



Lewiston City Council
AMENDED 06/02/2023
WORK SESSION AGENDA
June 5, 2023 - 3:00 PM
Bell Building – Second Floor Conference Room – 215 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 Facebook page or the City's website at cityoflewiston.org.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. CITIZENS COMMENTS

This is an opportunity for citizens to address the Council on agenda items or other items they wish to bring to the attention of the Council. Citizens are encouraged to discuss operational issues in advance with the Mayor. In consideration of others wishing to speak, please limit your remarks to three minutes.

IV. ACTIVE AGENDA

- A. CANVASS OF THE MAY 16, 2023, CITY ELECTION:** Entering into the City Council minutes the tabulation of votes prepared by the Nez Perce County Clerk and the canvass of the May 16, 2023, election results by the Board of Nez Perce County Commissioners, as required by Idaho Code 50-412 - Action Item (Dan Johnson)
- B. ORDINANCE 4886 (FIRST READING):** Amending Section 30-11(f) of the City Code to allow Type III Temporary Signs to be located within the Central Business District on privately-owned utility poles and to provide a minimum height clearance - Action Item (Shannon Grow)
- C. ORDINANCE 4889 (FIRST READING) & PARKLET DESIGN STANDARDS:** Amending Section 31-2 of the City Code to add a definition for parklet; enacting Section 31-77 regarding parklets, including the location where parklets are allowed and associated procedure. Also reviewing and discussing the associated Parklet Design Standards, with formal adoption to be considered during the regular City Council meeting on June 12, 2023 - Action Item (Luke Antonich)
- D. FINAL PLAT: THE ESTATES AT CANYON CREST - PHASE IIIC-2:** Considering the subdivision of 2.77 acres of property located within the Estates at Canyon Crest Phase III planning area into 10 residential lots - Action Item (Mark Weigand)
- E. FINAL PLAT: THE ESTATES AT CANYON CREST - PHASE IIIC-3:** Considering the subdivision of 3.79 acres located within the Canyon Crest Planned Unit Development's Phase III planning area into 12 lots - Action Item (Mark Weigand)

- F. **TERMINATION OF EMERGENCY SERVICES AGREEMENT:** Considering terminating the "Emergency Services Agreement between the City of Lewiston, Clearwater Paper Corporation, and Medcor, Inc. for Fire and Emergency Support Services," which was executed by the Parties on March 9, 2020 - Action Item (Greg Rightmeyer)

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. **BOLLINGER STATUS/UPDATE:** Update on the Bollinger Building provided by the Bollinger group - Action Item
- B. **TRANSPORTATION UPDATE:** Update on current transportation projects and planning efforts provided by Public Works Director Dustin Johnson - Action Item
- C. **SURPLUS CITY PROPERTIES:** Discussion on potential surplus city properties - Action Item

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
- B. **CITY BOARDS AND COMMISSIONS LIAISON UPDATES**
- C. **MAYOR COMMENTS**
- D. **AGENDA TOPICS** - Action Item

VII. **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 City Clerk Kari Ravencroft at least forty-eight (48) hours in advance of the meeting at 208-746-3671, ext. 6203.

STATE OF IDAHO

COUNTY OF NEZ PERCE

} ss.

I, Patty O. Weeks, County Clerk of said county and state, do hereby certify that the attached is a full, true and complete copy of the abstract of votes for the question as it appeared on the election ballot on May 16, 2023 for the City of Lewiston as shown by the record of the Board of Canvassers filed in my office this 19th day of May 2023.





Patty O. Weeks, Clerk
Nez Perce County

**OFFICIAL RESULTS
NEZ PERCE COUNTY
CITY OF LEWISTON FRANCHISE FEE QUESTION ELECTION
May 16, 2023**

VOTING STATISTICS						CITY OF LEWISTON FRANCHISE FEE QUESTION ELECTION			
Precinct	Total Number of Registered Voters at Cutoff	Number of Election Day Registrants	Total Number of Registered Voters	Number of Ballots Cast	% of Registered Voters That Voted	In Favor Of	% In Favor Of	Against	% Against
1	641	0	641	29	4.52%	14	48.28%	15	51.72%
2	742	0	742	61	8.22%	16	26.23%	45	73.77%
3	838	0	838	75	8.95%	13	17.33%	62	82.67%
4	707	0	707	65	9.19%	19	29.23%	46	70.77%
5	618	0	618	51	8.25%	10	19.61%	41	80.39%
6	924	4	928	109	11.75%	28	25.69%	81	74.31%
7	590	1	591	73	12.35%	26	35.62%	46	63.01%
8	1,092	2	1,094	170	15.54%	43	25.29%	127	74.71%
9	1,185	0	1,185	116	9.79%	27	23.28%	89	76.72%
10	584	1	585	35	5.98%	5	14.29%	30	85.71%
11	909	2	911	60	6.59%	16	26.67%	44	73.33%
12	380	0	380	39	10.26%	7	17.95%	32	82.05%
13	705	0	705	56	7.94%	10	17.86%	46	82.14%
14	733	1	734	71	9.67%	9	12.68%	62	87.32%
15	605	1	606	51	8.42%	11	21.57%	40	78.43%
16	757	0	757	51	6.74%	12	23.53%	39	76.47%
17	925	1	926	103	11.12%	19	18.45%	84	81.55%
18	644	0	644	54	8.39%	19	35.19%	35	64.81%
19	1,070	2	1,072	127	11.85%	28	22.05%	99	77.95%
20	942	3	945	68	7.20%	12	17.65%	56	82.35%
21	1,237	1	1,238	141	11.39%	39	27.66%	102	72.34%
22	920	0	920	54	5.87%	11	20.37%	43	79.63%
Absentee				538		190	35.32%	348	64.68%
CO. TOTAL	17,748	19	17,767	2,197	12.37%	584	26.58%	1,612	73.37%



CITY COUNCIL MEETING AGENDA ITEM HISTORY/COMMENTARY

ITEM TITLE ORDINANCE 4886 (FIRST READING)	AGENDA NO. IV. B. AGENDA DATE: June 5, 2023
ITEM HISTORY (PREVIOUS COUNCIL REVIEWS, ACTION RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)	
ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS, ETC.) Please identify any or all impacts this proposed action would have on the City budget and/or personnel resources. Beautiful Downtown Lewiston has approached the City to reinstate the ability to have swag lines in the downtown area to promote their events. Ordinance 4886 amends Type III signs Lewiston City Code Section 30-11 to allow swag lines attached to utility poles in the Central Business District as defined in Lewiston City Code 37-145. These signs will require an encroachment permit through the Public Works Department and will require a height clearance of at least twenty (20) feet.	
BUDGET IMPACT	
ACTION PROPOSED Consider Ordinance 4886, which amends Lewiston City Code to allow swag lines in the Central Business District.	

CITY ORDINANCE NO. 4886

AN ORDINANCE OF THE CITY OF LEWISTON AMENDING SECTION 30-11(f) OF THE LEWISTON CITY CODE TO ALLOW TYPE III TEMPORARY SIGNS TO BE LOCATED WITHIN THE CENTRAL BUSINESS DISTRICT ON PRIVATELY-OWNED UTILITY POLES AND TO PROVIDE A MINIMUM HEIGHT CLEARANCE, AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1: Lewiston City Code § 30-11(f) is hereby amended as follows:

Sec. 30-11. Signs in the public right-of-way.

...

(f) Type III signs are temporary signs located within the central business district, as defined in section 37-145 of this Code, that are attached to city-owned or privately-owned utility poles. Type III signs are allowed only upon approval of an encroachment permit from the public works department pursuant to chapter 31, article III of this Code. If a Type III sign is proposed to be located on a privately-owned utility pole, then written permission from the owner of such privately-owned utility pole shall be provided at the time of application for an encroachment permit. A Type III sign shall have a height clearance of at least twenty (20) feet. A Type III sign shall not be an internally illuminated sign or an animated sign.

...

SECTION 2: This ordinance shall take effect and be in full force from and after its passage and publication.

PASSED this _____ day of _____ 2023.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

Kari J. Ravencroft, City Clerk

ORDINANCE NO. 4886

CITY ORDINANCE NO. 4889

AN ORDINANCE OF THE CITY OF LEWISTON AMENDING SECTION 31-2 OF THE LEWISTON CITY CODE TO ADD A DEFINITION FOR PARKLET; ENACTING SECTION 31-77 REGARDING PARKLETS, INCLUDING THE LOCATION WHERE PARKLETS ARE ALLOWED AND ASSOCIATED PROCEDURE; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1: Lewiston City Code § 31-2 is hereby amended as follows:

Sec. 31-2. Definitions.

...

Parklet means a small public gathering space that consists of a temporary structure; is an extension of the existing use of the adjacent, licensed business; is located on a public street; and is treated in all respects as a public sidewalk, but the facilities of which are privately owned and maintained.

...

SECTION 2: Lewiston City Code § 31-77 is hereby enacted as follows:

Sec. 31-77. Parklets.

(a) Location. Parklets shall only be allowed on Main Street between Third Street and Ninth Street in the city.

(b) Business license. Approval for a parklet may be granted as a modification to an existing business license or as part of a new business license.

(c) Encroachment permit. An encroachment permit issued by the department, along with the fee for an encroachment permit, as set by resolution of the Lewiston City Council and as may be amended from time-to-time, shall be required in order to install a parklet. At the time of application for an encroachment permit, written consent from the property owner(s) in front of which the proposed parklet would be located shall be provided to the city, in addition to all other information and materials required by the city's parklet design standards.

(d) Certificate of appropriateness. A certificate of appropriateness issued by the historic preservation commission shall be required in order to install a parklet, as set forth in chapter 19.5, article II of this code.

(e) Compliance with design standards and applicable laws and regulations. Parklets shall comply with the city's parklet design standards, as adopted by the Lewiston City Council and as may be amended from time-to-time, as well as all other applicable laws and

regulations, including, but not limited to, Lewiston City Code §§ 31-74 (Temporary right-of-way uses), 31-75 (Permanent and semi-permanent encroachments in the right-of-way), and 31-76 (Insurance required).

(f) *Maintenance.* Parklets shall be maintained by the holder of the encroachment permit at their own expense. Waste and litter clean-up within a parklet shall be the responsibility of the holder of the encroachment permit. Parklets shall, at all times, be free of any nuisance, hazard, danger, or sight obstruction for any pedestrian or vehicular traffic using the right-of-way.

(g) *Removal.* Removal of a parklet shall be at the expense of the holder of the encroachment permit. Chapter 43, articles I and IV of this code shall apply to a parklet deemed a public nuisance.

SECTION 3: This ordinance shall take effect and be in full force from and after its passage and publication.

PASSED this _____ day of _____ 2023.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

Kari J. Ravencroft, City Clerk

City of Lewiston Parklet Design Standards

Purpose Statement: The purpose of these Standards is to foster and encourage the downtown landowners and businesses to collaborate and develop a place of business and community for the benefit of the citizens of Lewiston.

Disclaimers:

1. The City of Lewiston retains the right to modify these standards at any time.
2. Nothing in these standards shall be construed to eliminate any authority of the City to operate, maintain, and steward the right of way.
3. Should at any time, the parklet discussion result in an undue burden to the City of Lewiston staff to administer, the City Council may instruct the cancellation of this program and require the removal of all parklets, without qualification, at the permit holder's(s') expense.
4. It is the responsibility of the permit holder to provide detailed information at the time of submittal to illustrate the aesthetics of the parklet and its compliance with these standards.
5. Parklets that are constructed and do not meet the description of the proposed project are subject to removal at the permit holder's expense. Parklets constructed but determined to not be compliant with the proposed design shall be corrected or be removed at the permit holder's expense. Parklets that are not maintained shall be removed at the permit holder's expense.
6. The City of Lewiston retains the right to instruct the removal of any parklet at any time. If the instruction is not followed promptly as directed, the City of Lewiston may remove the parklet, or cause it to be removed, at the permit holder's expense.
7. The City of Lewiston shall not be liable for damages to any parklet at any time for any reason.
8. Permit holder accepts all liability for the parklet they are installing. Granting of a permit shall not implicate the City of Lewiston in any way for accidents or injuries resulting from the installation.

Definitions: See Lewiston City Code.

Section 1: General Requirements

1. Permit applications for parklets shall be administered by the Public Works Department through the encroachment permit process.
2. Permit applicants shall be business and/or land owners fronting the location of the proposed parklet.
3.  An encroachment permit application fee is required at the time of application.

4. Parklets allowed in locations as defined by Lewiston City Code.
5. No exceptions or modifications from the Lewiston City Code or Standards may be approved without written approval from the City Engineer.
6. Parklet placement and location shall adhere to Lewiston City Code and AASHTO (American Association of State Highway and Transportation Officials) guidelines with special consideration given to accommodating sight distances and ensuring the safety of the traveling public.
7. Sections of the Lewiston City Code that are directly applicable to parklet design are included below for quick reference, but this does not relieve the permit holder of being responsible for adherence to the Lewiston City Code and Standards in their entirety.
 - a. Chapter 19.5, Article II, Certificate of Appropriateness - The permit holder shall submit the Lewiston Historic District Application for Certificate of Appropriateness to Community Development for review by the Historic Preservation Commission. This form is available on the [City of Lewiston website](#).
 - b. Clear vision area requirements, as defined in Section 31-2 of the Lewiston City Code shall be required and maintained on the corners of all public and private property (Lewiston City Code 31-23).
 - c. See Lewiston City Code Sec.31-74 "Temporary Right-of-Way Uses."
 - d. See Lewiston City Code Sec. 31-75 "Permanent and Semi-Permanent Encroachments in the Right-of way".
 - e. See Lewiston City Code Sec. 31-76 "Insurance Required".
8. Parklets shall be temporary structures.
 - a. Not attached to roadway or sidewalk with anchors embedded in the ground surface or adjacent structure (e.g. buildings, planter boxes, existing poles).
 - b. Ability to disassemble and remove within a 24-hour period.
 - c. No plumbing allowed.
9. Minimum clearance in roadway
 - a. The permit holder shall have a professional engineer, licensed in Idaho, evaluate and make written recommendations for safe offset from edge of travel way.
 - b. Maintain a minimum eleven (11) foot clear driving lane width for Main Street with a two (2) foot minimum shy distance to the edge of the parklet obstructions from the edge of the lane. *No objects or structure shall overhang or encroach into the shy distance.*

- c. Parklets shall not be installed within fifteen (15) feet of a fire hydrant and/or visually obstruct a fire hydrant or other fire appliance from the roadway.
 - d. Parklets shall not encroach within three (3) feet of existing crosswalks.
 - e. Parklets shall not displace ADA parking spaces without providing an equal number of ADA spaces in a suitable ADA location (e.g. proper cross slopes, close to ADA ramps and crosswalks)
 - f. Parklets shall not obstruct, cover, or encroach within three (3) feet of any utility access or method of operation (e.g. water valves, manholes, inlets, access hatches, etc.).
10. Parklet's shall comply with ICC A117.1, Accessible and Usable Buildings and Facilities.
 11. Alcoholic beverages may be allowed per the applicable Lewiston City Code.
 12. Parklets shall not displace more than two (2) street parking spaces per permit holder.
 13. Parklets may displace planter space but may not cause for the removal of existing trees.
 14. A minimum of 5 parking spaces shall be maintained between parklets except where an existing planter is being repurposed and parking is not being displaced by the proposed parlet.
 15. At the time of application for an encroachment permit, written consent from the property owner(s) in front of which the proposed parklet would be located shall be provided to the city, in addition to all other information and materials required by the city's parklet design standards.

Section 2: Curb Interface

1. Parklet design shall allow for stormwater flow and drainage along the curb. A proposed design to accomplish this shall be submitted to the Public Works Department for approval by the City Engineer. The design shall be stamped by a professional engineer, licensed in Idaho, and accommodate the City of Lewiston **design** storm.
 - a. If the parklet restricts stormwater flows such that adjacent properties are flooded, the permit holder shall be liable for damages.
2. At the entrance to the parklet, the maximum horizontal gap between the curb and the parklet surface shall be one-quarter inch (1/4").
3. At the entrance to the parklet, the maximum vertical gap shall be one-quarter inch (1/4") from top of curb to the parklet surface.
4. The parklet connection from sidewalk to top of finished parklet platform must meet ADA requirements.

Section 3: Sight Line Elements and Requirements

1. The parklet design must ensure visibility to passing traffic and pedestrians and not create a visual barrier.
2. No continuous opaque barriers above thirty-six (36) inches high measured from the street level. Posts, rails and vertical elements may be allowed if adequate visibility is maintained for the driver through the barrier and if they do not encroach on the clear vision area.
3. A minimum clearance of ten (10) feet above the sidewalk to the bottom edge of an overhead cover is required. Umbrellas contained within the parklet and not overhanging the edge of the parklet, walkway, or street may be lowered to eight (8) feet if adequate visibility is maintained for the traveling public.
4. The parklet shall have a notable, defined edge along the side of the parklet facing the roadway and adjacent parking stalls to clearly define the parklet space from space used by traffic. This can be accomplished via a continuous railing, planter, fence or similar structure.
5. The height of the street side edge is dependent on the context but should be thirty (30) inches minimum.
6. A minimum two (2) foot buffer is required between the clear drive lane width, as determined by a licensed engineer (see General Requirements 4.a.), and any parklet features.

Section 4: Parklet Amenities

1. Parklet amenities are subject to approval through the encroachment permit process.
2. Signage
 - a. All parklets must feature signs indicating the space is public. The sign must explain the hours when the parklet is for the use of the adjacent business and when it is available to the public. The signs should be mounted so it is visible from the sidewalk. Signs requiring permitting pursuant to Lewiston City Code Chapter 30, Sign Code, shall be so licensed.
 - b. Signage shall require a separate permit issued by Community Development per the Lewiston City Code.
3. Heating and Gas Power
 - a. Outdoor heaters and elements that use gas or propane fuel are allowed in parklets with approval of the City of Lewiston.
4. Lighting
 - a. Lighting may be allowed as a condition of the permit as a self-contained, low-voltage system (such as solar or battery powered light system).
 - b. Decorative or seasonal lighting may be allowed.
 - c. Private electrical wiring shall not be allowed in the right-of-way.

- d. Lighting shall not impede or hinder driver visibility or provide a distraction.
- e. Flashing or strobe lights are prohibited.
- f. Lighting posing a hazard to the traveling public, or shining in such a way as to be a nuisance, shall be removed immediately.

Section 5: Maintenance

1. Parklets shall be maintained by the holder of the encroachment permit at their own expense per Lewiston City Code 31-77.
2. Parklets shall be in good repair, free from hazards, clean and sanitary, and free from debris, filth, rubbish, garbage, mold, rodents, or vermin or they shall be subject to removal at the permit holder(s) expense.
3. Waste and litter clean-up are the responsibility of the permit holder(s). The permit holder(s) shall provide adequate trash receptacles and maintain them in good order and empty them at least daily.
4. The permit holder(s) shall regularly clean out the curb along the parklet to ensure it is free from debris and ready for stormwater flow in the curb line.

Section 6: Application Submittal

Plans shall include sufficient detail to allow for adequate review. The following items must be shown on the site plans submitted with the permit application.

1. The City of Lewiston Encroachment Permit application is available on the [City of Lewiston website](#).
2. Provide plan and elevation drawings with materials, finishes and colors specified.
3. Clearly define the extents of the Parklet.
4. Seating layout plan.
5. Street and sidewalk utilities (i.e. manholes, water valves, mains, catch basins, landscaping, etc.).
6. Street poles and signs.
7. Fire hydrants and Fire Department connections on buildings.
8. Street furniture (litter cans, benches, etc.).
9. Sidewalk and street grade elevations.
10. Parklet dimensions including dimensions of the eight (8) foot required clear distance walkway, dimensions of the clear distance to any obstruction or surrounding posts, structures, planter, fire hydrants, signs, buildings, vegetation, etc.

11. Parklet materials, design elements or other proposed features.
12. Stamped letter and designs from a professional engineer, licensed in Idaho, per Section 1: General Guidelines 6.a. and Section 2: Curb Interface 1.
13. The construction placement of any overhead structure shall require a separate permit issued by Community Development through the City of Lewiston Building Official.
14. Signage shall require a separate permit issued by Community Development.
15. Provide a Certificate of Appropriateness from the City of Lewiston, through the review process for the Historic Preservation Commission.
16. A non-refundable permit application fee shall be submitted with the application and before the review process may begin.



CITY COUNCIL MEETING AGENDA ITEM HISTORY/COMMENTARY

ITEM TITLE FINAL PLAT: THE ESTATES AT CANYON CREST - PHASE IIIC-2	AGENDA NO. IV. D. AGENDA DATE: June 5, 2023
ITEM HISTORY (PREVIOUS COUNCIL REVIEWS, ACTION RELATED TO THIS ITEM, OTHER PERTINENT HISTORY) This development has an extensive history of Council actions starting in 2006, that include an annexation, a PUD agreement with subsequent amendments, preliminary and final plats for the first three phases of development, agreements concerning the construction of an interceptor sewer line, easements and agreements on sidewalk construction, and a subdivision modification request to allow three residential lots with double frontages on public rights-of-way. On April 26, 2021, the City Council accepted the recommendation of the City of Lewiston Planning and Zoning Commission and approved the preliminary plat for this phase. On August 9, 2021 the City Council approved the final plat for phase IIIB-2. On October 25, 2021 the Lewiston City Council Approved the final plat for Phase IIIC-1. The Estates at Canyon Crest Phase IIIC-2 is the third and last, final plat associated with the April 26 preliminary plat.	
ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS, ETC.) Please identify any or all impacts this proposed action would have on the City budget and/or personnel resources. The Estates at Canyon Crest Phase IIIC-2 contains 2.77 acres, and is comprised of 10 residential lots in 1 block. Approximately 303 l.f. of public street and associated public utilities have been constructed to service the completed subdivision. Pathway Court is a cul-de-sac street with an approved fire department turn-around that conforms to the requirements of the Fire Department's Standard Operating Procedure #906, at its westerly terminus. This plat conforms to the Planned Unit Development Agreement and Amendments, the applicable zoning regulations, the subdivision code, and the requirements of Title 50, Chapter 13 of the Idaho Code. The presented final plat is in substantial conformance with the approved preliminary plat. Approval of this plat and development of the lots will have an impact on Public Works' staff and budgets as a result of the additional maintenance for the new City street and associated public utility infrastructure.	
BUDGET IMPACT	

ACTION PROPOSED

Staff recommends that Council vote to approve and accept the Estates at Canyon Crest, Phase IIIC-2 – final plat as presented.

LINE TABLE		
Line #	Length	Direction
L1	6.57	S85° 51' 02"W
L2	48.53	S84° 21' 40"W
L3	13.22	N85° 51' 02"E

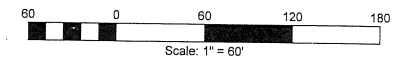
CURVE TABLE					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	7.32	500.00	0°50'19"	N4° 11' 52"E	7.32
C2	72.19	500.00	8°16'21"	N0° 21' 28"W	72.13
C3	179.88	500.00	20°36'47"	N14° 48' 02"W	178.91
C10	79.34	530.00	8°34'38"	N6° 08' 58"W	79.27
C11	32.21	20.00	92°17'19"	N48° 00' 18"W	28.84
C12	16.95	20.00	48°32'58"	S61° 34' 33"W	16.44
C13	81.88	51.00	69°31'25"	S72° 03' 46"W	58.16
C14	60.12	51.00	67°32'11"	N39° 24' 28"W	56.70
C15	71.01	51.00	79°46'15"	N34° 14' 47"E	65.41
C16	63.65	51.00	60°16'06"	S75° 44' 02"E	51.21
C17	16.95	20.00	48°32'58"	S69° 52' 29"E	16.44
C18	28.36	20.00	81°14'00"	N45° 14' 02"E	26.04
C19	74.74	470.00	9°06'40"	S0° 03' 42"W	74.65
C20	54.98	530.00	5°56'38"	S7° 27' 57"E	54.96

NOTES

- Encroachments: None
- This subdivision and the development thereof will comply with the requirements of the Canyon Crest Planned Unit Development Agreement. All Provisions of the PUD Agreement approved in Resolution 2017-27 apply to this property.
- All Lot Frontages shall have 10-foot wide public sidewalk, utility and storm water easements.
- All Lots are required to provide on-site, subsurface for the storm water generated by all impervious surfaces except for an allowed 1000 square feet.

BASIS OF BEARING

The basis of bearing for this plat is N89°45'04"W along the South Line of The Estates at Canyon Crest - Phase II, between the SE Corner of Section 10 and the SW Corner of said The Estates at Canyon Crest - Phase II. Distances shown hereon are in terms of the grid.



LEGEND

---	Traverse Line
---	Centerline
---	New Lot Line
---	Existing Lot Line
---	Plat Boundary
---	Utility Easement
XXXXXX (XXXXXX)	Field Measurement
●	Record Measurement
●	Found Property Corner with LS 2102 plastic cap
○	Set 5/8" dia. Rebar w/ yellow cap stamped, "HEDCO ID 2102," or as noted
▲	Calculated Corner, nothing found or set
⊙	Set Centerline Monument
⊙	Found Centerline Monument

BOUNDARY DESCRIPTION

A Parcel of land, located in the SE¼ of Section 10, T.35N., R.5W., Boise Meridian, Nez Perce County, Lewiston, Idaho, more particularly described as follows:

Commencing at the SE Corner of Section 10 located at the intersection of 18th Street and Warner Avenue; thence N41°24'51"W 981.77 feet to a point on the westerly right-of-way line of said 18th Street, also being a point on the northerly boundary line of The Estates at Canyon Crest - Phase IIIC-1, and the TRUE POINT OF BEGINNING for this description.

thence continuing along said northerly boundary line S82°04'36"W 404.01 feet to a point on the easterly boundary line of The Estates at Canyon Crest - Phase IIIB-2;

thence continuing along said boundary N5°50'11"W 107.72 feet;

thence continuing along said boundary N3°04'28"E 182.09 feet;

thence N87°06'31"E 404.09 feet to a point on the westerly right-of-way line of said 18th Street;

thence S85°22'58"E 60.00 feet to a point on the easterly right-of-way line of said 18th Street;

thence continuing along said right-of-way line S4°37'02"W 115.37 feet;

thence continuing along said right-of-way line 74.74 feet which is a curve to the left having a radius of 470.00 feet, a central angle of 9°06'40", and chord length of 74.66 feet bearing S0°03'42"W;

thence S85°30'22"W 60.00 feet to a point on the westerly right-of-way line of said 18th Street;

thence continuing along said right-of-way line 54.98 feet which is a curve to the left having a radius of 530.00 feet, a central angle of 5°56'38", and chord length of 54.96 feet bearing S7°27'57"E to the TRUE POINT OF BEGINNING for this description.

Said Parcel contains 2.77 Acres, more or less.



HEDCO

HAMMOND ENGINEERING & DEVELOPMENT CO.
23020 Penny Lane, Juliaetta, Idaho 83535
(208) 843-8303

**THE ESTATES AT CANYON CREST -
PHASE IIIC-2**
SE1/4, S. 10, T. 35 N., R. 5 W., B.M.
CITY OF LEWISTON
NEZ PERCE COUNTY, IDAHO

SCALE		1"=60'	
DRAWN BY MEE		CHECKED BY JSH	
DATE 5-23-23		JOB # 2122	
SHEET		1 OF 2	
DRAWING #		2122-FP1	

DEDICATION

RPL Development, LLC, an Idaho limited liability company, as its sole and separate property, being the owner of the land and premises in the accompanying plat, have caused said land to be subdivided and platted as shown upon said Plat as an addition to the City of Lewiston, Idaho, to be known as The Estates at Canyon Crest - Phase IIIC-2. Said undersigned Managing Member does herewith declare their intentions to include the land located within the boundaries of said plat and they hereby dedicate to the City of Lewiston, unless identified as a private easement, all of the public easements and rights-of-way as shown upon said plat.

IN WITNESS WHEREOF We do hereby set our hands.

This 23rd day of May, 2023

R. R. R., Managing Member

WATER SYSTEM CERTIFICATE

All of the lots described in this plat will be eligible to receive water service from Lewiston Orchards Irrigation District (L.O.I.D.), a utility subject to the regulation of the Idaho Public Utilities Commission. L.O.I.D. has agreed in writing to serve all the lots in this subdivision.

RPL Development, LLC

R. R. R., Managing Member

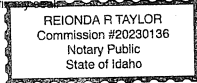
ACKNOWLEDGMENT

STATE OF IDAHO }
COUNTY OF NEZ PERCE } S.S.

Before me, the undersigned notary public, personally appeared Brian Schmidt, known or identified to me to be the authorized signer of RPL Development, LLC, an Idaho limited liability company, the corporation that executed the foregoing Owner's Certificate or the persons who executed the foregoing Owner's Certificate on behalf of said corporation, and acknowledged to me that such corporation executed the same.

In witness thereof, this 23rd day of May, 2023, I set my hand and affix my seal.

Rionda R Taylor Lewiston
Notary Public Residing in
My Commission Expires 1/12/29



FUTURE DEVELOPMENT 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.

BOUNDARY DESCRIPTION (see Sheet 1 for the legal description of the portion of this parcel being subdivided by this plat)

The Estates at Canyon Crest - Preliminary Plat (Phase IIIB-2, IIIC-1 & IIIC-2) Boundary (Instrument No. 885624)

A Parcel of land, located in the SE¼ of Section 10, T.35N., R.5W., Boise Meridian, Nez Perce County, Lewiston, Idaho, more particularly described as follows:

Commencing at the SE Corner of Section 10 located at the intersection of 18th Street and Warner Avenue; thence continuing along the Centerline of said 18th Street N 00°53'00" E 352.64 feet; thence continuing along said Centerline 245.32 feet which is a curve to the left having a radius of 500.00 feet, a central angle of 28°06'40" and a chord length of 242.88 feet bearing N 13°10'20"W; thence continuing along said Centerline N 27°13'40" W 156.50 feet to a point; thence S 62°46'20" W 30.00 feet to a point on the westerly right-of-way line of said 18th Street, also being a point on the northerly boundary line of The Estates at Canyon Crest - Phase IIIA, and the TRUE POINT OF BEGINNING for this description.

thence continuing along said right-of-way line N 27° 13' 40" W 101.09 feet;
thence continuing along said right-of-way line 210.29 feet which is a curve to the right having a radius of 530.00 feet, a central angle of 22° 44' 02", and chord length of 208.92 feet bearing N 15° 51' 39" W;
thence N 85° 30' 22" E 60.00 feet to a point on the easterly right-of-way line of said 18th Street;
thence continuing along said right-of-way line 74.74 feet which is a curve to the right having a radius of 470.00 feet, a central angle of 09° 06' 40", and chord length of 74.66 feet bearing N 00° 03' 42" E;
thence continuing along said right-of-way line N 04° 37' 02" E 115.37 feet;
thence N 85° 22' 58" W 60.00 feet to a point on the westerly right-of-way line of said 18th Street;
thence S87°06'31"W 404.09 feet;
thence N3°04'28"E 101.74 feet to a point on the southerly right-of-way line of future Ridgeview Drive;
thence continuing along said future right-of-way line N88°21'59"E 288.42 feet;
thence S3°17'26"W 354.29 feet;
thence S 09° 16' 31" E 89.38 feet to a point;
thence S 12° 36' 34" E 88.60 feet to a point and the northwesterly corner of The Estates at Canyon Crest - Phase IIIB-1;
thence continuing along said boundary N 71° 51' 01" E 119.45 feet to a point on the westerly right-of-way line of Parkridge Way;
thence N 72° 36' 45" E 60.00 feet to a point on the easterly right-of-way of said Parkridge Way;
thence S 17° 23' 15" E 43.32 feet to a point on the easterly right-of-way line of said Parkridge Way;
thence N 72° 36' 45" E 101.97 feet to a point and the northeasterly corner of said The Estates at Canyon Crest - Phase IIIB-1;
thence S 20° 03' 47" E 220.25 feet;
thence continuing along said Phase IIIB-1 boundary line N 66° 20' 35" E 114.40 feet to a point on the westerly right-of-way line of Canyon Crest Way;
thence N 60° 26' 14" E 60.00 feet to a point on the easterly right-of-way line of said Canyon Crest Way;
thence N 78° 18' 11" E 258.80 feet to a point on the westerly right-of-way line of said 18th Street, and the TRUE POINT OF BEGINNING for this description.

Said Parcel contains 8.78 Acres, more or less.

CITY CLERKS 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 _____, 2023.

City Clerk, City of Lewiston

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

Duke Antonich 5/24/23
Engineer, City of Lewiston Date
P.E. 18362

CITY SURVEYOR'S CERTIFICATE

I hereby certify that I have examined this plat and that it complies with the requirements of Title 50, Chapter 13, Idaho Code.

W. T. W. 5/24/23
Surveyor, City of Lewiston Date
P.L.S. 10504

COUNTY TREASURER'S CERTIFICATE

I hereby certify that all ad valorem taxes and assessments for the property hereon described have been paid for the year 2022 and preceding years.

Dei Schaeffer Rapp 5-23-23
Nez Perce County Treasurer Date

PUBLIC HEALTH - IDAHO NORTH CENTRAL DISTRICT

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied based on the Department of Environmental Quality (DEQ) approval of the design plans and specifications and the conditions imposed on the developer for continued satisfaction of the sanitary restrictions. Buyer is cautioned that at the time of this approval, no drinking water or sewer/septic facilities were constructed. Building construction can be allowed with appropriate building permits if drinking water or sewer facilities have since been constructed or if the developer is simultaneously constructing those facilities. If the developer fails to construct facilities or meet the other conditions of DEQ, then sanitary restrictions may be reimposed, in accordance with Section 50-1326, Idaho Code, by the issuance of a certificate of disapproval, and no construction of any building or shelter requiring drinking water or sewer/septic facilities shall be allowed.

Pat Ziegler 5/23/23
Environmental Health Specialist Date

SURVEYOR'S CERTIFICATE

I, Jack S. Hammond, Professional Engineer and Professional Land Surveyor in the State of Idaho, hereby certify that I have surveyed the The Estates at Canyon Crest - Phase IIIC-2 to the City of Lewiston, Idaho as herein drawn and described and that the streets, lots, distances and monuments have been measured and located as herein shown.

Witness my hand and seal this 23rd day of May, 2023.

Jack S. Hammond
Jack S. Hammond Idaho License No.2102



NARRATIVE

a) Purpose of Survey

The purpose of this survey is to subdivide the overall parcel into multiple residential lots, right-of-ways, and supporting infrastructure parcels as required by the City of Lewiston.

b) Public Records

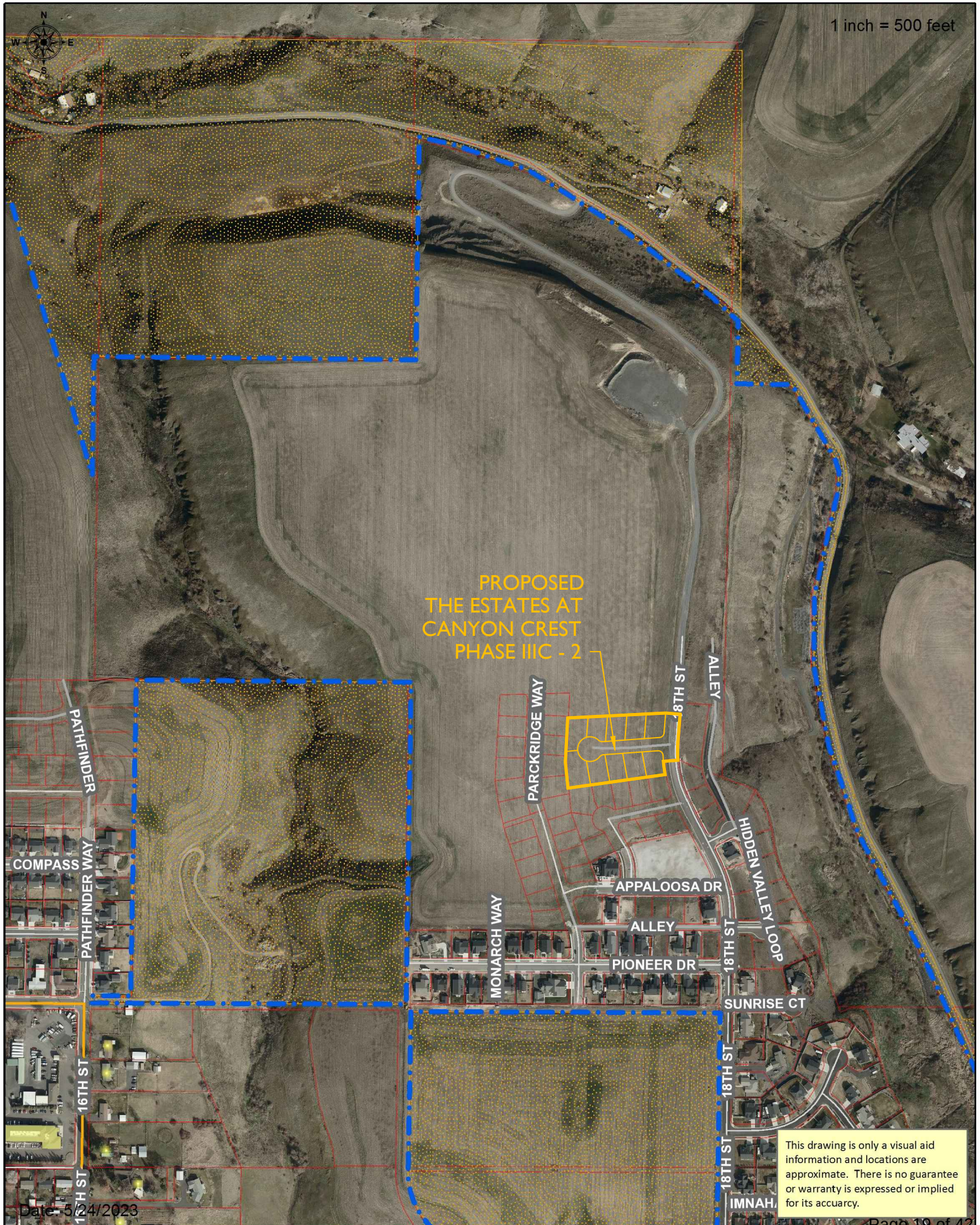
Public Record Documents used in This Survey include the plats of The Estate at Canyon Crest - Phase II (Instr. No. 833134), The Estate at Canyon Crest - Phase IIIA (Instr. No. 853625), The Estate at Canyon Crest - Phase IIB-1 (Instr. No. 881264), The Estate at Canyon Crest - Phase IIB-2 (Instr. No. 891798), and The Estate at Canyon Crest - Phase IIIC-1 (Instr. No. 894396). Corner Perpetuation Filings: Instr. No. 759894 & 761100.



**THE ESTATES AT CANYON CREST -
PHASE IIIC-2
SE1/4, S. 10, T. 35 N., R. 5 W., B.M.
CITY OF LEWISTON
NEZ PERCE COUNTY, IDAHO**

DRAWN BY MEE	CHECKED BY JSH
DATE 5-23-23	JOB # 2122
SHEET 2 OF 2	
DRAWING # 2122-FP2	

City of Lewiston



1 inch = 500 feet

PROPOSED
THE ESTATES AT
CANYON CREST
PHASE IIIC - 2

PATHFINDER WAY

COMPASS

16TH ST

MONARCH WAY

PARKRIDGE WAY

ST HL 81

ALLEY

APPALOOSA DR

ALLEY

PIONEER DR

HIDDEN VALLEY LOOP

SUNRISE CT

ST HL 81

ST HL 81

IMNAH

Date: 5/24/2023

This drawing is only a visual aid
information and locations are
approximate. There is no guarantee
or warranty is expressed or implied
for its accuracy.



CITY COUNCIL MEETING AGENDA ITEM HISTORY/COMMENTARY

ITEM TITLE FINAL PLAT: THE ESTATES AT CANYON CREST - PHASE IIIC-3	AGENDA NO. IV. E. AGENDA DATE: June 5, 2023
ITEM HISTORY (PREVIOUS COUNCIL REVIEWS, ACTION RELATED TO THIS ITEM, OTHER PERTINENT HISTORY) This property has an extensive history of Council actions starting in 2006, that include an annexation, a PUD agreement with subsequent amendments, preliminary and final plats for the first three phases of development, agreements concerning the construction of an interceptor sewer line, easements and agreements on sidewalk construction, a subdivision modification request to allow three residential lots with double frontages on public rights-of-way, and six previous subdivision final plats. The most recent action by the Council was the approval of the preliminary plat for Phases IIIC-3, IVA-1, IVA-2, and IVA-3 at the July 25, 2022 City Council meeting. The final plat for The Estates at Canyon Crest Phase IIIC-2 which is adjacent to the south-easterly boundary of this plat, is currently in the process of consideration for approval as well.	
ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS, ETC.) Please identify any or all impacts this proposed action would have on the City budget and/or personnel resources. The Estates at Canyon Crest – Phase IIIC-3 final plat proposes to subdivide approximately 3.79 acres of property located within the Canyon Crest Planned Unit Development’s Phase III planning area, into 12 Lots. The proposed development is adjacent to the northerly edge of the existing Estates at Canyon Crest Phase IIIB-2 and the Proposed Phase IIIC-2 developments. The approved preliminary plat for this subdivision contained a proposal for four phases, and this is the first final plat to be submitted based on that approved preliminary plat. The proposed subdivision is subject to, and complies with, the conditions of the current Canyon Crest PUD agreement, and the Master Declaration of Covenants, Conditions, and Restrictions for the Estates at Canyon Crest. Approximately 1,110 l.f. of public street and associated public utilities have been constructed to service the lots in this phase. The constructed streets extend the existing Parkridge Way and 18th Street alignments northerly, and the new Golden Hills Drive provides an east-west link between Parkridge Way and 18th Street. Golden Hills Drive extends to the western edge of the proposed subdivision to provide access to the undeveloped land west of the proposed subdivision (and outside of the approved preliminary plat) in conformance with Section 32-32(d) of the subdivision code. 18th Street is currently constructed northward to Lindsay Creek Road to the minimum fire access road standard (to fulfill emergency services supplemental access requirements), and will continue to	

be improved as the development progresses northward. Parkridge way stormwater run-off will be directed to infiltration systems behind the street curbing. All other stormwater shall be conveyed to the stormwater detention basin that was constructed during Phase IIIA. Water service for the proposed lots is provided by The Lewiston Orchards Irrigation District. Sanitary sewer service is provided by the City of Lewiston. Avista Utilities, Centurylink/Lumen, Sparklight, and The Port of Lewiston have also confirmed their intent to provide utility service.

The subject property is currently zoned PUD, and the proposed development adheres to the requirements of the amended Canyon Crest PUD Agreement and the City of Lewiston Zoning Ordinance, City Code Chapter 37.

The preliminary plat complies with the applicable requirements of the City of Lewiston Subdivision Ordinance, City Code Chapter 32, and Idaho Code Title 50, Chapter 13, for plats and vacations.

Approval of this plat and development of the lots will have an impact on Public Works' staff and budgets as a result of the additional maintenance for the added City streets and public utility systems.

BUDGET IMPACT

ACTION PROPOSED

Staff recommends that the Lewiston City Council approve and accept The Estates at Canyon Crest, Phase IIIC-3 final plat.

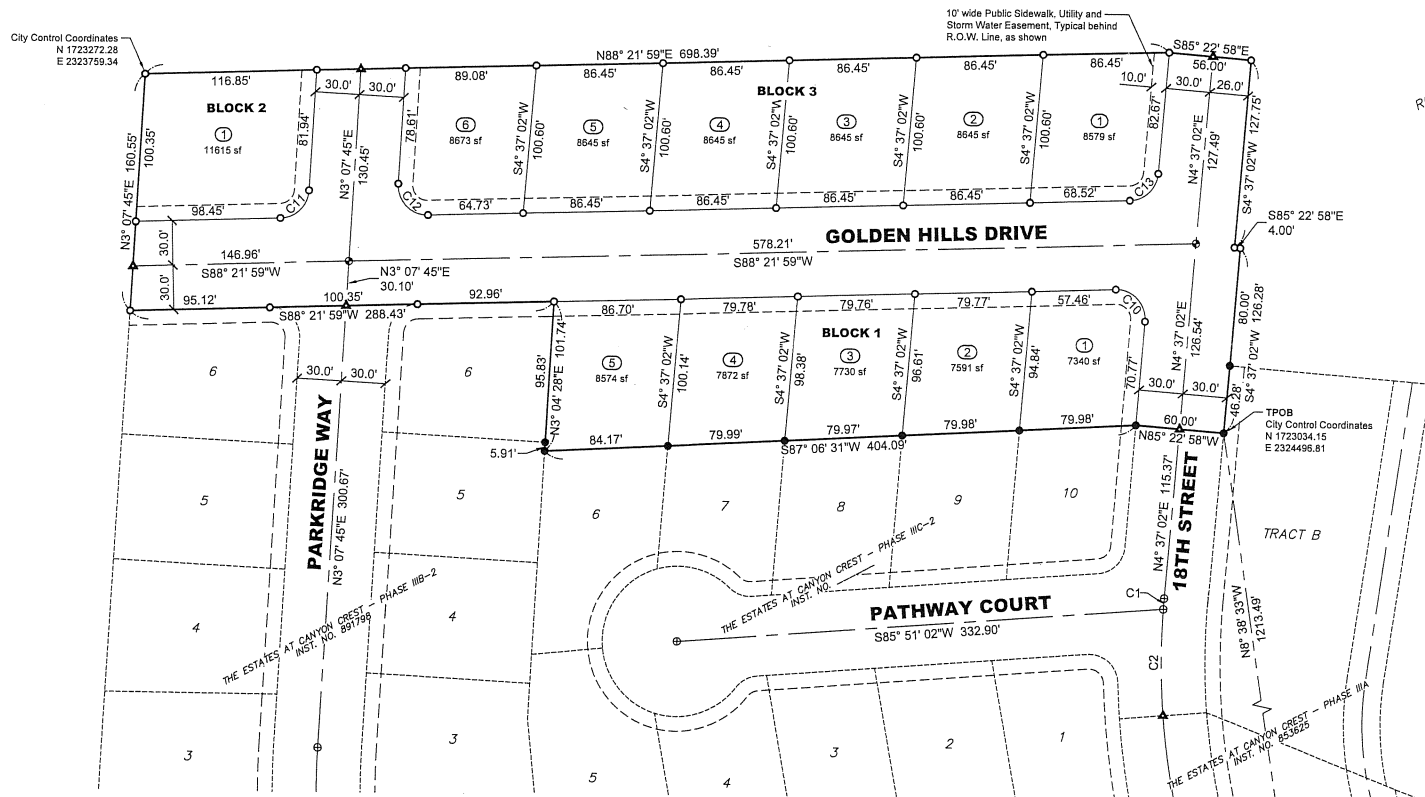
ROCKY POINT SIX, LLC
(UNPLATTED)

City Control Coordinates
N 1723272.28
E 2323759.34

10' wide Public Sidewalk, Utility and
Storm Water Easement, Typical behind
R.O.W. Line, as shown

ROCKY POINT SIX, LLC
(UNPLATTED)

CURVE TABLE					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	7.32	500.00	0°50'19"	N4° 11' 52"E	7.32
C2	72.19	500.00	8°16'21"	N0° 21' 28"W	72.13
C10	33.60	20.00	96°15'03"	N43° 30' 30"W	29.78
C11	29.75	20.00	85°14'14"	N45° 44' 52"E	27.08
C12	33.08	20.00	94°45'46"	S44° 15' 08"E	29.44
C13	29.23	20.00	83°44'57"	N46° 29' 30"E	26.70

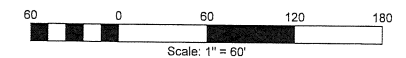


NOTES

- Encroachments: None
- This subdivision and the development thereof will comply with the requirements of the Canyon Crest Planned Unit Development Agreement. All Provisions of the PUD Agreement approved in Resolution 2017-27, and amended by Instrument No. 894985, apply to this property.
- All Lot Frontages shall have 10-foot wide public sidewalk, utility and storm water easements.
- All Lots are required to provide on-site, subsurface for the storm water generated by all impervious surfaces except for an allowed 1000 square feet.
- Block 1, Lots 1-5 shall comply with Instrument No. 853192 (Development Master Plan).
- Block 2, Lot 1 and Block 3, Lots 1-6 will comply with Instrument No. 894985 (Development Master Plan).

BASIS OF BEARING

The basis of bearing for this plat is N89°45'04"W along the South Line of The Estates at Canyon Crest - Phase II, between the SE Corner of Section 10 and the SW Corner of said The Estates at Canyon Crest - Phase II. Distances shown hereon are in terms of the grid.



LEGEND

- Traverse Line
- - - Centerline
- New Lot Line
- - - Existing Lot Line
- Plat Boundary
- Utility Easement
- XXXXXX (XXXXXX) Field Measurement Record Measurement
- Found Property Corner with LS 2102 plastic cap
- Set 5/8" dia. Rebar w/ yellow cap stamped, "HEDCO ID 2102," or as noted
- ▲ Calculated Corner, nothing found or set
- ⊙ Set Centerline Monument
- ⊙ Found Centerline Monument

BOUNDARY DESCRIPTION

A Parcel of land, located in the SE¼ of Section 10, T.35N., R.5W., Boise Meridian, Nez Perce County, Lewiston, Idaho, more particularly described as follows:

Commencing at the SE Corner of Section 10 located at the intersection of 18th Street and Warner Avenue; thence N8°38'33"W 1213.49 feet to a point on the easterly right-of-way line of said 18th Street, also being a point on the northerly boundary line of The Estates at Canyon Crest - Phase IIIC-2, and the TRUE POINT OF BEGINNING for this description.

thence continuing along said northerly boundary line N85°22'58"W 60.00 feet to a point on the westerly right-of-way line of said 18th Street;

thence continuing along said northerly boundary line S87°06'31"W 404.09 feet to a point on the easterly boundary line of The Estates at Canyon Crest - Phase IIIB-2;

thence continuing along said boundary line N3°04'28"E 101.74 feet to a point on the southerly right-of-way line of Golden Hills Drive;

thence continuing along said right-of-way line S88°21'59"W 288.43 feet to the northwesterly corner of said The Estates at Canyon Crest - Phase IIIB-2;

thence N3°07'45"E 160.55 feet;

thence N88°21'59"E 698.39 feet to a point on the westerly right-of-way line of said 18th Street;

thence S85°22'58"E 56.00 to a point on the easterly right-of-way line of said 18th Street;

thence continuing along said right-of-way line S4°37'02"W 127.75 feet;

thence continuing along said right-of-way line S85°22'58"E 4.00 feet;

thence continuing along said right-of-way line S4°37'02"W 126.28 feet to the TRUE POINT OF BEGINNING for this description.

Said Parcel contains 3.79 Acres, more or less.



HEDCO
HAMMOND ENGINEERING & DEVELOPMENT CO.
23020 Penny Lane, Juliaetta, Idaho 83535
(208) 843-9303

**THE ESTATES AT CANYON CREST -
PHASE IIIC-3**
SE1/4, S. 10, T. 35 N., R. 5 W., B.M.
CITY OF LEWISTON
NEZ PERCE COUNTY, IDAHO

SCALE 1"=60'	
DRAWN BY MEE	CHECKED BY JSH
DATE 5-23-23	JOB # 2203
SHEET 1 OF 2	
DRAWING # 2203-FP1	

DEDICATION

RPL Development, LLC, an Idaho limited liability company, as its sole and separate property, being the owner of the land and premises in the accompanying plat, have caused said land to be subdivided and platted as shown upon said Plat as an addition to the City of Lewiston, Idaho, to be known as The Estates at Canyon Crest - Phase IIIC-3. Said undersigned Managing Member does herewith declare their intentions to include the land located within the boundaries of said plat and they hereby dedicate to the City of Lewiston, unless identified as a private easement, all of the public easements and rights-of-way as shown upon said plat.

IN WITNESS WHEREOF We do hereby set our hands.

This 23rd day of May, 2023

[Signature], Managing Member

WATER SYSTEM CERTIFICATE

All of the lots described in this plat will be eligible to receive water service from Lewiston Orchards Irrigation District (L.O.I.D.), a utility subject to the regulation of the Idaho Public Utilities Commission. L.O.I.D. has agreed in writing to serve all the lots in this subdivision.

RPL Development, LLC

[Signature], Managing Member

ACKNOWLEDGMENT

STATE OF IDAHO }
COUNTY OF NEZ PERCE } S.S.

Before me, the undersigned notary public, personally appeared Brian Schmidt ~~Daniel K. Mader~~, known or identified to me to be the authorized signer of RPL Development, LLC, an Idaho limited liability company, the corporation that executed the foregoing Owner's Certificate or the persons who executed the foregoing Owner's Certificate on behalf of said corporation, and acknowledged to me that such corporation executed the same.

In witness thereof, this 23rd day of May, 2023, I set my hand and affix my seal.

Rianda R Taylor
Notary Public
My Commission Expires 1/12/29

Lewiston
Residing in

REIONDA R TAYLOR
Commission #20230136
Notary Public
State of Idaho

FUTURE DEVELOPMENT 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.

BOUNDARY DESCRIPTION

(see Sheet 1 for the legal description of the portion of this parcel being subdivided by this plat)

The Estates at Canyon Crest - Preliminary Plat Boundary (Phase IIIC-3, IVA-1, IVA-2 & IVA-3) (Instrument No. 901160)

A Parcel of land, located in the E $\frac{1}{2}$ of Section 10 and the SW $\frac{1}{4}$ of Section 11, T.35N., R.5W., Boise Meridian, Nez Perce County, Lewiston, Idaho, more particularly described as follows:

Commencing at the East Quarter Corner of Section 10 and the TRUE POINT OF BEGINNING for this description.

thence S42°10'37"E 87.89 feet;
thence S4°01'47"W 478.62 feet;
thence S14°06'07"E 62.04 feet;
thence S22°05'04"W 62.30 feet;
thence S4°01'47"W 670.72 feet to the northeasterly corner of the Estates at Canyon Crest - Phase IIIA;
thence continuing along the boundary of said The Estates at Canyon Crest - Phase IIIA N85°22'58"W 188.64 feet to a point on the easterly right-of-way line of 18th Street;
thence continuing along said right-of-way line S4°37'02"W 46.28 feet to the northeasterly corner of the Estates at Canyon Crest - Phase IIIC-2;
thence continuing along the northerly boundary line of said The Estates at Canyon Crest - Phase IIIC-2 N85°22'58"W 60.00 feet to a point on the westerly right-of-way line of said 18th Street;
thence continuing along the northerly boundary line of said The Estates at Canyon Crest - Phase IIIC-2 S87°06'31"W 404.09' feet to a point on the easterly Boundary Line of the Estates at Canyon Crest - Phase IIIB-2;
thence continuing along said boundary line N3°4'28"E 101.74 feet to a point on the right-of-way line of Golden Hills Drive;
thence continuing along said right-of-way line S88°21'59"W 288.42 feet;
thence N3°07'45"E 180.55 feet;
thence N1°27'52"E 120.09 feet;
thence N10°53'19"W 120.00 feet;
thence N18°32'06"W 300.00 feet;
thence N73°47'43"E 107.90 feet to a point on the westerly right-of-way line of Parkridge Way;
thence N71°27'54"E 60.00 feet to a point on the easterly right-of-way line of said Parkridge Way;
thence continuing along said Right-of-way Line S18°32'06"E 27.70 feet;
thence N76°13'00"E 78.50 feet;
thence N88°21'59"E 630.27 feet to a point on the westerly right-of-way line of 18th Street;
thence continuing along said right-of-way line 207.75 feet which is a curve to the left having a radius of 770.00 feet, a central angle of 15°27'30", and chord length of 207.12 feet bearing N8°08'29"W;
thence continuing along said right-of-way line 30.28 feet which is a curve to the left having a radius of 80.00 feet, a central angle of 21°41'19", and chord length of 30.10 feet bearing N26°42'53"W;
thence N71°41'01"E 61.09 feet to a point on the northerly right-of-way line of said 18th Street;
thence continuing along said right-of-way line 114.65 feet which is a curve to the right having a radius of 80.00 feet, a central angle of 82°06'33", and chord length of 105.08 feet bearing N22°57'06"E;
thence continuing along said right-of-way line 337.56 feet which is a curve to the left having a radius of 180.00 feet, a central angle of 107°27'00", and chord length of 290.23 feet bearing N10°16'53"E;
thence S44°18'00"E 129.98 feet to the TRUE POINT OF BEGINNING for this description.

Said Parcel contains 20.14 Acres, more or less.

CITY CLERKS 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 _____, 2023.

City Clerk, City of Lewiston

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

Luke Antonich 5/24/23
Engineer, City of Lewiston Date
P.E. 18362

CITY SURVEYOR'S CERTIFICATE

I hereby certify that I have examined this plat and that it complies with the requirements of Title 50, Chapter 13, Idaho Code.

[Signature] 5/24/23
Surveyor, City of Lewiston Date
P.L.S. 10504

COUNTY TREASURER'S CERTIFICATE

I hereby certify that all ad valorem taxes and assessments for the property hereon described have been paid for the year 2022 and preceding years.

Lois Schaeffer Deputy 5-23-23
Nez Perce County Treasurer Date

PUBLIC HEALTH - IDAHO NORTH CENTRAL DISTRICT

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied based on the Department of Environmental Quality (DEQ) approval of the design plans and specifications and the conditions imposed on the developer for continued satisfaction of the sanitary restrictions. Buyer is cautioned that at the time of this approval, no drinking water or sewer/septic facilities were constructed. Building construction can be allowed with appropriate building permits if drinking water or sewer facilities have since been constructed or if the developer is simultaneously constructing those facilities. If the developer fails to construct facilities or meet the other conditions of DEQ, then sanitary restrictions may be reimposed, in accordance with Section 60-1326, Idaho Code, by the issuance of a certificate of disapproval, and no construction of any building or shelter requiring drinking water or sewer/septic facilities shall be allowed.

[Signature] 5/23/23
Environmental Health Specialist Date

SURVEYOR'S CERTIFICATE

I, Jack S. Hammond, Professional Engineer and Professional Land Surveyor in the State of Idaho, hereby certify that I have surveyed the The Estates at Canyon Crest - Phase IIIC-3 to the City of Lewiston, Idaho as herein drawn and described and that the streets, lots, distances and monuments have been measured and located as herein shown.

Witness my hand and seal this 23rd day of May, 2023.

Jack S. Hammond
Jack S. Hammond Idaho License No.2102



NARATIVE

a) Purpose of Survey

The purpose of this survey is to subdivide the overall parcel into multiple residential lots, right-of-ways, and supporting infrastructure parcels as required by the City of Lewiston.

b) Public Records

Public Record Documents used in This Survey include the plats of The Estates at Canyon Crest - Phase II (Instr. No. 833134), The Estates at Canyon Crest - Phase IIA (Instr. No. 853625), The Estates at Canyon Crest - Phase IIB-1 (Instr. No. 881284), The Estates at Canyon Crest - Phase IIB-2 (Instr. No. 891798), The Estates at Canyon Crest - Phase IIIC-1 (Instr. No. 894396), and The Estates at Canyon Crest - Phase IIIC-2 (Instr. No. _____), Corner Perpetuation Filing: Instr. No. 761100.

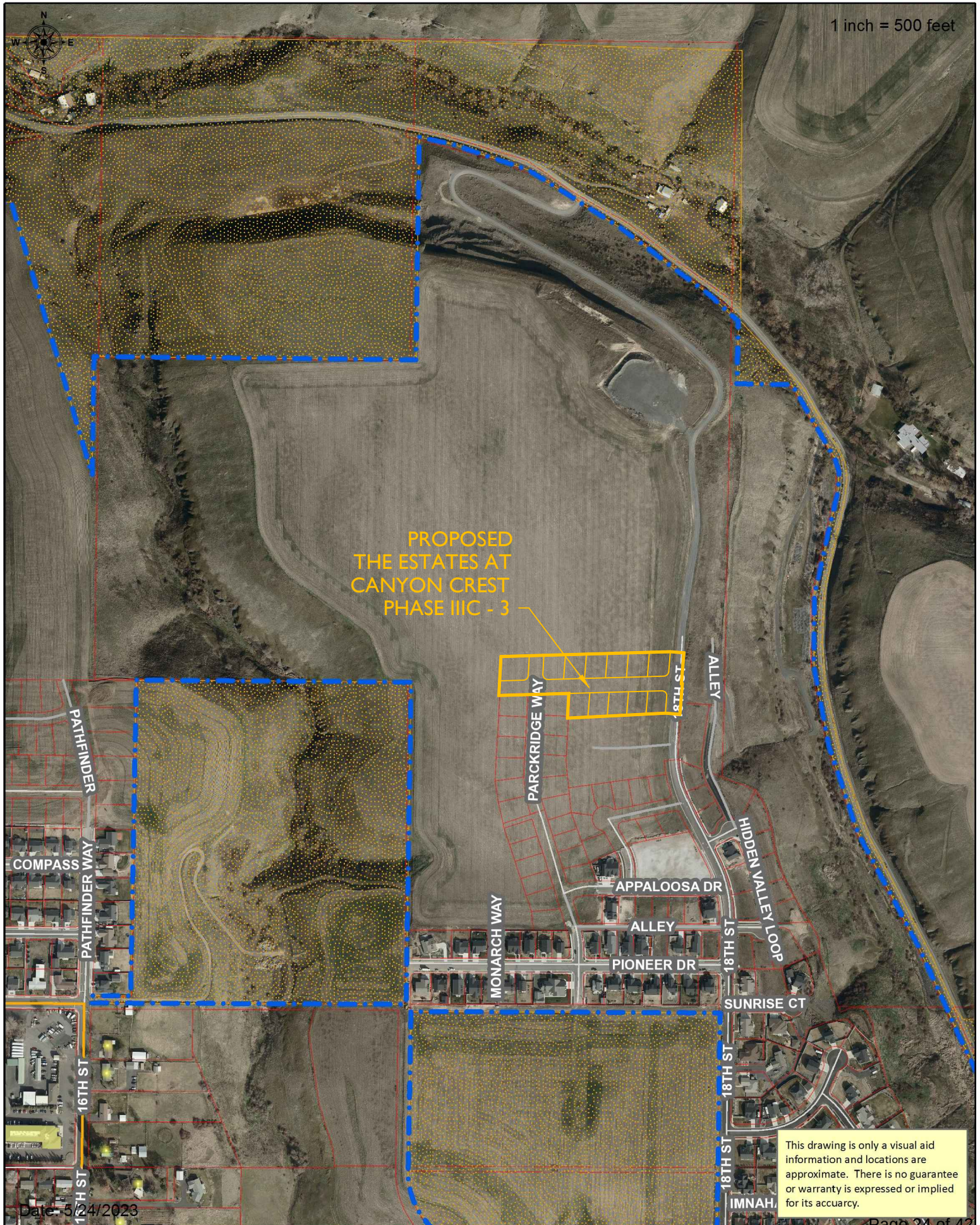


HAMMOND ENGINEERING & DEVELOPMENT CO.
23020 Penny Lane, Juliaetta, Idaho 83535
(208) 843-9303

THE ESTATES AT CANYON CREST -
PHASE IIIC-3
SE1/4, S. 10, T. 35 N., R. 5 W., B.M.
CITY OF LEWISTON
NEZ PERCE COUNTY, IDAHO

DRAWN BY MEE	CHECKED BY JSH
DATE 5-23-23	JOB # 2203
SHEET 2 OF 2	
DRAWING # 2203-FP2	

City of Lewiston





CITY COUNCIL MEETING AGENDA ITEM HISTORY/COMMENTARY

ITEM TITLE TERMINATION OF EMERGENCY SERVICES AGREEMENT	AGENDA NO. AGENDA DATE: June 5, 2023
ITEM HISTORY (PREVIOUS COUNCIL REVIEWS, ACTION RELATED TO THIS ITEM, OTHER PERTINENT HISTORY) In 2020 Council authorized the Lewiston Fire Department to alter a mutual aid contract that had been entered into in 2015 with Clearwater Paper and their fire services contractor, Medcor.	
ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS, ETC.) Please identify any or all impacts this proposed action would have on the City budget and/or personnel resources. Clearwater Paper has exercised their right to cancel their contract with Medcor for the staffing of the mill fire department. This will take place as of July 1, 2023. Until Lewiston Fire Department is able to establish a relationship with the new vendor and their staff, it is our recommendation that we terminate the standing Emergency Services Agreement. The impact on LFD is that we will have to use our other mutual aid partners to provide some of the services we currently receive and we will need to conduct additional training and purchase equipment for the specialized rescue services that the mill has provided in the past.	
BUDGET IMPACT This is included in our FY24 budget presentation	
ACTION PROPOSED Cancel the current agreement.	

CITY COUNCIL MEETING

AGENDA ITEM HISTORY/COMMENTARY

ITEM TITLE New Emergency Services Agreement with Clearwater Paper & Medcor		AGENDA NO. _____ AGENDA DATE _____ CONSENT: ☐ ACTIVE: ☐	1ST READING _____ 2ND READING _____ 3RD/ADOPTION _____
ORIGINATING SOURCE Fire Date: <u>2/28/2020</u>		FUNDING CERTIFICATION (IF APPLICABLE) Date: _____	
DIVISION MANAGER REVIEW (IF APPLICABLE) Date: _____		DEPARTMENT MANAGER REVIEW (IF APPLICABLE) Travis A. Myklebust Date: <u>2/28/2020</u>	
RECOMMENDED FOR COUNCIL ACTION	CITY MANAGER Date: _____		
ITEM HISTORY (PREVIOUS COUNCIL REVIEWS, ACTION RELATED TO THIS ITEM, OTHER PERTINENT HISTORY) This is a request to approve a new emergency services agreement between the City of Lewiston, Clearwater Paper Corporation and Medcor Inc for fire and emergency support services. The current agreement has been in place since November of 2015 and in early January council approved an amendment to the current agreement, but Clearwater Paper has requested a new agreement so that they don't have the original document and then the amendment to track.			
ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS, ETC.) Please identify any or all impacts this proposed action would have on the City budget and/or personnel resources. Our agencies have been working very closely together since the original agreement was signed November 30, 2015. This was the first agreement between our groups since mutual aid was terminated back in 2010. Due to unknown territories from both parties, the original agreement had a reimbursement element due to the unknown number of times services would be utilized by both parties. Since 2015, the valley fire chiefs have begun to meet on a monthly basis and automatic aid has been established with many of the valley fire departments. Clearwater Paper has taken an approach to support the valley fire departments and has agreed to respond their support unit to all working structure fires in the LC Valley. This is a great resource to all of us and that is one reason for this new agreement. The agreement adds the language of automatic responses and remove the reimbursement element to the document. This agreement also provides the names of the correct individuals for both Clearwater Paper and Medcor. Clearwater Paper also provides access to their training grounds that Lewiston Fire uses on a regular basis, they provide training on technical rescue at no cost to our department and they are a great confined space rescue resource.			
ACTION PROPOSED Request City Council to approve the new Emergency Services Agreement between the City of Lewiston, Clearwater Paper Corporation and Medcor Inc for Fire and Emergency Support Services.			

**EMERGENCY SERVICES AGREEMENT
BETWEEN THE CITY OF LEWISTON, CLEARWATER PAPER
CORPORATION, AND MEDCOR, INC. FOR
FIRE AND EMERGENCY SUPPORT SERVICES**

THIS EMERGENCY SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Lewiston, an Idaho municipal corporation ("City"); Clearwater Paper Corporation, a Delaware corporation ("Clearwater"); and Medcor, Inc., an Illinois corporation ("Medcor"). City, Clearwater, and Medcor may also individually be referred to as "Party" or collectively as "Parties".

WHEREAS, each Party has an interest in the control of fire, fire protection, emergency medical services, hazardous materials control, and other major emergency support;

WHEREAS, Clearwater contracts with Medcor for fire protection, and Medcor is known as the "Clearwater Paper Fire Department;"

WHEREAS, City and Clearwater, through Medcor, own and maintain equipment and retain personnel who are trained to provide various levels of service in the control of fire, fire protection, emergency medical service equipment and personnel, hazardous materials control, technical rescue, and other emergency support;

WHEREAS, in the event of a major fire, disaster or other emergency, a Party may need the assistance of the other Party to provide supplemental fire suppression, emergency medical service equipment and personnel, hazardous materials control, technical rescue, and/or other emergency support;

WHEREAS, each Party might have the necessary equipment and personnel available to enable it to provide such services to the other Party in the event of a major fire, disaster, or other emergency;

WHEREAS, the facilities of each Party are located in such a manner as to enable each Party to render mutual assistance to the other;

WHEREAS, each Party has determined that it is in their best interests to set forth guidelines for providing mutual assistance to each other in the case of a major fire, disaster, or other emergency;

WHEREAS, each Party recognizes the importance of following all applicable National Incident Management System (NIMS) and Incident Command System (ICS) guidelines and protocols when responding to an incident;

WHEREAS, the Parties desire to terminate the prior Emergency Services Agreement between City, Clearwater, and Medcor for Fire and Emergency Support Services that the Parties executed on November 30, 2015 and replace such agreement with this Agreement; and

WHEREAS, it is not the intent of any Party that this Agreement be interpreted to be a joint powers agreement or creation of any separate legal or administrative entity; instead this Agreement is intended to be a contract for services.

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

1. **PURPOSES:** The stated purposes of this Agreement are for the Parties to provide: (a) mutual assistance to each other for the control of fire, fire prevention and protection, emergency medical services, hazardous materials control, technical rescue, and other emergency support in the event of a major fire, disaster, or other emergency; and (b) automatic assistance to each other in the event of a working structure fire.

2. **REQUEST FOR MUTUAL ASSISTANCE:** The Commanding Officer or Incident Commander of the requesting Party at the scene of an emergency within the boundaries of that Party's geographical jurisdiction is authorized to request assistance from the other Party if confronted with an emergency situation for which the requesting Party has need for equipment or personnel in excess of that available to the requesting Party.

3. **RESPONSE TO REQUEST FOR MUTUAL ASSISTANCE:** Upon receipt of a request, the Commanding Officer of the responding Party shall immediately take the following action:

- A. Determine if the responding Party has equipment and personnel available to respond to the requesting Party and, if so, determine the type of the equipment and number of personnel available.
- B. Determine what available equipment and what available personnel, if any, should be dispatched in accordance with the plans and procedures established by the Parties.
- C. In the event the requested equipment and/or personnel are available, then the Commanding Officer of the responding Party shall dispatch such equipment and personnel to the scene of the emergency with proper operating instructions.
- D. In the event the requested equipment and/or personnel are not available, then the Commanding Officer of the responding Party shall immediately advise the requesting Party of such fact.

All Parties shall follow all applicable NIMS and ICS guidelines and protocols when responding to requests for assistance.

4. **AUTOMATIC ASSISTANCE:** Automatic assistance shall only apply in the case of a working structure fire, which is defined as any residential or commercial structure fire with flames showing that requires at least one (1) hose line to extinguish.

In the event of a working structure fire, each Party shall provide the other Parties with emergency assistance on an automatic dispatch basis. The dispatch shall be based upon a pre-EMERGENCY SERVICES AGREEMENT BETWEEN THE CITY OF LEWISTON, CLEARWATER PAPER CORPORATION, AND MEDCOR, INC. FOR FIRE AND EMERGENCY SUPPORT SERVICES
PAGE 2 OF 9

determined basis within the computer-aided dispatch (CAD) software. The response shall be established and agreed to by the fire chiefs of the Parties.

On receipt of a working structure fire alarm, the dispatched unit(s) of the responding Party shall immediately respond with apparatus, equipment, and/or personnel. In the event that the responding Party is unable to provide assistance, the responding Party shall inform the requesting Party of such as soon as possible. The Parties anticipate that such inability to provide automatic assistance will only occur at times when the resources of the responding Party are otherwise committed.

Notwithstanding anything to the contrary, each Party reserves the right to control its own resources.

5. **COMMAND RESPONSIBILITY AT SCENE:** The requesting Party's Incident Commander shall be in command of the operations under which the equipment and personnel sent by the responding Party shall serve; provided, however, that the responding equipment and personnel shall be under the immediate supervision of the responding Party's officer in charge. If the requesting Party's Incident Commander specifically requests a senior officer of the responding Party to assume command, the requesting Party's Incident Commander shall not, by relinquishing command, be relieved of responsibility for the operation.

6. **COMMUNICATIONS:** Unless specifically instructed otherwise, the requesting Party shall have the responsibility for coordinating communications between the personnel of the responding Party and the requesting Party. The responding Party's personnel should be prepared to furnish communications equipment sufficient to maintain communications between its respective operating units.

7. **TERM OF DEPLOYMENT:** The initial duration of a request for assistance is anticipated to be one (1) operational period, but may be extended, if necessary. The duration of the response will depend upon the complexity of the event.

8. **SUMMARY REPORT:** The requesting Party shall complete the National Fire Incident Report and shall forward a copy of the completed report to the responding Party.

9. **LIABILITY:**

A. **No Liability for Responding Agency.** Except as expressly provided herein, no Party shall be liable for providing or refusing to provide aid under this Agreement.

B. **Mutual Releases.** Except as expressly provided herein, each Party hereby forever releases or discharges the other Party, its officers, officials, employees, volunteers, and agents from any claim related to this Agreement.

C. **Damage or Destruction to Apparatus or Equipment.** Except as expressly provided herein, the requesting Party shall not be obligated to pay the responding Party for any damage to or destruction of any apparatus or equipment used for aid purposes. This provision shall not apply to the extent that it would void applicable property insurance available to provide payment for the damage or loss of such apparatus or equipment.

It is the intent of the Parties that the risk of loss to apparatus or equipment will be addressed by each Party through the purchase of property insurance as opposed to seeking reimbursement from the other Party.

- D. **Liability to Third Parties.** The term "third party" means any person, firm, or entity other than the Parties hereto. With regard to aid provided pursuant to this Agreement, each Party shall be responsible for all liability arising from or related to the acts and omissions of that Party, its officers, officials, employees, volunteers, and agents.
- E. **Mutual Indemnification.** Clearwater and Medcor shall defend, indemnify, and hold City, its officers, agents, and employees harmless for all claims, losses, actions, damages, judgments, costs, expenses, and/or injuries to persons or property arising out of or in connection with any activities, acts, or omissions of Clearwater or Medcor, their officers, agents, or employees in performing the duties described in this Agreement. In the event City is alleged to be liable on account of any activities, acts, or omissions of Clearwater or Medcor, their officers, agents, or employees, then Clearwater or Medcor, as appropriate, shall defend such allegations through counsel chosen by Clearwater or Medcor; and Clearwater or Medcor, as appropriate, shall bear all costs, fees, and expenses of such defense, including, but not limited to, all attorney fees and expenses, court costs, and expert witness fees and expenses. Such indemnification and defense shall be limited to only those claims, and only to the extent that, Clearwater or Medcor, themselves could be liable under state and federal statutes, regulations, common law, and other law.

To the extent permitted by law, City shall defend, indemnify, and hold Clearwater and Medcor, their officers, agents, and employees harmless for all claims, losses, actions, damages, judgments, costs, expenses, and/or injuries to persons or property arising out of or in connection with any activities, acts, or omissions of City, its officers, agents, or employees in performing the duties described in this Agreement. In the event Clearwater or Medcor is alleged to be liable on account of any activities, acts, or omissions of City, its officers, agents, or employees, then City shall defend such allegations through counsel chosen by City; and City shall bear all costs, fees, and expenses of such defense, including, but not limited to, all attorney fees and expenses, court costs, and expert witness fees and expenses. Such indemnification and defense shall be limited to only those claims, and only to the extent that, City itself could be liable under state and federal statutes, regulations, common law, and other law. City's indemnification and defense of Clearwater and Medcor herein is further limited by all defenses, burdens of proof, immunities, and limitations on damages to which City would be entitled if the claims were asserted against City.

EXCEPT FOR CLAIMS ARISING FROM A PARTY'S GROSS NEGLIGENCE OR WILLFUL OR INTENTIONAL MISCONDUCT, NO PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.

- F. **Survival.** The provisions of this section shall survive the expiration or termination of this Agreement.

10. **POST-RESPONSE RESPONSIBILITY:** All equipment and personnel used pursuant to this Agreement shall be returned to the responding Party upon being released by the requesting Party, or upon demand by the responding Party for return of said equipment and personnel.

11. **COMPENSATION:** Each Party agrees that it will not seek compensation from the other Party for services rendered under this Agreement unless certain exceptions apply. Each Party shall at all times be responsible for the payment of wages and other compensation and for carrying workmen's compensation for its own employees. Each Party shall be responsible for its own equipment and shall bear the risk of loss therefore, whether or not said equipment is being used within the area of primary responsibility of that Party. However, if fire suppression chemicals are utilized by the responding Party, the requesting Party shall compensate the responding Party for the actual cost of such chemicals.

12. **INSURANCE:** Each Party agrees to maintain adequate insurance coverage for its own equipment and personnel.

13. **PRE-INCIDENT:** The Commanding Officers of the Parties may, from time to time, meet to establish pre-incident plans that indicate the types and locations of potential problem areas where emergency assistance may be needed, the type of equipment that should be dispatched under such circumstances, the number of personnel that should be dispatched under such circumstances, and the training to be conducted to ensure efficient operations. Such plans shall take into consideration the proper protection by the responding Party of its own geographical jurisdiction. The Parties shall take such steps as are feasible to standardize equipment, such as couplings, hose, and apparatus, so that said equipment can be fully utilized by either of the Parties.

14. **TERM AND RENEWAL:** The term of this Agreement shall be from the date of the last signature below through September 30, 2020. This Agreement shall automatically renew on an annual basis, unless terminated in accordance with section 15. Each renewal term shall commence on October 1 and terminate on September 30 of the following calendar year.

15. **TERMINATION:** A Party desiring to terminate this Agreement shall serve written notice upon the other Parties of its intention to terminate this Agreement no less than thirty (30) calendar days prior to the termination date set forth in the written notice. The written notice shall automatically terminate this Agreement on the date specified therein unless rescinded in writing prior to the stated termination date. Termination of this Agreement shall not preclude future service agreements between the Parties.

16. **TERMINATION OF PRIOR EMERGENCY SERVICES AGREEMENT:** The prior "Emergency Services Agreement between the City of Lewiston, Clearwater Paper Corporation, and Medcor, Inc. for Fire and Emergency Support Services" that the Parties executed on November 30, 2015 is hereby terminated. The Parties waive the thirty (30) day written notice requirement set forth in such prior agreement.

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

City: City of Lewiston
Attn.: Fire Chief
1245 Idaho Street
Lewiston, Idaho 83501

Clearwater: Clearwater Paper Corporation
Attn.: Mill Manager
801 Mill Road
Lewiston, Idaho 83501-0057

Medcor: Medcor, Inc.
Attn.: Ben Peterson
4805 West Prime Parkway
McHenry, Illinois 60050

with copy to:

Medcor, Inc.
Attn.: General Counsel
4805 West Prime Parkway
McHenry, Illinois 60050

18. **AGREEMENT NOT EXCLUSIVE:** This is a non-exclusive Agreement. Either Party may, as they deem necessary or expedient, enter into separate mutual assistance agreements with other entities. Entry into such separate agreements shall not change any relationship or covenant herein contained unless the Parties mutually agree in writing to a change.

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

20. **CONTRACTING AUTHORITY:** City warrants that the signatory to this Agreement has the authority to fully bind City to enter into and be obligated to perform the duties set forth herein. Clearwater warrants that the signatory to this Agreement has the authority to fully bind Clearwater to enter into and be obligated to perform the duties set forth herein. Medcor warrants that the signatory to this Agreement has the authority to fully bind Medcor to enter into and be obligated to perform the duties set forth herein.

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

EMERGENCY SERVICES AGREEMENT BETWEEN THE CITY OF LEWISTON, CLEARWATER PAPER CORPORATION, AND MEDCOR, INC. FOR FIRE AND EMERGENCY SUPPORT SERVICES
PAGE 6 OF 9

22. **SURVIVAL**: All covenants, conditions, indemnifications, and other elements in this Agreement that might involve performance subsequent to any termination or expiration of this Agreement or that cannot be reasonably ascertained or fully performed until after termination or expiration of this Agreement shall survive.

23. **MODIFICATIONS**: This Agreement may be modified or amended only by a writing duly executed by all Parties.

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

25. **FORCE MAJEURE**: No Party shall be liable for any failure to perform as required by this Agreement to the extent that such failure to perform is caused by any reason beyond the Party's control, or by reason of any of the following: labor disturbances or disputes, accidents, failure of any required governmental approval, civil disorders, acts of aggression, acts of God, failure of utilities, mechanical shutdowns, material shortages, disease, or similar occurrences.

26. **SUCCESSORS AND ASSIGNS**: This Agreement may not be assigned in whole or in part by any of the Parties hereto without the prior express written consent of the other Parties.

27. **THIRD PARTY BENEFICIARIES**: Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party. Nothing contained herein shall extend the liability of any Party beyond that provided by governing law.

28. **ATTORNEY FEES**: In the event a controversy, claim, or action arises between the Parties to this Agreement regarding the enforcement of its terms and conditions, or the breach of any of its provisions, the prevailing Party shall be entitled to recover from the other Parties all costs and expenses incurred by the prevailing Party, including reasonable attorney fees, regardless of whether such controversy, claim, or action is prosecuted to judgment or appealed.

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

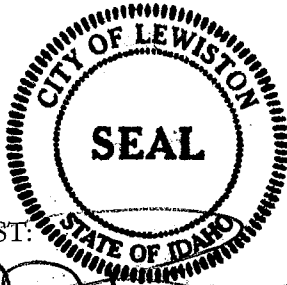
30. **NON-DISCRIMINATION**: Clearwater and Medcor shall not refuse to hire any person because of such person's race, creed, sex, color, national origin, ancestry, religion, physical or mental disability, marital or familial status, sexual orientation, or gender identity/expression, unless based on a bona fide occupational qualification.

31. **COUNTERPARTS**: This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

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

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

DATED this 9th day of March 2020.



CITY OF LEWISTON

By:

[Signature]
Michael G. Collins, Mayor

ATTEST:

[Signature]
Kari J. Ravencroft, City Clerk

DATED this 2nd day of March 2020.

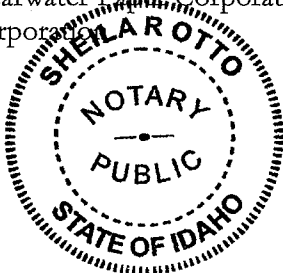
CLEARWATER PAPER CORPORATION

By:

[Signature]
Sean Krajnik, Plant Manager

STATE OF Idaho)
County of Nez Perce) ss.

On this 2nd day of March 2020, before me, a Notary Public, personally appeared Sean Krajnik, known or identified to me as the Plant Manager of Clearwater Paper Corporation, and stated he has the authority to execute this instrument on behalf of Clearwater Paper Corporation, and did execute this instrument on behalf of Clearwater Paper Corporation.



[Signature]
Notary Public for the State of Idaho
Commission Expires: 9/14/2021

DATED this 6th day of March 2020.

MEDCOR, INC.

By:

Ben Peterson, Chief Operating Officer

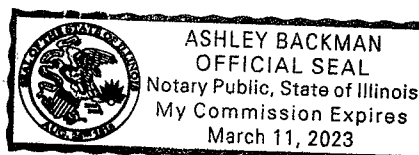
STATE OF Illinois)
County of McHenry) ss.

On this 6th day of March 2020, before me, a Notary Public, personally appeared Ben Peterson, known or identified to me as the Chief Operating Officer of Medcor, Inc., and stated he has the authority to execute this instrument on behalf of Medcor, Inc., and did execute this instrument on behalf of Medcor, Inc.

Ashley Backman

Notary Public for the State of Illinois

Commission Expires: March 11, 2023



Memo



Prepared For: Mayor and City Council

Prepared By: Dustin Johnson, P.E., Public Works Director

Date: 5/26/2023

Subject: June 5, 2023 City Council Work Session – Transportation Update

At the June 5, 2023 City Council Work Session, Public Works staff will provide a presentation updating the council on current transportation projects and planning efforts.

The intent of the presentation is to provide the Council and public a broad overview of the current transportation projects being planned, designed, or constructed under the City's jurisdiction as well as projects from other agencies which will impact the citizens of Lewiston. As part of this conversation, staff will provide an overview of how the transportation network is funded and what opportunities are available.

A rough outline of the topics that will be covered include:

- A summary of how transportation maintenance and capital projects are funded;
- An overview of the Summer 2023 maintenance schedule;
- An update on regionally significant transportation projects (other agencies);
- An overview of Surface Transportation Projects (STP) currently funded;
- An update on the Bryden Avenue Reconstruction Phase I project;
- An update on 21st Street and 5th/Bryden intersection projects; and
- An overview of Lewis Clark Valley Metropolitan Planning Organization (LCVMPO) projects.

Included with this memo are the following documents:

- A 2016 memo from the Transportation Funding Task Force that outlines funding strategies for transportation; and
- Top 20 transportation projects on the current Capital Improvement Project (CIP) rankings.

February 1, 2016

Chris Davies, PE
Public Works Director
Lewiston Public Works
P O Box 617
Lewiston, ID 83501

RE: Transportation Funding Task Force – Recommendations

Dear Mr. Davies:

The Transportation Funding Task Force has reviewed transportation activities, revenues, and expenses by taking a broad review of these areas over the last several months. Our review included the budget, 5-year financial summaries, new possible funding strategies, various existing taxes and fees, street preservation relative to the pavement condition index, routine maintenance activities, and other miscellaneous transportation activities and funding scenarios.

This task force agrees with the predetermined goal to provide sustainable funding for transportation, defined as having sufficient funding to maintain the existing infrastructure without further deterioration. To meet that goal, we recommend a multi-pronged approach including modifications to current operations and service, pursuing additional revenue, and exploring changes to current philosophies.

Modifications to Operations or Service:

Separate Street Lights From Other City Lights. Separate City Street lights from other City lights such as parks or buildings. Avista presently invoices the City Transportation Division for the lighting associated with eight (8) City parks. The Transportation Division pays this invoice and does not request reimbursement from the Parks and Recreation Department. These lighting costs should be shifted to Parks and Recreation in a phased approach to allow time for budget adjustment. We recommend moving these costs to Parks and Recreation at a rate of two (2) parks per year, thus removing them from transportation in four (4) years. If additional non-transportation related lighting is identified, then shift those costs to the appropriate fund(s).

Estimated Annual Savings \$10,000 (based on the 8 parks).

Street Lighting Standard. Develop and implement a street lighting standard for the City. This could be immediately implemented for all new construction then phased in for the existing lighting infrastructure. This item includes a City street lighting evaluation. The evaluation should have recommendations for lighting levels, review and audit of existing infrastructure, and proposed implementation phasing. The annual savings listed below reflects a conservative estimate of removing 100 residential streets lights, which may be providing excess lighting.

Estimated Annual Savings \$16,000 (initial savings for 100 lights, additional savings anticipated).

Buy Down or Own Street Light System. The City should work to reduce monthly rates for old systems with higher rate lights and/or move toward ownership of street light systems. The City has the right to buy down Avista rates for 158 street lights. The City should approach Avista with the goal of ownership of these 158 street lights. This goal of ownership can be included in the recommended street light evaluation discussed under the Street Lighting Standard item. The evaluation could consider the benefit-cost relationship between City ownership of the system and Avista ownership with reduced buy down rate, negotiations with Avista, and a proposed implementation plan for ownership.
Estimated Annual Savings \$20,000 (buy down rate) [\$45,000 (ownership)].

Smart Street Standards. Consider Smart Street Standards for New Development. Strong Towns Organization developed the Curbside Chat program which has additional information on this concept. Current street standards should be reviewed with consideration of a reduced pavement width and resultant reduced long term maintenance cost.
This item is intended for long term maintenance cost saving, short term budget impact is not anticipated.

Pursue Revenue from the following Sources:

Avista Franchise Fee. Request Avista Utilities to increase the gas and electric franchise fee from the current rate of 1.0% to the maximum allowed rate of 3.0%. Avista has the option to either approve the request or require approval by majority of City voters. Several other communities in the region are at 3%; Coeur d' Alene is at 5%.
Estimated Annual Revenue of \$715,000.

Road and Bridge Tax. Request Nez Perce County to increase the road and bridge tax. This tax benefits both the City of Lewiston and the County, it is split 50% City and 50% County. The request should be for an increased tax levy, which would generate an additional \$250,000 in City revenue. Our review indicates the existing rate is 0.044651% and it should be increased to 0.074451%.
Estimated Annual Revenue of \$250,000.

Impact Fee. Establish an impact fee for LOID, LOSD, and COSD. Lewiston municipal utilities including sanitation, water, and wastewater pay an impact fee. Franchise fees (if allowed by State Regulation) are paid by all franchise utilities utilizing Lewiston right-of-way. It is recommended the orchard water and sewer districts pay a fee for their impact to the City street network as well.
Estimated Annual Revenue not known.

Property Tax. The City should have a regular dedication of property tax specifically for transportation. We recommend an annual dedication of \$100,000 in property taxes for transportation. The dedication amount should be reviewed for inflation and any additional needs on a bi-annual basis in conjunction with the City budget cycle.
Estimated Annual Revenue of \$100,000.

Development Impact Fee. Research how other communities in Idaho are assessing development impact fees and then consider developing an impact fee for the City of Lewiston. Anticipated obstacles are the need to use the development impact fees in specific areas within a specified time frame. To mitigate this, the City should consider large project boundaries, citywide if allowable.
Estimated Annual Revenue not known.

Local Improvement District. Create a Local Improvement District (LID) program. The intent of this program would be to streamline the process for development of an LID district. The program should provide easy to find and interpret information that can assist interested parties when considering the creation of an LID district for their neighborhood.

Estimated Annual Revenue not known.

Urban Renewal Agency. Urban Renewal Agency (URA) projects are exclusively public works projects, which will typically include transportation components. Currently in the City, URA districts are being challenged and considered for closure or resetting the base. It should be recognized that closure or resetting the base of URA districts will ultimately result in reduced funding directed toward transportation. We recommend if a URA district is closed or the base reset, then 1) any remaining City balance or refund is dedicated to transportation and 2) annually dedicate to transportation any closed districts most recent tax allocation.

Estimated Annual Revenue not known.

Thank you for the opportunity to participate. We have learned a lot and hope our recommendations will help the City establish sustainable transportation funding. If you have any questions or would like to visit with our group, please let us know.

Sincerely,
Transportation Task Force



Clark Baldus



Greg Benner



Jenni Light



Stillman Norton



Dan Yonge

ecopy: Stormwater Task Force, via Joe Kaufman, Staff Liaison

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City of Lewiston 2023

Transportation

Capital Improvement Plan (CIP) - Top 20 Projects

Status: Adopted
Last Modified: 3/6/2023
List Total Cost: \$258,469,614

CIP ID	Project Type	Location	Bounds	Description	CIP \$ Est	CIP \$ Est Year	Rank
2020-096	Reconstruct Roadway ADA Ramps Sidewalks Bike RouteRestriping Roundabout Signalization	Main St and D St	Interstate Bridge to Jefferson St	Reconstruct Main St form Interstate Bridge to Jefferson. Reconstruction D from 1st St to ~250 west of Temple Ln. ADA improvements and sidewalks; sign bike route with sharrows for all of D St and Main St from 11th St to the Interstate Bridge. Convert to two-way facility, roundabout at US-12/1st St/Main St intersection, signal/roundabout at 1st St/D St, and remove mid-block crosswalk on D St 100 ft w/o 7th St. Consider Levee Bypass realignment by relocating US-12 to 1st Street between riverfront and Main.	\$ 12,673,778.80	2020	1
2020-124	Reconstruct Roadway ADA Ramps Sidewalks	21st St	7th Ave to Nez Perce Grade	Reconstruct and upgrade non-compliant corners to ADA compliant, fix problem sidewalks, add missing sidewalks	\$ 9,873,671.36	2020	2
2020-122	Road Widening HAWK Bike Crossing ADA Ramps Signalization Reconstruct Roadway Sidewalks	Bryden Ave	4th St to 7th St	Widen to 5 lanes, add pedestrian actuated signal at 6th St, width for bicycles, bicycle crossings, ADA ramps Reconstruct intersections to for configuration of 5 lanes on Bryden Ave. Upgrade traffic signals at 5th and 7th and geometry at 4th. Sidewalk on both sides, ADA ramps, and bicycle crossings.	\$ 14,800,000.00	2023	3
2020-123	Road Widening HAWK Signalization Bike Crossing ADA Ramps Turn Lane(s)	Bryden Ave	7th St to Thain Rd	Widen to 5 lanes, add pedestrian actuated or traffic signal at 8th St, upgrade traffic signals at 10th and Thain intersections, width for bicycles, bicycle crossings, ADA ramps, add EB and SB right turn lanes at 10th	\$ 7,237,214.16	2022	4
2020-121	Roundabout RRFB	10th St / Burrell Ave	Intersection	Construct mini-roundabout with a high-visibility center to address safety concerns. An all-way stop can be considered for the short-term, but operations should be monitored. Install RRFB or alternative to improve crossings.	\$ 380,422.00	2020	5
2020-114	Road Widening Parking Sidewalks Shared Use Path Bike Route Curb & Gutter	20th St N / SH-128	3rd Ave N to 6th Ave N (roadway/bike route) 3rd Ave N to 18th St N (path)	Widen and reconstruct to a consistent 38 foot pavement width, allowing two 14 foot lanes, as well as a 10 foot on-street parking aisle on one side, with curbing and a sidewalk on one side, and 10-ft shared use path along 20th and along SR-128 between 18th St N and 20th St N; sign bike route with sharrows	\$ 2,890,345.71	2020	6

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2020-140	Reconstruct Roadway Hot Mix Overlay Bike Route Bike Lanes Parking ADA Ramps Sidewalks	8th St	5th Ave to 11th Ave	5th Ave to 7th Ave: Reconstruction 7th Ave to 11th Ave: Overlay Sign for bike route and install sharrows (short-term) Add bike lanes by restriping parking and centerline and removing some parking and/or center turn lane (long-term) Upgrade non-compliant corners to ADA compliant, fix problem sidewalks, add missing sidewalks	\$ 2,349,658.27	2020	7
2020-111	Reconstruct Roadway Sidewalks Bike Route ADA Ramps	9th St	Idaho St to 5th Ave	Reconstruction, retaining wall, elevated ped path on west side (Idaho to stairs 1/3 up grade) and sidewalk on east side, sign for bike route and install sharrows, ADA improvements	\$ 2,163,700.80	2020	8
2020-139	Hot Mix Overlay	Thain Rd	Stewart Ave to Powers Ave	Overlay	\$ 2,459,762.54	2020	9
2023-001	Reconstruct Intersection	Thain Rd / Warner Ave / 10th St	Intersection	Reconstruct closely spaced intersections of Thain Rd/10th and Warner Ave/10th.	\$ 10,356,400.00	2023	10
2020-100	Road Widening ADA Ramps Sidewalks	Snake River Ave	Main St to 11th Ave	New center turn lane, sidewalks, and pedestrian ramps	\$ 3,877,214.41	2020	11
2020-103	Road Widening ADA Ramps Sidewalks	Southway Ave (and 16th Ave)	Snake River Ave to 8th St	Widen from 2 to 4 lanes with left turn lanes Upgrade non-compliant corners to ADA compliant, fix problem sidewalks, add missing sidewalks	\$ 4,999,449.58	2020	12
2020-102	Road Widening Bike Route Bike Lanes Shared Use Path	Lapwai Rd	E Main St to City Limits	Widen from 2 to 4 lanes Sign for bike route and install sharrows (short-term) Add bike lanes (long-term) 10' shared use trail	\$ 11,088,969.61	2020	13
2020-141	Road Widening ADA Ramps Sidewalks	16th Ave	18th St to 21st St	Widen to 3-lanes Upgrade non-compliant corners to ADA compliant, fix problem sidewalks, add missing sidewalks	\$ 4,402,504.04	2020	14
2020-098	Road Widening Sidewalks Bike Route	Snake River Ave	11th Ave to Southway Ave	New center turn lane, curb, gutter, and sidewalks Along 11th Ave to Prospect Ave: sidewalks and sign for bike route and install sharrows	\$ 3,518,876.58	2022	15

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2020-118	Road Widening Bike Route Bike Lanes Sidewalks Shared Use Path	Warner Ave	13th St to 16th St	Widen to 3 lanes with one a center turn lane Sign for bike route and install sharrows (short-term) Add bike lanes with widening (long-term) Add 6ft sidewalks on the south side of the road Shared use trail on north side of street where no sidewalk	\$ 9,178,596.00	2020	16
2020-109	Reconstruct Roadway Parking Sidewalks Bike Boulevard Bike Route Classification Upgrade Curb & Gutter	7th St	Bryden Ave to Grelle Ave	AACS: Reconstruct with two 12-foot travel lanes, 8-foot parking, curb, gutter, and sidewalk BMP: Bike Blvd from Bryden to Burrell, Bike Route w/ Sharrows and Signs from Burrell to Grelle Lewiston Transportation Plan: Upgrade from Bryden to Burrell to collector	\$ 3,583,915.00	2020	17
2020-105	Signalization Crosswalk Signing Shared Use Path	Bryden Canyon Rd & Snake River Ave On/Off Ramps	Intersection	Major Signalization (warrants a traffic signal), with design taking into account steep WB grade and slight curve and possible advanced warning sign. Install "Crosswalk Ahead" signage on Snake River Ave, stripe a crosswalk across north leg, add opening in the guardrail along west side of Snake River Ave and install pathway between this intersection crossing and the Levee Trail.	\$ 1,289,444.34	2020	18
2020-061	Shared Use Path	17th St and 19th Ave and 15th St	18th Ave to 21st Ave	Shared use path (for 19th Ave, along south side)	\$ 194,975.32	2020	19
2020-120	Reconstruct Roadway Bike Boulevard Sidewalks ADA Ramps Curb & Gutter	Burrell Ave	12th St to 18th St	Reconstruct to be a wider 2-lane facility with curb and gutter, sign for bike route and install sharrows, with minor traffic calming (bike blvd) from 16th to 18th 6 ft sidewalks on the north side of the road, and ramps	\$ 7,494,325.66	2020	20