



Lewiston Urban Renewal Agency
REGULAR MEETING
AMENDED AGENDA
October 10, 2023 - 12:00 PM
Lewiston City Hall – Back Conference Room – 1134 F Street
Lewiston, Idaho 83501

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

I. CALL TO ORDER

II. CITIZEN COMMENTS

An opportunity for citizens to address the Agency. Citizens are asked to limit their time to three (3) minutes each. Comments and questions can be made by: 1) attending in-person; 2) emailing comments and questions prior to the start of the meeting to sgrow@cityoflewiston.org or dortiz@cityoflewiston.org; 3) mailing written comments prior to the start of the meeting to Shannon Grow, PO Box 617, Lewiston ID 83501; or 4) calling 208-746-1318 x 7265 and leaving a message. Your comments will then be forwarded to the Agency.

III. CORRECTIONS OR ADDITIONS TO AGENDA - Action Item

IV. ACTIVE AGENDA

A. APPROVAL OF MINUTES, SEPTEMBER 12, 2023 - ACTION ITEM

B. APPROVAL OF INVOICES

1. CITY OF LEWISTON, REIMBURSEMENT FOR EOS III COSTS, INV 2 \$21,277.65
: - Action Item ()

2. ELAM & BURKE, INVOICE 204164, \$25.00
: - Action Item ()

C. REVIEW OF FINANCIAL SUMMARY, SEPTEMBER 2023 - INFORMATION ITEM

D. ENGAGEMENT AGREEMENT FOR LEGAL SERVICES WITH O'SULLIVAN LEGAL PLLC - ACTION ITEM

V. UNFINISHED & NEW BUSINESS

A. DOWNTOWN URA REVIEW

B. BOARD MEMBER COMMENTS

C. STAFF COMMENTS

VI. 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 Community Development Specialist Dawn Ortiz at least forty-eight (48) hours in advance of the meeting at 208-746-1318, ext. 7265.

September 12, 2023

THE URBAN RENEWAL AGENCY BOARD OF THE CITY OF LEWISTON, IDAHO, met in a regular meeting Tuesday, September 12, 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; Joe Gish; Jim Kleeburg;

BOARD MEMBERS EXCUSED: A.L. "Butch" Alford; Tim Switzer;

STAFF MEMBERS PRESENT: Shannon Grow, URA Director; Katie Hollingshead, Assistant URA Director; Dustin Johnson, Public Works Director, Aimee Gordon, Finance Director/City Treasurer;

OTHERS PRESENT: Barney Metz, General Manager Lewiston Orchards Irrigation District

II. CITIZEN COMMENTS

None.

III. CORRECTIONS OR ADDITIONS TO AGENDA

None.

IV. ACTIVE AGENDA (ACTIVE ITEM)

A. Approval of Minutes, August 8, 2023 – Action Item

Vice Chair Anderson and Board member Gish moved and seconded, respectively to approve the August 8, 2023 meeting minutes. Motion passed 5-0.

B. Approval of Invoices

1. City of Lewiston, Reimbursement for EOS III Costs, \$17,755.00

Board member Beck asked why the Bryden expense was not included. Director Grow stated that the City of Lewiston is not asking the URA to reimburse for that cost. Board member Beck stated that a copy of the check was included with the invoice. Director Grow stated that the City of Lewiston had already paid the bill in full. The invoice is just for the East Orchards Sewer reimbursement.

2. ICRMP, 2023/2024 Policy Premium, Inv. 18038-2024-1, \$1,086.00

Vice Chair Anderson asked for clarification about the ICRMP invoice and Director Grow stated that was the URA's insurance carrier.

Board member Beck and Vice Chair Anderson moved and seconded, respectively to approve invoices for City of Lewiston and ICRMP. Motion passed 5-0.

C. Review of Financial Summary, August 2023 – Information Item

Director Grow provided that the summary was as of August 31, 2023 and that one more summary would be provided for this fiscal year. The September summary will include the extra bond payment that the board chose to make.

D. Review of draft Engagement Letter with O'Sullivan Legal PLLC – Action Item

Director Grow reviewed the proposal from Thad O'Sullivan to provide legal services for the URA. The proposed rate is about twice that of the previous legal counsel. Mr. O'Sullivan does have experience with jurisdictions (currently counsel for City of Pullman) and airport authorities (Lewiston-Nez Perce County Airport). Director Grow reminded the board that they did not have to make a decision today, but this was an opportunity to ask questions and consider the proposal.

Board member Gish stated that he had had dealings with Mr. O'Sullivan both previous to being on the Airport Board and as a member of the Airport Board and finds Mr. O'Sullivan to be a straight shooter who gives sound legal advice and that he (Mr. Gish) would be very comfortable with having Mr. O'Sullivan serve as the URA legal counsel.

Chair Bond stated that she has also worked with Mr. O'Sullivan and has enjoyed working with him and finds him to be very knowledgeable.

Vice Chair Anderson asked if Mr. O'Sullivan worked for a URA in Pullman. Director Grow stated that Mr. O'Sullivan worked for the City of Pullman and that Pullman does not have an Urban Renewal Agency.

Board member Gish asked about the travel fee for Mr. O'Sullivan to attend meetings. Director Grow stated that the engagement letter states the travel fee is half of the normal hourly rate.

Vice Chair Anderson moved to direct staff to engage with Mr. O'Sullivan and clarify meeting attendance and agenda review expectations, Board member Beck provided the second. Motion passed 3-0-2 with Chair Bond and Board member Gish abstaining because of their working relationship with Mr. O'Sullivan on the Airport Board.

E. Bryden Avenue Project Presentation (Dustin Johnson, Public Works Director, City of Lewiston; Barney Metz, General Manager, LOID) – Information Item

Public Works Director, Dustin Johnson was introduced. Director Johnson reviewed the Phase I of the Bryden Avenue project. Surface Transportation Funds, provided through the Metropolitan Planning Organization (MPO) with the local match provided by the URA have been paying for the design work for the Bryden Avenue project. Design is almost complete for the 4th Street to 7th Street section. The updated estimates for construction are in the area of \$8.5 million, \$330,000 for inspection and \$84,000 for Idaho Transportation Department administration. This does not include the amount of right of way that will need to be purchased, which is currently estimated at \$3.8 million.

Director Grow reviewed that the revenue allocation area (RAA) for Bryden is from 4th Street to Thain, and that projects identified do include the street widening. The URA has an agreement with the Lewiston Orchards Irrigation District to split the cost of replacing water lines 50/50.

Director Grow also reviewed the amount of increment that the RAA is generating, and the amount of federal funding that is available and how long it would take for funds to accumulate.

Barney Metz, General Manager of Lewiston Orchards Irrigation District (LOID) was introduced. Mr. Metz stated that unfortunately there is not a way for LOID to do the amount of work on the water lines that is required while the City has the road opened up without satisfactory legal protections for the City. Mr. Metz reviewed that the reason for wanting to upgrade the water lines is to provide better water volume for fire protection and hydrant coverage. Mr. Metz stated that LOID does have other projects that are currently ahead of Bryden in LOID's project plan but that they can be flexible according to the City's schedule.

Director Grow asked if LOID ever contracted it's work out. Mr. Metz stated that his staff was small but mighty and was very efficient at installing water lines because they are well acquainted with the water system.

Vice Chair Anderson asked if fire flow water was potable or irrigation water. Mr. Metz stated that it can be either but the preferred method is to use irrigation water lines.

Board member Gish asked about the East Orchards Sewer project and how the URA installing new sewer lines impacted LOID's ability to serve water. Mr. Metz stated that LOID communicates frequently with the other entities, including the City to make sure that new development can be properly served by LOID.

Director Johnson let the board know that the city is in a holding pattern right now as they figure out funding and the construction timeline.

Board member Gish asked how big Bryden would be. Director Johnson said that it would be 5 lanes, 2 travel lanes in each direction and 1 turning lane.

F. EOS III: Review Mountain Water Works Design Documents; Possible direction on future projects – Action Item

Assistant Director Hollingshead presented a powerpoint to the board reviewing the four (4) goals set forth in the East Orchards Sewer Revenue Allocation Area and the amount of sewer trunk line and sewer taps that were completed in Phase I and Phase 2. She also reviewed private investment that has occurred since the installation of the sewer trunk line, including Skyview Estates, Lindsey Creek Estates Planned Unit Development and the Heimgartner subdivision.

Assistant Director Hollingshead reviewed each of the remaining segments in the plan and the number of existing dwellings that could possibly be serviced by sewer. Hollingshead then broke down the remaining years of the revenue allocation area by dollars of increment that would be accrued and estimated design and construction costs for each segment. Segments going north to south have fewer existing homes, but are smaller segments. West to east segments are approximately twice as long as the north to south segments and will most likely cost twice as much to build, there are more

existing houses on the west to east segments. Keeping the estimated increment at \$620,000 each year for the duration of the term of the RAA will not allow for all the segments to be built, the cost estimate is about 3 times the current projected revenue.

Hollingshead then showed maps demonstrating what a north to south segment design and construction plan would look like versus a west to east segment design and construction plan.

Vice Chair Anderson asked about a manufactured home park on the 2000 block of Powers. Assistant Director Hollingshead said that that park and the adjacent trailer park along 21st and Birch were on a separate Central Orchards Sewer District sewer system.

Board member Gish asked doing outreach to the various neighborhoods to see which property owners would be willing to connect to sewer and use that information to drive the direction that the board chooses to go. Hollingshead said the only problem with that idea is that a neighborhood could get all the property owners willing to connect, but if there isn't adjacent line already (speaking specifically about the most easterly segments) then additional segments have to be built before you can even get to some areas. Board member Gish also asked about as built for the existing septic systems. Hollingshead stated that the Health Department is in charge of the septic systems, so as built may or may not be available.

Assistant Director Hollingshead reviewed the options for the board moving forward. The board could choose to do nothing, pay off the bond, close the revenue allocation area. Hollingshead reviewed the option of doing a rock boring study as suggested by Joe Kaufman at the August meeting to help to map the rock for the entire area, which could provide helpful information about which segments are going to be easier and more feasible to construct. Director Grow mentioned that if the board wanted to move forward with finishing the design of segment 7, the city would be able to adjust the current contract with Mountain Water Works, which would be a cost savings, rather than not finishing the design now and doing it with another project phase. Vice Chair Anderson asked if there had been applications for development along segment 7. Director Grow stated that she had gotten one call from a property owner when the rock boring along segment 7 was being done. Assistant Director Hollingshead stated that the importance of segment 7 was less about the amount of development that might happen to the north, but more so that it provides the connection needed to construct a number of the more easterly segments.

Another option would be to continue to design each segment and do the rock boring with each individual design as the board has done on Phase I and Phase II.

Vice Chair Anderson asked about the importance of segments 17, 18, and 19 since there are so few houses. Hollingshead stated that there are 25 existing homes along those segments, but that those lines are needed in order to complete the west to east segments. The sewer flows west to east.

Board member Beck stated that he thought doing the rock boring study makes sense. It will provide information to help us move forward, right now we are guessing. Completing the rock boring study would let us know what we are looking at.

Board member Kleeburg left the meeting at 1:20.

Vice Chair Anderson moved to complete the rock boring study and complete the design of segment 7. Board member Beck provided the second. Motion passed 4-0.

V. UNFINISHED AND NEW BUISNESS

A. Board Member Comments -

Board member Gish said that he had presented with Director Grow at the City Council meeting on Monday. Board member Gish asked the board if the other members would be interested in having one board member do a deep dive on each of the RAA's and bring back information to each meetings. Board member Gish also complimented Director Grow for doing a really great job on the presentation to Council.

Board member Beck left the meeting at 1:25.

B. Staff Comments

Director Grow stated that she had presented to City Council the previous day and that it had went well. Director Grow reminded the board that she would be reviewing the Downtown RAA at the October meeting.

VI. ADJOURN (ACTION ITEM)

There being no further business, Board members Anderson and Gish moved and seconded, respectively, to adjourn. The motion carried 3-0 and the Urban Renewal Agency Board adjourned at approximately 1:26 p.m.

RESPECTFULLY SUBMITTED,

ATTEST:

KATIE HOLLINGSHEAD,
RECORDING SECRETARY

URBAN RENEWAL AGENCY CHAIR

Approved this _____ day of _____, 2023.



September 12, 2023

Shannon Grow
Urban Renewal Agency
Via Hand Delivery
Lewiston, ID 83501

RE: East Orchards Sewer Improvements Phase 3 – Inv 2 REVISED

Dear Shannon:

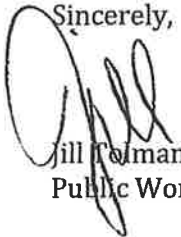
The City of Lewiston is requesting reimbursement Rev1, updates the Inv 2 sent to you on August 9, 2023, for consultant design services on the above-referenced project. This is the second reimbursement request in the amount of \$21,227.65 for additional expenses through July 25, 2023.

PO #	Payee / Vendor	Date	Amount Paid
22302199	HazTech	5/16/23	17,577
22301489	Merrick/MWW	8/15/23	3,650.65
Total			\$21,227.65

In support of this request, I have attached copies of the invoices and evidence of payment, please let me know if you would like me to submit that separately.

Please call me at (208)790-8803 or email jtolman@cityoflewiston.org if you have any questions or need additional information.

Sincerely,


Jill Tolman
Public Works

G:\Shared drives\Public Works CAPITAL\Wastewater\Wastewater Collections\WW061 East Orchards Sewer Expansion Phase 2\Financial\Submitted for Reimbursement to URA\Reimb 2 REV1 for Ph 3.docx

ecopy: Aimee Gordon, City Finance
Joe Kaufman, PE, Engineering Project Supervisor

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	INVOICE AMOUNT
05/16/2023	17523	WW061 EOS PHASE III - BORINGS PO #: 22302199 - WASTEWATER GL#:09-220-222-91180-	\$17,577.00 \$17,577.00
05/16/2023	17524	TR036 BRYDEN AVE RECON; STORMWATER PO #: 22302245 - TRANSPORTATION/ENGINEERING GL#:02-100-106-91110-	\$11,801.00 \$11,801.00

VENDOR NUMBER	VENDOR NAME	CHECK NUMBER	CHECK DATE	CHECK AMOUNT
5197	HAZ-TECH DRILLING INC	109480	06/01/2023	\$29,378.00



City of Lewiston
PO Box 617
Lewiston, ID 83501-0617
(208) 746-3671

Vendor Number	Check Number	Check Date
5197	109480	06/01/2023

\$29,378.00

Pay *Twenty-nine Thousand Three Hundred Seventy-eight Dollars and 00 Cents*

To the
Order Of HAZ-TECH DRILLING INC
1798 E PLAZA LOOP
NAMP, ID 83687-4939

**FILE COPY
NON-NEGOTIABLE**

HAZTECH Drilling, Inc.

Date: 5/16/2023



INVOICE DATE	INVOICE NUMBER	DESCRIPTION	INVOICE AMOUNT
07/31/2023	7351	WW061 FY2023 EAST ORCHARDS SEWER PH 3 DESIGN PO #: 22301489 - WASTEWATER GL#:09-220-222-91180-	\$3,650.65 \$3,650.65
06/30/2023	7304	SM008 HALL FORD-19TH AVE REHAB; PSA AMENDMENT PO #: 22302996 - TRANSPORTATION/ENGINEERING GL#:02-100-106-91110-	\$20,040.83 \$20,040.83
07/31/2023	7344	21.027 WR0600 ARPA DWNTNW MAIN REPLACEMENT-DESIGN PO #: 22203589 - WATER GL#:24-000-000-30040-	\$38,991.25 \$38,991.25
06/30/2023	7279	21.027 WR0600 ARPA DWNTNW MAIN REPLACEMENT-DESIGN PO #: 22203589 - WATER GL#:24-000-000-30040-	\$39,805.29 \$39,805.29

VENDOR NUMBER	VENDOR NAME	CHECK NUMBER	CHECK DATE	CHECK AMOUNT
5204	MERRICK & COMPANY	110613	08/17/2023	\$102,488.02



City of Lewiston
PO Box 617
Lewiston, ID 83501-0617
(208) 746-3671

Vendor Number	Check Number	Check Date
5204	110613	08/17/2023

\$102,488.02

Pay *One Hundred Two Thousand Four Hundred Eighty-eight Dollars and 02 Cents*

To the
Order Of MERRICK & COMPANY
5970 GREENWOOD PL BLVD
GREENWOOD VILLAGE, CO 80111-0000

**FILE COPY
NON-NEGOTIABLE**

Merrick & Co.

PO Box 9906
Boise, ID 83707-
Tel: 208-780-3990 Fax: 208-780-3980
Email: office@mountainwtr.com
Website: www.mountainwtr.com

RECEIVED**By Jill Tolman at 10:28 am, Aug 15, 2023**

PO 22301489 Contract \$157,678
Proj WW061 EOS PHASE 3
09-220-222-91180-Design
Approved by JK via verbal
8/15/23

City of Lewiston
P.O. Box 617
Lewiston, ID 835011930

Invoice**Invoice Date:** Jul 31, 2023**Invoice Num:** 7351**Billing Through:** Jul 25, 2023**East Orchards Sewer Project: Phase 3 (FY2023) - PO# 22301489 - 181.0270: - Managed by **rehder****

Project ID	Project Name	Contract Amount	% Comp.	Previously Billed	Amount Due
181.0270:TASK 01	EOS Project: Phase 3 (FY2023) - Design & Project Management Services	\$79,105.00	93.00	\$69,917.00	\$3,650.65

Total Amount Due: **\$3,650.65***This invoice is due on 8/30/2023*

251 E. Front Street, Suite 300
Boise, Idaho 83702
Tax ID No. 82-0451327
Telephone 208-343-5454
Fax 208-384-5844



August 31, 2023

Lewiston Urban Renewal Agency
c/o Shannon Grow
City of Lewiston
PO Box 617
Lewiston, ID 83501

Invoice No. 204164
Client No. 898
Matter No. 1
Billing Attorney: MSC

INVOICE SUMMARY

For Professional Services Rendered from August 3, 2023 through August 31, 2023.

RE: Special Counsel

Total Professional Services	\$ 25.00
Total Costs Advanced	<u>\$.00</u>
TOTAL THIS INVOICE	\$ 25.00

ELAM & BURKE

August 31, 2023

Invoice No. 204164

Client No. 898

Matter No. 1

Billing Attorney: MSC

PROFESSIONAL SERVICES

Date	Atty	Description	Hours
8/03/23	MSC	Draft email communication to Shannon Grow providing templates for requests for proposals.	.10

TOTAL PROFESSIONAL SERVICES

\$ 25.00

SUMMARY OF PROFESSIONAL SERVICES

Name	Staff Level	Rate	Billed Hours	Billed Amount	Non-Chargeable Hours	Non-Chargeable Amount
Conrad, Meghan S.	Shareholder	250.00	.10	25.00	.00	.00
Total			.10	\$ 25.00	.00	\$.00

TOTAL THIS INVOICE

\$ 25.00

251 E. Front Street, Suite 300
Boise, Idaho 83702
Tax ID No. 82-0451327
Telephone 208-343-5454
Fax 208-384-5844



August 31, 2023

Lewiston Urban Renewal Agency
c/o Shannon Grow
City of Lewiston
PO Box 617
Lewiston, ID 83501

Invoice No. 204164
Client No. 898
Matter No. 1
Billing Attorney: MSC

REMITTANCE

RE: Special Counsel

BALANCE DUE THIS INVOICE

\$ 25.00

ONLINE PAYMENTS

Elam & Burke is committed to offering safe, secure, and convenient options to pay your bill using Visa, MasterCard, Discover, American Express, Apple Pay, Google Pay, and eCheck.
NOTE: A 3% convenience surcharge will be applied to all of these transactions.

To pay online, please click here: Pay Now or go to: www.elamburke.com/payments

WIRE/ACH PAYMENTS IN USD

Account Holder: Elam & Burke, PA
Bank Name: U.S. Bank
Branch Name: Meridian CenterPoint Office
Account Number: 82982196
ABA Routing Number: 122105155
SWIFT Code: RKEBKUS12345

CHECK PAYMENTS

All checks should be made payable to:
Elam & Burke, PA
ATTN: Accounts Receivable
251 E. Front Street, Suite 300
Boise, ID 83702
(Please return this advice with payment.)

Please reference: Invoice 204164, File # 898 - 1 on all payments.

INVOICES ARE PAYABLE UPON RECEIPT
Thank you! Your business is greatly appreciated.



September 15, 2023

Via Email: sgrow@cityoflewiston.org

Shannon Grow
Community Development Director
City of Lewiston
215 D Street
Lewiston, ID 83501

Dear Ms. Grow:

ENGAGEMENT AGREEMENT

This Agreement sets forth and confirms the terms of City of Lewiston Urban Renewal Agency's ("Client") engagement of O'Sullivan Legal PLLC (the "Firm"), effective as of the last date executed below ("Effective Date").

In consideration of the terms of this Agreement, City of Lewiston Urban Renewal Agency and O'Sullivan Legal PLLC agree as follows:

- 1. Conditions of Representation.** This Agreement will take effect upon our receipt of a signed copy of this Agreement.
- 2. Scope of the Engagement.** You have asked the Firm to provide legal services legal services to you in connection with non-adverse general counsel services (the "Services"). Legal services outside of the scope of Services may require a separate written engagement agreement and fee arrangement.
- 3. Duty of the Client.** The Firm's ability to assist you depends on your providing necessary information and documentation, participation, cooperation, and frank communication. It is expected that all information you provide will be truthful, accurate, and current to the best of your knowledge and belief; and all documentation will be true and genuine originals or copies of originals in your possession. It is expected that you will cooperate fully to assist us in obtaining any information, records, and documentation. This may include signing authorizations to obtain employment records, medical records, police reports, or other such documentation as the Scope of Services requires.
- 4. Duty of the Firm.** We will keep you informed about the status of the Services and will consult with you when appropriate. The Firm will not make any settlement of your claims without your express consent. The Firm will inform you of any changes in availability of the attorney or staff performing work on this Services.
- 5. Payment Due.** The Client will be billed for services and costs as follows:

5.1. Calculation of Legal Fees. Our fees for the legal services for this engagement will be charged based upon our hourly rates for actual time spent. Thaddeus J. O'Sullivan will be the attorney primarily handling this matter. His current billing rate is \$265 per hour. Like other businesses, our rates may be increased from time to time to reflect changing economic conditions.

5.2. We generally charge legal fees for all time expended with you or on your behalf including, but not limited to, telephone conversations, personal conferences, strategy development and planning, letter and document preparation, and review, research, drafting, and travel. We keep daily records of the time expended, including a brief description of the activity on your behalf.

5.3. Other Costs. In addition to legal fees, you will be charged for expenses incurred or advanced on your behalf. Charges incurred for services provided by third parties including, but not limited to, messenger services, special handling costs for mailing, and outside copying services will be billed to you at our cost. Other expenses normally incurred on your behalf, such as facsimile transmissions, photocopies, and printouts will be billed at the rates normally charged our clients for those costs. At times, it may be necessary to incur extraordinary expenses on your behalf such as overtime for secretarial services or legal research. Those costs will be authorized and preapproved by you prior to the firm incurring those expenses. You may be asked to pay for certain expenses in advance or directly when the amounts are large, such as for appraisals, depositions, or bulk mailings.

5.4. Billing Cycle. At minimum, you can expect to receive an invoice each month that itemizes the legal fees and costs incurred during the previous billing cycle. The invoice will also show the calculation of time spent and a summary of the activities conducted. Each invoice is due within 30 days regardless of the outcome of any services provided hereunder. If you have billing questions or concerns, please contact me immediately. O'Sullivan Legal PLLC reserves the right to suspend services and/or terminate representation in the event invoices are not timely paid.

5.5. Advance Fee Deposit. I do not require an advance fee deposit to commence Services but reserve the right to do so if warranted in the future.

5.6. Additional Payments Owed. In the course of the Services, a court or arbitrator may require you to pay fees or costs to the other party in the Services. You will be responsible for any such payment and the Firm will not incur that expense on your behalf.

6. Confidentiality. The documents and information that you provide are confidential and will not be disclosed unless you authorize the disclosure or disclosure is required under the governing state law and the applicable Rules of Professional Conduct. This confidentiality applies after the conclusion of the Services or after termination.

7. No Guarantees. The Firm will provide legal services reasonably required to represent you in the Services. Nothing in this Agreement and nothing in the Firm's statements to you are a promise or guarantee about the outcome of your Services. Any comments made by the Firm about the outcome or merits of the Services are expressions of professional opinion only.

8. Termination. The Firm reserves the right to withdraw from representing you in the Services and terminate this Agreement at any time, subject to applicable Rules of Professional Conduct and subject to

any court rules or court order. You have the right to discharge the Firm and terminate this Agreement at any time and may do so by notifying the Firm in writing. Upon termination, regardless of the reasons for withdrawal or discharge, you will be obligated to pay any outstanding legal fees for work that the Firm performed on your behalf and will be obligated to pay any costs incurred on your behalf prior to the termination.

9. Entire Agreement. This Agreement governs all legal services performed by the Firm on behalf of Client commencing with the Effective Date. This Agreement contains the entire agreement of the parties and no other agreement, statement, or promise made on or before the Effective Date is binding on the parties. This Agreement may be later modified only by agreement of the parties.

ACCEPTED AND AGREED TO:

O'SULLIVAN LEGAL PLLC

Thad O'Sullivan

Thaddeus J. O'Sullivan

Date: September 15, 2023

CITY OF LEWISTON URBAN RENEWAL AGENCY

BY: _____

ITS: _____

DATE: _____