Lewiston Public Works Advisory Commission
REGULAR MEETING AGENDA
September 13, 2023 - 12:00 PM
Bell Building 2nd Floor Meeting Room - 215 D Street
Lewiston, Idaho 83501

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

I. CALL TO ORDER

II. CITIZEN COMMENTS

This is an opportunity for citizens to address the Commission on agenda items or other items they wish to bring to the attention of the Commission or Staff. Comments may be made: (1) in-person, (2) by emailing publicworks@cityoflewiston.org, or (3) by calling 208-746-1316 extension 6 and leaving a message. Comments submitted by email or phone will be forwarded to the Public Works Advisory Commission. If you would like your comment to be read out loud during the meeting, please so indicate in your message.

III. CONSENT AGENDA

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

A. APPROVAL OF AUGUST 9, 2023 MEETING MINUTES: - Action Item

IV. ACTIVE AGENDA

A. CLEARWATER COMPOSTING YARD WASTE AND BIOSOLIDS AGREEMENTS: An overview of the Yard Waste and Biosolids agreements (Resolution 2014-11) with Clearwater Composting. (Dustin Johnson)

B. 2020 LEWISTON TRANSPORTATION PLAN: An overview of the 2020 Lewiston Transportation Plan (Resolution 2021-12) adopted in 2021. (Luke Antonich)

V. ITEMS MOVED FROM THE CONSENT AGENDA

VI. UPCOMING EVENTS/MEETINGS

A. REGULAR MEETING: OCTOBER 11, 2023: Query of Commissioners to attend the next regularly scheduled meeting. Virtual attendance can be accommodated provided enough notice is given to staff.

VII. UNFINISHED & NEW BUSINESS

A. **VACANT SEAT:** The Commission must decide if they want to revisit previous applicants or if they want to keep the vacant seat open until filled. - Action Item

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

C. **STAFF LIAISON COMMENTS**

D. **FUTURE AGENDA ITEMS**

VIII. ADJOURNMENT

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, please contact Public Works Specialist Haley Kelley at least 48-hours in advance of the meeting time at (208) 746-1316 ext. 0 or publicworks@CityofLewiston.org.

The PUBLIC WORKS ADVISORY COMMISSION met in the Bell Building 2nd Floor Meeting Room at 215 "D" Street. Council Liaison and Chair Kathy Schroeder called the meeting to order at approximately 12:01 p.m. Commission members present at the time Chair Schroeder called the meeting to order included Vice-Chair Kelly and Commissioners Wright, Rehder, and Bourassa.

Public Works Advisory Commission meetings are recorded live. To view the full video, go to https://www.youtube.com/live/lFdKzBltVmQ?si=HQMjmbgffzsbc3D4

I. CALL TO ORDER

COMMISSIONERS PRESENT: Vice-Chair Kevin Kelly, Laura Wright, Ryan Rehder, and Brent Bourassa
COMMISSIONERS ABSENT: Kayleigh Philippi

CITY COUNCIL LIAISON PRESENT: Councilor Kassee Forsmann, Councilor and Chair Kathy Schroeder

STAFF MEMBERS PRESENT: Haley Kelley, Public Works Specialist; Aaron Butler, IT

Public Works Specialist Kelley informed the Commission that, due to his appointment during the August 7, 2023 City Council meeting, after the agenda had been posted on August 2, 2023, a motion could be made to amend the agenda to include an introduction of newly appointed Public Works Advisory Commissioner Brent Bourassa.

Commissioner Wright and Vice-Chair Kelly moved and seconded, respectively, to amend the agenda to add an introduction of new Public Works Advisory Commissioner Brent Bourassa. The motion carried 3-0.

II. INTRODUCTION OF NEW COMMISSIONER BRENT BOURASSA

Commissioner Bourassa introduced himself to the commission.

III. CITIZEN COMMENTS

None.

IV. CONSENT AGENDA

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

Commissioner Wright and Vice-Chair Kelly moved and seconded, respectively, approval of the Consent Agenda. The motion carried 4-0.

A. APPROVAL OF JULY 12, 2023 MEETING MINUTES: - Action Item

V. PRESENTATION

A. COMPREHENSIVE PLAN REWRITE - PHASE 2 SURVEY:
Katie Hollingshead, Assistant City Planner, provided an overview of Envision Lewiston 2044 and explained that the Phase I survey was conducted during the commission's formation but that the Phase II survey is being presented now that the commission is established. Ms. Hollingshead distributed the Phase II survey to the

commission and walked them through completing and submitting their responses. She explained that the Phase II survey can be found on the City website and in-person at the Lewiston Farmers Market on August 26, 2023 and September 16, 2023. The survey closes September 17, 2023.

VI. DISCUSSION ITEMS

B. FUTURE AGENDA PLANNING: *Discussion to assist staff in planning future agendas.* - Action Item

Public Works Specialist Kelley explained that due to a staff availability issue, the planned agenda topic for this meeting was delayed and this meeting pivoted into a planning session for future agendas instead. The Commission decided on the following schedule for the remaining meetings in calendar year 2023:

September 13, 2023
- Clearwater Composting Contract
- 2020 Lewiston Transportation Plan

October 11, 2023
- 2024 Transportation Capital Improvement Plan (CIP) Update
- Winter Storm Event Response Plan/Policy

November 8, 2023
- Speed Limits/Traffic Engineering
- Draft Traffic Calming Policy

December 13, 2023
- Municipal Separate Storm Sewer System (MS4) Permit

Commissioner Wright requested staff draft the letter to the Washington State Department of Transportation regarding the stormwater drainage capacity on the Blue Bridge. Commissioner Rehder requested that the East Orchards Sewer project be a future item presented to the commission.

VII. UPCOMING EVENTS/MEETINGS

A. REGULAR MEETING: SEPTEMBER 13, 2023: *Query of Commissioners to attend the next regularly scheduled meeting.* - Action Item

Commissioner Bourassa notified the commission that he would be absent from this meeting. Commissioner Rehder said that he may be able to attend remotely.

B. CITY COUNCIL REGULAR SESSION: AUGUST 14, 2023:
Public Works Specialist Kelley informed the commission that the Fiscal Year 2023 Budget Amendments and Fiscal Year 2024 Annual Appropriation ordinances would undergo their first reading along with the public hearings for fiscal year 2024 user fee rate resolutions.

C. CITY COUNCIL SPECIAL SESSION: AUGUST 21, 2023:
Public Works Specialist Kelley informed the commission that the Fiscal Year 2023 Budget Amendments and Fiscal Year 2024 Annual Appropriation ordinances would

undergo their second reading.

D. CITY COUNCIL REGULAR SESSION: AUGUST 28, 2023:
Public Works Specialist Kelley informed the commission that the Fiscal Year 2023 Budget Amendments and Fiscal Year 2024 Annual Appropriation ordinances would undergo their third reading.

VIII. UNFINISHED & NEW BUSINESS

A. BOARD MEMBER COMMENTS: *Comments should not be related to an item currently before the Commission or an item that may come before the Commission in the foreseeable future, and should be limited to comments, not discussion.*

Commissioner Wright commended Public Works staff for their work on the High Reservoir repair. Chair Schroeder shared that a positive outcome of the Irrigation Restrictions was rethinking irrigation use and the types of gardening best suited for less irrigation.

Commissioner Rehder attended the Urban Renewal Agency (URA) meeting regarding the East Orchards Sewer project and expressed the possibility of playing a part in that future planning.

Councilor Forsmann expressed excitement about future discussions.

B. STAFF LIAISON COMMENTS:

None.

IX. ADJOURNMENT

There being no further business, Vice-Chair Kelly and Commissioner Rehder moved and seconded, respectively, to adjourn the meeting. The motion carried 4-0 and the Public Works Advisory Commission adjourned at approximately 1:23 p.m.

RESPECTFULLY SUBMITTED,

Haley Kelley,
Recording Secretary

Chairperson or Acting Chairperson
Public Works Advisory Commission

Approved this ____ day of _____, 2023

PUBLIC WORKS ADVISORY COMMISSION MEETING
AGENDA ITEM HISTORY/COMMENTARY

ITEM TITLE	**AGENDA NO.** 6
Clearwater Composting Yard Waste and Biosolids Agreements	**AGENDA DATE:** September 13, 2023

ITEM HISTORY (PREVIOUS COUNCIL REVIEWS, ACTION RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)

Approved by City Council on March 10, 2014, Resolution 2014-11 consists of two agreements between the City and Latah Sanitation, Inc. (Clearwater Composting) for composting of biosolids and yard waste.

ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS, ETC.) Please identify any or all impacts this proposed action would have on the City budget and/or personnel resources.

The Yard Waste and Biosolids agreements with Latah Sanitation (Clearwater Composting) will terminate December 31, 2024 unless the City provides a written notice of its desire to extend the contract an additional five (5) years to Latah Sanitation, Inc. on or before December 31, 2023.

BUDGET IMPACT

ACTION PROPOSED

RESOLUTION 2014-11

A RESOLUTION APPROVING TWO AGREEMENTS BETWEEN THE CITY OF LEWISTON, AN IDAHO MUNICIPAL CORPORATION, AND LATAH SANITATION, INC., AN IDAHO CORPORATION, FOR THE PROVISION OF COMPOSTING OF BIOSOLIDS AND YARD WASTE; AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, SAID AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1: That two Agreements between the City of Lewiston and Latah Sanitation Inc., for the provision of composting biosolids and yard waste for the City of Lewiston are hereby approved and copies are attached and by this reference made a part of this resolution.

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

SECTION 3: That this resolution shall take effect and be in force from and after its passage and approval.

DATED this 24th day of February 2014.

CITY OF LEWISTON

By: _____
James Kleeburg, Mayor

ATTEST: _____
Kari J. Ravencroft, City Clerk

2014 LEWISTON
BIOSOLIDS CONTRACT

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BIOSOLIDS CONTRACT

This Contract, entered into this 27th day of February 2014, by and between the CITY OF LEWISTON, a municipal corporation of the State of Idaho, hereinafter "CITY," and LATAH SANITATION, INC., hereinafter "CONTRACTOR."

An open and competitive process to procure this Contract has been completed. Prior to the issuance of requests for proposals, the CITY established objective criteria to be used in evaluating and selecting the preferred applicant, including experience in management and comparable projects, references, safety, ability to procure insurance, technical proposals, including, organics processing and marketing, transportation and disposal facilities, customer service and public education, litigation and regulatory compliance including demonstrating ability to track and comply with changes in law, community involvement and financial stability, including ability to finance, strength of company, and reasonableness of costs. Several proposals were submitted. CITY reviewed the proposals and made such investigations as it deemed necessary and appropriate to ensure that cost effective, quality service be provided to CITY. CITY awards this Contract based upon the level of service proposed, historical evidence as to the quality of service, documentation submitted and the results of the review process.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Contract and for other good and valuable consideration, the CITY and CONTRACTOR agree as follows:

SECTION 1: PERFORMANCE

CONTRACTOR hereby agrees to accept all biosolids generated by CITY'S wastewater treatment facility.

CITY shall direct all biosolids to the site designated by CONTRACTOR.

CITY and CONTRACTOR shall comply with all applicable provisions of 40 CFR Part 503 and all other applicable federal, state and local regulations with respect to the generation, handling, storage, transportation, disposal and sale or use of biosolids and composted biosolids final product.

CITY and CONTRACTOR shall comply with all other applicable Federal, State, and local statutes, rules, regulations and ordinances in the operation of their respective sites and facilities and shall not cause or create any violations at those sites.
CONTRACTOR shall be responsible for the operations of the site designated for accepting biosolids, including the onsite inspection, sorting, acceptance or rejection of

biosolids, in accordance with all applicable statutes and regulations of all governmental regulatory agencies. CITY will perform quarterly inspections of the designated site as provided in the CFR 40 Part 503.

CONTRACTOR agrees to process all of CITY's dewatered biosolids received from the CITY at fourteen (14%) to sixteen (16%) percent dry solids.

CONTRACTOR shall comply with the specific performance requirements and provisions as set forth in this section applicable to the handling and processing of CITY and its participating Comminglers Biosolids at CONTRACTOR'S facility.

CONTRACTOR shall operate its composting facility in accordance with a Non-Municipal Solid Waste Operation Plan (IDAPA 58.01.06) approved by the North Central District Health Department.

CONTRACTOR shall operate its composting facility in accordance with an Operating and Odor Control Plan approved by the North Central District Health Department. (*See,* Appendix B, attached; Odor Control Plan is detailed in the Operations Plan, Appendix A, approved by NCDHD).

CITY and CONTRACTOR are required to provide biosolids sample results utilizing sampling methods contained in Test Methods for Evaluating Solid Waste, Physical/Chemical Methods, EPA Publication SW-846, pursuant to the requirements of 40 CFR Part 503. For those parameters that are required to be tested, but do not appear in the SW-846 Test Methods, testing shall be conducted using 40 CFR Part 136 approved methods.

SECTION 2: TERM OF CONTRACT

TERM: The Term of this Contract shall commence July 1, 2014, and terminate December 31, 2024. The term of the Contract shall be for ten (10) years. On or before December 31, 2023, in its sole discretion, CITY may provide written notice of its desire to extend the Contract for an additional five (5) years until December 31, 2029. Before December 31, 2028, in its sole discretion, CITY may provide written notice of its desire to extend the Contract for another additional five (5) years until December 31, 2034. No further extensions shall be permitted. Any written notice required by this Contract shall be served by certified or registered mail, return receipt requested.

ORDINARY AND NECESSARY EXPENSE

These essential services are ordinary and necessary for health, safety and welfare of the citizens of the City of Lewiston.

SECTION 3: PERFORMANCE BOND/LETTER OF CREDIT

CONTRACTOR shall furnish security or a letter of credit for the faithful performance of this Contract for the contract year 2014, and for each subsequent year. Such security or letter of credit shall cover all services provided to CITY and shall be in an amount of seventy-five thousand ($75,000) dollars. Said security or letter of credit shall be furnished on return of the executed Contract to CITY and shall indemnify CITY against any failure of CONTRACTOR to perform this Contract. The total liability of CONTRACTOR for failure to perform shall not exceed the total of the Performance Bond.

All bonds required hereunder may be combined with the bonds provided under the Yard Waste Contract.

SECTION 4: INSURANCE

A Certificate(s) of insurance acceptable to CITY shall be filed with the City Clerk prior to commencement of the Contract. Said Certificate(s) shall contain a provision that coverage afforded under the policies will not be cancelled unless at least thirty (30) days prior written notice has been given to CITY. Only CITY'S form of Certificate of Insurance shall be accepted.

During the term of this Contract, CONTRACTOR shall procure and maintain liability and worker's compensation insurance at their own expense in an amount and as specified below. All policies shall list CITY as an additional named insured. Liability insurance required under this Contract may be combined with insurance provided under the Yard Waste Contract.

GENERAL PUBLIC LIABILITY AND PROPERTY DAMAGE: CONTRACTOR'S shall maintain Comprehensive General Public Liability and Property Damage Insurance, including vehicle coverage, protecting it from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under this Contract, including any performance of subcontractors or anyone directly or indirectly employed by CONTRACTOR or by a subcontractor.

Any injury and/or damage caused to public or private properties by CONTRACTOR shall be the sole responsibility of CONTRACTOR and shall be repaired or replaced in a time and manner approved by CITY. If such injury and/or damage is not corrected within the time or in the manner approved by CITY, CITY may choose to have such injury and/or damage corrected and the cost for correction shall be charged to the CONTRACTOR. Insurance shall be written with a limit of liability of not less than two hundred fifty thousand ($250,000) dollars for property damage sustained by a single person in any

single incident. A limit of liability of not less than two hundred fifty thousand ($250,000) dollars aggregate for any damage sustained by two or more persons in any single incident.

BODILY INJURY: General liability and comprehensive insurance shall be maintained with a policy limit of not less than five hundred thousand ($500,000) dollars for bodily injury, including death, for any incident involving one person. A limit of liability of not less than five hundred thousand ($500,000) dollars aggregate for any single incident involving two or more persons. CONTRACTOR shall also carry excess liability or umbrella liability coverage of at least one million ($1,000,000) dollars with CITY listed as a named insured. This comprehensive general public liability and property damage insurance shall be an "occurrence" or "open ended" type policy protecting the public and CITY after termination of premium payments.

WORKERS' COMPENSATION: During the term of this Contract, CONTRACTOR shall procure and maintain, at its own expense, Workers' Compensation Insurance, including occupational disease provisions, which complies with Idaho law, for all of CONTRACTOR'S employees and shall require each subcontractor to provide Workers' Compensation Insurance, including occupational disease provisions for all of subcontractor's employees unless such employees are covered by CONTRACTOR'S Workers' Compensation policy. In case there are any employees engaged in hazardous work under this Contract and are not covered by Workers' Compensation Insurance, CONTRACTOR and each subcontractor shall provide adequate and suitable insurance for the protection of those employees. Proof of such coverage shall be provided to CITY.

SECTION 5: INDEMNIFICATION

CONTRACTOR shall indemnify and hold CITY and its agents and employees harmless from and against all claims, damages, losses, expenses, penalties and/or fines, including attorney's fees and costs arising out of or resulting from CONTRACTOR'S performance of the Contract, attributable to negligent or willful acts or omissions, including violation of any permit by CONTRACTOR and/or any subcontractor or any employee or agent of CONTRACTOR or a subcontractor.

SECTION 6: OPERATION

During the term of this Contract, CONTRACTOR shall provide sufficient personnel and equipment to meet the requirements of this Contract. Operation shall be seven days a week to meet the CITY'S yard waste disposal needs. Hours of operation shall be 8:00 a.m. to 4:30 p.m. Operation days and hours shall coincide with CITY'S Solid Waste Transfer Station operation hours. CONTRACTOR shall not be required to operate on the following holidays:

New Year's Day	Thanksgiving Day	Independence Day
Memorial Day	Christmas Day	Labor Day

Should CONTRACTOR elect to operate on one or more of the above holidays, CONTRACTOR shall notify CITY thirty (30) days in advance of the holiday.

CONTRACTOR shall maintain a local telephone number and a contact employee or agent. CONTRACTOR shall provide name, telephone number(s), and address to the CITY. In addition, CONTRACTOR shall provide a telephone number for 24/7 emergency contact.

CONTRACTOR retains the right to be flexible, amending operating stratums as needed to ensure maximum efficiency, a quality product and trying new operational methods. From time to time, CONTRACTOR may amend Operations Plan with Public Health – North Central District Health Department to reflect significant operational changes.

CUSTOMER SERVICE: CONTRACTOR shall provide two (2) phone lines during the transition phase of the program as well as during ongoing operations.

EDUCATION: CONTRACTOR shall provide an ongoing public education program consisting of the following.

1. Working with existing media outlets to promote composting.
2. Providing composting information at community events.
3. Working with and making presentations to civic organizations to promote composting.
4. Providing tours of the new composting facility.
5. Providing composting information to area schools.
6. Generating displays that can be set up at various public buildings such as libraries, governmental entities and schools.
7. Developing information brochures that can be distributed throughout the community including businesses and public buildings.
8. Providing community workshops in conjunction with public or civic groups on backyard and worm composting.

SECTION 7: SITE

At its expense, and in accordance with Federal, State, county and municipal codes, CONTRACTOR shall provide a disposal site and all site improvements including site

grading, electrical, telephone, water, sewer, or septic tank, and adequate ingress and egress. The CONTRACTOR shall be responsible for site security and site maintenance, including weed and litter control.

Any future supplemental land application or disposal site shall be included by addendum to this Contract.

SECTION 8: RECORDS – DISPOSAL RECEIPT

CONTRACTOR shall be responsible for all record keeping at the designated site.

CONTRACTOR shall maintain a record of all biosolid waste received. All vehicles shall be weighed in and out and a disposal receipt generated. The weight ticket shall include the following information: Name, Date and Gross, tare and net weight.

CITY is required to submit an Annual Biosolids Report to the EPA in February of each year. On or before January 15th of each contract year, CONTRACTOR shall submit all records necessary for CITY to complete the report. Such annual report shall cover site activities during the previous year and shall include the following information:
-Name and address of the facility.
-Calendar year covered by the report.
-Annual quantities of municipal wastewater biosolids and bulking agent processed and composted biosolids product produced.
-Results of required monitoring.

SECTION 9: PAYMENT

CONTRACTOR shall provide CITY a monthly billing statement indicating the total monthly volume and payment amount due. The monthly statement shall be accompanied with a record of the individual disposal receipts required by Section 8. Each billing must be submitted to CITY by the tenth day of the month for timely processing CITY. False or altered disposal receipts shall be cause for Contract termination within the provisions of Section 13, Failure to Perform.

SECTION 10: MODIFICATION TO FEES

In conformance with any applicable City Code or other law, City will adjust fees as soon as practicable in the case of any of the following events:

CHANGES IN SCOPE OF SERVICE. By providing notice to the other party, CITY or CONTRACTOR may request to change or modify services, or add new composting services directly related to services provided by CONTRACTOR. CITY and CONTRACTOR

will use reasonable business efforts to review and comment on, and approve or disapprove the proposal within thirty (30) days of receipt of notice. CITY and CONTRACTOR may mutually agree to extend the time period for review due to the complexity of the scope of service modification under consideration, the time needed for the review or approval, or other reasonable justifications. Nothing in the Contract shall prohibit CITY from securing additional services not directly related to services provided by CONTRACTOR from other providers.

At the request of CITY, CONTRACTOR shall promptly provide operating and business records that are reasonably required to verify the soundness and accuracy of the impacts associated with a change in scope of services. CONTRACTOR shall fully cooperate with the CITY'S request and provide CITY and its agent(s) copies of or access to CONTRACTOR'S records.

This Contract shall be amended to incorporate any modification or additional services agreed upon by the parties.

UNCONTROLLABLE CIRCUMSTANCES.

Uncontrollable circumstances, including changes in the applicable law, are those which increase CONTRACTOR'S cost of providing services in a manner and to such an extent that the cost changes could not be reasonably anticipated. Insurance that is required by this Agreement shall be applied to mitigate uncontrollable costs. The annual service fee adjustments set forth below shall be used to adjust all other cost increases.

ANNUAL SERVICE FEE ADJUSTMENTS. Beginning April 2015 and in April of each succeeding Contract year, CITY will calculate the increase or decrease in the service fee effective for the next contract year commencing July 1, in accordance with the provisions of this section. The service fee includes all CONTRACTOR'S direct costs, indirect costs, plus profit or return of providing services.

Annual service fee shall be adjusted by one hundred (100%) percent of the annual percentage change in the C-CPI-U. The service fee includes all CONTRACTOR'S direct costs, indirect costs, plus profit or return of providing services.

CONTRACTOR acknowledges that it shall have no right to an increase in service fees except in the events described in this subsection.

DEFINITIONS

Annual Percentage Change: the annual index value for the Index Year preceding the calculation of adjusted Service Fee (*Index Year 2)*, minus the annual index value for the

next preceding Index Year (*Index Year 1*), divided by the annual index figure for the next preceding Index Year (*Index Year 1*).

C-CPI-U: the chained consumer price index Series ID SUUR0000SA0L1E, U.S. CITY Average, all items less food & energy (not seasonally adjusted), Base Period DECEMBER 1999=100, as published by the U.S. Department of Labor / Bureau of Labor Statistics.

Index Year: is April 1 through March 31. (*For purposes of examples Index Year 1 means April 1, 2012 through March 31, 2013.* Index Year 2 *means April 1, 2013 through March 31, 2014.*)

The parties agree that interim/preliminary indexes shall be considered final indexes for the purpose of annual CONTRACTOR payment adjustments, and both parties agree not to pursue any further CONTRACTOR payment adjustments based on any revision of interim/preliminary indexes.

SECTION 11: SCALES

On the effective date of this Contract, CONTRACTOR shall have in operation a sixty (60') foot scale. Said scale shall be certified annually on or before the contract effective date, and shall be used to weigh the CITY'S commingler's biosolids disposal vehicles.

SECTION 12: FAILURE TO PERFORM

Except in the event of Acts of God, should CONTRACTOR fail to perform any duties required by this Contract, CITY may provide written notification to CONTRACTOR of such failure, detailing the nature of the failure. CONTRACTOR shall initiate corrective measures within twenty-four (24) hours of such notification and completely correct any failure within ninety days (90) of notification.

If CONTRACTOR does not correct a failure to perform within the time limits set out above, or fails to provide a reason for noncompliance to the satisfaction of the CITY, CITY may declare CONTRACTOR in default of this Contract and notify CONTRACTOR to discontinue any further service under this Contract. A copy of said notice shall be sent to CONTRACTOR and the surety for CONTRACTOR'S performance bond. Upon receipt of such notice, CONTRACTOR agrees that it shall promptly discontinue work, Within ten (10) days of receipt of notification of non-performance, Surety may, at its option, assume the work which CITY has ordered discontinued and proceed to perform the Contract with a firm or contractor acceptable to CITY. Surety shall be solely responsible for the cost of continuing work in compliance with the terms and conditions of this Contract. Pending consideration by the Surety of the option to assume CONTRACTOR'S work, CITY may perform the work and employ such force as it may deem necessary to continue the work. The cost of all labor and materials necessary for such work shall be

paid by CITY out of the monies then due CONTRACTOR or any other funds which may be future payments to CONTRACTOR, including collection on the letter of credit.

In the event that the Surety fails to exercise its option within the ten (10) day period, either by day labor, or by relenting the same, CITY may complete the work or any part thereof, either by employing such force as it may deem necessary to continue the work, or by relenting the same. Should CITY choose to perform the work, CITY may procure vehicles, equipment and facilities necessary for the completion of the work. The cost of all labor, materials and reasonable costs necessary for such work shall be paid by CITY out of the monies then due CONTRACTOR or any other funds which may be future payments to CONTRACTOR, including the letter of credit.

CITY shall be entitled to recover from CONTRACTOR and its Surety, as damages, all expenses incurred, including reasonable attorney fees, any further damages as CITY may incur together with such additional sums as may be necessary to complete the work up to a maximum of seventy-five thousand ($75,000) dollars.

Notwithstanding the provisions of this section, a delay or interruption in the performance of all or any part of the contract resulting from Acts of God beyond CONTRACTOR'S control, shall not be deemed to be a default of the Contract and the rights and remedies of CITY provided for herein shall be inapplicable.

SECTION 13: NOTIFICATION OF SHUTDOWN

CONTRACTOR will be required to notify CITY in writing of any anticipated shutdown of its operation at least seventy-two (72) hours in advance. The notice shall be given to the Water and Wastewater Division Manager or his designee. CONTRACTOR shall immediately notify CITY of any emergency requiring shutdown of operations. All such notifications shall be made orally to the Water and Wastewater Division Manager or his designee and confirmed in writing.

CITY will be required to notify CONTRACTOR in writing of any anticipated shutdown of its operations at least seventy-two (72) hours in advance. CITY shall immediately notify the CONTRACTOR of any emergency requiring shutdown of operations. All such notifications shall be made orally to the CONTRACTOR and confirmed in writing to:

Latah Sanitation, Inc.
P.O. Box 8036
Moscow, Idaho 83843
(208) 882-5724

A local address and telephone number will be provided after the plant is in operation in Lewiston. Either party may change its address at any time upon written notice to the other party.

SECTION 14: REGULATIONS

CONTRACTOR shall keep itself fully informed of all existing and proposed federal, state, county and municipal laws, court or administrative rulings, ordinances, permits and regulations which affect those engaged or employed in the type of work covered by this Contract. CONTRACTOR shall at all times observe and comply with and shall cause all its agents and employees to observe and comply with applicable laws, ordinances, permits, regulations, orders or decrees, and, shall protect and indemnify CITY and all its officers, agents and employees, against any claim, loss or liability, arising or resulting from violation of any such laws, ordinances, permits, rules, regulations, order or decrees, whether by itself or by its agents or employees.

If any discrepancy or inconsistency is discovered in the contract documents for work in the relation to such laws, ordinances, permits, rules, regulations, orders or decrees, CONTRACTOR shall immediately report the violation to the CITY. Should CITY be made aware of any violation, CITY will immediately notify CONTRACTOR.

SECTION 15: ASSIGNMENT OF CONTRACT

This Contract may not be assigned in whole or in part except upon the written consent of the CITY Council. Any assignment shall be subject to approval by the City Council. Such approval shall not be unreasonably withheld.

SECTION 16: ASSOCIATION

Nothing in the contract is intended to, or shall be deemed to, constitute a partnership, association, or joint venture by CONTRACTOR and CITY.

SECTION 17: TAXES

CONTRACTOR shall be responsible for the payment of all federal, state, local or other taxes applicable to its property and operations.

SECTION 18: ACCESS TO CONTRACTOR'S FACILITIES

At all times during the term of this Contract, authorized CITY personnel and state and federal regulatory personnel shall have access to CONTRACTOR'S facilities for purposes of inspection and monitoring as required by CITY, state, and federal regulatory agencies.

SECTION 19: SIGNING AND SITE CONTROL

CONTRACTOR shall be responsible for all on-site directional and informational signing. All new and existing signs shall conform to CITY standards and shall be approved by CITY prior to installation.

SECTION 20: DISPUTE RESOLUTION

All disputes between CONTRACTOR and CITY shall be subject to mediation under Idaho Code §§ 9-801-814. Either party may demand mediation by serving a written notice stating the essential nature of the dispute and demanding that the mediation proceed within sixty (60) days of service of notice.

SECTION 21: AMENDMENT

This agreement may be amended by mutual consent of the parties. Any amendments shall be made in writing and executed by both parties

By the signatures of their duly elected officials, the parties cause this Contract to be executed on the date first written above.

CITY OF LEWISTON, IDAHO

By: _____
James Kleeburg, Mayor

ATTEST: _____
Kari J. Ravencroft, CITY Clerk

LATAH SANITATION, INC.

By: _____
Joseph J. Johnson, President

ATTEST: _____

SCHEDULE A

Biosolids fee per wet ton weight:

Per ton cost	$48.50

2014 LEWISTON YARD WASTE CONTRACT

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YARD WASTE CONTRACT

This Contract is entered into this 27th day of February 2014, by and between the CITY OF LEWISTON, a municipal corporation of the State of Idaho, hereinafter "CITY," and LATAH SANITATION, INC., an Idaho Company, hereinafter "CONTRACTOR."

An open and competitive process to procure this Contract has been completed. Prior to the issuance of requests for proposals, the CITY established objective criteria to be used in evaluating and selecting the preferred applicant, including experience in management and comparable projects, references, safety, ability to procure insurance, technical proposals, including, organics processing and marketing, transportation and disposal facilities, customer service and public education, litigation and regulatory compliance including demonstrating ability to track and comply with changes in law, community involvement and financial stability, including ability to finance, strength of company, and reasonableness of costs. Several proposals were submitted. CITY reviewed the proposals and made such investigations as it deemed necessary and appropriate to ensure that cost effective, quality service be provided to CITY. CITY awards this Contract based upon the level of service proposed, historical evidence as to the quality of service, documentation submitted and the results of the review process.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Contract and for other good and valuable consideration, CITY and CONTRACTOR agree as follows:

SECTION 1: PERFORMANCE

CONTRACTOR hereby agrees to accept all clean yard waste, including, grass clippings, leaves, tree trimmings, Christmas trees, hay, straw, manure and garden waste at its approved site from CITY, its designated haulers, and/or individual self-haulers, except as provided hereafter.

Yard waste delivered in plastic bags by CITY or its designated haulers shall only be accepted by CONTRACTOR during the months of November through March. CITY shall prohibit the use of plastic bags during all other months.

CITY and CONTRACTOR shall work together to implement a plan, which identifies individual self-haulers. Individual self-haulers, who are residents of the City or Nez Perce County and who pay a fee for garbage service to the City or the County shall not be charged a fee, all others shall be charged and it shall be the responsibility of CONTRACTOR to collect such fee

CONTRACTOR shall not be required to accept tree trimmings, including limbs, trunks and stumps, which are larger than six (6") inches in diameter and greater than six (6') feet in length.

CONTRACTOR shall perform services in a prompt, thorough, comprehensive, reliable, courteous, professional and safe manner. CONTRACTOR has the freedom and discretion to determine the means, manner or method of providing services.

CONTRACTOR acknowledges that in entering into this Contract, CITY is not responsible for supervising CONTRACTOR or for performing any services. CONTRACTOR is solely responsible for choosing the facilities used for processing yard waste materials. In addition, CITY is not the owner or title holder of any material collected, transported, processed, disposed of or otherwise handled by CONTRACTOR.

SECTION 2: TERM OF CONTRACT

TERM: The Term of this Contract shall commence July 1, 2014, and terminate December 31, 2024. The term of the Contract shall be for ten (10) years. On or before December 31, 2023, in its sole discretion, CITY may provide written notice of its desire to extend the Contract for an additional five (5) years until December 31, 2029. Before December 31, 2028, in its sole discretion, CITY may provide written notice of its desire to extend the Contract for another additional five (5) years until December 31, 2034. No further extensions shall be permitted. Any written notice required by this Contract shall be served by certified or registered mail, return receipt requested.

NON-APPROPRIATION CLAUSE: Notwithstanding any other provision of this Contract, all obligations of CITY under this Contract which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. CITY will deal with CONTRACTOR in good faith, but will not be subject to any penalty from CONTRACTOR or its Surety for failure to appropriate funds.

SECTION 3: PERFORMANCE BOND/LETTER OF CREDIT

CONTRACTOR shall furnish security or a letter of credit for the faithful performance of this Contract for the contract year 2014, and for each subsequent year. Such security or letter of credit shall cover all services provided to CITY and shall be in an amount of seventy-five thousand ($75,000) dollars. Said security or letter of credit shall be furnished on return of the executed Contract to CITY and shall indemnify CITY against any failure of CONTRACTOR to perform this Contract. The total liability of CONTRACTOR for failure to perform shall not exceed the total of the Performance Bond or letter of credit. CONTRACTOR shall renew the performance bond or letter of credit on an annual basis.

All bonds required by this Contract may be combined with the bonds required in the Bio-solids Contract.

SECTION 4: INSURANCE

A Certificate(s) of insurance acceptable to CITY shall be filed with the City Clerk prior to commencement of the Contract. Said Certificate(s) shall contain a provision that coverage afforded under the policies will not be cancelled unless at least thirty (30) days

prior written notice has been given to CITY. Only CITY'S form of Certificate of Insurance shall be accepted.

During the term of this Contract, CONTRACTOR shall procure and maintain liability and worker's compensation insurance at their own expense in an amount and as specified below. All policies shall list CITY as an additional named insured. Liability insurance required under this Contract may be combined with insurance provided under the Bio-solids Contract.

GENERAL PUBLIC LIABILITY AND PROPERTY DAMAGE: CONTRACTOR'S shall maintain Comprehensive General Public Liability and Property Damage Insurance, including vehicle coverage, protecting it from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under this Contract, including any performance of subcontractors or anyone directly or indirectly employed by CONTRACTOR or by a subcontractor.

Any injury and/or damage caused to public or private properties by CONTRACTOR shall be the sole responsibility of CONTRACTOR and shall be repaired or replaced in a time and manner approved by CITY. If such injury and/or damage is not corrected within the time or in the manner approved by CITY, CITY may choose to have such injury and/or damage corrected and the cost for correction shall be charged to the CONTRACTOR. Insurance shall be written with a limit of liability of not less than two hundred fifty thousand ($250,000) dollars for property damage sustained by a single person in any single incident. A limit of liability of not less than two hundred fifty thousand ($250,000) dollars aggregate for any damage sustained by two or more persons in any single incident.

BODILY INJURY: General liability and comprehensive insurance shall be maintained with a policy limit of not less than five hundred thousand ($500,000) dollars for bodily injury, including death, for any incident involving one person. A limit of liability of not less than five hundred thousand ($500,000) dollars aggregate for any single incident involving two or more persons. CONTRACTOR shall also carry excess liability or umbrella liability coverage of at least one million ($1,000,000) dollars with CITY listed as a named insured. This comprehensive general public liability and property damage insurance shall be an "occurrence" or "open ended" type policy protecting the public and CITY after termination of premium payments.

WORKERS' COMPENSATION: During the term of this Contract, CONTRACTOR shall procure and maintain, at its own expense, Workers' Compensation Insurance, including occupational disease provisions, which complies with Idaho law, for all of CONTRACTOR'S employees and shall require each subcontractor to provide Workers' Compensation Insurance, including occupational disease provisions for all of subcontractor's employees unless such employees are covered by CONTRACTOR'S Workers' Compensation policy. In case there are any employees engaged in hazardous work under this Contract and are not covered by Workers' Compensation Insurance, CONTRACTOR and each subcontractor shall provide adequate and suitable insurance

for the protection of those employees. Proof of such coverage shall be provided to CITY.

SECTION 5: INDEMNIFICATION

CONTRACTOR shall indemnify and hold CITY and its agents and employees harmless from and against all claims, damages, losses, expenses, penalties and/or fines, including attorney's fees and costs arising out of or resulting from CONTRACTOR'S performance of the Contract, attributable to negligent or willful acts or omissions, including violation of any permit by CONTRACTOR and/or any subcontractor or any employee or agent of CONTRACTOR or a subcontractor.

SECTION 6: OPERATION

During the term of this Contract, CONTRACTOR shall provide sufficient personnel and equipment to meet the requirements of this Contract. Operation shall be seven days a week to meet the CITY'S yard waste disposal needs. Hours of operation shall be 8:00 a.m. to 4:30 p.m. Operation days and hours shall coincide with CITY'S Solid Waste Transfer Station operation hours. CONTRACTOR shall not be required to operate on the following holidays:

New Year's Day	Thanksgiving Day	Independence Day
Memorial Day	Christmas Day	Labor Day

Should CONTRACTOR elect to operate on one or more of the above holidays, CONTRACTOR shall notify CITY thirty (30) days in advance of the holiday. CONTRACTOR shall maintain a local telephone number and a contact employee or agent. CONTRACTOR shall provide name, telephone number(s), and address to the CITY. In addition, CONTRACTOR shall provide a telephone number for 24/7 emergency contact.

Contractor will operate this site under the 40 CFR Part 503 Regulations and all other applicable federal, state and local regulations. Any additional testing, operation addendum or services requested by the City will be billed to the City.

CONTRACTOR retains the right to be flexible, amending operating stratums as needed to ensure maximum efficiency, a quality product and new operational methods. From time to time, CONTRACTOR may amend Operations Plan with Public Health – North Central District Health Department to reflect significant operational changes. The cost of any significant operational changes will be the responsibility of CONTRACTOR.

CUSTOMER SERVICE: CONTRACTOR shall provide two (2) phone lines during the transition phase of the program as well as during ongoing operations.

EDUCATION: CONTRACTOR shall provide an ongoing public education program consisting of the following.

1. Working with existing media outlets to promote composting.
2. Providing composting information at community events.
3. Working with and making presentations to local civic organizations to promote composting.
4. Providing tours of the new composting facility.
5. Providing composting information to area schools.
6. Generating displays that can be set up at various public buildings such as libraries, governmental entities and schools.
7. Developing information brochures that can be distributed throughout the community including businesses and public buildings.
8. Providing community workshops in conjunction with public or civic groups on backyard and worm composting.

SECTION 7: SITE

At its expense, and in accordance to federal, state, county and municipal codes, CONTRACTOR shall provide a disposal site and all site improvements including site grading, electrical, telephone, water, sewer, or septic tank, and adequate ingress and egress. The CONTRACTOR shall be responsible for site security and site maintenance, including weed and litter control.

SECTION 8: RECORDS – DISPOSAL RECEIPT

CONTRACTOR shall maintain a record of weights for all yard waste received. An individual record of each vehicle processed shall include the license plate number and gross vehicle weight with yard waste and tare vehicle weight minus yard waste.

SECTION 9: PAYMENT

CONTRACTOR shall provide CITY a monthly billing statement indicating the total monthly volume and payment amount due. The monthly statement shall be accompanied with a record of the individual disposal receipts required by Section 8. Each billing must be submitted to CITY by the tenth day of the month for timely processing CITY. False or altered disposal receipts shall be cause for Contract termination within the provisions of Section 13, Failure to Perform.

SECTION 10: MODIFICATION TO FEES

In conformance with any applicable City Code or other law, City will adjust fees as soon as practicable in the case of any of the following events:

CHANGES IN SCOPE OF SERVICE. By providing notice to the other party, CITY or CONTRACTOR may request to change or modify services, or add new composting services directly related to services provided by CONTRACTOR. CITY and CONTRACTOR

will use reasonable business efforts to review and comment on, and approve or disapprove the proposal within thirty (30) days of receipt of notice. CITY and CONTRACTOR may mutually agree to extend the time period for review due to the complexity of the scope of service modification under consideration, the time needed for the review or approval, or other reasonable justifications.

Nothing in the Contract shall prohibit CITY from securing additional services not directly related to services provided by CONTRACTOR from other providers.

At the request of CITY, CONTRACTOR shall promptly provide operating and business records that are reasonably required to verify the soundness and accuracy of the impacts associated with a change in scope of services. CONTRACTOR shall fully cooperate with the CITY'S request and provide CITY and its agent(s) copies of or access to CONTRACTOR'S records.

This Contract shall be amended to incorporate any modification or additional services agreed upon by the parties.

UNCONTROLLABLE CIRCUMSTANCES. Uncontrollable circumstances, including changes in the applicable law, are those which increase CONTRACTOR'S cost of providing services in a manner and to such an extent that the cost changes could not be reasonably anticipated. Insurance that is required by this Agreement shall be applied to mitigate uncontrollable costs. The annual service fee adjustments set forth below shall be used to adjust all other cost increases.

ANNUAL SERVICE FEE ADJUSTMENTS. Beginning April 2015 and in April of each succeeding Contract year, CITY will calculate the increase or decrease in the service fee effective for the next contract year commencing July 1, in accordance with the provisions of this section.

Annual service fee shall be adjusted by one hundred (100%) percent of the annual percentage change in the C-CPI-U. The service fee includes all CONTRACTOR'S direct costs, indirect costs, plus profit or return of providing services.

CONTRACTOR acknowledges that it shall have no right to an increase in service fees except in the events described in this subsection.

DEFINITIONS

Annual Percentage Change: the annual index value for the Index Year preceding the calculation of adjusted Service Fee (*Index Year 2)*, minus the annual index value for the next preceding Index Year (*Index Year 1*), divided by the annual index figure for the next preceding Index Year (*Index Year 1*).

C-CPI-U: the chained consumer price index (Series ID SUUR0000SA0L1E), U.S. CITY Average, all items less food & energy (not seasonally adjusted), Base Period DECEMBER 1999=100, as published by the U.S. Department of Labor / Bureau of Labor Statistics.

Index Year: is April 1 through March 31. (*For purposes of examples Index Year 1 means April 1, 2012 through March 31, 2013.* Index Year 2 *means April 1, 2013 through March 31, 2014.*)

The parties agree that interim/preliminary indexes shall be considered final indexes for the purpose of annual CONTRACTOR payment adjustments, and both parties agree not to pursue any further CONTRACTOR payment adjustments based on any revision of interim/preliminary indexes.

SECTION 11: PURCHASE OF COMPOST

CONTRACTOR shall annually provide two hundred fifty (250) cubic yards of compost to CITY at no cost to CITY. If CITY requires additional compost, CITY shall have the option to purchase compost at CONTRACTOR'S cost.

SECTION 12: SCALES

On the effective date of this Contract, CONTRACTOR shall have in operation a sixty (60') foot scale. Said scale shall be certified annually on or before the contract effective date, and shall be used to weigh the CITY'S yard waste from CITY vehicles, CITY contracted haulers and individual self-haulers.

SECTION 13: FAILURE TO PERFORM

Except in the event of Acts of God, should CONTRACTOR fail to perform any duties required by this Contract, CITY may provide written notification to CONTRACTOR of such failure, detailing the nature of the failure. CONTRACTOR shall initiate corrective measures within twenty-four (24) hours of such notification and completely correct any failure within ninety days (90) of notification.

If CONTRACTOR does not correct a failure to perform within the time limits set out above, or fails to provide a reason for noncompliance to the satisfaction of the CITY, CITY may declare CONTRACTOR in default of this Contract and notify CONTRACTOR to discontinue any further service under this Contract. A copy of said notice shall be sent to CONTRACTOR and the surety for CONTRACTOR'S performance bond, or CITY may collect on the letter of credit. Upon receipt of such notice, CONTRACTOR agrees that it shall promptly discontinue work, within ten (10) days of receipt of notification of non-performance, Surety may, at its option, assume the work which CITY has ordered discontinued and proceed to perform the Contract with a firm or contractor acceptable to CITY. Surety shall be solely responsible for the cost of continuing work in compliance with the terms and conditions of this Contract. Pending consideration by the Surety of the option to assume CONTRACTOR'S work, CITY may perform the work and employ such force as it may deem necessary to continue the work. The cost of all labor and materials necessary for such work shall be paid by CITY out of the monies then due CONTRACTOR or any other funds which may be future payments to CONTRACTOR and CITY may collect on the letter of credit to perform the work.

In the event that the Surety fails to exercise its option within the ten (10) day period, either by day labor, or by relenting the same, CITY may complete the work or any part thereof, either by employing such force as it may deem necessary to continue the work, or by relenting the same. The cost of all labor, materials and reasonable costs necessary for such work shall be paid by CITY out of the monies then due CONTRACTOR or any other funds which may be future payments to CONTRACTOR, including the letter of credit.

CITY shall be entitled to recover from CONTRACTOR and its Surety or by collection on the letter of credit, as damages, all expenses incurred, including reasonable attorney fees, any further damages as CITY may incur together with such additional sums as may be necessary to complete the work up to a maximum of seventy-five thousand ($75,000) dollars.

Notwithstanding the provisions of this section, a delay or interruption in the performance of all or any part of the contract resulting from Acts of God beyond CONTRACTOR'S control, shall not be deemed to be a default of the Contract and the rights and remedies of CITY provided for herein shall be inapplicable.

SECTION 14: NOTIFICATION OF SHUTDOWN

CONTRACTOR will be required to notify CITY in writing of any anticipated shutdown of its operation at least seventy-two (72) hours in advance. The notice shall be given to the Solid Waste Division Manager or his designee. CONTRACTOR shall immediately notify CITY of any emergency requiring shutdown of operations. All such notifications shall be made orally to the Solid Waste Division Manager or his designee and confirmed in writing.

CITY will be required to notify CONTRACTOR in writing of any anticipated shutdown of its operations at least seventy-two (72) hours in advance. CITY shall immediately notify the CONTRACTOR of any emergency requiring shutdown of operations. All such notifications shall be made orally to the CONTRACTOR and confirmed in writing to:

Latah Sanitation, Inc.
P.O. Box 8036
Moscow, Idaho 83843
(208) 882-5724

A local address and telephone number will be provided after the plant is in operation in Lewiston. Either party may change its address at any time upon written notice to the other party.

SECTION 15: REGULATIONS

CONTRACTOR shall keep itself fully informed of all existing and proposed federal, state, county and municipal laws, court or administrative rulings, ordinances, permits and regulations which affect those engaged or employed in the type of work covered by this Contract. CONTRACTOR shall at all times observe and comply with and shall cause all

its agents and employees to observe and comply with applicable laws, ordinances, permits, regulations, orders or decrees, and, shall protect and indemnify CITY and all its officers, agents and employees, against any claim, loss or liability, arising or resulting from violation of any such laws, ordinances, permits, rules, regulations, order or decrees, whether by itself or by its agents or employees.

If any discrepancy or inconsistency is discovered in the contract documents for work in the relation to such laws, ordinances, permits, rules, regulations, orders or decrees, CONTRACTOR shall immediately report the violation to the CITY. Should CITY be made aware of any violation, CITY will immediately notify CONTRACTOR.

SECTION 16: ASSIGNMENT OF CONTRACT

This Contract may not be assigned in whole or in part except upon the written consent of the CITY Council. Any assignment shall be subject to approval by the City Council. Such approval shall not be unreasonably withheld.

SECTION 17: ASSOCIATION

Nothing in this Contract is intended to, or shall be deemed to, constitute a partnership, association, or joint venture by CONTRACTOR and CITY.

SECTION 18: TAXES

CONTRACTOR shall be responsible for the payment of all federal, state, local or other taxes applicable to its property and operations.

SECTION 19: ACCESS TO CONTRACTOR'S FACILITIES

At all times during the term of this Contract, authorized CITY personnel and state and federal regulatory personnel shall have access to CONTRACTOR'S facilities for purposes of inspection and monitoring as required by CITY, state, and federal regulatory agencies.

SECTION 20: SIGNING AND SITE CONTROL

CONTRACTOR shall be responsible for all on-site directional and informational signing. All new and existing signs shall conform to CITY standards and shall be approved by CITY prior to installation.

SECTION 21: DISPUTE RESOLUTION

All disputes between Contractor and City shall be subject to mediation under Idaho Code §§ 9-801-814. Either party may demand mediation by serving a written notice stating the essential nature of the dispute and demanding that the mediation proceed within sixty (60) days of service of notice.

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This Contract may be amended by mutual consent of the parties. Any amendments shall be made in writing and executed by both parties

By the signatures of their duly elected officials, the parties cause this Contract to be executed on the date first written above.

CITY OF LEWISTON, IDAHO

By: _____
James Kleeburg, Mayor

ATTEST: _____
Kari J. Ravencroft, City Clerk

LATAH SANITATION, INC.

By: _____
Joseph J. Johnson, President

ATTEST: _____

SCHEDULE A

CITY CONTRACTOR Hauled	$43.75 per ton
Self-Haul	$43.75 per ton
Gate Fee: (For all Nez Perce County vehicles)	$ 1.04 per vehicle
Bag Removal (One annual payment)	$7,700.00 Annually

CONTRACTOR fees for compost shall be as follows.

Loading material - $0.50 cents per cubic yard
Screened material - $0.70 cents per cubic yard
Stored material - $0.10 cents per cubic yard

PUBLIC WORKS ADVISORY COMMISSION MEETING
AGENDA ITEM HISTORY/COMMENTARY

ITEM TITLE 2020 Lewiston Transportation Plan	**AGENDA NO.** 6 **AGENDA DATE:** September 13, 2023

ITEM HISTORY (PREVIOUS COUNCIL REVIEWS, ACTION RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)

In 2019, City Council approved an agreement with David Evans & Associates, Inc. (DEA) to prepare a City of Lewiston Transportation Plan ("Plan"). The Plan was intended to replace the City's 1996 macro and 1998 micro transportation plans, provide a methodology for project prioritization, and incorporate an appendix with a list of prioritized capital improvement projects to create a Transportation Capital Improvement Plan (CIP).

DEA finalized the draft Plan after document review and comments were received from the Transportation Plan steering committee, the Lewis Clark Valley Metropolitan Planning Organization (LCVMPO) Director, and City staff. The Plan included the Transportation CIP (Appendix J) and replaced the Lewiston Transportation Improvement Plan (LTIP) with a prioritized list of projects. Similar to the LTIP, the Transportation CIP is updated annually and requires adoption by the City Council. This annual update to the CIP includes a 30-day request to the public for new projects and/or changes to existing projects on the CIP, a 30-day public comment period on the proposed CIP update, an open house on the proposed CIP update, a public hearing on the proposed CIP update, and a request for adoption by City Council of the CIP update.

The 2020 Lewiston Transportation Plan, Resolution 2021-12, was adopted by City Council on February 22, 2021. The Transportation CIP will be presented to the Commission in further detail at the October monthly meeting.

ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS, ETC.) Please identify any or all impacts this proposed action would have on the City budget and/or personnel resources.

The Lewiston Transportation Plan ("Plan") defines transportation goals and objectives for the entire City. It includes a citywide analysis of existing and anticipated future transportation conditions, taking into account projected future growth, to identify transportation needs for the City over a 20-year horizon. The Plan results in the development of strategies and improvement projects to address the identified needs.

Lastly, the Plan functions as Chapter 10 of the Lewiston Comprehensive Plan (1999), guiding transportation related aspects of land use decision making by the Planning and Zoning Commission and

City Council and will be incorporated in the Envision Lewiston 2044 - Comprehensive Plan Update currently in progress. Any feedback pertaining to Transportation during this update to the Comprehensive Plan will be incorporated into the next Transportation Master Plan.

BUDGET IMPACT

ACTION PROPOSED

Please refer to the below link for the complete 2020 Lewiston Transportation Plan:

https://www.cityoflewiston.org/DocumentCenter/View/2820/2020-Lewiston-Transportation-Plan-PDF