



**Lewiston City Council
REGULAR MEETING AGENDA
April 27, 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. HISTORIC PRESERVATION MONTH PROCLAMATION:** Proclaiming the month of May as "Historic Preservation Month" in the City of Lewiston (Mayor Johnson)
- B. FINANCIAL REPORT:** Financial report for the period ending March 31, 2026, in accordance with Idaho Code 50-208 - Oral Report (City Treasurer/Finance Director Aimee Gordon)

V. CONSENT AGENDA

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

- A. CITY COUNCIL MINUTES:** Considering approval of the minutes of the following meetings: 4/6/2026 Work Session and 4/13/2026 Regular - Action Item
- B. ADVISORY BOARD MINUTES:** Accepting the minutes of the following meetings: 6/12/2025, 7/10/2025, 8/14/2025, 9/11/2025, 10/9/2025, 12/11/2025, and 1/8/2026 Disability Advisory Commission; 2/19/2026 and 3/18/2026 Library Board of Trustees; 2/10/2026 Urban Renewal Agency; and the 3/25/2026 Planning and Zoning Commission - Action Item
- C. VOUCHER'S PAYABLE:** Considering approving the Voucher's Payable dated 4/3/2026 - 4/16/2026 in the amount of \$3,051,097.93 - Action Item
- D. PRELIMINARY PLAT - RAINWOOD WEST ADDITION:** Considering approving the

Rainwood West Addition Preliminary Plat, and associated Reasoned Statement of Relevant Criteria and Standards, which proposes to subdivide approximately 1.10 acres of property located along the West side of the 3200 block of 7th Street, into 4 development lots - Action Item

VI. ACTIVE AGENDA

A. ADVISORY BOARD AND COMMISSION APPOINTMENTS: - Action Item

- 1. EMERGENCY MEDICAL SERVICES ADVISORY BOARD:** Considering appointing Mike Larson to a four (4) year term - Action Item

B. RESOLUTION 2026-18: Considering approving the Federal Transit Administration Fiscal Year 2026 Certifications and Assurances - Action Item (Transit Manager Chris Usher)

C. RESOLUTION 2026-13: Considering approving the Interagency Agreement to establish the Region 2 Type IV Idaho Hazardous Substance Emergency Response Team Agreement and Regional Response Team Equipment Funding Agreement with the Idaho Military Division - Action Item (Fire Chief Rightmier)

D. RESOLUTION 2026-17: Considering approving a Donation Agreement between CHS Inc., formerly known as Cenex Harvest States Cooperatives, and the City of Lewiston accepting a donation of a commercial building at 1200 Snake River Avenue, Building "G" from CHS Inc., and authorizing the Mayor to sign the Donation Agreement - Action Item (Public Works Director Dustin Johnson)

E. ORDINANCES

1. FIRST READING

- a. ORDINANCE 4966:** Considering adding a new Section 10-13 to Lewiston City Code titled "Standard Specifications for Public Works" and applying this new Section of City Code to all future developments, addressing conflicts and providing for severability - Action Item (City Engineer Luke Antonich)

2. SECOND AND THIRD READINGS

- a. ORDINANCE 4948:** Considering amending Lewiston City Code Chapter 19 related to health and sanitation - Action Item (Community Resource Officer Dave Gobbi)

3. ADOPTION AND APPROVAL OF ORDINANCE SUMMARIES

- a. ORDINANCE 4948:** - Action Item

VII. ITEMS MOVED FROM THE CONSENT AGENDA - Action Item

VIII. UNFINISHED AND NEW BUSINESS

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

B. CITY BOARDS AND COMMISSIONS LIAISON UPDATES

C. MAYOR COMMENTS

D. AGENDA TOPICS: - Action Item

IX. ADJOURNMENT - Action Item

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

Proclamation

City of Lewiston, Idaho

WHEREAS, the National Trust for Historic Preservation established May as Historic Preservation Month in 1973, as a way to promote historic places for the purposes of instilling nation and community pride, promoting heritage tourism, and showing the social and economic benefits of historic preservation; and

WHEREAS, the City of Lewiston recognizes the value of historic preservation as an effective tool for revitalizing neighborhoods, fostering local pride, and maintaining community character while enhancing livability, and

WHEREAS, Historic preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life, and all ethnic backgrounds; and

WHEREAS, many Lewiston residents, groups, and organizations, work hard to preserve Lewiston's past for future generations; and

WHEREAS, the City of Lewiston has had an active Historic Preservation Commission and a designated historic district since 1976; and

WHEREAS, the City of Lewiston became a Certified Local Government in 2001, demonstrating a strong commitment to historic preservation; and

WHEREAS, the City of Lewiston continues to demonstrate its commitment to preservation through ongoing historic survey work; the expansion of our local historic district; the protection of our traditional neighborhoods and historic downtown; the integration of historic elements with redevelopment; and the recognition, rehabilitation, and restoration of historic properties.

NOW THEREFORE, I, Dan Johnson, Mayor of the City of Lewiston, proclaim the month of May 2026 as

"HISTORIC PRESERVATION MONTH"

in the City of Lewiston, Idaho and encourage all citizens to join me in this special observance.



IN WITNESS WHEREOF, I HAVE HEREUNTO
SET MY HAND AND SEAL OF THE CITY OF
LEWISTON, IDAHO, TO BE AFFIXED HERETO
THIS 27TH DAY OF APRIL 2026.

DANIEL G. JOHNSON, MAYOR
LEWISTON, IDAHO

CITY OF LEWISTON TREASURY REPORT - 03/31/26

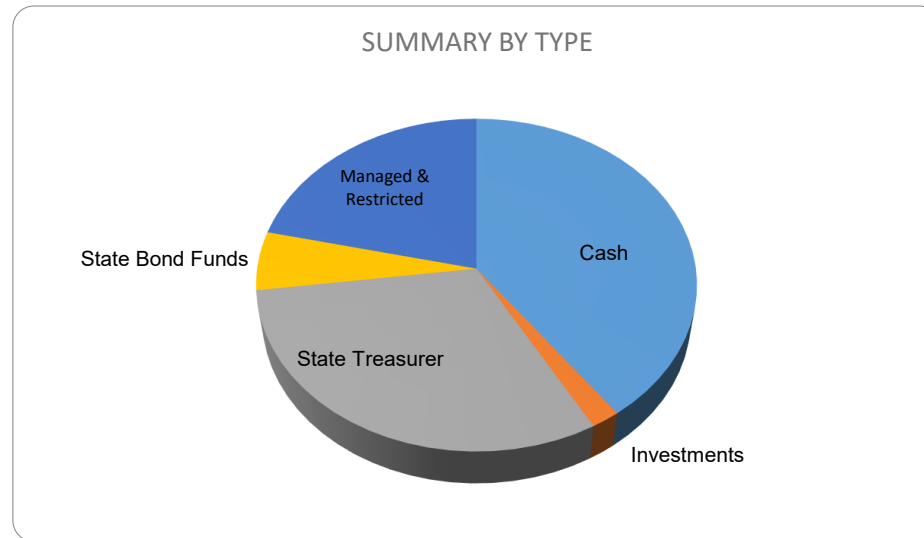
FUND	BANK	CASH IN BANK	MM & CD INVESTMENTS	STATE TREASURER'S POOL	DIVERSIFIED BOND FUNDS	OTHER	TOTAL
GENERAL	WELLS FARGO	\$ 7,136,401	\$ -	\$ -	\$ -	\$ 618,412	\$ 7,754,813
	LCCU	-	-	-	-	5	5
	P1FCU	-	253,501	-	-	41	253,542
	ICCU	-	-	-	-	25	25
	FNWCU	-	252,177	-	-	5	252,182
	STATE TREASURER	-	-	4,117,906	3,688,504	-	7,806,410
	COLUMBIA	-	-	-	-	293,879	293,879
	ZIONS	-	276,526	-	-	147,869	424,396
	STCU	-	267,145	-	-	-	267,145
GENERAL FUND TOTAL		\$ 7,136,401	\$ 1,049,349	\$ 4,117,906	\$ 3,688,504	\$ 1,060,237	\$ 17,052,398
CAPITAL	WELLS FARGO	5,850,916	-	-	-	-	5,850,916
	STATE TREASURER	-	-	5,401,709	-	-	5,401,709
CAPITAL FUND TOTAL		\$ 5,850,916	\$ -	\$ 5,401,709	\$ -	\$ -	\$ 11,252,625
WORKER'S COMP	WELLS FARGO	767,815	-	-	-	-	767,815
	GLACIER	-	-	-	-	286,741	286,741
	STATE TREASURER	-	-	385	1,761,593	-	1,761,978
WORKER'S COMP FUND TOTAL		\$ 767,815	\$ -	\$ 385	\$ 1,761,593	\$ 286,741	\$ 2,816,533
WATER	WELLS FARGO	7,896,573	-	-	-	1,161,672	9,058,245
	BANNER BANK	-	-	-	-	316,360	316,360
	STATE TREASURER	-	-	2,902,714	671	861,352	3,764,738
WATER FUND TOTAL		\$ 7,896,573	\$ -	\$ 2,902,714	\$ 671	\$ 2,339,385	\$ 13,139,342
WASTEWATER	WELLS FARGO	8,144,005	-	-	-	356,885	8,500,890
	BANNER BANK	-	-	-	-	1,853,835	1,853,835
	P1FCU	-	-	-	-	-	-
	ICCU	-	263,865	-	-	-	263,865
	STATE TREASURER	-	-	14,047,014	755,063	2,185,417	16,987,493
WASTEWATER FUND TOTAL		\$ 8,144,005	\$ 263,865	\$ 14,047,014	\$ 755,063	\$ 4,396,136	\$ 27,606,083
SANITATION	WELLS FARGO	3,765,559	-	-	-	-	3,765,559
	LCCU	-	274,261	-	-	-	274,261
	P1FCU	-	253,812	-	-	-	253,812
	STATE TREASURER	-	-	2,808,122	-	-	2,808,122
SANITATION FUND TOTAL		\$ 3,765,559	\$ 528,073	\$ 2,808,122	\$ -	\$ -	\$ 7,101,754
STORMWATER	WELLS FARGO	2,080,248	-	1,400,000	-	-	3,480,248
STORMWATER FUND TOTAL		\$ 2,080,248	\$ -	\$ 1,400,000	\$ -	\$ -	\$ 3,480,248

CITY OF LEWISTON TREASURY REPORT - 03/31/26

FUND	BANK	CASH IN BANK	MM & CD INVESTMENTS	STATE TREASURER'S POOL	DIVERSIFIED BOND FUNDS	OTHER	TOTAL
CEMETERY	WELLS FARGO	382,163	-	-	-	-	382,163
CEMETERY FUND TOTAL		\$ 382,163	\$ -	\$ -	\$ -	\$ -	\$ 382,163
ECONOMIC DEVELOPMENT	WELLS FARGO	1,352,287	-	-	-	-	1,352,287
	STATE TREASURER	-	-	2,034,956	-	-	2,034,956
ECONOMIC DEVELOPMENT FUND TOTAL		\$ 1,352,287	\$ -	\$ 2,034,956	\$ -	\$ -	\$ 3,387,243
TRANSPORTATION	WELLS FARGO	1,594,166	-	-	-	-	1,594,166
	ZIONS	-	276,191	-	-	-	276,191
	STATE TREASURER	-	-	227,773	-	-	227,773
TRANSPORTATION FUND TOTAL		\$ 1,594,166	\$ 276,191	\$ 227,773	\$ -	\$ -	\$ 2,098,131
LIBRARY	WELLS FARGO	717,373	-	-	-	-	717,373
	STATE TREASURER	-	-	11,056	-	-	11,056
LIBRARY FUND TOTAL		\$ 717,373	\$ -	\$ 11,056	\$ -	\$ -	\$ 728,429
FLEET	WELLS FARGO	2,908,304	-	-	-	-	2,908,304
	STATE TREASURER	-	-	589,445	-	-	589,445
FLEET FUND TOTAL		\$ 2,908,304	\$ -	\$ 589,445	\$ -	\$ -	\$ 3,497,749
IT	WELLS FARGO	353,065	-	-	-	-	353,065
	STATE TREASURER	-	-	235,704	-	-	235,704
IT FUND TOTAL		\$ 353,065	\$ -	\$ 235,704	\$ -	\$ -	\$ 588,769
POLICE RETIREMENT	US BANK	-	-	-	-	13,961,166	13,961,166
POLICE RETIREMENT FUND TOTAL		\$ -	\$ -	\$ -	\$ -	\$ 13,961,166	\$ 13,961,166
PUBLIC TRANSIT	WELLS FARGO	519,812	-	-	-	-	519,812
PUBLIC TRANSIT FUND TOTAL		\$ 519,812	\$ -	\$ -	\$ -	\$ -	\$ 519,812
PERPETUAL CARE	US BANK	-	-	-	-	1,210,482	1,210,482
PERPETUAL CARE FUND TOTAL		\$ -	\$ -	\$ -	\$ -	\$ 1,210,482	\$ 1,210,482
GRAND TOTALS		\$ 43,468,687	\$ 2,117,479	\$ 33,776,783	\$ 6,205,831	\$ 23,254,147	\$ 108,822,926

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	\$ 43,468,687	\$ -	\$ -	\$ -	\$ 2,136,969	\$ 45,605,655
	BANNER BANK	-	-	-	-	2,170,194	2,170,194
	FNWCU	-	252,177	-	-	5	252,182
	ICCU	-	263,865	-	-	25	263,890
	LCCU	-	274,261	-	-	5	274,266
	P1FCU	-	507,313	-	-	41	507,354
	STCU	-	267,145	-	-	-	267,145
	MOUNTAIN WEST	-	-	-	-	286,741	286,741
	STATE TREASURER	-	-	33,776,783	6,205,831	3,046,769	43,029,383
	UMPQUA	-	-	-	-	293,879	293,879
	ZIONS	-	552,718	-	-	147,869	700,587
	US BANK	-	-	-	-	15,171,648	15,171,648
TOTALS		\$ 43,468,687	\$ 2,117,479	\$ 33,776,783	\$ 6,205,831	\$ 23,254,147	\$ 108,822,926



CITY OF LEWISTON
MONTHLY FINANCIAL REPORT
For the Six Months Ended March 31, 2026

	<u>MTD</u>	<u>YTD</u>	<u>BUDGET</u>	<u>% USED</u>	<u>MTD</u>	<u>YTD</u>	<u>BUDGET</u>	<u>% USED</u>
	<u>REVENUES</u>	<u>REVENUES</u>			<u>EXPENSES</u>	<u>EXPENSES</u>		
GENERAL FUND								
UNDEFINED								
Grants	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	
Intergovernmental	1,068,276	2,215,063	5,212,430	42.50%	-	-	-	
Licenses & Permits	465	2,589	6,700	38.64%	-	-	-	
Other	351	19,443	1,335,920	1.46%	-	-	-	
Property Tax	74,487	10,997,373	18,274,070	60.18%	-	-	-	
Service Charges	140,315	841,890	1,683,770	50.00%	-	-	-	
Interest	60,414	305,239	615,450	49.60%	-	-	-	
Total	\$ 1,344,308	\$ 14,381,596	\$ 27,128,340	53.01%	\$ -	\$ -	\$ -	
LEGISLATIVE								
Personnel Services	\$ -	\$ -	\$ -		\$ 14,888	\$ 87,130	\$ 178,770	48.74%
Supplies & Materials	-	-	-		55	284	1,100	25.80%
Services & Charges	-	-	-		92,087	390,546	623,110	62.68%
Capital	-	-	-		-	-	3,400	0.00%
Total	\$ -	\$ -	\$ -		\$ 107,030	\$ 477,960	\$ 806,380	59.27%
EXECUTIVE								
Personnel Services	\$ -	\$ -	\$ -		\$ 19,219	\$ 108,830	\$ 319,290	34.09%
Supplies & Materials	-	-	-		110	1,068	2,550	41.88%
Services & Charges	-	-	-		4,169	28,953	81,950	35.33%
Capital	-	-	-		240	407	2,500	16.27%
Total	\$ -	\$ -	\$ -		\$ 23,738	\$ 139,258	\$ 406,290	34.28%
HUMAN RESOURCES								
Personnel Services	\$ -	\$ -	\$ -		\$ 29,033	\$ 163,262	\$ 372,260	43.86%
Supplies & Materials	-	-	-		417	707	8,300	8.52%
Services & Charges	-	-	-		8,559	60,051	224,300	26.77%
Capital	-	-	-		-	-	1,600	0.00%
Total	\$ -	\$ -	\$ -		\$ 38,010	\$ 224,019	\$ 606,460	36.94%

	<u>MTD</u>	<u>YTD</u>	<u>BUDGET</u>	<u>% USED</u>	<u>MTD</u>	<u>YTD</u>	<u>BUDGET</u>	<u>% USED</u>
	<u>REVENUES</u>	<u>REVENUES</u>			<u>EXPENSES</u>	<u>EXPENSES</u>		
LEGAL								
Personnel Services	\$ -	\$ -	\$ -		\$ 20,991	\$ 118,454	\$ 505,990	23.41%
Supplies & Materials	-	-	-		11	203	3,440	5.90%
Services & Charges	-	-	-		21,068	175,302	309,300	56.68%
Capital	-	-	-		-	-	700	0.00%
Total	\$ -	\$ -	\$ -		\$ 42,070	\$ 293,959	\$ 819,430	35.87%
PARKS & FACILITIES								
Other	\$ -	\$ 610	\$ 6,000	10.16%	\$ -	\$ -	\$ -	
Service Charges	-	-	43,000	0.00%	-	-	-	
Personnel Services	-	-	-		124,879	719,897	1,860,570	38.69%
Supplies & Materials	-	-	-		14,813	64,992	262,620	24.75%
Services & Charges	-	-	-		81,059	603,057	1,364,240	44.20%
Capital	-	-	-		875	1,075	32,750	3.28%
Total	\$ -	\$ 610	\$ 49,000	1.24%	\$ 221,625	\$ 1,389,021	\$ 3,520,180	39.46%
POLICE								
Grants	\$ 10,348	\$ 10,348	\$ 13,500	76.65%	\$ -	\$ -	\$ -	
Other	5,473	28,204	59,500	47.40%	-	-	-	
Service Charges	595,107	710,852	259,700	273.72%	-	-	-	
Personnel Services	-	-	-		545,807	3,402,255	8,656,240	39.30%
Supplies & Materials	-	-	-		14,346	73,865	227,490	32.47%
Services & Charges	-	-	-		93,360	588,150	1,345,750	43.70%
Capital	-	-	-		6,558	39,484	158,970	24.84%
Total	\$ 610,929	\$ 749,404	\$ 332,700	225.25%	\$ 660,071	\$ 4,103,755	\$ 10,388,450	39.50%
FIRE								
Grants	\$ -	\$ -	\$ 68,000	0.00%	\$ -	\$ -	\$ -	
Intergovernmental	119,546	119,546	540,000	22.14%	-	-	-	
Licenses & Permits	1,101	12,533	26,000	48.20%	-	-	-	
Other	-	-	51,460	0.00%	-	-	-	
Service Charges	293,636	1,176,417	3,154,000	37.30%	-	-	-	
Personnel Services	-	-	-		633,715	4,031,736	8,999,890	44.80%
Supplies & Materials	-	-	-		17,649	197,489	352,900	55.96%
Services & Charges	-	-	-		241,772	914,674	1,542,110	59.31%
Capital	-	-	-		119	36,370	74,120	49.07%
Total	\$ 414,283	\$ 1,308,496	\$ 3,839,460	34.08%	\$ 893,255	\$ 5,180,268	\$ 10,969,020	47.23%

	MTD <u>REVENUES</u>	YTD <u>REVENUES</u>	<u>BUDGET</u>	<u>% USED</u>	MTD <u>EXPENSES</u>	YTD <u>EXPENSES</u>	<u>BUDGET</u>	<u>% USED</u>
COMMUNITY DEVELOPMENT								
Grants	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	
Licenses & Permits	201,828	1,008,574	1,363,500	73.97%	-	-	-	
Other	264	264	5,000	0.00%				
Service Charges	-	-	2,400	0.00%	-	-	-	
Personnel Services	-	-	-		110,622	641,160	1,553,460	41.27%
Supplies & Materials	-	-	-		3,746	10,266	39,080	26.27%
Services & Charges	-	-	-		16,622	126,012	289,540	43.52%
Capital	-	-	-		3,800	3,800	19,700	19.29%
Total	\$ 202,093	\$ 1,008,838	\$ 1,370,900	73.59%	\$ 134,789	\$ 781,237	\$ 1,901,780	41.08%
RECREATION								
Intergovernmental	\$ -	\$ -	\$ 7,000	0.00%	\$ -	\$ -	\$ -	
Other	625	13,445	26,100	51.52%	-	-	-	
Service Charges	36,151	166,649	330,500	50.42%	-	-	-	
Interest	-	-	-	-	-	-	-	
Personnel Services	-	-	-		33,273	186,884	462,280	40.43%
Supplies & Materials	-	-	-		13,452	65,925	159,000	41.46%
Services & Charges	-	-	-		6,974	36,924	104,930	35.19%
Capital	-	-	-		-	-	6,500	0.00%
Total	\$ 36,776	\$ 180,095	\$ 363,600	49.53%	\$ 53,699	\$ 289,733	\$ 732,710	39.54%
FINANCE								
Service Charges	\$ 16,470	\$ 104,931	\$ 240,000	43.72%	\$ -	\$ -	\$ -	
Personnel Services	-	-	-		90,243	522,686	1,254,900	41.65%
Supplies & Materials	-	-	-		5,765	29,930	79,670	37.57%
Services & Charges	-	-	-		22,534	155,380	336,660	46.15%
Capital	-	-	-		-	-	2,350	0.00%
Total	16,470	104,931	240,000	43.72%	118,543	707,996	1,673,580	42.30%
CONTINGENCY								
Services & Charges			\$ -		\$ -	\$ -	\$ 80,700	0.00%
Total	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ 80,700	0.00%
PROPERTY IMPROVEMENTS								
Other	\$ 1,075	\$ 1,075	\$ 5,300,000	0.02%	\$ -	\$ -	\$ -	
Capital					6,814	168,615	5,680,000	2.97%
Total	\$ 1,075	\$ 1,075	\$ 5,300,000	0.02%	\$ 6,814	\$ 168,615	\$ 5,680,000	2.97%

	<u>MTD</u>	<u>YTD</u>			<u>MTD</u>	<u>YTD</u>		
	<u>REVENUES</u>	<u>REVENUES</u>	<u>BUDGET</u>	<u>% USED</u>	<u>EXPENSES</u>	<u>EXPENSES</u>	<u>BUDGET</u>	<u>% USED</u>
GOLF COURSE								
Service Charges	\$ 18,495	\$ (22,482)	\$ 221,160	-10.17%	\$ -	\$ -	\$ -	0.00%
Services & Charges	-	-			20,381	151,277	297,210	50.90%
Capital	-	-	-		-	280	82,500	0.34%
Total	\$ 18,495	\$ (22,482)	\$ 221,160	-10.17%	\$ 20,381	\$ 151,556	\$ 379,710	39.91%
OPIOID SETTLEMENT								
Other	\$ -	\$ -	\$ 180,000	0.00%	\$ -	\$ -	\$ -	
Services & Charges	-	-	-		27,544	749,193	217,480	344.49%
Capital	-	-	-		-	74,929	74,940	99.99%
Total	\$ -	\$ -	\$ 180,000	0.00%	\$ 27,544	\$ 824,122	\$ 292,420	281.83%
INSURANCE TRUST								
Other	\$ 2,000	\$ 25,224	\$ 25,000	100.90%	\$ -	\$ -	\$ -	
Interest	26	150	500	30.07%	-	-	-	
Supplies & Materials	-	-	-		-	-	200	0.00%
Services & Charges	-	-	-		(2,446)	510,668	593,350	86.07%
Total	\$ 2,026	\$ 25,374	\$ 25,500	99.51%	\$ (2,446)	\$ 510,668	\$ 593,550	86.04%
UNCOLLECTIBLE ACCOUNTS								
Services & Charges	\$ -	\$ -	\$ -		\$ 16,667	\$ 100,002	\$ 200,000	50.00%
Total	\$ -	\$ -	\$ -	0.00%	\$ 16,667	\$ 100,002	\$ 200,000	50.00%
TOTAL GENERAL FUND	\$ 2,646,456	\$ 17,737,937	\$ 39,050,660	45.42%	\$ 2,361,791	\$ 15,342,169	\$ 39,050,660	39.3%

	MTD	YTD			MTD	YTD		
	<u>REVENUES</u>	<u>REVENUES</u>	<u>BUDGET</u>	<u>% USED</u>	<u>EXPENSES</u>	<u>EXPENSES</u>	<u>BUDGET</u>	<u>% USED</u>
CAPITAL PROJECTS FUND								
PARKS & FACILITIES								
Grants	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	
Other	2,430	5,530	165,000	3.35%	-	-	-	
Property Tax	-	50,000	100,000	50.00%	-	-	-	
Service Charges	-	-	-	0.00%	-	-	-	
Interest	2,112	13,117	20,000	65.58%	-	-	-	
Capital					25,093	86,415	285,000	30.32%
Total	\$ 4,542	\$ 68,647	\$ 285,000	24.09%	\$ 25,093	\$ 86,415	\$ 285,000	30.32%
TRANSPORTATION								
Grants	\$ 4,814	\$ 263,872	\$ 3,879,510	6.80%	\$ -	\$ -	\$ -	
Intergovernmental	100,000	328,498	990,930	33.15%	-	-	-	
Other	19,339	27,939	455,370	6.14%	-	-	-	
Property Tax	-	1,000,000	2,731,000	36.62%	-	-	-	
Interest	30,910	198,513	100,000	198.51%	-	-	-	
Services & Charges	-	-	-		28,936	144,681	347,280	41.66%
Capital	-	-	-		47,490	3,971,909	7,809,530	50.86%
Total	\$ 155,062	\$ 1,818,823	\$ 8,156,810	22.30%	\$ 76,427	\$ 4,116,590	\$ 8,156,810	50.47%
LIBRARY								
Other	\$ 43	\$ 10,420	\$ 45,790	22.76%	\$ -	\$ -	\$ -	
Property Tax	-	-	-	0.00%	-	-	-	
Interest	157	840	1,500	55.98%	-	-	-	
Capital	-	-	-		-	-	47,290	0.00%
Total	\$ 200	\$ 11,259	\$ 47,290	23.81%	\$ -	\$ -	\$ 47,290	0.00%
TOTAL CAPITAL PROJECTS FUND	\$ 159,804	\$ 1,898,729	\$ 8,489,100	22.37%	\$ 101,520	\$ 4,203,005	\$ 8,489,100	49.5%
WORKERS COMP TRUST								
INSURANCE TRUST								
Other	\$ -	\$ 755,000	\$ 855,500	88.25%	\$ -	\$ -	\$ -	
Interest	7,758	37,088	55,000	67.43%	-	-	-	
Supplies & Materials	-	-	-		-	-	-	0.00%
Services & Charges	-	-	-		5,288	209,159	910,500	22.97%
TOTAL WORKERS COMP FUND	\$ 7,758	\$ 792,088	\$ 910,500	86.99%	\$ 5,288	\$ 209,159	\$ 910,500	23.0%

	MTD	YTD			MTD	YTD		
	<u>REVENUES</u>	<u>REVENUES</u>	<u>BUDGET</u>	<u>% USED</u>	<u>EXPENSES</u>	<u>EXPENSES</u>	<u>BUDGET</u>	<u>% USED</u>
WATER FUND								
WATER								
Grants	\$ 19,200	\$ 1,949,075	\$ 1,925,000	101.25%	\$ -	\$ -	\$ -	
Intergovernmental	-	-	65,720	0.00%	-	-	-	
Other	(3,413)	241,955	2,355,210	10.27%	-	-	-	
Service Charges	501,745	3,654,089	8,947,400	40.84%	-	-	-	
Interest	34,815	191,572	260,000	73.68%	-	-	-	
Personnel Services	-	-	-		194,892	1,124,248	2,574,810	43.66%
Supplies & Materials	-	-	-		30,952	185,842	610,380	30.45%
Services & Charges	-	-	-		301,068	1,967,430	4,076,610	48.26%
Capital	-	-	-		1,152,258	3,504,920	6,291,530	55.71%
TOTAL WATER FUND	\$ 552,347	\$ 6,036,692	\$ 13,553,330	44.54%	\$ 1,679,170	\$ 6,782,439	\$ 13,553,330	50.0%

WASTEWATER FUND								
WASTEWATER								
Grants	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	
Intergovernmental	337,152	1,712,160	4,154,000	41.22%	-	-	-	
Other	181,889	989,766	9,890,950	10.01%	-	-	-	
Service Charges	551,222	3,368,357	7,562,710	44.54%	-	-	-	
Interest	81,543	487,691	460,000	106.02%	-	-	-	
Personnel Services	-	-	-		186,523	1,084,398	2,385,100	45.47%
Supplies & Materials	-	-	-		32,195	162,661	574,240	28.33%
Services & Charges	-	-	-		331,509	2,074,748	4,310,030	48.14%
Capital	-	-	-		733,869	3,897,683	14,798,290	26.34%
TOTAL WASTEWATER FUND	\$ 1,151,806	\$ 6,557,974	\$ 22,067,660	29.72%	\$ 1,284,097	\$ 7,219,490	\$ 22,067,660	32.7%

STORMWATER FUND								
STORMWATER								
Grants	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	
Other	-	150,000	(110,090)	-136.25%	-	-	-	
Service Charges	199,207	1,195,530	2,200,000	54.34%	-	-	-	
Interest	5,640	28,738	48,000	59.87%	-	-	-	
Personnel Services	-	-	-		34,398	179,318	412,300	43.49%
Supplies & Materials	-	-	-		2,397	6,444	122,700	5.25%
Services & Charges	-	-	-		54,205	385,831	880,790	43.81%
Capital	-	-	-		2,067	37,915	722,120	5.25%
TOTAL STORMWATER FUND	\$ 204,847	\$ 1,374,268	\$ 2,137,910	64.28%	\$ 93,068	\$ 609,509	\$ 2,137,910	28.5%

	MTD	YTD			MTD	YTD		
	<u>REVENUES</u>	<u>REVENUES</u>	<u>BUDGET</u>	<u>% USED</u>	<u>EXPENSES</u>	<u>EXPENSES</u>	<u>BUDGET</u>	<u>% USED</u>
SANITATION FUND								
SANITATION								
Grants	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	
Other	3,245	16,215	819,700	1.98%	-	-	-	
Service Charges	690,431	3,902,971	7,755,880	50.32%	-	-	-	
Interest	24,893	125,648	105,000	119.66%	-	-	-	
Personnel Services	-	-	-		47,851	281,291	626,700	44.88%
Supplies & Materials	-	-	-		655	5,201	31,100	16.72%
Services & Charges	-	-	-		510,171	3,084,479	7,703,280	40.04%
Capital	-	-	-		434	2,048	319,500	0.64%
TOTAL SANITATION FUND	\$ 718,569	\$ 4,044,834	\$ 8,680,580	46.60%	\$ 559,111	\$ 3,373,019	\$ 8,680,580	38.9%

CEMETERY FUND								
CEMETERY								
Other	\$ 375	\$ 1,005	\$ 280,190	0.36%	\$ -	\$ -	\$ -	
Property Tax	-	50,000	100,000	50.00%	-	-	-	
Service Charges	3,158	19,960	40,270	49.57%	-	-	-	
Interest	1,080	6,392	15,000	42.61%	-	-	-	
Interfund Transfer	-	-	50,000	0.00%	-	-	-	
Personnel Services	-	-	-		7,459	44,532	122,380	36.39%
Supplies & Materials	-	-	-		1,435	6,220	12,500	49.76%
Services & Charges	-	-	-		3,891	33,174	120,080	27.63%
Capital	-	-	-		-	9,566	230,500	4.15%
TOTAL CEMETERY FUND	\$ 4,613	\$ 77,357	\$ 485,460	15.93%	\$ 12,784	\$ 93,490	\$ 485,460	19.3%

ECONOMIC DEVELOPMENT FUND								
ECONOMIC DEVELOPMENT								
Grants	\$ 33,775	\$ 138,716	\$ 450,000	30.83%	\$ -	\$ -	\$ -	
Licenses & Permits	-	-	-	0.00%	-	-	-	
Other	500	2,585	350,000	0.74%	-	-	-	
Interest	10,524	63,096	27,500	229.44%	-	-	-	
Capital	-	-	-		40,758	220,566	827,500	26.65%
TOTAL ECONOMIC DEVELOPMENT	\$ 44,799	\$ 204,397	\$ 827,500	24.70%	\$ 40,758	\$ 220,566	\$ 827,500	26.7%

	<u>MTD</u>	<u>YTD</u>	<u>BUDGET</u>	<u>% USED</u>	<u>MTD</u>	<u>YTD</u>	<u>BUDGET</u>	<u>% USED</u>
	<u>REVENUES</u>	<u>REVENUES</u>			<u>EXPENSES</u>	<u>EXPENSES</u>		
TRANSPORTATION & ENGINEERING FUND								
TRANSPORTATION								
Grants	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	
Intergovernmental	236,930	486,749	1,345,900	36.17%	-	-	-	
Licenses & Permits	3,259	22,223	20,000	111.12%	-	-	-	
Other	11,724	30,395	339,880	8.94%	-	-	-	
Property Taxes	-	1,000,000	2,220,120	45.04%	-	-	-	
Service Charges	230,954	613,811	1,297,740	47.30%	-	-	-	
Interest	6,126	30,980	50,000	61.96%	-	-	-	
Personnel Services	-	-	-		179,301	1,072,835	2,593,140	41.37%
Supplies & Materials	-	-	-		19,387	93,638	454,770	20.59%
Services & Charges	-	-	-		125,558	803,285	1,708,700	47.01%
Capital	-	-	-		6,006	35,303	517,030	6.83%
TOTAL TRANSPORTATION FUND	\$ 488,993	\$ 2,184,158	\$ 5,273,640	41.42%	\$ 330,253	\$ 2,005,061	\$ 5,273,640	38.0%
LIBRARY FUND								
LIBRARY								
Grants	\$ -	\$ -	\$ 2,500	0.00%	\$ -	\$ -	\$ -	
Intergovernmental	-	-	100	0.00%				
Other	2,247	20,410	104,070	19.61%				
Property Taxes	-	1,000,000	1,535,000	65.15%				
Service Charges	624	3,922	5,000	78.45%				
Interest	2,186	6,929	18,000	38.49%	-	-	-	
Personnel Services					92,968	520,097	1,245,210	41.77%
Supplies & Materials					10,562	79,100	146,650	53.94%
Services & Charges					16,247	110,052	264,310	41.64%
Capital	-	-	-		613	4,248	8,500	49.98%
TOTAL LIBRARY FUND	\$ 5,057	\$ 1,031,261	\$ 1,664,670	61.95%	\$ 120,390	\$ 713,497	\$ 1,664,670	42.9%

	MTD	YTD			MTD	YTD		
	<u>REVENUES</u>	<u>REVENUES</u>	<u>BUDGET</u>	<u>% USED</u>	<u>EXPENSES</u>	<u>EXPENSES</u>	<u>BUDGET</u>	<u>% USED</u>
FLEET MAINTENANCE								
FLEET								
Grants	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	
Intergovernmental	3,157	3,157	15,700	20.11%				
Other	-	2,321	281,180	0.83%				
Service Charges	346,948	1,495,881	2,781,160	53.79%				
Interest	9,364	51,518	35,000	147.19%	-	-	-	
Personnel Services					51,659	300,633	668,630	44.96%
Supplies & Materials					15,518	113,560	266,730	42.58%
Services & Charges					72,438	437,630	916,180	47.77%
Capital	-	-	-		215,121	230,641	1,261,500	18.28%
TOTAL FLEET MAINTENANCE	\$ 359,468	\$ 1,552,877	\$ 3,113,040	49.88%	\$ 354,736	\$ 1,082,465	\$ 3,113,040	34.8%

INFORMATION SYSTEMS

INFORMATION SYSTEMS								
Grants	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	
Other	-	13,972	(21,350)	-65.44%	-	-	-	
Service Charges	131,494	789,564	1,576,670	50.08%				
Interest	1,530	8,281	9,550	86.71%	-	-	-	
Personnel Services					71,849	351,985	798,870	44.06%
Supplies & Materials					554	3,130	7,000	44.71%
Services & Charges					127,247	459,876	602,000	76.39%
Capital	-	-	-		11,678	119,781	157,000	76.29%
TOTAL INFORMATION SYSTEMS	\$ 133,024	\$ 811,817	\$ 1,564,870	51.88%	\$ 211,328	\$ 934,772	\$ 1,564,870	59.7%

	<u>MTD</u>	<u>YTD</u>	<u>BUDGET</u>	<u>% USED</u>	<u>MTD</u>	<u>YTD</u>	<u>BUDGET</u>	<u>% USED</u>
	<u>REVENUES</u>	<u>REVENUES</u>			<u>EXPENSES</u>	<u>EXPENSES</u>		
POLICE RETIREMENT								
Other	\$ (632,537)	\$ 278,481	\$ 1,025,000	27.17%	\$ -	\$ -	\$ -	
Property Tax	-	-	-	0.00%				
Interest	37,019	187,671	245,000	76.60%				
Services & Charges					100,598	606,753	1,270,000	47.78%
TOTAL POLICE RETIREMENT	\$ (595,518)	\$ 466,152	\$ 1,270,000	36.70%	\$ 100,598	\$ 606,753	\$ 1,270,000	47.8%
TRANSIT FUND								
TRANSIT								
Grants	\$ -	\$ -	\$ 983,480	0.00%	\$ -	\$ -	\$ -	
Intergovernmental	7,943	35,997	85,000	42.35%	-	-	-	
Other	-	(230)	150,200	-0.15%	-	-	-	
Property Tax	-	255,000	423,500	60.21%	-	-	-	
Service Charges	3,608	20,174	44,200	45.64%	-	-	-	
Interest	1,557	9,992	18,000	55.51%				
Personnel Services					75,656	441,076	992,310	44.45%
Supplies & Materials	-	-	-		9,274	37,870	90,200	41.98%
Services & Charges					17,273	90,662	205,820	44.05%
Capital	-	-	-		2,696	5,257	416,050	1.26%
TOTAL TRANSIT FUND	\$ 13,108	\$ 320,933	\$ 1,704,380	18.83%	\$ 104,899	\$ 574,865	\$ 1,704,380	33.7%
CEMETERY PERPETUAL CARE								
CEMETERY PERPETUAL CARE								
Other	\$ (29,973)	\$ (13,426)	\$ 36,000	-37.29%	\$ -	\$ -	\$ -	
Service Charges	127	683	1,000	68.30%				
Interest	5,783	14,743	17,000	86.72%				
Services & Charges	-				979	1,941	4,000	48.52%
Interfund Transfers	-	-	-		-	-	50,000	0.00%
TOTAL PERPETUAL CARE	\$ (24,062)	\$ 2,000	\$ 54,000	3.70%	\$ 979	\$ 1,941	\$ 54,000	3.6%
GRAND TOTAL OF ALL FUNDS	\$ 5,871,069	\$ 45,093,472	\$ 110,847,300	40.68%	\$ 7,360,768	\$ 43,972,200	\$ 110,847,300	39.67%

April 6, 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; Councilor Kasee Forsmann (3:03 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. PRESENTATIONS

- A. MONTH OF THE MILITARY CHILD PROCLAMATION:** Proclaiming the month of April 2026 as "Month of the Military Child" in the City of Lewiston - Action Item (Mayor Dan Johnson)

Mayor Johnson read the "Month of the Military Child" proclamation and presented it to Staff Sergeant Palmer and his family.

V. DISCUSSION ITEMS

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

- A. HAZMAT REGIONAL RESPONSE TEAM PROGRAM OVERVIEW:** Overview of the Lewiston Regional Emergency Response Team, including its history, current operations, and an upcoming interagency agreement with the State of Idaho Military Division - Action Item (Fire Chief Greg Rightmier)

Fire Chief Greg Rightmier provided an overview of the program, including its background, structure, and implementation timeline, noting that without participation the City would need to independently fund specialized equipment and resources. He outlined next steps, including consideration of the Agreement with the State of Idaho on the April 27th agenda, and added that without Lewiston's participation, the City would continue to respond to incidents but would rely on delayed resources from Spokane.

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- B. FORFEITURE FUND ALLOCATION:** Discussion on the proposed use of funds received through criminal forfeiture proceedings to support the purchase of critical public safety equipment needed for the Lewiston Police Department - Action Item (Police Chief Jason Kuzik)

Police Chief Jason Kuzik and Captain Chris Reese presented the proposed use of forfeiture funds for the purchase of a new SWAT armored vehicle, estimated at \$380,000, and patrol rifles, estimated at \$33,000. They explained that the current armored vehicle is inoperable due to electrical and mechanical issues, with replacement parts no longer available, and noted that it was acquired approximately 10 years ago after prior use in combat. While it previously met operational needs, it is now unreliable amid an increase in SWAT-related calls and poses a significant safety concern.

Councilor Forsmann and Council President Kleeburg moved and seconded, respectively, to approve the use of funds received through criminal forfeiture proceedings to support the purchase of critical public safety equipment, a SWAT armored vehicle estimated at \$380,000 and new patrol rifles estimated at \$33,000, needed for the Police Department. The motion carried 6-0.

- C. INTRODUCTION OF ORDINANCE 4948:** Introduction of Ordinance 4948, which proposes to amend Lewiston City Code Chapter 19 related to health and sanitation - Action Item (Community Development Director Grow)

Community Development Director Shannon Grow summarized Chapter 19 (Health and Sanitation) and the proposed updates to clarify definitions, streamline language, and strengthen enforcement. Changes include expanding pest regulations beyond rats, addressing bed bug infestations, allowing the City to abate violations and recover costs, enhancing inspection and reporting requirements, and granting authority to declare certain violations a public nuisance.

Councilors did not offer any changes, and Community Development Director Grow noted the next step would be to have the first reading of the ordinance at the April 13, 2026 City Council meeting.

- D. PLANNING AND ZONING COMMISSION OVERVIEW:** Presentation providing a general background and overview on the roles, responsibilities, and decision-making framework for planning and zoning matters within the City of Lewiston - Action Item (City Attorney Jennifer Tengono)

City Attorney Jennifer Tengono provided a detailed overview related to Planning and Zoning, along with the Idaho Statutes and documents that are the core planning tools. Ms. Tengono also explained the roles, responsibilities and decision-making framework that is provided by the Planning and Zoning

Commission, as well as the role City Council plays.

VI. UNFINISHED AND NEW BUSINESS

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

Councilor Forsmann noted that April is Child Abuse Prevention month, and the Seaport River Run is on April 25th.

B. CITY BOARDS AND COMMISSIONS LIAISON UPDATES

Councilor Wright shared an update on the Cemetery and Urban Forestry Commission.

C. MAYOR COMMENTS

Mayor Johnson highlighted several upcoming items, including Idaho Listens at the Lewis Clark Hotel on April 14, the City's Employee Appreciation Committee trash pick-up on April 16, and a meeting with neighbors on April 7 to discuss concerns regarding Ziply Fiber.

D. AGENDA TOPICS: - Action Item

VII. ADJOURNMENT - Action Item

There being no further business to come before the Lewiston City Council, Councilor Forsmann and Council President Kleeburg moved and seconded, respectively, to adjourn the April 6, 2026 Work Session. The motion carried 6-0 and the meeting adjourned at 5:16 p.m.

Daniel G. Johnson, Mayor

Tanya M. Brocke, City Clerk

April 13, 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 Kasse Forsmann; Councilor Bryan Moree; Councilor Matt Wright.

COUNCILORS EXCUSED: Councilor Jessica Klein; Councilor John Spickelmire.

II. PLEDGE OF ALLEGIANCE

Mayor Johnson led the Pledge of Allegiance.

III. CITIZENS COMMENTS

No comments were offered from citizens.

IV. PRESENTATIONS

Councilors Wright and Forsmann moved and seconded, respectively, to amend the agenda to read the Regence BlueShield 80th Proclamation. The motion carried 4-0.

A. WEEK OF THE YOUNG CHILD PROCLAMATION: Proclaiming April 13 - 17, 2026 as "Week of the Young Child" in the City of Lewiston (Mayor Johnson)

Mayor Johnson read the Week of the Young Child and presented it to IdahoSTARS and Regional Early Childhood Committee representatives Alicia Robertson, Darcy Peterson, and Abby Woolery,

Mayor Johnson then read the Regence BlueShield 80th Anniversary Proclamation, and presented it to Kathy Brumbaugh, Director, Provider Relations at Regence BlueShield of Idaho

V. CONSENT AGENDA

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

Councilor Forsmann asked that Voucher's Payable be removed from the Consent Agenda.

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

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Forsmann; Moree. VOTING NAY: None. EXCUSED: Klein; Spickelmire.

- A. **CITY COUNCIL MINUTES:** Considering approval of the 3/23/2026 Regular meeting minutes - Action Item
- B. **ADVISORY BOARD AND COMMISSION MINUTES:** Accepting the minutes of the following meetings: 11/20/2026 Public Works Advisory Commission; 1/15/2026 and 2/18/2026 Library Board of Trustees; and 2/11/2026 Planning and Zoning Commission - Action Item

VI. **ACTIVE AGENDA**

- A. **RESOLUTION 2026-16:** Considering approving a State of Idaho Department of Environmental Quality Emerging Contaminants Funding Offer, Acceptance Agreement for Drinking Water Facilities Design and Construction for Loan Project No. DW2608EC - Action Item (City Engineer Luke Antonich)

Councilor Forsmann and Council President Kleeburg moved and seconded, respectively, to approve Resolution 2026-16. ***ROLL CALL VOTE: VOTING AYE: Kleeburg; Wright; Forsmann; Moree. VOTING NAY: None. EXCUSED: Klein; Spickelmire.***

B. **ORDINANCES**

1. **FIRST READING**

- a. **ORDINANCE 4948:** Considering amending Lewiston City Code Chapter 19 related to health and sanitation - Action Item (Community Resource Officer Dave Gobbi)

Councilors Wright and Forsmann moved and seconded, respectively, to approve the first reading of Ordinance 4948. The motion carried 4-0.

ORDINANCE 4948: AN ORDINANCE OF THE CITY OF LEWISTON AMENDING LEWISTON CITY CODE CHAPTER 19 RELATED TO HEALTH AND SANITATION AND PROVIDING AN EFFECTIVE DATE.

2. **SECOND AND THIRD READINGS**

- 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)

Councilors Forsmann and Wright moved and seconded, respectively, to

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dispense with the requirement that an ordinance be read on three different days and to combine the second and third readings. The motion carried 4-0.

Councilors Forsmann and Wright moved and seconded, respectively, to waive the third reading in full of Ordinance 4958 and approve the third reading of Ordinance 4958 by title only. The motion carried 4-0.

ORDINANCE 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.

- b. **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)

Councilor Forsmann and Council President Kleeburg moved and seconded, respectively, to dispense with the requirement that an ordinance be read on three different days and to combine the second and third readings. The motion carried 4-0.

Councilors Forsmann and Wright moved and seconded, respectively, to waive the third reading in full of Ordinance 4961 and approve the reading of Ordinance 4961 by title only. The motion carried 4-0.

ORDINANCE 4961: 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.

3. **ADOPTION AND APPROVAL OF ORDINANCE SUMMARIES**

Lewiston City Council
Regular Meeting Minutes
April 13, 2026 – 6:00 p.m.
Page 3 of 5

a. **ORDINANCE 4958:** Action Item

Councilors Wright and Forsmann moved and seconded, respectively, to adopt Ordinance 4958 and approve the related ordinance summary.

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

b. **ORDINANCE 4961:** Action Item

Councilors Wright and Forsmann moved and seconded, respectively, to adopt Ordinance 4961 and approve the related ordinance summary.

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

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

C. **VOUCHER'S PAYABLE:** Considering approval of the Voucher's Payable dated 03/06/2026-03/19/2026 in the amount of \$2,517,439.33 and 03/20/2026-04/02/2026 in the amount of \$1,996,595.41 - Action Item

Councilor Forsmann questioned page 9 of 12 of Voucher's Payable under Travel for Tyler Connect - Tyler Technologies. City Treasurer/Finance Director Gordon explained that Tyler Technologies is the software used to handle payroll, budget, finance, etc. While they don't go every year, she and another employee attended the training this year.

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

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 noted that April is Child Abuse Awareness Month and encouraged community members to participate in acts of kindness in support of children affected by abuse.

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

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

C. **MAYOR COMMENTS**

Mayor Johnson highlighted several upcoming events, including Idaho Listens at the Lewis Clark Hotel on April 14th at 6 p.m., the Association of Idaho Cities

Annual Spring Meeting in Moscow on April 15th, the City's Employee Appreciation Committee trash pick-up on April 16th at 4 p.m., and a Paul Revere Bike Ride on April 18th in celebration of America250.

D. AGENDA TOPICS: - Action Item

Councilors Forsmann and Wright moved and seconded, respectively, to add a budget discussion focused on potential budget cuts to the April 20th Special Work Session. The motion carried 4-0.

IX. ADJOURNMENT - Action Item

There being no further business to come before the Lewiston City Council, Councilor Forsmann and Council President Kleeburg moved and seconded, respectively, to adjourn the April 13th, 2026 meeting. The motion carried 4-0 and the meeting adjourned at 6:30 p.m.

Daniel G. Johnson, Mayor

Tanya M. Brocke, City Clerk



Lewiston Disability Advisory Commission
MEETING MINUTES
June 12, 2025
Lewiston City Hall – Back Conference Room – 1134 F Street
Lewiston, Idaho 83501

Members Attending: Eric Peterson, Mark Havens, Matthew Ruth, Jessica Grainger

Members Not Attending: Constance Vance, Mike Feeney

Non-Members Attending: Councilor Matthew Wright, Nikki Province, Leah Burris

A. CALL TO ORDER

- a. Meeting called to order at 12:03pm

B. CITIZEN COMMENTS

- a. None.

C. DISCUSSION ITEMS

- a. CivicOptimize Update
 - i. Nikki states the development is still with the Information Systems & Security Department and the Leadership Team to determine routing complaints.
 - 1. Mr. Peterson states he completed a form recently that was a CivicOptimize form and he did not like it or think it was easy to use. He adds he does not want the system to be forgotten which is why he continues to request monthly updates. Mr. Peterson requests whichever ISS employee has been assigned this project reach out to him directly for an update but also attend next month's meeting. Ms. Province states her experience with CivicOptimize has been positive and found it easy to use.

D. ACTIVE AGENDA

- a. **ELECTION OF CHAIR** – Annual selection of 2025 Disability Advisory Commission Chair position
 - i. Ms. Grainger states in a conversation with Constance Vance that she would be open to being Chair again. Mr. Ruth nominates Constance Vance. The members vote in favor of Ms. Vance as Chair.
- b. **ELECTION OF VICE CHAIR** – Annual selection of 2025 Disability Advisory Commission Vice Chair position
 - i. Mr. Havens nominates Mr. Matthew Ruth. The members vote in favor of Mr. Ruth as Vice-Chair.
- c. **APPROVAL OF MINUTES** – Approval of February 13, 2025 meeting minutes
 - i. Mr. Havens states in the section regarding Powers and Duties, at the end of line, Ms. to Mr. in regards to Mr. Havens.
 - ii. Mr. Havens motions to approve with the one correction. Ms. Grainger seconds the motion and the minutes are approved.

- d. **2024 ADA TRANSITION PLAN** - Review and approve the 2024 annual ADA Transition Plan Update
 - i. The group discusses items that are included, such as powers and duties. Mr. Peterson discusses code changes that have been discussed but have not changed. He adds when looking at the document there are adopted dates then a status of “to be reviewed,” which is good information to have, but why are so many listed as to be reviewed. Mr. Ruth states that is a valid question but would not change the 2024 Plan. Mr. Peterson motions to approve the document. Mr. Havens seconds the motion and all vote to approve the report.

E. FUTURE AGENDA ITEMS

- a. Mr. Havens does not want to let go of the issue of the doors at the Community Center not being ADA compliant and the Community Center is a voting location. Ms. Province states this issue has not been lost to the wind and she has discussed it with Operations Director Shannon Grow. Ms. Province and Councilor Wright share that the building may be undergoing renovations which could include updating the doors. Ms. Province also states there is not only a new Parks & Recreation Director starting soon, but a new Parks & Facilities Manager will be starting in July. Mr. Havens asks if they can be invited to the August meeting. Mr. Peterson asks if the door has been inspected and asks Ms. Province to investigate. Councilor Wright adds to the conversation about asking these two new employees about reviewing all City facilities for ADA compliance.
- b. Mr. Peterson states there is code in Idaho which states that if you are a pedestrian crossing the road at an intersection, there does not have to be crosswalk striping on the road, and if the person appears to have a disability, drivers must yield to that person or face potential criminal charges. He states there is a lack of knowledge about this and asks what is our duty in regards to this and would like an opinion from the Legal Department, then have that be reported back at a meeting. Mr. Ruth asks Mr. Peterson for his specific question. Mr. Peterson states what are the rights of pedestrians and disabled pedestrians and what are the duties of drivers? Mr. Havens states a few years ago, Asotin County Community Services received a grant to promote pedestrian safety and it didn't seem to help at all. The group agrees this is a concerning topic.

F. COMMISSIONER COMMENTS

- a. Mr. Havens states the University of Idaho Extension Office will be hosting meetings on the aging population. The first meeting will be Monday, June 30th and he will be the speaker at the following meeting July 1st. All meetings will be at 10:30am at the Community Center.

G. STAFF LIAISON COMMENTS

- a. None.

H. ADJOURNMENT

- a. Ms. Grainger motions to adjourn. Mr. Havens seconds and the meeting is adjourned at 1:02pm.



**Lewiston Disability Advisory Commission
Meeting Minutes
July 10, 2025 - 12:00–1:00 PM
Lewiston City Hall – Back Conference Room – 1134 F Street
Lewiston, Idaho 83501**

Members Attending: Chairman Constance Vance, Mark Havens, Matthew Ruth, Eric Peterson, Mike Feeney

Members Not Attending: Jessica Grainger

Non-Members Attending: Nikki Province, Leah Burris

I. CALL TO ORDER

- a. Meeting called to order at 12:01pm

II. CITIZEN COMMENTS

- a. Mr. Peterson, as a citizen, states that in following the “Big Beautiful Bill,” we need to watch “waivers,” which are special grants, and the organizations that have been receiving those should begin talking to legislators.

III. DISCUSSION ITEMS

a. CivicOptimize Update

- i. Ms. Province states she sent emails that the CivicOptimize reporting system is basically completed. Mr. Peterson states after the last meeting, Ms. Province talked with the Information Systems & Security (ISS) Department and they have been in a beta testing phase and it is functioning quite well. He encourages commission members to try it out so they can provide feedback. He used it recently to report a park issue and received a response that it had been taken care of. Mr. Ruth states he also submitted a request for the Community Center and received very prompt responses. Both agree it was very simple to use. Mr. Havens asks to have CivicOptimize as a discussion item next month, so commission members can test it out and provide feedback at the next meeting. Mr. Peterson and Mr. Ruth give kudos to the ISS Department for their work on this.

b. Pedestrian Rights and Driver Responsibilities

- i. Mr. Ruth reviews an email sent to DAC from City Attorney Jennifer Tengono on this topic following an advice letter she provided. Mr. Havens states the pedestrian killed which prompted this discussion was a prominent doctor that was still practicing in the area. He states he was surprised there was not more reported information about the incident and the person that was killed. Without knowing more about what led to the incident, it makes it more difficult to try to prevent this from happening again. Mr. Peterson states City Attorney Jennifer Tengono’s letter is accurate, however, this issue will probably end up with the courts. He adds they could fix the ADA, but that can open a pandora’s box of issues. There are also work arounds, like he could put a white can on his wheelchair. Chairman Vance

also brings up what's considered an "obvious" disability, as many disabilities are not visibly apparent. Mr. Peterson states in addition to that question, there's also the issue of intent. Mr. Havens then asks about mental disabilities. Mr. Peterson reiterates that the City Attorney's letter is her legal opinion and anticipates this topic to come in front of the courts. Mr. Havens discusses analyzing pedestrian accident data. Chairman Vance states she does not quite understand the intent of the discussion because no pedestrians should be getting hit, regardless of if they are disabled or not. Mr. Peterson provides examples but acknowledges it's a confusing gray area of law. He adds the City Attorney is interpreting this in a way that disregards other components of state code, and he suspects the police department is probably not aware of this area of law. Mr. Havens asks Chairman Vance if DAC could request rates of pedestrian accidents to see if there's been an increase over the last seven or eight years. If there has been, are the police doing anything about pedestrian safety, and if there has not been, this topic may not need to be discussed. He also adds the LC Valley has a reputation for not being pedestrian friendly and wonders what it would take to get drivers to be more aware and pedestrian friendly. Mr. Peterson states White Can Law is intended to increase awareness of the blind community, but has extended to include preventing deaths and injury and increasing awareness, which could be DAC's goal. The group agrees there is a lack of designated crosswalks and a lot of the crosswalks are different. Mr. Ruth states he fails to see a true actionable item they can do with this topic. Mr. Havens states that's why he thinks it would help to have data from the police department.

IV. ACTIVE AGENDA

- a. **Approval of June 12, 2025 meeting minutes**
 - i. Mr. Havens motions to adopt the June 12, 2025 meeting minutes. Mr. Ruth seconds the motion and the motion is approved.

V. FUTURE AGENDA ITEMS

- a. The new Parks & Recreation Director and Parks & Facilities Manager will be attending the August meeting. Ms. Province asks if there are any particular topics she should prepare them for. Chairman Vance states she has heard great things about the new playground equipment at Pioneer Parks. Mr. Havens states he would like to ask them about a Parks & Recreation strategic plan and if any of it pertains to the disabled community.
- b. CivicOptimize discussion for August.

VI. COMMISSIONER COMMENTS

- a. Mr. Havens states he attended the City's employee and volunteer appreciation barbeque.

VII. STAFF LIAISON COMMENTS

- a. Ms. Province reminds the group there is a vacancy on DAC if anyone knows someone that may be interested in joining.
- b. Ms. Province states the installation for an ADA automatic door button is supposed to be installed today. Mr. Havens states that is great news and asks how much it costs. Ms. Province states it was about \$6,000. Mr. Havens states Carol Maurer, Public Outreach Coordinator, is doing a good job emailing out a regular newsletter from the City and asks

if she could do an article about this in the next one. Mr. Havens states it is getting better and better and “newsier.” Mr. Peterson asks how to sign up for the newsletter and the magazine. Ms. Province states she will talk to Ms. Maurer and share that information with the group.

VIII. ADJOURNMENT

- a. Meeting is adjourned at 1:09pm



**Lewiston Disability Advisory Commission
MEETING MINUTES
August 14, 2025 - 12:00 PM**

Attending: Constance Vance, Matt Wright, Jessica Grainger, Mike Feeney, Heather Moore, Matt Ruth, Nikki Province, Jolene Cliffe, Justin Glenn, and Dave Sinner
Not attending: Mark Havens, Leah Burris

A. CALL TO ORDER

12:01 pm

B. CITIZEN COMMENTS

Round table introductions for new commissioners Heather Moore and Jolene Cliffe.

C. DISCUSSION ITEMS

- a. Introduction and Discussion with new Parks & Recreation Department Leadership** – *New Parks & Recreation Director Justin Glenn and Parks & Facilities Manager Dave Sinner will attend to introduce themselves and discuss topics related to Parks & Recreation and the ADA.*

Parks and Recreation Director Justin Glenn and Parks and Facilities Manager Dave Sinner discuss their work experience and how it relates to the ADA. Discuss their plans to evaluate the buildings and programs for inclusiveness.

Commissioner Cliffe provides information about “Blue Path” which is a program that tells a person if a space is accessible or not. A citizen or member of organization can put the information in there. The measurements of doorways or measurement and clearance under sinks. It’s accessed online at bluepath.org. Commissioner Cliffe will share that information as it is obtained.

Facilities and Parks Manager Dave Sinner discussed sidewalks ensuring it is a priority for the City. Commissioner Feeney discussed the FILO or “in lieu of” program where a property owner can pay fees in lieu of putting in a sidewalk. The money can go toward more priority routes.

Dave and Commissioners discussed bark and playgrounds and how bark is hard to navigate for some persons with disabilities. Discussed different options than bark to put in those playgrounds that have ADA playground equipment. Discussed the possibility of parents that would want to contribute to improving playgrounds. Parks and Recreation Director discussed is strategic goal of creating a Parks and Recreation foundation that community members can fundraise for department projects.

D. ACTIVE AGENDA

- a. Approval of July 10, 2025 Meeting Minutes** – *action item*

Commissioner Grainger motions to approve, Commissioner Ruth seconds, all in favor.

E. FUTURE AGENDA ITEMS

What the building process in the city, and how ADA is reviewed to build standards.

F. COMMISSIONER COMMENTS – *Comments should not be related to an item currently before the Commission or an item that may come before the Commission in the foreseeable future, and should be limited to comments, not discussion.*

G. STAFF LIASON COMMENTS

H. ADJOURNMENT

Vision

Our vision is a community where people of all abilities and ages are fully integrated and valued.

Mission

To advise city leaders and residents on the reduction of barriers and the promotion of full accessibility through education and advocacy.

Jolene Cliffe - Term Expires 08/28
Mark Havens - Term Expires 07/27
Constance Vance - Term Expires 07/27
Mike Feeney - Term Expires 07/27

Matt Ruth- Term Expires 03/26
Jessica Grainger - Term Expires 09/25
Heather Moore – Term Expires 08/28

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 at least forty-eight (48) hours in advance of the meeting at 208-746-3671, ext. 6211 or nprovince@cityoflewiston.org.



Lewiston Disability Advisory Commission
MEETING MINUTES
September 11, 2025 - 12:00 PM
Lewiston City Hall – Back Conference Room – 1134 F Street
Lewiston, Idaho 83501

Members Attending: Chairman Constance Vance, Mark Havens, Mike Feeney, Jolene Cliffe, Heather Moore, Matt Ruth, Jessica Grainger

Non-Members Attending: Ged Randall, City Attorney Jennifer Tengono, Nikki Province, Leah Burris

A. CALL TO ORDER

- a. Meeting called to order at 12:01pm

B. CITIZEN COMMENTS

- a. Ged Randall comments that he is glad to see “young people” involved in DAC, but they might be at a disadvantage in understanding the struggles of the older population.

C. DISCUSSION ITEMS - Discussion on accommodation for a sober living home, and the city’s process for requested accommodations.

- a. HR Director and ADA Coordinator Nikki Province discusses ADA requirements when an accommodation is requested by a citizen. She states the City is working on a policy for accommodations, which she could bring to DAC for review and discussion. When it comes to recovery for drugs and alcohol, that is a protected disability. The City recently received a request like this related to housing and went through the interactive process and an accommodation was provided. There has been some public feedback and therefore, wanted to discuss the topic with DAC. Councilor Wright reiterates that he thought this was a pertinent topic to bring to DAC. City Attorney Jennifer Tengono adds that under the ADA and Fair Housing Act, cities are required to respond to accommodation requests and as long as it meets certain criteria, are required to approve it. Ms. Tengono describes in more detail the recent accommodation request the City received. Mr. Havens clarifies this issue had nothing related to modifications to the property and Ms. Tengono confirms that’s correct, it was strictly related to use of the property. Mr. Havens also asks if the issue went in front of the Planning and Zoning Commission. Ms. Tengono states it did not and explains why. Mr. Ruth asks about the precedent being set by this accommodation and asks about larger dwellings. Ms. Tengono explains the difference between single family, two family, and multi-family dwellings. Chairman Vance confirms the issue with this request was the nature of the use for the dwelling. Ms. Province confirms that yes, because the property is being used for a recovery home, that has been part of the issue, but because those in recovery are protected by the ADA, the City is not required to notify neighbors. Chairman Vance agrees as a person’s disability status is protected by HIPAA. Ms. Moore asks if those living in a sober living home have to go through a process to confirm their disability. Ms. Tengono explains no, there is not a requirement for documentation from the individual, just the nature of the property and their dweller’s qualifications for those allowed to live in the dwelling. Mr. Havens asks about citizens appealing the City’s decision and Ms. Tengono says there is no appeal process. Mr. Havens discusses if there would be a state requirement for notification if someone set up a home for the treatment of those on the sex offender registry, as this has happened in Boise. Ms. Tengono

states that it is probably covered by State Law, and there probably would be some kind of notification process. Chairman Vance adds the comment that if there are people that felt like they should have been notified, at what point then would it stop, and agrees the City had no responsibility in notifying neighbors. Mr. Ruth states he would recommend the City look into long term solutions to this as he, personally, would not be happy if a dwelling like this was next to his residence and wants to protect the people that need to be protected. Ms. Grainger states she would be curious if the company providing the facility has requirements for those allowed to live in the dwelling or if there are any regulations on that. Mr. Ruth questions the definition of a family dwelling if those in the dwelling don't have to actually be a family. Becky Collee, a neighbor of the dwelling, discusses the specs of the home and states it only has one kitchen, one address, etc. and therefore, it is a single family home which should limit to 8, not 16, individuals. Ms. Tengono explains how the nature of the accommodation request impacted this. She adds the property does support that amount of people. She also states the City would never notify neighbors when any other protected class of individual moves into a home. The group discusses other issues they see with the accommodation request and the facility. Chairman Vance states she feels the main issue for some people is that they disagree with people in drug and alcohol recovery being classified as a disabled and being considered a protected class. Mr. Ruth states he disagrees and sees the issue is more the amount of people allowed in the dwelling is 16, not 8, which others agree with. Ms. Grainger states most likely, both are probably true. Mr. Ruth states he would like to see what code changes can be made and Ms. Tengono states that this is federally regulated and under state code, so the City is limited. Councilor Wright states he wanted to bring this to DAC because he thinks DAC could, knowing this will probably happen again, approach this in an out of the box way to make these occurrences less confrontational.

D. ACTIVE AGENDA

- a. Approval of August 14, 2025 Meeting Minutes – *action item*
 - i. Ms. Grainger motions to approve the minutes. Ms. Cliffe seconds the motion and the minutes are approved.

E. FUTURE AGENDA ITEMS

- a. The group discusses having someone that works at a sober living facility speak to the group.

F. COMMISSIONER COMMENTS

- a. Chairman Vance states it is Direct Support Professionals appreciation week.

G. STAFF LIAISON COMMENTS

- a. None.

H. ADJOURNMENT

- a. The meeting is adjourned at 1:06pm.



Lewiston Disability Advisory Commission
NOTICE AND MEETING AGENDA
October 9, 2025 - 12:00 PM
Lewiston City Hall – Back Conference Room – 1134 F Street
Lewiston, Idaho 83501

Members Attending: Chairman Constance Vance, Jessica Grainger, Matthew Ruth, Jolene Cliffe, Mark Havens

Members Not Attending: Heather Moore

Non-Members Attending: Jeff Wolfe, Brandon Cunningham, Dawn Ortiz, Nikki Province, Leah Burris

A. CALL TO ORDER

- a. Meeting called to order at 12:01pm.

B. CITIZEN COMMENTS

- a. None.

C. DISCUSSION ITEMS

a. ADA BUILDING STANDARDS

- i. City of Lewiston Building Official Jeff Wolfe discusses the City's process regarding ADA requirements for new construction and improvements to existing structures. He states when they receive complaints they do not have any enforcement abilities so complaints are referred to the Fair Housing Act (FHA) or Department of Housing and Urban Development (HUD). For existing buildings, if occupancy changes, that would trigger ADA upgrade requirements. Mr. Havens clarifies that existing structures have different requirements than new construction, and commercial buildings have different requirements than residential buildings. The group discusses issues like wheelchair ramps and other housing requirements. Mr. Wolfe states when a complaint comes in, he suggests they first reach out to the landlord, then refer them to FHA or HUD. Mr. Havens asks what requirements landlords have when it comes to a new tenant coming in that is disabled or if an existing tenant becomes disabled. Ms. Cliffe states this starts the Reasonable Accommodation process. The group then discusses handrail requirements for residential homes, as well as ramps. There is a high demand for ADA accessible housing. Mr. Havens discusses a recent change to ADA Parking requirements and if there is a way to incentivize more ADA housing. Mr. Havens asks Mr. Wolfe what types of buildings they inspect.

D. ACTIVE AGENDA

- a. APPROVAL OF MINUTES – Approval of September 11, 2025 minutes.
 - i. Chairman Vance states in reference to Professional Support week, it's "Direct" and not "Drug." Mr. Havens motions to approve the minutes with that change. Mr. Ruth seconds the motion and the minutes are approved.

E. FUTURE AGENDA ITEMS

- a. Next month, a sober living house provider will be attending to provide education.

F. COMMISSIONER COMMENTS

- a. Mr. Havens states after last meeting's discussion, he wanted to confirm if a person with an addiction is in recovery, they are considered disabled under the ADA, but only if they are in recovery.

G. STAFF LIAISON COMMENTS

- a. None.

H. ADJOURNMENT

- a. Meeting adjourned at 12:52pm



Lewiston Disability Advisory Commission
Meeting Minutes
December 11, 2025 - 12:00 PM
Lewiston City Hall – Back Conference Room – 1134 F Street
Lewiston, Idaho 83501

Members Attending: Chairman Constance Vance, Mark Havens, Jessica Grainger, Jolene Cliffe

Members Not Attending:

Non-Members Attending: Councilor Matthew Wright, Nikki Province, Leah Burris, Chris Usher, Mike Ulrich, Rebecca Couch

A. CALL TO ORDER

- a. Meeting called to order at 12:08pm.

B. CITIZEN COMMENTS

- a. None.

C. DISCUSSION ITEMS

- a. None.

D. ACTIVE AGENDA

- a. **COORDINATED TRANSPORTATION PLAN UPDATE** – Discussion with Kittelson & Associates, Inc as they begin updating the region’s Coordinated Public Transit-Human Services Transportation Plan – Mike Ulrich, Associate Planner, and Rebecca Couch, MPO Director
 - i. Mr. Ulrich begins by explaining the purpose of a Coordinated Transportation Plan, then reviews the scope and schedule of the Plan. Outreach has been conducted throughout our entire region, which includes areas of southeastern Washington. Mr. Ulrich poses some discussion questions to the group. Ms. Grainger states she works with adults with mental disabilities and something she’s noticed that’s changed is the time taken by staff members to help someone living in a residential assisted living facility to access the community has diminished and it seems to be due to staffing issues. Residents have to rely on family members for things like grocery shopping and leisure activities, so transportation to allow them to get out into the community is important. Mr. Havens echoes that he has seen agencies that handle their own transportation for their clients and then that starts to vanish. Ms. Cliffe states her organization could provide transportation if they could provide the funding for it. She also adds COAST, a large provider of transportation in the region, will be shutting down. Councilor Wright adds that this is just something the group has heard, and this is not an official announcement on behalf of COAST. Mr. Ulrich asks the group why it seems these transportation services are becoming less and less available. Mr. Usher states Lewiston Transit has seen a big increase in rider requests and it seems to be due to an increase in costs for drivers, equipment, etc. Ms. Grainger adds staffing availability is also a problem. Mr. Wright asks what the scope of the plan is. Mr. Ulrich explains the plan allows all transportation providers in the region eligibility

to receive federal funding and guide strategies to increase citizen services. Ms. Couch states the plan is mostly driven by Washington State Department of Transportation, and it's a requirement for state funding, but then also allows those agencies to be eligible for 5310 federal funding. The plan involves continuous public engagement and is updated every four years. Ms. Province states one of the previous topics of discussion by DAC was off hours transportation services. Ms. Cliffe states Deputy Fire Chief Richie Lucas recently did a presentation for Community Action Partnership, and she states it would be great information for this group, and for Mr. Ulrich to be aware of. Mr. Havens also suggests Mr. Ulrich and Ms. Couch reach out to Asotin County Community Services. He adds there is a fund for transportation programs, the "Dan Thompson" fund, and agencies in Washington can apply for it. Mr. Ulrich states he will forward the links for their surveys and their virtual open house.

- b. **LETTER OF SUPPORT FOR GRANT** – City of Lewiston Public Works is seeking letters of support for their application to the 2026 Transportation Alternatives Program (TAP) to help secure additional funding for the Burrell Ave Sidewalk Infill between Thain and 14th Street project
 - i. Chairman Vance states Public Works Director Dustin Johnson asked for a letter of support from DAC for grant funding to assist with a project on Burrell Ave. Chairman Vance motions to approve the letter of support. Ms. Cliffe seconds the motion. All commissioners vote in favor and the motion passes.
- c. **APPROVAL OF MEETING MINUTES** – Approval of the October 9, 2025 meeting minutes.
 - i. Mr. Havens motions to approve the minutes. Ms. Grainger seconds the motion and the motion to approve the minutes passes

E. FUTURE AGENDA ITEMS

- a. **DISCUSSION REGARDING WORK FORCE TRAINING** – Discussion with Dr. Doug Cruthirds on how LCSC Work Force Training addresses issues faced by persons with disabilities.
- b. Ms. Province asks about having corporate personnel from Moonlight Mountain attend a meeting and asks if she should pursue that. Chairman Vance and Ms. Cliffe both agree that would be good for a future meeting.
- c. Mr. Havens states elections should be conducted at the next meeting.

F. COMMISSIONER COMMENTS

- a. Mr. Havens makes the comment that he would like it reflected in the minutes that the November meeting was cancelled.

G. STAFF LIAISON COMMENTS

- a. Ms. Province states she is working on the 2025 ADA Transition Plan Annual Update.
- b. Councilor Wright states it is possible there will be a new City Council Liaison next year.
- c. Ms. Province shares that Heather Moore has resigned from her position from DAC so there are currently two vacancies.

H. ADJOURNMENT

- a. Meeting adjourned at 1:01pm.



**Lewiston Disability Advisory Commission
NOTICE AND MEETING AGENDA
January 8, 2026 - 12:00 PM
Lewiston City Hall – Back Conference Room – 1134 F Street
Lewiston, Idaho 83501**

In attendance: Jessica Grainger, Jolene Cliffe, Mark Havens, Canstance Vance, Matt Ruth, and Nikki Province

A. CALL TO ORDER 12:00 pm

B. CITIZEN COMMENTS None

C. DISCUSSION ITEMS

- a. DISCUSSION REGARDING LCSC WORK FORCE TRAINING** – Discussion with Dr. Doug Cruthirds on how LCSC Work Force Training addresses issues faced by persons with disabilities.

Dr. Doug Cruthirds from Lewis-Clark State College Workforce department discusses their programs. There are six centers in Idaho, and this is region 2, from Potlatch to Riggins. The program was initiated by the state for businesses alternative training. They have apprenticeship, business, health professions, technical and industrial, and personal enrichment programs. The program is an auxiliary from LCSC, receiving funding from their program fees and having schedules that are different than the typical college schedule. They receive some funding from the state and LCSC. Some of their programs include electrical, plumbing HVAC, and millwright apprenticeships. In health care they offer DSP, CNA, EMT, CPR, and soon they will offer advanced EMT. They do business trainings such as “Dealing with Difficult People”, PLC training and many other durable skills. They have over 375 topics in their portfolios. Many classes can be done virtually. All training is designed to be ADA accessible, ensuring full participation for all attendees whenever possible. Certain specialized sessions may have limitations due to the nature of the content.

D. ACTIVE AGENDA

- a. ELECTION OF CHAIR**– Election of the 2026 chair for the commission – Action item
Group nominates Commissioner Vance, all in favor
- b. ELECTION OF VICE CHAIR** – Election of the 2026 vice chair for the commission – Action item
Commissioner Cliffe offered to be Vice Chair, Commissioner Vance seconded, all in favor
- c. APPROVAL OF MEETING MINUTES** – Approval of the December 11, 2025 meeting minutes – Action item

Commissioner Ruth’s name needs to be added to the minutes as in attendance. Five lines down “mental” needs to be changed to “developmental”. Two lines up from B change to counties, not agencies. Change 4th line up to “stakeholder quarterly meeting with judges”

or “Community Stakeholders meeting”. Commissioner Havens moves to approve the minutes with the changes, Commissioner Cliffe seconds, all in favor.

E. FUTURE AGENDA ITEMS

Commissioner Havens presenting on the application for Downwinder Radiation Compensation Act. Commissioner Grainger would like UGM do a presentation.

F. COMMISSIONER COMMENTS – *Comments should not be related to an item currently before the Commission or an item that may come before the Commission in the foreseeable future, and should be limited to comments, not discussion.*

G. STAFF LIASON COMMENTS

H. ADJOURNMENT 12:54 pm

Vision

Our vision is a community where people of all abilities and ages are fully integrated and valued.

Mission

To advise city leaders and residents on the reduction of barriers and the promotion of full accessibility through education and advocacy.

Jolene Cliffe – Term expires 08/28
Mark Havens - Term Expires 07/27
Constance Vance - Term Expires 07/27
VACANT

Matt Ruth- Term Expires 03/26
Jessica Grainger - Term Expires 09/28
VACANT

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 at least seventy-two (72) hours in advance of the meeting at 208-746-3671, ext. 6211 or nprovince@cityoflewiston.org.



**Lewiston City Library Art Committee Meeting
Lewiston City Library - 411 D St
Community Room
February 19, 2026 at 4 PM**

1. **Call to order** - the meeting was called to order at 4 pm by chair, Kelsey Grafton. In attendance were Erin Cassetto, John Patterson, Linda Scott, Kelsey Grafton and Lynn Johnson.
2. **Approval of previous meeting minutes:** John moved and Linda seconded a motion to approve the January 15 meeting minutes. All were in favor.
3. **Unfinished Business**
 - a. Bill Voxman Installation Volunteers - it was agreed to meet at the library to install Bill Voxman's work at 8 am on March 5, 2026.
 - b. Rotational Youth Artist Program - Kelsey brought paintings for installation from the Lewiston High School painting class. The group looked at the newly installed hanging system and where to place the artwork in the Teen Zone.
 - i. Review of Applications - no submissions were received.
4. **New Business**
 - a. Adult Artist Applications for Review - no submissions were received.
 - b. Recruitment of Additional Members - a community member was mentioned as a potential member.
 - c. 125th Commemoration Design Contest
 - I. Volunteers to Review Submissions - it was agreed that the submissions could be reviewed at the April Art Committee meeting. Members shared suggestions on how to call for artists, collect submissions and standards for work.
 - li. Schedule - Lynn shared the dates when the logo design contest would be accepting entries.
 - d. Summer Adult Art Installation - Lynn shared that she would like to display the designs submitted for the 125th Commemoration Design Contest in the Teen Zone during the summer months, as there will not be student work on display.
 - e. Spring ArtWalk - Kelsey shared that a website is in development for ArtWalk which will also serve as an archive of past programs. A Save the Date will be announced soon for a spring ArtWalk date with tentative musical performances, a reception and family friendly Saturday activities.

5. Upcoming Meetings:

- a. March 19, 2026
- b. April 16, 2026

6. Adjournment - Erin moved and John seconded a motion to adjourn the meeting at 4:50 pm.

Lewiston City Library
Board of Trustees
Regular Meeting | Wednesday, March 18, 2026
Community Room

1. Call to Order: The meeting was called to order by Chair Rebecca Snodgrass at 5:36 PM
Trustees Present: Rebecca Snodgrass, Thomas Hill, Josh Brown, Diana Ames
Trustees Absent: Andy Hanson
Councilor Liaison Absent: Jim Kleeburg
Library Staff: Library Director Lynn Johnson, Administrative Assistant Bruno Alvino,
Library Assistant Julie Kammers
2. Recognition of Visitors
 - a. Danielle Kinyon - Lewiston Library Foundation President
3. Public Comment & Correspondence
 - a. Idaho Commission for Libraries - An invitation was received from the Idaho Commission for Libraries to participate in a survey assessing library needs in preparation for the 125th anniversary of the Commission's founding.
4. City of Lewiston Council Report
 - a. None
5. Library Foundation Report
 - a. President Danielle Kinyon reported that the two subcommittees' work is ongoing, and she announced that they will be combined at an upcoming meeting to develop a plan for financial projects.
6. Consent Agenda - Action Item
 - a. Approval of Minutes of Previous Meetings - Board of Trustees from February 18, 2026, and Art Committee Meeting Minutes from January 15, 2026
 - b. Review of Statistical Report for February
 - c. Approval of Statement of Expenses for February
 - i. Josh Brown moved to approve the consent agenda as presented, and Diana Ames seconded. All in favor. Motion carried.
7. Committee Reports
 - a. Art Committee
 - i. L. Johnson reported that there has been member recruitment following a recent resignation from a committee member.
8. Director's Report
 - a. Introduction of Staff Member
 - i. L. Johnson introduced Julie Kammers, Library Assistant for the Lewiston Library.
 - b. Facilities

- i. L. Johnson presented a quote of \$26,325 to complete the lighting project. The quote was obtained by City of Lewiston Facilities from CNC Electric, the vendor that performed the original installation.
 - ii. L. Johnson reported that a bumper guard was installed in the Makery to help prevent chairs from scraping the wall and damaging the drywall. She also noted that a former board member had suggested painting the southside posts due to fading and rust. City Facilities staff member Dave Sinner obtained an oral estimate of \$5,000 for this project, and Director Johnson reported that a formal quote from the company will be presented at the next Trustees meeting.
 - iii. L. Johnson also reported that City Facilities has purchased equipment to weld sections of the roof and address leaks that have occurred since the rooftop addition.
 - 1. Additionally, the library has purchased 20 trays to use with existing spare tiles for replacing any tiles that crack in the future.
 - c. Grants & Donations
 - i. L. Johnson reported that the library received a \$2,000 donation from the Cooper family for the purchase of Christian fiction materials. A thank-you letter was sent.
 - ii. She also reported that Brad Glover was awarded a \$500 STEM grant from the Idaho Commission for Libraries for upcoming purchases for the Outreach Services Vehicle.
- 9. Unfinished Business
 - a. Capital Improvements
 - i. Help Desk Refinishing Project
 - 1. Director Johnson reported that the project is underway, with work currently in progress on two of the four desks.
- 10. New Business
 - a. All Staff Training Day Closure, May 18 - Action Item
 - i. Thomas Hill moved to close the library on May 18 for a training day closure, and Diana Ames seconded the motion. All in favor. Motion carried.
 - b. FY2027 Budget Priorities
 - i. L. Johnson presented the Board with a report on the library trust account usage from 2022 to 2026. She also reported that the reimbursement method for E-Rate fees for our public internet has changed from BEAR to SPI, which will reduce the monthly cost and rather than requiring full payment to the vendor followed by reimbursement to the library, the library will pay the vendor the amount minus federal reimbursement. The vendor will then submit documentation for reimbursement from the federal government E-rate program. She asked Board members to consider priorities for the upcoming fiscal year.
 - c. Proposed State Library Legislation

- i. Discussion followed about the current status of two bills under consideration and their potential impact on the Lewiston City Library if passed.
- 11. Schedule of Upcoming Meetings
 - a. Regular Meeting: April 15, 2026
 - b. Regular Meeting: May 20, 2026
- 12. Adjournment - Action Item
 - a. Josh Brown motioned to adjourn at 6:50 PM

February 10, 2026

THE URBAN RENEWAL AGENCY BOARD OF THE CITY OF LEWISTON, IDAHO, met in a regular meeting Tuesday, February 10, 2026, at Lewiston City Hall. Chairperson Tim Switzer called the meeting to order at 12:00 p.m.

I. CALL TO ORDER

BOARD MEMBERS PRESENT: Tim Switzer, Chairperson; Sheila Bond, Matthew Wright (council alternate); A.L. "Butch" Alford; Joe Anderson; Doug Havens

BOARD MEMBERS EXCUSED: Kasee Forsmann

STAFF MEMBERS PRESENT: Katie Hollingshead, URA Director;

OTHERS PRESENT: Thad O'Sullivan, URA Legal Counsel (via Zoom); Luke Antonich, City Engineer; Shannon Grow, Community Development Director;

II. CITIZEN COMMENTS

None.

III. ACTIVE AGENDA (ACTION ITEM)

A. Vice Chair for 2026 – Action Item

Chair Switzer asked for a nomination for Vice Chairperson. Board member Alford, nominated Joe Anderson for Vice Chairperson. Board member Bond provided the second. Board member Havens asked about the previous policy of not having elected officials serve as Chair and Vice Chair. Director Hollingshead stated that although that had been a practice in previous years, there was nothing in Idaho State Code or the Urban Renewal Bylaws preventing elected officials from holding those positions. Motion carried 6-0.

B. Approval of Minutes, January 13, 2026 – Action Item

Chair Switzer asked the board if there were any questions. Board member Havens objected to being shown as excused on the minutes. He stated that he had been appointed the Monday before the meeting by City Council but had not been notified yet. Director Hollingshead asked what Board member Havens wanted it to say instead. Board member Havens suggested, appointed but not yet notified. Director Hollingshead stated she would make the amendment. Board members Bond and Havens moved and seconded, respectively, to approve with the amendment. Motion carried 6-0.

C. Approval of Invoices – Action Item

1. O' Sullivan Legal PLLC, Legal Services, January 2026, \$195.00

Chair Switzer asked if there were any questions. There were none. Vice Chair Anderson and Board member Alford moved and seconded, respectively, to approve. Motion carried 6-0.

2. City of Lewiston reimbursement request for East Orchards Sewer Phase 3 Construction Project for \$192,586.34 for M.L. Albright.

Chair Switzer asked the board if there were any questions on the reimbursement request. Vice Chair Anderson asked what the updated contact amount was. Director Hollingshead stated that with the amendment approved in December on the M.L. Albright contract, this payment would leave \$699,397.85 remaining on that contract to be reimbursed.

Board members Alford and Anderson moved and seconded, respectively, to approve. Motion carried 5-1, with Board member Havens voting against.

D. Review of Financial Summary – Information Item

1. January 2026

Director Hollingshead passed out paper copies of the January Financial summary (attached to these minutes) as they had been distributed that morning from the finance department. Director Hollingshead stated that the tax payment from the county had been received at the very end of January and was not deposited until February 2nd and would be reflected on the February financial summary.

E. TR036Bryden Avenue Reconstruction Stage 1: Key No. 20024 Funding Request – Action Item

Director Hollingshead introduced City Engineer, Luke Antonich, and reviewed that a memo stating the nature of the request had been included in the packet along with excerpts from the Bryden Avenue Revenue Allocation #6 plan outlining the approved projects, a copy of the reimbursement agreement with Lewiston Orchards Irrigation District, and the increment estimates based on current increments received for the life of the district.

Mr. Antonich reviewed his memo with the board. Mr. Antonich stated that the \$200,000 being requested will help pay for required environmental study updates, final right of way plans and legal descriptions in preparation for right of way acquisition in 2030.

Councilor Wright asked about maintenance on Bryden prior to the full reconstruction. Mr. Antonich stated that the current plan is the most minimal maintenance will be done prior to the full road rebuild.

Board member Havens asked how much of the \$200,000 would be spent prior to 2030. Mr. Antonich stated all of it. Board member Havens asked if they were acquiring right of way. Mr. Antonich stated no, the \$200,000 would pay for the environmental study update, the right of way plans and the legal descriptions to prepare for right of way acquisition in 2030. Board member Havens asked if the URA would be responsible for purchasing right of way. Mr. Antonich stated no, right of way acquisition is a federalized process and the city would follow that federalized process. Board member Havens asked about if a list had been made prioritizing the projects in the Bryden Avenue RAA. Director Hollingshead stated that the plan for Bryden only called out fixing the road, installing new water mains and installing new sewer mains. There is not a detailed list of individual items within those three in the plan. Board member Havens stated that he thought that Elam & Burke had stated that a prioritized list should be made. Director Hollingshead stated that was a blanket statement and that it had not been made specifically about Bryden Avenue, but as a general guideline for all projects, within all

plans, for all Urban Renewal Agency's within the state of Idaho. Board member Havens stated that he just wanted that to be on the record.

Vice Chair Anderson and Board member Alford moved and seconded, respectively, to approve the \$200,000 request from the City of Lewiston for the Bryden Avenue reconstruction stage 1 project. Motion carried, 5-1, with Board member Havens voting against.

F. Review of the draft 2025 Annual Report – Action Item

Director Hollingshead stated that along with the draft annual report included in the packet, she had also included the various supporting documents used to generate the information in the annual report so that the board could see where the information comes from. Director Hollingshead then went through the report page by page reviewing the information and where the information comes from.

Director Hollingshead asked if there were any changes the board would like made. There were none. Board member Bond and Vice Chair Anderson moved and seconded, respectively, to direct staff to schedule the public hearing for the annual report and move forward with the draft report as written. Board member Havens asked if they were approving the draft report. Director Hollingshead stated no, the motion is for staff to move forward with scheduling the public hearing and that the board does not want any changes made to the draft report prior to the public hearing. Director Hollingshead asked if Board member Havens had any changes he wanted made to the draft report. Board member Havens stated no he didn't want to make any changes to the draft report at this time. Motion carried 6-0.

IV. UNFINISHED AND NEW BUSINESS

A. Board Member Comments

Board member Havens stated that he wanted to make it known to Councilor Wright that when he votes no, he votes no for the county and it's the county's position. Board member Havens stated that Elam and Burke is the URA's lobbyist and so it is not correct to say that we do not pay them to represent us. Director Hollingshead clarified that Elam and Burke is not the lobbyist for the URA, the URA is a member of the RAI (Redevelopment Association of Idaho) which employs a lobbyist, Benn Brocksome and Associates. The URA pays a membership fee and a lobbying fee to RAI.

Board member Havens asked if Director Hollingshead could provide when the lobbyist was changed to Benn Brocksome. Director Hollingshead stated she would bring that back to the next meeting. Board member Havens stated that sometime last year he had requested that North Central Health District attend a meeting and present information on nitrates in the water and they did not show up, but Nez Perce County Soil and Water did show up. At a different meeting, DEQ and the Health Department were there and they do testing regularly and said that they would come to a meeting of the URA. Board member Havens stated that he wanted the Health Department and DEQ to be invited to a meeting, and he wanted the county to be copied on the invite, to speak about nitrates in the water. Board member Bond asked if that needed to be an action item for the board to vote on. Legal Counsel O'Sullivan stated yes, that if the board is going to direct staff work that it needs to be done by the board and not by an individual board member. Director Hollingshead stated that she could add that as an action item for the board to consider at the next meeting.

Board member Anderson let the board know that a new Port Commissioner was named at the February 4, 2026 Port meeting, Diane Metz.

B. Staff Comments

Director Hollingshead stated that the next regular meeting is March 10 and the public hearing for the annual report would be held at that meeting and asked if anyone was unable to attend. Chair Switzer will be out of town. All other board members are able to attend.

Director Hollingshead stated that an application had been received for the open at large seat and the city clerk would be scheduling an interview and will be reaching out to the board to sit on the interview panel.

V. ADJOURN (ACTION ITEM)

There being no further business, Board members Havens and Anderson moved and seconded, respectively, to adjourn. The motion carried 6-0 and the Urban Renewal Agency Board adjourned at approximately 12:44 p.m.

RESPECTFULLY SUBMITTED,


KATIE HOLLINGSHEAD,
RECORDING SECRETARY

ATTEST:


URBAN RENEWAL AGENCY CHAIR *vice chair*

Approved this 10 day of March, 2026

March 25, 2026

The LEWISTON PLANNING AND ZONING COMMISSION met in the Community Development Department Second Floor Conference Room at 215 "D" Street. Chair Iacoboni called the meeting to order at 5:30 p.m.

I. CALL TO ORDER

COMMISSIONERS PRESENT: Gabriel Iacoboni, Chair; Emily Wolf, Vice Chair; Shaunita Cable; Zach Battles; Maureen Anderson; Cynthia Ball, arriving at 5:45 pm.

COMMISSIONERS EXCUSED:

COMMISSIONERS UN-EXCUSED: Kyle Harris

STAFF MEMBERS PRESENT: Katie Hollingshead, Assistant Planner; Dawn Ortiz, Community Development Office Supervisor; Jennifer Tengono, City Attorney; Pat Severance, Development Supervisor; Julian Sorrell, Fire Marshal

II. CITIZENS COMMENTS

None

III. ACTIVE AGENDA

A. APPROVAL OF FEBRUARY 11, 2026 MEETING MINUTES (ACTION ITEM)

Chair Iacoboni and Commissioner Anderson moved and seconded, respectively, approval of the February 11, 2026 meeting minutes with corrections. The motion carried 5-0.

B. PUBLIC HEARING AND SUBSEQUENT DELIBERATION AND DIRECTION TO STAFF REGARDING THE REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS FOR CONDITIONAL USE PERMIT APPLICATION CUP-26-2 BY BRANDON CLEVELAND (ACTION ITEM):

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

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

Chair Iacoboni confirmed that there will not be any access from Nez Perce Grade.

Staff Hollingshead stated that there would not be access from Nez Perce Grade.

Commissioner Anderson asked where the nearest fire hydrant is.

Julian Sorrell, Fire Marshal, pulled up the GIS mapping system and showed the Commission that the closest fire hydrant is a couple of parcels over. He stated there is sufficient access for a fire access road and more than the required fire flows needed for this type of project. Since the project will have fire sprinklers, a minimum response will be needed if there is a fire. Staff Sorrell provided standard comments on the requirement for a fire access road.

Commissioner Anderson asked what materials would be used for the driveway and parking, and whether it would affect stormwater.

Pat Severance, Development Supervisor, stated it will most likely be compacted gravel. The design guidelines will prevent water runoff by underground swells and drains. This would be a requirement that would be approved during the building permit process.

Commissioner Anderson asked if there is any requirement for street frontage along 6th St.

Staff Hollingshead stated that there is no requirement besides the 20-foot flag pole that would require improvement.

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

Applicant Cleveland, Lewiston Idaho, stated that he is available for any questions that the commission might have.

Commissioner Ball asked if there would be a need for the foundation stability of the site.

Applicant Cleveland stated that there is about 18 inches of topsoil, and the foundations will be done per code; no blasting or drilling will be needed.

Chair Iacoboni asked if there had been any traffic impact consideration.

Applicant Cleveland stated there has not been anything done at this time. The main goal is to just get 5 apartments on the property.

Commissioner Anderson asks what they plan on charging per unit.

Applicant Cleveland stated \$2,500 to \$2,800 per unit.

Commissioner Ball asked if there would be a fire access road.

Applicant stated yes, there would be a hammerhead fire access road. Concrete and paved area will be closer to the apartments. The drive would be gravel and tested for compaction.

Commissioner Battles asked if there would be a sidewalk between the building and the parking stalls.

Applicant stated yes, there would be for ADA. The patio pads on the backyard of the units will be small, 8'x8'.

Commissioner Battles asked if the parcel had been reviewed for any private easements.

Applicant Cleveland stated only for the current utility easement that has the city sewer main.

There being no further questions for the applicant, Chair Iacoboni asked for public testimony.

Kevin Best, Lewiston, Idaho, stated that the fire access road would border his property, and people who own their homes take better care of it and their property. He has concerns that this project will degrade his property value. The noise is a concern, and how would someone in a wheelchair get to the end of the drive if it's gravel.

Dale Andrews at 3119 6th St stated that the pictures provided are deceiving, and he has lived there for 42 years. He is going to lose his partial view. Also, there are 10 new lots by Beacon School and even more over by Sportsman Warehouse. This project is going to increase heavy traffic, and there is no second access out; 6th Street is a dead-end street. The neighborhood should stay a single-family dwelling neighborhood.

Tim Graves at 3116 6th Street stated that 6th Street does not have any sidewalks, street lighting, shoulder or street lines. There is concern when adding 10 additional cars to a street where there are kids playing. There will be additional delivery trucks and garbage/sanitation trucks that will cause additional noise. The dumpsters are going to cause a smell. If these units are rented, then there is going to be additional traffic when the units have renter turnover. Approving this will cause the whole nature of the neighborhood to change.

Robert Hubbard, Lewiston, Idaho, stated that a 6 plex is not going to work, the fire department is not going to be able to get in. He does not want this 6 plex there, and he does not want his property value to go down.

Jennifer Vantassel, Lewiston, Idaho, asked if there will be fencing along Nez Perce Grade, and that 6th Street is very narrow.

Penny Jackson, 3116 6th Street, stated that stormwater washed out her driveway, the flog pole to the property in question, and her pond. The fire department is not going to want to come down the drive, and the noise is going to be loud. There will be heavy trucks coming down the easement, and the lot is .492 acres, not .51 acres. This project is to make money and ruin the valuation of the surrounding properties. She stated that a duplex would be more feasible for this property. She has tried to drive her RV down the easement and had a hard time turning it around, so how would a fire truck make it down it. If there were a fire, it could take out the neighbor's property even if the project has fire sprinklers. She does not want her easement destroyed and having to repair it due to the increased traffic. The neighborhood should stay low-density, and she asks the commission to deny this project.

Tim Row, 3115 6th Street, opposes this project. His concerns are the additional traffic that would have its headlights directed at their home. He has a concern about the renters blocking the fire sprinklers with their personal items. The information he received from the County website is that the property is .492, not .51 acres. There just isn't enough space for a 5 plex, and the construction traffic is going to be a nuisance. Sixth Street is just too small a street, and the area is low density, and there is not enough room for the additional traffic, garbage pickup, and ask that this request be denied.

Dale Andrews, 3119 6th Street, stated that the canyon is a tinder box in the summertime, and if there is a fire, it is going to catch fast. It has caught fire once before.

Dawn Ortiz, Community Development Supervisor, confirmed with the Commission that they received the 7 public comment emails submitted before the meeting.

Jennifer Tengono, City Attorney, stated that there have been multiple public comments related to this property being rezoned. This is not an application for a rezone; this is an application for a conditional use permit. In Lewiston City Code Section 37-6, it states, conditional uses are permitted in an R2A zone, and the following uses and their accessory uses are permitted when authorized in

accordance with the standards and requirements of Article 4 and 9 and number 8 of that is a multi-family dwelling that meets the standards of Section 37-124.1 of this code, which in and of itself states, where multifamily dwellings are allowed as a use permitted outright or as a conditional use, the following standards shall apply. Parking must be paved and meet all requirements of Article 7 of Off-Street Parking and Loading, and where more than one detached single-family dwelling exists on one lot, the minimum required lot area shall be the minimum required by the zoning district multiplied by the number of detached single-family dwellings. You've received multiple comments related to different building standards and other things that are outside the scope of what's considered the requirements about whether or not, the Commission can approve or disapprove of a conditional use permit, and for the sake of the record, I want to make sure that we're reading that out loud, because as the Commission has additional opportunities to ask questions of the public, the staff, and the applicant, these questions should be more, focused on the actual standards that you are to base your decision on tonight, and not ancillary or unrelated conditions that while they may be used to inform the Commission in making their decision on whether or not that information supports one of your decisions, they, are otherwise not a part of the considerations for the Commission. Again, this is related to an application for a conditional use permit in the R2A, and as long as the information provided to the Commission supports a decision, the use is permitted as a conditional use. This isn't necessarily a by-right use, where no input from the neighbors, the applicant, or staff is required, but this is one of those land uses that, because it's already permitted, with a conditional use permit. The things that the Commission is asked to consider as relevant criteria appropriate in standards is whether or not the proposed use of the property will result in conditions that will tend to generate nuisances, including but not limited to noise, dust, glare, vibrations, odors, and then the like, or if so, that any anticipated nuisances will be appropriately mitigated. The proposed use is or is not a public necessity, and is or is not justified by the applicant and deemed to be of benefit to the public. The character of the proposed use, if developed according to the plan as submitted, will or will not be in harmony with the area to which it is located. The proposed use will or will not endanger the environment or the public health or safety, and the proposed use will or will not be in substantial conformance with the comprehensive plan. So, the information that you're receiving tonight related to, comments about rezoning this property, this is not a request to rezone the property, so I would take that for what it's worth. But other conditions related to testimony provided tonight, if it helps you inform any of that criteria, I would ask that you take this opportunity to ask clarifying questions, or gather the information that's needed to support one of those five determinations, because you will be asked to explain in detail, what information was presented tonight. It sounds like there's been some questions about the size of the property, and whether or not the size provided justifies that

5 limit, or that 5 units. Information such as that is definitely relevant to this, but, you know, questions about, the width of 6th Street, that's not relevant to whether or not this applicant's land use, in and of itself, at this stage of the process should or should not be granted, unless you're able to point to something specific about whether or not it'll create a nuisance, is a public necessity, is in harmony with the area, endangers the environment or public health or safety, or will not be in substantial or conformance with the comprehensive plan. If this property were developed as for any of the other permitted uses, you know, there's a very high likelihood that this commission would also get similar objections about the type of density or the type of permitted uses. And because of the fact that there's concerns about this being more than one unit, I would note that a use permitted outright for this property includes a manufactured home park, a mortuary, a school, a preschool, and a tiny housing village. There are additional development considerations related to the density, and some other things, as far as some special conditions, but those are permitted uses by right. A two-family dwelling is also permitted by right, and there's development considerations that are a later part of the land use and development process. Right now, you're just being asked about the land use. Can this property owner use this property as a 5-plex? And then to base your decision on the criteria and city code related to whether or not the applicant has met the conditions of the conditional use permit.

There being no further public testimony, Chair Iacoboni asked for the applicant's rebuttal.

Applicant Cleveland stated that he does not have anything to add.

Commissioner Ball asked how they would mitigate any stormwater runoff.

Applicant Cleveland stated there would be a retaining wall and storm drain to direct the stormwater, and there will be a containment area on the west side.

Commissioner Anderson confirmed the square footage of livable space.

Applicant Cleveland stated yes, the three middle units would be larger than the ADU units.

Commissioner Anderson asked where he came up with the valuation for rent.

Applicant stated that the appliances, cabinets, and countertops will be higher-end, so they would have higher-quality units and thus charge higher rent.

Commissioner Ball asked if there would be overflow parking.

Applicant stated that they added an additional parking spot per unit.

Jeniffer Tengono, City Attorney, stated whether or not this use and traffic generated is a later stage. Is the particular use going to create a public nuisance that affects the city as a whole, such as dust, odor, or smell. Some of the questions regarding the value of the units should not be used to base the outcome or consideration.

Commissioner Cable asked if the acreage was .492 or .51.

Staff Hollingshead said she did double-check the measurement based on the record of the survey and warranty deed and did confirm this with the city surveyor.

Chair Iacoboni asked how long the construction would take to finish.

Applicant stated 8 months start to finish from the time the permit is issued until the landscaping is done. It will not be heavy traffic throughout the whole construction process.

Chair Iacoboni allowed further comment from the public.

Penny Jackson, Lewiston, Idaho, stated that she was provided with the documented record of the lot, and it is only .42, not .51. When an access road is changed to a high-density use, it needs to be constructed as such. Wants to use what the county has used

Jennifer Vantassell, Lewiston, Idaho asked how many storage units and what size, and whether there is parking for these storage units.

Chair Iacoboni stated there will be 5 storage units, which are 200 sf, and they are attached to each unit.

Staff Hollingshead stated yes, the information Ms. Jackson mentioned was provided to all commissioners, and one of those items was the warranty deed. These measurements on the warranty deed were verified by the City Surveyor and they do add up to the .51.

Commissioner Battles asked if there are any indications that higher density would be in favor of sidewalks and transit access.

Staff Hollingshead stated yes, on page 8 of the staff report, it states that 2 city blocks south and west of the property is a bus stop.

Staff Tengono stated that parcel owners are usually not taxed on the easement of the parcel, and this could be part of the difference. She also stated she doesn't recommend relying on the information provided by the realtor, as there is no legal action against male practice, whereas a City Surveyor's information would have legal action against male practice.

Chair Iacoboni asked what .49 would allow.

Staff Hollingshead stated the lot is big enough to construct a duplex, and it could possibly be subdivided, but doesn't remember if the subdivision would allow for two duplexes or if it would be a duplex and single unit, but if it is less than, it would be a 4 plex.

Commissioners and Staff discussed the two different warranty deeds, what is taxed, whether easements are considered in the lot size, and which warranty deed the City surveyor reviewed.

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

Applicant Cleveland stated he did not have any further comments.

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

After deliberation and discussion, Commissioners Battles and Anderson moved and seconded, respectively, to direct staff to draft the Reasoned Statement denying CUP-26-2. The motion carried 4-2.

IV. STAFF-COMMISSION COMMUNICATIONS:

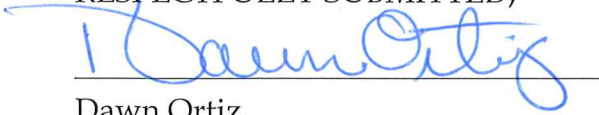
A. Query of Commissioners for the April 08, 2026 meeting.

All commissioners in attendance should be in attendance for the April 08, 2026 meeting. Staff Hollingshead stated there will be a public hearing at the next meeting.

V. ADJOURN

There being no further business, Commissioners Ball and Anderson moved and seconded, respectively, to adjourn. The motion carried 6-0, and the Planning and Zoning Commission adjourned at approximately 8:24 p.m.

RESPECTFULLY SUBMITTED,



Dawn Ortiz,
Recording Secretary



Chairperson or Acting Chairperson
Planning and Zoning Commission

Approved this 8th day of April, 2026.



Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
A & R CONSTRUCTION INC	122667	4/16/2026	WATER	PW-WTP-REBUILD INTAKE MOTOR #4 - PULL AND REPLACE	\$2,185.00
ADVANCED AUTO GLASS	122668	4/16/2026	INSTRUST	REPAIRS TO #157	\$290.00
AG-PRO	122669	4/16/2026	FLTMAINT	BPO- FLEET- REPAIR PARTS	\$70.95
AIRBRIDGE BROADBAND LLC	122670	4/16/2026	INFOSYSTMS	BPO - ISS - INTERNET SERVICE	\$285.00
			WATER	AIRBRIDGE WIRELESS INTERNET - PW	\$80.00
			WSTWTR	AIRBRIDGE WIRELESS INTERNET - PW	\$160.00
ALLWEST TESTING & ENGINEERING	401263	4/16/2026	TRNSPN	TR021-ST5-7TH AVE N COMPACTION TESTING	\$585.00
ALWAYS TOWING LLC	401264	4/16/2026	POLICE	BPO PD TOW SERVICE FOR TOWS TO 16TH AVE STORAGE/EV	\$32.00
AMANDA TALBOTT	122642	4/9/2026	POLICE	MEALS A. TALBOTT ILETS CONFERENCE BOISE	\$209.00
AMAZON CAPITAL SERVICES	122672	4/16/2026	ECONDEV	CD-CDBG-RADON TESTING KITS FOR HRP	\$98.97
			EXECUTIVE	CAMERA EQUIPMENT FOR PUBLIC OUTREACH COORDINATOR	\$87.97
				EXEC BPO: OFFICE SUPPLIES FOR CLERK'S OFFICE	\$44.99
			FIRE	FIRE - AMAZON - IPAD ACCESSORIES	\$103.10
				FIRE - AMAZON - PHONE CASE	\$29.98
				FIRE - AMAZON - THERMOMETER	\$54.88
			FLTMAINT	BPO- FLEET- REPAIR PARTS & OFFICE SUPPLIES	\$23.48
			HR	EMPLOYEE ID BADGE SUPPLIES FOR SEASONAL POOL STAFF	\$29.77
			INFOSYSTMS	ELECTRICAL BOX AND POWER CORDS	\$116.84
				SYSTEMS ADMIN OFFICE SUPPLIES	\$190.24
			LIBRARY	BPO - LIB - OFFICE SUPPLIES	\$55.09
				LIB - DVD/VHS PLAYER FOR PRESERVATION STATION	\$229.00
				LIB - STEM GRANT PURCHASES - BOOKMOBILE	\$190.32
			PARKSFAC	REC ADMIN - AMAZON - CASE FOR IPAD	\$47.48
			POLICE	PD-WIRELESS CHARGER FOR Z. THOMAS	\$39.98
			STMWTR	PW-STORM-IPAD CASE AND SCREEN PROTECTOR; S WILLIA	\$49.54
			TRANSITOP	BPO- TRANSIT OPERATING AND SAFETY SUPPLIES	\$53.71
			TRNSPN	PW - ST - 5 GAL. DAWN DISH SOAP (2 QTY)	\$129.18
				PW-ENG-HARD HAT; K DUGGER	\$45.99
				PW-ST5-SAFETY BOOTS; J THOMPSON	\$200.00
			WATER	PW-WD-FLASHLIGHTS	\$23.47
			WSTWTR	PW-WWC-PANT J THIRIOT (2 PAIRS)	\$61.58
				PW-WWC-STREAM & RECORD/CABLES FOR TV TRUCK	\$131.42
AMAZON CAPITAL SERVICES INC	122671	4/16/2026	TRNSPN	PW-ENG-CONTRACTOR GUIDES PVC MANUALS; INDUSTRIAL	\$39.84
AMERICAN LEAK DETECTION OF THE INLAND NW	401265	4/16/2026	WATER	PW-WD-ANNUAL LEAK DETECTION; 4/6-9/26	\$6,750.00
ANATEK LABS INC	401266	4/16/2026	WATER	PW-WTP-BPO SAMPLING ANALYSIS FOR COMPLIANCE	\$840.00
			WSTWTR	BPO-PW-IPT-BPO SAMPLING ANALYSIS FOR COMPLIANCE	\$607.00
				BPO-PW-WWTP-LAB SAMPLE ANALYSIS	\$17,070.00
ARROW CONSTRUCTION SUPPLY LLC	401267	4/16/2026	TRNSPN	PW - ST - UTILITY LOCATE MARKING PAINT	\$1,661.60
ASOTIN COUNTY LANDFILL	401268	4/16/2026	SANITATION	BPO - SAN - FY26 MONTHLY SOLID WASTE DISPOSAL	\$130,455.85
			WSTWTR	BPO-PW-WWTP-FY26 MONTHLY DISPOSAL	\$363.95
AVISTA	122673	4/16/2026	CEMETERY	4/11/26 BILL DATE UTILITY CHARGES	\$337.67
			COMDEV	4/11/26 BILL DATE UTILITY CHARGES	\$922.52
			LIBRARY	4/11/26 BILL DATE UTILITY CHARGES	\$2,015.27
			PARKSFAC	4/11/26 BILL DATE UTILITY CHARGES	\$13,682.12
			POLICE	4/11/26 BILL DATE UTILITY CHARGES	\$20.69



Voucher's Payable

			RECREATION	4/11/26 BILL DATE UTILITY CHARGES	\$1,488.98
			SANITATION	4/11/26 BILL DATE UTILITY CHARGES	\$396.01
			TRANSITOP	4/11/26 BILL DATE UTILITY CHARGES	\$217.84
			TRNSPN	4/11/26 BILL DATE UTILITY CHARGES	\$45,748.36
			WATER	4/11/26 BILL DATE UTILITY CHARGES	\$35,019.72
			WSTWTR	4/11/26 BILL DATE UTILITY CHARGES	\$30,702.92
AXON ENTERPRISE INC	401269	4/16/2026	POLICE	PD RENEWAL OF ANNUAL OFFICER SAFETY PLAN YEAR 5 OF	\$104,090.40
				PD-3 ALPR LICENSE CAMERAS	\$12,443.60
				PD-REG-MARKETT/KNIGGE-TASER INSTRUCTOR; 5/4-5/5;	\$895.00
BI-STATE SIDING & WINDOW INC	122674	4/16/2026	PARKSFAC	PKS - BI-STATE SIDING - FASCIA REST, DUGOUTS	\$536.00
BLUE RIBBON LINEN SUPPLY INC	122675	4/16/2026	FIRE	BPO FIRE - BLUE RIBBON - LAUNDRY SERVICE	\$1,156.06
			POLICE	BPO PD RUG CLEANING FEES FOR FRONT LOBBY	\$25.00
			WATER	PW-WTP/DISTR BPO LAUNDRY & JANITORIAL SUPPLIES	\$204.69
BOB'S TROPICAL FISH & PET SHOP INC DBA BOB'S PET & POND	122676	4/16/2026	LIBRARY	BPO - LIB - FISH TANK CLEANING	\$239.97
BRIAN E WARD DBA GUMBY ENTERPRISES INC	122744	4/16/2026	FLTMAINT	BPO- FLEET- TOOLS & SUPPLIES	\$33.00
BRYON DENNY DBA HELL'S CANYON UPFITTING AND SALES	401280	4/16/2026	POLICE	PD-WHELEN SLIMLIGHTER, SLIMLIGHTER BRACKET, WHELEN	\$2,147.45
CAMP CABIN & HOME INC	122677	4/16/2026	WSTWTR	PW-WWTP- BPO PROPANE	\$21.64
CED - CONSOLIDATED ELECTRICAL DISTRIBUTORS	401270	4/16/2026	TRNSPN	BPO - TR - OPERATING SUPPLIES	\$341.34
			WATER	PW-WTP-BPO ELEC ITEMS, LIGHT FIXTURES/BULBS/TOOLS	\$84.06
			WSTWTR	PW-WWTP-BPO ELEC ITEMS, LIGHT FIXTURES/BULBS/TOOL	\$253.15
CENTURYLINK	122678	4/16/2026	COMDEV	04/11/26 BILL DATE UTILITY CHARGES	\$93.75
			FIRE	04/11/26 BILL DATE UTILITY CHARGES	\$726.80
			INFOSYSTMS	04/11/26 BILL DATE UTILITY CHARGES	\$564.01
			LIBRARY	04/11/26 BILL DATE UTILITY CHARGES	\$60.46
			PARKSFAC	04/11/26 BILL DATE UTILITY CHARGES	\$44.41
			POLICE	04/11/26 BILL DATE UTILITY CHARGES	\$1,036.60
			TRANSITOP	04/11/26 BILL DATE UTILITY CHARGES	\$181.52
			WATER	04/11/26 BILL DATE UTILITY CHARGES	\$226.02
			WSTWTR	04/11/26 BILL DATE UTILITY CHARGES	\$289.99
CHS INC	122679	4/16/2026	WSTWTR	BPO-PW-WWTP- HERBICIDE FOR LANDSCAPING	\$182.26
CINTAS CORPORATION #606	122680	4/16/2026	FLTMAINT	BPO- FLEET- UNIFORM RENT & LAUNDRY	\$181.28
			PARKSFAC	BPO - PKS - CINTAS - UNIFORMS AND CLEANING SUPP.	\$32.79
CITY OF LEWISTON	4249	4/16/2026	CEMETERY	MARCH 2026 WATER/SEWER/GARBAGE	\$39.00
			COMDEV	MARCH 2026 WATER/SEWER/GARBAGE	\$172.04
			LIBRARY	MARCH 2026 WATER/SEWER/GARBAGE	\$474.61
			PARKSFAC	MARCH 2026 WATER/SEWER/GARBAGE	\$13,565.79
			POLICE	MARCH 2026 WATER/SEWER/GARBAGE	\$47.05
			SANITATION	MARCH 2026 WATER/SEWER/GARBAGE	\$1,727.58
			STMWTR	MARCH 2026 WATER/SEWER/GARBAGE	\$26.64
			TRANSITOP	MARCH 2026 WATER/SEWER/GARBAGE	\$53.95
			TRNSPN	MARCH 2026 WATER/SEWER/GARBAGE	\$29,233.53



Voucher's Payable

			WATER	MARCH 2026 WATER/SEWER/GARBAGE	\$1,080.00
			WSTWTR	MARCH 2026 WATER/SEWER/GARBAGE	\$2,608.89
CITY OF LEWISTON EMPLOYEE BENEFIT PLAN TRUST	122649	4/16/2026	ADMSVC	Payroll Run 1 - Warrant 041626	\$427,429.00
CITY OF LEWISTON EMPLOYEE BENEFIT-CAFETERIA PLAN	122650	4/16/2026	ADMSVC	Payroll Run 1 - Warrant 041626	\$9,299.94
CLEARWATER CLEANING SERVICES CORP	401272	4/16/2026	PARKSFAC	BPO-FAC - CLEARWATER CLEANING SERVICE	\$4,245.00
CLEARWATER ECONOMIC DEVELOPMENT ASSOC	122681	4/16/2026	LEGISLATIV	CEDA 2026 ANNUAL MEETING REGISTRATION: KLEEBURG	\$27.45
COLEMAN OIL COMPANY LLC DBA COLEMAN OIL COMPANY	122682	4/16/2026	CEMETERY	CP-0381285 BILL DATE 4/12/26	\$150.85
			COMDEV	CP-0381285 BILL DATE 4/12/26	\$355.78
			FIRE	CP-0377175 BILL DATE 03/31/26	\$539.95
				CP-0381285 BILL DATE 4/12/26	\$2,838.50
			FLTMAINT	CP-0377175 BILL DATE 03/31/26	\$21.74
				CP-0381285 BILL DATE 4/12/26	\$24.80
			INFOSYSTMS	CP-0377175 BILL DATE 03/31/26	\$91.55
			LEGISLATIV	CP-0377175 BILL DATE 03/31/26	\$13.67
				CP-0381285 BILL DATE 4/12/26	\$22.56
			PARKSFAC	CP-0377175 BILL DATE 03/31/26	\$389.31
				CP-0381285 BILL DATE 4/12/26	\$1,808.31
			POLICE	CP-0377175 BILL DATE 03/31/26	\$685.32
				CP-0381285 BILL DATE 4/12/26	\$3,714.47
			SANITATION	BPO - SAN - FY26 FUEL FOR SDI HAUL	\$2,596.72
				BPO - TS - FUEL	\$573.99
			STMWTR	CP-0381285 BILL DATE 4/12/26	\$338.69
			TRANSITOP	CP-0377175 BILL DATE 03/31/26	\$666.47
				CP-0381285 BILL DATE 4/12/26	\$3,531.02
			TRNSPN	CP-0377175 BILL DATE 03/31/26	\$742.41
				CP-0381285 BILL DATE 4/12/26	\$3,445.66
			WATER	CP-0377175 BILL DATE 03/31/26	\$226.82
				CP-0381285 BILL DATE 4/12/26	\$646.91
			WSTWTR	CP-0377175 BILL DATE 03/31/26	\$75.04
				CP-0381285 BILL DATE 4/12/26	\$1,172.11
COLLIER ELECTRIC LLC	122683	4/16/2026	WSTWTR	BPO-PW-WWTP-ONCALL ELEC SRVS	\$970.35
CONFLUENCE PRESS INC	122684	4/16/2026	LIBRARY	LIB - EVERYBODY READS 2026 FEE	\$700.00
CONTINENTAL AMERICAN INSURANCE COMPANY DBA AFLAC GROUP	122648	4/16/2026	ADMSVC	Payroll Run 1 - Warrant 041626	\$1,079.79
COURTNEY LOOSMORE	122655	4/16/2026	RECREATION	C. LOOSEMORE DRILL TEAM INSTRUCTOR PAYMENT	\$264.00
DAVID EVANS AND ASSOCIATES INC	401274	4/16/2026	TRNSPN	TR036 BRYDEN AVE RECONSTRUCTION - SUPPLEMENTAL #2	\$1,558.92
DAVIS COMMUNICATIONS LLC	401275	4/16/2026	WSTWTR	WW051 SLA - RADIO UPGRADES; QUOTE ATTACHED	\$28,605.52
DELL MARKETING LP	122685	4/16/2026	INFOSYSTMS	RUGGED LAPTOP - TRAFFIC	\$2,493.31
DEMCO INC	122686	4/16/2026	LIBRARY	LIB - CLOCK FOR CHILDREN'S LIBRARY	\$40.64
DIGLINE INC	122687	4/16/2026	WATER	PW-W/WW BPO LOCATE SERVICES	\$266.17
			WSTWTR	PW-W/WW BPO LOCATE SERVICES	\$266.18
DRUG TESTING ANALYTICS LLC DBA MINERT & ASSOCIATES	401289	4/16/2026	HR	BPO - DRUG TESTING SERVICES FOR NEW HIRES AND RAND	\$1,298.00
EBS CO INFORMATION SERVICES	122688	4/16/2026	LIBRARY	LIB - ANNUAL RENEWAL	\$21.86
EFTPS	4227	4/16/2026	ADMSVC	Payroll Run 1 - Warrant 041626	\$178,241.04
EMD MILLIPORE CORPORATION	122689	4/16/2026	WSTWTR	WW051-WWTP-MILLIPORE DI WATER SYSTEM	\$15,097.94
EMPOWER TRUST COMPANY LLC	4229	4/16/2026	ADMSVC	Payroll Run 1 - Warrant 041626	\$44,504.16
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC	122691	4/16/2026	INFOSYSTMS	ESRI ARCGIS	\$42,200.00
ERB'S ACE HARDWARE LLC	122690	4/16/2026	TRNSPN	BPO - ST/TR - OPERATING SUPPLIES	\$84.99
			WATER	BPO-PW-WTP OPERATING SUPPLIES: TOOLS & HARDWARE	\$94.25



Voucher's Payable

			WSTWTR	BPO-PW-WWCOLL SUPPLIES AND EQUIPMENT: PAINT, TA	\$5.09
FASTENAL COMPANY	122692	4/16/2026	PARKSFAC	BPO - PKS - FASTENAL - VENDING SUPPLIES @ SS	\$167.90
FATBEAM LLC	401277	4/16/2026	LIBRARY	BPO - LIB - PUBLIC INTERNET FEES	\$885.00
FERGUSON ENTERPRISES #3011	122693	4/16/2026	WATER	PW-WD-BPO WATERWORKS/PLUMBING FITTINGS/ACCESSORIE WR079 SRV LINE REPLACEMENT - SRV LINE/SETTING	\$50.13 \$2,464.20
			WSTWTR	PW-WWCOLL- BPO MISC SUPPLIES; SUCH AS GASKETS A	\$548.16
FOP LEWIS CLARK LODGE #10	122651	4/16/2026	ADMSVC	Payroll Run 1 - Warrant 041626	\$2,004.96
FOUR SEASONS LAWN CARE	122694	4/16/2026	FIRE	FIRE - FOUR SEASONS	\$95.00
			POLICE	BPO PD-PEST CONTROL FOR PD, TRAINING CENTER	\$192.00
GAME TIME	122695	4/16/2026	PARKSFAC	PKS - GAME TIME PLAYCORE COMPANY - 2 SLIDE HERETH	\$3,080.59
GATEWAY MATERIALS	122696	4/16/2026	FLTMAINT	BPO- FLEET- REPAIR PARTS & SUPPLIES	\$56.85
GMCO CORPORATION	122697	4/16/2026	TRNSPN	BPO - ST - FY26 LIQUID DEICER	\$972.00
GRAINGER	401278	4/16/2026	WATER	PW-WTP-BPO MOTORS/PUMPS/TOOLS/FITTINGS WR043 SLA CHEMICAL CLEAN PUMP	\$938.18 \$2,351.96
			WSTWTR	BPO-PW-WWTP-P/M/M MAINT SUPPLIES	\$567.48
GUARDIAN PLUMBING, HEATING & A/C INC	122698	4/16/2026	WATER	WR043 SOUTHHIGH HVAC REPLACEMENT; QUOTE ATTACHED	\$2,045.00
H & H BUSINESS SYSTEMS	122699	4/16/2026	COMDEV	BPO-CD-COPIER MAINTENANCE COLOR AND B&W FOR IMAGE	\$346.19
			EXECUTIVE	EXEC BPO: FY 26 RICOH MAINT/COPY COST PER COPY	\$260.69
			RECREATION	BPO - REC - H & H - COPIER MAINTENANCE CONTRACT	\$483.31
			WSTWTR	PW-WWTP-BPO COPIER MAINTENANCE	\$1.14
HACH COMPANY	122700	4/16/2026	WATER	BPO-PW-WTP- FOR PLANT EQUIPMENT/INSTRUMENTS/LAB	\$1,909.41
HAHN RENTAL CENTER	122701	4/16/2026	WATER	PW-WD- BPO EQUIP RENTAL TO USE DURING REPAIRS	\$207.23
HAHN SUPPLY	122702	4/16/2026	PARKSFAC	BPO - PKS - HAHN - IRRIGATION PARTS	\$241.75
HCAA LLC	401279	4/16/2026	PARKSFAC	REC ADMIN - HCAA - SHIRTS AND HATS FOR PR	\$742.68
			RECREATION	REC - HCAA - SBALLS 12DZ MEN, 5DZ WOMEN HERETH/P1	\$1,017.60
HENRY SCHEIN	122704	4/16/2026	FIRE	BPO FIRE - HENRY SCHEIN - EMS SUPPLIES	\$326.34
HILTY BOWER HAWS & SEABLE PLLC	122703	4/16/2026	LEGAL	OUTSIDE LEGAL COUNSEL; T. BAILEY PROG DESG; HILTY	\$2,225.00
HM CRAGG CO	401296	4/16/2026	WATER	PW-WTP-GENERATOR REPAIRS & MAINTENANCE PW-WTR-GENERATOR LOAD BANK TESTING-ANNUAL	\$5,984.94 \$10,825.35
HOME DEPOT CREDIT SERVICES	122705	4/16/2026	INFOSYSTMS	BPO - ISS - TOOLS AND SUPPLIES HOME DEPOT	\$402.41
			PARKSFAC	BPO - FAC - HOME DEPOT - MAINTENANCE SUPPLIES	\$187.32
			TRANSITCAP	BPO TRANSIT FOR FRAMING MATERIALS	\$237.56
			TRNSPN	BPO - ST/TR - OPERATING SUPPLIES	\$433.37
			WSTWTR	BPO-PW-WWCOLL- SUPPLIES, POWER AND HAND TOOLS PW-WWTP-BPO SUPPLIES, POWER AND HAND TOOLS	\$112.40 \$127.91
HYDRO FLOW PRODUCTS LLC DBA THE HOSE MONSTER COMPANY	401281	4/16/2026	WATER	PW-WD-TEST GAUGES	\$598.00
I A F F - LOCAL #1773	122652	4/16/2026	ADMSVC	Payroll Run 1 - Warrant 041626	\$3,492.00
IDAHO CHILD SUPPORT RECEIPTING	122653	4/16/2026	ADMSVC	Payroll Run 1 - Warrant 041626	\$270.00
IDAHO EMPLOYMENT LAWYERS	122708	4/16/2026	LEGAL	OUTSIDE LEGAL COUNCIL; EMPLOYMENT ISSUE FY26	\$422.50
IDAHO ICE	122709	4/16/2026	INFOSYSTMS	BPO - ISS - WATER	\$18.37
			SANITATION	BPO - TS - IDAHO ICE	\$27.14
IDAHO STATE TAX COMMISSION	4224	4/16/2026	ADMSVC	Payroll Run 1 - Warrant 041626	\$29,163.00



Voucher's Payable

	122635	4/9/2026	LIBRARY	MARCH 2026 SALES TAX	\$55.58
			RECREATION	MARCH 2026 SALES TAX	\$225.28
			SANITATION	MARCH 2026 SALES TAX	\$2,067.85
	122654	4/16/2026	ADMSVC	Payroll Run 1 - Warrant 041626	\$806.12
IDAHO TRUCK SALES CO	122710	4/16/2026	FLTMAINT	BPO- FLEET- REPAIR PARTS & REPAIRS	\$89.71
IKE HOPPER	122659	4/16/2026	POLICE	I. HOPPER IDAHO POST ACADEMY MERIDIAN	\$2,401.00
INGRAM LIBRARY SERVICES	401283	4/16/2026	LIBRARY	BPO - LIB - SECOND FLOOR ADULT NONFICTION	\$601.27
				BPO - LIB - ADULT BOOKMOBILE BOOK ORDERS	\$407.84
				BPO - LIB - ADULT FICTION	\$870.09
				BPO - LIB - FIRST FLOOR ADULT NONFICTION	\$603.63
				BPO - LIB - JUVENILE BOOKMOBILE BOOK ORDERS	\$53.97
				BPO - LIB - JUVENILE FICTION	\$293.30
				BPO - LIB - JUVENILE NON FICTION ORDERS	\$99.66
				BPO - LIB - LARGE PRINT BOOK ORDERS	\$474.86
				BPO - LIB - TEEN FICTION	\$341.45
				BPO - LIB - TEEN NONFICTION ORDERS	\$118.85
INTERNATIONAL ASSOCIATION OF ARSON INVESTIGATORS	122706	4/16/2026	FIRE	FIRE - IAAI - ANNUAL DUES	\$206.00
IO MANAGEMENT COMPANY LLC DBA IDEAL OPTION PLLC	401282	4/16/2026	SETTLEMENT	CD-OPIOID GRANT RECIPIENT	\$5,281.13
JEFF KLONE	122643	4/9/2026	POLICE	MEALS J. KLONE ILETS CONFERENCE BOISE	\$209.00
JENNIFER TENGONO	122647	4/10/2026	LEGAL	MEALS J. TENGONO COLLECTIVE BARGAINING NASHVILLE	\$280.00
JERICO ENTERPRISES LLC	122712	4/16/2026	PARKSFAC	FAC - JERICO - WOLF KITCH RANGE REPAIR - FS#1	\$2,237.50
JOE HALL FORD	401284	4/16/2026	FLTMAINT	BPO- FLEET- REPAIR PARTS & OSL	\$66.84
			TRNSPN	REPAIRS TO SUV #126	\$3,617.47
JOHNNIE RAYMOND	122660	4/16/2026	POLICE	J. RAYMOND DESERT SNOW CRIMINAL INTERDICTION	\$204.00
JOHN'S SAW SERVICE	401285	4/16/2026	FIRE	FIRE - JOHNS SAW - CHAIN	\$2,564.43
			PARKSFAC	BPO - PKS - JOHN'S SAW - REPAIRS/OIL	\$26.36
JONES EXCAVATION LLC	401286	4/16/2026	WSTWTR	WW051-WWC-SEWER LINE REPAIR; 1318 19TH ST	\$6,331.28
				WW060 2023 WW IMPROVEMENT PROJECT; 0124 22ND ST	\$5,500.00
K&M CINEMEDIA, INC DBA INLAND NORTHWEST CINEMEDIA	401271	4/16/2026	HR	MOVIE THEATER JOB ADVERTISEMENTS THROUGH APRIL FOR	\$1,850.00
KAITLYN HINKLEY	122644	4/9/2026	PARKSFAC	MEALS K. HINKLEY IRPA 2026 CONFERENCE TWIN FALLS	\$206.00
KLEEN SWEEP JANITORIAL	401287	4/16/2026	WATER	BPO-PW WD MONTHLY JANITORIAL SRV AT 2605 16TH AVE	\$355.00
KNIGHT BOAT DOCKS, INC	122713	4/16/2026	WSTWTR	WW060 USACE IN-KIND PAYMENT; 2026-09; EASEMENT	\$13,190.43
LATAH SANITATION INC	122711	4/16/2026	CEMETERY	BPO - PKS - LATAHSANI (INL N. WASTE) - PORT TOILT	\$83.00
			PARKSFAC	BPO - PKS - LATAHSANI (INL N. WASTE) - PORT TOILT	\$1,081.00
			POLICE	PD-SERVICE RANGE TOILET	\$45.00
			SANITATION	BPO - SAN - FY26 MONTHLY YW COMPOSTING SRVCS	\$52,533.89
			WSTWTR	PW-WWTP-BPO BIOSOLIDS DISPOSAL	\$18,615.20
LAWSON PRODUCTS INC	122714	4/16/2026	FLTMAINT	BPO- FLEET- REPAIR PARTS & SUPPLIES	\$813.50
			FLTMAINT	BPO- FLEET- REPAIR PARTS & SUPPLIES	\$25.92
LEAH SCHMIDT	122645	4/9/2026	POLICE	MEALS L. SCHMIDT ILETS CONFERENCE BOISE	\$209.00
LES SCHWAB TIRE CENTER	122716	4/16/2026	FLTMAINT	BPO- FLEET- REPAIR PARTS & OSL	\$175.39
LEWIS CLARK VALLEY CHAMBER OF COMMERCE	122715	4/16/2026	LEGISLATIV	AGRICULTURE APPRECIATION BANQUET - MAYOR	\$75.00
			PARKSFAC	REC ADMIN - LC VALLEY CHAMBER - MARCH LUNCHEON	\$50.00

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LIFELOC TECHNOLOGIES INC	122717	4/16/2026	POLICE	PD-4 BOXES OF 100 MOUTH PIECES FOR DUI BREATH TEST	\$126.85
LUKINS & ANNIS PS	122718	4/16/2026	LEGAL	OUTSIDE LEGAL CO; LUKINS & ANNIS; KHURANA FY26	\$215.00
M L ALBRIGHT & SONS	122636	4/9/2026	WSTWTR	WW061 EAST ORCHARDS SEWER EXPANSION PHASE III -	\$201,380.97
MATT ANDERSON	122661	4/16/2026	POLICE	M. ANDERSON WSHNA CRISIS NEGOTIATIONS CONFERENCE	\$267.00
MCMILLEN JACOBS ASSOCIATES	122720	4/16/2026	WATER	WR050 RAW INTAKE SITE C INTAKE RECONSTRUCTION	\$3,904.25
MIDWEST TAPE LLC	122721	4/16/2026	LIBRARY	BPO - LIB - ADULT DVD ORDERS	\$121.45
MILLER MENDEL INC	401288	4/16/2026	POLICE	BPO - LIB - JUVENILE DVD ORDERS	\$128.16
				PD-CREDIT REPORTS FOR HOPPER/JONES	\$12.00
				PD-ESOPH PRDUCTION DATA, ARCHIVE DATA STORAGE CHAR	\$2.32
				PD-FAXING SERVICES	\$3.96
MILLIMAN INC	122722	4/16/2026	HR	RESULTS OF IDAHO SALARY AND BENEFITS SURVEY	\$257.05
MISC CUSTOMER REFUND	122637	4/9/2026	RECREATION	C. OWENS SENIOR TRIP WAS CANCELLED	\$30.00
	122638	4/9/2026	RECREATION	E. HARRIS NO LONGER NEEDS THE RESERVATION	\$90.00
	122639	4/9/2026	PARKSFAC	KIEFER AQUATICS 4 LIFEGUARD STANDS ORCHARDS & BERT	\$6,611.96
	122640	4/9/2026	LEGISLATIV	NORTH ID SAUSA INITIATIVE 2026	\$2,142.87
	122641	4/9/2026	COMDEV	SEVEN OAKS MOTOR SPORTS PD X 2 FOR BIZ LIC RENEWAL	\$232.00
	122656	4/16/2026	ECONDEV	IDAHO LEGAL AID SERVICES CD-CDBG-PUBLIC SERVICE-LE	\$380.00
	122657	4/16/2026	COMDEV	M WILLIAMS CD- PROJECT NOT COMPLETED	\$1,920.78
	122658	4/16/2026	RECREATION	T. BANN REFUND USSSA SUNDAY LEAGUE	\$600.00
MOORE ELIA KRAFT & STACEY, LLP	122723	4/16/2026	LEGAL	OUTSIDE LEGAL CO; MEK&S; MAD PROPERTIES; FY26	\$5,023.95
MOTION INDUSTRIES INC	122724	4/16/2026	FLTMAINT	BPO- FLEET- REPAIR PARTS & SUPPLIES	\$9.48
			FLTMAINT	BPO- FLEET- REPAIR PARTS & SUPPLIES	\$31.04
MOTOROLA SOLUTIONS INC	122725	4/16/2026	POLICE	PD-COMMAND CENTRAL COMMUNITY OCT 2025-OCT 2026	\$1,800.00
MOUNTAIN CONSULTING SERVICES	122726	4/16/2026	ECONDEV	BPO-CD-CDBG-HRP ADMIN FOR LEAD BASE PAINT & RADON	\$1,358.00
NAPA AUTO PARTS	122727	4/16/2026	FLTMAINT	BPO- FLEET- REPAIR PARTS & SUPPLIES	\$373.50
			FLTMAINT	BPO- FLEET- REPAIR PARTS & SUPPLIES	\$298.40
NATIONAL SAFETY INC	122728	4/16/2026	TRNSPN	BPO - ST/TR - PERSONAL PROTECTIVE EQUIPMENT	\$360.66
NATIONWIDE RETIREMENT	4225	4/16/2026	ADMSVC	Payroll Run 1 - Warrant 041626	\$16,395.19
NATIONWIDE-RESERVE	4228	4/16/2026	ADMSVC	Payroll Run 1 - Warrant 041626	\$1,601.58
NEZ PERCE COUNTY RECORDER	122729	4/16/2026	EXECUTIVE	EXEC BPO: RECORDATION OF DOCUMENTS	\$11.00
NEZ PERCE COUNTY SHERIFF	122664	4/16/2026	ADMSVC	Payroll Run 1 - Warrant 041626	\$473.72
NICK EYLAR	122662	4/16/2026	POLICE	N. EYLAR WSHNA CRISIS NEGOTIATORS CONFERENCE	\$267.00
NORCO INC	401290	4/16/2026	TRNSPN	BPO - ST/TR - OPERATING SUPPLIES	\$42.86
				BPO - ST/TR - PERSONAL PROTECTIVE EQUIPMENT	\$158.69
NORTH 40 OUTFITTERS	122730	4/16/2026	PARKSFAC	BPO - PKS - NORTH 40 - MISC SUPPLIES, CITY PARKS	\$153.58
			TRNSPN	BPO - ST/TR - OPERATING SUPPLIES	\$179.92
			WATER	PW-WD-BPO OPERATING SUPPLIES: TOOLS & HARDWARE;	\$27.76
				PW-WTP-BPO OPERATING SUPPLIES	\$162.63
			WSTWTR	BPO-PW-WWTP-OPERATING SUPPLIES: TOOLS & HARDWAR	\$42.96
				PW-WWCOLL-BPO OPERATING SUPPLIES: TOOLS & HARDW	\$475.97
NORTHWEST ENGRAVING	122731	4/16/2026	FIRE	FIRE - NORTHWEST ENGRAVING - SIGNS	\$160.00
ODP BUSINESS SOLUTIONS LLC	122733	4/16/2026	POLICE	BPO PD OFFICE SUPPLIES TO INCLUDE PENS, PAPER, FIL	\$98.07
			TRNSPN	BPO - PW OFFICE - OPERATING/OFFICE SUPPLIES	\$53.16



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O'REILLY AUTO PARTS	122732	4/16/2026	FLTMAINT	BPO- FLEET- REPAIR PARTS & SUPPLIES	\$153.63
OWEN EQUIPMENT	122734	4/16/2026	FLTMAINT	BPO- FLEET- REPAIR PARTS	\$326.44
OXARC	122735	4/16/2026	FIRE	BPO FIRE - OXARC - CYLINDER RENTAL	\$24.14
			TRNSPN	BPO - ST/TR - OPERATING SUPPLIES	\$10.96
				BPO - ST/TR - PERSONAL PROTECTIVE EQUIPMENT	\$583.73
			WATER	BPO-PW-WD- FABRICATION AND WELDING TOOLS	\$93.72
				BPO-PW-WTP SAFETY GLASSES/HARD HATS/GLOVES/HI VIS	\$555.24
				BPO-PW-WTR- SODIUM HYPOCHLORITE	\$18,134.87
			WSTWTR	BPO-PW-WWC- PERSONNEL SAFETY SUPPLIES; GLOVES,	\$36.09
				BPO-PW-WWTP- PERSONNEL SAFETY SUPPLIES; GLOVES,	\$30.10
PAIGE VANOVER	122663	4/16/2026	POLICE	P. VANOVER DESERT SNOW CRIMINAL INTERDICTION	\$204.00
PATTS GARDEN CENTER	122736	4/16/2026	PARKSFAC	URBAN FOR - PATTS GARDEN - TREES FOR ALL PKS	\$531.10
PERSI	4226	4/16/2026	ADMSVC	Payroll Run 1 - Warrant 041626	\$206,465.91
PORT OF LEWISTON	122737	4/16/2026	INFOSYSTMS	BPO - FIBER CONNECTIONS	\$945.00
PRECISION SIGNS	401291	4/16/2026	FLTMAINT	BPO- FLEET- VEHICLE DECALS	\$192.00
			POLICE	PD-PRECISION SIGNS-SAC MIDDLE SCHOOL VEHICLE DECAL	\$475.00
				PD-PRECISION SIGNS-VINYL DECAL QR CODES FOR PATROL	\$60.00
PREMIER ELECTRIC MOTORS	122738	4/16/2026	WATER	PW-WTP-REBUILD INTAKE MOTOR #4	\$9,875.00
PRESNELL GAGE PLLC	122739	4/16/2026	FINANCE	AUDIT SERVICES FY2025	\$36,300.00
PRINTCRAFT PRINTING	401292	4/16/2026	FIRE	FIRE - PRINTCRAFT - BANQUET POSTCARDS	\$45.00
PSYCHOLOGICAL DIMENSIONS LLC DBA STONE, MCELROY & ASSOCIATES	401293	4/16/2026	POLICE	PD-PSYCHOLOGICAL EVALUATIONS FOR SCHNEIDER, DEVOY,	\$1,150.00
RELIANCE STANDARD LIFE INSURANCE COMPANY	122665	4/16/2026	ADMSVC	Payroll Run 1 - Warrant 041626	\$9,108.49
RICOH USA INC	122740	4/16/2026	LIBRARY	BPO - LIB - LEASE FEES	\$462.06
			WATER	BPO-PW-WTP- RICOH IM C4500 LEASE PAYMENT	\$161.95
			WSTWTR	BPO-PW-WWCOLL-RICOH IM C4500 LEASE PAYMENT	\$158.18
	122741	4/16/2026	LIBRARY	BPO - LIB - COPY FEES	\$78.11
			POLICE	BPO PD COPIER RENTAL FOR COPY ROOM MACHINE	\$84.11
			TRANSITOP	BPO- TRANSIT PRINTER COPIES	\$17.04
			WATER	BPO-PW-WTP-COPIER USE BASED ON COPY COUNT	\$91.45
			WSTWTR	BPO-PW-WCOLL-COPIER USE BASED ON COPY COUNT	\$50.21
RUSH TRUCK CENTERS OF IDAHO	122742	4/16/2026	WSTWTR	PW-WWTP-SOURCEWELL #032824-NVS DUMP TRUCK	\$138,120.00
SANITARY DISPOSAL INC DBA SUNSHINE DISPOSAL & RECYCLING	401294	4/16/2026	SANITATION	BPO - SAN - FY26 ANNUAL CURBSIDE COLLECTION	\$289,831.22
				BPO - SAN - FY26 CARDBOARD AT CITY FACILITIES	\$105.00
				BPO - SAN - FY26 PROCESSING SINGLE STREAM RECY	\$7,063.10
				BPO - SAN - FY26 TONNAGE HAUL	\$30,482.52
SCADACORE INC	122743	4/16/2026	WATER	BPO-PW-WTP-SCADACORE MONTHLY SUBSCRIPTION	\$800.00
SCHUMANN ENTERPRISES INC DBA EMPIRE PRESSURE WASH	401276	4/16/2026	TRANSITOP	BPO- TRANSIT BUS WASHING	\$290.00
SPLASH CARWASH & DETAILING	122745	4/16/2026	FLTMAINT	BPO- FLEET- CAR WASHES	\$30.00
STATE OF IDAHO, MILITARY DIVISION	122707	4/16/2026	FIRE	BPO FIRE - IDAHO MILITARY - LICENSE RENEWAL	\$25.00
STERLING BATTERY COMPANY	122746	4/16/2026	FLTMAINT	BPO- FLEET- VEHICLE BATTERIES	\$150.98
SUZANN BANKS	122646	4/9/2026	POLICE	MEALS S. BANKS MOTOROLA SUMMIT 2026 ORLANDO	\$105.00



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T BAILEY INC	122747	4/16/2026	WATER	WR071 RESERVOIR EVAL & RECOATING - DESIGN/BUILD	\$51,850.00
THATCHER COMPANY INC	122748	4/16/2026	WATER	BPO-PW-WTP-CITRIC ACID FOR WATER TREATMENT	\$14,273.28
THE MASTER'S TOUCH LLC	122719	4/16/2026	FINANCE	BPO - UB - MONTHLY PRINTING & MAILING-STATEMENTS	\$6,756.76
THE UPS STORE	122755	4/16/2026	FLTMAINT	BPO- FLEET- SHIPPING	\$20.07
			INFOSYSTMS	BPO - ISS - SHIPPING	\$17.15
THOMAS S. KLISE CO. DBA THOMAS KLISE / CRIMSON MULTIMEDIA	401273	4/16/2026	LIBRARY	BPO - LIB - VIDEO GAME ORDERS	\$166.62
THOMSON REUTERS - WEST	122749	4/16/2026	LEGAL	BPO-LEGAL-WESTLAW CHARGES FY26	\$1,204.66
TITAN TECHNOLOGIES INC	122750	4/16/2026	WSTWTR	IFB-24-001 WW060 2023 WW IMPROVEMENT PROJECT	\$463,973.35
TK ELEVATOR CORPORATION	122751	4/16/2026	PARKSFAC	FAC - TK ELEVATOR - ELEVATOR SERVICE CALL AT PD	\$3,332.50
T-MOBILE	4201	4/16/2026	LEGAL	T-MOBILE FOR OFFICE CELL PHONE; JT; FY26	\$45.06
	4202	4/16/2026	HR	BPO - CELL PHONE & DATA SERVICES	\$16.60
	4203	4/16/2026	EXECUTIVE	BPO: TMOBILE CHARGES FOR CITY CLERK	\$33.82
	4204	4/16/2026	LEGISLATIV	BPO: TMOBILE CHARGES FOR COUNCILORS	\$124.97
	4205	4/16/2026	EXECUTIVE	BPO: TMOBILE CHARGES FOR PUBLIC OUTREACH COORD	\$44.46
	4206	4/16/2026	WSTWTR	BPO-PW-WW MOBILE/TABLET MONTHLY CHARGES	\$176.63
	4207	4/16/2026	INFOSYSTMS	BPO - ISS - T-MOBILE LINES MONTHLY BILL	\$506.37
	4208	4/16/2026	COMDEV	BPO-CD-PHONE SERVICE FOR CELL PHONES & TABLETS-IN	\$229.85
	4209	4/16/2026	PARKSFAC	BPO - PKS - T-MOBILE - PHONE CHARGES	\$243.62
	4210	4/16/2026	PARKSFAC	BPO - FAC - T-MOBILE - PHONE CHARGES	\$101.46
	4211	4/16/2026	PARKSFAC	BPO - REC - T-MOBILE - CELL PHONE CHARGES	\$146.75
	4212	4/16/2026	SANITATION	BPO - TS - MOBILE MONTHLY BILL: R BROWN	\$33.82
	4213	4/16/2026	TRNSPN	BPO - ST - MOBILE MONTHLY BILL: J MILLER	\$50.42
	4214	4/16/2026	TRNSPN	BPO - ENG - MOBILE/TABLET MONTHLY CHARGES	\$105.21
	4215	4/16/2026	TRNSPN	BPO - ENG - MOBILE/TABLET MONTHLY CHARGES	\$73.06
	4216	4/16/2026	TRNSPN	BPO - ENG - MOBILE/TABLET MONTHLY CHARGES	\$48.30
	4217	4/16/2026	STMWTR	BPO - STMW - MOBILE/TABLET MONTHLY CHARGES	\$146.75
	4218	4/16/2026	WATER	BPO-PW-WTR MOBILE/TABLET MONTHLY CHARGES	\$729.03
	4219	4/16/2026	POLICE	BPO PD DEPARTMENT CELL PHONE CHARGES	\$425.95
	4220	4/16/2026	POLICE	BPO PD DEPARTMENT CELL PHONE CHARGES	\$67.20
	4221	4/16/2026	LIBRARY	BPO - LIB - MONTHLY CELLULAR CHARGES FOR LIBRARY	\$220.44
	4222	4/16/2026	FLTMAINT	BPO- FLEET- MONTHLY BILL FOR ONE PHONE	\$29.94
	4223	4/16/2026	FIRE	BPO FIRE - T-MOBILE - CELL CHARGES	\$324.14
TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS INC	122752	4/16/2026	POLICE	BPO TLO ACCESS FEES FOR INVESTIGATIONS	\$231.40
TRIBUNE PUBLISHING CO	401295	4/16/2026	COMDEV	BPO-CD-PLANNING AND ZONING COMMISSION-PUBLISHED N	\$389.44
			ECONDEV	CD-CDBG-AD FOR NOTICE OF FUNDING IN PAPER	\$205.64
TWIN COUNTY UNITED WAY	122754	4/16/2026	SETTLEMENT	CD-OPIOID SETTLEMENT-NPC DRUG TREATMENT COURTS	\$7,217.95
UNIFORMS2GEAR INC	401297	4/16/2026	POLICE	BPO PD UNIFORMS/PATROL	\$96.91
URM STORES INC	401298	4/16/2026	POLICE	BPO PD BOTTLED WATER AND ICE	\$3.59
			RECREATION	BPO SNR NUTR - URM - DAILY FOOD RUNS	\$26.52
			WATER	BPO-PW-WD- OPERATING/BREAKROOM/CLEANING SUPPLIES	\$9.79



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				BPO-PW-WTP- OPERATING/BREAKROOM/CLEANING SUPPLIES	\$19.56
			WSTWTR	BPO-PW-WWCOLL OPERATING/BRKROOM/CLEANING SUPPLIES	\$5.99
US FOODS - SPOKANE	122756	4/16/2026	RECREATION	BPO - REC - SNR NUTR - FOOD SUPPLY FOR MEAL PROGR	\$2,567.09
VALLEY WASTE DISPOSAL LLC	122757	4/16/2026	SANITATION	BPO - SAN - FY26 NON-MUNICIPAL SW DISPOSAL	\$1,698.30
VWR INTERNATIONAL LLC	122758	4/16/2026	WSTWTR	BPO-PW-WWTP-LAB SUPPLIES; CONSUMMABLES; FILTERS	\$3,507.01
				PW-WWTP-DRYING OVEN FOR LAB	\$2,476.58
WALTER E NELSON SUPPLIES	122759	4/16/2026	PARKSFAC	BPO - FAC - WALTER NELSON - CUSTODIAL SUPPLIES	\$857.68
WASHINGTON STATE SUPPORT REGISTRY	122666	4/16/2026	ADMSVC	Payroll Run 1 - Warrant 041626	\$358.86
WELLS FARGO & COMPANY	4124	4/16/2026	TRANSITOP	BPO- TRANSIT OFFICE AND CLEANING SUPPLIES	\$225.01
	4125	4/16/2026	HR	EMPLOYEE APPRECIATION COMMITTEE EMPLOYEE PIZZA LUN	\$75.71
	4127	4/16/2026	FIRE	BPO FIRE - COSTCO - STATION SUPPLIES	\$663.14
	4128	4/16/2026	RECREATION	REC - COSTCO - GUMBO GAMES FOR PROGRAMMING	\$143.07
	4129	4/16/2026	TRNSPN	PW - ST - PALLET OF BOTTLED WATER (16 OZ, 48 CS)	\$282.61
	4130	4/16/2026	WATER	PW-WD-BPO OPERATING SUPPLIES	\$351.01
	4131	4/16/2026	WSTWTR	PW-WWC-BPO OPERATING SUPPLIES; PAPER PRODUCTS;	\$145.38
	4132	4/16/2026	WSTWTR	PW-WWTP-BPO OPERATING SUPPLIES; PAPER PRODUCTS;	\$394.57
	4133	4/16/2026	TRNSPN	BPO - ST/TR - BREAKROOM SUPPLIES	\$146.71
	4134	4/16/2026	SANITATION	BPO - TS - BREAKROOM SUPPLIES	\$78.20
	4135	4/16/2026	HR	EMPLOYEE APPRECIATION COMMITTEE EMPLOYEE PIZZA LUN	\$353.88
WELLS ONE-COMMUNITY DEVELOPMENT DEPT DBA WELLS FARGO BANK	4158	4/16/2026	COMDEV	BPO-CD-WOLFE, COOK, CUNNINGHAM, HARPER, MOFFET, O	\$255.00
	4159	4/16/2026	COMDEV	BPO-CD-WOLFE, COOK, CUNNINGHAM, HARPER, MOFFET, O	\$236.00
	4160	4/16/2026	COMDEV	CD-S. GROW ICMA ANNUAL MEMBERSHIP	\$200.00
	4161	4/16/2026	COMDEV	CD - S. GROW & K. HOLLINGSHEAD APAIID SPRING PLANN	\$35.00
	4162	4/16/2026	COMDEV	CD - S. GROW & K. HOLLINGSHEAD APAIID SPRING PLANN	\$25.00
WELLS ONE-EXECUTIVE DEPT DBA WELLS FARGO BANK	4193	4/16/2026	LEGISLATIV	FUEL: MISC VENDORS; MAYOR 3/26/2026 TRAVEL	\$26.23
	4194	4/16/2026	LEGISLATIV	FUEL: MISC VENDORS; MAYOR 3/26/2026 TRAVEL	\$42.61
WELLS ONE-FINANCE DEPT DBA WELLS FARGO BANK	4119	4/16/2026	FINANCE	2025 GFOA CERTIFICATE OF ACHIEVEMENT ACFR	\$590.00
	4120	4/16/2026	FINANCE	BPO-FIN-TREASURES TRUST INTUIT QUICKBOOKS	\$38.00
	4121	4/16/2026	FINANCE	BPO - FIN - URA INTUIT QUICKBOOKS SUBSCRIPTION	\$38.00
WELLS ONE-FIRE DEPT DBA WELLS FARGO BANK	4136	4/16/2026	FIRE	TRAVEL-FIRE-STRONG-FIRE PREVENTION LEADERSHIP SYM	\$475.00
	4137	4/16/2026	FIRE	BPO FIRE - QUICKBOOKS - BILLING	\$275.00
	4138	4/16/2026	FIRE	BPO FIRE - QUICKBOOKS - BILLING	(\$161.29)
	4139	4/16/2026	FIRE	FIRE - COMBATBET - COINS	\$125.00
	4140	4/16/2026	FIRE	FIRE - AFAA - MEMBERSHIP DUES	\$25.00
WELLS ONE-HR/RISK DEPT DBA WELLS FARGO BANK	4141	4/16/2026	HR	BPO - FACEBOOK AND SOCIAL MEDIA JOB ADVERTISEMENTS	\$36.23
	4142	4/16/2026	EXECUTIVE	FACEBOOK SOCIAL MEDIA ADVERTISEMENT	\$22.55
WELLS ONE-INFO SYS/SEC DEPT DBA WELLS FARGO BANK	4163	4/16/2026	WATER	PW-WWC-WWTP-WTP-INDUSTRIAL ROUTERS	\$334.00
			WSTWTR	PW-WWC-WWTP-WTP-INDUSTRIAL ROUTERS	\$675.00
	4164	4/16/2026	WATER	PW-WWC-WWTP-WTP-FIREWALL/ SECURITY VERIFICATION	\$125.00
			WSTWTR	PW-WWC-WWTP-WTP-FIREWALL/ SECURITY VERIFICATION	\$225.00
	4165	4/16/2026	INFOSYSTMS	BPO - UNIFI IDENTITY LICENSES AND HOSTING	\$58.00
	4166	4/16/2026	INFOSYSTMS	BPO - UNIFI IDENTITY LICENSES AND HOSTING	\$49.00



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	4167	4/16/2026	INFOSYSTMS	BLUEBEAM REVU ANNUAL RENEWAL	\$1,040.00
	4168	4/16/2026	INFOSYSTMS	BPO - UNIFI IDENTITY LICENSES AND HOSTING	\$29.00
	4169	4/16/2026	INFOSYSTMS	BPO - UNIFI IDENTITY LICENSES AND HOSTING	\$1,709.10
	4170	4/16/2026	INFOSYSTMS	TRAVEL - SANTIAGO - MTG303 CYBER VUL. ASSEMENT	\$112.83
	4171	4/16/2026	INFOSYSTMS	ZOHO ASSIST	\$2,748.50
	4172	4/16/2026	INFOSYSTMS	BPO - INTRANET CUSTOM PROGRAMING AND SUPPORT	\$8.75
	4173	4/16/2026	INFOSYSTMS	CHATGPT LICENSES	\$168.60
	4174	4/16/2026	INFOSYSTMS	TRAVEL - N.DRURY - TYLER CONNECT 2026	\$236.96
	4175	4/16/2026	INFOSYSTMS	BPO - INTRANET CUSTOM PROGRAMING AND SUPPORT	\$26.25
	4176	4/16/2026	INFOSYSTMS	BPO - NETWORK/SECURITY HARDWARE	\$2,442.03
	4177	4/16/2026	INFOSYSTMS	BPO - UNIFI IDENTITY LICENSES AND HOSTING	\$99.00
	4178	4/16/2026	INFOSYSTMS	BPO - UNIFI IDENTITY LICENSES AND HOSTING	\$99.00
	4179	4/16/2026	INFOSYSTMS	BPO - UNIFI IDENTITY LICENSES AND HOSTING	\$99.00
WELLS ONE-LIBRARY DEPT DBA WELLS FARGO BANK	4231	4/16/2026	LIBRARY	LIB - AUTOMATIC DOOR DECALS	\$15.55
	4232	4/16/2026	LIBRARY	LIB - OPERATING SUPPLIES	\$42.60
	4233	4/16/2026	LIBRARY	LIB - ROOFTOP PAVER TRAYS	\$1,040.13
	4234	4/16/2026	LIBRARY	TRAVEL - JOHNSON AND SCHNEIDER ALA 2026	\$719.00
	4236	4/16/2026	LIBRARY	REG - YOUTH SERVICES WEBINAR ON AI	\$89.00
	4237	4/16/2026	LIBRARY	TRAVEL - JOHNSON AND SCHNEIDER ALA 2026	\$548.00
	4238	4/16/2026	LIBRARY	LIB - ROOFTOP PAVER TRAYS	(\$40.49)
	4239	4/16/2026	LIBRARY	TRAVEL - JOHNSON AND SCHNEIDER ALA 2026	\$1,083.60
WELLS ONE-PARKS & REC DEPT DBA WELLS FARGO BANK	4240	4/16/2026	PARKSFAC	REC ADMIN - WELLS ONE - INNOVIA FOU JG, KH TICKET	\$198.00
	4241	4/16/2026	RECREATION	REC - WELLS ONE - HOBBY LOBBY CC DECOR	\$32.63
	4242	4/16/2026	RECREATION	REC - WELLS ONE - RODONNA'S COTTONWOOD - SR LUNCH	\$47.19
	4243	4/16/2026	PARKSFAC	REC ADMIN - WELLS ONE - 4IMPRINTS - SWAG FOR P&R	\$1,190.68
	4244	4/16/2026	RECREATION	REC - WELLS ONE - A250 STORE - 2 COLORING TBLCLTH	\$58.97
	4245	4/16/2026	PARKSFAC	TRAVEL - K HINKLEY - IRPA CONF REG 4/20-23	\$340.00
	4246	4/16/2026	PARKSFAC	PKS - WELLS ONE - ASOTIN COUNTY CONS DIS - TREES	\$165.17
	4247	4/16/2026	RECREATION	REC - WELLS ONE - 4IMPRINT - CANV BAGS PAUL REV	\$383.55
	4248	4/16/2026	RECREATION	REC - WELLS ONE - MUSEUM AT ST GERTRUDE FEE	\$42.00
WELLS ONE-POLICE DEPT DBA WELLS FARGO BANK	4150	4/16/2026	POLICE	PD-REG-REISDORPH-GRANT WRITING TRAINING, MERIDIAN,	(\$27.47)
	4151	4/16/2026	POLICE	PD-HOTEL-ALLEN-NEW DETECTIVE AND CRIMINAL INVESTIG	(\$474.38)
	4152	4/16/2026	POLICE	PD-AIRBNB-THOMAS/CRANE-POCATELLO, BANNOCK COUNTY F	\$428.27
	4153	4/16/2026	POLICE	BPO PD FOOD FOR K9 ZIVA AND K9 QUINCY;CHEWY.COM	\$97.45
	4154	4/16/2026	POLICE	PD-REG-KUZI/KLONE 2026 JOINT ID-MT-WA CHAPTER NOR	\$700.00
	4155	4/16/2026	POLICE	PD-REG-WHITLOCK-BACKGROUND INVESTIGATIONS FOR POLI	\$153.36
	4156	4/16/2026	POLICE	PD-REG-REESE-CRIME SCENE EVIDENCE DOCUMENTATION AN	\$575.00
	4157	4/16/2026	POLICE	PD-REG-KUZI-K SENIOR MANAGEMENT INSTITUTE FOR POLIC	\$550.00
WELLS ONE-PRIDE DBA WELLS FARGO BANK	4122	4/16/2026	HR	BPO - TREATS AND SNACKS PROVIDED FOR EMPLOYEE APPR	\$63.78
	4123	4/16/2026	HR	BPO - TREATS AND SNACKS PROVIDED FOR EMPLOYEE APPR	\$26.48
WELLS ONE-PUBLIC WORKS DEPT DBA WELLS FARGO BANK	4180	4/16/2026	WATER	PW-WD-UPDATED LICENSE - TELOGERS	\$195.00
	4181	4/16/2026	WATER	BPO-PW-W-WW-MONTHLY CHARGES; SIPTRUNK	\$53.05



Voucher's Payable

			WSTWTR	BPO-PW-W-WW-MONTHLY CHARGES; SIPTRUNK	\$53.35
	4182	4/16/2026	WSTWTR	PW-WWTP-DOPL RENEWALS; K ROSE	\$90.00
	4183	4/16/2026	WATER	PW-WTP-DOPL EXAM; WT1; C STUFFIELD	\$108.00
	4184	4/16/2026	WATER	PW-WD-DOPL RENEWALS; G TEED	\$60.00
	4185	4/16/2026	WATER	PW-WD-DOPL RENEWALS; B BOYLE DWD1-25052	\$30.00
	4186	4/16/2026	WSTWTR	PW-WWTP-FUEL; TRIPS TO FIFE FOR SAMPLING	\$81.62
	4187	4/16/2026	TRNSPN	PW - ST - PPE: BUKAROO GLOVES FOR CREW	\$493.00
	4188	4/16/2026	WSTWTR	PW-WWTP-FUEL; TRIPS TO FIFE FOR SAMPLING	\$72.76
	4189	4/16/2026	WSTWTR	PW-WWTP-FUEL; TRIPS TO FIFE FOR SAMPLING	\$52.33
	4190	4/16/2026	WSTWTR	PW-WWTP-FUEL; TRIPS TO FIFE FOR SAMPLING	\$48.94
	4191	4/16/2026	WSTWTR	PW-WWTP-FUEL; TRIPS TO FIFE FOR SAMPLING	\$121.08
	4192	4/16/2026	STMWTR	PW - STMW - PPE: STEEL TOE RUBBER BOOTS	\$307.40
WELLS ONE-SERVICE CENTER DEPT DBA WELLS FARGO BANK	4195	4/16/2026	FLTMAINT	BPO- FLEET- LICENSE & REGISTRATION RENEWALS	\$23.57
	4196	4/16/2026	FLTMAINT	REPL INTERFACE MODULE FOR #172 PATSUV	\$680.00
	4197	4/16/2026	FLTMAINT	ANNUAL MITCHELL1 SHOPKEY SUBSCRIPTION	\$1,908.00
	4198	4/16/2026	FLTMAINT	CHARGE GUARD FOR #121 VAN	\$104.98
	4199	4/16/2026	FLTMAINT	ANNUAL AUTO-AUTH SUBSCRIPTION	\$60.00
	4200	4/16/2026	FLTMAINT	BPO- FLEET- LICENSE & REGISTRATION RENEWALS	\$5.12
WESTERN EQUIPMENT	122753	4/16/2026	FLTMAINT	BPO- FLEET- REPAIR PARTS	\$34.01
WEX BANK	122760	4/16/2026	POLICE	BPO PD FUEL FOR UNMARKED DEPARTMENT VEHICLES	\$190.70
WILBERT PRECAST INC	401299	4/16/2026	WSTWTR	BPO-PW-WWCOLL SSMH RINGS AND LIDS	\$820.00
ZOLL MEDICAL CORPORATION GPO	122761	4/16/2026	FIRE	FIRE - ZOLL - DOOR	\$760.00
Total					\$3,051,097.93



CITY COUNCIL MEETING AGENDA ITEM SUMMARY

ITEM TITLE PRELIMINARY PLAT - RAINWOOD WEST ADDITION	AGENDA NO. V. D. AGENDA DATE: April 27, 2026
ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.) The Rainwood West preliminary plat proposes to subdivide approximately 1.10 acres of property located along the West side of the 3200 block of 7th Street, into 4 development lots. The property proposed for subdivision is currently occupied by two existing single-family residences. The Developer intends to retain the two residences, and following the subdivision, the residences will occupy the proposed Lots 2 and 4, respectively. Lots 1 and 4 of the proposed subdivision will be configured utilizing the flag lot development standard defined in Section 37-124 of the City Zoning Ordinance. The flag lots will be accessed utilizing a private shared access driveway as allowed in Section 37-124(d)(2) of City Code. The shared access driveway will need to be constructed as indicated by City standard drawing 3-1, and approved by City staff prior to Council approval of the final plat. The developer has proposed to construct 210 feet of curb, gutter and sidewalk with asphalt patch-back to satisfy frontage improvements along 7th Street. The proposed subdivision is located in the Lewiston Orchards Irrigation District and the Lewiston Orchards Sewer District, and representatives from both districts have indicated their intent to provide service for the proposed lots. Avista Utilities, Centurylink/Lumen Technologies, and Sparklight have also confirmed their intent to provide utility service. The subject property is zoned R2A, and the proposed lot configurations adhere to the requirements of the R2A zone and the City of Lewiston Zoning Ordinance, City Code Chapter 37. The preliminary plat is presented at a scale of 50' to the inch when printed at full scale, which differs from the 100' to the inch standard specified in Section 32-20(a) of subdivision code. Because the 50' to 1" scale provides for better "clarity of lines, bearings, and dimensions" as specified in Title 50-1304 (1) of Idaho Code, City staff recommends that the 50' to 1" scale be accepted as exceeding the code requirement of the specified 100' to 1" scale. With the exception of the noted difference in scale, the preliminary plat complies with the applicable requirements of the City of Lewiston Subdivision Ordinance, City Code Chapter 32.	

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

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

ACTION PROPOSED

Staff recommends that Council accept the unanimous recommendation of the City of Lewiston Planning and Zoning Commission, and approve the Rainwood West Addition Preliminary Plat as presented.

A SUBDIVISION PLAT OF
THE RAINWOOD WEST ADDITION
PART OF LOT 1, BLOCK 23 LEWISTON ORCHARDS TRACT NO. 2
A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER
OF SECTION 8, TOWNSHIP 35 NORTH, RANGE 5 WEST,
BOISE MERIDIAN, CITY OF LEWISTON, NEZ PERCE COUNTY, IDAHO

PRELIMINARY

COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT ALL OF THE AD VALOREM TAXES AND ASSESSMENTS FOR THE PROPERTY HEREON DESCRIBED HAVE BEEN PAID FOR THE YEAR 20____, AND PRECEDING YEARS.

NEZ PERCE COUNTY TREASURER _____ DATE _____

CITY ENGINEER'S CERTIFICATE

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

ENGINEER, CITY OF LEWISTON, IDAHO _____ LICENSE NO. DATE _____

CITY SURVEYOR'S CERTIFICATE

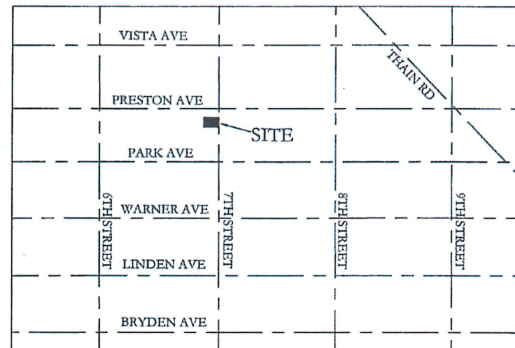
I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND THAT IT COMPLIES WITH REQUIREMENTS OF TITLE 50, CHAPTER 13, IDAHO CODE.

SURVEYOR, CITY OF LEWISTON, IDAHO _____ LICENSE NO. DATE _____

CITY CLERK'S CERTIFICATE

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

CITY CLERK, CITY OF LEWISTON, IDAHO _____ DATE _____



VICINITY MAP
1"=1000'
SW 1/4 S8
T35N R5W B.M.

FUTURE DEVELOPEMENT NOTE:

FUTURE DEVELOPMENT OF THE LOTS CREATED BY THIS SUBDIVISION PLAT REQUIRE BUILDING PERMITS BASED ON PLANS COMPLYING WITH ALL CITY OF LEWISTON CODES, DULY ADOPTED AT THE TIME OF DEVELOPMENT, GOVERNING CONSTRUCTION OF BUILDINGS AND ADJACENT PUBLIC IMPROVEMENTS. PRIOR TO DEVELOPING A LOT, THE OWNER OR PROSPECTIVE OWNER IS RESPONSIBLE FOR DUE DILIGENCE RESEARCH TO APPRISE THEMSELVES OF ALL DEVELOPMENT REQUIREMENTS. THESE REQUIREMENTS MAY OR MAY NOT HAVE BEEN IDENTIFIED DURING THE SUBDIVISION PROCESS AND MAY OR MAY NOT BE SHOWN ON THE PLAT. THE CITY OF LEWISTON IS NOT RESPONSIBLE FOR ANY LOSSES, FINANCIAL OR OTHERWISE, RESULTING FROM THE UNSUITABILITY OF A LOT FOR A SPECIFIC USE.

IDAHO NORTH CENTRAL HEALTH DISTRICT CERTIFICATE

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

THIS PLAT APPROVED THIS ____ DAY OF _____, 20____.

IDAHO NORTH CENTRAL HEALTH DISTRICT _____

OWNERS CERTIFICATE

I (WE), THE UNDERSIGNED OWNER(S) OF THE HEREON DESCRIBED AND PLATTED PROPERTY DO HEREBY CERTIFY THAT I (WE) SUBDIVIDE SAID PROPERTY AS INDICATED BY THIS INSTRUMENT. THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, THAT I (WE) HEREBY DEDICATE TO THE CITY OF LEWISTON, AS PUBLIC STREETS, THOSE RIGHTS-OF-WAY AS SHOWN AND NOTED ON THE PLAT, AND WE HEREBY GRANT TO THE CITY OF LEWISTON, UNLESS SHOWN OTHERWISE, THOSE EASEMENTS AS SHOWN AND NOTED ON THE PLAT.

WATER SYSTEM CERTIFICATION

I (WE), THE UNDERSIGNED OWNER(S) OF THE HEREON DESCRIBED AND PLATTED PROPERTY, DO HEREBY CERTIFY THAT THE FOLLOWING WATER SYSTEM STATEMENT IS TRUE:

ALL OF THE LOTS DESCRIBED IN THIS PLAT WILL BE ELIGIBLE TO RECEIVE WATER SERVICE FROM AN EXISTING WATER SYSTEM, BE THE WATER SYSTEM MUNICIPAL, A WATER DISTRICT, A UTILITY SUBJECT TO THE REGULATION OF THE IDAHO PUBLIC UTILITIES COMMISSION, OR A MUTUAL OR NONPROFIT WATER COMPANY, AND THE EXISTING WATER DISTRIBUTION SYSTEM HAS AGREED IN WRITING TO SERVE ALL THE LOTS IN THIS SUBDIVISION.

(OWNER(S) NAMES) _____ DATE _____

I, JOHN D. MCMAHAN, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THE SURVEY OF THIS SUBDIVISION, DESIGNATED AS "THE RAINWOOD WEST ADDITION", WAS MADE UNDER MY DIRECTION, AND THAT SAID SUBDIVISION IS TRULY AND CORRECTLY SURVEYED AND STAKED AS PROVIDED BY LAW AND IN ACCORDANCE WITH THE ACCOMPANYING PLAT AS DESCRIBED HEREON.

JOHN D. MCMAHAN P.L.S. 20165
JULY 14, 2022

T. 35 N., R. 5 E. 210 MAIN STREET-LEWISTON ID 83501	
	TD&H Engineering
DRAWN BY: JCH	1 OF 2
SURVEYED BY: JCH	
QUALITY CHECK: BFF	
DATE: 7-14-22	
JOB NO. 129-074	
CAD NO. 129-074 PLAT	

LEGAL DESCRIPTION

THAT PART OF LOT 1 OF BLOCK 23 OF LEWISTON ORCHARDS TRACT NO. 2, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1, BEING THE POINT OF INTERSECTION OF THE CENTERLINES OF PRESTON AVENUE AND 7TH STREET; THENCE SOUTH 0°7' EAST 140 FEET ALONG THE CENTERLINE OF SAID 7TH STREET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG CENTERLINE SOUTH 0°7' EAST 210 FEET; THENCE NORTH 89°44' WEST 253.34 FEET; THENCE NORTH 0°7' WEST 210 FEET; THENCE SOUTH 89°44' EAST 253.34 FEET TO THE POINT OF BEGINNING; ALL MEASUREMENTS BEING TO THE CENTERLINES OF EXISTING STREETS AND ALLEYS ACCORDING TO THE RECORDED PLAT THEREOF, RECORDS OF NEZ PERCE COUNTY, IDAHO. EXCEPTING THEREFROM ANY ROAD RIGHT OF WAY.

SURVEYORS NARRATIVE

THE PURPOSE OF THIS SURVEY WAS TO CREATE THE FOUR LOTS AS SHOWN HEREON. THE LEGAL DESCRIPTION MATCHED THE FOUND MONUMENTS WHICH WERE USED TO PLACE THE MISSING CORNER OF LOT 4 (SW) PER DEED. TO BETTER MATCH FOUND ANCIENT MONUMENTS, PRORATION WAS NOT PERFORMED ALONG PRESTON AVENUE.

LEGEND

- ☐ COMPUTED POINT-NOT SET
- ⊙ SET 5/8" DIAMETER REBAR, 24 INCHES IN LENGTH, WITH ALUMINUM CAP STAMPED PLS 20165 OR AS NOTED
- ⊕ FOUND MONUMENT SET IN CONCRETE STAMPED NEZ PERCE COUNTY AS NOTED (IN CITY MONUMENT CASE AT INTERSECTION PAVED STREET)
- AS NOTED
- (R) RECORD
- (M) MEASURED
- (S/B) SET BACK
- ① = BLOCK NUMBER
- MONUMENT LINE
- ADJOINING PROPERTY LINE
- SUBJECT PROPERTY LINE
- ROAD ACCESS EASEMENT
- WOOD FENCE
- CHAIN LINK FENCE
- PROPERTY ADDRESS

REFERENCES/NEZ PERCE COUNTY

- (R1) LEWISTON ORCHARDS TRACT 2 RECORDED MARCH 13, 1907 AS CAB-1 012A.
- (R2) QUIT CLAIM DEED RECORDED 10-8-2020 AS #881132.
- (R3) RECORD OF SURVEY BY PLS NO. 3420, RECORDED DECEMBER, 1979 AS #482843. SURVEYOR: LEONARD VAN DYKE.

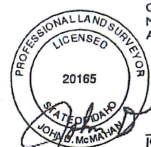
AREA OF LOTS (1,2,3 AND 4, BLOCK 1)

1.101 ACRES ZONING R2-A LOW DENSITY RESIDENTIAL

SURVEYORS NOTES

- WARNER AVENUE MONUMENTS WERE NEEDED TO RECOVER THE PARK AVENUE MONUMENTS WHICH WERE PAVED OVER.
- THIS PLAT, AT THE REQUEST OF RAINS RENTAL, L.L.C. WAS ESTABLISHED PER THE RECORDS LISTED AND BASED ON DATA FROM THE CITY OF LEWISTON AND NEZ PERCE COUNTY.
- LOTS ARE SUBJECT TO ALL MATTERS LISTED IN THE TITLE POLICY PROVIDED BY TITLE ONE FILE NUMBER 22452320 WITH AN EFFECTIVE DATE OF JUNE 22, 2022.
- LOTS ARE SUBJECT TO ALL CONDITIONS SET FORTH BY THE CITY OF LEWISTON PLANNING AND ZONING DEPARTMENT. CONFIRM CURRENT SETBACK INFORMATION PRIOR TO ANY DESIGN.
- SANITARY SEWER CONNECTION TO BE CITY OF LEWISTON EXISTING LINE ON 7TH STREET.
- WATER TO BE PROVIDED BY LEWISTON ORCHARDS IRRIGATION DISTRICT.
- ELECTRIC AND GAS TO BE PROVIDED BY AVISTA UTILITIES.
- FIBER OPTIC TO BE PROVIDED BY SPARKLIGHT.

I, JOHN D. MCMAHAN, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THE SURVEY OF THIS SUBDIVISION, DESIGNATED AS "THE RAINWOOD WEST ADDITION", WAS MADE UNDER MY DIRECTION, AND THAT SAID SUBDIVISION IS TRULY AND CORRECTLY SURVEYED AND STAKED AS PROVIDED BY LAW AND IN ACCORDANCE WITH THE ACCOMPANYING PLAT AS DESCRIBED HEREON.



JOHN D. MCMAHAN PLS. 20165 JULY 14, 2022

A SUBDIVISION PLAT OF THE RAINWOOD WEST ADDITION PART OF LOT 1, BLOCK 23 LEWISTON ORCHARDS TRACT NO. 2 A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 35 NORTH, RANGE 5 WEST, BOISE MERIDIAN, CITY OF LEWISTON, NEZ PERCE COUNTY, IDAHO

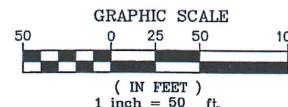
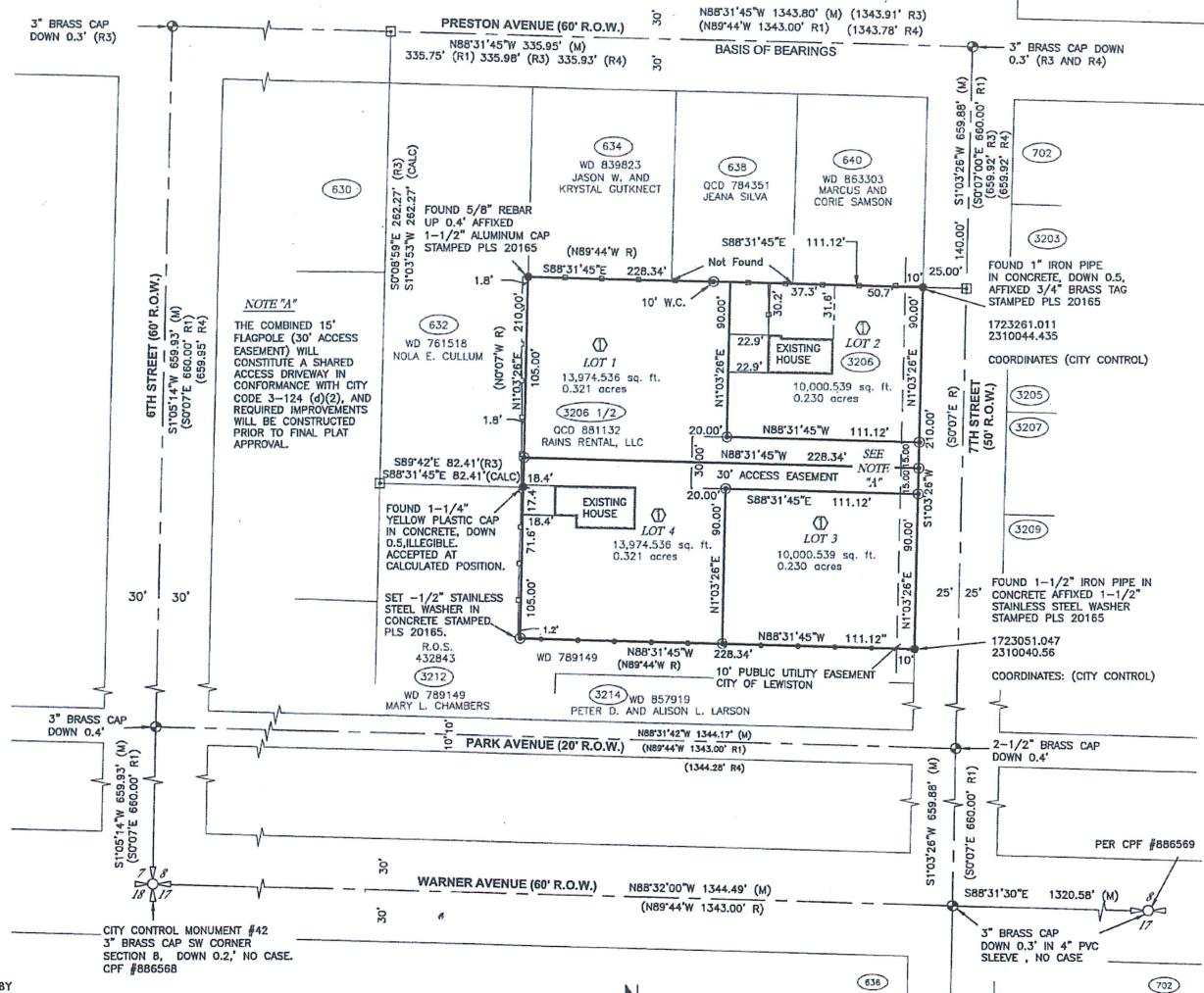
ACCURACY STATEMENT:

THIS SURVEY WAS PERFORMED USING A TRIMBLE R6-4 BASE, R10 ROVER GPS SYSTEM AND A TRIMBLE S6 ROBOTIC INSTRUMENT. CHECK SHOTS VERIFYING THE CITY CONTROL MONUMENTS WERE PERFORMED. DISTANCES SHOWN ARE U.S. SURVEY FEET, GROUND.

PRELIMINARY

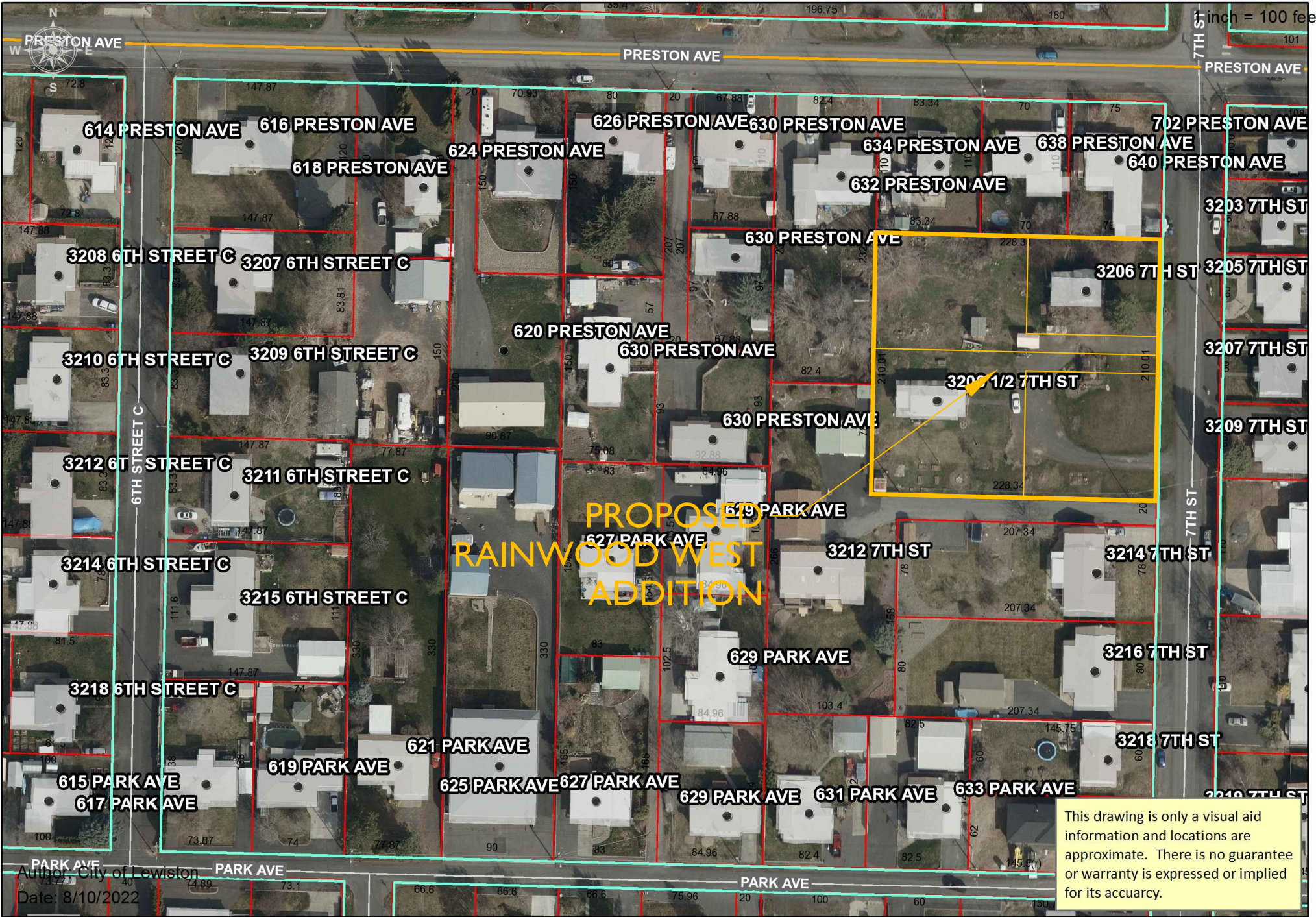
BASIS OF BEARINGS

IDAHO WEST ZONE 1103 STATE PLANE COORDINATE SYSTEM (CITY OF LEWISTON CONTROL NETWORK) SHOWN MEASURED BEARINGS ARE ROTATED 1°12'15" EAST (CLOCKWISE) FROM RECORD BEARINGS



T. 35 N., R. 5 E. 210 MAIN STREET-LEWISTON ID 83501		DRAWN BY: JDM	2 OF 2
SURVEYED BY: JDM		QUALITY CHECK: BHW	
DATE: 7-14-22		APP. NO. 120474	
SHEET 1 OF 2		CAD NO. 120-074 PLAT	

City of Lewiston



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

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

- I. **APPLICATION NUMBER:**
SUBP-26-0002
- II. **APPLICANT'S NAME AND ADDRESS:**
Joseph Hopkins
1513 Discovery Drive
Lewiston ID, 83501
- III. **IDENTIFICATION AND/OR LOCATION OF SUBJECT PROPERTY:**
1.10 Acres of land located at 3206 7th Street, Lewiston, Idaho.
- IV. **IDENTIFICATION OF ZONING DISTRICT AND FUTURE LAND USE DESIGNATION OF SUBJECT PROPERTY:**
Low Density Residential (R-2A) Zone, Neighborhood Residential
- V. **DATE OF CONSIDERATION:**
April 08, 2026
- VI. **NAME OF GOVERNING BODY:**
City of Lewiston Planning and Zoning Commission
- VII. **NATURE OF SUBJECT APPLICATION:**
Application for approval of subdivision preliminary plat.
- VIII. **DECISION:**
The Lewiston Planning and Zoning Commission recommends **APPROVAL** of SUBP-26-0002 (The Rainwood West Addition - Preliminary Plat).

IX. RELEVANT CONTESTED FACTS RELIED UPON:

The relevant contested facts relied upon are:

None.

X. RELEVANT CRITERIA AND STANDARDS:

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

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

The Rainwood West Addition preliminary plat proposes to subdivide approximately 1.10 acres of property located along the West side of the 3200 block of 7th Street, into 4 development lots. The property proposed for subdivision is currently occupied by two existing single family residences. The Developer intends to retain the two residences, and following the subdivision, the residences will occupy the proposed Lots 2 and 4, respectively. Lots 1 and 4 of the proposed subdivision will be configured utilizing the flag lot development standard defined in Section 37-124 of the City Zoning Ordinance. The flag lots will be accessed utilizing a private shared access driveway as allowed in Section 37-124(d)(2) of City Code. The shared access driveway will need to be constructed as indicated by City standard drawing 3-1, and approved by City staff prior to Council approval of the final plat. The Developer has proposed to construct 210 feet of curb, gutter and sidewalk with asphalt patch-back to satisfy frontage improvements along 7th Street.

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

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

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

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

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

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

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

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

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

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

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

The preliminary plat is presented at a scale of 50' to the inch when printed at full scale, which differs from the 100' to the inch standard specified in Section 32-20(a) of subdivision code. Because the 50' to 1" scale provides for better "clarity of lines, bearings, and dimensions" as specified in Title 50-1304 (1) of Idaho Code, City staff recommends that the 50' to 1" scale be accepted as exceeding the code requirement of the specified 100' to 1" scale. With the exception of the noted difference in scale, the preliminary plat complies with the applicable requirements of the City of Lewiston Subdivision Ordinance, City Code Chapter 32.20.

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

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

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

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

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

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

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

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

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

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

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

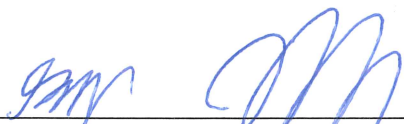
Not applicable.

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

Not applicable.

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

By:



Signature of Planning and Zoning Commission Chair or Vice Chair or Acting Chair

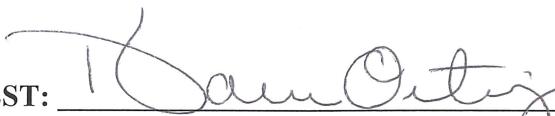
Printed:

Gabriel Jacoboni

Date of Signature:

4/8/2026

ATTEST:



Dawn Ortiz, Community Development Specialist

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

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

- I. **APPLICATION NUMBER:**
SUBP26-0002
- II. **APPLICANT'S NAME AND ADDRESS:**
Joseph Hopkins
1513 Discovery Drive
Lewiston ID, 83501
- III. **IDENTIFICATION AND/OR LOCATION OF SUBJECT PROPERTY:**
1.10 Acres of land located at 3206 7th Street, Lewiston, Idaho.
- IV. **IDENTIFICATION OF ZONING DISTRICT AND FUTURE LAND USE DESIGNATION OF SUBJECT PROPERTY:**
Low Density Residential (R-2A) Zone, Neighborhood Residential
- V. **DATE OF CONSIDERATION:**
April 27, 2026
- VI. **NAME OF GOVERNING BODY:**
Lewiston City Council
- VII. **NATURE OF SUBJECT APPLICATION:**
Application for approval of subdivision preliminary plat.
- VIII. **DECISION:**
The Lewiston City Council **APPROVES SUBP26-0002 (Rainwood West Addition - Preliminary Plat).**

IX. RELEVANT CONTESTED FACTS RELIED UPON:

The relevant contested facts relied upon are:

None.

X. RELEVANT CRITERIA AND STANDARDS:

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

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

The Rainwood West Addition preliminary plat proposes to subdivide approximately 1.10 acres of property located along the West side of the 3200 block of 7th Street, into 4 development lots. The property proposed for subdivision is currently occupied by two existing single family residences. The Developer intends to retain the two residences, and following the subdivision, the residences will occupy the proposed Lots 2 and 4, respectively. Lots 1 and 4 of the proposed subdivision will be configured utilizing the flag lot development standard defined in Section 37-124 of the City Zoning Ordinance. The flag lots will be accessed utilizing a private shared access driveway as allowed in Section 37-124(d)(2) of City Code. The shared access driveway will need to be constructed as indicated by City standard drawing 3-1, and approved by City staff prior to Council approval of the final plat. The Developer has proposed to construct 210 feet of curb, gutter and sidewalk with asphalt patch-back to satisfy frontage improvements along 7th Street.

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

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

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

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

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

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

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

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

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

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

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

The preliminary plat is presented at a scale of 50' to the inch when printed at full scale, which differs from the 100' to the inch standard specified in Section 32-20(a) of subdivision code. Because the 50' to 1" scale provides for better "clarity of lines, bearings, and dimensions" as specified in Title 50-1304 (1) of Idaho Code, City staff recommends that the 50' to 1" scale be accepted as exceeding the code requirement of the specified 100' to 1" scale. With the exception of the noted difference in scale, the preliminary plat complies with the applicable requirements of the City of Lewiston Subdivision Ordinance, City Code Chapter 32.20.

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

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

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

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

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

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

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

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

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

No new streets are proposed by the associated subdivision and all existing streets have been previously named and accepted by the City Council.

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

Not applicable.

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

Not applicable.

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

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

By: _____
Daniel G. Johnson, Mayor

Date of Signature: _____

ATTEST: _____
Tanya M. Brocke, City Clerk



CITY COUNCIL MEETING AGENDA ITEM SUMMARY

ITEM TITLE RESOLUTION 2026-18	AGENDA NO. VI. B. AGENDA DATE: April 27, 2026
ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.) The City of Lewiston is the recipient of funds from the Federal Transit Administration (FTA) Section 5307 formula grant program. Contract requirements include the provision of the annual adoption of the 2026 Certifications and Assurances consistent with federal law. The City has adopted these annually since receiving 5307 funding in 2003.	
BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources) Federal grant contract requirements of the Federal Transit Administration (FTA) include the annual adoption of the Certifications and Assurances for compliance with federal law and the FTA 2025 Master Agreement. In order to annually receive the City of Lewiston's 5307 fund allocation, the adoption of these Certifications and Assurances is necessary. Without the adoption, Transit will not receive federal grant funding. Note that are minimal changes from the 2025 version to the 2026 version of the Certifications and Assurances	
ACTION PROPOSED It is recommended that the Lewiston City Council approve Resolution 2025-28 adopting the Certifications and Assurances of the Federal Transit Administration for FY26.	

RESOLUTION 2026-18

A RESOLUTION APPROVING THE FEDERAL TRANSIT ADMINISTRATION FISCAL YEAR 2026 CERTIFICATIONS AND ASSURANCES

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

SECTION 1: The twenty (20) Federal Transit Administration Fiscal Year 2026 Certifications and Assurances, attached hereto and incorporated herein as Exhibit A, are hereby approved.

SECTION 2: The Mayor and City Attorney are hereby authorized to execute said Certifications and Assurances.

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

PASSED this _____ day of _____ 2026.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST: _____
Tanya M. Brocke, City Clerk

EXHIBIT A
to
Resolution 2026-18

Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision.

Text in italic is not part of a certification and is of no legal effect. Its purpose is to provide explanation and context for the certification.

CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.

All applicants must make the certifications in this category.

1.1. Standard Assurances.

The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
- (b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- (c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- (d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- (e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
- (f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:

- (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 CFR Part 21, including any amendments thereto;
 - (2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 CFR Part 25;
 - (3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.
 - (4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 CFR Part 27;
 - (5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;
 - (6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - (7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - (8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - (9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
 - (10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
 - (11) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- (g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“Uniform Act”) (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 CFR Part 24.
- (h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

- (i) Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction sub-agreements.
- (j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (k) Will comply with environmental standards which may be prescribed pursuant to the following:
 - (1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
 - (2) Notification of violating facilities pursuant to EO 11738;
 - (3) Protection of wetlands pursuant to EO 11990;
 - (4) Evaluation of flood hazards in floodplains in accordance with EO 11988;
 - (5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
 - (6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);
 - (7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
 - (8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93–205).
- (l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- (m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
- (n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- (o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

- (p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- (q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200, Subpart F, “Audit Requirements”, as adopted and implemented by U.S. DOT at 2 CFR Part 1201.
- (r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.
- (s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from:
 - (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procuring a commercial sex act during the period of time that the award is in effect; or
 - (3) Using forced labor in the performance of the award or subawards under the award.

1.2. Standard Assurances: Additional Assurances for Construction Projects.

This certification appears on the Office of Management and Budget’s standard form 424D “Assurances—Construction Programs” and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.
- (c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work confirms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

1.3. Procurement.

The Uniform Administrative Requirements, 2 CFR § 200.325, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews. Additionally, 2 CFR § 200.216(e) states that by accepting a grant, the recipient is certifying its compliance with that section (“Prohibition on certain telecommunications and video surveillance equipment or services”).

The applicant certifies that its procurement system complies with:

- (a) U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, particularly 2 CFR §§ 200.317–200.327 “Procurement Standards;
- (b) Federal laws, regulations, and requirements applicable to FTA procurements; and
- (c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.
- (d) 2 CFR § 200.216, “Prohibition on certain telecommunications and video surveillance equipment or services.”

1.4. Increased Micro-Purchase Threshold.

A recipient may establish a micro-purchase threshold that is higher than the Federal micro-purchase threshold. Pursuant to 2 CFR § 200.320(a)(1)(iv), the recipient may self-certify a micro-purchase threshold up to \$50,000. Pursuant to 2 CFR § 200.320(a)(1)(v), the recipient may set a micro-purchase threshold higher than \$50,000, but only with the approval of the recipient’s Federal cognizant agency for indirect costs. To determine an applicant’s cognizant agency for indirect costs, consult the definition of “cognizant agency for indirect costs” in 2 CFR § 200.1.

If the recipient uses a micro-purchase threshold that is higher than the Federal micro-purchase threshold, the recipient certifies:

- (a) The recipient’s micro-purchase threshold does not exceed \$50,000, or the recipient has approval from its Federal cognizant agency for indirect costs to use a higher micro-purchase threshold;
- (b) The recipient has a written justification for its micro-purchase threshold; and
- (c) The recipient has supporting documentation of any of the following:
 - (1) The recipient qualifies as a low-risk auditee, in accordance with the criteria in 2 CFR § 200.520 for the most recent audit;
 - (2) The recipient has an annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or

- (3) For public institutions, a higher threshold is consistent with State law.

1.5. Suspension and Debarment.

Pursuant to Executive Order 12549, as implemented at 2 CFR Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant's exclusion status. 2 CFR § 180.300. Additionally, each applicant must disclose any information required by 2 CFR § 180.335 about the applicant and the applicant's principals prior to entering into an award agreement with FTA. This certification serves both purposes.

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

- (a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;
- (b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;
- (c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification; and
- (d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

1.6. Lobbying.

If the applicant will apply for a grant or cooperative agreement exceeding \$100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, it must make the following certification and, if applicable, make a disclosure regarding the applicant's lobbying activities. This certification is required by 49 CFR § 20.110 and app. A to that part.

This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 CFR Part 20.

1.6.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.

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

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

1.6.2. Statement for Loan Guarantees and Loan Insurance.

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement 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 statement

shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

1.7. Real Property Use

This certification responds to Recommendation #7 in the U.S. Department of Transportation's Office of Inspector General Report FS2024025 (May 20, 2024).

If the applicant will use assistance provided by the Federal Transit Administration to acquire or improve real property, the applicant certifies that it will comply with the requirements of 2 CFR § 200.311, including but not limited to, requirements to use the property for the purposes authorized in its award, and to seek disposition instructions from FTA when the property no longer is needed for any authorized purpose.

CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS

This certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA's state safety oversight programs, and each State that is required to draft and certify a Public Transportation Agency Safety Plan on behalf of a Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) pursuant to 49 CFR § 673.11(d).

This certification is required by 49 U.S.C. § 5307(c)(1)(L), 49 U.S.C. § 5329(d)(1), and 49 CFR § 673.13. This certification is a condition of receipt of Urbanized Area Formula Grants Program (49 U.S.C. § 5307) funding.

This certification does not apply to any applicant that only receives financial assistance from FTA under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs, unless it operates a rail fixed guideway public transportation system.

If the applicant is an operator, the applicant certifies that it has established a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673; including, specifically, that the board of directors (or equivalent entity) of the applicant has approved, or, in the case of an applicant that will apply for assistance under 49 U.S.C. § 5307 that is serving an urbanized area with a population of 200,000 or more, the safety committee of the entity established under 49 U.S.C. § 5329(d)(5), followed by the board of directors (or equivalent entity) of the applicant has approved, the Public Transportation Agency Safety Plan or any updates thereto; and, for each recipient serving an urbanized area with a population of fewer than 200,000, that the Public Transportation Agency Safety Plan has been developed in cooperation with frontline employee representatives.

If the applicant is a State that drafts and certifies a Public Transportation Agency Safety Plan on behalf of a public transportation operator, the applicant certifies that:

- (a) It has drafted and certified a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673 for each Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) in the State, unless the Small Public Transportation Provider provided notification to the State that it was opting out of the State-drafted plan and drafting its own Public Transportation Agency Safety Plan; and
- (b) Each Small Public Transportation Provider within the State that opts to use a State-drafted Public Transportation Agency Safety Plan has a plan that has been approved by the provider's Accountable Executive (as that term is defined at 49 CFR § 673.5), Board of Directors or Equivalent Authority (as that term is defined at 49 CFR § 673.5), and, if the Small Public Transportation Provider serves an urbanized area with a population of 200,000 or more, the safety committee of the Small Public Transportation Provider established under 49 U.S.C. § 5329(d)(5).

CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.

If the applicant is a business association (regardless of for-profit, not for-profit, or tax-exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Consolidated Appropriations Act, 2026, Pub. L. 119-75, div. E, tit. VII §§ 744-745. U.S. DOT Order 4200.6 defines a "corporation" as "any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association", and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

- (a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

CATEGORY 4. PRIVATE SECTOR PROTECTIONS.

If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.

4.1. Charter Service Agreement.

To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 CFR § 604.4.

The applicant agrees that it, and each of its subrecipients, and third-party contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 CFR Part 604, the terms and conditions of which are incorporated herein by reference.

4.2. School Bus Agreement.

To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 CFR § 605.15.

- (a) If the applicant is not authorized by the FTA Administrator under 49 CFR § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
 - (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
 - (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
- (b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 CFR § 605.11, the applicant agrees as follows:
 - (1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.
 - (2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.

- (3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
- (4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

CATEGORY 5. TRANSIT ASSET MANAGEMENT PLAN.

If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).

The applicant certifies that it is in compliance with 49 CFR Part 625.

CATEGORY 6. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.

6.1. Rolling Stock Buy America Reviews.

If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 CFR § 663.7.

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 CFR Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 CFR Part 663.

6.2. Bus Testing.

If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 CFR § 665.7.

The applicant certifies that the bus was tested at the Bus Testing Facility established in accordance with 49 U.S.C. § 5318 (currently the Larson Transportation Institute's Bus Research and Testing Center at Pennsylvania State University) and that the bus received a passing test score as required by 49 CFR Part 665. The applicant has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

CATEGORY 7. URBANIZED AREA FORMULA GRANTS PROGRAM.

If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities;
- (c) Will maintain equipment and facilities in accordance with the applicant’s transit asset management plan;
- (d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—
 - (1) Senior;
 - (2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and
 - (3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);
- (e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);
- (f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);
- (g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);
- (h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);

- (i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;
- (j) Either—
 - (1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or
 - (2) Has decided that the expenditure for security projects is not necessary;
- (k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and
- (l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

CATEGORY 8. FORMULA GRANTS FOR RURAL AREAS.

If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5311(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).

- (a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—
 - (1) Provides a fair distribution of amounts in the State, including Indian reservations; and
 - (2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and
- (b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected

intercity bus service providers, and the intercity bus service needs of the State are being met adequately.

- (c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—
 - (1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and
 - (2) It has determined that otherwise eligible local transit needs are being addressed.

CATEGORY 9. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS PILOT PROGRAM.

If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act's Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
- (c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and
- (d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

CATEGORY 10. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.

If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants), subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 7 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants), subsection (b) (bus and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

Making this certification will incorporate by reference the applicable certifications in Category 7 or Category 8.

If the applicant will receive a competitive award under subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) related to zero emissions vehicles or related infrastructure, it must make the following certification. This certification is required by 49 U.S.C. § 5339(d).

The applicant will use 5 percent of grants related to zero emissions vehicles (as defined in 49 U.S.C. § 5339(c)(1)) or related infrastructure under 49 U.S.C. § 5339(b) or (c) to fund workforce development training as described in section 49 U.S.C. § 5314(b)(2) (including registered apprenticeships and other labor-management training programs) under the recipient's plan to address the impact of the transition to zero emission vehicles on the applicant's current workforce; or the applicant certifies a smaller percentage is necessary to carry out that plan.

CATEGORY 11. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 7 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 7, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 7 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.

In addition to the certification in Category 7, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).

The applicant certifies that:

- (a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;

- (b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;
- (c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and
- (d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

CATEGORY 12. STATE OF GOOD REPAIR GRANTS.

If the applicant will apply for an award under FTA's State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, the asset management certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4). The certification with regard to acquiring restricted rail rolling stock is required by 49 U.S.C. § 5323(u)(4). Note that this certification is not limited to the use of Federal funds.

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 CFR Part 625.

If the applicant operates a rail fixed guideway service, the applicant certifies that, in the fiscal year for which an award is available to the applicant under the State of Good Repair Grants Program, 49 U.S.C. § 5337, the applicant will not award any contract or subcontract for the procurement of rail rolling stock for use in public transportation with a rail rolling stock manufacturer described in 49 U.S.C. § 5323(u)(1).

CATEGORY 13. INFRASTRUCTURE FINANCE PROGRAMS.

If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act ("TIFIA") Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks ("SIB") Program (23 U.S.C. § 610), it must make the certifications in Category 7 for the Urbanized Area Formula Grants Program, Category 9 for the Fixed Guideway Capital Investment Grants program, and Category 12 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).

Making this certification will incorporate the certifications in Categories 7, 9, and 12 by reference.

CATEGORY 14. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If the applicant will apply for an award under FTA's Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 CFR § 655.83.

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA's regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 CFR Part 655.

CATEGORY 15. RAIL SAFETY TRAINING AND OVERSIGHT.

If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 CFR §§ 672.31 and 674.39.

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

- (a) Compliant with the requirements of 49 CFR Part 672, "Public Transportation Safety Certification Training Program"; and
- (b) Compliant with the requirements of 49 CFR Part 674, "State Safety Oversight".

CATEGORY 16. DEMAND RESPONSIVE SERVICE.

If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 CFR Part 37, it must make the following certification. This certification is required by 49 CFR § 37.77.

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

- (a) Response time;
- (b) Fares;
- (c) Geographic area of service;
- (d) Hours and days of service;

- (e) Restrictions or priorities based on trip purpose;
- (f) Availability of information and reservation capability; and
- (g) Any constraints on capacity or service availability.

CATEGORY 17. INTEREST AND FINANCING COSTS.

If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).

The applicant certifies that:

- (a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
- (b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

CATEGORY 18. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.

If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v). For information about standards or practices that may apply to a rail fixed guideway public transportation system, visit <https://www.nist.gov/cyberframework> and <https://www.cisa.gov/>.

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

CATEGORY 19. PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS FORMULA AND DISCRETIONARY PROGRAM (TRIBAL TRANSIT PROGRAMS).

Before FTA may provide Federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), the applicant

must select the Certifications in this Category, except as FTA determines otherwise in writing. Tribal Transit Program applicants may certify to this Category and Category 1 (Certifications and Assurances Required of Every Applicant) and need not make any other certification, to meet Tribal Transit Program certification requirements. If an applicant will apply for any program in addition to the Tribal Transit Program, additional certifications may be required.

FTA has established terms and conditions for Tribal Transit Program grants financed with Federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). The applicant certifies that:

- (a) It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
- (b) It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
- (c) It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR Part 625. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.
- (d) With respect to its procurement system:
 - (1) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, for Awards made on or after December 26, 2014,
 - (2) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” 49 CFR Part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or
 - (3) It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.
- (e) It will comply with the Certifications, Assurances, and Agreements in:
 - (1) Category 4.1 and 4.2 (Charter Service Agreement and School Bus Agreement),
 - (2) Category 5 (Transit Asset Management Plan),
 - (3) Category 6.1 and 6.2 (Rolling Stock Buy America Reviews and Bus Testing),
 - (4) Category 8 (Formula Grants for Rural Areas),
 - (5) Category 14 (Alcohol and Controlled Substances Testing), and
 - (6) Category 16 (Demand Responsive Service).

CATEGORY 20. EMERGENCY RELIEF PROGRAM.

An applicant to the Public Transportation Emergency Relief Program, 49 U.S.C. § 5324, must make the following certification. The certification is required by 49 U.S.C. § 5324(f) and must be made before the applicant can receive a grant under the Emergency Relief program.

The applicant certifies that the applicant has insurance required under State law for all structures related to the emergency relief program grant application.

**FEDERAL FISCAL YEAR 2026 CERTIFICATIONS AND ASSURANCES FOR FTA
ASSISTANCE PROGRAMS**

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: _____

The Applicant certifies to the applicable provisions of all categories: (*check here*) _____.

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

Category	Certification
01 Certifications and Assurances Required of Every Applicant	_____
02 Public Transportation Agency Safety Plans	_____
03 Tax Liability and Felony Convictions	_____
04 Private Sector Protections	_____
05 Transit Asset Management Plan	_____
06 Rolling Stock Buy America Reviews and Bus Testing	_____
07 Urbanized Area Formula Grants Program	_____
08 Formula Grants for Rural Areas	_____
09 Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	_____
10 Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	_____
11 Enhanced Mobility of Seniors and Individuals with Disabilities Programs	_____

- | | | |
|----|---|--|
| 12 | State of Good Repair Grants | |
| 13 | Infrastructure Finance Programs | |
| 14 | Alcohol and Controlled Substances Testing | |
| 15 | Rail Safety Training and Oversight | |
| 16 | Demand Responsive Service | |
| 17 | Interest and Financing Costs | |
| 18 | Cybersecurity Certification for Rail Rolling Stock and Operations | |
| 19 | Tribal Transit Programs | |
| 20 | Emergency Relief Program | |

CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

AFFIRMATION OF APPLICANT

Name of the Applicant: _____

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in the federal fiscal year, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

The Certifications and Assurances the Applicant selects apply to each Award for which it now seeks, or may seek in the future, of federal assistance to be awarded by FTA during the federal fiscal year.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature _____ Date: _____

Name _____ Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): _____

As the undersigned Attorney for the above-named Applicant, I hereby affirm the Applicant has the authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature _____ Date: _____

Name _____ Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.



CITY COUNCIL MEETING AGENDA ITEM SUMMARY

ITEM TITLE RESOLUTION 2026-13	AGENDA NO. VI. C. AGENDA DATE: April 27, 2026
ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.) The State of Idaho established a coordinated hazardous materials response system in 1991 through the Idaho Hazardous Substance Response Act to support local jurisdictions in responding to incidents that threaten public health, safety, and the environment. The City of Lewiston has participated in this system since the early 1990s and has served as the host agency for the Region 2 Response Team since at least 1994. The proposed Interagency Agreement formalizes the City's role as the host agency for the Region 2 Type IV Hazardous Substance Emergency Response Team. Under this agreement, the City is designated as the local emergency response authority for hazardous substance incidents within its region and may be requested to respond statewide as needed. The agreement establishes a three-year term with automatic renewal provisions and outlines operational expectations, including staffing, training, response performance standards, and documentation requirements. These include maintaining a trained team roster, meeting response benchmarks, and complying with applicable medical and training standards, such as NFPA 1582 and OSHA requirements. The accompanying Equipment Funding Agreement provides state and federally supported funding for hazardous materials response equipment. Equipment purchased under this agreement is owned and maintained by the City, but may be reassigned by the State if the City is no longer designated as a regional response team. The Regional Response Team program provides significant benefit to the City of Lewiston. Approximately \$3 million in specialized equipment is located locally and has been provided through state and federal funding. Training and operational readiness are supported through state programs and grants, and eligible costs associated with state-authorized deployments may be reimbursed. This program allows the City to maintain a level of hazardous materials response capability that would not be feasible to fund independently. Hazardous materials incidents in the region are low-frequency but high-consequence events, particularly along transportation corridors and within industrial settings. The transition to a Type IV response model reflects a right-sized approach that emphasizes rapid assessment, technical expertise, and coordination with higher-level resources, while reducing long-term	

staffing and cost burdens.

Approval of Resolution 2026-13 authorizes the Mayor and Fire Chief to execute the agreements on behalf of the City, thereby continuing Lewiston's participation in the regional hazardous materials response system.

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

Participation in the Regional Response Team program provides both direct and indirect financial benefits to the City of Lewiston.

- Since 1994, the City has received approximately \$3 million in hazardous materials response equipment, including specialized response vehicles, trailers for mass decontamination, waterway containment and bombing equipment, breathing air cascade systems, and associated detection, communication, and personal protective equipment.
- Continued participation allows the City to retain and utilize these assets locally.
- The proposed FY2026 funding agreement includes \$500,000 in additional state-supported funding to replace a response vehicle and update equipment.
- The program provides cost-sharing and reimbursement opportunities for:
 - State-authorized incident response
 - Required physical examinations (NFPA 1582 / OSHA compliance)
 - Training and operational readiness activities

The City is responsible for ongoing maintenance, staffing, and compliance with program requirements. However, participation significantly reduces the need for local funding of specialized equipment and training for low-frequency, high-risk hazardous materials incidents.

If the City were not to participate in this program, it would need to return IOEM equipment and either assume the cost of maintaining this capability independently or accept a reduced level of hazardous materials response capability.

Funding provided through the agreements is contingent upon legislative appropriation and availability of grant funding.

ACTION PROPOSED

Staff recommends approval of Resolution 2026-13.

INTERAGENCY AGREEMENT
TO ESTABLISH THE REGION 2 TYPE IV IDAHO
HAZARDOUS SUBSTANCE EMERGENCY RESPONSE
TEAM
BY AND BETWEEN
THE STATE OF IDAHO MILITARY DIVISION
AND
CITY OF LEWISTON

INTERAGENCY AGREEMENT TO ESTABLISH THE IDAHO HAZARDOUS SUBSTANCE
EMERGENCY RESPONSE TEAM

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THIS AGREEMENT (the "Agreement") is entered into and effective _____, 202__, by and between and the State of Idaho Military Division, by and through the Idaho Office of Emergency Management (the "Military Division"); and the City of Lewiston, a municipal corporation or a fire district organized under the laws of the State of Idaho (the "Host Agency"). The Military Division and Host Agency Service Provider and Client are each sometimes herein referred to as a "Party," and collectively as the "Parties."

RECITALS

A. The Parties have authority pursuant to Idaho Code § 67-2332 to enter into interagency contracts to perform any governmental service, activity or undertaking which the Parties are authorized by law to perform, including services, supplies, and capital equipment.

B. The Idaho Hazardous Substance Response Act, Idaho Code §§ 39-7101 through 39-7115 (the "Act"), grants specific authority for response to hazardous substance incidents.

C. Pursuant to Idaho Code § 39-7104(1), the Military Division has the responsibility of effectuating the purposes of the Act for the State of Idaho.

D. Idaho Code § 39-7104(1)(b) provides that the Military Division may establish and implement state emergency hazardous substance response teams that have appropriately trained personnel and necessary equipment to respond to hazardous substance incidents on a regional and/or statewide basis.

E. Host Agency has been designated pursuant to Idaho Code § 39-7105(2) to be the local emergency response authority to respond to hazardous substance incidents within its local jurisdiction and is further capable of planning for and responding to hazardous substance incidents within its regional jurisdiction and on a statewide basis.

F. The Parties desire to enter into this Agreement for the establishment of a state emergency response team that will primarily respond to hazardous substance incidents within its designated region and also on a statewide basis as required.

NOW, THEREFORE, in consideration of the foregoing recitals, purposes, and considerations, the Parties covenant and agree as follows:

INTERAGENCY AGREEMENT TO ESTABLISH THE IDAHO HAZARDOUS SUBSTANCE EMERGENCY RESPONSE TEAM

Article 1 Definitions

As used herein, the following terms, phrases and words shall have the following designated meanings:

- 1.1 Active Roster** shall mean those members who have met all training, or are in training, and physical requirements to serve as a Hazardous Materials Technician on the Region 2 Response Team.
- 1.2 Emergency** shall mean the release or threat of release that threatens immediate harm to the environment or the health and safety of any individual and that requires immediate action for the containment or control of a hazardous or potentially hazardous substance to prevent, minimize or mitigate harm to the public health, safety or the environment which may result if action is not taken.
- 1.3 Equipment** shall mean all apparatus, equipment, tools, furnishings, supplies and other items of tangible personal property provided or funded by or through the Military Division necessary to support the Region 2 Response Team regardless of the per unit price of that item.
- 1.3.1 Capital Equipment** shall mean all non-consumable apparatus, equipment, tools, furnishing and other items of tangible personal property provided or funded by or through the Military Division to support the Region 2 Response Team with a per unit price valued in excess of \$5,000 per item.
- 1.4 Fire Service Organization (FSO)** shall mean a governmental fire protection agency, fire protection district, or fire protection association established pursuant to Idaho Code § 50- 309 or Idaho Code § 31-1401.
- 1.5 Hazardous Substance Incident** for purposes of this Agreement only shall mean an emergency circumstance or incident referenced within the Idaho Hazardous Materials and Weapons of Mass Destruction Incident Command and Response Plan and as defined in Idaho Code § 39-7103(2) requiring a response by the Region 2 Response Team to monitor, assess and evaluate a release or threat of a release of a hazardous or potentially hazardous substance. A hazardous substance Incident may require containment or confinement or both but does not include site cleanup or remediation efforts after the incident commander has determined the emergency has ended.

INTERAGENCY AGREEMENT TO ESTABLISH THE IDAHO HAZARDOUS SUBSTANCE
EMERGENCY RESPONSE TEAM

- 1.6 Hazardous Substance** shall mean any hazardous substance, known or suspected, as defined in Idaho Code § 39-7103(3).
- 1.7 Joint Advisory Group** shall mean the advisory board established between the Idaho Fire Chiefs Association (IFCA) and the Military Division which is tasked with administrative oversight duties involving state emergency response teams.
- 1.8 Region 2** shall mean the area and communities that reside within the boundaries of District(s) 2 as identified in the Idaho Emergency Response Team Hazmat Operations Plan.
- 1.9 Region 2 Response Team** shall mean the state hazardous substance emergency response team created and implemented pursuant to this Agreement as authorized by Idaho Code 39-7104(1)(b).
- 1.10 Training** shall mean Region 2 Response Team's hazardous materials training that shall follow established standards for Hazardous Materials Technician Level in accordance with the objectives specified in the NFPA 470 Standards and 29 CFR, OSHA 1910.120, and 40 CFR EPA 311.
- 1.11 Type II Response Team** shall mean a state hazardous substance emergency response team with the capability to deploy eight (8) members including a team lead that has the capabilities to identify and deal with unknown and all hazardous substances.
- 1.12 Type IV Response Team** shall mean a state hazardous substance emergency response team with the capability to provide control measures, advanced reconnaissance, and subject matter expertise particularly in rural areas or communities with limited hazardous materials response capability.

Article 2 Term and Termination

2.1 Term

This Agreement shall be in effect for a period of thirty-six (36) months effective _____, 2025 through _____, 2028. It is the intent of the Parties that this Agreement shall be reviewed by the Parties prior to expiration of the term for purposes of determining whether to further renew (including any necessary changes) or terminate the Agreement at the conclusion of the term. Notwithstanding the foregoing, unless otherwise terminated prior to expiration of the term, this Agreement shall automatically renew for an additional thirty-six (36) month term.

INTERAGENCY AGREEMENT TO ESTABLISH THE IDAHO HAZARDOUS SUBSTANCE EMERGENCY RESPONSE TEAM

2.2 Termination

Either Party may terminate this Agreement with or without cause, by providing the other Party with one hundred eighty (180) days' prior written notice. If this Agreement is terminated, Host Agency shall have no right to further reimbursement pursuant to this Agreement.

Article 3 Obligations of the Parties

3.1 Establishment of Team

1. Host Agency shall establish and implement the Region 2 Response Team with the primary duty and responsibility to respond to hazardous substance incidents in Region 2 in accordance with the terms of this Agreement. The Region 2 Response Team shall be a Type IV Response Team. The Region 2 Response Team shall respond to hazardous substance incidents on a statewide basis as required.

2. The Host Agency shall keep maintenance, repair, and inventory records for all equipment provided or funded by or through the Military Division, as well as maintain all training and competency records for the Region 2 Response Team. The Host Agency must notify the Military Division if at any time the Region 2 Response Team is unable to deploy due to lack of qualified members or mechanical failure of critical equipment.

3.2 Funding by Military Division

The Idaho Military Division shall provide the Host Agency with the necessary funding for equipment and training as defined by this Agreement to enable the Region 2 Response Team to respond individually or in concert to a designated hazardous substance incident. Notwithstanding the foregoing, the funding for equipment, training, and non-reimbursable costs provided will be based upon legislative appropriation and/or grant funds and is contingent upon legislative appropriation and / or the availability of grant funds.

3.3 Joint Advisory Group

The Parties agree to cooperate with the Joint Advisory Group per the Memorandum of Understanding between the Idaho Military Division and the Idaho Fire Chiefs Association.

3.4 Capital Equipment

Capital equipment shall be owned by the Host Agency. If either Party terminates this Agreement, possession and title to the capital equipment (including any replacement capital equipment) shall be transferred to the Military Division or its designee for program reallocation. The Parties acknowledge that, pursuant to separate agreement, the Military Division has or may be granted a lien on titled capital equipment provided or funded by or through the Military Division. With respect to the capital equipment, the Host Agency shall:

1. Be responsible for licensing and registration of the capital equipment (as applicable).
2. Maintain the capital equipment in good condition, ordinary wear and tear expected.
3. Be responsible for all maintenance and repairs.
4. Insure the capital equipment covering comprehensive fire, theft and collision.
5. Permit the Military Division to inspect the capital equipment at all reasonable times, upon prior notice to Host Agency.
6. Keep the capital equipment free from any liens and encumbrances, except for any lien of the Military Division.
7. Be responsible for any damage to the capital equipment caused by Host Agency's negligence or misuse of same.
8. Only use the capital equipment for training, hazardous substance incidents in its capacity as the Region 2 Response Team, or hazardous substance incident response within its own jurisdiction. At its discretion, the Military Division may grant Host Agency permission to use capital equipment for another purpose on a per-instance-basis.

3.5 Ownership of Non-Capital Equipment

Non-capital equipment, provided by or funded by or through the Military Division, shall be owned by the Host Agency. Non-capital equipment purchased by the Host Agency shall be owned by the Host Agency.

3.6 Reimbursement

Host Agency shall obtain reimbursement in accordance with this Agreement and the Act. Nothing in this Agreement, however, should be read as obligating the Military Division or the State of Idaho to provide reimbursement for responses to hazardous substance incidents in excess of that permitted by the Act.

3.6.1 Reimbursement for Incident Deployment

In accordance with Idaho Code § 39-7109, Host Agency may request no later than sixty (60) days from the close of the hazardous substance incident's emergency phase, reimbursement for direct costs, including, without limitation: personnel and mileage reimbursement; post-exposure physicals to members of the Region 2 Response Team who respond to a hazardous substance incident and, as a result, were exposed to hazardous substances above permissible exposure or who develop signs or symptoms consistent with exposure to a hazardous substance; repairs of equipment; and replacement of equipment destroyed or rendered unusable, which are incurred as a direct result of response to any hazardous substance incident. With each reimbursement request, the Host Agency shall detail any equipment requiring replacement. Replacement of equipment shall be at the sole discretion of the Military Division and shall take place after the Military Division has determined that the condition of such equipment requires replacement, and that replacement was directly caused by a response to a hazardous substance incident. The Military Division shall seek reimbursement from the party responsible for the hazardous substance incident in the manner set forth in the Act. In cases in which timely payment is not received from a responsible party, the Military Division shall recommend reimbursement to the Board of Examiners as provided in Idaho Code § 39-7110. Payments received from the Board of Examiners shall be used to replace any equipment destroyed or rendered unusable.

3.6.2 Standard Reimbursement Methodology for Personnel

The reimbursement methodology described below for personnel related costs ensures uniform and fair compensation for deployed personnel and administrative processing while maintaining accountability and compliance with State of Idaho auditing requirements.

1. Personnel costs for State of Idaho requested and approved hazardous substance incident deployment of the Region 2 Response Team shall be reimbursed based on the following:
 - a. Deployed members shall be reimbursed based on their fully loaded hourly rate of pay.
 - b. In addition to the hourly rate, a ten percent (10%) hazard pay shall be applied to the base hourly rate for all hours while deployed.
 - c. If the deployment moves a member into an overtime status for the workweek (based on department policies), the reimbursement rate shall be one and one-half (1.5) times the fully loaded hourly rate plus the ten percent (10%) hazard pay per hour, for all hours deployed.
2. The timeframe for the personnel costs set forth in subsection 1 above that are eligible for reimbursement will be based on the following:
 - a. Reimbursement begins when the deployed members leave their station in response to the deployment request.
 - b. Reimbursement continues until the mission is complete, and the deployed members arrive back at their station.
 - c. An additional one (1) hour of reimbursement will be provided for cleanup and decontamination activities.
3. Administrative fees eligible for reimbursement will be based on the following:
 - a. The Host Agency may seek reimbursement for actual and documented administrative costs associated with preparation and submission of the reimbursement request, provided that such administrative costs shall in no event exceed than 10% of the total reimbursement request.
 - b. Administrative costs must be based on the fully loaded hourly rate of the individual responsible for completing the required reimbursement request.
4. Record-keeping and auditing requirements for cost reimbursement will be based on the following:

INTERAGENCY AGREEMENT TO ESTABLISH THE IDAHO HAZARDOUS SUBSTANCE
EMERGENCY RESPONSE TEAM

- a. Host Agency will provide departmental pay policy applicable to the Region 2 Response Team to the Military Division by January 1 of each year.
- b. All reimbursement requests must be supported by detailed timecards and associated records.
- c. The Host Agency on behalf of the Region 2 Response Team must retain all reimbursement-related records for a period of three (3) years.
- d. The Military Division reserves the right to audit reimbursement requests within this three (3) year period.

3.6.3 Reimbursement through Civil Action

The Host Agency may submit a request for reimbursement to the Military Division for costs associated with responding to an incident but not reimbursable by this Agreement under the provisions of chapter 71, of title 39, Idaho Code. Pursuant to the provisions of Idaho Code § 39-7112(4), the Attorney General's Office may, at the request of the Host Agency commence a civil action on the behalf of the Host Agency to recover expenses from the party responsible for the hazardous substance incident.

3.7 Training

3.7.1 Required Training

The Military Division shall provide initial and annual refresher training in accordance with NFPA 472 and 29 C.F.R § 1910.120 to rostered members assigned to the Region 2 Response Team. Rostered members for purposes of this section shall be designated as Hazardous Materials Technicians, as defined in NFPA 472 and 29 C.F.R § 1910.120, or team members in training. The Host Agency shall be responsible for certifying the annual competency of its team members.

3.7.2 Training Records

Host Agency shall maintain training records for the Region 2 Response Team and provide documentation validating team and/or team member compliance to the Military Division no later than March 15th of each year.

3.7.3 Training Drills and Exercises

Members of the Region 2 Response Team may participate in local and/or regional hazardous substance emergency drills and exercises upon request. Host Agency shall coordinate with the Military Division for requested local and/or regional training exercises. Requests may include operations and/or awareness level training for local first responders. The Region 2 Response Team shall also provide emergency response information as requested by local emergency planning committees.

3.7.4 Reimbursement for Training, Drills and Exercises

Host Agency may request funding on behalf of the Region 2 Response Team, for costs associated with initial and annual refresher training pre-approved by the Military Division. Additionally, the Host Agency may, on behalf of the Region 2 Idaho Emergency Response Team, request funding for pre-approved training drills, exercises, conferences and/or annual meetings necessary to maintain proficiency and effectiveness.

3.8 Medical Surveillance and Physical Examinations for Response Personnel

The Host Agency shall provide initial baseline and annual physicals for the rostered members of the Region 2 Response Team necessary to comply with standards established within NFPA 1582 and 29 CFR 1910.120 (f). Host Agency may request reimbursement from the Military Division for initial and annual required physical examinations completed by rostered members of the Region 2 Response Team that meet NFPA 1582 and 29 C.F.R § 1910.120. Maximum actual cost shall be no more than the allowable found in the Idaho Emergency Response Team Hazmat Operations Plan. The Host Agency shall further provide post-exposure physicals to members of the Region 2 Response Team who respond to a hazardous substance incident and, as a result, were exposed to hazardous substances above permissible exposure limits or who develop signs or symptoms consistent with exposure to a hazardous substance. The Host Agency shall also provide post hazardous substance incident medical surveillance of members who are assigned to the Region 2 Response Team who were exposed to a hazardous substance during a hazardous substance incident.

3.9 Response Requirements

1. The Region 2 Response Team will respond to a hazardous substance incident promptly with on-duty and/or off-duty Hazardous Materials Technicians. The

Region 2 Response Team should have members responding with apparatus within 30 minutes from the time a response is authorized for a Level 2 or Level 3 hazardous substance incident (as defined in the Idaho Hazardous Materials and Weapons of Mass Destruction Incident Command and Response Plan), 90% of the time. Hazardous substance incidents requiring a full response (as defined below) will require a minimum of eight Hazardous Materials Technicians to be enroute within 60 minutes, 90% of the time. Team members in training may be counted toward a team response. The Region 2 Response Team may be requested to respond to hazardous substance incidents outside of Region 2. The Region 2 Response Team will cultivate and maintain effective relationships with other state emergency response teams, community partners, as well as local public safety and public health agencies to ensure collaboration before, during, and after a response. Type II Response Teams will be authorized to support Type IV Response Teams. Delayed responses will be reviewed by Joint Advisory Group for discussion, guidance and recommendations. For purposes of this Agreement, a full response is a hazardous substances incident that would require filling all roles within an emergency response team to include:

Haz Mat Group Supervisor

Assistant Safety Officer

Research/Science Officer

Intervention Leader

Decontamination Leader

Decontamination Team*

Entry Team

Back Up Team

Rescue Team*

*(Rescue Team and Decontamination Team may be filled with mission specific operations personnel)

2. Hazardous substance incidents that exceed a single operational period will transition to industry standard work-to-rest standards.
3. The Host Agency, in the event of a local emergency or catastrophe, will be relieved from responding outside of its local jurisdiction limits as the Region 2 Response Team. In the event of such occurrence, the Host Agency must notify the Military Division as soon as possible.

INTERAGENCY AGREEMENT TO ESTABLISH THE IDAHO HAZARDOUS SUBSTANCE EMERGENCY RESPONSE TEAM

3.10 Command Structure

When responding to a hazardous substance incident, members of the Region 2 Response Team will operate within the incident command structure and serve under the command of the incident commander.

3.11 Compensation and Reimbursement for Response Team Personnel

When responding to a hazardous substance incident, the Region 2 Response Team members shall be paid by their actual employer. Reimbursement shall be paid to the Host Agency, on behalf of the Region 2 Response Team, as set forth in Section 3.6. The Host Agency will be responsible for reimbursement to employers of rostered team members not part of the Host Agency's organization. For purposes of workers' compensation coverage, members rostered on the Region 2 Response Team responding to a hazardous substance incident in capacity as the Region 2 Response Team pursuant to this Agreement shall be acting as agents of the State of Idaho.

3.12 Personnel Requirements

Type II Response Teams shall maintain an active roster of no less than 10 and no more than 30 team members per team, trained to the Hazardous Materials Technician level. Type IV Response Teams shall maintain an active roster of no less than 4 and no more than 10 members per team, trained to the Hazardous Materials Technician level. Additionally, the Region 2 Response Team must identify on their roster a Team Leader and Incident Safety Officer. A copy of this roster shall be provided electronically to the Military Division annually by the Host Agency no later than March 15th of each year. The Host Agency may fulfill this obligation to provide trained and rostered personnel by executing agreement(s) with other regional fire service or emergency services organizations to supplement the Region 2 Response Team. In the event two districts merge (for example, District 3 and District 4), the personnel requirements above shall double to ensure adequate response for simultaneous hazardous materials incidents.

Article 4 General Provisions

4.1 Entire Agreement

This Agreement constitutes and contains the entire agreement of the Parties and supersedes and merges all other prior understandings or agreements between the Parties, if any, whether oral or written.

INTERAGENCY AGREEMENT TO ESTABLISH THE IDAHO HAZARDOUS SUBSTANCE EMERGENCY RESPONSE TEAM

4.2 Performance

If a Party fails to exercise any rights or to insist that the other Party comply with any obligations, no such failure or insistence shall be a waiver of a right of a Party to demand strict compliance with each duty or obligation. No custom or practice of the Parties which varies from the terms of this Agreement shall constitute a waiver of the right of a Party to demand exact compliance. Waiver by one Party of any particular default by the other Party shall not affect or impair a Party's rights in connection with any subsequent default of the same or of a different nature, nor shall any delay or omission of a Party to exercise any rights arising from such a default affect or impair the rights of that Party as to such default or any subsequent default. All waivers of any duty or obligation by a Party must be expressed and evidenced in writing.

4.3 Severability

In the event any provision or section of this Agreement conflicts with applicable law, or is otherwise held to be unenforceable, the remaining provisions shall nevertheless be enforceable and carried into effect.

4.4 Additional Agreements

In the spirit of the Act, the Parties hereto agree to execute any other documents reasonably necessary to perform the intentions of this Agreement.

4.5 Dispute Resolution

If the Parties cannot reach an agreement and resolution of a dispute stemming from or about this Agreement, the Parties shall submit the issue to the Joint Advisory Group for review and non-binding recommendation regarding resolution. Thereafter, the Parties shall participate in mediation with a mutually acceptable mediator from a list of qualified mediators from the Clerk of the Idaho Supreme Court. Each Party shall alternatively strike one name from the list until such time that the Parties either agree or there is only one name remaining, in which case that person will be the mediator for the Parties. If Parties are still unable to resolve the matter, the method of binding resolution shall be by litigation in a court of competent jurisdiction.

4.6 Attorney Fees

In the event of any litigation commenced as a result of this Agreement, actions arising from any of the acts to be performed hereunder, or the alleged breach of this Agreement, the prevailing Party shall recover its costs and reasonable attorney fees.

4.7 Choice of Law/Venue

This Agreement shall be governed and interpreted by the laws of the State of Idaho. Venue for any proceeding related to this Agreement shall in Boise, Ada County Idaho, unless otherwise agreed to by the Parties.

4.8 Assignment and Subcontracting

Neither Party shall assign or transfer any interest or service or enter into any subcontracts for services included within this Agreement, without the prior written consent of the other Party.

4.9 Amendments, Alterations, and Modifications of this Agreement

No amendment, alteration, modification of this Agreement shall be effective unless made in writing and duly executed by both Parties hereto.

4.10 Force Majeure

Neither Party shall be liable for failure to perform its obligations under this Agreement due to events beyond its reasonable control, including, but not limited to, strikes, riots, wars, fires, acts of God, and acts in compliance with or required by any applicable law or regulation.

4.11 No Third-Party Beneficiaries

This Agreement is entered into solely for the benefit of the Parties hereto. Except as described herein, it shall confer no benefits, direct or indirect, on any third persons, including employees of the Parties. No other person or entity other than the Parties themselves may rely upon or enforce any provision of this Agreement. The decision to assert or waive any provision of this Agreement is solely that of the Parties.

4.12 Liability

Each Party to this Agreement shall be responsible for the conduct of its representatives, personnel, agents, officers, and employees as required by Idaho Law, except as otherwise specified within this Agreement. As public agencies, each Party recognizes that regardless of whether or not insurance is procured, or self-insurance is

adequately funded, each Party shall meet any third-party liability obligations which may arise out of performance of this Agreement. These principles shall apply to and govern the relationship between the Parties pursuant to this Agreement, notwithstanding the language of any policy of insurance procured by either Party during the course of performance of the Agreement. Notwithstanding anything contained herein to the contrary, the liability of each Party is at all times herein strictly limited and controlled by the provisions of the Idaho Tort Claims Act, as now or hereafter amended. Nothing herein shall be deemed a waiver of any privilege, immunity, protection or defense afforded to each Party, as political subdivisions of the State of Idaho, under the Idaho Constitution, the Idaho Tort Claims Act, or any other applicable law.

4.13 Notice

All notices given pursuant to this Agreement or contemplated under this Agreement shall be given by public or private courier service or by certified return receipt requested, postage prepaid, addressed to the proper Parties at the following addresses:

If to the Military Division: State of Idaho Military Division
 Office of Emergency Management
 4040 W. Guard St.
 Boise, ID 83705

If to Host Agency: Fire Chief
 City of Lewiston
 1134 F. Street
 PO Box 617
 Lewiston, ID 83501

Any notice will be deemed delivered on the earlier of (a) actual delivery or refusal, or (b) three (3) days after mailing by certified mail. Any Party may change the address or designee to whom the notices shall thereafter be given upon five (5) days' prior written notice to all other Parties in the manner set forth in this section.

4.14 Non-appropriations

4.14.1 Military Division

INTERAGENCY AGREEMENT TO ESTABLISH THE IDAHO HAZARDOUS SUBSTANCE
EMERGENCY RESPONSE TEAM

The Military Division is a government entity and it is understood and agreed that the Military Division's payments herein provided for shall be paid from Idaho State Legislative appropriations and/or other available federal sources, including federal grants. The Legislature is under no legal obligation to make appropriations to fulfill this Agreement. This Agreement shall in no way or manner be construed so as to bind or obligate the Military Division or the State of Idaho beyond the term of any particular appropriation of funds by the State's Legislature and/or award of federal funds as may exist from time to time, or beyond the term of any particular approval of spending authority of federal funds, as may exist from time to time. The Military Division reserves the right to terminate this Agreement in whole or in part (or any order placed under it) if, in its sole judgment, (i) the Legislature of the State of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the Military Division to continue such payments, or requires any return or "give-back" of funds required for the State to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending, or if funds are not budgeted or otherwise available, or if the Military Division discontinues or makes a material alteration of the program under which funds were provided, and/or (ii) if any applicable federal agency or entity, withdraws or freezes applicable federal funding or fails, neglects, or refuses to appropriate or provide sufficient funds as may be required to continue payments under the Agreement. The Military Division shall not be required to transfer funds between accounts if funds are reduced or unavailable. Further, in the event of any such termination, the Military Division shall not be liable for any penalty, expense, or liability, or for general, special, incidental, consequential, or other damages resulting therefrom.

4.14.2 Host Agency

Should the Host Agency's income or revenue become not available due to lack of appropriation, Host Agency may terminate this Agreement upon ninety (90) days' prior written notice to the Military Division (an "Event of Non-Appropriation"). In the event of termination upon ninety (90) days' notice, this Agreement shall terminate without penalty or expense to Host Agency, and Host Agency shall not be obligated to pay any further amounts, except that all amounts charged during the period this Agreement was in effect shall be paid as provided herein. Nothing in this Agreement is intended, nor shall anything be constructed or construed, to be an indebtedness or liability in violation of Article VIII, section 3 of the Idaho Constitution.

4.15 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original (including copies sent to a Party by facsimile or electronic transmission) as against the Party signing such counterpart, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have herein executed this Agreement and made it effective as hereinabove provided.

HOST AGENCY:

Printed Name _____
Signature _____
Title _____
Date _____

Elected Official's Name and Title

Printed Name _____
Signature _____
Title _____
Date _____

MILITARY DIVISION:

Printed Name _____
Signature _____
Title _____
Date _____

INTERAGENCY AGREEMENT TO ESTABLISH THE IDAHO HAZARDOUS SUBSTANCE
EMERGENCY RESPONSE TEAM

RESOLUTION 2026-13

A RESOLUTION APPROVING THE INTERAGENCY AGREEMENT TO ESTABLISH THE REGION 2 TYPE IV IDAHO HAZARDOUS SUBSTANCE EMERGENCY RESPONSE TEAM AGREEMENT AND REGIONAL RESPONSE TEAM EQUIPMENT FUNDING AGREEMENT WITH THE IDAHO MILITARY DIVISION

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

SECTION 1: That the Interagency Agreement to Establish the Region 2 Type IV Idaho Hazardous Substance Emergency Response Team by and between the State of Idaho Military Division and the City of Lewiston is hereby approved. A copy of said agreement is attached as Exhibit A and incorporated herein by reference.

SECTION 2: That the Regional Response Team Equipment Funding Agreement with the Idaho Military Division, acting through the Office of Emergency Management is hereby approved. A copy of said agreement is attached as Exhibit B and incorporated herein by reference.

SECTION 3: The Mayor and Fire Chief are hereby authorized to execute, respectively, said agreements 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 2026-13

INTERAGENCY AGREEMENT
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THIS AGREEMENT (the "Agreement") is entered into and effective _____, 202__, by and between and the State of Idaho Military Division, by and through the Idaho Office of Emergency Management (the "Military Division"); and the City of Lewiston, a municipal corporation or a fire district organized under the laws of the State of Idaho (the "Host Agency"). The Military Division and Host Agency Service Provider and Client are each sometimes herein referred to as a "Party," and collectively as the "Parties."

RECITALS

A. The Parties have authority pursuant to Idaho Code § 67-2332 to enter into interagency contracts to perform any governmental service, activity or undertaking which the Parties are authorized by law to perform, including services, supplies, and capital equipment.

B. The Idaho Hazardous Substance Response Act, Idaho Code §§ 39-7101 through 39-7115 (the "Act"), grants specific authority for response to hazardous substance incidents.

C. Pursuant to Idaho Code § 39-7104(1), the Military Division has the responsibility of effectuating the purposes of the Act for the State of Idaho.

D. Idaho Code § 39-7104(1)(b) provides that the Military Division may establish and implement state emergency hazardous substance response teams that have appropriately trained personnel and necessary equipment to respond to hazardous substance incidents on a regional and/or statewide basis.

E. Host Agency has been designated pursuant to Idaho Code § 39-7105(2) to be the local emergency response authority to respond to hazardous substance incidents within its local jurisdiction and is further capable of planning for and responding to hazardous substance incidents within its regional jurisdiction and on a statewide basis.

F. The Parties desire to enter into this Agreement for the establishment of a state emergency response team that will primarily respond to hazardous substance incidents within its designated region and also on a statewide basis as required.

NOW, THEREFORE, in consideration of the foregoing recitals, purposes, and considerations, the Parties covenant and agree as follows:

INTERAGENCY AGREEMENT TO ESTABLISH THE IDAHO HAZARDOUS SUBSTANCE EMERGENCY RESPONSE TEAM

Article 1 Definitions

As used herein, the following terms, phrases and words shall have the following designated meanings:

- 1.1 Active Roster** shall mean those members who have met all training, or are in training, and physical requirements to serve as a Hazardous Materials Technician on the Region 2 Response Team.
- 1.2 Emergency** shall mean the release or threat of release that threatens immediate harm to the environment or the health and safety of any individual and that requires immediate action for the containment or control of a hazardous or potentially hazardous substance to prevent, minimize or mitigate harm to the public health, safety or the environment which may result if action is not taken.
- 1.3 Equipment** shall mean all apparatus, equipment, tools, furnishings, supplies and other items of tangible personal property provided or funded by or through the Military Division necessary to support the Region 2 Response Team regardless of the per unit price of that item.
- 1.3.1 Capital Equipment** shall mean all non-consumable apparatus, equipment, tools, furnishing and other items of tangible personal property provided or funded by or through the Military Division to support the Region 2 Response Team with a per unit price valued in excess of \$5,000 per item.
- 1.4 Fire Service Organization (FSO)** shall mean a governmental fire protection agency, fire protection district, or fire protection association established pursuant to Idaho Code § 50- 309 or Idaho Code § 31-1401.
- 1.5 Hazardous Substance Incident** for purposes of this Agreement only shall mean an emergency circumstance or incident referenced within the Idaho Hazardous Materials and Weapons of Mass Destruction Incident Command and Response Plan and as defined in Idaho Code § 39-7103(2) requiring a response by the Region 2 Response Team to monitor, assess and evaluate a release or threat of a release of a hazardous or potentially hazardous substance. A hazardous substance Incident may require containment or confinement or both but does not include site cleanup or remediation efforts after the incident commander has determined the emergency has ended.

INTERAGENCY AGREEMENT TO ESTABLISH THE IDAHO HAZARDOUS SUBSTANCE
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- 1.6 Hazardous Substance** shall mean any hazardous substance, known or suspected, as defined in Idaho Code § 39-7103(3).
- 1.7 Joint Advisory Group** shall mean the advisory board established between the Idaho Fire Chiefs Association (IFCA) and the Military Division which is tasked with administrative oversight duties involving state emergency response teams.
- 1.8 Region 2** shall mean the area and communities that reside within the boundaries of District(s) 2 as identified in the Idaho Emergency Response Team Hazmat Operations Plan.
- 1.9 Region 2 Response Team** shall mean the state hazardous substance emergency response team created and implemented pursuant to this Agreement as authorized by Idaho Code 39-7104(1)(b).
- 1.10 Training** shall mean Region 2 Response Team's hazardous materials training that shall follow established standards for Hazardous Materials Technician Level in accordance with the objectives specified in the NFPA 470 Standards and 29 CFR, OSHA 1910.120, and 40 CFR EPA 311.
- 1.11 Type II Response Team** shall mean a state hazardous substance emergency response team with the capability to deploy eight (8) members including a team lead that has the capabilities to identify and deal with unknown and all hazardous substances.
- 1.12 Type IV Response Team** shall mean a state hazardous substance emergency response team with the capability to provide control measures, advanced reconnaissance, and subject matter expertise particularly in rural areas or communities with limited hazardous materials response capability.

Article 2 Term and Termination

2.1 Term

This Agreement shall be in effect for a period of thirty-six (36) months effective _____, 2025 through _____, 2028. It is the intent of the Parties that this Agreement shall be reviewed by the Parties prior to expiration of the term for purposes of determining whether to further renew (including any necessary changes) or terminate the Agreement at the conclusion of the term. Notwithstanding the foregoing, unless otherwise terminated prior to expiration of the term, this Agreement shall automatically renew for an additional thirty-six (36) month term.

INTERAGENCY AGREEMENT TO ESTABLISH THE IDAHO HAZARDOUS SUBSTANCE EMERGENCY RESPONSE TEAM

2.2 Termination

Either Party may terminate this Agreement with or without cause, by providing the other Party with one hundred eighty (180) days' prior written notice. If this Agreement is terminated, Host Agency shall have no right to further reimbursement pursuant to this Agreement.

Article 3 Obligations of the Parties

3.1 Establishment of Team

1. Host Agency shall establish and implement the Region 2 Response Team with the primary duty and responsibility to respond to hazardous substance incidents in Region 2 in accordance with the terms of this Agreement. The Region 2 Response Team shall be a Type IV Response Team. The Region 2 Response Team shall respond to hazardous substance incidents on a statewide basis as required.

2. The Host Agency shall keep maintenance, repair, and inventory records for all equipment provided or funded by or through the Military Division, as well as maintain all training and competency records for the Region 2 Response Team. The Host Agency must notify the Military Division if at any time the Region 2 Response Team is unable to deploy due to lack of qualified members or mechanical failure of critical equipment.

3.2 Funding by Military Division

The Idaho Military Division shall provide the Host Agency with the necessary funding for equipment and training as defined by this Agreement to enable the Region 2 Response Team to respond individually or in concert to a designated hazardous substance incident. Notwithstanding the foregoing, the funding for equipment, training, and non-reimbursable costs provided will be based upon legislative appropriation and/or grant funds and is contingent upon legislative appropriation and / or the availability of grant funds.

3.3 Joint Advisory Group

The Parties agree to cooperate with the Joint Advisory Group per the Memorandum of Understanding between the Idaho Military Division and the Idaho Fire Chiefs Association.

3.4 Capital Equipment

Capital equipment shall be owned by the Host Agency. If either Party terminates this Agreement, possession and title to the capital equipment (including any replacement capital equipment) shall be transferred to the Military Division or its designee for program reallocation. The Parties acknowledge that, pursuant to separate agreement, the Military Division has or may be granted a lien on titled capital equipment provided or funded by or through the Military Division. With respect to the capital equipment, the Host Agency shall:

1. Be responsible for licensing and registration of the capital equipment (as applicable).
2. Maintain the capital equipment in good condition, ordinary wear and tear expected.
3. Be responsible for all maintenance and repairs.
4. Insure the capital equipment covering comprehensive fire, theft and collision.
5. Permit the Military Division to inspect the capital equipment at all reasonable times, upon prior notice to Host Agency.
6. Keep the capital equipment free from any liens and encumbrances, except for any lien of the Military Division.
7. Be responsible for any damage to the capital equipment caused by Host Agency's negligence or misuse of same.
8. Only use the capital equipment for training, hazardous substance incidents in its capacity as the Region 2 Response Team, or hazardous substance incident response within its own jurisdiction. At its discretion, the Military Division may grant Host Agency permission to use capital equipment for another purpose on a per-instance-basis.

3.5 Ownership of Non-Capital Equipment

Non-capital equipment, provided by or funded by or through the Military Division, shall be owned by the Host Agency. Non-capital equipment purchased by the Host Agency shall be owned by the Host Agency.

3.6 Reimbursement

Host Agency shall obtain reimbursement in accordance with this Agreement and the Act. Nothing in this Agreement, however, should be read as obligating the Military Division or the State of Idaho to provide reimbursement for responses to hazardous substance incidents in excess of that permitted by the Act.

3.6.1 Reimbursement for Incident Deployment

In accordance with Idaho Code § 39-7109, Host Agency may request no later than sixty (60) days from the close of the hazardous substance incident's emergency phase, reimbursement for direct costs, including, without limitation: personnel and mileage reimbursement; post-exposure physicals to members of the Region 2 Response Team who respond to a hazardous substance incident and, as a result, were exposed to hazardous substances above permissible exposure or who develop signs or symptoms consistent with exposure to a hazardous substance; repairs of equipment; and replacement of equipment destroyed or rendered unusable, which are incurred as a direct result of response to any hazardous substance incident. With each reimbursement request, the Host Agency shall detail any equipment requiring replacement. Replacement of equipment shall be at the sole discretion of the Military Division and shall take place after the Military Division has determined that the condition of such equipment requires replacement, and that replacement was directly caused by a response to a hazardous substance incident. The Military Division shall seek reimbursement from the party responsible for the hazardous substance incident in the manner set forth in the Act. In cases in which timely payment is not received from a responsible party, the Military Division shall recommend reimbursement to the Board of Examiners as provided in Idaho Code § 39-7110. Payments received from the Board of Examiners shall be used to replace any equipment destroyed or rendered unusable.

3.6.2 Standard Reimbursement Methodology for Personnel

The reimbursement methodology described below for personnel related costs ensures uniform and fair compensation for deployed personnel and administrative processing while maintaining accountability and compliance with State of Idaho auditing requirements.

1. Personnel costs for State of Idaho requested and approved hazardous substance incident deployment of the Region 2 Response Team shall be reimbursed based on the following:
 - a. Deployed members shall be reimbursed based on their fully loaded hourly rate of pay.
 - b. In addition to the hourly rate, a ten percent (10%) hazard pay shall be applied to the base hourly rate for all hours while deployed.
 - c. If the deployment moves a member into an overtime status for the workweek (based on department policies), the reimbursement rate shall be one and one-half (1.5) times the fully loaded hourly rate plus the ten percent (10%) hazard pay per hour, for all hours deployed.
2. The timeframe for the personnel costs set forth in subsection 1 above that are eligible for reimbursement will be based on the following:
 - a. Reimbursement begins when the deployed members leave their station in response to the deployment request.
 - b. Reimbursement continues until the mission is complete, and the deployed members arrive back at their station.
 - c. An additional one (1) hour of reimbursement will be provided for cleanup and decontamination activities.
3. Administrative fees eligible for reimbursement will be based on the following:
 - a. The Host Agency may seek reimbursement for actual and documented administrative costs associated with preparation and submission of the reimbursement request, provided that such administrative costs shall in no event exceed than 10% of the total reimbursement request.
 - b. Administrative costs must be based on the fully loaded hourly rate of the individual responsible for completing the required reimbursement request.
4. Record-keeping and auditing requirements for cost reimbursement will be based on the following:

INTERAGENCY AGREEMENT TO ESTABLISH THE IDAHO HAZARDOUS SUBSTANCE
EMERGENCY RESPONSE TEAM

- a. Host Agency will provide departmental pay policy applicable to the Region 2 Response Team to the Military Division by January 1 of each year.
- b. All reimbursement requests must be supported by detailed timecards and associated records.
- c. The Host Agency on behalf of the Region 2 Response Team must retain all reimbursement-related records for a period of three (3) years.
- d. The Military Division reserves the right to audit reimbursement requests within this three (3) year period.

3.6.3 Reimbursement through Civil Action

The Host Agency may submit a request for reimbursement to the Military Division for costs associated with responding to an incident but not reimbursable by this Agreement under the provisions of chapter 71, of title 39, Idaho Code. Pursuant to the provisions of Idaho Code § 39-7112(4), the Attorney General's Office may, at the request of the Host Agency commence a civil action on the behalf of the Host Agency to recover expenses from the party responsible for the hazardous substance incident.

3.7 Training

3.7.1 Required Training

The Military Division shall provide initial and annual refresher training in accordance with NFPA 472 and 29 C.F.R § 1910.120 to rostered members assigned to the Region 2 Response Team. Rostered members for purposes of this section shall be designated as Hazardous Materials Technicians, as defined in NFPA 472 and 29 C.F.R § 1910.120, or team members in training. The Host Agency shall be responsible for certifying the annual competency of its team members.

3.7.2 Training Records

Host Agency shall maintain training records for the Region 2 Response Team and provide documentation validating team and/or team member compliance to the Military Division no later than March 15th of each year.

3.7.3 Training Drills and Exercises

Members of the Region 2 Response Team may participate in local and/or regional hazardous substance emergency drills and exercises upon request. Host Agency shall coordinate with the Military Division for requested local and/or regional training exercises. Requests may include operations and/or awareness level training for local first responders. The Region 2 Response Team shall also provide emergency response information as requested by local emergency planning committees.

3.7.4 Reimbursement for Training, Drills and Exercises

Host Agency may request funding on behalf of the Region 2 Response Team, for costs associated with initial and annual refresher training pre-approved by the Military Division. Additionally, the Host Agency may, on behalf of the Region 2 Idaho Emergency Response Team, request funding for pre-approved training drills, exercises, conferences and/or annual meetings necessary to maintain proficiency and effectiveness.

3.8 Medical Surveillance and Physical Examinations for Response Personnel

The Host Agency shall provide initial baseline and annual physicals for the rostered members of the Region 2 Response Team necessary to comply with standards established within NFPA 1582 and 29 CFR 1910.120 (f). Host Agency may request reimbursement from the Military Division for initial and annual required physical examinations completed by rostered members of the Region 2 Response Team that meet NFPA 1582 and 29 C.F.R § 1910.120. Maximum actual cost shall be no more than the allowable found in the Idaho Emergency Response Team Hazmat Operations Plan. The Host Agency shall further provide post-exposure physicals to members of the Region 2 Response Team who respond to a hazardous substance incident and, as a result, were exposed to hazardous substances above permissible exposure limits or who develop signs or symptoms consistent with exposure to a hazardous substance. The Host Agency shall also provide post hazardous substance incident medical surveillance of members who are assigned to the Region 2 Response Team who were exposed to a hazardous substance during a hazardous substance incident.

3.9 Response Requirements

1. The Region 2 Response Team will respond to a hazardous substance incident promptly with on-duty and/or off-duty Hazardous Materials Technicians. The

Region 2 Response Team should have members responding with apparatus within 30 minutes from the time a response is authorized for a Level 2 or Level 3 hazardous substance incident (as defined in the Idaho Hazardous Materials and Weapons of Mass Destruction Incident Command and Response Plan), 90% of the time. Hazardous substance incidents requiring a full response (as defined below) will require a minimum of eight Hazardous Materials Technicians to be enroute within 60 minutes, 90% of the time. Team members in training may be counted toward a team response. The Region 2 Response Team may be requested to respond to hazardous substance incidents outside of Region 2. The Region 2 Response Team will cultivate and maintain effective relationships with other state emergency response teams, community partners, as well as local public safety and public health agencies to ensure collaboration before, during, and after a response. Type II Response Teams will be authorized to support Type IV Response Teams. Delayed responses will be reviewed by Joint Advisory Group for discussion, guidance and recommendations. For purposes of this Agreement, a full response is a hazardous substances incident that would require filling all roles within an emergency response team to include:

Haz Mat Group Supervisor

Assistant Safety Officer

Research/Science Officer

Intervention Leader

Decontamination Leader

Decontamination Team*

Entry Team

Back Up Team

Rescue Team*

*(Rescue Team and Decontamination Team may be filled with mission specific operations personnel)

2. Hazardous substance incidents that exceed a single operational period will transition to industry standard work-to-rest standards.
3. The Host Agency, in the event of a local emergency or catastrophe, will be relieved from responding outside of its local jurisdiction limits as the Region 2 Response Team. In the event of such occurrence, the Host Agency must notify the Military Division as soon as possible.

INTERAGENCY AGREEMENT TO ESTABLISH THE IDAHO HAZARDOUS SUBSTANCE EMERGENCY RESPONSE TEAM

3.10 Command Structure

When responding to a hazardous substance incident, members of the Region 2 Response Team will operate within the incident command structure and serve under the command of the incident commander.

3.11 Compensation and Reimbursement for Response Team Personnel

When responding to a hazardous substance incident, the Region 2 Response Team members shall be paid by their actual employer. Reimbursement shall be paid to the Host Agency, on behalf of the Region 2 Response Team, as set forth in Section 3.6. The Host Agency will be responsible for reimbursement to employers of rostered team members not part of the Host Agency's organization. For purposes of workers' compensation coverage, members rostered on the Region 2 Response Team responding to a hazardous substance incident in capacity as the Region 2 Response Team pursuant to this Agreement shall be acting as agents of the State of Idaho.

3.12 Personnel Requirements

Type II Response Teams shall maintain an active roster of no less than 10 and no more than 30 team members per team, trained to the Hazardous Materials Technician level. Type IV Response Teams shall maintain an active roster of no less than 4 and no more than 10 members per team, trained to the Hazardous Materials Technician level. Additionally, the Region 2 Response Team must identify on their roster a Team Leader and Incident Safety Officer. A copy of this roster shall be provided electronically to the Military Division annually by the Host Agency no later than March 15th of each year. The Host Agency may fulfill this obligation to provide trained and rostered personnel by executing agreement(s) with other regional fire service or emergency services organizations to supplement the Region 2 Response Team. In the event two districts merge (for example, District 3 and District 4), the personnel requirements above shall double to ensure adequate response for simultaneous hazardous materials incidents.

Article 4 General Provisions

4.1 Entire Agreement

This Agreement constitutes and contains the entire agreement of the Parties and supersedes and merges all other prior understandings or agreements between the Parties, if any, whether oral or written.

INTERAGENCY AGREEMENT TO ESTABLISH THE IDAHO HAZARDOUS SUBSTANCE
EMERGENCY RESPONSE TEAM

4.2 Performance

If a Party fails to exercise any rights or to insist that the other Party comply with any obligations, no such failure or insistence shall be a waiver of a right of a Party to demand strict compliance with each duty or obligation. No custom or practice of the Parties which varies from the terms of this Agreement shall constitute a waiver of the right of a Party to demand exact compliance. Waiver by one Party of any particular default by the other Party shall not affect or impair a Party's rights in connection with any subsequent default of the same or of a different nature, nor shall any delay or omission of a Party to exercise any rights arising from such a default affect or impair the rights of that Party as to such default or any subsequent default. All waivers of any duty or obligation by a Party must be expressed and evidenced in writing.

4.3 Severability

In the event any provision or section of this Agreement conflicts with applicable law, or is otherwise held to be unenforceable, the remaining provisions shall nevertheless be enforceable and carried into effect.

4.4 Additional Agreements

In the spirit of the Act, the Parties hereto agree to execute any other documents reasonably necessary to perform the intentions of this Agreement.

4.5 Dispute Resolution

If the Parties cannot reach an agreement and resolution of a dispute stemming from or about this Agreement, the Parties shall submit the issue to the Joint Advisory Group for review and non-binding recommendation regarding resolution. Thereafter, the Parties shall participate in mediation with a mutually acceptable mediator from a list of qualified mediators from the Clerk of the Idaho Supreme Court. Each Party shall alternatively strike one name from the list until such time that the Parties either agree or there is only one name remaining, in which case that person will be the mediator for the Parties. If Parties are still unable to resolve the matter, the method of binding resolution shall be by litigation in a court of competent jurisdiction.

4.6 Attorney Fees

In the event of any litigation commenced as a result of this Agreement, actions arising from any of the acts to be performed hereunder, or the alleged breach of this Agreement, the prevailing Party shall recover its costs and reasonable attorney fees.

4.7 Choice of Law/Venue

This Agreement shall be governed and interpreted by the laws of the State of Idaho. Venue for any proceeding related to this Agreement shall in Boise, Ada County Idaho, unless otherwise agreed to by the Parties.

4.8 Assignment and Subcontracting

Neither Party shall assign or transfer any interest or service or enter into any subcontracts for services included within this Agreement, without the prior written consent of the other Party.

4.9 Amendments, Alterations, and Modifications of this Agreement

No amendment, alteration, modification of this Agreement shall be effective unless made in writing and duly executed by both Parties hereto.

4.10 Force Majeure

Neither Party shall be liable for failure to perform its obligations under this Agreement due to events beyond its reasonable control, including, but not limited to, strikes, riots, wars, fires, acts of God, and acts in compliance with or required by any applicable law or regulation.

4.11 No Third-Party Beneficiaries

This Agreement is entered into solely for the benefit of the Parties hereto. Except as described herein, it shall confer no benefits, direct or indirect, on any third persons, including employees of the Parties. No other person or entity other than the Parties themselves may rely upon or enforce any provision of this Agreement. The decision to assert or waive any provision of this Agreement is solely that of the Parties.

4.12 Liability

Each Party to this Agreement shall be responsible for the conduct of its representatives, personnel, agents, officers, and employees as required by Idaho Law, except as otherwise specified within this Agreement. As public agencies, each Party recognizes that regardless of whether or not insurance is procured, or self-insurance is

adequately funded, each Party shall meet any third-party liability obligations which may arise out of performance of this Agreement. These principles shall apply to and govern the relationship between the Parties pursuant to this Agreement, notwithstanding the language of any policy of insurance procured by either Party during the course of performance of the Agreement. Notwithstanding anything contained herein to the contrary, the liability of each Party is at all times herein strictly limited and controlled by the provisions of the Idaho Tort Claims Act, as now or hereafter amended. Nothing herein shall be deemed a waiver of any privilege, immunity, protection or defense afforded to each Party, as political subdivisions of the State of Idaho, under the Idaho Constitution, the Idaho Tort Claims Act, or any other applicable law.

4.13 Notice

All notices given pursuant to this Agreement or contemplated under this Agreement shall be given by public or private courier service or by certified return receipt requested, postage prepaid, addressed to the proper Parties at the following addresses:

If to the Military Division: State of Idaho Military Division
 Office of Emergency Management
 4040 W. Guard St.
 Boise, ID 83705

If to Host Agency: Fire Chief
 City of Lewiston
 1134 F. Street
 PO Box 617
 Lewiston, ID 83501

Any notice will be deemed delivered on the earlier of (a) actual delivery or refusal, or (b) three (3) days after mailing by certified mail. Any Party may change the address or designee to whom the notices shall thereafter be given upon five (5) days' prior written notice to all other Parties in the manner set forth in this section.

4.14 Non-appropriations

4.14.1 Military Division

INTERAGENCY AGREEMENT TO ESTABLISH THE IDAHO HAZARDOUS SUBSTANCE
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The Military Division is a government entity and it is understood and agreed that the Military Division's payments herein provided for shall be paid from Idaho State Legislative appropriations and/or other available federal sources, including federal grants. The Legislature is under no legal obligation to make appropriations to fulfill this Agreement. This Agreement shall in no way or manner be construed so as to bind or obligate the Military Division or the State of Idaho beyond the term of any particular appropriation of funds by the State's Legislature and/or award of federal funds as may exist from time to time, or beyond the term of any particular approval of spending authority of federal funds, as may exist from time to time. The Military Division reserves the right to terminate this Agreement in whole or in part (or any order placed under it) if, in its sole judgment, (i) the Legislature of the State of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the Military Division to continue such payments, or requires any return or "give-back" of funds required for the State to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending, or if funds are not budgeted or otherwise available, or if the Military Division discontinues or makes a material alteration of the program under which funds were provided, and/or (ii) if any applicable federal agency or entity, withdraws or freezes applicable federal funding or fails, neglects, or refuses to appropriate or provide sufficient funds as may be required to continue payments under the Agreement. The Military Division shall not be required to transfer funds between accounts if funds are reduced or unavailable. Further, in the event of any such termination, the Military Division shall not be liable for any penalty, expense, or liability, or for general, special, incidental, consequential, or other damages resulting therefrom.

4.14.2 Host Agency

Should the Host Agency's income or revenue become not available due to lack of appropriation, Host Agency may terminate this Agreement upon ninety (90) days' prior written notice to the Military Division (an "Event of Non-Appropriation"). In the event of termination upon ninety (90) days' notice, this Agreement shall terminate without penalty or expense to Host Agency, and Host Agency shall not be obligated to pay any further amounts, except that all amounts charged during the period this Agreement was in effect shall be paid as provided herein. Nothing in this Agreement is intended, nor shall anything be constructed or construed, to be an indebtedness or liability in violation of Article VIII, section 3 of the Idaho Constitution.

4.15 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original (including copies sent to a Party by facsimile or electronic transmission) as against the Party signing such counterpart, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have herein executed this Agreement and made it effective as hereinabove provided.

HOST AGENCY:

Printed Name _____

Signature _____

Title _____

Date _____

Elected Official's Name and Title

Printed Name _____

Signature _____

Title _____

Date _____

MILITARY DIVISION:

Printed Name _____

Signature _____

Title _____

Date _____

INTERAGENCY AGREEMENT TO ESTABLISH THE IDAHO HAZARDOUS SUBSTANCE
EMERGENCY RESPONSE TEAM

EXHIBIT B
to
Resolution 2025-15

REGIONAL RESPONSE TEAM EQUIPMENT FUNDING AGREEMENT

This Regional Response Team Equipment Funding Agreement (this “Agreement”) is effective as of the date of the last signature below by and between the State of Idaho Military Division, acting through the Office of Emergency Management (“IMD”); and City of Lewiston (“Subrecipient”). IMD and Subrecipient are each sometimes herein referred to as a “Party,” and collectively as the “Parties”.

RECITALS

- A. The Idaho Hazardous Substance Response Act, Idaho Code §§ 39-7101 through 39-7115 (the “Act”), grants specific authority for response to hazardous substances incidents and provides that IMD has the responsibility of effectuating the purposes of the Act for the State of Idaho.
- B. Idaho Code § 39-7104(1)(b) provides that IMD may establish and implement state emergency hazardous substance response teams to respond to hazardous substance incidents on a regional and/or statewide basis.
- C. Subrecipient has executed an agreement with IMD designating it as a regional hazardous substance response team.
- D. In 2025 pursuant to Senate Bill 1130, the State of Idaho Legislature appropriated \$8,600,000 to IMD to pass through to designated regional hazardous substance response teams to be used for the purpose of purchasing equipment to provide effective hazardous substance regional responses.

NOW THEREFORE, in order to meet the objectives described above and in consideration of the foregoing recitals, which are incorporated into this Agreement by this reference, and the mutual promises and covenants contained in this Agreement, the Parties agree as follows:

AGREEMENT

- 1. Funding Term. The funding under this Agreement shall be provided during State of Idaho Fiscal Year 2026 (i.e. July 1, 2025 through June 30, 2026).
- 2. Funding Allocation. Total funding allocation amounts are based on the typing of the regional response team and inventories of needed equipment.
- 3. Authorized Equipment. In assessing hazardous substance response in the State of Idaho, it is agreed that common equipment across all regional hazardous substance response teams is necessary for consistency and interoperability. Subrecipients may only purchase equipment designated or otherwise prior approved by IMD.
- 4. Procedure. Subrecipients will submit requests for funding for specific approved equipment through the Office of Emergency Management’s Amplifund platform. Funding will be advanced to Subrecipients and Subrecipients shall purchase the authorized equipment with such funds.
- 5. Purchase of Equipment. Subrecipients shall promptly (and no later than 60 days after the equipment is received) provide to IMD sufficient documentation clearly showing: (i) proof of purchase and payments to vendors (e.g. certificates of title, bills of sale, invoices, purchase orders, checks); and (ii) proof of delivery and receipt of the equipment (e.g. photographs, etc.). Subrecipient shall comply with the requirements of Idaho Code Title 67, Chapter 28, in its procurement activities.

6. Ownership and Use of Equipment. Equipment purchased under this Agreement will be titled, registered, and owned by the Subrecipient. Should Subrecipient no longer function as a designated regional response team, the equipment and title thereto will be transferred to IMD or its designee (e.g. another designated regional response team). With respect to the equipment, Subrecipient shall:

1. Be responsible for titling, licensing and registration of the equipment (as applicable).
2. Maintain the equipment in good condition, ordinary wear and tear excepted.
3. Insure the equipment covering comprehensive fire, theft and collision.
5. Permit IMD to inspect the equipment at all reasonable times, upon prior notice to Subrecipient.
6. Keep the equipment free from any liens and encumbrances, except for any lien of the IMD as set forth below.
7. Be responsible for any damage to the equipment caused by Subrecipient's negligence or misuse of same.
8. Only use the equipment for training, hazardous substance incidents in its capacity as regional response team, or hazardous substance incident response within its own jurisdiction. At its discretion, the Military Division may grant Subrecipient permission to use the equipment for another purpose on a per-instance-basis.

7. Security Agreement/Security Interest. This Agreement shall act as a security agreement and Subrecipient hereby grants to IMD an enforceable security interest in the equipment. The security interest in the equipment shall be for a period of five years, which begins thirty (30) days after delivery, unless otherwise terminated. This security interest shall be an encumbrance on the equipment which secures performance of the Subgrantee's obligations and agreements as expressed in this Agreement. The Subrecipient may not sell, transfer or dispose of the equipment without the prior written consent of IMD. If the Subgrantee defaults upon any of the obligations expressed in this Agreement, IMD may exercise all rights and remedies, including repossession provided by applicable law. The security interest created is acknowledged to be a purchase money security interest for the purposes of Idaho Code § 28-9-107. IMD agrees to release this security interest if the terms of this Agreement are substantially complied with through the five-year security term. If the equipment is titled, the first lienholder shall be listed as the Idaho Military Division, and the title must go directly to the Idaho Military Division, c/o Office of Emergency Management.

8. Records and Audit Rights. In the performance of this Agreement, the Subrecipient shall keep books, records, and accounts of all activities related to the provisions of this Agreement. IMD will have the right, from time to time on reasonable notice at reasonable times and at a reasonable location the Subrecipient designates, to examine the Subrecipient's records relating to this Agreement. Records shall be retained for a minimum of three (3) years after the closeout of the Agreement.

9. Termination.

a. Cause. IMD shall have the right to terminate this Agreement and the funding provided hereunder in whole or in part, at any time, when Subrecipient fails to perform any of the covenants or conditions of this Agreement, and Subrecipient does not cure such defects in performance within thirty (30) days after receipt of written notice from IMD. In the event of termination under this Section, IMD shall have the right, among any other remedies at law or in equity, to require that all unused funds paid to the Subrecipient be repaid to IMD and Subrecipient understands and agrees that any outstanding funding amounts may be cancelled.

b. Fiscal Necessity. The terms of this Agreement shall in no way bind or obligate IMD or the State of Idaho beyond the terms of a specific appropriation or grant of funds from any funding entity,

including but not limited to the State of Idaho's Legislature or the United States government. IMD reserves the right in its sole judgment to terminate this Agreement and the funding provided hereunder in whole or in part under any of the following conditions: the funding entity does not appropriate or grant sufficient funds for funding hereunder; the funding entity reduces, cancels, withdraws, eliminates, or requires return of any amount of the funds necessary for this Agreement; or IMD is required by law to discontinue or make a material alteration to the program to which this Agreement is applicable. Immediately upon IMD's service of a written notice of termination for fiscal necessity, all rights and liabilities created by this Agreement shall terminate as of the effective date of the notice, except as to terms which are specifically denoted herein to survive termination. IMD shall not be liable for any general, special, incidental, consequential, or other damages, penalties, expenses, or liabilities resulting from such termination, including but not limited to the Subrecipient's losses arising out of actions completed prior to or after the notice of termination. Absent actual receipt of the designated funds, IMD shall have no obligation to pay any sums to Subrecipient after issuance of the notice of termination for fiscal necessity and shall not be required to use funds from other sources to pay the Subrecipient.

10. Point of Contact/Notice.

- a. Point of Contact. The point of contact for Subrecipient is as follows:

Fire Chief
City of Lewiston
1134 F Street
PO Box 617
Lewiston, ID 83501

b. Notices. Except as otherwise required herein, any notice under this Agreement must be in writing and delivered by personal delivery; by public or private courier service (including U.S. Postal Service Express Mail); by email; or by certified mail postage prepaid, return receipt requested. Any notice given by personal delivery or courier service will be deemed delivered on actual delivery or refusal. If sent by email, a notice shall be deemed given upon the date when such email is transmitted by the sending Party to the receiving Party unless the email is returned undeliverable, and shall be deemed received on that same date unless such notice is transmitted by the sender after 5:00 p.m. in the local time of the physical address of the receiving Party, in which case receipt by the receiving Party shall be deemed to be upon the next business day. If sent by certified mail, a notice shall be deemed given and received on the third business day after deposit into the US Mail. As of the date of execution of this Agreement, each Party confirms that it has listed its most current mailing address and email address in the Execution section below. Either Party may change its mailing address, email address, or designated contact by giving written notice of the change to the other Party.

11. Independent Status. The Subrecipient's status under this Agreement shall be that of an independent contractor and subrecipient and not that of an agent or employee of IMD. The Subrecipient shall be responsible for paying all employment-related taxes and benefits, such as federal and state income tax withholding, social security contributions, worker's compensation and unemployment insurance premiums, health and life insurance premiums, pension contributions and similar items. Subrecipient shall not be responsible for these employee-related benefits and tax items and shall be indemnified and held harmless for any liability, cost or expense, including any interest, penalties and attorney's fees, that may be connected with the Subrecipient's failure to provide or pay such items.

12. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and shall supersede all previous applications, proposals, oral or written, negotiations, representations, commitments, and all other communications between the parties.

13. Severability. In the event any term of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining terms of this Agreement will remain in force.
14. Survival of Terms. In the event termination, cancellation, or expiration of the Agreement occurs, provisions which are intended to survive and continue shall survive and continue.
15. Amendment. This Agreement may be extended or modified upon written agreement of the Parties. However, no amendment or modification of this Agreement shall be effective unless in writing and executed by the Parties.
16. Governing Law. The Agreement shall be governed by and construed under the laws of the state of Idaho and the Parties hereto consent to the jurisdiction and exclusive venue of the state courts of Ada County in the State of Idaho in the event of any dispute with respect to the Agreement.
17. Non-Waiver. The failure of any Party, at any time, to enforce a provision of this Agreement shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of such Party thereafter to enforce each and every provision hereof.
18. Headings. The headings have been inserted solely for convenience and are not to be considered when interpreting the provisions of this Agreement.
19. No Personal Liability. In no event shall any official, officer, employee or agent of the State of Idaho or IMD be personally liable or responsible for any representation, statement, covenant, warranty, or obligation contained in, or made in connection with, this Agreement, whether express or implied.
20. Acknowledgement. Subrecipient agrees to acknowledge the use of these state funds when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part by the state funding provided under this Agreement.
21. Counterparts. This Agreement may be executed in duplicate originals. Each of the two agreements with an original signature of each Party shall constitute one original. IMD shall have sole discretion whether to provide or accept an electronic signature upon sufficient authentication thereof.
22. Sovereign Immunity. Nothing contained in this Agreement shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby expressly reserved.

[Signatures follow on next page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective representatives duly authorized so to do on the date and year written below.

SUBRECIPIENT:

Signature _____

Printed Name _____

Title _____

Date _____

Mailing Address: _____

Phone: _____

Notice Email Address: _____

Elected Official's Name and Title (if applicable and required)

Signature _____

Printed Name _____

Title _____

Date _____

IMD:

Signature _____

Printed Name _____

Title _____

Date _____

Mailing Address: _____

Phone: _____

Notice Email Address: _____

REGIONAL RESPONSE TEAM EQUIPMENT FUNDING AGREEMENT

This Regional Response Team Equipment Funding Agreement (this “Agreement”) is effective as of the date of the last signature below by and between the State of Idaho Military Division, acting through the Office of Emergency Management (“IMD”); and City of Lewiston (“Subrecipient”). IMD and Subrecipient are each sometimes herein referred to as a “Party,” and collectively as the “Parties”.

RECITALS

- A. The Idaho Hazardous Substance Response Act, Idaho Code §§ 39-7101 through 39-7115 (the “Act”), grants specific authority for response to hazardous substances incidents and provides that IMD has the responsibility of effectuating the purposes of the Act for the State of Idaho.
- B. Idaho Code § 39-7104(1)(b) provides that IMD may establish and implement state emergency hazardous substance response teams to respond to hazardous substance incidents on a regional and/or statewide basis.
- C. Subrecipient has executed an agreement with IMD designating it as a regional hazardous substance response team.
- D. In 2025 pursuant to Senate Bill 1130, the State of Idaho Legislature appropriated \$8,600,000 to IMD to pass through to designated regional hazardous substance response teams to be used for the purpose of purchasing equipment to provide effective hazardous substance regional responses.

NOW THEREFORE, in order to meet the objectives described above and in consideration of the foregoing recitals, which are incorporated into this Agreement by this reference, and the mutual promises and covenants contained in this Agreement, the Parties agree as follows:

AGREEMENT

- 1. Funding Term. The funding under this Agreement shall be provided during State of Idaho Fiscal Year 2026 (i.e. July 1, 2025 through June 30, 2026).
- 2. Funding Allocation. Total funding allocation amounts are based on the typing of the regional response team and inventories of needed equipment.
- 3. Authorized Equipment. In assessing hazardous substance response in the State of Idaho, it is agreed that common equipment across all regional hazardous substance response teams is necessary for consistency and interoperability. Subrecipients may only purchase equipment designated or otherwise prior approved by IMD.
- 4. Procedure. Subrecipients will submit requests for funding for specific approved equipment through the Office of Emergency Management’s Amplifund platform. Funding will be advanced to Subrecipients and Subrecipients shall purchase the authorized equipment with such funds.
- 5. Purchase of Equipment. Subrecipients shall promptly (and no later than 60 days after the equipment is received) provide to IMD sufficient documentation clearly showing: (i) proof of purchase and payments to vendors (e.g. certificates of title, bills of sale, invoices, purchase orders, checks); and (ii) proof of delivery and receipt of the equipment (e.g. photographs, etc.). Subrecipient shall comply with the requirements of Idaho Code Title 67, Chapter 28, in its procurement activities.

6. Ownership and Use of Equipment. Equipment purchased under this Agreement will be titled, registered, and owned by the Subrecipient. Should Subrecipient no longer function as a designated regional response team, the equipment and title thereto will be transferred to IMD or its designee (e.g. another designated regional response team). With respect to the equipment, Subrecipient shall:

1. Be responsible for titling, licensing and registration of the equipment (as applicable).
2. Maintain the equipment in good condition, ordinary wear and tear excepted.
3. Insure the equipment covering comprehensive fire, theft and collision.
5. Permit IMD to inspect the equipment at all reasonable times, upon prior notice to Subrecipient.
6. Keep the equipment free from any liens and encumbrances, except for any lien of the IMD as set forth below.
7. Be responsible for any damage to the equipment caused by Subrecipient's negligence or misuse of same.
8. Only use the equipment for training, hazardous substance incidents in its capacity as regional response team, or hazardous substance incident response within its own jurisdiction. At its discretion, the Military Division may grant Subrecipient permission to use the equipment for another purpose on a per-instance-basis.

7. Security Agreement/Security Interest. This Agreement shall act as a security agreement and Subrecipient hereby grants to IMD an enforceable security interest in the equipment. The security interest in the equipment shall be for a period of five years, which begins thirty (30) days after delivery, unless otherwise terminated. This security interest shall be an encumbrance on the equipment which secures performance of the Subgrantee's obligations and agreements as expressed in this Agreement. The Subrecipient may not sell, transfer or dispose of the equipment without the prior written consent of IMD. If the Subgrantee defaults upon any of the obligations expressed in this Agreement, IMD may exercise all rights and remedies, including repossession provided by applicable law. The security interest created is acknowledged to be a purchase money security interest for the purposes of Idaho Code § 28-9-107. IMD agrees to release this security interest if the terms of this Agreement are substantially complied with through the five-year security term. If the equipment is titled, the first lienholder shall be listed as the Idaho Military Division, and the title must go directly to the Idaho Military Division, c/o Office of Emergency Management.

8. Records and Audit Rights. In the performance of this Agreement, the Subrecipient shall keep books, records, and accounts of all activities related to the provisions of this Agreement. IMD will have the right, from time to time on reasonable notice at reasonable times and at a reasonable location the Subrecipient designates, to examine the Subrecipient's records relating to this Agreement. Records shall be retained for a minimum of three (3) years after the closeout of the Agreement.

9. Termination.

a. Cause. IMD shall have the right to terminate this Agreement and the funding provided hereunder in whole or in part, at any time, when Subrecipient fails to perform any of the covenants or conditions of this Agreement, and Subrecipient does not cure such defects in performance within thirty (30) days after receipt of written notice from IMD. In the event of termination under this Section, IMD shall have the right, among any other remedies at law or in equity, to require that all unused funds paid to the Subrecipient be repaid to IMD and Subrecipient understands and agrees that any outstanding funding amounts may be cancelled.

b. Fiscal Necessity. The terms of this Agreement shall in no way bind or obligate IMD or the State of Idaho beyond the terms of a specific appropriation or grant of funds from any funding entity,

including but not limited to the State of Idaho's Legislature or the United States government. IMD reserves the right in its sole judgment to terminate this Agreement and the funding provided hereunder in whole or in part under any of the following conditions: the funding entity does not appropriate or grant sufficient funds for funding hereunder; the funding entity reduces, cancels, withdraws, eliminates, or requires return of any amount of the funds necessary for this Agreement; or IMD is required by law to discontinue or make a material alteration to the program to which this Agreement is applicable. Immediately upon IMD's service of a written notice of termination for fiscal necessity, all rights and liabilities created by this Agreement shall terminate as of the effective date of the notice, except as to terms which are specifically denoted herein to survive termination. IMD shall not be liable for any general, special, incidental, consequential, or other damages, penalties, expenses, or liabilities resulting from such termination, including but not limited to the Subrecipient's losses arising out of actions completed prior to or after the notice of termination. Absent actual receipt of the designated funds, IMD shall have no obligation to pay any sums to Subrecipient after issuance of the notice of termination for fiscal necessity and shall not be required to use funds from other sources to pay the Subrecipient.

10. Point of Contact/Notice.

- a. Point of Contact. The point of contact for Subrecipient is as follows:

Fire Chief
City of Lewiston
1134 F Street
PO Box 617
Lewiston, ID 83501

b. Notices. Except as otherwise required herein, any notice under this Agreement must be in writing and delivered by personal delivery; by public or private courier service (including U.S. Postal Service Express Mail); by email; or by certified mail postage prepaid, return receipt requested. Any notice given by personal delivery or courier service will be deemed delivered on actual delivery or refusal. If sent by email, a notice shall be deemed given upon the date when such email is transmitted by the sending Party to the receiving Party unless the email is returned undeliverable, and shall be deemed received on that same date unless such notice is transmitted by the sender after 5:00 p.m. in the local time of the physical address of the receiving Party, in which case receipt by the receiving Party shall be deemed to be upon the next business day. If sent by certified mail, a notice shall be deemed given and received on the third business day after deposit into the US Mail. As of the date of execution of this Agreement, each Party confirms that it has listed its most current mailing address and email address in the Execution section below. Either Party may change its mailing address, email address, or designated contact by giving written notice of the change to the other Party.

11. Independent Status. The Subrecipient's status under this Agreement shall be that of an independent contractor and subrecipient and not that of an agent or employee of IMD. The Subrecipient shall be responsible for paying all employment-related taxes and benefits, such as federal and state income tax withholding, social security contributions, worker's compensation and unemployment insurance premiums, health and life insurance premiums, pension contributions and similar items. Subrecipient shall not be responsible for these employee-related benefits and tax items and shall be indemnified and held harmless for any liability, cost or expense, including any interest, penalties and attorney's fees, that may be connected with the Subrecipient's failure to provide or pay such items.

12. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and shall supersede all previous applications, proposals, oral or written, negotiations, representations, commitments, and all other communications between the parties.

13. Severability. In the event any term of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining terms of this Agreement will remain in force.
14. Survival of Terms. In the event termination, cancellation, or expiration of the Agreement occurs, provisions which are intended to survive and continue shall survive and continue.
15. Amendment. This Agreement may be extended or modified upon written agreement of the Parties. However, no amendment or modification of this Agreement shall be effective unless in writing and executed by the Parties.
16. Governing Law. The Agreement shall be governed by and construed under the laws of the state of Idaho and the Parties hereto consent to the jurisdiction and exclusive venue of the state courts of Ada County in the State of Idaho in the event of any dispute with respect to the Agreement.
17. Non-Waiver. The failure of any Party, at any time, to enforce a provision of this Agreement shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of such Party thereafter to enforce each and every provision hereof.
18. Headings. The headings have been inserted solely for convenience and are not to be considered when interpreting the provisions of this Agreement.
19. No Personal Liability. In no event shall any official, officer, employee or agent of the State of Idaho or IMD be personally liable or responsible for any representation, statement, covenant, warranty, or obligation contained in, or made in connection with, this Agreement, whether express or implied.
20. Acknowledgement. Subrecipient agrees to acknowledge the use of these state funds when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part by the state funding provided under this Agreement.
21. Counterparts. This Agreement may be executed in duplicate originals. Each of the two agreements with an original signature of each Party shall constitute one original. IMD shall have sole discretion whether to provide or accept an electronic signature upon sufficient authentication thereof.
22. Sovereign Immunity. Nothing contained in this Agreement shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby expressly reserved.

[Signatures follow on next page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective representatives duly authorized so to do on the date and year written below.

SUBRECIPIENT:

Signature _____

Printed Name _____

Title _____

Date _____

Mailing Address: _____

Phone: _____

Notice Email Address: _____

Elected Official's Name and Title (if applicable and required)

Signature _____

Printed Name _____

Title _____

Date _____

IMD:

Signature _____

Printed Name _____

Title _____

Date _____

Mailing Address: _____

Phone: _____

Notice Email Address: _____



CITY COUNCIL MEETING AGENDA ITEM SUMMARY

ITEM TITLE RESOLUTION 2026-17	AGENDA NO. VI. D. AGENDA DATE: April 27, 2026
ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.) City Council approved a state/local project development agreement with the Idaho Transportation Department (ITD) in March 2014 for KN13443, Snake River Ave; Southway Bridge to 11th Ave. In October 2014, City Council approved a local professional services agreement (PSA) with Horrocks Engineers to complete project design. During design, the project scope was reduced to Snake River Ave from the Southway Ave roundabout through the intersection at 11th Ave. Project plans were completed in September 2016 and associated Right-of-Way plans & property descriptions were approved by ITD in June 2020. In April 2024, a PSA with Horrocks for updating topographic survey, alignment analysis with the removal of railroad tracks, signal warrant analysis, and utility coordination was approved by the Public Works Director. A Supplemental Agreement was approved by the Mayor in July 2024 for an addendum to the Archaeological and Historic Survey Report. A Second Supplemental Agreement for updating the PS&E package with the revised alignment, revised right-of-way plans, current ITD Specifications, and required environmental re-evaluation was approved by City Council in December 2024. Required right-of-way acquisitions, construction temporary easements, and permanent easements have been acquired. A commercial building located at 1200 Snake River Avenue, owned by CHS, Inc., formerly known as Cenex Harvest States Cooperative, is encroaching on public right-of-way (ROW). The project plans are currently protecting the structure; this requires the construction of a retaining wall. If the structure can be demolished, it would be a benefit for the project by reducing the total cost and elimination of an encroachment into the public ROW. In November 2025, CHS offered the option for demolition of the structure. City staff have worked with CHS on donation of the structure only to the City to allow for its demolition as part of the project. Before Council tonight is the resolution approving the Donation Agreement between CHS, Inc., and the City for the commercial building currently in public right-of-way.	
BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources) There is no budget impact approving this donation agreement.	

ACTION PROPOSED

Staff recommend City Council approving, allowing the Mayor to sign Resolution 2026-17: Harvest States Property Donation.

RESOLUTION 2026-17

A RESOLUTION APPROVING A DONATION AGREEMENT BETWEEN CHS INC., FORMERLY KNOWN AS CENEX HARVEST STATES COOPERATIVES, AND THE CITY OF LEWISTON ACCEPTING A DONATION OF A COMMERCIAL BUILDING AT 1200 SNAKE RIVER AVENUE, BUILDING “G” FROM CHS INC.; AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, SAID DONATION AGREEMENT; AND PROVIDING AN EFFECTIVE DATE

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

SECTION 1: That a Donation Agreement between CHS, Inc., formerly known as Cenex Harvest States Cooperatives, a Minnesota cooperative corporation (“CHS”), and the City of Lewiston, an Idaho municipal corporation, accepting a donation from CHS of the physical structure commonly identified as the commercial building at 1200 Snake River Avenue, Building “G”, together with any fixtures attached to that structure to the extent they are part of the structure is hereby approved. A copy of which is attached and incorporated herein as Exhibit “A”.

SECTION 2: That the Mayor and City Clerk are hereby authorized to execute and attest, respectively, said Donation Agreement.

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

PASSED this _____ day of _____ 2026.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

Tanya M. Brocke, City Clerk

EXHIBIT A
to
Resolution 2026-17

DONATION AGREEMENT

This is a Donation Agreement (“Agreement”) made between CHS INC., formerly known as Cenex Harvest States Cooperatives, successor by merger to Harvest States Cooperatives – Idaho, Inc., a Minnesota cooperative corporation, whose principal office is located at 5500 Cenex Drive, Inver Grove Heights, Minnesota 55077 (hereinafter referred to as the “Grantor”), and the CITY OF LEWISTON, a municipal corporation organized and existing under the laws of the state of Idaho (hereinafter referred to as the “Grantee”), whose address is 1134 F Street, Lewiston, Idaho 83501. It is agreed that upon the terms and conditions set forth in this Agreement the Grantor shall donate and convey all of its rights, title, and interests in, and the Grantee shall accept and be the successor to all such rights, title, and interests in, the commercial building identified and described herein. Grantor and Grantee may each be referred to as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Grantor desires to donate only the physical structure commonly identified as the commercial building at 1200 Snake River Avenue, Building “G,” together with any fixtures attached to that structure to the extent they constitute part of the structure (the “Structure”), and not any fee, leasehold, easement, or other interest in or to the underlying or surrounding land, which real property interest shall remain at all times with the Grantor; and

WHEREAS, the Parties acknowledge that the Structure is currently located partially on Grantor’s real property more particularly depicted on Exhibit B and referenced in Exhibit A, but only for location purposes; the Parties further agree that no estate or interest in the real property, including any right of possession beyond that expressly granted herein for demolition access, is conveyed; and

WHEREAS, the Parties acknowledge that a portion of the Structure encroaches onto the public right-of-way for Snake River Avenue and that Grantor shall have no liability arising from such encroachment; and

WHEREAS, the Grantor is unwilling to make any representations or warranties regarding the Structure and is only willing to gift the Structure to Grantee on an “as is, where is” and “with all faults” basis; and

WHEREAS, Grantee has been given a full and complete opportunity to conduct its own investigation as to any matter, fact, or issue that might influence the Grantee’s decision to accept the Structure from the Grantor; and

WHEREAS, Grantee is willing to accept the Structure from the Grantor without any representations or warranties whatsoever regarding the Structure, on an “as is, where is” and “with all faults” basis; and

WHEREAS, the Parties acknowledge and agree that the purpose of this donation is to facilitate potential demolition of the Structure to enable Grantee to proceed with and complete a public works construction project commonly referred to as the Snake River Avenue Project,

subject to Grantee's determination that acceptance and demolition of the Structure are necessary or beneficial to Grantee's project.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants of the Parties contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Donation; Nature of Conveyance; No Transfer of Real Property.

1.1 Donation of Structure Only. Grantor hereby donates, assigns, transfers, and conveys to Grantee all of Grantor's right, title, and interest, if any, in and to the Structure only, and Grantee agrees to accept the Structure on the terms and conditions set forth herein. No interest of any kind in the underlying or surrounding real property is conveyed or created by this Agreement.

1.2 Title to Real Property Retained. Grantor retains fee title and all other interests in and to the real property upon which the Structure is located (the "Land"), except for that portion located within the public right of way. Grantee acquires no estate in the Land and shall have only the temporary, non-exclusive right of entry and access described in Section 4 solely for purposes of investigation, mobilization, and, if elected by Grantee pursuant to Section 3, demolition and removal of the Structure.

2. As-Is, Where-Is; No Warranties; Limited Grantor Warranty of Ownership of Structure.

2.1 As-Is. The Structure is donated "AS IS, WHERE IS," "WITH ALL FAULTS," and with all latent and patent defects, and Grantor makes no warranty, express or implied, as to condition, value, fitness, use, code compliance, environmental condition, or any other matter regarding the Structure.

2.2 Ownership Warranty. Notwithstanding the foregoing, Grantor represents and warrants that, as of the Effective Date, Grantor is the rightful owner of the Structure and has lawful authority to donate the Structure to Grantee free and clear of liens and encumbrances created by Grantor.

3. Grantee's Conditional Acceptance; Project Contingency; Reversion.

3.1 Conditional Acceptance. Grantee's acceptance of the Structure and any obligation to demolish or remove the Structure are expressly contingent upon Grantee's determination, in its sole discretion, that acceptance and demolition of the Structure are necessary or beneficial to Grantee's Snake River Avenue Project or related public works.

3.2 Election and Schedule. Grantee may elect to demolish and remove the Structure at any time within three (3) years after the Effective Date. If Grantee does not demolish and remove the Structure within this period, or sooner upon Grantor's written notice, the donation will automatically and without further action by either Party revert back to Grantor.

3.3 Reversion. If Grantee does not demolish and remove the Structure within three (3) years after the Effective Date, or earlier upon Grantor's written notice, then, automatically and without further action by either Party, the Structure shall revert to Grantor, and any rights of Grantee in the Structure and rights of entry under this Agreement shall terminate. The Parties agree that this Agreement constitutes the sole instrument necessary to effect both the donation and any reversion of the Structure, and no bill of sale, deed, or other instrument of conveyance or reconveyance shall be required.

3.4 Condition Upon Reversion. Upon reversion, Grantee shall execute reasonable instruments requested by Grantor to evidence reversion and shall surrender the Structure in its then-existing condition, ordinary wear and tear excepted, with any Grantee-placed materials removed within thirty (30) days after written request.

4. Access; Permits; Demolition; Disposal.

4.1 Access License. Subject to Section 3, Grantor grants to Grantee and its contractors a temporary, non-exclusive, revocable license to enter upon the Land solely to inspect, stage, demolish, and remove the Structure, and to restore affected areas, all in compliance with applicable laws and reasonable access protocols provided by Grantor. This license terminates upon the earliest of (a) completion of Structure removal and reasonable restoration, (b) reversion under Section 3.3, or (c) the third anniversary of the Effective Date, unless extended in writing.

4.2 Permits and Compliance. Grantee shall obtain, at its expense, all permits and approvals required for demolition and removal, shall perform the work in a good and workmanlike manner, and shall lawfully transport and dispose of all debris. Grantee shall repair any material damage to the Land caused by its activities, reasonable wear from permitted access excepted.

4.3 Utilities; Hazardous Materials. Responsibility for utility disconnects, capping, and coordination shall be as reasonably agreed by the Parties in a written work plan prior to demolition. Any discovery of suspected hazardous materials by Grantee shall be promptly reported to Grantor, and the Parties will confer regarding lawful handling; Grantee shall suspend work pending such coordination.

5. Risk; Release; Indemnity.

5.1 Assumption of Risk. Grantee assumes all risk of injury or harm arising from acceptance, use, demolition, and removal of the Structure and related appurtenances.

5.2 Release. Grantee releases and forever discharges Grantor and its affiliates, officers, directors, employees, and agents from all liability, claims, demands, damages, costs, expenses, and causes of action due to death, injury, loss, or damage to any person or property arising from or related to (a) the donation, acceptance, use, demolition, or removal of the Structure and related appurtenances, (b) any pre-existing condition of the Structure, including the presence of hazardous materials, asbestos, lead-based paint, mold, or other contaminants, and (c) any encroachment of the Structure onto the public right-of-way, except to the extent arising from Grantor's willful misconduct.

5.3 Indemnity. Grantee shall defend, indemnify, and hold harmless Grantor and its employees, agents, and officers from and against any and all claims, demands, causes of action, damages, liabilities, costs, and expenses (including reasonable attorney fees) arising out of or related to Grantee's acceptance, use, demolition, or removal of the Structure and appurtenances, except to the extent arising from Grantor's willful misconduct.

5.4 Waiver of Claims Regarding Pre-Existing Conditions. Grantee acknowledges that Grantor has made no representations regarding environmental conditions, structural integrity, code compliance, or the presence of hazardous materials in or about the Structure. Grantee expressly waives any right to assert claims against Grantor arising from the discovery of hazardous materials, contamination, or any other pre-existing condition of the Structure, and agrees that any remediation or abatement required shall be performed at Grantee's sole cost and expense.

5.5 Survival. The provisions of this Section 5 shall survive the termination, expiration, or reversion of this Agreement and shall remain in full force and effect regardless of whether the Structure is demolished, removed, or reverts to Grantor.

6. Instruments; Tax Acknowledgment.

6.1 Further Assurances. Each Party shall execute instruments and take actions reasonably necessary to consummate the donation of the Structure.

6.2 IRS Form 8283. At Grantor's request, Grantee will sign and deliver to Grantor an IRS Form 8283 prepared by Grantor acknowledging receipt of the donation; Grantor shall be solely responsible for stating the value of the donated property on the IRS Form 8283.

7. Taxes and Assessments. Grantor shall be responsible for real property taxes and assessments levied against the Land through the date of execution of this Agreement; Grantee shall be responsible for any taxes, fees, or costs associated with demolition, removal, transport, and disposal of the Structure.

8. Public Records. The Parties herein understand and acknowledge that this Agreement, its exhibits and attachments, and communications between them are subject to the Idaho Public

Records Act, I.C. §§ 74-101, *et seq.*, and other applicable federal and state laws, and might be subject to disclosure.

9. Governing Law; Modifications. The laws of the State of Idaho govern this Agreement. No modification is valid unless in a writing signed by both Parties.

10. Entire Agreement; Severability. This Agreement constitutes the entire agreement between the Parties regarding the donation of the Structure and supersedes all prior agreements on that subject. If any provision is found invalid or unenforceable, it shall be severed and the remainder shall continue in effect.

11. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each deemed an original, all constituting one instrument, and electronically transmitted signatures shall have the same effect as originals.

12. Authority. Each Party warrants that the signatory below has full authority to execute this Agreement on behalf of such Party and that any required consents have been obtained.

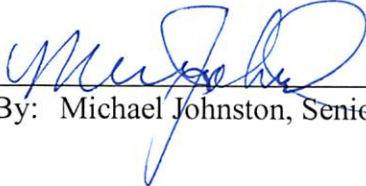
13. Notices. All notices under this Agreement shall be in writing and delivered by hand, reputable overnight courier, or certified mail to the addresses stated in the preamble (or to such other address a Party designates by notice), and shall be deemed given upon receipt or refusal.

[Remainder of page intentionally blank. Signature page follows.]

EFFECTIVE this 9th day of April, 2026.

GRANTOR

CHS Inc.,
a Minnesota cooperative corporation


By: Michael Johnston, Senior Vice President

GRANTEE

City of Lewiston,
an Idaho municipal corporation

By: Daniel G. Johnson, Mayor

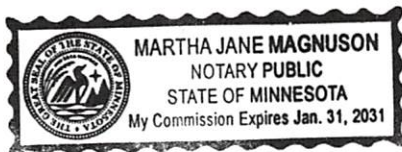
ATTEST:

By: Tanya M. Brocke, City Clerk

STATE OF MINNESOTA)
) ss.
County of Dakota)

On this 9th day of April, 2026, before me, a Notary Public, personally appeared Michael Johnston, known or identified to me as Senior Vice President of CHS Inc., and stated he/she has the authority to execute this instrument on behalf of CHS Inc. and did execute this instrument on behalf of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.




NOTARY PUBLIC FOR DAKOTA COUNTY, MN
Residing at ROSEMOUNT, MN
My Commission Expires 01/31/31

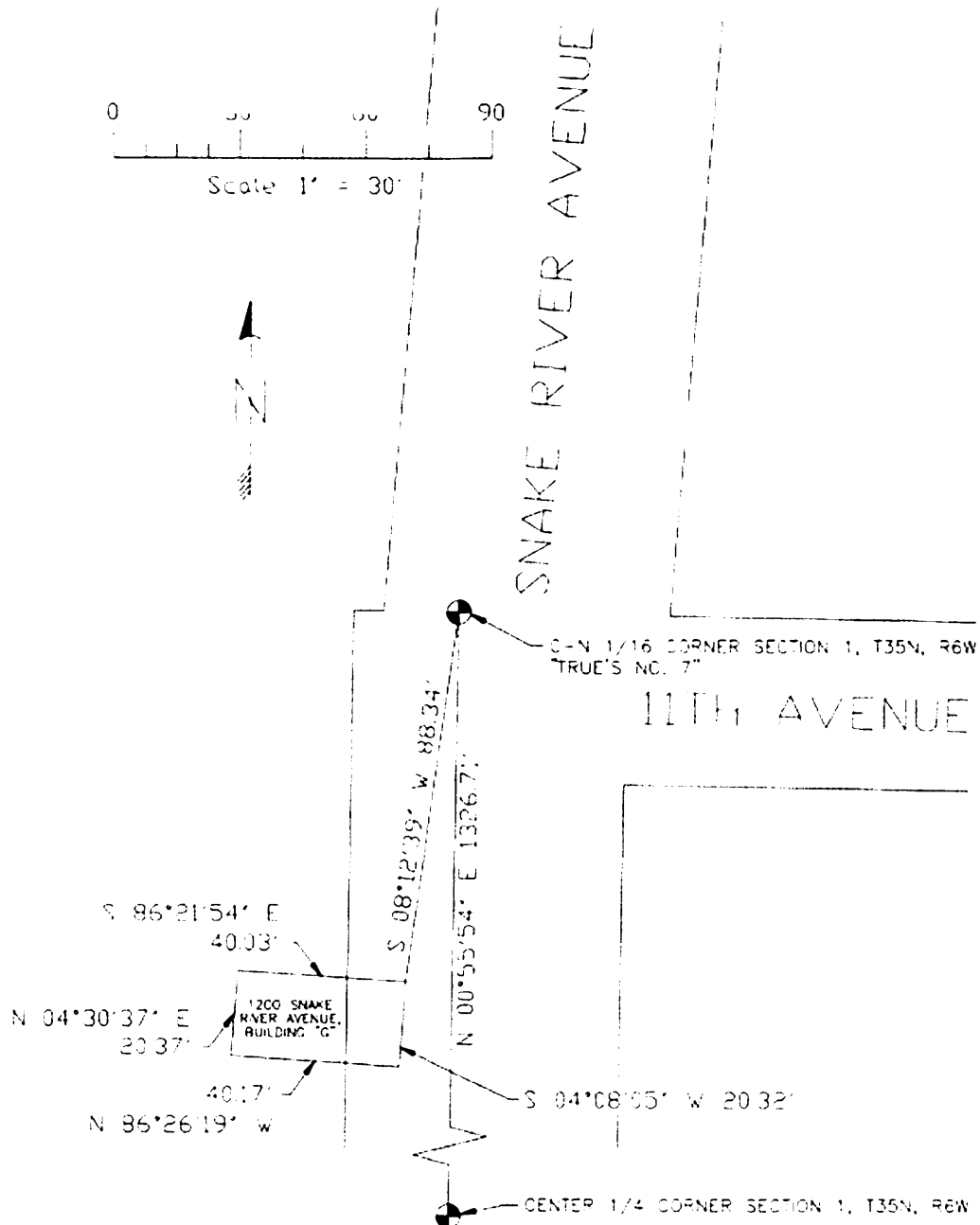
EXHIBIT A
LOCATION REFERENCE FOR STRUCTURE

A commercial building commonly identified as 1200 Snake River Avenue Building "G" in the City of Lewiston Idaho, situate in Government Lot 3, Section 1 Township 35 North, Range 6 West, Boise Meridian, in the City of Lewiston, Nez Perce County, Idaho, and more particularly described as the footprint metes and bounds set forth below, provided that this Exhibit is included for location reference only and does not convey any interest in the Land:

Commencing at the brass cap monument marking the Center 1/4 Corner of said Section 1; Thence northerly along the 1/4 section line North 00°55'54" East a distance of 1326.71 feet to a brass cap monument marking the center-north 1/16 corner of said Section 1, also commonly known as "True's Monument Number 7"; Thence South 08°12'39" West a distance of 88.34 feet to the north-easterly corner of said building, and the TRUE POINT OF BEGINNING; Thence South 04°08'05" West a distance of 20.32 feet to the south-easterly corner of said building; Thence North 86°26'19" West a distance of 40.17 feet to the south-westerly corner of said building; Thence North 04°30'37" East a distance of 20.37 feet to the north-westerly corner of said building; Thence South 86°21'54" East a distance of 40.03 feet back to the TRUE POINT OF BEGINNING, said building being 815.77 Square Feet in size, more or less.

EXHIBIT B **DEPICTION OF THE STRUCTURE**

The depiction of the Structure's location related to the Land, streets, and survey monuments as set forth in this exhibit is included here solely for location reference and not as a conveyance of any real property interest.





CITY COUNCIL MEETING AGENDA ITEM SUMMARY

ITEM TITLE ORDINANCE 4966	AGENDA NO. VI. E. 1. a. AGENDA DATE: April 27, 2026
ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.) The proposed ordinance establishes a new City Code, Section 10-13, adopting the <i>City of Lewiston Standard Drawings and Modifications to the ISPMC</i> (collectively, the “Standards”) as the official construction standards for the City of Lewiston for future development and capital projects. • Section 10-13 establishes minimum set of standards and specifications for the construction of common public infrastructure and requires the Public Works Department and the City Clerk to maintain copies of the Standards for public review. On April 20, 2026, staff presented the updated Standards to the City Council for review and future adoption. These updates reflect current engineering practices, regulatory requirements, and lessons learned from recent projects and coordination with contractors, developers, and consultants. The revisions are intended to improve clarity, ensure consistency in design and construction, and support efficient project delivery for both capital and private development projects. Staff provided public notice of the proposed updates through social media, a press release, and direct email notifications to contractors, developers, and consultants on file with the Community Development Department, incorporating those suggestions prior to presenting to Council. The updated Standards address key areas such as roadway design, utilities, stormwater management, and construction requirements. Adoption of these Standards will provide clear guidance to staff, developers, and contractors, and help ensure that infrastructure is constructed to meet the City’s long-term performance and maintenance expectations.	
BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources) There is no budget impact should the proposed code be approved.	
ACTION PROPOSED	

Consider the ordinance proposed by staff; approve as presented or direct staff on revisions.

CITY ORDINANCE NO. 4966

AN ORDINANCE OF THE CITY OF LEWISTON ADDING A NEW SECTION 10-13 TO LEWISTON CITY CODE TITLED “STANDARD SPECIFICATIONS FOR PUBLIC WORKS”; APPLYING THIS NEW SECTION OF CITY CODE TO ALL FUTURE DEVELOPMENTS; ADDRESSING CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

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

SECTION 1: A new § 10-13 of Lewiston City Code, titled “Standard Specifications for Public Works,” is hereby enacted as follows:

Sec. 10-13. – Standard Specifications for Public Works.

- (a) The public works department shall prepare, from time to time, standard specifications, standard drawings, and other regulations for establishing uniform and minimum standards of construction for public works. These standards may be for, but are not limited to, the construction of curbs, gutters, sidewalks, approaches, streets, water, sanitary sewer, storm sewer, irrigation, gas, power, telephone, parking, drainage structures, bridges, and other public works type of facilities.
- (b) The City of Lewiston hereby adopts the “City of Lewiston Standard Drawings and Modifications to the Idaho Standards for Public Works Construction,” as prepared by the public works department, together with any appendices and figures, as the city’s official public works construction standards.
- (c) Said standard specifications and drawings, copies of which shall be on file in the office of the city clerk and the public works department and shall be made a part of this chapter as if set out in length herein.
- (d) The design standards may be amended periodically by resolution of the City Council.

SECTION 2: All public works construction, and all private development improvements intended for dedication to or acceptance by the City of Lewiston, initiated on or after the effective date of this ordinance shall conform to the adopted standards referenced in Section 1.

SECTION 3: If a conflict arises between the adopted standards and other City regulations, the more specific standard applicable to public works construction shall control, unless otherwise

directed by the City Engineer. In case of conflict within a project's approved plans and the adopted standards, the adopted standards in effect at the time of project approval govern.

SECTION 4: If any provision of this ordinance is held invalid, the remainder shall not be affected.

SECTION 5: 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

CITY ORDINANCE NO. 4948

AN ORDINANCE OF THE CITY OF LEWISTON AMENDING VARIOUS SECTIONS LEWISTON CITY CODE CHAPTER 19 RELATED TO HEALTH AND SANITATION; ENACTING A NEW § 19-2 OF LEWISTON CITY CODE RELATED TO ABATEMENT BY THE CITY; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1: Lewiston City Code § 19-1 is hereby amended as follows:

Sec. 19-1. Abatement of unsanitary buildings.

Whenever any building or part thereof shall, from any unsanitary cause, become unfit for human habitation, the health officer may issue an order to be affixed conspicuously to the door or building. A copy of said notice shall be served on the owner, agent, occupant, tenant or lessee thereof, requiring all persons to vacate such building or apartment until such time as the health officer or designee shall determine that the unsanitary condition no longer exists. Failure to obey such order shall be a misdemeanor. The continued existence of such sanitary condition for a period of more than twenty-four (24) hours after the issuance and posting of such order shall constitute a public nuisance, abatable as provided by law, in accordance with the procedures set forth in article I, chapter 43 of this code.

SECTION 2: A new § 19-2 of Lewiston City Code, titled “Abatement of violations by City and collection of costs” is hereby enacted as follows:

Sec. 19-2. Abatement of violations by city and collection of costs.

In addition to the procedures set forth in article I, chapter 43 of this code, in any case where the owner or occupant fails to abate a violation, the city, through its own personnel, contractor, and/or agents, may enter upon the premises to abate such violation(s). The total cost of the abatement shall be billed to the owner of the property for payment. In the event payment is not made within thirty (30) calendar days, or if the owner cannot be found, the cost of abatement may be certified by the city clerk and forwarded to the county treasurer for inclusion in the county property tax assessment pursuant to Idaho Code section 50-1008. Pursuit of abatement by the city shall not preclude prosecution of violations of this chapter.

SECTION 3: Lewiston City Code Chapter 19, Article V is hereby amended as follows:

ARTICLE V. – INSECT AND RODENT CONTROL

Sec. 19-73. - Definitions.

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

Bed bug infestation means the presence of one or more live bed bugs (*Cimex lectularius* or related species), viable bed bug eggs, or other physical evidence demonstrating active bed bug activity within a room or unit.

Health officer means a City of Lewiston community resource officer or designee.~~the city sanitarian or any of his duly authorized representatives.~~

~~Occupant~~ means ~~the a person who uses or occupies any premises for business purposes or any business building or fraction thereof. The owner, agent or custodian of any vacant premises or business building or any vacant portion thereof shall be considered, for the purpose of this article, as the occupant.~~

~~Owner~~ means ~~the owner, agent or custodian of a business building. The lessee of any business building shall be considered an owner for the purpose of this article when the lease under which he holds possession requires him to maintain and repair the building.~~

~~Premises~~ shall mean ~~any structure of any nature or real estate inside the city limits.~~

~~Rat eradication~~ means ~~the elimination or extermination of rats from any premises by any and all methods approved by the health officer.~~

~~Rat~~ Rodent harborage means any place which provides shelter or protection for the continued existence or multiplication of ~~rats~~ rodents, either in or outside of any business building.

Vent stoppage means a form of construction or repair to prevent the entry of ~~rats~~ rodents into business buildings from the exterior or from one business building to another business building.

All other words and phrases used in this article, the definitions of which are not given herein, shall be given their ordinary and commonly understood meanings.

Sec. 19-74. - Premises to be in an insect and rodent ~~rat~~-free condition.

All premises in the city shall be maintained ~~in a with vent-stopped stoppage~~ and in an insect and rodent ~~rat~~-free condition by the owner or occupant.

Sec. 19-75. - ~~Reserved. Food to be stored in ratproof containers; exception.~~

~~All food for human consumption and all animal feed shall be stored in ratproof containers, compartments or rooms; provided, that such storage shall be unnecessary if the same is kept in a vent stopped building approved by the health officer.~~

Sec. 19-76. - Garbage to be kept in insect and rodent ~~rat~~proof containers.

All garbage and other waste material upon which insects and rodents ~~rats~~ may feed shall be placed and kept, until removed from the premises, in covered insect and rodent ~~rat~~proof containers.

Sec. 19-77. - Premises to be kept free from insect and rodent ~~rat~~ harborages.

- (a) All premises, improved or unimproved, and all open lots, areas, streets, sidewalks, alleys and other areas in the city shall be kept clean and free from all rubbish, loose material, lumber, boxes, barrels and loose iron that may serve as a harborage for insects and rodents ~~rats~~.
- (b) ~~Any material that may provide rat harborage shall be placed upon supports in such a manner as to provide no refuge for rats. A business licensee shall not knowingly rent, lease, or otherwise provide for occupancy of any room or unit on the licensed premises in which a bed bug infestation exists.~~
- (c) Nothing herein shall be construed to prohibit the keeping of domesticated insects and rodents ~~rats~~ as pets inside any structure within the city.

Sec. 19-78. - Repairs and construction to comply with the provisions of this article.

All improvements, repairs, construction and maintenance of any premises, business building or any equipment or fixtures therein shall comply with the terms of this article.

Sec. 19-79. - Violations to be corrected; notice.

- (a) Whenever it shall come to the attention of the health officer that any of the provisions of this chapter are being violated or that any ~~business building or~~ premises or portion thereof is infested with insects and rodents ~~rats~~ or has insects and rodents ~~rats~~ therein or thereunder, the health officer ~~shall~~ may serve upon the owner or occupant of such ~~business building or premises or both~~ a notice in writing pointing out the specific violation of any or all of the foregoing provisions and requiring such person to comply with the appropriate provision of this chapter. Such notice shall fix a time limit for compliance therewith, which shall in no event be less than ~~fifteen~~ (15) ~~ten~~ calendar days from the date of the service of such notice.
- (b) Any person failing to comply with the directions contained in such notice within the time specified therein shall be deemed guilty of a misdemeanor; provided,

however, that if the health officer finds that the time specified in the notice is too short to permit a good faith compliance, he may, in writing, extend the time for compliance.

(c) If a business licensee violates or fails to comply with the provisions of this article, the community development director or designee may determine that the conduct or operation of the business is a public nuisance, as defined in this Code, or presents a danger to the public health, safety, or welfare and may suspend or revoke a business license issued pursuant to the procedures in chapter 21.

Sec. 19-80. - Inspections.

The health officer ~~shall~~may make periodic inspections or require a formal report from a certified pest control and/or remediation company for the purpose of seeing that this chapter is complied with. No owner or occupant of any ~~building or~~ premises shall refuse to permit such inspections; provided, that the same are made at reasonable times.

SECTION 4: 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

**CITY OF LEWISTON
SUMMARY OF ORDINANCE NO. 4948**

ORDINANCE NO. 4948: AN ORDINANCE OF THE CITY OF LEWISTON AMENDING VARIOUS SECTIONS LEWISTON CITY CODE CHAPTER 19 RELATED TO HEALTH AND SANITATION; ENACTING A NEW § 19-2 OF LEWISTON CITY CODE RELATED TO ABATEMENT BY THE CITY; AND PROVIDING AN EFFECTIVE DATE.

Section 1 amends Lewiston City Code § 19-1 relating to abatement of unsanitary buildings. Section 2 enacts a new § 19-2 of Lewiston City Code titled “Abatement of violations by city and collection of costs.” Section 3 amends various sections of Chapter 19, Article V of Lewiston City Code. Section 4 provides for an effective date.

Ordinance No. 4948 is effective upon passage and publication.

CITY OF LEWISTON

By: Daniel G. Johnson
Mayor

Attest: Tanya M. Brocke
City Clerk

The full text of this ordinance is available at the City Clerk’s office, Lewiston City Hall, 1134 F Street, Lewiston, during regular business hours.

I, JENNIFER TENGONO, City Attorney, reviewed the foregoing Summary of Ordinance No. 4948. The summary is true and complete, and provides adequate notice to the public pursuant to Idaho Code § 50-901A.

Dated this _____ day of _____ 2026.

JENNIFER TENGONO
City Attorney