



**Lewiston City Council  
REGULAR MEETING AGENDA  
February 13, 2023 - 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 Facebook page or the City's website at [cityoflewiston.org](http://cityoflewiston.org).

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**I. CALL TO ORDER**

**II. PLEDGE OF ALLEGIANCE**

**III. CITIZENS COMMENTS**

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

**IV. 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. LEWISTON CITY COUNCIL MEETING MINUTES:** 01/19/23 Special; 01/23/23 Executive Session; 01/23/23 Regular - Action Item
- B. ADVISORY BOARD AND COMMISSION MEETING MINUTES:** 12/08/22 Business Improvement District Advisory Board; 01/11/23 Planning & Zoning Commission - Action Item
- C. SUBDIVISION PLAT - CAHILL ADDITION:** Considering the subdivision of approximately 1.88 acres of undeveloped property between Airway Avenue and undeveloped Bryden Avenue, east of 18<sup>th</sup> Street, into three lots - Action Item
- D. PRELIMINARY PLAT EXTENSION REQUEST - VALLEY VISTA HEIGHTS, BLOCK 18:** Considering the additional extension for the Valley Vista Heights, Block 18 - Preliminary Plat - Action Item
- E. VOUCHERS PAYABLE:** Considering approval of the Voucher's Payable dated 01/06/23 through 01/19/23 in the amount of \$2,761,277.32 - Action Item

V. **ACTIVE AGENDA**

- A. **CLEARWATER FINANCIAL, LLC ENGAGEMENT AGREEMENT:** Considering approval of the Clearwater Financial Agreement - Action Item (Tim Barker)
- B. **ADDENDUM #1 TO THE AGREEMENT WITH CLEARWATER FINANCIAL RELATED TO PUBLIC ENGAGEMENT:** Considering approval of Addendum #1 to the Clearwater Financial Agreement - Action Item (Tim Barker)
- C. **RESOLUTION 2023-3:** Title VI/Limited English Proficiency Plan - Action Item (Nikki Province)
- D. **RESOLUTION 2023-10:** Considering approval of the Downtown Lewiston Infrastructure Scoping Study drafted by Horrocks - Action Item (Dustin Johnson)
- E. **RESOLUTION 2023-11:** Considering the Federal Transit Administration Fiscal Year 2023 Certifications and Assurances - Action Item (Suzanne Seigneur)
- F. **AMENDMENT TO FEDERAL TRANSIT ADMINISTRATION (FTA) AGREEMENT:** Considering approval of an amendment to extend the date of the Federal Transit Administration (FTA) 5339 Funding Agreement #C2076LT for \$220,000 to September 30, 2023 - Action Item (Suzanne Seigneur)
- G. **IFB-23-004 DOWNTOWN TRANSMISSION MAIN REPLACEMENT:** Considering approval of a bid award for the Downtown Transmission Main Replacement Project to LaRiviere, Inc. in the amount of \$1,703,350 - Action Item (Alannah Bailey)
- H. **RFP-23-007 - BURRELL AVE & 10TH ST MINI ROUNDABOUT:** Considering approval of the bid for the Burrell Avenue & 10th Street Mini Roundabout to Western Construction Inc., in the amount of \$328,418 - Action Item (Alannah Bailey)

I. **ORDINANCES**

1. **FIRST, SECOND AND THIRD READINGS**

- a. **ORDINANCE 4874:** Authorizing and providing for the issuance of a Sewer Revenue Bond, Series 2023, in a principal amount not to exceed \$29,181,000 for the purpose of financing the acquisition, construction and installation of improvements to the sanitation sewer system of the City of Lewiston; describing the bond; providing for the collection and disposition of revenues; providing for the payment of the principal of and interest on the bond; establishing funds and accounts; providing covenants relating to the bond; providing for the sale of the bond to the Idaho Department of Environmental Quality; providing for related matters - Action Item (Dustin Johnson)

2. **SECOND/THIRD READINGS**

- a. **ORDINANCE 4870:** Repealing and reserving Section 8-9 of the Lewiston City Code regarding animal cruelty, amending Section 8-11 to remove unnecessary definitions, amending Section 8-33 to remove provisions regarding cruelty of dogs, and amending Section 8-43(b) to remove a reference to Section 8-9 - Action Item (Brienne Drury)



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

**a. ORDINANCE 4870:** - Action Item

**b. ORDINANCE 4874:** - Action Item

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

**VII. 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. ADVISORY BOARD AND COMMISSION APPOINTMENTS** - Action Item

**1. HISTORIC PRESERVATION COMMISSION:** Considering the appointment of Kayleigh Philippi - Action Item

**2. PLANNING & ZONING COMMISSION:** Considering the appointment of Maureen Anderson - Action Item

**E. AGENDA TOPICS** - Action Item

**VIII. ADJOURNMENT** - Action Item

The City of Lewiston is committed to providing access and reasonable accommodation in its services, programs, and activities and encourages qualified persons with disabilities to participate. If you anticipate needing any type of accommodation or have questions about the physical access provided at this meeting, please contact City Clerk Kari Ravencroft at least forty-eight (48) hours in advance of the meeting at 208-746-3671, ext. 6203.

*January 19, 2023*

THE CITY COUNCIL OF THE CITY OF LEWISTON, IDAHO, met in a Special Meeting at the City Hall West Conference Room at 1134 F Street. Mayor Johnson called the meeting to order at 3:00 p.m.

City Council meetings are recorded live. To view the full video, go to <https://livestream.com/lewiston/events/3725902>

**I. CALL TO ORDER**

**COUNCIL MEMBERS PRESENT:** Mayor Johnson; Council President Liedkie (Zoom); Councilor Forsmann; Councilor Schroeder; Councilor Tousley; Councilor Kleeburg; Councilor Spickelmire.

Mayor Johnson led the Pledge of Allegiance.

**II. ACTIVE AGENDA**

- A. RESOLUTION 2023-6:** *Declaring that an emergency exists and that the public interest and necessity demands the immediate expenditure of public money without compliance with formal bidding procedures.*

Mayor Johnson explained that today's meeting was to discuss Resolution 2023-6, due to the ruptured reservoir, and asked Public Works Director Johnson to fill the Councilors in.

Public Works Director Johnson explained that on Wednesday, January 18th, 2023, the high reservoir on 16th Avenue ruptured resulting in a loss of 3 million gallons of water and localized flooding. When the rupture occurred, water was exposed to the elements and a boil water order was sent out to Lewiston residents. Currently, staff are trying to better understand what happened, working on isolating the reservoir and getting the boil order lifted.

Continuing, Public Works Director Johnson said the resolution requests up to \$200,000 for valves to isolate the reservoir and get the boil order lifted. The estimated amount does not cover repair costs, as they are still evaluating what the best options are, and the resolution allows them to procure items faster. Once the reservoir is isolated, the boil order can be lifted. Public Works Director Johnson concluded by explaining that the boil alert order had been lifted for the south half of the town, as the Department of Environmental Quality (DEQ) had been testing samples of water. An update will be provided at the City Council meeting on January 23, 2023.

After Councilors commended Public Works Director Johnson and City staff for their time and efforts to mitigate the issue, Councilors Kleeburg and Forsmann moved and seconded, respectively, to approve Resolution 2023-6. **ROLL CALL:** *VOTING AYE: Liedkie; Schroeder; Tousley; Kleeburg; Spickelmire; Forsmann. VOTING NAY: None*

*Lewiston City Council*  
**SPECIAL MEETING**  
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### III. ADJOURNMENT

There being no further business to come before the Lewiston City Council, Councilors Schroeder and Tousley moved and seconded, respectively, to adjourn the January 19, 2023 Special meeting. The motion carried 6-0 and the meeting adjourned at approximately 3:26 p.m.

*January 23, 2023*

**T**HE CITY COUNCIL OF THE CITY OF LEWISTON, IDAHO, met in Executive Session at the Lewiston Library Upstairs Conference Room at 411 D Street. Mayor Johnson called the session to order at 5:15 p.m.

**I. CALL TO ORDER**

Councilors Forsmann and Tousley moved and seconded, respectively, to go into executive session pursuant to Idaho Code § 74-206(1)(f). *ROLL CALL VOTE: VOTING AYE: Forsmann, Kleeburg, Schroeder, Tousley. VOTING NAY: None. EXCUSED: Liedkie; Spickelmire.*

**II. EXECUTIVE SESSION**

*A. Idaho Code § 74-206(1)(b), to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated – Action Item*

**III. ADJOURNMENT**

There being no further business, the executive session was adjourned at 5:44 p.m.

*January 23, 2023*

**T**HE CITY COUNCIL OF THE CITY OF LEWISTON, IDAHO, met in a Regular Meeting at the Lewiston Library Second Floor Activity Room at 411 D Street. Mayor Johnson called the meeting to order at 6:00 p.m.

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**COUNCIL MEMBERS PRESENT:** Mayor Johnson; Councilor Forsmann (via Zoom); Councilor Kleeburg; Councilor Schroeder; Councilor Spickelmire; Councilor Tousley.

**COUNCIL MEMBERS EXCUSED:** Council President Liedkie

**I. CALL TO ORDER**

Mayor Johnson called the meeting to order at 6:00 p.m.

**II. PLEDGE OF ALLEGIANCE**

Community Development's Shelby Anderson and Dawn Ortiz led the Pledge of Allegiance.

**III. MOTION TO AMEND AGENDA – Action Item**

Councilor Kleeburg moved to amend the agenda to include item VII. E. Councilor Tousley seconded the motion which carried 5 to 0, with Council President Liedkie excused.

**IV. CITIZEN COMMENTS**

Dodd Snoddgrass said he empathizes with City staff with regard to the recent reservoir failure, and stated staff response has been great. He noted, however, that as a result of the rupture, there was a huge amount of property damage to many homes, including his. He pleaded with the Council that they not forget about those who were directly impacted and to ensure they are made whole.

Johanna Frank commended First Step For Life. She then suggested one possibility to assist the homeless would be for the City to put individuals up in a hotel(s) for a few months.

**V. PRESENTATIONS**

**A. FINANCIAL REPORT – DECEMBER 2022:** *Financial report for December 2022, in accordance with Idaho Code 50-208 (Gordon)*

Administrative Services Director Gordon presented the December 2022 Financial Report which is the three months of October through December 2022 and the first quarter of the 2023 fiscal year. She reported on operating expenses that are tracking ahead, noting that most of these are typical due to contracts, premiums, grants, etc.

There is nothing out of the ordinary within the General Fund, but the City did receive \$154,000 in Opioid settlement fees. As a result, there is approximately \$180,000 within the reserve fund with not projects assigned at this point.

Now that the city has an active stance in running the day-to-day operations of the golf course, staff will have more oversight of the contract. Once it is determined how things will be operated, staff will be putting dollars before the Council in the form of a budget amendment.

Ms. Gordon noted that the city has been taking advantage of reserves in those bank accounts earning interest. Currently, approximately \$150,000 per month in interest revenue is being realized, which should take some pressure off of the taxpayers.

Finally, Administrative Services Director Gordon addressed Police Retirement and Cemetery Perpetual Care, stating that they are doing very well in investments.

## **VI. CONSENT AGENDA**

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

Councilors Forsmann and Schroeder moved and seconded, respectively, adoption of the Consent Agenda. ROLL CALL VOTE: VOTING AYE: Forsmann; Kleeburg; Schroeder; Spickelmire; Tousley. VOTING NAY: None. EXCUSED: Liedkie.

- A. **LEWISTON CITY COUNCIL MEETING MINUTES:** 12/05/22 Work Session; 12/20/22 Special Work Session; 01/04/23 Special Work Session; 01/09/23 Regular – Action Item
- B. **ADVISORY BOARD AND COMMISSION MEETING MINUTES:** 11/17/22 Business Improvement District Advisory Board; 11/16/22 Parks and Recreation Commission; 12/14/22 Planning & Zoning Commission; 10/11/22 and 11/08/22 Urban Renewal Agency – Action Item
- C. **ADMINISTRATIVE PLAT – SOUTHRIDGE NO. 2:** Considering approving a four-lot subdivision located east of 1<sup>st</sup> Street, between Southway and Carol Drive – Action Item
- D. **VOUCHERS PAYABLE:** Considering approval of the Voucher's Payable dated 12/22/22 through 01/05/23 - \$757,063.23 – Action Item (Moved to Item IX.A.)

## **VII. ACTIVE AGENDA**

- A. **LICENSES:** Considering approval of the following renewal licenses – Action Item (Anderson)  
  
**Retail Liquor, Retail Wine by the Drink and Bottle, Retail Beer On and Off Premise:**

A motion and second were made by Councilors Schroeder and Forsmann to approve the renewal licenses for retail liquor, retail wine by the drink and bottle, and retail beer on and off premises for the 21 businesses listed below. The motion carried 5 to 0, with Council President Liedkie excused.

*Alibi/Sports Edition, Applebees, Bojack's Broiler Pit, Boomer's/Zone, Boomtown, Brocks/Bravas, Bryden Canyon Golf Course, Canter's Inn, Corner Villa, Eagles Lodge, El Sombrero, Ernie's Steakhouse, Hells Canyon Grand Hotel, Jollymore's, Mandarin Pine, Pals, Shooters, Strike & Spare Bar and Grill, The Zoo, Wrangler, Zany's*

**Recommend Approval on the Below Subject to Submittal of Required Paperwork:**

It was moved by Councilor Schroeder to approve the renewal licenses for retail liquor, retail wine by the drink and bottle, and retail beer on and off premises, as applicable, for the Elks Lodge, Lewiston Golf & Country Club and Red Lobster, subject to submittal of the required paperwork. Councilor Kleeburg provided a second. The motion passed with a vote of 5 to 0, with Council President Liedkie excused.

**B. ORDINANCES**

**1. FIRST READING**

- a. Ordinance 4870:** *Repealing and reserving Section 8-9 of the Lewiston City Code regarding animal cruelty, amending Section 8-11 to remove unnecessary definitions, amending Section 8-33 to remove provisions regarding cruelty of dogs, and amending Section 8-43(b) to remove a reference to Section 8-9 - Action Item (Drury)*

Assistant City Attorney Drury explained that Ordinance 4870 removes the animal cruelty charge from Section 8-9 of the Lewiston City Code. This doesn't mean that animal cruelty is no longer a crime as it is covered by Idaho State Code. Under Idaho Code, the charge is still a misdemeanor with the same penalties as City Code, with the caveat that a dog can be impounded until the final disposition of the case and not require the city to release the dog back to the owner 6 days later. Additionally, by following State Code, anyone charged would be prosecuted through the Nez Perce County Prosecutor's Office rather than the City Attorney's Office.

Councilor Forsmann questioned the reason for redundancy in the city's code. Ms. Drury noted that the State of Idaho altered their animal cruelty code since the last provision was updated within City Code.

In response to a question raised by Councilor Spickelmire regarding a section of the code that still maintains language on animal cruelty, City Attorney Hermann explained there are other incidences where LPD may need to impound a dog, such as an animal at large.

Councilor Schroeder moved and Councilor Tousley seconded to read Ordinance 4870 for the first time. The motion carried 5 to 0, with Council President Liedkie excused.

ORDINANCE 4870: "AN ORDINANCE OF THE CITY OF LEWISTON REPEALING AND RESERVING SECTION 8-9 OF THE LEWISTON CITY CODE REGARDING ANIMAL CRUELTY, AMENDING SECTION 8-11 TO REMOVE UNNECESSARY DEFINITIONS, AMENDING SECTION 8-33 TO REMOVE PROVISIONS REGARDING CRUELTY OF DOGS, AMENDING SECTION 8-43(b) TO REMOVE A REFERENCE TO SECTION 8-9 AND PROVIDING AN EFFECTIVE DATE"

**2. SECOND AND THIRD READINGS**

- a. Ordinance 4862: Amending Sections 37-93, 37-93.D., 37-93.E., 37-93.F., and 37-93.G. of the Lewiston City Code related to the Form and Impact Based (FIB) Zone - Action Item*

There was a motion and second submitted by Councilors Schroeder and Kleeburg to combine the second and third readings and waive the third reading in full of Ordinance 4862. The motion carried 5 to 0, with Council President Liedkie excused.

A motion was then offered by Councilor Schroeder and seconded by Councilor Tousley to approve the second and third readings of Ordinance 4862. The motion carried 5 to 0 with Council President Liedkie excused.

ORDINANCE 4862: "AN ORDINANCE OF THE CITY OF LEWISTON AMENDING SECTIONS 37-93, 37-93.D., 37-93.E., 37-93.F., AND 37-93.G OF THE LEWISTON CITY CODE RELATED TO THE FORM AND IMPACT BASED (FIB) ZONE"

- b. Ordinance 4869: Implementing the City Council's decision in ZNC22-000007, declaring that certain real property be removed from the General Commercial (C-4) Zone and included in the Central Commercial (C-5) Zone - Action Item*

It was moved by Councilor Forsmann to combine the second and third readings and waive the third reading in full of Ordinance 4869. Councilor Tousley seconded the motion which carried 5 to 0 with Council President Liedkie excused.

Councilor Forsmann made a motion to read Ordinance 4869 for the third time and Councilor Tousley provided the second. The motion carried 5 to 0, with Council President Liedkie excused.



ORDINANCE 4869: "AN ORDINANCE OF THE CITY OF LEWISTON IMPLEMENTING THE CITY COUNCIL'S DECISION IN ZNC22-000007, DECLARING THAT CERTAIN REAL PROPERTY BE REMOVED FROM THE GENERAL COMMERCIAL (C-4) ZONE AND INCLUDED IN THE CENTRAL COMMERCIAL (C-5) ZONE; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF LEWISTON; AND PROVIDING AN EFFECTIVE DATE"

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

a. Ordinance 4862 - Action Item

b. Ordinance 4869 - Action Item

Councilor Tousley moved and Councilor Kleeburg seconded the adoption of Ordinances 4862 and 4869 and approval of their related Ordinance Summaries. *ROLL CALL VOTE: VOTING AYE: Forsmann; Kleeburg; Schroeder; Spickelmire; Tousley. VOTING NAY: None. EXCUSED: Liedkie.*

**C. REASONED STATEMENT - ZNC22-000007: *Considering approving the Reasoned Statement for ZNC22-000007, City of Lewiston - Action Item***

A motion and second were made by Councilors Forsmann and Kleeburg to approve the Reasoned Statement as written for ZNC22-000007. The motion carried 5 to 0, with Council President Liedkie excused.

**D. PFAS COST RECOVERY PROGRAM: *Considering whether to register with the National Rural Water Association (PFAS (Polyfluoroalkyl Substances) Cost Recovery Program - Action Item***

Assistant City Attorney Tengano explained that this particular program is part of a recovery program that requires all water groups to register. The purpose is for cities to have the ability to receive settlement funds as part of a national lawsuit in reference to the Opioid program. The EPA is currently going through its fifth round of rule modifications which will further restrict PFAS regulations for drinking water and the Department of Environmental Quality is creating a program which will provide free testing for jurisdictions in Idaho. By registering, the city could potentially receive funds for cost recovery and mediation and there are no negative affects to the city by doing so. With a deadline of January 31<sup>st</sup>, the earlier the city registers, the more likely it is to receive some funding.

It was moved by Councilor Schroeder and seconded by Councilor Forsmann to register the City of Lewiston's water utility with the National Rural Water Association PFAS Cost Recovery Program and authorize the Mayor or Public Works staff to complete the necessary paperwork. With a vote of 5 to 0, the motion passed. Council President Liedkie was excused.

- E. **RESOLUTION 2023-8:** *Considering consent to the continuance of the Declaration of Local Disaster Emergency beyond seven (7) days of its inception, if necessary, in accordance with Idaho Code 46-1011 – Action Item*

City Attorney Hermann explained that the Mayor has the ability to declare a local emergency without Council approval. However, if it needs to extend beyond seven days, then it requires the consent of the City Council. The Mayor would then have the authority to terminate the declaration at which time the local disaster emergency is no longer needed.

Councilor Tousley moved to approve Resolution 2023-8. Councilor Forsmann provided the second. *ROLL CALL VOTE: VOTING AYE: Forsmann; Kleeburg; Schroeder; Spickelmire; Tousley. VOTING NAY: None. EXCUSED: Liedkie.*

**VIII. ITEMS MOVED FROM THE CONSENT AGENDA**

None.

**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.*

Councilors Tousley, Forsmann and Kleeburg expressed their appreciation to Public Works staff for their hard work to remedy the reservoir issue.

Mr. Tousley then encouraged people to attend the Civic Theater's production of Abridged, noting it is extremely entertaining and fun.

Councilor Spickelmire commended all the volunteers who are working diligently to take down the lights in Locomotive Park. He said he was amazed at the amount of people in the park on Saturday. He then thanked Parks & Recreation Director Barker, stating that he recently attended a Senior Nutrition luncheon with his mother and it was a really nice program.

- B. **CITY BOARDS AND COMMISSION LIAISON UPDATES**

None.

- C. **MAYOR COMMENTS**

Mayor Johnson said that the Incident Command Staff have done an excellent job in response to the reservoir emergency. They work together professionally, smoothly and

efficiently, which is probably the result of Incident Command training led by Chief Myklebust over the past couple of months.

Mr. Johnson then encouraged community partners to attend upcoming CDBG meetings, noting that this is a very important program which addresses affordable housing and homeless issues. He then noted for people who want to stay in the know about current emergency situations, there are several ways to do so. They can call 208-984-7084, click on the “Emergency Alert” at the top of the City of Lewiston webpage, or visit the City of Lewiston Facebook and Instagram pages.

**D. ADVISORY BOARD OR COMMISSION APPOINTMENTS**

1. *Considering the reappointment of Brian Hensley to the Cemetery/Urban Forestry Advisory Commission*

Mayor Johnson moved to approve the reappointment of Brian Hensley to the Cemetery/Urban Forestry Advisory Commission. The motion was seconded by Councilor Kleeburg and carried 5 to 0, with Council President Liedkie.

2. *Considering the reappointment of David Chenault to the Emergency Services Advisory Board*

It was moved by Mayor Johnson to reappoint David Chenault to the Emergency Services Advisory Board. Councilor Schroeder provided a second and it carried 5 to 0 with Council President Liedkie excused.

3. *Considering the appointment of Tim Switzer to the Urban Renewal Agency for a term of four years*

Mayor Johnson moved to appoint Tim Switzer to the Urban Renewal Agency for a term of four years. Councilor Forsmann seconded and the motion and it carried 5 to 0 with Council President Liedkie excused.

**E. AGENDA TOPICS**

None.

**IX. ADJOURNMENT**

There being no further business to come before the Lewiston City Council, Councilors Kleeburg and Schroeder moved and seconded, respectively, adjournment of the January 23, 2023, Regular meeting at 7:02 p.m.

## December 8, 2022

THE BUSINESS IMPROVEMENT DISTRICT ADVISORY BOARD OF THE CITY OF LEWISTON, IDAHO, met at its regular meeting Thursday, December 8, 2022 at the Community Development Department Second Floor meeting room. The meeting was called to order at 8:30 a.m.

### I. CALL TO ORDER AND INTRODUCTION

**BOARD MEMBERS PRESENT:** Wendy Price, Chair; Vikky Ross; Michael Follett; Doug Bauer; Joe Strohmaier (via Zoom); Dr. Dennis Ohrtman, Vice Chair;

**BOARD MEMBERS ABSENT:** None.

**STAFF MEMBERS PRESENT:** Katie Hollingshead, Assistant City Planner; Aaron Butler, IT;

**OTHERS PRESENT:** Brenda Morgan, Executive Director for Beautiful Downtown Lewiston (BDL)

### II. PUBLIC COMMENTS

None.

### III. APPROVAL OF NOVEMBER 17, 2022 MINUTES (ACTION ITEM)

Board members, Ross and Follett moved and seconded, respectively, the adoption of the November 17, 2022 meeting minutes. The motion carried 6-0.

### IV. REPORT ON FOUNDRY NEGOTIATIONS – B. MORGAN/D. BAUER (ACTION ITEM)

Board member Bauer stated that he and Chair Price had not contacted Valley Bronze yet and that he had been reviewing all the previous discussion and correspondence from the October 13, 2022 BID meeting and a refund from Valley Bronze had been mentioned. Bauer asked if that refund had ever been received. Administrator Morgan stated that a refund had not been received and the communication with Valley Bronze was that the board needed to make a final decision before the refund would be given.

Board member Bauer said that he thought it would be the most feasible option to ask Valley Bronze if they would be willing to come to Lewiston and do the refinishing work to the bronzes on site. Chair Price said that the board has discussed this multiple times and she felt the board would be starting a whole new disaster if a letter was sent threatening legal action. Board member Ross agreed and stated that she thought a personal phone call to Gary at Valley Bronze, apologizing for all the miscommunication and any negative press he felt he received and asking if he would still be willing to come

BUSINESS IMPROVEMENT DISTRICT (BID) ADVISORY BOARD MINUTES

December 8, 2022

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to Lewiston to redo the work would be the best course of action. Board member Bauer stated that is exactly the information he needed from the board and he has no problem making that call and making that request of Valley Bronze.

Board member Ohrtman stated that he had identified the additional costs that might arise from having Valley Bronze come to Lewiston and do the work on-site. He stated the cost of the tent and fencing around the work site and lodging for the Valley Bronze employees while they complete the work should be fairly minimal and he had spoken with the Mayor about these expenses and making a request to City Council that these expenses be paid by the Council Contingency fund.

Board member Strohmaier stated he thought former Community Development Director, Laura Von Tersch, had said that there was a problem with doing the work onsite at Brackenbury Square. Staff Hollingshead stated that there isn't necessarily a problem with doing the work onsite, it just gets a little more complicated because of the tent and fencing that would be needed to keep the public out of the work site and keep the bronzes protected.

Chair Price asked what exactly the board was asking Valley Bronze to fix because the owner had previously stated that he could not match the previous color. Board member Ohrtman stated that there were areas on the statues where the sealant wasn't intake and there were gaps that would let water in and cause deterioration, that coating is what needs to be removed and reapplied correctly. Ohrtman further stated that there also needed to be ongoing maintenance of the statues, such as polishing, and a responsible party, either BDL or the local artist group, needs to be in charge of that. Chair Price agreed that she would like to see, on all projects moving forward, who is going to be responsible for the maintenance. Administrator Morgan stated that statue maintenance is outside of Beautiful Downtown Lewiston's scope and further discussion on who would be responsible for said maintenance would be needed. Board member Ohrtman stated that there is a local artist group that could be reached out to, to see if they would take on such a project. Administrator Morgan said she would follow up with Tim Barker, Parks & Recreation Director to find out if the City has statue maintenance on its' list of responsibilities since the City is the owner of the statues.

**V. FINANCIALS – B. MORGAN (ACTION ITEM)**

BID Administrator Morgan reviewed the expenditures spreadsheet and the associated invoices. Morgan then reviewed the Wells Fargo bank account versus the Potlatch No. 1 Federal Credit Union bank account and stated that the Wells Fargo bank account has been closed. Morgan mentioned to the board that they should consider moving the

BID account to a separate financial institution than the one Beautiful Downtown Lewiston uses (P1FCU) so that there is no overlap of accounts.

Board member Bauer asked if the invoice from Presnell Gage was an annual fee. Administrator Morgan stated yes, that is the fee for the annual financial review, and could possibly increase if Presnell Gage changes their fees. Board member Ohrtman stated he really appreciated the way the financials were now being presented as it made it much easier to understand.

Board members Ohrtman and Bauer moved and seconded, respectively, to approve the reimbursement of the invoices as presented from April 2022 to November 2022 from the BID to BDL. Motion passed 6-0.

**VI. REVIEW OF DRAFT BID NEWSLETTER (ACTION ITEM)**

Administrator Morgan reviewed the draft newsletter for the Business Improvement District and went over the information that was planned to be included. The BID newsletter will be sent out quarterly, both electronically and by mail. The Beautiful Downtown Lewiston newsletter will be sent out monthly and will also include a small synopsis of BID activities for the month.

Board member Ross asked if the first newsletter would go out in January and Administrator Morgan stated yes.

**VII. REVIEW OF 2023 WORK PLAN AND BUDGET - B. MORGAN (ACTION ITEM)**

Administrator Morgan reviewed the four (4) areas of the work plan and the four (4) Beautiful Downtown Lewiston committees that will be working on the projects in each of the areas. Morgan reviewed the difficulties in posting certain items online because of proprietary information, such as real estate listings and the Economic Vitality Committee is trying to find alternatives. Morgan has also reached out to downtown business owners regarding items that they would like to see accomplished and one item was the idea of having an outside consultant come in and review the activities that are currently going on and what improvements could be made. Morgan has contacted Insight Consulting to get some costs for doing something like that. A business mixer with a consultant like that is the goal for late spring.

Board member Ohrtman stated that the questions that Staff Hollingshead had included in the packet helped him to identify the things he should be looking at in each area of the work plan.



Administrator Morgan stated that the questions posed by Staff Hollingshead helped the committees determine dates so that they can stay on track with the completion of projects.

Staff Hollingshead reminded the board that the purpose of the posing those questions and getting timelines in each area of the work plan is so that the board can review those timelines and understand the expectations to complete the work items. The board needs to be invested in the projects and understand what they should be seeing each month as progress reports.

#### **A. BOARD MEMBERS COMMENTS**

Board member Ross stated that she would need to step down from her position on the board due to family commitments but that she had spoken to Bruce and Tobe Finch at Happy Day and they have a representative who will be applying for her open position. Ross also shared that the Public Works department is working on a downtown infrastructure project and she had spoken with Director Dustin Johnson who said that he would like to see more input from property owners in the downtown area because of the major impact the work will have on downtown property and business owners. Ross stated that she would like to see support from the BID and BDL members so that the City Council understands how important the infrastructure project is and will support the project and funding requests.

Administrator Morgan let the board know that she has been in talks with Director Dustin Johnson and Public Information Officer, Carol Mauer regarding the downtown infrastructure project and they will be including information in the BDL newsletter as well as doing some targeted mailings.

Board member Bauer asked if December was Board member Strohmaier's last meeting and said that he wanted to thank Strohmaier for his service to the board. Board member Strohmaier stated that it was his last meeting and he thanked the board for the opportunity to serve and said that he thought great things would be happening in the next year.

Chair Price thanked the board members for their patience as the board navigated through everything.

Board member Ohrtman excused himself from the meeting at 9:16 a.m.

#### **B. STAFF COMMENTS**

Staff Hollingshead let the board know that four applications have been received and a work group will be formed to hold interviews and make a recommendation to City Council for appointment. Board member Ross asked if one of those was from Happy Day and Staff Hollingshead stated that she was not aware of an application from a Happy Day representative and asked Ross to encourage them to get the application in by the end of the week since the City Clerk was already working on setting up the working group and scheduling interviews.

**C. BID Administrator**  
None.

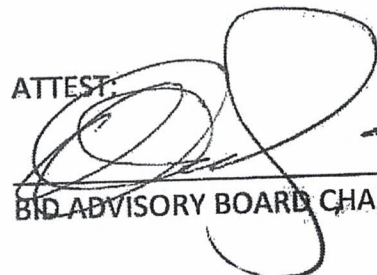
**VIII. ADJOURNMENT (ACTION ITEM)**

There being no further business, Board members Bauer and Follett moved and seconded, respectively to adjourn. The motion carried 5-0 and the Business Improvement District adjourned at approximately 9:20 a.m.

RESPECTFULLY SUBMITTED,

  
RECORDING SECRETARY

ATTEST:

  
BID ADVISORY BOARD CHAIR

Approved this 12 day of January, 2023.



January 11, 2023

---

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

Planning & Zoning meetings are recorded live. To view the full video, go to <https://livestream.com/accounts/11220190> and select Planning & Zoning.

**I. CALL TO ORDER**

*COMMISSIONERS PRESENT:* Michael Busch, Vice Chair; Gabriel Iacoboni; Kevin Kelly; Kathy Branson; Cynthia Ball

*COMMISSIONERS EXCUSED:* None

*STAFF MEMBERS PRESENT:* Katie Hollingshead, Assistant Planner; Dawn Ortiz, Community Development Specialist; Aaron Butler, IT; Kayla Herman, City Attorney; Brianne Drury, Assistant City Attorney; Jennifer Tengono, Assistant City Attorney

**II. CITIZEN COMMENTS**

None

**III. APPROVAL OF DECEMBER 14, 2022 MEETING MINUTES (ACTION ITEM)**

Commissioners Branson and Kelly moved and seconded, respectively, approval of the December 14, 2022 meeting minutes. The motion carried 5-0-1, with Commissioner Ball abstaining.

**IV. ELECTION OF COMMISSION CHAIRPERSON FOR 2023 (ACTION ITEM):**

Commissioner Branson nominated Commissioner Busch for Chairperson.  
Commissioner Iacoboni nominated Commissioner Iacoboni for Chairperson.

Upon roll call, the vote was as follows:

Commissioner Cynthia Ball voted for Michael Busch  
Commissioner Michael Busch voted for Michael Busch  
Commissioner Kevin Kelly voted for Michael Busch  
Commissioner Kathy Branson voted for Michael Busch  
Commissioner Gabriel Iacoboni voted for Gabriel Iacoboni

**V. ELECTION OF VICE CHAIRPERSON FOR 2023 (ACTION ITEM)**

Commissioner Ball nominated Commissioner Iacoboni for Vice Chairperson.

Upon roll call, the vote was as follows:

PLANNING AND ZONING COMMISSION MINUTES

January 11, 2023

Page 1

Commissioner Cynthia Ball voted for Gabriel Iacoboni  
Commissioner Michael Busch voted for Gabriel Iacoboni  
Commissioner Kevin Kelly voted for Gabriel Iacoboni  
Commissioner Kathy Branson voted for Gabriel Iacoboni  
Commissioner Gabriel Iacoboni voted for Gabriel Iacoboni

**VI. STAFF-COMMISSION COMMUNICATIONS:**

**A. Query of Commissioners for January 25, 2023 meeting.**

All Commissioners present will be in attendance to the January 25, 2023 meeting.

Staff Hollingshead notified the Commission that there will be 2 public hearings at the January 25, 2023 meeting.

Staff Hollingshead notified the Commission that they did reach out to applicants that have previously applied to City Council, they have had inquiries but no applications have been submitted to date. Staff also asked if the Chairperson and the Vice Chairperson are interested in being part of the steering committee for the Comprehensive Plan re-write. Vice Chairperson Iacoboni and Commissioner Kelly in place of Chair Busch were willing to participate with the Comprehensive Plan re-write.

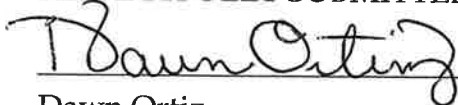
Commissioner Ball volunteered as volunteer in case Vice Chairperson Iacoboni or Commissioner Kelly were not able to attend.

Legal asked for Commissioners who have not responded to legal's email if they will be attending or not attending the open meeting law training please do so.

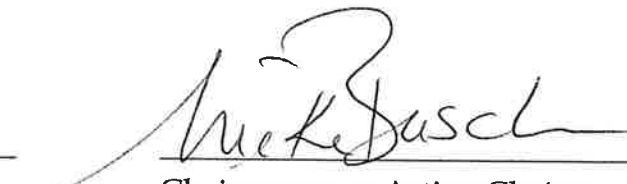
**VII. ADJOURN**

There being no further business, Commissioners Kelly and Branson moved and seconded, respectively, to adjourn. The motion carried 5-0 and the Planning and Zoning Commission adjourned at approximately 5:40 p.m.

RESPECTFULLY SUBMITTED,



Dawn Ortiz,  
Recording Secretary



Chairperson or Acting Chairperson  
Planning and Zoning Commission

Approved this 25 day of January, 2023.



## CITY COUNCIL MEETING AGENDA ITEM HISTORY/COMMENTARY

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|
| <b>ITEM TITLE</b><br>SUBDIVISION PLAT - CAHILL ADDITION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>AGENDA NO.</b><br><br><b>AGENDA DATE:</b> February 13, 2023 |
| <b>ITEM HISTORY (PREVIOUS COUNCIL REVIEWS, ACTION RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)</b><br><br>At their April 13, 2022 regular meeting, the City of Lewiston Planning and Zoning Commission considered the Cahill Addition Preliminary Plat, and voted unanimously to recommend approval of the plat as presented, to the City Council. On April 25, 2022, the Lewiston City Council accepted the Planning and Zoning Commission's recommendation and voted to approve the Cahill Addition preliminary plat.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                |
| <b>ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS, ETC.) Please identify any or all impacts this proposed action would have on the City budget and/or personnel resources.</b><br><br><p>The Cahill Addition preliminary plat proposed to plat approximately 1.88 acres of undeveloped property located between Airway Avenue and undeveloped Bryden Avenue, and east of 18th Street, into three (3) lots. The proposed subdivision includes on "standard" lot located along Airway Avenue, and two additional "flag lots" configured in conformance with Section 37-124 of City Code. The two flag lots will utilize a shared driveway constructed to the standard outlined in City Standard Drawing 3-1. Mutual maintenance agreements and nonexclusive access easements will be required in accordance with Section 137-24.(d).(4). as well. A grant for a 5 foot wide "public sidewalk, utility, and stormwater easement" along the Airway Avenue street frontage is included in the plat. In order to provide access to public sewer for the proposed lots, the developer constructed approximately 165 l.f. of sanitary sewer main in the undeveloped Bryden Avenue right-of-way. The depth of the proposed lots and resulting distance of proposed residences from existing improved public streets also necessitates the construction of a fire apparatus turn-around near the proposed boundary between lots 2 and 3. The proposed fire apparatus turn-around must be constructed to the standards outlined in Lewiston City Fire Department S.O.P. 906 for fire apparatus access roads.</p> <p>Due to weather conditions which restricted construction activities, the shared access driveway with fire apparatus turn-around and Airway Avenue frontage improvements have not been completed at this time. The owner/developer has provided surety bonds to guarantee construction of those improvements. As no connecting portions of Bryden Avenue are currently constructed, the developer has signed an irrevocable consent to a L.I.D. for the remaining improvements to the undeveloped section of adjacent Bryden Avenue right-of-way.</p> |                                                                |

The subject property is currently zoned R1, and the proposed lot configurations adhere to the requirements of that zone as outlined in the City of Lewiston Zoning Ordinance, City Code Chapter 37.

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

#### **BUDGET IMPACT**

#### **ACTION PROPOSED**

Staff recommends that Lewiston City Council approve the Cahill Addition subdivision plat as presented.



## City of Lewiston

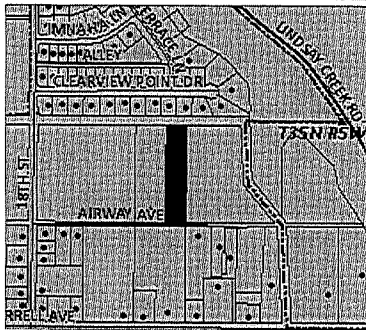




# CAHILL ADDITION

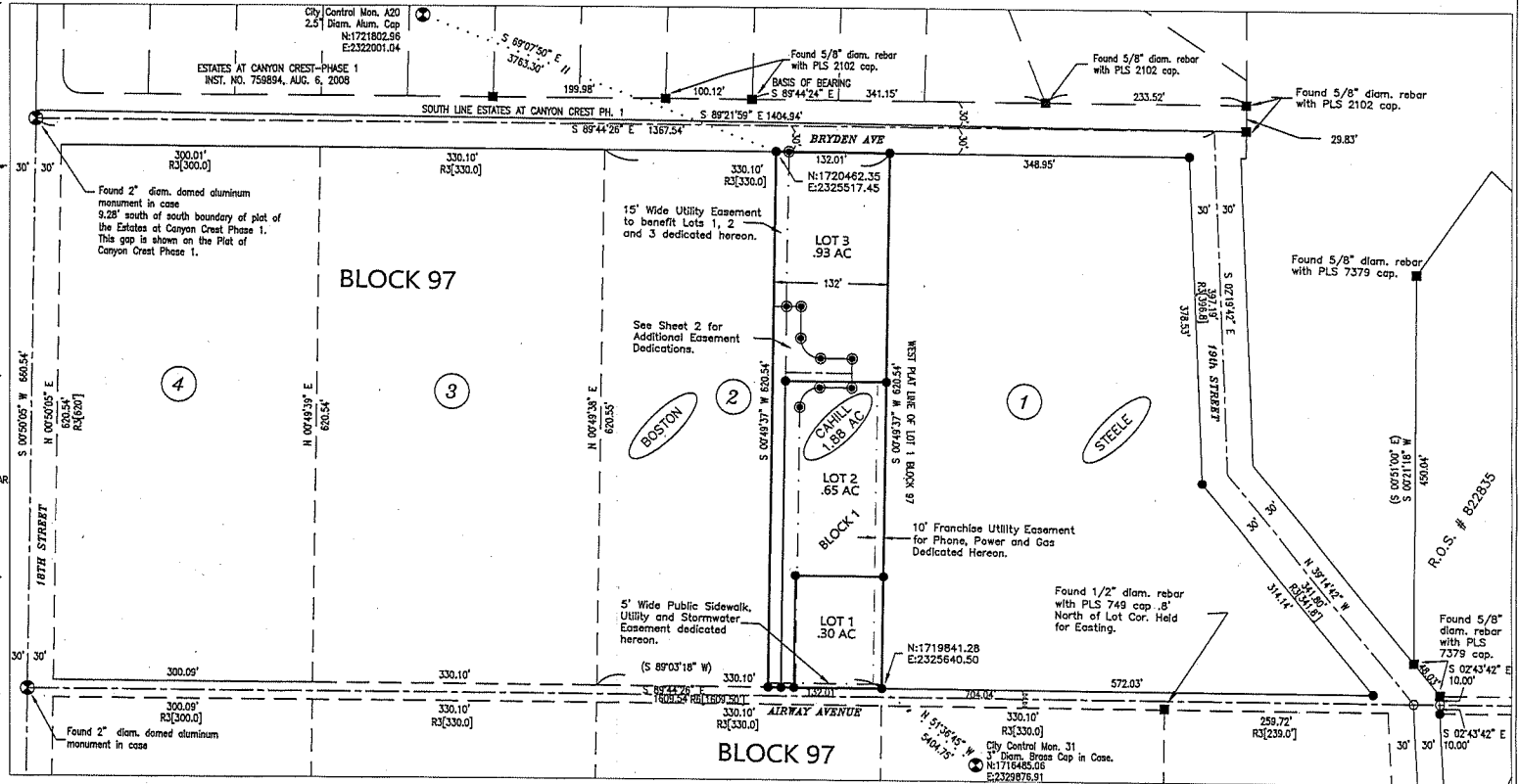
A REPLAT OF A PORTION OF LOT 2, BLOCK 97 OF LEWISTON ORCHARDS TRACT NO. TWELVE,  
LOCATED IN THE NW 1/4 OF SECTION 14, TOWNSHIP 35 N., RANGE 5 W., B.M.,  
CITY OF LEWISTON, NEZ PERCE COUNTY, IDAHO

## VICINITY MAP (N.T.S.):



## LEGEND:

- MONUMENT - FOUND AS NOTED.
- REBAR OR ROD FOUND AS NOTED (UNLESS NOTED OTHERWISE)
- SET A 5/8" DIAMETER BY 30" LONG REBAR WITH A PLASTIC CAP STAMPED "PLS 9165". SEE SHEET 2 FOR SET REBAR.
- SET A 5/8" DIAMETER BY 30" LONG REBAR WITH A 2.5" DIAM. AL. CAP MON. TO MARK EASEMENTS. SEE SHEET 2 FOR SET REBAR.
- CALCULATED POINT, NOTHING FOUND OR SET THIS SURVEY.
- [f] RECORD VALUE PER REFERENCE R3.
- ④ LOT NUMBER OF BLOCK 97, LEWISTON ORCHARDS TRACT 12
- EXTERIOR BOUNDARY OF PARENT PLAT PARCEL.
- LOT LINE CREATED WITH THIS PLAT
- STREET CENTERLINE
- BLOCK 97 LOT LINES
- THE LINES TO CITY CONTROL MONUMENTS
- EASEMENT DEDICATION BOUNDARY LINES
- RIGHT OF WAY



## REFERENCES:

| No. | Document                            | By               | Inst. No.   | Date       |
|-----|-------------------------------------|------------------|-------------|------------|
| R1  | Title Commitment                    | Alliance Title   | NA          |            |
| R2  | Warranty Deed                       | Steele to Cahill | 878473      | 07/19/2020 |
| R3  | Plat of Tract No. 12, Lew. Orchards | C.C. Cartlich    | Bk 2, Pg 45 | 05/06/1910 |
| R4  | Plat-The Estes at Canyon Crest, PH1 | Jack Hammand     | 759894      | 08/06/2008 |
| R5  | Record of Survey                    | Terry Golding    | 822835      | 08/27/2014 |
| R6  | Record of Survey                    | Jack Hammand     | 799710      | 04/04/2012 |
| R7  | Record of Survey                    | James Grow       | 442692      | 01/19/1981 |

## PLAT NOTES:

- UTILITY PROVIDERS ARE LISTED ON SHEET 2.
- THE AREA OF THE PLAT INCLUDING DEDICATED RIGHT-OF-WAY IS 1.88 ACRES. THE AREA OF THE PLAT EXCLUDING DEDICATED RIGHT-OF-WAY IS 1.88 ACRES.
- THE TITLE COMMITMENT LISTED AS R1 ON THIS PLAT DISCLOSES NO EASEMENTS OF RECORD FOR THE PLATTED PARCEL.
- CURRENT ZONING FOR THE SUBJECT PARCEL IS SUBURBAN RESIDENTIAL R1.
- COORDINATE VALUES ARE REPORTED USING A LOCAL GRID COORDINATE SYSTEM HOLDING THE PUBLISHED VALUE OF THE CITY OF LEWISTON MONUMENT POINT NO. C-31 AS THE ORIGIN. THE ENTIRE DATA SET WAS THEN ROTATED TO MATCH THE VECTOR FROM CITY MONUMENT CP-31 TO THE PUBLISHED COORDINATES FOR CITY MONUMENT A20. THE COORDINATE SYSTEM CLOSELY APPROXIMATES IDAHO STATE PLANE NAD 83 ZONE 10N BUT IS NOT REPORTED ON GRID VALUES. RATHER, THEY ARE GROUND MEASUREMENTS.
- THERE ARE NO PERMANENT PHYSICAL ENCROACHMENTS UPON THE BOUNDARY OF THE PLAT.

## BASIS OF BEARING:

SRP44°26'26" ALONG THE CENTERLINE OF GREILE AVENUE BETWEEN THE MONUMENT FOUND AT THE INTERSECTION OF 18TH STREET AND GREILE AVENUE AND THE MONUMENT FOUND AT THE INTERSECTION OF 17TH STREET AND GREILE AVENUE, AS SHOWN HEREON.

## GENERAL NOTES:

- NO ATTEMPT WAS MADE TO SHOW ALL PHYSICAL FEATURES OF THE PROPERTY OR PRESCRIPTIVE EASEMENTS, RECORDED OR UNRECORDED.
- THE SURVEY OF THIS PLAT WAS PERFORMED USING A NIKON DTM-500 SERIES TOTAL STATION, A TOPCON REALTIME GPS UNIT AND A TDS DATA COLLECTOR.
- FUTURE DEVELOPMENT OF THE LOTS CREATED BY THIS SUBDIVISION PLAT REQUIRE BUILDING PERMITS BASED ON PLANS COMPLYING WITH ALL CITY OF LEWISTON CODES. DAILY ADOPTED AT THE TIME OF DEVELOPMENT, GOVERNING CONSTRUCTION OF BUILDINGS AND ADJACENT PUBLIC IMPROVEMENTS. PRIOR TO DEVELOPING A LOT THE OWNER OR PROSPECTIVE OWNER IS RESPONSIBLE FOR DUE DILIGENCE RESEARCH TO APPRISE THEMSELVES OF ALL DEVELOPMENT REQUIREMENTS. THESE REQUIREMENTS MAY OR MAY NOT HAVE BEEN IDENTIFIED DURING THE SUBDIVISION PROCESS AND MAY OR MAY NOT BE SHOWN ON THE PLAT. THE CITY OF LEWISTON IS NOT RESPONSIBLE FOR ANY LOSSES, FINANCIAL OR OTHERWISE, RESULTING FROM THE UNSUITABILITY OF A LOT FOR A SPECIFIC USE.

## SURVEY NARRATIVE:

THE PURPOSE OF THIS SURVEY IS TO CREATE AN ADMINISTRATIVE PLAT TO DIVIDE THAT PARCEL DESCRIBED IN WARRANTY DEED 878473 (R1) INTO THREE NEW LOTS. THE BOUNDARY OF THE SUBJECT PARCEL IS CONTROLLED BY SAID DEED AND THE PLAT OF BLOCK 97 OF LEWISTON ORCHARDS TRACT NO. 12. TWO CONTROLLING CENTERLINE MONUMENTS OF BLOCK 97 ALONG WITH NUMEROUS PROPERTY CORNERS WERE FOUND AND MEASURED AND SUBSEQUENT LOT BOUNDARIES COMPUTED FROM THE SAME.

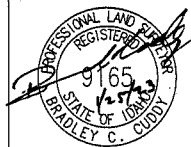
© 2022, Cuddy & Associates

## SURVEYOR'S CERTIFICATE

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

BRADLEY C. CUDDY, PLS 9165

1/25/23  
DATE



## LOCATION OF SURVEY

Part of Lot 2, Block 97, Lewiston Orchards Tract No. 12, located in the NW1/4 Section 14, Township 35 North, Range 5 West, Boise Meridian, Nez Perce County, State of Idaho.

## DEVELOPER/OWNER

Jake and Christina Cahill  
3735 19th Street  
Lewiston, ID 83501  
(208) 553-6124

## SURVEYOR

Bradley Cuddy, PLS 9165  
Cuddy & Associates, Inc.  
P.O. Box 64  
Oronofino, ID 83544  
(208) 790-2672

## ENGINEER

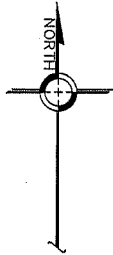
Anacine Engineering  
C. Ryan Fiske, P.E.  
4025 Eagle Court  
Lewiston, ID 83501  
(208) 791-8055

|                                                                                                            |                 |
|------------------------------------------------------------------------------------------------------------|-----------------|
|                                                                                                            |                 |
| <b>Licensed Surveyors</b><br>139 Johnson Avenue PH. (208)-476-4843<br>Orofino, ID 83544 FAX (208)-476-5042 |                 |
| PROJECT: CAHILL ADDITION                                                                                   | DRAWN BY: BCC   |
| SURVEY COMPLETED: 12/28/2021                                                                               | CHECKED BY: BCC |
| FILE LAST MODIFIED: 11/14/2022                                                                             | SHEET: 1 OF 3   |
| FILE NAME: JAKE CAHILL PLAT.DWG                                                                            |                 |
| LOCATION: T. 35 N., R. 5 W., SEC. 14, B.M.                                                                 |                 |



# CAHILL ADDITION

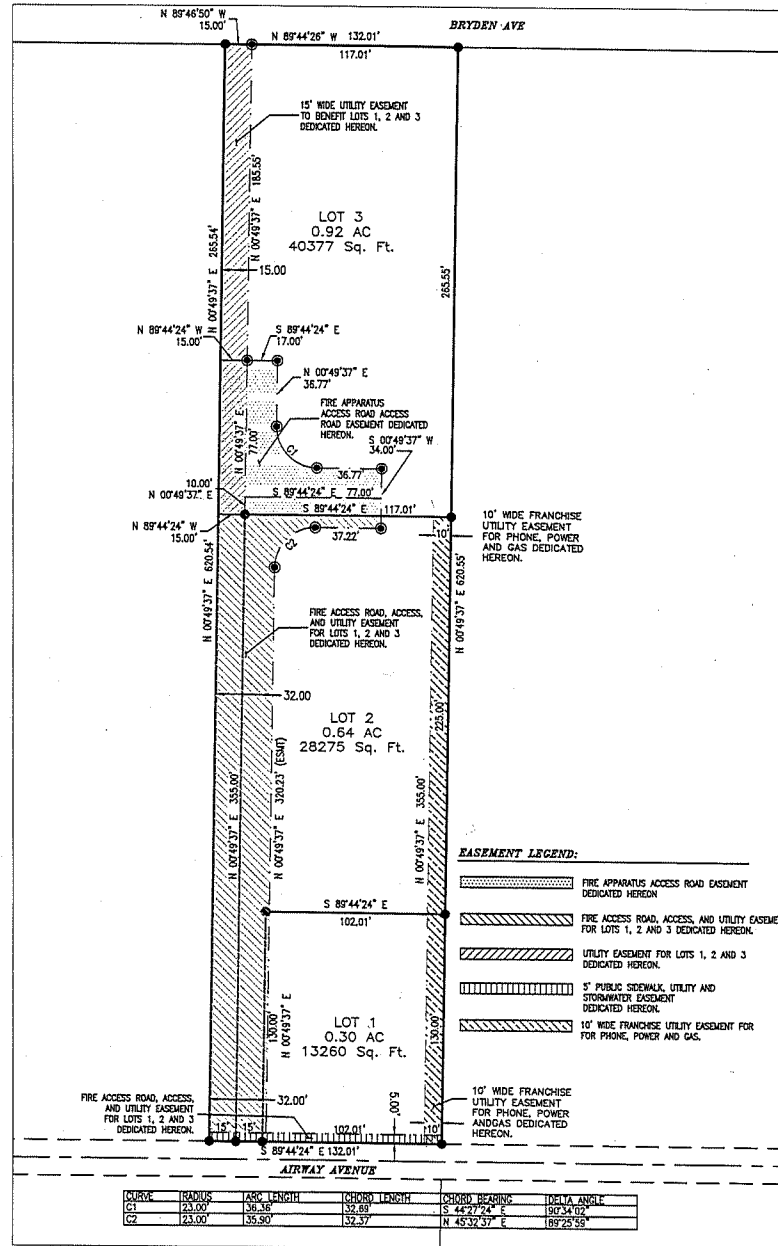
A REPLAT OF A PORTION OF LOT 2,  
BLOCK 97 OF LEWISTON ORCHARDS  
TRACT NO. TWELVE,  
LOCATED IN THE NW 1/4 OF SECTION 14,  
TOWNSHIP 35 N., RANGE 5 W., B.M.,  
CITY OF LEWISTON, NEZ PERCE  
COUNTY, IDAHO



## LEGEND:

- MONUMENT - FOUND AS NOTED.
  - REBAR OR ROD FOUND AS NOTED (UNLESS NOTED OTHERWISE)
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  - SET A 5/8" DIAMETER BY 30" LONG REBAR WITH A 2.5" DIAM. AL. CAP MON. TO MARK EASEMENTS. SEE SHEET 2 FOR SET REBAR.
  - CALCULATED POINT. NOTHING FOUND OR SET THIS SURVEY.
  - [R] RECORD VALUE PER REFERENCE R3.
  - ① LOT NUMBER OF BLOCK 97, LEWISTON ORCHARDS TRACT 12
- RIGHT OF WAY
  - EXTERIOR BOUNDARY OF PARENT PLAT PARCEL
  - LOT LINE CREATED WITH THIS PLAT
  - STREET CENTERLINE
  - BLOCK 97 LOT LINES
  - EASEMENT DEDICATION BOUNDARY LINES

## LOT AND EASEMENT DETAIL



## EASEMENT LEGEND:

- FIRE APPARATUS ACCESS ROAD EASEMENT DEDICATED HEREON
- FIRE ACCESS ROAD, ACCESS, AND UTILITY EASEMENT FOR LOTS 1, 2 AND 3 DEDICATED HEREON
- UTILITY EASEMENT FOR LOTS 1, 2 AND 3 DEDICATED HEREON
- 5' PUBLIC SIDEWALK, UTILITY AND STORMWATER EASEMENT DEDICATED HEREON
- 10' WIDE FRANCHISE UTILITY EASEMENT FOR PHONE, POWER AND GAS

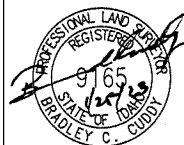
© 2022, Cuddy & Associates

## SURVEYOR'S CERTIFICATE

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

BRADLEY C. CUDDY, PLS 9165

12/5/23  
DATE



## LOCATION OF SURVEY

Part of Lot 2, Block 97, Lewiston Orchards Tract No. 12, located in the NW1/4 Section 14, Township 35 North, Range 5 West, Boise Meridian, Nez Perce County, State of Idaho.

## DEVELOPER/OWNER

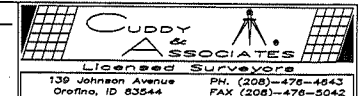
Jake and Christina Cahill  
3735 19th Street  
Lewiston, ID 83501  
(208) 653-6124

## SURVEYOR

Bradley Cuddy, PLS 9165  
Cuddy & Associates, Inc.  
P.O. Box 64  
Orofino, ID 83544  
(208) 790-2672

## ENGINEER

Anacine Engineering  
C. Ryan Fiske, P.E.  
4025 Eagle Court  
Lewiston, ID 83501  
(208) 791-8055



PROJECT: CAHILL ADDITION  
SURVEY COMPLETED: 12/28/21  
FILE LAST MODIFIED: 11/14/2022  
FILE NAME: JAKE CAHILL PLAT.DWG  
LOCATION: T. 35 N., R. 5 W., SEC. 14, B.M.

**CAHILL ADDITION**  
A REPLAT OF A PORTION OF LOT 2, BLOCK 97 OF LEWISTON  
ORCHARDS TRACT NO. TWELVE,  
LOCATED IN THE NW 1/4 OF SECTION 14, TOWNSHIP 35 N., RANGE 5 W., B.M.,  
CITY OF LEWISTON, NEZ PERCE COUNTY, IDAHO

**CITY ENGINEER**

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

Jake Antonich 1/31/2023  
ENGINEER, CITY OF LEWISTON, IDAHO DATE  
P.E. 18362  
**CITY SURVEYOR**

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

Will T. Will 1/31/2023  
SURVEYOR, CITY OF LEWISTON, IDAHO DATE  
PLS 10504  
**CITY CLERK**

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

CLERK, CITY OF LEWISTON, IDAHO DATE

**PUBLIC HEALTH-IDAHO NORTH CENTRAL DISTRICT**

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

Bonnie Waldemason, P.E. 1-25-20  
ENVIRONMENTAL HEALTH SPECIALIST DATE  
PUBLIC HEALTH-IDAHO NORTH CENTRAL DISTRICT

**COUNTY TREASURER**

I HEREBY CERTIFY THAT ALL AD VALOREM TAXES AND ASSESSMENTS FOR THE PROPERTY HEREON DESCRIBED HAVE BEEN PAID FOR THE YEAR 2022 AND PRECEDING YEARS.

Neil Schaefer, Treas. 1-25-23  
TREASURER, NEZ PERCE COUNTY, IDAHO DATE

**COUNTY RECORDER**

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF NEZ PERCE COUNTY, IDAHO AT THE REQUEST OF \_\_\_\_\_ THIS \_\_\_\_\_ DAY OF \_\_\_\_\_.

2017, AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M., AND DULY RECORDED IN PLAT BOOK \_\_\_\_\_ AT PAGES \_\_\_\_\_ AS INSTRUMENT NUMBER \_\_\_\_\_.

RECORDER, NEZ PERCE COUNTY, IDAHO

**DESCRIPTION OF EXTERIOR PLAT BOUNDARY**  
**(BEFORE RIGHT-OF-WAY DEDICATION)**

The East 132 feet Lot Two (2) of Block Ninety-seven (97) of Lewiston Orchards Tract No. Twelve (12), Nez Perce County, State of Idaho.

**OWNERS CERTIFICATE**

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE ARE THE OWNER OF THE HEREON DESCRIBED AND PLATTED PROPERTY, AND WE DO HEREBY CERTIFY THAT WE SUBDIVIDED SAID PROPERTY AS INDICATED BY THIS INSTRUMENT. THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, THAT WE HEREBY DEDICATE TO THE CITY OF LEWISTON A UTILITY EASEMENT AS SHOWN AND NOTED ON THE PLAT, WHICH COMPRISES THE SOUTH 5 FEET OF THE EAST 132 FEET OF LOT 2, BLOCK 97, LEWISTON ORCHARDS TRACT NO. 12.

WE ALSO DO HEREBY GRANT A UTILITY AND ACCESS EASEMENT TO LOTS 1, 2 AND 3, BLOCK 1 OF THIS PLAT AS SHOWN AND NOTED HEREON.

WE ALSO DO HEREBY GRANT A FIRE ACCESS EASEMENT TO LOTS 1, 2 AND 3, BLOCK 1 OF THIS PLAT AS SHOWN AND NOTED HEREON.

WE ALSO DO HEREBY GRANT A FRANCHISE UTILITY EASEMENT FOR PHONE, POWER AND GAS FOR LOTS 1, 2 AND 3, BLOCK 1, OF THIS PLAT AND NOTED HEREON.

WE ALSO DO HEREBY CERTIFY THAT ALL OF THE LOTS IN THIS PLAT WILL BE ELIGIBLE TO RECEIVE WATER SERVICE FROM THE LEWISTON ORCHARDS IRRIGATION DISTRICT, WHO HAS AGREED IN WRITING TO SERVE ALL OF THE LOTS.

Jacob Cahill 1/26/23  
JACOB CAHILL DATE

Christina Cahill 1/26/2023  
CHRISTINA CAHILL DATE

**ACKNOWLEDGMENT**

STATE OF Idaho  
COUNTY OF Nez Perce

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

IN WITNESS THEREOF, THIS 26 DAY OF January, 2023.  
I SET MY HAND AND AFFIX MY SEAL.

Abenke  
NOTARY PUBLIC, IN AND FOR THE SAID STATE

Lewiston  
RESIDING AT  
9-9-2025  
MY COMMISSION EXPIRES

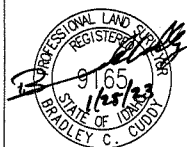
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**SURVEYOR'S CERTIFICATE**

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

Bradley C. Cuddy  
BRADLEY C. CUDDY, PLS 9165

1/25/23  
DATE



**LOCATION OF SURVEY**

Part of Lot 2, Block 97, Lewiston Orchards Tract No. 12, located in the NW1/4 Section 14, Township 35 North, Range 5 West, Boise Meridian, Nez Perce County, State of Idaho.

**DEVELOPER/OWNER**

Jake and Christina Cahill  
3735 19th Street  
Lewiston, ID 83501  
(208) 553-6124

**SURVEYOR**

Bradley Cuddy, PLS 9165  
Cuddy & Associates, Inc.  
P.O. Box 64  
Orofino, ID 83544  
(208) 790-2672

**ENGINEER**

Anacline Engineering  
C. Ryan Fiske, P.E.  
4025 Eagle Court  
Lewiston, ID 83501  
(208) 791-8055

|                                                                                      |                 |
|--------------------------------------------------------------------------------------|-----------------|
| <b>Cuddy &amp; Associates</b><br>Licensed Surveyors                                  |                 |
| 139 Johnson Avenue<br>Orofino, ID 83544<br>PH: (208)-476-4643<br>FAX: (208)-476-5042 |                 |
| PROJECT: CAHILL ADDITION                                                             | DRAWN BY: BCC   |
| SURVEY COMPLETED: 11/30/21                                                           | CHECKED BY: BCC |
| FILE LAST MODIFIED: 11/14/2022                                                       | SHEET: 3 OF 3   |
| FILE NAME: JAKE CAHILL PLATTING                                                      |                 |
| LOCATION: T. 35 N., R. 5 W., SEC. 14, B.M.                                           |                 |



## CITY COUNCIL MEETING AGENDA ITEM HISTORY/COMMENTARY

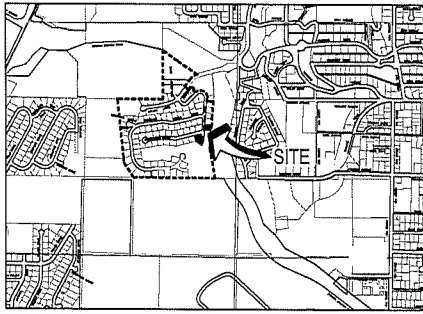
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|
| <b>ITEM TITLE</b><br>PRELIMINARY PLAT EXTENSION<br>REQUEST - VALLEY VISTA HEIGHTS,<br>BLOCK 18                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>AGENDA NO.</b><br><br><b>AGENDA DATE:</b> February 13, 2023 |
| <b>ITEM HISTORY (PREVIOUS COUNCIL REVIEWS, ACTION RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)</b><br><br><p>The Lewiston Planning and Zoning Commission reviewed the preliminary plat submittal at their regular meeting on June 23, 2021, and voted unanimously to recommend approval to the Lewiston City Council. The Lewiston City Council approved the preliminary plat on July 12, 2021 (preliminary plat is attached). A previous extension request was granted on July 25, 2022 (approved agenda sheet attached).</p> <p>The Valley Vista Heights, Block 18 preliminary plat proposed to plate or re-plate approximately 0.71 acres of property located within Stages 2 &amp; 5 of the Valley Vista PUD into two (2) lots. All development of the proposed lots will be subject to the conditions of the Valley Vista PUD agreement, including applicable housing type and building height allowances. Approximately 133 l.f. of public street and associated public utilities will be constructed to service the finished subdivision. The property is located south and east of the existing intersection of Knollcrest Court and Knollcrest Drive. Future development within the PUD proposed to construct the extension of Knollcrest Drive southerly, to intersect with Crestline Circle Drive, to the local residential standard. Development and construction currently under way in conjunction with the development of Valley Vista Heights, Block 17, to the south, will temporarily improve the connection to the emergency fire access road standard for the interim. A single family residence is currently under construction on the portion of the proposed Lot 2 that is currently Lot 10 of Block 12 of Valley Vista Heights. The existing Lot 10 is being re-platted to add additional currently un-platted property, resulting in the larger proposed Lot 2. Due to elevated geologic hazards within the proposed subdivision area, each proposed lot will be required to provide a lot-specific geotechnical evaluation of the proposed improvements prior to development of the individual lots. The subject property is currently zoned PUD, and the proposed lot configurations adhere to the requirements of the Valley Vista PUD Agreement and the City of Lewiston Zoning Ordinance, City Code Chapter 37.</p> |                                                                |
| <b>ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS, ETC.) Please identify any or all impacts this proposed action would have on the City budget and/or personnel resources.</b><br><br><p>The preliminary plat is valid for 1 year under the Subdivision City Code (Sec. 32-19.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                |

Significance of preliminary plat approval). The Code allows City Council to extend the expiration date by 6 months if the developer has demonstrated good cause. Attached is a letter prepared by Pat McCann of McCann Limited Partnership requesting an extension.

**BUDGET IMPACT**

**ACTION PROPOSED**

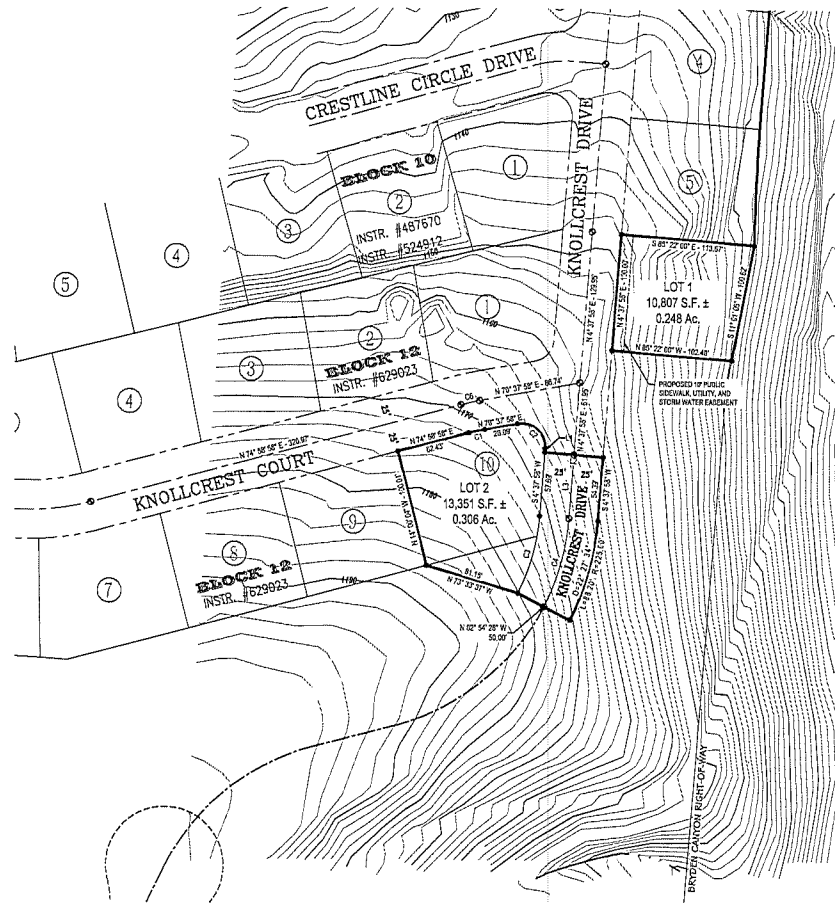
Staff recommends that Council approve an additional extension for the Valley Vista Heights, Block 18 - Preliminary Plat. The new expiration deadline will then be July 12th, 2023.



VICINITY MAP  
NOT TO SCALE

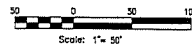
## PRELIMINARY PLAT VALLEY VISTA HEIGHTS, BLOCK 18

LOT 10 OF VALLEY VISTA HEIGHTS, BLOCK 12 AND A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, T. 35 N., R. 6 W., B.M., CITY OF LEWISTON, COUNTY OF NEZ PERCE, STATE OF IDAHO.



| Line Table |        |                 |
|------------|--------|-----------------|
| Line #     | Length | Direction       |
| L1         | 3.30'  | S 4° 37' 58" W  |
| L2         | 59.02' | S 85° 22' 02" E |
| L3         | 54.30' | S 4° 37' 58" W  |

| Curve Table |        |         |            |                           |
|-------------|--------|---------|------------|---------------------------|
| Curve #     | Length | Radius  | Delta      | Chord Length              |
| C1          | 14.30' | 178.00' | 4°30'00"   | N 77° 18' 22" E<br>14.30' |
| C2          | 35.65' | 20.00'  | 165°00'00" | S 47° 52' 02" E<br>31.72' |
| C3          | 65.02' | 175.02' | 22°27'34"  | S 15° 51' 43" W<br>69.16' |
| C4          | 75.47' | 205.00' | 22°27'34"  | S 15° 51' 43" W<br>77.90' |
| C5          | 16.22' | 205.00' | 4°30'00"   | N 77° 18' 22" E<br>16.22' |



### PRELIMINARY PLAT NOTES:

**SUBDIVIDER**  
JEE AND FRANCIS MCCANN FAMILY LIMITED PARTNERSHIP (d/b/a)  
202 26TH AVENUE  
LEWISTON, ID. 83501

**LEWIS AND JANCIE CHASTAIN - (D)** 465-9125  
410 KNOLLCREST COURT  
LEWISTON, ID. 83501

**EXISTING ZONING**  
VALLEY VISTA PLANNED UNIT DEVELOPMENT

**SUBDIVISION ACREAGE**  
0.707 ACRES

**SUBDIVISION LOTS**  
2 LOTS

**SURVEY DATUM**  
CITY OF LEWISTON

**PROPOSED UTILITIES**  
WATER SUPPLY: CITY OF LEWISTON  
SEWER DISPOSAL: CITY OF LEWISTON  
STORM DRAINAGE: CITY OF LEWISTON, WITH INDIVIDUAL STORMWATER MITIGATION PROVIDED BY EACH LOT  
FIRE PROTECTION: CITY OF LEWISTON  
POWER AND GAS: ANXETA UTILITIES  
TELEPHONE: CENTURY LINK  
CABLE: TA-CABLE ONE

**PROPOSED EASEMENTS TO THE PUBLIC**  
SEE THIS PLAN FOR PROPOSED TEMPORARY TURNAROUND EASEMENTS AND PROPOSED PUBLIC SIDEWALK, UTILITY, AND STORM WATER EASEMENTS

**TITLE REPORT**  
77

### LEGAL DESCRIPTION

LOT 10 OF VALLEY VISTA HEIGHTS BLOCK 12 AND A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 12 NORTH, RANGE 6 WEST, BOISE MERIDIAN, CITY OF LEWISTON, COUNTY OF NEZ PERCE, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT THE SOUTHWEST CORNER OF LOT 6, BLOCK 6 OF THE VALLEY VISTA HEIGHTS SUBDIVISION AS SHOWN BY INSTRUMENT NO. 40976, RECORDS OF NEZ PERCE COUNTY, SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY OF KNOLLCREST DRIVE;  
THENCE SOUTH 85°22'02" EAST A DISTANCE OF 110.01 FEET TO THE SOUTHEAST CORNER OF SAID LOT 5 AND SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF SPOYDEN CANYON ROAD, FEDERAL AID PROJECT NO. DP-00000011 AND BEING 203.912 FEET RIGHT OF CENTERLINE STATION 22+44.26;  
THENCE CONTINUING ALONG SAID RIGHT-OF-WAY, SOUTH 11°16'10" WEST A DISTANCE OF 100.01 FEET;  
THENCE LEAVING SAID RIGHT-OF-WAY, NORTH 85°22'02" WEST A DISTANCE OF 102.48 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF KNOLLCREST DRIVE;  
THENCE ALONG SAID RIGHT-OF-WAY OF KNOLLCREST DRIVE, NORTH 04°37'58" EAST A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING;  
SAID PARCEL, CONTAINING, 0.248 ACRES, MORE OR LESS,  
AND  
BEGINNING AT THE SOUTHWEST CORNER OF LOT 10, BLOCK 12 OF THE VALLEY VISTA HEIGHTS SUBDIVISION AS SHOWN BY INSTRUMENT NO. 40903, RECORDS OF NEZ PERCE COUNTY;  
THENCE NORTH 14°09'04" WEST ALONG THE WEST LINE OF SAID LOT 10 A DISTANCE OF 100.01 FEET TO THE NORTHWEST CORNER OF SAID LOT 10 AND ALSO BEING A POINT OF THE SOUTHERLY RIGHT-OF-WAY LINE OF KNOLLCREST DRIVE;  
THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE NORTH 74°39'52" EAST A DISTANCE OF 62.43 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;  
THENCE ALONG SAID RIGHT-OF-WAY CURVE TO THE RIGHT HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 04°38'58", AND AN ARC LENGTH OF 14.30 FEET;  
THENCE CONTINUE ALONG SAID RIGHT-OF-WAY NORTH 79°37'30" EAST A DISTANCE OF 78.00 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;  
THENCE CONTINUE ALONG SAID RIGHT-OF-WAY CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 102°00'00", AND AN ARC LENGTH OF 38.85 FEET TO A POINT OF THE WEST RIGHT-OF-WAY LINE OF KNOLLCREST DRIVE;  
THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE, SOUTH 04°37'58" WEST A DISTANCE OF 3.30 FEET;  
THENCE CONTINUE ALONG SAID RIGHT-OF-WAY SOUTH 85°22'02" EAST A DISTANCE OF 50.00 FEET TO A POINT OF THE EAST RIGHT-OF-WAY OF SAID KNOLLCREST DRIVE;  
THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE, SOUTH 04°37'58" WEST A DISTANCE OF 54.30 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;  
THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF 27°37'34", AND AN ARC LENGTH OF 58.23 FEET;  
THENCE NORTH 62°54'30" WEST, A DISTANCE OF 60.00 FEET;  
THENCE NORTH 79°37'30" WEST, A DISTANCE OF 81.15 FEET TO THE TRUE POINT OF BEGINNING;  
SAID PARCEL, CONTAINING 0.459 ACRES, MORE OR LESS.

### GENERAL NOTES

- ALL LOTS ARE WITHIN STAGE 2 & 3 OF THE VALLEY VISTA PUD AND SHALL BE DESIGNATED FOR SINGLE FAMILY, DUPLEX AND/OR TOWNHOUSE DEVELOPMENT.
- THE DEVELOPMENT OF EACH LOT IS SUBJECT TO THE VALLEY VISTA PUD AGREEMENT, INCLUDING APPLICABLE HOUSING TYPE AND BUILDING HEIGHT ALLOWANCES.
- THE MAXIMUM ALLOWABLE BUILDING HEIGHT ON EACH LOT IS 32', AS MEASURED FROM THE AVERAGE ELEVATION OF THE EXISTING GRADE OF EACH LOT, AS STATED ON THE PLAT, TO THE HIGHEST POINT OF THE BUILDING.
- THE MINIMUM REQUIRED MAIN BUILDING SETBACKS ARE 10' FRONT, 20' REAR, AND 10' FOR THE TWO SIDE YARDS COMBINED, WITH NEITHER SIDE LESS THAN 5'. EXCEPT 15' MINIMUM FOR THE STREET SIDE OF A CORNER LOT.
- MODIFICATION OF LOTS BETWEEN TWO ADJACENT OWNERS SHALL NOT BE PERMITTED WITHOUT PRIOR APPROVAL OF THE PLANNING AND ZONING COMMISSION AND MODIFICATION OF THE FINAL PLAT.
- THE DEVELOPMENT OF EACH LOT SHALL BE EVALUATED IN CONSIDERATION OF THE LIMITED GEOLOGIC HAZARD EVALUATION BY GEOPROFESSIONAL INNOVATION, FILE NO. 10101001, DATED NOVEMBER 14, 2018, AND THE GEOLOGIC HAZARDS IN A PORTION OF NEZ PERCE COUNTY BY TERRY R. HOWARD, DATED AUGUST 2003. EACH LOT SHALL PROVIDE AN INDIVIDUAL LOT-SPECIFIC GEOLOGIC HAZARD EVALUATION BY AN IDAHO LICENSED PROFESSIONAL ENGINEER FOR THE INTENDED IMPROVEMENTS IN CONSIDERATION OF THESE TWO STUDIES, PRIOR TO DEVELOPMENT OR APPROVAL OF BUILDING PERMITS.
- CONSTRUCTION OF THE EXTENSION OF THE PUBLIC STREET AND ASSOCIATED PUBLIC UTILITIES WILL BE REQUIRED AS PART OF THE SUBDIVISION PROCESS.

| DATE | BY | DESCRIPTION |
|------|----|-------------|
|      |    |             |
|      |    |             |
|      |    |             |
|      |    |             |

VALLEY VISTA HEIGHTS, BLK. 18  
MCCANN LIMITED PARTNERSHIP  
202 26TH AVENUE  
LEWISTON, ID. 83501

**KELTIC ENGINEERING, INC.**  
1410 S. Street # 200 Lewiston, Idaho 83501 (208) 742-2159  
Development • Planning • Design • Construction Management



|               |            |
|---------------|------------|
| DESIGNED BY   | CDM        |
| ENGINEERED BY | ETH        |
| DATE          | 1/20/2021  |
| LAST REV.     | 04/09/2021 |
| PROJECT NO.   | 21-0002    |
| SHEET NO.     | 1 OF 1     |





APPROVED  
07/25/22 CC

## CITY COUNCIL MEETING AGENDA ITEM HISTORY/COMMENTARY

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                  |                                                                                                                                                             |                                                                                                                    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|
| <b>ITEM TITLE</b><br><b>VALLEY VISTA HEIGHTS,<br/>BLOCK 18 - PRELIMINARY<br/>PLAT EXTENSION REQUEST</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                  | <b>AGENDA NO.</b> _____<br><b>AGENDA DATE</b> <u>7-25-22</u><br><b>CONSENT:</b> <input checked="" type="checkbox"/> <b>ACTIVE:</b> <input type="checkbox"/> | <b>1<sup>ST</sup> READING</b> _____<br><b>2<sup>ND</sup> READING</b> _____<br><b>3<sup>RD</sup>/ADOPTION</b> _____ |
| <b>ORIGINATING SOURCE</b><br><b>Mark Weigand, PLS</b><br><b>Date:</b> <u>7/7/2022</u> <i>W</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                  | <b>FUNDING CERTIFICATION (IF APPLICABLE)</b><br><b>Date:</b> _____                                                                                          |                                                                                                                    |
| <b>DIVISION MANAGER REVIEW (If applicable)</b><br><b>Luke Antonich, P.E.</b><br><b>Date:</b> <u>7/7/22</u> <i>XA</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                  | <b>DEPARTMENT MANAGER REVIEW (If applicable)</b><br><b>Dustin Johnson, PE</b><br><b>Date:</b> <u>7/7/22</u> <i>DJ</i>                                       |                                                                                                                    |
| <b>RECOMMENDED FOR<br/>COUNCIL ACTION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>CITY MAYOR</b><br><b>Daniel Johnson</b><br><b>Date:</b> _____ |                                                                                                                                                             |                                                                                                                    |
| <b>ITEM HISTORY (PREVIOUS COUNCIL REVIEWS, ACTION RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)</b><br><p>The Lewiston Planning and Zoning Commission reviewed the preliminary plat submittal at their regular meeting on June 23, 2021, and voted unanimously to recommend approval to the Lewiston City Council. The Lewiston City Council approved the preliminary plat on July 12, 2021 (preliminary plat is attached).</p> <p>The Valley Vista Heights, Block 18 preliminary plat proposes to plat or re-plat approximately 0.71 acres of property located within Stages 2 &amp; 5 of the Valley Vista PUD into 2 Lots. All development of the proposed lots will be subject to the conditions of the Valley Vista PUD agreement, including applicable housing type and building height allowances. Approximately 133 l.f. of public street and associated public utilities will be constructed to service the finished subdivision. The property is located south and east of the existing intersection of Knollcrest Court, and Knollcrest Drive. Future development within the PUD proposes to construct the extension of Knollcrest Drive southerly, to intersect with Crestline Circle Drive, to the local residential standard. Development and construction currently under way in conjunction with the development of Valley Vista Heights, Block 17, to the south, will temporarily improve the connection to the emergency fire access road standard for the interim. A single family residence is currently under construction on the portion of the proposed Lot 2 that is currently Lot 10 of Block 12 of Valley Vista Heights. The existing Lot 10 is being re-platted to add additional currently un-platted property, resulting in the larger proposed Lot 2. Due to elevated geologic hazards within the proposed subdivision area, each proposed lot will be required to provide a lot-specific geotechnical evaluation of the proposed improvements prior to development of the individual lots. The subject property is currently zoned PUD, and the proposed lot configurations adhere to the requirements of the Valley Vista PUD Agreement and the City of Lewiston Zoning Ordinance, City Code Chapter 37.</p> |                                                                  |                                                                                                                                                             |                                                                                                                    |
| <b>ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS, ETC.) Please identify any or all impacts this proposed action would have on the City budget and/or personnel resources.</b><br><p>The preliminary plat is valid for 1 year under the Subdivision City Code (Sec. 32-19. Significance of preliminary plat approval). The Code allows City Council to extend the expiration date 6 months if the developer has demonstrated good cause. Attached is a letter prepared by Pat McCann of McCann Limited Partnership requesting an extension.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                  |                                                                                                                                                             |                                                                                                                    |

Recommendation:

Staff recommends that Council approves the Valley Vista Heights, Block 18 – Preliminary Plat 6 month extension request. The new expiration deadline will then be January 12<sup>th</sup>, 2023.

January 24, 2023

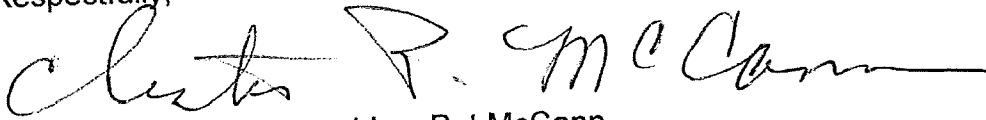
City of Lewiston City Council  
215 D Street  
Lewiston, ID 83501

City Council Members:

I am requesting an extension for the remaining improvements for the Valley Vista Block 18 Subdivision. The Valley Vista Block 18 preliminary plat has been approved by the City of Lewiston City Council previously. The sanitary sewer, water system upgrades, all underground utilities and curb/gutter/sidewalk have been installed. Remaining work includes the final asphalt which will be installed this spring once the asphalt plant is in operation for the season. It is the intention that Block 18 can be completed and will allow Valley Vista Heights Block 18 to contribute to the needed housing demand in the City of Lewiston.

Thank you for your consideration.

Respectfully,

A handwritten signature in black ink, appearing to read "Pat McCann", written in a cursive style.

McCann Limited Partnership – Pat McCann



City of Lewiston







# Voucher's Payable

| Vendor Name                                                             | Ck#    | Ck Date   | Department | Description                                        | Total       |
|-------------------------------------------------------------------------|--------|-----------|------------|----------------------------------------------------|-------------|
| ABM INDUSTRY GROUP LLC DBA ABM ONSITE SERVICES; ABM JANITORIAL SERVICES | 107631 | 1/19/2023 | PARKSFAC   | BPO P & R CUSTODIAN CONTRACT FOR LIBRARY           | \$4,686.62  |
| AIRBRIDGE BROADBAND LLC                                                 | 107633 | 1/19/2023 | INFOSYSTMS | BPO - IT - INTERNET SERVICE                        | \$200.00    |
| AMAZON CAPITAL SERVICES                                                 | 107585 | 1/12/2023 | FIRE       | FIRE - AMAZON - STATION EQUIPMENT                  | \$69.78     |
|                                                                         |        |           | LIBRARY    | LIB - OUTREACH VEHICLE SUPPLIES                    | \$233.43    |
|                                                                         | 107634 | 1/19/2023 | COMDEV     | BPO - CD: OFFICE SUPPLIES FROM AMAZON              | \$47.69     |
|                                                                         |        |           |            | CD - NEW LETTER FOLDING MACHINE                    | \$765.00    |
|                                                                         |        |           | FIRE       | FIRE - AMAZON                                      | \$22.98     |
|                                                                         |        |           |            | FIRE - AMAZON - STATION SUPPLIES                   | \$194.83    |
|                                                                         |        |           |            | FIRE - AMAZON - SUPPLIES                           | \$108.04    |
|                                                                         |        |           | FLTMANT    | BPO/ FLEET REPAIR PARTS & OFFICE SUPPLIES          | \$184.67    |
|                                                                         |        |           | LIBRARY    | BPO - LIB - ADULT BOOK ORDER                       | \$86.63     |
|                                                                         |        |           |            | BPO - LIB - DVD ORDERS                             | \$409.29    |
|                                                                         |        |           |            | BPO - LIB - JUVENILE DVD ORDERS                    | \$192.34    |
|                                                                         |        |           |            | BPO-LIB-OPERATING SUPPLIES                         | \$65.56     |
|                                                                         |        |           |            | LIB - BOOKMOBILE SUPPLIES                          | \$64.95     |
|                                                                         |        |           |            | PROGRAMMING SUPPLIES                               | \$297.46    |
|                                                                         |        |           | POLICE     | MAGNETIC CHALK BOARD AND NAME MAGNETS FOR DEPARTME | \$91.58     |
|                                                                         |        |           | RECREATION | HEATER FOR COM CENTER KITCHEN OFFICE               | \$185.94    |
|                                                                         |        |           | TRNSPN     | GPU FOR ENHANCED PC                                | \$239.99    |
|                                                                         |        |           |            | PW - ENGR - LIGHTNING JACK ADAPTER; LUKE           | \$13.98     |
|                                                                         |        |           |            | RECEIVED STAMP                                     | \$26.95     |
|                                                                         |        |           | WSTWTR     | NEW DATE STAMP                                     | \$29.95     |
| AMERICAN FAMILY LIFE ASSURANCE COMPANY OF COLUMBUS DBA AFLAC            | 107632 | 1/19/2023 | ADMSVC     | PAY PERIOD 12/31/22 - 1/13/2023                    | \$1,365.56  |
| ANATEK LABS INC                                                         | 107635 | 1/19/2023 | WATER      | BPO PW WTP/TOC/COLIFORM SAMPLING ANALYSIS          | \$360.00    |
|                                                                         |        |           | WSTWTR     | BPO PW WWTP LAB SAMPLE ANALYSIS                    | \$215.00    |
| AQUA TOUCH CAR WASH                                                     | 107636 | 1/19/2023 | FLTMANT    | BPO/ FLEET CAR WASHES                              | \$12.00     |
| ASOTIN COUNTY LANDFILL                                                  | 107637 | 1/19/2023 | SANITATION | BPO - TS - FY23 MONTHLY DISPOSAL                   | \$93,957.11 |
|                                                                         |        |           | WSTWTR     | BPO PW WWTP FY23 MONTHLY DISPOSAL                  | \$244.17    |
| ATLAS COPCO COMPRESSORS LLC                                             | 107638 | 1/19/2023 | WSTWTR     | SRV KITS, OIL & ELECTRIC DRAINS                    | \$5,080.92  |
| AVISTA                                                                  | 107586 | 1/12/2023 | CEMETERY   | 01/03/2023 BILL DATE: UTILITY CHARGES              | \$253.41    |
|                                                                         |        |           | COMDEV     | 01/03/2023 BILL DATE: UTILITY CHARGES              | \$1,618.01  |
|                                                                         |        |           | LIBRARY    | 01/03/2023 BILL DATE: UTILITY CHARGES              | \$2,634.55  |
|                                                                         |        |           | PARKSFAC   | 01/03/2023 BILL DATE: UTILITY CHARGES              | \$24,429.98 |





# Voucher's Payable

|                                                         |        |           |            |                                                    |             |
|---------------------------------------------------------|--------|-----------|------------|----------------------------------------------------|-------------|
|                                                         |        |           | RECREATION | 01/03/2023 BILL DATE: UTILITY CHARGES              | \$482.77    |
|                                                         |        |           | SANITATION | 01/03/2023 BILL DATE: UTILITY CHARGES              | \$535.23    |
|                                                         |        |           | TRNSPN     | 01/03/2023 BILL DATE: UTILITY CHARGES              | \$40,856.00 |
|                                                         |        |           | WATER      | 01/03/2023 BILL DATE: UTILITY CHARGES              | \$30,134.92 |
|                                                         |        |           | WSTWTR     | 01/03/2023 BILL DATE: UTILITY CHARGES              | \$33,747.37 |
| BEAUTIFUL DOWNTOWN LEWISTON                             | 107587 | 1/12/2023 | SPECASSMT  | BID ASSESSMENT COLLECTIONS                         | \$3,403.00  |
|                                                         | 107606 | 1/19/2023 | SPECASSMT  | BIS ASSESSMENT COLLECTIONS                         | \$955.52    |
| BILL ARNOLD                                             | 107617 | 1/19/2023 | WATER      | MEALS: REGIONAL CROSS CONNECTIONS SEMINAR: 1/25-26 | \$64.00     |
| BLUE RIBBON LINEN SUPPLY INC                            | 107639 | 1/19/2023 | FIRE       | BPO - FIRE - BLUE RIBBON LINEN                     | \$1,061.14  |
| BLUE TO GOLD LLC                                        | 107640 | 1/19/2023 | POLICE     | ON-SITE TRAINING FOR SWORN PERSONNEL AND CEOS; ADV | \$5,000.00  |
| BOB'S TROPICAL FISH & PET SHOP INC DBA BOB'S PET & POND | 107641 | 1/19/2023 | LIBRARY    | BPO - LIB - FISH TANK CLEANING                     | \$79.99     |
| BRETTON S WATSON DBA ABLE LOCKSMITH                     | 107630 | 1/19/2023 | WSTWTR     | BPO PW COLL LOCK & KEY SERVICE                     | \$90.00     |
| BRIAN BIRDSSELL                                         | 107618 | 1/19/2023 | UNDEFINED  | REIMBURSE ALLSTATE 1/5/23 PAYROLL DEDUCTION        | \$16.43     |
| BRIAN E WARD DBA GUMBY ENTERPRISES INC                  | 107736 | 1/19/2023 | FLTMANT    | BPO - FLEET - TOOLS & SUPPLIES                     | \$16.40     |
| BRUNEEL TIRE SERVICE                                    | 107642 | 1/19/2023 | LIBRARY    | LIB - TIRE SIPING                                  | \$64.00     |
| BSN SPORTS                                              | 107643 | 1/19/2023 | PARKSFAC   | BREAKAWAY BASES                                    | \$694.16    |
| C H SPENCER LLC                                         | 107644 | 1/19/2023 | WATER      | 21ST ST BOOSTER; SPARE PUMP (REISSUE OF 22201548)  | \$49,749.00 |
| CAMP CABIN & HOME INC                                   | 107645 | 1/19/2023 | TRNSPN     | BPO - STREETS - PROPANE                            | \$23.72     |
| CATALYST MEDICAL GROUP PLLC                             | 107646 | 1/19/2023 | FIRE       | BPO - FIRE - CATALYST MEDICAL GROUP                | \$373.09    |
| CDW GOVERNMENT LLC                                      | 107647 | 1/19/2023 | COMDEV     | ADOBE SOFTWARE                                     | \$183.83    |
|                                                         |        |           | FINANCE    | ADOBE SOFTWARE                                     | \$367.66    |
|                                                         |        |           | FIRE       | PTZ CAMERA                                         | \$1,097.35  |
|                                                         |        |           | INFOSYSTMS | ADOBE SOFTWARE                                     | \$183.83    |
|                                                         |        |           |            | POLY PHONES                                        | \$1,651.80  |
|                                                         |        |           | PARKSFAC   | ADOBE SOFTWARE                                     | \$1,966.10  |
|                                                         |        |           | POLICE     | ADOBE SOFTWARE                                     | \$183.83    |
|                                                         |        |           | TRNSPN     | ADOBE LICENSE - WEBB                               | \$188.09    |
|                                                         |        |           |            | ADOBE SOFTWARE                                     | \$967.21    |
|                                                         |        |           | WSTWTR     | ADOBE SOFTWARE                                     | \$319.60    |
| CHRIS REESE                                             | 107619 | 1/19/2023 | UNDEFINED  | REIMBURSE ALLSTATE 1/5/23 PAYROLL DEDUCTION        | \$10.39     |
| CINTAS CORPORATION #606                                 | 107648 | 1/19/2023 | FLTMANT    | BPO/ FLEET UNIFORM RENT & LAUNDRY                  | \$234.05    |
|                                                         |        |           | PARKSFAC   | BPO P&R CLEANING SUPPLIES AND UNIFORM CLEANING     | \$45.17     |
| CITY OF LEWISTON                                        | 1284   | 1/12/2023 | CEMETERY   | DEC '22 WATER/GARBAGE/SEWER: UTILITY CHARGES       | \$145.12    |
|                                                         |        |           | COMDEV     | DEC '22 WATER/GARBAGE/SEWER: UTILITY CHARGES       | \$165.10    |
|                                                         |        |           | LIBRARY    | DEC '22 WATER/GARBAGE/SEWER: UTILITY CHARGES       | \$380.35    |



# Voucher's Payable

|                                                         |        |           |                 |                                                      |              |
|---------------------------------------------------------|--------|-----------|-----------------|------------------------------------------------------|--------------|
|                                                         |        |           | PARKSFAC        | DEC '22 WATER/GARBAGE/SEWER: UTILITY CHARGES         | \$10,147.62  |
|                                                         |        |           | SANITATION      | DEC '22 WATER/GARBAGE/SEWER: UTILITY CHARGES         | \$1,093.56   |
|                                                         |        |           | TRNSPN          | DEC '22 WATER/GARBAGE/SEWER: UTILITY CHARGES         | \$206.73     |
|                                                         |        |           | WATER           | DEC '22 WATER/GARBAGE/SEWER: UTILITY CHARGES         | \$361.25     |
|                                                         |        |           | WSTWTR          | DEC '22 WATER/GARBAGE/SEWER: UTILITY CHARGES         | \$1,958.70   |
| CITY OF LEWISTON<br>EMPLOYEE BENEFIT PLAN<br>TRUST      | 107607 | 1/19/2023 | ADMSVC          | Payroll Run 1 - Warrant 011923                       | \$433,253.34 |
| CITY OF LEWISTON<br>EMPLOYEE BENEFIT-<br>CAFETERIA PLAN | 107608 | 1/19/2023 | ADMSVC          | Payroll Run 1 - Warrant 011923                       | \$8,744.85   |
| CLARK COMMUNICATIONS                                    | 107649 | 1/19/2023 | TRANSITOP       | BPO - TRANSIT - RADIO REPAIR & BATTERIES             | \$10.00      |
| CLEARWATER<br>HYDRAULICS LLC                            | 107651 | 1/19/2023 | FLTMAINT        | BPO/ FLEET REPAIR PARTS & OSL                        | \$274.27     |
| CLEMENTS BROWN &<br>MCNICHOLS                           | 107652 | 1/19/2023 | LEGAL           | OUTSIDE LEGAL COUNCIL - UGM FY 23                    | \$5,959.50   |
|                                                         |        |           |                 | OUTSIDE LEGAL COUNCIL;<br>STROMBERG; BRADBURY LIT    | \$205.50     |
| COFFMAN ENGINEERS INC                                   | 107653 | 1/19/2023 | PROPIMPR        | LIBRARY STRUCTURAL ANALYSIS                          | \$1,800.00   |
| COLEMAN OIL COMPANY<br>LLC DBA COLEMAN OIL<br>COMPANY   | 107654 | 1/19/2023 | COMDEV          | 1/8/23 BILL DATE: FUEL CHARGES                       | \$109.38     |
|                                                         |        |           | FIRE            | 1/8/23 BILL DATE: FUEL CHARGES                       | \$1,641.08   |
|                                                         |        |           | PARKSFAC        | 1/8/23 BILL DATE: FUEL CHARGES                       | \$455.37     |
|                                                         |        |           | POLICE          | 1/8/23 BILL DATE: FUEL CHARGES                       | \$2,442.04   |
|                                                         |        |           | SANITATION      | BPO - TS - FUEL                                      | \$161.80     |
|                                                         |        |           | TRANSITOP       | 1/8/23 BILL DATE: FUEL CHARGES                       | \$1,395.55   |
|                                                         |        |           | TRNSPN          | 1/8/23 BILL DATE: FUEL CHARGES                       | \$1,581.16   |
|                                                         |        |           | WATER           | 1/8/23 BILL DATE: FUEL CHARGES                       | \$228.16     |
|                                                         |        |           | WSTWTR          | 1/8/23 BILL DATE: FUEL CHARGES                       | \$442.30     |
| COLLEEN OLIVE                                           | 107620 | 1/19/2023 | LIBRARY         | MEALS: LIBRARY LEARNING<br>EXPERIENCE: 1/26-31/23    | \$357.00     |
| COLLIER ELECTRIC LLC                                    | 107655 | 1/19/2023 | PARKSFAC        | ELECTRICAL WORK AT SERVICE<br>CENTER AND COMMUNITY C | \$211.72     |
| COLTON DORAMUS                                          | 107621 | 1/19/2023 | FIRE            | MEALS: HAZMAT TECHICAN TRAINING<br>1/22-27/23        | \$285.00     |
| COMMERCIAL TIRE INC                                     | 107656 | 1/19/2023 | FLTMAINT        | OSL/ 4 NEW DRIVE TIRES FOR #467<br>SWEEPER           | \$3,098.34   |
| CONSOLIDATED<br>ELECTRICAL<br>DISTRIBUTORS              | 107657 | 1/19/2023 | TRNSPN          | BPO - TRAFFIC - SPLYS                                | \$369.08     |
| CONSOLIDATED SUPPLY<br>CO                               | 107588 | 1/12/2023 | WATER           | INVENTORY - INV TO ACCEPT CREDIT;<br>HYDRANT         | \$3,737.24   |
|                                                         | 107658 | 1/19/2023 | WATER           | WR517 5TH AVE; 3RD-5TH AIS<br>COMPLIANT              | \$14,286.22  |
| CORE WEST INC                                           | 107589 | 1/12/2023 | GENERAL<br>FUND | DESIGN-FIRE STATION 4                                | \$34,055.22  |
| CUES INC                                                | 107659 | 1/19/2023 | WSTWTR          | GN567 GRANITENET WEBOFFICE<br>ANNUAL SUPPORT         | \$3,000.00   |
| DANIEL JOHNSON                                          | 107622 | 1/19/2023 | LEGISLATIV      | MEALS: JAN '23 AIC ANNUAL<br>CONFERENCE              | \$123.00     |
| DARREN TRAINOR                                          | 107604 | 1/12/2023 | RECREATION      | REFEREED 4 CITY LEAGUE<br>BASKETBALL @ \$30/GAME     | \$120.00     |
| DELL MARKETING LP                                       | 107660 | 1/19/2023 | INFOSYSTMS      | ENHANCED PC - PUBLIC WORKS                           | \$1,454.04   |



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|                                  |        |           |              |                                                    |              |
|----------------------------------|--------|-----------|--------------|----------------------------------------------------|--------------|
| DELLA PAULSON                    | 107623 | 1/19/2023 | UNDEFINED    | REIMBURSE ALLSTATE 1/5/23 PAYROLL DEDUCTION        | \$53.46      |
| DEMCO INC                        | 107661 | 1/19/2023 | LIBRARY      | BPO - LIB - CATALOGING SUPPLIES                    | \$584.40     |
| DIGLINE INC                      | 107662 | 1/19/2023 | WATER        | BPO PW W/WW LOCATE SERVICES                        | \$80.41      |
|                                  |        |           | WSTWTR       | BPO PW W/WW LOCATE SERVICES                        | \$80.41      |
| DUPREE BUILDING SPECIALTIES      | 107663 | 1/19/2023 | LIBRARY      | LIB - WALL SERVICE CALL                            | \$590.00     |
| ECMS INC                         | 107664 | 1/19/2023 | FIRE         | FIRE - PPE REPAIR                                  | \$532.31     |
| EFTPS                            | 1289   | 1/19/2023 | ADMSVC       | Payroll Run 1 - Warrant 011923                     | \$149,074.60 |
| ERB'S ACE HARDWARE LLC           | 107666 | 1/19/2023 | FIRE         | BPO - FIRE - ERB HARDWARE                          | \$25.64      |
|                                  |        |           | WATER        | BPO PW DISTRIB SPLYS                               | \$50.10      |
|                                  |        |           |              | BPO PW WTP SUPPLIES                                | \$24.44      |
|                                  |        |           | WSTWTR       | BPO PW WWTP SUPPLIES                               | \$38.77      |
| EXPRESS EMPLOYMENT PROFESSIONALS | 107667 | 1/19/2023 | PARKSFAC     | TEMP EMPLOYEE FOR BELL BLDG/ OCH                   | \$2,700.00   |
| FATBEAM LLC                      | 107668 | 1/19/2023 | LIBRARY      | BPO - LIB - PUBLIC INTERNET SERVICES               | \$990.00     |
| FERGUSON ENTERPRISES #3011       | 107669 | 1/19/2023 | WATER        | INVENTORY - PW WTR - SADDLES                       | \$678.09     |
|                                  |        |           | WATER        | ANNUAL RNI SAAS FEE YEAR FOUR AND ANALYTICS        | \$28,422.10  |
|                                  |        |           |              | BPO PW DISTRIB MAINT SPLYS                         | \$3,236.20   |
|                                  |        |           | WSTWTR       | BPO PW WWTP P/M/M MAINT SUPPLIES                   | \$17.76      |
|                                  |        |           |              | WW034 LOSD LIFT STATION MAINT                      | \$341.93     |
| FISHER SYSTEMS INC               | 107670 | 1/19/2023 | LIBRARY      | LIB - SERVICE CALL                                 | \$460.00     |
| FOP LEWIS CLARK LODGE #10        | 107609 | 1/19/2023 | ADMSVC       | Payroll Run 1 - Warrant 011923                     | \$1,975.64   |
| FURNITURE WHOLESALERS LTD        | 107671 | 1/19/2023 | POLICE       | PD - OFFICE CHAIR FOR DAMMON                       | \$238.99     |
| GENE HARRINGTON                  | 107600 | 1/12/2023 | UNDEFINED    | REIMBURSE EXP: BLUE CROSS COMMUNITY HEALTH ACADEMY | \$356.00     |
| GMCO CORPORATION                 | 107672 | 1/19/2023 | TRNSPN       | BPO - STREETS - FY23 LIQUID DEICER; NPC PIGGYBACK  | \$5,024.88   |
| GRAINGER                         | 107673 | 1/19/2023 | WATER        | BPO PW WTP P/M/M SPLYS                             | \$178.84     |
| H & H BUSINESS SYSTEMS           | 107674 | 1/19/2023 | COMDEV       | CD- COPIER MAINTENANCE                             | \$241.60     |
|                                  |        |           | LIBRARY      | BPO - LIB - COPY FEES                              | \$56.15      |
| HACH COMPANY                     | 107675 | 1/19/2023 | WATER        | BPO PW WTP LAB SPLYS                               | \$1,592.91   |
| HAHN RENTAL CENTER               | 107676 | 1/19/2023 | WSTWTR       | BPO PW WW COLL SUPPLIES/TOOLS                      | \$48.25      |
| HAHN SUPPLY                      | 107677 | 1/19/2023 | PARKSFAC     | BPO P&R HVAC TOOLS                                 | \$206.19     |
| HAMILTON MICHAELSON & HILTY LLP  | 107590 | 1/12/2023 | GENERAL FUND | LEGAL FEES - FIRE STATION #4 D                     | \$650.00     |
| HAPPY DAY CORPORATION            | 107678 | 1/19/2023 | HR           | LUNCHES FOR POLICE CHIEF RECRUITMENT               | \$502.26     |
|                                  |        |           | TRNSPN       | BPO - STREETS - SANDING CREW MEALS                 | \$32.97      |
| HCAA LLC                         | 107679 | 1/19/2023 | FIRE         | FIRE - HELLS CANYON APPAREL - APPAREL              | \$15.00      |
| HENRY SCHEIN                     | 107680 | 1/19/2023 | FIRE         | BPO - FIRE - HENRY SCHEIN EMS SUPPLIES             | \$1,971.64   |
|                                  |        |           |              | RETURN FROM INV 14406629 (22200034)                | (\$35.60)    |
| HOME DEPOT CREDIT SERVICES       | 107681 | 1/19/2023 | PARKSFAC     | BPO P&R CONSTRUCTION AND HVAC SUPPLIES             | \$150.35     |
|                                  |        |           | TRNSPN       | PW - JENIFER JUNIOR HIGHSCHOOL X-ING; FLAG HOLDER  | \$62.94      |
|                                  |        |           | WSTWTR       | BPO PW WW COLL SUPPLIES                            | \$163.88     |



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|                                                                        |        |           |            |                                                  |              |
|------------------------------------------------------------------------|--------|-----------|------------|--------------------------------------------------|--------------|
|                                                                        |        |           |            | BPO PW WWTP SUPPLIES                             | \$106.20     |
| HRA VEBA TRUST                                                         | 107682 | 1/19/2023 | COMDEV     | VEBA PAYOUT - VON TERSCH                         | \$18,283.12  |
|                                                                        |        |           | POLICE     | VEBA PAYOUT - HALL                               | \$25.12      |
|                                                                        |        |           | WSTWTR     | VEBA - DINUBILO                                  | \$1,310.82   |
| HUBER ACTION FREIGHT INC                                               | 107683 | 1/19/2023 | FLTMaint   | BPO/ FLEET SHIPPING                              | \$13.00      |
| I A F F - LOCAL #1773                                                  | 107610 | 1/19/2023 | ADMSVC     | Payroll Run 1 - Warrant 011923                   | \$2,964.50   |
| IDAHO CHILD SUPPORT RECEIPTING                                         | 107611 | 1/19/2023 | ADMSVC     | Payroll Run 1 - Warrant 011923                   | \$961.00     |
| IDAHO DEPT OF ENVIRONMENTAL QUALITY                                    | 107684 | 1/19/2023 | WATER      | PW DRINKING WATER SYSTEM - QUARTERLY FEES        | \$4,485.75   |
| IDAHO DIVISION OF OCCUPATIONAL AND PROFESSIONAL                        | 107685 | 1/19/2023 | WSTWTR     | #6 RETEST - L WAY; WWTP III                      | \$70.00      |
|                                                                        |        |           |            | RETEST #1 - W GRAHAM; WW COLL IV                 | \$70.00      |
| IDAHO ICE                                                              | 107686 | 1/19/2023 | SANITATION | BPO - TS - IDAHO ICE                             | \$18.69      |
| IDAHO RURAL WATER ASSOCIATION                                          | 107687 | 1/19/2023 | WATER      | TRAINING -IN LWS- PUMPING POO & WTR TOO 1/10/23  | \$240.00     |
|                                                                        |        |           |            | TRAINING -IN LWS- PUMPING POO & WTR TOO 1/10/23; | \$120.00     |
| IDAHO STATE POLICE                                                     | 107688 | 1/19/2023 | POLICE     | PD ILETS USER FEES JAN-MAR 2023                  | \$6,981.25   |
| IDAHO STATE TAX COMMISSION                                             | 107593 | 1/12/2023 | LIBRARY    | DEC '22 SALES TAX                                | \$6.90       |
|                                                                        |        |           | RECREATION | DEC '22 SALES TAX                                | \$215.79     |
|                                                                        |        |           | SANITATION | DEC '22 SALES TAX                                | \$1,909.23   |
|                                                                        | 107612 | 1/19/2023 | ADMSVC     | Payroll Run 1 - Warrant 011923                   | \$23,341.00  |
|                                                                        | 107613 | 1/19/2023 | ADMSVC     | Payroll Run 1 - Warrant 011923                   | \$405.72     |
| IMCO GENERAL CONSTRUCTION INC                                          | 107689 | 1/19/2023 | WATER      | WR051 WTP RETROFIT                               | \$732,572.49 |
| INGRAM LIBRARY SERVICES                                                | 107690 | 1/19/2023 | LIBRARY    | BPO - LIB - ADULT BOOKMOBILE                     | \$110.06     |
|                                                                        |        |           |            | BPO - LIB - ADULT FICTION                        | \$520.45     |
|                                                                        |        |           |            | BPO - LIB - ANF 1ST FLOOR BOOKS                  | \$197.20     |
|                                                                        |        |           |            | BPO - LIB - ANF 2ND FLOOR BOOKS                  | \$338.88     |
|                                                                        |        |           |            | BPO - LIB - AUDIOBOOKS                           | \$137.59     |
|                                                                        |        |           |            | BPO - LIB - JUV BOOKMOBILE                       | \$284.05     |
|                                                                        |        |           |            | BPO - LIB - JUVENILE FICTION                     | \$91.69      |
|                                                                        |        |           |            | BPO - LIB - JUVENILE NON FICTION                 | \$400.41     |
|                                                                        |        |           |            | BPO - LIB - LARGE PRINT                          | \$285.02     |
|                                                                        |        |           |            | BPO - LIB - TEEN FICTION                         | \$380.93     |
|                                                                        |        |           |            | BPO - LIB - TEEN NONFICTION                      | \$113.17     |
|                                                                        |        |           |            | OVERPAY, ENT FROM CK# 106181                     | (\$60.00)    |
| INLAND FASTENER INC                                                    | 107691 | 1/19/2023 | FLTMaint   | BPO - FLEET - REPAIR PARTS & SUPPLIES            | \$4.09       |
|                                                                        |        |           | FLTMaint   | BPO - FLEET - REPAIR PARTS & SUPPLIES            | \$54.08      |
|                                                                        |        |           | TRNSPN     | BPO - TRAFFIC - HARDWARE                         | \$495.76     |
| INTERMOUNTAIN CLAIMS INC                                               | 107692 | 1/19/2023 | INSTRUST   | DECEMBER IINTERMOUNTAIN INVOICE #BOI324430       | \$3,884.00   |
|                                                                        | 107693 | 1/19/2023 | INSTRUST   | REIMBURSE WORKERS COMP ACCOUNT                   | \$13,437.39  |
| INTERMOUNTAIN SIGN & SAFETY INC                                        | 107694 | 1/19/2023 | TRNSPN     | PW - TR - 25 FLEXIBLE DELINEATORS                | \$650.00     |
| INTERNATIONAL CITY MANAGEMENT ASSOCIATION DBA MISSIONSQUARE RETIREMENT | 1288   | 1/19/2023 | ADMSVC     | Payroll Run 1 - Warrant 011923                   | \$14,245.47  |



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|                              |        |           |            |                                                  |             |
|------------------------------|--------|-----------|------------|--------------------------------------------------|-------------|
| JEFF KLONE                   | 107624 | 1/19/2023 | UNDEFINED  | REIMBURSE ALLSTATE 1/5/23 PAYROLL DEDUCTION      | \$16.42     |
| JOE ANDERSON                 | 107625 | 1/19/2023 | FIRE       | MEALS: HAZMAT TECHICAN TRAINING 1/22-27/23       | \$315.00    |
| JOE HALL FORD                | 107695 | 1/19/2023 | FLTMAINT   | BPO/ FLEET REPAIR PARTS & OSL                    | \$34.88     |
|                              |        |           | FLTMAINT   | BPO/ FLEET REPAIR PARTS & OSL                    | \$144.00    |
| J-U-B ENGINEERS              | 107696 | 1/19/2023 | WSTWTR     | WW502 TO13 LIFT STATION CE&I                     | \$1,129.55  |
|                              |        |           |            | WW503 WARNER-LINDSEY TO 20                       | \$1,161.60  |
|                              |        |           |            | WW512 TO19 MAIN ST TRUNK LINE; BARGAINHUNTER     | \$1,037.50  |
|                              |        |           |            | WW57 WWCMA TO15 2022 WW IMPRVMENTS BASIN 2B CE&I | \$5,241.85  |
| KAMAN INDUSTRIAL             | 107697 | 1/19/2023 | FLTMAINT   | BPO/ FLEET REPAIR PARTS & SUPPLIES               | \$255.02    |
| KEITH WEISSENFELS            | 107626 | 1/19/2023 | UNDEFINED  | REIMBURSE ALLSTATE 1/5/23 PAYROLL DEDUCTION      | \$16.43     |
| KELTIC ENGINEERING INC       | 107698 | 1/19/2023 | PROPIMPR   | ROOF HATCH IN COMMUNITY CENTER                   | \$8,400.00  |
| KENWORTH SALES COMPANY       | 107699 | 1/19/2023 | FLTMAINT   | BPO/ FLEET REPAIR PARTS & OSL                    | \$462.48    |
| KITTCOM                      | 107700 | 1/19/2023 | POLICE     | QUARTERLY HEALTH CHECK FOR SPILLMAN              | \$350.00    |
| KLEEN SWEEP JANITORIAL       | 107701 | 1/19/2023 | WATER      | BPO PW DISTRIB MONTHLY SRV                       | \$355.00    |
| L N CURTIS & SONS            | 107702 | 1/19/2023 | POLICE     | FIELD AIR FILL ADAPTER                           | \$60.33     |
| LAKESHORE LEARNING MATERIALS | 107703 | 1/19/2023 | LIBRARY    | LIB - LAKESHORE ORDER                            | \$3,227.70  |
| LATAH SANITATION INC         | 107650 | 1/19/2023 | SANITATION | BPO - TS - FY23 MONTHLY YW DISPOSAL              | \$15,038.49 |
|                              |        |           | WSTWTR     | BPO PW WWTP BIOSOLIDS DISPOSAL                   | \$15,082.59 |
| LAWSON PRODUCTS INC          | 107704 | 1/19/2023 | FLTMAINT   | BPO - FLEET - REPAIR PARTS & SUPPLIES            | \$161.10    |
|                              |        |           | FLTMAINT   | BPO - FLEET - REPAIR PARTS & SUPPLIES            | \$106.23    |
| LES SCHWAB TIRE CENTER       | 107705 | 1/19/2023 | FLTMAINT   | BPO/ FLEET REPAIR PARTS & OSL                    | \$893.19    |
|                              |        |           |            | OSL/ 14 NEW AMB TIRES                            | \$2,282.10  |
| LEWIS CLARK ANIMAL SHELTER   | 107706 | 1/19/2023 | POLICE     | BPO - PD - SHELTER CONTRACT FEES                 | \$5,412.83  |
| LEWISTON CHEVROLET INC       | 107707 | 1/19/2023 | FLTMAINT   | BPO/ REPAIR PARTS & REPAIRS                      | \$229.25    |
| LYNN JOHNSON                 | 107627 | 1/19/2023 | LIBRARY    | MEALS: LIBRARY LEARNING EXPERIENCE: 1/26-31/23   | \$357.00    |
| MANDARICH LAW GROUP LLP      | 107614 | 1/19/2023 | ADMSVC     | Payroll Run 1 - Warrant 011923                   | \$736.92    |
| MATTHEW HERSH                | 107591 | 1/12/2023 | RECREATION | REFEREED 6 CITY LEAGUE BASKETBALL @ \$30/GAME    | \$180.00    |
| MAVERICK DATA SYSTEMS        | 107708 | 1/19/2023 | POLICE     | WARRANT BUILDER PRO SOFTWARE FOR INVESTIGATIONS  | \$1,590.44  |
| MINERT & ASSOCIATES          | 107709 | 1/19/2023 | HR         | BPO - HR - DRUG TESTING SERVICES                 | \$656.00    |
| MISC AMBULANCE REFUND        | 107595 | 1/12/2023 | ADMSVC     | REFUND                                           | \$50.83     |
| MISC CUSTOMER REFUND         | 107596 | 1/12/2023 | RECREATION | REFUND: DODGEBALL: NOT ENOUGH SIGNED UP          | \$180.00    |
|                              | 107597 | 1/12/2023 | RECREATION | REFUND: UNABLE TO ATTEND ALL CLASSES             | \$45.00     |
|                              | 107598 | 1/12/2023 | RECREATION | REFUND: DOUBLE BOOKED ROOM                       | \$75.00     |





# Voucher's Payable

|                                        |        |           |                       |                                                   |            |
|----------------------------------------|--------|-----------|-----------------------|---------------------------------------------------|------------|
|                                        | 107599 | 1/12/2023 | RECREATION            | REFUND: UNABLE TO MAKE ALL PROGRAMS DATES         | \$40.00    |
|                                        | 107615 | 1/19/2023 | FIRE                  | SFY 2020 GMET FINAL SETTLE,MENT                   | \$5,854.69 |
|                                        | 107616 | 1/19/2023 | WATER                 | REGISTRATION: BILL ARNOLD: 1/26/23                | \$100.00   |
| MORETON & COMPANY OF IDAHO             | 107710 | 1/19/2023 | INSTRUST              | COMMERCIAL AUTO AUDIT                             | \$1,948.00 |
| MOSAIC COMMUNITY PLANNING LLC          | 107711 | 1/19/2023 | ECONDEV               | CD - CDBG 2023-2027 CONSOLIDATED PLAN             | \$3,843.90 |
| MOUNTAIN WATERWORKS INC                | 107712 | 1/19/2023 | ECONOMIC DEVELOPMEN T | 21.027 WR0600 ARPA DWNTNW MAIN REPLACEMENT-DESIGN | \$9,821.25 |
| MP CLOUD TECHNOLOGIES                  | 1283   | 1/12/2023 | FIRE                  | FIRE - AMBULANCE BILLING SOFTWARE                 | \$735.00   |
| NAPA AUTO PARTS                        | 107713 | 1/19/2023 | FLTMAINT              | BPO - FLEET - REPAIR PARTS & SUPPLIES             | \$161.23   |
|                                        |        |           | FLTMAINT              | BPO - FLEET - REPAIR PARTS & SUPPLIES             | \$507.94   |
|                                        |        |           | WATER                 | BPO PW DISTRIB SPLYS                              | \$14.83    |
|                                        |        |           | WSTWTR                | BPO PW WWTP SUPPLIES                              | \$124.67   |
| NATIONAL TACTICAL OFFICERS ASSOCIATION | 107714 | 1/19/2023 | POLICE                | ANNUAL NTOA MEMBERSHIP DUES FOR FUENTES           | \$50.00    |
| NATIONWIDE RETIREMENT                  | 1286   | 1/19/2023 | ADMSVC                | Payroll Run 1 - Warrant 011923                    | \$6,676.44 |
| NATIONWIDE-RESERVE                     | 1290   | 1/19/2023 | ADMSVC                | Payroll Run 1 - Warrant 011923                    | \$1,372.52 |
| NELLY BROADCASTING LLC                 | 107715 | 1/19/2023 | ECONDEV               | BPO - CD - CDBG: RADIO ADVERTISING FOR HOME REPAI | \$1,500.00 |
| NORCO INC                              | 107716 | 1/19/2023 | FIRE                  | BPO - FIRE - NORCO                                | \$620.25   |
|                                        |        |           | WSTWTR                | BPO PW WW COLL PERSONNEL SUPPLIES                 | \$39.96    |
| NORIDIAN HEALTHCARE SOLUTIONS LLC      | 107601 | 1/12/2023 | ADMSVC                | OVERPAYMENT ON AMBULANCE ACCOUNT                  | \$199.30   |
|                                        | 107602 | 1/12/2023 | ADMSVC                | OVERPAYMENT ON AMBULANCE ACCOUNT                  | \$303.89   |
| NORTH 40 OUTFITTERS                    | 107717 | 1/19/2023 | PARKSFAC              | BPO P&R IRRIGATION, CONSTRUCTION SUPPLIES         | \$24.97    |
|                                        |        |           |                       | BPO P&R SHOP SUPPLIES                             | \$12.48    |
|                                        |        |           | TRNSPN                | SAFETY SHOES - E GEORGE                           | \$174.99   |
|                                        |        |           | WATER                 | BPO PW DISTRIB SPLYS                              | \$157.30   |
|                                        |        |           | WSTWTR                | BPO PW IND PTMT SUPPLIES                          | \$44.99    |
|                                        |        |           |                       | BPO PW WWTP SUPPLIES                              | \$33.98    |
| NORTHWEST ENGRAVING                    | 107718 | 1/19/2023 | FINANCE               | REFURBISH PURCHASING SIGNAGE - NEW COORDINATOR    | \$40.00    |
| ODP BUSINESS SOLUTIONS LLC             | 107720 | 1/19/2023 | LIBRARY               | BPO - LIB - OPERATING SUPPLIES                    | \$86.05    |
|                                        |        |           | POLICE                | BPO - PD - OFFICE SUPPLIES                        | \$58.60    |
|                                        |        |           | SANITATION            | BPO - PW - OFFICE SUPPLIES                        | \$20.45    |
|                                        |        |           | TRNSPN                | BPO - PW - OFFICE SUPPLIES                        | \$429.45   |
|                                        |        |           | WATER                 | BPO - PW - OFFICE SUPPLIES                        | \$20.47    |
|                                        |        |           | WSTWTR                | BPO - PW - OFFICE SUPPLIES                        | \$20.45    |
| ORCHARDS PET HOSPITAL                  | 107721 | 1/19/2023 | POLICE                | BPO - PD - SUPPLIES VET SVCS BOARDING FOR MARTA   | \$241.18   |
| O'REILLY AUTO PARTS                    | 107719 | 1/19/2023 | FLTMAINT              | BPO/ FLEET REPAIR PARTS                           | \$20.14    |
| OVERDRIVE INC                          | 107722 | 1/19/2023 | LIBRARY               | LIB - GRANT OVERDRIVE ORDER                       | \$3,400.82 |
| OXARC                                  | 107723 | 1/19/2023 | FIRE                  | BPO - FIRE - OXARC                                | \$19.33    |
|                                        |        |           | TRNSPN                | BPO - STREETS - SPLYS                             | \$11.93    |
|                                        |        |           |                       | PW - JENIFER JUNIOR HIGHSCHOOL X-ING; FLAGS       | \$144.00   |



# Voucher's Payable

|                                                          |        |           |            |                                               |              |
|----------------------------------------------------------|--------|-----------|------------|-----------------------------------------------|--------------|
|                                                          |        |           | WATER      | BPO PW DISTRIB PERSONNEL SPLYS                | \$61.80      |
|                                                          |        |           |            | BPO PW DISTRIB SPLYS                          | \$23.85      |
|                                                          |        |           |            | BPO PW WTP OPERATING SUPPLIES                 | \$92.57      |
|                                                          |        |           |            | BPO SODIUM HYPOCHLORITE FOR WELLS             | \$3,077.54   |
|                                                          |        |           | WSTWTR     | BPO PW IND PTMT SUPPLIES                      | \$258.12     |
| PAPE MACHINERY INC                                       | 107724 | 1/19/2023 | FLTMAINT   | BPO/ FLEET REPAIR PARTS                       | \$114.40     |
| PATHOLOGISTS REGIONAL LAB                                | 107725 | 1/19/2023 | POLICE     | LEGAL BLOOD DRAW 22-L18810                    | \$36.85      |
| PERFECTION TIRE OF LEWISTON                              | 107726 | 1/19/2023 | FLTMAINT   | OSL/ 4 NEW TIRES #163 SUV                     | \$1,073.96   |
|                                                          |        |           |            | OSL/ REPL TIRES ON #242 PICKUP                | \$1,069.96   |
|                                                          |        |           |            | REPL TIRES FOR #132 SUV                       | \$787.96     |
| PERSI                                                    | 1287   | 1/19/2023 | ADMSVC     | Payroll Run 1 - Warrant 011923                | \$203,483.93 |
| PERSONNEL EVALUATION INC                                 | 107727 | 1/19/2023 | POLICE     | PRE EMPLOYMENT TESTING STOVER                 | \$25.00      |
| PHOENIX RADIOLOGY                                        | 107728 | 1/19/2023 | FIRE       | FIRE - PHOENIX RADIOLOGY                      | \$30.00      |
| PLEW, DILLON                                             | 107603 | 1/12/2023 | RECREATION | REFEREED 5 CITY LEAGUE BASKETBALL @ \$30/GAME | \$150.00     |
| PORT OF LEWISTON                                         | 107729 | 1/19/2023 | INFOSYSTMS | BPO - IT - FIBER                              | \$756.00     |
| QUALITY CONCRETE PRODUCTS                                | 107730 | 1/19/2023 | PARKSFAC   | PAVERS AT LOCOMOTIVE PARK FOR WINTER SPIRIT   | \$20,644.90  |
| RELIANCE STANDARD LIFE INSURANCE COMPANY                 | 107628 | 1/19/2023 | ADMSVC     | Payroll Run 1 - Warrant 011923                | \$32.26      |
| RICOH USA INC                                            | 107731 | 1/19/2023 | FIRE       | BPO - FIRE - HQ RENTAL IMC4500                | \$193.87     |
|                                                          |        |           |            | BPO - FIRE - RICOH STATIONS/METER IM350F      | \$272.78     |
|                                                          |        |           | LEGAL      | BPO-LEGAL-RICOH MONTHLY COPIER RENTAL FY23    | \$134.77     |
|                                                          |        |           | TRANSITOP  | BPO - TRANSIT - COPIER (COPIES)               | \$26.46      |
|                                                          |        |           |            | BPO -TRANSIT - COPIER (RENTAL)                | \$134.76     |
|                                                          | 107732 | 1/19/2023 | FIRE       | BPO - FIRE - RICOH COPIER, HQ METER IMC4500   | \$32.95      |
|                                                          |        |           | LEGAL      | BPO-LEGAL-RICOH COPIER-COPY FEES FY23         | \$33.56      |
|                                                          |        |           | PARKSFAC   | BPO P&R B&W AND COLORED COPIES                | \$357.99     |
|                                                          |        |           | POLICE     | BPO - PD - COPY FEES                          | \$34.67      |
|                                                          |        |           | SANITATION | BPO - PW - MPC4503 COPIER MAINTENANCE         | \$8.83       |
|                                                          |        |           | TRNSPN     | BPO - PW - MPC4503 COPIER MAINTENANCE         | \$94.84      |
|                                                          |        |           | WATER      | BPO - PW - MPC4503 COPIER MAINTENANCE         | \$0.60       |
|                                                          |        |           | WSTWTR     | BPO - PW - MPC4503 COPIER MAINTENANCE         | \$5.27       |
| ROGERS MOTORS LLC DBA ROGERS CHRYSLER JEEP DODGE RAM LLC | 107733 | 1/19/2023 | FLTMAINT   | BPO - FLEET - REPAIR PARTS & REPAIRS          | \$100.96     |
| RUSH TRUCK CENTERS OF IDAHO                              | 107734 | 1/19/2023 | FLTMAINT   | DIAG & REPL HEATER CORE MODULE #328           | \$962.68     |
| SCHUMANN ENTERPRISES INC DBA EMPIRE PRESSURE WASH        | 107665 | 1/19/2023 | TRANSITOP  | BPO - TRANSIT - BUS WASHING/CLEANING          | \$680.00     |



# Voucher's Payable

|                                  |        |           |            |                                                  |              |
|----------------------------------|--------|-----------|------------|--------------------------------------------------|--------------|
| SCOTT DAVID MCCLURE              | 107594 | 1/12/2023 | RECREATION | REFEREED 3 CITY LEAGUE BASKETBALL @ \$30/GAME    | \$90.00      |
| SHERWIN WILLIAMS CO              | 107735 | 1/19/2023 | PARKSFAC   | BPO P&R PAINTING SUPPLIES                        | \$152.63     |
|                                  |        |           |            | PAINT FOR THE COMMUNITY CENTER ROOF HATCH        | \$45.18      |
|                                  |        |           |            | PAINT FOR THE PARK TABLE REHAB                   | \$328.95     |
|                                  |        |           |            | PICNIC TABLE PAINT                               | \$28.89      |
| SPARKLIGHT                       | 107737 | 1/19/2023 | TRNSPN     | BPO PW SURVEY STATION                            | \$38.85      |
|                                  |        |           | WATER      | BPO PW SURVEY STATION                            | \$38.85      |
|                                  |        |           | WSTWTR     | BPO PW SURVEY STATION                            | \$38.85      |
| SPLASH CARWASH & DETAILING       | 107738 | 1/19/2023 | FLTMAINT   | BPO - FLEET - CAR WASHES FOR FLEET               | \$10.00      |
| STERICYCLE INC                   | 107739 | 1/19/2023 | FIRE       | BPO - FIRE - STERICYCLE                          | \$52.50      |
| STERLING BATTERY COMPANY         | 107740 | 1/19/2023 | FLTMAINT   | BPO - FLEET - VEHICLE BATTERIES                  | \$546.61     |
|                                  |        |           |            | RETURN ON INV G74230                             | (\$91.12)    |
| SUNSHINE DISPOSAL                | 107741 | 1/19/2023 | SANITATION | BPO - PW - FY23 ANNUAL COLLECTION CONTRACT       | \$260,118.07 |
|                                  |        |           |            | BPO - PW - FY23 MONTHLY PROCESSING SINGLE STREAM | \$15,965.44  |
|                                  |        |           |            | BPO - TS - FY23 CARDBOARD                        | \$96.00      |
|                                  |        |           |            | BPO - TS - FY23 TONNAGE HAUL                     | \$19,990.06  |
|                                  |        |           |            | PW - SUNSHINE DISPOSAL FY22 RECONCILIATION       | \$2,312.75   |
| SYSCO SPOKANE INC                | 107742 | 1/19/2023 | RECREATION | BPO P&R SENIOR NUTRITION MEALS                   | \$966.17     |
| T BAILEY INC                     | 107743 | 1/19/2023 | WATER      | WR060 COMM DR RESERVOIR CONSTRUCTION             | \$216,275.45 |
| TANNER C HUTCHENS                | 107592 | 1/12/2023 | RECREATION | REFEREED 8 CITY LEAGUE BASKETBALL @ \$30/GAME    | \$240.00     |
| THE UPS STORE                    | 107753 | 1/19/2023 | POLICE     | BPO - PD - MAIL SERVICE                          | \$431.83     |
| THOMSON REUTERS - WEST           | 107745 | 1/19/2023 | LEGAL      | BPO-LEGAL-WESTLAW CHARGES FOR FY23               | \$843.65     |
| TK ELEVATOR CORPORATION          | 107746 | 1/19/2023 | PARKSFAC   | REPAIR WORK ON CITY HALL ELEVATOR                | \$6,648.77   |
| T-MOBILE                         | 107744 | 1/19/2023 | LIBRARY    | BPO-LIB-MOBILE SERVICES FEES                     | \$390.23     |
| TRAFFIC SAFETY SUPPLY CO INC     | 107747 | 1/19/2023 | TRNSPN     | PW - TR - 24" YELLOW SAFEHIT POST & BUTYL PAD    | \$1,321.40   |
| TRAVELLAND RV INC                | 107748 | 1/19/2023 | FLTMAINT   | DIAG & REPAIR #287 TRUCK GENERATOR               | \$1,708.98   |
| TRIBUNE PUBLISHING CO            | 107605 | 1/12/2023 | EXECUTIVE  | BPO - EXEC - CITY COUNCIL PUBLIC HEARING NOTICES | \$197.84     |
|                                  | 107749 | 1/19/2023 | EXECUTIVE  | LIVING LEWISTON/PROGRAM GUIDE/MAGAZINE           | \$499.82     |
|                                  |        |           | LIBRARY    | LIVING LEWISTON/PROGRAM GUIDE/MAGAZINE           | \$595.02     |
|                                  |        |           | RECREATION | LIVING LEWISTON/PROGRAM GUIDE/MAGAZINE           | \$880.63     |
|                                  |        |           | WATER      | LIVING LEWISTON/PROGRAM GUIDE/MAGAZINE           | \$202.31     |
|                                  |        |           | WSTWTR     | LIVING LEWISTON/PROGRAM GUIDE/MAGAZINE           | \$202.31     |
| TUCOR INC                        | 107750 | 1/19/2023 | PARKSFAC   | ANNUAL SERVER FEE FOR IRRIGATION AT MODIE        | \$130.00     |
| UNIFORMS2GEAR INC                | 107751 | 1/19/2023 | POLICE     | BPO - PD - UNIFORMS/COMMUNICATIONS               | \$27.34      |
| UNLEASHED MARKETING & DESIGN LLC | 107752 | 1/19/2023 | LIBRARY    | LIB - BUSINESS CARDS                             | \$47.50      |
|                                  |        |           | TRANSITOP  | BPO - TRANSIT - MAP & SCHEDULE PRINTING          | \$27.50      |
| URM STORES INC                   | 107754 | 1/19/2023 | RECREATION | BPO P&R SENIOR NUTRITION FOODS                   | \$272.43     |



# Voucher's Payable

|                                   |        |           |            |                                        |                |
|-----------------------------------|--------|-----------|------------|----------------------------------------|----------------|
|                                   |        |           | WATER      | BPO PW DISTRIBUTION SPLYS              | \$31.95        |
|                                   |        |           | WSTWTR     | BPO PW WWTP SUPPLIES                   | \$110.10       |
| US FOODS - SPOKANE                | 107755 | 1/19/2023 | RECREATION | BPO P&R SENIOR NUTRITION FOOD          | \$854.65       |
| VALLEY WASTE DISPOSAL LLC         | 107756 | 1/19/2023 | PARKSFAC   | BPO P&R DEBRIS DISPOSAL                | \$18.14        |
|                                   |        |           | SANITATION | BPO - PW - FY23 ANNUAL DEBRIS DISPOSAL | \$8,576.59     |
| VALNET CONSORTIUM                 | 107757 | 1/19/2023 | LIBRARY    | LIB - LIBRARY CARDS                    | \$120.00       |
| WASHINGTON DEPT OF REVENUE        | 1285   | 1/12/2023 | FIRE       | 4TH QTR '22 WA B&O TAX                 | \$914.88       |
| WASHINGTON STATE SUPPORT REGISTRY | 107629 | 1/19/2023 | ADMSVC     | Payroll Run 1 - Warrant 011923         | \$605.55       |
| WESTERN RECYCLERS INC             | 107758 | 1/19/2023 | LIBRARY    | BPO - LIB - SHREDDING SERVICES         | \$26.00        |
|                                   |        |           | TRNSPN     | BPO - PW - SHREDDING SERVICES          | \$26.00        |
| WEX BANK                          | 107760 | 1/19/2023 | POLICE     | BPO - PD - FUEL/UNMARKED               | \$52.98        |
| WILBERT PRECAST INC               | 107759 | 1/19/2023 | CEMETERY   | DECEMBER 2022 BURIALS                  | \$820.00       |
| ZIEGLER BUILDING CENTER           | 107761 | 1/19/2023 | PARKSFAC   | PICNIC TABLE HARDWARE                  | \$16.58        |
| Total                             |        |           |            |                                        | \$2,761,277.32 |



## CITY COUNCIL MEETING AGENDA ITEM HISTORY/COMMENTARY

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                      |                                                                                                                       |                                                              |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|-----------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|
| ITEM TITLE<br><b>Clearwater Financial, LLC Engagement Agreement and Addendum for Public Engagement and Education Services</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                      | AGENDA NO. _____<br>AGENDA DATE _____<br>CONSENT: <input type="checkbox"/> ACTIVE: <input type="checkbox"/>           | 1ST READING _____<br>2ND READING _____<br>3RD/ADOPTION _____ |
| ORIGINATING SOURCE<br><b>Parks and Recreation Department</b><br>Date: <u>1-13-23</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                      | FUNDING CERTIFICATION (IF APPLICABLE)<br>Date: _____                                                                  |                                                              |
| DIVISION MANAGER REVIEW (If applicable)<br>N/A<br>Date: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                      | DEPARTMENT MANAGER REVIEW (If applicable)<br><b>Tim Barker, Parks and Recreation Director</b><br>Date: <u>1-13-23</u> |                                                              |
| RECOMMENDED FOR COUNCIL ACTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | MAYOR<br>Date: _____ |                                                                                                                       |                                                              |
| ITEM HISTORY (PREVIOUS COUNCIL REVIEWS, ACTION RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)<br><b>Parks and Recreation has not previously entered into an agreement with Clearwater Financial, LLC to provide services.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                      |                                                                                                                       |                                                              |
| ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS, ETC.) Please identify any or all impacts this proposed action would have on the City budget and/or personnel resources.<br><br><p><b>Under this Engagement Agreement, Clearwater Financial, LLC will provide certain municipal financial services pertaining to the Community Park project which shall be paid to the consultant once the bond, note, loan, or other financing is successfully closed. The initial term of the agreement will be from the date both parties execute the agreement through September 30, 2023. Thereafter, the agreement will automatically renew for up to five (5) additional one (1) year terms, unless terminated. The agreement will not extend beyond September 30, 2028. Either party may terminate the agreement, with or without cause, upon thirty (30) days' written notice.</b></p> <p><b>Upon approval of the Engagement Agreement, City Council will consider approval of the addendum for Public Engagement and Education Services, which includes initiation, analysis, stakeholder relations, public relations and other services for Phase I of the Community Park Project. The term of the agreement will be from the date both parties execute the agreement through December 31, 2023. Either party may terminate the agreement, with or without cause, upon thirty (30) days' written notice.</b></p> |                      |                                                                                                                       |                                                              |
| ACTION PROPOSED<br><br><b>Staff recommends City Council's approval of the Clearwater Financial Agreement as well as the addendum to the the Engagement Agreement for Public Engagement and Educational Services, and authorizes the Mayor to sign both agreement.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                      |                                                                                                                       |                                                              |



**ENGAGEMENT AGREEMENT  
BETWEEN THE CITY OF LEWISTON AND  
CLEARWATER FINANCIAL, LLC**

**THIS ENGAGEMENT AGREEMENT** ("Agreement") is entered into by and between the City of Lewiston, an Idaho municipal corporation referred to as the "City" and located at 1134 F Street Lewiston, ID 83501, AND Clearwater Financial, LLC, an Idaho limited liability company located at PO Box 505 Eagle, ID 83616 and referred to as the "Consultant." City and Consultant may also individually be referred to as "Party" or collectively as "Parties."

**1. Financial Services.** The Consultant shall perform the following services in accordance with the terms and conditions set forth in this Agreement for the purpose of obtaining financing (bonds, loans, notes) pertaining to the City's Community Park project, provided that any approvals for such project are first given by the City. These services shall include:

- a) Consists of mobilization; coordination with the City and its representatives; the creation and coordination of the finance team if necessary, including bond counsel, trustees, paying agents, etc.; method of sale advice and management; bidding of various services and financing packages; bond rating preparation and coordination; assistance with state-wide finance programs; and other related services as necessary.
- b) Also includes advising the City on bond structuring related items, such as: rate, term, covenants, finance options, credit analysis, and other services. This also includes, if necessary, debt incurring capacity, tax impact analyses, and other related calculations.
- c) Also consists of producing information about the City, such as: population, assessed values, largest employers, largest rate payers, property/revenue diversification, and other information needed for financing purposes.
- d) Create project proformas with corresponding tax increment financing (TIF) analysis, budgets, sources, and potential uses.

**2. Municipal Services.** Upon written request by the City, the City may employ the Consultant to perform the following services:

- a) Public Engagement Services:
  - i. Public surveys; marketing, messaging, and branding; media engagement and press releases; social media and website marketing; intergovernmental relations, joint powers agreements and public private partnerships (PPP); public education campaigns.
- b) Planning and Development Services:
  - i. Strategic, comprehensive, transportation, parks & pathway, infrastructure and other long-range planning services; planning & zoning administration and best practice;

development code creation and updates; entitlement reviews and other current planning services; impact fee implementation and administration; and residential and commercial plan review services.

c) Public Budgeting and Accounting Services:

- i. GASB compliance reviews; budget creation assistance; audit prep and review; financial analysis; financial policies and best practices; what if scenarios; project pro forma; comprehensive financial planning

d) Economic Development Services:

- i. Urban renewal creation and administration; tax increment finance (TIF) analysis and projection; PPPs; downtown redevelopment; development services RFQ/RFP for PPP development of public assets; property assemblage; site selection for public facilities; design team creation and project management including architect, general contractor, and other design professionals; business attraction and retention services; state-wide incentive programs; CDBG and grant administration services; and highest-and-best-use, market and economic impact analysis.

e) Banking and Treasury Services:

- i. Banking services RFQ/RFP; latent fund analysis; process/systems improvements and innovations; banking and treasury policies; bond funds investments

The Consultant shall consult with the City and its representatives as needed to fulfill the terms of this Agreement. All services to be provided by the Consultant shall be performed with promptness and diligence and at a level of proficiency to be expected by a consultant with the background and experience that the Consultant has represented it possesses. The City shall provide such access to its information as may be needed to fulfill the terms of this Agreement.

**3. Term and Renewal.** The Initial Term of this Agreement shall be from the date both Parties execute this Agreement through September 30, 2023 ("Initial Term"). Thereafter, this Agreement shall automatically renew for up to five (5) additional one (1)-year terms (each a "Renewal Term"), unless terminated as provided in this Agreement. Each Renewal Term shall commence on October 1 and shall terminate on September 30 of the following calendar year. This Agreement shall not extend beyond September 30, 2028, unless mutually agreed-to in writing by the Parties.

Consultant 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. The automatic renewal of this Agreement is wholly contingent upon the annual appropriation of funds for the service costs and fees set forth in this Agreement. Said appropriation may be made solely at the option and discretion of City. In the event that City does not appropriate funds for said costs and fees for the ensuing fiscal year, for any reason, City may terminate this Agreement without penalty. City shall give prompt written notice to Consultant 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.

#### 4. Cost for Services.

The cost for each separate **1. Financial Service** is as set forth in this section. City may choose to acquire any of the services set forth herein based on the type of debt service utilized by City, if any; provided, however, that City shall not be required to acquire any of the services set forth herein.

|                                                          |                                                             |
|----------------------------------------------------------|-------------------------------------------------------------|
| Bonds/Notes/Loans/Lease/Financing:<br>\$0 to \$5,000,000 | Cost to City:<br>\$25,000 + \$5.00 per 1,000 of<br>proceeds |
| \$5,000,001 to \$9,999,999                               | \$50,000 + \$5.00 per 1,000 of<br>bonds                     |
| \$10,000,000 and above                                   | \$75,000 + \$3.50 per 1,000 of<br>bonds                     |

The cost associated with **1. Financial Services** shall be paid by the City to the Consultant once the bond/note/loan/lease/financing is successfully closed. The Consultant shall submit an invoice for payment to the City for services rendered at least two (2) days before closing. The City shall pay the Consultant the amount due as indicated within thirty (30) days after closing. These costs can be billed to the City's closing agent through the transaction.

The cost for **2. Municipal Services**, if such services are requested by the City, shall be identified and agreed to by the Parties in a separate addendum to this Agreement.

If the City chooses to acquire any of the services set forth in this Agreement, then the City shall pay the Consultant a mobilization fee of Six Thousand Dollars (\$6,000). If additional expenses such as in-state and out-of-state travel (rating trip), meals, communications, print, software, data sources, and other out-of-pocket expenses are required, these costs shall first be approved by the City and then shall be paid by the City to the Consultant. These costs can also be billed at closing of a transaction.

**5. Termination.** Either Party may terminate this Agreement, with or without cause, by giving thirty (30) days' written notice to the other Party. The City shall pay Consultant for all services provided up to and including the date of termination.

**6. Employment of Others.** The City and Consultant may from time-to-time arrange for the services of others. All costs to the Consultant for those services shall be paid by the City, but in no event shall the Consultant consult with or employ others for these services without the prior written authorization of the City. Upon prior written approval by the City, the Consultant may arrange for the services of others in connection with the delivery of terms of this Agreement. Any such costs will be paid by and are the sole responsibility of the City, provided that the City gave prior written approval.

**7. Other Services.** If other services not mentioned in this Agreement are needed and agreed upon by both the City and the Consultant, pricing for other

services shall be set forth by written amendment to this Agreement. Any other additional charges must be mutually agreed to, in writing, by the City and the Consultant.

**8. Independent Contractor.** Both the City and the Consultant agree that the Consultant is an independent contractor in the performance of its duties under this Agreement. Accordingly, the Consultant shall be responsible for payment of all taxes, including Federal, State, and local taxes arising out of the Consultant's activities in accordance with this Agreement, including, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fee as required.

**9. 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 Law, I.C. §§ 74-201, *et seq.*, and other applicable federal and state laws, and might be public records. In the event that Consultant believes that a document, or information contained in a document, associated with this Agreement is exempt from disclosure, Consultant shall notify City, in writing, and cite the statutory basis to support the exemption; provided, however, that City shall make its own determination as to whether a document, or information contained in a document, is exempt from disclosure under applicable law.

**10. Non-Competition.** During the Initial Term and any Renewal Term of this Agreement, the Consultant shall not engage in business or other activities which are, directly or indirectly, competitive with the activities of the City.

**11. Results Not Guaranteed.** The Consultant's primary service is to provide added value information and analysis related to the services described above. Much of the information and analysis is based upon historical performance information. While this information may be useful in understanding past performance, past performance is no guarantee of future results. Furthermore, other information and events outside of the services provided by the Consultant may have a significant impact on any results. The Consultant does not guarantee any results.

**12. Assignment.** The services to be performed by the Consultant are specific in nature and the City has engaged the Consultant as a result of the Consultant's expertise relating to such services. The Consultant may not assign, sell, transfer, delegate or otherwise dispose of this Agreement or any right, duty or obligation under this Agreement without the written consent of the City.

**13. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho. The Parties consent to the exclusive jurisdiction and venue in the Second Judicial District, Nez Perce County, State of Idaho.

**14. General.** This Agreement constitutes the entire agreement of the Parties on the subject hereof and supersedes all prior understandings and instruments on such subject. This Agreement may not be modified other than by amendment in writing executed by the City and the Consultant.

**15. Representation on Authority of Parties/Signatories.** Each person signing this Agreement represents and warrants that he or she is duly authorized and

has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

**16. 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, addressed to the respective addresses set forth below:

Consultant: Cameron Arial  
PO Box 505  
Eagle, Idaho 83616

City: Parks and Recreation Director  
1134 F Street  
P.O. Box 617  
Lewiston, Idaho 83501

**17. 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. This indemnification provision shall survive the expiration or termination of this Agreement.

**18. 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 A, attached hereto and incorporated herein.

**19. 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.

**20. 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.

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



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

23. **Performance/Waiver.** The failure of a Party 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.

24. **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 as a condition precedent to the legal effect of this Agreement.

25. **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.

26. **Signatures.** Both the City and the Consultant agree to the above Agreement.

*Signature page to follow*

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

Signed by **City of Lewiston**

Name: Daniel G. Johnson

Title: Mayor

/s/: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Kari J. Ravencroft, City Clerk

STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_ 2022, before me, a Notary Public, personally appeared \_\_\_\_\_, known or identified to me as the \_\_\_\_\_ of Clearwater Financial, LLC and stated he has the authority to execute this instrument on behalf of Clearwater Financial, LLC and did execute this instrument on behalf of Clearwater Financial, LLC.

Signed by **Clearwater Financial**

Name: Cameron Arial

Title: President

/s/: 

Date: January 6th, 2023

\_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_  
Commission Expires \_\_\_\_\_

**EXHIBIT A**  
**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 shall be provided to City upon full execution of this Agreement and prior to the start date of the services provided under this Agreement. All certificates must be signed by an authorized representative of Consultant's Insurance carrier. Renewal certificates or binders must be provided to City a minimum of five (5) days prior to the effective date of the renewal.
- C. Certificates 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. 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 |
| Fire Legal Liability:                    | \$ 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).

3. 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 or 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.

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.
- E. The Worker's Compensation, 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.
- F. 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 as 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.
- G. 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.
- H. 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.
- I. Consultant shall keep the insurance policy in effect as long as the Agreement is in effect.
- J. 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.
- K. 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. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Agreement,
  2. 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

3. 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.

- L. 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 property from Consultant's performance of the work covered under this Agreement.





## ADDENDUM #1

This addendum to the Engagement Agreement dated \_\_\_\_\_, is made by and between the **City of Lewiston**, an Idaho municipal corporation, referred to as the "City" and located at **1134 F Street Lewiston, ID 83501**, AND **Clearwater Financial, LLC**, an Idaho limited liability company located at **PO Box 505 Eagle, ID 83616** and referred to as the "Consultant." City and Consultant may also individually be referred to as "Party" or collectively as "Parties."

1. **Scope of Services.** The Consultant shall perform the following services in accordance with the terms and conditions set forth in this addendum. These services will include:

- a) **Public Engagement and Education Services – Initiation, analysis, stakeholder relations, public relations, and other services for Phase 1 of the Regional Park Project.**
  - i. Initiation: Historical and current conditions assessment, project logistics, site tours, review existing documentation, leadership summit; team identification and engagement; timeline and weekly call scheduling.
  - ii. Analysis: Project, facility and site analysis; demographic, financial, and cost forecasts; public survey(s).
  - iii. Stakeholder Relations: Intergovernmental relations and negotiations, joint powers agreements and public private partnerships (PPP); key internal and external stakeholder engagement, interviews and targeting.
  - iv. Public Relations: Multi-media strategies including: surveys, messaging, media design and marketing services, press releases, internal updates, social media, website, project video, open house(s), and direct mail services.

The completion of this scope of services will be dependent on the availability of necessary information and City cooperation.

2. **Terms of Addendum.** This addendum will begin when this addendum is fully executed by both the City and the Consultant. The time frames for delivery of services will be measured from the execution of this addendum. The delivery of these services is anticipated to be completed by December 31, 2023.

3. **Cost of Services.**

- a) Public Engagement and Education Services costs as discussed in section 1.a) are \$36,000.
- b) Material and distribution expenses will be billed to the City at cost. The Consultant will get City approval prior to incurring any of these expenses.

4. All other terms and conditions as outlined in the Engagement Agreement remain in force.

Signed by **City of Lewiston**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

/s/: \_\_\_\_\_

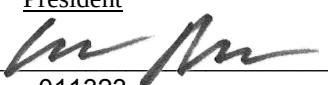
Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Signed by **Clearwater Financial, LLC**

Name: Cameron Arial

Title: President

/s/: 

Date: 011323





# CLEARWATER

## — FINANCIAL —



## COMMUNITY PARK PUBLIC ENGAGEMENT PLAN

JACE PERRY | COO  
JANUARY 23, 2023







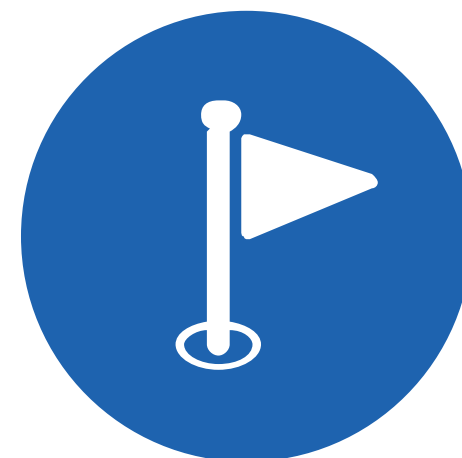
# GUIDING PRINCIPLES

WHY WE EXIST, WHERE WE ARE GOING, HOW WE GET THERE



## Our Mission

Helping individuals and governments achieve their potential



## Our Vision

Go-to for government support



## Our Values

C.A.R.E - Connection, Accountability, Respect, Ethics



# PRINCIPLES

YOUR TEAM LEADS



**Jace Perry, CPA**  
CHIEF OPERATING OFFICER  
Municipal Advisor  
Representative



**Cameron Arial, Ph.D.**  
PRESIDENT  
Municipal Advisor Principal



**Christine Stoll, M.S**  
VICE PRESIDENT  
Client Experience and Growth





# JACE PERRY

## COO / CPA / Municipal Advisor Representative

Jace is the former Executive Director of the Idaho Bond Bank Authority and oversaw all aspects of the Authority including: debt issuances, participant activity, continuing disclosure, application review, accounting, and auditing.

Jace spent 8 years as the Investment Accountant for the Idaho State Treasurer's Office where he managed the accounting for the Treasurer Investment Division including the Local Government Investment Pool (LGIP), Diversified Bond Fund (DBF) and the State's internal investments. He also served as the Chairman of the Idaho College Savings Program. He worked at Eide Bailly, a top 25 CPA firm, auditing various entities including: municipal governments, corporations, hospitals, and non-profit organizations.

Jace holds a bachelor's degree in accounting from Brigham Young University – Idaho and is a licensed Certified Public Accountant and Chartered Global Management Accountant. Jace is a registered Municipal Advisor Representative and holds a Series 50 license.



208.841.6794



[jperry@clearwaterfinancial.biz](mailto:jperry@clearwaterfinancial.biz)



[www.clearwaterfinancial.biz](http://www.clearwaterfinancial.biz)





# CAMERON ARIAL

## President / Ph.D. / Municipal Advisor Principal

Cameron Arial founded Clearwater Financial in 2015 and has been in municipal services for decades. He is passionate about representing his clients' best interest and is known for his use of competition to achieve superior and transparent results.

Cameron is a pioneering municipal advisor, public & private executive, presented at numerous municipal conferences, and mentored other municipal advisors. He has a unique understanding of strategic & comprehensive planning, economic development, finance, and commercial development, working in both the private and public sectors. He has developed municipal & commercial projects in multiple states and his expertise spans the entire development process.

Cameron earned his Ph.D. in Public Administration and a certificate in Community Planning from Boise State University. He serves on the boards of the Urban Land Institute and Idaho Technology Council. He is a registered Municipal Advisor Principal and holds Series 50, 52, and 54 licenses.



208.559.4353



[carial@clearwaterfinancial.biz](mailto:carial@clearwaterfinancial.biz)



[www.clearwaterfinancial.biz](http://www.clearwaterfinancial.biz)





# CHRISTINE STOLL

## Vice President / Client Experience and Growth

Christine spent over two decades implementing and optimizing proactive education and financial services programs within state government. She has a background in instructional design and human performance improvement, college and career software expansion, technical education development, 529 savings, local and national leadership and public policy.

She is the former Executive Director of the IDeal – Idaho's 529 College Savings Program and the Next Step Idaho's college and career planning system, formerly Idaho's Career Information System (CIS).

Her experience includes leading and directing operational leadership, vision, public relations, partnerships, investment design and implementation, federal disclosures and filings, and rating agency relationships. She has worked closely with K12 schools, postsecondary institutions and workforce agencies to help them make informed decisions for their future.

Christine holds a Masters of Science in Instructional Performance and Technology and Bachelors of Science in Psychology with a minor in HR Management from Boise State University.



208.631.8751



cstoll@clearwaterfinancial.biz

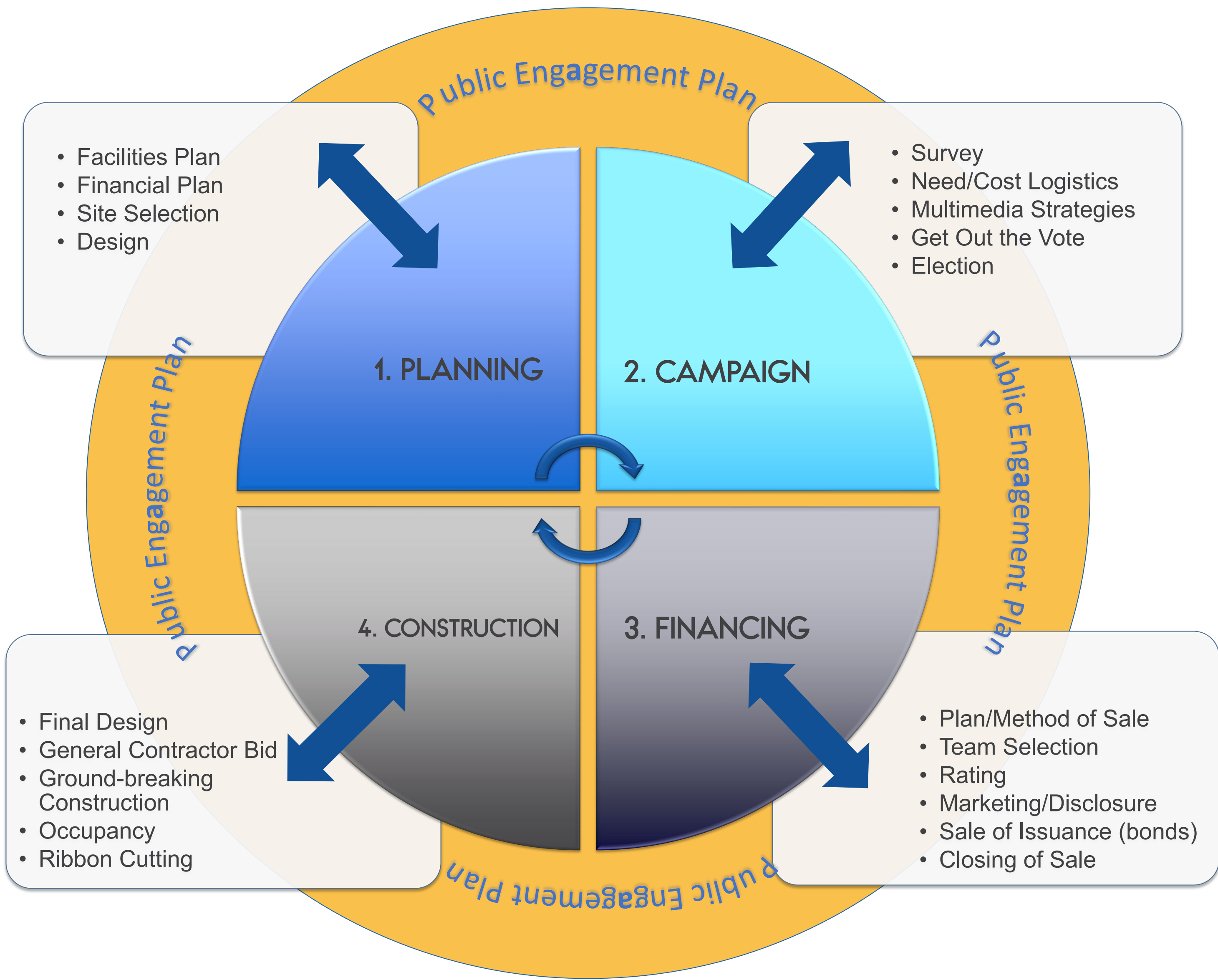


www.clearwaterfinancial.biz



# COMPREHENSIVE PROCESS

OUR FIDUCIARY DUTY FOLLOWS EACH STEP IN THE PROCESS



**CLEARWATER**  
— FINANCIAL —



# PUBLIC ENGAGEMENT – TO DATE



WHERE WE'VE BEEN | INCREDIBLE WORK | THIS IS THE COMMUNITY'S PARK

## Engagement Goals:

- Educate on importance of P&R opportunities
- Engage all stakeholders
- Gather feedback to identify amenities Develop common community goals and project support
- Educate on timeline and development

## Methods

- Stakeholder Interviews
- Steering Committee Mtgs
- Educational Materials (FAQ, Flier)
- Project Website and Interactive Site Map
- Public Surveys
- Public Open House

***593 instances of individual engagement occurred***



Fall 2021

Steering Committee &  
Stakeholder Interviews

April-May 2022  
Public Survey

August 2022  
Public Open House

August-September 2022  
Public Survey



# PUBLIC ENGAGEMENT STRATEGIES



EDUCATIONAL, SPECIFIC, AND UNIQUE TO LEWISTON

**Star Fire District**

**VOTE Nov. 5th**

**FIRE SAFETY & EMERGENCY SERVICES...**

On **November 5th** the Star Fire Protection District residents will have an opportunity to decide the future relocation and expansion of Star Fire Station 1 that currently provides fire protection and emergency services to our entire community. The District Commissioners cannot make this decision alone. **IT REQUIRES YOU!**

The District has been providing excellent fire and emergency medical services to our community for over 66 years. Station 1 is currently located at 10831 W State St., was built in 1985 prior to the District having full time firefighters, and is in need of remodeling or replacement. In order to accommodate current staffing levels of 12 full time firefighters (4 per shift - 24 hours a day) as well as increased staffing in the future, the District is faced with the cost of remodeling or relocating the station.

The current station was evaluated by an architect who recommended a complete remodel which would add square footage and bring the building up to code. This would cost approximately \$4 million dollars for a 7,000 square foot facility (\$572 per sq/ft) but would not fulfill all the current needs of the District nor any future growth.

Alternatively, the District had the unique opportunity to cost-effectively secure a 37,000 square foot facility in a desirable location that can be improved into a new location for the fire station, administrative offices, community/training room, apparatus maintenance facility, and an additional 7000 square feet of leasable space. This proposal will solve our immediate need in the core area of the District as well as a 20 to 30 year solution, all at a reasonable cost. The total estimated cost of the facility including its remodel is \$93 per sq/ft where similar facilities in surrounding municipalities are costing \$350-\$550 per sq/ft.

**PLEASE GET INFORMED AND VOTE**, a bond approval requires two-thirds of voters (or 66.7%) to pass. We encourage all citizens to ask questions and get informed by attending a Town Hall Meeting, visiting our website, taking a quick survey, or contacting the Fire Chief to schedule a tour. Most importantly let your voice be heard and **VOTE November 5th!**

Sincerely,  
Jared Moyle  
Chairman  
jmoyle@starfirerescue.org

Brian Fendley  
Vice Chairman  
bfendley@starfirerescue.org

Steve Martin  
Treasurer  
smartin@starfirerescue.org

**Town Hall Meetings**

Open House  
October 3rd  
4:00-8:00pm  
11665 W State St. Star

Hunters Breakfast  
October 19th  
6:00-11:30am  
11665 W State St. Star

**SCHEDULE A TOUR with Chief Timinsky**  
gtiminsky@starfirerescue.org  
208-229-9447

**For Voting Information and Locations:**  
Ada County—[www.adacounty.id.gov/elections](http://www.adacounty.id.gov/elections)  
Canyon County—[www.canyonco.org/elections](http://www.canyonco.org/elections)

Let your voice be heard!  
Take a quick **SURVEY** at [www.starfirerescue.org](http://www.starfirerescue.org)

- Park Steering Committee
- Surveys
- Vote data analysis
- Website
- Geotargeted ads
- Social media
- Community events
- Project video - 2mins

- Public meetings
- Mapping
- Advocacy groups
- Education campaigns
- Letters to the editor
- Op Eds
- Press releases
- Get-Out-The-Vote

**CLEAR...**

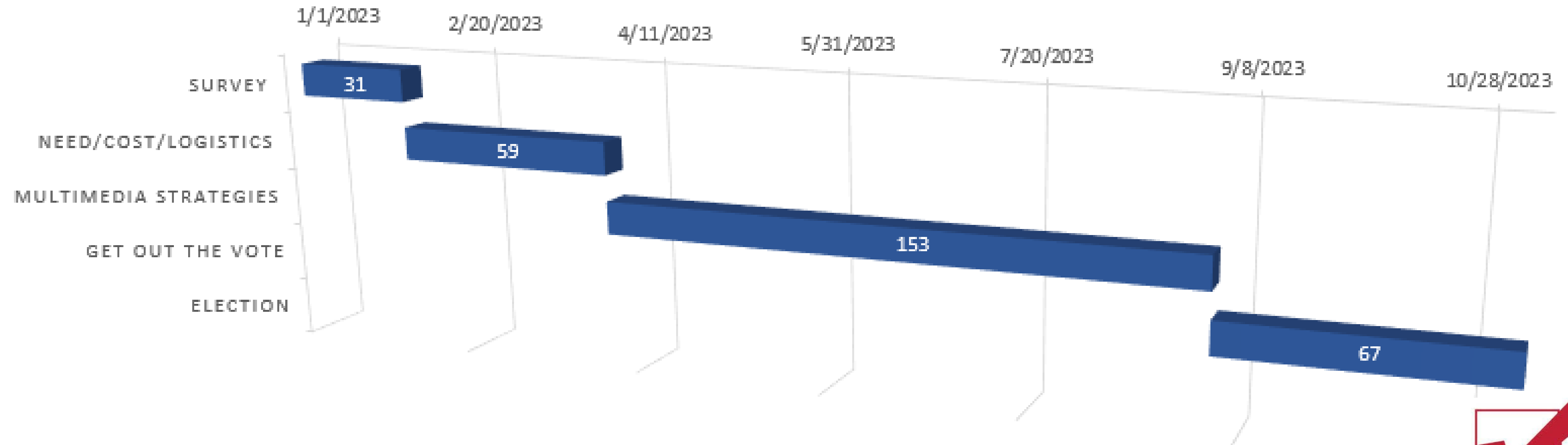
**CONCISE...**

**CONSISTENT**



# PUBLIC ENGAGEMENT TIMELINE

CONTINUE TO BUILD PUBLIC TRUST AND DELIVER A SUCCESSFUL ELECTION



- Continue to engage citizens, giving them what they asked for
- When they are informed, they tend to make the right decisions
- Build trust throughout the process and ongoing



**RESOLUTION 2023-3**

**A RESOLUTION APPROVING A REVISED CITY OF LEWISTON TITLE VI PLAN**

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

SECTION 1: The revised City of Lewiston Title VI Plan, which includes the Limited English Proficiency Plan, dated January 2023 is hereby approved. A copy of said Title VI Plan is attached hereto as Exhibit A and incorporated herein. Such Title VI Plan supersedes the City of Lewiston Title VI Plan approved through Resolution 2009-44 in its entirety.

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

**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

**CITY OF LEWISTON**

By: \_\_\_\_\_  
Daniel G. Johnson, Mayor

ATTEST:

\_\_\_\_\_  
Kari J. Ravencroft, City Clerk

**EXHIBIT A**  
**TO RESOLUTION 2023-3**



City of Lewiston

# Title VI Plan

Updated January 2023



## **INTRODUCTION**

The City of Lewiston Title VI plan is part of the City's continual and ongoing effort to proactively meet and exceed the minimum compliance requirements established under the provisions of Title VI of the Civil Rights Act of 1964 and the related anti-discrimination statutes, executive orders, policies, and regulations. Title VI prohibits discrimination on the basis of race, color or national origin in programs or activities receiving federal financial assistance. In addition to complying with the Title VI, the City of Lewiston adopted Ordinance Number 4614 in 2014, which prohibits discrimination based on an individual's actual or perceived race, color, national origin, ancestry, religion, creed, sex, age marital or familial status, physical or mental disability, sexual orientation, or gender identity/expression.

Federal-aid recipients, sub recipients, and contractors are required to prevent discrimination and ensure nondiscrimination in all of their programs, activities and services whether these programs, activities and services are federally funded or not. As recipient of federal-aid funding, the City of Lewiston strives to achieve nondiscrimination in all its programs and activities. The City of Lewiston further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, regardless of whether those programs and activities are federally funded.

## **NON-DISCRIMINATION POLICY**

It is the express policy of the City of Lewiston that no person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity receiving federal funds on the grounds of race, color, national origin, sex, age, disability, or income, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, the Federal Aid Highway Act of 1973, Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, Executive Order 12898 and Executive Order 13166. It is also the express policy of the City that no person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any City program or activity, whether those programs and activities are federally funded or not, on the grounds of race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity and source of income.

## **TITLE VI PLAN ORGANIZATION AND STAFFING**

The Human Resources Office is responsible for ensuring the City's compliance with Title VI requirements and Chapter 38 Article 1, including, but not limited, to monitoring City programs, preparing required reports and undertaking such other responsibilities as required by 23 Code of Federal Regulation (CFR) 200 and 49 CFR 21.

Human Resource Director  
Title VI Coordinator/504 Coordinator  
1134 F Street, Lewiston, ID 83501  
[hr@cityoflewiston.org](mailto:hr@cityoflewiston.org) or 208-746-3671

## **TITLE VI PROGRAM COMPONENTS**

### Elimination of discrimination

The City will continue its practice of identifying discrimination based on race, color, religion, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity and source of income, and where such discrimination is found to exist, implementing programs or practices to eliminate the discrimination.

### Public dissemination of information

The Title VI/Section 504 Coordinator and Department Directors shall assist City staff in the creation and dissemination of Title VI program information to City employees, sub recipients, contractors, Affected Parties, and the general public.

### Departmental responsibilities

Each Department Director is responsible for Title VI compliance for individual projects. Compliance activities include, but are not limited to:

1. Ensuring that all aspects of a Proposed Project's planning process and operations comply with the Title VI requirements.
2. Ensuring that Affected Parties have meaningful access to a Proposed Project's planning processes.
3. Assisting the Title VI/Section 504 Coordinator in gathering and organizing data.
4. Reviewing the Department work programs, policies, and other directives to ensure compliance with the Title VI requirements.
5. Verifying the level of participation of Affected Parties at public outreach meetings.

### Title VI assurances in contracts and grants

The City's Purchasing, Legal department, and Department Directors are responsible for the City's general contracting, consultant selection, negotiation, and administration of contracts for the City. All departments will ensure that federally funded contracts administered by the City contain Title VI Assurances. In the event that the City distributes federal funds to another entity through grants or other agreements, the Department Director and Grant Manager administering the grant or agreement will ensure that such grants and agreements contain the Title VI Assurances. The Department's project administrator or grant administrator will monitor the performance of the contract or grant for compliance. The Title VI/Section 504 Coordinator and Department Directors will coordinate efforts to ensure that the requirements of Title VI are met throughout the entire contracting and grant performance process.

### Data collection

Statistical data on Affected Parties will be compiled by each Department. The data compilation process will be reviewed regularly by the Title VI/Section 504 Coordinator and the Department Directors to ensure the data is sufficient to meet the requirements of this Title VI Plan.

### Training program

Annual training will be made available to Department Liaisons and other City staff responsible for the implementation of the Title VI Requirements. Training will provide comprehensive information on the Title VI requirements and its application to specific programs or operations; assistance on the identification of Title VI issues; and an overview of the complaint process.

### Preventive and remedial efforts

The City will actively seek to prevent Title VI deficiencies or irregularities, and to remedy them. When a Department Director or their staff reasonably believes a contractor or sub recipient has violated a Title VI Requirement, the Department Director will follow the following process:

1. The project or grant administrator, Title IV Coordinator, and the Department Director will meet with the contractor or subcontractor to conduct an initial review of the facts supporting a finding that a violation of the Title VI requirements has occurred or is occurring.
2. If, after the initial review, the Department Director and Title VI Coordinator concludes that the contractor or sub recipient has violated the Title VI Requirements, the contractors or sub recipient will be given a reasonable time, not to exceed 90 days from the date notice is provided to the contractor or sub recipient, to voluntarily correct noncompliance.
3. The City will seek to obtain the cooperation of the contractor or sub recipient in correcting non-compliance, and will offer to provide technical assistance needed by the contractor or sub recipient to obtain voluntary compliance with the Title VI Requirements.
4. A follow-up review will be conducted within 180 days of the date notice is provided to the contractor or sub recipient to ensure that the violation of the Title VI Requirements has been corrected. If after the review, the contractor or sub recipient has failed to correct the violation, the City Mayor may take appropriate action (e.g., withhold funds, cancel contract) required to comply with the City's obligation under the federal grant.

5. When a contractor or sub recipient has failed or has refused to comply with Title VI Requirements within the one hundred and eighty (180) day period after the initial review, the Title VI Coordinator with assistance from the Department Director will submit two copies of the file to the appropriate state or federal agency (e.g., ODOT's Office of Civil Rights or the FHWA), along with a recommendation that the file be reviewed for a determination of whether the contractor or sub recipient has violated the Title VI Requirements.

## **COMPLAINT PROCESS**

Any person who believes that he or she or any other program beneficiaries have been subjected to unequal treatment or discrimination in his or her receipt of benefits and/or services from the City, or by a contractor or sub recipient on the grounds of race, color, national origin, sex, age, disability, or income, may file a Title VI Complaint with the Title VI/Section 504 Coordinator. The City of Lewiston has a standard process for investigating all complaints. Members of the public may file a signed, written complaint up to one hundred and eighty (180) days from the date of alleged discrimination. Procedures for filing a complaint are as follows:

1. Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the City of Lewiston. A complaint may also be filed by a representative on behalf of such a person.
2. The Complaint must meet the following requirements:
  - a. Complaint shall be in writing and signed by the complainant(s). In cases where the complainant is unable or incapable of providing a written statement, a verbal complaint may be made. If necessary, the Title VI/Section 504 Coordinator will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature.
  - b. Include the date of the alleged act of discrimination date when the complainant became aware of the alleged act of discrimination; or the date on which that conduct was discontinued or the latest instance of conduct.
  - c. Present a detailed description of the issues, including names and job titles of those individuals perceived as parties of the complaint.
  - d. Federal and state law requires complaints be filed within 180 calendar days of the alleged incident.
3. Within 10 days of receipt of the complaint, the Title VI/Section 504 Coordinator will determine its jurisdiction, acceptability, and/or need for additional information. The complainant will be provided with a written acknowledgement that the City has either accepted or rejected the complaint.
4. A complaint may be dismissed for the following reasons:
  - a. The complainant requests the withdrawal of the complaint.
  - b. The complainant fails to respond to requests for additional information needed to process the complaint.
  - c. The complainant cannot be located after reasonable attempts.
5. Within 60 days, the Title VI/Section 504 Coordinator will conduct an investigation of the allegations and based on the information obtained, will render a recommendation for action in a report of findings to the City Mayor. The complaint should be resolved by informal means whenever possible. Such information attempts and their results will be summarized in the report of findings.

6. Within 90 days of receipt of the complaint, the City Mayor will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with the appropriate Federal or State agency, if they are dissatisfied with the final decision rendered by the City of Lewiston.
  - a. The City of Lewiston will reconsider this determination if new facts come to light.
  - b. If the complainant is dissatisfied with the determination and/or resolution set forth by the City of Lewiston, the same complaint may be submitted to the appropriate Federal or State agency for investigation.
7. The Title VI/Section 504 Coordinator will also provide the appropriate Federal or State agency with a copy of the decision and summary of findings upon completion of the investigation within 120 days of the receipt of the complaint.
8. A complaint may be filed in writing with the City at the following address:  
City of Lewiston  
Attention: Human Resources Department  
PO Box 617  
Lewiston, ID 83501

In person: 1134 F Street, Lewiston  
Email: [hr@cityoflewiston.org](mailto:hr@cityoflewiston.org)  
By Phone: 208-746-3671  
By Fax: 208-298-0925

At a minimum, complaints should include the following information:

- Name, mailing address, and how to contact the complainant (i.e., telephone number, e-mail, address, etc.)
- How, when, where, and why the complainant alleges they were discriminated against. Include the location, names and contact information of any witnesses.
- Other significant information.

Contacts for the different Title VI administrative jurisdictions:

- Idaho Transportation Department  
EEO Office  
3311 West State Street  
PO Box 7129  
Boise, ID 83707-1129
- Federal Transit Administration Office of Civil Rights  
Attention: Title VI Program Coordinator  
1200 New Jersey Ave., SE  
Washington, DC 20590
- Seattle Regional Office of FHEO  
US Department of Housing and Urban Development  
Seattle Federal Office Building  
909 First Avenue, Room 205  
Seattle, WA 98104-1000



## DEFINITIONS

As used in this Title VI Plan, the following mean:

**Affected Parties:** persons protected against discrimination because of race, color, national origin, sex, age, disability, or income by the Title VI Requirements.

**Contractor:** a person or entity who has entered into an agreement with the City that is subject to the Title VI Requirements.

**LEP Plan:** The Limited English Proficient Plan established by the City to assist individuals who do not speak English as their primary language, and who therefore have limited ability to read, speak, or understand the English language and connect with City government and assist with needed services.

**Meaningful access:** the provision of communicative assistance by the City necessary to allow affected persons to participate in governmental services/activities.

**Proposed Project:** a project that receives federal funds and is subject to the Title VI Requirements.

**Sub recipient:** a person or entity that receives federal funds from the City to be used by the entity to further the objectives of the federal grant. The City is the recipient of the grant, and the person or entity is a sub recipient of those grant funds. An example of a sub recipient relationship would be where the City grants federal funds to a non-profit corporation that the corporation uses to provide assistance for low-income households to pay utility bills.

**Title VI Assurances:** conditions imposed upon contractors or sub recipients as a result of federal funding being directly or indirectly provided to the contractor or sub recipient.

**Title VI Requirements:** the nondiscrimination provisions contained in Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, the Federal Aid Highway Act of 1973, Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, Executive Order 12898 and Executive Order 13166.

## LEGAL CITATIONS

**Title VI of the Civil Rights Act of 1964 [Pub. L. 88-352 (1964), codified as 42 U.S.C. §§2000d through 2000d-4]:** Title VI of the Civil Rights Act of 1964 prohibits the discrimination in, or the denial of benefits under, any program or activity receiving federal financial assistance on grounds of race, color or national origin.

**The Civil Rights Restoration Act of 1987, [Pub. L. 100-259, Sec. 6 (1988), codified as 42 U.S.C. §2000d-4a]:** The Civil Rights Restoration Act of 1987 broadened the scope of Title VI coverage by expanding the definition of the terms "programs or activities" to include all programs or activities of federal aid recipients, sub recipients, and contractors, whether such programs and activities are federally assisted or not.

**Federal Aid Highway Act of 1973, [Pub. L. 93-87 (1973), codified as 23 U.S.C. §324]:** The Federal Aid Highway Act of 1973 provides that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance.

**Age Discrimination Act of 1975, [Pub. L. 94-135 (1975), codified as 42 U.S.C. §6102]:** The Age Discrimination Act of 1975 provides that no person in the United States shall, on the basis of age, be

excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance.

**Americans with Disabilities Act of 1990, Subchapter 2, Part A [Pub. L. 101-336 (1990); codified as 42 U.S.C. §§12131-12134]:** The Americans with Disabilities Act of 1990 provides that no qualified individual with a disability shall, by reason of such disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination by a department, agency, special purpose district, or other instrumentality of a state or a local government.

**Section 504 of the Rehabilitation Act of 1973 [Pub. L. 93-112 (1973), codified as 29 U.S.C. §794]:** Section 504 of the Rehabilitation Act of 1973 provides that no qualified handicapped person, shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance.

**23 CFR Part 200:** 23 CFR 200 are administration regulations promulgated by the Federal Highway Authority that specify the Title VI implementation requirement for state departments of transportation at state and local levels.

**49 CFR Part 21:** 49 CFR 21 are administration regulations promulgated by the US Department of Transportation that specify the Title VI implementation requirements for state departments of transportation at state and local levels.

**Exec. Order No. 12898:** Executive Order 12898 regards federal actions to address Environmental Justice in minority populations and low income populations. (Environmental justice seeks equal protection from environmental and public health hazards for all people regardless of race, income, culture and social class. Additionally, environmental justice means that no group of people including racial, ethnic or socioeconomic groups should bear a disproportionate share of the negative environmental consequences resulting from industrial, land-use planning and zoning, municipal and commercial operations or the execution of federal, state, local and municipal programs and policies).

**Exec. Order No. 13166:** Executive Order 13166 regards the improvement of access to services for persons with Limited English Proficiency.

**Lewiston City Code Chapter 38 Article 1:** It is the finding and the intent of the city of Lewiston that no person shall be denied his or her civil rights or be discriminated against based upon his or her actual or perceived race, color, national origin, ancestry, religion, creed, sex, age, marital or familial status, physical or mental disability, sexual orientation, or gender identity/expression.

# LIMITED ENGLISH PROFICIENCY PLAN

Updated January 2023

## INTRODUCTION

This *Limited English Proficiency Plan (LEP)* has been prepared to address the City of Lewiston's responsibilities as a recipient of federal financial assistance as they relate to the needs of individuals with limited English language skills. The plan has been prepared in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq, and its implementing regulations, which state that no person shall be subjected to discrimination on the basis of race, color or national origin.

Executive Order 13166, titled *Improving Access to Services for Persons with Limited English Proficiency*, indicates that differing treatment based upon a person's inability to speak, read, write or understand English is a type of national origin discrimination. It directs each agency to publish guidance for its respective recipients clarifying their obligation to ensure that such discrimination does not take place. This order applies to all state and local agencies which receive federal funds, including all City of Lewiston departments receiving federal grant funds.

## PLAN SUMMARY

The City of Lewiston has developed this *Limited English Proficiency Plan* to help identify reasonable steps for providing language assistance to persons with limited English proficiency who wish to access services provided. As defined in Executive Order 13166, LEP persons are those who do not speak English as their primary language and have limited ability to read, speak, write or understand English. This plan outlines how to identify a person who may need language assistance, the ways in which assistance may be provided, staff training that may be required, and how to notify LEP persons that assistance is available

In order to prepare this plan, the City of Lewiston used the four-factor LEP analysis, which considers the following factors:

1. The number or proportion of LEP persons in the service area who may be served by the City of Lewiston.
2. The frequency with which LEP persons come in contact with City of Lewiston services.
3. The nature and importance of services provided by the City of Lewiston to the LEP population.
4. The interpretation services available to the City of Lewiston and overall cost to provide LEP assistance. A summary of the results of the four-factor analysis is in the following section.

## FACTOR 1: THE NUMBER AND PROPORTION OF LEP PERSONS SERVED OR ENCOUNTERED IN THE ELIGIBLE SERVICE POPULATION

### Task 1, Step 1: Examine prior experiences with LEP individuals

There is no large geographic concentration of any type of LEP individuals in the service area for the City of Lewiston. Transit reports that they have no current riders who have limited English, though they have several riders who speak other languages. The City's Police Department has had only a few instances with individuals who first language is not English. Only on one occasion did a 911 Dispatcher need to provide translation. Lewis Clark State College use to host the Institute of Intensive English (IIE) program, in which students from different countries come to learn the English language. However, that program has ended and they now offer the Bridge Pathway Program, which allows students the opportunity to take college level course(s) while simultaneously receiving full academic and language support, but that program can be taken from a student's home country. Transit reports that they no longer are transporting these students.

**Task 1, Step 2: Become familiar with data from the U.S. Census**

The 2021 American Community Survey (ACS) describes the languages spoken in the City of Lewiston.

|                                    | Estimate |
|------------------------------------|----------|
| Total:                             | 32,137   |
| Speak only English                 | 31,129   |
| Spanish or Spanish Creole:         | 383      |
| Other Indo-European languages:     | 298      |
| Asian and Pacific Island languages | 277      |
| Other and unspecified languages:   | 50       |

**Task 1, Step 2A: Identify the geographic boundaries of the area that your agency serves.**

The City of Lewiston's service area is defined by the city limits. Lewiston Transit's fixed routes are within the City limits.

**Task 1, Step 28: Obtain Census data on the LEP population in your service****LANGUAGE SPOKEN AT HOME FOR THE POPULATION 5 YEARS AND OVER**

Data Set: 2021 American Community Survey 5-Year Estimates

NOTE. Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, it is the Census Bureau's Population Estimates Program that produces and disseminates the official estimates of the population for the nation, states, counties, cities and towns and estimates of housing units for states and counties.

|                                     | <b>Lewiston CCD, Nez Perce County, Idaho</b> |                        |
|-------------------------------------|----------------------------------------------|------------------------|
| <b>Label</b>                        | <b>Estimate</b>                              | <b>Margin of Error</b> |
| Total:                              | 34,409                                       | ±321                   |
| Speak only English                  | 33,386                                       | ±351                   |
| Spanish:                            | 395                                          | ±189                   |
| Speak English "very well"           | 207                                          | ±82                    |
| Speak English less than "very well" | 188                                          | ±155                   |
| Other Indo-European Languages:      | 268                                          | ±131                   |
| Speak English "very well"           | 113                                          | ±75                    |
| Speak English less than "very well" | 33                                           | ±33                    |
| Asian and Pacific Island Languages: | 277                                          | ±145                   |
| Speak English "very well"           | 152                                          | ±151                   |
| Speak English less than "very well" | 125                                          | ±73                    |
| Other Languages:                    | 50                                           | ±44                    |
| Speak English "very well"           | 50                                           | ±44                    |
| Speak English less than "very well" | 0                                            | ±27                    |



### **Task 1, Step 2C: Analyze the data you have collected.**

Non-proficiency is determined by adding those who speak English in any category other than *very well*. In Lewiston, a total of 346 persons [1%] are identified with limited English proficiency. Of these individuals, 188 [54.3% of the LEP population] speak Spanish, 33 [9.5%] speak Other Indo-European languages, 125 [36.1%] speak Asian and Pacific Island languages, 0 speak Other languages.

### **Task 1, Step 2D: Identify any concentration of LEP persons within your service area.**

There is no large geographic concentration of any type of LEP individuals in the service area for the City of Lewiston.

### **Task 1, Step 3: Consult state and local sources of data**

Nez Perce County is considered to be a part of North Central Idaho. Which includes Lewis County, Clearwater County, Latah County, Nez Perce County, and Idaho County. According to the United States Census, 95.2% of persons in North Central Idaho speak only English. Of the 5,032 individuals who speak another language other than English, 1,398 (1.3% of the population) do not speak English "well" or "very well".

### **Task 1, Step 4: Reach out to community organizations that serve LEP persons**

The majority of the population, 96.8%, speak only English. As a result, there are few social, service, professional and leadership organizations within the City of Lewiston service area that focus on outreach to LEP individuals. Lewis Clark State College, located in Lewiston, has an English Language/Bridge Pathway Program for nonnative speakers of English to help them reach the proficiency requirements needed for their undergraduate program. Their specialized programs offer short-term, customized English language and culture programs for groups of learners. Lewiston also resides within 30 miles of two major universities, Washington State University and University of Idaho. The University of Idaho International Programs Department provides for students to enhance their English skills in the Intensive American Language and Culture Program. The program allows nonnative speakers of English with the linguistic, academic, social and cultural skills. Washington State University provides an Intensive American Language Center for international students providing intensive English language instruction.

## **FACTOR 2: THE FREQUENCY WITH WHICH LEP INDIVIDUALS COME INTO CONTACT WITH YOUR PROGRAMS, ACTIVITIES, AND SERVICES**

### **Task 2, Step 1: Review the relevant programs, activities, and services you provide**

The City of Lewiston staff are most likely to encounter LEP individuals through Fire and Police services, office visits, phone conversations, communication from staff of impacts on City services, utilities, and attendance at various City meetings. LEP individuals may also use the City's transit system through the fixed route or ADA paratransit system. Contact with transit would be through dispatch, administrative office, or bus drivers.

City staff have had very few contacts with LEP persons. This includes encounters with ambulatory staff who have utilized an interpreter with dispatch or a translation app on their phones. The City has utilized a 911 dispatcher within the Police Department who is fluent in multiple languages, and was able to provide assistance on at least two known occasions. There may have been a few interactions with LEP persons within the Library, who interact with citizens consistently. There have been no other requests for interpreters or translated program documents.

### **Task 2, Step 2: Review information obtained from community organizations**

The City of Lewiston Transit Manager has indicated that there may be riders who speak a language other than English but they are able to communicate sufficiently in English without needing interpretive assistance.

### **Task 2, Step 3: Consult directly with LEP persons**

Based on the little known LEP interactions reported or services requested, most City personnel have not yet had the opportunity to consult directly with LEP persons during the course of their work.

## **FACTOR 3: THE IMPORTANCE TO LEP PERSONS OF YOUR PROGRAM, ACTIVITIES, AND SERVICES**

### **Task 3, Step 1: Identify your agency's most critical services**

The most critical services in the City to an LEP individual would be 1) the ability to access emergency personnel, 2) the ability to contact City personnel for non- emergency services such as utilities, and 3) the ability to access public transportation.

## **FACTOR 4: THE RESOURCES AVAILABLE TO THE RECIPIENT AND COSTS**

### **Task 4, Step 1: Inventory language assistance measures currently being provided, along with associated costs**

In 2009, the City of Lewiston opened a Personal Interpreter account with Language Line Services for translation services. The cost of this service is billed when it is used. To date, it has not been necessary to use the service.

### **Task 4, Step 2: Determine what, if any additional services are needed to provide meaningful access**

Due to the majority of the population speaking English "very well", and the fact that services have not been requested, it is determined that it is not necessary to provide any additional services at this time.

## **LANGUAGE ASSISTANCE**

A person who does not speak English as their primary language and who has a limited ability to read, write, speak or understand English may be a Limited English Proficient person and may be entitled to language assistance with respect to City of Lewiston services. Language assistance can include interpretation, which means oral or spoken transfer of a message from one language into another language and/or translation, which means the written transfer of a message from one language into another language.

How the City of Lewiston staff may identify an LEP person who needs language assistance:

- Post notice of LEP Plan and the availability of interpretation or translation services free of charge in languages LEP persons would understand.
- All City administrative offices will be provided with "I Speak" cards to assist in identifying the language interpretation needed if the occasion arises.
- City of Lewiston staff will be informally surveyed periodically on their experience concerning any contacts with LEP persons during the previous year.
- When the City of Lewiston sponsors an informational meeting or event by informally engaging participants in conversation, it is possible to gauge each attendee's ability to speak and understand English. Although translation may not be able to be provided at the event it will help identify the need for future events.

### **Language Assistance Measures**

Although there is a very low percentage in the City of Lewiston of LEP individuals, that is, persons who speak English "not well" or "not at all", Lewiston will strive to offer the following measures:

- The City of Lewiston staff will take reasonable steps to provide the opportunity for meaningful access to LEP clients who have difficulty communicating English.
- The following resources will be available to accommodate LEP persons:
  - According to the census, Spanish could potentially be encountered. For this reason, "I Speak" cards will be used to determine and document when translation resources would be needed.
  - Language interpretation will be accessed for all languages through a telephone interpretation service.

### **STAFF TRAINING**

The following training will be provided to all staff:

- Information on the Title VI Policy and LEP responsibilities.
- Description of language assistance services offered to the public.
- Use of the "I Speak" cards and telephone interpretation service.
- Documentation of language assistance requests.
- How to handle a potential Title VI/LEP complaint.

All contractors or subcontractors performing work for the City of Lewiston will be required to follow the Title VI/LEP guidelines.

### **TRANSLATION OF DOCUMENTS**

The City of Lewiston weighed the cost and benefits of translating documents for potential LEP groups. Considering the expense of translating the documents, the likelihood of frequent changes in documents, there is no one higher percentage language besides English, and other relevant factors, at this time it is an unnecessary burden to have any documents translated.

Due to the very small local LEP population, the City of Lewiston does not have a formal outreach procedure in place, as of 2023. Translation resources have been identified. However, when and if the need arises for LEP outreach, the City of Lewiston will consider the following options: when staff prepares a document, or schedules a meeting, for which the target audience is expected to include LEP individuals, then documents, meeting notices, flyers, and agendas will be printed in an alternative language based on the known LEP population.

### **MONITORING**

The City of Lewiston will update the LEP Plan as required. At a minimum, the plan will be reviewed as updated census data becomes available and when it is clear that higher concentrations of LEP individuals are present in the City of Lewiston service area. Updates will include the following:

- The number of documented LEP person contacts encountered annually.
- How the needs of LEP persons have been addressed.
- Determination of the current LEP population in the service area.
- Determine whether local language assistance programs have been effective and sufficient to meet the need.
- Determine whether the City of Lewiston's financial resources are sufficient to fund language assistance resources needed.
- Determine whether the City of Lewiston fully complies with the goals of this LEP Plan.
- Determine whether complaints have been received concerning the agency's failure to meet the needs of LEP individuals.

## DISSEMINATION OF THE CITY OF LEWISTON LEP PLAN

The LEP plan will be posted on the City's Human Resources web page with instruction and information on how to access language services for translation resources needed. Additionally, signs will be posted at City Hall notifying LEP persons of the LEP Plan.

# City of Lewiston Title VI Complaint Form

Title VI prohibits discrimination on the basis of race, color or national origin in programs or activities receiving federal financial assistance. This form may be used to file a complaint with the City of Lewiston based on violations of Title VI of the Civil Rights Act of 1964, as amended. You are not required to use this form; a letter that provides the same information may be submitted to file your complaint. Complaints must be filed within 180 days from the date of the alleged discrimination. The following information is necessary to assist the City in processing your complaint. If you require assistance in completing this form please contact the Human Resource Department at [hr@cityoflewiston.org](mailto:hr@cityoflewiston.org) or 208-746-3671.

|                                                                                                                                                                                                                                                                                            |        |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| <b>SECTION 1:</b>                                                                                                                                                                                                                                                                          |        |
| Name:                                                                                                                                                                                                                                                                                      | Date:  |
| Address:                                                                                                                                                                                                                                                                                   |        |
| Telephone:                                                                                                                                                                                                                                                                                 | Email: |
| <b>SECTION 2:</b>                                                                                                                                                                                                                                                                          |        |
| Name of person (if known), department or program that discriminated:                                                                                                                                                                                                                       |        |
| Dates of alleged discrimination:                                                                                                                                                                                                                                                           |        |
| If your complaint is in regard to discrimination in the delivery of services or discrimination that involves the treatment of you by a person, the City, or City department indicated above, please indicate below the basis on which you believe these discriminatory actions were taken. |        |
| ____ Race ____ Color ____ Age ____ Disability ____ Religion ____ National Origin ____ Sex ____ Income                                                                                                                                                                                      |        |
| Please explain as clearly as possible what happened. Provide the name(s) of witness(es) and others involved in the alleged discrimination. (Attach additional sheets, if necessary, and provide a copy of written material pertaining to your case.)                                       |        |
|                                                                                                                                                                                                                                                                                            |        |
| Signature:                                                                                                                                                                                                                                                                                 | Date:  |



Please return completed form to: Human Resources, 1134 F Street, Lewiston ID, 83501 or faxed to 208-298-0925 or emailed to [hr@cityoflewiston.org](mailto:hr@cityoflewiston.org). *Please note that the City of Lewiston prohibits retaliation or intimidation against anyone because that individual has either taken action or participated in action to secure rights protected by policies of the City. Please inform the person listed above if you feel you were intimidated or experience perceived retaliation in relation to filing this complaint.*



## CITY COUNCIL MEETING AGENDA ITEM HISTORY/COMMENTARY

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|
| <b>ITEM TITLE</b><br>RESOLUTION 2023-10                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>AGENDA NO.</b><br><br><b>AGENDA DATE:</b> February 13, 2023 |
| <b>ITEM HISTORY (PREVIOUS COUNCIL REVIEWS, ACTION RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)</b><br><br><p>The City has conducted numerous studies of the Downtown Lewiston area over the years to map existing infrastructure and to plan for future improvements. In order to eliminate cost and disruption to citizen's lives and livelihood in Downtown Lewiston, the City is proposing a scoping study to combine all of the previously adopted plans in order to identify and schedule for infrastructure improvements that will be the most fiscally responsible and considerate to Downtown Lewiston businesses and residents.</p> <p>In February 2022, Council approved a Local Professional Services Agreement (PSA) for a scoping study with Horrocks Engineers, Inc. which would compile all of the data collected within previous Downtown Lewiston plans in order to chart a path forward for future improvements to wastewater, water, stormwater, and transportation facilities in Downtown Lewiston.</p> |                                                                |
| <b>ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS, ETC.) Please identify any or all impacts this proposed action would have on the City budget and/or personnel resources.</b><br><br><p>Horrocks Engineers, Inc. provided City Council with a presentation with the draft scoping study's findings at the November 7, 2022 Work Session. The study provides phased plans for infrastructure improvements downtown which will assist the City with pursuing funding options and capital planning in the coming years.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                |
| <b>BUDGET IMPACT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                |
| <b>ACTION PROPOSED</b><br><br><p>Staff recommends that City Council approve Resolution 2023-10, adopting the 2022 Downtown Lewiston Infrastructure Scoping Study.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                |

**RESOLUTION 2023-10**

**A RESOLUTION APPROVING THE “DOWNTOWN LEWISTON INFRASTRUCTURE SCOPING STUDY” DRAFTED BY HORROCKS AND DATED DECEMBER 21, 2022**

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

SECTION 1: The “Downtown Lewiston Infrastructure Scoping Study” drafted by Horrocks and dated December 21, 2022 is hereby approved, a copy of which is attached hereto and incorporated herein as Exhibit A.

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

**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

**CITY OF LEWISTON**

By: \_\_\_\_\_  
Daniel G. Johnson, Mayor

ATTEST:

\_\_\_\_\_  
Kari J. Ravencroft, City Clerk

**EXHIBIT A**  
**TO RESOLUTION 2023-10**





# Downtown Lewiston Infrastructure Scoping Study

December 21, 2022

Prepared by  
 Horrocks.





# Downtown Lewiston Infrastructure Scoping Study

December 2022

Prepared by



## Horrocks.



**Project Manager**

**Brian Belsby, P.E.**



**Project Engineer**

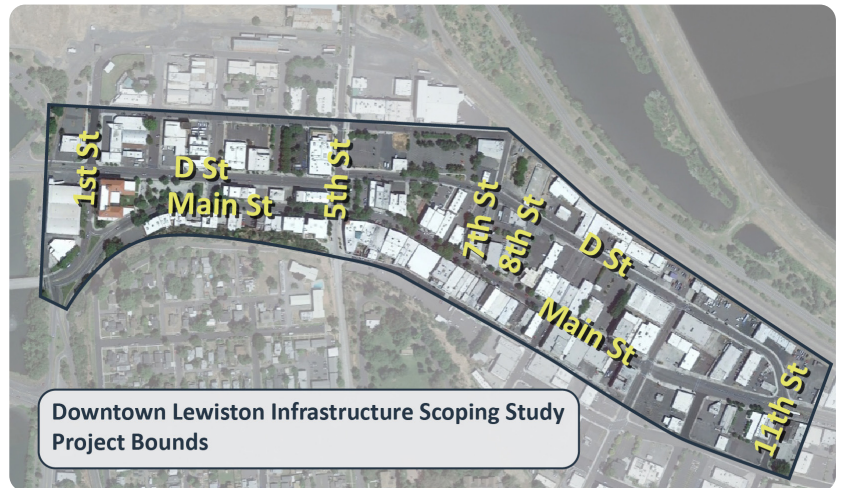
**Tyson Larson, P.E.**

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## Project Background

Lewiston's historic downtown core contains some of the oldest infrastructure in the city. Many of the existing public utilities are undersized and more than 100 years old. The City has initiated numerous planning studies over the past 15 years to identify critical issues; develop recommendations for replacement of water, sewer, and stormwater facilities; and evaluate improvements to traffic circulation, pedestrian access, and streetscape elements. Figure 1 shows the project bounds of The Downtown Lewiston Infrastructure Scoping Study.



*Figure 1. Location of Downtown Lewiston Infrastructure Scoping Study*

## Study Purpose

The purpose of this scoping study is to consolidate the information presented in the existing master plans, studies, and GIS data to develop a comprehensive infrastructure improvement plan for the downtown core that will help the City transition into an implementable project. There are thousands of pages of published data discussing improvements needed in downtown Lewiston. Each previous study was typically focused on a single portion of the infrastructure system. Consequently, it has been difficult for the City to effectively utilize this large volume of uncoordinated data to advance with funding procurement, design, and construction.

Reconstruction of this area will involve an extensive amount of work, both above and below grade. Local business access will be limited by construction activities, so it is critical to minimize street and sidewalk closures. This may be achieved by combining underground utility upgrades and street improvements into a single project. This construction model was successfully implemented in the Lewiston 2015 Infrastructure Repair and Replacement Program and further recommended in the 2019 Lewiston Downtown Master Plan. Compared to the traditional approach of completing water, sewer, stormwater, or street improvements separately as individual projects, combining these elements will provide the following benefits:

- Shorter overall duration of construction
- Reduced construction costs for overall project
- Only one period of street/sidewalk closure per project area

Coordination of improvements for the various infrastructure elements will be integral to the success of projects in the downtown core.

Another goal of this study is to transition the recommendations from the previous master plans into exhibits that present the relevant information in a concise, visual format.



## Existing Resources

The information contained within the following documents and resources was reviewed and utilized to make decisions regarding proposed transportation alternatives, utility replacement, and construction phasing.

**Table 1. Existing Resources**

| Transportation and Streetscape Elements                              | Underground Infrastructure                                                   |
|----------------------------------------------------------------------|------------------------------------------------------------------------------|
| Lewiston-Clarkston Downtown Circulation Plan<br>(WGM Group, 2011)    | 2018 Wastewater Master Plan Update<br>(Keller Associates)                    |
| Lewiston-Clarkston Wayfinding Plan<br>(WGM Group, 2011)              | 2019 Water System Facility Plan<br>(Mountain Waterworks)                     |
| Main & D Corridor Study<br>(Keller Associates, 2014)                 | 2019 Stormwater Master Plan Update<br>(Aspect Consulting, Keller Associates) |
| Lewiston Downtown Master Plan<br>(BDS Planning & Urban Design, 2019) | 2021 Water System Facility Planning Study<br>(Mountain Waterworks)           |
| Lewiston Main & D Feasibility Study<br>(Keller Associates, 2020)     | 2021 Stormwater Master Plan<br>(Keller Associates)                           |
| 2020 Transportation Plan<br>(David Evans & Associates)               | City of Lewiston Vault Inventory/Assessment<br>(TD&H Engineering, 2016)      |
|                                                                      | City of Lewiston GIS                                                         |

## Public Involvement

Downtown leaders and key stakeholders have been pivotal over the years in providing insights and guidance to the City as it studied and created master plans for various needs in downtown Lewiston. For this study, it was most important to extract information from those with expert knowledge of the area; the public will be engaged closer to construction and when a complete funding package is imminent.

A Stakeholder Working Group meeting with the City of Lewiston, Horrocks, and local stakeholders and leaders took place on August 2, 2022, at the Downtown Lewiston Library Event Space. The purpose was to present the project overview and discuss and gather feedback on the proposed design alternatives for the downtown circulation and roadway and pedestrian features. This feedback was used to develop final recommendations for transportation improvements and construction phasing. Appendix A includes the full summary report for the Working Group meeting.

## Underground Infrastructure Recommendations

Appendix B includes exhibits for water, sanitary sewer, stormwater, and sidewalk vaults that depict existing conditions and deficiencies for each category. The existing system maps are also accompanied by data tables that summarize specific details for each identified pipe or structure according to the City's GIS. Appendix C presents the overall recommended utility improvements within the downtown core study area.

### Water

The 2019 Water System Facility Plan outlines the following criteria for prioritizing water transmission and distribution main replacement:

- High hydraulic inefficiency
- Fire flow deficiency
- Service to critical public facilities or commercial/industrial areas
- Improving transmission from other service levels
- Pipe age and diameter

In addition to these items, the proposed downtown transmission main Project 1, discussed in the 2021 Water System Facility Plan Study, is currently progressing with preliminary design efforts. The proposed alignment of this transmission main ultimately controls which sections of the water system should be replaced first, along with initial construction phasing for the downtown core. Replacement of hydrants and hydrant lines was assumed, unless recently installed or the hydrant line is ductile iron and at least 6 inches in diameter. Only one hydrant line in the study area was found to be smaller than 6 inches, which is not allowed by Idaho Administrative Code. Refer to Appendix B, Exhibits B1.1 through B1.5, and Appendix C, Exhibit C1.1, for details and recommendations for the existing water mains, fire lines, and fire hydrants.

### Sanitary Sewer

The primary deficiency of the sanitary sewer system is that nearly half of the pipes within the study area are clay tile pipes which are approaching, or have already exceeded, the expected service life. One major challenge of the necessary sewer improvements will be rehabilitation of the 24-inch and 36-inch concrete trunklines that convey a significant portion of the City's sewage. The condition of the sewer trunklines is documented in the 2018 Wastewater Master Plan Update (WWMP), based on CCTV inspection data. Further inspection of these lines should be performed to determine structural integrity, but this may not be possible due to the pipes typically operating at a nearly full condition, according to the City. Based on discussions with Public Works, the most feasible solution to repair or prolong the life of these trunklines may be through trenchless technologies such as cured-in-place piping (CIPP), which was assumed for this study. Trenchless technology repair is also one of the improvement alternatives suggested in the WWMP. However, full replacement of the 36-inch trunkline in Main Street, between New 6th Street and 9th Street, is necessary to modify the pipe slope as outlined in the WWMP, alternatively, a bypass interceptor may be installed from near 12th Street, along the Dike Bypass, to the South Shore Lift Station to alleviate flows through this section. Refer to Appendix B, Exhibits B2.1 through B2.5, and

Appendix C, Exhibit C2.1 for details and recommendations for the existing sewer mains and manholes.

## Stormwater

The stormwater system contains a significant amount of clay tile and vitrified clay pipe, which should all be replaced. According to the 2019 Stormwater Master Plan, all City stormwater pipes are recommended to be a minimum of 12 inches in diameter to prevent clogging from debris. Within the study area, approximately 25% of the existing stormwater pipes are less than 12 inches in diameter, so these were also identified for replacement, except for pipes located in Brackenbury Square or the 2015 D Street Infrastructure Repair and Replacement project area. The condition of most stormwater structures is not currently documented in GIS, so full replacement was assumed to provide cost estimates for the worst-case scenario. Refer to Appendix B, Exhibits B3.1 through B3.6, and Appendix C, Exhibit C3.1, for details and recommendations for the existing storm drains, manholes, and catch basins.

## Dark Fiber & Dry Utilities

The 2019 Lewiston Downtown Master Plan clearly communicates that road reconstruction projects provide an excellent opportunity for the Port of Lewiston to install dark fiber in the downtown core. Continued coordination between the City and the Port will be critical to ensure this opportunity is effectively utilized. Other utility providers such as Sparklight, Avista, and CenturyLink, typically have franchise agreements with the City, and are responsible for relocation or improvement costs associated with their respective facilities.

## Sidewalk Vaults

Many of the historic downtown buildings were constructed with underground vaults that are located in the public right-of-way. These vaults are a potential hazard to the public in the event of structural failure and must be filled in or upgraded. Full street reconstruction provides an opportunity to include this work in the project, if the vault owner agrees to let it be filled-in and abandoned. Otherwise, vault owners will be responsible for upgrading the vault to the satisfaction of the City. Refer to Appendix B, Exhibits B4.0 through B4.2, for details regarding the existing sidewalk vaults.

## Downtown Transportation Recommendations

The transportation recommendations provided in this study seek to meet the community's desire to have a more walkable, safer, and beautiful downtown area to facilitate small business growth and improve quality of life for residents and visitors. Significant planning and community engagement surrounding the downtown area has already been conducted over the last 15 years. The goal of this effort is to bring together multiple plans and studies to advance projects and policies that are relevant to today's needs and community vision, without "reinventing the wheel." The stakeholder working group, local businesses, Lewis and Clark Metropolitan Planning Organization (MPO), City staff, and others provided guidance on important aspects to focus on, including the need for curbside management practices (loading zones), better pedestrian crossings, and recommendations for phasing circulation and parking management. A final infographic was developed that highlights the recommendations for downtown and can be found in Appendix D, the Downtown Transportation Recommendations infographic.

The study process is summarized in Figure 2 below:



*Figure 2. Transportation Recommendation Process*

## Existing Conditions Overview

The study team collected information about existing land uses, crash data, and existing infrastructure standards as well as insufficient infrastructure like missing sidewalks or poorly marked crossings. This data was coupled with findings from previous studies including the 2020 Transportation Plan and the Lewiston Downtown Master Plan and compiled into an existing conditions infographic, found in Appendix D. Wide pedestrian sidewalks with landscaping, lighting, and some outdoor dining exist on Main Street. The sentiment from the stakeholder working group was to expand those amenities and offer additional programming to bring people to Main Street. Some crossings are marked, and several have pedestrian-activated flashing beacons. D Street has sidewalks in varying widths and conditions, and some sections have no sidewalks. Neither Main Street or D Street have marked bicycle facilities.

## Circulation & Infrastructure Improvements

A suite of project recommendations has been developed based on existing adopted plans and stakeholder engagement. In summary, the stakeholder feedback prioritized:

- Two-way traffic on Main Street
- Traffic calming measures for comfortable and visible pedestrian crossings
- Parking policy recommendations
- Curbside management strategies
- Future street tree mitigation plans

## Cross Sections

Main Street and D Street vary in width throughout the downtown area. Multiple cross sections are provided to illustrate the difference in right-of-way. A range of widths are provided for each element to indicate that the extent of travel lanes, sidewalks, etc. may differ depending on the context of each location.

**MAIN STREET.** The Lewiston Downtown Master Plan, initiated by Beautiful Downtown Lewiston (BDL), recommends converting Main Street to accommodate two-way traffic and maintaining D Street as a one-way eastbound road. This study is advancing that recommendation, as confirmed by the stakeholder working group in August 2022, and can be found in Appendix D. See Figure 3 on the following page for existing and proposed cross sections for Main Street.





Figure 3. Existing Main Street and Proposed Two-Way Main Street Cross Sections

In congruence with the Lewiston Downtown Master Plan, bike sharrows are recommended on Main Street to improve visibility of bicyclists and encourage motorists to share the road. No changes to right-of-way width or pedestrian space are recommended at this time.

**D STREET.** The typical cross section for D Street will remain the same. Recommended improvements to the streetscape include widening sidewalks, adding in a park strip to buffer pedestrians, improving crossing visibility, and adding center medians or refuge islands where appropriate. The concept of converting D Street to a two-way street was discussed with the stakeholder group, but will require further traffic analysis to determine the feasibility and phasing of that potential change. See Appendix D for the comprehensive infographic of recommended downtown improvements and figure 4 below for existing cross sections. The proposed cross sections look identical to what is found below, as roadway widths and lane configurations remain the same; rather, improvements to the streetscape sidewalks and crossings are the focus for D Street.

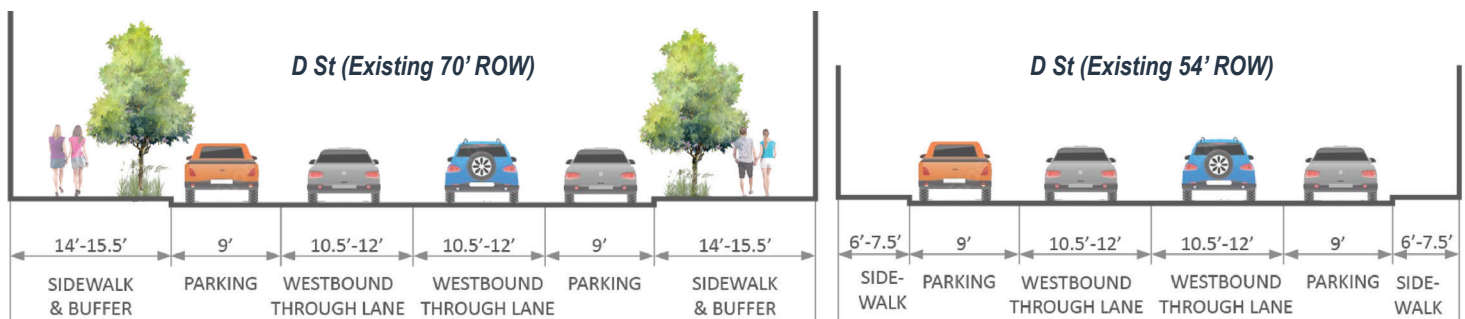
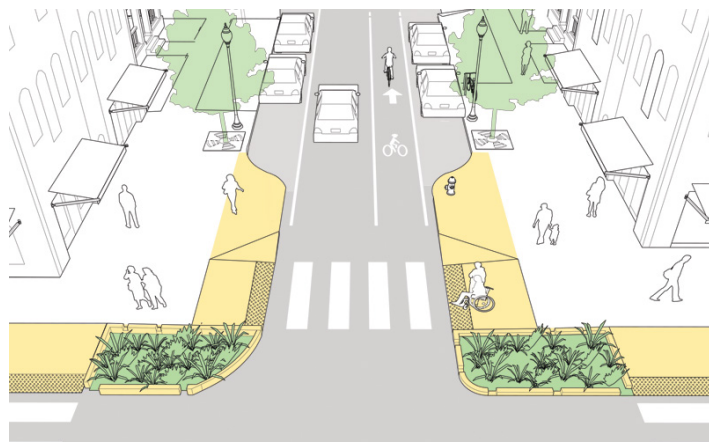


Figure 4. Existing 70' D Street Right of Way and Existing 54' D Street Right of Way Cross Sections

## Traffic Calming Measures for Pedestrian Crossings

Traffic calming measures provide visual cues to motorists to slow speeds and anticipate a mix of modes and uses including people walking, riding bicycles, and accessing bus stops and businesses. Traffic calming is often implemented in the form of infrastructure and can activate Lewiston's downtown core by implementing key strategies. The City has successfully implemented many elements on Main and D Streets that are significant enhancements for traffic calming, like on-street parking to provide visual friction for people driving, enhanced signalized pedestrian crossings, street trees, and activated sidewalks on Main Street. Figure 5 shows an example of traffic calming strategies.



*Figure 5. Traffic Calming Infrastructure, National Association of City Transportation Officials (NACTO)*

Additional spot improvements are found in Appendix D. These spot improvements will help provide comfort for pedestrians and also reduce the speeds of motorists and encourage drivers to use an alternate route that has a reduced travel time, like the Dike Bypass Road. Recommended traffic calming measures include:

- Implementing two-way traffic to improve crosswalk visibility and reduce traffic speeds
- Improving pedestrian crossings, paint treatments, and overall visibility of crossings
- Adding pedestrian refuge islands and bulb outs on D Street where feasible
- Including additional pedestrian-activated flashing beacons at unsignalized crossings
- Providing colored, stamped concrete intersections and crosswalks
- Adding roundabouts
- Adding chicanes or road narrowing bulbs to create undulating path for motorists

Additional measures that are impactful in reducing motorist speeds are speed humps, raised crosswalks, and raised intersections. There was conflicting support for treatments due to weather and snow removal concerns, as well as overall maintenance needs. This treatment can still be considered in the future for any areas that may warrant additional infrastructure. Figure 6 shows a combination of bulbouts, a speed table and landscaping



*Figure 6. Traffic Calming Infrastructure, NACTO*



When implementing traffic calming measures, it is important to deploy a suite of treatments to be most effective. Some considerations when applying calming projects are to:

- Consider user's needs – are there many elderly people or children?
- Do emergency service vehicles have the appropriate access?
- Does the treatment match the pedestrian activity in the area and the adjacent land uses?
- Can some of the treatments have benefits for existing or future transit service?

## Parking Management Strategies

Stakeholder feedback consistently requested additional guidance on developing parking strategies to improve wayfinding to parking areas and educate on availability and locations of parking. As Main Street and D Street continue to evolve and draw residents and visitors, a comprehensive parking management policy is recommended. While this study effort was not equipped to analyze and provide a robust parking policy for downtown Lewiston, some strategies should be considered and advanced in future plans. Success may look like:

- High-level parking goals that reflect adopted plans and policies of Lewiston
- Early adoption of technology (primarily mobile) to manage and educate on private and public parking options for users
- A plan to collect and manage data
- Dynamic demand-based pricing that values the space in the urban center
- Parking policies integrated closely with any other curbside management strategies (e.g. loading zones)
- An enforcement plan

Many businesses and stakeholders expressed a strong desire to keep on-street parking. Current on-street parking infrastructure, particularly the 45-degree angled parking, is a valid tool for traffic calming and visual friction.

## Curbside Management Policies

Curbside management is the practice of prioritizing curb space to maximize how it functions. There are many users of the street, with many trip purposes, and understanding those and programming time to them gives the curbside area its best and highest use. Many of the concerns over parking, business access, delivery needs, and placemaking can be addressed with a strong curbside management policy. This policy should:

- Prioritize curbside use by adjacent land use types
- Have management policies in key areas that see high activity and could benefit from more turnover
- Include a digital inventory of how the curb space is used to understand dynamics

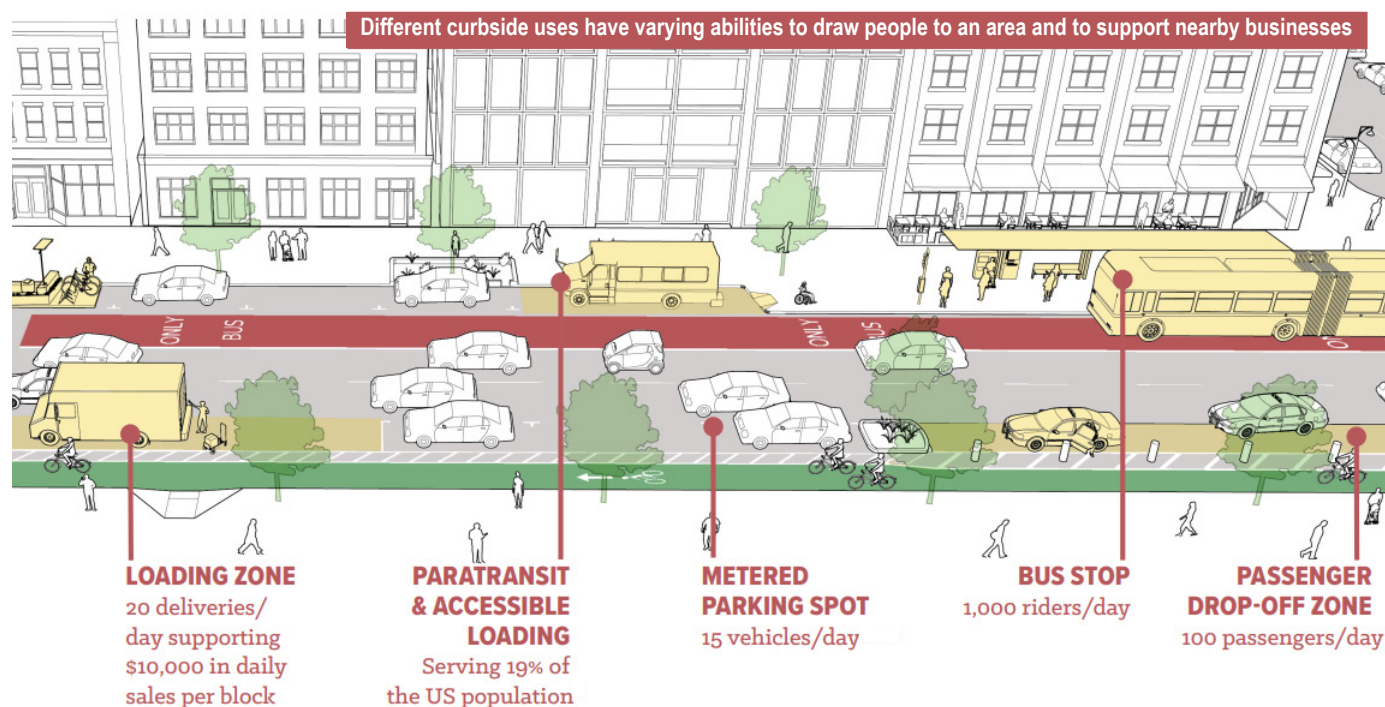
Appendix D provides some suggested areas where curbside management policies could be implemented as a pilot program. Additional zones and streets can be added over time as land use changes. Suggestions for the City to consider include:

**Restricting deliveries** – Freight loading and unloading can be restricted to off-peak hours, like early morning before businesses are publicly open, and in specified curbside zones.

**Public loading zones** – The same zones identified for deliveries can also transfer to public parking but be structured to incentivize high turnover. Offering 15-minute loading zones in areas where people are running errands, grabbing a coffee, or picking up kids should incentivize short parking times and keep those crucial locations available for quick trips.

**Rideshare zones** – During evening hours, allocating some curbside areas for rideshare pick-up and drop-off can be helpful to alleviate double parking and congestion on Main and D Streets. Most rideshare companies can build in pick-up and drop-off zones into their mobile app platform that will tell riders where to wait. Local taxis and shuttle companies are often happy to adapt. Signage on the street can identify these zones by using numbers or letters.

**Public parking zones** – One- or two-hour public parking will be ideal on most sections of Main Street, incentivizing business access, restaurant use, and more. Multi-hour public parking may be appropriate in some of the zones that are also used for deliveries and rideshare at certain times of day to maximize curbside use. Figure 7 shows examples of curbside management strategies.



*Figure 7. Curbside Management Strategies from the NACTO Curb Appeal Guide*

Challenges will include developing signage that clearly and simply explains the uses and times of day, educating people during the initial trial period before enforcement begins, and working with businesses to address their needs to access and educate on successful curbside management strategies.



## Street Tree Best Management Practices

Street trees provide shade, a pedestrian buffer zone, traffic calming, and placemaking for downtown Lewiston. However, the existing trees on Main Street have proven to be difficult to maintain, and have damaged historic buildings, vaults, and sidewalks. While the long-term plan should include phasing out these trees and replacing them with better-performing options, the following practices are also recommended in the near-term:

**Pruning** – Existing trees shall be pruned annually to control growth habits and remove branches that pose a hazard to adjacent buildings or roadways. Pruning should be completed by a licensed arborist and done using standard practices that will establish strong healthy trees that will resist wind and snow loading.

**Removal** – Trees that are causing excessive heaving to sidewalks and roadways or are affecting building foundations shall be removed and replaced. Replacement trees shall be approved by the City and shall be selected to fit the proposed space. In general, tight spaces adjacent to buildings should be planted with narrow columnar trees that have a more compact growth habit. Larger spaces that are void of adjacent buildings can be planted with more typical street trees.

**Root barrier apparatus** – Where new trees are planted either in new areas or as replacements for trees removed, root zone barriers shall be installed to prevent root growth into sidewalks, roadways, and adjacent hardscapes. Where park strips are long and uninterrupted, the barriers shall be installed along the roadway and along the sidewalk to a minimum depth of 4 feet. Where trees are located in tree wells or surrounded by hardscape on three or more sides, the root zone barrier shall be installed on all four sides a minimum of 5 feet from the trunk of the tree and to a minimum depth of 2 feet.

**Deep root zone watering system** – In all scenarios (new or retrofit), it is suggested that street tree irrigation be achieved through deep root zone watering systems vs. surface irrigation. This will encourage roots to extend vertically in the soil rather than horizontally and will alleviate heaving of adjacent hardscapes.



Figure 8 Street Tree Management, NACTO



## Construction Phasing

Due to the overall scale of the project, existing high-density development, and significant number of businesses, construction phasing will be essential to the success of the project. Phasing is necessary to divide the project into manageable sections, which also facilitates funding procurement since allocation of funding agency resources to each recipient is limited.

The construction phasing recommendations presented in Appendix E, Exhibit E1.0 are based on the following objectives for the project:

- Make Simultaneous improvements for streets, pedestrian facilities, and underground utilities
- Prioritize upgrades for critical water, sewer, and stormwater system deficiencies
- Coordinate with other anticipated projects in the downtown core
- Divide into manageable sections
- Minimize business closures and delays
- Maintain pedestrian access

## Project Cost

The total preliminary cost estimate for the project is approximately \$35 million. Cost data from the existing resource documents, along with bid tabulations provided by the City from projects completed in downtown Lewiston over the last several years, was used as guidance to select unit costs for the improvement items as outlined in Table 2 below. Refer to Appendix F for additional cost estimation data.

**Table 2. Preliminary Cost Estimate**

| DOWNTOWN LEWISTON INFRASTRUCTURE IMPROVEMENTS       |                                                                |      |                    |             |                     |
|-----------------------------------------------------|----------------------------------------------------------------|------|--------------------|-------------|---------------------|
| Item No.                                            | Description                                                    | Unit | Estimated Quantity | Unit Price  | Bid Price           |
| 1                                                   | Mobilization (10%)                                             | LS   | 1                  | \$1,872,000 | \$1,872,000         |
| 2                                                   | Traffic Control (8%)                                           | LS   | 1                  | \$1,498,000 | \$1,498,000         |
| 3                                                   | Surveying, Right-of-Way, Construction Staking                  | LS   | 1                  | \$250,000   | \$250,000           |
| 4                                                   | Full Width Street Demolition (HMA, Curb & Gutter, Sidewalks)   | LF   | 9533               | \$160       | \$1,525,280         |
| 5                                                   | Full Width Street Improvements (HMA, Curb & Gutter, Sidewalks) | LF   | 9533               | \$430       | \$4,099,190         |
| 6                                                   | Street Trees & Landscaping (Main Street & D Street)            | LF   | 6114               | \$50        | \$305,700           |
| 7                                                   | Street Signage, Ped Lights, and Striping Improvements          | LS   | 1                  | \$300,000   | \$300,000           |
| 8                                                   | Traffic Signals (1st & D, 3rd & Main, 5th & Main, 9th & Main)  | EA   | 4                  | \$550,000   | \$2,200,000         |
| 9                                                   | Roundabout Intersection (1st & Main, 11th & Main/D)            | EA   | 2                  | \$1,500,000 | \$3,000,000         |
| 10                                                  | 16" Ductile Iron Water Main, Valves, Fittings, & Appurtenances | LF   | 3554               | \$370       | \$1,314,999         |
| 11                                                  | 12" Ductile Iron Water Main, Valves, Fittings, & Appurtenances | LF   | 4705               | \$240       | \$1,129,087         |
| 12                                                  | 8" Ductile Iron Fire Line                                      | LF   | 136                | \$175       | \$23,749            |
| 13                                                  | 6" Ductile Iron Fire Line                                      | LF   | 748                | \$150       | \$112,257           |
| 14                                                  | Reconnect Water Service                                        | EA   | 120                | \$2,400     | \$288,000           |
| 15                                                  | Replace Fire Hydrant Assembly and Lead Line to Main            | EA   | 14                 | \$12,000    | \$168,000           |
| 16                                                  | Replace Fire Hydrant                                           | EA   | 2                  | \$7,600     | \$15,200            |
| 17                                                  | Trenchless Repair (CIPP) - 24" or 36" Sewer Pipe               | LF   | 2649               | \$300       | \$794,745           |
| 18                                                  | 8" PVC Sanitary Sewer Main                                     | LF   | 5066               | \$140       | \$709,225           |
| 19                                                  | 10" or 12" PVC Sanitary Sewer Main                             | LF   | 608                | \$160       | \$97,318            |
| 20                                                  | 36" PVC Sanitary Sewer Main                                    | EA   | 486                | \$275       | \$133,672           |
| 21                                                  | Abandon Sewer Main & Reconnect Sewer Services                  | LS   | 1                  | \$20,000    | \$20,000            |
| 22                                                  | Replace Sewer Manhole, 10-ft Max Depth                         | EA   | 7                  | \$7,750     | \$54,250            |
| 23                                                  | Replace Sewer Manhole, 20-ft Max Depth                         | EA   | 31                 | \$12,000    | \$372,000           |
| 24                                                  | Replace Sewer Manhole, 25-ft Max Depth                         | EA   | 2                  | \$15,000    | \$30,000            |
| 25                                                  | 18" HDPE Stormwater Main                                       | LF   | 635                | \$180       | \$114,235           |
| 26                                                  | 12" HDPE Stormwater Main                                       | LF   | 3565               | \$130       | \$463,450           |
| 27                                                  | Replace Storm Manhole, 5-ft Max Depth                          | EA   | 6                  | \$5,000     | \$30,000            |
| 28                                                  | Replace Storm Manhole, 10-ft Max Depth                         | EA   | 15                 | \$7,500     | \$112,500           |
| 29                                                  | Replace Storm Manhole, 15-ft Max Depth                         | EA   | 3                  | \$10,000    | \$30,000            |
| 30                                                  | Replace Stormwater Catch Basin                                 | EA   | 78                 | \$5,000     | \$390,000           |
| 31                                                  | Sidewalk Vault Remediation                                     | EA   | 32                 | \$20,000    | \$640,000           |
| CONSTRUCTION SUBTOTAL                               |                                                                |      |                    |             | \$22,092,857        |
| SALES TAX (6%)                                      |                                                                |      |                    |             | \$1,325,571         |
| TOTAL CONSTRUCTION COST                             |                                                                |      |                    |             | \$23,418,429        |
| CONTINGENCY (20%)                                   |                                                                |      |                    |             | \$4,683,686         |
| DESIGN, CONSTRUCTION MANAGEMENT, & INSPECTION (25%) |                                                                |      |                    |             | \$5,854,607         |
| ADMINISTRATION & LEGAL (5%)                         |                                                                |      |                    |             | \$1,170,921         |
| TOTAL PROJECT COST (2022)                           |                                                                |      |                    |             | <b>\$35,127,643</b> |

Table 3 provides a summary of the anticipated costs for each of the proposed construction phases depicted in Appendix E. Since the global economy has been highly volatile recently, the percentage of the total project cost for each phase is also included to assist future cost estimating and funding procurement efforts. Note that Phase 6, along with a portion of Phase 2, is not within the limits of the study area, and is excluded from the cost estimates.

*Table 3. Cost by Phase*

| PROJECT COSTS FOR PROPOSED PHASES (2022) |                |                    |
|------------------------------------------|----------------|--------------------|
| Phase                                    | Estimated Cost | % of Total Project |
| 1                                        | \$16,984,894   | 48%                |
| 2                                        | \$733,935      | 2%                 |
| 3                                        | \$7,993,736    | 23%                |
| 4                                        | \$6,399,059    | 18%                |
| 5                                        | \$3,016,019    | 9%                 |





## Appendix A:

# Downtown Lewiston Infrastructure Scoping Study 2022

## Working Group Meeting Summary



## Downtown Lewiston Infrastructure Scoping Study 2022

### Working Group Meeting Summary

#### Project Overview

The City of Lewiston is conducting an Infrastructure Scoping Study to identify the geographic limits and scope of an upcoming project to construct needed downtown infrastructure improvements. Since 2008, the City has completed studies for storm drainage, water system repairs, sanitary sewer repairs, traffic circulation, and street improvements. The current study team identified and prioritized the essential improvements and costs from each of the original studies and transitioned them into an implementable downtown project.

#### Working Group

Downtown leaders and key stakeholders have been pivotal over the years in providing insights and guidance to the City as it studied and master planned various needs in downtown Lewiston. For the Scoping Study, it became apparent after talking to several leaders, including Beautiful Downtown Lewiston (BDL) and City staff, that hosting a Working Group meeting with specific participants rather than an open house for the broader public would lead to the most effective feedback for this high-level phase. The consensus was that the public would be more engaged when the designs are finalized, and construction is funded and imminent, and at this stage it was most important to extract information from those with expert knowledge of the area.

The Working Group meeting with the City of Lewiston, Horrocks Engineers, and local stakeholders and leaders took place on Tuesday, Aug. 2, 2022, at the Downtown Lewiston Library Event Space. The purpose was to present the project overview and discuss and gather feedback on the proposed design alternatives for the Downtown circulation, and roadway and pedestrian features. Horrocks worked with BDL and City staff to identify the Working Group members based on past involvement and interest, location in downtown, influence and impact in the City, and potential impact from the proposed changes. See the meeting overview and the complete list of members below. **Appendix A.1** includes the working group presentation.

#### Working Group Meeting Overview

- **Purpose** – Present the project overview and discuss and gather feedback on the proposed design alternatives for the Downtown circulation, and roadway and pedestrian features.
- **Format** – Presentation and roundtable discussion about needs and proposed design alternatives.
- **Location** – Downtown Lewiston Library Event Space
- **Date, Time** – August 2, 1-3 p.m.



#### Attendees

#### Downtown Lewiston Infrastructure Scoping Study: Working Group Meeting Attendance, Aug. 2, 2022

| Name                    | Title                             | Organization                                          | Email                                                                                              |
|-------------------------|-----------------------------------|-------------------------------------------------------|----------------------------------------------------------------------------------------------------|
| Brenda Morgan           | Executive Director                | Beautiful Downtown Lewiston                           | <a href="mailto:director@beautifuldowntownlewiston.org">director@beautifuldowntownlewiston.org</a> |
| Tobe Finch              | President                         | Happy Day Restaurants                                 | <a href="mailto:tobe@happydayrestaurants.com">tobe@happydayrestaurants.com</a>                     |
| Vikky Ross              | Owner                             | Idaho Memories                                        | <a href="mailto:vikkyross@aol.com">vikkyross@aol.com</a>                                           |
| Dan Johnson             | Mayor                             | City of Lewiston                                      | <a href="mailto:danjohnson@cityoflewiston.org">danjohnson@cityoflewiston.org</a>                   |
| Becki Williams          |                                   | Brava's/Brock's                                       | <a href="mailto:becki@bravalewiston.com">becki@bravalewiston.com</a>                               |
| Nate VonLindern         |                                   | Avista                                                | <a href="mailto:Nathan.Vonlindern@avistacorp.com">Nathan.Vonlindern@avistacorp.com</a>             |
| Lisa Stoddard           |                                   | Community Action Partnership                          | <a href="mailto:l.stoddard@cap4action.org">l.stoddard@cap4action.org</a>                           |
| Branden Beier           |                                   |                                                       | <a href="mailto:brandenb@auscares.com">brandenb@auscares.com</a>                                   |
| Ben Harrington          | Superintendent                    | Landmark Property Group                               | <a href="mailto:harrington@lewiston.com">harrington@lewiston.com</a>                               |
| Caleb Latella           | CPA                               | Jurgens & Co, P.A.                                    | <a href="mailto:Caleblatella@jurgensco.com">Caleblatella@jurgensco.com</a>                         |
| Bruce Finch             |                                   | Happy Day Restaurants                                 |                                                                                                    |
| Taylor Rudd             | COO                               | St. Joseph Regional Medical Center                    | <a href="mailto:taylor.rudd@sirm.org">taylor.rudd@sirm.org</a>                                     |
| Shannon Grow            | Director                          | Lewis Clark Valley Metropolitan Planning Organization | <a href="mailto:director@lewiscClarkmipo.org">director@lewiscClarkmipo.org</a>                     |
| Tami Meyers             |                                   | Beautiful Downtown Lewiston/ Century 21               | <a href="mailto:tmeyers@21priceright.com">tmeyers@21priceright.com</a>                             |
| Jolene Cliffe           | Independent Living Advocate       | Disability Action Center                              | <a href="mailto:jolene@dacnw.org">jolene@dacnw.org</a>                                             |
| <b>City Staff</b>       |                                   |                                                       |                                                                                                    |
| Dustin Johnson          | Public Works Director             | City of Lewiston                                      | <a href="mailto:djohnson@cityoflewiston.org">djohnson@cityoflewiston.org</a>                       |
| Luke Antonich           | City Engineer                     | City of Lewiston                                      | <a href="mailto:lantonich@cityoflewiston.org">lantonich@cityoflewiston.org</a>                     |
| Katie Hollingshead      | Assistant Planner                 | City of Lewiston                                      | <a href="mailto:khollingshead@cityoflewiston.org">khollingshead@cityoflewiston.org</a>             |
| Laura Von Tersch        | Community Development Director    | City of Lewiston                                      | <a href="mailto:lvontersch@cityoflewiston.org">lvontersch@cityoflewiston.org</a>                   |
| Joel Plaskon            | City Planner                      | City of Lewiston                                      | <a href="mailto:jplaskon@cityoflewiston.org">jplaskon@cityoflewiston.org</a>                       |
| <b>Consultant Staff</b> |                                   |                                                       |                                                                                                    |
| Alexis Verson           | Planning Practice Lead            | Horrocks Engineers                                    | <a href="mailto:alexis.verson@horrocks.com">alexis.verson@horrocks.com</a>                         |
| Tyson Larson            | Associate Engineer                | Horrocks Engineers                                    | <a href="mailto:tyson.larson@horrocks.com">tyson.larson@horrocks.com</a>                           |
| Gemma Puddy             | Sr. Public Involvement Specialist | Horrocks Engineers                                    | <a href="mailto:gemma.puddy@horrocks.com">gemma.puddy@horrocks.com</a>                             |



## Working Group Feedback

Attendees of the working group meeting were divided into small groups to be briefed on several concepts and mapping exercises and then provided direct feedback on the maps and graphics displayed. The following materials were presented in detail with the groups, and feedback was provided on:

- Known concerns or issues to mitigate on Main and D Streets in the downtown core
- A summary of proposed improvements from previous planning efforts, including most pertinently, the 2019 Downtown Master Plan
- Proposed cross sections and circulation patterns for Main and D Streets

Stakeholders were grateful for the opportunity to do a deep dive into some of their main concerns as business owners, residents, property owners, community groups, and event planners in the area.

**Appendix A.1** provides several snapshots of the mapping exercise feedback collected.

### Feedback on Known Concerns

Working group participants agreed that speeding and pedestrian safety were top concerns for Main Street in the downtown core. Because of one-way traffic, and many drivers using this corridor to travel *through* downtown rather than *to* downtown, high speeds and a general lack of yielding to pedestrians was observed. Concerns over sightlines and visibility for pedestrians trying to cross two lanes of traffic was expressed by all.

Many groups focused on EMS services, below-grade vaults, and street tree concerns, expressing that each of these items present hardships on local businesses and building owners in some manner. Issues such as planters leaking water into vaults, lack of structural integrity, and significant maintenance requirements had attendees vocalizing interest in changing the way the street is landscaped in the future. The idea of promoting a vibrant, appealing downtown area was a common theme throughout the discussion.

Some conversations focused on parking, stating that existing parking for visitors was confusing and not well marked. Others verbalized concerns that on-street parking in front of businesses is inadequate. A desire to remove existing planters for more on-street parking was also indicated.

### Feedback on Proposed Circulation & Streetscape Amenities

There was consensus from the stakeholders that two-way traffic on Main Street would significantly benefit the local businesses and community. A desire to calm traffic speeds and provide safe crossings for pedestrians was of great importance. There was mixed support for implementing two-way traffic on D Street. Many participants indicated they were open to the idea but were in favor of incremental changes over time, focusing on converting Main Street first, before impacting the community with another circulation change on D Street.

In order to advance two-way traffic on Main Street, participants indicated it was extremely important to create a freight or loading zone plan to accompany it. Examples for freight management included:



- Designating deliveries at certain times of day
- Designating delivery and loading zones, which may be regulated by time of day as well
- Identifying businesses that have poor access for deliveries and developing mitigation strategies
- Understanding that two-way traffic and truck deliveries would become an issue for traffic flow

Several attendees indicated specific locations for crosswalk and signalization improvements, as well as a desire to advance the roundabout treatments at either end of the downtown core as shown in the 2011 Downtown Circulation Plan and the 2019 Downtown Master Plan.

### Feedback on Construction Phasing

Two top themes were apparent from the feedback given on the construction phasing approach, without consensus surrounding either option:

1. Full street reconstruction to reduce the overall duration of each phase and mitigate long term impacts to businesses.
2. Utilize half street reconstruction to provide better access to businesses during construction activities, but this would extend the overall duration to complete each phase.

Option one was seen favorably because many business owners felt it could create an opportunity to reopen the sidewalk spaces on Main Street faster, and present a unified front in summer programming, e.g., street festivals, live music, beer gardens, and a general draw to downtown. Option two was favored by many as strong fears about keeping businesses afloat during construction were expressed, particularly considering some recent examples of businesses closing in the downtown core.



**Appendix A.1:**  
**Downtown Lewiston**  
**Working Group Presentation Feedback August 2022**



# Downtown Lewiston Infrastructure Scoping Study



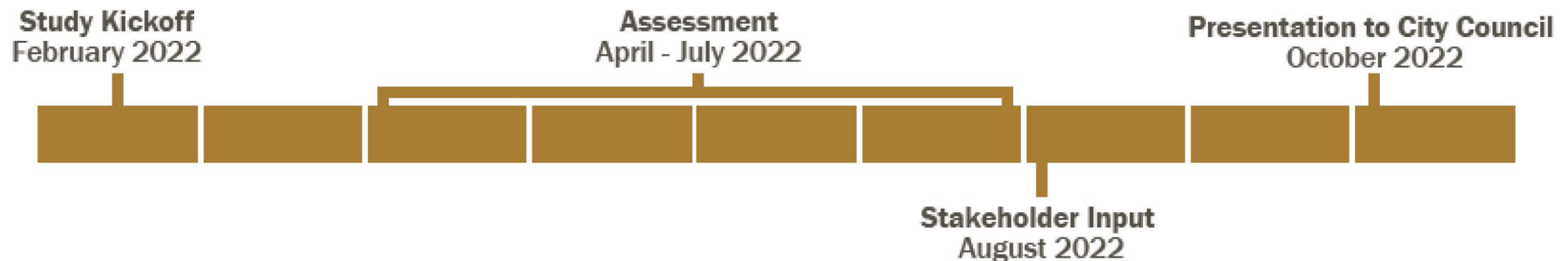


# PROJECT OVERVIEW



- Identify and prioritize improvements and costs for the reconstruction of Main Street and D Street in downtown
- Which will feed into an implementable project and then identify funding
- Leverage past planning work so as not to ‘reinvent the wheel’

## Timeline





# GOALS FOR TODAY



1. Review information gathered to date
2. Review preliminary recommendations for Main and D Streets
3. Breakout discussion:
  - What is missing?
  - What are the potential impacts of what is proposed?
  - Anything else we should know?
4. Group report back
5. Review next steps



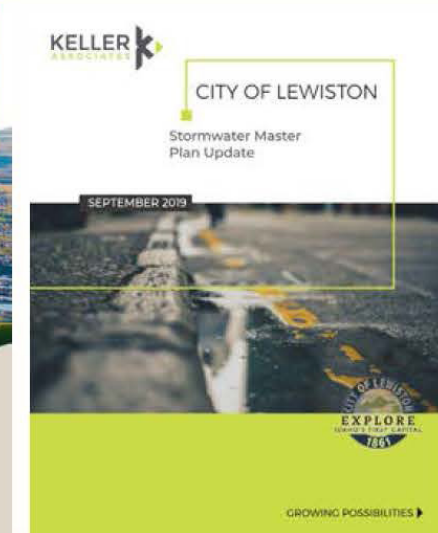
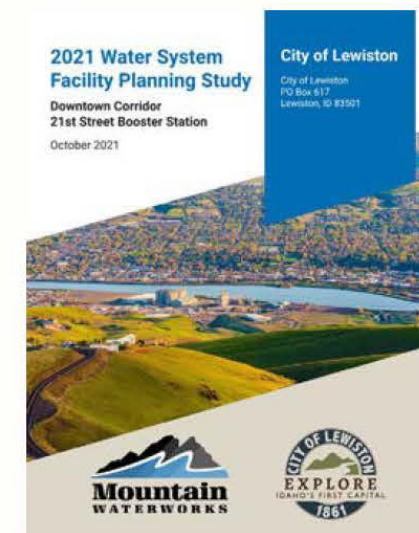
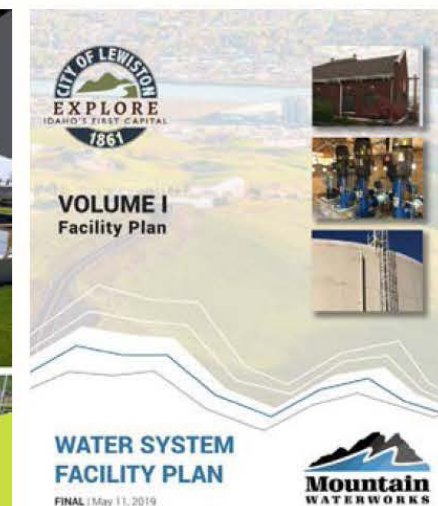
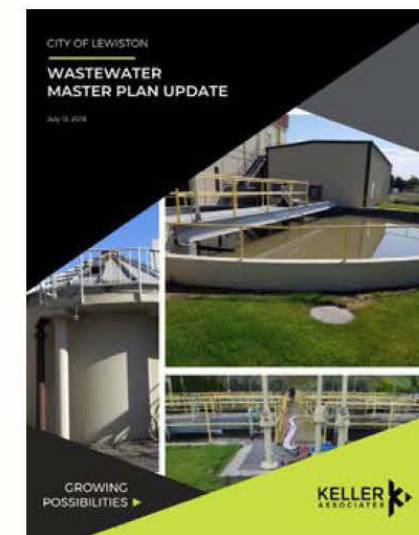


# INFORMATION GATHERING

## WATER, SANITARY SEWER, STORM DRAINAGE

Review of existing documents:

- 2018 Wastewater Master Plan Update
- 2019 Water System Facility Plan
- 2021 Water System Facility Planning Study
- 2021 Stormwater Master Plan







# INFORMATION GATHERING



## SIDEWALK VAULTS

### Potential Options:

- Abandon and let City fill in
- Pay costs to upgrade/repair during street construction and accept full responsibility for future maintenance

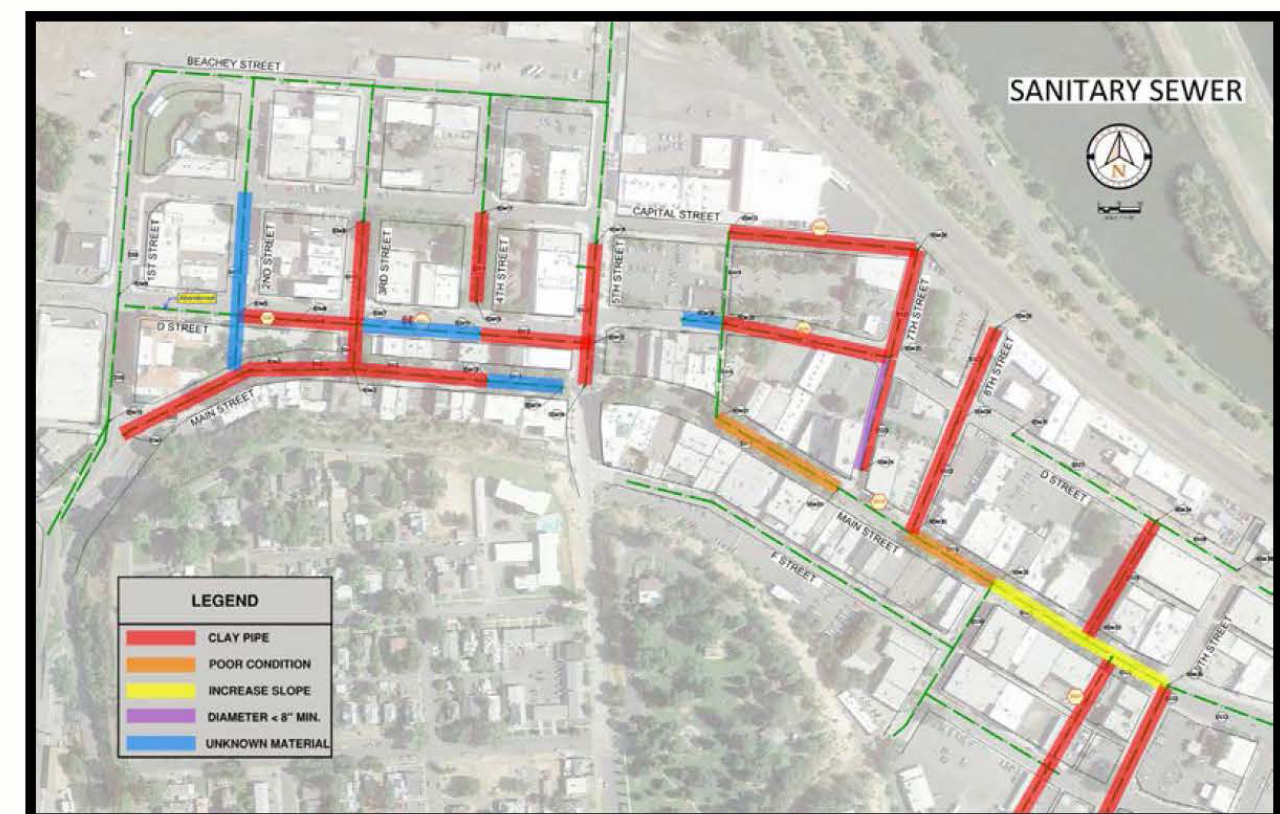
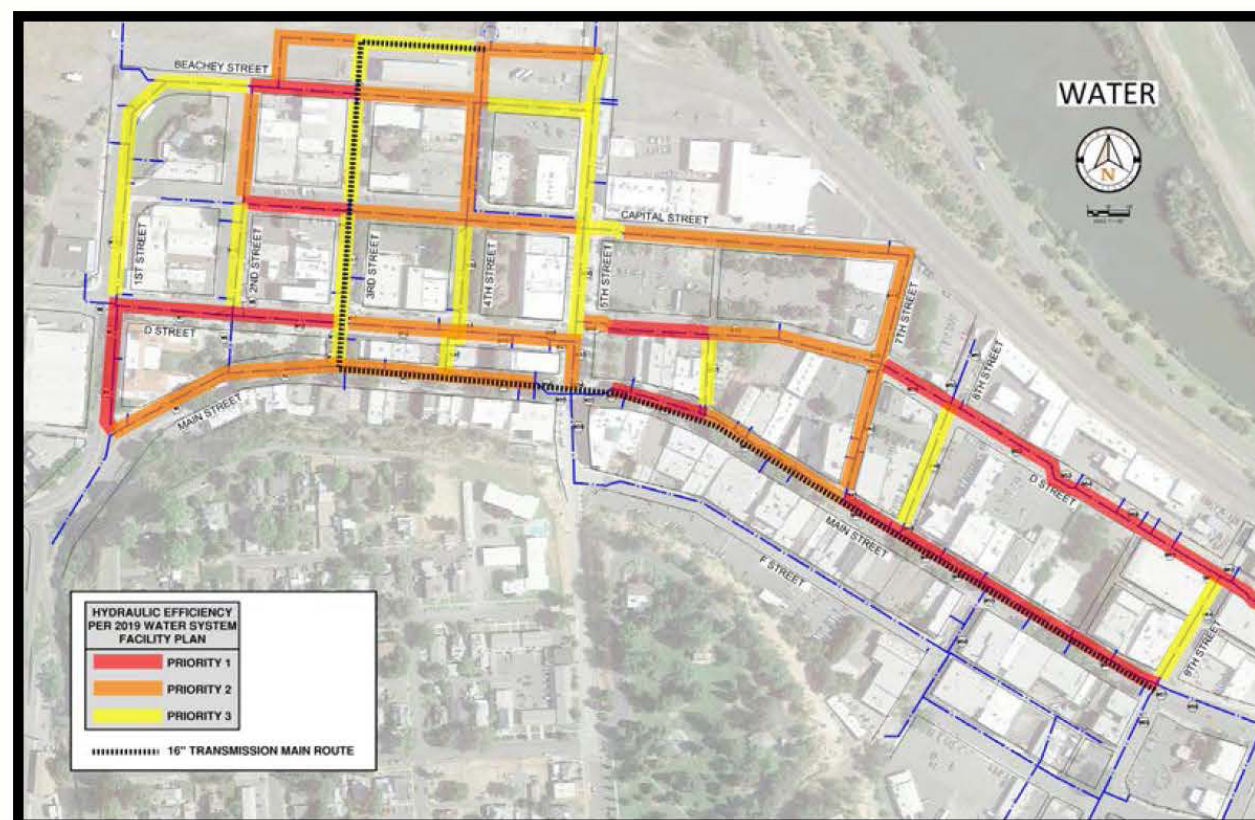






# PRIORITIES FOR PUBLIC UTILITIES

- Pipe age, material, and condition
- System capacity/bottlenecks (fire flow)
- Upcoming water transmission main replacement project







# INFORMATION GATHERING

The planning process included reviewing past planning efforts for downtown Lewiston, including:

- **Lewiston Downtown Master Plan, 2019\***
- **Main and D Street Feasibility Study, 2020\***
- **Main and D Corridor Study, 2014\***
- Lewiston Transportation Plan, 2020
- Lewiston-Clarkston Downtown Circulation Plan & Wayfinding Report, 2011

*\*instrumental guiding documents*







# KNOWN CONCERNS

Existing adopted plans, site visit inventorying, and crash data informed this map.



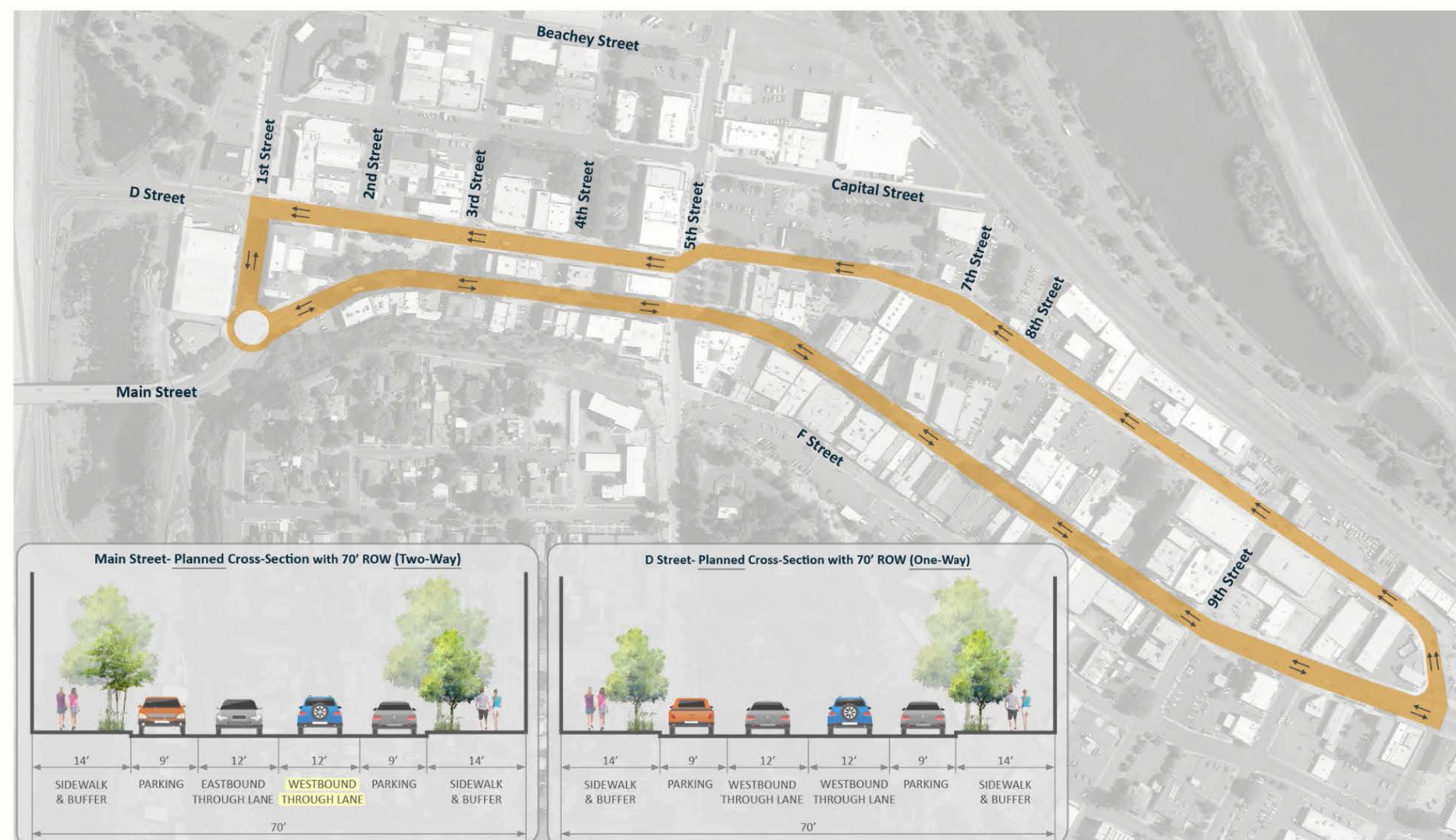




# PROPOSED CIRCULATION PLAN

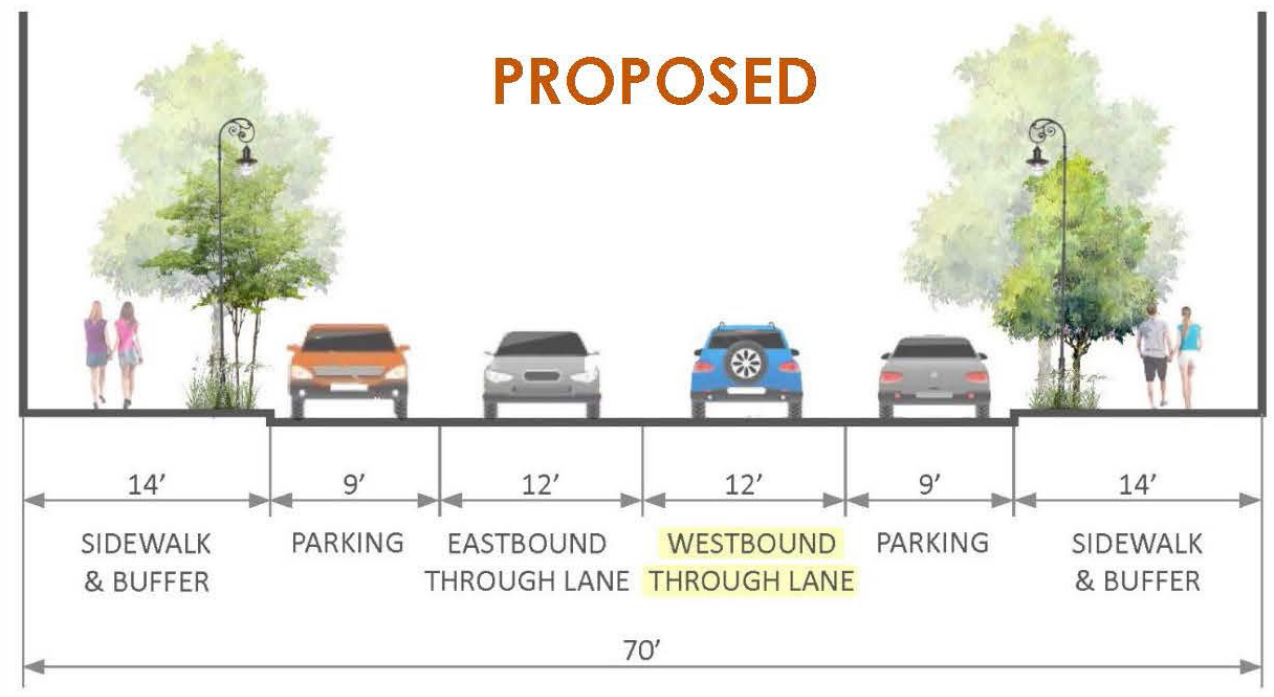
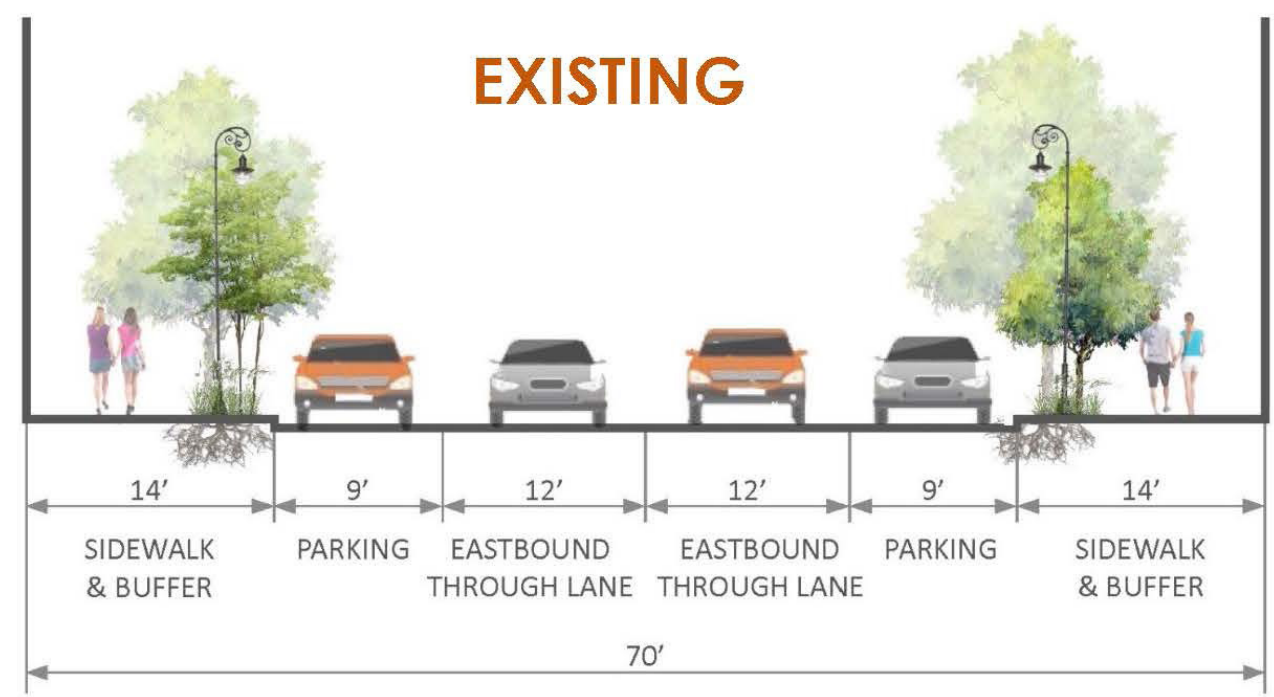
Downtown Master Plan  
Recommendation:

1. Two-way traffic on Main Street
2. One-way traffic maintained on D





# MAIN STREET

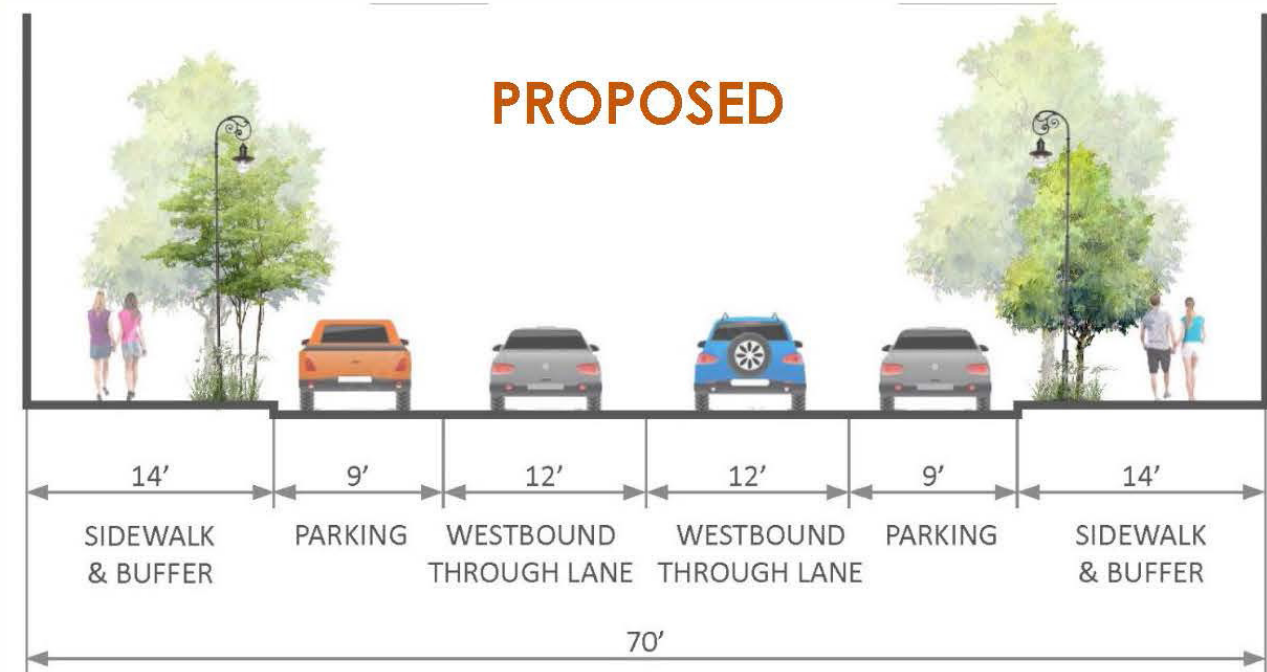
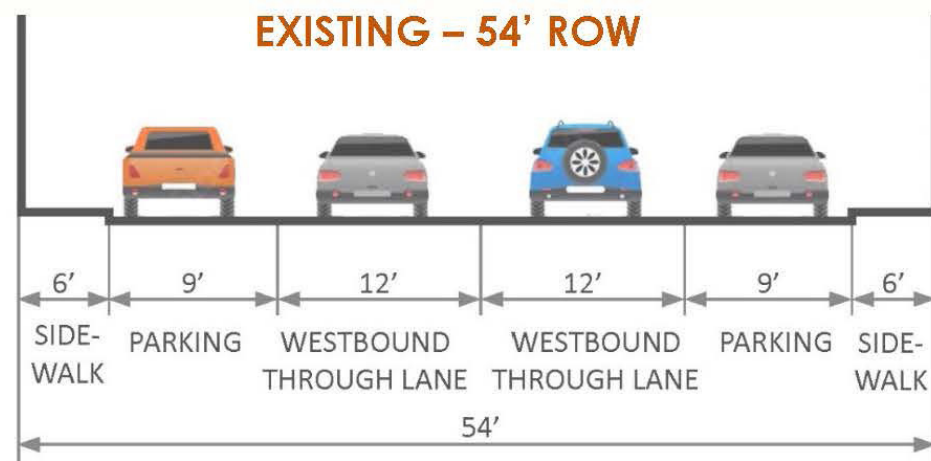
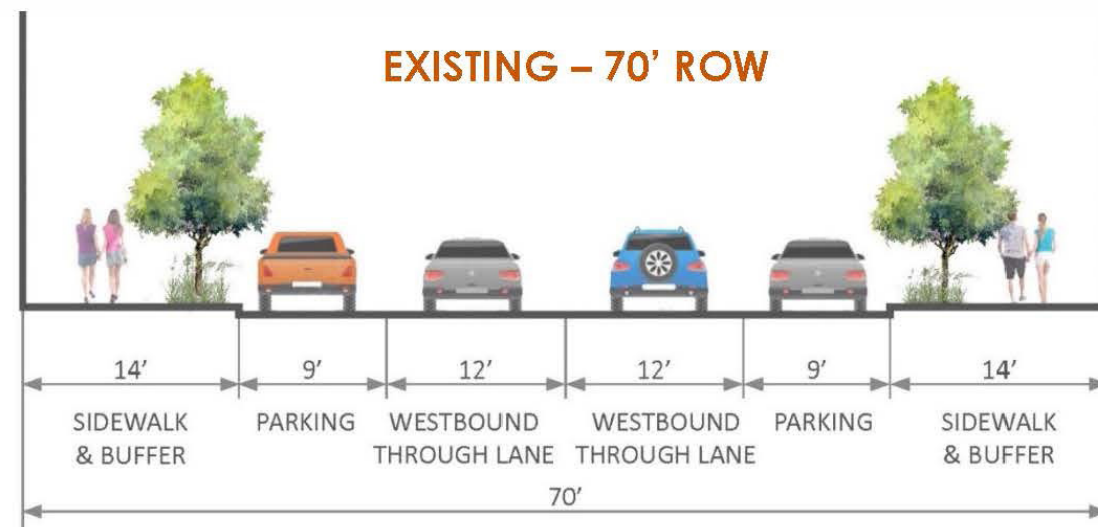


Primary recommendations include facilitating two-way traffic on Main Street, adding bike "sharrows", and enhancing visibility of pedestrian crossings.





# D STREET



*Primary recommendations include improvements to intersections, landscaping, and pedestrian refuge islands where appropriate.*



# ADDITIONAL TREATMENTS

1. Roadway Improvements
2. Sidewalk/Ped Improvements
3. Streetscape Improvements
4. Wayfinding Improvements







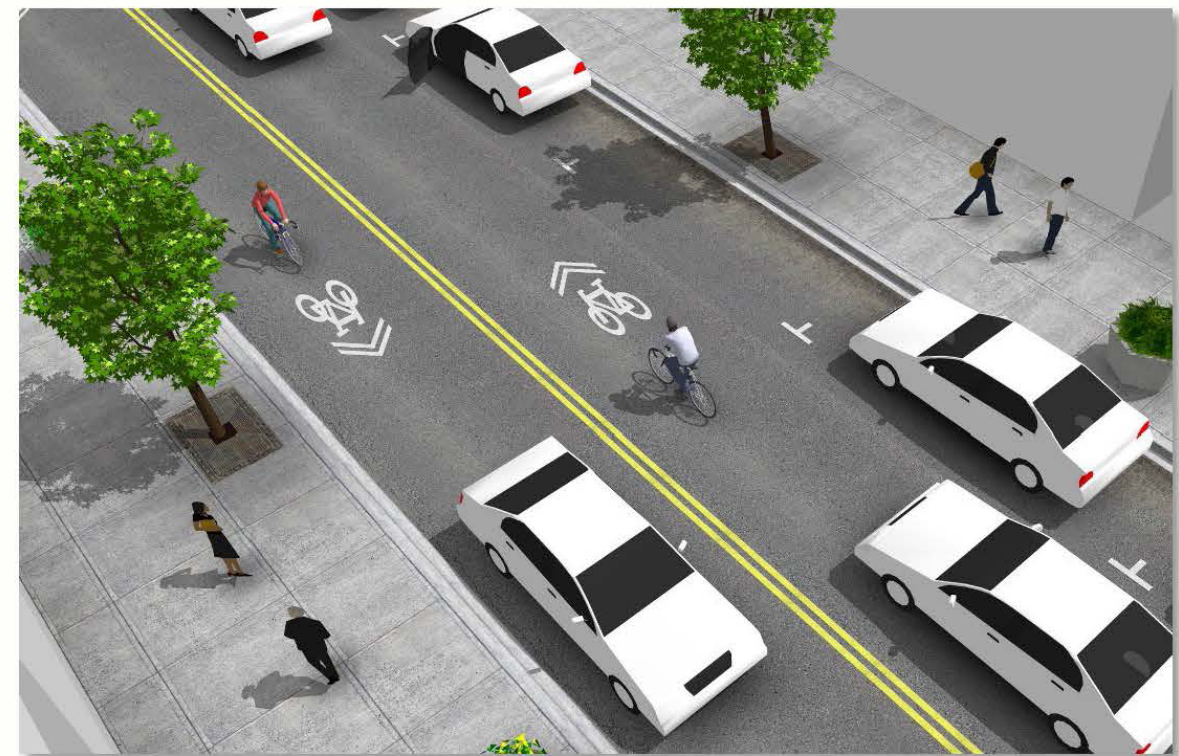
# 1. ROADWAY TREATMENTS



## Vertical Traffic Calming Elements

Assists with traffic calming, reducing vehicle speeds, and visually narrowing the roadway to provide friction.

*Image source: NACTO.org*



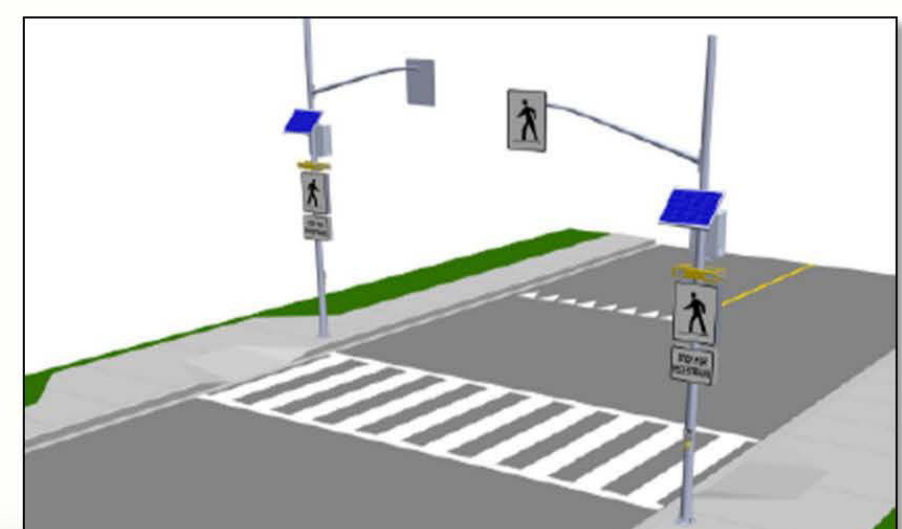
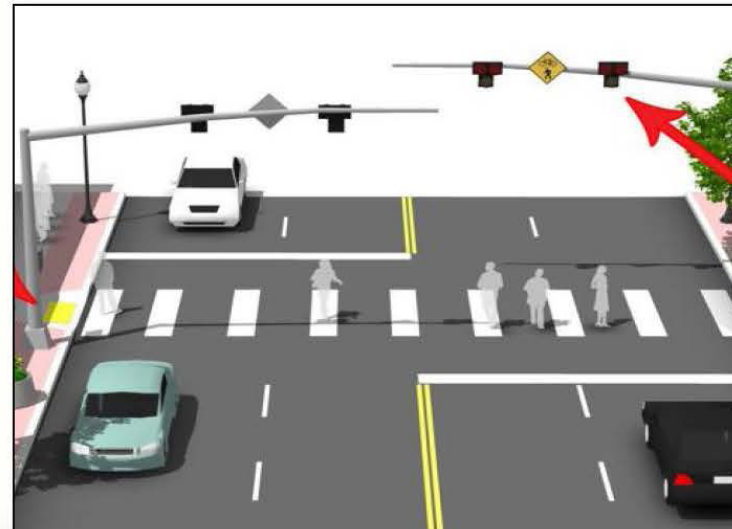
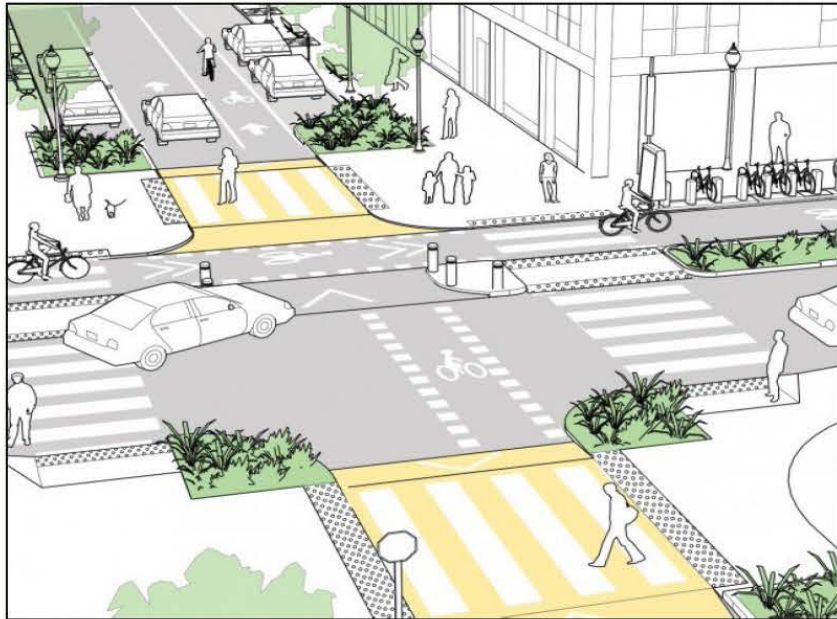
## Bicycle "Sharrows"

Painted sharrow symbols remind drivers to share the lane with bicyclists. They help balance the perception of what modes can use the roadway. Sharrows work well in low volume/speed environments where widths are constrained.





## 2. SIDEWALK/PED IMPROVEMENTS



**HORROCKS**  
ENGINEERS

[HORROCKS.COM](http://HORROCKS.COM)





# 3. STREETSCAPE IMPROVEMENTS



## Planters, Benches, Public Art, Street Lighting

Adds visual friction to assist with traffic calming; and provides a comfortable and vibrant pedestrian environment.



## Root Barriers

### Application:

- Cables
- Pipelines
- Sewers
- Foundations
- Pavements
- Gardens, sports grounds, parks and playgrounds
- Ponds and swimming pools
- The trees themselves

## Street Trees

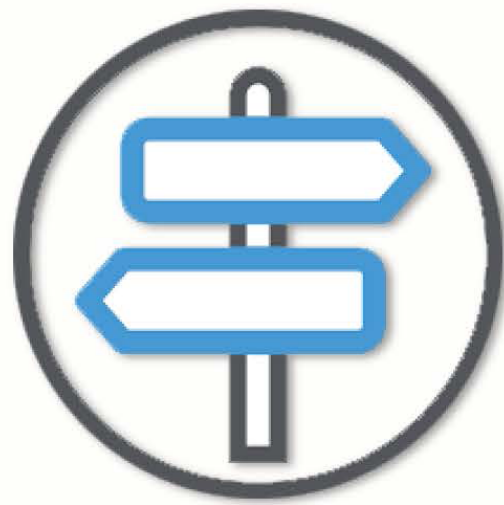
Phasing replacement of street trees and adding appropriate treatments to contain root systems.





# WAYFINDING IMPROVEMENTS

Wayfinding Signs



Public Parking Signs



Pedestrian Crossing Signs  
& Flashers



Shared Road Signs



*Update existing signage to accommodate two-way traffic, add 'Share the Road' signage with sharrow lane markings.*

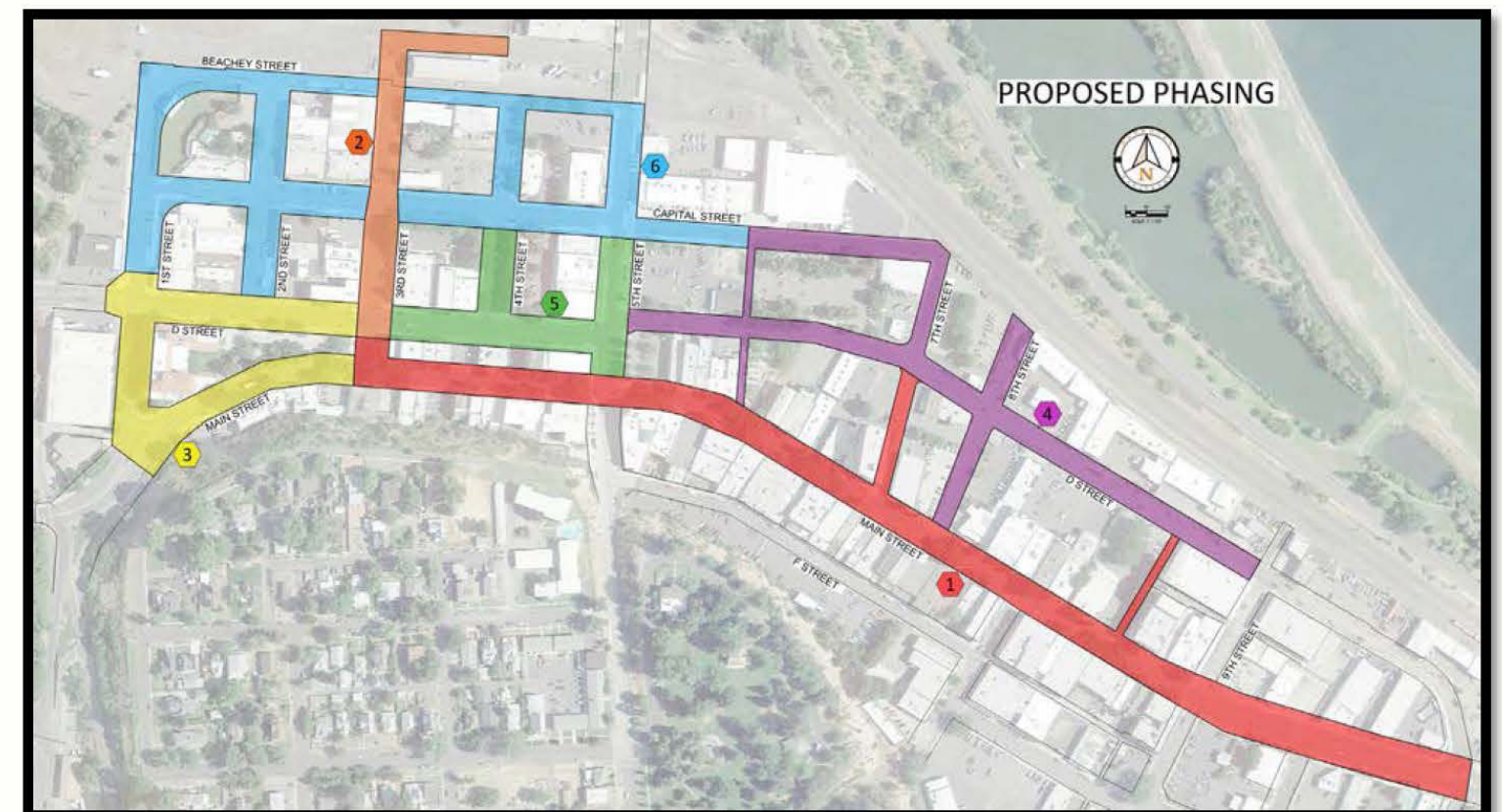




# CONSTRUCTION PHASING

- **Goals:**

- Combine utility and streetscape improvements
- Prioritize critical public utility upgrades
- Coordinate with upcoming projects
- Divide into manageable sections
- Minimize business closures and delays
- Maintain pedestrian access





# DISCUSSION

- Circulation Needs
  - What is important from a vehicular stance?
  - What is important from a pedestrian stance?
  - What impacts might you or your business experience with the proposed change?
  - Does your business have limited access if circulation changes?



# DISCUSSION

- Transportation Needs
  - What gaps exist in the network today?
    - Sidewalks, bike facilities, loading zones, crossings, parking, ADA accessibility
  - Are there particular areas that have greater needs?
  - What are some of the key destinations people are traveling to/from?





# DISCUSSION

- **Construction Needs**
  - What are your specific concerns during construction?
  - What are your expectations for reconstruction and closures?
    - Longer construction timeline but maintaining partial access
    - Shorter construction timeline but full segments of closures
    - Working hours for contractors – extended schedules
    - Circulation during construction
  - Do you have any input on phasing?





# DISCUSSION



- Future Needs
  - What does success look like for your community?
  - What does success look like for your agency or business?
  - Are there any land use changes or redevelopments we should know about?



# NEXT STEPS



1. Create a record of what we heard today
2. Make adjustments to the plan as needed
3. Finalize recommendations
4. Present to City Council (early October)
5. The City will formalize a funding and construction plan



# Downtown Lewiston: Infrastructure Scoping Study 2022 Working Group Feedback

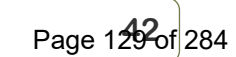




# Downtown Lewiston: Infrastructure Scoping Study 2022 Working Group Feedback









n Street

SIGNAL  
AWNING

Way finding to access  
the motorhome  
parking in Pond Park  
off "D" street &  
Levee Bypass.



Two Way traffic  
will slow traffic.  
Also, pedestrian  
crossing will be  
safer as the  
vehicles can see  
ped better.



Diagonal Parking  
to be maintained  
as is now. This  
diagonal was  
implemented by  
the 2008  
Parking Study.



et- Planned Cross-Section with 70' ROW (Two-Way)

Success = all new water,  
sewer, storm, new bridge.  
Fully occupied bldgs, more  
people on streets & sidewalks,  
more events, hrs, diversity of  
businesses & services, more night  
life.



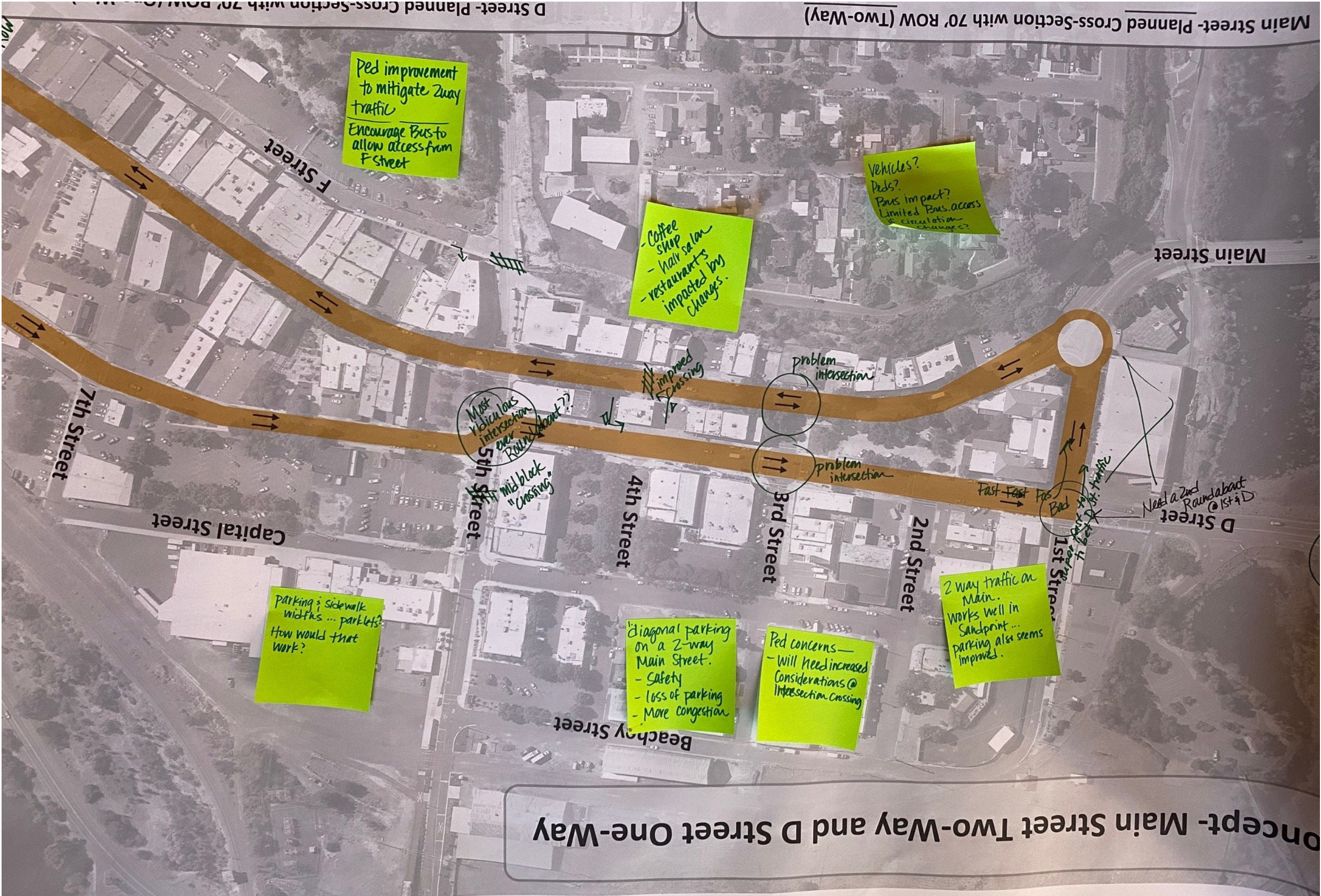


# Downtown Lewiston: Infrastructure Scoping Study 2022 Working Group Feedback



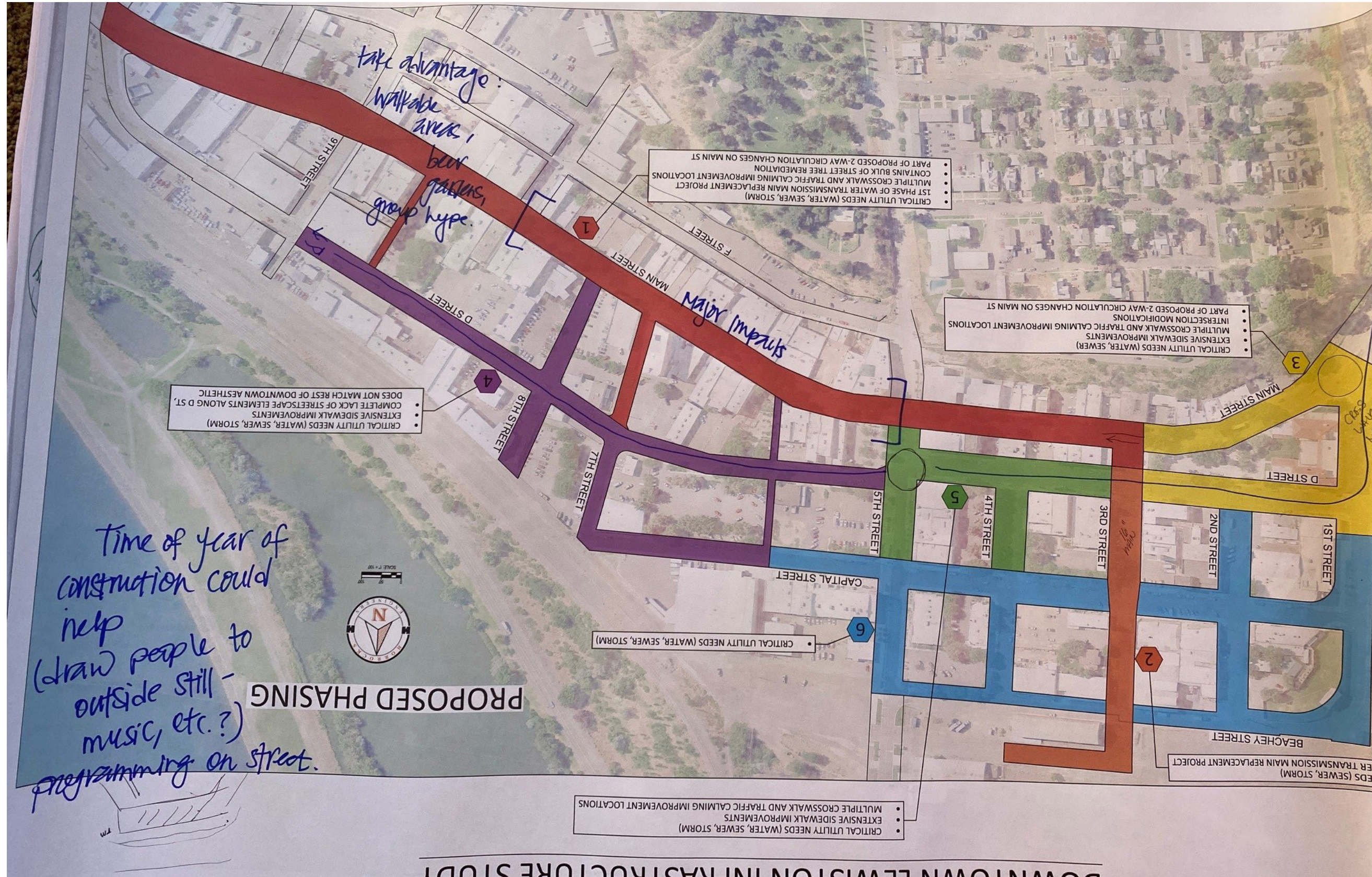


# Downtown Lewiston: Infrastructure Scoping Study 2022 Working Group Feedback

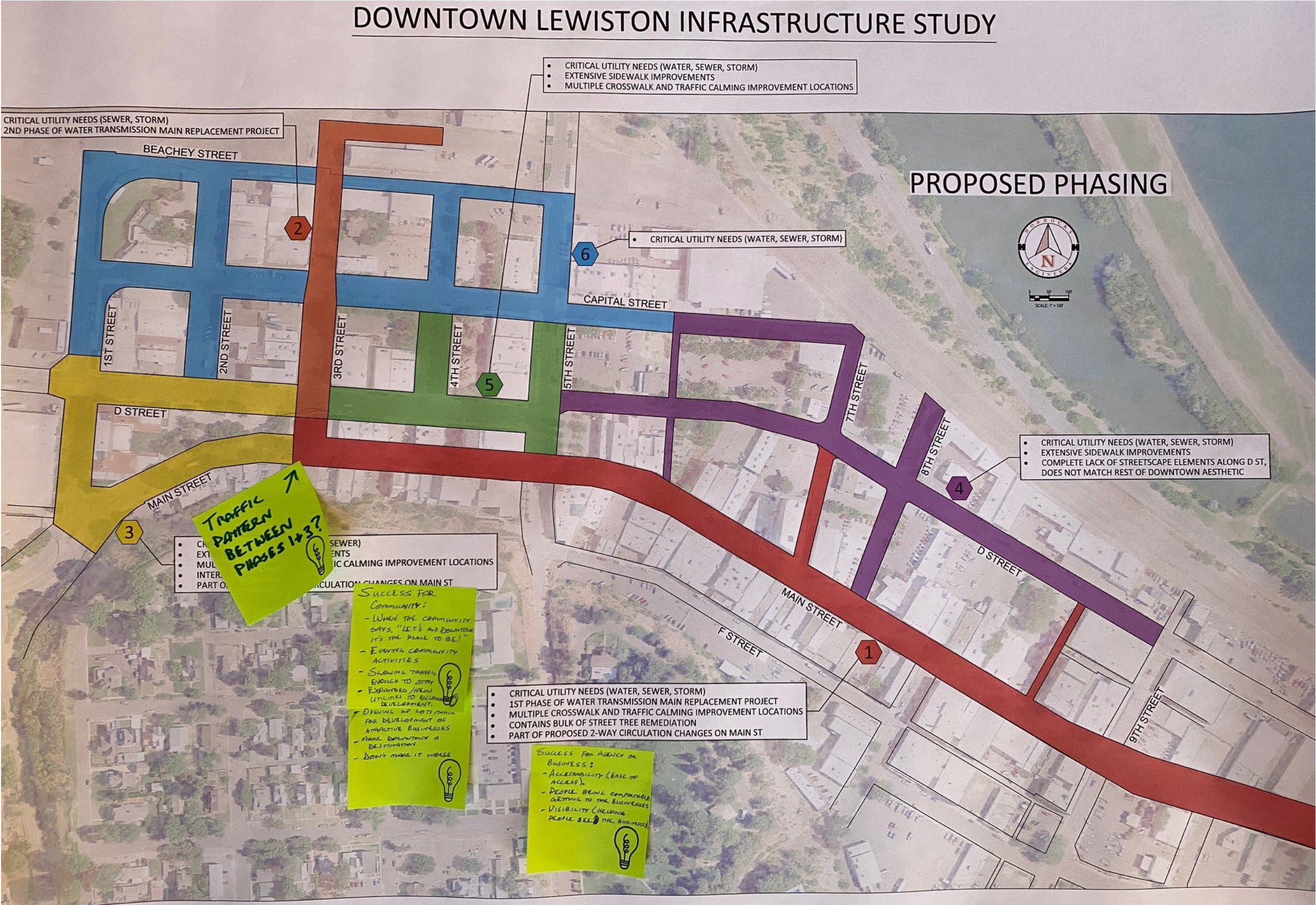




# Downtown Lewiston: Infrastructure Scoping Study 2022 Working Group Feedback







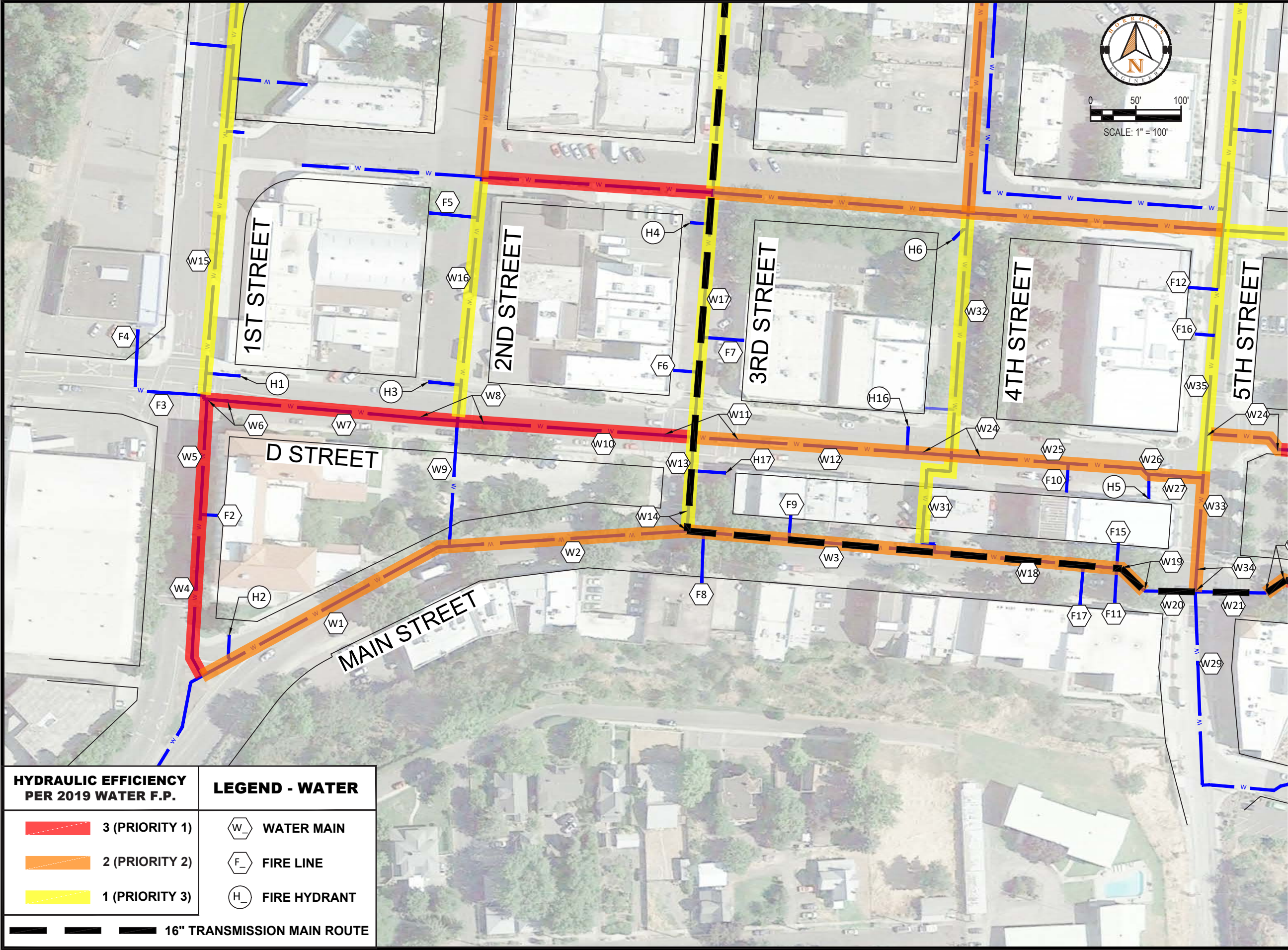




## Appendix B:

### Downtown Lewiston Existing Utilities

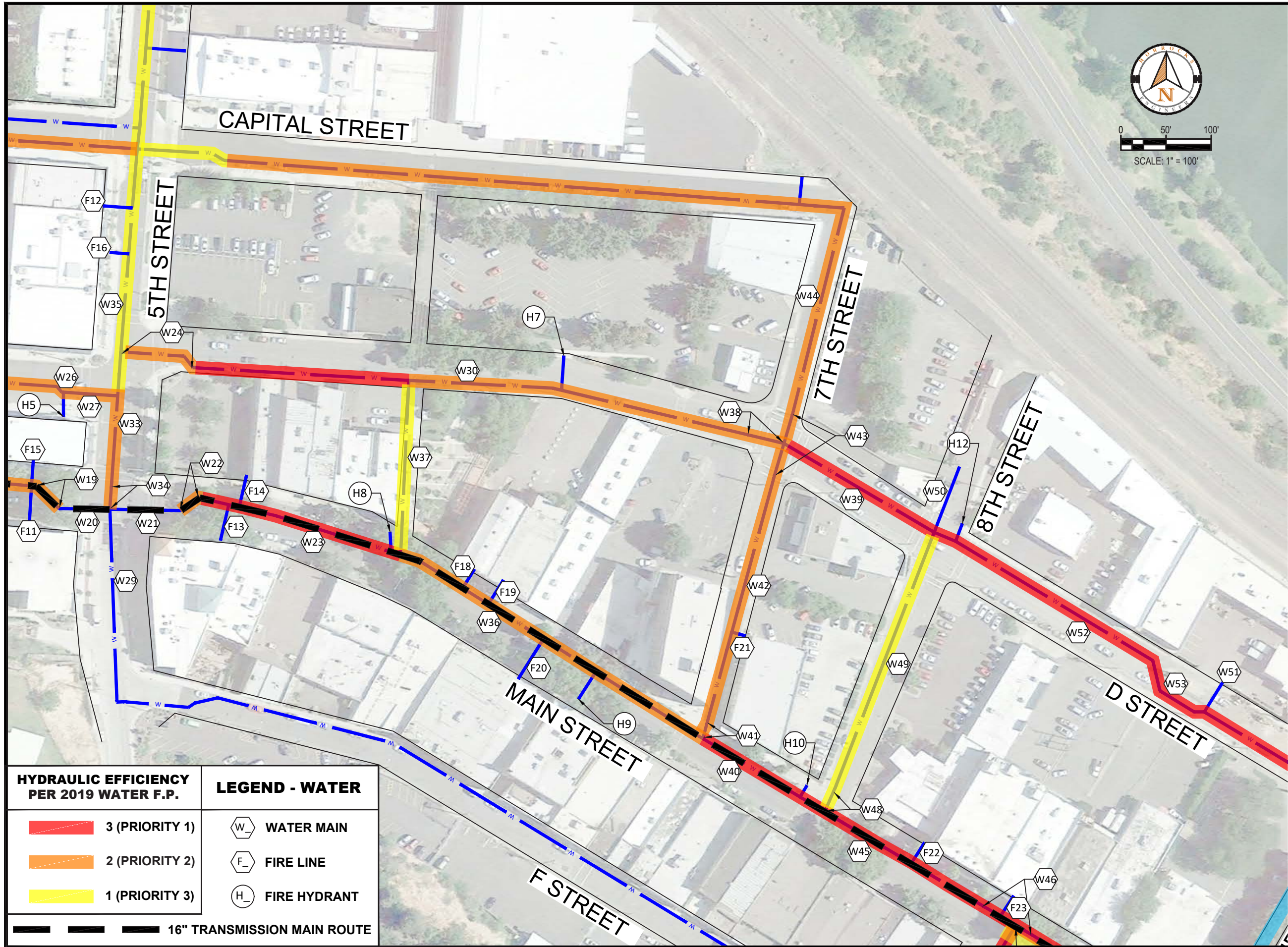




| HYDRAULIC EFFICIENCY PER 2019 WATER F.P. |                | LEGEND - WATER |              |
|------------------------------------------|----------------|----------------|--------------|
|                                          | 3 (PRIORITY 1) |                | WATER MAIN   |
|                                          | 2 (PRIORITY 2) |                | FIRE LINE    |
|                                          | 1 (PRIORITY 3) |                | FIRE HYDRANT |
| 16" TRANSMISSION MAIN ROUTE              |                |                |              |

|                                                                       |      |
|-----------------------------------------------------------------------|------|
|                                                                       |      |
| EXISTING WATER SYSTEM MAP<br>DOWNTOWN CORE - 1ST STREET TO 5TH STREET |      |
| DOWNTOWN LEWISTON INFRASTRUCTURE SCOPING STUDY                        |      |
|                                                                       |      |
| DATE: 10/10/2022                                                      |      |
| APPENDIX                                                              | B    |
| EXHIBIT                                                               | B1.1 |





| HYDRAULIC EFFICIENCY PER 2019 WATER F.P. |                | LEGEND - WATER              |              |
|------------------------------------------|----------------|-----------------------------|--------------|
|                                          | 3 (PRIORITY 1) |                             | WATER MAIN   |
|                                          | 2 (PRIORITY 2) |                             | FIRE LINE    |
|                                          | 1 (PRIORITY 3) |                             | FIRE HYDRANT |
|                                          |                | 16" TRANSMISSION MAIN ROUTE |              |

EXISTING WATER SYSTEM MAP

DOWNTOWN CORE - 5TH STREET TO 8TH STREET

DOWNTOWN LEWISTON INFRASTRUCTURE SCOPING STUDY

DATE: 10/10/2022

APPENDIX

B

EXHIBIT

B1.2







EXHIBIT B1.4-1

| EXISTING WATER MAIN INVENTORY & IMPROVEMENT RECOMMENDATIONS - DOWNTOWN CORE STUDY AREA |                |               |               |                                  |                  |                 |                                 |                         |                   |                                                                 |                                                   |
|----------------------------------------------------------------------------------------|----------------|---------------|---------------|----------------------------------|------------------|-----------------|---------------------------------|-------------------------|-------------------|-----------------------------------------------------------------|---------------------------------------------------|
| Pipe Label                                                                             | Pipe Material  | Pipe Diameter | Length (feet) | Location by Block/Street Section | Service Laterals | Recorded Breaks | Hydraulic Efficiency (1 = Best) | Recommended Improvement | Weighted Priority | Reason/Source for Recommendation                                | Additional Notes                                  |
| W1                                                                                     | Cast Iron      | 12"           | 321           | Main (1st to 3rd)                | 2                | 0               | 2                               | New 16" D.I.            | 3                 | Needs replaced due to pipe material, opportunity to also upsize | Potential transmission main extension/loop to SRA |
| W2                                                                                     | Cast Iron      | 12"           | 288           | Main (1st to 3rd)                | 3                | 0               | 2                               | New 16" D.I.            | 3                 | Needs replaced due to pipe material, opportunity to also upsize | Potential transmission main extension/loop to SRA |
| W3                                                                                     | Cast Iron      | 12"           | 278           | Main (3rd to 5th)                | 8                | 0               | 2                               | New 16" D.I.            | 1                 | 2021 Water System Facility Plan Study (Mountain Waterworks)     | Part of Transmission Main Project 1 alignment     |
| W4                                                                                     | Cast Iron      | 8"            | 167           | 1st (Main to D)                  | 0                | 0               | 3                               | New 12" D.I.            | 2                 | 2021 Water System Facility Plan Study (Mountain Waterworks)     |                                                   |
| W5                                                                                     | Cast Iron      | 8"            | 140           | 1st (Main to D)                  | 2                | 2               | 3                               | New 12" D.I.            | 2                 | 2021 Water System Facility Plan Study (Mountain Waterworks)     |                                                   |
| W6                                                                                     | Cast Iron      | 8"            | 23            | D (1st to 3rd)                   | 0                | 2               | 3                               | New 12" D.I.            | 2                 | 2021 Water System Facility Plan Study (Mountain Waterworks)     |                                                   |
| W7                                                                                     | Converse Steel | 6"            | 217           | D (1st to 3rd)                   | 0                | 1               | 3                               | New 12" D.I.            | 1                 | 2021 Water System Facility Plan Study (Mountain Waterworks)     |                                                   |
| W8                                                                                     | Cast Iron      | 8"            | 69            | D (1st to 3rd)                   | 0                | 0               | 3                               | New 12" D.I.            | 2                 | 2021 Water System Facility Plan Study (Mountain Waterworks)     |                                                   |
| W9                                                                                     | Cast Iron      | 8"            | 161           | Main (1st to 3rd)                | 0                | 0               | 3                               | New 12" D.I.            | 2                 | 2021 Water System Facility Plan Study (Mountain Waterworks)     | Outside ROW, through Lewis Clark Hotel lot        |
| W10                                                                                    | Converse Steel | 6"            | 201           | D (1st to 3rd)                   | 0                | 0               | 3                               | New 12" D.I.            | 2                 | 2021 Water System Facility Plan Study (Mountain Waterworks)     |                                                   |
| W11                                                                                    | Converse Steel | 8"            | 80            | D (1st to 3rd)                   | 0                | 0               | 2                               | New 12" D.I.            | 2                 | 2021 Water System Facility Plan Study (Mountain Waterworks)     |                                                   |
| W12                                                                                    | Converse Steel | 8"            | 205           | D (3rd to 5th)                   | 0                | 0               | 2                               | New 12" D.I.            | 2                 | 2021 Water System Facility Plan Study (Mountain Waterworks)     |                                                   |
| W13                                                                                    | Cast Iron      | 8"            | 128           | 3rd (Main to D)                  | 0                | 0               | 1                               | New 16" D.I.            | 1                 | 2021 Water System Facility Plan Study (Mountain Waterworks)     | Part of Transmission Main Project 1 alignment     |
| W14                                                                                    | Cast Iron      | 8"            | 19            | 3rd (Main to D)                  | 0                | 0               | 1                               | New 16" D.I.            | 1                 | 2021 Water System Facility Plan Study (Mountain Waterworks)     | Part of Transmission Main Project 1 alignment     |
| W15                                                                                    | Ductile Iron   | 12"           | 288           | 1st (D to Capital)               | 3                | 2               | 1                               | Protect in Place        | NA                | Satisfies recommended pipe material and size                    | Installed 2012 per City of Lewiston GIS           |
| W16                                                                                    | Cast Iron      | 8"            | 204           | 2nd (D to Capital)               | 2                | 0               | 1                               | New 12" D.I.            | 3                 | 2021 Water System Facility Plan Study (Mountain Waterworks)     |                                                   |
| W17                                                                                    | Cast Iron      | 8"            | 201           | 3rd (D to Capital)               | 3                | 0               | 1                               | New 16" D.I.            | 1                 | 2021 Water System Facility Plan Study (Mountain Waterworks)     | Part of Transmission Main Project 1 alignment     |
| W18                                                                                    | Cast Iron      | 12"           | 153           | Main (3rd to 5th)                | 2                | 0               | 2                               | New 16" D.I.            | 1                 | 2021 Water System Facility Plan Study (Mountain Waterworks)     | Part of Transmission Main Project 1 alignment     |
| W19                                                                                    | Ductile Iron   | 12"           | 35            | Main (3rd to 5th)                | 0                | 0               | 2                               | New 16" D.I.            | 1                 | 2021 Water System Facility Plan Study (Mountain Waterworks)     | Part of Transmission Main Project 1 alignment     |
| W20                                                                                    | Ductile Iron   | 16"           | 54            | Main (3rd to 5th)                | 0                | 0               | 1                               | Protect in Place        | NA                | Satisfies recommended pipe material and size                    |                                                   |
| W21                                                                                    | Ductile Iron   | 16"           | 78            | Main (3rd to 5th)                | 2                | 0               | 2                               | Protect in Place        | NA                | Satisfies recommended pipe material and size                    |                                                   |
| W22                                                                                    | Ductile Iron   | 12"           | 24            | Main (5th to 8th)                | 0                | 0               | 2                               | New 16" D.I.            | 1                 | 2021 Water System Facility Plan Study (Mountain Waterworks)     | Part of Transmission Main Project 1 alignment     |
| W23                                                                                    | Cast Iron      | 12"           | 254           | Main (5th to 8th)                | 11               | 0               | 3                               | New 16" D.I.            | 1                 | 2021 Water System Facility Plan Study (Mountain Waterworks)     | Part of Transmission Main Project 1 alignment     |
| W24                                                                                    | Converse Steel | 8"            | 62            | D (3rd to 5th)                   | 1                | 0               | 2                               | New 12" D.I.            | 2                 | 2021 Water System Facility Plan Study (Mountain Waterworks)     |                                                   |
| W25                                                                                    | Converse Steel | 8"            | 180           | D (3rd to 5th)                   | 1                | 0               | 2                               | New 12" D.I.            | 2                 | 2021 Water System Facility Plan Study (Mountain Waterworks)     |                                                   |
| W26                                                                                    | Ductile Iron   | 8"            | 10            | D (3rd to 5th)                   | 0                | 0               | 2                               | New 12" D.I.            | 3                 | 2021 Water System Facility Plan Study (Mountain Waterworks)     |                                                   |
| W27                                                                                    | Ductile Iron   | 8"            | 59            | D (3rd to 5th)                   | 0                | 0               | 2                               | New 12" D.I.            | 3                 | 2021 Water System Facility Plan Study (Mountain Waterworks)     |                                                   |
| W28                                                                                    | Ductile Iron   | 8"            | 79            | D (5th to 8th)                   | 0                | 0               | 2                               | New 12" D.I.            | 3                 | 2021 Water System Facility Plan Study (Mountain Waterworks)     |                                                   |
| W29                                                                                    | Ductile Iron   | 10"           | 210           | 5th (F to Main)                  | 4                | 0               | 2                               | Protect in Place        | NA                | Part of 2016 Infrastructure Repair & Replacement project (F St) |                                                   |
| W30                                                                                    | Converse Steel | 8"            | 635           | D (5th to 8th)                   | 3                | 1               | 3                               | New 12" D.I.            | 2                 | 2021 Water System Facility Plan Study (Mountain Waterworks)     |                                                   |
| W31                                                                                    | Cast Iron      | 8"            | 192           | Main (3rd to 5th)                | 0                | 0               | 1                               | New 12" D.I.            | 3                 | 2021 Water System Facility Plan Study (Mountain Waterworks)     | Outside ROW, through Coldwell Banker lot          |
| W32                                                                                    | Cast Iron      | 6"            | 209           | 4th (D to Capital)               | 2                | 0               | 1                               | New 12" D.I.            | 1                 | 2021 Water System Facility Plan Study (Mountain Waterworks)     |                                                   |
| W33                                                                                    | Ductile Iron   | 12"           | 150           | 5th (Main to D)                  | 2                | 0               | 2                               | Protect in Place        | NA                | Satisfies recommended pipe material and size                    |                                                   |
| W34                                                                                    | Ductile Iron   | 12"           | 24            | 5th (Main to D)                  | 0                | 0               | 2                               | Protect in Place        | NA                | Satisfies recommended pipe material and size                    |                                                   |
| W35                                                                                    | Ductile Iron   | 12"           | 157           | 5th (D to Capital)               | 0                | 1               | 1                               | Protect in Place        | NA                | Satisfies recommended pipe material and size                    |                                                   |
| W36                                                                                    | Converse Steel | 12"           | 335           | Main (5th to 8th)                | 8                | 2               | 2                               | New 16" D.I.            | 1                 | 2021 Water System Facility Plan Study (Mountain Waterworks)     | Part of Transmission Main Project 1 alignment     |
| W37                                                                                    | Converse Steel | 8"            | 194           | Main (5th to 8th)                | 0                | 0               | 1                               | New 12" D.I.            | 1                 | 2021 Water System Facility Plan Study (Mountain Waterworks)     | Alley ROW through Brackenbury Square              |
| W38                                                                                    | Converse Steel | 8"            | 41            | D (5th to 8th)                   | 0                | 0               | 2                               | New 12" D.I.            | 2                 | 2021 Water System Facility Plan Study (Mountain Waterworks)     |                                                   |
| W39                                                                                    | Converse Steel | 6"            | 182           | D (5th to 8th)                   | 1                | 1               | 3                               | New 12" D.I.            | 1                 | 2021 Water System Facility Plan Study (Mountain Waterworks)     |                                                   |
| W40                                                                                    | Converse Steel | 12"           | 215           | Main (5th to 8th)                | 5                | 1               | 3                               | New 16" D.I.            | 1                 | 2021 Water System Facility Plan Study (Mountain Waterworks)     | Part of Transmission Main Project 1 alignment     |
| W41                                                                                    | Converse Steel | 8"            | 17            | 7th (Main to D)                  | 0                | 0               | 2                               | New 12" D.I.            | 2                 | 2021 Water System Facility Plan Study (Mountain Waterworks)     |                                                   |
| W42                                                                                    | Converse Steel | 8"            | 285           | 7th (Main to D)                  | 3                | 0               | 2                               | New 12" D.I.            | 2                 | 2021 Water System Facility Plan Study (Mountain Waterworks)     |                                                   |

| EXISTING WATER MAIN INVENTORY & IMPROVEMENT RECOMMENDATIONS - DOWNTOWN CORE STUDY AREA |                |               |               |                                  |                  |                 |                                 |                         |                   |                                                                 |                                               |
|----------------------------------------------------------------------------------------|----------------|---------------|---------------|----------------------------------|------------------|-----------------|---------------------------------|-------------------------|-------------------|-----------------------------------------------------------------|-----------------------------------------------|
| Pipe Label                                                                             | Pipe Material  | Pipe Diameter | Length (feet) | Location by Block/Street Section | Service Laterals | Recorded Breaks | Hydraulic Efficiency (1 = Best) | Recommended Improvement | Weighted Priority | Reason/Source for Recommendation                                | Additional Notes                              |
| W43                                                                                    | Cast Iron      | 6"            | 38            | D (5th to 8th)                   | 0                | 0               | 2                               | New 12" D.I.            | 2                 | 2021 Water System Facility Plan Study (Mountain Waterworks)     |                                               |
| W44                                                                                    | Cast Iron      | 6"            | 269           | 7th (D to Capital)               | 2                | 1               | 2                               | New 12" D.I.            | 2                 | 2021 Water System Facility Plan Study (Mountain Waterworks)     |                                               |
| W45                                                                                    | Converse Steel | 12"           | 181           | Main (8th to 9th)                | 4                | 1               | 3                               | New 16" D.I.            | 1                 | 2021 Water System Facility Plan Study (Mountain Waterworks)     | Part of Transmission Main Project 1 alignment |
| W46                                                                                    | Converse Steel | 12"           | 62            | Main (8th to 9th)                | 1                | 0               | 3                               | New 16" D.I.            | 1                 | 2021 Water System Facility Plan Study (Mountain Waterworks)     | Part of Transmission Main Project 1 alignment |
| W47                                                                                    | Converse Steel | 12"           | 448           | Main (8th to 9th)                | 11               | 1               | 3                               | New 16" D.I.            | 1                 | 2021 Water System Facility Plan Study (Mountain Waterworks)     | Part of Transmission Main Project 1 alignment |
| W48                                                                                    | Unknown        | Unknown       | 28            | Main (8th to 9th)                | 0                | 0               | 1                               | New 12" D.I.            | 2                 | 2021 Water System Facility Plan Study (Mountain Waterworks)     |                                               |
| W49                                                                                    | Converse Steel | 4"            | 326           | 8th                              | 1                | 2               | 1                               | New 12" D.I.            | 2                 | 2021 Water System Facility Plan Study (Mountain Waterworks)     |                                               |
| W50                                                                                    | Converse Steel | 4"            | 60            | 8th                              | 1                | 0               | Unknown                         | New 12" D.I.            | 1                 | 2021 Water System Facility Plan Study (Mountain Waterworks)     | Dead end line, future extension not likely    |
| W51                                                                                    | Ductile Iron   | 8"            | 37            | D (8th to 9th)                   | 0                | 0               | Unknown                         | Protect in Place        | NA                | Part of 2015 Infrastructure Repair & Replacement project (D St) | Installed 2017 per City of Lewiston GIS       |
| W52                                                                                    | Converse Steel | 6"            | 302           | D (8th to 9th)                   | 3                | 1               | 3                               | New 12" D.I.            | 1                 | 2021 Water System Facility Plan Study (Mountain Waterworks)     |                                               |
| W53                                                                                    | Ductile Iron   | 10"           | 205           | D (8th to 9th)                   | 3                | 0               | 3                               | Protect in Place        | NA                | Part of 2015 Infrastructure Repair & Replacement project (D St) | Installed 2016 per City of Lewiston GIS       |
| W54                                                                                    | Ductile Iron   | 4"            | 42            | D (8th to 9th)                   | 0                | 0               | Unknown                         | Protect in Place        | NA                | Part of 2015 Infrastructure Repair & Replacement project (D St) | Installed 2018 per City of Lewiston GIS       |
| W55                                                                                    | Converse Steel | 6"            | 67            | Main (8th to 9th)                | 0                | 0               | 3                               | New 12" D.I.            | 2                 | 2021 Water System Facility Plan Study (Mountain Waterworks)     |                                               |
| W56                                                                                    | Ductile Iron   | 10"           | 40            | New 6th (F to Main)              | 2                | 0               | 3                               | Protect in Place        | NA                | Part of 2016 Infrastructure Repair & Replacement project (F St) | Installed 2017 per City of Lewiston GIS       |
| W57                                                                                    | Converse Steel | 12"           | 37            | Main (9th to 11th)               | 0                | 0               | 3                               | New 16" D.I.            | 1                 | 2021 Water System Facility Plan Study (Mountain Waterworks)     | Part of Transmission Main Project 1 alignment |
| W58                                                                                    | Converse Steel | 12"           | 262           | Main (9th to 11th)               | 2                | 0               | 3                               | New 16" D.I.            | 1                 | 2021 Water System Facility Plan Study (Mountain Waterworks)     | Part of Transmission Main Project 1 alignment |
| W59                                                                                    | Ductile Iron   | 10"           | 98            | D (8th to 9th)                   | 1                | 0               | 3                               | Protect in Place        | NA                | Part of 2015 Infrastructure Repair & Replacement project (D St) | Installed 2016 per City of Lewiston GIS       |
| W60                                                                                    | Ductile Iron   | 10"           | 101           | D (8th to 9th)                   | 2                | 0               | 3                               | Protect in Place        | NA                | Part of 2015 Infrastructure Repair & Replacement project (D St) | Installed 2016 per City of Lewiston GIS       |
| W61                                                                                    | Ductile Iron   | 10"           | 75            | D (8th to 9th)                   | 1                | 0               | 3                               | Protect in Place        | NA                | Part of 2015 Infrastructure Repair & Replacement project (D St) |                                               |
| W62                                                                                    | Ductile Iron   | 10"           | 54            | D (8th to 9th)                   | 1                | 0               | 3                               | Protect in Place        | NA                | Part of 2015 Infrastructure Repair & Replacement project (D St) |                                               |
| W63                                                                                    | Ductile Iron   | 6"            | 40            | D (8th to 9th)                   | 0                | 0               | Unknown                         | Protect in Place        | NA                | Part of 2015 Infrastructure Repair & Replacement project (D St) | Installed 2017 per City of Lewiston GIS       |
| W64                                                                                    | Ductile Iron   | 10"           | 299           | 9th (Main to D)                  | 4                | 0               | 1                               | Protect in Place        | NA                |                                                                 |                                               |
| W65                                                                                    | Ductile Iron   | 10"           | 285           | 9th (F to Main)                  | 3                | 0               | 1                               | Protect in Place        | NA                |                                                                 | Installed 2016 per City of Lewiston GIS       |
| W66                                                                                    | Ductile Iron   | 10"           | 29            | D (9th to 11th)                  | 0                | 0               | 3                               | Protect in Place        | NA                | Part of 2015 Infrastructure Repair & Replacement project (D St) | Installed 2016 per City of Lewiston GIS       |
| W67                                                                                    | Ductile Iron   | 6"            | 42            | D (8th to 9th)                   | 0                | 0               | Unknown                         | Protect in Place        | NA                | Part of 2015 Infrastructure Repair & Replacement project (D St) | Installed 2017 per City of Lewiston GIS       |
| W68                                                                                    | Ductile Iron   | 10"           | 119           | D (9th to 11th)                  | 0                | 0               | 3                               | Protect in Place        | NA                | Part of 2015 Infrastructure Repair & Replacement project (D St) | Installed 2016 per City of Lewiston GIS       |
| W69                                                                                    | Ductile Iron   | 10"           | 554           | D (9th to 11th)                  | 5                | 0               | 3                               | Protect in Place        | NA                | Part of 2015 Infrastructure Repair & Replacement project (D St) | Installed 2016 per City of Lewiston GIS       |
| W70                                                                                    | Converse Steel | 12"           | 313           | Main (9th to 11th)               | 5                | 2               | 3                               | New 16" D.I.            | 1                 | 2021 Water System Facility Plan Study (Mountain Waterworks)     | Part of Transmission Main Project 1 alignment |
| W71                                                                                    | Ductile Iron   | 6"            | 45            | D (9th to 11th)                  | 0                | 0               | 3                               | Protect in Place        | NA                | Appears to be a commercial service line                         | Installed 2018 per City of Lewiston GIS       |
| W72                                                                                    | Ductile Iron   | 6"            | 44            | D (9th to 11th)                  | 0                | 0               | 3                               | Protect in Place        | NA                | Appears to be a commercial service line                         | Installed 2017 per City of Lewiston GIS       |

Primary data source for pipe lengths and properties: City of Lewiston GIS Map

| EXISTING WATER MAIN QUANTITIES |              |                        |
|--------------------------------|--------------|------------------------|
| Diameter                       | Total Length | % of Entire Study Area |
| 4"                             | 428 LF       | 3.8%                   |
| 6"                             | 1658 LF      | 14.6%                  |
| 8"                             | 3189 LF      | 28.2%                  |
| 10"                            | 2069 LF      | 18.3%                  |
| 12"                            | 3824 LF      | 33.8%                  |
| 16"                            | 132 LF       | 1.2%                   |
| Unknown                        | 28 LF        | 0.2%                   |
| Total                          | 11328 LF     | 100.0%                 |

| RECOMMENDED WATER MAIN IMPROVEMENTS & COST ESTIMATE |          |      |                     |                       |
|-----------------------------------------------------|----------|------|---------------------|-----------------------|
| Description                                         | Quantity | Unit | Estimated Unit Cost | Total Estimated Cost* |
| Protect in Place                                    | 3069     | LF   | \$0                 | \$0                   |
| New 16" D.I.                                        | 3554     | LF   | \$370               | \$1,315,000           |
| New 12" D.I.                                        | 4705     | LF   | \$240               | \$1,130,000           |
| Total                                               |          |      |                     | \$2,445,000           |

\*Note: Total estimated costs for each item are rounded to the nearest \$5,000.



EXHIBIT B1.5

| EXISTING FIRE LINE INVENTORY - DOWNTOWN CORE STUDY AREA |                |               |               |                                  |                         |
|---------------------------------------------------------|----------------|---------------|---------------|----------------------------------|-------------------------|
| Pipe Label                                              | Pipe Material  | Pipe Diameter | Length (feet) | Location by Block/Street Section | Recommended Improvement |
| F1                                                      | Cast Iron      | 8"            | 53            | 1st (Main to D)                  | Replace with 8" D.I.    |
| F2                                                      | Cast Iron      | 6"            | 16            | 1st (Main to D)                  | Replace with 6" D.I.    |
| F3                                                      | Galvanized     | 2"            | 77            | 1st (D to Capital)               | Replace with 6" D.I.    |
| F4                                                      | Galvanized     | 2"            | 67            | 1st (D to Capital)               | Replace with 6" D.I.    |
| F5                                                      | Cast Iron      | 4"            | 51            | 2nd (D to Capital)               | Replace with 6" D.I.    |
| F6                                                      | Cast Iron      | 6"            | 28            | 3rd (D to Capital)               | Replace with 6" D.I.    |
| F7                                                      | Unknown        | Unknown       | 53            | 3rd (D to Capital)               | Replace with 6" D.I.    |
| F8                                                      | Cast Iron      | 4"            | 55            | 3rd (Main to D)                  | Replace with 6" D.I.    |
| F9                                                      | Cast Iron      | 4"            | 23            | Main (3rd to 5th)                | Replace with 6" D.I.    |
| F10                                                     | PVC            | 4"            | 29            | D (3rd to 5th)                   | Replace with 6" D.I.    |
| F11                                                     | PVC            | 6"            | 37            | Main (3rd to 5th)                | Replace with 6" D.I.    |
| F12                                                     | Ductile Iron   | 6"            | 33            | 5th (D to Capital)               | Protect in Place        |
| F13                                                     | Cast Iron      | 8"            | 38            | Main (5th to 8th)                | Replace with 8" D.I.    |
| F14                                                     | Cast Iron      | 4"            | 35            | Main (5th to 8th)                | Replace with 6" D.I.    |
| F15                                                     | Ductile Iron   | 6"            | 23            | Main (3rd to 5th)                | Protect in Place        |
| F16                                                     | Unknown        | 1"            | 9             | 5th (D to Capital)               | Replace with 6" D.I.    |
| F17                                                     | PVC            | 8"            | 45            | Main (3rd to 5th)                | Replace with 8" D.I.    |
| F18                                                     | Ductile Iron   | 6"            | 21            | Main (5th to 8th)                | Protect in Place        |
| F19                                                     | Cast Iron      | 4"            | 29            | Main (5th to 8th)                | Replace with 6" D.I.    |
| F20                                                     | Cast Iron      | 4"            | 33            | Main (5th to 8th)                | Replace with 6" D.I.    |
| F21                                                     | Converse Steel | 6"            | 15            | 7th (Main to D)                  | Replace with 6" D.I.    |
| F22                                                     | Cast Iron      | 4"            | 21            | Main (8th to 9th)                | Replace with 6" D.I.    |
| F23                                                     | Cast Iron      | 4"            | 24            | Main (8th to 9th)                | Replace with 6" D.I.    |
| F24                                                     | Ductile Iron   | 4"            | 44            | New 6th (F to Main)              | Protect in Place        |
| F25                                                     | Converse Steel | 4"            | 43            | Main (8th to 9th)                | Replace with 6" D.I.    |
| F26                                                     | Converse Steel | 4"            | 45            | Main (8th to 9th)                | Replace with 6" D.I.    |
| F27                                                     | Cast Iron      | 4"            | 30            | Main (8th to 9th)                | Replace with 6" D.I.    |
| F28                                                     | Unknown        | Unknown       | Unknown       | 9th (F to Main)                  | Replace with 6" D.I.    |
| F29                                                     | Unknown        | Unknown       | Unknown       | 9th (F to Main)                  | Replace with 6" D.I.    |
| F30                                                     | Cast Iron      | 6"            | 29            | 4th (D to Capital)               | Replace with 6" D.I.    |
| F31                                                     | Unknown        | Unknown       | 37            | D (9th to 11th)                  | Protect in Place        |
| F32                                                     | Unknown        | Unknown       | 27            | D (9th to 11th)                  | Protect in Place        |
| F33                                                     | Unknown        | Unknown       | 49            | D (9th to 11th)                  | Protect in Place        |

Primary data source for pipe lengths and properties: City of Lewiston GIS Map

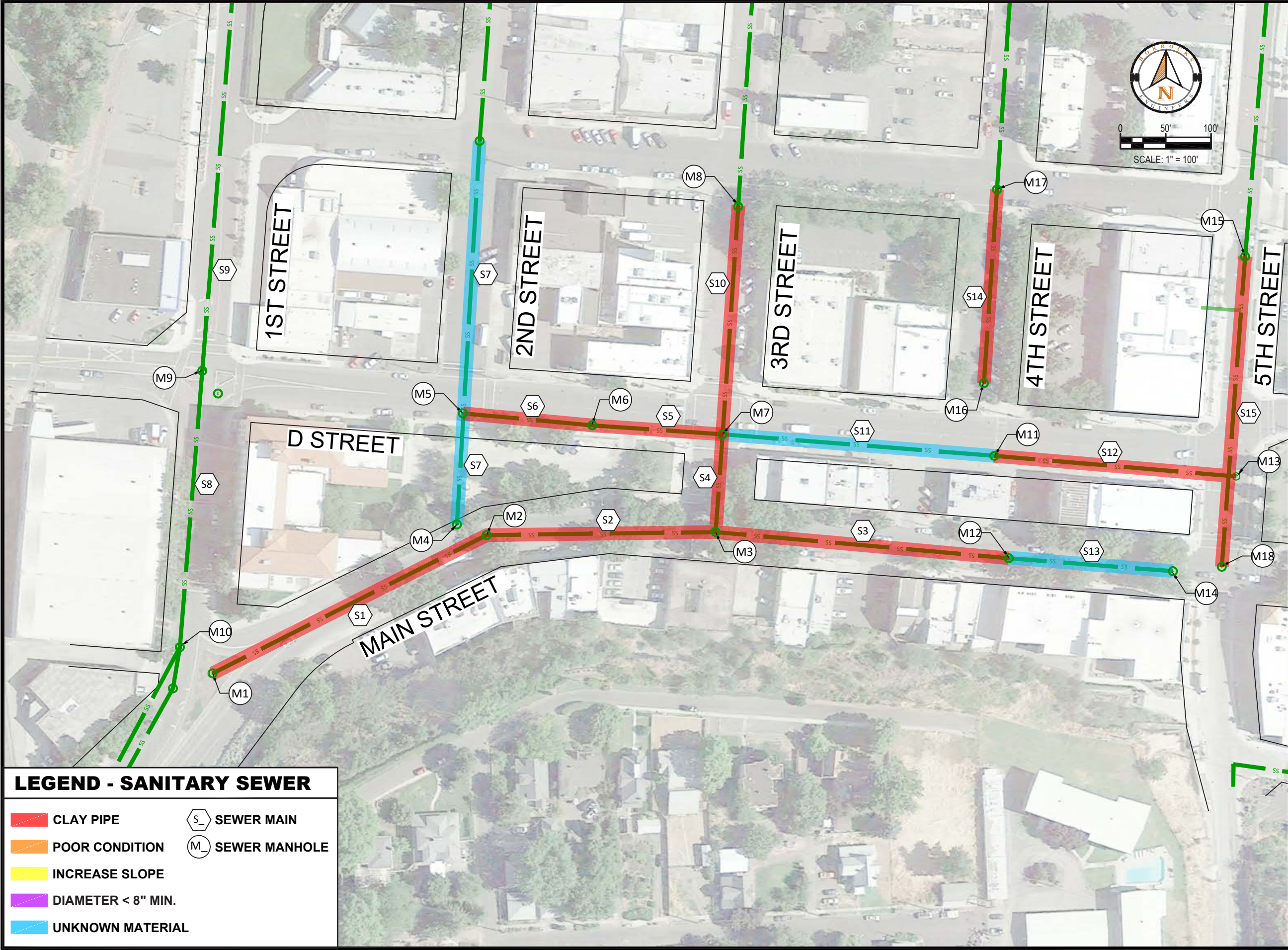
| EXISTING FIRE HYDRANT INVENTORY - DOWNTOWN CORE STUDY AREA |                            |                    |                         |                                  |                         |
|------------------------------------------------------------|----------------------------|--------------------|-------------------------|----------------------------------|-------------------------|
| Hydrant Label                                              | Hydrant Lead Line Material | Lead Line Diameter | Lead Line Length (feet) | Location by Block/Street Section | Recommended Improvement |
| H1                                                         | Ductile Iron               | 6"                 | 38                      | 1st (D to Capital)               | Replace Hydrant Only    |
| H2                                                         | Cast Iron                  | 6"                 | 24                      | Main (1st to 3rd)                | New Hydrant & Lead Line |
| H3                                                         | Cast Iron                  | 6"                 | 19                      | 2nd (D to Capital)               | New Hydrant & Lead Line |
| H4                                                         | Cast Iron                  | 6"                 | 10                      | 3rd (D to Capital)               | New Hydrant & Lead Line |
| H5                                                         | Ductile Iron               | 6"                 | 20                      | D (3rd to 5th)                   | Replace Hydrant Only    |
| H6                                                         | Cast Iron                  | 6"                 | 14                      | 4th (D to Capital)               | New Hydrant & Lead Line |
| H7                                                         | Converse Steel             | 6"                 | 36                      | D (5th to 8th)                   | New Hydrant & Lead Line |
| H8                                                         | Cast Iron                  | 6"                 | 16                      | Main (5th to 8th)                | New Hydrant & Lead Line |
| H9                                                         | Cast Iron                  | 6"                 | 27                      | Main (5th to 8th)                | New Hydrant & Lead Line |
| H10                                                        | Cast Iron                  | 6"                 | 14                      | Main (5th to 8th)                | New Hydrant & Lead Line |
| H11                                                        | Cast Iron                  | 6"                 | 14                      | Main (8th to 9th)                | New Hydrant & Lead Line |
| H12                                                        | PVC                        | 6"                 | 20                      | D (8th to 9th)                   | New Hydrant & Lead Line |
| H13                                                        | Cast Iron                  | 6"                 | 40                      | Main (8th to 9th)                | New Hydrant & Lead Line |
| H14                                                        | Ductile Iron               | 4"                 | 42                      | D (8th to 9th)                   | New Hydrant & Lead Line |
| H15                                                        | Ductile Iron               | 6"                 | 40                      | D (8th to 9th)                   | Protect in Place        |
| H16                                                        | Converse Steel             | 6"                 | 28                      | D (3rd to 5th)                   | New Hydrant & Lead Line |
| H17                                                        | Cast Iron                  | 6"                 | 38                      | 3rd (Main to D)                  | New Hydrant & Lead Line |
| H18                                                        | Ductile Iron               | 6"                 | 28                      | Main (9th to 11th)               | Protect in Place        |
| H19                                                        | Ductile Iron               | 6"                 | 12                      | D (9th to 11th)                  | Protect in Place        |

Primary data source for hydrant lead line lengths and properties: City of Lewiston GIS Map

| RECOMMENDED FIRE LINE/HYDRANT IMPROVEMENTS & COST ESTIMATE |          |      |                     |                       |
|------------------------------------------------------------|----------|------|---------------------|-----------------------|
| Description                                                | Quantity | Unit | Estimated Unit Cost | Total Estimated Cost* |
| Protect in Place (Fire Line)                               | 234      | LF   | \$0                 | \$0                   |
| Protect in Place (Hydrant)                                 | 3        | EA   | \$0                 | \$0                   |
| Replace with 8" D.I.                                       | 136      | LF   | \$175               | \$25,000              |
| Replace with 6" D.I.                                       | 748      | LF   | \$150               | \$110,000             |
| New Hydrant & Lead Line                                    | 14       | EA   | \$12,000            | \$170,000             |
| Replace Hydrant Only                                       | 2        | EA   | \$7,600             | \$15,000              |
| Total                                                      |          |      |                     | \$320,000             |

\*Note: Total estimated costs for each item are rounded to the nearest \$5,000.





**LEGEND - SANITARY SEWER**

|  |                    |  |               |
|--|--------------------|--|---------------|
|  | CLAY PIPE          |  | SEWER MAIN    |
|  | POOR CONDITION     |  | SEWER MANHOLE |
|  | INCREASE SLOPE     |  |               |
|  | DIAMETER < 8" MIN. |  |               |
|  | UNKNOWN MATERIAL   |  |               |



EXISTING SANITARY SEWER MAP

DOWNTOWN CORE - 1ST STREET TO 5TH STREET

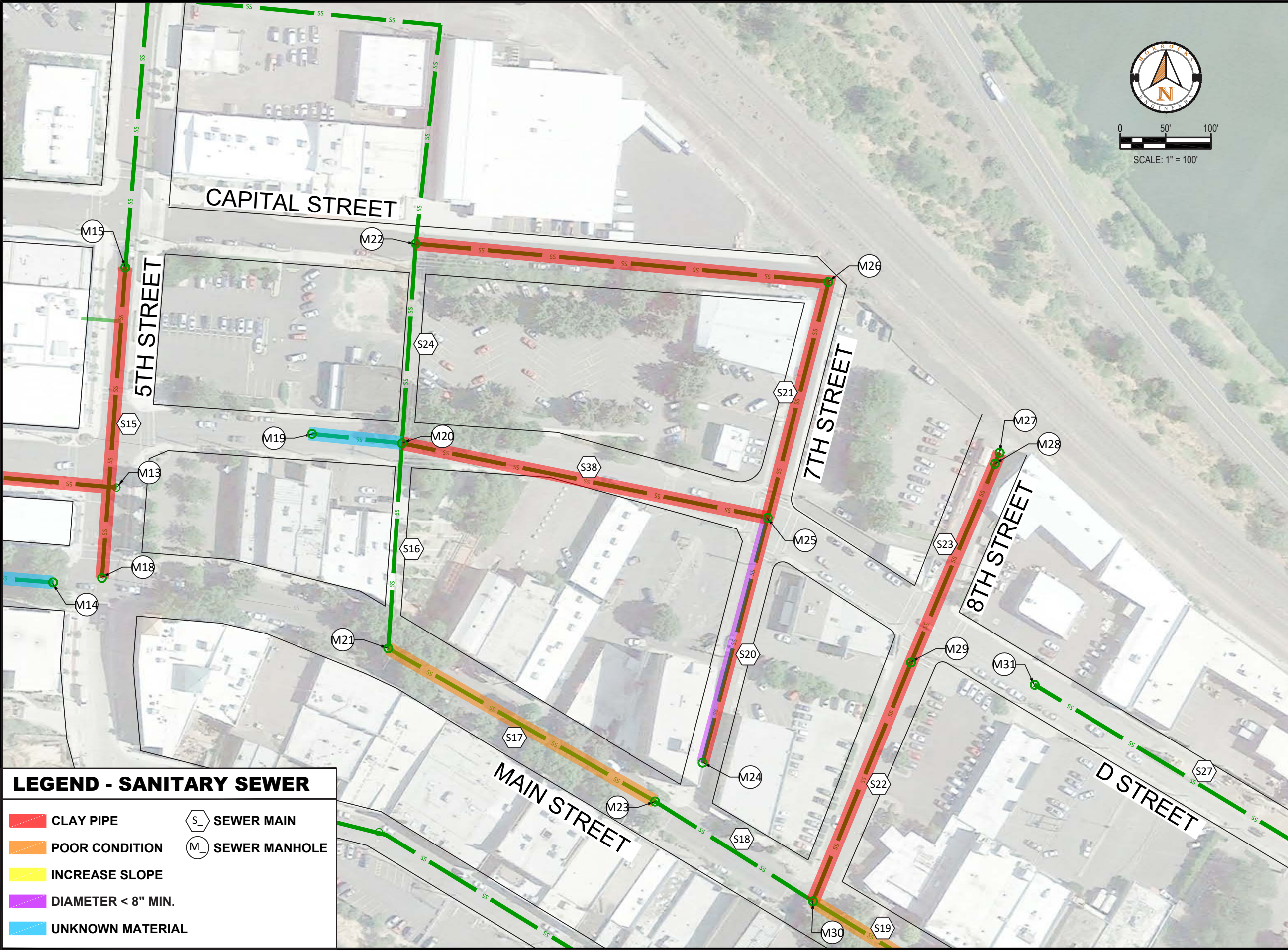
DOWNTOWN LEWISTON INFRASTRUCTURE SCOPING STUDY



DATE: 10/10/2022

|          |      |
|----------|------|
| APPENDIX | B    |
| EXHIBIT  | B2.1 |







EXISTING SANITARY SEWER MAP  
DOWNTOWN CORE - 5TH STREET TO 8TH STREET

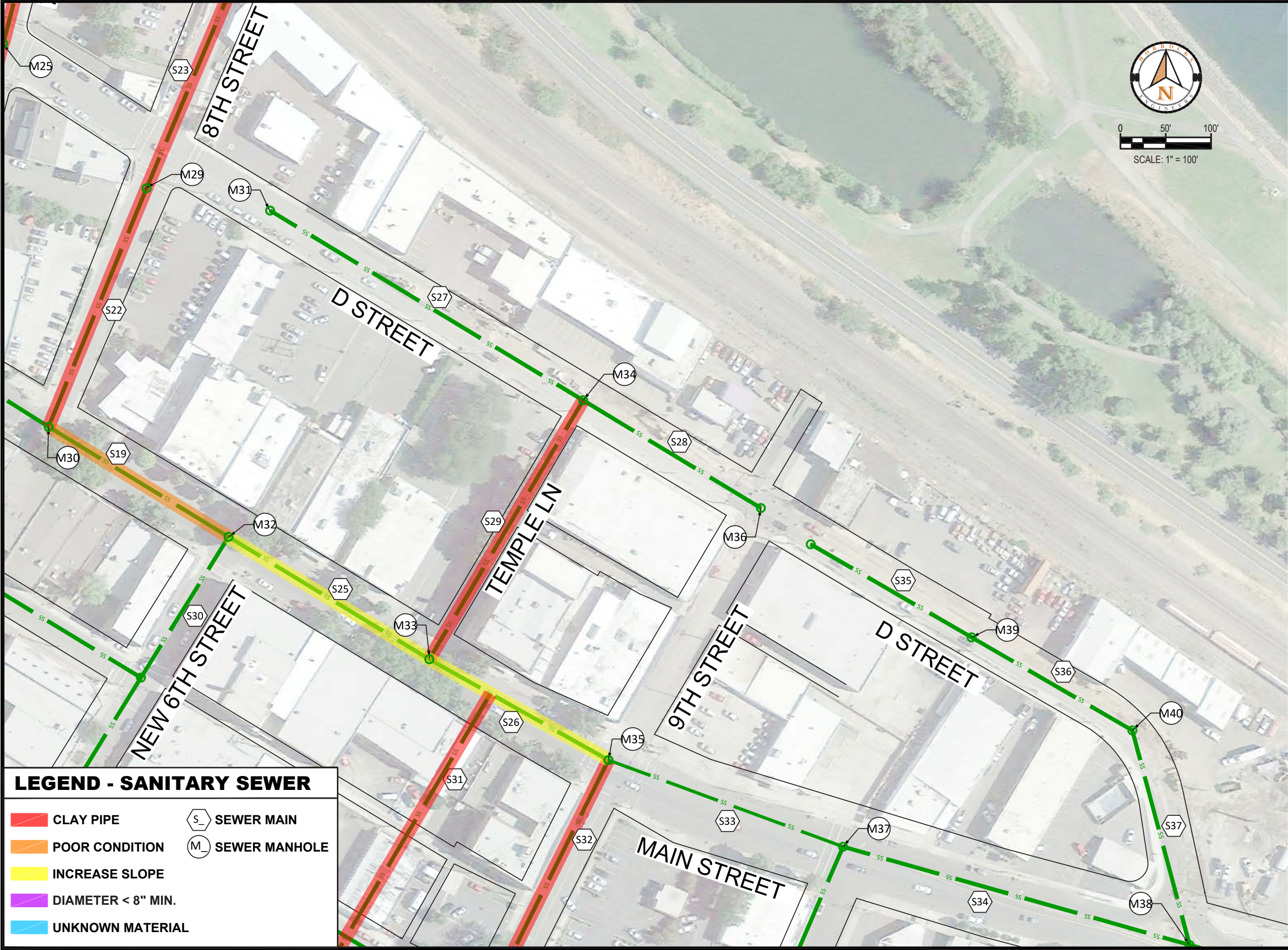
DOWNTOWN LEWISTON INFRASTRUCTURE SCOPING STUDY



DATE: 10/10/2022

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| APPENDIX | B    |
| EXHIBIT  | B2.2 |





EXISTING SANITARY SEWER MAP  
DOWNTOWN CORE - 8TH STREET TO 11TH STREET

DOWNTOWN LEWISTON INFRASTRUCTURE SCOPING STUDY



DATE: 10/10/2022

|          |      |
|----------|------|
| APPENDIX | B    |
| EXHIBIT  | B2.3 |



EXHIBIT B2.4

| EXISTING SANITARY SEWER MAIN INVENTORY & IMPROVEMENT RECOMMENDATIONS - DOWNTOWN CORE STUDY AREA |               |               |               |                                  |                      |                                             |                               |
|-------------------------------------------------------------------------------------------------|---------------|---------------|---------------|----------------------------------|----------------------|---------------------------------------------|-------------------------------|
| Pipe Label                                                                                      | Pipe Material | Pipe Diameter | Length (feet) | Location by Block/Street Section | Condition (1 = Best) | Additional Notes                            | Recommended Improvement       |
| S1                                                                                              | Clay Tile     | 8"            | 338           | Main (1st to 3rd)                | -                    |                                             | New 8" PVC                    |
| S2                                                                                              | Clay Tile     | 8"            | 253           | Main (1st to 3rd)                | -                    |                                             | New 8" PVC                    |
| S3                                                                                              | Clay Tile     | 8"            | 325           | Main (3rd to 5th)                | -                    |                                             | New 8" PVC                    |
| S4                                                                                              | Clay Tile     | 8"            | 108           | 3rd (Main to D)                  | -                    |                                             | New 8" PVC                    |
| S5                                                                                              | Clay Tile     | 8"            | 144           | D (1st to 3rd)                   | -                    |                                             | New 8" PVC                    |
| S6                                                                                              | Clay Tile     | 8"            | 143           | D (1st to 3rd)                   | -                    |                                             | New 8" PVC                    |
| S7                                                                                              | Unknown       | 8"            | 419           | 2nd (D to Capital)               | -                    | Outside ROW, through Lewis Clark Hotel lot  | New 8" PVC                    |
| S8                                                                                              | Concrete      | 24"           | 306           | 1st (Main to D)                  | 1 to 5               | Trunkline, GIS was incorrectly showing 36"  | Trenchless Repair (e.g. CIPP) |
| S9                                                                                              | Concrete      | 24"           | 457           | 1st (D to Capital)               | 1 to 5               | Trunkline, GIS was incorrectly showing 36"  | Trenchless Repair (e.g. CIPP) |
| S10                                                                                             | Clay Tile     | 12"           | 252           | 3rd (D to Capital)               | -                    |                                             | New 12" PVC                   |
| S11                                                                                             | Unknown       | 8"            | 301           | D (3rd to 5th)                   | -                    |                                             | New 8" PVC                    |
| S12                                                                                             | Clay Tile     | 8"            | 268           | D (3rd to 5th)                   | -                    |                                             | New 8" PVC                    |
| S13                                                                                             | Unknown       | 8"            | 182           | Main (3rd to 5th)                | -                    |                                             | New 8" PVC                    |
| S14                                                                                             | Clay Tile     | 8"            | 214           | 4th (D to Capital)               | -                    |                                             | New 8" PVC                    |
| S15                                                                                             | Clay Tile     | 10"           | 357           | 5th (D to Capital)               | -                    |                                             | New 10" PVC                   |
| S16                                                                                             | Concrete      | 36"           | 226           | Main (5th to 8th)                | 6                    | Trunkline, through Brackenbury Square       | Trenchless Repair (e.g. CIPP) |
| S17                                                                                             | Concrete      | 36"           | 339           | Main (5th to 8th)                | 9                    | Trunkline                                   | Trenchless Repair (e.g. CIPP) |
| S18                                                                                             | Concrete      | 36"           | 206           | Main (5th to 8th)                | 1 to 5               | Trunkline                                   | Trenchless Repair (e.g. CIPP) |
| S19                                                                                             | Concrete      | 36"           | 233           | Main (8th to 9th)                | 7                    | Trunkline                                   | Trenchless Repair (e.g. CIPP) |
| S20                                                                                             | Clay Tile     | 6"            | 279           | 7th (Main to D)                  | -                    | Smaller than DEQ minimum size of 8"         | New 8" PVC                    |
| S21                                                                                             | Clay Tile     | 8"            | 269           | 7th (D to Capital)               | -                    |                                             | New 8" PVC                    |
| S22                                                                                             | Clay Tile     | 8"            | 284           | 8th                              | -                    |                                             | New 8" PVC                    |
| S23                                                                                             | Clay Tile     | 8"            | 246           | 8th                              | -                    |                                             | New 8" PVC                    |
| S24                                                                                             | Concrete      | 36"           | 209           | D (5th to 8th)                   | 1 to 5               | Trunkline, through alley from D to Capital  | Trenchless Repair (e.g. CIPP) |
| S25                                                                                             | Concrete      | 36"           | 256           | Main (8th to 9th)                | 6                    | Trunkline, existing slope is extremely flat | New 36" PVC                   |
| S26                                                                                             | Concrete      | 36"           | 230           | Main (8th to 9th)                | 1 to 5               | Trunkline, existing slope is extremely flat | New 36" PVC                   |
| S27                                                                                             | PVC           | 8"            | 404           | D (8th to 9th)                   | 1 to 5               | Part of 2015 IRR project (D St)             | Protect in Place              |
| S28                                                                                             | PVC           | 8"            | 220           | D (8th to 9th)                   | -                    | Part of 2015 IRR project (D St)             | Protect in Place              |
| S29                                                                                             | Clay Tile     | 8"            | 331           | Temple Ln                        | -                    |                                             | New 8" PVC                    |
| S30                                                                                             | PVC           | 8"            | 183           | New 6th (F to Main)              | -                    |                                             | Protect in Place              |
| S31                                                                                             | Clay Tile     | Unknown       | 622           | Main (8th to 9th)                | -                    |                                             | Abandon, Reconnect Services   |
| S32                                                                                             | Clay Tile     | 8"            | 551           | 9th (F to Main)                  | -                    |                                             | New 8" PVC                    |
| S33                                                                                             | Concrete      | 36"           | 276           | Main (9th to 11th)               | 1 to 5               | Trunkline                                   | Trenchless Repair (e.g. CIPP) |
| S34                                                                                             | Concrete      | 36"           | 397           | Main (9th to 11th)               | 1 to 5               | Trunkline                                   | Trenchless Repair (e.g. CIPP) |
| S35                                                                                             | Concrete      | 8"            | 205           | D (9th to 11th)                  | -                    |                                             | Protect in Place              |
| S36                                                                                             | Concrete      | 8"            | 205           | D (9th to 11th)                  | -                    |                                             | Protect in Place              |
| S37                                                                                             | Concrete      | 8"            | 245           | D (9th to 11th)                  | -                    |                                             | Protect in Place              |
| S38                                                                                             | Clay Tile     | 8"            | 411           | D (5th to 8th)                   | -                    |                                             | New 8" PVC                    |

Primary data source for pipe lengths and properties: City of Lewiston GIS Map

| EXISTING SANITARY SEWER PIPE QUANTITIES |              |                        |
|-----------------------------------------|--------------|------------------------|
| Diameter                                | Total Length | % of Entire Study Area |
| 6"                                      | 279 LF       | 2.6%                   |
| 8"                                      | 6248 LF      | 57.4%                  |
| 10"                                     | 357 LF       | 3.3%                   |
| 12"                                     | 252 LF       | 2.3%                   |
| 24"                                     | 763 LF       | 7.0%                   |
| 36"                                     | 2373 LF      | 21.8%                  |
| Unknown                                 | 622 LF       | 5.7%                   |
| Total                                   | 10894 LF     | 100.0%                 |

| RECOMMENDED SANITARY SEWER PIPE IMPROVEMENTS & COST ESTIMATE |          |      |                     |                       |
|--------------------------------------------------------------|----------|------|---------------------|-----------------------|
| Description                                                  | Quantity | Unit | Estimated Unit Cost | Total Estimated Cost* |
| Protect in Place                                             | 1462     | LF   | \$0                 | \$0                   |
| Trenchless Repair (e.g. CIPP)                                | 2649     | LF   | \$300               | \$795,000             |
| New 8" PVC                                                   | 5066     | LF   | \$140               | \$710,000             |
| New 10" or 12" PVC                                           | 608      | LF   | \$160               | \$95,000              |
| New 36" PVC                                                  | 486      | LF   | \$275               | \$135,000             |
| Abandon, Reconnect Services                                  | 1        | EA   | \$20,000            | \$20,000              |
| Total                                                        |          |      |                     | \$1,755,000           |

\*Note: Total estimated costs for each item are rounded to the nearest \$5,000.



EXHIBIT B2.5

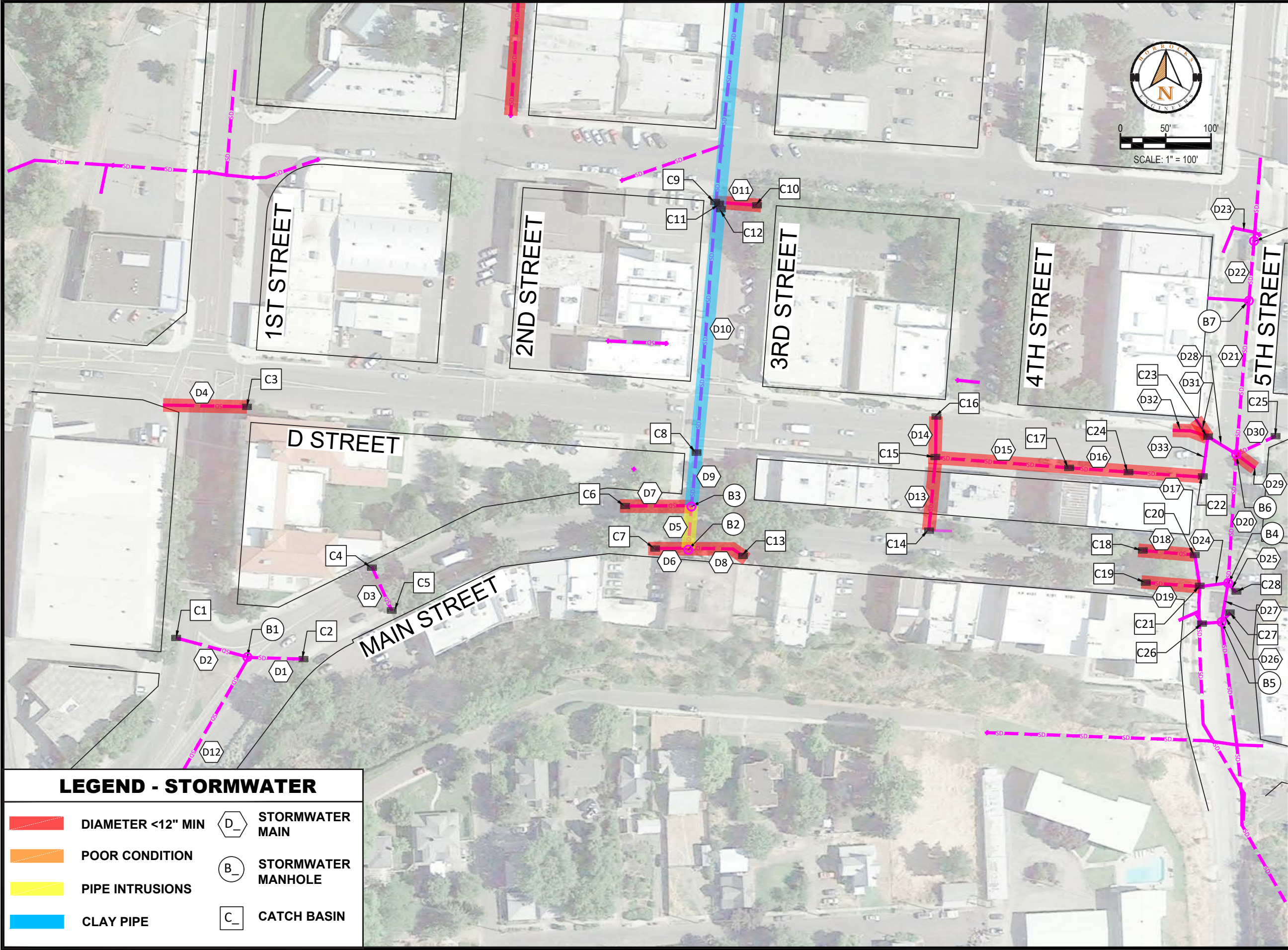
| EXISTING SANITARY SEWER MANHOLE INVENTORY - DOWNTOWN CORE STUDY AREA |                    |                       |              |                          |                                  |                                     |
|----------------------------------------------------------------------|--------------------|-----------------------|--------------|--------------------------|----------------------------------|-------------------------------------|
| Structure Label                                                      | Structure Material | Approx. Rim Elevation | Depth (feet) | Approx. Invert Elevation | Location by Block/Street Section | Additional Notes                    |
| M1                                                                   | Other              | 739.6                 | 14.7         | 724.9                    | Main (1st to 3rd)                | Intersection of 1st and Main        |
| M2                                                                   | Other              | 739.7                 | 16.7         | 723.0                    | Main (1st to 3rd)                |                                     |
| M3                                                                   | Other              | 739.1                 | 17.4         | 721.7                    | Main (1st to 3rd)                |                                     |
| M4                                                                   | Other              | Unknown               | Unknown      | Unknown                  | D (1st to 3rd)                   | Connects to pipe under LC Hotel lot |
| M5                                                                   | Other              | 739.0                 | 11.7         | 727.3                    | D (1st to 3rd)                   | Intersection of 2nd and D           |
| M6                                                                   | Other              | 739.1                 | 12.8         | 726.4                    | D (1st to 3rd)                   |                                     |
| M7                                                                   | Other              | 739.0                 | 17.9         | 721.1                    | D (1st to 3rd)                   | Intersection of 3rd and D           |
| M8                                                                   | Other              | 736.5                 | 17.2         | 719.4                    | 3rd (D to Capital)               | Intersection of 3rd and Capital     |
| M9                                                                   | Precast Concrete   | 737.7                 | 21.2         | 716.4                    | D (1st to 3rd)                   | Intersection of 1st and D           |
| M10                                                                  | Precast Concrete   | 740.2                 | 23.3         | 716.9                    | 1st (Main to D)                  |                                     |
| M11                                                                  | Brick              | 738.2                 | 12.0         | 726.2                    | D (3rd to 5th)                   | Intersection of 4th and D           |
| M12                                                                  | Other              | 738.6                 | 15.3         | 723.3                    | Main (3rd to 5th)                |                                     |
| M13                                                                  | Precast Concrete   | 737.9                 | 9.3          | 728.5                    | D (3rd to 5th)                   | Intersection of 5th and D           |
| M14                                                                  | Other              | Unknown               | Unknown      | Unknown                  | Main (3rd to 5th)                |                                     |
| M15                                                                  | Other              | 676.8                 | 16.0         | 660.8                    | 5th (D to Capital)               |                                     |
| M16                                                                  | Other              | 738.3                 | 9.9          | 728.4                    | 4th (D to Capital)               |                                     |
| M17                                                                  | Other              | 737.6                 | 16.0         | 721.6                    | 4th (D to Capital)               | Intersection of 4th and Capital     |
| M18                                                                  | Other              | 738.1                 | 14.3         | 723.7                    | Main (3rd to 5th)                | Intersection of 5th and Main        |
| M19                                                                  | Unknown            | Unknown               | 11.5         | Unknown                  | D (5th to 8th)                   |                                     |
| M20                                                                  | Other              | 739.5                 | 17.0         | 722.5                    | D (5th to 8th)                   | Part of 36" trunkline alignment     |
| M21                                                                  | Other              | 742.3                 | 17.1         | 725.2                    | Main (5th to 8th)                | Part of 36" trunkline alignment     |
| M22                                                                  | Other              | 733.0                 | 14.8         | 718.2                    | D (5th to 8th)                   | Part of 36" trunkline alignment     |
| M23                                                                  | Other              | 735.7                 | 16.4         | 719.3                    | Main (5th to 8th)                | Part of 36" trunkline alignment     |
| M24                                                                  | Precast Concrete   | 735.4                 | 9.4          | 726.0                    | 7th (Main to D)                  |                                     |
| M25                                                                  | Other              | 734.2                 | 12.4         | 721.8                    | D (5th to 8th)                   | Intersection of 7th and D           |
| M26                                                                  | Other              | 732.7                 | 12.1         | 720.6                    | 7th (D to Capital)               | Intersection of 7th and Capital     |
| M27                                                                  | Precast Concrete   | 734.5                 | 8.9          | 725.7                    | 8th                              | At dead end (north of D)            |
| M28                                                                  | Brick              | 735.3                 | 11.9         | 723.4                    | 8th                              | At dead end (north of D)            |
| M29                                                                  | Other              | 734.7                 | 12.8         | 721.9                    | 8th                              |                                     |
| M30                                                                  | Other              | 735.9                 | 16.6         | 719.4                    | Main (5th to 8th)                | Intersection of 8th and Main        |
| M31                                                                  | Precast Concrete   | 733.2                 | 5.7          | 727.5                    | D (8th to 9th)                   |                                     |
| M32                                                                  | Other              | 736.8                 | 16.8         | 720.0                    | Main (8th to 9th)                | Intersection of New 6th and Main    |
| M33                                                                  | Other              | 736.4                 | 15.7         | 720.7                    | Main (8th to 9th)                | Intersection of Temple Ln and Main  |
| M34                                                                  | Other              | 732.6                 | 9.1          | 723.5                    | D (8th to 9th)                   | Intersection of Temple Ln and D     |
| M35                                                                  | Other              | 734.5                 | 15.7         | 718.8                    | Main (8th to 9th)                | Intersection of 9th and Main        |
| M36                                                                  | Precast Concrete   | 736.5                 | 8.7          | 727.8                    | D (8th to 9th)                   | Intersection of 9th and D           |
| M37                                                                  | Other              | 737.2                 | 16.0         | 721.2                    | Main (9th to 11th)               | Intersection of 10th and Main       |
| M38                                                                  | Other              | 737.2                 | 15.5         | 721.8                    | Main (9th to 11th)               | Intersection of 11th and Main       |
| M39                                                                  | Other              | 735.1                 | 10.7         | 724.4                    | D (9th to 11th)                  |                                     |
| M40                                                                  | Other              | 735.5                 | 11.7         | 723.8                    | D (9th to 11th)                  |                                     |

Data source for sewer structure properties: City of Lewiston GIS Map

| COST ESTIMATE FOR REPLACEMENT OF ALL SANITARY SEWER MANHOLES |          |      |                     |                       |
|--------------------------------------------------------------|----------|------|---------------------|-----------------------|
| Description                                                  | Quantity | Unit | Estimated Unit Cost | Total Estimated Cost* |
| Sewer Manhole, 10-ft Max Depth                               | 7        | EA   | \$7,750             | \$55,000              |
| Sewer Manhole, 20-ft Max Depth                               | 31       | EA   | \$12,000            | \$370,000             |
| Sewer Manhole, 25-ft Max Depth                               | 2        | EA   | \$15,000            | \$30,000              |
| Total                                                        |          |      |                     | \$455,000             |

\*Note: Total estimated costs for each item are rounded to the nearest \$5,000.





**LEGEND - STORMWATER**

- |  |                   |  |                    |
|--|-------------------|--|--------------------|
|  | DIAMETER <12" MIN |  | STORMWATER MAIN    |
|  | POOR CONDITION    |  | STORMWATER MANHOLE |
|  | PIPE INTRUSIONS   |  | CATCH BASIN        |
|  | CLAY PIPE         |  |                    |

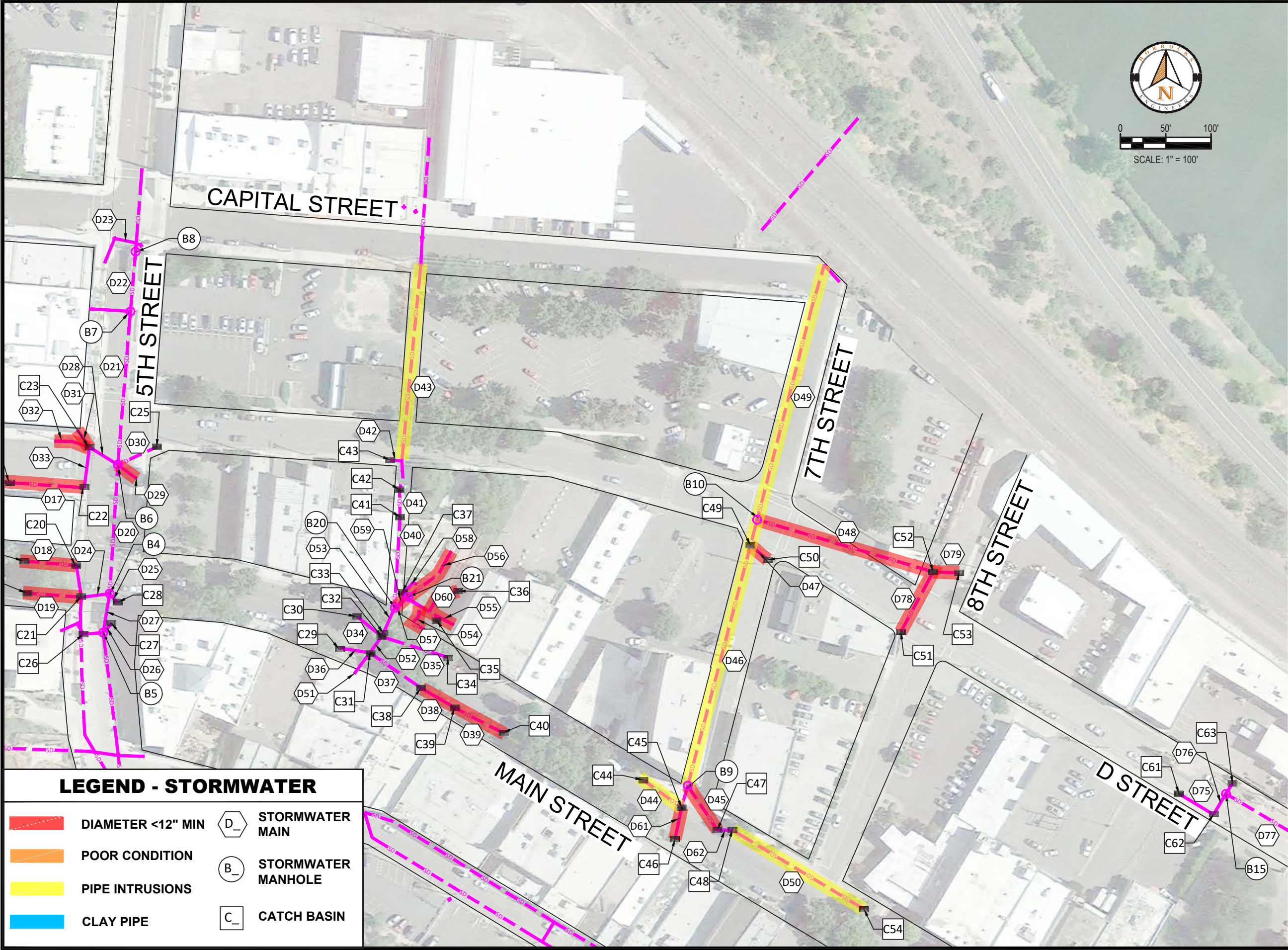


EXISTING STORMWATER MAP  
DOWNTOWN CORE - 1ST STREET TO 5TH STREET  
DOWNTOWN LEWISTON INFRASTRUCTURE SCOPING STUDY



|                  |      |
|------------------|------|
| DATE: 10/10/2022 |      |
| APPENDIX         | B    |
| EXHIBIT          | B3.1 |





EXISTING STORMWATER MAP  
DOWNTOWN CORE - 5TH STREET TO 8TH STREET

DOWNTOWN LEWISTON INFRASTRUCTURE SCOPING STUDY

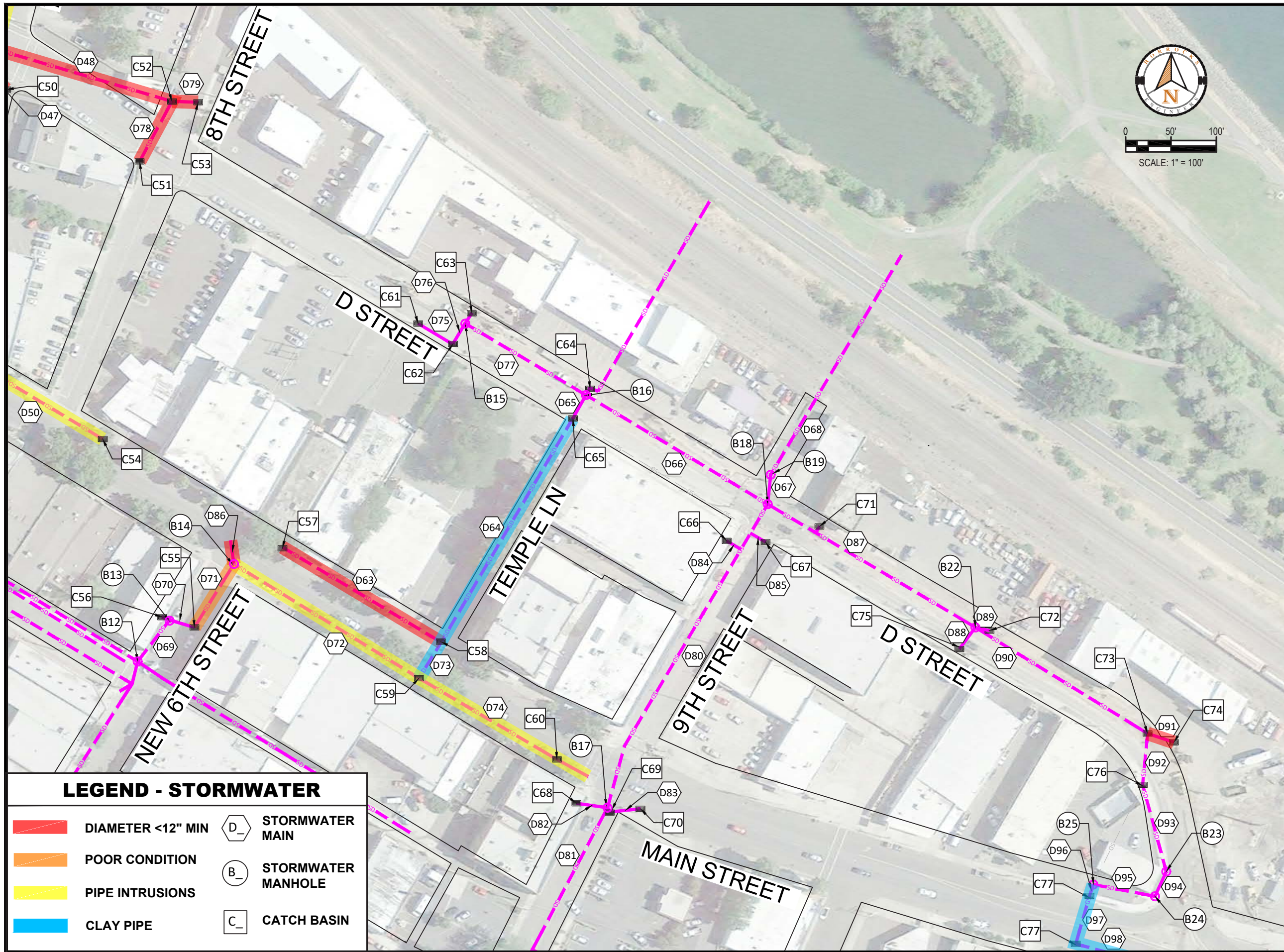


DATE: 10/10/2022

APPENDIX B

EXHIBIT B3.2





EXISTING STORMWATER MAP

DOWNTOWN CORE - 8TH STREET TO 11TH STREET

DOWNTOWN LEWISTON INFRASTRUCTURE SCOPING STUDY

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APPENDIX

B

EXHIBIT

B3.3

Downtown Lewiston Infrastructure Scoping Study

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EXHIBIT B3.4-1

| EXISTING STORMWATER PIPE INVENTORY & IMPROVEMENT RECOMMENDATIONS - DOWNTOWN CORE STUDY AREA |                  |               |               |                                  |           |            |                               |                  |
|---------------------------------------------------------------------------------------------|------------------|---------------|---------------|----------------------------------|-----------|------------|-------------------------------|------------------|
| Pipe Label                                                                                  | Pipe Material    | Pipe Diameter | Length (feet) | Location by Block/Street Section | Condition | Intrusions | Additional Notes              | Recommendations  |
| D1                                                                                          | Concrete         | 12"           | 61            | Main (1st to 3rd)                | Average   | None       |                               | Protect in Place |
| D2                                                                                          | Concrete         | 12"           | 82            | Main (1st to 3rd)                | Average   | None       |                               | Protect in Place |
| D3                                                                                          | Corrugated Metal | 12"           | 51            | Main (1st to 3rd)                | Average   | None       |                               | New 12" HDPE     |
| D4                                                                                          | Concrete         | 6"            | 23            | 1st (Main to D)                  | Poor      | None       |                               | New 12" HDPE     |
| D5                                                                                          | Vitrified Clay   | 12"           | 47            | 3rd (Main to D)                  | Poor      | Soil       |                               | New 12" HDPE     |
| D6                                                                                          | Concrete         | 8"            | 36            | Main (1st to 3rd)                | Good      | None       |                               | New 12" HDPE     |
| D7                                                                                          | Concrete         | 8"            | 73            | Main (1st to 3rd)                | Good      | None       |                               | New 12" HDPE     |
| D8                                                                                          | Concrete         | 8"            | 63            | Main (3rd to 5th)                | Good      | None       |                               | New 12" HDPE     |
| D9                                                                                          | Clay Tile        | 12"           | 59            | 3rd (Main to D)                  | Fair      | None       |                               | New 12" HDPE     |
| D10                                                                                         | Vitrified Clay   | 12"           | 277           | 2nd (D to Capital)               | Fair      | None       |                               | New 12" HDPE     |
| D11                                                                                         | Vitrified Clay   | 8"            | 45            | 3rd (D to Capital)               | Poor      | Soil       |                               | New 12" HDPE     |
| D12                                                                                         | Concrete         | 18"           | 230           | Main (1st to 3rd)                | Good      | None       |                               | Protect in Place |
| D13                                                                                         | Concrete         | 6"            | 81            | Main (3rd to 5th)                | Fair      | None       | Outside ROW under parking lot | New 12" HDPE     |
| D14                                                                                         | Steel            | 4"            | 46            | D (3rd to 5th)                   | Poor      | None       |                               | New 12" HDPE     |
| D15                                                                                         | Vitrified Clay   | 8"            | 147           | D (3rd to 5th)                   | Fair      | None       |                               | New 12" HDPE     |
| D16                                                                                         | Vitrified Clay   | 8"            | 65            | D (3rd to 5th)                   | Poor      | None       |                               | New 12" HDPE     |
| D17                                                                                         | Vitrified Clay   | 8"            | 82            | D (3rd to 5th)                   | Fair      | None       |                               | New 12" HDPE     |
| D18                                                                                         | Concrete         | 8"            | 57            | Main (3rd to 5th)                | Good      | None       |                               | New 12" HDPE     |
| D19                                                                                         | Concrete         | 8"            | 59            | Main (3rd to 5th)                | Very Good | None       |                               | New 12" HDPE     |
| D20                                                                                         | Polyethylene     | 24"           | 144           | 5th (Main to D)                  | Good      | None       |                               | Protect in Place |
| D21                                                                                         | Polyethylene     | 24"           | 170           | 5th (D to Capital)               | Very Good | None       |                               | Protect in Place |
| D22                                                                                         | Polyethylene     | 24"           | 76            | 5th (D to Capital)               | Very Good | None       |                               | Protect in Place |
| D23                                                                                         | Polyethylene     | 12"           | 24            | 5th (D to Capital)               | Very Good | None       |                               | Protect in Place |
| D24                                                                                         | Polyethylene     | 12"           | 29            | Main (5th to 8th)                | Very Good | None       |                               | Protect in Place |
| D25                                                                                         | Polyethylene     | 12"           | 13            | Main (5th to 8th)                | Very Good | None       |                               | Protect in Place |
| D26                                                                                         | Polyethylene     | 12"           | 13            | 5th (F to Main)                  | Very Good | Debris     |                               | Protect in Place |
| D27                                                                                         | Polyethylene     | 24"           | 40            | Main (5th to 8th)                | Very Good | None       |                               | Protect in Place |
| D28                                                                                         | Polyethylene     | 12"           | 36            | 5th (D to Capital)               | Very Good | None       |                               | Protect in Place |
| D29                                                                                         | Polyethylene     | 6"            | 26            | 5th (Main to D)                  | Good      | None       | Drain for street tree grates? | New 12" HDPE     |
| D30                                                                                         | Polyethylene     | 12"           | 47            | 5th (D to Capital)               | Very Good | None       |                               | Protect in Place |
| D31                                                                                         | Polyethylene     | 6"            | 39            | D (3rd to 5th)                   | Very Good | None       | Connects to roof drains       | New 12" HDPE     |
| D32                                                                                         | Polyethylene     | 6"            | 72            | D (3rd to 5th)                   | Very Good | None       | Connects to roof drains       | New 12" HDPE     |
| D33                                                                                         | Polyethylene     | 12"           | 45            | D (3rd to 5th)                   | Very Good | None       |                               | Protect in Place |
| D34                                                                                         | Concrete         | 12"           | 34            | Main (5th to 8th)                | Average   | None       |                               | Protect in Place |
| D35                                                                                         | Concrete         | 12"           | 76            | Main (5th to 8th)                | Average   | None       |                               | Protect in Place |
| D36                                                                                         | Concrete         | 12"           | 33            | Main (5th to 8th)                | Average   | None       |                               | Protect in Place |
| D37                                                                                         | Concrete         | 12"           | 69            | Main (5th to 8th)                | Average   | None       |                               | Protect in Place |
| D38                                                                                         | Corrugated Metal | 6"            | 44            | Main (5th to 8th)                | Average   | None       |                               | New 12" HDPE     |
| D39                                                                                         | Corrugated Metal | 6"            | 62            | Main (5th to 8th)                | Average   | None       |                               | New 12" HDPE     |
| D40                                                                                         | Concrete         | 12"           | 101           | Main (5th to 8th)                | Good      | None       |                               | Protect in Place |
| D41                                                                                         | Polyethylene     | 12"           | 31            | D (5th to 8th)                   | Good      | None       |                               | Protect in Place |

| EXISTING STORMWATER PIPE QUANTITIES |              |                        |
|-------------------------------------|--------------|------------------------|
| Diameter                            | Total Length | % of Entire Study Area |
| 4"                                  | 294 LF       | 3.6%                   |
| 6"                                  | 576 LF       | 7.0%                   |
| 8"                                  | 934 LF       | 11.4%                  |
| 10"                                 | 204 LF       | 2.5%                   |
| 12"                                 | 2847 LF      | 34.8%                  |
| 18"                                 | 894 LF       | 10.9%                  |
| 24"                                 | 1564 LF      | 19.1%                  |
| 30"                                 | 557 LF       | 6.8%                   |
| 36"                                 | 33 LF        | 0.4%                   |
| 42"                                 | 280 LF       | 3.4%                   |
| Total                               | 8183 LF      | 100.0%                 |

| RECOMMENDED STORMWATER PIPE IMPROVEMENTS & COST ESTIMATE |          |      |                     |                       |
|----------------------------------------------------------|----------|------|---------------------|-----------------------|
| Description                                              | Quantity | Unit | Estimated Unit Cost | Total Estimated Cost* |
| Protect in Place                                         | 3983     | LF   | \$0                 | \$0                   |
| New 18" HDPE                                             | 635      | LF   | \$180               | \$115,000             |
| New 12" HDPE                                             | 3565     | LF   | \$130               | \$465,000             |
| Total                                                    |          |      |                     | \$580,000             |

\*Note: Total estimated costs for each item are rounded to the nearest \$5,000.

EXHIBIT B3.4-2

| EXISTING STORMWATER PIPE INVENTORY & IMPROVEMENT RECOMMENDATIONS - DOWNTOWN CORE STUDY AREA |                  |               |               |                                  |           |            |                                 |                  |
|---------------------------------------------------------------------------------------------|------------------|---------------|---------------|----------------------------------|-----------|------------|---------------------------------|------------------|
| Pipe Label                                                                                  | Pipe Material    | Pipe Diameter | Length (feet) | Location by Block/Street Section | Condition | Intrusions | Additional Notes                | Recommendations  |
| D42                                                                                         | Vitrified Clay   | 8"            | 15            | D (5th to 8th)                   | Average   | None       |                                 | New 12" HDPE     |
| D43                                                                                         | Clay Tile        | 12"           | 219           | D (5th to 8th)                   | Poor      | Pipe       | Through alley from D to Capital | New 12" HDPE     |
| D44                                                                                         | Concrete         | 12"           | 49            | Main (5th to 8th)                | Average   | Soil       |                                 | New 12" HDPE     |
| D45                                                                                         | Concrete         | 8"            | 61            | Main (5th to 8th)                | Fair      | Soil       |                                 | New 12" HDPE     |
| D46                                                                                         | Vitrified Clay   | 12"           | 303           | 7th (Main to D)                  | Good      | Soil       |                                 | New 12" HDPE     |
| D47                                                                                         | Concrete         | 6"            | 26            | 7th (Main to D)                  | Good      | None       |                                 | New 12" HDPE     |
| D48                                                                                         | Vitrified Clay   | 8"            | 207           | D (5th to 8th)                   | Good      | None       |                                 | New 12" HDPE     |
| D49                                                                                         | Vitrified Clay   | 12"           | 248           | 7th (D to Capital)               | Good      | None       |                                 | New 12" HDPE     |
| D50                                                                                         | Clay Tile        | 12"           | 169           | Main (5th to 8th)                | Fair      | Root       |                                 | New 12" HDPE     |
| D51                                                                                         | Concrete         | 6"            | 28            | Main (5th to 8th)                | Good      | None       |                                 | New 12" HDPE     |
| D52                                                                                         | Concrete         | 12"           | 22            | Main (5th to 8th)                | Average   | None       |                                 | Protect in Place |
| D53                                                                                         | Concrete         | 12"           | 28            | Main (5th to 8th)                | Average   | None       |                                 | Protect in Place |
| D54                                                                                         | Black Flex       | 4"            | 51            | Main (5th to 8th)                | Good      | None       | Brackenbury Square, wall drain  | Protect in Place |
| D55                                                                                         | PVC              | 6"            | 59            | Main (5th to 8th)                | Good      | None       | Brackenbury Square              | Protect in Place |
| D56                                                                                         | PVC              | 4"            | 58            | Main (5th to 8th)                | Good      | None       | Brackenbury Square              | Protect in Place |
| D57                                                                                         | PVC              | 4"            | 20            | Main (5th to 8th)                | Good      | None       | Brackenbury Square              | Protect in Place |
| D58                                                                                         | Black Flex       | 4"            | 26            | Main (5th to 8th)                | Good      | None       | Brackenbury Square, wall drain  | Protect in Place |
| D59                                                                                         | Polyethylene     | 4"            | 20            | Main (5th to 8th)                | Good      | None       | Brackenbury Square              | Protect in Place |
| D60                                                                                         | Polyethylene     | 4"            | 42            | Main (5th to 8th)                | Good      | None       | Brackenbury Square              | Protect in Place |
| D61                                                                                         | Vitrified Clay   | 6"            | 34            | Main (5th to 8th)                | Fair      | Debris     |                                 | New 12" HDPE     |
| D62                                                                                         | Concrete         | 12"           | 17            | Main (5th to 8th)                | Good      | None       |                                 | Protect in Place |
| D63                                                                                         | Corrugated Metal | 10"           | 204           | Main (8th to 9th)                | Fair      | None       |                                 | New 12" HDPE     |
| D64                                                                                         | Vitrified Clay   | 18"           | 290           | Temple Ln                        | Good      | None       |                                 | New 18" HDPE     |
| D65                                                                                         | PVC              | 18"           | 29            | D (8th to 9th)                   | Very Good | None       |                                 | Protect in Place |
| D66                                                                                         | Polyethylene     | 24"           | 233           | D (8th to 9th)                   | Very Good | None       |                                 | Protect in Place |
| D67                                                                                         | Polyethylene     | 36"           | 33            | D (8th to 9th)                   | Very Good | None       |                                 | Protect in Place |
| D68                                                                                         | Polyethylene     | 42"           | 280           | D (8th to 9th)                   | Very Good | None       |                                 | Protect in Place |
| D69                                                                                         | Polyethylene     | 12"           | Unknown       | New 6th (F to Main)              | Very Good | None       |                                 | Protect in Place |
| D70                                                                                         | Polyethylene     | 12"           | Unknown       | New 6th (F to Main)              | Very Good | None       |                                 | Protect in Place |
| D71                                                                                         | Concrete         | 18"           | 82            | New 6th (F to Main)              | Fair      | Other      |                                 | New 18" HDPE     |
| D72                                                                                         | Concrete         | 12"           | 236           | Main (8th to 9th)                | Fair      | Debris     |                                 | New 12" HDPE     |
| D73                                                                                         | Vitrified Clay   | 18"           | 46            | Main (8th to 9th)                | Good      | None       |                                 | New 18" HDPE     |
| D74                                                                                         | Vitrified Clay   | 12"           | 180           | Main (8th to 9th)                | Average   | Debris     |                                 | New 12" HDPE     |
| D75                                                                                         | PVC              | 12"           | 40            | D (8th to 9th)                   | Very Good | None       |                                 | Protect in Place |
| D76                                                                                         | PVC              | 12"           | 31            | D (8th to 9th)                   | Very Good | None       |                                 | Protect in Place |
| D77                                                                                         | Polyethylene     | 24"           | 157           | D (8th to 9th)                   | Very Good | None       |                                 | Protect in Place |
| D78                                                                                         | Concrete         | 6"            | 82            | 8th                              | Good      | None       |                                 | New 12" HDPE     |
| D79                                                                                         | Vitrified Clay   | 8"            | 24            | 8th                              | Fair      | Soil       |                                 | New 12" HDPE     |
| D80                                                                                         | Polyethylene     | 30"           | 382           | 9th (Main to D)                  | Very Good | Pipe       |                                 | Protect in Place |
| D81                                                                                         | Polyethylene     | 30"           | 175           | 9th (F to Main)                  | Very Good | None       |                                 | Protect in Place |
| D82                                                                                         | PVC              | 12"           | 35            | 9th (F to Main)                  | Very Good | None       |                                 | Protect in Place |



EXHIBIT B3.4-3

| EXISTING STORMWATER PIPE INVENTORY & IMPROVEMENT RECOMMENDATIONS - DOWNTOWN CORE STUDY AREA |                |               |               |                                  |           |            |                                 |                  |
|---------------------------------------------------------------------------------------------|----------------|---------------|---------------|----------------------------------|-----------|------------|---------------------------------|------------------|
| Pipe Label                                                                                  | Pipe Material  | Pipe Diameter | Length (feet) | Location by Block/Street Section | Condition | Intrusions | Additional Notes                | Recommendations  |
| D83                                                                                         | Polyethylene   | 12"           | 33            | Main (9th to 11th)               | Very Good | None       |                                 | Protect in Place |
| D84                                                                                         | Polyethylene   | 12"           | 18            | 9th (Main to D)                  | Very Good | None       |                                 | Protect in Place |
| D85                                                                                         | Polyethylene   | 12"           | 19            | 9th (Main to D)                  | Very Good | None       |                                 | Protect in Place |
| D86                                                                                         | Concrete       | 12"           | 26            | Main (8th to 9th)                | Very Poor | Other      | No inlet structure shown in GIS | New 12" HDPE     |
| D87                                                                                         | Polyethylene   | 24"           | 266           | D (9th to 11th)                  | Very Good | Pipe       |                                 | Protect in Place |
| D88                                                                                         | Polyethylene   | 12"           | 30            | D (9th to 11th)                  | Very Good | None       |                                 | Protect in Place |
| D89                                                                                         | Polyethylene   | 12"           | 16            | D (9th to 11th)                  | Very Good | None       |                                 | Protect in Place |
| D90                                                                                         | Polyethylene   | 24"           | 222           | D (9th to 11th)                  | Very Good | None       |                                 | Protect in Place |
| D91                                                                                         | PVC            | 4"            | 31            | D (9th to 11th)                  | Very Good | None       |                                 | Protect in Place |
| D92                                                                                         | PVC            | 24"           | 56            | D (9th to 11th)                  | Very Good | None       |                                 | Protect in Place |
| D93                                                                                         | Polyethylene   | 24"           | 102           | D (9th to 11th)                  | Very Good | None       |                                 | Protect in Place |
| D94                                                                                         | Polyethylene   | 24"           | 29            | D (9th to 11th)                  | Very Good | None       |                                 | Protect in Place |
| D95                                                                                         | Polyethylene   | 24"           | 69            | D (9th to 11th)                  | Very Good | None       |                                 | Protect in Place |
| D96                                                                                         | Vitrified Clay | 18"           | 10            | D (9th to 11th)                  | Good      | None       |                                 | New 18" HDPE     |
| D97                                                                                         | Vitrified Clay | 18"           | 58            | D (9th to 11th)                  | Good      | None       |                                 | New 18" HDPE     |
| D98                                                                                         | Vitrified Clay | 18"           | 148           | D (9th to 11th)                  | Good      | None       |                                 | New 18" HDPE     |

Primary data source for pipe lengths and properties: City of Lewiston GIS Map

EXHIBIT B3.5

| EXISTING STORMWATER MANHOLE INVENTORY - DOWNTOWN CORE STUDY AREA |                  |                        |                       |              |                          |                     |                                  |                                    |
|------------------------------------------------------------------|------------------|------------------------|-----------------------|--------------|--------------------------|---------------------|----------------------------------|------------------------------------|
| Structure Label                                                  | Diameter or Size | Structure Material     | Approx. Rim Elevation | Depth (feet) | Approx. Invert Elevation | Structure Condition | Location by Block/Street Section | Additional Notes                   |
| B1                                                               | 48"              | Precast Concrete       | 741.2                 | 4.3          | 736.9                    | Unknown             | Main (1st to 3rd)                | Intersection of 1st and Main       |
| B2                                                               | 30"              | Precast Concrete       | 739.0                 | 2.6          | 736.4                    | Unknown             | Main (1st to 3rd)                | Intersection of 3rd and Main       |
| B3                                                               | 26"x24"          | Precast Concrete       | 738.7                 | 4.5          | 734.2                    | Unknown             | Main (1st to 3rd)                | Intersection of 3rd and Main       |
| B4                                                               | 48"              | Precast Concrete       | 737.9                 | 8.4          | 729.6                    | Good                | Main (3rd to 5th)                | Intersection of 5th and Main       |
| B5                                                               | 48"              | Precast Concrete       | 739.0                 | 7.8          | 731.2                    | Good                | 5th (F to Main)                  |                                    |
| B6                                                               | 48"              | Precast Concrete       | 737.1                 | 8.5          | 728.6                    | Good                | 5th (Main to D)                  | Intersection of 5th and D          |
| B7                                                               | 48"              | Precast Concrete       | 736.2                 | 8.4          | 727.8                    | Good                | 5th (D to Capital)               |                                    |
| B8                                                               | 48"              | Precast Concrete       | 735.9                 | 8.5          | 727.4                    | Good                | 5th (D to Capital)               | Intersection of 5th and Capital    |
| B9                                                               | 24"              | Precast Concrete       | 735.3                 | 6.4          | 729.0                    | Unknown             | 7th (Main to D)                  |                                    |
| B10                                                              | 24"              | Precast Concrete       | 734.1                 | 4.8          | 729.3                    | Unknown             | D (5th to 8th)                   | Intersection of 7th and D          |
| B11                                                              |                  |                        |                       |              |                          |                     |                                  | Label not used                     |
| B12                                                              | 48"              | Precast Concrete       | 736.7                 | 6.4          | 730.3                    | Good                | New 6th (F to Main)              | Intersection of New 6th and F      |
| B13                                                              | 48"              | Precast Concrete       | 736.4                 | 4.1          | 732.3                    | Good                | New 6th (F to Main)              |                                    |
| B14                                                              | 48"              | Precast Concrete       | 736.9                 | 5.2          | 731.7                    | Poor                | Main (5th to 8th)                | Intersection of New 6th and Main   |
| B15                                                              | 48"              | Precast Concrete       | 731.9                 | 6.0          | 725.9                    | Good                | D (8th to 9th)                   |                                    |
| B16                                                              | 48"              | Precast Concrete       | 732.1                 | 7.1          | 725.0                    | Good                | D (8th to 9th)                   | Intersection of Temple and D       |
| B17                                                              | 60"              | Precast Concrete       | 736.0                 | 10.7         | 725.3                    | Good                | 9th (F to Main)                  |                                    |
| B18                                                              | 72"              | Precast Concrete       | 734.4                 | 12.9         | 721.5                    | Good                | D (8th to 9th)                   | Intersection of 9th and D          |
| B19                                                              | 72"              | Precast Concrete       | 734.7                 | 13.8         | 720.9                    | Good                | D (8th to 9th)                   | North of Intersection of 9th and D |
| B20                                                              | 30"              | Precast Concrete       | Unknown               | 5.1          | Unknown                  | Unknown             | Main (5th to 8th)                | Brackenbury Square                 |
| B21                                                              | 24"x24"          | Cast-in-Place Concrete | 738.0                 | 3.3          | 734.7                    | Good                | Main (5th to 8th)                | Brackenbury Square                 |
| B22                                                              | 48"              | Precast Concrete       | 733.9                 | 7.3          | 726.6                    | Good                | D (9th to 11th)                  |                                    |
| B23                                                              | 48"              | Precast Concrete       | 735.8                 | 7.2          | 728.6                    | Good                | D (9th to 11th)                  |                                    |
| B24                                                              | 48"              | Precast Concrete       | 735.9                 | 7.2          | 728.8                    | Good                | D (9th to 11th)                  |                                    |
| B25                                                              | 48"              | Precast Concrete       | 735.7                 | 6.5          | 729.3                    | Good                | Main (9th to 11th)               |                                    |

Data source for manhole properties: City of Lewiston GIS Map

| COST ESTIMATE FOR REPLACEMENT OF ALL STORMWATER MANHOLES |          |      |                     |                       |
|----------------------------------------------------------|----------|------|---------------------|-----------------------|
| Description                                              | Quantity | Unit | Estimated Unit Cost | Total Estimated Cost* |
| Storm Manhole, 5-ft Max Depth                            | 6        | EA   | \$5,000             | \$30,000              |
| Storm Manhole, 10-ft Max Depth                           | 15       | EA   | \$7,500             | \$115,000             |
| Storm Manhole, 15-ft Max Depth                           | 3        | EA   | \$10,000            | \$30,000              |
| Total                                                    |          |      |                     | \$175,000             |

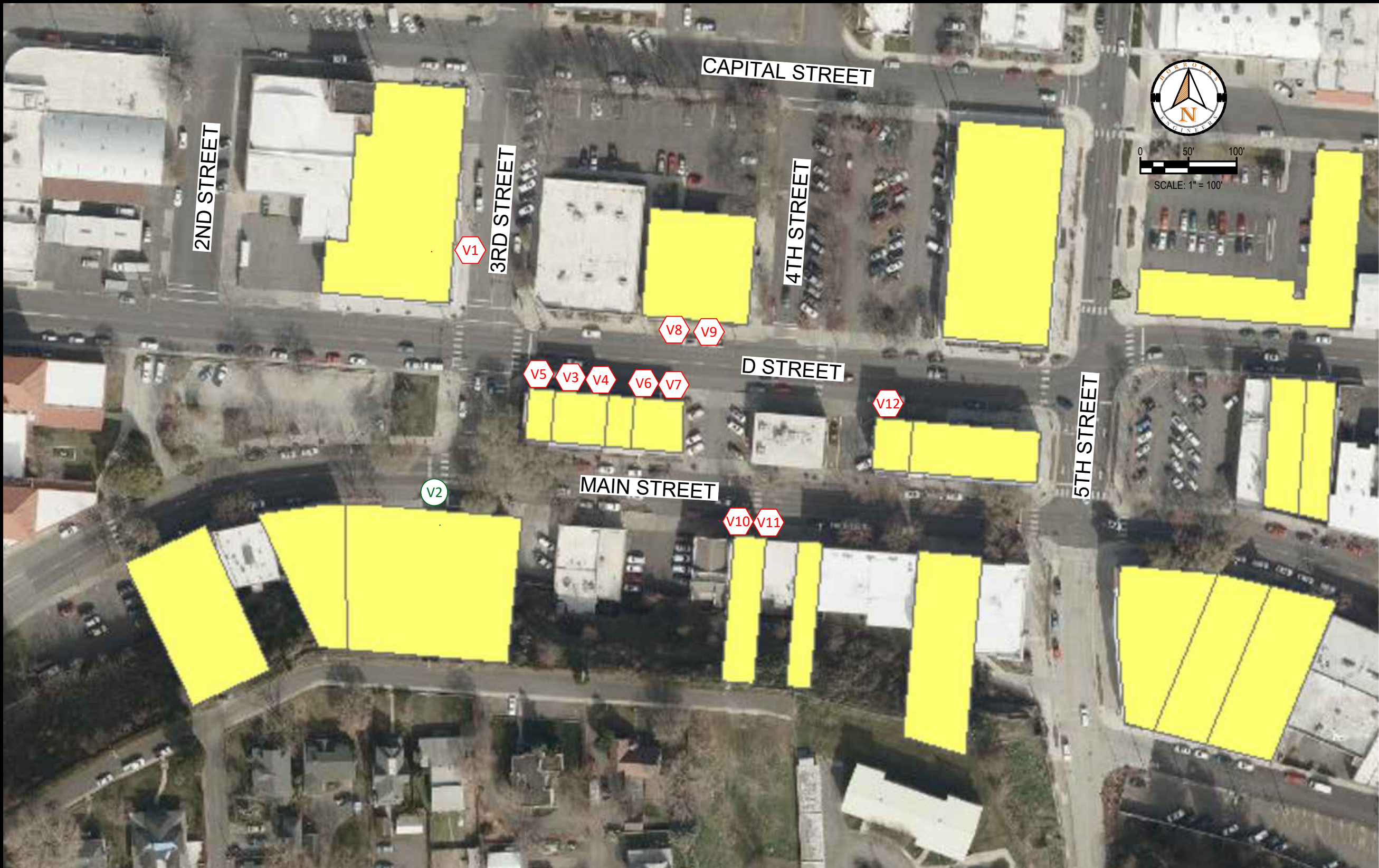
\*Note: Total estimated costs for each item are rounded to the nearest \$5,000.



EXHIBIT B3.6

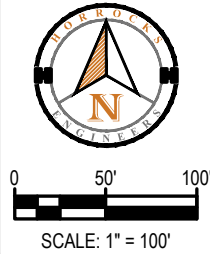
| EXISTING STORMWATER CATCH BASIN INVENTORY - DOWNTOWN CORE STUDY AREA |               |                       |              |                          |                                  |                    |                                                              |               |                       |                     |                          |                                                                  |                    |
|----------------------------------------------------------------------|---------------|-----------------------|--------------|--------------------------|----------------------------------|--------------------|--------------------------------------------------------------|---------------|-----------------------|---------------------|--------------------------|------------------------------------------------------------------|--------------------|
| Structure Label                                                      | GIS ID Number | Approx. Rim Elevation | Depth (feet) | Approx. Invert Elevation | Location by Block/Street Section | Additional Notes   | Structure Label                                              | GIS ID Number | Approx. Rim Elevation | Depth (feet)        | Approx. Invert Elevation | Location by Block/Street Section                                 | Additional Notes   |
| C1                                                                   | 5274          | 740.1                 | 2.7          | 737.4                    | Main (1st to 3rd)                |                    | C42                                                          | 8958          | 735.4                 | 4.4                 | 731.1                    | D (5th to 8th)                                                   | Brackenbury Square |
| C2                                                                   | 5272          | 739.5                 | 2.4          | 737.1                    | Main (1st to 3rd)                |                    | C43                                                          | 5347          | 735.6                 | 3.1                 | 732.5                    | D (5th to 8th)                                                   |                    |
| C3                                                                   | 5284          | 736.8                 | 1.9          | 734.9                    | D (1st to 3rd)                   |                    | C44                                                          | 5354          | 735.5                 | 2.4                 | 733.2                    | Main (5th to 8th)                                                |                    |
| C4                                                                   | 5270          | Unknown               | 2.4          | Unknown                  | Main (1st to 3rd)                |                    | C45                                                          | 5355          | Unknown               | 3.4                 | Unknown                  | Main (5th to 8th)                                                |                    |
| C5                                                                   | 5271          | Unknown               | 1.8          | Unknown                  | Main (1st to 3rd)                |                    | C46                                                          | 5353          | 735.5                 | 2.0                 | 733.5                    | Main (5th to 8th)                                                |                    |
| C6                                                                   | 5299          | Unknown               | 1.9          | Unknown                  | Main (1st to 3rd)                |                    | C47                                                          | 5356          | Unknown               | 3.1                 | Unknown                  | Main (5th to 8th)                                                |                    |
| C7                                                                   | 5301          | 738.3                 | 1.5          | 736.8                    | Main (1st to 3rd)                |                    | C48                                                          | 5357          | 734.6                 | 2.5                 | 732.1                    | Main (5th to 8th)                                                |                    |
| C8                                                                   | 5297          | 737.9                 | 3.2          | 734.7                    | 3rd (Main to D)                  |                    | C49                                                          | 5362          | 734.0                 | 2.3                 | 731.7                    | 8th                                                              |                    |
| C9                                                                   | 5295          | 735.6                 | 2.7          | 732.9                    | 3rd (D to Capital)               |                    | C50                                                          | 5361          | 733.6                 | 1.7                 | 732.0                    | 8th                                                              |                    |
| C10                                                                  | 5296          | 735.4                 | 2.0          | 733.4                    | 3rd (D to Capital)               |                    | C51                                                          | 5365          | 734.1                 | 1.7                 | 732.4                    | D (5th to 8th)                                                   |                    |
| C11                                                                  | None          | Unknown               | 3.0          | Unknown                  | 3rd (D to Capital)               |                    | C52                                                          | 5363          | 733.9                 | 2.4                 | 731.5                    | 8th                                                              |                    |
| C12                                                                  | None          | Unknown               | Unknown      | Unknown                  | 3rd (D to Capital)               |                    | C53                                                          | 5364          | 734.0                 | 2.3                 | 731.7                    | 8th                                                              |                    |
| C13                                                                  | 5302          | Unknown               | 1.5          | Unknown                  | Main (3rd to 5th)                |                    | C54                                                          | 5358          | Unknown               | 3.8                 | Unknown                  | Main (8th to 9th)                                                |                    |
| C14                                                                  | 5312          | 737.6                 | 1.3          | 736.3                    | Main (3rd to 5th)                |                    | C55                                                          | 5372          | 736.0                 | 2.1                 | 733.9                    | New 6th (F to Main)                                              |                    |
| C15                                                                  | 5311          | 737.2                 | 1.7          | 735.5                    | D (3rd to 5th)                   |                    | C56                                                          | 5371          | 736.0                 | 2.0                 | 734.1                    | New 6th (F to Main)                                              |                    |
| C16                                                                  | 5313          | 736.7                 | 0.8          | 735.9                    | D (3rd to 5th)                   |                    | C57                                                          | 5380          | 735.8                 | 2.4                 | 733.4                    | Main (8th to 9th)                                                |                    |
| C17                                                                  | 5310          | 736.5                 | 2.7          | 733.8                    | D (3rd to 5th)                   |                    | C58                                                          | 5379          | 735.3                 | 5.0                 | 730.3                    | Main (8th to 9th)                                                |                    |
| C18                                                                  | 5306          | Unknown               | 1.8          | Unknown                  | Main (3rd to 5th)                |                    | C59                                                          | 5374          | Unknown               | 10.0                | Unknown                  | Main (8th to 9th)                                                |                    |
| C19                                                                  | 5303          | Unknown               | 1.7          | Unknown                  | Main (3rd to 5th)                |                    | C60                                                          | 5375          | Unknown               | 6.2                 | Unknown                  | Main (8th to 9th)                                                |                    |
| C20                                                                  | 8982          | 737.2                 | 7.2          | 730.0                    | Main (3rd to 5th)                |                    | C61                                                          | 9172          | 731.5                 | 2.5                 | 729.0                    | D (8th to 9th)                                                   |                    |
| C21                                                                  | 8914          | 737.4                 | 7.6          | 729.8                    | Main (3rd to 5th)                |                    | C62                                                          | 9171          | 731.4                 | 2.9                 | 728.5                    | D (8th to 9th)                                                   |                    |
| C22                                                                  | 8980          | 736.7                 | 6.6          | 730.1                    | D (3rd to 5th)                   |                    | C63                                                          | 9169          | 731.5                 | 4.7                 | 726.8                    | D (8th to 9th)                                                   |                    |
| C23                                                                  | 8981          | 736.3                 | 6.5          | 729.8                    | D (3rd to 5th)                   |                    | C64                                                          | 9166          | 731.9                 | 3.8                 | 728.1                    | D (8th to 9th)                                                   |                    |
| C24                                                                  | 5309          | 733.9                 | 2.8          | 731.1                    | D (3rd to 5th)                   |                    | C65                                                          | 9168          | 731.9                 | 6.0                 | 725.9                    | D (8th to 9th)                                                   |                    |
| C25                                                                  | 8978          | 736.5                 | 2.7          | 733.9                    | D (5th to 8th)                   |                    | C66                                                          | 9182          | 734.2                 | 4.5                 | 729.7                    | 9th (Main to D)                                                  |                    |
| C26                                                                  | 8910          | 741.3                 | 4.6          | 736.7                    | Main (3rd to 5th)                |                    | C67                                                          | 9183          | 734.0                 | 2.0                 | 732.0                    | 9th (Main to D)                                                  |                    |
| C27                                                                  | 8911          | 738.0                 | 3.1          | 734.9                    | Main (5th to 8th)                |                    | C68                                                          | 9181          | 735.4                 | 5.9                 | 729.5                    | 9th (F to Main)                                                  |                    |
| C28                                                                  | 8912          | 737.4                 | 3.8          | 733.6                    | Main (5th to 8th)                |                    | C69                                                          | 9179          | 735.4                 | 3.3                 | 732.1                    | 9th (F to Main)                                                  |                    |
| C29                                                                  | 5337          | 736.6                 | 2.2          | 734.4                    | Main (5th to 8th)                |                    | C70                                                          | 9180          | 735.5                 | 2.1                 | 733.4                    | 9th (F to Main)                                                  |                    |
| C30                                                                  | 5343          | Unknown               | 1.7          | Unknown                  | Main (5th to 8th)                |                    | C71                                                          | 9164          | 734.2                 | 5.7                 | 728.5                    | D (9th to 11th)                                                  |                    |
| C31                                                                  | 5338          | Unknown               | 3.3          | Unknown                  | Main (5th to 8th)                |                    | C72                                                          | 9161          | 733.8                 | 2.3                 | 731.5                    | D (9th to 11th)                                                  |                    |
| C32                                                                  | 5342          | Unknown               | 1.7          | Unknown                  | Main (5th to 8th)                |                    | C73                                                          | 9158          | 734.7                 | 7.3                 | 727.4                    | D (9th to 11th)                                                  |                    |
| C33                                                                  | 9030          | Unknown               | 2.9          | Unknown                  | Main (5th to 8th)                |                    | C74                                                          | 9163          | 731.4                 | 2.3                 | 729.1                    | D (9th to 11th)                                                  |                    |
| C34                                                                  | 5344          | Unknown               | 2.1          | Unknown                  | Main (5th to 8th)                |                    | C75                                                          | 9159          | 734.7                 | 2.2                 | 732.5                    | D (9th to 11th)                                                  |                    |
| C35                                                                  | 9027          | 735.5                 | 2.3          | 733.2                    | Main (5th to 8th)                | Brackenbury Square | C76                                                          | 9157          | 734.9                 | 6.9                 | 728.0                    | D (9th to 11th)                                                  |                    |
| C36                                                                  | 9026          | 737.3                 | 1.7          | 735.6                    | Main (5th to 8th)                | Brackenbury Square | C77                                                          | 5390          | 735.3                 | 6.1                 | 729.2                    | Main (9th to 11th)                                               |                    |
| C37                                                                  | 9029          | 735.9                 | 0.8          | 735.1                    | Main (5th to 8th)                | Brackenbury Square | C78                                                          | 5391          | 736.0                 | 6.1                 | 729.9                    | Main (9th to 11th)                                               |                    |
| C38                                                                  | 5339          | Unknown               | 2.3          | Unknown                  | Main (5th to 8th)                |                    | COST ESTIMATE FOR REPLACEMENT OF ALL STORMWATER CATCH BASINS |               |                       |                     |                          | Data source for catch basin properties: City of Lewiston GIS Map |                    |
| C39                                                                  | 5340          | Unknown               | 1.5          | Unknown                  | Main (5th to 8th)                |                    | Description                                                  | Quantity      | Unit                  | Estimated Unit Cost | Total Estimated Cost     |                                                                  |                    |
| C40                                                                  | 5341          | Unknown               | 1.0          | Unknown                  | Main (5th to 8th)                |                    | Stormwater Catch Basin                                       | 78            | EA                    | \$5,000             | \$390,000                |                                                                  |                    |
| C41                                                                  | 8959          | 735.9                 | 4.3          | 731.6                    | D (5th to 8th)                   | Brackenbury Square |                                                              |               |                       |                     |                          |                                                                  |                    |





**KEY NOTES**

- OPEN VAULT**
- FILLED VAULT**
- UNKNOWN VAULT**



**SHEET NOTES:**

1. THE VAULTS LOCATIONS SHOWN ON THIS MAP ARE NOT EXACT AND ARE PROVIDED FOR GENERAL PLANNING PURPOSES ONLY. SEE CITY OF LEWISTON VAULT INVENTORY/ASSESSMENT BY TD&H ENGINEERING FROM 2016 FOR SPECIFIC DETAILS RELATED TO EACH VAULT.
2. THE HIGHLIGHTED BUILDINGS ARE PROVIDED BY THE CITY OF LEWISTON'S GIS MAP AND GENERALLY INDICATE BUILDINGS WITH SIDEWALK VAULTS. HOWEVER, THE ACCURACY AND SOURCE OF THIS PARTICULAR DATA WAS NOT REVIEWED AND MAY NOT CORRESPOND WITH THE VAULT INVENTORY/ASSESSMENT PER NOTE 1.



**EXISTING SIDEWALK VAULT MAP  
2ND STREET TO 5TH STREET**

DOWNTOWN LEWISTON INFRASTRUCTURE SCOPING STUDY



DATE: 10/10/2022

|          |      |
|----------|------|
| APPENDIX | B    |
| EXHIBIT  | B4.0 |





**KEY NOTES**

**OPEN VAULT**

**FILLED VAULT**

**UNKNOWN VAULT**

SCALE: 1" = 100'

**SHEET NOTES:**

1.

THE VAULTS LOCATIONS SHOWN ON THIS MAP ARE NOT EXACT AND ARE PROVIDED FOR GENERAL PLANNING PURPOSES ONLY. SEE CITY OF LEWISTON VAULT INVENTORY/ASSESSMENT BY TD&H ENGINEERING FROM 2016 FOR SPECIFIC DETAILS RELATED TO EACH VAULT.

2.

THE HIGHLIGHTED BUILDINGS ARE PROVIDED BY THE CITY OF LEWISTON'S GIS MAP AND GENERALLY INDICATE BUILDINGS WITH SIDEWALK VAULTS. HOWEVER, THE ACCURACY AND SOURCE OF THIS PARTICULAR DATA WAS NOT REVIEWED AND MAY NOT CORRESPOND WITH THE VAULT INVENTORY/ASSESSMENT PER NOTE 1.

EXISTING SIDEWALK VAULT MAP  
5TH STREET TO 9TH STREET

DOWNTOWN LEWISTON INFRASTRUCTURE SCOPING STUDY

DATE: 10/10/2022

APPENDIX

B

EXHIBIT

B4.1



EXHIBIT B4.2

| EXISTING SIDEWALK VAULT INVENTORY - DOWNTOWN CORE STUDY AREA                                                                                                         |           |                  |                                       |                                  |               |                                      |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------------------|---------------------------------------|----------------------------------|---------------|--------------------------------------|
| Vault Label                                                                                                                                                          | Survey ID | Building Address | Business Name/Owner at time of Survey | Location by Block/Street Section | Status (2016) | Additional Notes                     |
| V1                                                                                                                                                                   | -         | 215 D St         | City Public Works                     | 3rd (D to Capital)               | Open          |                                      |
| V2                                                                                                                                                                   | -         | 300 Main St      | YWCA                                  | Main (3rd to 5th)                | Filled        |                                      |
| V3                                                                                                                                                                   | A         | 301 Main St      | Pals Sport Bar                        | D (3rd to 5th)                   | Open          | Used as storage room and cooler      |
| V4                                                                                                                                                                   | B         | 301 Main St      | Pals Sport Bar                        | D (3rd to 5th)                   | Open          | Used as an office                    |
| V5                                                                                                                                                                   | -         | 301 Main St      | Seasons Wine Bar                      | D (3rd to 5th)                   | Open          | Used as storage room                 |
| V6                                                                                                                                                                   | A         | 311 Main St      | Bojacks                               | D (3rd to 5th)                   | Open          | Kitchen and cooler                   |
| V7                                                                                                                                                                   | B         | 311 Main St      | Bojacks                               | D (3rd to 5th)                   | Open          | Used as storage room                 |
| V8                                                                                                                                                                   | A         | 313 D St         | Means Building                        | D (3rd to 5th)                   | Open          |                                      |
| V9                                                                                                                                                                   | B         | 313 D St         | Means Building                        | D (3rd to 5th)                   | Open          |                                      |
| V10                                                                                                                                                                  | -         | 326 Main St      | Wild at Art                           | Main (3rd to 5th)                | Open          |                                      |
| V11                                                                                                                                                                  | -         | 326 Main St      | Blue Lantern                          | Main (3rd to 5th)                | Open          |                                      |
| V12                                                                                                                                                                  | -         | 407 Main St      | Moxie Salon                           | D (3rd to 5th)                   | Open          |                                      |
| V13                                                                                                                                                                  | -         | 611 Main St      | Liberty Theater                       | Main (5th to 8th)                | Open          |                                      |
| V14                                                                                                                                                                  | -         | 700 Main St      | Diamond Shop                          | Main (5th to 8th)                | Open          |                                      |
| V15                                                                                                                                                                  | -         | 704 Main St      | Klings                                | Main (5th to 8th)                | Open          | No access from building              |
| V16                                                                                                                                                                  | A         | 800 Main St      | Mill End                              | Main (5th to 8th)                | Open          |                                      |
| V17                                                                                                                                                                  | B         | 800 Main St      | Mill End                              | Main (5th to 8th)                | Open          |                                      |
| V18                                                                                                                                                                  | C         | 800 Main St      | Mill End                              | Main (5th to 8th)                | Open          |                                      |
| V19                                                                                                                                                                  | D         | 800 Main St      | Mill End                              | Main (5th to 8th)                | Open          |                                      |
| V20                                                                                                                                                                  | -         | 810 Main St      | Lewis Clark Realtors                  | Main (8th to 9th)                | Open          |                                      |
| V21                                                                                                                                                                  | B         | 816 Main St      | Mader Building                        | Main (8th to 9th)                | Open          |                                      |
| V22                                                                                                                                                                  | A         | 816 Main St      | Mader Building                        | New 6th (Main to F)              | Open          |                                      |
| V23                                                                                                                                                                  | AA        | 826 Main St      | JMS Limited                           | New 6th (Main to F)              | Open          |                                      |
| V24                                                                                                                                                                  | A         | 826 Main St      | JMS Limited                           | New 6th (Main to F)              | Open          | Access through adjacent vault        |
| V25                                                                                                                                                                  | B         | 826 Main St      | JMS Limited                           | New 6th (Main to F)              | Open          |                                      |
| V26                                                                                                                                                                  | C         | 826 Main St      | JMS Limited                           | New 6th (Main to F)              | Open          |                                      |
| V27                                                                                                                                                                  | A         | 826 Main St      | JMS Limited                           | Main (8th to 9th)                | Open          |                                      |
| V28                                                                                                                                                                  | B         | 826 Main St      | JMS Limited                           | Main (8th to 9th)                | Open          | Access through adjacent vault        |
| V29                                                                                                                                                                  | A         | 830 Main St      | JMS Limited                           | Main (8th to 9th)                | Open          | Access through adjacent vault        |
| V30                                                                                                                                                                  | B         | 830 Main St      | JMS Limited                           | Main (8th to 9th)                | Open          |                                      |
| V31                                                                                                                                                                  | -         | 832 Main St      | Art Uncorked                          | Main (8th to 9th)                | Open          |                                      |
| V32                                                                                                                                                                  | -         | 836 Main St      | Le Charron, Altons                    | Main (8th to 9th)                | Unknown       | Poured wall, unable to verify status |
| V33                                                                                                                                                                  | -         | 838 Main St      | B&I Computers                         | Main (8th to 9th)                | Filled        |                                      |
| V34                                                                                                                                                                  | -         | 840 Main St      | That One Place                        | Main (8th to 9th)                | Filled        |                                      |
| V35                                                                                                                                                                  | -         | 842 Main St      | JMS                                   | Main (8th to 9th)                | Filled        |                                      |
| V36                                                                                                                                                                  | -         | 844 Main St      | Barber Shop/JMS Ltd.                  | Main (8th to 9th)                | Filled        |                                      |
| V37                                                                                                                                                                  | -         | 846 Main St      | Zen Readings                          | Main (8th to 9th)                | Open          |                                      |
| V38                                                                                                                                                                  | -         | 848 Main St      | Time Shop                             | Main (8th to 9th)                | Filled        |                                      |
| Note:<br>The data presented in this table is based on the City of Lewiston Vault Inventory/Assessment completed by TD&H Engineering in 2016 between May & September. |           |                  |                                       | OPEN VAULTS:                     | 31            |                                      |
|                                                                                                                                                                      |           |                  |                                       | FILLED VAULTS:                   | 6             |                                      |
|                                                                                                                                                                      |           |                  |                                       | UNKNOWN VAULTS:                  | 1             |                                      |
|                                                                                                                                                                      |           |                  |                                       | TOTAL QUANTITY:                  | 38            |                                      |

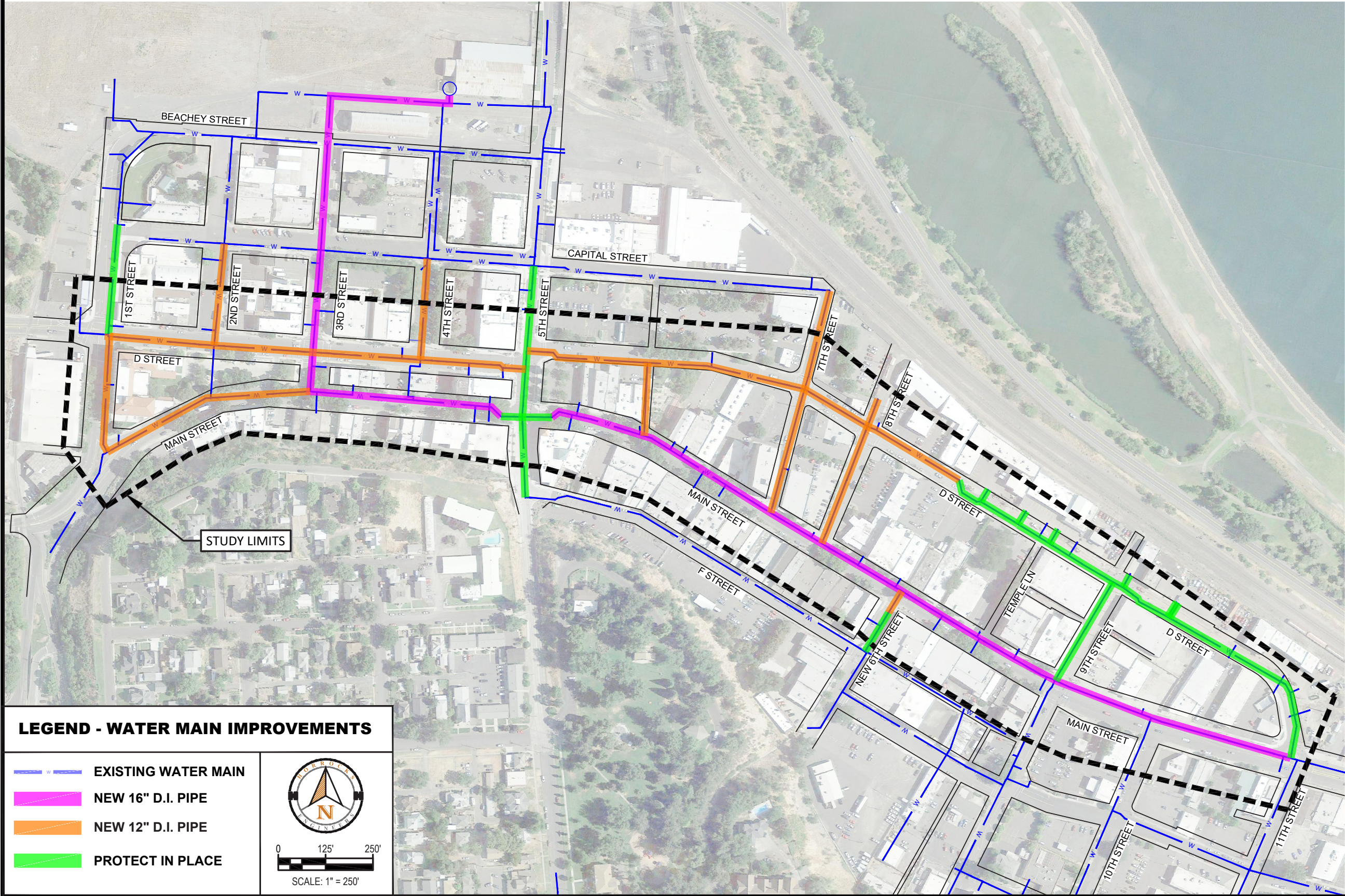
| OPEN & UNKNOWN VAULTS BY BLOCK/STREET SECTION |                                    |
|-----------------------------------------------|------------------------------------|
| Location by Block/Street Section              | Quantity of Open or Unknown Vaults |
| 3rd (D to Capital)                            | 1                                  |
| D (3rd to 5th)                                | 8                                  |
| Main (3rd to 5th)                             | 2                                  |
| Main (5th to 8th)                             | 7                                  |
| Main (8th to 9th)                             | 9                                  |
| New 6th (Main to F)                           | 5                                  |
| Total                                         | 32                                 |

| COST ESTIMATE TO ABANDON OR UPGRADE SIDEWALK VAULTS |          |      |                     |                      |
|-----------------------------------------------------|----------|------|---------------------|----------------------|
| Description                                         | Quantity | Unit | Estimated Unit Cost | Total Estimated Cost |
| Sidewalk Vault Remediation                          | 32       | EA   | \$20,000            | \$640,000            |



**Appendix C:**  
**Downtown Lewiston Recommended Utility Improvements**





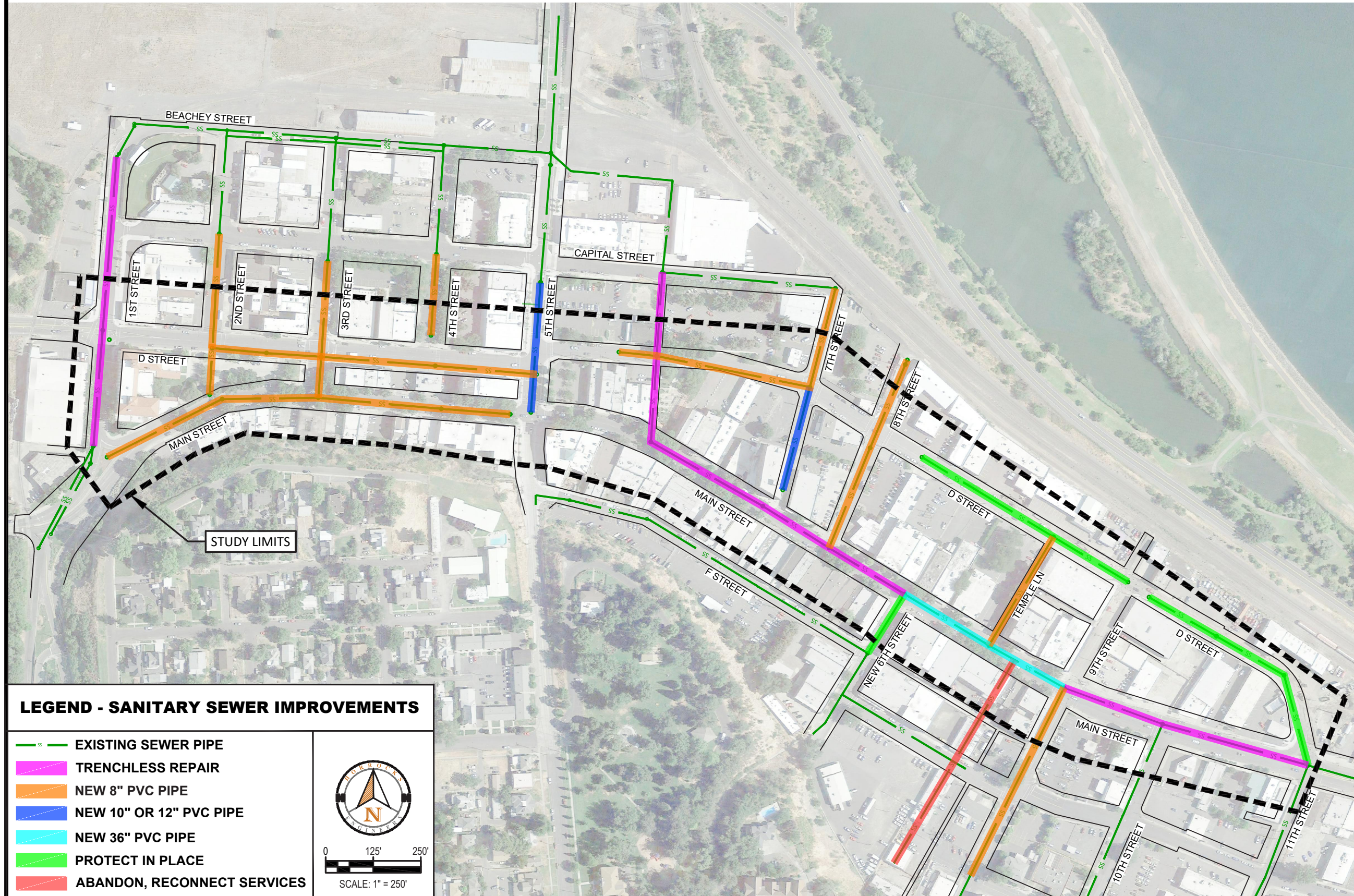
**LEGEND - WATER MAIN IMPROVEMENTS**

|  |                     |
|--|---------------------|
|  | EXISTING WATER MAIN |
|  | NEW 16" D.I. PIPE   |
|  | NEW 12" D.I. PIPE   |
|  | PROTECT IN PLACE    |

0 125' 250'

SCALE: 1" = 250'





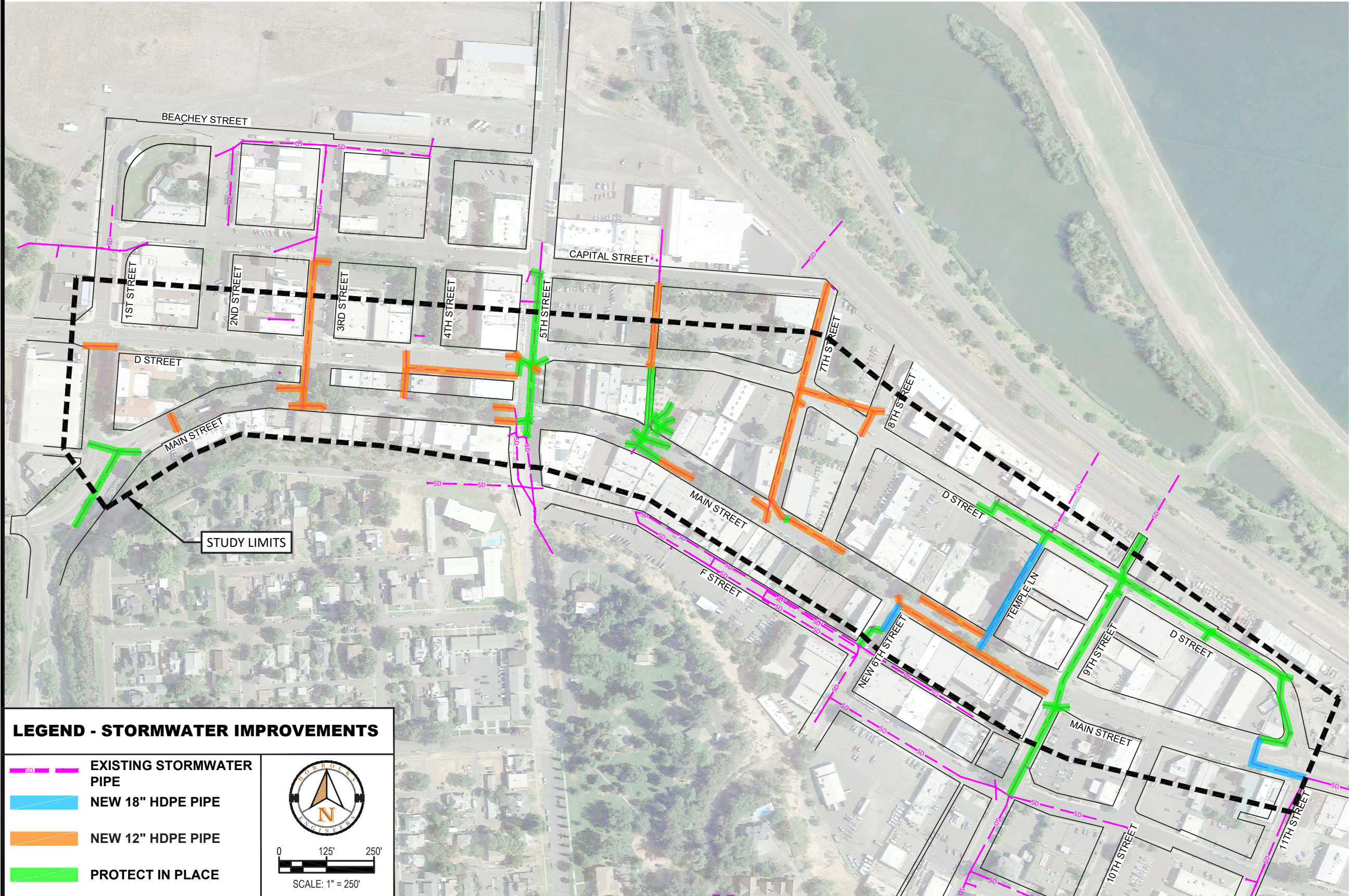
**LEGEND - SANITARY SEWER IMPROVEMENTS**

- SS — EXISTING SEWER PIPE
- TRENCHLESS REPAIR
- NEW 8" PVC PIPE
- NEW 10" OR 12" PVC PIPE
- NEW 36" PVC PIPE
- PROTECT IN PLACE
- ABANDON, RECONNECT SERVICES

0 125' 250'

SCALE: 1" = 250'







Appendix D:  
Downtown Lewiston  
Transportation Recommendations



DOWNTOWN LEWISTON TRANSPORTATION RECOMMENDATIONS





## A Parking and Curbside Management

### Curbside Flex Zones on Main Street and Maintain Existing Diagonal Parking

Suggested uses include:

- Loading and unloading (freight)
- 15 minute loading zones (all vehicles)
- Rideshare (like taxi, or Uber/Lyft) pick up and drop off
- 1 or 2 hour public parking



Source: chattanooga.gov

## B Roundabout and Replace All Signals

Roundabouts improve safety by forcing drivers to slow down and improve traffic flow. A roundabout at Main Street and 1st Street is recommended in the Downtown Master Plan and will help with traffic flow while still reducing speeds. A marked crossing on Main Street to the east will provide a separate and comfortable space for pedestrian use.



Source: babcockautocare.com

## C Midblock Crossing Improvements on Main Street

### Textured Crosswalk with Pavement Treatments

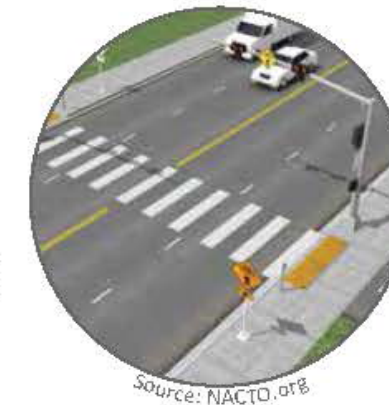


Source: thisiscollins.com

Textured crosswalks improve pedestrians safety by making crosswalks more visible to motorists.

### Pedestrian Flashing Beacons

Flashing beacons enhance pedestrian crossings by increasing motorists awareness to stop and yield to pedestrians.



Source: NACTO.org

## D Midblock Crossing Improvements on D Street

### Pedestrian Refuge Islands

### Pedestrian Flashing Beacons

Pedestrian refuge islands allow pedestrians to cross one direction of traffic at a time. This significantly reduces the complexity of the crossing and improve safety for pedestrians.



## E Bicycle Improvements

### Bike Sharrows on Main Street

In congruency with the Downtown Master Plan, bike "sharrows" are recommended on Main Street to improve visibility of bicyclists and encourage motorists to share the road.



### Bike Racks

Bike racks can be added to the existing bus stops at 3rd, 5th, and 7th Streets. Bike racks can also be strategically placed near business nodes, or even in on-street parking stalls if the demand warrants it.

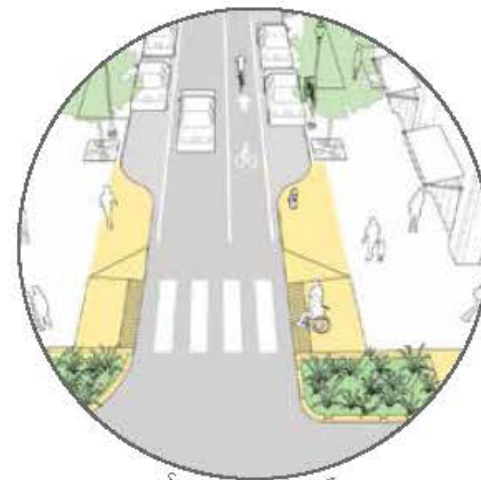


Source: NYC.gov

## F Intersection Improvements

### Bulb Outs

Bulb outs visually and physically narrow the roadway, create safer and shorter crossings for pedestrians, and increase the available space for street furniture, benches, plantings, and street trees.

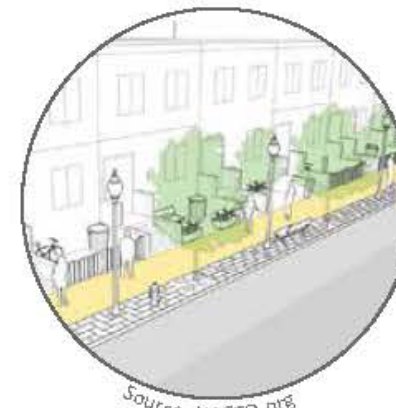


Source: NACTO.org

## G Sidewalk Improvements

### Streetscape Elements, Including Park Strips, Planters, Benches, Public Art, Street Trees, and Other Amenities

Safe, accessible, and well-maintained sidewalks can encourage walking and mode shifts by making it more attractive for users. Streetscape elements also help with traffic calming, and encouraging frequent stops to local businesses and destinations in the areas.



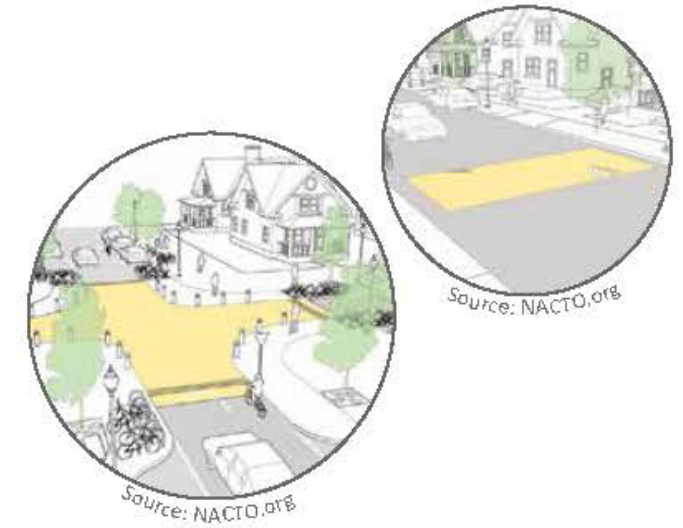
Source: NACTO.org

## H Speed Control

### Vertical Speed Control Elements

### Raised Intersection or Paving Treatments

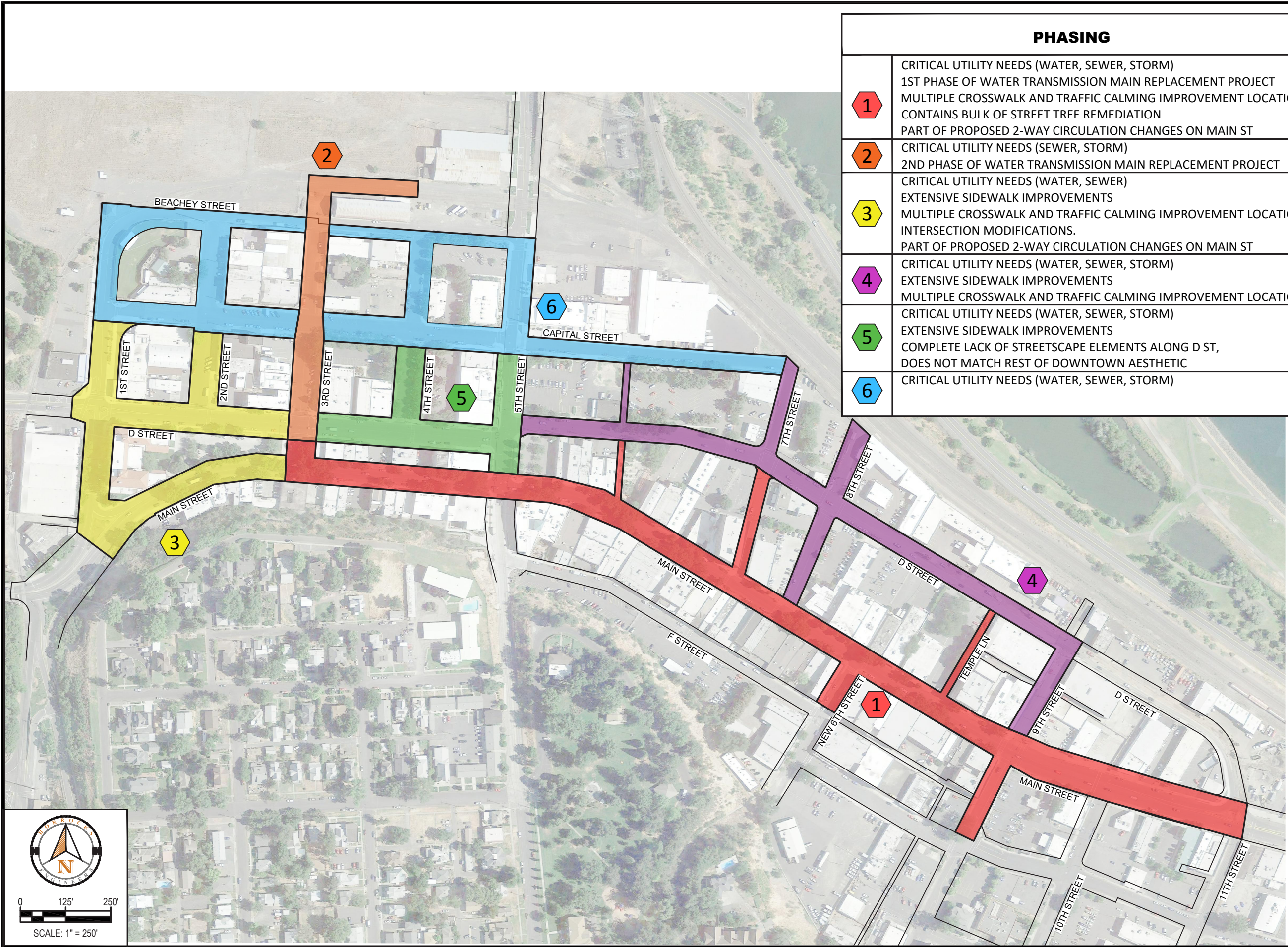
Vertical speed control elements manage traffic speeds and reinforce pedestrian-friendly, safe speeds.



Source: NACTO.org

**Appendix E:**  
**Downtown Lewiston Construction Phasing**





| PHASING |                                                                                                                                                                                                                                                                               |
|---------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1       | CRITICAL UTILITY NEEDS (WATER, SEWER, STORM)<br>1ST PHASE OF WATER TRANSMISSION MAIN REPLACEMENT PROJECT<br>MULTIPLE CROSSWALK AND TRAFFIC CALMING IMPROVEMENT LOCATIONS<br>CONTAINS BULK OF STREET TREE REMEDIATION<br>PART OF PROPOSED 2-WAY CIRCULATION CHANGES ON MAIN ST |
| 2       | CRITICAL UTILITY NEEDS (SEWER, STORM)<br>2ND PHASE OF WATER TRANSMISSION MAIN REPLACEMENT PROJECT                                                                                                                                                                             |
| 3       | CRITICAL UTILITY NEEDS (WATER, SEWER)<br>EXTENSIVE SIDEWALK IMPROVEMENTS<br>MULTIPLE CROSSWALK AND TRAFFIC CALMING IMPROVEMENT LOCATIONS<br>INTERSECTION MODIFICATIONS.<br>PART OF PROPOSED 2-WAY CIRCULATION CHANGES ON MAIN ST                                              |
| 4       | CRITICAL UTILITY NEEDS (WATER, SEWER, STORM)<br>EXTENSIVE SIDEWALK IMPROVEMENTS<br>MULTIPLE CROSSWALK AND TRAFFIC CALMING IMPROVEMENT LOCATIONS                                                                                                                               |
| 5       | CRITICAL UTILITY NEEDS (WATER, SEWER, STORM)<br>EXTENSIVE SIDEWALK IMPROVEMENTS<br>COMPLETE LACK OF STREETScape ELEMENTS ALONG D ST,<br>DOES NOT MATCH REST OF DOWNTOWN AESTHETIC                                                                                             |
| 6       | CRITICAL UTILITY NEEDS (WATER, SEWER, STORM)                                                                                                                                                                                                                                  |



RECOMMENDED PHASING MAP  
DOWNTOWN CORE STUDY AREA

DOWNTOWN LEWISTON INFRASTRUCTURE SCOPING STUDY



|                  |      |
|------------------|------|
| DATE: 10/31/2022 |      |
| APPENDIX         | E    |
| EXHIBIT          | E1.0 |



Appendix F:  
Downtown Lewiston Cost Estimate Data



EXHIBIT F1.1

| STREET & SIDEWALK IMPROVEMENTS - DOWNTOWN CORE STUDY AREA |       |                          |           |                |               |               |                      |                       |                |               |                 |
|-----------------------------------------------------------|-------|--------------------------|-----------|----------------|---------------|---------------|----------------------|-----------------------|----------------|---------------|-----------------|
| Block                                                     | Phase | Asphalt Pavement Section |           |                | Demo Asphalt  | New 4" HMA    | Concrete Sidewalks   |                       |                | Demo Sidewalk | New 4" Sidewalk |
|                                                           |       | Length                   | Max Width | Asphalt Area   | Cost (per SY) | Cost (per SY) | Left (north or west) | Right (south or east) | Concrete Area  | Cost (per SY) | Cost (per SY)   |
|                                                           |       | (feet)                   | (feet)    | (square yards) | \$20          | \$40          | Approx. Width (ft)   | Approx. Width (ft)    | (square yards) | \$25          | \$100           |
| Main (1st to 3rd)                                         | 3     | 508                      | 50        | 2822           | \$ 56,444     | \$ 112,889    | 9                    | 10                    | 1072           | \$ 26,811     | \$ 107,244      |
| Main (3rd to 5th)                                         | 1     | 565                      | 42.3      | 2656           | \$ 53,110     | \$ 106,220    | 13                   | 16                    | 1821           | \$ 45,514     | \$ 182,056      |
| Main (5th to 8th)                                         | 1     | 866                      | 47.2      | 4542           | \$ 90,834     | \$ 181,668    | 15                   | 16                    | 2983           | \$ 74,572     | \$ 298,289      |
| Main (8th to 9th)                                         | 1     | 723                      | 51.5      | 4137           | \$ 82,743     | \$ 165,487    | 16                   | 16                    | 2571           | \$ 64,267     | \$ 257,067      |
| Main (9th to 11th)                                        | 1     | 662                      | 60.8      | 4472           | \$ 89,444     | \$ 178,887    | 16                   | 16                    | 2354           | \$ 58,844     | \$ 235,378      |
| D (1st to 3rd)                                            | 3     | 537                      | 48.5      | 2894           | \$ 57,877     | \$ 115,753    | 8                    | 5                     | 776            | \$ 19,392     | \$ 77,567       |
| D (3rd to 5th)                                            | 5     | 541                      | 48.5      | 2915           | \$ 58,308     | \$ 116,616    | 15                   | 14                    | 1743           | \$ 43,581     | \$ 174,322      |
| D (5th to 8th)                                            | 4     | 940                      | 44.5      | 4648           | \$ 92,956     | \$ 185,911    | 11                   | 5                     | 1671           | \$ 41,778     | \$ 167,111      |
| D (8th to 9th)                                            | 4     | 772                      | 43.5      | 3731           | \$ 74,627     | \$ 149,253    | 8                    | 10                    | 1544           | \$ 38,600     | \$ 154,400      |
| D (9th to 11th)                                           | NA    | 0                        | 44.5      | 0              | \$ -          | \$ -          | 8                    | 10                    | 0              | \$ -          | \$ -            |
| 1st (Main to D)                                           | 3     | 288                      | 55        | 1760           | \$ 35,200     | \$ 70,400     | 11                   | 5                     | 512            | \$ 12,800     | \$ 51,200       |
| 1st (D to Capital)                                        | 3     | 86                       | 40        | 382            | \$ 7,644      | \$ 15,289     | 13                   | 12                    | 239            | \$ 5,972      | \$ 23,889       |
| 2nd (D to Capital)                                        | 3     | 233                      | 50        | 1294           | \$ 25,889     | \$ 51,778     | 15                   | 16                    | 803            | \$ 20,064     | \$ 80,256       |
| 3rd (Main to D)                                           | 1     | 75                       | 45        | 375            | \$ 7,500      | \$ 15,000     | 21                   | 14                    | 292            | \$ 7,292      | \$ 29,167       |
| 3rd (D to Capital)                                        | 2     | 235                      | 52        | 1358           | \$ 27,156     | \$ 54,311     | 12                   | 10                    | 574            | \$ 14,361     | \$ 57,444       |
| 4th (D to Capital)                                        | 5     | 233                      | 42        | 1087           | \$ 21,747     | \$ 43,493     | 10                   | 7                     | 440            | \$ 11,003     | \$ 44,011       |
| 5th (Main to D)                                           | 5     | 102                      | 45        | 510            | \$ 10,200     | \$ 20,400     | 16                   | 15                    | 351            | \$ 8,783      | \$ 35,133       |
| 5th (D to Capital)                                        | 5     | 237                      | 26        | 685            | \$ 13,693     | \$ 27,387     | 8                    | 20                    | 737            | \$ 18,433     | \$ 73,733       |
| 7th (Main to D)                                           | 1     | 308                      | 24        | 821            | \$ 16,427     | \$ 32,853     | 5                    | 5                     | 342            | \$ 8,556      | \$ 34,222       |
| 7th (D to Capital)                                        | 4     | 249                      | 24        | 664            | \$ 13,280     | \$ 26,560     | 5                    | 5                     | 277            | \$ 6,917      | \$ 27,667       |
| 8th                                                       | 4     | 472                      | 32        | 1678           | \$ 33,564     | \$ 67,129     | 5                    | 5                     | 524            | \$ 13,111     | \$ 52,444       |
| New 6th (F to Main)                                       | 1     | 128                      | 32        | 455            | \$ 9,102      | \$ 18,204     | 12                   | 12                    | 341            | \$ 8,533      | \$ 34,133       |
| Temple Ln                                                 | 1     | 287                      | 20        | 638            | \$ 12,756     | \$ 25,511     | 0                    | 0                     | 0              | \$ -          | \$ -            |
| 9th (F to Main)                                           | 1     | 250                      | 40        | 1111           | \$ 22,222     | \$ 44,444     | 7                    | 7                     | 389            | \$ 9,722      | \$ 38,889       |
| 9th (Main to D)                                           | 4     | 236                      | 40        | 1049           | \$ 20,978     | \$ 41,956     | 7                    | 7                     | 367            | \$ 9,178      | \$ 36,711       |
| Total                                                     | -     | 9533                     | -         | 46685          | \$ 933,700    | \$ 1,867,399  | -                    | -                     | 22356          | \$ 558,906    | \$ 2,235,622    |

Data source for pavement width: City of Lewiston GIS Map. Sidewalk widths based on measurements from Google Earth.

| COST ESTIMATE FOR STREET DEMOLITION PER LINEAR FOOT |          |      |           |             |
|-----------------------------------------------------|----------|------|-----------|-------------|
| Description                                         | Quantity | Unit | Unit Cost | Total Cost  |
| Remove Asphalt                                      | 46685    | SY   | \$20      | \$933,700   |
| Remove Sidewalk                                     | 22356    | SY   | \$25      | \$558,906   |
| Sum                                                 |          |      |           | \$1,492,605 |
| Total Street Length in Project Area (LF)            |          |      |           | 9533        |
| Total Estimated Demolition Cost per LF              |          |      |           | \$157       |

| COST ESTIMATE FOR STREET RECONSTRUCTION PER LINEAR FOOT |          |      |           |             |
|---------------------------------------------------------|----------|------|-----------|-------------|
| Description                                             | Quantity | Unit | Unit Cost | Total Cost  |
| New 4" HMA                                              | 46685    | SY   | \$40      | \$1,867,399 |
| New 4" Sidewalk                                         | 22356    | SY   | \$100     | \$2,235,622 |
| Sum                                                     |          |      |           | \$4,103,021 |
| Total Street Length in Project Area (LF)                |          |      |           | 9533        |
| Total Estimated Reconstruction Cost per LF              |          |      |           | \$430       |

EXHIBIT F1.2-1

| COST ESTIMATE DATA |                             |      |                              |             |             |             |                                          |             |             |                                     |             |             |
|--------------------|-----------------------------|------|------------------------------|-------------|-------------|-------------|------------------------------------------|-------------|-------------|-------------------------------------|-------------|-------------|
|                    |                             | Unit | 2016 Downtown IRRP           |             |             |             | Main St Overlay & Waterline, 9th to 18th |             |             | 2022 Wastewater Improvement Project |             |             |
|                    |                             |      | Contractor Bids (03/15/2016) |             |             |             | Contractor Bids (05/21/2019)             |             |             | Contractor Bids (03/31/2022)        |             |             |
| Description        |                             | Unit | Western                      | Albright    | S&L Under   | Average     | Albright                                 | Western     | Average     | Titan Tech.                         | Albright    | Average     |
| DEMO               | Removal of Sidewalk         |      | \$ 8.00                      | \$ 4.00     | \$ 4.00     | \$ 5.33     | \$ 15.40                                 | \$ 20.00    | \$ 17.70    | -                                   | -           | -           |
|                    | Removal of Asphalt          | SY   | \$ 7.00                      | \$ 7.00     | \$ 4.00     | \$ 6.00     | \$ 22.45                                 | \$ 5.00     | \$ 13.73    | -                                   | -           | -           |
|                    | Removal of Curb             | LF   | \$ 3.00                      | \$ 3.25     | \$ 4.00     | \$ 3.42     | \$ 14.45                                 | \$ 20.00    | \$ 17.23    | -                                   | -           | -           |
|                    | Removal of Manhole          | EA   | \$ 2,500.00                  | \$ 1,400.00 | \$ 500.00   | \$ 1,466.67 | -                                        | -           | -           | -                                   | -           | -           |
|                    | Removal of Catch Basin      | EA   | \$ 750.00                    | \$ 500.00   | \$ 200.00   | \$ 483.33   | \$ 640.00                                | \$ 1,200.00 | \$ 920.00   | -                                   | -           | -           |
| WATER              | 6" Ductile Iron Water Main  | LF   | \$ 45.00                     | \$ 72.00    | \$ 52.00    | \$ 56.33    | \$ 98.60                                 | \$ 80.00    | \$ 89.30    | -                                   | -           | -           |
|                    | 8" Ductile Iron Water Main  | LF   | \$ 50.00                     | \$ 75.00    | \$ 58.00    | \$ 61.00    | \$ 99.10                                 | \$ 90.00    | \$ 94.55    | -                                   | -           | -           |
|                    | 12" Ductile Iron Water Main | LF   | -                            | -           | -           | -           | -                                        | -           | -           | -                                   | -           | -           |
|                    | 16" Ductile Iron Water Main | LF   | -                            | -           | -           | -           | \$ 114.85                                | \$ 120.00   | \$ 117.43   | -                                   | -           | -           |
|                    | Reconnect Existing Service  | EA   | \$ 1,500.00                  | \$ 1,850.00 | \$ 1,400.00 | \$ 1,583.33 | -                                        | -           | -           | -                                   | -           | -           |
|                    | Hydrant                     | EA   | \$ 4,000.00                  | \$ 4,231.00 | \$ 4,000.00 | \$ 4,077.00 | \$ 6,339.15                              | \$ 6,500.00 | \$ 6,419.58 | -                                   | -           | -           |
| SANITARY SEWER     | 8" PVC Sewer Main           | LF   | \$ 100.00                    | \$ 110.00   | \$ 105.00   | \$ 105.00   | -                                        | -           | -           | \$ 80.00                            | \$ 185.00   | \$ 132.50   |
|                    | 12" PVC Sewer Main          | LF   | -                            | -           | -           | -           | -                                        | -           | -           | \$ 118.00                           | \$ 158.00   | \$ 138.00   |
|                    | 36" PVC Sewer Main          | LF   | -                            | -           | -           | -           | -                                        | -           | -           | -                                   | -           | -           |
|                    | Sewer Manhole - 48"         | EA   | \$ 3,000.00                  | \$ 2,800.00 | \$ 4,500.00 | \$ 3,433.33 | -                                        | -           | -           | \$ 7,700.00                         | \$ 7,800.00 | \$ 7,750.00 |
|                    | CIPP - 36" Sewer            | LF   | -                            | -           | -           | -           | -                                        | -           | -           | -                                   | -           | -           |
|                    | Reconnect Services          | LF   | -                            | -           | -           | -           | -                                        | -           | -           | -                                   | -           | -           |
| STORMWATER         | 12" PVC Storm Drain         | LF   | \$ 45.00                     | \$ 55.00    | \$ 52.00    | \$ 50.67    | \$ 114.45                                | \$ 100.00   | \$ 107.23   | -                                   | -           | -           |
|                    | 12" CPP Storm Drain         | LF   | \$ 40.00                     | \$ 40.50    | \$ 60.00    | \$ 46.83    | \$ 57.85                                 | \$ 100.00   | \$ 78.93    | -                                   | -           | -           |
|                    | 18" PVC Storm Drain         | LF   | \$ 70.00                     | \$ 75.00    | \$ 78.00    | \$ 74.33    | -                                        | -           | -           | -                                   | -           | -           |
|                    | 18" CPP Storm Drain         | LF   | \$ 45.00                     | \$ 49.00    | \$ 68.00    | \$ 54.00    | \$ 76.00                                 | \$ 100.00   | \$ 88.00    | -                                   | -           | -           |
|                    | 36" CPP Storm Drain         | LF   | -                            | -           | -           | -           | -                                        | -           | -           | \$ 318.00                           | \$ 203.00   | \$ 260.50   |
|                    | Storm Manhole - 48"         | EA   | \$ 2,780.00                  | \$ 2,880.00 | \$ 4,500.00 | \$ 3,386.67 | \$ 4,434.00                              | \$ 4,000.00 | \$ 4,217.00 | -                                   | -           | -           |
|                    | Storm Manhole - 60"         | EA   | \$ 5,100.00                  | \$ 4,900.00 | \$ 6,500.00 | \$ 5,500.00 | -                                        | -           | -           | \$ 8,750.00                         | \$ 7,800.00 | \$ 8,275.00 |
|                    | Catch Basin - Type 1        | EA   | \$ 1,320.00                  | \$ 1,350.00 | \$ 2,800.00 | \$ 1,823.33 | \$ 1,795.00                              | \$ 2,200.00 | \$ 1,997.50 | -                                   | -           | -           |
|                    | Catch Basin - Type 1A       | EA   | \$ 1,700.00                  | \$ 1,750.00 | \$ 3,200.00 | \$ 2,216.67 | -                                        | -           | -           | -                                   | -           | -           |
| STREET             | Base Course - 2"            | SY   | \$ 3.83                      | \$ 5.00     | \$ 5.33     | \$ 4.72     | -                                        | -           | -           | -                                   | -           | -           |
|                    | HMA - 4"                    | SY   | \$ 22.00                     | \$ 23.60    | \$ 29.00    | \$ 24.87    | -                                        | -           | -           | -                                   | -           | -           |
|                    | HMA - 2.5"                  | SY   | -                            | -           | -           | -           | \$ 13.50                                 | \$ 14.00    | \$ 13.75    | -                                   | -           | -           |
|                    | Concrete Sidewalk - 4"      | SY   | \$ 49.00                     | \$ 46.00    | \$ 35.00    | \$ 43.33    | \$ 87.90                                 | \$ 100.00   | \$ 93.95    | -                                   | -           | -           |
|                    | Painted Pavement Marking    | SF   | \$ 3.00                      | \$ 4.00     | \$ 2.50     | \$ 3.17     | -                                        | -           | -           | -                                   | -           | -           |



EXHIBIT F1.2-2

| COST ESTIMATE DATA |                             |      |                                           |                 |                       |                 |                       |                           |                               |                          |                           |                             |                         |        |        |                     |                        |
|--------------------|-----------------------------|------|-------------------------------------------|-----------------|-----------------------|-----------------|-----------------------|---------------------------|-------------------------------|--------------------------|---------------------------|-----------------------------|-------------------------|--------|--------|---------------------|------------------------|
|                    |                             |      | Based on Previous Project Bid Tabulations |                 |                       |                 |                       | 2018                      | 2019                          | 2021                     | 2021                      | Max Value                   | Source                  | Source | Years  | Cost Multiplier*    | Estimated<br>2022 Cost |
|                    |                             |      | 2016<br>Average                           | 2019<br>Average | CAGR<br>(2016 - 2019) | 2022<br>Average | CAGR<br>(2016 - 2022) | Wastewater<br>Master Plan | Water System<br>Facility Plan | Water System<br>FP Study | Stormwater<br>Master Plan | (rounded to<br>nearest \$1) | (Bid or<br>Master Plan) | Year   | Passed | 6.22%<br>(per year) |                        |
| DEMO               | Description                 | Unit |                                           |                 |                       |                 |                       |                           |                               |                          |                           |                             |                         |        |        |                     |                        |
|                    | Removal of Sidewalk         | SY   | \$ 5.33                                   | \$ 17.70        | 49%                   | -               | -                     | -                         | -                             | -                        | -                         | \$ 18                       | Bid                     | 2019   | 3      | 1.1866              | \$ 21                  |
|                    | Removal of Asphalt          | SY   | \$ 6.00                                   | \$ 13.73        | 32%                   | -               | -                     | -                         | -                             | -                        | -                         | \$ 14                       | Bid                     | 2019   | 3      | 1.1866              | \$ 17                  |
|                    | Removal of Curb             | LF   | \$ 3.42                                   | \$ 17.23        | 71%                   | -               | -                     | -                         | -                             | -                        | -                         | \$ 17                       | Bid                     | 2019   | 3      | 1.1866              | \$ 20                  |
|                    | Removal of Manhole          | EA   | \$ 1,466.67                               | -               | -                     | -               | -                     | -                         | -                             | -                        | -                         | \$ 1,467                    | Bid                     | 2016   | 6      | 1.3732              | \$ 2,014               |
| WATER              | Removal of Catch Basin      | EA   | \$ 483.33                                 | \$ 920.00       | 24%                   | -               | -                     | -                         | -                             | -                        | -                         | \$ 920                      | Bid                     | 2019   | 3      | 1.1866              | \$ 1,092               |
|                    | 6" Ductile Iron Water Main  | LF   | \$ 56.33                                  | \$ 89.30        | 17%                   | -               | -                     | -                         | -                             | -                        | -                         | \$ 89                       | Bid                     | 2019   | 3      | 1.1866              | \$ 106                 |
|                    | 8" Ductile Iron Water Main  | LF   | \$ 61.00                                  | \$ 94.55        | 16%                   | -               | -                     | -                         | -                             | -                        | -                         | \$ 95                       | Bid                     | 2019   | 3      | 1.1866              | \$ 113                 |
|                    | 12" Ductile Iron Water Main | LF   | -                                         | -               | -                     | -               | -                     | -                         | \$ 202.83                     | -                        | -                         | \$ 203                      | Master Plan             | 2019   | 3      | 1.1866              | \$ 241                 |
|                    | 16" Ductile Iron Water Main | LF   | -                                         | \$ 117.43       | -                     | -               | -                     | -                         | \$ 300.75                     | \$ 350.00                | -                         | \$ 350                      | Master Plan             | 2021   | 1      | 1.0622              | \$ 372                 |
|                    | Reconnect Existing Service  | EA   | \$ 1,583.33                               | -               | -                     | -               | -                     | -                         | \$ 2,000.00                   | -                        | -                         | \$ 2,000                    | Master Plan             | 2019   | 3      | 1.1866              | \$ 2,373               |
| SANITARY SEWER     | Hydrant                     | EA   | \$ 4,077.00                               | \$ 6,419.58     | 16%                   | -               | -                     | -                         | -                             | -                        | -                         | \$ 6,420                    | Bid                     | 2019   | 3      | 1.1866              | \$ 7,618               |
|                    | 8" PVC Sewer Main           | LF   | \$ 105.00                                 | -               | -                     | \$ 132.50       | 4%                    | \$ 62.00                  | -                             | -                        | -                         | \$ 133                      | Bid                     | 2022   | 0      | 1.0000              | \$ 133                 |
|                    | 12" PVC Sewer Main          | LF   | -                                         | -               | -                     | \$ 138.00       | -                     | \$ 95.00                  | -                             | -                        | -                         | \$ 138                      | Bid                     | 2022   | 0      | 1.0000              | \$ 138                 |
|                    | 36" PVC Sewer Main          | LF   | -                                         | -               | -                     | -               | -                     | \$ 210.00                 | -                             | -                        | -                         | \$ 210                      | Master Plan             | 2018   | 4      | 1.2488              | \$ 262                 |
|                    | Sewer Manhole - 48"         | EA   | \$ 3,433.33                               | -               | -                     | \$ 7,750.00     | 15%                   | \$ 3,000.00               | -                             | -                        | -                         | \$ 7,750                    | Bid                     | 2022   | 0      | 1.0000              | \$ 7,750               |
|                    | CIPP - 36" Sewer            | LF   | -                                         | -               | -                     | -               | -                     | -                         | -                             | -                        | -                         | \$ 295                      | Bid**                   | 2022   | 0      | 1.0000              | \$ 295                 |
| STORMWATER         | Reconnect Services          | LF   | -                                         | -               | -                     | -               | -                     | \$ 14.00                  | -                             | -                        | -                         | \$ 14                       | Master Plan             | 2018   | 4      | 1.2488              | \$ 17                  |
|                    | 12" PVC Storm Drain         | LF   | \$ 50.67                                  | \$ 107.23       | 28%                   | -               | -                     | -                         | -                             | -                        | -                         | \$ 107                      | Bid                     | 2019   | 3      | 1.1866              | \$ 127                 |
|                    | 12" CPP Storm Drain         | LF   | \$ 46.83                                  | \$ 78.93        | 19%                   | -               | -                     | -                         | -                             | -                        | \$ 84.00                  | \$ 84                       | Master Plan             | 2021   | 1      | 1.0622              | \$ 89                  |
|                    | 18" PVC Storm Drain         | LF   | \$ 74.33                                  | -               | -                     | -               | -                     | -                         | -                             | -                        | -                         | \$ 74                       | Bid                     | 2016   | 6      | 1.3732              | \$ 102                 |
|                    | 18" CPP Storm Drain         | LF   | \$ 54.00                                  | \$ 88.00        | 18%                   | -               | -                     | -                         | -                             | -                        | \$ 116.00                 | \$ 116                      | Master Plan             | 2021   | 1      | 1.0622              | \$ 123                 |
|                    | 36" CPP Storm Drain         | LF   | -                                         | -               | -                     | \$ 260.50       | -                     | -                         | -                             | -                        | \$ 196.00                 | \$ 261                      | Bid                     | 2022   | 0      | 1.0000              | \$ 261                 |
|                    | Storm Manhole - 48"         | EA   | \$ 3,386.67                               | \$ 4,217.00     | 8%                    | -               | -                     | -                         | -                             | -                        | \$ 4,200.00               | \$ 4,217                    | Bid                     | 2019   | 3      | 1.1866              | \$ 5,004               |
|                    | Storm Manhole - 60"         | EA   | \$ 5,500.00                               | -               | -                     | \$ 8,275.00     | 7%                    | -                         | -                             | -                        | \$ 5,300.00               | \$ 8,275                    | Bid                     | 2022   | 0      | 1.0000              | \$ 8,275               |
|                    | Catch Basin - Type 1        | EA   | \$ 1,823.33                               | \$ 1,997.50     | 3%                    | -               | -                     | -                         | -                             | -                        | -                         | \$ 1,998                    | Bid                     | 2019   | 3      | 1.1866              | \$ 2,371               |
| STREET             | Catch Basin - Type 1A       | EA   | \$ 2,216.67                               | -               | -                     | -               | -                     | -                         | -                             | -                        | -                         | \$ 2,217                    | Bid                     | 2016   | 6      | 1.3732              | \$ 3,044               |
|                    | Base Course - 2"            | SY   | \$ 4.72                                   | -               | -                     | -               | -                     | -                         | -                             | -                        | -                         | \$ 5                        | Bid                     | 2016   | 6      | 1.3732              | \$ 7                   |
|                    | HMA - 4"                    | SY   | \$ 24.87                                  | -               | -                     | -               | -                     | -                         | -                             | -                        | -                         | \$ 25                       | Bid                     | 2016   | 6      | 1.3732              | \$ 34                  |
|                    | HMA - 2.5"                  | SY   | -                                         | \$ 13.75        | -                     | -               | -                     | -                         | -                             | -                        | -                         | \$ 14                       | Bid                     | 2019   | 3      | 1.1866              | \$ 17                  |
|                    | Concrete Sidewalk - 4"      | SY   | \$ 43.33                                  | \$ 93.95        | 29%                   | -               | -                     | -                         | -                             | -                        | -                         | \$ 94                       | Bid                     | 2019   | 3      | 1.1866              | \$ 112                 |
|                    | Painted Pavement Marking    | SF   | \$ 3.17                                   | -               | -                     | -               | -                     | -                         | -                             | -                        | -                         | \$ 3                        | Bid                     | 2016   | 6      | 1.3732              | \$ 4                   |
|                    |                             |      | Avg. CAGR                                 |                 | 25%                   | Avg. CAGR       |                       | 9%                        |                               |                          |                           |                             |                         |        |        |                     |                        |

Notes:

CAGR = Compound Annual Growth Rate

\*Annual cost multiplier of 1.0622 per Table 2-12 on page 40 of 2021 WSFP Study.

\*\*Cost based on bid prices from projects outside of Lewiston.

| 12" WATER MAIN - 2019 WATER SYSTEM FACILITY PLAN |           |             |             |
|--------------------------------------------------|-----------|-------------|-------------|
| Project                                          | Estimate  | Length (LF) | Cost per LF |
| BP-3                                             | \$46,650  | 230         | \$202.83    |
| TD-3c                                            | \$409,260 | 2806        | \$145.85    |

| 16" WATER MAIN - 2019 WATER SYSTEM FACILITY PLAN |             |             |             |
|--------------------------------------------------|-------------|-------------|-------------|
| Project                                          | Estimate    | Length (LF) | Cost per LF |
| TD-1                                             | \$3,102,000 | 10770       | \$288.02    |
| TD-2                                             | \$2,000,000 | 6650        | \$300.75    |

| 16" WATER MAIN & ROADWAY REPAIR COSTS - 2021 WATER SYSTEM FACILITY PLAN STUDY |                                                                                    |
|-------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| 2021                                                                          | Description of Work                                                                |
| \$350                                                                         | per LF of pipe replaced (estimated)                                                |
| \$200                                                                         | per LF of surface repair/reconstruction (estimated)                                |
| \$280                                                                         | per LF of pipe, fittings, and related appurtenances (from 2019 Main St project)    |
| \$250                                                                         | per LF of full-width roadway & sidewalk reconstruction (from 2019 Main St project) |

EXHIBIT F1.3

| COST ESTIMATES FOR PROPOSED CONSTRUCTION PHASES (WITHIN LIMITS OF STUDY AREA) |                                                                |      |              |          |               |          |            |          |              |          |              |          |              |
|-------------------------------------------------------------------------------|----------------------------------------------------------------|------|--------------|----------|---------------|----------|------------|----------|--------------|----------|--------------|----------|--------------|
| Item No.                                                                      | Description                                                    | Unit | Unit Price   | Phase 1  |               | Phase 2  |            | Phase 3  |              | Phase 4  |              | Phase 5  |              |
|                                                                               |                                                                |      |              | Quantity | Bid Price     | Quantity | Bid Price  | Quantity | Bid Price    | Quantity | Bid Price    | Quantity | Bid Price    |
| 1                                                                             | Mobilization (10%)                                             | LS   | \$ 1,872,000 | 0.40     | \$ 748,800    | 0.03     | \$ 56,160  | 0.17     | \$ 318,240   | 0.28     | \$ 524,160   | 0.12     | \$ 224,640   |
| 2                                                                             | Traffic Control (8%)                                           | LS   | \$ 1,498,000 | 0.40     | \$ 599,200    | 0.03     | \$ 44,940  | 0.17     | \$ 254,660   | 0.28     | \$ 419,440   | 0.12     | \$ 179,760   |
| 3                                                                             | Surveying, Right-of-Way, Construction Staking                  | LS   | \$ 250,000   | 0.40     | \$ 100,000    | 0.03     | \$ 7,500   | 0.17     | \$ 42,500    | 0.28     | \$ 70,000    | 0.12     | \$ 30,000    |
| 4                                                                             | Full Width Street Demolition (HMA, Curb & Gutter, Sidewalks)   | LF   | \$ 160       | 3864     | \$ 618,240    | 235      | \$ 37,600  | 1652     | \$ 264,320   | 2669     | \$ 427,040   | 1113     | \$ 178,080   |
| 5                                                                             | Full Width Street Improvements (HMA, Curb & Gutter, Sidewalks) | LF   | \$ 430       | 3864     | \$ 1,661,520  | 235      | \$ 101,050 | 1652     | \$ 710,360   | 2669     | \$ 1,147,670 | 1113     | \$ 478,590   |
| 6                                                                             | Street Trees & Landscaping (Main Street & D Street)            | LF   | \$ 50        | 2816     | \$ 140,800    | 0        | \$ -       | 1045     | \$ 52,250    | 1712     | \$ 85,600    | 541      | \$ 27,050    |
| 7                                                                             | Street Signage, Ped Lights, and Striping Improvements          | LS   | \$ 300,000   | 0.40     | \$ 120,000    | 0.03     | \$ 9,000   | 0.17     | \$ 51,000    | 0.28     | \$ 84,000    | 0.12     | \$ 36,000    |
| 8                                                                             | Traffic Signals (1st & D, 3rd & Main, 5th & Main, 9th & Main)  | EA   | \$ 550,000   | 3        | \$ 1,650,000  | 0        | \$ -       | 1        | \$ 550,000   | 0        | \$ -         | 0        | \$ -         |
| 9                                                                             | Roundabout Intersection (1st & Main, 11th & Main/D)            | EA   | \$ 1,500,000 | 1        | \$ 1,500,000  | 0        | \$ -       | 1        | \$ 1,500,000 | 0        | \$ -         | 0        | \$ -         |
| 10                                                                            | 16" Ductile Iron Water Main, Valves, Fittings, & Appurtenances | LF   | \$ 370       | 2744     | \$ 1,015,232  | 201      | \$ 74,377  | 609      | \$ 225,389   | 0        | \$ -         | 0        | \$ -         |
| 11                                                                            | 12" Ductile Iron Water Main, Valves, Fittings, & Appurtenances | LF   | \$ 240       | 784      | \$ 188,088    | 0        | \$ -       | 1262     | \$ 302,950   | 1933     | \$ 463,973   | 725      | \$ 174,077   |
| 12                                                                            | 8" Ductile Iron Fire Line                                      | LF   | \$ 175       | 83       | \$ 14,443     | 0        | \$ -       | 53       | \$ 9,307     | 0        | \$ -         | 0        | \$ -         |
| 13                                                                            | 6" Ductile Iron Fire Line                                      | LF   | \$ 150       | 389      | \$ 58,406     | 81       | \$ 12,185  | 211      | \$ 31,697    | 0        | \$ -         | 66       | \$ 9,971     |
| 14                                                                            | Reconnect Water Service                                        | EA   | \$ 2,400     | 48       | \$ 115,200    | 4        | \$ 8,640   | 20       | \$ 48,960    | 34       | \$ 80,640    | 14       | \$ 34,560    |
| 15                                                                            | Replace Fire Hydrant Assembly and Lead Line to Main            | EA   | \$ 12,000    | 6        | \$ 72,000     | 1        | \$ 12,000  | 2        | \$ 24,000    | 3        | \$ 36,000    | 2        | \$ 24,000    |
| 16                                                                            | Replace Fire Hydrant                                           | EA   | \$ 7,600     | 0        | \$ -          | 0        | \$ -       | 1        | \$ 7,600     | 0        | \$ -         | 1        | \$ 7,600     |
| 17                                                                            | Trenchless Repair (CIPP) - 24" or 36" Sewer Pipe               | LF   | \$ 300       | 1677     | \$ 503,130    | 0        | \$ -       | 763      | \$ 228,768   | 209      | \$ 62,847    | 0        | \$ -         |
| 18                                                                            | 8" PVC Sanitary Sewer Main                                     | LF   | \$ 140       | 1776     | \$ 248,654    | 0        | \$ -       | 1297     | \$ 181,579   | 1210     | \$ 169,431   | 783      | \$ 109,561   |
| 19                                                                            | 10" or 12" PVC Sanitary Sewer Main                             | LF   | \$ 160       | 0        | \$ -          | 252      | \$ 40,277  | 0        | \$ -         | 0        | \$ -         | 357      | \$ 57,042    |
| 20                                                                            | 36" PVC Sanitary Sewer Main                                    | EA   | \$ 275       | 486      | \$ 133,672    | 0        | \$ -       | 0        | \$ -         | 0        | \$ -         | 0        | \$ -         |
| 21                                                                            | Abandon Sewer Main & Reconnect Sewer Services                  | LS   | \$ 20,000    | 1        | \$ 20,000     | 0        | \$ -       | 0        | \$ -         | 0        | \$ -         | 0        | \$ -         |
| 22                                                                            | Replace Sewer Manhole, 10-ft Max Depth                         | EA   | \$ 7,750     | 1        | \$ 7,750      | 0        | \$ -       | 0        | \$ -         | 4        | \$ 31,000    | 2        | \$ 15,500    |
| 23                                                                            | Replace Sewer Manhole, 20-ft Max Depth                         | EA   | \$ 12,000    | 11       | \$ 132,000    | 1        | \$ 12,000  | 7        | \$ 84,000    | 9        | \$ 108,000   | 3        | \$ 36,000    |
| 24                                                                            | Replace Sewer Manhole, 25-ft Max Depth                         | EA   | \$ 15,000    | 0        | \$ -          | 0        | \$ -       | 2        | \$ 30,000    | 0        | \$ -         | 0        | \$ -         |
| 25                                                                            | 18" HDPE Stormwater Main                                       | LF   | \$ 180       | 418      | \$ 75,240     | 0        | \$ -       | 0        | \$ -         | 217      | \$ 38,995    | 0        | \$ -         |
| 26                                                                            | 12" HDPE Stormwater Main                                       | LF   | \$ 130       | 1788     | \$ 232,449    | 45       | \$ 5,866   | 461      | \$ 59,929    | 794      | \$ 103,269   | 476      | \$ 61,937    |
| 27                                                                            | Replace Storm Manhole, 5-ft Max Depth                          | EA   | \$ 5,000     | 2        | \$ 10,000     | 0        | \$ -       | 3        | \$ 15,000    | 1        | \$ 5,000     | 0        | \$ -         |
| 28                                                                            | Replace Storm Manhole, 10-ft Max Depth                         | EA   | \$ 7,500     | 7        | \$ 52,500     | 0        | \$ -       | 0        | \$ -         | 5        | \$ 37,500    | 3        | \$ 22,500    |
| 29                                                                            | Replace Storm Manhole, 15-ft Max Depth                         | EA   | \$ 10,000    | 1        | \$ 10,000     | 0        | \$ -       | 0        | \$ -         | 2        | \$ 20,000    | 0        | \$ -         |
| 30                                                                            | Replace Stormwater Catch Basin                                 | EA   | \$ 5,000     | 39       | \$ 195,000    | 4        | \$ 20,000  | 7        | \$ 35,000    | 22       | \$ 110,000   | 6        | \$ 30,000    |
| 31                                                                            | Sidewalk Vault Remediation                                     | EA   | \$ 20,000    | 23       | \$ 460,000    | 1        | \$ 20,000  | 0        | \$ -         | 0        | \$ -         | 8        | \$ 160,000   |
| CONSTRUCTION SUBTOTAL                                                         |                                                                |      |              |          | \$ 10,682,323 |          | \$ 461,594 |          | \$ 5,027,507 |          | \$ 4,024,565 |          | \$ 1,896,867 |
| SALES TAX (6%)                                                                |                                                                |      |              |          | \$ 640,939    |          | \$ 27,696  |          | \$ 301,650   |          | \$ 241,474   |          | \$ 113,812   |
| TOTAL CONSTRUCTION COST                                                       |                                                                |      |              |          | \$ 11,323,263 |          | \$ 489,290 |          | \$ 5,329,158 |          | \$ 4,266,039 |          | \$ 2,010,679 |
| CONTINGENCY (20%)                                                             |                                                                |      |              |          | \$ 2,264,653  |          | \$ 97,858  |          | \$ 1,065,832 |          | \$ 853,208   |          | \$ 402,136   |
| DESIGN, CONSTRUCTION MANAGEMENT, & INSPECTION (25%)                           |                                                                |      |              |          | \$ 2,830,816  |          | \$ 122,322 |          | \$ 1,332,289 |          | \$ 1,066,510 |          | \$ 502,670   |
| ADMINISTRATION & LEGAL (5%)                                                   |                                                                |      |              |          | \$ 566,163    |          | \$ 24,464  |          | \$ 266,458   |          | \$ 213,302   |          | \$ 100,534   |
| TOTAL COST FOR PHASE (2022)                                                   |                                                                |      |              |          | \$ 16,984,894 |          | \$ 733,935 |          | \$ 7,993,736 |          | \$ 6,399,059 |          | \$ 3,016,019 |

TOTAL PROJECT COST (CHECK) 

\$35,127,643

 OK

| PORTION OF TOTAL PROJECT BY PHASE |        |         |             |
|-----------------------------------|--------|---------|-------------|
| Total Street Length =             |        | 9533 LF |             |
| Phase                             | Length | Calc    | Use         |
| 1                                 | 3864   | 0.405   | <b>0.40</b> |
| 2                                 | 235    | 0.025   | <b>0.03</b> |
| 3                                 | 1652   | 0.173   | <b>0.17</b> |
| 4                                 | 2669   | 0.280   | <b>0.28</b> |
| 5                                 | 1113   | 0.117   | <b>0.12</b> |
| Check:                            | 9533   | 1.000   | 1.00        |





## CITY COUNCIL MEETING AGENDA ITEM HISTORY/COMMENTARY

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|
| <b>ITEM TITLE</b><br>RESOLUTION 2023-11                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>AGENDA NO.</b><br><br><b>AGENDA DATE:</b> February 13, 2023 |
| <b>ITEM HISTORY (PREVIOUS COUNCIL REVIEWS, ACTION RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)</b><br><br>The City of Lewiston is the recipient of funds from the Federal Transit Administration (FTA) Section 5307 formula grant program. Contract requirements include the provision of the annual adoption of the 2023 Certifications and Assurances consistent with federal law. The City has adopted these annually since receiving 5307 funding in 2009.                                                                                                            |                                                                |
| <b>ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS, ETC.) Please identify any or all impacts this proposed action would have on the City budget and/or personnel resources.</b><br><br>Federal grant contract requirements of the Federal Transit Administration (FTA) include the annual adoption of the Certifications and Assurances for compliance with federal law and the FTA 2023 Master Agreement. In order to annually receive the City of Lewiston's 5307 fund allocation, the adoption of these Certifications and Assurances is necessary. |                                                                |
| <b>BUDGET IMPACT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                |
| <b>ACTION PROPOSED</b><br><br>It is recommended that the Lewiston City Council approve Resolution 2023-11 adopting the Certifications and Assurances of the Federal Transit Administration for FY23.                                                                                                                                                                                                                                                                                                                                                                        |                                                                |

**RESOLUTION 2023-11**

**A RESOLUTION APPROVING THE FEDERAL TRANSIT ADMINISTRATION FISCAL YEAR 2023 CERTIFICATIONS AND ASSURANCES**

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

SECTION 1: The twenty-one (21) Federal Transit Administration Fiscal Year 2023 Certifications and Assurances, attached hereto and incorporated herein as Exhibit A, are hereby approved.

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

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

**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

**CITY OF LEWISTON**

By: \_\_\_\_\_  
Daniel G. Johnson, Mayor

ATTEST: \_\_\_\_\_  
Kari J. Ravencroft, City Clerk



**EXHIBIT A**  
**to**  
**Resolution 2023-11**

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

*Text in italic is guidance to the public. It does not have the force and effect of law, and is not meant to bind the public in any way. It is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.*

## **CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.**

*All applicants must make the certifications in this category.*

### **1.1. Standard Assurances.**

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

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

- (a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
- (b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- (c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- (d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- (e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).



- (f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
  - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 CFR Part 21;
  - (2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 CFR Part 25;
  - (3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.
  - (4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 CFR Part 27;
  - (5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;
  - (6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
  - (7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
  - (8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
  - (9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
  - (10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
  - (11) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- (g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“Uniform Act”) (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 CFR Part 24.

- (h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- (i) Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction subagreements.
- (j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (k) Will comply with environmental standards which may be prescribed pursuant to the following:
  - (1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
  - (2) Notification of violating facilities pursuant to EO 11738;
  - (3) Protection of wetlands pursuant to EO 11990;
  - (4) Evaluation of flood hazards in floodplains in accordance with EO 11988;
  - (5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
  - (6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);
  - (7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
  - (8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93–205).
- (l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- (m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
- (n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- (o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded



animals held for research, teaching, or other activities supported by this award of assistance.

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

## 1.2. Standard Assurances: Additional Assurances for Construction Projects.

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

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

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

**1.3. Procurement.**

*The Uniform Administrative Requirements, 2 CFR § 200.325, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews.*

The applicant certifies that its procurement system complies with:

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

**1.4. Suspension and Debarment.**

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

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

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



- (c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification;
- (d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

**1.5. Coronavirus Response and Relief Supplemental Appropriations Act, 2021, and CARES Act Funding.**

The applicant certifies:

- (a) To the maximum extent possible, funds made available under title IV of division M of the Consolidated Appropriations Act, 2021 (Public Law 116–260), and in title XII of division B of the CARES Act (Public Law 116–136; 134 Stat. 599) shall be directed to payroll and operations of public transit (including payroll and expenses of private providers of public transportation); or
- (b) The applicant certifies that the applicant has not furloughed any employees.

**1.6. American Rescue Plan Act Funding.**

The applicant certifies:

- (a) Funds made available by Section 3401(a)(2)(A) of the American Rescue Plan Act of 2021 (Public Law 117-2) shall be directed to payroll and operations of public transportation (including payroll and expenses of private providers of public transportation); or
- (b) The applicant certifies that the applicant has not furloughed any employees.

**CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS**

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

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

*This certification does not apply to any applicant that only receives financial assistance from FTA under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C.*

*§ 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs, unless it operates a rail fixed guideway public transportation system.*

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

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

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

### **CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.**

*If the applicant is a business association (regardless of for-profit, not for-profit, or tax exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Consolidated Appropriations Act, 2023, Pub. L. 117-328, div. E, tit. VII, §§ 744–745. U.S. DOT Order 4200.6 defines a “corporation” as “any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association”, and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT*



*Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.*

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

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

#### **CATEGORY 4. LOBBYING.**

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

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

##### **4.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.**

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

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

contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

#### **4.2. Statement for Loan Guarantees and Loan Insurance.**

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

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **CATEGORY 5. PRIVATE SECTOR PROTECTIONS.**

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

#### **5.1. Charter Service Agreement.**

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

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



**5.2. School Bus Agreement.**

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

- (a) If the applicant is not authorized by the FTA Administrator under 49 CFR § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
  - (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
  - (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
- (b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 CFR § 605.11, the applicant agrees as follows:
  - (1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.
  - (2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.
  - (3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
  - (4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

**CATEGORY 6. TRANSIT ASSET MANAGEMENT PLAN.**

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

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

## **CATEGORY 7. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.**

### **7.1. Rolling Stock Buy America Reviews.**

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

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

### **7.2. Bus Testing.**

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

The applicant certifies that the bus was tested at the Bus Testing Facility and that the bus received a passing test score as required by 49 CFR Part 665. The applicant has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

## **CATEGORY 8. URBANIZED AREA FORMULA GRANTS PROGRAM.**

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

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities;



- (c) Will maintain equipment and facilities in accordance with the applicant's transit asset management plan;
- (d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—
  - (1) Senior;
  - (2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and
  - (3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);
- (e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);
- (f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);
- (g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);
- (h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);
- (i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;
- (j) Either—
  - (1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or
  - (2) Has decided that the expenditure for security projects is not necessary;
- (k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and
- (l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

### **CATEGORY 9. FORMULA GRANTS FOR RURAL AREAS.**

*If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5310(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).*

- (a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—
  - (1) Provides a fair distribution of amounts in the State, including Indian reservations; and
  - (2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and
- (b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected intercity bus service providers, and the intercity bus service needs of the State are being met adequately.
- (c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—
  - (1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and
  - (2) It has determined that otherwise eligible local transit needs are being addressed.

### **CATEGORY 10. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS PILOT PROGRAM.**

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

The applicant certifies that it:



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

**CATEGORY 11. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.**

*If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants), subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.*

*If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants), subsection (b) (bus and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 9 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.*

*Making this certification will incorporate by reference the applicable certifications in Category 8 or Category 9.*

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

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

### **CATEGORY 12. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.**

*If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 8, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 8 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.*

*In addition to the certification in Category 8, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).*

The applicant certifies that:

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

### **CATEGORY 13. STATE OF GOOD REPAIR GRANTS.**

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

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



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

#### **CATEGORY 14. INFRASTRUCTURE FINANCE PROGRAMS.**

*If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act ("TIFIA") Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks ("SIB") Program (23 U.S.C. § 610), it must make the certifications in Category 8 for the Urbanized Area Formula Grants Program, Category 10 for the Fixed Guideway Capital Investment Grants program, and Category 13 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).*

*Making this certification will incorporate the certifications in Categories 8, 10, and 13 by reference.*

#### **CATEGORY 15. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.**

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

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

#### **CATEGORY 16. RAIL SAFETY TRAINING AND OVERSIGHT.**

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

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

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

**CATEGORY 17. DEMAND RESPONSIVE SERVICE.**

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

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

- (a) Response time;
- (b) Fares;
- (c) Geographic area of service;
- (d) Hours and days of service;
- (e) Restrictions or priorities based on trip purpose;
- (f) Availability of information and reservation capability; and
- (g) Any constraints on capacity or service availability.

**CATEGORY 18. INTEREST AND FINANCING COSTS.**

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

The applicant certifies that:

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



### **CATEGORY 19. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.**

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

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

### **CATEGORY 20. PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS FORMULA AND DISCRETIONARY PROGRAM (TRIBAL TRANSIT PROGRAMS).**

*Before FTA may provide Federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), the applicant must select the Certifications in Category 21, except as FTA determines otherwise in writing. Tribal Transit Program applicants may certify to this Category and Category 1 (Certifications and Assurances Required of Every Applicant) and need not make any other certification, to meet Tribal Transit Program certification requirements. If an applicant will apply for any program in addition to the Tribal Transit Program, additional certifications may be required.*

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

- (a) It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
- (b) It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
- (c) It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR Part 625. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.
- (d) With respect to its procurement system:
  - (1) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost

- Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, for Awards made on or after December 26, 2014,
- (2) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” 49 CFR Part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or
- (3) It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.
- (e) It will comply with the Certifications, Assurances, and Agreements in:
  - (1) Category 05.1 and 05.2 (Charter Service Agreement and School Bus Agreement),
  - (2) Category 06 (Transit Asset Management Plan),
  - (3) Category 07.1 and 07.2 (Rolling Stock Buy America Reviews and Bus Testing),
  - (4) Category 09 (Formula Grants for Rural Areas),
  - (5) Category 15 (Alcohol and Controlled Substances Testing), and
  - (6) Category 17 (Demand Responsive Service).

#### **CATEGORY 21. EMERGENCY RELIEF PROGRAM.**

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

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



**FEDERAL FISCAL YEAR 2023 CERTIFICATIONS AND ASSURANCES FOR FTA  
ASSISTANCE PROGRAMS**

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

Name of Applicant:\_\_\_\_\_

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

*Or,*

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

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

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

**CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE**

**AFFIRMATION OF APPLICANT**

Name of the Applicant: \_\_\_\_\_

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

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

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



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

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Name \_\_\_\_\_ Authorized Representative of Applicant

**AFFIRMATION OF APPLICANT'S ATTORNEY**

For (Name of Applicant): \_\_\_\_\_

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

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

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Name \_\_\_\_\_ Attorney for Applicant

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



## CITY COUNCIL MEETING AGENDA ITEM HISTORY/COMMENTARY

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|
| <b>ITEM TITLE</b><br>AMENDMENT TO FEDERAL TRANSIT<br>ADMINISTRATION (FTA) AGREEMENT                                                                                                                                                                                                                                                                                                                                                                                           | <b>AGENDA NO.</b><br><br><b>AGENDA DATE:</b> February 13, 2023 |
| <b>ITEM HISTORY (PREVIOUS COUNCIL REVIEWS, ACTION RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)</b><br><br>Lewiston Transit purchased 2 buses utilizing FTA 5339 Funding Agreement, #C2076LT, signed in December 2020. The agreement expired on 9/30/22 before the City could be reimbursed. The Transit Department is seeking approval of an amendment to extend the agreement timeframe so the City can be reimbursed \$220,000 from the Idaho Transportation Dept. (ITD). |                                                                |
| <b>ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS, ETC.) Please identify any or all impacts this proposed action would have on the City budget and/or personnel resources.</b>                                                                                                                                                                                                                                                                          |                                                                |
| <b>BUDGET IMPACT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                |
| <b>ACTION PROPOSED</b><br><br>Requesting the City Council approve the amendment to extend the timeframe of the FTA 5339 Funding Agreement, #C2076LT, to 9/30/23 and authorizing the Mayor to sign the amendment on pages 2 and 17.                                                                                                                                                                                                                                            |                                                                |





# **Idaho Transportation Department Public Transportation Office**

## **FTA 5339 Small Urban Funding Agreement Agreement #: C2076LT Amendment 1**

**ITD Public Transportation Office  
11331 W Chinden Boulevard  
Boise, ID 83714  
<http://itd.idaho.gov/pt>**



|                                             |                                                                      |
|---------------------------------------------|----------------------------------------------------------------------|
| Pass-Through Awarding Agency:               | ITD – Public Transportation Office                                   |
| Awarding Official: (Grants Officers)        |                                                                      |
| Name:                                       | Sam Carroll                                                          |
| Phone:                                      | 208 334-8139                                                         |
| Name:                                       | Shauna Miller                                                        |
| Phone:                                      | 208 334-8533                                                         |
| Email:                                      | <a href="mailto:PTCapital@itd.idaho.gov">PTCapital@itd.idaho.gov</a> |
| Term of Grant:                              | October 1, 2022 – September 30, 2023                                 |
| Agreement Total:                            | \$220,000                                                            |
| Funding Program:                            | FTA 5339 Small Urban Bus & Bus Facilities Program                    |
| CFDA:                                       | 20.526                                                               |
| Federal Award Identification Number (FAIN): | ID-2021-010                                                          |
| Agreement Number:                           | C2076LT                                                              |

|                                      |                                                                                |
|--------------------------------------|--------------------------------------------------------------------------------|
| Subrecipient Organization Name:      | City of Lewiston                                                               |
| Subrecipient Director or Equivalent: | Suzanne Seigneur                                                               |
| Subrecipient Address:                | PO Box 617, Lewiston, ID 83501                                                 |
| Subrecipient Phone:                  | 208 298-1344                                                                   |
| Subrecipient E-mail:                 | <a href="mailto:sseigneur@cityoflewiston.org">sseigneur@cityoflewiston.org</a> |

#### Scope of Work:

##### Amendment 1:

No change to scope of work. Amendment is to extend the end date of the agreement to September 30, 2023.

##### Original Scope of Work:

This scope of work is to purchase two replacement 18 passenger/2 wheelchair, ADA accessible, medium-duty, 30 foot buses for the City of Lewiston. The expected useful life for the 30 foot buses is 7 years or 150,000. The scope of work to also include bus vehicle wraps containing the City of Lewiston's name and logo and Lewiston Transit System lettering on each bus.

#### Responsible Individuals Signatures of Agreement

This Agreement, together with the Attachments, and documents incorporated herein by reference, set forth the entire Agreement between the parties with respect to the subject matter. There are no understandings, agreements, amendments, or representations, oral or written, not specified herein.

Authorized Signature for Subrecipient:

| Name                | Title | Phone        | E-mail                                                                               |
|---------------------|-------|--------------|--------------------------------------------------------------------------------------|
| Daniel G. Johnson   | Mayor | 208.746.3671 | <a href="mailto:mayorjohnson@cityoflewiston.org">mayorjohnson@cityoflewiston.org</a> |
| Signature and Date: |       |              |                                                                                      |

| Name                | Title                         | Phone        | E-mail                                                               |
|---------------------|-------------------------------|--------------|----------------------------------------------------------------------|
| Ron Duran           | Public Transportation Manager | 208-334-4475 | <a href="mailto:Ron.Duran@itd.idaho.gov">Ron.Duran@itd.idaho.gov</a> |
| Signature and Date: |                               |              |                                                                      |





## **AGREEMENT CONDITIONS**

### **GRANT AGREEMENT BETWEEN THE IDAHO TRANSPORTATION DEPARTMENT**

**AND**

**CITY OF LEWISTON**

This Agreement is between the **Idaho Transportation Department** (hereinafter called the STATE) and **City of Lewiston** (hereinafter called the Subrecipient). The STATE and the Subrecipient are entering into this Agreement. This Agreement is effective when signed by both parties.

The 5339 Bus & Bus Facilities Infrastructure Investment Program (49 U.S.C. 5339) makes federal resources available to states and direct recipients to replace, rehabilitate and purchase buses and related equipment and to construct bus-related facilities including technological changes or innovations to modify low or no emission vehicles or facilities.

WHEREAS the Governor of the State of Idaho has designated the Idaho Transportation Department to administer this grant;

**The parties mutually agree as follows:**

#### **1. SCOPE OF WORK:**

**Assumption of Responsibility:** The Subrecipient agrees to assume all responsibility for this Project. The Subrecipient further agrees to abide by the appropriate mutual covenants, promises, and representations included in the Federal Transit Administration (FTA) Master Agreement, with special emphasis on the sections pertaining to the particular funding source.

- 2. COMPLIANCE WITH LAWS AND REGULATIONS, FEDERAL CHANGES:** The Subrecipient agrees to comply with all applicable laws, regulations, and codes of the State of Idaho, the United States Government, and local governments. The Subrecipient shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the most current FTA Master Agreement included with, and incorporated into, this overall Grant Agreement, as they may be amended or promulgated from time to time during the term of this contract. Subrecipient's failure to comply shall constitute a material breach of this contract.

<https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/sample-fta-agreements>

#### **3. SUBRECIPIENT CAPACITY:**

- A. Subrecipient Legal, Financial, and Managerial Capacity:** The Subrecipient assures that it has the necessary legal, financial, and managerial capability to apply for, receive, and disburse FTA funds awarded in this grant agreement. The Subrecipient also assures that it will implement and manage this project and project funds in keeping with the intent and provisions of the Subrecipient's grant application and the grant agreement.
- B. Subrecipient Legal Authority to Accept This Sub-Grant:** The Subrecipient certifies that it has the legal authority to accept grant funds for this project.



**C. Subrecipient Debarment/Suspension Certification:** the Subrecipient entity certifies, to the best of its knowledge and belief, that it and its principals:

- i. are not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency, per the U.S. General Services Administration (GSA) monthly "Lists of Parties Excluded from Federal Procurement or Non-procurement Programs," available on the GSA web site:  
<http://www.sam.gov>
- ii. have not, within the past three years, been convicted of or had a civil judgment against them for: a criminal offense or fraud in connection with obtaining, attempting to obtain, or performing a Federal, state, or local public transaction; a violation of Federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
- iii. are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed in the paragraph above; and
- iv. have not within the last three years had any Federal, state, or local public transaction terminated for cause or default.

If the Subrecipient later becomes aware of any information contradicting these Suspension/Debarment statements, it will promptly provide that to the State who will forward it to FTA.

If the Subrecipient cannot certify for all the Suspension/Debarment statements above, the Subrecipient shall so indicate in a transmittal letter or message of explanation, to be returned with the signed grant agreement (Per 49 CFR Part 29).

**D. Administrative and Accounting Systems:** The Subrecipient certifies it has or will establish a proper accounting system, per generally accepted accounting principles (GAAP) and any Federal or State directives. It further agrees to administer the project, retain all project records, and grant access to project records and personnel as specified in the applicable Federal Uniform Guidance (2 CFR 200).

#### 4. FEDERAL REQUIREMENTS

##### A. Buy America

For purchases over \$150,000, the Subrecipient agrees to comply with 49 CFR Parts 661 and 663, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. In regards to the purchase of vehicles, all materials and supplies purchased with these funds, will be manufactured in the United States and have:

FY 16 & FY17: more than 60% domestic content  
FY18 & FY19: more than 65% domestic content  
FY20 & beyond: more than 70% domestic content

The Subrecipient will provide the appropriate certification to verify this.

[https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/Buy\\_America\\_Fact\\_Sheet.pdf](https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/Buy_America_Fact_Sheet.pdf)





- B. Intelligent Transportation System (ITS) Architecture:** If this grant will be used to fully or partially fund acquisition of individual or systems of technologies that support ITS user services as defined in the "National ITS Architecture," the Subrecipient assures it will comply and require its contractors and its subrecipients to comply with all applicable requirements imposed by Section V Regional ITS Architecture and Section VI Project Implementation of the FTA National ITS Architecture Policy on Transit Projects to the extent required by FTA and the State.

[http://www.ops.fhwa.dot.gov/its\\_arch\\_imp/policy.htm](http://www.ops.fhwa.dot.gov/its_arch_imp/policy.htm)

- C. Charter Service Operations -** The Subrecipient agrees to only provide charter service with written consent from the STATE. If consent is given, the Subrecipient agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of public transportation.

<http://www.gpo.gov/fdsys/granule/CFR-2012-title49-vol7/CFR-2012-title49-vol7-part604/content-detail.html>

**D. School Transportation:**

- i. The Subrecipient assures that it will not engage in school bus operations exclusively for the transportation of students and school personnel, in competition with private school bus operators, per provisions of 49 CFR Part 605.  
<http://www.gpo.gov/fdsys/granule/CFR-2011-title49-vol7/CFR-2011-title49-vol7-part605>
- ii. If the Subrecipient is a public transportation system, it may provide "School Tripper Service" that is regularly scheduled public transportation service open to the public but designed or modified to accommodate the needs of school students and personnel (must be open to the public, must serve regular transit stops, and must be shown on transit route schedules and maps) and schools signs may NOT be displayed on the vehicle.

**E. Clean Water**

- i. The Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Subrecipient agrees to report each violation to the State, and understands, and agrees that the State will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- ii. The Subrecipient also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

[https://one.nhtsa.gov/nhtsa/whatsup/tea21/grantman/html/03\\_dotcomrul\\_49cfr18.html](https://one.nhtsa.gov/nhtsa/whatsup/tea21/grantman/html/03_dotcomrul_49cfr18.html)

**F. Clean Air**

- i. The Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Subrecipient agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- ii. The Subrecipient also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

[https://one.nhtsa.gov/nhtsa/whatsup/tea21/grantman/html/03\\_dotcomrul\\_49cfr18.html](https://one.nhtsa.gov/nhtsa/whatsup/tea21/grantman/html/03_dotcomrul_49cfr18.html)



**G. Lobbying Prohibition:** None of the funds paid under this agreement shall be used for the purpose of lobbying activities before the Idaho State Legislature or the U.S. Congress.

If this grant is \$100,000 or more:

- i. the Subrecipient *certifies* that it has not and will not use Federal appropriated funds to pay for influencing or attempting to influence an officer or employee of any Federal department or agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal grant, cooperative agreement, or any other Federal award.
- ii. the Subrecipient assures that it will require its contractors and subcontractors each to report use of non-Federal funds for any of the lobbying activities for which use of Federal funds is prohibited, at the end of each calendar quarter on Federal Standard Form LLL (49 CFR Part 20), and that the Subrecipient will forward all these forms to the State.

<http://www.gpo.gov/fdsys/pkg/CFR-2006-title49-vol1/content-detail.html>

**H. Nondiscrimination Requirements:** The Subrecipient assures that no person in the United States will, on the basis of race, color, national origin, creed, sex, or age be excluded from participating in, denied the benefits of, or otherwise be subject to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Subrecipient receives Federal assistance from FTA or USDOT. The Subrecipient agrees to comply with all requirements of US DOT Civil Rights Act implementing regulations (49 CFR 21), and the Title VI Program Guidelines for Federal Transit Administration Recipients (FTA Circular 4702.1) and other applicable nondiscrimination directives.

[https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/FTA\\_Title\\_VI\\_FINAL.pdf](https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/FTA_Title_VI_FINAL.pdf)

- i. Per 49 USC 5332 (prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and in employment or business opportunity), Title VI of the Civil Rights Act of 1964 as amended, USDOT implementing regulations (49 CFR 21), 42 USC 2000d (prohibition against exclusion from participation in, denial of benefits of, and discrimination under federally assisted programs on ground of race, color, or national origin)
- ii. The Subrecipient assures that project and project facility operations, as well as property acquisitions, will be in accordance with the civil rights requirements and understands that this assurance extends to its entire facility, to all facilities operated in connection with this project, and to property acquisitions. The Subrecipient assures:
  1. Its FTA-assisted benefits and related services are made available and are equitably distributed without regard to race, color, creed, national origin, sex, age, or disability;
  2. The level and quality of its FTA-assisted transit services are sufficient to provide equal access and mobility for any person without regard to race, color, creed, national origin, sex, or age;
  3. Opportunities to participate in the transit planning and decision making processes are provided to persons without regard to race, color, creed, national origin, sex, or age;
  4. Decisions on the location of transit services and facilities are made without regard to race, color, creed, national origin, sex, or age;
  5. Corrective and remedial action is taken to prevent discriminatory treatment of any user of services based on race, color, creed, national origin, sex, or age;





6. Any contracts or sub agreements fully or partly funded through this project will contain language to extend civil rights assurances to contractors and subcontractors; and the Subrecipient will also include such language in any deeds and documents which record the transfer of real property, structures, and improvements.

- I. **Nondiscrimination on the Basis of Disability:** The Subrecipient assures that no person with a disability shall be, by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance. The Subrecipient assures it will comply with 49 CFR Parts 27, 37, 38, and 39, which implement the Americans with Disabilities Act (ADA) and amend Section 504 of Rehabilitation Act of 1973. The Subrecipient understands that it also has responsibilities under ADA in the areas of employment, public accommodations, and telecommunications.

<http://www.gpo.gov/fdsys/pkg/CFR-2006-title49-vol1/content-detail.html#1000>

The Subrecipient assures that any vehicle purchased or acquired through this project will be ADA accessible, except as exempted in by the State. If the Subrecipient is awarded funds to purchase a non-ADA vehicle for use in demand responsive service, the Subrecipient assures that this demand responsive service provides or will provide equivalent service to disabled persons that meet ADA requirements in keeping with 49 CFR 37.

The Subrecipient assures that *all* new or renovated facilities to be used for the provision of public transportation services will be ADA accessible, including facilities such as maintenance facilities, garages, building access facilities (sidewalks need curb cuts), etc.

<http://www.gpo.gov/fdsys/pkg/CFR-2007-title28-vol1/content-detail.html>

The Subrecipient assures that any construction contract funded through this project will include ADA requirements.

- J. **Equal Employment Opportunities (EEO):** The Subrecipient assures it will:  
Treat employees or job applicants fairly, without regard to race, color, creed, national origin, sex, age, or disability;

Take affirmative action to ensure job applicants are employed and employees are treated without regard to race, color, creed, national origin, sex, or age (such action includes but is not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship);

Post notices setting forth agency EEO policy in conspicuous places and make these available to employees and job applicants;

Assure that any contracts or sub-agreements fully or partly funded through this project will contain language to extend EEO assurances to contractors and subcontractors.

If the Subrecipient received \$1,000,000 or more of Federal assistance in the previous Federal fiscal year and had 50 or more public-transit-related employees, it agrees to submit to the State an EEO program, which meets FTA requirements.



- K. Discrimination Complaints:** The Subrecipient assures that it will notify the public that complaints of discrimination in the provision of transportation or transportation-related services or benefits may be filed with the State, FTA, or USDOT. The Subrecipient assures it will promptly report to the State any civil rights complaints it receives.
- L. Disadvantaged Business Enterprises (DBE):** The Subrecipient assures Disadvantaged Business Enterprises will have the maximum opportunity to compete for and perform contracts and subcontracts financed under this project, as specified in 49 CFR 26 and per the following:
- i. If the Subrecipient will purchase one or more transit vehicles (excluding unmodified mass-produced vans or unmodified pop-top vans), it assures that it will obtain from each transit vehicle manufacturer a TVM certification, to show that the manufacturer complies with DBE requirements.
  - ii. The Subrecipient is subject to the State's DBE program filed with the Federal Highway Administration and the State's annual DBE goal with FTA. Additionally, the Subrecipient will report its DBE activity and results to the State semi-annually every year of the Subrecipient agreement.  
<https://itd.idaho.gov/civilrights/>
  - iii. The Subrecipient assures it will not discriminate on the basis of race, religion, color, gender, age, marital status, ability, or national origin in implementation of the project, in award or performance of any third-party contract or sub-agreement supported with this grant, or in administration of its DBE program and 49 CFR 26. If the State receives a complaint regarding discrimination by the Subrecipient, the Subrecipient will cooperate fully in the investigation of the complaint by the State.  
<http://www.gpo.gov/fdsys/pkg/CFR-2006-title49-vol1/content-detail.html>
- Technical assistance pertaining to DBE is available at the following link or at (208)-334-8567.  
<https://itd.idaho.gov/civilrights/>
- M. Audits:** The Subrecipient certifies that it will be audited annually as required by the Federal Single Audit Act Amendments of 1996 (per 2 CFR 200 ). The Subrecipient recognizes FTA's, USDOT's, and the State's authority to monitor project activities, to conduct reviews and inspections, and to conduct additional audits in keeping with 2 CFR 200, to verify compliance with grant requirements and assurances. The Subrecipient agrees to make the necessary records available to any of the above parties upon request.  
[https://www.whitehouse.gov/wp-content/uploads/legacy\\_drupal\\_files/omb/circulars/A133/2017/Compliance\\_Supplement\\_2017.pdf](https://www.whitehouse.gov/wp-content/uploads/legacy_drupal_files/omb/circulars/A133/2017/Compliance_Supplement_2017.pdf)
- N. Commercial Driver's License (CDL) Requirement:** The Subrecipient, if not a recipient of Section 5311 funds, assures that if it operates a vehicle that requires a CDL, including a vehicle capable of transporting 16 or more persons (including the driver), will have a USDOT Federal Motor Carrier Safety Administration drug and alcohol testing program.  
<http://www.fmcsa.dot.gov/overview-drug-and-alcohol-rules>
- O. Drug and Alcohol Testing:** If this grant is funded by either Section 5309, 5311, or 5339 the Subrecipient agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 40 and 655, produce any documentation necessary to establish its compliance with Parts 40 and 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, and ITD, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 40 and 655 and review the testing process. The Subrecipient agrees further to submit the Management Information System (MIS) reports to the State annually, as requested by the State.  
<https://damis.dot.gov/Login/>



**P. Employee Protections, Public Transportation Employee Protective Arrangements:** The Subrecipient agrees to comply with the applicable transit employee protective requirements as follows:

- i. Standard Public Transportation Employee Protective Arrangements** - If this grant is funded by either Section 5309 or Section 5316, to the extent that the Project involves public transportation operations and to the extent required by Federal law, the Subrecipient agrees to implement the Project in accordance with the terms and conditions that the U.S. Secretary of Labor has determined to be fair and equitable to protect the interests of any employees affected by the Project and that comply with the requirements of 49 U.S.C. § 5333(b), in accordance with U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, and any amendments thereto. The Subrecipient agrees to implement the Project in accordance with the conditions stated in that U.S. DOL certification. That certification and any documents cited therein are incorporated by reference and made part of the Grant Agreement for the Project.
- ii. Public Transportation Employee Protective Arrangements for Projects in Non-urbanized Areas Authorized by 49 U.S.C. § 5311** - The Subrecipient agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program that is most current as of the date of execution of the Grant Agreement for the Project, and any alternative comparable arrangements specified by U.S. DOL for application to the Recipient's project, in accordance with U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, and any revisions thereto.

**Q. Incorporation of Federal Transit Administration (FTA) Terms** - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any requests which would cause the State to be in violation of the FTA terms and conditions.

<https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/third-party-contracting-guidance>

**R. Conflicts of Interest Prohibited:** The Subrecipient certifies that it will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of personal or organizational conflict of interest or of being motivated by desires for personal gain for themselves or others, particularly those with whom they have family, business, or other ties.

## 5. STATE REQUIREMENTS:

**A. Indemnification and Insurance:** In this section, "Subrecipient" includes the Subrecipient's employees, agents, and contractors.

The Subrecipient agrees to indemnify, hold harmless, and defend the State of Idaho, its officers, agents, and employees from and against any claim of or liability for error, omission, or negligent act of the Subrecipient arising out of the Subrecipient's assumption of the responsibilities for the Project set forth in this agreement.

The Subrecipient is not required to indemnify the State of Idaho for a claim of or liability for the independent negligence of the State. If there is a claim or liability for joint negligent error or omission of the Subrecipient and the independent negligence of the State, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. The term "independent negligence" is negligence other than in the State's selection, administration, monitoring, or controlling of the Subrecipient.





Nothing contained herein shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby expressly reserved. Moreover, all of the rights, defenses, or protections provided in Idaho Code and or in the Idaho Administrative Procedural Rules are expressly reserved.

## B. Independent Contractor Status

Unless otherwise expressly stated, vendors and/or non-state entities acting pursuant to this grant shall be that of an independent contractor and not that of an agent or employee of the state. Such parties shall be responsible for paying all employment-related taxes and benefits, such as federal and state income tax withholding, social security contributions, worker's compensation and unemployment insurance premiums, health and life insurance premiums, pension contributions and similar items. Furthermore, such parties shall indemnify the State and hold it harmless from any and all claims for taxes (including but not limited to social security taxes), penalties, attorneys' fees and costs that may be made or assessed against the State arising out of the party's failure to pay such taxes, fees or contributions.

The Subrecipient shall maintain the policies of insurance listed below, to cover losses that may be incurred as a result of the operation and maintenance of project vehicles and/or equipment throughout their period of required use or as a result of other activities under this agreement.

Where specific limits are shown, they shall be the minimum acceptable limits. If the Subrecipient's policy contains higher limits, the State shall be entitled to coverage to the extent of such higher limits.

- i. **Automobile Liability:** ITD-PT imposes minimum insurance coverage of \$500,000 on all transit vehicles procured with or rehabilitated with federal or state funds. Additionally, Sub-recipients must be in compliance with Federal Motor Carrier Safety Administration (FMCSA) insurance thresholds. The policy shall provide all damage arising out of personal injury to or destruction of property in any one occurrence on any revenue vehicle not covered by 49 CFR Part 387. Furthermore, ITD-PT subrecipients must be at all times in compliance with Idaho Administrative Rule 11.13.01.

The policy shall name the Idaho Transportation Department as "loss payee" of the property damage portion of the policy.

The Subrecipient shall provide *certificate of insurance to the State, annually* and at other times if requested. Each certificate must provide for a 30-day prior notice of cancellation, non-renewal, or material change of conditions.

The Subrecipient shall use any insurance proceeds relating to items purchased under this grant to repair or replace the covered item(s) that has been damaged, destroyed or stolen or; where specific items are not involved, to cover other liability related to this grant project. The title to any replacement vehicle must show the State of Idaho as lien holder.

- C. **Performance Requirement:** The failure of the State to insist upon strict performance by the Subrecipient of any provision or covenant in this Agreement, in any one or more instances, may not be considered as a waiver or relinquishment of the provision or covenant for the future. The waiver by the State of any provision or covenant in this Agreement cannot be enforced or relied upon by the Subrecipient unless the waiver is in writing and signed on behalf of the State.



## 6. TERMINATION PROVISIONS:

- A. Failure to Perform:** If, through any cause, the Subrecipient shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Subrecipient shall violate any of the covenants, agreements or stipulations of this Agreement, and if after notification by the State of such failure or violation, the Subrecipient fails to take proper corrective action within a reasonable amount of time, the State shall have the right to terminate this Agreement by giving written notice to the Subrecipient of such termination and specifying the effective date thereof. Such notice shall be given at least 15 days before the effective date of such termination. In that event, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports, construction materials, and any construction completed by the Subrecipient under this Agreement shall, at the option of the State, become the State's property and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed. Failure to adhere to Project Schedule and any reporting requirements may be deemed by the State to be a "failure to perform" and may result in the loss of the award, at the option of the State.
- B. Convenience Termination:** If, due to changed circumstances, the State or the Subrecipient wishes to terminate this Agreement prior to its completion, the initiating party shall notify the other party in writing of its reasons for requesting the early termination. This request must be made at least 15 days prior to the proposed termination date. If both parties agree that it is in their mutual best interests to terminate this Agreement early, all finished or unfinished documents and other materials as described in the Failure to Perform paragraph above shall, at the option of the State, become the State's property. If the Agreement is terminated as provided herein, the Subrecipient shall be reimbursed for actual expenses not otherwise reimbursed under this Agreement which were incurred by the Subrecipient during the contract period and which are directly attributable to the Subrecipient's performance of this Agreement. The State shall also reimburse the Subrecipient for any costs properly incurred by the Subrecipient in honoring convenience termination clauses in its Agreements with its contractors as long as these clauses conform to the standard convenience termination clause used by the State for similar types of contracts.

## 7. NONCOMPLIANCE; DISPUTES; REMEDIES

- A. Recovery of Funds:** In the event of a default or violation of the terms of this Agreement, the State is entitled to recover all or part of the project funds paid to the Subrecipient. If Subrecipient does not promptly remit the funds in response to a demand, the State may collect the debt by:
- Making an administrative offset against payments that would be due under other grant awards or appropriations,
  - Withholding advance payments that would otherwise be due,
  - Instituting civil action, or
  - Taking any other action permitted by law.

All remedies conferred on the State by this Agreement or any other instrument or agreement are cumulative, not exclusive, and may be exercised concurrently or consecutively at the State's option.

- B. Enforcement:** The State may take one or more actions in the event Subrecipient fails to comply with the terms of the award. Upon written notification explaining the basis of the action, the State may suspend the grant pending corrective action or terminate the grant. The State may impose conditions requiring correction of noncompliance or deficiency. If conditions are imposed, the State will inform Subrecipient of the conditions and corrective action sought, the reason for imposition, and the time allowed for completing corrective actions.



- C. **Rights and Remedies:** The duties and obligations imposed by the Agreement and accompanying documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the State or Subrecipient shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

8. **GRANT REQUIREMENTS:**

- A. **Billing Procedure and Reimbursements:** The Subrecipient agrees to formally request reimbursement by submitting to the State an itemized invoice(s) for allowable project costs. Each invoice shall clearly identify each cost being billed and shall be in a format acceptable to or specified by the State, with supporting documentation of cost and payment as required below, and other documentation as may be required by the State.
- B. Requests for reimbursement must be submitted based on the following timeline:

| <i>Monthly Billing Schedule</i> |                         |                      |
|---------------------------------|-------------------------|----------------------|
| <i>Billing Due By</i>           | <i>Period Beginning</i> | <i>Period Ending</i> |
| <i>December 31</i>              | October 1               | October 31           |
| <i>January 31</i>               | November 1              | November 30          |
| <i>February 28</i>              | December 1              | December 31          |
| <i>March 31</i>                 | January 1               | January 31           |
| <i>April 30</i>                 | February 1              | February 28          |
| <i>May 31</i>                   | March 1                 | March 31             |
| <i>June 30</i>                  | April 1                 | April 30             |
| <i>July 31</i>                  | May 1                   | May 31               |
| <i>August 31</i>                | June 1                  | June 30              |
| <i>September 30</i>             | July 1                  | July 31              |
| <i>October 31</i>               | August 1                | August 31            |
| <i>November 30</i>              | September 1             | September 30         |

Invoices for operating, vehicles, equipment, or facilities shall be accompanied by documentation of the formal obligations or expenses incurred, as well as the source of the match. Supporting documentation shall be copies of vendor invoices, unless alternate documentation accompanied by a viable written explanation is acceptable to the State. Supporting documentation must clearly tie to the itemized costs on the invoice (annotations to facilitate easy review are encouraged). For vehicles, other documents related to the vehicle purchase are also required prior to payments. Please reference the ITD Capital Site for the Vehicle Reimbursement Packet.

<http://itd.idaho.gov/pt>

The State reserves the right to mandate alternate or specialized billing procedures in any of the following instances:

- when a particular project is split-funded (includes grant funds from more than one source), or;
- when irregular documentation or special timing is needed by the State for some other reason.

Such alternate procedures may be issued separately, but will be provided to the Subrecipient in writing.

**Payments may be withheld if the quarterly report(s) have not been received as required.**

Final billing must be submitted within 60 days of the termination date listed on this grant agreement or as amended.

The State shall reimburse funds to meet formal obligations or expenses only with satisfactory documentation.





If required documentation is determined to be incomplete, incorrect, and/or in conflict with the scope of the project, the Subrecipient will be notified that payment of project funds is being withheld until the incomplete, incorrect, and/or conflicting items are resolved to the State's satisfaction.

- C. Local Match Available:** If this grant is for a vehicle(s) and/or equipment, the Subrecipient has or will have the required local cash match for the project by the time of delivery. If this grant is for other items, the local match will be met as grant funds are spent.
- D. Operating and Maintenance Funds Available:** The Subrecipient, by the time of vehicle and/or equipment delivery, will have or have guarantee of funds necessary to operate and maintain the project vehicle and/or equipment in safe, clean, and mechanically sound condition through the required period of performance (useful life). The State reserves the right to require transfer of the vehicle and/or equipment to another entity if the Subrecipient fails to meet this requirement.
- E. Indirect Costs:** If a federally approved indirect cost rate is negotiated between the subrecipient and the Federal government, this rate must be used. If no such rate exists, the subrecipient may either negotiate a rate with the pass-through entity and the subrecipient (in compliance with this part), or elect the de minimus indirect cost rate as defined in §200.414 Indirect (F&A) costs, paragraph (f), if eligible.
- F. Vehicle and Equipment Maintenance Requirements:** The Subrecipient agrees to develop a written maintenance program and assures that it assumes responsibility to maintain and operate the vehicles and/or equipment obtained under this project at a high level of cleanliness, safety, and mechanical soundness, following at a minimum, the original equipment manufacturers' (OEM) recommended maintenance and inspection procedures and schedules, for at least the useful life of each item, to retain warranties and meet life expectancy of the items. The Subrecipient further assures that it will maintain ADA accessibility features in good working order, removing vehicles with nonworking accessibility features from service and repairing them within 5 days. The Subrecipient agrees to document all maintenance completed and all maintenance expenditures. The State and FTA shall have the right to conduct periodic inspections for the purpose of confirming proper maintenance.
- G. Vehicle and Equipment Use and Disposition:** Use and disposition of project vehicles and equipment shall be subject to restrictions set forth by the State.
- The Subrecipient assures that it will not lease or contract the operation of project vehicles without prior written approval from the State.
- If a vehicle or equipment purchased with these funds can no longer meet project needs, the Subrecipient agrees to notify the State, indicate its condition, and follow the State's instructions.
- H. Reports:** The Subrecipient is required to submit quarterly reports in a format specified or provided by the State, per instructions provided by the State. The Subrecipient will certify the accuracy of each report.
- I. A grantee must submit quarterly reports under the following schedule:**

| Quarterly Schedule |               |               |
|--------------------|---------------|---------------|
| Period Beginning   | Period Ending | Report Due By |
| January 1          | March 31      | May 31        |
| April 1            | June 30       | August 31     |
| July 1             | September 30  | November 30   |
| October 1          | December 31   | February 28   |



- J. Capital Inventory and Agency Profile:** The Subrecipient agrees to participate fully in the inventory of publicly funded vehicles, transportation equipment, and transportation-related facilities and other transportation related data.
- K. Changes and Amendments:** The Subrecipient shall not execute any amendment or change order to this Agreement without the prior written concurrence of the State. This Agreement may only be modified or amended by a written agreement signed by both parties.
- L. Reimbursement of Grant Funds:** Within sixty (60) days of issuance of a final audit report to the State or, if no audit is required, then within sixty days after acceptance by the State that the Subrecipient has met the requirements of this grant agreement, the Subrecipient's remaining grant balance will return to the State.
- M. Travel Requirements:** Subrecipient must follow State of Idaho travel guidelines for reimbursement or your agency's travel rules, whichever is more restrictive.
- N. Program Fraud and False or Fraudulent Statements and Related Acts:** The Subrecipient certifies that any statement it has made, it makes, it may make, or causes to be made about this grant project is or will be true and accurate. Provision of untrue or inaccurate information may constitute fraud.

**9. ASSIGNMENT OF WORK TO THIRD PARTIES:**

- A. State Consent Required:** No portion of work to be performed under this agreement shall be assigned by the Subrecipient to any third party without written consent of the State.
- B. No Federal or State of Idaho Government Obligation to Third Parties:** The Subrecipient agrees that the Federal and State governments have no liability under this agreement. The Subrecipient assures that it will include language in any contract under this agreement that states the Federal and State governments have no liability under the contract and require the contractor to include language to this effect in any subcontract, except if the Subrecipient has specific written consent from the Federal and/or State governments that it/they will accept liability.
- C. Subcontracting Rules:** In the event the Subrecipient subcontracts any work covered by this Agreement, the Subrecipient shall require compliance by its subcontractors with applicable provisions, statutes or regulations governing their legal responsibilities in public contracts.

In addition, the Subrecipient shall require compliance with all Federal, State, and local laws and regulations and include required Federal clauses in contracts and purchase orders.



## 10. Procurement Requirements:

All procurements for contracted services (complementary paratransit, cabs, etc.) must go through a bidding process.

### A. Procurement System:

- i. **The Subrecipient**, assures it has or will establish a procurement system in compliance with FTA procurement requirements in FTA Circular 4220.1 third party contracting requirements as well as any other implementing requirements of Federal, State, or local government, including:
  1. a five-year limitation on rolling stock;
  2. requirement for full and open competition;
  3. a prohibition against geographic preferences;
  4. the use of Brooks Act procedures for procurement of architectural engineering services if the state has not adopted a statute governing procurement of such services;  
<https://www.acec.org/advocacy/qbs/brooks2/>
  5. inclusion in its contracts all Federal clauses required by Federal laws, executive orders, or their implementing regulations, as required by FTA Circular 4220.1;
  6. inclusion in its subcontracts and sub agreements all Federal clauses required by Federal laws, executive orders, or their implementing regulations, as required in FTA Circular 4220.1;
  7. written protest procedures;
  8. ethical standards of conduct;
  9. use of appropriate procurement method.  
<https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/Third%20Party%20Contracting%20Guidance%20%28Circular%204220.1F%29.pdf>

- B. Required Provision in Procurement Notices:** The following required provision shall be included in any advertisement or invitation to bid for any procurement under this Agreement:

**Statement of Financial Assistance:** "Statement of Financial Assistance: This Procurement is subject to a financial assistance grant agreement between the State of Idaho and the U.S. Department of Transportation."

- C. Procurement Requirements:** Subrecipient will follow the following procurement guidelines:

Subrecipients are subject to their own procurement policies, and IDAPA Title 38 when applicable. If not applicable at a **MINIMUM** FEDERAL thresholds issued in OMB issued memorandum [OM-18-18](#) must be followed. Note: Circulars may not be updated to reflect the new procurement thresholds issued by OMB through OM-18-18.

- D. Bus and Van Testing:** The Subrecipient will comply with FTA bus testing requirements applicable to heavy-duty large and small buses; medium-duty buses; light-duty mid-size buses; and light-duty small buses, cutaways, or modified vans (does not apply to unmodified mass-produced vans). If testing is not required, the Subrecipient will instead obtain the manufacturer's certification that the vehicle is exempt from FTA bus testing requirements and also obtain a list of recent purchasers of the vehicle (with contact information), to aid evaluation prior to vendor selection.

<http://www.gpo.gov/fdsys/pkg/CFR-2005-title49-vol1/content-detail.html>

- i. For Equipment Purchases - The Subrecipient will provide the same equipment specifications to each prospective vendor and seek at least three bids or price quotes. The Subrecipient will submit price quotes or bids received to the State with its preferred vendor selection noted, for State approval to purchase. For more information see FTA Best Practices Procurement Manual,  
<https://www.transit.dot.gov/funding/procurement/third-party-procurement/best-practices-procurement-manual>





- E. Pre-Award and Post-Delivery Review of New Vehicles:** The Subrecipient assures it will conduct a pre-award and/or post-delivery reviews for all new vehicles purchased under this project, as specified below. The Subrecipient assures it will conduct these reviews per the formats and instructions provided by the State. Pre-Award Reviews must be submitted to the State for approval
- F. Vehicle Identification Numbers to State:** The Subrecipient will provide each vehicle's identification number (VIN) to the State with the first payment invoice for the particular vehicle.
- G. Titles to Vehicles/Equipment & Liens:**
- i. Title to Project equipment other than vehicles shall rest with the Subrecipient.
  - ii. The Subrecipient hereby agrees that the State of Idaho is lien holder for each vehicle purchased under this Project. The Subrecipient shall arrange with the Idaho Division of Motor Vehicles (DMV) to issue the certificate of title in the name of the Subrecipient with the State of Idaho Transportation Department as lien holder. The Subrecipient shall arrange with DMV to send the original title to the State's Public Transportation Office for this project.
  - iii. The State will hold a lien on the title of any vehicle purchased under this project. The Subrecipient may request a clear title after the vehicle reaches its useful life.

The Subrecipient gives the State Power of Attorney limited to applying for a Vehicle Title from the Idaho Division of Motor Vehicles and to requesting the Idaho Division of Motor Vehicles remove the State's lien from the vehicle title.



## CERTIFICATION REGARDING FEDERAL LOBBYING:

### Certification for Contracts, Grants, Loans, and Cooperative Agreements:

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

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

### RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with FTA and/or State general funds as it pertains to this agreement from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

### Authorized Signature for Subrecipient:

| Name                | Title | Phone        | E-mail                          |
|---------------------|-------|--------------|---------------------------------|
| Daniel G. Johnson   | Mayor | 208.746.3671 | mayorjohnson@cityoflewiston.org |
| Signature and Date: |       |              |                                 |



## CITY COUNCIL MEETING AGENDA ITEM HISTORY/COMMENTARY

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|
| <b>ITEM TITLE</b><br>IFB-23-004 DOWNTOWN TRANSMISSION<br>MAIN REPLACEMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>AGENDA NO.</b><br><br><b>AGENDA DATE:</b> February 13, 2023 |
| <b>ITEM HISTORY (PREVIOUS COUNCIL REVIEWS, ACTION RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)</b><br><br>In September 2022, City Council approved a professional services agreement with Mountain Waterworks, Inc. for the first phase of Downtown Transmission Main Replacement (WR600) ALN.21.027. This project is funded by American Rescue Plan Act (ARPA) funds.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                |
| <b>ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS, ETC.) Please identify any or all impacts this proposed action would have on the City budget and/or personnel resources.</b><br><br>Mountain Waterworks first deliverable was to compile and update bid documents for two distinct water transmission replacement projects designed by others (J-U-B and City of Lewiston). This bid award is a result of this deliverable, which includes replacement on Main Street from 9 <sup>th</sup> ST to Jefferson ST (J-U-B design) and Main Street from 18 <sup>th</sup> ST to US 12 (21 <sup>st</sup> ) (City of Lewiston design).<br><br>Bid documents were distributed through an online plan center, Quest CDN. A link to the bid documents was placed on the City's website to provide a viewing copy to bidders and other interested persons. Notice was also provided to those signed up for bid notifications on the City's website. All legal advertising requirements were completed.<br><br>Five (5) bid packages were received and read aloud on January 17, 2023. LaRiviere, Inc. from Rathdrum, Idaho submitted the lowest bid in the amount of \$1,703,350. Engineering has reviewed this bid for specification compliance. Engineers cost estimate for this project was \$2,079,935. LaRiviere, Inc. bid is \$376,585 (18%) less than the Engineers estimate. |                                                                |
| <b>BUDGET IMPACT</b><br><br>\$5,509,320 has been appropriated for the Main Street water line replacement for FY23 through the ARPA/DEQ grant offer. There will be no local funds used for this bid award.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                |



**ACTION PROPOSED**

Staff recommends that City Council award the bid for Downtown Transmission Main Replacement ALN.21.027 (IFB-23-004) to LaRiviere, Inc for \$1,703,350 and authorize the Mayor to execute the respective agreement between the City and LaRiviere, Inc.

**IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPWC)  
STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT  
(STIPULATED PRICE)**

**THIS AGREEMENT** ("Agreement") is entered into by and between the City of Lewiston, an Idaho municipal corporation ("OWNER"), and LaRiviere, Inc., an Idaho Corporation ("CONTRACTOR"). OWNER and CONTRACTOR may also individually be referred to as a "Party" or collectively as "Parties."

In consideration of the mutual covenants and agreements herein contained, 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:

**The Downtown Transmission Main Replacement Project generally consists of installation of new 6", 8", and 16" ductile iron water piping, valves, service pipe, hydrants, customer service connections, connections to the existing water system, and surface, sidewalk, and curb/gutter repair with in the Main Street transportation corridor.**

**ARTICLE 2 – PROJECT**

- 2.01 The Project to which the Work relates is generally described as follows:

**Downtown Transmission Main Replacement ALN.21.027 (IFB-23-004)**

**ARTICLE 3 – ENGINEER**

- 3.01 The Project has been designed by **Josh Elliott, P.E. of J-U-B Engineers and Alannah Bailey, P.E. of the City of Lewiston. Ed Stowe, P.E. of Mountain Waterworks** (ENGINEER) has prepared specific portions of the Project Manual. Mountain Waterworks shall act as OWNER'S representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

- 4.01 *Time 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 *Dates for Substantial Completion and Final Payment*

- A. The Work will be substantially completed within 225 days after the date when the Contract Times commence to run as provided in Article 2.03 of the General Conditions, and completed and ready for final payment in accordance with Article 14.07 of the General Conditions within 255 days after the date when the Contract Times commence to run.

- 4.03 *Milestones*

- A. Parts of the Work must be substantially completed on or before the following Milestone:

1. Milestone 1: The Contractor shall complete initial exploratory excavations, submittal process, shop drawing preparation, and engineer's review and furnish all pipe, fittings, valves, hydrants, and other appurtenances required by ISPWC Division 400 – Water that are necessary to begin the Work, and

this Milestone shall be considered substantially complete when Contractor has furnished and stored on site sufficient materials to begin work on either Schedule "A" and Schedule "B" of the Contract Drawings, and to continue the Work shown on the Contract Drawings to Final Completion without interruption or delay. Milestone 1 shall be substantially complete within 150 days of issuance of the Notice to Proceed.

1. Milestone 2: From the date of commencement of on-site construction activities within the public right-of-way the Contractor shall have 75 days to substantially complete the Schedule "A" and Schedule "B" work, including surface restoration.

#### 4.04 *Liquidated Damages*

- A. CONTRACTOR and OWNER recognize that time is of the essence, as stated in Paragraph 4.01 above, and that OWNER will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The Parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER Three Thousand Dollars (\$3,000.00) for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER Three Thousand Dollars (\$3,000.00) for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

##### 1. *Milestones:*

- a. CONTRACTOR shall pay OWNER \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.04.A will apply, rather than the Milestone rate.
- b. CONTRACTOR shall pay OWNER \$3,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 2, until Milestone 2 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.04.A will apply, rather than the Milestone rate.

#### **ARTICLE 5 – CONTRACT PRICE**

- 5.02 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 5.01.A below:
  - A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work multiplied by the actual quantity of that item.



### UNIT PRICE WORK

| No.                                                                  | Item No.    | Description                             | Unit | Estimated Quantity | Unit Price  | Extended Price |
|----------------------------------------------------------------------|-------------|-----------------------------------------|------|--------------------|-------------|----------------|
| <b>Schedule A – Water: 9<sup>th</sup> Street to Jefferson Street</b> |             |                                         |      |                    |             |                |
| 1                                                                    | 201.4.1.D.1 | Removal of Concrete Sidewalk            | SY   | 29                 | \$17.00     | \$493.00       |
| 2                                                                    | 201.4.1.D.1 | Removal of Pavement                     | SY   | 1726               | \$13.00     | \$22,438.00    |
| 3                                                                    | 201.4.1.E.1 | Removal of Curb (No Gutter)             | LF   | 42                 | \$10.00     | \$420.00       |
| 4                                                                    | 201.4.1.E.1 | Removal of Curb and Gutter              | LF   | 67                 | \$10.00     | \$670.00       |
| 5                                                                    | 303.4.1.C.1 | Exploratory Excavation                  | EA   | 7                  | \$482.00    | \$3,374.00     |
| 6                                                                    | 401.4.1.A.1 | Water Main Pipe - 8" DI, Class 350      | LF   | 279                | \$143.00    | \$39,897.00    |
| 7                                                                    | 401.4.1.A.1 | Water Main Pipe - 16" DI, Class 350     | LF   | 1866               | \$232.00    | \$432,912.00   |
| 8                                                                    | 401.4.1.C.1 | Connect to Existing - 2"                | EA   | 1                  | \$1,558.00  | \$1,558.00     |
| 9                                                                    | 401.4.1.C.1 | Connect to Existing - 6"                | EA   | 2                  | \$3,127.00  | \$6,254.00     |
| 10                                                                   | 401.4.1.C.1 | Connect to Existing - 8"                | EA   | 1                  | \$2,269.00  | \$2,269.00     |
| 11                                                                   | 401.4.1.C.1 | Connect to Existing - 10"               | EA   | 1                  | \$3,717.00  | \$3,717.00     |
| 12                                                                   | 401.4.1.C.1 | Connect to Existing - 12"               | EA   | 1                  | \$1,502.00  | \$1,502.00     |
| 13                                                                   | 401.4.1.C.1 | Connect to Existing - 16"               | EA   | 1                  | \$2,285.00  | \$2,285.00     |
| 14                                                                   | 401.4.1.D.1 | Water Main Sleeve - 30" DR41 C900 PVC   | LF   | 20                 | \$143.00    | \$2,860.00     |
| 15                                                                   | 401.4.1.D.1 | Water Main Sleeve - 18" DR41 C900 PVC   | LF   | 20                 | \$126.00    | \$2,520.00     |
| 16                                                                   | 402.4.1.A.1 | Valve - 8" Gate                         | EA   | 4                  | \$3,562.00  | \$14,248.00    |
| 17                                                                   | 402.4.1.A.1 | Valve - 10" Gate                        | EA   | 1                  | \$4,654.00  | \$4,654.00     |
| 18                                                                   | 402.4.1.A.1 | Valve - 16" Gate                        | EA   | 8                  | \$12,129.00 | \$97,032.00    |
| 19                                                                   | 403.4.1.A.1 | Fire Hydrant Installation               | EA   | 2                  | \$11,288.00 | \$22,576.00    |
| 20                                                                   | 404.4.1.A.1 | Water Service Connection - unknown size | EA   | 7                  | \$2,538.00  | \$17,766.00    |
| 21                                                                   | 404.4.1.A.1 | Water Service Connection - 3/4"         | EA   | 9                  | \$1,266.00  | \$11,394.00    |
| 22                                                                   | 404.4.1.A.1 | Water Service Connection - 1"           | EA   | 13                 | \$1,236.00  | \$16,068.00    |
| 23                                                                   | 404.4.1.A.1 | Water Service Connection - 1 1/4"       | EA   | 2                  | \$1,992.00  | \$3,984.00     |
| 24                                                                   | 404.4.1.A.1 | Water Service Connection - 1 1/2"       | EA   | 1                  | \$2,173.00  | \$2,173.00     |
| 25                                                                   | 404.4.1.A.1 | Water Service Connection - 2"           | EA   | 1                  | \$1,563.00  | \$1,563.00     |

|                                                                                     |              |                                                       |    |      |                |              |
|-------------------------------------------------------------------------------------|--------------|-------------------------------------------------------|----|------|----------------|--------------|
| 26                                                                                  | 404.4.1.B.1  | Fire Service Connection - 6"                          | EA | 5    | \$3,320.00     | \$16,600.00  |
| 27                                                                                  | 404.4.1.C.1  | Remove and Replace Service - unknown size             | EA | 0    | \$4,500.00     | \$0.00       |
| 28                                                                                  | 404.4.1.C.1  | Remove and Replace Service - 3/4"                     | EA | 1    | \$8,020.00     | \$8,020.00   |
| 29                                                                                  | 404.4.1.C.1  | Remove and Replace Service - 1"                       | EA | 1    | \$3,267.00     | \$3,267.00   |
| 30                                                                                  | 404.4.1.C.1  | Remove and Replace Service - 1 1/4"                   | EA | 0    | \$5,000.00     | \$0.00       |
| 31                                                                                  | 706.4.1.A.10 | Mountable Vertical Curb (No Gutter)                   | LF | 18   | \$127.00       | \$2,286.00   |
| 32                                                                                  | 706.4.1.A.3  | Standard 6-Inch Vertical Curb (No Gutter)             | LF | 24   | \$107.00       | \$2,568.00   |
| 33                                                                                  | 706.4.1.A.5  | Standard 6-Inch Vertical Curb and Gutter              | LF | 67   | \$95.00        | \$6,365.00   |
| 34                                                                                  | 706.4.1.E.1  | Concrete Sidewalk 4-Inch Thickness                    | SY | 29   | \$176.00       | \$5,104.00   |
| 35                                                                                  | 810.4.1.A.3  | Plant Mix Pavement, 4" thk, SP-3, PG 70-28, 1/2" Agg. | SY | 1726 | \$46.00        | \$79,396.00  |
| 36                                                                                  | 1103.4.1.A.1 | Construction Traffic Control                          | LS | 1    | \$60,652.00    | \$60,652.00  |
| 37                                                                                  | 2010.4.1.A.1 | Mobilization                                          | LS | 1    | \$249,556.00   | \$249,556.00 |
| 38                                                                                  | 2020.4.1.C.1 | Furnishing & Placing Monument Frame and Cover         | EA | 2    | \$988.00       | \$1,976.00   |
| 39                                                                                  | 2020.4.1.F.1 | Reference and Reset Monuments                         | EA | 2    | \$2,187.00     | \$4,374.00   |
| 40                                                                                  | SP 2001A     | Construction Surveying                                | LS | 1    | \$1,859.00     | \$1,859.00   |
| 41                                                                                  | SP 2005A     | Shop Drawings                                         | LS | 1    | \$80.00        | \$80.00      |
| TOTAL SCHEDULE A:                                                                   |              |                                                       |    |      | \$1,156,730.00 |              |
| Schedule B – Main Street Water Line 18 <sup>th</sup> to U.S. 12 (21 <sup>st</sup> ) |              |                                                       |    |      |                |              |
| 1                                                                                   | 201.4.1.D.1  | Removal of Pavement                                   | SY | 968  | \$12.00        | \$11,616.00  |
| 2                                                                                   | 201.4.1.F.1  | Removal of Hydrant                                    | EA | 1    | \$475.00       | \$475.00     |
| 3                                                                                   | 401.4.1.A.1  | Water Main Pipe - 6" DI, Class 350                    | LF | 24   | \$231.00       | \$5,544.00   |
| 4                                                                                   | 401.4.1.A.1  | Water Main Pipe - 8" DI, Class 350                    | LF | 139  | \$141.00       | \$19,599.00  |
| 5                                                                                   | 401.4.1.A.1  | Water Main Pipe - 16" DI, Class 350                   | LF | 1267 | \$276.00       | \$349,692.00 |
| 6                                                                                   | 401.4.1.C.1  | Connect to Existing - 6"                              | EA | 1    | \$2,487.00     | \$2,487.00   |
| 7                                                                                   | 401.4.1.C.1  | Connect to Existing - 8"                              | EA | 1    | \$5,003.00     | \$5,003.00   |
| 8                                                                                   | 401.4.1.C.1  | Connect to Existing - 16"                             | EA | 2    | \$2,285.00     | \$4,570.00   |
| 9                                                                                   | 401.4.1.D.1  | Water Main Sleeve - 18" DR41 C900 PVC                 | LF | 20   | \$126.00       | \$2,520.00   |
| 10                                                                                  | 401.4.1.D.1  | Water Main Sleeve - 30" DR41 C900 PVC                 | LF | 40   | \$143.00       | \$5,720.00   |

|                                   |              |                                                       |    |     |                |             |
|-----------------------------------|--------------|-------------------------------------------------------|----|-----|----------------|-------------|
| 11                                | 402.4.1.A.1  | Valve - 8" Gate                                       | EA | 3   | \$3,479.00     | \$10,437.00 |
| 12                                | 402.4.1.A.1  | Valve - 16" Gate                                      | EA | 1   | \$12,318.00    | \$12,318.00 |
| 13                                | 403.4.1.A.1  | Fire Hydrant Installation                             | EA | 1   | \$9,150.00     | \$9,150.00  |
| 14                                | 404.4.1.A.1  | Water Service Connection - 3/4"                       | EA | 2   | \$1,196.00     | \$2,392.00  |
| 15                                | 404.4.1.A.1  | Water Service Connection - 1"                         | EA | 2   | \$1,504.00     | \$3,008.00  |
| 16                                | 404.4.1.B.1  | Fire Service Connection - 6"                          | EA | 2   | \$2,795.00     | \$5,590.00  |
| 17                                | 404.4.1.C.1  | Remove and Replace Service - 3/4"                     | EA | 2   | \$3,611.00     | \$7,222.00  |
| 18                                | 404.4.1.C.1  | Remove and Replace Service - 2"                       | EA | 2   | \$5,103.00     | \$10,206.00 |
| 19                                | 810.4.1.A.3  | Plant Mix Pavement, 4" thk, SP-3, PG 70-28, 1/2" Agg. | SY | 968 | \$46.00        | \$44,528.00 |
| 20                                | 1103.4.1.A.1 | Construction Traffic Control                          | LS | 1   | \$33,231.00    | \$33,231.00 |
| 21                                | SP 2001A     | Construction Surveying                                | LS | 1   | \$1,312.00     | \$1,312.00  |
| TOTAL SCHEDULE B:                 |              |                                                       |    |     | \$546,620.00   |             |
| TOTAL OF SCHEDULE A + SCHEDULE B: |              |                                                       |    |     | \$1,703,350.00 |             |

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Article 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER, as provided in Article 9.07 of the General Conditions.

## ARTICLE 6 – PAYMENT PROCEDURES

### 6.01 Submittal and Processing of Payments

- A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 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 account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment once each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Article 2.07.A of the General Conditions (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 in Article 14.02 of the General Conditions.
  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 ENGINEER may determine or OWNER may withhold, including, but not limited to, liquidated damages in accordance with Article 14.02 of the General Conditions.
    - a. **Ninety-five percent (95%)** of Work completed (with the balance being retainage); and



- b. **Ninety-five percent (95%)** 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 percent (95%) of the Work completed, less such amounts as ENGINEER shall determine in accordance with Article 14.02.B.5 of the General Conditions, and less 150 percent (150%) of ENGINEER'S estimate of the value of Work to be completed or corrected, as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion. If, at Substantial Completion, the character and progress of the Work has been satisfactory, OWNER may, in OWNER'S sole discretion, reduce the amount of retainage being held.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Article 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER, as provided in said Article 14.07.

**ARTICLE 7 – INTEREST**

7.01 THIS ARTICLE RESERVED

**ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

8.01 CONTRACTOR makes the following representations:

- A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data;" and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."
- E. CONTRACTOR has considered the information known to CONTRACTOR; 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 Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- F. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, test, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly

required by the Bidding Documents to be employed by Bidder safety precautions and programs incident thereto.

- G. Based on the information and observations referred to in Paragraph 8.01.E and 8.01.F above, CONTRACTOR does not consider that 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 Documents.
- H. 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.
- I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- K. The CONTRACTOR is an appropriately licensed public works CONTRACTOR per Idaho Code § 54-1902.
- L. 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 CONTRACTOR'S compliance with any Laws or Regulations.
- M. CONTRACTOR shall submit, within thirty (30) days of the date of this Agreement, a Public Works Contract Report (Form WH-5) to the Idaho State Tax Commission in compliance with Idaho Code §§ 54-1904A and 63-3624(f).

8.02 CONTRACTOR makes the following Certifications:

- A. 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.
- B. 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.

**ARTICLE 9 – CONTRACT DOCUMENTS**

9.01 *Contents*

- A. The Contract Documents consist of the following and shall govern in the following order in case of any conflict among them:
  - 1. The following, which may be delivered or issued on or after the Effective Date of the Agreement:
    - a. Change Orders
    - b. Work Change Directives

- c. Notice to Proceed
- 2. This Agreement (ISPWC Section 00520)
- 3. Addenda (numbers 1 to 2)
- 4. Drawings consisting of the following sheets:
  - Main Street Water Line  
9<sup>th</sup> to 18<sup>th</sup>  
City of Lewiston, Idaho  
April 2019  
Sealed by Josh Elliot, P.E., 04/18/2019, J-U-B Engineers, Inc.  
Cover Sheet, G-002, G-003, C-201, C-202, C-203, C-204, C-205, C-210
  - Main Street Water Line 18<sup>th</sup> to U.S. 12 (21<sup>st</sup>)  
SE 1/4, Section 31, T 36 N, R 5W, BM  
City of Lewiston, Idaho, Nez Perce County, Idaho  
Sealed by Alannah Bailey, P.E., 12/07/2022, City of Lewiston  
All sheets
- 5. Special Provisions (ISPWC Section 00820, as amended for this Agreement)
- 6. Supplementary Conditions (ISPWC Section 00800, as amended for this Agreement)
- 7. Instructions to Bidders (ISPWC Section 00200, as amended for this Agreement)
- 8. General Conditions (2017 ISPWC Division 100)
- 9. City of Lewiston, Idaho Public Works Department Standard Construction Details
- 10. Standard Specifications and Standard Drawings – Idaho Standards for Public Works Construction
- 11. CONTRACTOR’S Bid (ISPWC Section 00410 and all attachments thereto)
- 12. Documentation submitted by CONTRACTOR prior to Notice of Award
- 13. CONTRACTOR’S Affidavits, including Non-Collusion Affidavit (ISPWC Section 00460), Contractor’s Affidavit Concerning Taxes (ISPWC Section 00465), and Contractor’s Affidavit Concerning Alcohol and Drug-Free Workplace (ISPWC Section 00470), Acknowledgment of the City’s Drug and Alcohol Substance Abuse and Testing Policy
- 14. Wage Determination: General Decision Number ID20230065 (01/06/2023)
- 15. CONTRACTOR’S Performance Bond for this Agreement (ISPWC Section 00610)
- 16. CONTRACTOR’S Payment Bond for this Agreement (ISPWC Section 00615)
- 17. Other Bonds Secured by CONTRACTOR for this Agreement
  - a. Bond for Work in the City of Lewiston Right-of-Way
- B. The documents listed in Paragraph 9.01.A are incorporated by reference into this Agreement.
- C. There are no Contract Documents other than those listed above in Paragraph 9.01.A.



- D.** The Contract Documents may only be amended, modified, or supplemented as provided in Article 3.04 of the General Conditions.

## ARTICLE 10 – MISCELLANEOUS

### 10.01 *Terms*

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

### 10.02 *Assignment of Contract*

- A. No assignment by a Party of any rights under or interests in this Agreement will be binding on the other Party without the written consent of the Party sought to be bound; and, specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### 10.03 *Successors and Assigns*

- A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other Party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### 10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents may be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### 10.05 *Contractor's Certifications*

- A. CONTRACTOR certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing this Agreement. For the purposes of this Paragraph 10.05:
  - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Agreement execution;
  - 2. “fraudulent practice” means an intentional misrepresentation of facts made to: (a) influence the bidding process or the execution of the Agreement to the detriment of OWNER, (b) establish Bid or Contract prices at artificial non-competitive levels, or (c) 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 Agreement.

### 10.06 *Other 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 below:

OWNER: City of Lewiston  
Director of Public Works  
P.O. Box 617  
Lewiston, Idaho 83501

CONTRACTOR: LaRiviere, Incorporated  
17564 N. Dylan Ct.  
Rathdrum ID 83858

- 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.

[Intentionally left blank]

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

OWNER:

City of Lewiston

By: \_\_\_\_\_  
Daniel G. Johnson, Mayor

[CORPORATE SEAL]

Attest: \_\_\_\_\_

Name & Title: \_\_\_\_\_

Designated Representative:

Name: Alannah Bailey, P.E.

Title: Engineering Project Supervisor

Address: 215 "D" Street, P.O. Box 617

Lewiston, ID 83501

Phone: 208-790-8809

Email: abailey@cityoflewisotn.org

CONTRACTOR:

LaRiviere, Inc

By: \_\_\_\_\_  
Name & Title: Thomas LaRiviere President

[CORPORATE SEAL]

Attest: Hiede Grant

Name & Title: Hiede Grant Contract Admin

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Name: Paul Loska

Title: Project Manager

Address: La Riviere Inc

17564 N Dylan Ct Rathdrum ID 83858

Phone: 760-975-9550

Email: paul1@lariviere.co

# Memo



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**Prepared For:** Katrina Sharp, Purchasing Coordinator

**Prepared By:** Alannah Bailey, PE, Project Engineer *AB*

**Copy:** Dustin Johnson, PE, Public Works Director  
Bryan Lacy, Water Manager  
Wendy LaVoie, Public Works Financial Analyst

**Date:** January 26, 2023

**Subject:** **RECOMMENDATION TO AWARD  
DOWNTOWN TRANSMISSION MAIN REPLACEMENT  
ALN.21.027 (IFB-23-004)**

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I have reviewed the five (5) bids received for this project on January 17, 2023 and found all them to be responsive. The bidders' itemized bids and Engineer's estimate are presented on the attached Bid Tabulation.

Public Works recommends awarding the bid to the lowest responsive bidder, LaRiviere, Inc, from Rathdrum Idaho for a total bid of \$1,703,350. The average total bid is \$1,942,557.60, which is 14% higher than LaRiviere, Inc. and 18% less than the Engineer's estimate of \$2,079,935.

This project consist of transmission main replacement Schedule A - Main St Water Line from 9th St to Jefferson St and Schedule B - Main St Water Line from 18th St to US 12 (21st). This replacement project will increase hydraulic capacity of the system and maintain a pipe network that is capable of continually delivering safe drinking water to the public. The work involves construction of 6", 8", and 16" ductile iron water piping, valves, services, hydrants, customer service connections, connections to the existing water system, and asphalt surface, sidewalk, and curb/gutter repair within the Main Street transportation corridor.

Funding for this project will come from the State of Idaho Department of Environmental Quality (IDEQ) American Rescue Plan Act (ARPA). This offer was accepted as Resolution 2022-44 in October, 2022 for the amount of \$7,300,000. Separate phases of this project will be designed and bid in the future which will further utilize this funding source.

The draft contract has been updated with the bid for your use. Please prepare the final construction contract, then send the final contract to LaRiviere, Inc for signature. Upon receiving the signed contract forward to Public Works to request City Council approval.



PROJECT: DOWNTOWN TRANSMISSION MAIN REPLACEMENT ALN.21.027 (IFB-23-004)  
BID TABULATION -- Bid Opening: January 17, 2023 - 2:00 p.m.

|                                                    |              |                                                       |      |                       | Engineer's Estimate |              | LaRiviere Incorporated<br>Rathdrum, ID |              | Big Sky ID, Corp<br>Hayden, ID |              | Debco Construction<br>Orofino, ID |              | M.L. Albright & Sons, Inc.<br>Lewiston, ID |              | Western Construction of<br>Lewiston, Inc.<br>Lewiston, ID |              |
|----------------------------------------------------|--------------|-------------------------------------------------------|------|-----------------------|---------------------|--------------|----------------------------------------|--------------|--------------------------------|--------------|-----------------------------------|--------------|--------------------------------------------|--------------|-----------------------------------------------------------|--------------|
| NO.                                                | BID ITEM     | DESCRIPTION                                           | UNIT | ESTIMATED<br>QUANTITY | UNIT<br>PRICE       | AMOUNT       | UNIT PRICE                             | AMOUNT       | UNIT PRICE                     | AMOUNT       | UNIT PRICE                        | AMOUNT       | UNIT PRICE                                 | AMOUNT       | UNIT PRICE                                                | AMOUNT       |
| Schedule A - Water: 9th Street to Jefferson Street |              |                                                       |      |                       |                     |              |                                        |              |                                |              |                                   |              |                                            |              |                                                           |              |
| 1                                                  | 201.4.1.D.1  | Removal of Concrete Sidewalk                          | SY   | 29                    | \$28.00             | \$812.00     | \$17.00                                | \$493.00     | \$84.00                        | \$2,436.00   | \$35.00                           | \$1,015.00   | \$36.00                                    | \$1,044.00   | \$120.00                                                  | \$3,480.00   |
| 2                                                  | 201.4.1.D.1  | Removal of Pavement                                   | SY   | 1726                  | \$14.00             | \$24,164.00  | \$13.00                                | \$22,438.00  | \$14.00                        | \$24,164.00  | \$22.00                           | \$37,972.00  | \$40.00                                    | \$69,040.00  | \$20.00                                                   | \$34,520.00  |
| 3                                                  | 201.4.1.E.1  | Removal of Curb (No Gutter)                           | LF   | 42                    | \$38.00             | \$1,596.00   | \$10.00                                | \$420.00     | \$76.00                        | \$3,192.00   | \$15.00                           | \$630.00     | \$12.00                                    | \$504.00     | \$84.00                                                   | \$3,528.00   |
| 4                                                  | 201.4.1.E.1  | Removal of Curb and Gutter                            | LF   | 67                    | \$55.00             | \$3,685.00   | \$10.00                                | \$670.00     | \$21.00                        | \$1,407.00   | \$15.00                           | \$1,005.00   | \$15.00                                    | \$1,005.00   | \$105.00                                                  | \$7,035.00   |
| 5                                                  | 303.4.1.C.1  | Exploratory Excavation                                | EA   | 7                     | \$5,000.00          | \$35,000.00  | \$482.00                               | \$3,374.00   | \$714.00                       | \$4,998.00   | \$525.00                          | \$3,675.00   | \$1,580.00                                 | \$11,060.00  | \$1,900.00                                                | \$13,300.00  |
| 6                                                  | 401.4.1.A.1  | Water Main Pipe - 8" DI, Class 350                    | LF   | 279                   | \$182.00            | \$50,778.00  | \$143.00                               | \$39,897.00  | \$215.00                       | \$59,985.00  | \$155.00                          | \$43,245.00  | \$166.00                                   | \$46,314.00  | \$150.00                                                  | \$41,850.00  |
| 7                                                  | 401.4.1.A.1  | Water Main Pipe - 16" DI, Class 350                   | LF   | 1866                  | \$293.00            | \$546,738.00 | \$232.00                               | \$432,912.00 | \$252.00                       | \$470,232.00 | \$215.00                          | \$401,190.00 | \$319.00                                   | \$595,254.00 | \$235.00                                                  | \$438,510.00 |
| 8                                                  | 401.4.1.C.1  | Connect to Existing - 2"                              | EA   | 1                     | \$6,852.00          | \$6,852.00   | \$1,558.00                             | \$1,558.00   | \$2,448.00                     | \$2,448.00   | \$2,500.00                        | \$2,500.00   | \$495.00                                   | \$495.00     | \$6,400.00                                                | \$6,400.00   |
| 9                                                  | 401.4.1.C.1  | Connect to Existing - 6"                              | EA   | 2                     | \$11,363.00         | \$22,726.00  | \$3,127.00                             | \$6,254.00   | \$3,754.00                     | \$7,508.00   | \$6,000.00                        | \$12,000.00  | \$1,100.00                                 | \$2,200.00   | \$6,400.00                                                | \$12,800.00  |
| 10                                                 | 401.4.1.C.1  | Connect to Existing - 8"                              | EA   | 1                     | \$6,391.00          | \$6,391.00   | \$2,269.00                             | \$2,269.00   | \$5,086.00                     | \$5,086.00   | \$5,500.00                        | \$5,500.00   | \$1,750.00                                 | \$1,750.00   | \$6,400.00                                                | \$6,400.00   |
| 11                                                 | 401.4.1.C.1  | Connect to Existing - 10"                             | EA   | 1                     | \$10,991.00         | \$10,991.00  | \$3,717.00                             | \$3,717.00   | \$8,928.00                     | \$8,928.00   | \$5,500.00                        | \$5,500.00   | \$6,010.00                                 | \$6,010.00   | \$10,000.00                                               | \$10,000.00  |
| 12                                                 | 401.4.1.C.1  | Connect to Existing - 12"                             | EA   | 1                     | \$9,237.00          | \$9,237.00   | \$1,502.00                             | \$1,502.00   | \$5,652.00                     | \$5,652.00   | \$6,700.00                        | \$6,700.00   | \$3,230.00                                 | \$3,230.00   | \$7,700.00                                                | \$7,700.00   |
| 13                                                 | 401.4.1.C.1  | Connect to Existing - 16"                             | EA   | 1                     | \$16,996.00         | \$16,996.00  | \$2,285.00                             | \$2,285.00   | \$5,573.00                     | \$5,573.00   | \$14,000.00                       | \$14,000.00  | \$4,485.00                                 | \$4,485.00   | \$15,000.00                                               | \$15,000.00  |
| 14                                                 | 401.4.1.D.1  | Water Main Sleeve - 30" DR41 C900 PVC                 | LF   | 20                    | \$308.00            | \$6,160.00   | \$143.00                               | \$2,860.00   | \$299.00                       | \$5,980.00   | \$550.00                          | \$11,000.00  | \$305.00                                   | \$6,100.00   | \$500.00                                                  | \$10,000.00  |
| 15                                                 | 401.4.1.D.1  | Water Main Sleeve - 18" DR41 C900 PVC                 | LF   | 20                    | \$283.00            | \$5,660.00   | \$126.00                               | \$2,520.00   | \$182.00                       | \$3,640.00   | \$500.00                          | \$10,000.00  | \$166.00                                   | \$3,320.00   | \$450.00                                                  | \$9,000.00   |
| 16                                                 | 402.4.1.A.1  | Valve - 8" Gate                                       | EA   | 4                     | \$3,784.00          | \$15,136.00  | \$3,562.00                             | \$14,248.00  | \$3,565.00                     | \$14,260.00  | \$2,600.00                        | \$10,400.00  | \$3,000.00                                 | \$12,000.00  | \$2,400.00                                                | \$9,600.00   |
| 17                                                 | 402.4.1.A.1  | Valve - 10" Gate                                      | EA   | 1                     | \$4,642.00          | \$4,642.00   | \$4,654.00                             | \$4,654.00   | \$4,827.00                     | \$4,827.00   | \$4,000.00                        | \$4,000.00   | \$4,020.00                                 | \$4,020.00   | \$3,400.00                                                | \$3,400.00   |
| 18                                                 | 402.4.1.A.1  | Valve - 16" Gate                                      | EA   | 8                     | \$15,225.00         | \$121,800.00 | \$12,129.00                            | \$97,032.00  | \$13,607.00                    | \$108,856.00 | \$12,000.00                       | \$96,000.00  | \$11,766.00                                | \$94,128.00  | \$10,000.00                                               | \$80,000.00  |
| 19                                                 | 403.4.1.A.1  | Fire Hydrant Installation                             | EA   | 2                     | \$15,081.00         | \$30,162.00  | \$11,288.00                            | \$22,576.00  | \$12,643.00                    | \$25,286.00  | \$12,000.00                       | \$24,000.00  | \$10,940.00                                | \$21,880.00  | \$11,000.00                                               | \$22,000.00  |
| 20                                                 | 404.4.1.A.1  | Water Service Connection - unknown size               | EA   | 7                     | \$3,580.00          | \$25,060.00  | \$2,538.00                             | \$17,766.00  | \$3,203.00                     | \$22,421.00  | \$2,300.00                        | \$16,100.00  | \$2,070.00                                 | \$14,490.00  | \$4,400.00                                                | \$30,800.00  |
| 21                                                 | 404.4.1.A.1  | Water Service Connection - 3/4"                       | EA   | 9                     | \$3,136.00          | \$28,224.00  | \$1,266.00                             | \$11,394.00  | \$2,201.00                     | \$19,809.00  | \$1,500.00                        | \$13,500.00  | \$840.00                                   | \$7,560.00   | \$4,000.00                                                | \$36,000.00  |
| 22                                                 | 404.4.1.A.1  | Water Service Connection - 1"                         | EA   | 13                    | \$3,100.00          | \$40,300.00  | \$1,236.00                             | \$16,068.00  | \$2,673.00                     | \$34,749.00  | \$1,500.00                        | \$19,500.00  | \$916.00                                   | \$11,908.00  | \$4,100.00                                                | \$53,300.00  |
| 23                                                 | 404.4.1.A.1  | Water Service Connection - 1 1/4"                     | EA   | 2                     | \$3,955.00          | \$7,910.00   | \$1,992.00                             | \$3,984.00   | \$3,015.00                     | \$6,030.00   | \$2,000.00                        | \$4,000.00   | \$1,420.00                                 | \$2,840.00   | \$4,500.00                                                | \$9,000.00   |
| 24                                                 | 404.4.1.A.1  | Water Service Connection - 1 1/2"                     | EA   | 1                     | \$4,481.00          | \$4,481.00   | \$2,173.00                             | \$2,173.00   | \$3,428.00                     | \$3,428.00   | \$2,500.00                        | \$2,500.00   | \$1,930.00                                 | \$1,930.00   | \$4,800.00                                                | \$4,800.00   |
| 25                                                 | 404.4.1.A.1  | Water Service Connection - 2"                         | EA   | 1                     | \$4,924.00          | \$4,924.00   | \$1,563.00                             | \$1,563.00   | \$4,254.00                     | \$4,254.00   | \$3,000.00                        | \$3,000.00   | \$2,625.00                                 | \$2,625.00   | \$5,500.00                                                | \$5,500.00   |
| 26                                                 | 404.4.1.B.1  | Fire Service Connection - 6"                          | EA   | 5                     | \$7,244.00          | \$36,220.00  | \$3,320.00                             | \$16,600.00  | \$7,608.00                     | \$38,040.00  | \$6,000.00                        | \$30,000.00  | \$5,456.00                                 | \$27,280.00  | \$7,600.00                                                | \$38,000.00  |
| 27                                                 | 404.4.1.C.1  | Remove and Replace Service - unknown size             | EA   | 0                     |                     | \$0.00       | \$4,500.00                             | \$0.00       | \$10,100.00                    | \$0.00       | \$5,000.00                        | \$0.00       | \$6,000.00                                 | \$0.00       | \$20,000.00                                               | \$0.00       |
| 28                                                 | 404.4.1.C.1  | Remove and Replace Service - 3/4"                     | EA   | 1                     | \$11,006.00         | \$11,006.00  | \$8,020.00                             | \$8,020.00   | \$6,856.00                     | \$6,856.00   | \$5,000.00                        | \$5,000.00   | \$4,865.00                                 | \$4,865.00   | \$7,000.00                                                | \$7,000.00   |
| 29                                                 | 404.4.1.C.1  | Remove and Replace Service - 1"                       | EA   | 1                     | \$11,055.00         | \$11,055.00  | \$3,267.00                             | \$3,267.00   | \$7,216.00                     | \$7,216.00   | \$5,000.00                        | \$5,000.00   | \$5,165.00                                 | \$5,165.00   | \$7,200.00                                                | \$7,200.00   |
| 30                                                 | 404.4.1.C.1  | Remove and Replace Service - 1 1/4"                   | EA   | 0                     |                     | \$0.00       | \$5,000.00                             | \$0.00       | \$9,300.00                     | \$0.00       | \$5,000.00                        | \$0.00       | \$6,000.00                                 | \$0.00       | \$20,000.00                                               | \$0.00       |
| 31                                                 | 706.4.1.A.10 | Mountable Vertical Curb (No Gutter)                   | LF   | 18                    | \$100.00            | \$1,800.00   | \$127.00                               | \$2,286.00   | \$370.00                       | \$6,660.00   | \$190.00                          | \$3,420.00   | \$191.00                                   | \$3,438.00   | \$180.00                                                  | \$3,240.00   |
| 32                                                 | 706.4.1.A.3  | Standard 6-Inch Vertical Curb (No Gutter)             | LF   | 24                    | \$85.00             | \$2,040.00   | \$107.00                               | \$2,568.00   | \$343.00                       | \$8,232.00   | \$150.00                          | \$3,600.00   | \$153.00                                   | \$3,672.00   | \$140.00                                                  | \$3,360.00   |
| 33                                                 | 706.4.1.A.5  | Standard 6-Inch Vertical Curb and Gutter              | LF   | 67                    | \$90.00             | \$6,030.00   | \$95.00                                | \$6,365.00   | \$152.00                       | \$10,184.00  | \$72.00                           | \$4,824.00   | \$75.00                                    | \$5,025.00   | \$70.00                                                   | \$4,690.00   |
| 34                                                 | 7.6.4.1.E.1  | Concrete Sidewalk 4-Inch Thickness                    | SY   | 29                    | \$100.00            | \$2,900.00   | \$176.00                               | \$5,104.00   | \$418.00                       | \$12,122.00  | \$180.00                          | \$5,220.00   | \$170.00                                   | \$4,930.00   | \$200.00                                                  | \$5,800.00   |
| 35                                                 | 810.4.1.A.3  | Plant Mix Pavement, 4" thk, SP-3, PG 70-28, 1/2" Agg. | SY   | 1726                  | \$54.00             | \$93,204.00  | \$46.00                                | \$79,396.00  | \$108.00                       | \$186,408.00 | \$63.00                           | \$108,738.00 | \$44.00                                    | \$75,944.00  | \$66.00                                                   | \$113,916.00 |
| 36                                                 | 1103.4.1.A.1 | Construction Traffic Control                          | LS   | 1                     | \$50,000.00         | \$50,000.00  | \$60,652.00                            | \$60,652.00  | \$75,695.00                    | \$75,695.00  | \$100,000.00                      | \$100,000.00 | \$75,000.00                                | \$75,000.00  | \$80,000.00                                               | \$80,000.00  |
| 37                                                 | 2010.4.1.A.1 | Mobilization                                          | LS   | 1                     | \$125,000.00        | \$125,000.00 | \$249,556.00                           | \$249,556.00 | \$285,701.00                   | \$285,701.00 | \$164,915.00                      | \$164,915.00 | \$155,000.00                               | \$155,000.00 | \$150,000.00                                              | \$150,000.00 |
| 38                                                 | 2020.4.1.C.1 | Furnishing & Placing Monument Frame & Cover           | EA   | 2                     | \$1,000.00          | \$2,000.00   | \$988.00                               | \$1,976.00   | \$1,138.00                     | \$2,276.00   | \$2,700.00                        | \$5,400.00   | \$1,100.00                                 | \$2,200.00   | \$2,000.00                                                | \$4,000.00   |
| 39                                                 | 2020.4.1.F.1 | Reference and Reset Monuments                         | EA   | 2                     | \$1,000.00          | \$2,000.00   | \$2,187.00                             | \$4,374.00   | \$6,845.00                     | \$13,690.00  | \$2,700.00                        | \$5,400.00   | \$1,650.00                                 | \$3,300.00   | \$2,000.00                                                | \$4,000.00   |
| 40                                                 | SP 2001A     | Construction Surveying                                | LS   | 1                     | \$22,500.00         | \$22,500.00  | \$1,859.00                             | \$1,859.00   | \$23,274.00                    | \$23,274.00  | \$9,000.00                        | \$9,000.00   | \$18,700.00                                | \$18,700.00  | \$60,000.00                                               | \$60,000.00  |
| 41                                                 | SP 2005A     | Shop Drawings                                         | LS   | 1                     | \$15,000.00         | \$15,000.00  | \$80.00                                | \$80.00      | \$1,217.00                     | \$1,217.00   | \$5,000.00                        | \$5,000.00   | \$3,600.00                                 | \$3,600.00   | \$7,000.00                                                | \$7,000.00   |
| Total Schedule A                                   |              |                                                       |      |                       | \$1,411,180.00      |              | \$1,156,730.00                         |              | \$1,532,720.00                 |              | \$1,204,449.00                    |              | \$1,313,311.00                             |              | \$1,362,129.00                                            |              |

|                                                            |              |                                                       |      |                       | Engineer's Estimate |              | LaRiviere Incorporated<br>Rathdrum, ID |              | Big Sky ID, Corp<br>Hayden, ID |              | Debco Construction<br>Orofino, ID |              | M.L. Albright & Sons, Inc.<br>Lewiston, ID |              | Western Construction of<br>Lewiston, Inc.<br>Lewiston, ID |              |
|------------------------------------------------------------|--------------|-------------------------------------------------------|------|-----------------------|---------------------|--------------|----------------------------------------|--------------|--------------------------------|--------------|-----------------------------------|--------------|--------------------------------------------|--------------|-----------------------------------------------------------|--------------|
| NO.                                                        | BID ITEM     | DESCRIPTION                                           | UNIT | ESTIMATED<br>QUANTITY | UNIT<br>PRICE       | AMOUNT       | UNIT PRICE                             | AMOUNT       | UNIT PRICE                     | AMOUNT       | UNIT PRICE                        | AMOUNT       | UNIT PRICE                                 | AMOUNT       | UNIT PRICE                                                | AMOUNT       |
| Schedule B - Main Street Water Line 18th to U.S. 12 (21st) |              |                                                       |      |                       |                     |              |                                        |              |                                |              |                                   |              |                                            |              |                                                           |              |
| 1                                                          | 201.4.1.D.1  | Removal of Pavement                                   | SY   | 968                   | \$14.00             | \$13,552.00  | \$12.00                                | \$11,616.00  | \$13.00                        | \$12,584.00  | \$22.00                           | \$21,296.00  | \$49.00                                    | \$47,432.00  | \$15.00                                                   | \$14,520.00  |
| 2                                                          | 201.4.1.F.1  | Removal of Hydrant                                    | EA   | 1                     | \$2,500.00          | \$2,500.00   | \$475.00                               | \$475.00     | \$483.00                       | \$483.00     | \$1,600.00                        | \$1,600.00   | \$1,755.00                                 | \$1,755.00   | \$3,600.00                                                | \$3,600.00   |
| 3                                                          | 401.4.1.A.1  | Water Main Pipe - 6" DI, Class 350                    | LF   | 24                    | \$165.00            | \$3,960.00   | \$231.00                               | \$5,544.00   | \$240.00                       | \$5,760.00   | \$700.00                          | \$16,800.00  | \$202.00                                   | \$4,848.00   | \$300.00                                                  | \$7,200.00   |
| 4                                                          | 401.4.1.A.1  | Water Main Pipe - 8" DI, Class 350                    | LF   | 139                   | \$182.00            | \$25,298.00  | \$141.00                               | \$19,599.00  | \$230.00                       | \$31,970.00  | \$170.00                          | \$23,630.00  | \$216.00                                   | \$30,024.00  | \$160.00                                                  | \$22,240.00  |
| 5                                                          | 401.4.1.A.1  | Water Main Pipe - 16" DI, Class 350                   | LF   | 1267                  | \$283.00            | \$358,561.00 | \$276.00                               | \$349,692.00 | \$265.00                       | \$335,755.00 | \$230.00                          | \$291,410.00 | \$327.00                                   | \$414,309.00 | \$240.00                                                  | \$304,080.00 |
| 6                                                          | 401.4.1.C.1  | Connect to Existing - 6"                              | EA   | 1                     | \$11,363.00         | \$11,363.00  | \$2,487.00                             | \$2,487.00   | \$3,975.00                     | \$3,975.00   | \$5,500.00                        | \$5,500.00   | \$1,145.00                                 | \$1,145.00   | \$3,700.00                                                | \$3,700.00   |
| 7                                                          | 401.4.1.C.1  | Connect to Existing - 8"                              | EA   | 1                     | \$6,391.00          | \$6,391.00   | \$5,003.00                             | \$5,003.00   | \$8,152.00                     | \$8,152.00   | \$6,000.00                        | \$6,000.00   | \$1,850.00                                 | \$1,850.00   | \$3,800.00                                                | \$3,800.00   |
| 8                                                          | 401.4.1.C.1  | Connect to Existing - 16"                             | EA   | 2                     | \$16,996.00         | \$33,992.00  | \$2,285.00                             | \$4,570.00   | \$8,434.00                     | \$16,868.00  | \$4,200.00                        | \$8,400.00   | \$3,218.00                                 | \$6,436.00   | \$10,000.00                                               | \$20,000.00  |
| 9                                                          | 401.4.1.D.1  | Water Main Sleeve - 18" DR41 C900 PVC                 | LF   | 20                    | \$308.00            | \$6,160.00   | \$126.00                               | \$2,520.00   | \$152.00                       | \$3,040.00   | \$400.00                          | \$8,000.00   | \$166.00                                   | \$3,320.00   | \$240.00                                                  | \$4,800.00   |
| 10                                                         | 401.4.1.D.1  | Water Main Sleeve - 30" DR41 C900 PVC                 | LF   | 40                    | \$283.00            | \$11,320.00  | \$143.00                               | \$5,720.00   | \$264.00                       | \$10,560.00  | \$550.00                          | \$22,000.00  | \$303.00                                   | \$12,120.00  | \$370.00                                                  | \$14,800.00  |
| 11                                                         | 402.4.1.A.1  | Valve - 8" Gate                                       | EA   | 3                     | \$3,784.00          | \$11,352.00  | \$3,479.00                             | \$10,437.00  | \$3,545.00                     | \$10,635.00  | \$2,700.00                        | \$8,100.00   | \$3,000.00                                 | \$9,000.00   | \$2,200.00                                                | \$6,600.00   |
| 12                                                         | 402.4.1.A.1  | Valve - 16" Gate                                      | EA   | 1                     | \$15,225.00         | \$15,225.00  | \$12,318.00                            | \$12,318.00  | \$13,612.00                    | \$13,612.00  | \$11,900.00                       | \$11,900.00  | \$11,715.00                                | \$11,715.00  | \$10,500.00                                               | \$10,500.00  |
| 13                                                         | 403.4.1.A.1  | Fire Hydrant Installation                             | EA   | 1                     | \$15,081.00         | \$15,081.00  | \$9,150.00                             | \$9,150.00   | \$11,298.00                    | \$11,298.00  | \$8,300.00                        | \$8,300.00   | \$10,040.00                                | \$10,040.00  | \$11,000.00                                               | \$11,000.00  |
| 14                                                         | 404.4.1.A.1  | Water Service Connection - 3/4"                       | EA   | 2                     | \$3,136.00          | \$6,272.00   | \$1,196.00                             | \$2,392.00   | \$2,546.00                     | \$5,092.00   | \$2,200.00                        | \$4,400.00   | \$1,200.00                                 | \$2,400.00   | \$4,100.00                                                | \$8,200.00   |
| 15                                                         | 404.4.1.A.1  | Water Service Connection - 1"                         | EA   | 2                     | \$3,100.00          | \$6,200.00   | \$1,504.00                             | \$3,008.00   | \$2,587.00                     | \$5,174.00   | \$2,200.00                        | \$4,400.00   | \$1,300.00                                 | \$2,600.00   | \$4,200.00                                                | \$8,400.00   |
| 16                                                         | 404.4.1.B.1  | Fire Service Connection - 6"                          | EA   | 2                     | \$7,244.00          | \$14,488.00  | \$2,795.00                             | \$5,590.00   | \$7,179.00                     | \$14,358.00  | \$6,200.00                        | \$12,400.00  | \$5,100.00                                 | \$10,200.00  | \$7,300.00                                                | \$14,600.00  |
| 17                                                         | 404.4.1.C.1  | Remove & Replace Service - 3/4"                       | EA   | 2                     | \$11,006.00         | \$22,012.00  | \$3,611.00                             | \$7,222.00   | \$5,192.00                     | \$10,384.00  | \$3,300.00                        | \$6,600.00   | \$3,685.00                                 | \$7,370.00   | \$5,700.00                                                | \$11,400.00  |
| 18                                                         | 404.4.1.C.1  | Remove & Replace Service - 2"                         | EA   | 2                     | \$13,878.00         | \$27,756.00  | \$5,103.00                             | \$10,206.00  | \$8,843.00                     | \$17,686.00  | \$6,900.00                        | \$13,800.00  | \$6,965.00                                 | \$13,930.00  | \$9,000.00                                                | \$18,000.00  |
| 19                                                         | 810.4.1.A.3  | Plant Mix Pavement, 4" thk, SP-3, PG 70-28, 1/2" Agg. | SY   | 968                   | \$54.00             | \$52,272.00  | \$46.00                                | \$44,528.00  | \$135.00                       | \$130,680.00 | \$63.00                           | \$60,984.00  | \$46.00                                    | \$44,528.00  | \$70.00                                                   | \$67,760.00  |
| 20                                                         | 1103.4.1.A.1 | Construction Traffic Control                          | LS   | 1                     | \$15,000.00         | \$15,000.00  | \$33,231.00                            | \$33,231.00  | \$63,592.00                    | \$63,592.00  | \$25,000.00                       | \$25,000.00  | \$50,000.00                                | \$50,000.00  | \$30,000.00                                               | \$30,000.00  |
| 21                                                         | SP 2001A     | Construction Surveying                                | LS   | 1                     | \$10,000.00         | \$10,000.00  | \$1,312.00                             | \$1,312.00   | \$16,429.00                    | \$16,429.00  | \$4,800.00                        | \$4,800.00   | \$13,200.00                                | \$13,200.00  | \$20,000.00                                               | \$20,000.00  |
| Total Schedule B                                           |              |                                                       |      |                       | \$668,755.00        |              | \$546,620.00                           |              | \$728,087.00                   |              | \$565,320.00                      |              | \$698,222.00                               |              | \$605,200.00                                              |              |
| Total of Schedule A + Schedule B                           |              |                                                       |      |                       | \$2,079,935.00      |              | \$1,703,350.00                         |              | \$2,260,807.00                 |              | \$1,769,769.00                    |              | \$2,011,533.00                             |              | \$1,967,329.00                                            |              |



## CITY COUNCIL MEETING AGENDA ITEM HISTORY/COMMENTARY

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|
| <b>ITEM TITLE</b><br>RFP-23-007 - BURRELL AVE & 10TH ST<br>MINI ROUNDABOUT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>AGENDA NO.</b><br><br><b>AGENDA DATE:</b> February 13, 2023 |
| <b>ITEM HISTORY (PREVIOUS COUNCIL REVIEWS, ACTION RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)</b><br><br>On June 10, 2022, the Mayor executed a professional services agreement in the amount of \$41,600 with Keller Associates to complete the final design and provide bidding support for a Burrell Avenue and 10 <sup>th</sup> Street Mini Roundabout.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                |
| <b>ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS, ETC.) Please identify any or all impacts this proposed action would have on the City budget and/or personnel resources.</b><br><br>The City of Lewiston's Intersection at Burrell Avenue and 10th St is the #3 priority on the City's Transportation Capital Improvement Plan. Keller Associates was contracted to prepare a scope of work for design & bidding services to finalize the design package begun by the City. The City completed topographic survey, traffic counts, and design concepts for this project.<br><br>Bid documents were distributed through an online plan center, Quest CDN. A link to the bid documents was placed on the City's website to provide a viewing copy to bidders and other interested persons. Notice was also provided to those signed up for bid notifications on the City's website. All legal advertising requirements were completed.<br><br>Three (3) bid packages were received and read aloud on January 17, 2023. Western Construction of Lewiston, Inc submitted the lowest bid in the amount of \$328,418.00. Engineering has reviewed this bid for specification compliance. Engineers cost estimate for this project was \$224,430.00, which is \$103,988.00 less than the lowest bid. Engineering performed a cost analysis of the individual elements of this bid. During this analysis it was determined that market conditions had significantly affected the price the work. The three bids were consistent in costs therefore reflecting competitive bids. Since competitive bids were received, this is the #3 ranked transportation project, and the project is ready for construction – staff recommends award of this project. |                                                                |



**BUDGET IMPACT**

\$272,000 has been appropriated specifically for this project for FY23. The additional \$56,418 required to award this project will come from \$50,000 in funds appropriated for the Warner pedestrian trail (which was not used) and \$10,000 in funds appropriated for ADA improvements.

**ACTION PROPOSED**

Staff recommends that City Council award the bid for Burrell Ave & 10<sup>th</sup> St Mini Roundabout (IFB-23-007) to Western Construction of Lewiston, Inc for \$328,418.00 and authorize the Mayor to execute the respective agreement between the City and Western Construction of Lewiston, Inc.

# Memo



**Prepared For:** Katrina Sharp, Purchasing Coordinator

**Prepared By:** Alannah Bailey, PE, Project Engineer Director

AB

**Copy:** Dustin Johnson, PE, Public Works  
Jason Thompson, Street Maintenance Manager  
Wendy LaVoie, Public Works Financial Analyst

**Date:** January 30, 2023

**Subject: RECOMMENDATION TO AWARD  
IFB-23-007 BURRELL & 10<sup>TH</sup> ST MINI ROUNDABOUT**

I have reviewed the three (3) bids received for this project on January 17, 2023 and found all of them to be responsive. The bidders' itemized bids and Engineer's estimate are presented on the attached Bid Tabulation.

Public Works recommends awarding the bid to the lowest responsive bidder, Western Construction of Lewiston, Inc. (Western), from Lewiston Idaho for a total bid of \$328,418. Western bid is 46% more than the Engineer's estimate of \$224,430. After review of the bid tab, it was determined that market conditions contributed to the increased pricing reflective in all bids. Western bid compared to the Engineer's estimate is significantly higher for concrete items (\$22,755), mobilization (\$9,400), surveying (\$30,000), and traffic control (\$45,000).

This project will construct a new mini roundabout to replace an existing stop sign-controlled intersection at the intersection of Burrell Avenue and 10th Street. This is a high priority project; it is ranked #3 on the Transportation Capital Improvement Plan. Completion of this work will improve intersection level of service (reduce congestion) and increase safety for pedestrians and motorist.

Additional project expenditures include final design and construction services. Keller Associates completed the final design using FY22 appropriations in the amount of \$41,600. Additional FY23 budget for construction support is estimated to be \$30,000.

Council approved FY23 appropriation for this project is \$272,00. This project is locally funded, it does not have grant funding. Award to the low bidder would result in budget shortfall of \$56,418. This shortfall could be supplemented with a \$50,000 budget item dedicated to the Warner trail and a \$10,000 budget item for ADA improvements. The Warner trail was completed jointly with Nez Perce County for minimal funding of less

Subject Burrell and 10<sup>th</sup> St Mini Roundabout

Date January 26, 2023

Page No. 2

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than \$2,200. The mini roundabout will include both ADA ramps and ADA sidewalk, therefore use if ADA improvement budget is consistent with the intent of the funds.

The draft contract has been updated with the bid for your use. Please prepare the final construction contract, then send the final contract to Western for signature. Upon receiving the signed contract forward to Public Works to request City Council approval.

G:\Shared drives\Public Works CAPITAL\Streets\TR045 Burrell & 10th\Bidding\Award Memo from PW IFB-23-007 DRAFT.docx

Attachments: Bid Tab Results

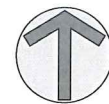
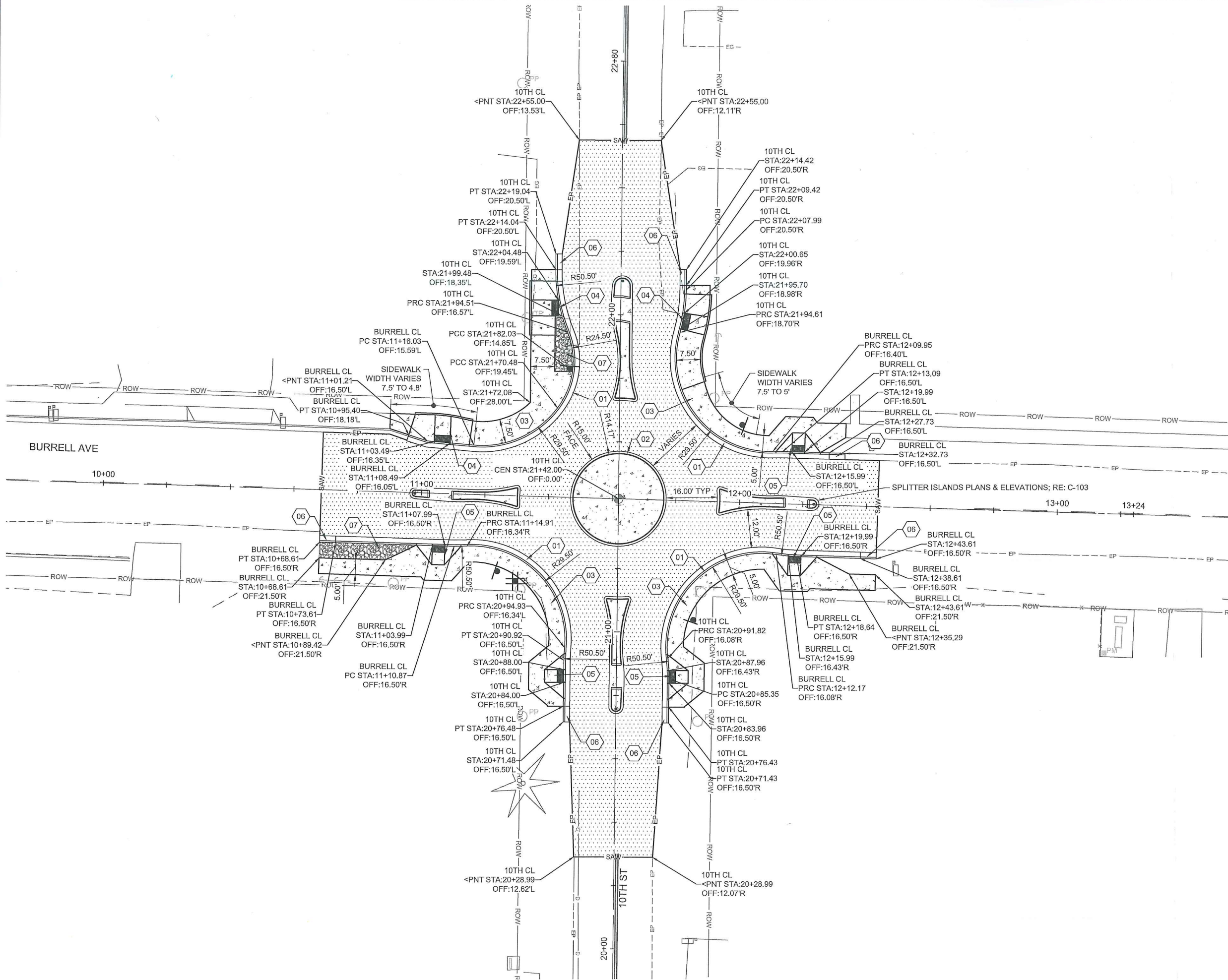


**PROJECT: IFB-23-007 BURRELL AVENUE & 10TH STREET MINI ROUNDABOUT**  
**BID TABULATION -- Bid Opening: January 17, 2023 - 2:00 p.m.**

|                       |               |                                                        |      |          | <i>Engineer's Estimate</i> |             | <i>Debco Construction<br/>Orofino, ID</i> |             | <i>Western<br/>Lewiston, ID</i> |             | <i>LaRiviere Incorporated<br/>Rathdrum, ID</i> |               |
|-----------------------|---------------|--------------------------------------------------------|------|----------|----------------------------|-------------|-------------------------------------------|-------------|---------------------------------|-------------|------------------------------------------------|---------------|
| NO.                   | BID ITEM      | DESCRIPTION                                            | UNIT | QUANTITY | UNIT PRICE                 | AMOUNT      | UNIT PRICE                                | AMOUNT      | UNIT PRICE                      | AMOUNT      | UNIT PRICE                                     | AMOUNT        |
| 1                     | 201.4.1.D.1.A | Removal of Concrete Sidewalk                           | SY   | 83       | \$30.00                    | \$2,490.00  | \$17.00                                   | \$1,411.00  | \$41.00                         | \$3,403.00  | \$36.00                                        | \$2,988.00    |
| 2                     | 201.4.1.D.1.B | Removal of Bituminous Surface                          | SY   | 1250     | \$6.00                     | \$7,500.00  | \$20.00                                   | \$25,000.00 | \$10.00                         | \$12,500.00 | \$11.00                                        | \$13,750.00   |
| 3                     | 201.4.1.E.1   | Removal of Concrete Curb and Gutter                    | LF   | 145      | \$12.00                    | \$1,740.00  | \$25.00                                   | \$3,625.00  | \$11.00                         | \$1,595.00  | \$14.00                                        | \$2,030.00    |
| 4                     | 201.4.1.F.1   | Removal of Signs                                       | EA   | 2        | \$300.00                   | \$600.00    | \$150.00                                  | \$300.00    | \$170.00                        | \$340.00    | \$157.00                                       | \$314.00      |
| 5                     | 202.4.1.A.1   | Excavation                                             | CY   | 350      | \$30.00                    | \$10,500.00 | \$125.00                                  | \$43,750.00 | \$30.00                         | \$10,500.00 | \$18.00                                        | \$6,300.00    |
| 6                     | 706.4.1.A.3   | Pedestrian Curb (3" Reveal) - City of Lewiston 2-9     | LF   | 100      | \$40.00                    | \$4,000.00  | \$48.00                                   | \$4,800.00  | \$48.00                         | \$4,800.00  | \$470.00                                       | * \$47,000.00 |
| 7                     | 706.4.1.A.5   | High Back Curb & Gutter - City of Lewiston 2-7         | LF   | 425      | \$45.00                    | \$19,125.00 | \$55.00                                   | \$23,375.00 | \$68.00                         | \$28,900.00 | \$61.00                                        | \$25,925.00   |
| 8                     | 706.4.1.A.9   | Mountable Curb                                         | LF   | 335      | \$40.00                    | \$13,400.00 | \$48.00                                   | \$16,080.00 | \$48.00                         | \$16,080.00 | \$75.00                                        | \$25,125.00   |
| 9                     | 706.4.1.E.1   | Concrete Sidewalks                                     | SY   | 230      | \$80.00                    | \$18,400.00 | \$92.00                                   | \$21,160.00 | \$120.00                        | \$27,600.00 | \$95.00                                        | \$21,850.00   |
| 10                    | 706.4.1.H.1.A | Pedestrian Ramp with Detectable Warning Type 1         | EA   | 5        | \$3,500.00                 | \$17,500.00 | \$1,300.00                                | \$6,500.00  | \$1,250.00                      | \$6,250.00  | \$1,588.00                                     | \$7,940.00    |
| 11                    | 706.4.1.H.1.G | Pedestrian Ramp with Detectable Warning Type 2         | EA   | 3        | \$3,500.00                 | \$10,500.00 | \$2,850.00                                | \$8,550.00  | \$2,800.00                      | \$8,400.00  | \$2,245.00                                     | \$6,735.00    |
| 12                    | 802.4.1.B.1   | Crushed Aggregate for Base, Type 1 3/4"                | TON  | 630      | \$30.00                    | \$18,900.00 | \$100.00                                  | \$63,000.00 | \$28.00                         | \$17,640.00 | \$33.00                                        | \$20,790.00   |
| 13                    | 810.4.1.A.3   | Plant Mix Pavement (SP-3, PG 64-28, 1/2" Agg)          | SY   | 1250     | \$25.00                    | \$31,250.00 | \$25.00                                   | \$31,250.00 | \$24.00                         | \$30,000.00 | \$32.00                                        | \$40,000.00   |
| 14                    | 1001.4.1.A.1  | Sediment Control                                       | LS   | 1        | \$1,500.00                 | \$1,500.00  | \$4,000.00                                | \$4,000.00  | \$1,230.00                      | \$1,230.00  | \$3,918.00                                     | \$3,918.00    |
| 15                    | 1103.4.1.A.1  | Construction Traffic Control                           | LS   | 1        | \$5,000.00                 | \$5,000.00  | \$25,824.00                               | \$25,824.00 | \$50,000.00                     | \$50,000.00 | \$13,537.00                                    | \$13,537.00   |
| 16                    | 1104.4.1.B.1  | Thermoplastic Pavement Markings                        | SF   | 895      | \$10.00                    | \$8,950.00  | \$10.00                                   | \$8,950.00  | \$10.00                         | \$8,950.00  | \$14.00                                        | \$12,530.00   |
| 17                    | 1105.4.1.A.1  | Permanent Striping                                     | SF   | 70       | \$30.00                    | \$2,100.00  | \$25.00                                   | \$1,750.00  | \$25.00                         | \$1,750.00  | \$33.00                                        | \$2,310.00    |
| 18                    | 1105.4.1.C.1  | Steel Sign Posts                                       | LB   | 125      | \$7.00                     | \$875.00    | \$25.00                                   | \$3,125.00  | \$25.00                         | \$3,125.00  | \$13.00                                        | \$1,625.00    |
| 19                    | 2010.4.1.A.1  | Mobilization (10%)                                     | LS   | 1        | \$17,600.00                | \$17,600.00 | \$37,000.00                               | \$37,000.00 | \$27,000.00                     | \$27,000.00 | \$104,135.00                                   | \$104,135.00  |
| 20                    | 2010.4.1.B.1  | Sanitary Facilities                                    | LS   | 1        | \$1,000.00                 | \$1,000.00  | \$4,200.00                                | \$4,200.00  | \$250.00                        | \$250.00    | \$1,463.00                                     | \$1,463.00    |
| 21                    | 2020.4.1.C.1  | Furnishing and Placing Monument Frame and Cover (Ty B) | EA   | 1        | \$3,000.00                 | \$3,000.00  | \$2,100.00                                | \$2,100.00  | \$900.00                        | \$900.00    | \$1,165.00                                     | \$1,165.00    |
| 22                    | 2030.4.1.A.1  | Manhole, Adjust to Grade                               | EA   | 2        | \$800.00                   | \$1,600.00  | \$750.00                                  | \$1,500.00  | \$620.00                        | \$1,240.00  | \$1,311.00                                     | \$2,622.00    |
| 23                    | 2030.4.1.C.1  | Valve Box, Adjust to Grade                             | EA   | 4        | \$500.00                   | \$2,000.00  | \$500.00                                  | \$2,000.00  | \$380.00                        | \$1,520.00  | \$1,050.00                                     | \$4,200.00    |
| 24                    | SP-100        | Construction Surveying                                 | LS   | 1        | \$5,000.00                 | \$5,000.00  | \$11,000.00                               | \$11,000.00 | \$35,000.00                     | \$35,000.00 | \$42,381.00                                    | \$42,381.00   |
| 25                    | SP-101        | Obliteration of Pavement Markings                      | LF   | 290      | \$5.00                     | \$1,450.00  | \$6.00                                    | \$1,740.00  | \$5.50                          | \$1,595.00  | \$6.00                                         | \$1,740.00    |
| 26                    | SP-102        | Stamped Concrete                                       | SY   | 130      | \$95.00                    | \$12,350.00 | \$171.00                                  | \$22,230.00 | \$200.00                        | \$26,000.00 | \$148.00                                       | \$19,240.00   |
| 27                    | SP-103        | Permanent Tubular Markers                              | EA   | 4        | \$1,000.00                 | \$4,000.00  | \$145.00                                  | \$580.00    | \$200.00                        | \$800.00    | \$129.00                                       | \$516.00      |
| 28                    | SP-104        | Landscape Rock                                         | SY   | 42       | \$50.00                    | \$2,100.00  | \$100.00                                  | \$4,200.00  | \$25.00                         | \$1,050.00  | \$29.00                                        | \$1,218.00    |
| <b>Total Base Bid</b> |               |                                                        |      |          | <b>\$224,430.00</b>        |             | <b>\$379,000.00</b>                       |             | <b>\$328,418.00</b>             |             | <b>* \$433,347.00</b>                          |               |

\* In accordance with Article 13 of the Instructions to Bidders, discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices.

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## GENERAL SHEET NOTES

- EXISTING UTILITIES ARE SHOWN IN AN APPROXIMATE LOCATION, CONTRACTOR TO VERIFY EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. SEE UTILITY PLANS FOR MORE INFORMATION.
- FURNISH MATERIALS WHERE "INSTALL", "PLACE" OR "CONSTRUCT" IS REQUIRED UNLESS NOTED OTHERWISE.
- AREAS DISTURBED BY CONSTRUCTION WHERE SURFACE REPAIR IS NOT INDICATED SHALL BE RESTORED TO CONDITIONS FOUND PRIOR TO CONSTRUCTION. THIS COST SHALL BE INCIDENTAL TO THE CONTRACT.
- ALL STATION & OFFSETS, AND RADII ARE AT TOP BACK OF CURB UNLESS STATED OTHERWISE.
- 

## SHEET KEYNOTES

- 01 CONSTRUCT HIGH BACK CURB & GUTTER; RE: CITY OF LEWISTON STD DWG 2-7
- 02 CONSTRUCT MOUNTABLE CURB; RE: A5/C-501 (2" REVEAL)
- 03 CONSTRUCT CONCRETE SIDEWALK; RE: CITY OF LEWISTON STD DWG 2-8
- 04 CONSTRUCT SINGLE SIDEWALK RAMP TYPE 2; RE: CITY OF LEWISTON STD DWG 2-12
- 05 CONSTRUCT DOUBLE SIDEWALK RAMPS - TYPE 1; RE: CITY OF LEWISTON STD DWG 2-11
- 06 CONSTRUCT CURB TERMINUS; RE: ISPWC SD-707
- 07 PLACE 6" ROUND LANDSCAPE ROCK

**KELLER**  
ASSOCIATES

733 5th Street #A  
Clarkston, WA 99403  
(509) 295-6095



| NO. | REVISIONS | DATE |
|-----|-----------|------|
|     |           |      |



BURRELL AVENUE & 10TH STREET  
MINI ROUNDABOUT  
HORIZONTAL CONTROL PLAN

DRAWN: IC CHECK: SJL

VERIFY SCALE: Scales based on 22"x34" prints.

1-1/2 Inches

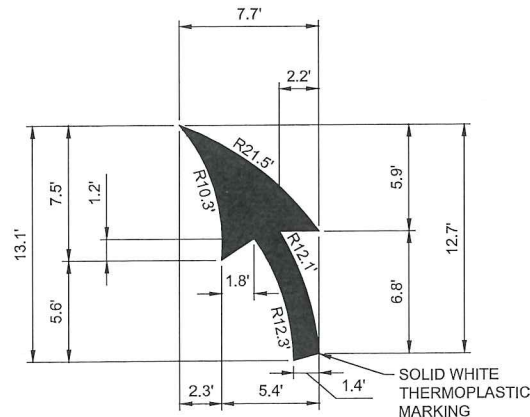
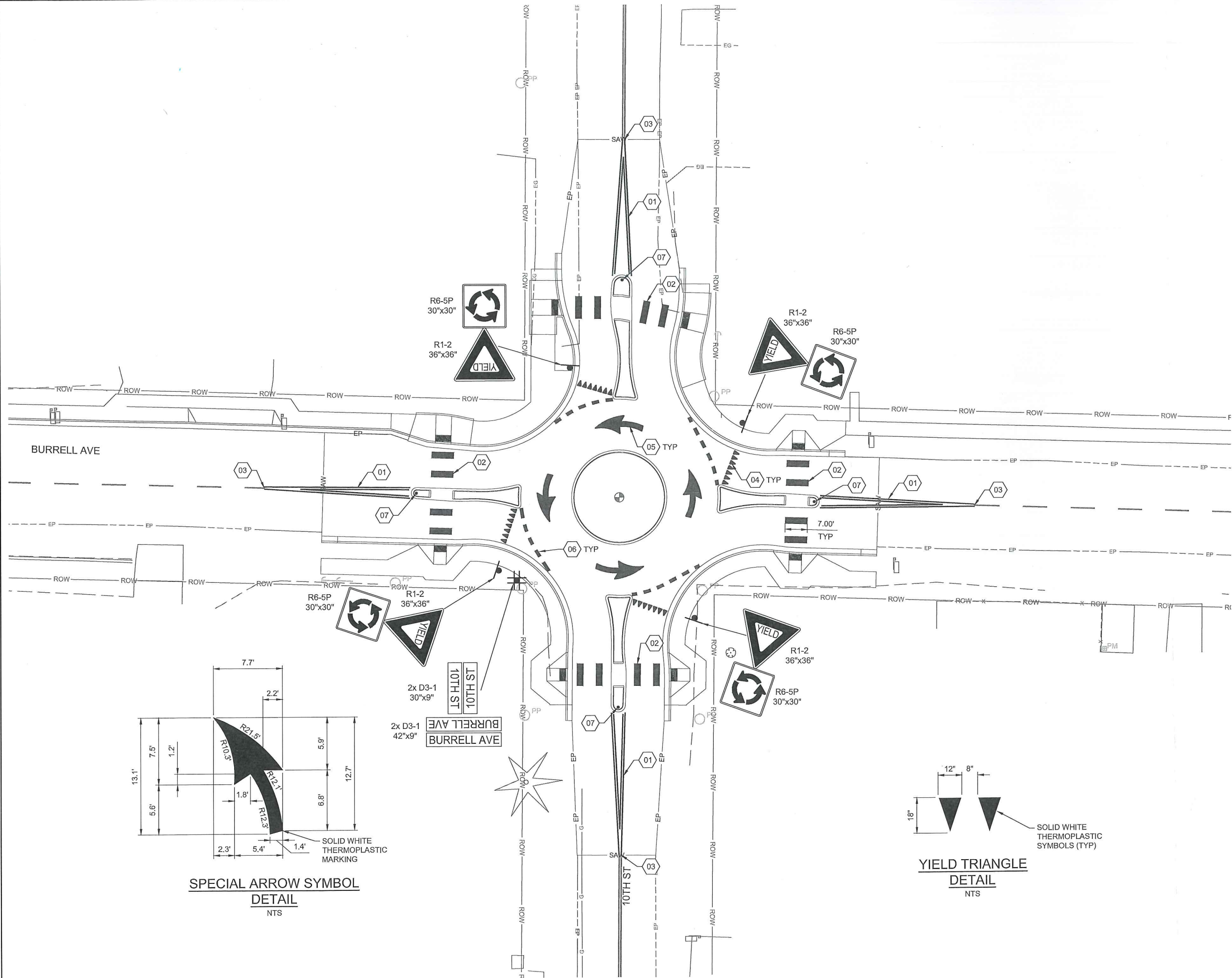
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222084

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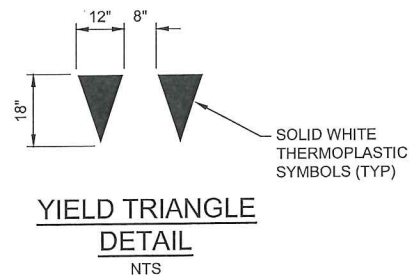
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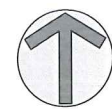
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SPECIAL ARROW SYMBOL  
DETAIL  
NTS



YIELD TRIANGLE  
DETAIL  
NTS



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## GENERAL SHEET NOTES

1. ALL PAVEMENT MARKING LOCATIONS SHALL BE MARKED FOR APPROVAL BY THE ENGINEER PRIOR TO INSTALLATION.
2. PAVEMENT MARKINGS SHALL BE PERFORMED THERMOPLASTIC MARKING UNLESS OTHERWISE NOTED.

## SHEET KEYNOTES

- 01 PLACE 4" DOUBLE SOLID YELLOW
- 02 PLACE 24" x 6.0' WHITE CROSSWALK BARS (4' GAP BETWEEN BARS)
- 03 MATCH EXISTING
- 04 PLACE YIELD TRIANGLES; SEE DETAIL THIS SHEET
- 05 PLACE SPECIAL ARROW SYMBOL; SEE DETAIL THIS SHEET
- 06 PLACE 12" THERMOPLASTIC DOTTED WHITE MARKING (3' LINE WITH 3' GAP)
- 07 INSTALL PERMANENT SURFACE MOUNTED TUBULAR MARKERS



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

This Agreement is by and between City of Lewiston ("Owner") and Western Construction of Lewiston, Inc. ("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: Burrell Avenue & 11<sup>th</sup> Street Mini Roundabout

### **ARTICLE 2—THE PROJECT**

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: construction of a new mini roundabout to replace an existing stop sign-controlled intersection at the intersection of Burrell Avenue and 10<sup>th</sup> Street.

### **ARTICLE 3—ENGINEER**

- 3.01 Prior to construction, the Owner will identify an Owner's Representative who will 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 Keller Associates, 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: Days*
- A. The Work will be substantially complete within **30** working days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **45 working** days after the date when the Contract Times commence to run.
- 4.03 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time.

Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner **\$500** 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 **\$500** 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.

4.04 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

**ARTICLE 5—CONTRACT PRICE**

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

CITY OF LEWISTON  
BURRELL AVENUE & 10<sup>TH</sup> STREET MINI ROUNDABOUT

222084-000

| ISPCW Item No.      | Description                                              | Unit | Estimated Quantity | Unit Price  | Extended Amount     |
|---------------------|----------------------------------------------------------|------|--------------------|-------------|---------------------|
| 201.4.1.D.1.A       | Removal of Concrete Sidewalk                             | SY   | 83                 | \$41.00     | \$3,403.00          |
| 201.4.1.D.1.B       | Removal of Bituminous Surface                            | SY   | 1,250              | \$10.00     | \$12,500.00         |
| 201.4.1.E.1         | Removal of Concrete Curb and Gutter                      | LF   | 145                | \$11.00     | \$1,595.00          |
| 201.4.1.F.1         | Removal of Signs                                         | EA   | 2                  | \$170.00    | \$340.00            |
| 202.4.1.A.1         | Excavation                                               | CY   | 350                | \$30.00     | \$10,500.00         |
| 706.4.1.A.3         | Pedestrian Curb (3" Reveal)                              | LF   | 100                | \$48.00     | \$4,800.00          |
| 706.4.1.A.5         | High Back Curb & Gutter – City of Lewiston 2-7           | LF   | 425                | \$68.00     | \$28,900.00         |
| 706.4.1.A.9         | Mountable Curb                                           | LF   | 335                | \$48.00     | \$16,080.00         |
| 706.4.1.E.1         | Concrete Sidewalks                                       | SY   | 230                | \$120.00    | \$27,600.00         |
| 706.4.1.H.1.A       | Pedestrian Ramp with Detectable Warning Type 1           | EA   | 5                  | \$1,250.00  | \$6,250.00          |
| 706.4.1.H.1.G       | Pedestrian Ramp with Detectable Warning Type 2           | EA   | 3                  | \$2,800.00  | \$8,400.00          |
| 802.4.1.B.1         | Crushed Aggregate for Base, Type 1 ¾"                    | TON  | 630                | \$28.00     | \$17,640.00         |
| 810.4.1.A.1         | Plant Mix Pavement (SP-3, PG 64-28, ½" Agg)              | SY   | 1,250              | \$24.00     | \$30,000.00         |
| 1001.4.1.A.1        | Sediment Control                                         | LS   | 1                  | \$1,230.00  | \$1,230.00          |
| 1103.4.1.A.1        | Construction Traffic Control                             | LS   | 1                  | \$50,000.00 | \$50,000.00         |
| 1104.4.1.B.1        | Thermoplastic Pavement Markings                          | SF   | 895                | \$10.00     | \$8,950.00          |
| 1105.4.1.A.1        | Permanent Signing                                        | SF   | 70                 | \$25.00     | \$1,750.00          |
| 1105.4.1.C.1        | Steel Sign Posts                                         | LB   | 125                | \$25.00     | \$3,125.00          |
| 2010.4.1.A.1        | Mobilization                                             | LS   | 1                  | \$27,000.00 | \$27,000.00         |
| 2010.4.1.B.1        | Sanitary Facilities                                      | LS   | 1                  | \$250.00    | \$250.00            |
| 2020.4.1.C.1        | Furnishing and Placing Monument Frame and Cover (Type B) | EA   | 1                  | \$900.00    | \$900.00            |
| 2030.4.1.A.1        | Manhole, Adjust to Grade                                 | EA   | 2                  | \$620.00    | \$1,240.00          |
| 2030.4.1.C.1        | Valve Box, Adjust to Grade                               | EA   | 4                  | \$380.00    | \$1,520.00          |
| SP-100              | Construction Surveying                                   | LS   | 1                  | \$35,000.00 | \$35,000.00         |
| SP-101              | Obliteration of Pavement Markings                        | LF   | 290                | \$5.50      | \$1,595.00          |
| SP-102              | Stamped Concrete                                         | SY   | 130                | \$200.00    | \$26,000.00         |
| SP-103              | Permanent Tubular Markers                                | EA   | 4                  | \$200.00    | \$800.00            |
| SP-104              | Landscape Rock                                           | SY   | 42                 | \$25.00     | \$1,050.00          |
| <b>TOTAL AMOUNT</b> |                                                          |      |                    |             | <b>\$328,418.00</b> |

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions,

2020 ISPCW 00520

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

Page 3 of 10



estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

#### **ARTICLE 6—PAYMENT PROCEDURES**

##### **6.01 Submittal and Processing of Payments**

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

##### **6.02 Progress Payments; Retainage**

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment up to once 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 **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **200** 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.

#### **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)
  - 3. Drawings consisting of **18** sheets with each sheet bearing the following general title:  
**Burrell Avenue & 10<sup>th</sup> Street Mini Roundabout**
  - 4. Specifications as listed in the table of contents of the project manual.
    - a. Technical Specifications
  - 5. Supplementary Conditions (2020 ISPWC Section 800).
  - 6. Instructions to Bidders (2020 ISPWC Section 200).
  - 7. General Conditions (2020 ISPWC Division 100).
  - 8. Standard Specifications and Drawings – 2020 Idaho Standards for Public Works Construction (ISPWC).
  - 9. Contractor's Bid (2020 ISPWC Section 410 and all attachments thereto).
  - 10. Documentation submitted by Contractor prior to Notice of Award.
  - 11. CONTRACTOR'S Affidavits, including Non-Collusion Affidavit (ISPWC Section 460), Contractor's Affidavit Concerning Taxes (ISPWC Section 465), and Contractor's Affidavit Concerning Alcohol and Drug-Free Workplace (ISPWC Section 470).
  - 12. 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).
- 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.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are ISPWC Division 100, Standard General Conditions for the Construction Contract, 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.



CITY OF LEWISTON  
BURRELL AVENUE & 10<sup>TH</sup> STREET MINI ROUNDABOUT

222084-000

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

This Agreement will be effective on \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Owner:

City of Lewiston

By: \_\_\_\_\_

*Daniel G. Johnson, Mayor*

Date: \_\_\_\_\_

Contractor:

Wester Construction of Lewiston, Inc.

By: \_\_\_\_\_

*(individual's signature)*

Date: 2/2/2023

Name: Case Stedham

*(typed or printed)*

Title: President

*(typed or printed)*

[CORPORATE SEAL]

Attest: \_\_\_\_\_

*(individual's signature)*

Title: \_\_\_\_\_

*(typed or printed)*

Attest: \_\_\_\_\_

*(individual's signature)*

Title: office@wcilewiston.com

*(typed or printed)*

Address for giving notices:

City of Lewiston, Public Works Director

P.O. Box 617

Lewiston, ID 83501

Address for giving notices:

Western Construction of Lewiston, Inc

3900 Industrial Way

Lewiston, ID 83501

Designated Representative:

Name: Alannah Bailey, P.E.

Title: Engineering Project Supervisor

Address:

215 'D' Street

P.O. Box 617

Lewiston, ID 83501

Phone: 208-790-8809

Email: abailey@cityoflewiston.org

Designated Representative:

Name: Kevin Holmes

*(typed or printed)*

Title: Project Manager

*(typed or printed)*

Address:

3900 Industrial Way

Lewiston, ID 83501

Phone: 208-848-6036

Email: kevin@wcilewiston.com

Idaho PWCL

No.: 015706

2020 ISPWC 00520

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

Page 10 of 10



# ARTICLES OF INCORPORATION FILED EFFECTIVE (General Business)

(Instructions on back of application)

2013 MAY 20 AM 9:58

The undersigned, in order to form a Corporation under the provisions of Title 30, Chapter 1, Idaho Code, submits the following articles of incorporation to the Secretary of State.

Article 1: The name of the corporation shall be:

Western Construction of Lewiston, Inc.

Article 2: The number of shares the corporation is authorized to issue: 300

Article 3: The street address of the registered office is: 3900 Industrial Way, Lewiston, ID 83501

and the name of the registered agent at such address is: Case Stedham

Article 4: The name of the incorporator is: Frank J. Motley

and address of the incorporator is: 6901 SR 270, Pullman, WA 99163

Article 5: The mailing address of the corporation shall be:

3900 Industrial Way, Lewiston, ID 83501

Optional Articles:

Customer Acct #:

(if using pre-paid account)

Secretary of State use only

Signature of at least one incorporator:

[Signature]

Typed Name: Frank J. Motley

Typed Name: [Signature]

g:\sculpture\corp\form\state\inc\corp\art\pfs  
Revised 06/2006

IDAHO SECRETARY OF STATE  
05/20/2013 05:00  
CK: 507 CT: 62384 BH: 1374518  
1 @ 100.00 = 100.00 CORP # 2

C198541



# WESTERN

CONSTRUCTION OF LEWISTON

## Incorporated

April 26, 2016

### Annual Board Meeting for Corporation

We have named Fay Liedkie as our person appointed to witness and attest Officers signatures on documents.

Case Stedham President

4-26-16

Frank J Motley Vice President

4-26-16

William Motley Secretary-Treasurer

4-26-16

3900 INDUSTRIAL WAY LEWISTON, ID 83501  
208-743-4278 PHONE 208-743-4343 FAX, EMAIL [office@wcilewiston.com](mailto:office@wcilewiston.com)





## CITY COUNCIL MEETING AGENDA ITEM HISTORY/COMMENTARY

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|
| <b>ITEM TITLE</b><br>ORDINANCE 4874                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>AGENDA NO.</b><br><br><b>AGENDA DATE:</b> February 13, 2023 |
| <b>ITEM HISTORY (PREVIOUS COUNCIL REVIEWS, ACTION RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)</b><br><br>This Ordinance is required as part of the closure of the bond for the Wastewater System Improvements in the amount of \$29,181,000. In 2019, Ordinance No 4743 was passed by Council to call for the special election. The election was held on May 21, 2019 and was approved. The original contract with Idaho Department of Environmental Quality was executed by Council on October 28, 2019.                                                                                                                                                     |                                                                |
| <b>ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS, ETC.) Please identify any or all impacts this proposed action would have on the City budget and/or personnel resources.</b><br><br>This Ordinance authorizes the sale of the Lewiston Sewer Revenue Bond, Series 2023 to the Idaho Department of Environmental Quality, this will provide the funds to pay off the interim financing provided by DEQ for the Wastewater System Improvements. Also outlined in the Ordinance are terms, conditions and repayment schedule. The bond will bear an interest rate of 1.2605% and be repaid in biannual installments over the next 15 years. |                                                                |
| <b>BUDGET IMPACT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                |
| <b>ACTION PROPOSED</b><br><br>Recommends City Council complete all three readings and adoption of Ordinance No. 4874 in order to close the loan as soon as possible.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                |

CITY ORDINANCE NO. 4874

AN ORDINANCE OF THE CITY OF LEWISTON, NEZ PERCE COUNTY, IDAHO, AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF A SEWER REVENUE BOND, SERIES 2023, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$29,181,000, FOR THE PURPOSE OF FINANCING THE ACQUISITION, CONSTRUCTION AND INSTALLATION OF IMPROVEMENTS TO THE SANITARY SEWER SYSTEM OF THE CITY OF LEWISTON; DESCRIBING THE BOND; PROVIDING FOR THE COLLECTION AND DISPOSITION OF REVENUES; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE BOND; ESTABLISHING FUNDS AND ACCOUNTS; PROVIDING COVENANTS RELATING TO THE BOND; PROVIDING FOR THE SALE OF THE BOND TO THE IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE

**WHEREAS**, the City of Lewiston, Nez Perce County, Idaho (the “City”), is a municipal corporation organized and operating under the laws of the State of Idaho; and

**WHEREAS**, the City owns, operates, and maintains a sanitary sewer collection and treatment system; and

**WHEREAS**, the City is authorized by the Constitution and laws of Idaho to issue revenue bonds to finance all or part of the cost of acquisition, construction, and installation of improvements and betterments to the sanitary sewer system of the City; and

**WHEREAS**, the City Council (the “Council”) of the City, by adoption of Ordinance No. 4743 on March 11, 2019, ordered a special bond election to be held within the City on May 21, 2019, for the submission to the qualified electors of the City the question of whether or not the City should be authorized to issue its revenue bonds in the aggregate principal amount not to exceed \$29,181,000 in order to provide funds for certain capital improvements to the wastewater portion of the System; and

**WHEREAS**, the requisite majority of the qualified electors of the City, at the special bond election of May 21, 2019, authorized the incurring of indebtedness and the issuance of revenue bonds in the aggregate amount not to exceed \$29,181,000; and

**WHEREAS**, Section 57-227, Idaho Code, authorizes the sale of sewer revenue bonds to the Idaho Department of Environmental Quality, at private sale in such manner as the Council may determine, and the Council has determined to issue its sewer revenue obligations in the form of a single, amortized sewer revenue bond in an aggregate principal amount not to exceed \$29,181,000 to the Idaho Department of Environmental Quality;

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

## Section 1: DEFINITIONS

As used in this Ordinance, the following words shall have the following meanings:

A. Acquisition or Acquire includes the opening, laying out, establishment, purchase, construction, securing, installation, reconstruction, lease, gift, grant from the Federal Government, the State, any public body therein or any person or entity, the condemnation, transfer, option to purchase, other contract, or other acquirement, or any combination thereof.

B. Additional Bonds means any bonds issued pursuant to Section 15 of this Ordinance.

C. Bond means the "City of Lewiston Sewer Revenue Bond, Series 2023," herein authorized to be issued, sold, and delivered in the form of a single, fully registered, amortized revenue bond in a principal amount not to exceed \$29,181,000.

D. Bond Fund means the "City of Lewiston Sewer Revenue Bond Fund" created by Section 12 of this Ordinance.

E. Bond Register means the registration books on which are maintained the names and addresses of the owners or nominees of the owners of the Bond.

F. Bond Registrar means the bond registrar, transfer agent, and authenticating and paying agent appointed and designated in Section 6 of this Ordinance.

G. Capital Improvement Fund means the "City of Lewiston Sewer Project Capital Improvement Fund" created by Section 10 of this Ordinance.

H. City means the City of Lewiston, Nez Perce County, Idaho.

I. City Clerk means the Clerk of the City, or other officer of the City who is the custodian of the seal of the City and of the records of the proceedings of the City, or his/her successor in functions, if any.

J. Cost of Project or any phrase of similar import, means all or any part designated by the Council of the costs of the Project, or interest therein, which costs, at the option of the Council, may include all or any part of the incidental costs pertaining to the Project, including, without limitation:

- (1) Preliminary expenses advanced by the City from funds available for the use therefor, or advanced by the Federal Government, or from any other source, with approval of the Council, or any combination thereof;
- (2) The costs of making surveys, audits, preliminary plans, other plans, specifications, estimates of costs and other preliminaries;
- (3) The costs of appraising, printing, estimates, advice, services of engineers, architects, financial consultants, attorneys at law, clerical help, or other agents or employees;



- (4) The costs of contingencies;
- (5) The costs of the issuance of the Bond;
- (6) The costs of funding any short-term financing, bond anticipation notes, and other temporary loans pertaining to the Project and of the incidental expenses incurred in connection with such loans;
- (7) The costs of any properties, rights, easements, or other interest in properties, or any licenses, privileges, agreements and franchises; and
- (8) All other expenses necessary or desirable and pertaining to the Project, as estimated or otherwise ascertained by the Council.

K. Council means the City Council of the City.

L. Estimated Net Revenues means, for any year, the estimated Revenues of the System for such year less the estimated Operation and Maintenance Expenses for such year, based upon estimates prepared by the City Engineer or an independent engineer, or an independent certified public accountant. In computing Estimated Net Revenues, Revenues of the System may be adjusted as necessary to reflect any changed schedule of rates and charges.

M. Mayor means the Mayor of the City, or his/her successor in functions, if any.

N. Net Revenues means Revenue of the System after the deduction of Operation and Maintenance Expenses.

O. Operation and Maintenance Expenses or any phrase of similar import means all reasonable and necessary current expenses of the City, paid or accrued, of operating, maintaining, and repairing the System or of levying, collecting, and otherwise administering the Net Revenues for the payment of the Bond; and the term includes (except as limited by contract or otherwise limited by law) without limiting the generality of the foregoing:

- (1) Engineering, auditing, reporting, legal, and other overhead expenses of the various City departments directly relating and reasonably allocable to the administration of the System;
- (2) Fidelity bonds and property and liability insurance premiums pertaining to the System, or a reasonably allocable share of a premium of any blanket bond or policy pertaining thereto;
- (3) Payments to pension, retirement, health, and hospitalization funds and other insurance directly relating and reasonably allocable to the administration of the System;
- (4) Any taxes, assessments, excise taxes, or other charges which may be lawfully imposed on the City, the System, revenues therefrom, or any privilege in connection with the operation of the System;

- (5) The reasonable charges of the bond registrar, fiscal or paying agent, commercial bank, trust bank, or other depository bank pertaining to the Bond issued by the City or pertaining to the Project, if any;
- (6) Contractual services, professional services, salaries, other administrative expenses, and the cost of materials, supplies, repairs, and labor, pertaining to the issuance of the Bond and to the ordinary operation of the System; and
- (7) All other administrative, general, and commercial expenses directly relating and reasonably allocable to the administration of the System.

P. Ordinance means this Ordinance No. 4874, adopted on February 13, 2023.

Q. Project means the sanitary sewer system improvement project described in Section 2 of this Ordinance.

R. Registered Owner means the purchaser of the Bond and any subsequent transferee or purchaser of the Bond.

S. Reserve Fund means the “City of Lewiston Sewer Revenue Bond Debt Service Reserve Fund” created by Section 13 of this Ordinance.

T. Revenue Fund means the “City of Lewiston Sewer Revenue Fund” created by Section 11 of this Ordinance.

U. Revenue of the System means all revenues received by the City from its System and may include moneys derived from one, all, or any combination of revenue sources pertaining to the System, including, without limitation, rates, charges, rents, fees, and any other income derived from the operation or ownership of, the use of services of, or the availability of or services pertaining to, or otherwise derived in connection with, the System or all or any part of any property pertaining to the System.

V. System, for purposes of this Ordinance, means the sanitary sewer collection and treatment system of the City, as the same now exists, including its assets, real and personal, tangible and intangible, and as it may later be added to, extended, and improved, and shall include buildings, structures, utilities, or other income producing sewer facilities from the operation of or in connection with which the revenues of the payment of the Bond to be issued hereunder will be derived, and the lands pertaining thereto.

W. Treasurer means the treasurer of the City, or his/her successor in functions, if any.

## Section 2: THE PROJECT

A. Project Description. The sewer improvement project consists of the acquisition, construction, and installation of improvements and betterments to the City’s sanitary sewer system, consisting generally of, but not limited to, upgrades to the north shore pump station, primary clarifiers, primary sludge pumping, aeration basins, blowers, RAS/WAS pump station, ultraviolet (UV) disinfection system, sludge blending and holding tanks, construction of a redundancy for the screen

washer/compactor, plant security, a new primary clarifier, new aeration basins, a new secondary clarifier, and related improvements, together with costs of engineering, legal, accounting, and other necessary professional services, costs of bond issuance, interest on borrowed funds during construction, and costs incidental thereto (the "Project").

B. Project Changes. The Council may make changes in the Project prior to or in the course of actual construction, provided such changes are found necessary and desirable by the Council and that such changes do not substantially affect or alter the plans or the cost of the Project.

C. Costs. An amount not to exceed \$29,181,000 of the cost and expenses of construction and installation of the Project will be paid from the issuance and sale of the Bond, hereinafter defined, authorized to be issued at a special election held within the City on May 21, 2019. Any balance will be realized from other lawfully available funds of the City, including, but not limited to, general funds, revenue funds, grants, and Additional Bonds issued by the City.

### Section 3: THE BOND

The Bond, designated "City of Lewiston Sewer Revenue Bond, Series 2023" (the "Bond"), in an aggregate principal amount not to exceed \$29,181,000, is hereby authorized to be issued, sold, and delivered pursuant to the Revenue Bond Act of the State of Idaho, the same being Sections 50-1027 through 50-1042, Idaho Code, and pursuant to Section 57-227 and Title 57, Chapter 9, Idaho Code. The designation of the Bond is hereby authorized to be modified to accurately reflect the year it is delivered.

The Bond shall consist of a single, transferable, amortized revenue bond, substantially in the form annexed hereto as Exhibit "A," shall be issued in fully registered form, shall be dated as of the date of its delivery, and shall bear interest on the unpaid balance, at the rate of 1.75% per annum.

The Bond shall be payable in equal biannual installments of principal and interest, with the first installment of principal and interest being due one year from the date of delivery of the Bond, and biannually thereafter until maturity. The final installment may be in such greater or lesser amount as is necessary to fully pay said Bond. The principal of and interest on the Bond shall be fully paid within fifteen (15) years from its date.

The sale of the Bond to the Idaho Department of Environmental Quality (hereinafter the "Registered Owner"), is hereby authorized and approved. The Registered Owner thereof shall have the right, at its expense, to convert said single bond to fully registered serial bonds, without coupons.

### Section 4: EXECUTION

The Bond shall be executed by the manual signature of the Mayor, countersigned by the manual signature of the Treasurer, and attested by the manual signature of the City Clerk, and the seal of the City shall be impressed thereon.

### Section 5: PLACE AND MANNER OF PAYMENT

Both principal of and interest on the Bond shall be payable in lawful money of the United States of America to the Registered Owner thereof, at the address of such Registered Owner as shown



on the registration records of the City, or at such other address as shall be designated in writing to the City by the Registered Owner. Payment may be made by pre-authorized debit with the approval of the Registered Owner.

#### Section 6: BOND REGISTRAR

The Treasurer is hereby appointed as bond registrar, transfer agent and paying agent, and is herein referred to as the "Bond Registrar." The Bond Registrar shall keep, or cause to be kept, sufficient books for the registration and transfer of the Bond. The Bond Registrar is authorized, on behalf of the City, to carry out all of the Bond Registrar's powers and duties under this Ordinance.

The Bond may be transferred only upon the books for the registration and transfer of bonds (the "Bond Register"), upon the surrender thereof to the Bond Registrar, together with a form of transfer duly executed by the Registered Owner or its attorney duly authorized in writing. Upon the transfer of the Bond, there shall be issued in the name of the transferee or transferees a new fully registered bond or bonds of any authorized denomination or denominations and of the same maturity and interest rate, and of the same aggregate principal amount, as the surrendered bond. The new bond or bonds shall bear the same date as the date of the surrendered bond, but shall bear interest from the immediately preceding interest payment date to which interest has been paid or fully provided for.

This Section is intended to provide the system of registration required by Chapter 9, Title 57, Idaho Code.

#### Section 7: PREPAYMENT; NO DEFEASANCE

The City reserves the right, at its option, to prepay, on any principal payment date, scheduled installments outstanding on the Bond, in whole or in part. Refunds, extra payments and loan proceeds obtained from outside sources for the purpose of paying down the Bond, shall, after payment of interest, be applied to principal. Partial prepayments shall be made in the amount of \$1,000 or multiples thereof. No partial prepayment shall extend or postpone the due date of any subsequent installment. Prepayments shall be made without penalty. Notice of any intended prepayment shall be mailed by certified mail to the Registered Owner of the Bond at its address appearing on the Bond Register, at least thirty (30) days prior to the prepayment date.

#### Section 8: CHARGES

The City has established, may from time to time revise, and shall maintain and collect sewer rates and charges for furnishing the services of the System to its customers, which rates and charges are, and shall continue to be, uniform as to all persons or properties which are of the same class, which rates and charges shall be collected from the users thereof.

#### Section 9: PLEDGE OF REVENUES

The Net Revenues of the System are hereby pledged for the payment of the Bond and shall be used and applied in the order of priority provided in Section 11 of this Ordinance.

The City shall establish, revise, maintain, and collect charges sufficient, with other revenues received, after taking into consideration anticipated delinquencies, to provide Net Revenues equal to not less than 1.1 times the average annual debt service on the Bond.

#### Section 10: THE CAPITAL IMPROVEMENT FUND

There is hereby created a special fund and account known as the "City of Lewiston Sewer Project Capital Improvement Fund" (the "Capital Improvement Fund"), into which shall be deposited all of the proceeds of the sale of the Bond, to be used and applied for the payment of a portion of the cost and expense of the construction and installation of the Project, including the payment of the principal of and interest on all outstanding bond anticipation notes or other interim financing. Any interest earnings on moneys invested from the Capital Improvement Fund shall remain in and be used for the purposes of the Capital Improvement Fund. The City's share of any liquidated damages or other moneys paid by defaulting contractors or their sureties will be deposited into said Capital Improvement Fund to assure the completion of the Project.

When the Project has been completed and all costs related thereto have been paid in full, any balance remaining in the Capital Improvement Fund shall be deposited into the Bond Fund described in Section 12 of this Ordinance.

#### Section 11: THE REVENUE FUND

There is hereby created a special fund, designated the "City of Lewiston Sewer Revenue Fund" (the "Revenue Fund"), which shall be maintained by the Treasurer and into which the Revenue of the System shall be deposited immediately upon its receipt.

A. Use of Revenues. The Revenue of the System shall be used for the payment of the following obligations in the following order of priority:

- (1) First Charge and Lien: The costs of Operation and Maintenance Expenses.
- (2) Second Charge and Lien: The principal of and interest on the Bond, and any Additional Bonds by payment into the Bond Fund, as provided in Section 12 of this Ordinance.
- (3) Third Charge and Lien: To maintain the Reserve Fund created by Section 13 of this Ordinance; and
- (4) To administer surplus funds.

B. Interest Earnings. Interest earnings on deposits in the Sewer Revenue Fund shall remain in and be used for the purposes of the Sewer Revenue Fund.

C. Surplus Funds. Funds remaining in the Revenue Fund after having been applied to designated funds for the purposes provided in this section shall constitute surplus funds and may be used for the purposes set forth in Section 14 of this Ordinance.

## Section 12: THE BOND FUND

There is hereby created a special fund, designated the "City of Lewiston Sewer Revenue Bond Fund" (the "Bond Fund"), which shall be maintained by the Treasurer into which shall be deposited, from the Net Revenues of the System, the following amounts:

A. Each biannual installment of principal and interest payable on the Bond shall be payable into the Bond Fund from the Revenue Fund not less than ten (10) days prior to each payment date, and paid from the Bond Fund to the Registered Owner on or before each payment date. In the event that the single Bond is converted into fully registered serial bonds, as provided in Section 3 of this Ordinance, then there shall be deposited into the Bond Fund from the Revenue Fund on or before the 10<sup>th</sup> day prior to any interest or principal and interest payment date the amount of interest or principal and interest then falling due on the Bond. The moneys herein allocated shall be used solely to pay currently maturing installments of principal of and interest on the Bond or any serial bonds to which the Bond may be converted.

B. If the City for any reason shall fail to make such deposit, then an amount equal to the deficiency shall be deposited into the Bond Fund from the Reserve Fund, described hereinafter.

## Section 13: DEBT SERVICE RESERVE FUND

A. Deposits. There is hereby created a special fund known as the "City of Lewiston Sewer Revenue Bond Debt Service Reserve Fund" (the "Reserve Fund"), which shall be maintained by the Treasurer so long as the Bond remains outstanding. There shall be deposited into the Reserve Fund, within one year from the date of issuance of the Bond, from Net Revenues, an amount equal to one-tenth of an annual payment of principal and interest on the Bond, and a like sum shall be deposited therein from Net Revenues on each anniversary date of the Bond thereafter, until the reserve equals one annual payment of principle and interest. The sum so accumulated shall be maintained as a debt service reserve fund for the Bond, or any serial bonds to which the Bond may be converted, until the Bond or serial bonds have been paid in full. The City shall establish such subaccounts within the Reserve Fund, and shall comply with such restrictions on the investment of moneys in such subaccounts, as may be required by the Tax Certificate executed by the City at the time of the delivery of the Bond.

B. Deficiencies or Withdrawals. Whenever any moneys are withdrawn from the Reserve Fund to pay the principal of or interest on the Bond, or if a deficiency exists therein, the amount so withdrawn or the amount of such deficiency shall be restored by monthly deposits from Net Revenues until there has been restored therein the gross amount provided heretofore in subdivision A of this Section.

C. Refunding. In the event refunding bonds are ever issued, the amount set aside into the Reserve Fund to secure the payment of the Bond may be used to retire bonds or may be held in the Reserve Fund to secure payment of the refunding bonds issued, to refund the outstanding refunding bonds, or may be held in the Reserve Fund to secure the payment of any other issue or series of bonds payable out of the Bond Fund and issued on a parity with the Bond.

D. Investments. All moneys in the Reserve Fund may be kept in cash or deposited in institutions permitted by law in an amount in each institution not greater than the amount insured by



any department or agency of the United States Government, or may be invested and reinvested in any readily marketable legal investment permitted for City moneys maturing not later than the last maturity date of any outstanding bonds. Interest earned on any such investment shall be deposited, directly as earned, into the Bond Fund.

#### Section 14: SURPLUS FUNDS

Funds remaining in the Revenue Fund after having been applied to or designated funds for the purposes provided in Section 11A of this Ordinance shall constitute surplus funds and may be used for any of the following purposes:

- A. To pay the costs of unusual or extraordinary maintenance of or repair to the System;
- B. To pay the principal of and interest on any subordinate lien obligations which may have been issued to provide sewer facilities in or for the City;
- C. To improve, extend, enlarge, or replace any City sewer facilities;
- D. To acquire or construct additional sewer facilities in or for the City;
- E. To call or redeem prior to their fixed dates of maturity any Bond, parity bonds, or subordinate lien obligations issued to provide sewer facilities for the City; and
- F. For any other lawful System purpose.

#### Section 15: ADDITIONAL BONDS OR OTHER OBLIGATIONS

A. Limitation Upon Issuance of Parity Obligations. Nothing contained in this Ordinance shall be construed in such a manner as to prevent the issuance by the City of Additional Bonds or other additional obligations payable from the Net Revenues on a parity with, but neither prior nor superior to, the lien of the Bond herein authorized; provided, however, that before any such Additional Bonds or other additional parity obligations are authorized or actually issued:

- (1) Any consent required by the Loan and Grant Approval Conditions and Loan Resolution referred to in Section 3 of this Ordinance shall have been obtained.
- (2) The City is not, and has not been, in default as to any payments required by the provisions of this Ordinance for a period of not less than twelve (12) months immediately preceding the issuance of such Additional Bonds or other additional parity obligations.
- (3) The Net Revenues of the System for the past twelve (12) consecutive months immediately preceding the year of the issuance of such Additional Bonds shall have been sufficient to pay the Operation and Maintenance Expenses of the sewer System for said past twelve (12) months, and, in addition, sufficient so that the Net Revenues for such preceding year equal an amount representing at least 110% of the annual principal and interest requirements of the

outstanding Bond, and any other obligations of the City payable from the Net Revenues of the System.

- (4) The Estimated Net Revenues of the System for the twelve-month period immediately succeeding the issuance of the bonds or other obligations proposed to be issued will be not less than 120% of the annual principal and interest requirements of the Bond and any other obligations of the City payable from the Net Revenues of the System, plus the average annual principal and interest requirements of the Additional Bonds or other obligations proposed to be issued.
- (5) A written certification by an independent certified public accountant that the 110% Net Revenue requirement of subsection (3) above, and the 120% Estimated Net Revenues requirement of subsection (4) above have been satisfied shall be obtained and filed with the City, which certification shall be conclusively presumed to be accurate in determining the right of the City to authorize, issue, sell, and deliver said Additional Bonds or other additional obligations on a parity with the Bond authorized herein.
- (6) The foregoing limitations, or any of them, may be waived or modified by the written consent of the Registered Owner of not less than 75% of the principal amount of the Bond then outstanding.

B. Parity Bonds to Complete Project. In the event grant funds, plus the proceeds of the Bond provided for in this Ordinance, are insufficient to complete the Project, then parity bonds or other obligations may be issued to complete the Project, and the restrictions set forth in this Section 15 pertaining to the issuance of parity bonds shall not apply.

C. Subordinate Lien Bonds. No provision of this Ordinance shall be deemed to limit or restrict the power of the City to issue bonds, notes or warrants, or to make pledges of the revenues which shall be subordinate as to the lien of the Bond and which shall provide for compliance with the current provisions hereof prior to the application of any funds to said subordinate purpose, provided that any consent required by the Loan and Grant Approval Conditions and Loan Resolution referred to in Section 3 of this Ordinance shall have been obtained.

D. Refunding. The restrictions with respect to the issuance of parity obligations shall not apply if such additional parity bonds proposed to be issued are for the sole purpose of refunding outstanding sewer revenue bonds.

#### Section 16: INVESTMENTS

Surplus funds in any of the Funds set forth in this Ordinance may be invested in securities as permitted by law provided that such investments are available if needed for the payment of principal and interest of any outstanding bonds. Any income from these investments will be considered Revenue of the System.

## Section 17: GENERAL COVENANTS

For the protection and security of the Bond, it is covenanted and agreed to and with the Registered Owner of the Bond that the City will perform the following covenants:

A. Complete Project. It will complete the construction of the Project with all practical dispatch and in a sound and economical manner.

B. Operate System. It will operate the System in an efficient and economical manner and prescribe, revise, and collect such charges in connection therewith so that the services, facilities, and properties of the System may be furnished at the lowest possible cost consistent with sound economy and prudent management.

C. Good Repair. It will operate, maintain, preserve, and keep the System and every part hereof in good repair, working order, and condition.

D. Corporate Status. It will maintain its status as a municipal corporation of the State of Idaho and will take no steps to disincorporate or otherwise change its corporate status.

E. Preserve Security. It will preserve and protect the security of the Bond and the rights of the Registered Owner thereof.

F. Collect Revenues. It will collect and hold in trust the revenues and other funds pledged to the payment of the Bond and apply such revenue or other funds only as provided in this Ordinance.

G. Service Bond. It will pay and cause to be paid punctually the principal of the Bond and the interest thereon on the date or dates and at the place or places and in the manner mentioned in the Bond, and in accordance with this Ordinance.

H. Pay Claims. It will pay and discharge any and all lawful claims for labor, materials, and supplies which, if unpaid, might by law become a lien or charge upon the Revenue of the System, or any part of said Revenue of the System, or any funds in the hands of the Treasurer, prior or superior to or on a parity with the lien of the Bond or which might impair the security of the Bond, to the end that the priority and security of the Bond shall be fully preserved and protected.

I. Encumbrances. It will not mortgage or otherwise encumber, sell, lease, or dispose of the System or any part thereof, nor enter into any lease or agreement which would impair or impede the operation of the System or any part thereof necessary to secure adequate revenues for the payment of the principal of and interest on the Bond, nor which would otherwise impair or impede the rights of the Registered Owner of the Bond with respect to such revenues of the operation of the System without provisions for the retirement of the Bond then outstanding from the proceeds thereof, nor so long as the Bond is held by the Idaho Department of Environmental Quality as Registered Owner, without the consent of the Registered Owner.

J. Insurance. It will procure and keep in force insurance upon all buildings and structures of the System and the machinery and equipment therein, which are usually insured by entities operating like property, in good and responsible insurance companies. The amount of the insurance



shall be such as may be required to adequately protect it and the Registered Owner of the Bond from loss due to any casualty, and in the event of any such loss, the proceeds shall be used to repair or restore the System or for the payment of the Bond issued under this Ordinance.

K. Fidelity Bonds. It will procure suitable fidelity bonds covering all of its officers and other employees charged with the operation of the System and the collection and disbursement of revenues therefrom.

L. Engineers. It will employ consulting engineers of acknowledged reputation, skill, and experience in the improvement and operation of the System for any unusual or extraordinary or significant items of maintenance, repair, or betterments as shall be required from time to time, all reports, estimates, and recommendations of such consulting engineers to be filed with the Clerk and furnished to the Registered Owner of the Bond issued hereunder, upon request.

M. Accounts. It will keep proper and separate accounts and records in which complete and separate entries shall be made of all transactions relating to the System, and it will furnish complete operating and income statements upon request.

N. Delinquencies. It will not furnish sewer service to any customer whatsoever free of charge, and it shall not later than sixty (60) days after an account becomes delinquent, take such legal action as may be reasonable to enforce collection of any collectible delinquent account.

#### Section 18: SPECIAL COVENANTS

The City further covenants and agrees:

A. In accordance with Section 149(a) of the Internal Revenue Code of 1986, as amended (the "Code"), the Bond, and any serial bonds to which it may be converted, shall be issued and remain in fully registered form in order that interest thereon be excluded from gross income of the owner or owners for federal income tax purposes. The City covenants and agrees that it will take no action to permit the Bond, or any serial bonds to which it may be converted, to be issued in or converted to bearer or coupon form.

B. None of the proceeds of the Bond will be used, directly or indirectly, (i) to make or finance loans to persons or (ii) in any trade or business carried on by any person (other than as a member of the general public). For purposes of the preceding sentence, the term "person" does not include a government unit other than the United States or any agency or instrumentality thereof, and the term "trade or business" means any activity carried on by a person other than a natural person. The City further covenants and agrees to take no action which would cause the Bond to be a "private activity bond," nor will it omit to take any action necessary to prevent the Bond from becoming a "private activity bond," within the meaning of Section 141 of the Code.

C. The City has general taxing powers. The Bond is not a "private activity bond" within the meaning of Section 141 of the Code. 95% or more of the net proceeds of the Bond is to be used for the local governmental activities of the City. The City has no subordinate entities.

D. The Mayor, Clerk, and Treasurer, and other appropriate officials of the City, or any one or more of such officials, as may be appropriate, are each hereby authorized and directed to

execute, on behalf of the City, such certificate or certificates as shall be necessary to establish that the Bond is not an “arbitrage bond” within the meaning of Section 148 of the Code and the Treasury Regulations promulgated thereunder, and to establish that interest on the Bond is not and will not become includable in the gross income of the owner(s) of the Bond under the Code and applicable regulations. The City covenants and agrees that no use will be made of the proceeds of the Bond, or any funds of the City which may, pursuant to Section 148 of the Code and applicable regulations, be deemed to be proceeds of the Bond, which would cause the Bond to be an “arbitrage bond” within the meaning of Section 148 of the Code. The City further covenants to comply throughout the term of the Bond with the requirements of Section 148 of the Code and the regulations promulgated thereunder in order to prevent the Bond from becoming an “arbitrage bond.”

E. The City will comply with the information reporting requirements of Section 149(e) of the Code.

#### Section 19: AMENDMENTS

A. The City from time to time and at any time may adopt an ordinance or ordinances supplemental hereto, which ordinance or ordinances thereafter shall become a part of this Ordinance, for any one or more of all of the following purposes:

- (1) To add to the covenants and agreements of the City in this Ordinance, other covenants and agreements thereafter to be observed, which shall not adversely affect the interest of the Registered Owner of the Bond, or to surrender any right or power herein reserved.
- (2) To make such provisions for the purpose of curing any ambiguities or of curing, correcting, or supplementing any defective provisions contained in this Ordinance, or any ordinance authorizing future bonds in regard to matters or questions arising under such ordinances as the Council may deem necessary or desirable and not inconsistent with such ordinances and which shall not adversely affect, in any material respect, the interest of the Registered Owner of the Bond.

Any such supplemental ordinance may be adopted without the consent of the Registered Owner of the Bond at any time outstanding, notwithstanding any of the provisions of subsection B of this Section.

B. With the consent of the Registered Owner of not less than 75% in aggregate principal amount of the Bond at the time outstanding, the Council may adopt an ordinance or ordinances supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Ordinance or of any supplemental ordinance; provided, however, that no such supplemental ordinance shall:

- (1) Extend the fixed maturities of the Bond, or reduce the rate of interest thereon, or extend the time of payments of interest from their due date, or reduce the amount of the principal thereof, or reduce any premium payable on the redemption thereof, if applicable, without the consent of the Registered Owner of the Bond so affected; or

- (2) Reduce the aforesaid percentage of the Registered Owner required to approve any such supplemental ordinance.

It shall not be necessary for the consent of the Registered Owner under this subsection B to approve the particular form of any proposed supplemental ordinance, but it shall be sufficient if such consent shall approve the substance thereof.

C. Upon the adoption of any supplemental ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties, and obligations of the City under this Ordinance and the Registered Owner of the Bond outstanding hereunder shall thereafter be determined, exercised, and enforced thereunder, subject in all respects to such modification and amendments, and all terms and conditions of any such supplemental ordinance shall be deemed to be part of the terms and conditions of this Ordinance for any and all purposes.

D. Any Bond executed and delivered after the execution of any supplemental ordinance adopted pursuant to the provisions of this Section may have a notation as to any matter provided for in such supplemental ordinance, and if such supplemental ordinance shall so provide, new bonds so modified as to conform, in the opinion of the Council, to any modification of this Ordinance contained in any such supplemental ordinance, may be prepared and delivered without cost to the Registered Owner of the Bond then outstanding, upon surrender for cancellation of the Bond.

#### Section 20: VALIDITY OF ISSUANCE

The Bond is issued pursuant to the Idaho Revenue Bond Act, being Idaho Code Sections 50-1027 through 50-1042. This recital is conclusive evidence of the validity of the Bond and the regularity of its issuance.

#### Section 21: REGISTERED OWNER'S REMEDIES - RECEIVER

By action or suit in equity, the Registered Owner or subsequent owners of the Bond may, in the event of a material violation of any of the foregoing covenants, cause the appointment of a receiver, which receiver may enter and take possession of the System and any Net Revenues for the payment of the Bond, prescribe fees to be derived from the System, and collect, receive, and apply all Net Revenues of other moneys pledged for the payment of the Bond in the same manner as the City might do in accordance with the obligations of the City.

#### Section 22: ORDINANCE A CONTRACT

The provisions of this Ordinance shall constitute a contract between the City and the Registered Owner so long as the Bond hereby authorized remains unpaid.

#### Section 23: SEVERABILITY

If any one or more of the covenants or agreements provided in this Ordinance to be performed on the part of the City shall be declared by any court of competent jurisdiction to be contrary to law, then such covenant or covenants, agreement or agreements, shall be null and void



and shall be deemed separable from the remaining covenants and agreements in this Ordinance and shall in no way affect the validity of the other provisions of this Ordinance or of the Bond.

Section 24: REPEALER

All prior ordinances or parts thereof, to the extent inconsistent herewith, are hereby repealed and shall, to the extent of such inconsistency, have no further force or effect.

Section 25: AUTHORIZATION

The Mayor, City Clerk, and City Treasurer, or any one of such officers, as may be appropriate to the circumstances, are hereby authorized to execute, on behalf of the City, all such additional documents as may be necessary to effect the sale and delivery of the Bond.

Section 26: PUBLICATION AND EFFECTIVE DATE

This Ordinance, or a summary thereof in compliance with Section 50-901A, Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon passage, approval, and publication.

**PASSED** this 13<sup>th</sup> day of February, 2023.

**CITY OF LEWISTON**

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

( S E A L )

[FORM OF BOND]

UNITED STATES OF AMERICA

Registered  
No. One

Registered  
\$4,300,000

STATE OF IDAHO

COUNTY OF NEZ PERCE

CITY OF LEWISTON  
SEWER REVENUE BOND, SERIES 2023

THE CITY OF LEWISTON, Nez Perce County, Idaho (the “City”), for value received, promises to pay from the special fund hereinafter described and in the manner hereinafter set forth, and not otherwise, to the Idaho Department of Environmental Quality, as the registered owner hereof, the principal sum of

FOUR MILLION THREE HUNDRED THOUSAND AND 00/100 DOLLARS

(\$4,300,000.00), together with interest on the unpaid balance at the rate of one and two thousand six hundred five thousandths percent (1.2605%) per annum. Said principal and interest shall be paid in equal annual installments of \$\_\_\_\_\_, with the first installment of principal and interest being due on August \_\_\_\_ and semiannually on each February \_\_\_\_ and August \_\_\_\_ thereafter until maturity, with all principal of and interest on the Bond being fully paid within fifteen (15) years from its date. The final installment may be in such greater or lesser amount as is necessary fully to pay the Bond.

This Bond shall be registered as to principal and interest in the name of the original owner and any subsequent owners in a registration book in the office of the City Treasurer, who shall be the Bond Registrar. This Bond is transferable only upon said book, by notation thereon, by the registered owner hereof in person or by its attorney duly authorized in writing.

Both principal of and interest on this Bond shall be payable in lawful money of the United States of America, to the registered owner, and may be made by pre-authorized debit with the approval of the registered owner. Any owner of this Bond subsequent to its original owner is hereby placed on notice of all payments of both principal of and interest on this Bond prior to its transfer to him and all subsequent owners hereof hereby acknowledge that they have ascertained the actual unpaid principal amount of this Bond as of the date of transfer to them and hereby release the City from all obligations as to all principal and interest paid by the City prior to such date.

EXHIBIT “A”

Page 1

The City has reserved the right, at its option, to prepay scheduled installments outstanding, in whole or, in the manner hereinafter provided, in part, at any time this Bond is held by the Idaho Department of Environmental Quality or any subsequent transferee.

Prepayments shall be made on the date, at the place, and in the manner provided herein for making regularly scheduled installments, and partial prepayments shall be in the amount of \$1,000.00 or multiples thereof. Refunds, extra payments and loan proceeds obtained from outside sources for the purpose of paying down the Bond, shall, after payment of interest, be applied to principal. Any such prepayment shall be made without penalty, additional interest, or charges.

Notice of any such intended prepayment shall be mailed by registered mail to the registered owner of the Bond at the address appearing on the registration records of the City, or at such other address as designated in writing to the City by the registered owner, at least thirty (30) days prior to the prepayment date. Interest on this Bond shall cease to accrue as to the amount of principal being prepaid after the date fixed for prepayment if notice has been properly given and funds equal to the amount of prepayment have been deposited at the place of payment at that time.

This Bond, upon the surrender hereof at the office of the City Treasurer may, at the option of the registered owner and at its expense, be exchanged for serial bonds, without coupons, in registered form, in the aggregate principal amount then remaining unpaid, bearing the same interest rate, maturing annually in each of the remaining years of the original term of this Bond, and dated as of the year during which the surrender and exchange is effected. Serial bonds so issued shall be redeemable according to the provisions of Ordinance No. 4874 of the City, adopted on February 13, 2023 (the “Bond Ordinance”), pursuant to which this Bond was issued.

This Bond is issued for the purpose of paying a portion of the cost of the acquisition, construction and installation of improvements and betterments to the City’s sanitary sewer system (the “Project”), pursuant to the Idaho Revenue Bond Act (being Idaho Code Sections 50-1027 through 50-1042), and pursuant to Idaho Code, Title 57, Chapters 2 and 9, and also pursuant to the Bond Ordinance and a special election held within the City on May 21, 2019.

This Bond creates a lien and charge upon the Net Revenue of the City’s sanitary sewer System (as such capitalized terms are defined in the Bond Ordinance), superior to all other charges of any kind and nature, except the charges necessary to pay the principal of and interest on any future parity bonds. This Bond is a limited obligation of the City and is payable as to principal and interest solely from a special fund, designated the City of Lewiston Sewer Revenue Bond Fund (the “Bond Fund”) referenced by the Bond Ordinance. For a more particular description of said Bond Fund, the revenues to be deposited therein, and the nature and extent of the security afforded thereby, reference is made to the provisions of the Bond Ordinance pursuant to which this Bond is issued, and such Bond Fund will be maintained.

This Bond does not now and shall never constitute an indebtedness of the City within the meaning of any State Constitutional provision or statutory limitation, nor a charge against the general credit or taxing powers of the City.

EXHIBIT “A”

Page 2



The City has covenanted with the registered owner of the Bond to keep and perform all covenants and agreements contained in the Bond Ordinance, and the City will establish, maintain, collect, and account for rates and charges for service furnished by or through the System, including all extensions and improvements thereto hereafter constructed or acquired by the City, sufficient to pay the principal of and interest on the Bond as they fall due, provided such rates must be reasonable rates for the type, kind, and character of the services rendered.

IT IS HEREBY CERTIFIED, RECITED, and DECLARED that all conditions, acts, and things essential to the validity of this Bond do exist, have happened, and have been done, and that every requirement of law affecting the issue hereof has been duly complied with; that the Net Revenues to be derived from the operation of the System, including any future improvements, additions, or extensions thereto, have been and are hereby pledged and will be set aside into the Bond Fund in amounts sufficient for the payment of principal of and interest on this Bond.

IN WITNESS WHEREOF, the City of Lewiston, Nez Perce County, Idaho, under its corporate seal, has caused this Bond to be signed in its corporate name by its Mayor, countersigned by the Treasurer thereof, and attested by the City Clerk, this \_\_\_\_ day of February, 2023.

CITY OF LEWISTON  
Nez Perce County, Idaho

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Treasurer

ATTEST:

\_\_\_\_\_  
City Clerk

( S E A L )

EXHIBIT "A"

Page 3

\* \* \* \* \*

REGISTRATION CERTIFICATE

(No writing to be placed herein except by the Bond Registrar)

This Bond shall be payable only to the order of the registered owner or its legal representative.

| DATE OF<br>REGISTRATION | NAME AND ADDRESS OF<br>REGISTERED OWNER                                                               | SIGNATURE OF<br>BOND REGISTRAR |
|-------------------------|-------------------------------------------------------------------------------------------------------|--------------------------------|
| February __, 2023       | State of Idaho<br>Department of Environmental<br>Quality<br>1410 North Hilton<br>Boise, ID 83705-1255 |                                |

CITY ORDINANCE NO. 4870

AN ORDINANCE OF THE CITY OF LEWISTON REPEALING AND RESERVING SECTION 8-9 OF THE LEWISTON CITY CODE REGARDING ANIMAL CRUELTY, AMENDING SECTION 8-11 TO REMOVE UNNECESSARY DEFINITIONS, AMENDING SECTION 8-33 TO REMOVE PROVISIONS REGARDING CRUELTY OF DOGS, AMENDING SECTION 8-43(b) TO REMOVE A REFERENCE TO SECTION 8-9, AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1: Lewiston City Code § 8-9 is hereby repealed and reserved as follows:

**Sec. 8-9. ~~Animal protection — Cruelty, killing and otherwise mistreating animals.~~ Reserved.**

~~It is unlawful for any person to maliciously kill, maim or wound an animal, the property of another, or for any person having the charge or custody of any animal, to subject any animal to needless suffering or to inflict any unnecessary cruelty upon the same; or, in any manner, to abuse an animal or fail to provide the same with proper food, drink, veterinary care, shelter or protection from the weather; or to cruelly drive, ride or otherwise use the same when unfit for labor. No person shall intentionally annoy, harass, or taunt any confined animal within the city. No person shall kill or injure any wild birds within the city; provided however, this section shall not apply to the destruction of English sparrows, starlings and feral pigeons.~~

SECTION 2: Lewiston City Code § 8-11 is hereby amended as follows:

**Sec. 8-11. Terms defined.**

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

...

~~*Cruelty:* Includes every act, omission or neglect, whereby unnecessary or unjustifiable pain or suffering is caused or permitted.~~

...

~~*Torment:* Includes every act, omission or neglect, whereby unnecessary or unjustifiable pain or suffering is caused or permitted.~~

~~*Torture:* Includes every act, omission or neglect, whereby unnecessary or unjustifiable pain or suffering is caused or permitted.~~

...

SECTION 3: Lewiston City Code § 8-33 is hereby amended as follows:

**Sec. 8-33. Prohibited acts.**

...



(b) No owner or custodian of a dog shall fail to provide it with ~~adequate food, water, shelter and~~ necessary veterinary care which shall include a rabies vaccination every three (3) years.

(c) ~~No person shall beat, cruelly ill-treat or abuse any dog.~~

SECTION 4: Lewiston City Code § 8-43(b) is hereby amended as follows:

**Sec. 8-43. Offenses; civil infractions and misdemeanors; penalties.**

...

(b) The violation by any person or entity of the following sections shall be a misdemeanor, punishable by a fine not to exceed three hundred dollars (\$300.00), or imprisonment for not to exceed six (6) months, or both such fine and imprisonment:

~~8-9, Cruelty, killing and otherwise mistreating animals;~~

...

SECTION 5: This ordinance shall take effect and be in full force from and after its passage and publication.

**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**CITY OF LEWISTON**

By: \_\_\_\_\_  
Daniel G. Johnson, Mayor

ATTEST:

\_\_\_\_\_  
Kari J. Ravencroft, City Clerk

TITLE 25  
ANIMALS  
CHAPTER 35  
ANIMAL CARE

25-3504. COMMITTING CRUELTY TO ANIMALS. Every person who is cruel to any animal, or who causes or procures any animal to be cruelly treated, or who, having the charge or custody of any animal either as owner or otherwise, subjects any animal to cruelty shall, upon conviction, be punished in accordance with section 25-3520A, Idaho Code. Any law enforcement officer or animal care and control officer, subject to the restrictions of section 25-3501A, Idaho Code, may take possession of the animal cruelly treated, and provide care for the same, until final disposition of such animal is determined in accordance with section 25-3520A or 25-3520B, Idaho Code.

TITLE 25  
ANIMALS  
CHAPTER 35  
ANIMAL CARE

25-3502. DEFINITIONS. The following words and terms, when used in this chapter, shall have the following meanings, unless the context clearly indicates otherwise:

(1) "Abandon" means to completely forsake and desert an animal previously under the custody or possession of a person without making reasonable arrangements for its proper care, sustenance and shelter.

(2) "Animal" means any vertebrate member of the animal kingdom, except man.

(3) "Animal care and control agency" means any agency incorporated under the laws of this state to which a county or municipality has conferred authority to exercise the powers and duties set forth in this chapter based upon the agency's ability to fulfill the purposes of this chapter.

(4) "Companion animal" means those animals solely kept as pets and not used as production animals, as defined in this section, including, but not limited to, domestic dogs, domestic cats, rabbits, companion birds, and other animals.

(5) "Cruel" or "cruelty" shall mean any or all of the following:  
(a) The intentional and malicious infliction of pain, physical suffering, injury or death upon an animal;

(b) To maliciously kill, maim, wound, torment, deprive of necessary sustenance, drink or shelter, cruelly beat, mutilate or cruelly kill an animal;

(c) To subject an animal to needless suffering or inflict unnecessary cruelty;

(d) To knowingly abandon an animal;

(e) To negligently confine an animal in unsanitary conditions or to negligently house an animal in inadequate facilities; to negligently fail to provide sustenance, water or shelter to an animal.

(6) "Department" means the Idaho state department of agriculture.

(7) "Department investigator" means a person employed by, or approved by, the Idaho state department of agriculture, division of animal industries, to determine whether there has been a violation of this chapter.

(8) "Division" means the division of animal industries of the Idaho state department of agriculture.

(9) "Custodian" means any person who keeps or harbors an animal, has an animal in his care or acts as caretaker of an animal.

(10) "Malicious" or "maliciously" means the intentional doing of a wrongful act without just cause or excuse, with an intent to inflict an injury or death.

(11) "Owner" means any person who has a right of property in an animal.

(12) "Person" means any individual, firm, corporation, partnership, other business unit, society, association or other legal entity, any public or private institution, the state of Idaho, or any municipal corporation or political subdivision of the state.

(13) "Pound" means a place enclosed by public authority for the detention of stray animals.

(14) "Production animal" means, for purposes of this chapter:

(a) The following animals if used for the purpose of producing food or fiber, or other commercial activity, in furtherance of the production of food or fiber, or other commercial activity, or to be sold for the use by another for such purpose: cattle, sheep, goats, swine, poultry, ratites, equines, domestic cervidae, camelidae, and guard and stock dogs; and

(b) Furbearing animals kept for the purpose of commercial fur production.

(15) "Torture" means the intentional, knowing and willful infliction of unjustifiable and extreme or prolonged pain, mutilation or maiming done for the purpose of causing suffering. "Torture" shall not mean or include acts of omission or of neglect nor acts committed unintentionally or by accident. "Torture" also shall not mean or include normal or legal practices as provided in section 25-3514, Idaho Code.



**CITY OF LEWISTON  
SUMMARY OF ORDINANCE NO. 4870**

**ORDINANCE NO. 4870: AN ORDINANCE OF THE CITY OF LEWISTON REPEALING AND RESERVING SECTION 8-9 OF THE LEWISTON CITY CODE REGARDING ANIMAL CRUELTY, AMENDING SECTION 8-11 TO REMOVE UNNECESSARY DEFINITIONS, AMENDING SECTION 8-33 TO REMOVE PROVISIONS REGARDING CRUELTY OF DOGS, AMENDING SECTION 8-43(b) TO REMOVE A REFERENCE TO SECTION 8-9, AND PROVIDING AN EFFECTIVE DATE.**

Section 1 repeals and reserves Lewiston City Code § 8-9, removing the animal cruelty provision from the Lewiston City Code to avoid duplicating State law regarding animal cruelty. Section 2 amends Lewiston City Code § 8-11 to remove unnecessary definitions. Section 3 amends Lewiston City Code § 8-33 to remove the provision regarding cruelty specific to dogs. Section 4 amends Lewiston City Code § 8-43(b) to remove the penalty for violating Lewiston City Code § 8-9, which was repealed. Section 5 provides an effective date.

Ordinance No. 4870 is effective upon passage and publication.

CITY OF LEWISTON

By: Daniel G. Johnson  
Mayor

Attest: Kari Ravencroft  
City Clerk

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

I, KAYLA HERMANN, City Attorney, reviewed the foregoing Summary of Ordinance No. 4870. The summary is true and complete and provides adequate notice to the public pursuant to Idaho Code § 50-901A.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
Kayla Hermann  
City Attorney



## CITY COUNCIL MEETING AGENDA ITEM HISTORY/COMMENTARY

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| <b>ITEM TITLE</b><br>Removal of animal cruelty charge from City code and cite according to State code – Ordinance 4870.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>AGENDA NO.</b> _____<br><b>AGENDA DATE</b> _____<br><b>CONSENT:</b> <input type="checkbox"/> ACTIVE: <input type="checkbox"/> | <b>1<sup>ST</sup> READING</b> _____<br><b>2<sup>ND</sup> READING</b> _____<br><b>3<sup>RD</sup>/ADOPTION</b> _____ |
| <b>ORIGINATING SOURCE</b><br><br>Captain Jeff Klone/LPD<br>Date: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>FUNDING CERTIFICATION (IF APPLICABLE)</b><br><br>Date: _____                                                                  |                                                                                                                    |
| <b>DIVISION MANAGER REVIEW (If applicable)</b><br><br>Date: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>DEPARTMENT MANAGER REVIEW (If applicable)</b><br>Chief Jason Kuzik<br><br>Date: _____                                         |                                                                                                                    |
| <b>RECOMMENDED FOR COUNCIL ACTION</b><br><br>yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>MAYOR</b><br><br>Date: _____                                                                                                  |                                                                                                                    |
| <b>ITEM HISTORY (PREVIOUS COUNCIL REVIEWS, ACTION RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)</b><br>No prior history on this item for city council.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                  |                                                                                                                    |
| <b>ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS, ETC.)</b> Please identify any or all impacts this proposed action would have on the City budget and/or personnel resources. <b>City code 8-9 prohibits animal cruelty including not caring for, not feeding/watering, not providing shelter or veterinarian care, etc. This is a misdemeanor by city code. In the past, this is the code officers at LPD would use when they responded to these types of calls. However, we recently learned that our city code has a provision in city code 8-39, that allows an animal owner to reclaim their dog within 6 days. This means, even if we arrest or charge someone with animal cruelty to their dog and take their dog, by city code they can come get the dog back from impound after 6 days, even if the case has not been to court or even if the conditions the dog was seized from have not changed. Our recommendation is to follow Idaho State Code 25-3504. This charge is still a misdemeanor with the same penalties as our city code, has very similar language and accomplishes the same purpose as city code, with the caveat that the dog can be impounded until the final disposition of the case and not require the city to release the dog back to the owner 6 days later. We have also worked with the City Attorney's office to try and remove city codes that have similar state codes. The other main difference in removing this city code and following state code is anyone charged under the state code would be prosecuted through the NPC Prosecutor's Office rather than our city attorney's office. We have already discussed this with the NPC Prosecutor's Office and they are not opposed to this change. Overall, by removing this city code and following state code serves several purposes while still citing/arresting for animal abuse in our city. It removes a city code that is already covered by state code, it allows officers to impound a dog and keep it from the abusive owner/environment it was found in until final disposition of the case, and it still keeps the violation a misdemeanor which does allow for fines and jail time depending on the severity of the abuse.</b> |                                                                                                                                  |                                                                                                                    |

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| <p>ACTION PROPOSED<br/>Approval of ordinance 4870.</p> |





## CITY COUNCIL MEETING AGENDA ITEM HISTORY/COMMENTARY

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| <b>ITEM TITLE</b><br>ORDINANCE 4874                                                                                                                                                                  | <b>AGENDA NO.</b><br><br><b>AGENDA DATE:</b> February 13, 2023 |
| <b>ITEM HISTORY (PREVIOUS COUNCIL REVIEWS, ACTION RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)</b>                                                                                                 |                                                                |
| <b>ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS, ETC.)</b> Please identify any or all impacts this proposed action would have on the City budget and/or personnel resources. |                                                                |
| <b>BUDGET IMPACT</b>                                                                                                                                                                                 |                                                                |
| <b>ACTION PROPOSED</b>                                                                                                                                                                               |                                                                |



## **CITY COUNCIL MEETING AGENDA ITEM HISTORY/COMMENTARY**

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| <b>ITEM TITLE</b><br>CITY COUNCILOR COMMENTS                                                                                                                                                         | <b>AGENDA NO.</b><br><br><b>AGENDA DATE:</b> February 13, 2023 |
| <b>ITEM HISTORY (PREVIOUS COUNCIL REVIEWS, ACTION RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)</b>                                                                                                 |                                                                |
| <b>ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS, ETC.)</b> Please identify any or all impacts this proposed action would have on the City budget and/or personnel resources. |                                                                |
| <b>BUDGET IMPACT</b>                                                                                                                                                                                 |                                                                |
| <b>ACTION PROPOSED</b>                                                                                                                                                                               |                                                                |

# City of Lewiston

## APPLICATION FOR ADVISORY COMMISSION/BOARD

Date: 12/18/2022

Commissions/Boards applying for: Parks and recreation - But, interested in any vacancy

Name: Philippi, Kayleigh, M

Last

First

MI

Telephone (Home): (208) 866 9314

Work Telephone: \_\_\_\_\_

E-Mail Address: kayleighphilippi04@gmail.com

Address 4946 N. Starry Night Ave. Meridian, ID 83646

Number

Street

City

State

Zip

If residing in Lewiston, for how long? I am a Freshman at LC state. I will be residing in Lewiston for the next 4 years. \_\_\_\_\_

Employer: Fred Meyer - Currently on LOA for school.

Occupation: Grocery Clerk

Do you have any activities, commitments, or responsibilities that may prevent you from meeting commission or board attendance requirements? N/A

Please note any paid or volunteer work, hobbies, special interests, or offices held that may relate to the position(s) for which you have applied (use extra paper if needed).

I was on the Solid Waste Advisory Commission for the City of Meridian for 1 year/term. I served as the youth commissioner and represented the youth of Meridian on SWAC.

I volunteer for Ada County Elections as a poll worker every municipal, general, and local election. I'm very involved in my communities.

What strengths do you feel you could bring to the boards/commissions for which you are applying?

- A young person/ student outlook and input on change in the city.
- Courtesy and respect when deliberating topics, keeping the best interests of Lewiston residents in mind.

Please list below the names and telephone numbers of two persons who can serve as a personal reference for you:

Name: Steve Cory - SWAC Chairman

Telephone (email): stcory@q.com

Name: Sayard Schultz - Solid Waste Coordinator

Telephone: (208)606-2036



Send completed application to the attention of Kari Ravencroft, City Clerk, City of Lewiston, City Hall, 1134 "F" Street, P. O. Box 617, Lewiston, ID 83501. For more information, please call 746-3671, Ext. 6203. Thank you for your interest!

# City of Lewiston

## APPLICATION FOR ADVISORY COMMISSION/BOARD

Date: 1/5/2023

Commissions/Boards applying for: Planning & Zoning

Name: Anderson Maureen S  
Last First MI

Telephone (Home): 208-790-8154

Work Telephone: 208-746-7022

E-Mail Address: ma-soloeam@yahoo.com

Address 3510 11<sup>th</sup> St C Lewiston ID 83501  
Number Street City State Zip

If residing in Lewiston, for how long? 7 years

Employer: Simon Audiology

Occupation: Clinic Manager

Do you have any activities, commitments, or responsibilities that may prevent you from meeting commission or board attendance requirements? No

Comments: N/A

Please note any paid or volunteer work, hobbies, special interests, or offices held that may relate to the position(s) for which you have applied (use extra paper if needed).

See attached

What strengths do you feel you could bring to the boards/commissions for which you are applying?

See attached

Please list below the names and telephone numbers of two persons who can serve as a personal reference for you:

|      |                      |           |                     |
|------|----------------------|-----------|---------------------|
| Name | <u>Gabe Iacoboni</u> | Telephone | <u>208-755-9246</u> |
| Name | <u>Joe Gish</u>      | Telephone | <u>253-951-9220</u> |

Send completed application to the attention of Kari Ravencroft, City Clerk, City of Lewiston, City Hall, 1134 "F" Street, P. O. Box 617, Lewiston, ID 83501. For more information, please call 746-3671, Ext. 6203. Thank you for your interest!

City of Lewiston  
Application for Advisory Commission/Board  
Supplemental Responses for Maureen Anderson

Paid/Volunteer work, etc. that may relate to the position:

I feel that my volunteer work as a co-founder of Lewiston SMART gave me a great deal of insight as to both the needs of the Lewiston Community and the operational structure of the City of Lewiston. Throughout the 10 months of petitioning and campaigning, I had the opportunity to speak with thousands of community members and was given extensive insight into citizen's concerns, as well as their desires. We live in an amazing community and most of it's citizens want to see us maintain a solid balance of growth and quality of life.

I also have a strong background of community involvement, both with the City of Lewiston as a member of the LC Sunshine Rotary and with my previous communities. While living in Island City, Oregon, I was a member of Kiwanis, on the board for Shelter From the Storm, and served on the Financial Advisory Board for the City of Island City.

What strengths I could bring to the Planning and Zoning Commission:

I feel that I have an innate ability to be able to look past my own personal opinions and see the needs of those around me. I have been able to maintain open channels of communication to members of the community that were formed through the Strong Mayor campaign and often have open discussions with those I met through that process about what needs to be done to move Lewiston forward. I consider myself to be not only analytical in my abilities to decipher and apply information, but compassionate towards those whom my decisions may affect. I strongly believe that taking a balanced approach is what allows me the ability to communicate effectively with the people I interact with. I would like to be able to bring that balanced approach to the Commission.