



**Lewiston City Council
REGULAR MEETING AGENDA
September 14, 2026 - 6:00 PM
Lewiston City Library – Second Floor Event Space – 411 D Street
Lewiston, Idaho 83501**

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

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. CITIZENS COMMENTS

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

IV. PRESENTATIONS

- A. CONSTITUTION WEEK PROCLAMATION:** Proclaiming September 17 - 23, 2026 as "Constitution Week" in the City of Lewiston (Mayor Johnson)

V. PUBLIC HEARINGS AND RELATED ACTION ITEMS

- A. PUBLIC HEARING FOR ZONE CHANGE APPLICATION ZNC-26-2:** Accepting testimony on ZNC-26-2, an application from Jessica and Kyle Bean, which proposes to rezone the 2.01 acre parcel located at 3525 13th Street, from the Low Density Residential (R-2A) Zone to the Medium Density Residential (R-3) Zone - Action Item (Assistant Planner Katie Hollingshead)
- B. FIRST READING OF ORDINANCE 4976:** Considering implementing the City Council's decision in ZNC-26-2, declaring that certain real property be removed from the Low Density Residential (R-2A) Zone to the Medium Density Residential (R-3) Zone and amending the official zoning map - Action Item (Assistant Planner Katie Hollingshead)
- C. PUBLIC HEARING FOR PLANNED UNIT DEVELOPMENT APPLICATION PUD-26-1:** Accepting testimony on PUD-26-1, an application by Rick Keane of Millenium Trust LLC, which proposes an amendment to the Fairview Terrace Planned Unit Development to change the zoning designation for a 2.65 acre parcel, Darby Subdivision Block 2, also known as RPL04050020000, from single family residential (similar to the Low Density Residential (R-2) Zone) to Higher Density Residential (R-4) Zone - Action Item (Assistant Planner Katie Hollingshead)

VI. CONSENT AGENDA

All items on the Consent Agenda are considered routine by the Council and will be enacted by one

motion. There will be no separate discussion on these issues unless a councilor so requests, in which case the item will be removed from the Consent Agenda and considered on the Active Agenda under “Items Moved from the Consent Agenda”.

- A. **CITY COUNCIL MINUTES:** Considering approving the minutes of the following meetings: 8/3/2026 Work Session; 8/10/2026 Regular; 8/17/2026 Special; and 8/24/2026 Regular - Action Item
- B. **VOUCHER'S PAYABLE:** Considering approving the Voucher's Payable dated 8/7/2026 – 8/19/2026 in the amount of \$3,297,879.35 and 8/21/2026 – 9/3/2026 in the amount of \$1,649,917.44 - Action Item

VII. ACTIVE AGENDA

- A. **URBAN RENEWAL AGENCY NEZ PERCE COUNTY REPRESENTATIVE APPOINTMENT:** Considering the appointment of Hannah Liedkie to the Urban Renewal Agency of the City of Lewiston, Idaho as the Nez Perce County's representative - Action Item (Mayor Johnson)
- B. **RESOLUTION 2026-43:** Considering approving the assignment of a License Agreement for Waterline Crossing between the Great Northwest Railroad, L.L.C. and the Port of Lewiston, to the City of Lewiston, and authorizing the Mayor to sign the Addendum to License Agreement - Action Item (Public Works Director Dustin Johnson)
- C. **RESOLUTION 2026-44:** Considering approving the assignment of a License Agreement for Sanitary Sewer Crossing between the Great Northwest Railroad, L.L.C. and the Port of Lewiston to the City of Lewiston, and authorizing the Mayor to sign the Addendum to License Agreement - Action Item (Public Works Director Dustin Johnson)
- D. **BID AWARD FOR RFQ-26-015 TRANSPORTATION PLAN UPDATE (TR078):** Considering awarding RFQ-26-015 Transportation Plan Update (TR078) project to Welch, Comer & Associates, Inc., in the amount of \$247,850 and authorizing the Mayor to sign the Agreement - Action Item (Public Works Director Dustin Johnson)
- E. **BID AWARD FOR IFB-26-016 TRANSFER STATION FLOOR REPLACEMENT (TS002):** Considering awarding IFB-26-016 Transfer Station Floor Replacement (TS002) project to Clearwater Construction and Management, LLC, in the amount of \$563,400 and authorizing the Mayor to sign the Contract - Action Item (Public Works Director Dustin Johnson)
- F. **BID AWARD FOR RFQ-26-006 WASTEWATER ADMINISTRATION BUILDING:** Considering awarding RFQ-26-006 Wastewater Administration Building project to Arnzen Building Construction, Inc., and authorizing Phase 1 services in the amount of \$608,019, and authorizing the Mayor to sign the Progressive Design-Build Agreement - Action Item (Public Works Director Dustin Johnson)
- G. **RESOLUTION 2026-45:** Considering approving an Emergency Services Agreement between the City of Lewiston, Idaho and Whitman County Fire District No. 14, Washington for emergency medical services and authorizing the Mayor to sign the Agreement - Action Item (Fire Chief Lucas)

H. CONTRACT EXTENSION REQUEST FROM ASOTIN COUNTY RURAL EMS

DISTRICT #2: Considering a request from Asotin County Board of Commissioners to amend the current contract by extending the termination date from September 30, 2026 through December 31, 2026 - Action Item (Fire Chief Richie Lucas)

I. ORDINANCES

1. FIRST READING

- a. ORDINANCE 4967:** Considering amending Lewiston City Code Section 37-3 relating to the definition of "parking lot" and amending Lewiston City Code Section 37-153 relating to landscaping - Action Item (Community Development Director Shannon Grow)

VIII. ITEMS MOVED FROM THE CONSENT AGENDA - Action Item

IX. UNFINISHED AND NEW BUSINESS

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

B. CITY BOARDS AND COMMISSIONS LIAISON UPDATES

C. MAYOR COMMENTS

D. AGENDA TOPICS: - Action Item

X. ADJOURNMENT - Action Item

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

Proclamation

City of Lewiston, Idaho

WHEREAS, The Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS, September 17, 2026, marks the two hundred and thirty-ninth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

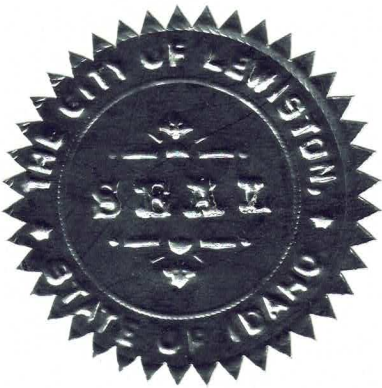
WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week.

NOW THEREFORE, I, Dan Johnson, Mayor of the City of Lewiston, proclaim the week of September 17 through 23, 2026 as

"CONSTITUTION WEEK"

in the City of Lewiston, Idaho and call upon all residents to reaffirm the ideals that the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.



IN WITNESS WHEREOF, I HAVE
HEREUNTO SET MY HAND AND SEAL OF
THE CITY OF LEWISTON, IDAHO, TO BE
AFFIXED HERETO THIS 14TH DAY OF
SEPTEMBER 2026.

DANIEL G. JOHNSON, MAYOR
LEWISTON, IDAHO



CITY COUNCIL MEETING AGENDA ITEM SUMMARY

ITEM TITLE PUBLIC HEARING FOR ZONE CHANGE APPLICATION ZNC-26-2	AGENDA NO. V. A. AGENDA DATE: September 14, 2026
ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.) ZNC-26-2 is an zone change applicatio by Jessica and Kyle Bean proposing to rezone the 2.01 acre parcel located at 3525 13th Street, from the Low Density Residential, R2A, Zone to the Medium Density Residential, R3, Zone. The Planning and Zoning Commission held a public hearing on this application on July 22, 2026 and have recommended approval of the proposed rezone to City Council.	
BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources) None.	
ACTION PROPOSED Council may, 1. Choose to adopt the reasoned statement created by the Planning and Zoning Commission and approve the proposed rezone. 2. Choose to create their own reasoned statement of relevant criteria and standards and approve the proposed rezone. 3. Choose to create their own reasoned statement of relevant criteria and standards and deny the proposed rezone.	

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, that the City Council of the City of Lewiston will hold a public hearing on

**Monday, September 14, 2026 at 6:00 p.m.
in the Second Floor Event Space at the Lewiston City Library
411 D Street, Lewiston, Idaho**

The purpose of the hearing is to receive testimony and comments regarding:

PUBLIC HEARING AND SUBSEQUENT DELIBERATION AND DIRECTION TO STAFF REGARDING THE REASONED STATEMENT FOR ZONE CHANGE APPLICATION ZNC-26-2 BY JESSICA AND KYLE BEAN (ACTION ITEM): The applicant requests a zone change from Low Density Residential, R2A, Zone to Medium Density Residential, R3, Zone for the 2.01 acres at 3525 13th Street. The Lewiston Planning and Zoning Commission conducted a public hearing on this matter on July 22, 2026 and recommended that it be approved by City Council.

Any and all citizens of the City of Lewiston that will be affected by this proposed vacation are invited to attend the hearing and provide oral or written testimony. A complete description of the request is on file and available for public review. **Persons receiving this notice are encouraged to provide testimony/comment.**

Submission of Written Comments: To ensure that written comments can be forwarded to the City Council and relevant staff prior to the hearing, please submit comments no later than **5:00 p.m. on Sunday September 13, 2026**. Written comments can be submitted by:

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

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

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

Notice of this public hearing was mailed on September 1, 2026 and 51 persons were noticed.

ZNC-26-2: JESSICA & KYLE BEAN
MAILING NOTICE LIST

OWNER1	OWNER2	ADDRESS	CITY	STATE	ZIP	SITE ADDRESS
ACHESON JESSE		1307 GRELLE AVE	LEWISTON	ID	83501	1307 GRELLE AVE
ANDERSON CHASE JOHN RICHARD		211 KARIN CT	LEWISTON	ID	83501	1315 CEDAR AVE
ANDREWS KYLE &	ANDREWS SAMANTHA	2621 GRELLE AVE	LEWISTON	ID	83501	539 THAIN RD
BARNES ANDREW &	BARNES BREIANNE	3527 13TH STREET C	LEWISTON	ID	83501	3527 13TH ST C
BRANDT JOHN W IV		3533 13TH STREET C	LEWISTON	ID	83501	3533 13TH ST C
BUNDY RENTALS L L C		1121 VINEYARD DR	LEWISTON	ID	83501	3505 13TH ST
CLARK NICK B &	CLARK JULIE A	559 THAIN RD	LEWISTON	ID	83501	557 THAIN RD
COLE JEFFERY		3510 13TH ST	LEWISTON	ID	83501	3510 13TH ST
COONS CARL E SR &	PIERCE JOANIE R	3535 13TH STREET C	LEWISTON	ID	83501	3535 13TH ST C
DUGGER ERIC C &	DUGGER JAMIE L	600 NE 153RD AVE	VANCOUVER	WA	98684	3520 13TH ST
EARL KAMI INVESTMENTS LLC		235 LARKSPUR LN	LEWISTON	ID	83501	550 THAIN RD
EDWARDS ELIZABETH ANN &	DAYTON GEORGE LANE &	1303 GRELLE AVE	LEWISTON	ID	83501	1303 GRELLE AVE
EDWARDS KENNETH H &	EDWARDS ELIZABETH A	1303 GRELLE AVE	LEWISTON	ID	83501	1305 GRELLE AVE
GPS CONTRACTING LLC		1836 ALDER CT	LEWISTON	ID	83501	549 THAIN RD
GRAYBILL JEFFREY K &	GRAYBILL LAURA A	3536 13TH STREET C	LEWISTON	ID	83501	3536 13TH ST C
HAMILTON WILLIAM W		PO BOX 64	WHITE SALMON	WA	98672	3522 13TH ST C
HAUKEDAHL LOUISE O &	HAUKEDAHL LOUISE	1231 CEDAR AVE	LEWISTON	ID	83501	1231 CEDAR AVE
HENRICHS TIMOTHY		3529 13TH STREET C	LEWISTON	ID	83501	3529 13TH ST C
HERITAGE QUEST LLC		174 E NEIDER AVE UNIT 72	COEUR D'ALENE	ID	83815	1320 CEDAR AVE
HINES DARLA R		3526 13TH STREET C	LEWISTON	ID	83501	3526 13TH ST C
HOWELL LEVON &	HOWELL LAUREN	3519 13TH ST	LEWISTON	ID	83501	3519 13TH ST
JK BEAN LLC		2319 GRELLE AVE	LEWISTON	ID	83501	3525 13TH ST
* JOHNSON JOSH W &	JOHNSON TRACHELLE M	3244 EXPEDITION WAY	LEWISTON	ID	83501	1308 BURRELL AVE
JULIAN CLAY &	JULIAN SCOTTIE LIVING TRUST	150 GARNET DR	ST MARIES	ID	83861	3533 13TH ST
KRUEGER BRIAN S		3524 13TH STREET C	LEWISTON	ID	83501	3524 13TH ST C
L & T PROPERTIES LLC		2319 POWERS AVE	LEWISTON	ID	83501	3526 13TH ST
LATHAM FAMILY TRUST	LATHAM KYLE D &	P O BOX 588	OROFINO	ID	83544	3529 13TH ST
LINDSEY MICHAEL		3534 13TH STREET C	LEWISTON	ID	83501	3534 13TH ST C
LUCKY PENNY LEGACY LLC		2946 RIVERVIEW TERRACE	LEWISTON	ID	83501	1301 GRELLE AVE
MANLEY BENNETT D &	MANLEY SOPHEE C	804 11TH ST	LEWISTON	ID	83501	3537 13TH ST C
* MEISNER GARY &	MEISNER GRACE REVOCABLE TRUST	PO BOX 286	LEWISTON	ID	83501	1226 BURRELL AVE
NANNINGA CLIFFORD JOHN		1311 GRELLE AVE	LEWISTON	ID	83501	1311 GRELLE AVE
PARKIN JAMES W IV		PO BOX 138	ANGOON	AK	99820	1311 CEDAR AVE
PEARSON TRAVIS L &	PEARSON JESSICA S	1233 CEDAR AVE	LEWISTON	ID	83501	1233 CEDAR AVE
POND MICHAEL W &	POND MICHELLE L	3512 13TH ST	LEWISTON	ID	83501	3512 13TH ST
PROFITT MICAH S &	PROFITT LAUREN N	833 CEDAR AVE	LEWISTON	ID	83501	1317 CEDAR AVE
ROGERS CLINTON A &	ROGERS TAMARA S	1240 CEDAR AVE	LEWISTON	ID	83501	1240 CEDAR AVE
SOUTHER CHANTELLE		1322 CEDAR AVE UNIT A	LEWISTON	ID	83501	1322 CEDAR AVE
SPEARS SANDRA R		1438 RIPON AVE	LEWISTON	ID	83501	556 THAIN RD
TAYLOR JOHN P &	TAYLOR LAURA L	3530 13TH STREET C	LEWISTON	ID	83501	3530 13TH ST C
UTKE JAMES A		3317 14TH ST	LEWISTON	ID	83501	1319 CEDAR AVE
VONK CHRISTINA MAREE		1324 A BURRELL AVE	LEWISTON	ID	83501	1324 A BURRELL AVE
WEATHERMON ALYSE	WEATHERMON ALYSE N	3532 13TH STREET C	LEWISTON	ID	83501	3532 13TH ST C
WISMAN TRAVIS		3525 13TH STREET C	LEWISTON	ID	83501	3525 13TH ST C
LEWISTON ORCHARDS SEWER DISTRICT		PO BOX 1122	LEWISTON	ID	83501	
LEWISTON INDEPENDENT SCHOOL DISTRICT		3317 12TH ST	LEWISTON	ID	83501	
CENTRAL ORCHARDS SEWER DISTRICT		1522 POWERS AVE	LEWISTON	ID	83501	
LEWISTON-NEZ PERCE COUNTY	AIRPORT AUTHORITY BOARD	406 BURRELL AVE	LEWISTON	ID	83501	
PORT OF LEWISTON	ATTN: COMMISSIONERS	1626 6TH AVE N	LEWISTON	ID	83501	
NEZ PERCE COUNTY	BOARD OF COUNTY COMMISSIONERS	PO BOX 896	LEWISTON	ID	83501	
WATER DISTRIBUTION OFFICE		2505 16TH AVE	LEWISTON	ID	83501	

7 POLITICAL ENTITIES
44 PROPERTY OWNERS
51 TOTAL NOTIFIED

* Duplicates removed

**STAFF USE ONLY**

Case Number: _____

Hearing Date: _____

APPLICATION FOR ZONE CHANGE

By submitting this application to the City of Lewiston you are entering a quasi-judicial process. As such, you must not discuss the application with any member of the Lewiston Planning and Zoning Commission, or the Lewiston City Council, outside of the public hearing at which this matter will be heard.

APPLICANT INFORMATION

Full Name: Bean Jessica & Kyle Date: 6/25/2026
Last First M.I.

Address: 514 Thain Rd
Street Address Apartment/Unit #
Lewiston 83501
City State ZIP Code

Phone: 208-816-7955 Email jessica@unlocklcv.com

Property Owner: JK Bean LLC Phone: _____

Property Owner Mailing Address: _____

DESCRIPTION OF PROPERTY

Street Address of Subject Property: 3525 13th St, Lewiston

Subdivision Name: N/A See attached map

Block: _____ Lot: _____

OR, if not part of a subdivision, attach a metes and bounds description

NATURE OF REQUEST

Change **FROM** Zone District: R2A **TO** Zone District: R3

The Planning and Zoning Commission shall evaluate a requested amendment to a zoning district to determine the nature and extent of the requested change. If it is an accord with the adopted comprehensive plan, the commission may recommend and the council may adopt or reject the requested change. The commission may request documentation of land use impacts, both existing and proposed, through studies, presentations, or other documents, and may require said documentation to be stamped and signed by professionals deemed qualified by the commission.

NOTE: This application is not an application for development. The applicant shall not submit, nor will the city accept for the purpose of processing this application, any potential, intended, or conceptual development plans. Nor shall the applicant describe or otherwise represent or disclose any potential, intended, or conceptual development plans in the submittal of this application. Potential, intended, or conceptual development plans are not a criteria or factor for the hearing body in its consideration of this application and may unduly influence the consideration of this application.

Please provide **WRITTEN** responses to the following questions:

1. What is the Comprehensive Plan Designation of the property and of the adjoining properties? Describe how the requested zoning classification conforms to the adopted Comprehensive Plan map and text.

Neighborhood Commercial

Adjacent property uses vary from commercial use to multi-family & single family residential use.

Medium density residential zoning is a reasonable transition from commercial to residential.

2. Describe how the subject land is at least as well suited or is better suited for the proposed zoning district than the existing zoning district.

R3 is a more appropriate zone to transition from commercial to the west and south to R2A to the east versus transition from commercial to R2A directly.

3. Describe how the proposed rezone does not present foreseen, immitigable impacts of incompatible uses or development being located in the same vicinity.

R3 zoning would connect to existing R3 zoning to the north making it compatible with neighborhood zones.

4. Describe how the effects of the proposed rezone are not anticipated to place undue burden upon delivery of services provided by any political subdivision (i.e. taxing entity) within the planning jurisdiction, including school districts.

The proposed zone would allow for increased density on the existing land footprint. The change will increase service efficiently.

5. Describe how the size, type, intensity and density of development expected to occur on the subject property as a result of this rezoning is suitable for the area and will not unduly burden the neighborhood, public infrastructure or environmental resources.

Housing density could increase to maximize permitted uses on the property. Infrastructure improvements will be addressed by staff suring design. Current capacity is anticipated to be sufficient for development.

6. If the subject property is located within a designated historic district, describe how the requested zone change will not be in conflict with the intents and purposes of Lewiston City Code Chapter 19.5, Historic Districts (A Certificate of Appropriateness from the Lewiston HPC is required).

N/A

APPLICANT'S CERTIFICATION

The applicant(s) hereby certifies that the information contained in this application is true and correct to the best of my/our knowledge.

Signature: 

Date: 6-30-24

The Property Owner hereby authorizes this application:

Signature: 

Date: 6-30-24

**** INCOMPLETE APPLICATIONS CANNOT BE ACCEPTED****

APPLICATION PROCESS

1. The applicant submits the completed application to the Community Development Department requesting the Zone change. The representative of the Department reviews the application for completeness prior to further processing.

ALL MATERIALS INCLUDED IN THE APPLICATION MUST BE PROVIDED AT THIS TIME. INCOMPLETE APPLICATIONS CANNOT BE ACCEPTED.

PLEASE NOTE: By submitting this application to the City of Lewiston, you are entering a quasi-judicial process. As such, you must not discuss the application with any member of the Lewiston Planning and Zoning Commission and/or the Lewiston City Council outside of the public hearing at which this matter will be heard.

2. The Community Development Department sets the public hearing date for the application according to the public hearing schedule. The Planning and Zoning Commission holds public hearings on the second and fourth Wednesday of each month. The Commission will make a recommendation on a zone change application to the City Council, who will also conduct a public hearing on the matter and render the decision. The City Council holds public hearings on the second and fourth Monday of each month. **Completed applications must be submitted at least four weeks prior to the public hearing date.** You will be notified of the hearing date when you submit your application.
3. The Community Development Department notifies all residents within 300 feet of the property for which you are requesting the Zone Change. This notifies them of the nature of your application, the date of the public hearing, and solicits comments from them.
4. The Community Development Department solicits comments from public agencies and City Departments so a recommendation can be made.
5. After all comments have been received, the Community Development Department prepares a staff report and recommendation for the Planning and Zoning Commission. You will receive a copy of this report and recommendation in advance of the meeting.
6. The Planning and Zoning Commission holds a public hearing on the request. The applicant is invited to speak as well as others who wish to provide testimony, whether in support or in opposition, to the request. **IT IS STRONGLY RECOMMENDED THAT YOU BE IN ATTENDANCE AT THIS MEETING.**
7. The Planning and Zoning Commission will make a recommendation to the City Council. This recommendation is forwarded to the City Mayor for submittal to the City Council.
8. The City Council sets a public hearing date, generally several weeks away to allow sufficient time for legal notice. The property owners who received notice for the Planning and Zoning public hearing will again receive notice of the City Council public hearing.
9. The City Council holds a public hearing on the request. If the City Council approves the PUD Amendment request. The City Attorney prepares an ordinance for the Council.
10. At subsequent public meetings, the City Council holds the first, second, and third readings of the Ordinance. Following the third reading and adoption of the Ordinance, the Ordinance is published in the newspaper, after which the PUD Amendment becomes final.

APPLICANT'S CHECKLIST

- ☐ Completed and signed application with supporting documents;
- ☐ Filing fee payable to the City of Lewiston;
- ☐ A correct legal description of the property;
- ☐ A site plan (11" x 17" or 8 ½" x 11") to scale

CITY MONUMENT 15A
CITY CONTROL COORDINATES:
N: 1719242.420
E: 2318007.515

Adjacent Record of Survey
Instrument #588291

Basis of Bearings

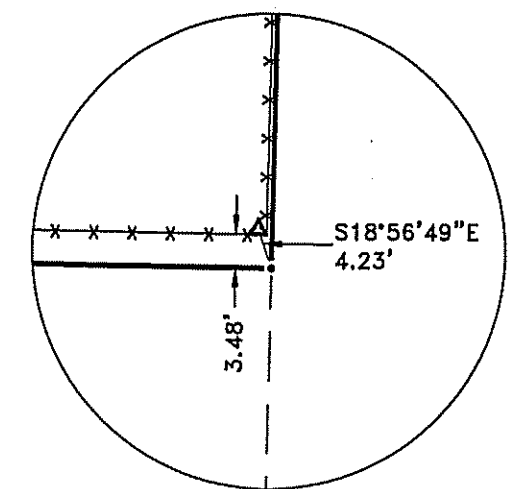
The Basis of Bearings for this survey is the Idaho Coordinate System, West Zone, NAD 83 as shown between the found street centerline monument at the intersection of Cedar Avenue and 13th Street, and the found centerline monument at the intersection of Cedar Avenue and 14th Street, said bearing being S89°07'35"E.

Surveyor's Certificate

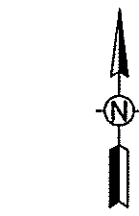
I, Benjamin Bailey, PLS #6271566, State of Idaho, do hereby certify that the survey represented by this map was performed by me or under my supervision in accordance with the laws of the State of Idaho and at the request of Jessica and Kyle Bean in June 2026.

P.O. Box 8728
405 S. Washington
Lewiston, Idaho 83454
(208) 892-3520

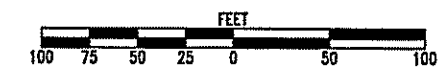
Hodge & Associates, Inc.
Engineers • Surveyors • Landscape Architects
Lewiston • Idaho • (208) 892-3520



DETAIL A
Scale: 1" = 20'



SCALE: 1" = 100'



Legend



Found Monument as Described



Set 5/8" Diameter Rebar w/Aluminum Cap Stamped "Hodge PLS 6271566"



Found 5/8" Diameter Rebar



Set Reference Monument - 5/8" Diameter Rebar w/Aluminum Cap Stamped "REF MON Hodge PLS 6271566"



Calculated Position



Found Centerline Monument



Block Number



Lot Number



Record Data - See Survey References



Subject Property Boundary Line



Adjacent Lot Line



Fence Line



Street Centerline



Street Right-of-Way



Platted Lot Line



Fly-Tile Line

Adjacent Record of Survey
Instrument #704213

12TH STREET

CL MONUMENT AT THAIN ROAD,
GRELL AVENUE, AND 13TH STREET
NOT VISITED THIS SURVEY.
See Note #4

ALDER AVENUE

Survey References:

- Lewiston Orchards, Tract No. Three Plat, by C. Cartlitch, 1908.
- Record of Survey, Instrument #588291, by G. Stone, PLS #4346.
- Record of Survey, Instrument #704213, by J. Dunsmore, PLS #1003.
- Warranty Deed, Instrument #927808, Munro to JK Bean LLC.
- Community Property Agreement, Instrument #700204, George and Darla Hines.
- Warranty Deed, Instrument #787075, Shubert to Krueger.
- Warranty Deed, Instrument #838860, Roberts to Hamilton.
- Warranty Deed, Instrument #859881, Latham to Latham Family Trust.
- Warranty Deed, Instrument #883371, Wight to Taylor.

Surveyor Narrative

- The purpose of this survey was to locate, monument and map the boundaries of the parcel described in Warranty Deed, Instrument #549208, as shown hereon.
- The centerline line of Cedar Avenue between 13th Street and 14th Street was located to establish the Basis of Bearings and primary boundary control. The Parcel described in Warranty Deed, Instrument #549208 was rotated to project basis and located accordingly.
- The boundaries of the southern portion of Block 48 of the Lewiston Orchards Tract No. 3 Subdivision was located using street centerline monuments at these intersections:
Cedar Avenue and 13th Street
Cedar Avenue and 14th Street
Grell Avenue and 14th Street
Grell Avenue and 12th Street
Alder Avenue and 13th Street
Platted lots within the said block were proportioned accordingly.
- The centerline monument located at the intersections of Thain Road, Grell Avenue, and 13th Street, was not used to locate the south and west boundaries of Block 48 for these reasons:
 - Thain Road and Grell Avenue are arterial streets, and there were safety concerns about putting a crew in this situation.
 - Coordinates for the monument were obtained from the City of Lewiston.
 - The monument location is different than that shown in the Lewiston Orchards Tract No. 3 Plat and is offset 14.79 feet to the west from the alignment along 13th Street (due to the widening of Thain Road).
- A possible fence encroachment was found along the south line of the property, ranging 3.48 - 3.74 feet to the north of the calculated line. A reference monument was set to the inside of the fence for the southeast property corner, as a structure and fence has hindered access to the actual calculated corner.
- Survey data were collected using an Emild Reach RS2+ RTK GNSS Receiver connected to the Washington State Reference Network. Corrections were received from base station LEWISTON CORS ARP, and a combined scale factor of 1.00001963 was applied to grid distances for conversion to ground distances.
- This survey was conducted without a title search. It does not show the existence of all easements and or encumbrances, recorded or unrecorded that may affect this property.
- Prior to any conveyance, compliance with any state and local statutes, ordinances and regulations governing the division of land are the landowner's responsibility.

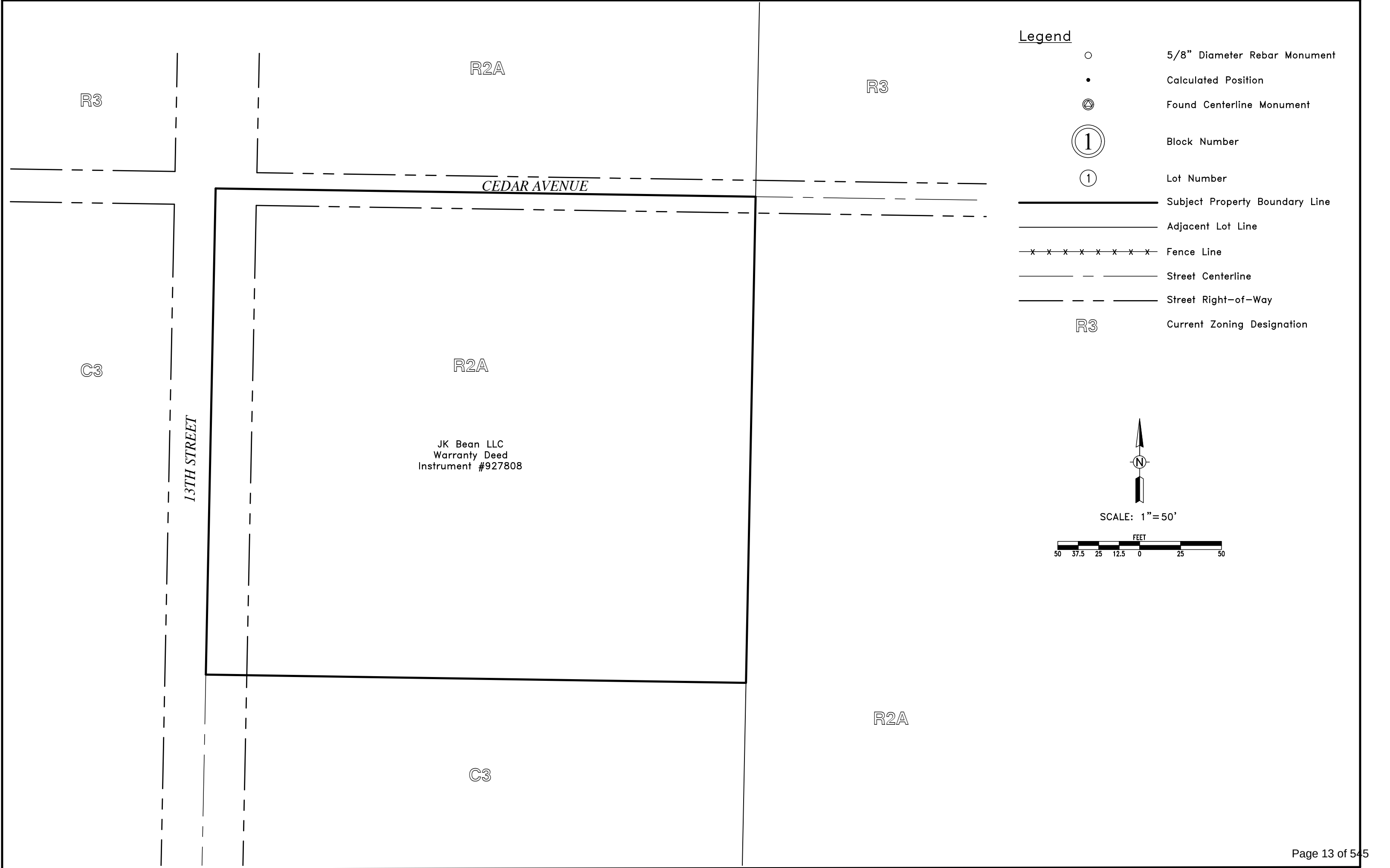
CONFORMED

Instrument # 929790

NEZ PERCE COUNTY
6-24-2026 08:29:07 AM No. of Pages: 1
Recorded for: HODGE & ASSOC INC
PATTY WEEKS Fee: 5.00
Ex-Officio Recorder Deputy *Phil Schmitt*
Index to: SURVEYS

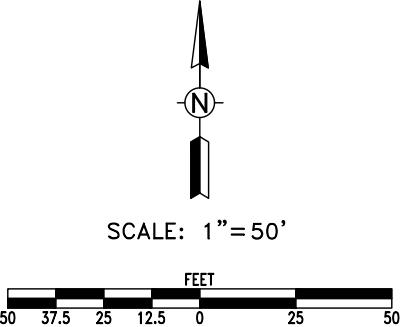
Record of Survey for:
JK Bean LLC
Lewiston, Idaho

Drafted by: BB
Checked by: SW / DC
File Name: 4911 ROS.dwg
Tab: Layout
Plot Style: OCE.ctb
Project: 4911 06 2026
Date: 6/24/26



Legend

- 5/8" Diameter Rebar Monument
- Calculated Position
- ⊗ Found Centerline Monument
- ① Block Number
- ① Lot Number
- Subject Property Boundary Line
- - - Adjacent Lot Line
- x - x - x - x - x - x - x - Fence Line
- - - Street Centerline
- — — Street Right-of-Way
- R3 Current Zoning Designation





ALLIANCE
TITLE & ESCROW

Instrument # 927808
NEZ PERCE COUNTY, IDAHO
03-25-2026 04:22:13 PM No. of Pages: 1
Recorded for: ALLIANCE TITLE - LEWISTON OFFI
PATTY WEEKS Fee: \$15.00
Ex-Officio Recorder Deputy Lindsey Eberhardt
Index to: WRNTY/QCD (101)
Electronically Recorded by Simplifile

WARRANTY DEED

Escrow No.: 1066239

FOR VALUE RECEIVED

Timothy L. Munro and Linda M. Munro, husband and wife

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

JK Bean, LLC, an Idaho Limited Liability Company

whose current address is:
2319 Grelle Avenue
Lewiston, ID 83501

the grantee(s), the following described premises, in Nez Perce County, Idaho,
TO WIT:

That part of Lot 5 of Block 48 of Lewiston Orchards Tract No. 3, Nez Perce County,
Idaho, more particularly described as follows, to-wit:

Start from the monument at the intersection of the centerlines of 13th Street and
alley running East and West through Block 48, proceed South 0°04' East along the
centerline of 13th Street for 297 feet; thence North 89°40' East for 330 feet to the
East line of Lot 5, Block 48; thence North 0°04' West along said lot line for 297
feet to the centerline of alley; thence South 89°40' West along said centerline for
330 feet to the centerline of 13th Street to the Point of Beginning.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said
Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the
said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free
from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions,
reservations, easements, rights and rights of way, apparent or of record. And that (s)he will
warrant and defend the same from all lawful claims whatsoever.

Dated: March 24, 2026

as attorney-in-fact
Timothy L. Munro by Linda M. Munro
Timothy L. Munro by Linda M. Munro as Attorney-in fact

Linda M. Munro
Linda M. Munro

State of Idaho} ss.
County of Nez Perce}

On this 24th day of March, 2026, before me, Jordan Farrington, a Notary Public in
and for said state, personally appeared Linda M. Munro known as an individual and identified to
me to be the person(s) whose name(s) subscribed to the within instrument as Attorney-in-fact of
Timothy L. Munro, and subscribed the name of Timothy L. Munro as principal and his/her own
name as Attorney-in-fact.

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

Jordan Farrington
Notary Public for the State of Idaho
Residing at: Lewiston, ID
Commission Expires: 12/13/27

JORDAN FARRINGTON
Commission #20215961
Notary Public
State of Idaho

NOTICE OF PUBLIC HEARING

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

Wednesday July 22, 2026 at 5:30 pm.

**COMMUNITY DEVELOPMENT DEPARTMENT BUILDING
2ND FLOOR MEETING ROOM,
215 D STREET LEWISTON, ID 83501**

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

This public hearing will be to determine approval or denial of the following proposal:

PUBLIC HEARING AND SUBSEQUENT DELIBERATION AND DIRECTION TO STAFF REGARDING THE REASONED STATEMENT FOR ZONE CHANGE APPLICATION ZNC-26-2 BY JESSICA AND KYLE BEAN (ACTION ITEM): The applicant requests a zone change from Low Density Residential, R2A, Zone to Medium Density Residential, R3, Zone for the 2.01 acres at 3525 13th Street.

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

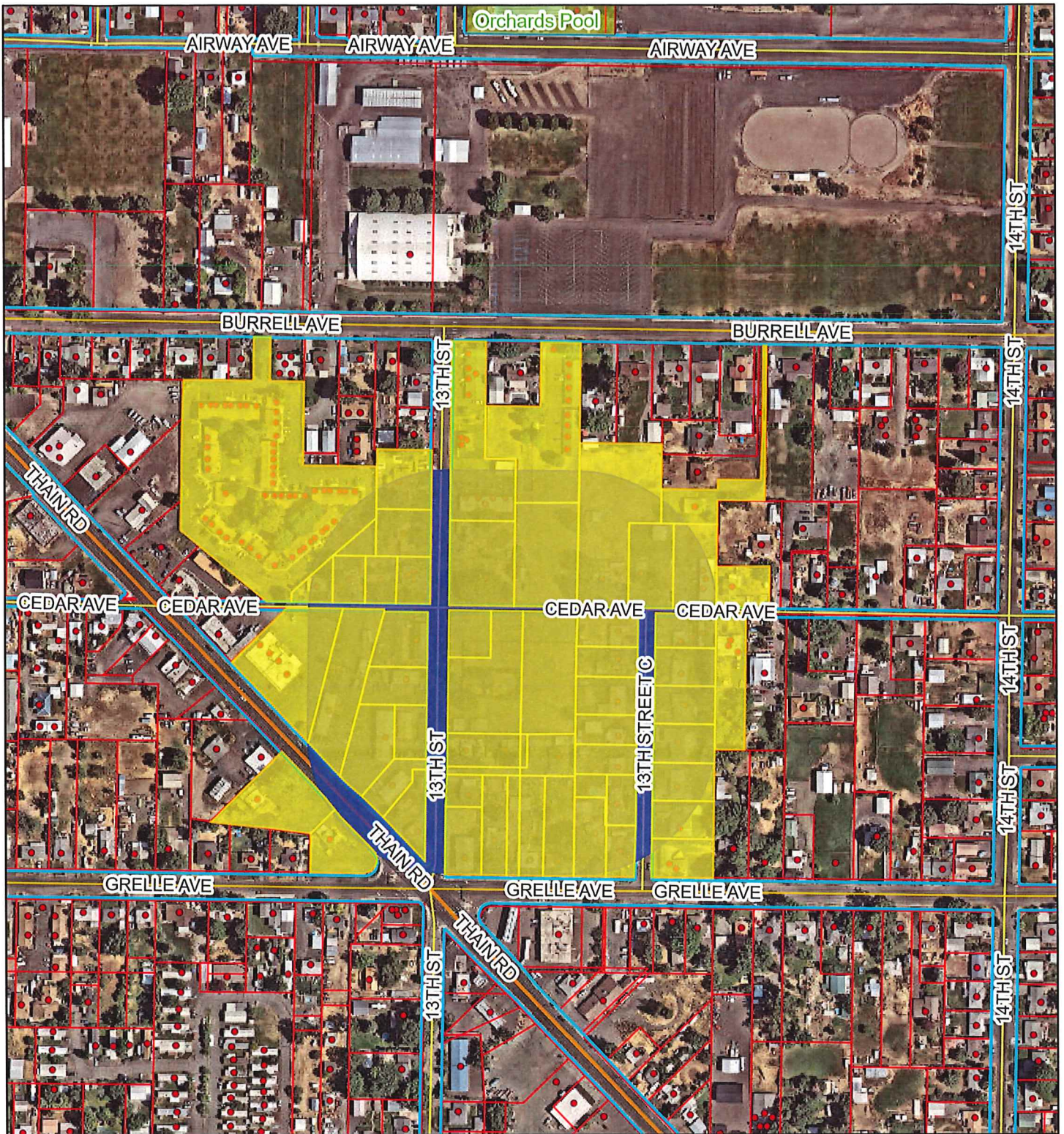
Submission of Written Comments/Testimony: To ensure that written comments can be forwarded to the Planning and Zoning Commission and relevant city staff prior to the hearing, please submit comments/testimony no later than **5:00 p.m. on Tuesday July 21, 2026** by: Emailing dortiz@cityoflewiston.org or mailing to: Dawn Ortiz, Community Development Department, PO Box 617, Lewiston, ID 83501.

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

Public Hearing notice publication date: Sunday July 5, 2026.

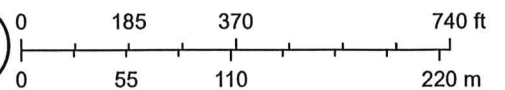
The City of Lewiston is committed to providing access and reasonable accommodation in its services, programs, and activities and encourages qualified persons with disabilities to participate. If you anticipate needing any type of accommodation or have questions about the physical access provided at this meeting, please contact the meeting coordinator, Dawn Ortiz, at least forty-eight (48) hours in advance of the meeting at dortiz@cityoflewiston.org or (208) 746-1318, ext. 7265.

City of Lewiston



6/29/2026, 4:18:45 PM

1:3,975



Vantor

OWNER1	OWNER2	MAIL_ADD1	MAIL_CITY	MAIL_ST	MAIL_ZIP	SITE_ADD
JK BEAN LLC		2319 GRELLE AVE	LEWISTON	ID	83501	3525 13TH ST
LATHAM FAMILY TRUST	LATHAM KYLE D &	P O BOX 588	OROFINO	ID	83544	3529 13TH ST
KRUEGER BRIAN S		3524 13TH STREET C	LEWISTON	ID	83501	3524 13TH ST C
HINES DARLA R		3526 13TH STREET C	LEWISTON	ID	83501	3526 13TH ST C
HAMILTON WILLIAM W		PO BOX 64	WHITE SALMON	WA	98672	3522 13TH ST C
TAYLOR JOHN P &	TAYLOR LAURA L	3530 13TH STREET C	LEWISTON	ID	83501	3530 13TH ST C
HOWELL LEVON &	HOWELL LAUREN	3519 13TH ST	LEWISTON	ID	83501	3519 13TH ST
ROGERS CLINTON A &	ROGERS TAMARA S	1240 CEDAR AVE	LEWISTON	ID	83501	1240 CEDAR AVE
L & T PROPERTIES LLC		2319 POWERS AVE	LEWISTON	ID	83501	3526 13TH ST
JOHNSON JOSH W &	JOHNSON TRACHELLE M	3244 EXPEDITION WAY	LEWISTON	ID	83501	
WEATHERMON ALYSE	WEATHERMON ALYSE N	3532 13TH STREET C	LEWISTON	ID	83501	3532 13TH ST C
JULIAN CLAY &	JULIAN SCOTTIE LIVING TRUST	150 GARNET DR	ST MARIES	ID	83861	3533 13TH ST
DUGGER ERIC C &	DUGGER JAMIE L	600 NE 153RD AVE	VANCOUVER	WA	98684	3520 13TH ST
EDWARDS ELIZABETH ANN &	DAYTON GEORGE LANE &	1303 GRELLE AVE	LEWISTON	ID	83501	1303 GRELLE AVE
EDWARDS KENNETH H &	EDWARDS ELIZABETH A	1303 GRELLE AVE	LEWISTON	ID	83501	1305 GRELLE AVE
ACHESON JESSE		1307 GRELLE AVE	LEWISTON	ID	83501	1307 GRELLE AVE
LINDSEY MICHAEL		3534 13TH STREET C	LEWISTON	ID	83501	3534 13TH ST C
GPS CONTRACTING LLC		1836 ALDER CT	LEWISTON	ID	83501	549 THAIN RD
WISMAN TRAVIS		3525 13TH STREET C	LEWISTON	ID	83501	3525 13TH ST C
CLARK NICK B &	CLARK JULIE A	559 THAIN RD	LEWISTON	ID	83501	557 THAIN RD
ANDERSON CHASE JOHN RICHARD		211 KARIN CT	LEWISTON	ID	83501	1315 CEDAR AVE
LUCKY PENNY LEGACY LLC		2946 RIVERVIEW TERRACE	LEWISTON	ID	83501	1301 GRELLE AVE
BARNES ANDREW &	BARNES BREIANNE	3527 13TH STREET C	LEWISTON	ID	83501	3527 13TH ST C
POND MICHAEL W &	POND MICHELLE L	3512 13TH ST	LEWISTON	ID	83501	3512 13TH ST
HERITAGE QUEST LLC		174 E NEIDER AVE UNIT 72	COEUR D'ALENE	ID	83815	1320 CEDAR AVE
NANNINGA CLIFFORD JOHN		1311 GRELLE AVE	LEWISTON	ID	83501	1311 GRELLE AVE
HENRICHS TIMOTHY		3529 13TH STREET C	LEWISTON	ID	83501	3529 13TH ST C
PARKIN JAMES W IV		PO BOX 138	ANGOON	AK	99820	1311 CEDAR AVE
PEARSON TRAVIS L &	PEARSON JESSICA S	1233 CEDAR AVE	LEWISTON	ID	83501	1233 CEDAR AVE
MEISNER GARY &	MEISNER GRACE REVOCABLE TRUST	PO BOX 286	LEWISTON	ID	83501	
BRANDT JOHN W IV		3533 13TH STREET C	LEWISTON	ID	83501	3533 13TH ST C
GRAYBILL JEFFREY K &	GRAYBILL LAURA A	3536 13TH STREET C	LEWISTON	ID	83501	3536 13TH ST C
PROFITT MICAH S &	PROFITT LAUREN N	833 CEDAR AVE	LEWISTON	ID	83501	1317 CEDAR AVE
HAUKEDAH L LOUISE O &	HAUKEDAH L LOUISE	1231 CEDAR AVE	LEWISTON	ID	83501	1231 CEDAR AVE
SOUTHER CHANTELLE		1322 CEDAR AVE UNIT A	LEWISTON	ID	83501	1322 CEDAR AVE
COLE JEFFERY		3510 13TH ST	LEWISTON	ID	83501	3510 13TH ST
ANDREWS KYLE &	ANDREWS SAMANTHA	2621 GRELLE AVE	LEWISTON	ID	83501	539 THAIN RD

COONS CARL E SR &	PIERCE JOANIE R	3535 13TH STREET C	LEWISTON	ID	83501	3535 13TH ST C
BUNDY RENTALS L L C		1121 VINEYARD DR	LEWISTON	ID	83501	3505 13TH ST
JOHNSON JOSH W &	JOHNSON TRACHELLE M	3244 EXPEDITION WAY	LEWISTON	ID	83501	1308 BURRELL AVE
UTKE JAMES A		3317 14TH ST	LEWISTON	ID	83501	1319 CEDAR AVE
SPEARS SANDRA R		1438 RIPON AVE	LEWISTON	ID	83501	556 THAIN RD
MANLEY BENNETT D &	MANLEY SOPHEE C	804 11TH ST	LEWISTON	ID	83501	3537 13TH ST C
EARL KAMI INVESTMENTS LLC		235 LARKSPUR LN	LEWISTON	ID	83501	550 THAIN RD
VONK CHRISTINA MAREE		1324 A BURRELL AVE	LEWISTON	ID	83501	1324 A BURRELL AVE
MEISNER GARY &	MEISNER GRACE REVOCABLE TRUST	PO BOX 286	LEWISTON	ID	83501	1226 BURRELL AVE



The Proposal regarding the zone change application znc26-2 by JK Bean LLC

1 message

Liz <lizanns@msn.com>

Mon, Jul 13, 2026 at 3:37 PM

To: "khollingshead@cityoflewiston.org" <khollingshead@cityoflewiston.org>

To: Katie Hollingshead

July 13, 2026

To the Planning and Zoning Commission,

Re:Zone Change Application

ZNC-26-2 (JK BEAN LLC)

I am writing to strongly oppose Zone Change Application ZNC-26-2 for the proposed development at 3525 13th St.

This project would increase traffic and noise in an area that is already heavily impacted by surrounding businesses, especially at the intersection of Thain Road and 13th Street. I am also strongly opposed to any high-rise apartment building at this location. My family has lived in our home for nearly 40 years, and a high-rise would destroy the privacy we have enjoyed and permanently change the character of our neighborhood.

I respectfully urge the Planning and Zoning Commission to deny this application and protect the quality of life of the residents who call this neighborhood home.

Thank you for your consideration.

Sincerely,

Ken & Liz Edwards

**Re: Zone change for 3525 13th street**

1 message

Dawn Ortiz <dortiz@cityoflewiston.org>

Wed, Jul 8, 2026 at 9:28 AM

To: Lauren Howell <laurennfish17@gmail.com>

Cc: Katie Hollingshead <khollingshead@cityoflewiston.org>, Joel Plaskon <JPlaskon@cityoflewiston.org>

Good morning, Lauren. Thank you for your comment; it will be passed along to the Planning and Zoning Commission.

Dawn Ortiz

Community Development Office Supervisor

City of Lewiston

**T 208.746.1318 Ext 7265**

215 D Street

P.O. Box 617

Lewiston, ID 83501

www.cityoflewiston.org

On Wed, Jul 8, 2026 at 8:20 AM Lauren Howell <laurennfish17@gmail.com> wrote:

I am writing to express my opposition to the proposed rezoning of the property located at 3525 13th Street from R2A to R3.

I reside across the street to the property at 3519 13th Street and am concerned about the potential impacts this rezoning could have on our neighborhood, our quality of life, traffic patterns, and the safety of those who live and travel through this area.

The existing R2A zoning is consistent with the established character of this area and provides an appropriate balance for the neighborhood. While our neighborhood already includes a mix of housing types, including a duplex across the street and other smaller apartment-style residences nearby, the proposed change to R3 would allow for a higher intensity of residential development on this specific property. My concern is not with different types of housing existing in the neighborhood, but whether this particular location has the infrastructure and street design necessary to safely support additional density.

Increased density would likely result in additional traffic, greater demand for on-street parking, increased noise, and additional strain on existing infrastructure and public services. The property currently includes an unused portion of land and an existing single-family home, but changing the zoning would allow for future development at a greater density than is currently permitted.

I am particularly concerned about public safety and traffic flow. The section of 13th Street directly in front of the proposed property is one-way, requiring traffic accessing this area to travel down our portion of 13th Street. Cedar Avenue, which separates our properties, is a narrow street that often only allows one vehicle to pass at a time. These existing conditions create concerns about whether the surrounding streets can safely accommodate additional vehicle traffic, parking demand, and increased activity associated with higher-density development.

Our neighborhood also lacks sidewalks, and this route is used daily by children and families walking to the nearby elementary school, located only about one block away. Because pedestrians must share the roadway with vehicles, any increase in traffic would create additional safety concerns for children, families, and other pedestrians who already have limited protection.

As a property owner, I am also concerned about the potential impacts on neighboring properties, including privacy, noise, parking availability, and the overall residential atmosphere that makes this neighborhood a desirable place to live. I believe the current zoning strikes an appropriate balance for this area and that changing it would significantly alter the character of the neighborhood.

I respectfully ask the City to carefully consider the long-term impacts this rezoning could have on surrounding homeowners, neighborhood compatibility, traffic patterns, pedestrian safety, parking availability, and the limitations of the existing infrastructure. For these reasons, I urge the City to deny the request to rezone 3525 13th Street from R2A to R3.

Thank you for your time and consideration of my comments.

Sincerely,

Lauren Howell
[3519 13th Street](#)
Lewiston, ID



PLANNER'S STAFF REPORT

COMMUNITY DEVELOPMENT DEPARTMENT

Date: 7/06/2026

Case File Number: ZNC-26-2

Applicant:

Jessica & Kyle Bean
514 Thain Road
Lewiston, ID 83501

Property Owner:

JK Bean LLC
514 Thain Road
Lewiston, ID 83501

Site Location:

3525 13th Street
Lewiston, ID 83501

Request/Proposal:

The applicant requests a zone change from Low Density Residential, R2A, Zone to Medium Density Residential, R3, Zone for the 2.01 acres at 3525 13th Street to develop some sort of multi-family housing as allowed as a use by right in the Medium Density Residential, R3, Zone.

Subject Property and Surrounding Land Uses:

The subject property is an approximately 2.01 acre parcel at the intersection of 13th Street and Cedar Avenue that contains a single family dwelling and two (2) accessory buildings. Properties to the north are a mix of multi-family dwellings and single family dwellings, with the Nez Perce County Fairgrounds on block to the north at the intersection of 13th Street and Burrell Avenue. Properties to the north are zoned both R3 and R2A. Properties to the west, across 13th Street, are commercial in nature with those properties being zoned Community Commercial,

ZNC-26-2

C3, Zone. Properties to the immediate south are single family dwellings but are zoned Community Commercial, C3, Zone. Properties to the east are a mix of duplexes, triplexes and single family dwellings and are zoned Low Density Residential, R2A, Zone.

Related Or Other Pending Discretionary Actions:

None.

Flood Plain, Wetlands, EPA Regulated Site:

NA

Code References:

- **DIVISION 4. - LOW DENSITY RESIDENTIAL ZONE R-2A**

- **Sec. 37-34. - R-2a low density residential zone.**

Purpose. To provide land for lower density residential development with the keeping of livestock as a conditional use.

(Ord. No. 4108, § 2, 8-15-94; Ord. No. 4161, § 4, 7-1-96; Ord. No. 4249, § 13, 10-25-99)

- **Sec. 37-35. - Uses permitted outright.**

In an R-2A zone, the following uses and their accessory uses are permitted outright subject to the provisions of article IV:

(1) Bed and breakfast facilities, subject to the special conditions of [section 37-13.1\(1\)](#) of this Code;

(2) Church, subject to the special conditions of [section 37-20.1\(2\)](#) of this Code;

(3) Class A manufactured home;

(4) Commercial uses legally established as of December 31, 2004, and which have maintained a valid business and occupation permit;

(5) Family day care, subject to the special conditions of [section 37-13.1\(2\)](#) of this Code;

(6) Manufactured home park, subject to the provisions of [chapter 23](#) of this Code, with a maximum density of nine (9) dwelling units per acre;

(7) Mortuary, subject to the special conditions of [section 37-20.1\(1\)](#) of this Code;

(8) Park, subject to the special conditions of [section 37-20.1\(4\)](#) of this Code;

(9) School, subject to the special conditions of [section 37-20.1\(3\)](#) of this Code;

(10) Preschool, subject to the special conditions of [section 37-20.1\(6\)](#) of this Code;

(11) Single-family dwelling;

(12) Tiny house village, subject to the provisions of [chapter 23](#) of this Code, with a maximum density of nine (9) dwelling units per acre;

(13) Two-family dwelling.

(Ord. No. 4108, § 2, 8-15-94; Ord. No. 4249, § 14, 10-25-99; Ord. No. 4385, § 5, 2-14-05; Ord. No. 4398, § 8, 1-9-06; [Ord. No. 4841](#), § 6, 11-14-22; [Ord. No. 4944](#), § 7, 7-14-25)

ZNC-26-2

- **Sec. 37-36. - Conditional uses permitted.**

In an R-2A zone, the following uses and their accessory uses are permitted when authorized in accordance with the standards and requirements in articles IV and IX:

- (1) Repealed by Ord. No. 4742.
 - (2) Day care center, subject to the special conditions of [section 37-20.1](#)(5) of this Code;
 - (3) Group day care, subject to the special conditions of [section 37-13.1](#)(3) of this Code;
 - (4) Intermediate care facility;
 - (5) Keeping of livestock, subject to the standards of [sections 37-195](#) through [37-199](#) of this Code;
 - (6) Long-term care facility;
 - (7) Intensification, or expansion of commercial uses of ten (10) percent of the building area or more which were legally established and licensed for business and occupation;
 - (8) Multifamily dwelling, meeting the standards of [section 37-124.1](#) of this Code;
 - (9) Noncommercial kennel, subject to commercial kennel standards of [section 37-163](#)(15) of this Code;
 - (10) Public use, or any use conducted by a private company or nonprofit organization that is substantially the same as or substantially similar to a use normally conducted by a public agency;
 - (11) Re-establishment of a commercial use which was legally established but where the business and occupation license has lapsed for a period not to exceed one (1) year;
 - (12) Replacement of a nonconforming residential use not located abutting a principal or minor arterial street, as identified in the Lewiston Comprehensive Transportation Plan, subject to setback and yard requirements of the R-2 zone;
 - (13) Semi-public use, or any use conducted by a private company or nonprofit organization that is substantially the same as or substantially similar to a use normally conducted by a semi-public agency;
 - (14) Manufactured home park, subject to the provisions of [chapter 23](#) of this Code, with a density greater than nine (9) dwelling units per acre;
 - (15) Small lot development subject to the requirements of [section 37-33](#), standards for small lot development;
 - (16) Tiny house village, subject to the provisions of [chapter 23](#) of this Code, with a density greater than nine (9) dwelling units per acre.
- (Ord. No. 4108, § 2, 8-15-94; Ord. No. 4249, § 15, 10-25-99; Ord. No. 4322, § 5, 12-9-02; Ord. No. 4328, § 2, 3-24-03; Ord. No. 4354, § 2, 3-29-04; Ord. No. 4385, § 6, 2-14-05; Ord. No. 4398, § 9, 1-9-06; Ord. No. 4433, § 3, 1-9-06; Ord. No. 4499, § 2, 1-28-08; Ord. No. 4531, § 3, 7-13-09; Ord. No. 4656, § 2, 3-28-16; Ord. No. 4676, § 5, 11-28-16; Ord. No. 4742, § 2G, 8-19-19; Ord. No. 4799, § 4, 3-8-21; [Ord. No. 4841](#), § 7, 11-14-22; [Ord. No. 4944](#), § 8, 7-14-25)

- **Sec. 37-37. - Lot size.**

In an R-2A zone, the minimum lot size shall be as follows:

- (1) For a single-family dwelling, the minimum lot area shall be seven thousand five hundred (7,500) square feet, subject to [sections 32-45](#)(f)(1) and [36-103](#) of this Code.

- (2) For a two-family dwelling, the minimum lot area shall be ten thousand (10,000) square feet, and connection to a municipal sanitary sewer system must be provided.
- (3) For a multifamily dwelling, the minimum lot area shall be ten thousand (10,000) square feet plus four thousand (4,000) square feet for each dwelling unit over two (2), and connection to a municipal sanitary sewer system must be provided.
- (4) Lot width shall be a minimum of seventy (70) feet.
- (5) Lot depth shall be a minimum of one hundred (100) feet.
- (6) Two-family dwelling units constructed as a use permitted outright in this zone and constructed so as to share a common or adjoining side wall shall be allowed to legally split into two (2) minimum five thousand (5,000) square foot lots, provided the front and rear setbacks are in compliance with this chapter and the side yard opposite the zero-lot line shall be a minimum of fifteen (15) feet. In no case shall the minimum width of the zero-lot line lot be less than fifty (50) feet nor the depth less than eighty (80) feet.
- (Ord. No. 4108, § 2, 8-15-94; Ord. No. 4381, § 2, 1-24-05; Ord. No. 4499, § 2, 1-28-08; Ord. No. 4676, § 6, 11-28-16)

- **Sec. 37-38. - Yards.**

Except as provided in article VIII, in an R-2A zone the minimum yard requirements shall be as follows:

- (1) A front yard shall be a minimum of twenty (20) feet or thirty-five (35) feet from the centerline of the street, whichever is greater.
- (2) A side yard shall be a minimum of five (5) feet and the total of both side yards shall be a minimum of fifteen (15) feet, except that on corner lots the side yard on the street side shall be a minimum of fifteen (15) feet or thirty-five (35) feet from the centerline of the street, whichever is greater.
- (3) A rear yard shall be a minimum of twenty (20) feet.
- (Ord. No. 4108, § 2, 8-15-94)

- **Sec. 37-39. - Lot coverage.**

In an R-2A zone buildings shall not cover more than forty (40) percent of the lot.

(Ord. No. 4108, § 2, 8-15-94)

- **Sec. 37-40. - Height of buildings.**

In an R-2A zone, no building shall exceed a height of thirty-five (35) feet.

(Ord. No. 4108, § 2, 8-15-94)

- **DIVISION 8. - MEDIUM DENSITY RESIDENTIAL ZONE R-3**

- **Sec. 37-42. - R-3 medium density residential zone.**

- (a) *Purpose.* To provide land for the development of multifamily dwellings and to provide an orderly transition from more intensive, high density uses to less intensive, lower density uses.

(Ord. No. 4108, § 2, 8-15-94; Ord. No. 4249, § 16, 10-25-99)

- **Sec. 37-43. - Uses permitted outright.**

In an R-3 zone the following uses and their accessory uses are permitted outright subject to the provisions of article IV:

- (1) Bed and breakfast facilities, subject to the special conditions of [section 37-13.1](#)(1) of this Code;

- (2) Church, subject to the special conditions of [section 37-20.1\(2\)](#) of this Code;
 - (3) Class A manufactured home;
 - (4) Commercial uses legally established as of December 31, 2004, and which have maintained a valid business and occupation permit;
 - (5) Family day care, subject to the special conditions of [section 37-13.1\(2\)](#) of this Code;
 - (6) Intermediate term care facility, subject to the special conditions of [section 37-44.1\(1\)](#) of this Code;
 - (7) Long-term care facility, subject to the special conditions of [section 37-44.1\(2\)](#) of this Code;
 - (8) Manufactured home park, subject to the provisions of [chapter 23](#) of this Code, with a maximum density of sixteen (16) dwelling units per acre;
 - (9) Mortuary, subject to the special conditions of [section 37-20.1\(1\)](#) of this Code;
 - (10) Multifamily dwelling, meeting the standards of [section 37-124.1](#) of this Code;
 - (11) Park, subject to the special conditions of [section 37-20.1\(4\)](#) of this Code;
 - (12) School, subject to the special conditions of [section 37-20.1\(3\)](#) of this Code;
 - (13) Preschool, subject to the special conditions of [section 37-20.1\(6\)](#) of this Code;
 - (14) Single-family dwelling;
 - (15) Small lot development subject to the requirements of [section 37-33](#), standards for small lot development;
 - (16) Tiny house village, subject to the provisions of [chapter 23](#) of this Code, with a maximum density of sixteen (16) dwelling units per acre;
 - (17) Two-family dwelling.
- (Ord. No. 4108, § 2, 8-15-94; Ord. No. 4161, § 5, 7-1-96; Ord. No. 4249, § 17, 10-25-99; Ord. No. 4385, § 7, 2-14-05; Ord. No. 4386, § 2, 2-14-05; Ord. No. 4433, § 4, 1-9-06; Ord. No. 4499, § 2, 1-28-08; Ord. No. 4531, § 4, 7-13-09; Ord. No. 4656, § 10, 3-28-16; Ord. No. 4676, § 14, 11-28-16; [Ord. No. 4841](#), § 8, 11-14-22; [Ord. No. 4944](#), § 9, 7-14-25)

- **Sec. 37-44. - Conditional uses permitted.**

In an R-3 Zone the following uses and their accessory uses are permitted when authorized in accordance with the standards and requirements in articles IV and IX:

- (1) Repealed by Ord. No. 4742.
- (2) Day care center, subject to the special conditions of [section 37-20.1\(5\)](#) of this Code;
- (3) Dormitory, subject to the special conditions of [section 37-44.1](#) of this Code;
- (4) Group day care, subject to the special conditions of [section 37-13.1\(3\)](#) of this Code;
- (5) Intensification, or expansion of commercial uses of ten (10) percent of the building area or more which were legally established and licensed for business and occupation;
- (6) Manufactured home park, subject to the provisions of [chapter 23](#) of this Code, with a density greater than sixteen (16) dwelling units per acre;
- (7) Noncommercial kennel, subject to the commercial kennel standards of [section 37-163\(15\)](#) of this Code;

(8) Public use, or any use conducted by a private company or nonprofit organization that is substantially the same as or substantially similar to a use normally conducted by a public agency;

(9) Re-establishment of a commercial use which was legally established but where the business and occupation license has lapsed for a period not to exceed one (1) year;

(10) Replacement of a nonconforming residential use not located abutting a principal or minor arterial street, as identified in the Lewiston Comprehensive Transportation Plan, subject to setback and yard requirements of the R-2 zone;

(11) Semi-public use, or any use conducted by a private company or nonprofit organization that is substantially the same as or substantially similar to a use normally conducted by a semi-public agency;

(12) Tiny house village, subject to the provisions of [chapter 23](#) of this Code, with a density greater than sixteen (16) dwelling units per acre.

(Ord. No. 4108, § 2, 8-15-94; Ord. No. 4249, § 18, 10-25-99; Ord. No. 4322, § 5, 12-9-02; Ord. No. 4328, § 2, 3-24-03; Ord. No. 4385, § 8, 2-14-05; Ord. No. 4386, § 3, 2-14-05; Ord. No. 4531, § 4, 7-13-09; Ord. No. 4742, § 21, 8-19-19; Ord. No. 4799, § 7, 3-8-21; [Ord. No. 4841](#), § 9, 11-14-22; [Ord. No. 4944](#), § 10, 7-14-25)

- **Sec. 37-44.1. - Special conditions.**

(1) *Intermediate care facility.*

- (a) The size of the site is shown to be reasonable for the intended use.
- (b) Access to the site meets all applicable ordinances.
- (c) The surrounding property will not otherwise be adversely affected.

(2) *Long-term care facility.*

- (a) The size of the site is shown to be reasonable for the intended use.
- (b) Parking and access to the site meets all applicable ordinances.
- (c) The surrounding property will not otherwise be adversely affected.

(3) *Dormitory.*

- (a) Dormitories with twelve (12) occupants or more shall have on-site management.
 - (b) Buildings shall be designed with the following security measures:
 - 1. Interior access to each room;
 - 2. Controlled access beyond the lobby and to individual floors;
 - 3. Manager's name and contact information posted in clear view in the lobby.
 - (c) Dumpsters shall be located inside the building or placed no closer than fifteen (15) feet from any property line adjacent to residentially zoned property.
- (Ord. No. 4249, § 19, 10-25-99; Ord. No. 4386, § 6, 2-14-05)

- **Sec. 37-45. - Lot size.**

In an R-3 zone, the minimum lot size shall be as follows:

(1) Lot area shall be a minimum of six thousand (6,000) square feet plus an additional one thousand five hundred (1,500) square feet for each dwelling unit over one (1).

(2) Lot width shall be a minimum of fifty (50) feet.

(3) Lot depth shall be a minimum of eighty (80) feet.

(Ord. No. 4108, § 2, 8-15-94; Ord. No. 4499, § 2, 1-28-08; Ord. No. 4531, § 4, 7-13-09; Ord. No. 4676, § 15, 11-28-16; [Ord. No. 4936](#), § 1, 1-27-25)

- **Sec. 37-46. - Yards.**

Except as provided in article VIII, in an R-3 zone minimum yard requirements shall be as follows:

(1) A front yard shall be a minimum of twenty (20) feet or thirty-five (35) feet from the centerline of the street, whichever is greater.

(2) A side yard shall be a minimum of five (5) feet and the total of both side yards shall be a minimum of fifteen (15) feet, except that on corner lots the side yard on the street side shall be a minimum of fifteen (15) feet from the property line or thirty-five (35) feet from the centerline of the street, whichever is greater.

(3) A rear yard shall be a minimum of twenty (20) feet.

(4) Side and rear yards shall be increased by one (1) foot for each foot by which a building exceeds a height of thirty-five (35) feet. A front yard shall be increased by one (1) foot for each two (2) feet by which a building exceeds thirty-five (35) feet.

(5) Two-family dwelling units constructed as a use permitted outright in this zone and constructed so as to share a common or adjoining side wall shall be allowed to legally split into two (2) minimum five thousand (5,000) square foot lots, provided the front and rear setbacks are in compliance with this chapter and the side yard opposite the zero-lot line shall be a minimum of fifteen (15) feet. In no case shall the minimum width of the zero-lot line lot be less than fifty (50) feet nor the depth less than eighty (80) feet.

(Ord. No. 4108, § 2, 8-15-94; Ord. No. 4676, § 16, 11-28-16)

- **Sec. 37-47. - Lot coverage.**

In an R-3 zone, buildings shall not cover more than fifty (50) percent of the lot.

(Ord. No. 4108, § 2, 8-15-94; Ord. No. 4676, § 17, 11-28-16)

- **Sec. 37-48. - Height of buildings.**

In an R-3 zone, no building shall exceed a height of forty-five (45) feet.

(Ord. No. 4108, § 2, 8-15-94)

- **Sec. 37-49. - Reserved.**

Editor's note— Ord. No. 4216, § 1, adopted August 10, 1998, repealed § 37-49, relative to signs permitted in the R-3 zone, which derived from Ord. No. 4108, § 2, adopted August 15, 1994.

- **Sec. 37-124.1. - Standards for multifamily development.**

Where multifamily dwellings are allowed as a use permitted outright or as a conditional use, the following standards shall apply:

(1) Parking must be paved and meet all requirements of article VII, off-street parking and loading.

(2) Where more than one (1) detached single-family dwelling exists on one (1) lot, the minimum required lot area shall be the minimum required by the zoning district multiplied by the number of detached single-family dwellings.

(Ord. No. 4499, § 3, 1-28-08; Ord. No. 4676, § 27, 11-28-16)

Comprehensive Plan:

The subject property is located in the Neighborhood Commercial Future Land Use Designation. Applicable items from the Comprehensive Plan are as follows;

Neighborhood Commercial areas provide low-mid intensity commercial services primarily for surrounding residents. More intense and larger scale businesses should be located at intersections of collectors and arterial roadways and should be less intense. These areas may also provide a transition from more intense commercial or industrial uses to less intense and smaller scale residential areas. Suggested Residential Density Range is 8+ dwelling units per acre with the following essential considerations.

Location: Commercial uses remain along street frontage. Residential uses are located above or behind commercial uses when present.

Intensity: Provides transition in intensity from adjacent uses/zones and provides an appropriate transition in building use, type, and scale from surrounding uses.

Access: Located on a collector or arterial roadway with adequate access for the proposed use.

Infrastructure: The existing or planned infrastructure is adequate to meet the needs of the proposed use.

Compatibility: The presence of residential would not possibly hinder future commercial uses adjacent commercial areas. The proposed location is not within the proximity of industrial uses in areas identified for additional industrial uses in the future land use map.

Residential attached and Residential Multi-Unit are both listed as supporting uses in the Neighborhood Commercial Future Land Use Designation.

LU.1 Accommodate future development and redevelopment

LU.1.1 Optimize zoning alignments. Align incompatible zoning and land uses and development regulation with the Future Land Use Map to establish consistent and compatible growth patterns.

LU.1.1.1 Conduct a comprehensive review of the Land Use Code to identify and modify zoning regulations that do not align with the desired development outlined in the future land use map and land use categories.

LU.1.3 Balance land uses. Establish land use patterns that accommodates various land uses in proportion to the needs of the community.

LU.1.3.2 Evaluate the zoning code to enable compatible uses in more locations to minimize the distance between residents and needed services.

LU.2 Provide housing choices throughout Lewiston

LU.2.1 Diversity possible housing options. Ensure that a variety of types, scale and density-appropriate housing can be constructed throughout Lewiston, promoting neighborhoods that cater to residents of all incomes, ages, family structures and cultures.

LU.2.2 Allow for density by ensuring compatibility. Build additional housing types in a scale appropriate way that fits into existing neighborhoods.

ED.2.3 Improve housing affordability for lower-income households. Housing is a critical element in the attraction and long term retention of employees, and is needed at all levels of income but is mostly in demand at lower price points.

ED.2.3.2 Attract an increased variety of housing types to accommodate new workers.

H.1 Increase housing quality and production

H.1.1 Improve quality of and access to affordable housing. Implement related existing plans and identify solutions for housing access.

H.1.3 Evaluate regulation for barriers to housing. Assess and amend subdivision and zoning regulations to change factors that limit the ability to build new housing where appropriate.

H.1.3.2 Encourage more housing through support of conditional use permit and planned unit development applications for needed housing types, evaluating and updating zoning code to allow for more needed housing types, and incentives like density bonuses to facility more housing units.

H.1.3.3 Study and act to overcome barriers to housing development for housing types that are not currently being built (e.g. multifamily and missing-middle housing). Barriers may include parking requirements, state restrictions on uses of funding, environmental review, developer infrastructure investments, permitting timelines, land availability, lack of land zoned for these housing types, lack of zoning code use by right allowance for these housing types, and others.

H.2 Diversity housing options

H.2.1 Raise community awareness and interest for missing middle housing types. Educate developers and residents and the benefits of a diverse range of housing.

H.2.2 Reduce barriers to missing middle housing typologies. Study and reduce or eliminate barriers to allow for additional housing typologies that are not currently being built.

H.2.2.1 Evaluate existing land use regulations for areas where additional missing middle housing could be accommodated and update as needed. Consider incentives such as reduced permitting fees for these housing types.

H.3.2.1 Identify areas within waling distance of existing or planned transit services and direct resources to encourage missing-middle and denser housing types in those locations.

H.3.2.2 Evaluate infrastructure for areas with existing excess capacity and target additional housing resources in those locations.

H.3.2 Maximize efficient housing development. Encourage denser housing types in areas with infrastructure capacity and transit access.

H.3.2.1 Identify areas within walking distance of existing or planned transit services and direct resources to encourage missing-middle and denser housing types in those locations.

H.3.2.2 Evaluate infrastructure for areas with existing excess capacity and target additional housing resources in those locations.

Input From Other Departments/Agencies:

The Engineering Division of Public Works provided no comments on the application.

The Lewiston Fire Department provided no comments on the application.

Analysis:

The subject property is a 2.01 acre lot that contains a single family dwelling and some accessory buildings. A majority of the property is vacant land. The applicant is requesting a zone change from the existing Low Density Residential,

R2A, Zone to Medium Density Residential, R3, Zone so that they may development multi-family housing as allowed in the R3 zone. The subject property is located across the street (Cedar Avenue) from other lands zoned R3 that contain multifamily dwellings. The surrounding neighborhood is a mix of both larger scale multi-family (to the northwest at 1226 Burrell Ave) and several smaller scale multi-family units to the north and east. The subject property is also located across the street from lands zoned Community Commercial, C3, Zone, with several commercial businesses operating along Thain Road and connecting to 13th Street.

The subject property is located at the corner of 13th Street and Cedar Ave. Both 13th Street and Cedar Ave are designated as local roads at this location. 13th Street is a one-way street between Grelle Avenue and Cedar Avenue with only north bound traffic allowed. The subject property is located 1 block south of the intersection of 13th Street and Burrell Avenue. Burrell Avenue is a collector street. There is a transit bus stop at the Nez Perce County Fairgrounds, also located at 13th Street and Burrell Avenue. The subject property is also located one block north of the intersection of 13th Street, Grelle Avenue and Thain Road. Grelle Avenue is designated as a collector street and Thain Road is designated as an arterial street.

The subject property is located in the Neighborhood Commercial Future Land Use Designation which calls for both lower intensity commercial uses and multifamily residential uses. The subject property's location on local roads, behind the commercial corridor and Thain Road arterial, make it appropriate for the Medium Density Residential, R3, Zone and the associated multifamily uses allowed by right in that zone. 13th Street does not have curb, gutter or sidewalk at this location, but is one block from Burrell Avenue and the Nez Perce County Fair Building and the City of Lewiston Transit stop that is located there. 13th Street adjacent to the subject property is a one way street, allowing only northbound traffic from the intersection of 13th Street and Grelle to the intersection of 13th Street and Cedar.

Under the proposed Medium Density Residential, R3, zone the subject property could be developed into multifamily dwellings, such as apartments, and based on the 2 acres of land, could be developed with up to 55 units (if able to physically fit that number of units in the 50% lot coverage allowed), but would also have to provide 55 parking stalls along with two (2) ADA accessible stalls (again, if physically able to fit that on the parcel). The subject property could also be developed into a Manufactured Home Park with up to 32 units, again meeting the development standards from Lewiston City Code Chapter 23, regarding spacing, setbacks and provided parking.

Under the existing Low Density Residential, R2A, zone the subject property could possibly be developed (by right, with no public hearing requirement) into nine (9) single family, each with an accessory apartment, or duplex lots. That would equate 18 dwelling units built on the subject property after subdivision.

While the Commission is limited in scope to deciding the potential land use of the subject property, it might be worthwhile to consider that a single family subdivision of the property would result in a greater number of driveway accesses from Cedar Avenue into the subject property, than a multifamily development would.

The subject property is located in a neighborhood that has been identified by the Comprehensive Plan Work Plan Committee (a subcommittee of the Planning and Zoning Commission) as being appropriate for upzoning and the rezone of the subject property would continue an existing segment of R3 zoned property further south and would help to create that desired buffer zone between the existing commercial zone to the west and the single family dwelling to the east.

Relevant Criteria and Standards:

See attached reasoned statement worksheet.

Prepared By:

Katie Hollingshead, ACIP
(208) 746-1318, ext. 7261
khollingshead@cityoflewiston.org
P.O.Box 617
Lewiston, ID 83501

**CITY OF LEWISTON PLANNING AND ZONING COMMISSION
REASONED STATEMENT OF RELEVANT CRITERIA AND
STANDARDS FOR GRANTING OR DENIAL OF
ZONING DISTRICT BOUNDARY CHANGE/REZONE**

This document shall serve as memorialization of the rationale for the granting or denial of a zoning district boundary change/rezone, which shall be based upon relevant criteria and standards, including the Lewiston Comprehensive Plan, Lewiston City Code, and Idaho Code. *See I.C. § 67-6535.*

I. APPLICATION NUMBER:

II. APPLICANT’S NAME AND ADDRESS:

III. IDENTIFICATION AND/OR LOCATION OF SUBJECT PROPERTY:

IV. DATE OF PUBLIC HEARING:

V. NAME OF HEARING BODY:
Lewiston Planning and Zoning Commission

VI. NATURE OF APPLICATION:
Rezone subject property from [current zone] to [proposed zone]

VII. DECISION:
The Lewiston Planning and Zoning Commission recommends [APPROVAL/DENIAL]
of XXX to the Lewiston City Council.

VIII. RELEVANT CONTESTED FACTS RELIED UPON:

The relevant contested facts relied upon are:

IX. RELEVANT CRITERIA AND STANDARDS:

The following relevant criteria, standards, facts, and considerations are hereby declared as reasons for the decision on this zoning district boundary change/rezone:

1. The proposed rezone **(is/is not)** in general conformance with the Lewiston Comprehensive Plan. Applicable commentary:
2. The subject property **(is/is not)** at least as well suited or is better suited for the proposed zoning district than the existing zoning district. Applicable commentary:
3. The proposed rezone **(does/does not)** present foreseen, immitigable impacts of incompatible uses or development being located in the same vicinity. Applicable commentary:
4. The effects of the proposed rezone **(are/are not)** anticipated to place undue burden upon delivery of services provided by any political subdivision within the planning jurisdiction, including school districts. Applicable commentary:
5. The size, type, intensity, and density of development expected to occur on the subject property as a result of this rezoning **(is/is not)** suitable for the area and **(will/will not)** unduly burden the neighborhood, public infrastructure, or environmental resources. Applicable commentary:
6. The proposed rezone **(is/is not)** in conformance with Idaho Code 67-6537, Use of Surface and Ground Water. Applicable commentary:

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

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

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

By: _____
Signature of Planning and Zoning Commission Chair or Vice Chair or Acting Chair

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

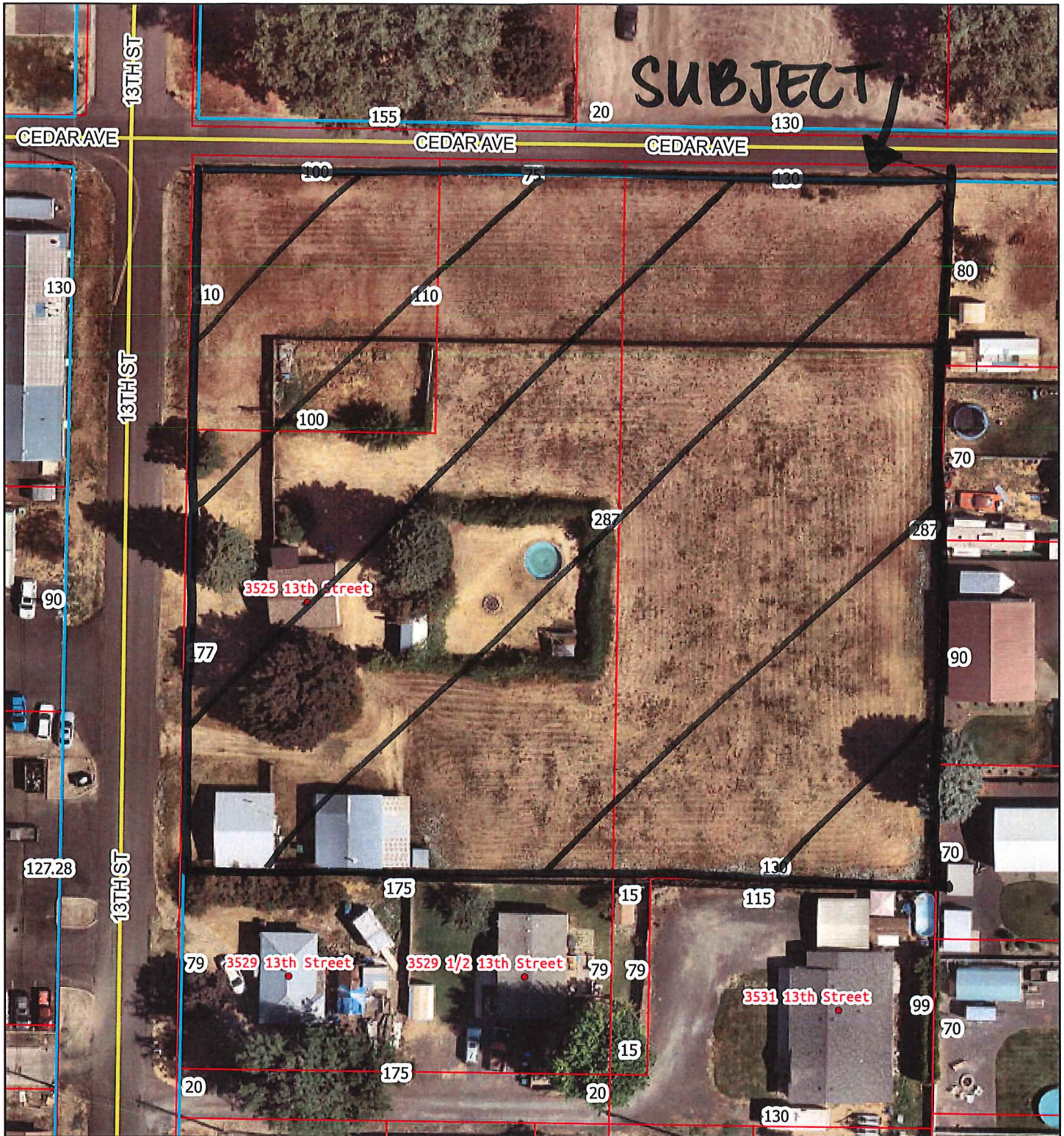
FOR ZNC **xx-xxxxxx**

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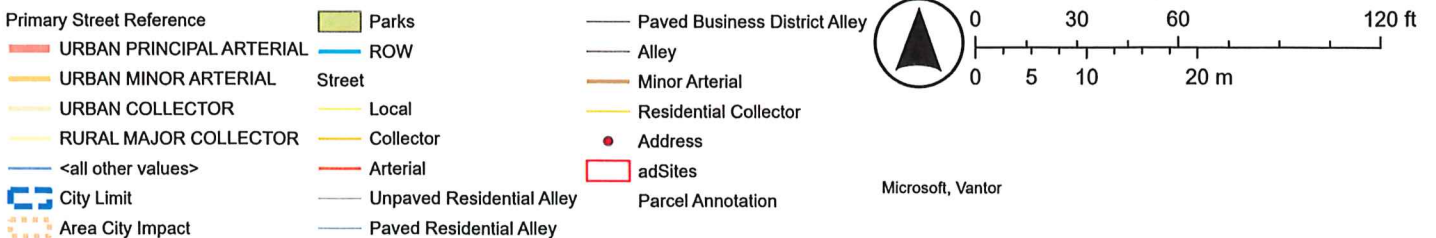
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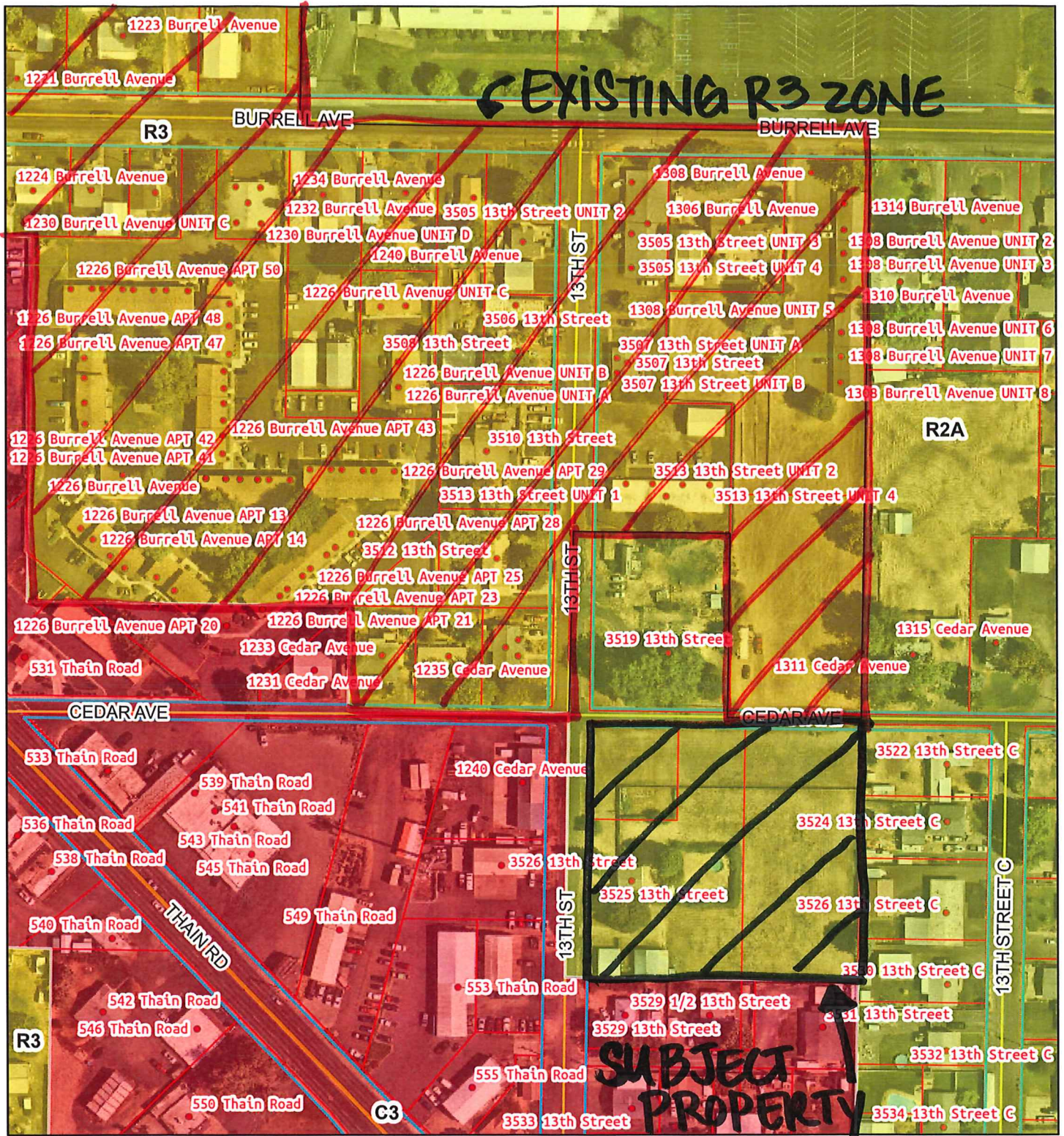
Date of Signature: _____

ATTEST: _____
Tanya Brocke, Community Development Specialist



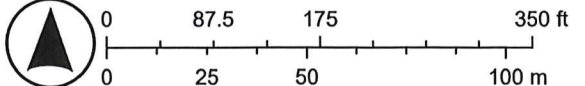
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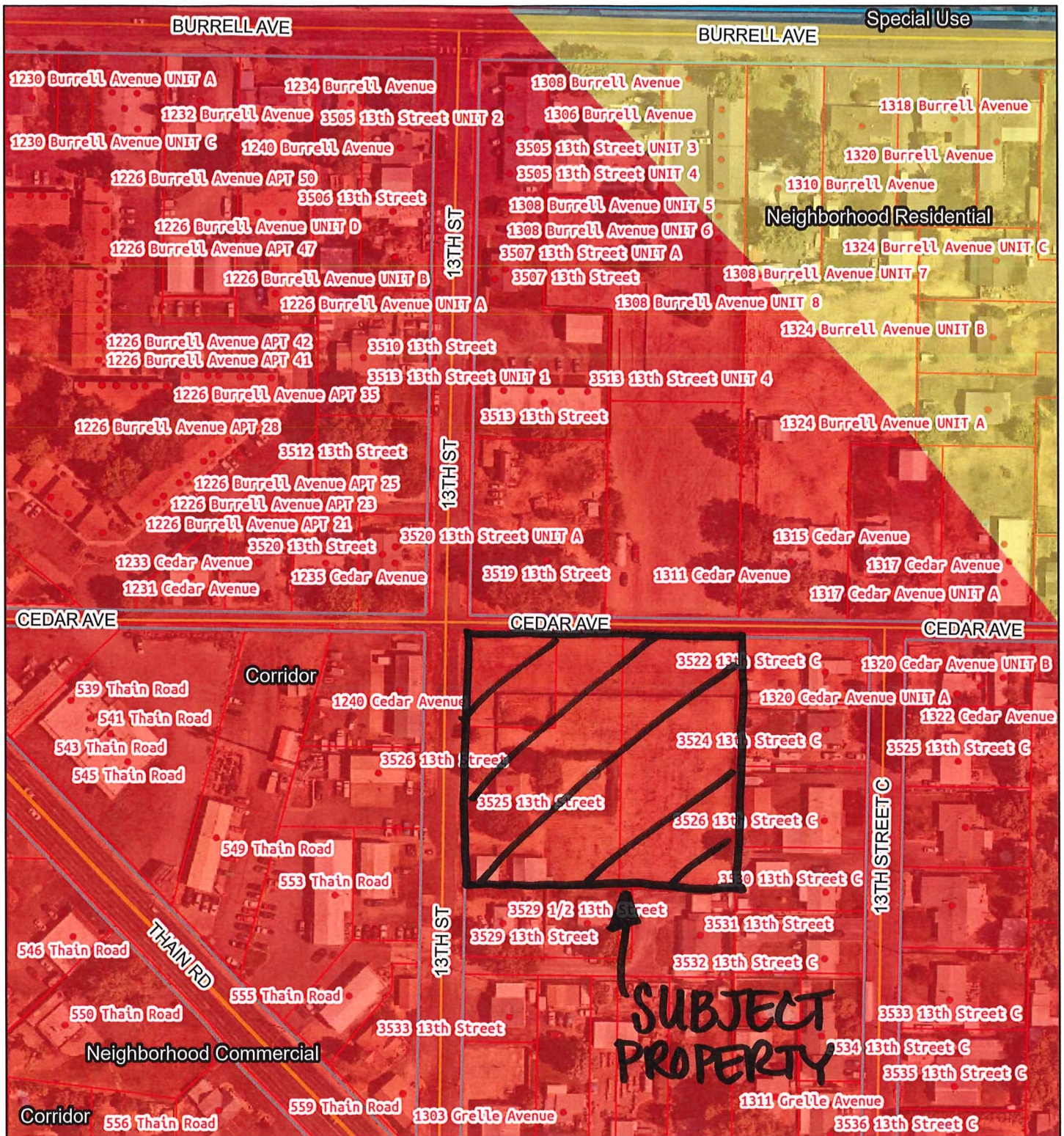
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Primary Street Reference		Zoning	
URBAN PRINCIPAL ARTERIAL	AIA - AIRPORT OUTER CRITICAL	M1 - LIGHT INDUSTRIAL	
URBAN MINOR ARTERIAL	AIA - AIRPORT LATERAL SAFETY	M2 - HEAVY INDUSTRIAL	
URBAN COLLECTOR	AIA - AIRPORT TRAFFIC PATTERN	A - AIRPORT	
RURAL MAJOR COLLECTOR	PD - PLANNED UNIT DEVELOPMENT	P - PORT	
<all other values>	F2 - AGRICULTURAL TRANSITION	BASPA - BRYDEN AVE SPECIAL PLANNING AREA A	
City Limit	R1 - SUBURBAN RESIDENTIAL	BASPA - BRYDEN AVE SPECIAL PLANNING AREA B	
Area City Impact	R2 - LOW DENSITY RESIDENTIAL	FIB - FORM & IMPACT BASED	
Parks	R2A - LOW DENSITY RESIDENTIAL (LIVESTOCK)	MXD-NL - N LEWISTON MIXED USE DEVELOPMENT	
	R3 - MEDIUM DENSITY RESIDENTIAL	NHN - ZONE NHNZA = NORMAL HILL NORTH ZONE	
	R4 - HIGHER DENSITY RESIDENTIAL	NHN - ZONE NHNZB = NORMAL HILL NORTH ZONE	
	C1 - LOCAL COMMERCIAL	NHNU - ZONE NHNU = NORMAL HILL MIXED USE	
	C2 - TOURIST COMMERCIAL	NHS - ZONE NHSZ = NORMAL HILL SOUTH ZONE	
	C3 - COMMUNITY COMMERCIAL	OZ - OVERLAY ZONE	
	C4 - GENERAL COMMERCIAL	null	
	C5 - CENTRAL COMMERCIAL	Other	
	C6 - REGIONAL COMMERCIAL	ROW	



Microsoft, Vantor

FUTURE LANDUSE City of Lewiston ZNC-26-2



7/14/2026, 11:09:15 AM

**CITY OF LEWISTON PLANNING AND ZONING COMMISSION
REASONED STATEMENT OF RELEVANT CRITERIA AND
STANDARDS FOR GRANTING OR DENIAL OF
ZONING DISTRICT BOUNDARY CHANGE/REZONE**

This document shall serve as memorialization of the rationale for the granting or denial of a zoning district boundary change/rezone, which shall be based upon relevant criteria and standards, including the Lewiston Comprehensive Plan, Lewiston City Code, and Idaho Code. See I.C. § 67-6535.

I. APPLICATION NUMBER:

ZNC26-2

II. APPLICANT'S NAME AND ADDRESS:

Jessica & Kyle Bean
514 Thain Road
Lewiston, ID 83501

III. PROPERTY OWNER'S NAME AND ADDRESS:

JK Bean, LLC
c/o Jessica Bean, Manager
2319 Grelle Avenue
Lewiston, ID 83501

IV. IDENTIFICATION AND/OR LOCATION OF SUBJECT PROPERTY:

3525 13th Street
Lewiston, ID 83501

IV. DATE OF PUBLIC HEARING:

July 22, 2026

V. NAME OF HEARING BODY:

Lewiston Planning and Zoning Commission

VI. NATURE OF APPLICATION:

Rezone subject property from Low Density Residential, R-2A, Zone to Medium Density Residential, R-3, Zone.

VII. DECISION:

The Lewiston Planning and Zoning Commission recommends **APPROVAL** of ZNC26-2 to the Lewiston City Council.

Instrument # 931309

NEZ PERCE COUNTY

8-21-2026 09:38:18 AM No. of Pages: 9

Recorded for : CITY OF LEWISTON

PATTY WEEKS

Fee: 0.00

Ex-Officio Recorder Deputy

Index to: MISC

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS
FOR ZNC26-2

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VIII. RELEVANT CONTESTED FACTS RELIED UPON:

The relevant contested facts relied upon are:

Public testimony was received that indicated that the proposed rezoning of the subject property to allow multi-family development would be too intense a use for this area and create unreasonable traffic congestion on the already narrow Cedar Avenue. Assistant Planner Katie Hollingshead provided testimony that based on the existing zoning designation, 18 dwelling units, both single-family and accessory dwelling units, could be built with no additional approval from the Planning and Zoning Commission. Of these potential units, there could be at least 6 new driveway approaches that could be installed with a subdivision as-is. The anticipated use of the subject property, as described by the applicant, would actually reduce the number of new driveway approaches installed on Cedar Avenue (Applicant intends to have driveways on 13th Street) and potentially improve possible congestion that is created based on the number of installed driveways alone.

IX. RELEVANT CRITERIA AND STANDARDS:

The following relevant criteria, standards, facts, and considerations are hereby declared as reasons for the decision on this zoning district boundary change/rezone:

1. The proposed rezone is in general conformance with the Lewiston Comprehensive Plan. Applicable commentary:

The subject property is a 2.01 acre lot that contains a single-family dwelling and some accessory buildings. Much of the property is vacant land. The applicant is requesting a zone change from the existing Low Density Residential, R-2A, Zone to Medium Density Residential, R-3, Zone so that they may develop the subject property as multi-family housing as permitted by right in the R-3 zone. The subject property is located across the street (Cedar Avenue) from other lands zoned R-3 that contain multifamily dwellings. The surrounding neighborhood is a mix of both larger scale multi-family (to the northwest at 1226 Burrell Avenue) and several smaller scale multi-family units to the north and east. The subject property is also located across the street from lands zoned Community Commercial, C-3, Zone, with several commercial businesses operating along Thain Road and connecting to 13th Street.

The subject property is located at the corner of 13th Street and Cedar Avenue. Both 13th Street and Cedar Avenue are designated as local roads at this location. 13th Street is a one-way street between Grelle Avenue and Cedar Avenue with only north bound traffic allowed. The subject property is located one block south of the intersection of 13th Street and Burrell Avenue. Burrell Avenue is a collector street. There is a transit bus stop at the Nez Perce County Fairgrounds, also located at 13th Street and Burrell Avenue. The subject property is also located one block north of the intersection of 13th Street, Grelle Avenue and Thain Road. Grelle Avenue is designated as a collector street and Thain Road is designated as an

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS
FOR ZNC26-2

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arterial street.

The subject property is located in the Neighborhood Commercial Future Land Use Designation, which calls for both lower intensity commercial uses and multi-family residential uses. The subject property's location on local roads, behind the commercial corridor and the Thain Road arterial, make it appropriate for the Medium Density Residential, R-3, Zone and the associated multi-family uses allowed by right in that zone.

Neighborhood Commercial areas provide low-mid intensity commercial services primarily for surrounding residents. More intense and larger scale businesses should be located at intersections of collectors and arterial roadways and should be less intense. These areas may also provide a transition from more intense commercial or industrial uses to less intense and smaller scale residential areas.

Suggested Residential Density Range is 8+ dwelling units per acre with the following essential considerations.

- Location: Commercial uses remain along street frontage. Residential uses are located above or behind commercial uses when present.
- Intensity: Provides transition in intensity from adjacent uses/zones and provides an appropriate transition in building use, type, and scale from surrounding uses.
- Access: Located on a collector or arterial roadway with adequate access for the proposed use.
- Infrastructure: The existing or planned infrastructure is adequate to meet the needs of the proposed use.
- Compatibility: The presence of residential would not possibly hinder future commercial uses adjacent commercial areas. The proposed location is not within the proximity of industrial uses in areas identified for additional industrial uses in the future land use map.

Residential attached and Residential Multi-Unit are both listed as supporting uses in the Neighborhood Commercial Future Land Use Designation.

- LU.1 Accommodate future development and redevelopment
- LU.1.1 Optimize zoning alignments. Align incompatible zoning and land uses and development regulation with the Future Land Use Map to establish consistent and compatible growth patterns.
- LU.1.1.1 Conduct a comprehensive review of the Land Use Code to identify and modify zoning regulations that do not align with the desired development outlined in the future land use map and land use categories.
- LU.1.3 Balance land uses. Establish land use patterns that accommodates various land uses in proportion to the needs of the community.
- LU.1.3.2 Evaluate the zoning code to enable compatible uses in more locations to minimize the distance between residents and needed services.
- LU.2 Provide housing choices throughout Lewiston
- LU.2.1 Diversity possible housing options. Ensure that a variety of types, scale and density-appropriate housing can be constructed throughout Lewiston, promoting neighborhoods that cater to residents of all incomes, ages, family structures and cultures.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS
FOR ZNC26-2

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- LU.2.2 Allow for density by ensuring compatibility. Build additional housing types in a scale appropriate way that fits into existing neighborhoods.
- ED.2.3 Improve housing affordability for lower-income households. Housing is a critical element in the attraction and long term retention of employees, and is needed at all levels of income but is mostly in demand at lower price points.
- ED.2.3.2 Attract an increased variety of housing types to accommodate new workers.
- H.1 Increase housing quality and production
- H.1.1 Improve quality of and access to affordable housing. Implement related existing plans and identify solutions for housing access.
- H.1.3 Evaluate regulation for barriers to housing. Assess and amend subdivision and zoning regulations to change factors that limit the ability to build new housing where appropriate.
- H.1.3.2 Encourage more housing through support of conditional use permit and planned unit development applications for needed housing types, evaluating and updating zoning code to allow for more needed housing types, and incentives like density bonuses to facilitate more housing units.
- H.1.3.3 Study and act to overcome barriers to housing development for housing types that are not currently being built (e.g. multifamily and missing-middle housing). Barriers may include parking requirements, state restrictions on uses of funding, environmental review, developer infrastructure investments, permitting timelines, land availability, lack of land zoned for these housing types, lack of zoning code use by right allowance for these housing types, and others.
- H.2 Diversity housing options
- H.2.1 Raise community awareness and interest for missing middle housing types. Educate developers and residents and the benefits of a diverse range of housing.
- H.2.2 Reduce barriers to missing middle housing typologies. Study and reduce or eliminate barriers to allow for additional housing typologies that are not currently being built.
- H.2.2.1 Evaluate existing land use regulations for areas where additional missing middle housing could be accommodated and update as needed. Consider incentives such as reduced permitting fees for these housing types.
- H.3.2.1 Identify areas within walking distance of existing or planned transit services and direct resources to encourage missing-middle and denser housing types in those locations.
- H.3.2.2 Evaluate infrastructure for areas with existing excess capacity and target additional housing resources in those locations.
- H.3.2 Maximize efficient housing development. Encourage denser housing types in areas with infrastructure capacity and transit access.
- H.3.2.1 Identify areas within walking distance of existing or planned transit services and direct resources to encourage missing-middle and denser housing types in those locations.
- H.3.2.2 Evaluate infrastructure for areas with existing excess capacity and target additional housing resources in those locations.

The subject property is located in a neighborhood that has been identified by the Comprehensive Plan Work Plan Committee (a subcommittee of the Planning and Zoning

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS
FOR ZNC26-2

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Commission) as being appropriate for upzoning and the rezone of the subject property would continue an existing segment of R-3 zoned property further south and would help to create that desired buffer zone between the existing commercial zone to the west and the single family dwelling to the east.

Commissioner Harris pointed out that most of the properties around the subject property are zoned R-3, other than a small subset of R-2A properties to the east. He noted that the Comprehensive Plan's Future Land Use Map pushes towards higher density development or commercial development. He further stated that "this is a prime example of a property that should be rezoned."

The Commission unanimously agreed that the proposed rezone is in general conformance with the Comprehensive Plan.

2. The subject property is at least as well suited or is better suited for the proposed zoning district than the existing zoning district. Applicable commentary:

The subject property is a 2.01 acre lot that contains a single-family dwelling and some accessory buildings. A majority of the property is vacant land. The applicant is requesting a zone change from the existing Low Density Residential, R-2A, Zone to Medium Density Residential, R-3, Zone so that they may develop multi-family housing as permitted by right in the R-3 zone. The subject property is located across the street (Cedar Avenue) from other lands zoned R-3 that contain multi-family dwellings. The surrounding neighborhood is a mix of both larger scale multi-family (to the northwest at 1226 Burrell Ave) and several smaller scale multi-family units to the north and east. The subject property is also located across the street from lands zoned Community Commercial, C-3, Zone, with several commercial businesses operating along Thain Road and connecting to 13th Street.

The subject property is located in the Neighborhood Commercial Future Land Use Designation which calls for both lower intensity commercial uses and multi-family residential uses. The subject property's location on local roads, behind the commercial corridor and Thain Road arterial, make it appropriate for the Medium Density Residential, R-3, Zone and the associated multifamily uses allowed by right in that zone.

The Commission heard testimony from Assistant Planner Hollingshead and reviewed Geographical Information System maps that demonstrated that the subject property was across the street from other lands zoned Medium Density Residential, R-3, zone and that the surrounding neighborhood is a mix of both larger scale multi-family and several smaller scale multi-family units in addition to single-family dwellings. This contradicts the public comments that this is a "single-family neighborhood" as the mapping systems showed many non-single-family dwellings in the immediate area.

The subject property is located in a neighborhood that has been identified by the Comprehensive Plan Work Plan Committee (a subcommittee of the Planning and Zoning Commission) as being appropriate for upzoning and the rezone of the subject property would

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS
FOR ZNC26-2

Page 5 of 9

continue an existing segment of R-3 zoned property further south and would help to create that desired buffer zone between the existing commercial zone to the west and the single family dwelling to the east.

The Commission noted that while there is a parcel of land that will remain R-2A and create an island, the approval of this rezone is consistent with the Comprehensive Plan and the City's future development plans for lands in this particular area abutting the Thain Road corridor. Commissioner Ball noted that other vacant lands in the area are also being developed. The Commission therefore concluded that increasing the density for the subject property by allowing a higher zoning designation is appropriate based on the information above.

3. The proposed rezone **does not** present foreseen, immitigable impacts of incompatible uses or development being located in the same vicinity. Applicable commentary:

The subject property is an approximately 2.01 acre parcel at the intersection of 13th Street and Cedar Avenue that contains a single-family dwelling and two accessory buildings. Properties to the north are a mix of multi-family dwellings and single-family dwellings, with the Nez Perce County Fairgrounds on block to the north at the intersection of 13th Street and Burrell Avenue. Properties to the north are zoned both R-3 and R-2A. Properties to the west, across 13th Street, are commercial in nature with those properties being zoned Community Commercial, C-3, Zone. Properties to the immediate south are single family dwellings but are zoned Community Commercial, C-3, Zone. Properties to the east are a mix of duplexes, triplexes and single-family dwellings and are zoned Low Density Residential, R-2A, Zone.

The subject property is located across the street (Cedar Avenue) from other lands zoned R-3 that contain multifamily dwellings. The surrounding neighborhood is a mix of both larger scale multi-family (to the northwest at 1226 Burrell Ave) and several smaller scale multi-family units to the north and east. The subject property is also located across the street from lands zoned Community Commercial, C-3, Zone, with several commercial businesses operating along Thain Road and connecting to 13th Street.

The Commission heard testimony from Assistant Planner Hollingshead and reviewed Geographical Information System maps that demonstrated that the subject property was across the street from other lands zoned Medium Density Residential, R-3, zone and that the surrounding neighborhood is a mix of both larger scale multi-family and several smaller scale multi-family units in addition to single-family dwellings. This contradicts the public comments that this is a "single-family neighborhood" as the mapping systems showed many non-single-family dwellings in the immediate area.

The subject property is located in a neighborhood that has been identified by the Comprehensive Plan Work Plan Committee (a subcommittee of the Planning and Zoning Commission) as being appropriate for upzoning and the rezone of the subject property would continue an existing segment of R3 zoned property further south and would help to create

that desired buffer zone between the existing commercial zone to the west and the single family dwelling to the east.

The Commission focused its discussion on how there are numerous other multi-family dwellings in the vicinity of the subject property, and with it abutting a commercial zone, it is foreseeable that the subject property could serve as a buffer between the commercial corridor and the lower density residential zones remaining in the area. Ultimately, the Commission found that it would not present unforeseen immitigable impacts, and that it would be in more conformity with the neighborhood if developed as proposed.

4. The effects of the proposed rezone **are not** anticipated to place undue burden upon delivery of services provided by any political subdivision within the planning jurisdiction, including school districts. Applicable commentary:

Political subdivisions were notified of the proposed rezone for the subject property. However, the political subdivisions that received notice of the proposed rezone did not provide comment in opposition to the application or indicate capacity-related issues for the services they provide. City departments provided no comments. The Lewiston Orchards Irrigation District (LOID) commented that they had met with the applicant and should be able to serve the proposed unit increase with a zone change from a maximum of 18 to 55 units. LOID stated that it was their understanding, after meeting with the applicants, that they hope to develop a modular home park similar to the one off of 15th Street and Airway Avenue. If the applicant moves forward with that plan, and depending on density, then LOID should be able to serve the development from the existing mainlines in 13th Street to the west of the subject property.

The Commission also heard testimony from Assistant Planner Hollingshead, in response to written testimony from a neighbor regarding the capacity of the neighborhood school, Orchards Elementary School, to accommodate additional students. Assistant Planner Hollingshead stated that the Lewiston Independent School District (LISD) had completed a redistricting for each of the seven elementary schools within its district and that Assistant Planner Hollingshead had been a participant on that committee. Assistant Planner Hollingshead stated that LISD had already considered growth in the east Orchards neighborhoods and had redistributed students, based on geographical location, so that the three "downtown" schools took on more students and the four "orchards" schools had more open class space to accommodate an influx of students due to residential development. Commissioner Ball also pointed out that if developed as proposed (55 and over community), there would not likely be children who would be attending elementary school due to this development.

The Commissioners also noted that the lack of opposition to the application from political subdivisions indicated that they did not object to the proposed zoning of the subject property and that infill development, such as this, was an efficient use of existing public utilities in the area. They further noted that any necessary service-related issues would be addressed through established development procedures at the appropriate stages of development with both the service providers and the City of Lewiston.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS
FOR ZNC26-2

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5. The size, type, intensity, and density of development expected to occur on the subject property as a result of this rezoning **is** suitable for the area and **will not** unduly burden the neighborhood, public infrastructure, or environmental resources. Applicable commentary:

The Commission received written testimony from neighbors citing that the proposed rezone from “single-family residential to multi-family residential” would strain the water system, sanitary services, Orchards Elementary School and further narrow roadway width of Cedar Avenue. However, the political subdivisions that received notice of the proposed rezone did not provide comment in opposition to the application or indicate such issues with the capacity of the services they provide.

Notably, the Commission received written testimony from LOID who is the water purveyor of the subject property, stated they had met with the applicant and should be able to serve the proposed unit increase with a zone change from a maximum of 18 to 55 units. LOID stated that it was their understanding, after meeting with the applicants, that they hope to develop a modular home park similar to the one off of 15th and Airway Avenue. If the applicant moves forward with that development plan and depending on final density, then LOID should be able to serve the development from the existing mainlines in 13th Street to the west of the subject property.

The Commission also heard testimony from City Attorney, Jennifer Tengono, that public testimony alone is not a factual finding and the Commission should concentrate on the relevant criteria. A majority of the public comment did not take into account the effects that development that could occur under the existing zoning designation would have over the proposed development under the proposed zoning designation, and were more generally against *any* development of the subject property.

The Commission heard testimony from Assistant Planner Hollingshead and reviewed Geographical Information System maps that demonstrated that the subject property was across the street from other lands zoned Medium Density Residential, R-3, zone and that the surrounding neighborhood is a mix of both larger scale multi-family and several smaller scale multi-family units in addition to single-family dwellings. This contradicts the public comments that this is a “single-family neighborhood” as the mapping systems showed many non-single-family dwellings in the immediate area.

Assistant Planner Hollingshead also provided a demonstration of how the subject property could be subdivided under the current Low Density Residential, R-2A, zoning, which could create nine lots, each that could have two dwelling units on it. This hypothetical subdivision could create up to six driveway entrances onto Cedar Avenue and would require no additional approval from the Planning and Zoning Commission.

The Commission agreed that based on all of the testimony received, the proposed rezone is suitable for the area and will not unduly burden the neighborhood anymore than a

subdivision creating nine lots (and up to 18 dwelling units) under the current Low Density Residential, R-2A, zoning would.

6. The proposed rezone is in conformance with Idaho Code § 67-6537, Use of Surface and Ground Water. Applicable commentary:

No testimony was received regarding the use of surface or ground water from political subdivisions that received notice, the public or the applicant. As a result, the Commission determined that there was no credible information to indicate that the proposed rezone of the subject property would not be in conformance with Idaho Code § 67-6537.

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

Pursuant to Idaho Code § 67-6519(5)(c), if the decision on this application is to deny it and the applicant **could** take actions to obtain approval, such actions might include: Not Applicable.

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

By: _____

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

Printed: _____

Gabriel Jacoboni

Date of Signature: _____

8/12/26

ATTEST: _____

Dawn Ortiz, Community Development Office Supervisor

Commissioner Harris stated there is a gate on the side by the apartment complex and wanted to know if it was welded shut or just the chain.

Applicant representative stated that it is chained and locked on the pasture side. In regard to air quality, the applicant does have asthma and does not seem to have any problems with the horse or pasture, possibly with the hay though. Chair Iacoboni asked if this area has always been R2A.

Staff Hollingshead stated that since 1969 it has been an R2A.

Chair Iacoboni closed the public hearing.

After deliberation and discussion, Commissioner Ball and Chair Iacoboni moved and seconded, respectively, to direct staff to draft reasoned statement approving CUP-26-4 with the conditions that the CUP-26-4 is only for this horse, obtain the 2nd signature of the owner, and approve the waiver of standards for minimum livestock area. The motion passed 4-0.

**C. PUBLIC HEARING AND SUBSEQUENT DELIBERATION AND
DIRECTION TO STAFF REGARDING THE REASONED STATEMENT FOR
ZONE CHANGE APPLICATION ZNC-26-2 BY JESSICA AND KYLE
BEAN(ACTION ITEM):**

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

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

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

Applicant Kyle Bean stated that they would like to make this a manufactured home park. He believes coming off 13th Street for the egress is the best option.

Chair Iacoboni asked how many units they plan to set.

Applicant Bean stated that as many as possible following the regulations.

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

Nuri Nimmer with Hodge & Associates. He speaks in favor of the zone change. Recommend approval as it meets the Comprehensive Plan. The property is better suited for R3 as it sits between the commercial corridor to the south and residential to the north.

Staff Ortiz confirmed that all Commissioners present received the three emails sent out previously this week.

Staff Ortiz read three additional emails. See Appendix A.

Staff Hollingshead stated that last year the Lewiston School District did a rezone for the elementary schools. It is a very extensive process, and consideration of where children live was taken into consideration so there is not overcrowding. The Lewiston School District is provided notice of these hearings.

Staff Tengono stated the Idaho Supreme Court, as you may or may not be aware, has recently had a slew of land use cases come before it. These cases have been decided based primarily on the adequacy or inadequacy of the public agency's reasoned statement, and the information that is being relied upon by the governing body, and whether that information supports a factual finding. She stated that the Commission should rely on the public record and emphasized that public comment alone is typically not sufficient to establish a fact, unless the Commission is able to tie the public comment to something presented during the public hearing and the specific relevant criteria and standards. Right now, the question is, is the proposed zone appropriate for the location? And traditional guidance says that if it meets the comp plan, if it meets city code, and if there is sufficient information to demonstrate that it is otherwise in compliance with local and state laws, then the Commission shall approve the application. She noted that if public testimony is concerned about safety, traffic, or other concerns, they should also present documentation or other information that supports their testimony. However, if a public utility is unable to provide a service, it will state so.

Chair Iacoboni asked the applicant for their rebuttal, and they did not feel the need to. Chair Iacoboni closed the public hearing.

After deliberation and discussion, Commissioner Ball and Chair Iacoboni moved and seconded, respectively, to direct staff to draft a reasoned statement approving ZNC-26-2. The motion passed 4-0.

IV. STAFF-COMMISSION COMMUNICATIONS:

A. Query of Commissioners for the August 12, 2026, meeting.

Appendix A



Planning and Zoning 13th and Cedar Ave

1 message

RICK L WILKINS <rwilkins1564@msn.com>

Tue, Jul 21, 2026 at 9:44 PM

To: "sgrow@cityoflewiston.org" <sgrow@cityoflewiston.org>, "dortiz@cityoflewiston.org" <dortiz@cityoflewiston.org>

Dear Lewiston Planning and Zoning Commission

I am writing to express my opposition to the proposed rezoning of this neighborhood from single-family residential to multi-family residential. While I understand the need for housing, I have serious concerns about safety, increased traffic on already narrow roads, and the impact on families and children who live, walk, and play here. I am concerned the current infrastructure may not support additional residential density, including strain on the water system, sanitary services, drainage, and possible effects on property taxes. I also ask the City to consider whether Orchards Elementary and nearby schools have the capacity for additional students, and how rezoning could affect classroom space, safety, and resources. Finally, I ask the commission to consider the neighborhood's character, parking, noise levels, and overall quality of life for those who chose to live in this single-family community. Thank you for your time and consideration.

Sincerely,

Rick and Janell Wilkins

Sent from my Verizon, Samsung Galaxy smartphone
Get Outlook for Android



Planning and Zoning on 13th and Cedar Ave property

1 message

Celeste Weinmann <celestemweinmann@yahoo.com>

Tue, Jul 21, 2026 at 3:06 PM

Reply-To: Celeste Weinmann <celestemweinmann@yahoo.com>

To: "sgrow@cityoflewiston.org" <sgrow@cityoflewiston.org>, "Dortiz@cityoflewiston.org" <Dortiz@cityoflewiston.org>

To whom this may concern,

I have lived on this street since 1996. I have raised my kids and now have my grandkids here often.

I recently saw the posting, barely noticeable, along the fence. I assumed it was about road work.

This street is too narrow for accommodating the flow of traffic as it is.

Not to mention almost getting hit multiple times a week by people pulling out without looking from the Burrel Street Station apartments and the bar. Navigating our street can somedays be a bit much.

Please consider this when making your decision in this matter.

Sincerely,

Celeste Weinmann

Yahoo Mail: Search, Organize, Conquer



Zoning change proposal for 3525 13th Street Lewiston ID Comment/Testimony

1 message

James Parkin <jwparkin4@gmail.com>

Mon, Jul 20, 2026 at 9:32 PM

To: "dortiz@cityoflewiston.org" <dortiz@cityoflewiston.org>

Dawn Ortiz,

Please submit the following to comment to the Planning and Zoning Commission and relevant city staff for the July 22 meeting. The meeting purpose is to change 2535 13th Street from R2A Zone to an R3 zone.

To whom it may concern:

My name is James Parkin. I am the owner of 1311 Cedar Ave. Lewiston ID. My property is very close to 3525 13th Street and anything constructed on that property will be in view of my property. Changes to the zoning of that property will undoubtedly affect the value of my property. Its proximity to my property will essentially change the zoning for me. At this time the property next to mine is cleared for I don't know what. Will the owner of that property be asking for a rezoning? Will there be condos or apartments being built all around my property? Since this rezoning has a great potential to reduce the value of my property and change the makeup of my neighborhood, I respectfully request that the rezoning for 2535 13th Street be denied.

Thank you

James William Parkin IV
Owner of 1311 Cedar Ave

August 12, 2026

The LEWISTON PLANNING AND ZONING COMMISSION met in the Community Development Department Second Floor Conference Room at 215 "D" Street. Chair Iacoboni called the meeting to order at 5:33 p.m.

I. CALL TO ORDER

COMMISSIONERS PRESENT: Gabriel Iacoboni, Chair; Emily Wolf, Vice Chair; Cynthia Ball; Shaunita Cable;

COMMISSIONERS EXCUSED: Kyle Harris; Zach Battles;

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

II. CITIZENS COMMENTS

None

III. ACTIVE AGENDA

A. APPROVAL OF JULY 22, 2026 MEETING MINUTES (ACTION ITEM)

Commissioners Ball and Cable moved and seconded, respectively, approval of the July 22, 2026, as written. The motion carried 4-0.

B. APPROVAL OF THE REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS APPROVING CONDITIONAL USE PERMIT APPLICATION CUP-26-4 BY DUSTIN TRAN (ACTION ITEM):

Commissioner Ball and Chair Iacoboni moved and seconded, respectively, to approve the Reasoned Statement for CUP-26-4 as written. The motion carried 4-0.

C. APPROVAL OF THE REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS APPROVING ZONE CODE CHANGE APPLICATION ZNC-26-2 BY JESSICA AND KYLE BEAN (ACTION ITEM):

Chair Iacoboni and Commissioner Wolf moved and seconded, respectively, to approve the Reasoned Statement for ZNC-26-2 as written. The motion carried 4-0.

D. PUBLIC HEARING AND RECOMMENDATION TO CITY COUNCIL ON ZONING CODE AMENDMENT ZA-02-26, LANDSCAPING (ACTION ITEM)

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

ZNC-26-2

A request by Jessica & Kyle Bean to rezone a 2.01 acre parcel of land from Low Density Residential, R2A, Zone to Medium Density Residential, R3, Zone.

Subject property is an approximately 2.01 acre parcel located at the intersection of 13th Street and Cedar Ave. It currently contains a single family dwelling and two (2) accessory buildings.



7/14/2026, 11:10:41 AM

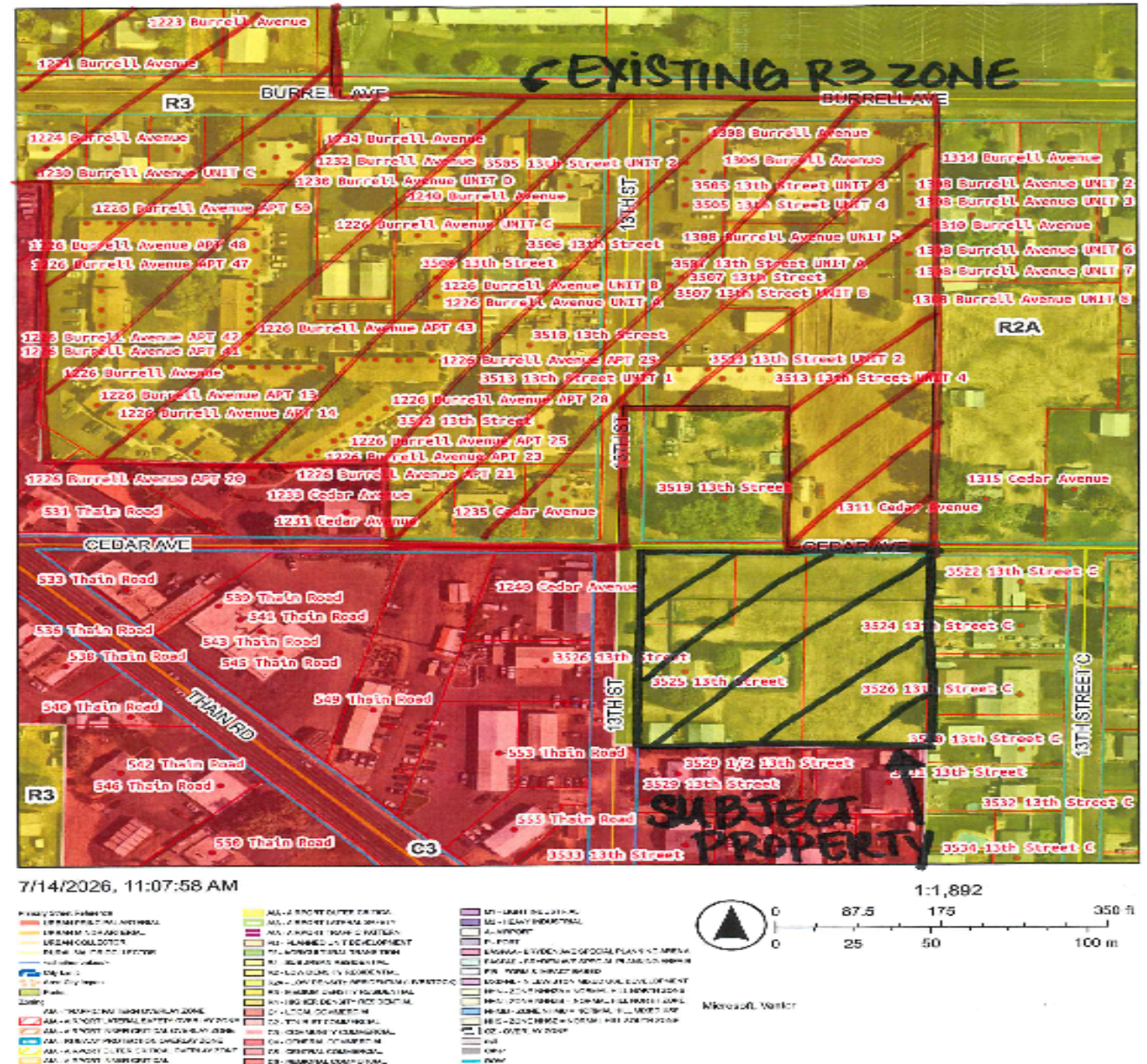


The surrounding neighborhood is a mix of Medium Density Residential, R3, Low Density Residential, R2A and Community Commercial, C3 zones.

The existing R3 zone goes from Burrell Avenue south to Cedar Avenue, with the exception of 3519 13th Street.

There is a mix of both small and large multifamily dwellings, duplex dwellings and single family dwellings.

To the west are commercial businesses.



Parcels with the black hatch marks contain some sort of multifamily dwelling. Either more than one detached single family dwelling on the same lot, duplexes, triplexes, 4-plexes and the large multifamily apartment complex at 1226 Burrell Avenue, Wester Village Apartments.

=EXISTING MULTI-FAMILY DWELLINGS City of Lewiston



7/22/2026, 2:11:58 PM

Primary Street Reference

URBAN PRINCIPAL ARTERIAL
URBAN MINOR ARTERIAL
URBAN COLLECTOR
RURAL MAJOR COLLECTOR
<all other values>

City Limit
Area City Impact
Parks
ROW
Street
Local

Collector
Arterial
Unpaved Residential Alley
Paved Residential Alley
Paved Business District Alley
Alley

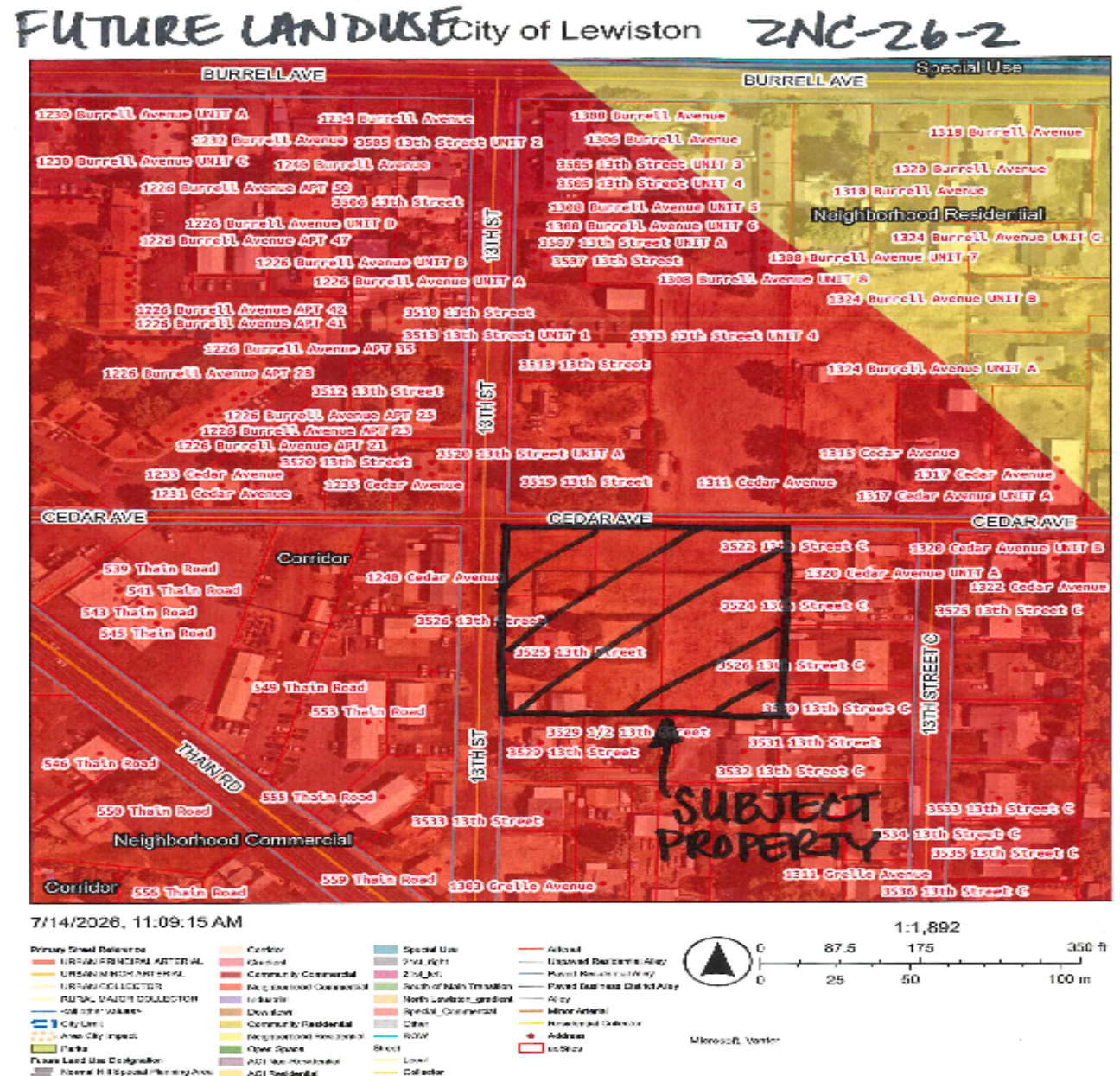
Minor Arterial
Residential Collector
adSites

1:2,000

0 137.5 275 550 ft
0 40 80 160 m



Neighborhood Commercial areas call from lower intensity commercial uses and multifamily residential uses.



Subject property, at the intersection of 13th Street and Cedar Ave. The portion of 13th Street between Grelle Avenue and Cedar Avenue is one way, with only northbound traffic allowed. Both 13th Street and Cedar Ave are designated as local roads at this location.



Looking south down 13th Street from the intersection of 13th Street and Cedar Avenue.

The subject property is located 1 block south of the intersection of 13th and Burrell. Burrell Avenue is a collector street. There is a transit stop at the Nez Perce County Fairgrounds, also at 13th St and Burrell Ave.



Subject property has a single family dwelling (in the middle of the 13th Street frontage) and two accessory buildings (on the south end of the 13th Street frontage) on it.



Standing at the northeast corner of the lot along Cedar Ave.

Cedar Ave is a 20 foot right of way and does not have any curb, gutter or sidewalk installed.

13th Street is a 50 foot right of way with a 20 foot paved driving surface and also does not have any curb, gutter or sidewalk installed.



Looking east down
Cedar, neighboring
property at 3522 13th St
C is on the right.



Looking east down
Cedar on the north side
of the street



Undeveloped property on the north side of Cedar Ave between 3519 13th Street and 1311 Cedar Ave. This property goes from Cedar to Burrell and currently has an 8 units on it.



The west side of 13th Street is zoned commercial and contains an auto detail shop, Perfection Tire and a taxidermy shop.

The intersection of Cedar Avenue and Thain Road also houses Welenco Stove Store, KC's Burgers and The Tap Room Bar.



Rear of Perfection
Tire, exiting onto 13th
Street.



Rear of Perfection
Tire, exiting onto 13th
Street.



Looking south from
the corner of the
subject property to
the intersection of
13th Street, Grelle
Avenue and Thain
Road.

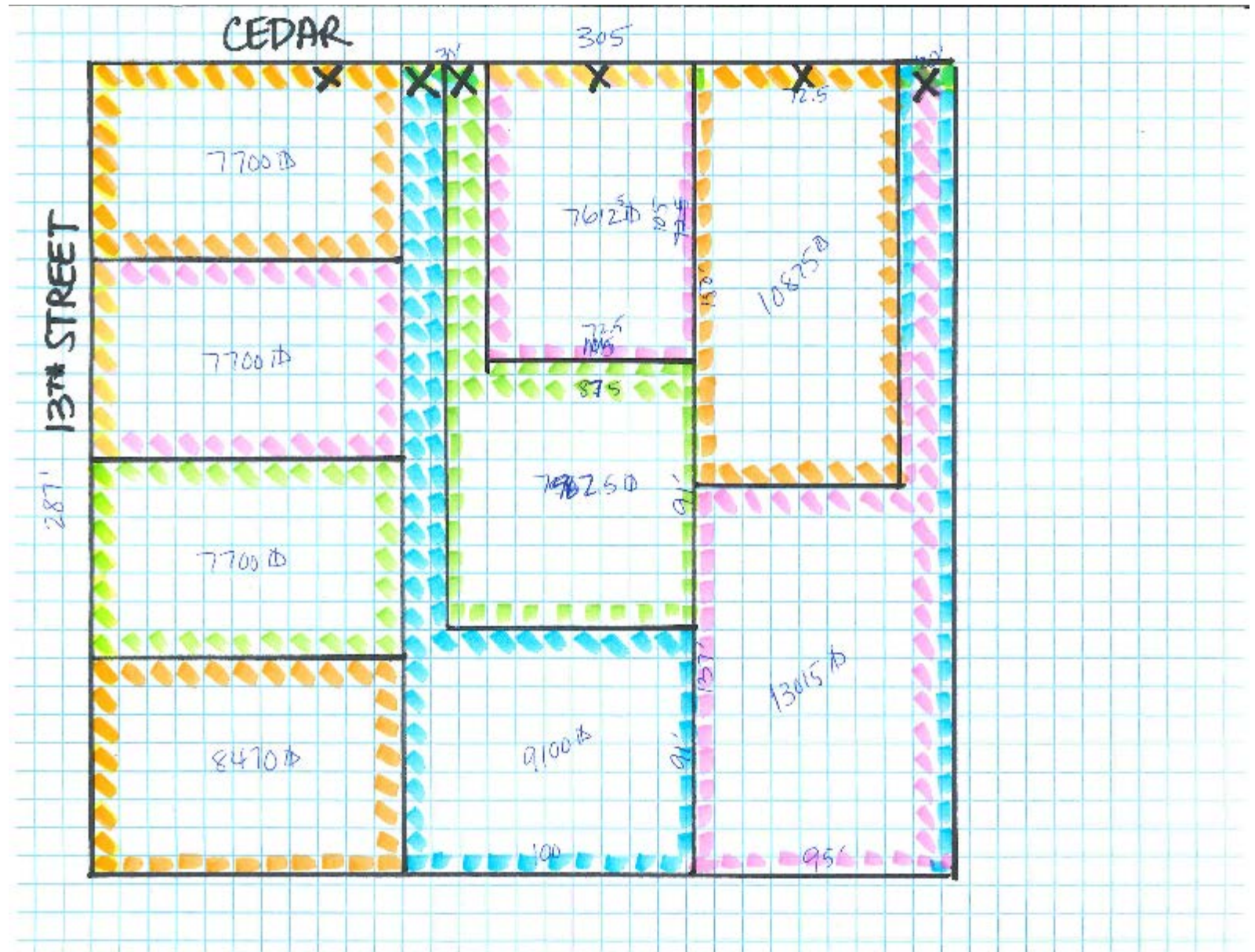


Looking west down
Cedar Avenue.



This is a ROUGH layout of how the subject property could be subdivided under the current R2A zoning. Potentially, 18 dwelling units (both single family dwellings and accessory dwelling units) could be built with no additional approvals from the Planning & Zoning Commission.

The black “x” shows the number of driveway approaches that could be installed with a subdivision for single family dwellings.





Fwd: Planning and Zoning 13th and Cedar Ave property

Shannon Grow <sgrow@cityoflewiston.org>
To: Tanya Brocke <tbrocke@cityoflewiston.org>
Cc: Dawn Ortiz <dortiz@cityoflewiston.org>

Fri, Aug 14, 2026 at 8:38 AM

Hi Tanya,
This is for ZNC26-2 which will be before the Council on 9/14/26.
Thanks!
Shannon

----- Forwarded message -----

From: **Celeste Weinmann** <pinky64@msn.com>
Date: Thu, Aug 13, 2026 at 5:06 PM
Subject: Planning and Zoning 13th and Cedar Ave property
To: <sgrow@cityoflewiston.org>, <dortiz@cityoflewiston.org>

To whom this may concern,
I have lived on this street since 1996. I have raised my kids and now have my grandkids here often.
I recently saw the posting, barely noticeable, along the fence. I assumed it was about road work.
This street is too narrow for accommodating the flow of traffic as it is.
Not to mention almost getting hit multiple times a week by people pulling out without looking from the Burrel Street Station
apartments and the bar. Navigating our street can somedays be a bit much.
Please consider this when making your decision in this matter.

Sincerely,
Celeste Weinmann

--

Shannon Grow
Community Development Director
City of Lewiston
208.746.1318 ext.7268
[215 D Street, Lewiston, ID 83501](mailto:sgrow@cityoflewiston.org)
sgrow@cityoflewiston.org
www.cityoflewiston.org



CITY COUNCIL MEETING AGENDA ITEM SUMMARY

ITEM TITLE FIRST READING OF ORDINANCE 4976	AGENDA NO. V. B. AGENDA DATE: September 14, 2026
ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.) Ordinance 4976 implements the Council's decision in ZNC-26-2, rezoning the approximately 2.01 acres of real property, located at 3525 13th Street, from Low Density Residential, R2A, Zone to Medium Density Residential, R3, Zone.	
BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources) None	
ACTION PROPOSED Approve Ordinance 4976.	

CITY ORDINANCE NO. 4976

AN ORDINANCE OF THE CITY OF LEWISTON IMPLEMENTING THE CITY COUNCIL'S DECISION IN ZNC26-2, DECLARING THAT CERTAIN REAL PROPERTY BE REMOVED FROM THE LOW DENSITY RESIDENTIAL (R-2A) ZONE TO THE MEDIUM DENSITY RESIDENTIAL (R-3) ZONE; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF LEWISTON; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the real property described in Section 1 is within the Low Density Residential (R-2A) Zone, and consists of an approximately 2.01-acre parcel of land generally located at the southeast corner of 13th Street and Cedar Avenue intersection.

WHEREAS, on July 22, 2026, the Lewiston Planning and Zoning Commission held a duly noticed public hearing to consider ZNC26-2, an application to rezone the above-described real property to the Medium Density Residential (R-3) Zone, and recommended approval of ZNC26-2 to the Lewiston City Council on August 12, 2026; and

WHEREAS, on September 14, 2026, the Lewiston City Council held a duly noticed public hearing to consider ZNC26-2, and subsequently completed a written Reasoned Statement, all in accordance with Idaho Code §§ 67-6509, 67-6511 and 67-6535.

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

SECTION 1: The real property described in Exhibit A, attached hereto and incorporated herein, is hereby removed from the Low Density Residential (R-2A) Zone, and included in the Medium Density Residential (R-3) Zone, as defined by the Zoning Ordinance of the City of Lewiston, Idaho.

SECTION 2: The Zoning Map of the City of Lewiston is hereby amended to remove said real property described above from the Low Density Residential (R-2A) Zone and include said real property in the Medium Density Residential (R-3) Zone.

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

PASSED this _____ day of _____, 2026.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

Tanya M. Brocke, City Clerk

Exhibit A
Legal Description of Rezoned Property

All of the following property in the County of Nez Perce, State of Idaho:

That part of Lot 5 of Block 48 of Lewiston Orchards Tract No. 3, Nez Perce County, Idaho, more particularly described as follows, to-wit:

Start from the monument at the intersection of the centerlines of 13th Street and alley running East and West through Block 48, proceed South $0^{\circ}04'$ East along the centerline of 13th Street for 297 feet; thence North $89^{\circ}40'$ East for 330 feet to the East line of Lot 5, Block 48; thence North $0^{\circ}04'$ West along said lot line for 297 feet to the centerline of alley; thence South $89^{\circ}40'$ West along said centerline for 330 feet to the centerline of 13th Street to the Point of Beginning.



CITY COUNCIL MEETING AGENDA ITEM SUMMARY

ITEM TITLE PUBLIC HEARING FOR PLANNED UNIT DEVELOPMENT APPLICATION PUD-26-1	AGENDA NO. V. C. AGENDA DATE: September 14, 2026
ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.) PUD-26-1 is a Planned Unit Development amendment request by Rick Keane of Millenium Trust LLC. This Planned Unit Development amendment proposes an amendment to the Fairview Terrace Planned Unit Development to change the zoning designation for the 2.65 acre parcel, Darby Subdivision Block 2, also known as RPL04050020000, from single family residential (similar to the Low Density Residential, R2, Zone) to Higher Density Residential, R4, Zone to allow for the development of a higher density residential community consisting of three (3) residential buildings with 48 dwelling units. The Planning and Zoning Commission held a public hearing on this application on June 10, 2026, and after hearing extensive public testimony against the application, drafted a reasoned statement of relevant criteria and standards recommending denial to the City Council.	
BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources) None.	
ACTION PROPOSED Council may; 1. Utilize the reasoned statement of relevant criteria and standards drafted by the Planning and Zoning Commission and deny PUD26-1. 2. Draft their own reasoned statement of relevant criteria and standards and deny PUD26-1. 3. Draft their own reasoned statement of relevant criteria and standards and approve PUD26-1.	

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Lewiston City Council will conduct a public hearing at which you may provide testimony. This public hearing will be held at a meeting which may have additional public hearings on the agenda.

MONDAY, SEPTEMBER 14, 2026 at 6:00 P.M.

**LEWISTON CITY LIBRARY
2ND FLOOR MEETING ROOM,
411 D STREET LEWISTON, ID 83501**

Submission of Written Comments: To ensure that written comments can be forwarded to the City Council and relevant staff prior to the hearing, please submit comments no later than **5:00 p.m. on Sunday, September 13, 2026**. Written comments can be submitted by:

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

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

The purpose of the hearing is to consider the following request:

**PUBLIC HEARING AND SUBSEQUENT DELIBERATION AND DIRECTION TO STAFF
REGARDING THE REASONED STATEMENT FOR FAIRVIEW TERRACE PLANNED
UNIT DEVELOPMENT AMENDMENT BY MILLENNIUM TRUST, LLC (ACTION ITEM):**

The applicant requests amendment to the Fairview Terrace PUD to change the zoning designation for the 2.65 acre parcel, Darby Village Subdivision Block 2, also known as RPL 04050020000, from single family residential (similar to Low Density Residential, R2, Zone) to Higher Density Residential, R4, Zone to allow for the development of a higher density residential community consisting of three (3) residential buildings with 48 dwelling units. The Lewiston Planning and Zoning Commission conducted a public hearing on this matter on June 10, 2026 and recommended that it be denied by City Council.

Any and all citizens of the City of Lewiston that will be affected by this proposed vacation are invited to attend the hearing and provide oral or written testimony. A complete description of the request is on file and available for public review. **Persons receiving this notice are encouraged to provide testimony/comment.**

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

Notice of this public hearing was mailed on August 31, 2026 and 42 persons were noticed.

**PUD-26-1
MAILING LIST**

OWNER1	OWNER2	ADDRESS	CITY	STATE	ZIP
HOUSTON PROFESSIONAL PLAZA LLC		1630 23RD AVE STE 101	LEWISTON	ID	83501
BIZJAK EDWARD R JR &	BIZJAK VIKI	1640 25TH AVE	LEWISTON	ID	83501
STONE CHRISTOPHER S &	STONE LISA T	1606 25TH AVE	LEWISTON	ID	83501
23RD AVE SERIES OF	ASPEN INVESTING LLC	1392 TURF FARM WAY STE 1-222	PAYSON	UT	84651
NASH LIVING TRUST	c/o NASH STEVEN C &	PO BOX 911	ASOTIN	WA	99402
ELLY SINGS THE BLUES LLC		515 CRESTLINE CIRCLE CT	LEWISTON	ID	83501
MILLER PAUL A &	MILLER LAURIE M	1115 18TH ST	LEWISTON	ID	83501
PHILLIPS RENALDO &	PHILLIPS MICHELLE	1537 24TH AVE	LEWISTON	ID	83501
SACHS DONALD CHRISTIAN JR		2520 17TH ST	LEWISTON	ID	83501
NEELY DAVID JAMES &	BACHTOLD TINA MARIE	1536 24TH AVE	LEWISTON	ID	83501
OZERAN STEVEN E &	OZERAN STEPHANIE N	1406 WOODSIDE DR	FIRCREST	WA	98466
LEWISTON CENTER PARTNERSHIP		PO BOX 2288	COEUR D'ALENE	ID	83816
WILLIAMS CORINNA SUPP NEEDS TR		1533 24TH AVE	LEWISTON	ID	83501
THOMASON MICHAEL D &	THOMASON TINA M	1609 25TH AVE	LEWISTON	ID	83501
MOOD DOUGLAS K &	MOOD MARION A	1639 25TH AVE	LEWISTON	ID	83501
CORREIA BRENDA		6617 W JUDY AVE	VISALIA	CA	93277
LAUTENSCHLAGER DEAN M &	LAUTENSCHLAGER LAURA L	1605 25TH AVE	LEWISTON	ID	83501
KELLY PATRICK M &	KELLY DEBBIE M	1535 24TH AVE	LEWISTON	ID	83501
ALLEN RICHARD M &	ALLEN SHERI L	566 CRESTLINE CIRCLE DR	LEWISTON	ID	83501
DOUGHTY NICHOLAS &	DOUGHTY JENNIFER	1531 24TH AVE	LEWISTON	ID	83501
KNUDSON JAMIE W &	KNUDSON REBECCA G	1618 25TH AVE	LEWISTON	ID	83501
THOMAS STEVEN W &	THOMAS JEANA M	1638 25TH AVE	LEWISTON	ID	83501
BOLDMAN JAMES &	BOLDMAN DENISE	1533 VINEYARD DR	LEWISTON	ID	83501
POE ASPHALT PAVING INC		PO BOX 449	LEWISTON	ID	83501
BOLLAND TYLER &	BOLLAND LYNDSEY	1318 BIRCH AVE	LEWISTON	ID	83501
MILLENNIUM TRUST L L C		35309 POWELL RD	LEWISTON	ID	83501
JAMES DOUGLAS A &	JAMES KIM A	1621 25TH AVE	LEWISTON	ID	83501
FERGUSON GARY W &	FERGUSON JUDITH A REV TRUST	1534 24TH AVE	LEWISTON	ID	83501
WILLOWS ADAM &	WILLOWS STEVI	1636 25TH AVE	LEWISTON	ID	83501
REGENCE BLUESHIELD OF ID INC		10 INVERNESS DR E STE 250	ENGLEWOOD	CO	80112
BRAMLET ALICIA D		2575 34TH ST	OCALA	FL	34471
ZEHRUNG 2011 TRUST	ZEHRUNG BRENT J &	1804 WALLEN RD	TROY	ID	83871
KILFOYLE JERRY P &	KILFOYLE LYNDEE	36 BEDROCK CIR	SANTA CLARA	UT	84765
LRP L L C		1630 23RD AVE STE 101A	LEWISTON	ID	83501
KOPCZYNSKI LARRY J		2501 17TH ST	LEWISTON	ID	83501
LEWISTON ORCHARDS SEWER DISTRICT		PO BOX 1122	LEWISTON	ID	83501
LEWISTON INDEPENDENT SCHOOL DISTRICT		3317 12TH ST	LEWISTON	ID	83501
CENTRAL ORCHARDS SEWER DISTRICT		1522 POWERS AVE	LEWISTON	ID	83501
LEWISTON-NEZ PERCE COUNTY	AIRPORT AUTHORITY BOARD	406 BURRELL AVE	LEWISTON	ID	83501
PORT OF LEWISTON COMMISSIONERS		1626 6TH AVE N	LEWISTON	ID	83501
NEZ PERCE COUNTY COMMISSIONERS		PO BOX 896	LEWISTON	ID	83501
WATER DISTRIBUTION OFFICE		2505 16TH AVE	LEWISTON	ID	83501

7 POLITICAL ENTITIES
35 PROPERTY OWNERS
42 TOTAL NOTIFIED

* Duplicates removed

**STAFF USE ONLY**

Case Number: _____

Hearing Date: _____

APPLICATION FOR ZONE CHANGE

By submitting this application to the City of Lewiston you are entering a quasi-judicial process. As such, you must not discuss the application with any member of the Lewiston Planning and Zoning Commission, or the Lewiston City Council, outside of the public hearing at which this matter will be heard.

APPLICANT INFORMATION

Full Name: Millennium Trust, LLC Contact: Jadon Mader 208-816-9220 Date: May 11, 2026
Last First M.I.

Address: 35309 Powell Road
Street Address Apartment/Unit #
Lewiston, Idaho 83501
City State ZIP Code

Phone: 208-305-9435 208-816-9220 Email rick@artesianfusion.com

Property Owner: Millennium Trust, LLC Phone: 208-305-9435

Property Owner Mailing Address: _____

DESCRIPTION OF PROPERTY

Street Address of Subject Property: 25th Av - 22nd Ave & 17th street

Subdivision Name: Darby Village -II

Block: Block Two Lot: 2.693 acres + or -

OR, if not part of a subdivision, attach a metes and bounds description

NATURE OF REQUEST

Change **FROM** Zone District: R-2 **TO** Zone District: R-4

The Planning and Zoning Commission shall evaluate a requested amendment to a zoning district to determine the nature and extent of the requested change. If it is an accord with the adopted comprehensive plan, the commission may recommend and the council may adopt or reject the requested change. The commission may request documentation of land use impacts, both existing and proposed, through studies, presentations, or other documents, and may require said documentation to be stamped and signed by professionals deemed qualified by the commission.

NOTE: This application is not an application for development. The applicant shall not submit, nor will the city accept for the purpose of processing this application, any potential, intended, or conceptual development plans. Nor shall the applicant describe or otherwise represent or disclose any potential, intended, or conceptual development plans in the submittal of this application. Potential, intended, or conceptual development plans are not a criteria or factor for the hearing body in its consideration of this application and may unduly influence the consideration of this application.

Please provide **WRITTEN** responses to the following questions:

1. What is the Comprehensive Plan Designation of the property and of the adjoining properties? Describe how the requested zoning classification conforms to the adopted Comprehensive Plan map and text.

Please see attached information

2. Describe how the subject land is at least as well suited or is better suited for the proposed zoning district than the existing zoning district.

Please see attached information

3. Describe how the proposed rezone does not present foreseen, immitigable impacts of incompatible uses or development being located in the same vicinity.

Please see attached information

4. Describe how the effects of the proposed rezone are not anticipated to place undue burden upon delivery of services provided by any political subdivision (i.e. taxing entity) within the planning jurisdiction, including school districts.

Please see attached information

5. Describe how the size, type, intensity and density of development expected to occur on the subject property as a result of this rezoning is suitable for the area and will not unduly burden the neighborhood, public infrastructure or environmental resources.

Please see attached information

6. If the subject property is located within a designated historic district, describe how the requested zone change will not be in conflict with the intents and purposes of Lewiston City Code Chapter 19.5, Historic Districts (A Certificate of Appropriateness from the Lewiston HPC is required).

N/A

APPLICANT'S CERTIFICATION

The applicant(s) hereby certifies that the information contained in this application is true and correct to the best of my/our knowledge.

Signature: Richard Keane Date: May 11, 2026

The Property Owner hereby authorizes this application:

Signature: Richard Keane Date: May 11, 2026

**** INCOMPLETE APPLICATIONS CANNOT BE ACCEPTED ****

APPLICATION PROCESS

1. The applicant submits the completed application to the Community Development Department requesting the Zone change. The representative of the Department reviews the application for completeness prior to further processing.

ALL MATERIALS INCLUDED IN THE APPLICATION MUST BE PROVIDED AT THIS TIME. INCOMPLETE APPLICATIONS CANNOT BE ACCEPTED.

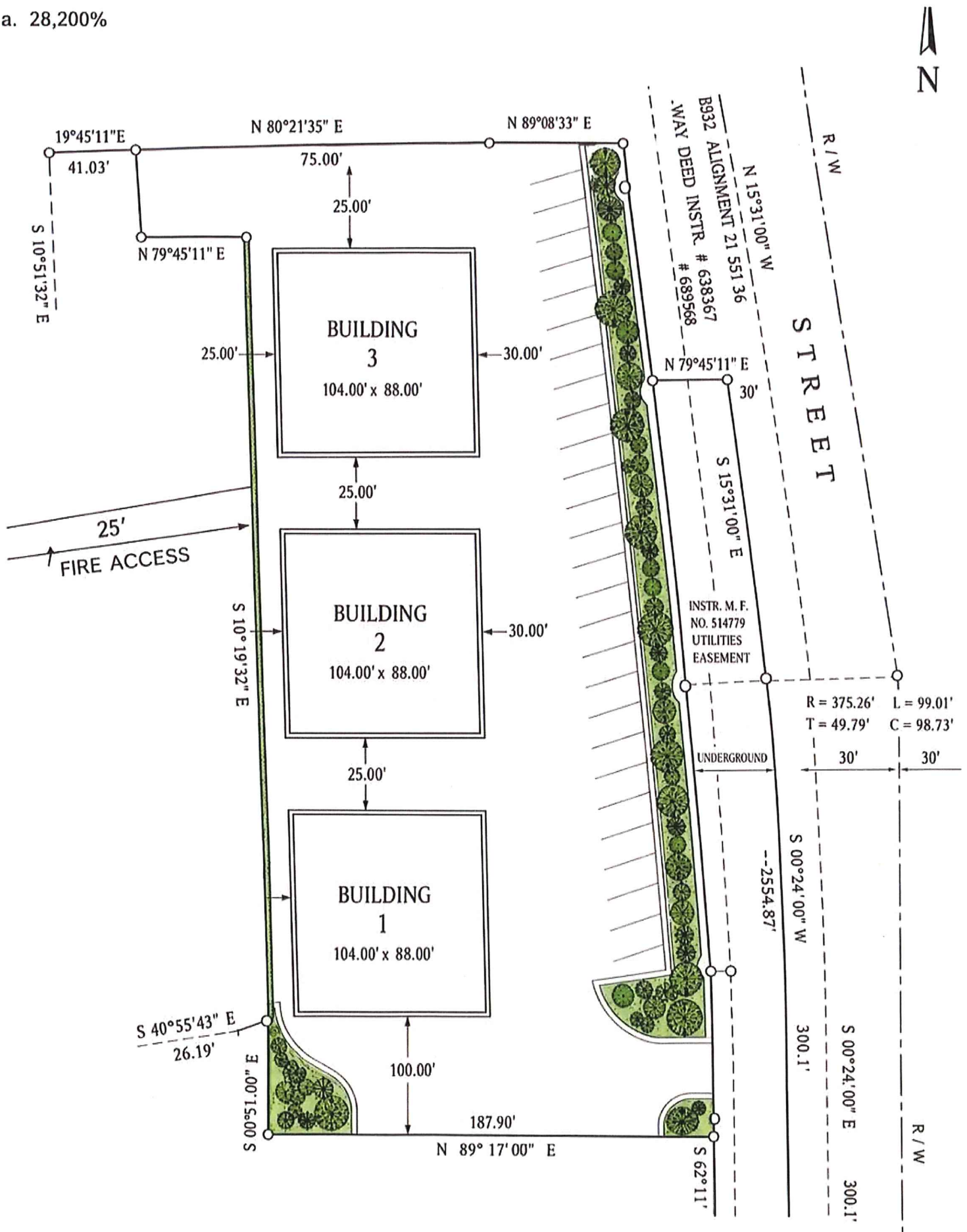
PLEASE NOTE: By submitting this application to the City of Lewiston, you are entering a quasi-judicial process. As such, you must not discuss the application with any member of the Lewiston Planning and Zoning Commission and/or the Lewiston City Council outside of the public hearing at which this matter will be heard.

2. The Community Development Department sets the public hearing date for the application according to the public hearing schedule. The Planning and Zoning Commission holds public hearings on the second and fourth Wednesday of each month. The Commission will make a recommendation on a zone change application to the City Council, who will also conduct a public hearing on the matter and render the decision. The City Council holds public hearings on the second and fourth Monday of each month. **Completed applications must be submitted at least four weeks prior to the public hearing date.** You will be notified of the hearing date when you submit your application.
3. The Community Development Department notifies all residents within 300 feet of the property for which you are requesting the Zone Change. This notifies them of the nature of your application, the date of the public hearing, and solicits comments from them.
4. The Community Development Department solicits comments from public agencies and City Departments so a recommendation can be made.
5. After all comments have been received, the Community Development Department prepares a staff report and recommendation for the Planning and Zoning Commission. You will receive a copy of this report and recommendation in advance of the meeting.
6. The Planning and Zoning Commission holds a public hearing on the request. The applicant is invited to speak as well as others who wish to provide testimony, whether in support or in opposition, to the request. **IT IS STRONGLY RECOMMENDED THAT YOU BE IN ATTENDANCE AT THIS MEETING.**
7. The Planning and Zoning Commission will make a recommendation to the City Council. This recommendation is forwarded to the City Mayor for submittal to the City Council.
8. The City Council sets a public hearing date, generally several weeks away to allow sufficient time for legal notice. The property owners who received notice for the Planning and Zoning public hearing will again receive notice of the City Council public hearing.
9. The City Council holds a public hearing on the request. If the City Council approves the PUD Amendment request. The City Attorney prepares an ordinance for the Council.
10. At subsequent public meetings, the City Council holds the first, second, and third readings of the Ordinance. Following the third reading and adoption of the Ordinance, the Ordinance is published in the newspaper, after which the PUD Amendment becomes final.

APPLICANT'S CHECKLIST

- ☒ Completed and signed application with supporting documents;
- ☒ Filing fee payable to the City of Lewiston;
- ☒ A correct legal description of the property;
- ☒ A site plan (11" x 17" or 8 ½" x 11") to scale

a. 28,200%





INTRODUCTION

Millennium Development Group, LLC respectfully submits this Planned Unit Development (PUD) Amendment request for approximately 2.65 acres located within the existing PUD originally approved by the City of Lewiston in or around the year 2000–2001.

This request seeks approval to amend the current R2 residential designation within the PUD to an R4 residential designation in order to allow the development of a higher-density residential community consisting of:

- Three (3) residential buildings
- Forty-eight (48) dwelling units
- Four-story buildings approximately 49 feet in height
- Subterranean parking facilities
- Associated landscaping, site improvements, utilities, and open space amenities

This proposal represents the final major segment of the original approximately 17-acre master-planned development area.

HISTORY OF THE PROPERTY AND ORIGINAL PUD

It is important to note that this property was originally zoned R4 prior to the creation of the existing Planned Unit Development. In approximately 2000, Millennium Development Group, LLC initiated the PUD process in order to create a flexible long-term development plan for the larger 17-acre property. At that time, the future development potential and market conditions for various portions of the property were uncertain.

As part of the original PUD approval process, the company voluntarily modified portions of the original R4 zoning and established varying land use designations throughout the PUD, including residential, light commercial, and mixed-use areas. Certain portions of the property were down-designated to R2 residential classifications with the intent of preserving future flexibility while infrastructure and surrounding development patterns matured over time.

More than twenty-five years later, the community's housing needs, development patterns, and infrastructure capabilities have evolved substantially. The proposed amendment reflects the natural progression and completion of the original vision for the property while responding to current housing demand and comprehensive planning objectives within the City of Lewiston.



INFRASTRUCTURE IMPROVEMENTS AND PUBLIC BENEFITS

Millennium Development Group, LLC has made substantial private investments into public infrastructure benefiting not only this development but also the greater surrounding area of Lewiston.

At the sole expense of the developer, significant utility infrastructure was constructed in an area where such services previously did not exist, including:

- Approximately 1,800 lineal feet of new water lines
- Approximately 1,800 lineal feet of new sewer lines
- Installation of sewer manholes and associated utility infrastructure
- Extension and expansion of critical public utility services into the upper portion of Lewiston

Additionally, the developer allowed for the installation and stubbing of a municipal water line connection into 17th Street, thereby enabling the City of Lewiston to connect to the newer water infrastructure located along Nez Perce Grade Road. This connection opportunity supports the City's long-term utility planning objectives and contributes to the interlooping and redundancy of the municipal water system as contemplated within utility planning studies previously prepared or commissioned by the City of Lewiston.

These infrastructure investments have significantly enhanced the serviceability, reliability, and future growth potential of the surrounding area and represent a meaningful public benefit created through private development efforts.

17TH STREET RIGHT-OF-WAY MATTER

Millennium Development Group, LLC also wishes to acknowledge an existing issue involving a portion of 17th Street, which currently traverses the company's privately owned property. Historically, this roadway segment was constructed and has remained located on property owned by Millennium Development Group, LLC, without formal acquisition proceedings, eminent domain actions, or completed right-of-way dedication processes.

For approximately twenty-six years, the company has continued paying property taxes on the affected area while allowing uninterrupted public use of the roadway. The company desires to work cooperatively and amicably with the City of Lewiston to resolve and correct this longstanding matter in a mutually beneficial manner.

Millennium Development Group, LLC remains committed to collaborating with City officials in good faith to address any right-of-way adjustments, easements, dedications, or other appropriate mechanisms necessary to formalize and resolve the situation while moving forward constructively with the proposed residential development.



CONCLUSION

Millennium Development Group, LLC respectfully requests approval of this Planned Unit Development amendment to modify the existing R2 designation to R4 for the subject approximately 2.65-acre parcel.

This request is justified and supported by:

- The property's original R4 zoning history
- Substantial private infrastructure investments benefiting the City
- Consistency with the Lewiston Comprehensive Plan
- Existing and planned utility capacity
- The community need for additional multifamily housing opportunities
- The project's compatible density and site design

The proposed amendment represents a logical and appropriate continuation of the original PUD vision established more than two decades ago and will provide meaningful residential and economic benefits to the City of Lewiston.

Millennium Development Group, LLC appreciates the consideration of the Planning and Zoning Commission and the Lewiston City Council and looks forward to continuing to work collaboratively with City staff throughout the review and approval process.

TRAFFIC ANALYSIS AND CIRCULATION

Millennium Development Group, LLC has also undertaken a preliminary traffic analysis addressing projected traffic generation, circulation patterns, and overall traffic impacts associated with the proposed development. The findings of this preliminary traffic review demonstrate that anticipated vehicle trips generated by the project can be adequately accommodated within the existing and planned roadway network serving the area. Considerations involving ingress, egress, internal circulation, and overall traffic flow have been evaluated and incorporated into the development planning process. The preliminary traffic report is included as a supporting exhibit to this application and is submitted herewith for review by City staff, the Planning and Zoning Commission, and the Lewiston City Council.

Respectfully submitted,

Millennium Development Group, LLC



CONSISTENCY WITH THE CITY OF LEWISTON COMPREHENSIVE PLAN

The proposed PUD amendment is fully consistent with the City of Lewiston Comprehensive Plan and future land use designations applicable to the property. The subject property is identified within the City's future land use map as Community Residential, a designation intended to support townhomes, multifamily residential developments, and higher-density residential uses.

The Comprehensive Plan specifically contemplates residential densities of up to eighteen (18) dwelling units per acre within this designation. The proposed development density associated with this PUD amendment is approximately 17.5 dwelling units per acre, which falls within and complies with the Comprehensive Plan's stated density guidelines.

Accordingly, the requested amendment directly aligns with the City's adopted long-range planning policies by:

- Encouraging efficient land use patterns
- Supporting additional housing opportunities
- Promoting appropriately located multifamily development
- Utilizing existing infrastructure investments
- Enhancing residential housing availability within the community

PROJECT DESIGN AND DEVELOPMENT CHARACTER

The proposed development has been thoughtfully designed to provide a high-quality residential environment that integrates modern construction standards, efficient site utilization, and enhanced neighborhood aesthetics.

Key project features include:

- Three architecturally compatible multifamily residential buildings
- Approximately 48 residential units
- Four-story structures with a maximum height of approximately 49 feet
- Subterranean parking to reduce surface parking impacts and improve aesthetics
- Professional landscaping and site improvements
- Internal circulation and utility infrastructure designed to City standards

The development will provide additional housing opportunities in a location already supported by substantial infrastructure capacity and roadway access.



Estimated full-build traffic for 48 condo units

Period	ITE rate used	Estimated trips
Weekday daily, Mon–Fri	4.54 trips/unit/day	~218 vehicle trips/day
Weekday AM peak hour	0.37 trips/unit	~18 trips/hour
Weekday PM peak hour	0.39 trips/unit	~19 trips/hour

Directional split at the single access point

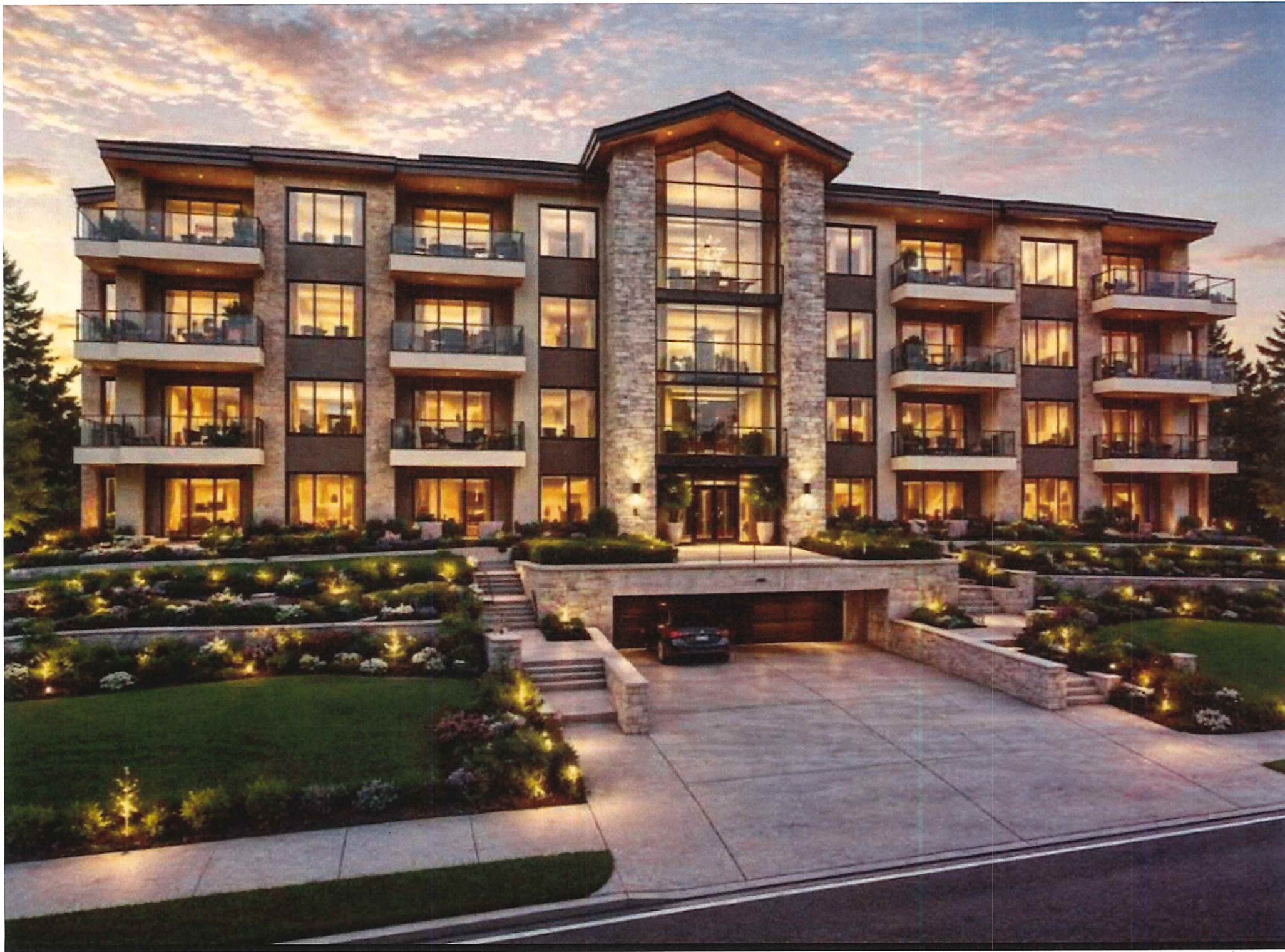
Period	Entering	Exiting	Total
Average weekday daily	~109	~109	~218/day
AM peak hour	~4	~14	~18/hour
PM peak hour	~11	~7	~19/hour

So, at full occupancy, the development would likely add about 220 vehicle trip-ends per weekday to the road. A “trip-end” means one vehicle entering or leaving the site, so one resident leaving in the morning and returning later counts as two daily trip-ends.

For weekends, residential traffic often shifts later in the day and is usually similar or somewhat lower than weekdays. A reasonable planning-level range would be:

Day	Estimated daily trips
Saturday	180–230 trips/day
Sunday	160–210 trips/day

In conclusion this is a relatively modest trip generator. The biggest added load would likely be fewer than 20 vehicles in the busiest hour, all through one driveway. The three-lane street geometry matters for driveway sight distance, turning movements, and safety, but existing road counts and speeds would be needed to determine congestion or whether turn-lane/traffic study thresholds are triggered.





PLANNER'S STAFF REPORT

COMMUNITY DEVELOPMENT DEPARTMENT

Date: 6/3/2026

Case File Number:
PUD-26-1

Applicant:
Millenium Trust, LLC
35309 Powell Road
Lewiston, ID 83501

Property Owner:
Millenium Trust, LLC
35309 Powell Road
Lewiston, ID 83501

Request/Proposal:

The applicant requests amendment to the Fairview Terrace Planned Unit Development to change the zoning designation for the 2.65 acre parcel, Darby Village Subdivision Block 2, also known as RPL04050020000, from single family residential (similar to Low Density Residential, R2, Zone) to Higher Density Residential, R4, Zone to allow for the development of a higher density residential community consisting of three (3) residential buildings with 48 dwelling units.

Subject Property and Surrounding Land Uses:

The subject property is 2.65 acres (115,434 square feet) of vacant land that lays on the west side of 17th Street between 23rd Avenue and 25th Avenue. It is the unplatted portion of the adjacent Darby Village Subdivision to the west side and south side. Houston Plaza Professional Center is adjacent to the north (also within the Fairview Terrace Planned Unit Development). Single family dwellings (both within the Fairview Terrace Planned Unit Development and in the City's Low Density Residential, R2, Zone) are to the west and south. East across 17th Street is vacant land that is zoned Regional Commercial, C6.

PUD-26-1

Related Or Other Pending Discretionary Actions:

None.

Flood Plain, Wetlands, EPA Regulated Site:

NA

Code References:

- **DIVISION 9. - HIGHER DENSITY RESIDENTIAL ZONE R-4**

- **Sec. 37-50. - R-4 higher density residential zone.**

(a) *Purpose.* To accommodate a compatible mixture of higher density residential uses with limited options for scattered, small-scale, low-impact neighborhood service businesses. Such areas are generally in proximity to major community facilities, employers, arterials and commercial development and generally serve as transition or buffer zones between major arterials or more intensively developed areas and residential districts.

(Ord. No. 4108, § 2, 8-15-94; Ord. No. 4249, § 20, 10-25-99; [Ord. No. 4936](#), § 2, 1-27-25)

- **Sec. 37-51. - Uses permitted outright.**

In an R-4 zone the following uses and their accessory uses are permitted outright subject to the provisions of article IV:

- (1) Bed and breakfast facilities, subject to the special conditions of [section 37-13.1\(1\)](#) of this Code;
- (2) Church, subject to the special conditions of [section 37-20.1\(2\)](#) of this Code;
- (3) Class A manufactured home;
- (4) Commercial uses legally established as of December 31, 2004, and which have maintained a valid business license;
- (5) Family day care, subject to the special conditions of [section 37-13.1\(2\)](#) of this Code;
- (6) Group day care, subject to the conditions of [section 37-13.1\(3\)](#) of this Code;
- (7) Intermediate care facility, subject to the special conditions of [section 37-44.1\(1\)](#) of this Code;
- (8) Long-term care facility, subject to the special conditions of [section 37-44.1\(2\)](#) of this Code;
- (9) Manufactured home park, subject to the provisions of [chapter 23](#) of this Code, with a maximum density of eighteen (18) dwelling units per acre;
- (10) Mortuary, subject to the special conditions of [section 37-20.1\(1\)](#) of this Code;
- (11) Multifamily dwelling, meeting the standards of [section 37-124.1](#) of this Code;
- (12) School, subject to the special conditions of [section 37-20.1\(3\)](#) of this Code;
- (13) Preschool, subject to the special conditions of [section 37-20.1\(6\)](#) of this Code;

PUD-26-1

- (14) Single-family dwelling;
 - (15) Small lot development subject to the requirements of [section 37-33](#) of this Code, standards for small lot development;
 - (16) Tiny house village, subject to the provisions of [chapter 23](#) of this Code, with a maximum density of eighteen (18) dwelling units per acre;
 - (17) Two-family dwelling.
- (Ord. No. 4108, § 2, 8-15-94; Ord. No. 4161, § 6, 7-1-96; Ord. No. 4249, § 21, 10-25-99; Ord. No. 4385, § 9, 2-14-05; Ord. No. 4386, § 4, 2-14-05; Ord. No. 4433, § 5, 1-9-06; Ord. No. 4499, § 2, 1-28-08; Ord. No. 4676, § 18, 11-28-16; [Ord. No. 4841](#), § 10, 11-14-22; [Ord. No. 4936](#), § 3, 1-27-25; [Ord. No. 4944](#), § 11, 7-14-25)

- **Sec. 37-52. - Conditional uses permitted.**

In an R-4 zone, the following uses and their accessory uses are permitted when authorized in accordance with the standards and requirements in articles IV and IX:

- (1) Repealed by Ord. No. 4742.
 - (2) Day care center, subject to the special conditions of [section 37-20.1\(5\)](#) of this Code;
 - (3) Dormitory, subject to the special conditions of [section 37-44.1](#) of this Code;
 - (4) Eating and drinking establishment. Qualification for an eating and drinking establishment in the R-4 zones is contingent upon it being small-scale and neighborhood oriented with no drive-thru service;
 - (5) Intensification, or expansion of commercial uses of ten (10) percent of the building area or more which were legally established and licensed for business and occupation;
 - (6) [Reserved;]
 - (7) Personal service uses;
 - (8) Professional offices, except medical, dental, and banking services;
 - (9) Other limited commercial uses that are consistent with the purpose of the R-4 zone and are not detrimental to any of the outright permitted uses or other existing conditional uses or to nearby residential uses;
 - (10) Re-establishment of a commercial use which was legally established but where the business and occupation license has lapsed for a period not to exceed one (1) year;
 - (11) Replacement of a nonconforming residential use not located abutting a principal or minor arterial street, as identified in the Lewiston Comprehensive Transportation Plan, subject to setback and yard requirements of the R-2 zone;
 - (12) Semi-public use, or any use conducted by a private company or nonprofit organization that is substantially the same as or substantially similar to a use normally conducted by a semi-public agency.
- (Ord. No. 4108, § 2, 8-15-94; Ord. No. 4249, § 22, 10-25-99; Ord. No. 4322, § 5, 12-9-02; Ord. No. 4328, § 2, 3-24-03; Ord. No. 4385, § 10, 2-14-05; Ord. No. 4386, § 5, 2-14-05; Ord. No. 4531, § 5, 7-13-09; Ord. No. 4742, § 2J, 8-19-19; Ord. No. 4799, § 8, 3-8-21; [Ord. No. 4936](#), § 4, 1-27-25; [Ord. No. 4944](#), § 12, 7-14-25)

- **Sec. 37-53. - Lot size.**

In an R-4 zone, the minimum lot size shall be as follows:

(1) Lot area shall be a minimum of five thousand (5,000) square feet plus an additional one thousand six hundred (1,600) square feet per dwelling unit over one (1).

(2) Lot width shall be a minimum of fifty (50) feet.

(3) Lot depth shall be a minimum of eighty (80) feet.

(Ord. No. 4108, § 2, 8-15-94; Ord. No. 4499, § 2, 1-28-08; Ord. No. 4531, § 5, 7-13-09; Ord. No. 4676, § 19, 11-28-16)

- **Sec. 37-54. - Yards.**

Except as provided in article VIII, in an R-4 zone minimum yard requirements shall be as follows:

(1) A front yard shall be a minimum of twenty (20) feet or thirty-five (35) feet from the centerline of the street, whichever is greater.

(2) A side yard shall be a minimum of five (5) feet and the total of both side yards shall be a minimum of fifteen (15) feet, except that on corner lots the side yard on the street side shall be a minimum of fifteen (15) feet from the property line or thirty-five (35) feet from the centerline of the street, whichever is greater.

(3) A rear yard shall be a minimum of twenty (20) feet.

(4) Side and rear yards shall be increased by one (1) foot for each foot by which a building exceeds a height of thirty-five (35) feet. A front yard shall be increased by one (1) foot for each two (2) feet by which a building exceeds thirty-five (35) feet.

(5) Two-family dwelling units constructed as a use permitted outright in this zone and constructed so as to share a common or adjoining side wall shall be allowed to legally split into two (2) minimum five thousand (5,000) square foot lots, provided the front and rear setbacks are in compliance with this chapter and the side yard opposite the zero-lot line shall be a minimum of fifteen (15) feet. In no case shall the minimum width of the zero-lot line lot be less than fifty (50) feet nor the depth less than eighty (80) feet.

(Ord. No. 4108, § 2, 8-15-94; Ord. No. 4676, § 20, 11-28-16)

- **Sec. 37-55. - Lot coverage.**

In an R-4 zone, buildings shall not cover more than fifty (50) percent of the lot.

(Ord. No. 4108, § 2, 8-15-94; Ord. No. 4676, § 21, 11-28-16)

- **Sec. 37-56. - Height of buildings.**

In an R-4 zone no building shall exceed a height of fifty (50) feet.

(Ord. No. 4108, § 2, 8-15-94; [Ord. No. 4936](#), § 5, 1-27-25)

- **Sec. 37-57. - Reserved.**

Editor's note— Ord. No. 4216, § 1, adopted August 10, 1998, repealed § 37-57, relative to signs permitted in the R-4 zone, which derived from Ord. No. 4108, § 2, adopted August 15, 1994.

[Sec. 37-49. - Reserved.](#)

Comprehensive Plan:

The subject property is located in the Community Residential designation of the Comprehensive Plan Future Land Use Map.

Community Residential is a mid-to high intensity residential use designation. This provides a wide array of housing options. This designation should be located on or near major roadways to ensure high levels of access and provide a transition of intensity from low-intensity residential areas to more intense commercial areas. Ranging from small lot single family, townhomes, and multifamily.

Lands within the Community Residential designation may include very limited commercial uses (mixed-use, neighborhood corner store, child care facilities, business offices that don't have primarily on-site customer service, institutional uses, etc).

Suggested Residential Density Range

8-18 DU/acre, 18+ DU/acre can be considered with the following essential considerations:

Intensity: Provides transition in intensity from adjacent uses/zones.

Access: Located on a collector or arterial roadway with adequate access for the proposed use.

Infrastructure: The existing or planned infrastructure is adequate to meet the needs of the proposed use.

Compatibility: Provides an appropriate transition in building scale from surrounding uses.

Comprehensive Plan Goals, Objectives, and Actions which appear to have relevance in consideration of application PUD-26-1 include:

LU.1 Accommodate future development and redevelopment.

LU.1.1 Optimize zoning alignments. Align incompatible zoning and land uses and development regulation with the Future Land Use Map to establish consistent and compatible growth patterns.

LU.1.1.1 Conduct a comprehensive review of the Land Use Code to identify and modify zoning regulations that do not align with the desired development outlined in the future land use map and land use categories.

LU.1.3 Balance land uses. Establish land use patterns that accommodates various land uses in proportion to the needs of the community.

LU.1.3.2 Evaluate the zoning code to enable compatible uses in more locations to minimize the distance between residents and needed services.

LU.2 Provide housing choices throughout Lewiston.

LU.2.1 Diversify possible housing options. Ensure that a variety of types, scale and density-appropriate housing can be constructed throughout Lewiston, promoting neighborhoods that cater to residents of all incomes, ages, family structures and cultures.

LU.2.1.2 Educate developers and community members about the benefits of missing housing typologies to gather support for such projects.

LU.2.2 Allow for density by ensuring compatibility. Build additional housing types in a scale appropriate way that fits into existing neighborhoods.

LU.2.2.1 Engage residents on concerns and mitigation strategies for denser infill housing.

TC.2.1.3 Support land use policies that promote mixed use development and density of housing and employment to support alternative modes of transportation.

Manage traffic congestion. Have adequate flow, width, and functionality of roadways.

TC2.3.3 Develop access management standards that provide a balance between access to adjoining land and safe and efficient traffic flows.

TC2.4.1 Create and adopt subdivision connectivity standards for new development to ensure it connects with its surrounding.

TC.3.2 Improve coordination of land use and transportation planning. Match uses and infrastructure for maximum efficiency and compatibility between land uses and the transportation system.

TC3.2.1 Require adequate connectivity of new developments to the existing and future transportation system.

ED.2.3 Improve housing affordability for lower-income households. Housing is a critical element in the attraction and long-term retention of employees, and is needed at all levels of income but is mostly in demand at lower price points.

ED.2.3.1 Implement the recommendations outlined in this Plan's Housing Element to address and improve housing affordability for a skilled workforce.

ED.2.3.2 Attract an increased variety of housing types to accommodate new workers.

H.1 Increase housing quality and production

H1.3 Evaluate regulations for barriers to housing. Assess and amend subdivision and zoning regulations to change factors that limit the ability to build new housing where appropriate.

H1.3.2 Encourage more housing through support of conditional use permit and planned unit development application for needed housing types, evaluating and updating zoning code to allow for more needed housing types, and incentives like density bonuses to facilitate more housing units.

H1.3.3 Study and act to overcome barriers to housing development for housing types that are not currently being built (e.g. multifamily and missing-middle housing). Barriers may include parking requirements, state restrictions on uses of funding, environmental review, developer infrastructure investments, permitting timelines, land availability, lack of land zoned for these housing types, lack of zoning code use by right allowance for these housing types, and others.

H.2 Diversity housing options

H.2.3 Identify infrastructure barriers. Study infrastructure issues that may be limiting the development of Adu's and other denser development types.

H.3.2 Maximize efficient housing development. Encourage denser housing types in areas with infrastructure capacity and transit access.

H.3.2.1 Identify areas within walking distance of existing or planned transit services and direct resources to encourage missing-middle and denser housing types in those locations.

H.3.2.2 Evaluate infrastructure for areas with existing excess capacity and target additional housing resources in those locations.

Input From Other Departments/Agencies:

The Engineering Division of Public Works; "Several utility upgrades will be necessary to support the project, and the developer appears to acknowledge these improvements within the submitted PUD Amendment Narrative. The City has completed a Water Study identifying improvements to the existing water system necessary to serve the development (see attached). Additionally, the City has completed a Corridor Study evaluating frontage improvements along the 17th Street grade (see attached), as well as a citywide Stormwater Master Plan identifying required stormwater infrastructure improvements (see attached). Sewer service was previously extended to this parcel during earlier phases of the Darby Village subdivision. The submitted Traffic Impact Statement indicates that the development is expected to generate more than 100 vehicle trips per day, which meets the threshold requiring completion of a Traffic Impact Study. The City's Traffic Impact Guide can be found at City of Lewiston Traffic Impact Resources (<http://cityoflewiston.org/388/Resources>). The Traffic Impact Study should evaluate the proposed connection to 17th Street.

The Lewiston Fire Department; "Access and water supply to comply with International Fire Code requirements. On site access roads, fire truck turnarounds and on-site fire hydrants may be required. Cannot determine required fire flow, access and fire protection requirements until size and type of construction of buildings is/are determined. Fire has no objection to a proposed Planned Unit Development amendment."

Analysis:

The Fairview Terrace Planned Unit Development was originally developed in 1978 by Baldwin Skelton Land Company to create a Planned Unit Development to allow for commercial, multi-family, two-family, and single-family land uses. The applicant became the owner in the early 2000's. Several requests for amendments to the Fairview Terrace Planned Unit Development have been made over the years. In 2002 an amendment request was made to change the southwest corner of 23rd Avenue from high density residential designation to commercial designation. This amendment also requested an amendment to the Comprehensive Plan Land Use Map (1999 Comprehensive Plan). This action was approved but limited the use to professional offices only. Houston Plaza was then built in this section of the PUD.

An amendment request was made in 2003 to change the PUD designation of the 1600 Block of 23rd Avenue on the south side from multifamily and two-family residential designation to professional offices for an addition to the Houston Plaza. This amendment was approved by City Council and the addition to Houston Plaza was built. A second amendment request was made in 2003 to change the PUD designation on the 1600 Block of 25th Ave on the north side, from single family residential designation to two-family duplex residential designation. This amendment request was denied by City Council.

In 2005 a Comprehensive Plan Map Amendment and Zone Change request was granted to remove 2.03 acres from the Fairview Terrace Planned Unit

Development and rezone to Regional Commercial, C6, Zone for Regence Blue Shield to expand their campus. This amendment was approved by City Council.

In 2006 the Darby Village Subdivision plat was completed and approved by City Council. It created the culdesac on 24th Ave and the dead end street on 25th Avenue and subdivided approximately 6.978 acres into 13 single family dwelling building lots. Block 2 of the Darby Village Subdivision (the subject property) was not included in the subdivided lots.

An amendment request was made in 2007 to allow for 8 duplexes or 16 residential units on Block Two of the Darby Village Subdivision (the subject property) but was denied by City Council

The subject property is currently vacant land with topography sloping downhill to the north-northwest. There is approximately 56 feet of elevation drop from the southern property line to the northern property line. Sewer and water lines were installed from the culdesac at 24th Ave into the subject property in two small public right-of-ways. There is a natural drainage to the west of the culdesac.

The applicant is requesting an amendment to the PUD designation of the Fairview Terrace Planned Unit Development from single family residential to higher density or multifamily residential, similar to Higher Density Residential, R4, Zone. The applicant proposes to build three (3) multifamily residential buildings that are approximately 9152 square feet in footprint and four story's and 49 feet in height. They would contain 48 dwelling units total and a subterranean garage. The site plan provided by the applicant also proposes 26 outside parking stalls. The site plan does not show internal parking lot landscaping or ADA parking stalls, which may reduce the total number of outside parking stalls. The application refers to open space but does not show open space on the site plan. Access to the site would be from 17th Street at the southern end of the subject property.

An updated Comprehensive Plan was adopted in 202. The updated Future Land Use Map designates the subject property and the associated neighborhood to the west (until 14th Street) as Community Residential. Community Residential is described as a mid-to high-intensity residential use designation, ranging from small lot single family, townhomes, and multifamily. The suggested density range for this land use designation is 8-18 dwelling units per acre and over 18 dwelling units per acre can be considered with the following essential considerations: Intensity; provides transition in intensity from adjacent uses/zones. Access; located on a collector or arterial roadway with adequate access for the proposed use. Infrastructure; the existing or planned infrastructure is adequate to meet the needs of the proposed use. Compatibility; provides an appropriate transition in building scale from surrounding uses. The Higher Density Residential, R4, Zone would allow for 70 dwelling units based on the 2.65 acres (115,434 square feet at 5,000 square feet required for the first unit and 1,600 square feet required for each additional unit).

The single family residential neighborhood in Block 1 of the Darby Village subdivision has lot sizes ranging from .22 acres as the smallest to 1.14 acres at the largest. This portion of the Fairview Terrace Planned Unit Development has restrictive covenants in place. These restrictive covenants are not enforced by the City. Testimony may be received on these privately imposed covenants, but the Commission should only consider such testimony if it can be tied to the relevant criteria and standards by which the application is required to be judged.

17th Street is considered an arterial roadway. There is currently not an access point into the subject property on 17th Street. The Engineering Division of the Public Works Department has provided applicable portions of a corridor study done on 17th Street (attached to this staff report) and has commented that a Traffic Impact Study would be required as part of the building permit submittal to evaluate the proposed connection point to 17th Street, as well as traffic volume impacts to the street network, including sight-distance and safety considerations that may need to be mitigated by the applicant.

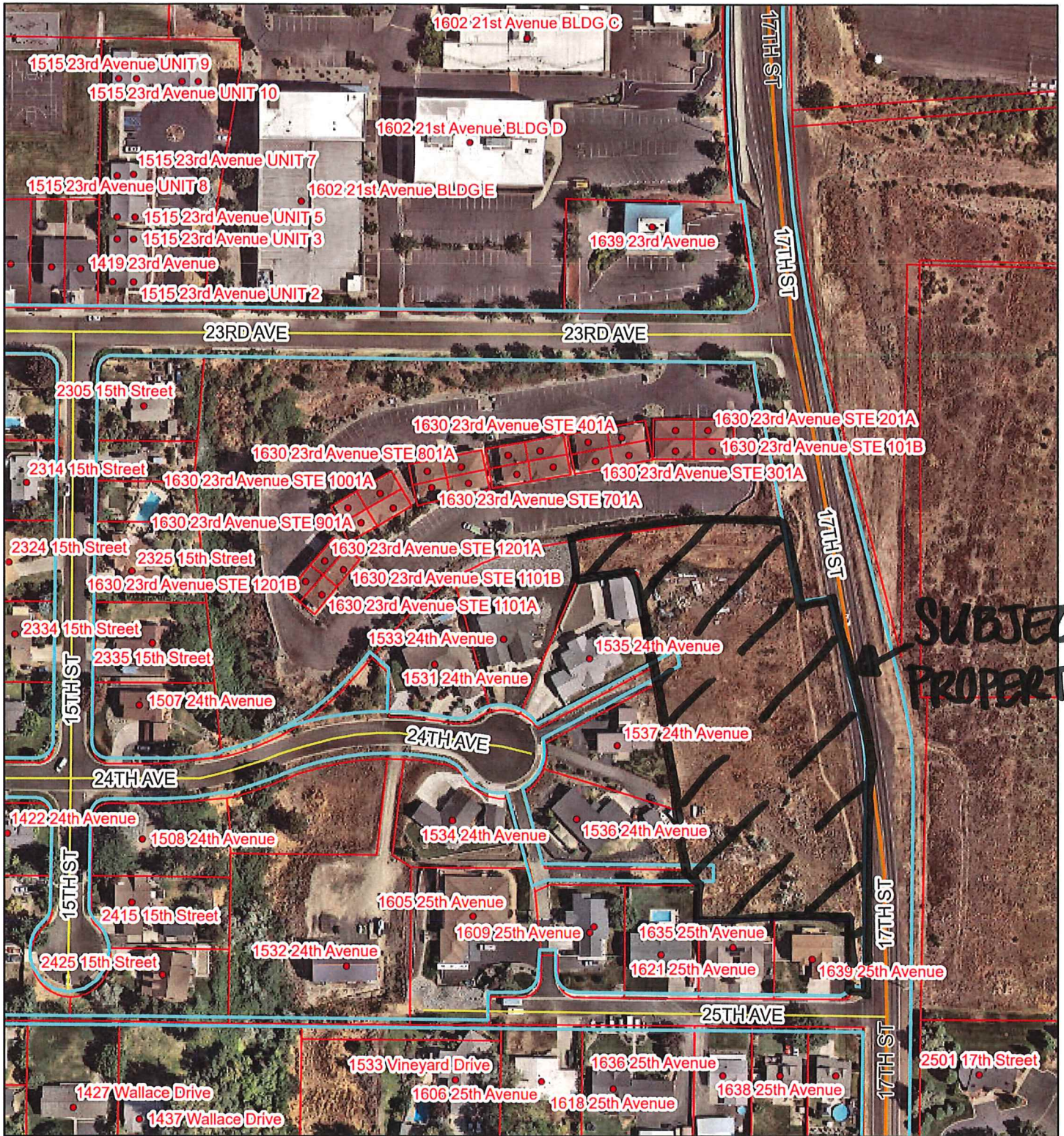
The subject property is located approximately one block south and one block east of McSorley Elementary School and is approximately 2 blocks south of the Lewiston Center Mall, Winco Foods and a Lewiston Transit Bus Stop.

Relevant Criteria and Standards:

See attached reasoned statement worksheet.

Prepared By:

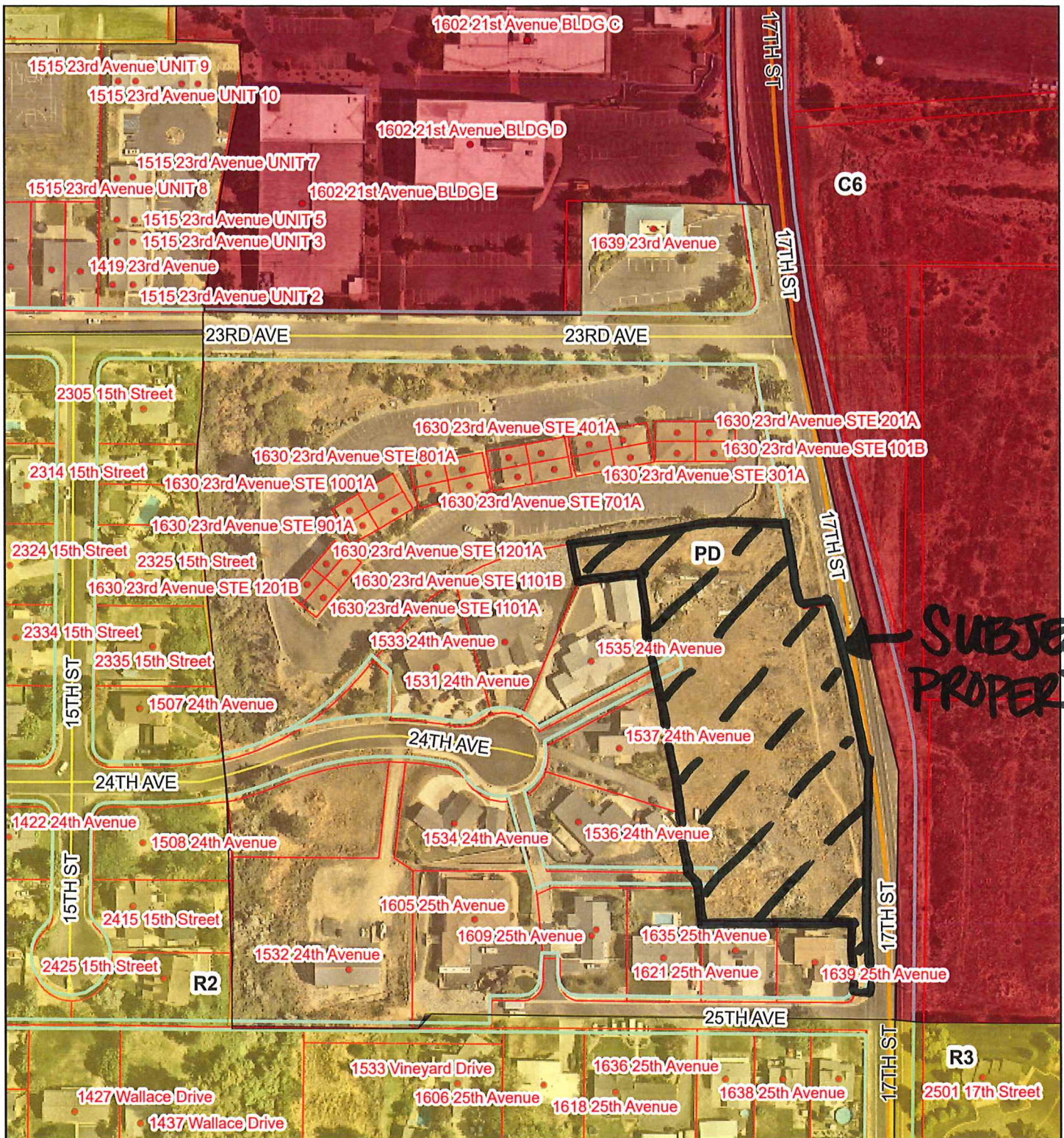
Katie Hollingshead, ACIP
(208) 746-1318, ext. 7261
khollingshead@cityoflewiston.org
P.O.Box 617
Lewiston, ID 83501



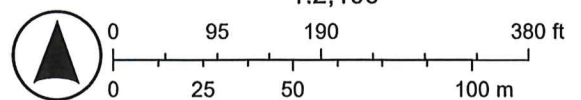
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NOTICE OF PUBLIC HEARING

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

Wednesday June 10, 2026 at 5:30 pm.

**COMMUNITY DEVELOPMENT DEPARTMENT BUILDING
2ND FLOOR MEETING ROOM,
215 D STREET LEWISTON, ID 83501**

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

This public hearing will be to determine approval or denial of the following proposal:

**PUBLIC HEARING AND SUBSEQUENT DELIBERATION AND DIRECTION TO STAFF
REGARDING THE REASONED STATEMENT FOR FAIRVIEW TERRACE PLANNED
UNIT DEVELOPMENT AMENDMENT BY MILLENNIUM TRUST, LLC (ACTION ITEM):**

The applicant requests amendment to the Fairview Terrace PUD to change the zoning designation for the 2.65 acre parcel, Darby Village Subdivision Block 2, also known as RPL 04050020000, from single family residential (similar to Low Density Residential, R2, Zone) to Higher Density Residential, R4, Zone to allow for the development of a higher density residential community consisting of three (3) residential buildings with 48 dwelling units.

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

Submission of Written Comments/Testimony: To ensure that written comments can be forwarded to the Planning and Zoning Commission and relevant city staff prior to the hearing, please submit comments/testimony no later than **5:00 p.m. on Tuesday June 09, 2026** by: Emailing dortiz@cityoflewiston.org or mailing to: Dawn Ortiz, Community Development Department, PO Box 617, Lewiston, ID 83501.

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

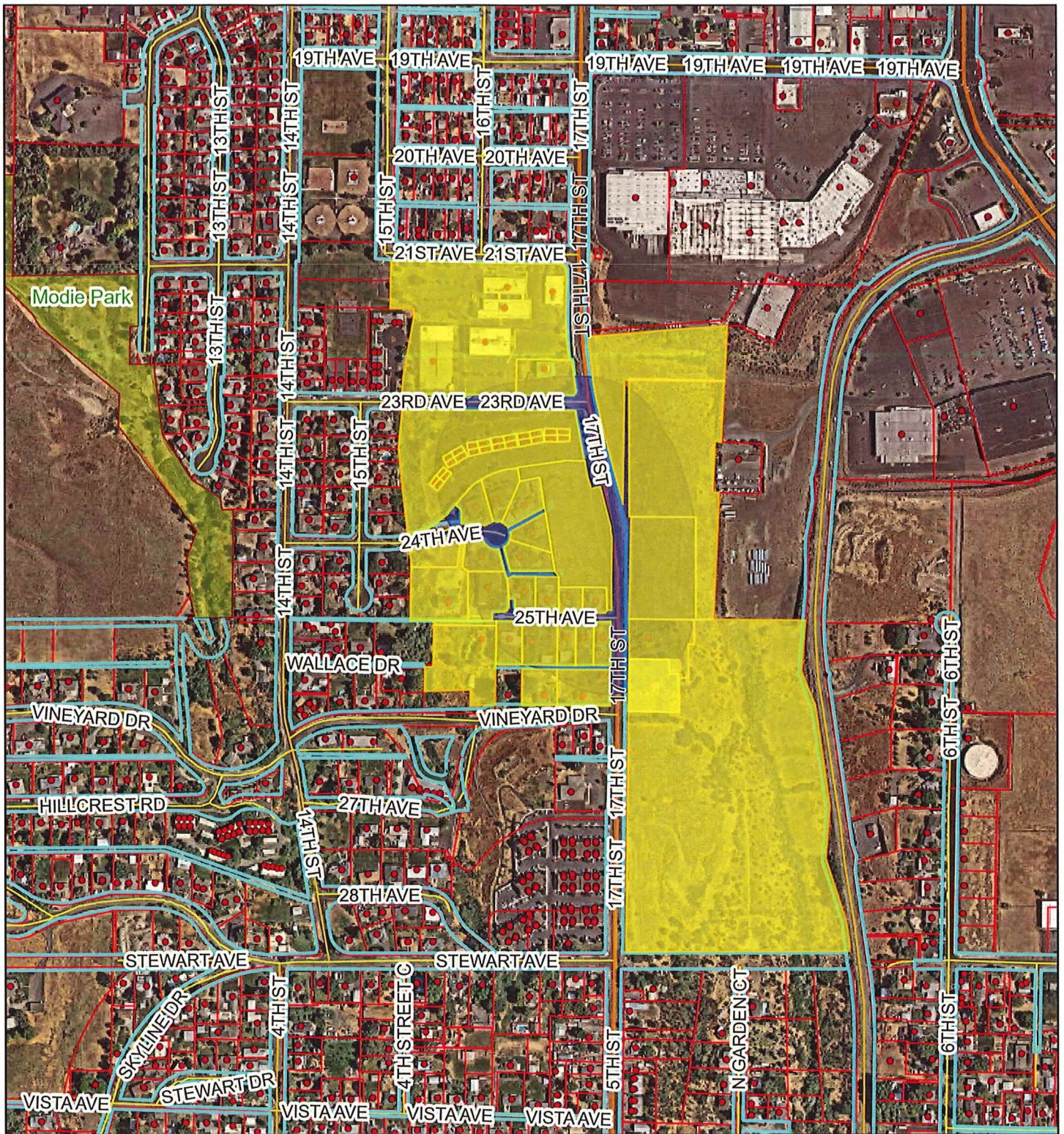
Public Hearing notice publication date: Sunday May 24, 2026.

The City of Lewiston is committed to providing access and reasonable accommodation in its services, programs, and activities and encourages qualified persons with disabilities to participate. If you anticipate needing any type of accommodation or have questions about the physical access provided at this meeting, please contact the meeting coordinator, Dawn Ortiz, at least forty-eight (48) hours in advance of the meeting at dortiz@cityoflewiston.org or (208) 746-1318, ext. 7265.

OWNER1	OWNER2	MAIL_ADD1	MAIL_CITY	MAIL_ST	MAIL_ZIP
HOUSTON PROFESSIONAL PLAZA LLC		1630 23RD AVE STE 101	LEWISTON	ID	83501
BIZJAK EDWARD R JR &	BIZJAK VIKI	1640 25TH AVE	LEWISTON	ID	83501
STONE CHRISTOPHER S &	STONE LISA T	1606 25TH AVE	LEWISTON	ID	83501
23RD AVE SERIES OF	ASPEN INVESTING LLC	1392 TURF FARM WAY STE 1-222	PAYSON	UT	84651
NASH LIVING TRUST	c/o NASH STEVEN C &	PO BOX 911	ASOTIN	WA	99402
ELLY SINGS THE BLUES LLC		515 CRESTLINE CIRCLE CT	LEWISTON	ID	83501
MILLER PAUL A &	MILLER LAURIE M	1115 18TH ST	LEWISTON	ID	83501
PHILLIPS RENALDO &	PHILLIPS MICHELLE	1537 24TH AVE	LEWISTON	ID	83501
SACHS DONALD CHRISTIAN JR		2520 17TH ST	LEWISTON	ID	83501
NEELY DAVID JAMES &	BACHTOLD TINA MARIE	1536 24TH AVE	LEWISTON	ID	83501
OZERAN STEVEN E &	OZERAN STEPHANIE N	1406 WOODSIDE DR	FIRCREST	WA	98466
LEWISTON CENTER PARTNERSHIP		PO BOX 2288	COEUR D'ALENE	ID	83816
WILLIAMS CORINNA SUPP NEEDS TR		1533 24TH AVE	LEWISTON	ID	83501
THOMASON MICHAEL D &	THOMASON TINA M	1609 25TH AVE	LEWISTON	ID	83501
MOOD DOUGLAS K &	MOOD MARION A	1639 25TH AVE	LEWISTON	ID	83501
CORREIA BRENDA		6617 W JUDY AVE	VISALIA	CA	93277
LAUTENSCHLAGER DEAN M &	LAUTENSCHLAGER LAURA L	1605 25TH AVE	LEWISTON	ID	83501
KELLY PATRICK M &	KELLY DEBBIE M	1535 24TH AVE	LEWISTON	ID	83501
ALLEN RICHARD M &	ALLEN SHERI L	566 CRESTLINE CIRCLE DR	LEWISTON	ID	83501
DOUGHTY NICHOLAS &	DOUGHTY JENNIFER	1531 24TH AVE	LEWISTON	ID	83501
KNUDSON JAMIE W &	KNUDSON REBECCA G	1618 25TH AVE	LEWISTON	ID	83501
THOMAS STEVEN W &	THOMAS JEANA M	1638 25TH AVE	LEWISTON	ID	83501
BOLDMAN JAMES &	BOLDMAN DENISE	1533 VINEYARD DR	LEWISTON	ID	83501
POE ASPHALT PAVING INC		PO BOX 449	LEWISTON	ID	83501
BOLLAND TYLER &	BOLLAND LYNDSEY	1318 BIRCH AVE	LEWISTON	ID	83501
MILLENNIUM TRUST L L C		35309 POWELL RD	LEWISTON	ID	83501
BOLDMAN JAMES &	BOLDMAN DENISE	1533 VINEYARD DR	LEWISTON	ID	83501
JAMES DOUGLAS A &	JAMES KIM A	1621 25TH AVE	LEWISTON	ID	83501
FERGUSON GARY W &	FERGUSON JUDITH A REV TRUST	1534 24TH AVE	LEWISTON	ID	83501
WILLOWS ADAM &	WILLOWS STEVI	1636 25TH AVE	LEWISTON	ID	83501
REGENCE BLUESHIELD OF ID INC		10 INVERNESS DR E STE 250	ENGLEWOOD	CO	80112
BRAMLET ALICIA D		2575 34TH ST	OCALA	FL	34471
ZEHRUNG 2011 TRUST	ZEHRUNG BRENT J &	1804 WALLEN RD	TROY	ID	83871

KILFOYLE JERRY P &	KILFOYLE LYNDIE	36 BEDROCK CIR	SANTA CLARA	UT	84765
LRP L L C		1630 23RD AVE STE 101A	LEWISTON	ID	83501
KOPCZYNSKI LARRY J		2501 17TH ST	LEWISTON	ID	83501

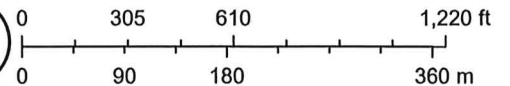
City of Lewiston



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| adSites result | Area City Impact | Paved Residential Alley |
| Primary Street Reference | Parks | Paved Business District Alley |
| URBAN PRINCIPAL ARTERIAL | ROW | Alley |
| URBAN MINOR ARTERIAL | Street | Minor Arterial |
| URBAN COLLECTOR | Local | Residential Collector |
| RURAL MAJOR COLLECTOR | Collector | Address |
| <all other values> | Arterial | adSites |
| City Limit | Unpaved Residential Alley | |



Vantor

**CITY OF LEWISTON PLANNING AND ZONING COMMISSION
REASONED STATEMENT OF RELEVANT CRITERIA AND
STANDARDS FOR GRANTING OR DENIAL OF
ZONING DISTRICT BOUNDARY CHANGE/REZONE**

This document shall serve as memorialization of the rationale for the granting or denial of a zoning district boundary change/rezone, which shall be based upon relevant criteria and standards, including the Lewiston Comprehensive Plan, Lewiston City Code, and Idaho Code. See I.C. § 67-6535.

I. APPLICATION NUMBER:

II. APPLICANT'S NAME AND ADDRESS:

III. IDENTIFICATION AND/OR LOCATION OF SUBJECT PROPERTY:

IV. DATE OF PUBLIC HEARING:

V. NAME OF HEARING BODY:
Lewiston Planning and Zoning Commission

VI. NATURE OF APPLICATION:
Rezone subject property from [current zone] to [proposed zone]

VII. DECISION:
The Lewiston Planning and Zoning Commission recommends [APPROVAL/DENIAL]
of XXX to the Lewiston City Council.

VIII. RELEVANT CONTESTED FACTS RELIED UPON:

The relevant contested facts relied upon are:

IX. RELEVANT CRITERIA AND STANDARDS:

The following relevant criteria, standards, facts, and considerations are hereby declared as reasons for the decision on this zoning district boundary change/rezone:

1. The proposed rezone **(is/is not)** in general conformance with the Lewiston Comprehensive Plan. Applicable commentary:
2. The subject property **(is/is not)** at least as well suited or is better suited for the proposed zoning district than the existing zoning district. Applicable commentary:
3. The proposed rezone **(does/does not)** present foreseen, immitigable impacts of incompatible uses or development being located in the same vicinity. Applicable commentary:
4. The effects of the proposed rezone **(are/are not)** anticipated to place undue burden upon delivery of services provided by any political subdivision within the planning jurisdiction, including school districts. Applicable commentary:
5. The size, type, intensity, and density of development expected to occur on the subject property as a result of this rezoning **(is/is not)** suitable for the area and **(will/will not)** unduly burden the neighborhood, public infrastructure, or environmental resources. Applicable commentary:
6. The proposed rezone **(is/is not)** in conformance with Idaho Code 67-6537, Use of Surface and Ground Water. Applicable commentary:

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

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

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

By: _____
Signature of Planning and Zoning Commission Chair or Vice Chair or Acting Chair

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS

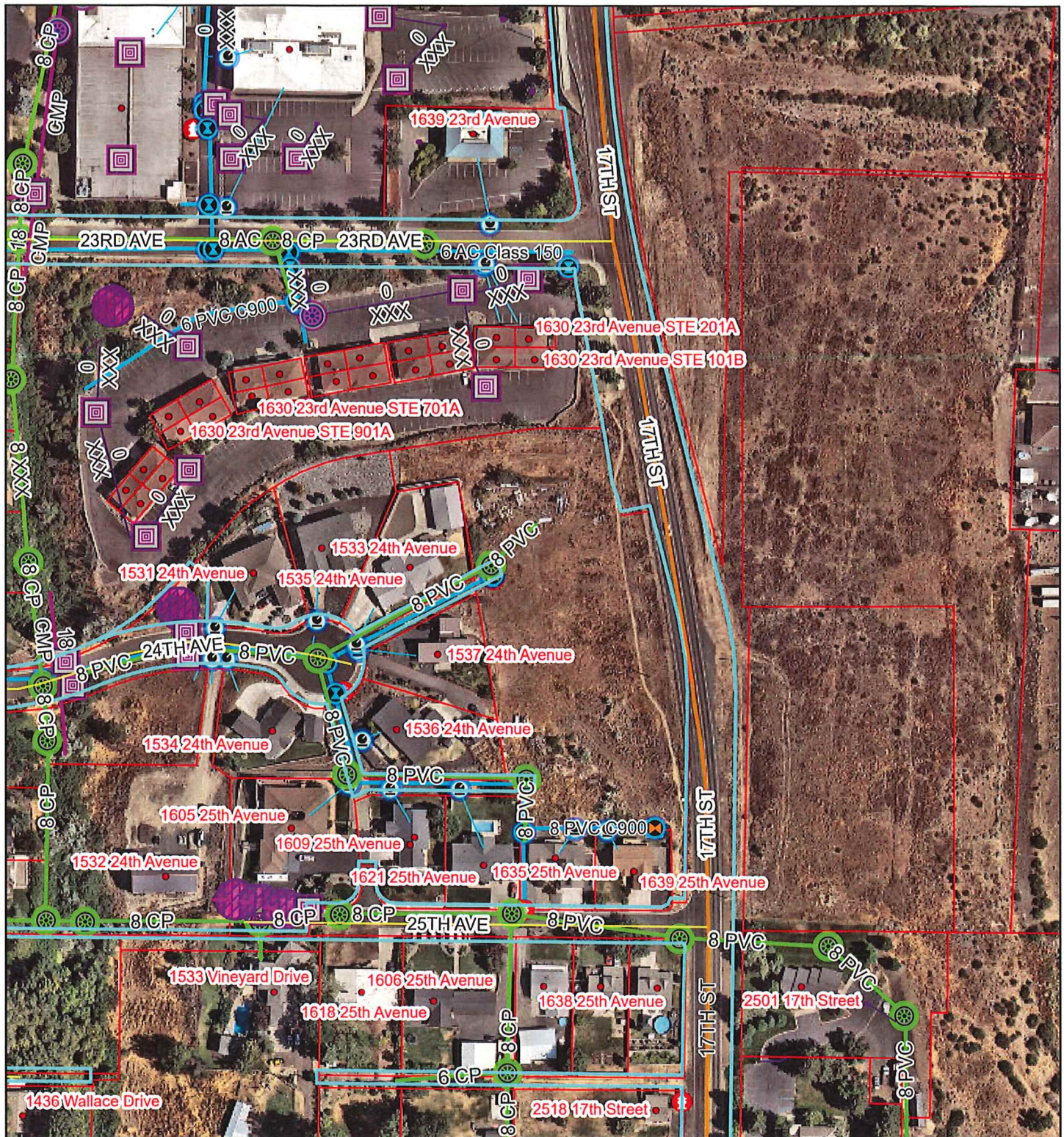
FOR ZNC **xx-xxxxxx**

Page 2 of 3

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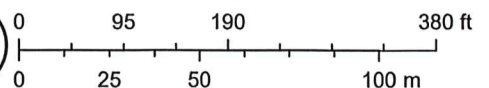
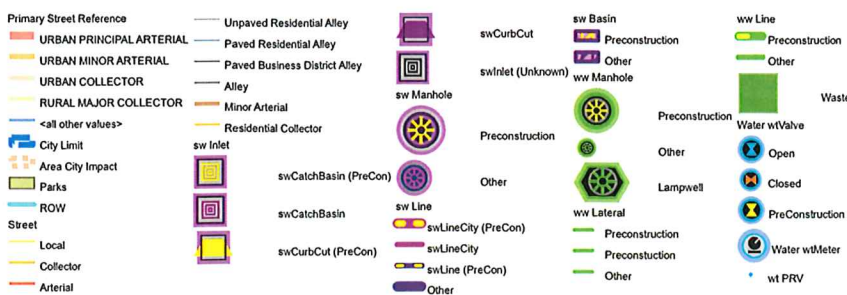
Date of Signature: _____

ATTEST: _____
Tanya Brocke, Community Development Specialist



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To: Alannah Bailey, City of Lewiston, ID

From: Nastassja Abercrombie
Stantec

Project: Area 3a Water Service Evaluation

Date: August 21, 2025

1 Introduction

The City of Lewiston (City), Idaho has requested Stantec evaluate the serviceability of Area 3a, south of the Lewiston Center Mall (Mall). The area south of the Mall is bounded by 17th St to the west, Nez Perce Grade to the east and 25th Ave to the south. Area 3a encompasses approximately 22 acres of proposed commercial development.

The City's existing, calibrated, Bentley's OpenFlows Water Model (Model) was used to evaluate Area 3a in terms of the proposed infrastructure required for service, available fire flow during maximum day demand (MDD) and the minimum pressure, maximum velocity / headloss gradients during peak hour demand (PHD). The purpose of this TM is to document the Area 3a hydraulic analysis results and present the infrastructure required to service Area 3a, should the City choose to incorporate this area into their existing water distribution system.

2 Level of Service Criteria

The level of service criteria used to evaluate the existing water distribution system and Area 3a is provided below:

Pressure:

- Minimum Pressure during PHD: 40 pounds per square-inch (psi)*
- Maximum Pressure during static conditions: 80 psi*

**Per Section 58.01.08.552 of the State of Idaho Administrative Code*

Fire Flow

- Minimum Required FF: 3,000 gallons per minute (gpm)
- Minimum Pressure during MDD + Fire Flow (FF): 20 psi
- Maximum Velocity: 10 FPS

Head Loss Gradient (for PHD only):

- Maximum for 12-inch (in) or Larger Mains 5-feet (ft) /1,000-ft
- Maximum for 8-in or Smaller Mains 8-ft /1,000-ft

Reference: Technical Memorandum

Other Requirements:

- The City water system requirements specify that water mains shall be a minimum of 8 inches in diameter.
- The fire hydrant spacing requirement specifies a maximum of 500 ft between fire hydrants in residential areas, and 300 ft between hydrants for commercial areas.

3 Assumptions

The following assumptions were made for the evaluation of Area 3a:

- No additional model calibration is required
- No additional supply or storage evaluation will be performed
- The target fire flow for the evaluation will match criteria used in 2025, MJ007 Utility Concept Evaluation for Development Infill
- Pipeline extensions for Area 3a will be 12-in or less
- PHD scenarios assume Well 7 is off and the tank level at the South High Reservoir is the LWL of 1,267 ft.
- Fire flow analyses assume Well 7 is off and the tank level at the South High reservoir is 1,277 ft.

4 Area 3a Hydraulic Analysis

The following sections discuss the Area 3a hydraulic analysis including Area 3a demands and site overview, an existing system evaluation, servicing alternatives for Area 3a and model results.

4.1 Area 3a Demands

Demands for Area 3a were developed based on comparable commercial property, specifically the 37-acre commercial development including the Mall north of Area 3a. From the existing model, the unit average day demand (ADD), MDD and PHD for the 37-acre commercial property are as follows:

- Average Day Demand (ADD): 0.79 gpm /acre
- Maximum Day Demand (MDD): 1.89 gpm / acre
- Peak Hour Demand (PHD): 3.02 gpm /acre

Unit demands were projected to the 22-acre, Area 3a development for an ADD, MDD and PHD of 17 gpm, 41 gpm and 66 gpm respectively.

Reference: Technical Memorandum

4.2 Area 3a Site Overview

Area 3a is in the South High pressure zone, and, if serviced via the City of Lewiston, Area 3a would primarily receive its water from the existing Well Site 7 and the South High Reservoir. The pressure zone hydraulic grade line (HGL), based on the high-water level (HWL) of the South High Reservoir and assuming a 10-ft operating range is 1,267 ft to 1,277 ft. The servicing elevations, as estimated from Google Earth, for Area 3a are between 1,069 ft to 1,189 ft increasing in elevation toward the southern end of Area 3a. Based on the low-water level (LWL) of the South High Reservoir, static pressure within Area 3a ranges from 34 psi to 86 psi with the southwestern portion of Area 3a failing to meet the minimum pressure criteria of 40 psi for static conditions. **Figure 4-1** shows Area 3a and the corresponding elevations at 6 key locations.

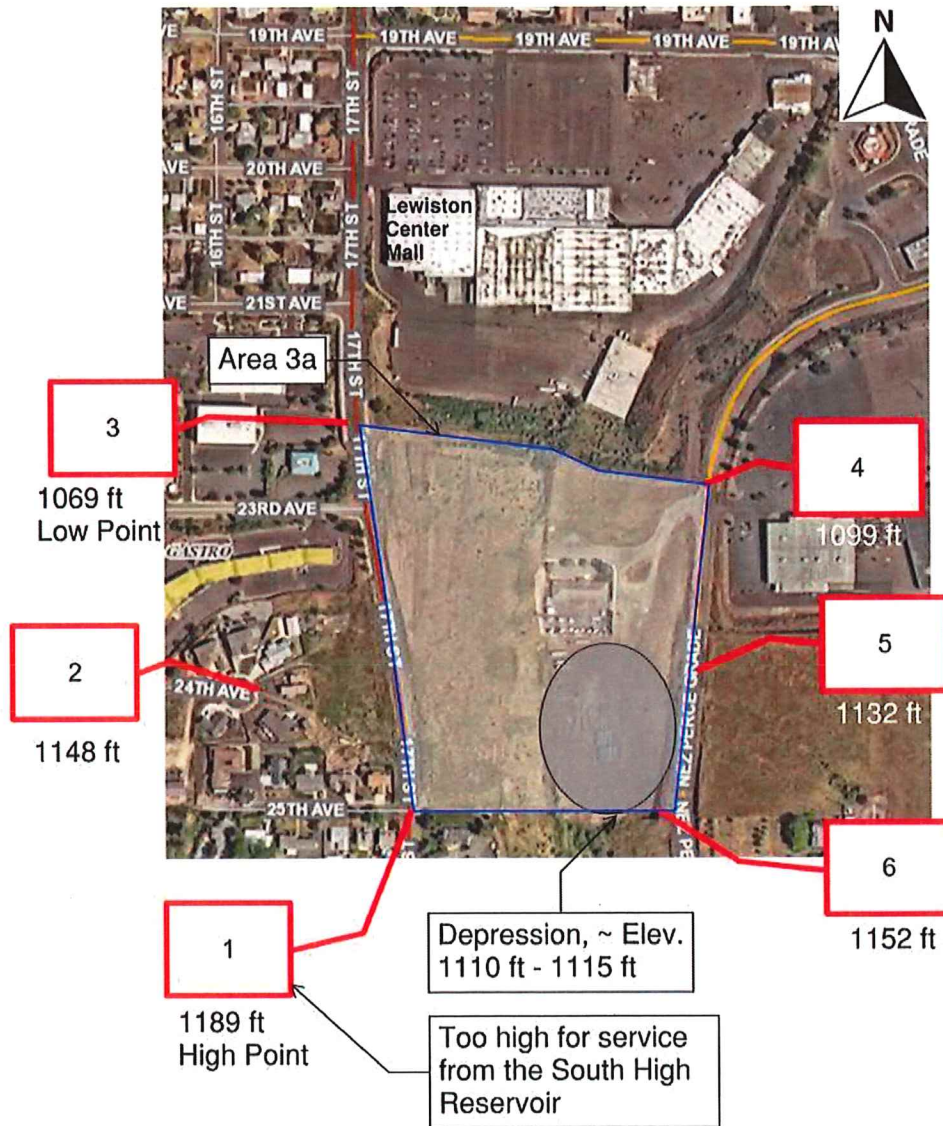


Figure 4-1: Area 3a Location and Elevation Overview

Reference: Technical Memorandum

4.3 Area 3a Servicing Alternatives

To provide service to Area 3a via the City of Lewiston, two serving alternatives were considered:

Alternative 1: Domestic and fire flow service provided by Well Site 7 and the South High Reservoir via 12-in pipelines assuming all services have an elevation below 1,167 ft¹.

Option A: connect with the 16-in pipeline in Nez Perce Grade across from 23rd Ave. and 25th Ave.

Option B: extend the existing 12-in pipeline in 17th St. south to 25th Ave and connect with the existing 16-in pipeline in Nez Perce Grade.

Both Option A and Option B include connections with existing 6-in and 8-in pipelines west of 17th St.

Alternative 2: Domestic service provided by Well Site 7 and the South High Reservoir for northern and southeastern, low-elevation services via 12-in pipeline. Domestic service provided by a new boosted pressure zone for southwestern, high-elevation services. This new boosted pressure zone includes 8-in pipeline, a booster pump station and a pressure sustaining valve (PSV) to relieve excess pressure during low demand periods. The boosted pressure zone could be considered for private ownership in which it would operate similarly to a wholesale customer with a meter vault upstream of the booster pump station. Fire flow to Area 3a provided by Well Site 7 and the South High Reservoir.

¹ 1,167 ft is 100 ft below the LWL of the South High Reservoir (1,267 ft). This is 7 ft higher than the maximum elevation listed in Figure 1-1 in the *Palisades and Southport Study* (2025) of 1,160 ft.

Reference: Technical Memorandum

The following figure, **Figure 4-2** shows a side-by-side comparison of the two options for servicing alternative 1.

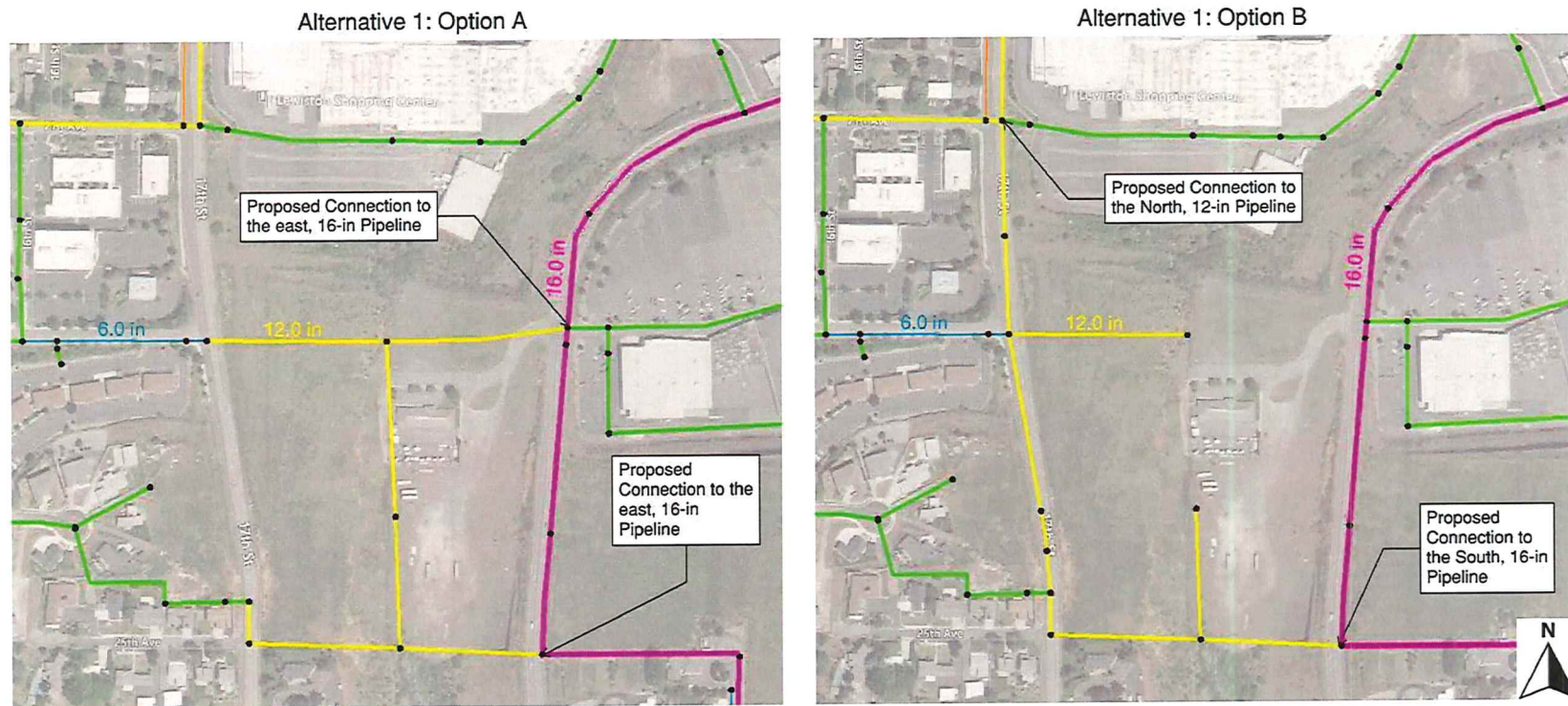


Figure 4-2: Servicing Alternative 1, Option A and B

Reference: Technical Memorandum

The following Figure, **Figure 4-3** shows one potential pipeline configuration for Alternative 2. In this figure, the Alternative 1, Option B pipeline was used as the base and the boosted zone connects with the proposed 12-in pipeline in 17th St. and the proposed 12-in pipeline along the southern boundary of Area 3a. It could alternatively be connected to the 16-in in Nez Perce Grade at the northern side of the boosted pressure zone for the Option A pipeline configuration.

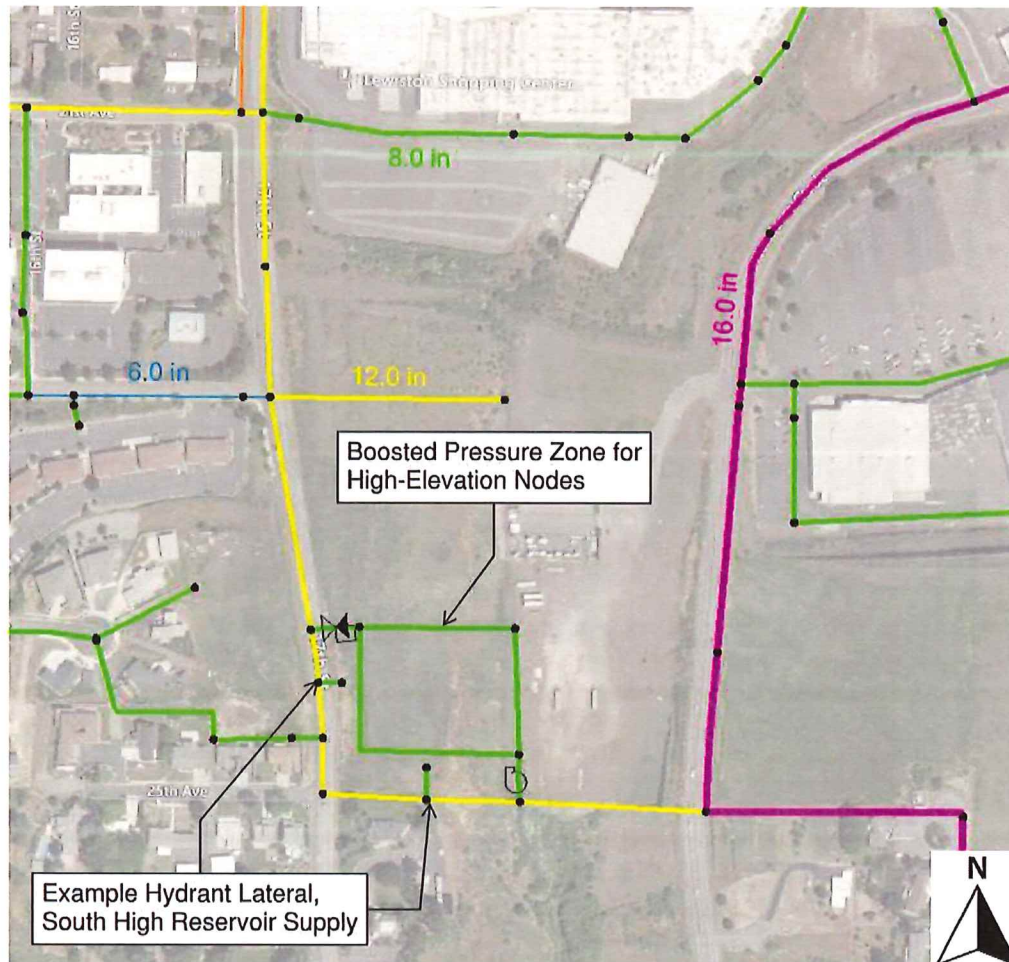


Figure 4-3: Servicing Alternative 2

Alternatively, the Lewiston Orchard Irrigation District (LOID) could be considered for servicing via any number of additional servicing options assuming LOID can provide increased pressure to Area 3a at a higher or equitable flow.

4.4 Hydraulic Analysis

To assess the impact of Area 3a on the existing water distribution system, an existing system evaluation was performed which analyzed the existing minimum pressure in the vicinity of Area 3a during PHD and the available fire flow in the vicinity of Area 3a during MDD.

The following sections outline the results for the existing conditions and the servicing alternatives.

Reference: Technical Memorandum

4.4.1 Existing System Evaluation

The existing system evaluation results are as follows:

Pressure:

- Model results indicate that the existing system minimum pressure during PHD is below the 40-psi criteria at two existing services near the southwest boundary of the proposed service area.
- Model nodes indicated above have a static pressure at or below 40 psi based on the high-water level (HWL) of the South High Reservoir (1,277 ft).
- Existing PHD pressure is greater than the 80-psi criteria at the north end of the proposed service area. Static pressure in this area is 109 psi based on the HWL of the South High Reservoir.
- All pipelines in the vicinity of Area 3a meet the velocity and headloss gradient criteria.

Fire Flow:

- Existing hydrants have an available fire flow less than 1,000 gpm west of the proposed service area and at the Mall, north of the proposed service area.

The following figures, **Figure 4-4** and **Figure 4-5** show the model results for the existing conditions analysis.

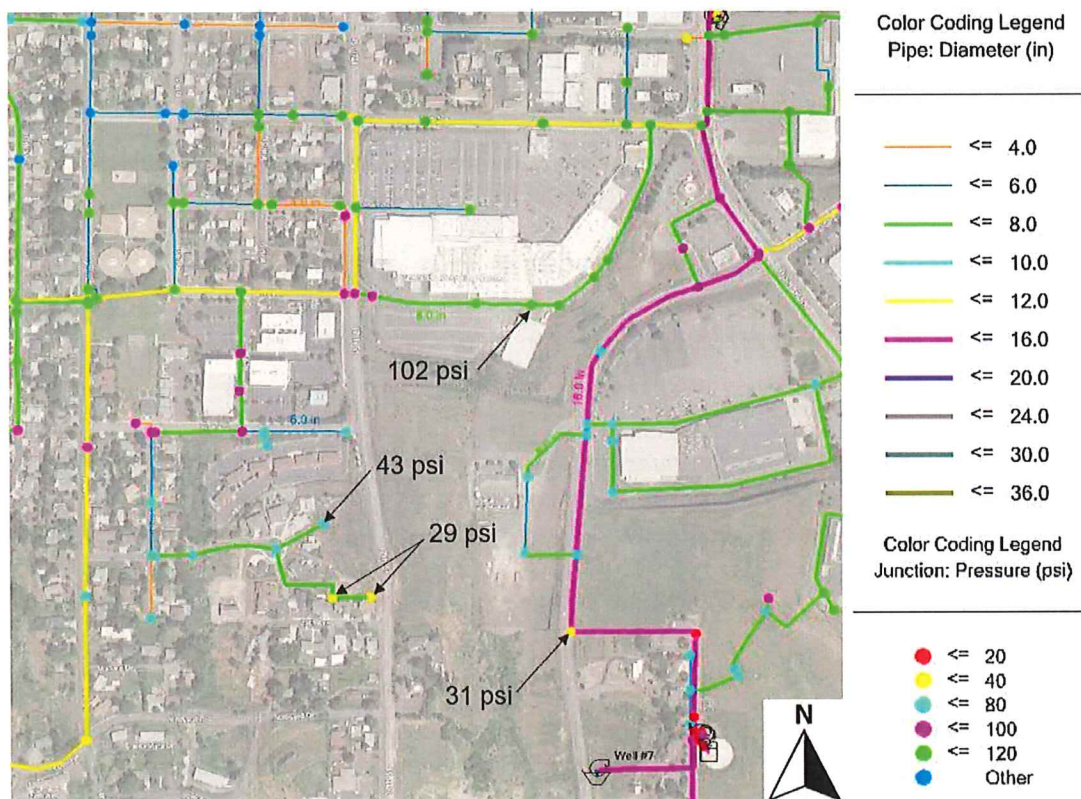


Figure 4-4: Existing System Minimum Pressure (psi) during PHD

Reference: Technical Memorandum

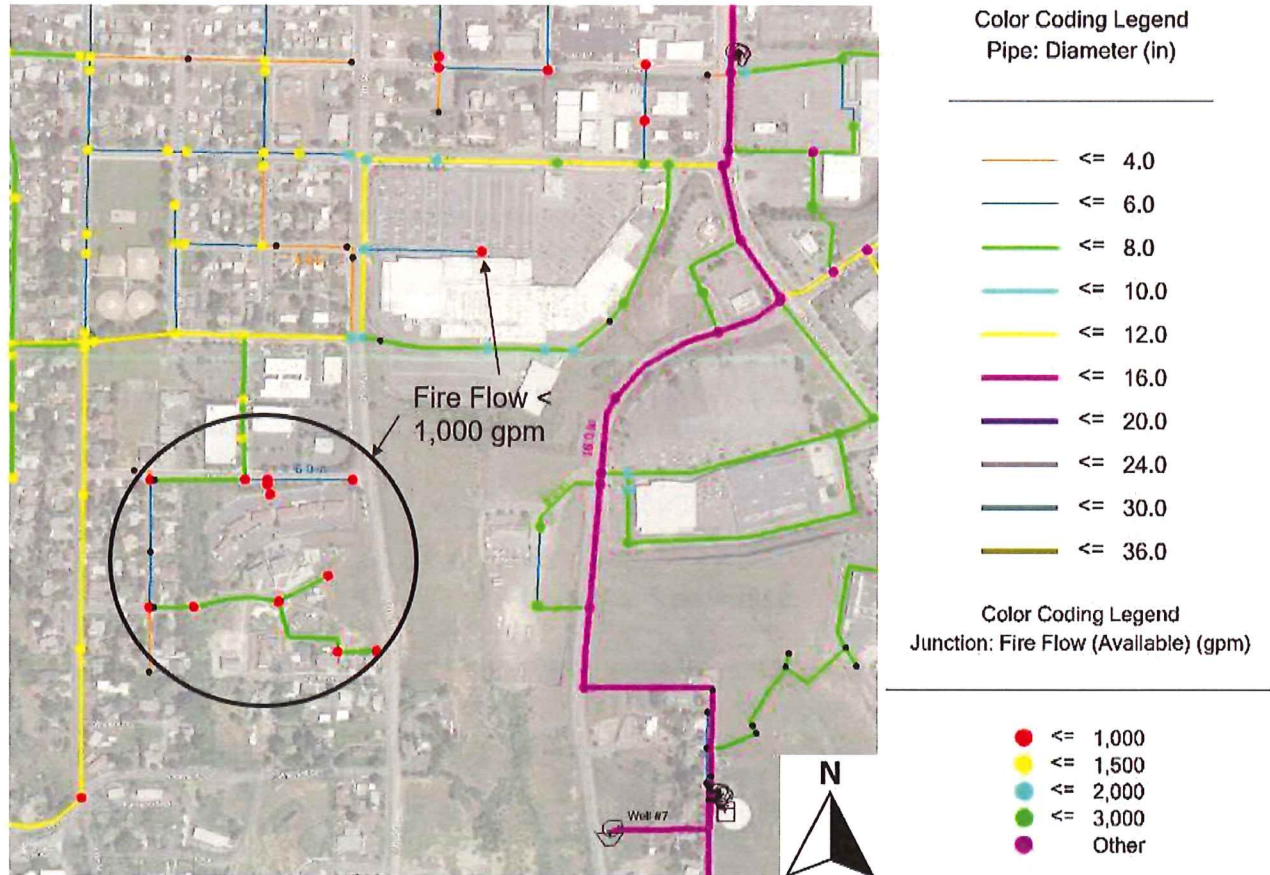


Figure 4-5: Existing System Available Fire Flow (gpm) during MDD

4.4.2 Servicing Alternatives System Evaluation

Alternative 1, Option A and Option B system evaluation results are as follows:

Pressure:

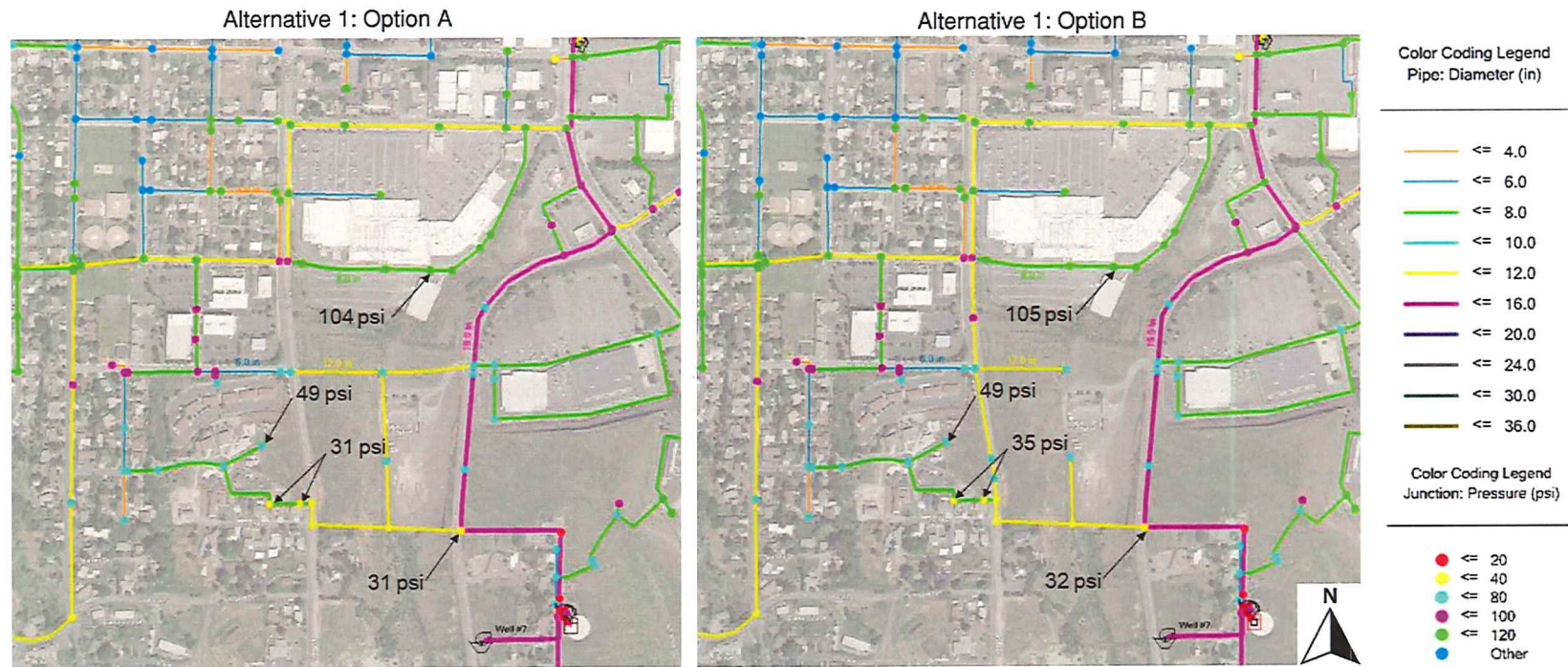
- Pressure is below the 40-psi criteria at high-elevation nodes in the southernmost portion of Area 3a.
- Existing services west of the proposed service area show improved pressure.
- There is a marginal increase in pressure (2 to 3 psi depending on the Option) south of the Lewiston Shopping Center.
- Velocities and headloss gradients in the vicinity of Area 3a remain below the criteria.

Fire Flow:

- The available fire flow to Area 3a is greater than the 3,000-gpm fire flow requirement.
- Fire flow is improved west of 17th St. and north of the Area 3a at existing hydrants.

Reference: Technical Memorandum

Figure 4-6 below shows the PHD pressure for Alternative 1, Option A and B.



Reference: Technical Memorandum

Figure 4-7 below shows the available fire flow for Alternative 1, Option A and B including areas with improved fire flow (circled in black) for the Option B pipeline configuration.

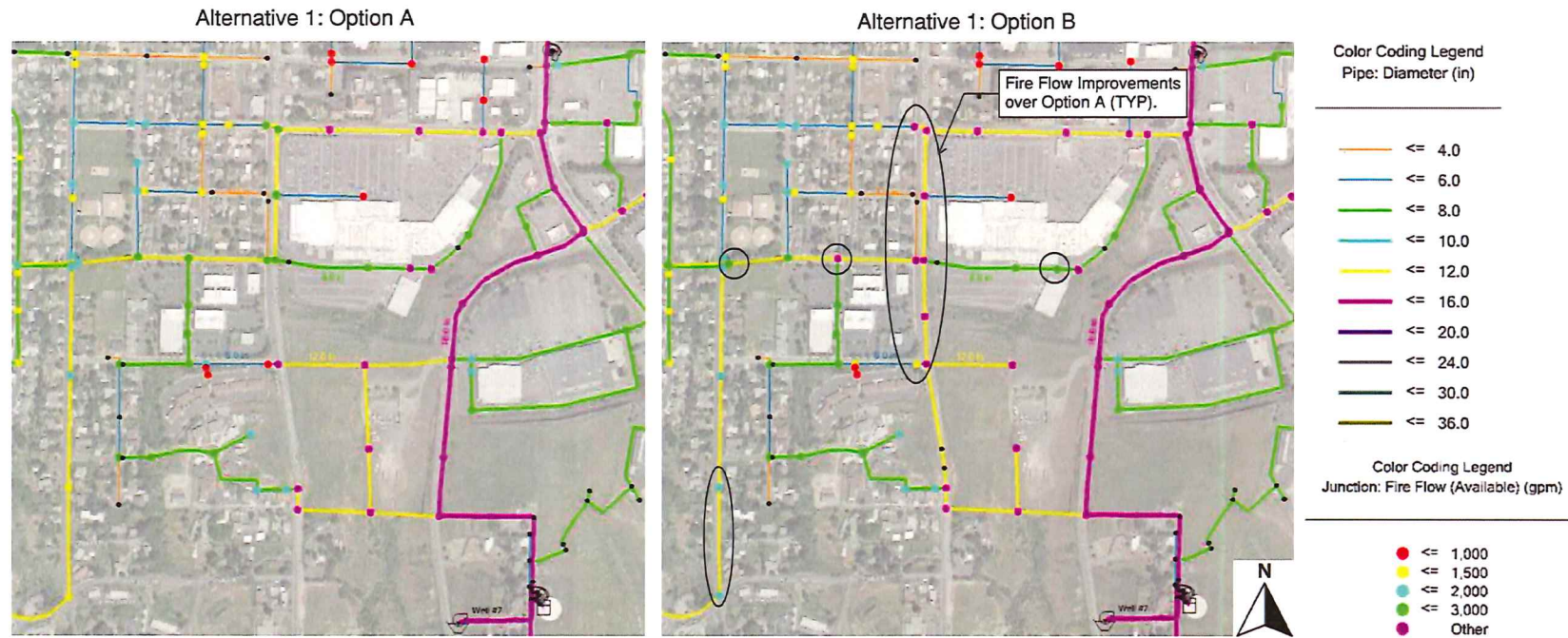


Figure 4-7: Alternative 1, Option A and B Available Fire Flow (gpm) during MDD

Reference: Technical Memorandum

Based on the results of the above evaluations, the minimum pressure criteria can be met in the northern portion of Area 3a with 12-in pipeline connections between existing pipeline in 23rd Ave and Nez Perce Grade as well as between 25th Ave and Nez Perce Grade (Alternative 1, Option A). Additionally, the pressure criteria can be met in the northern portion of Area 3a with 12-in pipeline in 17th St and across the southern boundary of Area 3a (Alternative 1, Option B). Furthermore, fire flow can be provided to the entirety of Area 3a from the South High Reservoir and/or Well Site 7 with proposed pipelines for Option A or Option B. Thus, Alternative 1, Option A and B are sufficient to meet domestic demands in the northern portion of Area 3a and all fire flow to Area 3a.

The total length of 12-in pipeline in 17th St and along the southern boundary of Area 3a required to service Area 3a for Alternative 1, Option B is ~2,225 ft. Option A only requires 800 ft of pipeline across the southern boundary of Area 3a and ~115 ft of pipeline in 17th St, ~1,310 ft less than what is required for Option B. Internal pipeline lengths are unknown and therefore were not estimated and, model nodes north of the southern boundary and west of 17th St inside Area 3a are shown only for reference; the internal pipeline configuration will need to be evaluated should the City choose to move forward with either servicing alternative. The Alternative 1, Option A and B minimum pressures and available fire flow for each key location identified in **Figure 4-1** is shown in **Table 4-1**.

Table 4-1: Area 3a Alternative 1 Pressure and Fire Flow

Key Location	Minimum PHD Pressure (psi)	Available Fire flow (gpm)
	Option A Option B	Option A Option B
1	34 33	3,780 4,206
2	n/a 49	n/a 4,519
3	n/a 83	n/a 4,941
4	68 68	4,941 4,941
5	52 52	4,941 4,941
6	31 31	4,941 4,941

For Alternative 2, by creating a boosted pressure zone for the high elevation nodes in the southern portion of Area 3a, pressure and flow to the boosted zone can be controlled via a new booster pump station and looped internal pipelines to meet the level of service criteria listed in Section 2. For this reason, no additional model analyses were run. Should the City decide to move forward with servicing alternative 2, the pump station can be sized to meet domestic demands in this area and the PSV setting determined.

Reference: Technical Memorandum

5 Conclusion

Domestic flow and fire flow can be provided to Area 3a via approximately 915 ft of 12-in pipeline along the southern boundary of Area 3a and 17th St. (Alternative 1, Option A) or 2,225 ft of 12-in pipeline in 17th St and along the southern boundary of Area 3a (Alternative 1, Option B). Depending on the maximum service elevation within Area 3a, the servicing strategies are as follows:

- (1) service elevations at or below 1,167 ft can be serviced directly by the South High Reservoir zone for both domestic and fire flows.
- (2) service elevations above 1,167 ft could be serviced domestically with a booster pump station as a separate zone, with fire flow being supplied by the South High Reservoir zone.

Proposed looping which ties in existing residential pipelines and transmission mains with the Area 3a development provides increased pressure and fire flow to existing services / hydrants to the west and north of the proposed service area

Addendum

This addendum has been prepared to supplement the Area 3a Water Service Evaluation dated September 8th, 2025. The purpose of this addendum is to provide additional analysis of the presented servicing alternative “Alternative A, Option A” The Area 3a site topology shows a sharp decline in elevation near the proposed connection to the existing 16-in pipeline in Nez Perce Grade. An elevation profile from Google Earth is presented on the following page which demonstrates the elevation drop of ~37 ft from Nez Perce (elevation ~1,165 ft) to the base of the depression at ~1,128 ft.

Proposed pipeline construction and installation along this profile near the southern Nez Perce Grade connection point should consider the existing topology, potential grading and the appropriate burial depth. However, should site limitations prevent the construction and installation of pipeline along this corridor, a revised alternative, Alt A1 – Revised was modeled to assess fire flow capacity assuming the following infrastructure shown in **Figure A1**. Fire flows during maximum day demand at model nodes are included in the figure. As the figure suggests, adequate fire flow cannot be maintained to the high-elevation area (southwestern portion of Area 3a) without the connection at Nez Perce Grade. If an alternate connection point is made as identified in the figure, then fire flow is expected to range from 3,200 to 4,940 gpm.

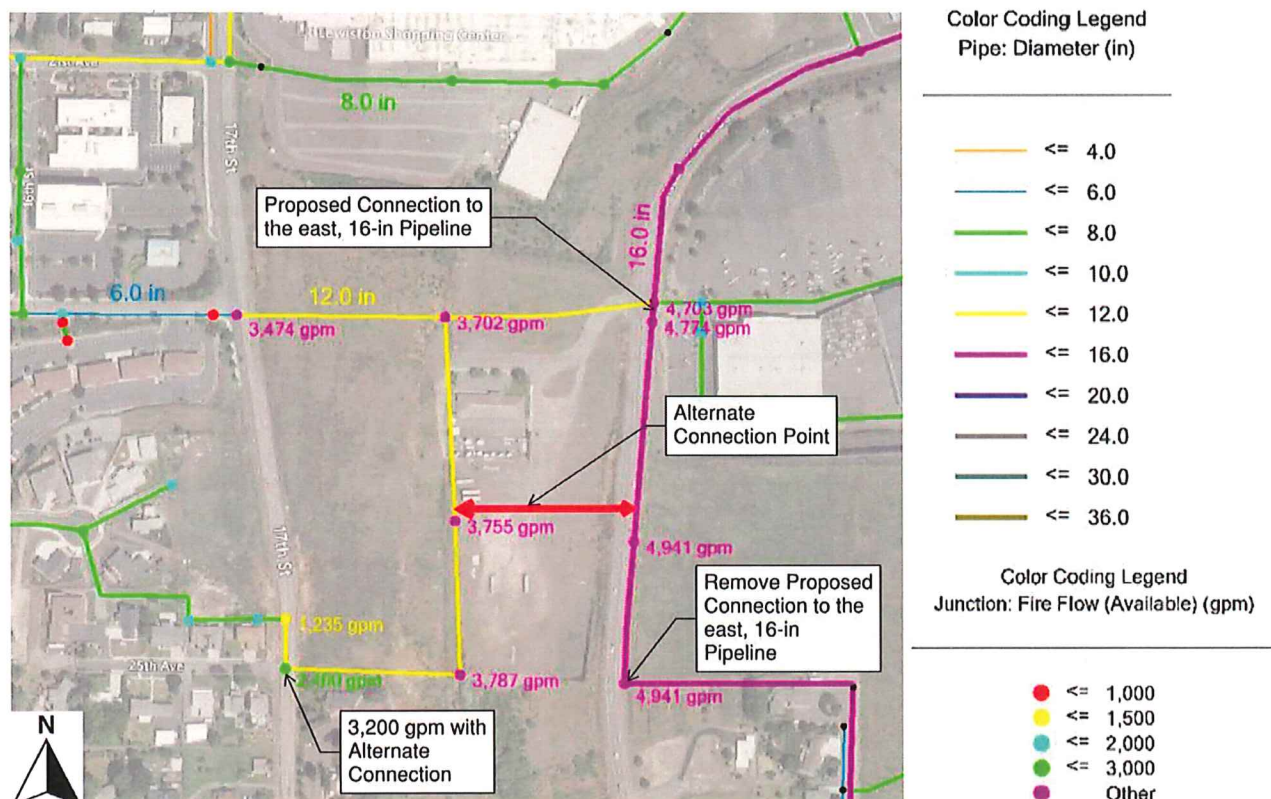


Figure A1: Fire Flow Results Alt 1A – Revised

Reference: Technical Memorandum Area 3a Water Service Evaluation

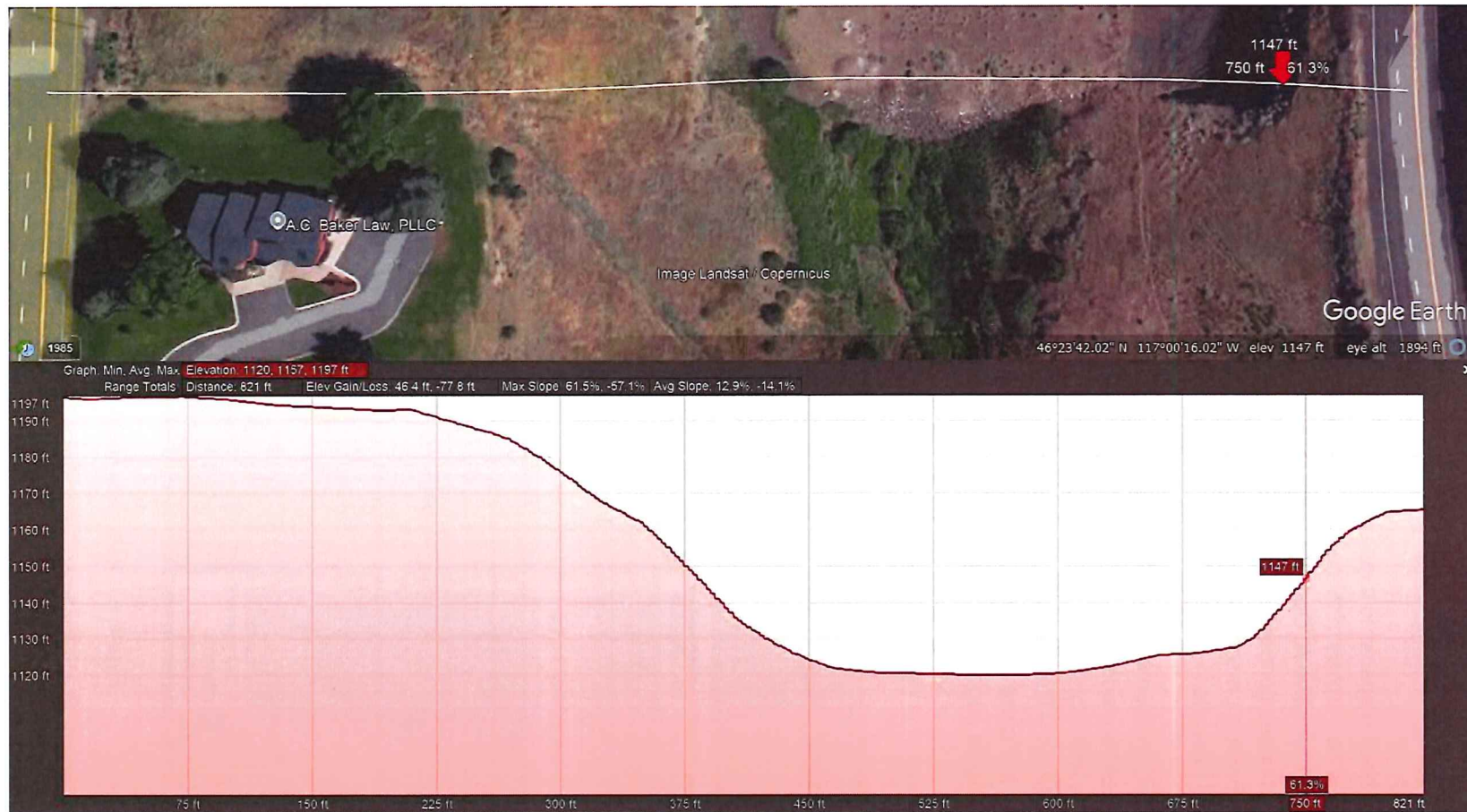


Figure A2: Elevation Profile along Proposed 12-in Pipeline from Existing Connection with 17th St and Nez Perce Grade

17th Street Corridor Study

MEMORANDUM

DATE: October, 2024

TO: City of Lewiston

FROM: J-U-B Engineers Inc.

SUBJECT: 17th Street Grade Corridor Concept

Introduction

The City of Lewiston (City) intends to develop alternatives along the 17th Street (5th Street) corridor to improve pedestrian connectivity by adding sidewalk, curb and gutter, and curb ramps. The project spans approximately 0.9 miles, starting from the intersection of 17th Street (5th Street) and 19th Avenue to the intersection of 17th Street (5th Street) and Preston Avenue. This roadway serves as a minor arterial and features a mix of commercial and residential properties. This memo will assess the current conditions, present three concept alternatives for the corridor (including hybrid options), provide property owner discussions, address stormwater considerations, and provide a final analysis along with the recommended alternative.

Current Conditions and Map

The roadway corridor between 19th Avenue and 21st Avenue has two lanes for both northbound and southbound traffic. Near the intersection of 21st Avenue and 17th Street the northbound lane merges from one lane to two. From 21st Avenue to 25th Avenue, there is a single northbound lane and two southbound lanes. Near the intersection of 25th Avenue and 17th Street the southbound lanes merge from two lanes to one. From 25th Avenue to Preston Avenue, the roadway consists of one lane in each direction, and a middle turn lane. Figures 1 through 6, in Appendix A, show photos of the existing conditions on 17th Street (5th Street).

The ITD ArcGIS Map AADT data (1999-Present) data shows that 17th Street has a varying Average Annual Daily Traffic (AADT) along the corridor, values are in Table 1. Figure 1 is an aerial map of the 17th Street corridor from 19th Avenue to Preston Avenue.

Table 1: 17th Street 2023 AADT

Street(s)	AADT 2023
19 th Avenue to 21 st Avenue	9,200
21 st Avenue to Vineyard Drive	8,500
Vineyard Drive to Preston Avenue	10,500



Figure 1. 17th (5th) Street aerial map.

Alternatives

Alternative 1 – Sidewalk on West Side with Realignment of 17th Street

Alternative 1 entails the addition of sidewalk on the west side of the roadway, opposite of WinCo Foods. All existing sidewalk and curb ramps that meet the City Standards will be retained.

19th Avenue to 23rd Avenue

Heading south from the intersection of 19th Avenue and 17th Street, the existing sidewalk and curb ramps to 21st Avenue comply with City Standards. Southward to 23rd Avenue, new sidewalk will be constructed and tie into the existing sidewalk, to complete the pedestrian network in this section. A new curb ramp will be added at the northwest corner of 23rd Avenue. The curb ramp at the southwest corner of 23rd Avenue and 17th Street will require reconstruction to meet ADA standards.

A retaining wall is required at 17th Street and 23rd Avenue, below where the new sidewalk will be added. The proposed concept design is to tie it into the existing retaining wall, located adjacent to Regence BlueShield of Idaho property, and transition up the slope towards the north corner of 23rd Avenue. Measured from ground level, the existing retaining wall stands at approximately 13.5 feet. The new wall will be located approximately halfway up the existing slope, near the Fairview Dental property. It will start at the highest point of the existing wall ,13.5 feet, and taper

down to approximately 7 feet tall. Due to the position of the new wall, the new sidewalk will jog out to align with the edge of the roadway. No right-of-way is expected for the construction of this retaining wall, however temporary construction easements may be required.

23rd Avenue to 25th Avenue

The current alignment of the roadway between 23rd and 25th Avenue does not follow the designated right-of-way. This alternative proposes to reconstruct that section to better align with the right of way. A concept of this design can be seen in Appendix E. The roadway between 23rd and 25th is a curve and must comply with radius requirements outlined in the American Association of State Highway and Transportation Officials (AASHTO) Geometric Design of Highways and Streets (7th Edition) when reconstructed. With a roadway crown of 2% and a design speed of 35 mph, the minimum required radius is 510 feet. Currently the roadway radius is approximately 1,190 feet. If reconstructed, the roadway radius will be reduced but still comply with AASHTO requirements.

To complete the pedestrian network in this section, new sidewalk will be added and tie into the existing compliant sidewalk. New curb ramps will be added on the northwest and southwest corners of 25th Avenue. A retaining wall or cut slope will be required to provide the needed width to construct the sidewalk adjacent to the roadway.

25th Avenue to Stewart Avenue

New sidewalk and driveway approaches will be constructed in the two blocks prior to the Canyon View Apartments. New curb ramps will be added to the southwest and northwest corners of Vineyard Drive and the northwest corner of the access street between KLEW and the Canyon View Apartments. The existing sidewalk and curb ramps adjacent to Canyon View Apartments meet City Standards.

Stewart Avenue to Preston Avenue

From Stewart Avenue to Preston Avenue new sidewalk, curb ramps, and driveway approaches will be constructed. To meet City Standards of a 30-foot corner radius additional right-of-way will be needed at the northwest corner of Preston Avenue. Note that the curb ramp at the southwest corner of Preston Avenue is not included in the scope of this concept design.

Alternative 2- Sidewalk on East Side, Keep Current Alignment

Alternative 2 involves constructing sidewalk, curb ramps, and driveway approaches along the east side of 17th Street, extending from the WinCo Foods entrance to Preston Avenue. Existing



sidewalk on the east side between 19th Avenue and WinCo Foods entrance, which meets City Standards, will be retained. The current roadway alignment will remain unchanged. A concept of this design can be seen in Appendix E. Right-of-way acquisition will be required from the south corner of the WinCo Foods entrance to approximately halfway between 23rd and 25th Avenue.

Alternative 3 – Sidewalk on West Side, Keep Current Alignment

Alternative 3 follows the same design as Alternative 1 except reconstruction of the roadway between 23rd Avenue and 25th Avenue is not required. The current roadway alignment will be maintained. A concept of this design can be seen in Appendix D. In addition to the required right-of-way acquisition in Alternative 1, there is additional right-of-way acquisition required between 23rd and 25th Avenue. The sidewalk between 23rd and 25th will still require a cut slope or retaining wall to provide adequate width to construct the new sidewalk. This will also create an opportunity to consider a wider buffer between the curb and sidewalk in this section.

Summary

A summary of all Alternatives, including approximate quantities, are shown in Table 2.

Table 2: Alternative Summaries

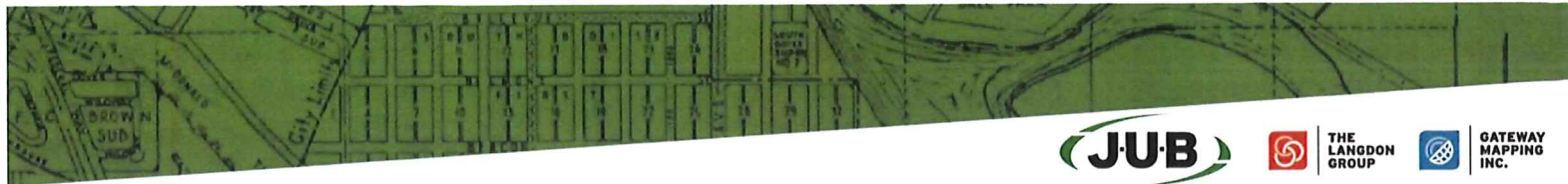
	Alternative 1	Alternative 2	Alternative 3
Right of Way (ft²)	4,500	22,750	14,500
Sidewalk (yd²)	1,300	2,400	1,300
Curb Ramps (Each)	15	16	15
Driveway Approaches (Each)	11	19	11
Reconstruct Roadway Curve	Yes	No	No
Retaining Wall	Yes	No	Yes
Sidewalk Route	West Side	East Side	West Side

Hybrid Options

Alternative 2 Hybrid Option

One possibly option for Alternative 2 is outlined below:

1. Option 2A: This option includes what was previously proposed but would also add sidewalk and curb ramps on the west side of 17th Street from the north corner of KLEW to Preston Avenue to help alleviate congestion. A crosswalk at the northwest corner at KLEW would also be added to connect with sidewalk on the east side of 17th Street. A rectangular rapid flashing beacon would be placed at the crosswalk. The



recommendation of the crosswalk location at KLEW is due to the limited sight distance at Stewart Avenue.

Alternative 2 raises safety concerns due to the high density of existing driveway approaches and parking areas from Stewart Avenue to Preston Avenue on both sides of 17th Street, combined with limited sight distance at intersections, which could increase the risk of pedestrian-related crashes and conflicts. The east side has more driveway conflicts than the west side, which may result in a less desirable option. As seen in Table 1, this section has the highest AADT of 10,500. Further traffic analysis is needed to determine the best option to maintain and ensure safety of all users.

Alternative 3 Options

For Alternative 3 there are two options for the new sidewalk between 23rd Avenue and 25th Avenue which are outlined below:

1. Option 3A: The new sidewalk will follow along the edge of the roadway. Since this area will require a cut slope or retaining wall there could be the possibility of widening so that there is a buffer between the roadway and sidewalk.
2. Option 3B: The new sidewalk will follow the existing footpath along the top of the bank. This option will require a pedestrian fence as the embankment is about 10 feet above the roadway. Due to the slope of the land, there may be more constraints during design to meet ADA requirements.

Buffer Strip

For all alternatives there is an option to include a buffer strip where new sidewalk is constructed; however, this may necessitate additional right-of-way acquisition. Construction of a buffer strip will also depend on the roadway width and existing sidewalk alignment. Further analysis of the roadway and existing infrastructure is necessary to evaluate these factors and determine the feasibility of adding the buffer strip where new sidewalk will be constructed. Appendix D and E show concept designs of where buffer strips can be placed for each alternative.

Northbound Left Turn Lane

A northbound left turn lane at 23rd Avenue can be added for all alternatives but is not required for a sidewalk project. This will require right-of-way acquisition on the east side of 17th Street, approximately 9,800 ft^2 . A Northbound left turn lane is shown on all concept designs of the three alternatives.



Retaining Wall Options

At the northwest corner of 23rd Avenue, where Fairview Dental is located, one other option for the retaining wall to support the addition of a sidewalk is:

1. Option R1: For this option, the proposed retaining wall will be positioned closer to the bottom of the existing slope. This location is on Fairview Dental property and will require right-of-way acquisition. The wall will be approximately 13.5 feet tall, with a potential variation of plus or minus two feet. This option allows for a wider shoulder between the sidewalk and the roadway or the potential for a southbound right turn lane onto 23rd Avenue. Additionally, it enables the sidewalk to be straightened out, improving its alignment with the sidewalk and curb ramp on the southwest corner of 23rd Avenue. This option would also require approximately 1,500 ft^2 of additional right-of-way.

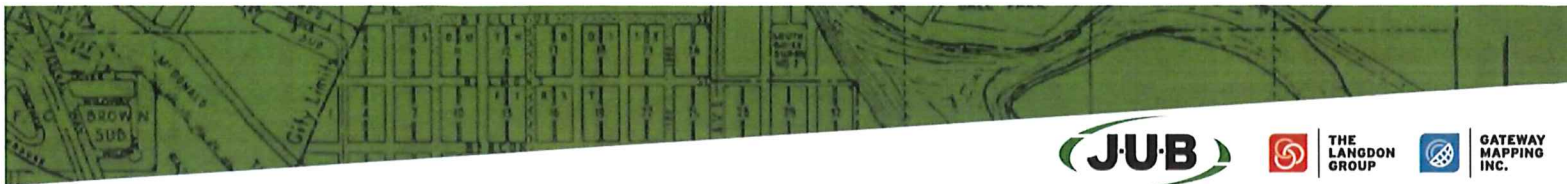
Standards

J-U-B Engineers followed the City Standard drawings for the concept design. The typical sidewalk width is 5 feet. The buffer zone will vary from two to four feet, the width is dependent on the right-of-way and maintaining of 12-foot lanes. The single perpendicular curb ramp and single sidewalk ramp type 2 were used in the concept design. The radius at the face of the curb was designed at 30 feet. The City Standard High Back Curb and Gutter was used for the concept design. Existing curb and gutter along the corridor, that meets standards, will be retained. Road realignments followed AASHTO's Geometric Design of Highways and Streets (7th Edition).

Property Owner Discussion

A discussion with two landowners on 17th street was conducted, with both showing support for the project, Appendix B includes the documented conversations. Summaries of the two conversations are below.

The parcel owner at 1639 23rd Avenue is Elly Sings the Blues, LLC, Dr. Galen Haas. Dr. Galen Haas is willing to work with the City on either option of extending the retaining wall and installing sidewalk. Dr. Haas prefers the retaining wall be constructed towards the bottom of the slope, as it would take out the jog in the roadway and improve sight distance for those turning from 23rd Avenue onto 17th Street. He is also willing to sell right-of-way if it is needed for the project. The main concern for him is drainage. Dr. Haas states that currently water runs down 17th Street, rounds the corner at 23rd Avenue, and pools in Fairview Dental's lower parking lot.



The other parcel owner at the 2400 block of 17th Street is Millennium Trust LLC c/o Rick Keane. Mr. Keane plans on developing this land for condominiums but is willing to work with the City as far as dedication of right-of-way. Concept plans of the three alternatives were sent to him upon his request. Mr. Keane prefers Alternative 3 as he feels it makes the most sense. He also prefers having the sidewalk be set behind the curb instead of following the existing foot path.

Stormwater Discussion

A storm water collection system is also suggested to be included in this project to mitigate water runoff concerns. The addition of a stormwater system was also the main request from the owner of Fairview Dental. From the Lewiston Stormwater Master Plan proposed pipe is planned from Vineyard Drive to 23rd Avenue with 12-inch pipe and from 23rd Avenue to 19th Avenue with 18-inch pipe. No stormwater pipe exists north of 19th Avenue until 13th Avenue. The City will need to determine where this pipe will connect or extend to an outlet.

Analysis and Recommendation

Referencing Table 2, from above, Alternatives 1 and 3 were comparable for the quantities of sidewalk, curb ramps, and driveway approaches. The most significant difference is the right-of-way acquisition needed for Alternative 3. Alternative 1 requires reconstructing the roadway between 23rd and 25th Avenue, which will likely make it the least cost-effective alternative. Alternative 2 has the highest quantities for sidewalk, curb ramps, and driveway approaches. The right-of-way acquisition is comparable to Alternative 3. For all three alternatives, additional minor right of way acquisitions may be necessary at intersections. Major transmission lines and poles may be difficult to relocate.

Another consideration is how the new sidewalk will improve and affect the current pedestrian network. Most of the west side of 17th Street is developed, adding sidewalk will enhance connectivity for residences, businesses, and schools in the neighborhood. The east side of 17th Street is undeveloped between 21st Avenue and 25th Avenue, while from 25th to Preston Avenue, there is a mix of businesses and residences. Due to the higher density of residential development on the west side it is probable that more people will benefit from having sidewalk constructed on the west side of the 17th Street Corridor.

From the analysis **Alternative 3** is the recommended alternative. The cost estimate for the entire project is \$2,797,674.00. A separate cost estimate for the left turn bay, which was not included in the total cost, is provided in Appendix C. The project was divided into phases, and cost estimates for each phase are also included in Appendix C.

Appendix A

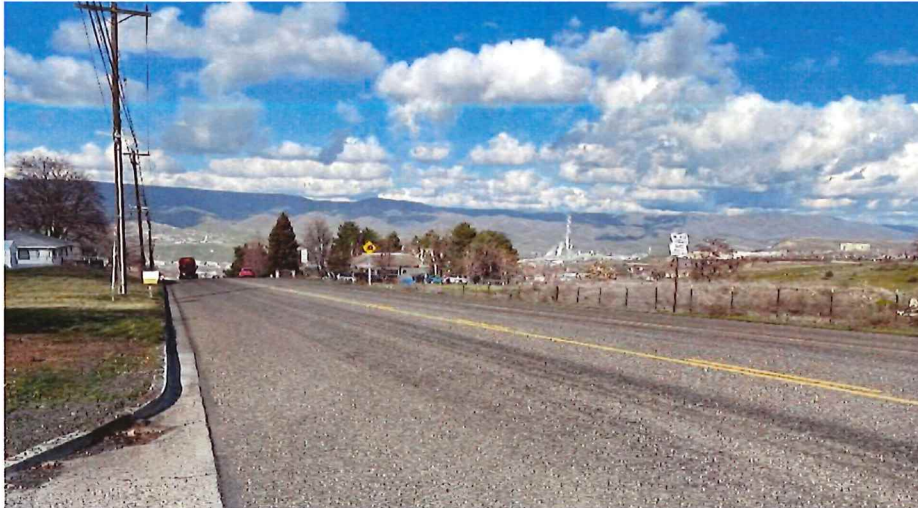


Figure 2 Looking North at the corner of KLEW business.

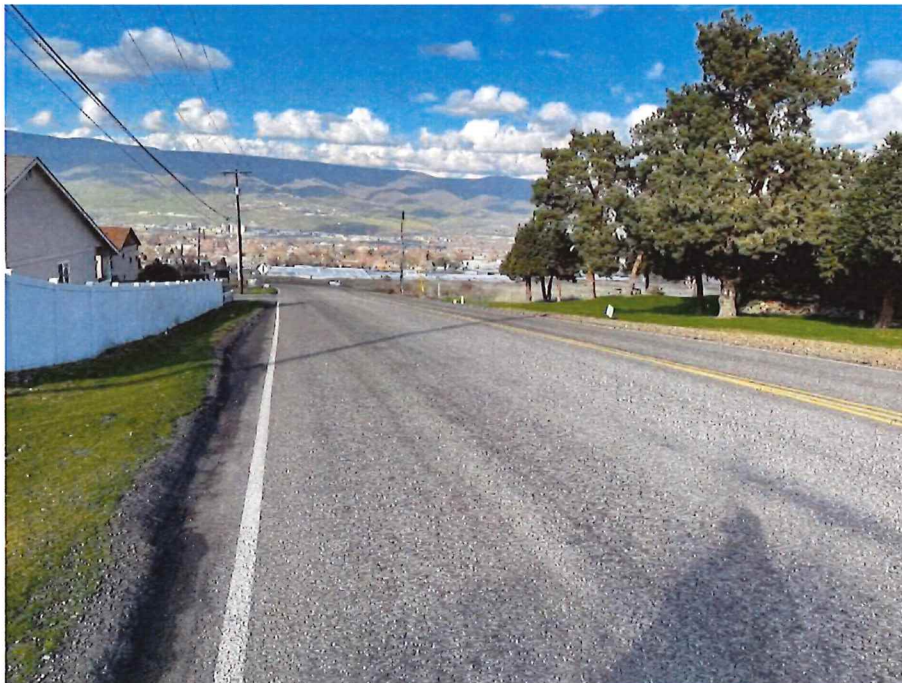


Figure 3 Looking North in between Vineyard Drive and 25th Avenue.

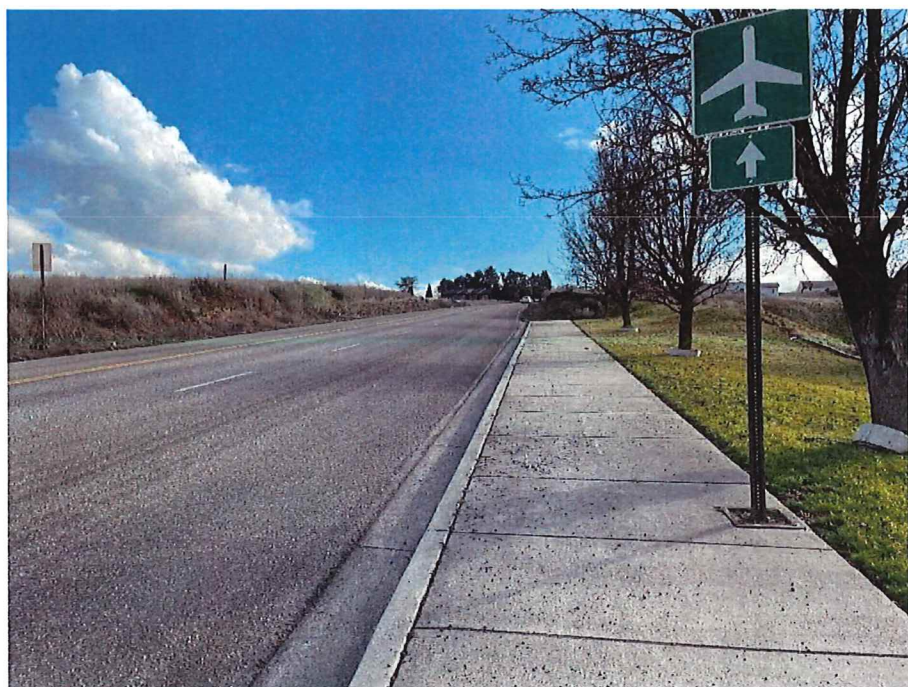


Figure 4 Looking South from 23rd Avenue.

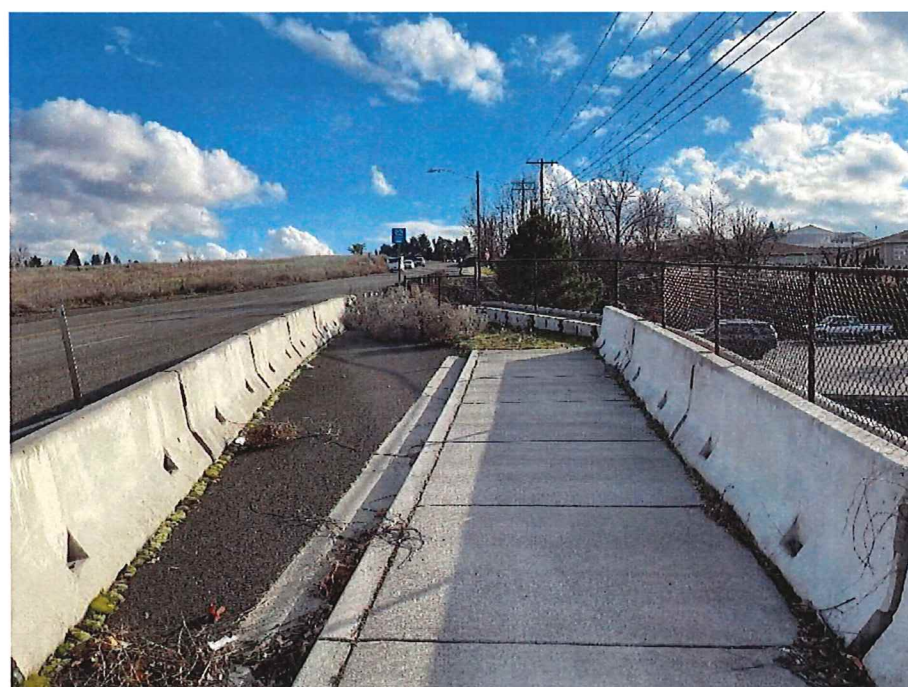


Figure 5 Looking South next to Regence BlueShield just before 23rd Avenue.



Figure 6 Looking South from Vineyard Drive.

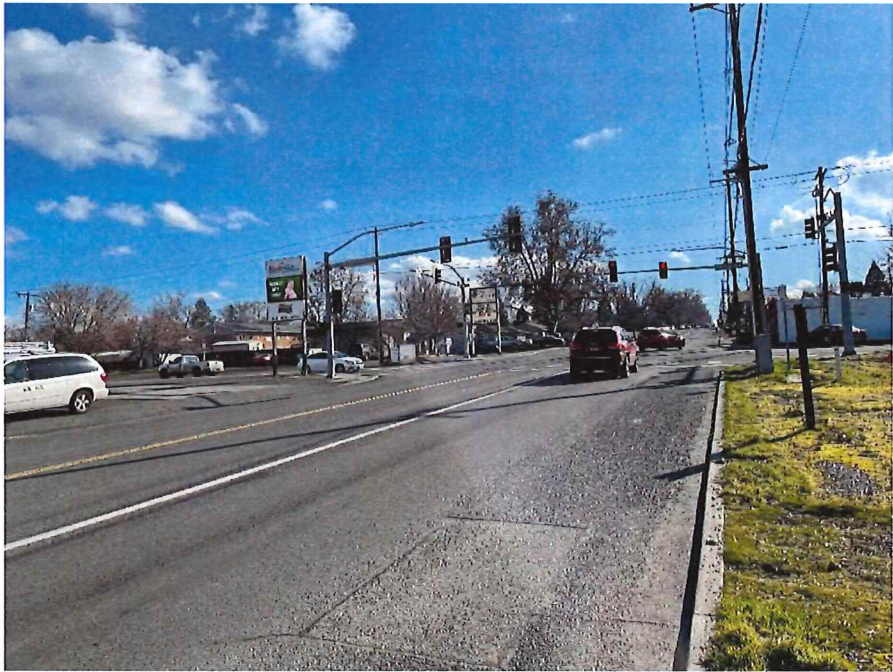
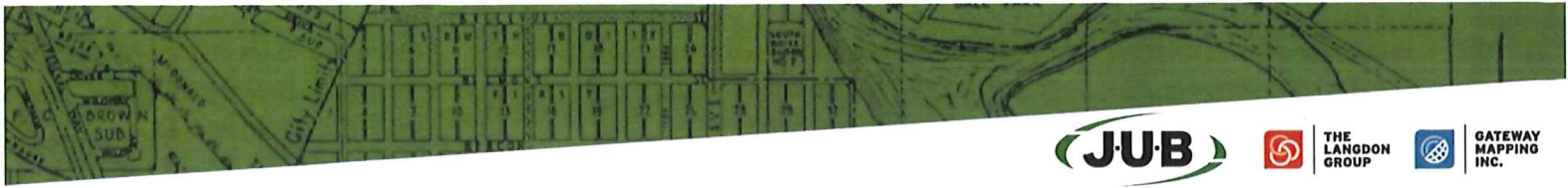


Figure 7 Looking South at the intersection 17th Street and Preston Avenue.



Appendix B

17th Street Grade Corridor Concept

0.669 Acre Parcel

Address: 1639 23rd Ave

Parcel Owner: Elly Sings the Blues, LLC, DR. Galen Haas

208-746-0431

5/17/2024

Phone call with Dakota Wilson

Dr. Galen Haas, DSS founder and CEO of Fairview Dental and property registered agent at 1639 23rd Ave. called to discuss the preliminary design of the sidewalk on 17th Street. I informed him the sidewall/retaining wall will be at no cost to him. Highlights of the conversation:

- Willing to work with the City of Lewiston on extending the retaining wall and installing sidewalk on 17th Street. Would sell Right of Way if required to complete the project.
- His preferred option is Retaining Wall Option 2. He likes that it takes out the jog in the road, will improve sight distance for cars turning off 23rd onto 17th, and gives the option for a future right hand turn lane onto 23rd Ave.
- He has drainage concerns. Currently the water runs down 17th, rounds the corner onto 23rd Ave. and pools in his lower parking lot.



17th Street Grade Corridor Concept

2.7 acre parcel, 2400 block of 17th Street, west side,

Parcel Owner: Millennium Trust LLC, c/o Rick Keane

Rick Keane

208-305-9435

rick@artesionfusion.com

May 13, 2024

Phone call with Rick Keane and John Watson

JW introduced the project goals and objectives for sidewalk connectivity, creation of alternatives, and understanding of his parcel boundary that is within the developed street. Rick indicated that he is in design development stage for the property with the following information:

- Planning to develop residential condo's
- He plans to bury the power lines along the frontage of the property. He got a quote from Avista last year (\$86,000)
- Providing egress to the property is a primary concern.

Rick asked to receive by email the concept alternatives for review, and then agreed to meet to discuss. I emailed him the plans on 5/13/2024

May 14, 2024

Phone call from Rick to JW

Rick indicated he had reviewed the alternatives.

- His preference is Alternative 3, which follows the existing alignment of the road. He agreed it made the most sense to keep the sidewalk continuous on the west side of the street.
- He prefers to have the sidewalk behind the curb, rather than following the existing worn footpath.
- He indicated he would work with the City on the dedication of right of way, with some caveats:
 - Big issue to Rick is to allow a northbound left turn out of the property.
 - Rick indicated he would like to have Community Development, Building Dept, Fire Dept. on board with this, he doesn't want a fight.
 - He thought that with some excavation of the slope, sight distance would be resolved, as it sounded like that had been a concern of the City in previous conversations about the property's egress.
 - With some coordination with City, he thought that a graded slope instead of retaining wall would be ok with his development, but they are working on grading plans and does not know the specifics yet.
- His schedule for development may happen ahead of the funding for sidewalk. I discussed the potential schedule for the TAP funding, application cycles, and time to develop a federal aid project, and that construction could be 3-4 years out.

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Appendix C – Cost Estimate

Project	17th Street Corridor Concept	Date: August 2024	
Client	Lewiston, ID		
Incidental Summary			

Item Description	Incidental/Assumptions
STANDARD 6-INCH VERTICAL CURB AND GUTTER	Gravel,excavation
CONCRETE SIDEWALKS, THICKNESS 4"	Gravel,excavation
PEDESTRIAN RAMP W/DETECTABLE WARNING DOMES	Gravel,excavation
CRUSHED AGGREGATE FOR BASE TYPE 1	12" of gravel under plant mix pavement - 140 lb/cf
PLANT MIX PAVEMENT - PATCHING	6' pavement transition from curb and gutter to existing pavement lane. 4" thickness - 155 lb/cf
RETAINING WALL	Backfill, excavation
STORM WATER IMPROVEMENTS (PIPE, BASIN,MANHOLE)	These improvements are from the 2001 Lewiston Storm Water Master Plan. From Figure 5.11A in the Master Plan pipe size 12" is to be placed from Vineyard Ave to 23rd Avenue and 18" pipe from 23rd Ave to 19th Ave (Approximate locations). Manholes to be placed every 300 ft. Catch basins to be placed 2 per block. For steeper areas a double catch basin will be needed.

ENGINEER'S OPINION OF PROBABLE COST

PROJECT: 17TH STREET GRADE CORRIDOR CONCEPT PHASE 1

DATE:

CLIENT: CITY OF LEWISTON

AUGUST 20, 2024

PROJECT DESCRIPTION: PHASE 1 - CONSTRUCTION OF SIDEWALK ON THE WESTSIDE OF 17TH STREET, 19TH AVENUE TO 25TH AVENUE. (NOT INCLUDING LEFT TURN BAY)

BID ITEM NO.	DESCRIPTION	SCHEDULE OF VALUES			
		QNTY	UNIT	UNIT PRICE	TOTAL COST
PHASE 1					
1.01	CLEARING & GRUBBING	1.0	LS	\$ 5,000.00	\$ 5,000.00
1.02	REMOVAL OF ASPHALT	520.0	SY	\$ 20.00	\$ 10,400.00
1.03	REMOVAL OF GUARDRAIL	100.0	FT	\$ 10.00	\$ 1,000.00
1.04	EXCAVATION	4,670.0	CY	\$ 35.00	\$ 163,450.00
1.05	STANDARD 6-INCH VERTICAL CURB AND GUTTER	900.0	LF	\$ 100.00	\$ 90,000.00
1.06	CONCRETE SIDEWALKS, THICKNESS 4"	500.0	SY	\$ 110.00	\$ 55,000.00
1.07	PEDESTRIAN RAMP W/DETECTABLE WARNING DOMES	2.0	EA	\$ 6,000.00	\$ 12,000.00
1.08	CRUSHED AGGREGATE FOR BASE TYPE 1	880.0	TON	\$ 50.00	\$ 44,000.00
1.09	PLANT MIX PAVEMENT - PATCHING	130.0	TON	\$ 250.00	\$ 32,500.00
1.10	RETAINING WALL	1,350.0	SF	\$ 100.00	\$ 135,000.00
1.11	CONSTRUCTION TRAFFIC CONTROL	1.0	LS	\$ 20,000.00	\$ 20,000.00
1.12	MOBILIZATION	1.0	LS	\$ 124,800.00	\$ 124,800.00
1.13	18" STORM SEWER PIPE	1,400.0	FT	\$ 70.00	\$ 98,000.00
1.14	12" STORM SEWER PIPE	800.0	FT	\$ 60.00	\$ 48,000.00
1.15	CATCH BASIN	5.0	EA	\$ 3,000.00	\$ 15,000.00
1.16	MANHOLE	5.0	EA	\$ 5,000.00	\$ 25,000.00
1.17	PLANT MIX PAVEMENT-STORM TRENCH PATCH BACK	200.0	TON	\$ 250.00	\$ 50,000.00
1.18	SURVEY	1.0	LS	\$ 10,000.00	\$ 10,000.00
1.19	RETROFIT CURB RAMP	1.0	EA	\$ 5,500.00	\$ 5,500.00
1.20	CONCRETE BARRICADE	120.0	FT	\$ 100.00	\$ 12,000.00
1.21	TRAFFIC CONTROL	1.0	LS	\$ 25,000.00	\$ 25,000.00
 J·U·B ENGINEERS, INC.	CONSTRUCTION TOTAL				\$ 981,650.00
	CONTINGENCY (30%)				\$ 295,000.00
	RIGHT OF WAY ACQUISITION (\$4/SF)				\$ 62,424.00
	PE (15%)				\$ 148,000.00
	CEI (10%)				\$ 99,000.00
PROJECT TOTAL				\$ 1,586,074.00	
A: 846 SIXTH STREET, CLARKSTON, WA 99403 P: (509) 254-6011 F: (844) 830-2645					
ENGINEER'S OPINION OF PROBABLE COST					

J-U-B ENGINEERS, Inc.

846 6th St.

Clarkston, WA 99403

(509) 254-6011

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PROJECT: 17TH STREET GRADE CORRIDOR CONCEPT PHASE 1 ADD ALT					DATE:
CLIENT: CITY OF LEWISTON					AUGUST 20, 2024
PROJECT DESCRIPTION: PHASE 1 ADD ALT - CONSTRUCTION OF NORTHBOUND LEFT TURNBAY ONTO 25TH AVE					
BID	DESCRIPTION	SCHEDULE OF VALUES			
ITEM NO.		QNTY	UNIT	UNIT PRICE	TOTAL COST
PHASE 1					
1.01	CLEARING & GRUBBING	1.0	LS	\$ 5,000.00	\$ 5,000.00
1.02	REMOVAL OF ASPHALT	110.0	SY	\$ 20.00	\$ 2,200.00
1.03	EXCAVATION	400.0	CY	\$ 35.00	\$ 14,000.00
1.04	CRUSHED AGGREGATE FOR BASE TYPE 1	560.0	TON	\$ 50.00	\$ 28,000.00
1.05	PLANT MIX PAVEMENT	210.0	TON	\$ 250.00	\$ 52,500.00
1.06	PAVEMENT LINE PAINT	1610	SF	\$ 10.00	\$ 16,100.00
1.07	THERMOPLASTIC PAVEMENT MARKINGS	300	SF	\$ 20.00	\$ 6,000.00
1.08	MOBILIZATION	1	LS	\$ 20,100.00	\$ 20,100.00
1.09	TRAFFIC CONTROL	1	LS	\$ 10,000.00	\$ 10,000.00
 J·U·B ENGINEERS, INC.	CONSTRUCTION TOTAL				\$ 153,900.00
	CONTINGENCY (30%)				\$ 47,000.00
	RIGHT OF WAY ACQUISITION (\$4/SF)				\$ 39,200.00
	PE (15%)				\$ 24,000.00
	CEI (10%)				\$ 16,000.00
PROJECT TOTAL					\$ 280,100.00
A: 846 SIXTH STREET, CLARKSTON, WA 99403		P: (509) 254-6011		F: (844) 830-2645	
ENGINEER'S OPINION OF PROBABLE COST					

J-U-B ENGINEERS, Inc.
846 6th St.
Clarkston, WA 99403

(509) 254-6011
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ENGINEER'S OPINION OF PROBABLE COST

PROJECT: 17TH STREET GRADE CORRIDOR CONCEPT PHASE 2

CLIENT: CITY OF LEWISTON

DATE:

AUGUST 20, 2024

PROJECT DESCRIPTION: PHASE 2 - CONSTRUCTION OF SIDEWALK ON THE WESTSIDE OF 17TH STREET, 25TH AVENUE TO STEWART AVENUE

BID ITEM NO.	DESCRIPTION	SCHEDULE OF VALUES			
		QNTY	UNIT	UNIT PRICE	TOTAL COST
PHASE 2					
2.01	CLEARING & GRUBBING	1.0	LS	\$ 5,000.00	\$ 5,000.00
2.02	REMOVAL OF ASPHALT	340.0	SY	\$ 20.00	\$ 6,800.00
2.03	STANDARD 6-INCH VERTICAL CURB AND GUTTER	500.0	LF	\$ 100.00	\$ 50,000.00
2.04	CONCRETE SIDEWALKS, THICKNESS 4"	350.0	SY	\$ 110.00	\$ 38,500.00
2.05	CONCRETE DRIVEWAY APPROACH	30.0	SY	\$ 150.00	\$ 4,500.00
2.06	PEDESTRIAN RAMP W/DETECTABLE WARNING DOMES	4.0	EA	\$ 6,000.00	\$ 24,000.00
2.07	CRUSHED AGGREGATE FOR BASE TYPE 1	210.0	TON	\$ 50.00	\$ 10,500.00
2.08	PLANT MIX PAVEMENT - PATCHING	80.0	TON	\$ 250.00	\$ 20,000.00
2.09	CONSTRUCTION TRAFFIC CONTROL	1.0	LS	\$ 20,000.00	\$ 20,000.00
2.10	MOBILIZATION	1.0	LS	\$ 43,200.00	\$ 43,200.00
2.11	12" PIPE	400.0	FT	\$ 60.00	\$ 24,000.00
2.12	CATCH BASIN	7.0	EA	\$ 3,000.00	\$ 21,000.00
2.13	MANHOLE	5.0	EA	\$ 5,000.00	\$ 25,000.00
2.14	SURVEY	1.0	LS	\$ 10,000.00	\$ 10,000.00
2.15	BUFFER STRIP-ROCK SURFACING	140.0	SY	\$ 25.00	\$ 3,500.00
2.16	TRAFFIC CONTROL	1.0	LS	\$ 25,000.00	\$ 25,000.00
 J-U-B ENGINEERS, INC.	CONSTRUCTION TOTAL				\$ 331,000.00
	CONTINGENCY (30%)				\$ 100,000.00
	PE (15%)				\$ 50,000.00
	CEI (10%)				\$ 34,000.00
	PROJECT TOTAL				\$ 515,000.00
A: 846 SIXTH STREET, CLARKSTON, WA 99403 P: (509) 254-6011 F: (844) 830-2645					
ENGINEER'S OPINION OF PROBABLE COST					

J-U-B ENGINEERS, Inc.

846 6th St.

Clarkston, WA 99403

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ENGINEER'S OPINION OF PROBABLE COST

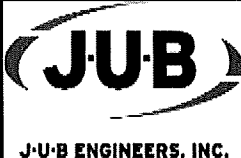
PROJECT: 17TH STREET GRADE CORRIDOR CONCEPT PHASE 3

DATE:

CLIENT: CITY OF LEWISTON

AUGUST 20, 2024

PROJECT DESCRIPTION: PHASE 3 - CONSTRUCTION OF SIDEWALK ON THE WESTSIDE OF 17TH STREET, STEWART AVENUE TO VISTA AVENUE

BID ITEM NO.	DESCRIPTION	SCHEDULE OF VALUES			
		QNTY	UNIT	UNIT PRICE	TOTAL COST
PHASE 3					
3.01	CLEARING & GRUBBING	1.0	LS	\$ 5,000.00	\$ 5,000.00
3.02	REMOVAL OF ASPHALT	400.0	SY	\$ 20.00	\$ 8,000.00
3.03	STANDARD 6-INCH VERTICAL CURB AND GUTTER	590.0	LF	\$ 100.00	\$ 59,000.00
3.04	CONCRETE SIDEWALKS, THICKNESS 4"	260.0	SY	\$ 110.00	\$ 28,600.00
3.05	CONCRETE DRIVEWAY APPROACH	110.0	SY	\$ 150.00	\$ 16,500.00
3.06	PEDESTRIAN RAMP W/DETECTABLE WARNING DOMES	2.0	EA	\$ 6,000.00	\$ 12,000.00
3.07	CRUSHED AGGREGATE FOR BASE TYPE 1	250.0	TON	\$ 50.00	\$ 12,500.00
3.08	PLANT MIX PAVEMENT- PATCHING	100.0	TON	\$ 50.00	\$ 5,000.00
3.09	CONSTRUCTION TRAFFIC CONTROL	1.0	LS	\$ 20,000.00	\$ 20,000.00
3.10	MOBILIZATION	1.0	LS	\$ 31,000.00	\$ 31,000.00
3.11	SURVEY	1.0	LS	\$ 10,000.00	\$ 10,000.00
3.12	BUFFER STRIP-ROCK SURFACING	200.0	SY	\$ 25.00	\$ 5,000.00
3.13	TRAFFIC CONTROL	1.0	LS	\$ 25,000.00	\$ 25,000.00
 J·U·B ENGINEERS, INC.	CONSTRUCTION TOTAL				\$ 237,600.00
	CONTINGENCY (30%)				\$ 72,000.00
	PE (15%)				\$ 36,000.00
	CEI (10%)				\$ 24,000.00
	PROJECT TOTAL				\$ 369,600.00
A: 846 SIXTH STREET, CLARKSTON, WA 99403 P: (509) 254-6011 F: (844) 830-2645					
ENGINEER'S OPINION OF PROBABLE COST					

J-U-B ENGINEERS, Inc.

846 6th St.

Clarkston, WA 99403

(509) 254-6011

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ENGINEER'S OPINION OF PROBABLE COST

PROJECT: 17TH STREET GRADE CORRIDOR CONCEPT PHASE 4

CLIENT: CITY OF LEWISTON

DATE:

AUGUST 20, 2024

PROJECT DESCRIPTION: PHASE 4 - CONSTRUCTION OF SIDEWALK ON THE WESTSIDE OF 17TH STREET, VISTA AVENUE TO PRESTON AVENUE

BID ITEM NO.	DESCRIPTION	SCHEDULE OF VALUES			
		QNTY	UNIT	UNIT PRICE	TOTAL COST
PHASE 4					
4.01	CLEARING & GRUBBING	1.0	LS	\$ 5,000.00	\$ 5,000.00
4.02	REMOVAL OF ASPHALT	190.0	SY	\$ 20.00	\$ 3,800.00
4.03	STANDARD 6-INCH VERTICAL CURB AND GUTTER	280.0	LF	\$ 100.00	\$ 28,000.00
4.04	CONCRETE SIDEWALKS, THICKNESS 4"	240.0	SY	\$ 110.00	\$ 26,400.00
4.05	CONCRETE DRIVEWAY APPROACH	50.0	SY	\$ 150.00	\$ 7,500.00
4.06	PEDESTRIAN RAMP W/DETECTABLE WARNING DOMES	6.0	EA	\$ 6,000.00	\$ 36,000.00
4.07	CRUSHED AGGREGATE FOR BASE TYPE 1	120.0	TON	\$ 50.00	\$ 6,000.00
4.08	PLANT MIX PAVEMENT- PATCHING	50.0	TON	\$ 250.00	\$ 12,500.00
4.09	CONSTRUCTION TRAFFIC CONTROL	1.0	LS	\$ 20,000.00	\$ 20,000.00
4.10	MOBILIZATION	1.0	LS	\$ 27,400.00	\$ 27,400.00
4.11	SURVEY	1.0	LS	\$ 10,000.00	\$ 10,000.00
4.12	BUFFER STRIP-ROCK SURFACING	80.0	SY	\$ 25.00	\$ 2,000.00
4.13	TRAFFIC CONTROL	1.0	LS	\$ 25,000.00	\$ 25,000.00
	CONSTRUCTION TOTAL				\$ 209,600.00
	CONTINGENCY (15%)				\$ 63,000.00
	RIGHT OF WAY ACQUISITION (\$4/SF)				\$ 1,400.00
	PE (15%)				\$ 32,000.00
	CEI (10%)				\$ 21,000.00
	PROJECT TOTAL				\$ 327,000.00
A: 846 SIXTH STREET, CLARKSTON, WA 99403 P: (509) 254-6011 F: (844) 830-2645					
ENGINEER'S OPINION OF PROBABLE COST					

J-U-B ENGINEERS, Inc.

846 6th St.

Clarkston, WA 99403

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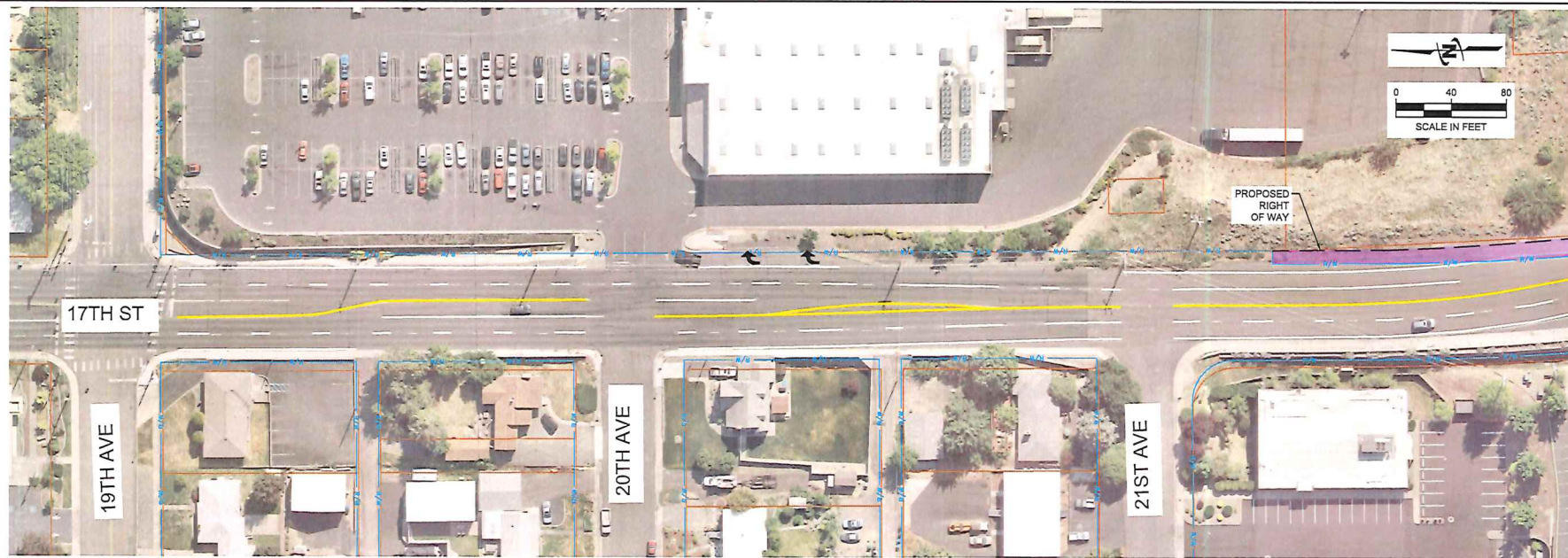
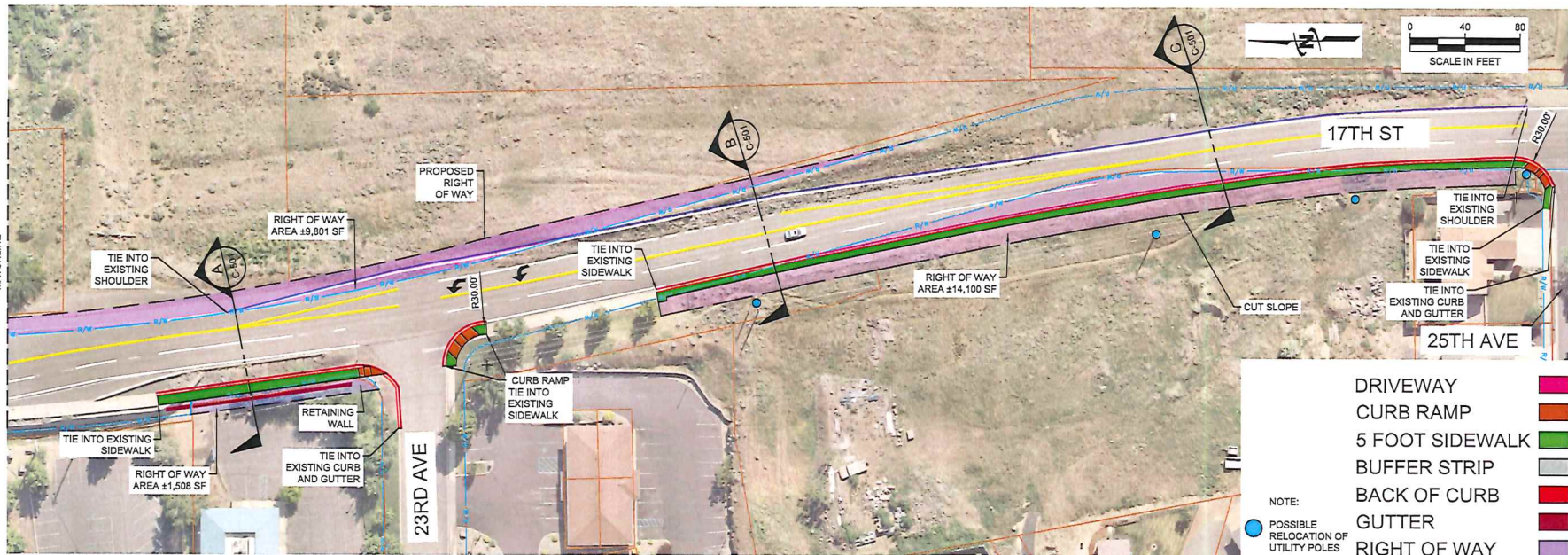


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Appendix D – Alternative 3

CURRENT SHEET LAYOUT 1
 MATCHLINE
 SEE SHEET 1

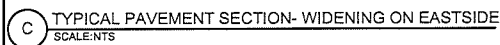
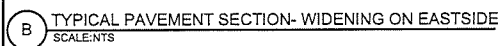
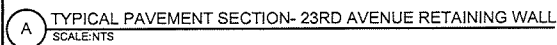


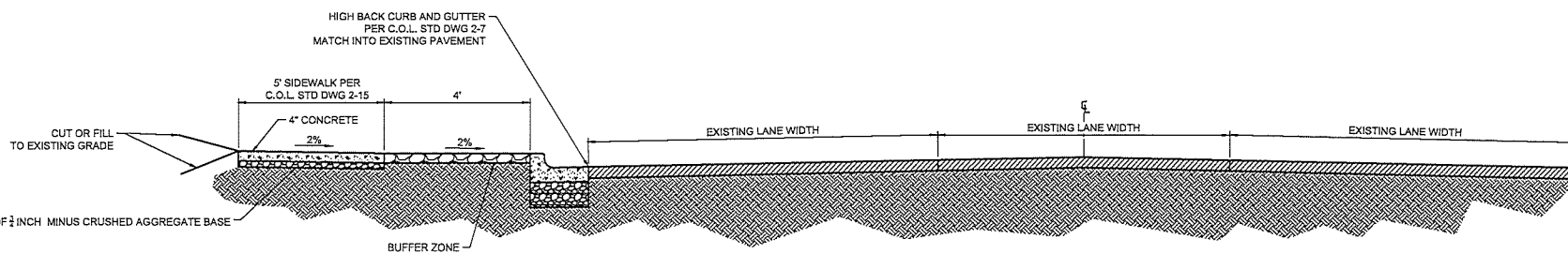
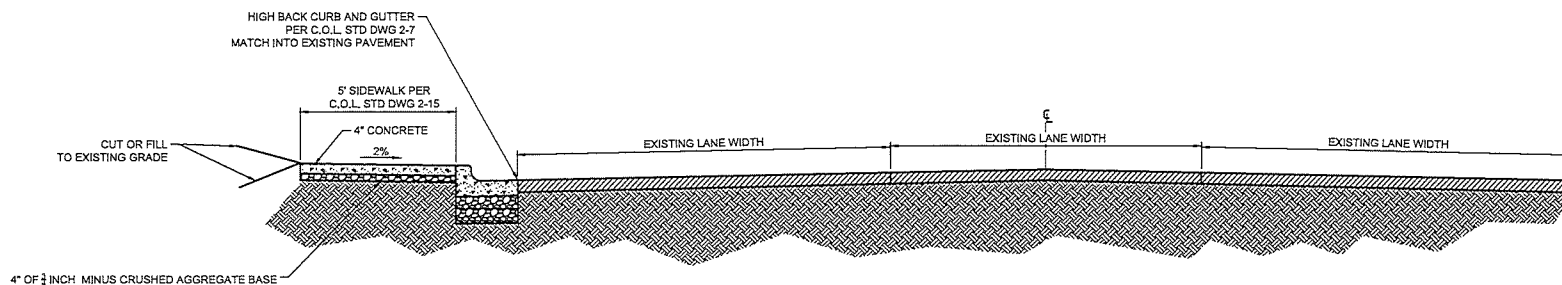
MATCHLINE
 CURRENT SHEET LAYOUT 2

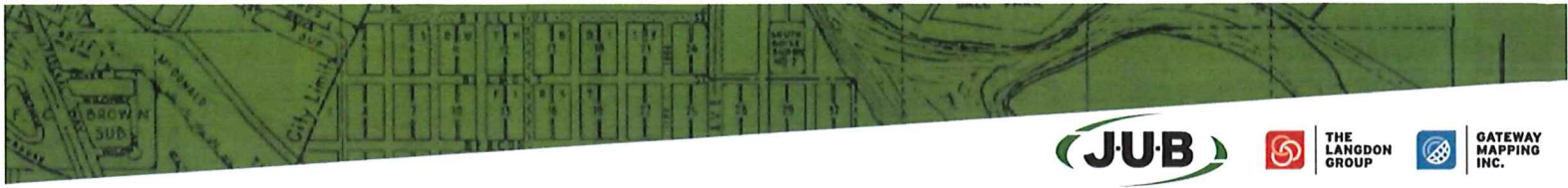
JUB J-U-B ENGINEERS, INC.	
846 6th Street Clarkston, WA 99403 Phone: 509.254.0011 www.jub.com	
PRELIMINARY PLANS	NOT FOR CONSTRUCTION
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DRAWING: 1	SHEET: 1 OF 5



		JUB ENGINEERS, INC. 846 8th Street Clarkston, WA 99403 Phone: 509.254.0011 www.jub.com	
PRELIMINARY PLANS		NOT FOR CONSTRUCTION	
DATE OF DRAWING: 6/2/2014 JUB SHALL RETAIN ALL RIGHTS IN THIS DRAWING. NO PART OF THIS DRAWING OR THE INFORMATION CONTAINED HEREIN SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF JUB ENGINEERS, INC.		REVISION NO. DESCRIPTION BY DATE	
17TH STREET GRADE CORRIDOR CONCEPT CITY OF LEWISTON SIDEWALK WEST SIDE 25TH AVE TO GOODWILL PARKING LOT ALTERNATIVE 3		FILE: 17-24-017 RECOMMENDED JUB PROJ. # 17-24-017 DESIGNED BY: JUB CHECKED BY: JUB AT FULL SIZE, IF NOT ONE LAST UPDATED: 6/2/2014	
DRAWING: 2		SHEET: 2 OF 5	

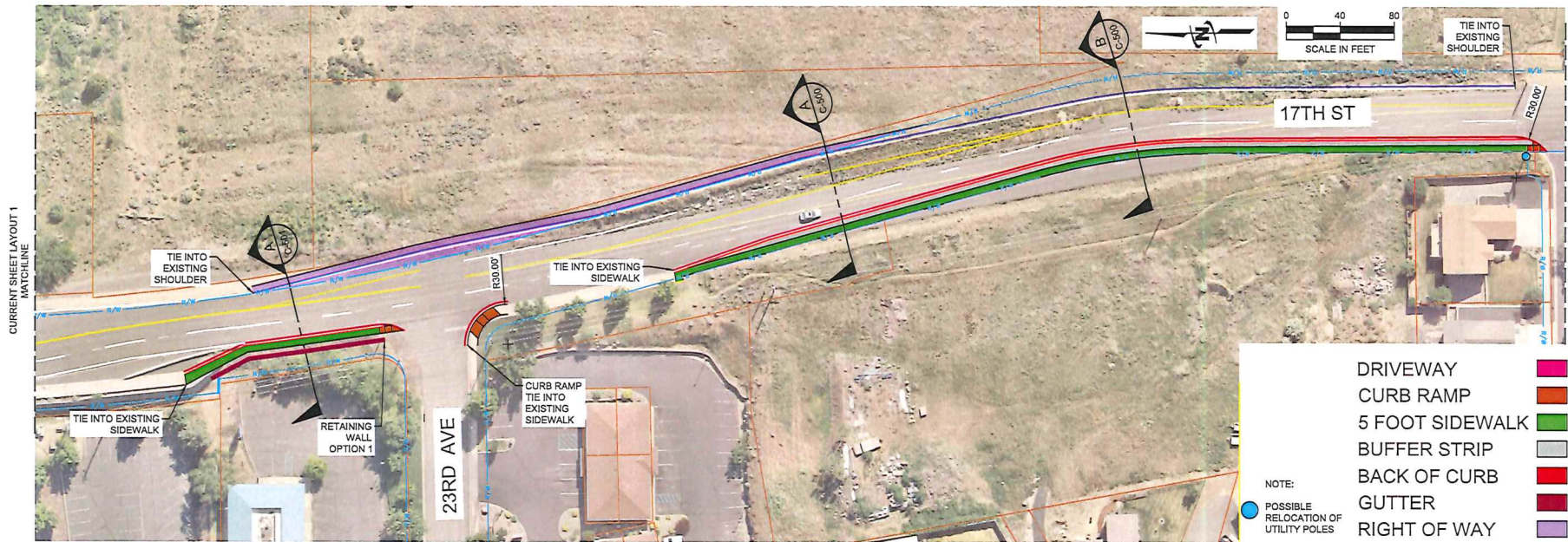
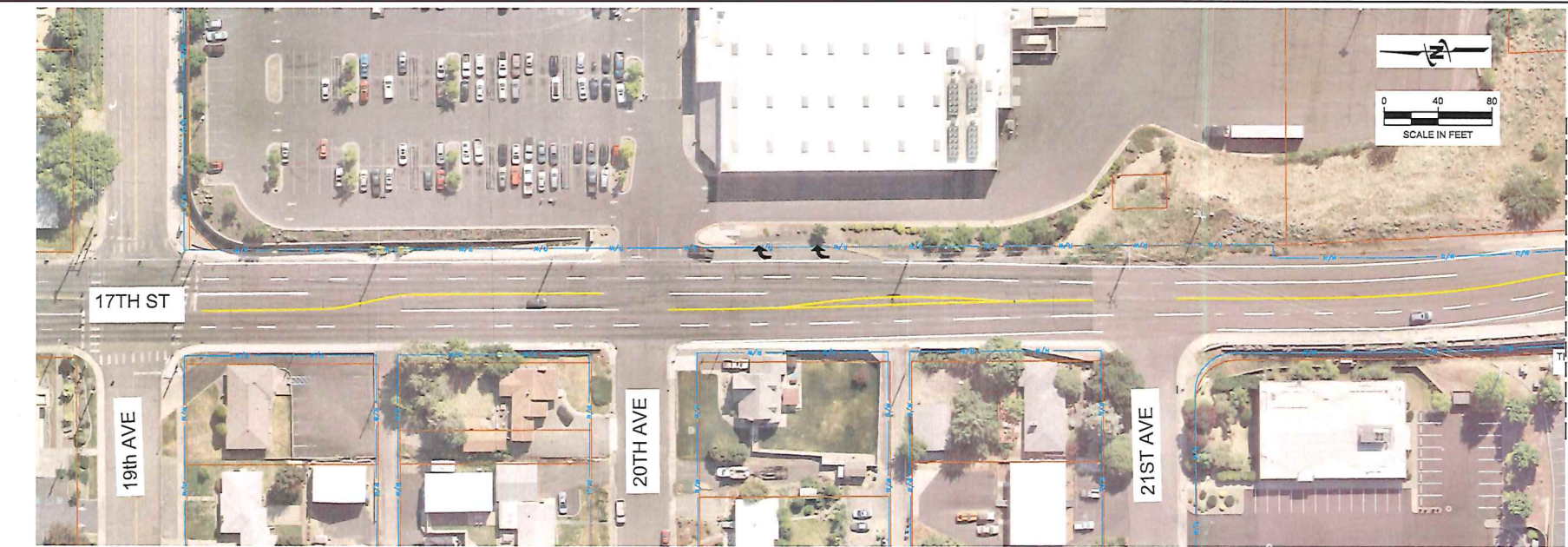




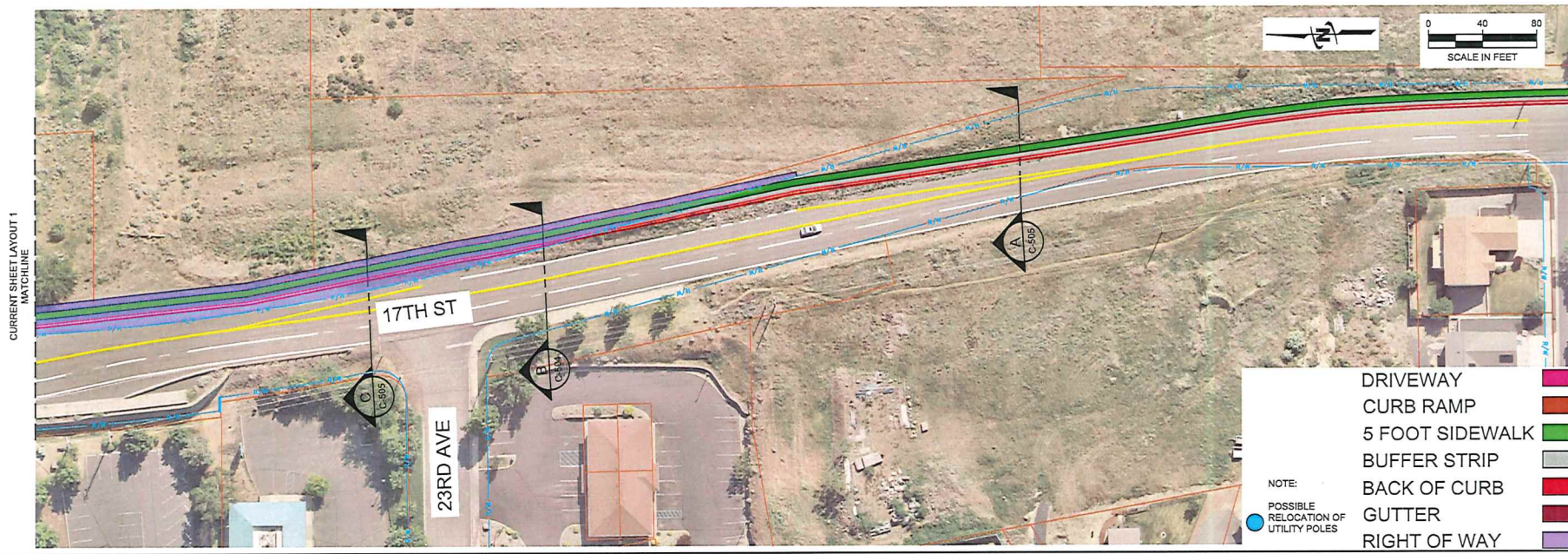
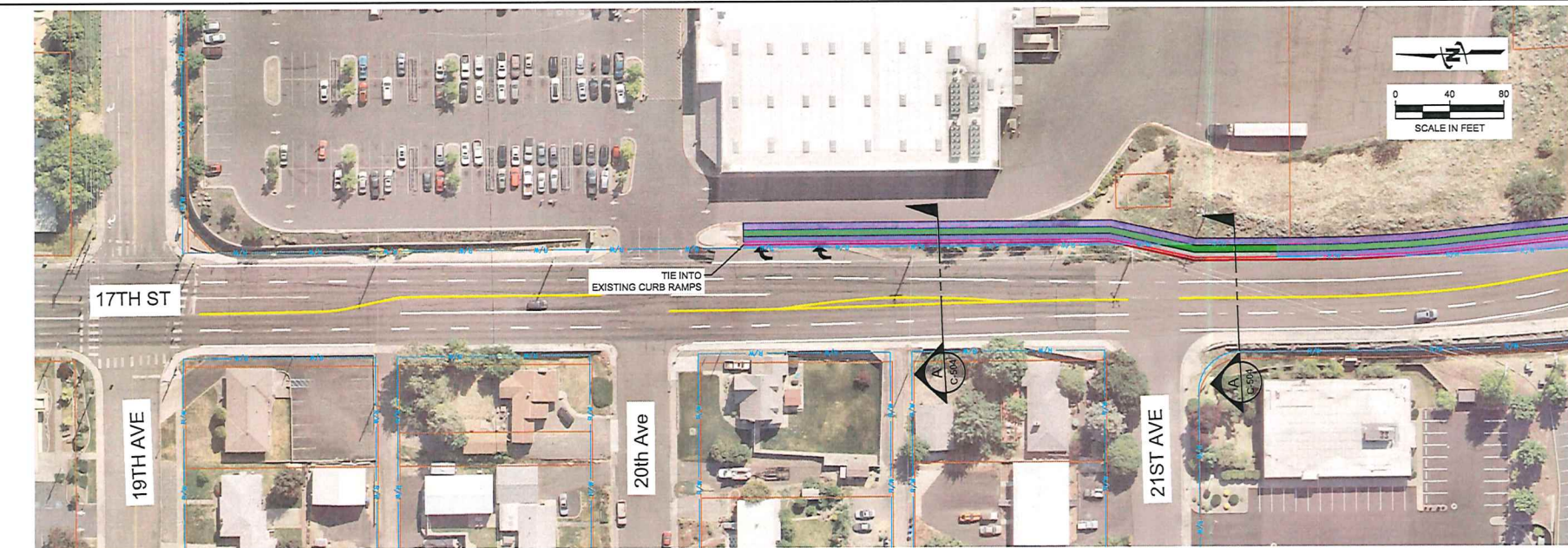


Appendix E– Alternative 1 & 2

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 Plotter: JUB-ENG
 Plot Scale: 1"=40'
 Plot Orientation: Landscape
 Plot Title: 17th Street Grade Corridor Concept
 Plot User: JUB-ENG



 JUB-ENGINEERS, INC. 846 6th Street Clarkston, WA 99403 Phone: 509.254.8011 www.jub.com	
PRELIMINARY PLANS NOT FOR CONSTRUCTION	17TH STREET GRADE CORRIDOR CONCEPT CITY OF LEWISTON SHIFT ROAD - SIDEWALK WEST SIDE 19TH AVE TO 21ST AVE ALTERNATIVE 1
FILE: 01-24-017 - ALTERNATIVE 1 JUB PROJ: 01-24-017 DRAWN BY: JUB DESIGN BY: JUB CHECKED BY: JUB AT FINAL SCALE, IF NOT ONE DRAWING: 1 SHEET: 1 OF 15	REVISIONS NO. DESCRIPTION BY DATE



NOTE:
 POSSIBLE RELOCATION OF UTILITY POLES

- DRIVEWAY
- CURB RAMP
- 5 FOOT SIDEWALK
- BUFFER STRIP
- BACK OF CURB
- GUTTER
- RIGHT OF WAY

JUB ENGINEERS, INC.
 846 6th Street
 Clarkston, WA 99403
 Phone: 509.264.6011
 www.jub.com

PRELIMINARY PLANS

NOT FOR CONSTRUCTION

17TH STREET GRADE CORRIDOR CONCEPT
 CITY OF LEWISTON

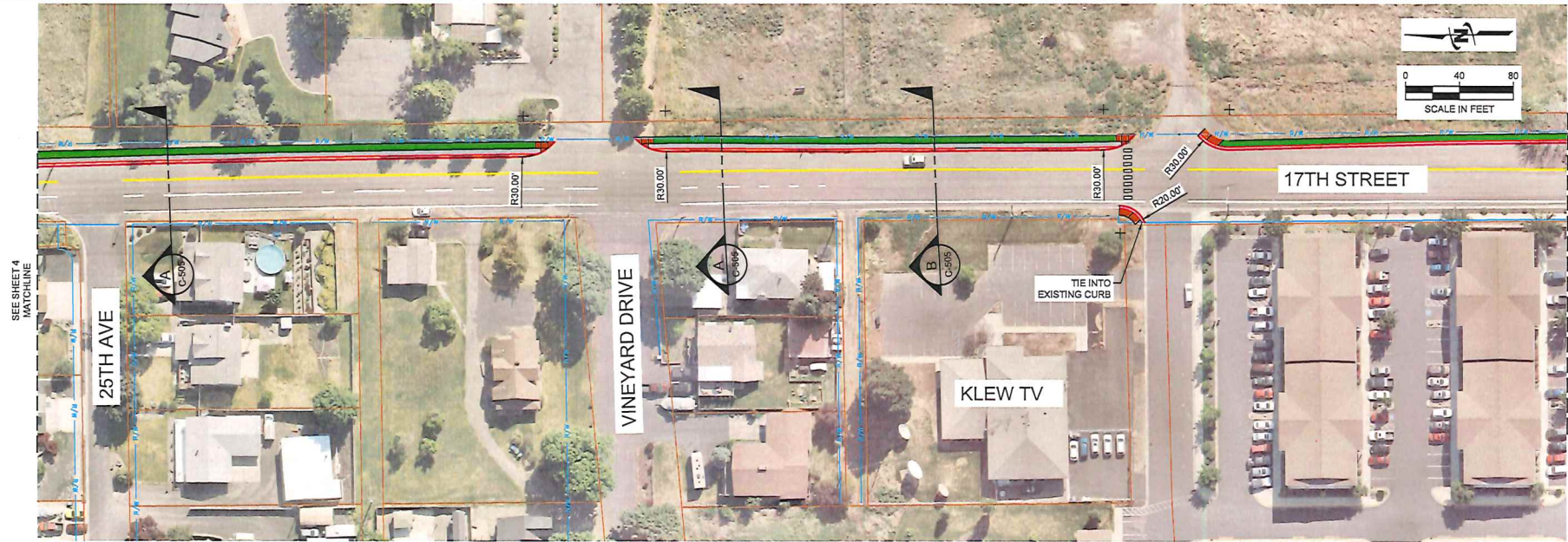
SIDEWALK EAST SIDE- CROSS AT KLEW
 19TH AVE TO 25TH AVE
 ALTERNATIVE 2

FILE: 07-24017-ALTERNATIVE2
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 CHECKED BY: JUB
 AT FULL SIZE, IF NOT ONE
 LAST UPDATED: 11/10/24

DRAWING: 4

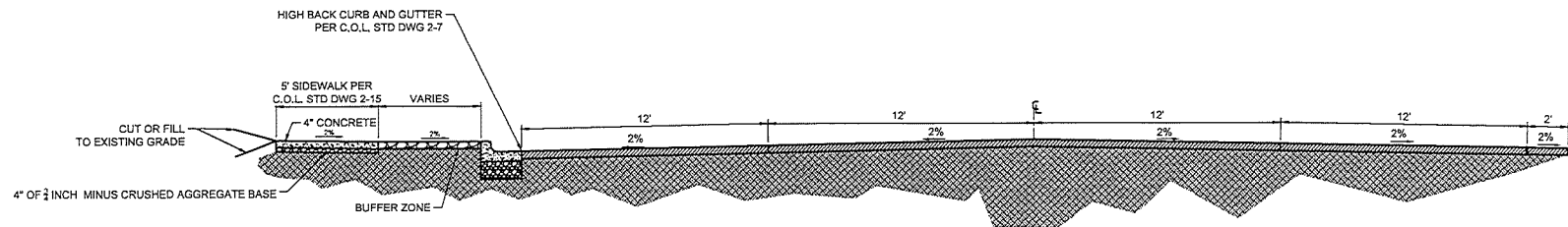
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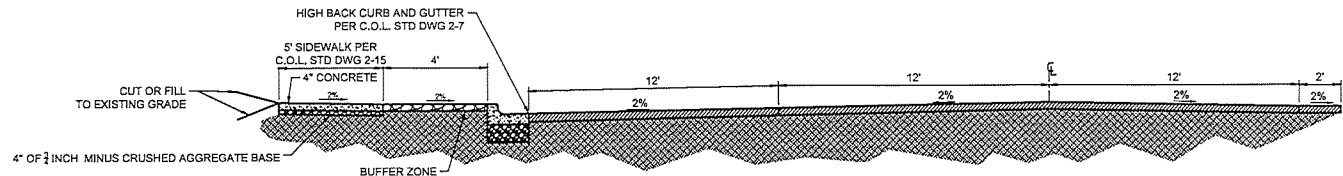
 JUB ENGINEERS, INC. 846 6th Street Clarkston, WA 99403 Phone: 509.254.8011 www.jub.com	
PRELIMINARY PLANS	NOT FOR CONSTRUCTION
17TH STREET GRADE CORRIDOR CONCEPT CITY OF LEWISTON SIDEWALK EAST SIDE CROSS AT KLEW 25TH AVE TO SIDEWALK PARKING LOT ALTERNATIVE 2	
FILE: 07-24-017, CALTERNATIVE2 JUB PROJ # 07-24-017 DRAWN BY: JC DESIGN BY: JC CHECKED BY: GJM AT FULL SCALE, IF NOT ONE LAST UPDATED: 01/12/2024	
DRAWING: 5	
SHEET: 5 OF 15	

PLT 10/14/11 10:10 AM Plotted By: Doug Cullen
C:\Users\jacob\Documents\17th Street\17th Street\17th Street.dwg



NOTE:
1. SECTION WILL HAVE A 75 FT TAPER
2. BUFFER ZONE WILL VARY WITH A MAX WIDTH OF 4 FT

A TYPICAL PAVEMENT SECTION- RECONSTRUCTION WITH LEFT TURN LANE
SCALE: NTS



B TYPICAL PAVEMENT SECTION- RECONSTRUCTION
SCALE: NTS



JUB ENGINEERS, INC.
846 6th Street
Clarkston, WA 99403
Phone: 509.254.6011
www.jub.com

PRELIMINARY PLANS
NOT FOR CONSTRUCTION

NO.	REVISION	DATE
1		
2		
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10		

17TH STREET GRADE CORRIDOR CONCEPT
CITY OF LEWISTON
TYPICAL SECTIONS

FILE: 0124017 C-500
JUB PROJECT # 0124017
DRAWN BY: SC
DESIGN BY: SC
CHECKED BY: ELM
AT FULL SIZE, IF NOT ONE
LAST UPDATED: 4/11/2011

DRAWING:
C-500
SHEET: 10 OF 15

PROJECT: 17TH STREET GRADE CORRIDOR CONCEPT CITY OF LEWISTON
 DRAWING: C-501
 SHEET: 11 OF 15



JUB ENGINEERS, INC.
 846 6th Street
 Clarkston, WA 99403
 Phone: 509.254.8011
 www.jub.com

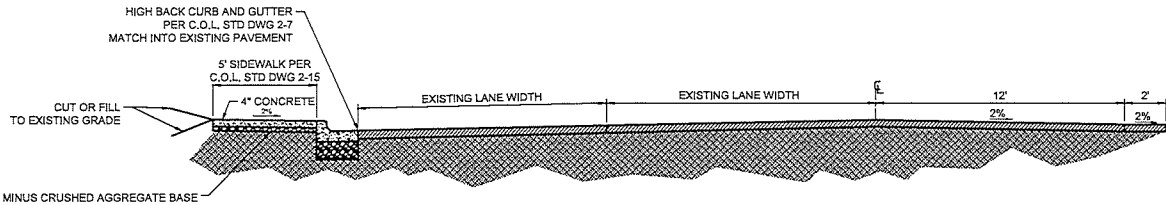
PRELIMINARY
 PLANS
 NOT FOR
 CONSTRUCTION

NO.	REVISION	DATE	BY	CHK
1	ISSUED FOR PERMIT			
2	FOR REVIEW			
3	FOR REVIEW			
4	FOR REVIEW			
5	FOR REVIEW			
6	FOR REVIEW			
7	FOR REVIEW			
8	FOR REVIEW			
9	FOR REVIEW			
10	FOR REVIEW			

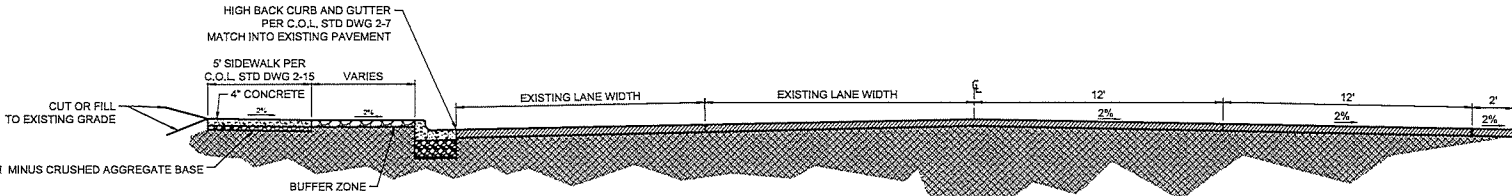
17TH STREET GRADE CORRIDOR CONCEPT
 CITY OF LEWISTON
 TYPICAL SECTIONS

FILE: 17-24-017 C-501
JUB PROJECT: 17-24-017
DRAWN BY: JC
DESIGNED BY: JC
CHECKED BY: GWW
DATE: 07/24/2017
AT FULL SIZE, IF NOT ONE FROM SCALE APPROPRIATELY
LAST UPDATED: 07/24/2017

DRAWING:
 C-501
 SHEET: 11 OF 15

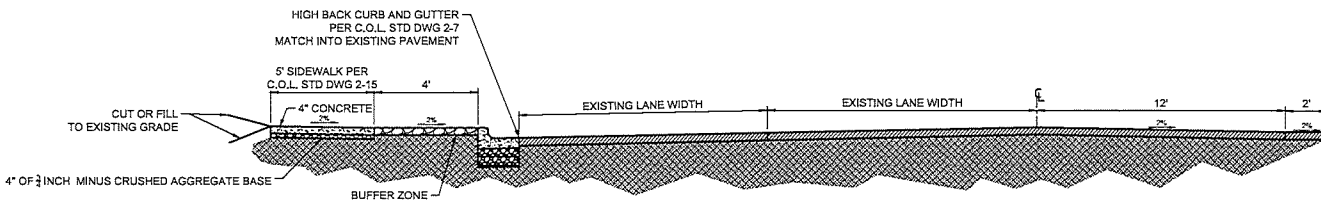


A TYPICAL PAVEMENT SECTION- WIDENING ON EAST SIDE
 SCALE: NTS

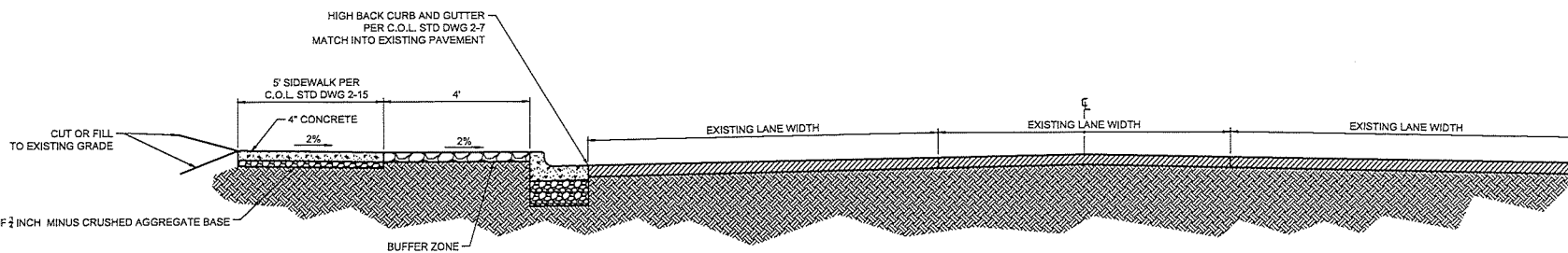
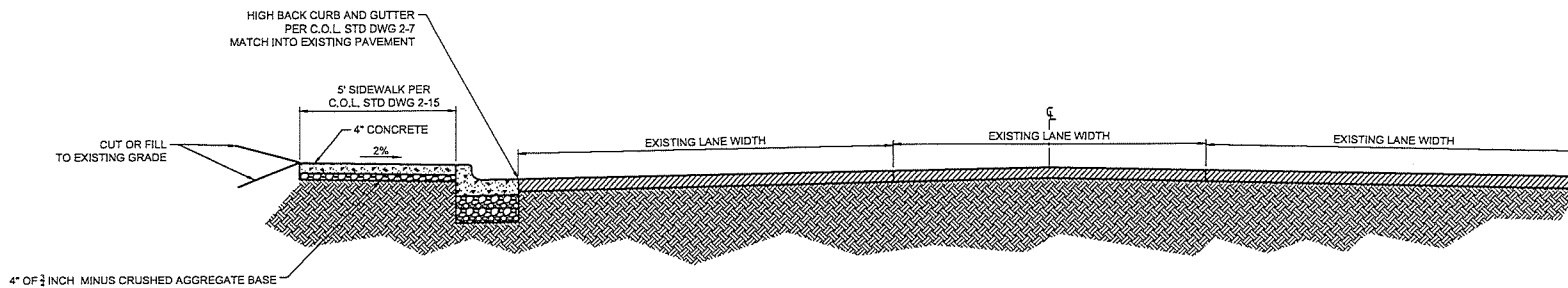


NOTE:
 1. SECTION WILL HAVE A 75 FT TAPER
 2. BUFFER ZONE WILL VARY WITH A MAX WIDTH OF 4 FT

B TYPICAL PAVEMENT SECTION- WIDENING ON EASTSIDE
 SCALE: NTS



C TYPICAL PAVEMENT SECTION- WIDENING ON EASTSIDE
 SCALE: NTS

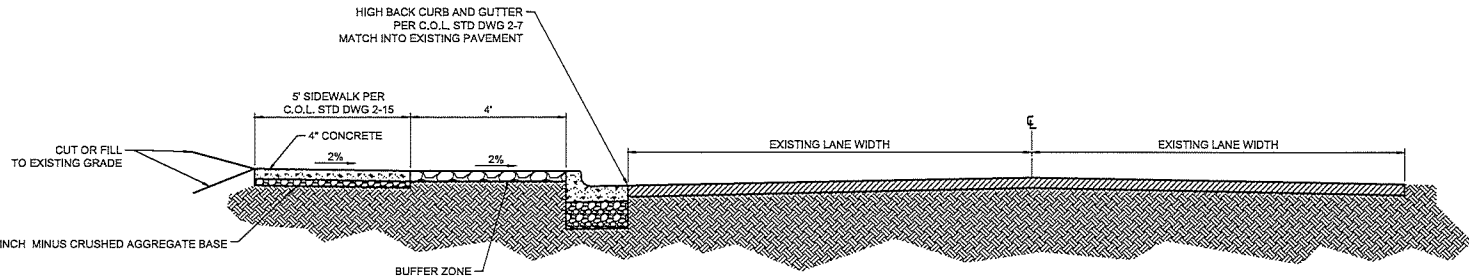


NO.	REVISION	DATE

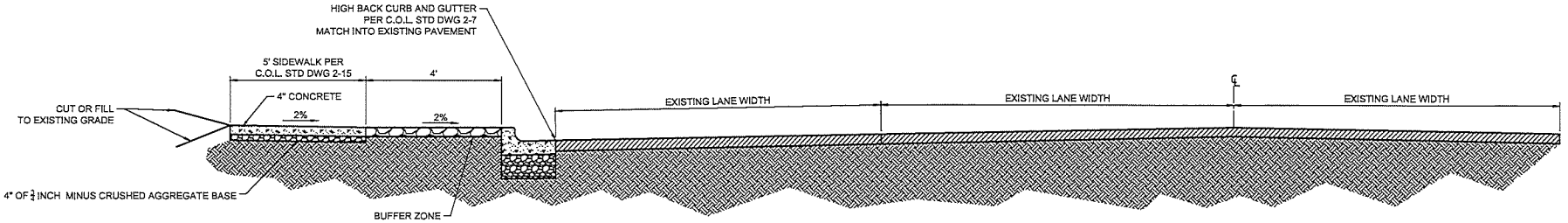
17TH STREET GRADE CORRIDOR CONCEPT
CITY OF LEWISTON
TYPICAL SECTIONS

FILE: 07-24-017_C-503
JUB PROJ # 07-24-017
DRAWN BY: JC
DESIGN BY: JC
CHECKED BY: GJM
DATE: 07/24/07
AT FULL SIZE, IF NOT ONE FROM SCALE, APPROXIMATELY
LAST UPDATED: 07/24/07

DRAWING:
C-503
SHEET: 13 OF 15

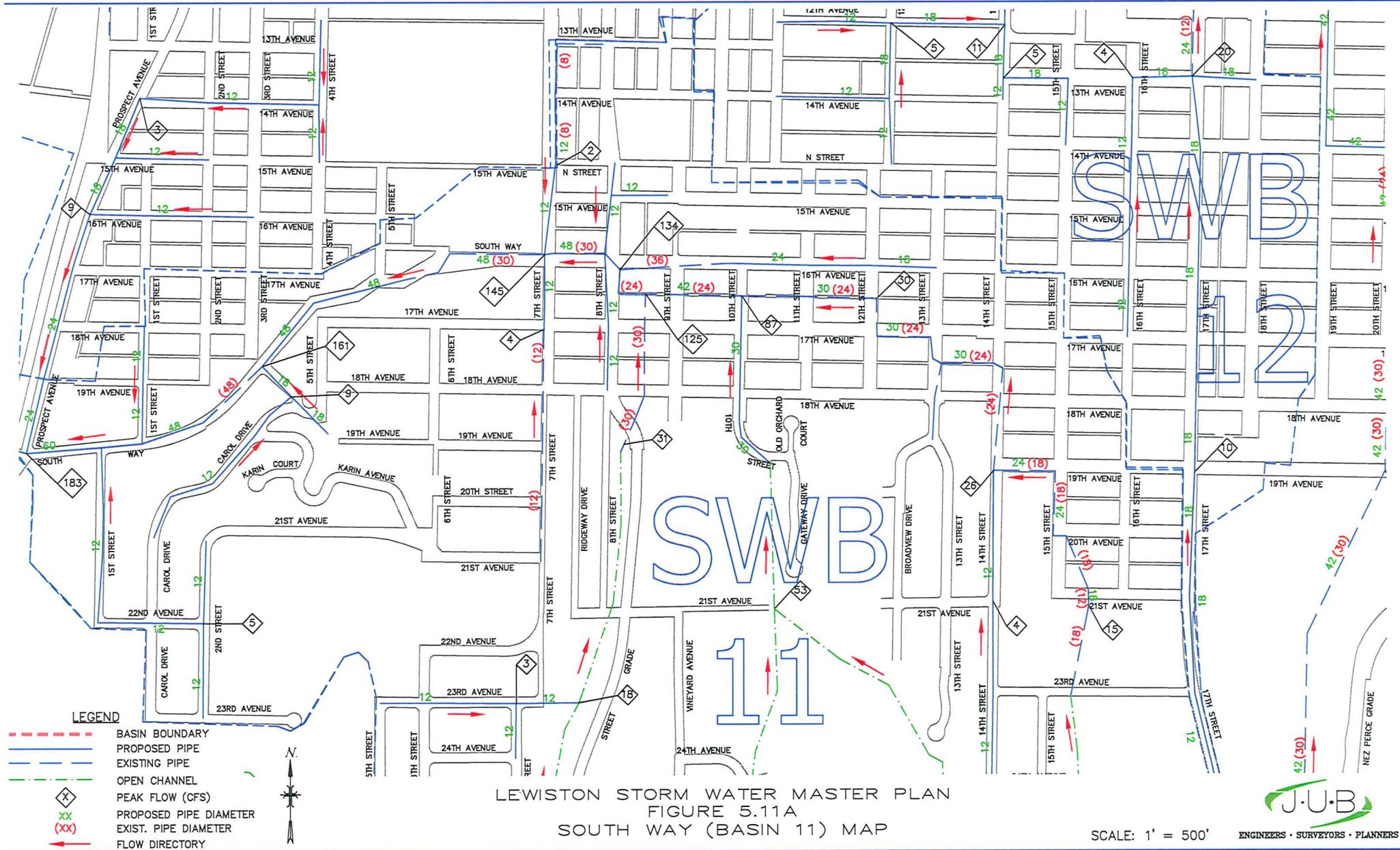


A TYPICAL PAVEMENT SECTION- ONE LANE BOTH DIRECTIONS WITH BUFFER
SCALE: NTS



B TYPICAL PAVEMENT SECTION- TWO LANES BOTH DIRECTIONS WITH BUFFER
SCALE: NTS

Map from Stormwater Master Plan as referenced by Public Works





Re: Notice of Public Hearing June 10th 2026

1 message

North Fork <dougjamesvandals@gmail.com>

Tue, Jun 2, 2026 at 8:39 AM

To: Dawn Ortiz <dortiz@cityoflewiston.org>

Thank you Dawn! I wish Rick would simply build 1 level homes to complete the subdivision, 2.6 acres so with a road and such perhaps he can build 6 spec type homes which are in great demand if under 450k. Not opposed to more family homes.

Thanks for your help,

Doug

On Mon, Jun 1, 2026, 2:47 PM Dawn Ortiz <dortiz@cityoflewiston.org> wrote:

Thank you, Kim and Doug. We'll pass this information along to the Planning and Zoning Commission.

Dawn Ortiz

Community Development Office Supervisor
City of Lewiston



T 208.746.1318 Ext 7265

215 D Street

P.O. Box 617

Lewiston, ID 83501

www.cityoflewiston.org

On Mon, Jun 1, 2026 at 10:45 AM North Fork <dougjamesvandals@gmail.com> wrote:

Hi Dawn,

I wanted to convey my wife Kim's thoughts as well as my own ..we both feel that attached paragraph 1 The Purpose of the covenants that were highly promoted by the developer that convinced us to invest and build our dream home. Compatibility is the key and nobody could honestly think a 50ft tall apartment complex is compatible to a new sub division with single family homes why Rick Keane himself drew up the protective covenants to insure those purchasing his lots would be guaranteed paragraph 1.

I have also included the plat map with the height restrictions indicated clearly once again Rick was stipulating this to insure all who built their homes their views would be protected and as their homes values as paragraph 1 mentions would not be jeopardized.

Paragraph 1 forbids rezoning for commerical use succinctly.

To me this should not even be discussed not debated it's not subjective.

Thank you,
Kim and Doug James
1621 25th Ave
Lewiston

On Tue, May 26, 2026, 2:09 PM Dawn Ortiz <dortiz@cityoflewiston.org> wrote:

Thank you for your comments, Doug. Your email will be provided to the Planning and Zoning Commission. In regard to your question, all residences within 330 feet of the property were mailed a public notice notification.

Dawn Ortiz

Community Development Office Supervisor
City of [Lewiston](#)



T 208.746.1318 Ext 7265

215 D Street

P.O. Box 617

Lewiston, ID 83501

www.cityoflewiston.org

On Tue, May 26, 2026 at 2:03 PM Douglas James <Douglas.James@bcidaho.com> wrote:

Hi Dawn,

I'd like to officially state my opposition to the proposal for a multi-unit development for Fairview Terrace by Millennium Trust, LLC.

When we purchased our lot in "Darby Village" and built our home in 2008, we did so with the covenants explicitly guaranteeing us that only residential homes would be built in this development insuring us and all who purchased the lots and built homes no rental properties would ever be adjacent to our homes. In addition, there is a strict height limit all homes had to comply with as well.

Building a 48 unit apartment complex would be a breach of contract which me and my neighbors would have to respond to accordingly. Rick Keane attempted to do this amendment back in 2008 and was turned down when the homeowners all attended the public hearing. I'm not sure how time changes anything, it was denied then and should not be considered further.

Aside from the covenants, the City isn't able to deliver adequate water pressure to this development now, we get about 30 psi, requiring homeowners to install a water pump for adequate irrigation needs of 60 psi, adding 48 apartments would not even be feasible from a water supply perspective. There's also the issue of traffic, the bank along 17th street where the vacant lots are is very steep and the added risk of additional traffic entering 17th would pose serious risks to the community.

I plan to reach out to my neighbors, **did everyone living in this development on receive the notice?**

A simple solution would be for additional residential homes to be built or selling the available acreage to the existing homeowners to allow them to have a larger parcel etc..

In summary, the covenants are quite clear residential homes only and any multi-unit complex would have a dramatic impact to our property values not to mention our view which was the reason we built our home in this location.

Thanks Dawn,

Doug

Doug & Kim James

1621 25th Ave

Lewiston ID 83501

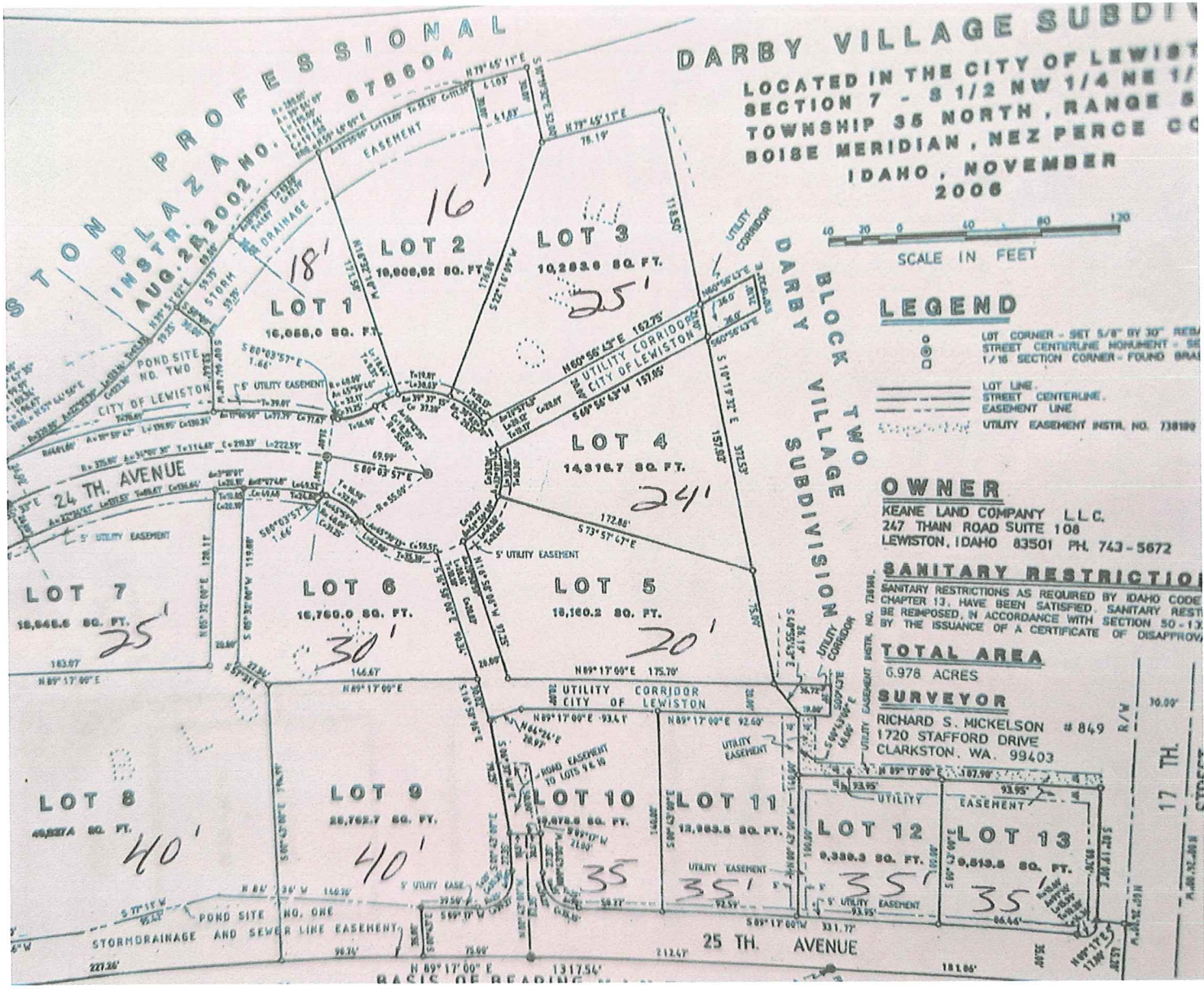
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[City of Lewiston]

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[City of Lewiston]

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DECLARATION OF PROTECTIVE RESTRICTIONS

PROTECTIVE COVENANTS for:

DARBY VILLAGE RESIDENTIAL SUBDIVISION

Which is a portion of the FAIRVIEW TERRACE PUD Established 1978

DARBY VILLAGE RESIDENTIAL SUBDIVISION which is

Described on the plat as filed with the Auditors office in the
County of Nez Perce, State of Idaho.

TO THE CITY OF LEWISTON, IDAHO

ATTENTION IS DIRECTED TO THE FACT THAT HEIGHT AND
SET-BACK REQUIREMENTS APPEAR IN AN ADDENDUM WHICH IS
AN ATTACHMENT TO THE RECORDED PLAT

1. **PURPOSE.** The purpose of these restrictions is to insure the use of the property for attractive residential purposes, to prevent nuisances, to prevent impairment of the attractiveness of the property, to maintain the desired tone of the community, to protect and preserve the value of such property, to provide attractive, well designed Single-Family residential accommodations in support of *Darby Village Residential Estates* Development Plan and integrate this with adjacent residential areas, to promote a more desirable living environment than would be possible through application of minimum zoning requirements and thereby to secure to each lot or block owner full benefit and enjoyment of his/her home with no greater restriction upon the free and undisturbed use of his/her site than is necessary to insure the same advantages to all other site owners. Anything tending to detract from the attractiveness and value of the property for private residence or single-family purposes will not be permitted.

2. **DURATION.** All covenants, conditions and restrictions and reservations herein contained shall be perpetual and shall apply to and be forever binding upon the undersigned, their heirs, executors, administrators and assigns, and all their grantees, their heirs and assigns and are imposed upon said realty as an obligation or charge against the same for the benefit of the owners herein named, and the owners of property in *DARBY VILLAGE RESIDENTIAL ESTATES* Subdivision, that

Dawn Ortiz
Community Development Department
PO Box 617
Lewiston, Idaho 83501

Dear Ms. Ortiz,

I was made aware of the city's consideration of an ill planned High-Density proposal for the Darby Village Subdivision. I frequently drive by that area going to Winco, the mall and other shopping venues as well as medical appointments. I have several friends in that area as well as relatives. Going in and out of 25th is always kind of a gamble. It is very hard to see cars coming, especially if they are coming fast, which frequently happens. I can't imagine increasing the traffic flow without increasing the danger there.

There are MANY other places in the city that would lend themselves better to increase High-Density which would not have the negative impact on traffic and the community. I also find it rather distasteful to change the zoning from Low to High after the people on that street have already made the choice to invest and build their homes there. This is an awful bait and switch for those folks. It definitely smacks of poor credibility on the part of the city to consider this proposal.

I encourage the city to take the high road and do not make what will be a dangerous zone change and will affect more than just the people of 25th street. It will affect everyone who travels that stretch of road.

Thank you for your consideration.

Sincerely,

Lisa Fishback



Rezoning of Fairview subdivision

1 message

Judith Leslie <judyleslie106@outlook.com>

Sun, May 31, 2026 at 3:15 PM

To: "dortiz@cityoflewiston.org" <dortiz@cityoflewiston.org>

To whom it may Concern:

As regards this rezoning: it is my opinion that this could be a detriment to the community due to the enormous safety issues a 48 apartment complex would add to this specific area.

Moving traffic, especially parties entering or exiting homes and businesses in that area, already have a very difficult time upon approach due to the hill, visibility issues and most often, the speed of the traffic. Adding density via cars, trucks and pedestrians will pose a significant safety issues when added to the already dangerous conditions present at the property which is potentially going to be rezoned.

I understand the need/desire to accommodate more affordable housing in Lewiston, but multi-family housing THERE, seems a dangerous solution for this community.

Please consider ALL safety issues before rezoning this property.

Thank you for your time and consideration.

Judy Leslie... a concerned citizen!

Sent from my iPhone

Re: Fairview Terrace Planned Unit Development Amendment

Greetings,

I live outside the City limits, however I am routinely in the City for services and shopping and have multiple friends living in the area impacted by the proposed zoning change. In addition, prior to my retirement and moving to the Lewiston area five years ago, I was employed in a management role for a local public agency in an area which experienced significant growth and development.

It's easy to recognize the consequences that will impact the area if this zoning change is approved. Citizens purchased their homes with an understanding and expectation of the area's future design. Modification of the zoning breaks the confidence those citizens had placed in the City. Potential risks to the current residents include heavier traffic, aesthetic changes to the neighborhood, and risk of reduced property values among other things. Modifying the zoning after the neighborhood is well established seems like a potential breach of trust. Therefore, I would encourage you to place your current residents' interest as your first priority and respect their desire to see this neighborhood remain in the zoning plan which was in place when they purchased their homes.

Respectfully,

Dale Fishback
2724 Grelle Ave.
Lewiston, ID 83501



Darby Village Subdivision, High Density Residential, R4, Zone Change

1 message

Michael Thomason <mthomason5722@gmail.com>

Tue, Jun 2, 2026 at 3:53 PM

To: dortiz@cityoflewiston.org

Cc: Katie Hollingshead <khollingshead@cityoflewiston.org>, Tina Thomason <tthom3882@gmail.com>

Planning and Zoning Commissioners,

I am concerned about the concept of rezoning land near our home at [1609 25th Avenue, Lewiston](#), from low density to the highest density R4zone. While you may not be charged with determining the fairness of the loss of view, or potential loss of home values, I hope it makes you think about the issues of fairness.

Given that, I will concentrate my comments with concerns about traffic egress, pedestrian safety and water system constraints, in no particular order of importance.

Water System:

Several current homeowners, me included, have had to have pressure pumps installed in order to enjoy normal water pressure and usage. The city recognized the issue and paid for pressure pumps. Will it help having forty eight more homes here?

Pedestrian Safety:

Pedestrians would need safe passage both north and south as they walk along the west side of 17th street, or an alternative route.

Children need safe access to schools and might be forced to use the City Right of Way to access 24th Ave and 15th St. Neither have sidewalks which could potentially be quite dangerous to the children.

Traffic:

The intersection of 17th St and 25th Avenue is very challenging. The creation traffic ingress/egress of 48- 3 bedroom units will be chaotic and dangerous. A **valid** traffic study must happen. We live on a dead-end street and 17th Street. is our only access.

Blasting: When we were having our home built in 2019, we ran into such difficult digging, that we altered our basement plans because of basalt rock. Please do not allow blasting because of potential damage to surrounding homes.

Thank you for your consideration. I hope you will deny the rezone request sought by Millennium Trust, LLC

Tina Marie Thomason

[1609 25th Avenue](#)

[Lewiston, Idaho](#)



Fairview Terrace PUD Zoning

1 message

J D <jdhappysealion6@gmail.com>

Wed, Jun 3, 2026 at 9:13 AM

To: dortiz@cityoflewiston.org

Good Morning,

I would like to comment on the proposed zoning changes for the Darby Village Subdivision Block 2. The current traffic, parking and utilities in this area are already strained as the City well knows because they had to pay for water pressure pumps in most of the surrounding houses just to get enough water to existing customers. I was told a project like this was proposed in 2010 and deemed infeasible due to traffic safety concerns and I have to say, congestion and the population have only increased since then. Why is this being considered now when things have only gotten worse? I think the City should do a traffic study and have an infrastructure plan before even considering changing the zoning to a less compatible and safe zoning designation.

Thank you,
Jen Doughty

To:

Mayor Dan Johnson
City of Lewiston Council Members
Planning and Zoning Board Members
Katie Hollingshead
Dawn Ortiz

This is being sent in regards to the zone change request by Millennium Trust LLC on the property located in the Darby subdivision.

I oppose this zoning request as a current home owner who bought in this neighborhood. The appeal for me was the location of the home, the neighborhood, and the covenants that apply.

As stated in the Protective Covenants, "the Purpose of these restrictions was to insure the use of the property for attractive residential purposes, to prevent nuisances, to prevent impairment of the attractiveness of the property, to maintain the desired tone of the community, to protect and preserve the value of such property, to provide attractive well designed Single Family residential accommodations in support of Darby Village Residential Estates Development Plan and integrate this with adjacent residential areas, to promote a more desirable living environment than would be possible through application of minimum zoning requirements and thereby to secure to each lot or block owner full benefit and enjoyment of his/her home with no greater restriction upon the free and undisturbed use of his/her site than is necessary to insure the same advantages to all other site owners, Anything tending to detract from the attractiveness and value of the property for private residence or single family purposes will not be permitted.

There are many factors as to why this change should not be approved. But I would like to request that each of you take the time to physically go to the proposed site to view this site. Ask yourself, would you like to have three four story 48 unit building in your backyard?

Thank you for taking the time to review my comments and concerns.

Debbie Kelly
1535 24th Avenue
Lewiston, ID 835.1
208-791-2694
dmmkelly@yahoo.com



Public Hearing June 10th regarding Darby Village SubdivisionMi

1 message

Michelle Phillips <mphillips275@gmail.com>

Wed, Jun 3, 2026 at 12:00 PM

To: "dortiz@cityoflewiston.org" <dortiz@cityoflewiston.org>

Dear Chair and Committee Members,

My name is Michelle Phillips, and I reside at [1537 24th Ave., Lewiston, Idaho 83501](#). I appreciate the opportunity to submit along with my husband, Renaldo Phillips, this statement regarding the proposed rezoning of Block 2 in the Darby Village Residential Subdivision.

I am writing to formally oppose the rezoning request.

To be brief, I agree with him that this proposal violates the Declaration of Protective Restrictions (Doc# 738792 attached), and the reasons stated in his statement. And this action would change the entire feel of our neighborhood and significantly drop the value of our home and its desirability. I am also concerned about the extreme loss of privacy this would have in our yard and how much foot traffic we would experience from 48 families between our and our neighbors homes. We will also lose all of our eastern view and morning sun. I have to say, to put this in perspective, as proposed, if I take ten large steps from my house the proposed structure would be 50 feet above me.

I respectfully ask of the Commission the following to ensure compatibility with our existing neighborhood:

- Deny the proposal to change the zoning of Darby Village Subdivision Block 2 and maintain the R2 zoning.

Thank you for considering my concerns and for your commitment to protecting the character and safety of our neighborhood.

Sincerely,

Michelle Phillips

Dawn Ortiz
Community Development Dept.
City of Lewiston

Ms. Ortiz, please consider the following comments and forward to staff and P&Z Commissioners as you deem necessary. We are opposed to the zone change from R2 to R4 proposed by Millennium Development Group for Darby Village Subdivision Block 2.

When Tina and I decided to invest in a home that met our needs, it was important to find a lot on a quiet street, in a well kept neighborhood that offered at good view. We felt those attributes along with a good house plan would protect the largest investment of our lifetime. We settled on our current lot and were even more pleased that the City had zoned the property R2 and the developer had created a list of protective covenants to insure the subdivision would be protected. I have enclosed a copy of those covenants along with this communication. The intended purposes for the covenants is captured at the beginning of the document. The intended purposes include statements such as, "prevent impairment of the attractiveness of the property" and "maintain the desired tone of the community" and "protect and preserve the value of said property. Perhaps the final sentence in that section says it best..."Anything tending to detract from the attractiveness and value of the property for private residence or single-family purpose will not be permitted." It seems to me that the zone change and size of the project outlined by Millennium Development Group creates exactly the opposite results to us and many of our neighbors.

It is our opinion that the current proposal submitted for this rezone runs counter to the language in the purpose statement found in the covenants document. Let's consider some of the issues that I think will devalue our properties and negatively impact the attractiveness if the R4 zone is allowed:

a. Traffic safety: The lone entrance and exit point from 25th Avenue can be problematic because of line of sight obstructions, traffic speeds and number of cars. It even gets more concerning when 17th Street gets icy. There is potential for these issues to be exacerbated by adding another entrance so close to 25th Ave. While the applicant has provided some information about car travel, I think it's possible that there will be more cars using the exit than

their study indicates.

b. Pedestrian safety: I'm assuming that some of the people living in the apartments might have children attending the local elementary school. It's likely that they will choose the shortest route to school, west on the utility easement to 24th then north to the school. Much of this route is lacking proper sidewalks.

c. Viewscape encroachment: When guests arrive at our home the view is almost always mentioned as an attribute. If we sell the place the first sentence in our advertisement will mention the view. There is little doubt 3 structures of the size and height as those proposed will cause the loss of some of our view and some of our homes value.

d. Increased noise: It's very likely that adding 48 apartments with an unknown number of tenants will make more noise in the neighborhood.

e. Water issues: Several of us living on 24th and 25th have required the installation of pressure pumps in order to have enough volume/pressure to irrigate our lawns or the various domestic uses. The City of Lewiston recognized the problem and were kind enough to pay for the needed equipment. Will the addition of 48 apartments make our water situation better or worse?

Thank you for serving on the P&Z Commission and for your consideration of our comments.

Michael A. Thomason
1609 25th Ave.
Lewiston, Idaho

DECLARATION OF PROTECTIVE RESTRICTIONS**PROTECTIVE COVENANTS for:****DARBY VILLAGE RESIDENTIAL SUBDIVISION**

Which is a portion of the FAIRVIEW TERRACE PUD Established 1978

DARBY VILLAGE RESIDENTIAL SUBDIVISION which isDescribed on the plat as filed with the Auditors office in the
County of Nez Perce, State of Idaho.**TO THE CITY OF LEWISTON, IDAHO****ATTENTION IS DIRECTED TO THE FACT THAT HEIGHT AND
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1. **PURPOSE.** The purpose of these restrictions is to insure the use of the property for attractive residential purposes, to prevent nuisances, to prevent impairment of the attractiveness of the property, to maintain the desired tone of the community, to protect and preserve the value of such property, to provide attractive, well designed Single-Family residential accommodations in support of *Darby Village Residential Estates* Development Plan and integrate this with adjacent residential areas, to promote a more desirable living environment than would be possible through application of minimum zoning requirements and thereby to secure to each lot or block owner full benefit and enjoyment of his/her home with no greater restriction upon the free and undisturbed use of his/her site than is necessary to insure the same advantages to all other site owners. Anything tending to detract from the attractiveness and value of the property for private residence or single-family purposes will not be permitted.

2. **DURATION.** All covenants, conditions and restrictions and reservations herein contained shall be perpetual and shall apply to and be forever binding upon the undersigned, their heirs, executors, administrators and assigns, and all their grantees, their heirs and assigns and are imposed upon said realty as an obligation or charge against the same for the benefit of the owners herein named, and the owners of the remaining property in *DARBY VILLAGE RESIDENTIAL ESTATES* Subdivision, their successors and all their grantees, their heirs or assigns, as a general plan for the benefit of this until such time as seventy five percent (75%) [or more of the owners of the land area within said planned unit development or the portion of the planned unit development finally platted at the time] shall determine to amend or terminate any or all of the covenants, which amendment or termination shall be reduced to writing and executed by the owners of not less than seventy five percent (75%) or more of the owners of the land area within said Subdivision or the portion of the Subdivision finally platted at the time] and thereafter recorded in the office of the County Recorder of Nez Perce County, of the State of Idaho.

3. **BUILDING RESTRICTIONS and LIMITATIONS on ALL BUILDINGS IN THE SUBDIVISION.**

THESE RESTRICTIONS APPLY TO ALL
LOTS IN THIS SUBDIVISION

PLEASE REFER TO THE ADDENDUM TO THE PLANNED UNIT
DEVELOPMENT AGREEMENT WHICH IS AN ATTACHMENT
TO THE RECORDED PLAT

No structure shall be constructed, placed or maintained on any lot until the construction plans and specifications and a plan showing the location of the structure upon the lot have been approved by the City of Lewiston.

A. Any building, fence, wall, structure, trees, or plants of any kind shall conform to the requirements

of the protective covenants. Trees which are planted in subdivision, when fully matured, shall not exceed and shall be maintained not to reach more than 20 feet in height from the ground measured at the base of the tree to the top limb, to ensure and maintain views from adjoining residences.

B. All buildings, guest houses and other outbuildings incident thereto, shall be of permanent non-mobile construction, and no building constructed, placed or maintained permanently or temporarily for residential purposes on any lot shall consist in whole or in part of a house-trailer or mobile home of any type, whether or not converted to a permanent structure.

C. No garage or other outbuilding shall be erected on a lot unless and until a dwelling unit shall have been first constructed thereon, or a written contract for the construction of such dwelling unit is entered into between the owner and a responsible building contractor. Any garage or other outbuilding erected on said lot shall never be used for residential or dwelling purposes.

D. The exterior of any structure shall be completed within one (1) year of the commencement of construction. External completion shall include finished painting, stain or natural finish or a finish as so desired by the Architectural Control Committee. During the period of construction, the owner shall cause the premises to be kept free and clear of debris and waste matter and shall cause all of such debris and waste matter to be disposed of in a proper manner so that the same imposes no interference or detraction to adjoining property and shall employ reasonable efforts to maintain dust control. As soon as construction is completed and weather conditions permit, each purchaser, or his successors or assigns, shall landscape, seed and plant the lot or lots upon which he has built and shall thereafter maintain the grass and planting areas in a condition equal and comparable to that prevailing within the occupied portion of this Subdivision. These restrictions shall include the reconstruction of damaged structures as well as additions to existing structures.

E. No incinerator for trash disposal shall be permitted on the property. All containers for garbage or other waste shall be kept in a sanitary condition and shall be enclosed so they are not visible or obnoxious to adjoining properties. No portion of such property shall be used or maintained as a dumping ground for waste material.

F. All property upon which dwellings are constructed shall at all times be kept in a clean, sightly, orderly condition, and no trash, garbage, litter, debris, machinery, implements, lumber or other building materials, shall be permitted to be or remain exposed on any property visible from any street or adjoining or nearby premises. No owner shall permit any camper, boat, trailer, recreational, broken-down vehicles, or other vehicle to be stored upon his property without the same being screened by a suitable structure from view from adjacent streets or premises.

G. No signs of any kind shall be displayed to public view on any portion of said property except there may be one sign displayed by builders, realtors or owners for the purpose of advertising the property for sale or rent.

H. No animals, livestock or poultry of any kind shall be placed, kept or maintained on any residential lot, except that dogs, cats or other domestic household pets may be kept ; provided they are not kept, bred, or maintained for any commercial purposes and provided that the pets may not be permitted to run unattended. All kennels constructed for pets shall be maintained in a clean and sanitary condition.

I. All utilities to structures upon subdivision lots shall be placed underground.

J. No lot within this Subdivision shall be subdivided into a smaller lot or re-conveyed in less than the original dimensions thereof as shown by the recorded plat.

K. All structures built within in the Darby Village Residential Subdivision, shall be subject to an established Architectural Control Committee consisting of the Primary developer of this subdivision for review of architectural renditions of a residence to be constructed within this sub-division. The committee shall receive and review the plans and determine if said plans conform to the desired aesthetics of Darby

Subdivision. Committee shall be entitled to review plans for a period of not more than 60 days and give written notice as to acceptance or denial, or of minor or major changes needed of said plans.

4. BUILDING RESTRICTIONS and LIMITATIONS on SINGLE-FAMILY BUILDINGS.

No structure shall be constructed, placed or maintained on any SINGLE FAMILY lot until the construction plans and specifications and a plan showing the location of the structure upon the lot have been approved by the City of Lewiston.

A. Any fences or walls shall conform with the decor and appearance of the neighborhood and shall conform with city code requirements and, in addition thereto, all structures, trees, or plants of any kind shall conform to the height restrictions of the Subdivision Agreement.

B. No single family dwelling shall be constructed or maintained on any such lot unless the enclosed ground floor area thereof shall have a ground floor of at least 1,800 square feet, unless the same is constructed with a daylight basement, in which latter case the ground floor area may be a minimum of 1,200 square feet. Said square footage shall include the walls proper of the dwelling, exclusive however, of any porches, pagodas, patios, courts, and attached garages. All residences shall have at least a double car attached garage to the residential dwelling.

C. Garages will be provided for all automobiles, pick-ups and trucks.

5. REMEDIES. If a property owner, or their heirs or assigns or their grantees, heirs or assigns, shall violate any of said restrictions and conditions herein contained, it shall be lawful for any other person or persons owning any of said real property within said Subdivision to bring proper action to enjoin or restrain said violations or to collect damages on account thereof. The owners, however, shall not be obligated to enforce any of the terms of this instrument, and all conveyances or deeds for lots within this Subdivision shall be subject to and make reference to the covenants herein contained and all covenants and restrictions herein contained are attached to the above described lands and shall run with the title thereto.

6. SEVERABILITY. Any determination by any court of competent jurisdiction that any provision in this instrument is invalid or unenforceable shall not affect the validity or the enforceability of the remaining provisions of this instrument and the same shall remain in full force and effect.

7. WAIVER OR ABANDONMENT. The failure to enforce any breach or violation of any of the provisions of this instrument shall not constitute an abandonment or waiver of any right to enforce such provisions or any such subsequent breach or violation of such provision or of any of the other covenants herein above set forth.

8. RUNNING WITH THE LAND. These covenants shall run with the land and shall be a burden upon each lot in this Subdivision and are for the exclusive benefit and protection of the property owners with the premises described in this Subdivision.

In order to maintain a view corridor for all lots within Darby Village Residential Subdivision, the height limitations or special conditions set Out below will be enforced by the City of Lewiston Planning and Zoning Department and/or the developer or Architectural Control Committee. The height shall be measured from the highest point of the adjacent curb of their lot to the highest point of the proposed dwelling. This relationship must be shown on the construction drawings submitted to the City of Lewiston as required for a building permit and certified by a licensed engineer or surveyor. Special considerations are also detailed below for two lots to allow for extra inside storage on their lot. Should there be a discrepancy as to any of these restrictions, an appeal may be submitted to the architectural control committee for review and to achieve an amendment to these restrictions.

- A. The maximum building height for Lot No. 1 shall not exceed 18' 0" above the highest point curb-line on the frontage of said lot.
- B. The maximum building height for Lot No. 2 shall not exceed 16' 0" above the highest point curb-line on the frontage of said lot.
- C. The maximum building height for Lot No. 3 shall not exceed 25' 0" above the highest point curb-line on the frontage or access of said lot.
- D. The maximum building height for Lot No. 4 shall not exceed 24' 0" above the highest point curb-line on the frontage or access of said lot.
- E. The maximum building height for Lot No. 5 shall not exceed 20' 0" above the highest point curb-line on the frontage or access of said lot.
- F. The maximum building height for Lot No. 6 shall not exceed 30' 0" above the highest point curb-line on the frontage or access of said lot.
- G. The maximum building height for Lot No. 7 shall not exceed 25' 0" above the highest point curb-line on the frontage or access of said lot.
- H. The maximum building height for Lot No. 8 shall not exceed 40' 0" above the highest point curb-line on the frontage or access of said lot. Lot 8 shall also be entitled to construct an outbuilding not to exceed more than 2,000 sq. ft. in gross area. Said outbuilding shall be constructed to meet the aesthetics of other structures on said lot and shall conform to the same requirements of Darby Village Residential Subdivision.
- I. The maximum building height for Lot No. 9 shall not exceed 40' 0" above the highest point curb-line on the frontage or access of said lot. Lot 9 shall also be entitled to construct an outbuilding not to exceed more than 2,000 sq. ft. in gross area. Said outbuilding shall be constructed to meet the aesthetics of other structures on said lot and shall conform to the same requirements of Darby Village Residential Subdivision.
- J. The maximum building height for Lot No. 10, 11, 12, & 13 shall not exceed 35' 0" above the highest point curb-line on the frontage or access of said lot.

SET-BACK REQUIREMENTS:

- J. There shall be a minimum set back of 20 feet from the front property line for buildings. All buildings shall have a minimum side yard set back of 10 feet. All buildings shall have a minimum rear set back of 20 feet.

No lot within this Subdivision shall be subdivided into a smaller lot or re-conveyed in less than the original dimensions thereof as shown by the recorded plat.

(Note: Water and Sewer equity buy-in fees, and water meter costs shall be borne by the purchaser of each individual lot and shall be paid to the community development dept. at time of purchasing their building permit. Each lot owner will be required to install sidewalks, fronting their property, at their own expense as required by the Community Development Department.)

End of Document

JUNE 3, 2026

TO: CITY OF LEWISTON MAYOR DAN JOHNSON
CITY OF LEWISTON COUNCIL MEMBERS
PLANNING AND ZONING BOARD MEMBERS
KATIE HOLLINGSHEAD
DAWN ORTIZ

YOUR HARD WORK AND DEDICATION IN
GUIDING THE CITY OF LEWISTON IS APPRECIATED!

FROM: PATRICK KELLY
1535 24TH AVE
LEWISTON, ID 83501

SUBJECT: THE PURPOSE OF THIS LETTER IS TO
ADDRESS THE PROPOSED ZONE CLASSIFICATION
CHANGE TO THE DARBY VILLAGE SUBDIVISION
BLOCK II FROM ITS EXISTING CLASSIFICATION
OF R2-LOW DENSITY TO R4-HIGH DENSITY

I HAVE FORMATTED THIS LETTER INTO FOUR SECTIONS IN AN ATTEMPT TO BE BRIEF AND TO THE POINT. HERE ARE THE SECTION HEADINGS:

- 1) FACTS
- 2) MY STANCE AND OPINION
- 3) RECOMENDATIONS
- 4) CLOSING AND EXHIBITS (2)

FACTS:

1) DARBY VILLAGE BLOCK II IS CURRENTLY ZONED R2 LOW DENSITY,

2) MILLENIUM TRUST LLC AND RICHARD KEANE (HEREAFTER CALLED "DEVELOPER" OR "THE DEVELOPER") CLAIMS BLOCK II WAS ORIGINALLY ZONED AS R4

3) THE DEVELOPER WILLINGLY CHANGED THE PROPERTY ZONING FROM R4 TO R2 IN APPROXIMATELY 2006 STATING ALL RESTRICTIONS AND CC&R'S ON BLOCK I WOULD APPLY TO BLOCK II

4) IN 2010 THE DEVELOPER SAID "IN NO MANNER SHALL PHASE II (BLOCK II) BE REGULATED OR MANDATED BY THE PROTECTIVE COVENANTS AS DESCRIBED WITHIN THE DOCUMENT WITHIN PHASE I OR THE CC & R'S."

FACTS, CON'T:

5) THE DEVELOPER'S COVER LETTER (NOT DATED) CLAIMS THAT THE 25 YEAR SPAN OF DEVELOPING THEIR 17 ACRE PROPERTY. "THE COMMUNITY HOUSING NEEDS, DEVELOPMENT PATTERNS AND INFRASTRUCTURE CAPABILITIES HAVE EVOLVED SUBSTANTHALLY. THE PROPOSED AMENDMENT REFLECTS THE NATURAL PROGRESSION AND COMPLETION OF THE ORIGINAL VISION OF THE PROPERTY."

6) AS OF 9:30AM, JUNE 2, 2026 ZILLOW WEBSITE SHOWED 162 RESIDENTIAL HOMES FOR SALE IN LEWISTON, IDAHO. APPROXIMATELY 30 RENTAL APARTMENTS WERE ALSO AVAILABLE IN LEWISTON PER THE TRULIA WEBSITE.

7) THE PROPOSED TRAFFIC ENTERING AND EXITING THE BLOCK II PROPERTY FROM 17TH STREET SEEMS BOTH INADEQUATE AND DANGEROUS. THE DEVELOPER SAYS IT WILL BE "ONE LANE." WHAT IF YOU HAVE A VEHICLE TRYING TO GET ONTO 17TH STREET FROM THE PROPERTY BUT 17TH STREET TRAFFIC IS HEAVY ENOUGH THEY CANNOT SAFELY EXIT THE "ONE LANE" DRIVEWAY? AND NOW COMPLICATE THAT WITH ANOTHER VEHICLE ON 17TH WANTING TO DRIVE INTO THE PROPERTY. ONE LANE MEANS ONE VEHICLE AT A TIME.

MY STANCE AND OPINION:

NOTE:

I'LL OPEN HERE WITH ACKNOWLEDGEMENT OF THE FACT THAT YOU ALL ARE IN A VERY UNENVIABLE POSITION WHERE 'REGARDLESS OF YOUR DECISION, SOMEBODY IS GOING TO BE UPSET.

1) REGARDING FACT #5 - IF IT IS THE DEVELOPER'S POSITION TO CARRY OUT HIS "ORIGINAL VISION" FOR THE PROPERTY WHY THEN DID THE DEVELOPER CHANGE THE "SO CLAIMED" ORIGINAL R4 ZONING TO THE CURRENT R2 CLASSIFICATION? THIS IS STARTING TO GET MESSY.

2) ON THAT NOTE, IF THIS TRULY WAS THE DEVELOPER'S "ORIGINAL VISION" FOR BLOCK II, WHY DIDN'T HE PUT IN AN ACCESS ROAD OFF OF 25TH AVE INTO BLOCK II INSTEAD OF SELLING ALL THE LOTS AS RESIDENTIAL BUILDING SITES?

3) THE DEVELOPER'S COVER LETTER CLAIMS 17TH ST IS PARTIALLY ON HIS PROPERTY, ALL I CAN SAY IS EVERYTIME I HAVE PURCHASED PROPERTY THE DISCLOSURE SAYS "PROPERTY LINE ARE APPROXIMATE AND ARE NOT GUARANTEED." SOME SAY "BUYER TO VERIFY PROPERTY LINES"

MY STANCE AND OPINIONS, CON'T

3) CONTINUED

I'M RELATIVELY SURE 17TH ST WAS ALREADY THERE WHEN THE DEVELOPER PURCHASED THE PROPERTY. MAYBE HIS PROPERTY IS ON 17A STREET VERSUS 17TH STREET BEING ON HIS?

4) THE DEVELOPER CLAIMS HE'S BEEN ^{PAYING} TAXES ON THE PROPERTY FOR 26 YEARS "WHILE ALLOWING UNINTERRUPTED PUBLIC USE OF THE ROADWAY." Hmmm, SIMPLY PUT THE DEVELOPER DOES NOT OWN THE ROAD! HE SHOULD HAVE DONE HIS HOMEWORK BETTER 26 YEARS AGO. MY OPINION IS THIS IS A BULLYING TACTIC IN A FEEBLE ATTEMPT TO GET WHAT HE WANTS. VERIFYING PROPERTY LINES IS BUYER'S RESPONSIBILITY!

5) HOW DID THE DEVELOPER ADD A FOOTNOTE CHANGING THE CC&R'S ON BLOCK II IN 2010?

6) NOW TO BE HONEST, I'M A FIRM BELIEVER IN THAT "THE RIGHT TIME AND THE RIGHT PLACE" MUST EXIST SIMULTANEOUSLY FOR A POSITIVE OUTCOME. THE DEVELOPER'S PROPOSAL MAY BE THE RIGHT TIME BUT IT'S DEFINITELY NOT THE RIGHT PLACE. WHEN WE PURCHASED OUR HOME WE RESEARCHED "BLOCK II"

MY STANCE AND OPINIONS, CAN'T

6) CONTINUED

AND FOUND IT WAS ZONED AS R2. WE KNEW SOMEDAY THERE WOULD BE PRIVATE RESIDENTIAL HOMES BUILT THERE WITH THE SAME RESTRICTIONS AND COVENANTS AS OURS AND WE WERE GOOD WITH THAT. THE DEVELOPER'S PROPOSAL OF NOT 1, NOT 2 BUT 3 FIFTY FOOT TALL CONDO UNITS COMPLETELY DESTROYS QUALITY OF LIFE IN THIS NEIGHBORHOOD. THE THOUGHT OF PEOPLE PEERING DOWN ON ME FROM 40 FEET ABOVE ME IS DISTURBING AND CREEPY.

7) I HAVEN'T TOUCH THE SUBJECT OF FOOT TRAFFIC, CHILDREN WALKING TO & FROM SCHOOL, WALKING DOWN THE STREETS BECAUSE THERE'S NO SIDEWALKS, I WON'T, BUT I'M THINKING YOU HAVE. YOU HAVE MANY FACTORS TO CONSIDER AND I THANK YOU!

RECOMMENDATION:

WITH ALL DUE RESPECT, I ASK YOU, ON BEHALF OF MY NEIGHBORS AND MYSELF, THE BOARD VOTE TO DENY THIS ZONE CHANGE REQUEST, AND KEEP THE CURRENT R2 ZONING INTACT. THANK YOU.

CLOSING:

I ADMIT I DO NOT KNOW THE DETAILS OF THE CITY OF LEWISTON'S LONG TERM COMPREHENSIVE PLAN BUT I'M REASONABLY SURE IT DOESN'T HAVE ANY 50FT CONDO² UNITS IN R2 ZONED NEIGHBORHOODS

I DO INDEED THINK CONDO UNITS OF THIS MAGNITUDE COULD FIT IN LEWISTON UNDER THE RIGHT CIRCUMSTANCES. DARBY SUBDIVISION IS AN R2 NEIGHBORHOOD. WE WERE ALL TOLD THAT. WE BASED OUR DECISION TO LIVE HERE BASED ON THAT. NOW THAT WE'RE ALL HERE AND COMMITTED, THE DEVELOPER WANTS TO CHANGE THE RULES TO FIT HIS WANTS AND DESIRES WITH ABSOLUTELY NO REGARDS WHATSOEVER TO THE PEOPLE HE GLADLY SOLD LOTS TO AND ACCEPTED THEIR MONEY ON WHAT NOW APPEARS A SCAM IN THE MAKING FOR 26 YEARS. I DON'T BUY THE "ORIGINAL VISION" STORY. IF THE DEVELOPER TRULY HAD "VISION", HE WOULDN'T HAVE LAND-LOCKED 2.65 ACRES HOPING TO GET A ONE LANE ACCESS TO 17TH ST. ALL THE DEVELOPER GENERATED TERMS, RULES AND REGULATIONS WERE PUT IN PLACE FOR A REASON. WE HAVE ALL ABIDED BY THE TERMS AND CC&R'S. NOW IT'S TIME THE DEVELOPER LIVE WITH THEM TOO!

-7-

CLOSING, CONTINUED

MY THANKS TO EVERYONE FOR LISTENING TO ME.
THIS VERY WELL IS THE HARDEST LETTER I'VE
EVER WRITTEN. IT'S HARD TO NOT TAKE
THIS PERSONALLY BUT IT'S HITTING VERY,
VERY CLOSE TO HOME. I TRIED TO
STAY PROFESSIONAL SO IF I GOT TOO
EMOTIONAL, I SINCERELY APOLOGIZE!

I RESPECTFULLY MUST ASK ONE QUESTION:
IF THIS PROPOSAL WAS NEXT DOOR WHERE
YOU LIVE AND YOU WERE WRITING THIS
LETTER TO ME, WHAT WOULD YOU WANT DONE?

THANK YOU AGAIN FOR YOUR INSIGHT
AND HARD WORK. IT PROBABLY
DOESN'T SEEM LIKE IT BUT
YOU ALL ARE APPRECIATED!

RESPECTFULLY & SINCERELY


← PROPOSED
HEIGHT



THIS PHOTO SHOWS ME STANDING IN
FRONT OF A 38 FOOT TALL CONDO UNIT
IN WALLA WALLA, WA.

THE LINES ADDED TO THE TOP REPRESENT
THE 48 FOOT TALL CONDO PROPOSED

EXHIBIT #2

#1

ALL ITEMS ARE SHOWN
TO SCALE

#1 - SHOWS THE PROPOSED CONDO
HEIGHT OF 48 FEET

#2 - SHOWS THE HEIGHT
OF A 6 FOOT HUMAN FIGURE

#3 - SHOWS THE HIGHEST POINT
OF MY EXISTING HOME
OF 18 FEET

LOCATED AT:

1535 24TH AVE
LEWISTON, IDAHO

#3

#2



RE: Public Hearing June 10th at 5:3

1 message

Reo <ontheredriver75@gmail.com>

Wed, Jun 3, 2026 at 10:41 AM

To: "dortiz@cityoflewiston.org" <dortiz@cityoflewiston.org>

Dear Chair and Committee Members,

My name is Renaldo Phillips, and I reside at [1537 24th Ave., Lewiston, Idaho 83501](#). I appreciate the opportunity to submit this statement regarding the proposed rezoning of Block 2 in the Darby Village Residential Subdivision.

I am writing to formally oppose the rezoning request. This proposal violates the Declaration of Protective Restrictions (Doc# 738792 attached), specifically Paragraphs 1, 2, and 3. Furthermore, Doc# 779593 (attached) contradicts the intent of the original protective document.

Regarding the impact on Paragraph 1. PURPOSE

The proposed zoning change does not use the property for attractive residential purposes, causes a nuisance by interfering with the legal protections under the covenants, impairs the attractiveness of the surrounding properties by deleting views and privacy in yards, would not maintain the tone of the community by having three towering 50' structures, reduces the property values by affecting views, privacy, traffic and expectation of legal protection and procedure by PROTECTIVE COVENANTS, does not provide for attractive, well designed Single-Family residential accommodations by nature of the proposed land use, does not integrate with adjacent residential areas, to promote a more desirable living environment by increasing foot traffic, vehicular traffic, increased water pressure challenges, and *does not secure for each lot or block owner full benefit and enjoyment of his/her home*, i.e., this statement shows, at the time, Block 2 was included in the unamended Protective Covenants, and it detracts from the attractiveness and value of the property for private residence or single-family purposes again by changing the tone of the neighborhood and subdivision which Block 2 is a part of.

Regarding the impact on Paragraph 2. DURATION

The Amendment, known as Doc# 779593 as filed, has not been approved by seventy five percent (75%) or more of the owners herein named and of the remaining property in DARBY VILLAGE RESIDENTIAL ESTATES Subdivision, their successors and all their grantees, their heirs or assigns.. The entirety of this single paragraph by single sentence protects every owner at the time of the instrument was filed from any changes to the subdivision CCR's and Reservations and every owner afterwards whether they owned at the time of filing or not and prevented minority owners from amending the PROTECTIVE COVENANTS prior to purchase and after.

Regarding the impact of Paragraph 3. BUILDING RESTRICTIONS and LIMITATIONS on ALL BUILDINGS IN THE SUBDIVISION.

The title of paragraph 3 is a statement regarding ALL buildings in the SUBDIVISION and later specifically states all Lots to protect everyone in Block 1 and Block 2

Additionally, Michelle Phillips (my wife) and I do not wish to burden the Commission with unnecessary duplicity in our comments/statements although she will be submitting a separate email which will be brief and show agreement with the my statements.

I respectfully ask of the Commission the following to ensure compatibility with our existing neighborhood:

- Deny the proposal to change the zoning of Darby Village Subdivision Block 2 and maintain the R2 zoning.

Thank you for considering my concerns and for your commitment to protecting the character and safety of our neighborhood. I am available to discuss practical solutions with city staff or the applicant.

Sincerely,

Renaldo Phillips

2 attachments

 **779593.pdf**
100K

 **738792.pdf**
1565K

Accom

779593

FIRST AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS for:

DARBY VILLAGE RESIDENTIAL SUBDIVISION

Which is a portion of the FAIRVIEW TERRACE PUD Established 1978

DARBY VILLAGE RESIDENTIAL SUBDIVISION which is

Described on the plat as filed and recorded with the Auditors office in the County of Nez Perce. State of Idaho, December 15th, 2006 instrument # 738792

TO THE CITY OF LEWISTON, IDAHO

- 1- The Purpose of these Amendments is to clarify an item listed within Section 4-part -B and to clarify Land East of the subdivision listed as Phase -II.
 - A- The developer has chosen to lower the minimum square footage of a house, built within the subdivision, to a minimum of 1350 square foot on one single ground floor level.
 - B- The Developer has chosen to clarify the meaning defining the property located to the East of the Darby Village Residential Subdivision, listed as Phase - II, (approx. 2.6 acres) shall in no manner be regulated or mandated by the Protective Covenants as described within the document within Phase -I of the C.C.& R's.

End of Document

KEANE LAND COMPANY CO., LLC


RICHARD A. KEANE, MEMBER

**AFTER RECORDING MAIL TO: RICK KEANE
35309 POWELL ROAD
LEWISTON IDAHO 83501**

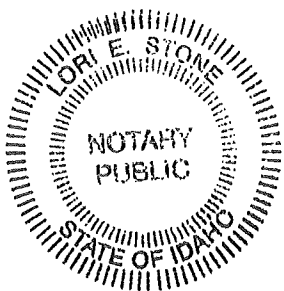
INST. NO. 779593
FILED FOR RECORD
FEE 6.00 REC. BY LAND-TITLE pd
2010 APR 13 PM 4 33
PATTY O. WEEKS
RECORDER, NEZ PERCE CO. ID.
BY Byrke DEPUTY

STATE OF IDAHO)
 : ss.
 County of ' NEZ PERCE)

On this 9 day of APRIL, in the year
 20 10, before me, a notary public in and for said state, personally appeared
RICHARD A. KEANE

_____, known or
 identified to me to be the manager(s) or a member(s) of the limited liability
 company that executed the instrument or the person(s) who executed the
 instrument on behalf of said limited liability company and acknowledged to me
 that such limited liability company executed the same.

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



[Handwritten Signature]

Notary Public in and for the State of IDAHO
 Residing at CLARKSTON WA
 My Commission Expires: 04-28-2012

PLAT OF DARBY VILLAGE SUBDIVISION

LOCATED IN THE CITY OF LEWISTON,
SECTION 7 - S 1/2 NW 1/4 NE 1/4,
TOWNSHIP 35 NORTH, RANGE 5 WEST,
BOISE MERIDIAN, NEZ PERCE COUNTY,
IDAHO, NOVEMBER
2006

OWNER

KEANE LAND COMPANY LLC
247 THAIN ROAD SUITE 108
LEWISTON, IDAHO 83501
PHONE: 743-5672

PLAZA

AUG. 28, 2002

HOUSTON PROFESSIONAL
INSTR. NO. 678604

TERRACE SUB.
AUG. 30, 1979

FAIRVIEW
INSTR. NO. 42841

BLOCK ONE

6.978 ACRES

(SEE SHEETS 2 AND 3
FOR DETAILS)

BLOCK TWO

25-TH. AVENUE

S 89°17'00" W 1317.54'
BASIS OF BEARING

LEWISTON VINEYARD TRACT NO. ONE
INSTR. NO. 64141 JAN. 2, 1918

738792
CITY OF LEWISTON
RECORD 15 A 11-37
AMATEUR

Sheet 1 of 7 CAB 72A

SHEET 1 OF 3
7

60 30 0 60 120 180
SCALE IN FEET

LEGEND

- EXISTING 17TH STREET ROADWAY - NOT SET.
- SUBDIVISION CORNER - SET 5/8" BY 30" REBAR / CAP.
- RIGHT-OF-WAY MONUMENT - FD. 5/8" DIA REBAR / CAP #849.
- UTILITY EASEMENT ANGLE POINT - NOT SET.
- 1/16 SECTION CORNER - FOUND BRASS CAP.
- SUBDIVISION BOUNDARY LINE.
- BLOCK LINE.
- EASEMENT LINE.
- ROAD CENTERLINE OR EASEMENT CENTERLINE.
- INSTR. M.F. NO. 514719 UTILITY EASEMENT.

SURVEYOR'S CERTIFICATE

I, RICHARD S. MICKELSON BEING A DULY LICENSED SURVEYOR UNDER THE LAWS OF THE STATE OF IDAHO, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND PLATTED UNDER THE DIRECTION OF THE OWNER, THE LAND HEREIN DESCRIBED, TO BE KNOWN AS "DARBY VILLAGE SUBDIVISION", CITY OF LEWISTON, NEZ PERCE COUNTY, STATE OF IDAHO, THAT 5/8" DIAMETER BY 30" LONG REBAR WITH P.L.S. NO. 849 PLASTIC CAPS WERE SET IN THE GROUND AS SHOWN ON THE ACCOMPANYING PLAT AND THAT SAID PLAT IS A TRUE REPRESENTATION OF SAID SURVEY, THAT THE LAND IS SITUATED IN SECTION 7, S 1/2 NW 1/4 NE 1/4, TOWNSHIP 35 NORTH, RANGE 5 WEST, BOISE MERIDIAN, NEZ PERCE COUNTY, CITY OF LEWISTON, IDAHO. SAID PARCEL CONTAINING 9.671 ACRES AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER-NORTH ONE-SIXTEENTH CORNER WHICH IS ALSO THE SOUTHWEST CORNER OF THE NW 1/4 NE 1/4 OF SAID SECTION SEVEN, A BRASS CAP MONUMENT, THENCE N 89°17'00" E ALONG THE ONE-SIXTEENTH SECTION LINE 1,105.68 FEET TO THE TRUE POINT OF BEGINNING ALSO KNOWN AS THE "INITIAL POINT", A BRASS CAP MONUMENT;

THENCE S 89°17'00" W ALONG THE ONE-SIXTEENTH SECTION LINE AND NORTH BOUNDARY FOR THE LEWISTON VINEYARDS TRACT NO. ONE 613.47 FEET TO THE EAST BOUNDARY FOR THE FAIRVIEW TERRACE SUBDIVISION; THENCE ALONG SAID LINE N 00°23'32" W, 233.00 FEET; THENCE N 07°19'45" W 36.97 FEET TO THE SOUTH BOUNDARY FOR THE HOUSTON PROFESSIONAL PLAZA LLC; THENCE ALONG SAID LINE AND A 320.00' FOOT RADIUS CURVE LEFT, A ARC LENGTH OF 199.91 FEET, A DELTA ANGLE OF 35°47'35" THE LONG CHORD BEARS N 57°44'56" E, 196.67 FEET; THENCE N 39°51'02" E, 89.00 FEET TO A 280.00' FOOT RADIUS CURVE RIGHT; THENCE ALONG SAID CURVE A ARC LENGTH OF 195.00 FEET, A DELTA ANGLE OF 39°54'09" THE CHORD BEARS N 59°48'09" E, 191.00 FEET; THENCE N 79°45'11" E, 41.03 FEET; THENCE N 00°21'35" E, 188.88 FEET; THENCE N 89°08'53" E, 79.30 FEET TO THE WEST RIGHT-OF-WAY LINE FOR SEVENTEENTH STREET; THENCE ALONG SAID RIGHT-OF-WAY LINE S 12°15'00" E, 19.34 FEET; THENCE S 10°16'08" E, 55.67 FEET TO THE INTERSECTION WITH A 125.00' FOOT RADIUS CURVE RIGHT (THE RADIUS POINT BEARS S 43°28'23" W, 125.00 FEET); THENCE ALONG SAID CURVE A ARC LENGTH OF 35.53 FEET, DELTA ANGLE 16°17'09", THE CHORD BEARS S 10°23'20" E, 35.41 FEET; THENCE N 79°45'11" E, 37.26 FEET (RECORD DISTANCE IS 37.47 FEET PER INSTR. NO. 701529); THENCE S 15°31'00" E, 143.18 FEET TO A 345.26' FOOT RADIUS CURVE RIGHT; THENCE ALONG SAID CURVE A ARC LENGTH OF 99.09 FEET, THE CHORD BEARS S 07°57'30" E, 90.83 FEET; THENCE S 00°24'00" E, 300.15 FEET TO THE ONE-SIXTEENTH SECTION LINE; THENCE S 89°17'00" W ALONG SAID ONE-SIXTEENTH LINE 181.81 FEET TO THE PLACE OF BEGINNING AND INITIAL POINT

Richard S. Mickelson 12/11/06
RICHARD S. MICKELSON P.L.S. NO. 849
1720 STAFFORD DRIVE
CLARKSTON, WA. 99443



PLAT OF DARBY VILLAGE SUBDIVISION

LOCATED IN THE CITY OF LEWISTON, SECTION
7 - S 1/2 NW 1/4 NE 1/4, TOWNSHIP 35 NORTH,
RANGE 5 WEST, BOISE MERIDIAN, NEZ PERCE
COUNTY, IDAHO, NOVEMBER 2006

Sheet 3 of 7 736792 SHEET 3 OF 3
CAB 173A 7

CERTIFICATE COUNTY TREASURER

I HEREBY CERTIFY ON THIS 13th DAY OF December 2006 AS COUNTY TREASURER IN AND FOR THE COUNTY OF NEZ PERCE PER THE REQUIREMENTS OF IDAHO CODE NO. 50-1308 THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS PROPOSED SUBDIVISION HAVE BEEN PAID IN FULL.

Bartonia A. Gray
COUNTY TREASURER

CERTIFICATE CITY ENGINEER

I HEREBY CERTIFY ON THIS 13th DAY OF December 2006 AS ENGINEER FOR THE CITY OF LEWISTON THAT I HAVE EXAMINED THIS PLAT AND THAT IT COMPLIES WITH THE REQUIREMENTS OF THE SUBDIVISION ORDINANCE OF THE CITY OF LEWISTON, IDAHO.

Corey L. Carlson
ENGINEER - CITY OF LEWISTON, IDAHO

CERTIFICATE CITY CLERK

I HEREBY CERTIFY ON THIS 13th DAY OF December 2006 AS CITY CLERK THAT THIS PLAT AND DEDICATIONS SHOWN HEREON HAVE BEEN APPROVED BY THE CITY COUNCIL OF LEWISTON, IDAHO AT A MEETING HELD ON THE 13th DAY OF December 2006.

Shirley Ann O'Connor
CLERK - CITY OF LEWISTON, IDAHO

CERTIFICATE CITY ATTORNEY

I HEREBY CERTIFY ON THIS 13th DAY OF December 2006 AS ATTORNEY FOR THE CITY OF LEWISTON, IDAHO THAT THE DEDICATIONS AND CERTIFICATIONS SHOWN HEREON ARE CORRECT IN FORM.

Jeffrey L. Carlson
ATTORNEY - CITY OF LEWISTON, IDAHO

CERTIFICATE NORTH CENTRAL IDAHO HEALTH DISTRICT

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

12-13-06
ENVIRONMENTAL HEALTH SPECIALIST
NORTH CENTRAL IDAHO HEALTH DISTRICT

CERTIFICATE COUNTY RECORDER

STATE OF IDAHO, COUNTY OF NEZ PERCE RECORDED AT THE REQUEST OF _____ MINUTES PAST _____ O'CLOCK THIS _____ DAY OF _____ 2006.

FEE _____ RECORDER - COUNTY OF NEZ PERCE
DEPUTY _____

CERTIFICATE CITY SURVEYOR

I HEREBY CERTIFY ON THIS 13th DAY OF December 2006 AS CITY SURVEYOR FOR THE CITY OF LEWISTON, IDAHO THAT I HAVE EXAMINED THIS PLAT AND THAT IT COMPLIES WITH THE REQUIREMENTS OF TITLE 50, CHAPTER 13, IDAHO CODE AND WITH THE CITY OF LEWISTON, IDAHO CODE.

David L. Nieland
SURVEYOR - CITY OF LEWISTON, IDAHO

OWNER'S CERTIFICATION AND DEDICATION'S

THIS IS TO CERTIFY THAT THE UNDERSIGNED ARE THE OWNERS IN FEE SIMPLE OF THE HEREIN DESCRIBED AND PLATTED PROPERTY, DO HEREBY CERTIFY THAT WE INTEND TO SUBDIVIDE SAID PROPERTY AS INDICATED BY THIS INSTRUMENT, THEREFORE KNOW ALL PERSONS BY THESE PRESENTS THAT WE HEREBY DEDICATE TO THE CITY OF LEWISTON AS A PUBLIC STREET FOREVER THOSE STREETS AS SHOWN PLATTED HEREIN AND DEDICATE TO THE CITY OF LEWISTON FOR UTILITY PURPOSES FOREVER THOSE UTILITY CORRIDORS AND POND SITE NUMBER TWO AS SHOWN PLATTED HEREIN AND DEDICATE TO THE CITY OF LEWISTON FOR UTILITY PURPOSES THOSE EASEMENTS PLATTED HEREIN.

Richard A. Keane *Richard A. Keane* *Lisa C. Keane*
KEANE LAND COMPANY L.L.C. - RICHARD A. KEANE RICHARD A. KEANE LISA C. KEANE

ACKNOWLEDGEMENT

STATE OF IDAHO } SWORN STATEMENT
COUNTY OF NEZ PERCE }

ON THIS 13th DAY OF December IN THE YEAR OF 2006 BEFORE ME A NOTARY PUBLIC, PERSONALLY APPEARED *Richard A. Keane* KNOWN OR IDENTIFIED TO ME TO BE THE MEMBER OF THE LIMITED LIABILITY COMPANY THAT EXECUTED THE WITHIN INSTRUMENT OR THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY AND ACKNOWLEDGED TO ME THAT SUCH COMPANY EXECUTED THE SAME.

NOTARY PUBLIC IN AND FOR THE STATE OF IDAHO,
RESIDING AT _____
MY COMMISSION EXPIRES 2-22-11

ACKNOWLEDGEMENT

STATE OF IDAHO } SWORN STATEMENT
COUNTY OF NEZ PERCE }

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED *Richard A. Keane* KNOWN TO ME TO BE THE PERSONS WHO EXECUTED THE FOREGOING OWNER'S CERTIFICATE, FREE AND VOLUNTARY ACT AND DEED.
IN WITNESS WHEREOF THIS 13th DAY OF December 2006, I SET MY HAND AND AFFIX MY SEAL.
Richard A. Keane
NOTARY PUBLIC IN AND FOR THE STATE OF IDAHO
RESIDING AT _____
MY COMMISSION EXPIRES 2-22-11

DESCRIPTION BLOCK ONE

THE LAND IS SITUATED IN SECTION 7, S 1/2 NW 1/4 NE 1/4, TOWNSHIP 35 NORTH, RANGE 5 WEST, BOISE MERIDIAN, NEZ PERCE COUNTY, IDAHO, SAID PARCEL CONTAINING 6.978 ACRES AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER-NORTH ONE-SIXTEENTH CORNER WHICH IS ALSO THE SOUTH-WEST CORNER OF THE NW 1/4 NE 1/4 OF SAID SECTION SEVEN, A BRASS CAP MONUMENT, THENCE N 89° 17' 00" E ALONG THE ONE-SIXTEENTH SECTION LINE 135.68 FEET TO THE TRUE POINT OF BEGINNING ALSO KNOWN AS THE "INITIAL POINT", A BRASS CAP MONUMENT, THENCE S 89° 17' 00" W, ALONG THE ONE-SIXTEENTH SECTION LINE AND NORTH BOUNDARY FOR THE LEWISTON VINEYARDS TRACT NO. ONE 613.47 FEET TO THE EAST BOUNDARY FOR THE FAIRVIEW TERRACE SUBDIVISION, THENCE ALONG SAID LINE N 89° 23' 31" W, 233.00 FEET; THENCE N 89° 19' 45" W, 96.97 FEET TO THE SOUTH BOUNDARY FOR THE HOUSTON PROFESSIONAL PLAZA L.L.C.; THENCE ALONG SAID LINE AND A 320.00 FOOT RADIUS CURVE LEFT, A ARC LENGTH OF 199.91 FEET, A DELTA ANGLE OF 35° 47' 35", THE LONG CHORD BEARS N 57° 44' 56" E, 116.67 FEET; THENCE N 39° 57' 02" E 89.00 FEET TO A 268.00 FOOT RADIUS CURVE RIGHT; THENCE ALONG SAID CURVE A ARC LENGTH OF 195.00 FEET A DELTA ANGLE OF 31° 54' 09", THE LONG CHORD BEARS N 59° 48' 09" E, 110.00 FEET; THENCE N 79° 45' 11" E, 41.09 FEET; THENCE LEAVING ABOVE SAID LINE S 10° 19' 31" E, 52.00 FEET; THENCE N 79° 45' 11" E, 78.19 FEET; THENCE S 10° 19' 31" E, 372.53 FEET; THENCE S 40° 55' 43" E, 26.19 FEET; THENCE S 00° 43' 00" E, 40.00 FEET; THENCE N 89° 17' 00" E, 167.90 FEET; THENCE S 02° 19' 00" E, 89.76 FEET; THENCE N 89° 17' 00" E, 17.80 FEET TO THE WEST RIGHT-OF-WAY LINE FOR 17 TH STREET; THENCE S 00° 24' 00" E ALONG SAID RIGHT-OF-WAY LINE 45.28 FEET TO THE ONE-SIXTEENTH SECTION LINE (FROM WHICH POINT THE N 1/4 CORNER FOR SECTION 7 BEARS N 89° 17' 00" E, 30.00 FEET); THENCE S 89° 17' 00" W, ALONG SAID ONE-SIXTEENTH LINE 181.36 FEET TO THE "INITIAL POINT" AND THE PLACE OF BEGINNING.

NOTE:

SEE SHEET ONE FOR SURVEYOR'S CERTIFICATE.

DECLARATION OF PROTECTIVE RESTRICTIONS

PROTECTIVE COVENANTS for:

DARBY VILLAGE RESIDENTIAL SUBDIVISION

Which is a portion of the FAIRVIEW TERRACE PUD Established 1978

DARBY VILLAGE RESIDENTIAL SUBDIVISION which is

Described on the plat as filed with the Auditors office in the
County of Nez Perce, State of Idaho.

TO THE CITY OF LEWISTON, IDAHO

**ATTENTION IS DIRECTED TO THE FACT THAT HEIGHT AND
SET-BACK REQUIREMENTS APPEAR IN AN ADDENDUM WHICH IS
AN ATTACHMENT TO THE RECORDED PLAT**

1. **PURPOSE.** The purpose of these restrictions is to insure the use of the property for attractive residential purposes, to prevent nuisances, to prevent impairment of the attractiveness of the property, to maintain the desired tone of the community, to protect and preserve the value of such property, to provide attractive, well designed Single-Family residential accommodations in support of *Darby Village Residential Estates* Development Plan and integrate this with adjacent residential areas, to promote a more desirable living environment than would be possible through application of minimum zoning requirements and thereby to secure to each lot or block owner full benefit and enjoyment of his/her home with no greater restriction upon the free and undisturbed use of his/her site than is necessary to insure the same advantages to all other site owners. Anything tending to detract from the attractiveness and value of the property for private residence or single-family purposes will not be permitted.

2. **DURATION.** All covenants, conditions and restrictions and reservations herein contained shall be perpetual and shall apply to and be forever binding upon the undersigned, their heirs, executors, administrators and assigns, and all their grantees, their heirs and assigns and are imposed upon said realty as an obligation or charge against the same for the benefit of the owners herein named, and the owners of the remaining property in *DARBY VILLAGE RESIDENTIAL ESTATES* Subdivision, their successors and all their grantees, their heirs or assigns, as a general plan for the benefit of this until such time as seventy five percent (75%) [or more of the owners of the land area within said planned unit development or the portion of the planned unit development finally platted at the time] shall determine to amend or terminate any or all of the covenants, which amendment or termination shall be reduced to writing and executed by the owners of not less than seventy five percent (75%) or more of the owners of the land area within said Subdivision or the portion of the Subdivision finally platted at the time] and thereafter recorded in the office of the County Recorder of Nez Perce County, of the State of Idaho.

3. **BUILDING RESTRICTIONS and LIMITATIONS on ALL BUILDINGS IN THE SUBDIVISION.**

**THESE RESTRICTIONS APPLY TO ALL
LOTS IN THIS SUBDIVISION**

**PLEASE REFER TO THE ADDENDUM TO THE PLANNED UNIT
DEVELOPMENT AGREEMENT WHICH IS AN ATTACHMENT
TO THE RECORDED PLAT**

No structure shall be constructed, placed or maintained on any lot until the construction plans and specifications and a plan showing the location of the structure upon the lot have been approved by the City of Lewiston.

A. Any building, fence, wall, structure, trees, or plants of any kind shall conform to the requirements

of the protective covenants. Trees which are planted in subdivision, when fully matured, shall not exceed and shall be maintained not to reach more than 20 feet in height from the ground measured at the base of the tree to the top limb, to ensure and maintain views from adjoining residences.

B. All buildings, guest houses and other outbuildings incident thereto, shall be of permanent non-mobile construction, and no building constructed, placed or maintained permanently or temporarily for residential purposes on any lot shall consist in whole or in part of a house-trailer or mobile home of any type, whether or not converted to a permanent structure.

C. No garage or other outbuilding shall be erected on a lot unless and until a dwelling unit shall have been first constructed thereon, or a written contract for the construction of such dwelling unit is entered into between the owner and a responsible building contractor. Any garage or other outbuilding erected on said lot shall never be used for residential or dwelling purposes.

D. The exterior of any structure shall be completed within one (1) year of the commencement of construction. External completion shall include finished painting, stain or natural finish or a finish as so desired by the Architectural Control Committee. During the period of construction, the owner shall cause the premises to be kept free and clear of debris and waste matter and shall cause all of such debris and waste matter to be disposed of in a proper manner so that the same imposes no interference or detraction to adjoining property and shall employ reasonable efforts to maintain dust control. As soon as construction is completed and weather conditions permit, each purchaser, or his successors or assigns, shall landscape, seed and plant the lot or lots upon which he has built and shall thereafter maintain the grass and planting areas in a condition equal and comparable to that prevailing within the occupied portion of this Subdivision. These restrictions shall include the reconstruction of damaged structures as well as additions to existing structures.

E. No incinerator for trash disposal shall be permitted on the property. All containers for garbage or other waste shall be kept in a sanitary condition and shall be enclosed so they are not visible or obnoxious to adjoining properties. No portion of such property shall be used or maintained as a dumping ground for waste material.

F. All property upon which dwellings are constructed shall at all times be kept in a clean, sightly, orderly condition, and no trash, garbage, litter, debris, machinery, implements, lumber or other building materials, shall be permitted to be or remain exposed on any property visible from any street or adjoining or nearby premises. No owner shall permit any camper, boat, trailer, recreational, broken-down vehicles, or other vehicle to be stored upon his property without the same being screened by a suitable structure from view from adjacent streets or premises.

G. No signs of any kind shall be displayed to public view on any portion of said property except there may be one sign displayed by builders, realtors or owners for the purpose of advertising the property for sale or rent.

H. No animals, livestock or poultry of any kind shall be placed, kept or maintained on any residential lot, except that dogs, cats or other domestic household pets may be kept ; provided they are not kept, bred, or maintained for any commercial purposes and provided that the pets may not be permitted to run unattended. All kennels constructed for pets shall be maintained in a clean and sanitary condition.

I. All utilities to structures upon subdivision lots shall be placed underground.

J. No lot within this Subdivision shall be subdivided into a smaller lot or re-conveyed in less than the original dimensions thereof as shown by the recorded plat.

K. All structures built within in the Darby Village Residential Subdivision, shall be subject to an established Architectural Control Committee consisting of the Primary developer of this subdivision for review of architectural renditions of a residence to be constructed within this sub-division. The committee shall receive and review the plans and determine if said plans conform to the desired aesthetics of Darby

Subdivision. Committee shall be entitled to review plans for a period of not more than 60 days and give written notice as to acceptance or denial, or of minor or major changes needed of said plans.

4. BUILDING RESTRICTIONS and LIMITATIONS on SINGLE-FAMILY BUILDINGS.

No structure shall be constructed, placed or maintained on any SINGLE FAMILY lot until the construction plans and specifications and a plan showing the location of the structure upon the lot have been approved by the City of Lewiston.

A. Any fences or walls shall conform with the decor and appearance of the neighborhood and shall conform with city code requirements and, in addition thereto, all structures, trees, or plants of any kind shall conform to the height restrictions of the Subdivision Agreement.

B. No single family dwelling shall be constructed or maintained on any such lot unless the enclosed ground floor area thereof shall have a ground floor of at least 1,800 square feet, unless the same is constructed with a daylight basement, in which latter case the ground floor area may be a minimum of 1,200 square feet. Said square footage shall include the walls proper of the dwelling, exclusive however, of any porches, pagodas, patios, courts, and attached garages. All residences shall have at least a double car attached garage to the residential dwelling.

C. Garages will be provided for all automobiles, pick-ups and trucks.

5. REMEDIES. If a property owner, or their heirs or assigns or their grantees, heirs or assigns, shall violate any of said restrictions and conditions herein contained, it shall be lawful for any other person or persons owning any of said real property within said Subdivision to bring proper action to enjoin or restrain said violations or to collect damages on account thereof. The owners, however, shall not be obligated to enforce any of the terms of this instrument, and all conveyances or deeds for lots within this Subdivision shall be subject to and make reference to the covenants herein contained and all covenants and restrictions herein contained are attached to the above described lands and shall run with the title thereto.

6. SEVERABILITY. Any determination by any court of competent jurisdiction that any provision in this instrument is invalid or unenforceable shall not affect the validity or the enforceability of the remaining provisions of this instrument and the same shall remain in full force and effect.

7. WAIVER OR ABANDONMENT. The failure to enforce any breach or violation of any of the provisions of this instrument shall not constitute an abandonment or waiver of any right to enforce such provisions or any such subsequent breach or violation of such provision or of any of the other covenants herein above set forth.

8. RUNNING WITH THE LAND. These covenants shall run with the land and shall be a burden upon each lot in this Subdivision and are for the exclusive benefit and protection of the property owners with the premises described in this Subdivision.

In order to maintain a view corridor for all lots within Darby Village Residential Subdivision, the height limitations or special conditions set Out below will be enforced by the City of Lewiston Planning and Zoning Department and/or the developer or Architectural Control Committee. The height shall be measured from the highest point of the adjacent curb of their lot to the highest point of the proposed dwelling. This relationship must be shown on the construction drawings submitted to the City of Lewiston as required for a building permit and certified by a licensed engineer or surveyor. Special considerations are also detailed below for two lots to allow for extra inside storage on their lot. Should there be a discrepancy as to any of these restrictions, an appeal may be submitted to the architectural control committee for review and to achieve an amendment to these restrictions.

- A. The maximum building height for Lot No. 1 shall not exceed 18' 0" above the highest point curb-line on the frontage of said lot.
- B. The maximum building height for Lot No. 2 shall not exceed 16' 0" above the highest point curb-line on the frontage of said lot.
- C. The maximum building height for Lot No. 3 shall not exceed 25' 0" above the highest point curb-line on the frontage or access of said lot.
- D. The maximum building height for Lot No. 4 shall not exceed 24' 0" above the highest point curb-line on the frontage or access of said lot.
- E. The maximum building height for Lot No. 5 shall not exceed 20' 0" above the highest point curb-line on the frontage or access of said lot.
- F. The maximum building height for Lot No. 6 shall not exceed 30' 0" above the highest point curb-line on the frontage or access of said lot.
- G. The maximum building height for Lot No. 7 shall not exceed 25' 0" above the highest point curb-line on the frontage or access of said lot.
- H. The maximum building height for Lot No. 8 shall not exceed 40' 0" above the highest point curb-line on the frontage or access of said lot. Lot 8 shall also be entitled to construct an outbuilding not to exceed more than 2,000 sq. ft. in gross area. Said outbuilding shall be constructed to meet the aesthetics of other structures on said lot and shall conform to the same requirements of Darby Village Residential Subdivision.
- I. The maximum building height for Lot No. 9 shall not exceed 40' 0" above the highest point curb-line on the frontage or access of said lot. Lot 9 shall also be entitled to construct an outbuilding not to exceed more than 2,000 sq. ft. in gross area. Said outbuilding shall be constructed to meet the aesthetics of other structures on said lot and shall conform to the same requirements of Darby Village Residential Subdivision.
- J. The maximum building height for Lot No. 10, 11, 12, & 13 shall not exceed 35' 0" above the highest point curb-line on the frontage or access of said lot.

SET-BACK REQUIREMENTS:

- J. There shall be a minimum set back of 20 feet from the front property line for buildings. All buildings shall have a minimum side yard set back of 10 feet. All buildings shall have a minimum rear set back of 20 feet.

No lot within this Subdivision shall be subdivided into a smaller lot or re-conveyed in less than the original dimensions thereof as shown by the recorded plat.

(Note: Water and Sewer equity buy-in fees, and water meter costs shall be borne by the purchaser of each individual lot and shall be paid to the community development dept. at time of purchasing their building permit. Each lot owner will be required to install sidewalks, fronting their property, at their own expense as required by the Community Development Department.)

End of Document

Corinna Williams
1533 24th Ave.
Lewiston, ID 83501
cwilliamsbsw@gmail.com
907-321-4011

June 3, 2026

City of Lewiston
Planning & Zoning Commission
215 D Street
Lewiston, ID 83501

**SUBJECT: Objection to rezoning application for Millennium Development Group, LLC Lewiston, ID 83501
Changing Zone from R-2 TO R-4.**

Dear Members of the Planning and Zoning Commission:

I write to formally object to “amend the current R2 residential designation within the PUD to an R4 residential designation” Fairview Terrace PUD – Darby Village Subdivision – Block 2. This proposed change is incompatible with the present surrounding neighborhood and contrary to the principles of sound zoning management.

I oppose this rezoning for the following reasons:

Incompatible Density and Character: R-2 zoning is designed for low-density single and family homes. I moved here very content with the R-2 zoning. I have great views and enjoy living on a closed cul-de-sac. The proposed change to a R-4 designation allowing for high-intensity, multi-family units would drastically alter the character of our established neighborhood, which relies on R-2 zoning to preserve the lower-density feel of the area. This R-2 zoning was accepted by Mr. Keane in his development of this area. He was meticulous that he had the “Declaration of Protective Restrictions – Protective Covenants for: Darby Village Residential Subdivision.” Each one of the owners here have gotten a copy of this Protective Covenants. I would like to highlight the purpose when he developed the Darby Village Residential Subdivision:

“The purpose of these restrictions is to insure the use of the property for attractive residential purposes, to prevent nuisances, to prevent impairment of the attractiveness of the property, to maintain the desired tone of the community, to protect and preserve the value of such property, to provide attractive, well designed Single-Family residential accommodations in support of Darby Village Residential Estate Development Plan . . . to promote a more desirable living environment . . . secure to each lot or block owner full benefit and enjoyment of his/her home with no greater restriction upon the free and undisturbed use of his/her site than is necessary to insure the same advantages to all other site owners. Anything tending to detract from the attractiveness and value of the property for private residence or single-family purposes will not be permitted”.

Mr Keane’s Millennium Development some how has forgotten this and I understand that he has come to the city and told them that his property is not held to these Protective Restrictions. I’m sorry; but, according to Plat of Darby Village Subdivision – his property is part of the Darby Village Subdivision. On Sections 3 – Building Restrictions and Limitations on all building in the subdivision. THESE RESTRICTIONS APPLY TO ALL LOTS IN THIS SUBDIVISION. I know the city can’t enforce these “Protective Restrictions”; but, I would like you to see what the spirit of this development has been over the many years as formed by Mr. Keane. I take great issue of any developer trying to change requirements to his benefit, with no regard to the already set precedent within the community (that he has put restrictions on this community).

"Secure to each lot or block owner full benefit and enjoyment of his/her home with no greater restriction upon the free and undisturbed use of his/her site".

By allowing these (3) Residential building/48 dwelling units – 4 stories (that 49 feet) – will change the total look and flow of this area. Many of the owners in this Darby Subdivision will lose any sense of privacy and block the views enjoyed by many of the home owners. This building will be looming over our neighbor. It does not blend in to the landscape already established here.

Traffic and Congestion: Most homes have 2 vehicles – that is approximately 96 cars for this development. This will introduce unsafe traffic levels, resulting in serious congestion on 17th. It is very unsafe to pull out into traffic from 23rd and 25th Ave. One of the residents on 24th Avenue almost died when she was trying to pull out in traffic on 17th St from 23rd Ave. Between the slight curve, two lanes coming up the hill, and vegetation that block the driver's view – this is very dangerous. Not to mention a possible fire issue – with an emergency vehicles have to deal with people leaving when there's a fire and the fire vehicles not being able to get in to the development on that one small driveway.

48 residential units – the issue with this is the Millennium Development has nothing planned for families. Where are the children suppose to play? On 17th street? This property has a bit of land facing the north and butts up to my property and my neighbors, so are the children to play in that area? What about the city right-aways between my neighbors that come out to the closed cul-de-sac at 24th Ave.

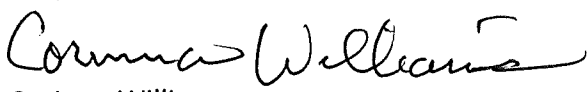
Strain on Infrastructure: There is already an issue with low water pressure and many of us have water boosters. I'm concerned that high-density development will exceed the capacity of this infrastructure and potentially lower our property values. Really, who wants to buy next to (3) 4 -story building, where anyone can look down into their private yard? Yes, property values will drop.

Comprehensive Plan Consistency: The proposed R-4 change is inconsistent with the goals and objectives outlined in the Envision Lewiston 2044 Comprehensive Plan, which seeks to protect and maintain stable, low-density residential neighborhoods. The R-2 classification is intended to protect the quality of life and general welfare of current residents. The City of Lewiston is looking for AFFORDABLE house option for all people, this development is not affordable to families.

I'm also very concerned about the underground parking lot. We are on basalt rock. Basalt exhibits significant compressive strength. Strict safety protocols must be followed to manage ground vibrations. Unfortunately, any blasting can result in foundation issues that might not be realized until much later for those of us closest to this project.

I respectfully request that the Planning & Zoning Commission recommend denial of this application to the City Council, and that the City Council reject this rezoning request. Thank you for your time, consideration, and dedication to preserving the livability of Lewiston and the Darby Village Subdivision.

Respectfully Submitted,


Corinna Williams

Fairview Terrace PUD-Darby Village Subdivision-Block 2 Lewiston, ID

RE: Public Comment and Formal Objection to the Rezoning Application by Millennium Development Group, LLC (R-2 to R-4)

Dear Chairperson and Members of the Planning & Zoning Commission,

I am writing as a local resident to formally object to the rezoning application submitted by Millennium Development Group, LLC. The applicant requests a zoning map amendment to change the designation of the subject property from Low Density Residential (R-2) to High Density Residential (R-4).

I request that this letter be entered into the official public record for the upcoming public hearing and distributed to all commission members for their review.

I oppose this change for several critical reasons:

- **Incompatible Neighborhood Character:** The surrounding area is established as a quiet, low-density neighborhood. Introducing high-density R-4 structures will disrupt the existing architectural scale and diminish the character of our community.
- **Traffic and Safety Concerns:** Our existing street infrastructure is not designed to handle the high volume of traffic generated by an R-4 multi-family development. This increase will create safety hazards for local pedestrians, cyclists, and children.
- **Infrastructure Strain:** The current water, sewer, and stormwater systems in this area lack the capacity to support high-density housing without degrading services for existing residents.
- **Diminished Property Values:** The abrupt transition from R-2 to R-4 will negatively impact the privacy, natural light, and overall property values of the surrounding single-family homes.

The Lewiston Comprehensive Plan emphasizes orderly growth that preserves the integrity of established neighborhoods. Approving this R-4 rezone contradicts those guidelines and sets a damaging precedent for spot zoning.

Thank you for your time, consideration, and dedication to protecting the future of Lewiston's neighborhoods. I urge the Commission to deny this rezoning request.

Sincerely,

Dave Neely

Dave & Tina Neely
1536 24th Ave.
Lewiston, ID 83501
208-553-6019

June 24, 2026

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

I. **CALL TO ORDER**

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

COMMISSIONERS EXCUSED: Shaunita Cable; Kyle Harris;

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

II. **CITIZENS COMMENTS**

None

III. **ACTIVE AGENDA**

A. APPROVAL OF JUNE 10, 2026 MEETING MINUTES (ACTION ITEM)

Commissioners Ball and Anderson moved and seconded, respectively, approval of the June 10, 2026, as written. The motion carried 5-0.

B. APPROVAL OF THE REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS DENYING FAIRVIEW TERRACE PLANNED UNIT DEVELOPMENT AMENDMENT BY MILLENNIUM TRUST, LLC (ACTION ITEM):

Commissioner Anderson and Chair Iacoboni moved and seconded, respectively, to approve the Reasoned Statement for PUD-26-1 as written. The motion carried 5-0.

C. RESIDENTIAL ZONES WORKSHOP:

Katie Hollingshead, Assistant Planner, verbally reviewed the current City residential zone uses and used the City's GIS to provide the locations of current zones and familiarize the commission with the area. Staff provided a description of how a Planned Unit Development is created.

Commissioners discussed current and potential future uses throughout the City zones. Also, how to preserve the residential neighborhoods from moving to commercial and the integrity of the neighborhood. The Commission made comments and asked clarifying questions regarding manufactured home parks and density.

After deliberation and discussion, Commissioners Anderson and Cable moved and seconded, respectively, to recommend approval of ZA-03-26 to the City Council. The motion passed 5-0.

**D. PUBLIC HEARING AND RECOMMENDATION TO CITY COUNCIL ON
ZONE CODE AMENDMENT ZA-04-26 (ACTION ITEM):**

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

Staff Plaskon provided a verbal summary of the zoning code amendment and was available for questions.

Commissioner Ball asked what the motivation was behind the code change.

Staff Plaskon and Commissioner Harris confirmed that it was to add more housing and a more uniform code.

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

After deliberation and discussion, Commissioner Anderson and Chair Iacoboni moved and seconded, respectively, to recommend approval of ZA-04-26 to the City Council. The motion passed 5-0.

**E. PUBLIC HEARING AND SUBSEQUENT DELIBERATION AND DIRECTION
TO STAFF REGARDING THE REASONED STATEMENT FOR FAIRVIEW
TERRACE PLANNED UNIT DEVELOPMENT AMENDMENT BY
MILLENNIUM TRUST, LLC (ACTION ITEM):**

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

Staff Hollingshead provided a verbal summary of the staff report for the Fairview Terrace Planned Unit Development Amendment, along with maps and photos, so the commission could become geographically familiar with the area.

Commissioners asked clarifying questions for items mentioned during the verbal summary of the staff report.

Commissioner Ball asked if staff had the reason for the previous denials on the PUD amendments.

Staff Hollingshead stated she read concerns about density and traffic.

Commissioner Ball asked for more information on CCNRs developed and how they could exclude this parcel.

Staff Tengono stated that the PUD was developed for mixed uses. As the subdivisions were created, the CCNRs were developed at that time, which only pertained to that section of the PUD.

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

Applicant Jayden Mader from Genessee, Idaho, spoke on behalf of Millennium Trust, LLC, and read the document submitted with the application, see Appendix A.

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

Mike Thomason from Lewiston, Idaho, stated he is here to speak against the PUD request. Ask to consider the following: entering and exiting 17th street can be dangerous and will complicate traffic and make it less safe, what will happen to the existing utility services by adding 48 more units, there is nothing showing on the map for storm water and hopes that it will be required, there are no sidewalks, and how will pedestrians navigate this area safely, what about garbage retention, hopes blasting won't be allowed either.

Lyndee Kilfoyle from Lewiston, Idaho, stated they purchased their home with the current standards, and this proposal asks to have a burden placed on the neighborhood. The negative impacts, such as loss of privacy, environmental disruption, public safety on the roadways, and additional traffic on 17th, strongly oppose this submittal. See Appendix B for Lyndee's full comment.

Doug and Kim James from Lewiston, Idaho, oppose the PUD amendment due to it changing the neighborhood vision; the increased density does not coincide with the surrounding area. There have already been a large number of changes, such as Winco and the large apartment complex to the south, that have increased the traffic density. See Appendix B for Doug's full comment.

Christopher Stone from Lewiston, Idaho, opposes the PUD amendment due to the quality of life, and one of the reasons he bought his property was the panoramic

view of the neighborhoods; these tall structures will prevent that. Privacy will be encroached on by having neighbors looking down from their balconies to the homes that are only 25 feet away. The comprehensive plan calls for starter homes and affordable housing, but these apartments do not meet that. It also strains the public resources.

Jerry Kilfoyle from Lewiston, Idaho, stated that the proposed project will eliminate their view and also cause noise pollution due to the air units running consistently. There will be light pollution due to all the new units. The provided traffic statement does not take into consideration delivery trucks and any other additional traffic. See Appendix B for Jerry's full comment.

Steve Thomas from Lewiston, Idaho, opposes this PUD Amendment. The community does need housing, but not in the form of luxury apartments. Asks the commission to reject the proposal.

Pat Kelly from Lewiston, Idaho, stated they are okay for single-family development, but not multi-family. They oppose this PUD Amendment and have concerns for the traffic impact on the area, as it is not safe. How will emergency services access this property safely, and what about foot traffic, it is not currently safe.

Jeana Thomas from Lewiston, Idaho, and she opposes the PUD Amendment. The current traffic is not safe, and nothing has been done to improve the safety of this area. Adding additional traffic will make it even more unsafe. This proposed project does not fit into the existing neighborhood.

Stevi Willows from Lewiston, Idaho, stated that the traffic is already not safe, and pedestrian traffic is not safe either on 17th Street. Adding more density is going to affect their safety. She has concerns about the addition of families trying to go to the school, as it is already full. This amendment will be an undue burden on the neighborhood and asks the Commission to deny the request.

Michelle Phillips from Lewiston, Idaho, stated that she would lose her view, and she opposes the PUD amendment.

Corinna Williams from Lewiston, Idaho, stated the PUD Amendment does not go with the Comprehensive Plan. The Comprehensive Plan calls for more affordable housing, and this project does not meet that. The Comprehensive Plan also states that more density is allowed if it meets the aesthetics of the existing neighborhood; this project does not meet the aesthetics. The underground parking will cause a

need for blasting, and if the blasting goes wrong, it could cause structural damage to surrounding homes. She asks the Commission to deny this application.

Adam Willows from Lewiston, Idaho, opposes this PUD Amendment. The structure will block his view and cause increased traffic to an already existing unsafe area. Blasting will compromise the homes, and does not want to listen to jackhammering.

Staff Ortiz confirmed that the commission received the 15 public comments document. See Appendix C for the remaining 2 public comments.

There being no further public comment, Chair Iacoboni asked the applicant for their rebuttal.

Applicant Rick Keane from Millennium Trust, LLC, stated that there are concerns about the water issue. There is a possibility that there will be street improvements. There are other options instead of blasting, but they have experienced blasting within 15 feet of fiber optic lines, and there was no damage. The structure is considered a low-rise structure, not a skyscraper. There will be efficient heating and cooling systems that do not have compressors, so they will not cause noise. Construction can be done off-site and completed within months. These types of buildings will draw in residents such as high-end doctors or other high-end professionals. There is a water line that is east of the property, and they are going to try to connect to it so it will not disrupt the existing usages. There will be an eight-foot fence around the entire property and a security guard 24/7, so access to the property will not be accessible. The proposal does meet the density recommendations in the Comprehensive Plan. A traffic study has been completed, and the study indicated that the additional traffic can be absorbed into the existing traffic. Property values will not be affected, and the apartments will be valued higher than some of the surrounding properties. There is a need for professional housing. The decision should be based on zoning standards, not CCNRs. The proposal represents a logical completion of the original PUD plan.

Chair Iacoboni asked if the 17th Street upgrades are being paid for by the City of Lewiston or the applicant.

Applicant Keane stated that the City will be paying for the infrastructure. He is willing to assist.

Commissioner Anderson asked if Public Works could provide feedback.

Patrick Severence, Development Review Supervisor with the City of Lewiston, stated there is a concept for a starting point for frontage improvement on 17th Street, but there is no grant. Traffic generation was provided by Millennial Trust, and they are on the threshold of providing additional information. There is no funding for work on 17th St. There is a possibility that 17th could continue as four lanes. There is low water pressure in this area, and one of the ways to correct this is by adding another line to the system from the east. It wouldn't increase pressure, only fire flow.

Commissioner Anderson asked if adding 48 units would affect the system.

Mr. Severance stated this would be vetted through the design process.

Commissioner Harris asked if there were any concerns from the Fire Department.

Julian Sorrell, Fire Marshal, stated there are other options to meet fire demands if the line is not extended from the east, such as installing a fire pump. In regard to accessing the property, that would happen during the design phase. This project would have to be fire sprinklered. The approval provided to the Commission is okaying putting a residential application next to another residential application.

Jennifer Tengono, City Attorney, stated the raised issue about 17th St right of way being on the applicants property. This issue has been addressed at least twice before by the City, once on April 30th of 2012, and the other time on November 30th, 2022. In both times, the city has essentially rejected the assertions that the applicant has raised, and we don't see that this is an issue that it's being made out to be. The City does recognize that when it assumed ownership of that property in 1936, 17th Street was realigned, and when it was realigned at that time, the then-existing highway district constructed the portion of the roadway outside of the deeded public right-of-way and on property that it eventually acquired 60-plus years later. The city of Lewiston took over the stewardship of that section of 17th Street in December of 1969, when the Lewiston Orchards were annexed into the City of Lewiston, and the city has recognized the applicant's concerns, but ultimately, when he purchased the property, 17th Street existed as it was, and he assumed the property with all encroachments at that time.

Applicant Keane stated there are no intentions of putting in a fire pump and will be moving forward with the water line extension, and he disagrees with the City Attorney in regards to the 17th Street right-of-way.

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

After deliberation and discussion, Commissioner Ball and Chair Iacaboni moved and seconded, respectively, to direct staff to draft the Reasoned Statement denying Fairview Terrace Planned Unit Development Amendment. The motion passed 5-0.

IV. STAFF-COMMISSION COMMUNICATIONS:

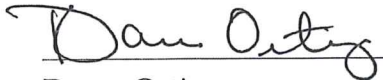
A. Query of Commissioners for the June 24, 2026, meeting.

All commissioners in attendance should be in attendance for the June 24, 2026, meeting, besides Commissioners Cable and Harris.

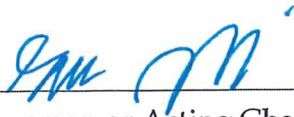
V. ADJOURN

There being no further business, Commissioners Anderson and Harris moved and seconded, respectively, to adjourn. The motion carried 5-0, and the Planning and Zoning Commission adjourned at approximately 8:51 p.m.

RESPECTFULLY SUBMITTED,

_____

Dawn Ortiz,
Recording Secretary

_____

Chairperson or Acting Chairperson
Planning and Zoning Commission

Approved this 21st day of June, 2026.

APPENDIX A



INTRODUCTION

Millennium Development Group, LLC respectfully submits this Planned Unit Development (PUD) Amendment request for approximately 2.65 acres located within the existing PUD originally approved by the City of Lewiston in or around the year 2000–2001.

This request seeks approval to amend the current R2 residential designation within the PUD to an R4 residential designation in order to allow the development of a higher-density residential community consisting of:

- Three (3) residential buildings
- Forty-eight (48) dwelling units
- Four-story buildings approximately 49 feet in height
- Subterranean parking facilities
- Associated landscaping, site improvements, utilities, and open space amenities

This proposal represents the final major segment of the original approximately 17-acre master-planned development area.

HISTORY OF THE PROPERTY AND ORIGINAL PUD

It is important to note that this property was originally zoned R4 prior to the creation of the existing Planned Unit Development. In approximately 2000, Millennium Development Group, LLC initiated the PUD process in order to create a flexible long-term development plan for the larger 17-acre property. At that time, the future development potential and market conditions for various portions of the property were uncertain.

As part of the original PUD approval process, the company voluntarily modified portions of the original R4 zoning and established varying land use designations throughout the PUD, including residential, light commercial, and mixed-use areas. Certain portions of the property were down-designated to R2 residential classifications with the intent of preserving future flexibility while infrastructure and surrounding development patterns matured over time.

More than twenty-five years later, the community's housing needs, development patterns, and infrastructure capabilities have evolved substantially. The proposed amendment reflects the natural progression and completion of the original vision for the property while responding to current housing demand and comprehensive planning objectives within the City of Lewiston.



INFRASTRUCTURE IMPROVEMENTS AND PUBLIC BENEFITS

Millennium Development Group, LLC has made substantial private investments into public infrastructure benefiting not only this development but also the greater surrounding area of Lewiston.

At the sole expense of the developer, significant utility infrastructure was constructed in an area where such services previously did not exist, including:

- Approximately 1,800 lineal feet of new water lines
- Approximately 1,800 lineal feet of new sewer lines
- Installation of sewer manholes and associated utility infrastructure
- Extension and expansion of critical public utility services into the upper portion of Lewiston

Additionally, the developer allowed for the installation and stubbing of a municipal water line connection into 17th Street, thereby enabling the City of Lewiston to connect to the newer water infrastructure located along Nez Perce Grade Road. This connection opportunity supports the City's long-term utility planning objectives and contributes to the interlooping and redundancy of the municipal water system as contemplated within utility planning studies previously prepared or commissioned by the City of Lewiston.

These infrastructure investments have significantly enhanced the serviceability, reliability, and future growth potential of the surrounding area and represent a meaningful public benefit created through private development efforts.

17TH STREET RIGHT-OF-WAY MATTER

Millennium Development Group, LLC also wishes to acknowledge an existing issue involving a portion of 17th Street, which currently traverses the company's privately owned property. Historically, this roadway segment was constructed and has remained located on property owned by Millennium Development Group, LLC, without formal acquisition proceedings, eminent domain actions, or completed right-of-way dedication processes.

For approximately twenty-six years, the company has continued paying property taxes on the affected area while allowing uninterrupted public use of the roadway. The company desires to work cooperatively and amicably with the City of Lewiston to resolve and correct this longstanding matter in a mutually beneficial manner. Millennium Development Group, LLC remains committed to collaborating with City officials in good faith to address any right-of-way adjustments, easements, dedications, or other appropriate mechanisms necessary to formalize and resolve the situation while moving forward constructively with the proposed residential development.



CONCLUSION

Millennium Development Group, LLC respectfully requests approval of this Planned Unit Development amendment to modify the existing R2 designation to R4 for the subject approximately 2.65-acre parcel.

This request is justified and supported by:

- The property's original R4 zoning history
- Substantial private infrastructure investments benefiting the City
- Consistency with the Lewiston Comprehensive Plan
- Existing and planned utility capacity
- The community need for additional multifamily housing opportunities
- The project's compatible density and site design

The proposed amendment represents a logical and appropriate continuation of the original PUD vision established more than two decades ago and will provide meaningful residential and economic benefits to the City of Lewiston.

Millennium Development Group, LLC appreciates the consideration of the Planning and Zoning Commission and the Lewiston City Council and looks forward to continuing to work collaboratively with City staff throughout the review and approval process.

TRAFFIC ANALYSIS AND CIRCULATION

Millennium Development Group, LLC has also undertaken a preliminary traffic analysis addressing projected traffic generation, circulation patterns, and overall traffic impacts associated with the proposed development. The findings of this preliminary traffic review demonstrate that anticipated vehicle trips generated by the project can be adequately accommodated within the existing and planned roadway network serving the area. Considerations involving ingress, egress, internal circulation, and overall traffic flow have been evaluated and incorporated into the development planning process. The preliminary traffic report is included as a supporting exhibit to this application and is submitted herewith for review by City staff, the Planning and Zoning Commission, and the Lewiston City Council.

Respectfully submitted,

Millennium Development Group, LLC



CONSISTENCY WITH THE CITY OF LEWISTON COMPREHENSIVE PLAN

The proposed PUD amendment is fully consistent with the City of Lewiston Comprehensive Plan and future land use designations applicable to the property. The subject property is identified within the City's future land use map as Community Residential, a designation intended to support townhomes, multifamily residential developments, and higher-density residential uses.

The Comprehensive Plan specifically contemplates residential densities of up to eighteen (18) dwelling units per acre within this designation. The proposed development density associated with this PUD amendment is approximately 17.5 dwelling units per acre, which falls within and complies with the Comprehensive Plan's stated density guidelines.

Accordingly, the requested amendment directly aligns with the City's adopted long-range planning policies by:

- Encouraging efficient land use patterns
- Supporting additional housing opportunities
- Promoting appropriately located multifamily development
- Utilizing existing infrastructure investments
- Enhancing residential housing availability within the community

PROJECT DESIGN AND DEVELOPMENT CHARACTER

The proposed development has been thoughtfully designed to provide a high-quality residential environment that integrates modern construction standards, efficient site utilization, and enhanced neighborhood aesthetics.

Key project features include:

- Three architecturally compatible multifamily residential buildings
- Approximately 48 residential units
- Four-story structures with a maximum height of approximately 49 feet
- Subterranean parking to reduce surface parking impacts and improve aesthetics
- Professional landscaping and site improvements
- Internal circulation and utility infrastructure designed to City standards

The development will provide additional housing opportunities in a location already supported by substantial infrastructure capacity and roadway access.



Estimated full-build traffic for 48 condo units

Period	ITE rate used	Estimated trips
Weekday daily, Mon-Fri	4.54 trips/unit/day	~218 vehicle trips/day
Weekday AM peak hour	0.37 trips/unit	~18 trips/hour
Weekday PM peak hour	0.39 trips/unit	~19 trips/hour

Directional split at the single access point

Period	Entering	Exiting	Total
Average weekday daily	~109	~109	~218/day
AM peak hour	~4	~14	~18/hour
PM peak hour	~11	~7	~19/hour

So, at full occupancy, the development would likely add about 220 vehicle trip-ends per weekday to the road. A "trip-end" means one vehicle entering or leaving the site, so one resident leaving in the morning and returning later counts as two daily trip-ends.

For weekends, residential traffic often shifts later in the day and is usually similar or somewhat lower than weekdays. A reasonable planning-level range would be:

Day	Estimated daily trips
Saturday	180-230 trips/day
Sunday	160-210 trips/day

In conclusion this is a relatively modest trip generator. The biggest added load would likely be fewer than 20 vehicles in the busiest hour, all through one driveway. The three-lane street geometry matters for driveway sight distance, turning movements, and safety, but existing road counts and speeds would be needed to determine congestion or whether turn-lane/traffic study thresholds are triggered.

APPENDIX B

Good evening. My name is Lyndee Kilfoyle, and I live at 1635 25th Avenue here in Lewiston.

Jerry, myself, and many of our neighbors purchased our homes based on a reasonable expectation about the long-term character and use of this area. Rezoning stable, established R-2 neighborhoods into substantially higher-density zones fundamentally upends the expectations we relied upon when choosing where to invest our hard-earned money, purchase our homes, and raise our families.

This proposal asks existing homeowners to accept a massive burden. I don't know anyone who would willingly want three huge, 49-foot-tall buildings constructed just 25 feet from their property line.

The negative impacts on our daily quality of life are crystal clear:

- **First, a total loss of privacy and aesthetic character.** Towering four-story buildings will permanently obliterate our neighborhood's visual appeal and invade the privacy of surrounding single-family lots.
- **Second, the environmental disruption.** Sudden, dense crowding will inherently bring intrusive light pollution and increased daily noise to a currently calm, peaceful space. That's not even mentioning the grueling months or years of construction disruption we will be forced to live through.

Public safety on our local streets deserves your absolute highest attention. Increasing density naturally multiplies vehicles, and more vehicles mean more traffic interactions. The introduction of a 48-unit development will cause a sharp influx of cars entering, and moving along 17th Street. This isn't just a matter of minor congestion; it creates valid, daily safety risks for our local pedestrians, neighbors, and children.

Ultimately, you are making life-altering decisions for existing property owners who are the backbone of this community. This proposal forces us to take on increased traffic, increased noise, increased light pollution, and increased safety hazards, while leaving us with decreased privacy and a permanently damaged sense of community.

I strongly oppose this rezoning proposal. I urge you to do what is best for the current residents who live here, pay taxes here, and love this town: please reject this proposal, keep the R-2 designation, and preserve a neighborhood of single-family homes with yards and room to breathe.

Thank you for your time and consideration.

Public Comment - Rezoning R2 to R4 (Darby Village Area)

1621 25th Ave
Darby Village Sub
Block 1 of 2

Good evening,

I am speaking regarding the proposed rezoning from R2 to R4 for Blocks ~~1 and 2~~ within the Darby Village subdivision.

My concerns are based on compatibility, continuity, and consistency with the original intent of the subdivision.

First, compatibility with the existing subdivision is a concern. The surrounding area is primarily single-family homes that were developed under the expectation of R2 low-density zoning. Increasing density to R4 would significantly change the character of the neighborhood and introduce a scale of development that is not consistent with what currently exists.

Second, continuity of the original subdivision intent is important. The subdivision was planned and built as a low-density residential area. Introducing higher-density multifamily housing at this stage does not continue that original vision and would represent a major shift in how the neighborhood functions.

Third, consistency with height and density standards is also a concern. The proposed 50-foot building height and increased unit density are not in keeping with the surrounding residential structures and would create a visual and structural mismatch within the area.

per diagram Canyon by KLEW 144 units

Additionally, since 2008 when we moved here, the surrounding area has already experienced significant change. A WinCo was built nearby, and a large multi-building apartment complex was constructed in the opposite direction. These developments have already increased traffic on our street and in the immediate area. Adding another higher-density project facing our street would further compound traffic, congestion, and overall neighborhood strain.

For these reasons, I respectfully ask the commission to carefully consider whether rezoning this property from R2 to R4 is truly appropriate for maintaining the character and livability of this established neighborhood.

Thank you for your time and consideration.

➔ Perhaps a compromise would be for the P & Z to facilitate collaboration between residents of Darby Village & Rick Keanne to reach a solution for Block 2 while still maintaining R2 zoning status.

Good evening.

My lot on 25th Ave sits directly south of proposed Building 1. My lot is 9,000 square feet, holding one house and **one** HVAC system.

This proposed building, just seven car lengths away, shares that exact same 9,000-square-footprint. Yet, it will pack **16 units** towering nearly 50 feet into the air, completely obliterating our view of the Lewiston Hill.

Let's do the math on the noise pollution. One unit requires one HVAC compressor. This building requires 16. Multiply that by the three proposed buildings, and you get **48 compressors** cycling 24/7 from April to October—all crammed into an area the size of a high school football field. No containment barrier can completely silence 48 breathing compressors.

Furthermore, modern high-efficiency gas furnaces vent sideways through plastic pipes. They produce a constant, irritating buzzing sound. Multiply that by 48 units, and the surrounding neighborhood faces a relentless wall of noise.

Then there is the light pollution. These three 50-foot high monoliths will look less like a residential community and more like a brightly lit motel. To quote the old Motel 6 commercial: 'We'll keep the lights on for you.' They'll definitely keep the lights on for us!

Let's look at the density math. The existing Darby Village subdivision has 13 lots occupying roughly 7 acres. This development introduces *three times* that density—putting 48 units into a space that should represent only a fraction of our existing neighborhood footprint. The developer's traffic summary is fundamentally flawed; it fails to account for the reality of daily delivery trucks from Amazon, FedEx, UPS, and others that already logjam our streets.

Planning and zoning must consider how a development impacts established residents. Putting this complex here is like dropping an ocean-going cruise ship into a quiet harbor of cabin cruisers. It doesn't 'blend in' just because they both float. That cruise ship brings noise, blocks views, creates pollution, and destroys the peaceful harbor it invaded.

When I saw the blueprint of this 50-foot monster looming seven car lengths from my home, I immediately thought of Godzilla—an unnatural entity towering over a frightened, established community just waiting to pounce.

Aside from a data center or a nuclear power plant, I can't think of nothing worse for these 2.6 acres. This behemoth does not fit next to single-family homes. I urge the commission to protect our neighborhood, **keep the R2 designation**, and build homes that seamlessly flow with our already established community.

Thank you.

Jerry Kilfoyle, 1635 25th Ave

EXHIBIT #2

#1

ALL ITEMS ARE SHOWN
TO SCALE

#1 - SHOWS THE PROPOSED CONDO
HEIGHT OF 48 FEET

#2 - SHOWS THE HEIGHT
OF A 6 FOOT HUMAN FIGURE

#3 - SHOWS THE HIGHEST POINT
OF MY EXISTING HOME
OF 13 FEET

LOCATED AT:
1535 24TH AVE
LEWISTON, IDAHO

Courtesy of Pat & Debbie
Kelly

#3

#2

APPENDIX C



Lewiston

Handwritten: Read By Staff Ortiz

Dawn Ortiz <dortiz@cityoflewiston.org>

Re: Wednesday's (June 10) hearing about a planned zoning change

1 message

Beth Everett <beverett742@gmail.com>

Mon, Jun 8, 2026 at 11:24 AM

To: Dawn Ortiz <dortiz@cityoflewiston.org>

Cc: Katie Hollingshead <khollingshead@cityoflewiston.org>, Joel Plaskon <JPlaskon@cityoflewiston.org>

Thank you so much for letting me know you received my email. I made a mistake, it is 25th Avenue instead of street. In addition, I'd like to mention that the water pressure is very low in that area...additional usage by many people will not solve the problem. Thanks for your time.

On Mon, Jun 8, 2026, 10:58 AM Dawn Ortiz <dortiz@cityoflewiston.org> wrote:

Thank you for your comments. We'll pass them along to the Planning and Zoning Commission.

Dawn Ortiz

Community Development Office Supervisor

City of Lewiston



T 208.746.1318 Ext 7265

215 D Street

P.O. Box 617

Lewiston, ID 83501

www.cityoflewiston.org

Handwritten: Emailed 6/8/2026 - Commissioners confirmed they received.

On Fri, Jun 5, 2026 at 2:56 PM Beth Everett <beverett742@gmail.com> wrote:

To whom it may concern,

I am writing to ask that the 25th street/17th street lot not to be changed into a R4 zone. The buildings proposed are taller than a power pole. In addition, there is already plenty of traffic on to 17th street since the road goes right by Winco, which receives a lot of use.

The proposed buildings would house 46 people, which is a significant amount of people and traffic in a small space. There are already apartment buildings in that area that are close to that road.

There is plenty of land in the Lewiston valley that does not already exist in a crowded area. I don't see the need for more apartments in that place..

If the land was already zoned for single family residences, then it seems unfair to other homeowners to suddenly change the zoning and occupancy requirements.

Thanks for your time,

To Read By Starr Ortiz

To: Lewiston Planning and Zoning Commission

We moved to Darby Village in 2019 because the neighborhood met most of our needs including a view, quiet surroundings, and low traffic. We oppose rezoning to allow high density housing on Block Two Darby Village Subdivision because it substantially changes the safe, quiet neighborhood characteristics we value. Specifically:

1. Increased hazards from car and walking traffic on 14th St. This is made worse by the lack of sidewalks and turning lanes on 14th.
2. Increased hazard from walking traffic on 24th Ave which also lacks sidewalks. Foot traffic would be forced to use fire lanes or cross private property.
3. The area already lacks parks or areas for children to play. High density housing could mean more children with inadequate facilities put at higherrisk.
4. The proposed four-story buildings would create privacy issues for adjacent homes that can't be solved with fences.
5. Our current low water pressure issue would be exacerbated.

Again, we oppose the proposed rezoning from R2 to R4 and urge the commission to keep the low-density residential zoning designation on Darby Village Block 2.

Gary and Judy Ferguson

1534 24th Ave

**CITY OF LEWISTON PLANNING AND ZONING COMMISSION
REASONED STATEMENT OF RELEVANT CRITERIA AND
STANDARDS FOR GRANTING OR DENIAL OF
ZONING DISTRICT BOUNDARY CHANGE/REZONE**

This document shall serve as memorialization of the rationale for the granting or denial of a zoning district boundary change/rezone, which shall be based upon relevant criteria and standards, including the Lewiston Comprehensive Plan, Lewiston City Code, and Idaho Code. See I.C. § 67-6535.

I. APPLICATION NUMBER:
PUD-26-1

II. APPLICANT'S NAME AND ADDRESS:
Millennium Trust, LLC
35309 Powell Road
Lewiston, ID 83501

Instrument # 930177

NEZ PERCE COUNTY

7-6-2026 02:41:40 PM No. of Pages: 20

Recorded for : CITY OF LEWISTON

PATTY WEEKS

Fee: 0.00

Ex-Officio Recorder Deputy *phuberharat*

Index to: MISC

III. IDENTIFICATION AND/OR LOCATION OF SUBJECT PROPERTY:

The subject property is a 2.65 acre parcel of vacant land, Darby Village Subdivision Block 2, also known as RPL04050020000, within the Fairview Terrace Planned Unit Development. The subject property is generally located on the west side of 17th Street, south of 23rd Avenue, north of 25th Avenue, and east of the Darby Village Subdivision, Block 1.

IV. DATE OF PUBLIC HEARING:
June 10, 2026

V. NAME OF HEARING BODY:
Lewiston Planning and Zoning Commission

VI. NATURE OF APPLICATION:
Rezone subject property from Fairview Terrace Planned Unit Development Single Family Residential to Higher Density Residential, R-4, Zone.

VII. DECISION:
The Lewiston Planning and Zoning Commission recommends **DENIAL** of PUD-26-1 to the Lewiston City Council.

VIII. RELEVANT CONTESTED FACTS RELIED UPON:

The relevant contested facts relied upon are:

Public comment was received from several property owners in the proposed rezone area with concerns regarding density, scale, increased traffic, lack of infrastructure and loss of neighborhood feel. The public comments received are generalized as follows:

Mike Thomason, Lewiston: Opposed to the rezone. Concerned about loss of views, loss of privacy due to height of the proposed buildings. He addressed concerns about traffic being able to enter and exit from the intersection of 25th Avenue and 17th Street, as well as the clear vision triangle. He noted that the water pressure for the homes on 25th Avenue is very poor and is concerned that adding 48 additional dwelling units to the water system for the area will worsen the problem. Also noted that the plans provided in the application did not address stormwater containment on the subject property, a lack of sidewalks along 17th Street, and no indication where trash receptacles would be placed for the 48 dwelling units. Further, he was concerned that the development would require blasting of the subject property in order build the proposed subterranean garage.

Lyndee Kilfoyle, Lewiston: Opposed to the rezone. The proposed rezone is asking existing property owners to bear the burden of having 49-foot-tall buildings in their backyards, which would intrude the privacy of the surrounding single-family lots. She stated that the intensity of proposed development was not compatible with the single-family neighborhood on 25th Avenue and 24th Avenue. She was further concerned about the increased traffic on 17th Street entering and exiting the roadway. She further noted that the neighborhood will be negatively impacted by increased traffic, increased noise, increased light pollution, and increased safety hazards due to the proposed 48 dwelling units and change to the R-4 Zoning designation.

Doug James, Lewiston: Has concerns about compatibility, continuity, and consistency with the original intent of the existing subdivision. He noted the higher density designation is such an increase in density that it would create a major shift in the neighborhood character. The original subdivision was intended as a low-density residential subdivision. Further, the number of units and size of the proposed buildings (49 feet tall) creates a visual and structural difference from the existing single-family homes that surround the subject property. Since 2008, Winco was built nearby and the Canyon View Apartments were built on Stewart, both of which resulted in increased traffic and created a congestion problem on 17th Street. The rezone of this property to R-4 would not be appropriate to maintain the character and livability of the area. Would like to see a compromise between the applicant and the neighborhood for something less dense.

Christopher Stone, Lewiston: Opposed to the rezone. Stated the proposed development is not compatible with the existing neighborhood. Submitted photos (sent to the Commission prior to the meeting and included with the meeting minutes) demonstrating the physical distance from existing homes to the proposed buildings and an overlay demonstrating the 48-foot-tall Nez Perce County Courthouse overlaid onto the subject property. He noted that the proposed development on the subject property would tower over the single-family residential homes, which are roughly 25 feet away. The units above would be constantly looking over into the

backyards of the single-family homes. Referred to the Envision Lewiston 2044 Comprehensive Plan and the action items regarding affordable housing and missing middle housing and that the proposed luxury condos at the subject property did not meet those action items. He noted the shortage of duplexes, starter homes, and townhomes reflects the themes of the Comprehensive Plan, a shortage of which this rezone would not address. He states that he would like to see the property developed, but that the current proposal alters the essence of the neighborhood and strains public resources.

Jerry Kilfoyle, Lewiston: Stated that his property sits directly south of the subject property and that his lot is 9,000 square feet and contains one dwelling unit. The proposed development on the subject property shows that each of the 3 buildings will occupy a 9,000 square foot area and will contain 16 dwelling units. He further addressed his concerns about the noise that will be generated from 48 dwelling units that will probably have 48 HVAC units with compressors. He believes the noise pollution generated as a result could not be mitigated sufficiently to allow the quiet enjoyment of the neighbors surrounding the subject property. He also stated that the light pollution he believed this would generate would make the buildings look like brightly lit hotels that will shine on the neighbors. He also noted that the traffic study by the applicant is flawed, because it fails to consider daily deliveries (Amazon, FedEx, UPS) and other aspects that would make traffic unreasonable.

Steve Thomas, Lewiston: Has come in front of the Commission three times to oppose similar high intensity amendments from this builder to increase the density of the PUD. Is again asking the Commission to deny the request and keep the single-family neighborhood low density. He noted that the last application to allow duplexes was denied, so it was not feasible to allow three 16-unit luxury condos in this area. He noted that when the applicant developed the single-family subdivision he lives in (Darby Village), the applicant "assured many" in the neighborhood their views would not be blocked and the area would remain single-family housing, and the City should hold him to that.

Pat Kelly, Lewiston: He purchased his home approximately 14 months ago. At that time, he observed a big junk pile located on the subject property behind his residence and reasonably believed that, because the property was zoned for single-family residential use, it would ultimately be developed with single-family homes consistent with the surrounding neighborhood. He noted that the applicant's application contains references to several ancillary issues that are irrelevant to whether the subject property should be rezoned. Traffic is already a concern in the area, particularly when exiting 25th Avenue onto 17th Street. He stated that additional dwelling units would likely increase congestion and negatively impact traffic. He was concerned about access for emergency vehicles, and the lack of certainty on how fire trucks and ambulances will access the neighborhood. Concerns were also raised regarding the lack of sidewalks, pedestrian access, and open space for residents and pets, and how these needs would be accommodated within the development on the subject property.

Jeana Thomas, Lewiston: This is my third time in front of the Commission asking them to deny the request for increased density. She noted that if rezoned, the applicant would be allowed to place up to 72 units on the subject property, which is even more than the 48 she is here to oppose. These are big units, and there could be 3 cars per unit, which would create such a large

increase in traffic. She believes that if allowed, it would be like “Frogger” to enter and exit this development at 25th Avenue. She noted that the street was rated “F” by the City in the early 2000’s and continues to be so rated because nothing has been done to improve it. She noted that the compatibility of the proposed development does not match that of the surrounding neighborhood and should be more in line with the R-2 Zone (single-family).

Stevie Willows, Lewiston: Traffic to and from 25th Avenue is already awful. There are no sidewalks along 17th Street, and no safe walking paths for children to McSorley Elementary School nearby. She also stated that she calls the Public Works Department every year about the weeds growing at the corner of 25th Avenue and 17th Street because the applicant is not taking care of the weeds on his property. The effects of the proposed rezone will place an undue burden on those who work, live, and attend school in the surrounding neighborhood.

Michelle Phillips, Lewiston: She is opposed to the proposed change in the zoning of the subject property. Her home is one of the properties that would be 25 feet away from the 49-foot-tall building.

Corrina Williams, Lewiston: The proposed rezoning is not in conformance with the 2044 Envision Lewiston Comprehensive Plan goals and objectives. Specifically, H.1.1 (Improved quality of and access to affordable housing), which encourages diversity in affordable housing types. She noted that the Neighborhood Residential land use designation provides that “buildings should respect the scale and character of the existing built environment regarding size, mass, and design.” She also referred to LU.2.2 (Allow for density by ensuring compatibility), “build additional housing types in a scale appropriate phase that fit the existing neighborhood.” She equated this development by dividing the Courtyard by Marriott hotel into three side-by-side buildings and placing them on the subject property. She believes this would lead to loss of privacy, loss of views, irreversible changes in landscaping, and homes will lose their value. She notes that the proposed development would overwhelm the existing neighborhoods. The proposed underground parking is not compatible with the neighborhood, and has the potential to threaten the surrounding neighborhood and residential structures. The subterranean garage would require blasting, which has the potential to damage nearby properties, underground public infrastructure, and may cause other unintended consequences.

Adam Willows, Lewiston: When he purchased his home, he knew it was zoned R-2 and was not concerned about future development. However, with this request he is concerned. He noted that traffic is often an issue and sometimes is forced to take risks while pulling out of 25th Avenue with a camper and boat trailer. There are times he is left to simply pull out into traffic onto 17th Street and hope traffic slows or stops around him. He also raised similar concerns as others related to the noise caused by so many HVAC units, the light pollution generated, the blasting of the basalt, and the potential for it to compromise the foundation of his own home.

Dawn Ortiz, Community Development Office Supervisor, asked whether the Commission had received letters from Doug and Kim James, Lisa Fishback, Judy Leslie, Dale Fishback, Tina Marie Thomason, Jen Doughty, Debbie Kelly, Michelle Phillips, Michael Thomason, Patrick Kelly, Renaldo Phillips, Corrina Williams, and Dave & Tina Neely that were included in the packet. All Commissioners confirmed receipt.

Mrs. Ortiz asked whether the Commission had received a letter dated June 9, 2026, from Christopher Stone, two letters each dated June 5, 2026, from Leonard Thumbs and Jerry & Lyndee Kilfoyle, and a letter dated June 8, 2026, from Beth Everett that had been emailed to them. All Commissioners confirmed receipt.

Mrs. Ortiz read an email from Beth Everett, Lewiston. Ms. Everett stated she opposed the proposed rezone. She expressed concerns about the height of the proposed buildings, the amount of traffic 48 dwelling units would generate and the impact of introducing 48 additional families into a small area. She asked that the single-family residential neighborhood be maintained.

Mrs. Ortiz read an email from Gary and Judy Ferguson, Lewiston. Mr. Ferguson stated that he opposed the proposed rezone to allow higher-density residential development, expressing concern that it would substantially alter the safe, quiet, and low-density character of the neighborhood. He also raised concerns about increased pedestrian traffic and the lack of sidewalks on 14th Street, noting that additional foot traffic along 24th and 25th Avenues could create safety issues for pedestrians and motorists and may force pedestrians to use fire lanes or cross private property to access surrounding areas. Mr. Ferguson further expressed concerns regarding the absence of open space within the development for residents and children, potential privacy impacts from four-story buildings located adjacent to single-family homes, and existing low water pressure issues in the area that could be exacerbated by additional residential density.

The applicant, Rick Keane of Millennium Trust, LLC, indicated that to develop the underground parking, he did not intend to use blasting, but more modern methods of rock fracturing. He noted that the basalt is "extremely fractured" and he can use "grout fracturing" to remove the rock quickly without blasting. He also stated that the proposed buildings are "low-rise" buildings and will not be "skyscrapers." As far as the HVAC systems, the development intends to use modern-day hydronics inlaid on the floor for heating and cooling that is very efficient, and the neighbors won't even hear it. Further, he intends to use low impact construction methods to quickly and efficiently build the proposed development, using "pre-stress" building methods. This will result in the building being "built" elsewhere and then assembled on-site, similar to the Davenport in Spokane, Washington, which was built in nine months. He believes that Lewiston has missed out on development for professionals who want higher end condominiums.

In addressing the waterline concerns, the applicant is proposing to install a larger waterline that will provide increased water pressure. Specifically, he would install 1,650 lineal feet of 8-inch C900 water line and associated fire hydrants. Based on preliminary measurements, it would increase the water for "good fire flows," providing approximately 4,250 gallons per minute at 20 PSI. He noted that by doing this, it will provide a general benefit for future development in the area as well, since he would not be installing the new waterline but-for this development. Additionally, as to privacy, he intends to install an 8-foot wall between the subject property and the abutting neighborhood to protect the privacy of the abutting neighborhood and to prevent people from walking between the two areas. As to the consistency of the development, he believed the proposed density is in line with the "Community Residential" land use designation identified in the City's Comprehensive Plan. He noted that it allows for growth in a positive way that does not force it to stay stagnant. He also noted that the Community Residential designation

envisioned density of up to 18 dwelling units per acre, which his proposed development, if rezoned, would comply with. He also stated that prior to his ownership of the property in the early 2000's, the property was zoned R-4, and he wishes to bring the subject property back to that. He believes by rezoning the subject property to R-4, it will reinstate the "historical zoning" of the subject property. He also stated he was the one who changed the subject property to a PUD, and that through various processes, he created several developments consistent with the PUD. He indicated that the proposed rezone would "restore[]" a residential density pattern consistent with the property's historical zoning and planning history."

As to the traffic impacts, the applicant indicated that a preliminary traffic study was performed and submitted with the application, which anticipates that traffic generated by the development can be accommodated within the existing roadway network. He further noted that he would be willing to continue working with City staff and engineers to ensure compliance with rules and regulations. He also indicated that it was his belief that the City was in the process of obtaining grants for a 17th Street project that would provide public improvements and maybe even widen the roadway in this area. City Development Engineer Pat Severance testified there were no such projects currently planned, but the City has worked towards conceptual layouts related to roadway upgrades in that area. He also indicated that the City was not in the process of obtaining grants but had reached out to property owners for their input on conceptual plans for the future. He noted that there were no designs developed at this time. He also pointed out that the proposed waterline upgrades to be made by the applicant will not affect the water pressures of the residential water lines but will increase water flows for fire-related purposes. He noted that the area of the subject property generally has low water pressure as it is near the boundaries of the City's water system and because the water in the waterlines must travel in an upward direction. As the waterlines gain elevation they lose water pressure. However, the specific impacts of the proposed development on the water system would be evaluated through the design process at a later stage, because the applicant is only seeking to rezone the subject property and development-specific plans are not required at this stage.

In addressing the neighbors' objections based on reduced property values, the applicant noted that there has been no evidence produced showing that the proposed development would reduce property values. Conversely, he noted that the proposed condos will be marketed at significantly higher values than many of the surrounding residences. The project will include professional construction and landscaping, structured parking, and controlled access features.

As to the building heights and views, he noted that the proposed building's height follows local regulations and the Comprehensive Plan, and that neighbors are focusing on CC&Rs that affect their subdivision but have no application or regulation over the subject property, which was excluded from the CC&Rs. The proposed development efficiently uses the topography within the subject property. The applicant further questions the focus on affordable housing, when the City has also missed opportunities for luxury housing options. He notes that the City is missing out on a desirable market for luxury housing, which this development would meet. He stated that the units are proposed to sell at \$500,000 to \$800,000, with buyers having additional options for interior finishes that range from another \$150,000 to \$600,000. For example, he plans to incorporate bathtubs valued at \$25,000.

Fire Marshal Julian Sorrell testified that if the applicant does not install the upgraded waterline, then the project would likely not be developable, there likely would not be sufficient water pressure to meet fire demands. He noted there may be an alternative option of installing a “fire pump” at the end of the existing pipe to meet fire demands, which would cost between \$150,000 to \$250,000, but offer no benefit to the surrounding area. As far as emergency access, its all conceptual at this time and the City will continue to work with the developer if they move forward.

Comments and testimony outside the scope of the application have been omitted related to a 17th Street encroachment on the subject property.

IX. RELEVANT CRITERIA AND STANDARDS:

The following relevant criteria, standards, facts, and considerations are hereby declared as reasons for the decision on this zoning district boundary change/rezone:

1. The proposed rezone **is** in general conformance with the Lewiston Comprehensive Plan. Applicable commentary:

The subject property consists of approximately 2.65 acres (115,434 square feet) of vacant land located on the west side of 17th Street between 23rd Avenue and 25th Avenue. The property comprises the unplatted portion of the adjacent Darby Village Subdivision, also known as Block 2, which borders the property to the west and south. The Houston Plaza Professional Center, also located within the Fairview Terrace Planned Unit Development (“PUD”) is situated immediately north of the subject property. Existing single-family residences, both within the PUD and within the City’s Low Density Residential, R-2, Zone, are located to the west and south. Across 17th Street to the east is vacant property zoned Regional Commercial, C-6, Zone.

In 2024, the City adopted the Envision Lewiston 2044 Comprehensive Plan that adopted new goals and objectives for all land uses within the City and Area of Impact, as well as re-designated all future land uses within the same areas. The City’s Future Land Use Map identifies the subject property as being within the Community Residential future land use designation. The Community Residential future land use is a mid-to-high intensity residential land use designation that provides a wide array of housing options. This designation is located on or near major roadways to ensure high levels of access and to provide a transition of intensity from low-intensity residential areas to more intense commercial areas. Housing options range from small lot single-family, townhomes, and multifamily dwellings. Land within the Community Residential designation may include very limited commercial uses (mixed-use, neighborhood corner store, childcare facilities, business offices that don’t have primarily on-site customer service, institutional uses, etc.). The suggested density range is 8 to 18 dwelling units per acre. More than 18 dwelling units per acre can be considered under specific circumstances.

The subject property is located on an arterial roadway (17th Street), but there is not an existing access point into the subject property from 17th Street. A corridor study for 17th Street was provided to the Commission from the Engineering Division of Public Works and the Commission heard testimony from City Development Engineer Severance that while the City has worked towards developing conceptual layouts related to roadway upgrades in that area, the City is not in the process of obtaining grants or other funding towards any specific plans or project. He also noted that there were no actual designs developed from those conceptual layouts at this time.

Commissioner Harris expressed that the proposed rezoning of the subject property was difficult, because in some ways it does comply with the Comprehensive Plan, whereas in others it does not. Commissioners Iaconboni and Anderson agreed. Commissioner Anderson noted that the proposed rezone does partially comply with the Comprehensive Plan in that the Future Land Use Map designation of Community Residential is intended to “provide[] transition and intensity from adjacent uses and zones.” She notes that balancing the applicable criteria is challenging because it is unclear whether the proposed rezone fits squarely within them. In particular, relating to access (“Access: Located on a collector or arterial roadway with adequate access for the proposed use”) is difficult to evaluate because access to the subject property has not yet been established.

The Commission discussed how the original PUD was initially designed, noting that subsequent amendments shifted the locations of the various zoning designations within the development. The Commissioners observed that, had the original PUD configuration remained intact and the R-4 zoning not been relocated to other areas, the proposed rezone would be more consistent with the original plan as the applicant testified. However, because zoning designations have since been redistributed and additional higher-density residential areas have already been established within the development, retaining the subject property as single-family residential appears more appropriate.

Commissioner Anderson also noted that, based on traffic considerations alone, Goal T.C.1.1 relating to traffic safety is not met. She referenced both the proposed increase in density and concerns raised in public comments. *See* Section VIII above for generalized statements from the public. The Commission discussed how the additional traffic generated by the proposed development would increase the number of vehicles crossing 17th Street from 25th Avenue to travel north at an uncontrolled intersection. Members expressed concern that the resulting increased traffic volumes could create congestion, reduce traffic safety, and increase the likelihood of accidents, thereby creating incompatibility with the surrounding transportation network.

Commissioner Ball noted that the proposed R-4 zoning designation would not be adjacent to any existing Medium Density Residential (R-3) zoned property. She also observed that the overwhelming majority of public comments opposed the application, citing concerns about the loss of neighborhood character and privacy due to the height and scale of the proposed buildings. *See* Section VIII above for generalized statements from the public and the applicant concerning these subjects. Commissioner Ball further stated that the vacant parcel across 17th Street, which is currently zoned C-6, would be a more appropriate location for R-

4 zoning and could serve as a logical transition area between existing uses. She also discussed Goal LU2.2, which encourages density while ensuring compatibility, and noted that the applicant's proposal would satisfy this objective to the extent that it would provide housing types and densities not currently available in the area.

She further stated that the applicant's dismissal of concerns regarding affordable housing was misplaced, as the proposal would introduce a high-end, high-density residential development adjacent to existing single-family residential neighborhoods and lower-intensity commercial uses. She noted that the nearby Regence Building is currently vacant and does not represent a higher-intensity use. Commissioner Iaconboni agreed, emphasizing the lack of an appropriate transition or buffer between the proposed high-density development and the surrounding single-family residences. While the applicant indicated that an 8-foot fence would be installed to provide separation, the Commission noted that a fence alone does not constitute the type of buffering or transitional design contemplated by the Comprehensive Plan.

The Commission agreed that the following statements from the Comprehensive Plan were applicable to the proposed rezone and were in general conformance with it:

- LU.2 Provide housing choices throughout Lewiston.
- LU.2.1 Diversify possible housing options. Ensure that a variety of types, scale and density-appropriate housing can be constructed throughout Lewiston, promoting neighborhoods that cater to residents of all incomes, ages, family structures and cultures. (Although the Commission has concluded the proposed development is not density-appropriate).
- LU.2.3 Facilitate workforce housing for critical services and employers. Key sectors such as healthcare, education, emergency services, and personal services need workforce housing in Lewiston. Explore what land use policy changes and regulation would enable such development.
- H.1 Increase housing quality and production.
- H.3.2 Maximize efficient housing development. Encourage denser housing types in areas with infrastructure capacity and transit access. (Commissioner Anderson brought up as in favor).

The Commission agreed that the following statements from the Comprehensive Plan were applicable to the proposed rezone and showed that the proposed rezone was not in general conformance with it:

- LU.1.1 Optimize zoning alignments. Align incompatible zoning and land uses and development regulation with the Future Land Use Map to establish consistent and compatible growth patterns.
- LU.2.2 Allow for density by ensuring compatibility. Build additional housing types in a scale appropriate way that fits into existing neighborhoods.
- H.1.3.3 Study and act to overcome barriers to housing development for housing types that are not currently being built (e.g. multifamily and missing middle housing). Barriers may include parking requirements, state restrictions on uses of funding, environmental review, developer infrastructure investments, permitting timelines, land availability, lack of land zoned for these housing types, lack of zoning code use by right allowance for these housing types, and others.

- H.3.2 Maximize efficient housing development. Encourage denser housing types in areas with infrastructure capacity and transit access. (Commissioner Iaconboni brought up as against).
- H.3.2.1 Identify areas within walking distance of existing or planned transit services and direct resources to encourage missing-middle and denser housing types in those locations.

The Commission discussed the proposed transition from a low-density, single-family residential zoning designation to a high-density residential zoning designation without an intervening transition area, such as medium-density residential development. The Commission found that the absence of a graduated transition between land uses was not an optimal zoning arrangement and would likely impose undue impacts on the existing single-family residential neighborhood. The Commission also identified concerns regarding the adequacy of existing infrastructure to support the proposed density. Specifically, members noted deficiencies or limitations related to water, sewer, roadway, and sidewalk infrastructure and concluded that the existing infrastructure was not adequate to serve the proposed development at the requested density level.

In reaching this conclusion, the Commission relied on extensive public testimony expressing concerns about the compatibility of four-story residential buildings, each containing 16 dwelling units, being located immediately adjacent to single-family homes. The Commission agreed that the scale and intensity of the proposed development were not appropriate for the character of the surrounding neighborhood.

The Commission also relied on public testimony stating that the proposed Higher Density Residential, R-4, zoning designation would not be compatible with the existing single-family residential character of the Darby Village Subdivision portion of the PUD. *See* Section VIII above for generalized statements from the public and the applicant. The Commission agreed that the increase in density from 5 to 8 units per acre (as allowed in the Low Density Residential, R-2, Zone) to up to 18 units per acre (as described in the Community Residential Future Land Use section of the Comprehensive Plan) represented a substantial increase in intensity that was incompatible with the existing neighborhood.

The Commission also relied on staff testimony that the 2.65-acre subject property could potentially accommodate up to 70 dwelling units under City standards. Although the applicant proposed 48 dwelling units, the Commission recognized that a rezone the Higher Density Residential, R-4, Zone could allow for additional dwelling units if the applicant later revised the development design. Accordingly, the Commission determined that the maximum density permitted under the requested zoning designation had to be considered in evaluating the application.

The Commission noted that under the R-2 designation, the applicant could potentially develop the property at a density of up to 15 dwelling units per acre, which would still generate more traffic than the area currently experiences undeveloped, but that it would be more compatible with the scale and character of the surrounding neighborhood. The Commission further noted that the maximum building height allowed in an R-2 zone is 35

feet; however, because the subject property is subject to the original PUD's single-family residential designation in effect at the time, the applicable height limitations are even more restrictive than those otherwise allowed in the R-2 zone.

Ultimately, the Commission found that the proposed rezone is generally in conformance with the Comprehensive Plan, even though not entirely. The Community Residential designation supports infill development and provides flexibility for a variety of development options, which aligns with several of the Comprehensive Plan's goals and objectives. However, the Commission felt that other goals and objectives of the Comprehensive were not met, namely related to compatibility, traffic safety, and density.

2. The subject property **is not** at least as well suited or is better suited for the proposed zoning district than the existing zoning district. Applicable commentary:

The subject property consists of approximately 2.65 acres (115,434 square feet) of vacant land located on the west side of 17th Street between 23rd Avenue and 25th Avenue. The property comprises the unplatted portion of the adjacent Darby Village Subdivision, also known as Block 2, which borders the property to the west and south. The Houston Plaza Professional Center, also located within the PUD is situated immediately north of the subject property. Existing single-family residences, both within the PUD and within the City's Low Density Residential, R-2, Zone, are located to the west and south. Across 17th Street to the east is vacant property zoned Regional Commercial, C-6, Zone.

The PUD was originally developed in 1978 by Baldwin Skelton Land Company to create a planned unit development to allow for commercial, multi-family, two-family, and single-family land uses. The applicant became the owner of the subject property in the early 2000's. Several requests for amendments to the PUD have been made over the years at the applicant's request. In 2002, an amendment was made to change the southwest corner of 23rd Avenue from high-density residential designation to commercial designation. This amendment also requested an amendment to the City's then-in-effect Comprehensive Plan (1999). This action was approved but limited the use to professional offices only. Houston Plaza was then built in this section of the PUD.

An amendment request was made in 2003 to change the PUD designation of the 1600 Block of 23rd Avenue on the south side from multifamily and two-family residential designation to professional offices for an addition to the Houston Plaza. This amendment was approved by City Council and the addition to Houston Plaza was built. A second amendment request was made in 2003 to change the PUD designation on the 1600 Block of 25th Avenue on the north side, from single-family residential designation to two-family duplex residential designation. This amendment request was denied by City Council.

In 2005, a Comprehensive Plan Map Amendment and Zone Change request was granted to remove 2.03 acres from the PUD and rezone it to Regional Commercial, C-6, Zone for Regence Blue Shield to expand its campus. This amendment was also approved by the City Council.

In 2006, the Darby Village Subdivision plat was completed and approved by City Council. It created the cul-de-sac on 24th Avenue, the dead-end street on 25th Avenue, and subdivided approximately 6.978 acres into 13 single-family dwelling building lots. Block 2 of the Darby Village Subdivision (the subject property) was not included in the subdivided lots.

Another amendment request was made in 2007 to allow for 8 duplexes or 16 dwelling units on the subject property, but the request was denied by City Council.

The subject property is currently vacant land with topography sloping downhill to the north-northwest. There is approximately 56 feet of elevation drop from the southern property line to the northern property line. Sewer and water lines were installed from the cul-de-sac at 24th Avenue into the subject property in two small public rights-of-way. There is a natural drainage to the west of the cul-de-sac.

The applicant is requesting an amendment to the PUD for the subject property, from single-family residential to Higher Density Residential, R-4, Zone. The applicant proposes to build three multifamily residential buildings, with each buildings footprint at approximately 9,152 square feet and four stories (49 feet) in height. The three buildings would contain a total of 48 dwelling units and a subterranean parking garage. The current site plan provided by the applicant also depicts 26 outside parking stalls. However, the site plan does not show the internal parking lot configuration, landscaping, or ADA parking stalls, which may reduce the total number of outside parking stalls. The application refers to open space but does not show open space on the site plan. Access to the site would be from 17th Street at the southern end of the subject property, near the intersection of 25th Avenue and 17th Street.

The Commission relied on testimony from members of the public stating that the proposed Higher Density Residential, R-4, Zone would not be compatible with the existing single-family residential designation for the Darby Village Subdivision portion of the PUD. *See* Section VIII above for generalized statements from the public and the applicant. The Commission agreed that the increase in density from 5 to 8 units per acre (as allowed in the Low Density Residential, R-2, Zone) to up to 18 units per acre (as described in the Community Residential Future Land Use section of the Comprehensive Plan) was such an increase in density that it was incompatible with the existing neighborhood character.

The Commission also relied on staff testimony that the 2.65-acre subject property could potentially accommodate up to 70 dwelling units under City standards. Although the applicant proposed 48 dwelling units, the Commission recognized that a rezone the Higher Density Residential, R-4, Zone could allow for additional dwelling units if the applicant later revised the development design. Accordingly, the Commission determined that the maximum density permitted under the requested zoning designation had to be considered in evaluating the application.

Commissioner Iaconboni emphasized that the proposed rezone is not compatible with the surrounding neighborhood because it represents a dramatic increase in both density and scale. He noted that, in areas where Low Density Residential, R-2, and Higher Density

Residential, R-4, zoning districts are located near one another, Medium Density Residential, R-3, areas often serve as transitional buffers between the differing intensities of development. He observed that no such transition area is proposed in this case.

Commissioner Iaconboni further stated that, even setting aside the applicant's specific development proposal, the requested rezone itself would allow a level of development that is substantially different from surrounding land uses. He noted that a rezone from the existing single-family designation to Higher Density Residential, R-4, could permit up to approximately 70 dwelling units on the subject property. In his view, no surrounding property contains development of a comparable scale or intensity, demonstrating that the subject property is not well-suited for the requested zoning designation.

Commissioners Ball and Anderson acknowledged that some higher-density residential developments exist in the broader vicinity, including Fair View Terrace Apartments and Canyon View Apartments. However, they concluded that those developments are not comparable in scale or intensity to either the applicant's proposal or the level of development that could be permitted under the requested R-4 zoning designation.

The Commission agreed that the proposed rezone was not scale appropriate next to a single-family land use designation and that the proposed rezone would result in an incompatible level of density being introduced into the neighborhood based on the following goals and objectives of the Comprehensive Plan:

- LU.2.2 Allow for density by ensuring compatibility. Build additional housing types in a scale appropriate way that fits into existing neighborhoods.
- TC.2.3 Manage traffic congestion. Have adequate flow, width, and functionality of roadways.
- TC.2.3.3 Develop access management standards that provide a balance between access to adjoining land and safe and efficient traffic flows.

The Commission agreed that, while arterial roadways are generally the most appropriate locations for higher-density development, 17th Street lacks the infrastructure necessary to safely accommodate additional access points and traffic associated with the proposed density. The Commission expressed concerns regarding the steep topography of the area, existing sight-distance limitations, and the challenges associated with additional ingress and egress movements onto 17th Street.

In addressing transportation-related Comprehensive Plan policies, Commissioner Anderson stated that Goal TC.2.3 is not satisfied because the subject property is located within a "bottleneck" area where southbound traffic on 17th Street transitions from two lanes to a single lane near 25th Avenue. She further noted that Goal TC.1.1, which seeks to "reduce crash rates for all modes of transportation" and "understand and mitigate safety risks, especially for the most vulnerable system users," is not adequately addressed by the application because the proposal does not sufficiently mitigate the traffic and safety concerns identified by the Commission and the public.

Commissioner Ball also noted that existing public transit infrastructure is limited in the area. Specifically, there is no designated pull-off area for transit vehicles, nor does the proposed development include accommodation for future transit stops or related facilities.

The Commission further discussed the proposal's limited consideration of public school transportation needs and the absence of nearby school bus stop facilities. Members expressed concern that the application did not adequately address how the proposed increase in residential density would affect school transportation services or pedestrian access for students within the area.

3. The proposed rezone **does** present foreseen, immitigable impacts of incompatible uses or development being located in the same vicinity. Applicable commentary:

The subject property consists of approximately 2.65 acres (115,434 square feet) of vacant land located on the west side of 17th Street between 23rd Avenue and 25th Avenue. The property comprises the unplatted portion of the adjacent Darby Village Subdivision, also known as Block 2, which borders the property to the west and south. The Houston Plaza Professional Center, also located within the PUD is situated immediately north of the subject property. Existing single-family residences, both within the PUD and within the City's Low Density Residential, R-2, Zone, are located to the west and south. Across 17th Street to the east is vacant property zoned Regional Commercial, C-6, Zone.

The single-family residential neighborhood in Block 1 of the Darby Village subdivision has lot sizes ranging from .22 acres as the smallest to 1.14 acres at the largest. Block 1 also has restrictive covenants in place that govern various design and development aspects of the subdivision, but these restrictions are not applicable to Block 2 (the subject property). These restrictive covenants are not enforced by the City or applicable to real property outside of Block 1. Testimony was received on these privately imposed covenants, but the Commission did not consider such testimony expect to the extent that they referred to the relevant criteria and standards by which the application is required to be judged.

The subject property is located approximately one block south and one block east of McSorley Elementary School and is approximately 2 blocks south of the Lewiston Center Mall, Winco Foods, and a Lewiston Transit Bus Stop.

The Commission heard testimony from the applicant and members of the public regarding the proposed development of the subject property. *See* Section VIII above for generalized statements from the applicant and members of the public. As presented, the applicant's proposal consists of three architecturally compatible multifamily residential buildings containing approximately 48 dwelling units. The buildings would be four stories in height, with a maximum height of approximately 49 feet. The proposal also includes subterranean parking designed to reduce surface parking impacts and improve site aesthetics, professional landscaping and site improvements, and internal circulation and utility infrastructure designed to meet City standards. *See* Section VIII above for generalized statements from the applicant and the applicant's materials submitted with the application.

The Commission agreed that the density and intensity of the proposed development could not reasonably be accommodated on the subject property without substantial vertical construction. The Commission found that the scale of development necessary to achieve the proposed density, including the height and massing of the proposed structures, was incompatible with the character of the surrounding neighborhood, which is predominantly comprised of single-family residential development. The Commission heard testimony from the public regarding the potential of noise pollution from compressors running air conditioning units for 48 residential units and the light pollution from lighting for the proposed buildings. *See* Section VIII above for generalized statements from the public and applicant.

The Commission also heard testimony from the applicant regarding his proposed methods of development for the subject property and measures that were planned to minimize noise and light trespass, including hydronic heating and cooling systems and specialty glass in the proposed units. The applicant also testified that he would be using modern building techniques that would construct the building much faster than a traditional wood-built structure and that an 8-foot wall would be built around the subject property for privacy. Additionally, in addressing the public's concerns related to the underground parking proposed for the subject property, the applicant testified that he would use grout fracturing to reduce the impacts on the neighborhood from demolition of the basalt for the parking areas. *See* Section VIII above for generalized statements from the applicant and the applicant's materials submitted with the application.

The Commission agreed that the impacts of three 49-foot-tall buildings, 25 feet away from existing single-family homes could not be mitigated by an 8-foot-tall privacy wall or the modern building techniques discussed by the applicant. The Commission agreed that the proposed density and scale of the development would produce noise, light pollution, traffic congestion and possible traffic safety problems that could not be overcome.

4. The effects of the proposed rezone **are not** anticipated to place undue burden upon delivery of services provided by any political subdivision within the planning jurisdiction, including school districts. Applicable commentary:

Political subdivisions were notified of the proposed rezone of the subject property. The Commissioners noted the lack of opposition from political subdivisions indicated that they did not object to the proposed zoning of the subject property.

The Engineering Division of Public Works provided the following comment: "Several utility upgrades will be necessary to support the project, and the developer appears to acknowledge these improvements within the submitted PUD Amendment Narrative. The City has completed a Water Study identifying improvements to the existing water system necessary to serve the development []. Additionally, the City has completed a Corridor Study evaluating frontage improvements along the 17th Street grade [], as well as a citywide Stormwater Master Plan identifying required stormwater infrastructure improvements []. Sewer service

was previously extended to this parcel during earlier phases of the Darby Village subdivision. The submitted Traffic Impact Statement indicates that the development is expected to generate more than 100 vehicle trips per day, which meets the threshold requiring completion of a Traffic Impact Study. [] The Traffic Impact Study should evaluate the proposed connection to 17th Street.” *Internal citations omitted, and can be found in their entirety in the City’s Staff Report.*

The Lewiston Fire Department provided the following comment: “Access and water supply to comply with International Fire Code requirements. On site access roads, fire truck turnarounds and on-site fire hydrants may be required. Cannot determine required fire flow, access and fire protection requirements until size and type of construction of buildings is/are determined. Fire has no objection to a proposed Planned Unit Development amendment.”

The Commission also heard testimony from Pat Severance, Development Engineer, Public Works Department and Julian Sorrell, Fire Marshal, Lewiston Fire Department regarding existing infrastructure and code requirements for water, sewer, stormwater, frontage improvements and fire sprinklers that would be required at the building permit phase of development, should the proposed rezone be approved. *See* Section VIII above for generalized statements from City staff.

While the Commission heard testimony from a member of the public whose child attends McSorley Elementary and indicated the school was at “max capacity” and was not capable of absorbing any additional children at that location, the Commission also recognized that the Lewiston Independent School District No. 1 was provided notice of the application and did not provide comment itself concerning its ability to provide services to the subject property under the proposed zoning designation. Public comments also raised concerns about whether the timing of the traffic studies considered the additional volume of traffic during the school year and pick up and drop of times. They questioned whether the traffic studies were accurate if they did not account for these higher volume times.

5. The size, type, intensity, and density of development expected to occur on the subject property as a result of this rezoning **is not** suitable for the area and **will** unduly burden the neighborhood, public infrastructure, or environmental resources. Applicable commentary:

The subject property consists of approximately 2.65 acres (115,434 square feet) of vacant land located on the west side of 17th Street between 23rd Avenue and 25th Avenue. The property comprises the unplatted portion of the adjacent Darby Village Subdivision, also known as Block 2, which borders the property to the west and south. The Houston Plaza Professional Center, also located within the PUD is situated immediately north of the subject property. Existing single-family residences, both within the PUD and within the City’s Low Density Residential, R-2, Zone, are located to the west and south. Across 17th Street to the east is vacant property zoned Regional Commercial, C-6, Zone.

The single-family residential neighborhood in Block 1 of the Darby Village subdivision has lot sizes ranging from .22 acres as the smallest to 1.14 acres at the largest. Block 1 also has

restrictive covenants in place that govern various design and development aspects of the subdivision, but these restrictions are not applicable to Block 2 (the subject property). These restrictive covenants are not enforced by the City or applicable to real property outside of Block 1. Testimony was received on these privately imposed covenants, but the Commission did not consider such testimony except to the extent that they referred to the relevant criteria and standards by which the application is required to be judged.

The subject property is located approximately one block south and one block east of McSorley Elementary School and is approximately 2 blocks south of the Lewiston Center Mall, Winco Foods and a Lewiston Transit Bus Stop.

17th Street is considered an arterial roadway. There is currently no access point into the subject property from 17th Street. The Engineering Division of the Public Works Department has provided applicable portions of a corridor study done on 17th Street and has commented that a Traffic Impact Study would be required as part of the building permit submittal to evaluate the proposed connection point to 17th Street, as well as traffic volume impacts to the street network, including sight-distance and safety considerations that may need to be mitigated by the applicant. Public comments related to traffic safety, access, and the need to mitigate anticipated congestion focused on the current conditions of the 17th Street and difficulty accessing Block 1 of the Darby Village Subdivision. *See* Section VIII above for generalized statements from the public and the applicant. Several members of the public testified that traffic conditions in the area are already congested and, at times, create circumstances in which they feel compelled to undertake riskier turning and merging movements in order to continue to their destinations. *See* Section VIII above for generalized statements from the public.

The Commission relied on testimony from the public, as well as the applicant, regarding the size and type of development proposed on the subject property. The Commission agreed that three 49-foot-tall buildings containing 48 dwelling units was an intensity and density that was not suitable for the existing neighborhood and would present a foreseen burden to both the existing residential homes and the public infrastructure. Commissioner Harris noted that the applicant's plans to install additional water infrastructure to support fire flows are still conceptual and does not represent actual changes to the current infrastructure. Additionally, the Commission noted that there is a lack of current plans for other types of public infrastructure (residential water, sewer, street-related, and public sidewalks) as other important factors demonstrating that this particular application is too dense and too intense for the time being. The Commission noted that until additional public infrastructure is available, development at a lower density and intensity would be more appropriate for the subject property and more consistent with the capacity of the surrounding transportation and public utility systems.

The Commission discussed the Comprehensive Plan and its goals to create buffer areas between commercial zones and low-density residential zones. The Commission agreed that while a Higher Density Residential, R-4, Zone was appropriate next to the Regional Commercial, C-6, Zone (to the east across 17th Street), the lack of a Medium Density Residential, R-3, Zone to buffer between the Higher Density Residential, R-4, and the single-

family designation in the PUD was not compatible with the size and type of housing that currently exists in the neighborhood.

The Commission also relied on testimony from members of the public stating that the proposed Higher Density Residential, R-4, Zone would not be compatible with the existing single-family residential designation for the Darby Village Subdivision portion of the PUD. *See* Section VIII above for generalized statements from the public and the applicant. The Commission agreed that the increase in density from 5 to 8 units per acre (as allowed in the Low Density Residential, R-2, Zone) to up to 18 units per acre (as described in the Community Residential Future Land Use section of the Comprehensive Plan) was such an increase in density that it was not compatible with the existing neighborhood.

The Commission also relied on staff testimony that the 2.65-acre subject property could potentially accommodate up to 70 dwelling units under City standards. Although the applicant proposed 48 dwelling units, the Commission recognized that a rezone the Higher Density Residential, R-4, Zone could allow for additional dwelling units if the applicant later revised the development design. Accordingly, the Commission determined that the maximum density permitted under the requested zoning designation had to be considered in evaluating the application.

The Commission also heard testimony from several neighbors who have lived in the neighborhood since the Darby Village Subdivision was created in 2006, who have previously come in front of the Commission when the applicant previously asked for the zoning designation to be changed to multifamily for the subject property. *See* Section VIII above for generalized statements from the public. One public commenter noted that the prior applications were for less dense development (duplexes), so it does not make sense to the speaker that a more intense use would now be proposed to the Commission.

6. The proposed rezone **is** in conformance with Idaho Code § 67-6537, Use of Surface and Ground Water. Applicable commentary:

No testimony was received regarding the use of surface and ground water from political subdivisions that received notice, the public, or the applicant. The application materials indicated that he intended to use municipal water, consistent with local rules and regulations. As a result, the Commission determined that there was no credible information to indicate that the proposed areas would not be in conformance with Idaho Code § 67-6537.

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

The Commission determined that, at this time, the applicant could not take actions to mitigate its request to rezone the subject property to the Higher Density Residential, R-4, Zone to a level that would allow the Commission to approve it. The Commission further found that the R-4 Zone's potential to allow up to 70 additional dwelling units is incompatible with the immediate

neighborhood and the existing public infrastructure. The Commission also concluded that the incompatibility of high-density residential uses, the inadequacy of public infrastructure, and the absence of a Medium Density Residential, R-3, Zoning buffer between PUD's single-family uses and the proposed Higher Density Residential, R-4, Zone were unmitigable factors for the current application.

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

The Commission also indicated that if the applicant were to submit a request for a different zoning designation—meaning the application would need to be fundamentally changed from an R-4 request—the Commission would be more willing to consider rezoning from single-family development, provided the proposed density and intensity are more compatible with the surrounding area.

Signatures on next page

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

By: *gn OM*
Signature of Planning and Zoning Commission Chair or Vice Chair or Acting Chair

Printed: *Gabriel Iacoboni*

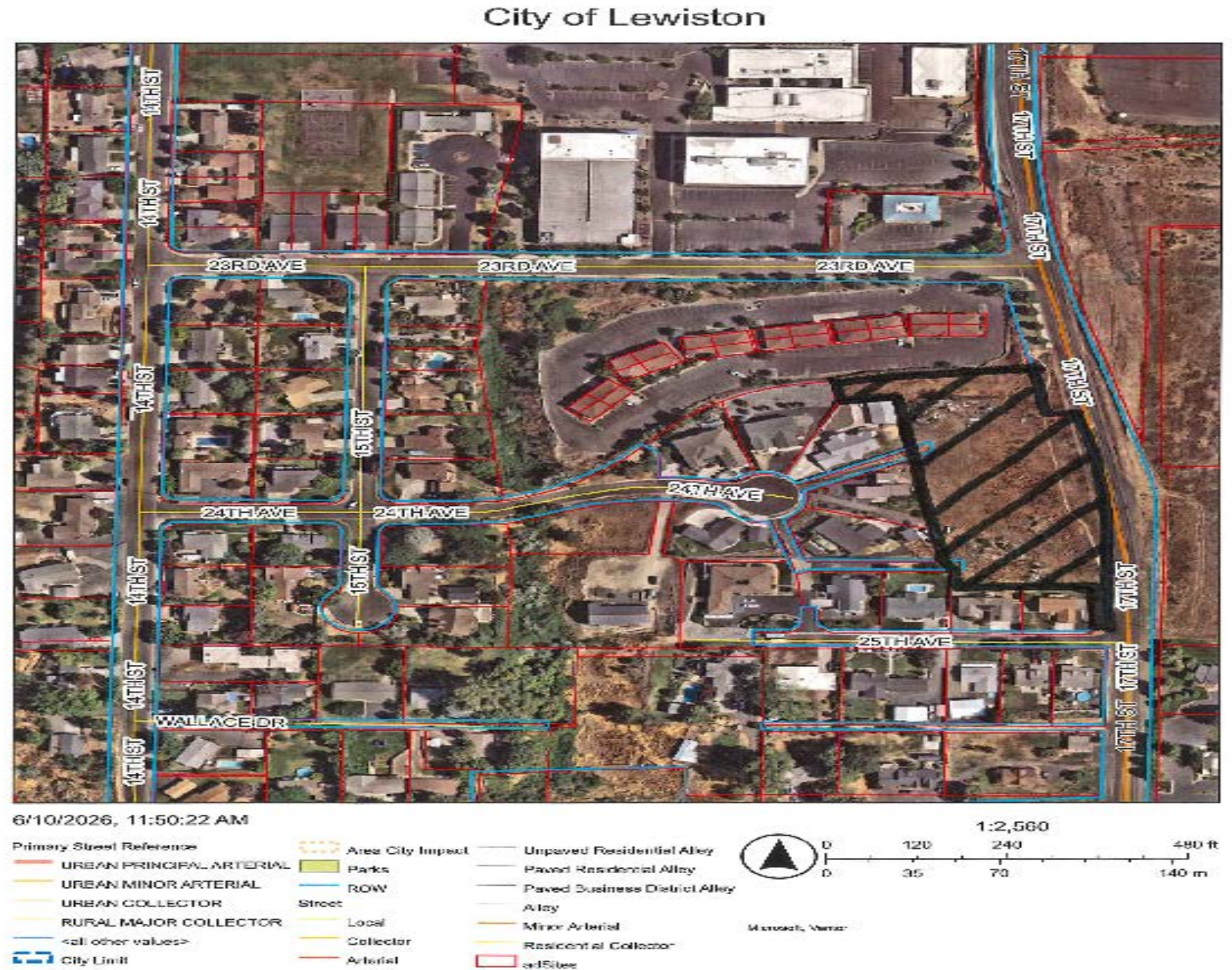
Date of Signature: *6/29/26*

ATTEST: *Dawn Ortiz*
Dawn Ortiz, Community Development Office Supervisor

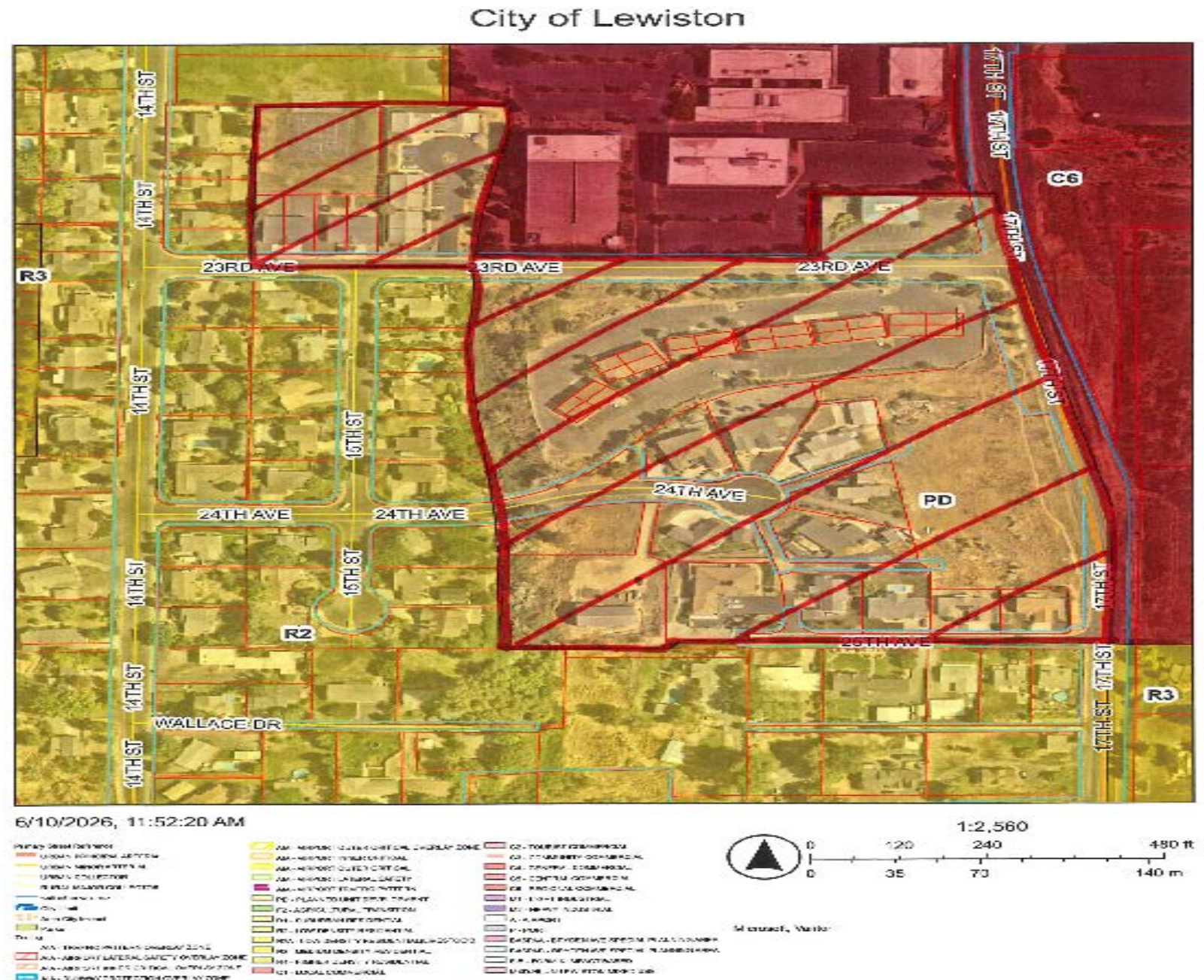
PUD-26-1

Planned Unit Development amendment for
Fairview Terrace Planned Unit Development

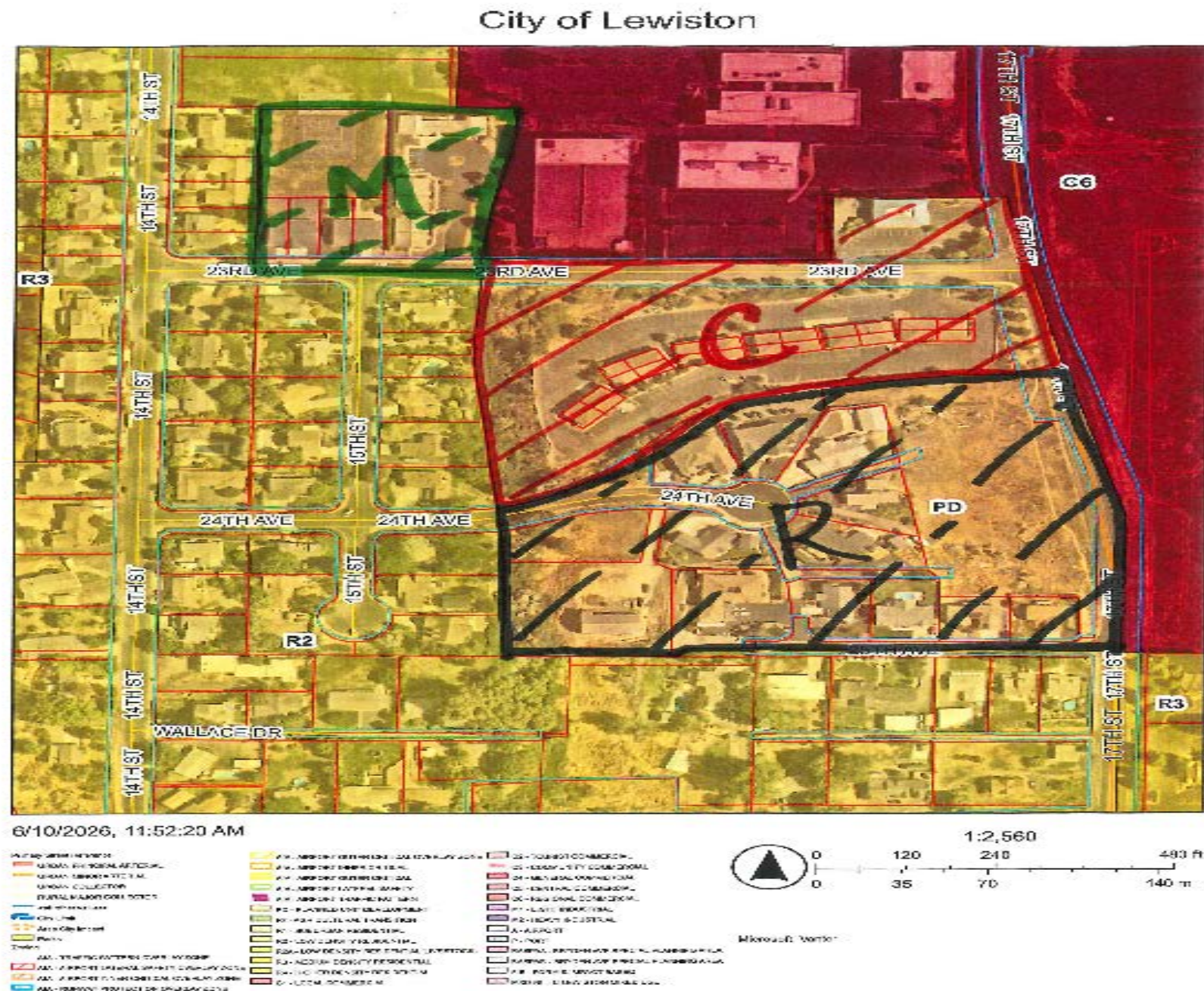
The applicant is requesting that a vacant 2.65 acre parcel in the Fairview Terrace Planned Unit Development be reclassified from single family residential, to Higher Density Residential, R4, Zone. The applicant is proposing to build 3 buildings with 48 residential units.



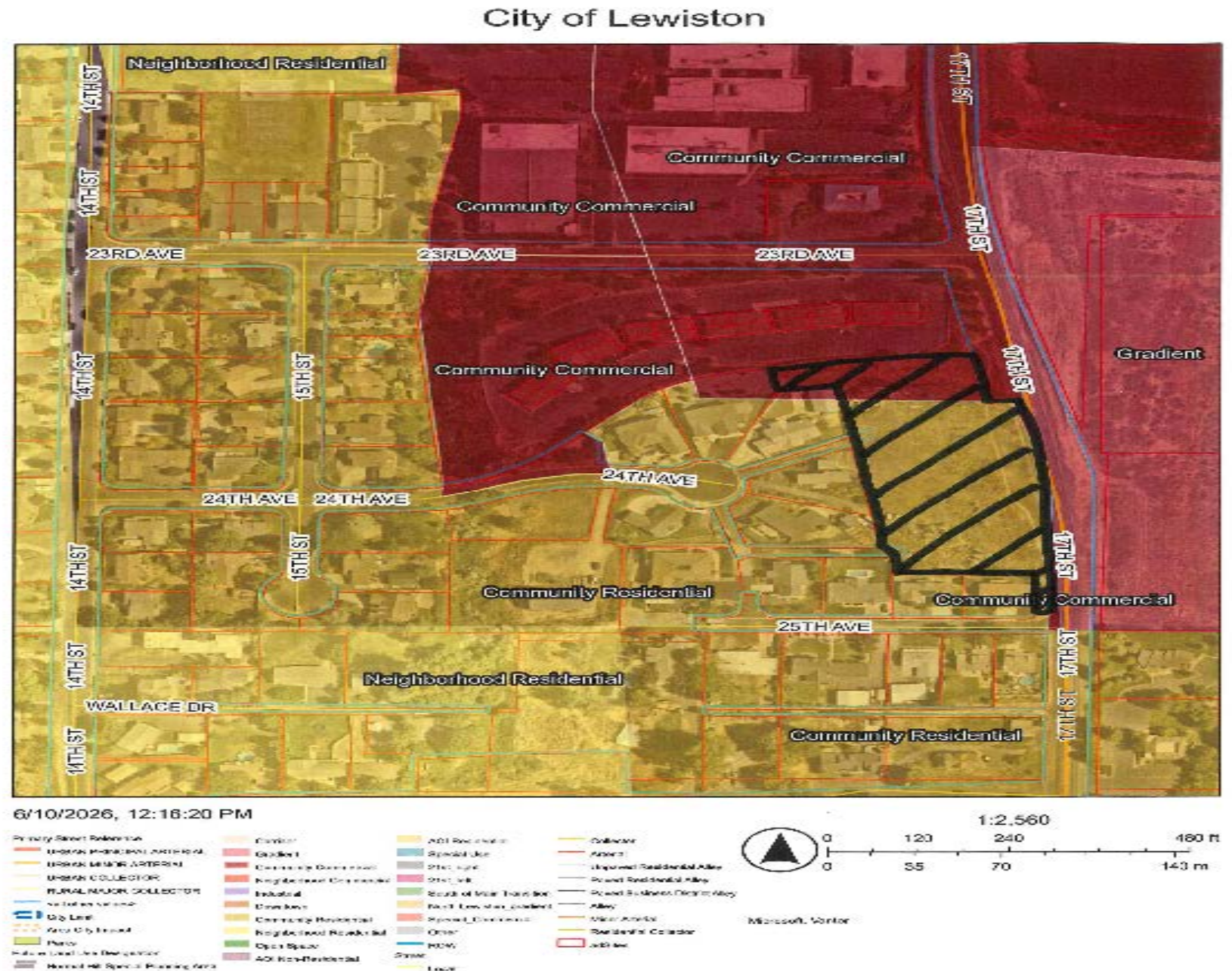
The subject property is located in the Fairview Terrace Planned Unit Development. It is the unplatted Block 2 of the Darby Village Subdivision.



The Fairview Terrace Planned Unit Development was originally designed with 4 “zoning designations”. Single Family Residential, Two Family or Duplex Residential, Multifamily, and Commercial.



The subject property is located in the Community Commercial designation in the Comprehensive Plan's Future Land Use map.



Looking east on 24th
Ave. The last
undeveloped lot of the
Darby Village
Subdivision is on my
right (south).



Natural drainage
ravine that runs on the
west side of the Darby
Village Subdivision. I
am looking south at
the drainage ravine.



Houston Professional Plaza as seen from 24th Ave. Drainage ravine is to my left (not pictured).



Standing at the top of the 24th Ave culdesac (in front of 1537 24th Ave), looking northwest. There are 7 single family dwellings along this culdesac and 1 undeveloped lot.



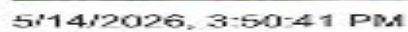
Same location in the culdesac, looking southwest.



“Alley” between the culdesac on 24th Ave and two houses on 25th Avenue. This is public right of way and contains water and sewer utilities. It runs inbetween 1534 and 1536 24th Ave and behind 1609 and 1621 25th Ave. It does connect to the subject property but is not being proposed as an access.



City of Lewiston



Same “alley” shown from 25th Ave. I am standing in the driveway between 1605 and 1609 25th Ave. The end of the river rock is where the private property ends and the alley right of way begins.



Back in the culdesace.
Looking east at the
“alley” between 1535
and 1537 24th Ave. This
right of way also
contains water and
sewer utilities. It is not
proposed to be an
access into the
subject property.



25th Ave, looking east.
The north side of 25th
Ave is part of the
Fairview Terrace
Planned Unit
Development and also
the Darby Village
Subdivision. There are
5 single family
dwellings on the north
side and 5 single family
dwellings on the south
side. Properties on the
south side are zoned
Low Density
Residential, R2.



Starting on the north end of the subject property. Houston Professional Plaza is adjacent on the north end. As you can see from the photo there is a substantial topography difference between the subject property and Houston Professional Plaza.



Standing at the northeast corner of the subject property, looking southwest at the single family dwelling on 24th Ave and 25th Ave.



Standing at the northeast corner of the subject property looking directly west. This is the little jog in the parcel behind 1535 24th Ave.



Standing at the northeast corner of the subject property, looking south. Houses in the distance are the single family homes along 25th Ave. 17th Street is on the left side.



Looking northwest at
Houston Professional
Plaza.

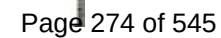


Looking east across
17th Street. The vacant
property on the east
side of 17th Street is
zone C6 Commercial.



Standing at the southern end of the subject property, looking north. Single family dwellings on 25th Ave are on my left. 17th Street is on my right.





Standing at the southern end of the subject property, looking south along 17th Street. 25th Ave is on my right (dead end sign) and Edward Jones is across 17th Street on my left.



Standing on the east side of 17th Street, across from the subject property, I am looking west. You can see that the subject property sits above the roadway.



Standing on the east side of 17th Street, looking northwest across 17th at the subject property. You can see the roofs of the homes on 24th Avenue.





Fwd: Notice of Public Hearing June 10th 2026

North Fork <dougjamesvandals@gmail.com>

Wed, Sep 2, 2026 at 10:49 AM

To: "tbrocke@cityoflewiston.org" <tbrocke@cityoflewiston.org>

Hello Tanya,

I want to forward this email to the City Council members regarding the zoning amendment for Fairview Terrace / Darby Villages scheduled for Sept 14th at 6:00PM.

Below is the email I sent to the Planning and Zoning committee which I think supported their decision to decline the rezoning request by Rick Keane.

Thanks so much for your assistance in this matter!

Doug and Kim James

----- Forwarded message -----

From: **Douglas James** <Douglas.James@bcidaho.com>

Date: Tue, May 26, 2026, 2:03 PM

Subject: Notice of Public Hearing June 10th 2026

To: dortiz@cityoflewiston.org <dortiz@cityoflewiston.org>

Cc: dougjamesvandals@gmail.com <dougjamesvandals@gmail.com>

Hi Dawn,

I'd like to officially state my opposition to the proposal for a multi-unit development for Fairview Terrace by Millennium Trust, LLC.

When we purchased our lot in "Darby Village" and built our home in 2008, we did so with the covenants explicitly guaranteeing us that only residential homes would be built in this development insuring us and all who purchased the lots and built homes no rental properties would ever be adjacent to our homes. In addition, there is a strict height limit all homes had to comply with as well.

Building a 48 unit apartment complex would be a breach of contract which me and my neighbors would have to respond to accordingly. Rick Keane attempted to do this amendment back in 2008 and was turned down when the homeowners all attended the public hearing. I'm not sure how time changes anything, it was denied then and should not be considered further.

Aside from the covenants, the City isn't able to deliver adequate water pressure to this development now, we get about 30 psi, requiring homeowners to install a water pump for adequate irrigation needs of 60 psi, adding 48 apartments would not even be feasible from a water supply perspective. There's also the issue of traffic, the bank along 17th street where the vacant lots are is very steep and the added risk of additional traffic entering 17th would pose serious risks to the community.

I plan to reach out to my neighbors, did everyone living in this development on receive the notice?

A simple solution would be for additional residential homes to be built or selling the available acreage to the existing homeowners to allow them to have a larger parcel etc..

In summary, the covenants are quite clear residential homes only and any multi-unit complex would have a dramatic impact to our property values not to mention our view which was the reason we built our home in this location.

Thanks Dawn,

Doug

Doug & Kim James

1621 25th Ave

Lewiston ID 83501

NOTICE: This email message is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.
Blue Cross of Idaho, [3000 E. Pine Ave, Meridian, ID 83642](#)



Darby Village Subdivision Block 2

Michael Thomason <mthomason5722@gmail.com>
Reply-To: Mike Thomason <mthomason5722@gmail.com>
To: tbrocke@cityoflewiston.org
Cc: Tina Thomason <tthom3882@gmail.com>

Thu, Sep 3, 2026 at 4:58 PM

Ms. Brocke...would you please pass along my comments to the mayor and council members.

Honorable Mayor Johnson and Lewiston City Council representatives:

I have been involved with the proposal by developer, Rick Keane, to change the zoning designation of Darby Village Subdivision Block 2 from single family residential to higher density R4 so he can develop apartments on the 2.65 acres near our home which is located at 1609 25th Avenue. I attended and testified against the proposal at the hearing held by the Lewiston Planning and Zoning Commission. Other than the developer and his single employee everyone in the hearing spoke against the development for the following reasons:

- 1) The proposed traffic access to the development creates an elevated concern for those of us that depend on the intersection of 25th Avenue and 17th Street as our only point of access on our dead end street. Any additional homes on that property will complicate traffic issues further and I believe allowing the density of R4 zoning is seriously asking for trouble. 17th Street is very steep which makes access interesting during snow/ice events and the line of sight obstructions can hide oncoming traffic and create issues when entering or exiting 24th Avenue.
- 2) I know of at least 5 homes on 24th and 25th avenues that had such poor water pressure/volume that it was necessary to add pressure pump systems in order to enjoy enough water to operate our sprinkler systems. It's my understanding that the City is well aware of the issue, because they were kind enough to reimburse homeowners for the upgrades. I am concerned that adding density allowed by the R4 zone will further degrade water pressure and/or volume issues.
- 3) It is my understanding that the developer has submitted plans for 48 apartments on the site. It is also my understanding that the actual number allowed could be as high as 72 apartments. There is some likelihood that there will be children living in some of those apartments and the developer's plans did not indicate the development of sidewalks in order to get them safely to class.
- 4) I think the developer's set of plans provided to me at the P & Z hearing were light on detail. The parking plan depends on subterranean parking under the apartments, but there was no proof the basalt can be excavated. There was no indication of how the complex would deal with onsite storage of garbage and recyclable materials.

I think the Planning and Zoning Commission considered some or all of these issues before ruling against the developer's request for rezone. I believe the allowance of high density right next to what is essentially an R2 development without any buffer will be detrimental to our quality of life and property values. I hope you will agree with Planning and Zoning Commission and turn down the developer's rezone request.

Thank you for your time and consideration.

Mike Thomason
[1609 25th Avenue](#)
[Lewiston, Idaho](#)



Citizen comments in regards to a rezone request for Darby Village Subdivision Block 2

Michael Thomason <mthomason5722@gmail.com>

Sun, Sep 6, 2026 at 6:17 PM

Reply-To: Tina Thomason <tthom3882@gmail.com>

To: tbrocke@cityoflewiston.org

Tanya

Please forward my comments to the mayor and city council representatives. Thank you...Tina Thomason

Honorable Mayor Johnson and Lewiston City Council Representatives:

I understand that you will be hearing a request by the developer (Richard Keane), to overturn the ruling arrived at by the Lewiston P&Z Commission. It's my hope you will uphold the P&Z Commission's decision to deny the change to R4 zoning.

We built and moved into our home adjacent to Block 2 in 2020. We were attracted by the view and the general ambiance of the neighborhood. We are concerned, as the P&Z Commission was, that allowing such a radical change in allowed density without any sort of zoning buffer will substantially and negatively affect our safety, water quality, views and quiet enjoyment.

Since 25th Avenue is a dead end, we all rely on the intersection of 17th Street as our only access point. It intersects on a fairly steep section of 17th Street which is sometimes completely closed in winter. The steepness, curve and roadside vegetation at the intersection all contribute to an interesting and somewhat unsafe entry and exit point. One of our neighbors described it as a real life version of the "Frogger" game. If the rezone is allowed all the new residents will only add to the difficulties associated with a shared intersection.

We and some of our neighbors on both 24th and 25th Avenues lack sufficient water pressure and or volume from the existing City infrastructure. The City realizes the problem exists and graciously paid for a pressure system for those affected. I am concerned that adding 48 apartments (or more) to the system will not have a positive benefit to our neighborhood.

The addition of 3 apartment buildings each housing 16 apartments in a structure standing 48 feet tall are in stark contrast to the current mix of housing that closely mimics an R2 zone. The developers application does not, in my estimation, suggest remedies to the safety of traffic access, degradation of the water system, safe pedestrian sidewalks, loss of views, increase in noise, storage of onsite trash or in general the radical change in the neighborhoods values and livability.

I hope you will support the hard work and final decision arrived at by the P&Z Commission. Thank you for your consideration.

Tina Thomason
1609 25th Avenue
Lewiston, ID
tthom3882@gmail.com

My name is Lyndee Kilfoyle, and I live at 1635 25th Avenue here in Lewiston.

Jerry, myself, and many of our neighbors purchased our homes based on a reasonable expectation about the long-term character and use of this area. Rezoning stable, established R-2 neighborhoods into substantially higher-density zones fundamentally upends the expectations we relied upon when choosing where to invest our hard-earned money, purchase our homes, and raise our families.

This proposal asks existing homeowners to accept a massive burden. I don't know anyone who would willingly want three huge, 49-foot-tall buildings constructed just 25 feet from their property line.

The negative impacts on our daily quality of life are crystal clear:

- **First, a total loss of privacy and aesthetic character.** Towering four-story buildings will permanently obliterate our neighborhood's visual appeal and invade the privacy of surrounding single-family lots.
- **Second, the environmental disruption.** Sudden, dense crowding will inherently bring intrusive light pollution and increased daily noise to a currently calm, peaceful space. That's not even mentioning the grueling months or years of construction disruption we will be forced to live through.

Public safety on our local streets deserves your absolute highest attention. Increasing density naturally multiplies vehicles, and more vehicles mean more traffic interactions. The introduction of a 48-unit development will cause a sharp influx of cars entering, and moving along 17th Street. This isn't just a matter of minor congestion; it creates valid, daily safety risks for our local pedestrians, neighbors, and children.

Ultimately, you are making life-altering decisions for existing property owners who are the backbone of this community. This proposal forces us to take on increased traffic, increased noise, increased light pollution, and increased safety hazards, while leaving us with decreased privacy and a permanently damaged sense of community.

I strongly oppose this rezoning proposal. I urge you to do what is best for the current residents who live here, pay taxes here, and love this town: please reject this proposal, keep the R-2 designation, and preserve a neighborhood of single-family homes with yards and room to breathe.

Thank you for your time and consideration.

Lyndee Kilfoyle, 1635 25th Ave

A handwritten signature in black ink that reads "Lyndee Kilfoyle". The signature is written in a cursive, flowing style with a large, prominent 'L' at the beginning.

My lot on 25th Ave sits directly south of proposed Building 1. My lot is 9,000 square feet, holding one house and **one** HVAC system.

This proposed building, just seven car lengths away, shares that exact same 9,000-square-footprint. Yet, it will pack **16 units** towering nearly 50 feet into the air, completely obliterating our view of the Lewiston Hill.

Let's do the math on the noise pollution. One unit requires one HVAC compressor. This building requires 16. Multiply that by the three proposed buildings, and you get **48 compressors** cycling 24/7 from April to October—all crammed into an area the size of a high school football field. No containment barrier can completely silence 48 breathing compressors.

Furthermore, modern high-efficiency gas furnaces vent sideways through plastic pipes. They produce a constant, irritating buzzing sound. Multiply that by 48 units, and the surrounding neighborhood faces a relentless wall of noise.

Then there is the light pollution. These three 50-foot high monoliths will look less like a residential community and more like a brightly lit motel. To quote the old Motel 6 commercial: 'We'll keep the lights on for you.' They'll definitely keep the lights on for us!

Let's look at the density math. The existing Darby Village subdivision has 13 lots occupying roughly 7 acres. This development introduces *three times* that density—putting 48 units into a space that should represent only a fraction of our existing neighborhood footprint. The developer's traffic summary is fundamentally flawed; it fails to account for the reality of daily delivery trucks from Amazon, FedEx, UPS, and others that already logjam our streets.

Planning and zoning must consider how a development impacts established residents. Putting this complex here is like dropping an ocean-going cruise ship into a quiet harbor of cabin cruisers. It doesn't 'blend in' just because they both float. That cruise ship brings noise, blocks views, creates pollution, and destroys the peaceful harbor it invaded.

When I saw the blueprint of this 50-foot monster looming seven car lengths from my home, I immediately thought of Godzilla—an unnatural entity towering over a frightened, established community just waiting to pounce.

Aside from a data center or a nuclear power plant, I can't think of nothing worse for these 2.6 acres. This behemoth does not fit next to single-family homes. I urge the commission to protect our neighborhood, **keep the R2 designation**, and build homes that seamlessly flow with our already established community.

Thank you.

Jerry Kilfoyle, 1635 25th Ave

A handwritten signature in black ink, appearing to read 'Jerry Kilfoyle', written in a cursive style.

August 3, 2026

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

I. CALL TO ORDER

COUNCILORS PRESENT: Mayor Dan Johnson; Council President Jim Kleeburg; Councilor Kasee Forsmann (3:06 p.m.); Councilor Jessica Klein; Councilor Bryan Moree; Councilor John Spickelmire; Councilor Matt Wright.

II. PLEDGE OF ALLEGIANCE

Following the call to order, those in attendance stood and joined in the recitation of the Pledge of Allegiance.

III. CITIZENS COMMENTS

Fire Chief Greg Rightmier announced a historical milestone, noting that the Lewiston Fire Department was established on August 3, 1981.

Josh Rigney, Lewiston Police Officer and President of Lewis-Clark Fraternal Order of Police Lodge #10, summarized the history of recent collective bargaining negotiations and expressed appreciation to the City Council for their collaboration.

City Attorney Jennifer Tengono introduced new Deputy City Attorney Patrick Luke. Mr. Luke shared highlights of his professional background and excitement about joining the legal team.

IV. DISCUSSION ITEMS

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

- A. COLLECTIVE BARGAINING AGREEMENT WITH FRATERNAL ORDER OF POLICE LEWIS-CLARK LODGE #10:** Considering approving the Collective Bargaining Agreement with the Fraternal Order of Police Lewis-Clark Lodge #10 and authorizing the Mayor to sign the agreement - Action Item

Human Resources Director Nikki Province summarized the Collective Bargaining Agreement process, and reviewed the changes made during negotiation meetings.

Councilor Forsmann joined the meeting at 3:06 p.m.

The discussion focused on specialty incentive pay for instructors and SWAT members, new officer introductory periods, and the overtime policy regarding

Lewiston City Council
Work Session Meeting Minutes
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off-duty call-ins and court appearances. Staff and union representatives addressed Council concerns regarding budgetary impacts and officer retention/morale.

Councilor Moree and Council President Kleeburg moved and seconded, respectively, to approve the Collective Bargaining Agreement with the Fraternal Order of Police Lewis-Clark Lodge #10, and authorize the Mayor to sign the agreement. **ROLL CALL VOTE: VOTING AYE: Kleeburg; Spickelmire; Moree; Forsmann. VOTING NAY: Wright; Klein.**

- B. RESOLUTION 2026-34:** Considering repealing and replacing the City of Lewiston's Purchasing Policy - Action Item

Councilors moved and seconded, respectively, to approve Resolution 2026-34. **ROLL CALL VOTE: VOTING AYE: Kleeburg; Spickelmire; Wright; Moree; Klein; Forsmann.**

- C. POLICE DEPARTMENT'S K-9 UNIT UPDATE:** Receiving an update on the City of Lewiston's Police Department K-9 program, as requested by Councilor John Spickelmire at the July 13, 2026 meeting - Action Item

Councilor Spickelmire explained he requested this update at the July 13, 2026 meeting due to concerns regarding the recent vacancy in the K9 unit, following K9 Ziva's retirement.

Captain Chris Reese, Field Operations and Investigator, provided an update on the K9 program, noting that while the department is budgeted for two units, it is currently operating with only one (K9 Quincy). Captain Reese emphasized the program's vital role in narcotics detection — reporting approximately 110 deployments this year — and confirmed that the department remains committed to backfilling the second position. The update also highlighted the cost-efficiency gained by having an in-house, post-certified K9 trainer, and the importance of the program as a proactive public safety tool.

V. UNFINISHED AND NEW BUSINESS

- A. CITY COUNCILOR COMMENTS:**

Councilor Moree expressed gratitude to local law enforcement officers and dispatchers for their dedicated service to the community.

Councilor Forsmann thanked Fire Chief Greg Rightmier for his service to the City of Lewiston and extended best wishes on his upcoming transition to a new role in Kittitas, Washington.

Councilor Wright inquired about the selection process and criteria used for

officers undergoing taser training during instructor-led sessions.

B. CITY BOARDS AND COMMISSIONS LIAISON UPDATES

C. MAYOR COMMENTS

Mayor Johnson shared a letter from a local resident expressing concerns about fire safety and property maintenance. The resident urged the City to more strictly enforce removal of dead vegetation and flammable debris from yards, noting the risk of a major fire similar to recent events in Spokane. The Mayor reminded the community to be vigilant, keep their properties clean, and report any unsafe conditions to the City.

D. AGENDA TOPICS: - Action Item

Councilor Forsmann moved to add a fire district discussion to the October 5th agenda. Councilor Spickelmire seconded, and the motion carried 6-0.

VI. ADJOURNMENT - Action Item

There being no further business to come before the Lewiston City Council, Council President Kleeburg and Councilor Moree moved and seconded, respectively, to adjourn the August 3, 2026 Work Session. The motion carried 6-0 and the meeting adjourned at 4:10 p.m.

Daniel G. Johnson, Mayor

Tanya M. Brocke, City Clerk

August 10, 2026

THE CITY COUNCIL OF THE CITY OF LEWISTON, IDAHO, met for a Regular Meeting in the Second Floor Activity Room of the Lewiston Library at 411 D Street. Mayor Johnson called the meeting to order at 6:00 pm.

I. CALL TO ORDER

COUNCILORS PRESENT: Mayor Dan Johnson; Council President Jim Kleeburg; Councilor Kasee Forsmann; Councilor Jessica Klein; Councilor Bryan Moree (Zoom); Councilor John Spickelmire; Councilor Matt Wright.

II. PLEDGE OF ALLEGIANCE

Following the call to order, those in attendance stood and joined in the recitation of the Pledge of Allegiance.

III. CITIZENS COMMENTS

Michelle King, President of the LC Valley Youth Resource Center and Lewiston resident, provided information regarding the Idaho Housing state of homelessness summary for 2025 and invited the Council to an open house for the center and village taking place on August 18, 2026.

Jerry Chavez, President and CEO of Valley Vision, thanked Councilors for attending the recent 2026 Annual Event.

IV. PUBLIC HEARINGS AND RELATED ACTION ITEMS

- A. PUBLIC HEARING ON FISCAL YEAR 2026 BUDGET AMENDMENTS:** Accepting public testimony on a proposed amendment to the Fiscal Year 2026 budget to add unanticipated revenues received during the fiscal year, in the amount of \$17,315,900, and authorizing their expenditure - Action Item

Mayor Johnson announced the subject of the public hearing, explained the public hearing process, opened the public hearing and asked for staff presentation. City Treasurer/Finance Director Aimee Gordon presented the proposal to incorporate \$17,315,900 in unanticipated revenues and authorize their expenditure. These amendments primarily addressed timing adjustments for projects deferred from the prior fiscal year, including wastewater collection building projects and capital transportation initiatives.

Mayor Johnson called for public testimony. The following testimony was received:

- Mandy Hopkins, a Lewiston resident, questioned the use of police seizure funds, and Director Gordon clarified they are one-time funds restricted to supporting the police department, which allowed for the

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purchase of a previously unfunded SWAT vehicle without increasing the burden on taxpayers.

There being nothing further, Mayor Johnson closed the public hearing.

- B. FIRST READING OF ORDINANCE 4973:** Considering amending Ordinance 4950, the Annual Appropriation Ordinance for the fiscal year beginning October 1, 2025 and ending September 30, 2026, appropriating additional monies that are to be received in the sum of \$17,315,900 - Action Item

Councilors Klein and Spickelmire moved and seconded, respectively, to approve the first reading of Ordinance No. 4973. The motion carried 6-0.

CITY ORDINANCE NO. 4973: AN ORDINANCE OF THE CITY OF LEWISTON AMENDING ORDINANCE NO. 4950, THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026, APPROPRIATING ADDITIONAL MONIES THAT ARE TO BE RECEIVED BY THE CITY OF LEWISTON, IDAHO IN THE SUM OF SEVENTEEN MILLION THREE HUNDRED FIFTEEN THOUSAND NINE HUNDRED DOLLARS (\$17,315,900); DIRECTING THE CITY CLERK TO FILE A CERTIFIED COPY OF THIS ORDINANCE WITH THE NEZ PERCE COUNTY BOARD OF COUNTY COMMISSIONERS; AND PROVIDING AN EFFECTIVE DATE.

- C. PUBLIC HEARING ON THE PROPOSED BUDGET FOR THE FISCAL YEAR ENDED 2027:** Accepting testimony on the proposed budget and appropriation ordinance for the fiscal year commencing October 1, 2026 and ending September 30, 2027 - Action Item

Mayor Johnson announced the subject of the public hearing, explained the public hearing process, opened the public hearing, and asked for the staff presentation. City Treasurer/Finance Director Gordon detailed the budget process, noting the inclusion of a 2.5% cost-of-living adjustment (COLA) for staff and the allocation of funds for capital projects, including \$3.1 million for transportation improvements like Bryden Avenue right-of-way acquisitions.

Mayor Johnson called for public testimony. The following testimony was received:

- Mandy Hopkins, a Lewiston resident, questioned the \$40,000 budget allocation for third-party Medicaid/Medicare billing assistance, asking why it cannot be handled by current city staff.
- Nick Rollins, a Lewiston resident, agreed with Ms. Hopkins and expressed concern regarding rising property taxes and substantial increases in residential property assessments.
- Nick Woods, a Lewiston resident, expressed appreciation to the city for creating and publishing the budget guide. Mr. Woods then inquired if the

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city could use the existing assigned building fund to cover the \$241,295 facilities increase, which would allow the city to avoid a property tax increase.

- Mandy Hopkins returned to the microphone and addressed Council with questions regarding public records accessibility, police body camera storage costs, departmental budget requests, and city fee structures. Staff provided clarifications on purchasing policies, data retention expenses, and methods for accessing municipal records.
- Anna Bosshardt, a Lewiston resident, expressed opposition to utilizing forgone tax authority, stating it converts past fiscal restraint into a permanent tax increase that negatively impacts taxpayers. She recommended the City rely instead on growth revenues, reserves, grants, and operational efficiencies.
- Joe Murt, a Lewiston resident, questioned the financial return on Bryden Canyon Golf Course under its current management contract. Mr. Murt suggested terminating the management agreement and selling the golf course assets acquired in 2022 to generate revenue rather than relying on tax increases.

In addition to public testimony, seven (7) emails were received from citizens and are attached to the minutes.

There being no further testimony, Mayor Johnson closed the public hearing.

- D. FIRST READING OF ORDINANCE 4974:** To be termed the "2027 Annual Appropriation Ordinance," considering appropriating sums of money authorized by law and deemed necessary for all general and special municipal purposes of the City of Lewiston for the fiscal year commencing October 1, 2026 and ending September 30, 2027 - Action Item

Mayor Johnson addressed City Council and provided them with an overview of recent departmental cost-saving measures and operational efficiencies across city operations, highlighting staff reductions through natural turnover, modernized technology, and streamlined procurement.

Councilor Forsmann and Council President Kleeburg moved and seconded, respectively, to approve the first reading of Ordinance 4974.

Councilor Spickelmire moved to amend Ordinance 4974 and direct staff to prepare and present a balanced FY2027 budget that does not increase property tax revenue above the FY2026 level, except for additional property tax revenue resulting from new construction and annexation. Councilor Wright seconded the motion.

Following discussion regarding procedural limits on increasing budget figures after a motion to decrease, Mayor Johnson called the Council at ease from 8:24 p.m. to 8:39 p.m. to allow City Attorney Tengono time to review statutory budget amendment guidelines.

Councilors Spickelmire and Wright withdrew their motion and second, respectively, to allow further clarification.

Councilors then voted on the main motion to approve the first reading of Ordinance 4974. The motion carried 6-0.

CITY ORDINANCE NO. 4974: AN ORDINANCE OF THE CITY OF LEWISTON TO BE TERMED THE "2027 ANNUAL APPROPRIATION ORDINANCE"; APPROPRIATING SUMS OF MONEY AUTHORIZED BY LAW AND DEEMED NECESSARY FOR ALL GENERAL AND SPECIAL MUNICIPAL PURPOSES OF THE CITY OF LEWISTON, IDAHO, FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2026 AND ENDING SEPTEMBER 30, 2027; DIRECTING THE CITY CLERK TO FILE A CERTIFIED COPY OF THIS ORDINANCE WITH THE COUNTY COMMISSIONERS; AND PROVIDING AN EFFECTIVE DATE.

Councilor Spickelmire moved to direct staff to prepare an alternate balanced Fiscal Year 2027 budget that does not increase property tax revenue above the Fiscal Year 2026 level, with the exception of additional property tax revenue resulting from new construction and annexation. Councilor Wright seconded, and the motion carried 6-0.

- E. **FIRST READING OF ORDINANCE 4975:** Considering fixing and establishing the tax certification on all taxable properties situated within the corporate limits of the City of Lewiston for the fiscal year beginning October 1, 2026 and ending September 30, 2027, for the purpose of providing and raising monies for municipal and corporate purposes; providing for certification to the Board of County Commissioners of Nez Perce County in the amount of \$26,058,940; providing a certified copy of the 2027 Annual Appropriation Ordinance to the Board of County Commissioners of Nez Perce County, Idaho, as adopted by the City of Lewiston for the 2026-2027 fiscal year - Action Item

Councilors Klein and Spickelmire moved and seconded, respectively, to approve the first reading of Ordinance 4975.

Councilor Forsmann moved to amend Ordinance 4975 to reduce the tax certification amount from \$26,058,940 to \$25,862,130 by reducing Item A. General Fund from \$18,852,620 to \$18,655,810 and increasing the amount of anticipated personal property tax replacement funds from \$381,580 to \$578,390. Councilor Wright seconded, and the motion carried 6-0.

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Councilors then voted on the main motion to approve the first reading of Ordinance 4975. The motion carried 6-0.

CITY ORDINANCE NO. 4975: AN ORDINANCE OF THE CITY OF LEWISTON FIXING AND ESTABLISHING THE TAX CERTIFICATION ON ALL TAXABLE PROPERTIES SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF LEWISTON FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2026 AND ENDING SEPTEMBER 30, 2027, FOR THE PURPOSE OF PROVIDING AND RAISING MONIES FOR MUNICIPAL AND CORPORATE PURPOSES; PROVIDING FOR THE TAX CERTIFICATION TO THE BOARD OF COUNTY COMMISSIONERS OF NEZ PERCE COUNTY, IDAHO IN THE AMOUNT OF TWENTY-FIVE MILLION EIGHT HUNDRED SIXTY-TWO THOUSAND ONE HUNDRED THIRTY DOLLARS (\$25,862,130); DIRECTING THE CITY CLERK TO FILE A CERTIFIED COPY OF THIS ORDINANCE WITH THE COUNTY COMMISSIONERS; AND PROVIDING AN EFFECTIVE DATE.

V. CONSENT AGENDA

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

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

- A. CITY COUNCIL MINUTES:** Considering approving the minutes of the 7/27/2026 Regular meeting - Action Item
- B. VOUCHER'S PAYABLE:** Considering approving the Voucher's Payable dated 7/10/2026 - 7/23/2026 in the amount of \$2,345,511.31 - Action Item
- C. PRELIMINARY PLAT EXTENSION REQUEST:** Considering approving an extension of the Estates at Canyon Crest, Phase IIIC-3, IVA-1, IVA-2 & IVA-3 preliminary plat, to a new expiration date of December 5, 2026 - Action Item

VI. ACTIVE AGENDA

- A. RESOLUTION 2026-40:** Considering declaring TOMCO₂ Systems as the only reasonably available vendor for the CO₂ system needed to supplement the alkalinity from the discontinued use of Well No. 4 - Action Item

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Councilor Spickelmire and Council President Kleeburg moved and seconded, respectively, to approve Resolution 2026-40. **ROLL CALL VOTE: VOTING AYE: Kleeburg; Wright; Forsmann; Klein; Spickelmire; Moree.**

B. COOPERATIVE PURCHASE THROUGH SOURCEWELL HAZMAT RESPONSE

VEHICLE: Considering authorizing the purchase of one Ford F-550 Alta HAZMAT response vehicle from Rush Medium Duty Truck Centers of Colorado, Inc. dba Rush Truck Center, Denver Medium Duty through Sourcewell Contract No. 032824-RTG in the amount of \$324,000, funded through the State IOEM/Idaho Military Division hazardous materials response program, and authorizing the Mayor to execute the purchase documents - Action Item

Council President Kleeburg and Councilor Wright moved and seconded, respectively, to approve the purchase of one Ford F-550 Alta HAZMAT response vehicle from Rush Medium Duty Truck Centers of Colorado, Inc. dba Rush Truck Center, Denver, in the amount of \$324,000, and authorize the Mayor to execute the purchase documents. **ROLL CALL VOTE: VOTING AYE: Kleeburg; Wright; Forsmann; Klein; Spickelmire; Moree.**

C. ORDINANCES

1. SECOND AND THIRD READINGS

- a. **ORDINANCE 4969:** Considering implementing the City Council's decision in ZNC24-5, upzoning approximately 704 parcels of real property generally located on the east side of 21st Street, between East Main Street and Nez Perce Drive, and the west side of 21st Street, between 19th Avenue and 11th Avenue, from the Low Density Residential, R-2, Zone and Medium Density Residential, R-3, Zone to the Medium Density Residential, R-3, Zone, the Higher Density Residential, R-4, Zone, the General Commercial, C-4, Zone and the Regional Commercial, C-6, Zone, and amending the official Zoning Map of the City of Lewiston accordingly - Action Item

Councilors Spickelmire and Klein moved and seconded, respectively, to dispense with the requirement that an ordinance be read on three different days and to combine the second and third readings. The motion carried 6-0.

Councilor Spickelmire and Council President Kleeburg then moved and seconded, respectively, to waive the third reading in full of Ordinance 4969 and approve the reading of Ordinance 4969 by title only. The motion carried 6-0.

CITY ORDINANCE NO. 4969: AN ORDINANCE OF THE CITY OF

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LEWISTON IMPLEMENTING THE CITY COUNCIL'S DECISION IN ZNC24-5, UPZONING APPROXIMATELY 704 PARCELS OF REAL PROPERTY GENERALLY LOCATED ON THE EAST SIDE OF 21ST STREET, BETWEEN EAST MAIN STREET AND NEZ PERCE DRIVE, AND THE WEST SIDE OF 21ST STREET, BETWEEN 19TH AVENUE AND 11TH AVENUE FROM THE LOW DENSITY RESIDENTIAL, R-2, ZONE AND MEDIUM DENSITY RESIDENTIAL, R-3, ZONE TO THE MEDIUM DENSITY RESIDENTIAL, R-3, ZONE, THE HIGHER DENSITY RESIDENTIAL, R-4, ZONE, THE GENERAL COMMERCIAL, C-4, ZONE AND THE REGIONAL COMMERCIAL, C-6, ZONE AS SET FORTH HEREIN; PROVIDING THAT ALL PRIOR ZONES APPLICABLE TO THE LANDS DESCRIBED HEREIN ARE HEREBY SUPERSEDED; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF LEWISTON ACCORDINGLY; AND PROVIDING AN EFFECTIVE DATE.

2. ADOPTION AND APPROVAL OF ORDINANCE SUMMARIES

a. ORDINANCE 4969: - Action Item

Councilors Spickelmire and Wright moved and seconded, respectively, to adopt Ordinance 4969 and approve the related ordinance summary. **ROLL CALL VOTE: VOTING AYE: Kleeburg; Wright; Forsmann; Klein; Spickelmire; Moree.**

D. REASONED STATEMENT ZNC24-5: Considering approving the Reasoned Statement of Relevant Criteria and Standards for ZNC24-5 - Action Item

Councilor Wright and Council President Kleeburg moved and seconded, respectively, to approve the Reasoned Statement for ZNC24-5 as written. The motion carried 6-0.

VII. ITEMS MOVED FROM THE CONSENT AGENDA - Action Item

VIII. UNFINISHED AND NEW BUSINESS

A. CITY COUNCILOR COMMENTS:

Councilor Forsmann announced the upcoming Lewis-Clark Down and Dirty Mud Run taking place on August 29th at Community Park, and provided a brief update on the property tax reduction program.

Councilor Wright reminded the public of the upcoming TSA PreCheck enrollment event.

B. CITY BOARDS AND COMMISSIONS LIAISON UPDATES

C. MAYOR COMMENTS

Mayor Johnson expressed appreciation to the public for attending the meeting, with special thanks to the citizens who remained through the end, and reminded attendees that the budget review will continue at next week's meeting.

D. AGENDA TOPICS: - Action Item

IX. ADJOURNMENT - Action Item

There being no further business to come before the Lewiston City Council, Council President Kleeburg and Councilor Wright moved and seconded, respectively, to adjourn the August 10, 2026 Regular Meeting. The motion carried 6-0 and the meeting adjourned at 9:04 p.m.

Daniel G. Johnson, Mayor

Tanya M. Brocke, City Clerk



Budget

kaos_316_2000 <kaos_316_2000@yahoo.com>

Sun, Aug 9, 2026 at 9:33 PM

To: tbrocke@cityoflewiston.org

Hello,

Just to have a voice on the budget matter. Property taxes in no way should be raised. Property values being inflated should be more that enough to cover any increase needed.

Eldery people are already having trouble making their tax payment. They can't afford to keep getting their fixed incomes dwindled away by city fees rising, utilities rising, and now taxes rising.

Ten years ago my house was bought for 192k. It is now appraised at 470k, and every one of my neighbors have had similar stories. This is unacceptable. I was one of the houses that flooded from the reservoir. I was promised by mayor Johnson that all would be taken care of. Well nothing has been taken care of and if the city would have just paid out the claims it probably would have been cheaper that the legal fees they have paid in the matter. So my property is still wrecked, but guess what? The assessment doesn't take that into account. So not only are people paying more than they should be to begin with, adding another 4% is absolutely ridiculous.

There are things the city needs to do, but raising everyone's cost is not the route to take. How about bringing some more business in.?

Thanks,

Brian Kelley

Sent from my Galaxy

DRAFT



Letter to share at public meeting 8.10.26

annabosshardt@icloud.com <annabosshardt@icloud.com>

Sun, Aug 9, 2026 at 3:37 PM

To: tbrocke@cityoflewiston.org

Cc: Ric Bosshardt <ricbosshardt@icloud.com>

please share a copy of this letter to the mayor and all council members for the City Council meeting scheduled for Monday 8, 10 2026 at the city library at 6pm.

i plan to attend as well and would read it if allowed.

kind regards,

Anna Bosshardt
208.798.8420



Letter to Lewiston City Council 8.10.26.pdf
46K

DRAFT

Dear Mayor Johnson, City Council members, and City Clerk Tanya Brocke:

I am a Lewiston resident writing to oppose the proposed 4% property tax increase (the 3% statutory maximum plus 1% in foregone taxes) in the upcoming city budget. I urge the Council to reject or significantly reduce this increase at the August 10 public hearing and subsequent readings. While some of the listed projects address real needs, a tax hike of this size is not the only or best path forward, especially given the cumulative pressures already facing local households and businesses.

Context and cumulative burden

Lewiston residents have already absorbed higher costs from inflation, utility rate adjustments, and other local levies in recent years. Property taxes fund essential services, but repeatedly turning to the maximum allowable increase (plus drawing on previously forgone amounts) risks pricing out fixed-income residents, young families, and small businesses. Foregone tax authority exists precisely because the city previously chose restraint; using it now converts that past fiscal discipline into a permanent higher base. New construction and annexation already add revenue without a rate increase. The city should exhaust those sources, reserves (used prudently), grants, and operational efficiencies before asking taxpayers for more.

Review of the listed projects

The projects identified are a mix of safety-related work, facility maintenance, and longer-term planning/capital items. Not all require the same urgency or the same funding mechanism:

- Hazard mitigation for three fire departments: Public safety is a core municipal responsibility. Addressing hazards (such as air-quality or contaminant issues in stations) deserves priority. However, these needs are often strong candidates for FEMA/hazard-mitigation grants, state public-safety funding, or phased internal work rather than a broad property-tax increase. The city should maximize outside funding and demonstrate that lower-cost or deferred options have been fully explored.
- Fenton Gym floor replacement: Routine facility maintenance is reasonable. Gym floors have finite lifespans and affect safety and usability. This is a finite capital item that can often be timed with existing capital budgets, user fees, or modest reserve draws rather than justifying a multi-year tax-base increase. Prioritize based on actual condition assessments and explore competitive bidding or phased repairs.
- Community Park infrastructure (≈\$1,000,000 estimated): The Community Park master plan is an ambitious long-term vision for a large site. Investing in infrastructure can be worthwhile, but a \$1 million increment (against a historically multi-tens-of-millions total vision) should be tightly scoped, phased, and leveraged with grants, public-private partnerships, or impact fees where possible. Large park build-outs carry ongoing maintenance costs that will pressure future budgets. Proceed only with clear cost-benefit analysis, community prioritization of which elements deliver the highest near-term value, and a realistic funding plan that does not rely primarily on property-tax growth.
- Service Center Master Plan development: Planning studies are relatively low-cost compared with construction and can improve long-term efficiency. This item is more easily absorbed within existing administrative or capital-planning budgets and does not, by itself, justify a tax increase. Defer or fund it from current resources if higher-priority needs exist.
- Community Center modernization: Higher utilization is positive and supports cost recovery through rentals and programming. Modernization (AV, finishes, etc.) can improve the asset, but it is a discretionary quality-of-life improvement rather than an emergency. Implement it incrementally, fund portions through user fees or targeted capital reserves, and avoid treating it as an automatic driver of a tax hike.

Taken together, these items do not uniformly require a 4% increase. Core public-safety and critical maintenance work can be prioritized; planning and quality-of-life capital can be sequenced or scaled. Reasonable alternatives the Council should pursue

Before adopting any increase, the Council should:

- Publish a clear prioritization ranking of the projects with cost estimates, timelines, grant eligibility, and alternative funding sources.
- Identify specific operational efficiencies, vacancy management, or non-essential spending reductions that could offset part or all of the proposed increase.
- Maximize grants, state/federal programs (especially for hazard mitigation and infrastructure), and partnerships.
- Use a smaller increase (or none) plus carefully limited use of reserves or new-construction revenue, preserving foregone authority for true emergencies.
- Demonstrate that the budget already reflects lean operations rather than simply layering new spending on top of prior levels.

I support a safe, well-maintained Lewiston with appropriate infrastructure. I do not support automatically translating every desired project into a higher property-tax bill. Please reject the full 4% increase, require tighter prioritization and alternative funding, and keep the burden on residents as low as possible while still meeting genuine core needs.

Thank you for the opportunity to comment. I plan to follow the August 10 hearing and subsequent deliberations closely.

Respectfully,

Marianna (Anna) Bosshardt

1219 Bryden Ave.

Lewiston, Id 83501

annabosshardt@icloud.com

208.798.8420

Lewiston resident / taxpayer



Lewiston

Tanya Brocke <tbrocke@cityoflewiston.org>

TAX INCREASE - SAY NO

chelsey baldwin <chelseybrannock@gmail.com>

Thu, Aug 6, 2026 at 6:45 PM

To: tbrocke@cityoflewiston.org

Dear Mayor and City Council Members,

I am writing to respectfully oppose the proposed 4% property tax increase for the 2027 fiscal year.

Like many residents, my family is already feeling the impact of rising costs for housing, groceries, insurance, utilities, and other everyday expenses. An additional property tax increase places an even greater financial burden on homeowners and renters alike.

While I understand the importance of maintaining essential city services and investing in our community, I believe the City should first explore additional cost-saving measures, prioritize existing spending, make our city look much nicer, and seek greater efficiencies before asking taxpayers to contribute more.

Several of the proposed projects appear to be improvements that could potentially be delayed or phased in over time rather than funded through an immediate tax increase. I believe the City's first responsibility is to ensure that current resources are being used as effectively as possible.

I respectfully ask the City Council to reject the proposed 4% tax increase and instead pursue responsible budgeting that protects both essential public services and the financial well-being of Lewiston residents.

Thank you for your time, consideration, and service to our community.

Sincerely,

Chelsey Baldwin
Lewiston Resident

Sent from my iPhone



Tax increase

Cody McKone <codywmckone@gmail.com>

Sat, Aug 8, 2026 at 11:32 AM

To: tbrocke@cityoflewiston.org

Good morning,

I am sending this via email as I am unable to attend the city council meeting with regards to the absurd proposal of a 4% tax increase.

I have only lived in Lewiston since last January. My family moved here from Alaska as my profession requires it of me. With that being said, we were undergoing the same frustrations with taxes being increased on the people due to a fiscally irresponsible local government.

I chose Idaho for a reason. Idaho prides itself on being a free state. However, a society that imposes a tax burden on its citizens is not a free society.

I strongly oppose a tax increase. I do not want to see my family and neighbors burdened for the cities inability to use what it has wisely. Do not increase our taxes.

Take what you have now, and be responsible. Put it to things that matter and show the people you can manage what is already taken from us. Politicians across the country are famous for mismanaging money. It's what makes you a professional politician.

Maybe it's time you set the example and show what responsibility looks like without burdening the people.

-Cody McKone



2027 budget

Mark Zenner <mamaz@turbonet.com>
To: tbrocke@cityoflewiston.org

Sun, Aug 9, 2026 at 2:48 PM

This city does not need to be spending 1 Million on that stupid Community park when this city is in need of so many infrastructure problems. In my opinion this city has all the public parks they can afford to keep up. Then also it is time for the golf course to make enough profit on its own, at least 3 other golf courses in this valley are able to operate without a subsidy. It is also time for that airport operate without city tax payer help.

Mark Zenner

DRAFT



Lewiston

Tanya Brocke <tbrocke@cityoflewiston.org>

Fwd: Public Comment for the FY2027 Proposed Budget Hearing

Drainage System Utility <dsu@cityoflewiston.org>

Fri, Aug 7, 2026 at 2:08 PM

To: Tanya Brocke <tbrocke@cityoflewiston.org>

Cc: Dan Johnson <mayorjohnson@cityoflewiston.org>, Jeff Wiemer <jwiemer@cityoflewiston.org>

Hi Tanya,

I apologize, I did not check this mailbox yesterday. Please see Mr. O'Shaughnessy's comment for Monday, August 10th.

Thank you,
Haley



Stormwater Drainage System Utility

City of Lewiston

208.298.3900

215 D Street, P.O. Box 617 — Lewiston, ID 83501

www.cityoflewiston.org/dsu

----- Forwarded message -----

From: **Michael O'Shaughnessy** <oshaughnessymj0528@gmail.com>

Date: Wed, Aug 5, 2026 at 10:48 PM

Subject: Public Comment for the FY2027 Proposed Budget Hearing

To: <dsu@cityoflewiston.org>

Dear City Clerk, Mayor Johnson, and Members of the Lewiston City Council,

My name is Michael J. O'Shaughnessy. I am a constituent of Lewiston, currently a deployed service member. Because I am deployed, I cannot attend the upcoming budget hearing in person on August 10th. I request that this statement be read aloud during the public comment portion of the hearing, or formally entered into the official public record for the FY2027 budget proceedings.

While I appreciate the council's stated reluctance to raise taxes, the financial burden on Lewiston residents continues to climb. We are told that budget increases are unavoidable due to inflation and deferred maintenance, yet we rarely see the city implement aggressive, structural budget cuts to offset these rising costs.

When inflation impacts local households and small businesses, we cannot simply raise our revenues. We are forced to look internally and cut non-essential spending. City Hall must be held to that exact same standard. Blaming the current budget crunch on millions of dollars in deferred maintenance exposes a historical failure of long-term planning. Taxpayers have already paid for basic upkeep through decades of property taxes and utility fees; forcing citizens to absorb rate hikes now effectively forces us to pay twice for past failures to prioritize essential infrastructure.

Continually raising taxes and utility levies creates a dangerous economic spiral. Higher municipal fees increase the overhead for local small businesses, which they must pass directly to consumers, further driving up our local cost of living. Furthermore, a punitive tax climate deters the exact economic growth the city claims it wants to attract.

Good intentions do not pay the bills for struggling, fixed-income, or working-class households in our community. I urge the council to reject further budget increases, perform a line-item audit of current operational spending to find inefficiencies, and aggressively pursue state and federal grants rather than defaulting to the pockets of Lewiston citizens.

Thank you for your time, for your consideration of the financial reality of the residents you serve, and for ensuring my voice is included while I am away.

Michael J. O'Shaughnessy



Lewiston

Tanya Brocke <tbrocke@cityoflewiston.org>

Tax increase Vote No

1 message

Wyatt Baldwin <wyattbaldwin7@gmail.com>
To: tbrocke@cityoflewiston.org

Fri, Aug 7, 2026 at 9:51 AM

Hello,

I would like to express my concern over increasing our property taxes. Per Idaho.gov we already have the highest taxed county in Idaho. I would like to see our city do more with the budget they currently have or make certain cuts to our current spending. Please say no to this tax increase. Can I ask when and how much was our last increase?

Thank you,
Wyatt

DRAFT

August 17, 2026

THE CITY COUNCIL OF THE CITY OF LEWISTON, IDAHO, met for a Special Meeting in the Second Floor Event Space of the Lewiston City Library at 411 D Street. Mayor Johnson called the meeting to order at 6:00 pm.

I. CALL TO ORDER

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

II. PLEDGE OF ALLEGIANCE

Following the call to order, those in attendance stood and joined Fire Chief Rightmire in the recitation of the Pledge of Allegiance.

III. CITIZENS COMMENTS

Cindy Ball, a Lewiston resident, opposed the proposed 4% tax increase, presenting data studies showing flawed assessment software over-taxes modest Class 3 homes to subsidize higher-end properties. She urged Council to table the increase until state and county assessment calculations are corrected.

Trent Morgan, a Lewiston resident, opposed tax increases, noting his property taxes outpaced inflation despite receiving no wage increase. Urged Council to prioritize essential infrastructure over non-essentials like the golf course and parks, direct staff to trim the budget to a target rate, and distinguish between needs and wants.

Laura Morgan, a Lewiston resident, urged Council to listen to residents and trim the budget, noting that property taxes consume four months of her retirement income. She expressed concern about the inefficiency in city spending, questioned funding non-essential priorities like the Fenton Gym floor, and warned that rising taxes are pricing out both young families and retirees.

Angela Howard, a Lewiston resident, requested Council reconsider and vote no on the 4% tax increase, emphasizing that repeated increases create significant financial strain for retirees on fixed incomes and working families. She urged the City to reduce spending, improve efficiency, and maintain affordability before asking residents to pay more.

Joe Murt, a Lewiston resident, expressed appreciation for the public turnout and urged Council to vote no on any property tax increase for FY27. He recommended prioritizing needs over wants, pausing the Community Park project, placing an immediate citywide hiring freeze, eliminating the Grant Writer position in favor of external grant firms, and auditing departmental spending.

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Gary Anderson, a Lewiston resident, highlighted the severe impact of doubling property taxes on retirees and renters. He stated that Lewiston suffers from zero or negative growth due to being business-unfriendly, citing restrictive Planning & Zoning red tape that drove major business expansions (e.g., Schweitzer Engineering Laboratories) to neighboring cities, and urged the City to focus on expanding the commercial tax base.

Jennifer Tengono, City Attorney and Lewiston resident, requested Council consider allocating reserves or existing revenue streams (such as right-of-way permits or public records fees) to assist the Police Department with the high costs (\$1,500-\$2,500 per unit) of removing and disposing of unlawfully parked RVs. She noted that requiring law enforcement to absorb these costs forces cuts to proactive community policing.

David Baer, a Lewiston resident, expressed frustration over paying nearly \$12,000 annually in property taxes for a single acre while receiving the same municipal services as lower-assessed properties, questioning the fairness of tax burdens tied strictly to property valuation.

Larry Nostrant, a Lewiston resident, emphasized the need for prudent spending of tax dollars, urging the City to prioritize ongoing maintenance and surveillance of existing infrastructure — such as water and sewer pipelines — to prevent costly emergency failures.

Debbie Freeze, a Lewiston resident, stated that private sector businesses must adjust to flat budgets without sacrificing service, offering to volunteer her time to help analyze city operations, eliminate waste, and identify a 3% spending reduction.

Jeff Sayer, a Lewiston resident, opposed property tax increases given current economic hardships and inflation, encouraging all city employees to submit ideas for cost savings and budget reductions within their respective departments.

Robert Clark, a Lewiston resident, opposed a 4% tax increase as a recent retiree living on a fixed pension, noting that low state wages capped his retirement and urging Council to live within its means, just as citizens must.

Cory James Wilkerson, a Waha resident, spoke against tax increases on behalf of his father, whose property taxes continue to rise sharply despite minimal increases to fixed Social Security income, warning that high taxes risk displacing local seniors.

Randy Squires, a Lewiston resident, proposed three criteria for any tax increase requests: assessing true need, conducting an affordability assessment on taxpayers,

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and eliminating waste. He recommended hiring an independent auditor every five years to conduct a deep-dive financial audit of all city departments.

Jeanne Hanson, a Lewiston resident, questioned spending allocations within the proposed budget, criticizing the use of city funds for items such as a \$524,000 SWAT vehicle, airport improvements, and fleet structures.

Nancy Kurts, a Lewiston resident, expressed deep concern for residents living on fixed incomes, stating a 4% tax increase would force some from their homes and calling for greater fiscal restraint modeled after prior generations.

Dan Yonge, a Lewiston resident, expressed concern over managing a \$117 million budget for 34,000 residents, urging Council to hold city employees accountable for costly mistakes, set a goal to reduce the overall budget by 10%, and streamline municipal operations.

Julie Jones, a Lewiston resident, expressed shock at local property taxes and living costs compared to California, stating taxes on her family's home increased by \$700 in a single year. She urged Council to reject tax increases, cut spending, and adopt a business-friendly approach to foster real growth.

Hannah Liedkie, a Lewiston resident and Nez Perce County Commissioner, commended the high public turnout, encouraged residents to serve on local boards/commissions and engage state legislators to reform Idaho property tax laws, and invited citizens to attend upcoming county budget meetings.

Patty Nielson, a Lewiston resident, stated that Lewiston has the highest tax rate in Idaho, warning that extreme property taxes will force long-time residents to sell their homes. She also raised concerns regarding unexplained assessment increases on unimproved land.

Alan Wick, a Lewiston resident, questioned why Lewiston struggles with growth compared to Coeur d'Alene, criticized wasteful public works staffing practices and poor road repair quality, and urged the City to prioritize basic infrastructure maintenance over unnecessary contracted projects.

Cleve Chisholm, a Lewiston resident, recommended the City accept Debbie Freeze's offer to serve on an independent budget committee.

Tom Nielson, a Lewiston resident, highlighted broader economic pressures, including inflation, crop failures, and rising fuel and food costs. He urged Council to refrain from increasing taxes during uncertain financial times.

Trina Lon, a Lewiston resident, opposed the 4% tax increase, explaining that high property taxes force landowners to parcel off larger lots. She noted that fixed-wage employees receive no raises during cutbacks and encouraged the City to aggressively pursue grants to offset costs.

Mike Taylor, a Lewiston resident, highlighted that property tax increases directly impact local renters, as property owners are forced to pass the additional tax burden along through higher monthly rents.

Tara Fowler, a Lewiston resident, supported funding for core infrastructure, police, fire, and water systems, but opposed non-essential spending such as the Fenton Gym floor or Community Park. She urged Council to distinguish between needs and wants, reduce the financial burden on families, and eliminate non-essential expenses.

Tobe Finch, a Lewiston resident, encouraged the City to partner with local business owners and the Chamber of Commerce to reform regulatory codes, streamline permitting processes, and build a growth-oriented budget that expands the commercial tax base rather than overburdening existing residents.

Nick Woods, a Lewiston resident, referenced the budget guide and voiced support for Councilor Spickelmire's motion to adopt a 0% property tax increase.

Carrie Harcharik, a Lewiston resident, shared observations from working at a local hospital regarding elderly patients forced to choose between paying property taxes or buying necessary medication, calling on Council to live within a strict budget.

Marcus Schrattenholzer, a Lewiston resident, criticized wasteful municipal practices based on his past employment experience with the City (such as unnecessary clothing allowances) and called for increased operational accountability and budget discipline.

Ed Brink, a Lewiston resident, inquired whether local option sales taxes or state legislative remedies could be used to shift the tax burden away from property owners, noting the severe financial strain property taxes place on landlords and renters alike.

Delinda Medford, a Lewiston resident, stated her property taxes rose from \$1,700 to \$4,000 over five years, forcing her family to consider moving out of town. She demanded the Council actively reduce the budget and cut taxes rather than keeping them flat.

Dolce McKone, a Lewiston resident, expressed concern over the impact of high

property taxes on young families and single parents trying to purchase and maintain a home in the valley.

Joe Rodriguez, a Lewiston resident, shared his experience managing a \$7 million public budget where he reallocated \$2 million in taxpayer savings, urging Councilors to collaborate, eliminate non-essential spending, and find practical ways to save citizens money.

Mark Losh, LC Valley Chamber, stated there is a widespread perception among developers and business owners that Lewiston is unwelcoming to growth, urging the City and Community Development department to adopt a collaborative, problem-solving approach to attract new business.

Dick Ostheller, a Lewiston resident, raised concerns regarding lost revenue from major commercial closures (Shopko, Kmart), questioned high permit and inspection fees, and asked why internal city crews took three months to complete routine park tree trimming rather than utilizing local contractors.

David Baer, a Lewiston resident, spoke again and noted that after remodeling a property within its existing footprint, the property taxes increased from \$1,200 to \$4,777, arguing that property owners are unfairly penalized with higher taxes for improving their homes.

Gary Anderson, a Lewiston resident, spoke again and asked whether the City operates under a "use it or lose it" departmental budget policy, which encourages end-of-year wasteful spending.

Dan Yonge, a Lewiston resident, spoke again and noted that permit and buy-in fees in Lewiston range from \$13,000 to \$20,000, and compared Lewiston's \$117 million budget for 34,000 residents against Coeur d'Alene's \$62 million budget for 58,000 residents to illustrate the need for budget reductions.

James Lietzke, a Lewiston resident, shared that despite paying off his home, rising property taxes and water/sewer rates force him to continue working on a single income following his wife's injury, leaving him unable to afford retirement.

Ed Brink, a Lewiston resident, spoke again and stated that under the current tax system, residents feel as though they are merely leasing their homes from the government rather than truly owning them.

IV. ACTIVE AGENDA

A. ORDINANCES

1. SECOND READINGS

- a. **ORDINANCE 4973:** Considering amending Ordinance 4950, the Annual Appropriation Ordinance for the fiscal year beginning October 1, 2025 and ending September 30, 2026, appropriating additional monies that are to be received in the sum of \$17,315,900 - Action Item

Councilor Klein and Council President Kleeburg moved and seconded, respectively, to approve the second reading of Ordinance 4973. The motion carried 6-0.

CITY ORDINANCE NO. 4973: AN ORDINANCE OF THE CITY OF LEWISTON AMENDING ORDINANCE NO. 4950, THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026, APPROPRIATING ADDITIONAL MONIES THAT ARE TO BE RECEIVED BY THE CITY OF LEWISTON, IDAHO IN THE SUM OF SEVENTEEN MILLION THREE HUNDRED FIFTEEN THOUSAND NINE HUNDRED DOLLARS (\$17,315,900); DIRECTING THE CITY CLERK TO FILE A CERTIFIED COPY OF THIS ORDINANCE WITH THE NEZ PERCE COUNTY BOARD OF COUNTY COMMISSIONERS; AND PROVIDING AN EFFECTIVE DATE.

- b. **ORDINANCE 4974:** To be termed the "2027 Annual Appropriation Ordinance," considering appropriating sums of money authorized by law and deemed necessary for all general and special municipal purposes of the City of Lewiston for the fiscal year commencing October 1, 2026 and ending September 30, 2027 - Action Item - Action

Finance Director/City Treasurer Aimee Gordon provided a presentation outlining staff-recommended budget reductions, which included eliminating vacant positions such as a grant writer and administrative role, as well as reductions in legislative travel and turnover savings in police and fire departments.

Councilors Wright and Klein moved and seconded, respectively, to approve the second reading of Ordinance 4974.

Councilor Wright moved to amend Ordinance 4974 and take \$20,000 from the General Reserve Fund and move that to the Police's budget, specifically earmarked for towing RVs, campers, and recreational vehicles that are committing a crime based on city ordinances. Councilor Spickelmire seconded. The motion was withdrawn following staff clarification that adding \$20,000 to the Police Department budget

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would exceed the published budget cap without an offsetting department reduction.

Councilor Spickelmire moved to amend Ordinance 4974 by accepting the alternate budget proposal that has the 0% income in the property tax revenue and the adjustment to reduce the Transportation Arterial Reconstruction fund to \$2 million, remove the golf course spray rig of \$55,000, increase the COLA to 1.5%, and keep the vacant grant writer position, and allocate \$20,000 to the police fund. Councilor Wright seconded.

City Attorney Tengono requested a recess to review financial calculations prior to a vote. Mayor Johnson called the council to stand at ease at 8:38 p.m.

After Mayor Johnson reconvened the meeting at 9:14 p.m. Councilors Spickelmire and Wright withdrew their motion and second, respectively.

Councilor Spickelmire then moved to accept the alternate budget with the following revisions: 1) reallocate \$20,000 from contingency to the police fund; add back the Grant Writer position; 3) remove the golf course spray rig; and 4) increase the COLA to 1.5% by reducing the arterial street budget by \$153,440. Councilor Wright seconded. The motion to amend carried 6-0.

The main motion, as amended, carried 6-0.

CITY ORDINANCE NO. 4974: AN ORDINANCE OF THE CITY OF LEWISTON TO BE TERMED THE 2027 ANNUAL APPROPRIATION ORDINANCE; APPROPRIATING SUMS OF MONEY AUTHORIZED BY LAW AND DEEMED NECESSARY FOR ALL GENERAL AND SPECIAL MUNICIPAL PURPOSES OF THE CITY OF LEWISTON, IDAHO, FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2026 AND ENDING SEPTEMBER 30, 2027; DIRECTING THE CITY CLERK TO FILE A CERTIFIED COPY OF THIS ORDINANCE WITH THE COUNTY COMMISSIONERS; AND PROVIDING AN EFFECTIVE DATE.

- c. **ORDINANCE 4975:** Considering fixing and establishing the tax certification on all taxable properties situated within the corporate limits of the City of Lewiston for the fiscal year beginning October 1, 2026 and ending September 30, 2027, for the purpose of providing and raising monies for municipal and corporate purposes; providing

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for certification to the Board of County Commissioners of Nez Perce County in the amount of \$25,862,130; providing a certified copy of the 2027 Annual Appropriation Ordinance to the Board of County Commissioners of Nez Perce County, Idaho, as adopted by the City of Lewiston for the 2026-2027 fiscal year - Action Item - Action Item

Finance Director/City Treasurer Gordon explained that the amendment to Ordinance 4974 necessitated a corresponding amendment to the tax certification ordinance. She outlined the proposed adjustments as follows: 1) increase the General Fund by \$134,020; 2) increase Public Transportation by \$3,930; 3) increase Library by \$5,280; 4) increase Streets by \$9,840; 5) increase Cemetery by \$370; and 6) reduce Streets by \$153,440. She noted that these revisions result in a net \$0 impact, maintaining the total tax certification amount at \$25,095,770.

Councilors Wright and Spickelmire moved and seconded, respectively, to approve the second reading of Ordinance 4975.

Councilor Wright moved to amend the amount of Ordinance 4975 from \$25,862,130 to \$25,095,770. Councilor Forsmann seconded, and the motion carried 6-0.

The main motion, as amended, carried 6-0.

V. UNFINISHED AND NEW BUSINESS

A. CITY COUNCILOR COMMENTS:

Council President Kleeburg thanked the public for the large turnout and for engaging with the City Council.

Councilor Forsmann appreciated the high public attendance and respectful feedback. She acknowledged rising property tax concerns and clarified that taxes can still increase during a city 0% tax increase. She also encouraged business owners experiencing permitting or staffing issues to contact the Mayor, noted ongoing efforts to consult with neighboring city leaders (such as Moscow) to share solutions, and encouraged continued public input via email.

Councilor Klein reminded the public that a significant portion of local property tax bills stems from the previously approved school bond, and noted that the City still faces critical funding challenges for failing infrastructure on Main Street following the rejection of a low-interest bond.

B. MAYOR COMMENTS

Mayor Johnson expressed appreciation to library staff for hosting the meeting and thanked all City of Lewiston staff for their professionalism, dedication, and ongoing service to the community.

VI. ADJOURNMENT - Action Item

There being no further business to come before the Lewiston City Council, Council President Kleeburg and Councilor Klein moved and seconded, respectively, to adjourn the August 17, 2026 Special Meeting. The motion carried 6-0 and the meeting adjourned at 9:27 p.m.

Daniel G. Johnson, Mayor

Tanya M. Brocke, City Clerk

August 24, 2026

THE CITY COUNCIL OF THE CITY OF LEWISTON, IDAHO, met for a Regular Meeting in the Second Floor Event Space of the Lewiston City Library at 411 D Street. Mayor Johnson called the meeting to order at 6:00 pm.

I. CALL TO ORDER

COUNCILORS PRESENT: Mayor Dan Johnson; Councilor Kasee Forsmann; Councilor Jessica Klein; Councilor Bryan Moree; Councilor John Spickelmire; Councilor Matt Wright.

COUNCILORS EXCUSED: Council President Jim Kleeburg.

II. PLEDGE OF ALLEGIANCE

Following the call to order, those in attendance stood and joined in the recitation of the Pledge of Allegiance.

III. CITIZENS COMMENTS

Ron Line, a Clarkston resident, expressed concerns regarding the city's use of Flock license plate cameras.

Pete, a Lewiston resident, voiced concerns regarding ongoing construction on Ripon Avenue and related traffic safety issues.

William Stickler, a Lewiston resident, submitted photographs and details regarding noxious weed growth within the city.

Angela Howard, a Lewiston resident, spoke in opposition to the proposed 4% budget and property tax increase.

Joe Murt, a Lewiston resident, shared insights from a meeting with the tax assessor, urged direct engagement with assessors and state legislators, supported a 2% tax for failing core infrastructure over park development, and stressed the power of early community involvement.

Doug Havens, a Lewiston resident and Nez Perce County Commissioner, expressed concerns regarding staff communications to Urban Renewal Agency members—suggesting the Lewiston East Orchards project could have been paid off—and recommended closing the East Orchards area to return property value to the active tax rolls.

Carl Walker, a Lewiston resident, thanked citizens for showing up and urged Councilors to reject tax increases in the upcoming budget to alleviate the financial

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burden on residents and restore public trust.

Robin Weldy, a Lewiston resident, provided feedback on the city's property assessment process, arguing that it is unfair, overly complicated, and places a disproportionate financial burden on owners of smaller lots.

Jeff Sayer, a Lewiston resident, requested that the City Council avoid property tax increases, urged a comprehensive line-by-line review of the budget, and offered his professional expertise to assist the Council in identifying potential cost-saving measures.

Ed Brink, a Lewiston resident, expressed concerns regarding the city's fiscal management, suggesting that the core issue is a lack of spending discipline.

Nancy Kurts, a Lewiston resident, suggested that the city adopt a more frugal approach to budgeting, and specifically requested that the Council remove the proposed 2.5% COLA (Cost-of-Living Adjustment) from the 2027 budget.

Anna Bosshardt, a Lewiston resident, emphasized the need for city transparency and submitted proposals to improve trust, including tracking abandoned business applications, requiring a public vote on data centers, reconsidering Flock license plate cameras due to privacy and budget concerns, mailing detailed budget breakdowns, establishing volunteer-led efficiency task forces, and expanding meeting notice advertising.

Jeff Weiner, a Lewiston resident, voiced opposition to the requested tax increase, advocating for single-project designated funding and citing concerns regarding the city's management of existing resources, specifically referencing the response to residents impacted by the Sunset Addition reservoir flooding.

David Baer, a Lewiston resident, requested clarification on discrepancies in the general fund property tax figures presented in the budget guide and questioned the efficiency of funding levels for digital library services and public transit given low ridership.

Trent Morgan, a Lewiston resident, acknowledged the difficulty of current budgetary challenges due to past infrastructure neglect, inquired about county assessor attendance and municipal audit practices, advised against long-term contractual constraints that restrict fund reallocations, and requested local code enforcement to address a weed and fire hazard on Ripon Avenue.

Dan Yonge, a Lewiston resident, noted that high property tax assessments on vacant development lots and residential properties create financial burdens for builders

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and buyers—comparing Lewiston's higher property tax rates to Coeur d'Alene—and called on the Mayor to hold city staff accountable.

Laura Morgan, a Lewiston resident, requested department-level line-item budget transparency to avoid cutting critical services like police and fire, while noting property assessment discrepancies between residential homes and commercial-style shops and calling for reforms in the county assessor's office.

Kathy Shaw, a Lewiston resident, questioned why the Risk Management and Human Resources budgets list the same administrator across separate funding entries and requested clarification on a \$400,000 "other" budget line item while suggesting funding cuts for golf and municipal facilities.

Houston Keane, a Lewiston resident, expressed concern that tax increases discourage local business growth and drive families away, sharing that potential tax hikes have made him consider relocating his family and urging the city to reduce spending instead.

Patty Nielson, a Lewiston resident, called for reform in the county assessor's office, citing unclear land improvement assessments on property taxes, and urged the city to streamline business permitting processes to attract new commercial enterprises.

Mario Fillipucci, a Lewiston resident, expressed concern over the proposed 4% budget increase, noting that property taxes do not reflect residents' fixed-income abilities to pay, and urged the city to adopt zero-based budgeting while addressing service gaps like sewer access and street sweeping on Ripon Avenue.

Jackie Baer, a Lewiston resident, opposed the proposed 4% tax increase, expressing concern that property tax assessments penalize homeowners for maintaining their homes.

Henry Larson, a Lewiston resident, opposed the use of Flock license plate cameras on city bridges, raising privacy concerns regarding data tracking and access, and suggested using standard speed monitoring cameras as an alternative.

Robert Clark, a Lewiston resident, expressed concern over local economic stagnation and rising property taxes, advising the city to manage within its existing budget, run operations like a business with employee accountability, and vote against the proposed tax increase.

JD Boguslawski, a Lewiston resident, voiced opposition to tax increases, stating that rising property taxes are financially straining fixed-income seniors and working families, and urged the city to reduce unnecessary spending and live within its

existing budget.

Julie Jones, a Lewiston resident, expressed frustration with the clarity of prior council budget discussions, urged officials not to approve the 4% tax increase, and called on leadership to foster community growth and support current residents rather than creating economic burdens.

Joe Murt, a Lewiston resident, spoke again and urged leadership to make difficult decisions by delaying the community park project until municipal spending is reduced and re-evaluated in future budget cycles.

Anna Bosshardt, a Lewiston resident, spoke again and expressed concern over local economic vulnerability due to foreign corporate ownership of key area employers, cautioning the city to consider the potential financial impact if those major companies were to leave the community.

Angela Howard, a Lewiston resident, spoke again and offered a rebuttal regarding property tax assessments, noting that statutory limitations set in Boise constrain the county assessor's authority and urging taxpayers to support legislative changes at the state level.

Jeff Sayer, a Lewiston resident, spoke again and urged the city to keep living costs manageable to protect long-term residents from being priced out of their homes, while advising council to secure federal grant funding more aggressively, comparing local airport grant awards to those of neighboring facilities.

Dan Yonge, a Lewiston resident, spoke again and urged leadership to focus on municipal spending reductions rather than external factors, offering support for mayoral compensation increases if the city successfully lowers budget line items to achieve a 1% tax levy.

Carl Walker, a Lewiston resident, spoke again and expressed concern over rising utility fee rates alongside property tax increases, stating that compounding municipal costs create financial strain on household budgets and calling for better two-way communication between the city and residents.

Robin Weldy, a Lewiston resident, spoke again and noted that rising property taxes force rent increases that make housing unaffordable for workforce candidates, advising the city to focus on workforce housing solutions to support local economic and business recruitment.

Josh Fuchs, a Lewiston resident, noted that slow population and commercial growth have left existing homeowners absorbing rising property tax revenues, requesting

improved budget transparency on tax increase sources, public addressing of Urban Renewal Agency tax increment funds, support for a budget alternative limiting increases to new construction revenue, and better outreach regarding state property tax reduction programs for retirees.

Lauren Beauchamp, a Lewiston resident, noted that local demographic growth is primarily driven by incoming retirees driving up property values faster than median household income, questioning how the resulting increases in assessed property tax revenues were allocated within the city budget.

IV. CONSENT AGENDA

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

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

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

V. ACTIVE AGENDA

- A. SUPPLEMENTAL AGREEMENT NO. 3 FOR TR036 BRYDEN AVE RECONSTRUCTION STAGE 1:** Considering approving Supplemental Agreement No. 3 to the Local Professional Services Agreement with David Evans and Associates, Inc., for the TR036 Bryden Ave Reconstruction Stage 1, in the amount of \$208,417, and authorizing the Mayor to sign the Agreement - Action Item

Councilors Wright and Spickelmire moved and seconded, respectively, to approve the Supplemental Agreement No. 3 to the Local Professional Services Agreement for the TR036 Bryden Avenue Reconstruction Stage 1, between the City of Lewiston and David Evans and Associates, Inc., in the amount of \$208,417 and authorize the Mayor to sign the agreement. **ROLL CALL VOTE: VOTING AYE: Wright; Forsmann; Klein; Moree; Spickelmire. VOTING NAY: None. EXCUSED: Kleeburg.**

- B. LOCAL PROFESSIONAL SERVICES AGREEMENT FOR PROJECT #A024(680):** Considering approving the Local Professional Services Agreement with CONSOR North America, Inc. for the TR072 8th Street Bike and Pedestrian Path

Improvements project in the amount of \$149,895, and authorizing the Mayor to sign the Agreement - Action Item

Councilors Spickelmire and Forsmann moved and seconded, respectively, to approve the Local Professional Service Agreement for the 8th Street Bike and Pedestrian Path Improvements project between the City of Lewiston and CONSOR North America, Inc., in the amount of \$149,895 and authorize the Mayor to sign the agreement. **ROLL CALL VOTE: VOTING AYE: Wright; Forsmann; Klein; Moree; Spickelmire. VOTING NAY: None. EXCUSED: Kleeburg.**

C. ORDINANCES

1. FIRST, SECOND AND THIRD READINGS

- a. **ORDINANCE 4971**: Considering amending Lewiston City Code § 17-1, adding the definition of "temporary project"; amending Lewiston City Code § 17-19 relating to the ownership of solid waste and recyclable materials; enacting a new Lewiston City Code § 17-25 relating to the regulation of temporary project service; and amending Lewiston City Code § 17-26 related to licensing and restrictions on operations - Action Item

Councilors Klein and Spickelmire moved and seconded, respectively, to read Ordinance No. 4971 by title only, and to dispense with the requirements that an ordinance be read on three different days and that it be read once in full. The motion carried 5-0.

CITY ORDINANCE NO. 4971: AN ORDINANCE OF THE CITY OF LEWISTON AMENDING LEWISTON CITY CODE § 17-1 ADDING THE DEFINITION OF "TEMPORARY PROJECT"; AMENDING LEWISTON CITY CODE § 17-19 RELATING TO THE OWNERSHIP OF SOLID WASTE AND RECYCLABLE MATERIALS; ENACTING A NEW LEWISTON CITY CODE § 17-25 RELATING TO THE REGULATION OF TEMPORARY PROJECT SERVICE; AMENDING LEWISTON CITY CODE § 17-26 RELATED TO LICENSING AND RESTRICTIONS ON OPERATIONS; AND PROVIDING AN EFFECTIVE DATE.

2. THIRD READINGS

- a. **ORDINANCE 4973**: Considering amending Ordinance 4950, the Annual Appropriation Ordinance for the fiscal year beginning October 1, 2025 and ending September 30, 2026, appropriating additional monies that are to be received in the sum of \$17,315,900 - Action Item

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Councilors Moree and Spickelmire moved and seconded, respectively, to waive the third reading in full of Ordinance 4973 and approve the reading by title only. The motion carried 5-0.

CITY ORDINANCE NO. 4973: AN ORDINANCE OF THE CITY OF LEWISTON AMENDING ORDINANCE NO. 4950, THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026, APPROPRIATING ADDITIONAL MONIES THAT ARE TO BE RECEIVED BY THE CITY OF LEWISTON, IDAHO IN THE SUM OF SEVENTEEN MILLION THREE HUNDRED FIFTEEN THOUSAND NINE HUNDRED DOLLARS (\$17,315,900); DIRECTING THE CITY CLERK TO FILE A CERTIFIED COPY OF THIS ORDINANCE WITH THE NEZ PERCE COUNTY BOARD OF COUNTY COMMISSIONERS; AND PROVIDING AN EFFECTIVE DATE.

- b. **ORDINANCE 4974:** To be termed the "2027 Annual Appropriation Ordinance," considering appropriating sums of money authorized by law and deemed necessary for all general and special municipal purposes of the City of Lewiston for the fiscal year commencing October 1, 2026 and ending September 30, 2027 - Action Item - Action Item

Councilors Spickelmire and Wright moved and seconded, respectively, to waive the third reading in full of Ordinance 4974 and approve the reading by title only.

Prior to the vote, Councilor Moree spoke regarding his vote, acknowledging the strong public sentiment against tax increases and the need for fiscal restraint. He emphasized that the city must live within its means, listen to citizen feedback on service adjustments, and rely on community collaboration rather than tax hikes to address municipal challenges.

Following council discussion, Mayor Johnson briefly called the meeting at ease at 8:03 p.m. to consult with City Attorney Tengono regarding parliamentary procedure for the vote. The meeting resumed at 8:05 p.m.

The motion carried 4-1 with Councilor Moree opposed.

CITY ORDINANCE NO. 4974: AN ORDINANCE OF THE CITY OF LEWISTON, TO BE TERMED THE "2027 ANNUAL APPROPRIATION

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ORDINANCE”; APPROPRIATING SUMS OF MONEY AUTHORIZED BY LAW AND DEEMED NECESSARY FOR ALL GENERAL AND SPECIAL MUNICIPAL PURPOSES OF THE CITY OF LEWISTON, IDAHO, FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2026 AND ENDING SEPTEMBER 30, 2027; DIRECTING THE CITY CLERK TO FILE A CERTIFIED COPY OF THIS ORDINANCE WITH THE COUNTY COMMISSIONERS; AND PROVIDING AN EFFECTIVE DATE.

- c. **ORDINANCE 4975:** Considering fixing and establishing the tax certification on all taxable properties situated within the corporate limits of the City of Lewiston for the fiscal year beginning October 1, 2026 and ending September 30, 2027, for the purpose of providing and raising monies for municipal and corporate purposes; providing for certification to the Board of County Commissioners of Nez Perce County in the amount of \$25,095,770; providing a certified copy of the 2027 Annual Appropriation Ordinance to the Board of County Commissioners of Nez Perce County, Idaho, as adopted by the City of Lewiston for the 2026-2027 fiscal year - Action Item - Action Item

Councilors Spickelmire and Wright moved and seconded, respectively, to waive the third reading in full of Ordinance 4975 and approve the reading by title only. The motion carried 4-1 with Councilor Moree opposed.

CITY ORDINANCE NO. 4975: AN ORDINANCE OF THE CITY OF LEWISTON FIXING AND ESTABLISHING THE TAX CERTIFICATION ON ALL TAXABLE PROPERTIES SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF LEWISTON FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2026 AND ENDING SEPTEMBER 30, 2027, FOR THE PURPOSE OF PROVIDING AND RAISING MONIES FOR MUNICIPAL AND CORPORATE PURPOSES; PROVIDING FOR THE TAX CERTIFICATION TO THE BOARD OF COUNTY COMMISSIONERS OF NEZ PERCE COUNTY, IDAHO IN THE AMOUNT OF TWENTY-FIVE MILLION NINETY-FIVE THOUSAND SEVEN HUNDRED SEVENTY DOLLARS (\$25,095,770); DIRECTING THE CITY CLERK TO FILE A CERTIFIED COPY OF THIS ORDINANCE WITH THE COUNTY COMMISSIONERS; AND PROVIDING AN EFFECTIVE DATE.

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

- a. **ORDINANCE 4971:** - Action Item

Councilors Wright and Forsmann moved and seconded, respectively, to

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adopt Ordinance 4971 and approve the related ordinance summary.
ROLL CALL VOTE: VOTING AYE: Wright; Forsmann; Moree; Spickelmire. VOTING NAY: Klein; EXCUSED: Kleeburg.

4. ADOPTION

Councilors Spickelmire and Wright moved and seconded, respectively, to adopt Ordinances 4973, 4974 and 4975. **ROLL CALL VOTE: VOTING AYE: Wright; Forsmann; Klein; Spickelmire. VOTING NAY: Moree; EXCUSED: Kleeburg.**

- a. **ORDINANCE 4973:** - Action Item
- b. **ORDINANCE 4974:** - Action Item
- c. **ORDINANCE 4975:** - Action Item

VI. PUBLIC HEARINGS AND RELATED ACTION ITEMS

- A. PUBLIC HEARING: FORGONE TAXES:** Accepting testimony on the consideration of utilizing a portion of forgone taxes for maintenance and operations purposes, and consideration of accruing forgone tax (i.e., reserving the right to recover forgone tax) for the fiscal year ending September 30, 2027 - Action Item

Mayor Johnson opened the public hearing on reserving unused property tax authority for FY 2027. Finance Director Aimee Gordon reported that because the approved budget contains no property tax increase, the city has \$559,181 in unlevied tax capacity available to reserve with the Idaho State Tax Commission.

Director Gordon noted that the city's cumulative forgone balance currently stands at approximately \$3.4 million, but emphasized that state law limits future drawdowns to 4% annually (1% for ongoing operational expenses and 3% for one-time capital projects). Following council inquiries clarifying that reserving this capacity simply preserves the legal right for future leaders to use those taxes if needed—creating no immediate tax impact or saved cash—Mayor Johnson called for public testimony.

The following testimony was received:

- Travis Meeks, a Lewiston resident, questioned whether the reserved forgone taxes must be designated as operational or capital expenditures at the time of reservation.
- Tobe Finch, a Lewiston resident, requested clarification regarding statutory limits on forgone tax withdrawals, maximum allowable annual

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increases, and budget reallocation rules for unfilled municipal staff positions.

- Trent Morgan, a Lewiston resident, inquired about historical precedent and the most recent budget cycles in which the city drew from its forgone tax reserves.
- Mario Fillipucci, a Lewiston resident, asked whether reserving unused tax capacity is equivalent to accumulating future debt on local taxpayers.
- Dan Yonge, a Lewiston resident, inquired about the specific circumstances under which forgone tax reserves are used, asking why the city utilized a 1% allocation in the prior year's budget.
- Tobe Finch, a Lewiston resident, spoke again and asked whether funds generated from a forgone tax allocation for an unfilled position could be reallocated to general operational expenses within the police department.
- Travis Meeks, a Lewiston resident, spoke again and suggested saving zero dollars to force future leaders to spend less.

There being no further public testimony, Mayor Johnson closed the public hearing.

- B. RESOLUTION 2026-48:** Considering whether to reserve some or all of the current year's allowable forgone amount for potential use in subsequent years, Idaho Code § 63-802(1)(f) - Action Item

Councilor Moree moved to approve Resolution 2026-48, reserving \$0 in FY 2027 forgone increase in the subsequent year.

City Attorney Tengono clarified that if the council's intent is to reserve \$0 (not preserve any forgone tax capacity), the proper parliamentary action is to let Resolution 2026-48 fail, as no resolution is required to decline reserving forgone capacity. Councilor Moree withdrew his motion.

Hearing no further motions to approve Resolution 2026-48, Mayor Johnson declared the resolution failed for lack of a motion.

VII. ITEMS MOVED FROM THE CONSENT AGENDA - Action Item

- A. VOUCHER'S PAYABLE:** Considering approving the Voucher's Payable dated 7/24/2026 - 8/6/2026 in the amount of \$2,211,972.52 - Action Item

Councilor Wright requested clarification on three expenditure items:

- Celebrite Inc. (\$10,740.00): Police Captain Chris Reese and City Attorney Tengono explained the digital forensics software extracts cell phone evidence for investigations, emphasizing that in-house tools are necessary to maintain the chain of custody for prosecution.

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- Lewis Clark Animal Shelter Contract (\$7,036.67): City Attorney Tengono confirmed this recurring agreement covers housing for animals seized by animal control, noting the annual cost remains below the \$10,000 threshold requiring formal council approval.
- Guardian Plumbing, Heating & A/C, Inc. (\$7,985.00): Public Works Director Dustin Johnson clarified that license plumbers are hired for specialized connections (such as fire service lines) between the main line and the meter pit.

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

VIII. UNFINISHED AND NEW BUSINESS

A. CITY COUNCILOR COMMENTS:

Councilor Forsmann stressed transparency, noting property taxes may still shift due to assessed values despite the 0% budget increase. She highlighted her research with state lawmakers, ongoing resource-sharing with the county, and thanked citizens for their input.

B. CITY BOARDS AND COMMISSIONS LIAISON UPDATES

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

C. MAYOR COMMENTS

Mayor Johnson thanked citizens for participating in local government and invited residents to visit City Hall anytime without an appointment to share their feedback.

D. AGENDA TOPICS: - Action Item

Councilor Klein moved to add the potential for electricity cost savings to the October 5th meeting. Councilor Wright seconded, and the motion carried 5-0.

Councilor Klein moved to add a presentation from staff about Flock cameras to the October 5th meeting. Councilor Forsmann seconded, and the motion carried 5-0.

Councilor Spickelmire moved to add the Bryden Avenue planning and funding discussion to the October 5th meeting. Councilor Wright seconded, and the motion carried 5-0.

IX. ADJOURNMENT - Action Item

There being no further business to come before the Lewiston City Council, Councilors Wright and Forsmann moved and seconded, respectively, to adjourn the August 24, 2026 Regular Meeting. The motion carried 5-0 and the meeting adjourned at 8:54 p.m.

Daniel G. Johnson, Mayor

Tanya M. Brocke, City Clerk



Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
AG-PRO	123827	8/19/2026	FLTMAINT	BPO- FLEET- REPAIR PARTS	\$200.71
ALWAYS TOWING LLC	401611	8/19/2026	POLICE	BPO PD TOW SERVICE FOR TOWS TO 16TH AVE STORAGE/EV	\$48.00
AMAZON CAPITAL SERVICES	123828	8/19/2026	CEMETERY	CEM - AMAZON - CARBURETOR AND TRIMMER HEAD CAP	\$69.28
			FIRE	FIRE - AMAZON - SCANNER AND SUPPLY CASES	\$295.35
			FLTMAINT	BPO- FLEET- REPAIR PARTS & OFFICE SUPPLIES	\$59.96
			INFOSYSTMS	ELECTRIC STRIKES FOR LIBRARY	\$1,375.00
			LIBRARY	BPO - LIB - OFFICE SUPPLIES	\$70.97
				LIB - BOOKS FOR THE COLLECTION	\$61.21
			PARKSFAC	PKS - AMAZON - FLAGPOLE BEAD - ROSE GARDEN FLAGPL	\$78.98
				PKS - POOLS - AMAZON - COMBINED CHLORINE	\$26.94
				POOLS - AMAZON - POOL SUPPLIES - ORCH OR BERT LIP	\$255.94
			POLICE	PD-QLS WITH MAG POUCH,QUICK LOCKING SYSTEM KIT & M	\$26.95
			RECREATION	REC - AMAZON - 3 POP UP CANOPIES	\$424.41
				REC - AMAZON - PROJ STAND W/ANG PLAT - MUTS	\$52.98
			TRANSITOP	BPO- TRANSIT OPERATING AND SAFETY SUPPLIES	\$382.89
ANATEK LABS INC	401612	8/19/2026	WATER	PW-WTP-BPO SAMPLING ANALYSIS FOR COMPLIANCE	\$524.00
			WSTWTR	BPO-PW-IPT-BPO SAMPLING ANALYSIS FOR COMPLIANCE	\$629.00
ANTHONY H SEUBERT	123888	8/19/2026	RECREATION	BPO -SNR NUTR - SEUBERT, TONY - REIMBURSEMENT	\$288.80
ASOTIN COUNTY LANDFILL	401613	8/19/2026	SANITATION	BPO - SAN - FY26 MONTHLY SOLID WASTE DISPOSAL	\$117,326.30
			WSTWTR	BPO-PW-WWTP-FY26 MONTHLY DISPOSAL	\$289.95
ATLAS SAND & ROCK	123829	8/19/2026	TRNSPN	BPO - ST - DUTHIE SAND & ROCK	\$977.38
AUSTIN BROWN	123833	8/19/2026	FIRE	BPO FIRE - DR. AUSTIN BROWN - MEDICAL CONTROL	\$3,151.88
BINGMAN ENTERPRISES INC DBA KNB FIRE	123866	8/19/2026	FLTMAINT	REPAIRS TO #021 AERIAL LADDER TRUCK	\$1,204.66
BLUE RIBBON LINEN SUPPLY INC	123830	8/19/2026	FIRE	BPO FIRE - BLUE RIBBON - LAUNDRY SERVICE	\$1,201.94
			POLICE	BPO PD UNIFORM CLEANING AND ALTERATIONS	\$10.92
BMO BANK NA	123809	8/13/2026	POLICE	PD-INTERVIEW TRANSCRIPT FEES FOR INTERNAL INTERVIEW	\$158.60
	123876	8/19/2026	POLICE	PD-INTERNAL INTERVIEW WITH TRANSCRIPTION FOR CASE	\$121.39
BOB'S TROPICAL FISH & PET SHOP INC DBA BOB'S PET & POND	123831	8/19/2026	LIBRARY	BPO - LIB - FISH TANK CLEANING	\$319.96
BROEMELING STEEL & MACHINE	123832	8/19/2026	PARKSFAC	PKS - BROEMELING BROS STEEL - BASE FOR DRIN FOUN	\$71.28
BRYON DENNY DBA HELL'S CANYON UPFITTING AND SALES	401622	8/19/2026	POLICE	PD- 4 - HAVIS C-DMM 3024 HEAVY DUTY DASH MOUNTS	\$1,739.10
CDW GOVERNMENT LLC	123834	8/19/2026	FINANCE	FIN- MICR TONER	\$288.01



Voucher's Payable

			LEGAL	ADOBE ACROBAT SUBSCRIPTION; P. LUKE; FY26	\$124.33
CENTURYLINK	123835	8/19/2026	COMDEV	08/11/26 BILL DATE UTILITY CHARGES	\$45.91
			FIRE	08/11/26 BILL DATE UTILITY CHARGES	\$427.08
			INFOSYSTMS	08/11/26 BILL DATE UTILITY CHARGES	\$564.66
			LIBRARY	08/11/26 BILL DATE UTILITY CHARGES	\$59.92
			PARKSFAC	08/11/26 BILL DATE UTILITY CHARGES	\$105.41
			POLICE	08/11/26 BILL DATE UTILITY CHARGES	\$686.80
			WATER	08/11/26 BILL DATE UTILITY CHARGES	\$59.92
			WSTWTR	08/11/26 BILL DATE UTILITY CHARGES	\$145.76
CES	401614	8/19/2026	WATER	TRAVEL-D SANTIAGO INNOVATION ON THE MOVE; PASCO,	\$333.00
			WSTWTR	TRAVEL-D SANTIAGO INNOVATION ON THE MOVE; PASCO,	\$667.00
CHRIS REESE	123799	8/13/2026	POLICE	COL DRUG TASK FORCE BUY MONEY CHRIS REESE TO CASH	\$2,000.00
CHRIS USHER	123822	8/19/2026	TRANSITOP	MEALS C USHER ITD PUBLIC TRANSPORTATION 2026 BOISE	\$375.98
CINTAS CORPORATION #606	123836	8/19/2026	FLTMaint	BPO- FLEET- UNIFORM RENT & LAUNDRY	\$214.21
			PARKSFAC	BPO - PKS - CINTAS - UNIFORMS AND CLEANING SUPP.	\$32.79
CITY OF LEWISTON	4815	8/13/2026	CEMETERY	JUL 2026 WATER/SEWER/GARBAGE	\$39.00
			COMDEV	JUL 2026 WATER/SEWER/GARBAGE	\$220.76
			LIBRARY	JUL 2026 WATER/SEWER/GARBAGE	\$485.35
			PARKSFAC	JUL 2026 WATER/SEWER/GARBAGE	\$15,580.72
			POLICE	JUL 2026 WATER/SEWER/GARBAGE	\$60.88
			SANITATION	JUL 2026 WATER/SEWER/GARBAGE	\$8,527.63
			STMWTR	JUL 2026 WATER/SEWER/GARBAGE	\$26.64
			TRANSITOP	JUL 2026 WATER/SEWER/GARBAGE	\$144.76
			TRNSPN	JUL 2026 WATER/SEWER/GARBAGE	\$29,220.87
			WATER	JUL 2026 WATER/SEWER/GARBAGE	\$1,393.39
			WSTWTR	JUL 2026 WATER/SEWER/GARBAGE	\$2,845.20
CITY OF LEWISTON EMPLOYEE BENEFIT PLAN TRUST	123813	8/19/2026	ADMSVC	Payroll Run 1 - Warrant 082026	\$418,288.84
CITY OF LEWISTON EMPLOYEE BENEFIT-CAFETERIA PLAN	123814	8/19/2026	ADMSVC	Payroll Run 1 - Warrant 082026	\$9,121.79
CLEARWATER HYDRAULICS LLC	401615	8/19/2026	FLTMaint	BPO- FLEET- REPAIR PARTS & OSL	\$43.16
CNR ENTERPRISES LLC	401616	8/19/2026	WATER	WR079 SRV LINE REPLACEMENT - WEBSTER PAVING	\$1,700.00
				WR079 SRV LINE REPLACEMENT-PAVING AT SNAP	\$1,700.00
			WSTWTR	PW-WWC-PAVING AT 1220 20TH ST	\$1,499.96
COEUR D'ALENE TRACTOR CO	123826	8/19/2026	CEMETERY	CEM - ADAMS TRACTOR - GUIDE WHEELS FOR CEMETERY	\$356.20
			FLTMaint	BPO- FLEET- REPAIR PARTS	\$428.24
COLEMAN OIL COMPANY	123837	8/19/2026	CEMETERY	CP-0434017 08/09/26 BILL DATE	\$154.33



Voucher's Payable

LLC DBA COLEMAN OIL COMPANY				CP-0436164 08/16/26 BILL DATE	\$161.34
			COMDEV	CP-0434017 08/09/26 BILL DATE	\$238.62
				CP-0436164 08/16/26 BILL DATE	\$287.74
			FIRE	CP-0434017 08/09/26 BILL DATE	\$1,820.16
				CP-0436164 08/16/26 BILL DATE	\$2,113.85
			FLTMANT	CP-0434017 08/09/26 BILL DATE	\$33.50
				FLEET - HYD OIL FOR #357 JETVAC	\$1,054.90
			LEGISLATIV	CP-0436164 08/16/26 BILL DATE	\$25.46
			PARKSFAC	CP-0434017 08/09/26 BILL DATE	\$834.11
				CP-0436164 08/16/26 BILL DATE	\$969.31
			POLICE	CP-0434017 08/09/26 BILL DATE	\$2,592.20
				CP-0436164 08/16/26 BILL DATE	\$2,200.05
			SANITATION	BPO - SAN - FY26 FUEL FOR SDI HAUL	\$1,669.23
				BPO - TS - FUEL	\$164.27
			STMWTR	CP-0434017 08/09/26 BILL DATE	\$438.85
				CP-0436164 08/16/26 BILL DATE	\$284.82
			TRANSITOP	CP-0434017 08/09/26 BILL DATE	\$2,182.91
				CP-0436164 08/16/26 BILL DATE	\$2,386.29
			TRNSPN	CP-0434017 08/09/26 BILL DATE	\$1,612.49
				CP-0436164 08/16/26 BILL DATE	\$2,042.66
			WATER	CP-0434017 08/09/26 BILL DATE	\$438.56
				CP-0436164 08/16/26 BILL DATE	\$410.70
			WSTWTR	CP-0434017 08/09/26 BILL DATE	\$667.00
				CP-0436164 08/16/26 BILL DATE	\$266.10
COLLIER ELECTRIC LLC	123838	8/19/2026	WSTWTR	BPO-PW-WWTP-ONCALL ELEC SRVS	\$172.50
COMMERCIAL TIRE INC	401617	8/19/2026	FLTMANT	BPO- FLEET- TIRE REPAIRS & DISPOSAL	\$414.00
CONTINENTAL AMERICAN INSURANCE COMPANY DBA AFLAC GROUP	123812	8/19/2026	ADMSVC	Payroll Run 1 - Warrant 082026	\$1,030.33
DALE WHEATON	123840	8/19/2026	RECREATION	BPO -SNR NUTR - WHEATON, DALE - REIMBURSEMENT	\$81.32
DEMCO INC	123841	8/19/2026	LIBRARY	BPO - LIB - CATALOGING SUPPLIES	\$73.98
DIGLINE INC	123842	8/19/2026	WATER	PW-W/WW BPO LOCATE SERVICES	\$282.00
			WSTWTR	PW-W/WW BPO LOCATE SERVICES	\$282.00
DRUG TESTING ANALYTICS LLC DBA MINERT & ASSOCIATES	401630	8/19/2026	HR	BPO - DRUG TESTING SERVICES FOR NEW HIRES AND RAND	\$569.00
EFTPS	4832	8/19/2026	ADMSVC	Payroll Run 1 - Warrant 082026	\$175,438.99
EMMA SCHNEIDER	123805	8/13/2026	LIBRARY	E SCHNEIDER MILEAGE REIMB YOUTH SERVICES LIBRARIAN	\$223.29
EMPOWER TRUST COMPANY LLC	4834	8/19/2026	ADMSVC	Payroll Run 1 - Warrant 082026	\$41,317.36
EMSCONNECT LLC	123843	8/19/2026	FIRE	BPO FIRE - EMS CONNECT - ANNUAL RENEWAL	\$455.00
ENVISIONWARE INC	401619	8/19/2026	LIBRARY	LIB - MOBILE PRINTING RENEWAL	\$633.94
ERB'S ACE HARDWARE LLC	123844	8/19/2026	FLTMANT	BPO- FLEET- REPAIR PARTS & SUPPLIES	\$3.23
			TRNSPN	BPO - ST/TR - OPERATING SUPPLIES	\$22.09
			WATER	BPO-PW-WTP OPERATING SUPPLIES: TOOLS & HARDWARE	\$69.84
ERIK WILPONEN	123806	8/13/2026	WSTWTR	MEALS E WILPONEN TRANSPORT WWTP LAB SAMPLES FIFE	\$50.00
EZEKIEL H ULREY	123811	8/13/2026	RECREATION	Z. ULREY UMPIRED 6 GAMES @ 35	\$210.00



Voucher's Payable

FASTENAL COMPANY	123845	8/19/2026	PARKSFAC	BPO - PKS - FASTENAL - VENDING SUPPLIES @ SS	\$190.05
FATBEAM LLC	401620	8/19/2026	LIBRARY	BPO - LIB - PUBLIC INTERNET FEES	\$354.00
FERGUSON ENTERPRISES #3011	123846	8/19/2026	WATER	PW-WD-BPO WATERWORKS/PLUMBING FITTINGS/ACCESSORIE	\$64.44
FOP LEWIS CLARK LODGE #10	123815	8/19/2026	ADMSVC	Payroll Run 1 - Warrant 082026	\$1,929.96
FREEDOM FIRE LLC	123847	8/19/2026	FLTMAINT	BPO- FLEET- FIRE EXTINGUISHER SERVICING	\$587.00
GALLS PARENT HOLDINGS LLC DBA GALLS LLC	123849	8/19/2026	POLICE	PD-TWO NEW BELTS FOR C. MORRIS AND A. PFAU.	\$167.98
GATEWAY MATERIALS	123850	8/19/2026	FLTMAINT	BPO- FLEET- REPAIR PARTS & SUPPLIES	\$15.60
GEORGE WILLIAM REED	123883	8/19/2026	RECREATION	BPO -SNR NUTR - REED, GEORGE - REIMBURSEMENT	\$228.00
GRAINGER	401621	8/19/2026	WATER	PW-WTP-BPO MOTORS/PUMPS/TOOLS/FITTINGS	\$193.80
				WR086 WTP ALKALINITY - STRUT AND CLAMPS	\$145.49
			WSTWTR	BPO-PW-WWTP-P/M/M MAINT SUPPLIES	\$27.12
H & H BUSINESS SYSTEMS	123851	8/19/2026	EXECUTIVE	EXEC BPO: FY 26 RICOH MAINT/COPY COST PER COPY	\$155.55
			PARKSFAC	BPO - REC - H & H - COPIER MAINTENANCE CONTRACT	\$107.89
HAHN RENTAL CENTER	123852	8/19/2026	RECREATION	REC - HAHN - 2 GENERATORS - HEATFEST	\$203.00
HAHN SUPPLY	123853	8/19/2026	PARKSFAC	FAC - HAHN SUPPLY - TOILET - CITY HALL	\$254.49
				PKS - HAHN SUPPLY - ROYAL RPR KIT FOR TOIL - PKS	\$412.20
			WATER	PW-WTP-BPO PLUMBING SUPPLIES/TOOLS/FILTERS	\$10.83
HENRY SCHEIN	123855	8/19/2026	FIRE	BPO FIRE - HENRY SCHEIN - EMS SUPPLIES	\$202.78
HERCO INC DBA HERCO ASPHALT & PAVING	123856	8/19/2026	TRNSPN	BPO - ST - HOT MIX ASPHALT	\$418.77
HILTY BOWER HAWS & SEABLE PLLC	123854	8/19/2026	LEGAL	OUTSIDE LEGAL COUNSEL; T. BAILEY PROG DESG; HILTY	\$425.00
			WSTWTR	WW063 ADMIN BLDG PROCUREMENT ASSISTANCE	\$250.00
HOME DEPOT CREDIT SERVICES	123857	8/19/2026	FIRE	FIRE - HOME DEPOT - ST. 2 MATERIALS	\$260.25
			INFOSYSTMS	BPO - ISS - TOOLS AND SUPPLIES HOME DEPOT	\$48.69
			LIBRARY	LIB - ACRYLIC FOLDER HOLDER	(\$29.99)
			PARKSFAC	BPO - FAC - HOME DEPOT - MAINTENANCE SUPPLIES	\$254.14
				P&R ADMIN - HOME DEPOT - GARDEN SUPPLIES	\$39.92
				PKS - HOME DEPOT - BPO - TOOLS - ALL PARKS	\$1,227.00
			RECREATION	REC - HOME DEPOT - TURF PAINT - HEATFEST COURTS	\$80.52
			SANITATION	PW - TS - PORTABLE A/C	\$438.00
			WATER	PW-WTP-BPO FASTENERS/TOOLS/WOOD/PAINT/RELATED	\$109.00



Voucher's Payable

			WSTWTR	PW-WWTP-BPO SUPPLIES, POWER AND HAND TOOLS	\$76.06
HUBER ACTION FREIGHT INC	123858	8/19/2026	FLTMAINT	BPO- FLEET- FREIGHT CHARGES	\$19.60
HUGHES FIRE EQUIPMENT INC	401623	8/19/2026	FLTMAINT	BPO- FLEET- REPAIR PARTS & REPAIRS	\$392.55
I A F F - LOCAL #1773	123816	8/19/2026	ADMSVC	Payroll Run 1 - Warrant 082026	\$3,492.00
IDAHO CHILD SUPPORT RECEIPTING	123817	8/19/2026	ADMSVC	Payroll Run 1 - Warrant 082026	\$265.38
IDAHO DEPT OF ENVIRONMENTAL QUALITY	4828	8/19/2026	WSTWTR	WW2001 BOND PMT NO 007	\$1,070,654.13
IDAHO ICE	123859	8/19/2026	SANITATION	BPO - TS - IDAHO ICE	\$47.33
IDAHO STATE POLICE	123861	8/19/2026	COMDEV	BPO-CD-FINGERPRINT FEES RELATING TO BUSINESS LICE	\$259.00
			POLICE	PD-REG-THOMPSON/THOMAS/ROMERO-ARCON INSTRUCTOR REF	\$375.00
IDAHO STATE TAX COMMISSION	4816	8/13/2026	LIBRARY	JULY 2026 SALES TAX	\$83.75
			PARKSFAC	JULY 2026 SALES TAX	\$1,214.77
			RECREATION	JULY 2026 SALES TAX	\$594.07
			SANITATION	JULY 2026 SALES TAX	\$2,086.70
	4829	8/19/2026	ADMSVC	Payroll Run 1 - Warrant 082026	\$29,210.00
	123818	8/19/2026	ADMSVC	Payroll Run 1 - Warrant 082026	\$715.95
IIA LIFTING SERVICES INC	401624	8/19/2026	FLTMAINT	FLEET - ANNUAL AERIAL SAFETY INSPECTION	\$2,581.81
INGRAM LIBRARY SERVICES	401625	8/19/2026	LIBRARY	BPO - LIB - SECOND FLOOR ADULT NONFICTION	\$16.89
				BPO - LIB - ADULT BOOKMOBILE BOOK ORDERS	\$152.48
				BPO - LIB - ADULT FICTION	\$822.38
				BPO - LIB - FIRST FLOOR ADULT NONFICTION	\$213.99
				BPO - LIB - JUVENILE BOOKMOBILE BOOK ORDERS	\$34.70
				BPO - LIB - JUVENILE FICTION	\$19.87
				BPO - LIB - JUVENILE NON FICTION ORDERS	\$26.14
				BPO - LIB - LARGE PRINT BOOK ORDERS	\$201.57
				BPO - LIB - TEEN FICTION	\$47.27
				BPO - LIB - TEEN NONFICTION ORDERS	\$33.32
INLAND FASTENER INC	401626	8/19/2026	FLTMAINT	BPO - FLEET- REPAIR PARTS & SUPPLIES	\$24.02
JOAN AGEE	123863	8/19/2026	RECREATION	REC - SR NUTR - BPO - JOAN AGEE - MILEAGE REIMBUR	\$196.21
JOE HALL FORD	401627	8/19/2026	FLTMAINT	BPO- FLEET- REPAIR PARTS & OSL	\$383.20
JOHN'S SAW SERVICE	401628	8/19/2026	CEMETERY	BPO - CEM - JOHN'S SAW - SUPPLIES	\$443.98
			PARKSFAC	BPO - PKS - JOHN'S SAW - REPAIRS/OIL	\$268.84
KAREN SELDON	123887	8/19/2026	RECREATION	BPO -SNR NUTR - SELDON, KAREN - REIMBURSEMENT	\$197.60
KELLER ASSOCIATES INC	123864	8/19/2026	WSTWTR	WW064 WWTP MASTER PLAN UPDATE	\$11,491.00
KENWORTH SALES COMPANY	123865	8/19/2026	FLTMAINT	BPO- FLEET- REPAIR PARTS & OSL	\$204.54



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LATAH SANITATION INC	123862	8/19/2026	CEMETERY	BPO - PKS - LATAHSANI (INL N. WASTE) - PORT TOILT	\$83.00
			PARKSFAC	BPO - PKS - LATAHSANI (INL N. WASTE) - PORT TOILT	\$816.00
				PKS - BPO - LATAH SANI/CLWATER COMP - MODIE PK	\$4.40
			SANITATION	BPO - SAN - FY26 MONTHLY YW COMPOSTING SRVCS	\$16,046.29
			WSTWTR	PW-WWTP-BPO BIOSOLIDS DISPOSAL	\$18,640.30
LAWSON PRODUCTS INC	123867	8/19/2026	FLTMAINT	BPO- FLEET- REPAIR PARTS & SUPPLIES	\$1,377.72
			FLTMAINT	BPO- FLEET- REPAIR PARTS & SUPPLIES	\$462.44
LES SCHWAB TIRE CENTER	123868	8/19/2026	FLTMAINT	OSL/ 2 NEW DRIVE TIRES ON #470 SWEEPER	\$1,091.94
				OSL/ REPL 4 TIRES ON #196 PICKUP	\$1,452.84
LEXIPOL LLC	123869	8/19/2026	POLICE	PD-GRANT MANAGER TIER 1 FOR TWO YEARS 7/2026-7/202	\$20,250.00
LUKINS & ANNIS PS	123871	8/19/2026	LEGAL	OUTSIDE LEGAL CO; LUKINS & ANNIS; KHURANA FY26	\$228.50
MATTHEW BENDER & CO INC	123870	8/19/2026	LEGAL	ID CODE COURT RULES 2026 UPDATE; 3 SETS	\$242.41
MERRICK & COMPANY	401629	8/19/2026	WSTWTR	WW069 EOS PHASE IV - ENVIRONMENTAL REVIEW	\$4,414.00
MIDWEST TAPE LLC	123872	8/19/2026	LIBRARY	BPO - LIB - ADULT DVD ORDERS	\$140.94
				BPO - LIB - JUVENILE DVD ORDERS	\$83.95
MISC CUSTOMER REFUND	123800	8/13/2026	POLICE	BISHOP DEFENSE NEW RIFLES FOR LPD	\$30,284.17
	123801	8/13/2026	POLICE	EAST WING SUPPLY 10 CPR PADS FOR ADULTS	\$2,175.00
	123802	8/13/2026	ECONDEV	IDAHO LEGAL AID CD-LEGAL ASSISTANCE PREVENT HOMELE	\$2,190.00
	123803	8/13/2026	RECREATION	L FORSMANN HELLS CANYON HEATFEST TEAM CHAMPION	\$250.00
	123804	8/13/2026	ECONDEV	T STEVENS CD CDBG HRP FINAL PAYMNT MECHANICAL	\$3,974.42
	123819	8/19/2026	POLICE	A PFAU REIMBURSEMENT FOR DUY GUN	\$500.00
	123820	8/19/2026	COMDEV	CD-REFUND OF PERMIT FEE	\$72.20
	123821	8/19/2026	COMDEV	G OLSON CD PROJECT CANCELLED PERMIT FEE REFUND	\$293.89
MOUNTAIN CONSULTING SERVICES	123874	8/19/2026	ECONDEV	BPO-CD-CDBG-HRP ADMIN FOR LEAD BASE PAINT & RADON	\$1,268.00
NAPA AUTO PARTS	123875	8/19/2026	FLTMAINT	BPO- FLEET- REPAIR PARTS & SUPPLIES	\$91.71
			FLTMAINT	BPO- FLEET- REPAIR PARTS & SUPPLIES	\$460.67
NATIONWIDE RETIREMENT	4830	8/19/2026	ADMSVC	Payroll Run 1 - Warrant 082026	\$15,011.08
NATIONWIDE-RESERVE	4833	8/19/2026	ADMSVC	Payroll Run 1 - Warrant 082026	\$2,137.96
NEZ PERCE COUNTY SHERIFF	123823	8/19/2026	ADMSVC	Payroll Run 1 - Warrant 082026	\$934.89
NORCO INC	401631	8/19/2026	FIRE	BPO FIRE - NORCO - OXYGEN SUPPLIES	\$666.51
			TRNSPN	BPO - ST/TR - PERSONAL PROTECTIVE EQUIPMENT	\$83.76
NORTH 40 OUTFITTERS	123877	8/19/2026	FLTMAINT	BPO- FLEET- REPAIR PARTS & SUPPLIES	\$26.98



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			PARKSFAC	BPO - PKS - NORTH 40 - MISC SUPPLIES, CITY PARKS	\$132.36
			WATER	PW-WTP-BPO OPERATING SUPPLIES	(\$89.96)
			WSTWTR	BPO-PW-WWTP-OPERATING SUPPLIES: TOOLS & HARDWAR	\$76.84
				PW-WWCOLL-BPO OPERATING SUPPLIES: TOOLS & HARDW	\$157.97
NORTH AMERICAN CATHOLIC EDUCATION PROGRAMMING FOUN DBA EDUCATION BROADBAND SERVICE AGENCY LLC, DBA MOBILE BEACON	123873	8/19/2026	LIBRARY	LIB - MOBILE HOTSPOT REPLACEMENT	\$64.99
NORTHWEST ENGRAVING	401632	8/19/2026	LIBRARY	ALUMINUM COLLECTION TAGS FOR KITS	\$110.00
NORTHWEST RIGGING SUPPLY INC.	123860	8/19/2026	WSTWTR	PW - WWC - RIGGING SUPPLIES; QUOTE 1578	\$89.90
ODP BUSINESS SOLUTIONS LLC	123879	8/19/2026	LIBRARY	BPO - LIB - OFFICE SUPPLIES	\$8.19
			TRANSITOP	BPO- TRANSIT OFFICE SUPPLIES	\$126.93
O'REILLY AUTO PARTS	123878	8/19/2026	FLTMAINT	BPO- FLEET- REPAIR PARTS & SUPPLIES	\$314.64
OWEN EQUIPMENT	123880	8/19/2026	FLTMAINT	INV/ SWEEPER & VACTOR REPAIR PARTS	\$1,867.27
			FLTMAINT	BPO- FLEET- REPAIR PARTS	\$79.81
OXARC	123881	8/19/2026	PARKSFAC	POOLS - OXARC - BPO FOR CHEMICALS FOR BERT LIPPS	\$1,315.87
			TRNSPN	BPO - ST/TR - PERSONAL PROTECTIVE EQUIPMENT	\$224.20
			WATER	BPO-PW-WD- FABRICATION AND WELDING TOOLS	\$29.72
PAMELA A FURCHTENICHT	123848	8/19/2026	RECREATION	BPO -SNR NUTR - FURCHTENICHT, PAM - REIMBURSEMENT	\$161.12
PERSI	4831	8/19/2026	ADMSVC	Payroll Run 1 - Warrant 082026	\$194,644.93
PRECISION SIGNS	401633	8/19/2026	FLTMAINT	FLEET - GRAPHICS & INSTALL ON #632 AMB	\$1,850.00
				FLEET - PATROL SUV DECALS	\$1,270.00
PRINTCRAFT PRINTING	401634	8/19/2026	POLICE	BPO PD BUSINESS CARDS	\$45.00
				PD-YELLOW 4 X 6 POST CARDS FOR RECORDS VALIDATIONS	\$155.00
			RECREATION	REC - PRINTCRAFT - HEATFEST LARGE CHECK	\$65.00
PSYCHOLOGICAL DIMENSIONS LLC DBA STONE, MCELROY & ASSOCIATES	401635	8/19/2026	POLICE	PD-PRE EMPLOYMENT PSYCHOLOGICAL EVAL FOR S. LAMB	\$450.00
PUMPTech	123882	8/19/2026	WSTWTR	WW051 SLA CONTROL2 HEAT EXCHANGE; QUOTE ATTACHED	\$14,884.60
RDK CORPORATION DBA SHADOW TRACKERS	401636	8/19/2026	HR	BPO - BACKGROUND CHECK SERVICES FOR NEW EMPLOYEES	\$398.00
RELIANCE STANDARD LIFE INSURANCE COMPANY	123824	8/19/2026	ADMSVC	Payroll Run 1 - Warrant 082026	\$8,856.59
RICOH USA INC	123884	8/19/2026	LIBRARY	BPO - LIB - LEASE FEES	\$181.20
			WATER	BPO-PW-WTP- RICOH IM C4500 LEASE PAYMENT	\$161.95
			WSTWTR	BPO-PW-WWCOLL-RICOH IM C4500 LEASE PAYMENT	\$158.18



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RJ CHANDLER	123807	8/13/2026	WSTWTR	MEALS RJ CHANDLER TRANSPORT WWTP LAB SAMPLES FIFE	\$50.00
ROSAUERS	123885	8/19/2026	FIRE	FIRE - ROSAUERS - ICE	\$13.93
RUSH TRUCK CENTERS OF IDAHO	123810	8/13/2026	FIRE	FIRE - RUSH TRUCKS - HAZMAT TRUCK	\$324,000.00
SANITARY DISPOSAL INC DBA SUNSHINE DISPOSAL & RECYCLING	401638	8/19/2026	SANITATION	BPO - SAN - FY26 ANNUAL CURBSIDE COLLECTION	\$23,735.66
				BPO - SAN - FY26 CARDBOARD AT CITY FACILITIES	\$105.00
				BPO - SAN - FY26 PROCESSING SINGLE STREAM RECY	\$6,528.50
				BPO - SAN - FY26 TONNAGE HAUL	\$33,223.07
SCADACORE INC	123886	8/19/2026	WATER	BPO-PW-WTP-SCADACORE MONTHLY SUBSCRIPTION	\$490.00
			WSTWTR	BPO-PW-WWA-SCADACORE MONTHLY SUBSCRIPTION	\$860.00
SCHUMANN ENTERPRISES INC DBA EMPIRE PRESSURE WASH	401618	8/19/2026	TRANSITOP	BPO- TRANSIT BUS WASHING	\$290.00
SITEONE LANDSCAPE SUPPLY LLC	401637	8/19/2026	PARKSFAC	BPO - PKS - SITEONE - IRRIGATION SUPPLIES	\$78.17
				PKS - SITEONE - WIRE NUTS FOR ALL PARKS	\$556.20
SPLASH CARWASH & DETAILING	123889	8/19/2026	FLTMAINT	BPO- FLEET- CAR WASHES	\$222.00
STERLING BATTERY COMPANY	123890	8/19/2026	FLTMAINT	BPO- FLEET- VEHICLE BATTERIES	\$1,670.74
STRIPECO LLC	123891	8/19/2026	TRNSPN	PW - TR - PSA FOR STRIPING SERVICES	\$40,558.60
TAMMI L SMITH DBA THE COUNTRY STITCH	123839	8/19/2026	POLICE	BPO PD UNIFORM ALTERATIONS FOR PATROL	\$163.00
THATCHER COMPANY INC	123892	8/19/2026	WATER	BPO-PW-WTP-CITRIC ACID FOR WATER TREATMENT	\$18,917.76
TITAN TECHNOLOGIES INC	123893	8/19/2026	WSTWTR	IFB-24-001 WW060 2023 WW IMPROVEMENT PROJECT	\$390,984.60
TK ELEVATOR CORPORATION	123894	8/19/2026	PARKSFAC	FAC - TK ELEVATOR - FULL MAIN, CH, PD, BB,LIB	\$2,603.64
T-MOBILE	4792	8/13/2026	HR	BPO - CELL PHONE & DATA SERVICES	\$17.10
	4793	8/13/2026	TRNSPN	BPO - ENG - MOBILE/TABLET MONTHLY CHARGES	\$97.61
	4794	8/13/2026	TRNSPN	BPO - ENG - MOBILE/TABLET MONTHLY CHARGES	\$51.30
	4795	8/13/2026	TRNSPN	BPO - ST - MOBILE MONTHLY BILL: J MILLER	\$52.74
	4796	8/13/2026	STMWTR	BPO - STMW - MOBILE/TABLET MONTHLY CHARGES	\$159.56
	4797	8/13/2026	WSTWTR	BPO-PW-WW MOBILE/TABLET MONTHLY CHARGES	\$174.65
	4798	8/13/2026	SANITATION	BPO - TS - MOBILE MONTHLY BILL: R BROWN	\$35.64
	4799	8/13/2026	INFOSYSTMS	BPO - ISS - T-MOBILE LINES MONTHLY BILL	\$558.68
	4800	8/13/2026	COMDEV	BPO-CD-PHONE SERVICE FOR CELL PHONES & TABLETS-IN	\$222.03
	4801	8/13/2026	LIBRARY	BPO - LIB - MONTHLY CELLULAR CHARGES FOR LIBRARY	\$223.79
	4802	8/13/2026	LEGAL	T-MOBILE FOR OFFICE CELL PHONE; JT; FY26	\$45.03



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	4803	8/13/2026	EXECUTIVE	BPO: TMOBILE CHARGES FOR PUBLIC OUTREACH COORD	\$45.03
	4804	8/13/2026	LEGISLATIV	BPO: TMOBILE CHARGES FOR COUNCILORS	\$127.61
	4805	8/13/2026	EXECUTIVE	BPO: TMOBILE CHARGES FOR CITY CLERK	\$35.64
	4806	8/13/2026	TRNSPN	BPO - ENG - MOBILE/TABLET MONTHLY CHARGES	\$99.93
	4807	8/13/2026	WATER	BPO-PW-WTR MOBILE/TABLET MONTHLY CHARGES	\$717.16
	4808	8/13/2026	POLICE	BPO PD DEPARTMENT CELL PHONE CHARGES	\$358.58
	4809	8/13/2026	PARKSFAC	BPO - REC - T-MOBILE - CELL PHONE CHARGES	\$154.53
	4810	8/13/2026	PARKSFAC	BPO - FAC - T-MOBILE - PHONE CHARGES	\$106.92
	4811	8/13/2026	PARKSFAC	BPO - PKS - T-MOBILE - PHONE CHARGES	\$222.45
	4812	8/13/2026	FIRE	BPO FIRE - T-MOBILE - CELL CHARGES	\$329.42
	4813	8/13/2026	POLICE	BPO PD DEPARTMENT CELL PHONE CHARGES	\$10.00
	4814	8/13/2026	FLTMAINT	BPO- FLEET- MONTHLY BILL FOR ONE PHONE	\$30.51
TRIBUNE PUBLISHING CO	401639	8/19/2026	EXECUTIVE	EXEC BPO: PUBLICATIONS AND ORDINANCE SUMMARIES	\$92.68
			TRNSPN	TR078 TRANSPORTATION PLAN UPDATE AD; RFQ-26-015	\$101.20
TROUT & JONES PLLC	401640	8/19/2026	WATER	WR050 RAW INTAKE SITE C INTAKE - OUTSIDE COUNCIL	\$15,806.83
UNIFORMS2GEAR INC	401641	8/19/2026	POLICE	BPO PD UNIFORMS/NEW HIRE	\$797.38
				PD-NEW UNIFORM SHIRTS TO KEEP ON HAND FOR SIZING O	\$560.48
UP THE CREEK HEATING & AIR LLC	123895	8/19/2026	PARKSFAC	FAC - UP THE CREEK HEATING - BPO HEAT/CL EMER SVR	\$120.00
URM STORES INC	401642	8/19/2026	FLTMAINT	BPO- SRV CTR- BREAK ROOM SUPPLIES	\$38.54
			PARKSFAC	BPO- SRV CTR- BREAK ROOM SUPPLIES	\$38.66
			RECREATION	PKS - URM - ICE CREAM CONCESSION - ORCHARDS POOL	\$368.65
				BPO SNR NUTR - URM - DAILY FOOD RUNS	\$1,640.87
			TRNSPN	REC - URM - P1FCU FIELD	\$52.58
				BPO- SRV CTR- BREAK ROOM SUPPLIES	\$38.54
			WSTWTR	BPO-PW-WWTP OPERATING/BREAKROOM/CLEANING SUPPLIES	\$39.95
US FOODS - SPOKANE	123896	8/19/2026	RECREATION	BPO - REC - SNR NUTR - FOOD SUPPLY FOR MEAL PROGR	\$2,026.44
US POSTAL SERVICE	123898	8/19/2026	UNDEFINED	PUR-REPLENISH POSTAGE ACCOUNT/PRE-PAY POSTAGE	\$10,000.00
USABBLUEBOOK	123897	8/19/2026	WATER	WR079 SRV LINE REPLACEMENT - KERF CUTTER	\$593.95
VALLEY WASTE DISPOSAL LLC	123899	8/19/2026	SANITATION	BPO - SAN - FY26 NON-MUNICIPAL SW DISPOSAL	\$5,018.22
			WSTWTR	PW-WWC-WASTE DISPOSAL	\$60.48
W.M. SMITH & ASSOCIATES INC	123900	8/19/2026	PARKSFAC	PKS - WMS AQUATICS - CHEMICAL FEEDER - FOU/SPL PP	\$6,546.50



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WASHINGTON STATE SUPPORT REGISTRY	123825	8/19/2026	ADMSVC	Payroll Run 1 - Warrant 082026	\$841.44
WELLS FARGO & COMPANY	4719	8/13/2026	FIRE	BPO FIRE - COSTCO - STATION SUPPLIES	\$207.80
	4720	8/13/2026	FIRE	FIRE - COSTCO - COOLERS	\$108.48
	4721	8/13/2026	TRANSITOP	BPO- TRANSIT OFFICE AND CLEANING SUPPLIES	\$344.38
	4722	8/13/2026	FIRE	BPO FIRE - COSTCO - STATION SUPPLIES	\$796.26
	4723	8/13/2026	POLICE	PD-TV AND WALL MOUNT FOR DISPATCH	\$412.28
	4724	8/13/2026	INFOSYSTMS	TV MONITOR FOR SECURITY FEED - TRANSIT	\$379.74
	4725	8/13/2026	WATER	PW-WTP-REPLACEMENT TV; TRAINING ROOM	\$271.24
WELLS ONE-COMMUNITY DEVELOPMENT DEPT DBA WELLS FARGO BANK	4762	8/13/2026	ECONDEV	CD-CDBG HUD TRAINING FOR 24 CFR PART 58 & NWACDM	\$696.81
	4763	8/13/2026	ECONDEV	CD-CDBG HUD TRAINING FOR 24 CFR PART 58 & NWACDM	\$572.00
WELLS ONE-EXECUTIVE DEPT DBA WELLS FARGO BANK	4736	8/13/2026	LEGISLATIV	MISC FUEL VENDORS FOR 7/15 USACE TRAVEL	\$41.14
WELLS ONE-FINANCE DEPT DBA WELLS FARGO BANK	4726	8/13/2026	FINANCE	BPO-FIN-TREASURES TRUST INTUIT QUICKBOOKS	\$38.00
	4727	8/13/2026	FINANCE	FIN- FOXIT PDF SUBSCRIPTION	\$109.99
	4728	8/13/2026	FINANCE	BPO - FIN - URA INTUIT QUICKBOOKS SUBSCRIPTION	\$38.00
WELLS ONE-FIRE DEPT DBA WELLS FARGO BANK	4745	8/13/2026	FIRE	FIRE - ZORO - BINS	\$85.91
	4746	8/13/2026	FIRE	FIRE - CPS HR - CIVIL SERVICE TEST	\$1,064.00
	4747	8/13/2026	FIRE	BPO FIRE - QUICKBOOKS - BILLING	\$75.00
	4748	8/13/2026	FIRE	FIRE - AFAA - MEMBERSHIP DUES	\$25.00
	4749	8/13/2026	FIRE	FIRE - SAFETY TRAINING SYSTEMS - PROPANE KIT	\$8,000.00
	4750	8/13/2026	FIRE	FIRE - GEARBAGS.COM - GEAR BAGS	\$562.45
	4751	8/13/2026	FIRE	BPO FIRE - QUICKBOOKS - BILLING	\$11.86
	4752	8/13/2026	FIRE	BPO FIRE - QUICKBOOKS - BILLING	(\$11.86)
	4753	8/13/2026	FIRE	FIRE - AFAA - MEMBERSHIP DUES	\$25.00
WELLS ONE-HR/RISK DEPT DBA WELLS FARGO BANK	4817	8/13/2026	HR	PROVINCE ANNUAL PROFESSIONAL MEMBERSHIP FOR SHRM (	\$299.00
	4818	8/13/2026	HR	BPO - FACEBOOK AND SOCIAL MEDIA JOB ADVERTISEMENTS	\$421.30
WELLS ONE-INFO SYS/SEC DEPT DBA WELLS FARGO BANK	4764	8/13/2026	INFOSYSTMS	BPO - UNIFI IDENTITY LICENSES AND HOSTING	\$58.00
	4765	8/13/2026	INFOSYSTMS	BPO - UNIFI IDENTITY LICENSES AND HOSTING	\$29.00
	4766	8/13/2026	INFOSYSTMS	BPO - UNIFI IDENTITY LICENSES AND HOSTING	\$1,643.68
	4767	8/13/2026	INFOSYSTMS	STEEL BANDING AND BUCKLES	\$147.40
	4768	8/13/2026	INFOSYSTMS	BPO - NETWORK/SECURITY HARDWARE	\$2,363.02
	4769	8/13/2026	INFOSYSTMS	BPO - UNIFI IDENTITY LICENSES AND HOSTING	\$99.00
	4770	8/13/2026	INFOSYSTMS	BPO - NETWORK/SECURITY HARDWARE	\$749.90
	4771	8/13/2026	INFOSYSTMS	BPO - NETWORK/SECURITY HARDWARE	\$139.90
WELLS ONE-LEGAL DEPT DBA WELLS FARGO BANK	4717	8/13/2026	LEGAL	TRAVEL; TENGONO; BEST PRACT IN PUB SAFE DISC	\$401.80

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WELLS ONE-LIBRARY DEPT DBA WELLS FARGO BANK	4718	8/13/2026	LEGAL	TRAVEL; TENGONO; BEST PRACT IN PUB SAFE DISC	\$995.00
	4822	8/13/2026	LIBRARY	TRAVEL - JOHNSON AND SCHNEIDER ALA 2026	\$40.97
	4823	8/13/2026	LIBRARY	HOTEL TRAVEL - JOHNSON AND SCHNEIDER ALA 2026	\$0.04
	4824	8/13/2026	LIBRARY	LIBRARY JOURNAL - ONE YEAR RENEWAL	\$179.99
	4825	8/13/2026	LIBRARY	IDAHO STATESMAN SUBSCRIPTION	\$603.60
	4826	8/13/2026	LIBRARY	HOTEL FOR LIBRARY PROGRAM SPEAKER - ADLER	\$118.80
	4827	8/13/2026	LIBRARY	CAMPING KIT BROKEN PART REPLACEMENT	\$11.99
WELLS ONE-PARKS & REC DEPT DBA WELLS FARGO BANK	4774	8/13/2026	RECREATION	REC - WAL-MART - REC MONTH SUPPLIES	\$184.36
	4775	8/13/2026	RECREATION	REC - WELLS ONE - MULTI STORE - BERT LIPPS - DECO	\$16.96
	4776	8/13/2026	RECREATION	REC - WELLS ONE - MULTI STORE - BERT LIPPS - DECO	\$131.36
	4777	8/13/2026	RECREATION	REC - WELLS ONE/DOLLAR STORE - 4TH OF JULY LUNCH	\$29.15
	4778	8/13/2026	RECREATION	REC - WELLS ONE - NEIGHBORHOOD MKT, GAS FOR SR TR	\$20.88
	4779	8/13/2026	RECREATION	REC - WELLS ONE - PONDEROSA LUNCH FOR SR TRIP	\$85.00
	4781	8/13/2026	RECREATION	REC - WELLS ONE - MULTI STORE - BERT LIPPS - DECO	\$173.60
	4782	8/13/2026	RECREATION	REC - WELLS ONE - APPLE - BPO MUTS RENTALS	\$3.99
	4783	8/13/2026	RECREATION	REC - WELLS ONE - MULTI STORE - BERT LIPPS - DECO	\$119.98
	4784	8/13/2026	RECREATION	REC - WELLS ONE - MULTI STORE - BERT LIPPS - DECO	\$14.81
	4785	8/13/2026	RECREATION	REC - WELLS ONE - MULTI STORE - BERT LIPPS - DECO	\$75.73
	4786	8/13/2026	RECREATION	REC - WELLS ONE - MULTI STORE - BERT LIPPS - DECO	\$15.51
	4787	8/13/2026	RECREATION	REC - WELLS ONE - FACEBOOK/META - ADS FOR EVENTS	\$241.96
	4788	8/13/2026	RECREATION	REC - WELLS ONE - APPLE - BPO MUTS RENTALS	\$3.99
	4790	8/13/2026	PARKSFAC	PKS ADMIN - WELLS ONE - WAL-MART - SUPPLIES	\$106.40
	4791	8/13/2026	RECREATION	REC - WELLS ONE - NEIGHBORHOOD MARKET GAS FOR SRT	\$19.57
WELLS ONE-POLICE DEPT DBA WELLS FARGO BANK	4738	8/13/2026	POLICE	PD-HOTEL-SHOWERS/MCGLAUGHLIN- NENA CONFERENCE 2026-	\$618.32
	4739	8/13/2026	POLICE	PD-HOTEL-C.SMITH-NASRO CONFERENCE-RENO, NV- 6/28-7	\$744.50
	4740	8/13/2026	POLICE	BPO PD FOOD FOR K9 ZIVA AND K9 QUINCY;CHEWY.COM	\$94.93
	4741	8/13/2026	POLICE	PD-TWO SETS OF CLASS A UNIFORMS FOR THE TWO OFFICE	\$805.07
	4742	8/13/2026	POLICE	PD-24 1.5 QUART SHARPS CONTAINERS FOR THE PATROL U	\$189.25
	4743	8/13/2026	POLICE	PD-KYDEX HOLDERS FOR POLICE ITEMS FOR THE NEW VEST	\$590.87



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	4744	8/13/2026	POLICE	PD-REG-EYLAR/BLOOMSBURG-34TH ANNUAL INTERNATIONAL	\$1,190.00
	4772	8/13/2026	POLICE	PD-BAGGAGE-MCLAUGHLIN SHOWERS-NENA CONFERENCE-6/28	\$45.00
	4773	8/13/2026	POLICE	PD-BAGGAGE-MCLAUGHLIN SHOWERS-NENA CONFERENCE-6/28	\$25.94
WELLS ONE-PUBLIC INFO DEPT DBA WELLS FARGO BANK	4737	8/13/2026	EXECUTIVE	CONSTANT CONTACT SOFTWARE ANNUAL RENEWAL	\$1,456.90
WELLS ONE-PUBLIC WORKS DEPT DBA WELLS FARGO BANK	4754	8/13/2026	WSTWTR	PW-WWTP-OWP WWTP COURSES; VOL 2; E WILPONEN	\$253.00
	4755	8/13/2026	WATER	BPO-PW-W-WW-MONTHLY CHARGES; SIPTRUNK	\$53.37
			WSTWTR	BPO-PW-W-WW-MONTHLY CHARGES; SIPTRUNK	\$53.66
	4756	8/13/2026	WATER	PW-WD-DOPL RENEWALS; B GARZA	\$60.00
	4757	8/13/2026	WATER	PW-WTP-TEAMVIEWER ANNUAL SUBSCRIPTION	\$2,949.16
	4758	8/13/2026	TRNSPN	REG - ANTONICH - PUBLIC CUSTOMER SERVICE WEBINAR	\$25.00
	4759	8/13/2026	WATER	PW-WTP-WWTP-SCADA WIN-911 PRO SUBSCRIPTION	\$1,705.00
			WSTWTR	PW-WTP-WWTP-SCADA WIN-911 PRO SUBSCRIPTION	\$1,705.00
	4760	8/13/2026	WSTWTR	PW-WWIPT-PSI WWC2 RETEST; M SCHWARTZ; 7/28/26	\$108.00
WELLS ONE-SERVICE CENTER DEPT DBA WELLS FARGO BANK	4819	8/13/2026	FLTMAINT	BPO- FLEET- SHOP SUPPLIES FROM HARBOR FREIGHT	\$319.98
	4820	8/13/2026	FLTMAINT	BPO- FLEET- LICENSE & REGISTRATION RENEWALS	\$5.12
	4821	8/13/2026	FLTMAINT	REPL DEF HEADER FOR #713 BUS	\$1,338.52
WELLS ONE-TRANSIT DEPT DBA WELLS FARGO BANK	4761	8/13/2026	TRANSITOP	TRANSIT WARNING LAMPS FOR NEW BUSES 717-718	\$428.33
WESTERN RECYCLERS INC	401643	8/19/2026	LIBRARY	BPO - LIB - RECYCLING SERVICES	\$52.00
WEX BANK	123901	8/19/2026	POLICE	BPO PD FUEL FOR UNMARKED DEPARTMENT VEHICLES	\$277.83
WILBERT PRECAST INC	401644	8/19/2026	CEMETERY	CEM - WILBERT PRECAST - VAULT ORDER - FRANKLIN	\$388.00
WILLIE GRAHAM	123808	8/13/2026	WSTWTR	MEALS W GRAHAM TRANSPORT WWTP LAB SAMPLES FIFE	\$50.00
ZOLL MEDICAL CORPORATION GPO	123902	8/19/2026	FIRE	BPO FIRE - ZOLL MEDICAL - SUPPLIES	\$436.24
Total					\$3,297,879.35



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Vendor Name	Ck#	Ck Date	Department	Description	Total
ADAM COLKINS	123903	8/27/2026	RECREATION	A COLKINS UMPIRED 3 GAMES @ 32.50	\$97.50
ADVANCED CONTROL SYSTEMS, LLC	123948	9/3/2026	WATER	BPO-PW-WTP SCADA TROUBLESHOOTING/REPAIRS	\$4,783.50
			WSTWTR	BPO-PW-WWA-SCADA TROUBLESHOOTING	\$1,088.58
				WW034BPO- LOSD LIFT STATIONS- SCADA TROUBLESHOOTIN	\$1,564.38
AIRBRIDGE BROADBAND LLC	123950	9/3/2026	INFOSYSTMS	BPO - ISS - INTERNET SERVICE	\$285.00
			WATER	AIRBRIDGE WIRELESS INTERNET - PW	\$80.00
			WSTWTR	AIRBRIDGE WIRELESS INTERNET - PW	\$160.00
ALERT ALL CORPORATION	401646	9/3/2026	FIRE	FIRE - ALERTALL - PUB ED MATERIALS	\$4,147.00
AMAZON CAPITAL SERVICES	123951	9/3/2026	EXECUTIVE	AIPAPER CARTA 1300 AI E INK TABLET NOTEBOOK	\$499.99
			FIRE	FIRE - AMAZON - PELICAN CASE	\$194.95
				FIRE - AMAZON - SHARPS	\$70.69
				FIRE - AMAZON - STATION SUPPLIES	\$373.70
				FIRE - AMAZON - SUPPLIES	\$591.94
			FLTMaint	BPO- FLEET- REPAIR PARTS & OFFICE SUPPLIES	\$142.62
			FLTMaint	BPO- FLEET- REPAIR PARTS & OFFICE SUPPLIES	\$58.47
			INFOSYSTMS	DESK PHONES	\$3,115.00
				MONITORS AND MONITOR ARM - P&R	\$298.30
				OUTDOOR ETHERNET CABLE AND CONNECTORS	\$48.94
			PARKSFAC	MONITORS AND MONITOR ARM - P&R	\$599.98
			POLICE	PD-8 FENIX PD35 V3.0 TACTICAL FLASHLIGHT, 17,000 L	\$640.19
				PD-DIVIDER TAGS FOR THE CLOTHING RACKS FOR THE UNI	\$16.88
				PD-ROCOTACTICAL 2.25" TRI-RELEASE BUCKLE SET, REPL	\$15.89
				PD-SHARPIE PENS BLUE AND BLACK INK FOR C. BLOOMSBU	\$35.97
				REC - AMAZON - PERGOLA SHADE FOR BERT LIPPS POOL	\$96.98
			STMWTR	PW - STMW - BOOKSHELF: J WIEMER	\$139.00
			TRNSPN	PW - ENG - MARKING PAINT WAND	\$37.19
				PW - GIS - KEYBOARDS (2), MICE (2), INK REFILLS	\$69.99
				PW - GIS - SHELVES, DESKS, CABINET, ETHERNET	\$2,737.19
				PW-ENG-FLOOR MATS #229	\$89.99
			WATER	PW-WTP-WHITEBOARD AND CONDUIT BOXES (2)	\$142.27
ANATEK LABS INC	401647	9/3/2026	WATER	PW-WTP-BPO SAMPLING ANALYSIS FOR COMPLIANCE	\$1,647.00
ANTHONY H SEUBERT	124033	9/3/2026	RECREATION	BPO -SNR NUTR - SEUBERT, TONY - REIMBURSEMENT	\$164.16



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ARSENAL CHIROPRACTIC INC DBA FIREHOUSEBEDS.COM	123974	9/3/2026	FIRE	FIRE - FIREHOUSE BEDS - MATTRESSES	\$888.00
ASSOCIATION OF IDAHO CITIES	123949	9/3/2026	EXECUTIVE	TRAVEL: BROCKE - 2026 ICCTFOA REGISTRATION	\$360.00
ATLAS SAND & ROCK	123952	9/3/2026	WATER	WR520 12TH AVE - BACKFILL	\$4,483.02
AVISTA	123904	8/27/2026	CEMETERY	08/10/26 BILL DATE UTILITY CHARGES	\$1,985.28
			COMDEV	08/10/26 BILL DATE UTILITY CHARGES	\$1,204.82
			LIBRARY	08/10/26 BILL DATE UTILITY CHARGES	\$3,147.50
			PARKSFAC	08/10/26 BILL DATE UTILITY CHARGES	\$17,649.63
			POLICE	08/10/26 BILL DATE UTILITY CHARGES	\$20.73
			RECREATION	08/10/26 BILL DATE UTILITY CHARGES	\$1,296.94
			SANITATION	08/10/26 BILL DATE UTILITY CHARGES	\$412.47
			TRANSITOP	08/10/26 BILL DATE UTILITY CHARGES	\$42.53
			TRNSPN	08/10/26 BILL DATE UTILITY CHARGES	\$46,573.18
			WATER	08/10/26 BILL DATE UTILITY CHARGES	\$93,668.00
			WSTWTR	08/10/26 BILL DATE UTILITY CHARGES	\$27,525.46
BALL & BALL LLC DBA ROTO ROOTER	124030	9/3/2026	PARKSFAC	FAC - BALL & BALL - ROTO-ROOTER - SEPTIC LC VAL	\$425.00
BINGMAN ENTERPRISES INC DBA KNB FIRE	123996	9/3/2026	FLTMANT	OSL/ CHECK VALVE REPL ON #008 ENGINE	\$1,576.02
BLUE RIBBON LINEN SUPPLY INC	123953	9/3/2026	FIRE	BPO FIRE - BLUE RIBBON - LAUNDRY SERVICE	\$1,088.35
			PARKSFAC	PKS - BLUE RIBBON - RAGS AND HAND SOAP - ALL PKS	\$987.18
			POLICE	BPO PD RUG CLEANING FEES FOR FRONT LOBBY	\$25.38
BLUE TO GOLD LLC	123954	9/3/2026	POLICE	PD-BLUE TO GOLD TRAINING COURSE FOR THE PD	\$17,000.00
BMO BANK NA	124009	9/3/2026	POLICE	PD-INTERNAL INTERVIEWS WITH SGT. WARD, MOORE.	\$157.21
BRIAN E WARD DBA GUMBY ENTERPRISES INC	124037	9/3/2026	FLTMANT	BPO- FLEET- TOOLS & SUPPLIES	\$140.00
BROEMELING STEEL & MACHINE	123955	9/3/2026	WSTWTR	PW-WWTP-NEW DUMP TRUCK BED BUILD	\$13,344.90
BRYON DENNY DBA HELL'S CANYON UPFITTING AND SALES	401657	9/3/2026	FIRE	FIRE - HELLS CANYON UPFITTING - MDC MOUNT	\$482.11
CAROL MAUER	123910	8/27/2026	EXECUTIVE	MEALS C MAUER 3CMA DENVER	\$221.00
CDW GOVERNMENT LLC	123956	9/3/2026	INFOSYSTMS	PAPERCUT HIVE PRINTING	\$4,580.00
CED - CONSOLIDATED ELECTRICAL DISTRIBUTORS	401648	9/3/2026	WATER	PW-WTP-BPO ELEC ITEMS, LIGHT FIXTURES/BULBS/TOOLS	\$42.43
CENTRAL ORCHARDS SEWER DISTRICT	123964	9/3/2026	PARKSFAC	AUGUST 2026 UTILITY CHARGES	\$174.18
CENTURYLINK	123957	9/3/2026	INFOSYSTMS	796664417 BILL DATE 08/16/26	\$44.70
CES	401649	9/3/2026	WATER	PW-WTP-BPO PLC REPAIR PARTS	\$70.00



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				PW-WTP-WWTP SCADA ROCKWELL ASSETCENTRE SUB	\$5,573.75
			WSTWTR	PW-WTP-WWTP SCADA ROCKWELL ASSETCENTRE SUB	\$5,573.75
CINTAS CORPORATION #606	123959	9/3/2026	FLTMAINT	BPO- FLEET- UNIFORM RENT & LAUNDRY	\$64.06
CITY OF LEWISTON EMPLOYEE BENEFIT- CAFETERIA PLAN	123916	9/3/2026	ADMSVC	Payroll Run 1 - Warrant 090326	\$9,121.79
CIVICPLUS LLC	401650	9/3/2026	EXECUTIVE	WEBSITE CHATBOT	\$3,668.18
			INFOSYSTMS	WEBSITE CHATBOT	\$2,386.61
CLEARWATER CLEANING SERVICES CORP	401651	9/3/2026	PARKSFAC	BPO-FAC - CLEARWATER CLEANING SERVICE	\$4,245.00
CLEARWATER HYDRAULICS LLC	401652	9/3/2026	FLTMAINT	BPO- FLEET- REPAIR PARTS & OSL	\$93.38
COBRA SOLUTIONS INC	123960	9/3/2026	HR	ANNUAL FEE FOR COBRA ADMINISTRATION SOFTWARE	\$395.00
COEUR D'ALENE TRACTOR CO	123946	9/3/2026	FLTMAINT	BPO- FLEET- REPAIR PARTS	\$63.86
COLEMAN OIL COMPANY LLC DBA COLEMAN OIL COMPANY	123961	9/3/2026	CEMETERY	CP-0438232 083026 BILL DATE	\$179.39
			COMDEV	CP-0438232 083026 BILL DATE	\$129.85
				CP-0441229 083126 BILL DATE	\$151.16
			FIRE	CP-0438232 083026 BILL DATE	\$1,830.42
				CP-0441229 083126 BILL DATE	\$520.09
			FLTMAINT	BPO- FLEET- LUBE PRODUCTS & CAR WASHES	\$160.16
			FLTMAINT	CP-0438232 083026 BILL DATE	\$132.91
			INFOSYSTMS	CP-0441229 083126 BILL DATE	\$97.38
			LEGISLATIV	CP-0438232 083026 BILL DATE	\$48.42
			PARKSFAC	CP-0438232 083026 BILL DATE	\$1,242.11
				CP-0441229 083126 BILL DATE	\$99.18
			POLICE	CP-0438232 083026 BILL DATE	\$2,351.27
				CP-0441229 083126 BILL DATE	\$267.63
			SANITATION	BPO - SAN - FY26 FUEL FOR SDI HAUL	\$2,603.57
				BPO - TS - FUEL	\$489.03
			STMWTR	CP-0441229 083126 BILL DATE	\$185.83
			TRANSITOP	CP-0438232 083026 BILL DATE	\$2,422.63
				CP-0441229 083126 BILL DATE	\$425.32
			TRNSPN	CP-0438232 083026 BILL DATE	\$1,895.21
				CP-0441229 083126 BILL DATE	\$222.10
			WATER	CP-0438232 083026 BILL DATE	\$513.81
				CP-0441229 083126 BILL DATE	\$325.59
				PW-WTP-BPO GENERATOR FUEL	\$851.45
			WSTWTR	CP-0438232 083026 BILL DATE	\$806.36
				CP-0441229 083126 BILL DATE	\$110.51
COLLIER ELECTRIC LLC	123962	9/3/2026	PARKSFAC	FAC - COLLIER ELECTRIC - POOL PUMP MOTOR ORCH POO	\$9,048.20
			WATER	WR043 SLA WELL 6 REPAIR	\$10,152.53
			WSTWTR	WW034 LOSD LIFT STATION - POWER BLOCK REPLACEMENT	\$5,001.38
COMMERCIAL TIRE INC	401654	9/3/2026	FLTMAINT	FLEET INV/ POLICE TIRES	\$2,118.72
			FLTMAINT	OSL/ REPL 6 TIRES ON #714 BUS	\$630.00
CWT LLC	401655	9/3/2026	STMWTR	REG - LANTZ - IDAHO CONSTRUCTION STMW INSP. CERT	\$400.00



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DALE WHEATON	123965	9/3/2026	RECREATION	BPO -SNR NUTR - WHEATON, DALE - REIMBURSEMENT	\$110.20
DARREN TRAINOR	123913	8/27/2026	RECREATION	D TRAINOR UMPIRED 3 @ 32.50	\$97.50
DAWN ORTIZ	123934	9/3/2026	ECONDEV	D ORTIZ HUD 24 CFR PART 58 TRAINING & NWACDM CONFE	\$236.00
DELL MARKETING LP	123966	9/3/2026	INFOSYSTMS	DELL LAPTOP DOCKS	\$924.95
			WATER	WR099 WW099 REPLACEMENT - DELL SLIM & DELL MICRO	\$2,149.65
			WSTWTR	WR099 WW099 REPLACEMENT - DELL SLIM & DELL MICRO	\$2,149.66
DRUG TESTING ANALYTICS LLC DBA MINERT & ASSOCIATES	401663	9/3/2026	HR	BPO - DRUG TESTING SERVICES FOR NEW HIRES AND RAND	\$121.00
DUPREE BUILDING SPECIALTIES	123905	8/27/2026	LIBRARY	LIB - LIBRARY COMPUTER LAB PARTITION PROJECT	\$76,250.00
DYLAN MADER	123908	8/27/2026	RECREATION	D MADER UMPIRED 3 GAMES @ 32.50	\$97.50
	123923	9/3/2026	RECREATION	D MADER UMPIRED 12 GAMES @ 32.50	\$390.00
EFTPS	4837	9/3/2026	ADMSVC	Payroll Run 9 - Warrant 0903M	\$15.40
	4842	9/3/2026	ADMSVC	Payroll Run 1 - Warrant 090326	\$186,671.77
EMERALD SERVICES INC	123967	9/3/2026	FLTMAINT	BPO- FLEET- ANTIFREEZE/ OIL DISPOSAL	\$931.15
EMPOWER TRUST COMPANY LLC	4844	9/3/2026	ADMSVC	Payroll Run 1 - Warrant 090326	\$41,078.76
EMSCONNECT LLC	123968	9/3/2026	FIRE	BPO FIRE - EMS CONNECT - ANNUAL RENEWAL	\$429.00
ERB'S ACE HARDWARE LLC	123969	9/3/2026	FIRE	BPO FIRE - ERB HARDWARE - SUPPLIES	\$58.97
			TRNSPN	BPO - ST/TR - OPERATING SUPPLIES	\$8.59
			WATER	BPO-PW-WD OPERATING SUPPLIES: TOOLS & HARDWARE	\$16.97
				BPO-PW-WTP OPERATING SUPPLIES: TOOLS & HARDWARE	\$96.91
			WSTWTR	BPO-PW-WWTP OPERATING AND CLEANING SUPPLIES	\$122.39
FARONICS TECHNOLOGIES USA INC	123970	9/3/2026	LIBRARY	LIB - DEEP FREEZE RENEWAL	\$2,250.00
FASTENAL COMPANY	123971	9/3/2026	PARKSFAC	BPO - PKS - FASTENAL - VENDING SUPPLIES @ SS	\$129.45
FEDEX	123972	9/3/2026	FIRE	BPO FIRE - FEDEX - SHIPPING	\$20.35
			WSTWTR	PW-WWCOLL-BPO SHIPPING CHARGES	\$62.76
FERGUSON ENTERPRISES #3011	123973	9/3/2026	WSTWTR	PW-WWCOLL- BPO MISC SUPPLIES; SUCH AS GASKETS A	\$249.14
				WW068 SOUTH SHORE IMPROVEMENTS-PIPING	\$3,487.55
FIANDER & ASSOCIATES LLC DBA COLUMBIA FITNESS	401653	9/3/2026	FIRE	FIRE - COLUMBIA FITNESS - MAINTENANCE	\$675.00
FOP LEWIS CLARK LODGE #10	123917	9/3/2026	ADMSVC	Payroll Run 1 - Warrant 090326	\$1,929.96
FOUR SEASONS LAWN CARE	123975	9/3/2026	POLICE	BPO PD-PEST CONTROL FOR PD, TRAINING CENTER	\$192.00
FREEDOM FIRE LLC	123976	9/3/2026	PARKSFAC	FAC - FREEDOM FIRE - EXT MAINT SVR - FIRE STATION	\$1,186.00
GALLS PARENT HOLDINGS LLC DBA GALLS LLC	123978	9/3/2026	POLICE	PD-OC HOLDERS AND FLASHLIGHT HOLDERS FOR PFAU AND	\$271.62
				PD-ONE MAG POUCH FOR SGT. ROBERTS	\$54.54



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				PD-TWO NEW BELTS FOR C. MORRIS AND A. PFAU.	\$87.26
GATEWAY MATERIALS	123979	9/3/2026	FLTMAINT	BPO- FLEET- REPAIR PARTS & SUPPLIES	\$39.80
			FLTMAINT	BPO- FLEET- REPAIR PARTS & SUPPLIES	\$50.40
GEORGE WILLIAM REED	124025	9/3/2026	RECREATION	BPO -SNR NUTR - REED, GEORGE - REIMBURSEMENT	\$197.60
GEVEKO MARKINGS INC.	123980	9/3/2026	TRNSPN	PW - TR - VARIOUS TRAFFIC STENCILS	\$8,015.07
GREAT WEST ENGINEERING INC	123981	9/3/2026	SANITATION	TS002 FLOOR DESIGN; TASK ORDER 2026-1	\$1,950.50
GUARDIAN PLUMBING, HEATING & A/C INC	123982	9/3/2026	WATER	PW-WTP-WELLHOUSE AC NOT WORKING; NP GRADE	\$120.00
H & H BUSINESS SYSTEMS	123983	9/3/2026	COMDEV	BPO-CD-COPIER MAINTENANCE COLOR AND B&W FOR IMAGE	\$191.09
			FIRE	BPO FIRE - H&H - COPIER CONTRACT	\$126.18
			LEGAL	BPO-LEGAL-H & H MONTHLY COPY FEES; FY26	\$14.41
			POLICE	BPO PD -ADMIN COPY INVOICES	\$112.42
HAHN RENTAL CENTER	123984	9/3/2026	FLTMAINT	REPL FUEL VALVE FOR WHACKER	\$82.30
			RECREATION	REC - HAHN - PORTABLE RESTROOM - MOVIE UNDER STAR	\$160.00
				REC - HAHN RENTAL - PORTA POTTIES FOR HEATFEST	\$370.00
			WSTWTR	PW-WWCOLL-BPO RENTAL TOOLS	\$11.50
HAHN SUPPLY	123985	9/3/2026	PARKSFAC	PKS - HAHN - PRESSURE REDUCER FOR PIONEER FOUNT	\$272.44
			WSTWTR	PW-WWCOLL-BPO OPERATING AND PLUMBING SUPPLIES	\$34.77
HCAA LLC	401656	9/3/2026	RECREATION	REC - HCAA - SHIRTS FOR HEATFEST	\$2,578.00
HENRY SCHEIN	123986	9/3/2026	FIRE	BPO FIRE - HENRY SCHEIN - EMS SUPPLIES	\$1,250.07
HERCO INC DBA HERCO ASPHALT & PAVING	123987	9/3/2026	TRNSPN	BPO - ST - HOT MIX ASPHALT	\$3,077.84
HOME DEPOT CREDIT SERVICES	123988	9/3/2026	FIRE	FIRE - HOME DEPOT - ST. 2 MATERIALS	\$26.89
			INFOSYSTMS	BPO - ISS - TOOLS AND SUPPLIES HOME DEPOT	\$86.97
			PARKSFAC	BPO - FAC - HOME DEPOT - MAINTENANCE SUPPLIES	\$33.32
				FAC - HOME DEPOT - CC COUNTER AND RELATED MATERIA	\$161.56
				PKS - HOME DEPOT - PARTS FOR BENCH ON LEVY	\$64.51
			TRANSITOP	BPO- TRANSIT TOOLS/HARDWARE, CLEANING SUPPLIES	\$19.96
			TRNSPN	PW-ENG-TOOLBOX FOR #229	\$925.00
			WSTWTR	BPO-PW-WWCOLL- SUPPLIES, POWER AND HAND TOOLS	\$68.34
				PW-WWTP-BPO SUPPLIES, POWER AND HAND TOOLS	\$9.97
I A F F - LOCAL #1773	123918	9/3/2026	ADMSVC	Payroll Run 1 - Warrant 090326	\$3,564.75
IDAHO CHILD SUPPORT RECEIPTING	123920	9/3/2026	ADMSVC	Payroll Run 1 - Warrant 090326	\$265.38
IDAHO DEPT OF ENVIRONMENTAL QUALITY	124039	9/3/2026	WATER	PW DRINKING WATER SYSTEM - QUARTERLY FEES	\$4,472.25



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IDAHO EMPLOYMENT LAWYERS	123990	9/3/2026	LEGAL	OUTSIDE LEGAL COUNSEL; FMLA ISSUE	\$260.00
IDAHO STATE TAX COMMISSION	4839	9/3/2026	ADMSVC	Payroll Run 1 - Warrant 090326	\$31,247.00
	123921	9/3/2026	ADMSVC	Payroll Run 1 - Warrant 090326	\$715.95
INGRAM LIBRARY SERVICES	401658	9/3/2026	LIBRARY	BPO - LIB - SECOND FLOOR ADULT NONFICTION	\$175.84
				BPO - LIB - ADULT BOOKMOBILE BOOK ORDERS	\$227.50
				BPO - LIB - ADULT FICTION	\$861.39
				BPO - LIB - FIRST FLOOR ADULT NONFICTION	\$89.99
				BPO - LIB - JUVENILE BOOKMOBILE BOOK ORDERS	\$69.59
				BPO - LIB - JUVENILE FICTION	\$347.98
				BPO - LIB - JUVENILE NON FICTION ORDERS	\$11.05
				BPO - LIB - LARGE PRINT BOOK ORDERS	\$61.98
				BPO - LIB - TEEN FICTION	\$212.98
INTERMOUNTAIN CLAIMS INC	401659	9/3/2026	INSTRUST	JULY INTERMOUNTAIN WC INVOICE	\$3,560.00
				JUNE INTERMOUNTAIN WC INVOICE	\$1,904.00
JEFF WIEMER	123935	9/3/2026	STMWTR	J WIEMER PNCWA 2026 CONFERENCE SPOKANE	\$161.00
JOAN AGEЕ	123992	9/3/2026	RECREATION	REC - SR NUTR - BPO - JOAN AGEЕ - MILEAGE REIMBUR	\$23.56
JOE HALL FORD	123993	9/3/2026	FLTMAINT	2026 FORD RANGER 4X4 CREW CAB	\$34,143.00
	401660	9/3/2026	INSTRUST	REPAIRS TO #712 BUS	\$4,719.83
			TRANSITOP	REPAIRS TO #712 BUS	\$2,479.94
JOE KAUFMAN	123936	9/3/2026	STMWTR	J KAUFMAN PNCWA 2026 CONFERENCE SPOKANE	\$320.60
JOHNNIE RAYMOND	123911	8/27/2026	POLICE	MEALS J RAYMOND REIMB FOR GAS FRM TRAVEL	\$60.14
JOHN'S SAW SERVICE	401661	9/3/2026	PARKSFAC	PKS - JOHNS SAW - EQUIPMENT FOR MICAH BROWN	\$727.94
			TRNSPN	BPO - ST/TR - OPERATING SUPPLIES	\$24.99
JON ADAMS	123947	9/3/2026	RECREATION	SNR NUTR - ADAMS, JOHN - DRIVING REIMBURSEMENT	\$200.64
JOSEPH HANDLEY	123937	9/3/2026	FIRE	J HADLEY REIMBMNT FOR PRINTING EMT CLASS MATERIALS	\$113.69
J-U-B ENGINEERS	401662	9/3/2026	STMWTR	SM017 TO 2026-3-PW-SW 14TH ST/BENGAL FIELD	\$3,699.20
				SM018 14TH ST C/POWERS AVE MITIGATION DESIGN	\$8,441.70
			WATER	WR071 RESERVOIRS EVALS & RECOATS; OWNERS AGEN	\$9,857.45
				WR085 WATER SYSTEMS FACILITY PLAN	\$19,519.20
KALAHALE MURRELL	123938	9/3/2026	RECREATION	K MURRELL UMPIRED 3 GAMES @ 35	\$105.00
KAREN SELDON	124032	9/3/2026	RECREATION	BPO -SNR NUTR - SELDON, KAREN - REIMBURSEMENT	\$197.60
KATHERINE LOUISE CONE	123963	9/3/2026	RECREATION	BPO -SNR NUTR - CONE, KATHY - REIMBURSEMENT	\$21.28
KENWORTH SALES COMPANY	123994	9/3/2026	FLTMAINT	BPO- FLEET- REPAIR PARTS & OSL	\$61.56
KITTELSON & ASSOCIATES INC	123995	9/3/2026	CAPITAL PROJECTS	TR073 EAST LEWISTON NETWORK ANALYSIS; PSA	\$1,111.42
KYLE & CAMAS ZIPSE	123906	8/27/2026	WATER	UB 0404009032 1522 13TH	\$131.36



Voucher's Payable

L N CURTIS & SONS	123997	9/3/2026	FIRE	FIRE - LN CURTIS - SCBA	\$2,530.38
				FIRE - LN CURTIS - TURNOUT REPAIRS	\$854.89
LATAH SANITATION INC	123991	9/3/2026	FIRE	FIRE - LATAH SANITATION - ST.2 LANDSCAPING	\$72.90
			SANITATION	BPO - SAN - FY26 MONTHLY YW COMPOSTING SRVCS	\$30,759.52
LES SCHWAB TIRE CENTER	123999	9/3/2026	FLTMANT	BPO- FLEET- REPAIR PARTS & OSL	\$329.21
LEWIS CLARK ANIMAL SHELTER	124000	9/3/2026	POLICE	BPO PD ANIMAL SHELTER CONTRACT FEES	\$7,036.67
LEWIS CLARK STATE COLLEGE	123998	9/3/2026	PARKSFAC	P&R ADMIN - LC WORK SCHOLARS - WK SCHOL STIPEND	\$775.00
LEWISTON MOTOR COMPANY LLC DBA LEXIPOL LLC	124001	9/3/2026	FLTMANT	BPO- FLEET- REPAIR PARTS & OSL	\$15.80
			FLTMANT	BPO- FLEET- REPAIR PARTS & OSL	\$15.83
LEXIPOL LLC	124002	9/3/2026	POLICE	PD - ANNUAL POLICY MANUAL SOFTWARE RENEWAL	\$11,443.95
LINC WAY	123914	8/27/2026	RECREATION	L WAY UMPIRED 2 GAMES @ 32.50	\$97.50
	123945	9/3/2026	RECREATION	L WAY UMPIRED 6 GAMES @ 32.50	\$195.00
LOID	124003	9/3/2026	PARKSFAC	08/13/26 BILL DATE UTILITY CHARGES	\$500.25
LUKE N WHITE	123915	8/27/2026	RECREATION	L WHITE 2 GAMES @ 32.50	\$65.00
MATHEW LANE	123907	8/27/2026	RECREATION	M LANE UMPIRED 12 GAMES @ 35	\$420.00
	123922	9/3/2026	RECREATION	M LANE UMPIRED 4 GAMES @ 35	\$140.00
MIDWEST TAPE LLC	124005	9/3/2026	LIBRARY	BPO - LIB - ADULT DVD ORDERS	\$112.46
				BPO - LIB - JUVENILE DVD ORDERS	\$11.24
MISC CUSTOMER REFUND	123909	8/27/2026	RECREATION	D SPOONER ROOM RESERVATION REFUND	\$75.00
	123924	9/3/2026	RECREATION	B MARTIN REFUND FOR CANCELED RESERVATION	\$45.00
	123925	9/3/2026	STMWTR	UB 5001000859 1724 PATHWAY	\$74.12
	123926	9/3/2026	PARKSFAC	C BROUMLEY PARTIAL REFUND OF ORCHARDS POOL PASS	\$20.00
	123927	9/3/2026	ECONDEV	C HURLIMAN CD CDBG HRP FINAL PAYMNT FOR FLOORING	\$3,600.00
	123928	9/3/2026	COMDEV	CNC ELECTRIC CD-DUPLICATE PERMIT REFUND 0526	\$288.76
	123929	9/3/2026	RECREATION	K DAWES REFUND FOR CANCELED RESERVATION	\$150.00
	123930	9/3/2026	STMWTR	UB 2000909408 920 VISTA	\$88.02
	123931	9/3/2026	SANITATION	UB 2100140163 3309 11TH	\$80.48
	123932	9/3/2026	ECONDEV	R THOMPSON CD-CDBG HRP FINAL PAYMENT DOOR INSTALL	\$3,279.16
	123933	9/3/2026	PARKSFAC	S DAVIS POLICE DEPT DID NOT RESPOND TO CALL CONFLI	\$35.00
MOORE ELIA KRAFT & STACEY, LLP	124007	9/3/2026	LEGAL	OUTSIDE LEGAL CO; MEK&S; MAD PROPERTIES; FY26	\$1,418.28
MOTION AUTO SUPPLY	401664	9/3/2026	FLTMANT	BPO- FLEET- REPAIR PARTS & SUPPLIES	\$323.94
NAPA AUTO PARTS	124008	9/3/2026	FLTMANT	BPO- FLEET- REPAIR PARTS & SUPPLIES	\$371.91
			FLTMANT	BPO- FLEET- REPAIR PARTS & SUPPLIES	\$278.99
			WATER	BPO-PW-WTP AUTO SUPPLIES- WIPERS/BULBS/BATTERIES	\$24.12
NATIONWIDE RETIREMENT	4840	9/3/2026	ADMSVC	Payroll Run 1 - Warrant 090326	\$12,480.83
NATIONWIDE-RESERVE	4843	9/3/2026	ADMSVC	Payroll Run 1 - Warrant 090326	\$2,764.88



Voucher's Payable

NCPERS GROUP LIFE INS	123939	9/3/2026	ADMSVC	Payroll Run 1 - Warrant 090326	\$1,536.00
NEZ PERCE COUNTY	124010	9/3/2026	LEGAL	BPO-LEGAL-NPC-COL FY26 PROSECUTION SERVICES	\$12,805.00
NEZ PERCE COUNTY SHERIFF	123940	9/3/2026	ADMSVC	Payroll Run 1 - Warrant 090326	\$1,590.39
NICHOLAS WEBER	123941	9/3/2026	RECREATION	N WEBER UMPIRED 2 GAMES @ 32.50	\$65.00
NOBLE-T ARBOR LLC	124011	9/3/2026	PARKSFAC	PKS - NOBLE-T ARBOR - TREE REMOVAL ORCHARDS POOL	\$7,650.00
NORCO INC	401665	9/3/2026	FIRE	BPO FIRE - NORCO - OXYGEN SUPPLIES	\$944.37
NORTH 40 OUTFITTERS	124012	9/3/2026	FLTMAINT	BPO- FLEET- REPAIR PARTS & SUPPLIES	\$13.97
			PARKSFAC	BPO - FAC - NORTH 40 - WORKING SUPPLIES	\$19.97
			TRNSPN	BPO - ST/TR - OPERATING SUPPLIES	\$91.96
				PW - ST - SAFETY SHOES: KIELIE BOWLES	\$194.99
				PW-STs-SAFETY SHOES; P KEENER	\$199.99
			WATER	PW-WD-BPO OPERATING SUPPLIES: TOOLS & HARDWARE;	\$17.98
				PW-WTD-ITEMS TO MAINTAIN PRV SMALL PARTS INVENTORY	\$15.96
				PW-WTP-BPO OPERATING SUPPLIES	\$84.88
NORTH AMERICAN CATHOLIC EDUCATION PROGRAMMING FOUN DBA EDUCATION BROADBAND SERVICE AGENCY LLC, DBA MOBILE BEACON	124006	9/3/2026	LIBRARY	LIB - MOBILE HOTSPOT RENEWALS	\$960.00
NORTHWEST ENGRAVING	401666	9/3/2026	FIRE	FIRE - NORTHWEST ENGRAVING - PASSPORT TAGS	\$60.00
				FIRE - NORTHWEST ENGRAVING - SERVING SINCE	\$200.00
				FIRE - NORTHWEST ENGRAVING - SERVING SINCE PIN	\$20.00
ODP BUSINESS SOLUTIONS LLC	124014	9/3/2026	FINANCE	BPO- ODP OFFICE SUPPLIES	\$40.05
			LEGAL	BPO-LEGAL-OFFICE DEPOT-OFFICE SUPPLIES FY26	\$217.66
			LIBRARY	BPO - LIB - OFFICE SUPPLIES	\$32.80
			POLICE	BPO PD OFFICE SUPPLIES TO INCLUDE PENS, PAPER, FIL	\$67.77
			TRNSPN	BPO - PW OFFICE - OPERATING/OFFICE SUPPLIES	\$25.63
				BPO - ST/TR - OFFICE SUPPLIES	\$62.64
				PW - GIS - WHITEBOARD (96 X 48")	\$387.81
			WSTWTR	BPO-PW-WWTP OFFICE SUPPLIES; PENS, PAPER, ETC	\$167.67
OMEGA RAIL MANAGEMENT INC	124015	9/3/2026	WATER	PW-WTR-RAILROAD LEASES	\$1,248.30
O'REILLY AUTO PARTS	124013	9/3/2026	FLTMAINT	BPO- FLEET- REPAIR PARTS & SUPPLIES	\$323.02
OVERDRIVE INC	124016	9/3/2026	LIBRARY	BPO - LIB - ADULT OVERDRIVE ORDERS	\$944.14
OWEN EQUIPMENT	124017	9/3/2026	WSTWTR	PW-WWC-NOZZLES	\$2,858.56
OXARC	124018	9/3/2026	FIRE	BPO FIRE - OXARC - CYLINDER RENTAL	\$50.57



Voucher's Payable

			PARKSFAC	POOLS - OXARC - BPO FOR CHEMICALS FOR BERT LIPPS	\$302.92
			WATER	BPO-PW-WTP- SODIUM HYPOCHLORITE FOR WELLS	\$31,058.03
				BPO-PW-WTR- SODIUM HYPOCHLORITE	\$1,812.30
			WSTWTR	BPO-PW-WWC- PERSONNEL SAFETY SUPPLIES; GLOVES,	\$44.80
				PW-WWC-REPAIR OF CONFINED SPACES WINCH	\$736.82
				WW051 SLA CONFINED SPACES WINCH AND TRIPOD	\$3,572.26
PAMELA A FURCHTENICHT	123977	9/3/2026	RECREATION	BPO -SNR NUTR - FURCHTENICHT, PAM - REIMBURSEMENT	\$147.44
PERFECTION TRAFFIC CONTROL LLC	124019	9/3/2026	WSTWTR	PW-WWC-TRAFFIC CONTROL FOR HWY 12 WORK; QUOTE ATT	\$1,770.50
PERSI	4838	9/3/2026	ADMSVC	Payroll Run 9 - Warrant 0903M	\$19.25
	4841	9/3/2026	ADMSVC	Payroll Run 1 - Warrant 090326	\$194,563.74
PETERSON RADIATORS MUFFLERS & HITCH CENTER	124020	9/3/2026	FLTMAINT	BPO- FLEET- REPAIR PARTS & EXHAUST WORK	\$150.00
PITNEY BOWES INC	124021	9/3/2026	FINANCE	UB - SERVICE REPAIR OF HIGH SPEED LETTER OPENER	\$720.00
POE ASPHALT PAVING INC	124022	9/3/2026	TRNSPN	TR011 STREET PRES - FOG & SEAL COAT (IFB-26-012)	\$50,531.90
POLYDYNE INC	124023	9/3/2026	WSTWTR	BPO-PW-WWTP-POLYMER	\$14,536.00
PORT OF LEWISTON	124024	9/3/2026	INFOSYSTMS	BPO - FIBER CONNECTIONS	\$945.00
PORTER SCHULTE	123912	8/27/2026	RECREATION	P SCHULTE UMPIRED 14 GAMES @ 35	\$580.00
	123942	9/3/2026	RECREATION	P SCHULTE UMPIRED 3 GAMES @ 35	\$645.00
PRINTCRAFT PRINTING	401667	9/3/2026	COMDEV	BPO-CD-ENVELOPES, LETTERHEAD, PAPER, BUSINESS CAR	\$530.00
			FIRE	FIRE - PRINTCRAFT - PATIENT CARE NOTES	\$510.00
RDK CORPORATION DBA SHADOW TRACKERS	401669	9/3/2026	HR	BPO - BACKGROUND CHECK SERVICES FOR NEW EMPLOYEES	\$98.00
RICOH USA INC	124026	9/3/2026	LIBRARY	BPO - LIB - LEASE FEES	\$280.86
			POLICE	BPO PD COPIER RENTAL FOR COPY ROOM MACHINE	\$133.65
	124027	9/3/2026	LIBRARY	BPO - LIB - COPY FEES	\$81.93
			POLICE	BPO PD COPY FEES FOR COPY ROOM MACHINE	\$171.87
				BPO PD DISPATCH COPY FEES FOR COMMUNICATIONS CENTE	\$181.79
			SANITATION	BPO - PW - MPC4503 COPIER MAINTENANCE	\$5.95
			STMWTR	BPO - PW - MPC4503 COPIER MAINTENANCE	\$5.95
			TRNSPN	BPO - PW - MPC4503 COPIER MAINTENANCE	\$139.97
			WATER	BPO - PW - MPC4503 COPIER MAINTENANCE	\$1.50
			WSTWTR	BPO - PW - MPC4503 COPIER MAINTENANCE	\$1.49
ROGERS MOTORS LLC DBA ROGERS CHRYSLER JEEP DODGE RAM LLC	124028	9/3/2026	FLTMAINT	BPO- FLEET- REPAIR PARTS & REPAIRS	\$380.80
ROSAUERS	124029	9/3/2026	FIRE	FIRE - ROSAUERS - ICE	\$23.88



Voucher's Payable

RUSH TRUCK CENTERS OF IDAHO	124031	9/3/2026	FLTMAINT	BPO- FLEET- REPAIR PARTS & REPAIRS	\$344.74
SANITARY DISPOSAL INC DBA SUNSHINE DISPOSAL & RECYCLING	401672	9/3/2026	SANITATION	BPO - SAN - FY26 ANNUAL CURBSIDE COLLECTION	\$323,383.04
				BPO - SAN - FY26 EXTRA YW & RECY CURBSIDE CARTS	\$2,167.88
SHERWIN WILLIAMS CO	124034	9/3/2026	WSTWTR	PW-WWTP-PAINT FOR ELECTRICAL SWITCHGEAR BUILDINGS	\$220.85
SIRCHIE ACQUISITION COMPANY LLC	124035	9/3/2026	POLICE	PD-10-1 OZ DISTILLED WATER	\$45.26
SITEONE LANDSCAPE SUPPLY LLC	401670	9/3/2026	PARKSFAC	BPO - PKS - SITEONE - IRRIGATION SUPPLIES	\$31.60
SPARKLIGHT	401671	9/3/2026	STMWTR	BPO - PW DEPT - SURVEY STATION COST SHARE	\$35.47
			TRNSPN	BPO - PW DEPT - SURVEY STATION COST SHARE	\$35.47
			WATER	BPO - PW DEPT - SURVEY STATION COST SHARE	\$35.44
			WSTWTR	BPO - PW DEPT - SURVEY STATION COST SHARE	\$35.47
SPLASH CARWASH & DETAILING	124038	9/3/2026	FLTMAINT	BPO- FLEET- CAR WASHES	\$60.00
			POLICE	BPO PD CAR WASH FOR PATROL, UNDERCOVER, AND DEPART	\$624.00
ST JOSEPH HOSPITAL LLC	124036	9/3/2026	FIRE	FIRE - SJRMC - BLS CARDS	\$130.00
STATE OF IDAHO, MILITARY DIVISION	123989	9/3/2026	FIRE	BPO FIRE - IDAHO MILITARY - LICENSE RENEWAL	\$75.00
STERLING BATTERY COMPANY	124040	9/3/2026	FLTMAINT	BPO- FLEET- VEHICLE BATTERIES	\$116.48
SWANK MOTION PICTURES INC	401673	9/3/2026	RECREATION	REC - SWANK - MOVIE RIGHTS FOR ALL MUTS	\$1,200.00
TAYLOR K. EPHAN	123943	9/3/2026	RECREATION	T EPHAN UMPIRED 1 GAME @ 32.50	\$32.50
TELUS COMMUNICATIONS INC	124041	9/3/2026	TRNSPN	BPO - ST - SNOW PLOW/SWEEPER MONTHLY GPS SERVICE	\$576.00
THE CHARLES MACHINE WORK INC	123958	9/3/2026	WSTWTR	PW-WWC-REPAIR KITS	\$2,017.01
THE MASTER'S TOUCH LLC	124004	9/3/2026	FINANCE	BPO - UB - MONTHLY PRINTING & MAILING-STATEMENTS	\$6,643.53
			SANITATION	PW - SANI - UB INSERT: TS SUNDAY CLOSURE & SDI YW	\$1,816.97
THE RIVERSIDE HOTEL	401668	9/3/2026	TRANSITOP	TRANSIT HOTEL FOR CHRIS USHER ITD PUBLIC TRANSIT C	\$573.00
TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS INC	124042	9/3/2026	POLICE	BPO TLO ACCESS FEES FOR INVESTIGATIONS	\$166.35
TRAVELERS	124043	9/3/2026	INSTRUST	BACKWOOD BREW INSURANCE CLAIM	\$3,026.00
TRIBUNE PUBLISHING CO	401645	8/27/2026	COMDEV	BPO-CD-PLANNING AND ZONING COMMISSION-PUBLISHED N	\$1,392.40
	401674	9/3/2026	COMDEV	BPO-CD-PLANNING AND ZONING COMMISSION-PUBLISHED N	\$182.24
			EXECUTIVE	EXEC BPO: PUBLICATIONS AND ORDINANCE SUMMARIES	\$2,968.82
			FINANCE	PUR - AD SURPLUS AUCTION	\$34.32
			LIBRARY	LIB - MOSCOW PULLMAN DAILY NEWS - ONE YEAR	\$352.29
			SANITATION	TS002 FLOOR REPLACEMENT; IFB-26-016 AD 205458	\$162.10
TWIN COUNTY UNITED WAY	124045	9/3/2026	SETTLEMENT	CD-OPIOID SETTLEMENT-NPC DRUG TREATMENT COURTS	\$1,200.00



Voucher's Payable

ULINE	124046	9/3/2026	POLICE	PD-2 ROLLS OF 50LB KRAFT PAPER. 1 PACK OF 500 NYLO	\$190.50
			TRNSPN	PW - GIS - PARTITIONS & STORAGE CABINET	\$3,466.10
UNIFORMS2GEAR INC	401675	9/3/2026	FIRE	FIRE - UNIFORMS2GEAR - T-SHIRTS	\$129.84
				FIRE - UNIFORMS2GEAR - UNIFORMS	\$428.42
				RFF UNIFORMS: BAIRD, CANNON, CHENAULT, HARDMAN,	(\$1,053.59)
			POLICE	BPO PD UNIFORMS/ADMINISTRATION	\$162.90
				BPO PD UNIFORMS/NEW HIRE	\$1,339.54
				BPO PD UNIFORMS/PATROL	\$7,920.00
				BPO PD UNIFORMS/SUPPORT SERVICES	\$73.33
				BPO-DISPATCH UNIFORM SHIRTS AND JACKETS	\$269.86
UNITED RENTALS (NORTH AMERICA), INC.	124047	9/3/2026	WATER	WR520 12TH AVE - TRENCH ROLLER AND TRACKHOE	\$2,803.00
URM STORES INC	401676	9/3/2026	LIBRARY	BPO - LIB - OFFICE SUPPLIES	\$15.78
			POLICE	BPO PD BOTTLED WATER AND ICE	\$65.87
				PD-BROWN BAGS FOR EVIDENCE, VARIOUS SIZES.	\$97.93
			RECREATION	BPO SNR NUTR - URM - DAILY FOOD RUNS	\$999.65
USABBLUEBOOK	124048	9/3/2026	WATER	WR079 SRV LINE REPLACEMENT - KERF CUTTER	\$797.65
VALLEY FENCE	401677	9/3/2026	POLICE	PD-REPLACE FENCE GATE AND ROLLERS.	\$8,806.55
VALNET CONSORTIUM	124049	9/3/2026	LIBRARY	LIB - VALNET QUARTERLY BILLING FEES 1ST QUARTER	\$5,959.75
VERIZON WIRELESS	4835	9/3/2026	TRANSITOP	TRANSIT TABLETS FOR PARATRANSIT SPARE SYSTEM USE	\$459.98
	4836	9/3/2026	COMDEV	8/12/26 BILL DATE UTILITY CHARGES	\$330.96
			FIRE	8/12/26 BILL DATE UTILITY CHARGES	\$1,095.38
			GOLFCRS	8/12/26 BILL DATE UTILITY CHARGES	\$40.01
			HR	8/12/26 BILL DATE UTILITY CHARGES	\$38.70
			INFOSYSTMS	8/12/26 BILL DATE UTILITY CHARGES	\$664.09
			LEGISLATIV	8/12/26 BILL DATE UTILITY CHARGES	\$80.08
			PARKSFAC	8/12/26 BILL DATE UTILITY CHARGES	\$137.46
			POLICE	8/12/26 BILL DATE UTILITY CHARGES	\$2,462.24
			TRANSITOP	8/12/26 BILL DATE UTILITY CHARGES	\$188.46
			TRNSPN	8/12/26 BILL DATE UTILITY CHARGES	\$1,005.68
			WATER	8/12/26 BILL DATE UTILITY CHARGES	\$1,318.98
			WSTWTR	8/12/26 BILL DATE UTILITY CHARGES	\$1,125.32
W.M. SMITH & ASSOCIATES INC	124052	9/3/2026	PROPIMPR	POOL - WMS AQUATICS - POOL COVER FOR BERT LIPPS	\$10,033.03
WALTER E NELSON SUPPLIES	124050	9/3/2026	PARKSFAC	BPO - FAC - WALTER NELSON - CUSTODIAL SUPPLIES	\$1,386.49
WASHINGTON STATE SUPPORT REGISTRY	123944	9/3/2026	ADMSVC	Payroll Run 1 - Warrant 090326	\$841.44
WAYSTAR INC	124051	9/3/2026	FIRE	BPO - FIRE - WAYSTAR - AMBULANCE BILLING	\$277.28
WESTERN EQUIPMENT	124044	9/3/2026	FLTMAINT	REPL DRIVE CLUTCH FOR #583 UTV	\$1,274.16
WESTERN RECYCLERS INC	401678	9/3/2026	FINANCE	BPO- FIN- WESTERN RECYCLERS- SHREDDING	\$128.01
			FIRE	BPO FIRE - WESTERN RECYCLERS	\$52.00
			HR	BPO- FIN- WESTERN RECYCLERS- SHREDDING	\$63.99



Voucher's Payable

			POLICE	BPO PD SHREDDING SERVICES	\$52.00
WILBERT PRECAST INC	401679	9/3/2026	CEMETERY	CEM - WILBERT - VAULT ORDER - KANES	\$783.00
				CEM - WILBERT PRECAST - VAULT ORD - TEMPLETON	\$1,500.00
WITMER PUBLIC SAFETY GROUP INC	401680	9/3/2026	FIRE	FIRE - WITMER - STRUCTURE BOOTS	\$1,272.25
WSCFF EMPLOYEE BENEFIT TRUST DBA IAFF MERP	123919	9/3/2026	ADMSVC	Payroll Run 1 - Warrant 090326	\$5,300.00
ZIEGLER BUILDING CENTER	124053	9/3/2026	TRNSPN	BPO - ST/TR - OPERATING/CONSTRUCTION SUPPLIES	\$47.84
ZOLL MEDICAL CORPORATION GPO	124054	9/3/2026	FIRE	BPO FIRE - ZOLL MEDICAL - SUPPLIES	\$428.04
Total					\$1,649,917.44



NEZ PERCE COUNTY

BOARD OF COUNTY COMMISSIONERS

August 25, 2026

P.O. Box 896
Lewiston, Idaho 83501-0896
(208) 799-3090
FAX (208) 799-3149

Lewiston Mayor Dan Johnson
Lewiston City Council
1134 F Street
Lewiston, ID 83501
MayorJohnson@cityoflewiston.org

Re: Nez Perce County Representation to Urban Renewal Agency Board and Proxy

Dear Mayor Johnson and Council Members:

The Board of County Commissioners (BoCC) met and have changed the assignment of the Nez Perce County representative to the Urban Renewal Agency to Hannah Liedkie.

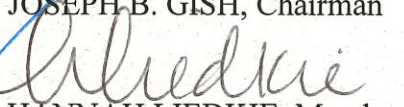
In compliance with Section C of the Bylaws of the Urban Renewal Agency of the City of Lewiston, Idaho, this letter serves as the formal notice of nomination to the Urban Renewal Agency Board of Commissioner Hannah Liedkie.

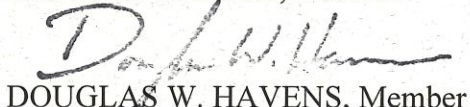
In addition, in compliance with Section C of the Bylaws of the Urban Renewal Agency of the City of Lewiston, Idaho, this letter serves as the formal notice of Commissioner Joseph Gish as proxy vote if Commissioner Hannah Liedkie is unable to attend a meeting.

Sincerely,

BOARD OF COUNTY COMMISSIONERS


JOSEPH B. GISH, Chairman


HANNAH LIEDKIE, Member


DOUGLAS W. HAVENS, Member

BoCC/sac



CITY COUNCIL MEETING AGENDA ITEM SUMMARY

ITEM TITLE RESOLUTION 2026-43	AGENDA NO. VII. B. AGENDA DATE: September 14, 2026
ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.) In order to provide public water and sewer utilities for the Confluence Riverfront Development Project, water and sewer main lines were extended across Railroad property. The Confluence Riverfront is a Port of Lewiston-funded development project with a long-range plan consisting of a mix of recreational and commercial uses, including RV campsites and restroom facilities, day-use facilities for playgrounds, picnicking and fishing, a visitor center, a restaurant, and commercial buildings. The site currently supports docking operations for riverboat cruise ships. The Railroad is requiring a License Agreement for the utility crossings across its property. The City will be responsible for paying the annual license fee, while the Port of Lewiston will pay the one-time document processing fee.	
BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources) \$900.00 annually	
ACTION PROPOSED Have City Council Approve the Resolution allowing the Mayor to sign the License Agreement.	

GREAT NORTHWEST RAILROAD, L.L.C.
ADDENDUM TO LICENSE AGREEMENT FOR WIRE, PIPE AND CABLE TRANSVERSE
CROSSINGS AND LONGITUDINAL OCCUPATIONS NO. GRNW9105

THIS ADDENDUM to that License Agreement for Wire, Pipe and Cable Transverse Crossings and Longitudinal Occupations, known as GRNW9105, executed 7/22/2025, by and between Great Northwest Railroad, L.L.C. (hereinafter "Railroad") and the Port of Lewiston (hereinafter "Assignor").

WITNESSETH THAT:

WHEREAS, Assignor entered into an License Agreement for Wire, Pipe And Cable Transverse Crossings and Longitudinal Occupations (hereinafter "Agreement"), to install one (1) buried transverse 36-in steel pipeline containing one (1) 12-inch DIP water pipeline located at Mile Post 69.74, at or near Lewiston, Nez Perce, Idaho (hereinafter "Facilities"), more particularly described and shown in said Agreement; and

WHEREAS, Assignor desires to assign the Agreement to the City of Lewiston (hereinafter "Assignee"), an Idaho Municipality, having a mailing address at 1134 F Street, Lewiston, ID, 8350, represent to Railroad that it has, subject to the approval of Railroad, succeeded to all right, title, and interest which Assignor has in and to the Agreement and desires to be accepted as party to the Agreement in the place and stead of said Assignor and;

NOW THEREFORE, Assignee and Railroad (hereinafter, collectively, "the Parties"), in consideration of their mutual promises contained herein desire to amend the Agreement effective upon execution hereof as follows;

1. Assignee agrees to assume the obligations of the Assignor for the above referenced Agreement. Railroad hereby consents to the Assignment of the Agreement from Assignor to Assignee.
2. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. This Agreement may be validly executed and delivered by telephonic facsimile transmission, e-mail transmission, or other electronic means including, without limitation, through the use of DocuSign or similar service, and the signatures on such electronic copies, whether generated electronically or manually, shall be deemed to be original signatures.
3. This Addendum is supplemental to the Agreement, and the Parties agree that all of the terms and conditions of the Agreement, as herein supplemented or amended, shall remain in full force and effect, and that nothing herein contained shall be construed as amending or modifying the same except as specifically provided.

Signatures on following page

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum to be executed in duplicate as of _____.

GREAT NORTHWEST RAILROAD, L.L.C.
(as Railroad)

CITY OF LEWISTON
(as Assignee)

By: _____

By: _____

Name: Justin Mahr

Name: _____

Title: Director Public Projects & Utility
Infrastructure

Title: _____

Case Number: 00077629

GREAT NORTHWEST RAILROAD, L.L.C.
ADDENDUM TO LICENSE AGREEMENT FOR WIRE, PIPE AND CABLE TRANSVERSE
CROSSINGS AND LONGITUDINAL OCCUPATIONS NO. GRNW9105

THIS ADDENDUM to that License Agreement for Wire, Pipe and Cable Transverse Crossings and Longitudinal Occupations, known as GRNW9105, executed 7/22/2025, by and between Great Northwest Railroad, L.L.C. (hereinafter "Railroad") and the Port of Lewiston (hereinafter "Applicant").

WITNESSETH THAT:

WHEREAS, Applicant entered into an License Agreement for Wire, Pipe And Cable Transverse Crossings and Longitudinal Occupations (hereinafter "Agreement"), to install one (1) buried transverse 18-in steel pipeline containing one (1) 10-inch DIP water pipeline located at Mile Post 69.74, at or near Lewiston, Nez Perce, Idaho (hereinafter "Facilities"), more particularly described and shown in said Agreement; and

WHEREAS, Applicant proposes to install one (1) buried transverse 36-in steel pipeline containing one (1) 12-inch DIP water pipeline located at Mile Post 69.74; and

WHEREAS, Railroad is agreeable to such update; and

NOW THEREFORE, Applicant and Railroad (hereinafter, collectively, "the Parties"), in consideration of their mutual promises contained herein desire to amend the Agreement effective upon execution hereof as follows;

1. The Facilities are revised to install one (1) buried transverse 36-in steel pipeline containing one (1) 12-inch DIP water pipeline located at Mile Post 69.74, at or near Lewiston, Nez Perce, Idaho as depicted on Exhibit A-1.
2. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. This Agreement may be validly executed and delivered by telephonic facsimile transmission, e-mail transmission, or other electronic means including, without limitation, through the use of DocuSign or similar service, and the signatures on such electronic copies, whether generated electronically or manually, shall be deemed to be original signatures.
3. This Addendum is supplemental to the Agreement, and the Parties agree that all of the terms and conditions of the Agreement, as herein supplemented or amended, shall remain in full force and effect, and that nothing herein contained shall be construed as amending or modifying the same except as specifically provided.

Signatures on following page

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum to be executed in duplicate as of
11/11/2025

GREAT NORTHWEST RAILROAD, L.L.C.
(as Railroad)

PORT OF LEWISTON
(as Applicant)

By:  Signed by:
02ED6ECDEB00473

By: 

Name: Justin Mahr

Name: Scott Corbitt

Title: Director Public Projects & Utility
Infrastructure

Title: General Manager

Case Number: 00076643

11/11/2025

 DS

Exhibit A-1*Exhibit A on the following page***Summary Table**

1.	Acknowledgment #	GRNW9105
2.	Railroad	Great Northwest Railroad, L.L.C.
3.	Applicant	Port of Lewiston
4.	Description of Work	install one (1) buried transverse 36-in steel pipeline containing one (1) 12-inch DIP water pipeline located at Mile Post 69.74
5.	City, County, State	Lewiston, Nez Perce, ID
6.	Mile Post	69.74
7.	Latitude/Longitudinal Coordinates	46.4280000000, -117.0270000000

LEWISTON, IDAHO

Note: Proposed sanitary sewer system improvements are not shown on specific sheets of this plan set in order to provide clarity of water system sewer improvements. Refer to separate sewer permit submittal package for sewer system improvements



DATUM

HORIZONTAL: LOCAL GROUND/NAD83

VERTICAL: NAVD 88 (GEOID12B)

WATER & SEWER EXTENSION PROJECT

COVER SHEET

LEWISTON, IDAHO

REVISION 1

DATE 3/11/2025

PROJECT NO.

SHEET NO. 01 of 01

4
OF 5

- 1) ALL CONSTRUCTION NOT SPECIFICALLY MENTIONED OR SHOWN SHALL CONFORM TO CITY ORDINANCES AND STANDARDS.
- 2) A RIGHT-OF-WAY PERMIT SHALL BE OBTAINED THROUGH THE PUBLIC WORKS DEPARTMENT PRIOR TO ANY WORK BEGINNING WITHIN PUBLIC RIGHT-OF-WAY. A CERTIFIED TRAFFIC CONTROL SUPERVISOR IS REQUIRED TO SUBMIT A PLAN FOR ANY VEHICULAR OR PEDESTRIAN TRAFFIC MODIFICATIONS.
- 3) SITE DISTANCES FOR ABUTTING PROPERTIES, DRIVEWAYS, AND INTERSECTIONS SHALL BE MAINTAINED.
- 4) EROSION AND DUST CONTROL MEASURES MUST BE USED DURING CONSTRUCTION TO REDUCE OR ELIMINATE BLOWING DUST, EXCESSIVE RUNOFF AND SOIL EROSION ACROSS PROPERTY LINES AND INTO STREETS AND RIGHT-OF-WAY, AND TO ELIMINATE TRACKING SOIL AND MUD ONTO STREETS FROM CONSTRUCTION EQUIPMENT AND VEHICLES. THE CONTRACTOR IS RESPONSIBLE FOR STREET CLEANUP AT THE END OF EACH SHIFT.

OWNER
PORT OF LEWISTON
1626 6TH AVE N
LEWISTON, IDAHO 83501
CONTACT: JEN BLOOD,
OPERATIONS MANAGER
PH: 208-743-5531
EMAIL: JEN@PORTOFLEWISTON.COM

DAVID EVANS AND ASSOCIATES, INC.
908 N. HOWARD ST, SUITE 300
SPOKANE, WA 99201
CONTACT: HEATHER CALKINS
PH: 509-252-5867
EMAIL: HEATHER.CALKINS@DEAINC.COM

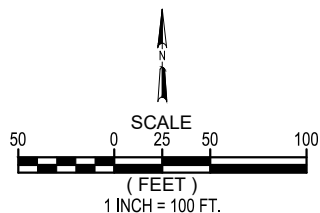
CITY OF LEWISTON - WATER / WASTEWATER
CONTACT: BRYAN LACY
208-746-1316
BLACY@CITYOFLEWISTON.COM

AVISTA CORPORATION - ELECTRICITY / GAS
CONTACT: NATHAN VONLINDERN
505-590-8742
NATHAN.VONLINDERN@AVISTACORP.COM

OMEGA
CONTACT: DAVID ARNHOLTER, CONTRACTS ADMINISTRATOR
615-627-0957
DARNHOLTER@OMEGARAIL.COM



Page 356 of 545



**DAVID EVANS
AND ASSOCIATES INC.**

908 N. Howard St
Suite 300
Spokane, WA 99201
509.327.8697



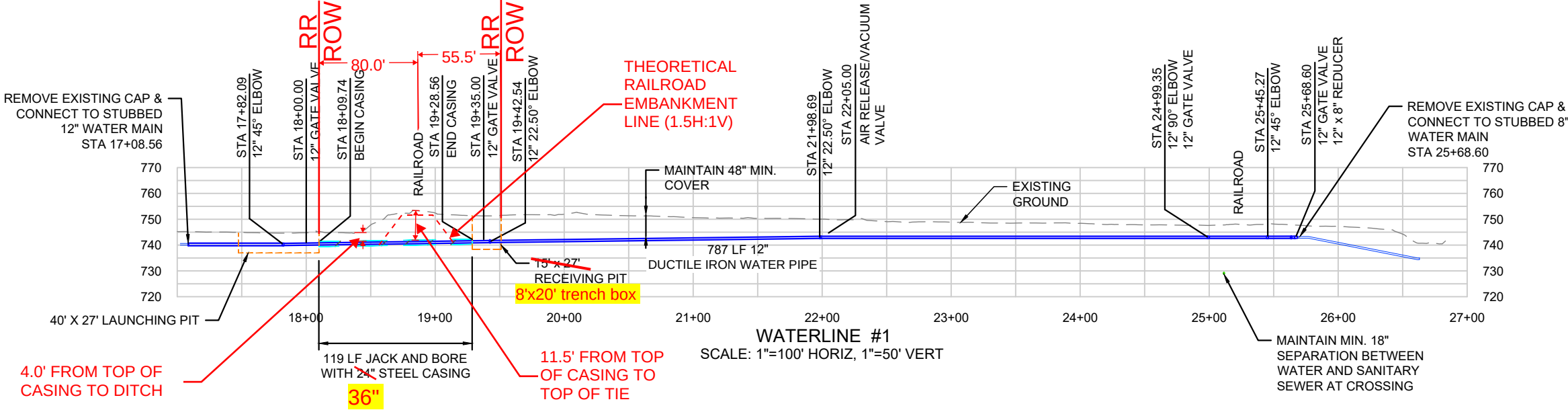
LEWISTON, IDAHO

DATE **3/11/2025**
~~1/29/2025~~

PROJECT NO. _____

SHEET NO. **UT-01**

2 OF 2



Note: Proposed sanitary sewer system improvements have been removed from this plan sheet to provide clarity of water system improvements. Refer to separate sanitary sewer permit submittal package for sewer system improvements

By: Alex Raymond
Save Date: 1/29/2025 1:58 PM
File: P:\PLEW000\0000\0400\CAD\SHETS\Package 3 - Water, Sewer, & Riverbank\RR Water-Sewer Split Out\PLEW000-Water & Sewer Profile.dwg



DESIGNED: HRC	NO.	DATE	REVISION	REVIEWED BY:	DATE:	BY	CK
DESIGN CHECKED: DLW	1	3/11/25	ADDITIONAL PROFILE LABELS AT RR REQUEST	HRC			
DETAILED: AWRA							
DRAWING CHECKED: HRC							



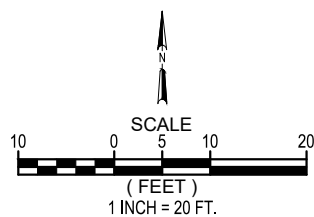
WATER & SEWER EXTENSION PROJECT

WATER AND SANITARY
SEWER PROFILE

LEWISTON, IDAHO

REVISION 1

DATE	3/11/2025
PROJECT NO.	----
SHEET NO.	PR-01 3 OF 4



**DAVID EVANS
AND ASSOCIATES INC.**

908 N. Howard St
Suite 300
Spokane, WA 99201
509 327 8697



LEWISTON, IDAHO

Page 359 of 545

GREAT NORTHWEST RAILROAD, L.L.C.
License Agreement for Wire, Pipe And Cable Transverse Crossings and Longitudinal
Occupations

7/22/2025

THIS AGREEMENT, made and entered into _____, between Great Northwest Railroad, L.L.C., a Delaware Limited Liability Company which has a mailing address at 315 West 3rd Street Pittsburg, KS 66762 party of the first part (hereinafter called "Railroad"), and Port of Lewiston a Idaho Municipality, having a mailing address at 1626 6th Avenue N Lewiston, ID 83501-1539 as party of the second part (hereinafter called "Licensee").

WITNESSETH, that said Railroad (which when used herein shall include any licensor, lessor, successor or assignee of or operator over its railroad) insofar as it has the legal right to do so, without warranty and subject to all encumbrances, covenants and easements to which the Railroad's title may be subject, and in consideration of the covenants and conditions hereinafter stated on the part of Licensee to be kept and performed, hereby permits, as a temporary license, Licensee to construct, maintain, repair, alter, renew, relocate and ultimately remove:

Licensee has submitted to Railroad an Application related to the proposed installation and construction of one (1) buried transverse 18-in steel pipeline containing one (1) 10-inch DIP water pipeline located at Mile Post 69.74 at or near Lewiston, Nez Perce County, ID.

the same to be located in accordance with and limited to the installation shown on the diagram set forth in **EXHIBIT "A"** attached hereto and made part hereof (such right-of-way or property of Railroad).

Railroad hereby grants to Licensee, insofar as Railroad has the right to do so, in accordance with engineering plans, submitted by Licensee to and approved by the Railroad's Chief Engineer or his or her authorized representative, incorporated herein by reference, all and any part thereof being hereinafter referred to as the "**FACILITIES**"; said license, however, shall be under and subject to the following terms, covenants and conditions as hereinafter recited, which are hereby accepted and agreed to, by Licensee, to wit:

1. The Licensee shall pay to Railroad upon the execution hereof, the sum of \$1,900.00 as a one-time document processing fee, and an annual license fee of \$900.00 on May 1st for the term of the Agreement, beginning upon execution hereof for the period 05/01/2025 through 04/30/2026 (annual fees to be adjusted as follows). Railroad reserves the right to make adjustments in these charges.

The annual license fee specified above shall be adjusted annually (beginning with the payment due 05/01/2026) and shall be changed by the greater of (i) 3% or (ii) the percentage increase as reflected in the "Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (1967=100)" specified for "All Items - United States" compiled by the Bureau of Labor Statistics of the United States Department of Labor (the "Index") as described below.

If applicable, the current base rent payable shall be changed in accordance with the following:

- (a) The current base rent shall be adjusted annually, commencing 05/01/2026.
- (b) Each adjustment shall be made with reference to the price index for the second month immediately preceding the effective date of each adjustment (Current Price Index).
- (c) Each such adjustment shall be made by determining the percentage change of the then Current Price Index over the price Index for the full calendar month of May 2025 ("Base Price Index").
- (d) Such percentage shall be computed by (i) obtaining the difference between the Current Price Index and the Base Price Index and (ii) dividing such difference by the Base Price Index.
- (e) The percentage thus determined shall be multiplied by the then applicable current base rent hereinabove set forth, and the product thus determined shall represent the change payable in addition to the current base rent until a subsequent adjustment shall be made under this section.

In the event the Index shall hereafter be converted to a different standard of reference base or otherwise revised, the determination of the percentage change shall be made with the use of such conversion factor, formula, or table for converting the Index as may be published by the Bureau of Labor Statistics or, if said Bureau shall not publish the same, then as shall be reasonably determined by Railroad. Railroad shall provide prior notice to Licensee of all increases in rent and, upon request from Licensee, shall provide the calculation used to determine the current base rent.

2. (a) Licensee shall, at its expense, construct and maintain in exact accordance with said construction plans and for the purpose as outlined in Page 1. No departure shall be made at any time there from except upon prior written permission granted by the Railroad's Chief Engineer or his or her authorized representative, provided, however, that if any commission or other regulatory body duly constituted and appointed in compliance with the laws of the State in which the installation or occupancy herein provided is situated, and having jurisdiction in the premises, has by ruling or other general order determined and fixed the manner and means of construction, maintenance, repair, alteration, renewal, relocation or removal thereof, then said ruling or general order shall prevail for the crossing or occupancy herein mentioned.
- (b) The work of constructing, maintaining, repairing, altering, renewing, relocating or removing the said Facilities shall be done under such general conditions as will be satisfactory to and approved by the Railroad's Chief Engineer or his or her authorized representative, and as will not interfere with the operations of the Railroad, endanger persons or property of Railroad, or interfere with the enjoyment of the property of Railroad. With respect to each operations project that requires access to the Premises, Railroad shall, at Railroad's option, furnish, at the sole expense of Licensee, any necessary inspectors, flagmen or watchmen to see that personnel, equipment and materials are kept a safe distance away from the tracks of Railroad, to support Railroad's tracks and to protect Railroad's traffic.
- (c) In addition to, but not in limitation of any of the foregoing provisions, if at any time, at Railroad's option, should deem inspectors, observers, monitors, flagmen or watchmen desirable or necessary to protect its operations or property, or its employees, patrons or Licensees during the work of construction, maintenance, repair, alteration, renewal, relocation or removal of said Facilities, of Licensee, Railroad shall have the right to place such inspectors, observers, monitors, flagmen, or watchmen at the sole risk, cost and expense of Licensee, which covenants and agrees to bear the full cost and expense thereof and to promptly reimburse Railroad upon demand. The furnishing or failure to furnish inspectors, flagmen, or watchmen by Railroad, however, shall not release Licensee from any and all other liabilities assumed by Licensee under the terms of this Agreement. Furthermore, Railroad may require Licensee and/or its Contractor to secure construction observation through Railroad's approved observer named below during all construction and installation work. Licensee is to directly contact and coordinate services with Railroad's approved observer.

RailPros Field Services

Email: Watco.Utility@railpros.com

Copy: Utilities.office.staff@railpros.com

682-223-5271

3. Licensee shall enter the Premises in any given instance only pursuant to an approved Application. Prior to commencement of any work to be performed on or about the Premises, Licensee shall notify the appropriate Railroad General Manager or their authorized representative for the scheduling of protection services. Within seventy-two (72) hours after the General Manager's actual receipt of such notification, the General Manager shall review the necessity and availability of flagman or other protection services for the proposed work and advise Licensee of such matters and the estimated cost of protection services. No work shall be permitted on or about the Premises without the presence of Railroad's protection services or the General Manager's waiver of the requirement for protection services. Entry on or about the Premises or any other Railroad's right-of-way without the General Manager's prior approval shall be deemed trespassing. Licensee agrees to pay Railroad, within thirty (30) days after delivery of an invoice, for the cost of protection services provided by or on the behalf of Railroad.
4. The Premises shall be used by Licensee only for the operations of the Facilities and for no other purposes. Licensee accepts the Premises in their current "as is" condition, as suited for operations, and without the benefit of any improvements to be constructed by Railroad. If Licensee desires or is required, as herein provided, to revise, renew, add to or alter in any manner whatsoever the aforementioned Facilities, it shall submit an application with plans conforming to Railroad's then-current standards and procedures and obtain the written approval of the Railroad's Chief Engineer or his or her authorized representative thereto before any work or alteration of the facility is performed

and the terms and conditions of this Agreement with respect to the original construction shall apply thereto. Railroad reserves the right to make adjustments in the rental charges.

5. (a) Licensee shall at all times be obligated to promptly maintain, repair, reinforce and renew said Facilities; and shall, upon notice from Railroad requiring it so to do, promptly make such repairs and renewals thereto as may be required by Railroad; or Railroad, for the purpose of protecting and safeguarding its property, traffic, patrons or employees from damage or injury, may with or without notice to Licensee at any time make such repairs and renewals there to and furnish such material therefore as it deems adequate and necessary all at the sole cost and expense of Licensee.

(b) In the event of an emergency, Licensee will take immediate steps to perform any necessary repairs, and in the event, Licensee fails so to do, Railroad will perform said necessary repairs at the sole cost and expense of Licensee.
6. (a) The supervision over the location of the construction work and inspection of the Facilities and the approval of the material used in construction, maintenance, repair, alteration, renewal, relocation and removal of the aforesaid Facilities covered by this Agreement shall be within the jurisdictional rights of Railroad.

(b) The right of supervision over the location of the construction work and inspection of the Facilities from time to time thereafter by Railroad, shall extend for an appropriate distance on each side of the property of Railroad as the method of construction and materials used may have an important bearing upon the strength and stability of the Facilities over, under, upon or in the property of Railroad.
7. Licensee shall comply with all Federal, State and Local laws, and assume all cost and expense and responsibility in connection therewith, without any liability whatsoever on the part of the Railroad.
8. (a) It is understood between the parties hereto that the operations of Railroad at or near the Facilities involve some risk, and Licensee as part of the consideration for this license hereby releases and waives any right to ask for or demand damages for or account of loss of or injury to the Facilities (and contents thereof) of Licensee that are over, under, upon or in the property and facilities of Railroad including the loss of or interference with service or use thereof and whether attributable to the fault, failure or negligence of Railroad or otherwise.

(b) And Licensee also covenants and agrees to and shall at all times indemnify, protect and save harmless Railroad from and against all cost or expense resulting from any and all losses, damages, detriments, suits, claims, demands, costs and charges which the said Railroad may directly or indirectly suffer, sustain or be subjected to by reason or on account of the construction, placement, attachment, presence, use, maintenance, repair, alteration, renewal, relocation or removal of said Facilities in, on, about or from the premises of Railroad whether such losses and damages be suffered or sustained by Railroad directly or by its employees, patrons or licensees, or be suffered or sustained by other persons or corporations, including Licensee, its employees and agents who may seek to hold Railroad liable therefore, and whether attributable to the fault, failure or negligence of Railroad or otherwise, except when proved by Licensee to be due directly to the sole negligence of Railroad. **IRRESPECTIVE OF THE ABOVE AND REGARDLESS OF THE FAULT OF RAILROAD, UNDER NO CIRCUMSTANCES SHALL RAILROAD HAVE ANY LIABILITY TO THE OTHER PARTY, THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, OR THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, OR OTHER INDIRECT LOSS OR DAMAGES, PUNITIVE, OR EXEMPLARY DAMAGES OR COSTS HOWSOEVER CAUSED ON ACCOUNT OF THE CONSTRUCTION, PLACEMENT, ATTACHMENT, PRESENCE, USE, MAINTENANCE, REPAIR, ALTERATION, RENEWAL, RELOCATION OR REMOVAL OF SAID FACILITIES IN, ON, ABOUT OR FROM THE PREMISES OF RAILROAD DESCRIBED HEREIN AND LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS RAILROAD FROM THE SAME.**

(c) If a claim or action is brought against either party and for which the other party may be responsible hereunder in whole or in part, such other party shall be notified and permitted to participate in the handling or defense of such matter.
9. All cost and expenses in connection with the operation, construction, maintenance, repair, alteration, renewal, relocation and removal of said Facilities shall be borne by Licensee, and in the event of work being performed or material furnished by Railroad under the stipulated right to perform such work of construction, maintenance, repair, alteration, renewal, relocation or removal under any section hereof, Licensee agrees to pay to Railroad the actual cost of material plus the current applicable overhead percentages for storage, handling, transportation, purchasing and other related material management expenses and the actual cost of labor plus the current applicable overhead percentages

as developed and published by the accounting department of Railroad for fringe benefits, payroll taxes, administration, supervision, use of tools, machinery and other equipment, supplies, employers liability insurance, public liability insurance and other insurance, taxes and all other indirect expenses. It is to be understood that the aforementioned material and labor overhead charges are to be applied at the rates which are effective at the time of the performance of any work by employees of Railroad on the said Facilities. Licensee agrees to pay such bills within thirty (30) days of the presentation thereof by Railroad.

10. Licensee shall, at its sole cost and expense, upon thirty (30) days prior written notice from Railroad, promptly change the location of said Facilities covered by this Agreement, where located over, under, upon and along, or in the property and facilities of Railroad, to another location, to permit and accommodate changes of grade or alignment and improvement in or additions to the facilities of Railroad upon land now or hereafter owned or used by Railroad to the intent that said construction shall at all times comply with the terms and conditions of this Agreement with respect to the original construction; or in the event of the lease, sale or disposal of the premises or any part thereof encumbered by this license, then said Licensee shall make such adjustments or relocations in its Facilities as are over, under, upon and along or in the property and facilities of Railroad as may be required by said Railroad or its grantee; and if Licensee shall fail or refuse to comply therewith, then the duly authorized agents of Railroad may make such repairs or adjustments or changes in location and provide necessary material therefore.
11. In the event the Facilities consist of an underground occupation, Licensee will be responsible for any settlement caused to the roadbed, right of way and/or tracks, facilities and appurtenances of Railroad arising from or as a result of the installation of the said Facilities for a period of one (1) year subsequent to the date of completion of the installation, and Licensee agrees to pay to Railroad on demand the full cost and expense, therefore.
12. If the Facilities cause degradation of Railroad's signal, communications and other electronic systems or endanger Railroad's personnel or other individuals entitled to be on or about the Premises, through inductive or electrostatic interference or otherwise, Licensee, at its expense shall immediately remedy any inductive interference to the satisfaction of Railroad growing out of or resulting from the presence of its Facilities; and if Licensee should fail so to do, then Railroad may take any/all corrective measures deemed necessary. The provisions of this Section 12 shall apply to the Electronic Systems existing as of the date of this Agreement and to any Electronic Systems that Railroad may install in the future.
13. If Licensee fails to take any corrective measures requested by Railroad in a timely manner, or if an emergency situation is presented which, in Railroad's sole judgement, requires immediate repairs to the Facilities, Railroad, at Licensee's expense, may undertake such corrective measures or repairs as it deems necessary or desirable.
14. As part of the consideration of the within Agreement, Licensee covenants and agrees that no assessments, taxes or charges of any kind shall be made against Railroad or its property by reason of the construction of said Facilities of Licensee, and Licensee further covenants and agrees to pay to Railroad promptly upon bills rendered therefore the full amount of any assessments, taxes or charges of any kind which may be levied, charged, assessed or imposed against Railroad or its property by reason of the construction and maintenance of said Facilities of Licensee.
15.
 - (a) The rights conferred hereby shall be the privilege of Licensee only, and Licensee shall not assign, transfer, sell, mortgage, encumber, sublease or otherwise convey (whether voluntarily, or involuntarily or by operation of law) this Agreement or any interest therein, nor license, mortgage, encumber or otherwise grant to any other person or entity (whether voluntarily, involuntarily or by operation of law) any right of privilege in or to the Premises (or any interest therein), in whole or in part, without the prior written consent of Railroad, which consent may be withheld by Railroad in its sole discretion. Any such assignment or other transfer made without Railroad's prior written consent shall be null and void and, at Railroad's option, shall constitute an immediate default of this Agreement. Notwithstanding the foregoing, upon prior written notice to Railroad, Licensee or a wholly owned subsidiary of Licensee's part without Railroad's consent; provided, however, that no such assignment shall relieve Licensee of its obligations under this Agreement.
 - (b) Railroad shall have the right to transfer and assign, in whole or in part, all its rights and obligations hereunder and in or to the Premises. From and after the effective date of any such assignment or transfer, Railroad shall be released from any further obligations hereunder; and Licensee shall look solely to such successor-in-interest of Railroad for the performance of the obligations of "Railroad" hereunder.
16. This Agreement shall take effect after signed by both parties. This Agreement will automatically renew for one (1) year terms thereafter if neither party submits in writing the desire to terminate.

17. (a) This Agreement with the rights granted may be terminated at any time by either party hereto upon not less than thirty (30) days' written notice to the other; and upon the expiration of the said thirty (30) days after service of such notice, this Agreement and the permission and privileges hereby granted shall absolutely cease and terminate.
- (b) The Facilities are and shall remain the personal property of Licensee. Prior to the expiration or termination of this Agreement, Licensee shall remove the Facilities from the Premises after receiving written approval from the Railroad. In performing such removal, unless otherwise directed by Railroad, Licensee shall restore the Premises to the same condition as existed prior to the installation or placement of Facilities, reasonable wear and tear excepted. In the event Licensee shall fail to so remove the Facilities or restore the Premises, the Facilities shall be deemed to have been abandoned by Licensee, and the same shall become the property of Railroad for Railroad to use, remove, destroy or otherwise dispose of at its discretion and without responsibility for accounting to Licensee therefor; provided, however, in the event Railroad elects to remove the Facilities, Railroad, in addition to any other legal remedy it may have, shall have the right to recover from Licensee all costs incurred in connection with such removal and the restoration of the Premises. Notwithstanding anything to the contrary contained in this Agreement, the expiration or termination of this Agreement, whether by lapse of time or otherwise, shall not relieve Licensee from Licensee's obligations accruing prior to the expiration or termination date, and such obligations shall survive any such expiration or other termination of this Agreement.
- (c) If Licensee shall fail to install the Facilities within one (1) year from the date of the Agreement, or if Licensee shall discontinue the use or operation of the Facilities for one (1) year. Railroad may, at its sole discretion, terminate this Agreement by written notice to Licensee.
18. Automobile mileage charges incurred by aforementioned Railroad inspectors, flagmen or watchmen in connection with the installation, maintenance, etc., of said Facilities will be based on allowances approved by the United States Government in effect at the time the expenses are incurred.
19. Environmental Compliance
- 19.1 Licensee represents that it has conducted a complete inspection of the Facilities and except as noted herein, finds the Facilities to be reasonably free from pollution-induced conditions.
- 19.2 Licensee assumes all responsibility for any environmental obligations imposed under applicable laws, regulations, ordinances or other requirements of federal, state and local governmental authorities relating to (a) any operations, including notification and reporting of any releases, and (b) any contamination of any property, water, air, or groundwater arising or resulting, in whole or in part, from Licensee's operations or use the Premises pursuant to this Agreement. Licensee agrees to indemnify and hold harmless Railroad from and against any and all fines, penalties, demands or other Losses (including attorneys' fees) incurred by Railroad or claimed by any person, company or governmental entity relating to (a) any contamination of any property, water, air or grand water due to the use or presence of the Facilities on the Premises, (b) Licensee's violation of any laws, regulations or other requirements of federal, state or local governmental authorities in connection with the use or presence of the Facilities on the Premises, or (c) any violation of Licensee's obligations.
- 19.3 Without limiting any other provisions of this Agreement, Licensee, at its expense, will at all times maintain and keep the Facilities and all improvements and property now or hereafter erected or placed thereon, including but not limited to, the structures, equipment, and operations, in compliance with all federal, state, and local laws, rules and regulations designed to prevent or control the discharge of substances in the land, water, or air, and Licensee agrees to indemnify, hold harmless and defend Railroad from and against any and all fines, penalties, demands, suits, actions, proceedings, fines, claims, losses (including attorneys' fees) or the cleanup, response, removal or remediation of any environmental condition arising from or alleged to arise from a violation of any such environmental law, rule, or regulation, unless and except where such violation shall have been caused solely by the fault of the Railroad.
- 19.4 Without limiting any other provision of this Agreement, Railroad shall have the right to enter and inspect the Facilities in order to determine whether Licensee is complying with such laws, rules, and regulations, but no such inspection or absence of inspection by Railroad shall be construed to relieve Licensee of its obligations to comply with all such laws, rules and regulations.

- 19.5 In the event any cleanup, response, removal or remediation of any environmental condition is required by a governmental entity (hereinafter collectively referred to as "Response Action"), Licensee shall not be entitled to any damages, actual or consequential, by reason of the Response Action's interference with Licensee's use of the Facilities. Licensee shall not be entitled to abatement in the rent for any interference with Licensee's use of the Facilities due to a Response Action. Licensee shall permit Railroad and its contractor's full, unrestricted and unconditional access to the Facilities for the purpose of completing or engaging in a Response Action for which Licensee is responsible should Licensee fail to diligently pursue and complete such Response Action to the satisfaction of Railroad. Railroad's completion of any Licensee's obligations hereunder shall not be deemed a waiver of Licensee's obligations under this Agreement. Railroad shall have the right, but not the obligation, to conduct reasonable inspections of Licensee's Response Action and Licensee shall provide Railroad all information requested by Railroad regarding Licensee's Response Action or any environmental condition for which Licensee is responsible.
20. This Agreement contains the entire agreement of Railroad and Licensee and supersedes any prior understanding or agreement between Railroad and Licensee respecting the subject matter hereof, and no representations, warranties, inducements, promises or agreements, oral or otherwise, between the parties not embodied in this Agreement shall be of any force or effect.
21. Licensee shall, at its sole cost and expense, procure and maintain during the life of this Agreement the insurance coverage as outlined in **EXHIBIT "B"**.
22. (a) Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Railroad's property performed by Licensee or its contractor, and takes precedence over any work on Licensee's Facilities to be performed by Licensee or its contractors. Licensee shall be responsible for initiating, maintaining and supervising all safety operations and programs in connection with any work on Licensee's Facilities.
- (b) Licensee shall keep the job site on Railroad property free from safety and health hazards and ensure that their employees are competent and adequately trained in safety and health aspects of the work.
- (c) Licensee represents and warrants that all parts of the Licensee's Facilities within and outside of the limits of Railroad property will not interfere whatsoever with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of Railroad, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof.
23. Any Notice required or permitted to be served under the terms of this Agreement shall be sent by certified mail, postage fully prepaid, and return receipt requested, to the parties at the following addresses:
- To Railroad: Great Northwest Railroad, L.L.C.
315 West 3rd Street
Pittsburg, KS 66762
Attn: Manager – Real Estate
- To Licensee: Port of Lewiston
1626 6th Avenue N
Lewiston, ID 83501-1539
Attn: Scott Corbitt
- or at such other address as the respective parties may from time to time give notice of.
24. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. This Agreement may be validly executed and delivered by telephonic facsimile transmission, e-mail transmission, or other electronic means including, without limitation, through the use of DocuSign or similar service, and the signatures on such electronic copies, whether generated electronically or manually, shall be deemed to be original signatures.

The terms of this Agreement shall be binding and effective upon all the parties hereto, and unless and until terminated, as hereinbefore provided, this Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns, subject, however, to the provisions of Article “15” of this Agreement.

IN WITNESS WHEREOF, the said parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

GREAT NORTHWEST RAILROAD, L.L.C.
(as Railroad)

Signed by:

By: 02FD6ECDEB00473...

Name: Justin Mahr

Title: Director Public Projects & Utility Infrastructure

PORT OF LEWISTON
(as Licensee)


By: _____

Name: Scott Corbitt
Name: _____

Title: General Manager
Title: _____

Case Number: 00074282

7/22/2025



Exhibit A Summary*Exhibit A on the following page***Summary Table**

1.	License #	GRNW9105
2.	Railroad	Great Northwest Railroad, L.L.C.
3.	Licensee	Port of Lewiston
4.	Description of Work	install one (1) buried transverse 18-in steel pipeline containing one (1) 10-inch DIP water pipeline located at Mile Post 69.74
5.	City, County, State	Lewiston, Nez Perce, ID
6.	Mile Post	69.74
7.	Latitude/Longitudinal Coordinates	46.42752600000, -117.02650100000

LEWISTON, IDAHO

Note: Proposed sanitary sewer system improvements are not shown on specific sheets of this plan set in order to provide clarity of water system sewer improvements. Refer to separate sewer permit submittal package for sewer system improvements



DATUM

HORIZONTAL: LOCAL GROUND/NAD83

VERTICAL: NAVD 88 (GEOID12B)

WATER & SEWER EXTENSION PROJECT

LEWISTON, IDAHO

- 1) ALL CONSTRUCTION NOT SPECIFICALLY MENTIONED OR SHOWN SHALL CONFORM TO CITY ORDINANCES AND STANDARDS.
- 2) A RIGHT-OF-WAY PERMIT SHALL BE OBTAINED THROUGH THE PUBLIC WORKS DEPARTMENT PRIOR TO ANY WORK BEGINNING WITHIN PUBLIC RIGHT-OF-WAY. A CERTIFIED TRAFFIC CONTROL SUPERVISOR IS REQUIRED TO SUBMIT A PLAN FOR ANY VEHICULAR OR PEDESTRIAN TRAFFIC MODIFICATIONS.
- 3) SITE DISTANCES FOR ABUTTING PROPERTIES, DRIVEWAYS, AND INTERSECTIONS SHALL BE MAINTAINED.
- 4) EROSION AND DUST CONTROL MEASURES MUST BE USED DURING CONSTRUCTION TO REDUCE OR ELIMINATE BLOWING DUST, EXCESSIVE RUNOFF AND SOIL EROSION ACROSS PROPERTY LINES AND INTO STREETS AND RIGHT-OF-WAY, AND TO ELIMINATE TRACKING SOIL AND MUD ONTO STREETS FROM CONSTRUCTION EQUIPMENT AND VEHICLES. THE CONTRACTOR IS RESPONSIBLE FOR STREET CLEANUP AT THE END OF EACH SHIFT.

OWNER
PORT OF LEWISTON
1626 6TH AVE N
LEWISTON, IDAHO 83501
CONTACT: JEN BLOOD,
OPERATIONS MANAGER
PH: 208-743-5531
EMAIL: JEN@PORTOFLEWISTON.COM

CITY OF LEWISTON - WATER / WASTEWATER
CONTACT: BRYAN LACY
208-746-1316
BLACY@CITYOFLEWISTON.COM

AVISTA CORPORATION - ELECTRICITY / GAS
CONTACT: NATHAN VONLINDERN
505-590-8742
NATHAN.VONLINDERN@AVISTACORP.COM

OMEGA
CONTACT: DAVID ARNHOLTER, CONTRACTS ADMINISTRATOR
615-627-0957
DARNHOLTER@OMEGARAIL.COM



**DAVID EVANS
AND ASSOCIATES INC.**

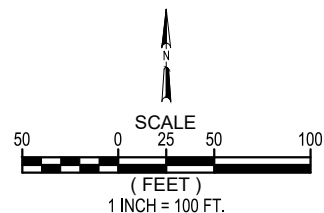
908 N. Howard St
Suite 300
Spokane, WA 99201
509.327.8697



DATE 3/11/2025
~~1/29/2025~~

PROJECT NO.

SHEET NO.
CV-01 4
1 OF ~~5~~



**DAVID EVANS
AND ASSOCIATES INC.**

908 N. Howard St
Suite 300
Spokane, WA 99201
509.327.8697



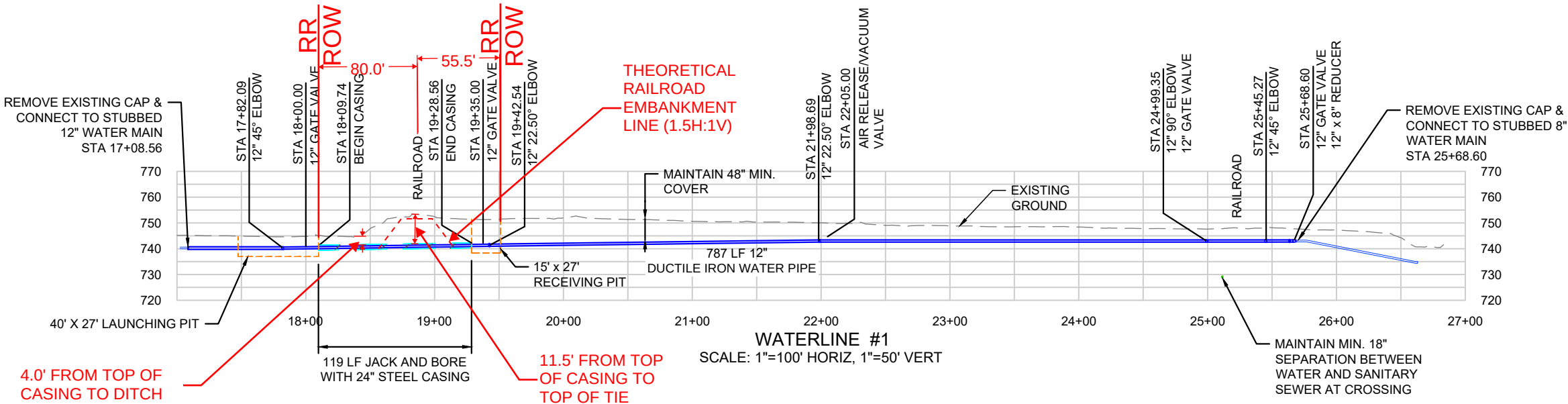
LEWISTON, IDAHO

DATE **3/11/2025**
~~1/29/2025~~

PROJECT NO.

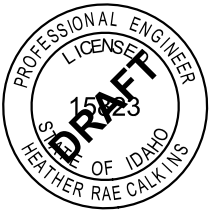
SHEET NO.
UT-01

4
2 OF 5



Note: Proposed sanitary sewer system improvements have been removed from this plan sheet to provide clarity of water system improvements. Refer to separate sanitary sewer permit submittal package for sewer system improvements

By: Alex Raymond
Save Date: 1/29/2025 1:58 PM
File: P:\PLEW00000000\0400CAD\SHETS\Package 3 - Water, Sewer, & Riverbank\RR Water-Sewer Split Out\PLEW0000-Water & Sewer Profile.dwg



DESIGNED: HRC	NO.	DATE	REVISION	REVIEWED BY:	DATE:	BY	CK
DESIGN CHECKED: DLW	1	3/11/25	ADDITIONAL PROFILE LABELS AT RR REQUEST	HRC			
DETAILED: AWRA							
DRAWING CHECKED: HRC							



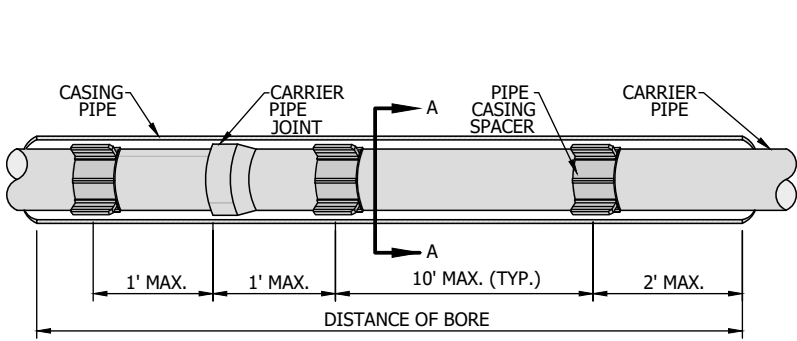
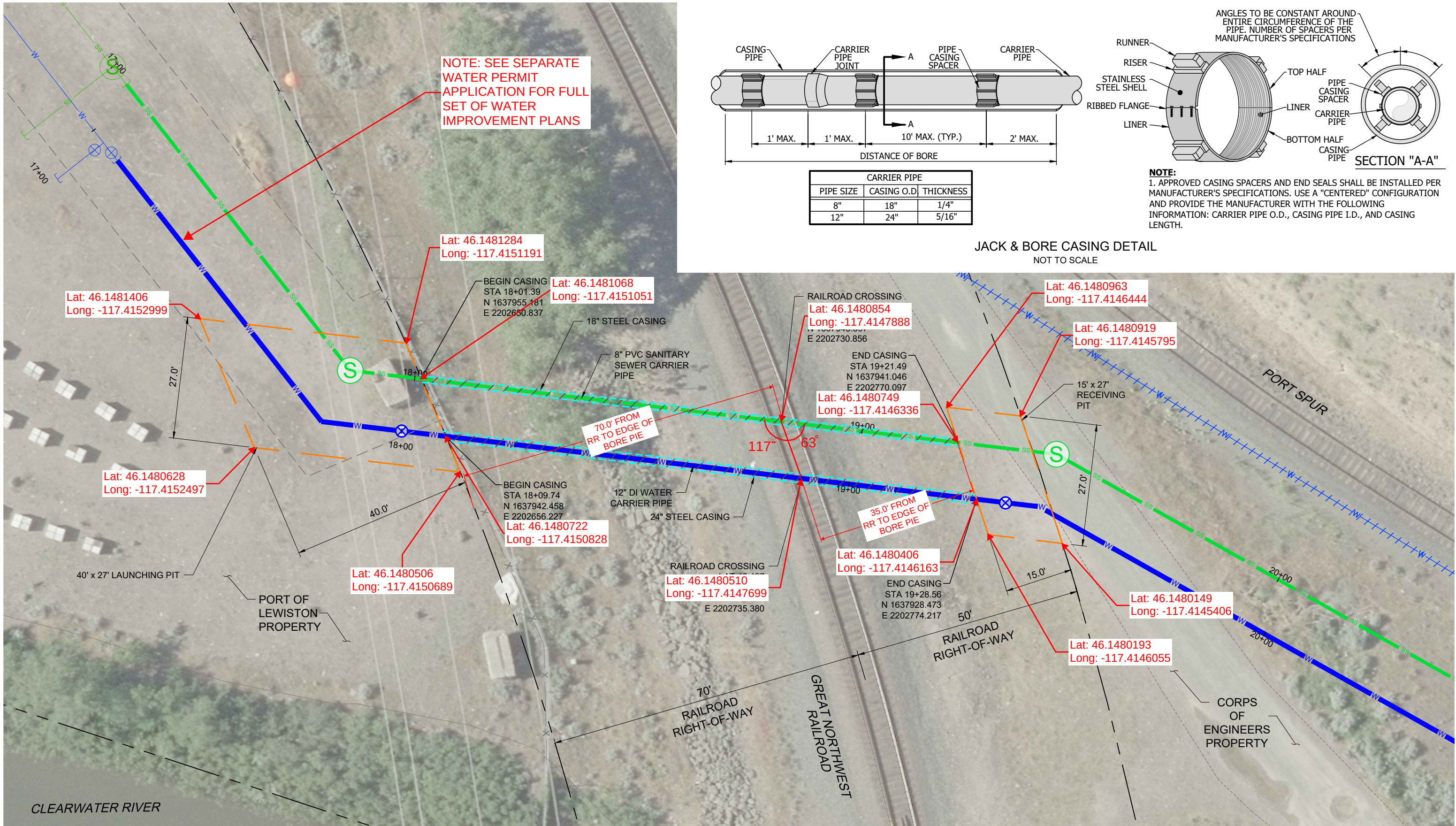
WATER & SEWER EXTENSION PROJECT

WATER AND SANITARY
SEWER PROFILE

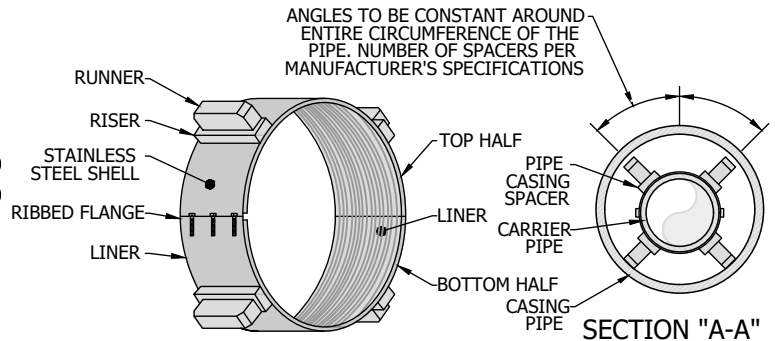
LEWISTON, IDAHO

REVISION 1

DATE	3/11/2025
PROJECT NO.	----
SHEET NO.	PR-01 3 OF 4



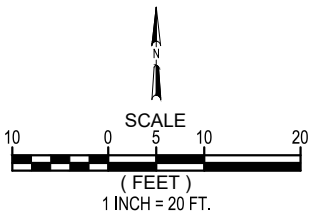
CARRIER PIPE		
PIPE SIZE	CASING O.D.	THICKNESS
8"	18"	1/4"
12"	24"	5/16"



NOTE:
1. APPROVED CASING SPACERS AND END SEALS SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS. USE A "CENTERED" CONFIGURATION AND PROVIDE THE MANUFACTURER WITH THE FOLLOWING INFORMATION: CARRIER PIPE O.D., CASING PIPE I.D., AND CASING LENGTH.

JACK & BORE CASING DETAIL
NOT TO SCALE

By: Alex Raymond
Save Date: 1/29/2025 1:57 PM



DESIGNED: HRC	NO. 1	DATE 3/11/25	REVISION	DATE	BY HRC	CK
DESIGN CHECKED: DLW			ADDITIONAL PROFILE LABELS AT RR REQUEST			
DETAILED: AWRA						
DRAWING CHECKED: HRC						



WATER & SEWER EXTENSION PROJECT

JACK AND BORE DETAIL

LEWISTON, IDAHO

DATE	3/11/2025
PROJECT NO.	----
SHEET NO.	DT-01
	4 OF 5



**DAVID EVANS
AND ASSOCIATES INC.**

February 4, 2025

Adrienne Myers
Real Estate Manager II
RailPros
109 Westpark Dr, Ste 440
Brentwood, TN 37027-5063

SUBJECT: GRNW9105 & GRNW9107 – Waiver request for bore pit w/in railroad right-of-way

Dear Adrienne,

Please accept this letter as a formal waiver request for the Port of Lewiston's Water and Sewer Extension Project that will cross railroad property. The intent of this waiver is to request that the receiving pit of the jack and bore operation for water (GRNW9105) and sanitary sewer (GRNW9107) pipeline installation be allowed to fall within the railroad right-of-way.

The Port's planned water and sewer extension project proposes to jack and bore a water main line and a sanitary sewer line under the railroad at approximate MP 69.70. The jack and bore operation will be completed using a guided auger boring which will require a launching and receiving pit. The water and sewer lines have been designed to have the minimum required separation so they can share common jack and bore pits which will minimize site disturbance impacts. The launching pit is the larger of the pits and will be contained within a 40'x27' area. Per the railroad's request, the launching pit and the start of the jack and bore operation has been placed outside the railroad's right-of-way. The receiving pit is the smaller pit with an estimated footprint of 15'x27'. Site conditions don't facilitate placing the receiving pit outside of the railroad's right-of-way. The receiving pit will be placed within railroad right-of-way a minimum of 35' from existing track center line and will terminate at 50' from track center line which is at the railroad right-of-way line.

The intent of the proposed water and sewer line extension project is to provide connection from the new Port of Lewiston commercial site, located immediately to the west of the railroad property, to existing City of Lewiston water and sewer lines, located just to the east of the railroad. The following site conditions prohibit placing the receiving pit of the jack and bore crossing outside of railroad right-of-way:

- There is a Port owned, and frequently used, spur railroad line to the northeast of the proposed utility crossing. Moving the receiving pit beyond the railroad right-of-way would place the pit in too close proximity to the spur line.
- Extending the crossing alignment further to the east to clear the Port's spur line is not feasible because just beyond the spur line is a very steep embankment that is approximately 55' high.
- There is also an existing waterline that is just east of the railroad right-of-way and proposed receiving pit. Moving the receiving pit beyond the railroad right-of-way would encroach on this existing water line.



- It is not feasible to move the railroad crossing any further to the south to provide increased distance from the spur line, embankment, and existing water line. To the south of the proposed crossing is the Clearwater River. The proposed crossing is already in close proximity to the river bank and earthwork operations from the recent Port site development project has determined that the river has strong influence and creates very shallow groundwater conditions along the bank. Moving the receiving pit any further south to try and place it outside of railroad right-of-way creates a high risk of flooding in the pit.

Because of the above mentioned constraints, the current location shown for the receiving pit is the only feasible location. As such, we are requesting a waiver to allow the receiving pit to be located just inside the railroad's right-of-way. As shown in the water and sewer exhibits (transmitted separately), this would still provide just over 35-feet of separation from the edge of the receiving pit to the railroad tracks.

Thank you for your consideration in this matter. If you have any questions or need further information, please contact either David Evans and Associates, Inc. or the Port of Lewiston at the following:

David Evans and Associates

Heather Calkins, Project Manager

Heather.calkins@deainc.com

(509)780-3316

Nick Garcia, Freight Rail Engineer

Npg@deainc.com

(419)603-0604

Port of Lewiston

Scott Corbitt, Port Manager

scott@portoflewiston.com

(208)743-5531

Jen Blood, Operations Manager

jen@portoflewiston.com

(509)288-2332

Sincerely,

DAVID EVANS AND ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read "Heather R. Calkins".

Heather Calkins, PE
Project Manager

Copies: 1

Attachments/Enclosures: N/A

Project Number: PLEW0004

File Path: Document1



Application for New Pipeline or Supplement to Existing Permit No. _____

Contents to be handled:	Water	Water
Normal operating pressure:	40-80 psi	N/A
Outside diameter:	13.20"	24"
Inside diameter:	12.64"	19.88"
Wall thickness:	0.28"	2.06"
Weight per foot:		
Material:	Ductile Iron	Steel
Process of manufacture:		
Specification:	AWWA C151	ASTM A139
Grade or class:	Class 50	Grade B
Test pressure:	150 psi	35,000 psi
Type of joint:		
Type of coating:	1-mil thick seal coat meeting AWWA C151	Coal tar paint
Details of cathodic protection:	N/A	N/A
Details of seal or protection at ends of casing:	3/8" neoprene seal w	3/8" neoprene seal w
Method of installation:		
Character of subsurface material at the crossing location:		
Approximate ground water level:		
Source of information on subsurface conditions (borings, test pits or other):		

Note: Any soil investigation made on property shall be performed under the supervision of property owner's chief engineer.

EXHIBIT B**INSURANCE REQUIREMENTS FOR: PIPELINE LICENSE**

Licensee shall, at its sole cost and expense, procure and maintain during the life of this License the insurance coverage identified below. Licensee must provide a Certificate of Insurance certifying that the insurance limits and coverages, with the appropriate endorsements, all as outlined below are in effect.

<u>COVERAGE TYPE</u>	>	<u>MINIMUM COVERAGE</u>
Commercial General Liability (CGL)	>	\$5,000,000 Per Occurrence
Must include coverage for blanket contractual liability for the obligations assumed under contract including but not limited to:		
· Bodily injury and property damage · Fire legal liability · Pollution liability (sudden and accidental) · Emergency evacuation · The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of rail property, if applicable. · Any exclusions related to the explosion, collapse and underground hazards shall be removed. · No other endorsements limiting coverage may be included on the policy with regards to the work being performed under this agreement.		
All Risk Property	>	Replacement Value
All risks property insurance covering all of Licensee's property including property in the care, custody or control of Licensee. Coverage shall include the following:		
· Issued on a replacement cost basis. · Include a standard loss payable endorsement naming Railroad as the loss payee as its interests may appear.		
Automobile Liability	>	\$2,000,000 Combined Single Limit Each Occurrence
Coverage must extend to all owned, hired, and non-owned vehicles and must include coverage for blanket contractual liability for the obligations assumed under contract. If applicable, Motor Carrier Act Endorsement – Hazardous materials clean up (MCS-90) is required.		
Workers' Compensation	>	Statutory Limits where Services are to be performed
Employers Liability	>	\$1,000,000 Each Occurrence
	>	\$1,000,000 Disease Per Employee
Must include coverage for Longshoremen's and Harbor Workers' Compensation, if applicable, and coverage for Federal Employers' Liability Act, if applicable.		
Pollution Liability	>	\$5,000,000 Per Occurrence
Pollution Liability coverage must be included when the scope of the work as defined in the Agreement includes installation, temporary storage, or disposal of any "hazardous" material that injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.		
The policy shall provide for protection against claims for third-party bodily injury, property damage, environmental damage, and clean-up cost caused by pollution conditions resulting from actions taken under this contract.		
If the scope of work as defined in this Agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Licensee must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.		
Railroad Protective Liability	>	\$2,000,000 Per Occurrence
		\$6,000,000 Aggregate

**An Umbrella liability policy, which follows form, may be used to obtain the aforementioned limits.

Insurance Requirements continued on following page

Certificate Holder and Endorsement Requirements

1. Railroad shall be listed as Certificate Holder as follows: Watco Companies, L.L.C., and its affiliates, subsidiaries and assigns 315 W. 3rd Street Pittsburg, KS 66762.
2. All aforementioned policies shall contain a blanket waiver of subrogation in favor of Certificate Holder, and an additional insured endorsement naming Certificate Holder as Additional Insured (with the exception of Workers' Compensation and Employer's Liability). All aforementioned policies shall be primary and non-contributory with respect to any insurance carried by Railroad.
3. If any policies are purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years and shall provide evidence of such coverage to Railroad, on an annual basis, during this additional three-year period.

Other Requirements

1. All policies required shall be written by a reputable insurance company reasonably acceptable to Railroad or with a Best's Guide Rating of A- and Class VII or better and authorized to do business in the state(s) in which Licensee is conducting business.
2. Licensee shall notify Railroad in writing at least thirty (30) days prior to any cancellation, non-renewal, and substitution or material alteration to any of the aforementioned policies.
3. Failure to provide evidence as required shall entitle, but not require, Railroad to terminate immediately.
4. Acceptance of a certificate that does not comply with this document shall not operate as a waiver of Licensee's obligations hereunder.
5. Licensee is not allowed to have a self-insure greater than \$250,000 without prior written consent of Railroad. If granted by Railroad, any deductible, self-insured retention or other similar financial responsibility for claims shall be covered directly by Licensee in lieu of insurance. Any and all Licensee liabilities that would otherwise, in accordance with the provisions of this document, be covered by Licensee's insurance will be covered as if Licensee elected not to include a deductible, self-insured retention or other financial responsibility for claims.
6. If any portion of the operation is to be subcontracted by Licensee, Licensee shall require that the subcontractor shall provide and maintain insurance coverage as set forth herein, naming Railroad as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Railroad to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Railroad herein.
7. Failure to provide evidence as required by this section shall entitle, but not require, Railroad to terminate this agreement immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Licensee's obligations hereunder.
8. The fact that insurance (including, without limitation, self-insurance) is obtained by Licensee shall not be deemed to release or diminish the liability of Licensee including, without limitation, liability under the indemnity provisions of this License. Damages recoverable by Railroad shall not be limited by the amount of the required insurance coverage.

RESOLUTION 2026-43

A RESOLUTION APPROVING THE ASSIGNMENT OF A LICENSE AGREEMENT FOR WATERLINE CROSSING BETWEEN THE GREAT NORTHWEST RAILROAD, L.L.C. AND THE PORT OF LEWISTON TO THE CITY OF LEWISTON

WHEREAS, Great Northwest Railroad, L.L.C. and the Port of Lewiston ("Port") have entered into a License Agreement for Wire, Pipe and Cable Transverse Crossings and Longitudinal Occupations to authorize the installation and construction of one (1) buried transverse 36-in steel pipeline containing one (1) 12-inch DIP water pipeline located at Mile Post 69.74 within the City of Lewiston, Nez Perce County, Idaho ("License Agreement"); and

WHEREAS, the Port, as Assignor, desires to assign this License Agreement to the City of Lewiston ("City"), as Assignee, and the City desires to accept such assignment of the License Agreement.

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

SECTION 1: That an Addendum to License Agreement for Wire, Pipe and Cable Transverse Crossings and Longitudinal Occupations No. GRNW9105, executed July 22, 2025, between the Great Northwest Railroad, L.L.C., a Delaware limited liability company, as Licensor, and the Port of Lewiston, a port district organized and existing under the laws of the State of Idaho, as Assignor-Licensee, and the City of Lewiston, an Idaho municipal corporation, as Assignee-Licensee, (the "Addendum"), a copy of which is attached hereto and by this reference made a part of this resolution, is hereby approved.

SECTION 2: The Mayor and City Clerk are hereby authorized to execute and attest, respectively, said Addendum and execute all documents necessary to effectuate such assignment of the License Agreement.

SECTION 3: The City Clerk is hereby authorized and directed to record this Resolution 2026-43 and the Addendum with the Nez Perce County Recorder.

SECTION 4: This Resolution shall become effective upon its passage.

PASSED this _____ day of _____ 2026.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

Tanya M. Brocke, City Clerk

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

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

Notary Public of the State of Idaho
Commission Expires _____



CITY COUNCIL MEETING AGENDA ITEM SUMMARY

ITEM TITLE RESOLUTION 2026-44	AGENDA NO. VII. C. AGENDA DATE: September 14, 2026
ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.) In order to provide public water and sewer utilities for the Confluence Riverfront Development Project, water and sewer main lines were extended across Railroad property. The Confluence Riverfront is a Port of Lewiston-funded development project with a long-range plan consisting of a mix of recreational and commercial uses, including RV campsites and restroom facilities, day-use facilities for playgrounds, picnicking and fishing, a visitor center, a restaurant, and commercial buildings. The site currently supports docking operations for riverboat cruise ships. The Railroad is requiring a License Agreement for the utility crossings across its property. The City will be responsible for paying the annual license fee, while the Port of Lewiston will pay the one-time document processing fee.	
BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources) \$900.00 annually	
ACTION PROPOSED City Council to approve the Resolution to authorize the Mayor to sign the License Agreement.	

GREAT NORTHWEST RAILROAD, L.L.C.
ADDENDUM TO LICENSE AGREEMENT FOR WIRE, PIPE AND CABLE TRANSVERSE
CROSSINGS AND LONGITUDINAL OCCUPATIONS NO. GRNW9107

THIS ADDENDUM to that License Agreement for Wire, Pipe and Cable Transverse Crossings and Longitudinal Occupations, known as GRNW9107, executed 7/22/2025, by and between Great Northwest Railroad, L.L.C. (hereinafter "Railroad") and the Port of Lewiston (hereinafter "Assignor").

WITNESSETH THAT:

WHEREAS, Assignor entered into an License Agreement for Wire, Pipe And Cable Transverse Crossings and Longitudinal Occupations (hereinafter "Agreement"), to install one (1) buried transverse 36-in steel pipeline containing one (1) 8-inch PVC sanitary sewer pipeline located at Mile Post 69.74, at or near Lewiston, Nez Perce, Idaho (hereinafter "Facilities"), more particularly described and shown in said Agreement; and

WHEREAS, Assignor desires to assign the Agreement to the City of Lewiston (hereinafter "Assignee"), an Idaho Municipality, having a mailing address at 1134 F Street, Lewiston, ID, 8350, represent to Railroad that it has, subject to the approval of Railroad, succeeded to all right, title, and interest which Assignor has in and to the Agreement and desires to be accepted as party to the Agreement in the place and stead of said Assignor and;

NOW THEREFORE, Assignee and Railroad (hereinafter, collectively, "the Parties"), in consideration of their mutual promises contained herein desire to amend the Agreement effective upon execution hereof as follows;

1. Assignee agrees to assume the obligations of the Assignor for the above referenced Agreement. Railroad hereby consents to the Assignment of the Agreement from Assignor to Assignee.
2. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. This Agreement may be validly executed and delivered by telephonic facsimile transmission, e-mail transmission, or other electronic means including, without limitation, through the use of DocuSign or similar service, and the signatures on such electronic copies, whether generated electronically or manually, shall be deemed to be original signatures.
3. This Addendum is supplemental to the Agreement, and the Parties agree that all of the terms and conditions of the Agreement, as herein supplemented or amended, shall remain in full force and effect, and that nothing herein contained shall be construed as amending or modifying the same except as specifically provided.

Signatures on following page

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum to be executed in duplicate as of

_____.

GREAT NORTHWEST RAILROAD, L.L.C.
(as Railroad)

CITY OF LEWISTON
(as Assignee)

By: _____

By: _____

Name: Justin Mahr

Name: _____

Title: Director Public Projects & Utility
Infrastructure

Title: _____

Case Number: 00077628

GREAT NORTHWEST RAILROAD, L.L.C.
ADDENDUM TO LICENSE AGREEMENT FOR WIRE, PIPE AND CABLE TRANSVERSE
CROSSINGS AND LONGITUDINAL OCCUPATIONS NO. GRNW9107

THIS ADDENDUM to that License Agreement for Wire, Pipe and Cable Transverse Crossings and Longitudinal Occupations, known as GRNW9107, executed 7/22/2025, by and between Great Northwest Railroad, L.L.C. (hereinafter "Railroad") and the Port of Lewiston (hereinafter "Applicant").

WITNESSETH THAT:

WHEREAS, Applicant entered into an License Agreement for Wire, Pipe And Cable Transverse Crossings and Longitudinal Occupations (hereinafter "Agreement"), to install one (1) buried transverse 18-in steel pipeline containing one (1) 8-inch PVC sanitary sewer pipeline located at Mile Post 69.74, at or near Lewiston, Nez Perce, Idaho (hereinafter "Facilities"), more particularly described and shown in said Agreement; and

WHEREAS, Applicant installed one (1) buried transverse 36-in steel pipeline containing one (1) 8-inch PVC sanitary sewer pipeline located at Mile Post 69.74 instead of one (1) 18-in steel pipeline; and

WHEREAS, Railroad is agreeable to such update; and

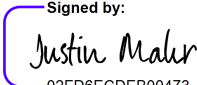
NOW THEREFORE, Applicant and Railroad (hereinafter, collectively, "the Parties"), in consideration of their mutual promises contained herein desire to amend the Agreement effective upon execution hereof as follows;

1. The Facilities are revised to one (1) buried transverse 36-in steel pipeline containing one (1) 8-inch PVC sanitary sewer pipeline located at Mile Post 69.74, at or near Lewiston, Nez Perce, Idaho as depicted on Exhibit A-1.
2. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. This Agreement may be validly executed and delivered by telephonic facsimile transmission, e-mail transmission, or other electronic means including, without limitation, through the use of DocuSign or similar service, and the signatures on such electronic copies, whether generated electronically or manually, shall be deemed to be original signatures.
3. This Addendum is supplemental to the Agreement, and the Parties agree that all of the terms and conditions of the Agreement, as herein supplemented or amended, shall remain in full force and effect, and that nothing herein contained shall be construed as amending or modifying the same except as specifically provided.

Signatures on following page

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum to be executed in duplicate as of
11/11/2025

GREAT NORTHWEST RAILROAD, L.L.C.
(as Railroad)

By:  Signed by:
Justin Mahr
02ED6ECDEB00473

Name: Justin Mahr

Title: Director Public Projects & Utility
Infrastructure

PORT OF LEWISTON
(as Applicant)

By: 

Name: Scott Corbitt

Title: General Manager

Case Number: 00076644

11/11/2025

 DS
SD

Exhibit A-1*Exhibit A on the following page***Summary Table**

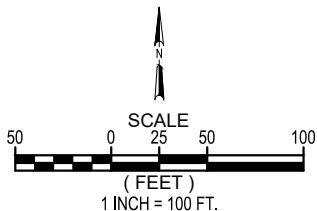
1.	Acknowledgment #	GRNW9107
2.	Railroad	Great Northwest Railroad, L.L.C.
3.	Applicant	Port of Lewiston
4.	Description of Work	install one (1) buried transverse 36-in steel pipeline containing one (1) 8-inch PVC sanitary sewer pipeline located at Mile Post 69.74
5.	City, County, State	Lewiston, Nez Perce, ID
6.	Mile Post	69.74
7.	Latitude/Longitudinal Coordinates	46.4280000000, -117.0270000000

ASBUILT FOR RAILPRO & WATCO REVIEW

Page 385 of 545

By: Alex Raymond
Save Date: 1/29/2025 1:58 PM
File Path: P:\PLEW0004\0400CAD\SHETS\Package 3 - Water, Sewer, & Riverbank\RR Water-Sewer Split Out\PLEW0004_Water And Sewer.dwg

1/29/2025 1:58 PM
Save Date: 1/29/2025 1:57 PM



GENERAL NOTES

- 1) EXISTING CHAIN LINK FENCE TO BE REMOVED AND RESET AS REQUIRED FOR PIPE INSTALLATION.
- 2) PROVIDE SURFACE RESTORATION IN ALL DISTURBED AREAS TO MEET OR EXCEED THE QUALITY OF THE SURFACES REMOVED.

SANITARY SEWER KEYNOTES

- 1 INSTALL 8" SANITARY SEWER LINE
- 2 INSTALL SANITARY SEWER MANHOLE
- 3 STEEL CASING PIPE BORING AND JACKING, 18" DIAMETER
- 4 FLOW METERING MANHOLE

DESIGNED: HRC

DESIGN CHECKED: DLW

DETAILED: AWRA

DRAWING CHECKED: HRC

REVIEWED BY:		DATE:	
NO.	DATE	REVISION	BY
1	3/11/25	ADDITIONAL PROFILE LABELS AT RR REQUEST	HRC



WATER & SEWER EXTENSION PROJECT

SANITARY SEWER PLAN

LEWISTON, IDAHO

DATE **3/11/2025**

~~1/29/2025~~

PROJECT NO. ----

SHEET NO. **UT-02**

2 OF 4

ASBUILT FOR RAILPRO & WATCO REVIEW



SEWER PIPE MARKER TO BE INSTALLED AT EDGE OF RR ROW
NOTE: EAST MARKER IS SLIGHTLY INSIDE RR ROW TO AVOID BEING PLACED IN MIDDLE OF ROAD

SEWER LINE CROSSING OF RR
LAT: 46.1480854
LONG: -117.4147888
(3699' EAST OF MP 69)

SEWER LINE MARKER
(SEE IMAGE, THIS SHEET)
LAT: 46.1480715
LONG: -117.4145916

SEWER LINE MARKER
(SEE IMAGE, THIS SHEET)
LAT: 46.1480722
LONG: -117.4150828

RECEIVING PIT
10'x20' TRENCH BOX
15'x27' JACK AND BORE RECEIVING PIT
SEE SHEET 4

40'x27' JACK AND BORE LAUNCHING PIT
SEE SHEET 4

Note: Proposed water system improvements have been removed from this plan sheet to provide clarity of sanitary sewer system improvements. Refer to separate water permit submittal package for water system improvements

EXISTING 8" SEWER LINE

EXISTING SSMH
STA 17+00.00

REMOVE CAP FROM EXISTING LINE AND CONNECT TO STUBBED 8" SANITARY SEWER LINE
STA 17+05.00

SSMH #1
STA 17+85.58
N 1637957.042
E 2202635.139
STA 18+01.39
N 1637955.181
E 2202650.837

STA 19+21.49
N 1637941.046
E 2202770.097

SSMH #2
STA 19+43.45
N 1637938.460
E 2202791.909

SSMH #3
STA 21+99.61
N 1637812.480
E 2203014.950

SSMH #4
STA 25+35.18
N 1637767.677
E 2203347.512

SSMH #5
STA 25+75.60
N 1637808.098
E 2203348.067

RETAIN & PROTECT
EXISTING 8" SEWER
MAIN

REMOVE CAP FROM STUBBED
LINE AND CONNECT TO EXISTING
8" SANITARY SEWER LINE
STA 25+98.75
N 1637821.390
E 2203366.856

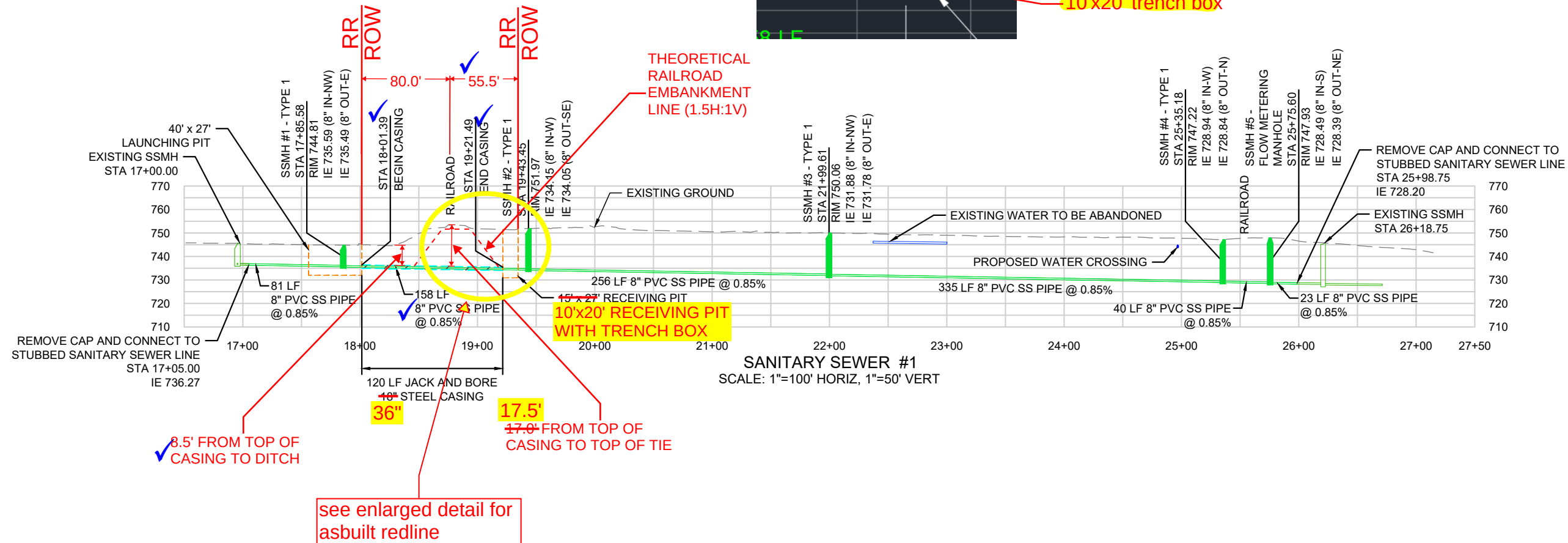
RETAIN AND
PROTECT EXISTING
8" SEWER MAIN

EXISTING SSMH
STA 26+18.75

REVISION 1

Note: Proposed water system improvements have been removed from this plan sheet to provide clarity of sanitary sewer system improvements. Refer to separate water permit submittal package for water system improvements

ASBUILT FOR RAILPRO & WATCO REVIEW



sta 18+82.36
— top of tie elev=754.00
top of 36" casing = 736.44

sta 19+15.49
top of slope (existing) elev = 752.0

sta 19+11.49
bottom of slope = 741.50

sta 19+21.49
— floor elev = 733.50

—10'x20' trench box



DESIGNED: HRC		REVIEWED BY:			DATE:	
DESIGN CHECKED: DLW		NO.	DATE	REVISION	BY	CK
DETAILED: AWRA		1	3/11/25	ADDITIONAL PROFILE LABELS AT RR REQUEST	HRC	
DRAWING CHECKED: HRC						



WATER & SEWER EXTENSION PROJECT

~~WATER AND SANITARY~~ SEWER PROFILE

LEWISTON, IDAHO

REVISION 1

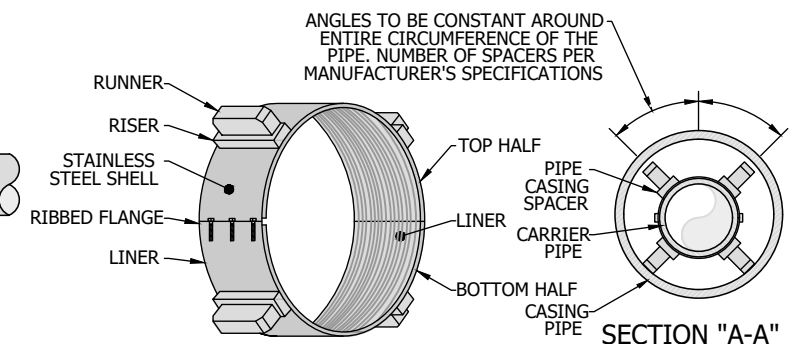
DATE 3/11/2025

PROJECT NO.

SHEET NO.

PR-01 3 4
4 OF 5

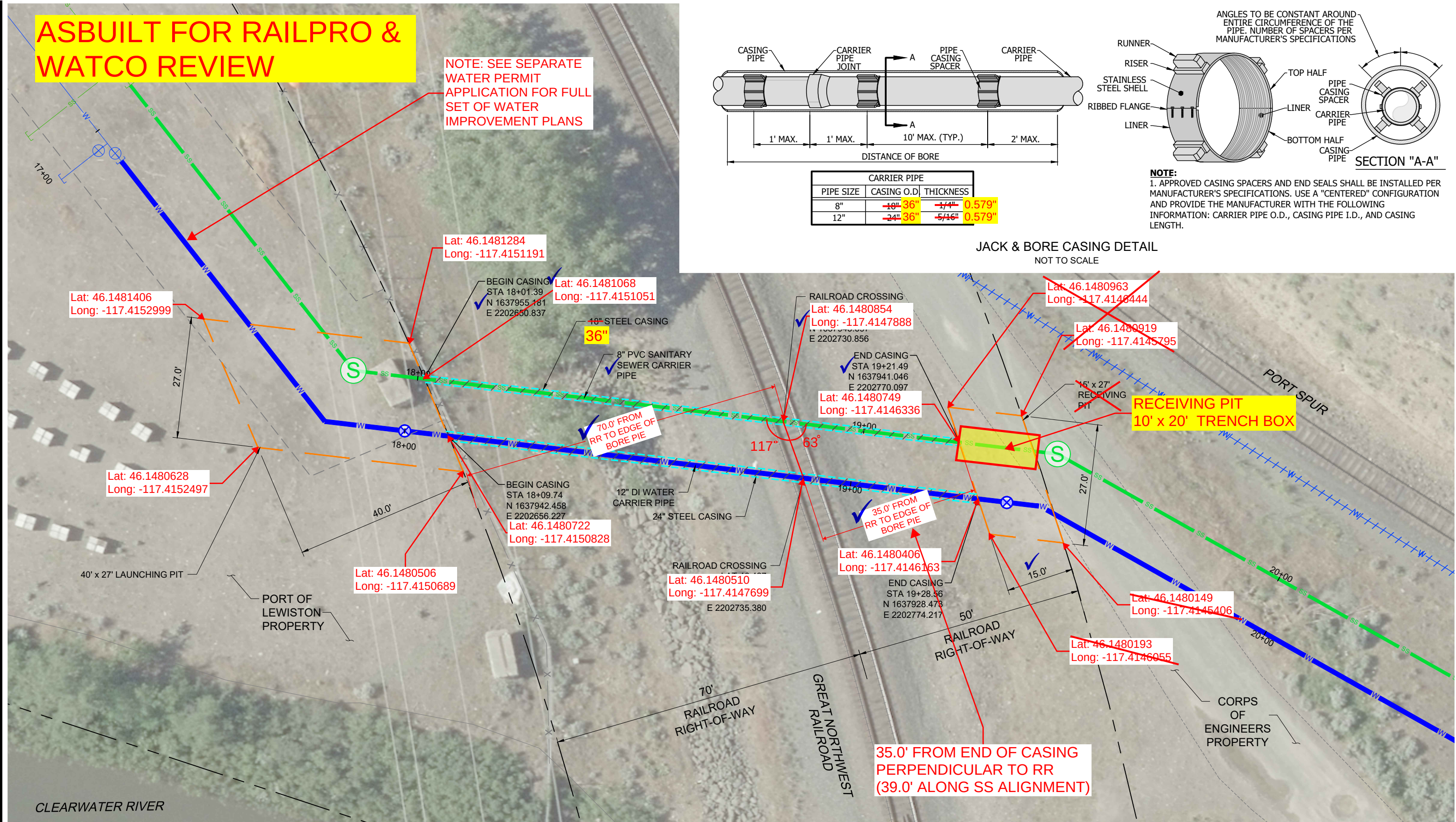
NOTE: SEE SEPARATE
WATER PERMIT
APPLICATION FOR FULL
SET OF WATER
IMPROVEMENT PLANS



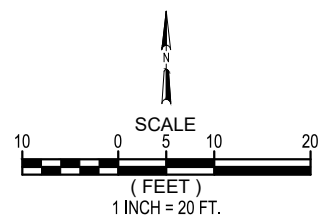
NOTE:
1. APPROVED CASING SPACERS AND END SEALS SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS. USE A "CENTERED" CONFIGURATION AND PROVIDE THE MANUFACTURER WITH THE FOLLOWING INFORMATION: CARRIER PIPE O.D., CASING PIPE I.D., AND CASING LENGTH.

CARRIER PIPE		
PIPE SIZE	CASING O.D.	THICKNESS
8"	18" 36"	1/4" 0.579
12"	24" 36"	5/16" 0.579

JACK & BORE CASING DETAIL
NOT TO SCALE



REVISION 1



DESIGNED: HRC

DESIGN CHECKED: DLW

DETAILED: AWRA

DRAWING CHECKED: HRC

REVIEWED BY:		DATE:	
NO.	DATE	REVISION	BY
1	3/11/25	ADDITIONAL PROFILE LABELS AT RR REQUEST	HRC



WATER & SEWER EXTENSION PROJECT

JACK AND BORE DETAIL

LEWISTON, IDAHO

DATE **3/11/2025**
~~1/29/2025~~

PROJECT NO.

SHEET NO.
DT-01 **4 4**
5 OF 5

GREAT NORTHWEST RAILROAD, L.L.C.
License Agreement for Wire, Pipe And Cable Transverse Crossings and Longitudinal
Occupations

7/22/2025

THIS AGREEMENT, made and entered into _____, between Great Northwest Railroad, L.L.C., a Delaware Limited Liability Company which has a mailing address at 315 West 3rd Street Pittsburg, KS 66762 party of the first part (hereinafter called "Railroad"), and Port of Lewiston a Idaho Municipality, having a mailing address at 1626 6th Avenue N Lewiston, ID 83501-1539 as party of the second part (hereinafter called "Licensee").

WITNESSETH, that said Railroad (which when used herein shall include any licensor, lessor, successor or assignee of or operator over its railroad) insofar as it has the legal right to do so, without warranty and subject to all encumbrances, covenants and easements to which the Railroad's title may be subject, and in consideration of the covenants and conditions hereinafter stated on the part of Licensee to be kept and performed, hereby permits, as a temporary license, Licensee to construct, maintain, repair, alter, renew, relocate and ultimately remove:

Licensee has submitted to Railroad an Application related to the proposed installation and construction of install one (1) buried transverse 18-in steel pipeline containing one (1) 8-inch PVC sanitary sewer pipeline located at Mile Post 69.74 at or near Lewiston, Nez Perce County, ID.

the same to be located in accordance with and limited to the installation shown on the diagram set forth in **EXHIBIT "A"** attached hereto and made part hereof (such right-of-way or property of Railroad).

Railroad hereby grants to Licensee, insofar as Railroad has the right to do so, in accordance with engineering plans, submitted by Licensee to and approved by the Railroad's Chief Engineer or his or her authorized representative, incorporated herein by reference, all and any part thereof being hereinafter referred to as the "**FACILITIES**"; said license, however, shall be under and subject to the following terms, covenants and conditions as hereinafter recited, which are hereby accepted and agreed to, by Licensee, to wit:

1. The Licensee shall pay to Railroad upon the execution hereof, the sum of \$1,750.00 as a one-time document processing fee and an annual license fee of \$900.00 on May 1st for the term of the Agreement, beginning upon execution hereof for the period 05/01/2025 through 04/30/2026 (annual fees to be adjusted as follows). Railroad reserves the right to make adjustments in these charges.

The annual license fee specified above shall be adjusted annually (beginning with the payment due 05/01/2026) and shall be changed by the greater of (i) 3% or (ii) the percentage increase as reflected in the "Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (1967=100)" specified for "All Items - United States" compiled by the Bureau of Labor Statistics of the United States Department of Labor (the "Index") as described below.

If applicable, the current base rent payable shall be changed in accordance with the following:

- (a) The current base rent shall be adjusted annually, commencing 05/01/2026.
- (b) Each adjustment shall be made with reference to the price index for the second month immediately preceding the effective date of each adjustment (Current Price Index).
- (c) Each such adjustment shall be made by determining the percentage change of the then Current Price Index over the price Index for the full calendar month of May 2025 ("Base Price Index").
- (d) Such percentage shall be computed by (i) obtaining the difference between the Current Price Index and the Base Price Index and (ii) dividing such difference by the Base Price Index.
- (e) The percentage thus determined shall be multiplied by the then applicable current base rent hereinabove set forth, and the product thus determined shall represent the change payable in addition to the current base rent until a subsequent adjustment shall be made under this section.

In the event the Index shall hereafter be converted to a different standard of reference base or otherwise revised, the determination of the percentage change shall be made with the use of such conversion factor, formula, or table for converting the Index as may be published by the Bureau of Labor Statistics or, if said Bureau shall not publish the same, then as shall be reasonably determined by Railroad. Railroad shall provide prior notice to Licensee of all increases in rent and, upon request from Licensee, shall provide the calculation used to determine the current base rent.

2. (a) Licensee shall, at its expense, construct and maintain in exact accordance with said construction plans and for the purpose as outlined in Page 1. No departure shall be made at any time there from except upon prior written permission granted by the Railroad's Chief Engineer or his or her authorized representative, provided, however, that if any commission or other regulatory body duly constituted and appointed in compliance with the laws of the State in which the installation or occupancy herein provided is situated, and having jurisdiction in the premises, has by ruling or other general order determined and fixed the manner and means of construction, maintenance, repair, alteration, renewal, relocation or removal thereof, then said ruling or general order shall prevail for the crossing or occupancy herein mentioned.
- (b) The work of constructing, maintaining, repairing, altering, renewing, relocating or removing the said Facilities shall be done under such general conditions as will be satisfactory to and approved by the Railroad's Chief Engineer or his or her authorized representative, and as will not interfere with the operations of the Railroad, endanger persons or property of Railroad, or interfere with the enjoyment of the property of Railroad. With respect to each operations project that requires access to the Premises, Railroad shall, at Railroad's option, furnish, at the sole expense of Licensee, any necessary inspectors, flagmen or watchmen to see that personnel, equipment and materials are kept a safe distance away from the tracks of Railroad, to support Railroad's tracks and to protect Railroad's traffic.
- (c) In addition to, but not in limitation of any of the foregoing provisions, if at any time, at Railroad's option, should deem inspectors, observers, monitors, flagmen or watchmen desirable or necessary to protect its operations or property, or its employees, patrons or Licensees during the work of construction, maintenance, repair, alteration, renewal, relocation or removal of said Facilities, of Licensee, Railroad shall have the right to place such inspectors, observers, monitors, flagmen, or watchmen at the sole risk, cost and expense of Licensee, which covenants and agrees to bear the full cost and expense thereof and to promptly reimburse Railroad upon demand. The furnishing or failure to furnish inspectors, flagmen, or watchmen by Railroad, however, shall not release Licensee from any and all other liabilities assumed by Licensee under the terms of this Agreement. Furthermore, Railroad may require Licensee and/or its Contractor to secure construction observation through Railroad's approved observer named below during all construction and installation work. Licensee is to directly contact and coordinate services with Railroad's approved observer.

RailPros Field Services

Email: Watco.Utility@railpros.com

Copy: Utilities.office.staff@railpros.com

682-223-5271

3. Licensee shall enter the Premises in any given instance only pursuant to an approved Application. Prior to commencement of any work to be performed on or about the Premises, Licensee shall notify the appropriate Railroad General Manager or their authorized representative for the scheduling of protection services. Within seventy-two (72) hours after the General Manager's actual receipt of such notification, the General Manager shall review the necessity and availability of flagman or other protection services for the proposed work and advise Licensee of such matters and the estimated cost of protection services. No work shall be permitted on or about the Premises without the presence of Railroad's protection services or the General Manager's waiver of the requirement for protection services. Entry on or about the Premises or any other Railroad's right-of-way without the General Manager's prior approval shall be deemed trespassing. Licensee agrees to pay Railroad, within thirty (30) days after delivery of an invoice, for the cost of protection services provided by or on the behalf of Railroad.
4. The Premises shall be used by Licensee only for the operations of the Facilities and for no other purposes. Licensee accepts the Premises in their current "as is" condition, as suited for operations, and without the benefit of any improvements to be constructed by Railroad. If Licensee desires or is required, as herein provided, to revise, renew, add to or alter in any manner whatsoever the aforementioned Facilities, it shall submit an application with plans conforming to Railroad's then-current standards and procedures and obtain the written approval of the Railroad's Chief Engineer or his or her authorized representative thereto before any work or alteration of the facility is performed

and the terms and conditions of this Agreement with respect to the original construction shall apply thereto. Railroad reserves the right to make adjustments in the rental charges.

5. (a) Licensee shall at all times be obligated to promptly maintain, repair, reinforce and renew said Facilities; and shall, upon notice from Railroad requiring it so to do, promptly make such repairs and renewals thereto as may be required by Railroad; or Railroad, for the purpose of protecting and safeguarding its property, traffic, patrons or employees from damage or injury, may with or without notice to Licensee at any time make such repairs and renewals there to and furnish such material therefore as it deems adequate and necessary all at the sole cost and expense of Licensee.

(b) In the event of an emergency, Licensee will take immediate steps to perform any necessary repairs, and in the event, Licensee fails so to do, Railroad will perform said necessary repairs at the sole cost and expense of Licensee.
6. (a) The supervision over the location of the construction work and inspection of the Facilities and the approval of the material used in construction, maintenance, repair, alteration, renewal, relocation and removal of the aforesaid Facilities covered by this Agreement shall be within the jurisdictional rights of Railroad.

(b) The right of supervision over the location of the construction work and inspection of the Facilities from time to time thereafter by Railroad, shall extend for an appropriate distance on each side of the property of Railroad as the method of construction and materials used may have an important bearing upon the strength and stability of the Facilities over, under, upon or in the property of Railroad.
7. Licensee shall comply with all Federal, State and Local laws, and assume all cost and expense and responsibility in connection therewith, without any liability whatsoever on the part of the Railroad.
8. (a) It is understood between the parties hereto that the operations of Railroad at or near the Facilities involve some risk, and Licensee as part of the consideration for this license hereby releases and waives any right to ask for or demand damages for or account of loss of or injury to the Facilities (and contents thereof) of Licensee that are over, under, upon or in the property and facilities of Railroad including the loss of or interference with service or use thereof and whether attributable to the fault, failure or negligence of Railroad or otherwise.

(b) And Licensee also covenants and agrees to and shall at all times indemnify, protect and save harmless Railroad from and against all cost or expense resulting from any and all losses, damages, detriments, suits, claims, demands, costs and charges which the said Railroad may directly or indirectly suffer, sustain or be subjected to by reason or on account of the construction, placement, attachment, presence, use, maintenance, repair, alteration, renewal, relocation or removal of said Facilities in, on, about or from the premises of Railroad whether such losses and damages be suffered or sustained by Railroad directly or by its employees, patrons or licensees, or be suffered or sustained by other persons or corporations, including Licensee, its employees and agents who may seek to hold Railroad liable therefore, and whether attributable to the fault, failure or negligence of Railroad or otherwise, except when proved by Licensee to be due directly to the sole negligence of Railroad. **IRRESPECTIVE OF THE ABOVE AND REGARDLESS OF THE FAULT OF RAILROAD, UNDER NO CIRCUMSTANCES SHALL RAILROAD HAVE ANY LIABILITY TO THE OTHER PARTY, THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, OR THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, OR OTHER INDIRECT LOSS OR DAMAGES, PUNITIVE, OR EXEMPLARY DAMAGES OR COSTS HOWSOEVER CAUSED ON ACCOUNT OF THE CONSTRUCTION, PLACEMENT, ATTACHMENT, PRESENCE, USE, MAINTENANCE, REPAIR, ALTERATION, RENEWAL, RELOCATION OR REMOVAL OF SAID FACILITIES IN, ON, ABOUT OR FROM THE PREMISES OF RAILROAD DESCRIBED HEREIN AND LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS RAILROAD FROM THE SAME.**

(c) If a claim or action is brought against either party and for which the other party may be responsible hereunder in whole or in part, such other party shall be notified and permitted to participate in the handling or defense of such matter.
9. All cost and expenses in connection with the operation, construction, maintenance, repair, alteration, renewal, relocation and removal of said Facilities shall be borne by Licensee, and in the event of work being performed or material furnished by Railroad under the stipulated right to perform such work of construction, maintenance, repair, alteration, renewal, relocation or removal under any section hereof, Licensee agrees to pay to Railroad the actual cost of material plus the current applicable overhead percentages for storage, handling, transportation, purchasing and other related material management expenses and the actual cost of labor plus the current applicable overhead percentages

as developed and published by the accounting department of Railroad for fringe benefits, payroll taxes, administration, supervision, use of tools, machinery and other equipment, supplies, employers liability insurance, public liability insurance and other insurance, taxes and all other indirect expenses. It is to be understood that the aforementioned material and labor overhead charges are to be applied at the rates which are effective at the time of the performance of any work by employees of Railroad on the said Facilities. Licensee agrees to pay such bills within thirty (30) days of the presentation thereof by Railroad.

10. Licensee shall, at its sole cost and expense, upon thirty (30) days prior written notice from Railroad, promptly change the location of said Facilities covered by this Agreement, where located over, under, upon and along, or in the property and facilities of Railroad, to another location, to permit and accommodate changes of grade or alignment and improvement in or additions to the facilities of Railroad upon land now or hereafter owned or used by Railroad to the intent that said construction shall at all times comply with the terms and conditions of this Agreement with respect to the original construction; or in the event of the lease, sale or disposal of the premises or any part thereof encumbered by this license, then said Licensee shall make such adjustments or relocations in its Facilities as are over, under, upon and along or in the property and facilities of Railroad as may be required by said Railroad or its grantee; and if Licensee shall fail or refuse to comply therewith, then the duly authorized agents of Railroad may make such repairs or adjustments or changes in location and provide necessary material therefore.
11. In the event the Facilities consist of an underground occupation, Licensee will be responsible for any settlement caused to the roadbed, right of way and/or tracks, facilities and appurtenances of Railroad arising from or as a result of the installation of the said Facilities for a period of one (1) year subsequent to the date of completion of the installation, and Licensee agrees to pay to Railroad on demand the full cost and expense, therefore.
12. If the Facilities cause degradation of Railroad's signal, communications and other electronic systems or endanger Railroad's personnel or other individuals entitled to be on or about the Premises, through inductive or electrostatic interference or otherwise, Licensee, at its expense shall immediately remedy any inductive interference to the satisfaction of Railroad growing out of or resulting from the presence of its Facilities; and if Licensee should fail so to do, then Railroad may take any/all corrective measures deemed necessary. The provisions of this Section 12 shall apply to the Electronic Systems existing as of the date of this Agreement and to any Electronic Systems that Railroad may install in the future.
13. If Licensee fails to take any corrective measures requested by Railroad in a timely manner, or if an emergency situation is presented which, in Railroad's sole judgement, requires immediate repairs to the Facilities, Railroad, at Licensee's expense, may undertake such corrective measures or repairs as it deems necessary or desirable.
14. As part of the consideration of the within Agreement, Licensee covenants and agrees that no assessments, taxes or charges of any kind shall be made against Railroad or its property by reason of the construction of said Facilities of Licensee, and Licensee further covenants and agrees to pay to Railroad promptly upon bills rendered therefore the full amount of any assessments, taxes or charges of any kind which may be levied, charged, assessed or imposed against Railroad or its property by reason of the construction and maintenance of said Facilities of Licensee.
15. (a) The rights conferred hereby shall be the privilege of Licensee only, and Licensee shall not assign, transfer, sell, mortgage, encumber, sublease or otherwise convey (whether voluntarily, or involuntarily or by operation of law) this Agreement or any interest therein, nor license, mortgage, encumber or otherwise grant to any other person or entity (whether voluntarily, involuntarily or by operation of law) any right of privilege in or to the Premises (or any interest therein), in whole or in part, without the prior written consent of Railroad, which consent may be withheld by Railroad in its sole discretion. Any such assignment or other transfer made without Railroad's prior written consent shall be null and void and, at Railroad's option, shall constitute an immediate default of this Agreement. Notwithstanding the foregoing, upon prior written notice to Railroad, Licensee or a wholly owned subsidiary of Licensee's part without Railroad's consent; provided, however, that no such assignment shall relieve Licensee of its obligations under this Agreement.

(b) Railroad shall have the right to transfer and assign, in whole or in part, all its rights and obligations hereunder and in or to the Premises. From and after the effective date of any such assignment or transfer, Railroad shall be released from any further obligations hereunder; and Licensee shall look solely to such successor-in-interest of Railroad for the performance of the obligations of "Railroad" hereunder.
16. This Agreement shall take effect after signed by both parties. This Agreement will automatically renew for one (1) year terms thereafter if neither party submits in writing the desire to terminate.

17.
 - (a) This Agreement with the rights granted may be terminated at any time by either party hereto upon not less than thirty (30) days' written notice to the other; and upon the expiration of the said thirty (30) days after service of such notice, this Agreement and the permission and privileges hereby granted shall absolutely cease and terminate.
 - (b) The Facilities are and shall remain the personal property of Licensee. Prior to the expiration or termination of this Agreement, Licensee shall remove the Facilities from the Premises after receiving written approval from the Railroad. In performing such removal, unless otherwise directed by Railroad, Licensee shall restore the Premises to the same condition as existed prior to the installation or placement of Facilities, reasonable wear and tear excepted. In the event Licensee shall fail to so remove the Facilities or restore the Premises, the Facilities shall be deemed to have been abandoned by Licensee, and the same shall become the property of Railroad for Railroad to use, remove, destroy or otherwise dispose of at its discretion and without responsibility for accounting to Licensee therefor; provided, however, in the event Railroad elects to remove the Facilities, Railroad, in addition to any other legal remedy it may have, shall have the right to recover from Licensee all costs incurred in connection with such removal and the restoration of the Premises. Notwithstanding anything to the contrary contained in this Agreement, the expiration or termination of this Agreement, whether by lapse of time or otherwise, shall not relieve Licensee from Licensee's obligations accruing prior to the expiration or termination date, and such obligations shall survive any such expiration or other termination of this Agreement.
 - (c) If Licensee shall fail to install the Facilities within one (1) year from the date of the Agreement, or if Licensee shall discontinue the use or operation of the Facilities for one (1) year. Railroad may, at its sole discretion, terminate this Agreement by written notice to Licensee.
18. Automobile mileage charges incurred by aforementioned Railroad inspectors, flagmen or watchmen in connection with the installation, maintenance, etc., of said Facilities will be based on allowances approved by the United States Government in effect at the time the expenses are incurred.
19. Environmental Compliance
 - 19.1 Licensee represents that it has conducted a complete inspection of the Facilities and except as noted herein, finds the Facilities to be reasonably free from pollution-induced conditions.
 - 19.2 Licensee assumes all responsibility for any environmental obligations imposed under applicable laws, regulations, ordinances or other requirements of federal, state and local governmental authorities relating to (a) any operations, including notification and reporting of any releases, and (b) any contamination of any property, water, air, or groundwater arising or resulting, in whole or in part, from Licensee's operations or use the Premises pursuant to this Agreement. Licensee agrees to indemnify and hold harmless Railroad from and against any and all fines, penalties, demands or other Losses (including attorneys' fees) incurred by Railroad or claimed by any person, company or governmental entity relating to (a) any contamination of any property, water, air or grand water due to the use or presence of the Facilities on the Premises, (b) Licensee's violation of any laws, regulations or other requirements of federal, state or local governmental authorities in connection with the use or presence of the Facilities on the Premises, or (c) any violation of Licensee's obligations.
 - 19.3 Without limiting any other provisions of this Agreement, Licensee, at its expense, will at all times maintain and keep the Facilities and all improvements and property now or hereafter erected or placed thereon, including but not limited to, the structures, equipment, and operations, in compliance with all federal, state, and local laws, rules and regulations designed to prevent or control the discharge of substances in the land, water, or air, and Licensee agrees to indemnify, hold harmless and defend Railroad from and against any and all fines, penalties, demands, suits, actions, proceedings, fines, claims, losses (including attorneys' fees) or the cleanup, response, removal or remediation of any environmental condition arising from or alleged to arise from a violation of any such environmental law, rule, or regulation, unless and except where such violation shall have been caused solely by the fault of the Railroad.
 - 19.4 Without limiting any other provision of this Agreement, Railroad shall have the right to enter and inspect the Facilities in order to determine whether Licensee is complying with such laws, rules, and regulations, but no such inspection or absence of inspection by Railroad shall be construed to relieve Licensee of its obligations to comply with all such laws, rules and regulations.

- 19.5 In the event any cleanup, response, removal or remediation of any environmental condition is required by a governmental entity (hereinafter collectively referred to as "Response Action"), Licensee shall not be entitled to any damages, actual or consequential, by reason of the Response Action's interference with Licensee's use of the Facilities. Licensee shall not be entitled to abatement in the rent for any interference with Licensee's use of the Facilities due to a Response Action. Licensee shall permit Railroad and its contractor's full, unrestricted and unconditional access to the Facilities for the purpose of completing or engaging in a Response Action for which Licensee is responsible should Licensee fail to diligently pursue and complete such Response Action to the satisfaction of Railroad. Railroad's completion of any Licensee's obligations hereunder shall not be deemed a waiver of Licensee's obligations under this Agreement. Railroad shall have the right, but not the obligation, to conduct reasonable inspections of Licensee's Response Action and Licensee shall provide Railroad all information requested by Railroad regarding Licensee's Response Action or any environmental condition for which Licensee is responsible.
20. This Agreement contains the entire agreement of Railroad and Licensee and supersedes any prior understanding or agreement between Railroad and Licensee respecting the subject matter hereof, and no representations, warranties, inducements, promises or agreements, oral or otherwise, between the parties not embodied in this Agreement shall be of any force or effect.
21. Licensee shall, at its sole cost and expense, procure and maintain during the life of this Agreement the insurance coverage as outlined in **EXHIBIT "B"**.
22. (a) Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Railroad's property performed by Licensee or its contractor, and takes precedence over any work on Licensee's Facilities to be performed by Licensee or its contractors. Licensee shall be responsible for initiating, maintaining and supervising all safety operations and programs in connection with any work on Licensee's Facilities.
- (b) Licensee shall keep the job site on Railroad property free from safety and health hazards and ensure that their employees are competent and adequately trained in safety and health aspects of the work.
- (c) Licensee represents and warrants that all parts of the Licensee's Facilities within and outside of the limits of Railroad property will not interfere whatsoever with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of Railroad, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof.
23. Any Notice required or permitted to be served under the terms of this Agreement shall be sent by certified mail, postage fully prepaid, and return receipt requested, to the parties at the following addresses:
- To Railroad: Great Northwest Railroad, L.L.C.
315 West 3rd Street
Pittsburg, KS 66762
Attn: Manager – Real Estate
- To Licensee: Port of Lewiston
1626 6th Avenue N
Lewiston, ID 83501-1539
Attn: Scott Corbitt
- or at such other address as the respective parties may from time to time give notice of.
24. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. This Agreement may be validly executed and delivered by telephonic facsimile transmission, e-mail transmission, or other electronic means including, without limitation, through the use of DocuSign or similar service, and the signatures on such electronic copies, whether generated electronically or manually, shall be deemed to be original signatures.

The terms of this Agreement shall be binding and effective upon all the parties hereto, and unless and until terminated, as hereinbefore provided, this Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns, subject, however, to the provisions of Article “15” of this Agreement.

IN WITNESS WHEREOF, the said parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

GREAT NORTHWEST RAILROAD, L.L.C.
(as Railroad)

By:

Signed by:

Justin Mahr

02FD6ECDEB00473...

Name: Justin Mahr

Title: Director Public Projects & Utility Infrastructure

PORT OF LEWISTON
(as Licensee)

By:

SMC

Name: Scott Corbitt

Title: General Manager

Case Number: 00074536

7/22/2025

DS

SD

Exhibit A Summary*Exhibit A on the following page***Summary Table**

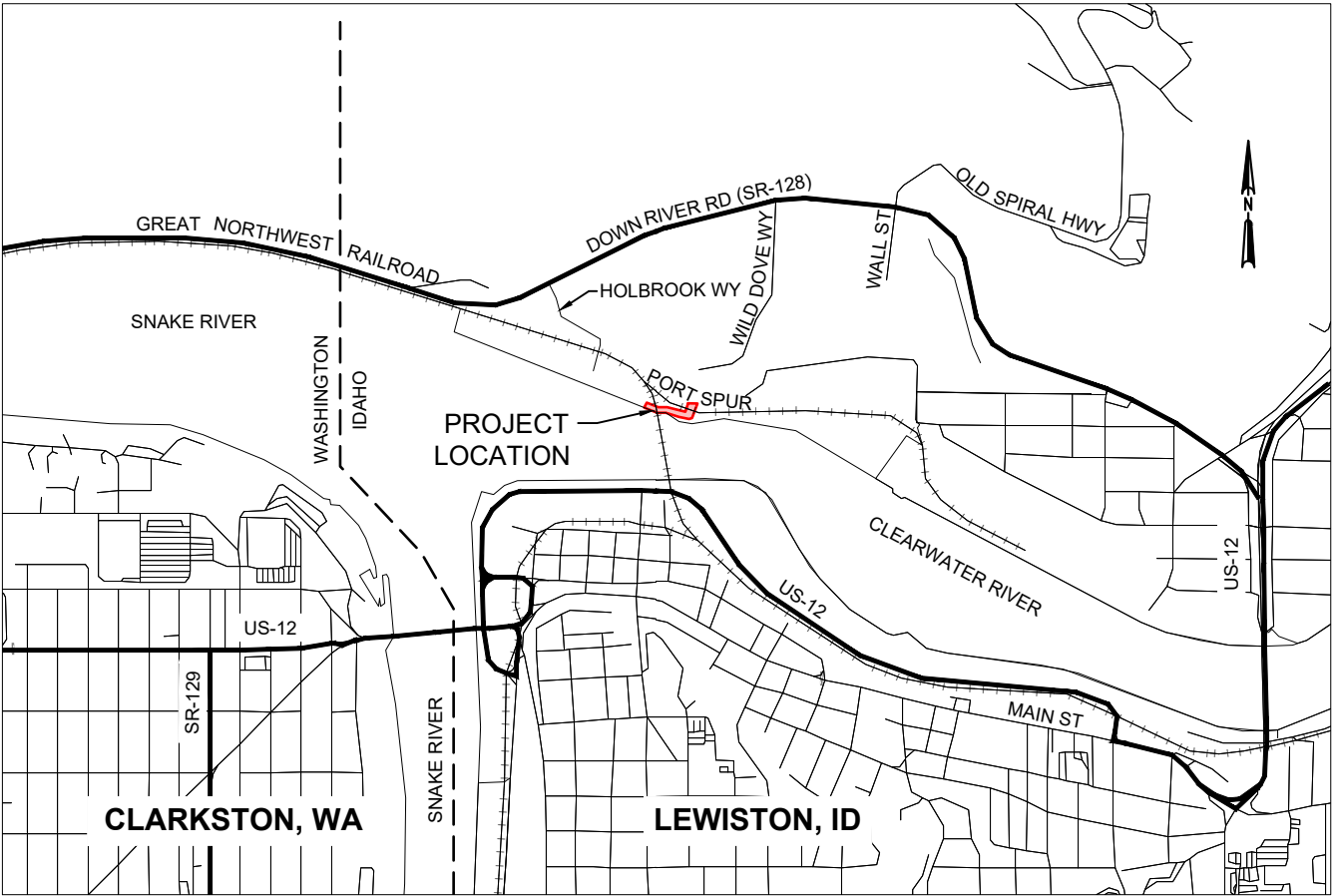
1.	License #	GRNW9107
2.	Railroad	Great Northwest Railroad, L.L.C.
3.	Licensee	Port of Lewiston
4.	Description of Work	install one (1) buried transverse 18-in steel pipeline containing one (1) 8-inch PVC sanitary sewer pipeline located at Mile Post 69.74
5.	City, County, State	Lewiston, Nez Perce, ID
6.	Mile Post	69.74
7.	Latitude/Longitudinal Coordinates	46.42800000000, -117.02700000000

SANITARY SEWER CROSSING
EXHIBIT FOR RAILROAD
PERMIT GRNW9107

PORT OF LEWISTON
WATER & SEWER EXTENSION PROJECT
LEWISTON, IDAHO

SHEET INDEX		
SHEET NO.	SHEET ABBR.	SHEET TITLE
1	CV-01	COVER SHEET
2	UT-01	WATER AND PLAN
3	UT-02	SANITARY SEWER PLAN
4	PR-01	WATER AND SANITARY SEWER PROFILE
5	DT-01	JACK AND BORE DETAIL

Note: Proposed water main improvements are not shown on specific sheets of this plan set in order to provide clarity of sanitary sewer improvements. Refer to separate water permit submittal package for water system improvements



VICINITY MAP
SCALE: NTS

ABBREVIATIONS			
AC	ACRE	LF	LINEAR FEET
ABBR.	ABBREVIATION	MAX.	MAXIMUM
APPROX.	APPROXIMATE	MH	MANHOLE
DI	DUCTILE IRON	MIN.	MINIMUM
DIA.	DIAMETER	N	NORTH
E	EAST	NO.	NUMBER
EG	EXISTING GROUND	NTS	NOT TO SCALE
EL	ELEVATION	PVC	POLYVINYL CHLORIDE
EX	EXISTING	RR	RAILROAD
FG	FINISHED GRADE	S	SOUTH
FT	FEET	SS	SANITARY SEWER
HORIZ	HORIZONTAL	STA	STATION
I.D.	INNER DIAMETER	TYP.	TYPICAL
IE	INVERT ELEVATION	VERT	VERTICAL
IN.	INCH	W	WEST
HORIZ	HORIZONTAL		

GENERAL NOTES

- ALL CONSTRUCTION NOT SPECIFICALLY MENTIONED OR SHOWN SHALL CONFORM TO CITY ORDINANCES AND STANDARDS.
- A RIGHT-OF-WAY PERMIT SHALL BE OBTAINED THROUGH THE PUBLIC WORKS DEPARTMENT PRIOR TO ANY WORK BEGINNING WITHIN PUBLIC RIGHT-OF-WAY. A CERTIFIED TRAFFIC CONTROL SUPERVISOR IS REQUIRED TO SUBMIT A PLAN FOR ANY VEHICULAR OR PEDESTRIAN TRAFFIC MODIFICATIONS.
- SITE DISTANCES FOR ABUTTING PROPERTIES, DRIVEWAYS, AND INTERSECTIONS SHALL BE MAINTAINED.
- EROSION AND DUST CONTROL MEASURES MUST BE USED DURING CONSTRUCTION TO REDUCE OR ELIMINATE BLOWING DUST, EXCESSIVE RUNOFF AND SOIL EROSION ACROSS PROPERTY LINES AND INTO STREETS AND RIGHT-OF-WAY, AND TO ELIMINATE TRACKING SOIL AND MUD ONTO STREETS FROM CONSTRUCTION EQUIPMENT AND VEHICLES. THE CONTRACTOR IS RESPONSIBLE FOR STREET CLEANUP AT THE END OF EACH SHIFT.

DEVELOPMENT CONTACTS

OWNER
PORT OF LEWISTON
1626 6TH AVE N
LEWISTON, IDAHO 83501
CONTACT: JEN BLOOD,
OPERATIONS MANAGER
PH: 208-743-5531
EMAIL: JEN@PORTOFLEWISTON.COM

ENGINEER
DAVID EVANS AND ASSOCIATES, INC.
908 N. HOWARD ST, SUITE 300
SPOKANE, WA 99201
CONTACT: HEATHER CALKINS
PH: 509-252-5867
EMAIL: HEATHER.CALKINS@DEAINC.COM

UTILITY CONTACTS

CITY OF LEWISTON - WATER / WASTEWATER
CONTACT: BRYAN LACY
208-746-1316
BLACY@CITYOFLEWISTON.COM

AVISTA CORPORATION - ELECTRICITY / GAS
CONTACT: NATHAN VONLINDERN
505-590-8742
NATHAN.VONLINDERN@AVISTACORP.COM

RAILROAD CONTACT

OMEGA
CONTACT: DAVID ARNHOLTER, CONTRACTS ADMINISTRATOR
615-627-0957
DARNHOLTER@OMEGARAIL.COM

DATUM

HORIZONTAL: LOCAL GROUND/NAD83
VERTICAL: NAVD 88 (GEOID12B)

IMPROVEMENT QUANTITIES

WATER MAIN	787 LF
SANITARY SEWER MAIN	894 LF
SANITARY SEWER MANHOLES	5 EA

REVISION 1



DESIGNED: HRC	REVIEWED BY:	DATE:	BY:	CK:
DESIGN CHECKED: DLW	NO. 1	DATE 3/11/25	REVISION ADDITIONAL PROFILE LABELS AT RR REQUEST	HRC
DETAILED: AWRA				
DRAWING CHECKED: HRC				

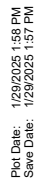


WATER & SEWER EXTENSION PROJECT

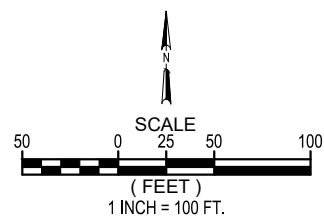
COVER SHEET

LEWISTON, IDAHO

DATE	3/11/2025
PROJECT NO.	----
SHEET NO.	CV-01
	1 OF 5



- 1 INSTALL 8" SANITARY SEWER LINE
- 2 INSTALL SANITARY SEWER MANHOLE
- 3 STEEL CASING PIPE BORING AND JACKING, 18" DIAMETER
- 4 FLOW METERING MANHOLE



DESIGNED: HRC	NO. 1	REVIEWED BY:		DATE:		
DESIGN CHECKED: DLW		DATE	REVISION		BY	CK
		3/11/25	ADDITIONAL PROFILE LABELS AT RR REQUEST		HRC	
DETAILED: AWRA						
DRAWING CHECKED: HRC						

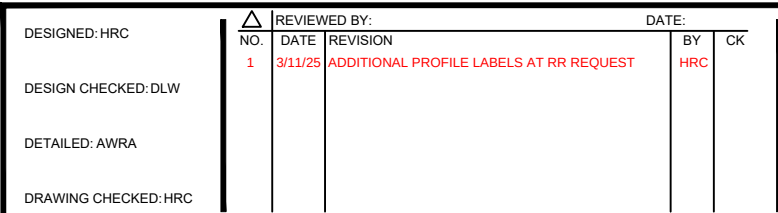


SANITARY SEWER PLAN

DATE **3/11/2025**
~~1/29/2025~~

PROJECT NO.

SHEET NO.
UT-02 **2** **4**
2 OF 5

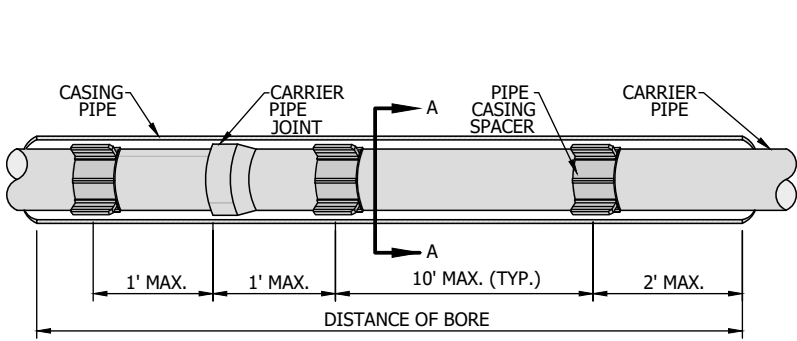
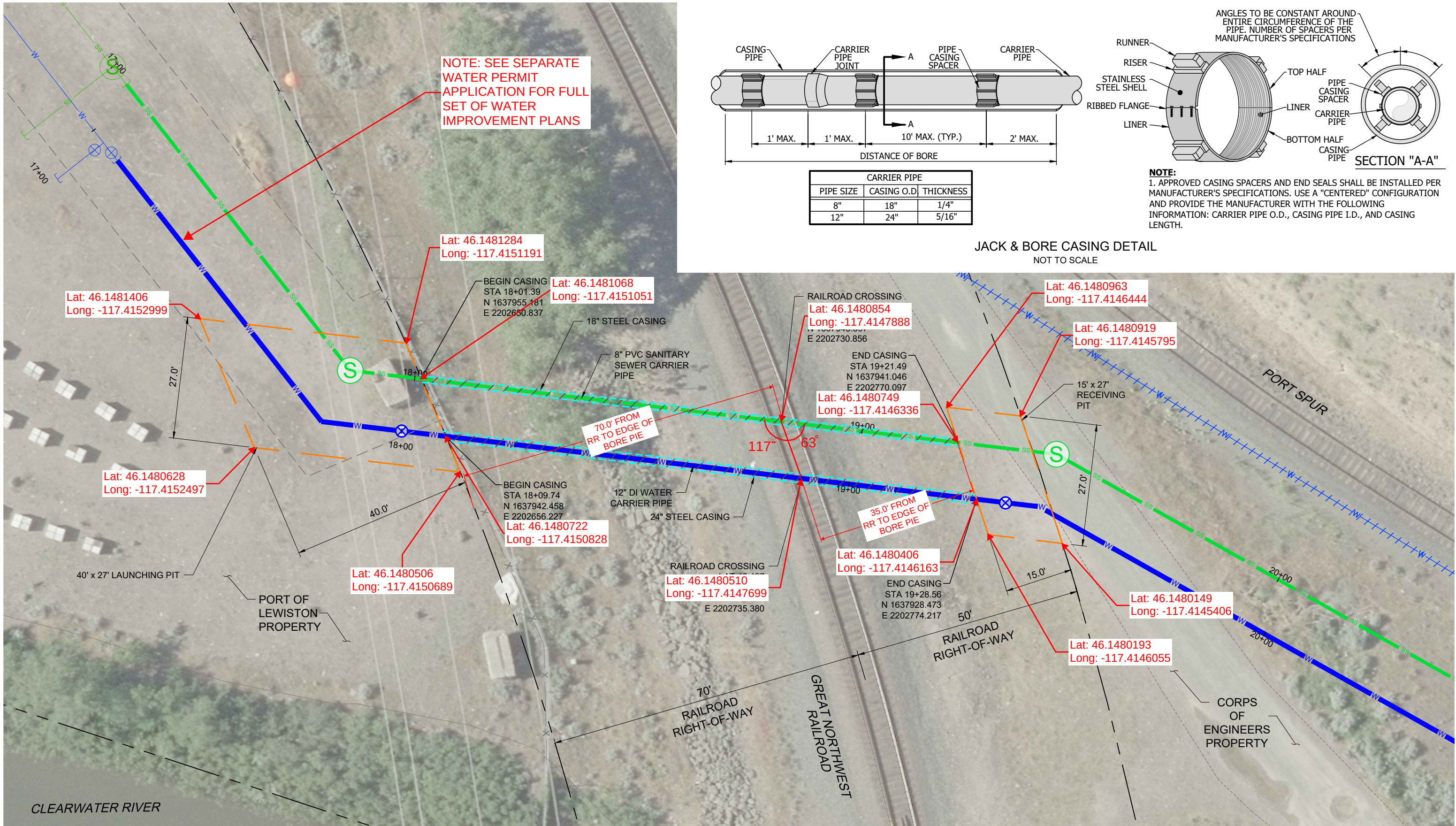


DATE **3/11/2025**
~~1/29/2025~~

PROJECT NO.

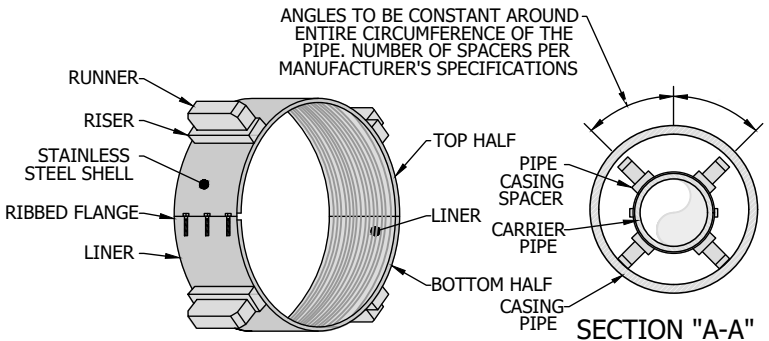
SHEET NO.

PR-01 **3** **4**
4 OF 5



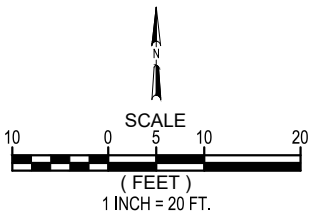
CARRIER PIPE		
PIPE SIZE	CASING O.D.	THICKNESS
8"	18"	1/4"
12"	24"	5/16"

JACK & BORE CASING DETAIL
NOT TO SCALE



NOTE:
1. APPROVED CASING SPACERS AND END SEALS SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS. USE A "CENTERED" CONFIGURATION AND PROVIDE THE MANUFACTURER WITH THE FOLLOWING INFORMATION: CARRIER PIPE O.D., CASING PIPE I.D., AND CASING LENGTH.

By: Alex Raymond
Save Date: 1/29/2025 1:57 PM



DESIGNED: HRC	NO. 1	DATE 3/11/25	REVISION	DATE	BY HRC	CK
DESIGN CHECKED: DLW			ADDITIONAL PROFILE LABELS AT RR REQUEST			
DETAILED: AWRA						
DRAWING CHECKED: HRC						



WATER & SEWER EXTENSION PROJECT

JACK AND BORE DETAIL

LEWISTON, IDAHO

DATE	3/11/2025
PROJECT NO.	----
SHEET NO.	DT-01
	4 OF 5



Application for New Pipeline or Supplement to Existing Permit No. _____

Contents to be handled:	Sanitary Sewer	Sanitary Sewer
Normal operating pressure:	N/A - Gravity Flow	N/A
Outside diameter:	8.625"	18"
Inside diameter:	7.981"	16.876"
Wall thickness:	0.3"	0.562"
Weight per foot:		
Material:	PVC	Steel
Process of manufacture:		
Specification:	ASTM 3034	ASTM A139
Grade or class:	SDR 35	Grade B
Test pressure:	500 psi	35,000 psi
Type of joint:		
Type of coating:	N/A	N/A
Details of cathodic protection:	N/A	N/A
Details of seal or protection at ends of casing:	3/8" neoprene seal with	3/8" neoprene seal with
Method of installation:		
Character of subsurface material at the crossing location:		
Approximate ground water level:		
Source of information on subsurface conditions (borings, test pits or other):		

Note: Any soil investigation made on property shall be performed under the supervision of property owner's chief engineer.



**DAVID EVANS
AND ASSOCIATES INC.**

February 4, 2025

Adrienne Myers
Real Estate Manager II
RailPros
109 Westpark Dr, Ste 440
Brentwood, TN 37027-5063

SUBJECT: GRNW9105 & GRNW9107 – Waiver request for bore pit w/in railroad right-of-way

Dear Adrienne,

Please accept this letter as a formal waiver request for the Port of Lewiston's Water and Sewer Extension Project that will cross railroad property. The intent of this waiver is to request that the receiving pit of the jack and bore operation for water (GRNW9105) and sanitary sewer (GRNW9107) pipeline installation be allowed to fall within the railroad right-of-way.

The Port's planned water and sewer extension project proposes to jack and bore a water main line and a sanitary sewer line under the railroad at approximate MP 69.70. The jack and bore operation will be completed using a guided auger boring which will require a launching and receiving pit. The water and sewer lines have been designed to have the minimum required separation so they can share common jack and bore pits which will minimize site disturbance impacts. The launching pit is the larger of the pits and will be contained within a 40'x27' area. Per the railroad's request, the launching pit and the start of the jack and bore operation has been placed outside the railroad's right-of-way. The receiving pit is the smaller pit with an estimated footprint of 15'x27'. Site conditions don't facilitate placing the receiving pit outside of the railroad's right-of-way. The receiving pit will be placed within railroad right-of-way a minimum of 35' from existing track center line and will terminate at 50' from track center line which is at the railroad right-of-way line.

The intent of the proposed water and sewer line extension project is to provide connection from the new Port of Lewiston commercial site, located immediately to the west of the railroad property, to existing City of Lewiston water and sewer lines, located just to the east of the railroad. The following site conditions prohibit placing the receiving pit of the jack and bore crossing outside of railroad right-of-way:

- There is a Port owned, and frequently used, spur railroad line to the northeast of the proposed utility crossing. Moving the receiving pit beyond the railroad right-of-way would place the pit in too close proximity to the spur line.
- Extending the crossing alignment further to the east to clear the Port's spur line is not feasible because just beyond the spur line is a very steep embankment that is approximately 55' high.
- There is also an existing waterline that is just east of the railroad right-of-way and proposed receiving pit. Moving the receiving pit beyond the railroad right-of-way would encroach on this existing water line.



- It is not feasible to move the railroad crossing any further to the south to provide increased distance from the spur line, embankment, and existing water line. To the south of the proposed crossing is the Clearwater River. The proposed crossing is already in close proximity to the river bank and earthwork operations from the recent Port site development project has determined that the river has strong influence and creates very shallow groundwater conditions along the bank. Moving the receiving pit any further south to try and place it outside of railroad right-of-way creates a high risk of flooding in the pit.

Because of the above mentioned constraints, the current location shown for the receiving pit is the only feasible location. As such, we are requesting a waiver to allow the receiving pit to be located just inside the railroad's right-of-way. As shown in the water and sewer exhibits (transmitted separately), this would still provide just over 35-feet of separation from the edge of the receiving pit to the railroad tracks.

Thank you for your consideration in this matter. If you have any questions or need further information, please contact either David Evans and Associates, Inc. or the Port of Lewiston at the following:

David Evans and Associates

Heather Calkins, Project Manager

Heather.calkins@deainc.com

(509)780-3316

Nick Garcia, Freight Rail Engineer

Npg@deainc.com

(419)603-0604

Port of Lewiston

Scott Corbitt, Port Manager

scott@portoflewiston.com

(208)743-5531

Jen Blood, Operations Manager

jen@portoflewiston.com

(509)288-2332

Sincerely,

DAVID EVANS AND ASSOCIATES, INC.

A handwritten signature in blue ink, reading "Heather R. Calkins". The signature is fluid and cursive, with the first name being the most prominent.

Heather Calkins, PE
Project Manager

Copies: 1

Attachments/Enclosures: N/A

Project Number: PLEW0004

File Path: Document1

EXHIBIT B**INSURANCE REQUIREMENTS FOR: PIPELINE LICENSE**

Licensee shall, at its sole cost and expense, procure and maintain during the life of this License the insurance coverage identified below. Licensee must provide a Certificate of Insurance certifying that the insurance limits and coverages, with the appropriate endorsements, all as outlined below are in effect.

<u>COVERAGE TYPE</u>	>	<u>MINIMUM COVERAGE</u>
Commercial General Liability (CGL)	>	\$5,000,000 Per Occurrence
Must include coverage for blanket contractual liability for the obligations assumed under contract including but not limited to:		
· Bodily injury and property damage · Fire legal liability · Pollution liability (sudden and accidental) · Emergency evacuation · The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of rail property, if applicable. · Any exclusions related to the explosion, collapse and underground hazards shall be removed. · No other endorsements limiting coverage may be included on the policy with regards to the work being performed under this agreement.		
All Risk Property	>	Replacement Value
All risks property insurance covering all of Licensee's property including property in the care, custody or control of Licensee. Coverage shall include the following:		
· Issued on a replacement cost basis. · Include a standard loss payable endorsement naming Railroad as the loss payee as its interests may appear.		
Automobile Liability	>	\$2,000,000 Combined Single Limit Each Occurrence
Coverage must extend to all owned, hired, and non-owned vehicles and must include coverage for blanket contractual liability for the obligations assumed under contract. If applicable, Motor Carrier Act Endorsement – Hazardous materials clean up (MCS-90) is required.		
Workers' Compensation	>	Statutory Limits where Services are to be performed
Employers Liability	>	\$1,000,000 Each Occurrence
	>	\$1,000,000 Disease Per Employee
Must include coverage for Longshoremen's and Harbor Workers' Compensation, if applicable, and coverage for Federal Employers' Liability Act, if applicable.		
Pollution Liability	>	\$5,000,000 Per Occurrence
Pollution Liability coverage must be included when the scope of the work as defined in the Agreement includes installation, temporary storage, or disposal of any "hazardous" material that injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.		
The policy shall provide for protection against claims for third-party bodily injury, property damage, environmental damage, and clean-up cost caused by pollution conditions resulting from actions taken under this contract.		
If the scope of work as defined in this Agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Licensee must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.		
Railroad Protective Liability	>	\$2,000,000 Per Occurrence
		\$6,000,000 Aggregate

**An Umbrella liability policy, which follows form, may be used to obtain the aforementioned limits.

Insurance Requirements continued on following page

Certificate Holder and Endorsement Requirements

1. Railroad shall be listed as Certificate Holder as follows: Watco Companies, L.L.C., and its affiliates, subsidiaries and assigns 315 W. 3rd Street Pittsburg, KS 66762.
2. All aforementioned policies shall contain a blanket waiver of subrogation in favor of Certificate Holder, and an additional insured endorsement naming Certificate Holder as Additional Insured (with the exception of Workers' Compensation and Employer's Liability). All aforementioned policies shall be primary and non-contributory with respect to any insurance carried by Railroad.
3. If any policies are purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years and shall provide evidence of such coverage to Railroad, on an annual basis, during this additional three-year period.

Other Requirements

1. All policies required shall be written by a reputable insurance company reasonably acceptable to Railroad or with a Best's Guide Rating of A- and Class VII or better and authorized to do business in the state(s) in which Licensee is conducting business.
2. Licensee shall notify Railroad in writing at least thirty (30) days prior to any cancellation, non-renewal, and substitution or material alteration to any of the aforementioned policies.
3. Failure to provide evidence as required shall entitle, but not require, Railroad to terminate immediately.
4. Acceptance of a certificate that does not comply with this document shall not operate as a waiver of Licensee's obligations hereunder.
5. Licensee is not allowed to have a self-insure greater than \$250,000 without prior written consent of Railroad. If granted by Railroad, any deductible, self-insured retention or other similar financial responsibility for claims shall be covered directly by Licensee in lieu of insurance. Any and all Licensee liabilities that would otherwise, in accordance with the provisions of this document, be covered by Licensee's insurance will be covered as if Licensee elected not to include a deductible, self-insured retention or other financial responsibility for claims.
6. If any portion of the operation is to be subcontracted by Licensee, Licensee shall require that the subcontractor shall provide and maintain insurance coverage as set forth herein, naming Railroad as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Railroad to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Railroad herein.
7. Failure to provide evidence as required by this section shall entitle, but not require, Railroad to terminate this agreement immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Licensee's obligations hereunder.
8. The fact that insurance (including, without limitation, self-insurance) is obtained by Licensee shall not be deemed to release or diminish the liability of Licensee including, without limitation, liability under the indemnity provisions of this License. Damages recoverable by Railroad shall not be limited by the amount of the required insurance coverage.

RESOLUTION 2026-44

**A RESOLUTION APPROVING THE ASSIGNMENT OF A LICENSE AGREEMENT FOR
SANITARY SEWER CROSSING BETWEEN THE GREAT NORTHWEST RAILROAD,
L.L.C. AND THE PORT OF LEWISTON TO THE CITY OF LEWISTON**

WHEREAS, Great Northwest Railroad, L.L.C. and the Port of Lewiston ("Port") have entered into a License Agreement for Wire, Pipe and Cable Transverse Crossings and Longitudinal Occupations to authorize the installation and construction of one (1) buried transverse 36-in steel pipeline containing one (1) 8-inch PVC sanitary sewer pipeline located at Mile Post 69.74 within the City of Lewiston, Nez Perce County, Idaho ("License Agreement"); and

WHEREAS, the Port, as Assignor, desires to assign this License Agreement to the City of Lewiston ("City"), as Assignee, and the City desires to accept such assignment of the License Agreement.

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

SECTION 1: That an Addendum to License Agreement for Wire, Pipe and Cable Transverse Crossings and Longitudinal Occupations No. GRNW9107, between the Port of Lewiston, a port district organized and existing under the laws of the State of Idaho, as Assignor-Licensee, and the City of Lewiston, an Idaho municipal corporation, as Assignee-Licensee, and the Great Northwest Railroad, L.L.C., a Delaware limited liability company, as Licensor, (the "Addendum"), a copy of which is attached hereto and by this reference made a part of this resolution, is hereby approved.

SECTION 2: The Mayor and City Clerk are hereby authorized to execute and attest, respectively, said Addendum and execute all documents necessary to effectuate such assignment of the License Agreement.

SECTION 3: The City Clerk is hereby authorized and directed to record this Resolution 2026-44 and the Addendum with the Nez Perce County Recorder.

SECTION 4: This Resolution shall become effective upon its passage.

PASSED this _____ day of _____ 2026.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

Tanya M. Brocke, City Clerk

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

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

Notary Public of the State of Idaho
Commission Expires _____



CITY COUNCIL MEETING AGENDA ITEM SUMMARY

ITEM TITLE BID AWARD FOR RFQ-26-015 TRANSPORTATION PLAN UPDATE (TR078)	AGENDA NO. VII. D. AGENDA DATE: September 14, 2026
ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.) The City published RFQ-26-015, requesting Statement of Qualifications (SOQs) for professional engineering services to update the existing 2020 Transportation Plan. Key elements of the update include a comprehensive sidewalk inventory, a standalone Capital Improvement Plan (CIP) for pedestrian and bicycle facilities, a public participation guide audit to enhance community involvement, and an evaluation of the current pavement preservation program. The Transportation Plan Update will be creating a sidewalk masterplan as an addendum to the original 2020 Transportation Plan. The update shall provide analysis regarding improvements for pedestrian safety, evaluation of pavement management, and high-level review of the public engagement process as it relates to the annual update of the Capital Improvement Plan. The City's Purchasing Division received four (4) SOQs on August 13, 2026. SOQs were distributed to each of the four (4) members of the evaluation committee. Each committee member independently reviewed and scored the SOQs prior to meeting as a team to discuss and complete final rankings. Based on the SOQ scoring, the top-ranked firm with the highest overall total was chosen to move forward to negotiations. The top-ranked firm Welch-Comer & Associates, Inc., was asked to prepare a draft scope of work, fee and schedule. Negotiated scope of work and fee are exhibits to the agreement. The agreement was prepared using the City's Professional Services Agreement template. The total not to exceed amount for this agreement is \$247,850.	
BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources) The project is budgeted for FY26 using \$50,000 from current year property tax dedicated to Sidewalks, and the remaining \$197,850 is budgeted using Transportation Reserves. This project will continue into fiscal year 2027 as a carry forward.	
ACTION PROPOSED Staff recommends Council approving allowing the Mayor to execute the Professional Services Agreement with Welch-Comer & Associates, Inc. for the Transportation Plan Update in the amount	

of \$247,850.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF LEWISTON AND WELCH COMER ENGINEERS**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Lewiston, an Idaho municipal corporation (“City”), and Welch Comer Associates, Inc., an Idaho municipal corporation, located at 330 E. Lakeside Avenue, Suite 101, Coeur d’Alene, ID 83814 (“Consultant”). City and Consultant may also individually be referred to as “Party” or collectively as “Parties.”

WHEREAS, City desires Consultant perform professional services associated with the Lewiston Transportation Plan Update, further described in Exhibit A; and

WHEREAS, Consultant desires to perform such Services for City.

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

I.

INCORPORATION OF RECITALS

The foregoing recitals are hereby incorporated into and made a part of this Agreement, including all defined terms therein.

II.

DUTIES OF CONSULTANT

A. **PROFESSIONAL SERVICES:** Consultant shall perform the professional services as set forth in Exhibit A, attached hereto and incorporated herein (“Services”).

B. **SPECIAL PROVISIONS:** All special provisions that apply to this Agreement are set forth in Exhibit B, attached hereto and incorporated herein. In the event that a special provision set forth in Exhibit B conflicts with any other term of this Agreement, the special provision shall govern.

C. **INDEPENDENT CONTRACTOR:** The Parties agree that Consultant is an independent contractor, with no employment relationship with City.

D. FRINGE BENEFITS: Because Consultant is engaged in Consultant's own independently established business, Consultant is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plan of City.

E. WORKER'S COMPENSATION: Consultant shall maintain in full force and effect worker's compensation for Consultant and any agents, employees, and staff that Consultant employs, and assure that Consultant's subcontractors do likewise. Consultant shall provide proof of such coverage to City, or satisfactory proof that such worker's compensation insurance is not required.

F. RIGHT OF CONTROL: City agrees that it has no right to control or direct the details, manner, or means by which Consultant accomplishes the results of the Services. Consultant agrees, however, that Consultant's other contracts or services shall not interfere with Consultant's performance of the Services.

G. EQUIPMENT AND SUPPLIES: Consultant shall supply, at Consultant's sole expense, all equipment, tools, materials, and/or supplies needed to accomplish the Services.

H. LICENSES AND LAW: Consultant represents that Consultant possesses the skills and experience necessary and all licenses required to perform the Services. Consultant shall comply with all applicable laws in the performance of the Services, including, but not limited to, all equal employment opportunity requirements, federal wage and labor requirements, and handicap accessibility requirements. If Consultant uses a motor vehicle in performance of this Agreement, Consultant shall maintain a valid driver's license and liability insurance at least in the minimum amounts required by Exhibit A.

I. WARRANTY AND STANDARD OF CARE: Consultant warrants that any materials and/or goods supplied pursuant to this Agreement shall be of good merchantable quality. Consultant shall perform the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

J. SUBCONTRACTORS AND SUBCONSULTANTS: Consultant shall not utilize any subcontractors or subconsultants in the performance of this Agreement without prior written approval from City.

K. INSURANCE: Consultant, at its sole expense, shall procure and maintain in full force and effect insurance in accordance with the requirements set forth in Exhibit C, attached hereto and incorporated herein.

L. INDEMNIFICATION: To the fullest extent permissible by law, Consultant shall indemnify and hold City, its officers, officials, and employees harmless for all claims, demands, losses, actions, causes of action, suits, damages, judgments, obligations, liabilities, costs, expenses, and/or injuries to persons or property (collectively “Claims”) to the extent that such Claims arise out of or are in connection with any negligent act, error, or omission of Consultant, its officers, officials, or employees, that is in any way connected with the Services provided under this Agreement. In the event that City is alleged to be liable on account of any negligent act, error, or omission of Consultant, its officers, officials, or employees, then Consultant shall reimburse City, in proportion to Consultant’s negligence, as determined by the trier of fact, for: (1) City’s cost of defense, including, but not limited to, attorney fees and expenses, court costs, and expert witness fees and expenses; and (2) damages. In the event of litigation, each Party shall defend itself.

Additionally, Consultant agrees to indemnify and hold City, its officers, officials, and employees harmless from any and all taxes, penalties, assessments, fines, premiums, and similar liabilities if Consultant is found by any governmental authority to be an employee rather than an independent contractor in Consultant’s performance of the Services.

These indemnification provisions shall survive the expiration or termination of this Agreement. Consultant’s indemnification and defense obligations herein shall extend to Claims

occurring after this Agreement is terminated or expired, as well as while this Agreement is in force, and shall continue until all Claims are finally adjudicated and fully and finally barred by applicable laws.

M. NON-EXCLUSIVE: This Agreement is not exclusive to Consultant. Consultant acknowledges that City may obtain additional professional services of the same nature as provided for in this Agreement.

N. NON-DISCRIMINATION: Consultant shall not engage in employment practices that discriminate against any person, including any sub-consultant, 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 or otherwise exempted by state or federal law.

O. PERSONNEL: In providing Services under this Agreement, Consultant agrees to assign the direct participation of experienced and qualified personnel. All staff used by Consultant in the performance of the Services shall be qualified by training and experience to perform their assigned tasks. Consultant shall submit, for approval by City, a staffing proposal for the Services. Consultant shall not reassign such staff without City's prior written approval; and City shall have the right to approve their successors. City shall have the right, in its sole discretion, to have any of Consultant's personnel removed from the project.

P. CONSULTANT RELIANCE: Consultant may rely, without liability, on the accuracy and completeness of information provided by City without the need for independent verification.

Q. STATE OF IDAHO REQUIREMENTS: The following provisions are required by the State of Idaho. The inclusion of these provisions in this Agreement does not indicate City's support or opposition to these provisions nor agreement by City that these clauses are relevant to the subject matter of this Agreement. Rather, these provisions are included solely to comply with the laws of the State of Idaho.

1. ANTI-BOYCOTT AGAINST ISRAEL ACT: If this Agreement: (1) is to acquire or dispose of services, supplies, information technology, or construction; (2) has a total potential value of One Hundred Thousand Dollars (\$100,000) or more; and (3) Consultant is a company with ten (10) or more employees, then, pursuant to Idaho Code § 67-2346, Consultant certifies that Consultant is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of goods or services from Israel or territories under Israel's control. The terms "company" and "boycott Israel" shall have the meanings ascribed to them in Idaho Code § 67-2346.

2. NO PUBLIC FUNDS FOR ABORTION ACT: Pursuant to Idaho Code § 18-8703, Consultant certifies that it is not, and will not for the duration of this Agreement become, an abortion provider or an affiliate of an abortion provider, as those terms are defined in the "No Public Funds for Abortion Act," Idaho Code §§ 18-8701 *et seq.*

3. CONTRACT WITH COMPANY OWNED OR OPERATED BY THE GOVERNMENT OF CHINA PROHIBITED: If this Agreement is to acquire or dispose of services, supplies, information technology, or construction, then, pursuant to Idaho Code § 67-2359, Consultant certifies that Consultant is not a company currently owned or operated by the government of China and will not for the duration of this Agreement be owned or operated by the government of China. The terms "company" and "government of China" shall have the meanings ascribed to them in Idaho Code § 67-2359.

4. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN SECTORS: If this Agreement: (1) is to acquire goods or services; (2) has a value of One Hundred Thousand Dollars (\$100,000) or more that is to be paid wholly or partly from public funds; and (3) Consultant is a company with ten (10) or more full-time employees, then, pursuant to Idaho Code § 67-2347A, Consultant certifies that Consultant is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of any individual or company because the individual or

company: (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § 18-3302(2)(d). The terms “boycott” and “company” shall have the meanings ascribed to them in Idaho Code § 67-2347A.

III.

DUTIES OF CITY

A. PAYMENT: City agrees to pay Consultant up to the total sum of two -hundred forty-seven thousand eight hundred fifty (\$247,850) as further detailed in Exhibit A. City shall pay Consultant within thirty (30) days from receipt of invoice from Consultant. Consultant shall keep accurate records of expenses. If City contests an invoice, City shall advise Consultant within thirty (30) days of receipt of invoice of the specific basis for doing so, may withhold only that portion so contested, and shall pay the undisputed portion.

B. PAYROLL TAXES: Neither Federal, State, or local income taxes, nor payroll taxes of any kind shall be withheld and paid by City on behalf of Consultant or Consultant’s employees. Consultant shall not be treated as an employee of City with respect to the Services performed pursuant to this Agreement for Federal or State tax purposes. Consultant understands that Consultant is responsible to pay, according to law, Consultant’s income tax. Consultant further understands that Consultant may be held liable for self-employment (Social Security) tax to be paid by Consultant according to law.

IV.

GENERAL PROVISIONS

A. TERM AND RENEWAL: The term of this Agreement shall be from the Effective Date of this Agreement through completion of the Services anticipated to be October 31, 2027. In

the event that this Agreement is dependent upon funding in a future fiscal year, the term of this Agreement shall be wholly contingent upon City's annual appropriation of funds for this Agreement. Said appropriation may be made solely at the option and discretion of City.

B. TERMINATION: This Agreement may be terminated only as follows:

1. City may terminate this Agreement, with or without cause, upon at least fifteen (15) days' written notice to Consultant.

2. Consultant may terminate this Agreement only if City defaults on its obligations under this Agreement, but only after giving City written notice of Consultant's intent to terminate and allowing at least thirty (30) days for the default to be cured.

Upon termination: (1) Consultant shall discontinue the Services under this Agreement; (2) Consultant shall promptly provide City all maps, plots, drawings, estimate sheets, specifications, documents, models, renderings, and other work product prepared in connection with the Services; and (3) City shall pay Consultant a proportional amount of the sum set forth in Section III.A of this Agreement for all Services performed through the date of termination.

C. NOTICES: All notices, requests, demands, statements, and consents required or permitted to be given pursuant to this Agreement shall be in writing and signed by or on behalf of the Party giving the notice. Such communications shall be deemed delivered: (a) immediately if hand-delivered; (b) seventy-two (72) hours after depositing the same in the U.S. mail, certified or registered, addressed to the respective addresses set forth below; or (c) one (1) business day after depositing the same with a recognized commercial air courier or express service, addressed to the respective addresses set forth below. Any communication made by email or similar method shall not constitute notice pursuant to this Agreement.

Consultant: Welch Comer & Associates, Inc.
Consultant's Name

Melissa Cleveland, P.E., Senior Project Manager, Principal Engineer
Contact Name, Position

330 E. Lakeside Avenue, Suite 101
Address

Coeur d'Alene, ID 83814
City, State, Zip

City: City of Lewiston
Dustin Johnson, Public Works Director
P.O. Box 617
Lewiston, Idaho 83501

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

E. SEVERABILITY: Any provision of this Agreement that may be declared invalid or otherwise unenforceable by a court of competent jurisdiction shall not affect the validity or enforceability of any other part of this Agreement, so long as the remainder of the Agreement is reasonably capable of completion.

F. SURVIVAL: Except with respect to City's obligations as set forth in Section IV.A of this Agreement concerning the non-appropriation of funds for this Agreement, 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.

G. AMENDMENTS: This Agreement may be amended only by a writing duly executed by both Parties.

H. PERFORMANCE/WAIVER: No waiver of any provision of this Agreement shall be effective unless made in writing and signed by the waiving Party. The failure of any Party to require

the performance of any term or obligation of this Agreement, or the waiver by any Party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

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

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

K. ATTORNEY FEES: Notwithstanding any statute to the contrary, in the event suit is brought by any Party to this Agreement to enforce the terms of this Agreement, the prevailing Party shall be entitled to recover reimbursement for reasonable attorneys' fees and costs, in the amount determined by the court, in addition to any other available remedies.

L. FORCE MAJEURE: "Event of Force Majeure" means an event beyond the reasonable control of a Party that prevents such Party from complying with any of its obligations under this Agreement, including riots, acts of God, accidents, order of a court of competent jurisdiction, failure of a required governmental approval, civil disorders, acts of war, material shortages, or disease, and not attributable to such Party's neglect or nonfeasance.

No Party shall be considered in breach of this Agreement or liable to the other Party for any losses and damages to the extent that performance of their respective obligations is prevented by an Event of Force Majeure. The Party prevented from carrying out its obligations hereunder ("Affected Party") shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party. If and to the extent that the Affected Party is prevented from performing its obligations by an Event of Force Majeure, while the Affected Party is so

prevented, the Affected Party shall be relieved of its obligations hereunder, but shall endeavor to continue to perform its obligations under the Agreement so far as reasonably practicable.

M. PUBLIC RECORDS: The Parties herein understand and acknowledge that this Agreement, its exhibits and attachments, communications between them, and the Work Product are subject to the Idaho Public Records Act, I.C. §§ 74-101, *et seq.*, and other applicable federal and state laws, and might be subject to disclosure.

N. USE OF CITY NAME: Consultant shall not include the name, logo, or any identifying marks of City in any advertising, sales promotion, or other publicity matter.

O. NON-EXCLUSIVE REMEDIES: No provision in this Agreement made for the purpose of securing enforcement of the terms and conditions of this Agreement shall be deemed an exclusive remedy or to afford the exclusive procedure for the enforcement of said terms and conditions, and the remedies herein provided are deemed to be cumulative.

P. 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.

Q. DISPUTE RESOLUTION: In the event that a dispute related to this Agreement arises, the dispute shall be articulated in writing by either Party. City and Consultant shall then attempt to negotiate in good faith and resolve the dispute. If the Parties fail to resolve the dispute through negotiation, then the Parties shall enter into non-binding mediation or another mutually agreed upon alternative dispute resolution process. Each Party shall pay the fees of its counsel, consultants, and experts, but the fees and expenses for the mediator shall be split equally between the Parties. The Parties agree that non-binding mediation or another mutually acceptable alternative dispute resolution process shall precede litigation.

R. OWNERSHIP OF DOCUMENTS: Upon City's payment to Consultant as provided in this Agreement, all maps, plots, drawings, estimate sheets, specifications, documents, models, renderings, and other work product prepared in connection with the Services (collectively "Work Product") shall be the property of City. Use or reuse of Work Product for any purpose other than intended by this Agreement shall be at the risk of City and without legal liability or exposure to Consultant.

S. JOINT DRAFTING: The Parties expressly agree that this Agreement was jointly drafted and both Parties had an opportunity to negotiate its terms and obtain the assistance of legal counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

T. CONTRACTING AUTHORITY: Each Party warrants that the person or persons executing this Agreement on behalf of such Party has the full right, power, and authority to enter into and execute this Agreement on such Party's behalf, and that no consent from any other person or entity is necessary to effectuate this Agreement.

U. 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 concerning all subject matters contained in this Agreement are superseded by this Agreement.

Exhibit A
Lewiston Transportation Plan Update
Scope of Work

1. Project Description

- A. OWNER: City of Lewiston
- B. ENGINEER: Welch Comer & Associates, Inc.
- C. PROJECT: Transportation Plan update

2. Project Coordination, Communication, and Management

Welch Comer will provide overall project management and coordination throughout the project to maintain alignment with the City's scope, schedule, budget, and decision-making needs. Services in this phase include:

- A. Conduct a virtual project kickoff meeting with the City and key team members.
- B. Establish and maintain the project schedule, including key review and decision milestones.
- C. Coordinate the work of Welch Comer staff.
- D. Conduct regular coordination meetings with the City staff. These are anticipated to be virtual meetings every other week throughout the project (beginning of October 2026 through September 2027). Meetings will likely be less than one (1) hour each and will include staff needed for agenda topics. Meetings that are not needed will be cancelled.
- E. Project management tasks such as tracking project progress, budget, schedule, decisions, and action items, invoicing, and preparing status updates.
- F. Perform internal quality assurance and quality control reviews prior to major submittals.
- G. Prepare meeting agendas, notes, and supporting materials as appropriate.

3. Existing Plan Review:

- A. Welch Comer will review the existing plan to identify the 2020 priorities and cross-check those with new plans since such as East Lewiston Network, MPO Safety Action Plan, Thain Road Corridor Study, Reimagine Downtown Lewiston, and other plans identified by the City to identify each priority previously identified.
- B. Welch Comer will also go through the City's water and wastewater most recent master plans to determine if there are underground utility priorities that may cause a transportation improvement to raise to the top.
- C. Welch Comer will work with the City's GIS staff to determine what layers are useable for pavement condition, sidewalk inventory, and intersection type. We will create our own mapping, but start with those available resources.
- D. **Deliverables:** GIS mapping identifying all previously identified roadway, intersection, safety, and non-motorized projects will be prepared.

4. System Data Updates

- A. Our team will pull the latest crash data from LHTAC's website and determine if there are any new high accident locations that did not exist in the 2020 plan. If there are, we will show the City the new locations of concern.
- B. If the City or ITD have new traffic data, we will update that data and generate an updated exhibit with the most recent ADTs.
- C. If there have been new roadway, intersection, or non-motorized improvements completed since 2020, those improvements will be updated in GIS.
- D. The City will provide the latest pavement condition data (reports, GIS layers, etc) to the Engineer. We will develop a map with the most current pavement condition information.
- E. Engineer will reach out to transit providers and school for transit and bus stop locations. Engineer will reach out to the school to understand their policies on how far students should walk to either a bus stop or school. The Owner will provide contact information for both.
- F. Some of these updates will rely on City staff knowledge and City GIS layers.
- G. **Deliverables:** Updated crash map with hot spots identified, updated ADT exhibit, updated pavement condition exhibit, and updated transit/school bus stop exhibit identifying the areas students are expected to walk to/from.

5. Multimodal and Sidewalk Evaluation

- A. Using the existing ADA Transition Plan and 2008 Sidewalk Master Plan as a base, the City's existing sidewalk and non-motorized network will be inventoried citywide. More detailed field verification will be completed on roadways within one-half mile of an elementary, middle, or high school or public park, and on roadways functionally classified as collector or higher within one mile of a school or park.
- B. Along transit routes, sidewalks and multimodal facilities will be inventoried and field verified within 3/4 mile of transit stops on roadways functionally classified as collector or higher.
- C. The inventory and field review will identify sidewalk and non-motorized facility gaps, apparent ADA concerns, connectivity barriers, and other impediments to non-motorized travel. Field review will include georeferenced photographs documenting identified concerns and representative conditions.
- D. **Deliverables:** GIS-based exhibits documenting the existing sidewalk and non-motorized network, including identified gaps and georeferenced photographs. The inventory will update and field verify relevant information from the existing ADA Transition Plan and 2008 Sidewalk Master Plan. Field-review documentation will summarize identified apparent ADA and connectivity concerns.

6. Capital Improvement Plans (CIPs):

- A. Review Existing Projects: Review the existing Transportation Plan CIP, recent City planning efforts, and projects identified through this update. Confirm which projects should remain, be revised, removed, or added.

- B. **Prioritization:** In coordination with City staff and the Public Works Committee, establish ranking criteria for each CIP category. Criteria may include project cost, realistic funding and grant opportunities, ADT, safety needs and anticipated safety benefit, transit and freight significance, right-of-way needs, environmental considerations, development pressure, project readiness, and coordination with other planned improvements. Ranking criteria may vary by CIP category.
- C. **Develop Draft CIPs:** Develop separate prioritized CIPs for roadway capacity, roadway safety/intersection improvements, new roadways/connections, and multimodal facilities, including sidewalks and bicycle facilities. Projects will be organized into short-, medium-, and long-term priorities. This separation is consistent with the City's intent to move away from one master project list and overly broad non-motorized projects.
- D. **Roadway Cross Sections:** for projects that require widening, establish the roadway cross section that will be used for the roadway (update City's cross sections as needed), and provide an exhibit that clearly shows the cross sections anticipated for each roadway.
- E. **Project Costs:** Prepare a brief description, project limits, and planning-level cost estimate for each project. Identify logical phasing or major implementation constraints where appropriate.
- F. **Review and Finalize:** Review the draft CIPs with City staff, the Public Works Committee, and the public. Revise the project lists and priorities based on comments received and incorporate the final CIPs into the Transportation Plan Update.
- G. **Deliverables:** For each category, a Capital Improvement Plan prioritized and separated into short, medium, and long term lists together with a short description and planning level costs.

7. Right of Way Needs

- A. Evaluate right of way needs based roadway cross sections, new routes where right of way does not exist, or widening existing routes that require capacity improvements or the addition of multimodal improvements.
- B. Using the City's assessor parcel data pulled into CAD and GIS, exhibits will be prepared that demonstrate needs for right of way acquisition to support capital improvement projects.
- C. **Deliverables:** Exhibits that show future roadway corridors and roadway widening together with the cross sections anticipated that demonstrate shows the right of way needs for corridor preservation.

8. Pavement Preservation Plan

- A. **Review Existing Program:** Review the City's current pavement preservation program including pavement condition information, available pavement condition information, historical maintenance records, funding levels, and current prioritization practices. Meet with City maintenance staff and road foremen to understand existing practices, successful treatments, and implementation constraints. Review past year bid tabulations.

- B. **Evaluate Preservation Needs:** Evaluate whether the City's current preservation approach and funding levels are adequate to support the long-term condition of the roadway network. Identify appropriate pavement treatments, treatment cycles, and criteria for determining when and where each treatment should be used.
- C. **Develop Multi-Year Preservation Program:** Develop a practical multi-year pavement preservation program identifying anticipated treatment areas by year. Where appropriate, establish recurring treatment rotations considering pavement condition, treatment needs, available funding, and logical geographic groupings.
- D. **Annual Work Plan and Budget:** Prepare an annual preservation map and work program identifying streets anticipated for treatment, recommended treatment type, and planning-level annual budget needs.
- E. **Deliverables:** Exhibit and tabular format of pavement preservation work plan by year with anticipated associated costs.

9. **Implementation Plan:**

- A. **Identify Priority Projects for Implementation:** Identify the highest-priority projects and programs from the refined CIPs for focused implementation planning.
- B. **Funding Opportunities:** For each high or medium priority project or program, identify realistic local, state, and federal funding opportunities, anticipated application cycles, and likely local match requirements.
- C. **Project Readiness:** Identify key steps needed to advance each priority project toward funding and implementation, such as preliminary engineering, right-of-way acquisition, environmental review, agency coordination, or additional documentation of safety or project need.
- D. **Partnerships and Coordination:** Identify key agency or stakeholder coordination needs, including coordination with ITD, the MPO, transit providers, schools, and other partners where applicable.
- E. **Deliverables:** Prepare a concise implementation roadmap summarizing recommended next steps, funding strategy, anticipated timing, and responsible partners for priority projects. The roadmap will be incorporated into the Transportation Plan Update and structured for use in future budgeting, grant applications, and project development. For high-priority projects, provide ground level and drone photography for use in the plan update and future grant applications.

10. **Plan Preparation**

- A. **Draft Transportation Plan:** Prepare a new, standalone 2027 City of Lewiston Transportation Plan that consolidates the relevant information from the 2020 Transportation Plan, recent City planning efforts, and the work completed through this update into a clear and concise document.
- B. **Plan Content:** Document the updated transportation priorities, multimodal inventory and recommendations, refined CIPs, pavement preservation program, implementation plan, and other supporting findings developed through the project. Also note in the plan where transportation projects may be necessary because of aligning with underground utility projects.

- C. Maps, Tables, and Exhibits: Prepare supporting maps, tables, planning-level cost estimates, and exhibits necessary to clearly communicate the recommended improvements, priorities, right of way needs, roadway cross sections anticipated, and implementation strategies.
- D. Draft Review: Submit the draft Transportation Plan to City staff for review and incorporate comments prior to public and formal adoption review.
- E. Final Plan and Adoption Materials: Prepare the final Transportation Plan and supporting presentation materials for Public Works Committee and City Council review and adoption.
- F. **Deliverable:** Final stand-alone plan in electronic format including updated appendices.

11. Public Outreach

- A. Public Outreach Strategy: Evaluate the City's current adopted Public Participation process and project input on how to most effectively engage the public and collect meaningful feedback as it relates to transportation needs.
- B. Develop a project-focused public outreach approach that relies primarily on online tools and surveys (such as Wikimapping or SurveyMonkey), and project information posted to a landing page accessible from the City's website and to the City's social media to gather community input throughout the planning process.
- C. Prepare project website and coordinate with City to link from the City's website to the landing page.
- D. Prepare online tools and content such as a Wikimapping tool and/or surveys asking for specific feedback from the public.
- E. Prepare press up to three releases to promote open houses and online opportunities.
- F. Public Open Houses: Conduct public engagement throughout the planning process using a combination of targeted outreach, surveys, and coordination with existing committees and agency partners. Engagement efforts will focus on working with the PWAC and ADA Committee to gather input on transportation needs, concerns, and priorities. Surveys will be developed and distributed with assistance from City staff and, as appropriate, the MPO and ITD to broaden public participation. Alternative methods of engaging the public will also be used to provide opportunities for input on draft recommendations and the implementation plan prior to finalization.
- G. Agency and Stakeholder Coordination: Coordinate directly with City staff, the MPO, school districts, transit providers, ITD, and other agencies or stakeholders as appropriate. Meetings will focus on identifying transportation needs, confirming priorities, coordinating related planning efforts, and identifying opportunities for future funding and implementation.
- H. Public Participation Guide: Review the City's existing Public Participation Guide and annual CIP outreach process and recommend practical methods to improve participation and the usefulness of public feedback, with an emphasis on efficient and cost-effective online engagement tools.

- I. Public Works Committee Coordination: Meet virtual three (3) times with the City Public Works Committee at key milestones to review findings, establish priorities, review draft CIPs, and provide direction as the plan is developed.
- J. Prepare for, attend, and present at two (2) City Council meetings. One meeting will be virtual and one in-person. Provide packet materials, as appropriate.

12. Lump Sum and Hourly Time and Materials/Reimbursable Expenses

- A. Payment for consulting services for the project shall be on the basis as listed below:

Phase	Lump Sum	Time and Materials
Project coordination, communication, and management	\$25,900	
Existing plan review and update system data	\$22,650	
Multimodal and sidewalk evaluation	\$31,900	
Capital improvement plans	\$40,500	
Right of way needs	\$9,000	
Pavement preservation plan	\$35,100	
Implementation plan	\$11,300	
Plan preparation	\$30,600	
Public outreach		\$37,200
Reimbursable expenses		\$3,700
Subtotal	\$206,950	\$40,900
Total	\$247,850	

An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services and Engineer's consultants' charges, if any. Estimated reimbursable expenses are included in the budgets.

Engineer's Standard Hourly Rates are attached as Appendix 1.

Engineer's Reimbursable Rate Schedule is attached as Appendix 2.

The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period

Engineer may alter the distribution of compensation between individual lump sum phases of the work to be consistent with services actually rendered but shall not exceed the total estimated compensation amount unless approved in writing by Owner.

Engineer may alter the distribution of compensation between individual hourly phases of the work to be consistent with services actually rendered but shall not exceed the total estimated compensation amount unless approved in writing by Owner

The maximum hourly amount payable by the OWNER to the ENGINEER under this AGREEMENT, shall not exceed the amount shown above unless a supplemental agreement has been negotiated and executed by the OWNER prior to incurring any costs in excess of the maximum amount payable.

Other reimbursable expenses not listed in Appendix 2 will be billed at cost (website costs, Wikimapping or SurveyMonkey expenses, printing for open houses, etc.)

A. Monthly Progress Payments

Partial payments shall be made upon request of the ENGINEER to cover the percentage of work completed and are not to be more frequent than monthly.

B. Final Payment

Final payment of any balance due the ENGINEER of the gross amount earned will be made promptly upon its verification by the OWNER after the completion of the work under this AGREEMENT contingent upon receipt of all bidding and construction documents, plans, maps, notes, reports, and other related documents which are required to be furnished under the AGREEMENT.

APPENDIX 1: STANDARD HOURLY RATES SCHEDULE

Standard Hourly Rates

Standard Hourly Rates are set forth in this Appendix 2 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

The Standard Hourly Rates apply only as specified in the Agreement and the governing Task Order.

The Standard Hourly Rates are subject to annual adjustment.

Schedule: Hourly rates for services performed on or after the date of the Agreement are:

Special Services	\$275.00/hour
Special Services – Accounting	190.00/hour
Expert Witness	300.00/hour
Public Involvement Specialist	125.00/hour
Principal Engineer III	310.00/hour
Principal Engineer II	295.00/hour
Principal Engineer I	260.00/hour
Construction Services Manager	250.00/hour
Construction Services Project Manager	160.00/hour
Sr. Project Manager	240.00/hour
Project Manager	215.00/hour
Engineer VII	270.00/hour
Engineer VI	215.00/hour
Engineer V	200.00/hour
Engineer IV	185.00/hour
Engineer III	165.00/hour
Engineer II	155.00/hour
Engineer I	145.00/hour
Engineering Assistant	80.00/hour
Sr. Engineer Tech III	150.00/hour
Sr. Engineer Tech II	145.00/hour
Sr. Engineer Tech I	130.00/hour
Engineering Technician	118.00/hour
Environmental Scientist	130.00/hour
Survey Manager	255.00/hour
Professional Land Surveyor II	205.00/hour
Professional Land Surveyor I	200.00/hour
Crew Chief II	150.00/hour
Crew Chief I	135.00/hour
Crew Member	118.00/hour
Survey Technician II	135.00/hour
Survey Technician I	130.00/hour
GIS Manager	165.00/hour
GIS Technician II	130.00/hour
GIS Technician I	115.00/hour
Engineering Designer I	155.00/hour
CAD Technician IV	145.00/hour
CAD Technician III	125.00/hour
CAD Technician II	120.00/hour
CAD Technician I	115.00/hour
Sr. Project Administrator	130.00/hour
Project Administrator	110.00/hour
Sr. Administrative Assistant	90.00/hour
Administrative Assistant	80.00/hour
No Charge Services	0.00/hour

Exhibit A

Welch, Comer & Associates, Inc.

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APPENDIX 2: REIMBURSABLE EXPENSES SCHEDULE

Reimbursable Expenses are subject to review and adjustment on an annual basis. Rates and charges for Reimbursable Expenses as of the Effective Date of the Main Agreement are:

Letter/Legal Size Copies/Impressions (B/W)	\$0.10/page
Double Sided Letter & Legal Size Copies/Impressions (B/W)	\$0.13/page
Double Sided Letter & Legal Size Copies/Impressions (Color)	\$0.99/page
Ledger Size Copies/Impressions (B/W)	\$0.20/page
Double Sided Ledger Size Copies/Impressions (B/W)	\$0.25/page
Double Sided Ledger Size Copies/Impressions (Color)	\$1.98/page
Cardstock Copies/Impressions (B/W)	\$0.31/page
Letter/Legal Cardstock Copies/Impressions (Color)	\$0.99/page
Ledger Size Copies/Impressions (Color)	\$1.03/page
Color Transparency	\$2.49/page
Plot on Paper B&W (18" x 24")	\$0.90/sheet
Plot on Paper Color (18" x 24")	\$4.50/sheet
Plot on Paper B&W (18" x 27 ")	\$0.90/sheet
Plot on Paper Color (18" x 27 ")	\$4.50/sheet
Plot on Photo Paper/Mylar (18" x 27")	\$8.25/sheet
Plot on Paper B&W (22" x 34")	\$1.80/sheet
Plot on Paper Color (22" x 34")	\$9.00/sheet
Plot on Paper B&W (22" x 36")	\$1.80/sheet
Plot on Paper Color (22" x 36")	\$9.00/sheet
Plot on Paper B&W (24" x 36")	\$1.80/sheet
Plot on Paper Color (24" x 36")	\$9.00/sheet
Plot on Paper B&W (30" x 42")	\$2.70/sheet
Plot on Paper Color (30" x 42")	\$13.50/Sheet
Plot on Paper B&W (34" x 44")	\$3.30/sheet
Plot on Paper Color (34" x 44")	\$16.50/sheet
Plot on Paper B&W (36" x 48")	\$3.60/sheet
Plot on Paper Color (36" x 48")	\$18.00/sheet
Plot on Paper B&W (36" x 120")	\$9.00/sheet
Plot on Paper Color (36" x 120")	\$45.00/sheet
Water Pressure Recorder	\$35.00/day
Mileage (auto)	Per Federal Rate
Meals and Lodging	Per Diem Rate
Mobile Lidar Scanner	\$1,500/hr
Navvis Ivion Cloud Processing	\$0.50/foot
UAV Flight	\$75/each
Drone Survey Software	\$450.00/each
Topo Feature Extraction Software	\$40.00/hour
Aerial Lidar	\$3,500/day
GPS Per Hour Billing	\$35.00/hour
GPS Per Hour Billing – Base and Rover	\$70.00/hour
Robotics Hourly Billing – 1 Man	\$70.00/hour
Digital Level	\$15.00/hour

EXHIBIT B
SPECIAL PROVISIONS

None.

EXHIBIT C

INSURANCE

- A. Consultant, at its sole expense, shall procure and maintain in full force and effect insurance written by an insurance company or companies with AM Best's rating(s) of A VIII or better. All insurance companies must be authorized to do business in the State of Idaho. By requiring insurance herein, City does not represent that coverage and limits are necessarily adequate to protect Consultant, and such coverage and limits shall not be deemed as a limitation on Consultant's liability under the indemnities granted to City in this Agreement.
- B. Certificates of Insurance and additional insured, primary and non-contributory, and waiver of subrogation endorsements evidencing the coverages required herein and endorsements required herein shall be provided to City upon full execution of this Agreement and prior to the start date of the Services. All certificates must be signed by an authorized representative of Consultant's insurance carrier. Renewal certificates must be provided to City a minimum of five (5) days prior to the effective date of the renewal.
- C. Certificates and endorsements required herein shall be mailed to:
- City of Lewiston
Purchasing Division
P.O. Box 617
Lewiston, Idaho 83501
- D. Certificates must evidence the following minimum coverages:
1. WORKERS' COMPENSATION insurance meeting the statutory requirements of the State of Idaho, if applicable.
 2. EMPLOYERS' LIABILITY insurance, if applicable, providing limits of liability in the following amounts:

Each Accident:	\$500,000 each accident
Bodily Injury by Accident:	\$500,000 policy limit
Bodily Injury by Disease:	\$500,000 each employee
 3. COMMERCIAL GENERAL LIABILITY insurance, if applicable, providing limits of liability in the following amounts:

General Aggregate:	\$2,000,000
Product/Completed Operations Aggregate:	\$2,000,000
Personal & Advertising Injury Liability:	\$1,000,000
Per Occurrence:	\$1,000,000
Damage to Rented Premises:	\$ 50,000

The Commercial General Liability ("CGL") insurance policy shall be written on an "Occurrence" form and shall cover liability arising from premises, operations, independent contractors, products, completed operations, personal injury, advertising injury, and liability assumed under an insured contract (including tort liability of

another assumed in a contract). Required coverage shall be maintained without interruption from the date City and Consultant fully execute this Agreement and prior to Consultant commencing work under this Agreement through the statute of limitations (or statute of repose, if applicable).

4. BUSINESS AUTOMOBILE LIABILITY insurance providing bodily injury and property damage liability coverage for not less than \$1,000,000 each accident limit. Business Automobile Liability insurance shall be written on a standard ISO policy form, or an equivalent form, providing coverage for liability arising out of owned, hired, or non-owned vehicles in connection with this Agreement.
5. PROFESSIONAL LIABILITY insurance with limits of not less than \$1,000,000 per claim and \$1,000,000 aggregate. If the insurance required by this section is obtained through a “Claims Made” policy, this coverage or its replacement shall have a retroactive date of no later than the inception of this Agreement. Continuous or extended reporting coverage shall be maintained a minimum of five (5) years or the maximum time under the State of Idaho statute of limitations for claims under this coverage, whichever is greater, after the Services are last provided under this Agreement.

Or

Consultant shall maintain professional liability insurance coverage meeting these requirements for the applicable of statutory limitation of claims (or statute of repose, if applicable) after completion of the Services.

- E. Consultant shall name the City, its officers, officials, employees, and volunteers (“Additional Insureds”) as additional insureds on Consultant’s commercial general liability insurance policy and all other liability insurance policies with the exception of the professional liability policy, with respect to liability arising out of work or operations performed by or on behalf of Consultant, including materials, parts, or equipment furnished in connection with such work or operations. To the maximum extent permitted by law, the coverage provided to the Additional Insureds under the commercial general liability policy shall be provided by a policy provision or an endorsement that is at least as broad as CG 20 10 07 04 (ongoing operations) in combination with CG 20 37 07 04 (completed operations). Notwithstanding the foregoing, Consultant shall provide ISO Form B - CG 20 10 11 85 or equivalent coverage where available from its carrier. The Additional Insured endorsement must be provided with the certificate of insurance. Such policy provision(s) or endorsement(s) shall further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the Additional Insureds.
- F. Consultant waives all rights against City, its officers, officials, employees, and volunteers for recovery of damages to the extent that damages are covered by commercial general liability, commercial excess/umbrella liability, business automobile liability, workers’ compensation or employer’s liability insurance, or professional liability insurance maintained pursuant to the requirements of this Agreement.

- G. The Worker's Compensation, Employer's Liability, Professional Liability, Commercial General Liability, and Business Automobile Liability insurance policies carried by Consultant pursuant to this Agreement shall include an endorsement expressly waiving any right of subrogation on the part of the insurer against City and its elected officials, agents, employees, successors and assigns. Consultant shall pay any additional costs or charges for obtaining such waiver. A copy of the waiver of subrogation endorsement shall accompany the certificate(s) of insurance.
- H. For any policy required of Consultant, any deductible or self-insured retention in excess of \$10,000 must be declared and is subject to City's approval. Funding of deductibles or self-insured retentions maintained by Consultant is the sole responsibility of Consultant, including any deductible or self-insured retentions applicable to coverage afforded to City or other Additional Insureds. The coverage afforded to the Additional Insureds must not be conditioned upon payment of any deductible or self-insured retentions.
- I. Consultant shall require that any contractor of any tier retained to fulfill Consultant's duties under this Agreement shall: (1) procure and maintain insurance that complies with the requirements set forth in this Exhibit, including the additional insured, primary and non-contributory, and waiver of subrogation requirements; and (2) provide Consultant with certificates of insurance and endorsements evidencing such coverages and endorsements. Additionally, Consultant shall review such certificates of insurance and endorsements to ensure that the coverages therein evidenced comply with the requirements set forth in this Exhibit. On a case-by-case basis, City may agree to adjust these requirements for any contractor.
- J. Receipt by City of a non-conforming certificate of insurance, policy, or endorsement without objection or City's failure to collect a certificate of insurance shall not waive or alter Consultant's duty to comply with the insurance requirements set forth herein.
- K. Consultant shall keep the insurance policies in effect as long as the Agreement is in effect or as otherwise specified herein, whichever is longer.
- L. Consultant shall notify or require insurer to notify City at least fifteen (15) days prior to cancellation, non-renewal, or limitation in scope or coverage of Consultant's policies.
- M. In addition to any other remedies that City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may:
 - 1. Order Consultant to stop work under this Agreement and/or withhold any payment(s) that become due to Consultant hereunder until Consultant demonstrates compliance with the insurance requirements herein, or
 - 2. Terminate this Agreement.

Exercise of any of the above remedies is an alternative to other remedies that City may have and is not the exclusive remedy for Consultant's failure to maintain insurance or secure the appropriate endorsements.

- N. Nothing herein shall be construed as limiting, in any way, the extent to which Consultant may be held responsible for payments of damages to persons or for property arising from Consultant's, or its subcontractor's, performance of the work covered under this Agreement.



CITY COUNCIL MEETING AGENDA ITEM SUMMARY

ITEM TITLE BID AWARD FOR IFB-26-016 TRANSFER STATION FLOOR REPLACEMENT (TS002)	AGENDA NO. VII. E. AGENDA DATE: September 14, 2026
ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.) Bids for the Transfer Station Floor Replacement Project (TS002) were publicly opened on August 25, 2026. Five bids were received for the project. Four of the bids were responsive, with the fifth bid from Cascade Civil Corp of Redmond, Oregon identified as non-responsive. Clearwater Construction & Management of Spokane, Washington submitted the lowest responsive bid in the amount of \$563,400. The Engineer's Estimate for the project was \$458,300. Clearwater Construction's bid is approximately \$105,000 (22.9%) above the Engineer's Estimate. The remaining bids ranged from \$670,000 to \$848,900. This project is necessary as the current tipping floor at the Transfer Station is in significant distress, with extensive cracking throughout the slab surface, loss of surface coating resulting in widespread exposed aggregate, ponding of liquids, and damage to protective bollards. The project consists of demolition of the existing concrete tipping floor at the Lewiston Transfer Station, placement of a new reinforced concrete tipping floor, rehabilitating pushwalls, adding new concrete curbing, and miscellaneous repairs.	
BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources) The funding for the project comes from Sanitation Reserves. This project was proposed for design in FY26 and construction in FY27. However, with timing and weather potentially posing a risk, the FY26 budget was amended to include awarding the construction agreement within the FY26 fiscal year. Once this contract is awarded, it will be carried forward into FY27, as the project will cross over fiscal years. There were sufficient funds proposed for the amendment to cover the contract amount.	
ACTION PROPOSED Public Works staff recommends Council awarding and allowing the Mayor to execute the contract with the lowest responsive bidder, Clearwater Construction & Management of Spokane, Washington, with a total bid amount of \$563,400.	

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

This Agreement is by and between City of Lewiston, an Idaho municipal corporation ("Owner") and Clearwater Construction & Management ("Contractor").

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

Owner and Contractor hereby agree as follows:

Article 1— WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Demolition of existing concrete tipping floor, placement of a new reinforced concrete tipping floor, rehabilitating pushwalls, adding new concrete curbing, and miscellaneous repairs.

Article 2— THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Transfer Station Floor Replacement IFB-26-016 (TS002)**

Article 3— ENGINEER

- 3.01 The Owner has retained **Great West Engineering, Inc.** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by **Great West Engineering, Inc.**

Article 4— CONTRACT TIMES

4.01 *Time is of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

- A. The Work will be substantially complete on or before November 15, 2026, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before 30 days of Substantial Completion.

4.05 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also

2020 ISPWC 00520

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

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recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion*: Contractor shall pay Owner \$10,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,000 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

Article 5— CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. Total of Lump Sum Amount:

Bid Item No.	Description	Unit	Estimated Quantity	Bid Amount
1	General Conditions	LS	1	\$85,000.00
2	Temp Facilities and Controls	LS	1	\$7,200.00
3	Demolition	LS	1	\$133,500.00
4	New Tipping Floor Slab	LS	1	\$295,100.00
5	Pushwall Repairs	LS	1	\$35,000.00
6	Curbing	LS	1	\$2,600.00
7	Misc. Repairs	LS	1	\$5,000.00
Total of All Lump Sum Price Bid Items				\$563,400.00

B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

Article 6— PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment up to twice each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted

in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. Ninety Five (95) percent of the value of the Work completed (with the balance being retainage).
 - b. Ninety Five (95) percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to Ninety Five (95) percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less One Hundred (100) percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

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

6.04 *Consent of Surety*

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

6.05 *Interest*

- A. This article is reserved.

Article 7— CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of the following and shall govern in the following order in case of conflict among them:
 1. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Change Orders.
 - b. Work Change Directives.
 - c. Field Orders.
 - d. Notice to Proceed.

2. This Agreement (2020 ISPWC Section 520) including any exhibits to this Agreement (enumerated as follows):
 - a. N/A
3. Addenda **1** to **2**.
4. Drawings consisting of **9** sheets with each sheet bearing the following general title:
Lewiston Transfer Station Tipping Floor Replacement
5. Special Provisions and Supplementary Technical Specifications (2020 ISPWC Section 820).
6. Supplementary Conditions (2020 ISPWC Section 800).
7. Instructions to Bidders (2020 ISPWC Section 200).
8. General Conditions (2020 ISPWC Division 100).
9. Standard Specifications and Drawings – 2020 Idaho Standards for Public Works Construction (ISPWC).
10. Contractor's Bid (2020 ISPWC Section 410 and all attachments thereto).
11. Documentation submitted by Contractor prior to Notice of Award.
12. CONTRACTOR'S Affidavits, including Non-Collusion Affidavit (ISPWC Section 450), Contractor's Affidavit Concerning Taxes (ISPWC Section 951), and Contractor's Affidavit Concerning Alcohol and Drug-Free Workplace (ISPWC Section 460).
13. Bonds:
 - a. Performance bond (2020 ISPWC Section 610 together with power of attorney).
 - b. Payment bond (2020 ISPWC Section 615 together with power of attorney).
 - c. Other Bonds Secured by Contractor
 1. N/A
- B. The Contract Documents listed in Paragraph 7.01.A are incorporated by reference to this Agreement.
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

Article 8— REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
12. The Contractor is an appropriately licensed public works contractor per Idaho Code Section 54-1902.
13. Contractor shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and

Regulations, neither Owner nor Engineer shall be responsible for monitoring the Contractor's compliance with any Laws or Regulations.

8.02 Contractor's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

B. Anti-Boycott Against Israel Act: If this Agreement: (1) Is to acquire or dispose of services, supplies, information technology, or construction; (2) has a potential value of One Hundred Thousand Dollars (\$100,000) or more; and (3) Contractor is a company with ten (10) or more employees, then, pursuant to Idaho Code § 67-2346, Contractor certifies that Contractor is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of goods or services from Israel or territories under Israel's control. The terms "company" and "boycott Israel" shall have the meanings ascribed to them in Idaho Code § 67-2346.

C. No Public Funds for Abortion Act: Pursuant to Idaho Code § 18-8703, Contractor certifies that it is not, and will not for the duration of the Agreement, become an abortion provider or an affiliate of an abortion provider, as those terms are defined in the "No Public Funds for Abortion Act," Idaho Code §§ 18-8701 et seq.

D. Contract with Company Owned or operated by the Government of China Prohibited: Pursuant to Idaho Code § 67-2359, Contractor certifies that Contractor is not a company currently owned or operated by the government of China and will not for the duration of this Agreement be owned or operated by the government of China. The terms "company" and "government of China" shall have the meanings ascribed to them in Idaho Code § 67-2359.

E. Prohibition on Contracts with Companies Boycotting Certain Sectors: If this Agreement: (1) is to acquire goods or services; (2) has a value of One Hundred Thousand Dollars (\$100,000) or more that is to be paid wholly or partly from public funds; and (3) Contractor is a company with ten (10) or more full-time employees, then, pursuant to Idaho Code § 67-2347A, Contractor certifies that Contractor is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of any individual or company because the individual or company: (a) engages in or supports the exploration, production, utilization,

transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § 18-3302(2)(d). The terms “boycott” and “company” shall have the meanings ascribed to them in Idaho Code § 67-2347A.

F. Pursuant to Idaho Code § 67-2802A, for contracts in excess of ten thousand dollars (\$10,000), Contractor certifies that Contractor does not maintain or provide for Contractor’s employees maintain or provide for Contractors’ employees any segregated facility at any of Contractor’s establishments, and that Contractor does not permit employees to perform their services at any location, under Contractor’s control, where segregated facilities are maintained. Contractor certifies further that Contractor will not maintain or provide for employees any segregated facilities at Contractor’s establishments, and Contractor will not permit employees to perform their services at any location under Contractor’s control where segregated facilities are maintained.

8.03 *Standard General Conditions*

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

Article 9— OTHER (CITY) PROVISIONS

9.01 Other (City) Provisions

A. **Independent Contractor.** The Parties agree that CONTRACTOR is an independent contractor, with no employment relationship with the City of Lewiston.

B. **Contracting Authority.** CONTRACTOR warrants that the signatory to this Agreement has the authority to fully bind CONTRACTOR to enter into and be obligated to perform the duties set forth herein.

C. **Indemnification.** CONTRACTOR shall defend, indemnify, and hold OWNER, its officers, agents, and employees harmless for all claims, losses, actions, damages, judgments, costs, expenses, and/or injuries to persons or property arising out of or in connection with any activities, acts, or omissions of CONTRACTOR, its officers, agents or employees. In the event OWNER is alleged to be liable on account of any activities, acts, or omissions of CONTRACTOR, its officers, agents or employees, then CONTRACTOR shall defend such allegations through counsel chosen by OWNER; and CONTRACTOR shall bear all costs, fees, and expenses of such defense, including, but not limited to, all attorney fees and expenses, court costs, and expert witness fees and expenses. This duty shall survive the termination or expiration of this Agreement.

D. **Notices.** All notices required to be given pursuant to this Agreement shall be in writing and shall be deemed delivered immediately if hand-delivered or forty-eight (48) hours after

depositing the same in the U.S. mail, certified or registered, postage prepaid, addressed to the respective addresses set forth on the signature page.

E. **Choice of Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Idaho, with venue for any action brought pursuant to this Agreement to be in the Second Judicial District, State of Idaho.

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

G. **Third Party Beneficiaries.** Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party. Nothing contained herein shall extend the liability of either Party beyond that provided by governing law.

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

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

J. **Use of City Name.** CONTRACTOR shall not include the name, logo, or any identifying marks of the City of Lewiston in any advertising, sales promotion, or other publicity matter.

K. **Non-Discrimination.** CONTRACTOR shall not refuse to hire any person, including any subcontractor, because of such person's race, creed, sex, color, national origin, ancestry, religion, physical or mental disability, marital or familial status, sexual orientation, or gender identity/expression, unless based on a bona fide occupational qualification.

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

M. **Force Majeure.** Neither Party shall be liable for any failure to perform as required by this Agreement to the extent that such failure to perform is caused by any reason beyond the Party's control, or by reason of any of the following: labor disturbances or disputes, accidents, failure of any required governmental approval, civil disorders, acts of aggression, acts of God, failure of utilities, mechanical shutdowns, material shortages, disease, or similar occurrences.

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

O. **Non-Appropriation.** Contractor understands that City is strictly bound by Article VIII, § 3 of the Idaho Constitution, which prohibits City from incurring any indebtedness or liability, in any manner, beyond its current fiscal year, which is October 1 through September 30. All automatic renewals of this Agreement are wholly contingent upon the annual appropriation

of funds for this Agreement. Said appropriations may be made solely at the option and discretion of the City. If City does not appropriate funds for this Agreement for an ensuing fiscal year, for any reason, City may terminate this Agreement without penalty.

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

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

Owner:

City of Lewiston

By:

Daniel G. Johnson, Mayor

Date:

(date signed)

Contractor:

Clearwater Construction & Management

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

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

Attest:

Tanya Brocke, City Clerk

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

City of Lewiston, Public Works Director

P.O. Box 617

Lewiston, ID 83501

Address for giving notices:

5711 W. Garden Spring

Spokane, WA 99224

Designated Representative:

Name: Dustin Johnson

(typed or printed)

Title: Public Works Director

(typed or printed)

Address:

P.O. Box 617

215 D Street

Lewiston, ID 83501

Designated Representative:

Name: Korie Palmer

(typed or printed)

Title:

Vice President

(typed or printed)

Address:

5711 W. Garden Spring

Spokane WA 99224

Phone: 208-746-1316

Email: djohnson@cityoflewiston.org

Phone: 509-363-0414

Email: korie@clearwaterconstruction.us

ID PWCL No.: PWC-C-17456-unlimited

2020 ISPWC 00520

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

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CITY COUNCIL MEETING AGENDA ITEM SUMMARY

ITEM TITLE BID AWARD FOR RFQ-26-006 WASTEWATER ADMINISTRATION BUILDING	AGENDA NO. VII. F. AGENDA DATE: September 14, 2026
ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.) City staff issued a Request for Qualifications (RFQ) on February 17, 2026, for Progressive Design-Build (PDB) service for the design and construction of the Wastewater Treatment Plant Administration Building Project. In response to the RFQ, the City received eight (8) Statements of Qualifications (SOQs). A five-member Evaluation Committee, consisting of City staff and the City's Owner Advisor (OA) for this project, reviewed, evaluated, and scored each PDB Team's SOQs in accordance with the criteria established in the RFQ. Based on the final SOQ rankings, the Evaluation Committee recommended advancing the two highest-ranked PDB Teams, Arnzen Construction and Kenaston Corporation, to interviews. The Evaluation Committee interviewed both PDB Teams on April 30, 2026. Following the interviews, each Evaluation Committee member ranked both teams, and the Committee met to review the overall results. Arnzen Construction received the highest ranking in both the SOQ evaluation and interview process. Based on the final rankings, City staff and the OA entered into negotiations with Arnzen Construction, the top-ranked PDB Team. Before Council tonight is a Progressive Design-Build Agreement with Arnzen Construction of Cottonwood, Idaho. The Agreement provides for Phase 1 design services and establishes the framework for future amendments, including Phase 2 construction services. The compensation included in the Agreement is for Phase 1 services only. Any future amendments for additional services, including construction, will be negotiated separately and brought back to Council for approval. The negotiated amount for Phase 1 is \$608,019.	
BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources) This project is funded using Wastewater Utility Reserves. The current fiscal year has funds budgeted to cover the cost of this agreement. This agreement will be carried forward into next fiscal year (FY27) as the year-end budget is approaching.	
ACTION PROPOSED	

Staff recommends Council approving, allowing the Mayor to execute the Progressive Design-Build Agreement with Arnzen Construction for the amount of \$608,019.



Progressive Design-Build Agreement

This **AGREEMENT** (Agreement) is entered into by and between the following parties for services in connection with the Project identified below. Owner and Design-Builder may individually be referred to as a “party” or collectively as “parties.”

OWNER:

City of Lewiston, an Idaho Municipal Corporation
P.O. Box 617
Lewiston, ID 83501

DESIGN-BUILDER:

Arnzen Building Construction Inc.
310 Junction Street
Cottonwood, ID 83522

PROJECT:

Wastewater Administration Building
900 7th Ave North
Lewiston, ID 83501

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.

Article 1

General

1.1 Duty to Cooperate. Owner and Design-Builder commit at all times to cooperate fully with each other and proceed on the basis of trust and good faith to permit each party to realize the benefits afforded under this Agreement.

1.2 Definitions. Terms, words, and phrases used in this Agreement shall have the meanings given to them in the *General Conditions of Contract Between City of Lewiston and Design-Builder* (2010 Edition), as modified for the Project ("General Conditions of Contract").

1.3 Design Services. Design-Builder shall, consistent with applicable state licensing laws, provide design services for the Project, including architectural, engineering, and other design professional services required by this Agreement. Such design services shall be provided through qualified, licensed design professionals who are either: (i) employed by Design-Builder, or (ii) procured by Design-Builder from independent sources. Nothing in this Agreement is intended to create any legal or contractual relationship between Owner and any independent design professional. Rather, Design-Builder shall be the single party responsible to the Owner for all obligations under this Agreement, including all warranties and guarantees.

1.4 Design-Builder has been selected for this Project on the basis of not only its qualifications as a corporate entity, but also upon the basis of the qualifications of the Key Personnel and Key Firms it intends to employ to perform the Work. A list of Key Personnel and Key Firms is set forth in **Exhibit E**. All Key Personnel and Key Firms identified in Exhibit E shall remain on the Design-Build Team, performing those portions of the Work identified in Design-Builder's response materials submitted to Owner during the selection process. If extraordinary circumstances necessitate a change to identified Key Personnel or Key Firms, Design-Builder must submit any proposed change to the Owner who will determine whether such change will be permitted. If changes are necessitated by circumstances beyond the control of Design-Builder, substitute Key Personnel and Key Firms must be approved by the Owner.

Article 2

Design-Builder's Services and Responsibilities

2.1 General Services.

2.1.1 Owner has provided Design-Builder with Owner's Project Criteria describing Owner's requirements and objectives for the Project as set forth in **Exhibit B**. Owner's Project Criteria shall include Owner's use, space, price, time, site, performance, and expandability requirements. Owner's Project Criteria may include conceptual documents, design specifications, design performance specifications, and other technical materials and requirements prepared by or for Owner. Further, Design-Builder has been provided access to the existing Site information described in **Exhibit A**. There is no specific Site information provided to Design-Builder as of the Effective Date. Site information developed during Phase 1 will be attached to this agreement. These Exhibits shall be expanded upon by the Design-Builder as part of its Phase 2 Proposal to include additional information developed during Phase 1 related to existing conditions, including but not limited to survey and geotechnical information.

2.1.2 Design-Builder shall review and prepare a written evaluation of Owner's Project Criteria during Phase 1, including recommendations to Owner for different and innovative approaches to the design and construction of the Project. The parties shall meet to discuss Design-Builder's written evaluation of Owner's Project Criteria and agree upon what revisions, if any, should be made to such criteria. Any modifications shall be incorporated into the Phase 2 Proposal (Section 2.3) and Contract Price Amendment (Section 2.3.2.3).

2.2 Phased Services.

2.2.1 Phase 1 Services. Design-Builder shall perform the services of design, pricing, and other services for the Project based on Owner's Project Criteria, as may be revised in accordance with Section 2.1.2, as set forth in **Exhibit C**, Phase 1 Scope of Services. The Phase 1 Scope of Services shall include completion of the 100 percent design. However, Owner and Design-Builder may reach agreement on the Contract Price Amendment for Phase 2 at any point following Design-Builder's completion of the 60 percent design, including incorporation of any Owner comments thereon. As a result, Owner may choose to proceed with Phase 2 prior to final completion of the entire Phase 1 Scope of Services. The Contract Price for Phase 2 shall be developed during Phase 1 on an open-book basis. Design-Builder's Compensation for Phase 1 Services is set forth in Article 7.

2.2.2 Phase 2 Services. Design-Builder's Phase 2 services shall consist of the procurement of all materials and equipment for the Project, the performance of construction services for the Project, Substantial Completion, Final Completion, development of various documents associated with Phase 2, training of Owner's operations staff, and the provision of warranty services, all as may be described in the Phase 2 Proposal and Contract Price Amendment.

2.2.3 Owner may negotiate one or more early works packages with Design-Builder prior to the Contract Price Amendment. Scope of work, bonding (consistent with Exhibits G and H), insurance (consistent with Exhibit F), pricing, and other terms for any early works shall be negotiated and memorialized in a written executed agreement prior to issuance of a notice to proceed. Pricing shall be substantially similar to the pricing structure for Phase 2 set forth in Article 7 and any Construction General Conditions Fee shall be pro-rated to the scope of Construction General Conditions Work included in the early works package.

2.3 Phase 2 Proposal. Design-Builder may develop a Phase 2 Proposal at any point following completion of the 60 percent design, and any other Basis of Design Documents upon which the parties may agree. Design-Builder shall submit a proposal to Owner (the "Phase 2 Proposal") for the construction and associated Work and the Contract Price.

2.3.1 The Phase 2 Proposal shall include the following, unless the parties mutually agree otherwise in writing:

2.3.1.1 The Contract Price, which shall be presented on an open-book basis, subject to a Guaranteed Maximum Price (GMP), and shall be the sum of:

- i. Design-Build Fee, as defined in Section 7.2 or 7.4, as applicable;
- ii. Construction General Conditions Fee, as defined in Section 7.3;
- iii. The estimated Cost of the Phase 2 Work, as defined in Section 7.5, inclusive of any Design-Builder's Contingency, as defined in Section 7.6.2; and
- iv. Pass-Through Costs, as defined in Section 7.5.3.

2.3.1.2 The Basis of Design Documents, which shall include, by way of example, Owner's Project Criteria (Exhibit B), as may have been modified pursuant to Section 2.1.2, drawings and specifications, all of which are set forth in detail and are attached to the Phase 2 Proposal;

2.3.1.3 A list of the assumptions and clarifications made by Design-Builder in the preparation of the Phase 2 Proposal, which list is intended to supplement the information contained in the drawings and specifications and is specifically included as part of the Basis of Design Documents;

2.3.1.4 A Project Schedule for the Phase 2 Work based upon the Contract Time(s) set forth in Article 6;

2.3.1.5 If applicable, a list of Allowance Items, Allowance Values, and a statement of their basis;

2.3.1.6 If applicable, a schedule of alternate prices;

2.3.1.7 If applicable, a schedule of unit prices;

2.3.1.8 If applicable, a statement of Additional Services which may be performed but which are not included in the Phase 2 Proposal, and which, if performed, shall be the basis for an increase in the Contract Price and/or Contract Time(s);

2.3.1.9 An expiration date for the Phase 2 Proposal, provided that Design-Builder shall not make the Phase 2 Proposal subject to expiration or withdrawal for at least ninety (90) days after submission and Owner shall provide its initial review and comment on the Phase 2 Proposal within thirty (30) days of submission;

2.3.1.10 Modifications and additions to Exhibit B, to reflect additional information related to existing Site conditions developed by the Design-Builder as part of its Phase 1 Scope of Services;

2.3.1.11 A construction safety plan; and

2.3.1.11 A construction quality plan.

2.3.2 Review and Adjustment to Phase 2 Proposal.

2.3.2.1 After submission of the Phase 2 Proposal, Design-Builder shall discuss and review it with Owner. Owner may require modifications to the Phase 2 Proposal that Design-Builder shall in good faith attempt to accommodate. Owner must approve the Phase 2 Proposal, as originally submitted or as modified, and enter into a Contract Price Amendment incorporating the agreed upon Phase 2 Proposal in order for the Design-Builder to proceed to Phase 2.

2.3.2.3 Acceptance of Phase 2 Proposal. If Owner accepts the Phase 2 Proposal, as may be modified, then the Contract Price and its basis, including the Guaranteed Maximum Price, shall be set forth in an amendment to this Agreement (Contract Price Amendment).

- i. Once the parties have executed the Contract Price Amendment and Owner has issued a Notice to Proceed with Phase 2, Design-Builder shall perform the Phase 2 Services, all as described in the Contract Price Amendment.
- ii. Owner shall have the right to require that the Contract Price for Phase 2 be converted to a Lump Sum arrangement using the Lump Sum Design Build Fee percentage set forth in Section 7.2.

2.3.2.4 Failure to Accept the Phase 2 Proposal. If the parties cannot reach mutual agreement on the Phase 2 Proposal, or if the Owner fails to notify Design-Builder in writing within ninety (90) days after submission that it accepts the Phase 2 Proposal, then Owner and Design-Builder shall meet and confer as to how the Project will proceed, with Owner having the following options:

- i. Terminate this Agreement and pay Design-Builder for all Work performed through the date of termination;

- ii. Terminate this Agreement, pay Design-Builder for all Work performed through the date of termination, and contract directly with the Design Consultant and Design Sub-Consultants, if any, for completion of the Phase 1 Scope of Services for the agreed upon Contract Price for Phase 1 Services set forth in Section 7.1.1 minus payments for all Work performed through the date of termination (Design-Builder shall make this option a part of any contract with its Design Consultant and Design Sub-Consultants);
- iii. Require Design-Builder to proceed with remaining Phase 1 Scope of Services for the agreed upon Contract Price for Phase 1 Services set forth in Section 7.1.1 minus payments for all Work performed through the date of termination;
- iv. Require Design-Builder to perform any specific portion of the Work under this Agreement on the basis of the Design-Build Fee (as defined in Section 7.2 or 7.4 as applicable), the Construction General Conditions Fee (Section 7.3), Pass-Through Costs (Section 7.5.3) plus the Cost of the Phase 2 Work (Section 7.5) as provided in Article 7 without a Contract Price Amendment, in which case all references in this Agreement to the Contract Price Amendment shall not be applicable; or
- v. Require Design-Builder to continue to proceed with the Work, until further notice (reserving the right to terminate this Agreement pursuant to Section 2.3.2.4.i.) on the basis of the Design-Build Fee (as defined in Section 7.2 or 7.4 hereof as applicable), the Construction General Conditions Fee (Section 7.3), Pass-Through Costs (Section 7.5.3) plus the Cost of the Phase 2 Work (Section 7.5) as provided in Article 7 hereof without a Contract Price Amendment, in which case all references in this Agreement to the Contract Price Amendment shall not be applicable.

2.3.2.5 If Owner fails to exercise any of the options set forth in Section 2.3.2.4 above, then Design-Builder shall continue with the Work as if Owner had elected to proceed in accordance with Item 2.3.2.4.v. above, and be paid by Owner accordingly, unless and until Owner notifies Design-Builder in writing to stop the Work.

Article 3

Contract Documents

3.1 The Contract Documents shall be comprised of the following, some of which shall be attached hereto, and all of which shall be incorporated herein:

- 3.1.1 All written and fully executed modifications, amendments, approved minor changes in the Work pursuant to Section 9.3 of the General Conditions of Contract, and Change Orders to this Agreement issued in accordance with the General Conditions of Contract Between Owner and Design-Builder;
- 3.1.2 The Contract Price Amendment, including the Basis of Design Documents;
- 3.1.3 This Agreement;
- 3.1.4 The General Conditions of Contract Between Owner and Design-Builder;
- 3.1.5 Agreement Exhibits

- 3.1.5.1 Exhibit A, Existing Site Aerial View;
- 3.1.5.3 Exhibit B, Project Criteria;
- 3.1.5.4 Exhibit C, Phase 1 Scope of Services;
- 3.1.5.5 Exhibit D, Work included in Construction General Conditions;
- 3.1.5.6 Exhibit E, Key Firms and Key Personnel (from Design-Builder's SOQ);
- 3.1.5.7 Exhibit F, Insurance Terms;
- 3.1.5.8 Exhibit G, Form of Performance Bond;
- 3.1.5.9 Exhibit H, Form of Payment Bond;
- 3.1.5.10 Exhibit I, Idaho State Tax Commission WH-5 Public Works Contract Report; and

3.1.6 Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract.

Article 4

Interpretation and Intent

4.1 Design-Builder and Owner, at the time of acceptance of the Phase 2 Proposal by Owner, shall carefully review all the Contract Documents, including the various documents comprising the Basis of Design Documents, for any conflicts or ambiguities. Design-Builder and Owner shall discuss and resolve in writing any identified conflicts or ambiguities prior to execution of the Contract Price Amendment.

4.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after Owner's acceptance of the Phase 2 Proposal and execution of the Contract Price Amendment, Design-Builder and Owner shall attempt to resolve any ambiguity, conflict, or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Section 3.1.

4.3 Terms, words, and phrases used in the Contract Documents, including this Agreement, shall have the meanings given to them in the General Conditions of Contract.

4.4 Design-Builder may propose modifications to and expansion of the Owner's Project Criteria in Exhibit B.

4.5 The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

4.6 Changes in the Legal Requirements. The Owner and Design-Builder acknowledge that aspects of the Project are governed by law and that the intent is to complete all Work in compliance with the Legal Requirements. Design-Builder shall be required to account for applicable changes in the Legal Requirements that occur during Phase 1 in its Phase 2 Proposal, the Contract Price Amendment, and the

Phase 2 schedule. Design-Builder may be entitled to a change in the Phase 1 price prior to execution of the Contract Price Amendment if warranted under Section 9.1 of the General Conditions of Contract. Owner bears the risk of costs and delays caused by applicable changes in the Legal Requirements that occur following execution of the Contract Price Amendment; provided, however, that Design-Builder shall be required to cooperate with Owner in mitigating the adverse impact of any change in the Legal Requirements that causes increased cost or delay.

Article 5

Ownership of Work Product

5.1 Work Product. All drawings, specifications, and other documents and electronic data, Basis of Design Documents, and documents identified in the General Conditions of Contract, furnished by Design-Builder to Owner under this Agreement ("Work Product") are deemed to be instruments of service and Design-Builder shall retain the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights, and/or patents, subject to Owner's license to use the Work Product described in the next section.

5.2 Owner's License to Use Work Product. Upon termination of this Agreement for any reason by either party, the Owner shall have an absolute, irrevocable, and unrestricted license to use the Work Product in any manner it chooses to complete the design and construction of the Project. Without regard to termination, the Owner shall have an absolute, irrevocable, and unrestricted license to use the Work Product in any manner it chooses for the on-going use or future modification of the Project. The Design-Build Team shall cooperate as reasonably necessary to deliver the Work Product to Owner upon request for use in connection with Owner's license.

5.3 Liability for Use of Work Product. Design-Builder shall be liable for Work Product to the extent of errors or omissions in the Work Product at the time of transfer to the Owner based on a standard of care ordinarily used by members of the subject profession having experience with projects similar in scope and complexity and practicing in major United States urban areas. This limitation as to the Design-Builder's liability for the Work Product will apply only to the extent the Owner determines not to enter into the Contract Price Amendment or either party terminates this Agreement and is intended to recognize the Owner's investment in the Work Product and to provide the Owner with a meaningful alternative for the design and construction of the Project in such circumstances, while recognizing that the Design-Builder will not have control over the use of the Work Product in such circumstances. If the parties enter into the Contract Price Amendment and proceed to Phase 2, then Design-Builder shall be liable for failure of the Work Product to perform in a manner consistent with the Owner's Project Criteria (Exhibit B).

Article 6

Contract Time

6.1 Date of Commencement. The Phase 1 Services shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed with Phase 1 unless the parties mutually agree otherwise in writing. Phase 1 Services shall be complete no later than 121 days from the receipt of the Owner's Notice to Proceed. The Phase 2 Services shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed with Phase 2 ("Date of Commencement"), if the Phase 2 Proposal is accepted and the Contract Price Amendment is executed, unless the parties mutually agree otherwise in writing.

6.2 Substantial Completion and Final Completion.

6.2.1 Substantial Completion of the entire Work shall be achieved no later than 365 days of Owner's Notice to Proceed with Phase 2 ("Scheduled Substantial Completion Date"). Prior to Substantial Completion, Design-Builder shall perform all systems testing and ensure that such systems operate in accordance with the owner manuals. Such testing shall include, but shall not be limited to, testing of the heating, ventilation, and air conditioning system; lighting; exhaust extractors; and power shut-offs.

6.2.2 Design-Builder shall be in default if Substantial Completion is not achieved by 365 days of Owner's Notice to Proceed for Phase 2 and Owner shall have all contractual, legal, and equitable remedies available to it.

6.2.3 Final Completion of the Work, including all punch list items, shall be achieved no later than sixty (60) days following Substantial Completion ("Scheduled Final Completion Date"). Final Completion shall be the date when all Work is complete pursuant to the definition of Final Completion set forth in the General Conditions of Contract. Design-Builder shall be in default if Final Completion of all Work is not achieved within sixty (60) days following Substantial Completion and Owner shall have all contractual, legal, and equitable remedies available to it.

6.2.4 All of the dates set forth in this Article 6 shall be subject to adjustment in accordance with the General Conditions of Contract.

6.3 Time is of the Essence. Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

6.4 Liquidated Damages.

6.4.1 Design-Builder understands that if Substantial Completion is not attained by the Scheduled Substantial Completion Date, Owner will suffer damages that are difficult to determine and accurately specify. Design-Builder agrees that if Substantial Completion is not attained by the Scheduled Substantial Completion Date, Design-Builder shall pay Owner Seven Hundred Fifty Dollars (\$750) as liquidated damages for each day that Substantial Completion extends beyond the Scheduled Substantial Completion Date.

6.4.2 Design-Builder understands that if Final Completion is not achieved by the Scheduled Final Completion Date, Owner will suffer damages that are difficult to determine and accurately specify. Design-Builder agrees that if Final Completion is not achieved by the Scheduled Final Completion Date, Design-Builder shall pay Owner Two Hundred Fifty Dollars (\$250) as liquidated damages for each day that Final Completion is delayed beyond the Scheduled Final Completion Date.

6.4.3 The categories of liquidated damages set forth above are cumulative and may accrue simultaneously.

Article 7

Price

7.1 Price.

7.1.1 For completion of the Phase 1 Scope of Services (Exhibit C), Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract a sum not to exceed Six hundred eight thousand nineteen Dollars (\$ 608,019.00). Unless otherwise provided in the Contract Documents, the Phase 1 Services compensation is deemed to include all sales, use, consumer, and other taxes mandated by applicable Legal Requirements.

7.1.2 For Phase 2 Services, Owner shall pay Design-Builder, in accordance with Article 6 of the General Conditions of Contract, the Contract Price, as described in Section 2.3.1.1 of this Agreement.

7.2 The parties acknowledge that the Owner has the right to require that the Phase 2 Proposal's pricing and the Design-Build Fee be converted to a Lump Sum arrangement using the Lump Sum Design-Build Fee of 8 %.

7.3 Construction General Conditions Fee. Owner shall pay the Lump Sum Construction General Conditions Fee of (to be negotiated with and included in the Phase 2 Contract Price Proposal) Dollars (\$ TBD) for all Construction General Conditions Work as defined in **Exhibit D**. The Construction General Conditions Fee shall be paid monthly based on the percent of Cost of Work completed in the month covered by Design-Builder's pay application. The Construction General Conditions Fee shall cover all Construction General Conditions Work, regardless of whether the work is completed by the Design-Builder, a Key Firm, or Subcontractor.

7.4 Design-Build Fee.

7.4.1 The Design-Build Fee shall be 5 % of the Cost of the Phase 2 Work, as adjusted in accordance with Section 7.4.2 below.

7.4.2 The Design-Build Fee shall be adjusted as follows for any changes in the Work as set forth in a Change Order. It is agreed that Design-Builder shall receive a fee for overhead and profit of 8 % of the additional Cost of the Phase 2 Work incurred for that Change Order. This percentage shall still be applied even if the Contract Price for Phase 2 and the Design-Build Fee are converted to a Lump Sum pursuant to Section 7.2. In addition, Design-Builder shall be compensated for actual, demonstrable impacts, if any, on Construction General Conditions Fee items based on the circumstances of the Change Order.

7.5 Cost of the Phase 2 Work.

7.5.1 The term "Cost of the Phase 2 Work" shall mean costs reasonably incurred by Design-Builder in the proper performance of the Phase 2 Work. The Cost of the Phase 2 Work shall not include any Pass-Through Costs (as defined in Section 7.5.3), Construction General Conditions Work (as defined in Section 7.3), or costs intended to be covered by the Design-Build Fee (as defined in Section 7.2 or 7.4, as applicable). For the avoidance of doubt, any confusion about the categorization of cost items between the Cost of the Phase 2 Work and Pass-Through Costs shall be resolved in favor of Pass-Through-Costs. Further, any confusion about the categorization of cost items between the Cost of the Phase 2 Work and Construction General Conditions Fee or Design-Build Fee shall be resolved in favor of Construction General Conditions Fee and Design-Build Fee, respectively. The Cost of the Phase 2 Work shall include only the following:

7.5.1.1 Except for those supervisory and administrative personnel who are covered by the General Conditions Fee (Exhibit D), wages of direct employees of Design-Builder performing the Work at the Site or, with Owner's agreement, at locations off the Site.

7.5.1.2 Except for those supervisory and administrative personnel who are covered by the General Conditions Fee (Exhibit D), wages or salaries of Design-Builder's personnel engaged in the performance of the Work and who are located at the Site or working off-Site to assist in the production or transportation of material and equipment necessary for the Work.

7.5.1.3 Except for those supervisory and administrative personnel who are covered by the General Conditions Fee (Exhibit D), wages or salaries of Design-Builder's personnel stationed at Design-Builder's principal or branch offices to the extent they are assisting with the Work.

7.5.1.4 A multiplier of 44 % shall be applied to the wages and salaries of craft employees and a multiplier of 38 % shall be applied to the wages and salaries of non-craft support employees of Design-Builder covered under Sections 7.5.1.1 through 7.5.1.3 to account for employee benefits.

7.5.1.5 Payments properly made by Design-Builder to Subcontractors and Design Consultants for performance of portions of the Work.

7.5.1.6 Costs, including acquisition, transportation, inspection, testing, storage, and handling of materials, furnishings, equipment, and supplies incorporated or reasonably used in completing the Work.

7.5.1.7 Costs of removal of debris and waste from the Site.

7.5.1.8 All fuel and utility costs incurred in the performance of the Work.

7.5.1.9 The cost of defending suits or claims for infringement of patent rights arising from Design-Builder's use of a particular design, process, or product required by Owner, paying legal judgments against Design-Builder resulting from such suits or claims, and paying settlements made with Owner's consent.

7.5.1.10 Deposits which are lost, except to the extent caused by Design-Builder's negligence.

7.5.1.11 Costs incurred in preventing damage, injury, or loss in case of an emergency affecting the safety of persons and property except to the extent caused by Design-Builder's negligence.

7.5.1.12 Other costs reasonably and properly incurred in the performance of the Work to the extent approved in writing by Owner.

7.5.1.13 Site security, temporary fencing, signage, and similar security and safety measures for active construction areas.

7.5.2 Non-Reimbursable Costs. The following shall be excluded from the Cost of the Phase 2 Work:

7.5.2.1 Compensation for Design-Builder's personnel stationed at Design-Builder's principal or branch offices, except as provided for in connection with Sections 7.5.1.1, 7.5.1.2, and 7.5.1.3, costs associated with Construction General Conditions Work, items intended to be covered by the Design-Build Fee, and Pass-Through Costs.

7.5.2.2 General expenses not specifically provided for herein.

7.5.2.3 The cost of Design-Builder's capital used in the performance of the Work.

7.5.2.4 If the parties have agreed on a GMP, costs that would cause the GMP, as adjusted in accordance with the Contract Documents, to be exceeded.

7.5.2.5 Any bonuses or incentive pay that is the obligation of Design-Builder to pay.

7.5.3 Pass-Through Costs. The following costs shall be passed through and paid without mark-up or any added Design-Build Fee:

7.5.3.1 Premiums for insurance and bonds required by this Agreement or the performance of the Work.

7.5.3.2 Sales, use, or similar taxes, tariffs, or duties incurred in the performance of the Work.

7.5.3.3 Costs for permits, royalties, licenses, tests, and inspections.

7.5.3.4 Costs for the work of any personnel charged at all-inclusive billing rates.

7.6 The Guaranteed Maximum Price.

7.6.1 Design-Builder guarantees that it shall not exceed any GMP that may be established in the Contract Price Amendment. Documents used as basis for the GMP shall be identified in the Contract Price Amendment. Design-Builder does not guarantee any specific line item provided as part of the GMP, provided, however, that it does guarantee the line item(s) for its general project management and general conditions costs ("General Conditions Cap"). Design-Builder agrees that it shall be responsible for paying the applicable general conditions costs in excess of the General Conditions Cap, as well as be responsible for all costs of completing the Work which exceed the GMP, as said general conditions line item(s) and the GMP may be adjusted in accordance with the Contract Documents.

7.6.2 The GMP may include a Design-Builder's Contingency as part of the estimated Cost of Phase 2 Work. The Design-Builder's Contingency shall be included in all cost estimates prepared by the Design-Builder during the course of Phase 1. Design-Builder's Contingency shall be calculated based on the probability-weighted risks and unknowns assumed by the Design-Builder at the time each estimate is prepared and is expected to decline as the design progresses. Any Design-Builder Contingency associated with the GMP and included in the Contract Price Amendment is available for Design-Builder's exclusive use for unanticipated costs it incurs that are not the basis for a Change Order under the Contract Documents. By way of example, and not as a limitation, such costs may include: (a) trade buy-out differentials; (b) overtime or acceleration not caused by Design-Builder or its subcontractors of any tier; (c) escalation of materials; (d) Subcontractor defaults; or (e) those events under Section 8.2.2 of the General Conditions of Contract that result in an extension of the Contract Time but do not result in an increase in the Contract Price. The Contingency is not available to Owner for any reason, including changes in scope or any other item which would enable Design-Builder to increase the GMP under the Contract Documents. Design-Builder shall provide Owner notice of all anticipated charges against the Contingency and shall provide Owner as part of the monthly status report required by Section 2.1.2 of the General Conditions of Contract an accounting of the Contingency, including all reasonably foreseen uses or potential uses of the Contingency in the upcoming three (3) months. Design-Builder agrees that with respect to any expenditure from the Contingency relating to a Subcontractor default or an event for which insurance or bond may provide reimbursement, Design-Builder shall in good faith exercise reasonable steps to obtain performance from the Subcontractor and/or recovery from any surety or insurance company. Design-Builder agrees that if Design-Builder is subsequently reimbursed for said costs, then said recovery shall be credited back to the Contingency.

7.6.3 Savings.

7.6.3.1 If the sum of the actual Design-Build Fee (as defined in Section 7.2 or 7.4, as applicable), the Construction General Conditions Fee (Section 7.3), Pass-Through Costs (Section 7.5.3) plus the Cost of the Phase 2 Work (Section 7.5) as provided in Article 7 is less than the GMP, as such GMP may have been adjusted over the course of the Project, the difference ("Savings") shall be shared as follows: forty percent (40%) to Design-Builder and sixty percent (60%) to Owner.

7.6.3.2 Savings shall be calculated and paid as part of Final Payment under Section 8.4, with the understanding that to the extent Design-Builder incurs costs after Final Completion that would have been payable to Design-Builder as a Cost of the Phase 2 Work, the parties shall recalculate the Savings in light of the costs so incurred, and Design-Builder shall be paid by Owner accordingly. Cost savings are not available for early works packages but will be carried forward and accounted for at Final Payment.

7.7 Allowance Items and Allowance Values.

7.7.1 Any and all Allowance Items, as well as their corresponding Allowance Values, shall be set forth in the Contract Price Amendment.

7.7.2 Design-Builder and Owner shall work together to review the Allowance Items and Allowance Values based on design information then-available to determine that the Allowance Values constitute reasonable estimates for the Allowance Items. Design-Builder and Owner shall continue working closely together during the preparation of the design to develop Construction Documents consistent with the Allowance Values. Nothing herein is intended in any way to constitute a guarantee by Design-Builder that the Allowance Item in question can be performed for the Allowance Value.

7.7.3 No Work shall be performed on any Allowance Item without Design-Builder first obtaining Owner's prior written authorization to proceed. Owner agrees that if Design-Builder is not provided with written authorization to proceed by the date set forth in the Project Schedule approved with the Contract Price Amendment, due to no fault of Design-Builder, Design-Builder may be entitled to an adjustment of the Contract Time(s) and Contract Price.

7.7.4 The Allowance Value includes the direct cost of labor, materials, equipment, transportation, taxes, and insurance associated with the applicable Allowance Item. All other costs and fees, however characterized, are deemed to be included in the original Contract Price and are not subject to adjustment notwithstanding the actual amount of the Allowance Item.

7.7.5 Whenever the actual cost for an Allowance Item is more or less than the stated Allowance Value, the Design-Builder shall report such difference to Owner so that Owner can maintain a running tally of Allowance Item costs against Allowance Values. Prior to final payment, the Contract Price shall be adjusted accordingly by Change Order, subject to Section 7.7.4. The amount of the Change Order shall reflect the difference between actual costs incurred by Design-Builder for all Allowance Items and the total Allowance Value.

Article 8

Procedure for Payment

8.1 Payment for Phase 1. Payment for Phase 1 services shall be based on the not-to-exceed Phase 1 price. No markups shall be added to billings from any subconsultants or subcontractors for Phase 1 services.

8.2 Contract Price Progress Payments.

8.2.1 Design-Builder shall submit to Owner on the first day of each month, beginning with the first month after the Notice to Proceed is issued, Design-Builder's Application for Payment in accordance with Article 6 of the General Conditions of Contract.

8.2.2 Owner shall make payment within forty-five (45) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions of Contract and Section 8.3 of this Agreement.

8.2.3 If the Design-Build Fee in Section 7.2 or 7.4, as applicable, is a fixed amount, the amount of Design-Build Fee to be included in Design-Builder's monthly Application for Payment and paid by Owner shall be proportional to the percentage of the Work completed, less Design-Build Fee payments previously made.

8.3 Retainage on Progress Payments.

8.3.1 Owner shall retain five percent (5%) of the amount owed under each Application for Payment for Phase 2 Work. Within thirty (30) days after Substantial Completion, Owner shall release to Design-Builder all retained amounts, less an amount equal to: (a) the reasonable value of all remaining or incomplete items of Work; and (b) all other amounts Owner is entitled to withhold pursuant to the General Conditions of Contract.

8.4 Final Payment. Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions of Contract. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment (less any amount the parties may have agreed to set aside for warranty work and punch list items) within forty-five (45) days after Owner's receipt of the Final Application for Payment, provided that Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions of Contract.

8.5 Record Keeping and Finance Controls. Design-Builder acknowledges that this Agreement shall be administered on an open-book arrangement relative to the Cost of the Work. Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of three (3) years after Final Payment, Owner and Owner's accountants shall be afforded access to, and the right to audit from time to time, upon reasonable notice, Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda, and other data relating to the Work, all of which Design-Builder shall preserve for a period of three (3) years after Final Payment. Such inspection shall take place at Design-Builder's offices located at 310 Junction Street, Cottonwood, ID 83522 during normal business hours, unless another location and time is agreed to by the parties. Any multipliers or markups agreed to by the Owner and Design-Builder as part of this Agreement are only subject to audit to confirm that such multiplier or markup has been charged in accordance with this Agreement, but the composition of such multiplier or markup is not subject to audit. Any lump sum agreed to by the Owner and Design-Builder as part of this Agreement is not subject to audit.

Article 9

Termination for Convenience and Termination Due to Non-Appropriation of Funds

9.1 Upon ten (10) days' written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Agreement. In such event, Owner shall pay Design-Builder for the following:

9.1.1 All services performed and Work executed up to the date of termination, less the total of payments previously made;

9.1.2 The reasonable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors and Design Consultants; and

9.1.3 Overhead and profit in the amount of eight percent (8%) on the sum of items 9.1.1 and 9.1.2 above.

9.2 If Owner terminates this Agreement pursuant to this Article 9 and proceeds to design and construct the Project through its employees, agents, or third parties, Owner's rights to use the Work Product shall be as set forth in Sections 5.2 and 5.3.

9.3 Design-Builder understands that Owner is strictly bound by Article VIII, § 3 of the Idaho Constitution, which prohibits Owner from incurring any indebtedness or liability, in any manner, beyond its current fiscal

year, which is October 1 through September 30. This Agreement is wholly contingent upon the annual appropriation of funds by Owner for its duties under this Agreement. Said appropriation may be made solely at the option and discretion of Owner. In the event that Owner does not appropriate funds for its duties under this Agreement for the ensuing fiscal year, for any reason, Owner may terminate this Agreement without penalty. Owner shall give prompt written notice to Design-Builder attesting to the non-appropriation of funds and the effective date of termination, and no financial obligations shall accrue after the effective date of said termination.

Article 10

Representatives of the Parties

10.1 Owner's Representatives.

10.1.1 Owner designates the individual listed below as its Senior Representative ("Owner's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract:

Nate Smith, Wastewater Utility Systems Manager
Phone: 208-792-7389
Email: nsmith@cityoflewiston.org

10.1.2 Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibilities set forth in Section 3.4 of the General Conditions of Contract:

Merrick and Company
Ryan Rehder
Phone: 208-553-5507
Email: ryan.rehder@merrick.com

10.2 Design-Builder's Representatives.

10.2.1 Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract:

Morris B. Arnzen, President
Phone: 208-962-3903 cell 208-507-0042
Email: abcinc@arnzenconstruction.com

10.2.2 Design-Builder designates the individual listed below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract:

Morris B. Arnzen, President
Phone: 208-962-3903 cell 208-507-0042
Email: abcinc@arnzenconstruction.com

Article 11

Bonds and Insurance, Warranties, and Guarantee

11.1 Insurance. Design-Builder shall procure the insurance coverages set forth in **Exhibit F**, attached hereto and in accordance with Article 5 of the General Conditions of Contract.

11.2 Bonds and Other Performance Security.

11.2.1 Performance Bond: Design-Builder shall provide a performance bond in substantially the form attached as **Exhibit G** and in the amount of 100% of the Contract Price Amendment established pursuant to Section 7.1.2 conditioned upon the faithful performance of all Design-Builder's obligations under the Contract Documents in accordance with the plans, specifications, and conditions thereof. Said bond shall be solely for the protection of the Owner. Design-Builder shall increase the amount of the performance bond with any amendment increasing the Contract Price.

11.2.2 Payment Bond: Design-Builder shall provide a labor and material payment bond in substantially the form attached as **Exhibit H** and in the amount of 100% of the Contract Price Amendment established pursuant to Section 7.1.2 solely for the protection of persons supplying labor or materials, or renting, leasing, or otherwise supplying equipment to the contractor or his subcontractors in the prosecution of the Work provided for in such contract. Design-Builder shall increase the amount of the payment bond with any amendment increasing the Contract Price.

11.2.3 This section intentionally left blank.

11.2.4 Design-Build Warranty: If the parties enter into a Contract Price Amendment, then in addition to other promises and warranties contained in the Contract Documents, Design-Builder specifically warrants to the Owner that the Work, including, but not limited to, equipment and materials shall be: (a) new, unless otherwise specified in the Contract Documents; (b) of good quality; (c) in conformance with the Contract Documents; and (d) free of defects in materials and workmanship. Further, Design-Builder specifically warrants to the Owner that all Work will be free from defects not inherent in the quality required or permitted and conform with the requirements and specifications of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized by Owner, may be considered defective under Section 2.10 of the General Conditions of Contract. This Design-Builder's warranty excludes defects caused by abuse, modifications not executed by the Design-Builder, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. Neither Substantial Completion, Final Completion, Final Payment, nor any provision in the Contract Documents nor partial or entire occupancy of the Project by the Owner shall constitute an acceptance of Work not done in accordance with the Contract Documents or relieve the Design-Builder of liability with respect to any expressed or implied warranties or responsibility for defective Work. This Design-Build Warranty shall continue for one (1) year following Final Completion. No warranty work completed during the warranty period will extend the warranty period.

11.2.5 Securing and Assigning Manufacturer's Warranties: Design-Builder shall work with Owner to identify requirements for manufacturer's equipment and materials warranties, including the need for any extended warranties. Manufacturer warranties shall run from the time equipment or materials are installed. Design-Builder shall be responsible for any costs associated with warranties, provided that Owner shall pay premiums for extended warranties requested or required by Owner. The Design-Builder shall be responsible for obtaining agreed-to equipment warranties and assigning them to the Owner. The Owner anticipates extended warranties will be required for all roofs and coatings. The time periods for all extended warranties shall be agreed upon as part of the Contract Price Amendment.

Article 12

Other Provisions

12.1 Other provisions shall be as follows:

12.1.1 Any claims, disputes, or controversies between the parties arising out of or related to this Agreement, or the breach thereof, which have not been resolved by mandatory non-binding mediation in accordance with the procedures set forth in Section 10.2 of the General Conditions of Contract shall be resolved in the Second Judicial District Court of the State of Idaho with venue in Nez Perce County, Idaho.

12.1.2 The parties' obligations and rights under the Contract Documents shall be governed by the laws and decisions of the state of Idaho.

12.1.3 *Notices.* All notices, requests, demands, statements, and consents required or permitted to be given pursuant to this Agreement (collectively, "Notices") shall be in writing and signed by or on behalf of the party giving the notice. Such Notices shall be deemed delivered: (a) immediately if hand-delivery; (b) seventy-two (72) hours after depositing the same in the U.S. mail, certified or registered, addressed to the respective addresses set forth below; or (c) one (1) business day after depositing the same with a recognized commercial air courier or express service, addressed to the respective addresses set forth below.

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

Design-Builder: Arnzen Building Construction Inc
Morris B. Arnzen
310 Junction Street
Cottonwood, ID 83522

Either party may, by like notice, designate further or different addresses to which subsequent Notices shall be sent. Any notice hereunder signed on behalf of the notifying party by a duly authorized attorney at law shall be valid and effective to the same extent as if signed on behalf of such party by a duly authorized officer or employee.

12.1.4 All Exhibits, schedules, attachments, and other documents mentioned in this Agreement shall be incorporated by reference, including, without limitation, the Contract Documents identified in Section 3.1.

12.1.5 Design-Builder shall comply, and assure compliance by all Subcontractors and Sub-subcontractors, with Lewiston City Code Chapter 38 prohibiting discrimination on the basis of familial status, sexual orientation, gender identity/expression, ancestry, religion, creed, age, marital status, physical or mental disability.

12.1.6 Design-Builder shall comply with Idaho Code § 54-1904A and the directives of the Idaho State Tax Commission by timely filing a WH-5 Public Works Contract Report in substantially the form attached as **Exhibit I**.

12.1.7 Notwithstanding anything in the Contract Documents to the contrary, nothing shall prohibit Owner from asserting claims against the Design-Builder for breach of contract or any tort arising out of Design-Builder's Work on the Project within the applicable statute of limitation.

12.1.8 Anti-Boycott Certifications: Design-Builder hereby certifies pursuant to Idaho Code § 67-2346 that Design-Builder, its wholly owned subsidiaries, majority owned subsidiaries, parent companies and affiliates are not currently engaged in, and will not for the duration of this Agreement knowingly engage in, a boycott of goods or services from Israel or territories under its control. Design-Builder hereby certifies pursuant to Idaho Code § 67-2347A that Design-Builder is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of any individual or company because the individual or company: (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in section 18-3302(2)(d), Idaho Code.

12.1.9 No Public Funds for Abortion Act: Pursuant to Idaho Code § 18-8703, Design-Builder certifies that it is not, and will not for the duration of the Agreement, become an abortion provider or an affiliate of an abortion provider, as those terms are defined in the “No Public Funds for Abortion Act,” Idaho Code §§ 18-8701 et seq.

12.1.10 Pursuant to Idaho Code § 67-2346, Design-Builder certifies that it is not currently, and will not for the duration of this Agreement, be owned or operated by the People’s Republic of China.

[End of text. Signature follow.]

By executing this Agreement, Owner and Design-BUILDER each individually represent that it has the necessary corporate approvals to execute this Agreement and perform the services described herein.

This Agreement is executed on the last day and year written below ("Effective Date").

DATED this _____ day of _____ 2026.

CITY OF LEWISTON, Owner

By: _____
Daniel Johnson, Mayor

ATTEST:

Tanya Brocke, City Clerk

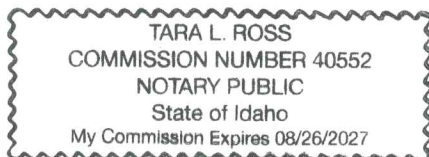
DATED this 2 day of September 2026.

Arnzen Building Construction Inc., Design-BUILDER

By: Morris B. Arnzen
Morris B. Arnzen, President

STATE OF IDAHO)
) ss.
County of Idaho)

On this 2nd day of September 2026, before me, a Notary Public, personally appeared Morris B. Arnzen, known or identified to me as the President of Arnzen Building Construction Inc., and stated she/he has the authority to execute this instrument on behalf of Arnzen Building Construction Inc., and did execute this instrument on behalf of Arnzen Building Construction Inc.



Tara L. Ross
Notary Public for the State of Idaho
Commission Expires 8/26/27

Exhibits

- Exhibit A: Existing Site Information
- Exhibit B: Project Criteria
- Exhibit C: Phase 1 Scope of Services
- Exhibit D: Work included in Construction General Conditions
- Exhibit E: Key Firms and Key Personnel (from Design-Builder's SOQ)
- Exhibit F: Insurance Terms
- Exhibit G: Form of Performance Bond
- Exhibit H: Form of Payment Bond
- Exhibit I: Idaho State Tax Commission WH-5 Public Works Contract Report

EXHIBIT A

OWNER-PROVIDED SITE INFORMATION

This Exhibit A identifies preliminary site information made available by the City to the Design-Builder as of the Effective Date of the Progressive Design-Build Agreement for the Wastewater Administration Building Project.

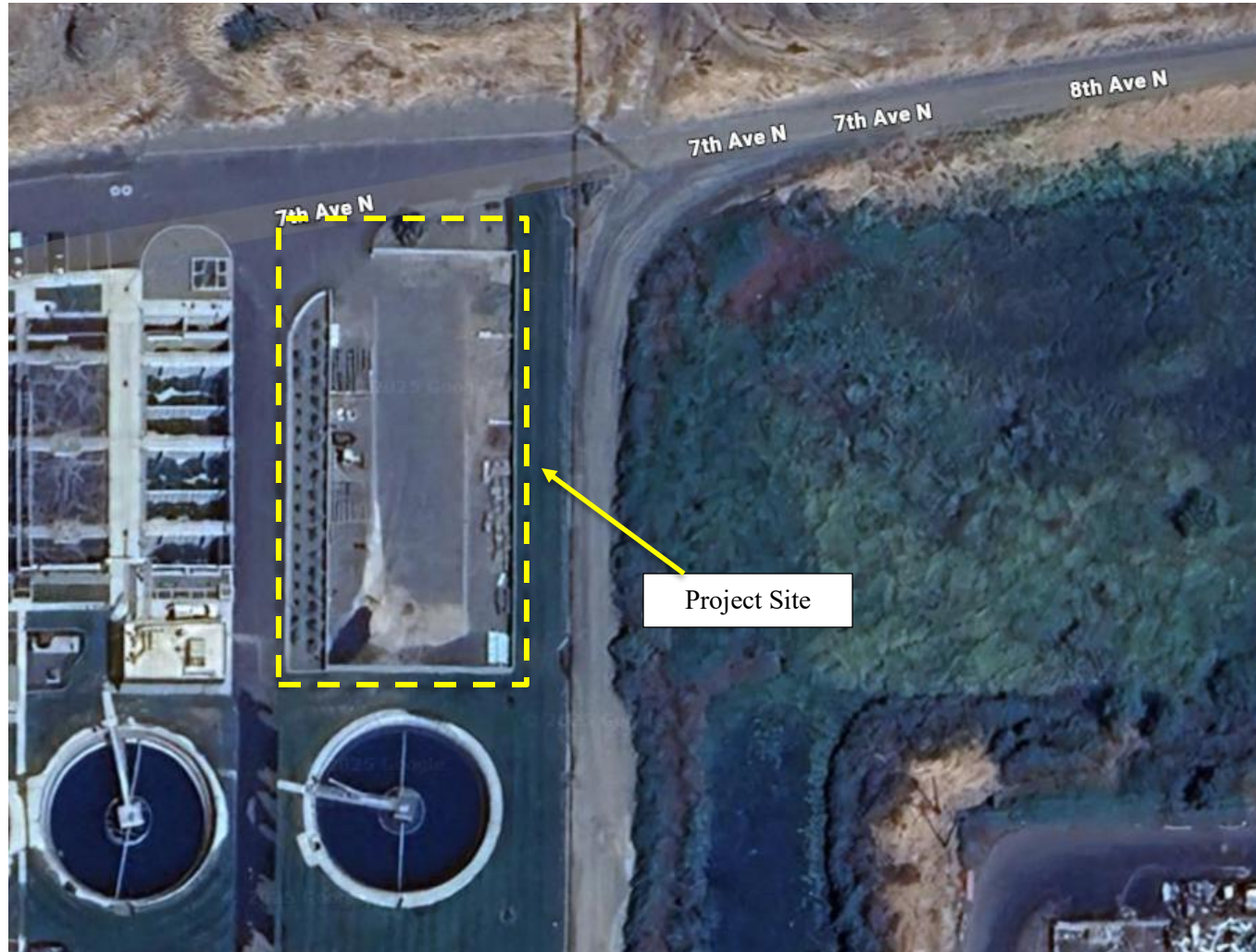
- As of the Effective Date, the following materials have been made available:
 - Existing site aerial image of the Project site.
 - Conceptual site plan and related background materials, if any.

No additional subsurface investigations, surveys, geotechnical reports, environmental studies, or other detailed site investigations have been provided to the Design-Builder as of the Effective Date unless expressly identified above.

Site Information developed during Phase 1, including but not limited to survey data, geotechnical information, environmental assessments, and verification of existing conditions, shall be incorporated into the Agreement by amendment or attachment and may supplement or replace the preliminary information identified herein.

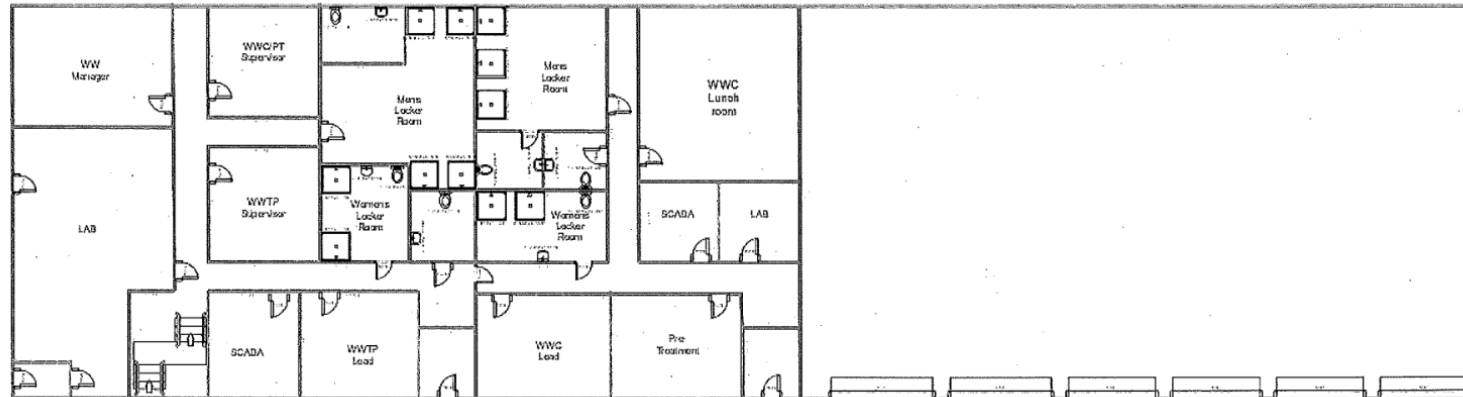
The materials identified in this Exhibit A are provided for reference and planning purposes only and do not constitute a representation or warranty by the City regarding existing site conditions.

Project Site



Conceptual Site Plan

Wastewater Treatment/Collection/Pre-treatment Administration Building First Floor Concept



Wastewater Treatment/Collection/Pre-treatment Administration Building Second Floor Concept

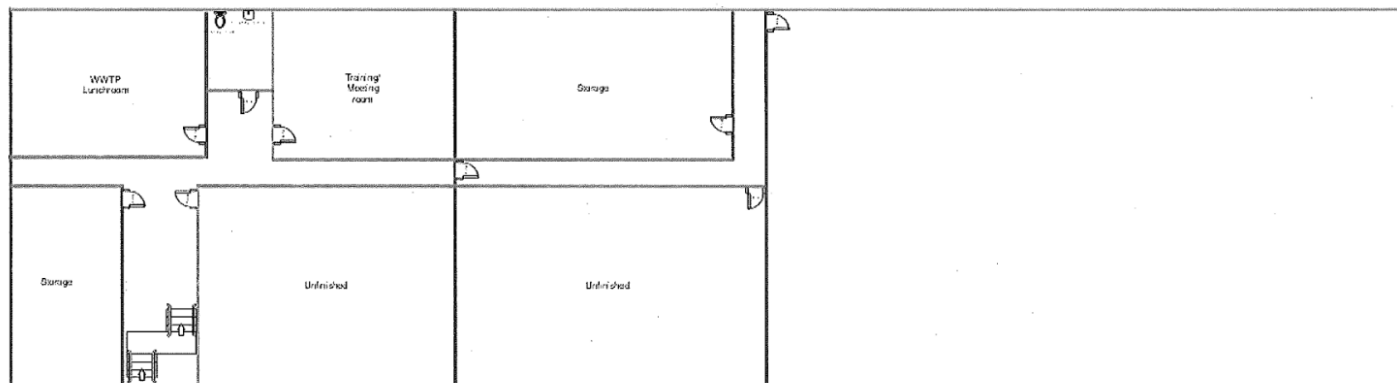


EXHIBIT B

OWNER'S PROJECT CRITERIA

Wastewater Administration Building Project
City of Lewiston, Idaho

1. Owner's Use Requirements

The Project entails the design and construction, with fixtures, of a Wastewater Administration Building to serve the operational and administrative needs of the Lewiston Wastewater Department.

The facility shall:

- Provide workspace for 18 wastewater employees.
- Support wastewater treatment, collections, and pre-treatment administrative functions.
- Include laboratory, SCADA, training, locker, and support spaces.
- Provide vehicle and supply storage.
- Be fully functional and operational upon completion.

2. Space Requirements

The building shall be approximately 12,000 square feet with approximate dimensions of 210 feet by 55 feet.

Approximately 7,000 square feet shall provide employee workspace and approximately 5,000 square feet shall provide vehicle and supply storage.

Minimum required spaces include:

- 6 offices
- 1 large conference/training room
- 2 men's locker rooms (one with 4 showers, 10 lockers and restroom; one with 3 showers, 8 lockers and restroom)
- 2 women's locker rooms (each with 1 shower, 2 lockers and restroom)
- 2 additional separate restrooms
- 2 break rooms (each accommodating 8 employees)
- 2 laboratories (1 large with ventilation hood; 1 small)
- 2 small SCADA offices
- 2 small laundry rooms (1 washer and 1 dryer in each)
- Open vehicle storage area with 6 vehicle bays (minimum 54-foot depth; 2 bays with 14'x14' roll-up doors; 4 bays with 12'x12' roll-up doors)
- Energy-efficient utilities
- Concrete aprons, asphalt paving, onsite parking, drainage facilities, lighting, and landscaping

3. Price Requirements

The total Project budget shall not exceed \$5,500,000. This amount shall include all design, engineering, geotechnical services, administration, bonding, insurance, fees, permits, construction, contingency, furniture, fixtures, equipment, and all work necessary to provide a fully functional facility.

The Progressive Design-Build Agreement shall require development of a Guaranteed Maximum Price (GMP) not to exceed \$5,500,000.

Pricing shall be transparent and consistent with progressive design-build principles and shall maximize value within the established budget.

4. Time Requirements

The Design-Builder shall develop and adhere to a contractually obligated overall Project schedule. The Project shall be completed as soon as practicable while maintaining quality and safety standards.

The Design-Builder shall be responsible for scheduling, coordination of all construction work, and delivering the Project within predetermined budget limits and schedule constraints.

5. Site Requirements

The Project site is located at the wastewater treatment plant at 900 7th Avenue North, Lewiston, Idaho. Available site dimensions are approximately 220 feet north to south and 120 feet east to west.

The Design-Build Team shall integrate necessary infrastructure improvements including stormwater, water, sewer, and transportation needs, obtain all required permits, and ensure compliance with applicable regulations.

6. Performance Requirements

The Project shall be delivered using a Progressive Design-Build methodology and incorporate sustainable strategies to minimize energy consumption, conserve resources, reduce environmental impact, and improve occupant productivity, health, and safety.

The Design-Builder shall be responsible for means and methods of construction, safety, testing and inspection, substantial completion, final completion, and providing all labor, materials, and equipment necessary for a complete Project.

7. Expandability Requirements

The design shall maximize efficient use of available square footage and allow flexibility in interior layout where feasible. The facility should support potential future reconfiguration or operational changes within existing site constraints.

EXHIBIT C - PHASE 1 SCOPE OF SERVICES

Wastewater Administration Building Project

City of Lewiston, Idaho

Purpose. Exhibit C defines Phase 1 design and preconstruction services for the Progressive Design-Build Wastewater Administration Building Project. Phase 1 is intended to validate the Owner's requirements; document the technical, operational, schedule, risk, and cost basis for the Project; support informed Owner decisions; establish the Phase 2 Proposal and Guaranteed Maximum Price (GMP) at the agreed sixty percent (60%) design milestone; prepare and coordinate permit documents; obtain required permits and approvals within the Design-Builder's scope; and complete coordinated, signed and sealed one hundred percent (100%) Construction Documents. Phase 1 does not authorize construction, procurement, field mobilization, or early work unless separately approved. Arnzen Building Construction is the Design-Builder and single point of responsibility to the Owner.

KEY PHASE 1 MILESTONES	
GMP Milestone	The Phase 2 Proposal and GMP shall be prepared and submitted based on the approved 60% design and the complete GMP Basis Documents.
Phase 1 Completion	Phase 1 includes permit documents, ordinary agency coordination, required permits and approvals within the Design-Builder's scope, and coordinated signed and sealed 100% Construction Documents.
Phase 2 Authorization	The Owner may authorize Phase 2 after acceptance of the 60% GMP. Early Phase 2 authorization does not waive, duplicate, reclassify, or terminate the remaining Phase 1 services.
Construction Limitation	No construction shall proceed from incomplete design documents except through a separately authorized early-work package.

1. Phase 1 Intent, Objectives, and Decision Gates

- Validate and refine the Owner's Project Criteria, scope, schedule, budget, assumptions, proposal commitments, site constraints, utility information, and Project risks.
- Conduct a preliminary program review to confirm that Project requirements are defined, realistic, operationally appropriate, and aligned with the Owner's goals and available budget.
- Develop and maintain the OPR, BOD, milestone design documents, cost model, risk register, decision log, and GMP Basis Documents.
- Use a collaborative process involving the Owner, Design-Builder, RGU Architecture, consultants, wastewater administration, operations, maintenance, SCADA / IT, laboratory staff, key trade partners, suppliers, and agencies as needed.
- Confirm the Project can be delivered as a complete, functional, permitted, durable, maintainable, energy-conscious, code-compliant facility within the established budget and schedule.
- Provide Owner decision points at Project launch, OPR approval, 30% design, building-system selection, 60% design / GMP development, permit documents, 100% Construction Documents (final design), and Phase 2 authorization.
- Use open-book cost modeling, constructability review, lifecycle-value review, and risk management so scope, cost, schedule, durability, operations, and risk alignment are confirmed before advancing.
- Develop a preliminary schedule and maintain an updated Project schedule showing Phase 1 design, Owner decisions, investigations, permitting, trade pricing, the 60% GMP milestone, 100% Construction Documents, early-work opportunities, and Phase 2 activities.

2. Roles, Responsibilities, OPR, BOD, Existing Conditions, and Surveys

- Arnzen shall lead the design-build process and coordinate preconstruction services. RGU shall lead architectural design, OPR / BOD documentation, BIM / 3D coordination, consultant coordination, and architectural QA/QC. Consultants and trade partners shall provide discipline-specific design, estimating, constructability, and market input.
- Review the RFQ, addenda, Owner's Project Criteria, proposal commitments, conceptual plans, City-provided site and utility information, GIS data, wastewater operations requirements, and other available Project information.
- Conduct OPR workshops to confirm staffing, workflows, adjacencies, public/staff separation, training, laboratory needs, locker/shower areas, break areas, laundry, storage, vehicle-bay operations, parking, circulation, future flexibility, security, and maintainability.
- Document performance priorities including durability, lifecycle cost, energy efficiency / sustainability, indoor environmental quality, daylighting, acoustics, safety, security, redundancy requirements, equipment access, maintenance access, and operational continuity.
- Prepare and update the BOD explaining how the design satisfies the approved OPR and Owner's Project Criteria. Include design assumptions, selected and rejected alternatives, codes, standards, permitting basis, performance criteria, sustainability approach, cost and schedule assumptions, and discipline narratives for architectural, civil, structural, MEP, fire protection, technology / SCADA, envelope, laboratory, site, security, and commissioning.

- Coordinate and complete required preconstruction surveys and investigations, including survey, utility locates, site verification, geotechnical investigation, and other investigations needed to support design, pricing, permitting, and construction planning.
- Identify groundwater, fill soils, floodplain, hazardous materials, environmental, archaeological, stormwater, utility, or other site issues requiring mitigation or Owner decisions.
- Prepare an Existing Conditions and Site Constraints Summary identifying findings, assumptions, risks, design implications, and recommended mitigation measures.
- Prepare a preliminary list of Site and infrastructure improvements, including stormwater, water and sewer systems, utility connections or relocations, access, circulation, parking, and transportation needs.
- The Design-Builder shall align the scopes of RGU and all downstream design consultants with the services and milestones in this Exhibit, including 60% GMP support, permit documents, ordinary agency comments, 100% Construction Documents, discipline coordination, and QA/QC.

3. Design, BIM / 3D Modeling, Systems Evaluation, and Technical Coordination

- Prepare conceptual options, 30% design documents, 60% design / GMP documents, permit and agency submittal documents, and coordinated signed and sealed 100% Construction Documents.
- The 100% Construction Documents shall include coordinated drawings, specifications, calculations, schedules, details, and other discipline deliverables required for permitting and construction. Signed and sealed drawings and specifications remain the controlling instruments.
- Prepare a BIM Execution Plan identifying model uses, responsible parties, software platforms, model-review and coordination procedures, file sharing, milestone deliverables, and model limitations. Use Revit or compatible BIM tools for architectural, structural, MEP, technology, SCADA-sensitive areas, laboratories, high-bay vehicle storage, and envelope coordination.
- Use 3D space planning, massing, walkthroughs, renderings, and model-based coordination to support Owner decisions on site fit, vehicle movement, layout, operations, lab and locker adjacencies, SCADA room locations, exterior character, maintenance access, and major system conflicts. Signed/sealed drawings and specifications remain the controlling instrument.
- Evaluate viable building systems, including pre-engineered metal building, insulated CMU, insulated precast, hybrid systems, and other proposed systems. Compare first cost, schedule, GMP certainty, durability, wet-area suitability, energy efficiency, safety, maintenance, warranty, site congestion, design flexibility, and lifecycle cost.
- Engage trade partners, fabricators, suppliers, and estimators early enough to provide market input on cost, availability, lead times, constructability, procurement risk, and schedule impact. Prepare a Building System Decision Matrix and document selected systems and rejected alternatives in the BOD and decision log.
- Coordinate SCADA / IT, laboratory, and critical systems early. Confirm space, cooling, power, backup power, pathways, grounding, security, environmental requirements, phasing, shutdown constraints, lab ventilation, exhaust, make-up air, plumbing, emergency fixtures, casework, storage, and code requirements.

4. Cost Modeling, Schedule, 60% GMP Development, Procurement, and Early Work

- Prepare a preliminary estimate of probable construction costs and develop and maintain an open-book cost model from concept through 30% design and the 60% GMP milestone. Cost information shall show trade costs, design fees, general conditions, contingency, allowances, alternates, escalation, assumptions, exclusions, and known risks.
- Prepare and submit the Phase 2 Proposal and GMP after the agreed 60% design documents, updated BOD, and other GMP Basis Documents are complete. The GMP shall identify all GMP Basis Documents and the date of each controlling document.
- After establishment of the 60% GMP, continue cost reconciliation through permit and 100% Construction Document completion. The Design-Builder shall manage Normal Design Development to remain consistent with the GMP and shall promptly identify any projected overrun or scope misalignment.
- Use real subcontractor, supplier, fabricator, and trade-partner input as early as practicable. Maintain a cost dashboard identifying budget status, unresolved decisions, options, risk allowances, and recommended actions.
- Prepare and maintain a Phase 1 schedule showing design milestones, Owner decisions, investigations, permitting, trade pricing, procurement decisions, 60% GMP development, 100% Construction Documents, early-work opportunities, long-lead items, and Phase 2 construction activities.
- Develop procurement strategies for key trades, suppliers, fabricators, and long-lead items including switchgear, mechanical equipment, laboratory equipment, special doors, envelope systems, structural systems, and other schedule-sensitive materials.
- No procurement, fabrication, field mobilization, or construction shall proceed from incomplete design documents unless the Owner separately authorizes an Early-Work Package in writing.
- Each Early-Work Package shall identify the controlling design documents, design status, price, schedule, assumptions, exclusions, interfaces with unfinished design, and responsibility for later coordination or change.
- Phase 1 shall continue after the 60% GMP through permit documents, agency review coordination, required permits and approvals within the Design-Builder's scope, and 100% Construction Documents.

5. Permitting, Risk, Operations Continuity, Safety, and QA/QC

- Prepare a preliminary code analysis covering occupancy, construction type, area / height, fire resistance, exiting, accessibility, energy code, plumbing fixture counts, laboratory ventilation, fire protection, and other applicable requirements.
- Prepare a permitting matrix identifying required permits, approvals, agencies, responsible parties, submittal timing, review periods, and assumptions. Coordinate with City building, fire, public works, wastewater, stormwater, utility, DEQ, environmental, floodplain, and other authorities as applicable. Conduct pre-application or agency meetings to reduce risk and improve schedule certainty.
- Prepare, submit, coordinate, and obtain required permits and agency approvals included in the Project scope. Respond to ordinary agency review comments and revise documents as needed through permit issuance.
- Ordinary agency comments and coordination inherent in the approved design are included in Phase 1. Substantive redesign caused by a Material Change shall be administered in accordance with the Agreement.
- Governmental or utility review durations outside the Design-Builder's reasonable control shall be reflected in the Project schedule and administered under the Agreement's time-adjustment provisions, if applicable.
- Develop and maintain a living Project Risk Register tracking budget, site constraints, utility conflicts, groundwater, floodplain issues, long-lead procurement, SCADA / IT continuity, laboratory ventilation, permitting, operations access, construction phasing, safety, weather, and building-system selection. Assign risk ownership, probability, impact, mitigation actions, decision deadlines, and cost / schedule allowance implications.
- Develop an Operations Continuity Plan covering construction access, work-zone separation, operational routes, emergency access, utility tie-ins, shutdown notification, communication protocols, and protection of existing wastewater operations. Prepare a preliminary Site-Specific Safety Plan appropriate for an active wastewater plant.
- Prepare a Phase 1 QA/QC Plan identifying review responsibilities, milestone procedures, discipline coordination steps, comment tracking, and responses before documents are issued. Conduct RGU, consultant, Arzen, and trade-partner quality / constructability reviews before 30%, 60%, permit, and 100% Construction Document submissions.
- Track Owner, QA/QC, constructability, and agency comments until resolved and incorporated into the drawings, specifications, BOD, cost model, risk register, and schedule.

6. Meetings, Communication, Documentation, and Closeout Planning

- Conduct a Phase 1 kickoff meeting to confirm goals, roles, communication protocols, document sharing, decision authority, schedule, deliverables, and immediate information needs.
- Conduct regular Owner / design-build team meetings and focused workshops for OPR, site / circulation, laboratory systems, SCADA / IT, building systems, 3D model review, cost-model review, risk review, permitting, 60% GMP development, and 100% Construction Document coordination.
- Maintain agendas, meeting notes, decision log, action-item log, issue log, risk register, cost dashboard, comment log, and document register. Use a shared project-management or file-sharing platform for current documents, records, cost information, action items, and deliverables.
- Plan for digital closeout during Phase 1, including record drawings, O&M manuals, warranty data, commissioning records, control sequences, asset information, and as-built BIM / model information appropriate for Owner maintenance needs.

7. Phase 2 Proposal / 60% GMP Package

- Open-book Contract Price / GMP with trade costs, contingencies, allowances, alternates, assumptions, clarifications, exclusions, unit prices, escalation assumptions, and schedule basis.
- Approved OPR, BOD, agreed modifications to Owner's Project Criteria, drawings, specifications, narratives, calculations, model coordination records, cost model, and other documents used as the GMP basis.
- Phase 2 Project Schedule including substantial completion, final completion, critical path, long-lead procurement, Early-Work Package assumptions, permit milestones, 100% Construction Document completion, and Owner decision deadlines.
- Construction quality plan, site-specific safety plan, operations continuity plan, logistics / phasing plan, preliminary commissioning / turnover plan, and a list of anticipated subcontractors, suppliers, fabricators, and key trade partners.
- Identification of remaining design, permitting, procurement, and construction risks with proposed mitigation measures and corresponding GMP allowances or contingencies.
- A statement that the GMP is established at 60% design and that Normal Design Development, permit documents, ordinary agency comments, and completion of the 100% Construction Documents are included in the identified Phase 1 scope and compensation.

8. Owner Review, Approval, Change Management, and Professional Responsibility

- The Owner shall provide timely review and decisions at the decision points identified in this Exhibit. Owner approval confirms the commercial, operational, aesthetic, scope, and program basis for continued development, cost modeling, GMP preparation, permitting, and completion of the 100% Construction Documents.
- Owner review, approval, acceptance, payment, or use of the design or GMP Basis Documents does not transfer professional responsibility to the Owner and does not relieve the Design-Builder or design professionals of their obligations under the Agreement or the applicable professional standard of care.

- The Owner may authorize Phase 2 and execute the Contract Price Amendment after acceptance of the 60% GMP, including incorporation of Owner comments appropriate to that milestone, before final completion of the entire Phase 1 Scope of Services.
- Authorization of Phase 2 before final completion of Phase 1 does not waive, duplicate, terminate, or reclassify the remaining Phase 1 services or compensation.
- Material changes to approved OPR, BOD, scope, system selections, site layout, or Owner decisions may require adjustments.
- Required early plans / submittals may include: Schedule Development Plan; Design Management Plan; BIM Protocol / BIM Execution Plan; GMP Development Plan; Cost Model Structure and Work Breakdown Structure; Proposed Work Groups; Subcontractor / Trade Partner Plan; Early GMP / Early Work Plan; Project Phasing and Staging Plan; Safety and Job Hazard Analysis; Quality Management Plan; Permitting Strategy Plan; and Closeout and Turnover Plan.

9. Phase 1 Milestone Summary

Milestone	Primary Purpose	Key Deliverables / Decisions
Launch / Validation	Confirm process, scope, information needs, schedule, and initial risks.	Kickoff; information request; preliminary schedule; decision log; risk register; OPR workshops; existing-conditions review; survey and investigation plan.
OPR / BOD Basis	Confirm Owner needs before design decisions are locked in.	Approved OPR; Project Criteria validation; initial BOD; program review; site and infrastructure constraints; SCADA / lab requirements; preliminary alternatives.
30% Design	Establish preferred Project direction and budget alignment.	Preferred site plan; building layout; major systems; envelope, civil, structural, MEP, SCADA / IT and lab approach; preliminary cost estimate; risk update.
60% Design / GMP	Confirm constructability, market pricing, schedule, and the Contract Price / GMP basis.	Building System Decision Matrix; 60% documents; trade pricing; cost dashboard; updated BOD; phasing / logistics; permit strategy; GMP Basis Documents; Phase 2 Proposal; open-book GMP; anticipated subcontractor list.
Permit Submission	Submit coordinated documents for agency review.	Permit documents; code analysis; calculations; agency applications; comment-tracking process; updated schedule and risk register.
100% CDs / Phase 1 Completion	Complete Phase 1 design and permitting obligations.	Ordinary agency responses; required permits and approvals within scope; signed and sealed 100% Construction Documents; final coordination and QA/QC; updated schedule, risk, continuity, safety, quality, commissioning, and turnover plans.

10. Phase 1 Emphasis for This Facility

- Protect ongoing wastewater operations by resolving access, staging, utility tie-in, shutdown, emergency access, and work-zone separation issues before construction (Phase 2) begins.
- Confirm SCADA / IT, laboratory, vehicle-bay, wet-area durability, ventilation, and maintenance-access requirements early enough to avoid late redesign or costly GMP qualifications.
- Keep the Owner informed with plain-language decision summaries explaining cost, schedule, lifecycle, maintenance, and operational impacts of major choices.
- Use the OPR, BOD, risk register, cost model, decision log, and indexed GMP Basis Documents together so the 60% GMP reflects the Project documents and the Owner's operational priorities.
- Complete permitting and 100% Construction Documents during Phase 1 so Phase 2 construction proceeds from coordinated, signed and sealed documents consistent with the accepted GMP basis.

EXHIBIT D



ARNZEN BUILDING CONSTRUCTION, INC

PO BOX 447 / 310 JUNCTION STREET

COTTONWOOD, IDAHO 83522

PH: 208-962-3903 FAX: 208-962-3120

abcinc@arnzenconstruction.com

Lewiston Wastewater Administration Building
Arnzen Project: 26014 LWAB

July 21th, 2026

Lauren Wilson
Ryan Rehder

We will complete the project per the Appendix D Progressive Design Build Agreement, and documents it lists. We have attached amended Exhibit C inside the RGU documents detailing the design process.

Agreement

7.1.1 Phase 1 Includes all Design team expenses to bring the plans to 100% complete. This includes the services listed in the Arnzen RGU Exhibit C and the general conditions.

We assume: A 4 month 121 to 150 day duration

7.1.1 Ph 1 scope of services	Quantity	Cost	Item total
RGU services	1	\$418,121.00	\$418,121.00
Additional fees			
Survey	1	\$8,700.00	\$8,700.00
Special foundations	1	\$8,500.00	\$8,500.00
Soils	1	\$10,000.00	\$10,000.00
OPR programming	1	\$12,900.00	\$12,900.00
Arnzen Fee on RGU services	0.1	\$458,221.00	\$45,823.00
Trade consultant fees	4	\$5,000.00	\$20,000.00
Arnzen Lewiston meeting Fee	11	\$600.00	\$6,600.00
Meeting Travel expense	11	\$125.00	\$1,375.00
Arnzen Office labor 30% design	6	\$3,000.00	\$18,000.00
Arnzen Office labor 60% design	6	\$3,000.00	\$18,000.00
Arnzen Office labor 100% design	6	\$3,000.00	\$18,000.00
Arnzen Office labor Ph 2 proposal	4	\$3,000.00	\$12,000.00
Arnzen reimbursable	4	\$2,500.00	\$10,000.00
Total			\$608,019.00



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 abcinc@arnzenconstruction.com

7.2 If the owner requires the design build fee converted to a lump sum arrangement, we propose a rate of 8% for the design build fee. This fee excludes general requirements and pass through costs. This rate is higher than the 7.4.1 fee because of the added risk. We are open to further negotiation of this rate at the end of phase 1 and the scope of work and risk are better identified.

7.3 Construction General Conditions Fee the cost based on Phase 2 duration and scope of work is [REDACTED]. We based this on a 365 day duration. The items can be adjusted to reduce expense based on the final scheduled duration and or eliminate items if not necessary for the project. (i.e fencing)

7.3 General Conditions	Quantity	Cost	Item total
Project manager	[REDACTED]	[REDACTED]	[REDACTED]
Superintendent / month	[REDACTED]	[REDACTED]	[REDACTED]
Home office support / month	[REDACTED]	[REDACTED]	[REDACTED]
Site meeting Project manager / weekly	[REDACTED]	[REDACTED]	[REDACTED]
Job Office	[REDACTED]	[REDACTED]	[REDACTED]
Job office Mobilization	[REDACTED]	[REDACTED]	[REDACTED]
Office equipment	[REDACTED]	[REDACTED]	[REDACTED]
Office Data	[REDACTED]	[REDACTED]	[REDACTED]
Project phone	[REDACTED]	[REDACTED]	[REDACTED]
Job travel superintendent	[REDACTED]	[REDACTED]	[REDACTED]
Redline drawings (Arnzen time)	[REDACTED]	[REDACTED]	[REDACTED]
Storage container 2 Pc 20'	[REDACTED]	[REDACTED]	[REDACTED]
Portable rest rooms 2 Pc	[REDACTED]	[REDACTED]	[REDACTED]
Waste removal	[REDACTED]	[REDACTED]	[REDACTED]
Temp utilities (power and water)	[REDACTED]	[REDACTED]	[REDACTED]
Construction fencing 300 lft per month	[REDACTED]	[REDACTED]	[REDACTED]
Project signage	[REDACTED]	[REDACTED]	[REDACTED]
Printing expense	[REDACTED]	[REDACTED]	[REDACTED]
Misc. other	[REDACTED]	[REDACTED]	[REDACTED]
Total			[REDACTED]

Construction General Conditions Fee to be negotiated with and included in Phase 2 Contract Price Proposal.

7.4.1 The Design-Build fee – We submit 5% for this fee. This is based on our understanding that this is the equivalent of a GMP contractor fee.



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7.4.2 Design-Build fee for changes – We submit 8% for this fee. Slightly higher than the project fee to cover added cost of research and estimating change orders.

7.5.1.4 The percentages added to gross wages to cover employer taxes and benefits including but not limited to FICA, SUDA, medical, vacation, and retirement costs. 44% for craft employees and 38% for non-craft employees.

We plan to put RGU and their consultants as cost line items on phase 2. I have attached their quote for full transparency. It shows both the Phase 1 and Phase 2 totals as well as additional fees like survey, special foundations, soils and OPR programming.

Please reach out to us as needed and we will respond quickly to your queries.

Regards,

Morris B. Arnzen, President



City of Lewiston
Waste Water Treatment
RGU Base Fees

Phase / Extra	Geo-Tech	Civil	RGU	DCI	MW	Totals
Phase I (30%)	\$ 9,500.00	\$ 8,000.00	\$ 60,546.00	\$ 9,000.00	\$ 24,192.00	\$ 111,238.00
Phase I (60%)	\$ -	\$ 10,000.00	\$ 90,820.00	\$ 11,250.00	\$ 24,192.00	\$ 136,262.00
Phase I (100%)	\$ 2,500.00	\$ 12,000.00	\$ 83,465.00	\$ 13,500.00	\$ 32,256.00	\$ 143,721.00
Phase I Reimbursable		\$ 1,200.00	\$ 22,000.00	\$ 1,200.00	\$ 2,500.00	\$ 26,900.00
Sub-Total	\$ 9,500.00	\$ 18,000.00	\$ 151,366.00	\$ 20,250.00	\$ 48,384.00	\$ 418,121.00
Phase II - CA/Closeout	\$ 1,000.00	\$ 8,000.00	\$ 72,540.00	\$ 11,250.00	\$ 20,160.00	\$ 112,950.00
Phase II Reimbursable		\$ 1,800.00	\$ 2,000.00	\$ 1,800.00	\$ 5,000.00	\$ 10,600.00
Sub-Total	\$ 1,000.00	\$ 8,000.00	\$ 72,540.00	\$ 11,250.00	\$ 20,160.00	\$ 123,550.00
Total Base Fees						\$ 541,671.00

Exhibit Section 6.1.2.2 (540)

Fee for Additional Services

Lewiston Wastewater Administration Building

City of Lewiston Waste Water Treatment Additional Fees

Phase / Extra	Geo-Tech	Civil	RGU	DCI	MW	Totals
Survey	\$ -	\$ 8,700.00	\$ -	\$ -	\$ -	\$ 8,700.00
Special Foundations	\$ -	\$ -	\$ -	\$ 8,500.00	\$ -	\$ 8,500.00
Soils	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -	\$ 10,000.00
OPR/Programming	\$ -	\$ -	\$ 12,900.00	\$ -	\$ -	\$ 12,900.00
Sub-Total	\$ 10,000.00	\$ 8,700.00	\$ 12,900.00	\$ 8,500.00	\$ -	\$ 40,100.00

EXHIBIT E

Key Team Member	All Employers — Past 10 Years	Corporate Names / Affiliated Entities — Past 10 Years
Morris B. Arnzen (Arnzen Building Construction)	Arnzen Building Construction, Inc., founder and sole owner; 40+ consecutive years as President & Owner	Arnzen Building Construction, Inc. — no name, DBA, or ownership changes in past 10 years
Robert G. Uhrich (RGU Architecture)	RGU Architecture, founder and principal; 20+ consecutive years; no other employers in past 10 years	RGU Architecture, no name, DBA, or ownership changes in past 10 years
Julie Arnzen (Arnzen Construction)	Arnzen Building Construction, Inc., current; no other employers in past 10 years	Arnzen Building Construction, Inc., no changes in the past 10 years
Michael Terhaar (Arnzen Construction)	Arnzen Building Construction, Inc., current; no other employers in past 10 years	Arnzen Building Construction, Inc., no changes in the past 10 years
Kevin Heaney (RGU Architecture)	RGU Architecture, current; no other employers in past 10 years	RGU Architecture, no changes in the past 10 years
Thomas Holman, PE/SE (DCI Engineers)	DCI Engineers, current; no other employers in past 10 years	DCI Engineers, no name or ownership changes in past 10 years
Scott Sumner, PE (SynTier Engineering)	SynTier Engineering, current; no other employers in past 10 years	SynTier Engineering, started company 7 years ago
Travis J. Wambeke, PE (GPI)	GeoProfessional Innovation (GPI), 30+ years continuous regional practice; no other employers in past 10 years	GeoProfessional Innovation (GPI), no name or ownership changes in past 10 years

Full Team Compliance Summary — Licenses, Employees, Ownership, Safety & Litigation

The following matrix provides the complete compliance information for all six firms in one place. All licenses are current and active. All firms are verified not suspended or debarred from government work.

Firm / Role	Key Principal(s)	Idaho License(s)	Staff / HQ / Est.	Ownership	Litigation	Safety
Arnzen Building Construction, Inc. (DB Lead / GC / Party to Agreement)	Morris B. Arnzen, President & Sole Owner	PWC Lic. #11527-AAA-1-3 Contractor Reg. #RCE-1953	19 FT employees Cottonwood, ID Est. 1987 (current name & ownership)	S Corporation, Morris B. Arnzen, 100% owner No name/ownership changes in 10 yrs	None — current, pending, or past	Outstanding. EMR below industry avg.
RGU Architecture (Design Professional of Record)	Robert G. Uhrich, AIA Principal & Sole Owner	Idaho Architecture Lic. AR-984066 (Robert G. Uhrich — current & active)	7 FT employees Asotin, WA & Winchester, ID Est. 24+ years	Sole proprietorship Robert G. Uhrich, 100% owner No name/ownership changes in 10 yrs	None — current, pending, or past	No incidents. Strong professional record.
DCI Engineers (Structural Engineering)	Thomas Holman, PE/SE Principal, Cottonwood Office	Idaho PE/SE (Thomas Holman — License No. 557190 current & active)	340+ FT employees (national) Cottonwood, ID office Est. 1988	Employee-owned corporation Multiple principals nationwide No name changes in 10 yrs	None — current, pending, or past	Excellent. No safety issues.
SynTier Engineering (Civil / Site Design)	Scott Sumner, PE	Idaho PE (Sumner - License No. P-16186 current & active)	12 FT employees Inland Northwest Direct City of Lewiston experience	Partnership / principals-owned No name changes in 10 yrs	None — current, pending, or past	Clean record. No issues.
GeoProfessional Innovation (GPI) (Geotechnical Engineering)	Travis J. Wambeke, PE (Principal)	Idaho PE (Travis Wambeke - License No. P-88643 current & active)	Lewiston-based Regional staff Wambeke: 30 yrs local practice	Principals-owned firm No name changes in 10 yrs	None — current, pending, or past	Excellent. Prior City WWTP & WTP work.
MW Engineers (MEP / Technology)	Licensed ID MEP engineers	Idaho PE, MEP disciplines Jake Deering and Dylan Cunningham (License No's. P-17161 & P-20666 all current & active)	65+ FT employees Northwest-wide offices Est. 1984	Corporation Employee/principal-owned No name changes in 10 yrs	None — current, pending, or past	Strong. No safety or professional issues.

Team Commitment All listed professionals will perform the majority of the work on this project. No substitutions will be made without prior City approval and only with personnel of equal or greater qualifications at no additional cost to the City. We are fully committed to delivering this exact team as presented.

EXHIBIT F

INSURANCE

1 **LIABILITY INSURANCE.** Before commencing the Work, and as a condition precedent to payment, Design-Builder shall procure and maintain in full force and effect Commercial General Liability Insurance (CGL), Comprehensive Automobile Liability Insurance, Excess Liability (Umbrella) Coverage, and Workers' Compensation and Employer's Liability Insurance. The CGL policy shall include coverage for liability arising from premises, operations, independent contractors, products, completed operations, personal/bodily injury, medical expense, advertising injury, contractual liability, and broad form property damage. The CGL coverage shall be written on an "Occurrence" form and shall include Completed Operations coverage for Design-Builder and each additional insured for the period of the statute of limitations for any claim arising out of or in connection with the Work. Design-Builder's policies shall be written in the following minimum limits of liability:

Commercial General Liability (CGL)

- \$2,000,000 General Aggregate
- \$2,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Each Occurrence
- \$1,000,000 Personal Injury and Advertising Injury
- \$100,000 Fire Damage Liability
- \$10,000 Medical Expenses – Each Person

Comprehensive Automobile Liability

- \$1,000,000 Each Occurrence

Excess Liability (Umbrella)

- \$ 5,000,000 Umbrella (Excess) Liability Insurance shall be follow form to, or otherwise at least as broad as, the primary underlying coverage, primary and noncontributory and be subject to vertical exhaustion before any other primary, umbrella, or any other insurance obtained by the additional insureds will be triggered.

Workers' Compensation and Employer's Liability Insurance

- Workers' Compensation and Employer's Liability coverage with Workers' Compensation limits complying with statutory requirements, and Employer's Liability Insurance limits of at least \$1,000,000 each accident, \$1,000,000 for bodily injury by accident, and \$1,000,000 each employee for injury by disease.

2 **PROPERTY INSURANCE**

2.1 Before commencing the Work on Phase 2, or construction on any early works package, Design-Builder shall obtain and maintain a Builder's Risk Policy upon the entire Project for the full cost of replacement at the time of loss. This Builder's Risk Policy insurance shall be no less than the amount of the initial Contract Price, plus the value of subsequent modifications and labor performed and materials or equipment supplied by others. This insurance shall name Owner, Design-Builder, and its subcontractors as named insureds. This insurance shall be written as a Builder's Risk Policy or equivalent form to cover all risks of physical loss and shall insure: (a) at least against the perils of fire, lightning, explosion, windstorm, and hail, smoke, aircraft (except aircraft, including helicopter, operated by or on behalf of Design-Builder) and vehicles, riot and civil commotion, terrorism, theft, vandalism, malicious mischief, debris removal, flood, earthquake, earth movement, water damage, wind damage, testing if applicable, collapse, however caused; and (b) damage resulting from defective design, workmanship, or material. This policy shall provide for a waiver of subrogation in favor of Design-Builder and its

subcontractors. If the property insurance required by this section is subject to deductibles or self-insurance retentions, then Design-Builder shall be responsible for all loss not covered because of such deductibles or retentions.

2.2 Owner and Design-Builder waive all rights against each other and their respective employees, agents, contractors, subcontractors at any tier, and design professionals for damages caused by risks covered by the property insurance required by this Exhibit, except such rights as they may have to the proceeds of the insurance and such rights as the Owner may have for the failure of Design-Builder to obtain and maintain required property insurance in compliance with this section.

3 PROFESSIONAL LIABILITY (ERROR AND OMISSIONS) INSURANCE. Before commencing the Work, and as a condition precedent to payment, Design-Builder shall procure and maintain in full force and effect professional liability insurance providing coverage for the scope of professional services to be provided by or on behalf of Design-Builder in the amount of \$2,000,000 per claim and \$2,000,000 aggregate. Professional liability insurance shall cover all services rendered for all phases of the Project until Owner has issued a written notice of Final Completion to Design-Builder.

3.1 The professional liability policy shall be written on a "Claims Made" policy and such policy or its replacement shall have a retroactive date of no later than the inception of the Work. Such insurance or its replacement shall also provide a minimum of five (5) years extended reporting coverage, or the maximum time under the State of Idaho statute of limitations for claims under this coverage, whichever is greater, after Final Completion.

3.2 Design-Builder's professional liability policy shall not contain any restriction, limitation, or exclusion pertaining to construction means, methods, techniques, sequences, or procedures except that the professional liability policy can exclude, limit, or restrict coverage for claims, but only to the same extent that such coverage is provided by Design-Builder's valid and collectible CGL policy. Notwithstanding the above, Design-Builder's professional liability policy also shall not contain any restriction, limitation, or exclusion pertaining to the design of construction means, methods, techniques, sequences, or procedures.

3.3 Any exclusion, limitation, or restriction related to Products or Product Design must be modified so as to provide coverage for goods or products installed.

3.4 The policy must provide coverage for damages resulting from delays, including delays in Project completion, and cost overruns that result from the rendering or failure to render professional services.

3.5 If any portion of the design or other professional service is to be performed by any person or entity other than Design-Builder, then it is the responsibility of Design-Builder to ensure that person or entity provides Design-Builder with evidence of insurance consistent with this Exhibit.

3.6 Waiver of subrogation shall be provided in favor of Design-Builder and Owner (if commercially available) and their respective officers, directors, and employees.

4 POLLUTION LIABILITY insurance with limits of not less than \$2,000,000 per pollution incident and \$2,000,000 aggregate, naming Owner and Owner's officers, officials, volunteers, directors, and employees as additional insureds. Cleanup liability shall be included with a sublimit of at least \$1,000,000 per pollution incident. If the insurance required by this section is obtained through a "Claims Made" policy, this coverage or its replacement shall have a retroactive date of not later than the inception of the Agreement. Such insurance or its replacement shall also provide a minimum of five (5) years extended

reporting coverage, or the maximum time under the State of Idaho statute of limitations for claims under this coverage, whichever is greater, after the Project is completed.

5 **ADDITIONAL INSUREDS.** Owner and Owner's officers, officials, volunteers, directors, and employees shall be included as additional insureds on CGL, Excess Liability (Umbrella), and automobile liability policies of insurance of Design-Builder and its subcontractors and design consultants at any tier. As noted above, Owner, Design-Builder, and its subcontractors shall be *named insureds* on the Builder's Risk Policy. No person shall be named as an additional insured on any professional liability policy. Any coverage granted to an additional insured shall be primary and that coverage independently carried by an additional insured shall not contribute. Design-Builder shall furnish to Owner a copy of all Certificates of Insurance and corresponding endorsements reflecting the additional insured, primary and non-contributory language, and waiver of subrogation and other endorsements reasonably required by Owner to verify that insured required by this Exhibit has been obtained. Design-Builder shall require subcontractors and design consultants of any tier to furnish such Certificates, and upon request of the same shall furnish them to Owner.

5.1 Each of the policies identifying additional insureds shall provide a waiver of subrogation in favor of those persons or entities included as additional insureds. Further, Design-Builder's Workers' Compensation policy shall provide a waiver of subrogation.

5.2 Additional insured coverage provided under the CGL and Excess Liability (Umbrella) and Design-Builder's pollution liability policy shall cover both the premises/operations and completed operations hazards.

5.3 Coverage of additional insureds shall extend to liability arising out of activities, "operations," or "work" performed by or on behalf of Design-Builder and products and completed operations of Design-Builder. To the maximum extent permitted by law, the coverage provided to the additional insureds under the commercial general liability policy shall be provided by a policy provision or an endorsement that is as least as broad as CG 20 10 04 13 (ongoing operations), or equivalent, in combination with CG 20 37 04 13 (completed operations), or equivalent. The additional insured coverage for completed operations shall be maintained during the applicable period of statutory limitation on claims.

5.4 Receipt by Owner of a non-conforming certificate of insurance, policy, or endorsement without objection or Owner's failure to collect a certificate of insurance shall not waive or alter Design-Builder's duty to comply with these insurance requirements.

6 **GENERAL TERMS.**

6.1 Design-Builder's insurance shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build delivery of the Project.

6.2 Design-Builder shall purchase and maintain insurance consistent with Article 5 of the General Conditions of Contract, except to the extent of any conflict with this Exhibit.

6.3 The amount of any deductible shall be subject to the reasonable approval of Owner.

6.4 Any policy exclusion from coverage shall be subject to the reasonable approval of Owner.

6.5 Owner reserves the right to require additional insurance during contract negotiations, including, but not limited to, contractor's protective and owner's protective at reasonable coverage limits.

6.6 Design-Builder shall maintain in effect all insurance coverage written by companies with AM Best's rating(s) of A VIII or better and admitted to conduct business in Idaho.

6.7 If Design-Builder fails to obtain or maintain any insurance coverage or otherwise fails to comply with required insurance terms, in addition to any other remedies that Owner may have, Owner may: (1) order Design-Builder to stop work under the Agreement and/or withhold any payment(s) that become due to Design-Builder until Design-Builder demonstrates compliance with applicable insurance requirements, or (2) terminate the Agreement. Exercise of any of these remedies is an alternative to other remedies that Owner may have and is not the exclusive remedy for Design-Builder's failure to maintain insurance or secure the appropriate endorsements.

6.8 Design-Builder shall maintain in effect coverage provisions that require the insurance company or its designee to give Owner written notice transmitted in paper or electronic format: (a) 30 days before coverage is nonrenewed by the insurance company, and (b) within 10 business days after cancelation of coverage by the insurance company.

6.9 Prior to commencing the Work, and upon renewal or replacement of the insurance policies, Design-Builder shall furnish Owner with Certificates of Insurance until one (1) year after Substantial Completion or longer if required by the Contract Documents. In addition, if any insurance policy is not to be immediately replaced without lapse in coverage when it expires, exhausts its limits, or is to be cancelled, Design-Builder shall give Owner prompt written notice upon actual or constructive knowledge of such condition.

6.10 Design-Builder shall pay any additional costs or charges for obtaining waivers of subrogation on policies to the extent required by this Exhibit.

6.11 By requiring insurance herein, Owner does not represent that coverage and limits are necessarily adequate to protect Design-Builder, and such coverage and limits shall not be deemed as a limitation on Design-Builder's liability under the indemnities granted to Owner in this Agreement.

6.12 Certificates and endorsements required herein shall be mailed to:

City of Lewiston
Purchasing Division
P.O. Box 617
Lewiston, Idaho 83501

EXHIBIT G



PERFORMANCE BOND FOR DESIGN-BUILD PROJECTS

*This bond form has been endorsed by The National Association of Surety Bond Producers and
The Surety & Fidelity Association of America*

DESIGN-BUILDER/PRINCIPAL: <i>(Name and address)</i>	SURETY: <i>(Name and contact information)</i>
OWNER/OBLIGEE: <i>(Name and address)</i>	PROJECT: <i>(Name and location)</i>
DESIGN-BUILD AGREEMENT: Dated: Amount:	BOND DATE: <i>(Not earlier than date of Design-Build Agreement)</i> BOND AMOUNT:

MODIFICATIONS TO THIS BOND:

(List modifications to this Bond below. If none, write "None")

BOND TERMS AND CONDITIONS

1 Binding Effect. The Design-Builder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Design-Build Agreement, which is incorporated herein by reference.

2 Intent of Bond. If the Design-Builder performs its obligations under the Design-Build Agreement, then the Surety's obligations under this Bond are null and void, except to participate in meetings as provided in Section 4.

3 Waiver of Notice. The Surety hereby waives notice of changes to the Design-Build Agreement, including changes within the general scope, or of time or price, or to related subcontracts or purchase orders.

4 Owner's Obligations. If there is no default in Owner's obligations under the Design-Build Agreement, then the Surety's obligation under this Bond shall arise after the following steps have been taken by Owner, as a condition precedent to a Bond claim:

4.1 The Owner has first provided written notice to the Design-Builder and Surety at the addresses listed on page 1 of this Bond, that Owner is considering declaring the Design-Builder in default and has requested and attempted to arrange a meeting with the Design-Builder and Surety, to be held not later than fourteen (14) days after receipt of Owner's notice, to discuss methods of performing the Design-Builder's obligations under the Design-Build Agreement. If the Owner, Design-Builder and Surety agree, the Design-Builder shall be allowed a reasonable time to perform its obligations under the Design-Build Agreement, but such an agreement shall not waive the Owner's right, if any, subsequently to declare the Design-Builder in default;

4.2 The Owner declares the Design-Builder to be in default, terminates the Design-Build Agreement and notifies the Surety in writing; and

4.3 The Owner has agreed to pay the balance remaining under the Design-Build Agreement (i.e., the total amount payable by the Owner to the Design-Builder thereunder less amounts properly paid by the Owner to the Design-Builder, the "Contract Balance") to:

.1 The Surety, in accordance with the terms of the Design-Build Agreement; or

.2 Another design-builder selected pursuant to Section 5.3 to perform the remaining obligations under the Design-Build Agreement.

5 Surety's Obligations. When Owner has satisfied the conditions of Section 4, the Surety shall promptly take one of the following actions, at the Surety's expense:

5.1 Arrange for the Design-Builder to perform and complete the remaining obligations under the Design-Build Agreement, with consent of Owner;

5.2 Undertake to perform and complete the remaining obligations under the Design-Build Agreement itself, through its agents or through independent contractors;

5.3 Obtain bids or negotiated proposals from qualified design-builders acceptable to Owner for a contract for performance and completion of the Design-Build Agreement, arrange for a contract to be prepared for execution by Owner and a design-builder selected with Owner's concurrence, to be secured by performance and payment bonds equivalent to those for the Design-Build Agreement, issued by a qualified surety. The Surety shall: a. make available as Work progresses sufficient funds to pay the cost of completion of the Design-Build Agreement; and, b. pay to Owner the amount of damages as described in Section 7;

5.4 Waive its right to complete the Work under Sections 5.2 or 5.3, and reimburse the Owner the amount of its reasonable costs to complete the Work; or

5.5 Deny liability, in whole or in part, and notify the Owner in writing, citing reasons therefor.

6 Owner's Rights. If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven (7) days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond and stating that the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, under Section 5.5, the Owner shall be entitled without further notice to enforce any remedy available to it.

7 Damages Covered. In any event, the Surety's obligations to the Owner, and the Owner's obligations to the Surety, shall not be greater than those of the Owner and Design-Builder to each other, respectively, under the Design-Build Agreement. Subject to commitment by Owner to payment of the Contract Balance, the Surety is obligated without duplication for:

7.1 The responsibilities of Design-Builder for correction of defective Work and completion of the Project;

7.2 Additional legal, design professional and delay costs resulting from Design-Builder's default, and resulting from the actions or failure to act of Surety under Paragraph 5; and

7.3 Liquidated damages, or if no liquidated damages are specified in the Design-Build Agreement, actual damages caused by delayed performance or non-performance of Design-Builder.

8 Bond Liability. The Surety shall not be liable to the Owner or others for obligations of the Design-Builder that are unrelated to the Design-Build Agreement, and the Contract Balance shall not be reduced or set off on account of any such unrelated obligations.

9 Beneficiaries. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors, unless some other party is named in this Bond as a dual obligee.

10 Dispute Resolution. All disputes related to this Bond shall be instituted in any court of competent jurisdiction in the location in which the Project is located and shall be commenced within two (2) years after: a. the Owner declares the Design-Builder in default under Section 4.2; or, b. Substantial Completion of the Project, whichever occurs first. If the provisions of this Section 10 are prohibited by law, the minimum period of limitation available to sureties in the jurisdiction in which the Project is located shall be applicable.

10.1 In the event of bankruptcy of the Design-Builder, the Surety agrees that the Design-Builder is not a necessary or indispensable party to any legal action by Owner against Surety to enforce the Surety's obligations under this Bond.

11 Notice. Unless otherwise noted below, written notice under this Bond to Surety, Owner or Design-Builder shall be mailed or delivered electronically or by hard mail to the contact information shown on page 1.

(List any alternate contact information below for notice to the Surety of any claim on this Bond. If none, then use the contact information on page 1)

For Claims on this Bond:

(check appropriate box)

☐ Use the contact information shown on page 1; or

☐ Use the following alternate contact information:

(fill in Surety claims administrator contact information below)

12 Statutory Compliance. If this Bond has been furnished to comply with a statutory requirement in the location where the Project is located, then any provision herein that conflicts with a statutory requirement shall be deemed deleted and replaced by provisions conforming to such statutory requirement. The intent is that this Bond shall be construed as a statutory bond conforming to the applicable statutes.

13 Warranty Obligation. The Surety's obligations to the Owner for warranties of the Design-Builder

EXHIBIT H



PAYMENT BOND FOR DESIGN-BUILD PROJECTS

*This bond form has been endorsed by The National Association of Surety Bond Producers and
The Surety & Fidelity Association of America*

DESIGN-BUILDER/PRINCIPAL: <i>(Name and address)</i>	SURETY: <i>(Name and address)</i>
OWNER/OBLIGEE: <i>(Name and address)</i>	PROJECT: <i>(Name and location)</i>
DESIGN-BUILD AGREEMENT: Dated: Amount:	BOND DATE: <i>(Not earlier than date of Design-Build Agreement)</i> BOND AMOUNT:

MODIFICATIONS TO THIS BOND:
(List modifications to this Bond below. If none, write "None")

BOND TERMS AND CONDITIONS

1 Binding Effect. The Design-Builder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay for labor, services, materials and equipment furnished by Claimants for use in the performance of the Design-Build Agreement, which is incorporated herein by reference.

2 Intent of Bond. If the Design-Builder promptly makes payment of all sums for all labor, services, materials, and equipment furnished for use in the performance of the Design-Build Agreement, then the Surety's obligations under this Bond are null and void. Otherwise the Surety's obligations shall remain in full force and effect.

3 Notice of Claim. Every Claimant who has not been paid in full before the expiration of a period of ninety (90) days after such Claimant provided or performed the last of the work, services or labor, or furnished the last of the materials or equipment for which said claim is made, may have a right of action on this Bond.

3.1 Claimants shall provide written notice to the Surety and send a copy, or notice thereof, to Owner and Design-Builder, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim, and the last date such work, services or labor were performed, or the last materials or equipment were furnished in furtherance of the Design-Build Agreement.

3.2 If Claimant does not have a direct contract with Design-Builder, the notice shall identify the person or entity with whom Claimant contracted and who has not made payment to Claimant.

4 Surety's Obligations. When a Claimant has satisfied the conditions of Section 3, the Surety shall promptly take the following actions at the Surety's expense:

4.1 Send an answer to that Claimant, with a copy to the Owner and Design-Builder, within sixty (60) days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any disputed portions or amounts.

4.2 Pay or arrange for payment of any undisputed amounts.

5 Bond Liability. If the Surety fails to discharge its obligations under Sections 4.1 or 4.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to successfully recover any sums found to be due and owing to the Claimant. If Claimant does not recover the entire amount claimed in its notice under Section 3, then such attorney's fees shall be reduced in proportion to the amount actually recovered.

5.1 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Design-Builder that are unrelated to the Design-Build Agreement, and the Contract Balance shall not be reduced or set off on account of any such unrelated obligations.

6 Waiver of Notice. The Surety hereby waives notice of changes to the Design-Build Agreement, including changes within the general scope, or of time or price, or to related subcontracts or purchase orders.

7 Dispute Resolution. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the State in which the Project is located. Such suit or action must be filed within one (1) year from the date: a) on which the Claimant sent a claim to the Surety pursuant to Section 3.1; or, b) on which the Claimant last performed labor or services or furnished materials or equipment on the Project, whichever occurs first. If the provisions of this Section 7 are prohibited by law, the minimum period of limitation available to sureties in the jurisdiction in which the Project is located shall be applicable.

7.1 In the event of bankruptcy of the Design-Builder, the Surety agrees that the Design-Builder

is not a necessary or indispensable party to any legal action by any party against the Surety to enforce the Surety's obligations under this Bond.

8 Statutory Compliance. If this Bond has been furnished to comply with a statutory requirement in the location where the Project is located, then any provision herein that conflicts with a statutory requirement shall be deemed deleted and replaced by provisions conforming to such statutory requirement. The intent is that this Bond shall be construed as a statutory bond conforming to the applicable statutes.

9 Copy To Be Furnished. Upon written request of any person or entity appearing to be a potential Claimant on this Bond, Design-Builder shall promptly furnish a copy of this Bond or shall permit a copy to be made.

10 Claimant Defined. A Claimant is any individual or entity having a direct contract with the Design-Builder or having a contract with a subcontractor that has a direct contract with the Design-Builder to furnish services, labor, materials or equipment for use in the performance of the Design-Build Agreement.

10.1 A Claimant may include amounts owed by the Design-Builder for design and other professional services furnished or performed by Claimant regardless of whether such services might form the basis for a mechanic's lien under applicable State law.

11 Notice. Unless otherwise noted below, written notice under this Bond to Surety, Owner or Design-Builder shall be mailed or delivered electronically or by hard mail to the contact information shown on page 1.

(List any alternate contact information below for notice to the Surety of any claim on this Bond. If none, then use the contact information on page 1)

For Claims on this Bond:

(check appropriate box)

☐ Use the contact information shown on page 1; or

☐ Use the following alternate contact information:

(fill in Surety claims administrator contact information below)

12 Subcontractor Bonds. If this Bond is issued for an agreement between the Design-Builder and a subcontractor, the term Design-Builder in this Bond shall be deemed to be the bonded subcontractor and the term Owner shall be deemed to be Design-Builder.

13 Authorization. The Surety represents that it is admitted to act as an authorized corporate surety in the state in which the Project is located. Surety and Design-Builder, intending to be legally bound hereby, subject to the terms set out above, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

DESIGN-BUILDER (AS PRINCIPAL) Company:	SURETY Company:
Signature:	Signature:
Name and Title:	Name and Title:
	Corporate Seal
	(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest:

Signature and Title



EXHIBIT I

Form WH-5 Public Works Contract Report

--

Contractors awarded Idaho public works contracts must submit this form to the Tax Commission within 30 days of receiving the award. (Idaho Code sections 54-1904A and 63-3624(g)).

Contract awarded by (public body and address)

Contract awarded to (contractor's name and address)

State of incorporation Idaho	Federal Employer Identification Number (EIN)	Date qualified to do business in Idaho
Business operates as ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ LLC		Public works contractor license number
Sole proprietor's Social Security number	Idaho sellers permit number	Idaho withholding tax permit number
Awarding agency project number		Amount of contract \$

Description and location of work to be performed

Project Dates

Scheduled project start date: _____ Completion date: _____

If the following information isn't available at this time, please enter date it will be: _____

All Subcontractors

Name			Federal EIN
Address			Public works contractor license number
City	State	ZIP Code	Amount of subcontract \$
Description of work			

Name			Federal EIN
Address			Public works contractor license number
City	State	ZIP Code	Amount of subcontract \$
Description of work			

Name			Federal EIN
Address			Public works contractor number
City	State	ZIP Code	Amount of subcontract \$
Description of work			

Name			Federal EIN
Address			Public works contractor license number
City	State	ZIP Code	Amount of subcontract \$
Description of work			

EXHIBIT J



Form WH-5 (continued)

All Subcontractors (continued)

Name			Federal EIN
Address			Public works contractor license number
City	State	ZIP Code	Amount of subcontract \$

Description of work

Name			Federal EIN
Address			Public works contractor license number
City	State	ZIP Code	Amount of subcontract \$

Description of work

Name			Federal EIN
Address			Public works contractor license number
City	State	ZIP Code	Amount of subcontract \$

Description of work

Suppliers

List your major suppliers of materials, equipment, and supplies. Include items removed from inventory and items provided to you by the government agency for use in this project.

Name		Federal EIN	Total value \$
Address		Materials and equipment purchased and used	
City, State, ZIP Code	Phone number	Please select how sales or use tax was paid. ☐ Tax paid to supplier ☐ Tax paid to state* ☐ No tax was paid	

Name		Federal EIN	Total value \$
Address		Materials and equipment purchased and used	
City, State, ZIP Code	Phone number	Please select how sales or use tax was paid. ☐ Tax paid to supplier ☐ Tax paid to state* ☐ No tax was paid	

Name		Federal EIN	Total value \$
Address		Materials and equipment purchased and used	
City, State, ZIP Code	Phone number	Please select how sales or use tax was paid. ☐ Tax paid to supplier ☐ Tax paid to state* ☐ No tax was paid	

*If you're reporting any untaxed materials, equipment, or supplies as "items subject to use tax" on your Idaho return, provide the period when you did or will report it: _____

If you paid tax to a state other than Idaho, write the name state next to "total value" boxes, above. For any tax due that you haven't reported yet, include payment with this form. You can make copies of this form if you need more room.

Sign Here	Authorized signature	Print name	Phone number	Date
		Seth Maurer - President	(775) 525-5757	

File with the Idaho State Tax Commission, PO Box 36, Boise ID 83722-0410

For more information, call (208) 334-7618 | Fax: (208) 332-6619 | Email: contractdesk@tax.idaho.gov

General Conditions of Contract Between City of Lewiston and Arnzen Building Construction Inc.

Document No. 535 (Modified)

Second Edition, 2010

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Washington, D.C.



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Article 1

General

1.1 Mutual Obligations

1.1.1 *Owner and Design-Builder* commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

1.2 Basic Definitions

1.2.1 Intentionally left blank.

1.2.2 Intentionally left blank.

1.2.3 Intentionally left blank.

1.2.4 *Additional Services* refers to those services defined or described in Section 2.3.1.8 of the Agreement.

1.2.5 *Agreement* refers to that certain executed Progressive Design-Build Agreement entered into between Owner and Design-Builder dated _____.

1.2.6 *Allowance Items* are specific portions of the Phase 2 Work set forth in the Contract Price Amendment with the cost for such Work estimated in an assigned dollar amount.

1.2.7 *Allowance Values* are the dollar amounts assigned to Allowance Items.

1.2.8 *Application for Payment* is the Design-Builder's request for payment prepared and submitted in compliance with Article 8 of the Agreement and Article 6 of these General Conditions of Contract.

1.2.9 *Basis of Design Documents* are those documents specifically identified in the Phase 2 Proposal and Contract Price Amendment as being the "Basis of Design Documents" and shall include, but not be limited to, agreed upon modifications to the Owner's Project Criteria.

1.2.10 *Change Order* is defined or described in Section 9.1 of these General Conditions of Contract.

1.2.11 Intentionally left blank.

1.2.12 *Construction Documents* are the documents, consisting of drawings and specifications, to be prepared or assembled by the Design-Builder consistent with the Basis of Design Documents unless a deviation from the Basis of Design Documents is specifically set forth in a Change Order executed by both the Owner and Design-Builder, as part of the design review process contemplated by Section 2.4 of these General Conditions of Contract.

1.2.13 *Construction General Conditions Fee* is defined or described in Section 7.3 of the Agreement.

1.2.14 *Construction General Conditions Work* includes all work set forth in Exhibit D to the Agreement.

- 1.2.15** *Contract Price* is defined or described in Section 2.3.1.1 of the Agreement.
- 1.2.16** *Contract Price Amendment* is an amendment to the Agreement contingent upon Owner's approval of the Phase 2 Proposal as defined or described in Section 2.3.2.3 of the Agreement.
- 1.2.17** *Contract Time(s)* are the dates for Substantial Completion and Final Completion set forth in, or calculable from, Article 6 of the Agreement.
- 1.2.18** *Cost of the Phase 2 Work* is defined or described in Section 7.5 of the Agreement.
- 1.2.19** *Day or Days* shall mean calendar days, unless otherwise specifically noted in the Contract Documents.
- 1.2.20** *Design-Build Team* is comprised of the Design-Builder, the Design Consultant (Engineer or Architect of Record), and Key Personnel and Key Firms identified by the Design-Builder.
- 1.2.21** *Design-Builder* is Arnzen Building Construction Inc.
- 1.2.22** *Design-Builder's Contingency* is defined or described in Section 7.6.2 of the Agreement.
- 1.2.23** *Design-Build Fee* is defined or described in Sections 7.2 and 7.4 of the Agreement.
- 1.2.24** *Design-Builder's Representative* is defined or described in Section 10.2.2 of the Agreement.
- 1.2.25** *Design Builder's Senior Representative* is defined or described in Section 10.2.1 of the Agreement.
- 1.2.26** *Design Consultant or Engineer or Architect of Record* is a qualified, licensed design professional employed or retained to furnish design services required under the Contract Documents. A Design Sub-Consultant is a qualified, licensed design professional who is not an employee of the Design Consultant, but is retained by the Design Consultant or employed or retained by anyone under contract to Design Consultant, to furnish design services required under the Contract Documents. The Engineer of Record shall be a professional engineer licensed in the state of Idaho.
- 1.2.27** *Differing Site Conditions* are concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work.
- 1.2.28** *Electronic Data* is defined or described in Section 12.1.1 of these General Conditions of Contract.
- 1.2.29** *Final Application for Payment* is defined or described in Section 6.7 of these General Conditions of Contract and Section 8.4 of the Agreement.
- 1.2.30** *Final Completion* is the date on which all Work, except for warranties, is complete in accordance with the Contract Documents, including, but not limited to, any items identified in the punch list and the submission of all documents set forth in Section 6.7.2 of these General Conditions of Contract, and Owner has issued a written notice of Final Completion to Design-Builder.

1.2.31 *Force Majeure Events* are those events that are beyond the control of both Design-Builder and Owner, including the events of war, floods, national or regional labor disputes (but not labor disputes involving Design-Builder), earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God.

1.2.32 *General Conditions of Contract* refer to this DBIA Document, *General Conditions of Contract Between Owner and Design-Builder* (2010 Edition), as modified for the Project.

1.2.33 This section intentionally left blank.

1.2.34 *Hazardous Conditions* are any materials, wastes, substances, and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.

1.2.35 *Insurance Exhibit* is the document attached to the Agreement as Exhibit F.

1.2.36 *Key Firms* are identified by Design-Builder in Exhibit E to the Agreement.

1.2.37 *Key Personnel* are identified by Design-Builder in Exhibit E to the Agreement.

1.2.38 *Legal Requirements* are all applicable federal, state, and local laws, codes, ordinances, rules, regulations, orders, and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

1.2.39 *Notice to Proceed* is a formal written notice from Owner to Design-Builder instructing it to commence with all or some portion of the Work.

1.2.40 *Open-Book* means that all costs and expenses of any kind chargeable to Owner shall be open and transparent to Owner. Owner has the right, directly or through agents or representatives of its choosing, to access and audit all information used or obtained by Design-Builder in formulating the price in Article 7 of the Agreement. Any adjustment to price throughout the Project shall be made on an Open-Book basis, as well. Open-Book pricing and payment procedures shall not apply to a Lump Sum payment structure.

1.2.41 *Owner* is the City of Lewiston, an Idaho municipal corporation.

1.2.42 Intentionally left blank.

1.2.43 *Owner's Project Criteria* describe Owner's requirements and objectives for the Project. The Owner's Project Criteria are set forth in Exhibit B to the Agreement

1.2.44 *Owner's Representative* is defined or described in Section 10.1.2 of the Agreement.

1.2.45 *Owner's Senior Representative* is defined or described in Section 10.1.1 of the Agreement.

1.2.46 *Pass-Through Costs* is defined or described in Section 7.5.3 of the Agreement.

1.2.47 Intentionally left blank.

1.2.48 *Phase 1* is that portion of the Work defined and described in the Phase 1 Scope of Services and includes, but is not limited to, completion of design through 100 percent.

1.2.49 *Phase 1 Scope of Services* is the document attached to the Agreement as Exhibit C.

1.2.50 *Phase 2* is that portion of the Work defined and described in the Contract Price Amendment.

1.2.51 *Phase 2 Proposal* is defined and described in Section 2.3 of the Agreement.

1.2.52 *Project* is the Wastewater Administration Building, and all Work associated therewith.

1.2.53 *Safety Representative* is defined and described in Section 2.8.1 of these General Conditions of Contract.

1.2.54 Intentionally left blank.

1.2.55 *Scheduled Final Completion Date* is the date set forth in the Agreement at Section 6.2.4 and is subject to adjustment in accordance with these General Conditions of Contract.

1.2.56 *Scheduled Substantial Completion Date* is the date set forth in the Agreement at Section 6.2.1 and is subject to adjustment in accordance with these General Conditions of Contract.

1.2.57 *Site* is the land or premises on which the Project is located.

1.2.58 *Subcontractor* is any person or entity retained by Design-Builder as an independent contractor to perform a portion of the Work and shall include materialmen and suppliers.

1.2.59 *Sub-Subcontractor* is any person or entity retained by a Subcontractor as an independent contractor to perform any portion of a Subcontractor's Work and shall include materialmen and suppliers.

1.2.60 *Substantial Completion* or *Substantially Complete* means: (a) the Work, except for agreed-to-punch list items, is physically complete, with all certificates of proper equipment installation provided to the Owner; (b) the Project is adequately completed for its intended use; and (c) Owner has issued a written notice of Substantial Completion to Design-Builder.

1.2.61 Intentionally left blank.

1.2.62 *Work* is comprised of all Design-Builder's design, construction, and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services, and labor reasonably inferable from the Contract Documents.

1.2.63 *Work Change Directive* is defined and described in Section 9.2 of these General Conditions of Contract.

1.2.64 *Work Product* is defined and described in Section 5.1 of the Agreement.

Article 2

Design-Builder's Services and Responsibilities

2.1 General Services.

2.1.1 Design-Builder's Representative shall be reasonably available to Owner and Owner's Representative and shall have the necessary expertise and experience required to supervise the Work. Design-Builder's Representative shall communicate regularly with Owner and shall be

vested with the authority to act on behalf of Design-Builder. Design-Builder's Representative may be replaced only with the mutual written agreement of Owner and Design-Builder.

2.1.2 Design-Builder shall provide Owner and Owner's Representative with a monthly status report detailing the progress of the Work, including: (i) whether the Work is proceeding according to schedule; (ii) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution; (iii) whether health and safety issues exist in connection with the Work; (iv) the status of the contingency account to the extent provided for in the Agreement; and (v) other items that require resolution so as not to jeopardize Design-Builder's ability to complete the Work for the Contract Price and within the Contract Time(s).

2.1.3 Pursuant to Section 2.3.1.4 of the Agreement, Design-Builder shall prepare and submit a schedule for the execution of the Phase 2 Work for Owner's review and response (Project Schedule). The Project Schedule shall indicate the dates for the start and completion of the various stages of Work, including the dates when Owner information and approvals are required to enable Design-Builder to achieve the Contract Time(s). The Project Schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Design-Builder of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Owner's review of, and response to, the Project Schedule shall not be construed as relieving Design-Builder of its complete and exclusive control over the means, methods, sequences, and techniques for executing the Work.

2.1.4 The parties shall meet within seven (7) days after execution of the Agreement to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

2.2 Design Professional Services.

2.2.1 Design-Builder shall provide design services consistent with Section 1.3 of the Agreement.

2.2.2 Standard of Care: The design professional services shall be performed: (1) by appropriate licensed design professionals and Work Product constituting "professional engineering" as defined in Idaho Code § 54-1202(10) shall be stamped by an appropriately licensed engineer, (2) consistent with industry standard for progressive design-build, and (3) with sufficient care so that design professional services do not prevent, in whole or in part, the Project from complying in all respects with Owner's Project Criteria.

2.3 This section intentionally left blank.

2.4 Design Development Services.

2.4.1 Design-Builder and Owner shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that Owner may wish to review, which interim design submissions may include design criteria, drawings, diagrams, and specifications setting forth the Project requirements. Interim design submissions shall be consistent with the Basis of Design Documents, as the Basis of Design Documents may have been changed through the design process set forth in this Section 2.4.1 and Section 2.1.1 of the Agreement. On or about the time of the scheduled submissions, Design-Builder and Owner shall meet and confer about the submissions, with Design-Builder identifying during such meetings, among other things, the evolution of the design and any changes to the Basis of Design Documents, or, if applicable, previously submitted design submissions. Changes to the Basis of Design Documents, including those that are deemed minor changes under Section 9.3.1, shall be processed in accordance with Article 9. Minutes of the meetings, including a full listing of all changes, shall be taken and

maintained by Design-Builder and provided to all attendees for review. Following the design review meeting, Owner shall review and approve the interim design submissions and meeting minutes in a time that is consistent with the turnaround times set forth in Design-Builder's schedule.

2.4.2 Design-Builder shall submit to Owner Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Work. The Construction Documents shall be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting and recorded in the meetings minutes. The parties shall have a design review meeting to discuss, and Owner shall review and approve, the Construction Documents in accordance with the procedures set forth in Section 2.4.1 above. Design-Builder shall proceed with construction in accordance with the approved Construction Documents and shall submit one set of approved Construction Documents to Owner prior to commencement of construction.

2.4.3 Owner's review and approval of interim design submissions, meeting minutes, and the Construction Documents is for the purpose of mutually establishing a conformed set of Construction Documents compatible with the requirements of the Work. Neither Owner's review nor approval of any interim design submissions, meeting minutes, and Construction Documents shall be deemed to transfer any design liability from Design-Builder to Owner.

2.4.4 To the extent not prohibited by the Contract Documents or Legal Requirements, Design-Builder may prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

2.5 Legal Requirements.

2.5.1 Design-Builder shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

2.5.2 The Contract Price and/or Contract Time(s) shall be adjusted to compensate Design-Builder for the effects of any changes in the Legal Requirements that become effective during Phase 2 and cause increased cost or delay as set forth in Section 4.6 of the Agreement.

2.6 Government Approvals and Permits.

2.6.1 Design-Builder shall obtain and pay for all necessary permits, approvals, licenses, government charges, and inspection fees required for the Work by any government or quasi-government entity having jurisdiction over the Project.

2.6.2 Design-Builder shall provide reasonable assistance to Owner in obtaining those permits, approvals, and licenses that are Owner's responsibility.

2.7 Design-Builder's Construction Phase Services.

2.7.1 Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, Design-Builder shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, startup, material, equipment, machinery, temporary utilities, and other temporary facilities to permit Design-Builder to complete construction of the Project consistent with the Contract Documents.

2.7.2 Design-Builder shall perform all construction activities efficiently and with the requisite expertise, skill, and competence to satisfy the requirements of the Contract Documents. Design-Builder shall at all times exercise complete and exclusive control over the means, methods,

sequences, and techniques of construction.

2.7.3 Design-Builder shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Owner may reasonably object to Design-Builder's selection of any Subcontractor, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Owner's decision impacts Design-Builder's cost and/or time of performance. Owner approves Subcontractors identified by Design-Builder as Key Firms and Key Personnel in Exhibit E to the Agreement.

2.7.4 Design-Builder shall assume all responsibility to Owner for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Subcontractor or Sub-Subcontractor, including, but not limited to, any third-party beneficiary rights.

2.7.5 Design-Builder shall coordinate the activities of all Subcontractors. If Owner performs other work on the Project or at the Site with separate contractors under Owner's control, Design-Builder agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.7.6 Design-Builder shall keep the Site reasonably free from debris, trash, and construction waste to permit Design-Builder to perform its construction services efficiently, safely, and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Design-Builder shall remove all debris, trash, construction waste, materials, equipment, machinery, and tools arising from the Work or applicable portions thereof to permit Owner to occupy the Project or a portion of the Project for its intended use.

2.7.7 Intentionally left blank.

2.8 Design-Builder's Responsibility for Project Safety.

2.8.1 Design-Builder recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury, or loss to: (i) all individuals at the Site, whether working or visiting; (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site; and (iii) all other property at the Site or adjacent thereto. Design-Builder shall be responsible for implementing and monitoring all safety precautions and programs related to the performance of the Work. Design-Builder shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Design-Builder's Safety Representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Design-Builder's personnel, Subcontractors, and others, as applicable.

2.8.2 Design-Builder and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Owner-specific safety requirements set forth in the Contract Documents, provided that such Owner-specific safety requirements do not violate any applicable Legal Requirement. Design-Builder shall immediately report, in writing, any safety-related injury, loss, damage, or accident arising from the Work to Owner's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

2.8.3 Design-Builder's responsibility for safety under this Section 2.8 is not intended in any way

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to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for: (i) complying with all Legal Requirements, including those related to health and safety matters; and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injuries, losses, damages, or accidents resulting from their performance of the Work.

2.9 Warranties and Guaranty.

2.9.1 Design-Builder shall provide the warranties and guarantees set forth in the Agreement.

2.9.2 This section intentionally left blank.

2.10 Correction of Defective Work.

2.10.1 Design-Builder shall correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.9, within a period of one (1) year from the date of Final Completion or within such longer period to the extent required by any specific warranty included in the Contract Documents.

2.10.2 Design-Builder shall, within seven (7) days of receipt of written notice from Owner that the Work is not in conformance with the Contract Documents, take meaningful steps to commence correction of such nonconforming Work, including the correction, removal, or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Design-Builder fails to commence the necessary steps within such seven (7) day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide Design-Builder with written notice that Owner will commence correction of such nonconforming Work with its own or other contracted forces. If Owner performs such corrective Work, Design-Builder shall be responsible for all reasonable costs incurred by Owner in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) day period identified herein shall be deemed inapplicable.

2.10.3 The one (1)-year period referenced in Section 2.10.1 above applies only to Design-Builder's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding Design-Builder's other obligations under the Contract Documents.

Article 3

Owner's Services and Responsibilities

3.1 Duty to Cooperate.

3.1.1 Owner shall, throughout the performance of the Work, cooperate with Design-Builder and perform its responsibilities, obligations, and services in a timely manner to facilitate Design-Builder's timely and efficient performance of the Work and so as not to delay or interfere with Design-Builder's performance of its obligations under the Contract Documents.

3.1.2 Owner shall provide timely reviews and approvals of interim design submissions and Construction Documents consistent with the turnaround times set forth in the Project Schedule.

3.1.3 Owner shall give Design-Builder timely written notice of any Work that Owner notices to be defective or not in compliance with the Contract Documents.

3.2 Furnishing of Services and Information.

3.2.1 Unless expressly stated to the contrary in the Contract Documents, Owner shall provide, at its own cost and expense, but only to the extent such information currently exists, for Design-Builder's information and use the following, all of which Design-Builder is entitled to rely upon in performing the Work, provided that such information shall be updated by Design-Builder during Phase 1 as set forth at Section 2.1.1 of the Agreement:

3.2.1.1 Surveys describing the property, boundaries, topography, and reference points for use during construction, including existing service and utility lines;

3.2.1.2 Temporary and permanent easements, zoning, and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the Project and enable Design-Builder to perform the Work;

3.2.1.3 A legal description of the Site;

3.2.1.4 To the extent available, record drawings of any existing structures at the Site; and

3.2.1.5 To the extent available, environmental studies, reports, and impact statements describing the environmental conditions, including Hazardous Conditions, in existence at the Site.

3.2.2 Intentionally left blank.

3.3 Intentionally left blank.

3.4 Owner's Representative.

3.4.1 Owner's Representative shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit Design-Builder to fulfill its obligations under the Contract Documents. Owner's Representative shall also provide Design-Builder with prompt written notice if it observes any failure on the part of Design-Builder to fulfill its contractual obligations, including any errors, omissions, or defects in the performance of the Work. Provided, however, that the failure of Owner's Representative to provide such written notice shall not relieve Design-Builder from the obligation to perform the Work and deliver the Project in a manner consistent with its obligations under the Contract Documents. Owner's Representative shall communicate regularly with Design-Builder and shall be vested with the authority to act on behalf of Owner.

3.5 Government Approvals and Permits.

3.5.1 Owner shall provide reasonable assistance to Design-Builder in obtaining permits, approvals, and licenses for the Work.

3.6 Owner's Separate Contractors.

3.6.1 Owner is responsible for all work performed on the Project or at the Site by separate contractors under Owner's control. Owner shall contractually require its separate contractors to cooperate with, and coordinate their activities so as not to interfere with, Design-Builder in order to enable Design-Builder to timely complete the Work consistent with the Contract Documents.

Article 4

Hazardous Conditions and Differing Site Conditions

4.1 Hazardous Conditions and Differing Site Conditions

4.1.1 During Phase 1, the Design-Builder shall conduct all necessary studies to identify and account for the special handling or disposal of Hazardous Conditions at the Site. Liability for Hazardous Conditions and Differing Site Conditions encountered during Phase 2 shall be negotiated during Phase 1 and memorialized in the Contract Price Amendment.

Article 5

Insurance and Bonds

5.1 Design-Builder's Insurance Requirements.

5.1.1 Design-Builder shall be responsible for procuring and maintaining the insurance for the coverage amounts all as set forth in Exhibit F to the Agreement. Coverage shall be secured from insurance companies authorized to do business in the state in which the Project is located, and with a minimum rating set forth in Exhibit F.

5.1.2 Design-Builder's insurance shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build delivery of the Project.

5.1.3 Prior to commencing any construction services hereunder, Design-Builder shall provide Owner with certificates evidencing that: (i) all insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect for the duration required by the Contract Documents; and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to Owner. If any of the foregoing insurance coverages are required to remain in force after final payment are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the Final Application for Payment. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by the Design-Builder to Owner with reasonable promptness.

5.2 Bonds and Other Performance Security.

5.2.1 Design-Builder shall obtain performance and labor and material payment bonds in the amount, form, and other conditions of such security as set forth in the Agreement.

5.2.2 Bonds furnished by Design-Builder shall be in substantially the forms attached as Exhibits G and H to the Agreement.

5.2.3 This section intentionally left blank.

Article 6

Payment

6.1 This Section intentionally left blank.

6.2 Monthly Progress Payments.

6.2.1 On or before the date established in the Agreement, Design-Builder shall submit for Owner's review and approval its Application for Payment requesting payment for all Work performed as of the date of the Application for Payment. The Application for Payment shall be accompanied by all supporting documentation required by the Contract Documents and/or established at the meeting required by Section 2.1.4.

6.2.2 The Application for Payment may request payment for equipment and materials not yet incorporated into the Project, provided that: (i) Owner is satisfied that the equipment and materials are suitably stored at either the Site or another acceptable location; (ii) the equipment and materials are protected by suitable insurance; and (iii) upon payment, Owner shall receive the equipment and materials free and clear of all liens and encumbrances.

6.2.3 All discounts offered by Subcontractor, Sub-Subcontractors, and suppliers to Design-Builder for early payment shall accrue one hundred percent (100%) to Design-Builder to the extent Design-Builder advances payment. Unless Owner advances payment to Design-Builder specifically to receive the discount, Design-Builder may include in its Application for Payment the full undiscounted cost of the item for which payment is sought.

6.2.4 The Application for Payment shall constitute Design-Builder's representation that the Work described herein has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all Work will pass to Owner free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project, or upon Design-Builder's receipt of payment, whichever occurs earlier.

6.3 Withholding of Payments.

6.3.1 On or before the date established in the Agreement, Owner shall pay Design-Builder all amounts properly due. If Owner determines that Design-Builder is not entitled to all or part of an Application for Payment as a result of Design-Builder's failure to meet its obligations hereunder, it shall notify Design-Builder in writing at least five (5) days prior to the date payment is due. The notice shall indicate the specific amounts Owner intends to withhold, the reasons and contractual basis for the withholding, and the specific measures Design-Builder must take to rectify Owner's concerns. Design-Builder and Owner shall attempt to resolve Owner's concerns prior to the date payment is due. If the parties cannot resolve such concerns, Design-Builder may pursue its rights under the Contract Documents, including those under Article 10 hereof.

6.3.2 Notwithstanding anything to the contrary in the Contract Documents, Owner shall pay Design-Builder all undisputed amounts in an Application for Payment within the times required by the Agreement.

6.4 Right to Stop Work.

6.4.1 If Owner fails to pay timely Design-Builder any undisputed amount that becomes due, Design-Builder, in addition to all other remedies provided in the Contract Documents, may stop Work pursuant to Section 11.3.

6.5 Design-Builder's Payment Obligations.

6.5.1 Design-Builder shall pay Design Consultants and Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Design-Builder has received from Owner

on account of their work. Design-Builder shall impose similar requirements on Design Consultants and Subcontractors to pay those parties with whom they have contracted. Design-Builder shall indemnify, hold harmless, and defend Owner, its officers, agents, and employees against any claims for payment and mechanic's liens as set forth in Section 7.3.

6.6 Payment Upon Substantial Completion.

6.6.1 This Section intentionally left blank.

6.6.2 Within thirty (30) days after Substantial Completion, Owner shall release to Design-Builder all retained amounts, less an amount equal to the reasonable value of all remaining or incomplete items of Work and any amount the parties have agreed to set aside for warranty work.

6.6.3 Owner, at its option, may use a portion of the Work that Owner has determined to be Substantially Complete, provided, however, that (i) Design-Builder and Owner have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (ii) Owner and Design-Builder agree that Owner's use or occupancy will not interfere with Design-Builder's completion of the remaining Work.

6.7 Final Payment.

6.7.1 After receipt of a Final Application for Payment from Design-Builder, together with all information required by Section 6.7.2 below, Owner shall make final payment by the time required in the Agreement, provided that Design-Builder has achieved Final Completion.

6.7.2 At the time of submission of its Final Application for Payment, Design-Builder shall provide the following to Owner:

6.7.2.1 An affidavit that there are no claims, obligations, or liens outstanding or unsatisfied for labor, services, material, equipment, taxes, or other items performed, furnished, or incurred for or in connection with the Work that will in any way affect Owner's interests;

6.7.2.2 A general release executed by Design-Builder waiving, upon receipt of final payment by Design-Builder, all claims against Owner, except those claims previously made in writing to Owner and remaining unsettled at the time of final payment;

6.7.2.3 Consent of Design-Builder's surety, if any, to final payment;

6.7.2.4 All operating manuals, warranties, and other deliverables required by the Contract Documents;

6.7.2.5 Certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents; and

6.7.2.6 A final release from the Idaho State Tax Commission certifying compliance with the taxation and payment provisions of Idaho Code Title 63, Chapter 15.

6.7.3 Deficiencies in the Work discovered after Final Completion, whether or not such deficiencies would have been included on the punch list if discovered earlier, shall be deemed warranty Work. Such deficiencies shall be corrected by Design-Builder under Sections 2.9 and 2.10 herein, and shall not be a reason to withhold final payment from Design-Builder; provided, however, that Owner shall be entitled to withhold from the final payment the reasonable value of

completion of such deficient Work until such Work is completed.

Article 7

Indemnification

7.1 Patent and Copyright Infringement.

7.1.1 Design-Builder shall defend and bear all costs of such defense, with counsel reasonably acceptable to Owner, any action or proceeding brought against Owner, its officers, agents, or employees based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. Owner shall give prompt written notice to Design-Builder of any such action or proceeding and shall reasonably provide authority, information, and assistance in the defense of same. Design-Builder shall indemnify and hold harmless Owner, its officers, agents, and employees from and against all damages and costs, including, but not limited to, attorneys' fees and expenses, incurred by or awarded against Owner or Design-Builder in any such action or proceeding. Design-Builder shall keep Owner informed of all developments in the defense of such actions.

7.1.2 If Owner is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Design-Builder shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Design-Builder cannot so procure such right within a reasonable time, Design-Builder shall promptly, at Design-Builder's option and at Design-Builder's expense: (i) modify the Work so as to avoid infringement of any such patent or copyright, or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

7.1.3 Sections 7.1.1 and 7.1.2 above shall not be applicable to any suit, claim, or proceeding based on infringement or violation of a patent or copyright: (i) relating solely to a particular process or product of a particular manufacturer specified by Owner and not offered or recommended by Design-Builder to Owner, or (ii) arising from modifications to the Work by Owner or its agents after Final Completion. If the suit, claim, or proceeding is based upon events set forth in the preceding sentence, Owner shall defend, indemnify, and hold harmless Design-Builder to the same extent Design-Builder is obligated to defend, indemnify, and hold harmless Owner in Section 7.1.1 above, and to the extent permitted by law.

7.1.4 The obligations set forth in this Section 7.1 shall constitute the sole agreement between the parties relating to liability for infringement or violation of any patent or copyright.

7.2 Tax Claim Indemnification.

7.2.1 To the extent permitted by law, if, in accordance with Owner's direction, an exemption for all or part of the Work is claimed for taxes, Owner shall indemnify, defend, and hold harmless Design-Builder from and against any liability, penalty, interest, fine, tax assessment, attorneys' fees, or other expenses or costs incurred by Design-Builder as a result of any action taken by Design-Builder in accordance with Owner's directive. Owner shall furnish Design-Builder with any applicable tax exemption certificates necessary to obtain such exemption, upon which Design-Builder may rely.

7.3 Payment Claim Indemnification.

7.3.1 Provided that Owner is not in breach of its contractual obligation to make payments to
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Design-Builder for the Work, Design-Builder shall indemnify, defend, and hold harmless Owner, its officers, agents, and employees from any claims or mechanic's liens brought against Owner, its officers, agents, or employees or against the Project as a result of the failure of Design-Builder, or those for whose acts it is responsible, to pay for any services, materials, labor, equipment, taxes, or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) days of receiving written notice from Owner that such a claim or mechanic's lien has been filed, Design-Builder shall commence to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond. If Design-Builder fails to do so, Owner shall have the right to discharge the claim or lien and hold Design-Builder liable for all costs and expenses incurred, including, but not limited to, attorneys' fees.

7.4 Design-Builder's General Indemnification.

7.4.1 Design-Builder, to the fullest extent permitted by law and with legal counsel reasonably acceptable to Owner, shall indemnify, hold harmless, and defend Owner, its officers, agents, and employees from and against claims, losses, damages, and liabilities, including attorneys' fees and expenses, for bodily injury, sickness, or death, and property damage or destruction (other than to the Work itself) to the extent resulting from the wrongful acts or omissions of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them, or anyone for whose acts any of them may be liable.

7.4.2 If an employee of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them, or anyone for whose acts any of them may be liable has a claim against Owner, its officers, employees, or agents, Design-Builder's indemnity obligation set forth in Section 7.4.1 above shall not be limited by any limitation on the amount of damages, compensation, or benefits payable by or for Design-Builder, Design Consultants, Subcontractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.

7.5 Owner's General Indemnification.

7.5.1 Owner, to the fullest extent permitted by law, shall indemnify, hold harmless, and defend Design-Builder and any of Design-Builder's officers, directors, and employees, from and against claims, losses, damages, and liabilities, including attorneys' fees and expenses, for bodily injury, sickness, or death, and property damage or destruction (other than to the Work itself) to the extent resulting from the wrongful acts or omissions of Owner in performing Owner's duties described in the Contract Documents.

7.6 Survival.

7.6.1 The indemnification obligations set forth in this Article 7 shall survive the expiration or termination of the Agreement.

Article 8

Time

8.1 Obligation to Achieve the Contract Times.

8.1.1 Design-Builder shall commence performance of the Work and achieve the Contract Time(s) in accordance with Article 6 of the Agreement.

8.2 Delays to the Work.

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8.2.1 If Design-Builder is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Design-Builder is responsible, the Contract Time(s) for performance shall be reasonably extended by Change Order. By way of example, events that will entitle Design-Builder to an extension of the Contract Time(s) include acts or omissions of Owner, changes in the Work, Differing Site Conditions, Hazardous Conditions, and Force Majeure Events.

8.2.2 In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 above, Design-Builder shall also be entitled to an appropriate adjustment of the Contract Price by Change Order; provided, however, that the Contract Price shall not be adjusted for Force Majeure Events unless otherwise provided in the Agreement.

8.2.3 Design-Builder's right to a Change Order extending time or adjusting the Contract Price shall be conditioned upon Design-Builder's prompt notification of the facts justifying a Change Order to Owner. "Prompt notification" as used in this Article 8 shall mean written communication of such facts delivered to Owner within ten (10) calendar days of the date Design-Builder reasonably should have recognized such facts. Prompt notification shall not be delayed even if the complete impact of such facts is unknown or remains under investigation.

Article 9

Changes to the Contract Price and Time

9.1 Change Orders.

9.1.1 A Change Order is a written instrument issued after execution of the Agreement signed by Owner and Design-Builder, stating their agreement upon all of the following:

9.1.1.1 The scope of the change in the Work;

9.1.1.2 The amount of the adjustment to the Contract Price; and

9.1.1.3 The extent of the adjustment to the Contract Time(s).

9.1.2 All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

9.1.3 If Owner requests a proposal for a change in the Work from Design-Builder and subsequently elects not to proceed with the change, a Change Order shall be issued to reimburse Design-Builder for reasonable costs incurred for estimating services, design services, and services involved in the preparation of proposed revisions to the Contract Documents.

9.2 Work Change Directives.

9.2.1 A Work Change Directive is a written order prepared and signed by Owner directing a change in the Work prior to agreement on an adjustment to the Contract Price and/or the Contract Time(s).

9.2.2 Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for the Work Change Directive. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the agreement.

9.3 Minor Changes in the Work.

9.3.1 Minor changes in the Work do not involve an adjustment in the Contract Price and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance, and workmanship required by the Contract Documents. Design-Builder may make minor changes in the Work consistent with the intent of the Contract Documents; provided, however, that Design-Builder shall promptly inform Owner, in writing, of any such changes, obtain the written consent of Owner or Owner's Representative, and record such changes in the documents maintained by Design-Builder.

9.4 Contract Price Adjustments.

9.4.1 The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

9.4.1.1 Unit prices set forth in the Agreement or as subsequently agreed to between the parties;

9.4.1.2 A mutually accepted lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by Owner;

9.4.1.3 Costs, fees, and any other markups set forth in the Agreement; or

9.4.1.4 If an increase or decrease cannot be agreed to as set forth in items 9.4.1.1 through 9.4.1.3 above and Owner issues a Work Change Directive, the cost of the change of the Work shall be determined by the actual expense and savings in the performance of the Work resulting from the change, including the Design-Build Fee.

9.4.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to Owner or Design-Builder because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

9.4.3 If Owner and Design-Builder disagree upon whether Design-Builder is entitled to be paid for any services required by Owner, or if there are any other disagreements over the scope of Work or proposed changes to the Work, Owner and Design-Builder shall resolve the disagreement pursuant to Article 10. As part of the negotiation process, Design-Builder shall furnish Owner with a good faith estimate of the costs to perform the disputed services in accordance with Owner's interpretations. If the parties are unable to agree and Owner expects Design-Builder to perform the services in accordance with Owner's interpretations, Design-Builder shall proceed to perform the disputed services, conditioned upon Owner issuing a written order to Design-Builder: (i) directing Design-Builder to proceed, and (ii) specifying Owner's interpretation of the services that are to be performed. If this occurs, Design-Builder shall be entitled to submit in its Applications for Payment an amount equal to fifty percent (50%) of its reasonable estimated direct cost to perform the services, and Owner agrees to pay such amounts, with the express understanding that: (i) such payment by Owner does not prejudice Owner's right to argue that it has no responsibility to pay for such services, and (ii) receipt of such payment by Design-Builder does not prejudice Design-Builder's right to seek full payment of the disputed services if Owner's order is deemed to be a change to the Work.

9.5 Emergencies.

9.5.1 In any emergency affecting the safety of persons and/or property, Design-Builder shall act, at its discretion, to prevent threatened damage, injury, or loss. Any change in the Contract Price

and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 9.

Article 10

Contract Adjustments and Disputes

10.1 Requests for Contract Adjustments and Relief.

10.1.1 If either Design-Builder or Owner believes that it is entitled to relief against the other for any event arising out of or related to the Work or Project, such party shall provide written notice to the other party of the basis for its claim for relief. Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of these General Conditions of Contract. In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed twenty-one (21) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later. Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested, and the basis of such request.

10.2 Dispute Avoidance and Resolution.

10.2.1 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Design-Builder and Owner each commit to resolving such disputes or disagreements in an amicable, professional, and expeditious manner so as to avoid unnecessary losses, delays, and disruptions to the Work.

10.2.2 Design-Builder and Owner shall first attempt to resolve disputes or disagreements at the field level through discussions between Design-Builder's Representative and Owner's Representative, which shall conclude within fourteen (14) days of the written notice provided for in Section 10.1.1, unless the Owner and Design-Builder mutually agree otherwise in writing.

10.2.3 If a dispute or disagreement cannot be resolved through Design-Builder's Representative and Owner's Representative, Design-Builder's Senior Representative and Owner's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) days prior to any meetings between the Senior Representatives, the parties shall exchange relevant information that will assist the parties in resolving their dispute or disagreement.

10.2.4 If, after meeting, the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties shall submit within thirty (30) days of the conclusion of the meeting of Senior Representatives the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration Association ("AAA") pursuant to its Construction Industry Mediation Rules. The mediation shall be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator. Unless otherwise mutually agreed by the Owner and Design-Builder and consistent with the mediator's schedule, the mediation shall commence within ninety (90) days of the submission of the dispute to mediation.

10.3 This Section intentionally left blank.

10.4 Duty to Continue Performance.

10.4.1 Unless provided to the contrary in the Contract Documents, Design-Builder shall continue to perform the Work and Owner shall continue to satisfy its payment obligations to Design-Builder, pending the final resolution of any dispute or disagreement between Design-Builder and Owner.

10.5 CONSEQUENTIAL DAMAGES.

10.5.1 NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY (EXCEPT AS SET FORTH IN SECTION 10.5.2 BELOW), NEITHER DESIGN-BUILDER NOR OWNER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, LOSSES OF USE, PROFITS, BUSINESS, REPUTATION, OR FINANCING.

10.5.2 The consequential damages limitation set forth in Section 10.5.1 above is not intended to affect the payment of liquidated damages that both parties recognize have been established, in part, to reimburse Owner for some damages that might otherwise be deemed to be consequential.

Article 11

Stop Work and Termination for Cause

11.1 Owner's Right to Stop Work.

11.1.1 Owner may, without cause and for its convenience, order Design-Builder in writing to stop and suspend the Work. Such suspension shall not exceed sixty (60) consecutive days or aggregate more than ninety (90) days during the duration of the Project.

11.1.2 Design-Builder is entitled to seek an adjustment of the Contract Price and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension of stoppage of the Work by Owner.

11.2 Owner's Right to Perform and Terminate for Cause.

11.2.1 If Design-Builder fails to: (i) provide a sufficient number of skilled workers; (ii) supply the materials required by the Contract Documents; (iii) comply with applicable Legal Requirements; (iv) timely pay, without cause, Design Consultants or Subcontractors; (v) perform the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted; or (vi) perform other obligations under the Contract Documents, then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 11.2.2 and 11.2.3 below.

11.2.2 Upon the occurrence of an event set forth in Section 11.2.1 above, Owner may provide written notice to Design-Builder that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within thirty (30) days of Design-Builder's receipt of such notice. If Design-Builder fails to cure, or reasonably commence to cure, such problem, then Owner may give a second written notice to Design-Builder of its intent to terminate within an additional seven (7) day period. If Design-Builder, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Owner may declare the Agreement terminated for default by providing written notice to Design-Builder of such declaration.

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11.2.3 Upon declaring the Agreement terminated pursuant to Section 11.2.2 above, and after notifying and obtaining the written agreement of the bond sureties, Owner may enter upon the Site and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances, and other items thereon, which have been purchased or provided for the performance of the Work, all of which Design-Builder hereby transfers, assigns, and sets over to Owner for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment, and other items. In the event of such termination, Design-Builder shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by Owner in completing the Work, such excess shall be paid by Owner to Design-Builder. Notwithstanding the preceding sentence, if the Agreement establishes a Guaranteed Maximum Price, Design-Builder shall only be entitled to be paid for Work performed under this Agreement. If Owner's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Design-Builder shall be obligated to pay the difference to Owner. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by Owner in connection with the procurement and defense of claims arising from Design-Builder's default, subject to the waiver of consequential damages set forth in Section 10.5.

11.2.4 If Owner improperly terminates the Agreement for cause, the termination for cause shall be considered to be a termination for convenience in accordance with the provisions of Article 9 of the Agreement.

11.3 Design-Builder's Right to Stop Work.

11.3.1 Design-Builder may, in addition to any other rights afforded under the Contract Documents or by law, stop the Work for Owner's failure to pay amounts properly due under Design-Builder's Application for Payment.

11.3.2 Should the event set forth in Section 11.3.1 above occur, Design-Builder has the right to provide Owner with written notice that Design-Builder will stop the Work unless said event is cured within thirty (30) days from Owner's receipt of Design-Builder's notice. If Owner does not cure the problem within such thirty (30) day period, Design-Builder may stop the Work. In such case, Design-Builder shall be entitled to make a claim for adjustment to the Contract Price and Contract Time(s) to the extent it has been adversely impacted by such stoppage.

11.4 Design-Builder's Right to Terminate for Cause.

11.4.1 Design-Builder, in addition to any other rights and remedies provided in the Contract Documents or by law, may terminate the Agreement for cause for the following reasons:

11.4.1.1 The Work has been stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, because of court order, any government authority having jurisdiction over the Work, or orders by Owner under Section 11.1.1, provided that such stoppages are not due to Force Majeure Events, the acts or omissions of Design-Builder or anyone for whose acts Design-Builder may be responsible.

11.4.1.2 Owner's failure to provide Design-Builder with any information, permits, or approvals that are Owner's responsibility under the Contract Documents and that result in the Work being stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, even though Owner has not ordered Design-Builder in writing to stop and suspend the Work pursuant to Section 11.1.1.

11.4.1.3 Owner's failure to cure the problems set forth in Section 11.3.1 above after Design-Builder has stopped the Work.

11.4.2 Upon the occurrence of an event set forth in Section 11.4.1 above, Design-Builder may provide written notice to Owner that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within thirty (30) days of Owner's receipt of such notice. If Owner fails to cure, or reasonably commence to cure, such problem, then Design-Builder may give a second written notice to Owner of its intent to terminate within an additional seven (7) day period. If Owner, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Design-Builder may declare the Agreement terminated for default by providing written notice to Owner of such declaration. In such case, Design-Builder shall be entitled to recover in the same manner as if Owner had terminated the Agreement for its convenience under Article 9 of the Agreement.

11.5 Bankruptcy of Owner or Design-Builder.

11.5.1 If either Owner or Design-Builder institutes or has instituted against it a case under the United States Bankruptcy Code (such party being referred to as the "Bankrupt Party"), such event may impair or frustrate the Bankrupt Party's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

11.5.1.1 The Bankrupt Party, its trustee or other successor, shall furnish, upon request of the non-Bankrupt Party, adequate assurance of the ability of the Bankrupt Party to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and

11.5.1.2 The Bankrupt Party shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action.

If the Bankrupt Party fails to comply with its foregoing obligations, the non-Bankrupt Party shall be entitled to request that the bankruptcy court reject the Agreement, declare the Agreement terminated, and pursue any other recourse available to the non-Bankrupt Party under this Article 11.

11.5.2 The rights and remedies under Section 11.5.1 above shall not be deemed to limit the ability of the non-Bankrupt Party to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code or the right of Design-Builder to stop Work under any applicable provision of these General Conditions of Contract.

Article 12

Electronic Data

12.1 Electronic Data.

12.1.1 The parties recognize that the Contract Documents, including drawings, specifications, and three-dimensional modeling and other Work Product may be transmitted among Owner, Design-Builder, and others in electronic media as an alternative to paper hard copies (collectively "Electronic Data").

12.2 Transmission of Electronic Data.

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12.2.1 Owner and Design-Builder shall agree upon the software and the format for the transmission of Electronic Data. Each party shall be responsible for securing the legal rights to access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of the applicable software or electronic program to display, interpret, and/or generate the Electronic Data.

12.2.2 Neither party makes any representations or warranties to the other with respect to the functionality of the software or computer program associated with the electronic transmission of Work Product. Unless specifically set forth in the Agreement, ownership of the Electronic Data shall not include ownership of the software or computer program with which it is associated, transmitted, generated, or interpreted.

12.2.3 By transmitting Work Product in electronic form, the transmitting party does not transfer or assign its rights in the Work Product. The rights in the Work Product shall be as set forth in Article 5 of the Agreement.

12.3 Electronic Data Protocol.

12.3.1 The parties acknowledge that Electronic Data may be altered or corrupted, intentionally or otherwise, due to occurrences beyond their reasonable control or knowledge, including, but not limited to, compatibility issues with user software, manipulation by the recipient, errors in transcription or transmission, machine error, environmental factors, and operator error. Consequently, the parties understand that there is some level of increased risk in the use of Electronic Data for the communication of design and construction information and, in consideration of this, agree, and shall require their independent contractors, Subcontractors, and Design Consultants to agree, to the following protocols, terms, and conditions set forth in this Section 12.3.

12.3.2 Electronic Data shall be transmitted in the format to be agreed upon pursuant to Section 12.2.1 above, including file conventions and document properties, unless prior arrangements are made in advance in writing.

12.3.3 The Electronic Data represents the information at a particular point in time and is subject to change. Therefore, the parties shall agree upon protocols for notification by the author to the recipient of any changes that may thereafter be made to the Electronic Data, which protocol shall also address the duty, if any, to update such information, data, or other information contained in the electronic media if such information changes prior to Final Completion of the Project.

12.3.4 The transmitting party specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the media transmitting the Electronic Data. However, transmission of the Electronic Data via electronic means shall not invalidate or negate any duties pursuant to the applicable standard of care with respect to the creation of the Electronic Data, unless such data is materially changed or altered after it is transmitted to the receiving party, and the transmitting party did not participate in such change or alteration.

Article 13

Miscellaneous

13.1 Public Records.

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13.1.1 The parties understand and acknowledge that the Contract Documents and the communications between the parties are subject to the Idaho Public Records Act, I.C. §§ 74-101, *et seq.*, and other applicable federal and state laws, and might be subject to disclosure.

13.2 Assignment.

13.2.1 Neither Design-Builder nor Owner shall, without the prior written consent of the other, assign, transfer, or sublet any portion or part of the Work or the obligations required by the Contract Documents.

13.3 Successorship.

13.3.1 Design-Builder and Owner intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

13.4 Governing Law.

13.4.1 The Agreement and all Contract Documents shall be governed by the laws of the state of Idaho, without giving effect to its conflict of law principles.

13.5 Severability.

13.5.1 If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

13.6 No Waiver.

13.6.1 The failure of either Design-Builder or Owner to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

13.7 Headings.

13.7.1 The headings used in these General Conditions of Contract, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

13.8 Notice.

13.8.1 Whenever the Contract Documents require that notice be provided to the other party, notice shall be provided consistent with Section 12.1.6 of the Agreement.

13.9 Amendments.

13.9.1 The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

13.10 Third Parties.

13.10.1 Nothing contained in the Contract Documents shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party. Nothing contained in the Contract Documents shall extend the liability of either party beyond that provided by governing law.

13.11 Attorney Fees.

13.11.1 In the event a controversy, claim, or action arises between the parties regarding the enforcement of any terms and conditions, or the breach of any provisions, the prevailing Party shall be entitled to recover from the other party all costs and expenses incurred by the prevailing party, including reasonable attorney fees.

13.12 Survival.

13.12.1 All covenants, conditions, indemnifications, and other elements in the Contract Documents that might involve performance subsequent to any termination or expiration of the Agreement or that cannot be reasonably ascertained or fully performed until after termination or expiration of the Agreement shall survive.

13.13 Idaho Preference.

13.13.1 Pursuant to Idaho Code § 44-1001 through 1005, Design-Builder shall employ at least ninety-five percent (95%) bona fide Idaho residents as employees under the Agreement; except where the Agreement calls for fifty (50) or less persons employed by Design-Builder, then Design-Builder shall employ at least ninety percent (90%) bona fide Idaho residents. In all cases, Design-Builder shall give preference to the employment of bona fide Idaho residents in the performance of the Agreement.



CITY COUNCIL MEETING AGENDA ITEM SUMMARY

ITEM TITLE RESOLUTION 2026-45	AGENDA NO. VII. G. AGENDA DATE: September 14, 2026
ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.) The Lewiston Fire Department seeks City Council approval of an Intergovernmental Cooperation Agreement with Whitman County Fire District #14 for the continued provision of emergency ambulance services within the Fire District. The City of Lewiston has provided EMS service to Whitman County Fire District #14 for many years. This agreement continues that service relationship under the updated contract format and funding methodology used for the City's EMS service agreements. The agreement replaces the prior 2009 agreement and establishes the terms under which the City will continue to provide ambulance response within the Fire District. Under the agreement, the City of Lewiston will provide ambulance service within Whitman County Fire District #14 at the same standard and quality as ambulance service provided within Lewiston's corporate limits. The City will staff responding ambulances with Lewiston Fire Department EMS personnel and will remain responsible for wages, benefits, ambulance upkeep, and ambulance maintenance. The agreement also establishes response-time expectations consistent with the applicable Washington Administrative Code, including 80% compliance for suburban and rural response-time standards, while recognizing that remote or wilderness response times depend on travel distance. The agreement includes a cost-recovery methodology based on the number of ambulance responses within the Fire District and the Average Cost per Transport as set by the Washington Health Care Administration's GEMT program. Key points include: • The agreement continues EMS service to Whitman County Fire District #14. • The agreement replaces the prior 2009 intergovernmental cooperation agreement. • The City retains ownership and responsibility for its ambulance vehicles, equipment, and EMS personnel. • The Fire District compensates the City through a cost-recovery formula based on ambulance responses.	

- The City continues to bill individual patients under the City's prevailing EMS service fees and charges.
- The agreement provides consistency with the City's other EMS service agreements.
- The agreement remains subject to annual appropriation by both parties and includes termination provisions.

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

This agreement provides revenue to the City through quarterly payments from Whitman County Fire District #14, calculated under the cost-recovery formula established in the agreement.

The City remains responsible for EMS personnel wages and benefits, ambulance maintenance, and operational costs associated with providing the service. These responsibilities are consistent with the City's existing EMS system and are offset through the contracted payment structure and patient transport billing.

ACTION PROPOSED

Approve the Intergovernmental Cooperation Agreement between the City of Lewiston and Whitman County Fire District #14 for emergency ambulance services, and authorize the Mayor to execute the agreement on behalf of the City.

RESOLUTION 2026-45

A RESOLUTION APPROVING AN EMERGENCY SERVICES AGREEMENT BETWEEN THE CITY OF LEWISTON, IDAHO AND WHITMAN COUNTY FIRE DISTRICT NO. 14, WASHINGTON FOR EMERGENCY MEDICAL SERVICES; AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE

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

SECTION 1: That an Intergovernmental Cooperation Agreement Between the City of Lewiston and Whitman Fire District No. 14 (“Agreement”) for ambulance and vehicle extrication services by the City of Lewiston, an Idaho municipal corporation, to Whitman County Fire District No. 14, a political subdivision of the State of Washington (“Fire District”), within the Fire District’s corporate boundaries within Whitman County, is hereby approved. A copy of which is attached as Exhibit A and incorporated herein by reference.

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

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

PASSED this _____ day of _____ 2026.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

Tanya M. Brocke, City Clerk

EXHIBIT A
to
Resolution 2026-45

**INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN THE CITY OF LEWISTON AND
WHITMAN COUNTY FIRE DISTRICT NO. 14**

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT (“Agreement”) is made between the CITY OF LEWISTON, an Idaho municipal corporation (“City of Lewiston”), and WHITMAN COUNTY FIRE DISTRICT NO. 14, a political subdivision of the State of Washington (“Fire District”). The City of Lewiston and Fire District may also individually be referred to as “Party” or collectively as “Parties.”

WHEREAS, the Parties previously entered into an intergovernmental cooperation agreement for the provision of ambulance services by the City of Lewiston to the Fire District; and

WHEREAS, the Parties desire to terminate said intergovernmental cooperation agreement upon its expiration on September 30, 2026, and for the City of Lewiston to provide ambulance and vehicle extrication services to the Fire District under this new Agreement; and

WHEREAS, the Parties are authorized by RCW § 39.34.080 and Idaho Code § 67-2332 to enter into this Agreement.

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

ONE: The purpose of this Agreement is for the City of Lewiston to provide ambulance and vehicle extrication services within the Fire District, which services benefit the residents of such area. The boundary for the Fire District service area is depicted on Exhibit A, which is attached hereto and incorporated herein by reference.

TWO: The City of Lewiston shall provide ambulance and vehicle extrication services within the Fire District service area of the same standard and quality as furnished by the City of Lewiston within the corporate limits of Lewiston, Idaho.

THREE: The ambulance(s) the City of Lewiston uses to respond to the Fire District shall be of similar quality as ambulances responding within the City of Lewiston. The City of Lewiston shall staff said ambulance(s) with a crew of City of Lewiston Fire Department EMS personnel. As used in this Agreement, the phrase “City of Lewiston Fire Department EMS personnel” shall mean employees of the Lewiston Fire Department who are assigned to an ambulance or who have as their primary duty a staff position on an ambulance. The City of Lewiston shall respond with an extrication vehicle to automobile accidents in the Fire District that require patient extrication from a vehicle. The City of Lewiston shall be responsible for the payment of wages and benefits of City of Lewiston Fire Department EMS personnel and the upkeep and maintenance of the City of Lewiston’s ambulance(s) and extrication vehicle used pursuant to this Agreement.

The Lewiston Fire Department shall ensure that emergency ambulance response times are met eighty percent (80%) of the time for the following: (a) suburban areas: twenty (20) minutes, and (b) rural areas: forty-five (45) minutes, as defined in the current Washington Administrative Code. Response times to remote or wilderness areas shall directly depend upon travel distances and shall not be subject to the response time standards listed above.

FOUR: The Initial Term of this Agreement shall be from October 1, 2026 through September 30, 2027 (“Initial Term”). Thereafter, this Agreement shall automatically renew for up to three (3) additional one (1)-year terms (each a “Renewal Term”), unless terminated as provided in Section Five below. Each Renewal Term shall commence on October 1 and shall terminate on September 30. This Agreement shall not extend beyond September 30, 2030, unless mutually agreed to in writing by both Parties.

The Initial Term and automatic renewal of this Agreement are wholly contingent upon the annual appropriation of funds by each Party for its duties under this Agreement. Said appropriations may be made solely at the option and discretion of each Party.

FIVE: In the event that either Party does not appropriate funds for its duties under this Agreement for the ensuing fiscal year, for any reason, such Party may terminate this Agreement without penalty. Such Party shall give at least ninety (90) days' written notice to the other Party attesting to the non-appropriation of funds and the effective date of termination, and no financial obligations shall accrue after the effective date of said termination.

Additionally, either Party may terminate this Agreement, with or without cause, upon one hundred eighty (180) days' written notice to the other Party.

SIX: For the Initial Term of this Agreement, the Fire District shall pay the City of Lewiston:

- (a) Eight Hundred Fifteen Dollars (\$815) per ambulance response occurring in the Fire District; and
- (b) One Hundred Seventy Dollars (\$170) for each vehicle extraction response in the Fire District. The actual amount billed to the Fire District shall be calculated based on the number of responses during each quarter of the fiscal year. Invoices shall be issued by the City of Lewiston no later than the tenth (10th) day of January, April, July, and October of each fiscal year. The Fire District shall remit payment to the City of Lewiston within forty-five (45) days of receipt of each invoice. A sample calculation of ambulance response and vehicle extrication response costs, for illustration purposes only, is set forth in Exhibit B, attached hereto and incorporated herein by reference.

For each Renewal Term of this Agreement, the Parties agree that: (a) the per-call cost for ambulance responses shall be based on the Washington Ground Emergency Ambulance Transport (GEMT) interim average cost per transport for the preceding fiscal year as provided by the Washington Department of Health; and (b) the per-call cost for vehicle extrication responses shall be based on the total extrication response cost methodology as set forth in Exhibit B. Accordingly, for each Renewal Term, the Fire District shall pay the City of Lewiston: (a) the updated per-call ambulance response rate, based on the total number of ambulance responses in the Fire District during each

quarter of the then-current fiscal year; and (b) the updated per-call rate for each vehicle extrication response occurring within the Fire District. Charges shall continue to be billed quarterly.

To assist with the Fire District's annual budgeting process, the City of Lewiston Fire Department ("LFD") shall provide the Fire District an estimated cost projection for the upcoming fiscal year. No later than November 15 of each year, the LFD shall provide the Fire District: (a) the most current Washington GEMT average cost per ambulance response and vehicle extrication response, which includes the new increases; and (b) the total number of ambulance and vehicle extrication responses in the Fire District during the previous fiscal year.

Nothing herein prohibits the City of Lewiston from assessing individual patients a fee for emergency medical services provided by the City of Lewiston.

SEVEN: The ambulance vehicles, extrication vehicle, equipment, and personnel furnished by the City of Lewiston shall meet all standards, requirements, and laws of the State of Washington as those laws now exist and as they may be amended in the future. The City of Lewiston shall retain ownership of all equipment involved in providing ambulance and vehicle extrication services.

EIGHT: Each Party shall procure and maintain insurance as required by applicable federal and state law in an amount that is adequate to cover its staff, equipment, vehicles, and property, including, but not limited to, liability insurance, workers' compensation, automobile liability, and property damage. Each Party has the right to self-insure all or part of the insurance requirements set forth in this paragraph.

NINE: The Parties are governmental entities subject to statutory and constitutional restrictions concerning the acceptance of liability. The Parties' liabilities are further governed by the Idaho Tort Claims Act and the Washington Tort Claims Act. It is the intention of the Parties that each will be responsible for its own acts and omissions and those of its employees, officers, and agents.

TEN: All City of Lewiston Fire Department EMS personnel shall be and remain, at all times, employees of the City of Lewiston and shall be subject to all laws, including workers' compensation laws, of the State of Idaho.

ELEVEN: The City of Lewiston shall cause recipients of the ambulance and vehicle extrication services to be billed in accordance with the City of Lewiston's prevailing service fees and charges, including mileage charges. The City of Lewiston may adjust ambulance fees and charges for recipients of ambulance services as the City of Lewiston deems appropriate. The Fire District shall not be responsible for any uncollectable accounts during the Initial Term or any Renewal Term of this Agreement.

TWELVE: The City of Lewiston's Fire Chief and the Fire District Chief are hereby designated as the administrators of this Agreement.

THIRTEEN: The City of Lewiston shall comply with all appropriate state and federal laws governing the collection of accounts, including the Fair Debt Collection Practices Act.

FOURTEEN: This Agreement may not be assigned in whole or in part by either Party without the prior express written consent of the other Party.

FIFTEEN: The Parties agree to meet every year that this Agreement is in effect to review the revenue status regarding the EMS provided in the Fire District. The Lewiston Fire Chief shall present an annual update report at the October 2026 Fire District Commissioners Board Meeting, or at another meeting as mutually agreed to by the Parties. The Parties agree to evaluate the feasibility of any increase in the contracted amount for this Agreement. In no case shall the contracted amount of this Agreement be reduced while this Agreement is in effect. Subject to Section 5, in the event a future Fire District levy fails to pass in an election while this Agreement is in effect, the Fire District shall remain responsible for payment of services under this Agreement, unless the Parties agree, in writing, to other arrangements.

SIXTEEN: This Agreement does not establish a separate legal entity, joint board, or administrative section for the purpose of acquiring, managing, or disposing of property, or any other financial obligation allowed under the Washington Interlocal Cooperation Act.

SEVENTEEN: This Agreement does not provide for jointly owned property.

EIGHTEEN: This Agreement is entered into for the benefit of the Parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons. Specifically, and without limiting the foregoing, this Agreement shall not create or be construed as creating an exception to the Public Duty Doctrine.

NINETEEN: This Agreement shall either be filed with the Whitman County Auditor or listed by subject on either of the Party's websites, in accordance with RCW § 39.34.040.

TWENTY: All notices required to be given pursuant to this Agreement shall be in writing and shall be deemed delivered immediately if hand-delivered or seventy-two (72) hours after depositing the same in the U.S. mail, certified or registered, addressed to the respective addresses set forth below:

Whitman County: Whitman County Board of Commissioners
c/o Chair
PO Box 141
Colton, Washington 99113
(509) 595-7688

City of Lewiston: Fire Chief
City of Lewiston
1134 F Street
P.O. Box 617
Lewiston, Idaho 83501
(208) 743-3554

TWENTY-ONE: In the event a controversy, claim, or action arises between the Parties to this Agreement regarding the enforcement of its terms and conditions, or the breach of any of its provisions, the prevailing Party shall be entitled to recover from the other Party all costs and expenses incurred by the prevailing Party, including reasonable attorney fees.

INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE CITY OF
LEWISTON AND WHITMAN COUNTY FIRE DISTRICT NO. 14

TWENTY-TWO: 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.

TWENTY-THREE: 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.

TWENTY-FOUR: This Agreement may be modified or amended only by a writing duly executed by both Parties.

TWENTY-FIVE: No waiver of any provision of this Agreement shall be effective unless made in writing and signed by the waiving Party. The failure of a Party to require the performance of any term or obligation of this Agreement, or the waiver by any Party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

TWENTY-SIX: “Event of Force Majeure” means an event beyond the control of a Party that prevents such Party from complying with any of its obligations under this Agreement, including riots, acts of God, accidents, order of a court of competent jurisdiction, failure of a required governmental approval, civil disorders, acts of war, material shortages, or disease, and not attributable to such Party’s neglect or nonfeasance.

Neither Party shall be considered in breach of this Agreement or liable to the other Party for any losses and damages to the extent that performance of their respective obligations (excluding payment obligations) is prevented by an Event of Force Majeure. The Party prevented from carrying out its obligations hereunder (“Affected Party”) shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party. If and to the

extent that the Affected Party is prevented from performing its obligations by an Event of Force Majeure, while the Affected Party is so prevented, the Affected Party shall be relieved of its obligations hereunder, but shall endeavor to continue to perform its obligations under the Agreement so far as reasonably practicable.

TWENTY-SEVEN: The Parties understand and acknowledge that this Agreement and its attachments are subject to the Idaho Public Records Act, I.C. §§ 74-101, *et seq.*, the Idaho Open Meetings Law, I.C. §§ 74-201, *et seq.*, the Washington Public Records Act, Chapter 42.56 RCW and other applicable federal and state laws.

TWENTY-EIGHT: 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 _____ day of _____ 2026.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

Tanya M. Brocke, City Clerk

DATED this _____ day of _____ 2026.

WHITMAN COUNTY FIRE DISTRICT NO. 14

Justin Becker, Commissioner

Marty Webber, Commissioner

Allen Druffel, Commissioner

ATTEST:

Cristin Capwell, Secretary to the Board

EXHIBIT A DEPICTION OF THE SERVICE AREA FOR THE FIRE DISTRICT

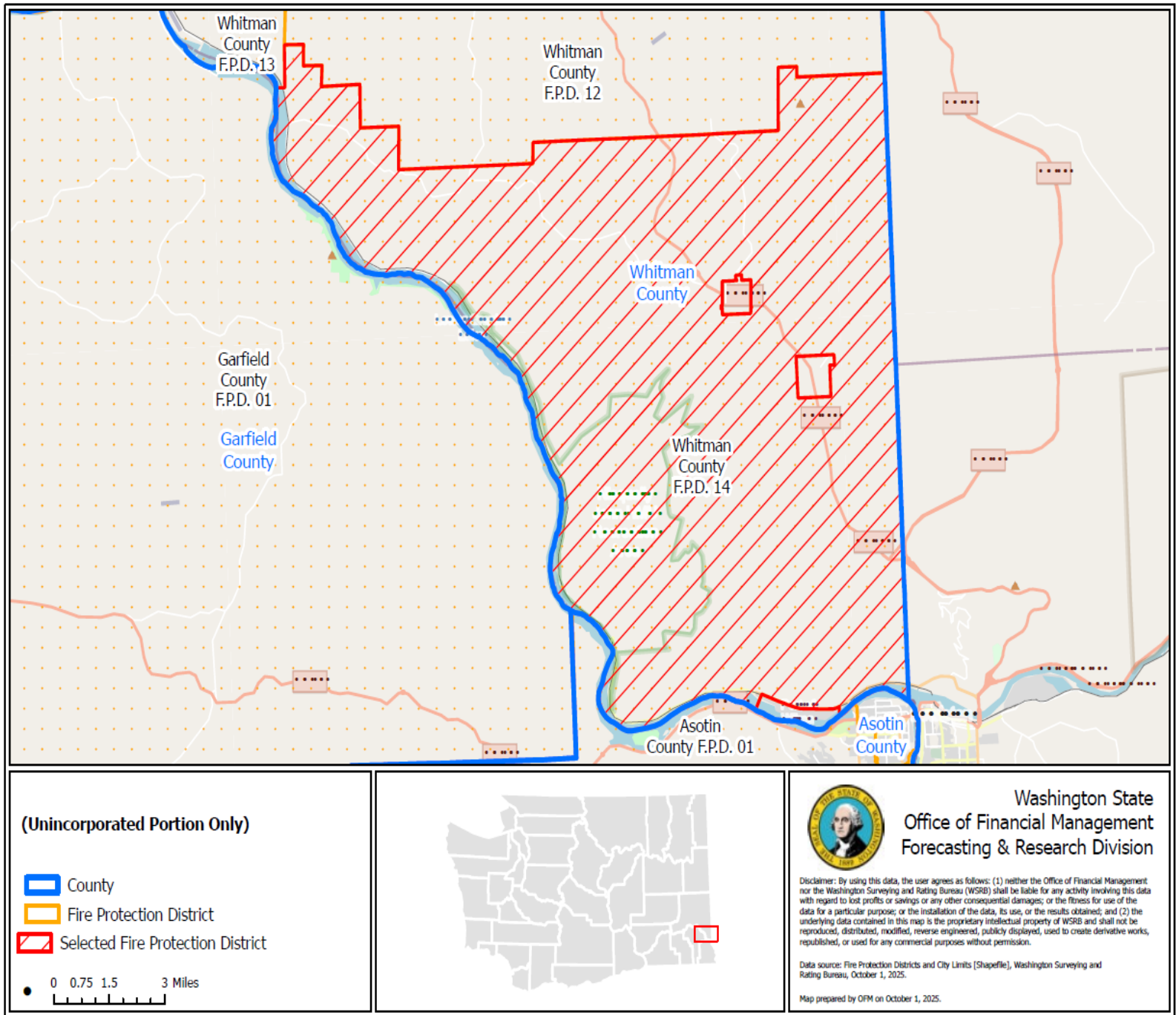


EXHIBIT B

Example of costs for ambulance responses:

Current GEMT interim average cost per transport as provided by WA DOH effective July 1 for the subject year (\$1,629.00) multiplied by the number of transports during previous complete fiscal year 2025 (23) divided by the total ambulance responses from the previous complete fiscal year (50) = cost per ambulance response (\$749.34) rounded to \$749.00.

$$\frac{\$1,629.00 \times 23}{50} = \$749.34(\$749.00)$$

The minimum cost per ambulance response will be 50% of the GEMT interim average cost per transport. In the example above, 50% of \$1,629.00 is \$814.50. In this case, the cost per ambulance response will be \$814.50 (\$815) to support LFD readiness.

Cost per ambulance transport will be applied to the actual number of responses in a quarter and invoiced no later than the 10th day of the following month.

Example of costs for vehicle extrication responses:

Average time out of service for vehicle extrication responses based on previous year data (1.4hrs) x ID State REMS 3 Hourly Rate (121.50 per hour) = \$170.10 (170)

For example, 2 vehicle extrication responses during a quarter x \$170.00 (cost per vehicle extrication response) = \$340.00 that will be on the quarterly invoice.



BRIAN SHINN
COMMISSIONER, FIRST DISTRICT

CHRIS SEUBERT
COMMISSIONER, SECOND DISTRICT

CHUCK WHITMAN
COMMISSIONER, THIRD DISTRICT

TARA SANCHEZ
CLERK OF THE BOARD

STATE CORNERSTONE

P.O. BOX 250
ASOTIN, WASHINGTON 99402-0250
PHONE (509) 243-2060
FAX (509) 243-2005

August 24, 2026

Lewiston City Council
1134 F Street
Lewiston, ID 83501

RE: Extend EMS Contract through December 31, 2026

Dear Members of the Lewiston City Council:

Asotin County's Rural EMS #2 property tax levy failed to gain the votes necessary for passage on the primary ballot, August 4, 2026. The Asotin County Board of Commissioners has passed the necessary resolution to place the tax levy on the November 3, 2026, General Election ballot.

Given the uncertainty surrounding the outcome of that election, we are reluctant to enter into a new contract with the City of Lewiston at this time, only to potentially have to cancel it if the tax levy does not pass. We believe it would be appropriate to wait until the election results are finalized before moving forward with a new contract.

For that reason, and given our long tradition of working together even without a contract in place, we ask that the City of Lewiston amend the current contract extending the termination date from September 30, 2026, to the end of our fiscal year, December 31, 2026. The amendment would also reflect the proposed rate increases you have submitted.

As soon as the results of the November 3, 2026, election are finalized, and presuming that the levy passes, we will move forward with the proposed new contract.

Please advise us as soon as possible prior to the current contract expiration date of September 30, 2026.

Thank you for your consideration in this matter as we continue to work together.

Sincerely,
Asotin County Commissioners,


Chris Seubert, Chair


Brian Shinn, Vice Chair


Charles Whitman, Member



CITY COUNCIL MEETING AGENDA ITEM SUMMARY

ITEM TITLE ORDINANCE 4967	AGENDA NO. VII. I. 1. a. AGENDA DATE: September 14, 2026
ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.) Ordinance 4967 includes the revised code revisions for landscaping requirements in the City of Lewiston. Landscaping requirements are found in Lewiston City Code Chapter 37 Sections 153-155 and are tied to parking lots. These code sections include landscaping requirements for the interior of a parking lot as well as exterior sections of parking lots that abut the public right-of-way as well as other abutting uses. Staff conducted a benchmarking effort to understand landscaping requirements in other jurisdictions compared to the City of Lewiston. These findings were presented to the City Council at the July 6, 2026 worksession. City Council requested revisions based on the benchmarking efforts and these changes were presented to the Lewiston Planning and Zoning Commission at a public hearing on August 12, 2026. The Planning and Zoning Commission recommended approval of the revisions presented. These revisions include: •37-153 (a) Purpose, clarified •37-153 (b) removing language for more than five (5) vehicles, 2,400 square feet. •37-153 (b) (1) proposing reduction from 35 feet to 30 feet for plantings in the landscape strip adjacent to the right-of-way •37-153 (b) (2) proposing three (3) foot wide perimeter landscape strip; reducing plantings from 35 feet to 30 feet •37-153 (b) (3) New language proposed by Comprehensive Plan work group •37-153 (b) (4) New language proposed by Comprehensive Plan work group •37-153 (b) (5): •Interior landscaping required for parking lots of twenty (20) vehicles or more •Interior landscaping shall be a square footage of the total vehicular surface area •Proposed reducing 6-foot interior planting bed to 5 feet. •Removing 50% shade tree requirement over 10 years. •37-153 (c) proposed removal of language – duplicated in use zones. •37-153 (e) (3) clarified language	
BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources) There is no budget impact to these proposed changes.	

ACTION PROPOSED

Review code changes proposed in Ordinance 4967. Approve as submitted or give direction to staff for further revisions.

CITY ORDINANCE NO. 4967

AN ORDINANCE OF THE CITY OF LEWISTON AMENDING LEWISTON CITY CODE SECTION 37-3 RELATING TO THE DEFINITION OF “PARKING LOT”; AMENDING LEWISTON CITY CODE SECTION 37-153 RELATING TO LANDSCAPING; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1: Lewiston City Code § 37-3 is hereby amended as follows:

Sec. 37-3. - Definitions.

As used in this chapter:

...

Parking lot means a two thousand four hundred (2,400) square feet or more area of land devoted to parking spaces for more than five (5) motor vehicles, contiguously.

...

SECTION 2: Lewiston City Code § 37-153 is hereby amended as follows:

Sec. 37-153. - Landscaping.

- (a) Purpose: Landscaping requirements are to be an integral part of ~~all site and parking lot development and redevelopment~~. The intent is to create shade and reduce heat buildup, reduce the barren appearance of parking lots, create aesthetic environments, buffer adjoining land uses, slow stormwater runoff, and mitigate pollution, buffer incompatible uses, reduce the barren appearance of parking lots, create aesthetic environments, create shade and reduce heat buildup while maintaining design flexibility.
- (b) Landscaping shall be required for all ~~off-street parking areas lots, for more than five (5) vehicles, which is two thousand four hundred (2,400) square feet or more of parking~~, except for those uses enumerated in subsection ~~(g)~~(f) of this section, and to provide landscaped buffers between public rights-of-way and parking lots, subject to the following provisions:
 - (1) A five-foot wide minimum ~~buffer landscape strip~~ is required between ~~the a~~ parking lot and ~~a~~ public rights-of-way with a minimum of one (1) one and one-half-inch caliper shade tree and five (5) shrubs every ~~thirty-five (35)~~ (30) linear feet. The plantings therein shall not interfere with motorist sight distance within a clear vision area, as defined in Section 32-1 of this Code.

- (2) All parking lots under ten thousand (10,000) square feet of vehicular surface area shall have a minimum of two ~~three~~ (3)-foot wide perimeter planting area ~~landscape strip~~ around that portion of the parking ~~area~~ lot not adjacent to ~~the~~ a public rights-of-way. All lots over ten thousand (10,000) square feet are to have a minimum of five-foot perimeter ~~landscape planting strip~~ around that portion of the parking ~~lot area~~ not adjacent to ~~a the~~ public right-of-way. All perimeter ~~landscape planting~~ strips are to have a minimum of one (1) shade ~~street tree~~ of one and one-half-inch caliper and five (5) shrubs every thirty ~~(30)-five~~ (35) linear feet.
- (3) ~~All landscaping required by this section shall be in healthy condition at the time of planting, planted in soil type and depth appropriate to ensure its growth and health, and maintained to an extent that it furthers the stated purpose of this section. The topping, heading, or stubbing of trees required by this section is prohibited, unless authorized by the City Forester or deemed necessary in writing by a certified arborist.~~
- (4) ~~All landscape areas required by this section shall contain a soil depth appropriate for the healthy growth of the species planted and groundcover appropriate for the continued health of the plantings therein and for the prevention of erosion.~~
- (35) Interior landscaping is ~~required for parking lots of twenty (20) vehicles or more. Interior landscaping to~~ shall be a ~~percentage square footage~~ of the total vehicular surface area and ~~is in~~ shall be in addition to the perimeter and right-of-way landscaping requirements.

Vehicular surface area	Percent Minimum square footage of interior landscaping
2,500—6,999 square feet	3%
79,000—49,999 square feet	5% 1,475
50,000—149,000 square feet	8% 8,000
150,000 or larger	10% 15,000

Interior plantings are to include trees with a minimum size of one and one-half-inch caliper. ~~To ensure proper growth of vegetation, a~~ All interior planting beds shall have a minimum dimension of ~~five (5) six (6) feet at the narrowest point with a soil depth appropriate for the trees selected.~~ See City of Lewiston tree planting standards and techniques for proper tree planting procedures. No shrub landscaping is required for interior planting. ~~Required shade trees will be of such species and canopy shape to provide a predicted fifty (50) percent canopy cover of the parking lot area after a ten-year growth period.~~ All tree species shall be classified by the City Tree Selection Guide as drought, insect and disease resistant. Exceptions may be approved by the community

development director upon the recommendation of the city forester. Preservation of healthy trees existing on the site before construction may be used to satisfy species and landscaping requirements.

(46) An irrigation system shall be provided for all required landscaping.

~~(c) In the commercial (C), manufacturing (M), airport (A), and port (P) zones, when abutting a residential zone, the required side and rear yards, which share a common property line with the residential zone, shall be landscaped or fenced except as provided for in this section. Landscaping shall consist of a minimum of sixty (60) percent coniferous plants, a minimum of six (6) feet in height at the time of planting, spaced in a manner to create a complete visual screen between the abutting land uses within three (3) years from time of planting. Fencing shall consist of six-foot-tall wood, slatted chain-link or masonry panels. Prior to installation of the landscaping or fencing, the adjacent residential property owner shall be contacted and asked for input whether the buffer will be landscaping or fencing. The adjacent residential owner may also waive the buffer. The adjacent residential property owner shall be given fifteen (15) days to indicate their preference. If no response is provided within fifteen (15) days, the nonresidential property owner may install fencing or landscaping as described above.~~

~~(dc)~~ Trees and shrubs may be arranged to achieve the desired effect provided the required number is provided.

~~(ed)~~ An occupancy permit shall not be issued by the community development department until the required landscaping is completed. Occupancy of a building is not allowed unless the following condition applies:

(1) If, due to seasonal weather considerations, it is not feasible to install required landscaping, a temporary certificate of occupancy may be issued upon showing by the property owner of a written commitment to install the required landscaping by a date certain not greater than six (6) months from the issuance of the occupancy permit and contacting the community development department for inspection thereof.

~~(fc)~~ It is not the intent of this chapter to inhibit creative solutions to land use problems. An alternative design or modification of these requirements may be allowed with the approval of the community development director or designee. This is not a variance of or waiver of existing standards and the proposed alternative must meet or exceed existing requirements. Requirements may be modified when:

(1) Soil or slope limitations make strict adherence impractical;
(2) Safety considerations are involved, especially in the clear vision triangles;
(3) ~~Due to a change of use of an existing site, the required buffer yard is larger than can be provided~~ due to site conditions that are not within the property owner's control.

~~(gf)~~ Exemptions:

- (1) Single-family residential off-street parking areas;
- (2) Properly licensed auto and vehicle dealers are exempt from providing landscaping within the interior of the sales and display area.
- (3) Parking areas for five (5) or fewer contiguous parking spaces.

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

PASSED this _____ day of _____, 2026.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

Tanya M. Brocke, City Clerk