Lewiston City Council
REGULAR MEETING AGENDA
March 23, 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. **FINANCIAL REPORT:** Financial report for the period ending February 28, 2026, in accordance with Idaho Code 50-208 - No oral report (City Treasurer/Finance Director Aimee Gordon)

V. **PUBLIC HEARINGS AND RELATED ACTION ITEMS**

A. **PUBLIC HEARING ON ZONING AMENDMENT ZA-04-25, WIRELESS COMMUNICATION FACILITIES:** Accepting testimony on proposed amendments to Lewiston City Code Chapter 37, Zoning Code, Article XVII, regarding application procedures and review timelines, in accordance with House Bill No. 180 that amended Chapter 65, Title 67, of Idaho Code regarding telecommunication facilities and broadband infrastructure - Action Item (Assistant Planner Katie Hollingshead)

B. **FIRST READING OF ORDINANCE 4961:** Considering amending Lewiston City Code Chapter 37, Article XVII to revise terminology from "Wireless Communication Facilities" to "Telecommunications Facilities"; adding additional definitions to Lewiston City Code Section 37-216; and making other related amendments - Action Item (Assistant Planner Katie Hollingshead)

VI. **CONSENT AGENDA**

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

A. **CITY COUNCIL MINUTES:** Considering approval of the minutes of the following meetings:

3/2/2026 Work Session; and 3/9/2026 Regular - Action Item

B. **VOUCHER'S PAYABLE:** Considering approval of the Voucher's Payable dated 02/06/2026 - 02/19/2026 in the amount of $1,625,638.71 and 2/20/2026 - 03/05/2026 in the amount of $2,654,842.55 - Action Item

VII. ACTIVE AGENDA

A. ADVISORY BOARD AND COMMISSION APPOINTMENTS

1. **PUBLIC WORKS ADVISORY COMMISSION:** Considering reappointing Laura Wright to a three (3) year term beginning March 27, 2026 (end of her current term) - Action Item

B. **RESOLUTION 2026-11:** Considering approving a State of Idaho Department of Environmental Quality Emerging Contaminants Funding Offer, Acceptance Agreement for Wastewater Facilities Design and Construction for Loan Project No. WW2602EC - Action Item (Public Works Director Dustin Johnson)

C. **RESOLUTION 2026-12:** Considering authorizing the dedication of City owned property as public right-of-way, roadway, utility, and any other public purpose located near the north-west corner of 5th Street and Bryden Avenue - Action Item (Public Works Director Dustin Johnson)

D. **RESOLUTION 2026-14:** Considering authorizing the dedication of City owned property as public right-of-way, roadway, utility, and any other public purpose to connect Mayfair Drive and Preston Avenue - Action Item (Public Works Director Dustin Johnson)

E. **BID AWARD FOR IFB-26-012:** Considering awarding IFB-26-012, 2026 Street Preservation, Seal & Fog Coat Project to Poe's Asphalt Paving, Inc., in the amount of $1,037,213.95, and authorizing the Mayor to sign the Agreement - Action Item (Public Works Director Dustin Johnson)

F. **CHANGE ORDER NO. 7 FOR WASTEWATER IMPROVEMENT PROJECT WW060:** Considering approving Change Order No. 7 for the Wastewater Improvement Project WW060, with Titan Technologies, Inc., in the amount of $320,700, and authorizing the Mayor to sign the Change Order - Action Item (Public Works Director Dustin Johnson)

G. ORDINANCES

1. FIRST READING

a. **ORDINANCE 4958:** Considering amending Lewiston City Code Section 21-2 related to the definitions of vendors; Lewiston City Code Sections 21-66 and 21-69 related to the regulation of temporary vendors; Lewiston City Code Section 21-73 and Chapter 21, Article XI related to the regulation of mobile vendors; and amending Lewiston City Code Section 31-74 relating to temporary uses of the right-of-way by mobile vendors - Action Item (City Planner Joel Plaskon)

VIII. ITEMS MOVED FROM THE CONSENT AGENDA - Action Item

IX. UNFINISHED AND NEW BUSINESS

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

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

C. **MAYOR COMMENTS**

D. **AGENDA TOPICS:** - Action Item

X. **ADJOURNMENT** - Action Item

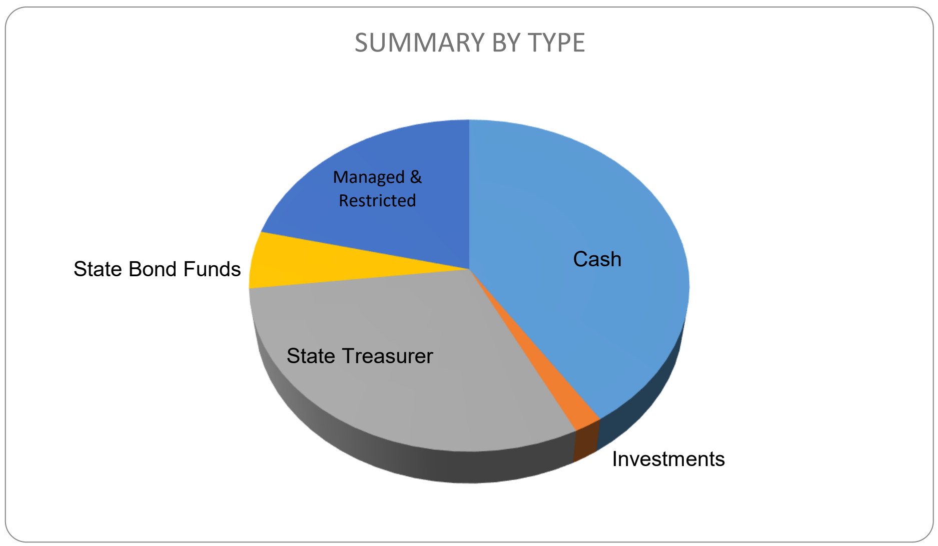
The City of Lewiston is committed to providing access and reasonable accommodation in its services, programs, and activities and encourages qualified persons with disabilities to participate. If you anticipate needing any type of accommodation or have questions about the physical access provided at this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

FUND	BANK	CASH IN BANK	MM & CD INVESTMENTS	STATE TREASURER'S POOL	DIVERSIFIED BOND FUNDS	OTHER	TOTAL
GENERAL	WELLS FARGO	$ 8,018,730	$ -	$ -	$ -	$ 616,685	$ 8,635,415
	LCCU	-	-	-	-	5	5
	P1FCU	-	251,450	-	-	41	251,491
	ICCU	-	-	-	-	25	25
	FNWCU	-	250,000	-	-	5	250,005
	STATE TREASURER	-	-	4,104,327	3,676,751	-	7,781,077
	COLUMBIA	-	-	-	-	293,879	293,879
	ZIONS	-	276,071	-	-	147,843	423,914
	STCU	-	264,202	-	-	-	264,202
GENERAL FUND TOTAL		**$ 8,018,730**	**$ 1,041,723**	**$ 4,104,327**	**$ 3,676,751**	**$ 1,058,484**	**$ 17,900,015**
CAPITAL	WELLS FARGO	5,913,377	-	-	-	-	5,913,377
	STATE TREASURER	-	-	5,383,896	-	-	5,383,896
CAPITAL FUND TOTAL		**$ 5,913,377**	**$ -**	**$ 5,383,896**	**$ -**	**$ -**	**$ 11,297,274**
WORKER'S COMP	WELLS FARGO	766,305	-	-	-	-	766,305
	GLACIER	-	-	-	-	286,741	286,741
	STATE TREASURER	-	-	383	1,755,980	-	1,756,363
WORKER'S COMP FUND TOTAL		**$ 766,305**	**$ -**	**$ 383**	**$ 1,755,980**	**$ 286,741**	**$ 2,809,409**
WATER	WELLS FARGO	8,105,804	-	-	-	995,719	9,101,523
	BANNER BANK	-	-	-	-	306,694	306,694
	STATE TREASURER	-	-	2,893,142	669	858,512	3,752,323
WATER FUND TOTAL		**$ 8,105,804**	**$ -**	**$ 2,893,142**	**$ 669**	**$ 2,160,925**	**$ 13,160,540**
WASTEWATER	WELLS FARGO	8,313,634	-	-	-	178,443	8,492,076
	BANNER BANK	-	-	-	-	1,720,659	1,720,659
	P1FCU	-	-	-	-	-	-
	ICCU	-	261,175	-	-	-	261,175
	STATE TREASURER	-	-	14,000,691	752,657	2,178,210	16,931,558
WASTEWATER FUND TOTAL		**$ 8,313,634**	**$ 261,175**	**$ 14,000,691**	**$ 752,657**	**$ 4,077,311**	**$ 27,405,467**
SANITATION	WELLS FARGO	3,721,307	-	-	-	-	3,721,307
	LCCU	-	271,306	-	-	-	271,306
	P1FCU	-	251,579	-	-	-	251,579
	STATE TREASURER	-	-	2,798,862	-	-	2,798,862
SANITATION FUND TOTAL		**$ 3,721,307**	**$ 522,885**	**$ 2,798,862**	**$ -**	**$ -**	**$ 7,043,053**
STORMWATER	WELLS FARGO	1,941,475	-	1,400,000	-	-	3,341,475
STORMWATER FUND TOTAL		**$ 1,941,475**	**$ -**	**$ 1,400,000**	**$ -**	**$ -**	**$ 3,341,475**

FUND	BANK	CASH IN BANK	MM & CD INVESTMENTS	STATE TREASURER'S POOL	DIVERSIFIED BOND FUNDS	OTHER	TOTAL
CEMETERY	WELLS FARGO	389,862	-	-	-	-	389,862
CEMETERY FUND TOTAL		**$ 389,862**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 389,862**
ECONOMIC DEVELOPMENT	WELLS FARGO	1,347,197	-	-	-	-	1,347,197
	STATE TREASURER	-	-	2,028,245	-	-	2,028,245
ECONOMIC DEVELOPMENT FUND TOTAL		**$ 1,347,197**	**$ -**	**$ 2,028,245**	**$ -**	**$ -**	**$ 3,375,442**
TRANSPORTATION	WELLS FARGO	1,853,071	-	-	-	-	1,853,071
	ZIONS	-	275,688	-	-	-	275,688
	STATE TREASURER	-	-	227,022	-	-	227,022
TRANSPORTATION FUND TOTAL		**$ 1,853,071**	**$ 275,688**	**$ 227,022**	**$ -**	**$ -**	**$ 2,355,781**
LIBRARY	WELLS FARGO	837,059	-	-	-	-	837,059
	STATE TREASURER	-	-	11,019	-	-	11,019
LIBRARY FUND TOTAL		**$ 837,059**	**$ -**	**$ 11,019**	**$ -**	**$ -**	**$ 848,078**
FLEET	WELLS FARGO	2,855,608	-	-	-	-	2,855,608
	STATE TREASURER	-	-	587,501	-	-	587,501
FLEET FUND TOTAL		**$ 2,855,608**	**$ -**	**$ 587,501**	**$ -**	**$ -**	**$ 3,443,109**
IT	WELLS FARGO	373,093	-	-	-	-	373,093
	STATE TREASURER	-	-	234,926	-	-	234,926
IT FUND TOTAL		**$ 373,093**	**$ -**	**$ 234,926**	**$ -**	**$ -**	**$ 608,019**
POLICE RETIREMENT	US BANK	-	-	-	-	14,657,281	14,657,281
POLICE RETIREMENT FUND TOTAL		**$ -**	**$ -**	**$ -**	**$ -**	**$ 14,657,281**	**$ 14,657,281**
PUBLIC TRANSIT	WELLS FARGO	600,486	-	-	-	-	600,486
PUBLIC TRANSIT FUND TOTAL		**$ 600,486**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 600,486**
PERPETUAL CARE	US BANK	-	-	-	-	1,235,524	1,235,524
PERPETUAL CARE FUND TOTAL		**$ -**	**$ -**	**$ -**	**$ -**	**$ 1,235,524**	**$ 1,235,524**
GRAND TOTALS		**$ 45,037,007**	**$ 2,101,470**	**$ 33,670,014**	**$ 6,186,056**	**$ 23,476,266**	**$ 110,470,814**

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	$ 45,037,007	$ -	$ -	$ -	$ 1,790,847	$ 46,827,854
	BANNER BANK	-	-	-	-	2,027,352	2,027,352
	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	-	-	33,670,014	6,186,056	3,036,722	42,892,793
	UMPQUA	-	-	-	-	293,879	293,879
	ZIONS	-	551,758	-	-	147,843	699,601
	US BANK	-	-	-	-	15,892,805	15,892,805
	TOTALS	**$ 45,037,007**	**$ 2,101,470**	**$ 33,670,014**	**$ 6,186,056**	**$ 23,476,266**	**$ 110,470,814**



CITY OF LEWISTON
MONTHLY FINANCIAL REPORT
For the Five Months Ended February 28, 2026

	MTD REVENUES	YTD REVENUES	BUDGET	% USED	MTD EXPENSES	YTD EXPENSES	BUDGET	% USED
GENERAL FUND								
UNDEFINED								
Grants	$ -	$ -	$ -	0.00%	$ -	$ -	$ -	
Intergovernmental	69,980	1,146,788	5,212,430	22.00%	-	-	-	
Licenses & Permits	491	2,124	6,700	31.70%	-	-	-	
Other	16,231	19,091	1,335,920	1.43%	-	-	-	
Property Tax	259,794	10,922,886	18,274,070	59.77%	-	-	-	
Service Charges	140,315	701,575	1,683,770	41.67%	-	-	-	
Interest	53,984	244,824	615,450	39.78%	-	-	-	
Total	$ 540,795	$ 13,037,288	$ 27,128,340	48.06%	$ -	$ -	$ -	
LEGISLATIVE								
Personnel Services	$ -	$ -	$ -		$ 14,992	$ 72,242	$ 178,770	40.41%
Supplies & Materials	-	-	-		47	229	1,100	20.82%
Services & Charges	-	-	-		32,958	298,459	623,110	47.90%
Capital	-	-	-		-	-	3,400	0.00%
Total	$ -	$ -	$ -		$ 47,997	$ 370,930	$ 806,380	46.00%
EXECUTIVE								
Personnel Services	$ -	$ -	$ -		$ 18,158	$ 89,611	$ 319,290	28.07%
Supplies & Materials	-	-	-		79	958	2,550	37.57%
Services & Charges	-	-	-		8,907	24,784	81,950	30.24%
Capital	-	-	-		167	167	2,500	6.67%
Total	$ -	$ -	$ -		$ 27,310	$ 115,520	$ 406,290	28.43%
HUMAN RESOURCES								
Personnel Services	$ -	$ -	$ -		$ 29,000	$ 134,228	$ 372,260	36.06%
Supplies & Materials	-	-	-		56	290	8,300	3.49%
Services & Charges	-	-	-		13,559	51,492	224,300	22.96%
Capital	-	-	-		-	-	1,600	0.00%
Total	$ -	$ -	$ -		$ 42,614	$ 186,009	$ 606,460	30.67%

	MTD REVENUES	YTD REVENUES	BUDGET	% USED	MTD EXPENSES	YTD EXPENSES	BUDGET	% USED
LEGAL								
Personnel Services	$ -	$ -	$ -		$ 21,209	$ 97,463	$ 505,990	19.26%
Supplies & Materials	-	-	-		72	192	3,440	5.57%
Services & Charges	-	-	-		27,484	154,234	309,300	49.87%
Capital	-	-	-		-	-	700	0.00%
Total	$ -	$ -	$ -		$ 48,764	$ 251,888	$ 819,430	30.74%
PARKS & FACILITIES								
Other	$ -	$ 610	$ 6,000	10.16%	$ -	$ -	$ -	
Service Charges	-	-	43,000	0.00%	-	-	-	
Personnel Services	-	-	-		148,706	595,018	1,860,570	31.98%
Supplies & Materials	-	-	-		9,499	50,180	258,870	19.38%
Services & Charges	-	-	-		95,778	521,998	1,368,540	38.14%
Capital	-	-	-		-	200	32,200	0.62%
Total	$ -	$ 610	$ 49,000	1.24%	$ 253,984	$ 1,167,396	$ 3,520,180	33.16%
POLICE								
Grants	$ -	$ -	$ 13,500	0.00%	$ -	$ -	$ -	
Other	3,295	22,730	59,500	38.20%	-	-	-	
Service Charges	(190)	115,745	259,700	44.57%	-	-	-	
Personnel Services	-	-	-		794,651	2,856,448	8,656,240	33.00%
Supplies & Materials	-	-	-		11,692	59,519	225,490	26.40%
Services & Charges	-	-	-		85,826	494,790	1,370,050	36.11%
Capital	-	-	-		2,473	32,926	136,670	24.09%
Total	$ 3,105	$ 138,475	$ 332,700	41.62%	$ 894,642	$ 3,443,683	$ 10,388,450	33.15%
FIRE								
Grants	$ -	$ -	$ 68,000	0.00%	$ -	$ -	$ -	
Intergovernmental	-	-	540,000	0.00%	-	-	-	
Licenses & Permits	5,140	11,432	26,000	43.97%	-	-	-	
Other	-	-	51,460	0.00%	-	-	-	
Service Charges	259,252	882,782	3,154,000	27.99%	-	-	-	
Personnel Services	-	-	-		970,518	3,398,021	8,999,890	37.76%
Supplies & Materials	-	-	-		24,831	179,839	350,200	51.35%
Services & Charges	-	-	-		128,973	672,902	1,545,610	43.54%
Capital	-	-	-		30,587	36,252	73,320	49.44%
Total	$ 264,392	$ 894,213	$ 3,839,460	23.29%	$ 1,154,909	$ 4,287,014	$ 10,969,020	39.08%

	MTD REVENUES	YTD REVENUES	BUDGET	% USED	MTD EXPENSES	YTD EXPENSES	BUDGET	% USED
COMMUNITY DEVELOPMENT								
Grants	$ -	$ -	$ -	0.00%	$ -	$ -	$ -	
Licenses & Permits	178,757	806,745	1,363,500	59.17%	-	-	-	
Other	-	-	5,000	0.00%				
Service Charges	-	-	2,400	0.00%	-	-	-	
Personnel Services	-	-	-		120,052	530,538	1,553,460	34.15%
Supplies & Materials	-	-	-		1,947	6,520	39,080	16.68%
Services & Charges	-	-	-		20,887	109,390	289,540	37.78%
Capital	-	-	-		-	-	19,700	0.00%
Total	$ 178,757	$ 806,745	$ 1,370,900	58.85%	$ 142,886	$ 646,447	$ 1,901,780	33.99%
RECREATION								
Intergovernmental	$ -	$ -	$ 7,000	0.00%	$ -	$ -	$ -	
Other	3,069	12,820	26,100	49.12%	-	-	-	
Service Charges	29,242	130,498	330,500	39.49%	-	-	-	
Interest	-	-	-	-	-	-	-	
Personnel Services	-	-	-		32,667	153,611	462,280	33.23%
Supplies & Materials	-	-	-		18,892	52,473	159,000	33.00%
Services & Charges	-	-	-		4,917	29,950	104,930	28.54%
Capital	-	-	-		-	-	6,500	0.00%
Total	$ 32,312	$ 143,318	$ 363,600	39.42%	$ 56,476	$ 236,034	$ 732,710	32.21%
FINANCE								
Service Charges	$ 16,050	$ 88,460	$ 240,000	36.86%	$ -	$ -	$ -	
Personnel Services	-	-	-		90,759	432,443	1,254,900	34.46%
Supplies & Materials	-	-	-		6,511	24,165	80,670	29.96%
Services & Charges	-	-	-		20,975	132,846	335,660	39.58%
Capital	-	-	-		-	-	2,350	0.00%
Total	16,050	88,460	240,000	36.86%	118,246	589,453	1,673,580	35.22%
CONTINGENCY								
Services & Charges			$ -		$ -	$ -	$ 80,700	0.00%
Total	$ -	$ -	$ -	0.00%	$ -	$ -	$ 80,700	0.00%
PROPERTY IMPROVEMENTS								
Other	$ -	$ -	$ 5,300,000	0.00%	$ -	$ -	$ -	
Capital					132,533	161,801	5,680,000	2.85%
Total	$ -	$ -	$ 5,300,000	0.00%	$ 132,533	$ 161,801	$ 5,680,000	2.85%

	MTD REVENUES	YTD REVENUES	BUDGET	% USED	MTD EXPENSES	YTD EXPENSES	BUDGET	% USED
GOLF COURSE								
Service Charges	$ -	$ (40,977)	$ 221,160	-18.53%	$ -	$ -	$ -	0.00%
Services & Charges	-	-			1,727	130,896	297,210	44.04%
Capital	-	-	-		280	280	82,500	0.34%
Total	$ -	$ (40,977)	$ 221,160	-18.53%	$ 2,007	$ 131,175	$ 379,710	34.55%
OPIOID SETTLEMENT								
Other	$ -	$ -	$ 180,000	0.00%	$ -	$ -	$ -	
Services & Charges	-	-	-		12,384	721,649	217,480	331.82%
Capital	-	-	-		-	74,929	74,940	99.99%
Total	$ -	$ -	$ 180,000	0.00%	$ 12,384	$ 796,578	$ 292,420	272.41%
INSURANCE TRUST								
Other	$ -	$ 23,224	$ 25,000	92.90%	$ -	$ -	$ -	
Interest	23	124	500	24.82%	-	-	-	
Supplies & Materials	-	-	-		-	-	500	0.00%
Services & Charges	-	-	-		857	513,114	593,050	86.52%
Total	$ 23	$ 23,348	$ 25,500	91.56%	$ 857	$ 513,114	$ 593,550	86.45%
UNCOLLECTIBLE ACCOUNTS								
Services & Charges	$ -	$ -	$ -		$ 16,667	$ 83,335	$ 200,000	41.67%
Total	$ -	$ -	$ -	0.00%	$ 16,667	$ 83,335	$ 200,000	41.67%
TOTAL GENERAL FUND	$ 1,035,433	$ 15,091,482	$ 39,050,660	38.65%	$ 2,952,276	$ 12,980,378	$ 39,050,660	33.2%

	MTD REVENUES	YTD REVENUES	BUDGET	% USED	MTD EXPENSES	YTD EXPENSES	BUDGET	% USED
CAPITAL PROJECTS FUND								
PARKS & FACILITIES								
Grants	$ -	$ -	$ -	0.00%	$ -	$ -	$ -	
Other	1,195	3,100	165,000	1.88%	-	-	-	
Property Tax	-	50,000	100,000	50.00%	-	-	-	
Service Charges	-	-	-	0.00%	-	-	-	
Interest	1,846	11,005	20,000	55.02%	-	-	-	
Capital					61,322	61,322	285,000	21.52%
Total	$ 3,041	$ 64,105	$ 285,000	22.49%	$ 61,322	$ 61,322	$ 285,000	21.52%
TRANSPORTATION								
Grants	$ 31,214	$ 259,059	$ 3,879,510	6.68%	$ -	$ -	$ -	
Intergovernmental	-	228,498	990,930	23.06%	-	-	-	
Other	-	8,600	455,370	1.89%	-	-	-	
Property Tax	-	1,000,000	2,731,000	36.62%	-	-	-	
Interest	25,822	167,604	100,000	167.60%	-	-	-	
Services & Charges	-	-	-		28,936	115,744	347,280	33.33%
Capital	-	-	-		-	3,924,419	7,809,530	50.25%
Total	$ 57,036	$ 1,663,760	$ 8,156,810	20.40%	$ 28,936	$ 4,040,163	$ 8,156,810	49.53%
LIBRARY								
Other	$ 270	$ 10,377	$ 45,790	22.66%	$ -	$ -	$ -	
Property Tax	-	-	-	0.00%	-	-	-	
Interest	115	682	1,500	45.49%	-	-	-	
Capital	-	-	-		-	-	47,290	0.00%
Total	$ 384	$ 11,059	$ 47,290	23.39%	$ -	$ -	$ 47,290	0.00%
TOTAL CAPITAL PROJECTS FUND	$ 60,461	$ 1,738,925	$ 8,489,100	20.48%	$ 90,258	$ 4,101,485	$ 8,489,100	48.3%
WORKERS COMP TRUST								
INSURANCE TRUST								
Other	$ 755,000	$ 755,000	$ 855,500	88.25%	$ -	$ -	$ -	
Interest	5,441	29,329	55,000	53.33%	-	-	-	
Supplies & Materials	-	-	-		-	-	-	0.00%
Services & Charges	-	-	-		6,229	203,872	910,500	22.39%
TOTAL WORKERS COMP FUND	$ 760,441	$ 784,329	$ 910,500	86.14%	$ 6,229	$ 203,872	$ 910,500	22.4%

	MTD REVENUES	YTD REVENUES	BUDGET	% USED	MTD EXPENSES	YTD EXPENSES	BUDGET	% USED
WATER FUND								
WATER								
Grants	$ 235,526	$ 1,929,875	$ 1,925,000	100.25%	$ -	$ -	$ -	
Intergovernmental	-	-	65,720	0.00%	-	-	-	
Other	1,391	245,369	2,355,210	10.42%	-	-	-	
Service Charges	513,679	3,152,344	8,947,400	35.23%	-	-	-	
Interest	27,983	156,757	260,000	60.29%	-	-	-	
Personnel Services	-	-	-		221,415	929,356	2,574,810	36.09%
Supplies & Materials	-	-	-		32,671	154,890	610,380	25.38%
Services & Charges	-	-	-		320,542	1,666,361	4,076,610	40.88%
Capital	-	-	-		209,107	2,352,661	6,291,530	37.39%
TOTAL WATER FUND	$ 778,580	$ 5,484,345	$ 13,553,330	40.46%	$ 783,735	$ 5,103,269	$ 13,553,330	37.7%
WASTEWATER FUND								
WASTEWATER								
Grants	$ -	$ -	$ -	-	$ -	$ -	$ -	
Intergovernmental	345,440	1,375,008	4,154,000	33.10%	-	-	-	
Other	229,572	807,877	9,890,950	8.17%	-	-	-	
Service Charges	546,259	2,817,135	7,562,710	37.25%	-	-	-	
Interest	67,993	406,148	460,000	88.29%	-	-	-	
Personnel Services	-	-	-		209,002	897,875	2,385,100	37.65%
Supplies & Materials	-	-	-		42,152	130,465	575,090	22.69%
Services & Charges	-	-	-		314,778	1,743,238	4,310,030	40.45%
Capital	-	-	-		2,276,622	3,163,814	14,797,440	21.38%
TOTAL WASTEWATER FUND	$ 1,189,263	$ 5,406,168	$ 22,067,660	24.50%	$ 2,842,554	$ 5,935,393	$ 22,067,660	26.9%
STORMWATER FUND								
STORMWATER								
Grants	$ -	$ -	$ -	0.00%	$ -	$ -	$ -	
Other	-	150,000	(110,090)	-136.25%	-	-	-	
Service Charges	199,172	996,324	2,200,000	45.29%	-	-	-	
Interest	4,070	23,097	48,000	48.12%	-	-	-	
Personnel Services	-	-	-		39,367	144,920	412,300	35.15%
Supplies & Materials	-	-	-		834	4,047	122,700	3.30%
Services & Charges	-	-	-		133,877	331,626	880,790	37.65%
Capital	-	-	-		25,263	35,848	722,120	4.96%
TOTAL STORMWATER FUND	$ 203,242	$ 1,169,421	$ 2,137,910	54.70%	$ 199,341	$ 516,441	$ 2,137,910	24.2%

	MTD REVENUES	YTD REVENUES	BUDGET	% USED	MTD EXPENSES	YTD EXPENSES	BUDGET	% USED
SANITATION FUND								
SANITATION								
Grants	$ -	$ -	$ -	-	$ -	$ -	$ -	
Other	-	12,970	819,700	1.58%	-	-	-	
Service Charges	629,314	3,212,540	7,755,880	41.42%	-	-	-	
Interest	16,157	100,755	105,000	95.96%	-	-	-	
Personnel Services	-	-	-		58,145	233,440	626,700	37.25%
Supplies & Materials	-	-	-		742	4,545	31,100	14.61%
Services & Charges	-	-	-		527,476	2,574,308	7,703,280	33.42%
Capital	-	-	-		191	1,614	319,500	0.51%
TOTAL SANITATION FUND	$ 645,471	$ 3,326,265	$ 8,680,580	38.32%	$ 586,555	$ 2,813,907	$ 8,680,580	32.4%
CEMETERY FUND								
CEMETERY								
Other	$ 50	$ 630	$ 280,190	0.22%	$ -	$ -	$ -	
Property Tax	-	50,000	100,000	50.00%	-	-	-	
Service Charges	800	16,802	40,270	41.72%	-	-	-	
Interest	811	5,312	15,000	35.41%	-	-	-	
Interfund Transfer	-	-	50,000	0.00%	-	-	-	
Personnel Services	-	-	-		8,882	37,073	122,380	30.29%
Supplies & Materials	-	-	-		166	4,784	12,500	38.28%
Services & Charges	-	-	-		5,136	29,283	120,080	24.39%
Capital	-	-	-		-	9,566	230,500	4.15%
TOTAL CEMETERY FUND	$ 1,661	$ 72,744	$ 485,460	14.98%	$ 14,184	$ 80,706	$ 485,460	16.6%
ECONOMIC DEVELOPMENT FUND								
ECONOMIC DEVELOPMENT								
Grants	$ -	$ 104,940	$ 450,000	23.32%	$ -	$ -	$ -	
Licenses & Permits	-	-	-	0.00%	-	-	-	
Other	500	2,085	350,000	0.60%	-	-	-	
Interest	8,888	52,572	27,500	191.17%	-	-	-	
Capital	-	-	-		17,617	179,808	827,500	21.73%
TOTAL ECONOMIC DEVELOPMENT	$ 9,388	$ 159,598	$ 827,500	19.29%	$ 17,617	$ 179,808	$ 827,500	21.7%

	MTD REVENUES	YTD REVENUES	BUDGET	% USED	MTD EXPENSES	YTD EXPENSES	BUDGET	% USED
TRANSPORTATION & ENGINEERING FUND								
TRANSPORTATION								
Grants	$ -	$ -	$ -		$ -	$ -	$ -	
Intergovernmental	2,504	249,820	1,345,900	18.56%	-	-	-	
Licenses & Permits	3,206	18,964	20,000	94.82%	-	-	-	
Other	975	18,671	339,880	5.49%	-	-	-	
Property Taxes	-	1,000,000	2,220,120	45.04%	-	-	-	
Service Charges	91,667	382,856	1,297,740	29.50%	-	-	-	
Interest	5,234	24,854	50,000	49.71%	-	-	-	
Personnel Services	-	-	-		223,535	893,534	2,593,140	34.46%
Supplies & Materials	-	-	-		8,787	74,250	454,770	16.33%
Services & Charges	-	-	-		123,206	677,727	1,708,700	39.66%
Capital	-	-	-		9,070	29,297	517,030	5.67%
TOTAL TRANSPORTATION FUND	$ 103,586	$ 1,695,165	$ 5,273,640	32.14%	$ 364,598	$ 1,674,808	$ 5,273,640	31.8%
LIBRARY FUND								
LIBRARY								
Grants	$ -	$ -	$ 2,500	0.00%	$ -	$ -	$ -	
Intergovernmental	-	-	100	0.00%				
Other	16,453	18,163	104,070	17.45%				
Property Taxes	-	1,000,000	1,535,000	65.15%				
Service Charges	931	3,298	5,000	65.97%				
Interest	1,850	4,743	18,000	26.35%	-	-	-	
Personnel Services					93,864	427,129	1,245,210	34.30%
Supplies & Materials					17,295	68,538	146,650	46.74%
Services & Charges					23,472	93,805	264,310	35.49%
Capital	-	-	-		1,273	3,635	8,500	42.77%
TOTAL LIBRARY FUND	$ 19,235	$ 1,026,204	$ 1,664,670	61.65%	$ 135,905	$ 593,107	$ 1,664,670	35.6%

		MTD REVENUES		YTD REVENUES		BUDGET	% USED		MTD EXPENSES		YTD EXPENSES		BUDGET	% USED
FLEET MAINTENANCE														
FLEET														
Grants	$	-	$	-	$	-	0.00%	$	-	$	-	$	-	
Intergovernmental		-		-		15,700	0.00%							
Other		2,159		2,321		281,180	0.83%							
Service Charges		226,148		1,148,933		2,781,160	41.31%							
Interest		7,243		42,154		35,000	120.44%		-		-		-	
Personnel Services									57,185		248,975		668,630	37.24%
Supplies & Materials									9,915		98,042		266,730	36.76%
Services & Charges									71,905		365,192		916,180	39.86%
Capital		-		-		-			15,520		15,520		1,261,500	1.23%
TOTAL FLEET MAINTENANCE	$	235,550	$	1,193,408	$	3,113,040	38.34%	$	154,526	$	727,729	$	3,113,040	23.4%
INFORMATION SYSTEMS														
INFORMATION SYSTEMS														
Grants	$	-	$	-	$	-	0.00%	$	-	$	-	$	-	
Other		9,746		13,972		(21,350)	-65.44%		-		-		-	
Service Charges		131,394		658,070		1,576,670	41.74%							
Interest		1,287		6,751		9,550	70.69%		-		-		-	
Personnel Services									62,061		280,137		798,870	35.07%
Supplies & Materials									905		2,576		4,000	64.39%
Services & Charges									28,847		332,628		605,000	54.98%
Capital		-		-		-			11,821		108,103		157,000	68.86%
TOTAL INFORMATION SYSTEMS	$	142,427	$	678,793	$	1,564,870	43.38%	$	103,634	$	723,444	$	1,564,870	46.2%

		MTD REVENUES		YTD REVENUES		BUDGET	% USED		MTD EXPENSES		YTD EXPENSES		BUDGET	% USED
POLICE RETIREMENT														
Other	$	89,404	$	911,018	$	1,025,000	88.88%	$	-	$	-	$	-	
Property Tax		-		-		-	0.00%							
Interest		25,079		150,652		245,000	61.49%							
Services & Charges									100,602		506,154		1,270,000	39.85%
TOTAL POLICE RETIREMENT	$	114,483	$	1,061,669	$	1,270,000	83.60%	$	100,602	$	506,154	$	1,270,000	39.9%
TRANSIT FUND														
TRANSIT														
Grants	$	-	$	-	$	983,480	0.00%	$	-	$	-	$	-	
Intergovernmental		7,152		28,054		85,000	33.00%		-		-		-	
Other		-		(230)		150,200	-0.15%		-		-		-	
Property Tax		-		255,000		423,500	60.21%		-		-		-	
Service Charges		3,216		16,566		44,200	37.48%		-		-		-	
Interest		1,331		8,435		18,000	46.86%							
Personnel Services									88,156		365,420		992,310	36.83%
Supplies & Materials		-		-		-			5,913		28,597		90,200	31.70%
Services & Charges									9,246		73,388		205,820	35.66%
Capital		-		-		-			51		2,561		416,050	0.62%
TOTAL TRANSIT FUND	$	11,698	$	307,825	$	1,704,380	18.06%	$	103,366	$	469,966	$	1,704,380	27.6%
CEMETERY PERPETUAL CARE														
CEMETERY PERPETUAL CARE														
Other	$	-	$	16,547	$	36,000	45.96%	$	-	$	-	$	-	
Service Charges		-		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	$	-	$	26,062	$	54,000	48.26%	$	-	$	962	$	54,000	1.8%
GRAND TOTAL OF ALL FUNDS	$	5,310,918	$	39,222,403	$	110,847,300	35.38%	$	8,455,379	$	36,611,432	$	110,847,300	33.03%

CITY COUNCIL MEETING
AGENDA ITEM SUMMARY

ITEM TITLE PUBLIC HEARING ON ZONING AMENDMENT ZA-04-25, WIRELESS COMMUNICATION FACILITIES	**AGENDA NO.** V. A. **AGENDA DATE:** March 23, 2026

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

The Idaho State Legislature updated Idaho Statute 67-6540 regarding Telecommunications facilities and broadband infrastructure during the 2025 Legislative session. Proposed changes to Lewiston City Code Chapter 37 Section 215, via ZA-04-25, reflect these changes so that Lewiston City Code is in conformance with State of Idaho code.

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

None.

ACTION PROPOSED

Approve ZA-04-25 via Ordinance 4961.

Lewiston City Council
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, that the City Council of the City of Lewiston will hold a public hearing on **March 23, 2026 at 6:00 p.m. in the Second Floor Event Space at the Lewiston City Library, 411 D Street, Lewiston, Idaho**. The purpose of the hearing is to receive testimony and comments regarding **ZA-04-25, WIRELESS COMMUNICATION FACILITIES:** The City Council will consider amendments to Lewiston City Code Chapter 37, Zoning Code, Article XVII, primarily regarding application procedures and review timelines, in accordance with House Bill No. 180 that amended Chapter 65, Title 67, of Idaho Code regarding telecommunication facilities and broadband infrastructure. The Lewiston Planning and Zoning Commission conducted a public hearing on this matter on February 11, 2026 and recommended that it be approved by City Council.

Submission of Written Comments: To ensure that written comments can be forwarded to the City Council and relevant staff prior to the hearing, please submit comments no later than **5:00 p.m. on Sunday March 22, 2026.** Written comments can be submitted by:

- Emailing City Clerk Tanya Brocke at tbrocke@cityoflewiston.org
- Mailing to: City Clerk's Office, PO Box 617, Lewiston, ID 83501

Testimony for public hearings may also be given in-person at the meeting.

For further information on the subject of the hearing please contact Katie Hollingshead at khollingshead@cityoflewiston.org or (208) 746-1318 extension 7261.

All citizens are invited to attend the public hearing on ZA-04-25, Wireless Communication Facilities, on **March 23, 2026 at 6:00 p.m. in the Second Floor Event Space at the Lewiston City Library, 411 D Street, Lewiston, Idaho**.

Dated this **March 8, 2026**.
Katie Hollingshead, AICP
Assistant Planner

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 the meeting coordinator, Dawn Ortiz, at least forty-eight (48) hours in advance of the meeting at dortiz@cityoflewiston.org or (208) 746-1318, ext. 7265.

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Lewiston Planning and Zoning Commission will conduct a public hearing at which you may provide comments/testimony on

Wednesday February 11, 2026 at 5:30 pm.

CITY OF LEWISTON – CITY HALL CONFERENCE ROOM
1134 "F" STREET LEWISTON, ID 83501

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

This public hearing will be to consider the following proposal:

> **ZA-04-25, WIRELESS COMMUNICATION FACILITIES:** The Commission will consider amendments to Lewiston City Code Chapter 37, Zoning Code, Article XVII, primarily regarding application procedures and review timelines, in accordance with House Bill No. 180 that amended Chapter 65, Title 67, of Idaho Code regarding telecommunication facilities and broadband infrastructure.

FOR FURTHER INFORMATION ABOUT THIS PROPOSAL contact Katie Hollingshead at the Community Development Department at khollingshead@cityoflewiston.org or (208) 746-1318, ext. 7261.

Submission of Written Comments/Testimony: To ensure that written comments can be forwarded to the Planning and Zoning Commission and relevant city staff prior to the hearing, please submit comments/testimony no later than **5:00 p.m. on Tuesday February 10, 2026** by emailing dortiz@cityoflewiston.org or mailing to Dawn Ortiz, Community Development Department, PO Box 617, Lewiston, ID 83501.

Comments/Testimony for public hearings may also be given in-person at the meeting, during the public hearing.

Public Hearing notice publication date: Sunday January 25, 2026.

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 the meeting coordinator, Dawn Ortiz, at least forty-eight (48) hours in advance of the meeting at dortiz@cityoflewiston.org or (208) 746-1318, ext. 7265.

The LEWISTON PLANNING AND ZONING COMMISSION met in the City Hall West Conference Room at 1134 "F" Street. Chair Iacoboni called the meeting to order at 5:30 p.m.

I. <u>CALL TO ORDER</u>

COMMISSIONERS PRESENT: Gabriel Iacoboni, Chair; Emily Wolf, Vice Chair; Shaunita Cable; Cynthia Ball; Zach Battles; Maureen Anderson;

COMMISSIONERS EXCUSED: None

COMMISSIONERS UN-EXCUSED: Kyle Harris

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

II. <u>CITIZENS COMMENTS</u>

None

III. <u>ACTIVE AGENDA</u>

A. <u>APPROVAL OF JANUARY 28, 2026 MEETING MINUTES (ACTION ITEM)</u>

Commissioners Battles and Anderson moved and seconded, respectively, approval of the January 28, 2026 meeting minutes as written. The motion carried 5-0.

B. <u>REVIEW AND APPROVAL OF THE REASONED STATEMENT FOR CONDITIONAL USE PERMIT APPLICATION CUP-26-1 BY LESLIE DOTY (ACTION ITEM):</u>

Commissioners Cable and Battles moved and seconded, respectively, to approve the Reasoned Statement for CUP-26-1. The motion carried 5-0.

C. <u>PUBLIC HEARING AND SUBSEQUENT RECOMMENDATION TO CITY COUNCIL ON ZONING CODE AMENDMENT ZA-04-25 WIRELESS COMMUNICATION FACILITIES (ACTION ITEM):</u>

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

Staff Hollingshead provided a verbal summary of potential zoning code changes proposed with ZA-04-25 for wireless communication facilities.

There being no further questions for the staff or any public testimony, Chair Iacoboni closed the public hearing.

After deliberation and discussion, Commissioner Anderson and Chair Iacoboni moved and seconded, respectively, to recommend approval of ZA-04-25 ass presented to the City Council. The motion carried 5-0.

D. <u>DISCUSSION AND DIRECTION TO STAFF ON UPZONE ZNC24-5 (ACTION ITEM):</u>

Staff Hollingshead provided a verbal summary of the upzone and provided maps for the Commission to become geographically familiar with the area.

Commissioners discussed the presented changes and provided favorable responses, and made decisions on which upzones map to move forward with. Commissioners directed staff to continue moving upzone ZNC24-5 forward by doing outreach to property owners for feedback.

IV. <u>STAFF-COMMISSION COMMUNICATIONS:</u>

A. Query of Commissioners for the February 25, 2026 meeting.

There being no public hearings or reason statements for the February 25, 2026 meeting, the Commission decided to cancel the February 25, 2026 meeting.

V. <u>ADJOURN</u>

There being no further business, Commissioner Anderson and Chair Iacoboni moved and seconded, respectively, to adjourn. The motion carried 5-0, and the Planning and Zoning Commission adjourned at approximately 6:11 p.m.

RESPECTFULLY SUBMITTED,

________________________________	________________________________
Dawn Ortiz, Recording Secretary	Chairperson or Acting Chairperson Planning and Zoning Commission

Approved this ______ day of __________________________, 2026.

CITY COUNCIL MEETING
AGENDA ITEM SUMMARY

ITEM TITLE	AGENDA NO. V. B.
FIRST READING OF ORDINANCE 4961	AGENDA DATE: March 23, 2026

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

Ordinance 4961 proposes amendments to Lewiston City Code Chapter 37 section 215 regarding telecommunications facilities and broadband infrastructure. The Idaho State Legislature made amends to Idaho State Code Title 67 Chapter 65 Section 40 regarding telecommunications facilities and broadband infrastructure. The proposed amendments in Ordinance 4961 will bring Lewiston City Code into conformance with Idaho State Code. The Planning and Zoning Commission held a public hearing on this matter on February 11,2026 and received no testimony either in favor or against. The Planning and Zoning Commission unanimously voted to recommend to City Council these amendments for approval.

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

None.

ACTION PROPOSED

Approve Ordinance 4961.

CITY ORDINANCE NO. 4961

AN ORDINANCE OF THE CITY OF LEWISTON AMENDING LEWISTON CITY CODE CHAPTER 37, ARTICLE XVII TO REVISE TERMINOLOGY FROM "WIRELESS COMMUNICATION FACILITIES" TO "TELECOMMUNICATIONS FACILITIES"; ADDING ADDITIONAL DEFINITIONS TO LEWISTON CITY CODE SEC. 37-216; MAKING OTHER RELATED AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE

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

SECTION 1: The title of Lewiston City Code Chapter 37, Article XVII is hereby amended as follows:

ARTICLE XVII. ~~WIRELESS~~TELECOMMUNICATIONS FACILITIES REGULATIONS

SECTION 2: Lewiston City Code § 37-215 is hereby amended as follows:

Sec. 37-215. - Purpose.

The provisions of this article shall be known as the telecommunications facilities and broadband infrastructure~~wireless communication facilities~~ regulations. It is the purpose of these provisions to delineate restrictions, development standards and siting criteria, and establish removal procedures in order to protect the city from the uncontrolled siting of ~~wireless communication~~telecommunications facilities in locations that have significant adverse effects and cause irreparable harm. It is further the purpose of these provisions:

(1) To protect the community's visual quality and safety while facilitating the reasonable and balanced provision of wireless communication services. More specifically, it is the city's goal to minimize the visual impact of telecommunications~~wireless communication~~ facilities on the community, particularly in and near residential zones, the central business district, the Normal Hill heritage overlay zone, and historic districts;

(2) To promote and protect the public health, safety and welfare, preserve the aesthetic character of the Lewiston community, and to reasonably regulate the development and operation of telecommunications~~wireless communication~~ facilities within the city to the extent permitted under state and federal law;

(3) To minimize the impact of telecommunications~~wireless communication~~ facilities by establishing standards for siting design and screening;

(4) To preserve the opportunity for continued and growing service from the wireless industry;

(5) To accommodate the growing need and demand for wireless communication services;

(6) To establish clear guidelines and standards and an orderly process for review intended to facilitate the deployment of broadband infrastructure~~wireless transmission equipment~~, to provide advanced communication services to the city, its residents, businesses and community at large;

(7) To minimize the number of new towers and encourage the collocation of antennas of more than one (1) wireless communication service provider on a single tower or telecommunications~~WCF~~ support structure;

(8) To ensure city zoning regulations are applied consistently with federal and state telecommunications laws, rules, regulations and controlling court decisions; and

(9) To provide regulations that are specifically not intended to, and shall not be interpreted or applied to: (a) prohibit or effectively prohibit the provision of wireless services, (b) unreasonably discriminate among functionally equivalent service providers, or (c) regulate ~~wireless communication~~telecommunications facilities and broadband infrastructure~~wireless transmission equipment~~ on the basis of the environmental effects of radio frequency emissions to the extent that such emissions comply with the standards established by the Federal Communications Commission.

SECTION 3: Lewiston City Code § 37-216 is hereby amended as follows:

Sec. 37-216. - Definitions.

As used in this article, the following terms shall have the meanings set forth below:

Antenna is a telecommunications facility~~WCF~~ and means any exterior transmitting or receiving device mounted on a tower, building or structure and used in communications that sends or receives digital signals, analog signals, radio frequencies or wireless communication signals.

Antenna array is a telecommunications facility~~WCF~~ and means a group of antenna elements, not including small cells, and associated mounting hardware, transmission lines, or other appurtenances that share a common attachment device for the sole purpose of transmitting or receiving wireless communication signals.

Applicant means any person engaged in the business of providing wireless communication services or the broadband~~wireless communication~~ infrastructure required for wireless communication services and who submits an application.

Application means the process by which an applicant submits a written request on a form provided by the city and indicates a desire to be granted a permit pursuant to this article. A complete application means all written documentation, in whatever form or forum, made by an applicant to the city concerning the construction of telecommunications~~wireless communication~~ facilities; the wireless services proposed to be provided; and any other matter pertaining to a proposed system or service, including, if applicable and without limitation, information related to a request for a conditional use permit or an exception to a standard.

Base station is a telecommunications facility~~WCF~~ and means a structure or equipment at a fixed location that enables FCC-licensed or authorized wireless communications between user equipment and a communications network. The term does not encompass a tower as defined in this article or any equipment associated with a tower.

…

Broadband means wide bandwidth communication transmissions allowing high speed internet access with an ability to simultaneously transport multiple signals and traffic types at a minimum transmission speed of one hundred (100) megabits per second for downloads and twenty (20) megabits per second for uploads, or as may otherwise be defined in Idaho Code Section 40-514, as may be amended from time to time.

Broadband Infrastructure means networks of deployed telecommunications equipment, conduit, and technologies necessary to provide broadband and other advanced telecommunications services to wholesalers or end users, including but not limited to private homes, businesses, commercial establishments, schools or public institutions, or as may otherwise be defined in Idaho Code Section 40-517, as may be amended from time to time.

Broadband Provider means any entity that:

(1) Provides broadband services, including but not limited to a telecommunications provider, cable service provider, broadband provider, cellular provider, political subdivision that provides broadband services, electric cooperative that provides broadband services, electric utility that provides broadband services, state government entity that provides broadband services, tribal government that provides broadband services, or internet service provider; or

(2) Builds broadband infrastructure, including but not limited to a port, nonprofit organization, or private-public partnership established for the purpose of expanding broadband in the state; or

(3) As may otherwise be defined in Idaho Code Section 40-517, as may be amended from time to time.

…

Distributed antenna system or *DAS* is a telecommunications facility~~WCF~~ and means a central network consisting of equipment that can both transmit and receive to support multiple antenna locations throughout the desired coverage area.

…

Eligible support structure is a telecommunications facility~~WCF~~ and means any tower or base station as defined in this section; provided, that it is existing at the time the relevant application is filed with the city under this article.

…

Macro cell ~~means~~ is a telecommunications facility~~WCF~~ and means a high-powered telecommunications~~wireless communication~~ facility that provides broad network coverage (typically one (1) mile or greater). Generally, macro cell antennas are mounted on ground-based towers, rooftops and other existing structures, at a height that provides a clear view over the surrounding buildings and terrain. Macro cells are typically capable of hosting multiple wireless service providers and accompanied by base stations.

…

~~*Operator* means any person who provides service over a wireless communication system and directly or through one (1) or more persons owns a controlling interest in such system, or who otherwise controls or is responsible for the operation of such a system.~~

…

~~*Provider* means an operator, wireless infrastructure provider, or wireless services provider.~~

…

Stealth design means a design that minimizes the visual impact of telecommunications~~wireless communication~~ facilities by camouflaging, disguising, screening or blending into the surrounding environment. Examples of stealth design include, but are not limited to, WCFs disguised as trees (monopines), flagpoles, utility and light poles, bell towers, clock towers, ball field lights, and architecturally screened roof-mounted antennas.

…

Tower is a telecommunications facility~~WCF~~ and means any structure built for the sole or primary purpose of supporting any FCC-licensed or authorized antennas and associated facilities, including structures that are constructed for wireless communication services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services, such as microwave backhaul, and the associated site.

…

Telecommunications~~*WCF*~~ *support structure* means any tower, building, pole, water tank, water tower, or other structure to which an antenna is or antennas are attached.

Tele~~Wireless~~*communications facilities*~~*or WCF*~~ means equipment for the transmission or reception of:

(1) Radio frequency signals or other wireless communications; or

(2) Other signals for communications purposes. Such equipment may consist of, for example, antennas, antenna arrays, base stations, distributed antenna systems, macro cells, small cells, towers, and transmission equipment~~.~~; or

(3) Broadband infrastructure.

~~*Wireless infrastructure provider* means a person, other than a wireless services provider, that builds or installs wireless communication transmission equipment, wireless facilities' utility poles, or wireless support structures.~~

~~*Wireless services provider* means a person that provides wireless services.~~

SECTION 4: Lewiston City Code § 37-217 is hereby amended as follows:

Sec. 37-217. - Applicability.

(a) The regulations set forth in this article shall apply to all telecommunications facilities~~WCF~~s located or proposed to be located within the city, except in public rights-of-way. ~~Wireless~~ Telecommunications facilities regulations that apply to public rights-of-way within the City of Lewiston are addressed in chapter 31, article VI, of this Code.

(b) Exempt facilities. The following are exempt from this article:

(1) FCC-licensed amateur (ham) radio facilities;

(2) Satellite earth stations, dishes and/or antennas used for private television reception not exceeding one (1) meter in diameter;

(3) A government-owned telecommunications facility~~WCF~~ installed upon the declaration of a state of emergency by the federal, state, or local government, or a written determination of public necessity by the city; except that such facility must comply with all federal and state requirements. The telecommunications facility~~WCF~~ shall be exempt from the provisions of this article for up to one (1) month after the duration of the state of emergency;

(4) A temporary telecommunications facility~~WCF~~ installed for providing coverage of a special event, such as news coverage or a sporting event. At least five (5) business days' written notice shall be given to the community development department prior to installation of such temporary telecommunications facility~~WCF~~. Such temporary telecommunications facilities~~WCFs~~ shall only be allowed two (2) weeks before and one (1) week after the special event; and

(5) Other temporary telecommunications facility~~WCFs~~ installed for a period of up to ninety (90) days. At least five (5) business days' written notice shall be given to the community development department prior to the installation of such temporary telecommunications facility~~WCF~~. Additionally, such temporary telecommunications facility~~WCF~~ shall comply with applicable setbacks and height requirements in residential zones, historic district(s), and the Normal Hill heritage overlay zone.

SECTION 5: Lewiston City Code §37-218 is hereby amended as follows:

Sec. 37-218. – General requirements.

(a) All telecommunications facilities~~WCFs~~ shall comply with the following regulations:

(1) *Color*. All telecommunications facilities~~WCFs~~ shall be placed and colored to blend into their surroundings. The use of grays, blues, greens, dark bronze, browns or other site specific colors may be appropriate; however, each case should be evaluated individually.

…

(4) *Permits*. All telecommunications facilities~~WCFs~~ shall be required to obtain permits in accordance with chapter 10 of this Code.

(5) *Certificate of appropriateness*. All telecommunications facilities~~WCFs~~ located in historic district(s) or the Normal Hill heritage overlay zone shall be required to obtain a certificate of appropriateness from the historic preservation commission so that the telecommunications facilities~~WCF's~~ stealth design blends into the historic district(s) or into the Normal Hill heritage overlay zone in accordance with code requirements for new construction. All telecommunications facilities~~WCFs~~ that are proposed to be located in a historic district(s) or the Normal Hill heritage overlay zone shall be subject to the additional regulations governing those areas, including, but not limited to, securing a certificate of appropriateness when required. The processes for obtaining a certificate of appropriateness and conditional use permit shall proceed simultaneously.

(6) *Airport notice*. When seeking an administrative permit or approval pursuant to this article, except when making an eligible facilities request, the applicant shall notify the Lewiston-Nez Perce County Regional Airport. A copy of such notice shall be submitted with the filing of an application to the city and shall include a site plan and either an elevation drawing or a photo simulation of the proposed telecommunications facility~~WCF~~ indicating the proposed height of the telecommunications facility~~WCF~~.

(7) *Signs*. A telecommunications facility~~WCF~~ shall not bear any signage or advertisement other than signage required by law or expressly required by the city.

(8) *Visual impact*. All telecommunications facilities~~WCFs~~, except for those located in the commercial and mixed use zones, shall be sited and designed to minimize adverse visual impacts on surrounding properties and the traveling public to the greatest extent reasonably possible, but without adverse impact to the proper functioning of the telecommunications facility~~WCF~~. Such telecommunications facility~~WCFs~~ and equipment enclosures shall be integrated through location, design, and/or screening to blend in with or be hidden within the existing characteristics of the site.

…

(10) *Installation on city property*. Installation of any telecommunications facility~~WCF~~ on city-owned property requires a duly executed written agreement with the city prior to installation.

…

(14) *Accessory uses.*

a. Accessory uses shall be limited to such structures and equipment that are necessary for transmission or reception functions, and shall not include broadcast studios, offices, vehicles or equipment storage, or other uses not essential to the transmission or reception functions.

b. All accessory buildings shall be constructed of building materials equal to or better than those of the primary building on the site, built to blend into the surrounding architectural style, and subject to applicable permits.

c. No equipment shall be stored or vehicle parked on the site of the tower, unless used in direct support of the antennas or the tower that is being repaired.

d. In protected areas, all accessory equipment located at the base of a WCF shall be located or placed (at the applicant's choice) in an existing building, underground, or in an equipment shelter or cabinet that is:

1. Designed to blend in with existing surroundings, using architecturally compatible construction and colors; and

2. Located so as to be as unobtrusive as possible consistent with the proper functioning of the telecommunications facility~~WCF~~.

(15) *Compliance report.* A written report shall be prepared by a licensed professional engineer or another person with demonstrated expertise in the field of RF engineering. Such report shall attest that the proposed telecommunications facility~~WCF~~ (whether it be new or replacement equipment) complies with the RF emissions limits established by the FCC. Such report shall be submitted with every permit application.

(b) Site design flexibility. Individual telecommunications facility~~WCF~~ sites vary in the location of adjacent buildings, existing trees, topography, and other local variables. By mandating certain design standards, there may result a project that could have been less intrusive if the location of the various elements of the project could have been placed in more appropriate locations within a given site. Therefore, the telecommunications facility~~WCF~~ and supporting equipment may be installed so as to best camouflage, disguise or conceal them, to make the telecommunications facility~~WCF~~ more closely compatible with and blend into the setting or host structure, upon approval from the community development director or the planning and zoning commission, as applicable.

SECTION 6: The title of Lewiston City Code § 37-219 is hereby amended as follows:

Sec. 37-219. – Building-mounted telecommunications facilities~~WCFs~~.

SECTION 7: Lewiston City Code § 37-222 is hereby amended as follows:

Sec. 37-222. – Towers.

. . .

(e) *Alternative sites.*

(1) *Analysis.*

. . .

d. An applicant must apply for and be granted a conditional use permit in order to locate a tower at an alternative site. The notice and procedural provisions of article IX of this chapter ("Conditional Uses") and the factors set forth in subsection (h) of this section shall apply to conditional use permits sought for the purpose of locating a tower at an alternative site. For a siting application that requires a conditional use permit, the governing board shall, within thirty (30) days, hold a public hearing to approve, approve with modification, or deny the application.

. . .

(2) *Documentation.* The following materials shall be submitted with an alternative sites analysis:

. . .

h. *Conditional use permit for towers.* In applying for a conditional use permit for a tower, the notice and procedural provisions of article IX of this chapter ("conditional uses") shall apply except that for a siting application that requires a conditional use permit, the governing board shall, within thirty (30) days, hold a public hearing to approve, approve with modification, or deny the application, pursuant to Idaho Code Section 67-6540(a). Additionally, an applicant shall notify the Lewiston-Nez Perce County Regional Airport. Further, the applicant shall address and the planning and zoning commission shall consider the following factors in determining whether to issue a conditional use permit for a tower, in lie of the factors set forth in article IX of this chapter. The planning and zoning commission concludes that the purposes of this article, are nevertheless, served thereby.

. . .

(10) Whether the telecommunications facility~~WCF~~ will be within the RF emission limits allowed by the FCC. The applicant shall provide documentation from an expert regarding this requirement. The FCC shall determine whether the applicant's proposed antenna would cause electromagnetic interference with antennas on existing towers or structures, or whether antennas on existing towers or structures would cause interference with the applicant's proposed antenna.

SECTION 8: Lewiston City Code § 37-223 is hereby amended as follows:

Sec. 37-223. – Exceptions to standards.

(a) *Applicability.* No telecommunications facility~~WCF~~ shall be developed or modified contrary to any applicable development standard set forth in this article unless an exception has been granted pursuant to this section or through a conditional use permit waiving or modifying a development standard pursuant to article IX of this chapter ("conditional uses").

(b) *Procedure type.* An exception to an applicable telecommunications facility~~WCF~~ development standard shall require approval by the planning and zoning commission in lieu of article XI of this chapter ("variances"); provided, however, the notice and procedural requirements in article XI of this chapter ("variances") shall apply to exceptions sought pursuant to this section.

(c) *Submittal requirements.* An application for an exception to an applicable telecommunications facility~~WCF~~ development standard shall include the following:

…

(4) A site plan that includes:
  a. Description of the proposed telecommunications facility's~~WCF's~~ design and dimensions, as it would
  appear with and without the exception.
  b. Elevations showing all components of the telecommunications facility ~~WCF~~, as it would appear with and without the exception.
  c. Color simulations of the telecommunications facility~~WCF~~ after construction demonstrating compatibility with the vicinity, as it would appear with and without the exception.

(5) An explanation that demonstrates the following:
  a. The telecommunications facility~~WCF~~ development standard materially limits or inhibits the ability of the provider to compete in a fair and balanced legal and regulatory environment;
  b. The problem can only be resolved by an exception to one (1) or more of the standards in this article;
  c. The exception is narrowly tailored such that the telecommunications facility~~WCF~~ conforms to this article's standards to the greatest extent possible; and
  d. The impact on development standards such as height, setbacks and landscape requirements.

SECTION 9: Lewiston City Code § 37-224 is hereby amended as follows:

Sec. 37-224. – Independent RF technical and other review.

(a) Although the city intends for city staff to review applications to the extent feasible, the city may retain the services of an independent RF expert and other consultants of its choice to provide technical and other evaluations of permit applications for telecommunications facilities~~WCFs~~. The third party expert shall have recognized training or qualifications in their fields of radio frequency engineering or wireless communication facilities regulations.

(b) The expert's review may include, but is not limited to:

…

(4) Whether the proposed telecommunications facility~~WCF~~ complies with the applicable approval criteria set forth in this article; and

…

SECTION 10: Lewiston City Code § 37-225 is hereby amended as follows:

Sec. 37-225. – Final Inspection.

A certificate of completion shall only be granted upon satisfactory evident that the telecommunications facility~~WCF~~ was installed in substantial compliance with the approved plans and photo simulations, the applicant shall make any and all such changes required to bring the telecommunications facility~~WCF~~ installation to compliance promptly and in any event prior to putting the telecommunications facility~~WCF~~ in operation. If the telecommunications facility~~WCF~~ is not brought into substantial compliance within thirty (30) days of notice of noncompliance by the city, the applicant shall remove the noncompliant components.

SECTION 11: Lewiston City Code § 37-226 is hereby amended as follows:

Sec. 37-226. – Compliance.

(a) All telecommunications facilities~~WCFs~~ shall comply with all standards and regulations of the FCC and FAA and any state or other federal government agency with the authority to regulate wireless communication facilities.

(b) The site and telecommunications facilities~~WCFs~~, including all landscaping, fencing and related transmission equipment, shall be maintained at all times in a neat and clean manner and in accordance with all approved plans.

(c) All graffiti on telecommunications facilities~~WCFs~~ shall be removed at the sole expense of the permittee after notification by the city to the owner/operator of the telecommunications facility~~WCF~~.

(d) If any FCC or FAA, state, or other governmental license or any other governmental approval to provide communication services is revoked as to any site permitted or authorized by the city, the permittee shall inform the city of the revocation within thirty (30) days of receiving notice of such revocation and cease using the site. The owner of the telecommunications facility~~WCF~~ shall also be subject to the removal provisions of section 37-227 of this Code.

SECTION 12: Lewiston City Code § 37-227 is hereby amended as follows:

Sec. 37-227. – Removal of abandoned towers and antennas.

(a) Any telecommunications facility~~WCF~~ that is not operated for a continuous period of twelve (12) months shall be considered abandoned, and the owner of such telecommunications facility~~WCF~~ shall so notify the city in writing and remove the same within ninety (90) days of giving notice to the city of such abandonment. Failure to remove an abandoned telecommunications facility~~WCF~~ within said ninety (90) days shall be grounds to remove the telecommunications facility~~WCF~~ at the owner's expense, including all costs and attorneys' fees.

(b) Additionally, the city may contact the owner of the telecommunications facility~~WCF~~ to make a determination as to whether such telecommunications facility~~WCF~~ is abandoned. If the owner of such telecommunications facility~~WCF~~ does not respond within ninety (90) days, the city may remove the telecommunications facility~~WCF~~ (including its foundation) at the owner's expense, including all costs and attorneys' fees associated with such removal. Such notice by the city shall be by certified mail, return receipt requested; or posted on or near the telecommunications facility~~WCF~~ for fifteen (15) days; or both. Irrespective of any agreement between them to the contrary, the owner of such abandoned telecommunications facility~~WCF~~ and the owner of a building or land upon which the telecommunications facility~~WCF~~ is located shall be jointly and severally responsible for the removal of abandoned telecommunications facility~~WCF~~.

(c) If there are two (2) or more users of a telecommunications facility~~WCF~~, then this section shall not become effective until all users cease using the telecommunications facility~~WCF~~.

SECTION 13: Lewiston City Code § 37-228 is hereby amended as follows:

Sec. 37-228. – Indemnification.

Each permit issued for a telecommunications facility~~WCF~~ located on city property shall be deemed to have as a condition of the permit a requirement that the applicant defend, indemnify, and hold harmless the city and its officers, agents, employees, volunteers, and contractors from any and all liability, damages, or charges (including attorneys' fees and expenses) arising out of claims, suits, demands, or causes of action as a result of the permit process, a granted permit, construction, location, performance, operation, maintenance, repair, installation, replacement, removal, or restoration of the telecommunications facility~~WCF~~.

SECTION 14: Lewiston City Code § 37-229 is hereby amended as follows:

Sec. 37-229. – Eligible facilities modification request.

. . .

(b) *Application review.*

. . .

(3) Tolling of the time frame for review. The sixty-day review period may be tolled only by mutual agreement between the community development department and the applicant, or in cases where the community development department determines that the application is incomplete.

a. To toll the time frame for incompleteness, the community development department must provide written notice to the applicant within ~~thirty~~twenty-one (~~30~~21) business days of application submission, specifically delineating all missing documents or information required in the application.

. . .

SECTION 15: Lewiston City Code § 37-232 is hereby amended as follows:

Sec. 37-232. – Collocation applications for other than small wireless facilities using an existing structure.

. . .

(b) *Application review.*

. . .

(1) *Review*. Upon submission of an application for a collocation for other than small wireless facilities using an existing structure pursuant to this section, the community development department shall, within ~~ninety~~sixty (~~90~~60) days (subject to the tolling provisions set forth below), review such application, make its final decision to approve or deny the application, and advise the applicant in writing of its final decision.

(2) *Tolling of the time frame for review*. The ~~ninety~~sixty day review period begins to run when the application is submitted, and may be tolled only by mutual agreement between the community development department and the applicant, or in cases where the community development department determines that the application is incomplete.

a. To toll the time frame for incompleteness, the community development department must provide written notice to the applicant within ~~thirty~~twenty-one (~~30~~21) business days of application submission, specifically delineating all missing documents or information required in the application.

. . .

SECTION 16: Lewiston City Code § 37-233 is hereby amended as follows:

Sec. 37-233. – Application to deploy a facility other than a wireless facility using a new structure (new macro cell tower applications).

. . .

(b) *Application review.*

. . .

(3) *Tolling of the timeframe for review.* The one hundred fifty-day review period begins to run

when the application is submitted, and may be tolled only by mutual agreement

between the community development department and the applicant, or in cases where the community development department determines that the application is incomplete.

a. To toll the time frame for incompleteness, the community development department must provide written notice to the applicant within ~~thirty~~twenty-one (~~30~~21) business days of submission of the application, specifically delineating all missing documents or information required in the application.

. . .

SECTION 17: This ordinance shall take effect and be in full force from and after its passage and publication.

PASSED this ________ day of ____________________, 2026.

CITY OF LEWISTON

By: ____________________________________
Daniel G. Johnson, Mayor

ATTEST:

____
Tanya M. Brocke, City Clerk

March 2, 2026

THE CITY COUNCIL OF THE CITY OF LEWISTON, IDAHO, met for a Work Session in the Second Floor Conference Room of the Bell Building at 215 D Street. Mayor Johnson called the meeting to order at 3:00 PM.

I. CALL TO ORDER

COUNCILORS PRESENT: Mayor Dan Johnson; Council President Jim Kleeburg (3:03 p.m.); Councilor Kassee Forsmann (3:01 p.m.); Councilor Jessica Klein; Councilor Bryan Moree; Councilor John Spickelmire; Councilor Matt Wright.

II. PLEDGE OF ALLEGIANCE

Mayor Johnson led the Pledge of Allegiance.

III. CITIZENS COMMENTS

No comments were offered from the public.

IV. DISCUSSION ITEMS

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

A. UPDATE ON THE BRYDEN CANYON GOLF COURSE: Update and presentation regarding current management and operation of the Bryden Canyon Golf Course - Action Item (Parks and Recreation Director Justin Glenn)

Parks and Recreation Director Justin Glenn provided a brief history of the contract with CoursCo for the management of the Bryden Canyon Golf Course. Michael Sharp, CEO of CourseCo, gave an overview of the company's management of the golf course, including revenue and expenses, budget-to-date, non-golf events offered, recent improvements, and customer feedback. Mr. Sharp highlighted accomplishments and the positive partnership with the City.

Councilor Spickelmire requested information on how much taxpayer dollars are put into the golf course, as well as costs for improvements. Councilor Forsmann inquired about whether the golf course could be used as a venue for weddings. Mr. Sharp indicated that a larger event space would be needed, but they currently promote smaller events.

B. **<u>INTRODUCTION OF ORDINANCE 4958</u>:** Introduction of proposed Ordinance No. 4958 relating to an amendment of Lewiston City Code Section 21-2 to the definitions of vendors; Sections 21-66 and 21-69 relating to the regulation of temporary vendors; Sections 21-73 and Lewiston City Code Chapter 21, Article XI relating to the regulation of mobile vendors; and Section 31-74 relating to temporary uses of the right-of-way by mobile vendors - Action Item (City Planner Joel Plaskon)

City Planner Joel Plaskon explained that staff have received requests from mobile vendors wishing to operate non-food services within street rights-of-way. Since Chapter 21, Article XI currently only regulates mobile food and beverage vendors, and Section 31-74 covers temporary uses in street rights-of-way, staff are proposing to amend the Lewiston City Code to allow mobile vendor operations — both food and non-food — on private property and within street rights-of-way.

After discussion, Council expressed support for the proposed amendments.

C. **<u>REQUEST FOR RECONSIDERATION OF ZONING CODE AMENDMENT ZA-01-25</u>:** Request from City Staff to reconsider amendments to Lewiston City Code Section 37-153 relating to landscaping - Action Item (City Planner Joel Plaskon)

Councilor Spickelmire asked why the landscaping ordinance was being reconsidered after seven months. City Planner Joel Plaskon explained the original ordinance (Ordinance No. 4942) was developed by the Comprehensive Plan Work Plan Implementation Committee and recommended by the Planning and Zoning Commission, but the ordinance failed by a tie vote at City Council. Since there have been recent related ordinance updates to parking lots, staff is requesting reconsideration and Council input.

After discussion regarding potential business impacts, costs, maintenance, and stakeholder involvement, Council gave consensus to proceed.

D. **<u>INTRODUCTION OF ZONING CODE AMENDMENT ZA-04-25</u>:** Introduction and request for direction relating to proposed amendments to Lewiston City Code Chapter 37, Article XVII, associated with telecommunications facilities and broadband infrastructure to comply with legislative changes - Action Item (Assistant Planner Katie Hollingshead)

Assistant Planner Katie Hollingshead explained that Zoning Amendment ZA-04-25, previously reviewed by the Planning and Zoning Commission, is proposed in response to legislative changes to Idaho Code Chapter 65, Title 67, related to telecommunications facilities and broadband infrastructure. Ms. Hollingshead provided a redlined version of the proposed code changes and noted that while state law implements shorter review timelines, the City's current permitting timelines are already shorter than those required by the Idaho Code.

After discussion, Council gave consensus to proceed.

E. **<u>TRAFFIC CONTROL PLANS FOR PUBLIC ASSEMBLIES AND PARADES</u>:** Discussion regarding traffic control plans related to public assemblies and parades in Lewiston City Code Chapter 9, Articles IX and X - Action Item (Public Works Director Dustin Johnson)

Public Works Director Dustin Johnson reviewed current City Code requirements for special events, including application procedures, traffic control plans, and enforcement. Mr. Johnson noted concerns with unclear responsibilities in the code and the current practice of the City providing barricades and covering related costs.

Council discussed public safety considerations, event-related costs, and whether event organizers should contribute to traffic control expenses. Council also discussed the possibility of a tiered system to distinguish between community, nonprofit, and for-profit events. After discussion, Council asked staff to gather additional information and bring the item back for further discussion at the April 20th Special Meeting.

F. **<u>UNUSED CITY PROPERTIES</u>:** Discussion of unused City property, as requested by Councilor Spickelmire at the January 26, 2026 City Council meeting - Action Item (Councilor John Spickelmire)

Councilor Spickelmire raised the topic of reviewing unused City-owned properties and whether certain parcels could be sold or repurposed, with proceeds potentially supporting City needs such as the cemetery fund. Council discussed determining whether properties have current or future City use before declaring them surplus, as well as how proceeds may be allocated or used.

Parks and Recreation Director Justin Glenn noted they are actively reviewing properties to assess potential uses, divestment opportunities, and leasing possibilities. Council requested staff provide a list of identified properties for discussion at the April 20th Special meeting, with Mayor Johnson committing to working with Director Glenn on finding a property for consideration.

G. **<u>AIRPORT OWNERSHIP AND COSTS</u>:** Discussion related to the City's ownership of the airport and review of the City's airport-related costs for the last four (4) years, including the Fiscal Year 2026 lease costs associated with the airport, as requested by Councilor Spickelmire at the February 2, 2026 City Council meeting - Action Item (Councilor John Spickelmire)

Councilor Spickelmire raised concerns regarding airport ownership, noting that multiple owners can complicate decision-making and result in overlapping costs for taxpayers. Council discussed potential ownership structures, including the City, County, or a special airport district, and the role of the Federal Aviation Administration (FAA) in funding and oversight. Councilor Spickelmire expressed interest in meeting with the Nez Perce County Board of County Commissioners to gather their input and discuss options.

Council agreed that Mayor Johnson and City Clerk Brocke will coordinate with the Nez Perce County Board of County Commissioners to schedule a special joint meeting to discuss the airport.

H. **<u>BUDGET DISCUSSION</u>:** Discussion of the City's budget, as requested by Councilor Spickelmire at the February 9, 2026 City Council meeting - Action Item (Councilor John Spickelmire)

City Treasurer/Finance Director Aimee Gordon provided an overview of the budget process, including certification, publication deadlines, public hearings, and Council review. Discussion focused on reviewing budget details in advance, providing Council with the opportunity to ask questions and make recommendations before ordinance readings, and understanding department needs and the Mayor's priorities for Fiscal Year 2027. Council was encouraged to submit topics or questions in advance to support productive budget discussions.

V. <u>UNFINISHED AND NEW BUSINESS</u>

A. **<u>CITY COUNCILOR COMMENTS:</u>** 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.

None.

B. **<u>CITY BOARDS AND COMMISSIONS LIAISON UPDATES</u>**

None.

C. **MAYOR COMMENTS**

Mayor Johnson read a note from Carolyn Eads stating her gratitude for the Council.

D. **AGENDA TOPICS:** - Action Item

None.

VI. **ADJOURNMENT** - Action Item

There being no further business to come before the Lewiston City Council, Council President Kleeburg and Councilor Spickelmire moved and seconded, respectively, to adjourn the March 2, 2026 Work Session. The motion carried 6-0 and the meeting adjourned at 5:39 p.m.

____
Daniel G. Johnson, Mayor

____
Tanya M. Brocke, City Clerk

March 9, 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 Kassee Forsmann; Councilor Jessica Klein; Councilor Bryan Moree; Councilor John Spickelmire; Councilor Matt Wright.

II. PLEDGE OF ALLEGIANCE

Mayor Johnson led the Pledge of Allegiance.

III. CITIZENS COMMENTS

Linnea Noreen, a Lewiston resident, introduced herself to Council and thanked them for considering her appointment to the Urban Renewal Agency.

John Michael, a Lewiston resident, expressed concern about the legal issue with the Profitt's and suggested Council meet with developers to work out issues.

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 Kassee Forsmann)

Councilor Forsmann thanked Ms. King for providing the information and explained she had requested the presentation to provide Council with information regarding the statistics.

Michelle King provided a presentation and statistics regarding the Point-In-Time count, which is a count of sheltered and unsheltered people experiencing homelessness on a single night in January, required by the U.S. Department of Housing and Urban Development.

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

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

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

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

Mayor Johnson moved to approve the appointment of Linnea Noreen to a four (4) year term on the Urban Renewal Agency. Councilor Forsmann seconded, and the motion carried 6-0.

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)

Councilors Spickelmire and Forsmann moved and seconded, respectively, to approve Resolution 2026-04. ***ROLL CALL VOTE: VOTING AYE: Kleeburg; Wright; Forsmann; Klein; Moree; Spickelmire.***

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)

Councilors Forsmann and Klein moved and seconded, respectively, to approve Resolution 2026-10. ***ROLL CALL VOTE: VOTING AYE: Kleeburg; Wright; Forsmann; Klein; Moree; Spickelmire.***

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)

Councilors Spickelmire and Wright moved and seconded, respectively, to authorize the use of $104,430 from the Assigned Building Fund to complete maintenance projects at Bert Lipps Pool. ***ROLL CALL VOTE: VOTING AYE: Kleeburg; Wright; Forsmann; Klein; Moree; Spickelmire.***

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)

Councilor Spickelmire and Council President Kleeburg moved and seconded, respectively, to award IFB-26-009, Transfer Station Access & Wild Dove cul-de-sac project to M.L. Albright & Sons, Inc., in the amount of $231,526.40, and authorize the Mayor to execute the contract. ***ROLL CALL VOTE: VOTING AYE: Kleeburg; Wright; Forsmann; Klein; Moree; Spickelmire.***

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)

Councilors Wright and Forsmann moved and seconded, respectively, to approve Resolution 2026-09. ***ROLL CALL VOTE: VOTING AYE: Kleeburg; Wright; Forsmann; Klein; Moree; Spickelmire.***

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)

Council President Kleeburg and Councilor Wright moved and seconded, respectively, to approve Task Order No. 2026-1 in the amount of $221,476 with Stantec Consulting Services, Inc., for the WR086 WTP Alkalinity Addition and authorize the Mayor to sign the task order. ***ROLL CALL VOTE: VOTING AYE: Kleeburg; Wright; Forsmann; Klein; Moree; Spickelmire.***

H. <u>RESOLUTION 2026-05</u>: Considering adopting the City of Lewiston 2026 Transportation Capital Improvement Plan - Action Item (Public Works Director Dustin Johnson)

Councilors Klein and Forsmann moved and seconded, respectively, to approve Resolution 2026-05. ***ROLL CALL VOTE: VOTING AYE: Kleeburg; Wright; Forsmann; Klein; Moree. VOTING NAY: Spickelmire.***

I. <u>LOCAL PROFESSIONAL SERVICES AGREEMENT FOR PROJECT # A013(443)</u>: 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)

Councilors Wright and Forsmann moved and seconded, respectively, to approve the Local Professional Services Agreement Project for No. A013(443) Snake River Ave: Southway Bridge to 11th Ave, between the City of Lewiston and JUB Engineers, Inc., in an amount not to exceed $580,775 and authorize the Mayor to execute the agreement. ***ROLL CALL VOTE: VOTING AYE: Kleeburg; Wright; Forsmann; Klein; Moree; Spickelmire.***

J. <u>ORDINANCES</u>

1. <u>SECOND READING</u>

a. <u>ORDINANCE 4956</u>: 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)

Council discussed the proposed amendments, including the 18.5% one-time increase and consideration of the Consumer Price Index (CPI) and Producer Price Index (PPI) adjustments. Councilors noted the need for additional clarity on the calculations, operational cost differences, and budget implications before finalizing the agreement. City Attorney Tengono reminded Council that the decision on the ordinance, whether as written or amended, should be based on the information provided, and any dissatisfaction could be reflected in their vote.

Councilors Klein and Wright moved and seconded, respectively, to approve the second reading of Ordinance 4956 by title only.

Councilor Spickelmire moved to revise the amendment to the Franchise Agreement by removing Sections 9 and 10, as well as Exhibits A and B, and renumbering the remaining sections. Councilor Forsmann seconded, and the motion passed 5-1, with Councilor Wright opposed.

There being no further amendments, the main motion passed 5-1, with Council President Kleeburg opposed.

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.

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.

Councilor Forsmann encouraged everyone to watch the Living Lewiston Podcast about Lewiston City Code Chapter 2 featuring City Attorney Tengono.

B. CITY BOARDS AND COMMISSIONS LIAISON UPDATES

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

C. <u>MAYOR COMMENTS</u>

Mayor Johnson introduced Library Administrative Assistant/Building Coordinator Bruno Alvino to speak about the art being displayed.

Mr. Alvino explained that the current exhibiting artist is William "Bill" Voxman and is based on his book *Sorrow to Elation: Our Shared Humanity.*

D. <u>AGENDA TOPICS</u>: - Action Item

IX. <u>ADJOURNMENT</u> - Action Item

There being no further business to come before the Lewiston City Council, Councilors Wright and Forsmann moved and seconded, respectively, to adjourn the March 9, 2026 Regular Meeting. The motion carried 6-0 and the meeting adjourned at 7:39 p.m.

____
Daniel G. Johnson, Mayor

____
Tanya M. Brocke, City Clerk

Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
A & R CONSTRUCTION INC	1E+05	2/19/2026	WATER	PW-WTP-PULL PUMP AT SOUTHPORT #1	$740.00
ACROSS THE STREET PRODUCTIONS INC DBA BLUE CARD BSHIFTER	1E+05	2/19/2026	FIRE	FIRE - ACROSS THE STREET PROD - TRAINING	$385.00
				FIRE - ACROSS THE STREET PRODUCTIONS - RENEWAL	$2,870.40
AIRBRIDGE BROADBAND LLC	1E+05	2/19/2026	WATER	AIRBRIDGE WIRELESS INTERNET - PW	$149.00
			WSTWTR	AIRBRIDGE WIRELESS INTERNET - PW	$144.00
ALBERTSONS COMPANIES INC	4E+05	2/19/2026	HR	EMPLOYEE FLU SHOT CLINIC	$4,936.00
ALWAYS TOWING LLC	4E+05	2/19/2026	POLICE	BPO PD TOW SERVICE FOR TOWS TO 16TH AVE STORAGE/EV	$230.00
AMANDA TALBOTT	1E+05	2/12/2026	POLICE	MEALS: TALBOTT ID LAW ENFORCEMENT PUBLIC RECORDS	$68.00
AMAZON CAPITAL SERVICES	1E+05	2/19/2026	FIRE	FIRE - AMAZON - CALL LIGHT - MOWERY	$57.31
				FIRE - AMAZON - EMS SUPPLIES	$82.68
			LEGAL	AMAZON; iPHONE CASE, SCREEN PROT, WALL CALENDAR	$60.28
			LIBRARY	BPO - LIB - OFFICE SUPPLIES	$55.09
				BPO - LIB - VIDEO GAMES	$64.99
			PARKSFAC	PRK ADMIN - AMAZON - OFFICE CHAIRS	$239.88
			POLICE	PD- 6 WHITE PLASTIC STORAGE BASKETS	$28.97
				PD-4 SHOWER CURTAINS FOR MENS SHOWER ROOM DOWNSTAI	$42.10
				PD-DRY ERASE BOARD FOR DISPATCH	$26.97
				PD-FPV DRONE WITH CAMERA FOR ADULTS 4K AND A BATTE	$1,205.50
			TRANSITOP	BPO- TRANSIT OPERATING AND SAFETY SUPPLIES	$219.89
			TRNSPN	PW - ST/TR - ERGODYNE 8351 JACKETS: VARIOUS	$208.92
			WATER	PW-WA-CLOCK BATTERY BACKUP AND CHARGE BLOCK	$40.78
			WSTWTR	PW-WWC-WEBCAMS (2)	$74.30
ANATEK LABS INC	4E+05	2/19/2026	WATER	PW-WTP-BPO SAMPLING ANALYSIS FOR COMPLIANCE	$1,380.00
			WSTWTR	BPO-PW-IPT-BPO SAMPLING ANALYSIS FOR COMPLIANCE	$607.00
ANTHONY H SEUBERT	1E+05	2/19/2026	RECREATION	BPO -SNR NUTR - SEUBERT, TONY - REIMBURSEMENT	$275.50
ARTBEAT INC	4E+05	2/19/2026	RECREATION	REC - ARTBEAT - ADULT BASKETBALL CHAMPION SHIRTS	$455.70
				REC - ARTBEAT - FUTSAL JERSEY	$14.74
ATLAS SAND & ROCK	1E+05	2/19/2026	WATER	PW-WD-BPO PW DISTRIB GRAVEL FOR MISC REPAIRS	$5,721.57
AUSTIN BROWN	1E+05	2/19/2026	FIRE	BPO FIRE - DR. AUSTIN BROWN - MEDICAL CONTROL	$3,151.88
B&H FOTO & ELECTRONICS CORP	1E+05	2/19/2026	INFOSYSTMS	NETWORK WALL RACK	$926.98
BINGMAN ENTERPRISES INC DBA KNB FIRE	1E+05	2/19/2026	FLTMAINT	ANNUAL PUMP TESTING	$1,950.00

BLUE RIBBON LINEN SUPPLY INC	1E+05	2/19/2026	FIRE	BPO FIRE - BLUE RIBBON - LAUNDRY SERVICE	$1,145.62
			WSTWTR	PW-WWTP-BPO JANITORIAL SUPPLIES	$73.05
BRIAN E WARD DBA GUMBY ENTERPRISES INC	1E+05	2/19/2026	FLTMAINT	BPO- FLEET- TOOLS & SUPPLIES	$220.00
CDW GOVERNMENT LLC	1E+05	2/19/2026	POLICE	PD-BROTHER HL-L3280CDW PRINTER FOR ACO WILLEY	$332.05
CED - CONSOLIDATED ELECTRICAL DISTRIBUTORS	4E+05	2/19/2026	PARKSFAC	BPO - FAC - CED/CONSOLIDATED ELEC - ELECTRIC SUP	$347.75
CINTAS CORPORATION #606	1E+05	2/19/2026	FLTMAINT	BPO- FLEET- UNIFORM RENT & LAUNDRY	$143.61
			PARKSFAC	BPO - PKS - CINTAS - UNIFORMS AND CLEANING SUPP.	$32.79
CITY OF LEWISTON	3828	2/12/2026	CEMETERY	JANUARY 2025 WATER/SEWER/GARBAGE	$39.00
			COMDEV	JANUARY 2025 WATER/SEWER/GARBAGE	$172.71
			LIBRARY	JANUARY 2025 WATER/SEWER/GARBAGE	$472.20
			PARKSFAC	JANUARY 2025 WATER/SEWER/GARBAGE	$13,490.88
			POLICE	JANUARY 2025 WATER/SEWER/GARBAGE	$47.05
			SANITATION	JANUARY 2025 WATER/SEWER/GARBAGE	$453.76
			STMWTR	JANUARY 2025 WATER/SEWER/GARBAGE	$26.64
			TRANSITOP	JANUARY 2025 WATER/SEWER/GARBAGE	$54.21
			TRNSPN	JANUARY 2025 WATER/SEWER/GARBAGE	$29,223.74
			WATER	JANUARY 2025 WATER/SEWER/GARBAGE	$1,190.25
			WSTWTR	JANUARY 2025 WATER/SEWER/GARBAGE	$2,552.69
CITY OF LEWISTON EMPLOYEE BENEFIT PLAN TRUST	1E+05	2/19/2026	ADMSVC	Payroll Run 1 - Warrant 021926	$412,222.36
CITY OF LEWISTON EMPLOYEE BENEFIT- CAFETERIA PLAN	1E+05	2/19/2026	ADMSVC	Payroll Run 1 - Warrant 021926	$9,109.94
CLEARWATER CLEANING SERVICES CORP	4E+05	2/19/2026	PARKSFAC	BPO-FAC - CLEARWATER CLEANING SERVICE	$4,245.00
CLEARWATER HYDRAULICS LLC	4E+05	2/19/2026	FLTMAINT	REPL HYD LINE & FITTINGS FOR #463 SWEEPER	$702.34
CNR ENTERPRISES LLC	4E+05	2/19/2026	WATER	BPO-PW-WD FOR EMERGENCY ASPHALT PATCHES	$2,900.00
CODY BLOOMSBURG	1E+05	2/12/2026	POLICE	MEALS: C. BLOOMSBURG UNDERCOVER ONLINE INVESTIGATI	$136.00
COLEMAN OIL COMPANY LLC DBA COLEMAN OIL COMPANY	1E+05	2/19/2026	COMDEV	CP-0357789 BILL DATE 2/8/26	$41.14
			FIRE	CP-0357789 BILL DATE 2/8/26	$1,497.73
			FLTMAINT	BPO- FLEET- LUBE PRODUCTS & CAR WASHES	$64.00
				CP-0357789 BILL DATE 2/8/26	$55.02
			INFOSYSTMS	CP-0357789 BILL DATE 2/8/26	$62.27

			LEGISLATIV	CP-0357789 BILL DATE 2/8/26	$10.57
			PARKSFAC	CP-0357789 BILL DATE 2/8/26	$508.51
			POLICE	CP-0357789 BILL DATE 2/8/26	$2,000.27
			SANITATION	BPO - SAN - FY26 FUEL FOR SDI HAUL	$531.77
				BPO - TS - FUEL	$195.62
			STMWTR	CP-0357789 BILL DATE 2/8/26	$289.48
			TRANSITOP	CP-0357789 BILL DATE 2/8/26	$1,260.02
			TRNSPN	CP-0357789 BILL DATE 2/8/26	$1,238.60
			WATER	CP-0357789 BILL DATE 2/8/26	$380.82
				PW-WTP-BPO GENERATOR FUEL	$812.18
				PW-WTP-BPO OIL FOR PUMPS	$3,260.23
			WSTWTR	CP-0357789 BILL DATE 2/8/26	$346.31
COLLIER ELECTRIC LLC	1E+05	2/19/2026	WSTWTR	BPO-PW-WWTP-ONCALL ELEC SRVS	$4,126.47
CONTINENTAL AMERICAN INSURANCE COMPANY DBA AFLAC GROUP	1E+05	2/19/2026	ADMSVC	Payroll Run 1 - Warrant 021926	$1,059.90
CURRY INCORPORATED	1E+05	2/19/2026	PARKSFAC	PKS - CURRY CONSTRUCTION - MOLE P UND PATH CC	$565.00
D & D MCLAUGHLIN LLC DBA MUD ON THE FLY	1E+05	2/19/2026	WATER	BPO-PW-WD CONCRETE FOR MISC JOBS	$305.00
DEMCO INC	1E+05	2/19/2026	LIBRARY	BPO - LIB - CATALOGING SUPPLIES	$502.38
DIGLINE INC	1E+05	2/19/2026	WATER	PW-W/WW BPO LOCATE SERVICES	$175.50
			WSTWTR	PW-W/WW BPO LOCATE SERVICES	$175.50
DOUBLE DIAMOND CONSTRUCTION	1E+05	2/19/2026	PARKSFAC	PF033 - PKS - DOUBLE DIAMOND CONST. - PB SHELTER	$61,321.98
DRUG TESTING ANALYTICS LLC DBA MINERT & ASSOCIATES	4E+05	2/19/2026	HR	BPO - DRUG TESTING SERVICES FOR NEW HIRES AND RAND	$160.00
EFTPS	3873	2/19/2026	ADMSVC	Payroll Run 1 - Warrant 021926	$166,093.82
ELM USA INC	1E+05	2/19/2026	LIBRARY	BPO - LIB DISC CLEANING SUPPLIES	$144.95
EMPOWER TRUST COMPANY LLC	3875	2/19/2026	ADMSVC	Payroll Run 1 - Warrant 021926	$41,233.98
EMSCONNECT LLC	1E+05	2/19/2026	FIRE	BPO FIRE - EMS CONNECT - ANNUAL RENEWAL	$422.50
ERB'S ACE HARDWARE LLC	1E+05	2/19/2026	FIRE	BPO FIRE - ERB HARDWARE - SUPPLIES	$16.29
			WATER	BPO-PW-WD OPERATING SUPPLIES: TOOLS & HARDWARE	$6.79
			WSTWTR	BPO-PW-WWCOLL SUPPLIES AND EQUIPMENT: PAINT, TA	$8.82
				BPO-PW-WWTP OPERATING AND CLEANING SUPPLIES	$23.25
FASTENAL COMPANY	1E+05	2/19/2026	PARKSFAC	BPO - PKS - FASTENAL - VENDING SUPPLIES @ SS	$207.51
FEDEX	1E+05	2/19/2026	WSTWTR	PW-WWTP-BPO SHIPPING CHARGES	$90.51
FERGUSON ENTERPRISES #3011	1E+05	2/19/2026	WATER	PW-WD-BPO WATERWORKS/PLUMBING FITTINGS/ACCESSORIE	$314.48
			WSTWTR	PW-WWTP-BPO PIPING PARTS AND RELATED ITEMS	$986.82
FERGUSON ENTERPRISES, LLC	1E+05	2/19/2026	PARKSFAC	FAC - FERGUSON - PARTS FOR POOL	$454.30
			WATER	PW-WD-BPO WATERWORKS/PLUMBING FITTINGS/ACCESSORIE	$29.25

Voucher's Payable

				PW-WD-NON INVENTORY; STOCK ITEMS; QUOTES ATTACHED	$218.89
				PW-WTP-BPO PIPING SUPPLIES	$78.42
			WSTWTR	WW034 LOSD PW-WWCOLL-BPO LIFT STATION MAINT PARTS	$90.84
FERNO WASHINGTON INC	4E+05	2/19/2026	FIRE	FIRE - FERNO - BATTERY	$764.00
FOP LEWIS CLARK LODGE #10	1E+05	2/19/2026	ADMSVC	Payroll Run 1 - Warrant 021926	$2,004.96
GATEWAY MATERIALS	1E+05	2/19/2026	WATER	PW-WTP-BPO METAL MATERIAL & FABRICATION	$113.80
GEHRING ELECTRIC	4E+05	2/19/2026	PARKSFAC	FAC - GEHRING ELECTRIC - FIRE ALARMS	$1,912.71
				FAC - GEHRING ELETRIC - FIRE ALARM INSPECTION	$2,105.00
GOVEXEC HOLDINGS LLC	4E+05	2/19/2026	COMDEV	TRAINING - HIGH PERFORMANCE LEADERSHIP	$3,000.00
			FINANCE	TRAINING - HIGH PERFORMANCE LEADERSHIP	$2,000.00
			FIRE	TRAINING - HIGH PERFORMANCE LEADERSHIP	$2,000.00
			TRANSITOP	TRAINING - HIGH PERFORMANCE LEADERSHIP	$1,000.00
GRAINGER	4E+05	2/19/2026	WATER	TR032 PW EXPO - WATER PLANT MODEL PARTS	$476.40
H & H BUSINESS SYSTEMS	1E+05	2/19/2026	RECREATION	BPO - REC - H & H - COPIER MAINTENANCE CONTRACT	$79.23
H D FOWLER COMPANY INC	4E+05	2/19/2026	WATER	WR043 SW BOOSTER - 4" VALVES; QUOTE ATTACHED	$4,584.13
				WR043 SW BOOSTER 12"*0*11" FLANGE SPOOL	$4,497.66
				WR527 9TH AVE; 11-13TH; PARTS; QUOTE ATTACHED	$20,535.24
HACH COMPANY	1E+05	2/19/2026	WATER	BPO-PW-WTP- FOR PLANT EQUIPMENT/INSTRUMENTS/LAB	$475.04
HAHN SUPPLY	1E+05	2/19/2026	PARKSFAC	BPO - FAC - HAHN - MAINTENANCE TOOLS	$133.62
HILTY BOWER HAWS & SEABLE PLLC	1E+05	2/19/2026	WSTWTR	WW063 ADMIN BLDG PROCUREMENT ASSISTANCE	$450.00
HOME DEPOT CREDIT SERVICES	1E+05	2/19/2026	EXECUTIVE	POC: EQUIPMENT FOR PODCAST STUDIO	$166.66
			INFOSYSTMS	BPO - ISS - TOOLS AND SUPPLIES HOME DEPOT	$41.21
			LIBRARY	BPO - LIB - BUILDING SUPPLIES	$42.64
				LIB - SHELVING UNITS	$298.00
			PARKSFAC	FAC - HOME DEPOT - 2 PART EPOXY	$243.63
				PKS - HOME DEPOT - DUGOUT SUPPLIES	$295.90
			TRNSPN	BPO - ST/TR - OPERATING SUPPLIES	$138.24
			WATER	WR043 SW BOOSTER - PARTS	$369.95
			WSTWTR	BPO-PW-WWCOLL- SUPPLIES, POWER AND HAND TOOLS	$11.31
I A F F - LOCAL #1773	1E+05	2/19/2026	ADMSVC	Payroll Run 1 - Warrant 021926	$3,149.00
IDAHO CHILD SUPPORT RECEIPTING	1E+05	2/19/2026	ADMSVC	Payroll Run 1 - Warrant 021926	$270.00
IDAHO STATE TAX COMMISSION	1E+05	2/12/2026	LIBRARY	JANUARY 2026 SALES TAX	$226.99
			RECREATION	JANUARY 2026 SALES TAX	$827.84

			SANITATION	JANUARY 2026 SALES TAX	$2,060.24
	1E+05	2/19/2026	ADMSVC	Payroll Run 1 - Warrant 021926	$27,642.00
	1E+05	2/19/2026	ADMSVC	Payroll Run 1 - Warrant 021926	$538.71
IDAHO TRUCK SALES CO	1E+05	2/19/2026	FLTMAINT	BPO- FLEET- REPAIR PARTS & REPAIRS	$101.07
IMAGE DESIGN CENTER	1E+05	2/19/2026	LIBRARY	LIB - LIBRARY DOOR DECALS	$130.00
INGRAM LIBRARY SERVICES	4E+05	2/19/2026	LIBRARY	BPO - LIB - ADULT BOOKMOBILE BOOK ORDERS	$358.07
				BPO - LIB - ADULT FICTION	$472.52
				BPO - LIB - FIRST FLOOR ADULT NONFICTION	$129.88
				BPO - LIB - JUVENILE BOOKMOBILE BOOK ORDERS	$233.75
				BPO - LIB - JUVENILE FICTION	$492.42
				BPO - LIB - JUVENILE NON FICTION ORDERS	$311.98
				BPO - LIB - LARGE PRINT BOOK ORDERS	$171.67
				BPO - LIB - TEEN FICTION	$11.61
INTERNATIONAL CODE COUNCIL INC	1E+05	2/19/2026	FIRE	FIRE - ICC - 2024 CODE BOOKS	$2,558.62
JAMES ALLEN	1E+05	2/12/2026	POLICE	MEALS: J. ALLEN NEW DETECTIVE & CRIMINAL INVESTIGA	$430.00
JEFF KLONE	1E+05	2/12/2026	POLICE	MEALS: J. KLONE ID LAW ENFORCEMENT PUBLIC RECORDS	$68.00
JOHN'S SAW SERVICE	4E+05	2/19/2026	PARKSFAC	BPO - PKS - JOHN'S SAW - REPAIRS/OIL	$149.39
			WATER	BPO-PW-WD- SERVICE SMALL EQUIPMENT REPAIRS	$35.98
JON ADAMS	1E+05	2/19/2026	RECREATION	SNR NUTR - ADAMS, JOHN - DRIVING REIMBURSMENT	$156.60
LARGENTS INC	1E+05	2/19/2026	PARKSFAC	FAC - LARGENT'S - FRIDGE FOR CC	$827.00
LATAH SANITATION INC	1E+05	2/19/2026	CEMETERY	BPO - PKS - LATAHSANI (INL N. WASTE) - PORT TOILT	$83.00
			PARKSFAC	BPO - PKS - LATAHSANI (INL N. WASTE) - PORT TOILT	$1,459.66
			SANITATION	BPO - SAN - FY26 MONTHLY YW COMPOSTING SRVCS	$19,844.11
			WSTWTR	PW-WWTP-BPO BIOSOLIDS DISPOSAL	$16,031.75
LAWSON PRODUCTS INC	1E+05	2/19/2026	FLTMAINT	BPO- FLEET- REPAIR PARTS & SUPPLIES	$192.91
LEAH SCHMIDT	1E+05	2/12/2026	POLICE	MEALS: SCHMIDT ID LAW ENFORCEMENT PUBLIC RECORDS	$68.00
LEATHAM FAMILY LLC DBA SYMBOLARTS LLC	4E+05	2/19/2026	POLICE	BPO PD OFFICER AND PROMOTIONAL BADGES; CAN ALSO BE	$115.00
LES SCHWAB TIRE CENTER	1E+05	2/19/2026	FLTMAINT	BPO- FLEET- REPAIR PARTS & OSL	$188.91
LEWISTON-NEZ PERCE COUNTY AIRPORT AUTHORITY	4E+05	2/19/2026	COMDEV	CD-SECURITY BADGES/AOA BADGE TO ACCESS AIRPORT PR	$390.00
LINDSEY GUMP	1E+05	2/12/2026	POLICE	MEALS: L. GUMP ID LAW ENFORCEMENT PUBLIC RECORDS	$68.00
LUPER AUTOMOTIVE INC	4E+05	2/19/2026	FLTMAINT	BPO- FLEET- REPAIR PARTS & OSL	$92.59
M L ALBRIGHT & SONS	4E+05	2/19/2026	STMWTR	SM100 STORM-20TH/POWERS DRAINAGE SWALE INSTALL	$1,440.00

MCCUNE'S INSTRUMENTS INC	1E+05	2/19/2026	WATER	PW-WD-RECALIBRATION OF BACKFLOW DEVICES	$175.26
MIDWEST TAPE LLC	1E+05	2/19/2026	LIBRARY	BPO - LIB - ADULT DVD ORDERS	$219.65
				BPO - LIB - JUVENILE DVD ORDERS	$41.22
MISC CUSTOMER REFUND	1E+05	2/12/2026	ECONDEV	MARY YATES CDBG-HRP YATES-FINAL PAYMENT	$8,100.00
	1E+05	2/12/2026	ECONDEV	PRO PROP MANAGEMENT CDBG-L1SD	$797.00
	1E+05	2/12/2026	ECONDEV	REILLEE SIMMONS CDBG-L1SD-RENT	$1,140.00
	1E+05	2/19/2026	RECREATION	B.ULRICH:FUTSAL(INDOOR SOCCER)OFFICIATING-1/31-2/7	$385.00
	1E+05	2/19/2026	RECREATION	I LEGG: FUTSAL REFEREE CERIFICATION FEES	$61.94
	1E+05	2/19/2026	RECREATION	I LEGG: FUTSAL (INDOORSOCCER) OFFICIATING - 2/14	$105.00
	1E+05	2/19/2026	RECREATION	J LEGG: FUTSAL(INDOORSOCCER)OFFICIATING - 2/14	$140.00
	1E+05	2/19/2026	RECREATION	J LEGG: FUTSAL REFEREE CERTIFICATION FEES	$61.94
	1E+05	2/19/2026	RECREATION	K LEGG: FUTSAL(INDOORSOCCER)OFFICIATING - 2/14	$105.00
	1E+05	2/19/2026	RECREATION	K LEGG: FUTSAL REFEREE CERTIFICATION FEES	$61.94
	1E+05	2/19/2026	RECREATION	K CARPENTER: BASKETBALL OFFICIATING - 2/1	$140.00
	1E+05	2/19/2026	RECREATION	L WAY: BASKETBALL OFFICIATING - 2/15	$245.00
	1E+05	2/19/2026	TRNSPN	M REPP: REFUND FOR DOUBLE PAY INVOICE #6761	$542.78
	1E+05	2/19/2026	RECREATION	TULRICH:FUTSALL(INDOORSOCCER)OFFICIATING-1/31-2/14	$455.00
MOTION AUTO SUPPLY	4E+05	2/19/2026	FLTMAINT	BPO- FLEET- REPAIR PARTS & SUPPLIES	$95.76
MOTION INDUSTRIES INC	1E+05	2/19/2026	WSTWTR	BPO-PW-WWTP- BEARINGS/POWER TRANSMISSION PARTS	$129.57
NAPA AUTO PARTS	1E+05	2/19/2026	FLTMAINT	BPO- FLEET- REPAIR PARTS & SUPPLIES	$259.60
			FLTMAINT	BPO- FLEET- REPAIR PARTS & SUPPLIES	$468.19
NATIONWIDE RETIREMENT	3871	2/19/2026	ADMSVC	Payroll Run 1 - Warrant 021926	$15,445.83
NATIONWIDE-RESERVE	3874	2/19/2026	ADMSVC	Payroll Run 1 - Warrant 021926	$1,154.88
NEZ PERCE COUNTY SHERIFF	1E+05	2/19/2026	ADMSVC	Payroll Run 1 - Warrant 021926	$454.94
NORCO INC	4E+05	2/19/2026	FIRE	BPO FIRE - NORCO - OXYGEN SUPPLIES	$938.72
NORTH 40 OUTFITTERS	1E+05	2/19/2026	COMDEV	CD-R. HARPER OVERALLS/PANTS	$144.94
			FLTMAINT	BPO- FLEET- REPAIR PARTS & SUPPLIES	$169.98
			PARKSFAC	BPO - PKS - NORTH 40 - MISC SUPPLIES, CITY PARKS	$55.16
			WATER	PW-WD-BPO OPERATING SUPPLIES: TOOLS & HARDWARE;	$12.99
				PW-WTP-BPO OPERATING SUPPLIES	$174.83

			WSTWTR	BPO-PW-WWTP-OPERATING SUPPLIES: TOOLS & HARDWAR	$167.86
				PW-WWCOLL-BPO OPERATING SUPPLIES: TOOLS & HARDW	$892.98
ODP BUSINESS SOLUTIONS LLC	1E+05	2/19/2026	LIBRARY	BPO - LIB - COPY PAPER	$122.31
				BPO - LIB - OFFICE SUPPLIES	$81.08
			POLICE	BPO PD OFFICE SUPPLIES TO INCLUDE PENS, PAPER, FIL	$134.89
			TRANSITOP	BPO- TRANSIT OFFICE SUPPLIES	$15.67
			WATER	BPO-PW-WTP OFFICE SUPPLIES	$49.37
O'REILLY AUTO PARTS	1E+05	2/19/2026	FLTMAINT	BPO- FLEET- REPAIR PARTS & SUPPLIES	$59.87
			FLTMAINT	BPO- FLEET- REPAIR PARTS & SUPPLIES	$13.99
			PARKSFAC	FAC - O'REILLY - POWER BELT FOR THE FURNACE AT SC	$24.88
OWEN EQUIPMENT	1E+05	2/19/2026	FLTMAINT	BPO- FLEET- REPAIR PARTS	$361.90
OXARC	1E+05	2/19/2026	FIRE	BPO FIRE - OXARC - CYLINDER RENTAL	$24.14
			WATER	BPO-PW-WD- FABRICATION AND WELDING TOOLS	$29.72
			WSTWTR	BPO-PW-WWC- PERSONNEL SAFETY SUPPLIES; GLOVES,	$196.42
PAPE MACHINERY INC	1E+05	2/19/2026	FLTMAINT	BPO- FLEET- REPAIR PARTS	$29.24
PERSI	3872	2/19/2026	ADMSVC	Payroll Run 1 - Warrant 021926	$191,155.19
PRINTCRAFT PRINTING	4E+05	2/19/2026	FINANCE	FIN - ACFR COVERS AND TABS	$95.00
				FIN- #9 SECURITY WINDOW ENVELOPES	$915.00
			POLICE	PD-75 CODE BOOKS FOR EASY REFERENCE FOR OFFICERS	$440.00
				PD-NOTARY STAMP FOR AMANDA TALBOTT	$45.00
PSYCHOLOGICAL DIMENSIONS LLC DBA STONE, MCELROY & ASSOCIATES	4E+05	2/19/2026	POLICE	PD-PRE EMPLOYMENT EVALUATIONS FOR J. KING AND I. H	$900.00
RELIANCE STANDARD LIFE INSURANCE COMPANY	1E+05	2/19/2026	ADMSVC	Payroll Run 1 - Warrant 021926	$8,735.47
RICOH USA INC	1E+05	2/19/2026	LIBRARY	BPO - LIB - LEASE FEES	$181.20
			TRANSITOP	BPO- TRANSIT PRINTER RENTALS	$134.76
			WATER	BPO-PW-WTP- RICOH IM C4500 LEASE PAYMENT	$161.95
			WSTWTR	BPO-PW-WWCOLL-RICOH IM C4500 LEASE PAYMENT	$158.18
	1E+05	2/19/2026	LIBRARY	BPO - LIB - COPY FEES	$487.32
			POLICE	BPO PD COPY FEES FOR COPY ROOM MACHINE	$82.93
			SANITATION	BPO - PW - MPC4503 COPIER MAINTENANCE	$7.46
			STMWTR	BPO - PW - MPC4503 COPIER MAINTENANCE	$7.46
			TRANSITOP	BPO- TRANSIT PRINTER COPIES	$22.27
			TRNSPN	BPO - PW - MPC4503 COPIER MAINTENANCE	$175.20
			WATER	BPO - PW - MPC4503 COPIER MAINTENANCE	$1.87

			WSTWTR	BPO - PW - MPC4503 COPIER MAINTENANCE	$1.86
ROBERT KENT	1E+05	2/12/2026	POLICE	CRPL KENT BROKEN GLASSES DURING SHIFT REIMBURSMENT	$52.50
ROGERS MOTORS LLC DBA ROGERS CHRYSLER JEEP DODGE RAM LLC	1E+05	2/19/2026	FLTMAINT	BPO- FLEET- REPAIR PARTS & REPAIRS	$95.40
SANITARY DISPOSAL INC DBA SUNSHINE DISPOSAL & RECYCLING	4E+05	2/19/2026	SANITATION	BPO - SAN - FY26 ANNUAL CURBSIDE COLLECTION	$286,664.94
				BPO - SAN - FY26 CARDBOARD AT CITY FACILITIES	$105.00
				BPO - SAN - FY26 PROCESSING SINGLE STREAM RECY	$6,887.65
				BPO - SAN - FY26 TONNAGE HAUL	$27,733.90
SCHUMANN ENTERPRISES INC DBA EMPIRE PRESSURE WASH	4E+05	2/19/2026	TRANSITOP	BPO- TRANSIT BUS WASHING	$145.00
SPARKLIGHT	4E+05	2/19/2026	STMWTR	BPO - PW DEPT - SURVEY STATION COST SHARE	$32.96
			TRNSPN	BPO - PW DEPT - SURVEY STATION COST SHARE	$32.96
			WATER	BPO - PW DEPT - SURVEY STATION COST SHARE	$32.97
			WSTWTR	BPO - PW DEPT - SURVEY STATION COST SHARE	$32.96
STERLING BATTERY COMPANY	1E+05	2/19/2026	FLTMAINT	BPO- FLEET- VEHICLE BATTERIES	$287.36
SUMMIT SAFETY LLC DBA HIVIS SUPPLY	1E+05	2/19/2026	STMWTR	PW - ST/TR & STMW - HI-VIS PPE: VARIOUS	$9.80
			TRNSPN	PW - ST/TR & STMW - HI-VIS PPE: VARIOUS	$60.19
THE UPS STORE	1E+05	2/19/2026	POLICE	BPO PD MAIL SERVICE	$408.72
TK ELEVATOR CORPORATION	1E+05	2/19/2026	PARKSFAC	FAC - TK ELEVATOR - BELL BUILDING	$2,479.64
TREASURER'S TRUST	1E+05	2/12/2026	FINANCE	STOP PAYMENT FOR LOST CHECK IN TREASURER'S TRUST	$35.00
TRIBUNE PUBLISHING CO	4E+05	2/19/2026	PARKSFAC	REC ADMIN - LEWISTON TRIBUNE - ANNUAL SUBSCRIPTIO	$228.80
			SANITATION	PW - SANI - ORD. 4956 PUBLICATION	$141.04
				TS005 WILD DOVE WAY IMP; IFB-26-009 AD 20366	$191.35
TRI-STATE HEALTH SERVICES	1E+05	2/19/2026	TRANSITOP	BPO- TRANSIT FOR DOT PHYSICALS	$300.00
TRI-STATE MEMORIAL HOSPITAL	1E+05	2/19/2026	POLICE	PD-PHYSICAL EXAMS FOR HOPPER, KING.	$180.00
TROUT & JONES PLLC	4E+05	2/19/2026	WATER	WR050 RAW INTAKE SITE C INTAKE - OUTSIDE COUNCIL	$19,545.00
TWIN COUNTY UNITED WAY	1E+05	2/19/2026	SETTLEMENT	CD-OPIOID SETTLEMENT-NPC DRUG TREATMENT COURTS	$1,882.49
UEMSI HTV INC	1E+05	2/19/2026	FLTMAINT	INV/ VACTOR SWIVEL SEAL KIT	$170.88
UNIFORMS2GEAR INC	4E+05	2/19/2026	POLICE	BPO PD UNIFORMS/NEW HIRE	$173.78
				BPO PD UNIFORMS/PATROL	$296.17
				PD-KUZIK, REESE, AND KLONE UPDATED CLASS A UNIFORM	$407.66
UNITED RENTALS (NORTH AMERICA), INC.	1E+05	2/19/2026	WSTWTR	BPO-PW-WWC- MISC EQUIPMENT RENTAL	$50.00

				WW051-WWC-SLA RAMMER AND VIBRATION PLATE; QUOTED	$4,400.00
URM STORES INC	4E+05	2/19/2026	HR	DRINKS, ICE, PLATES, ETC FOR FLAVORS OF HEALING EV	$94.10
			RECREATION	BPO SNR NUTR - URM - DAILY FOOD RUNS	$684.11
			WATER	BPO-PW-WD-OPERATING/BREAKROOM/CLEANING SUPPLIES	$36.58
			WSTWTR	BPO-PW-WWTP OPERATING/BREAKROOM/CLEANING SUPPLIES	$4.59
US FOODS - SPOKANE	1E+05	2/19/2026	RECREATION	BPO - REC - SNR NUTR - FOOD SUPPLY FOR MEAL PROGR	$346.80
VALLEY WASTE DISPOSAL LLC	1E+05	2/19/2026	SANITATION	BPO - SAN - FY26 NON-MUNICIPAL SW DISPOSAL	$9,642.15
VERIZON WIRELESS	1E+05	2/19/2026	WSTWTR	NEW IPAD - WWTP SCADA	$199.99
VWR INTERNATIONAL LLC	1E+05	2/19/2026	WSTWTR	BPO-PW-WWTP-LAB SUPPLIES; CONSUMMABLES; FILTERS	$443.44
W.M. SMITH & ASSOCIATES INC	1E+05	2/19/2026	PROPIMPR	PF036 - BERT LIPPS POOL LINER	$88,340.80
WALTER E NELSON SUPPLIES	1E+05	2/19/2026	PARKSFAC	BPO - FAC - WALTER NELSON - CUSTODIAL SUPPLIES	$1,896.34
WASHINGTON STATE SUPPORT REGISTRY	1E+05	2/19/2026	ADMSVC	Payroll Run 1 - Warrant 021926	$358.86
WAYSTAR	1E+05	2/19/2026	FIRE	BPO - FIRE - WAYSTAR - AMBULANCE BILLING	$263.00
WESTERN RECYCLERS INC	4E+05	2/19/2026	LIBRARY	BPO - LIB - RECYCLING SERVICES	$52.00
WESTERN STATES EQUIPMENT	1E+05	2/19/2026	FLTMAINT	BPO- FLEET- REPAIR PARTS	$345.64
WEX BANK	1E+05	2/19/2026	POLICE	BPO PD FUEL FOR UNMARKED DEPARTMENT VEHICLES	$229.64
ZACH THOMAS	1E+05	2/12/2026	POLICE	MEALS: Z. THOMAS UNDERCOVER ONLINE INVESTIGATION	$136.00
ZIEGLER BUILDING CENTER	1E+05	2/19/2026	WATER	BPO-PW-WD OPERATING/CONSTRUCTION SUPPLIES	$19.95
ZOLL MEDICAL CORPORATION GPO	1E+05	2/19/2026	FIRE	BPO FIRE - ZOLL MEDICAL - SUPPLIES	$553.56
				FIRE - ZOLL - BATTERIES	$4,551.12
Total					$1,625,638.71

Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
A & R CONSTRUCTION INC	122295	3/5/2026	WATER	WR043 COMM DR FILL FLOW METER - CRANE RENTAL	$1,540.00
AG-PRO	122296	3/5/2026	WSTWTR	PW-WWCOLL-BPO TRUCK REPLACEMENT PARTS	$18.72
AIPWP C/O ROBB MACDONALD, P.E., MSCE	122299	3/5/2026	TRNSPN	PW-ADMIN-D JOHNSON 2026 MEMBERSHIP DUES	$40.00
AMAZON CAPITAL SERVICES	122297	3/5/2026	CEMETERY	CEM - AMAZON - FLANGE WHEEL BALL BEARING	$26.97
			COMDEV	BPO-CD-OFFICE SUPPLIES-PAPER, PENS, RECEIPT PAPER	$62.00
			FIRE	FIRE - AMAZON - SUPPLIES	$58.96
			FLTMAINT	BPO- FLEET- REPAIR PARTS & OFFICE SUPPLIES	$81.16
			INFOSYSTMS	SURFACE MOUNTED ELECTRIC STRIKE	$289.00
			LIBRARY	BPO - LIB - VIDEO GAMES	$195.98
			PARKSFAC	PK ADMIN - AMAZON - LARGE BOARD & EASEL BOARD	$197.96
				REC ADMIN - AMAZON - 9 CUBBY STR & BANNER HOLDER	$82.98
			POLICE	PD- 6 WHITE PLASTIC STORAGE BASKETS	($21.98)
				PD-4 PAPER SIZED BASKETS FOR DISPATCH	$32.88
				PD-4 SHOWER CURTAINS FOR MENS SHOWER ROOM DOWNSTAI	($42.10)
				PD-4 SHOWER NON SEE THROUGH SHOWER CURTAINS	$2.11
				PD-DJI AVATA 2 TWO-WAY CHARGING HUB, COMPATIBILTY:	$59.00
				PD-GATOR EFX HARD FOLDING TONNEAU COVER FOR MORBEC	$656.98
				PD-IPAD CASE FOR SWAT DRONE IPAD	$34.98
				PD-IPHONE CASE AND SCREEN PROTECTOR FOR SUZANN	$23.98
				PD-SHOWER CURTAINS FOR THE MENS SHOWERS WITH CORRE	$53.93
				PD-VERTICAL MOUSE FOR Z. THOMAS`	$74.99
			RECREATION	REC - AMAZON - REUSABLE DECOR	$325.12
			SANITATION	PW-TS-POP UP CANOPY WITH WALLS	$169.98
			STMWTR	PW - STMW - PHONE CASE: SETH WILLIAMSON	$15.88
			TRANSITOP	BPO- TRANSIT OPERATING AND SAFETY SUPPLIES	$76.26
			TRNSPN	PW-ENG-PE STAMP (A MCCABE)	$33.05
				PW-GIS-KEYBOARDS (2)	$142.44
			WATER	PW-WA-CLOCK BATTERY BACKUP AND CHARGE BLOCK	$254.38
				PW-WD-LIGHT BAR FOR #376	$113.96
				PW-WD-POWER INVERTER FOR #376	$139.99
				PW-WD-RETRACTABLE EXTENSION CORD FOR #376	$39.98
				TR032 PW EXPO - WATER PLANT MODEL PARTS	$103.91

			WSTWTR	PW-WWTP-IPAD CASES (2)	$139.98
ANATEK LABS INC	401142	3/5/2026	WATER	PW-WTP-BPO SAMPLING ANALYSIS FOR COMPLIANCE	$710.00
			WSTWTR	BPO-PW-IPT-BPO SAMPLING ANALYSIS FOR COMPLIANCE	$800.00
				BPO-PW-WWTP-LAB SAMPLE ANALYSIS	$2,005.00
APPLIED INDUSTRIAL	122298	3/5/2026	WSTWTR	BPO-PW-WWTP- MAINT SUPPLIES FOR TREATMENT	$841.16
ARROW CONSTRUCTION SUPPLY LLC	401143	3/5/2026	TRNSPN	BPO - ST/TR - OPERATING SUPPLIES	$595.09
ASOTIN COUNTY LANDFILL	401144	3/5/2026	SANITATION	BPO - SAN - FY26 MONTHLY SOLID WASTE DISPOSAL	$118,935.30
			WSTWTR	BPO-PW-WWTP-FY26 MONTHLY DISPOSAL	$704.10
				PW - WWTP - JULY 2025 & AUGUST 2025 STMT RECON	$663.86
ATLAS BOILER & EQUIPMENT CO	122300	3/5/2026	WSTWTR	PW-WWTP-ANNUAL BOILER MAINTENANCE; QUOTE ATTACHED	$4,965.00
ATLAS COPCO COMPRESSORS LLC	401145	3/5/2026	WSTWTR	PW-WWTP-PARTS FOR COMPRESSOR #3	$598.38
ATLAS SAND & ROCK	122301	3/5/2026	TRNSPN	BPO - ST - DUTHIE MAG ROCK	$1,236.71
			WSTWTR	WW051 SEWER POINT REPAIR: 914 21ST ST; CDF	$155.23
BALL & BALL LLC DBA ROTO ROOTER	122369	3/5/2026	PARKSFAC	FAC - ROTO ROOTER - GREASE CLEANING AT CC	$425.00
BLUE RIBBON LINEN SUPPLY INC	122302	3/5/2026	POLICE	BPO PD RUG CLEANING FEES FOR FRONT LOBBY	$25.00
			WATER	PW-WTP/DISTR BPO LAUNDRY & JANITORIAL SUPPLIES	$311.70
BRANDON GUZMAN	122274	3/5/2026	WSTWTR	MEALS B. GUZMAN WWTP LAB SAMPLES	$50.00
BRETTON S WATSON DBA ABLE LOCKSMITH	401141	3/5/2026	WSTWTR	BPO-PW-WWCOLL LOCK & KEY SRVS	$60.00
				BPO-PW-WWTP LOCK & KEY SRVS	$130.00
BRIAN E WARD DBA GUMBY ENTERPRISES INC	122374	3/5/2026	FLTMAINT	BPO- FLEET- TOOLS & SUPPLIES	$66.95
BRIAN GARZA	122275	3/5/2026	WATER	MEALS B. GARZA 8HR BACKFLOW RECERTIFICATION	$68.00
BROEMELING STEEL & MACHINE	122303	3/5/2026	WSTWTR	PW-WWTP-NEW SEAL ON SLUDGE TRUCK BED #358	$1,135.00
BRYON DENNY DBA HELL'S CANYON UPFITTING AND SALES	401159	3/5/2026	FIRE	FIRE - HELLS CANYON UPFITTING - LIGHTBAR	$300.00
			FLTMAINT	LIGHTBARS FOR FY26 PATROL SUVS	$8,170.52
			POLICE	PD-CODE 3 SUPERVISOR BAR FOR DURANGO INTERIOR BAR	$150.00
CARGORAXX LLC	122304	3/5/2026	POLICE	PD-ELECTRONICS BOX	$3,305.00
CASSIE FRARY DBA SNAKE RIVER FOUR PAWS, LLC	122373	3/5/2026	POLICE	BPO PD BOARDING SERVICES FOR K9 ZIVA AND K9 QUINCY	$570.00
CDW GOVERNMENT LLC	122305	3/5/2026	INFOSYSTMS	RECEIPT PRINTERS AND INK	$2,829.01
			LEGAL	2 NEW ADOBE ACROBAT PRO LICENSES - PRORATED	$503.88
CED - CONSOLIDATED ELECTRICAL DISTRIBUTORS	401146	3/5/2026	PARKSFAC	BPO - FAC - CED/CONSOLIDATED ELEC - ELECTRIC SUP	$35.91
			WATER	PW-WTP-BPO ELEC ITEMS, LIGHT FIXTURES/BULBS/TOOLS	$23.40
CENTRAL ORCHARDS SEWER DISTRICT	122311	3/5/2026	PARKSFAC	UTILITY CHARGES	$174.18

CENTURYLINK	122306	3/5/2026	COMDEV	02/11/26 BILL DATE UTILITY CHARGES	$93.99
			FIRE	02/11/26 BILL DATE UTILITY CHARGES	$729.71
			INFOSYSTMS	02/11/26 BILL DATE UTILITY CHARGES	$565.28
			LIBRARY	02/11/26 BILL DATE UTILITY CHARGES	$57.99
			PARKSFAC	02/11/26 BILL DATE UTILITY CHARGES	$44.66
			POLICE	02/11/26 BILL DATE UTILITY CHARGES	$1,032.12
			TRANSITOP	02/11/26 BILL DATE UTILITY CHARGES	$182.00
			WATER	02/11/26 BILL DATE UTILITY CHARGES	$455.00
			WSTWTR	02/11/26 BILL DATE UTILITY CHARGES	$288.00
	122307	3/5/2026	INFOSYSTMS	2/16/26 BILL DATE UTILITY CHARGES	$32.74
CES	401147	3/5/2026	WATER	PW-WTP-BPO PLC REPAIR PARTS	$71.09
				WW099 WR099 SCADA SECURITY-FACTORYTALK DEPLOY	$36,255.00
			WSTWTR	PW-WWTP-BPO ELECTRICAL SUPPLIES	$1,110.64
				WW099 WR099 SCADA SECURITY-FACTORYTALK DEPLOY	$72,512.00
CINTAS CORPORATION #606	122308	3/5/2026	FLTMAINT	BPO- FLEET- UNIFORM RENT & LAUNDRY	$254.89
			PARKSFAC	BPO - PKS - CINTAS - UNIFORMS AND CLEANING SUPP.	$131.16
CITY OF LEWISTON EMPLOYEE BENEFIT-CAFETERIA PLAN	122286	3/5/2026	ADMSVC	Payroll Run 1 - Warrant 030526	$9,109.94
CIVICPLUS LLC	401148	3/5/2026	INFOSYSTMS	NEXTREQUEST	$9,710.16
CLEARWATER CLEANING SERVICES CORP	401149	3/5/2026	PARKSFAC	BPO-FAC - CLEARWATER CLEANING SERVICE	$4,245.00
CLEARWATER HYDRAULICS LLC	401150	3/5/2026	SANITATION	PW-TS-REPLACEMENT HYDRAULIC LINE	$76.88
COLEMAN OIL COMPANY LLC DBA COLEMAN OIL COMPANY	122309	3/5/2026	CEMETERY	CP-0360230 2/22/26 BILL DATE	$126.97
			COMDEV	CP-0358570 BILL DATE 2/15/26	$146.56
				CP-0360230 2/22/26 BILL DATE	$281.08
			FIRE	CP-0358570 BILL DATE 2/15/26	$1,438.44
				CP-0360230 2/22/26 BILL DATE	$1,426.50
			FLTMAINT	BPO- FLEET- LUBE PRODUCTS & CAR WASHES	$488.76
			FLTMAINT	CP-0358570 BILL DATE 2/15/26	$36.07
			LEGISLATIV	CP-0360230 2/22/26 BILL DATE	$19.71
			LIBRARY	CP-0358570 BILL DATE 2/15/26	$56.19
			PARKSFAC	CP-0358570 BILL DATE 2/15/26	$418.92
				CP-0360230 2/22/26 BILL DATE	$386.83
			POLICE	CP-0358570 BILL DATE 2/15/26	$2,080.77
				CP-0360230 2/22/26 BILL DATE	$2,059.50
			SANITATION	BPO - SAN - FY26 FUEL FOR SDI HAUL	$1,153.12
				BPO - TS - FUEL	$217.50
			STMWTR	CP-0358570 BILL DATE 2/15/26	$354.77
				CP-0360230 2/22/26 BILL DATE	$119.21

			TRANSITOP	CP-0358570 BILL DATE 2/15/26	$1,388.63
				CP-0360230 2/22/26 BILL DATE	$1,443.18
			TRNSPN	CP-0358570 BILL DATE 2/15/26	$973.97
				CP-0360230 2/22/26 BILL DATE	$885.48
			WATER	CP-0358570 BILL DATE 2/15/26	$521.85
				CP-0360230 2/22/26 BILL DATE	$227.85
			WSTWTR	CP-0358570 BILL DATE 2/15/26	$433.68
				CP-0360230 2/22/26 BILL DATE	$432.40
				PW-WWTP-BPO LUBE FOR MAINTENANCE & MOBILE OIL	$537.14
COLLIER ELECTRIC LLC	122310	3/5/2026	WATER	WR043 SLA CONTROL POWER PANEL AND TRANSFORMER	$9,899.00
			WSTWTR	WW034 SLA LOSD THAIN GRADE FLOW METER ENCLOSURE	$885.52
COMMERCIAL TIRE INC	401151	3/5/2026	FLTMAINT	OSL/ REPL 6 TIRES ON #015 RESCUE TRUCK	$2,574.00
CUES INC	122312	3/5/2026	WSTWTR	PW-WWCOLL-BPO MISC REPAIRS TO TRUCK EQUIP	$1,470.23
D & D MCLAUGHLIN LLC DBA MUD ON THE FLY	122313	3/5/2026	WSTWTR	PW-WWC-LIFT STATION CRANE BASES - CONCRETE	$1,430.00
DAVID EVANS AND ASSOCIATES INC	401152	3/5/2026	TRNSPN	TR036 BRYDEN AVE RECONSTRUCTION - SUPPLEMENTAL #2	$5,194.93
DELL MARKETING LP	122314	3/5/2026	INFOSYSTMS	LAPTOP DOCKS AND POWER ADAPTERS	$493.48
DOUBLE DIAMOND CONSTRUCTION	122315	3/5/2026	PARKSFAC	PF033 - PKS - DOUBLE DIAMOND CONST. - PB SHELTER	$24,482.71
EFTPS	3987	3/5/2026	ADMSVC	Payroll Run 1 - Warrant 030526	$175,182.36
EMERALD SERVICES INC	122316	3/5/2026	FLTMAINT	BPO- FLEET- ANTIFREEZE/ OIL DISPOSAL	$705.70
EMPOWER TRUST COMPANY LLC	3989	3/5/2026	ADMSVC	Payroll Run 1 - Warrant 030526	$40,697.07
ERB'S ACE HARDWARE LLC	122317	3/5/2026	WSTWTR	BPO-PW-WWCOLL SUPPLIES AND EQUIPMENT: PAINT, TA	$45.54
ERIK WILPONEN	122276	3/5/2026	WSTWTR	MEALS E. WILPONEN WWTP LAB SAMPLES	$50.00
FASTENAL COMPANY	122318	3/5/2026	PARKSFAC	BPO - PKS - FASTENAL - VENDING SUPPLIES @ SS	$46.56
FEDEX	122319	3/5/2026	WATER	PW-WD-BPO SHIPPING	$35.37
			WSTWTR	PW-WWCOLL-BPO SHIPPING CHARGES	$90.18
FERGUSON ENTERPRISES #3011	122320	3/5/2026	WATER	PW-WD-IRONRIDGE 2" METERS (19); QUOTE ATTACHED	$17,344.17
			WSTWTR	PW-WWTP-BPO PIPING PARTS AND RELATED ITEMS	$142.73
FOP LEWIS CLARK LODGE #10	122287	3/5/2026	ADMSVC	Payroll Run 1 - Warrant 030526	$2,004.96
FUN EXPRESS LLC	122321	3/5/2026	TRNSPN	TR032 PW EXPO - HARD HATS	$431.55
GARREN TEED	122277	3/5/2026	WATER	MEALS G. TEED 8HR BACKFLOW RECERTIFICATION	$68.00
GATEWAY MATERIALS	122323	3/5/2026	TRNSPN	BPO - ST/TR - OPERATING SUPPLIES	$220.80
			WATER	PW-WD-HEADACHE RACK #376	$430.45
				PW-WTP-BPO METAL MATERIAL & FABRICATION	$136.30
			WSTWTR	PW-WWTP-BPO FABRICATED METAL PARTS AND STOCK	$250.00
GRAINGER	401154	3/5/2026	WATER	PW-WTP-BPO MOTORS/PUMPS/TOOLS/FITTINGS	$832.58

				TR032 PW EXPO - WATER PLANT MODEL PARTS	$384.08
			WSTWTR	BPO-PW-WWTP-P/M/M MAINT SUPPLIES	$1,316.25
GREAT WEST ENGINEERING INC	122324	3/5/2026	SANITATION	TS002 FLOOR DESIGN; TASK ORDER 2026-1	$434.00
GUARDIAN PLUMBING, HEATING & A/C INC	122325	3/5/2026	WATER	WR043 SOUTHHIGH HVAC REPLACEMENT; QUOTE ATTACHED	$19,840.00
H & H BUSINESS SYSTEMS	122326	3/5/2026	EXECUTIVE	EXEC BPO: FY 26 RICOH MAINT/COPY COST PER COPY	$303.59
			LEGAL	BPO-LEGAL-H & H MONTHLY COPY FEES; FY26	$20.32
			POLICE	BPO PD -ADMIN COPY INVOICES	$90.48
			WSTWTR	PW-WWTP-BPO COPIER MAINTENANCE	$3.83
H D FOWLER COMPANY INC	401155	3/5/2026	WATER	WR527 9TH AVE; 11-13TH; BLUE COPPER WIRE	$172.02
				WR527 9TH AVE; 11-13TH; PARTS; QUOTE ATTACHED	($70.44)
HACH COMPANY	122327	3/5/2026	WSTWTR	PW-WWTP-BPO LAB SUPPLIES; AND RELATED ITEMS	$789.19
HAHN SUPPLY	122328	3/5/2026	PARKSFAC	BPO - FAC - HAHN - MAINTENANCE TOOLS	$252.00
				FAC - HAHN SUPPLY - NEW KITCHEN FAUCET AT CC	$333.06
				FAC - HAHN SUPPLY - PLUMB PARTS FOR FIRE S#4	$969.06
			WATER	PW-WTP-BPO PLUMBING SUPPLIES/TOOLS/FILTERS	$118.27
HALME CONSTRUCTION INC	401156	3/5/2026	WATER	WR050 RAW INTAKE SITE C INTAKE RECON PHASE 1	$21,382.07
HCAA LLC	401157	3/5/2026	FIRE	FIRE - HELLS CANYON STITCH - INSP COVERALL REFLEC	$75.00
HELLS CANYON ELECTRIC LLC	401158	3/5/2026	POLICE	PD-GATE KEY PAD, RELOCATE MAN GATE, ADD WIRING	$3,835.02
			WATER	WR098 WTP SECURITY UPGRADE - PANIC BAR HINGE INST	$1,687.77
HENRY SCHEIN	122330	3/5/2026	FIRE	BPO FIRE - HENRY SCHEIN - EMS SUPPLIES	$423.86
HOME DEPOT CREDIT SERVICES	122332	3/5/2026	FIRE	BPO FIRE - HOME DEPOT - ST. SUPPLIES	$35.42
			INFOSYSTMS	BPO - ISS - TOOLS AND SUPPLIES HOME DEPOT	$114.58
			PARKSFAC	BPO - FAC - HOME DEPOT - MAINTENANCE SUPPLIES	$177.71
			STMWTR	BPO - STMW - OPERATING SUPPLIES	$50.25
			TRNSPN	BPO - ST/TR - OPERATING SUPPLIES	$47.24
			WSTWTR	BPO-PW-WWCOLL- SUPPLIES, POWER AND HAND TOOLS	$657.29
				PW-WWTP-BPO SUPPLIES, POWER AND HAND TOOLS	$1,052.54
I A F F - LOCAL #1773	122288	3/5/2026	ADMSVC	Payroll Run 1 - Warrant 030526	$3,216.00
IDAHO CHILD SUPPORT RECEIPTING	122290	3/5/2026	ADMSVC	Payroll Run 1 - Warrant 030526	$270.00
IDAHO DEPT OF ENVIRONMENTAL QUALITY	3965	2/26/2026	WSTWTR	WW2001 BOND PMT NO 006	$1,070,654.13
IDAHO EMPLOYMENT LAWYERS	122334	3/5/2026	FINANCE	OUTSIDE LEGAL COUNCIL; EMPLOYMENT ISSUE FY26	$240.00

			LEGAL	OUTSIDE LEGAL COUNCIL; EMPLOYMENT ISSUE FY26	$3,186.00
IDAHO ICE	122335	3/5/2026	LEGAL	BPO-LEGAL-WATER FOR CITY ATTY'S OFFICE-FY26	$11.28
IDAHO INDUSTRIAL COMMISSION	3966	2/26/2026	INSTRUST	IDAHO INDUST. SEMI ANNUAL W/C PREMIUM TAX	$5,594.65
IDAHO RECREATION & PARKS ASSN	122336	3/5/2026	PARKSFAC	REC ADMIN - IRPA - DUES FOR KS, SMC, DG, KH, JG	$200.00
IDAHO STATE POLICE	122337	3/5/2026	COMDEV	BPO-CD-FINGERPRINT FEES RELATING TO BUSINESS LICE	$37.00
			LIBRARY	BPO - LIB - VOLUNTEER NAME CHECKS	$80.00
IDAHO STATE TAX COMMISSION	3984	3/5/2026	ADMSVC	Payroll Run 1 - Warrant 030526	$29,651.00
	122291	3/5/2026	ADMSVC	Payroll Run 1 - Warrant 030526	$849.32
INGRAM LIBRARY SERVICES	401160	3/5/2026	LIBRARY	BPO - LIB - ADULT FICTION	$653.88
				BPO - LIB - JUVENILE BOOKMOBILE BOOK ORDERS	$11.63
				BPO - LIB - JUVENILE FICTION	$83.68
				BPO - LIB - JUVENILE NON FICTION ORDERS	$101.76
				BPO - LIB - LARGE PRINT BOOK ORDERS	$92.35
				BPO - LIB - TEEN FICTION	$208.42
				BPO - LIB - TEEN NONFICTION ORDERS	$97.42
INLAND FASTENER INC	401161	3/5/2026	FLTMAINT	BPO - FLEET- REPAIR PARTS & SUPPLIES	$74.98
INTERMOUNTAIN CLAIMS INC	401162	3/5/2026	INSTRUST	JANUARY INTERMONTAIN W/C INVOICE	$634.00
JAMAR TECHNOLOGIES INC	122338	3/5/2026	TRNSPN	PW - ENG - TRAFFIC COUNTERS (4)	$5,258.00
JERICO ENTERPRISES LLC	122339	3/5/2026	PARKSFAC	FAC - JERICO ENTERPRISES - FURN SER & PARTS, BCGC	$200.00
				FAC - JERICO ENTERPRISES - FURNACE REPAIR AT GC	$109.75
				FAC - JERICO ENTERPRISES - FURNANCE REPAIR	$436.30
				FAC - JERICO ENTERPRISES - INDUCER MT FAN AT BB	$674.75
JOE HALL FORD	401163	3/5/2026	FLTMAINT	BPO- FLEET- REPAIR PARTS & OSL	$46.64
JOHN'S SAW SERVICE	401164	3/5/2026	TRNSPN	BPO - ST/TR - OPERATING SUPPLIES	$9.89
				BPO - ST/TR - TOOL REPAIR SERVICES	$60.44
JOHNSTONE SUPPLY	122340	3/5/2026	GOLFCRS	FAC - JOHNSTONE SUPPLY - FURN. PARTS AT BCC	$279.58
JON RUARK	122278	3/5/2026	WATER	MEALS J. RUARK 8HR BACKFLOW RECERTIFICATION	$68.00
J-U-B ENGINEERS	401165	3/5/2026	STMWTR	SM016 EAST ORCHARDS - FINAL MODELING	$7,932.80
			WATER	WR071 RESERVOIRS EVALS & RECOATS; OWNERS AGEN	$1,791.50
				WR085 WATER SYSTEMS FACILITY PLAN	$16,989.80
			WSTWTR	WW001 TO16 2024 PIPELINE REPLACE - CEI 4C	$1,495.00
				WW060 TO27 2024 PIPE BURST CEI SRA	$1,658.00
				WW060 TO30 2024 PIPE BURST CE&I; 7A 6A 6E	$16,832.72

				WW071 WW 2026 PIPELINE REPLCMNT; TO 2026-1	$16,687.20
				WW504 TO4 SNAKE RIVER AVE SEWER TRUNK LINE	$2,520.00
KATHERINE WHITLOCK	122279	3/5/2026	POLICE	MEALS K. WHITLCOK BACKGROUND INVESTIGATIONS FOR PO	$108.00
KELLER ASSOCIATES INC	122341	3/5/2026	WSTWTR	WW064 WWTP MASTER PLAN UPDATE	$20,979.00
KITTELSON & ASSOCIATES INC	122342	3/5/2026	CAPITAL PROJECTS	TR073 EAST LEWISTON NETWORK ANALYSIS; PSA	$17,560.32
KLEEN SWEEP JANITORIAL	401166	3/5/2026	WATER	BPO-PW WD MONTHLY JANITORIAL SRV AT 2605 16TH AVE	$355.00
KYLE ROSE	122280	3/5/2026	WSTWTR	MEALS K. ROSE WWTP LAB SAMPLES	$50.00
L N CURTIS & SONS	122343	3/5/2026	FIRE	FIRE - LN CURTIS - EXTRICATION TOOLS	$19,697.01
LAKESIDE INDUSTRIES INC	401167	3/5/2026	TRNSPN	BPO - ST - EZ STREET ASPHALT	$6,244.10
LES SCHWAB TIRE CENTER	122345	3/5/2026	FLTMAINT	BPO- FLEET- REPAIR PARTS & OSL	$134.99
				REPL 2 FRT TIRES ON #352 FLUSHER TRUCK	$1,577.94
LEWIS CLARK AMATEUR HOCKEY ASSOCIATION INC	122344	3/5/2026	RECREATION	REC - LC AMATEUR HOCKEY ASSOC - ICE TIME & RENTAL	$6,395.00
LEWIS CLARK ANIMAL SHELTER	122346	3/5/2026	POLICE	BPO PD ANIMAL SHELTER CONTRACT FEES	$7,036.67
LEXIPOL LLC	122347	3/5/2026	SETTLEMENT	CD-OPIOID SETTLEMENT-CORDICO LAW ENFORCEMENT WELL	$9,999.00
LINC WAY	122281	3/5/2026	WSTWTR	MEALS L. WAY TRANSPORT WWTP LAB SAMPLES	$50.00
LOID	122348	3/5/2026	PARKSFAC	2/12/26 BILL DATE UTILITY CHARGES	$478.20
LUKINS & ANNIS PS	122349	3/5/2026	LEGAL	OUTSIDE LEGAL CO; LUKINS & ANNIS; KHURANA FY26	$480.60
MCMILLEN JACOBS ASSOCIATES	122351	3/5/2026	WATER	WR050 RAW INTAKE SITE C INTAKE RECONSTRUCTION	$9,388.78
MICHAEL HENRIE	122282	3/5/2026	FIRE	MEALS M. HENRIE GRANGEVILLE EMT ASSOC 40TH SPRING	$73.00
MIDWEST TAPE LLC	122352	3/5/2026	LIBRARY	BPO - LIB - ADULT DVD ORDERS	$120.71
MISC CUSTOMER REFUND	122259	2/26/2026	WSTWTR	SEPTIC SYSTEM PERMIT REFUND	$5,414.73
	122260	2/26/2026	COMDEV	REFUND FOR DUPLICATE PERMIT	$72.20
	122261	2/26/2026	POLICE	TOWED SUSPECT CAR FROM MOSCOW 25-L18446	$450.00
	122262	2/26/2026	ECONDEV	CDBG-HRP STOUT 50% DOWN & BLDG PERMIT FEE	$2,500.81
	122263	2/26/2026	COMDEV	REFUND FOR DUPLICATE PERMIT	$216.56
	122264	2/26/2026	WATER	UB 0509039977 908 PINE	$84.96
	122269	3/5/2026	WATER	UB 1201002534 714 MAIN	$121.94
	122270	3/5/2026	ECONDEV	HARTSHORN PROPERTIES CDBG-L1SD	$1,350.00
	122271	3/5/2026	STMWTR	UB 2100196207 3427 14TH	$35.09
	122272	3/5/2026	STMWTR	UB 2100237558 3829 15TH	$41.02
	122273	3/5/2026	POLICE	2026 WSHNA CRISIS NEGOTIATORS CONFERENCE REG FEES	$702.44
MOTION INDUSTRIES INC	122353	3/5/2026	FLTMAINT	BPO- FLEET- REPAIR PARTS & SUPPLIES	$86.10
			WSTWTR	BPO-PW-WWTP- BEARINGS/POWER TRANSMISSION PARTS	$73.12
NAPA AUTO PARTS	122354	3/5/2026	FLTMAINT	BPO- FLEET- REPAIR PARTS & SUPPLIES	$323.44

			FLTMAINT	BPO- FLEET- REPAIR PARTS & SUPPLIES	($137.37)
			WSTWTR	BPO-PW-WWTP BATTERIES; VEHICLE ITEMS	$29.98
NATIONAL TACTICAL OFFICERS ASSOCIATION	122355	3/5/2026	POLICE	PD-REG-MARKETTI/DONNERBERG-BASIC CRISIS NEGOTIATIO	$2,403.00
NATIONWIDE RETIREMENT	3985	3/5/2026	ADMSVC	Payroll Run 1 - Warrant 030526	$12,865.30
NATIONWIDE-RESERVE	3988	3/5/2026	ADMSVC	Payroll Run 1 - Warrant 030526	$1,824.40
NCPERS GROUP LIFE INS	122292	3/5/2026	ADMSVC	Payroll Run 1 - Warrant 030526	$1,600.00
NEZ PERCE COUNTY	122356	3/5/2026	LEGAL	BPO-LEGAL-NPC-COL FY26 PROSECUTION SERVICES	$12,805.05
NEZ PERCE COUNTY RECORDER	122357	3/5/2026	EXECUTIVE	EXEC BPO: RECORDATION OF DOCUMENTS	$22.00
NEZ PERCE COUNTY SHERIFF	122293	3/5/2026	ADMSVC	Payroll Run 1 - Warrant 030526	$509.91
NICK EYLAR	122283	3/5/2026	POLICE	MEALS N. EYLAR ID ENVIRONMENTAL HEALTH ASSOC SPRIN	$120.00
NICOLE FERRIS	122284	3/5/2026	WSTWTR	MEALS N. FERRIS WWTP LAB SAMPLES	$50.00
NINJIO LLC	122358	3/5/2026	INFOSYSTMS	NINJIO PRODIGY PLUS SUBSCRIPTION	$6,657.60
NORTH 40 OUTFITTERS	122359	3/5/2026	PARKSFAC	BPO - PKS - NORTH 40 - MISC SUPPLIES, CITY PARKS	$143.56
			TRNSPN	BPO - ST/TR - OPERATING SUPPLIES	$39.98
			WATER	PW-WD-BPO OPERATING SUPPLIES: TOOLS & HARDWARE;	$157.12
				PW-WD-VISE, TOOL HOLDERS AND TOOLS FOR #376	$472.38
				PW-WTP-BPO OPERATING SUPPLIES	$407.31
			WSTWTR	PW-WWCOLL-BPO OPERATING SUPPLIES: TOOLS & HARDW	$190.12
				PW-WWTP-SAFETY SHOES; B GRIESER	$174.99
NORTH CENTRAL DISTRICT HEALTH DEPARTMENT	122329	3/5/2026	RECREATION	SR NUT - PUBLIC HEALTH - FOOD MANAGER CERT.	$150.00
NORTH IDAHO COLLEGE	122360	3/5/2026	POLICE	PD-REG-ROMERO-MCKENZIE-NORTH IDAHO COLLEGE POLICE	$693.60
ODP BUSINESS SOLUTIONS LLC	122362	3/5/2026	POLICE	BPO PD OFFICE SUPPLIES TO INCLUDE PENS, PAPER, FIL	$347.22
			RECREATION	BPO - REC - ODP - ADMIN OFFICE SUPPLIES	$20.61
			TRANSITOP	BPO- TRANSIT OFFICE SUPPLIES	$88.26
			TRNSPN	BPO - PW OFFICE - OPERATING/OFFICE SUPPLIES	$33.73
O'REILLY AUTO PARTS	122361	3/5/2026	FLTMAINT	BPO- FLEET- REPAIR PARTS & SUPPLIES	$143.40
OVERDRIVE INC	122363	3/5/2026	LIBRARY	BPO - LIB - ADULT OVERDRIVE ORDERS	$1,591.19
PERSI	3986	3/5/2026	ADMSVC	Payroll Run 1 - Warrant 030526	$191,999.72
POLYDYNE INC	122364	3/5/2026	WSTWTR	BPO-PW-WWTP-POLYMER	$21,804.00
PORT OF LEWISTON	122365	3/5/2026	INFOSYSTMS	BPO - FIBER CONNECTIONS	$945.00
PRECISION SIGNS	401168	3/5/2026	FIRE	FIRE - PRECISION SIGNS - STRIPES	$380.00
			FLTMAINT	BPO- FLEET- VEHICLE DECALS	$300.00
PRINTCRAFT PRINTING	401169	3/5/2026	TRNSPN	PW-ENG-ADMIN-BUSINESS CARDS; A MCCABE & L WILSON	$120.00

PROVE IT POLYGRAPH	401170	3/5/2026	POLICE	PD-PSYCH TEST FOR A JONES	$200.00
RDK CORPORATION DBA SHADOW TRACKERS	401171	3/5/2026	HR	BPO - BACKGROUND CHECK SERVICES FOR NEW EMPLOYEES	$69.00
RICOH USA INC	122366	3/5/2026	POLICE	BPO PD COPIER RENTAL FOR COPY ROOM MACHINE	$133.65
	122367	3/5/2026	POLICE	BPO PD COPY FEES FOR COPY ROOM MACHINE	$77.61
				BPO PD DISPATCH COPY FEES FOR COMMUNICATIONS CENTE	$189.03
			SANITATION	BPO - PW - MPC4503 COPIER MAINTENANCE	$5.75
			STMWTR	BPO - PW - MPC4503 COPIER MAINTENANCE	$5.75
			TRANSITOP	BPO- TRANSIT PRINTER COPIES	$32.83
			TRNSPN	BPO - PW - MPC4503 COPIER MAINTENANCE	$135.05
			WATER	BPO - PW - MPC4503 COPIER MAINTENANCE	$1.42
			WSTWTR	BPO - PW - MPC4503 COPIER MAINTENANCE	$1.44
RJ CHANDLER	122285	3/5/2026	WSTWTR	MEALS RJ CHANDLER WWTP LAB SAMPLES	$50.00
ROGERS MOTORS LLC DBA ROGERS CHRYSLER JEEP DODGE RAM LLC	122368	3/5/2026	WATER	PW-WD-1 TON TRUCK W SRV BODY; REPLACE #198	$69,680.72
SANITARY DISPOSAL INC DBA SUNSHINE DISPOSAL & RECYCLING	401174	3/5/2026	SANITATION	BPO - SAN - FY26 EXTRA YW & RECY CURBSIDE CARTS	$1,833.08
SCADACORE INC	122370	3/5/2026	WATER	BPO-PW-WTP-SCADACORE MONTHLY SUBSCRIPTION	$400.00
			WSTWTR	BPO-PW-WWA-SCADACORE MONTHLY SUBSCRIPTION	$860.00
SCALES UNLIMITED INC	122371	3/5/2026	SANITATION	PW - TS - SCALES MAINTENANCE/REPAIR	$5,979.10
SCHUMANN ENTERPRISES INC DBA EMPIRE PRESSURE WASH	401153	3/5/2026	TRANSITOP	BPO- TRANSIT BUS WASHING	$340.00
SIRENNET	122372	3/5/2026	FLTMAINT	IMPLEMENTS FOR FY26 PATROL SUVS	$6,177.60
SITEONE LANDSCAPE SUPPLY LLC	401172	3/5/2026	PARKSFAC	SALES INVOICE PAID IN ERROR WAS DELETED	($5.81)
			RECREATION	REC - SITEONE - CLAY BRICKS FOR FIELDS AIR/SUN	$402.80
SOUTHWAY ANIMAL CLINIC PC	122375	3/5/2026	POLICE	PD-STRAY CAT EXAM AND EUTHANASIA	$158.00
SPLASH CARWASH & DETAILING	122376	3/5/2026	POLICE	BPO PD CAR WASH FOR PATROL, UNDERCOVER, AND DEPART	$816.00
SPOKANE HOUSE OF HOSE INC	122333	3/5/2026	FLTMAINT	REPL SUCTION HOSE FOR #357 JETVAC	$96.32
STANTEC CONSULTING SERVICES INC	401173	3/5/2026	WATER	WR086 WATER TREATMENT PLANT (WTP) ALKALINITY	$3,703.75
STERLING BATTERY COMPANY	122377	3/5/2026	FLTMAINT	BPO- FLEET- VEHICLE BATTERIES	$1,007.20
SUMMIT SAFETY LLC DBA HIVIS SUPPLY	122331	3/5/2026	TRNSPN	PW - ST - HI-VIS THERMAL COAT: SHERRY GUEST	$45.99
TELUS COMMUNICATIONS INC	122378	3/5/2026	TRNSPN	BPO - ST - SNOW PLOW/SWEEPER MONTHLY GPS SERVICE	$576.00

THE MASTER'S TOUCH LLC	122350	3/5/2026	FINANCE	BPO - UB - MONTHLY PRINTING & MAILING-STATEMENTS	$6,656.98
THE UPS STORE	122385	3/5/2026	INFOSYSTMS	RMA SHIPPING	$42.08
			POLICE	BPO PD MAIL SERVICE	$397.79
THOMSON REUTERS - WEST	122379	3/5/2026	LEGAL	BPO-LEGAL-WESTLAW CHARGES FY26	$1,204.66
TIM EDWARDS ELECTRIC	122380	3/5/2026	PARKSFAC	FAC - TIM EDWARDS ELECTRIC - ELEC OUTLETS FOR CC	$875.00
TK ELEVATOR CORPORATION	122265	2/26/2026	PROPIMPR	FAC - TK ELEVATOR - BELL BUILDING	$16,796.30
T-N-T HOOD CLEANING	401175	3/5/2026	PARKSFAC	FAC - TNT HOOD CLEANING - KITCN HOOD CLEAN AT CC	$390.00
TREASURER'S TRUST	122266	2/26/2026	ADMSVC	UNCLAIMED PROPERTY/STALE DATED CHECKS	$171.86
			STMWTR	UNCLAIMED PROPERTY/STALE DATED CHECKS	$21.25
TRIBUNE PUBLISHING CO	401176	3/5/2026	EXECUTIVE	EXEC BPO: PUBLICATIONS AND ORDINANCE SUMMARIES	$86.44
			TRNSPN	TR011 2026 STREET PRESERVATION AD (#203927)	$185.50
TROJAN TECHNOLOGIES	122381	3/5/2026	WATER	PW-WTP-ARIA FILTRATION ANNUAL SRV & TECH SUPPORT	$12,250.00
TWIN COUNTY UNITED WAY	122383	3/5/2026	SETTLEMENT	CD-OPIOID SETTLEMENT-NPC DRUG TREATMENT COURTS	$12,102.40
UNIFORMS2GEAR INC	401177	3/5/2026	POLICE	BPO PD UNIFORMS/NEW HIRE	$147.08
				BPO PD UNIFORMS/PATROL	$127.80
UNITED RENTALS (NORTH AMERICA), INC.	122384	3/5/2026	WSTWTR	BPO-PW-WWC- MISC EQUIPMENT RENTAL & SUPPLIES	$386.49
URM STORES INC	401178	3/5/2026	RECREATION	BPO SNR NUTR - URM - DAILY FOOD RUNS	$1,541.35
				REC - URM - BPO FOR RECREATION ACTIVITY & EVENT	$130.98
				REC - URM - VALENTINE'S LUNCH SUPPLIES SR. NUTRI	$42.27
US FOODS - SPOKANE	122386	3/5/2026	RECREATION	BPO - REC - SNR NUTR - FOOD SUPPLY FOR MEAL PROGR	$2,594.47
VALLEY CAR SALES INC	122387	3/5/2026	RECREATION	REC - VALLEY CAR RENTAL - VAN RENTAL FOR SR TRIP	$170.00
			WATER	PW-WD-BEDLINE FOR #376	$655.00
VALLEY VISION INC	401179	3/5/2026	LEGISLATIV	FY26 SERVICES AGREEMENT	$25,000.00
VALNET CONSORTIUM	122388	3/5/2026	LIBRARY	LIB - QUARTERLY BILLING THIRD QUARTER	$6,112.50
VERIZON WIRELESS	3967	3/5/2026	COMDEV	2/12/26 BILL DATE UTILITY CHARGES	$304.76
			FIRE	2/12/26 BILL DATE UTILITY CHARGES	$1,095.79
			GOLFCRS	2/12/26 BILL DATE UTILITY CHARGES	$40.01
			HR	2/12/26 BILL DATE UTILITY CHARGES	$38.73
			INFOSYSTMS	2/12/26 BILL DATE UTILITY CHARGES	$609.16
			LEGISLATIV	2/12/26 BILL DATE UTILITY CHARGES	$80.08
			PARKSFAC	2/12/26 BILL DATE UTILITY CHARGES	$117.50
			POLICE	2/12/26 BILL DATE UTILITY CHARGES	$2,278.19
			TRANSITOP	2/12/26 BILL DATE UTILITY CHARGES	$159.39
			TRNSPN	2/12/26 BILL DATE UTILITY CHARGES	$1,006.56
			WATER	2/12/26 BILL DATE UTILITY CHARGES	$1,449.45
			WSTWTR	2/12/26 BILL DATE UTILITY CHARGES	$1,154.53
WALTER E NELSON SUPPLIES	122389	3/5/2026	PARKSFAC	BPO - FAC - WALTER NELSON - CUSTODIAL SUPPLIES	$58.99

WASHINGTON STATE SUPPORT REGISTRY	122294	3/5/2026	ADMSVC	Payroll Run 1 - Warrant 030526	$358.86
WEBER ENTERPRISES LLC DBA GARLINGHOUSE MEMORIALS	122322	3/5/2026	PARKSFAC	PKS - GARLINGHOUSE - REPLACEMENT STONE T. ROWDEN	$125.00
				PKS - GARLINGHOUSE -LEGACY STONE S.RUDY	$125.00
WELLS FARGO & COMPANY	3877	2/26/2026	WSTWTR	PW-WWC-BPO OPERATING SUPPLIES; PAPER PRODUCTS;	$186.36
	3878	2/26/2026	FIRE	BPO FIRE - COSTCO - STATION SUPPLIES	$282.61
	3879	2/26/2026	FIRE	BPO FIRE - COSTCO - STATION SUPPLIES	$642.01
	3880	2/26/2026	TRNSPN	BPO - PW OFFICE - BREAKROOM SUPPLIES	$108.39
	3881	2/26/2026	COMDEV	BPO-CD-BREAK ROOM SUPPLIES-PAPER PLATES, BOWLS, U	$225.08
	3882	2/26/2026	HR	SUPPLIES FOR RECEPTION FOR EMPLOYEE APPRECIATION A	$58.05
WELLS ONE-COMMUNITY DEVELOPMENT DEPT DBA WELLS FARGO BANK	3883	2/26/2026	COMDEV	CD-IADABO ANNUAL MEMBERSHIP FOR BUILDING OFFICIAL	$350.00
	3884	2/26/2026	COMDEV	BPO-CD-WOLFE, COOK, CUNNINGHAM, HARPER, MOFFET, O	$187.00
	3885	2/26/2026	COMDEV	CD-J. WOLF ANNUAL RENEWAL FOR ICC SUBSCRIPTION	$170.00
	3886	2/26/2026	COMDEV	BPO-CD-WOLFE, COOK, CUNNINGHAM, HARPER, MOFFET, O	$105.00
WELLS ONE-EXECUTIVE DEPT DBA WELLS FARGO BANK	3887	2/26/2026	LEGISLATIV	HOTEL: RIVERSIDE - AIC OFFICIALS' DAY - KLEEBURG	$241.65
	3888	2/26/2026	LEGISLATIV	HOTEL: RIVERSIDE - AIC OFFICIALS' DAY - KLEEBURG	($241.65)
WELLS ONE-FINANCE DEPT DBA WELLS FARGO BANK	3889	2/26/2026	FINANCE	PUR - SNAG IT TOOL FOR BUSINESS	$48.00
	3890	2/26/2026	FINANCE	BPO-FIN-TREASURES TRUST INTUIT QUICKBOOKS	$38.00
	3891	2/26/2026	FINANCE	BPO - FIN - URA INTUIT QUICKBOOKS SUBSCRIPTION	$38.00
	3892	2/26/2026	FINANCE	FIN - GFOA ANNUAL MEMBERSHIP	$500.00
	3893	2/26/2026	FINANCE	FIN- DESK SPACE IMPROVEMENTS	$37.99
	3894	2/26/2026	FINANCE	UB - REPLACEMENT BELT FOR MAIL OPENER	$70.62
WELLS ONE-FIRE DEPT DBA WELLS FARGO BANK	3850	2/26/2026	FIRE	FIRE - STAPLES - FILE FOLDERS	$21.98
	3851	2/26/2026	FIRE	FIRE - DURAWEAR - SENSOR	$373.80
	3852	2/26/2026	FIRE	TRAVEL-FIRE-STRONG/PARIS-SPRINKLER TRNG	$300.00
	3853	2/26/2026	FIRE	FIRE - PRYOR LEARNING - HARTSHORN	$276.88
	3854	2/26/2026	FIRE	FIRE - IAFF - REGISTRATION	$700.00
	3855	2/26/2026	FIRE	BPO FIRE - QUICKBOOKS - BILLING	$275.00
	3856	2/26/2026	FIRE	FIRE-TRAVEL-MULT-EXTREME OWNERSHIP	$585.00
	3857	2/26/2026	FIRE	FIRE - NAAC - HARTSHORN TRAINING	$99.00
	3859	2/26/2026	FIRE	TRAVEL - FIRE - PARIS - PWW CONFERENCE	$621.04
	3860	2/26/2026	FIRE	TRAVEL - FIRE - RIGHTMIER - PWW CONFERENCE	$486.00
	3861	2/26/2026	FIRE	TRAVEL - FIRE - RIGHTMIER - PWW CONFERENCE	$197.28
	3862	2/26/2026	FIRE	FIRE - HARBOR FREIGHT - VEHICLE STORAGE	$165.95

	3863	2/26/2026	FIRE	FIRE - VISTA PRINT - BUSINESS CARDS	$90.06
	3866	2/26/2026	FIRE	TRAVEL - FIRE - LUCAS - PWW CONFERENCE	$1,400.00
	3867	2/26/2026	FIRE	TRAVEL - FIRE - PARIS - PWW CONFERENCE	$1,570.00
	3868	2/26/2026	FIRE	TRAVEL - FIRE - SELLS & COOK - PIPES & DRUMS	$454.26
	3869	2/26/2026	FIRE	TRAVEL - FIRE - RIGHTMIER - PWW CONFERENCE	$1,955.00
	3870	2/26/2026	FIRE	FIRE-NFPA-NFPA LINK RENEWAL	$1,259.99
WELLS ONE-INFO SYS/SEC DEPT DBA WELLS FARGO BANK	3895	2/26/2026	INFOSYSTMS	BPO - UNIFI IDENTITY LICENSES AND HOSTING	$0.01
	3896	2/26/2026	INFOSYSTMS	BPO - UNIFI IDENTITY LICENSES AND HOSTING	$58.00
	3897	2/26/2026	INFOSYSTMS	BPO - INTRANET CUSTOM PROGRAMING AND SUPPORT	$13.13
	3898	2/26/2026	INFOSYSTMS	TRAVEL - N.DRURY - TYLER CONNECT 2026	$1,249.00
	3899	2/26/2026	INFOSYSTMS	BPO - UNIFI IDENTITY LICENSES AND HOSTING	$29.00
	3900	2/26/2026	INFOSYSTMS	BPO - UNIFI IDENTITY LICENSES AND HOSTING	$1,680.30
	3901	2/26/2026	INFOSYSTMS	BPO - INTRANET CUSTOM PROGRAMING AND SUPPORT	$437.49
	3902	2/26/2026	FLTMAINT	CHATGPT LICENSES	$225.00
			INFOSYSTMS	CHATGPT LICENSES	$385.62
			LEGISLATIV	CHATGPT LICENSES	$275.00
	3903	2/26/2026	INFOSYSTMS	BPO - INTRANET CUSTOM PROGRAMING AND SUPPORT	$249.38
	3904	2/26/2026	INFOSYSTMS	BPO - NETWORK/SECURITY HARDWARE	$3,882.20
	3905	2/26/2026	INFOSYSTMS	BPO - INTRANET CUSTOM PROGRAMING AND SUPPORT	$529.38
	3906	2/26/2026	INFOSYSTMS	PAPERCUT ANNUAL MAINTENANCE	$664.00
WELLS ONE-LEGAL DEPT DBA WELLS FARGO BANK	3907	2/26/2026	LEGAL	IMLA WEBINAR; ROBOCALL ME MAYBE?;1/13/26; JT	$50.47
	3908	2/26/2026	LEGAL	IMLA DUES 2026; TENGONO	$250.00
	3909	2/26/2026	LEGAL	TRAVEL; TENGONO; IMLA'S 2026 ANNUAL CONFERENCE	$288.39
	3910	2/26/2026	LEGAL	TRAVEL;TENGONO; COLLECT BARG FOR PUB SAF EMPLOYEE	$995.00
	3911	2/26/2026	LEGAL	TRAVEL;TENGONO; COLLECT BARG FOR PUB SAF EMPLOYEE	$465.97
WELLS ONE-LIBRARY DEPT DBA WELLS FARGO BANK	3912	2/26/2026	LIBRARY	KEYBOARDS AND HEADPHONES	$139.90
	3913	2/26/2026	LIBRARY	PROGRAM REFRESHMENTS - PARKS GRANT	$35.25
	3914	2/26/2026	LIBRARY	YODECK SOFTWARE - SUBSCRIPTION RENEWAL	$745.65
	3915	2/26/2026	LIBRARY	PROGRAM REFRESHMENTS - PARKS GRANT	$16.67
	3916	2/26/2026	LIBRARY	HANGING ART GALLERY SYSTEM - ADDITIONAL	$69.00
	3917	2/26/2026	LIBRARY	PATRON MATERIALS TO LOAN	$80.77
	3918	2/26/2026	LIBRARY	LIB - QR GENERATOR RENEWAL SUBSCRIPTION	$191.88
WELLS ONE-PARKS & REC DEPT DBA WELLS FARGO BANK	3876	2/26/2026	RECREATION	REC - WELLS ONE - NAYS	$135.00

WELLS ONE-POLICE DEPT DBA WELLS FARGO BANK	3919	2/26/2026	POLICE	PD-REG-REISDORPH-LAW ENFORCEMENT GRANT WRITING 101	$499.00
	3920	2/26/2026	POLICE	PD-REG-BLACKMAN/OCONNOR-1ST RESPONDER MENTAL HEALT	$861.00
	3921	2/26/2026	POLICE	PD-HOTEL-REISDORPH-POLICE GRANT WRITING 101-TUKWIL	$151.48
	3922	2/26/2026	POLICE	BPO PD FOOD FOR K9 ZIVA AND K9 QUINCY;CHEWY.COM	$94.93
	3923	2/26/2026	POLICE	PD-HOTEL-BLACKMAN/OCONNOR-1ST RESPONDER MENTAL HEA	$137.38
	3924	2/26/2026	POLICE	PD-HOTEL-BLACKMAN/OCONNOR-1ST RESPONDER MENTAL HEA	$137.38
	3925	2/26/2026	POLICE	PD-3-40MM POUCHES, MULTICAM	$240.00
	3926	2/26/2026	POLICE	PD-S.NIEMEYER MEMBERSHIP FOR INTERNATIONAL ASSOCIA	$65.00
	3927	2/26/2026	POLICE	PD-40MM DEPLOYMENT PACK MULTICAM	$520.00
	3928	2/26/2026	POLICE	PD-HOTEL-MCLAUGHLIN-TACTICAL DISPATCH TRAINING-POS	$210.62
	3929	2/26/2026	POLICE	PD-HOTEL S. RINEHART/REISDORPH-ILETS FULL ACCESS-M	$203.80
	3930	2/26/2026	POLICE	PD-HOTEL S. RINEHART/REISDORPH-ILETS FULL ACCESS-M	$203.80
	3931	2/26/2026	POLICE	PD-REG-KLONE/TALBOTT/SCHMIDT/GUMP-IDAHO LAW ENFORC	$867.10
	3932	2/26/2026	POLICE	PD-AIRBNB-BLOOMSBERG/THOMAS-UNDERCOVER ONLINE INVE	$258.82
	3933	2/26/2026	POLICE	PD-TRIJICON HD NIGHT SIGHTS FOR SIG #8 FRONT/#8 RE	$122.65
	3934	2/26/2026	POLICE	PD-REG-GUNTER-FRITZ PRECISION SHOOTING-LEWISTON, I	$1,500.00
	3935	2/26/2026	POLICE	PD-REG-ROBERTS-RECOGNIZING AND SAFE HANDLING OF CR	$99.00
	3936	2/26/2026	POLICE	PD-THREE ONLINE CLASSES FOR THE ENTIRE PD	$1,500.00
	3937	2/26/2026	POLICE	PD-IPOA MAGAZINE AD PAYMENT FOR THE CHIEF	$253.58
WELLS ONE-PRIDE DBA WELLS FARGO BANK	3956	2/26/2026	HR	BPO - TREATS AND SNACKS PROVIDED FOR EMPLOYEE APPR	$61.43
	3957	2/26/2026	HR	EAC MURDER MYSTERY DINNER EVENT 1/23/26 - FOOD, DR	$43.52
	3958	2/26/2026	HR	EAC MURDER MYSTERY DINNER EVENT 1/23/26 - FOOD, DR	$14.07
	3959	2/26/2026	HR	EAC MURDER MYSTERY DINNER EVENT 1/23/26 - FOOD, DR	$13.55
	3960	2/26/2026	HR	EAC MURDER MYSTERY DINNER EVENT 1/23/26 - FOOD, DR	$36.73
	3961	2/26/2026	HR	EAC MURDER MYSTERY DINNER EVENT 1/23/26 - FOOD, DR	$2.49
	3962	2/26/2026	HR	SUPPLIES FOR RECEPTION FOR EMPLOYEE APPRECIATION A	$24.36
	3963	2/26/2026	HR	SUPPLIES FOR RECEPTION FOR EMPLOYEE APPRECIATION A	$125.03
	3964	2/26/2026	HR	SUPPLIES FOR RECEPTION FOR EMPLOYEE APPRECIATION A	$2.64
WELLS ONE-PUBLIC WORKS DEPT DBA WELLS FARGO BANK	3938	2/26/2026	WATER	BPO-PW-W-WW-MONTHLY CHARGES; SIPTRUNK	$53.05
			WSTWTR	BPO-PW-W-WW-MONTHLY CHARGES; SIPTRUNK	$53.35

	3939	2/26/2026	WATER	PW-WTP-DOPL RENEWALS; BEHRENS	$120.00
	3940	2/26/2026	WATER	PW-WTP-DOPL RENEWALS; BANN	$120.00
	3941	2/26/2026	TRNSPN	PW - ST - DOT PHYSICAL ESCREEN.COM; JTHOMPSON	$125.00
	3943	2/26/2026	WSTWTR	PW-WWTP-DOPL RENEWALS; W GRAHAM; 2-YEARS	$240.00
	3944	2/26/2026	WATER	WR071 LOW RES 12" BACKWATER FLOOD VALVE	$213.23
	3945	2/26/2026	WSTWTR	PW-WWTP-PSIEXAM; R CHANDLER; WWT1 1/27/26	$108.00
	3946	2/26/2026	WATER	PW-WTP-AWWA RENEWAL; B INGRAM; MEMBER #504638	$285.00
	3947	2/26/2026	WSTWTR	TRAVEL; VACTOR TRUCK INSPECTION-CHICAGO	$56.25
	3948	2/26/2026	TRNSPN	PW-ADMIN-FUEL 2026 WATER SUMMIT 1/28/26; DJOHNSON	$28.03
WELLS ONE-SERVICE CENTER DEPT DBA WELLS FARGO BANK	3949	2/26/2026	FLTMAINT	BPO- FLEET- LICENSE & REGISTRATION RENEWALS	$23.57
	3950	2/26/2026	FLTMAINT	BPO- FLEET- SHOP SUPPLIES FROM HARBOR FREIGHT	$47.96
	3951	2/26/2026	FLTMAINT	INV/ TRANSIT BUS TIRES 713&714	$709.64
	3952	2/26/2026	FLTMAINT	INV/ OPTICOM FOR PATSUV	$314.65
WELLS ONE-TRANSIT DEPT DBA WELLS FARGO BANK	3953	2/26/2026	TRANSITOP	TRANSIT USB CHARGING PORT BOARD FOR TABLETS	$50.83
	3954	2/26/2026	TRANSITOP	TRANSIT SEATBELT EXTENDERS FOR 708 & 709	$40.50
	3955	2/26/2026	TRANSITOP	TRANSIT HI VIS RAIN JACKETS FOR DRIVERS AND SUPE	($26.48)
WESTERN EQUIPMENT	122382	3/5/2026	FLTMAINT	TORO GROUNDMASTER 5910 MOWER	$158,944.97
WESTERN RECYCLERS INC	401180	3/5/2026	FINANCE	BPO- FIN- WESTERN RECYCLERS-SHREDDING	$34.66
			HR	BPO- FIN- WESTERN RECYCLERS-SHREDDING	$17.34
			POLICE	BPO PD SHREDDING SERVICES	$52.00
WILBERT PRECAST INC	401181	3/5/2026	CEMETERY	CEM - WILBERT PRECAST - VAULT ORDER FOR VERL LONG	$1,063.00
WSCFF EMPLOYEE BENEFIT TRUST DBA IAFF MERP	122289	3/5/2026	ADMSVC	Payroll Run 1 - Warrant 030526	$5,200.00
ZOOM VIDEO COMMUNICATIONS, INC	122390	3/5/2026	INFOSYSTMS	ZOOM PHONE AND MEETINGS	$47,877.45
T-MOBILE	3829	2/19/2026	HR	BPO - CELL PHONE & DATA SERVICES	$16.60
	3830	2/19/2026	WSTWTR	BPO-PW-WW MOBILE/TABLET MONTHLY CHARGES	$176.83
	3831	2/19/2026	SANITATION	BPO - TS - MOBILE MONTHLY BILL: R BROWN	$33.92
	3832	2/19/2026	STMWTR	BPO - STMW - MOBILE/TABLET MONTHLY CHARGES	$113.23
	3833	2/19/2026	TRNSPN	BPO - ENG - MOBILE/TABLET MONTHLY CHARGES	$33.20
	3834	2/19/2026	TRNSPN	BPO - ENG - MOBILE/TABLET MONTHLY CHARGES	$73.26
	3835	2/19/2026	TRNSPN	BPO - ST - MOBILE MONTHLY BILL: J MILLER	$50.52
	3836	2/19/2026	PARKSFAC	BPO - REC - T-MOBILE - CELL PHONE CHARGES	$147.15

	3837	2/19/2026	PARKSFAC	BPO - FAC - T-MOBILE - PHONE CHARGES	$101.76
	3838	2/19/2026	COMDEV	BPO-CD-PHONE SERVICE FOR CELL PHONES & TABLETS-IN	$230.25
	3839	2/19/2026	WATER	BPO-PW-WTR MOBILE/TABLET MONTHLY CHARGES	$761.47
	3840	2/19/2026	POLICE	BPO PD DEPARTMENT CELL PHONE CHARGES	$369.24
	3841	2/19/2026	EXECUTIVE	BPO: TMOBILE CHARGES FOR PUBLIC OUTREACH COORD	$44.56
	3842	2/19/2026	TRNSPN	BPO - ENG - MOBILE/TABLET MONTHLY CHARGES	$105.51
	3843	2/19/2026	PARKSFAC	BPO - PKS - T-MOBILE - PHONE CHARGES	$272.39
	3844	2/19/2026	INFOSYSTMS	BPO - ISS - T-MOBILE LINES MONTHLY BILL	$524.95
	3845	2/19/2026	LIBRARY	BPO - LIB - MONTHLY CELLULAR CHARGES FOR LIBRARY	$220.94
	3846	2/19/2026	FIRE	BPO FIRE - T-MOBILE - CELL CHARGES	$324.54
	3847	2/19/2026	FLTMAINT	BPO- FLEET- MONTHLY BILL FOR ONE PHONE	$30.04
	3848	2/19/2026	EXECUTIVE	BPO: TMOBILE CHARGES FOR CITY CLERK	$33.92
	3849	2/19/2026	LEGISLATIV	BPO: TMOBILE CHARGES FOR COUNCILORS	$125.17
Total					$2,654,842.55

CITY COUNCIL MEETING
AGENDA ITEM SUMMARY

ITEM TITLE RESOLUTION 2026-11	**AGENDA NO.** VII. B. **AGENDA DATE:** March 23, 2026

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

In January 2025 Merrick helped the City in preparing and submitting a Letter of Interest (LOI) for a Clean Water Emerging Contaminant (EC) funding. The request focused on the construction of sewer mains in the East Orchards, that would allow residents served by aging septic systems to connect to the City's centralized collection and treatment system. The Department of Environmental Quality (DEQ) issued an invitation to apply for funding in June 2025.

On November 24, 2025, the Council approved a Professional Services Agreement (PSA) with Merrick and Company to provide engineering services for the upcoming Phase IV of the East Orchards Sewer Expansion Project. This PSA allowed the City to complete and submit its EC funding application to DEQ. The agreement was contingent on funding, and a task order will soon be negotiated.

On February 27, 2026, the City received notification that its application, in the amount of $1,501,280 for funding through the Infrastructure and Investment Jobs Act Clean Water State Revolving Fund (SRF) Emerging Contaminant program was accepted. The East Orchards Sewer Expansion Project has been developed in phases since 2017 and is currently wrapping up Phase III. The funding offered through DEQ from the SRF EC program will allow the project to continue into Phase IV.

In accordance with **Section IX. Offer** of the agreement with DEQ:
"The offer set forth herein must be accepted, if at all, on or before 60 days from the date of this funding offer. An acceptance must be accompanied by a resolution of the Applicant's governing body authorizing the signator to sign on the Applicant's behalf for the purpose of this agreement."

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

The Wastewater budget will be amended in FY26 in the amount of $500,000, with the remaining funds budgeted in upcoming fiscal years. The amendment will allow budget for the engineering task order with Merrick & Company, along with some preliminary assistance for residents to apply for funding to connect to City wastewater services.

ACTION PROPOSED

Staff recommends Council’s consideration and approval allowing the Mayor to sign Resolution 2026-11 accepting the DEQ's SRF Emerging Contaminant Funding offer in the amount of $1,501,280.

RESOLUTION 2026-11

A RESOLUTION APPROVING A STATE OF IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY EMERGING CONTAMINANTS FUNDING OFFER, ACCEPTANCE AGREEMENT FOR WASTEWATER FACILITIES DESIGN AND CONSTRUCTION FOR LOAN PROJECT NO. WW2602EC

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

WHEREAS, the State of Idaho is authorized by Title 39, Chapter 36, of Idaho Code (the "Act") to make funds from the Wastewater Treatment Facility Loan Account available to assist municipalities in the construction of wastewater facilities;

WHEREAS, the Idaho Board of Environmental Quality, through the Department of Environmental Quality ("DEQ") is authorized to administer the Act;

WHEREAS, the City of Lewiston ("City") is an Idaho municipal corporation that operates and maintains the wastewater system located in the East Orchards neighborhood of the City of Lewiston, and takes all necessary actions to ensure that the wastewater facility meets all applicable laws; and

WHEREAS, the DEQ has determined that the City has established eligibility for funding under the terms of the Act and Idaho Administrative Procedures Act Rule 58.01.12, the rules for the administration of wastewater and drinking water loan funds.

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

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

SECTION 2: The State of Idaho Department of Environmental Quality Emerging Contaminants Funding Offer, Acceptance Agreement for Wastewater Facilities Design and Construction for Loan Project No. WW2602EC ("Agreement") is hereby approved, and a copy of said Agreement is attached hereto and incorporated herein as Exhibit A.

SECTION 3: The Mayor is hereby authorized to execute said Agreement and any other documents necessary to effectuate the Agreement on behalf of the City.

SECTION 4: Duly certified and executed copies of this resolution shall be furnished to the DEQ.

SECTION 5: This resolution shall become effective upon passage.

PASSED this __________ day of ____________________________ 2026

CITY OF LEWISTON

By: ________________________________
Daniel G. Johnson, Mayor

ATTEST:

____
Tanya M. Brocke, City Clerk

EXHIBIT A

to

Resolution 2026-11

STATE OF IDAHO
DEPARTMENT OF ENVIRONMENTAL QUALITY
EMERGING CONTAMINANTS FUNDING OFFER,
ACCEPTANCE AND AGREEMENT FOR WASTEWATER FACILITIES
DESIGN AND CONSTRUCTION

SECTION I. INTRODUCTION

The State of Idaho (State) is authorized by Title 39, Chapter 36 (Act), Idaho Code, to make funds from the Wastewater Treatment Facility Loan Account (Account) to assist municipalities in the construction of wastewater facilities. The Idaho Board of Environmental Quality, through the Department of Environmental Quality (Department), is authorized to administer the Act. The Department has determined that the city of Lewiston (Applicant/Borrower) has established eligibility for funding under the terms of the Act and IDAPA 58.01.12, the Rules for the Administration of Wastewater and Drinking Water Loan Funds (the Rules).

The Borrower is a public entity created for the purposes, among other purposes, of operating and maintaining the wastewater system located in the East Orchards neighborhood of the city of Lewiston and taking all necessary actions to ensure that the wastewater facility meets all applicable laws. The Department hereby offers funds to the Borrower according to the terms and conditions contained in this document and the Rules.

SECTION II. DESCRIPTION OF PROJECT

This agreement is for design and construction of the following project:

A.	Loan Project Number:	WW2602EC
B.	Name and Address of the Borrower:	City of Lewiston PO Box 617 Lewiston, ID 83501
C.	Project Description:	This funding is to complete an environmental review and address PFAS, pharmaceuticals, and endocrine-disrupting chemicals by installing additional water mains for the East Orchards neighborhood and converting homes from septic to a public wastewater treatment plant.
D.	Terms:	$1,501,280 at 0.00% and all principal forgiveness resulting in no repayment obligation.

E. Estimated Project Budget:*

1.	Environmental Review	$10,000
2.	Engineering Fees	$600,000
3.	Construction	$2,389,290
4.	Total	$2,999,280

*Note: The above project budget categories represent estimated expenses and may be adjusted with prior coordination with the Department.

Amount to be funded by DEQ	**$1,501,280**
Amount to be funded by the City of Lewiston	**$1,498,000**

SECTION III. GENERAL CONDITIONS

This offer may only be accepted by signature by an authorized representative of the Applicant. Upon acceptance by the Applicant, this offer shall become the agreement (Agreement) and the Applicant shall become the Borrower. By accepting this offer, the Borrower agrees to all terms and conditions set forth in this document and the Rules:

The Borrower agrees:

A. To not transfer, assign or pledge any beneficial interest in this Agreement to any other person or entity without the prior written consent of the Director of the Department of Environmental Quality (Director). To not enter into sale, lease or transfer of any of the property related to the Agreement. To not make any additional material encumbrances to the project without the prior written consent of the Director. To not delegate legal responsibility for complying with the terms, conditions, and obligations of this Agreement without the prior written consent of the Director. Notwithstanding any other provision of this paragraph, the Borrower may sell or otherwise dispose of any of the works, plant, properties and facilities of the project or any real or personal property comprising a part of the same which shall have become unserviceable, inadequate, obsolete or unfit to be used in the operation of the project, or no longer necessary, material or useful in such operation, without the prior written consent of the Director.

B. To enter into such contractual arrangements with third parties as it deems advisable to assist it in meeting its responsibilities under this Agreement.

C. To fulfill all declarations, assurances, representations and statements in the application and all other documents, amendments and communications filed with the Department, by the Borrower, in support of the request for these funds.

D. To comply with applicable State and Federal employment requirements including, but not limited to, Equal Employment Opportunity and Civil Rights requirements.

E. To make efforts to award sub-agreements to Disadvantaged Business Enterprises (DBE).

1. Include the following language in all procurement contracts *"The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies."*

F. To provide the Department with documentation evidencing ownership of, and/or the right of access or easements for real property on which the project is proposed to be constructed. Clear title or legal right to access all real property necessary for the successful operation of the facilities shall be guaranteed by the Borrower for the useful life of the project, prior to commencement of construction. Land acquisitions shall only be reimbursed by the Department if obtained from a willing seller.

G. That any waiver by the Department at any time of the rights or duties under this Agreement shall not be deemed a waiver of any subsequent or additional rights or duties under this Agreement.

H. That the use by the Department of any remedy specified in this Agreement for its enforcement is not exclusive and shall not deprive the Department of the right to seek any other appropriate legal or equitable remedy.

I. That this Agreement is binding upon the Borrower and the Department, and any person, office or entity succeeding the Borrower or the Department.

J. To comply with all applicable federal, state and local laws.

K. In the event any term of this Agreement is held to be invalid or unenforceable by a court, the remaining terms of this Agreement will remain in force.

L. The total funds disbursed per this Agreement are considered federal financial assistance per the Single Audit Act of 1984, as amended by the Single Audit Act Amendments of 1996 (SAA), 31 U.S.C. §§7501-7507. (2000). If the Borrower expends more than $1,000,000 of any federal funds in a fiscal year, the Borrower shall conduct an audit in accordance with the SAA. In such case, the Borrower shall provide the Department a copy of the SAA audit within (30) days of the end of the audit period per the SAA. The Borrower recognizes that it is responsible for determining if the $1,000,000 threshold is reached and if a SAA audit is required. Additionally, the Borrower shall inform the Department, in writing, of findings or recommendations pertaining to the State Revolving Fund contained in any SAA audits conducted by the Borrower. The Borrower will notify the Department when corrective actions are complete.

M. Comply with all federal requirements applicable to the assistance received (including those imposed by the Infrastructure Investment and Jobs Act (IIJA), (Public Law No. 117-58) which includes, but is not limited to, requirements that all of the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States ("Build America, Buy America Requirements") unless (i) the Borrower has requested and obtained a waiver from the Department pertaining to the Project or the Project is otherwise covered by a general applicability waiver; or (ii) Department has otherwise advised the Participant in writing that the Build America, Buy America Requirements are not applicable to the Project.

N. Comply with all record keeping and reporting requirements under the Clean Water Act (Section 1386, Title 33), including any reports required by a Federal agency or Department such as information on costs and project progress.

O. The Borrower understands that (i) each contract and subcontract related to the project is subject to audit by appropriate federal and/or state entities and (ii) failure to comply with the Clean Water Act and this Agreement may be a default hereunder that results in a repayment of the funds in advance of the maturity of the Bonds and/or other remedial actions.

P. As per Executive Order 12549, 2 CFR 180 and 2 CFR 1532 the funding recipient agrees to not enter into covered transactions with any contractors or subcontractors that have been suspended or debarred, and to include a similar term or condition in all lower tier covered contracts and transactions.

SECTION IV. PROJECT MANAGEMENT

The Borrower agrees to:

A. Require the prime engineering firm(s) and their principals retained for engineering services to carry professional liability insurance to protect the public from the engineer's negligent acts and errors of omission of a professional nature. The total aggregate of the engineer's professional liability insurance shall be at least one hundred thousand dollars ($100,000) or twice the amount of the engineer's fee, whichever is greater. Professional liability insurance must cover all services rendered for all phases of the project, whether or not those services are state funded, until the certification of project performance is accepted by the Department.

B. Comply with the Public Works Contractors License Act and the Public Contracts Bond Act, Title 54, Chapter 19, Idaho Code, including requiring the prime construction contractor retained for construction to carry performance and payment bonds equal to one hundred percent (100%) of the contract price. The bond will be released when the constructed facility is accepted by the Borrower.

C. Assure that contracts related to the project, which provide for arbitration allow appeal of any resulting arbitration decision to a district court or allow the arbitration to be non-binding on both parties if either party desires not to use arbitration as a method of dispute settlement.

D. Develop and adopt a sewer use ordinance prior to receiving final payment of loan funds.

E. Provide to the Department for approval, an operation and maintenance manual for the project. The manual shall be approved by the Department prior to project startup.

F. Provide adequate staffing and qualified operation and maintenance personnel as specified in the operation and maintenance manual approved by the Department.

G. Assure that any treatment and collections systems are placed under the direct supervision of a licensed responsible charge operator(s) in accordance with the Idaho Wastewater Rules, IDAPA 58.01.16.203.

H. Commence satisfactory operation and maintenance of the project infrastructure on completion of the project in accordance with applicable provisions, rules of the Department, and any other applicable law, rule, or regulation.

I. Maintain project accounts in accordance with generally accepted accounting principles.

J. Require one (1) year project warranty period and ensure that the project is performing in accordance with the design performance standards after the project has been in operation for one (1) year. If the project is unable to consistently meet these standards, the Borrower must submit a corrective action report and a schedule for ensuring the project meets performance standards to the Department.

K. Ensure all laborers and mechanics employed by the prime construction contractor and subcontractors in the project using State Revolving Fund (SRF) loans shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality in accordance with the labor standards, including prevailing wage rates and instructions for reporting, as established by the United States Department of Labor (subchapter IV of Chapter 31 of title 40, United States Code). The Borrower agrees that all procurement contracts that exceed $2,000 must include as a term and condition that contractors and subcontractors must obtain wage determinations from the Department of Labor and comply with Department of Labor guidance and regulations implementing wage rate requirements applicable to SRF funds. Wage determinations shall be finalized prior to final bid submissions. Specific requirements related to Davis Bacon compliance are attached to this agreement in Attachment B.

L. Require all construction bid documents and construction contracts incorporate SRF Supplemental Specifications attached to this agreement in Attachment C.

M. The Borrower shall not execute any construction contract without the prior written authorization to award the contract provided by the Department's Lewiston Regional

Office.

N. The Borrower shall complete the attached project schedule and submit to the Department for approval on or before 60 days from the date of this funding offer. No funds shall be disbursed per this Agreement until a project schedule has been approved by the Department. The Department approved project schedule shall be attached to this Agreement as Attachment A and incorporated by reference as if fully set forth herein. The Borrower shall complete the project in accordance with the approved project schedule.

O. All amendments to the project schedule must be approved by the project manager in the Department's Lewiston Regional Office, prior to becoming effective.

P. The Borrower agrees to manage direct and indirect environmental impacts from the project that are specified in the environmental determination.

Q. Required Certifications:

Boycott of Israel. Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars ($100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.

Ownership or Operation by China. Pursuant to Idaho Code section 67-2359, Contractor certifies that it 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. The terms in this section defined in Idaho Code section 67-2359 shall have the meaning defined therein.

Boycott of Various Industries. Pursuant to Idaho Code 67-2347A, if payments under the contract exceed one hundred thousand dollars ($100,000) and contractor employes ten or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the contract 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. The terms in this Section defined in Idaho Code 67-2347A shall have the meaning defined therein, including through reference to another section of Idaho code.

R. The Borrower agrees to verify that certain prohibited equipment, systems, or services, including equipment, systems, or services are not produced or provided by entities identified and recorded in the System for Award Management exclusion list at:

https://sam.gov/content/home.

Items included in the prohibition are not eligible SRF costs, and the SRF programs cannot reimburse the Borrower for these costs.

1. Telecommunications and Surveillance Equipment: Specifically, the Borrower is prohibited from obligating or expending loan funds to procure equipment, services, or systems that use telecommunications equipment or services produced by Huawei Technologies Company or ZTE Corporation.

2. The Borrower may not use SRF funds to purchase: video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company.

3. The Borrower should be aware of automatic meter reading (AMR) technology and advanced metering infrastructure (AMI), instrumentation control systems (e.g. process control systems, distributed control systems and programmable logic controls), and security cameras and other electronic security measures to ensure that those items are procured from a non-excluded entity.

SECTION V. SPECIAL CONDITIONS

A. Prior to agreement closure, the Borrower will implement all the sustainability efforts, commonly known as green project reserve (GPR), that were committed to in the Letter of Interest. A technical memorandum shall be developed for the Green Project Reserve (GPR) components identified in the Letter of Interest. The technical memorandum shall be submitted to the Department prior to final payment of funds and fully detail the GPR justification according to the current guidance for determining project eligibility.

B. The Borrower will provide proof of an assigned Unique Entity Identifier and active registration with SAM (https://www.sam.gov) if not already obtained, prior to the first disbursement. Further disbursements will be made contingent on the borrower providing proof that all requested information to SAM has been submitted. The borrower will maintain active registration with SAM throughout the lifetime of the award, pursuant to 2 CFR 25.

C. The Borrower agrees that no funds will be disbursed for construction efforts until the environmental determination has been made.

D. Prior to or concurrent with submission of project plans and specifications to the Department, the Borrower will submit cyber informed engineering (CIE) analysis committed to in the Letter of Interest for Department's review. The CIE analysis shall be developed according to the current guidance found in the Grants and Loans Program

Customer Handbook and the project design and construction shall implement recommendations of the CIE analysis.

SECTION VI. FUNDING DISBURSEMENTS

The Borrower agrees:

A. These funds shall be used solely to aid in the financing of the Borrower's project described in Section II.

B. Requests for actual disbursement of funds will be made by the Borrower using forms provided by the Department. Upon approval of the disbursement request by the Department funds shall be released to the Borrower.

C. The costs set forth in Section II have been determined by the Department to be eligible costs for funding. Some of the costs, however, have been estimated, and the actual costs may differ from such estimated costs. A project review by the Department will determine final eligible costs for the project.

D. If the actual eligible cost of the project is determined by the Department to be lower than the estimated eligible cost, the funding amount may be reduced accordingly.

E. An increase in the funding amount as a result of an increase in eligible project costs may be considered, provided funds are available. Documentation supporting the need for an increase must be submitted to the Department for approval prior to incurring any costs above the eligible cost ceiling.

F. Payment of the final five percent (5%) of these funds shall be withheld until the following requirements are met:

1. The Borrower's engineer certifies (a) a statement of material compliance that the project has been constructed according to plans and specifications previously approved by the Department, or record drawings that discloses deviations, (b) an operations manual has been completed and (c) that the project is fully operational; and

2. The Department has inspected the project and verifies the engineer’s certification; and

3. The Special Conditions in Section V have been met; and

4. A responsible charge operator (RCO) has been designated in accordance with Section IV

G. This offer is subject to the existence of the offered sum of money in the Account at the time of payment. Should the offered sum of money not be available in the Account at the time of payment, the Department hereby agrees to pay the Borrower the offered sum of money based on the Borrower's priority position immediately upon the accrual of said sum in the Account.

SECTION VII. SUSPENSION OR TERMINATION OF FUNDING AGREEMENT

A. The Director may suspend or terminate this Agreement prior to final disbursement for failure of the Borrower or its agents, including engineering firm(s), contractor(s), or subcontractor(s) to perform. This Agreement may be suspended or terminated for good cause including, but not limited to, the following:

1. Commission of fraud, embezzlement, theft, forgery, bribery, misrepresentation, conversion, malpractice, misconduct, malfeasance, misfeasance, falsification or unlawful destruction of records, receipt of stolen property or any form of tortious conduct; or

2. Commission of any crime for which the maximum sentence includes the possibility of one (1) or more years imprisonment or any crime involving or affecting the project; or

3. Violation(s) of any term of this Agreement; or

4. Any willful or serious failure to perform within the scope of the project, project schedule, terms of engineering subagreements, or contracts for construction; or

5. Utilizing a contractor or subcontractor who has been suspended or debarred by order of any federal or state agency from working on public work projects funded by that agency.

B. The Director will notify the Borrower in writing and by certified mail of the intent to suspend or terminate this Agreement. The notice of intent shall state:

1. Specific acts or omissions which form the basis for suspension or termination; and

2. Availability of a contested case hearing before the Board of Environmental Quality conducted as provided for in the Contested Case Rule and Rules for Protection and Disclosure of Records, IDAPA 58.01.23.

C. If the Borrower does not initiate a contested case hearing before the Board by filing a petition within the time period specified by the Contested Case Rule and Rules for Protection and Disclosure of Records, IDAPA 58.01.23., the Department may thereafter terminate or suspend the Agreement by written notice to the Borrower. If the Borrower initiates a contested case, the termination or suspension shall be determined by the Board.

D. The Borrower shall perform no work under the Agreement after receiving a notice of intent to suspend or terminate until all administrative proceedings and appeals therefrom are final or the Department reinstates the Agreement as provided herein.

E. Upon written request by the Borrower with evidence that the cause(s) for suspension no longer exists, the Director may, if funds are available, reinstate the Agreement.

F. No terminated funding shall be reinstated. If the funds are terminated prior to final disbursement, the Borrower shall immediately pay back to the Department all disbursed funds and accrued interest. That in the event there is a breach by the Borrower of any of the terms or conditions of this Agreement, the entire amount may be declared due and immediately payable to the Department. All expenses incurred by the Department, which may include costs and attorney's fees, may be required to be repaid by the Borrower to the Department.

SECTION VIII. ACCESS AND INDEMNIFICATION

The Borrower agrees to:

A. Provide the Director, or his/her authorized agents, and the U.S. Environmental Protection Agency, access to all files, records, accountings and books relating to the management and accountability of this loan.

B. To the extent permitted by law, indemnify and hold harmless the State of Idaho, its agents and its employees from any and all claims, actions, damages, liabilities and expenses directly or indirectly connected to the Borrower or its agents, employees, contractors, or assignees actions related to the location, design, construction, operation, maintenance, repair, failure or deactivation of the project or any part of the project.

SECTION IX. OFFER

The offer set forth herein must be accepted, if at all, on or before 60 days from the date of this funding offer. An acceptance must be accompanied by a resolution of the Applicant's governing body authorizing the signator to sign on the Applicant's behalf for the purpose of this agreement.

Jess Byrne

____

Jess Byrne
Director
Department of Environmental Quality

02/25/2026

____

Date

SECTION X. ACCEPTANCE

The City of Lewiston, by and through its undersigned representative(s), accepts the foregoing offer and agrees to discharge all obligations and to comply with all terms and conditions contained herein.

____

Signature of Representative

Daniel G. Johnson, Mayor

Name and Title of Representative - type or print

____

Date

LOAN AGREEMENT BETWEEN THE STATE OF IDAHO
DEPARTMENT OF ENVIRONMENTAL QUALITY AND
THE CITY OF LEWISTSON
LOAN PROJECT NUMBER: WW2602EC
ATTACHMENT A - PROJECT SCHEDULE

Pursuant to Section IV, Project Management of the loan agreement (Agreement) between the State of Idaho, Department of Environmental Quality (Department) and the City of Lewiston (Borrower), Loan Project Number: WW2602EC, the Borrower agrees to complete the project, which consists of completing an environmental review and addressing PFAS, pharmaceuticals, and endocrine-disrupting chemicals by installing additional waster mains for the East Orchards neighborhood and converting homes from septic to a public wastewater treatment plant in accordance with the following schedule:

Estimated Completion Date	Task
02/26/2027	State Environmental Review Process (SERP) Completion
06/25/2027	Preliminary Engineering Report (PER)
12/01/2027	Final Plans, Specifications and Bidding Documents
01/19/2028	Project Bidding Results
03/13/2028	Award of Construction Contract
04/15/2029	Final Construction Completion
06/01/2029	User Charge or Tax Assessment System Enacted
06/01/2029	Sewer Use Ordinance Enacted
06/01/2029	Final O&M Manual and Record Drawings
06/08/2029	Updated Wastewater System Classification Worksheets
06/08/2029	Verify Appropriate Operator Licensure
06/09/2029	Final SRF Inspection Completed
06/15/2029	Final Reimbursement Request Submitted to DEQ

Project schedule approved by:

Signature of Borrower Representative

Dustin Johnson, Lewiston Public Works Director
Printed Name of Borrower Representative

Date of Approval

Signature of Department Representative

Printed Name of Department Representative

Date of Approval

Davis Bacon Compliance Requirements for Borrowers
Attachment B (SRF-05)

Compliance with this attachment to the loan offer will be monitored as part of the DEQ project approval process and during interim and final inspections.

1. **OBTAINING WAGE DETERMINATIONS AND INCLUSION INTO PROJECT.**
   a. For contacts greater than $2,000, the Borrower shall obtain the wage determination for the locality in which project will take place prior to issuing advertisement for bids, proposals, quotes, or other methods for soliciting contracts (solicitation) for activities subject to Davis Bacon. Wage determinations can be found at *www.sam.gov.* These wage determinations shall be incorporated into bid documents and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.
      i. While the solicitation remains open, the Borrower shall monitor *www.sam.gov* weekly to ensure that the wage determination contained in the solicitation remains current. The Borrower shall amend the solicitation if Department of Labor (DOL) issues a modification more than 10 days prior to the closing date (i.e., bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the Borrower may request a finding from the Idaho Department of Environmental Quality (DEQ) that there is not a reasonable time to notify interested contractors of the modification of the wage determination. DEQ will provide a report of its findings to the Borrower.
      ii. If the Borrower does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless DEQ, at the request of the Borrower, obtains an extension of the 90-day period from DOL pursuant to 29 CFR 1.6©(3)(iv). The Borrower shall monitor *www.sam.gov* on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.
   b. If the Borrower carries out activity subject to Davis Bacon by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the Borrower shall insert the appropriate DOL wage determination from *www.sam.gov* into the ordering instrument.
   c. The Borrower shall review all subcontracts subject to Davis Bacon entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.
   d. As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination

applicable to a sub recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the Borrower has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the Borrower shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The Contractor must be compensatedfor any increases in wages resulting from the use of DOL's revised wage determination.

2. CONTRACT AND SUBCONTRACT PROVISIONS.

a. The Borrower shall insert in full, for any Contract in excess of $2,000, Davis Bacon contractual clauses contained in Supplemental Specification Insert for Idaho Drinking Water and Clean Water State Revolving Fund attached to the loan agreement or found within the Customer Handbook at *www.deq.idaho.gov/SRF.*

3. REQUEST ADDITIONAL "TRADE" CLASSIFICATIONS AND WAGE RATES

a. If a work classification(s) does not appear on the wage determination, the Borrower shall request an additional classification and wage rate. It is recommended the process be started early during the preconstruction conference. The Borrower and prime contractor for the project should identify the classification needed and recommend a wage rate through the DEQ. Requests can be approved if:

   i. The work that will be performed by the requested classification is not already performed by another classification that is already on the wage determination (e.g., if there already is an Electrician classification and wage rate on the wage determination, another Electrician classification and rate cannot be requested.)

   ii. The classification is utilized in the area by the construction industry.

   iii. The proposed wage rate, including bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

   iv. If the contractor and laborers and mechanics to be employed in the classification (if known), and the Borrower agree on the classification and wage rate (including fringe where appropriate).

b. Requests shall be made in writing through the Borrower, including a completed Conformance Request SF 1444 Form available through DOL. The request should identify the work classification that is missing, the recommended wage rate for the classification and a copy of the project wage rate determination. The Borrower shall send the packet to DEQ for review and submission to the DOL for approval. DOL's response to DEQ will be forwarded to the Borrower.

c. If the request is denied, the Borrower will be notified what classification and rate should be used. Requesting additional classification does not delay the payroll process. It may however result in correcting underpayments (wage restitution) if

DOL is not in agreement with the request

4. PAYROLL REVIEWS

a. The Federal Copeland Act requires that workers be paid at least once a week, and without any deductions or rebates except permissible deductions such as payroll taxes, deductions the worker authorizes in writing, or those provided by court order. The Act also requires contractors to maintain payroll records and submit weekly certified payroll and statement of compliance to the Borrower certifying wages paid and deductions made. The appropriate wage rates are those determined pursuant to the federal Davis-Bacon related acts by the DOL.

b. Borrower shall review payrolls to determine if workers on the construction project have received appropriate rates of overtime compensation. The Contract Work Hours and Safety Act requires that laborers and mechanics receive overtime compensation at a rate of not less than one and one-half times their regular hourly wage after they have worked 40 hours in one week on SRF funded projects.

c. Borrower shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The Borrower shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the sub recipient shall spot check payroll data within two weeks of each contractor or subcontractor’s submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract as required by paragraph 7(a). Borrower shall conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis Bacon requirements. Borrower’s review of shall include the following:

    i. Payrolls were submitted on time.

    ii. Forms were filled out completely including the name, identifying number, address, and job classification for each employee.

    iii. All self-employed owners, who have no employees, are designated as an employee, and are reported on the certified payroll of the prime contractor (or subcontractor if hired by them). In this instance, payroll records are completed the same as for employees and enter “self-employed” and contracting license number where the payroll asks for deductions.

    iv. If the owner of the company has employees but also performs work as a laborer or mechanic on the project covered by Davis-Bacon wage decisions, the owner must list himself as an employee on the certified payroll he submits for his employees. The payroll form is completed the same as for employees and owner is identified as “self-employed, owner or owner/operator”.

    v. The wages and fringes listed on the certified payroll for each job classification agree with those identified on the statement of intent to pay prevailing wages.

vi. The payrolls include all the classifications being utilized even if not listed on the statement of intent to pay prevailing wages.

vii. Payrolls only include permissible deductions.

viii. When fringe benefits are being paid into a benefit plan, block 4(a) on the back of the certified payroll form must be checked.

ix. Apprentices or trainees listed on the certified payroll are working under approved apprenticeship and training agreements. Copies of those certifications should be included with payrolls.

x. The payroll form is signed.

5. CONDUCT ON-SITE REVIEWS

a. The Borrower, or its representative, must provide for visits to the construction site to determine that:

i. Wage determinations are posted at the job site.

ii. Employees are working within the proper job classification.

6. CONDUCT EMPLOYEE INTERVIEWS

a. If there is reason to suspect contractor noncompliance, the Borrower or its representative must conduct employee interviews with at least one employee in each trade to determine the following:

i. Employees are being paid the amounts/rates stated on the payrolls.

ii. Employees are being properly compensated for overtime hours.

iii. Employees are receiving their full wages and fringe benefits and are not being subjected to coercion or kickback tactics by the contractor or subcontractors.

iv. Contractors and subcontractors are using and paying apprentices and trainees appropriately.

b. The Borrower shall use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. SF1445 is available from DOL.

c. The Borrower must immediately report potential violations of the Davis Bacon prevailing wage requirements to DEQ project manager, and if directed by DEQ project manager, appropriate EPA and DOL contacts.

7. SUBMIT FIRST WEEK LABOR STANDARDS (21 DAY LABOR PACKET)

a. For each prime and subcontractor performing work on-site during the first week of construction, the Borrower must provide a copy of the following documents to the DEQ project manager, within 21 days after the contractors start construction on the project.

i. Certified payroll for the first week's pay period and Borrower's analysis and opinion of compliance with Davis Bacon requirements.

ii. Employee interview forms for the first week (if there is a reasonable doubt that any contractor is not fully complying with DB prevailing wages)

b. The purpose for submitting the above information to DEQ is to assure that any underpayments are detected early, and appropriate corrections made early while easy to implement. The first week labor standards (21 day) packet must be provided to DEQ, and any underpayments resolved before DEQ will pay the construction reimbursement request. If underpayments are discovered, DEQ will notify the Borrower to work with the prime contractor to have wage restitution made and a corrected certified payroll submitted to DEQ for approval.

8. RESOLVE OVERTIME VIOLATIONS

a. If the prime contractor or subcontractors do not compensate a worker appropriately for overtime, the Borrower shall notify DEQ and work with the prime contractor to resolve the overtime violations.

    i. If the violation is less than $10 per worker, the violation does not have to be reported.

    ii. If the violation is $10 or more per worker, the prime contractor must make payment or assure payments are made by subcontractors and submit a corrected certified payroll and a copy of the check to the worker and send it to the Borrower. Any time the violation is $10 to $999, the Borrower must notify DEQ in writing. If the violation is $1,000 or more, the Borrower must submit a Labor Standards Enforcement Report to DEQ who will coordinate the violation with the DOL or EPA (contact DEQ for assistance in filing this report).

9. RESOLVE OTHER UNDERPAYMENTS

a. If a mathematical error, misclassifications, or other error that results in the underpayment of wage or fringe benefits occurs, the prime contractor or subcontractor must make wage restitution and submit a corrected certified payroll and a copy of the check showing the underpayment made to the worker, to the Borrower.

10. MAINTAIN PROJECT RECORDS

a. The Borrower is required to maintain project records that document all financial, monitoring and inspection transactions, and progress reviews that occur during the life of the project. Borrowers must maintain copies of weekly certified payrolls and any corrected certified payrolls, copies of correspondence and resolution of overtime violations, and copies of employee interviews in the project files for a minimum of three (3) years after final completion of the project.

Supplemental Specification Insert for Idaho Drinking Water and Clean Water State Revolving Fund Loan Attachment C (ENG-03)

A. GENERAL

1. The requirements contained herein apply to all projects either partially or completely funded by the Drinking Water State Revolving Fund and/or Clean Water State Revolving Fund (DWSRF or CWSRF) Program. In the event of conflict with other requirements contained elsewhere, the requirements contained herein shall control.
2. All applicable federal, state, and local laws shall be complied with during bidding and construction. The Contractor is responsible for its own and its employees' acts or omissions under the laws and the contract and are jointly and equally responsible for the acts and omissions of their employees.
3. Copies of all documentation required by this specification insert shall be kept by the Owner, who shall maintain the records until three years of loan repayments have occurred.

B. MAINTENANCE OF EXISTING TREATMENT WORKS DURING CONSTRUCTION

1. Where construction consists of replacement or modification to any existing supply or distribution line, pumping facility or water treatment works, the Contractor shall provide for the maintenance of the works' conveyance of water and its existing level of treatment at all times during construction, unless otherwise specified within these specifications.

C. ACCESS

1. The Contractor shall provide for access to all sites of contract work for representatives of the Environmental Protection Agency (EPA) and the state Department of Environmental Quality (DEQ).

D. BONDING REQUIREMENTS

1. For construction or facility improvement contracts exceeding $100,000, the minimum requirements shall be as follows:
   a. Bid guarantee: a bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
   b. Performance bond: a performance bond on the part of the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the Contractor's obligations under such contract.
   c. Payment bond: a payment bond on the part of the Contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure

payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

E. SAFETY: Contractor is solely responsible for ensuring safety standards at the project site and for ensuring that all work will be conducted in a manner consistent with Occupational Safety and Health Administration Safety and Health Standards, 29 Code of Federal Regulations (CFR) Part 1926.

F. OPTIONAL PROJECT SIGN: A DEQ SRF project sign is not required for the project. If the Contractor is required elsewhere in the Contract to provide a project sign, then the project sign shall be in substantial conformance with DEQ SRF sign specifications below.

1. DEQ SRF SIGN SPECIFICATIONS:

   a. The project sign shall be in accordance with DEQ SRF sign template provided by DEQ to the Owner. Exhibit 1 below is provided as an example. The Contractor shall coordinate with the Owner to secure sign specific to this Project. Any additional information displayed on the sign should not detract from or displace the information required.

   b. The sign shall be constructed of 4 feet by 8 feet exterior type high-density overlaid plywood or other sign material of equivalent quality and framed with 2 inch by 4 inch wood of suitable grade.

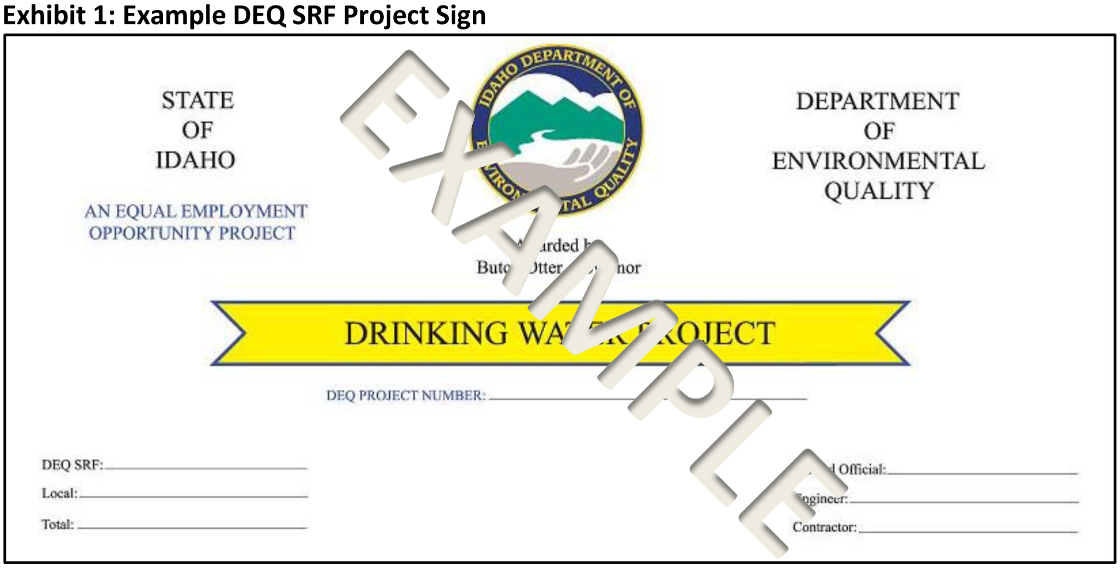
   c. The DEQ logo shall be 11 inches in diameter.

   d. The sign shall be painted with black or other visible dark lettering on a white background. Lettering shall be of professional quality and all lettering should be in proportion to the sizes shown.

   e. The Contractor should provide adequate support for the sign with regard to site conditions and it should be an adequate distance above the prevailing grade to permit public viewing.

   f. When the project is ready for final payment and accepted by DEQ, the Contractor shall remove and appropriately dispose of or reuse the sign unless otherwise required by the Contract.

Exhibit 1: Example DEQ SRF Project Sign



G. SRF CONTRACT REQUIREMENTS: The following clauses shall be included as part of these specifications and thereby incorporated into the construction Contract:

1. PRIVITY OF CONTRACT: The construction Contract is funded in part with funds from the EPA and DEQ. Neither the United States, the State of Idaho nor any of its departments, agencies, or employees is, or will be a party to the construction Contract or any lower tier contract.
2. AUDIT ACCESS TO RECORDS:
    a. The Contractor (the person or entity under contract with the Owner to perform the work partially or fully paid for with DWSRF and/or CWSRF) shall maintain books, records, documents, and other evidence directly pertinent to performance on DWSRF and/or CWSRF-funded work under this contract in accordance with generally accepted accounting principles and practices consistently applied, and the applicable DEQ regulations in effect on the date of execution of this construction contract. The Contractor shall also maintain the financial information and data used in the preparation or support of any cost submission required under applicable regulations for negotiated contracts or change orders and a copy of the cost summary submitted to the Owner. The DEQ, the EPA, the Comptroller General of the United States, the United States Department of Labor, and the Owner, or any of their authorized representatives shall have access to all such books, records, documents, and other evidence for the purpose of inspection, audit, and copying during normal business hours. The Contractor will provide proper facilities for such access and inspection.
    b. If this is a fixed price contract awarded through sealed bidding or otherwise on the basis of effective price competition, the Contractor agrees to make paragraphs (a) through (g) of this clause applicable to all negotiated change orders and contract amendments affecting the contract price. In the case of all other types of prime contracts, the Contractor agrees to make paragraphs (a) through (g) applicable to all contract awards in excess of $10,000, at any tier, and to make paragraphs (a) through (g) of this clause applicable to all change orders directly related to project performance.
    c. Audits conducted under this provision shall be in accordance with generally accepted auditing standards and with established procedures and guidelines of the reviewing or audit agency.
    d. The Contractor agrees to disclose all information and reports resulting from access to records under paragraphs (a) and (b) of this clause to any of the agencies referred to in paragraph (a).
    e. Records under paragraphs (a) and (b) above shall be maintained by the Contractor during performance on DEQ assisted work under this contract and for three years after the Owner makes final payment to the Contractor and all other pending matters are closed.
    f. Access to records is not limited to the required retention periods. The authorized representatives designated in paragraph (a) of this clause shall have access to records at any reasonable time for as long as the records are maintained.

g. This right of access clause applies to financial records pertaining to all contracts (except for fixed price contracts awarded through sealed bidding or otherwise on the basis of effective price competition), and all contract change orders regardless of the type of contract, and all contract amendments regardless of the type of contract. In addition, this right of access applies to all records pertaining to all contracts, contract change orders, and contract amendments:

    i. To the extent the records pertain directly to contract performance

    ii. If there is any indication that fraud, gross abuse, or corrupt practices may be involved; or

    iii. If the contract is terminated for default or for convenience.

3. COVENANT AGAINST CONTINGENT FEES: The Contractor assures that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purposes of securing business. For breach or violation of this assurance, the Owner shall have the right to annul the Contract without liability or, at its discretion, to deduct from the Contract price or consideration, or otherwise recover the full amount of such commission, percentage, and brokerage or contingent fee.

4. GRATUITIES

   a. If the Owner finds after a notice and hearing that the Contractor or any of the Contractor's agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of the Owner, DEQ or EPA in an attempt to secure a contract or favorable treatment in awarding, amending or making any determinations related to the performance of the Contract, the Owner may, by written notice to the Contractor, terminate the Contract. The Owner may also pursue other rights and remedies that the law or this Contract provides.

   b. In the event this Contract is terminated as provided in paragraph (a), the Owner may pursue the same remedies against the Contractor as it could pursue in the event of a breach of the Contract by the Contractor, and as a penalty, in addition to any other damages to which it may be entitled by law, be entitled to exemplary damages in an amount which shall be not less than three nor more than ten times the costs the Contractor incurs in providing any such gratuities to any such officer or employee.

5. CONTRACTS FOR PROFESSIONAL SERVICES: The following clause applies only to contracts that include professional services:

   a. The Contractor is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports and other services furnished by the Contractor under this Contract. If the Contract involves environmental measurements or data generation, the Contractor shall develop and implement quality assurance practices consisting of policies, procedures, specifications, standards and documentation sufficient to produce data of quality adequate to meet project objectives and to minimize loss of data due to unforeseen conditions or malfunctions. The Contractor shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in that Contractor's designs, drawings, specifications, reports and other services.

b. The Contractor shall perform the professional services necessary to accomplish the work specified in the Contract in accordance with the Contract and applicable DEQ requirements in effect on the date of execution of the funding assistance agreement for this project.

c. The Owner's or DEQ's approval of drawings, designs, specifications, reports and incidental work or materials furnished shall not in any way relieve the Contractor of responsibility for the technical adequacy of his work. Neither the Owner's nor DEQ's review, approval, acceptance or payment for any of the services shall be construed as a waiver of any rights under the Contract or of any cause for action arising out of the performance of the Contract.

d. The Contractor shall be, and shall remain, liable in accordance with applicable law for all damages to the Owner or DEQ caused by the Contractor's negligent performance of any of the services furnished under this Contract, except for errors, omissions or other deficiencies to the extent attributable to the Owner, Owner-furnished data or third party. The Contractor shall not be responsible for any time delays in the project caused by circumstances beyond the Contractor's control.

e. The Contractor's obligations under this clause are in addition to the Contractor's other express or implied assurances under this Contract or state law and in no way diminish any other rights that the Owner may have against the Contractor for faulty materials, equipment or work.

6. ANTI-LOBBYING ACT: The Contractor agrees to comply with the requirements of the federal Anti-Lobbying Act, Section 1352, Title 31, U.S. Code, which requires disclosure of lobbying activities. The Certification Form, "*Certification of Compliance with Anti-Lobbying Act*", (Attachment A see Section L - Submissions), must be signed by all Contractors entering into contracts of $100,000 or greater.

7. COMPLIANCE WITH COPELAND ACT REQUIREMENTS: The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated in this contract by reference.

8. SUBCONTRACTS: The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

9. CONTRACT TERMINATION - DEBARMENT: A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

10. DAVIS-BACON WAGE RATE REQUIREMENTS UNDER THE CONSOLIDATED AND FURTHER CONTINUING APPROPRIATIONS ACT, 2013 (P.L. 113-6): With respect to the Clean Water and Drinking Water State Revolving Funds, Davis Bacon prevailing wage rates are a requirement of the project. All rulings and interpretations of the Davis-Bacon and Related Acts contained in

29 CFR parts 1, 3, and 5 are herein incorporated by referencein the Contract. The following provision shall apply to the Contract:

a. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

b. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (f) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in section 5.5(a)(4) of the Davis-Bacon Act. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein. Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (c) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

c. The Contractor shall require that any class of laborers or mechanics, including helpers, which is not listed in the general wage determination and which is to be employed under the Contract be classified in conformance with the wage determination. The Contractor and Owner shall submit request for additional classification to DEQ project manager when the following criteria have been met:

   i. The work to be performed by the classification requested is not performed by a classification in the wage determination; and

   ii. The classification is utilized in the area by the construction industry; and

   iii. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

   iv. If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Owner agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the Owner to the DEQ project manager. The DEQ project manager will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor (DOL), Washington, DC. The Contractor and Owner shall transmit such request for additional classification using most recent version of DOL Conformance Request SF1444 Form. The DOL Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the DEQ project manager or will notify the DEQ project manager within the 30-day period that additional time is necessary.

d. In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Owner do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the DEQ project manager shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the DEQ project manager, to the DOL Administrator for determination. The DOL Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the DEQ project manager within the 30-day period that additional time isnecessary.

e. The wage rate (including fringe benefits where appropriate) determined (c) or (d) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

f. Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

g. If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

h. In the event of Contractor's failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Contract, the Owner shall withhold or cause to be withheld from the Contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. DEQ or EPA may, after written notice to the Contractor and Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

i. If a mathematical error, misclassifications, or other error that results in the underpayment of wage or fringe benefits occurs, the Contractor or subcontractor must make wage restitution and submit a corrected certified payroll and a copy of the check showing the underpayment made to the worker, to the Owner.

j. Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractor employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

   i. The Contractor shall submit weekly, for each week in which any Contract work is performed, a copy of all payrolls to the Owner. Such documentation shall be available on request of the DEQ or EPA. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/whd/forms/wh347instr.htm or its successor site. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractor and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Owner for transmission to DEQ or EPA if requested the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a

Contractor to require a subcontractor to provide addresses and social security numbers to the Contractor for its own records, without weekly submission to the Owner.

ii. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

1. That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
2. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

iii. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by this section.

iv. The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

v. The Contractor or subcontractor shall make the records of this section available for inspection, copying, or transcription by authorized representatives of the DEQ, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or DEQ may, after written notice to the Contractor and Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

k. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or sub contractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the DOL Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

l. Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training

Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

m. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10), and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

n. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

o. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and Owner, DEQ, EPA, the U.S. Department of Labor, or the employees or their representatives.

p. Certification of eligibility.

    i. By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

    ii. No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

    iii. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

q. Contract Work Hours and Safety Standards Act: For Contract in excess of $100,000.00, the Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall not require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

i. In the event of any violation set forth in this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in this section.

ii. The Owner shall withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under the Contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (i) of this section.

iii. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

iv. If the Contract is subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, socialsecurity number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of DEQ and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

11. BUILD AMERICA, BUY AMERICA: The goods and services under this Contract are being funded with federal monies and have statutory requirements commonly known as “Build America, Buy America” that requires all of the iron and steel, manufactured products, and construction materials used in the project to be produced in the United States (“Build America, Buy America Requirements”) including iron and steel, manufactured products, and construction materials provided by the Contactor pursuant to this Contract.

    a. Notwithstanding any other provision of this Contract, any failure to comply with this paragraph by the Contractor shall permit the Owner or DEQ to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Owner or DEQ resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from DEQ or any damages owed to DEQ by the Owner). DEQ is a third-party beneficiary and neither this paragraph (nor any other provision of this Contract necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of DEQ.

b. The Contractor shall secure a manufacture’s certification of compliance statement with Build America, Buy America Requirements for all iron and steel, manufactured products, and construction materials delivered to the project site. The certification of compliance statement shall include, at a minimum 1) Project name and location 2) Product delivered to the project site 3) Documentation includes statement attesting that the products supplied to the Owner are compliant with Build America, Buy America Requirements (reference the Infrastructure Investment and Jobs Act (“IIJA”) or the Bipartisan Infrastructure Law (BIL) are also acceptable. References to the American Iron and Steel (AIS) requirements are also acceptable and reciprocal with for such items. 4) Documentation that manufacturing occurred in the United States, which may include, the location(s) of manufacturing for each manufacturing step that is being certified. It is acceptable for manufactured products to note a single point of manufacturing, documenting that the final point of manufacturing is in the United States. 5) Signature of company representative on company letterhead. The signatory of the certifying statement shall affirm their knowledge of the manufacturing processes for the referenced product(s) and attests that the product meets the Build America, Buy America Requirements.

c. The Contractor shall develop and maintain an on-site product compliance log containing current records of all iron and steel, manufactured products, and construction materials arriving on the construction site. The compliance log shall include the manufacture’s certification of compliance statement, type of product (e.g. iron and steel, manufactured products, or construction materials), purchase order number and sufficient product information to enable tracking of the products, such as product description, serial and lot numbers (if available), manufacturer's name, and origin of shipment including city and state. In addition, a separate log shall be maintained to track information related to de minimis materials such as purchase order number, product description, current value of de minimis materials, and the running percentage of de minimis product value received to the total cost of the project. The on-site materials compliance log and de minimis log shall be made available to the Owner and DEQ upon request.

d. Contractor shall submit an executed Bidder's Certification of Compliance, (Form BABA-1, see Section L – Submissions), covering all proposed steel and iron products, manufactured products, and construction materials shall be furnished by bidders as part of the sealed bid; this Certification is required in order to constitute a valid bid.

12. REQUIRED NONDISCRIMINATION CONTRACT REQUIREMENT: The Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in the termination of this Contract or other legally available remedies.

13. REQUIRED CERTIFICATIONS:

    Boycott of Israel. Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars ($100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.

    Ownership or Operation by China. Pursuant to Idaho Code section 67-2359, Contractor certifies that it 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. The terms in this section defined in Idaho Code section 67-2359 shall have the meaning defined therein.

    Boycott of Various Industries. Pursuant to Idaho Code § 67-2347A, if payments under the contract exceed one hundred thousand dollars ($100,000) and Contractor employs ten or more persons, Contractor is not currently engaged in, and will not for the duration of the contract 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. The terms in this Section defined in Idaho Code § 67-2347A shall have the meaning defined therein, including through reference to another section of Idaho code.

H. SUSPENDED AND DEBARRED: The Contractor shall comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532 (Suspension and Debarment). The Contractor or subcontractor shall not knowingly enter into covered transactions (any contract awarded to a subcontractor, supplier, or consultant where the expected amount of the contract is $25,000 or greater) with excluded persons.

1. General: Prohibition on Equipment Purchase from Excluded Contractors: In addition, Owner and Contractors shall check that certain prohibited equipment, systems, or services, including equipment, systems, or services are not produced or provided by entities identified and recorded in the System for Award Management Items included in the prohibition are not eligible SRF costs, and the SRF programs cannot reimburse Owner or Contractors for these costs.

2. Telecommunications and Surveillance Equipment: Owner and Contractors are prohibited from obligating or expending loan funds to procure equipment, services, or systems that use telecommunications equipment or services produced by Huawei Technologies Company or ZTE Corporation. Owner and Contractors also may not use SRF funds to purchase: video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company. Owner and Contractors shall be mindful of automatic meter reading (AMR) technology and advanced metering infrastructure (AMI), instrumentation control systems (e.g. process control systems, distributed control systems and programmable logic controls),

and security cameras and other electronic security measures to ensure that those items are procured from a non-excluded entity.

3. Condition For all Lower Tier Transactions: The Contractor or subcontractor shall insert this condition into all lower tier covered transactions and ensure any subsequent lower tier covered transactions include this condition. Excluded parties may be verified at www.sam.gov.

I. BIDDER'S LIST OF SUBCONTRACTORS: The Contractor shall submit Form 1. Bidder's List of Subcontractors (see Section L - Submissions) to the Owner who shall provide a copy to DEQ. The list shall provide specific contact information on the Contractor and all subcontractors including business name, contact, address, phone, email, date bid submitted; and shall outline the items of work for which they will be retained; and shall indicate if they are a Disadvantaged Business Enterprise (DBE). The completed form must be submitted prior to DEQ issuance of the Authorization to Award.

J. RESERVED

K. DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION: In compliance with the President's Policy Statement on Disadvantaged Business Enterprises (DBEs), Executive Order 12432, and the Environmental Protection Agency's Procurement Under Assistance Agreements Regulation (40 CFR 33), all bidders shall be required to comply fully with these specifications toward the goal of equitable utilization of DBEs. DBEs consist of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE). Such utilization may be through prime contracting, subcontracting, joint ventures, procurement of supplies, material or equipment, or other business participation utilized in performing this project. Contractors shall take necessary and reasonable steps to ensure DBEs have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of EPA-assisted projects.

1. **Requirements:**

a) Bidders must take the following “Good Faith Efforts” in awarding subcontracts for supplies, construction, services, and equipment:
b) Make DBEs aware of contracting opportunities through outreach and recruitment activities.
c) Provide information on forthcoming opportunities and establish reasonable timeframes that encourage participation.
d) Consider whether firms competing for large contracts could subcontract with DBEs.
e) Encourage contracting with a consortium of DBEs when a contract is too large for one firm.
f) Use services and assistance from the Idaho Transportation Department, Idaho Department of Environmental Quality's Fiscal Office, the Small Business Administration, and the Office of Minority Business Enterprise of the U.S. Department of Commerce.

2. **Recordkeeping:**

The Contractor must maintain all records documenting its compliance with the **Six Good Faith Efforts** under 40 CFR Part 33 Subpart C. These records should be retained in accordance with applicable record retention requirements of this specification.

L. SUBMISSIONS (Copies of Required Forms Follow this Section)

1. Form to be submitted by all bidders as part of the sealed bid:
    a. FORM BABA-1: Bidder's Certification of Compliance With Build America, Buy America (BABA) Provisions
2. Forms to be submitted by the Successful Bidder prior to issuance of the authorization to award:
    a. Form 1: Bidder's List of Subcontractors
3. Forms to be submitted by the Successful Bidder to the Owner prior to issuance of the notice to proceed:
    a. ATTACHMENT A Certification of Compliance with Anti-Lobbying Act (Anti- Lobbying Certification)
    b. ATTACHMENT B Certification of Non-Segregated Facilities

To be submitted as part of the sealed bid; Owner forwards a copy to DEQ

FORM BABA-1
BIDDER'S CERTIFICATION OF COMPLIANCE WITH THE CURRENT SRF ASSISTANCE BUILD AMERICA, BUY AMERICA (BABA) PROVISIONS

(To be submitted as part of the sealed bid)

Bidder's Statement of Certification

The Bidder acknowledges to and for the benefit of the ("Owner") for the ("Project") that the Bidder understands the project is being funded in part with SRF Assistance. Build America, Buy America ("BABA") requirements specify that all iron and steel, manufactured products, and construction materials used in the project shall be produced in the United States. Consistent with the terms of the Owner's bid solicitation and the provisionsof SRF Assistance, the Bidder hereby represents and warrants to and for the benefit of the Owner and DEQ that:

1. The Bidder has reviewed and understands the BABA requirements,
2. The Bidder certifies all of the iron and steel, manufactured products, and construction materials used in the project will be and/or have been produced in the United States in a manner that complies with the BABA requirements, unless a waiver of the requirements is approved by Owner and DEQ.
3. The Bidder agrees to provide any further verified information, certification or assurance of compliance with BABA requirements, or information necessary to support a waiver of the BABA, as may be requested by the Owner or DEQ.

Bidder Signature: ______________________________ Date: ________________

Title: ____

Organization: ____

To be Submitted Prior to authorization to Award; Owner forwards a copy to DEQ

FORM 1. BIDDER'S LIST		**Items of Work Bid On**	**Date Bid Submitted**	**MBE/WBE Contractor**
Prime Contractor Information				
Business Name:				
Contact Name:				
Mailing Address:				
Phone:				
Email:				
Subcontractor Information				
Business Name:				
Contact Name:				
Mailing Address:				
Phone:				
Email:				
Subcontractor Information				
Business Name:				
Contact Name:				
Mailing Address:				
Phone:				
Email:				
Subcontractor Information				
Business Name:				
Contact Name:				
Mailing Address:				
Phone:				
Email:				

COPY THIS PAGE IF ADDITIONAL SUBCONTRACTORS ARE NEEDED

Owner receives from the Successful Bidder prior to issuing Notice to Proceed

ATTACHMENT A
CERTIFICATION OF COMPLIANCE WITH ANTI-LOBBYING ACT

The undersigned certifies, to the best of his/her knowledge and belief that:

1. No federally 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 federally funded grant, the making of any federally funded loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federally funded contract, grant, loan or cooperative agreement.

2. If any funds other than federally 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 federally funded 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.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

____ ____________________________

Signature Date

Owner Receives from the Successful Bidder Prior to issuing Notice to Proceed

ATTACHMENT B
CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related subcontracts exceeding $10,000 which are not exempt from the Equal Opportunity clause.)

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certified, further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or area, in fact, segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed contractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such, certification in this file.

Signature: ____Date: ______________________

Name and Title of Signer: ____

1410 N Hilton Street
Boise, ID 83706 • (208) 373-0502

Brad Little, Governor
Jess Byrne, Director

February 27, 2026

The Honorable Daniel Johnson
City of Lewiston
PO Box 617
Lewiston, ID 83501
mayorjohnson@cityoflewiston.org

Subject: City of Lewiston Offer of Emerging Contaminant Funding: WW2602EC

Dear Mayor Johnson:

I am pleased to inform you that your application in the amount of $1,501,280 from the Infrastructure and Investment Jobs Act Clean Water State Revolving Fund (SRF) Emerging Contaminant funding is accepted. The offer is enclosed. Once this offer has been accepted by the city, please complete the project schedule (Attachment A) and sign the offer on page 11. A copy of the signed offer should be kept in the city's files. The loan offer and Attachment A shall be returned to Zoe McCarty at zoe.mccarty@deq.idaho.gov on or before 60 days from the date of this grant offer.

Please pay close attention to the Special Conditions on page 7 of the grant offer. Please note the enclosures include the district's responsibilities for implementing Davis Bacon wage requirements (Attachments B) and an Idaho State Revolving Fund Supplemental Specification Insert (Attachment C), which must be included in all bidding documents and subsequent construction contracts. Also note that plans and specifications must be approved by DEQ prior to project bidding and all contracts must be authorized by DEQ prior to award.

This project will be required to implement the Build America, Buy America (BABA) Act. BABA which expands upon existing American Iron and Steel (AIS) requirements of SRF funded projects which requires that, in addition to iron and steel, all manufactured products and construction materials for the project be produced in United States. Additional information regarding BABA can be found in Attachment C, referenced above, and in the DEQ SRF Customer Handbook located at www.idaho.deq.gov/SRF.

Attached is a system classification worksheet for your review. The system classification information is important and should be shared with your responsible charge operator and substitute responsible charge operator. Please be advised that wastewater system upgrades could change the system classification and the associated responsible charge operator and substitute responsible charge operator license requirements. Should you have any questions regarding system classification, please contact AJ Maupin at (208) 799-4885.

If you have any questions regarding this grant offer, please contact Zoe McCarty at (208) 373-0574 or Breanne Blaisdell in our Lewiston Regional Office at (208) 799-4370.

Sincerely,

Jerri Henry
Drinking Water Protection and Finance Division Administrator

Enclosures (2)

EDMS No.: Transmittal, 2026ALN401; Funding Agreement, 2026ALN400

ec: MaryAnna Peavey, DEQ
Bill Hart, DEQ
Breanne Blaisdell, DEQ
Joe Kaufman, joekaufman@cityoflewiston.org
Aimee Gordon, agordon@cityoflewiston.org
City of Lewiston Public Works, publicworks@cityoflewiston.org
Ryan Rehder, ryan.rehder@merrick.com

CITY COUNCIL MEETING
AGENDA ITEM SUMMARY

ITEM TITLE RESOLUTION 2026-12	**AGENDA NO.** VII. C. **AGENDA DATE:** March 23, 2026

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

The Public Works Department and an engineering consultant (David Evans and Associates) are currently working on developing plans for the reconstruction of Bryden Avenue between 4th and 7th Streets in the Lewiston Orchards. The design is far enough along that additional right-of-way requirements along the project corridor have been established. One of the parcels that has been identified for acquisition of right-of-way is located on the north-west corner of 5th Street and Bryden Avenue, and is owned by the City of Lewiston. The Public Works Department would like the City of Lewiston to dedicate the required right-of-way to the public in preparation for the reconstruction project.

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

Approval of this right-of-way dedication will not directly result in future impacts on Public Works' staff and budgets.

ACTION PROPOSED

City staff recommend that the Lewiston City Council approve the dedication of City owned property to the public for right-of-way purposes by approving resolution 2026-12.

(Above space for Recorder's use)

RESOLUTION 2026-12

A RESOLUTION AUTHORIZING THE DEDICATION OF CITY OWNED PROPERTY AS PUBLIC RIGHT-OF-WAY, ROADWAY, UTILITY, AND ANY OTHER PUBLIC PURPOSE LOCATED NEAR THE NORTH-WEST CORNER OF 5TH STREET AND BRYDEN AVENUE

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

WHEREAS, the City of Lewiston ("City") is the fee simple owner of certain real property situated within the City's corporate limits, located on the north-west corner of 5th Street and Bryden Avenue, which property is more particularly described in the Dedication attached hereto and incorporated herein as Exhibit A, hereafter referred to as the "Property";

WHEREAS, the City has determined that dedication of the Property for public right-of-way, roadway, utility, and any other public purpose is in the public interest and will promote public health, safety, and welfare by facilitating public transportation circulation, access, and the construction, operation, and maintenance of public infrastructure and services;

WHEREAS, the Lewiston City Council finds it necessary and appropriate to formally dedicate the Property for such public uses and to authorize the execution and recordation of all instruments necessary to effectuate such dedication.

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

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

<u>SECTION 2:</u> The Dedication is hereby approved, and a copy of said Dedication is attached hereto and incorporated herein as Exhibit A.

<u>SECTION 3:</u> The Mayor and City Clerk are hereby authorized to execute and record said Dedication on behalf of the City.

<u>SECTION 4:</u> This resolution shall become effective upon passage.

PASSED this __________ day of ____________________________ 2026

CITY OF LEWISTON

By: ________________________________
Daniel G. Johnson, Mayor

ATTEST:

____
Tanya M. Brocke, City Clerk

(Above space for Recorder's use)

DEDICATION

The City of Lewiston, an Idaho municipal corporation, hereby dedicates, grants, conveys, and provides to public use for public right-of-way, roadway, utility, and any other public purpose, its interest in the property described in Exhibit A, attached hereto and incorporated herein. An illustration of said dedicated property is attached hereto and incorporated herein as Exhibit B.

IN WITNESS WHEREOF, the City of Lewiston has executed this dedication on the day and year written below.

DATED this ________ day of ____________________ 2026.

CITY OF LEWISTON

____
Daniel G. Johnson, Mayor

ATTEST:

____
Tanya M. Brocke, City Clerk

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

On this _____ day of ________________ 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 they have the authority to execute this instrument on behalf of the City of Lewiston and did execute this instrument on behalf of the same.

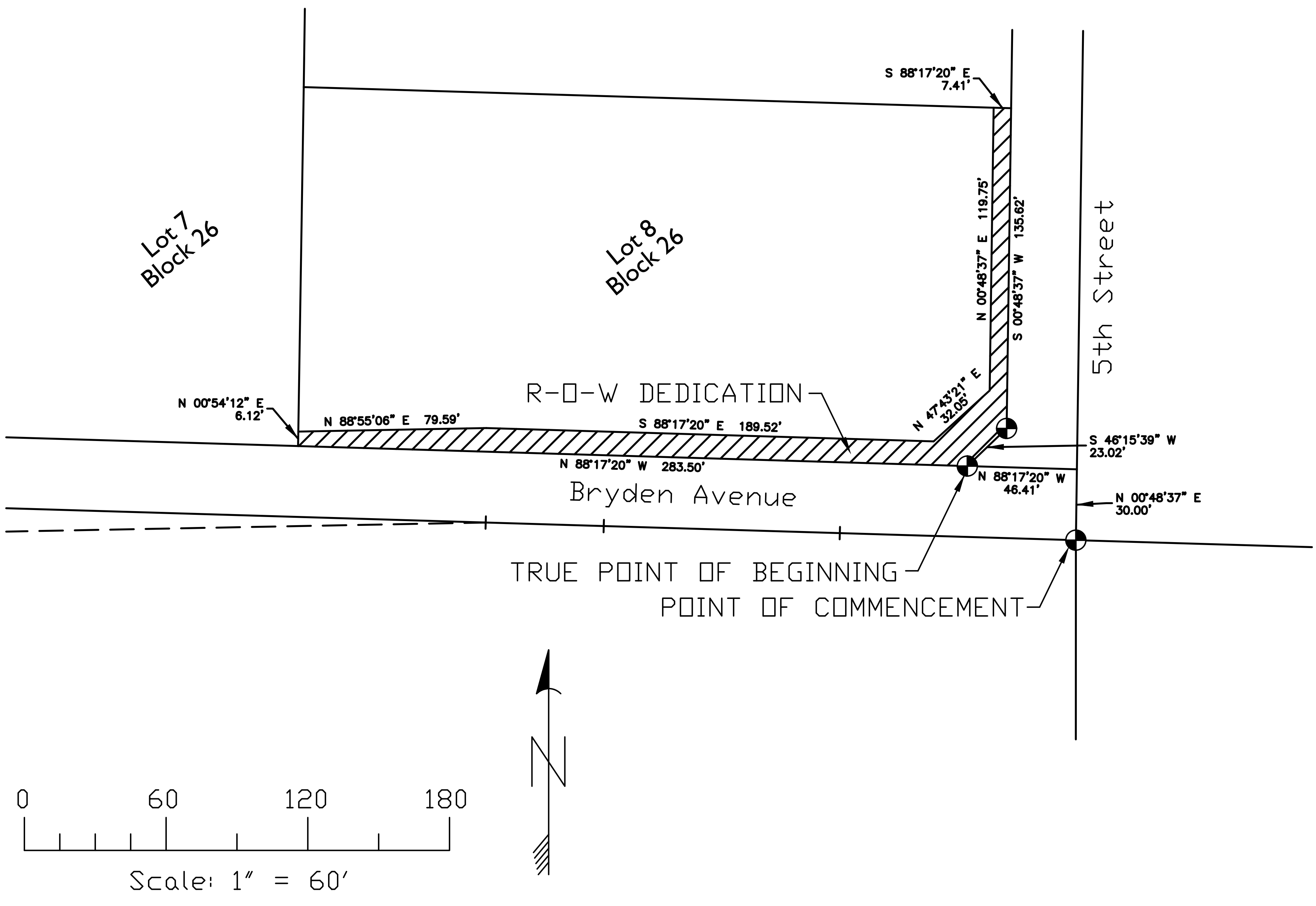
____
Notary Public for the State of Idaho
Commission Expires ____________________________

Exhibit A

A tract of land situate in the north-west ¼ of the north-east ¼ of Section 18, Township 35 North, Range 5 West, Boise Meridian, being a part of Lot 8, Block 26, Lewiston Orchards Tract No. 2 to the City of Lewiston according to the recorded plat thereof, records of Nez Perce County, Idaho, and more particularly described as follows:

Commencing at the centerline intersection of Bryden Avenue and 5th Street according to the said plat of Lewiston Orchards Tract No. 2; Thence North 00°48'37" East along the centerline of said 5th Street a distance of 30.00 feet to a point; Thence leaving the said centerline of 5th Street, North 88°17'20" West a distance of 46.41 feet to an I.T.D. brass-cap right-of-way monument marking the northerly line of the Bryden Avenue right-of-way, and the TRUE POINT OF BEGINNING; Thence following the said northerly right-of-way line of Bryden Avenue, North 88°17'20" West a distance of 283.50 feet to a found 5/8” diameter rebar marking the intersection of the said northerly right-of-way line of Bryden Avene, and the westerly line of said Lot 8 of Block 26; Thence leaving the said northerly right-of-way line of Bryden Avene, and following the said westerly line of Lot 8 of Block 26, North 00°54'12" East a distance of 6.12 feet to a point on the said westerly line of Lot 8; Thence leaving the said westerly line of Lot 8, North 88°55'06" East a distance of 79.59 feet to a point; Thence South 88°17'20" East a distance of 189.52 feet to a point; Thence North 47°43'21" East a distance of 32.05 feet to a point; Thence North 00°48'37" East a distance of 119.75 feet to a point; Thence South 88°17'20" East a distance of 7.41 feet to a point on the current westerly right-of-way line of said 5th Street; Thence following the said current westerly right-of-way line of 5th Street South 00°48'37" West a distance of 135.62 feet to an I.T.D. brass-cap right-of-way monument marking the current westerly line of the 5th Street right-of-way; Thence following the current street right-of-way across the chamfered corner of the street intersection, South 46°15'39" West a distance of 23.02 feet back to the TRUE POINT OF BEGINNING; said tract containing 0.09 Acres (4022.57 Square Feet), more or less.

Exhibit B



S 88°17'20" E
7.41'
Lot 7
Block 26
Lot 8
Block 26
N 00°48'37" E 119.75'
S 00°48'37" W 135.62'
5th Street
R-O-W DEDICATION
N 00°54'12" E
6.12'
N 88°55'06" E 79.59'
S 88°17'20" E 189.52'
N 47°43'21" E
32.05'
S 46°15'39" W
23.02'
N 88°17'20" W 283.50'
N 88°17'20" W
46.41'
Bryden Avenue
N 00°48'37" E
30.00'
TRUE POINT OF BEGINNING
POINT OF COMMENCEMENT
N
0
60
120
180
Scale: 1" = 60'

City of Lewiston

2/12/2026, 8:03:26 AM

1:1,200

0 55 110 220 ft

0 15 30 60 m

Microsoft, Vantor

CITY COUNCIL MEETING
AGENDA ITEM SUMMARY

ITEM TITLE RESOLUTION 2026-14	**AGENDA NO.** VII. D. **AGENDA DATE:** March 23, 2026

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

During discussions regarding proposed residential construction within the Mayfair 3rd Addition development, the Lewiston City Fire Marshal noted a need for secondary fire access for the neighborhood. Preston Avenue, which also dead-ends just 300 feet to the east of the current Mayfair Drive terminus, is the closest opportunity for a future connection to Mayfair Drive. The Public Works Department also noted that the connection of Mayfair Drive and Preston Avenue would provide opportunities for the extension of water and sewer utilities to serve currently undeveloped property east of Bryden Canyon Road. The Public Works Department developed a proposed alignment for extending Mayfair Drive and Preston Avenue which would allow the two streets to intersect in the future. The proposed alignment is also located entirely on property which is currently owned jointly by the City of Lewiston and Nez Perce County. The Public Works Department is requesting that the Lewiston City Council dedicate the City's interest in the described property to the public as right-of-way for the proposed future street extensions. The Lewiston City Attorney has contacted The Nez Perce County Prosecutor's Office to coordinate with them regarding the County's interest in the described property.

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

Approval of this right-of-way dedication will not directly result in future impacts on Public Works' staff and budgets.

ACTION PROPOSED

City staff recommend that the Lewiston City Council approve the dedication of the City's interest in the described property to the public for right-of-way purposes by approving resolution 2026-14.

(Above space for Recorder's use)

RESOLUTION 2026-14

A RESOLUTION AUTHORIZING THE DEDICATION OF CITY OWNED PROPERTY AS PUBLIC RIGHT-OF-WAY, ROADWAY, UTILITY, AND ANY OTHER PUBLIC PURPOSE TO CONNECT MAYFAIR DRIVE AND PRESTON AVENUE

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

WHEREAS, the City of Lewiston ("City") and Nez Perce County ("County") are the fee simple owners of certain real property situated within the City's corporate limits, located east of Bryden Canyon Road and at the western terminus of Preston Avenue, which property is more particularly described in the Dedication attached hereto and incorporated herein as Exhibit A, hereafter referred to as the "Property";

WHEREAS, the City has determined that dedication of the Property for public right-of-way, roadway, utility, and any other public purpose is in the public interest and will promote public health, safety, and welfare by facilitating a connection between Mayfair Drive and Preston Avenue for emergency services, public transportation circulation, access, and the construction, operation, and maintenance of public infrastructure and services;

WHEREAS, the Lewiston City Council finds it necessary and appropriate to formally dedicate its interest in the Property for such public uses and to authorize the execution and recordation of all instruments necessary to effectuate such dedication.

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

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

SECTION 2: The Dedication is hereby approved, and a copy of said Dedication is attached hereto and incorporated herein as Exhibit A.

SECTION 3: The Mayor and City Clerk are hereby authorized to execute and record said Dedication on behalf of the City.

SECTION 4: This resolution shall become effective upon passage.

PASSED this __________ day of ____________________________ 2026

CITY OF LEWISTON

By: ________________________________
Daniel G. Johnson, Mayor

ATTEST:

____
Tanya M. Brocke, City Clerk

EXHIBIT A
to
Resolution 2026-14

(Above space for Recorder's use)

DEDICATION

The City of Lewiston, an Idaho municipal corporation, hereby dedicates, grants, conveys, and provides to public use for public right-of-way, roadway, utility, and any other public purpose, its interest in the property described in Exhibit A, attached hereto and incorporated herein. An illustration of said dedicated property is attached hereto and incorporated herein as Exhibit B.

IN WITNESS WHEREOF, the City of Lewiston has executed this dedication on the day and year written below.

DATED this _______ day of ___________________ 2026.

CITY OF LEWISTON

____
Daniel G. Johnson, Mayor

ATTEST:

____
Tanya M. Brocke, City Clerk

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

On this _____ day of _______________ 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 they have the authority to execute this instrument on behalf of the City of Lewiston and did execute this instrument on behalf of the same.

____
Notary Public for the State of Idaho
Commission Expires ___________________________

Exhibit A

A tract of land situate in the south-west ¼ of the south-west ¼ of Section 7, Township 35 North, Range 5 West, Boise Meridian, State of Idaho, County of Nez Perce, City of Lewiston, and more particularly described as follows.

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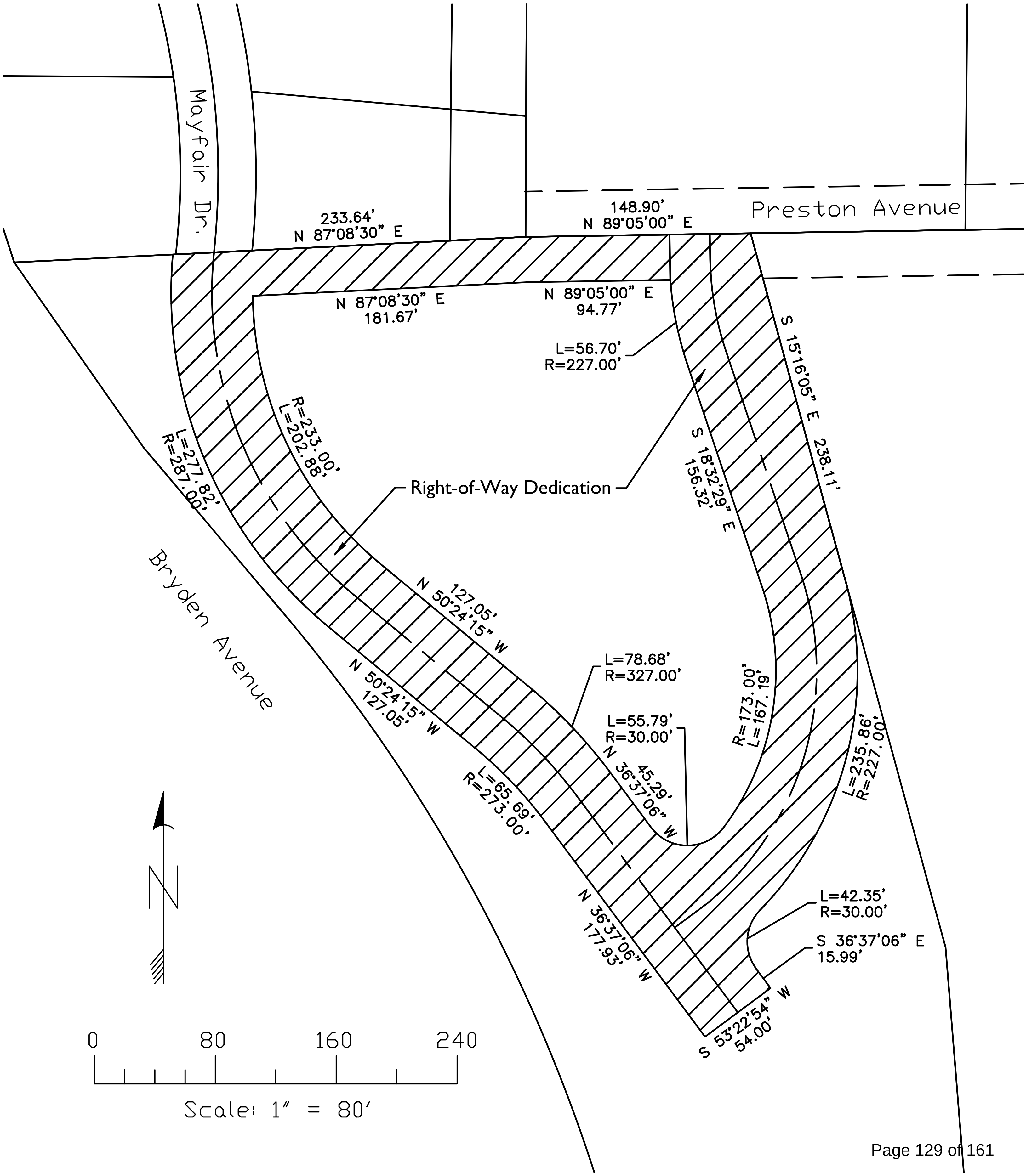
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54.00'
N
0
80
160
240
Scale: 1" = 80'

(Above space for Recorder's use)

DEDICATION

The City of Lewiston, an Idaho municipal corporation, hereby dedicates, grants, conveys, and provides to public use for public right-of-way, roadway, utility, and any other public purpose, its interest in the property described in Exhibit A, attached hereto and incorporated herein. An illustration of said dedicated property is attached hereto and incorporated herein as Exhibit B.

IN WITNESS WHEREOF, the City of Lewiston has executed this dedication on the day and year written below.

DATED this _______ day of ___________________ 2026.

CITY OF LEWISTON

____
Daniel G. Johnson, Mayor

ATTEST:

____
Tanya M. Brocke, City Clerk

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

On this _____ day of _______________ 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 they have the authority to execute this instrument on behalf of the City of Lewiston and did execute this instrument on behalf of the same.

____
Notary Public for the State of Idaho
Commission Expires ___________________________

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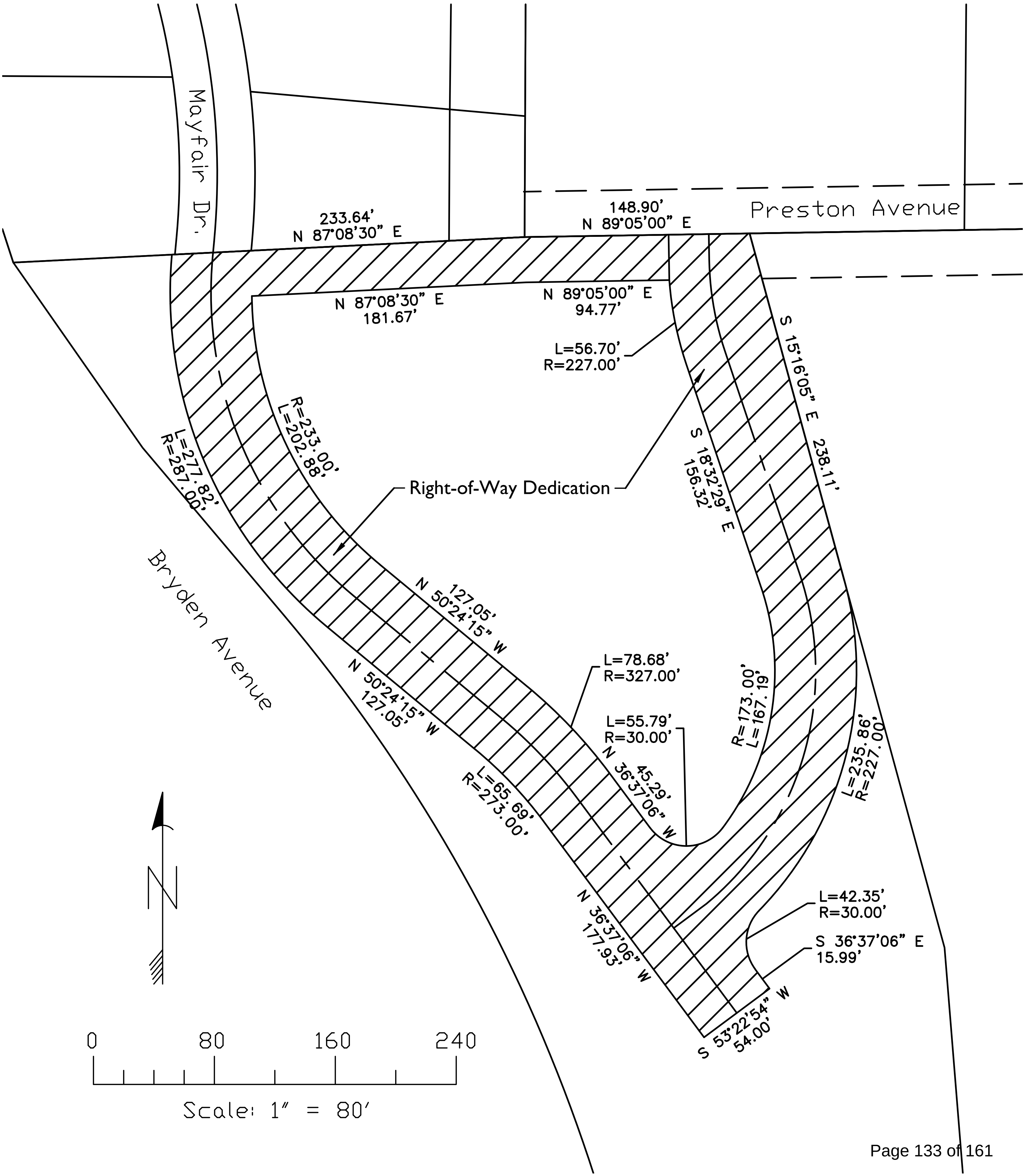
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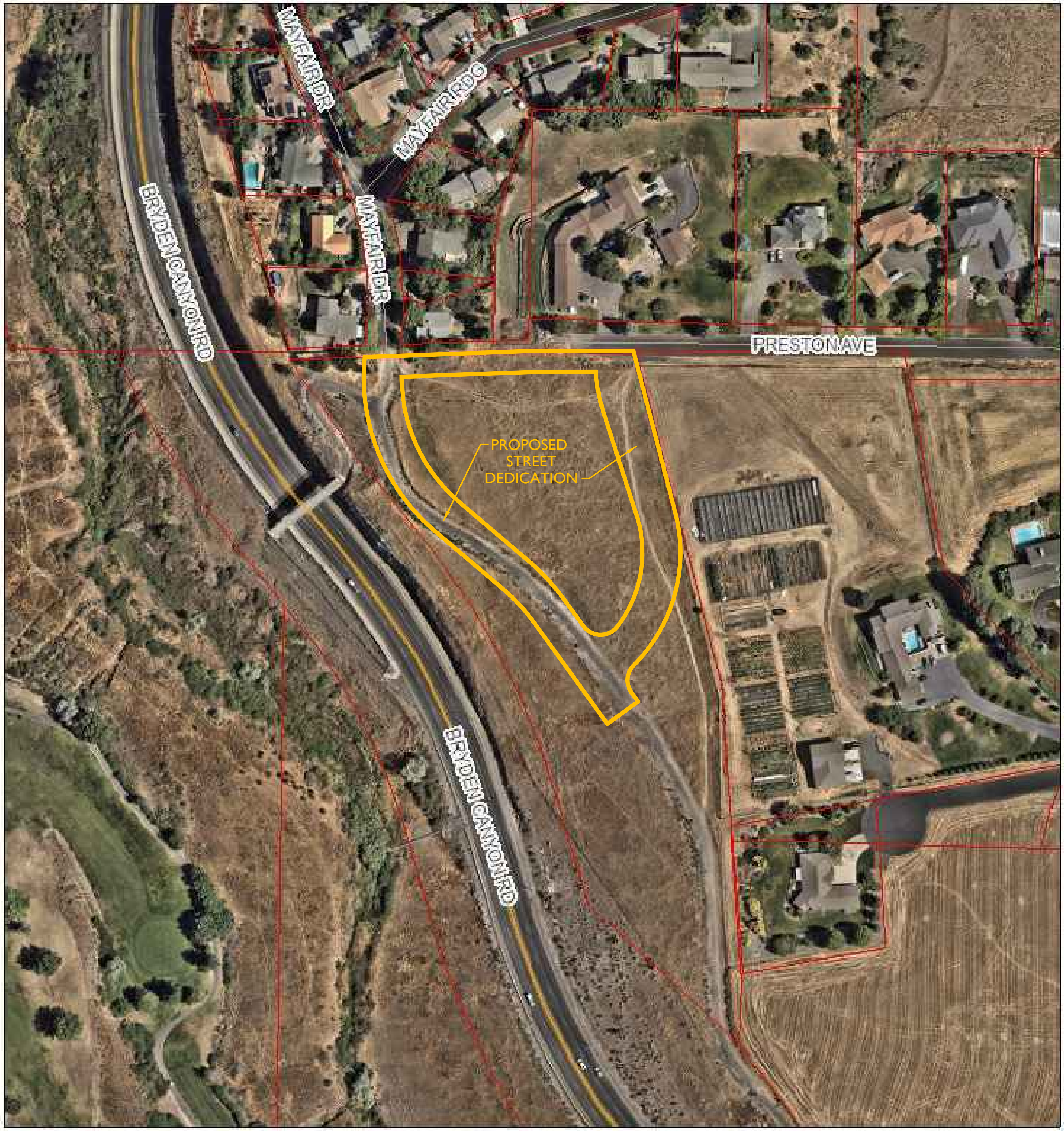
City of Lewiston



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CITY COUNCIL MEETING
AGENDA ITEM SUMMARY

ITEM TITLE BID AWARD FOR IFB-26-012	**AGENDA NO.** VII. E. **AGENDA DATE:** March 23, 2026

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

On March 3, 2026, the City received two bids for IFB-26-012 2026 Street Preservation, Seal & Fog Coat. One bid was responsive and one was non-responsive. Both itemized bids, along with the Engineer's estimate, are provided in the attached Bid Tabulation.

Public Works recommends awarding the contract to the responsive bidder,
Poe Asphalt Paving, Inc. (Poe) of Lewiston, Idaho with a total bid of $1,037,213.95. Poe's bid is 4.0% more than the Engineer's estimate of $997,390.45.

This project will complete seal coats, fog coats, and quality patches at various locations within the City of Lewiston. Expenditure for construction of this project will be with the annual street maintenance budget. A map has been provided for reference.

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

There is sufficient funding in the FY26 Street Preservation budget for this contract.

ACTION PROPOSED

Staff recommends Council approving and the Mayor to execute the contract with Poe Asphalt Paving, Inc. for the amount of $1,037,213.95.

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 Poe Asphalt Paving, Inc., a foreign business corporation ("Contractor").

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: seal coat, fog coat, and quality patch at various locations within the City of Lewiston.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: 2026 Street Preservation – Seal & Fog Coat (IFB-26-012)

ARTICLE 3—ENGINEER

3.01 The Owner's Engineer, Alannah Bailey, P.E. ("Engineer"), is to 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: Dates and Days*

A. Contractor shall select a start date for Quality Patch (SP.1) and Base Material items (SP.2 and SP.3) in advance of Seal Coat and Fog Coat work. Quality Patch and Base Material work items will be completed within 5 working days.

Contractor shall select a start date for Seal Coat and Fog Coat work items to be completed between June 4, 2026 and August 28, 2026 and within 10 working days.

All Work will be substantially complete on or before August 28, 2026. Work will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before September 4, 2026.

4.03 *Milestones*

A. This article is reserved.

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 $1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.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).

Unit Price Work

Item No.	ISPWC Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	808.4.1.A.1	Seal Coat, ½ inch Class III CRS 2P	SY	134,923	$3.25	$438,499.75
2	813.4.1.B.1	Fog Coat	SY	134,923	$0.40	$53,969.20
3	1103.4.1.A.1	Construction Traffic Control	LS	1	$164,000.00	$164,000.00
4	2010.4.1.A.1	Mobilization	LS	1	$70,000.00	$70,000.00
5	SP.1	Quality Patch	TON	405	$700.00	$283,500.00

Unit Price Work						
Item No.	**ISPWC Item No.**	**Description**	**Unit**	**Estimated Quantity**	**Unit Price**	**Extended Price**
6	SP.2	Base Material & Excavation, 12" depth	SY	200	$58.00	$11,600.00
7	SP.3	Base Material	TON	60	$10.75	$645.00
8	SP.4	Public and Property Notice	LS	1	$15,000.00	$15,000.00
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)						$1,037,213.95

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 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 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: None
4. Drawings consisting of 5 sheets with each sheet bearing the following general title: **2026 Street Preservation – Seal & Fog Coat**
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 – 2025 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 carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. 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.

7. 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.
8. 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.
9. 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.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. 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.
12. <u>The Contractor is an appropriately licensed public works contractor per Idaho Code Section 54-1902.</u>
13. <u>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.</u>

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 or 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.

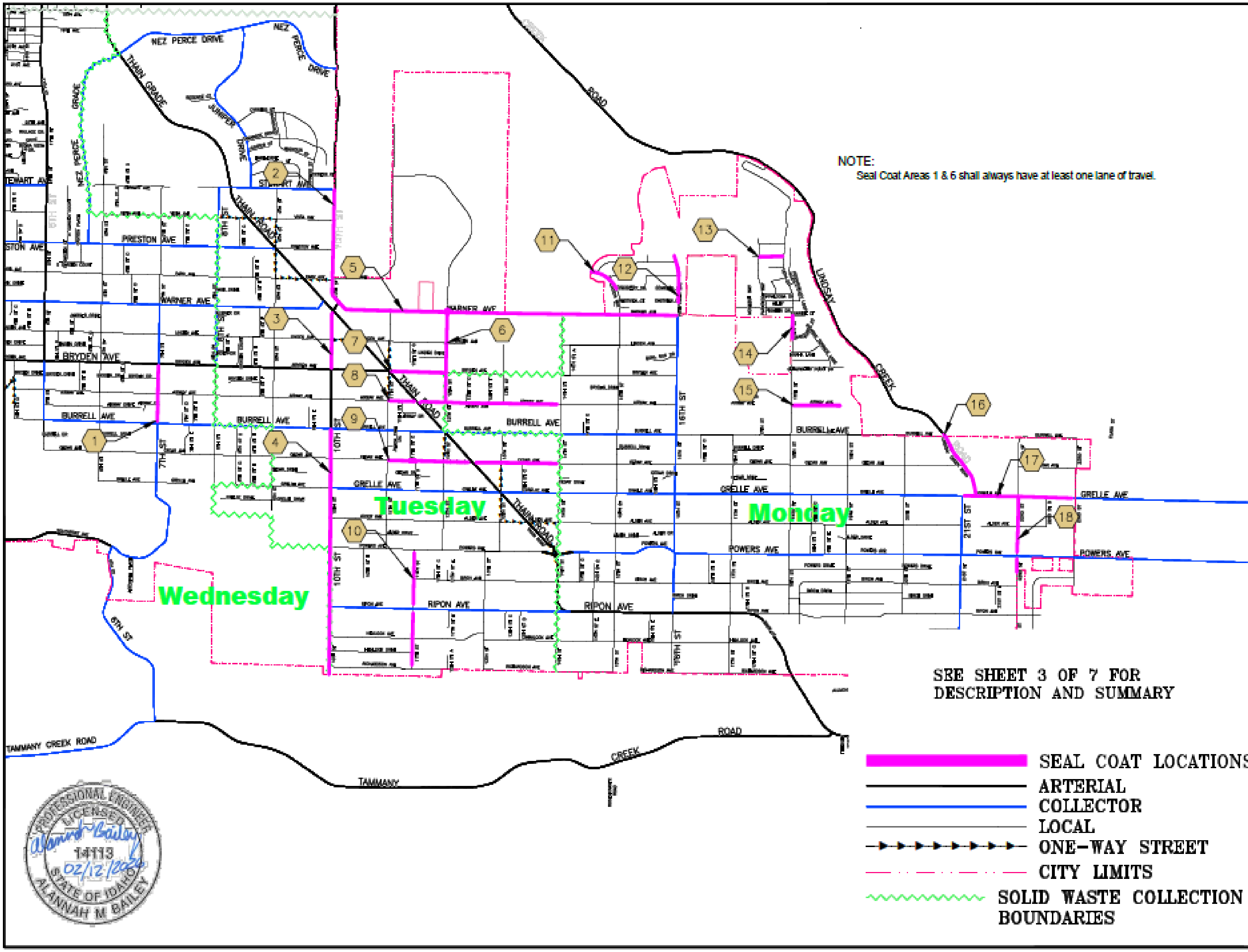
N. **Merger and Integration**. This writing embodies the whole agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained in this Agreement. All previous and contemporaneous communications, representations, or agreements, either verbal or written, between 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:	Contractor:
City of Lewiston	Poe Asphalt Paving, Inc.
	(typed or printed name of organization)
By: ______________	By: ______________
Daniel G. Johnson, Mayor	*(individual's signature)*
Date: ______________	Date: 3/9/2026
(date signed)	*(date signed)*
	Name: Jeremy Walkup
	(typed or printed)
	Title: Operations Manager
	(typed or printed)
	(If Contractor is a corporation, a partnership, limited liability company, or a joint venture, attach evidence of authority to sign.)
Attest: ______________	Attest:
Tanya Brock, City Clerk	*(individual's signature)*
	Title: Contract Manager
	(typed or printed)
Address for giving notices:	Address for giving notices:
City of Lewiston, Public Works Director	P.O. Box 449
P.O. Box 617	Lewiston, ID 83501
Lewiston, ID 83501	
Designated Representative:	Designated Representative:
Name: Alannah Bailey, P.E.	Name: Jeremy Walkup
	(typed or printed)
Title: Engineering Project Supervisor	Title: Operations Manager
	(typed or printed)
Address:	Address:
P.O. Box 617	P.O. Box 449
Lewiston, ID 83501	Lewiston, ID 83501
Phone: 208.790.8809	Phone: (509) 758-5561
Email: abailey@cityoflewiston.org	Email: jeremy@poeasphalt.com
	ID PWCL No.: 12496-U-2



NOTE:
Seal Coat Areas 1 & 6 shall always have at least one lane of travel.

SEE SHEET 3 OF 7 FOR DESCRIPTION AND SUMMARY

SEAL COAT LOCATIONS
ARTERIAL
COLLECTOR
LOCAL
ONE-WAY STREET
CITY LIMITS
SOLID WASTE COLLECTION BOUNDARIES

PROFESSIONAL ENGINEER LICENSED 14113 02/12/2026 STATE OF IDAHO ALANNAH M BAILEY

CITY OF LEWISTON PUBLIC WORKS DEPARTMENT 1861
315 "D" Street, Lewiston, ID 83501-1930
Phone: 208-746-1316 Fax: 208-746-5595

REVISIONS

NO.	DATE	DESCRIPTION	BY

2026 STREET PRESERVATION
SEAL & FOG COAT
AREAS 1-18

SCALE: 1" = 2000'
DESIGNED BY: AMB
DRAWN BY: KC
CHECKED BY: KD
SHEET SET:
DATE: 2/12/2026
DRAWING NO.:
SHEET 2 OF 5

Project: 2026 Street Preservation - Seal & Fog Coat (IFB-26-012)

BID TABULATION -- Bid Opening: March 3, 2026 - 2:00 PM

Bid Item No.	ISPWC Item No.	Description	Unit	Estimated Quantity	*Engineer's Estimate* Unit Price	*Engineer's Estimate* Amount	*Arrow Concrete, Spokane Valley, WA — Non-Responsive* Unit Price	*Arrow Concrete, Spokane Valley, WA — Non-Responsive* Amount	*Poe Asphalt Paving, Inc., Clarkston, WA* Unit Price	*Poe Asphalt Paving, Inc., Clarkston, WA* Amount
1	808.4.1.A.1	Seal Coat, 1/2 inch Class III CRS 2P	SY	134,923	$3.65	$492,468.95	$4.95	$667,868.85	$3.25	$438,499.75
2	813.4.1.B.1	Fog Coat	SY	134,923	$0.50	$67,461.50	$2.29	$308,973.67	$0.40	$53,969.20
3	1103.4.1.A.1	Construction Traffic Control	LS	1	$158,000.00	$158,000.00	$389,979.45	$389,979.45	$164,000.00	$164,000.00
4	2010.4.1.A.1	Mobilization	LS	1	$40,000.00	$40,000.00	$151,154.83	$151,154.83	$70,000.00	$70,000.00
5	SP.1	Quality Patch	TON	405	$540.00	$218,700.00	$694.88	$281,426.40	$700.00	$283,500.00
6	SP.2	Base Material & Excavation, 12" Depth	SY	200	$59.00	$11,800.00	$61.02	$12,204.00	$58.00	$11,600.00
7	SP.3	Base Material	TON	60	$16.00	$960.00	$28.07	$1,684.20	$10.75	$645.00
8	SP.4	Public and Property Notice	LS	1	$8,000.00	$8,000.00	$77,505.29	$77,505.29	$15,000.00	$15,000.00
TOTAL BID						**$997,390.45**		**$1,890,796.69**		**$1,037,213.95**

CITY COUNCIL MEETING
AGENDA ITEM SUMMARY

ITEM TITLE CHANGE ORDER NO. 7 FOR WASTEWATER IMPROVEMENT PROJECT WW060	**AGENDA NO.** VII. F. **AGENDA DATE:** March 23, 2026

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

On March 25, 2024, the City Council approved and the Mayor executed a contract with Titan Technologies for the Wastewater Improvement Project (WW060) for $3,368,676.50. This project has continued over the last few fiscal years and is intended to continue to go into fiscal year 2026. On August 18, 2024, City Council approved Change Order #1 for a net increase to the contract for $1,850,481.50. Change Order #1 removed a section of work that relied upon approval from the US Army Corps of Engineers (USACE) with the intention of adding it back after securing approval from USACE. This decreased the contract amount by $254,267. The increase for $2,104,748.50 added three sewer basins to address immediate needs for the projects continued progress. At that time the Council approved the adjusted contract amount for $5,219,158.

On April 2025, the Mayor, acting under the authority granted by the City's Purchasing Policy, signed Change Order #2 in the amount of $77,800. This change order addressed an unforeseen partial pipe collapse on 3rd Street

Change Orders #3 & #4 were approved by City Council on their August 11, 2025 meeting. Change Order #3 removed work from the base bid for the City's need to further investigate pipe and manhole conditions and added back in the SRA section following the approval from the USACE. This decreased the contract amount by $190,434.50 and increased it by $254,267 which was removed in Change Order #1. Change order #4 is to address additional exploration efforts found and documented by the contractor during construction, for multiple unverified sewer service locations, along with the emergency remobilization for the Change Order #2 work. Change Order #4 was $36,200.

On October 16, 2025 Public Works Director Johnson acting under the authority granted by the City's Purchasing Policy, signed Change Order #5 in the amount of $57,941.00 for quantity changes on the coordinated water line replacement in 22nd Street North of East Main Street or Bid Alternate 3.

Change Order #6 was approved by the Mayor under the authority of the City's Purchasing Policy for a total of $96,216.00. It was necessary to repair a sag (a downward dip in the line causing waste to pool) and an additional 84 LF of 24 inch trunk line replacement in Snake River Ave near Primeland's main approach.

Change Order #7 was necessitated by soil conditions along the planned pipe burst section between Southway Bridge and the Southway/Snake River Ave roundabout. After a failed pipe burst installation, where the busting head was lodged in the rocky trench and the hydraulic equipment badly damaged, it became necessary to install the sewer line with more expensive open cut techniques. Once this is being done onsite, it presented the opportunity to replace the additional upstream pipe segment as well while the equipment was adjacent. This takes the rebuilding and upsizing all the way to the CCI plant effluent inflows.

BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources) The contract has been budgeted over multiple fiscal years. Approximately $3.2 million will be carried forward from FY25 to the FY26 budget amendment list, representing the difference between the contract amount initiated in FY25 and the amount expended by year-end. No additional amendments are needed for the FY26 pipeline replacement budget, as sufficient funds are already available.
ACTION PROPOSED Staff requests Council's approval and Mayor's signature for WW060 Wastewater Improvement Project Change Order No. 7 with Titan Technologies for the amount of $320,700.

Memo

To:	**Dan Johnson, Mayor**
From:	**Joe Kaufman. PE**
Copy:	**Dustin Johnson, PW Director**
Date:	**3/16/2026**
Subject:	**Change Order No. 7 Approval for Contract IFB-24-001 Wastewater Improvement Project (WW060)**

This memo presents the narrative requesting the City Council approval of Change Order #7 for the existing contract between the City and Titan Technologies, Inc. for the Wastewater Improvement Project (WW060). This change order .

Background: On March 25, 2024, the City Council approved and the Mayor executed a contract with Titan Technologies for the Wastewater Improvement Project (WW060) for $3,368,676.50. This project has continued over the last few fiscal years and is intended to continue to go into fiscal year 2026. On August 18, 2024, City Council approved Change Order #1 for a net increase to the contract for $1,850,481.50. Change Order #1 removed a section of work that relied upon approval from the US Army Corps of Engineers (USACE) with the intention of adding it back after securing approval from USACE. This decreased the contract amount by $254,267. The increase for $2,104,748.50 added three sewer basins to address immediate needs for the projects continued progress. At that time the Council approved the adjusted contract amount for $5,219,158.

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Rationale: Change Order #7 was necessitated by soil conditions along the planned pipe burst section between Southway Bridge and the Southway/Snake River Ave roundabout. After a failed pipe burst installation, where the busting head was lodged in the rocky trench and the hydraulic equipment badly damaged, it became necessary to the install the sewer line with more expensive open cut techniques. Once this is being done onsite, it presented the opportunity to replace the additional upstream pipe segment as well while the equipment was adjacent. This takes the rebuilding and upsizing all the way to the CCI plant effluent inflows.

Request: City Council Approval and Mayor's signature of attached Change Order no. 7 for a total of $320,700.00 is requested.

G:\Shared drives\Public Works CAPITAL\Wastewater\Wastewater Collections\WW060 2023 WWIMPVMNTS-6G\Financial\WW060 CO7 Memo for CC Agenda_DRAFT.docx

CITY OF LEWISTON
CHANGE ORDER

CHANGE ORDER NUMBER 7 **DATE** 3/16/2026

CONTRACTED FOR: 2023 Wastewater Improvement Project (WW060) (IFB-24-001)

CONTRACTOR Titan Technologies

YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT PLANS AND SPECIFICATIONS

DESCRIPTION OF CHANGES	INCREASE IN CONTRACT PRICE	DECREASE IN CONTRACT PRICE
1) OPEN CUT FROM MH8240 TO MH8239	$ 70,700.00	
2) ADD SECT. OPEN CUT MH8241 TO MH8240	$ 250,000.00	
3)		
4)		
5)		
6)		
7)		
8)		
9)		
10)		
TOTAL	$ 320,700.00	0.00

JUSTIFICATION FOR CHANGE:

See Attached

Contract Amount To Date $5,551,147.50

THE SUM OF **$320,700.00** **IS HEREBY ADDED TO**

THE ADJUSTED CONTRACT PRICE TO DATE IS HEREBY **$5,871,847.50**

THE TIME PROVIDED FOR THIS CHANGE HAS CHANGED 20 **working days**

TO A REVISED WORKING DAYS TO SUBSTANTIAL COMPLETION OF 356 working days

THIS DOCUMENT WILL BECOME A SUPPLEMENT TO THE CONTRACT AND ALL PROVISIONS FOR THE CONTRACT WILL APPLY HERETO.

RECOMMENDED BY Garrett Frei 2026.03.1[illegible] **DATE** [illegible]4:47-07'00'

(PROJECT ENGINEER)

ACCEPTED BY **DATE** 3/16/26

(CONTRACTOR)

RECOMMENDED BY **DATE**

(DIRECTOR OF PUBLIC WORKS)

DESCRIPTION OF CHANGES

This Change Order addresses the necessary scope changes related to the failure of the planned **pipe-burst installation** between **Manhole 8239 and Manhole 8240 and the City requested revised scope for MH8240 to MH8241**

1. Field Conditions Requiring Change

During the Contractor's attempt to burst the **existing 12-inch sewer to install new 18-inch pipe**, the pull-head encountered:

- **Solid basalt trench walls**,
- **Angular rock backfill**, and
- **Severe obstructions throughout the existing trench**.

These conditions **prevented the pipe-burst machine from advancing or pulling in new pipe**, resulting in the **breakage of the bursting machine itself**.
Open-cut replacement is the **only viable alternative** to complete this segment.

The City accepts no responsibility for damaged equipment resulting from the attempted pipe bursting under these unforeseen subsurface conditions.

2. Revised Scope of Work

Based on the proposals submitted by Titan Technologies dated **March 11–12, 2026**, the following work is authorized:

A. Add-On Section from MH8241 to MH 8240

As proposed on **March 12, 2026**:
Titan Technologies will:

- Install **~400 LF of 18" SDR35 PVC**,
- Install **three (3) 48" sanitary sewer manholes**,
- Provide all required **bypass pumping**,
- Provide all required **traffic control**,
- Install **temporary and permanent asphalt restoration** as needed.
- **Lump Sum: $250,000.00**
- Working days: 10 days [CCF03122026 | PDF]

Working days: **10 days**

B. Extra Cost to Open-Cut from MH 8240 to MH 8239

As proposed on **March 11, 2026**:
Titan Technologies will:

- Open-cut **404 LF** from MH 8240 to MH 8239 due to rock trench conditions,
- Install **18" SDR35 PVC**,
- Perform **temporary & permanent asphalt restoration**,
- Conduct **extra bypass pumping and traffic control**,
- Place **imported pipe bedding and road base**,
- Provide all labor required for open-cut replacement.

Cost: $70,700.00
(404 LF × $175.00/LF) [CCF03112026 | PDF]

Working days: **10 days**

3. Justification for Change

- Original project approach used **pipe bursting** to replace the existing failing sewer.
- Unanticipated rock and angular backfill conditions **made bursting impossible**, halting construction.
- Damage to the Contractor's burst equipment was a direct result of subsurface conditions; per this Change Order, **the City assumes no responsibility for any equipment damage**.
- Open-cut replacement is required to complete the project and maintain system function.

4. Change in Contract Time

- Add-on Work: **10 working days**
- Open-cut Work: **10 working days**

Total Additional Working Days: 20 Days

TITAN TECHNOLOGIES, INC.

5717 WEST ALBATROS STREET | PHONE: (208) 336-8748

BOISE, IDAHO 83705 | FAX: (208) 363-9531

DATE: MARCH 11, 2026		
TO: CITY OF LEWISTON		
ADDRESS: 1134 F STREET		
CITY: LEWISTON	STATE: IDAHO	ZIP: 83501

PROJECT: 2023 WIP BASIN (WW060)	
LOCATION: SNAKE RIVER AVENUE	
CITY: LEWISTON	STATE: IDAHO

PROPOSAL

ITEM DESCRIPTION	QTY	UNIT PRICE	UNITS	TOTAL
EXTRA COST TO OPEN CUT FROM MH 8240 TO MH 8239	404	$175.00	LF	$70,700.00
CITY TO BUY 18" SDR17 HDPE PIPE NOT USED (IF THEY CHOOSE TOO)	400	$41.74	LF	$16,696.00
WORKING DAYS NEEDED FOR THIS CHANGE	10	$0.00	DAY	$0.00
TOTAL				$87,396.00

Scope of Work: Titan Technologies will provide and install 18" SDR35 PVC Pipe at an additional cost above, from Manhole 8240 to Manhole 8239, as pipe bursting is not an option due to the existing trench being rock. The above price contains all extra work needed to complete the line section, such as temporary & permanent asphalt, extra days of by-pass pumping & traffic control, imported pipe bedding and road base materials along with the additional labor required. I've given the city the option to buy the 18" HDPE pipe if wanted, we can cut it up and haul it to your yard if needed.

Clifton Cox

CLIFTON COX, OFFICE/PROJECT MANAGER
TITAN TECHNOLOGIES, INC.

TITAN TECHNOLOGIES, INC.

5717 WEST ALBATROS STREET
BOISE, IDAHO 83705

PHONE: (208) 336-8748
FAX: (208) 363-9531

DATE: MARCH 11, 2026		
TO: CITY OF LEWISTON		
ADDRESS: 1134 F STREET		
CITY: LEWISTON	STATE: IDAHO	ZIP: 83501

PROJECT: 2023 WIP BASIN (WW060)	
LOCATION: SNAKE RIVER AVENUE	
CITY: LEWISTON	STATE: IDAHO

PROPOSAL

ITEM DESCRIPTION	QTY	UNIT PRICE	UNITS	TOTAL
ADD ON SECTION FROM MH C-SSWR-6 TO MH 8240	1	$250,000.00	LS	$250,000.00
WORKING DAYS NEEDED FOR THIS CHANGE	10	$0.00	DAY	$0.00
TOTAL				$250,000.00

Scope of Work: Titan Technologies will provide and install 18" SDR35 PVC Pipe from Manhole C-SSWR-6 to Manhole 8240 roughly 400', provide and install three 48" sewer manholes, provide all by-pass pumping & traffic control as needed and provide and install temporary & permenant asphalt restoration as needed.

Clifton Cox
CLIFTON COX, OFFICE/PROJECT MANAGER
TITAN TECHNOLOGIES, INC.

CITY COUNCIL MEETING
AGENDA ITEM SUMMARY

ITEM TITLE	AGENDA NO. VII. G. 1. a.
ORDINANCE 4958	AGENDA DATE: March 23, 2026

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

Lewiston City Code (LCC) Chapter 21, Article XI provides regulations for the (business) licensing of mobile food (and/or beverage) vendors. Recently, staff has been encountering a growing number of people wishing to operate mobile vendor services other than food. However, LCC does not recognize mobile vendors other than food. Therefore, staff has drafted LCC amendments to resolve this problem for consideration by City Council. These amendments are specific to mobile vendor operations on private property.

LCC Section 31-74 provides regulations for temporary uses within street rights-of-way. Recently, staff have been approached by mobile vendors wishing to operate within street rights-of-way. However, LCC does not recognize mobile vendor operation in street rights-of-way. Therefore, staff has drafted LCC amendments to resolve this problem for consideration by City Council. These amendments are specific to mobile vendor operations within street rights-of-way.

The LCC amendments to Chapters 21 and 31 described above are both proposed via Ordinance 4958. These amendments will allow the city to accommodate all mobile vendor sales and services, as opposed to current city code, which only recognizes mobile food and drink vendors. This matter was introduced to City Council at the March 2, 2026 work session, at which time City Council expressed support for it.

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

No budget impact is expected.

ACTION PROPOSED

Approve first reading of Ordinance 4958 or provide direction to staff to make any changes desired by City Council.

CITY ORDINANCE NO. 4958

AN ORDINANCE OF THE CITY OF LEWISTON AMENDING LEWISTON CITY CODE SECTION 21-2 RELATED TO THE DEFINITIONS OF VENDORS; LEWISTON CITY CODE SECTIONS 21-66 AND 21-69 RELATED TO THE REGULATION OF TEMPORARY VENDORS; LEWISTON CITY CODE SECTION 21-73 AND CHAPTER 21, ARTICLE XI RELATED TO THE REGULATION OF MOBILE VENDORS; AND AMENDING LEWISTON CITY CODE SECTION 31-74 RELATING TO TEMPORARY USES OF THE RIGHT-OF-WAY BY MOBILE VENDORS; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1: Lewiston City Code § 21-2 is hereby amended as follows:

Sec. 21-2. Definitions.

For purposes of this chapter, the following words shall have the meanings indicated, unless the context clearly requires otherwise:

. . .

Event vendor means a person that offers a product or service for sale, rent or hire at an event licensed pursuant to article IX of this chapter, except any mobile ~~food~~ vendor or temporary vendor.

. . .

Mobile ~~food~~ vendor means a ~~food service~~ business that sells or serves goods and wares ~~food~~ from a:

(1) Mobile food service vehicle or unit built~~, such as a trailer on wheels or a truck,~~ and designed to be able to travel on public streets, such as a trailer on wheels or a truck, ~~whether motorized or not~~ and which is not a building, whether stick-built or factory-built. A mobile food service vehicle or unit that is not skirted, not connected to a public water or sewer service, and is removable from the property where the service is being provided; or

(2) Cart or temporary structure, such as a canopy, tent, stand, booth or kiosk~~, transported on a trailer~~.

(3) A mobile ~~food~~ vendor ~~doe~~shall not include a vending machine or a temporary vendor, as defined herein.

. . .

Temporary vendor means a vendor that operates intentionally and planned as a seasonal or otherwise temporary venture in accordance with the time limits and conditions set forth in article VIII of this chapter.~~, on a lot, whether vacant or not; outside of an enclosed building in the open air or under a canopy, tent, or other temporary structure; or from a mobile trailer, cart, or vehicle, except any mobile food vendor regulated~~

~~pursuant to article XI of this chapter; or within a building, whether or not the building has another licensed business. A temporary vendor is subject to article VIII of this chapter.~~

SECTION 2: Lewiston City Code § 21-66 is hereby amended as follows:

Sec. 21-66. Applicability of article.

In addition to the provisions of article I of this chapter, an applicant for a temporary vendor license shall comply with the provisions of this article. The provisions of this article shall not apply to vendors participating in an event licensed under article IX of this chapter or to mobile ~~food~~ vendors licensed pursuant to article XI of this chapter.

SECTION 3: Lewiston City Code § 21-69 is hereby amended as follows:

Sec. 21-69. - Standards.

…

(f) A temporary vendor shall not be connected to a public water or sewer service.

SECTION 4: Lewiston City Code § 21-73 is hereby amended as follows:

Sec. 21-73. Applicability of article.

In addition to the requirements in article I of this chapter, the regulations set out in this article shall apply to events, as defined in article I of this chapter, in the city, as follows:

…

(3) If serving or selling food, ~~Any~~ a mobile ~~food~~ vendor participating in an event licensed pursuant to this article shall be required to hold his or her own business license but shall not be required to obtain a temporary vendor license pursuant to article VIII of this chapter to participate in the event.

SECTION 5: Lewiston City Code Chapter 21, Article XI is hereby amended as follows:

ARTICLE XI. MOBILE ~~FOOD~~ VENDORS

Sec. 21-82. Applicability of article.

(a) In addition to the requirements in article I of this chapter, the regulations set out in this article shall apply to all mobile ~~food~~ vendors, as defined in article I of this chapter, operating on private property in the city where such operation is not associated with an event licensed pursuant to article IX of this chapter.

(b) Mobile ~~food~~ vendors operating ~~in a street or alley right-of-way, or~~ as part of an event, shall be licensed pursuant to article IX of this chapter. Mobile ~~food~~ vendors licensed pursuant to articles I and XI of this chapter may operate in a city park, subject to the approval of the parks and recreation department.

Sec. 21-83. License application, renewal, and fee required.

(a) An application for a mobile ~~food~~ vendor license shall be subject to the requirements in article I of this chapter, and shall include:
  (1) A completed mobile ~~food~~ vendor addendum, as provided by the city;
  (2) A completed local emergency services information form, as provided by the city;
  (3) A property owner consent form if operating on property not owned by the mobile ~~food~~ vendor, unless operating as part of an event licensed pursuant to article IX of this chapter;
  (4) Business license application fee, as adopted by resolution of the city council, as may be amended from time to time;
  (5) <u>If serving or selling food, then a c</u>~~C~~urrent food permit or approval from Public Health - Idaho North Central District; and
  (6) Current approved fire inspection from the Lewiston fire department.

(b) The annual renewal of a mobile ~~food~~ vendor license shall require the following:
  (1) <u>If service or selling food, then a c</u>~~C~~urrent food permit or approval from Public Health - Idaho North Central District; and
  (2) Current approved fire inspection from the Lewiston Fire Department.

Sec. 21-84. Application denial and license suspension or revocation.

(a) In addition to the provisions of sections 21-4 and 21-8 of this Code, the business licensing coordinator may deny an application for a mobile ~~food~~ vendor license, and the community development director may suspend or revoke a mobile food vendor license, if an applicant or licensee:
  (1) Fails to maintain compliance with all standards outlined in section 21-85 of this Code; or
  (2) Has violated a provision of this chapter or ordinance of the city with regard to the premises where the mobile ~~food~~ vendor is located.

(b) In determining whether to deny, suspend, or revoke a mobile ~~food~~ vendor license, the business licensing coordinator and community development director, as applicable, shall consider the risk to the health and safety of the public based on such factors as:

. . . .

Sec. 21-85. Standards.

(a) A mobile ~~food~~ vendor shall not operate in a residential zoning district unless:
  (1) The mobile ~~food~~ vendor is located on a permitted church, public use, semi-public use, school, park, conditionally permitted, or nonconforming commercial use property, as defined in chapter 37 of this Code, and is

associated with an event that is licensed pursuant to article IX of this chapter; or

(2) The mobile ~~food~~ vendor is operating in a catering capacity for the property owner and not selling to the general public. For purposes of this subsection, residential zoning districts shall be F-2, R-1, R-2, R2A, NHN, NHS, R-3, R-4, BASPAB, as described in chapter 37 of this Code and depicted on the official zoning map of the city~~.~~;

(3) The mobile vendor is operating under an event license pursuant to article IX of this chapter.

(b) The driveway or mobile ~~food~~ vendor site access location, width, and design shall be subject to approval by the public works and fire departments.

(c) ~~The~~ A mobile ~~food~~ vendor operation shall not displace any other required parking.

(d) ~~The~~ A mobile ~~food~~ vendor ~~shall not be parked such that any~~ set up to conduct sales or provide service ~~window allows or requires walk-up customers to be~~ from or on a public ~~sidewalk during service~~ street, right-of-way or sidewalk shall adhere to all applicable provisions of chapters 31 and 35 of this code and obtain approval from the Public Works Director or designee.

(e) ~~The~~ A mobile ~~food~~ vendor shall not be parked in such a manner as to block or impede ingress or egress to/from any building, structure, or use during its operating hours.

(f) An alcohol ~~beverage license or alcohol~~ catering permit shall be required for the serving or sale of alcohol from the mobile ~~food~~ vendor. The mobile ~~food~~ vendor shall adhere to chapter 6 of this code.

(g) If a drive-through service window is used to provide drive-through service, then the drive-through service facilities provisions of chapter 37, article VII of this code shall apply.

(h) ~~The~~ A mobile ~~food~~ vendor shall not be parked in such a manner as to impede a required clear vision area, as defined in public works department standard drawing 1-12 or as otherwise updated or amended.

SECTION 6: Lewiston City Code § 31-74 is hereby amended as follows:

Sec. 31-74. - Temporary right-of-way uses.

(a) Temporary uses of the right-of-way shall be limited to the following:

….

(6) Mobile vendors pursuant to the requirements of chapter 21 of this code. Mobile vendors shall operate only in locations approved by the public works director or designee, and shall position the mobile vending unit to maintain a minimum continuous pedestrian clearance that is forty-two inches wide, requiring an unobstructed pathway free from the mobile vendor's signs, equipment, furniture, queuing customers, or other obstacles. Customer queuing shall be organized so that lines do not extend into or block the pedestrian travel way, street crossings, building entrances, or adjacent business frontages without written consent from the affected property owner. The public works director or designee may impose additional conditions, including physical queue guides, signage, or designated waiting areas, to minimize obstruction of the sidewalk and ensure pedestrian safety.

(7) Other uses as permitted upon review and approval of the public works director or his designee.

(b) In no event shall any temporary uses of the right-of-way cause a nuisance, hazard, danger, or ~~a~~ sight obstruction for any traffic, vehicular, pedestrian, or bicyclist, using the right-of-way, or violate federal requirements for public accessibility pursuant to the Americans with Disabilities Act. The City of Lewiston shall not be liable for any theft, vandalism, etc., of any temporary right-of-way use objects. The owner of any such objects shall be subject to any liability caused by the owner's placement of such objects in the right-of-way.

(c) Any business placing outdoor eating and drinking area furniture, temporary advertising signage, merchandise display items, ~~and~~ mobile vending units, or other appurtenances upon a public sidewalk or public right-of-way shall provide and maintain proof of general business liability insurance for the associated business, with the city named as an additional insured thereon prior to such use of the public sidewalk or right-of-way. Said insurance shall comply with the limits of liability as set forth in section 31-76 of this code. Failure of any business to comply with this insurance requirement may result in the revocation of the business license for the associated business.

(d) Any establishment which serves and/or sells beer, wine, or liquor by the drink, as such terms are defined in chapter 6 of this code, must comply with the requirements of chapter 6 of this code.

SECTION 7: This ordinance shall take effect and be in full force from and after its passage and publication.

PASSED this ________ day of ___________________, 2026.

CITY OF LEWISTON

By: ____________________________________
Daniel G. Johnson, Mayor

ATTEST:

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Tanya M. Brocke, City Clerk