



**Lewiston City Council
REGULAR MEETING AGENDA
September 25, 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's website at cityoflewiston.org.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. CITIZENS COMMENTS

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

IV. PUBLIC HEARINGS AND RELATED ACTION ITEMS

- A. PUBLIC HEARING VA-02-2023:** Accepting testimony on a request to vacate a section of the Bryden Avenue public right-of-way beginning at the east side of 18th Street and extending a distance of 476.00 feet east, with the condition that an alternate public right-of-way be dedicated in the final plat of the Canyon Crest South Addition that connects 18th Street to the remaining portion of Bryden Avenue not vacated in a location satisfactory to the City Engineer (City Surveyor Weigand)
- B. CONSIDERATION OF VA-02-2023:** Considering vacating the public right-of-way in VA-02-2023 conditioned upon the dedication of an alternate public right-of-way in the final plat of the Canyon Crest South Addition that connects 18th Street to the remaining portion of Bryden Avenue not vacated in a location satisfactory to the City Engineer prior to passage of the resolution implementing the vacation - Action Item (City Surveyor Weigand)

V. CONSENT AGENDA

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

- A. CITY COUNCIL MINUTES:** 9/11/2023 Special Work Session; 9/11/2023 Regular; 9/13/2023 Executive - Action Item
- B. ADVISORY BOARD/COMMISSION MINUTES:** 8/3/2023 Historic Preservation Commission; 7/26/2023 Planning and Zoning Commission; 6/13/2023 and 7/20/2023 Urban Renewal Agency - Action Item

- C. **VOUCHER'S PAYABLE:** Considering approval of the Voucher's Payable dated 08/25/2023 through 09/07/2023 for the amount of \$1,499,006.94 - Action Item
- D. **PRELIMINARY PLAT - CANYON CREST SOUTH ADDITION:** Considering the subdivision of approximately 9.4 acres of undeveloped property located on the east side of 18th Street, and north of Airway Avenue, into 56 lots, conditioned upon approval of VA-02-2023 - Action Item

VI. **ACTIVE AGENDA**

- A. **LEWIS-CLARK VALLEY METROPOLITAN PLANNING ORGANIZATION ADMINISTRATION AGREEMENT:** Considering approval of an agreement between the City of Lewiston and the Lewis Clark Valley Metropolitan Planning Organization (LCVMPO) for administrative services - Action Item (Community Development Director Grow)
- B. **COLLECTIVE BARGAINING AGREEMENT - FRATERNAL ORDER OF POLICE, LEWIS-CLARK LODGE #10:** Considering approval of a Collective Bargaining Agreement with the Fraternal Order of Police, Lewis-Clark Lodge #10, for the period of October 01, 2023 through September 30, 2026 - Action Item (Human Resources Director Province)
- C. **MODIE PARK MEMORANDUM OF UNDERSTANDING:** Considering approval of a Memorandum of Understanding between the City of Lewiston and the Modie Park Conservancy, Inc. regarding the development, maintenance and operation of the Ruth Rowell Modie Wildlife Park - Action Item (Parks & Recreation Director Barker)
- D. **ORDINANCES**
 - 1. **FIRST READING**
 - a. **ORDINANCE 4845:** Considering amending various sections in Lewiston City Code Chapter 24 related to general provisions under Article I, noise control and regulation under Article II, repealing and reserving Article III related to off-road vehicles, and graffiti abatement under Article IV - Action Item (Captain Klone)
 - b. **ORDINANCE 4883:** Considering amending various sections in Lewiston City Code Chapter 8 related to fines associated with animal violations and various sections in Chapter 35 related to fines with traffic and parking violations - Action Item (Captain Klone)
 - c. **ORDINANCE 4887:** Considering amending definitions in Sections 26-40 and 31-2 of the Lewiston City Code, amending Section 31-33 to require property owners to keep sidewalks abutting their property free and clear of encroachments from trees and shrubs, and amending various sections in Article II of Chapter 35.5 related to the encroachment and abatement of trees and shrubs in public rights-of-way - Action Item (Public Works Director Johnson)
 - d. **ORDINANCE 4899:** Considering amending various sections in Chapter 2 of the Lewiston City Code pertaining to the creation, membership, and powers and duties of the Development Impact Fee Advisory Committee - Action Item (Public Works Director Johnson)

- e. **ORDINANCE 4898**: Considering amending Section 31-75(1) of the Lewiston City Code related to encroachment permits and the associated fee - Action Item (Public Works Director Johnson)

2. FIRST, SECOND, AND THIRD READINGS

- a. **ORDINANCE 4900**: Considering the first, second and third readings of Ordinance 4900 to amend Section 42-1(b) of the Lewiston City Code to exclude from the definition of homeless shelter certain temporary warming facilities - Action Item

3. ADOPTION AND APPROVAL OF ORDINANCE SUMMARY

- a. **ORDINANCE 4900**: Considering adoption and approval of the Ordinance Summary - Action Item

VII. ITEMS MOVED FROM THE CONSENT AGENDA - Action Item

VIII. UNFINISHED AND NEW BUSINESS

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

B. CITY BOARDS AND COMMISSIONS LIAISON UPDATES

C. MAYOR COMMENTS

D. ADVISORY BOARD AND COMMISSION APPOINTMENTS

E. AGENDA TOPICS - Action Item

IX. ADJOURNMENT - Action Item

The City of Lewiston is committed to providing access and reasonable accommodation in its services, programs, and activities and encourages qualified persons with disabilities to participate. If you anticipate needing any type of accommodation or have questions about the physical access provided at this meeting, please contact the City Clerk's Office at least forty-eight (48) hours in advance of the meeting at 208-746-3671, ext. 6202.



CITY COUNCIL MEETING AGENDA ITEM HISTORY/COMMENTARY

ITEM TITLE PUBLIC HEARING VA-02-2023	AGENDA NO. IV.A. AGENDA DATE: September 25, 2023
ITEM HISTORY (PREVIOUS COUNCIL REVIEWS, ACTION RELATED TO THIS ITEM, OTHER PERTINENT HISTORY) The southerly side of this portion of Bryden Avenue right-of-way was dedicated to the public in May of 1910 as part of the plat of the Lewiston Orchards Tract No. Twelve. In June of 2007, the plat of The Estates at Canyon Crest – Phase I, dedicated the northerly side of the right-of-way. There is currently no improved public street within the subject right-of-way, and it appears that the historical use of the right-of-way is limited to access for the adjacent private properties, and movement of agricultural equipment between the adjacent farm fields. In some areas, adjacent property owners to the north are utilizing and maintaining portions of the public right-of-way as extensions of their yards. There have been requests from other adjacent landowners in the past to vacate portions of the Bryden Avenue right-of-way in this area. Concerns from the Public Works Department and other serving utilities regarding loss of the transportation corridor and opportunities for utility distribution deterred these previous inquiries. A copy of the comment summary letter from one of these previous action, VA-01-2021, on September 1 of 2021, will be attached to this report as reference.	
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 applicant's vacation petition was submitted concurrently with a preliminary plat application which would incorporate their half of the proposed vacation area into the proposed plat. The proposed vacation and new subdivision configuration would correct a "double-frontage" issue (per Section 32-35(c)) with several of the existing lots currently located between Clearview Point Drive and undeveloped Bryden Avenue, while providing the required street continuation pattern for Bryden Avenue, in accordance with Section 32-32 of City Code. Comment responses received from public service providers regarding this proposal indicated no opposition, but there were responses where their lack of opposition was contingent upon development of the proposed alternate street(s). In compliance with the current City of Lewiston vacation ordinance, the applicant has submitted the necessary application and fees. Notarized letters consenting to the proposed vacation were also obtained from the adjacent landowners and submitted with the application. As required by State law and the City's existing franchise utility agreements, comments were solicited from affected public service providers, and a summary of the received comments is attached to this staff report. Notice for	

the public hearing was published in the Lewiston Morning Tribune, and certified letters have been sent to all landowners within 330 feet of the proposed vacation area. A "Public Hearing Notice" sign was also posted at the proposed vacation site. As of 9-14-2023, the City of Lewiston Public Works Department has received one inquiry regarding this proposed action. Mr. Brian Steele, who owns property to the east of the proposed vacation, indicated in a phone conversation that he would like to see the entire right-of-way for Bryden Avenue between 18th Street and 19th street vacated.

BUDGET IMPACT

N/A

ACTION PROPOSED

N/A



FINAL STAFF REPORT FOR VA-02-2023

PETITIONER(S): Dan Yonge – DK Holdings, LLC

NATURE OF REQUEST: The applicant filed a petition requesting that the City vacate a section of Bryden Avenue public right-of-way east of 18th Street.

LOCATION: The undeveloped Bryden Avenue public right-of-way beginning at the east side of 18th Street and extending a distance of 476.00 feet east.

HISTORY: The southerly side of this portion of Bryden Avenue right-of-way was dedicated to the public in May of 1910 as part of the plat of the Lewiston Orchards Tract No. Twelve. In June of 2007, The plat of The Estates at Canyon Crest – Phase I, dedicated the northerly side of the right-of-way. There is currently no improved public street within the subject right-of-way, and it appears that the historical use of the right-of-way is limited to access for the adjacent private properties, and movement of agricultural equipment between the adjacent farm fields. In some areas, adjacent property owners to the north are utilizing and maintaining portions of the public right-of-way as extensions of their yards. There have been requests from other adjacent landowners in the past to vacate portions of the Bryden Avenue right-of-way in this area. Concerns from the Public Works Department and other serving utilities regarding loss of the transportation corridor and opportunities for utility distribution deterred these previous inquiries. A copy of the comment summary letter from one of these previous action, VA-01-2021, on September 1 of 2021, will be attached to this report as reference.

DISCUSSION: The applicant's vacation petition was submitted concurrently with a preliminary plat application which would incorporate their half of the proposed vacation area into the proposed plat. The proposed vacation and new subdivision configuration would correct a "double-frontage" issue (per Section 32-35(c)) with several of the existing lots currently located between Clearview Point Drive and undeveloped Bryden Avenue, while providing the required street continuation pattern for Bryden Avenue, in accordance with Section 32-32 of City Code. Comment responses received from public service providers regarding this proposal indicated no opposition, but there were responses where their lack of opposition was contingent upon development of the proposed alternate street(s). In compliance with the current City of Lewiston vacation ordinance, the applicant has submitted the necessary application and fees. Notarized letters consenting to the proposed vacation were also obtained from the adjacent landowners and submitted with the application. As required by State law and the City's existing franchise utility agreements, comments were solicited from affected public service providers, and a summary of the received comments is attached to this staff report. Notice for the public hearing was published in the Lewiston Morning Tribune, and

certified letters have been sent to all landowners within 330 feet of the proposed vacation area. A “Public Hearing Notice” sign was also posted at the proposed vacation site. As of 9-14-2023, the City of Lewiston Public Works Department has received one inquiry regarding this proposed action. Mr. Brian Steele, who owns property to the east of the proposed vacation, indicated in a phone conversation that he would like to see the entire right-of-way for Bryden Avenue between 18th Street and 19th street vacated.

RECOMMENDATIONS: The City of Lewiston Public Works staff recommends that the City Council vote to conditionally approve VA-02-2023, on the condition that the applicant dedicates an alternate public right-of-way in the final plat of the Canyon Crest South Addition that connects 18th Street to the remaining portion of Bryden Avenue not vacated, in a location satisfactory to the City Engineer, and so long as a public hearing by the Council determines that no property rights will be affected adversely or damaged, and that such vacation is expedient for the public good. A sample resolution has been provided, but final action on the resolution should be withheld until the proposed condition is fulfilled.



September 1, 2021

Jud Taylor
1818 Clearview Point Drive
Lewiston, ID 83501

RE: Notice Of Intent To File A Vacation Petition (VA-01-2021)

Mr. Taylor,

The City Public Works Department has received comments from City service and public utility providers concerning your vacation request for the portion of Bryden Avenue between 18th and 19th Streets in the Lewiston Orchards. A copy of the comment request packet, and summary of the comments received is attached for your information.

As was explained to you in the pre-application meeting, along with providing you a summary of the comments received, we are also required to inform you of what the staff recommendation to City Council will be if you choose to continue with the vacation process, and submit a Vacation Petition.

In reading through the comments, you will notice that several of the commenters expressed concern regarding how the property south of the proposed vacation would ultimately be developed, and how public services including both physical access and utilities, could be provided for those developments. These concerns mirror the discussions City Staff have had with you since the first records I have, regarding your initial request for this vacation in April of 2016. The vacation you are proposing does make sense if development south of the existing right-of-way provides alternate access routes into the area. City Staff feel that committing to the vacation of this section of Bryden Avenue without active development of alternate access routes is a premature action, and will recommend that the City Council deny your request should you submit a formal Vacation Petition at this time.

Notice Of Intent To File A Vacation Petition (VA-01-2021)

September 1, 2021

Page 2 of 2

If you have any questions or comments, please feel free to contact me at (208)790-8810 or by e-mail at mweigand@cityoflewiston.org.

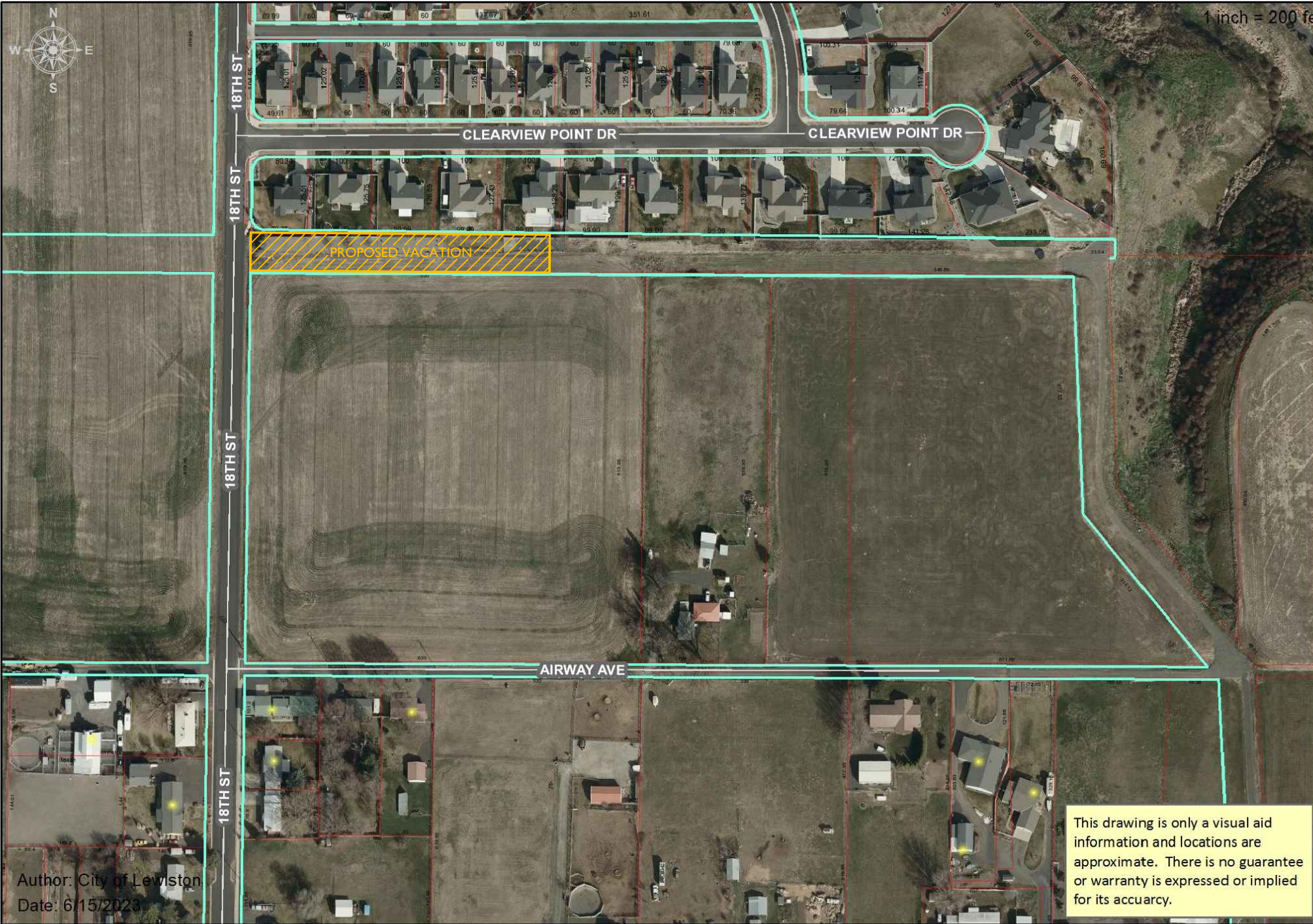
Sincerely,



Mark Weigand, PLS
City Surveyor

cc: Dustin Johnson, Public Works Director/Acting City Engineer; Pat Severance, Development Review Supervisor

City of Lewiston



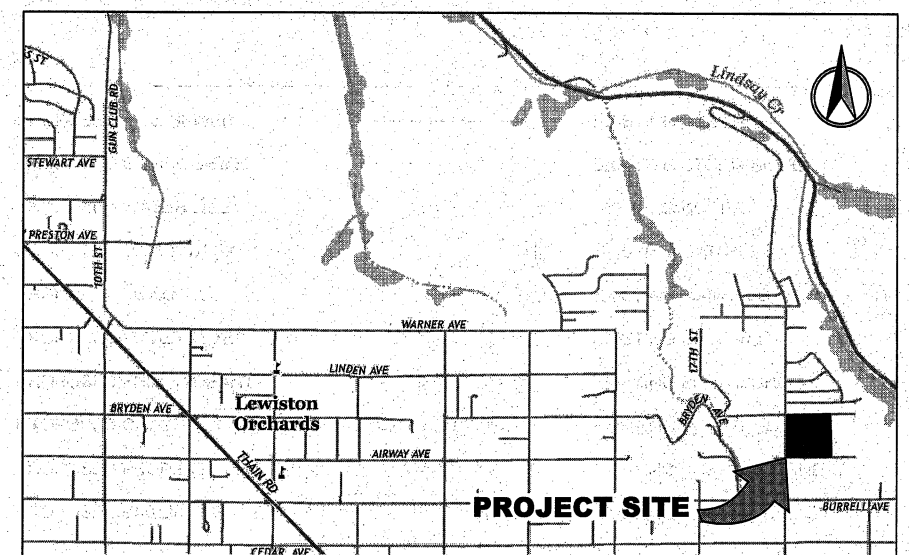
1 inch = 200 feet

Author: City of Lewiston
Date: 6/15/2023

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



VICINITY MAP



DEVELOPER INFORMATION

DK Holdings, LLC
247 Thain Road, Suite #107
Lewiston, ID
208/743-5840

UTILITY PROVIDERS

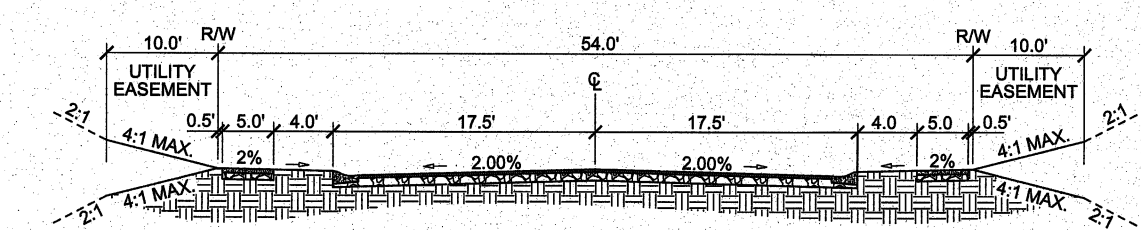
Gravity Sanitary Sewer: City of Lewiston
Water: L.O.I.D.
Power & Gas: Avista Utilities
Cable T.V.: Sparklight
Telecomm: Lumen
Dark Fiber: Port of Lewiston

NOTES

- 1. 56 Lots Proposed
- 2. Townhomes: "A" Unit = 1563 Sq. Ft.; "B" Unit = 1418 Sq. Ft.
- 3. Current Zoning is R3
- 4. Area of the Existing Tract is 9.4 Acres ±
- 5. Bryden Avenue shall be vacated as shown.
- 6. All Lot frontages shall have a "10' wide Public Sidewalk, Utility and Storm Water Easement."
- 7. Development Stormwater shall be directed to infiltration systems behind the street curbing.
- 8. An old, non-descriptive easement exists for this property (Inst. No. 147914).
- 9. Street Trees: Street trees shall be planted by DEVELOPER or the lot owner in a green belt in the right of way between the street and sidewalk, as approved by the City Engineer and the City Forester. The number of street trees to be planted is one (1) per lot street frontage, except none for lots on cul-de-sacs. Each lot owner shall be responsible for maintenance of the street tree(s) for his/her lot, including replacement when necessary. Street trees shall be planted for each lot prior to the granting of certificate of occupancy for a building on a lot.

LEGEND

SS	PROPOSED SAN. SEWER	SD	EXISTING SAN. SEWER
SD	PROPOSED STORM SEWER	SD	EXISTING STORM SEWER
W	PROPOSED WATER LINE	W	EXISTING WATER
□	PROPOSED CATCH BASIN	□	EXISTING CATCH BASIN
●	PROPOSED MANHOLE	●	EXISTING MANHOLE
X	PROPOSED GATE VALVE	X	EXISTING GATE VALVE
●	PROPOSED FIRE HYDRANT	●	EXISTING FIRE HYDRANT
1375	PROPOSED CONTOUR LINE	1375	EXISTING CONTOUR LINE
---	PROPOSED PROPERTY LINE	---	EXISTING PROPERTY LINE
---	PROPOSED EASEMENT LINE	---	EXISTING EASEMENT LINE
---	PROPOSED SUBDIVISION BOUNDARY	---	EXISTING CENTERLINE MONUMENT
---	PROPOSED PHASE BOUNDARY	---	TRAVERSE LINE
---	PROPOSED CENTERLINE	---	QUARTER SECTION CORNER
●	PROPOSED CENTERLINE MONUMENT	▲	CALCULATED CORNER



TYPICAL LOCAL RESIDENTIAL STREET
STD DWG 3-4
[A STREET, B STREET, C STREET, AIRWAY AVENUE (North half)]

*Street Sections shown for informational purposes only. Approval of this preliminary plat does not indicate approval of the street cross sections or other construction details shown on this plat.

CANYON CREST SOUTH ADDITION TO THE CITY OF LEWISTON
PRELIMINARY PLAT
DK HOLDINGS, LLC
LEWISTON, IDAHO
NW 1/4 S. 14, T. 35 N., R. 5 W., B.M.

HAMMOND ENGINEERING & DEVELOPMENT CO.
2320 Penny
(208) 443-8835

REV	DATE	DESCRIPTION	CHECKED	APPD.

SHEET

PP1

DRAWN BY

MEE

CHECKED BY

JSH

DATE

06-01-23

SHEET

PP1

DRAWING #

2219-PP1



June 28, 2023

RE: Petition to Vacate Bryden Ave. Right-of-Way from 18th St. East 476.00 Feet (VA-01-2023)

Public Services Provider,

The City of Lewiston Public Works Department has received a petition for a Notice of Intent to File a Vacation Petition for a section of Bryden Avenue public right-of-way beginning at the east side of 18th Street and extending a distance of 476.00 feet east (please see attached GIS exhibit). The applicant is the owner of the property adjacent to the south side of the proposed vacation. The applicant has also submitted a preliminary plat for the property to the south, that will incorporate their half of the proposed vacation into the proposed plat (a copy of the preliminary plat is also attached). As indicated on the attached preliminary plat, access to the remaining easterly end of Bryden Avenue public right-of-way would be provided by streets constructed during the development of the proposed subdivision. It is the Public Works Department's intention to consider the two proposals jointly, and require approvals of both proposals to be contingent upon approval of the other. As part of the vacation process, the City of Lewiston Public Works Department is required to solicit comments from all public service providers who may be affected by the proposed vacation action. Please take a minute to review the attached exhibits and consider what impact the proposed vacation (and the connected subdivision) may have on your organization's current or future ability to provide public services to the property adjacent to, or surrounding the proposed vacation. Comments regarding support or opposition for the proposed vacation, along with any possible conditions relating to your support will be carefully considered by City staff, and presented to both the applicants and the Lewiston City Council when evaluating the feasibility of the proposed joint actions. We would appreciate it if you could provide comments regarding the proposed vacation within 14 days of receiving this request. Thank you for your time and consideration.

Sincerely,

Mark Weigand, PLS
City Surveyor

COMMENTS FOR VA-02-2023

PETITIONER(S): Dan Yonge (Bryden Ave; East of 18th Street)

GENERAL LOCATION: see attached map

NATURE OF REQUEST: see attached narrative

DISCUSSION:

STAFF RESPONSE:

Comments in quotes are taken directly from the response received by the utility or department involved. *No comment* means that the "No Comment" box was checked. No response means that the *Request for Comments* was not received by the time the staff report was written. Every effort is made to contact non-respondents. N/A means the listed utility was not contacted because they are not in the service area. The following comments were received:

Community Development Director: No response.

City Planner: As long as the R/W vacation & preliminary plat are being reviewed & decided upon by CC simultaneously, I take no issue with the R/W vacation request being approved. That's due to the preliminary plat street plan mitigating the requested R/W vacation. However, if the R/W vacation consideration is/gets disconnected from the preliminary plat approval, then it should be conditioned upon the applicant providing some other street connection to the east to connect to the remaining Bryden Ave R/W & that would need be to the satisfaction of the City Engineer.

Lewiston Transit: No response.

City Engineer: Pending feedback from the utilities, Engineering doesn't have any immediate objections to the vacation of this ROW.

City Surveyor: The proposed vacation would correct a portion of the existing non-conformance to City Code Section 32-35(c):

Single-family residential lots extending through the block and having frontage on two (2) parallel streets shall not be permitted; reverse frontage shall be prohibited except where expressly permitted in accordance with section 32-32(f) of this chapter or where justified in the opinion of the subdivision committee. (Ord. No. 4177, § 1, 2-10-97)

The proposed road development included with the associated Canyon Crest South preliminary plat also appears to support the intentions of the provisions contained in Section 32-32 of City Code relating to street location and arrangement. Sections 32-32(a) through 32-32(d) state:

(a) Whenever a tract to be subdivided embraces any part of a street designated in the adopted city master transportation plan and/or bike and pedestrian way designated in the adopted comprehensive plan such street, bike way or pedestrian way shall be platted in conformance

therewith.

(b) Street layout shall provide for the continuation of such street as the subdivision committee may designate.

(c) Whenever a tract to be subdivided is located within an area for which a neighborhood plan has been approved by the commission, the street arrangement shall conform substantially to said plan.

(d) Certain proposed streets and utilities, as designated by the subdivision committee, shall be extended to the tract boundary to provide future connections with adjoining unplatted land.

These sections of City Code emphasize the continuation of existing street patterns where possible, and require access to be provided to "adjoining unplatted land". The proposed connections via Gallatin Way and Glacier Drive to the remaining Bryden Drive appear to be a workable solution to the double-frontage and access issues noted previously. Due to their dependence upon one-another in achieving the noted goals, approval of Bryden Avenue vacation proposal and the Canyon Crest South final plat must be considered simultaneously with their final approvals contingent upon passage of one-another.

Fire Department: No response.

Police Department: The police department does not have an issue with the right of way vacation based on the plans we see.

Lumen (Centurylink): I would 2nd everything [the City Planner] is saying here, if the easement vacation is tied to the plat approval, Lumen has no issue with the vacation.

Avista Utilities: Avista does not have utilities within the proposed vacation. This will not affect future installation.

Sparklight: No response.

COSD: Outside District

LOSD: Outside District

LOID: The LOID will not protest this vacation request.

Water Manager – City of Lewiston: Outside District

Wastewater Manager – City of Lewiston: No response.

City Attorney:

Street Maintenance Manager: I have no objections to this vacation request.

Solid Waste (Sunshine Disposal): No response.

Parks & Recreation: No response.

School District: No response.

Airport Manager: Outside District

Storm Water Program Coordinator: No response.

Lewis-Clark Valley Metropolitan Planning Organization: No response.



CITY COUNCIL MEETING AGENDA ITEM HISTORY/COMMENTARY

ITEM TITLE CONSIDERATION OF VA-02-2023	AGENDA NO. IV.B. AGENDA DATE: September 25, 2023
ITEM HISTORY (PREVIOUS COUNCIL REVIEWS, ACTION RELATED TO THIS ITEM, OTHER PERTINENT HISTORY) As outlined in public hearing documentation.	
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. As outlined in public hearing documentation.	
BUDGET IMPACT Vacation of this public right-of-way should not have an effect on Public Works staff or budgets.	
ACTION PROPOSED The City of Lewiston Public Works staff recommends that the City Council vote to conditionally approve VA-02-2023, on the condition that the applicant dedicates an alternate public right-of-way in the final plat of the Canyon Crest South Addition that connects 18th Street to the remaining portion of Bryden Avenue not vacated, in a location satisfactory to the City Engineer, and so long as a public hearing by the Council determines that no property rights will be affected adversely or damaged, and that such vacation is expedient for the public good. A sample resolution has been provided, but final action on the resolution should be withheld until the proposed condition is fulfilled.	

RESOLUTION 20XX-XX

A RESOLUTION VACATING THE PUBLIC RIGHT-OF-WAY IN VA-01-2023

WHEREAS, pursuant to application and subsequent to public notice and a public hearing held on September 25, 2023 in regards to VA-01-2023, the City Council determined that the owners of the abutting properties have consented to the vacation, proper notice was given for said vacation, the public interest will not be prejudiced by said vacation, and it was in the best interest of the City of Lewiston that the vacation be conditionally approved upon the conditions set forth herein;

WHEREAS, the City Council approved the vacation upon the following conditions: (1) the property owners north of the vacated portion of Bryden Avenue shall receive their respective portions of the northern thirty feet (30') of the property to be vacated, and DK Holdings, LLC shall receive the southern thirty feet (30') of the property to be vacated; and (2) an alternate street right-of-way shall be dedicated to the public that connects 18th Street to the remaining portion of Bryden Avenue not vacated herein in a location satisfactory to the City Engineer prior to passage of the resolution implementing said vacation;

WHEREAS, the applicant, DK Holdings, LLC, has satisfied condition (2); and

WHEREAS, condition (1) will be satisfied through this resolution.

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

SECTION 1: The City Council hereby approves VA-01-2023 upon the conditions set forth above.

SECTION 2: The property to be vacated is described in Exhibit A, attached hereto and incorporated herein ("Property"). A visual depiction of the Property is attached hereto and incorporated herein as Exhibit B.

SECTION 3: The Property shall revert to the adjacent property owners, one-half to each side thereof, as described in Exhibit C.

SECTION 4: The City Clerk is hereby authorized and directed to record this Resolution 20XX-XX with the Nez Perce County Recorder's Office.

SECTION 5: This Resolution shall take effect and be in full force as of the date that the signed Resolution is recorded by the Nez Perce County Recorder.

PASSED this _____ day of _____ 20XX.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

Tanya M. Brocke, City Clerk

STATE OF IDAHO)
) ss.
County of Nez Perce)

On this _____ day of _____ 20XX, before me, a Notary Public, personally appeared Daniel G. Johnson and Tanya M. Brocke, known or identified to me as the Mayor and City Clerk, respectively, of the City of Lewiston, and stated that they have the authority to execute this instrument on behalf of the City of Lewiston, and did execute this instrument on behalf of the City of Lewiston.

Notary Public for the State of Idaho
Commission Expires _____

EXHIBIT A
to
Resolution 20XX-XX

Bryden Avenue Vacation Description

A tract of land located in the NW ¼ Section 14, T. 35 N., R 5W., B.M., Nez Perce County, City of Lewiston, Idaho, and part of the Estates at Canyon Crest – Phase I, and Lewiston Orchards Tract No. Twelve according to the recorded plats thereof, records of Nez Perce County, Idaho, more particularly describes as follows:

From the intersection of the centerlines of 18th Street and Bryden Avenue; thence S89°09'53"E 30.00 feet to a point on the easterly Right-of-way Line of said 18th Street and the TRUE POINT OF BEGINNING for this Description;

thence continuing along said Right-of-way Line N0°48'57"E 50.49 feet to a point on the northerly Right-of-way Line of said Bryden Avenue;

thence continuing along said Right-of-way Line, along a curve to the left having a radius of 20.00 feet, a central angle of 90°33'04" and a chord length of 28.42 feet bearing S44°27'35"E;

thence continuing along said Right-of-way Line S89°44'07"E 455.22;

thence S0°15'53"W 60.00 feet to a point on the southerly Right-of-way Line of said Bryden Avenue;

thence continuing along said Right-of-way Line N89°44'07"W 476.00 feet to a point on said easterly Right-of-way Line of 18th Street;

thence continuing along said Right-of-way Line N0°50'07"E 29.70 feet to the TRUE POINT OF BEGINNING.

Said Tract contains 0.65 Acres, more or less.



EXHIBIT B
to
Resolution 20XX-XX



Lewiston Orchards
Tract No. 12
Lot 7, Block 94

N0° 48' 57"E 353.83'

N0° 48' 57"E
50.49'

S89° 09' 53"E
30.00'

18TH STREET

N0° 50' 07"E
660.50'

Lewiston Orchards
Tract No. 12
Lot 1, Block 95

Lewiston Orchards
Tract No. 12
Lot 4, Block 97



THE ESTATES AT CANYON CREST - PHASE I

CLEARVIEW POINT DRIVE

BRYDEN AVENUE

R=20.00'
L=31.61'
Δ=090°33'04"
CL=28.42'
CB=S44° 27' 35"E

S89° 44' 07"E
455.22'

S89° 44' 07"E
476.00'

N89° 44' 07"W

N0° 50' 07"E
29.70'

S0° 15' 53"W
60.00'



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

EXHIBIT C
to Resolution 20XX-XX

Southern one-half (1/2) of vacated Bryden Avenue shall revert to the following adjacent property owner:

1. **DK Holdings, LLC**
247 Thain Rd. Ste. 107
Lewiston, ID 83501

Northern one-half (1/2) of vacated Bryden Avenue shall revert to the following adjacent property owners:

1. **Canyon Crest Estates HOA, Inc.**
PO BOX 24
Lewiston, ID 83501
2. **Johnnie L O'Harra and Lori K O'Harra**
1804 Clearview Point Dr.
Lewiston, ID 83501
3. **Jeri Ann Thelen Revocable Living Trust and Kelly Jordyn Thelen**
1806 Clearview Point Dr.
Lewiston, ID 83501
4. **Linda L Basilico**
1810 Clearview Point Dr.
Lewiston, ID 83501
5. **Jerrene Lowary and Leslie Lowary**
1812 Clearview Point Dr.
Lewiston, ID 83501
6. **Jerome L Eikum and Cindie M Eikum**
1816 Clearview Point Dr.
Lewiston, ID 83501

September 11, 2023

THE CITY COUNCIL OF THE CITY OF LEWISTON, IDAHO, met in a Special Work Session at the Lewiston Library Second Floor Activity Room at 411 D Street. Mayor Johnson called the meeting to order at 3:04 pm.

I. CALL TO ORDER

COUNCILORS PRESENT: Mayor Johnson; Councilor Schroeder; Councilor Spickelmire; Councilor Tousley; Councilor Kleeburg (3:02 p.m.); Councilor Forsmann (3:03 p.m.); Council President Liedkie (Zoom 3:06 p.m.);

II. PLEDGE OF ALLEGIANCE

Mayor Johnson led the Pledge of Allegiance.

III. CITIZENS COMMENTS

Johanna Musseid-Frank expressed concern about there being no warming shelters in the LC Valley, as she had to go all the way to Pullman/Tristate Hospital for help when she experienced homelessness.

IV. DISCUSSION ITEMS

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

A. COMPREHENSIVE PLAN UPDATE: Update provided by Logan Simpson
Design - Action Item

City Planner Plaskon and Logan Simpson Consultant Joe Moss provided an introduction to the Comprehensive Plan rewrite, an overview of the progress to date, and a timeline of the project's next steps.

B. URBAN RENEWAL AGENCY UPDATE & OVERVIEW: Overview and update
provided by Community Development Director Shannon Grow - Action Item

Community Development Director Grow, currently serving as the Lewiston Urban Renewal Agency Director, provided an overview of the Urban Renewal Agency (URA). She explained what URA's can do, how URA's are funded, how projects are paid for, and where Revenue Allocation Areas are in the city, along with what the City Council's role in the Lewiston URA is. Concluding her presentation,

Lewiston City Council
Special Work Session Minutes
September 11, 2023 – 3:00 p.m. – Page 1 of 3

Community Director Grow concluded her presentation by informing Council on the next steps for the Lewiston URA.

- C. **LEASED CITY PROPERTIES DISCUSSION:** Sharing information with City Council on joint use partners, leases and agreements that are in place for facilities and parks through the Parks and Recreation Department - Action Item

Parks and Recreation Director Barker informed City Council about the various partners in the community where facilities and parks that the city owns and maintains are shared or leased.

- D. **WARMING FACILITIES:** Discussion on warming facilities, including prior Ordinance No. 4871 and the sunset clause contained therein, which ordinance expired as of March 20, 2023 - Action Item

Councilor Tousley moved to direct staff to prepare a draft ordinance for Council consideration that would repeat the language from Ordinance 4871 with a starting date of September 12, 2023 and an ending date of April 15, 2024. Councilor Forsmann seconded.

City Attorney Hermann clarified that staff would have to bring back a new ordinance, which would require three readings and adoption, so the starting date wouldn't be effective until the ordinance has been passed and published.

Councilor Tousley restated his motion to direct staff to prepare a draft ordinance for Council consideration that would repeat the language from Ordinance 4871 but have an ending date of April 15, 2024. Councilor Forsmann seconded and the motion passed 6-0.

V. **UNFINISHED AND NEW BUSINESS**

A. **CITY COUNCILOR COMMENTS:**

Councilor Tousley said he went to a place where persons experiencing homelessness had been kicked out of and it was heartbreaking to see the items that were left behind. He encouraged the community to do everything it can to support people experiencing homelessness.

Councilor Forsmann commended Councilor Tousley and agreed on the importance of the community to come together on the topic of homelessness.

B. CITY BOARDS AND COMMISSIONS LIAISON UPDATES:

Councilor Forsmann noted the Public Works Advisory Commission will be meeting Wednesday, September 13th, and encouraged citizens to attend the meetings.

Councilor Liedkie noted the E911 board meeting and the coordinator and response team continue to work on providing adequate 911 services to the public and look at consolidation of services.

Councilor Schroeder noted the Lewis-Clark Valley Metropolitan Planning Organization will be meeting Thursday, September 14th, and there will be public outreach on the Bryden and Thain corridor. She also noted that a fourslide manufacturing company is coming into the community and will be hiring, which will create a need for more housing development.

C. MAYOR COMMENTS:

Mayor Johnson encouraged citizens to provide comments for the Comprehensive Plan survey.

D. AGENDA TOPICS: - Action Item

None.

VI. ADJOURNMENT - Action Item

There being no further business to come before the Lewiston City Council, Councilors Tousley and Schroeder moved and seconded, respectively, to adjourn the September 11, 2023 Work Session. The motion carried 6-0 and the meeting adjourned at approximately 4:40 p.m.

Daniel G. Johnson, Mayor

Tanya M. Brocke, City Clerk

September 11, 2023

THE 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.

I. CALL TO ORDER

COUNCILORS PRESENT: Mayor Johnson; Councilor Forsmann; Councilor Kleeburg; Councilor Schroeder; Councilor Spickelmire; Councilor Tousley.

COUNCILORS EXCUSED: Council President Liedkie.

II. PLEDGE OF ALLEGIANCE

Interim Fire Chief Rightmier and Officer Terry Koper led the Pledge of Allegiance.

III. CITIZENS COMMENTS

Interim Fire Chief Rightmier took a moment to remember the tragedy of the World Trade Centers that took place on September 11, 2001. He spoke to the number of people who lost their lives, including police, firefighters and first responders, and reminded everyone to never forget.

Johanna Musseid-Frank thanked the police officers and the first responders for protecting her and saving her life. She requested the money from the Civic Theater go to help the homeless and spoke about the harmful effects of black mold.

IV. PRESENTATIONS

A. PROCLAMATION - CONSTITUTION WEEK: Recognizing September 17 - 23, 2023, as Constitution Week

Mayor Johnson presented a proclamation recognizing September 17-23 as Constitution Week to Patty Sprute and the Daughters of the American Revolution (DAR).

B. FINANCIAL REPORT - JULY 2023: Financial report for the month of July 2023, in accordance with Idaho Code § 50-208 (**No oral report**)

Lewiston City Council
Regular Meeting Minutes
September 11, 2023 – 6:00 p.m. – Page 1 of 5

V. PUBLIC HEARINGS AND RELATED ACTION ITEMS

- A. **PUBLIC HEARING: BOLLINGER BUILDING SALE (AUCTION):** Accepting testimony regarding the proposed sale of the real property and building located at 805 6th Avenue in Lewiston, Idaho, commonly known as the Anne Bollinger Performing Arts Center with a minimum purchase price of \$67,000

Mayor Johnson asked Councilor Schroeder to preside over the public hearing, since he would be presenting the staff report. Councilor Schroeder explained the public hearing process, opened the public hearing and asked for the staff report.

Mayor Johnson reported that on August 14, 2023, Council approved Resolution 2023-47 for the surplus and sale at auction of the real property and building located at 805 6th Avenue, commonly known as the Anne Bollinger Performing Arts Center. Continuing, Mayor Johnson explained that in August of 2016, the City Building Official condemned the Anne Bollinger Performing Arts Center (aka Lewiston Civic Theater) because of a failing truss supporting the roof structure. On March 15, 2017, the Lewiston Civic Theater, Inc. filed a warranty deed with Nez Perce County conveying the Civic Theater building and property to the City of Lewiston due to lack of funds to repair the failing truss. In December 2017 and January 2018, the city stabilized the truss, repaired major leaks and covered the windows and stained glass. Since the stabilization of the truss, the City Building Official declared the building unsafe, removing it from a condemned status. Mayor Johnson recommended City Council approve Resolution 2023-52.

After the Councilor's questions, Councilor Schroeder asked for any public testimony. There being none, Councilor Schroeder closed the public hearing.

- B. **RESOLUTION 2023-52: BOLLINGER BUILDING AUCTION:** Considering directing the Purchasing Division to proceed with holding a public auction for the purpose of selling the real property and building located at 805 6th Avenue in Lewiston, Idaho, commonly known as the Anne Bollinger Performing Arts Center, with a minimum purchase price of \$67,000 - Action Item

Councilors Tousley and Schroeder moved and seconded, respectively, to approve Resolution 2023-52. *ROLL CALL VOTE: VOTING AYE: Tousley; Forsmann; Schroeder; Kleeburg; Spickelmire. VOTING NAY: None. EXCUSED: Liedkie.*

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

Lewiston City Council
Regular Meeting Minutes
September 11, 2023 – 6:00 p.m. – Page 2 of 5

Consent Agenda”.

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

- A. **CITY COUNCIL MINUTES:** 8/21/2023 Special; 8/28/2023 Regular; - Action Item
- B. **ADVISORY BOARD/COMMISSION MINUTES:** 7/26/23 Planning and Zoning Commission - Action Item
- C. **VOUCHER'S PAYABLE:** Considering approval of the Voucher's Payable dated 08/11/2023 through 08/24/2023 for the amount of \$2,925,813.99 - Action Item
- D. **RESOLUTION 2023-46:** Considering authorizing the destruction of certain Human Resources Department records - Action Item
- E. **PRELIMINARY PLAT - SOUTHERN HILLS ADDITION #1:** Considering a proposal to plat approximately 2.77 acres of undeveloped property located along the east side of 6th Street, north of Stewart Avenue, into six lots - Action Item

VII. **ACTIVE AGENDA**

- A. **PROSECUTION SERVICES AGREEMENT - THIRD AMENDMENT:** Considering approval of the Third Amendment to the Prosecution Services Agreement with Nez Perce County - Action Item

Councilors Schroeder and Forsmann moved and seconded, respectively, to approve the Third Amendment to the Joint Powers Agreement between Nez Perce County, the Nez Perce County Prosecutor, and the City of Lewiston Relating to Prosecution Services. *ROLL CALL VOTE: VOTING AYE: Tousley; Forsmann; Schroeder; Kleeburg; Spickelmire. VOTING NAY: None. EXCUSED: Liedkie.*

- B. **IFB-23-015 - WW512 SEWER BYPASS LINE:** Considering awarding IFB-23-015 to M.L. Albright & Sons, Inc. for the amount of \$1,092,710.00 - Action Item

Councilors Schroeder and Kleeburg moved and seconded, respectively, to award IFB-23-015 to M.L. Albright & Sons, Inc. and authorize the Mayor to execute the agreement between the City of Lewiston and M.L. Albright & Sons, Inc. on or after October 1, 2023. *ROLL CALL VOTE: VOTING AYE: Tousley; Forsmann; Schroeder; Kleeburg; Spickelmire. VOTING NAY: None. EXCUSED: Liedkie.*

Lewiston City Council
Regular Meeting Minutes
September 11, 2023 – 6:00 p.m. – Page 3 of 5

C. 21ST STREET (7TH AVE - 19TH AVE) FIBERSEAL - CONSTRUCTION:

Considering approving the construction contract to VSS International Inc. in the amount of \$2,000,000 - Action Item

Councilors Schroeder and Tousley moved and seconded, respectively, to approve the agreement between the City of Lewiston and VSS International, Inc. for construction associated with the 21st Street fiberseal project. *ROLL CALL VOTE: VOTING AYE: Tousley; Forsmann; Schroeder; Kleeburg; Spickelmire. VOTING NAY: None. EXCUSED: Liedkie.*

D. RESOLUTION 2023-51: Considering declaring various items of City of Lewiston property to be surplus - Action Item

Councilors Tousley and Forsmann moved and seconded, respectively, to approve Resolution 2023-51. *ROLL CALL VOTE: VOTING AYE: Tousley; Forsmann; Schroeder; Kleeburg; Spickelmire. VOTING NAY: None. EXCUSED: Liedkie.*

VIII. ITEMS MOVED FROM THE CONSENT AGENDA - Action Item

IX. UNFINISHED AND NEW BUSINESS

A. CITY COUNCILOR COMMENTS:

Councilor Forsmann thanked the people who lost their lives through their heroic acts on September 11, 2011. She thanked the firefighters and police officers for all the work they do and said she is proud to be part of the community. Councilor Forsmann listed who the Council Candidates are for the 2023 election.

Councilor Schroeder encouraged citizens to participate in the survey for Envision Lewiston 2024 and is pleased with the number of people that responded positively when speaking about the City of Lewiston.

B. CITY BOARDS AND COMMISSIONS LIAISON UPDATES:

Councilor Forsmann noted the Public Works Advisory Commission is as busy as ever and encouraged people to attend the meetings.

Councilor Spickelmire provided an update on the Urban Forestry and Cemetery Commission and noted the City Arborist has been contacted about the trees at Pioneer Park.

Councilor Kleeburg encouraged people to attend the Urban Renewal Agency meeting September 12th at noon, as well as the Lewis-Clark Valley Metropolitan Planning Organization meeting September 14th at noon.

C. MAYOR COMMENTS:

Mayor Johnson encouraged citizens to participate in the survey for the Comprehensive Plan (Envision Lewiston 2044).

After thanking Patty Sprute with the Daughters of the American Revolution (DAR) for attending the meeting, Mayor Johnson read the preamble to the Constitution of the United States.

Mayor Johnson thanked Human Resources Director Province for attending the meeting and explained the city is recruiting for a Community Resource Officer and they hope to have the position filled soon.

Lastly, Mayor Johnson recognized Public Information Officer Maurer's work on the Living Lewiston Magazine, which was nominated for an award, and expressed his appreciation for her work.

D. AGENDA TOPICS: - Action Item

None.

X. ADJOURNMENT - Action Item

There being no further business to come before the Lewiston City Council, Councilors Kleeburg and Schroeder moved and seconded, respectively, to adjourn the September 11, 2023 Regular Session. The motion carried 5-0 and the meeting adjourned at approximately 6:59 p.m.

Daniel G. Johnson, Mayor

Tanya M. Brocke, City Clerk

September 13, 2023

T HE CITY COUNCIL OF THE CITY OF LEWISTON, IDAHO, met in a Special Meeting Executive Session at the City Hall Back Conference Room at 1134 F Street. Mayor Johnson called the meeting to order at 4:02 p.m.

I. CALL TO ORDER

COUNCILORS PRESENT: Mayor Johnson; Council President Liedkie (Zoom 4:02 p.m.); Councilor Forsmann (4:02 p.m.); Councilor Schroeder; Councilor Spickelmire; Councilor Tousley.

COUNCILORS EXCUSED: Councilor Kleeburg.

II. EXECUTIVE SESSION

Idaho Code Section 74-206(1)(f) - 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

At 4:03 p.m., Councilors Tousley and Forsmann moved and seconded, respectively, to go into executive session pursuant to Idaho Code Section 74-206(1)(f) 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. *ROLL CALL VOTE: VOTING AYE: Liedkie; Tousley; Forsmann; Spickelmire; Schroeder. VOTING NAY: None. EXCUSED: Kleeburg.*

III. ADJOURNMENT - Action Item

At 4:35 p.m., Councilors Tousley and Forsmann moved and seconded, respectively, to leave the executive session and adjourn the meeting. The motion carried 5-0.

August 3, 2023

The HISTORIC PRESERVATION COMMISSION met in the Bell Building Upstairs Conference Room at 215 "D" Street. Chair Follett called the meeting to order at 10:00 a.m.

Historic Preservation meetings are recorded live. To view the full video, go to <https://livestream.com/lewiston> and select City Events/Miscellaneous Events.

I. CALL TO ORDER

COMMISSIONERS PRESENT: Greg Follett, Chair; Ed King, Vice Chair; Laurinda Riggs (@ 10:09 am); Lisa Hasenoehrl; Leah Boots;

COMMISSIONERS EXCUSED: Dennis Ohrtman; Kayleigh Philippi;

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

CITY COUNCIL LIAISON PRESENT: None

GUESTS: None

II. CITIZEN COMMENTS

None.

III. NEW BUSINESS

1. APPROVAL OF JUNE 1, 2023 REGULAR MEETING MINUTES

Commissioners King and Boots moved and seconded, respectively, to approve the June 1, 2023 Regular meeting minutes. The motion passed 4-0 (Commissioner Riggs arrived after the vote).

2. APPROVAL OF JUNE 12, 2023 SPECIAL MEETING MINUTES:

Commissioners Hasenoehrl and Boots moved and seconded, respectively, to approve the June 12, 2023 Special meeting minutes. The motion passed 4-0 (Commissioner Riggs arrived after the vote).

3. CERTIFICATE OF APPROPRIATENESS, WEST END HISTORIC DISTRICT. AN APPLICATION BY BOB JACKSON AUTO BODY REPAIR AT 856 F STREET TO REFRAME BROKEN WONDOW FRAME OPENINGS AND REPLACE

DAMAGED GLASS WITH NEW WINDOWS OF A SMALL SIZE AND BETER ENERGY EFFICIENCY.

Staff Hollingshead reviewed the application for the Commission.

Chair Follett walked the Commission through the Design Guidelines review sheet for the project. The Commission found that the project complied with Design Guidelines E-1 and E-3 and that all other guidelines were not applicable to the project. Commissioner King moved that the Certificate of Appropriateness for the reframe and replacement of broken windows at 856 F Street, be approved. Commissioner Riggs provided the second. Motion passed 5-0.

IV. OLD BUSINESS

1. PRIORITIES PLAN DISCUSSION AND UPDATE:

Staff Hollingshead reviewed for the Commission the existing Priorities Plan in list format and the more verbose version from the Historic Preservation Plan. The Commission discussed different projects they might want to pursue and directed staff to bring an updated version of the Priorities Plan to the September meeting.

V. COMMISSIONER COMMENTS:

None.

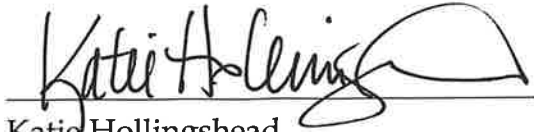
VI. STAFF-COMMISSION COMMUNICATIONS:

Staff Hollingshead let the Commission know a new Commissioner application had been received and an interview conducted. The new Commissioner, Tamara Berlik is scheduled to be reviewed for appointment by City Council on August 7, 2023 and hopefully will be joining the Commission at the September meeting. This leaves one seat remaining on the Commission. Staff Hollingshead also let the Commission know she would bring a recap of all Certificates of Appropriateness issued over the last 18 months for the Commission to review in preparation for the 2024 Orchid Awards.

VII. ADJOURN

There being no further business, Commissioners King and Riggs moved and seconded, respectively to adjourn the meeting of the Historic Preservation Commission at approximately 10:59 a.m. Motion passed 5-0.

RESPECTFULLY SUBMITTED,



Katie Hollingshead
Recording Secretary



Chairperson or Acting Chairperson
Historic Preservation Commission

Approved this 7 day of September, 2023.

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July 26, 2023

The LEWISTON PLANNING AND ZONING COMMISSION met in the Community Development Department Second Floor Conference Room at 215 "D" Street. 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, Chair; Gabriel Iacoboni, Vice Chair; Kathy Branson; Maureen Anderson; Cynthia Ball; Justin Merwin

COMMISSIONERS EXCUSED: Kevin Kelly;

STAFF MEMBERS PRESENT: Joel Plaskon, City Planner; Dawn Ortiz, Community Development Specialist; Aaron Butler, IT; Jennifer Tengono, Assistant City Attorney

II. CITIZEN COMMENTS

None

III. APPROVAL OF JULY 12, 2023 MEETING MINUTES (ACTION ITEM)

Commissioner Branson and Anderson moved and seconded, respectively, approval of the July 12, 2023 meeting minutes. The motion carried 6-0.

IV. APPROVAL OF REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS FOR LAND USE APPLICATION ZNC23-000005 BY JOE & FRANCES MCCANN FAMILY LIMITED PARTNERSHIP (ACTION ITEM):

Vice Chairperson Iacoboni and Commissioner Merwin moved and seconded, respectively, the approval of reasoned statement for ZNC23-000005. Motion passed 6-0.

V. STAFF-COMMISSION COMMUNICATIONS:

A. Query of Commissioners for August 9, 2023 meeting.

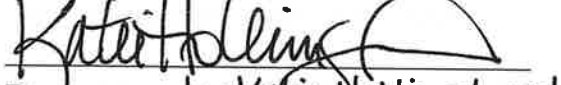
Due to no land use application submitted August 9th, 2023 meeting will be canceled.

Staff Plaskon stated Comprehensive Plan rewrite is still moving along and has asked Logan Simpson to present in front of the City Council in August. Steering Committee will hopefully be able to have a booth at the local food truck event coming up in August and September.

VI. ADJOURN

There being no further business, Commissioners Ball and Branson moved and seconded, respectively, to adjourn. The motion carried 6-0 and the Planning and Zoning Commission adjourned at approximately 5:37 p.m.

RESPECTFULLY SUBMITTED,


Dawn Ortiz, by Katie Hollingshead
Recording Secretary


Chairperson or Acting Chairperson
Planning and Zoning Commission

Approved this 23 day of August, 2023.

June 13, 2023

THE URBAN RENEWAL AGENCY BOARD OF THE CITY OF LEWISTON, IDAHO, met in a regular meeting Tuesday, June 13, 2023, at Lewiston City Hall. Chairperson Sheila Bond called the meeting to order at 12:01 p.m.

I. CALL TO ORDER

BOARD MEMBERS PRESENT: Sheila Bond, Chairperson; Joe Anderson, Vice Chairperson; Don Beck; A.L. "Butch" Alford; Tim Switzer

BOARD MEMBERS EXCUSED: Rick Tousley;

STAFF MEMBERS PRESENT: Shannon Grow, URA Director; Dawn Ortiz, Community Development Specialist; Aaron Butler, IT; Luke Antonich, City Engineer; Katie Hollingshead, Assistant Planner; Aimee Gordon, Finance Director/City Treasurer

OTHERS PRESENT: Jennifer Douglass, URA Attorney;

II. CITIZEN COMMENTS

None

III. CORRECTIONS OR ADDITIONS TO AGENDA

None.

IV. ACTIVE AGENDA (ACTIVE ITEM)

A. Approval of Minutes, April 11, 2023

Board member Alford and Switzer moved and seconded, respectively, to approve the April 11, 2023 minutes. The motion carried 5-0.

B. Approval of minutes, May 9, 2023

Vice Chairperson Anderson and board member Alford moved and seconded, respectively, to approve the May 09, 2023 minutes. The motion carried 5-0.

C. Approval of Invoice

1. Elam & Burke, April Invoice 202026, \$625

Board members Alford and Switzer moved and seconded, respectively, to approve payment of an invoice for Elam & Burke invoice 202026 in the amount of \$625. The motion carried 5-0.

2. Douglass Law, PLLC Invoice 196, April 2023, \$240

Vice Chairperson Anderson and board member Switzer moved and seconded, respectively, to approve payment of an invoice for Douglass Law, PLLC invoice 196 in the amount of \$240. The motion carried 5-0.

3. Douglass Law, PLLC Invoice 297, May 2023, \$645

Board member Alford and Vice Chairperson Anderson moved and seconded, respectively, to approve payment of an invoice for Douglass Law, PLLC invoice 297 in the amount of \$645. The motion carried 5-0.

D. Review of financial summary, May 2023

Director Grow verbally presented the May 2023 financial summary.

E. Main/East Main RAA #4 – Future direction of Main/East Main RAA #4

Board member Beck stated the County is not interested in partnering with the URA at this time for the water line.

Director Grow stated the board will need to decide to leave the RAA open with hopes that there would be enough monies at the end to complete the east main waterline project, look into if the URA wants to work on the path project or close the RAA.

Board member Switzer asked if the URA closes the RAA is it an option to open it back up at a later date. Director Grow stated that would be an option.

Vice Chairperson Anderson and board member Alford moved and seconded, respectively, to keep RAA #4 Main/East Main open for review in March 2024. The motion carried 5-0.

V. UNFINISHED AND NEW BUISNESS

A. Board Member Comments

Board member Switzer stated Lewiston Premix had sold and he was wondering if there were any plans for it.

Director Grow stated the City has not received any permit applications at this time.

B. Staff Comments

Director Grow stated that she would not be in attendance at the July meeting and recommended changing it to the 20th of July. The board will need to review the 2024 budget for next year at the July meeting. A special meeting will be scheduled of July 20, 2023.

VI. ADJOURN (ACTION ITEM)

There being no further business, Vice Chairperson Anderson and board members Beck moved and seconded, respectively, to adjourn. The motion carried 5-0 and the Urban Renewal Agency Board adjourned at approximately 12:35 p.m.

RESPECTFULLY SUBMITTED,



DAWN ORTIZ,
RECORDING SECRETARY

ATTEST:



URBAN RENEWAL AGENCY CHAIR

Approved this 13th day of September, 2023.

July 20, 2023

THE URBAN RENEWAL AGENCY BOARD OF THE CITY OF LEWISTON, IDAHO, met in a special meeting Tuesday, July 20, 2023, at Lewiston City Hall. Chairperson Sheila Bond called the meeting to order at 12:00 p.m.

I. CALL TO ORDER

BOARD MEMBERS PRESENT: Sheila Bond, Chairperson; Joe Anderson, Vice Chairperson; Don Beck; A.L. "Butch" Alford; Tim Switzer; Rick Tousley

BOARD MEMBERS EXCUSED:

STAFF MEMBERS PRESENT: Shannon Grow, URA Director; Dawn Ortiz, Community Development Specialist; Aaron Butler, IT; Luke Antonich, City Engineer; Katie Hollingshead, Assistant Planner; Joe Kaufman, Engineering Project Supervisor

OTHERS PRESENT: Jennifer Douglass, URA Attorney

II. CITIZEN COMMENTS

None

III. CORRECTIONS OR ADDITIONS TO AGENDA

None.

IV. ACTIVE AGENDA (ACTIVE ITEM)

A. Approval of Minutes, June 13, 2023

Vice Chairperson Anderson and board member Beck moved and seconded, respectively, to approve the June 13, 2023 minutes with approved changes. The motion carried 6-0.

B. Approval of Invoice

1. Douglass Law, PLLC Invoice 364, June 2023, \$390

Vice Chairperson Anderson and board member Switzer moved and seconded, respectively, to approve payment of an invoice for Douglass Law, PLLC invoice 364 in the amount of \$390. The motion carried 6-0.

C. Review of financial summary, June 2023

Director Grow verbally presented the June 2023 financial summary.

D. FY2023 Budget Amendments

Director Grow verbally reviewed the FY2023 budget amendments with board. Director Grow stated the Board will need to decide if an additional payment to the bond will be paid this year because she will need to let the bank know a couple of weeks prior to the September 1 payment.

Joe Kaufman, Engineering Project Supervisor provided a verbal update on the design plans for East Orchards Sewer extension. Plans might be available at the September or August meeting.

Luke Antonich, City Engineer stated the expansion of the trunk lines in east orchards has spurred a lot of growth and expansion.

Vice Chairperson Anderson and board member Alford moved and seconded, respectively, to approve FY2023 Budget Amendment with \$200,000 for additional bond payment. The motion carried 6-0.

E. Draft Budget for 2024

Director Grow verbally reviewed the FY 2024 draft budget with the board.

Vice Chairperson Anderson and board member Tousley moved and seconded, respectively, to approve FY2024 Budget for publication. The motion carried 6-0.

F. URA Attorney Ending Representations/Search for New Legal Council

Jennifer Douglas, URA Attorney stated she was resigning from the URA due to an increased work load she verbally expressed her goodbyes and appreciation to the board.

Chairperson Bond asked Director Grow to reach out to Elam & Burke for representation or advice.

V. UNFINISHED AND NEW BUSINESS

A. Board Member Comments

Board member Tousley expressed concern for the board due to the recent loss of institutional knowledge.

Board member Beck stated the way taxes have changed recently, elected officials need to be careful about how tax dollars are spent.

Board member Alford stated the URA has been very conservative by only doing infrastructure that brings money to all governmental entities.

B. Staff Comments

Director Grow stated that City Council has given options for funding Byrden Ave reconstruction. Director Grow will invite Public Works Director to provide information at the next meeting and will extend an invitation to Barney Metz from LOID.

VI. ADJOURN (ACTION ITEM)

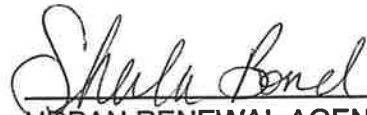
There being no further business, Board member Tousley and Vice Chairperson Anderson moved and seconded, respectively, to adjourn. The motion carried 6-0 and the Urban Renewal Agency Board adjourned at approximately 12:56 p.m.

RESPECTFULLY SUBMITTED,

ATTEST:



DAWN ORTIZ,
RECORDING SECRETARY



URBAN RENEWAL AGENCY CHAIR

Approved this 13th day of September, 2023.



Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
4IMPRINT INC	110785	8/31/2023	LIBRARY	LIB - PROMOTIONAL ITEMS	\$1,556.52
4J ELECTRIC	110855	9/7/2023	WSTWTR	WW502 2021 LIFT STATION IMPRVMTS CC 7/12/21 IFB-2	\$22,564.82
AIRBRIDGE BROADBAND LLC	110858	9/7/2023	INFOSYSTMS	BPO - IT - INTERNET SERVICE	\$200.00
ALLWEST TESTING & ENGINEERING	110859	9/7/2023	PARKSFAC	GEOTECHNICAL TESTING AT BERT LIPPS POOL	\$220.00
ALWAYS TOWING LLC	110860	9/7/2023	POLICE	BPO - PD - TOW SERVICE	\$200.00
AMAZON CAPITAL SERVICES	110786	8/31/2023	FIRE	FIRE - AMAZON - PORTABLE SOUND SYSTEM	\$909.00
				FIRE - AMAZON - WEIGHT VESTS	\$1,019.94
			LIBRARY	BPO - LIB - DVD ORDERS	\$324.80
				LIB - TEEN FICTION BOOKS	\$90.65
			RECREATION	HAND HELD CAN OPENERS FOR THE KITCHEN	\$67.80
	110861	9/7/2023	COMDEV	BPO - CD: OFFICE SUPPLIES FROM AMAZON	\$248.62
			FIRE	FIRE - AMAZON - HT1250 ANTENNA	\$56.88
				FIRE - AMAZON - MISC SUPPLIES	\$1,959.67
				FIRE - AMAZON - OFFICE SUPPLIES	\$285.51
				FIRE - AMAZON - PT EQUIPMENT	\$863.82
			INFOSYSTMS	IT SUPPLIES	\$3,946.62
				POLY BT700 ADAPTER	\$392.00
			LEGAL	MONITOR CABLES-DRURY'S SIT/STAND DESK-AMAZON	\$24.94
			LIBRARY	BPO - LIB - JUVENILE DVD ORDERS	\$12.99
			PARKSFAC	LIGHTS FOR THE LIBRARY	\$270.07
			POLICE	PD - PROGRAMMING CABLE ORGANIZER AND CORD	\$65.27
			TRNSPN	BPO - ENGR - DEVELOPMENT FILING SPLYS	\$280.60
				PW - SCREEN & CAMERA PROTECTORS FOR PHONES	\$58.47
				PW-WTR DIS-ADDITIONAL SCADACORE ITEMS	\$99.56
			WATER	RETURN FROM INVOICE# 1RPW-VF3G- QCG3	(\$70.20)
ANATEK LABS INC	110787	8/31/2023	WATER	BPO PW WTP/TOC/COLIFORM SAMPLING ANALYSIS	\$1,050.00
	110862	9/7/2023	WATER	BPO PW WTP/TOC/COLIFORM SAMPLING ANALYSIS	\$736.00
			WSTWTR	BPO PW IND PTMT ANALYSIS OF SAMPL	\$571.00
				BPO PW WWTP LAB SAMPLE ANALYSIS	\$971.00
ANTHONY H SEUBERT	110967	9/7/2023	RECREATION	BPO P&R SENIOR MEAL DELIVERY REIMBURSEMENT 2023	\$157.20
AQUATIC INFORMATICS INC	110863	9/7/2023	WATER	BPO PW WTR CROSS CONNECTION PROGRAM	\$322.00
ATLAS SAND & ROCK	110788	8/31/2023	TRNSPN	BPO - STREETS - SAND & ROCK	\$376.89
	110864	9/7/2023	TRNSPN	BPO - STREETS - SAND & ROCK	\$1,169.18
AUSTIN BROWN	110874	9/7/2023	FIRE	BPO - FIRE - DR. AUSTIN BROWN	\$2,084.00
AVISTA	110865	9/7/2023	CEMETERY	08/31/23 BILL DATE: UTILITY CHARGES	\$1,847.29



Voucher's Payable

			COMDEV	08/31/23 BILL DATE: UTILITY CHARGES	\$1,289.36
			LIBRARY	08/31/23 BILL DATE: UTILITY CHARGES	\$2,861.11
			PARKSFAC	08/31/23 BILL DATE: UTILITY CHARGES	\$14,282.80
			RECREATION	08/31/23 BILL DATE: UTILITY CHARGES	\$959.23
			SANITATION	08/31/23 BILL DATE: UTILITY CHARGES	\$331.03
			TRNSPN	08/31/23 BILL DATE: UTILITY CHARGES	\$39,320.47
			WATER	08/31/23 BILL DATE: UTILITY CHARGES	\$66,426.03
			WSTWTR	08/31/23 BILL DATE: UTILITY CHARGES	\$27,316.04
B&H FOTO & ELECTRONICS CORP	110866	9/7/2023	INFOSYSTMS	NETWORK EQUIPMENT	\$985.04
BALL & BALL LLC DBA ROTO ROOTER	110820	8/31/2023	PARKSFAC	CLEAN GREASE TRAP AT COM CENTER	\$400.00
				DRAIN CLEANING SERVICE CENTER	\$220.00
BAVCO	110867	9/7/2023	WATER	BPO PW BACKFLOW PARTS AND KITS	\$520.70
BEACON ATHLETICS LLC	110789	8/31/2023	RECREATION	Base Anchors and Plugs	\$699.72
	110868	9/7/2023	RECREATION	Base Anchors and Plugs	\$780.00
BEAUTIFUL DOWNTOWN LEWISTON	110790	8/31/2023	SPECASSMT	BID ASSESSMENT COLLECTIONS WK ENDING 08/25/23	\$3,623.51
	110829	9/7/2023	SPECASSMT	BID ASSESSMENT COLLECTIONS WK ENDING 08/31/23	\$11,402.08
BIG 5 SPORTING GOODS	110869	9/7/2023	RECREATION	YOUTH BASKETBALL PROGRAM EQUIPMENT	\$204.90
BILL'S HEATING & A/C	110870	9/7/2023	PROPIMPR	HVAC WORK AT THE COMMUNITY CENTER	\$39,663.00
BLUE RIBBON LINEN SUPPLY INC	110871	9/7/2023	POLICE	BPO - PD - RUGS	\$25.00
			WATER	BPO PW WTP/DISTR LAUNDRY & JANITORIAL	\$817.88
BRADY COMPANIES LLC DBA BRADY INDUSTRIES OF IDAHO LLC	110872	9/7/2023	PARKSFAC	CUSTODIAL SUPPLIES	\$478.19
				CUSTODIAL SUPPLIES THROUGH FISCAL YEAR 23	\$3,435.77
BRETTON S WATSON DBA ABLE LOCKSMITH	110856	9/7/2023	PARKSFAC	BPO P&R LOCK REPAIRS	\$190.00
			WATER	BPO PW WDISTR LOCKSMITH SRVS	\$143.85
BRIAN E WARD DBA GUMBY ENTERPRISES INC	110970	9/7/2023	FLTMAINT	BPO - FLEET - TOOLS & SUPPLIES	\$206.70
BROWN & BROWN OF WASHINGTON INC DBA DIMARTINO ASSOCIATES	110831	9/7/2023	ADMSVC	Payroll Run 1 - Warrant 090723	\$2,258.50
BROWN AND CALDWELL	110873	9/7/2023	WATER	WR051 WTP RETROFIT	\$13,714.49
BRUNEEL TIRE SERVICE	110791	8/31/2023	SANITATION	BPO - TS - TIRE DISPOSAL	\$285.00
CARLOS JAQUEZ	110792	8/31/2023	PARKSFAC	LIFEGUARD RECERTIFICATION INSTRUCTOR	\$1,000.00
CAROL MAURER	110828	9/1/2023	EXECUTIVE	MEALS: 3CMA 2023 ANNUAL CONF: 09/05/23	\$215.00
CATALYST MEDICAL GROUP PLLC	110876	9/7/2023	FIRE	BPO - FIRE - CATALYST MEDICAL GROUP	\$164.00
CATHY L BECK DBA THE PLANT LADY	110955	9/7/2023	LIBRARY	BPO - LIB - MONTHLY PLANT CARE	\$100.00



Voucher's Payable

CENTRAL ORCHARDS SEWER DISTRICT	110892	9/7/2023	PARKSFAC	08/31/23 BILL DATE: UTILITY CHARGES	\$251.28
CENTURYLINK	110878	9/7/2023	INFOSYSTMS	08/16/23 BILL DATE: UTILITY CHARGES	\$63.80
CHRIS REESE	110809	8/31/2023	POLICE	BATH @ PETCO FOR K9 ZIVA	\$38.35
CHS INC DBA PRIMELAND	110879	9/7/2023	FLTMAINT	INV/ DRUM OF 0W20 MOTOR OIL	\$920.15
CINTAS CORPORATION #606	110880	9/7/2023	FLTMAINT	BPO/ FLEET UNIFORM RENT & LAUNDRY	\$76.23
			PARKSFAC	BPO P&R CLEANING SUPPIES AND UNIFORM CLEANING	\$35.38
CITY OF LEWISTON EMPLOYEE BENEFIT- CAFETERIA PLAN	110830	9/7/2023	ADMSVC	Payroll Run 1 - Warrant 090723	\$8,432.67
CIVICPLUS LLC	110881	9/7/2023	INFOSYSTMS	WEBSITE HOSTING AND SUPPORT	\$6,147.30
CLEARWATER CLEANING SERVICES CORP	110882	9/7/2023	PARKSFAC	CONTRACT FOR LIBRARY CUSTODIAL	\$4,245.00
CLEARWATER FINANCIAL LLC	110883	9/7/2023	PARKSFAC	PUBLIC ENGAGEMENT AND EDUCATION SERVICES	\$6,079.29
CLEARWATER HYDRAULICS LLC	110884	9/7/2023	FLTMAINT	BPO/ FLEET REPAIR PARTS & OSL	\$94.70
CLEMENTS BROWN & MCNICHOLS	110885	9/7/2023	LEGAL	OUTSIDE LEGAL COUNCIL; STROMBERG; BRADBURY LIT	\$662.50
				OUTSIDE LEGAL COUNCIL; STROMBERG; EDELBLUTE LIT	\$546.00
			TRNSPN	PW - OUTSIDE LEGAL COUNSEL; PROFIT	\$669.50
CODY BLOOMSBURG	110847	9/7/2023	POLICE	MEALS: HIGH THREAT CQC TRAINING: 09/17/23	\$315.00
COLEMAN OIL COMPANY LLC DBA COLEMAN OIL COMPANY	110793	8/31/2023	COMDEV	CP-0019041- 08/27/2023 BILL DATE: FUEL CHARGES	\$274.60
			FIRE	CP-0019041- 08/27/2023 BILL DATE: FUEL CHARGES	\$1,813.86
			FLTMAINT	CP-0019041- 08/27/2023 BILL DATE: FUEL CHARGES	\$57.99
			PARKSFAC	CP-0019041- 08/27/2023 BILL DATE: FUEL CHARGES	\$1,601.81
			POLICE	CP-0019041- 08/27/2023 BILL DATE: FUEL CHARGES	\$2,708.05
			RECREATION	CP-0019041- 08/27/2023 BILL DATE: FUEL CHARGES	\$77.55
			SANITATION	BPO - TS - FUEL	\$118.60
				BPO - TS - FY23 FUEL HAULING CONTRACT	\$712.13
			TRANSITOP	CP-0019041- 08/27/2023 BILL DATE: FUEL CHARGES	\$1,569.31
			TRNSPN	CP-0019041- 08/27/2023 BILL DATE: FUEL CHARGES	\$2,820.21
			WATER	CP-0019041- 08/27/2023 BILL DATE: FUEL CHARGES	\$404.69
			WSTWTR	CP-0019041- 08/27/2023 BILL DATE: FUEL CHARGES	\$682.14
	110886	9/7/2023	SANITATION	BPO - TS - FUEL	\$146.65
COMMERCIAL TIRE INC	110794	8/31/2023	FLTMAINT	BPO/ FLEET/ OSL & TIRE REPAIRS	\$43.50
COMPUNET INC	110888	9/7/2023	FIRE	FIRE - COMPUNET - CRADLEPOINT LICENSES	\$1,806.58
CONSOLIDATED	110889	9/7/2023	PARKSFAC	BPO P&R ELECTRICAL SUPPLIES	\$230.14



Voucher's Payable

ELECTRICAL DISTRIBUTORS			WATER	BPO PW WTP P/M/M MAINT SPLYS	\$244.20
CONTROL SYSTEM TECHNOLOGY INC	110890	9/7/2023	WATER	PW-WTP-REPAIRS HISTORIAN COMPUTER	\$900.00
				WR060 COMMUNITY DRIVE RES PLC PANEL & PROGRAMMING	\$28,600.00
CREA CONSTRUCTION INC	110795	8/31/2023	TRNSPN	TR067 STORM RESPONSE REPAIRS; 11TH, 13TH, 21ST	\$210,076.85
CUES INC	110895	9/7/2023	WSTWTR	PW-WWC-CAMERA REPLACEMENT PARTS	\$477.37
DEBRA ALLEN	110810	8/31/2023	LIBRARY	MILEAGE REIMBURSEMENT FOR SUMMER READING	\$81.15
DELL MARKETING LP	110896	9/7/2023	INFOSYSTMS	ENHANCED PC - GIS	\$2,080.19
DIGLINE INC	110897	9/7/2023	WATER	BPO PW W/WW LOCATE SERVICES	\$208.51
			WSTWTR	BPO PW W/WW LOCATE SERVICES	\$208.50
EFTPS	1394	9/7/2023	ADMSVC	Payroll Run 1 - Warrant 090723	\$161,539.99
EMS MANAGEMENT & CONSULTANTS INC	110796	8/31/2023	FIRE	BPO - FIRE - EMSMC - AMBULANCE BILLING	\$1,878.83
ENVISIONWARE INC	110827	9/1/2023	LIBRARY	LIB - ENVISIONWARE RENEWAL **CREDIT**	(\$41.94)
				LIB - MOBILE PRINTING RENEWAL	\$725.00
ERB'S ACE HARDWARE LLC	110797	8/31/2023	WATER	BPO PW DISTRIB SPLYS	\$107.02
			WSTWTR	BPO PW WW COLL SUPPLIES	\$8.49
				BPO PW WWTP SUPPLIES	\$51.95
				WW034 LOSD LIFT STATION MAINT	\$20.39
	110899	9/7/2023	FIRE	BPO - FIRE - ERB HARDWARE	\$15.29
ERIC TOLLEFSON DBA RAINIER ENVIRONMENTAL LABORATORY	110960	9/7/2023	WSTWTR	BPO PW WWTP WET TESTING	\$3,650.00
FARONICS TECHNOLOGIES USA INC	110900	9/7/2023	LIBRARY	LIB - DEEP FREEZE RENEWAL	\$3,414.00
FASTENAL COMPANY	110901	9/7/2023	PARKSFAC	300 PACKETS OF HYDRATION POWDER FOR CREW	\$165.17
				BPO P&R VENDING MACHINE AND SAFETY SUPPLIES	\$368.38
				GLOVES,EYEWEAR,CABLE TIES,GRAFFITI REMOVER,PRIMER	\$606.11
			WATER	BPO PW WTP SPLYS	\$57.39
FATBEAM LLC	110902	9/7/2023	LIBRARY	BPO - LIB - PUBLIC INTERNET SERVICES	\$990.00
FBI COMMAND COLLEGE	110903	9/7/2023	POLICE	PD - REGISTRATION FOR EYLAR; FBI EXECUTIVE COMMA	\$1,700.00
FERGUSON ENTERPRISES #3011	110798	8/31/2023	WATER	BPO PW DISTRIB MAINT SPLYS	\$1,681.69
	110904	9/7/2023	WATER	BPO PW DISTRIB MAINT SPLYS	\$1,284.12
FERGUSON ENTERPRISES LLC #3325	110818	8/31/2023	WATER	BPO PW DISTRIB SPLYS	\$269.90
FIANDER & ASSOCIATES LLC DBA COLUMBIA FITNESS	110887	9/7/2023	FIRE	FIRE - COLUMBIA FITNESS - EQUIP MAINTENANCE	\$675.00
FISHER SYSTEMS INC	110799	8/31/2023	WSTWTR	PW-WWTP- INSTALL DUAL CELL COMM; CONTROL 1 & 2	\$1,087.50
FOP LEWIS CLARK LODGE #10	110832	9/7/2023	ADMSVC	Payroll Run 1 - Warrant 090723	\$1,900.64
FOUR SEASONS LAWN CARE	110905	9/7/2023	POLICE	BPO - PD - PEST CONTROL FOR PD, TRAINING CENTER, A	\$96.00



Voucher's Payable

GALLS PARENT HOLDINGS LLC DBA GALLS LLC	110906	9/7/2023	FIRE	FIRE - GALLS - NEW EMPLOYEE UNIFORMS	\$1,077.80
				FIRE - GALLS - RESERVE CLOTHING	(\$161.10)
GATEWAY MATERIALS	110800	8/31/2023	FLTMANT	BPO/ FLEET REPAIR PARTS & SUPPLIES	\$15.50
			WATER	BPO PW DISTRIB MATERIALS FABRICAT	\$275.50
	110907	9/7/2023	WSTWTR	BPO PW WW COLL BLDG MAINT SUPPLIES	\$65.85
GEORGE WILLIAM REED	110961	9/7/2023	RECREATION	BPO P&R SENIOR NUTRITION MEAL DELIVERY DRIVER	\$183.40
GPE CONTROLS INC DBA SHAND AND JURS	110908	9/7/2023	WSTWTR	PW-WW-MAINTENANCE ON GAS SYSTEM	\$6,850.00
GRAINGER	110909	9/7/2023	WATER	BPO PW WTP P/M/M SPLYS	\$235.84
				PW-WTP-WASHABLE AIR FILTERS (2) FOR AIR HANDLER	\$2,486.24
			WSTWTR	BPO PW WWTP P/M/M MAINT SUPPLIES	\$878.98
				PW-WWC-PRESSURE WASHER	\$1,278.82
H & H BUSINESS SYSTEMS	110910	9/7/2023	COMDEV	CD- COPIER MAINTENANCE	\$394.22
			TRNSPN	BPO - ENG - PLOTTER MAINTENANCE	\$0.95
H D FOWLER COMPANY INC	110911	9/7/2023	WATER	NON INVENTORY - FORD BRASS	\$96.77
HACH COMPANY	110912	9/7/2023	WATER	BPO PW WTP LAB SPLYS	\$251.71
HAHN SUPPLY	110913	9/7/2023	PARKSFAC	HVAC PLEATED FILTERS FOR BACK STOCK	\$501.48
				SAWSALL TOOL	\$141.60
HCAA LLC	110914	9/7/2023	WATER	PW-WTR-WWC-WWPT 2023 SHIRT ORDER	\$902.75
			WSTWTR	PW-WTR-WWC-WWPT 2023 SHIRT ORDER	\$911.00
HENRY SCHEIN	110915	9/7/2023	FIRE	BPO - FIRE - HENRY SCHEIN EMS SUPPLIES	\$2,892.08
HERCO INC DBA HERCO ASPHALT & PAVING	110916	9/7/2023	TRNSPN	PW - PATCHBACK 14TH ST; 23RD AVE - 24TH AVE	\$9,500.00
HOME DEPOT CREDIT SERVICES	110917	9/7/2023	FIRE	BPO - FIRE - HOME DEPOT STATION SUPPLIES	\$84.38
			PARKSFAC	BPO P&R CONSTRUCTION AND HVAC SUPPLIES	\$48.88
				WINDOW INSTALL AT PD	\$39.70
			WATER	BPO PW WTP SPLYS	\$277.86
			WSTWTR	BPO PW WWTP SUPPLIES	\$223.99
HRA VEBA TRUST	110833	9/7/2023	EXECUTIVE	VEBA - RAVENCROFT	\$6,174.05
HUBER ACTION FREIGHT INC	110801	8/31/2023	FLTMANT	BPO/ FLEET SHIPPING	\$31.20
HUGHES FIRE EQUIPMENT INC	110918	9/7/2023	FLTMANT	REPL PUMP CTRL FOR #001 ENGINE	\$2,830.43
I A F F - LOCAL #1773	110834	9/7/2023	ADMSVC	Payroll Run 1 - Warrant 090723	\$2,964.50
IAFF LOCAL 1773 PAC	110835	9/7/2023	ADMSVC	Payroll Run 1 - Warrant 090723	\$465.00
IDAHO CHILD SUPPORT RECEIPTING	110836	9/7/2023	ADMSVC	Payroll Run 1 - Warrant 090723	\$730.24
IDAHO DEPT OF CORRECTION	110802	8/31/2023	CEMETERY	INMATE LABOR FOR CEMETERY 5/7 THROUGH 8/5/2023	\$11,602.50
			PARKSFAC	INMATE LABOR	\$2,268.00



Voucher's Payable

	110920	9/7/2023	CEMETERY	INMATE LABOR FOR CEMETERY 5/7 THROUGH 8/5/2023	\$7,258.88
			SANITATION	PW-SW-LITTER CLEANUP CREW - 4/10-13/2023	\$1,973.90
IDAHO DEPT OF HEALTH & WELFARE	110919	9/7/2023	FIRE	FIRE-ID EMS-RECERT	\$25.00
IDAHO ICE	110921	9/7/2023	LEGAL	BPO-LEGAL-WATER FOR CITY ATTORNEY'S OFFICE FY23	\$34.98
			PARKSFAC	BPO FOR DRINKING WATER AT POOLS	\$44.49
			SANITATION	BPO - TS - IDAHO ICE	\$18.69
IDAHO INDUSTRIAL COMMISSION	110922	9/7/2023	INSTRUST	IDAHO INDUSTRIAL SPECIAL INDEMNITY FUND	\$2,280.96
IDAHO STATE TAX COMMISSION	110837	9/7/2023	ADMSVC	Payroll Run 1 - Warrant 090723	\$28,847.00
	110838	9/7/2023	ADMSVC	Payroll Run 1 - Warrant 090723	\$774.76
IDAHO TRUCK SALES CO	110803	8/31/2023	FLTMAINT	BPO/ FLEET REPAIR PARTS & REPAIRS	\$157.85
INGRAM LIBRARY SERVICES	110923	9/7/2023	LIBRARY	BPO - LIB - ADULT BOOKMOBILE	\$719.47
				BPO - LIB - ADULT FICTION	\$1,704.27
				BPO - LIB - ANF 1ST FLOOR BOOKS	\$628.58
				BPO - LIB - AUDIOBOOKS	\$121.78
				BPO - LIB - JUVENILE FICTION	\$941.67
				BPO - LIB - JUVENILE NON FICTION	\$580.74
				BPO - LIB - LARGE PRINT	\$642.27
INLAND FASTENER INC	110924	9/7/2023	FLTMAINT	BPO - FLEET - REPAIR PARTS & SUPPLIES	\$16.11
INLAND FIRST AID AND SAFETY LLC	110925	9/7/2023	SANITATION	BPO - TS - MEDICAL SPLYS	\$96.40
INTERMOUNTAIN CLAIMS INC	110839	9/7/2023	INSTRUST	INTERMOUNTAIN CLAIMS- REIMB	\$11,109.25
	110926	9/7/2023	INSTRUST	BPO- INTERMOUNTAIN INVOICE BOI328468	\$6,398.00
INTERNATIONAL CITY MANAGEMENT ASSOCIATION DBA MISSIONSQUARE RETIREMENT	1393	9/7/2023	ADMSVC	Payroll Run 1 - Warrant 090723	\$4,802.18
JAMES ALLEN	110848	9/7/2023	POLICE	MEALS: HIGH THREAT CQC TRAINING: 09/17/23	\$315.00
JOE HALL FORD	110927	9/7/2023	FLTMAINT	BPO/ FLEET REPAIR PARTS & OSL	\$64.94
JOE KAUFMAN	110811	8/31/2023	TRNSPN	MEALS/MILEAGE: PNCWA 2023 CONFERENCE: 09/10/23	\$405.32
JOHN'S SAW SERVICE	110928	9/7/2023	PARKSFAC	1 SHAFT, 8 PLUGS, 10, PLUGS, 24137113200SHAFT	\$314.58
				PARTS FOR STRING TRIMMER REPAIR	\$125.76
			WATER	BPO PW DISTRIB SPLYS	\$61.47
JON ADAMS	110857	9/7/2023	RECREATION	BPO P&R SENIOR MEAL DELIVERY REIMBURSEMENT 2023	\$180.78
J-U-B ENGINEERS	110804	8/31/2023	WATER	WR060 COMMUNITY DR RESERVOIR (FKA SE RESERVOIR)	\$18,439.66
KAREN SELDON	110966	9/7/2023	RECREATION	BPO P&R SENIO MEAL DELIVERY REIMBURSEMENT 2023	\$189.95
KENT D BRUCE COMPANY LLC	110929	9/7/2023	FLTMAINT	IMPLEMENTS FOR FIRE'S #011 RESCUE PICKUP	\$1,547.14
				WINDOW GUARDS FOR FY23 PATROL SUVS	\$1,010.00



Voucher's Payable

KENWORTH SALES COMPANY	110805	8/31/2023	FLTMAINT	BPO/ FLEET REPAIR PARTS & OSL	\$88.36
	110930	9/7/2023	FLTMAINT	BPO/ FLEET REPAIR PARTS & OSL	\$75.70
KING'S THRONES & PUMPING SERVICE LLC	110931	9/7/2023	CEMETERY	BPO P&R PORTABLE TOILETS IN THE PARKS	\$83.00
			PARKSFAC	BPO P&R PORTABLE TOILETS IN THE PARKS	\$893.00
			WATER	BPO PW DISTRIB PORTAPOT MONTHLY SRV	\$45.00
KNOX CONCRETE	110932	9/7/2023	TRNSPN	WR701 HIGH RES INTERIM; 16TH AVE CONCRETE REPAIRS	\$23,500.00
L N CURTIS & SONS	110933	9/7/2023	POLICE	PD - CHARCOAL MASKS AND HALLIGAN TOOLS	\$366.90
LARIVIERE INC	110934	9/7/2023	ECONDEV	21.027 WR0600 ARPA DWNTNW MAIN REPLACEMENT-CONSTR	\$168,342.58
LEGACY PAVING AND CONSTRUCTION LLC	110935	9/7/2023	WATER	BPO PW W DISTRIB EMERGENCY PATCHES	\$2,800.00
			WSTWTR	BPO PW COLLECTIONS EMERGENCY PATCHES	\$1,250.00
LES SCHWAB TIRE CENTER	110936	9/7/2023	FLTMAINT	INV/ MOWER TIRES	\$788.47
			FLTMAINT	BPO/ FLEET REPAIR PARTS & OSL	\$77.44
LEWIS CLARK ANIMAL SHELTER	110937	9/7/2023	POLICE	BPO - PD - SHELTER CONTRACT FEES	\$5,412.87
LEXIPOL LLC	110938	9/7/2023	POLICE	PD - ANNUAL POLICY MANUAL SOFTWARE RENEWAL	\$12,458.72
LOID	110939	9/7/2023	PARKSFAC	08/16/23 BILL DATE: UTILITY CHARGES	\$398.94
MERCURY MEDICAL	110941	9/7/2023	FIRE	BPO - FIRE - MERCURY MEDICAL AIRTRAQS	\$801.92
MIDCO DIVING AND MARINE SERVICES INC	110942	9/7/2023	WATER	RESERVOIR CLEANING	\$29,027.00
MISC CUSTOMER REFUND	110806	8/31/2023	PARKSFAC	PIONEER PARK CANCELLATION- ORG RCT 54919333	\$95.00
	110807	8/31/2023	FIRE	PUBLIC SAFETY SOLUTIONS: ANTENNAS FOR CRADLEPOINTS	\$3,475.00
	110808	8/31/2023	RECREATION	COULD NOT ATTEND SENIOR LUNCH TRIP IN OCTOBER	\$15.00
	110840	9/7/2023	RECREATION	UNABLE TO PARTICIPATE IN YOUTH B-BALL PRGM	\$40.00
	110841	9/7/2023	SANITATION	UB 2100312592 3709 19TH	\$58.70
	110842	9/7/2023	RECREATION	SPONSOR PAID FEES ALSO-DUPLICATE FEES REFUNDED	\$200.00
	110843	9/7/2023	SANITATION	UB 1900071137 1817 BURRELL	\$14.45
	110844	9/7/2023	WSTWTR	UB 0500038385 2520 17TH	\$73.86
	110845	9/7/2023	SANITATION	UB 2000959774 1520 WARNER	\$32.42
	110846	9/7/2023	UNDEFINED	UB 2100122831 3428 9TH	\$77.28
	110943	9/7/2023	ECONDEV	CD - CDBG 2023-2027 CONSOLIDATED PLAN	\$1,280.60
MOTION INDUSTRIES INC	110814	8/31/2023	FLTMAINT	BPO/ FLEET REPAIR PARTS & SUPPLIES	\$15.04
			FLTMAINT	BPO/ FLEET REPAIR PARTS & SUPPLIES	\$96.91
NAPA AUTO PARTS	110944	9/7/2023	FLTMAINT	BPO - FLEET - REPAIR PARTS & SUPPLIES	\$631.43
			FLTMAINT	BPO - FLEET - REPAIR PARTS & SUPPLIES	\$252.17
			WATER	BPO PW DISTRIB SPLYS	\$2.58



Voucher's Payable

			WSTWTR	BPO PW WWTP SUPPLIES	\$10.33
NATIONAL SAFETY INC	110945	9/7/2023	WSTWTR	PW-WWC-FIRST AID KIT SUPPLIES	\$75.65
NATIONWIDE RETIREMENT	1391	9/7/2023	ADMSVC	Payroll Run 1 - Warrant 090723	\$6,498.43
NATIONWIDE-RESERVE	1395	9/7/2023	ADMSVC	Payroll Run 1 - Warrant 090723	\$1,109.04
NCPERS GROUP LIFE INS	110850	9/7/2023	ADMSVC	Payroll Run 1 - Warrant 090723	\$1,456.00
NEIL WASSMUTH	110812	8/31/2023	FLTMAINT	MEALS: 2023 WA FIRE MECHANICS FALL CONF: 09/10/23	\$82.00
NEZ PERCE COUNTY	110946	9/7/2023	LEGAL	BPO-LEGAL-NPC-COL FY23 PROSECUTION SERVICES	\$9,483.34
			LEGISLATIV	NPC DRUG TESTING CONTRIBUTION - COUNCIL APPR	\$10,000.00
NORCO INC	110815	8/31/2023	FIRE	BPO - FIRE - NORCO	\$130.03
	110947	9/7/2023	FIRE	BPO - FIRE - NORCO	\$466.55
NORTH 40 OUTFITTERS	110816	8/31/2023	FIRE	BPO - FIRE - NORTH 40	\$399.92
			PARKSFAC	BPO P&R IRRIGATION, CONSTRUCTION SUPPLIES	\$8.77
			POLICE	BPO - PD - UNIFORM PANTS/PATROL	\$59.99
			TRNSPN	BPO - STREETS - SPLYS	\$13.99
				PW - ST - SAFETY SHOES: EVANS	\$175.00
			WATER	BPO PW DISTRIB SPLYS	\$78.97
			WSTWTR	BPO PW WWTP SUPPLIES	\$19.54
				BPO PW WWTP SUPPLIES	\$80.43
	110948	9/7/2023	POLICE	BPO - PD - UNIFORM PANTS/PATROL	\$59.99
			TRNSPN	BPO - STMW - PERSONNEL EQUIPMENT	\$97.49
			WATER	BPO PW DISTRIB SPLYS	\$81.59
			WSTWTR	BPO PW WW COLL SUPPLIES/TOOLS	\$5.99
ODP BUSINESS SOLUTIONS LLC	110949	9/7/2023	COMDEV	BPO - CD: OFFICE DEPOT: CD OFFICE SUPPLIES	\$89.76
			FINANCE	BPO - FIN - OFFICE SUPPLIES	\$526.68
			FIRE	FIRE - OFFICE DEPOT - TONER	\$497.75
			POLICE	BPO - PD - OFFICE SUPPLIES	\$80.11
			SANITATION	BPO - PW - OFFICE SUPPLIES	\$0.03
			TRNSPN	BPO - PW - OFFICE SUPPLIES	\$41.54
			WATER	BPO - PW - OFFICE SUPPLIES	\$0.04
				BPO PW DISTRIB OFFICE SPLYS	\$16.60
			WSTWTR	BPO - PW - OFFICE SUPPLIES	\$0.03
				BPO PW WW COLL OFFICE SUPPLIES	\$70.10
ORCHARDS SHOE SHOP	110950	9/7/2023	WATER	PW-WTD-SAFETY SHOES; G TEED	\$175.00
OVERDRIVE INC	110951	9/7/2023	LIBRARY	BPO - LIB - ADULT OVERDRIVE ORDERS	\$1,532.71
OWEN EQUIPMENT	110952	9/7/2023	FLTMAINT	BPO/ FLEET REPAIR PARTS	\$55.84
OXARC	110953	9/7/2023	WATER	PW-WTR-ACH TOTE	\$3,132.25
			WSTWTR	BPO PW WW COLL PERSONNEL EQUIPMENT	\$14.30
				BPO PW WW COLL SUPPLIES	\$50.70
PACWEST MACHINERY LLC	110817	8/31/2023	FLTMAINT	INV/ GUTTER BROOMS FOR #467 SWEEPER	\$3,360.00
PAUL SCOTT DRIVER	110898	9/7/2023	RECREATION	BPO P&R SENIOR MEAL REIMBURSEMENT 2023	\$76.64



Voucher's Payable

PERSI	1392	9/7/2023	ADMSVC	Payroll Run 1 - Warrant 090723	\$208,681.57
PETERSON RADIATORS MUFFLERS & HITCH CENTER	110954	9/7/2023	FLTMAINT	BPO - FLEET - REPAIR PARTS & EXHAUST WORK	\$150.20
POLYDYNE INC	110956	9/7/2023	WSTWTR	POLYMER INV #1745043	\$4,522.95
PORT OF LEWISTON	110957	9/7/2023	INFOSYSTMS	BPO - IT - FIBER	\$756.00
PRINTCRAFT PRINTING	110958	9/7/2023	COMDEV	BPO - CD: ENVELOPES, LETTERHEAD, BUSINESS CARDS F	\$50.00
				CD-PZ-COMP PLAN POSTERS FOR BOOTH	\$237.50
			FIRE	FIRE - PRINTCRAFT - 772 STICKERS	\$55.00
			POLICE	BPO - PD - BUSINESS CARDS	\$40.00
				PD - PAWN SLIPS	\$147.50
				PD - TRESPASS ORDER FORMS	\$365.00
QUALITY CONCRETE PRODUCTS	110959	9/7/2023	PARKSFAC	CAULKING FOR PIONEER FOUNTAIN	\$1,472.89
RAY SINCLAIR	110813	8/31/2023	FLTMAINT	MEALS: 2023 WA FIRE MECHANICS FALL CONF: 09/10/23	\$82.00
RDK CORPORATION DBA SHADOW TRACKERS	110968	9/7/2023	HR	BPO - HR - BACKGROUND CHECK SERVICES	\$238.00
RELiance STANDARD LIFE INSURANCE COMPANY	110851	9/7/2023	ADMSVC	Payroll Run 1 - Warrant 090723	\$7,117.94
RICOH USA INC	110819	8/31/2023	LIBRARY	BPO-LIB- MONTHLY COPY FEES	\$767.13
	110962	9/7/2023	LEGAL	BPO-LEGAL-RICOH MONTHLY COPIER RENTAL FY23	\$134.77
			LIBRARY	LIB - MONTHLY LEASE FEES	\$280.86
	110963	9/7/2023	LEGAL	BPO-LEGAL-RICOH COPIER-COPY FEES FY23	\$60.07
			SANITATION	BPO - PW - MPC4503 COPIER MAINTENANCE	\$13.11
			TRNSPN	BPO - PW - MPC4503 COPIER MAINTENANCE	\$140.85
			WATER	BPO - PW - MPC4503 COPIER MAINTENANCE	\$0.88
			WSTWTR	BPO - PW - MPC4503 COPIER MAINTENANCE	\$7.82
ROGERS MOTORS LLC DBA ROGERS CHRYSLER JEEP DODGE RAM LLC	110964	9/7/2023	FLTMAINT	BPO - FLEET - REPAIR PARTS & REPAIRS	\$97.60
RUSH TRUCK CENTERS OF IDAHO	110965	9/7/2023	FLTMAINT	OSL/ DIAG & REPAIR LIT CEL ON #327 DUMP TRUCK	\$1,907.37
				REPL HIGH PRESSURE OIL PUMP #460 MRAP	\$2,046.30
RWC INTERNATIONAL LTD	110821	8/31/2023	FLTMAINT	REMAN TRANSMISSION FOR #310 DRUMP TRUCK	\$6,298.91
SEAN BROGAN	110822	8/31/2023	RECREATION	UMPIRED 3 GAMES FOR PRE-COED LEAGUE SEASON @\$30/GM	\$90.00
SHERA S BRYER	110875	9/7/2023	RECREATION	SENIOR MEAL DRIVER FOR 2023	\$70.74
SITEONE LANDSCAPE SUPPLY LLC	110969	9/7/2023	PARKSFAC	BPO P&R IRRIGATION SUPPLIES	\$26.91
SPLASH CARWASH & DETAILING	110971	9/7/2023	POLICE	BPO - PD - CAR WASH	\$517.00
STERICYCLE INC	110972	9/7/2023	FIRE	BPO - FIRE - STERICYCLE	\$55.13
STERLING BATTERY COMPANY	110823	8/31/2023	FLTMAINT	BPO - FLEET - VEHICLE BATTERIES	\$308.38



Voucher's Payable

TAMMI L SMITH DBA THE COUNTRY STITCH	110894	9/7/2023	FIRE	FIRE - COUNTRY STITCH - SEWING	\$81.15
TERRAFIRMA FOUNDATION REPAIR INC DBA TERRAFIRMA FOUNDATION SYSTEMS	110975	9/7/2023	PROPIMPR	FOUNDATION AT STATION 4	\$400.00
THATCHER COMPANY INC	110976	9/7/2023	WATER	BPO IFB-22-015 SODIUM HYDROXIDE	\$14,973.00
THE CAXTON PRINTERS LTD	110877	9/7/2023	LIBRARY	LIB - LOCAL HISTORY BOOK ORDER	\$73.37
THE HOME DEPOT PRO	110973	9/7/2023	CEMETERY	PAPER TOWELS AND TP FOR CEMETERY	\$292.28
			PARKSFAC	CUSTODIAL SUPPLIES FOR CITY BUILDINGS	\$1,880.76
				CUSTODIAL SUPPLIES FOR FISCAL YEAR 23	\$1,281.64
THE MASTER'S TOUCH LLC	110940	9/7/2023	FINANCE	BPO - UB - STATEMENT PRINTING AND MAILING	\$6,178.83
THE UPS STORE	110983	9/7/2023	POLICE	BPO - PD - MAIL SERVICE	\$145.84
THOMSON REUTERS - WEST	110977	9/7/2023	LEGAL	BPO-LEGAL-WESTLAW CHARGES FOR FY23	\$916.95
T-MOBILE	110974	9/7/2023	LIBRARY	BPO-LIB-MOBILE SERVICES FEES	\$437.64
TPC HOLDINGS INC	110978	9/7/2023	POLICE	PD - MEDIA KICK-OFF FOR RECRUITMENT CAMPAIGN	\$2,600.00
TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS INC	110979	9/7/2023	POLICE	BPO PD TLO ACCESS FEES FOR INVESTIGATIONS	\$128.00
TRIBUNE PUBLISHING CO	110980	9/7/2023	EXECUTIVE	BPO - EXEC - PUBLISHING COSTS	\$894.74
			FINANCE	BUDGET INSERT	\$1,878.35
UNIFORMS2GEAR INC	110824	8/31/2023	POLICE	BPO - PD - UNIFORMS/NEW HIRE	\$325.87
				BPO - PD - UNIFORMS/PATROL	\$143.70
				BPO - PD - UNIFORMS/SUPPORT	\$120.44
				PD - HYBRID SHIRTS FOR PATROL TO STOCK SUPPLY ROOM	\$803.55
UNITED RENTALS (NORTH AMERICA), INC.	110825	8/31/2023	WATER	BPO PW DISTRIBUTION SPLYS	\$228.75
UNLEASHED MARKETING & DESIGN LLC	110982	9/7/2023	LIBRARY	LIB - BUSINESS CARDS	\$70.00
			RECREATION	BUSINESS CARDS FOR SCOT MCGEE	\$46.50
URM STORES INC	110984	9/7/2023	POLICE	BPO - PD - OFFICE SUPPLIES AND FOOD ITEMS	\$40.80
			RECREATION	BPO P&R SENIOR NUTRITION FOODS	\$721.06
US FOODS - SPOKANE	110985	9/7/2023	RECREATION	BPO P&R SENIOR NUTRITION FOOD	\$1,560.87
VALLEY VISION INC	110986	9/7/2023	LEGISLATIV	SERVICE AGREEMENT: VALLEY VISION INVESTMENT 2023	\$15,000.00
VALLEY WASTE DISPOSAL LLC	110987	9/7/2023	SANITATION	BPO - PW - FY23 ANNUAL DEBRIS DISPOSAL	\$2,358.34
WASHINGTON DEPT OF CORRECTIONS	110891	9/7/2023	RECREATION	CREDIT ON INVOICE F184303	(\$50.00)
				FROZEN FOODS	\$3,369.00
WASHINGTON STATE SUPPORT REGISTRY	110852	9/7/2023	ADMSVC	Payroll Run 1 - Warrant 090723	\$358.86
WELLS FARGO	110893	9/7/2023	FINANCE	JUL - SEPT STMT CREDIT ON COSTCO WELLS FARGO CARD	(\$71.32)
			FIRE	BPO - FIRE - COSTCO ST SUPPLIES	\$1,431.57
				FIRE - COSTCO - WILDLAND SUPPLIES	\$65.16



Voucher's Payable

			HR	CAKE AND WATER FOR KARI RAVENCROFT RETIREMENT PART	\$59.71
			POLICE	PD - CANDY FOR PARADES AND FOOD AND DRINKS FOR HOT	\$379.47
			SANITATION	BPO - PW - SUPPLIES FOR DEPT	\$65.00
			TRNSPN	BPO - PW - SUPPLIES FOR DEPT	\$520.00
			WATER	BPO - PW - SUPPLIES FOR DEPT	\$32.50
				BPO PW DISTRIB SUPPLIES	\$429.06
			WSTWTR	BPO - PW - SUPPLIES FOR DEPT	\$32.50
				BPO PW WW COLL SUPPLIES	\$350.00
WESTERN EQUIPMENT	110981	9/7/2023	FLTMAINT	BPO - FLEET - REPAIR PARTS	\$371.63
WESTERN RECYCLERS INC	110988	9/7/2023	FINANCE	BPO - FIN - WESTERN RECYCLERS - SHREDDING	\$34.67
			HR	BPO - FIN - WESTERN RECYCLERS - SHREDDING	\$17.33
			LIBRARY	BPO - LIB - SHREDDING SERVICES	\$52.00
			POLICE	BPO - PD - SHREDDING SVCS	\$52.00
			TRNSPN	BPO - PW - SHREDDING SERVICES	\$17.00
WEX BANK	110991	9/7/2023	POLICE	BPO - PD - FUEL/UNMARKED	\$198.48
WILBERT PRECAST INC	110989	9/7/2023	CEMETERY	OPENING&CLOSING FEES NORMAL HILL AUGUST	\$2,815.00
WIRELESS TECHNOLOGY INC	110990	9/7/2023	TRNSPN	PW - TR - TRAFFIC CAMERA REPAIR	\$525.23
WSCCCE	110853	9/7/2023	ADMSVC	Payroll Run 1 - Warrant 090723	\$2,160.11
WSCFF EMPLOYEE BENEFIT TRUST	110854	9/7/2023	ADMSVC	Payroll Run 1 - Warrant 090723	\$3,825.00
ZACH THOMAS	110849	9/7/2023	POLICE	MEALS: HIGH THREAT CQC TRAINING: 09/17/23	\$315.00
ZIEGLER BUILDING CENTER	110826	8/31/2023	WATER	BPO PW DISTRIB OP SPLYS	\$41.69
	110992	9/7/2023	WATER	BPO PW DISTRIB OP SPLYS	\$936.47
				BPO PW WTP OP SPLYS	\$16.64
ZOLL MEDICAL CORPORATION GPO	110993	9/7/2023	FIRE	BPO - FIRE - ZOLL EMS SUPPLIES	\$1,074.00
Total					\$1,499,006.94



CITY COUNCIL MEETING AGENDA ITEM HISTORY/COMMENTARY

ITEM TITLE PRELIMINARY PLAT - CANYON CREST SOUTH ADDITION	AGENDA NO. V.D. AGENDA DATE: September 25, 2023
ITEM HISTORY (PREVIOUS COUNCIL REVIEWS, ACTION RELATED TO THIS ITEM, OTHER PERTINENT HISTORY) The Lewiston City Council has not acted on this plat previously. At their September 13, 2023 regular meeting, the City of Lewiston Planning and Zoning Commission considered the Canyon Crest South Addition Preliminary Plat, and voted unanimously to recommend approval of the plat contingent upon an approval of the Bryden Avenue vacation petition (VA-02-2023), to the Lewiston City Council.	
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 Canyon Crest South Addition preliminary plat proposes to plat approximately 9.4 acres of undeveloped property located east of 18th Street, and north of Airway Avenue, into 56 lots. In accordance with Section 32-19(4) of the Subdivision Code, the development is proposed to be constructed in two phases as indicated on the preliminary plat drawing. All of the proposed lots in the subdivision will be “standard” lots which have frontage on an improved public street that exceeds the minimum required lot width for the zone. The current R-3 zoning designation allows lots to be developed utilizing the Small Lot Development Standard per LCC Sec. 37-33, which contains provisions for zero lot line common-wall dwellings (commonly called townhouses). The developer has also applied for a vacation of the existing undeveloped right-of-way of Bryden Avenue, which is located at the north end of the proposed development. The proposed subdivision area includes property currently within the southern half of the proposed Bryden Avenue vacation area. Final approval of this preliminary plat by the Lewiston City Council should only be considered if the Council has already made a conditional approval of the related Bryden Avenue vacation petition (VA-02-2023). The proposed vacation and new subdivision configuration will correct the “double-frontage” issue (per Section 32-35(c)) with several of the existing lots currently located between Clearview Point Drive and undeveloped Bryden Avenue, while providing an alternate street continuation pattern for Bryden Avenue, in accordance with the provision contained in Section 32-32 of City Code, via connections provided by Gallatin Way and Glacier Drive. The proposed development will require dedication of public right-of-way and construction of public improvements for approximately 1,853 lineal feet of new public streets. The proposed new streets within the subdivision will be constructed to the Local Residential Street standard. Frontage improvements along	

approximately 1,321 lineal feet of existing public streets south and west of the proposed subdivision will also be required. In addition to the required frontage improvements along 18th Street and Airway Avenue, the City sewer main will also be extended along the frontages of 18th Avenue and Airway Avenue to provide sewer service to the proposed subdivision.

L.O.I.D. water mains already exist in 18th Street and Airway Avenue, and following the successful annexation of the development property into the L.O.I.D. boundary, can be utilized to provide water service along those frontages, and extended into the proposed new streets.

Avista Utilities, CenturyLink/Lumen Technologies, and Sparklight have also confirmed their intent to provide utility service to the development.

The subject property was recently re-zoned from R-1 to R-3, and the proposed lot configurations adhere to the requirements of the R-3 zone, as outlined in the City of Lewiston Zoning Ordinance, City Code Chapter 37.

The preliminary plat complies with the applicable requirements of the City of Lewiston Subdivision Ordinance, City Code Chapter 32.

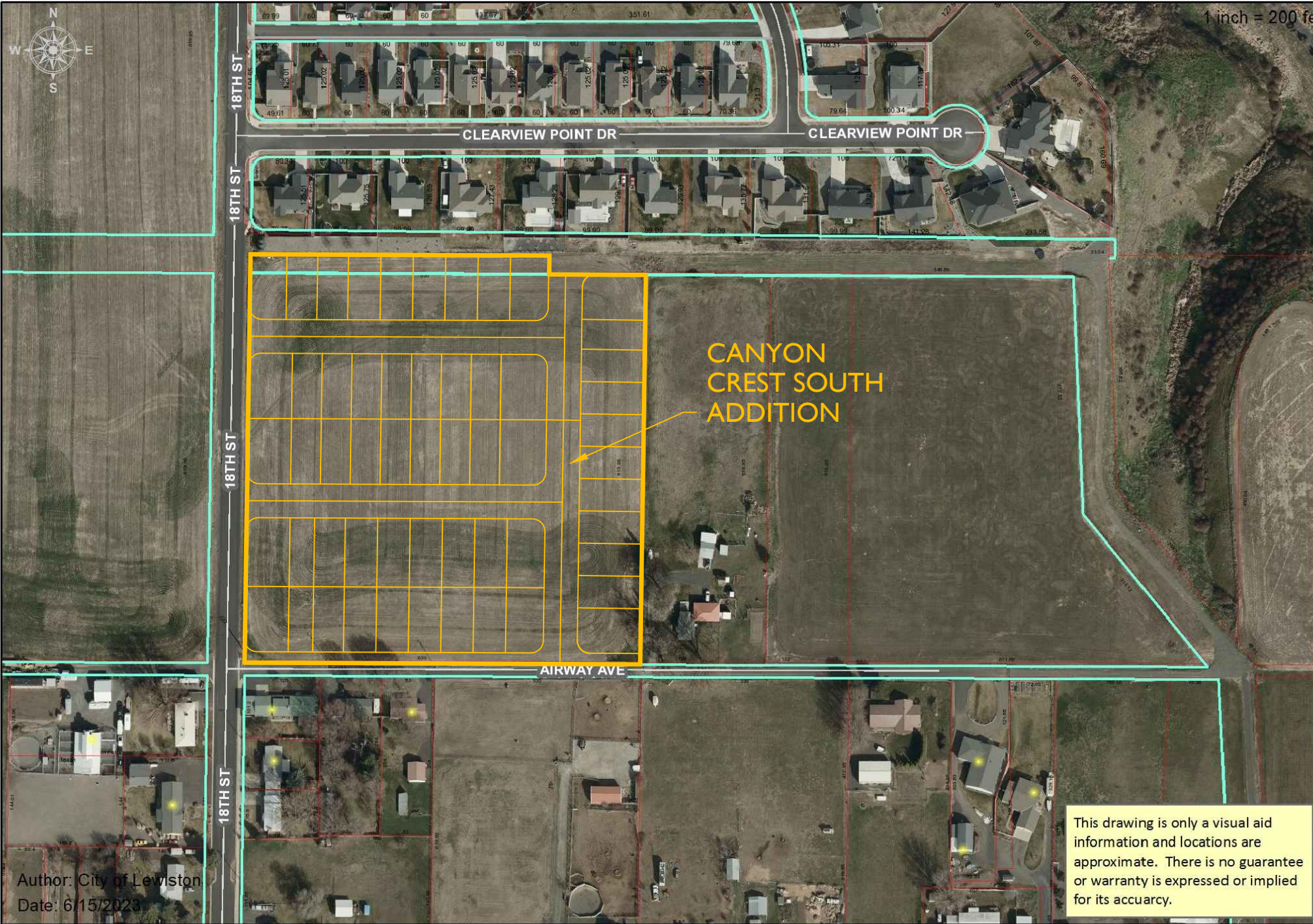
BUDGET IMPACT

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 and dedicated as part of the proposed development.

ACTION PROPOSED

City staff recommend that the Lewiston City Council accept the unanimous, conditional, recommendation of the City of Lewiston Planning and Zoning Commission, so long as the conditional approval of VA-02-2023 has occurred, and approve the Canyon Crest South Addition, preliminary plat as presented.

City of Lewiston



Author: City of Lewiston
Date: 6/15/2023



CITY COUNCIL MEETING AGENDA ITEM HISTORY/COMMENTARY

ITEM TITLE LEWIS-CLARK VALLEY METROPOLITAN PLANNING ORGANIZATION ADMINISTRATION AGREEMENT	AGENDA NO. VI.A. AGENDA DATE: September 25, 2023
ITEM HISTORY (PREVIOUS COUNCIL REVIEWS, ACTION RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)	
ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS, ETC.) Please identify any or all impacts this proposed action would have on the City budget and/or personnel resources. The LCVMPPO has been the designated organization to perform regional transportation planning in the Lewis Clark Valley by the States of Idaho and Washington since 2003. The City of Lewiston is a member agency of the LCVMPPO, along with Nez Perce County, the City of Clarkston, the City of Asotin, and Asotin County. The LCVMPPO contracted with the City of Lewiston for Director/administrative services from 2003 to 2016, and then again starting in 2022. The most recent contract will expire September 30, 2023. The term of this contract is until September 30, 2024, but can be renewed beyond that term upon mutual written agreement of both the City and the LCVMPPO.	
BUDGET IMPACT Annual revenue in the amount of \$24,000.	
ACTION PROPOSED Consider the proposed service agreement with the LCVMPPO for administrative services.	

AGREEMENT FOR SERVICES BETWEEN THE CITY OF LEWISTON AND THE LEWIS CLARK VALLEY METROPOLITAN PLANNING ORGANIZATION

THIS AGREEMENT FOR SERVICES (hereinafter “Agreement for Services”) is entered into by and between the City of Lewiston, an Idaho municipal corporation (hereinafter “CITY”) and the Lewis Clark Valley Metropolitan Planning Organization, a regional transportation planning entity (hereinafter “LCVMPO”). CITY and LCVMPO may also individually be referred to as “Party” or collectively as “Parties.”

RECITALS

WHEREAS, Federal legislative and regulatory requirements specified in 23 U.S.C. 134, and 49 U.S.C. Section 5303, as amended, CFR 49 Part 613, subpart A and 23 CFR Part 450, subpart C, require a Metropolitan Planning Organization be established for each urbanized area, and;

WHEREAS, the Governors of Idaho and Washington have designated LCVMPO as the Metropolitan Planning Organization for the Lewiston, ID-WA Urbanized Area;

WHEREAS, LCVMPO is an independent public body, responsible for regional transportation planning and is established by the Joint Powers Agreement, Revised January 1, 2017, pursuant to the statutes of the States of Washington and Idaho and signed by the City of Lewiston, Idaho; Nez Perce County, Idaho; the City of Clarkston, Washington; the City of Asotin, Washington; and Asotin County, Washington; and

WHEREAS, CITY and LCVMPO hereby find and determine that this Agreement for Services enables them to contractually cooperate in a manner that will meet the needs of CITY and of the LCVMPO;

NOW, THEREFORE, CITY and LCVMPO do hereby agree as follows:

OPERATIVE PROVISIONS

Section 1. PURPOSE

The purpose of this Agreement for Services is to assure the continuing independent status of the LCVMPO and its sole liability for its debts and obligations, and its sole responsibility to provide for the administration and implementation of any projects adopted and approved before or during the term of this Agreement for Services. Nothing in this Agreement for Services is meant to or shall in any way alter LCVMPO’s obligations, covenants, promises, or commitments related to any project(s) duly adopted and approved or any debt or debt service existing before or during the term of this Agreement for Services. Nothing in this Agreement for Services shall act to create any association or agreement between CITY and LCVMPO other than a contract for administrative support services for purposes set out herein.

Section 2. SERVICES AND PAYMENT

CITY and LCVMPO agree that CITY shall provide the following services to LCVMPO:

Make available certain personnel services and other assistance to LCVMPO, including the following:

1. An identified and mutually agreeable City Staff member to serve as Executive Director and to fulfill all duties required by the LCVMPPO including all of the following:
 - a. Communication and reporting as required with LCVMPPO, Idaho Transportation Department (ITD), Washington State Department of Transportation (WSDOT), Federal Highways Administration (FHWA) and the Federal Transit Administration (FTA), and auditors as well as third parties;
 - b. Project development and communication with all parties regarding projects;
 - c. Agendas, publication and other notices as well as assistance with hearings and regular meetings;
 - d. Preparation, communication, facilitation and management of annual and any amended budget and audits along with notices and meetings associated with the same;
 - e. Additional services as required by LCVMPPO and services historically performed by the Executive Director not specifically enumerated herein.
2. CITY administrative services, which includes information technology, Idaho Open Meeting Law, email communication, mutually agreeable meeting spaces, and additional services as required by LCVMPPO and agreed to by CITY.
3. Services through CITY's Community Development Department, including clerical services, meeting notices, publications, agendas, public hearing assistance and public record retention, and additional services as required by LCVMPPO and agreed to by CITY.

In consideration of CITY providing services identified above, the LCVMPPO shall pay a monthly fee to CITY each month this Agreement for Services is in effect, in the amount set forth below.

The monthly fee shall be in the amount of two thousand dollars (\$2,000.00).

CITY shall be obligated to provide assistance to the LCVMPPO as contemplated by this Agreement for Services and shall provide only services related to administrative support services in this Agreement for Services. The employees performing such services are solely CITY employees and not employees of LCVMPPO.

Section 3. AMENDMENT

This Agreement for Services may be amended at any time by the mutual written consent of CITY and LCVMPPO for any of the following purposes:

1. To add provisions to this Agreement for Services to benefit CITY or the LCVMPPO.
2. To cure any ambiguity, to correct or supplement any provision herein which may be inconsistent with any other provisions with respect or matters or questions arising under this Agreement for Services which are not inconsistent with the provisions of this Agreement for Services.
3. To accommodate significantly increased services as compared to the demonstrable volume of work, time and services required historically, or changed circumstances due to additional projects.
4. To renegotiate a fee for the services provided to the LCVMPPO by the CITY.
5. For any other reason deemed appropriate by both the LCVMPPO and CITY.

Nothing in this Agreement for Services may be amended in a manner which is reasonably likely to create or to result in a conclusion CITY has any additional obligation other than as set forth in this Agreement for Services.

Section 4. TERM AND TERMINATION

This Agreement for Services shall be for a term of one (1) year, beginning October 1, 2023 and ending September 30, 2024, unless this Agreement for Services is terminated earlier. During the term of this Agreement for Services, either party may terminate this Agreement for Services, with or without cause, upon no less than three (3) months written notice to the other Party. This Agreement for Services may be extended beyond the term upon mutual written agreement of the Parties.

Additionally, LCVMPPO 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. This Agreement for Services is wholly contingent upon the annual appropriation of funds by CITY for its duties under this Agreement for Services. In the event CITY does not appropriate funds for its duties under this Agreement for Services for the ensuing fiscal year, for any reason, CITY may terminate this Agreement for Services without penalty. CITY shall give prompt written notice to LCVMPPO attesting to the non-appropriation of funds and the effective date of termination.

Section 5. SEVERABILITY

In the event any provision of this Agreement for Services shall be declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not, in any way, be adversely affected or impaired thereby.

Section 6. CHOICE OF LAW

This Agreement for Services 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 for Services to be in the Second Judicial District, Nez Perce County, State of Idaho.

Section 7. 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.

Section 8. CONTRACT WITH COMPANY OWNED OR OPERATED BY THE GOVERNMENT OF CHINA PROHIBITED.

If this Agreement for Services is to acquire or dispose of services, supplies, information technology, or construction, then, pursuant to Idaho Code § 67-2359, CITY certifies that CITY is not a company currently owned or operated by the government of China and will not for the duration of this Agreement for Services be owned or operated by the government of China. The terms “company” and “government of China” shall have the meanings ascribed to them in Idaho Code § 67-2359.

IN WITNESS WHEREOF, the Parties have executed this Agreement for Services by their duly authorized officials on the last day and year written below.

DATED This _____ day of _____, 2023.

CITY OF LEWISTON, IDAHO

By _____
Daniel G. Johnson, Mayor

ATTEST:

Tanya Brocke, City Clerk

DATED This _____ day of _____, 2023.

LEWIS CLARK VALLEY
METROPOLITAN PLANNING ORGANIZATION

By _____
Dwayne Paris, Chair

ATTEST:

Jim Kleeburg, Vice Chair



CITY COUNCIL MEETING AGENDA ITEM HISTORY/COMMENTARY

ITEM TITLE COLLECTIVE BARGAINING AGREEMENT - FRATERNAL ORDER OF POLICE, LEWIS- CLARK LODGE #10	AGENDA NO. VI. B. AGENDA DATE: September 25, 2023
ITEM HISTORY (PREVIOUS COUNCIL REVIEWS, ACTION RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)	
ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS, ETC.) Please identify any or all impacts this proposed action would have on the City budget and/or personnel resources. The current Fraternal Order of Police collective bargaining agreement will end September 30, 2023. With approval of the City Council, City staff and the Mayor have negotiated over the last 4 months with the Fraternal Order of Police for an updated contract and pay plan for the period October 01, 2023 through September 30, 2026. Included in your packet is a redlined version of the agreement showing the changes that were made to the contract for City Council's consideration.	
BUDGET IMPACT FY 2024 includes the estimated cost of the contract.	
ACTION PROPOSED Approval of the Collective Bargaining Agreement for Fraternal Order of Police, Lewis-Clark Lodge #10 for the period October 01, 2023 through September 30, 2023, and updated pay table.	

COLLECTIVE BARGAINING AGREEMENT

By and Between

City of Lewiston

and

Fraternal Order of Police

Lewis-Clark Lodge #10

October 1, 20~~23~~²⁰ - September 30, 20~~26~~²³

TABLE OF CONTENTS

PREAMBLE.....	4
ARTICLE 1: PURPOSE AND AUTHORITY.....	4
ARTICLE 2: F.O.P. RECOGNITION.....	4
ARTICLE 3: MANAGEMENT RIGHTS.....	4
ARTICLE 4: STRIKES AND LOCKOUTS.....	5
ARTICLE 5: PERSONNEL POLICY	6
ARTICLE 6: F.O.P. SECURITY.....	6
ARTICLE 7: CLOTHING ALLOWANCE.....	7
ARTICLE 8: WORK PERIOD, OVERTIME, COMPENSATORY TIME OFF AND OUT OF TOWN TRAINING	7
ARTICLE 9: HOLIDAY PAY	9
ARTICLE 10: ACCIDENT, LIFE & HEALTH INSURANCE.....	10
ARTICLE 11: WAGES.....	10
ARTICLE 12: WORKING IN A HIGHER CLASSIFICATION	12
ARTICLE 13: VACANCIES AND PROMOTIONS	12
ARTICLE 14: PERSONNEL REDUCTION -LAYOFF NOTICE.....	13
ARTICLE 15: F.O.P. ACTIVITY.....	13
ARTICLE 16: ON-DUTY INJURY.....	13
ARTICLE 17: BINDING CLAUSE	14
ARTICLE 18: NON-DISCRIMINATORY CLAUSE.....	14
ARTICLE 19: SAVING CLAUSE.....	14
ARTICLE 20: SHIFT ROTATION.....	15
ARTICLE 21: ENTIRE AGREEMENT	15
ARTICLE 22: DISCIPLINARY ACTION -NOTIFICATION.....	16
ARTICLE 23: GRIEVANCE PROCEDURE	18

ARTICLE 24: ALCOHOL AND SUBSTANCE ABUSE.....	21
ARTICLE 25: VACATION.....	21
ARTICLE 26: SICK LEAVE.....	23
ARTICLE 27: DURATION.....	23
ARTICLE 28: PERSONNEL FILES.....	23
ATTACHMENT: WAGE MATRIX.....	25

PREAMBLE

This agreement is made and entered into between the CITY OF LEWISTON, an Idaho municipal corporation, herein called the "City" and FRATERNAL ORDER OF POLICE LEWIS-CLARK LODGE #10, herein called the "F.O.P."

WITNESSETH;

Whereas, the F.O.P. has been selected by a majority of the employees of the Police Department, below the rank of Lieutenant, as their exclusive bargaining agent; and

Whereas, the City, although under no legal obligation to recognize the F.O.P. as the exclusive agent of said employees, nor to bargain collectively within the F.O.P., voluntarily agrees to meet and confer with representatives of the F.O.P.; and

Whereas, the City and representatives of the F.O.P. have met and conferred in good faith to resolve and mutually agree upon working conditions and other terms, wages and conditions of employment and, as a result thereof, the City and the F.O.P. desire to enter into a Collective Labor Agreement.

NOW, THEREFORE, THE PARTIES AGREE:

ARTICLE 1. PURPOSE AND AUTHORITY

Section 1: Purpose. The purpose of this agreement is to promote and improve relations between the City, its employees and the F.O.P. in order to provide the most efficient police service to the citizens of the City of Lewiston. It is recognized by the parties that the city is under no legal obligation to bargain with the F.O.P. or to enter into this agreement, but that it does so voluntarily for the purposes stated above.

Section 2: Authority to Sign. The persons signing this agreement certify that they have been authorized by their respective governing body or general membership to execute this agreement on behalf of such entity.

ARTICLE 2. F.O.P. RECOGNITION

The City recognizes the F.O.P. as the exclusive bargaining agent for the following classifications within the Police Department during the term of this agreement: Sergeant, Corporal, Police Officer, Evidence Custodian, Animal Control Officer~~Code Enforcement~~, Communications Watch Supervisor, Communications Specialist, Police Computer Systems Specialist, ~~Customer Service Specialist~~, and Records Specialist.

ARTICLE 3. MANAGEMENT RIGHTS

Section 1: Usual Rights. The City retains all the customary, usual and exclusive rights, decision-making, prerogatives, functions and authority connected with or in any way incident to its responsibility to manage the affairs of the City or any part of it. The rights of employees in the bargaining unit and the F.O.P. are limited to those specifically set forth in the agreement, and the city retains all prerogatives, functions and rights not specifically limited by the terms of this agreement, the City Personnel Policy, City Administrative Policy and Police Department Policy and Procedure Manual. The City shall have no obligation to bargain with the F.O.P. with respect to any such subject or the exercise of its discretion and decision making with regard thereto. Any subject covered by the terms of this agreement and any subject which was or might have been raised in

the course of collective bargaining are closed to further bargaining for the term herein specifically agreed upon.

Section 2: Examples. Without limitation, but by way of illustration, the exclusive prerogatives, functions and rights of the City shall include the following:

- A. To direct and supervise all operations, functions and policies of the Police Department in which the employees in the bargaining unit are employed, and operations, functions and policies in the remainder of the City as they may affect employees in the bargaining unit.
- B. To terminate, combine, or reorganize by department or function of the City for budgetary or any other reason.
- C. To determine the need for a reduction in force in accordance to Article 14, or an increase in the work force and implement any decision with regard thereto.
- D. To establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials, types of equipment, uniforms, appearance, methods and procedures, except as specifically provided herein.
- E. To implement new, and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.
- F. To contract or subcontract work as determined by the City, however, the City shall not use contractors or subcontractors to reduce the regular work hours of full-time employees.
- G. To assign shifts, workdays, hours of work and work locations, except as specifically provided herein.
- H. To designate and to assign all work duties.
- I. To introduce new duties and to revise job classifications and duties within the unit.
- J. To determine the need for and the qualifications of new employees, transfers and promotions.
- K. To discipline, suspend, demote or discharge any employee in accordance with the prevailing personnel policy of the City or as specified herein.
- L. To determine the need for additional education courses, training programs, on-the-job training and cross training and to assign new employees to such duties for periods to be determined by the City except as specified herein.

Section 3: Limitation. The exercise of any management prerogative, function or right which is not specifically modified by this Agreement is not subject to the grievance procedure or bargaining during the term of this Agreement.

ARTICLE 4. STRIKES AND LOCKOUTS

Section 1. Strikes. F.O.P. members shall authorize no strikes of City employees.

Section 2. Lockouts. There shall be no lockout of employees within the bargaining unit by the City.

Section 3. Picket Lines. Employees within the bargaining unit, while acting in the scope of

their employment, shall not honor any picket line established by any F.O.P. or any other Labor Organization when called upon to cross such picket line on City business in any situation.

ARTICLE 5. PERSONNEL POLICY

The Personnel Policy of the City, as it now exists or may hereafter be amended by the City Council shall govern except where in conflict with specific terms of this Agreement. The F.O.P. will be advised of proposed changes in the Personnel Policy prior to their adoption by the City Council.

ARTICLE 6. F.O.P. SECURITY

Section 1: The City agrees not to discriminate against any person or employee for their activity on behalf of or membership in the F.O.P. The City recognizes the F.O.P. as the exclusive bargaining representative on matters concerning wages, hours, and working conditions for employees in the bargaining unit.

Section 2: For any employee who elects to pay Union dues and/or initiation fees by deduction from his/her check, the City agrees to honor the F.O.P. Enrollment & Revocation Form in whatever amount designated by the F.O.P., upon receiving the form from the Union. The amount of the Union dues shall be set forth in writing to the City and signed by an official of the Union. The Union shall be responsible for obtaining all written dues and initiation fee deduction forms and submitting such forms to the Employer prior to any Employer obligation to begin dues and initiation fee deductions.

Revocation: To revoke authorization for payroll deductions, the employee must complete the F.O.P. Enrollment & Revocation Form. The form must be submitted by the employee to the Union in accordance with the terms and conditions of the authorization. After the City receives the original written employee confirmation from the Union that the employee has revoked authorization for deductions, the City shall end the deduction no later than the second payroll after receipt of the confirmation.

Section 3: Payroll Deduction. The City shall deduct dues and initiation fees pursuant to the employee's authorization form from the employee's earnings on a per pay period basis; provided, however, that should any employee have earnings less than the amount authorized by the dues or initiation fee authorization form, the appropriate deduction shall be made from the employee's subsequent earnings.

The City shall submit the amount so collected to the F.O.P. in a lump sum, together with an itemized statement of the amount of the collection. The F.O.P. will advise the City of any change in F.O.P. dues thirty (30) days before the effective date of the change.

Section 4: Hold Harmless. The F.O.P. shall indemnify, defend and save the employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken or not taken by the employer in fulfilling the obligations imposed on the employee under this Article.

Section 5: The parties agree that it is not a condition of employment to be a member of the UNION based upon the SCOTUS ruling Janus v. AFSCME in 2018. However, in order to preserve solidarity, employee benefits, and job security, the UNION encourages all eligible employees to become a UNION member and remain a UNION member in good standing.

Section 6: Right to Work. Idaho has adopted right to work as the policy of the State as found in Idaho Code, Section 44-2001 et seq. The parties hereto agree to comply with the provisions of right to work. Should, during the term of this agreement, right to work no longer be the law, the parties agree that there shall be an automatic reversion to the preceding language.

ARTICLE 7. CLOTHING ALLOWANCE

Section 1: Sworn officers, Computer System Specialist, Records Specialist, and the Evidence Custodian, when not required to wear a uniform shall be paid a fifty dollar (\$50) per month clothing allowance for each month assigned to non-uniform duty. The clothing allowance shall be paid annually in the second paycheck in October. The clothing allowance is paid in advance for the next (12) months.

Section 2: Shoe or Boot Allowance- Uniformed personnel, Evidence Custodian, Animal Control Officer~~Code Enforcement Officer~~, Computer Systems Specialist, and Records Specialist shall receive an annual shoe allowance of one hundred and fifty dollars (\$150.00). The shoe allowance shall be paid in the second paycheck in October. The shoe allowance is paid in advance for the next twelve (12) months.

Section 3: Glove Allowance-Sworn personnel, Animal Control Officer~~Code Enforcement Officer~~, Evidence Custodian and Investigation Section employees shall receive an annual glove allowance of fifty dollars (\$50.00). The glove allowance shall be paid in the second paycheck in October. The glove allowance is paid in advance for the next (12) months.

Section 4: Sworn personnel having any item of clothing damaged, seized for evidence, or stolen on duty will have the item cleaned, repaired or replaced at City expense on approval of the Chief of Police or his/her designee as reasonable and necessary. Employees who have had uniforms or clothing contaminated by bodily fluids during the course of duty may have the uniform or clothing cleaned at City expense upon confirmation and advance approval by the supervisor. Personal property items damaged on duty will be repaired or replaced at City expense on approval of the Chief of Police as reasonable and necessary, but will not exceed the following amounts for items listed:

<i>Watch</i>	<i>\$250.00</i>
<i>Firearm</i>	<i>\$1000.00</i>
<i>Baton</i>	<i>\$100.00</i>
<i>Flashlight</i>	<i>\$158.00</i>
<i>Handcuffs</i>	<i>\$60.00</i>
<i>Binoculars</i>	<i>\$200.00</i>
<i>Glasses</i>	<i>\$250.00</i>
<i>Contact Lenses</i>	<i>\$232.00</i>
<i>Jewelry</i>	<i>\$250.00</i>

ARTICLE 8. WORK PERIOD, OVERTIME, COMPENSATORY TIME OFF AND OUT OF TOWN TRAINING

Section 1: Work Period The work period for all employees shall be forty (40) hours to be worked within seven (7) consecutive days beginning at 12:01 a.m. on Saturday and ending at midnight Friday.

Section 2: Overtime.

- A. Overtime- will be paid for hours worked in excess of forty (40) hours in a work period. Absences compensated by sick leave, holiday pay, vacation pay and compensatory time shall be counted as hours worked. In lieu of payment for overtime, an employee may elect to receive compensatory time pursuant to Section 3.
- B. Overtime will be paid at one and one-half (1-1/2) times the employees' regular hourly rate.
- C. For computation of overtime, the following will apply:
 - 1. For less than one-quarter (1/4) hour, time shall be computed at one-quarter (1/4) hour.
 - 2. For one-quarter (1/4) hour or more, time shall be computed for the next one-half (1/2) hour.
- D. If an employee is called back to work after completing his/her regularly scheduled work shift, excluding hold over contiguous with the end of a regularly scheduled shift or an employee is called in one hour or more prior to his/her regularly scheduled shift, the employee will receive a minimum of two hours pay or the actual hours worked at one and one-half (1½) his/her regular rate of pay. The callback or called in time will start when the employee arrives at the department or the scene, and an additional half hour will be added for travel and preparation time. If the call in or call back time is less than one (1) hour, the employee will be paid the actual time worked at one and one half (1 ½) his/her regular rate of pay, and will not include the half hour travel time. In lieu of payment for overtime, an employee may elect to receive compensatory time pursuant to Section 3.
- E. When a member of the F.O.P. is called to appear in court or at a hearing and said appearance does not run in conjunction with his or her regularly scheduled work shift, the employee will receive a minimum of two (2) hours or the actual hours worked at one and one-half (1-1/2) times their regular hourly rate of pay. The amount of time compensable under this paragraph shall include the total amount of time actually spent pursuant to the subpoena or call to testify. In lieu of payment for overtime, an employee may elect to receive compensatory time pursuant to Section 3.

Section 3. A. Compensatory Time. An employee may elect to receive compensatory time earned and accrued at one and one-half (1-1/2) times each hour of overtime worked. An employee may not accumulate more than two hundred forty (240) hours of compensatory time for all Police Department personnel. Hours accumulated in excess of this maximum shall be paid as overtime. Employees may redeem up to one hundred twenty (120) hours of compensatory time twice per year on the second pay check of April and October. In the event of an emergency, employees may redeem compensatory time outside of the specified dates with approval from the Police Chief and ~~City Manager~~ Mayor. Accrued compensatory time may be used by the employee upon the prior approval of the Chief of Police or his designee.

Section 3. B. In the case of a planned event where the employee is notified by a personnel order at least three (3) of the employee's working days prior to the planned event, the employee's shift may be adjusted at a one to one hourly rate. In the event that the personnel order is issued less than three (3) of the employee's working days prior to an event, the

employee and the department may mutually agree upon schedule adjustments or overtime/compensatory time at the rate of one and one half (1 ½) times for hours that are different from their regularly scheduled shift.

Section 4: Court Cancellation/~~Short Notice Subpoenas~~. If not on duty, a member of the F.O.P. shall be entitled to receive a minimum of ~~four~~ two (42) hours at one and one-half (1-1/2) times their regular hourly rate of pay provided:

- A. ~~A.~~—The employee calls the City Attorney/Nez Perce County Prosecutor's office to verify their court appearance is necessary, one work day before the court appearance or hearing; ~~and.~~
- B. ~~B.~~—The City Attorney/Nez Perce County Prosecutor's office fails to notify the employee at least twenty-four (24) hours before the scheduled court appearance if there is a cancellation. Cancellation notice shall be in writing, orally, email or by voicemail; ~~or.~~
- ~~B.C.~~ The employee is instructed to appear in court or at a hearing less than 48 hours prior to the said appearance, and appearance occurs while they are not on duty. If both B and C occur the employee is entitled to receive a minimum four (4) hours at one and one-half (1 ½) times their regular hourly rate of pay.

Section 5: Out of Town Training

- A. All out of town training will be subject to the provisions of this Agreement with the following exceptions: Compensatory time (Article 8, Section 3) will be allowed for out of town travel time, except as indicated below. The Department may elect to pay overtime in lieu of comp time for any out of town travel. Travel hours worked shall be determined as follows:
 - 1. The City will provide round trip transportation to the training school in accordance with the City's travel policy.

ARTICLE 9. HOLIDAY PAY

Section 1: The following holidays are recognized as municipal holidays for pay purposes. All personnel shall have these holidays off with pay: New Year's Day, Martin Luther King, Jr./Idaho Human Rights Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, one day of the employee's choice and any other holiday declared by the Governor of the State of Idaho.

Section 2: Covered personnel who are scheduled to work on a designated holiday or who do not receive an additional day off when a holiday falls on their regularly scheduled day off shall be compensated for eight (8) hours if they normally work a five day work week, ~~or~~ ten (10) hours if they normally work a four day work week, or prorated if they work a regular part time schedule of 20 hours or more per week at his or her regular hourly rate for each of the twelve (12) recognized holidays, this shall be in addition to the employees regular salary at the straight time or overtime rate as applicable. This amount is to be paid with the second paycheck in September. Holiday pay received in September will be for holidays worked during the fiscal year, October 1 through September 30. ~~For this contract term, Holiday pay will be paid according to this schedule:~~

~~Holidays worked January 1, 2020 through September 30, 2020, will be paid on the second paycheck in October.~~

~~———— Holidays worked October 1, 2020 through December 31, 2020, will be paid as soon as administratively possible upon Council's approval of contract.~~

~~———— Holidays worked January 1, 2021 through September 30, 2021, will be paid on the second paycheck in September 2021.~~

~~———— Holidays worked October 1, 2021 through September 30, 2022, will be paid on the second paycheck in September 2022.~~

~~———— Holidays worked October 1, 2022 through September 30, 2023, will be paid on the second paycheck in September 2023.~~

All other personnel will receive holiday pay as earned. Employees who work a 40-hour schedule, and do not receive holiday compensation in the traditional lump sum check in September, if required to work authorized overtime on recognized holidays, shall be compensated at the rate of double the employee's regular hourly rate for their standard workday.

ARTICLE 10. ACCIDENT, LIFE & HEALTH INSURANCE

Section 1: The employer agrees to maintain the current level of medical insurance benefits to pay one hundred percent (100%) of covered employees' medical insurance premiums with the following provisions:

- A. Transition to modified plan as recommended by the insurance committee.
- B. The employee shall be responsible for paying twenty percent (20%) of the premium for dependent coverage.

Section 2: The City agrees to provide a life insurance policy with a face value of Twenty Thousand Dollars (\$20,000) and a double indemnity clause of Forty Thousand Dollars (\$40,000) for employees only.

Section 3: Both parties agree to reopen negotiations in the event of a health care premium increase of 10% or greater, or if the reserve falls below the requirements set by the Idaho Department of Insurance.

Section 4: Sick leave may be accumulated up to nine hundred sixty (960) hours. Employees who separate from the City after five (5) years of service will be eligible for payment of twenty-five percent (25%) of their earned sick leave to a tax-free medical expense reimbursement account (VEBA). An employee who meets the PERSI retirement requirements and retires from the City after (5) complete years of service is eligible for payment of thirty-five percent (35%) of his/her sick leave into a VEBA.

Section 5: Hepatitis Vaccine, Testing. Hepatitis vaccine and follow-up testing will be provided at City expense for Department employees who desire it.

ARTICLE 11. WAGES

Section 1: Effective October 1, 2020³, ~~a salary schedule, effective 10/1/2020 — 9/30/2021 (new salary schedule), will be implemented. all e~~Employees will move into the new salary schedule upon their step date and placed appropriately based upon their projected salary under the former pay scale (salary schedule from 10/1/2019 — 9/30/2020). Employees with no future steps based on the former scale, will be placed into the new scale upon their evaluation date. Police personnel

who are promoted from Police Officer to Corporal, Corporal to Sergeant, and Communications Specialist to Communications Watch Supervisor will move to the positions new grade at a step that is closest to but higher than their pre-promotion wage.

Section 2: ~~For fiscal years 2022 and 2023, t~~The city shall provide salary adjustments based upon the U.S. Cities CPI-W, rolling average index for the quarter ended in March (January, February, and March) and according to the following:

Effective October 1, 202~~14~~¹⁴, each step of the pay matrix shall be increased by a minimum of 1% to a maximum of 2.5%.

Effective October 1, 202~~25~~²⁵, each step of the pay matrix shall be increased by a minimum of 1% to a maximum of 2.5%.

All step movements are contingent on employees obtaining a minimum of a "meets standards" evaluation in this section.

Section 3. Patrol personnel assigned to motorcycle duty shall receive \$0.50 per hour in addition to their base salaries.

Section 4.

- A. Officers who are assigned to serve on the "Special Weapons and Tactics" (SWAT) team shall receive \$0.20 per hour in addition to their base salaries.
- B. The employee serving as the Communications Training Coordinator (CTC) will receive \$1.50 per hour incentive pay in addition to the negotiated hourly rate. The hourly wage and the incentive pay will be open for future contract negotiations.

Employees assigned as Field Training Officers or Communications Training Officers, will receive ~~\$0.75 per hour~~^{2.5% of the employee's base wage}, incentive pay for hours worked when in good standing, to include hours for vacation, compensatory time, sick time, and holiday pay.

- C. Personnel assigned to K-9 duty shall be paid ~~an additional one dollar and nine cents (\$1.09) per hour and accrue an additional~~ eight (8) hours per ~~month-pay period of overtime~~^{compensatory time} during their assignment. When assigned to the K9 unit, officers understand and acknowledge that they are not permitted to bid on the same shift. This is for the purpose of avoiding having the dogs working during the same time period. The need for having better coverage available to the department is paramount. Bidding will be completed by officer seniority. K9 officers will be working patrol officers and not exclusive to K9 activities. K9 officers will handle calls for service and be available for all K9 needs when not primary on any call. Management retains the right to shift and schedule adjust K9 officers for the needs of the department.
- D. Major Collision Investigation Team members shall be paid an additional forty dollars (\$40.00) per call-out. The call-out incentive shall be earned any time the affected personnel arrive at the scene or command post in an official capacity as a Major Collision Investigation Team Member.
- E. Voluntary Idaho POST PT test is to be offered twice per year in the months of March and September. Scheduling will be up to the shift Sergeants and Support Services. S.W.A.T. team members in good standing with passing S.W.A.T. PT scores will be automatically eligible for bonus. Each passing score as determined by Idaho POST will

entitle the employee to \$0.25 per hour in addition to his or her base salary. This test is voluntary and employees who take PT test voluntarily acknowledge not meeting minimum Idaho POST requirements may result in administrative action. Employees that pass the March test will receive the additional pay April 1 through September 30, employees that pass the September test will receive the additional pay October 1 through March 31. If an employee does not pass a PT exam, then the \$0.25/hour incentive pay will be removed from such employee's base salary until the employee successfully passes a future PT exam. Any new participating employee who tests in March and passes will have his or her pay adjusted as of April 1. Any new participating employee who tests in September and passes will have his or her pay adjusted as of October 1.

Section 5: Specialty Assignment Pay: Full time sworn personnel who are assigned to positions other than the Patrol Section will receive assignment compensation in addition to their base wage. The amount of compensation will be five (5%) percent of the employee's base wage during said assignment and will only be in effect during the employee's actual assignment to these assignments. Specialty Compensation shall not be paid to employees on worker's compensation, or employees on extended sick leave in excess of eighty (80) work hours.

Section 6: Education Incentive Pay: Employees with one or more Bachelor's degrees related to their field of work per Idaho POST standards shall be compensated \$0.50 per hour in addition to their base salaries. Employees are responsible for providing certified copies of their degrees to the Human Resources Department. The education incentive will be added to the employee's base salary effective the day that complete and adequate documentation is received by the Human Resources Department.

Section 7: Breath Test Specialist Pay: Full time sworn personnel who are assigned as the department's Breath Test Specialist shall receive \$.20 per hour in addition to their base salary.

ARTICLE 12. WORKING IN A HIGHER CLASSIFICATION

Any regular employee covered by this Agreement who is required and is appointed by the Chief of Police or his/her designee to accept the responsibilities and carry out the duties of a position or rank above that which he or she normally holds, for a period of forty (40) or more consecutive work hours, excluding normal days off, shall be paid at the rate for such higher position or rank; provided, however, that this provision shall not apply where an employee is required to accept such responsibilities while the person who holds such position or rank is on vacation or approved leave of absence.

ARTICLE 13. VACANCIES AND PROMOTIONS

When a vacancy occurs in any covered position excluding evidence custodian, records specialist, police computer systems specialist, ~~customer service specialist~~, patrol officers and public communications specialist, it shall be filled by promotion within sixty (60) days of the time upon official severance of the department member from the Police Department unless management has decided to reorganize or reduce the work force. The City will develop and or update standard qualifications for each position. These qualifications will be posted with the promotional announcement. Once posted, qualifications shall not be changed to accommodate any specific non-qualifying individual. Promotional testing shall be conducted as follows:

1. For each vacancy, a standard test shall be developed by the Department and used for all applicants for current vacant position during the current testing period. All testing results will be retained by Human Resources and will not be graded until testing is complete.
2. Oral questions/presentations will be developed. The questions and/or presentations will be reasonably related to the position for which applicants are testing.

A series of oral questions and/or presentations will be administered by a panel composed of individuals selected by the Chief of Police (either inside or outside of the Department). The same oral questions will be asked of each applicant. Each member of the panel will then score the responses on paper and individually. Raw test scores will be collected by Human Resources and will be totaled when all testing is complete.

Once testing is complete and the scores totaled, the top three (3) applicants and their resume/qualifications will be submitted to the Chief of Police for consideration. The Chief shall have the right to select from the top three (3) applicants at his/her discretion.

Upon promotion from Communications Specialist to Communications Watch Supervisor, the employee shall have her/his salary adjusted to a step in the Communications Watch Supervisor pay scale which is closest to, but not less than, the employee's current base salary ~~plus five percent (5%)~~ and the employee shall be assigned a new salary date.

Upon promotion from Officer to Corporal or Corporal to Sergeant, the employee shall have her/his salary adjusted to a step in their new grade on the pay scale which is closest to, but not less than, the employee's current base salary and the employee shall be assigned a new salary date.

~~the employee will move up one grade and back one step on the pay scale, there by moving into the newly promoted grade at one step less than their current step. For example, an Officer in Step 6 will promote into the Corporal Grade at Step 5. A Corporal in Step 7 will promote into the Sergeant Grade at Step 6. The employee shall be assigned a new salary date.~~

This Article may be reopened by either party. Should the provisions contained herein not meet the parties' needs, the reopener shall occur sixty (60) days or less prior to October 1st of each year, by written notification to the other party.

All employees hired into the Police Department who are covered by this contract shall be probationary for a period of twelve (12) months from the date of hire. Probationary employees shall be evaluated quarterly until completing the twelve (12) months probationary period. Employees promoted to a higher rank shall be on probation in the new rank for a period of twelve (12) months. Newly promoted employees shall be evaluated quarterly for the first six (6) months in the higher classification.

ARTICLE 14. PERSONNEL REDUCTION -LAYOFF NOTICE

Section 1. Employees having completed the probationary period, but having less than three (3) years' service, shall be entitled to ~~fifteen-thirty~~ (1530) calendar days' notice prior to being laid off due to a reduction in the work force.

Section 2. Employees having more than three (3) years' service shall be entitled to thirty (30) calendar days' notice prior to being laid off due to a reduction in the work force.

Section 3. In the case of a layoff, employees will be laid off in the following order: (a) part-time; (b) probationary; and (c) regular. Employees with the least seniority in their classification shall be laid off first.

ARTICLE 15. F.O.P. ACTIVITY

With the approval of the Chief of Police or his/her designee, F.O.P. Officers or elected Executive Committee members may conduct F.O.P. business on City time as long as the F.O.P. business does not interfere with the operation of the Department.

ARTICLE 16. ON -DUTY INJURY

Work related injury benefits are provided in accordance with the Worker's Compensation Law of Idaho. Claims will be reviewed and processed accordingly with the Risk Manager's office and the City's third party worker's compensation administrator. Coverage begins immediately upon employment.

Employees may receive income benefits for time missed from work for injuries incurred during the performance of work. The basic income benefit is sixty-seven percent (67%) of an employee's average weekly wage, subject to the minimum and maximum provided in Idaho Code, and are determined by the City's third party worker's compensation administrator. Income benefits are not received for the first 5 days an employee is off work due to a work related injury unless the injury requires overnight hospitalization or the time loss exceeds 14 days. There is no waiting period for eligibility for medical benefits.

The employee can choose to use their accrued leave or leave without pay during time loss for the remaining approximate 33% not paid by workers compensation income benefits and/or the initial 5 days an employee is off work due to a work-related injury. Employees elected benefit deductions will be collected through payroll for those that use accrued leave. If accrued leave is not elected the employee is responsible for paying to the City the amount of any elected benefit deductions in a timely manner.

Work-related injuries sustained that meet the criteria identified by the Peace Officer and Detention Officer Temporary Disability Act will be submitted for review by the Risk Manager's office. If it is determined that an officer's injury meets the criteria, the employee will be provided full base salary between worker's compensation and the City with an expectation that the City will be reimbursed by the Peace Officer and Detention Officer Temporary Disability Act for any amount of salary not covered by worker's compensation. Reimbursement is subject to available funds within the Peace Officer and Detention Officer Temporary Disability Fund. If funds are unavailable, compensation provided by the City to keep the employee whole will not apply and the injured worker will revert back to use of accrued leave or leave without pay for time loss not compensated by worker's compensation income benefits. If the injury does not meet the criteria, the employee will receive their worker's compensation income benefit and the other portion of leave not paid by the income benefit is subject to use of the employee's accrued leave or leave without pay.

ARTICLE 17. BINDING CLAUSE

This agreement shall be binding upon the successors and assigns of the parties hereto for the term hereof.

ARTICLE 18. NON-DISCRIMINATION CLAUSE

The City and the F.O.P. pledge strong support and commitment to Federal and State goals of equal employment without regard to race, religion, gender, age, national origin, sexual orientation, covered handicap or any other unfair preferential treatment. This commitment covers recruiting, selection, promotion, training and education, and the employee's work environment.

In no instance shall the Employer be held in a position of double indemnity as a result of this Article and/or matters arising out of this Article.

Should any employee choose under this Article to utilize the grievance procedure for redress and also utilize an outside agency for redress, then any award received shall be mitigated in kind by any additional award received, i.e., there shall be no pyramiding of awards.

ARTICLE 19. SAVING CLAUSE

Should any sentence, clause or article of this Agreement be held by a court of competent jurisdiction, including any court of final appellant jurisdiction, to be invalid, such partial invalidity shall not be deemed as rendering the remainder of this Agreement invalid.

ARTICLE 20. SHIFT ROTATION

Section 1: Shifts and days off rotation for patrol personnel will be bid on a four (4) month bid basis. Watches and days off will be selected and granted based on seniority. This will be accomplished by using a watch bid sheet. The bid shall occur two months prior to the date of the actual first rotation of the year with the resulting shift assignments being posted one month prior to the rotation.

Seniority will be determined by the following method: for all officers the hire date will be used, for all Corporals and Sergeants the promotion date will be used.

Probationary employees will not be permitted to bid, and will have their watch and days off assigned by the Chief of Police or his/her designee. After their probationary period these employees will be permitted to bid on the next rotation cycle.

Officers in specialty assignments will not be permitted to bid, and will have their watch and days off assigned by the Chief of Police or his designee. During times when these Officers are not working their "special" duties and they are assigned to one of the patrol watches, they may bid amongst themselves according to seniority for which watch they prefer to work.

During time of emergency, disasters, watch shortages, or unforeseen circumstances as determined by the Chief of Police, the Chief of Police may reassign officers on the watches. Any reassignment will be done according to seniority on a volunteer basis. The FOP will be advised of any reassignments due to these circumstances at the time the reassignment occurs. An officer transferred from the watch of his/her choice will be returned to that watch after the need for the officer(s) has subsided.

Section 2: Communications personnel shall rotate shifts at a four (4) month interval. Watches and days off will be selected and granted based on a rotational system. This will be accomplished by using a bid sheet. The bid shall occur two (2) months prior to the date of the rotation, with the resulting shift assignments being posted one month prior to the rotation

The rotation will be determined by the following method: When an employee is off his/her probationary period, his/her name will be put at the bottom of the rotation. At each rotation, each of the names of the Communications Specialists' bid rotations sheet will move up on the sheet, i.e. the third person to bid on the bid sheet will become the first person to bid on the current sheet. The top two (2) names will rotate to the bottom of the sheet. Communications Watch Supervisors will follow the same method established in this sections, except the names will be moved one (1) position at a time on the Communications Watch Supervisors' bid rotation. The second person to bid on the previous bid will become the first (1) person on the bid sheet

Section 3: Shift Differential. Employees shall receive two percent (2%) of the employee's base wage when assigned to Watch III. Employees shall receive an additional one percent (1%) of the employee's base wage when assigned to Watch II.

ARTICLE 21. ENTIRE AGREEMENT

During the course of negotiations, each party has had the unlimited right to raise and discuss issues of concern to the parties. The results of those discussions are contained herein. Therefore, neither the F.O.P. nor the City shall have the right to oblige the other to bargain with respect to any subject or matter specifically discussed during negotiations or covered in this agreement unless mutually agreed otherwise

ARTICLE 22. DISCIPLINARY ACTION

Section 1. ***Notice of Investigatory Interviews.*** Whenever an employee covered by the collective bargaining agreement is a party to an internal investigation as a subject or witness and is so notified, such notice shall be e-mailed to the FOP. Notification to the FOP and employee shall be completed the same business day.

A. The support services sergeant is responsible for internal affairs investigations. The chief of police may assign other supervisory personnel (rank of sergeant or higher) to assist in the investigation(s) as needed; due to the complexity, timeliness, extensive work, or other unforeseen factors involved in the investigation(s). Due to known conflicts of interest or extenuating circumstances on a case by case basis, the chief of police may request another law enforcement agency conduct the internal affairs investigation(s). Under this situation the FOP will be made aware of the circumstances, unless releasing that information compromises the investigation(s), and advised which agency will conduct the investigation.

A.B. The FOP will receive a copy of all notices and summaries of any internal investigation of an employee at the time the notice and summary is sent to the employee via e-mail or inter-department mail.

B.C. Employees called for a subject or witness interview in an investigation will have the right to representation and/or legal counsel during any interview.

C.D. The parties agree that on any investigation conducted, a summary of facts will be provided to the subject employee who is to be interviewed prior to the interview with sufficient time for the employee to review the summary before making a statement or being asked questions. For purposes of this section, "summary" means a description of the allegation, with the locations, time, and date. If the location, time, or date are unknown, the notice will so state. If there

are multiple allegations, then the summary of facts must address all of the allegations and include a description of the misconduct or performance problem.

D.E. When alleged employee misconduct is discovered during the course of an internal investigation unrelated to the original matter under investigation, a second complaint number will be obtained and a separate investigation initiated into the unrelated misconduct. This provision will not apply if it is determined an employee was untruthful during the investigation. In such instances, the finding will be "misconduct not based on complaint".

E.F. When the Department receives a complaint against an employee, that employee will be notified as to the existence of the complaint through the employee's chain of command as expeditiously as practicable. Such notice shall be made via e-mail or inter-department mail. In situations where covert actions may be necessary to properly engage an investigation, no notice will be given to the employee until those actions are completed. Additionally, the parties agree that notice will only be necessary when it is determined an investigation will be undertaken. This alleviates the need for any notice while a supervisor or IA is conducting a preliminary review to determine if an investigation should go forward.

F.G. Untruthfulness during an internal investigation is defined as the willful making of a knowingly false statement of material fact. This finding shall be reviewed and approved by the Chief of Police prior to a disposition being sent out.

G.H. When the Department possesses information or facts which contradict an employee's recollection of those facts under investigation, the investigator will allow the employee an opportunity to explain an answer or refute the negative implication of his/her recollection after informing the employee of the specific contradiction(s).

H.I. When the Department possesses information in an electronic, audio, video, or written format, the investigator will allow the employee an opportunity to explain an answer or refute the negative implication of his/her recollection after the employee is given the opportunity to review the media evidence.

I.J. On any statement, report, or document prepared at the direction of the Department for an internal investigation, the protections afforded to employees under the doctrines set forth in *Garrity v. New Jersey*, 385 U.S. 493 (1967), will apply to all employees.

J.K. Employees, whether a witness or subject employee, will receive 48-hours' notice of an interview unless such notice is specifically waived in writing with the employee's signature. If a subject employee waives the notice period, this waiver must also be approved by the FOP. A reasonable extension will be granted for a subject employee at the request of the FOP.

K.L. As a guideline, no interview session will extend more than four (4) hours unless the employee agrees to more time in one 24-hour period. Regular breaks will occur during the interview based on any person's request attending the interview.

L.M. When charged with a criminal offense, the Department may, at the

employee and the FOP's request, waive an interview of the subject employee if there are sufficient facts present to make a fair determination in the case.

N. The FOP, an employee or the ~~City Manager~~Mayor may suggest that a case meets the criteria where a formal investigation may be waived. If the parties agree to the alleged allegation and the appropriate level of discipline, the investigation and any subsequent right to the grievance procedure will be waived. This agreement will be reflected in a letter sent from the FOP to the Chief of Police.

~~M.~~

Section 2. The Employer has the right to discipline employees for cause or discharge employees for just cause. No provisions of these disciplinary procedures are to be construed as to mandate the use of progressive discipline; although the Employer will strive to adhere to the principles of progressive discipline. The Employer may discipline or discharge employees based on Lewiston Personnel Policy ~~Manual Section~~Chapter 102.

If the Employer elects to use disciplinary action, then it will attempt to, but is not required to, administer discipline in a progressive fashion. If used, the progressive discipline will be dependent on the severity of the infraction, and the Employer is not required to adhere strictly to the order or system set forth in Lewiston Personnel Policy ~~Manual Section~~Chapter 102.

A disciplinary Record of Discussion and a disciplinary Official Reprimand may, upon the approval of the Chief of Police, after a specified period of time from the date of the incident, and upon the employee's written request, be returned to the employee, unless in the intervening period related infractions have occurred. In this case, the specified time frame starts over from the date of the most recent related infraction. The specified time frame will be determined by the Chief of Police upon the implementation of the discipline and will be officially recorded in the discipline document.

Section 3. Use of Deadly Force Situations: When an employee, whether on or off duty, uses deadly force which results in the injury or death of another person, or discharges a firearm in which no injury occurs, the employee shall not be required to make a written or recorded statement for seventy-two (72) hours after the incident except that immediately following the incident and any information necessary to secure evidence, identify witnesses, or apprehend suspects. The affected employee may waive the requirement to wait seventy-two (72) hours.

Officers involved in a deadly force situation or critical incident shall be placed on paid administrative leave for a minimum of three (3) days and will not be forced to use sick time or vacation time during the administrative paid leave. The Chief of Police may provide for additional days of paid administrative leave. The Officer will accrue all medical, insurance and other benefits provided in this Agreement during such administrative leave.

Section 4. Consequences of refusal to submit to polygraph examination.

- 1) If a police employee refuses to submit to a polygraph examination:
 - a) No law enforcement agency may take any disciplinary or retaliatory action against the police employee; and
 - b) No investigator may make a notation of such a refusal in the investigator's report or in any other manner maintain evidence of such a refusal.
- 2) Evidence of any refusal by a police employee to submit to a polygraph examination is not admissible at any subsequent hearing, trial or other

judicial or administrative proceeding.

ARTICLE 23. GRIEVANCE PROCEDURE

Section 1. Grievance Procedure.

(A) Purpose. The purpose of the following provision is to set forth, simply and clearly, the methods and procedures to address the various types of disputes that may arise between the parties hereto.

(B) Definition. A grievance shall be defined as:

1. A dispute regarding the application of a disciplinary Record of Discussion and a disciplinary Official Reprimand.
2. A dispute regarding the application or interpretation of any Department rule, regulation, policy, or procedure that governs the Department.
3. A dispute regarding the application of a disciplinary suspension.
4. A dispute regarding the application of a disciplinary transfer.
5. A dispute regarding the application or interpretation of any and all provisions of the Collective Bargaining Agreement between the City and the FOP.
6. A dispute regarding a termination.

(C) Representation. A grievant may have representation of his/her choice at any or all steps.

(D) Process. Employees shall have the right to appeal all grievances defined above pursuant to the procedures described herein. If a dispute cannot be resolved informally, the employee shall deliver the grievance in writing to the Chief of Police within fifteen (15) business days from the employee's knowledge of the occurrence giving rise to the dispute. With regard to disciplinary appeals, this shall be the date the employee signed his or her Adjudication of Complaint and received a copy of the Adjudication. The grievance shall specify the information relevant to the employee's reason for appealing and the relief requested.

In the event the FOP does not sanction a grievance the employee will be responsible for expenses as set out in Step 3 of this procedure.

Step 1 – The FOP will deliver the grievance to the Chief of Police, However, if the matter giving rise to the grievance occurred at that level the appeal will be sent to the ~~City Manager~~ Mayor as Step 1.

If the Chief of Police determines the grievance meets the definition of a grievance as described above and is timely, the Chief of Police shall initiate an investigation of the appeal. Within fifteen (15) business days of the filing of the grievance, the Chief of Police will hold a meeting with the grievant and his/her representative in an effort to explain the results of the investigation. The Chief of Police shall submit to the grievant and his/her representative a written response to the grievance, including a summary statement of the findings of the investigation, within fifteen (15) business days of the filing of the grievance.

Annotation: If there is a dispute as to whether a dispute meets the definition of a grievance, it shall be resolved by the City-ManagerMayor.

Step 2. City-ManagerMayor: For disputes regarding the application or interpretation of any Department rule, regulation, policy, or procedure that govern the Department; a disciplinary suspension; a disciplinary transfer; Termination or regarding the application or interpretation of any and all provisions of the Collective Bargaining Agreement between the City and the FOP: If the grievant and/or FOP is not satisfied with the response provided in Step 1, the FOP may request, within fifteen (15) business days of receipt of the Step 1 response or, if no response is received at step 1, within fifteen (15) business days of the date the response was due, that the matter be resolved by the City-ManagerMayor. This response shall be the final decision on the matter. If the dispute is not resolved under one of the above steps, then the matter may, within fifteen (15) business days, be referred by either party to mediation-arbitration in the process set forth below.

Step 3. Mediation/ Arbitration: Selection of Mediator or Arbitrator. Within fifteen (15) business days following referral of a dispute to procedures under C (above), the two parties' representatives shall either mutually agree upon a mediator-arbitrator or shall request a list of seven (7) names from the Federal Mediation and Conciliation Service. Selection from the list of names shall be through alternate elimination by each representative of one name in each turn, with the order of selection determined by a coin toss. The person whose name remains shall function as mediator/arbitrator or as arbitrator, as the case may be. The City and the F.O.P. shall share equally the cost of the mediator-arbitrator or arbitrator.

A. Mediation. Whenever practicable, the Union and the City shall, by mutual agreement, first mediate the dispute in an effort to expedite resolution of the matter and thus provide a speedy answer to the grievant. The mediator-arbitrator shall meet with the parties and endeavor to mediate/conciliate a mutually agreeable settlement of the dispute. Should the matter be resolved by mediation, a settlement agreement shall be written and signed by both parties. This agreement shall be binding on both parties. In the informal hearing, briefs, testimony and exhibits shall be waived, except by mutual agreement.

B. Arbitration. Should mediation not resolve the dispute, then the mediator shall immediately assume the role and duties of arbitrator and convene an informal hearing to determine the facts, followed by a "bench decision." In the event arbitration is used, the arbitrator shall be selected as in Section 2 (above), and shall, hold a hearing and render a final and binding award. The arbitrator shall receive testimony, exhibits and other evidence and may subpoena and question witnesses. A binding "bench decision" shall immediately be rendered following the hearing and shall be summarized later in a written opinion and award, which shall be binding on the grievant and upon the City. The arbitrator shall timely furnish his/her written opinion and award to the grievant and to the City.

(E) Resolution.

Reduction in Discipline - At any level of review, if the decision is to reduce the level of discipline, the reviewer that reduced the discipline will have the Adjudication of

Complaint rewritten. The new Adjudication of Complaint will show the new level of discipline in the appropriate place on the form. All original dates will be utilized on the written adjudication. If the grievant does not accept the reduction or removal, the matter can proceed to the next step of the procedure based on the original discipline.

Exoneration of Discipline - Exoneration of discipline or the sustained complaint or a change to the Internal Affairs sustained violation, can only be authorized by the Chief of Police, the ~~City Manager~~ Mayor, or arbitrator if the grievance has been appealed to that level. If the discipline and sustained complaint are reversed in favor of the employee, the Personnel file and the employee's bureau file will be purged of all references to the investigation. Additionally, the Internal Affairs file will be supplemented to show the new findings.

(F) Time Limits. In computing any period of time described or allowed in this procedure, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday, or a holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or holiday.

In the event that the employee and/or F.O.P fails to appeal a discipline or answer given to the next step of the grievance procedure within the time allowed, or in the event that the Department fails to answer a grievance within the time required at any step of the grievance procedure, then the grievance will be considered settled against the side which has defaulted for failing to act in a timely fashion. Specifically, if an appeal is not filed or processed within the time limits set forth above, it will be deemed withdrawn with prejudice; if a grievance meeting is not held or an answer to a grievance or appeal is not filed or processed within the time limits set forth above, the appeal and requested relief will be deemed granted in its entirety, so long as such remedy is within the confines of the dispute. However, any of the time limits in a grievance procedure may be extended by mutual agreement of the parties, in writing. Grievances settled by default cannot be the basis of establishing precedent for the settlement of any other grievances.

Documentation. A copy of all appeals shall be forwarded to the FOP and Human Resources immediately upon filing with the Department.

Section 2. Time limits in this Article may be extended by ten (10) business days by either party when the request is made in writing within the fifteen (15) business day window. One request may be made per step.

Section 3. It is understood the City may use the grievance procedure to allege a F.O.P. violation of a specific term of this Agreement or to resolve a dispute regarding an interpretation of a term or terms of the Agreement. A City grievance shall be presented to the F.O.P. Representative, within fifteen (15) business days of its occurrence or knowledge thereof, who shall provide a written response within fifteen (15) business days of receipt of the grievance. City grievances shall follow the steps in the grievance procedure.

Section 4. Both parties jointly and separately agree that the following principles shall pertain and be applied:

- A. In any dispute or complaint, employees shall work now and grieve later, except for those situations where the employee is in a clear and present danger to life and limb.

- B. Grievances should be processed to meet the applicable time limits whenever possible.
- C. Those items covered in both the Personnel Policy and contract which are in clear conflict shall be grievable under the applicable terms and conditions of this contract and not those contained in the Personnel Policy.
- D. Dissimilar grievances shall be submitted to arbitration only one at a time. Multiple grievances shall not be heard without written concurrence of both parties.
- E. While grievances relative to Article 19, Non-Discrimination, shall be processed, any such grievance or settlement shall be mitigated by any award obtained as a result of relief procedures under Federal or State law, if the award is the result of the same circumstances alleged in the grievance.
- F. In any grievance dispute, an employee shall choose either the grievance procedures under the Personnel Policy or under the mediation/arbitration process contained herein, but he/she may not use both. His/her selection of the process to be used shall be at his/her first knowledge of the matter causing the dispute and shall be irrevocable.
- G. No grievant shall be entitled to punitive damages under this agreement. Relief requested shall only intend to make whole the grievant.

Section 5. Meetings. Any meeting required by the above procedure shall, whenever possible, be scheduled during normal work hours.

ARTICLE 24. ALCOHOL AND SUBSTANCE ABUSE

The parties have agreed upon an alcohol and controlled substance policy. ~~The parties specify that the Policy will be mutually agreed upon before revision when any portion thereof applies to F.O.P. covered positions. In reference to police personnel, within the policy's subsection on Post-Accident Testing, the City's Risk Manager, Human Resources Representative, Police Chief, or designee may initiate testing when such circumstance involves: death, serious personal injury requiring immediate emergency room or urgent care center treatment, when the employee causes an accident that damages a city vehicle which renders it inoperable or requires the vehicle to be towed, severe damage to the function of machinery, equipment or property and/or result in an injury to themselves or another individual requiring off site immediate medical attention. In circumstances in which there is damage or injury that was not the fault of an officer an employee should be drug and alcohol tested if there is reasonable cause. Each officer who is involved in an officer-involved shooting or whose conduct resulted in substantial bodily harm or the death of another person must submit to drug and alcohol testing, including, without limitations, testing for the use of cannabis, prescription drugs, illegal drugs and alcohol.~~

ARTICLE 25. VACATION

Section 1. Use of Vacation. Employees shall be eligible to take vacation based on those hours accrued, subject to the Police Chief's or his designee's approval. Such paid vacation shall not exceed the amount of vacation time actually accrued without approval of the Police Chief or his designee and the ~~City Manager~~ Mayor. The time and amount of vacation to be taken at any

one time is subject to approval of the Police Chief based on the needs of the City. Vacation requests must normally be scheduled two (2) weeks in advance and will be honored to the maximum extent possible and will only be denied for operational reasons. Employees shall not work for the city during their vacation unless called in for emergency purposes. Double compensation is prohibited. Under no circumstances shall an employee lose accrued vacation because of an inability to schedule vacation in order to meet the City's needs.

Should an employee be required to work while on vacation due to emergencies, call-out or other hardship, their vacation, compensatory or bonus holiday will be restored and they will be paid at time and a half (1½) their regular rate of pay at a four (4) hour minimum or for the duration of the emergency , call-out or hardship.

Section 2. Vacation Accrual. Each regular and part-time employee shall accrue vacation at the following rate for continuous service performed in pay status. Temporary and emergency employees shall not earn vacation leave with pay. Accrual will be posted on each pay check notice.

A. First (1st) through fourth (4th) year of service -employees so entitled shall accrue ninety-six (96) hours vacation during each complete year of service.

B. Fifth (5th) through ninth (9th) year of service -employees so entitled shall accrue one hundred twenty (120) hours vacation during each complete year of service.

C. Tenth (10th) through fourteenth (14th) year of service -employees so entitled shall accrue one hundred sixty (160) hours vacation during each complete year of service.

D. Fifteenth (15th) through nineteenth (19th) year of service -employees so entitled shall accrue one hundred seventy-six (176) working-hours vacation during each complete year of service.

E. Twenty (20) years of service or more -employees so entitled shall accrue two hundred (200) working hours vacation during each completed year of service.

F. Regular Part-time employees working 20 hours or more per week, scheduled 52 weeks per year, shall accrue vacation proportionate to the ratio of scheduled hours of work per week to the standard work week, but in no case shall the number of days of vacation accrued per year exceed those days allowed by the appropriate section above.

Section 3. Maximum Accumulation. Employees shall be allowed to accumulate vacation up to, but no more than two times their annual accrual. The amount of vacation over an employee's maximum accrual limit will drop off as of December 31st of each year, reflected on the second paycheck in January.

Section 4. Vacation at Termination. All covered personnel whose employment with the City terminates shall be paid for that part of vacation accrued that remains unused at the time of termination. Payment shall be made at the employee's rate of pay in effect at the time of termination.

When termination results from the death of the employee, pay for unused accrued vacation shall be paid to the beneficiary the employee has designated in writing, and filed with the City ManagerMayor. In the event no beneficiary has been designated, the payment shall be made to the estate of the employee.

ARTICLE 26. SICK LEAVE

Section 1. Sick leave shall be requested only in cases of actual personal illness or disability, medical or dental treatment, serious illness or injury of a member or the employee's immediate family, or absence beyond three days due to the death of a member of the employee's immediate family. The employee requesting sick leave shall notify his/her supervisor or other department authorized personnel at least one hour prior to the time set for reporting to work. Sick leave with pay will not be permitted unless the employee has met and complied with the provisions of this Article, and the Chief of Police has approved such payment. Serious illness is defined as a condition requiring hospitalization and/or constant care requirements.

If absent three or more days, the Chief of Police, or his/her designee or the ~~City Manager~~Mayor may require a written statement from the attending physician or dentist (or from a physician or dentist designated by the ~~City Manager~~Mayor) that the employee is or was incapacitated and unable to perform his/her duties.

An employee who is absent from work on sick leave shall not engage in any activity which would be detrimental to his/her ability to return to work.

The abuse of sick leave may be considered as cause for disciplinary action.

Section 2. Accrual. Sick leave for personnel shall be accrued at the rate of eight (8) hours for each calendar month that an employee has worked regularly scheduled hours and/or has been on an authorized leave which provides for full pay for at least ten (10) working days in that month.

ARTICLE 27. DURATION

The effective date of this Agreement shall be October 1, 2023~~0~~ and shall remain in full force and effect until September 30, 2026~~3~~. Should either party desire to amend or terminate this Agreement, said party shall serve the other with written notice of such intent not less than one hundred twenty (120) days prior to the expiration of the Agreement. Should such timely notice be served, bargaining shall commence at a date which is mutually agreed upon by the parties.

In the event this Agreement reaches the expiration date without a new agreement in place and there is an ongoing good faith effort by the Union and the City to reach an agreement, the Agreement shall be extended up to 90 days.

Agreements and/or Memorandums of Understanding made outside of the negotiations period shall be reassessed upon the next negotiation period.

ARTICLE 28. PERSONNEL FILES

Section 1. Official Personnel Files. Employees may request an electronic copy of their personnel file from the Human Resources Department. The personnel data will be provided electronically as soon as possible but not more than two (2) working days from Human Resources. Employees may submit rebuttals of information contained in their files and these rebuttals shall be included in their personnel file. Only one official file shall be maintained by the city. Requests for information from outside agencies, either during or after employment, must have the employee's written consent in order to be released by the Human Resources Department.

Section 2. Departmental Personnel Files. The general public shall not have access to department personnel files or supervisors' files. Employees, or their representatives, with

permission of the employee, shall have access in the presence of the appropriate supervisor.
Section 3. Access to information in the files shall follow State codes.

CITY OF LEWISTON

By: _____

~~Michael Collins~~Daniel Johnson, Mayor

ATTEST: _____

~~Kari Ravencroft~~Tanya Brocke, City Clerk

Alan Nygaard, City Manager

FRATERNAL ORDER OF POLICE LEWIS-CLARK LODGE #10

~~Michael Shore~~Joe Stormes, Lodge President

~~Zach Ward~~Will Thompson, Negotiations Committee Chairman

In Witness hereof: This Agreement has been duly executed by the parties the _____ day of _____, 20~~23~~²⁰.

CITY OF LEWISTON

FY24 SALARY SCHEDULE (10/1/23 through 9/30/24)

LPD - POLICE

Grade	Position	Step 1 (Entry)	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
610	Sergeant	86,185.58	89,202.07	92,324.14	95,555.49				
	Bi-weekly	3,314.83	3,430.85	3,550.93	3,675.21				
	Hourly	41.435	42.886	44.387	45.940				
609	Corporal	78,350.52	81,092.79	83,931.04	86,868.63				
	Bi-weekly	3,013.48	3,118.95	3,228.12	3,341.10				
	Hourly	37.669	38.987	40.351	41.764				
608	Officer	60,269.63	63,283.11	66,447.27	69,769.63	73,258.12	76,921.02	80,767.07	
	Bi-weekly	2,318.06	2,433.97	2,555.66	2,683.45	2,817.62	2,958.50	3,106.43	
	Hourly	28.976	30.425	31.946	33.543	35.220	36.981	38.830	
607	Comm Watch Supervisor	63,958.54	67,156.47	70,514.29	74,040.01	77,742.01	81,629.11		
	Bi-weekly	2,459.94	2,582.94	2,712.09	2,847.69	2,990.08	3,139.58		
	Hourly	30.749	32.287	33.901	35.596	37.376	39.245		
606	Comm Specialists	47,522.11	51,086.26	53,640.58	56,322.61	59,138.74	62,095.67		
	Bi-weekly	1,827.77	1,964.86	2,063.10	2,166.25	2,274.57	2,388.30		
	Hourly	22.847	24.561	25.789	27.078	28.432	29.854		
605	Evidence Custodian	48,522.25	50,463.14	52,481.67	54,580.94	56,491.27	58,468.46	60,514.86	62,632.88
	Bi-weekly	1,866.24	1,940.89	2,018.53	2,099.27	2,172.74	2,248.79	2,327.49	2,408.96
	Hourly	23.328	24.261	25.232	26.241	27.159	28.110	29.094	30.112
604	Records Specialist	44,200.06	45,747.07	47,348.21	49,005.40	50,475.56	51,989.83	53,549.52	55,156.01
	Bi-weekly	1,700.00	1,759.50	1,821.09	1,884.82	1,941.37	1,999.61	2,059.60	2,121.38
	Hourly	21.251	21.994	22.764	23.560	24.267	24.995	25.745	26.517
603	Animal Control Officer	44,399.10	46,175.06	48,022.06	49,942.95	51,690.95	53,500.13	55,372.64	57,310.68
	Bi-weekly	1,707.66	1,775.96	1,847.00	1,920.88	1,988.11	2,057.70	2,129.72	2,204.26
	Hourly	21.346	22.200	23.088	24.011	24.851	25.721	26.621	27.553
602	Computer Specialist	55,888.10	58,717.44	60,448.57	62,866.51	65,066.84	67,344.18	69,701.23	72,140.77
	Bi-weekly	2,149.54	2,235.52	2,324.95	2,417.94	2,502.57	2,590.16	2,680.82	2,774.65
	Hourly	26.869	27.945	29.062	30.224	31.282	32.377	33.510	34.683



CITY COUNCIL MEETING AGENDA ITEM HISTORY/COMMENTARY

ITEM TITLE MODIE PARK MEMORANDUM OF UNDERSTANDING	AGENDA NO. VI.C. AGENDA DATE: September 25, 2023
ITEM HISTORY (PREVIOUS COUNCIL REVIEWS, ACTION RELATED TO THIS ITEM, OTHER PERTINENT HISTORY) The Modie Park MOU is an update to the current Joint Development Agreement between the City and the Modie Park Conservancy that was approved by Lewiston City Council as Resolution 96-114, dated December 16, 1996. The Modie Park Conservancy is a non-profit corporation established for the purpose of assisting the City in the development and maintenance of the Park for public use, while also preserving the original interests and intents of the Modie and Osborne families, who were the original land donors. The Park consists of certain real property dedicated and opened to the public exclusively for outdoor recreation and City park purposes as identified in Resolution 2016-65, dated November 14, 2016, and recorded as Instrument No. 844626, records of Nez Perce County, State of Idaho.	
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 purpose of this MOU is to establish a general framework of cooperation and collaboration between the City and the Conservancy at the Ruth Rowell Modie Wildlife Park. The Parties understand and agree that this MOU is solely intended to be a general understanding and agreement between the Parties to assist in defining the Parties' relationship and is not intended to be a legally binding contract.	
BUDGET IMPACT There is no budgetary impact to the city by signing this MOU. The MOU, however, allows for volunteer labor to perform tasks in the park that would increase our need for staffing if this MOU would not be in effect.	
ACTION PROPOSED Staff recommends that the Mayor signs the MOU on behalf of the city to continue our partnership and cooperative management and maintenance of Modie Park with the Modie Park Conservancy.	

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING, hereafter the “MOU”, is entered into by and between the CITY OF LEWISTON, an Idaho municipal corporation, hereafter called “City”, and MODIE PARK CONSERVANCY, INC., an Idaho non-profit corporation, hereafter called “Conservancy”, and pertains to a City park currently known as the Ruth Rowell Modie Wildlife Park, hereafter called “Park”. The City and Conservancy may be individually referred to as “Party” or collectively as “Parties”.

WHEREAS, the Conservancy is a non-profit corporation established for the purpose of assisting the City in the development and maintenance of the Park for public use, while also preserving the original interests and intents of the Modie and Osborne families, who were the original land donors;

WHEREAS, the Park consists of that certain real property dedicated and opened to the public exclusively for outdoor recreation and City park purposes identified in Resolution 2016-65, dated November 14, 2016, and recorded as Instrument No. 844626, records of Nez Perce County, State of Idaho;

WHEREAS, the Parties are committed to promoting equity through parks and programming, cognizant of geographic, socioeconomic, demographic, cultural, physical ability, population density realities, and transportation challenges; and

WHEREAS, it is in the best interests of the citizens of the City of Lewiston for the Parties to continue to cooperate in the development, maintenance, and operation of the Park for public purposes, to the extent their resources allow.

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

I. INTENT OF MOU

The purpose of this MOU is to establish a general framework of cooperation and collaboration between the City and the Conservancy at the Park. The Parties understand and agree that this MOU is solely intended to be a general understanding and agreement between the Parties to assist in defining the Parties’ relationship and is not intended to be a legally binding contract.

II. GENERAL PROVISIONS

- A. The foregoing recitals are hereby incorporated into and made a part of this MOU.
- B. The City agrees to encourage and maintain the independence of the Conservancy, and at the same time, foster the cooperative relationship between the City and Conservancy.
- C. The Conservancy agrees to cooperate with the Parks and Recreation Director and/or designee to allow the City to monitor the relationship between the City and the Conservancy.

- D. The Parks and Recreation Director or a designee will be an ex officio and voting member of the Conservancy's governing board.
- E. The Parties agree that all funds received and/or donated to the Conservancy for Park purposes shall be entirely separate from any other financial assets or accounts of the City. The Conservancy shall have sole authority and responsibility for the management, accounting, and disbursement of funds held by the Conservancy. The Conservancy shall keep accurate and transparent records of all transactions involving Park expenditures.
- F. The Conservancy may provide assistance, to the extent its resources allow, for the development and maintenance of the Park as a public park.
- G. All developmental, maintenance, and operational assistance provided by the Conservancy shall be performed pursuant to the concept and master plans approved by the City for the Park, and other properties that may be subsequently conveyed to the City to enlarge the Park's boundary. The Conservancy shall obtain the express permission of the Parks and Recreation Director or designee, prior to performing any new developmental and operational assistance.
- H. In all necessary cases, the City agrees to seek approval for physical improvement projects that involve Conservancy funding from the City's Historic Preservation Commission.
- I. Each Party shall procure and maintain insurance as required by applicable federal and state law and in an amount that is adequate to cover its staff, equipment, vehicles, and property, including, but not limited to liability insurance, workers' compensation, automobile liability, and property damage. Each Party has the right to self-insure all or part of the insurance requirements set forth in this paragraph.
- J. The Conservancy 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 acts or omissions of the Conservancy, its officers, officials, agents or employees, that is in any way connected with the services provided under this MOU. In the event that City is alleged to be liable on account of any negligent act, error, or omission of Conservancy, its officers, officials, or employees, then Conservancy shall reimburse City, in proportion to Conservancy'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. Notwithstanding the foregoing sentence, in the event that City is alleged to be liable on account of any negligent act, error, or omission of Conservancy, its officers, officials, or employees and the trier of fact determines that neither City nor Conservancy were negligent, then Conservancy shall reimburse City fifty percent (50%) of City's cost of defense, including, but not limited to, attorney fees and expenses, court costs, and expert witness fees and expenses.

These indemnification provisions shall survive the expiration or termination of this MOU. Conservancy's indemnification and defense obligation herein shall extend to Claims occurring after this MOU is terminated or expired, as well as while this MOU is in force, and shall continue until all Claims are finally adjudicated and fully and finally barred by applicable laws.

- K. The Parties will jointly craft annual development plans, such as public programs (classes, seminars, lecture series, demonstrations, etc.) maintenance, fundraising, special events, etc. that assign clear responsibility and accountability, avoiding duplication of effort and competition for the same dollars, focused instead on the protection of the natural assets of the Park and in keeping with its unique purpose and format.
- L. The Conservancy agrees to adhere to all federal, state, and local laws, ordinances, and regulations in the performance of this MOU.
- M. This MOU shall be in force from the date both Parties fully execute this MOU until this MOU is terminated by either Party as specified below.
- N. Either Party may terminate this MOU for any reason upon providing ninety (90) days' written notice to the other Party.
- O. All notices required to be given pursuant to this MOU shall be in writing and shall be deemed delivered immediately if hand-delivered or seventy-two (72) hours after depositing the same in the U.S. mail, certified or registered, addressed to the respective addresses set forth below:

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

Conservancy: Philip A. Shinn
529 N. Harding Street
Moscow, ID 83843

- P. This MOU may be amended only by a writing duly executed by both Parties.

Signature page to follow

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed by its duly authorized representatives the day and year written below.

DATED this _____ day of _____, 2023.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

By: _____
Tanya M. Brocke, City Clerk

MODIE PARK CONSERVANCY, INC.

By: _____
Title: _____

STATE OF IDAHO)
) ss.
County of _____)

On this _____ day of _____ 2023, before me, a Notary Public, personally appeared _____, known or identified to me as the _____ of Modie Park Conservancy, Inc. and stated he/she has the authority to execute this instrument on behalf of Modie Park Conservancy, Inc. and did execute this instrument on behalf of Modie Park Conservancy, Inc.

Notary Public for the State of _____
Commission Expires _____



CITY COUNCIL MEETING AGENDA ITEM HISTORY/COMMENTARY

ITEM TITLE ORDINANCE 4845	AGENDA NO. VI.D.1.a. AGENDA DATE: September 25, 2023
ITEM HISTORY (PREVIOUS COUNCIL REVIEWS, ACTION RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)	
ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS, ETC.) Please identify any or all impacts this proposed action would have on the City budget and/or personnel resources. This was a clean up of city code chapter 24. Originally, this ordinance was primarily focused on the noise portion of chapter 24 but after further review, we decided to make changes to other portions to clean up language in this chapter. The ordinance required the city to have a specific piece of equipment to measure noise output that we did not have and we were also unsure why each different type of equipment had different maximum decibel levels. We altered the code to ensure it was measurable by law enforcement by having a distance requirement rather than a decibel requirement, so our officers can enforce the ordinance.	
BUDGET IMPACT There would be no impact to the budget.	
ACTION PROPOSED Staff recommends approving these changes so officers can enforce the ordinance while ensuring the citizen's right to live in a peaceful environment.	

CITY ORDINANCE NO. 4845

AN ORDINANCE OF THE CITY OF LEWISTON AMENDING VARIOUS SECTIONS IN ARTICLE I, CHAPTER 24 OF THE LEWISTON CITY CODE PERTAINING TO GENERAL PROVISIONS; AMENDING VARIOUS SECTIONS IN ARTICLE II, CHAPTER 24 PERTAINING TO NOISE CONTROL AND REGULATION; REPEALING SECTION 24-39 TITLED "MOTOR VEHICLE NOISE PERFORMANCE STANDARDS;" REPEALING SECTION 24-40 TITLED "MAXIMUM PERMISSIBLE ENVIRONMENTAL NOISE AND SOUND LEVELS;" REPEALING ARTICLE III, CHAPTER 24 TITLED "OFF-ROAD VEHICLES;" AMENDING SECTION 24-52 PERTAINING TO GRAFFITI ABATEMENT; ENACTING SECTION 35-22 PERTAINING TO COMPRESSION OR "JAKE" BRAKES; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1: Lewiston City Code § 24-1 is hereby amended as follows:

Sec. 24-1. Permit required to discharge firearms.

No person shall discharge any air gun, air pistol, rifle, fowling piece, pistol, or any other firearms within the city without having first obtained a permit from the chief of police to do so, except when a person is discharging a firearm in the lawful defense of a person, ~~or~~ persons, or property.

SECTION 2: Lewiston City Code § 24-2 is hereby amended as follows:

Sec. 24-2. Aisles of churches, theaters, etc.; obstruction prohibited.

No person having charge or control of any theater, church, tent, or other building ~~or tent~~ at which an audience or congregation may be assembled shall permit any person to sit, ~~or~~ stand in, or otherwise obstruct or barricade the free and open passageway of any of the aisles in such building or tent.

SECTION 3: Lewiston City Code § 24-6 is hereby amended as follows:

Sec. 24-6. False alarms.

No person shall call for or summon any police officer, ~~or~~ peace officer, or fireman upon any false alarm of disorder, disturbance, fire, or crime of ~~whatsoever~~ any sort.

SECTION 4: Lewiston City Code § 24-8 is hereby amended as follows:

Sec. 24-8. Fireworks – Definitions.

...

(b) No person in the city shall possess, fire, or discharge any fireworks other than nonaerial common fireworks. Nonaerial common fireworks may be possessed and discharged during the times that nonaerial common fireworks may be sold at retail, as

provided in section 24-9 of this code; provided, however, that the fire marshal may permit the public display by responsible persons or organizations of fireworks of such character and in such location as in the fire marshal's judgment shall not be hazardous to surrounding property or endanger personal safety as defined by Idaho Code, Section 39-2605.

...

(e) A violation of subsection (c)(1) or (3) of this section shall constitute an infraction and shall be punishable by a fine of one hundred dollars (\$100.00).

...

SECTION 5: Lewiston City Code § 24-9(e) is hereby amended as follows:

Sec. 24-9. Same – Sale prohibited, exception.

...

(e) A violation of subsection (a) of this section shall constitute an infraction and shall be punishable by a fine of one hundred dollars (\$100.00).

...

SECTION 6: Lewiston City Code § 24-22 is hereby amended as follows:

Sec. 24-22. Slingshots; use prohibited.

No person shall shoot, throw, sling, fling, hurl, or cast any shot, bullet, arrow, lead slug, rock, stone, pebble, or missile with or by the use of a slingshot, sling, flip, or any instrument, by the use of which injury could be inflicted upon the person or property of any other person within the city.

SECTION 7: Lewiston City Code § 24-37 is hereby amended as follows:

Sec. 24-37. Noise or excessive or unnecessary sound declared public nuisance.

The creation or maintenance of noise(s) or the creation or maintenance of excessive or unnecessary sound(s) within the limits of the city of Lewiston, ~~Idaho~~, or that emanates from a location outside of the limits of the city of Lewiston, ~~Idaho~~, ~~be and the same hereby is hereby~~ declared to be a public nuisance.

SECTION 8: Lewiston City Code § 24-38 is hereby amended as follows:

Sec. 24-38. Noise or excessive or unnecessary sound prohibited.

(a) No person shall make or allow any noise(s) or excessive or unnecessary sound(s), as provided in this section, which disturbs, injures, or endangers the comfort, convenience, repose, health, peace, safety, or ~~and~~ welfare of any other person(s) ~~or persons~~ or of any residential neighborhood within the limits of the city of Lewiston.

(b) No person on the premises of a restaurant, bank, bar, tavern, theatre, business, public parking facility, or other public or private property where parking or drive-in facilities are offered and extended to the public for their use shall unnecessarily do any

of the following: Race the engine of any motor vehicle; bring to a sudden start or stop any motor vehicle; unnecessarily squeal the tires on a motor vehicle; do a burnout in a motor vehicle; or commit any other act constituting a nuisance or disturbance on said premises whereby the quiet of the premises or the neighborhood is disturbed, or the health, peace, safety, comfort, or convenience of any person is disturbed.

(c) The following acts are declared to be noise(s) and unreasonable, excessive, and unnecessary sounds in violation of this article; however, this enumeration shall not be deemed exclusive:

(1) *Horns, signaling devices, etc.* The sounding of any horn or signaling device on any automobile, motorcycle, bus, or other motor vehicle except as a necessary signal required by the exigencies of vehicular or pedestrian traffic.

(2) *Radios, musical instruments, ~~phonographs~~, etc.* The playing, using, or operating of any radio, musical instrument, ~~phonograph~~, television, ~~set, tape recorder~~ or other machine or device for the producing or reproducing of sound in such a manner as to disturb the sleep, peace, convenience, comfort, or repose of any other person. The operation of any such radio, musical instrument, ~~phonograph~~, television, ~~set, tape recorder~~ or other machine or device for the producing or reproducing of sound in such a manner as to be plainly audible to a law enforcement officer at a distance of fifty (50) feet or more from the building, room, structure, or vehicle in which it is located shall be prima facie evidence of a violation of this section.

(3) *Loudspeakers, amplifiers, etc.* The use or operation of any loudspeaker or sound amplifier, either stationary or mobile, in such a manner as to project sound upon public streets, or other public property, or upon private property owned by someone other than the owner or operator of the loudspeaker or sound amplifier, except when such use or operation is authorized and permitted by the issuance of a written license and permit according to the requirements set forth in section 24-43(3) of this article. The operation of any such loudspeaker or sound amplifier in such a manner as to be plainly audible to a law enforcement officer at a distance of fifty (50) feet or more upon a public right of way, street, or private property where the officer is lawfully able to be from where it is located shall be prima facie evidence of a violation of this section.

(4) *Steam whistles.* ~~The blowing of any steam whistle attached to any stationary boiler except as a warning of fire or danger or upon the request of proper city authorities.~~

(5) *Exhausts.* ~~The discharge into the open air of any exhaust of any steam engine, stationary internal combustion engine, motor boat, automobile, motorcycle, bus, or other motor vehicle except through a muffler or other device which will effectively prevent loud or explosive noises therefrom, except where such discharge is from vehicles used for participation in vehicle spectator sports activities between the hours of 8:00 a.m. and 9:00 p.m.~~

~~(6) Defect in vehicle or load. The use of any automobile, motorcycle, bus or other motor vehicle so out of repair, so loaded or in any otherwise unreasonable manner so as to disturb the sleep, peace, quiet, comfort or repose of any person or residential neighborhood.~~

~~(74) Loading, unloading, opening boxes. The loading or unloading of any motor vehicle or the opening, closing, or destruction of bales, boxes, crates, or containers, so as to disturb the sleep, peace, quiet, comfort, or repose of any person or residential neighborhood. The noise from loading or unloading as described above in such a manner as to be plainly audible to a law enforcement officer at a distance of fifty (50) feet or more upon a public right of way, street, or private property where the officer is lawfully able to be from where it is located shall be prima facie evidence of a violation of this section.~~

~~(85) Construction or repair of buildings, streets, etc. The construction, excavation, demolition, alteration, destruction, or repair of any building, property, building site, street, sidewalk, driveway, sewer, or utility line between the hours of 9:00 p.m. and 7:00 a.m., except as provided in section 24-42 of this article.~~

~~(96) Schools, ~~cemeteries~~, churches, hospitals, and funeral homes. The creation of any noise on any street adjacent or from any property adjacent to any school, institution of learning, church, ~~cemetery~~ or funeral home, while the same is in use, or adjacent to any hospital, nursing home, or other institution for the care of the sick or infirm, which interferes with the operation of the same. ~~or disturbs the sleep, peace, quiet, comfort or repose of any person.~~~~

~~(407) Pile drivers, hammers, machinery, etc. The operation between the hours of 9:00 p.m. and 7:00 a.m. of any pile driver, steam shovel, pneumatic hammer, derrick, steam or electric hoist, or other construction equipment, machinery, or tools.~~

~~(448) Blowers and compressors. The operation between the hours of 9:00 p.m. and 7:00 a.m. of any blower, power fan, internal combustion engine, electrical motor, or compressor, the operation of which unreasonably disturbs the sleep, peace, quiet, comfort, or repose of any person or residential neighborhood.~~

~~(9) Landscape maintenance. The operation between the hours of 9:00 p.m. and 7:00 a.m. of any lawn mowing equipment, leaf blowers, weed eaters, or other landscape maintenance activities generating similar noise, the operation of which unreasonably disturbs the sleep, peace, quiet, comfort, or repose of any person or residential neighborhood.~~

(d) Any person who violates this section shall be deemed to have committed an infraction and shall be subject to a fine of fifty dollars (\$50).

SECTION 9: Lewiston City Code § 24-39, “Motor vehicle noise performance standards,” is hereby repealed in its entirety and reserved for future use.

SECTION 10: Lewiston City Code § 24-40, “Maximum permissible environmental noise and sound levels,” is hereby repealed in its entirety and reserved for future use.

SECTION 11: Lewiston City Code § 24-41 is hereby amended as follows:

Sec. 24-41. Definitions and standards.

For the purposes of this article, the words used shall have their ordinary and usual usage, except that the words listed ~~herein~~ below shall have the definitions given to them in this section:

~~A-weighted sound level means the sound level as measured in decibels with a sound level meter using the A-weighting network. The standard notation is dBA or DBA.~~

~~Chief of police means the City of Lewiston Chief of Police or designee.~~

~~Decibel means a unit of measure of sound (see "sound pressure level").~~

...

Noise means any sound(s) which:

- (1) Is unwanted; ~~or~~
- (2) Is loud, discordant, or disagreeable; ~~or~~
- (3) Causes or trends to cause an adverse physiological or psychological effect on human beings; ~~or~~
- (4) Endangers or injures the safety or health of humans or animals; ~~or~~
- (5) Annoys or disturbs a reasonable person of normal sensibilities; or
- (6) Endangers or injures personal or real property; ~~or~~
- (7) ~~Exceeds the maximum permissible environmental noise and sound levels as set forth in this article.~~

~~Muffler means an apparatus consisting of a series of chambers or baffle plates designed for the purpose of transmitting gases, which reduces sound emanating from such apparatus.~~

...

~~Property boundary means the surveyed line at ground surface which separates the real property owned, rented or leased by one (1) or more persons from that owned, rented or leased by one (1) or more other persons and its vertical extension.~~

~~Receiving land use means real property within which sound originating from a source outside the property is received.~~

...

~~Sound level meter means an instrument, including a microphone, amplifier, RMS detector and integrator or time averager, output meter and/or visual display and weighting networks, used to measure sound levels. The sound level meter shall conform as a minimum to the requirements of ANSI (American National Standards Institute) S1.4-~~

~~1971, Type II, or its successor publication and to be set to an A-weighted response. An acoustical calibrator, accurate to within plus or minus one (1) decibel, shall be used to verify the before and after calibration of the sound level meter on each noise measurement taken.~~

~~Sound pressure means the instantaneous difference between the actual pressure and the average or barometric pressure at a given point in space, as provided by sound.~~

~~Sound pressure level means twenty (20) times the logarithm to the base ten (10) of the ratio of the RMS (root-mean-square) sound pressure to the reference pressure of twenty (20) micropascals. The sound pressure is denoted L_p or SPL.~~

SECTION 12: Lewiston City Code § 24-42 is hereby amended as follows:

Sec. 24-42. Sound level variance permits.

...

(c) If, after a consideration and evaluation of the location of the site, the potential nature of the sound(s) which would be generated on the site, the potential nature of the sound(s) from vehicular traffic to and from the site and the relative effect of such sounds upon the persons residing on property adjacent to the site, the chief of police determines that the sleep, peace, quiet, comfort, or repose of such persons will not be disturbed, he or she may issue a permit allowing events and/or activities described in section 24-38(e)(9) to take place between such hours from ~~7~~ 2:00 p.m. to 7:00 a.m., as he or she deems proper.

(d) If a variance is granted, the chief of police or his authorized representative shall prescribe such reasonable conditions or requirements as are necessary to minimize adverse effects upon the community, the surrounding neighborhood, and persons residing upon property adjacent to the site. If complaints are received, the sound shall be reduced if directed by an on-duty city of Lewiston police officer. If subsequent complaints are received, the amplification shall be turned off by the direction of the chief of police or his authorized representative.

SECTION 13: Lewiston City Code § 24-43 is hereby amended as follows:

Sec. 24-43. Exceptions.

If a person can establish, by a preponderance of the evidence, that one (1) or more of the following exceptions apply, then that person shall be excused from compliance with this article:

...

(4) The sound(s) or noise(s) emanate from residential property and was caused by a temporary project for the maintenance or repair of homes, grounds, and appurtenances; provided, however, that this section shall apply only to sound(s) or noise(s) generated between the hours of ~~8:00 a.m. and 10:00 p.m.~~ 7:00 a.m. to 9:00 p.m.

...

(8) The sound(s) of temporary construction, excavation, or demolition activity as a result of construction equipment, including special construction vehicles, and emanating from temporary construction sites; and where said construction, excavation, or demolition activity is conducted pursuant to a valid building or demolition permit; and which activity is conducted ~~during~~ between the hours of 7:00 a.m. to 9:00 p.m.

...

~~(16) Sound(s) created by motor vehicles when regulated by section 24-39 of this Code.~~

~~(167)~~ Sound(s) from existing industrial installations which exceed the standards contained in these regulations which, over the previous three (3) years, have consistently operated in excess of fifteen (15) hours per day as a consequence of process necessity and/or demonstrated routine normal operation.

SECTION 14: Lewiston City Code Article III of Chapter 24, "Off-road vehicles," is hereby repealed in its entirety and reserved for future use.

SECTION 15: Lewiston City Code § 24-52 is hereby amended as follows:

Sec. 24-52. – Graffiti abatement.

Whenever a city of Lewiston police officer discovers graffiti on any public or private property or any surfaces visible to the public, the chief of police ~~or designee~~ may attempt to obtain abatement of said graffiti by the person or persons causing the graffiti. In the event the person ~~or persons~~ causing the graffiti cannot be located, the chief of police ~~or designee~~ shall notify the property owner and make arrangements for the removal of the graffiti.

SECTION 16: Lewiston City Code § 35-22 is hereby enacted as follows:

Sec. 35-22. Compression or "jake" brakes.

It shall be unlawful for the operator of any vehicle driven upon a public or private street or right-of-way within the city to use, or employ the use of, a compression or "jake" brake. For the purpose of this section, a compression or "jake" brake shall mean any device mounted on or adjacent to the engine of the vehicle being driven which is not effectively muffled and which, when employed, reduces engine speed and causes the vehicle to slow without the use of the vehicle's braking system. This section shall not apply to emergency driving situations requiring the use of all vehicle braking systems, including compression or "jake" brakes, when necessary to protect persons or property.

SECTION 17: This ordinance shall take effect and be in full force from and after its passage and publication.

Signature page to follow

PASSED this _____ day of _____ 2023.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

_____, City Clerk



CITY COUNCIL MEETING AGENDA ITEM HISTORY/COMMENTARY

ITEM TITLE ORDINANCE 4883	AGENDA NO. VI.E.1.b. AGENDA DATE: September 25, 2023
ITEM HISTORY (PREVIOUS COUNCIL REVIEWS, ACTION RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)	
ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS, ETC.) Please identify any or all impacts this proposed action would have on the City budget and/or personnel resources. In the past, the city had various fine amounts for different city ordinance violations and many times we could not find where or how the fine was determined. This ordinance was drafted to make it clear what the penalty and/or fine amount is if an ordinance is violated. This ordinance makes infraction fine amounts consistent throughout chapter 8 and chapter 35.	
BUDGET IMPACT There is no impact on the city budget.	
ACTION PROPOSED Staff's recommendation is to approve this ordinance to ensure consistency with fine amounts throughout chapter 8 and 35.	

CITY ORDINANCE NO. 4883

AN ORDINANCE OF THE CITY OF LEWISTON AMENDING VARIOUS SECTIONS IN CHAPTER 8 OF THE LEWISTON CITY CODE RELATED TO FINES ASSOCIATED WITH ANIMAL VIOLATIONS, AMENDING VARIOUS SECTIONS IN CHAPTER 35 RELATED TO FINES AND PENALTIES ASSOCIATED WITH TRAFFIC AND PARKING VIOLATIONS, ENACTING SECTION 35-23 RELATED TO DEBRIS IN HANDICAPPED PARKING SPACES, ENACTING SECTION 35-24 RELATED TO INFRACTION PENALTIES UNDER ARTICLE I, ENACTING SECTION 35-54 RELATED TO INFRACTION PENALTIES UNDER ARTICLE III, REPEALING SECTION 35-169 RELATED TO WALKING ON THE LEFT HAND-SIDE OF A ROADWAY WHEN NO SIDEWALK IS PRESENT, ENACTING SECTION 35-170 RELATED TO INFRACTION PENALTIES UNDER ARTICLE VIII, AND PROVIDING AN EFFECTIVE DATE.

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

IDAHO:

SECTION 1: Lewiston City Code § 8-3 is hereby amended as follows:

Sec. 8-3. Excessive noise from animals prohibited.

No owner or custodian shall permit any animal to cause excessive noise of such a type, volume, or duration as to disturb the sleep, peace, quiet, comfort, or repose of any person or residential neighborhood. ~~A violation of this section shall be a civil infraction and shall be punishable by a fine not to exceed the sum of one hundred dollars (\$100.00). In lieu of a court appearance, any person charged with having committed a civil infraction prohibited by this section may forfeit to the Nez Perce County Court a penalty in the sum of one hundred dollars (\$100.00).~~

SECTION 2: Lewiston City Code § 8-31 is hereby amended as follows:

Sec. 8-31. Dogs at large.

(1) It shall be unlawful for any person to cause, permit, or allow a dog or dogs, owned, harbored, controlled, or kept by him or her, to roam, run, or stray away from the premises in which the dog or dogs are owned, harbored, controlled, or kept, except where the dog or dogs are secured by a leash. A leash shall not be required for a dog that is securely confined in any vehicle. Every female dog in heat shall be confined in a building or secure enclosure in such a manner that such female dog cannot come in contact with another dog except for planned breeding. Any person who violates this provision shall be deemed to have committed an civil infraction and shall be ~~subject to a fine of~~ forty-five dollars (\$45) fifty dollars (\$50).

(2) In the event a dog exhibits aggressive behavior while at large, as described in subsection (1) of this section, then the owner, custodian, or keeper of said dog shall be deemed to have committed an civil infraction and shall be ~~subject to a fine of~~ one hundred dollars (\$100.00).

SECTION 3: Lewiston City Code § 8-43 is hereby amended as follows:

Sec. 8-43. Offenses; ~~civil infractions and misdemeanors~~; penalties.

(a) Any person or entity that violates the provisions of sections:

- 8-2, Running at large;
- 8-3, Excessive noise from animals;
- 8-7, Driving herds through city;
- ~~8-27~~ 8-23, Dog license required;
- 8-28, License tag – Prohibited acts;
- 8-29, License tag – Transfer of ownership;
- 8-32(1) – (5), Acts prohibited;

shall be deemed to have committed an ~~civil~~ infraction and for each violation shall be fined ~~forty-five dollars (\$45)~~ fifty dollars (\$50). ~~In lieu of a court appearance, any person or entity charged with having committed a civil infraction prohibited by the provisions set forth in this subsection may forfeit to the Nez Perce County Court a penalty in the sum of forty-five dollars (\$45).~~

(b) The violation by any person or entity of the following sections shall be a misdemeanor, punishable by a fine not to exceed one thousand dollars (\$1,000) ~~three hundred dollars (\$300.00)~~, or imprisonment for not to exceed six (6) months, or both such fine and imprisonment:

- 8-12, Wild or dangerous animals;
- 8-33, Prohibited acts;
- 8-34, Kennel license required;
- 8-36, Interference with impoundment;
- 8-47(a), Other acts prohibited;
- 8-47(b), Abandonment of animal.

	Minimum	Maximum
First offense	\$150.00	\$300.00
Second offense	200.00	300.00
Third offense	250.00	300.00
Fourth and subsequent offenses	300.00	300.00

SECTION 4: Lewiston City Code § 35-4 is hereby amended as follows:

Sec. 35-4. Obedience to police.

No person shall willfully fail or refuse to comply with any lawful order or direction of any police officer. Any person who violates or fails to comply with the provisions of this section shall be guilty of a misdemeanor, punishable by a fine not exceeding one thousand dollars (\$1,000.00) or imprisonment in the county jail for a term not exceeding six (6) months, or both such fine and imprisonment.

SECTION 5: Lewiston City Code § 35-20 is hereby amended as follows:

Sec. 35-20. Operation of heavy vehicles, etc., on paved streets.

No person shall run or cause to be run any traction engine, road roller, ~~or~~ roadmaking machine, or any other heavy vehicle of a similar character upon, along, or across any paved street or bridge in the city without first having removed from the wheels thereof any and all ice or mud lugs and any and all blunt, sharp, or pointed lugs of any description whatsoever, which may be fixed or attached to such wheels. If impossible to remove such lugs, it shall be the duty of the person running or operating such vehicle to place or cause to be placed along or beneath the wheels thereof, when crossing any pavement in the city, planks of at least three (3) inches in thickness, sufficient in width and length to protect the pavement and prevent injury thereto. Any person who shall run any such vehicle, as above described, over, upon, or across any paved street, except in the manner herein provided, shall be liable to the city for all damages which may result ~~to~~ in paving by reason thereof, which damage, together with costs, shall be recoverable of and from the owner or any such person running or operating the same, ~~in addition to the penalties provided in this Code.~~ Any person who violates or fails to comply with the provisions of this section shall be guilty of a misdemeanor, punishable by a fine not exceeding one thousand dollars (\$1,000.00) or imprisonment in the county jail for a term not exceeding six (6) months, or both such fine and imprisonment.

SECTION 6: Lewiston City Code § 35-23 is hereby enacted as follows:

Sec. 35-23. Debris in handicapped parking spaces.

It shall be unlawful for any person who owns, leases, or is in control of property where handicapped parking spaces are designated to allow any debris, merchandise, shopping carts, or other items to accumulate so as to make a handicapped parking space unusable.

SECTION 7: Lewiston City Code § 35-24 is hereby enacted as follows:

Sec. 35-24. Infraction penalties.

Unless otherwise specified, any person who violates or fails to comply with any of the provisions of this article shall be deemed to have committed an infraction and shall be fined fifty dollars (\$50).

SECTION 8: Lewiston City Code § 35-49 is hereby amended as follows:

Sec. 35-49. Traffic signs—Injury, removal, destruction, etc.

No person shall maliciously remove or injure any public traffic sign erected upon any street or any inscription on same, deface the same in writing or in any other manner or remove any light placed upon a disabled vehicle or upon an obstruction or defect

in the highway. Any person who violates or fails to comply with the provisions of this section shall be guilty of a misdemeanor, punishable by a fine not exceeding one thousand dollars (\$1,000.00) or imprisonment in the county jail for a term not exceeding six (6) months, or both such fine and imprisonment.

SECTION 9: Lewiston City Code § 35-54 is hereby enacted as follows:

Sec. 35-54. Infraction Penalties.

Unless otherwise specified, any person who violates or fails to comply with any of the provisions of this article shall be deemed to have committed an infraction and shall be fined fifty dollars (\$50).

SECTION 10: Lewiston City Code § 35-66 is hereby amended as follows:

Sec. 35-66. Stopping, standing or parking prohibited in specified places.

Except when necessary to avoid conflict with other traffic or in compliance with law or directions of a police officer or official traffic control device, no person shall:

...

(7) Park, stop or stand a vehicle, whether occupied or not, in a designated handicapped parking space, marked and signed, in conformance with section 37-148 of this Code or Idaho Code § 49-213, unless a disabled occupant displays, on the vehicle, a special license plate or a special card for a person with a disability as provided for in Idaho Code § 49-410. Violations of this subsection shall be punishable as provided in Idaho Code § 49-213. Vehicles parked in violation of this section may be towed under the discretion of a Lewiston police officer. ~~Further, it shall be unlawful for any person who owns, leases or is in control of property where handicapped parking spaces are designated to allow any debris, merchandise, shopping carts or other items to accumulate so as to make a handicapped parking space unusable.~~

SECTION 11: Lewiston City Code § 35-81 is hereby amended as follows:

Sec. 35-81. Parking violation notice and procedures.

The police department shall have authority to issue parking violation notices.

(1) The notice shall state the amount of the required payment, instructing the owner or operator of such vehicle to make payment to the city treasurer's office. The violation notices shall be numbered consecutively, shall state the time, date and location that the violation notice was issued, the name of the issuing officer, the number of the city code section which has been violated, a brief description of the violation and the make and license number of the vehicle. The violation notice shall be affixed to the vehicle that has been improperly parked, stopped, or left standing. If the vehicle is a vehicle meant to be towed, such as a house trailer, tent trailer, utility trailer, travel trailer, boat, or snowmobile, then the violation notice shall be affixed to said vehicle and either hand-delivered to the record owner thereof or mailed to the last-known address of the record owner as appears on the vehicle registration records of the state of Idaho. Each person violating the provisions of this article shall make payment to the city treasurer's office within thirty (30) calendar days of the date the parking violation notice was

issued. The payment required for each notice of improper parking in violation of the provisions of this article shall be as follows:

For any violation of division 2, except section ~~35-66(7): 35-66(2)(o): Ten dollars (\$10.00)~~ Twenty-five dollars (\$25);

~~For any violation of section 35-66(2)(o): Twenty-five dollars (\$25.00);~~

For any violation of division 3 or division 4: Twenty-five dollars (\$25); and ~~Ten dollars (\$10.00);~~

~~For any violation of division 4: Fifteen dollars (\$15.00);~~

For any violation of the Normal Hill Residential Parking Program as adopted by Resolution 2006-53 or any other neighborhood or residential parking program authorized by the city council: Fifty dollars (\$50.00).

(2) The failure of any operator or owner to make such payments to the city treasurer's office within the time prescribed above shall render the operator thereof subject to the penalties as provided by sections ~~35-82 and~~ 35-84 of this Code.

(3) ~~All payments for violations as provided above shall be doubled if not paid within thirty (30) calendar days of the date the parking violation notice was issued. All~~ payments for violations shall be paid within thirty (30) calendar days of the date the parking violation notice was issued. The city may attempt to recover any unpaid amounts through city bill collection procedures.

(4) If any vehicle is found stopped, standing, or parked in any manner ~~violative in~~ violation of the provisions of this article and the identity of the driver of the vehicle cannot be determined, the owner or person or corporation in whose name said vehicle is registered or the named lessee in a rental or lease agreement of said vehicle shall be held as prima facie responsible evidence for responsibility for ~~of~~ said violation.

SECTION 12: Lewiston City Code § 35-82 is hereby amended as follows:

Sec. 35-82. Infraction penalties.

Any person who shall violate or fail to comply with any of the provisions of this article, or who shall counsel, aid, or abet any such violation or failure to comply, shall be deemed guilty of an infraction and ~~subject to the issuance of an infraction citation in the magistrate's court of the second judicial district and~~ shall be punished by a fine of fifty dollars (\$50). ~~not to exceed one hundred dollars (\$100.00).~~

SECTION 13: Lewiston City Code § 35-107 is hereby amended as follows:

Sec. 35-107. Deviation from truck route—Infraction.

~~It is hereby declared to be an infraction for a~~ No truck as defined in section 35-99 of this Code is authorized to travel on or traverse over a route not identified in section 35-100 of this Code ~~as a truck route~~ or for a truck to travel on or traverse Main Street

between Fifth Street and Ninth Street. Any person who violates or fails to comply with this section shall be deemed to have committed an infraction and shall be subject to a fine of fifty dollars (\$50).

SECTION 14: Lewiston City Code § 35-146 is hereby amended as follows:

Sec. 35-146. Penalty.

Any person who violates or fails to comply with any of the provisions of violation of sections 35-143 and 35-145 of this division shall be deemed to have committed an infraction and shall be subject to a fine of fifty dollars (\$50). shall be an infraction as defined by Idaho Code § 18-111 and shall be punishable by a civil penalty not exceeding one hundred dollars (\$100.00).

SECTION 15: Lewiston City Code § 35-169, “Walking on left where no sidewalk provided,” is hereby repealed and reserved in its entirety.

SECTION 16: Lewiston City Code § 35-170 is hereby enacted as follows:

Sec. 35-170. Infraction penalties.

Unless otherwise specified, any person who violates or fails to comply with any of the provisions of this article shall be deemed to have committed an infraction and shall be fined fifty dollars (\$50).

SECTION 17: This ordinance shall take effect and be in full force on January 1, 2024.

PASSED this _____ day of _____ 2023.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

Tanya M. Brocke, City Clerk



CITY COUNCIL MEETING AGENDA ITEM HISTORY/COMMENTARY

ITEM TITLE ORDINANCE 4887	AGENDA NO. VI.D.1.c. AGENDA DATE: September 25, 2023
ITEM HISTORY (PREVIOUS COUNCIL REVIEWS, ACTION RELATED TO THIS ITEM, OTHER PERTINENT HISTORY) This Ordinance had not previously come before Council.	
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. Vegetation has and will continue to be a challenge for staff to manage. This ordinance will amend the City Code and assist staff in the sense that it places the responsibility of maintenance on the abutting property owner. In the event that property owners do not take the necessary action, staff will have the tools necessary to remediate the nuisance and hold the property owner accountable. This accountability places the burden of the expense on the responsible property owner and not the residents of the City of Lewiston.	
BUDGET IMPACT This is not anticipated to have a budgetary impact.	
ACTION PROPOSED Staff Proposes Council Approve Ordinance 4887.	

CITY ORDINANCE NO. 4887

AN ORDINANCE OF THE CITY OF LEWISTON AMENDING DEFINITIONS IN SECTIONS 26-40 AND 31-2 OF THE LEWISTON CITY CODE; AMENDING SECTION 31-33 TO REQUIRE PROPERTY OWNERS TO KEEP SIDEWALKS ABUTTING THEIR PROPERTY FREE AND CLEAR OF ENCROACHMENTS FROM TREES AND SHRUBS; AMENDING VARIOUS SECTIONS IN ARTICLE II OF CHAPTER 35.5 RELATED TO THE ENCROACHMENT AND ABATEMENT OF TREES AND SHRUBS IN PUBLIC RIGHTS-OF-WAY; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1: Lewiston City Code § 26-40 is hereby amended as follows:

Sec. 26-40. Definitions.

For the purposes of this article, the following words shall have the following meanings:

...

Public right-of-way: ~~Improved or unimproved public property dedicated or deeded to the city for the purpose of providing vehicular, pedestrian and public use. The same as defined in section 31-2 of this code.~~

...

Street tree: Any tree, shrub, bush, or other woody vegetation whose critical root zone is located on or encroaches into any public right-of-way or whose branches overhang any public right-of-way owned or managed by the city, or an adjacent property owner.

...

Trees: ~~Any plant materials which at maturity would exceed a height of more than thirty (30) inches. The same as defined in section 43-1 of this code.~~

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

Sec. 31-2. Definitions.

...

Public right-of-way or Right-of-way means ~~any land dedicated and open to the public and under the jurisdiction of the city.~~ any improved or unimproved public property owned by, dedicated to, or deeded to the public or the public's use for the purpose of providing vehicular, pedestrian, and other public use. Such public property includes, but is not limited to, streets, alleys, sidewalks, and public easements.

...

SECTION 3: Lewiston City Code § 31-33 is hereby amended as follows:

Sec. 31-33. Sidewalks to be kept clear of snow, leaves, debris.

The owner, occupant, lessor or agent of any real property abutting upon any sidewalk shall keep the sidewalk ~~in front of such~~ abutting such property free and clear from snow, wood, leaves, weeds, litter, debris or other obstructions or impediments of whatsoever kind except as provided for in sections 6-22 through 6-29 and 31-74 and 31-75 of this code.

SECTION 4: Lewiston City Code Section § 35.5-17 is hereby amended as follows:

Sec. 35.5-17. Definitions.

~~For the purposes of this chapter, the term “owner” shall include every person, including lessees, agents and representatives, in possession, charge, custody or control of any real property within the city of Lewiston. “Director” means the public works director of the city of Lewiston or his designated employees.~~

As used in this chapter, the following terms shall have the meanings set forth in this section:

City means the city of Lewiston, Idaho.

Director means the city public works director or designee.

Nuisance tree or shrub means any woody perennial plant that is allowed to grow in such a manner as to obscure any traffic visibility or traffic sign, or encroach into a public right-of-way, in such a manner as to create a hazard to those using the public right-of-way, or the existence of any dead or dying tree or shrub that creates a hazard to public safety or public property.

Owner shall include every person, including lessees, agents, and representatives, in possession, charge, custody, or control of any real property located within the city.

Public right-of-way means the same as defined in section 31-2 of this code.

Shrub means a woody perennial plant, branched at or near the base, and that at maturity is expected to grow less than fifteen feet (15') in height.

Street means the same as defined in section 31-2 of this code.

Tree means the same as defined in section 43-1 of this code.

Vegetation means the same as defined in section 43-1 of this code.

SECTION 5: Lewiston City Code Section § 35.5-18 is hereby amended as follows:

Sec. 35.5-18. ~~Trimming at property owner's expense~~Trees and shrubs overhanging or encroaching public right-of-way; specifications.

~~All brush, landscaping and trees, including dead trees and branches or limbs thereof, which are in, adjacent to or overhang the public right of way of any street, roadway, alley, sidewalk, or other public right of way, shall be kept trimmed by the owner of the adjacent property, at the owner's expense, in a neat and orderly manner, all pursuant to the authority provided in section 31-33 of this code.~~

(a) Any owner, occupant, or person in control of real property, upon which a tree or shrub is growing, shall remove or trim, at their own expense, all limbs or foliage that overhang or project into any public right-of-way, including streets, sidewalks, alleys, or easement areas, or which interfere with public travel or use of such public right-of-way, or which do not satisfy the requirements of the clear vision area and related regulations of this code.

(b) The director shall have the right to remove or trim all limbs or foliage of trees or shrubs, at the owner's expense, which overhang, project into, or otherwise encroach upon and interfere with public travel or use of such public right-of-way, or that do not satisfy the requirements of the clear vision area in violation of this chapter. The director shall have the right to trim, maintain, and remove trees or shrubs, at the owner's expense, within the lines of all streets, alleys, avenues, lanes, squares, and public grounds, as may be necessary to ensure public safety and welfare or to preserve the public's ability to travel through such public rights-of-way.

SECTION 6: Lewiston City Code Section 35.5-19 is hereby enacted as follows:

Sec. 35.5-19. Public nuisance declared.

Whenever the director shall determine that conditions in violation of section 35.5-18 of this chapter exist, or that any tree or shrub located within, projecting into, or overhanging any public right-of-way is top-heavy, split, shattered, broken, dead, or diseased so as to require removal for the protection of the public's safety and welfare, he may declare a public nuisance in accordance with the provisions of article III of chapter 43 of this code.

SECTION 7: Lewiston City Code Section § 35.5-20 is hereby amended as follows:

Sec. 35.5-20. Notice to property owner to correct condition; abatement by city at cost of owner; levy of special assessment for nonpayment.

(a) Whenever the director shall determine that conditions in violation of section 35.5-18 of this article exist, ~~or that any tree located within or overhanging any public right-of-way is top-heavy, split, shattered, broken, dead or diseased so as to require removal for the protection of the public safety,~~ he shall cause written notice to be served delivered upon the owner(s), occupant(s), or person(s) in control of the abutting property to correct such condition or to remove said tree or shrub within fifteen (15) calendar days. ~~Service of notice in person or by mail to the person in whose name the property stands according to the records of the assessor of Nez Perce County shall be sufficient service.~~ Said written notice may be delivered to the owner of the abutting property, as such ownership is shown on the last property tax assessment rolls of Nez Perce County, Idaho, by personal delivery to the owner, occupant, or person in control

of the property, by United States mail, by hand delivery, by posting in a conspicuous place upon the premises, or by other delivery methods reasonably calculated to give notice to the owner, occupant, or person in control of the property. If the required work is not substantially completed within said fifteen (15) days or within such extension of time as the director, in the reasonable exercise of his discretion, may allow, then the director may cause the work to be performed and the cost thereof to be assessed against the owner of the abutting property.

(b) Monies which have not been recovered through the city bill collection procedures may result in the levy of a special assessment against the property pursuant to Idaho Code §§ 50-317, 50-334, and 50-1008 and/or any subsequently adopted or otherwise applicable laws. If full payment to the city is not made within thirty (30) calendar days after mailing of the billing statement, then such special assessment may be declared delinquent and certified to the tax collector of Nez Perce County, Idaho by the city clerk not later than August 1st of each year. Upon such certification, such special assessment shall be placed upon the tax roll and collected in the same manner and subject to the same penalties as other city taxes. Said cost shall be a lien against the abutting property, fileable within the time and enforceable in the manner provided for liens of laborers and materialmen under the laws of the state of Idaho.

SECTION 8: Lewiston City Code Section § 35.5-21 is hereby amended as follows:

Sec. 35.5-21. Emergency removal due to immediate danger; cost to be incurred by property owner.

Nothing contained in the foregoing sections of this article shall prevent the city from removing any tree, shrub, brush or landscaping, or portions of trees, shrubs, brush or landscaping in or overhanging any public right-of-way without notice to the owner of the abutting property where, in the sound discretion of the director or designee, there exists an immediate danger to life or property due to the condition of said trees, shrub, brush or landscaping or for the necessary operation of a fire hydrant. Such action shall not relieve the owner, occupant, or person in control of the abutting property from responsibility for the costs of removal, which costs shall be a lien on the abutting property enforceable in the manner set forth in section 35.5-20 of this article.

...

SECTION 9: This ordinance shall take effect and be in full force from and after its passage and publication.

Signature page to follow

PASSED this _____ day of _____ 2023.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

_____, City Clerk



CITY COUNCIL MEETING AGENDA ITEM HISTORY/COMMENTARY

ITEM TITLE ORDINANCE 4899	AGENDA NO. VI.D.1.d. AGENDA DATE: September 25, 2023
ITEM HISTORY (PREVIOUS COUNCIL REVIEWS, ACTION RELATED TO THIS ITEM, OTHER PERTINENT HISTORY) This item had not been before Council previously.	
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 City of Lewiston's existing traffic impact analysis requirements require every development to individually evaluate their impacts to the local street network. This method is inefficient, delays projects, and is ambiguous and frustrating for both the City staff and the developers. It rarely produces meaningful mitigation equal to the impacts created. The City of Lewiston's Public Works Department aims to develop a city wide traffic mitigation fee program to enable the City to manage development driven traffic impact mitigation more efficiently and effectively. This will allow the City to plan citywide improvements to address traffic demand driven by increased development. This program will allow for comprehensive improvements because multiple mitigations will participate on a common solution and development schedules will not be delayed by the process. In order to create a traffic impact fee, a Development Impact Fee Advisory Committee (DIFAC) is required by State Law to identify the reasonable contributions that private development can make towards community infrastructure; prioritize roadway and intersection improvements; refine municipal code; and provide a voice of support for the action. This program will be developed in compliance with Idaho State Code Title 67 Chapter 82 for Development Impact Fee.	
BUDGET IMPACT Potential Revenue Source	
ACTION PROPOSED Staff Proposes Council Approve Ordinance 4899.	

CITY ORDINANCE NO. 4899

AN ORDINANCE OF THE CITY OF LEWISTON AMENDING VARIOUS SECTIONS IN CHAPTER 2 OF THE LEWISTON CITY CODE PERTAINING TO THE CREATION, MEMBERSHIP, AND POWERS AND DUTIES OF THE DEVELOPMENT IMPACT FEE ADVISORY COMMITTEE; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1: Lewiston City Code § 2-41(a) is hereby amended as follows:

Sec. 2-41. Advisory boards, commissions, and committees created.

(a) *Creation of city advisory boards, commissions, and committees.* There are hereby established and created the following permanent advisory boards, commissions and committees of the City of Lewiston (hereinafter referred to as “advisory boards and commissions”):

...

(12) Development impact fee advisory committee.

...

SECTION 2: Lewiston City Code § 2-42(c) is hereby amended as follows:

Sec. 2-42. Terms, appointment, membership, vacancies, and reappointments.

(c) *Membership.* Unless otherwise provided by law or elsewhere in this section or code, each advisory board and commission shall choose whether to have five (5), seven (7), or nine (9) members.

...

(4) Development impact fee advisory committee. Members of the development impact fee advisory committee shall meet the requirements set forth in Idaho Code § 67-8205, as may be amended from time-to-time.

...

SECTION 3: Lewiston City Code § 2-49 is hereby amended as follows:

Sec. 2-49. Powers and duties.

...

(1) Development impact fee advisory committee. The development impact fee advisory committee shall serve in an advisory capacity and shall have the powers and duties set forth in Idaho Code Title 67, Chapter 82, as may be amended from time-to-time.

SECTION 4: 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:

Tanya M. Brocke, City Clerk



CITY COUNCIL MEETING AGENDA ITEM HISTORY/COMMENTARY

ITEM TITLE ORDINANCE 4898	AGENDA NO. VI.D.1.e. AGENDA DATE: September 25, 2023
ITEM HISTORY (PREVIOUS COUNCIL REVIEWS, ACTION RELATED TO THIS ITEM, OTHER PERTINENT HISTORY) On August 14, 2023, Resolution 2023-41 ("Public Works Other Fees") underwent a public hearing and was presented to City Council with the accompanying "City Council Meeting Agenda Item History/Commentary" sheet stating that a separate ordinance to amend Chapter of the Lewiston City Code to specifically reference when a general encroachment permit and the associated encroachment permit fee are required was being assembled and shall be brought to City Council for consideration before the October 1, 2023 effective date of Resolution 2023-41. This amendment to Lewiston City Code is before you now.	
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. Resolution 2023-41 ("Public Works Other Fees") was approved by City Council on August 14, 2023. This rate resolution included the new "Encroachment Permit Fee" and is dependent on an amendment to City Code to directly authorize and reference this fee in City Code. City Council has already approved this fee with the approval of Resolution 2023-41 but Ordinance 4898 would need to be approved before this fee could be collected.	
BUDGET IMPACT Resolution 2023-41 ("Public Works Other Fees") was approved by City Council on August 14, 2023 with an effective date of October 1, 2023. Revenue generated from the fees outlined in Resolution 2023-41 is collected into the Transportation Fund which is specifically designated for expenses related to transportation needs such as Street Maintenance, Engineering, Construction Management, and Geographic Information System (GIS) services.	
ACTION PROPOSED Staff recommends that City Council approves the first reading of Ordinance No. 4898.	

CITY ORDINANCE NO. 4898

AN ORDINANCE OF THE CITY OF LEWISTON AMENDING SECTION 31-75(1) OF THE LEWISTON CITY CODE RELATED TO ENCROACHMENT PERMITS AND THE ASSOCIATED FEE, AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1: Lewiston City Code § 31-75(1) is hereby amended as follows:

Sec. 31-75. Permanent and semi-permanent encroachments in the right-of-way.

Permanent encroachments in the right-of-way are hereby prohibited.

(1) A semi-permanent encroachment may be approved by the public works director upon application for an encroachment permit, along with the required fee for an encroachment permit, as set by resolution of the city council and as may be amended from time-to-time, provided the encroachment; conforms to the following requirements:

- a. After placement of the encroachment, there remains eight (8) feet of unobstructed sidewalk in commercial districts and four (4) feet in residential and industrial districts;
- b. The encroachment is not within the clear vision area as defined in Lewiston City Code section 31-2 nor blocks any traffic control device; and
- c. The encroachment does not pose any type of safety hazard because of wind, electrical cords, or similar uses.

...

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

PASSED this _____ day of _____ 2023.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

_____, City Clerk



CITY COUNCIL MEETING AGENDA ITEM HISTORY/COMMENTARY

ITEM TITLE ORDINANCE 4900	AGENDA NO. VI.D.2.a. AGENDA DATE: September 25, 2023
ITEM HISTORY (PREVIOUS COUNCIL REVIEWS, ACTION RELATED TO THIS ITEM, OTHER PERTINENT HISTORY) Ordinance No. 4871 was adopted by the City Council on December 20, 2022. It contained a sunset clause and, thus, expired on March 20, 2023—the first day of spring. Ordinance No. 4871 primarily excluded from the definition of homeless shelter a temporary facility primarily intended to provide a warming space for homeless persons from the first day of winter until the first day of spring during times of extreme weather when forecasted temperatures typically drop below thirty-two (32) degrees. On September 11, 2023, the City Council directed staff to draft Ordinance No. 4900 for subsequent consideration.	
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. Like Ordinance No. 4871, Ordinance No. 4900 clarifies in the definition of homeless shelter (located in Lewiston City Code § 42-1(b)) that a homeless shelter is located within a building or buildings. Ordinance No. 4900 also excludes from the definition of homeless shelter a temporary facility, which includes a structure or structures intended and designed to be portable and for temporary or transient use, such as a tent or tents, and associated, ancillary equipment and facilities, such as heating units and portable toilets, that is primarily intended to provide a warming space for homeless persons <u>from October 1 through April 15</u> during times of extreme weather when forecasted temperatures typically drop below thirty-two (32) degrees. Ordinance No. 4900 further clarifies that such temporary warming facilities are not a land use subject to the provisions in Chapter 37 of the Lewiston City Code (Zoning Code). Thus, such temporary warming facilities would not be subject to the conditional use permit process required for homeless shelters. However, all other applicable City Codes, including all International Codes adopted by the City, such as the International Fire Code and International Building Code, would continue to apply to such temporary warming facilities. The City's administrative, building permit process would address any such requirements.	

Ordinance No. 4900 contains a sunset clause, so Ordinance No. 4900 would expire as of April 15, 2024.

BUDGET IMPACT

ACTION PROPOSED

Ordinance No. 4900 is on the agenda for the first, second, and third readings and adoption. If adopted, Ordinance No. 4900 will become effective upon publication of the ordinance summary in the Lewiston Tribune.

CITY ORDINANCE NO. 4900

AN ORDINANCE OF THE CITY OF LEWISTON AMENDING SECTION 42-1(b) OF THE LEWISTON CITY CODE TO EXCLUDE FROM THE DEFINITION OF HOMELESS SHELTER CERTAIN TEMPORARY WARMING FACILITIES, AND PROVIDING AN EFFECTIVE DATE AND EXPIRATION DATE.

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

SECTION 1: Lewiston City Code § 42-1(b) is hereby amended as follows:

Sec. 42-1. Definitions.

...

(b) *Homeless shelter* means a privately or publicly operated facility, the primary purpose of which is to provide overnight accommodation free of monetary charge to homeless persons within a building or buildings at a fixed location. Such facility may be overnight use only or a twenty-four (24) hour operation. Such facility may also provide support services, such as food, hygiene, laundry, counseling, job training, and referrals to other social service agencies. *Homeless shelter* shall not include medical facilities licensed by the state of Idaho as a hospital (Idaho Code, Section 39-1301(a)), nursing facility (Idaho Code, Section 39-1301(b)), intermediate care facility (Idaho Code, Section 39-1301(c)), behavioral health service (Idaho Code, Section 39-3122(1)), behavioral health community crisis center (Idaho Code, Section 39-9103(2)), Idaho certified family homes (Idaho Code, Section 39-3502(8)), health facilities (Idaho Code, Section 39-1402(d)), or approved private or public treatment facilities (Idaho Code, Section 39-302(3), (4)). *Homeless shelter* shall also not include safe houses for domestic violence victims. Further, *homeless shelter* shall not include a temporary facility, which includes a structure or structures intended and designed to be portable and for temporary or transient use, such as a tent or tents, and associated, ancillary equipment and facilities, such as heating units and portable toilets, that is primarily intended to provide a warming space for homeless persons from October 1 through April 15 during times of extreme weather when forecasted temperatures typically drop below thirty-two (32) degrees. Such a facility shall not be considered a land use, as defined in chapter 37 of this code, and shall not be subject to the provisions therein; provided, however, that all other applicable city codes, including international codes adopted by the city, shall continue to apply.

SECTION 2: This ordinance shall take effect and be in full force from and after its passage and publication and shall expire as of April 15, 2024.

PASSED this _____ day of _____, 2023.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

Tanya M. Brocke, City Clerk

**CITY OF LEWISTON
SUMMARY OF ORDINANCE NO. 4900**

ORDINANCE NO. 4900: AN ORDINANCE OF THE CITY OF LEWISTON AMENDING SECTION 42-1(b) OF THE LEWISTON CITY CODE TO EXCLUDE FROM THE DEFINITION OF HOMELESS SHELTER CERTAIN TEMPORARY WARMING FACILITIES, AND PROVIDING AN EFFECTIVE DATE AND EXPIRATION DATE.

Section 1 amends Lewiston City Code § 42-1(b) to: (1) clarify in the definition of homeless shelter that a homeless shelter is located within a building or buildings; (2) exclude from the definition of homeless shelter a temporary facility, which includes a structure or structures intended and designed to be portable and for temporary or transient use, such as a tent or tents, and associated, ancillary equipment and facilities, such as heating units and portable toilets, that is primarily intended to provide a warming space for homeless persons from October 1 through April 15 during times of extreme weather when forecasted temperatures typically drop below thirty-two (32) degrees; and (3) clarify that such a temporary facility is not a land use subject to Chapter 37 of the Lewiston City Code (Zoning Code), but still subject to all other applicable City Codes. Section 2 provides an effective date, as well as an expiration date of April 15, 2024.

Ordinance No. 4900 is effective upon passage and publication.

CITY OF LEWISTON

By: Daniel G. Johnson
Mayor

Attest: Tanya M. Brocke
City Clerk

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

I, KAYLA HERMANN, City Attorney, reviewed the foregoing Summary of Ordinance No. 4900. 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