

The out-of-pocket cost and expenses directly related to the project must be pre-approved and agreed to, by the Agreement Administrator, prior to receiving any compensation. Relocation, lodging and Per Diem cost will not be allowed for this type of agreement unless agreed and pre-approved by the Agreement Administrator.

VII. PROFESSIONAL SERVICES AUTHORIZATION

1. A written PROFESSIONAL SERVICES AUTHORIZATION (PSA) will be issued by the State to authorize the Consultant to proceed with a specific portion of the work under this Agreement. The number of PSAs required to accomplish all the work under this Agreement is one to several. Each PSA will authorize a maximum dollar amount for which the PSA represents. The State assumes no obligation of any kind for expenses incurred by the Consultant prior to the issuance of the PSA; for any expenses incurred by the Consultant for services performed outside the work authorized by the PSA; and for any dollar amount greater than authorized by the PSA.
2. It is not necessary for a PSA to be completed prior to the issuance of the next PSA. The Consultant shall not perform work which has not been authorized by a PSA. When the money authorized by a PSA is nearly exhausted, the Consultant shall inform the Administrator of the need for the next PSA. The Administrator must concur with the Consultant prior to the issuance of the next PSA.
3. The Agreement amount is lump sum, unit cost, or cost plus fixed fee amount for the negotiated services and an additional services amount is set up for possible extra work not contemplated in original scope of work. For the Consultant to receive payment for any work under the additional services amount of this Agreement, said work must be performed under a PSA issued by the State. Should the State request that the Consultant perform additional services, then the scope of work and method of payment will be negotiated. The basis of payment for additional work will be set up either as a Lump Sum or Cost Plus Fixed Fee.

VIII. MONTHLY PROGRESS REPORT

The Consultant shall submit to the State a monthly progress report on Form ITD-771, as furnished by the State.

The monthly progress report will be submitted by the tenth of each month following the month being reported or as agreed upon in the scope of services.

The Agreement Administrator will review the progress report and submit approved billings for payment within two weeks of receiving monthly report.

Each progress report shall list billings by PSA number and reference milestones.

IX. PROGRESS AND FINAL PAYMENTS

1. Progress payments will be made once a month for services performed which qualify for payment under the terms and conditions of the Agreement. Such payment will be made based on invoices submitted by the Consultant in the format required by the State. The monthly invoice shall be submitted by the tenth of each month following the month being invoiced.

Lump Sum

Progress payments will be made, based on a percentage of the work or milestones satisfactorily completed.

Cost Plus Fixed Fee

The Consultant shall submit a breakdown of costs by each item of work on the monthly invoice, and shall show the percent complete of each item of work, each milestone and percent complete of the entire Agreement. Progress payments will be made based on the invoiced cost less the fixed fee for the work satisfactorily completed for each billing period. Said payment shall not exceed the percent complete of the entire Agreement. Upon satisfactory completion of each milestone, full payment for all approved work performed for that milestone will be made including Fixed Fee.

Cost

The Consultant shall submit a breakdown of costs by each item of work on the monthly invoice, and shall show the percent complete of each item of work and percent complete of the entire Agreement. Progress payments will be made based on the invoiced cost for the work satisfactorily completed for each item of work. Said payment shall not exceed the percent complete of the entire Agreement.

Direct expenses will be reimbursed at actual cost, not to exceed the current approved rates as identified at <http://itd.idaho.gov/business/?target=consultant-agreements> .

For “Cost Plus Fixed Fee” and “Cost” agreements, invoices must include backup documentation to support expenditures as appropriate, and as requested by the Agreement Administrator. Such support may consist of copies of time sheets or cost accounting system print-out of employee time, and receipts for direct expenses.

2. The State will make full payment for the value of the services performed which qualify for payment. This full payment will apply until 95 percent of the work under each Project Agreement or Work Task has been completed. No further progress payments will be made until all work under the individual agreement has been satisfactorily accomplished.

If at any time, the State determines that the work is not progressing in a satisfactory manner, the State may refuse to make full progress payments and may withhold from any progress payment(s) such sums that are deemed appropriate for unsatisfactory services.

3. Final payment of all amounts retained shall be due 90 days after all work under the Agreement has been completed by the Consultant and accepted by the State. Such final payment will not be made until satisfactory evidence by affidavit is submitted to the State that all indebtedness incurred by the Consultant on this project has been fully satisfied.
4. Agreements which include an incentive/disincentive clause will normally have the clause applied only to the completion of the milestones identified.
5. Payments to Subconsultants

Consultant shall pay each subconsultant for satisfactory performance of its contract items no later

than twenty (20) calendar days from receipt of each payment the consultant receives from the State, in accordance with 49 CFR, Part 26. The consultant shall return retainage payments to each subconsultant within twenty (20) calendar days after the subconsultant's work is satisfactorily completed. The Consultant will verify that payment or retainage has been released to the subconsultant or suppliers within the specified time for each partial payment or partial acceptance by the Department through entries in the Department's online diversity tracking system during the corresponding monthly audits.

Prompt payment will be monitored and enforced through the Consultant's reporting of monthly payments to its subconsultants and suppliers in the online diversity tracking system. Subconsultants, including lower tier subconsultants, suppliers, or both, will confirm the timeliness and the payment amounts received utilizing the online diversity tracking system. Discrepancies will be investigated by the Contract Compliance Officer and the Contract Administrator. Payments to the subconsultants, including lower tier subconsultants, and including retainage release after the subconsultant or lower tier subconsultant's work has been accepted, will be reported monthly by the Consultant or the subconsultant.

The Consultant will ensure its subconsultants, including lower tier subconsultants, and suppliers meet these requirements.

X. MISCELLANEOUS PROVISIONS

1. COVENANT AGAINST CONTINGENT FEES

a. The Consultant warrants that they have not:

Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person to solicit or secure this contract, other than a bona fide employee of the firm;

agreed, as an expressed or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or;

paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee of the firm) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

b. The State warrants that the above consulting firm, or firm representative, has not been required, directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this contract to:

Employ or retain, or agree to employ or retain, any firm or person, or;
pay, or agree to pay to any firm, person or organization, any fee, contribution, donation or consideration of any kind.

2. PROHIBITION AGAINST HIRING PERSONNEL AND WORKING FOR CONTRACTOR

In compliance with the Code of Federal Regulations, (23 CFR, Section 1.33, Conflict of Interest), the Consultant agrees that no one in their employ will work on a part time basis under this Agreement while also in the full-time employ of any Federal Agency or the State, without the written consent of the public employer of such person. The Consultant agrees that no one in their employ under any circumstances shall perform any services for the contractor on the construction of this project. This includes employees who leave the Consultant's employment.

3. CHANGES IN WORK

All changes in work shall conform to one or more of the following conditions and in no instance shall such change in work be undertaken without written order or written approval of the State.

- a. Increase in the work required by the State due to unforeseen circumstances.
- b. Revision in the work required by the State subsequent to acceptance of such work at the appropriate conference or after revision of such work as outlined at said conference.
- c. Items of work which are beyond the scope of intent of this Agreement and pre-approved by the State.
- d. Reduction in the work required by the State due to unforeseen circumstances.

An increase in compensation shall not result from underestimating the complexity of the work.

Adjustment in compensation for either an increase or reduction in work shall be on a negotiated basis arrived at by mutual agreement between the State and the Consultant. During such negotiations the State may examine the documented payrolls, transportation and subsistence costs paid employees actively engaged in the performance of a similar item or items of work on the project, and by estimated overhead and profit from such similar items or items of work.

Said mutual agreement for a negotiated increase or reduction in compensation shall be determined prior to commencement of operations for an increase in a specific item or items of work. In the case of State order for nonperformance a reduction in the specific item or items of work will be made as soon as circumstances permit. In the event that a mutual agreement is not reached in negotiations for an increase in work, the State will use other methods to perform such item or items of work.

The mutually agreed amount shall be covered by a Supplemental Agreement and shall be added to or subtracted from the total amount of the original Agreement.

Adjustment of time to complete the work as may pertain to an increase or a reduction in the work shall be arrived at by mutual agreement of the State and the Consultant after study of the change in scope of the work.

4. DELAYS AND EXTENSIONS

- a. Extensions of time may be granted for the following reasons:
 - i. Delays in major portions of the work caused by excessive time used in processing of submittals, delays caused by the State, or other similar items which are beyond the control of the Consultant.
 - ii. Additional work ordered in writing by the State.
- b. Extensions of time will not be granted for the following reasons:
 - i. Underestimating complexity of work.
 - ii. Redoing work rejected by the State.

5. TERMINATION

The State may terminate or abandon this Agreement at any time upon giving notice of termination hereof as hereinafter provided, for any of the following reasons:

- a. Evidence that progress is being delayed consistently below the progress indicated in a schedule of operations given to the State at meetings and conferences herein provided for.
- b. Continued submission of sub-standard work.
- c. Violation of any of the terms of conditions set forth in the Agreement, other than for the reasons set forth in a and b above.
- d. At the convenience of the State.

Prior to giving notice of termination for the reasons set forth in a and b above, the State shall notify the Consultant in writing of any deficiencies or default in the performance of the terms of this Agreement, and said Consultant shall have ten (10) days thereafter in which to correct or remedy any such default or deficiency, and upon their failure to do so within said ten (10) days, or for the reasons set forth in 3 above, such notice of termination in writing shall be given by the State. Upon receipt of said notice the Consultant shall immediately discontinue all work and service unless directed otherwise, and shall transfer all documents pertaining to the work and services covered under this Agreement, to the State. Upon receipt by the State of said documents, payment shall be made to the Consultant as provided herein for all acceptable work and services.

6. DISPUTES

Should any dispute arise as to performance or abnormal conditions affecting the work, such dispute shall be referred to the Director of the Idaho Transportation Department or his duly authorized representative(s) for determination.

Such determination shall be final and conclusive unless, within thirty (30) days of receipt of the decision Consultant files for arbitration. Consultant agrees that any arbitration hearing shall be conducted in Boise, Idaho. Consultant and State agree to be bound by the decision of the arbitration. Expenses incurred due to the arbitration will be shared equally by the parties involved.

7. ACCEPTANCE OF WORK

- a. The Consultant warrants that all work submitted shall be in accordance with good professional practices and shall meet tolerances of accuracy required by State practices and procedures.
- b. Acceptance of the work shall not constitute a waiver of any of the State's rights under this agreement or in any way relieve the consultant of any liability under their warranty or otherwise.
- c. It is understood by the Consultant that the State is relying upon the professional expertise and ability of the Consultant in performance of this contract. Any examination of the Consultant's work product by the State will not be considered acceptance or approval of the work product which would relieve the Consultant for any liability or expense.

Acceptance or approval of any portion of Consultant's work product by the State or payment, partial or final, shall not constitute a waiver of any rights the State may have against the Consultant. The Consultant shall respond to the State's notice of any error or omission within twenty four hours of receipt, and give immediate attention to any corrections to minimize any delay to the construction contract.

If the Consultant discovers errors or omissions in its work, it shall notify the State within seven days of discovery. Failure of the Consultant to notify the State shall be grounds for

termination of the agreement.

The Consultant's liability for damages incurred by the State due to negligent acts, errors or omissions by the Consultant in its work shall be borne by the Consultant. Increased construction costs resulting from errors, omissions or negligence in Consultant's work product shall not be the Consultant's responsibility unless the additional construction costs were the result of gross negligence of the Consultant.

8. OWNERSHIP OF DOCUMENTS

All material acquired or produced by the Consultant in conjunction with this project, shall become the property of, and be delivered to, the State without restrictions or limitations of their further use. However, in any case, the Consultant has the right to make and retain copies of all data and documents for project files. Documents provided to the State may be public records under the Public Records Act §§ 74-101 through 74-126 and Idaho Code §§ 9-338 *et seq.*, and thus subject to public disclosure unless excepted by the laws of the state of Idaho, otherwise ordered by the courts of the state of Idaho, and/or otherwise protected by relevant state and/or federal law.

9. INDEMNITY

Concerning claims of third parties, the Consultant and the State to the extent the State may do so will indemnify, save harmless and defend each other from the damages of and against any and all suits, actions, claims or losses of every kind, nature and description, including costs, expenses and reasonable attorney fees that may be incurred by reason of any negligent act, error or omission of the Consultant or the State in the prosecution of the work which is the subject of this Agreement.

Concerning claims of the State, the Consultant shall assume the liability and responsibility for negligent acts, errors or omissions caused by the Consultant or their agents or employees to the assignments completed under this Agreement, to the standards accepted at the time of work, and until one (1) year after the project construction has been completed. The State shall have until that time to give the consultant notice of the claim.

Notwithstanding any other provision of this Agreement, the Consultant shall not be responsible for claims arising from the willful misconduct or negligent acts, errors, or omissions of the State for contamination of the project site which pre-exist the date of this Agreement or subsequent Task Authorizations. Pre-existing contamination shall include but not be limited to any contamination or the potential for contamination, or any risk to impairment of health related to the presence of hazardous materials or substances. The State agrees to indemnify, defend, and hold harmless the Consultant from and against any claim, liability or defense cost related to any such pre-existing contamination except for claims caused by the negligence, or willful misconduct of the Consultant.

The Consultant, its agents, officials, employees, and subconsultant will be authorized representatives for the State and shall be protected against all suits, actions, claims or cost, expenses and attorney fees in accordance with Subsection 107.10 of the Standard Specifications for Highway Construction 2012; and shall be protected against all personal liability in accordance with Subsection 107.13 of the Standard Specifications for Highway Construction 2012.

10. INSURANCE

The Consultant, certifying it is an independent contractor licensed in the State of Idaho, shall acquire and maintain commercial general liability insurance in the amount of \$500,000.00 per occurrence, and worker compensation insurance in accordance with Idaho Law.

Regarding workers' compensation insurance, the consultant must provide either a certificate of workers' compensation insurance issued by an insurance company licensed to write workers' compensation insurance in the State of Idaho as evidence that the consultant has a current Idaho workers' compensation insurance policy in effect, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.

The Consultant shall provide the State with certificates of insurance within ten (10) days of the Notice to Proceed.

11. LEGAL COMPLIANCE

The Consultant at all times shall observe and comply with all Federal, State and local laws, by-laws, safety laws, and any and all codes, ordinances and regulations affecting the work in any manner. The Consultant agrees that any recourse to legal action pursuant to this agreement shall be brought in the District Court of the State of Idaho, situated in Ada County, Idaho.

12. SUBLETTING

The services to be performed under this Agreement shall not be assigned, sublet, or transferred except by written consent of the State. Written consent to sublet, transfer or assign any portions of the work shall not be construed to relieve the Consultant of any responsibility for the fulfillment of this Agreement or any portion thereof.

13. PERMITS AND LICENSES

The Consultant shall procure all permits and licenses, pay all charges, fees, and taxes and give all notices necessary and incidental to the due and lawful prosecution of the work.

14. PATENTS

The Consultant shall hold and save the State and its agents harmless from any and all claims for infringement by reason of the use of any patented design, device, material process, trademark, or copyright.

15. NON-DISCRIMINATION ASSURANCES

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 will 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.).

16. INSPECTION OF COST RECORDS

The Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the project. They shall make such data available for inspection, and audit, by duly authorized personnel, at reasonable times during the life of this Agreement, and for a period of three (3) years subsequent to date of final payment under this Agreement, unless an audit has been announced or is underway; in that instance, records must be maintained until the audit is completed and any findings have been resolved. Failure to provide access to records may affect payment and may constitute a breach of contract.

17. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

By signing this document the Consultant certifies to the best of his knowledge and belief that except as noted on an attached Exception, the company or its subcontractors, material suppliers, vendors or other lower tier participants on this project:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

- b. have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records making false statements, or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NOTE: Exceptions will not necessarily result in denial of award, but will be considered in determining Consultant responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

18. CERTIFICATION CONCERNING LOBBYING ACTIVITIES

By signing this document, the Consultant certifies to the best of their knowledge and belief that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The Consultant also agrees that he or she shall require that the language of this certification shall be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

19. EMPLOYEE ELIGIBILITY

The Consultant warrants and takes the steps to verify that it does not knowingly hire or engage persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of person not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and/or termination of is contract.

SCOPE OF SERVICES FOR

CONSTRUCTION ENGINEERING, INSPECTION & SAMPLING (CEI&S) SERVICES

PROJECT NAME: SNAKE RIVER AVE; SOUTHWAY BR TO 11TH AVE, CITY OF LEWISTON

PROJECT NO: A013(443)

KEY NO: 13443

This scope of work is to provide Construction Engineering, Inspection & Sampling (CEI&S) Services to include contract administration, inspection, materials sampling, and project office documentation under the general direction of the assigned Local Highway Technical Assistance Council (LHTAC) Resident Engineer, for construction of the SNAKE RIVER AVE; SOUTHWAY BR TO 11TH AVE located in Lewiston, Idaho. J-U-B ENGINEERS, Inc. (CONSULTANT) intends to provide the LHTAC and the local sponsor with experienced management, construction administration, and inspection/sampling personnel. Through this contract, CONSULTANT will inspect and document to ITD standards, the activities associated with the project to the level necessary to administer the contract.

The following tasks represent the individual services that are to be provided by CONSULTANT under this agreement:

PRIMARY TASKS:

1. **Construction Administration** – CONSULTANT will provide the qualified personnel necessary to administer the Plans, Special Provisions, and Specifications of the project to ensure the project is accepted by City of Lewiston, the LHTAC, the ITD and the Federal Highway Administration (FHWA). The following sub-tasks represent a partial list of those activities necessary to administer the contract.
 - 1.1 Submittal Log & Minimum Testing Requirements (MTR's) – CONSULTANT will develop a list of required submittals for the project prior to start of construction and will also track and maintain a log of shop drawings and submittals and encourage reviewers to complete their review in a timely manner. Deficiencies will be promptly reported. CONSULTANT will also develop the MTR list for the project prior to start of construction. This information will be used to track the materials testing required on the project and coordination of the testing lab responsible for processing of samples and reporting results.
 - 1.2 Pre-Construction Conference – CONSULTANT will facilitate the Pre-Construction Conference including forms and exhibits provided by or coordinated with the LHTAC.

Performance Assumptions:

 - i. Coordination of meeting with City of Lewiston, the LHTAC, Utilities.
 - ii. Meeting will be hosted at J-U-B's LCV Office, 846 6th St., Clarkston, WA and virtually via Microsoft Teams.
 - iii. Prepare and distribute meeting minutes.
 - 1.3 Labor Compliance – The Contractor's and Sub-contractor's certified payroll wage rates will be verified, documented, and tracked for format, classification, pay scale, timely submissions, and concurrence with field reviews.

Performance Assumptions:

 - i. Maintain filing system for payrolls and labor interviews and notify contractors on incorrect classification, pay scales, etc.

- ii. Maintain records in compliance with Title VI requirements.
- 1.4 Civil Rights Compliance – CONSULTANT and the Contractor personnel will be monitored for civil rights compliance. The LHTAC Resident Engineer will be notified of instances of non-compliance.
- 1.5 Filing & Records Verification – All project files will be posted to ProjectWise and maintained on a weekly basis and will be readily available to the LHTAC Resident Engineer. Periodic checks of the files will occur during the project to ensure that all records are being accurately kept and the filing system is up to date.
Performance Assumptions:
 - i. Maintain project filing system electronically using ProjectWise and activate the project in AASHTOWare.
 - ii. Address periodic review comments.
 - iii. Post test results to MSR Spreadsheet.
- 1.6 Progress Estimate Preparation – For each scheduled progress estimate, documentation will be prepared for and presented to the LHTAC Resident Engineer that contains the quantities and justification for each bid item payment with a summary sheet showing the amounts to be paid.
Performance Assumptions:
 - i. Prepare monthly pay estimate packages.
 - ii. Prepare monthly Contractor budget projections to be submitted to the Engineer.
 - iii. ITD 2242 Time Accounting form will be provided monthly with pay estimate development.
- 1.7 Materials Certifications – Certifications, as required by bid item, will be requested for all materials incorporated into the project. No materials will be accepted for payment until the certifications are received and reviewed for acceptance.
Performance Assumptions:
 - i. Contractor Source Approval Requests, Staging Area Requests, and Waste Site Approval Requests will be reviewed and approved through coordination with the LHTAC Resident Engineer.
 - ii. Contractor Hot Mix Asphalt designs will be reviewed and approved in accordance with the current ITD 405 specification.
- 1.8 Contract Changes – Requests received from the Contractor for time extensions, contract changes, and extra work will be reviewed and analyzed in coordination with the LHTAC Resident Engineer.
- 1.9 Pre-paving Meeting – CONSULTANT will facilitate a pre-paving meeting with the contractor.
- 1.10 Weekly Progress Meetings – Weekly/periodic progress meetings will be held City of Lewiston Public Works, at Engineer/Sponsor approved alternative location, and/or virtually via Microsoft Teams.
Performance Assumptions:
 - i. Attend and conduct weekly progress meetings and prepare minutes for distribution and review.
 - ii. Site visits with City of Lewiston, LHTAC and Engineer will occur each week concurrently with progress meetings.

- 1.11 Monthly Invoicing – Monthly invoices of CONSULTANT labor will be submitted to the LHTAC Resident Engineer for review and processing each month. Each invoice package will contain approved timesheets and specific task descriptions for all labor expended and appropriate backup for all direct costs. Mileage and associated travel time invoiced will not be allowed to exceed the distance and time required to travel to the project from an employee's home office location, on- project mileage will be allowed as negotiated. The Consultant will formally notify the Agreement Administrator upon reaching 75% of the expended contract amount. No payment will be made outside of the current agreement amount. If a supplemental agreement is negotiated, work cannot be billed to that agreement until the supplemental PSA is executed.
- 1.12 Subcontracts – CONSULTANT will review and present subcontracts for approval by the LHTAC.
- 1.13 Change Orders – CONSULTANT will prepare and analyze Change Orders for review and processing by the LHTAC Resident Engineer and Local Sponsor.

Performance Assumptions:

- i. CONSULTANT will consult with the LHTAC Resident Engineer, City of Lewiston, and in coordination with other assigned LHTAC and ITD personnel, as required by the ITD Contract Administration Manual, and prepare the Draft ITD-2317 and necessary backup documents for the RE's review.
 - ii. For pending claims concerning extra work or work beyond the original scope, CONSULTANT will maintain accurate force account records showing actual cost of such work.
 - iii. CONSULTANT has two weeks from the date that the last required information was received from the Contactor to complete the required Change Order documents and submit to the Resident Engineer for further processing.
- 1.14 Contract Submittal Review – Contract submittals will be reviewed for contract compliance as necessary. It is understood that some interpretations and clarifications will be directed to the LHTAC Resident Engineer.
- Performance Assumptions:
- i. Traffic Control Plans – Traffic Control Plans will be reviewed for compliance with MUTCD and ITD specifications.
 - ii. CPM Review – The Contractor's CPM will be reviewed to ensure that activity dates are correctly recorded for accuracy.
 - i. Interpretations and Clarifications – It is expected that CONSULTANT will perform routine interpretations and clarifications on the project. Sensitive decisions and interpretations or those that effect Erosion and Environmental permitting will be reviewed by the LHTAC Resident Engineer prior to final disposition.
 - ii. Subcontracts – CONSULTANT will review and present subcontracts to LHTAC for approval.
 - iii. Contractor Source Approval Requests, Staging Area Requests, and Waste Site Approval Requests will be reviewed and approved through coordination with the LHTAC Resident Engineer.
- 1.15 Public Engagement - CONSULTANT will assist the City with project public relations management in cooperation with the Contractor. These services include a Situation Assessment (interviews with 3 key properties), preparing a flier/postcard with QR code and project contact information for City distribution to stakeholders, establishing a project email, maintenance of a public and

stakeholder comment database, establishing and hosting a project website linked to the City website with comment portal and maintaining regular project updates, and performing as needed stakeholder communication and management / conflict resolution during the project.

- 1.16 511 Reporting – CONSULTANT will complete and submit the ITD – 0511 form before the start of construction. CONSULTANT will update the form monthly and following any major changes to project traffic control or limitation due to construction activities.
2. **Survey Control** – CONSULTANT will check and verify the contractor surveys for accuracy and compliance with the plans and specifications. No field work by a survey crew is anticipated. Review will be limited to general conformance to the plans by viewing Contractor provided construction staking.
3. **Project Inspection** – Inspection will be performed by CONSULTANT with qualified and certified inspection staff. A spread sheet with qualifications and certifications will be prepared and maintained to ensure full compliance with ITD, WAQTC, and IQP requirements.
 - 3.1 Inspector Diaries – Daily reports on ITD forms will be prepared to record the Contractor’s hours on the site, weather conditions, data relative to questions of change orders, filed orders, or changed conditions, site visitors, daily activities, labor compliance, civil rights compliance, decisions, observations in general, and specific observations in more detail as the case of observing test procedures. Project files will be maintained on a weekly basis. Certificates of inspections, tests, and approvals required by the Contract Documents will be received and reviewed.
 - 3.2 Identify and Recommend Corrections – Any omissions, substitutions, defects and deficiencies in the work of the Contractor will be identified and documented with recommendations reported to the Engineer.
 - 3.3 Pay Quantity Collection – Pay quantities and quantity measurements will be checked for accuracy and prepared for processing for payment to the Contractor.
 - 3.4 Environmental & Erosion Control Monitoring – SWPPP is anticipated for this project CONSULTANT will provide a certified inspector to observe compliance with permits and the project’s approved SWPPP. CONSULTANT will participate in joint inspections with the Contractor’s WPCM for compliance with the project’s approved environmental plan.
 - i. For SWPPP projects – This scope includes one inspection per week with two additional inspections. The scope includes one (1) hour per inspection. Attendance at the weekly meeting is not included for the environmental inspector. A daily diary will not be prepared by the environmental inspector for site visits. Development of the ITD 2786 or ITD 2802 will be the responsibility of the Contractor. Daily diaries documenting env. inspection will be completed by the assigned project inspector.
 - ii. Weekly monitoring reports will be prepared and filed in the project office. In the event of a CGP violation, a non-compliance report (ITD Form 2790) will be coordinated within 24 hours of the violation with the contractor, the City of Lewiston, and LHTAC staff. Formal notification if personnel are changed or expiration of the needed certifications occurs will be required.

Performance Assumptions:

- i. This scope includes one inspection per week and 2 storm driven inspections. The scope includes one hour per inspection. Attendance at the weekly meeting is not included by the environmental inspector. A daily diary will not be prepared by the environmental inspector for site visits, only the ITD inspection record necessary for the SWPPP/ESCP reporting. Daily diaries will be completed by the assigned project inspector.

- 3.5 Asphalt and Fuel Price Adjustment Calculations – Asphalt and Fuel Price adjustment will be calculated monthly. Record of each month's calculation must be included in the project files.
4. **Materials Sampling & Testing** – CONSULTANT will provide materials sampling & testing services as required by ITD specifications and the LHTAC Resident Engineer. The following items represent the major sub-tasks required for administering this portion of the agreement.
 - 4.1 Quality Assurance and Verification Sampling & Testing – Sampling & Testing will be performed according to ITD Quality Assurance requirements and the LHTAC Resident Engineer (including verification sampling). Sampling of component materials and completed work items will be performed to verify that the materials and workmanship incorporated in the project are in substantial conformity with the plans, specifications, and contract special provisions. CONSULTANT will meet the minimum sampling frequencies per the MTR's as presented by the LHTAC Resident Engineer and as required due to project phasing, or other factors which could affect minimum testing frequencies. CONSULTANT will provide daily monitoring of the Contractor's Quality Control activities at the project site.
 - 4.2 Prepare and Transmit Test Results – The Contractor's Quality Control Plan will be monitored pursuant to QC/QA Special Provisions. All sampling data generated by CONSULTANT will be documented and included in the Materials Summary Report MSR and QC/QA statistical analysis for penalty/bonus calculations.
 - 4.3 Schedule for Sampling – LHTAC will be informed of the project sampling and testing schedule and all documentation reports of sampling and testing will be completed and filed the same week the work is done or as otherwise directed.
 - 4.4 Acceptability of "or-equal" Products – CONSULTANT will evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by the Contractor. Recommendations will be made to the LHTAC Resident Engineer for change orders before allowing any substitutes.
5. **Record Drawings & Project Close-Out** – At the completion of the project, CONSULTANT will prepare and finalize Record Drawings of actual work performed and tracked as the project progresses. These will become the official record drawings for the file. At project close-out, all records will be finalized and quantity calculations verified. Notify the Engineer when all records are final and available in ProjectWise within 30 days of project substantial completion.
 - 5.1 Verify that all necessary documents have been received for submission of the Contractor's affidavit of payment.
 - 5.2 Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, including certificates of inspection, tests and approvals, shop drawings and samples which are to be assembled by the Contractor in accordance with the Contract Documents to obtain final payment. CONSULTANT to provide before and after pictures of the project.
 - 5.3 Promptly conduct an inspection after notice from the Contractor that the entire work is ready for its intended use, in the company of the City of Lewiston, LHTAC Resident Engineer and the Contractor, to determine if the work is Substantially Complete. If there are no objections from the City of Lewiston or LHTAC, CONSULTANT will deliver a certificate of substantial completion to the LHTAC Resident Engineer and the Contractor.
 - 5.4 Participate in a final inspection, to include representatives from the City of Lewiston and LHTAC, to determine if the completed work by the Contractor is acceptable so that CONSULTANT and the LHTAC may recommend in writing, final payment to the Contractor. CONSULTANT will also

provide a notice that the work is acceptable to the best of their knowledge, information and belief based on the extent of the services provided under this agreement.

6. **Key Understandings** - It is anticipated that each CONSULTANT personnel assigned to the project will be furnished with a vehicle, digital camera and cellular phone by CONSULTANT and all work will be under the supervision of the LHTAC Resident Engineer or their assigned representative.
7. **Project Schedule** - CONSULTANT proposes to implement its services within the following schedule: The scope of work for this project will run in accordance with the Contractor's construction schedule (120 working days between March-September) contract. It is anticipated that CONSULTANT will be engaged in CE&I Services from February, 2026 through December, 2026.
8. **Professional Service Fee** - CONSULTANT will invoice the LHTAC Resident Engineer for professional services described in this Scope of Work. CONSULTANT will invoice the LHTAC Resident Engineer for professional labor and reimbursable expenses based on the Cost Estimate and will bill only for the efforts actually expensed to complete the project in accordance with the provisions of the ITD Task Order for this work.
9. **Direct Expenses:**
 - Direct expenses will be allowed as required by the project, as negotiated, and as defined herein.
 - All testing will be billed at approved, Schedule of Fee rates, no allowance will be made to modify this billing method.
 - Direct reimbursement for vehicle expenses will be made by the current, established GSA mileage rate only. Compensation by other methods will not be considered.
 - Mileage invoiced will not be allowed to exceed the distance to the project from an employee's established office location or as negotiated by the Resident Engineer.

The fee estimate, level-of-effort projections, and schedule assumptions represent CONSULTANT'S professional judgment. They are presented to allow a review of our approach. As we initiate activities, it may become apparent some modifications to this proposal are necessary due to changes in the Contractor's schedule. CONSULTANT will advise the LHTAC Resident Engineer and Local Sponsor of such issues and any fee and/or schedule impact prior to implementing revised activities.

PROJECT LOCATION: SNAKE RIVER AVE; SOUTHWAY BRIDGE TO 11TH AVE, NEZ PERCE CO
PROJECT NUMBER: A013(443)
PROJECT KEY NUMBER: 13443

J-U-B - SUMMARY OF COSTS

A. SUMMARY ESTIMATED MAN-DAY COSTS

Position	Name	Man-Days	Man-Hours	Raw Hrly Rate	3.0819 Loaded Hrly Rate	Loaded Labor Cost
1 Project Manager	A. COMSTOCK	39	= 312.0	@ \$ 95.92	\$ 295.62	= \$ 92,233.44
2 Lead On-Site Inspector	A. MOODY	170	= 1363.5	@ \$ 46.49	\$ 143.28	= \$ 195,362.28
3 Additional Inspector	S. NEUMANN	27	= 212.0	@ \$ 73.46	\$ 226.40	= \$ 47,996.80
4 Asst PM / Doc Control	N. HAIGHT	39	= 312.0	@ \$ 45.72	\$ 140.90	= \$ 43,960.80
5 Public Engage Specialist	H. ANDERSON	21	= 168.0	@ \$ 43.30	\$ 133.45	= \$ 22,419.60
6 Administrative Assistant	K. HALLAND	12	= 93.0	@ \$ 31.42	\$ 96.83	= \$ 9,005.19
7 Financial Specialist	T. LUTZ	1	= 9.0	@ \$ 44.56	\$ 137.33	= \$ 1,235.97
TOTAL LOADED LABOR COST						= \$ 412,214.08

B. PAYROLL, FRINGE BENEFIT COSTS & OVERHEAD

Approved Overhead Rate**** 179.86%

C. NET FEE *** 9.50%

D. FCCM**** 1.74%

E. OUT-OF-POCKET EXPENSE SUMMARY

	Estimated Amount	Unit Cost	Estimated Expense
1 Vehicle Mileage*			
J-U-B CDA Office to Project, RT 300 Mi			
Project Manager 17 Trips	5,100 MLG	5,100 @ \$ 0.725	= \$ 3,697.50
JUB LCV Office to Project, RT 5 Mi			
Lead On-Site Inspector 150 Trips	750 MLG	750 @ \$ 0.725	= \$ 543.75
J-U-B LCV Office to Project, RT 5 Mi			
Additional Inspector 25 Trips	125 MLG	125 @ \$ 0.725	= \$ 90.63
TOTAL ESTIMATED EXPENSE			= \$ 4,331.88
2 Testing Summary			
Field / Laboratory Testing (See JUB Testing Summary)			= \$ 164,228.90
TOTAL ESTIMATED EXPENSE			= \$ 164,228.90

TOTAL = \$580,774.86

Constr Amt 3,255,000.00

% 17.8%

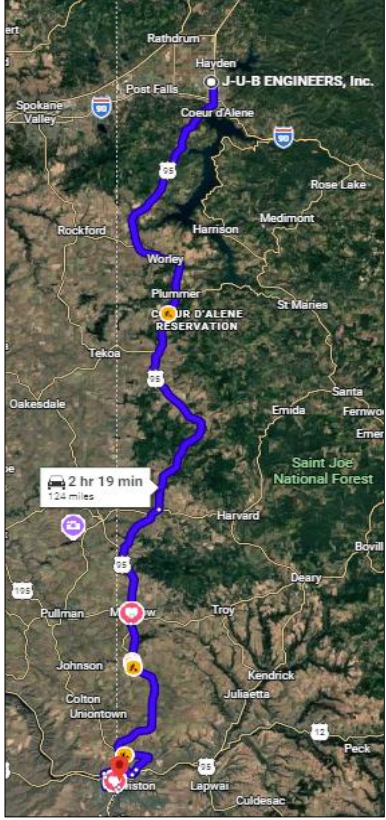
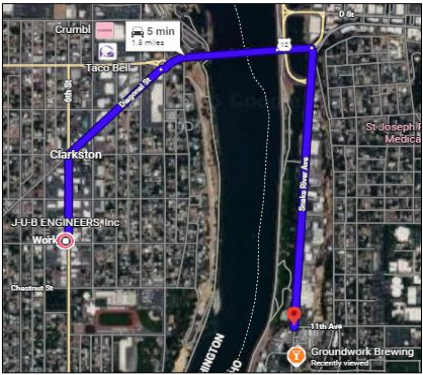
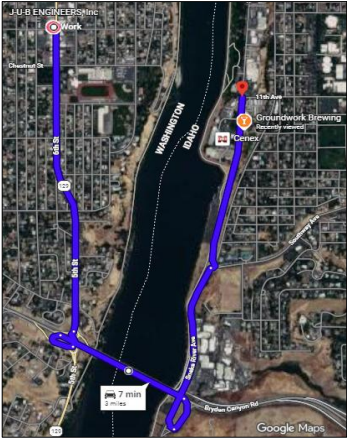
\$/Day \$4,839.79

* Not to Exceed the "FEDERAL PER DIEM RATES FOR IDAHO"

** See attached Subconsultant's Summary

*** Calculated from Fee Matrix

**** As per our Approved Overhead Rate Letter



PROJECT LOCATION: SNAKE RIVER AVE; SOUTHWAY BRIDGE TO 11TH AVE, NEZ PERCE CO
PROJECT NUMBER: A013(443)
PROJECT KEY NUMBER: 13443

J-U-B TESTING - SUMMARY OF COSTS

A. SUMMARY ESTIMATED MAN-DAY COSTS

Position	Name	Man-Days	Man-Hours	Raw Hry Rate	3.0819 Loaded Hry Rate	Loaded Labor Cost
1 Lead Materials Technician	S. NEUMANN	67	= 536.5	@ \$ 73.46	\$ 226.40	= \$ 121,461.65
2	-	0	= 0.0	@	\$ -	= \$ -
3	-	0	= 0.0	@	\$ -	= \$ -
4	-	0	= 0.0	@	\$ -	= \$ -
TOTAL LOADED LABOR COST						= \$ 121,461.65

B. PAYROLL, FRINGE BENEFIT COSTS & OVERHEAD

Approved Overhead Rate 179.86%

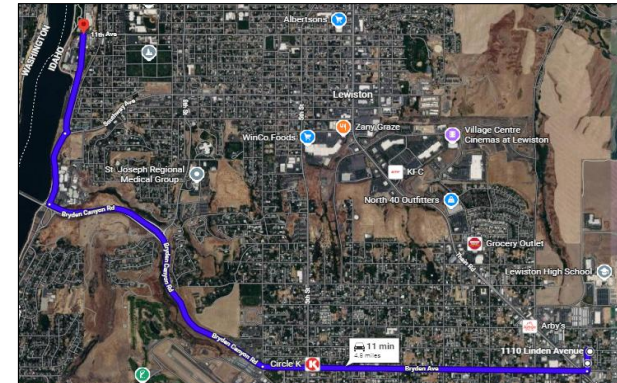
C. NET FEE *** 9.50%

D. FCCM 1.74%

E. 2026 LHTAC SCHEDULE OF FEES - CONSTRUCTION MATERAILS TESTING

Mileage, MI (10 MI Round Trip from LCV Lab)	1210	@	\$ 0.725	= \$ 877.25	Assume 184 Trips for Testing, Sampling, and Retrieval
Density Gauge - Hourly Rate	230	@	\$ 25.00	= \$ 5,750.00	Assume 153 Trips (2 hours/trip) of Soil/Agg/HMA Density Testing
Shipping Fees	10	@	\$ 40.00	= \$ 400.00	Ship PG Binder, Cement, Fly Ash to ITD Central Lab; HMA Sample to HQ for Test Strip; By Invoice
T99 Moisture Density Relationship Curve	1	@	\$ 300.00	= \$ 300.00	Assume 1 proctor for 205-005A & 205-030A (Excavation/Borrow)
T272 Moisture Density Relationship 1 Checkpoint	10	@	\$ 180.00	= \$ 1,800.00	Assume 5 tests for 205-005A (Excavation) and 5 tests for 205-030A (Borrow)
T255/T265 Moisture Content	0	@	\$ 45.00	= \$ -	
T27 Coarse Sieve for T74	4	@	\$ 210.00	= \$ 840.00	Assume 3 tests for 205-095A (Soft Spot Repair) and 1 test for 210-015A (Compacting Backfill)
T265 Moisture Content for T74	4	@	\$ 45.00	= \$ 180.00	Assume 3 tests for 205-095A (Soft Spot Repair) and 1 test for 210-015A (Compacting Backfill)
T27/T11 Sieve Analysis	13	@	\$ 365.00	= \$ 4,745.00	Assume 1 test for 301-010A (Granular Subbase), 11 tests of 303-022A (Agg. Base), and 1 test for 303-052A (Agg. Base)
T27 Coarse Sieve for T74	9	@	\$ 210.00	= \$ 1,890.00	Assume 1 test for 301-010A (Granular Subbase), 7 tests for 303-022A (Agg. Base) and 303-052A (Agg. Base)
T265 Moisture Content for T74	8	@	\$ 45.00	= \$ 360.00	Assume 1 test for 301-010A (Granular Subbase), 7 tests for 303-022A (Agg. Base) and 303-052A (Agg. Base)
T176 Sand Equivalent	13	@	\$ 170.00	= \$ 2,210.00	Assume 1 test for 301-010A (Granular Subbase), 11 tests of 303-022A (Agg. Base), and 1 test for 303-052A (Agg. Base)
T335 Fractured Face	12	@	\$ 140.00	= \$ 1,680.00	Assume 11 test for 303-022A (Agg. Base) and 1 test for 303-052A (Agg. Base)
T99 Anti-strip	2	@	\$ 130.00	= \$ 260.00	1 test per shift combined into weekly binder verification unit for 405-435A (Superpave SP3 HMA)
T308 Ignition Oven Correction Sample	3	@	\$ 175.00	= \$ 525.00	3 samples per approved mix design
T308/T30 Extraction - Ignition Oven	7	@	\$ 175.00	= \$ 1,225.00	1 test per 750 tons for 405-435A (Superpave SP3 HMA)
T329 Asphalt Moisture	7	@	\$ 50.00	= \$ 350.00	1 test per 750 tons for 405-435A (Superpave SP3 HMA)
T209 Rice Max Theoretical Test	7	@	\$ 220.00	= \$ 1,540.00	1 test per 750 tons (2 tests per sample) for 405-435A (Superpave SP3 HMA)
T312 Asphalt Volumetric Properties - Gyratory	24	@	\$ 225.00	= \$ 5,400.00	1 test per 750 tons (2 tests per sample) for 405-435A (Superpave SP3 HMA)
T166 Core Unit Weight / Density	24	@	\$ 115.00	= \$ 2,760.00	Assume 10 cores (bottom / top lift) for gauge correlation and 14 gyratory cores for HMA mix volumetric properties
T27-T11 Fine Sieve Analysis	1	@	\$ 365.00	= \$ 365.00	1 test per each 1,000 CY of concrete placed for 411-005A (Urban Concrete Paving)
T27 Coarse Sieve Analysis	1	@	\$ 210.00	= \$ 210.00	1 test per each 1,000 CY of concrete placed for 411-005A (Urban Concrete Paving)
T176 Sand Equivalent - 1 Point	1	@	\$ 170.00	= \$ 170.00	1 test per each 1,000 CY of concrete placed for 411-005A (Urban Concrete Paving)
T22 Compressive Strength Cylinders, per each	5	@	\$ 55.00	= \$ 275.00	1 set of 5 cylinders for 411-005A (Urban Concrete Paving)
T22 Compressive Strength Cylinders, per each	10	@	\$ 55.00	= \$ 550.00	1 set of 5 cylinders for 502-025A (Concrete Class 40A) and 1 set of 5 cylinders for 502-430A (Concrete Parapet)
T27-T11 Fine Sieve Analysis	1	@	\$ 365.00	= \$ 365.00	Assuming same design for 502-025A (Concrete Class 40A) and 502-430A (Concrete Parapet)
T176 Sand Equivalent - 1 Point	1	@	\$ 170.00	= \$ 170.00	Assuming same design for 502-025A (Concrete Class 40A) and 502-430A (Concrete Parapet)
T27/T11 Coarse Sieve Analysis	1	@	\$ 210.00	= \$ 210.00	Assuming same design for 502-025A (Concrete Class 40A) and 502-430A (Concrete Parapet)
T180 Moisture Density Relationship Curve	1	@	\$ 325.00	= \$ 325.00	Assuming same subgrade material for 614-015A (Sidewalk), 614-020A (Driveway), and 614-025A (Curb Ramp)
T272 Moisture Density Relationship 1 Checkpoint	3	@	\$ 180.00	= \$ 540.00	1 test for 614-015A (Sidewalk), 1 test for 614-020A (Driveway), and 1 test for 614-025A (Curb Ramp)
T27/T11 Sieve Analysis	1	@	\$ 365.00	= \$ 365.00	1 test for 606-11A (Urban Concrete Drain)
T27 Coarse Sieve for T74	21	@	\$ 210.00	= \$ 4,410.00	Assume three types of backfill material will be used for 600 items. Gauge will be correlated to each material after 7 test shown.
T265 Moisture Content for T74	21	@	\$ 45.00	= \$ 945.00	Assume three types of backfill material will be used for 600 items. Gauge will be correlated to each material after 7 test shown.
T99 Moisture Density Relationship Curve	1	@	\$ 325.00	= \$ 325.00	Assume 1 proctor for S501-15A (Retaining Wall)
T272 Moisture Density Relationship 1 Checkpoint	2	@	\$ 180.00	= \$ 360.00	Assume 2 test for S501-15A (Retaining Wall)
T27/T11 Moisture Content	2	@	\$ 45.00	= \$ 90.00	Assume 2 test for S501-15A (Retaining Wall)
TOTAL TESTING COST = \$ 42,767.25					

TOTAL = \$164,228.90



4.00 Hr round trip from CDA

7 Months of Admin.		J-U-B - Project Personnel							J-U-B - Testing Personnel				NOTES
		A. COMSTOCK	A. MOODY	S. NEUMANN	N. HAIGHT	H. ANDERSON	K. HALLAND	T. LUTZ	S. NEUMANN				
		Project Manager	Lead On-Site Inspector	Additional Inspector	Asst PM / Doc Control	Public Engage Specialist	Administrative Assistant	Financial Specialist	Lead Materials Technician				
										TOTAL	TOTAL	TOTAL	
24	Active Weeks												
120	Working Day Contract												
1.0 Construction Administration													
1.1	Submittal Log & MTRs	25.00	8.00	-	8.00	-	-	-	41.00	8.00	8.00	49.00	87 STD Items (0.5 hrs) & 5 SP Items (0.75 hrs) / PM-25 hrs to develop/review / LI, DC & LMT-8 hrs for review
1.2	Pre-Construction Conference	9.50	2.50	-	2.50	2.50	3.50	-	20.50	2.50	2.50	23.00	PM-3 hrs coordinate + 4 hrs travel / PM, LI, DC, Admin (+1hr for prep), & LMT-2.5 hrs for meeting and notes
1.3	Labor Compliance	-	-	-	-	-	11.00	-	11.00	-	-	11.00	Assume prime and 10 subs / Admin-1 hrs/ea for filing / LI-hrs included in Section 3.10
1.4	Civil Rights Compliance	-	-	-	-	-	2.00	-	2.00	-	-	2.00	Admin-2 hrs for filing / LI-hrs included in Section 3.10
1.5	Filing & Records Verification	-	-	-	48.00	-	-	-	48.00	-	-	48.00	DC-2 hrs/wk for review and filing
1.6	Progress Estimate Preparation	32.00	-	-	-	-	8.00	-	40.00	-	-	40.00	Assume 8 estimates / PM-4 hrs/ea / Admin-1 hr/ea for AASHTOWare input / LI hrs included in Section 3.10
1.7	Materials Certifications	-	-	-	96.00	-	-	-	96.00	-	-	96.00	DC-4 hrs/wk for review and filing
1.8	Contract Changes	10.00	-	-	-	-	-	-	10.00	-	-	10.00	Assume 10 AVO/RFPs / PM-1 hrs/ea for review & negotiations
1.9	Pre-paving Meetings	4.00	2.00	-	2.00	-	-	-	8.00	2.00	2.00	10.00	PM-2 hr/prep and minutes / PM, LMT, DC-2 hr/meeting, LI hrs included in Section 3.10
1.10	Weekly Progress Meetings	24.00	-	-	24.00	-	48.00	-	96.00	12.00	12.00	108.00	Assume 25 meetings / PM, DC, Admin (+1 hr for prep/mins), LMT (half of them)-1 hr/meeting / LI hrs included in Section 3.10
1.11	Monthly Invoicing	4.50	-	-	-	-	-	9.00	13.50	-	-	13.50	Assume 9 Invoices / PM-0.5 hr/ea for review / FS-1 hrs/ea
1.12	Subcontracts	-	-	-	-	-	5.00	-	5.00	-	-	5.00	Assume 10 ITD-315s / Admin-0.5 hrs ea for review and filing
1.13	Change Orders	20.00	-	-	5.00	-	5.00	-	30.00	-	-	30.00	Assume 5 COs / PM-4 hrs/ea for review & negotiations / DC-1 hr/ea for prep / LI-hrs included in Section 3.10
1.14	Contract Submittal Review	52.50	-	-	-	-	-	-	52.50	-	-	52.50	Assume 35 Submittals / PM-1.5 hrs/ea for review
1.15	Public Engagement	24.00	-	-	-	165.50	-	-	189.50	-	-	189.50	PM-1 hrs/wk / PI-40 hrs to set website and filer/mailler, 5+ hr/wk for ongoing management
1.16	511 Reporting	-	-	-	-	-	6.50	-	6.50	-	-	6.50	Admin-Initial 1 hr, 0.5 hrs/ea month plus two additional for prep and filing
		205.50	12.50	-	185.50	168.00	89.00	9.00	669.50	24.50	24.50	694.00	
2.0 Survey Control													
2.01	Survey Checks	4.00	8.00	-	-	-	-	-	12.00	-	-	12.00	PM-4 hrs for review / LI-8 hrs for review
		4.00	8.00	-	-	-	-	-	12.00	-	-	12.00	
3.0 Project Inspection													
3.10	Inspection and Diaries	72.00	1,300.00	212.00	-	-	-	-	1,584.00	-	-	1,584.00	LI-10 hrs/WD / AI-8 hrs/wk / LI & AI +10 Adtl. Insp. / PM-6 hrs/every other wk for site visit
3.20	Identify & Recommend Corrections	10.00	-	-	-	-	-	-	10.00	-	-	10.00	Assume 5 corrections, PM-2 hrs/ea for review / LI-hrs included in Section 3.10
3.30	Pay Quantity Collection	-	-	-	18.00	-	-	-	18.00	-	-	18.00	Assume 9 estimates / DC-2 hrs/ea / LI-hrs included in Section 3.10
3.40	Enviro & Erosion Control Monitoring	-	-	-	12.00	-	-	-	12.00	-	-	12.00	Assume SWPPP / DC-0.5 hrs/wk for review / LI-hrs included in Section 3.10
3.50	Asphalt and Fuel Price Adjustment Calculations	-	-	-	5.50	-	-	-	5.50	-	-	5.50	Assume 9 estimates / DC-0.5 hrs/ea for 9 FPFC + 2 APAC / LI hrs included in Section 3.10
		82.00	1,300.00	212.00	35.50	-	-	-	1,629.50	-	-	1,629.50	
4.0 Materials Sampling & Testing													
4.10	QA and Verification Sampling & Testing	-	-	-	-	-	-	-	-	480.00	480.00	480.00	LMT-20 hrs/wk / LI-testing hrs included in Section 3.10
4.20	Prepare and Transmit Test Results	-	-	-	24.00	-	-	-	24.00	24.00	24.00	48.00	DC & LMT-1 hrs/wk for review
4.30	Schedule for Sampling	-	-	-	-	-	-	-	-	-	-	-	LMT-hrs included in Section 4.10
4.40	Acceptability of "or-equal" Products	-	-	-	15.00	-	-	-	15.00	-	-	15.00	Assume 5 / DC-3 hr/ea for review
		-	-	-	39.00	-	-	-	39.00	504.00	504.00	543.00	
5.0 Record Drawings & Project Close-Out													
5.10	Verify documents received	6.50	40.00	-	50.00	-	-	-	96.50	8.00	8.00	104.50	PM-6.5 hrs for review/RE Letter / LI & DC-40 hrs for As-Builts/ DC & LMT-1 days of review, reporting and follow up from DRI
5.20	Verify bonds, docs & certs are on file.	-	-	-	2.00	-	4.00	-	6.00	-	-	6.00	Admin-4 hrs/review / DC-2 hrs/review
5.30	Substantial Completion Inspection	6.00	-	-	-	-	-	-	6.00	-	-	6.00	PM & LI-site visit + travel time hrs included in Section 3.10 / PM 4 hrs for punch list + update
5.40	Final Inspection	8.00	3.00	-	-	-	-	-	11.00	-	-	11.00	PM & LI-2 hr meeting + travel time + PM 2-hr punch list
		20.50	43.00	-	52.00	-	4.00	-	119.50	8.00	8.00	127.50	
Total Labor Hours		312.00	1,363.50	212.00	312.00	168.00	93.00	9.00	2,469.50	536.50	536.50	3,006.00	

Snake River Ave		Laboratory and Field Testing by Section																								
Item	Quantity	Trips	Moisture Density Gauge	T-99, Moisture Density Cone	T-180, Moisture Density Cone	T-272, Moisture Density Checkpoint	T-27, Coarse Sieve for 1-74	T-265, Moisture Content for 1-74	T-277-11, Coarse & Fine Aggregate Gradation	T-27, Coarse Aggregate Gradation	T-277-11, Fine Aggregate Gradation	T-176, Sand Equivalent	T-335, Fracture Face Counts	D-4931, Flat and Elongated Particles	T-304, Fine Aggregate Angularity	T-99, Anti-Strip	T-277-11, Coarse & Fine Agg. Grad. (cold feed)	T-308, Ignition Oven Correction Samples	T-308/T-30, Extraction with Gradation	T-329, Asphalt Moisture Content	T-209, Theoretical Max. Density (RCE)	T-146, Core Unit Weight / Density	T-312, Asphalt Volumetric Properties (Gyratory)	T-22, Concrete Compressive Strength, etc.		
205-005A Excavation	3,089 CY	6	5	1	5																					
205-030A Borrow	3,769 CY	5	5	5	5																					
205-095A Soft Spot Repair	10,000 CA	2	3				3	3																		
210-015A Compacting Backfill	35 CY	1	1				1	1																		
Subtotal for 200 Section		14	14	1	-	10	4	4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Item	Quantity																									
301-010A Granular Subbase	35 CY	2	1				1	1	1		1															
303-022A 3/4" Aggregate Base	10,680 tons	8	11				7	7	11		11	11														
303-052A 3/4" Aggregate Base	10 CY	1	1				1	1		1	1															
Subtotal for 300 Section		11	13	-	-	-	9	8	13	-	13	12	-	-	-	-	-	-	-	-	-	-	-	-		
Item	Quantity																									
405-435A Superpave SP3 HMA	4,890 tons	2	2														2		3	7	7	10				
Test Strip (x2 - top and bottom)		11	4																							
Production Paving (est. 10 hours/ day)	45 CY	3							1	1	1													5		
411-005A Urban Concrete Paving		16	6	-	-	-	-	-	1	1	1	-	-	-	-	-	2	-	3	7	7	17	24	5		
Subtotal for 400 Section		16	6	-	-	-	-	-	1	1	1	-	-	-	-	-	2	-	3	7	7	17	24	5		
Item	Quantity																									
502-025A Concrete Class 40A	21.6 CY	3							1	1	1													5		
502-430A Concrete Parapet	52 FT	2																						5		
Subtotal for 500 Section		5	-	-	-	-	-	-	1	1	1	-	-	-	-	-	-	-	-	-	-	-	-	10		
Item	Quantity																									
605-025A 12" Storm Sewer Pipe	166 FT	12	12				7	7																		
605-035A 18" Storm Sewer Pipe	2,281 FT	37	37																							
605-045A 24" Storm Sewer Pipe	1,540 FT	13	13																							
605-455A Manhole Type A	15 Each	15	15				7	7																		
605-465A Manhole Type C	3 Each	3	3																							
605-467A Manhole Type D	3 Each	3	3																							
605-605A Inlet Type 1	26 Each	26	26				7	7																		
605-615A Inlet Type 3	1 Each	1	1																							
605-630A Inlet Type 8	5 Each	5	5																							
606-115A Urban Edge Drain (6")		1																								
614-015A Sidewalk (Subgrade)	2,386 SY	2	1		1	1																				
614-020A Driveway (Subgrade)	697 SY	1	1		1	1																				
614-025A Curb Ramp (Subgrade)	69 SY	1	1		1	1																				
Subtotal for 600 Section		120	118	-	1	3	21	21	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Item	Quantity																									
5501-15A Retaining Wall	605 SF	3	2	1	2				1																	
Subtotal for SP Section		3	2	1	2	-	-	-	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Project Totals		169	153	2	1	15	34	33	15	2	2	15	12	-	-	2	-	3	7	7	7	17	24	15		

Item	Quantity	Trips	Density Gauge Test, 2 hour / day	Hours for Field Testing (est. 3 hour / test)	Hours for Sampling & Pickup test, 2 hour / sample	ASSUMPTIONS
Items: 205-005A, 205-030A, and 210-015A		6	10	15	2	Assume 5 trips for testing @ 3 hrs/trip and 1 sample pickup (proctor) @ 2 hrs/trip
		5	10	15		Assume 5 trips for testing @ 3 hrs/trip
		2	4	6		Assume 2 trips for testing @ 3 hrs/trip
		1	2	3		Assume 1 trip for testing @ 3 hrs/trip
Subtotal		14	26	39	2	
Items: 301-010A, 303-022A, and 303-052A		2	2	3	2	Assume 1 trip for testing @ 3 hrs/trip and 1 sample pickup (gradation) @ 2 hrs/trip
		11	16	24	6	Assume 8 trips for testing @ 3 hrs/trip and 3 trips for sample pickup (gradation) @ 2 hrs/trip
		1	3			Assume 1 trip for testing and sample pickup (gradation) @ 3 hrs/trip
Subtotal		14	18	30	8	
Items: 405-435A and 411-005A		2	16	20		Assume two test strips (two lifts) @ 2 hrs/each
		11	32	40	14	Assume 4 days of production paving @ 10 hrs/day and 7 trips for sample pickup (volumetric testing) @ 2 hrs/trip
		3	3	4		Assume 1 trip for testing @ 3 hrs/trip and 2 trips for sample pickup (gradation/cylinders) @ 2 hrs/trip
Subtotal		16	48	63	18	
Items: 502-025A and 502-430A		3	3	4		Assume 1 trip for testing @ 3 hrs/trip and 2 trips for sample pickup (gradation/cylinder) @ 2 hrs/trip
		2	3	2		Assume 1 trip for testing @ 3 hrs/trip and 1 trips for sample pickup (cylinder) @ 2 hrs/trip. Assume same design for 502-025A
Subtotal		5	-	6	6	
Items: 605-025A, 605-035A, 605-045A, 605-455A, 605-465A, 605-467A, 605-605A, 605-615A, 605-630A, 606-115A, 614-015A, 614-020A, and 614-025A		4	8	12		Assume 4 trips for testing @ 3hrs/trip. Testing for this item is captured in the other 600 items.
		19	38	57		Assume 19 trips for testing @ 3hrs/trip. Testing for this item is captured in the other 600 items.
		9	18	27		Assume 9 trips for testing @ 3 hrs/trip. Testing for this item is captured in the other 600 items.
		7	14	21		Assume 7 trips for testing @ 3hrs/trip. Testing for this item is captured in the other 600 items.
		3	6	9		Assume 3 trips for testing @ 3 hrs/trip. Testing for this item is captured in the other 600 items.
		2	4	6		Assume 2 trips for testing @ 3 hrs/trip. Testing for this item is captured in the other 600 items.
		14	28	42		Assume 14 trips for testing @ 3 hrs/trip. Testing for this item is captured in the other 600 items.
		1	2	3		Assume 1 trip for testing @ 3 hrs/trip. Testing for this item is captured in the other 600 items.
		5	10	15		Assume 5 trips for testing @ 3 hrs/trip. Testing for this item is captured in the other 600 items.
		1	2	3		Assume 1 trip for sample pickup (gradation) @ 2 hrs/trip
		2	2	3	2	Assume 1 trip for testing @ 3 hrs/trip and 1 trip for sample pickup (proctor) @ 2 hrs/trip
		1	2	3		Assume 1 trip for testing @ 3 hrs/trip
		1	2	3		Assume 1 trip for testing @ 3 hrs/trip
Subtotal		69	134	201	4	
Item: 5501-15A		3	4	6	2	Assume 2 trip for testing @ 3 hrs/trip and 1 trip for sample pickup (proctor) @ 2 hrs/trip.
Subtotal		3	4	6	2	
		345	40			Sum of Field Testing, Sampling and Pickup Hours
		121	230	385		Total Hours

16.0 Hours per week



CITY COUNCIL MEETING AGENDA ITEM SUMMARY

ITEM TITLE ORDINANCE 4956	AGENDA NO. VI. J. 1. a. AGENDA DATE: March 9, 2026
ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.) Ordinance 4956 was introduced to the City Council at their January 12th, 2026 meeting. The Ordinance has been published in the Tribune, copies have been made available at City Hall, and has been posted on the City's website for public view for 30 days. The Ordinance will be read and considered at the following City Council meetings: • January 26, 2026 - First Reading. • February 9, 2026 - Second Reading. • February 23, 2026 - Third Reading and possible adoption. Some key changes to the agreement include: • A one-time rate increase of 18.5% to the "Minimum Fees" as contained in Exhibit B. • Amending the annual rate adjustment indexes and language. These adjustments to the Base Fees would begin 10/1/26. • Updating the requirement for a local office. • Clarifying language regarding the necessary roll-off containers as well as residential totes. • Clarifying language regarding yard waste disposal receptacles. At the January 26, 2026 meeting, City staff and Sunshine Disposal, Inc. (SDI) prepared individual memos for City Council. The Public Works Director and SDI were present to help answer any questions. City Council decided to postpone the first reading to February 23rd and requested that SDI provide additional data explaining the basis for their one-time rate increase.	
BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources) The FY26 budget has the funds appropriated to cover the 18.5% increase. However, the increase will use approximately \$500,000 of reserves. Rates in the future will likely need to be adjusted in order to keep up with the proposed increase, as well as other future operational cost increases. Unchecked, these costs could deplete reserves significantly and impact planned capital improvements or emergency funds. The audit for Fiscal Year 2025 has not been completed, but internal records would show that Sanitation has approximately \$6.9 million currently in reserve funds after FY25 year-end. FY26 will have to utilize approximately \$800 thousand of reserves and will leave a balance of an estimated \$6.1 million dollars of reserves by FY26 year-end.	

ACTION PROPOSED

No action is proposed currently.

CITY ORDINANCE NO. 4956

AN ORDINANCE OF THE CITY OF LEWISTON AMENDING THE FRANCHISE AGREEMENT FOR COLLECTION, HAULING, AND TIPPING OF RESIDENTIAL AND COMMERCIAL SOLID WASTE, YARD WASTE, AND RECYCLABLE MATERIALS BETWEEN THE CITY OF LEWISTON AND SANITARY DISPOSAL, INC., DOING BUSINESS AS SUNSHINE DISPOSAL & RECYCLING, AN IDAHO CORPORATION GRANTED PURSUANT TO LEWISTON CITY ORDINANCE NO. 4823 ON NOVEMBER 1, 2021; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST SAID AMENDMENT TO THE FRANCHISE AGREEMENT, RESPECTIVELY; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE ARE DEEMED SEVERABLE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Lewiston (“City”) and Sanitary Disposal, Inc., doing business as Sunshine Disposal & Recycling (“Franchisee”), are parties to that certain “Franchise Agreement for Collection, Hauling, and Tipping of Residential and Commercial Solid Waste, Yard Waste, and Recyclable Materials” (“Agreement”), which was approved and adopted through Ordinance No. 4823, with the ordinance passed November 22, 2021, and the Franchise Agreement effective December 1, 2021; and

WHEREAS, the Franchise Agreement provides that it may be amended only by a writing duly executed by both parties, and establishes procedures for initiating and negotiating amendments; and

WHEREAS, the parties have adhered to the procedures for initiation and negotiation of amendments set forth in the Agreement; and

WHEREAS, the Lewiston City Council finds it in the best interests of the City to amend the Franchise Agreement and to authorize execution of the amendment in accordance with the procedures outlined above; and

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

SECTION 1: The “Amendment to the Franchise Agreement for Collection, Hauling, and Tipping of Residential and Commercial Solid Waste, Yard Waste, and Recyclable Materials”

("Amendment") is hereby approved. A copy of said Amendment is attached hereto and incorporated herein as Exhibit A.

SECTION 2: The Mayor and City Clerk are hereby authorized and directed to execute and attest the Amendment, respectively.

SECTION 3: The provisions of this Ordinance shall be deemed severable and the invalidity of any provision of this Ordinance shall not affect the validity of the remaining provisions. The remaining sections of Ordinance No. 4823 not modified through this Amendment shall remain in full force and effect.

SECTION 4: Following its passage and publication, this Ordinance shall be effective March 1, 2026.

PASSED this _____ day of _____, 2026.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

Tanya M. Brocke, City Clerk

**EXHIBIT A
TO
ORDINANCE NO. 4956**

**AMENDMENT TO THE FRANCHISE AGREEMENT
FOR COLLECTION, HAULING, AND TIPPING OF RESIDENTIAL AND
COMMERCIAL SOLID WASTE, YARD WASTE, AND RECYCLABLE MATERIALS**

THIS AMENDMENT to the Franchise Agreement for Collection, Hauling, and Tipping of Residential and Commercial Solid Waste, Yard Waste, and Recyclable Materials (“Amendment”) is entered into by and between the City of Lewiston, an Idaho municipal corporation (“City”), and Sanitary Disposal, Inc., doing business as Sunshine Disposal & Recycling, an Idaho corporation (“Franchisee”). City and Franchisee may also individually be referred to as “Party” or collectively as “Parties.”

WHEREAS, City Ordinance No. 4823 authorizes the City to enter into a franchise agreement with Franchisee for collection, hauling, and tipping of residential and commercial solid waste, yard waste, and recyclable materials; and

WHEREAS, in 2021, the City and Franchisee entered into an exclusive franchise agreement with Franchisee for the collection, hauling, and tipping of residential and commercial solid waste, yard waste, and recyclable materials (the “Franchise Agreement”); and

WHEREAS, the Parties now desire to amend several sections of the Franchise Agreement.

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

SECTION 1: Article IV, Section IV.1 of the Franchise Agreement is hereby deleted in its entirety and replaced as follows:

Section IV.1. Payment Definitions

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

Annual Percent Change means the index average of the current year (*Annual Index Value Year Two*) minus the index average of the previous year (*Annual Index Value One*) to obtain the PPI increase or decrease value. Divide the PPI value by *Annual Index Value Two*.

Base Fees means the fees paid by City to Franchisee for the collection, hauling, and tipping of Solid Waste, Yard Waste, and Recyclable Materials. Such fees are set forth in Exhibit A (Base Fees), attached hereto and incorporated herein, and may be amended from time-to-time in accordance with Section IV.5 (Adjustments to Base Fees) of this Agreement.

Franchisee Fee means a fee equal to ten percent (10%) of the total Base Fee paid by City to Franchisee.

Index Year means the monthly average of PPI values from May of the previous year through April of the current year.

PPI means Solid Waste Collection Producer Price Index, Series ID: PCU5621115621112.

SECTION 2: Section IV.5 of the Franchise Agreement, titled “Base Fee Adjustments for Collection of Solid Waste, Yard Waste, and Recyclable Materials,” and Section IV.6, titled “Base Fee Adjustments for Hauling Services,” are hereby merged into a single, unified Section IV.5 titled “Adjustments to Base Fees.” As a result, Section IV.6 is hereby deleted in its entirety and reserved for future use. Any reference to Section IV.6 in the Franchise Agreement shall be deemed to refer to the new Section IV.5, “Adjustments to Base Fees,” as amended herein.

SECTION 3: Article IV, Section IV.5, now titled “Adjustments to Base Fees,” of the Franchise Agreement is hereby deleted in its entirety and replaced with the following:

Section IV.5. Adjustments to Base Fees

- A. Except as provided in Subsection IV.5.E below, upon approval of the Amendment to the Agreement, and annually on October 1 thereafter, the Base Fees paid to Franchisee shall be adjusted by the increase or decrease of the adjustment described in Subsection IV.5.B below. In no event shall the Based Fees paid to the Franchisee be less than the fees set forth in Exhibit B (Minimum Fees), attached hereto and incorporated herein.
- B. Base Fees may be increased or decreased by multiplying the Base Fees by one hundred percent (100%) of the Annual Percent Change in the PPI. Refer to Exhibit C (Adjustments to Base Fees) for an example, attached hereto and incorporated herein.
- C. Annual Percentage Change and Adjustments to Base Fees shall be determined, considered, and final no later than May 15 of each year.
- D. The PPI index used for adjustments to Base Fees shall be considered interim/preliminary until or unless they are revised by the Bureau of Labor Statistics.

The interim/preliminary indices shall be considered final indices for the purpose of annual adjustments to Base Fees, and the Parties shall not pursue any further adjustments to Base Fees based on any revision of interim/preliminary indices.

- E. If the percentage change in the PPI exceeds four and six-tenths percent (4.6%) in any year, Franchisee may request, prior to the start of the Renewal Term for the next year, additional adjustments to Base Fees for the collection of Solid Waste, Yard Waste, and Recyclable Materials. Such request shall be submitted in writing at least ninety (90) days prior to the Agreement anniversary date, and all negotiations shall proceed in the manner specified within Section X.6 (Amendments) of this Agreement. Any request for additional Adjustments to Base Fees submitted after the ninety (90)-day period shall not be recognized.
- F. Notwithstanding any other provision of this Section IV.5, Franchisee may request an increase in Base Fees and other services under this Agreement for reasonable, actual increased costs resulting from: (1) an Event of Force Majeure; or (2) changes in government, health district/department, or other agency laws, taxes, fees, or surcharges that are assessed upon, or increase the costs of, Franchisee for its operations and services under this Agreement, and which occur after the Effective Date of this Agreement. Upon delivery by Franchisee of documentation verifying Franchisee's actual increased costs arising from such event, City and Franchisee shall discuss potential adjustment to the Base Fees to cover such increased costs. Such increased costs shall include solid waste utility taxes, gross receipt taxes, increased operating costs arising from such event, and other taxes, fees, surcharges, or impositions relating to operations or services under this Agreement or Solid Waste, Yard Waste, or Recyclable Materials collection, hauling, processing, handling, tipping, or disposal. Such increased costs shall not include real estate taxes, *ad valorem* taxes, telecommunication taxes, water or sewer connection fees or user fees, stormwater drainage system services user fees, sales tax, net income tax, host fees, other utility taxes, or any other similar fee, tax, surcharge, or assessment. Any adjustment to the Base Fees shall be made in accordance with Section X.6 (Amendments) of this Agreement.

SECTION 4: Article V, Section V.15 of the Franchise Agreement is hereby deleted in its entirety and replaced as follows:

Section V.15. Local Office

Franchisee shall provide a full-time supervisor and an office in the City of Lewiston upon commencement of this Agreement and shall maintain a telephone therein. This section shall be in affect at the start of any container or cart distribution. Franchisee's local telephone number shall be listed in the local telephone directory under Franchisee's name. Business hours for the office shall be, at a minimum, between 7:00 a.m. and 4:00 p.m. of each working day except Saturday and Sunday. A full-time employee or agent for Franchisee shall be stationed at said office during all working hours to assist the public with all inquiries and for the receipt of complaints with support from a secondary call center to create redundancy for the purpose of uninterrupted access to customer service during extraordinary circumstances.

In the event that Franchisee finds property outside of City's limits on which Franchisee would like to relocate its local office, a request by Franchisee to relocate within the local area shall not be unreasonably withheld.

SECTION 5: Article VI, Section VI.7.C.ii is hereby amended as follows:

Section VI.7. Solid Waste Commercial Service

...

C. Roll-off Container Service

...

- ii. Drop box/roll-off containers as herein specified shall have, as a minimum, screened type lids. The use of tarps to prevent littering during transport shall be required if for any reason Franchisee has to transport drop box/roll-off containers that are open top or have missing or damaged lids.

...

SECTION 6: Article VI, Section VI.8.G.i is hereby amended as follows:

Section VI.8. Solid Waste Residential Service

G. Additional Service Residential

- i. All Refuse shall be placed in the cart compatible with the Franchisee's equipment (plastic cans) except as provided for the collection of additional garbage units. Franchisee shall collect additional garbage units at the rate provided in the Franchisee rate schedule. Franchisee shall be notified by the Resident or Owner a minimum of one (1) day prior to service day to collect a specified number of garbage units in addition to the mobile cart. Failure to notify Franchisee one (1) day prior to service day shall result in non-collection of material outside the mobile cart.

...

SECTION 7: Article VII, Section VII.1.D.ii. is hereby deleted in its entirety and replaced as follows:

Section VII.1. Collection Requirements

...

D. Approved Receptacles

Approved receptacles for Yard Waste collection shall include the following:

...

ii. Bags

- (a) Disposable (non-returnable) paper bags, which shall be fifty (50) pounds wet strength Kraft paper that is compostable and not less than twenty (20) gallons or more than thirty-two (32) gallons.
- (b) Gross weight of the bag and contents shall not exceed thirty-five (35) pounds.

SECTION 8: Article VIII, Section VIII.4 is hereby deleted in its entirety and replaced as follows:

Section VIII.4. Frequency of Collection

Recyclable Materials shall be collected every other week, on the same day as Solid Waste/Yard Waste collection.

SECTION 9: Exhibit A to the Franchise Agreement is hereby deleted in its entirety and replaced with a new Exhibit A, attached hereto and incorporated herein. All references in the Franchise Agreement to “Exhibit A” shall be deemed to refer to the new Exhibit A attached to this Amendment.

SECTION 10: Exhibit B to the Franchise Agreement is hereby deleted in its entirety and replaced with a new Exhibit B, attached hereto and incorporated herein. All references in the Franchise Agreement to “Exhibit B” shall be deemed to refer to the new Exhibit B attached to this Amendment.

SECTION 11: Exhibit C to the Franchise Agreement is hereby deleted in its entirety and replaced with a new Exhibit C, attached hereto and incorporated herein. All references in the Franchise Agreement to “Exhibit C” shall be deemed to refer to the new Exhibit C attached to this Amendment.

SECTION 12: Exhibit D to the Franchise Agreement is hereby deleted in its entirety and reserved for future use. All references in the Franchise Agreement to “Exhibit D” shall be null and void.

SECTION 13: All other provisions of the Franchise Agreement shall remain in full force and effect. In the event of any conflict, inconsistency, or ambiguity between the terms of this Amendment and the terms of the Franchise Agreement, the terms of this Amendment shall govern and control with respect to the subject matter hereof.

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

DATED this _____ day of _____ 2026.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

Tanya M. Brocke, City Clerk

DATED this _____ day of _____ 2026.

SANITARY DISPOSAL, INC.

Marc Torre, President

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____ 2026, before me, a Notary Public, personally appeared Marc Torre, known or identified to me as the President of Sanitary Disposal, Inc., and stated he has the authority to execute this instrument on behalf of Sanitary Disposal, Inc., and did execute this instrument on behalf of Sanitary Disposal, Inc.

Notary Public for Washington
Commission Expires: _____

EXHIBIT A

BASE FEES¹

A. MONTHLY PAYMENT FOR RESIDENTIAL ACCOUNTS

1. Residential Solid Waste Accounts

Size	Rent per Cart	Rate per Cart
90-96 gallon	\$0.41	\$6.27
Minimum monthly rate	\$6.68	
60-65 gallon	\$0.82	\$6.27
Minimum monthly rate	\$7.09	
30-35 gallon	\$0.60	\$6.27
Minimum monthly rate	\$6.87	

2. Residential Yard Waste Accounts

Size	Rent per Cart	Rate per Cart
96 gallon	\$0.40	\$5.71
Minimum monthly rate	\$6.11	
Each additional 96 gallon	\$0.40	\$1.61
Minimum monthly rate	\$2.01	
Additional Collections		\$0.22

3. MONTHLY FRANCHISEE PAYMENT FOR EVERY OTHER WEEK
RECYCLING SERVICE (Once every 2 weeks)

Size	Rent Per Cart	Rate Per Customer Per Month
90-96 Gallon cart	\$ 0.41	\$4.91
Minimum monthly rate	\$ 5.32	

¹ Except as otherwise indicated herein, upon approval of this Amendment, and annually thereafter, the fees listed in Exhibit A shall be adjusted in accordance with Section 3. in this Amendment.

ADDITIONAL CART RATE 100% of Rate per Customer per month

REPLACEMENT COST OF 90-96 GALLON CART \$129.19 per cart

B. ADDITIONAL SERVICE RESIDENTIAL

Garbage Unit	\$2.83 per unit
Purchase/Replacement Cost of Mobile Cart (all sizes)	\$129.19 per cart
Change in Cart Size – 2 nd Request	\$24.79
Delinquent Cart Returns	\$24.79

C. MONTHLY FRANCHISEE PAYMENT FOR COMMERCIAL ACCOUNTS USING STANDARD COMMERCIAL CONTAINERS

Size	Rent Per Month	Rate Per Month Based on Number of Pickups per Week					
		1	2	3	4	5	6
1 yard	\$12.62	\$38.63	\$77.25	\$115.85	\$173.79	\$231.73	\$299.54
2 yard	\$18.37	\$57.46	\$114.92	\$172.38	\$258.56	\$344.75	\$445.54
3 yard	\$20.73	\$79.60	\$159.19	\$238.78	\$359.83	\$477.57	\$616.98
4 yard	\$25.44	\$97.02	\$194.05	\$291.06	\$436.59	\$582.13	\$753.57
6 yard	\$28.25	\$135.64	\$271.29	\$406.92	\$610.37	\$813.86	\$1,051.21
8 yard	\$40.03	\$219.48	\$438.95	\$658.41	\$987.64	\$1,316.85	\$1,701.16

D. MONTHLY PAYMENT FOR COMMERCIAL ACCOUNTS USING MOBILE CART SERVICE

Size	Rent per Cart	Rate per Cart
90-96 gallon	\$0.41	\$6.27
Minimum monthly rate	\$6.68	
60-65 gallon	\$0.82	\$6.27
Minimum monthly rate	\$7.09	
30-35 gallon	\$0.60	\$6.27
Minimum monthly rate	\$6.87	
Yard waste	\$0.00	\$ 15.52

E. ADDITIONAL SERVICE COMMERCIAL

Loose/Bulky	\$17.43 per cubic yard
Garbage Unit	\$4.24 per unit

F. DROP BOX/ROLL-OFF CONTAINERS²

Size	Monthly Rental Rate	Fee per Haul
10 cubic yard	\$174.92	\$112.04
20 cubic yard	\$174.92	\$112.04
30 cubic yard	\$219.18	\$129.46

G. DROP BOX/ROLL-OFF CONSTRUCTION CONTAINERS²

1. Disposal at permitted inert landfill in Nez Perce County

Size	Daily Rental Rate	Fee per Haul
10 cubic yard	\$11.81	\$167.21
20 cubic yard	\$13.75	\$185.77
30 cubic yard	\$15.70	\$204.35

2. Disposal of City transfer station roll-offs at permitted landfill in Nez Perce County:

Size	Fee per Haul
10 cubic yard	\$116.17
20 cubic yard	\$116.17
30 cubic yard	\$116.17
40 cubic yard	\$116.17

H. ROLL-OFF COMPACTOR CONTAINERS (CUSTOMER PROVIDED)

Size	Fee per Haul
4 cubic yard	\$388.07
10 cubic yard	\$176.45
15 cubic yard	\$176.45
20 cubic yard	\$176.45
25 cubic yard	\$176.45
30 cubic yard	\$239.88
40 cubic yard	\$284.51

² Collection Requirements: All roll-off containers, construction boxes, and compactor containers are on call with twenty-four (24) hour notification required.

I. ADDITIONAL SERVICE AND INFORMATION FOR ROLL-OFF CONTAINERS

1. Four (4) cubic yard roll-off compactor containers shall be picked up on a weekly basis.
2. When Franchisee must disconnect and/or reconnect a compaction container or prepare an open drop box roll-off container for pickup, City shall pay Franchisee an additional fee of \$56.61.
3. Where the contents of compaction containers or open drop box containers cannot be dumped and require physical removal, City shall pay Franchisee an additional clean out charge of \$103.71 per hour or a pro-rated portion thereof. Charges for time expended by Franchisee shall be verified and approved by the Public Works Director or his or her designated agents before such charge is made.

J. HAULING SOLID WASTE TO THE ASOTIN COUNTY REGIONAL LANDFILL WHEN TRANSFER STATION NOT OPERATIONAL

Size	Fee per Haul
Packer Vehicle	\$216.64
Drop Box/Roll-off	\$141.29
Roll-off Compaction	\$169.54

K. SOLID WASTE HAULING SERVICES FROM THE LEWISTON TRANSFER STATION, 1031 WILD DOVE WAY, LEWISTON, IDAHO, TO THE ASOTIN COUNTY REGIONAL LANDFILL, 2901 6TH AVENUE, CLARKSTON, WA

Price per Ton	\$14.07
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EXHIBIT B

MINIMUM FEES

A. MINIMUM MONTHLY PAYMENT FOR RESIDENTIAL ACCOUNTS

1. Residential Solid Waste Accounts

Size	Rent per Cart	Rate per Cart
90-96 gallon	\$0.35	\$5.29
Minimum monthly rate	\$5.64	
60-65 gallon	\$0.69	\$5.29
Minimum monthly rate	\$5.98	
30-35 gallon	\$0.51	\$5.29
Minimum monthly rate	\$5.80	

2. Residential Yard Waste Accounts

Size	Rent per Cart	Rate per Cart
96 gallon	\$0.34	\$4.82
Minimum monthly rate	\$5.16	
Each additional 96 gallon	\$0.34	\$1.36
Minimum monthly rate	\$1.70	
Additional Collections		\$0.22

3. MINIMUM MONTHLY FRANCHISEE PAYMENT FOR EVERY OTHER WEEK RECYCLING SERVICE (Once every 2 weeks)

Size	Rent Per Cart	Rate Per Customer Per Month
90-96 Gallon cart	\$ 0.35	\$4.14
Minimum monthly rate	\$ 4.49	

ADDITIONAL CART RATE 100% of Rate per Customer per month

REPLACEMENT COST OF 90-96 GALLON CART \$109.02 per cart

B. ADDITIONAL SERVICE RESIDENTIAL

Garbage Unit	\$2.39 per unit
Purchase/Replacement Cost of Mobile Cart (all sizes)	\$109.02 per cart
Change in Cart Size – 2 nd Request	\$20.92
Delinquent Cart Returns	\$20.92

C. MINIMUM MONTHLY FRANCHISEE PAYMENT FOR COMMERCIAL ACCOUNTS USING STANDARD COMMERCIAL CONTAINERS

Size	Rent Per Month	Rate Per Month Based on Number of Pickups per Week					
		1	2	3	4	5	6
1 yard	\$10.65	\$32.60	\$65.19	\$97.76	\$146.66	\$195.55	\$252.78
2 yard	\$15.50	\$48.49	\$96.98	\$145.47	\$218.19	\$290.93	\$375.98
3 yard	\$17.49	\$67.17	\$134.34	\$201.50	\$303.66	\$403.01	\$520.65
4 yard	\$21.47	\$81.88	\$163.75	\$245.62	\$368.43	\$491.25	\$635.92
6 yard	\$23.84	\$114.46	\$228.94	\$343.39	\$515.08	\$686.80	\$887.10
8 yard	\$33.78	\$185.22	\$370.42	\$555.62	\$833.45	\$1,111.27	\$1,435.58

D. MINIMUM MONTHLY PAYMENT FOR COMMERCIAL ACCOUNTS USING MOBILE CART SERVICE

Size	Rent per Cart	Rate per Cart
90-96 gallon	\$0.35	\$5.29
Minimum monthly rate	\$5.64	
60-65 gallon	\$0.69	\$5.29
Minimum monthly rate	\$5.98	
30-35 gallon	\$0.51	\$5.29
Minimum monthly rate	\$5.80	
Yard waste	\$0.00	\$ 13.10

E. ADDITIONAL SERVICE COMMERCIAL – MINIMUM FEES

Loose/Bulky	\$14.71 per cubic yard
Garbage Unit	\$3.58 per unit

F. DROP BOX/ROLL-OFF CONTAINERS – MINIMUM FEES

Size	Monthly Rental Rate	Fee per Haul
10 cubic yard	\$147.61	\$94.55
20 cubic yard	\$147.61	\$94.55
30 cubic yard	\$184.96	\$109.25

G. DROP BOX/ROLL-OFF CONSTRUCTION CONTAINERS – MINIMUM FEES

1. Disposal at permitted inert landfill in Nez Perce County

Size	Daily Rental Rate	Fee per Haul
10 cubic yard	\$9.97	\$141.11
20 cubic yard	\$11.60	\$156.77
30 cubic yard	\$13.25	\$172.45

2. Disposal of City transfer station roll-offs at permitted landfill in Nez Perce County:

Size	Fee per Haul
10 cubic yard	\$98.03
20 cubic yard	\$98.03
30 cubic yard	\$98.03
40 cubic yard	\$98.03

H. ROLL-OFF COMPACTOR CONTAINERS (CUSTOMER PROVIDED) – MINIMUM FEES

Size	Fee per Haul
4 cubic yard	\$327.48
10 cubic yard	\$148.90
15 cubic yard	\$148.90
20 cubic yard	\$148.90
25 cubic yard	\$148.90
30 cubic yard	\$202.43
40 cubic yard	\$240.09

I. ADDITIONAL SERVICE AND INFORMATION FOR ROLL-OFF CONTAINERS – MINIMUM FEES

1. Four (4) cubic yard roll-off compactor containers shall be picked up on a weekly basis.
2. When Franchisee must disconnect and/or reconnect a compaction container or prepare an open drop box roll-off container for pickup, City shall pay Franchisee an additional fee of \$47.78.
3. Where the contents of compaction containers or open drop box containers cannot be dumped and require physical removal, City shall pay Franchisee an additional clean out charge of \$87.52 per hour or a pro-rated portion thereof. Charges for time expended by Franchisee shall be verified and approved by the Public Works Director or his or her designated agents before such charge is made.

J. HAULING SOLID WASTE TO THE ASOTIN COUNTY REGIONAL LANDFILL WHEN TRANSFER STATION NOT OPERATIONAL – MINIMUM FEES

Size	Fee per Haul
Packer Vehicle	\$182.82
Drop Box/Roll-off	\$119.23
Roll-off Compaction	\$143.07

K. SOLID WASTE HAULING SERVICES FROM THE LEWISTON TRANSFER STATION, 1031 WILD DOVE WAY, LEWISTON, IDAHO, TO THE ASOTIN COUNTY REGIONAL LANDFILL, 2901 6TH AVENUE, CLARKSTON, WA – MINIMUM FEE

Price per Ton	\$11.87
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EXHIBIT C

ANNUAL PERCENT CHANGE EXAMPLE FOR ADJUSTMENTS TO BASE FEES

Numbers shown are for informational purposes only. Calculate the 12-month average of **Index Year One** (May 2023 to April 2024) to obtain the Annual Index Value Year One. Calculate the 12-month average of **Index Year Two** (May 2024 to April 2025) to obtain the Annual Index Value Year Two.

Series Id:	PCU562111562111											
Series Title:	PPI industry data for Solid waste collection, not seasonally adjusted											
Industry:	Solid waste collection											
Product:	Solid waste collection											
Base Date:	200312											
Years:	2023 to 2025											
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2023	173.971	177.654	181.089	183.017	182.853	182.308	182.349	184.472	185.960	186.003	186.818	139.150
2024	185.407	184.497	188.595	190.737	193.286	192.404	191.779	191.398	193.904	194.141	196.721	141.280
2025	194.671	196.715	202.179	201.201								

Subtract Annual Index Value Year One (185.422) from Annual Index Value Year Two (195.238) to calculate the PPI increase (9.185).

A)	Average Solid waste collection PPI as of April, Annual Index Value Year Two	195.238
B)	Average Solid waste collection PPI as of April, Annual Index Value Year One	185.422
C)	Annual Index Value Change (A - B)	9.815
D)	Annual Percentage Change (C / B)	5.294%
E)	Franchisee PPI Price Adjustment (100% of line D)	5.294%

To determine the allowable percentage of unit price adjustment:

Divide the PPI Increase (9.185) by Annual Index Value Year One (185.422) to calculate the allowable percentage of unit price adjustment amount. In this case, this amount would be 5.294%

F)	Franchisee per Exhibit A (Base Fees)	\$5.00
G)	Franchisee PPI Price Adjustment	5.294%
H)	Rate Increase (Decrease) (F * G)	\$0.26
New Franchisee Price – New Franchisee Rate Schedules		\$5.26



Fwd: Sunshine Disposal - Lewiston Franchise agreement amendment

1 message

Dustin Johnson <djohnson@cityoflewiston.org>

Fri, Jan 16, 2026 at 2:16 PM

To: Lauren Grijalva <lgrijalva@cityoflewiston.org>, Haley Kelley <hkelly@cityoflewiston.org>

----- Forwarded message -----

From: **Brian Coddington** <BrianC@sunshinedisposal.com>

Date: Fri, Jan 16, 2026 at 2:13 PM

Subject: RE: Sunshine Disposal - Lewiston Franchise agreement amendment

To: Dustin Johnson <djohnson@cityoflewiston.org>

Dustin,

Here's the one-pager we'd like to include in the packet. Thanks for the opportunity. Let me know if you have any questions.

Brian

A request for critical adjustments

Sunshine Disposal & Recycling, through conversation with the City Council and City staff over the past several months, is requesting adjustments to the franchise agreement with the City to continue providing outstanding solid waste services to its residents.

A decades-long partnership

Sunshine has provided garbage services to the residents of Lewiston on behalf of the City for more than five decades. In recent years, Sunshine worked alongside the City to pivot from a contractual relationship to a franchise agreement due to changes in legal precedent. Through that nearly year-long process, Sunshine helped the City evaluate different hauling and recycling options and costs, transfer station operational alternatives, and billing approaches to keep service standards high and costs affordable to customers.

Unforeseen changes in circumstances

That conversation resulted from significant and unforeseen changes in circumstances, similar to the global health event that fundamentally changed the marketplace for everyone.

Sunshine was hopeful the adjustments would be a blip that saw an eventual return to previous levels. However, as the City experienced with its operations, labor, equipment, and fuel costs increased rapidly and reset at a much higher floor over the past three-plus years. Annual inflation really took off in 2022 and 2023 before moving toward more historic 30-year average levels in the past year. The supply chain is still recovering, and the continued scarcity of equipment and parts drove costs higher.

As a result, collection rates fell significantly behind the actual costs of doing business in each of the past three full years and continues to lag, bringing Sunshine to respectfully request to revisit the terms of the franchise agreement to provide some relief.

Maintaining predictability for the ratepayer

For those reasons, Sunshine is requesting to change the annual rate adjustment calculation to 100% of the Solid Waste Collection Producer Price Index on the non-fuel portion of the calculation; a one-time adjustment to the rate of 18.5% this year; and other administrative items of mutual interest to the City, its residents, and Sunshine. The request is made under Section IV.5.F, an increase in Base Fees for collection of Solid Waste, Yard Waste, and Recyclable Materials and other services under this Agreement for reasonable, actual increased costs resulting from: (1) An Event of Force Majeure defined in the contract as an event beyond the reasonable control of a Party (in this case disease) and not attributable to such Party's neglect or nonfeasance.

The proposed CPI calculation is consistent with the City's current composting contract, and the rate request compares closely with recent adjustments in other communities in northern Idaho, including Nez Perce County, and eastern Washington.

Memo

To: Mayor Johnson
Lewiston City Council

From: Dustin Johnson, PE, Public Works Director

Copy: Lauren Wilson, Public Works Financial Functions Coordinator
Haley Kelley, Public Works Specialist

Date: January 16, 2026

Subject: **Ordinance 4956 - Sunshine Disposal & Recycling Franchise Agreement Amendment**

Amendment Overview/History

At the June 2nd, 2025 City Council Work Session City staff presented to City Council a possible amendment to the Franchise Agreement with Sunshine Disposal & Recycling, Inc (SDI). SDI representatives were present to outline why they were requesting these amendments. The City Council instructed staff to proceed ahead with negotiating amendments and to bring them back for their consideration at a future date. The Amendment implements several changes to the “Franchise Agreement for Collection, Hauling and Tipping of Residential and Commercial Solid Waste, Yard Waste, and Recyclable Materials.” Ordinance 4956 represents the terms that have been negotiated between SDI and city staff.

Some key changes to the agreement include:

- A one-time rate increase of 18.5% to the “Minimum Fees” as contained in Exhibit B.
- Amending the annual rate adjustment indexes and language. These adjustments to the Base Fees would begin 10/1/26.
- Updating the requirement for a local office.
- Clarifying language regarding the necessary roll-off containers as well as residential totes.
- Clarifying language regarding yard waste disposal receptacles.

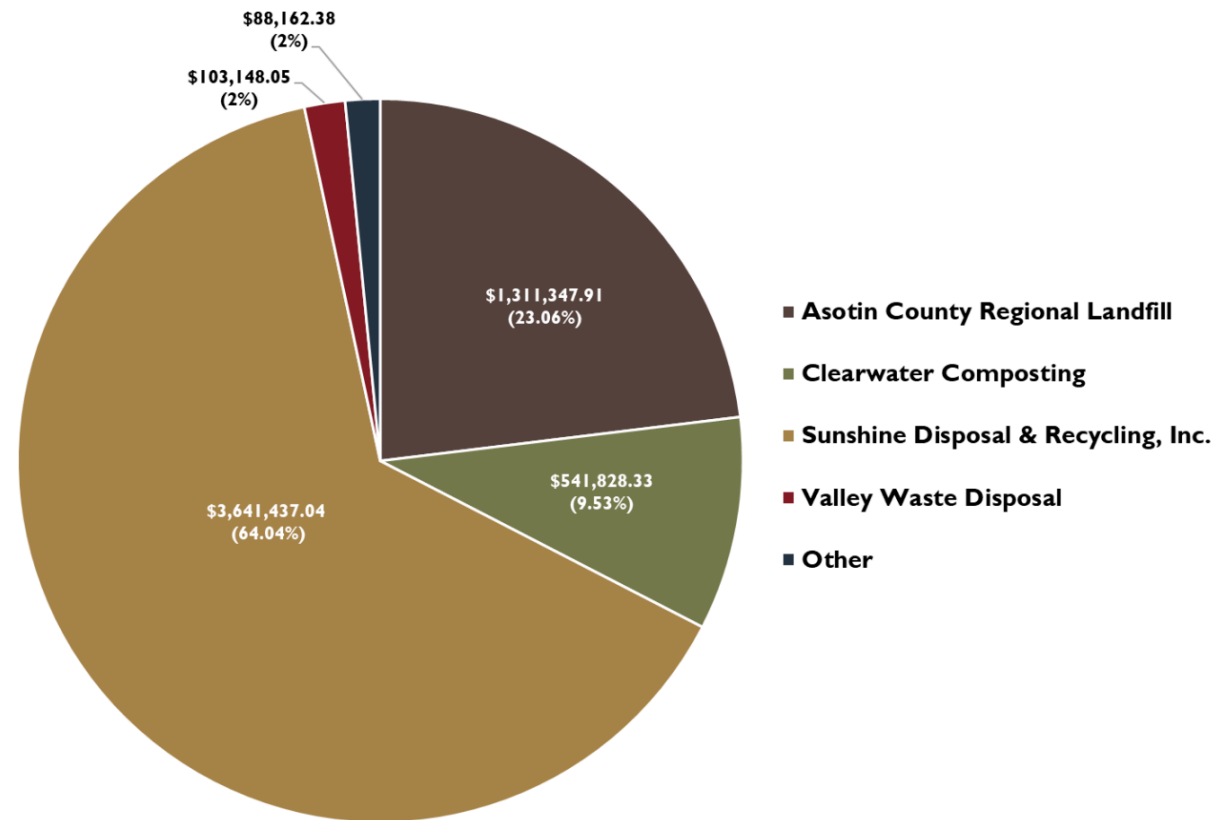
Ordinance 4956 was introduced to the City Council at their January 12th, 2026 meeting. The Ordinance has been published in the Tribune, copies have been made available at City Hall, and has been posted on the City’s website for public view for 30 days. The Ordinance will be read and considered at following City Council meetings:

- January 26, 2026 - First Reading.
- February 9, 2026 - Second Reading.
- February 23, 2026 - Third Reading and possible adoption.

Sanitation Utility - Contracted Services

The majority of the Sanitation Utility’s expenses are due to services provided by Asotin County Regional Landfill (“ACRL”), Clearwater Composting (“CC”), Sunshine Disposal & Recycling, Inc. (“SDI”), and Valley Waste Disposal (“VWD”). Each year, the City appropriates funds for these contracted services within the Sanitation Administration’s contracted services budget.

The historical expenses provided in this memo are from FY22 (October 2021 to September 2022) through FY25 (October 2024 to September 2025). The Sanitation Administration budget’s average cost for contracted services is approximately \$6,000,000 per year.



Asotin County Regional Landfill

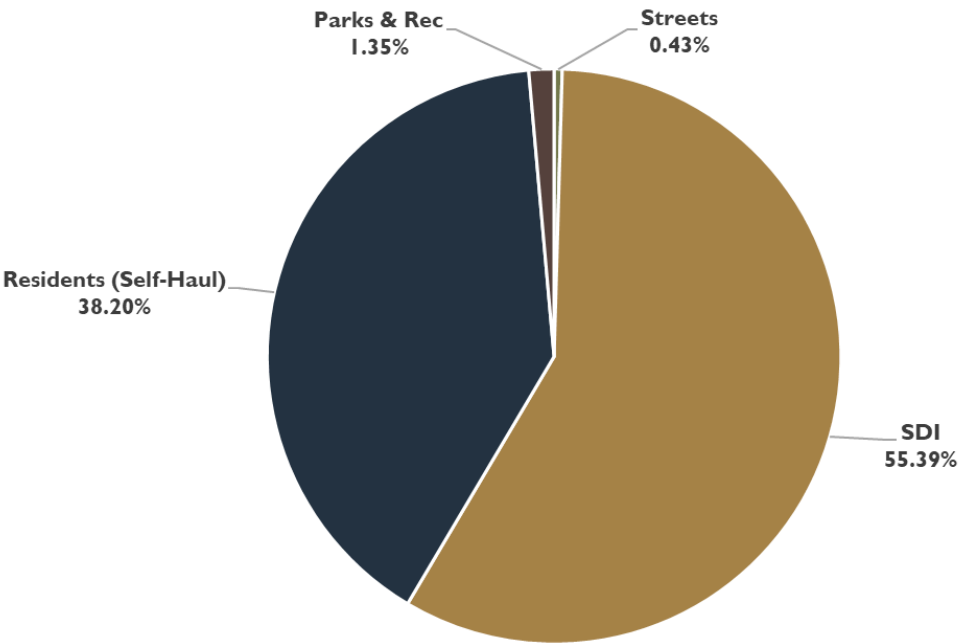
The garbage that Sunshine Disposal & Recycling, Inc. collects through the City of Lewiston is hauled to ACRL for disposal. The City’s average cost for ACRL’s services is approximately \$1,312,000 per year.

Clearwater Composting

CC accepts all clean yard waste including grass clippings, tree trimmings, Christmas trees, hay, straw, manure, and garden waste. The City’s average cost for CC’s services is approximately \$516,000 per year for the following:

City Contractor	Sunshine Disposal & Recycling, Inc. (SDI)	Transports the food waste, food-soiled paper, and yard debris collected from curbside yard waste carts.
Self-Haul	Street Maintenance Division	Transports vegetation (excluding leaf litter from fall cleanup) gathered from the public right-of-way including tree trimming from routine work and downed trees and/or branches.
	Parks & Recreation Department	Transports vegetation collected during routine maintenance which cannot be repurposed for mulch/bark to be used in the parks.
	Lewiston Residents ¹	Independently transports yard waste and, upon presenting their utility bill or tax assessment as verification of their residence, shall not be charged a self-haul or gate fee.

Among these services, the most expense can be attributed to the curbside yard waste collected by SDI



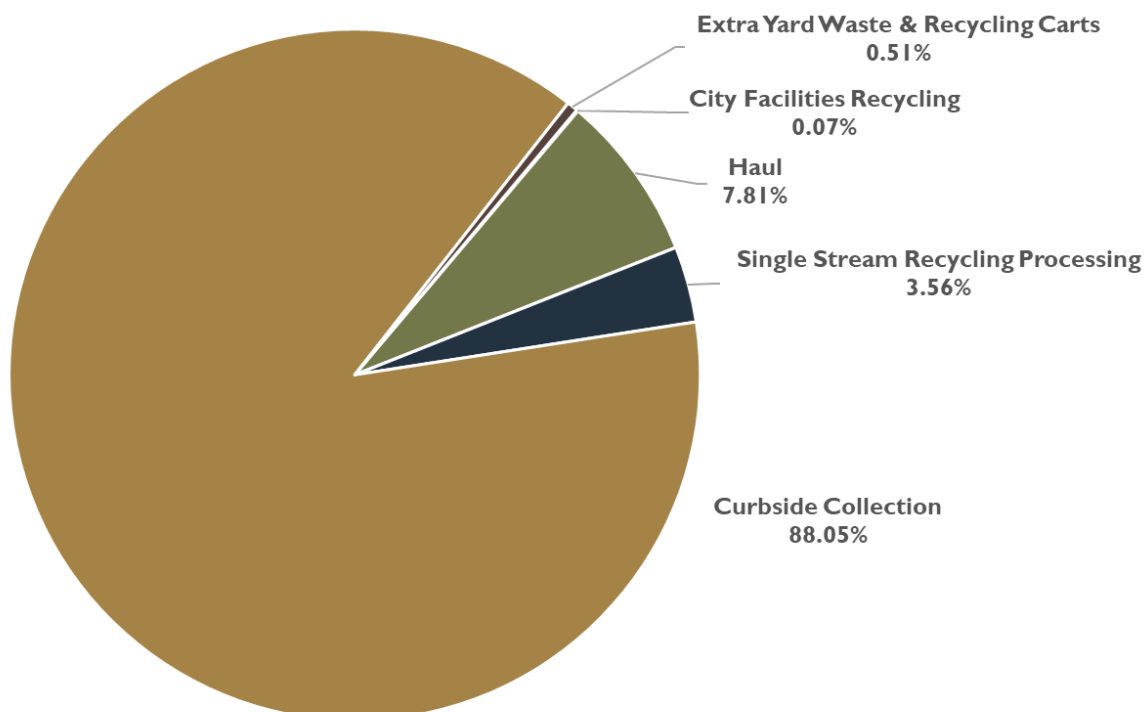
¹ Beginning in April 2021, CC began to bill the City for individual self-haul services for Lewiston Residents *and* Nez Perce County (NPC) Residents. The City currently pays the total monthly cost for services and includes the NPC Residents individual self-haul expense as a line item on the monthly shared solid waste services reimbursement request to NPC.

Sunshine Disposal & Recycling, Inc.

Each year, the Sanitation Utility budgets for garbage, recycling, and solid waste collection services with Sunshine Disposal & Recycling, Inc. ("SDI") within the Sanitation Administration Contracted Services budget. The City's average cost for SDI's services is approximately \$3.64 million per year for the following services:

City Facilities	Single Stream Recycling	Curbside collection for the Police Station, Community Center, City Hall, Wastewater Collections Shop, Service Center, Water Distribution Shop, Traffic Shop, and Fire Department (Station 1, Burrell, and Grelle).
	Cardboard Recycling	Curbside collection for the Wastewater Treatment Plant, Fire Station 1, and Airport.
Customers	Curbside Collection	Curbside collection of garbage, yard waste, and recycling from residential and commercial customers.
	Haul	Garbage that is hauled from the Transfer Station to the Asotin County Regional Landfill for disposal.
	Extra Yard Waste & Recycling Carts	Monthly reconciliation between SDI and Utility Billing to balance carts throughout the year.
	Single Stream Recycling Processing	Cost to process single stream recycling in lieu of sending it to the landfill.

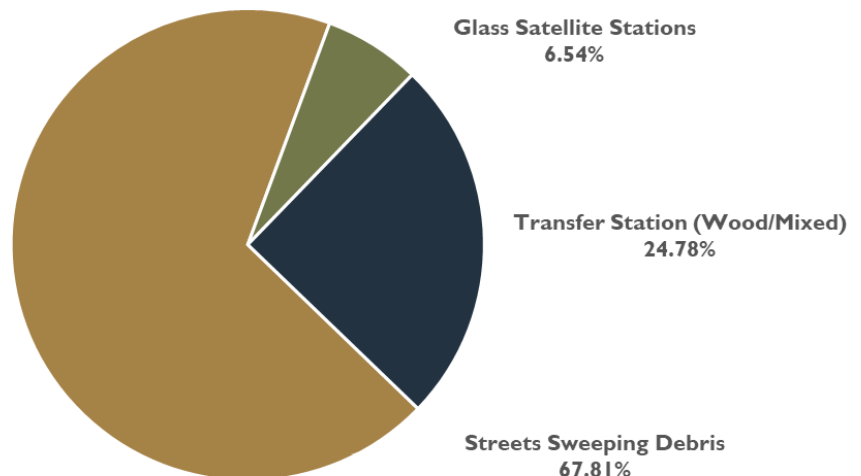
Among these services, the most expense can be attributed to curbside collection.



Valley Waste Disposal

VWD accepts all of the street sweeping debris collected by the Street Maintenance Division, glass satellite stations (Rosauers, Transfer Station, and A&B Foods), and wood/mixed debris collected at the Transfer Station. The City's average cost for VWD's services is approximately \$103,000 per year.

Among these services, the most tonnage and expense can be attributed to the debris collected by the Street Maintenance Division.



Budget Impact of Proposed Amendment

The FY 2026 Sanitation Budget considered the proposed amendment in its expenses, so no budget amendment will be necessary if the contract amendment is accepted. The 18.5% increase to SDI's rates equates to roughly \$500,000 in additional expenses. These expenses would be covered by the Sanitation Division's reserves. The current balance within the Sanitation Division's reserves is approximately \$6.3 Million. Looking forward into FY 2027 and beyond the follow operational and capital expenditures can be expected:

- Ordinance 4956 - SDI Franchise amendment.
- Asotin County Landfill renewed contract - Tipping fee expected to increase from \$49.73/ton to \$63.06/ton starting 1/1/27.
- Design and Contract administration for Transfer Station Floor - \$104,000.
- Reconstruction of Transfer Station access road and construction of Wild Dove Way cul-de-sac - Cost to be determined.
- Construction of Transfer Station Floor replacement - Cost to be determined.
- Valley Waste - Increased tipping fee.



Sunshine Disposal & Recycling

February 13, 2026

Mayor and City Council
City of Lewiston
PO Box 617
Lewiston, ID 83501

Mayor and Councilors,

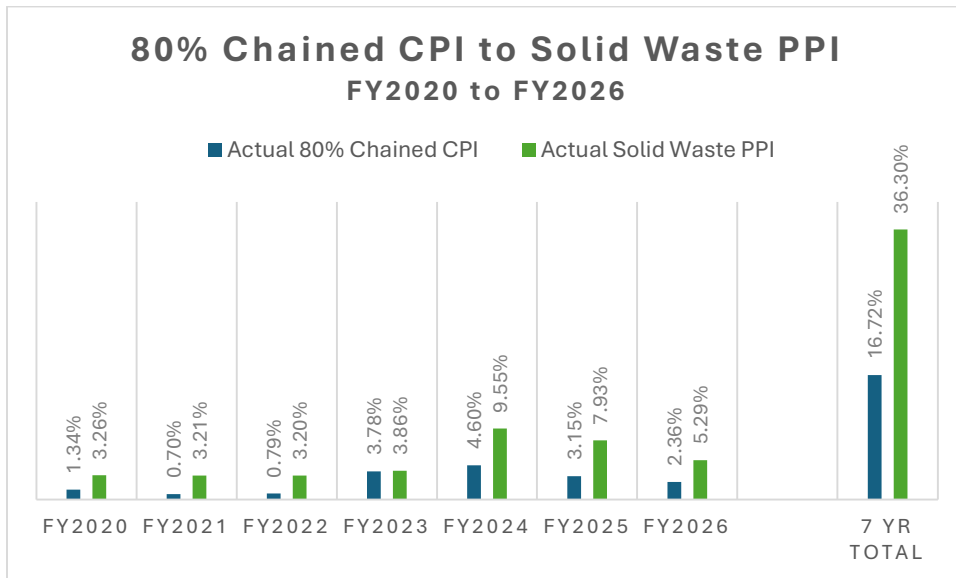
We appreciate the opportunity to provide you with additional information in support of our request for a one-time rate adjustment per the Force Majeure terms of the Franchise Agreement and other administrative amendments to the agreement. For clarity and context, the additional requested amendments are the result of a mutual desire with staff to address identified minor changes at the same time.

The requested rate adjustment is based on actual cost impacts we experienced and our recognition that everyone realized significant financial hardships as a result of the pandemic. We also understand our responsibility as a member of the community to share in those impacts, which factored in our conversations with City staff and our decision to request a one-time adjustment that is less than actual costs incurred. We had previously hoped that markets would normalize over time, but that has not been the case.

Economic markets adjusted to a new set point since the impact of the pandemic as demonstrated by the data in the charts below. The data we are sharing is a combination of industry-wide impacts (Figure 1) and our local experience (Figure 2) to give you context within which to evaluate our local efforts to mitigate impacts and our actual experience. We also included a comparison of the proposed adjustment to others in local communities (Figure 3) as further information.

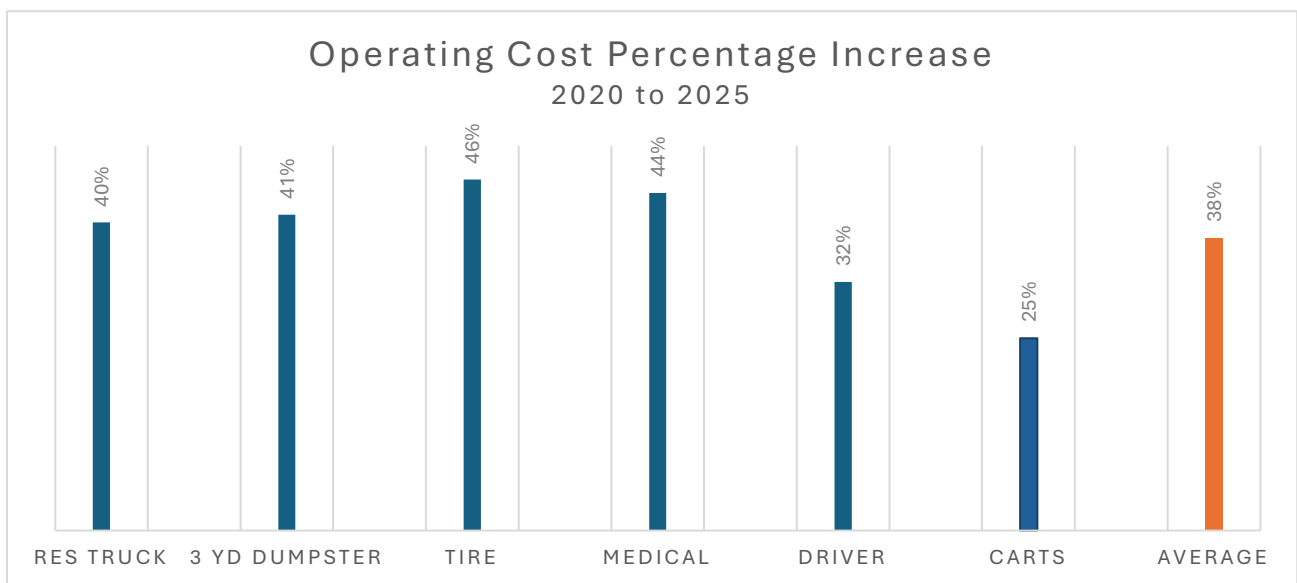
First, to put this conversation into the broadest context, the solid waste industry experienced a greater than 36% cost increase nationally as shown below. The difference between the broader Chained CPI calculation (the calculation of 80% of the Chained CPI has already been applied to historic realized adjustments) and the industry-specific PPI evaluation (proposed calculation) since the months prior to the pandemic was 19.58%.

Figure 1



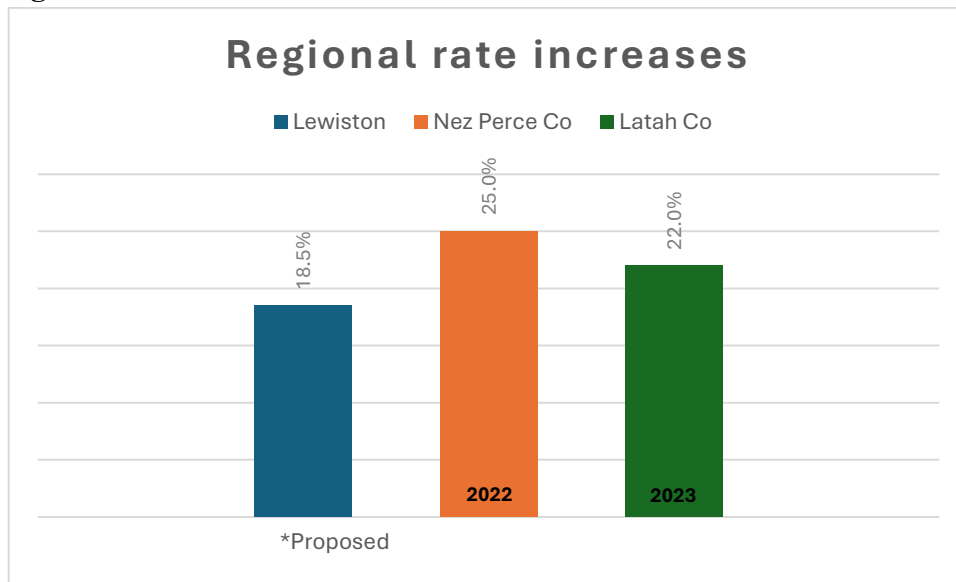
Locally, we made every effort to control costs on behalf of the ratepayer. That effort still resulted in operating costs increasing nearly 25% beyond the rate adjustments accounted for in the Chained CPI calculation. Some of the most impactful cost drivers, as shown in the data below, included both equipment and employee considerations.

Figure 2



Similar conversations in other local communities also resulted in one-time adjustments to keep up with the cost of service. Adjustments in two of those are highlighted below for comparison.

Figure 3



Our initial request to staff when we began discussing it nearly a year ago and memorialized in a letter to staff dated April 3, 2025, was for an adjustment this year of the regular CPI calculation of 4.6% *plus* a one-time addition of 18.5% to accommodate the Force Majeure impact. We formally made that request of the City Council during the work session on June 3, 2025, which resulted in the direction by the Council to staff to negotiate with us.

Following additional conversation and negotiations with staff over the summer and fall, we settled on the 18.5% total rate adjustment *inclusive* of the annual CPI calculation.

Our request of the Council is for an adjustment based upon impacts on the industry as a whole rather than individually as a company made with consideration to the community's economic experience during and following the pandemic. Moving forward, shifting to an index that more accurately reflects industry adjustments smooths out rate adjustments and helps mitigate the need for future, larger rate adjustments.

Thank you for your consideration. Please let us know if you have additional questions.

Sincerely,

Brian Coddington
Regional Manager