



Lewiston City Council
REGULAR MEETING AGENDA
January 22, 2024 - 6:00 PM
Lewiston City Library – Second Floor Event Space – 411 D Street
Lewiston, Idaho 83501

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

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. CITIZENS COMMENTS

This is an opportunity for 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. PRESENTATIONS

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

V. PUBLIC HEARINGS AND RELATED ACTION ITEMS

- A. PUBLIC HEARING: ZNC23-7:** Accepting testimony on a zone change proposal by Keith Jacobs of KK Jacobs Properties, LLC to rezone 1828 and 1832 Idaho Street from the Higher Density Residential (R-4) Zone to General Commercial (C-4) Zone - Action Item (Assistant Planner Hollingshead)
- B. ORDINANCE 4909 - FIRST READING:** Considering implementing the City Council's decision in ZNC23-7, declaring that certain real property be removed from the Higher Density Residential (R-4) Zone to the General Commercial (C-4) Zone and amending the official zoning map of the City of Lewiston - Action Item (Assistant Planner Hollingshead)

VI. CONSENT AGENDA

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

- A. CITY COUNCIL MINUTES:** 1/8/2024 Regular - Action Item
- B. ADVISORY BOARD/COMMISSION MINUTES:** 11/02/2023 Historic Preservation

Commission; 12/8/2023 & 12/13/2023 Public Works Advisory Commission; 12/12/2023 Urban Renewal Agency; 12/27/2023 Planning & Zoning Commission - Action Item

- C. **VOUCHER'S PAYABLE**: Considering approval of the Voucher's Payable dated 12/29/2023 - 01/11/2024 in the amount of \$1,273,025.29 - Action Item
- D. **TAMMANY VISTA PRELIMINARY PLAT APPROVAL EXTENSION**: Considering extending the approval of the Tammany Vista - Phase 1 preliminary plat until May 23, 2024 - Action Item

VII. ACTIVE AGENDA

- A. **TRANSIT BUS PURCHASE THROUGH TIPS COOPERATIVE**: Considering approval to purchase two light duty buses for the amount of \$313,483.12 from the ABC Bus Company via The Interlocal Purchasing System (TIPS), supplemented by an estimated additional \$9,516.88 for ancillary equipment - Action Item (Transit Manager Seigneur)
- B. **LICENSES**: Considering approval of the following renewal licenses and new license (Downtown Bourbon) - **Action Item** (Community Development Specialist Ortiz):
Retail Liquor, Retail Wine by the Drink and Bottle, Retail Beer On and Off Premise:

- Alibi / Sports Edition, 1702 Main St
- Applebee's, 2235 Thain Gr
- Bojacks Broiler / 311 Main St
- Boomer's / Zone 208, 0301 2nd St
- Boomtown, 516 Main St
- Brocks / Bravas, 504 Main St
- Bryden Canyon Public Golf Course, 445 O'Connor Rd
- Canter's Inn, 416 Thain Rd
- Corner Villa, 2110 14th Ave
- Downtown Bourbon, 111 Main St
- Eagles Lodge, 1304 Main St
- Elks Lodge, 3444 Country Club Dr
- El Sombrero, 405 Thain Rd
- Ernies Steakhouse, 2305 Nez Perce Dr
- Hells Canyon Grand Hotel, 621 21st St
- Jollymore's, 1516 Main St
- Lewiston Golf & Country Club, 3985 Country Club Dr
- Mandarin Pine, 833 21st St
- Pals, 301 Main St Ste L1
- Strike & Spare Bar and Grill, 244 Thain Rd
- The Zoo, 2138 13th Ave
- Wrangler, 750 21st St
- Zany's, 2004 19th Ave

Recommend approval on the below subject to submittal of required paperwork:

- Red Lobster, 2115 Thain Rd
- Shooters, 1618 Main St

C. ORDINANCES

1. FIRST/SECOND/THIRD READINGS:

- a. **ORDINANCE 4911:** Authorizing and providing for the issuance of a water revenue bond, Series 2024, in a principal amount not to exceed \$42,000,000, for the purpose of financing the acquisition, construction and installation of improvements to the domestic water system of the City of Lewiston; describing the bond; providing for the collection and disposition of revenues; providing for the payment of the principal of and interest on the bond; establishing funds and accounts; providing covenants relating to the bond; providing for the sale of the bond to the Idaho Department of Environmental Quality; providing for related matters; and providing for an effective date - Action Item (Public Works Director Johnson)

2. ADOPTION AND APPROVAL OF ORDINANCE SUMMARIES :

- a. **ORDINANCE 4911:** - Action Item

VIII. ITEMS MOVED FROM THE CONSENT AGENDA - Action Item

IX. UNFINISHED AND NEW BUSINESS

- A. **CITY COUNCILOR COMMENTS:** Comments shall not be related to an item currently before the City Council or an item that may come before the City Council in the foreseeable future, and shall be limited to comments, not discussion.
- B. **CITY BOARDS AND COMMISSIONS LIAISON UPDATES**
- C. **MAYOR COMMENTS**
- D. **ADVISORY BOARD AND COMMISSION APPOINTMENTS:** - Action Item
 - 1. **HISTORIC PRESERVATION COMMISSION:** Considering the reappointment of Greg Follett for a three (3) year term - Action Item
 - 2. **EMERGENCY MEDICAL SERVICES ADVISORY BOARD:** Considering the reappointment of Serena Tschirgi to a four (4) year term - Action Item
- E. **AGENDA TOPICS:** - Action Item

X. ADJOURNMENT - Action Item

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

CITY OF LEWISTON
MONTHLY FINANCIAL REPORT
For the Three Months Ended December 31, 2023

[See comment/footnote on last page](#)

GENERAL FUND

UNDEFINED

	<u>MTD</u>	<u>YTD</u>	<u>BUDGET</u>	<u>% USED</u>	<u>MTD</u>	<u>YTD</u>	<u>BUDGET</u>	<u>% USED</u>
	<u>REVENUES</u>	<u>REVENUES</u>			<u>EXPENSES</u>	<u>EXPENSES</u>		
Grants	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	
Intergovernmental	1,084,678	1,091,703	5,218,100	20.92%	-	-	-	
Licenses & Permits	462	1,570	6,700	23.43%	-	-	-	
Other	995	3,022	2,038,400	0.15%	-	-	-	
Property Tax	1,029,233	1,029,380	16,600,130	6.20%	-	-	-	
Service Charges	125,875	377,625	1,510,600	25.00%	-	-	-	
Interest	73,494	218,120	552,210	39.50%	-	-	-	
Total	\$ 2,314,737	\$ 2,721,420	\$ 25,926,140	10.50%	\$ -	\$ -	\$ -	

LEGISLATIVE

Personnel Services	\$ -	\$ -	\$ -		\$ 13,638	\$ 38,498	\$ 170,440	22.59%
Supplies & Materials	-	-	-		-	-	2,650	0.00%
Services & Charges	-	-	-		26,369	229,547	874,180	26.26%
Capital	-	-	-		-	-	4,000	0.00%
Total	\$ -	\$ -	\$ -		\$ 40,007	\$ 268,045	\$ 1,051,270	25.50%

EXECUTIVE

Personnel Services	\$ -	\$ -	\$ -		\$ 16,495	\$ 46,142	\$ 378,300	12.20%
Supplies & Materials	-	-	-		186	355	3,050	11.65%
Services & Charges	-	-	-		4,820	14,141	75,940	18.62%
Capital	-	-	-		15	15	2,500	0.60%
Total	\$ -	\$ -	\$ -		\$ 21,515	\$ 60,653	\$ 459,790	13.19%

HUMAN RESOURCES

Personnel Services	\$ -	\$ -	\$ -		\$ 26,864	\$ 73,758	\$ 390,900	18.87%
Supplies & Materials	-	-	-		14	195	8,300	2.35%
Services & Charges	-	-	-		10,392	28,952	169,910	17.04%
Capital	-	-	-		-	-	1,600	0.00%
Total	\$ -	\$ -	\$ -		\$ 37,270	\$ 102,905	\$ 570,710	18.03%

	<u>MTD</u>	<u>YTD</u>	<u>BUDGET</u>	<u>% USED</u>	<u>MTD</u>	<u>YTD</u>	<u>BUDGET</u>	<u>% USED</u>
	<u>REVENUES</u>	<u>REVENUES</u>			<u>EXPENSES</u>	<u>EXPENSES</u>		
LEGAL								
Personnel Services	\$ -	\$ -	\$ -		\$ 38,027	\$ 104,562	\$ 492,860	21.22%
Supplies & Materials	-	-	-		18	121	3,600	3.36%
Services & Charges	-	-	-		22,507	74,093	236,870	31.28%
Capital	-	-	-		-	-	1,100	0.00%
Total	\$ -	\$ -	\$ -		\$ 60,553	\$ 178,776	\$ 734,430	24.34%
PARKS & FACILITIES								
Other	\$ -	\$ 450	\$ 1,500	30.00%	\$ -	\$ -	\$ -	
Service Charges	-	-	43,200	0.00%	-	-	-	
Personnel Services	-	-	-		133,763	370,163	1,972,300	18.77%
Supplies & Materials	-	-	-		10,262	42,119	255,570	16.48%
Services & Charges	-	-	-		88,680	296,611	1,222,740	24.26%
Capital	-	-	-		5,500	5,500	41,100	13.38%
Total	\$ -	\$ 450	\$ 44,700	1.01%	\$ 238,206	\$ 714,393	\$ 3,491,710	20.46%
POLICE								
Grants	\$ -	\$ -	\$ 53,500	0.00%	\$ -	\$ -	\$ -	
Other	516	38,696	45,500	85.05%	-	-	-	
Service Charges	305	685	228,660	0.30%	-	-	-	
Personnel Services	-	-	-		622,323	1,647,980	7,711,070	21.37%
Supplies & Materials	-	-	-		10,166	48,785	217,940	22.38%
Services & Charges	-	-	-		75,421	237,935	1,268,400	18.76%
Capital	-	-	-		2,928	38,201	546,170	6.99%
Total	\$ 821	\$ 39,381	\$ 327,660	12.02%	\$ 710,838	\$ 1,972,901	\$ 9,743,580	20.25%
FIRE								
Grants	\$ -	\$ -	\$ 57,000	0.00%	\$ -	\$ -	\$ -	
Intergovernmental	89,425	89,425	250,000	35.77%	-	-	-	
Licenses & Permits	2,298	4,161	20,200	20.60%	-	-	-	
Other	-	-	6,460	0.00%	-	-	-	
Service Charges	91,400	421,788	3,466,000	12.17%	-	-	-	
Personnel Services	-	-	-		728,478	2,066,329	8,210,540	25.17%
Supplies & Materials	-	-	-		19,887	96,880	362,020	26.76%
Services & Charges	-	-	-		87,589	257,164	1,212,550	21.21%
Capital	-	-	-		175	175	92,590	0.19%
Total	\$ 183,124	\$ 515,375	\$ 3,799,660	13.56%	\$ 836,129	\$ 2,420,548	\$ 9,877,700	24.51%

	<u>MTD</u>	<u>YTD</u>			<u>MTD</u>	<u>YTD</u>		
	<u>REVENUES</u>	<u>REVENUES</u>	<u>BUDGET</u>	<u>% USED</u>	<u>EXPENSES</u>	<u>EXPENSES</u>	<u>BUDGET</u>	<u>% USED</u>
COMMUNITY DEVELOPMENT								
Grants	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	
Licenses & Permits	141,710	396,494	1,149,000	34.51%	-	-	-	
Other	26	26	-	0.00%				
Service Charges	2,100	6,300	26,400	23.86%	-	-	-	
Personnel Services	-	-	-		110,073	301,705	1,433,440	21.05%
Supplies & Materials	-	-	-		2,489	4,786	36,580	13.08%
Services & Charges	-	-	-		14,732	63,873	410,100	15.58%
Capital	-	-	-		-	1,939	17,700	10.96%
Total	\$ 143,836	\$ 402,820	\$ 1,175,400	34.27%	\$ 127,294	\$ 372,305	\$ 1,897,820	19.62%
RECREATION								
Intergovernmental	\$ -	\$ -	\$ 4,000	0.00%	\$ -	\$ -	\$ -	
Other	-	750	26,100	2.87%	-	-	-	
Service Charges	16,542	71,371	423,000	16.87%	-	-	-	
Interest	-	-	-	-	-	-	-	
Personnel Services	-	-	-		31,725	87,126	400,490	21.75%
Supplies & Materials	-	-	-		6,280	18,027	160,250	11.25%
Services & Charges	-	-	-		10,864	31,270	167,160	18.71%
Capital	-	-	-		-	-	6,500	0.00%
Total	\$ 16,542	\$ 72,121	\$ 453,100	15.92%	\$ 48,869	\$ 136,423	\$ 734,400	18.58%
FINANCE								
Service Charges	\$ 15,655	\$ 50,573	\$ 200,000	25.29%	\$ -	\$ -	\$ -	
Personnel Services	-	-	-		88,671	248,707	1,183,510	21.01%
Supplies & Materials	-	-	-		9,968	15,744	76,800	20.50%
Services & Charges	-	-	-		17,878	47,959	321,510	14.92%
Capital	-	-	-		-	-	3,500	0.00%
Total	15,655	50,573	200,000	25.29%	116,517	312,410	1,585,320	19.71%
CONTINGENCY								
Services & Charges			\$ -		\$ -	\$ -	\$ 90,000	0.00%
Total	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ 90,000	0.00%
PUBLIC SAFETY								
Capital			\$ -		\$ -	\$ -	\$ 50,000	0.00%
Total	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ 50,000	0.00%
PROPERTY IMPROVEMENTS								
Other	\$ -	\$ -	\$ 6,400,000	0.00%	\$ -	\$ -	\$ -	
Capital					200,720	216,251	6,870,000	3.15%
Total	\$ -	\$ -	\$ 6,400,000	0.00%	\$ 200,720	\$ 216,251	\$ 6,870,000	3.15%

	<u>MTD</u> <u>REVENUES</u>	<u>YTD</u> <u>REVENUES</u>	<u>BUDGET</u>	<u>% USED</u>	<u>MTD</u> <u>EXPENSES</u>	<u>YTD</u> <u>EXPENSES</u>	<u>BUDGET</u>	<u>% USED</u>
GOLF COURSE								
Service Charges	\$ -	\$ -	\$ 174,520		\$ -	\$ -	\$ -	0.00%
Services & Charges	-	-			-	33,996	208,720	
Capital	-	-	-		-	-	379,410	0.00%
Total	\$ -	\$ -	\$ 174,520	0.00%	\$ -	\$ 33,996	\$ 588,130	5.78%
OPIOID SETTLEMENT								
Other	\$ 7,146	\$ 7,146	\$ -	0.00%	\$ -	\$ -	\$ -	
Services & Charges	-	-	-		-	15	175,000	0.01%
Total	\$ 7,146	\$ 7,146	\$ -	0.00%	\$ -	\$ 15	\$ 175,000	0.01%
INSURANCE TRUST								
Other	\$ -	\$ -	\$ 25,000	0.00%	\$ -	\$ -	\$ -	
Interest	41	110	500	21.96%	-	-	-	
Supplies & Materials	-	-	-		174	174	2,500	6.96%
Services & Charges	-	-	-		9,062	384,641	404,320	95.13%
Total	\$ 41	\$ 110	\$ 25,500	0.43%	\$ 9,236	\$ 384,815	\$ 406,820	94.59%
UNCOLLECTIBLE ACCOUNTS								
Services & Charges	\$ -	\$ -	\$ -		\$ 16,667	\$ 50,001	\$ 200,000	25.00%
Total	\$ -	\$ -	\$ -	0.00%	\$ 16,667	\$ 50,001	\$ 200,000	25.00%
TOTAL GENERAL FUND	\$ 2,681,902	\$ 3,809,395	\$ 38,526,680	9.89%	\$ 2,463,821	\$ 7,224,436	\$ 38,526,680	18.8%

	MTD <u>REVENUES</u>	YTD <u>REVENUES</u>	<u>BUDGET</u>	<u>% USED</u>	MTD <u>EXPENSES</u>	YTD <u>EXPENSES</u>	<u>BUDGET</u>	<u>% USED</u>
CAPITAL PROJECTS FUND								
PARKS & FACILITIES								
Grants	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	
Other	210	994	50,000	1.99%	-	-	-	
Property Tax	-	-	100,000	0.00%	-	-	-	
Service Charges	-	-	-	0.00%	-	-	-	
Interest	2,469	7,596	10,000	75.96%	-	-	-	
Capital					2,346	27,496	160,000	17.18%
Total	\$ 2,679	\$ 8,590	\$ 160,000	5.37%	\$ 2,346	\$ 27,496	\$ 160,000	17.18%
TRANSPORTATION								
Grants	\$ -	\$ -	\$ 514,260	0.00%	\$ -	\$ -	\$ -	
Intergovernmental	100,000	100,000	990,930	10.09%	-	-	-	
Other	-	1,029	(239,660)	-0.43%	-	-	-	
Property Tax	-	-	2,781,000	0.00%	-	-	-	
Service Charges	-	-	-	0.00%	-	-	-	
Interest	24,608	75,048	100,000	75.05%	-	-	-	
Capital	-	-	-		0	94,749	4,146,530	2.29%
Total	\$ 124,608	\$ 176,077	\$ 4,146,530	4.25%	\$ 0	\$ 94,749	\$ 4,146,530	2.29%
LIBRARY								
Other	\$ 61	\$ 170	\$ 34,500	0.49%	\$ -	\$ -	\$ -	
Property Tax	-	-	-	0.00%	-	-	-	
Interest	155	456	2,000	22.79%	-	-	-	
Capital	-	-	-		-	-	36,500	0.00%
Total	\$ 216	\$ 626	\$ 36,500	1.72%	\$ -	\$ -	\$ 36,500	0.00%
TOTAL CAPITAL PROJECTS FUND	\$ 127,503	\$ 185,293	\$ 4,343,030	4.27%	\$ 2,346	\$ 122,244	\$ 4,343,030	2.8%
WORKERS COMP TRUST								
INSURANCE TRUST								
Other	\$ 180,000	\$ 180,000	\$ 546,000	32.97%	\$ -	\$ -	\$ -	
Interest	5,333	17,870	55,000	32.49%	-	-	-	
Supplies & Materials	-	-	-		-	-	500	0.00%
Services & Charges	-	-	-		279,731	481,314	600,500	80.15%
TOTAL WORKERS COMP FUND	\$ 185,333	\$ 197,870	\$ 601,000	32.92%	\$ 279,731	\$ 481,314	\$ 601,000	80.1%

	<u>MTD</u>	<u>YTD</u>	<u>BUDGET</u>	<u>% USED</u>	<u>MTD</u>	<u>YTD</u>	<u>BUDGET</u>	<u>% USED</u>
	<u>REVENUES</u>	<u>REVENUES</u>			<u>EXPENSES</u>	<u>EXPENSES</u>		
WATER FUND								
WATER								
Grants	\$ -	\$ -	\$ 7,000,000	0.00%	\$ -	\$ -	\$ -	
Intergovernmental	-	-	65,720	0.00%	-	-	-	
Other	2,554	39,101	2,506,000	1.56%	-	-	-	
Service Charges	460,565	1,763,910	7,715,460	22.86%	-	-	-	
Interest	34,557	104,531	190,000	55.02%	-	-	-	
Personnel Services	-	-	-		177,444	498,569	2,324,050	21.45%
Supplies & Materials	-	-	-		34,805	83,689	564,780	14.82%
Services & Charges	-	-	-		250,628	800,390	3,347,520	23.91%
Capital	-	-	-		293,492	1,435,623	11,240,830	12.77%
TOTAL WATER FUND	\$ 497,676	\$ 1,907,543	\$ 17,477,180	10.91%	\$ 756,369	\$ 2,818,272	\$ 17,477,180	16.1%
WASTEWATER FUND								
WASTEWATER								
Grants	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	
Intergovernmental	310,909	647,323	3,707,910	17.46%	-	-	-	
Other	20,714	68,807	6,577,820	1.05%	-	-	-	
Service Charges	553,513	1,760,797	6,806,980	25.87%	-	-	-	
Interest	98,573	279,995	460,000	60.87%	-	-	-	
Personnel Services	-	-	-		147,714	418,952	2,292,250	18.28%
Supplies & Materials	-	-	-		41,318	93,759	466,200	20.11%
Services & Charges	-	-	-		293,308	926,500	3,906,910	23.71%
Capital	-	-	-		13,728	57,436	10,887,350	0.53%
TOTAL WASTEWATER FUND	\$ 983,710	\$ 2,756,923	\$ 17,552,710	15.71%	\$ 496,068	\$ 1,496,647	\$ 17,552,710	8.5%
STORMWATER FUND								
STORMWATER								
Grants	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	
Other	-	17,414	(181,110)	-9.62%	-	-	-	
Service Charges	-	-	2,100,000	0.00%	-	-	-	
Personnel Services	-	-	-		17,496	48,926	351,380	13.92%
Supplies & Materials	-	-	-		698	3,429	46,900	7.31%
Services & Charges	-	-	-		18,643	81,700	848,490	9.63%
Capital	-	-	-		19,150	20,893	672,120	3.11%
TOTAL STORMWATER FUND	\$ -	\$ 17,414	\$ 1,918,890	0.91%	\$ 55,987	\$ 154,948	\$ 1,918,890	8.1%

	<u>MTD</u>	<u>YTD</u>	<u>BUDGET</u>	<u>% USED</u>	<u>MTD</u>	<u>YTD</u>	<u>BUDGET</u>	<u>% USED</u>
	<u>REVENUES</u>	<u>REVENUES</u>			<u>EXPENSES</u>	<u>EXPENSES</u>		
SANITATION FUND								
SANITATION								
Grants	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	
Other	2,936	8,542	14,260	59.90%	-	-	-	
Service Charges	626,343	1,773,323	7,172,010	24.73%	-	-	-	
Interest	26,849	71,149	105,000	67.76%	-	-	-	
Personnel Services	-	-	-		38,308	104,085	494,890	21.03%
Supplies & Materials	-	-	-		645	1,756	31,100	5.65%
Services & Charges	-	-	-		541,274	1,445,824	6,445,780	22.43%
Capital	-	-	-		61,590	104,734	319,500	32.78%
TOTAL SANITATION FUND	\$ 656,128	\$ 1,853,013	\$ 7,291,270	25.41%	\$ 641,816	\$ 1,656,399	\$ 7,291,270	22.7%
CEMETERY FUND								
CEMETERY								
Other	\$ 282	\$ 552	\$ 74,520	0.74%	\$ -	\$ -	\$ -	
Property Tax	-	-	150,000	0.00%	-	-	-	
Service Charges	2,731	6,362	53,650	11.86%	-	-	-	
Interest	1,462	4,420	7,500	58.93%	-	-	-	
Interfund Transfer	-	-	50,000	0.00%	-	-	-	
Personnel Services	-	-	-		7,051	19,759	146,950	13.45%
Supplies & Materials	-	-	-		-	646	12,500	5.17%
Services & Charges	-	-	-		3,315	9,024	120,720	7.48%
Capital	-	-	-		-	-	55,500	0.00%
TOTAL CEMETERY FUND	\$ 4,475	\$ 11,334	\$ 335,670	3.38%	\$ 10,366	\$ 29,429	\$ 335,670	8.8%
ECONOMIC DEVELOPMENT FUND								
ECONOMIC DEVELOPMENT								
Grants	\$ -	\$ -	\$ 490,000	0.00%	\$ -	\$ -	\$ -	
Licenses & Permits	-	321	-	0.00%	-	-	-	
Other	-	-	3,300,690	0.00%	-	-	-	
Interest	20,325	59,557	97,500	61.08%	-	-	-	
Capital	-	-	-		22,499	30,134	3,888,190	0.78%
TOTAL ECONOMIC DEVELOPMENT	\$ 20,325	\$ 59,878	\$ 3,888,190	1.54%	\$ 22,499	\$ 30,134	\$ 3,888,190	0.8%

	<u>MTD</u>	<u>YTD</u>			<u>MTD</u>	<u>YTD</u>		
	<u>REVENUES</u>	<u>REVENUES</u>	<u>BUDGET</u>	<u>% USED</u>	<u>EXPENSES</u>	<u>EXPENSES</u>	<u>BUDGET</u>	<u>% USED</u>
TRANSPORTATION & ENGINEERING FUND								
TRANSPORTATION								
Grants	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	
Intergovernmental	322,500	322,504	1,312,840	24.57%	-	-	-	
Licenses & Permits	1,903	4,141	15,000	27.61%	-	-	-	
Other	3,434	3,504	(199,790)	-1.75%	-	-	-	
Property Taxes	-	-	2,123,000	0.00%	-	-	-	
Service Charges	180,627	222,686	1,189,230	18.73%	-	-	-	
Interest	2,705	10,484	35,000	29.95%	-	-	-	
Personnel Services	-	-	-		174,918	473,269	2,417,450	19.58%
Supplies & Materials	-	-	-		18,764	46,427	484,270	9.59%
Services & Charges	-	-	-		111,452	339,978	1,538,860	22.09%
Capital	-	-	-		17,987	17,987	34,700	51.84%
TOTAL TRANSPORTATION FUND	\$ 511,170	\$ 563,320	\$ 4,475,280	12.59%	\$ 323,122	\$ 877,661	\$ 4,475,280	19.6%
LIBRARY FUND								
LIBRARY								
Grants	\$ 4,000	\$ 6,000	\$ 7,500	80.00%	\$ -	\$ -	\$ -	
Intergovernmental	-	-	200	0.00%				
Other	240	819	103,570	0.79%				
Property Taxes	-	-	1,473,500	0.00%				
Service Charges	496	1,197	4,500	26.61%				
Interest	799	3,745	20,000	18.72%	-	-	-	
Personnel Services					85,753	237,422	1,156,800	20.52%
Supplies & Materials					15,059	36,033	140,050	25.73%
Services & Charges					16,205	58,232	250,920	23.21%
Capital	-	-	-		3,722	4,322	61,500	7.03%
TOTAL LIBRARY FUND	\$ 5,535	\$ 11,761	\$ 1,609,270	0.73%	\$ 120,739	\$ 336,009	\$ 1,609,270	20.9%

	<u>MTD</u>	<u>YTD</u>	<u>BUDGET</u>	<u>% USED</u>	<u>MTD</u>	<u>YTD</u>	<u>BUDGET</u>	<u>% USED</u>
	<u>REVENUES</u>	<u>REVENUES</u>			<u>EXPENSES</u>	<u>EXPENSES</u>		
FLEET MAINTENANCE								
FLEET								
Grants	\$ -	\$ -	\$ 220,000	0.00%	\$ -	\$ -	\$ -	
Intergovernmental	-	-	15,700	0.00%				
Other	147	197	1,593,320	0%				
Service Charges	178,246	538,227	2,022,920	26.61%				
Interest	10,060	28,470	35,000	81.34%	-	-	-	
Personnel Services					46,572	129,052	596,850	21.62%
Supplies & Materials					12,002	61,372	254,730	24.09%
Services & Charges					75,632	208,916	881,360	23.70%
Capital	-	-	-		-	-	2,154,000	0.00%
TOTAL FLEET MAINTENANCE	\$ 188,453	\$ 566,894	\$ 3,886,940	14.58%	\$ 134,206	\$ 399,340	\$ 3,886,940	10.3%
INFORMATION SYSTEMS								
INFORMATION SYSTEMS								
Grants	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	
Other	100	1,500	42,670	3.52%	-	-	-	
Service Charges	110,389	331,742	1,324,630	25.04%				
Interest	1,634	4,957	9,550	51.91%	-	-	-	
Personnel Services					49,358	138,452	641,050	21.60%
Supplies & Materials					42	532	2,300	23.12%
Services & Charges					26,340	240,114	516,500	46.49%
Capital	-	-	-		7,392	54,327	217,000	25.04%
TOTAL INFORMATION SYSTEMS	\$ 112,123	\$ 338,199	\$ 1,376,850	24.56%	\$ 83,132	\$ 433,425	\$ 1,376,850	31.5%
SPECIAL ASSESSMENTS								
BUSINESS IMPROVEMENT DISTRICT								
Assessments	\$ -	\$ -	\$ 200,000	0.00%	\$ -	\$ -	\$ -	
Services & Charges					22,818	27,167	200,000	13.58%
TOTAL SPECIAL ASSESSMENTS	\$ -	\$ -	\$ 200,000	0.00%	\$ 22,818	\$ 27,167	\$ 200,000	13.6%

	<u>MTD</u> <u>REVENUES</u>	<u>YTD</u> <u>REVENUES</u>	<u>BUDGET</u>	<u>% USED</u>	<u>MTD</u> <u>EXPENSES</u>	<u>YTD</u> <u>EXPENSES</u>	<u>BUDGET</u>	<u>% USED</u>
POLICE RETIREMENT								
POLICE RETIREMENT								
Other	\$ 531,123	\$ 948,011	\$ 1,052,000	90.12%	\$ -	\$ -	\$ -	
Property Tax	-	-	-	0.00%				
Interest	46,239	125,862	236,000	53.33%				
Services & Charges					98,061	293,315	1,288,000	22.77%
TOTAL POLICE RETIREMENT	\$ 577,362	\$ 1,073,874	\$ 1,288,000	83.38%	\$ 98,061	\$ 293,315	\$ 1,288,000	22.8%

TRANSIT FUND

TRANSIT

Grants	\$ (2,200)	\$ (2,200)	\$ 1,722,480	-0.13%	\$ -	\$ -	\$ -	
Intergovernmental	6,176	12,667	96,100	13.18%	-	-	-	
Other	10	10	144,100	0.01%	-	-	-	
Property Tax	-	-	460,180	0.00%	-	-	-	
Service Charges	3,443	9,532	43,200	22.07%	-	-	-	
Interest	2,712	8,001	14,000	57.15%				
Personnel Services					69,920	190,019	945,390	20.10%
Supplies & Materials	-	-	-		5,937	16,533	90,200	18.33%
Services & Charges					6,656	37,039	202,630	18.28%
Capital	-	-	-		7,262	27,747	1,241,840	2.23%
TOTAL TRANSIT FUND	\$ 10,140	\$ 28,010	\$ 2,480,060	1.13%	\$ 89,774	\$ 271,338	\$ 2,480,060	10.9%

CEMETERY PERPETUAL CARE

CEMETERY PERPETUAL CARE

Other	\$ 69,248	\$ 69,248	\$ 34,000	203.67%	\$ -	\$ -	\$ -	
Service Charges	184	333	3,000	11.10%				
Interest	6,397	6,397	17,000	37.63%				
Services & Charges	-				704	704	4,000	17.61%
Interfund Transfers	-	-	-		-	-	50,000	0.00%
TOTAL PERPETUAL CARE	\$ 75,829	\$ 75,978	\$ 54,000	140.70%	\$ 704	\$ 704	\$ 54,000	1.3%

GRAND TOTAL OF ALL FUNDS	\$ 6,637,664	\$ 13,456,701	\$ 107,305,020	12.54%	\$ 5,601,558	\$ 16,652,783	\$ 107,305,020	15.52%
---------------------------------	---------------------	----------------------	-----------------------	---------------	---------------------	----------------------	-----------------------	---------------

[Citizens are invited to inspect the detailed supporting records of the above financial statements](#)

CITY OF LEWISTON TREASURY REPORT - 12/31/23

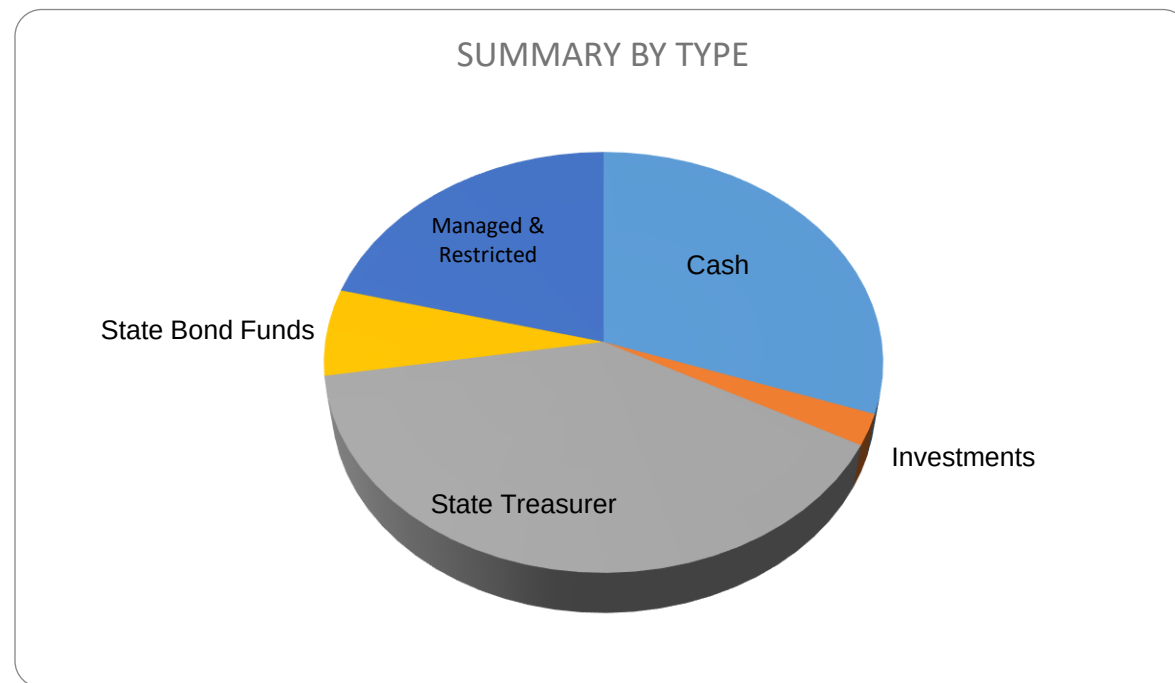
FUND	BANK	CASH IN BANK	MM & CD INVESTMENTS	STATE TREASURER'S POOL	DIVERSIFIED BOND FUNDS	OTHER	TOTAL
GENERAL	WELLS FARGO	\$ 1,969,099	\$ -	\$ -	\$ -	\$ -	\$ 1,969,099
	LCCU	-	-	-	-	5	5
	P1FCU	-	256,107	-	-	41	256,148
	ICCU	-	-	-	-	25	25
	FNWCU	-	258,522	-	-	5	258,527
	STATE TREASURER	-	-	8,902,600	3,399,323	-	12,301,923
	UMPQUA	-	-	-	-	633,236	633,236
	ZIONS	-	256,895	-	-	149,660	406,555
	STCU	-	259,338	-	-	-	259,338
GENERAL FUND TOTAL		\$ 1,969,099	\$ 1,030,862	\$ 8,902,600	\$ 3,399,323	\$ 782,972	\$ 16,084,856
CAPITAL	WELLS FARGO	3,317,608	-	-	-	-	3,317,608
	STATE TREASURER	-	-	2,996,554	-	-	2,996,554
CAPITAL FUND TOTAL		\$ 3,317,608	\$ -	\$ 2,996,554	\$ -	\$ -	\$ 6,314,161
WORKER'S COMP	WELLS FARGO	178,485	-	-	-	-	178,485
	GLACIER	-	-	-	-	25,000	25,000
	STATE TREASURER	-	-	346	1,623,483	-	1,623,829
WORKER'S COMP FUND TOTAL		\$ 178,485	\$ -	\$ 346	\$ 1,623,483	\$ 25,000	\$ 1,827,314
WATER	WELLS FARGO	3,978,228	-	-	-	526,714	4,504,941
	BANNER BANK	-	-	-	-	175,140	175,140
	STATE TREASURER	-	-	3,388,697	618	-	3,389,316
WATER FUND TOTAL		\$ 3,978,228	\$ -	\$ 3,388,697	\$ 618	\$ 701,854	\$ 8,069,397
WASTEWATER	WELLS FARGO	10,255,210	-	-	-	713,769	10,968,979
	BANNER BANK	-	-	-	-	1,253,270	1,253,270
	P1FCU	-	-	-	-	-	-
	ICCU	-	260,721	-	-	-	260,721
	STATE TREASURER	-	-	11,284,785	695,866	-	11,980,651
WASTEWATER FUND TOTAL		\$ 10,255,210	\$ 260,721	\$ 11,284,785	\$ 695,866	\$ 1,967,039	\$ 24,463,622
SANITATION	WELLS FARGO	2,487,954	-	-	-	-	2,487,954
	LCCU	-	252,771	-	-	-	252,771
	P1FCU	-	256,862	-	-	-	256,862
	STATE TREASURER	-	-	2,528,084	-	-	2,528,084
SANITATION FUND TOTAL		\$ 2,487,954	\$ 509,632	\$ 2,528,084	\$ -	\$ -	\$ 5,525,670
STORMWATER	WELLS FARGO	434,578	-	-	-	-	434,578
STORMWATER FUND TOTAL		\$ 434,578	\$ -	\$ -	\$ -	\$ -	\$ 434,578

CITY OF LEWISTON TREASURY REPORT - 12/31/23

FUND	BANK	CASH IN BANK	MM & CD INVESTMENTS	STATE TREASURER'S POOL	DIVERSIFIED BOND FUNDS	OTHER	TOTAL
CEMETERY	WELLS FARGO	352,513	-	-	-	-	352,513
CEMETERY FUND TOTAL		\$ 352,513	\$ -	\$ -	\$ -	\$ -	\$ 352,513
ECONOMIC DEVELOPMENT	WELLS FARGO	349,067	-	-	-	-	349,067
	STATE TREASURER			4,113,459			4,113,459
ECONOMIC DEVELOPMENT FUND TOTAL		\$ 349,067	\$ -	\$ 4,113,459	\$ -	\$ -	\$ 4,462,526
TRANSPORTATION	WELLS FARGO	17,208	-	-	-	-	17,208
	ZIONS	-	257,928	-	-	-	257,928
	STATE TREASURER	-	-	205,059	-	-	205,059
TRANSPORTATION FUND TOTAL		\$ 17,208	\$ 257,928	\$ 205,059	\$ -	\$ -	\$ 480,195
LIBRARY	WELLS FARGO	90,373	-	-	-	-	90,373
	STATE TREASURER			9,953			9,953
LIBRARY FUND TOTAL		\$ 90,373	\$ -	\$ 9,953	\$ -	\$ -	\$ 100,326
FLEET	WELLS FARGO	1,988,175	-	-	-	-	1,988,175
	STATE TREASURER	-	-	530,663	-		530,663
FLEET FUND TOTAL		\$ 1,988,175	\$ -	\$ 530,663	\$ -	\$ -	\$ 2,518,838
IT	WELLS FARGO	220,935	-	-	-	-	220,935
	STATE TREASURER			212,198			212,198
IT FUND TOTAL		\$ 220,935	\$ -	\$ 212,198	\$ -	\$ -	\$ 433,134
POLICE RETIREMENT	US BANK	-	-	-	-	13,539,884	13,539,884
POLICE RETIREMENT FUND TOTAL		\$ -	\$ -	\$ -	\$ -	\$ 13,539,884	\$ 13,539,884
PUBLIC TRANSIT	WELLS FARGO	607,605	-	-	-	-	607,605
PUBLIC TRANSIT FUND TOTAL		\$ 607,605	\$ -	\$ -	\$ -	\$ -	\$ 607,605
PERPETUAL CARE	US BANK	-	-	-	-	1,031,659	1,031,659
PERPETUAL CARE FUND TOTAL		\$ -	\$ -	\$ -	\$ -	\$ 1,031,659	\$ 1,031,659
GRAND TOTALS		\$ 26,247,037	\$ 2,059,144	\$ 34,172,398	\$ 5,719,290	\$ 18,048,409	\$ 86,246,278

Other Includes: Fiduciary Funds, Equity Buy-in Funds, Funds Reserved for Debt Repayment, Unemployment Reserves and Funds Held in Trust

FUND	BANK	CASH IN BANK	MM & CD INVESTMENTS	STATE TREASURER'S POOL	DIVERSIFIED BOND FUNDS	OTHER	TOTAL
SUMMARY BY BANK	WELLS FARGO	\$ 26,247,037	\$ -	\$ -	\$ -	\$ 1,240,483	\$ 27,487,520
	BANNER BANK	-	-	-	-	1,428,411	1,428,411
	FNWCU	-	258,522	-	-	5	258,527
	ICCU	-	260,721	-	-	25	260,747
	LCCU	-	252,771	-	-	5	252,776
	P1FCU	-	512,969	-	-	41	513,010
	STCU	-	259,338	-	-	-	259,338
	MOUNTAIN WEST	-	-	-	-	25,000	25,000
	STATE TREASURER	-	-	34,172,398	5,719,290	-	39,891,688
	UMPQUA	-	-	-	-	633,236	633,236
	ZIONS	-	514,823	-	-	149,660	664,483
	US BANK	-	-	-	-	14,571,543	14,571,543
TOTALS		\$ 26,247,037	\$ 2,059,144	\$ 34,172,398	\$ 5,719,290	\$ 18,048,409	\$ 86,246,278



FINANCIAL REPORT

DECEMBER 31, 2023



The City's fiscal year runs from October 1, 2023 through September 30, 2024. This report is for the first quarter of the Fiscal Year 2024.



GENERAL FUND REVENUES

	MTD	YTD		
	<u>REVENUES</u>	<u>REVENUES</u>	<u>BUDGET</u>	<u>% USED</u>
GENERAL FUND				
UNDEFINED				
Grants	\$ -	\$ -	\$ -	0.00%
Intergovernmental	1,084,678	1,091,703	5,218,100	20.92%
Licenses & Permits	462	1,570	6,700	23.43%
Other	995	3,022	2,038,400	0.15%
Property Tax	1,029,233	1,029,380	16,600,130	6.20%
Service Charges	125,875	377,625	1,510,600	25.00%
Interest	73,494	218,120	552,210	39.50%
Total	\$ 2,314,737	\$ 2,721,420	\$ 25,926,140	10.50%

PAGE 1 OF 10



GENERAL FUND INSURANCE

CITY OF LEWISTON
MONTHLY FINANCIAL REPORT
For the Three Months Ended December 31, 2023

INSURANCE TRUST						
Other	\$	-	\$	-	\$	-
Interest		-		-		-
Supplies & Materials		174		174		2,500 6.96%
Services & Charges		9,062		384,641		404,320 95.13%
Total	\$	9,236	\$	384,815	\$	406,820 94.59%
UNCOLLECTIBLE ACCOUNTS						
Services & Charges	\$	16,667	\$	50,001	\$	200,000 25.00%
Total	\$	16,667	\$	50,001	\$	200,000 25.00%
TOTAL GENERAL FUND						
	\$	2,463,821	\$	7,224,436	\$	38,526,680 18.8%

PAGE 4 OF 10



WORKERS COMPENSATION

CITY OF LEWISTON
MONTHLY FINANCIAL REPORT
For the Three Months Ended December 31, 2023

WORKERS COMP TRUST

INSURANCE TRUST

Other	\$	-	\$	-	\$	-	
Interest		-		-		-	
Supplies & Materials		-		-		500	0.00%
Services & Charges		279,731		481,314		600,500	80.15%
TOTAL WORKERS COMP FUND	\$	279,731	\$	481,314	\$	601,000	80.1%

PAGE 5 OF 10



STORMWATER

**CITY OF LEWISTON
MONTHLY FINANCIAL REPORT
For the Three Months Ended December 31, 2023**

	<u>MTD</u>	<u>YTD</u>			<u>MTD</u>	<u>YTD</u>		
	<u>REVENUES</u>	<u>REVENUES</u>	<u>BUDGET</u>	<u>% USED</u>	<u>EXPENSES</u>	<u>EXPENSES</u>	<u>BUDGET</u>	<u>% USED</u>
STORMWATER FUND								
STORMWATER								
Grants	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-
Other	-	17,414	(181,110)	-9.62%	-	-	-	-
Service Charges	-	-	2,100,000	0.00%	-	-	-	-
Personnel Services	-	-	-	-	17,496	48,926	351,380	13.92%
Supplies & Materials	-	-	-	-	698	3,429	46,900	7.31%
Services & Charges	-	-	-	-	18,643	81,700	848,490	9.63%
Capital	-	-	-	-	19,150	20,893	672,120	3.11%
TOTAL STORMWATER FUND	\$ -	\$ 17,414	\$ 1,918,890	0.91%	\$ 55,987	\$ 154,948	\$ 1,918,890	8.1%

PAGE 5 OF 10



FIDUCIARY FUNDS

	MTD REVENUES	YTD REVENUES	BUDGET	% USED	MTD EXPENSES	YTD EXPENSES	BUDGET	% USED
POLICE RETIREMENT								
POLICE RETIREMENT								
Other	\$ 531,123	\$ 948,011	\$ 1,052,000	90.12%	\$ -	\$ -	\$ -	
Interest	46,239	125,862	236,000	53.33%				
Services & Charges					98,061	293,315	1,288,000	22.77%
TOTAL POLICE RETIREMENT	\$ 577,362	\$ 1,073,874	\$ 1,288,000	83.38%	\$ 98,061	\$ 293,315	\$ 1,288,000	22.8%
CEMETERY PERPETUAL CARE								
CEMETERY PERPETUAL CARE								
Other	\$ 69,248	\$ 69,248	\$ 34,000	203.67%	\$ -	\$ -	\$ -	
Service Charges	184	333	3,000	11.10%				
Interest	6,397	6,397	17,000	37.63%				
Services & Charges	-	-	-		704	704	4,000	17.61%
Interfund Transfers	-	-	-		-	-	50,000	0.00%
TOTAL PERPETUAL CARE	\$ 75,829	\$ 75,978	\$ 54,000	140.70%	\$ 704	\$ 704	\$ 54,000	1.3%



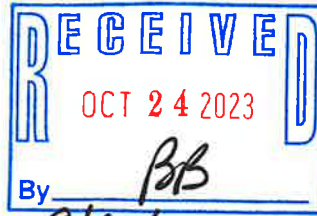
QUESTIONS?





CITY COUNCIL MEETING AGENDA ITEM SUMMARY

ITEM TITLE PUBLIC HEARING: ZNC23-7	AGENDA NO. V. A. AGENDA DATE: January 22, 2024
ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.) The Planning and Zoning Commission conducted a public hearing on this matter on December 13, 2023 to consider an application to rezone tax parcels RPL16700050140, RPL16700050120 and RPL16700050100, also known as 1828 and 1832 Idaho Street. The subject property is proposed to be rezoned from Higher Density Residential, R4, Zone to General Commercial, C4, Zone. The Planning and Zoning Commission voted unanimously to recommend approval to City Council, after having received a single public testimony, in support of, the application. The subject property currently contains a single family dwelling and a storage building. To the north are commercial uses such as a wholesale retailer and a former building supply store that is now used as a storage lot with offices and parking. To the east is a single family dwelling and then more commercial uses (hearing aid retailer, dentist office, various business offices) and to the west are commercial uses such as a computer repair shop and a large storage unit complex. Uses to the south (across the alley) are residential with a mixture of single family, duplex and multi-family dwellings. The subject property is located in Neighborhood 3, Normal Hill and has a future land use designation of Commercial. Following the public hearing, the Planning and Zoning Commission voted 6-0 to direct staff to draft the Reasoned Statement recommending approval of ZNC23-7 to Council. On December 27, 2023, the Planning and Zoning Commission approved its Reasoned Statement – formally recommending approval of ZNC23-7 to Council at that time.	
BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources) None.	
ACTION PROPOSED The Planning and Zoning Commission recommends that the Council approve ZNC23-7 via Ordinance 4909	



STAFF USE ONLY

Case Number: **2NC23-000007**

Hearing Date: _____

**APPLICATION FOR ZONE
CHANGE**

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

APPLICANT INFORMATION

Full Name: Jacobs Keith E. Date: 09/25/2023
Last First M.I.

Address: 316 3rd Street
Street Address
Kamiah Idaho 83536
City State ZIP Code

Phone: 208-507-1468 Email: kjacobs@jacobsllumber.com

Property Owner: KK Jacobs Properties, LLC Phone: 208-935-2508

Property Owner Mailing Address: 316 3rd Street, Kamiah, Idaho 83536

DESCRIPTION OF PROPERTY

Street Address of Subject Property: 1828 Idaho Street, Lewiston

Subdivision Name: Mrs. S.C. Thompson's Second Addition

Block: Five Lot: 10, 12, and 14

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

RPL16700050140
RPL16700050120
RPL16700050100

NATURE OF REQUEST

Change **FROM** Zone District: R-4, high density residential **TO** Zone District: C-4, general commercial

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

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

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

According to information received from Katie Hollingshead, this property

fits within the city's Comprehensive Plan Designation to be zoned C-4, general

commercial in the future. Half of the adjoining properties are already zoned C-4.

The request made in the application conforms to the Comprehensive

plan map and the text. The text encourages commercial activities be established in the

downtown area, near 21st street, and on East Main Street, which are all areas near the Subject

Property.

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

Although the Subject Property is currently zoned for high density residential, the structure located on

on the Subject Property is a single family home. Because of its location on Idaho Street, near 21st Street

and in a high traffic area, the structure is better suited for use as an office or professional building.

In addition, the Subject Property is in a predominately commercially zoned area and is surrounded by

other businesses.

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

The vicinity of the Subject Property is already a high traffic area that is subject to commercial use.

Adding a professional building will not increase traffic or present any foreseen consequences that

cannot be easily mitigated.

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

The proposed change should not cause any changes in delivery of services.

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

At this time, our intent is to use the existing structure as an office or professional building.

Thus, the property will not be extensively or intensely developed. We do plan to clean the property up

and improve the property, esthetically. Because of that, and the current uses of the surrounding

land, there should be no burden on the neighborhood, public infrastructure, or environmental

resources.

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

I do not believe this property is in a historic district.

APPLICANT'S CERTIFICATION

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

Signature: _____

Date: _____

The Property Owner hereby authorizes this application:

Signature: _____

Date: _____

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

QUESTIONS? Contact City Planner Joel Plaskon at 208-746-1318 x 7202

APPLICATION PROCESS

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

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

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

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

APPLICANT'S CHECKLIST

- ☐ Completed and signed application with supporting documents;
- ☐ Filing fee payable to the City of Lewiston;
- ☐ A correct legal description of the property;
- ☐ A site plan (11" x 17" or 8 1/2" x 11") to scale

EXHIBIT A
LEGAL DESCRIPTION OF THE PREMISES

PARCEL 1

Lot 12, Block 5, Mrs. S.C. Thompson's Second Addition to the City of Lewiston, Idaho, according to the recorded plat thereof, records of Nez Perce County, Idaho.

PARCEL 2

Lot Fourteen (14), Block Five (5), Mrs. S.C. Thompson's Second Addition to the City of Lewiston, Nez Perce County, Idaho, according to the official plat thereof, recorded in Book 1 of Plats, at page 151, records of Nez Perce County, Idaho.

PARCEL 3

Lot 10, Block 5, Mrs. S.C. Thompson's Second Addition to the City of Lewiston, Idaho, according to the recorded plat thereof, records of Nez Perce County, Idaho.

Ryan Houlihan
Houlihan Homes LLC
208-982-1561
HoulihanHomesLLC@gmail.com

Search Results:
0 Properties

Search Filters

Last Sale Date

to

Last Sale Price

to

Appraisal Value

to

Last Transfer Date

to

Owner Name

Owner Occupied

All

Vacant

☐ Y ☒ NO

Acreage

to

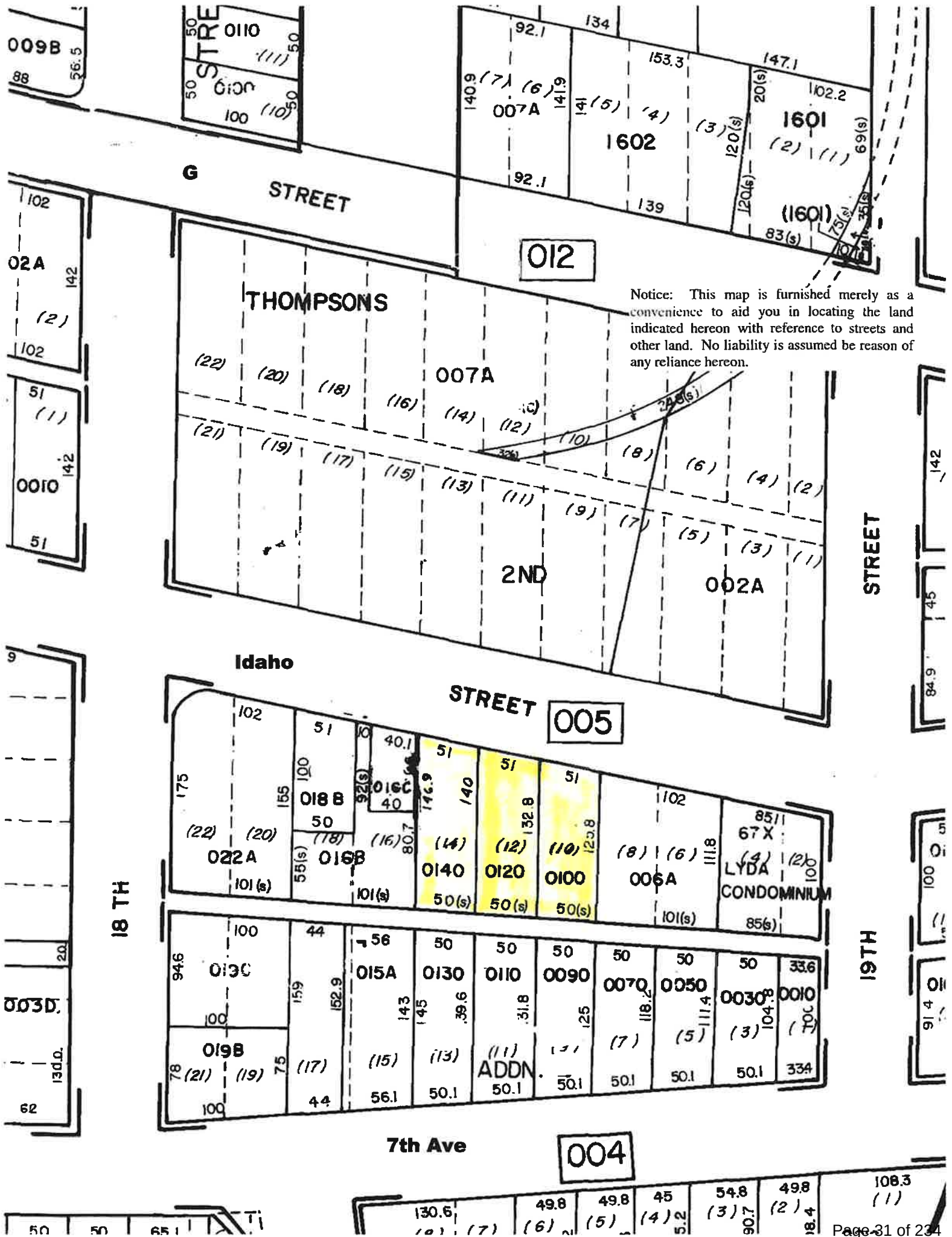
Year Built

to

Building Sq. Ft.



© 2023 Courthouse Retrieval System, Inc. All Rights Reserved.
Information Deemed Reliable But Not Guaranteed.



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

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

- I. APPLICATION NUMBER:
ZNC23-7
- II. APPLICANT'S NAME AND ADDRESS:
Keith Jacobs
316 3rd Street
Kamiah, ID 83536
- III. IDENTIFICATION AND/OR LOCATION OF SUBJECT PROPERTY:
1828 and 1832 Idaho Street
Also known as tax parcels RPL16700050140, RPL16700050120, RPL16700050100
- IV. DATE OF PUBLIC HEARING:
December 13, 2023
- V. NAME OF HEARING BODY:
Lewiston Planning and Zoning Commission
- VI. NATURE OF APPLICATION:
Rezone subject property from Higher Density Residential (R-4) Zone to General Commercial (C-4) Zone.
- VII. DECISION:
The Lewiston Planning and Zoning Commission recommends **APPROVAL** of ZNC23-7 to the Lewiston City Council.

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS
FOR ZNC23-7

Page 1 of 6

VIII. RELEVANT CONTESTED FACTS RELIED UPON:

The relevant contested facts relied upon are: None.

IX. RELEVANT CRITERIA AND STANDARDS:

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

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

The City Planner, Joel Plaskon, provided a presentation to the Commission summarizing the City's Staff Report and opinions/observations he had concerning the subject property and application. The Commission received information from City Planner, the Applicant, Keith Jacobs, and Ryan Houlihan, that the Applicant seeks the rezone of the property to convert the existing residential dwelling into a commercial law/business office using the existing structure. The subject property is located in Neighborhood Number 2 – Normal Hill. It has a Comprehensive Plan (Plan) future land use designation of Commercial. The Commission determined that the proposed rezone to the General Commercial (C-4) Zone is in conformance with the Plan because of the Plan's future land use designation of Commercial. The surrounding properties are a mix of commercial uses and higher density residential uses (residential uses are to the south of the subject property). The residential uses in the neighborhood are adequately separated from the proposed commercial use of the subject property by the topography of the area. The subject property is on a slope, with Idaho Street being at an elevation of approximately 750 feet and the alley to the south of the subject property at an elevation of approximately 770 feet. This topography does help provide a natural barrier between the commercial and residential uses in the neighborhood. Further, Idaho Street currently contains a mix of commercial buildings/uses and residential dwellings that have been converted to commercial businesses/uses.

Chapter 6 of the Plan, Land Use, lists Goal LU-1.0 "To promote orderly development and arrangement of land uses throughout the community; provide ample space for future growth, ensure the compatibility of adjacent land uses and follow sound environmental planning principals." and Goal LU-2.0 "Assure that there is sufficient commercially zoned land available in the City." The Commission determined that the proposed rezone is compatible with these goals based upon the information received from the Applicant and the staff report provided by the City Planner. They found that the proposed rezone and proposed commercial use of the subject property is compatible with adjacent residential development since Idaho Street has a mix of residential dwellings, commercial buildings, and commercial uses in residential buildings – such as the proposed usage of the subject property.

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

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS
FOR ZNC23-7

Page 2 of 6

The Commission received information from the City Planner and Applicant concerning the subject property related to its central location on a busy street (Idaho Street) and the proposed commercial use for the subject property. The Plan's future land use designation of Commercial supports a rezone from the Higher Density Residential (R-4) Zone to General Commercial (C-4) Zone. The subject property is located along the northern boundary of the Higher Density Residential (R-4) Zone and bordered on the west and north by property located within the General Commercial (C-4) Zone. The majority of properties along Idaho Street are located within the General Commercial (C-4) Zone, with only a few of the parcels being within the Higher Density Residential (R-4) Zone. The surrounding properties are a mix of commercial and high density residential uses, with commercial uses to the west and north of the subject property, and mostly to the east of the subject property (the property next to the subject property is within the Higher Density Residential (R-4) Zone, but the property next to that one is within the General Commercial (C-4) Zone).

The Applicant testified that the subject property was previously used as a residential rental property, but that he felt that the proposed business usage was in more conformance with the neighborhood than residential usage. The Commission noted that it believed the change of use of the residential dwelling to a commercial office building would bring stability to the subject property, especially with the proposed improvements to subject property that would be required to convert it for business use. Therefore, the Commission determined that the subject property is more suitable for the proposed commercial zone than its current single family residential use.

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

The Commission received information from the Applicant that the subject property currently contains a single family dwelling and a storage building/shop. The Commission also received information from the City Planner that the properties to the north are used commercially, including a wholesale retailer and a former building supply store that is now used as a storage lot with offices and parking. To the east of the subject property is a single family dwelling and then more commercial uses (hearing aid retailer, dental office, and other various business offices), and to the west are commercial uses such as a computer repair shop and a large multi-unit storage rental complex. Uses to the south of the subject property (across the alley and elevated from the subject property) are residential in nature, with a mixture of single family, duplex, and multi-family dwellings. The neighboring single family dwelling to the east (1842 Idaho Street) is separated from the subject property by a 51-foot-wide parcel that contains a detached garage, which is located on the southern end of that property. This property provides a buffer from the proposed office use of the subject property. The current commercial building located on the corner of Idaho Street and 19th Street is in closer proximity than the subject property is to the same residential dwelling. Lastly, the layout of the subject property would have future customers parking on the west side of the subject property, next to the existing commercial building on the west side of the subject property and away from the residential dwelling to the east of it.

The Commission found that the proposed rezone and business office use will seamlessly integrate into the existing neighborhood. The Applicant testified that he intended to restore the existing residential dwelling, while also converting it for commercial/business office usage. The Commission noted that the development of the subject property is in progress and will be done in compliance with Lewiston City Code, including obtaining all the necessary permits and review by City staff. The Commission found that the Plan's future land use designation of the subject property and proposed business office use is a lesser intensity use than some of the other commercial uses currently present in the neighborhood.

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

The Lewiston Fire Department provided written comment stating "Plans provided by an Idaho licensed architect and permits for associated work required for the change of occupancy prior to occupancy and/or business license approval." The City's Engineering Division of the Public Works Department commented: "Engineering has no objections to [the] zone change. Change of [the property's] use will require that frontage be brought up to ADA compliance."

Idaho Street is a collector street and the East Route bus route runs along this section of the street. The subject property is located in the middle of the block with 18th Street intersecting with Idaho Street to the west (18th is an arterial street), and 19th Street intersects with Idaho Street to the east (19th is a local road). The anticipated traffic from the proposed rezone will not adversely affect the current amount of traffic in the neighborhood.

The Commission received information from the City Planner that political subdivisions were notified of the proposed rezone application and only City departments provided comments. No objections from outside political subdivisions were received. The Commission noted that had other political subdivisions objected they would have provided comment to that effect.

The subject property is already served by City water and sewer service and located on an improved public right of way.

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

The Commission received information from the Applicant that the subject property currently contains a single family dwelling and a storage building/shop. The neighboring single family dwelling to the east (1842 Idaho Street) is separated from the subject property by a 51-foot-wide parcel that contains a detached garage, which is located on the southern end of that property. The residential uses in the neighborhood are also adequately separated from the proposed commercial use of the subject property by the topography of the area. This property provides a buffer from the proposed office use of the subject property. The Applicant

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS
FOR ZNC23-7

Page 4 of 6

testified that he intended to restore the existing residential dwelling, while also converting it for commercial/business office usage. The development of the subject property is in progress and will be done in compliance with Lewiston City Code, including obtaining all the necessary permits and review by City departments. He has also gone through the administrative process through the Public Works Department to obtain an encroachment permit as a result of his replacement of the existing fence along the south property line, which encroached upon the alleyway.

The Commission also received information from the City Planner that the surrounding properties are a mix of commercial uses and higher density residential uses (residential uses are to the south of the subject property). Many of the existing businesses in the area are located within buildings that had previously been residential dwellings that were converted to a business. The subject property would be of the same nature, and therefore, integrate seamlessly to its neighborhood. The Commission received one public comment in favor of the proposed rezone of the subject property, and no objections were received by the affected properties within 330 feet of the subject property or the public at-large.

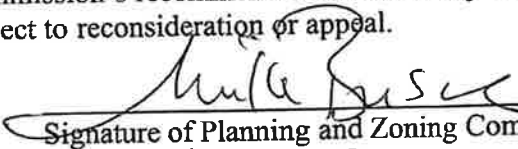
The Commission discussed the proposed business office use and the extensive work the applicant has already begun on the property clearing overgrown vegetation and replacing dilapidated fencing and outbuildings. The previous single family dwelling was noted to be a rental property and the Commission felt the change of use to an office building would bring stability to the property with the proposed improvements.

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

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

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

By:


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

Printed:

Mike Busch

Date of Signature:

12-27-23

ATTEST:



REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS
FOR ZNC23-7

Page 5 of 6

Dawn Ortiz, Community Development Office Supervisor

REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS
FOR ZNC23-7
Page 6 of 6

approved prior, as discussed herein above). The applicant has 12 months to apply for a permit to erect that billboard in order to vest that CUP. There was information in the reasoned statement of the glare and normal standards from ITD. Staff Ortiz confirmed that a sign permit was issued for that billboard on 4/11/2023 for a billboard via use of the permitting software used at Community Development.

There being no further public testimony, Chair Busch asked the applicant's representative for a rebuttal. Mr. Hobart asked to be able to make changes to current application request and come back before the commission with a new variance.

Commissioners Anderson and Ball, moved and seconded, respectively, to table CUP23-4 and VAR23-1 and allow applicant to make changes to current application and resubmit for a new hearing. Motion passed 4-0.

 D. PUBLIC HEARING AND SUBSEQUENT DELIBERATION AND DIRECTION TO STAFF REGARDING THE REASONED STATEMENT FOR REZONE APPLICATION ZNC23-7 BY KEITH JACOBS FOR 1828 AND 1832 IDAHO STREET. (ACTION ITEM)

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

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

Commissioner Ball asked for clarification if the house to the east accessed via the alley. Staff Plaskon stated yes.

There being no further questions of staff, Chair Busch asked the applicant for testimony. Ryan Houlihab 3808 Barr Rd, Lewiston ID and Keith Jacobs 310 Fraser Grade, Kamiah ID stated the three parcels would be rezoned for a law office that is family owned. Parcels do fall within the comprehensive plan and the parcels would be best used as a commercial use. It would not produce any burdens onto the current neighbors. They are working currently on the landscaping, restoring the historical look, and replacing a dilapidated fence. They are removing some of the accessory structures to allow for ADA parking. Will replace the drive access and replace 100 feet of the curb and gutter.

Commissioner Ball asked if the fencing was around all three lots. Mr. Jacobs stated the fencing along the alley way was replaced and the chain link fence across the front was replaced.

There being no further questions for the applicant, Chair Busch asked for public testimony. Staff Ortiz read voicemail received in favor of zone change. "Jim Albright with 1818 G Street Properties LLC is in favor of the zone change for ZNC23-7."

There being no further public comment and the applicant did not have any rebuttal Chair Busch closed the public hearing.

After discussion of relevant criteria, Commissioners Ball and Vice Chairperson Iacoboni moved and seconded, respectively, to direct staff to draft a Reasoned Statement recommending approving ZNC23-7 to the City Council. Motion passed 4-0.

IV. STAFF-COMMISSION COMMUNICATIONS:

A. Query of Commissioners for December 27, 2023 meeting.

Staff Plaskon updated the Commission on the Comprehensive Plan. There should be a draft presented and provided to the Commission shortly from the consultants. The next Steering Committee meeting is January 8th, 2024

All current commissioners plan to be in attendance for the December 27, 2023 meeting.

V. ADJOURN

There being no further business, Chairperson Busch and Commissioner Anderson moved and seconded, respectively, to adjourn. The motion carried 4-0 and the Planning and Zoning Commission adjourned at approximately 8:05 p.m.

RESPECTFULLY SUBMITTED,

Dawn Ortiz,
Recording Secretary

Chairperson or Acting Chairperson
Planning and Zoning Commission

Approved this _____ day of _____, 2023.

December 27, 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.

I. CALL TO ORDER

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

COMMISSIONERS EXCUSED: None.

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

II. CITIZEN COMMENTS

None

III. ACTIVE AGENDA

A. APPROVAL OF DECEMBER 13, 2023 MEETING MINUTES (ACTION ITEM)

Commissioners Ball and Anderson moved and seconded, respectively, approval of the December 13, 2023 meeting minutes. The motion carried 6-0.

B. APPROVAL OF THE REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS FOR CONDITIONAL USE PERMIT APPLICATION CUP23-5 BY BRIAN KRUEGER FOR 1407 POWERS AVE (ACTION ITEM):

Vice Chairperson Iacoboni and Commissioner Kelly moved and seconded, respectively, to approve the reasoned statement as presented. The motion carried 6-0.



C. APPROVAL OF THE REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS FOR REZONE APPLICATION ZNC23-7 BY KEITH JACOBS FOR 1828 AND 1832 IDAHO STREET (ACTION ITEM):

Commissioners Anderson and Brandon moved and seconded, respectively, to approve the reasoned statement as presented. The motion carried 6-0.

D. INITIATION OF ZONING CODE AMENDMENT ZA-03-23 TO CHANGE SEC. 37-193, PENALTY (ACTION ITEM):

Assistant City Attorney Tengono presented the request to the Commission to remove the word "petty" from "petty misdemeanor" because the State of Idaho

NOTICE OF PUBLIC HEARING

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

MONDAY, JANUARY 22, 2023 at 6:00 P.M.

**LEWISTON CITY LIBRARY
2ND FLOOR MEETING ROOM,
411 D STREET LEWISTON, ID 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 Youtube page or the City's website at cityoflewiston.org.

Testimony for public hearings may be made: in-person at the meeting, by emailing Tanya Brocke at tbrocke@cityoflewiston.org, or by calling (208) 746-3671 ext. 6202.

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

ZONE CHANGE PROPOSAL ZNC23-7 BY KEITH JACOBS OF KK JACOBS PROPERTIES, LLC: It is proposed that tax parcels RPL16700050140, PRL16700050120, and RPL16700050100, also known as 1828 and 1832 Idaho Street, be rezoned from the High Density Residential, R4, Zone to General Commercial, C4, Zone. The Planning and Zoning Commission recommended that the City Council approve this proposal after their public hearing conducted December 13, 2023.

Any person (or persons) may support or oppose the applicant's request. ***Persons receiving this notice are encouraged to provide testimony/comment.***

For further information on the above zoning action, the public hearing process, or appeal process, please contact the Community Development Department at (208) 746-1318, ext. 7261 or khollingshead@cityoflewiston.org. Our offices are located at 215 'D' Street, Lewiston. Business hours are Monday through Friday, 8:00 a.m. to 5:00 p.m.

Notice of this public hearing was mailed on 1/5/2024 and 39 persons were noticed.

The City of Lewiston is committed to providing access and reasonable accommodation in its services, programs, and activities and encourages qualified persons with disabilities to participate. If you anticipate needing any type of accommodation or have questions about the physical access provided at this meeting, please contact the meeting coordinator at least forty-eight (48) hours in advance of the meeting at (208) 746-1318, ext. 7202.

OWNER1	OWNER2	MAIL_ADD1	MAIL_CITY	MAIL_ST	MAIL_ZIP	SITE_ADD
1818 G STREET L L C		24296 MEMORY LN	JULIAETTA	ID	83535	1818 G ST
ARBOR COURT LLC	LAUDER MANAGEMENT	301 S MAIN ST	MOSCOW	ID	83843	1801 7TH AVE
BBA PROPERTIES LLC		PO BOX 874	LEWISTON	ID	83501	1811 7TH AVE
BECKLEY CHADRIK G		6672 WAPITI DR	LEWISTON	ID	83501	1850 IDAHO ST
BIRDSELL BRUCE R		P O BOX 324	LEWISTON	ID	83501	1836 7TH AVE
BOYER BRYAN &	BOYER EMILY	1724 IDAHO ST	LEWISTON	ID	83501	1724 IDAHO ST
CHESNUT LOIS		758 20TH AVE	CLARKSTON	WA	99403	1900 IDAHO ST
CURTIS PETER T		726 WARNER AVE	LEWISTON	ID	83501	1820 7TH AVE
DIXON PATRICK A		1847 7TH AVE	LEWISTON	ID	83501	1847 7TH AVE
HANCOCK ADAM WAYNE		1851 7TH AVE	LEWISTON	ID	83501	1851 7TH AVE
JOHNSON SUZAN KERRIE		33954 SETTLERS LN	LENORE	ID	83541	1842 IDAHO ST
KCLB LLC		1223 3RD ST	LEWISTON	ID	83501	1828 IDAHO ST
KELLOGG GARY F &	KELLOGG RANDI V	1410 E DEERSKIN ST	PAHRUMP	NV	89048	1802 IDAHO ST
KISSLER ENTERPRISES LTD PTR		1125 W AMITY RD	BOISE	ID	83705	326 18TH ST
KNIGHT MONTE A &	KNIGHT SHARON	1843 7TH AVE	LEWISTON	ID	83501	1843 7TH AVE
LINDSTROM BRADLEY &	LINDSTROM DELISA	605 SW CHERRY LN	PULLMAN	WA	99163	1835 7TH AVE
MCCLURE DARYA S		1827 7TH AVE UNIT A	LEWISTON	ID	83501	1827 7TH AVE
RENCH ALYSSA N &	RENCH PATRICK E	1834 7TH AVE	LEWISTON	ID	83501	1834 7TH AVE
SANCHEZ MICHAEL W		423 18TH ST	LEWISTON	ID	83501	423 18TH ST
SBC MANAGEMENT LLC	COMBELICK STEPHEN	5222 NW BLUFF DR	PARKVILLE	MO	64152	1901 7TH AVE
SILVERS SUSAN E TRUST		15107 WESTSIDE LN	LEWISTON	ID	83501	1838 7TH AVE
SIX SETH &	SIX JESSICA &	430 18TH ST UNIT A	LEWISTON	ID	83501	430 18TH ST
THAIN PROPERTIES L L C		651 THAIN RD STE B	LEWISTON	ID	83501	307 19TH ST
TILTON JOHN L &	TILTON NOLA K	1823 7TH AVE	LEWISTON	ID	83501	1823 7TH AVE
TODD BLAKE	ATTY-IN-FACT FOR WORKMAN'S	P O BOX 359	LEWISTON	ID	83501	1901 IDAHO ST
TUTCHER VIRGINIA A CARGILL	ROBERT SCOTT CARGILL	302 11TH AVE	LEWISTON	ID	83501	319 19TH ST
U R M STORES INC		P O BOX 3365	SPOKANE	WA	99220-3365	1846 G ST
WEDDLE DONNITA REVOCABLE TRUST		P O BOX 762	LEWISTON	ID	83501	1825 7TH AVE
WISEMORE JACOB D &	WISEMORE DIAMOND TENISE	21909 128TH ST E	BONNEY LAKE	WA	98391	1828 7TH AVE
WYMAN RICHARD J &	WYMAN MARILEE E	1839 7TH AVE	LEWISTON	ID	83501	1839 7TH AVE
ZIPSE KYLE &	ZIPSE CAMAS	7180 S PARKRIDGE BLVD	SPOKANE	WA	99224	1904 IDAHO ST
LEWISTON ORCHARDS SEWER DISTRICT		PO BOX 1122	LEWISTON	ID	83501	
LEWISTON INDEPENDENT SCHOOL DISTRICT BOARD OF DIRECTORS		3317 12TH STREET	LEWISTON	ID	83501	
CENTRAL ORCHARDS SEWER DISTRICT BOARD OF DIRECTORS		1522 POWERS AVE	LEWISTON	ID	83501	
LEWISTON ORCHARDS IRRIGATION DISTRICT BOARD OF DIRECTORS		1520 POWERS AVE	LEWISTON	ID	83501	
LEWISTON-NEZ PERCE COUNTY AIRPORT AUTHORITY BOARD		406 BURRELL AVE	LEWISTON	ID	83501	
PORT OF LEWISTON BOARD OF COMMISSIONERS		1626 6TH AVE NORTH	LEWISTON	ID	83501	
NEZ PERCE COUNTY BOARD OF COMMISSIONERS		PO BOX 896	LEWISTON	ID	83501	
WATER DISTRIBUTION OFFICE	ATTN: BRYAN LACY	2505 16TH AVE	LEWISTON	ID	83501	

8 Political Entities

31 Property Owners

39 Total notified



Lewiston

Katie Hollingshead <khollingshead@cityoflewiston.org>

Fwd: zone change ZNC23-7

1 message

Tanya Brocke <tbrocke@cityoflewiston.org>

Thu, Jan 11, 2024 at 2:10 PM

To: Lewiston City Council <lewistoncitycouncil@cityoflewiston.org>

Cc: Katie Hollingshead <khollingshead@cityoflewiston.org>, Jennifer Tengono <jtengono@cityoflewiston.org>

Good afternoon,

Please see the below email regarding ZNC23-7. The public hearing is scheduled for the January 22, 2024 City Council meeting.

Best,



Tanya M. Brocke

City Clerk

City of Lewiston

o: 208.746.3671 ext.6202

1134 F St. Lewiston, ID 83501

tbrocke@cityoflewiston.org

www.cityoflewiston.org



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

From: **Holly Boyle** <thboyle@cpcinternet.com>

Date: Thu, Jan 11, 2024 at 1:33 PM

Subject: zone change ZNC23-7

To: <tbrocke@cityoflewiston.org>

Hi Tanya,

1818 G. Street LLC supports the zone change proposal ZNC23-7.

Thank you,

Jim Albright

Bill Candler

Holly Boyle

1818 G. Street LLC

NOTICE OF PUBLIC HEARING

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

WEDNESDAY DECEMBER 13, 2023 at 5:30 P.M.

COMMUNITY DEVELOPMENT DEPARTMENT BUILDING

2ND FLOOR MEETING ROOM,

215 D STREET LEWISTON, ID 83501

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

Testimony for public hearings may be made: in-person at the meeting, by emailing Dawn Ortiz at dortiz@cityoflewiston.org, or by calling (208) 798-2570 and leaving a message.

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

ZONE CHANGE PROPOSAL ZNC23-7 BY KEITH JACOBS OF KK JACOBS PROPERTIES, LLC: It is proposed that tax parcels RPL16700050140, RPL16700050120, and RPL16700050100, also known as 1828 and 1832 Idaho Street, be rezoned from High Density Residential, R4, Zone to General Commercial, C4, Zone.

Any person (or persons) aggrieved, may support or oppose the Applicant's request. Persons receiving this notice are encouraged to provide testimony/comment.

For further information on the above zoning action, the public hearing process, or appeal process, please contact the Community Development Department at (208) 746-1318, ext. 7261 or khollingshead@cityoflewiston.org. Our offices are located at 215 'D' Street, Lewiston. Business hours are Monday through Friday, 8:00 a.m. to 5:00 p.m.

Notice of this public hearing was mailed on November 20, 2023 and 35 persons were noticed.

The City of Lewiston is committed to providing access and reasonable accommodation in its services, programs, and activities and encourages qualified persons with disabilities to participate. If you anticipate needing any type of accommodation or have questions about the physical access provided at this meeting, please contact the meeting coordinator at least forty-eight (48) hours in advance of the meeting at (208) 746-1318, ext. 7202.

City of Lewiston



OWNER1	OWNER2	IN_CARE_OF	MAIL_ADD1	MAIL_CITY	MAIL_ST	MAIL_ZIP	SITE_ADD
HANCOCK ADAM WAYNE			1851 7TH AVE	LEWISTON	ID	83501	1851 7TH AVE
LINDSTROM BRADLEY &	LINDSTROM DELISA		605 SW CHERRY LN	PULLMAN	WA	99163	1835 7TH AVE
ZIPSE KYLE &	ZIPSE CAMAS		7180 S PARKRIDGE BLVD	SPOKANE	WA	99224	1904 IDAHO ST
SILVERS SUSAN E TRUST			15107 WESTSIDE LN	LEWISTON	ID	83501	1838 7TH AVE
TILTON JOHN L &	TILTON NOLA K		1823 7TH AVE	LEWISTON	ID	83501	1823 7TH AVE
CURTIS PETER T			726 WARNER AVE	LEWISTON	ID	83501	1820 7TH AVE
DIXON PATRICK A			1847 7TH AVE	LEWISTON	ID	83501	1847 7TH AVE
ARBOR COURT LLC		LAUDER MANAGEMENT	301 S MAIN ST	MOSCOW	ID	83843	1801 7TH AVE
KNIGHT MONTE A &	KNIGHT SHARON		1843 7TH AVE	LEWISTON	ID	83501	1843 7TH AVE
RENCH ALYSSA N &	RENCH PATRICK E		1834 7TH AVE	LEWISTON	ID	83501	1834 7TH AVE
BECKLEY CHADRICK G			6672 WAPITI DR	LEWISTON	ID	83501	1850 IDAHO ST
SIX SETH &	SIX JESSICA &		430 18TH ST UNIT A	LEWISTON	ID	83501	430 18TH ST
TODD BLAKE	ATTY-IN-FACT FOR WORKMAN'S		P O BOX 359	LEWISTON	ID	83501	1901 IDAHO ST
ARBOR COURT LLC		LAUDER MANAGEMENT	301 S MAIN ST	MOSCOW	ID	83843	1818 7TH AVE
BOYER BRYAN &	BOYER EMILY		1724 IDAHO ST	LEWISTON	ID	83501	1724 IDAHO ST
KISSLER ENTERPRISES LTD PTR			1125 W AMITY RD	BOISE	ID	83705	326 18TH ST
THAIN PROPERTIES LLC			651 THAIN RD STE B	LEWISTON	ID	83501	307 19TH ST
ARBOR COURT LLC		LAUDER MANAGEMENT	301 S MAIN ST	MOSCOW	ID	83843	1802 7TH AVE
MCCURE DARYA S			1827 7TH AVE UNIT A	LEWISTON	ID	83501	1827 7TH AVE
WEDDIE DONNITA REVOCABLE TRUST			P O BOX 762	LEWISTON	ID	83501	1825 7TH AVE
BIRDSELL BRUCE R			P O BOX 324	LEWISTON	ID	83501	1836 7TH AVE
KCLB LLC			1223 3RD ST	LEWISTON	ID	83501	1828 IDAHO ST
BOYER BRYAN &	BOYER EMILY		1724 IDAHO ST	LEWISTON	ID	83501	
WYMAN RICHARD J &	WYMAN MARILEE E		1839 7TH AVE	LEWISTON	ID	83501	1839 7TH AVE
U R M STORES INC			P O BOX 3365	SPOKANE	WA	99220-336	1846 G ST
SBC MANAGEMENT LLC		COMBELLUCK STEPHEN	5222 NW BLUFF DR	PARKVILLE	MO	64152	1901 7TH AVE
CHESNUT LOIS			758 20TH AVE	CLARKSTON	WA	99403	1900 IDAHO ST
1818 G STREET LLC			24296 MEMORY LN	JULIAETTA	ID	83501	1818 G ST
TUTCHER VIRGINIA A CARGILL		ROBERT SCOTT CARGILL	302 11TH AVE	LEWISTON	ID	83501	319 19TH ST
BECKLEY CHADRICK G			6672 WAPITI DR	LEWISTON	ID	83501	1850 IDAHO ST
JOHNSON SUZAN KERRIE			33954 SETTLERS LN	LENORE	ID	83541	1842 IDAHO ST
KELLOGG GARY F &	KELLOGG RANDI V		1410 E DEERSKIN ST	PAHRUMP	NV	89048	1802 IDAHO ST
WISEMORE JACOB D &	WISEMORE DIAMOND TENISE		21909 128TH ST E	BONNEY LAKE	WA	98391	1828 7TH AVE
BBA PROPERTIES LLC			PO BOX 874	LEWISTON	ID	83501	1811 7TH AVE
SANCHEZ MICHAEL W			423 18TH ST	LEWISTON	ID	83501	423 18TH ST



PLANNER'S STAFF REPORT

COMMUNITY DEVELOPMENT DEPARTMENT

Date: 11/22/2023

Case File Number: ZNC23-7

Applicant:

Keith Jacobs
316 3rd Street
Kamiah, ID 83536

Property Owner:

KK Jacobs Properties, LLC
316 3rd Street
Kamiah, ID 83536

Site Location:

1828 Idaho Street
Lewiston, ID 83501

Request/Proposal: The applicant requests that the tax parcels RPL16700050140, RPL16700050120, and RPL16700050100, also known as 1828 and 1832 Idaho Street, be rezoned from High Density Residential, R4, Zone to General Commercial, C4, Zone.

Subject Property and Surrounding Land Uses:

The subject property currently contains a single family dwelling and a storage building. To the north are commercial uses such as a wholesale retailer and a former building supply store that is now used as a storage lot with offices and parking. To the east is a single family dwelling and then more commercial uses (hearing aid retailer, dentist office, various business offices) and to the west are commercial uses such as a computer repair shop and a large storage unit

ZNC23-7

complex. Uses to the south (across the alley) are residential with a mixture of single family, duplex and multi-family dwellings.

Related Or Other Pending Discretionary Actions:

None.

Flood Plain, Wetlands, EPA Regulated Site:

NA

Code References:

DIVISION 9. - HIGHER DENSITY RESIDENTIAL ZONE R-4

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

- (a) *Purpose.* To accommodate a compatible mixture of residential uses in proximity to major community facilities, employers, arterials and commercial developments. Such uses generally serve as transition or buffer zones between major arterials or more intensively developed areas and residential districts.

(Ord. No. 4108, § 2, 8-15-94; Ord. No. 4249, § 20, 10-25-99)

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

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

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

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

(3) Class A manufactured home;

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

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

(6) Hospital;

(7) Intermediate care facility, subject to the special conditions of [section 37-44.1](#)(1) of this Code;

(8) Long-term care facility, subject to the special conditions of [section 37-44.1](#)(2) of this Code;

(9) Manufactured home park, subject to the provisions of [chapter 23](#) of this Code, with a maximum density of eighteen (18) dwelling units per acre;

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

(11) Multifamily dwelling, meeting the standards of [section 37-124.1](#) of this Code;

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

(13) Single-family dwelling;

(14) Small lot development subject to the requirements of [section 37-33](#) of this Code, standards for small lot development;

(15) Tiny house village, subject to the provisions of [chapter 23](#) of this Code, with a maximum density of eighteen (18) dwelling units per acre;

(16) Two-family dwelling.

(Ord. No. 4108, § 2, 8-15-94; Ord. No. 4161, § 6, 7-1-96; Ord. No. 4249, § 21, 10-25-99; Ord. No. 4385, § 9, 2-14-05; Ord. No. 4386, § 4, 2-14-05; Ord. No. 4433, § 5, 1-9-06; Ord. No. 4499, § 2, 1-28-08; Ord. No. 4676, § 18, 11-28-16; [Ord. No. 4841](#), § 10, 11-14-22)

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

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

(1) Repealed by Ord. No. 4742.

(2) Day care center, subject to the special conditions of [section 37-20.1](#)(5) of this Code;

(3) Dormitory, subject to the special conditions of [section 37-44.1](#) of this Code;

(4) Group day care, subject to the special conditions of [section 37-13.1](#)(3) of this Code;

(5) Intensification, or expansion of commercial uses of ten (10) percent of the building area or more which were legally established and licensed for business and occupation;

(6) Noncommercial kennel, subject to the commercial kennel standards of [section 37-163](#)(15) of this Code;

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

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

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

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

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

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

• **Sec. 37-53. - Lot size.**

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

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

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

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

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

• **Sec. 37-54. - Yards.**

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

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

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

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

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

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

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

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

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

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

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

In an R-4 zone no building shall exceed a height of sixty (60) feet.

(Ord. No. 4108, § 2, 8-15-94)

DIVISION 15. - GENERAL COMMERCIAL ZONE C-4

- **Sec. 37-70. - General commercial zone C-4.**

(a) *Purpose.* To provide areas to serve the city and regional needs for commercial goods and services. Such areas shall be compatible with adjacent residential development.

(Ord. No. 4108, § 2, 8-15-94; Ord. No. 4249, § 34, 10-25-99)

Sec. 37-71. - Uses permitted outright.

In a C-4 zone the following uses and their accessory uses are permitted outright subject to the standards of article IV:

- (1) Auto, boat, manufactured home, recreational vehicle, heavy equipment sales and service;
- (2) Building supply outlet;
- (3) Business or professional offices;
- (4) Car wash, subject to the special conditions of [section 37-60.1](#)(1) of this Code;
- (5) Commercial entertainment facility, subject to the special conditions of [section 37-69.1](#)(3) of this Code;
- (6) Day care center, subject to the special conditions of [section 37-20.1](#)(5) of this Code;
- (7) Eating or drinking establishment;
- (8) Financial institutions;
- (9) Greenhouses and nurseries;
- (10) Laundry and dry cleaners;

- (11) Mini-storage, subject to the special conditions of [section 37-69.1\(1\)](#) of this Code;
 - (12) Mortuary;
 - (13) Motel/hotel;
 - (14) Multifamily residential uses not on the ground floor of a building;
 - (15) Personal services;
 - (16) Preschool, subject to the special conditions of [section 37-20.1\(6\)](#) of this Code;
 - (17) Public or governmental offices or semi-public uses which uses are similar to other uses permitted outright in this zone;
 - (18) Residential uses legally established as of December 31, 2004;
 - (19) Retail sales and service;
 - (20) Service station, subject to the special conditions of [section 37-60.1\(2\)](#) of this Code;
 - (21) Repealed by Ord. No. 4742.
 - (22) Repealed by Ord. No. 4742.
 - (23) Repealed by Ord. No. 4753.
 - (24) Veterinary clinic or kennel, subject to the special conditions of [section 37-69.1\(2\)](#) of this Code;
 - (25) Recreational vehicle park, subject to the provisions of [chapter 23](#), article II of this Code;
 - (26) Church.
- (Ord. No. 4108, § 2, 8-15-94; Ord. No. 4249, § 35, 10-25-99; Ord. No. 4322, § 4, 12-9-02; Ord. No. 4346, § 2, 11-17-03; Ord. No. 4390, § 4, 2-14-05; Ord. No. 4398, § 13, 1-9-06; Ord. No. 4531, § 8, 7-13-09; Ord. No. 4698, § 17, 10-30-17; Ord. No. 4742, § 2P, 8-19-19; Ord. No. 4753, § 5, 12-14-19)

-
-

Sec. 37-72. - Conditional uses permitted.

In a C-4 zone, the following uses and their accessory uses are permitted when authorized in accordance with the provisions of articles IV and IX:

- (1) Tire recapping;
- (2) Truck terminal;
- (3) Multifamily residential when located on the ground floor of a structure;

ZNC23-7

- (4) Wholesale warehouse;
- (5) Adult bookstore;
- (6) Adult theaters;
- (7) Adult entertainment facility;
- (8) Other public use, or any use conducted by a private company or nonprofit organization that is substantially the same as or substantially similar to a use normally conducted by a public agency;
- (9) Other semi-public use, or any use conducted by a private company or nonprofit organization that is substantially the same as or substantially similar to a use normally conducted by a semi-public agency;
- (10) Repealed by Ord. No. 4753.
- (11) Homeless shelter, subject to the standards of [section 37-125](#) of this Code;
- (12) Other general commercial uses which are not permitted outright but which are consistent with the purpose of the C-4 zone, and are not detrimental to any of the outright permitted uses or other existing conditional uses or to nearby residential uses;
- (13) Replacement of a nonconforming commercial use located abutting a principal or minor arterial street, as identified in the Lewiston Comprehensive Transportation Plan, subject to standards of [section 37-163](#)(17) of this Code;
- (14) Replacement of a nonconforming residential use not located abutting a principal or minor arterial street, as identified in the Lewiston Comprehensive Transportation Plan, subject to setback and yard requirements of the R-2 zone;
- (15) A nonconforming commercial use may expand to bring that use into compliance with the requirements of this chapter, article VII, off-street parking and loading. Such nonconforming commercial use may expand onto a separate parcel containing a conforming use where that parcel is abutting the nonconforming use for purposes of parking only;
- (16) Bridge housing shelter, subject to the standards of [section 37-125](#) of this Code;
- (17) Transitional housing village, subject to the provisions of [chapter 42](#) of this Code.

(Ord. No. 4108, § 2, 8-15-94; Ord. No. 4249, § 36, 10-25-99; Ord. No. 4328, § 2, 3-24-03; Ord. No. 4346, § 2, 11-17-03; Ord. No. 4689, § 4, 4-24-17; Ord. No. 4753, § 6, 12-14-19; Ord. No. 4799, § 14, 3-8-21; Ord. No. 4838, § 2, 12-13-21; [Ord. No. 4841](#), § 13, 11-14-22)

- **Sec. 37-73. - Development standards.**

In a C-4 zone, the following development standards shall apply and be in force:

- (1) *Maximum height for buildings.* Sixty (60) feet.

(2) *Maximum lot coverage.* None.

(3) *Minimum lot size.* None.

(4) *Minimum front yard.* None except property abutting Thain Road shall have a twenty-foot minimum.

(5) *Minimum side yard.* None except fifteen (15) feet when a property abuts a residential zone.

(6) *Minimum rear yard.* None except fifteen (15) feet when a property abuts a residential zone.

(7) *Signs.* Signs shall be subject to the restrictions enumerated in the sign ordinance of the city.

(8) *Off-street parking.* Off-street parking shall be subject to the requirements enumerated in article VII.

(9) *Minimum screening.* Side or rear yards abutting residential zones shall be screened by means of a sight obscuring fence or approved landscaping materials. Such screening shall be installed prior to the issuance of an occupancy permit.

(10) *Sidewalks.* Portland cement concrete sidewalks shall be required in all commercial zones. See [section 32-45\(c\)](#) of this Code.

(Ord. No. 4108, § 2, 8-15-94)

- **Sec. 37-74. - Reserved.**
- **Sec. 37-75. - Temporary conditional use.**

The purpose of the temporary conditional use in a C-4 zone is to enable a better temporary use of certain existing structures to ease their transition from certain light industrial uses to general commercial uses in compliance with the goals and purposes of the comprehensive plan of the City of Lewiston.

In a C-4 zone, the temporary conditional uses of fabricating and assembly operations may be permitted only if the following conditions have been met:

(1) The use shall only apply to existing structures and shall be compatible with the existing structures on the subject property. No exterior construction which substantially alters the existing structure shall be permitted by the grant of this conditional use and the building must be inspected by a building official.

(2) For the purposes of this section, an existing structure is one that was constructed prior to January 1, 1981.

(3) The use shall be compatible with all uses in existence within the surrounding area in that it will not create an adverse impact on traffic, noise levels, fire safety standards, clean air standards, water purity standards or detract from the nature and character of the surrounding uses.

(4) The temporary conditional use shall not be granted outright and shall be strictly controlled, subject to such conditions as may be directed by the commission or the council to insure that the use shall be compatible as set forth in subsection (3) herein.

(5) The temporary conditional use shall be granted only after following the same procedure for conditional uses in accordance with articles IV and IX.

(6) The allowance of a temporary conditional use shall not grant the applicant any permanent rights in the use of the property. The temporary conditional use shall automatically terminate upon the expiration of a period of time to be set by the commission or the council which period of time shall in no event exceed five (5) years. Nothing shall prevent the holder of a temporary conditional use from applying for a new temporary conditional use for the same or similar purposes at, near or after the expiration date of a temporary conditional use granted pursuant to this section. Such an application shall be treated in all respects as a new application.

(7) In any hearing concerning the allowance of a temporary conditional use pursuant to this section, the commission or the council shall consider and make findings and conclusions concerning the following:

- a. Specific findings with respect to subsections (1) through (6) of this section; and
- b. The nature and extent of the temporary conditional use shall be specifically set forth by the commission and the council and no implied use shall arise therefrom; and
- c. That the trend of the use of the area to general commercial use will not be impeded by the length of time for which the temporary conditional use is allowed.

(Ord. No. 4108, § 2, 8-15-94)

ARTICLE XII. AMENDMENTS

Sec. 37-178. Authorization to initiate amendments. [SHARE](#)

An amendment to the text of this chapter or to the official zoning map may be initiated by the council, by the commission, or by the property owner. A property owner may initiate a request for an amendment by filing an application with the community development department using forms prescribed in Article XIII. The application shall be submitted at least twenty (20) working days prior to the meeting of the planning and zoning commission at which it will be considered. (Ord. No. 4108, § 2, 8-15-94)

Sec. 37-179. Public hearing and records of amendments. [SHARE](#)

The commission shall hold a public hearing on every requested change in zoning district boundaries in accordance with section [37-184](#) of this chapter. Its recommendations on each request zone change shall be transmitted to the city council. No zone change shall be accomplished other than by ordinance duly passed by the city council. The city clerk shall

maintain records of amendments to this chapter in a form convenient for use by the public.
(Ord. No. 4108, § 2, 8-15-94)

Sec. 37-180. Accordance with adopted comprehensive plan.

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

If the commission determines the requested change is not in accord with the adopted comprehensive plan, the commission may either deny the request or recommend to the council an appropriate amendment to the plan. The council may adopt or reject the amendment under the procedures provided in Idaho Code, Section [67-6509](#). After the plan is amended, the zoning map may be amended in conformity therewith. (Ord. No. 4108, § 2, 8-15-94; Ord. No. 4344, § 4, 11-17-03)

Comprehensive Plan:

The subject property is located in Neighborhood 2, Normal Hill and has a Comprehensive Plan future land use designation of Commercial.

Relevant statements from the Comprehensive Plan include the following:

CHAPTER 6. LAND USE

GOAL (LU-1.0): To promote orderly development and arrangement of land uses throughout the community; provide ample space for future growth, ensure the compatibility of adjacent land uses and follow sound environmental planning principals.

GOAL (LU-2.0): Assure that there is sufficient commercially zoned land available in the City.

OBJECTIVES: LU-2.1: Review and revise the Comprehensive Land Use Plan Map as necessary to assure that sufficient land is available in each commercial zone, particularly those accommodating local commercial services and those serving the travelling public. Such review should occur every three years, or more frequently, if necessary. Resulting expansions to commercial zones should be in conformance with the other goals and objectives of this plan.

LU-2.2: Review the zoning ordinance to assure that commercial zoning designations accommodate varied commercial activities sufficiently, while protecting adjacent land uses. Assure that commercial zoning designations have distinct and meaningful differences that fulfill a planning purpose. Revise the zoning ordinance as necessary.

GOAL (LU-10.0): To the extent that the demand for commercial land can be accommodated, encourage the concentration of new and existing commercial uses in existing commercial areas.

Chapter 10, Transportation.

Idaho Street is a collector street. 18th Street to the west is an arterial and 19th Street to the east is a local road.

Although there is not a bus stop along Idaho Street, the subject property is located on the East Route bus route.

Input From Other Departments/Agencies:

The Fire Department commented; "Plans provided by an Idaho licensed architect and permits for associated work required for the change of occupancy prior to occupancy and/or business license approval."

The Engineering Division of the Public Works Department commented; "Engineering has no objections to zone change. Change of use will require that frontage be brought up to ADA compliance."

Analysis:

The subject property is three parcels, totaling .468 acres of land, with a single family dwelling and an accessory building currently on the property. The applicant proposes to rezone the property to the General Commercial, C4, zone, so that they can convert the existing single family dwelling into a business office. The properties to the north and west are zoned C4 and the Comprehensive Plans calls for a future land use of commercial in this section of Idaho Street.

Surrounding properties are a mix of commercial uses and high density residential uses (residential uses to the south of the subject property). The subject property is on a slope, with Idaho Street being at an elevation of approximately 750 feet and the alley to the south of the subject project at an elevation of approximately 770 feet. This topography does help to provide a natural barrier between the commercial and residential uses. In addition to the topography, the built environment also provides distance between the commercial and residential uses, with the existing single family dwelling on the subject property situated adjacent to the right of way line on Idaho Street and the adjacent properties to the south, across the alley, having their buildings very close to the right of way on 7th Ave (utilizing the northern portion of those properties for off street parking for tenants).

The neighboring single family dwelling to the east (1842 Idaho Street) is separated from the existing single family dwelling on the subject property by a 51 foot wide parcel that contains a detached garage on the southern end of the parcel. This parcel provides a buffer from the proposed office to that single family dwelling. The existing office building at the corner of Idaho Street and 19th Street is currently located closer in proximity than the subject property's building.

Idaho Street is a collector street and the East Route bus route runs along this section. The subject property is located in the middle of the block with 18th Street intersecting with Idaho Street to the west (18th is an arterial street) and 19th Street intersecting with Idaho Street to the east (19th is a local road).

Relevant Criteria and Standards:

See attached worksheet.

Prepared By:

Katie Hollingshead

(208) 746-1318, ext. 7261

khollingshead@cityoflewiston.org

P.O.Box 617

Lewiston, ID 83501

City of Lewiston



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.

City of Lewiston



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.



CITY COUNCIL MEETING AGENDA ITEM SUMMARY

ITEM TITLE ORDINANCE 4909 - FIRST READING	AGENDA NO. V. B. AGENDA DATE: January 22, 2024
ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.) The Planning and Zoning Commission conducted a public hearing on this matter on December 13, 2023 to consider an application to rezone tax parcels RPL16700050140, RPL16700050120 and RPL16700050100, also known as 1828 and 1832 Idaho Street. The subject property is proposed to be rezoned from Higher Density Residential, R4, Zone to General Commercial, C4, Zone. The Planning and Zoning Commission voted unanimously to recommend approval to City Council, after having received a single public testimony, in support of, the application. The subject property currently contains a single family dwelling and a storage building. To the north are commercial uses such as a wholesale retailer and a former building supply store that is now used as a storage lot with offices and parking. To the east is a single family dwelling and then more commercial uses (hearing aid retailer, dentist office, various business offices) and to the west are commercial uses such as a computer repair shop and a large storage unit complex. Uses to the south (across the alley) are residential with a mixture of single family, duplex and multi-family dwellings. The subject property is located in Neighborhood 3, Normal Hill and has a future land use designation of Commercial. Following the public hearing, the Planning and Zoning Commission voted 6-0 to direct staff to draft the Reasoned Statement recommending approval of ZNC23-7 to Council. On December 27, 2023, the Planning and Zoning Commission approved its Reasoned Statement – formally recommending approval of ZNC23-7 to Council at that time.	
BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources) None.	
ACTION PROPOSED The Planning and Zoning Commission recommends that the Council approve ZNC23-7 via Ordinance 4909.	

CITY ORDINANCE NO. 4909

AN ORDINANCE OF THE CITY OF LEWISTON IMPLEMENTING THE CITY COUNCIL'S DECISION IN ZNC23-7, DECLARING THAT CERTAIN REAL PROPERTY BE REMOVED FROM THE HIGHER DENSITY RESIDENTIAL (R-4) ZONE TO THE GENERAL COMMERCIAL (C-4) ZONE; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF LEWISTON; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the real property described in Section 1 is within the Higher Density Residential (R-4) Zone, and consists of an approximately 0.474-acre parcel of land generally located south of Idaho Street between 18th Street and 19th Street, commonly known as 1828 and 1832 Idaho Street, and also identified as Tax Parcels RPL16700050140, RPL16700050120, and RPL16700050100;

WHEREAS, on December 13, 2023, the Lewiston Planning and Zoning Commission held a duly noticed public hearing to consider ZNC23-7, an application to rezone the above-described real property to the General Commercial (C-4) Zone, and recommended approval of ZNC23-7 to the Lewiston City Council on January 22, 2024; and

WHEREAS, on January 22, 2024, the Lewiston City Council held a duly noticed public hearing to consider ZNC23-7, and subsequently completed a written Reasoned Statement, all in accordance with Idaho Code §§ 67-6509, 67-6511 and 67-6535.

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

SECTION 1: The following described real property situated within the City of Lewiston, Idaho is hereby removed from the Higher Density Residential (R-4) Zone, and included in the General Commercial (C-4) Zone, as defined by the Zoning Ordinance of the City of Lewiston, Idaho:

PARCEL 1

Lot 12, Block 5, Mrs. S.C. Thompson's Second Addition to the City of Lewiston, Idaho, according to the recorded plat thereof, records of Nez Perce County, Idaho.

PARCEL 2

Lot Fourteen (14), Block Five (5), Mrs. S.C. Thompson's Second Addition to the City of Lewiston, Nez Perce County, Idaho, according to the official plat thereof, recorded in Book 1 of Plats, at page 151, records of Nez Perce County, Idaho.

PARCEL 3

Lot 10, Block 5, Mrs. S.C. Thompson's Second Addition to the City of Lewiston, Idaho, according to the recorded plat thereof, records of Nez Perce County, Idaho.

The above referenced real property has street addresses of 1828 and 1832 Idaho Street, Lewiston, Idaho 83501.

SECTION 2: The Zoning Map of the City of Lewiston is hereby amended to remove said real property described above from the Higher Density Residential (R-4) Zone and include said real property in the General Commercial (C-4) Zone.

SECTION 3: The real property being rezoned is depicted in Exhibit A, attached hereto and incorporated herein.

SECTION 4: This ordinance shall take effect and be in full force from and after its passage and publication.

PASSED this _____ day of _____, 2024.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

ATTEST:

Tanya M. Brocke, City Clerk

Exhibit A



January 8, 2024

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 pm.

I. CALL TO ORDER

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

II. PLEDGE OF ALLEGIANCE

Mayor Johnson led the Pledge of Allegiance.

III. CITIZENS COMMENTS

Keisha West, a resident of Nez Perce County, expressed concern about lack of communication on the tort claims related to the reservoir rupture and asked that the residents be kept updated.

IV. PRESENTATIONS

A. NOVEMBER FINANCIAL REPORT: Financial report for November 2023, in accordance with Idaho Code § 50-208 - No Oral Report (Finance Director Gordon)

V. CONSENT AGENDA - OLD BUSINESS

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

Council President Liedkie moved and Councilor Tousley seconded, respectively, adoption of the Consent Agenda. *ROLL CALL VOTE: VOTING AYE: Liedkie; Kleeburg; Forsmann; Schroeder; Tousley; Spickelmire.*

A. CITY COUNCIL MINUTES: 12/04/2023 Executive; 12/04/2023 Work Session; 12/11/2023 Regular; & 12/19/2023 Special - Action Item

Lewiston City Council
Regular Meeting Minutes
January 8, 2024 – 6:00 p.m. – Page 1 of 7

B. ADVISORY BOARD/COMMISSION MINUTES: 11/09/2023 Business Improvement District Advisory Board; 10/19/2023 and 11/15/2023 Library Board of Trustees; 10/25/2023 & 12/13/2023 Planning and Zoning Commission; 8/9/2023, 9/13/2023, 10/11/2023 and 11/8/2023 Public Works Advisory Commission; 11/14/2023 Urban Renewal Agency - Action Item

C. VOUCHER'S PAYABLE: Considering approval of the Voucher's Payable dated 12/1/2023 - 12/14/2023 in the amount of \$2,537,976.05 and 12/15/2023 - 12/28/2023 in the amount of \$1,574,351.48 - Action Item

VI. ITEMS MOVED FROM THE CONSENT AGENDA - Action Item

VII. OUTGOING COUNCILOR COMMENTS AND ADJOURNMENT OF THE 2022-2023 LEWISTON CITY COUNCIL - SINE DIE

Councilor Tousley provided comments related to his time on city council, gave newly elected Councilor Klein best wishes, and concluded by thanking the Mayor, city staff and Council, as well as his wife Cheryl.

Mayor Johnson and Councilors presented Councilor Tousley with a plaque of appreciation for his time served as a member of City Council. Mayor Johnson then adjourned the 2022-2023 Lewiston City Council.

VIII. ADMINISTRATION OF THE OATH OF OFFICE TO NEWLY ELECTED COUNCILORS

City Clerk Brocke administered the Oath of Office to newly elected Councilors John Spickelmire, Jessica Klein, and Jim Kleeburg.

IX. PRESENTATION OF CERTIFICATES OF ELECTION TO COUNCILORS

City Clerk Brocke presented certificates of election to incoming Councilors Spickelmire, Klein and Kleeburg.

X. ELECTION OF A COUNCIL PRESIDENT

- Action Item

City Clerk Brocke called for nomination by the Council for Council President.

Councilor Forsmann nominated Councilor Kleeburg.

Councilor Spickelmire nominated Councilor Liedkie.

There being no further nominations, City Clerk Brocke called for a roll call vote. ROLL CALL:

- Councilor Kleeburg voted for himself.

Lewiston City Council
Regular Meeting Minutes
January 8, 2024 – 6:00 p.m. – Page 2 of 7

- Councilor Forsmann voted for Councilor Kleeburg.
- Councilor Schroeder voted for Councilor Kleeburg.
- Councilor Liedkie voted for Councilor Kleeburg.
- Councilor Klein voted for Councilor Liedkie.
- Councilor Spickelmire voted for Councilor Liedkie.

After the votes were counted, it was determined that Councilor Kleeburg received the required number of votes. Therefore, Councilor Kleeburg was elected as the new Council President.

XI. ACTIVE AGENDA

- A. CARLTON HANGAR ADDITION FINAL PLAT:** Considering approval of the Carlton Hangar Addition final plat to subdivide approximately 8.99 acres of property located west of 4th Street, between Warner Avenue and Park Avenue, into 29 development lots and one public stormwater tract and approve the related reasoned statement - Action Item (City Surveyor Weigand)

Councilors Schroeder and Spickelmire moved and seconded, respectively, to approve the final plat for the Carlton Hangar Addition and approve the related reasoned statement. The motion passed 6-0.

- B. FOP CONTRACT AMENDMENTS:** Considering approval of an amendment to the October 1, 2023 to September 30, 2026 Fraternal Order of Police Collective Bargaining Agreement - Action Item (Human Resources Director Province)

Councilors Liedkie and Forsmann moved and seconded, respectively, to approve the First Amendment to the Collective Bargaining Agreement between the City of Lewiston and the Fraternal Order of Police Lewis-Clark Lodge #10. *ROLL CALL VOTE: VOTING AYE: Kleeburg; Forsmann; Schroeder; Liedkie; Klein; Spickelmire.*

- C. RALPH CRAWFORD ART DONATION:** Considering acceptance of the donation of three bronze statues by Ralph Crawford to the Lewiston City Library and approval of the Lewiston City Library Public Art Acceptance Agreement - Action Item (Library Director Johnson)

Councilors Schroeder and Forsmann moved and seconded, respectively, to accept the donation of three bronze statues to the Lewiston City Library and authorize the Mayor to sign the Acceptance Agreement. *ROLL CALL VOTE: VOTING AYE: Kleeburg; Forsmann; Schroeder; Liedkie; Klein; Spickelmire.*

- D. COUNCIL LIAISONS TO CITY BOARDS AND COMMISSIONS:** Considering the appointment of City Councilors as Council liaisons to the following City boards

and commissions: Audit Committee, Downtown Business Improvement District Advisory Board, Cemetery/Urban Forestry Advisory Commission, Code Board of Appeals, Compensation Review Committee, Development Impact Fee Advisory Committee, Disability Advisory Commission, Emergency Medical Services Advisory Board, Historic Preservation Commission, Library Board of Trustees, Parks and Recreation Advisory Commission, and Public Works Advisory Commission - Action Item (Mayor Johnson)

Mayor Johnson moved to appoint Councilors Klein and Kleeburg to the Audit Committee. Councilor Schroeder seconded, and the motion passed 6-0.

Mayor Johnson moved to appoint Councilor Liedkie as the Council liaison to the Downtown Business Improvement District Advisory Board. Councilor Forsmann seconded, and the motion passed 6-0.

Mayor Johnson moved to appoint Councilor Klein as the Council liaison to the Cemetery/Urban Forestry Advisory Commission. Councilor Liedkie seconded, and the motion passed 6-0.

Mayor Johnson moved to appoint Councilor Klein as the Council liaison to the Code Board of Appeals. Councilor Forsmann seconded, and the motion passed 6-0.

Mayor Johnson moved to appoint Councilor Schroeder as the Council liaison to the Compensation Review Committee. Councilor Liedkie seconded, and the motion passed 6-0.

Mayor Johnson moved to appoint Councilor Liedkie as the Council liaison to the Development Impact Fee Advisory Committee. Councilor Forsmann seconded, and the motion passed 6-0.

Mayor Johnson moved to appoint Councilor Liedkie as the Council liaison to the Disability Advisory Commission. Council President Kleeburg seconded, and the motion passed 6-0.

Mayor Johnson moved to appoint Councilor Forsmann as the Council liaison to the Emergency Medical Services Advisory Board. Council President Kleeburg seconded, and the motion passed 6-0.

Mayor Johnson moved to appoint Councilor Forsmann as the Council liaison to the Historic Preservation Commission. Councilor Schroeder seconded, and the motion passed 6-0.

Mayor Johnson moved to appoint Council President Kleeburg as the Council liaison to the Library Board of Trustees. Councilor Liedkie seconded, and the motion passed 6-0.

Mayor Johnson moved to appoint Councilor Spickelmire as the Council liaison to the Parks and Recreation Advisory Commission. Councilor Liedkie seconded, and the motion passed 6-0.

Mayor Johnson moved to appoint Councilor Schroeder as the Council liaison to the Public Works Advisory Commission. Councilor Forsmann seconded, and the motion passed 6-0.

Mayor Johnson moved to appoint Councilor Forsmann as the Council liaison to the Public Works Advisory Commission. Councilor Schroeder seconded, and the motion passed 6-0.

E. APPOINTMENTS TO OTHER ORGANIZATIONS: Considering the appointment of City Councilors, the Mayor, or City employees (as applicable), as City representatives and/or members (as applicable) to the following organizations: Lewis-Clark Valley Metropolitan Planning Organization (three elected officials or their designee(s)), Valley Vision, Lewiston-Nez Perce County Airport Authority Board, Nez Perce County-City of Lewiston Emergency Communications Joint Powers Board, Association of Idaho Cities, and Clearwater Economic Development Association (one member and one alternate) - Action Item (Mayor Johnson)

Mayor Johnson moved to appoint Councilor Schroeder as a City representative to the Lewis-Clark Valley Metropolitan Planning Organization. Councilor Liedkie seconded, and the motion passed 6-0.

Mayor Johnson moved to appoint Council President Kleeburg as a City representative to the Lewis-Clark Valley Metropolitan Planning Organization. Councilor Forsmann seconded, and the motion passed 6-0.

Mayor Johnson moved to appoint Public Works Director Johnson as a City representative to the Lewis-Clark Valley Metropolitan Planning Organization. Councilor Schroeder seconded, and the motion passed 6-0.

Mayor Johnson moved to appoint Councilor Liedkie as the City's representative to Valley Vision. Councilor Spickelmire seconded, and the motion passed 6-0.

Mayor Johnson moved to appoint Councilor Klein as the Council liaison to the Lewiston-Nez Perce County Airport Authority Board. Councilor Forsmann seconded, and the motion passed 6-0.

Mayor Johnson moved to appoint Councilor Liedkie as the City's representative to the Nez Perce County-City of Lewiston Emergency Communications Joint Powers (E911) Board. Councilor Schroeder seconded, and the motion passed 6-0.

Mayor Johnson moved to appoint Councilor Liedkie as the City's representative to the Association of Idaho Cities. Council President Kleeburg seconded, and the motion passed 6-0.

Mayor Johnson moved to appoint himself as the City's representative to Clearwater Economic Development Association (CEDA). Councilor Liedkie seconded, and the motion passed 6-0.

Mayor Johnson moved to appoint Councilor Schroeder as the City's alternate representative to Clearwater Economic Development Association (CEDA). Councilor Liedkie seconded, and the motion passed 6-0.

- F. URBAN RENEWAL AGENCY CITY REPRESENTATIVE APPOINTMENT:** Considering the appointment of a City Councilor to the Urban Renewal Agency of the City of Lewiston, Idaho - Action Item (Mayor Johnson)

Mayor Johnson moved to appoint Council President Kleeburg as the City Council representative on the Urban Renewal Agency. Councilor Schroeder seconded, and the motion passed 6-0.

- G. URBAN RENEWAL AGENCY CITY ALTERNATE REPRESENTATIVE APPOINTMENT:** Considering the appointment of an alternate City Councilor to the Urban Renewal Agency of the City of Lewiston, Idaho - Action Item (Mayor Johnson)

Mayor Johnson moved to appoint Councilor Klein as the alternate City Council representative on the Urban Renewal Agency. Councilor Liedkie seconded, and the motion passed 6-0.

XII. 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.

Councilor Forsmann wished everyone a Happy New Year.

Councilor Liedkie said people who need assistance shoveling snow can reach out to her, as she has connected with a group that would help shovel snow for the elderly or disabled.

- B. CITY BOARDS AND COMMISSIONS LIAISON UPDATES**

Councilor Forsmann said she is excited to continue on the Public Works Advisory Committee and is thankful for the time she got to spend on the Parks and Recreation

Lewiston City Council
Regular Meeting Minutes
January 8, 2024 – 6:00 p.m. – Page 6 of 7

Commission.

Councilor Liedkie provided updates on the Airport, E911, and Disability Advisory Commission and encouraged community members to join or volunteer on city boards and commissions.

C. MAYOR COMMENTS

Mayor Johnson provided a summary of Governor Little's State of the State address.

D. ADVISORY BOARD AND COMMISSION APPOINTMENTS: - Action Item

1. BUSINESS IMPROVEMENT DISTRICT ADVISORY BOARD:
Considering the reappointment of Michael Follett to a two-year term - Action Item

Mayor Johnson moved to approve the reappointment of Michael Follett to a two-year term on the Downtown Business Improvement District Advisory Board. Councilor Forsmann seconded, and the motion passed 6-0.

E. AGENDA TOPICS: - Action Item

XIII. ADJOURNMENT - Action Item

There being no further business to come before the Lewiston City Council, Councilors Liedkie and Forsmann moved and seconded, respectively, to adjourn the January 8, 2024 Regular Meeting. The motion carried 6-0 and the meeting adjourned at approximately 6:47 p.m.

Daniel G. Johnson, Mayor

Tanya M. Brocke, City Clerk

November 2, 2023

The HISTORIC PRESERVATION COMMISSION met in the Bell Building Upstairs Conference Room at 215 "D" Street. Vice Chair King called the meeting to order at 10:04 a.m.

I. CALL TO ORDER

COMMISSIONERS PRESENT: Ed King, Vice Chair; Kayleigh Philippi; Tamara Berlik; Leah Boots; Laurinda Riggs; Tamara Berlik (via zoom);

COMMISSIONERS EXCUSED: Greg Follett, Chair; Lisa Hasenoehrl; Dennis Ohrtman;

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 SEPTEMBER 7, 2023 REGULAR MEETING MINUTES

Commissioners King and Philippi moved and seconded, respectively, to approve the September 7, 2023 Regular meeting minutes. The motion passed 5-0.

2. CERTIFICATE OF APPROPRIATENESS, NORMAL HILL HERITAGE OVERLAY ZONE. AN APPLICATION BY APEX ROOFING LLC TO TEAR OFF AND REPLACE A TPO MEMBRANE ROOF WITH A NEW TPO MEMBRANE ROOF AT 330 5TH STREET (DISABILITY ACTION CENTER).

Staff Hollingshead reviewed the application and photos of the existing building for the Commission.

Vice Chair King walked the Commission through the Normal Hill Heritage Overlay review sheet for the project. The Commission found that the project complied with factors 1, 4 and 6 and was deserving of a Certificate of Appropriateness.

Commissioners Boots and Riggs moved and seconded, respectively, to approve the Certificate of Appropriateness for 330 5th Street. Motion passed 5-0.

CERTIFICATE OF APPROPRIATENESS, NORMAL HILL HERITAGE OVERLAY ZONE. AN APPLICATION BY MY ARCHITECT LLC FOR EXTERIOR WINDOWS, DOORS AND PAINT AT 619, 621-629 6TH STREET.

Staff Hollingshead reviewed the application and photos submitted for the Commission.

Vice Chair King walked the Commission through the Normal Hill Heritage Overlay review sheet for the project. The Commission found that the project complied with factors 1, 4 and 6 and was deserving of a Certificate of Appropriateness.

Commissioners Boots and Berlik moved and seconded, respectively, to approve the Certificate of Appropriateness for 619, 621-629 6th Street. Motion passed 5-0.

IV. OLD BUSINESS

1. PRELIMINARY REVIEW OF 2022/2023 CERTIFICATES OF APPROPRIATENESS FOR POTENTIAL ORCHID AWARD NOMINATIONS:

Staff Hollingshead had prepared a list of all the Certificates of Appropriateness that had been reviewed and issued by the Commission in 2022 and thus far in 2023. The Commission reviewed the lists and asked Staff to bring back 5 of the projects for them to review further. Staff also reminded the Commission that projects that fit the criteria of the awards but was not located within one of the historic districts could also be eligible for an Orchid Award and encouraged the Commission to look around their neighborhoods for projects. Staff will include the Orchid Award criteria with the December meeting packet.

2. PRIORITIES PLAN DISCUSSION AND UPDATE:

Staff Hollingshead let the Commission know that she had not been able to make the changes to the Priorities Plan yet but that she was still working on it. Staff let the Commission know that the Historic Preservation Plan had been approved by City Council in October and would be posted to the website soon.

V. COMMISSIONER COMMENTS:

Commissioner King stated he was excited to see the parklet happen in downtown and hopefully it would be the start of more pedestrian friendly amenities and creating a destination out of downtown.

Commissioner Riggs told the Commission that Lewiston was listed in an article about Idaho's most beautiful places.

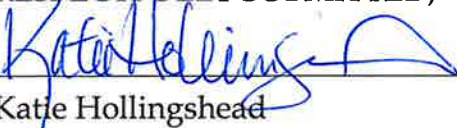
VI. STAFF-COMMISSION COMMUNICATIONS:

Staff Hollingshead asked for a show of hands for Commissioners to attend the December 7th meeting, all Commissioners present are able to attend.

VII. ADJOURN

There being no further business, Commissioners Boots and Philippi moved and seconded, respectively to adjourn the meeting of the Historic Preservation Commission at approximately 10:41 a.m. Motion passed 5-0.

RESPECTFULLY SUBMITTED,


Katie Hollingshead

Recording Secretary


Chairperson or Acting Chairperson

Historic Preservation Commission

Approved this 4 day of January, 2024

The PUBLIC WORKS ADVISORY COMMISSION met in the Bell Building 2nd Floor Meeting Room at 215 “D” Street. Council Liaison and Chair Kathy Schroeder called the meeting to order at approximately 12:00 p.m.

IT staff were not available to set up a live recording but the agenda was published, posted on the City website, and distributed to media outlets on November 29, 2023.

I. CALL TO ORDER

COMMISSIONERS PRESENT: Laura Wright, Brent Bourassa, Ryan Rehder, and Kayleigh Philippi

COMMISSIONERS ABSENT: Vice-Chair Kevin Kelly

CITY COUNCIL LIAISON PRESENT: Councilor Kasee Forsmann; Councilor and Chair Kathy Schroeder

STAFF MEMBERS PRESENT: Dustin Johnson, Public Works Director; Haley Kelley, Public Works Specialist

II. CITIZEN COMMENTS

None.

III. CONSENT AGENDA

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

Commissioners Bourassa and Redher moved and seconded, respectively, approval of the Consent Agenda. The motion carried 4-0.

A. APPROVAL OF OCTOBER 11, 2023 MEETING MINUTES: - Action Item

B. APPROVAL OF NOVEMBER 8, 2023 MEETING MINUTES: - Action Item

IV. ACTIVE AGENDA

A. RECOMMENDATIONS FOR PUBLIC WORKS POLICIES & PROCEDURES: SCHOOL ZONES - Action Item

Director Johnson provided a brief summary of the impetus for this Special Meeting stemming from the November meeting and the Commission’s desire to continue the conversation. He went on to introduce the School Zone Memo that was distributed at the beginning of today’s discussion as staff were not able to complete it in time for inclusion in the agenda packet published on November 29, 2023. This memo can be found in Appendix A.

The Commission provided the following feedback to staff:

Reference	Commissioner Comments	Staff Comments
Policy 2012-3	Commissioner Wright said that there is not a sign near the Lewiston High School headed toward Gun Club Road; the School Zone Map provided corroborates this point.	Director Johnson said that because it was a new facility and private construction, it may not be in the City's asset management software at this time but this issue was made apparent to staff while creating this map.
Policy 2011-10; Policy 2012-3	Commissioner Wright suggested soliciting feedback from School Resource Officers when updating policies and procedures.	Director Johnson agreed.
Policy 2012-3	Commissioner Wright requested clarification and review on why athletic fields were not designated as part of the school zone (see Jenifer Junior High map in policy).	Director Johnson answered that block lengths impact the location of pedestrian crossings but that traffic calming measures may be an option.
Policy 2011-10; Policy 2012-3	Commissioner Philippi asked if there were any steps that could be taken to improve speed reduction heading into school zones.	Director Johnson said that staff could check to see if the area is adequately signed and if the transition between speed limits is feasible in safe.
Policy 2011-10; Policy 2012-3	Commissioners Wright and Rehder questioned why, based on the School Zone Map, a 35 mph speed limit was posted in a school zone when pedestrians would still be present during off-peak times/season.	Director Johnson said that staff would review.
Policy 2011-10; Policy 2012-3	Commissioner Bourassa asked if signage with specific time frames when school was in session were successful.	Director Johnson said that signage with different intervals are not successful.
Policy 2012-3	Commissioner Philippi said that there doesn't appear to be a signage when coming down Bryden Ave to All Saints Catholic School.	Director Johnson said that staff would review.
Policy 2012-3	Commissioner Bourassa asked if the Lewis-Clark State College (LCSC) was outside the bounds of this policy.	Director Johnson said that he was unsure about its exclusion in this existing policy but that staff would look into it for potential inclusion in a revised/updated policy.
Example Cost Estimates	Commissioner Wright said that the rate for the utility bucket is very low and does not reflect Federal Emergency Management Agency (FEMA) standards.	Director Johnson said that staff would review.

Public Works Specialist Kelley read back the direction to staff in revising Policy 2012-3's *Designated School Zone* verbiage, updated school listings and consideration of adding LCSC, field verification of speed limits and signage to update the asset management software. Ms. Kelley asked for confirmation on all items read back to the group; the Commission confirmed.

Mr. Johnson said that staff would work on the direction provided today and that his preference would be for this policy to be adopted by City Council after it is brought to the Commission for review. Ms. Wright requested that the Police Department attend the future meeting when the policy is brought back. Mr. Johnson replied that he would like the School Resource Officers and potentially the Lewiston School District superintendent to attend.

A. RECOMMENDATIONS FOR TRANSPORTATION CAPITAL IMPROVEMENT PLAN (CIP)

Councilor and Chair Schroeder introduced the item alongside Director Johnson before he had to leave the meeting due to another engagement.

Commissioner Rehder asked if there was a more proactive approach for funding as the high dollar projects will eventually filter to the top as the low dollar projects are completed. Mr. Johnson said that Bryden Avenue, Snake River Avenue, and 9th Street are programmed and have been building Surface Transportation Program (STP) monies. He said that a similar approach could be taken with Main Street but it would take a very long time for it to complete and that the current approach is a give and take between high priority projects and the reality of funding available.

Commissioner Wright asked if the City considered a bond. Mr. Johnson said that the City is pursuing a Building Resilient Infrastructure and Communities (BRIC) grant for the Main Street project with the intent of freeing up funding for another project by completing a 30% design.

Ms. Wright said that having a study or design emphasizes dedication to completing project. Ms. Schroeder said that projects in North Lewiston would likely depend on the Memorial Bridge construction. She asked the commission their thoughts on the CIP's ranking of projects.

Mr. Rehder asked what City Council's reasoning behind moving Main Street to the #1 priority project was when approving the 2023 CIP. Ms. Schroeder answered that it was considered the highest priority when taking the underground utilities improvement/replacement into account; Councilor Forsmann agreed and said that the intention was to emphasize its importance by making it the first project viewers see. Mr. Rehder said that 90 out of 100 projects are a single utility project due to the difficulty in coordinating funding. Mr. Schroeder shared that the downtown sector is a unique challenge due to the historical buildings and features.

Mr. Rehder said that he does not hear a lot about the transportation portion of Main Street Reconstruction. Ms. Wright expressed frustration over the priority of the Main Street project relying heavily on the context of underground utilities when that is not reflected in the project description on this CIP; she recommended that

the City pursue a citywide capital improvement plan.

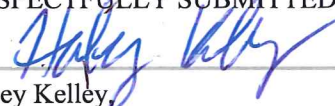
Public Works Specialist Kelley reminded the Commission that this CIP pertains to transportation improvements only. She expressed that because a citywide capital improvement plan would extend beyond the purview of Public Works, it would be most beneficial for this idea to be posed to the City Council during citizen's comment or from a Council Liaison. Ms. Forsmann said that she would request it as a future agenda item at the December 11, 2023 City Council.

V. ITEMS MOVED FROM CONSENT AGENDA

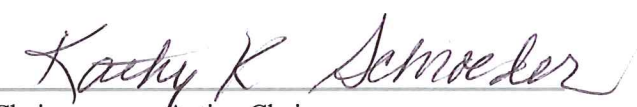
VI. ADJOURNMENT

There being no further business, Councilor Forsmann and Commissioner Rehder moved and seconded, respectively, to adjourn the meeting. The motion carried 4-0 and the Public Works Advisory Commission adjourned at approximately 1:25 p.m.

RESPECTFULLY SUBMITTED,



Haley Kelley,
Recording Secretary



Chairperson or Acting Chairperson
Public Works Advisory Commission

Approved this 10 day of January, 2024

APPENDIX A



Memo

To: Public Works Advisory Commission

From: Luke Antonich, PE, City Engineer

Copy: Dustin Johnson, PE, Public Works Director
Haley Kelley, Public Works Specialist

Date: December 8, 2023

Subject: **December 8, 2023 Special Meeting – IV.A. School Zone Map**

This map shows school properties within city limits with designated school zones and the R2 signs in proximity. At this time, our data does not distinguish between speed limit signs and only identifies them by sign type e.g. signs cannot be easily filtered down to display *only* 20 miles per hour signs. However, the street segments are designated at various speeds and are represented by line type.

Please note: this map is a visual aid for today's discussion using current Geographic Information Systems (GIS) data and has not been field verified.

Map Legend

Yellow – Properties under school ownership (not necessarily active schools i.e. properties repurposed for non-education activities or business)

Orange – 300' buffer designated as school zones in Public Works Policy 2012-03

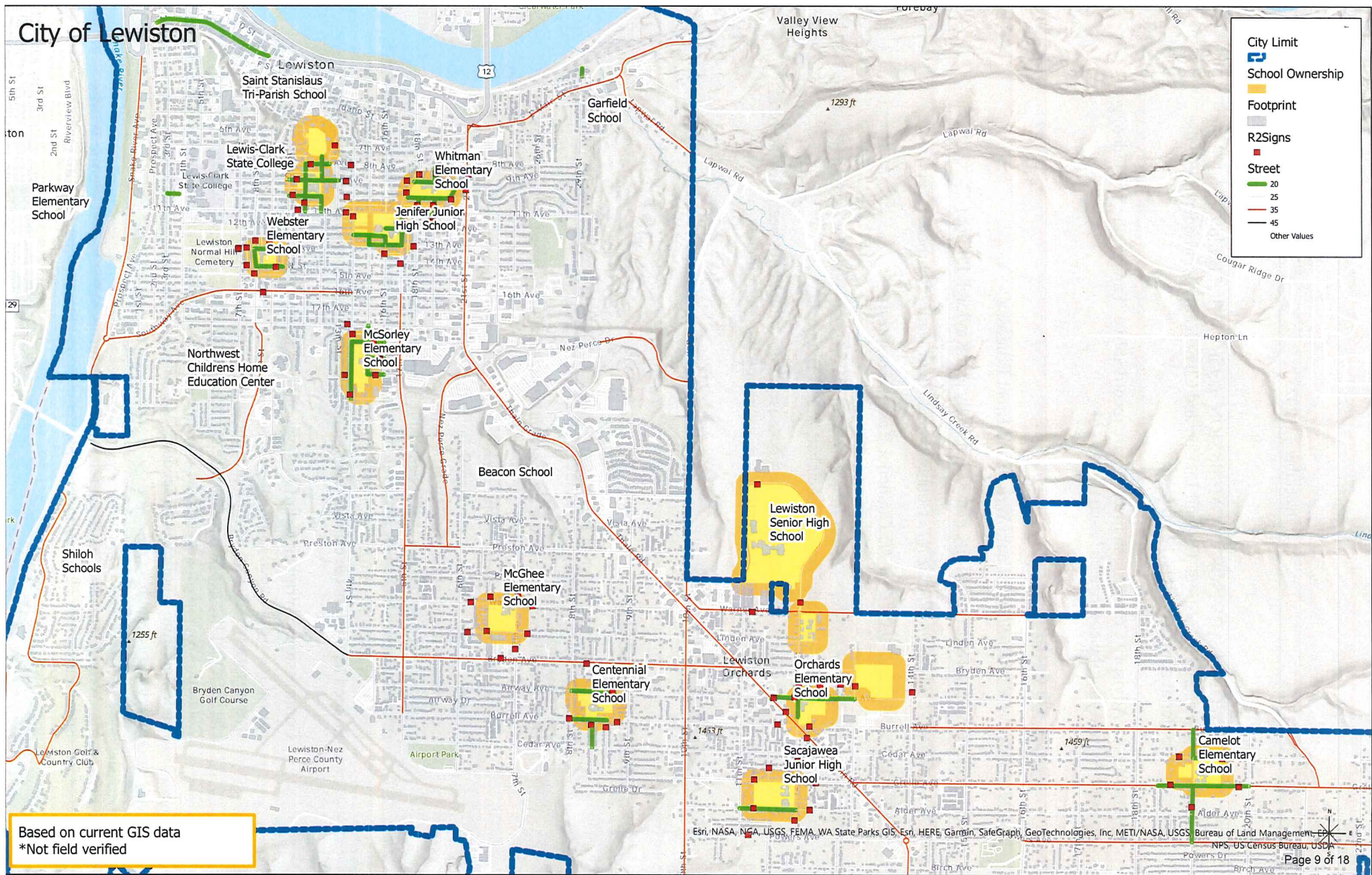
Green Lines – 20 miles per hour speed limit

Grey Lines – 25 miles per hour speed limit

Red Lines – 35 miles per hour speed limit

Black Lines – 45 miles per hour speed limit

Red Dots – Speed limit signs near a school (not necessarily a 20 miles per hour sign)



The PUBLIC WORKS ADVISORY COMMISSION met in the Bell Building 2nd Floor Meeting Room at 215 “D” Street. Council Liaison and Chair Kathy Schroeder called the meeting to order at approximately 12:00 p.m.

Public Works Advisory Commission meetings are recorded live. To view the full video, go to <https://www.youtube.com/watch?v=cqTlFyPks24>

I. CALL TO ORDER

COMMISSIONERS PRESENT: Laura Wright and Brent Bourassa

COMMISSIONERS ABSENT: Vice-Chair Kevin Kelly and Kayleigh Philippi

CITY COUNCIL LIAISON PRESENT: Councilor and Chair Kathy Schroeder

CITY COUNCIL LIAISON ABSENT: Councilor Kasse Forsmann

STAFF MEMBERS PRESENT: Dustin Johnson, Public Works Director; Luke Antonich, City Engineer; Haley Kelley, Public Works Specialist; Aaron Butler, IT

Public Works Specialist Kelley explained that because a quorum had not been met, no final decisions could be made during the meeting but discussion was permitted.

II. CITIZEN COMMENTS

None.

III. ACTIVE AGENDA

A. DRAFT POLICY AND PROCEDURES FOR NEIGHBORHOOD TRAFFIC CALMING REQUESTS

Director Johnson provided a brief summary of previous discussions, reiterating that staff reviews traffic and accident data, conducts speed studies, and coordinates with the Police Department for increased enforcement for a majority of public requests as the issue is not systemic but rather is due to a single motorist. He explained that a traffic calming program can be used to influence motorist behavior but pointed out that it can result in operations difficulties with regards to street sweeping and snow removal. Mr. Johnson added that City insurance rates are based on response times from emergency services and that input from the Fire and Police Departments is critical when making changes to the transportation system.

Commissioner Wright asked if this was an internal or external document and if the appeal fee would need to be set by City Council. Mr. Johnson answered that he was unsure whether he wanted this document to be adopted by City Council but clarified that the appeal fee has already been established and adopted by City Council. Ms. Wright asked if the existing traffic control device request process originated from a policy or procedure; Mr. Johnson was unaware of an existing policy or procedure.

Ms. Wright requested clarification on the two forms in the packet. Public Works Specialist Kelley clarified that the packet included the existing form that is

available on the City website for reference but, if this document was finalized and put into practice, would be replaced with the updated document.

Commission members provided the following feedback:

Commissioner Comments	Staff Comments
Commissioner Wright said that the existing process for requesting traffic control devices is unclear and that the document should clearly communicate new process.	Director Johnson agreed.
Commissioner Wright recommended adding definitions for terms.	Director Johnson agreed.
Commissioners Wright and Bourassa recommended that the use of "will" and "shall" should be reviewed throughout the document.	Director Johnson agreed but clarified that any policies or procedures adopted by City Council which will be made publicly available are reviewed by the City Attorney's office where verbiage is finalized.
Commission Wright and Bourassa recommended a review of the appeals process.	Director Johnson agreed and clarified that the appeal is only for the written decision of the Public Works Department and that the Mayor can only affirm or reverse that decision - he cannot direct staff to explore alternatives.
Commission Wright recommended clarifying that submissions are to the Engineering Division instead of the Public Works office.	
Commissioners Wright and Bourassa recommended a separate section outlining the appeals process.	Director Johnson agreed.
Commissioner Wright notified staff of a duplicate heading.	
Commissioner Wright recommended adding examples of the proposed traffic calming devices.	

Mr. Johnson explained that staff would revise the document based on the feedback received and asked if the commission would like the revised document brought back for a future meeting; the Commission requested that the revised document be brought back due to the absences of many members who may have additional thoughts to share.

- B. RECOMMENDATIONS FOR TRANSPORTATION CAPITAL IMPROVEMENT PLAN (CIP):** *Commission member's opportunity to provide recommendations, new projects, and/or changes to existing projects directly to City staff.*

Chair and Councilor Schroeder introduced the item and Director Johnson explained that this was a continuation of sorts from the Special Meeting on December 8, 2023. Public Works Specialist Kelley interjected to inform the Commission that the comments from that discussion had been entered into the comment log and forwarded to the project engineer.

Ms. Schroeder said that some confusion was caused at the December 11, 2023 City Council meeting when the idea of a citywide Capital Improvement Plan (CIP) was introduced. She explained that she considers the entire improvements needed for a project, forgetting that the Transportation CIP is intended to address transportation improvements only.

Commissioner Wright provided the Commission with two CIP examples from other agencies: City of Pittsburg, California's 5-year CIP and the City of Walnut Creek, California's 10-year Capital Investment Program (see Appendix A for links to both documents). She suggested that the City pursue a citywide CIP which shows the public funding sources, estimated project costs, estimated timelines, etc.

Mr. Johnson appreciated the feedback and that it could help with a future endeavor of putting together a 5-year Public Works-specific CIP. He said that the City moves towards its annual budget process and mentioned working with the Commission or Commissioner Wright directly on how to present capital improvement projects.

IV. UPCOMING EVENTS/MEETINGS

A. REGULAR MEETING - JANUARY 10, 2024

Public Works Specialist Kelley explained that the Council Liaisons to Public Works Advisory Commission - Chair and Councilor Schroeder and Councilor Forsmann - terms will expire in January 2024; she said that the decision is up to the Mayor but wanted to give notice that they may be appointed to a different board, committee, or commission. Director Johnson clarified that despite the commission forming in 2023, the appointments to the commission had been made years prior. Ms. Schroeder shared that she had expressed her desire to continue to serve on the Public Works Advisory Commission when speaking with the Mayor. Ms. Kelley said that changes, if any, would occur in February.

Commissioner Bourassa said that he would be out of town but may be able to call in; all other members expressed that they would be attending.

B. OPPORTUNITY TO REQUEST A SPECIAL MEETING

No requests at this time.

V. UNFINISHED & NEW BUSINESS

A. COMMISSIONER COMMENTS

None.

B. STAFF LIAISON COMMENTS

None.

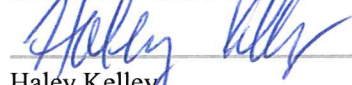
C. FUTURE AGENDA ITEMS: - Action Item

None.

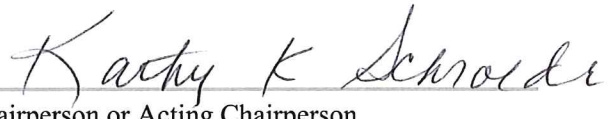
VI. ADJOURNMENT

There being no further discussion and, as a quorum had not been met, the Public Works Advisory Commission adjourned sans a vote at approximately 1:24 p.m.

RESPECTFULLY SUBMITTED,



Haley Kelley,
Recording Secretary



Chairperson or Acting Chairperson
Public Works Advisory Commission

Approved this 10 day of January, 2024

APPENDIX A

The “**City of Pittsburg, California – 5-year Capital Improvement Plan**” is currently available as a PDF file at the following web address:

<https://www.pittsburgca.gov/home/showpublisheddocument/15373/638283102276870000>

The “**City of Walnut Creek, California – 10-year Capital Investment Program**” is currently available as a PDF file at the following web address:

https://walnutcreek.granicus.com/MetaViewer.php?view_id=12&event_id=2500&meta_id=30309

December 12, 2023

THE URBAN RENEWAL AGENCY BOARD OF THE CITY OF LEWISTON, IDAHO, met in a regular meeting Tuesday, December 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 (via Zoom); Don Beck; Joe Gish; Jim Kleeburg; A.L. "Butch" Alford; Tim Switzer

BOARD MEMBERS EXCUSED: None

STAFF MEMBERS PRESENT: Shannon Grow, URA Director; Katie Hollingshead, Assistant URA Director; Aaron Butler, IT; Dustin Johnson, Public Works Director; Luke Antonich, City Engineer; Joe Kaufman, Engineering Supervisor

OTHERS PRESENT: Tom Gerding, Wallowa River Properties; Jordan Gerding, Wallowa River Properties; Thad O'Sullivan, URA Legal Counsel

II. CITIZEN COMMENTS

None.

III. CORRECTIONS OR ADDITIONS TO AGENDA

None.

IV. ACTIVE AGENDA (ACTIVE ITEM)

A. Approval of Minutes, November 14, 2023 – Action Item

Board members Switzer and Gish moved and seconded, respectively to approve the November 14, 2023 meeting minutes. Motion passed 7-0.

B. Approval of Invoices

None.

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

Director Grow reviewed the financial summary for November.

Board member Gish asked if it was possible to receive the financial statement with the meeting packet. Director Grow said possibly, the issue is the timing of the URA meetings and when the finance department receives the bank statement from Twin River in order to prepare the financial summary. Director Grow told the board that she can't promise the financial summary can be included in the packets each month, but she can email it to the board once she has received it from the finance department.

D. Authorization to invest in the Idaho State Treasurer's Pool (STP) – Action Item

Director Grow stated that this is the follow up to Board member Gish's question at the November meeting about being about to sweep funds into a money market account. Director Grow met with City Treasurer Aimee Gordon who calculated that the URA would receive approximately \$4,000 additional interest income each money by utilizing the Idaho State Treasurer's Pool with the current interest rate. The interest rates in the

pool have historical been good and it is a low risk investment that keeps the funds very liquid if they need to be withdrawn.

Board member Alford made a motion to approve the Authorization to Invest in the Idaho State Treasurer's Pool. Board member Switzer provided the second.

Board member Gish asked if it was easy to sweep the current accounts into this fund?

Director Grow stated yes, but that it may make the most sense to have the accounts sweep twice a year after the county makes the largest of the increment deposits. The recommendation is that the URA maintain \$16,000 in each revenue allocation area's account to cover regular expenses.

Board member Gish asked if the motion should be amended to include keeping a balance of \$16,000 in each account?

Director Grow stated yes, you could amend the motion to reflect that.

Board member Gish motioned to amend the motion set forth by Board member Alford to include maintaining a balance of \$16,000 in each of the revenue allocation area's accounts. Board member Alford provided the second. Motion passed 7-0.

Board member Beck asked how the interest would be tracked for each of the separate revenue allocation areas? Director Grow stated that finance is already keeping the amounts separate in the Twin River bank accounts and she was sure they would be able to keep the interest amounts separate in the Idaho State Treasurer's Pool accounts.

There being no further discussion, the vote was called. Motion to approve the authorization to invest in the Idaho State Treasurer's Pool, while maintaining an account balance of \$16,000 for each of the revenue allocation areas, passed 7-0.

V. UNFINISHED AND NEW BUISNESS

- A. Main/East Main RAA #4: Consideration of partnership with Wallowa River Properties** – Director Grow provided a recap of the Main/East Main Revenue Allocation Area #4 including open date in 2017 with three (3) projects identified, the URA participated in one (1) project so far and at the June 2023 URA meeting the board discussed what actions they wanted to take and decided to keep the RAA #4 open and to revisit the plan in March of 2024. Since then, a developer (Wallowa River Properties) has reached out to staff regarding a property within the Revenue Allocation Area and a possible collaboration between the developer and the URA.

Wallowa River Properties owns a vacant property of approximately 8 acres on 8th Avenue between 27th Street and 29th Street that is served by a sewer line that Wallowa River Properties installed, but is not served by water. The current Main/East Main Revenue Allocation Area #4 plan does not include a water line project for this particular area or parcel. If the board is interested in pursuing this project, staff would have to do

additional research to bring what options are available to the board. Options could be amending the plan, or closing the existing plan and opening a new revenue allocation area. Director Grow let the board know that she had met with Public Works Director, Dustin Johnson regarding water in this area and there are some questions about how the City could best serve this area with water. There would need to be an engineering study regarding the water.

Director Grow then introduced Tom Gerding and Jordan Gerding from Wallowa River Properties. Tom Gerding told the board that he had purchased the property in 2005 and had installed the sanitary sewer and the stormwater system and had built 13 homes on the lots along 27th Street. The hope at that time was that the water problem would be solved by the City and development could be continued. Water has not been installed to serve 30 additional lots that could be created. Mr. Gerding stated that the property cannot be developed without water. Currently, the property generates approximately \$3,000 in property taxes and if the property could be developed and built out with the 30 additional lots, it would generate approximately \$100,000 in property taxes. Without water this property will remain vacant.

Chairperson Bond asked how many houses could be built? Assistant Director Hollingshead stated that based on the size of the lots and the lot minimums in the Low Density, R2, Zoning District that the property exists in, on the 30 lots remaining, 17 of the lots could support a duplex and 13 of the lots could support a single family dwelling.

Board member Gish asked if water meant water and sewer infrastructure. Assistant Director Hollingshead stated that the developer had already installed a sewer line and a stormwater line.

Board member Beck asked if there was water that could be hooked into from the surrounding streets. Director Grow stated that there were lines, but not the water capacity needed to serve additional development.

Board member Switzer asked about engineering that had already been done for the water improvements. Mr. Gerding stated that yes, a preliminary study had been done in 2005 with some sizing and hydrant calculations.

Public Works Director, Dustin Johnson let the board know that the property sits between two separate pressure zones, low reservoir and high reservoir. There isn't enough pressure to serve the proposed development because it does not have a large diameter pipe serving the area. The transmission line that currently runs down 29th Street is on the priority list for review and possible improvement. Director Johnson does have interest in partnering to improve the water lines.

Board member Alford stated that he felt the board should continue its interest in the project and learn more about the options.

Board member Gish asked if developments like this should be something the City does as part of their normal operations. New residential homes are highly needed but questioned if a project like this was really something the URA should be supporting.

Director Grow stated that a water line for this project would be similar to the water line project that is identified in the plan (2,100 feet of water line from east main to city limits) because properties surrounding the line are not able to increase density or develop undeveloped lands because the existing line cannot support any additional use.

Mr. Gerding let the board know that one of the challenges faced with this property is that the area that the property is located in is not what would be considered an attractive location to develop. Mr. Gerding said that he had previously spoken with local developers about developing in this area and they agreed that the water line issues make the development of the property hard to pencil out financially.

Director Grow stated that modifying a plan is very restricted from state law and so staff has not yet gone through what a plan modification would like with the legal team.

Board member Alford asked if the information could be brought back to the next meeting about the viability of amending the plan.

Board member Beck said he would also like to have more information brought back.

- B. Downtown RAA #7 -** Director Grow stated there was no update as the City is waiting for a Department of Environmental Quality report that is due to be completed the first week of January. Director Grow stated she will continue to bring updates to the board as she receives them.

C. East Orchards Sewer #5 –

Assistant Director Hollingshead reviewed that the board had asked at the November meeting the number of homes that had and had not hooked up to the trunk line installed with the East Orchards Sewer project. Hollingshead provided that there 103 existing homes along the trunk line, with 48 completing a full sewer hook-up and abandonment of septic system, 23 homes having the sewer stubbed in to the property line but have not abandoned their septic system yet and 32 homes (27 within City limits and 5 outside of City limits but adjacent to the trunk line) who had not taken any action. In addition, 26 new homes have been completed along the trunk line route and have hooked up to the sewer system.

Assistant Director Hollingshead shared that she had just received from Joe Kaufman, Engineering Supervisor, a draft proposal for the rock boring study, but that staff had not yet met to review the proposal for completeness. If the draft proposal is complete it could possibly be on the January agenda for the board to review.

D. Board Member Comments -

Board member Gish apologized to the Board for not completing the graph on the East Orchards Sewer RAA #5.

Vice Chair Anderson apologized to the Board for not attending the meeting in person. He also invited the board to the Port of Lewiston's Holiday Open House on December 20th from 3 to 5 pm.

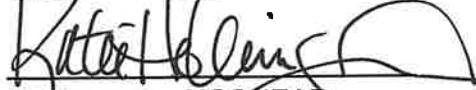
E. Staff Comments

Assistant Director Hollingshead handed out a Save the Date flyer for a volunteer appreciation reception that would be held on February 5, 2024.

VI. ADJOURN (ACTION ITEM)

There being no further business, Board members Alford and Beck moved and seconded, respectively, to adjourn. The motion carried 7-0 and the Urban Renewal Agency Board adjourned at approximately 12:47 p.m.

RESPECTFULLY SUBMITTED,



KATIE HOLLINGSHEAD,
RECORDING SECRETARY

ATTEST



URBAN RENEWAL AGENCY CHAIR

Approved this 9th day of January, 2024.

December 27, 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.

I. CALL TO ORDER

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

COMMISSIONERS EXCUSED: None.

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

II. CITIZEN COMMENTS

None

III. ACTIVE AGENDA

A. APPROVAL OF DECEMBER 13, 2023 MEETING MINUTES (ACTION ITEM)

Commissioners Ball and Anderson moved and seconded, respectively, approval of the December 13, 2023 meeting minutes. The motion carried 6-0.

B. APPROVAL OF THE REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS FOR CONDITIONAL USE PERMIT APPLICATION CUP23-5 BY BRIAN KRUEGER FOR 1407 POWERS AVE (ACTION ITEM):

Vice Chairperson Iacoboni and Commissioner Kelly moved and seconded, respectively, to approve the reasoned statement as presented. The motion carried 6-0.

C. APPROVAL OF THE REASONED STATEMENT OF RELEVANT CRITERIA AND STANDARDS FOR REZONE APPLICATION ZNC23-7 BY KEITH JACOBS FOR 1828 AND 1832 IDAHO STREET (ACTION ITEM):

Commissioners Anderson and Brandon moved and seconded, respectively, to approve the reasoned statement as presented. The motion carried 6-0.

D. INITIATION OF ZONING CODE AMENDMENT ZA-03-23 TO CHANGE SEC. 37-193, PENALTY (ACTION ITEM):

Assistant City Attorney Tengono presented the request to the Commission to remove the word "petty" from "petty misdemeanor" because the State of Idaho

does not recognize “petty misdemeanor” as an infraction and City code does not provide a definition for “petty misdemeanor” and does not use that language anywhere else in the code.

Commissioner Kelly motioned and Commissioner Anderson provided the second to initiate the zoning code amendment to remove the word “petty” from section 37-193. The motion passed 6-0.

E. INITIATION OF ZONING CODE AMENDMENT ZA-04-23 TO CHANGE SEC 37-140.1 HOME OCCUPATION GENERAL PROVISIONS (ACTION ITEM):

Assistance City Attorney Tengono present to the Commission that the Community Development Department is working on some amendments to Chapter 30, Sign Code and one such amendment will also require an amendment to Sec. 37-140.1 to prevent conflicts. Although amendments to Chapter 30 do not require initiation from the Commission, the related amendment to Sec. 37-140.1 does.

Commissioner’s Ball and Branson moved and seconded, respectively, to initiate zoning code amendment ZA-04-23. The motion passed 6-0.

IV. STAFF-COMMISSION COMMUNICATIONS:

A. Query of Commissioners for January 10, 2024 meeting.

All Commissioners, except Commissioner Kelly, are able to attend the January 10, 2024 meeting.

Assistant City Attorney Tengono noted for the Commission that she has adjusted the notes on the agenda for the Commission to remind the Commission that if they want to amend a presented reasoned statement or direct staff to draft a new or different reasoned statement that can be done during the motion to allow for discussion.

Commissioner Iacoboni asked if the open Commission seat was being advertised. Assistant Planner Hollingshead stated that the Public Information Officer and City Clerk were working on advertising the seat and collecting applications.

V. ADJOURN

There being no further business, Commissioner’s Anderson and Branson moved and seconded, respectively, to adjourn. The motion carried 6-0 and the Planning and Zoning Commission adjourned at approximately 5:41 p.m.

RESPECTFULLY SUBMITTED,

PLANNING AND ZONING COMMISSION MINUTES

December 27, 2023

Page 2

Dawn Ortiz

Dawn Ortiz,
Recording Secretary

Ball

Chairperson or Acting Chairperson
Planning and Zoning Commission

Approved this 10 day of January, 2024.



Voucher's Payable

Vendor Name	Ck#	Ck Date	Department	Description	Total
ADVANCED CONTROL SYSTEMS, LLC	112595	1/4/2024	WSTWTR	PW-WWTP&WWC SCADA TROUBLESHOOTING/REPAIRS	\$3,535.64
AERZEN USA CORP	112644	1/11/2024	WSTWTR	PW-WWTP-EWON ANNUAL CONTROLS & SUPPORT (12 MOS)	\$3,590.50
AIRBRIDGE BROADBAND LLC	112646	1/11/2024	INFOSYSTMS	BPO - IT - INTERNET SERVICE	\$200.00
ALWAYS TOWING LLC	112647	1/11/2024	POLICE	BPO PD TOW SERVICE	\$757.50
AMAZON CAPITAL SERVICES	112648	1/11/2024	COMDEV	BPO-CD-OFFICE SUPPLIES FROM AMAZON	\$20.57
			FIRE	FIRE - AMAZON - ADMIN AND STATION SUPPLIES	\$196.03
				FIRE - AMAZON - FC LAPTOP ACCESSORIES	\$133.97
				FIRE - AMAZON - GLUCOSE MONITOR CASES	\$49.95
				FIRE - AMAZON - SNOW SHOVELS	\$242.97
			INFOSYSTMS	OFFICE SUPPLIES	\$118.79
			LIBRARY	BPO - LIB - DVD ORDERS	\$576.63
				LIB - ADULT BOOK ORDERS	\$144.05
				LIB - BPO - VIDEO GAMES	\$32.99
			TRNSPN	PW - TR - 2GB USB (50 QTY) FOR CONTROLLER TIMING	\$68.99
				PW - TR - PPE/CLOTHING; CHRIS SCHARNHORST	\$35.28
				PW - TR - PPE/CLOTHING; MATTHEW KELLEY	(\$37.98)
			WSTWTR	PW-WWTP-IPAD CASE; W GRAHAM; ZUGU CASE	\$69.99
ANATEK LABS INC	112649	1/11/2024	WATER	BPO PW WTP/TOC/COLIFORM SAMPLING ANALYSIS	\$350.00
			WSTWTR	BPO PW IND PTMT ANALYSIS OF SAMPL	\$60.00
				BPO PW WWTP LAB SAMPLE ANALYSIS	\$237.00
ANTHONY H SEUBERT	112735	1/11/2024	RECREATION	BPO SENIOR NUTRITION MEAL DELIVERY REIMBURSEMENT	\$141.48
APPLIED INDUSTRIAL	112596	1/4/2024	FLTMAINT	REPL DRUM SCRAPER #406 ROLLER	\$218.64
ASOTIN COUNTY LANDFILL	112650	1/11/2024	SANITATION	BPO - TS - FY24 MONTHLY SOLID WASTE DISPOSAL	\$82,445.52
			WSTWTR	BPO PW WWTP FY24 MONTHLY DISPOSAL	\$411.75
ASSOCIATION OF IDAHO CITIES	112645	1/11/2024	LEGISLATIV	REG: AIC CITY OFFICIALS' DAY AT CAPITOL - MAYOR	\$50.00
				REG: AIC WATER SUMMIT - MAYOR JOHNSON	\$100.00
AUSTIN BROWN	112655	1/11/2024	FIRE	BPO FIRE - AUSTIN BROWN - MEDICAL CONTROL	\$3,000.00
AVISTA	112651	1/11/2024	CEMETERY	01/03/24 BILL DATE: UTILITY CHARGES	\$154.89
			COMDEV	01/03/24 BILL DATE: UTILITY CHARGES	\$1,458.11
			LIBRARY	01/03/24 BILL DATE: UTILITY CHARGES	\$2,704.19
			PARKSFAC	01/03/24 BILL DATE: UTILITY CHARGES	\$24,293.28



Voucher's Payable

			RECREATION	01/03/24 BILL DATE: UTILITY CHARGES	\$683.11
			SANITATION	01/03/24 BILL DATE: UTILITY CHARGES	\$541.28
			TRNSPN	01/03/24 BILL DATE: UTILITY CHARGES	\$45,665.58
			WATER	01/03/24 BILL DATE: UTILITY CHARGES	\$38,162.07
			WSTWTR	01/03/24 BILL DATE: UTILITY CHARGES	\$35,469.97
BLUE RIBBON LINEN SUPPLY INC	112652	1/11/2024	FIRE	BPO FIRE - BLUE RIBBON - LAUNDRY	\$1,055.86
			POLICE	BPO PD RUG CLEANING	\$25.00
			WATER	PW-BPO PW WTP/DISTR LAUNDRY & JANITORIAL	\$574.30
BRADY COMPANIES LLC DBA BRADY INDUSTRIES OF IDAHO LLC	112653	1/11/2024	PARKSFAC	CLEANING CHEMICALS	\$288.43
				CUSTODIAL CLEANING SUPPLIES	\$484.78
				CUSTODIAL CLEANING SUPPLIES LOCAID, BEST BET, PHZQ	\$0.00
BRETTON S WATSON DBA ABLE LOCKSMITH	112642	1/11/2024	PARKSFAC	BPO LOCK WORK FOR CITY BULDINGS	\$100.00
			WSTWTR	BPO PW WWTP LOCK SERVICE	\$188.95
BRIAN BIRDSSELL	112635	1/11/2024	POLICE	REIMBURSEMENT: SHADOW BOX SUPPLIES FROM MICHAELS	\$130.92
BRIAN E WARD DBA GUMBY ENTERPRISES INC	112738	1/11/2024	FLTMAINT	BPO - FLEET TOOLS & SUPPLIES	\$21.30
BROEMELING STEEL & MACHINE	112654	1/11/2024	PARKSFAC	REDOING THE FISH STATUE AT EAST END BOAT RAMP	\$180.00
BROWN & BROWN OF WASHINGTON INC DBA DIMARTINO ASSOCIATES CDW GOVERNMENT LLC	112623	1/11/2024	ADMSVC	Payroll Run 1 - Warrant 011124	\$2,351.56
	112597	1/4/2024	TRNSPN	DELL KEYBOARD AND MOUSE	\$83.03
			WATER	WR043 - SCADA TOUCH SCREEN UPGRADE	\$3,654.16
CENTRAL ORCHARDS SEWER DISTRICT	112667	1/11/2024	PARKSFAC	12/31/23 BILL DATE: UTILITY CHARGES	\$251.28
CENTURYLINK	112598	1/4/2024	INFOSYSTMS	12/16/23 BILL DATE: UTILITY CHARGES	\$23.16
CES	112657	1/11/2024	WSTWTR	PW - WWTP - RPL SCADA SWITCH FOR BLOWER BLDG	\$2,538.77
CHS INC	112658	1/11/2024	FLTMAINT	INV/ DRUM OF 0W20 MOTOR OIL	\$920.15
CINTAS CORPORATION #606	112599	1/4/2024	FLTMAINT	BPO/ FLEET UNIFORM RENT & LAUNDRY	\$252.30
	112659	1/11/2024	FLTMAINT	BPO/ FLEET UNIFORM RENT & LAUNDRY	\$76.23
			PARKSFAC	BPO PARKS UNIFORM LAUNDERED/CLEANING SUPPLIES	\$99.66
CITY OF LEWISTON	1455	1/11/2024	CEMETERY	DEC '23 W/S/G CHARGES	\$35.45
			COMDEV	DEC '23 W/S/G CHARGES	\$171.21
			LIBRARY	DEC '23 W/S/G CHARGES	\$392.31
			PARKSFAC	DEC '23 W/S/G CHARGES	\$10,360.24
			SANITATION	DEC '23 W/S/G CHARGES	\$1,165.42
			TRNSPN	DEC '23 W/S/G CHARGES	\$197.18
			WATER	DEC '23 W/S/G CHARGES	\$417.94
			WSTWTR	DEC '23 W/S/G CHARGES	\$1,785.45



Voucher's Payable

CITY OF LEWISTON EMPLOYEE BENEFIT- CAFETERIA PLAN	112622	1/11/2024	ADMSVC	Payroll Run 1 - Warrant 011124	\$7,902.47
CLEARWATER CLEANING SERVICES CORP	112660	1/11/2024	PARKSFAC	BPO CUSTODIAN SERVICES AT LIBRARY	\$4,245.00
CLEARWATER HYDRAULICS LLC	112600	1/4/2024	FLTMAINT	REPL HYD LINE FOR #354 JET/VAC	\$869.39
CLEMENTS BROWN & MCNICHOLS	112661	1/11/2024	HR	BPO - CLEMENTS, BROWN & MCNICHOLS - HR	\$39.00
			LEGAL	OUTSIDE LEGAL COUNCIL; STROMBERG; EDELBLUTE FY24	\$2,351.50
				OUTSIDE LEGAL COUNCIL; STROMBERG; PROFITT FY24	\$7,278.00
COLEMAN OIL COMPANY LLC DBA COLEMAN OIL COMPANY	112601	1/4/2024	COMDEV	CP-0072165- 12/31/2023 BILL DATE: FUEL CHARGES	\$29.45
			FIRE	CP-0072165- 12/31/2023 BILL DATE: FUEL CHARGES	\$900.90
			FLTMAINT	BPO/ FLEET/ LUBE PRODUCTS & CAR WASHES	\$9.00
				CP-0072165- 12/31/2023 BILL DATE: FUEL CHARGES	\$61.28
			PARKSFAC	CP-0072165- 12/31/2023 BILL DATE: FUEL CHARGES	\$301.54
			POLICE	CP-0072165- 12/31/2023 BILL DATE: FUEL CHARGES	\$1,504.58
			SANITATION	BPO - TS - FUEL	\$226.04
				BPO - TS - FY24 FUEL FOR SDI HAUL	\$1,174.18
			TRANSITOP	CP-0072165- 12/31/2023 BILL DATE: FUEL CHARGES	\$993.76
			TRNSPN	CP-0072165- 12/31/2023 BILL DATE: FUEL CHARGES	\$865.61
			WATER	CP-0072165- 12/31/2023 BILL DATE: FUEL CHARGES	\$50.90
			WSTWTR	CP-0072165- 12/31/2023 BILL DATE: FUEL CHARGES	\$528.10
	112662	1/11/2024	SANITATION	BPO - TS - FUEL	\$104.45
COMMERCIAL TIRE INC	112602	1/4/2024	FLTMAINT	INV/ POLICE VEHICLE TIRES	\$524.27
	112663	1/11/2024	FLTMAINT	OSL/ INSTALL 6 TIRES ON #709 BUS	\$669.00
CONSOLIDATED ELECTRICAL DISTRIBUTORS	112664	1/11/2024	PARKSFAC	BPO ELECTRICAL SUPPLIE	\$286.15
				CONTROLLER FOR DISCONNECT POWER SERVICE CENTER	\$422.08
				ELECTRICAL WORK ON THE LIBRARY FLOATING CEILING	\$401.50
CONSOLIDATED SUPPLY CO	112665	1/11/2024	WATER	WR518 1300 BLK, 16TH ST; PIPE & PARTS	\$16,131.24
CONTROL SYSTEM TECHNOLOGY INC	112666	1/11/2024	WATER	PW-WTP-UPS REPLACEMENTS FOR STATIONS (5)	\$4,827.00
				WR043 PW-WTP-CHANGE OUT UPS & PROG AIR COMPRESSOR	\$5,250.00
CUES INC	112670	1/11/2024	WSTWTR	BPO TV TRUCK SUPPLIES/REPAIRS	\$19.87
				PW-WWC-CAMERA & TRANSPORT PARTS (TV TRUCK)	\$7,345.88
D & D MCLAUGHLIN LLC	112671	1/11/2024	PARKSFAC	POUR CONCRETE BASES 3 BENCHES COM PARK	\$479.00
D&R TREE SERVICE	112672	1/11/2024	WATER	PW-WTP-TREE REMOVAL AT 1727 21ST ST; QUOTE ATTACH	\$2,250.00



Voucher's Payable

DATAWORKS PLUS LLC	112673	1/11/2024	POLICE	PD SOFTWARE AND HARDWARE MAINTENANCE FOR FINGERPRI	\$804.00
DAVID D HARDIN DBA 7 DEVILS PAINTING LLC	112594	1/4/2024	WSTWTR	PW - WWTP - EXTERIOR PAINTING OF HANDRAILS	\$6,000.00
DAY MANAGEMENT CORPORATION DBA DAY WIRELESS SYSTEMS	112674	1/11/2024	FIRE	FIRE - DAYWIRELESS - RADIO REPAIRS	\$375.00
DELL MARKETING LP	112675	1/11/2024	INFOSYSTMS	DELL DOCKS	\$776.22
DEMCO INC	112676	1/11/2024	LIBRARY	BPO - LIB - CATALOGER SUPPLIES	\$61.20
DIGLINE INC	112677	1/11/2024	WATER	BPO PW W/WW LOCATE SERVICES	\$90.67
			WSTWTR	BPO PW W/WW LOCATE SERVICES	\$90.68
EFTPS	1453	1/11/2024	ADMSVC	Payroll Run 1 - Warrant 011124	\$167,411.38
ERB'S ACE HARDWARE LLC	112603	1/4/2024	FIRE	BPO FIRE - ERBS - STATION/VEHICLE MTNC SUPPLIES	\$52.10
			SANITATION	BPO - TS - OPERATING SUPPLIES	\$86.17
	112679	1/11/2024	FIRE	BPO FIRE - ERBS - STATION/VEHICLE MTNC SUPPLIES	\$47.35
			WATER	BPO PW WTP SUPPLIES	\$73.08
EXPRESS EMPLOYMENT PROFESSIONALS	112680	1/11/2024	PARKSFAC	EMPLOYEE TO REPLACE OCH POSITION	\$594.00
FASTENAL COMPANY	112681	1/11/2024	PARKSFAC	BPO SUPPLIES VENDING MACHINE AND SAFETY SUPPLIES	\$272.86
FATBEAM LLC	112682	1/11/2024	LIBRARY	BPO - LIB - PUBLIC INTERNET SERVICES	\$990.00
FBI-LEEDA INC	112683	1/11/2024	POLICE	TRAVEL-KOEPER-FBI LEEDA SUPERVISOR TRAINING	\$795.00
FERGUSON ENTERPRISES #3011	112604	1/4/2024	WATER	BPO PW DISTRIB MAINT SPLYS	\$2,018.17
FERNO WASHINGTON INC	112684	1/11/2024	FIRE	FIRE - FERNO - GURNEY PARTS	\$1,633.90
FOP LEWIS CLARK LODGE #10	112624	1/11/2024	ADMSVC	Payroll Run 1 - Warrant 011124	\$1,779.96
FOUR SEASONS LAWN CARE	112685	1/11/2024	WATER	PW-WTR DISTRIB LAWN APPLICATIONS	\$40.95
			WSTWTR	PW-WW COLL LAWN APPLICATIONS	\$40.95
GATEWAY MATERIALS	112686	1/11/2024	FLTMAINT	BPO/ FLEET REPAIR PARTS & SUPPLIES	\$19.90
			PARKSFAC	STEEL CUT TO REPAIR FLOATING CEILING AT LIBRARY	\$428.40
GEORGE WILLIAM REED	112728	1/11/2024	RECREATION	BPO SENIOR NUT MEAL DELIVERY REIMBURSEMENT	\$104.80
GEORGES LOCK & KEY	112687	1/11/2024	LIBRARY	LOCKBOX KEYS	\$84.44
GMCO CORPORATION	112688	1/11/2024	TRNSPN	BPO - ST - FY24 LIQUID DEICER; NPC BID PIGGYBACK	\$285.03
GRAINGER	112689	1/11/2024	WATER	PW-WTP-NEW DESK; 30*60; DBL PEDESTAL	\$767.46
GUARDIAN PLUMBING, HEATING & A/C INC	112690	1/11/2024	PARKSFAC	EMEGENCY CALL FOR PD EVIDENCE ROOM HEAT	\$415.50
				PART FOR PD EVIDENCE ROOM HEATING UNIT EMERGENCY	\$21.10
H & H BUSINESS SYSTEMS	112605	1/4/2024	TRNSPN	BPO - ENG:DEV - MPW6700SP WIDE FORMAT MAINTENANCE	\$3.70
			WSTWTR	BPO PW WWTP COPIER MAIN & SPLYS	\$3.51
	112691	1/11/2024	COMDEV	BPO-CD-COPIER MAINTENANCE COLOR AND B&W FOR I	\$292.96
HAHN SUPPLY	112692	1/11/2024	PARKSFAC	BPO HVAC TOOLS	\$7.04



Voucher's Payable

HELLS CANYON ELECTRIC LLC	112693	1/11/2024	INFOSYSTMS	NETWORK HARDWARE MOUNTING	\$285.00
HENRY SCHEIN	112694	1/11/2024	FIRE	BPO FIRE - HENRY SCHEIN - EMS SUPPLIES	\$1,206.95
HRA VEBA TRUST	112625	1/11/2024	COMDEV	VEBA - SMITH	\$4,690.10
I A F F - LOCAL #1773	112626	1/11/2024	ADMSVC	Payroll Run 1 - Warrant 011124	\$3,417.00
IAFF LOCAL 1773 PAC	112627	1/11/2024	ADMSVC	Payroll Run 1 - Warrant 011124	\$445.00
IDAHO CHILD SUPPORT RECEIPTING	112629	1/11/2024	ADMSVC	Payroll Run 1 - Warrant 011124	\$758.54
IDAHO FIRE CHIEF'S ASSOCIATION INC	112696	1/11/2024	FIRE	FIRE - IFCA - MEMBERSHIP DUES	\$170.00
IDAHO ICE	112697	1/11/2024	INFOSYSTMS	BPO - WATER FOR INFO SYSTEMS DEPT	\$28.23
			LEGAL	BPO-LEGAL-WATER FOR CITY ATTORNEY'S OFFICE- FY24	\$28.23
			SANITATION	BPO - TS - IDAHO ICE	\$19.09
IDAHO PUBLIC PURCHASING ASSOCIATION INC	112702	1/11/2024	FINANCE	FY24 IPPA MEMBERSHIP - CANDY	\$30.00
IDAHO RECREATION & PARKS ASSN	112630	1/11/2024	PARKSFAC	6 IRPA REGISTRATIONS FOR 2024	\$100.00
				DUES FOR 8 MEMBERS TO THE IRPA	\$100.00
IDAHO RURAL WATER ASSOCIATION	112698	1/11/2024	WATER	PW-WD-IRWA TRAINING; J BRUNELLE; IN LWS 1/9/24	\$120.00
IDAHO STATE TAX COMMISSION	112628	1/11/2024	LIBRARY	DEC '23 SALES TAX	\$43.97
			RECREATION	DEC '23 SALES TAX	\$48.50
			SANITATION	DEC '23 SALES TAX	\$1,922.13
	112631	1/11/2024	ADMSVC	Payroll Run 1 - Warrant 011124	\$30,636.00
	112632	1/11/2024	ADMSVC	Payroll Run 1 - Warrant 011124	\$429.44
INGRAM LIBRARY SERVICES	112699	1/11/2024	LIBRARY	BPO - LIB - 1ST FLOOR NONFICTION	\$71.57
				BPO - LIB - ADULT BOOKMOBILE	\$144.93
				BPO - LIB - ADULT FICTION	\$545.04
				BPO - LIB - AUDIOBOOKS	\$120.43
				BPO - LIB - JUVENILE BOOKMOBILE	\$171.91
				BPO - LIB - JUVENILE FICTION	\$21.57
				BPO - LIB - JUVENILE NONFICTION	\$4.89
				BPO - LIB - LARGE PRINT	\$84.16
				BPO - LIB - TEEN FICTION	\$37.86
				BPO - LIB - TEEN NONFICTION	\$67.45
INLAND CELLULAR	112700	1/11/2024	PARKSFAC	BPO CITY PARKS CAMERAS	\$204.12
INLAND FASTENER INC	112701	1/11/2024	PARKSFAC	NUTS BOLTS AND WASHERS FOR WORK AT LIBRARY CEILIN	\$105.49
			WATER	BPO PW DISTRIB SPLYS	\$4.14
			WSTWTR	BPO PW WWTP P/M/M MAINT SUPPLIES	\$69.16
INTERMOUNTAIN CLAIMS INC	112607	1/4/2024	INSTRUST	INTERMOUNTAIN CLAIMS- REIMB	\$8,903.19
INTERNATIONAL ASSOCIATION OF ARSON INVESTIGATORS	112695	1/11/2024	FIRE	FIRE - IAAI - TESTING FEE	\$93.00
INTERNATIONAL CITY MANAGEMENT ASSOCIATION DBA MISSIONSQUARE RETIREMENT	1452	1/11/2024	ADMSVC	Payroll Run 1 - Warrant 011124	\$3,430.23



Voucher's Payable

ITD REVENUE OPERATIONS	112606	1/4/2024	FLTMAINT	FLEET VEHICLE LICENSING / REGISTRATION RENEWALS	\$69.00
JAMES CONNOLLY CONSULTING LTD	112725	1/11/2024	CEMETERY	FERTILIZER FOR PARKS AND CEMETERY	\$3,000.00
			PARKSFAC	FERTILIZER FOR PARKS AND CEMETERY	\$9,038.00
JGB YOGA	112703	1/11/2024	LIBRARY	LIB - BPO - YOGA INSTRUCTOR FEES	\$600.00
JOE HALL FORD	112704	1/11/2024	FLTMAINT	BPO/ FLEET REPAIR PARTS & OSL	\$69.80
			FLTMAINT	BPO/ FLEET REPAIR PARTS & OSL	\$248.58
				OSL/ DIAG & REPL TRANSM ON #278 AMB	\$10,095.34
				REPL VISOR FOR #708 BUS	\$126.46
			INSTRUST	REPAIRS TO #158 PATROL	\$2,455.95
JOHN'S SAW SERVICE	112705	1/11/2024	PARKSFAC	BPO-PK MAINT-SMALL ENGINE REPAIR AND SUPPLIES	\$18.75
JON ADAMS	112643	1/11/2024	RECREATION	BPO SENIOR NUTRITION MEAL DELIVERY REIMBURSEMENT	\$141.48
KAREN SELDON	112734	1/11/2024	RECREATION	BPO SENIOR NUTRITIONMEAL DELIVERY REIMBURSEMENT	\$171.61
KENWORTH SALES COMPANY	112608	1/4/2024	TRNSPN	PW-STs-ROAD WATCH TEMPERATURE SENSOR	\$896.45
KINLEY L PEDERSON	112724	1/11/2024	RECREATION	BPO SENIOR NUTRITION MEAL DELIVERY REIMBURSEMENT	\$32.10
KLEEN SWEEP JANITORIAL	112706	1/11/2024	WATER	BPO PW DISTRIB MONTHLY CLEANING SRV	\$355.00
L N CURTIS & SONS	112707	1/11/2024	FIRE	FIRE - LN CURTIS - 4 GAS	\$808.00
LEGACY PAVING AND CONSTRUCTION LLC	112709	1/11/2024	WATER	BPO PW W DISTRIB EMERGENCY PATCHES	\$800.00
LEWIS CLARK ANIMAL SHELTER	112609	1/4/2024	POLICE	BPO PD SHELTER CONTRACT FEES	\$5,412.83
LEWIS CLARK STATE COLLEGE	112708	1/11/2024	TRNSPN	REG - THOMPSON & GUEST - FLAGGER TRAINING	\$178.00
LEWISTON MOTOR COMPANY LLC DBA LEWISTON CHEVROLET BUICK GMC	112710	1/11/2024	FLTMAINT	BPO/ REPAIR PARTS & SUPPLIES	\$280.12
MINERT & ASSOCIATES	112711	1/11/2024	HR	BPO - DRUG TESTING SERVICES FOR NEW HIRES, RANDOMS	\$1,386.00
MISC CUSTOMER REFUND	112610	1/4/2024	RECREATION	COMM CTR RESERVATION REFUND : NO LONGER NEEDED 1/6	\$125.00
	112611	1/4/2024	WATER	UB 1304019569 302 3RD	\$113.53
	112612	1/4/2024	ECONDEV	CDBG- MICROENTERPRISE- MARKS SECURITY (2ND)	\$600.00
	112613	1/4/2024	UNDEFINED	UB 1900765848 420 LINDEN	\$61.27
	112614	1/4/2024	WATER	UB 0509048704 908 CYPRESS	\$122.82
	112615	1/4/2024	WATER	UB 1301001406 1023 3RD	\$122.30
	112633	1/11/2024	ECONDEV	CDBG: 2023 LEW SCHL DIST HOMELESS PRGRM- RENT	\$375.00
	112634	1/11/2024	WATER	REIMBURSEMENT: 888 WILD DOVE WAY- NO IRR METER	\$7,352.00
MOTION INDUSTRIES INC	112712	1/11/2024	FLTMAINT	BPO-DTV/REPAIR PARTS *RETURN*	(\$115.16)
				BPO-DTV/REPAIR PARTS *RETURNED*	\$115.16
			WATER	BPO PW DISTRIBUTION SUPPLIES	\$6.43
MOUNTAIN CONSULTING SERVICES	112713	1/11/2024	ECONDEV	BPO-CD-CDBG-HRP ADMIN FOR LEAD BASE PAINT TESTING	\$3,240.00



Voucher's Payable

NAPA AUTO PARTS	112714	1/11/2024	FLTMAINT	BPO - FLEET - REPAIR PARTS & SUPPLIES	\$856.74
			FLTMAINT	BPO - FLEET - REPAIR PARTS & SUPPLIES	\$215.85
			WATER	BPO PW DISTRIB SPLYS	\$15.96
			WSTWTR	BPO PW WWTP SUPPLIES	\$42.56
NATIONWIDE RETIREMENT	1451	1/11/2024	ADMSVC	Payroll Run 1 - Warrant 011124	\$8,223.32
NATIONWIDE-RESERVE	1454	1/11/2024	ADMSVC	Payroll Run 1 - Warrant 011124	\$1,408.90
NCPERS GROUP LIFE INS	112636	1/11/2024	ADMSVC	Payroll Run 1 - Warrant 011124	\$1,488.00
NET TRANSCRIPTS INC	112715	1/11/2024	POLICE	PD TRANSCRIBE INTERNAL AFFAIRS FILES	\$120.54
NEZ PERCE COUNTY	112616	1/4/2024	LEGAL	BPO-LEGAL-NPC-COL FY24 PROSECUTION SERVICES	\$9,549.67
NEZ PERCE COUNTY RECORDER	112716	1/11/2024	EXECUTIVE	BPO - EXEC - DOCUMENT RECORDATION	\$11.00
NEZ PERCE COUNTY SHERIFF	112637	1/11/2024	ADMSVC	Payroll Run 1 - Warrant 011124	\$762.06
NORCO INC	112617	1/4/2024	FIRE	BPO FIRE - NORCO - O2, EMS/SUPPRESSION SUPPLIES	\$466.55
	112717	1/11/2024	FIRE	BPO FIRE - NORCO - O2, EMS/SUPPRESSION SUPPLIES	\$261.68
NORTH 40 OUTFITTERS	112718	1/11/2024	FLTMAINT	BPO/ FLEET REPAIR PARTS & SUPPLIES	\$26.44
				FLEET-SAFETY BOOTS; ROBEN BRAUN	\$175.00
			PARKSFAC	BPO CONSTRUCTION, MAINTENANCE, IRRIGATION SUPPLIE	\$101.76
				BPO SHOP SUPPLIES	\$23.39
			WATER	BPO PW DISTRIB SPLYS	\$57.95
			WSTWTR	BPO PW WWTP SUPPLIES	\$102.83
				PW-WWC-K HIGBEE; NEW HIRE; PPE	\$494.92
				PW-WWC-SAFETY SHOES; K HIGBEE	\$175.00
NUANCE COMMUNICATIONS INC	112719	1/11/2024	POLICE	BPO PD LICENSES FOR DRAGON SOFTWARE	\$1,250.00
ODP BUSINESS SOLUTIONS LLC	112721	1/11/2024	LIBRARY	BPO - LIB - OFFICE SUPPLIES	\$25.36
			PARKSFAC	BPO PARKS REC ADMIN OFFICE SUPPLIES	\$303.67
			POLICE	BPO PD OFFICE SUPPLIES	\$277.69
			TRNSPN	BPO - PW OFFICE - OPERATING SUPPLIES	\$174.00
				BPO - ST/TR - OFFICE SUPPLIES	\$111.37
			WSTWTR	BPO PW WWTP OFFICE SUPPLIES	\$107.56
ONLINE SOLUTIONS LLC DBA CITIZENSERVE	112722	1/11/2024	COMDEV	ANNUAL RENEWAL - CITIZENSERVE	\$21,600.00
			FINANCE	ANNUAL RENEWAL - CITIZENSERVE	\$1,800.00
			FIRE	ANNUAL RENEWAL - CITIZENSERVE	\$1,800.00
			TRNSPN	ANNUAL RENEWAL - CITIZENSERVE	\$3,600.00
			WATER	ANNUAL RENEWAL - CITIZENSERVE	\$1,800.00
			WSTWTR	ANNUAL RENEWAL - CITIZENSERVE	\$1,800.00
O'REILLY AUTO PARTS	112720	1/11/2024	FLTMAINT	BPO/ FLEET REPAIR PARTS	\$73.60
			FLTMAINT	BPO/ FLEET REPAIR PARTS	\$151.10
OVERDRIVE INC	112618	1/4/2024	LIBRARY	LIB - BPO - JUVENILE OVERDRIVE	\$729.99



Voucher's Payable

OXARC	112723	1/11/2024	FIRE	BPO FIRE - OXARC - CYLINDER RENTAL	\$20.42
			WATER	BPO PW DISTRIB SPLYS	\$25.38
			WSTWTR	BPO PW WW COLL PERSONNEL EQUIPMENT	\$64.15
PAUL SCOTT DRIVER	112678	1/11/2024	RECREATION	BPO SENIOR NUTRITION MEAL DELIVERY REIMBURSEMENT	\$59.61
PERSI	1450	1/11/2024	ADMSVC	Payroll Run 1 - Warrant 011124	\$213,881.69
POINTE PEST CONTROL - ID LLC	112619	1/4/2024	PARKSFAC	MICE PROBLEM AT OCH	\$165.00
PORT OF LEWISTON	112726	1/11/2024	INFOSYSTMS	BPO - IT - FIBER CONNECTIONS	\$945.00
PRINTCRAFT PRINTING	112727	1/11/2024	COMDEV	BPO-CD-ENVELOPES, LETTERHEAD, PAPER, BUSINESS CAR	\$20.00
			PARKSFAC	SIGNAGE FOR PARK RENTAL INFORMATION	\$350.00
			POLICE	BPO PD BUSINESS CARDS	\$65.00
				PD FIELD TRAINING MANUALS FOR NEW PATROL OFFICERS	\$140.00
RDK CORPORATION DBA SHADOW TRACKERS	112736	1/11/2024	HR	PD NORMAL HILL RESIDENTIAL PARKING VISITOR PASSES	\$67.50
				BPO - BACKGROUND CHECKS	\$261.00
RELIANCE STANDARD LIFE INSURANCE COMPANY	112638	1/11/2024	ADMSVC	Payroll Run 1 - Warrant 011124	\$7,464.14
RICOH USA INC	112729	1/11/2024	FIRE	BPO FIRE - RICOH - HQ COPIER	\$193.87
			LEGAL	BPO-LEGAL-RICOH MONTHLY COPIER RENTAL FY24	\$134.77
			LIBRARY	BPO - LIB - LEASE FEES	\$280.86
			POLICE	BPO PD DISPATCH COPIER RENTAL	\$133.65
	112730	1/11/2024	FIRE	BPO FIRE - RICOH METER	\$34.44
			LEGAL	BPO-LEGAL-RICOH MONTHLY COPY FEES-FY24	\$39.90
			SANITATION	BPO - PW - MPC4503 COPIER MAINTENANCE	\$16.85
			STMWTR	BPO - PW - MPC4503 COPIER MAINTENANCE	\$20.11
			TRNSPN	BPO - PW - MPC4503 COPIER MAINTENANCE	\$160.89
			WATER	BPO - PW - MPC4503 COPIER MAINTENANCE	\$1.35
			WSTWTR	BPO - PW - MPC4503 COPIER MAINTENANCE	\$10.06
ROCKY MOUNTAIN VALVES & AUTOMATION INC	112731	1/11/2024	WATER	PW - DIST - 1-2" AIR RELEASE VALVE; BOOSTER STA	\$331.89
				PW-WTD-2" AIR/VAC RELEASES (3) FOR UPGRADES	\$950.00
ROGERS MOTORS LLC DBA ROGERS CHRYSLER JEEP DODGE RAM LLC	112732	1/11/2024	FLTMAINT	BPO - FLEET - REPAIR PARTS & REPAIRS	\$206.80
SANITARY DISPOSAL INC DBA SUNSHINE DISPOSAL & RECYCLING	112741	1/11/2024	SANITATION	BPO - PW - FY24 ANNUAL CURBSIDE COLLECTION	\$264,033.10
				BPO - PW - FY24 PROCESSING SINGLE STREAM RECY	\$12,576.60
				BPO - TS - FY24 TONNAGE HAUL	\$18,485.92
SCADACORE INC	112733	1/11/2024	WATER	PW-WTP-PINOUT CABLE & BULLETCAT4-GL	\$2,007.00



Voucher's Payable

				PW-WTR-HARDWARE FOR VIASAT & VIACELL MONITOR SYS	(\$1,800.00)
SHERA S BRYER	112656	1/11/2024	RECREATION	BPO SENIOR NUTRITION MEAL DELIVERY REIMBURSEMENT	\$62.88
SITEONE LANDSCAPE SUPPLY LLC	112737	1/11/2024	PARKSFAC	3 TONS CRUMB RUBBER 40 BAGS OF SAND	\$1,954.63
				BPO PARK MAINT-IRRIGATION AND TURF SUPPLIES	\$46.92
				GALVANIZED LANDSCAPE SPIKES ARTIFICIAL TURF AIRPO	\$92.98
SPLASH CARWASH & DETAILING	112739	1/11/2024	FLTMAINT	BPO - CAR WASHES FOR FLEET	\$14.00
			POLICE	BPO PD CAR WASH	\$413.00
STERLING BATTERY COMPANY	112740	1/11/2024	FLTMAINT	BPO - FLEET VEHICLE BATTERIES	\$944.09
SYSCO SPOKANE INC	112743	1/11/2024	RECREATION	BPO FOOD SUPPLIES FOR SENIOR NUTRITION PROGRAM	\$1,416.98
TAMMI L SMITH DBA THE COUNTRY STITCH	112669	1/11/2024	POLICE	BPO PD UNIFORM ALTERATIONS	\$19.48
THE HOME DEPOT PRO	112742	1/11/2024	PARKSFAC	CUSTODIAL CHEMICAL CLEANING SUPPLIES	\$291.98
				CUSTODIAN SUPPLIES	\$584.76
			RECREATION	FLOOR MATS FOR FENTON GYM	\$398.97
THE UPS STORE	112750	1/11/2024	FLTMAINT	BPO - FLEET - SHIPPING	\$22.42
			POLICE	BPO PD MAIL SERVICE	\$92.15
THOMAS DEAN & HOSKINS OF IDAHO INC	112621	1/4/2024	WATER	WR100 ITD WATERLINE; KN23119 PORT OF ENTRY; DESIG	\$5,926.00
	112745	1/11/2024	PROPIMPR	ENGINEERING FOR A REROOF OF THE TRAFFIC BUILDING	\$2,958.25
THOMAS K THOMPSON DBA SPORT TRUCK CENTER	112620	1/4/2024	CEMETERY	AIR BAGS FOR THE CEMETERY TRUCK	\$500.00
THOMSON REUTERS - WEST	112746	1/11/2024	LEGAL	BPO-LEGAL-WESTLAW CHARGES FOR FY24	\$916.95
T-MOBILE	112744	1/11/2024	LIBRARY	BPO - LIB - MOBILE HOTSPOT FEES	\$43.40
TRIBUNE PUBLISHING CO	112747	1/11/2024	COMDEV	BPO-CD-P&ZC PUBLISHED NOTICES FOR PUBLIC HEARINGS	\$152.60
			EXECUTIVE	BPO -EXEC - PUBLIC HEARING/ORDINANCE PUBLICATIONS	\$285.84
			WATER	IFB-23-024 POE WATERLINE AD FOR BID	\$241.08
TYLER TECHNOLOGIES INC	112748	1/11/2024	INFOSYSTMS	TYLER FORMS - FORM UPDATE	\$600.00
UNIFORMS2GEAR INC	112749	1/11/2024	POLICE	BPO PD UNIFORMS/ADMIN	\$189.84
				BPO PD UNIFORMS/SUPPORT SERVICES	\$60.22
URM STORES INC	112751	1/11/2024	RECREATION	BPO- SEN NUTRITION-FOOD AND CLEANING SUPPLIES	\$310.44
			WATER	BPO PW DISTRIBUTION SPLYS	\$4.98
VALLEY WASTE DISPOSAL LLC	112752	1/11/2024	SANITATION	BPO - PW - FY24 NON-MUNICIPAL SW DISPOSAL	\$9,625.75
WASHINGTON STATE SUPPORT REGISTRY	112639	1/11/2024	ADMSVC	Payroll Run 1 - Warrant 011124	\$503.30
WELLS FARGO	112668	1/11/2024	COMDEV	BPO-CD-OFFICE SUPPLIES FROM COSTCO	\$200.33
			FINANCE	BPO-PURCHASING-CITYHALL BREAKROOM SUPPLIES	\$77.94



Voucher's Payable

				CITY MEMBERSHIP TO COSTCO	\$125.00
			FIRE	FIRE - COSTCO - LARGE SCREEN FOR FC	\$443.60
			POLICE	PD HAND WARMERS FOR SWAT TEAM	\$30.73
WESMAR AUTOMOTIVE DBA WESMAR PRODUCTS	112753	1/11/2024	FLTMAINT	BPO - FLEET - BRAKE&CARB CLEANER	\$84.00
WESTERN RECYCLERS INC	112754	1/11/2024	FINANCE	BPO - FIN - WESTERN RECYCLERS - SHREDDING	\$34.66
			FIRE	BPO FIRE - WESTERN RECYCLERS - DOC DESTRUCTION	\$52.00
			HR	BPO - FIN - WESTERN RECYCLERS - SHREDDING	\$17.34
			LIBRARY	BPO - LIB - SHREDDING SERVICES	\$52.00
			POLICE	BPO PD SHREDDING SERVICES	\$52.00
WESTERN STATES EQUIPMENT	112755	1/11/2024	WSTWTR	PW-WWTP-PREVENT MAINT & BATT; GEN #3, #4 & SSHORE	\$2,451.23
WEX BANK	112759	1/11/2024	POLICE	BPO PD FUEL/UNMARKED	\$170.69
WHITNEY EQUIPMENT CO INC	112756	1/11/2024	WSTWTR	PW-WWTP-D.O. PROBE CAPS; REPLACEMENTS (15)	\$3,032.54
WILBERT PRECAST INC	112757	1/11/2024	CEMETERY	WILBERT'S SHARE BURIALS IN DECEMBER 2023	\$2,719.00
WITMER PUBLIC SAFETY GROUP INC	112758	1/11/2024	FIRE	FIRE - FIRE STORE - STREAMLIGHTS	\$353.76
				FIRE - PUBLIC SAFETY - WILDLAND SHIRTS	\$747.75
WSCCCE	112640	1/11/2024	ADMSVC	Payroll Run 1 - Warrant 011124	\$2,067.32
WSCFF EMPLOYEE BENEFIT TRUST	112641	1/11/2024	ADMSVC	Payroll Run 1 - Warrant 011124	\$3,975.00
XYLEM WATER SOLUTIONS USA INC	112760	1/11/2024	WSTWTR	PW - WWTP - UV BULBS, PARTS, TRAINING	\$9,411.00
ZOLL MEDICAL CORPORATION GPO	112761	1/11/2024	FIRE	BPO FIRE - ZOLL MEDICAL - SUPPLIES	\$1,126.68
				FIRE - ZOLL - MONITOR BAG REPLACEMENT	\$519.88
Total					\$1,273,025.29



CITY COUNCIL MEETING AGENDA ITEM SUMMARY

ITEM TITLE TAMMANY VISTA PRELIMINARY PLAT APPROVAL EXTENSION	AGENDA NO. VI. D. AGENDA DATE: January 22, 2024
ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.) At their May 11, 2022 regular meeting, the City of Lewiston Planning and Zoning Commission considered the Tammany Vista - Phase 1 Preliminary Plat, and voted unanimously to recommend approval of the plat as presented, to the Lewiston City Council. At their May 23, 2022 regular meeting, the Lewiston City Council voted to accept the unanimous recommendation of the Planning and Zoning Commission, and approved the preliminary plat of Tammany Vista Phase I (approved preliminary plat is attached). As explained in the applicant's extension request letter, various elements of the design and permitting process have experienced delays requiring an extension of the preliminary plat approval. The preliminary plat was valid for one (1) year from the date of approval under the City Subdivision Code (Sec. 32-19 – Significance of preliminary plat approval). The Code allows the City Council to extend the expiration if the applicant has demonstrated good cause. A letter from Drew C. Dittman, P.E. is attached which explains the causes of the extended project design schedule. Mr. Dittman has requested that the approval of the Tammany Vista - Phase I, preliminary plat be extended until May 23, 2024. The Tammany Vista, Phase 1 preliminary plat proposes to subdivide approximately 15.9 acres of property located along the extension of Ripon Avenue between 18th and 20th Streets, into 50 development lots. Approximately 3230 l.f. of public street and associated public utilities will need to be constructed to service the finished subdivision. Ripon Ave. is proposed to be constructed as a Local Residential street, and will bridge the current gap in Ripon Avenue between 18th and 20th Streets. 18th Street "B" and 19th Streets will also be built to the Local Residential street standard, and will extend southerly to the edge of the proposed subdivision in conformance with Section 32-32(d) of the City Subdivision Code, to provide for future connection with the adjoining undeveloped land to the south. The Ripon Avenue intersections at 18th and 20th streets will be modified as required to facilitate the Ripon Avenue extension, and the west side of 20th Street south of Ripon Avenue, and fronting the proposed development, must also be constructed. An existing storm drainage line exits the existing development to the north, approximately 170 feet east of 19th Street. The developer's proposal indicates they will capture this stormwater flow and pipe it into facilities constructed as part of the Tammany Vista development proposal. With the capture and diversion of the existing stormwater flow, the disposition of an existing strip of property, 10 feet in width, that the City owns along the north side of the proposed development for stormwater transmission,	

will need to be discussed.

The proposed plat area is outside of LOID's irrigation district boundaries, but they have agreed to provide potable water for the proposed development. The Central Orchards Sewer District will provide sanitary sewer service for the proposed lots. Avista Utilities, Lumen Technologies, and Sparklight have also confirmed their intent to provide utility service.

The subject property is part of the Tammany Vista Planned Unit Development and the proposed lot configurations adhere to the requirements of the P.U.D. agreement and the City of Lewiston Zoning Ordinance, City Code Chapter 37.

BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources)

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

ACTION PROPOSED

Staff recommends that the City Council approve Mr. Dittman's request to extend the approval of the Tammany Vista - Phase 1, preliminary plat until May 23, 2024, as requested.

City of Lewiston
 215 D Street, Suite B
 PO Box 617
 Lewiston, Idaho 83501-1930

January 3, 2024



ATTN: Mr. Mark Weigand, PLS
City Surveyor

RE: Tammany Vista – Phase 1

Dear Mark:

The purpose of this letter is to formally request the extension of the Preliminary Plat approval for the above referenced project. The Preliminary Plat was approved by City Council on 5/23/22 and was valid for a period of 12 months. The developer, Big Creek Land Company, and Lake City Engineering inadvertently let the approval expire while we were working on the construction drawings and design for this project.

There have been many moving pieces to this project, including dealing with approvals from several jurisdictional agencies and utility providers. This process has taken us longer than we anticipated. However, we are actively and diligently working towards plan approval. To date, we have annexed the property into the Lewiston Orchards Irrigation District (LOID) boundary and received Construction Drawing approvals from both LOID and Central Orchards Sewer District. The plans are currently being reviewed by the Idaho Department of Environmental Quality as well as the City of Lewiston. We anticipate receiving all the required plan approvals within the next 30 days.

Section 32-19(2) of the Lewiston City Code allows for extensions to be granted upon showing good cause. Given our efforts to gain approvals, and the amount of time it has taken for reasons beyond our control, we believe that we have adequately demonstrated good cause and commitment to moving this project forward. This is a large project, and construction is anticipated to take at least 9 months to complete, therefore we are asking for a 12 month extension of the Preliminary Plat approval.

Thank you for your time and consideration in this matter. If you have any questions, please feel free to contact me at your convenience.

Regards,

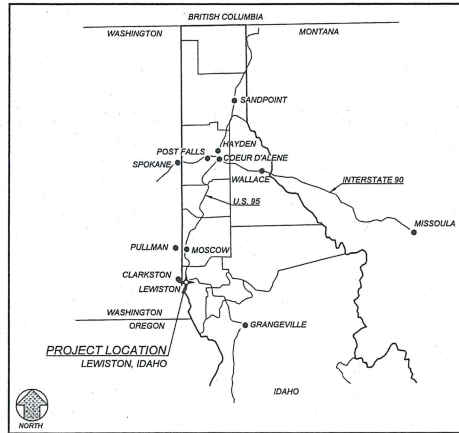
Drew C. Dittman, PE
Principal

cc: Mr. Cliff Mort - Big Creek Land Company, LLC

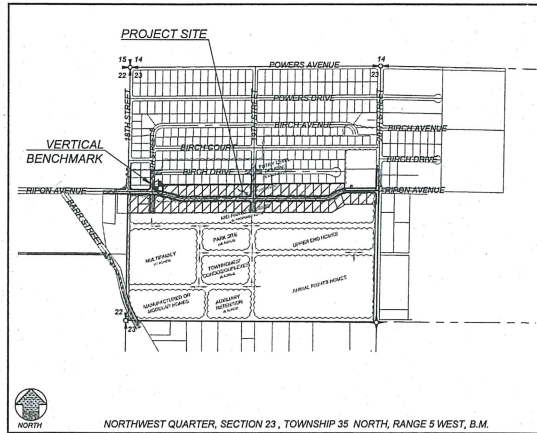
TAMMANY VISTA - PHASE 1

PRELIMINARY PLAT

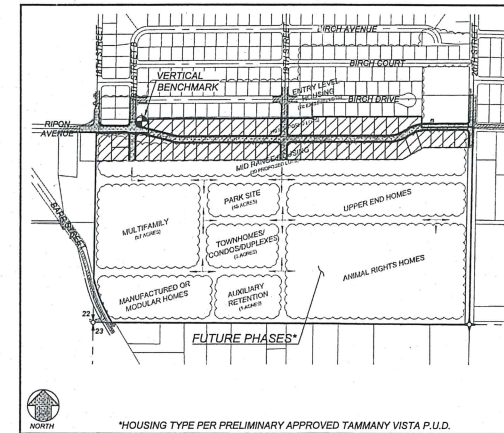
A PORTION OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 35 NORTH,
RANGE 5 WEST, BOISE MERIDIAN,
CITY OF LEWISTON, NEZ PERCE COUNTY, IDAHO



VICINITY MAP
NTS



PROJECT LOCATION
1" = 600'



PROJECT SITE
1" = 400'

PROJECT OWNER/DEVELOPER

BIG CREEK LAND COMPANY, LLC
1950 W. BELLERIVE LANE #107
COEUR D'ALENE, IDAHO 83814
PH: (208) 930-4897

PROJECT ENGINEER

DREW C. DITTMAN, PE
LAKE CITY ENGINEERING, INC.
126 E. POPLAR AVENUE
COEUR D'ALENE, IDAHO 83814
PH: (208) 676-0230

PROJECT ENGINEER

WAYNE A. LOCKMAN, PLS
LAKE CITY ENGINEERING, INC.
126 E. POPLAR AVENUE
COEUR D'ALENE, IDAHO 83814
PH: (208) 676-0230

PROJECT INFORMATION

PARCEL NUMBER: RPL355W023361
TOTAL ACREAGE: 98.1 acres
PROJECT ACREAGE: 16.9 acres
ZONING: PLANNED UNIT DEVELOPMENT (PUD)
LOTS: 50
MIN. LOT SIZE: 9,954 SF
MAX. LOT AREA: 20,885 SF

CONTACT INFORMATION

WATER PURVEYOR
LEWISTON ORCHARDS IRRIGATION DISTRICT
1520 POWERS AVENUE
LEWISTON, IDAHO 83501
PH: (208) 746-8235

SEWER PURVEYOR
CENTRAL ORCHARDS SEWER DISTRICT
1522 POWERS AVENUE
LEWISTON, IDAHO 83501
PH: (208) 746-8689

UTILITY PURVEYORS

CLEARWATER POWER (POWER)
4230 HATWAI ROAD
LEWISTON, IDAHO 83501
PH: (208) 743-1591

LUMEN TECHNOLOGIES (FORMERLY CENTURYLINK) [COMMUNICATION]
247 THAIR ROAD SUITE 103
LEWISTON, IDAHO 83501
PH: (208) 298-1555

SPARKLIGHT [COMMUNICATION]
2320 NEZ PERCE GRADE
LEWISTON, IDAHO 83501
PH: (208) 749-3325

VERTICAL BENCHMARK

1/2" REBAR WITH BLUE PLASTIC CAP, MARKED "LCE CONTROL",
+2 HR STATIC OCCUPATION PROCESSED THROUGH NATIONAL
GEODETIC SURVEY WEBSITE, OPUS SOLUTION
ELEV: 1539.90 (NAVD 88, GEOID 18)

INDEX OF SHEETS

1. TITLE SHEET
2. PRELIMINARY PLAT
3. EXISTING CONDITIONS
4. PRELIMINARY INFRASTRUCTURE
5. P.U.D. INFORMATION
6. DETAILS

NO.	DESCRIPTION	INITIAL	DATE



TAMMANY VISTA - PHASE 1

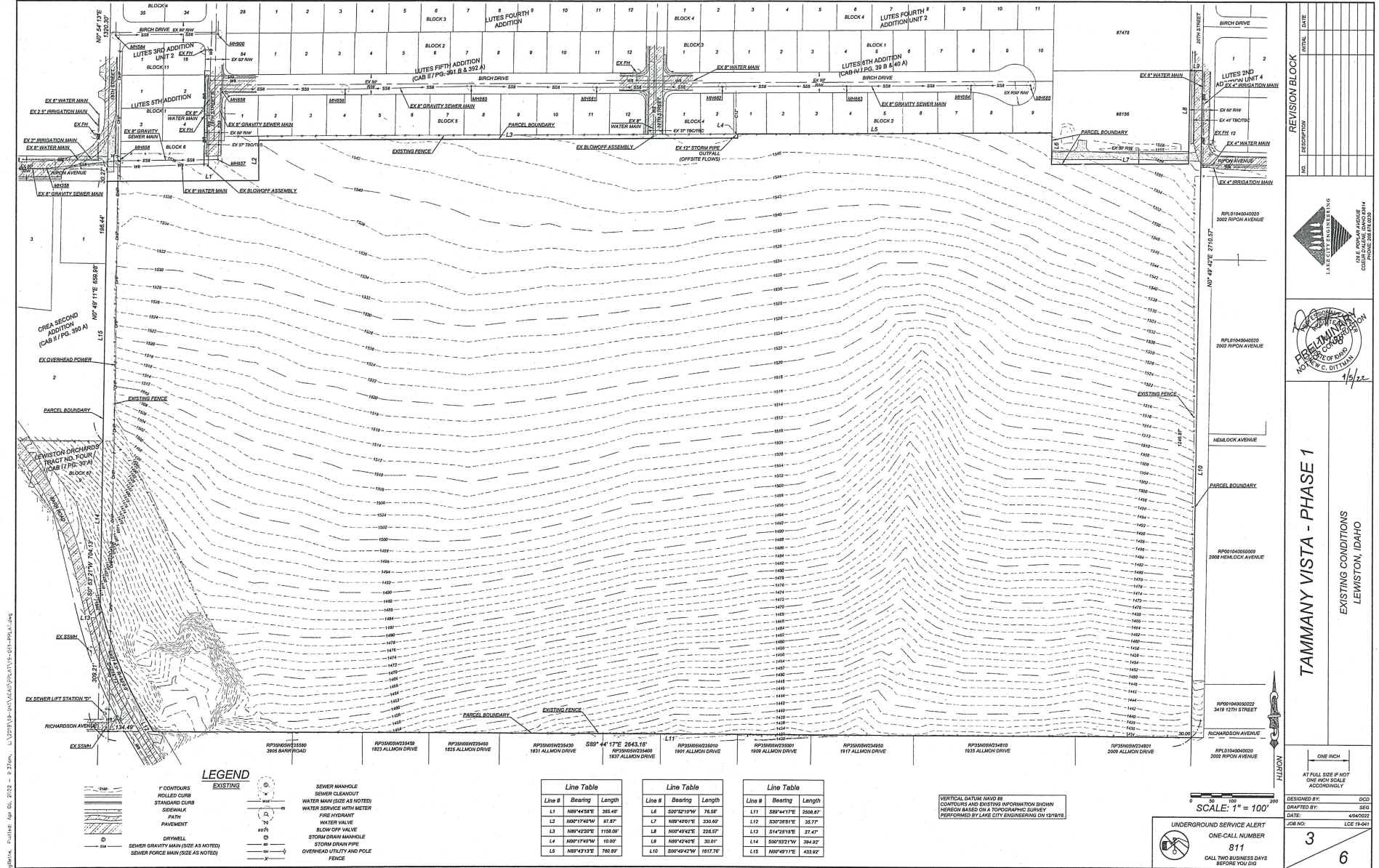
TITLE SHEET
LEWISTON, IDAHO

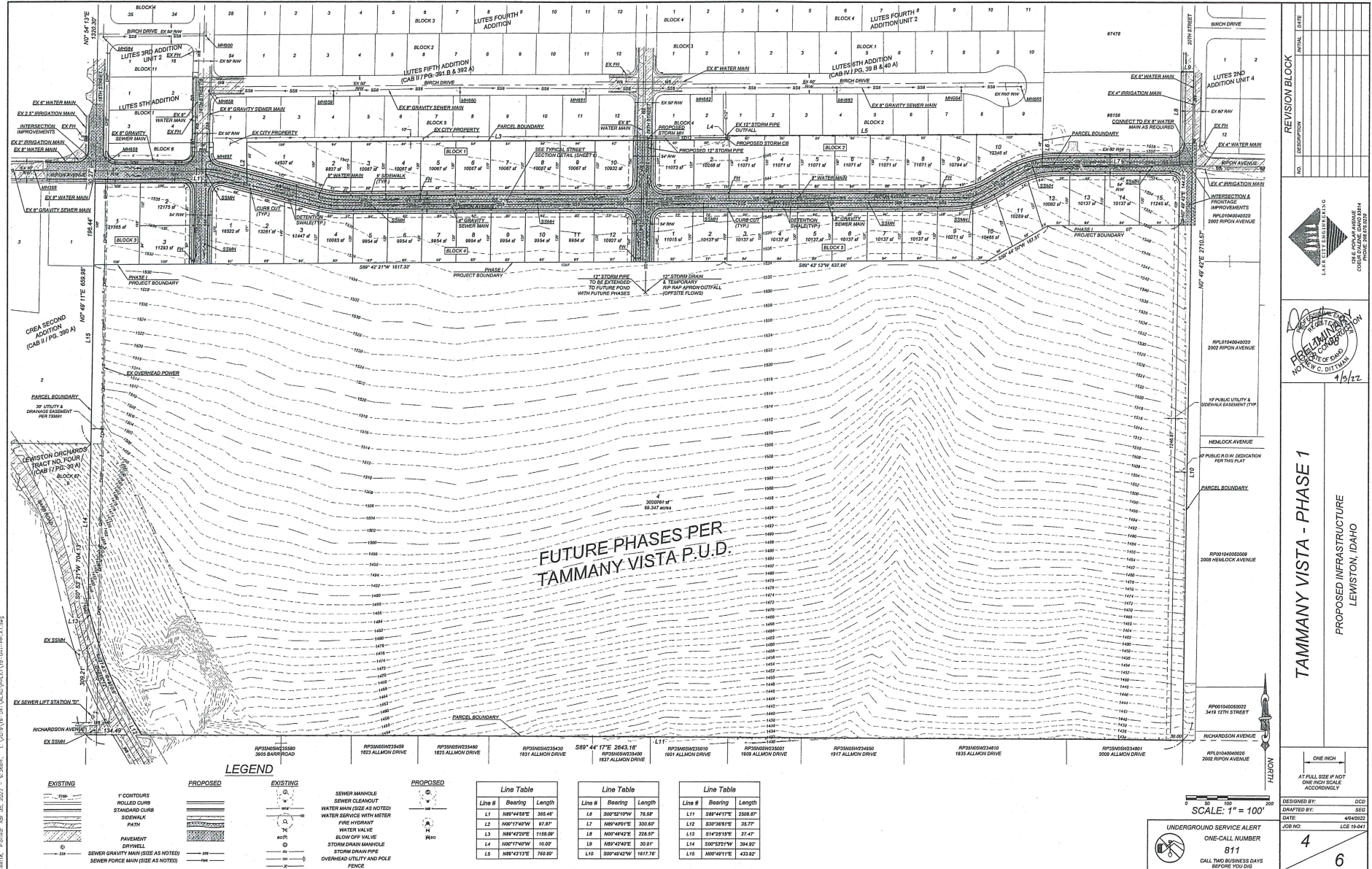
ONE INCH
AT FULL SIZE IF NOT
ONE INCH SCALE
ACCORDINGLY

DESIGNED BY: DCD
DRAWN BY: DCD
DATE: 4/26/2023
JOB NO: LCE 19-041

1
6

UNDERGROUND SERVICE ALERT
ONE-CALL NUMBER
811
CALL TWO BUSINESS DAYS
BEFORE YOU DIG





REVISION BLOCK

NO.	DESCRIPTION	DATE
1		
2		
3		
4		
5		
6		

TAMMANY VISTA - PHASE 1

PROPOSED INFRASTRUCTURE

LEWISTON, IDAHO

1/15/22

4

6

City of Lewiston





CITY COUNCIL MEETING AGENDA ITEM SUMMARY

ITEM TITLE TRANSIT BUS PURCHASE THROUGH TIPS COOPERATIVE	AGENDA NO. VII. A. AGENDA DATE: January 22, 2024
ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.) In FY22 and FY23, the City Council approved CARES Act funding for the purchase of two light duty buses. Due to unprecedented cost escalations, the intended procurement was delayed until the current fiscal year (FY24). The initial allocation of \$210,000 from the CARES Act, along with \$80,000 earmarked for an ADA-accessible van and trailer, encountered challenges due to substantial cost increases in the bus market since 2019, particularly exacerbated by the onset of the Covid-19 pandemic. As a result, our anticipated budget of \$210,000 for the two buses is no longer sufficient to cover the updated pricing. After extensive research and exploration of procurement avenues, we would like to purchase from The Interlocal Purchasing System (TIPS) Cooperative. Council approved the City's membership with TIPS at its November 13, 2023 meeting. Staff proposes utilizing the initial \$210,000 allocated for buses, the \$80,000 reserved for the van and trailer, and an estimated additional \$33,000 from the CARES Act operating funds to cover the remaining balance of \$23,483.12 and estimated \$9,516.88 for essential enhancements. Quotes are not attainable for the enhancements because the buses are a year out for delivery. The estimated amount is based on past quotes.	
BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources) The breakdown of expenses includes a quote of \$313,483.12 for the buses themselves, accompanied by an estimated \$9,516.88 intended for essential enhancements such as bus wraps and tablet docking stations. Notably, the utilization of CARES Act funding alleviates the need for a local financial match, rendering the total budget impact as \$0.00.	
ACTION PROPOSED Staff request the City Council's approval to purchase two light duty buses for the amount of \$313,483.12 from the ABC Bus Company via The Interlocal Purchasing System (TIPS), supplemented by an estimated additional \$9,516.88 for ancillary equipment.	

Memo



To: Lewiston City Council

From: Suzanne Seigneur, Transit Manager

Cc: Purchasing

Date: 1/4/2024

Re: Approval of Bus Purchase through the TIPS Cooperative

In FY22 and FY23, City Council approved CARES Act funding for the purchase of two light duty buses. Due to unprecedented cost escalations, the intended procurement was delayed until the current fiscal year (FY24).

The initial allocation of \$210,000 from the CARES Act, along with \$80,000 earmarked for an ADA accessible van and trailer, encountered challenges due to substantial cost increases in the bus market since 2019, particularly exacerbated by the onset of the Covid-19 pandemic. As a result, our anticipated budget of \$210,000 for the two buses is no longer sufficient to cover the updated pricing.

After extensive research and exploration of procurement avenues, we would like to purchase from The Interlocal Purchasing System (TIPS) Cooperative. Council approved the City's membership with TIPS at its November 13, 2023 meeting. Staff proposes utilizing the initial \$210,000 allocated for buses, the \$80,000 reserved for the van and trailer, and an estimated additional \$33,000 from the CARES Act operating funds to cover the remaining balance of \$23,483.12 and estimated \$9,516.88 for essential enhancements. Quotes are not attainable for the enhancements because the buses are a year out from delivery. The estimated amount is based on past quotes.

The breakdown of expenses includes a quote of \$313,483.12 for the buses themselves, accompanied by an extra \$9,516.88 intended for essential enhancements such as bus wraps and tablet docking stations. Notably, the utilization of CARES Act funding alleviates the need for a local financial match, rendering the total budget impact as \$0.00.

To proceed with this purchase, we kindly request the City Council's approval of the quoted amount of \$313,483.12 from the ABC Bus Company via The Interlocal Purchasing System (TIPS), supplemented by an additional \$9,516.88 for ancillary equipment.

Your support in endorsing this proposal will enable the Transit Department to efficiently procure the necessary assets, ensuring continued operational efficiency and enhanced service provisions.

Supplementary Conditions for Transit Bus Purchase off TIPS Contract #230204

1. Scope of Work:

- a. The vendor shall provide two (2) transit buses as outlined in the specifications provided in Exhibit A.
- b. Delivery shall be made to Fleet Maintenance Services at 1214 Warner Ave, Lewiston, ID 83501 after the issuance of the purchase order.

2. FTA Compliance:

- a. The vendor shall adhere to all Federal Transit Administration (FTA) requirements, including but not limited to Buy America provisions, disadvantaged business enterprise (DBE) requirements, and Title VI regulations.
- b. All materials and components used in the construction of the buses shall comply with Buy America requirements outlined in 49 U.S.C. § 5323(j) and 49 CFR Part 661.

3. CARES Act Compliance:

- a. The vendor shall certify compliance with CARES Act guidelines, including the use of funds in accordance with the Act's provisions and reporting requirements as specified by the Federal Transit Administration.

4. Specifications and Compliance:

- a. The vendor shall ensure that all buses provided comply with the specifications detailed in Attachment A and meet the FTA and CARES Act requirements.
- b. Any modifications or deviations from the specified requirements must be approved in writing by the purchasing entity before the delivery.

5. Quality Assurance and Warranty:

- a. The vendor shall warrant that all buses delivered are free from defects in materials, workmanship, and design for a period of not less than those describe in Exhibit A from the date of written acceptance.
- b. The warranty shall cover repairs, replacements, and labor costs incurred due to any defects during the warranty period.
- c. All warranty repairs will be completed without cost to the City. **The Vendor will be the point of contact for all warranty work and will be responsible for 100% of parts and labor for repairs specifically covered by written warranty and any extended warranty required to meet the TIPS bid specifications.** The City Equipment Services Manager will notify the Vendor during normal working hours of necessary repairs covered by warranty. At such time a warranty repair is reported, the Equipment Services Manager and the Vendor will determine whether the repair will be made by one of the following methods:

- 1. In Vendor's Service Shop: The Vendor will repair the unit at the Vendor's designated service shop.

2. By Vendor's Field Service Mechanic: The Vendor's field service mechanic will repair the unit on-site or at a location mutually agreed upon by the City Equipment Services Manager and the Vendor. All repairs are done at no cost to the City. The Vendor's field mechanic shall comply with City safety regulations and general legal relations and responsibility conditions when working on City property, including having workers compensation coverage that is valid in Idaho. The Vendor's field mechanic shall notify the City Equipment Services Manager prior to any work performed on City property.

3. In City's Service Shop: Upon request of the Vendor, repairs may be made by City service personnel. City service shop repairs will only be made permitted the City shop workloads, at the time of request, enable such repairs. The City Equipment Services Manager will determine, at the time of request, if City service shop repairs are a viable option. The Vendor will supply all necessary repair parts at no cost to the City. The Vendor will reimburse the City the cost of City labor and parts to repair the unit.

4. Any other method mutually agreed upon between the City Equipment Services Manager and the Vendor that results in no cost to the City.

6. Pricing and Payment Terms:

a. The total purchase price for the buses shall be Three Hundred Thirteen Thousand Four Hundred Eighty-Three Dollars and Twelve Cents (\$313,483.12), inclusive of all duties, and delivery costs. The City of Lewiston is exempt from state sales tax and federal excise tax. Therefore, these taxes are not to be included in the pricing. The City will provide applicable Tax Exemption Certificates upon request.

b. Payment terms shall be 30 days of written acceptance of the vehicles, or net 30 from invoice, whichever is later. Delivery is not acceptance. Acceptance will only occur after full inspection of the vehicle and correction of any deficiencies.

7. Insurance and Liability:

a. The vendor shall maintain adequate insurance coverage as required in the TIPS contract.

b. Liability for any damages or loss during transit or due to manufacturing defects shall rest with the vendor until the buses are accepted.

8. Delivery Time:

a. If there is any part of this order you cannot fill or perform promptly or within the time specified of Approximately 300 Days, notify the City at once. In the case of unreasonable delay in the delivery of the buses, inferior to those specified, or in case of any other default of the Vendor, the City shall have the right at its option to cancel this order in whole or in part, and the City may procure the goods or services from other sources.

8. Dispute Resolution:

a. In the event that a dispute related to this Agreement arises, the dispute shall be articulated in writing by either party. City and Vendor shall then attempt to negotiate in good faith and resolve the dispute. If the Parties fail to resolve the dispute through negotiation, then the Parties shall enter into non-binding mediation or another mutually agreed upon alternative dispute resolution process. Each Party shall pay

the fees of its counsel, and experts, but the fees and expenses for the mediator shall be split equally between the Parties. The Parties agree that non-binding mediation or another mutually acceptable alternative dispute resolution process shall proceed litigation.

9. Confidentiality:

a. The Parties herein understand and acknowledge that this Agreement, its exhibits and attachments, communications between them, and the Work Product are subject to the Idaho Public Records Act, I.C. §§ 74-101, et seq., and other applicable federal and state laws, and might be subject to disclosure.

10. Indemnification:

a. To the fullest extent permissible by law, Vendor shall indemnify and hold City, its officers, officials, and employees harmless for all claims, demands, losses, actions, causes of action, suits, damages, judgments, obligations, liabilities, costs, expenses, and/or injuries to persons or property (collectively "Claims") to the extent that such Claims arise out of or are in connection with any negligent act, error, or omission of Vendor, its officers, officials, or employees, that is in any way connected with the Services provided under this Agreement. In the event that City is alleged to be liable on account of any negligent act, error, or omission of Vendor, its officers, officials, or employees, that is in any way connected with the Services provided under this Agreement. In the event that City is alleged to be liable on account of any negligent act, error, or omission of Vendor, its officers, officials, or employees, then Vendor shall defend such allegation through counsel chosen by Vendor, but acceptable to City, and Vendor shall bear all costs, fees, and expenses of such defense, including, but not limited to, all attorney fees and expenses, court costs, and expert witness fees and expenses.

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

This indemnification shall not apply to the operation, custody or control of the buses by the City provided however, this does not relieve vendor of any other responsibility and obligation as set forth in these Supplementary Conditions including but not limited to, quality assurance and warranty.

11. Choice of Law:

a. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Idaho, with venue for any action brought pursuant to this Agreement to be in the Second Judicial District, Nez Perce County, State of Idaho.

12. Amendments and Modifications:

a. Any amendments or modifications to this agreement shall be valid only if made in writing and duly executed by authorized representatives of both parties.

13. Counterparts:

a. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

State of Idaho Requirements: The following provisions are required by the State of Idaho. The inclusion of these provisions in this Agreement does not indicate City's support or opposition to these provisions nor agreement by City that these clauses are relevant to the subject matter of this Agreement. Rather, these provisions are included solely to comply with the laws of the State of Idaho.

1. Anti-Boycott against Israel Act: If this Agreement: (1) is to acquire or dispose of services, supplies, information technology, or construction; (2) has a total potential value of One Hundred Thousand Dollars (\$100,000) or more; and (3) Consultant is a company with ten (10) or more employees, then, pursuant to Idaho Code § 67-2346, Consultant certifies that Consultant is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of goods or services from Israel or territories under Israel's control. The terms "company" and "boycott Israel" shall have the meanings ascribed to them in Idaho Code § 67-2346.

2. No Public Funds for Abortion Act: Pursuant to Idaho Code § 18-8703, Consultant certifies that it is not, and will not for the duration of this Agreement become, an abortion provider or an affiliate of an abortion provider, as those terms are defined in the "No Public Funds for Abortion Act," Idaho Code §§ 18-8701 *et seq.*

3. Contract with Company Owned or Operated by the Government of China Prohibited: If this Agreement is to acquire or dispose of services, supplies, information technology, or construction, then, pursuant to Idaho Code § 67-2359, Consultant certifies that Consultant is not a company currently owned or operated by the government of China and will not for the duration of this Agreement be owned or operated by the

government of China. The terms “company” and “government of China” shall have the meanings ascribed to them in Idaho Code § 67-2359.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the last day and year written below (“Effective Date”).

DATED this _____ day of _____ 20____.

CITY OF LEWISTON

By: _____
Daniel G. Johnson, Mayor

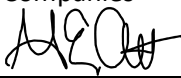
ATTEST:

Tanya Brocke, City Clerk

DATED this _____ day of _____ 20____.

Vendor

ABC Companies

By:  _____ George Altevogt

Title: Vice President, SVT

City of Lewiston

**PROPOSAL FORM
TIPS CONTRACT 230204 TRANSIT BUSES**

Having read the specifications and noted and described any exceptions, the proposer hereby proposes to manufacture and/or furnish to the City of Lewiston, subject to acceptance of this proposal, the buses as per the attached specifications. Prices are F.O.B. Destination 1214 Warner, Lewiston, Idaho and without taxes.

NAME OF BUSINESS: _____

ADDRESS: _____

WARRANTY WORK —Name and Address of Shop:

Does any feature on a proposed bus require WARRANTY WORK to be done elsewhere? (Y/N)
Yes

If Yes, indicate what feature(s) and the name and address of the shop(s) _____

Ford Motor Company Authorized Dealer - Jess Ford of Pullman

South 2590 Grand Avenue Pullman, WA 99163

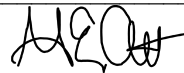
NAME OF CONTACT PERSON for questions related to this proposal:

George Altevogt

CONTACT PERSON'S PHONE NUMBER 410-353-5353

CONTACT PERSON'S EMAIL galtevogt@abc-companies.com

AUTHORIZED SIGNATURE FOR PROPOSER _____



PRINTED NAME & TITLE George Altevogt, Vice President SVT

TELEPHONE 410-353-5353

EMAIL galtevogt@abc-companies.com

FEDERAL TERMS AND CONDITIONS

This procurement is being funded, in whole or in part, with federal funds through the Federal Transit Administration (FTA). As consequence of that funding, the following FTA mandated provisions are included in this invitation for bids.

NATIONAL DEFENSE AUTHORIZATION ACT

Section 5323(u)(1) generally prohibits FTA funding of procurements of rolling stock from any manufacturer that is “owned or controlled by, is a subsidiary of, or is otherwise related legally or financially to a corporation based in” certain foreign countries. A country is covered by the restriction if it—

“(i) is identified as a nonmarket economy country (as defined in section 771(18) of the Tariff Act of 1930 (19 U.S.C. 1677(18))) as of [December 20, 2019];

“(ii) was identified by the United States Trade Representative in the most recent report required by section 182 of the Trade Act of 1974 (19 U.S.C. 2242) as a foreign country included on the priority watch list defined in subsection (g)(3) of that section; and

“(iii) is subject to monitoring by the Trade Representative under section 306 of the Trade Act of 1974 (19 U.S.C. 2416).”

NO OBLIGATION BY THE FEDERAL GOVERNMENT.

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being

performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement between the City and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

FLY AMERICA

49 U.S.C. § 40118, 41 C.F.R. part 301-10, 48 C.F.R. part 47.4

a) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

b) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

c) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

e) The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

_____ A-44 (End of statement) e) The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

DISADVANTAGED BUSINESS ENTERPRISE

49 CFR Part 26

(a) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.

(b) The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

(c) If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.

(d) If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

(e) The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 10 working days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 10 working days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 10 working days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.

(f) The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

ENERGY CONSERVATION

42 U.S.C. 6321 et seq. 49 C.F.R. part 622, subpart C

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

ACCESS TO RECORDS AND REPORTS

49 U.S.C. § 5325(g), 2 C.F.R. § 200.333, 49 C.F.R. part 633

Access to Records and Reports

a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) A-4 years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto. c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required. d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

CARGO PREFERENCE REQUIREMENTS

46 U.S.C. § 55305, 46 C.F.R. part 381

Cargo Preference - Use of United States-Flag Vessels

The contractor agrees:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and
- c. c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

42 U.S.C. §§ 7401 – 7671q 33, U.S.C. §§ 1251-1387, 2 C.F.R. part 200, Appendix II (G)

The Contractor agrees: 1) It will not use any violating facilities; 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;" 3) It will report violations of use of prohibited facilities to FTA; and 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

CLEAN WATER

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other requirements of the Clean Water Act, as amended, 33 U.S.C. §§ 1251 – 1377. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

CIVIL RIGHTS LAWS AND REGULATIONS

Civil Rights and Equal Opportunity

The City of Lewiston is an Equal Opportunity Employer. As such, the City agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from

inconsistent requirements imposed by Federal laws or regulations, the City agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for A-26 employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § A-27 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

ACCESS FOR INDIVIDUALS WITH DISABILITIES

49 U.S.C. § 5301(d)

The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the Contractor agrees to comply with applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the Federal Government determines otherwise in writing, as follows:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
- (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- (11) Federal civil rights and nondiscrimination directives implementing the foregoing regulations.

EMPLOYEE PROTECTIONS

49 U.S.C. § 5333(a), 40 U.S.C. §§ 3141 – 3148, 29 C.F.R. part 5, 18 U.S.C. § 874, 29 C.F.R. part 3, 40 U.S.C. §§3701-3708, 29 C.F.R. part 1926

Contract Work Hours and Safety Standards for Awards Not Involving Construction

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS.

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause the City to be in violation of the FTA terms and conditions.

DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

2 C.F.R. part 180, 2 C.F.R. part 1200, 2 C.F.R. § 200.213, 2 C.F.R. part 200 Appendix II (I), Executive Order 12549, Executive Order 12689

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These

provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the City of Lewiston. If it is later determined by the City that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

TERMINATION

2 C.F.R. § 200.339, 2 C.F.R. part 200, Appendix II (B)

1. Termination for Convenience. The City may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the City's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to City to be paid the Contractor. If the Contractor has any property in its possession belonging to the City, the Contractor will account for the same, and dispose of it in the manner the City directs.

2. Termination for Default [Breach or Cause]. If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

3. Opportunity to Cure. In the case of a termination for breach or default, the City may, in its sole discretion, allow the Contractor ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from the City setting forth the nature of said breach or default, the City shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

4. Waiver of Remedies for any Breach. In the event that the City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the City shall not limit the City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

VIOLATION AND BREACH OF CONTRACT

2 C.F.R. § 200.326, 2 C.F.R. part 200, Appendix II (A)

The City of Lewiston shall have the following rights in the event that the City deems the Contractor guilty of a breach of any term under the Contract. 1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors; 2. The right to cancel this Contract as to any or all of the work yet to be performed; 3. The right to specific performance, an injunction or any other appropriate equitable remedy; and A-76 4. The right to money damages. For purposes of this Contract, breach shall include [the City to define]. Rights and Remedies of Contractor Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the City of Lewiston, the Contractor expressly agrees that no default, act or omission of the City shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the City directs Contractor to do so) or to suspend or abandon performance. Remedies Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the City will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before the City takes action contemplated herein, the City will provide the Contractor with sixty (60) days written notice that the City considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

Disputes

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of City's Purchasing Coordinator. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the

Purchasing Coordinator. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Purchasing Coordinator shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the City, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the City is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City, Architect or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

The Vendor, ABC Texas Bus Sales, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any.



Signature of Vendor's Authorized Official

George Altevogt, Vice President SVT Name and Title of Vendor's Authorized Official

1/11/2024

Date

FEDERAL CERTIFICATIONS

LOBBYING RESTRICTIONS (3 Pages-Page 1)

31 U.S.C. § 1352, 2 C.F.R. § 200.450, 2 C.F.R. part 200 appendix II (J), 49 C.F.R. part 20

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering A-48 into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

LOBBYING RESTRICTIONS (3 Pages-Page 2)

The Contractor, ABC Texas Bus Sales, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

George Altevogt, Vice President SVT Name and Title of Contractor's Authorized Official

1/11/2024 Date

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See Reverse for public burden disclosure.)

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known: Congressional District, if known:		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency: 		7. Federal Program Name/Description: CFDA Number, if applicable:
8. Federal Action Number, if known: 		9. Award Amount, if known: \$ _____
10. a. Name and Address of Lobbying Registrant <i>(If individual, last name, first name, MI):</i>		b. Individuals Performing Services <i>(Including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

BUY AMERICA

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a >70 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(2)(C) and the applicable regulations in 49 CFR Part 661.11.

Date 1/11/2024

Company Name ABC Texas Bus Sales, Inc.

Signature 

Printed Name George Altevogt

Title Vice President, SVt

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Company Name _____

Signature _____

Printed Name _____

Title _____

**ATTACHMENT FOR BUY AMERICA LISTING OF COMPONENT AND
SUBCOMPONENT PARTS OF THE VEHICLE(S) BEING PURCHASED**

This form is provided for the Manufacturer to list component and subcomponent parts of the vehicle procurement. *This is a material submission and failure to provide the Buy America certification and attached documentation will result in automatic disqualification of the bid.* Use additional sheets as necessary.

<u>Component & Subcomponent Parts</u>	<u>Manufacturer</u>	<u>Country of Origin</u>	<u>\$Cost</u>
---	---------------------	--------------------------	---------------

List all:

See attached documentation.

Date: 1/11/2024

Signature: 

Company Name: ABC Texas Bus Sales, Inc.

Title: Vice President, SVT

**ATTACHMENT FOR BUY AMERICA LISTING OF FINAL ASSEMBLY LOCATION
AND DESCRIPTION FOR THE VEHICLE(S) BEING PURCHASED**

This form is provided for the Manufacturer to list Final Assembly Point and to Describe Activities at that location. *This is a material submission and failure to provide this certification and attached documentation will result in automatic disqualification of the bid.* Attach additional sheets as necessary.

Provide Name and Address of the Final Assembly Point facility:

Turtle Top
67819 IN-15
New Paris, IN 46553

Identify and describe the Activities that occur at the Final Assembly Point and Costs of Final Assembly:

Construction of shuttle bus body on Ford E450 cutaway chassis.

Date: 1/11/2024

Signature: 

Company Name: ABC Texas Bus Sales, Inc.

Title: Vice President, SVT

Certification of Compliance with FTA Bus Testing Requirements (2 Pages-

Page 1)

49 U.S.C. 5318(e), CFR Part 665

Bus Testing -The Contractor [Manufacturer] agrees to comply with 49 U.S.C. A 5323(c) and FT A's implementing regulation at 49 CFR Part 665 shall perform the following:

1. A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient, which will be prior to the recipient's final acceptance of the first vehicle.
2. A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
3. If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the same configuration and major components as the vehicle in the test report, which must be provided to the recipient before the recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
4. If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

The undersigned [Contractor/Manufacturer] certifies that the vehicle offered in this procurement complies with 49 U.S.C. A 5323(c) and FT A's implementing regulation at 49 CFR Part 665.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

49 U.S.C. 5318(e)

49 CFR Part 665

Certificate of Non-Compliance

The bidder hereby certifies that it complies with the requirements of 49 U.S.C. Section 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for

Certification of Compliance with FTA Bus Testing Requirements (2 Pages-Page 2)

an exception to the requirements consistent with 49 U.S.C. Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 C.F.R. 661.7.

Date 1/11/2024

Signature 

Printed Name George Altevogt

Company Name ABC Texas Bus Sales, Inc.

Title Vice President, SVT

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 U.S.C. Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 C.F.R. 661.7.

Date _____

Signature _____

Printed Name _____

Company Name _____

Title _____

Pre-Award and Post-Delivery Audit Requirements {1 Page-Page 1}

49 U.S.C. 5323

49 CFR Part 663

Pre-Award and Post-Delivery Audit Requirements - The Contractor agrees to comply with 49 U.S.C. § 5323(1) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

1. Buy America Requirements: The Contractor shall complete and submit a declaration certifying compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall present documentation that lists 1) component and subcomponent parts of the rolling stock to be purchased identified by the manufacturer of the parts, their country of origin, and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
2. Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.
3. Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit 1) the manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or the manufacturer's certified statement the contracted buses will not be subject to FMVSS regulations.

Certificate of Compliance

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 C.F.R. 661.11:

Date 1/11/2024

Signature 

Printed Name George Altevogt

Company Name ABC Texas Bus Sales, Inc.

Title Vice President, SVT

Privacy Act (1 Page-Page 1}

5 U.S.C. 552

The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Date 1/11/2024

Signature 

Printed Name George Altevogt

Company Name ABC Texas Bus Sales, Inc.

Title Vice President, SVT

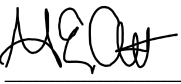
DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Note: This certification must be completed by an authorized official of the Transit Vehicle Manufacturer (TVM)

The manufacturer hereby certifies that it has complied with the requirements of 49 CFR 26.49, participation by Disadvantage Business Enterprises in DOT programs, by submitting a current annual DBE/WBE goal to the FTA and that our goals have either been approved or not been disapproved by the FTA.

Date 1/11/2024

Company Name ABC Texas Bus Sales, Inc.

Signature 

Printed Name George Altevogt

Title Vice President, SVT

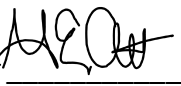
Compliance with Federal Transit Administration (FTA) and Other

Federal Requirements and Clauses (1 page)

The (bidder) is responsible for ensuring its compliance with all applicable Federal Transit Administration (FTA) requirements. Additionally, the Contractor is responsible for ensuring that subcontractors, at as many tiers of the Project as required, perform in accordance with the contract terms, conditions, and specifications, including all applicable FTA requirements.

Upon request of the Authority or FTA, the Contractor shall provide evidence of the steps it has taken to ensure its compliance with the FTA requirements, as well as proof of the steps it has taken to ensure subcontractor performance, and submit evidence of subcontractor's compliance, at all tiers.

Date 1/11/2024

Signature 

Printed Name George Altevogt

Company Name ABC Texas Bus Sales, Inc.

Title Vice President, SVT

Prompt Payment and Return of Retainage (1 page)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 15 calendar days from the receipt of each payment the prime contractor receives from the Authority. The prime contractor agrees further to return retainage payments (if any) to each subcontractor within 30 calendar days after the subcontractor(s)' work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for a good cause following written approval of the Authority. This clause applies to both DBE and non-DBE subcontractors.

The subcontractors must notify the State Contract Manager of prime contractor noncompliance with the prompt payment provisions. Upon receipt of such notification, the State will investigate and take appropriate action.

By affix of signature, Contractor hereby agrees to abide by the above-listed requirements and agrees to supply appropriate documentation:

Date 1/11/2024

Signature 

Printed Name George Altevogt

Company Name ABC Texas Bus Sales, Inc.

Title Vice President, SVT

Contract Work Hours and Safety Standards (1 page)

(See Attachment K, Item # 26 Contract Work Hours and Safety Standards)

29 CFR 5.5 § 5.5 Contract provisions and related matters.

**Applicable to: Operations/Management, Rolling Stock, and Constructions contracts >
\$100,000.00.**

The contractor (the bidder) is responsible for ensuring its compliance with 29 CFR 5.5 requirements.

Date 1/11/2024

Signature 

Printed Name George Altevogt

Company Name ABC Texas Bus Sales, Inc.

Title Vice President, SVT

Transit Vehicle Manufacturer Certification (1 page)

Pursuant to the provisions of Section 105(f) of the Surface Transportation Assistance Act of 1982, each bidder for this contract must certify that it has complied with the requirements of 40 CFR Part 26.49 regarding the participation of Disadvantaged Business Enterprises (DBEs) in FTA-assisted procurements of transit vehicles. Absent this certification, properly completed and signed, a bid shall be deemed non-responsive.

Certification: I, at this moment, certify, for the bidder named below, that it has complied with the provisions of 49 CFR Part 26.49 and that I am duly authorized by the said bidder to make this certification.

Date 1/11/2024

Signature 

Printed Name George Altevogt

Company Name ABC Texas Bus Sales, Inc.

Title Vice President, SVT

Americans with Disabilities Act (ADA) (1 page)

The Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC§ 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended, 29 USC§ 794; 49 use§ 5301(d); and any implementing requirements FTA may issue. These regulations provide that no disabled individual, solely because of their handicap, be excluded from participation, denied the benefits of, or subjected to discrimination under any program or activity included in or resulting from this Agreement.

Date 1/11/2024

Signature 

Printed Name George Altevogt

Company Name ABC Texas Bus Sales, Inc.

Title Vice President, SVT

Certification of Specification Deviation Compliance

I certify that the proposal submitted by __ABC Bus, Inc. for the City of Lewiston under
ABC Texas Bus Sales, Inc.

TIPS contract 230204 complies with the Technical Specification or that deviations that have been submitted and are “brand name, equal or equivalent” in performance for the vehicle being offered. Additionally, “In all cases of submitted deviations, manufacturers and/or dealers certify that their submitted deviations meet or exceed the current Federal and Federal Transit Administration (FTA) requirements for transit vehicles”.

Date 1/11/2024

Signature 

Printed Name George Altevogt

Company Name ABC Texas Bus Sales, Inc.

Title Vice President, SVT

Other Federal Requirements

The following requirements are not federal clauses.

Full and Open Competition

In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

Prohibition Against Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

Conformance with ITS National Architecture

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, “FTA National Architecture Policy on Transit Projects,” 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Access Requirements for Persons with Disabilities

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

Notification of Federal Participation

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

Interest of Members or Delegates to Congress

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

Ineligible Contractors and Subcontractors

Any name appearing upon the Comptroller General’s list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this

contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

Other Contract Requirements

To the extent not inconsistent with foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

Compliance with Federal Regulations

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Real Property

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 29 CFR 18.31, 49 CFR 24 Subpart B, FTA Circular 5010.1D, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Access to Services for Persons with Limited English Proficiency

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

Environmental Justice

The Recipient agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations," 42 U.S.C. § 4321 note, except to the extent that the Federal Government determines otherwise in writing.

Environmental Protections

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the

Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

Geographic Information and Related Spatial Data

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Geographic Restrictions

All project activities must be advertised without geographic preference, (except in A/E under certain circumstances, preference for hiring veterans on transit construction projects and geographic-based hiring preferences as proposes to be amended in 2 CFR Part 1201).

Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only

Non Federal entities that expend \$500,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, Audits of States, Local Governments, and Non Profit Organizations. Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than \$500,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in '3052.215(a), but records must be available for review or audit by appropriate officials of the Federal and State agencies.

Catalog of Federal Domestic Assistance (CFDA) Identification Number

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

CFDA number for the Federal Transportation Administration

A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

Veterans Preference.

As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

- (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and
- (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

Organizational Conflicts of Interest

The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows: (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage: (a) To that Third Party Participant or another Third Party Participant performing the Project work, and (b) That impairs that Third Party Participant's objectivity in performing the Project work, or (2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions, (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient: (a) Any instances of organizational conflict of interest, or (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

Safe Operation of Motor Vehicles.

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or AGENCY.

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

Section 40. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

- (a) The City of Lewiston and its sub recipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a

substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any [subsidiary](#) or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any [subsidiary](#) or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Covered Foreign Country means the People's Republic of China.

(b) In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering [loan](#), grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

The Vendor, ABC Texas Bus Sales, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any.



Signature of Vendor's Authorized Official

George Altevogt, Vice President SVT Name and Title of Vendor's Authorized Official

1/11/2024 Date

EXHIBIT A



December 12, 2023

Suzanne Seigneur
Transit Manager
Lewiston Transit System
215 D Street
Lewiston, ID 83501

Ms. Seigneur:

ABC Companies is presenting Lewiston Transit System a quotation for Turtle Top Terra Transit, Ford E450 cutaway shuttles. This quotation is based on the TIPS contract #230204.

Within this package you will find a quotation based on the requested specifications that were provided by your agency.

If there are any questions regarding this quotation, please do not hesitate to contact me directly. Thank you once again for your time and consideration.

Regards,

A handwritten signature in black ink, appearing to read "G. Altevogt", with a stylized, cursive-like script.

George Altevogt
Vice President, SVT
ABC Companies
(410) 353-5353
galtevogt@abc-companies.com
www.abc-companies.com

 		Contract No:	TIPS#230204	Date Prepared:	12/22/2023
Buying Agency: City of Lewiston, ID Contact Person: Suzanne Seigneur Phone: 208-298-1344 Fax: Email: sseigneur@cityoflewiston.org		Contractor: ABC Companies Prepared By: George Altevogt Phone: 410-353-5353 Fax: Email: galtevogt@abc-companies.com			
Vehicle Base Description: Turtle Top Terra Transit MD - 175FL - 158" Wheelbase					
A. Product Item Base Unit Price Per Contractor's TIPS Contract:					\$ 91,934.00
B. Additional Options - Itemize below - Attach additional sheet(s) if necessary - Include quantity and description of option:					
Qty	Description	Cost	Extended Cost		
1	Kubota Key Switch	\$ 218.00	\$ 218.00		
1	Rear Emergency Door w/ 2 Windows	\$ 1,093.00	\$ 1,093.00		
1	Spheros 90k BTU A/C - Roof Mount	\$ 950.00	\$ 950.00		
1	Heater Auxiliary - 65k BTU	\$ 80.00	\$ 80.00		
1	Heater Booster Pump	\$ 337.00	\$ 337.00		
1	Heater - Step Tread Electric	\$ 312.00	\$ 312.00		
1	Braun Century 2 - 1000lb Wheelchair Lift	\$ 9,181.00	\$ 9,181.00		
1	Wheelchair Door - Double w/ Window	\$ 1,606.00	\$ 1,606.00		
2	Q-Straint Deluxe w/ 30" L Track	\$ 862.00	\$ 1,724.00		
2	Tie Down Storage System (TDSS)	\$ 125.00	\$ 250.00		
1	Q-Straint Storage Bag	\$ 62.00	\$ 62.00		
190	L Track (per inch)	\$ 7.50	\$ 1,425.00		
1	Battery Storage Box w/ Stainless Steel Tray	\$ 1,362.00	\$ 1,362.00		
1	Body Disconnect Switch - Located in Battery Box	\$ 119.00	\$ 119.00		
1	Exit Warning Light & Alarm - All Exits	\$ 187.00	\$ 187.00		
1	LED Center Brake Light	\$ 56.00	\$ 56.00		
1	Locking Fuel Door	\$ 131.00	\$ 131.00		
2	Stanchion/Modesty Panel	\$ 500.00	\$ 1,000.00		
1	Driver Safety Shield - Mounted to Modesty Panel	\$ 162.00	\$ 162.00		
1	Stanchion Pole w/ Right Hand Assist Entry	\$ 437.00	\$ 437.00		
1	Tow Hooks - Rear	\$ 137.00	\$ 137.00		
1	Driver Running Board - Diamond Plate	\$ 244.00	\$ 244.00		
1	Remote/Heated Driver Mirrors	\$ 431.00	\$ 431.00		
1	Adnik Power Seat Pedestal - Driver	\$ 644.00	\$ 644.00		
2	Freedman Featherweight Mid High Double - Foldaway	\$ 1,475.00	\$ 2,950.00		
2	Freedman Featherweight Mid High Double - Fixed	\$ 681.00	\$ 1,362.00		
1	TransSign 12V Front/Side Destination Signs	\$ 6,376.00	\$ 6,376.00		
1	As Built Wiring Diagrams - USB Flash Drive	\$ 375.00	\$ 375.00		
2	Freedman ICS Double Seat - Fixed	\$ 2,362.00	\$ 4,724.00		
1	4" Flashing Lights - Front & Rear - Driver Toggle	\$ 824.00	\$ 824.00		
1	Additional Key - Ignition & Body	\$ 125.00	\$ 125.00		
1	Liquid Spring Suspension System	\$ 10,810.00	\$ 10,810.00		
1	Sportworks DL-2 Bike Rack	\$ 2,250.00	\$ 2,250.00		
1	Safety Vision - 7 Camera System -	\$ 5,724.00	\$ 5,724.00		
1	2" DOT Tape - Rear Bumper	\$ 100.00	\$ 100.00		
6	Additional Steel Wheel - No Tire	\$ 168.00	\$ 1,008.00		
1	Diamond NV Fare Box w/ 2 Vaults	\$ 3,185.00	\$ 3,185.00		
1	Stop Request System w/ Pull Cords & 2 ADA Buttons	\$ 862.50	\$ 862.50		
1	Public Address System - Through Radio w/ External Speaker	\$ 362.50	\$ 362.50		
1	"Watch Your Step" - Top Step Riser	\$ 25.00	\$ 25.00		
		Subtotal B	\$ 63,211.00		
Quantity Ordered:	2	X = Subtotal of A + B	\$ 155,145.00		Subtotal C: \$ 310,290.00
D. TIPS Contract Usage Fee					Subtotal D: \$ 350.00
F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation					
Qty	Code	Description	Cost	Total	
2		Freight	\$ 3,950.00	\$ 7,900.00	
2		Options Credit - 4%	\$ (2,528.44)	\$ (5,056.88)	
			Subtotal E:	\$ 2,843.12	
Estimated Delivery Date:		TBD	G. Total Purchase Price (C+D+E):		\$ 313,483.12



Turtle Top Terra Transit MD – Ford E450
City of Lewiston, ID
TIPS Contract #230204

Chassis Specifications:

2025 Ford E450
7.3L V8 gasoline
6-Speed automatic transmission
Wheelbase: 158"
Tires: 225/75R 16E BSW
Nitrogen tire inflation
14,500# GVWR
Alternator: 240amp
Fuel tank: 55 gallons
Rear tow hooks
Front end alignment post-production
Spare keys (1) for chassis and body, total of three (3)
Liquid Spring suspension system

Body Conversion:

Five-sided roll cage with rust inhibitor
Underbody foam sealed and undercoated
Nobel Select composite exterior sidewalls
Fiberglass front & rear caps
Tinted t-slide windows 31" x 36"
Interior height: 76"
Electric bi-fold entrance door: 30" clear opening
Kubota key for ambulatory entrance door
Rear emergency door with upper and lower windows
Diamond plate driver running board
Locking fuel door
Heavy duty steel bumper, powdercoated black

Flooring:

Coosa composite ¾" subfloor
Altro 2.2mm floor covering, black
Flooring cove-molded to seat rail
Raised, flat floor

**Passenger Seating:**

Freedman Featherweight Mid High notch back foldaway double seats (2)
Freedman Featherweight Mid High rigid double seats (2)
Freedman Double ICS seats (2)
Manual lap belts (12)
Freedman Level #1 seat covers (12), TBD by City of Lewiston

Driver Seating:

Freedman Sport 2.0 driver seat with right hand arm rest
Adnik power seat base
Seat covered in Level #1 fabric, TBD by City of Lewiston

Safety:

Interior driver mirror, 6" x 16"
Remote/heated driver's mirrors
Stanchion pole w/ modesty panel & plexiglass barrier located behind driver
Stanchion pole w/ modesty panel located behind wheelchair lift
Stanchion pole with right hand assist rail
Stanchion pole with left hand assist located to left of entrance door
Dual overhead grab rails, stainless steel
First aid kit, 25 unit
Fire extinguisher, 5lbs
Road triangle kit
Blood bone pathogen kit
Rear backup alarm
Exit warning light & alarm, all exits
Rear exit ajar light & alarm
Seat belt cutter, shipped loose
"Watch Your Step" in top step facing entrance
Rosco exterior, manual driver mirrors
Red reflectors at rear and side marker locations

**Electrical:**

Side mounted battery box with stainless steel tray
Master body disconnect switch in battery box
OEM AM/FM/BT radio with 4 speakers
TransSign 12V destination signs, front/side
As built wiring diagrams, USB flash drive
Dual 4" amber warning lights for front and rear cap, activated on dash switch
Color coded high temp GXL wiring harness, with positive lock weatherproof connectors
Overhead entry lighting: LED
Interior dome lighting: LED
Clearance/marker lighting: LED
Center brake light: LED
Stop/tail/turn lights: LED
License plate light: LED

Climate Control:

Valeo 90k BTU A/C system
Rear evaporator - 23047
Roof mounted condenser - 25055
TM-21 compressor
65k BTU rear heater
Heater booster pump
Electric heated step tread
Electric hot water shut-off valves

ADA Equipment:

Braun Century II, 1,000lb lift, 34" wide platform with lift belt
Double wheelchair door with window
Q-Straint Max restraints (2)
Tie Down Storage System "TDSS" (1)
Wheelchair restraint storage bag (2)
400" of L-track on floor for 30" x 50" continuous positions

Transit Equipment:

Diamond NV farebox w/ 2 vaults
Sportworks DL-2 bike rack
Safety Vision seven (7) camera system, 4112HVR recorder



Additional steel wheels, no tires (6), shipped loose
2" DOT C-2 white conspicuity tape on rear bumper

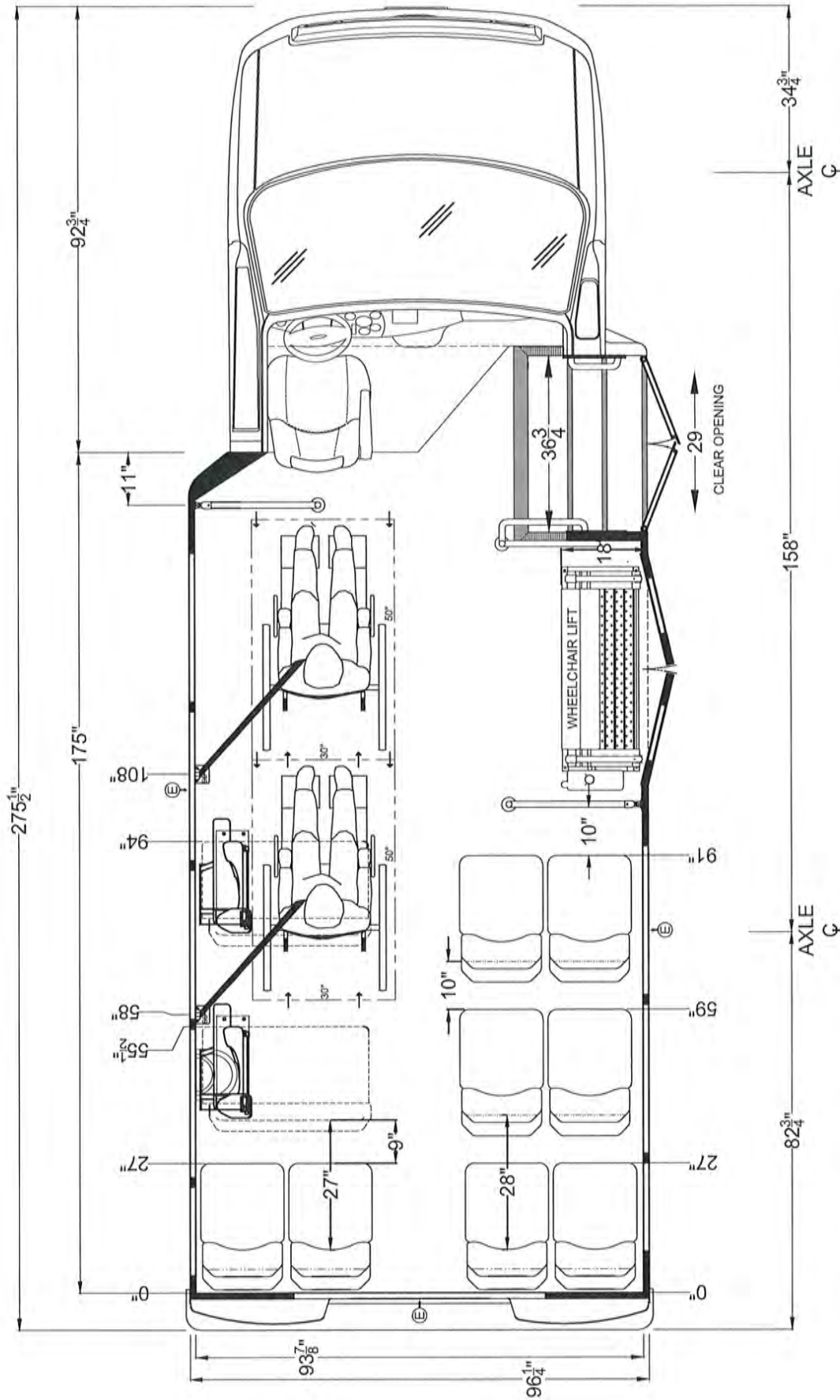
Warranty:

Turtle Top Conversion: 5yrs/100,000 miles

Ford Basic Vehicle: 3yrs/36,000 miles

Ford Powertrain: 5yrs/100,000 miles

Valeo A/C: 3yrs/unlimited miles



FILE NAME: 231101-A3_FD29_FLD_8 FW SEATS_2 DOUBLE FOLDS_2 WC

DATE: 11/1/2023

CONTACT TURTLE TOP AT 800-269-2105 FOR AVAILABILITY OF THIS FLOOR LAYOUT IF DRAWING DATE HAS EXCEEDED 90 DAYS.

TURTLE TOP

"To furnish the customer the best mid-sized bus in the industry in both quality of material and workmanship."

ORDER NUMBER: 204404 A3

QUOTE

DRAWING NUMBER: 204404 A3

CHASSIS MAKE: FORD E450

CHASSIS FUEL TYPE: 371 CAC

CHASSIS GVWR: 14,500 LB

OVER ALL LENGTH: 22' 11.5"

FLOOR LENGTH: 14' 7"

DIMENSIONING TO FRAMING = 4.3"

TURTLE TOP BODY MODEL: TERRA TRANSIT

SCALE: 1/8" = 1'-0"

REVISION: 000

DRAFTSMAN: AAK

DATE: 11/1/2023

THIS DRAWING AND THE INFORMATION CONTAINED THEREON ARE THE EXCLUSIVE PROPERTY OF TURTLE TOP AND SHALL NOT BE COPIED OR DUPLICATED IN ANY MANNER WITHOUT OUR WRITTEN CONSENT.

3 STEP ENTRY

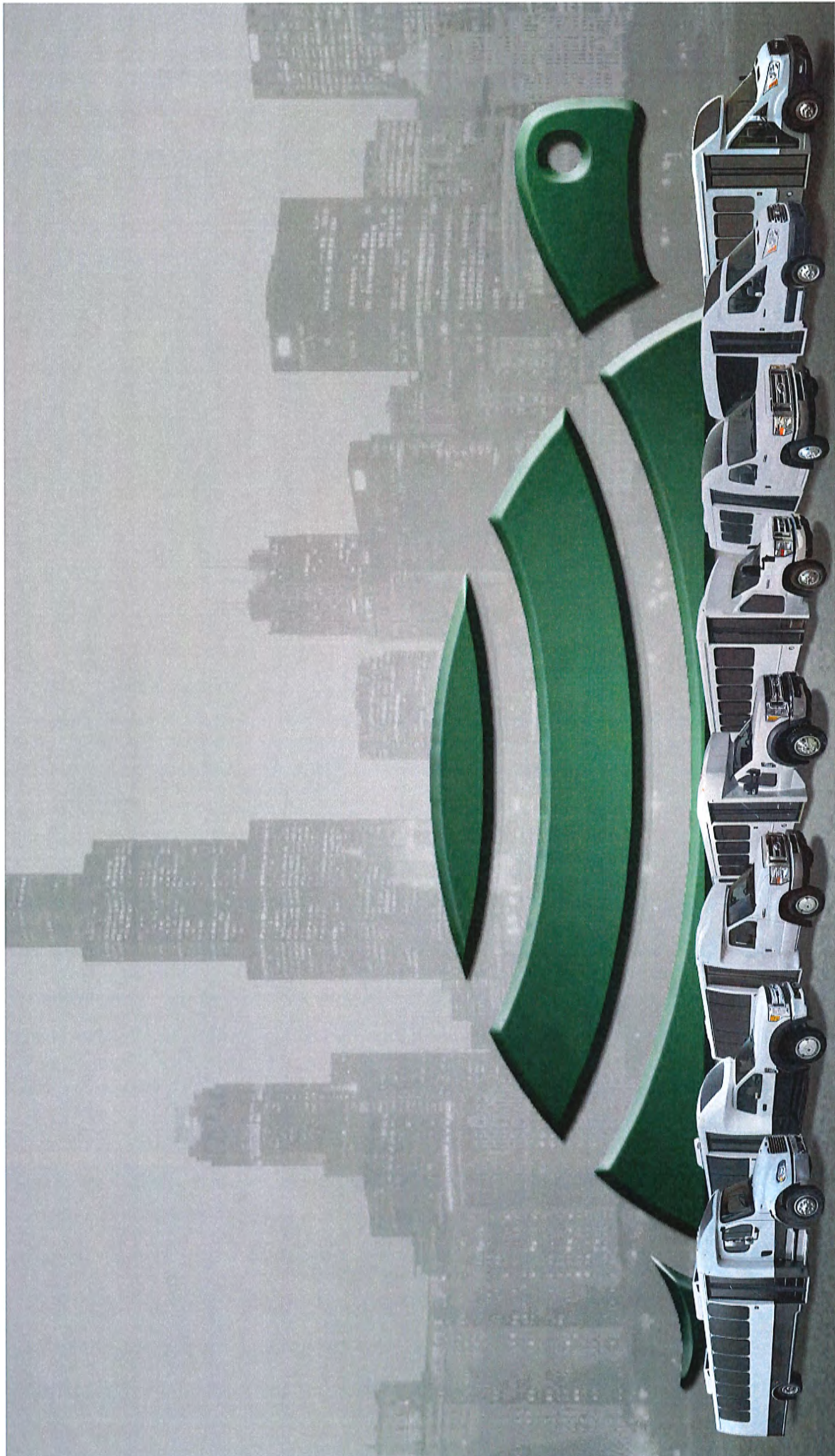
2 STEP ENTRY ☐ W/ WHEEL WELLS

TERRA TRANSIT

DRAFTSMAN NOTES:

- *REQUIRES CUSTOM FUEL FILL COVER FOR FOLDAWAY

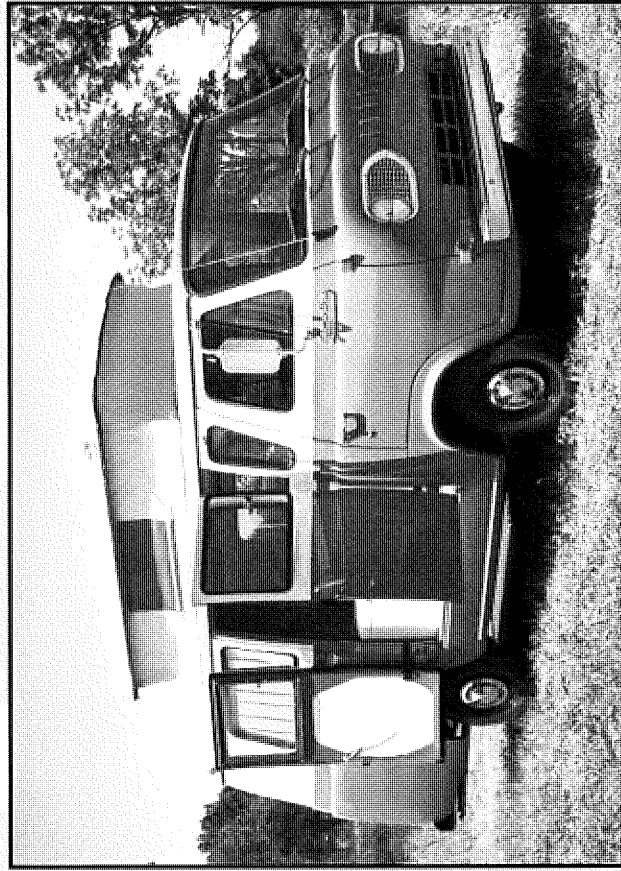




TURTLETOP

Decades of Dedication

Turtle Top injects decades of family-owned passion, innovation and manufacturing expertise into every bus that rolls out of our doors.



Circa 1962



Over 55 years of history and experience anchor our core values of integrity, faith, quality, and service. Owning a Turtle Top means choosing a legacy, born from creativity and sustained by an unmatched pursuit for perfection that spans five generations.

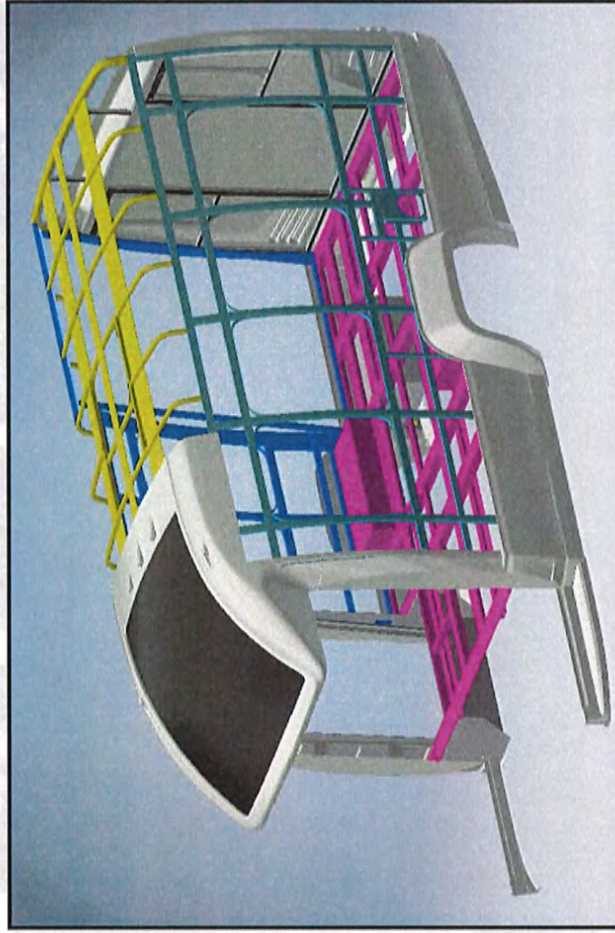
Our Commitment

Our commitment to you begins well before you purchase a bus. Our engineering passion for safety and longevity is foundational to each component of our model designs. Every bus we build is evaluated by sales professionals, engineers, and our 5S certified quality control team.



Turtle Top pledges to serve you well with:

- Our 5 year/100K mile bumper-to-bumper, limited warranty on every model.
- Service locations and independent service centers across the US and Canada.
- Every model is Made in America.



"For decades, Turtle Top has committed to innovating and supporting the strongest, safest commercial buses on the market. Even as our industry changes and products evolve, these basic principles that have become our reputation will always remain". --Rob Cripe, President

VanTerra

Our updated VanTerra enhances everything you love about our previous models with the technology and innovation of modern-day construction. The Turtle Top VanTerra is constructed on the Ford E-350 cutaway power train with either single or dual rear wheels. Your choice of floor-length gives flexibility for a variety of para-transit and luxury options.

This model incorporates a true five-sided structure that sets the standard in industry safety. The aerodynamic exterior and comfortable interior are enhanced by an enormous passenger front-view window and sophisticated lighting packages. The VanTerra truly remains at the head of its class.



Up to 18 Occupants



VanTerra Features:

- High quality Ford E-350 chassis
- SRW and DRW versions
- Electric, bi-fold entry door
- Wide aisle with max interior headroom
- 17" or 19" Wide seats for maximum comfort
- Scenic passenger windshield available
- 5-Sided steel roll cage with rust inhibitor
- Standard white full body paint

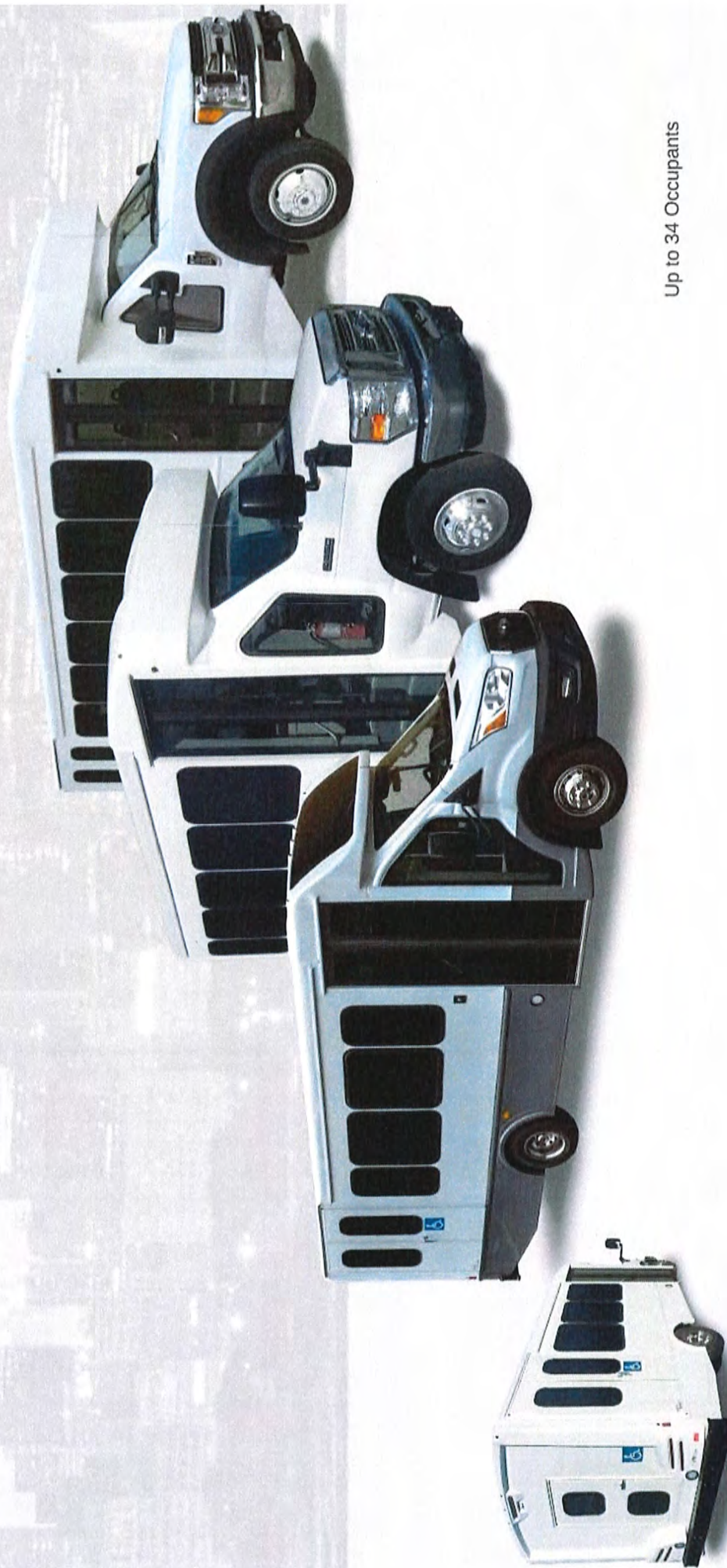
* Altoona
tested



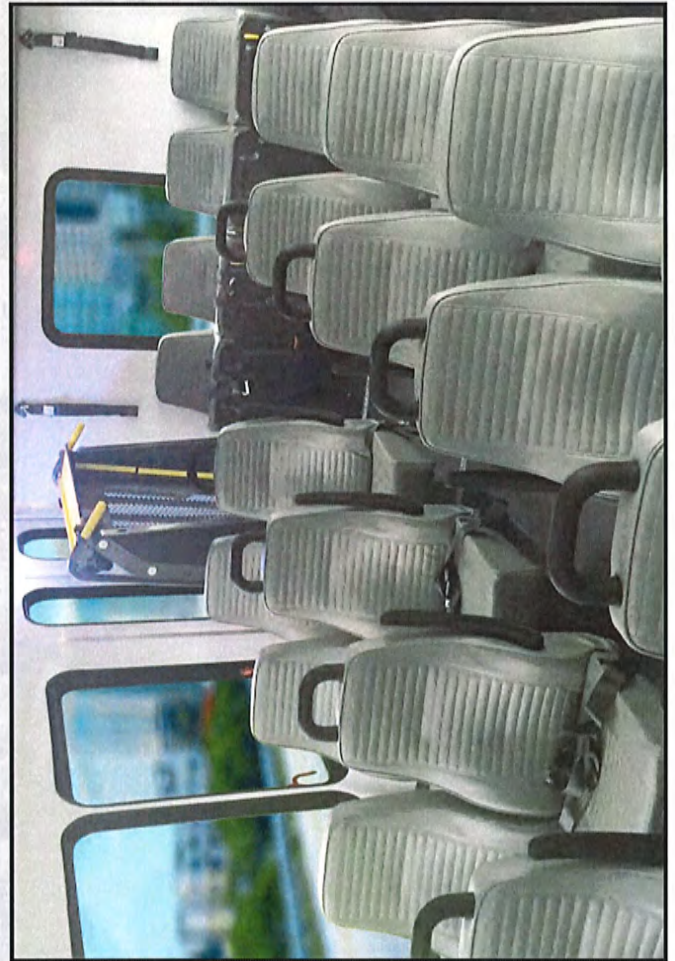
Canada
Approved

Terra Transit

The Terra Transit shuttle bus is an economical complement to Turtle Top's mid-size fleet and is available on a Chevy or Ford Chassis. This straight sidewall version of the Odyssey maintains the same safety standards that Turtle Top incorporates in all models. This budget-sensitive Turtle Top product comes packed with standard equipment and a generous supply of options. With a variety of floor plans, it will meet your needs for storage, seating preference, and wheelchair accessibility. Quality construction and full roll cage with a 5-year warranty make this the most affordable and best overall value choice for safe, dependable transportation.



Up to 34 Occupants



Terra Transit Features:

- Available on Chevy or Ford chassis
- 29" or 36" Front door entry
- Large A-pillar window
- Available in flat and lowered floor
- 5 Sided steel roll cage w/ rust inhibitor
- High gloss 1-piece composite exterior
- Side panels w/ UV protection
- Optional front or rear wheelchair lift locations

* Altoona
tested



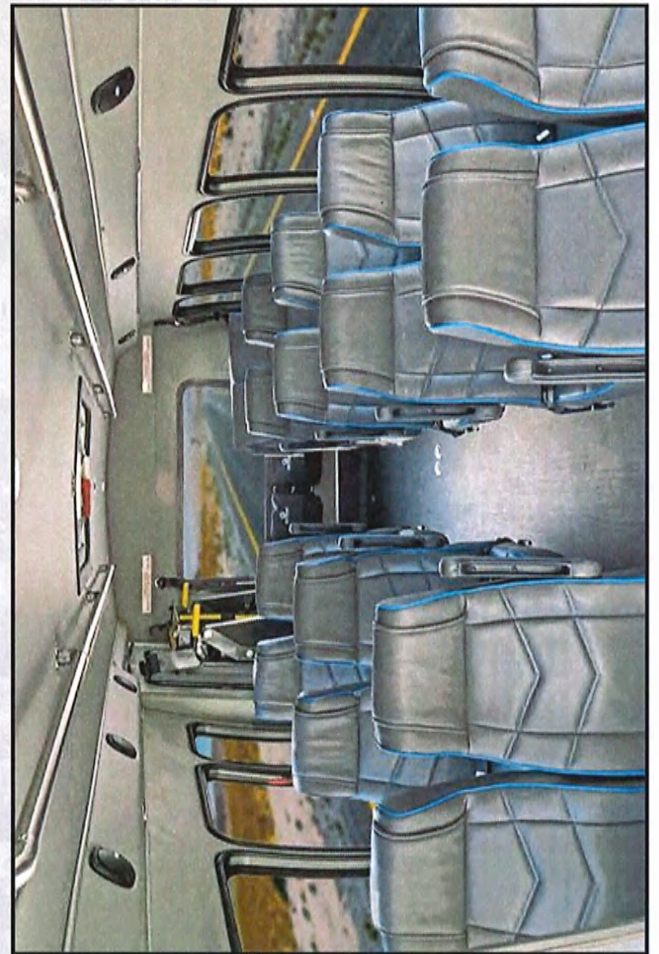
Canada
Approved

Odyssey

The Odyssey family of buses provides a first-class travel experience on the Chevrolet and Ford chassis. With innovation, styling, and quality, the Odyssey shuttle bus is the best choice for churches, assisted living facilities, and airport shuttles to name a few. The Odyssey is a legacy model at Turtle Top and includes our five-sided steel cage and other standard equipment most consider optional. We stand behind the Odyssey with our excellent warranty, so cast worry and high operating cost aside.



Up to 26 Occupants



Odyssey Features:

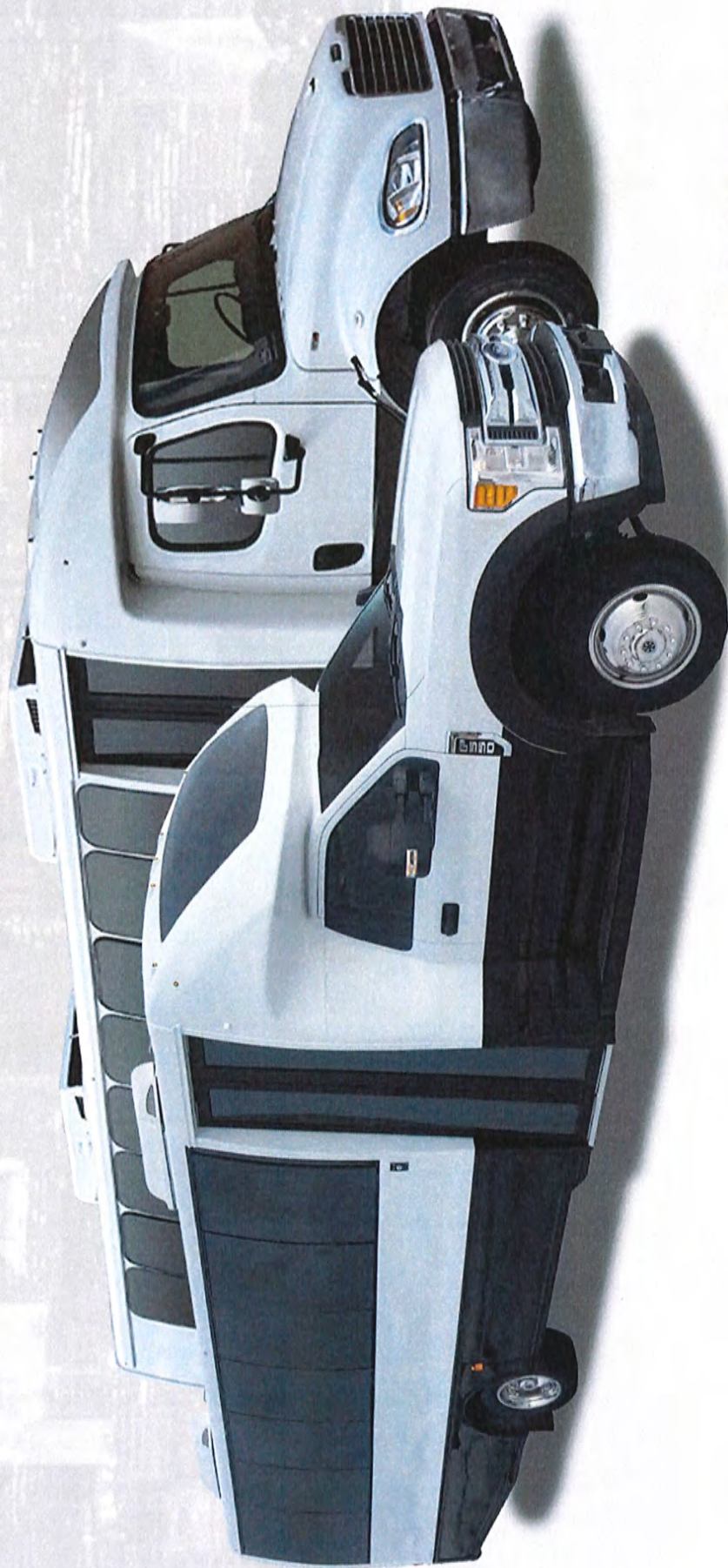
- Available on Ford or Chevy chassis
- Aerodynamic automotive style exterior fiberglass
- Wide aisle with max interior headroom
- Many window styles and sizes
- 5-Sided steel roll cage with rust inhibitor
- Meets and exceeds FMVSS regulations
- Standard white full body paint

* Altoona
tested



Odyssey XL

The Odyssey XL shuttle bus and motorcoach series extend our most popular shuttle to provide up to 41 occupants with a great ride. These are available on the Ford F550 and Freightliner S2C chassis and provide top-notch road stability, passenger comfort, dependability, quality, and safety. Selecting the Odyssey XL increases passenger capacity for churches, colleges, city or county transportation authorities, assisted living services, cross-country touring companies, excursion companies, and many more transportation opportunities.



Up to 41 Occupants



Odyssey XL Features:

- High quality Ford F550 or Freightliner S2C
- Aerodynamic automotive style exterior fiberglass
- Bi-fold or Plug door passage entry
- Wide interior with double row 19" luxury seating with optional 3 pt seating
- Custom Audio-Video packages offered
- Large passenger windshield available
- 5-sided steel roll cage with rust inhibitor
- Drop floor rear luggage available
- Restroom packages available
- Standard white full body paint

* Altoona
tested



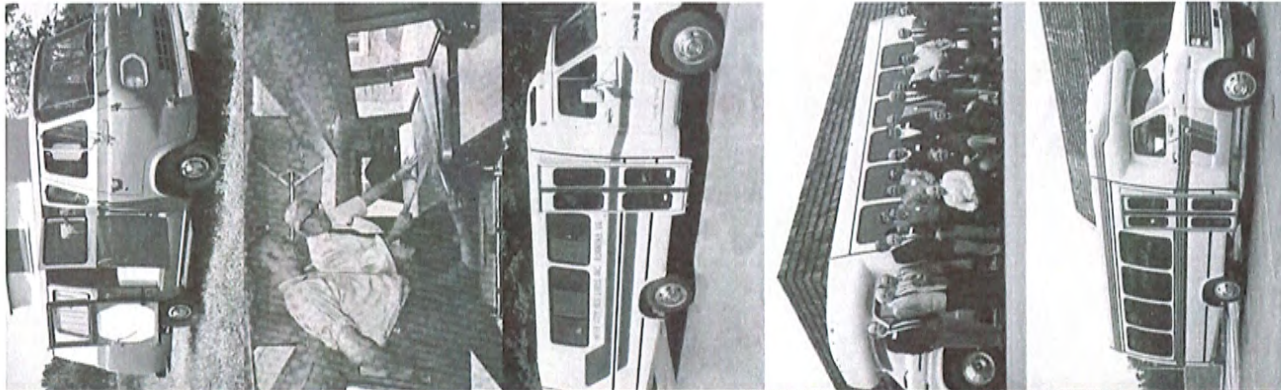
Canada
Approved

Model Specifications

	Max Capacity (Incl. Driver)	Interior Height	Exterior Height (Not incl rooftop options)	Interior Width	Exterior Width (Not incl Mirrors)
 VanTerra	18	75"	109"	79"	SRW-82" DRW-96"
 VT3	18	75"	115"	79"	86"
 Terra Transit LD	17	75"/80"	115"	82"	84"
 Terra Transit MD	26	Raised Floor 76" Lowered Floor 80"	115"	94"	96"
 Terra Transit HD	34	76"	115"	94"	96"
 Odyssey	26	Raised Floor 76" Lowered Floor 80"	115"	94"	96"
 Odyssey XL (F550)	34	80"	125"	98"	102"
 Odyssey XL (S2C)	41	80"	127"	98"	102"

Overall Length	Wheelbase	GVWR (Up to)	Ground to First Step	Step Riser Height	Step Run Depth
21' or 23'	138" or 158"	12,500	11 1/2"	9"	9"
23'6"	156"	11,000	9 1/2"	10"	9"
21'8", 24'6"	138"-156"	11,000	10"	Raised Floor 8 1/2" Lower Floor 10"	9"
20', 23', 25', 28'	138"-206"	14,500	12"	Raised Floor 7 1/2" Lowered Floor 9"	9"
28', 31', 34'	205"-235"	19,500	10"	9 1/2"	8 1/2"
23'-28'	158"-200"	14,500	12"	Raised Floor 7 1/2" Lowered Floor 9"	9"
29'-35'	205"-255"	19,500	10 1/2"	9"	10"
31'-39'	219"-296"	26,000	9 1/2"	10 1/2"	9"

INTEGRITY. COMMITMENT. CLASS.



Proudly manufactured in New Paris, IN, USA. Available throughout the USA & Canada. Contact Turtle Top today to find your local representative.

800-296-2105

TurtleTop.com



Made in America

TURTLE TOP - Built to Last



LIMITED LIFETIME WARRANTY

Coosa Composites provides a limited lifetime warranty on all of Coosa's composite panels. Coosa Composites warrants that the products delivered to the buyer will, at the time of delivery, be free from defects in material and workmanship. Coosa's limited warranty applies to fungal decay, rot, termite damage, delamination, or structural failure of its products during normal recreational use for the lifetime of the product. Coosa's warranty provides for replacement product, other materials and labor directly associated with repairs to the failed Coosa product for the first 3 years from the date of manufacture of the product containing Coosa's composite panels. After 3 years, the warranty provides for replacement of the Coosa product only. The warranty is limited to the above expressed warranty and COOSA COMPOSITES MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. In no case shall Coosa Composites be held responsible for any damages caused by improper installation or any other act of another party or by any cause beyond its control. In no case shall Coosa Composite's warranty exceed that warranty provided by the original equipment manufacturer on its products containing Coosa's composite panels. Except as expressly stated within this warranty, Coosa Composites will not be responsible for any consequential or incidental damages (including lost profits) resulting from the sale or use of any products. Except as separately stated above, Coosa's sole responsibility will be the monetary value of its products, and its sole liability is limited to the replacement of its products.

About Us

Turtle Top started manufacturing automotive products in 1962. What began with recreational vehicles has grown into a reputed provider of transportation solutions with sales and service locations across the USA and Canada. We build buses designed according to the requests and requirements of our customers. Our clientele include some of the most prestigious names in the motor coach industry.



800-296-2105



www.turtletop.com



167819 State Rd 15
New Paris, IN 46553



All composite
sub-floor,
standard on
Turtle Top
Buses.



Performance

At 40% the weight of wood and virtually no water absorption, Coosa Composites panels enhance the performance of your bus.



Pass the pump.

Take advantage of the weight savings with an increase in MPG and a reduction in fuel stops.



Reduce your footprint.

With less frequent fuel stops and, lowering fuel consumption, Coosa subfloors help to reduce your carbon footprint..



Coosa Composites panels

are not subject to insect infestations, including termites.



No rot. No mold

Unlike traditional wood subfloors that absorb water, rot and mold, Coosa's subfloors do not absorb water or rot or mold.



Made in the USA

All Coosa Composites subfloor panels are manufactured in the USA



Peace of Mind

A Coosa Composites subfloor requires no maintenance, providing a lower cost of ownership versus a wood subfloor.

With all the benefits of Coosa panels they add up to one more nice benefit:

INCREASED RESALE VALUE

Taking Care of Your Coosa Composites Subfloor

Caring for your Coosa Composites subfloor is easy. It's maintenance free!

Please read the information below.

The deck is formaldehyde free and no VOC's were produced when the deck was manufactured.

Some discoloration on the bottom of the deck, over time, is normal.

When bonding Coosa to another surface that does not absorb water, do not use an evaporative cure adhesive like wood glue. It will not cure properly.

Call the factory for more information at 877.249.1010.





SPORT 2.0 DRIVER SEAT

COMMERCIAL BUS / DELIVERY TRUCK

The Freedman Sport 2.0 Driver Seat is designed, tested and built to comply with all applicable FMVSS requirements. With standard recliner, 2-way adjustable lumbar and European styling, the Sport 2.0 is the ultimate in driver seat comfort and value.



features

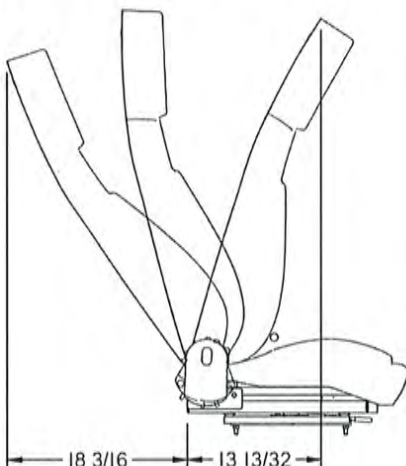
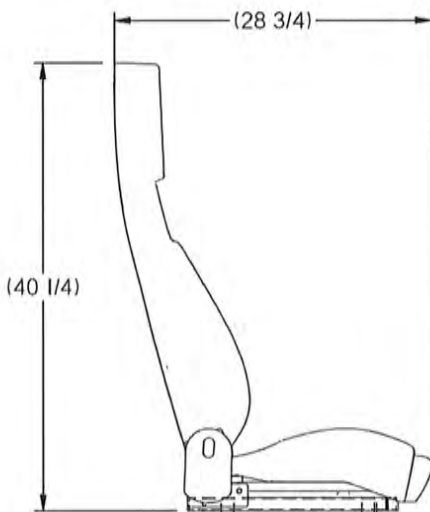
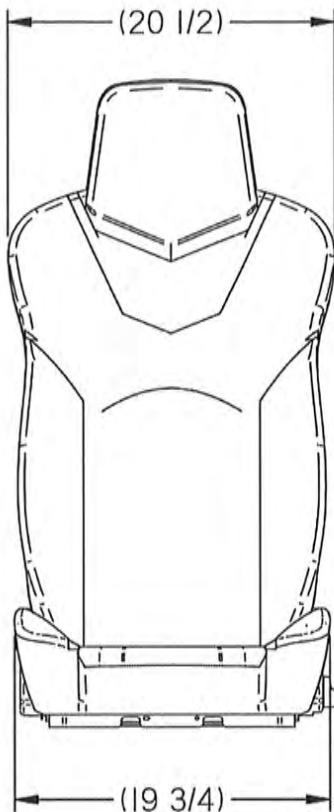
- High back design for head/neck support and pleasing aesthetics
- 2-way adjustable lumbar
- Built in headrest for comfort and style
- The highest weight rating (400 lbs.) for cutaway buses
- Standard with LH recliner lever
- Standard with Right and Left arm brackets to add armrest for driver or co-pilot vehicle positions
- Standard with adjustable lumbar support
- Hole pattern on the bottom of the seat will accommodate:
 - **Ford E-Series (Seat Delete) Cutaway**
 - **GM/Chevy G-Series Cutaway**
 - **Adnik power base**
 - **6" & 7" Slides**
 - **Tilt Riser**
- Standard with heavy-duty black flat-woven cover, easy to clean with a zippered back cover for easy change out change in the field

options

- Special order Upholstery is available in matching and performance upholstery
- Adjustable right hand armrests, molded (unupholstered) and easy to clean
- LeMans armrest features flip up and down ability for easy vehicle entry and egress
 - Durable molded foam for easy clean and long life and comfort



LeMans Armrest



FREEDMAN®
SEATING COMPANY

4545 W. Augusta Blvd., Chicago, IL 60651
(773) 524-2440 (800) 443-4540 Fax (773) 252-7450
freedmanseating.com | info@freedmanseating.com



Freedman Seating is committed to lessening our impact on the planet. For your convenience, materials are now available online to download at www.freedmanseating.com.



We are constantly updating and improving our seats; therefore we reserve the right to change or modify specifications or materials without notice. All Freedman Seating Company seats meet or exceed FMVS standards

FEATHER WEIGHT

**MID-HI SEAT
"ROCK SOLID"**



Sustainable Seating Solutions

Freedman Seating Company's Feather Weight seats are designed to be like feathers on a bird: light and airy to satisfy weight restrictions and ensure a smooth ride, yet durable for years of service and low maintenance.

Freedman Seating Feather Weight seats are the most severely tested in the company's history, and meet all applicable federal motor vehicle safety standards for strength and safety (including 210 for seat belts). Less weight means one thing to bus builders and operators: they can get more passengers per bus. And when we say more passengers, ***we mean more happy passengers.***



Not Just Seats



Seating Solutions™

THE FEATHER WEIGHT SERIES BY

FREEDMAN

SEATING COMPANY

an ISO 9001:2000 certified company

FEATHER WEIGHT

MID-HI SEAT "ROCK SOLID"



Sustainable Seating Solutions

Whether your bus is for tour/charter, para-transit, or shuttle, Feather Weight Mid-Hi works for you. Optional adjustable headrests and reclining back-rests give you luxuries for long journeys, while grab rails and ABS plastic backs provide the function and safety required for shorter trips. The ultra-thin backrest gives outstanding support and creates more hip-to-knee room than any other seat in its class. The steel frame system meets or exceeds all applicable government standards for safety and durability. And, it's light as a feather!

Feather Weight Mid-Hi features include:

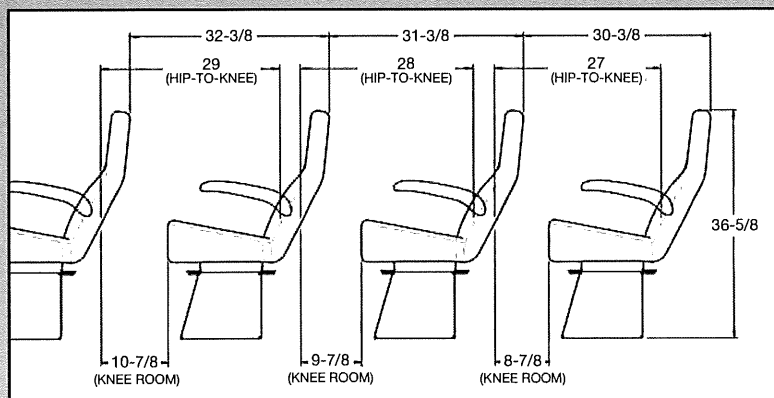
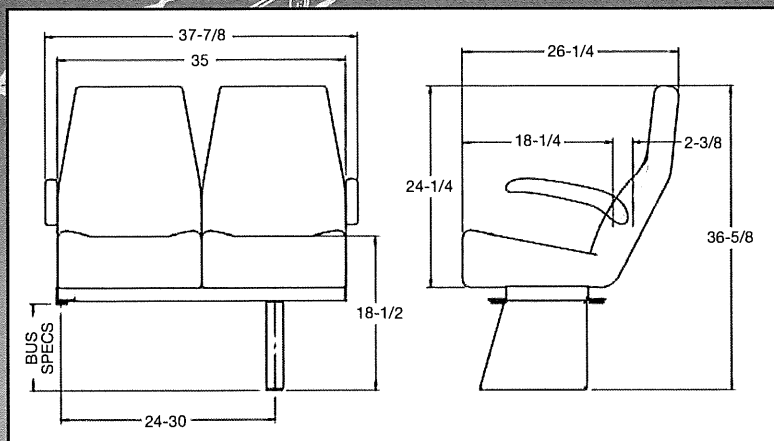
- An ultra-thin *Knee-Saver* type backrest for added hip-to-knee room and lumbar support
- Molded polyurethane seat and back cushions for comfort and long lasting support
- 17½" wide seat cushions
- 22½" back height off the seat cushion, 37" off the floor
- Wire mesh-grid seat springs for even support
- FMVSS 210 compliance—all *Feather Weight* seats are seat belt ready
- Transit style—rigid backrests (starting weight without options—43 lbs.)
- Touring style—reclining backrests (starting weight without options—47 lbs.)
- Covers that can be removed and replaced easily and without the use of special tools

Feather Weight Mid-Hi options include:

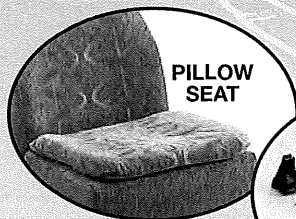
- Black molded *U.S. Arms* or upholstered flip-up armrests
- Adjustable headrests
- Black or yellow corner AV grab rails
- Black or yellow top AV grab rails
- ABS plastic backs
- Mesh map pockets
- Vertical stitching
- FTA foam
- Snack trays
- Aluminum folding footrests
- Pillow seat cushions
- Rear row quick disconnect
- Side sliders
- 16", 18" or 19" wide seats available
- Rigid or reclining backrests
- Seat belts
 - Non-retracting seat belts
 - Retracting seat belts
 - USR (Under Seat Retractors)
- S3 Bio-Cushions (Made with vegetable oil)
- A wide variety of cloths and vinyls
- S3 cloths (Made with recycled yarn)

We are constantly updating and improving our seats; therefore we reserve the right to change or modify specifications or materials without notice. All Freedman Seating Company seats meet or exceed FMVSS standards.

ISO 9001:2000 registered



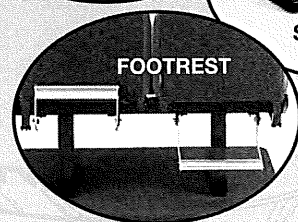
OPTIONS



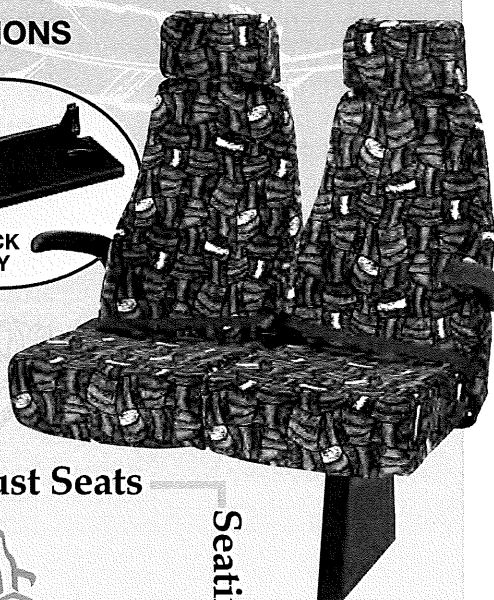
PILLOW SEAT



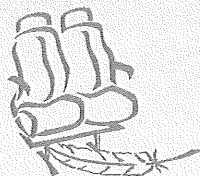
SNACK TRAY



FOOTREST



Not Just Seats



Seating Solutions™

FREEDMAN

SEATING COMPANY

an ISO 9001:2000 certified company

4545 W. Augusta Blvd., Chicago, IL 60651

(773)524-2440 (800)443-4540 Fax (773)252-7450

e-mail: sales@freedmanseat.com

WWW.FREEDMANSEATING.COM

FEATHER WEIGHT

FOLDAWAY BV & AM STYLES

Freedman Seating gives you the largest selection of Foldaways in the industry. Whether you need space for luggage or wheel chairs, we have the right seat. Easy to install and easier to operate, our Foldaways will provide you with miles and miles of happy riders and drivers. Maybe we should say, "smiles and smiles". Freedman Seating, "Not just seats — seating solutions."



Notch-Back, standard Bench-Back and High-Back are shown.

Not Just Seats



Seating Solutions™

THE FEATHER WEIGHT SERIES BY

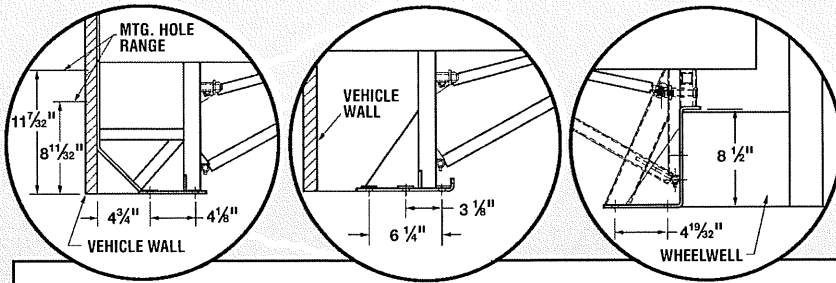
FREEDMAN

SEATING COMPANY

an ISO 9001:2000 certified company

FEATHER WEIGHT

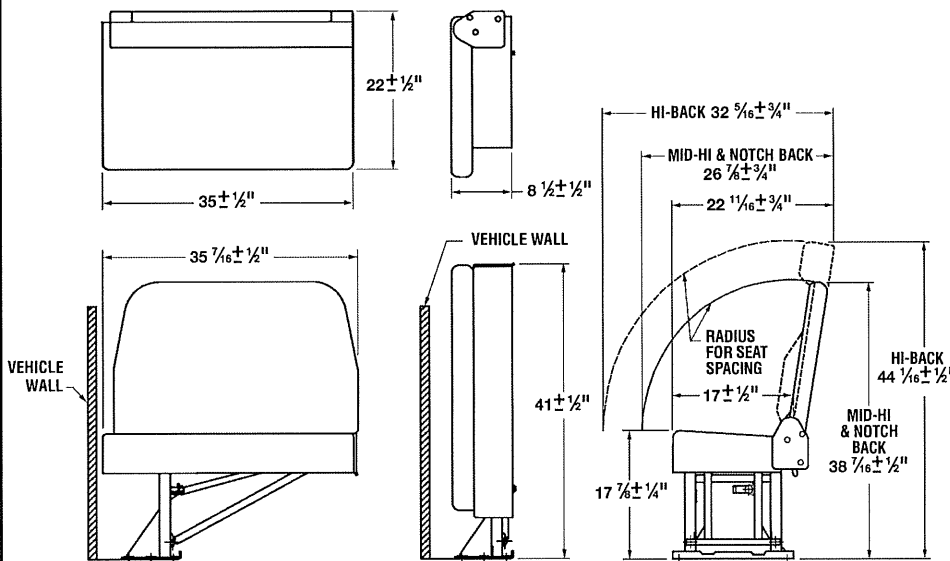
Foldaway BV & AM STYLES



AM2 Floor/Wall Mount

BV Floor Mount

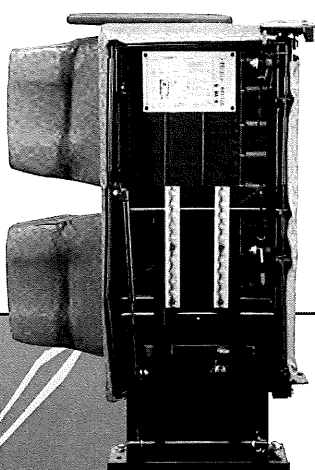
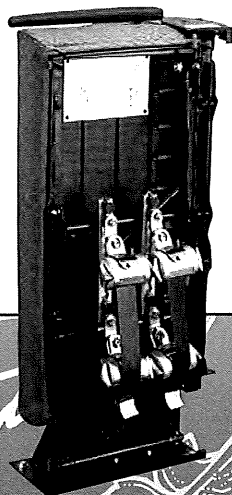
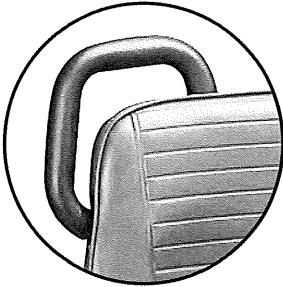
BVWW3 Floor Mount



Corner Grabs

TDSS with belts

TDSS without belts



Belts not included.

Standard Features:

- BV Foldaways mount to the vehicle with four bolts to the floor (no wall mount)
- AM Foldaways mount to the vehicle with four bolts to the floor and two to the wall mount
- Seat belt ready (FMVSS 210 compliant with no leg or tether)
- Ultra-thin backrest for added hip-to-knee room and lumbar support
- High quality molded polyurethane seat and back cushions

- Folds up to less than 10" thick when in the stowed position
- Cantilever design provides reduced installation time; no floor cutting for aisle leg and easy vehicle clean up
- Wire mesh grid seat springs for even support
- 2 locking mechanisms to hold seat in stowed position

Options:

- Single or double seats
- Bench back, notch back or high back
- Wheel well seats
- Wide variety of vinyl's or cloths
- Molded U.S. arms or upholstered arms
- Black or yellow top grabs (not on high backs)
- Black or yellow corner grabs (black side only on high back)
- Vertical stitching
- FTA foam
- ABS backs (Notchback only)
- Adjustable headrests (Single and Notchback only)
- Shrouds to cover the Foldaway when stowed
- USR seat belts (Under Seat Retractors)
- CRS-225 hooks and tethers
- TDSS (Tie Down Storage System)

Not Just Seats



THE FEATHER WEIGHT SERIES BY

FREEDMAN
SEATING COMPANY

an ISO 9001:2000 certified company

4545 W. Augusta Blvd., Chicago, IL 60651
(773) 524-2440 (800) 443-4540 Fax: (773) 252-7450
WWW.FREEDMANSEATING.COM
e-mail: sales@freedmanseat.com

We are constantly updating and improving our seats; therefore we reserve the right to change or modify specifications or materials without notice. All Freedman Seating Company seats meet or exceed FMVS standards.

Seating Solutions™

SPLIT SYSTEMS FOR SHUTTLE AND SCHOOL BUSES

TROPICOOOL

CEILING SERIES



EXTREME CLIMATE EVAPORATORS

A series of extreme climate ceiling mounted evaporators, including the 23047 model featuring a high capacity rear evaporator offering cooling to a variety of vehicles with large passenger compartments. With maximum flexibility in system configurations, a properly balanced system is obtainable due to our wide array of evaporator models.

BEST-BUS-CLIMATE.COM/US



CEILING EVAPORATORS

HIGHLIGHTS



Design

- 1, 2, or 3 dynamically balanced twin shaft blower assemblies available
- Standard relay board with electrical diagnostic LEDS
 - Mounted beside evaporator or vehicles electrical panel
- Standard manual controls or fully automatic



Environmental Friendliness

- Orifice tube/accumulator with an enhanced drier
- Highly efficient rifled copper tube & aluminum fin coil for maximum capacity output & durability.
- Low-profile, side mount design available



Features

- Heat Option
- Plenum available if application applies
- Available in 24V
- Color Options
 - White
 - Grey
 - Black



23022



23023



23052



23047



23036



23055

TECHNICAL DATA

Model	Up to Cooling Capacity	Evaporator Airflow	Power Consumption	Nominal Voltage	Optional Heating Capacity	Dimensions L x W x H	Weight
23022	45,000 BTU/h	800 CFM	19 Amps	12V	40,000 BTU/h	28.5 x 17.5 x 9 in	52 lbs.
23056-LP						30 x 21 x 7 in	40 lbs.
23023	65,000 BTU/h	1600 CFM	30 Amps	12V	60,000 BTU/h	41 x 17.5 x 9 in	60 lbs.
23046-LP						41 x 21 x 7 in	56 lbs.
23052	65,000 BTU/h	1200 CFM	30 Amps	12V	N/A	41 x 14.75 x 7 in	56 lbs.
23047	75,000 BTU/h	1600 CFM	30 Amps	12V	70,000 BTU/h	49.5 x 19 x 9.5 in	65 lbs.
23036	98,000 BTU/h	2400 CFM	45 Amps	12V	105,000 BTU/h	60 x 17.5 x 9 in	95 lbs.
23055	105,000 BTU/h	2400 CFM	45 Amps	12V	N/A	60.25 x 17.5 x 9 in	95 lbs.



Valeo Thermal Commercial Vehicles North America, Inc. - 22150 Challenger Drive Elkhart, IN 46514
 Phone 574-264-2190 - Toll free 800-462-6322 - Fax 574-326-3015
www.valeo-thermalbus.com/us - tcv.na-sales.mailbox@valeo.com

Valeo Thermal Commercial Vehicles (TCV), formerly known as ACC Climate Control/Spheros North America.

SPLIT SYSTEMS FOR SHUTTLE AND SCHOOL BUSES

TROPICCOOL

ROOF TOP CONDENSER SERIES



MINIMUM HEIGHT, MINIMUM WEIGHT

Valeo roof top condenser series features light weight, low profile, flat mounted designs granting high levels of performance and service.

BEST-BUS-CLIMATE.COM/US



ROOF TOP CONDENSERS

HIGHLIGHTS



Design

- Designed to be roof mounted
- High performance motors with extended brush life



Environmental Friendliness

- High performance parallel flow condenser
- 25055 & 25067 have metal covers
- Cover made from high impact TPO molded plastic (paintable & UV resistant)-(Model 25058)



Features

- Two 14" or three 11" diameter fans easily accessible without removing cover
- Unique design allows for dual or single loop configuration (Model 25058)



25067



25055



25058

TECHNICAL DATA

Model	Up to Cooling Capacity	Power Consumption	Nominal Voltage	Dimensions W x H x D	Weight
25067	83,000 BTU/h	22 Amps	12V	28 x 7 x 49 in	31 lbs.
25055	135,000 BTU/h	22 Amps	12V	29 x 7 x 56 in	35 lbs
25058	165,000 BTU/h	29 Amps	12V	63 x 5 x 50 in	77 lbs



Valeo Thermal Commercial Vehicles North America, Inc. - 22150 Challenger Drive Elkhart, IN 46514
Phone 574-264-2190 - Toll free 800-462-6322 - Fax 574-326-3015
www.valeo-thermalbus.com/us - tcv.na-sales.mailbox@valeo.com

Valeo Thermal Commercial Vehicles (TCV), formerly known as ACC Climate Control/Spheros North America.



CENTURY SERIES NCL1000-2 WHEELCHAIR LIFTS

THE ONE-STOP-SHOP FOR ALL YOUR MOBILITY TRANSPORTATION NEEDS

Since 1963, BraunAbility® has been the trusted industry leader. Our wheelchair accessible vehicles and lifts are designed to meet your specific needs, with performance, safety, and reliability that will keep your fleet up and running day after day, year after year. With the most diverse product portfolio of any mobility vehicle company in the industry, BraunAbility delivers the right solution to every commercial mobility need.

NCL1000-2 CENTURY SERIES WHEELCHAIR LIFT

STANDARD FEATURES

- **1,000-pound lifting capacity**
- NHTSA-compliant
- Fully automatic FMVSS 403-compliant lift, operated by an attendant
- Interfaces with OEM interlocks
- Long-lasting LED lift-mounted lights
- Side or rear door application*
- Platform options up to 37" wide
- Floor to ground lift heights up to 48"
- Made in the USA

* Vehicle suspension dynamics affect body roll and FMVSS 404 platform tilt allowance. Before selecting a lift with a 1000# rated capacity, ensure this load does not induce excessive platform tilt.

SAFETY FEATURES

- Locking mechanical Inboard Barrier (IB), powder coated yellow for safety and high visibility, prevents operation if occupied
- Visual and audible warnings alert both passengers and attendants to unsafe conditions
- Interlocked gas spring activated outer barrier
- Dual handrails for security and convenience
- Pump design prevents platform folding when occupied

EASE OF USE FEATURES

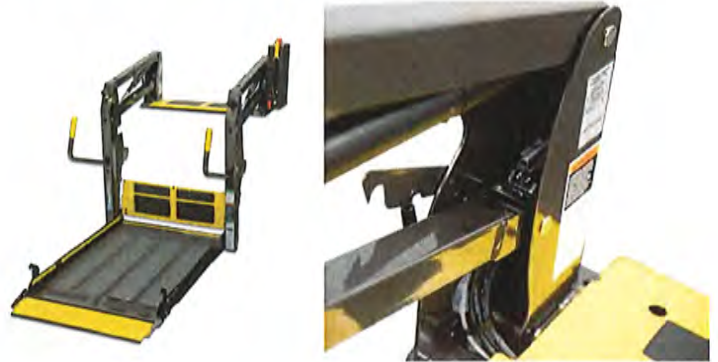
- Hand-held control box with illuminated functions
- Durable redesigned baseplate reduces lift weight, and allows for quicker and easier service
- Bridging feature permits the wheelchair user to board the lift from sidewalks
- Equipped with an adjustable anti-rattle feature
- Lift-Tite™ system stows the lift platform securely while the vehicle is in transit
- Pump module with removable cover offers easy access to all components
- Integrated back-up pump

BRAUNABILITY'S UNRIVALED SERVICE

Every BraunAbility® commercial mobility product comes with our team of commercial mobility experts. They will work to find the ideal mobility transportation solution, no matter the requirements, complexity, or scale. And after you make a purchase, they will continue to work just as hard to offer you all the service and repair support you need.

The NCL1000-2 Century Series Wheelchair Lift from BraunAbility

With dual hydraulic lift arms, and a design that has withstood the test of time, the Century Series offers all the benefits and quality of a BraunAbility wheelchair lift in a streamlined, economical package. The simplified electrical system offers trouble-free operation, while the non-hydraulic spring-loaded outer barrier keeps the wheelchair safely and securely on the wheelchair lift platform throughout the lifting cycle. In addition to all these standard features, the NCL1000-2 also comes equipped with an increased lifting capacity of 1000 pounds.



The NCL1000-2 Century Series also features new and improved inboard barriers, baseplates, vertical channels, and lower parallel arms for a more rigid and stable ride.

BraunAbility offers several models of the Century 2 Wheelchair Lift to address the right application, including usable platforms of 33" x 51", 34" x 51", 34" x 54", as well as 37" x 51" and 37" x 54". The models also vary based on the placement of the front or rear pump module, the lifting capacity (1,000 pounds), and the overall floor-to-ground lift height (up to 48"). The Century 2 Wheelchair Lift is available with or without the handrail belt. See your BraunAbility dealer or braunability.com for lift models available for your specific application.

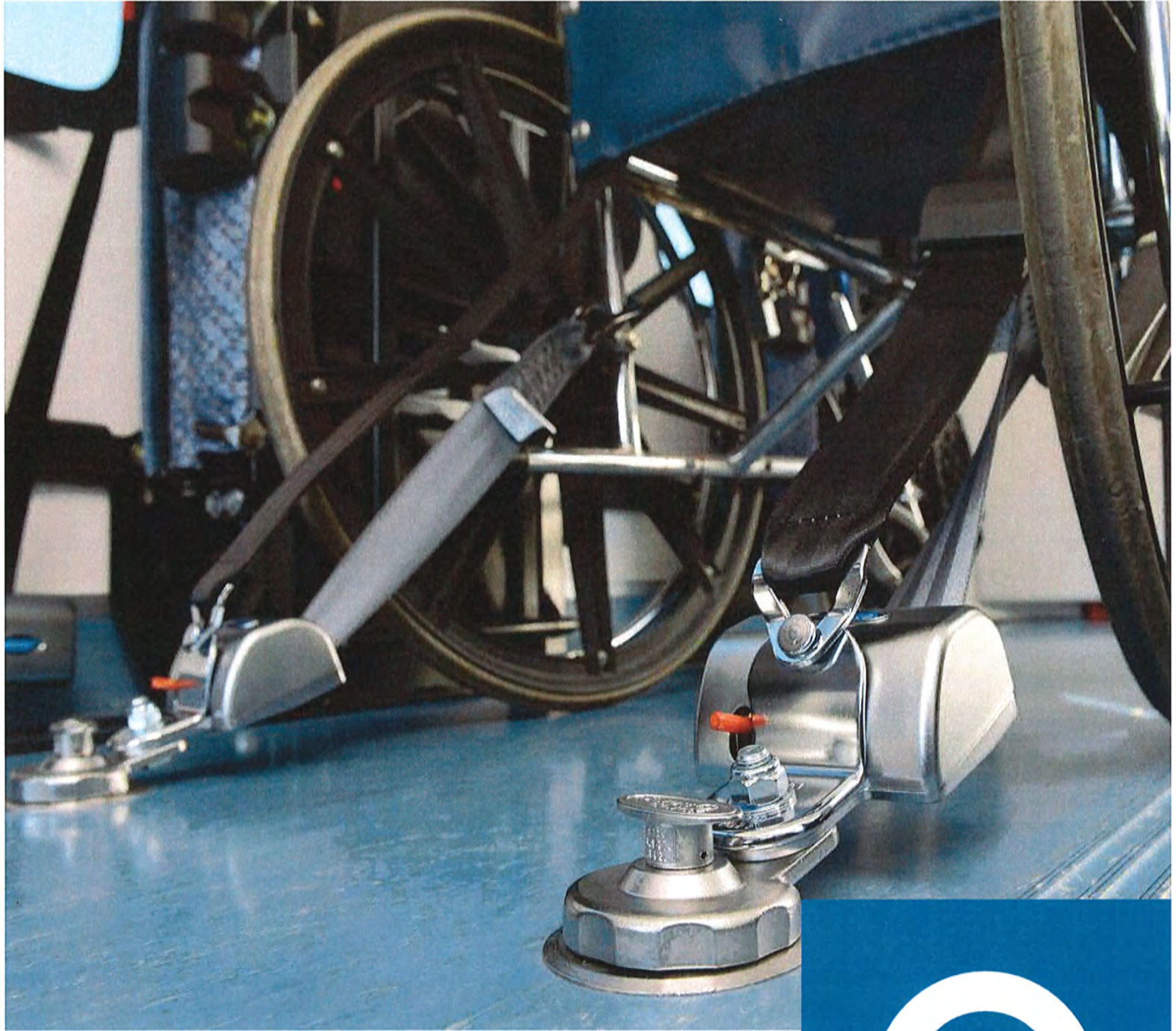


 **MADE IN THE USA**

631 West 11th Street • Winamac, IN 46996
(574) 946-6153 | 1-800-THE-LIFT
www.braunability.com/commercial

All illustrations, descriptions and specifications in this brochure are based on the latest product information at the time of publication. BraunAbility reserves the right to make changes at any time without notice. © 2019 The Braun Corporation 405245

QRT[®]-1 SERIES



MAX / DELUXE / STANDARD
4-POINT SECUREMENT
WHEELCHAIR RETRACTORS



QRT[®]-1 SERIES

The Securement System That Changed Everything

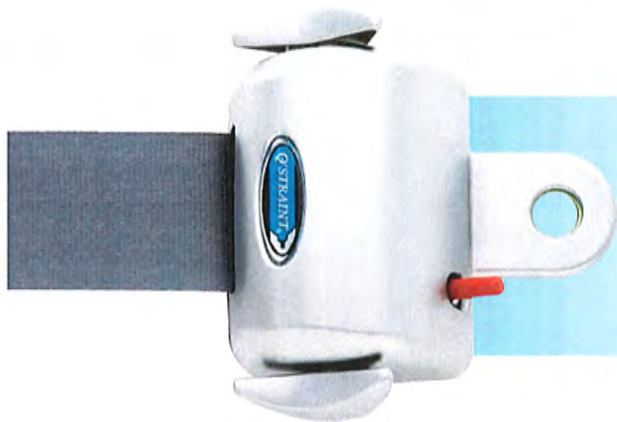
The original 4-point wheelchair securement system, QRT-1 Series retractors defined the way passenger safety devices are designed and tested.

With a range of 3 different options to fit every need and every budget, the QRT-1 Series of retractors offer easy to use, effective 4-Point securement of wheelchairs for virtually any vehicle application.



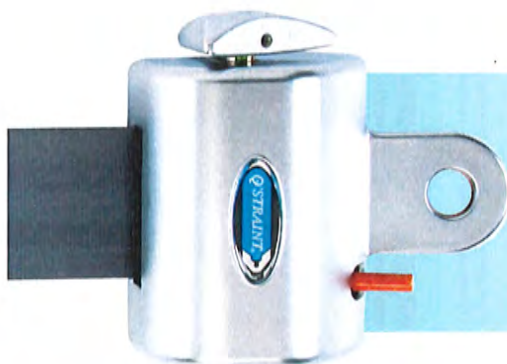
QRT MAX

FULLY AUTOMATIC, premium knobless retractor that allows for one-handed operation.



QRT DELUXE

SELF-LOCKING & SELF-TENSIONING retractor with ergonomic housing and dual tensioning knobs.



QRT STANDARD

SEMI-AUTOMATIC retractor that meets all industry standards and specifications.



More than 30 years ago, Q'STRAIT introduced the world's first fully integrated 4-Point wheelchair passenger securement system, now an industry standard the world over.

The QRT line of retractors are the linchpin of that system.



Every QRT retractor is fully ADA compliant, and meets or exceeds all standards and regulations, including:

- SAE J2249, ISO 10542,
- FMVSS 209, 302, 210, 222
- CMVSS 209
- CSA Z605
- and 30mph/20g crash testing

Anchorage Options

All QRT-1 Series Retractors are compatible with L-Track, L-Pockets and Slide 'N Click anchorages, or may be directly mounted to vehicle floors, seat legs or barriers.



L-TRACK / L-POCKETS

For kits that use L-Track or L-Pocket anchorages, QRT Series retractors feature our patented Positive Lock Indicator (PLI) that clearly indicates when the fitting is locked in the anchorage.

SLIDE 'N CLICK

For kits that include Slide 'N Click anchorages, QRT Series retractors feature a single-bolt SNC assembly and plunger that allows a full 360° rotation, eliminating anchorage alignment guesswork.

QRT-1 SERIES FEATURES COMPARISON

	MAX	DLX	STD
Knobless, One-Handed Operation. No knobs to interfere with wheels and footrests.	○		
Dual Tensioning Knobs. Provides additional tensioning if needed.		○	
Single Tensioning Knob. Provides additional tensioning if needed.			○
Automatic, Self-Locking. Allows easy, one-handed hook-up.	○	○	
Self-Tensioning. Retractors automatically take up 'slack'.	○	○	
Positive Lock Indicator. Patented feature clearly indicates when fitting is locked in anchorage.	○	○	○
Interchangeable. Eliminates confusion: no right, left, front or rear locations.	○	○	○
Low Profile & Compact. Elimination of mounting bracket allows retractors to fit under most footrests.	○	○	○
Accommodates Larger Wheelchairs. Reduced overall length leaves more room for wheelchairs.	○	○	
Ultra-Durable. Hardened steel and coated zinc for maximum corrosion resistance.	○	○	○
Universal Design. Accommodates virtually all wheelchair designs, including scooters.	○	○	○
J-Hook. Reduces twisting of belts and ensures proper securement for all wheelchair designs.	○	○	○
Foot Release Lever. Easy release eliminates the stress of bending down.	○	○	○



WWW.QSTRAINT.COM/QRT-1-SERIES

© 2017 Q'STRAIT®. All Rights Reserved.

Q'STRAIT®, Q'STRAIT® logo, QRT-SERIES® and QRT™ are registered trademarks of Q'STRAIT®, Inc.

Q'STRAIT EUROPE

72-76 John Wilson Business Park
Whitstable, Kent, CT5 3QT
United Kingdom
Tel: +44 (0)1227 773035
Fax: +44 (0)1227 770035
Email: info@qstraint.co.uk

Q'STRAIT AMERICA

4031 NE 12th Terrace
Oakland Park, FL 33334
Tel: 800-987-9987
Fax: 954-986-0021
Email: qstraint@qstraint.com

Q'STRAIT AUSTRALIA

Tramanco Pty Ltd.
21 Shoebury Street,
Rocklea, Australia, QLD. 4106
Tel: +61 7 3892 2311
Fax: +61 7 3892 1819
Email: info@tramanco.com.au

DL2



DL2 Bike Rack – Base P/N 100536 (Stainless Steel), 100352 (Black over Steel)

DL2 Pivot Plate – Base P/N 100530 (Pivot plate is required, other part numbers are available)

Features & Benefits

- The rack contacts bike tires only – no contact to frame means no damage to bicycles
- The rack doesn't require any straps or cords to retain bike – this translates to quick loading and unloading keeping it simple for the passenger and the bus on time
- A minimum number of parts are on used on the rack – easy to maintain and simple to understand
- The rack accommodates tire sizes from 20" to 29"/700c and up to a 44" wheel base – fits the majority of commonly used bikes
- Lifting weight to operate the rack is less than 30lbs – this falls well below OSHA and NIOSH limits

Bid Specifications

Dimensions and Capacities	Benefit
1) The bicycle rack shall be capable of carrying two bicycles.	Allows customers with bicycles to access the transit system.
2) The two bicycle rack shall not be greater than 27 inches deep nor more than 65 inches wide.	A small footprint on the front of the bus.
3) The bicycle rack shall accommodate bicycles with wheel sizes from 20 inches to 29 inches, excluding tandems and recumbent bicycles.	Accommodates the majority of bicycle <u>wheel</u> sizes
4) The bicycle rack shall accommodate bicycles with a wheelbase dimension of up to 44 inches.	Accommodates the majority of bicycle <u>frame</u> sizes
5) The bicycle rack shall accommodate tire widths up to 2.3 inches.	Addresses the most mountain bike tires.
6) The bicycle rack shall secure bicycles up to 55 lbs. per wheel tray while the vehicle is moving. Additionally, the bicycle rack shall support a 250 pound (maximum) centrally located static load when it is deployed and the vehicle is not moving.	Accommodates large and heavily weighted commuter bikes, cruisers and some electric bike models that fall below the per wheel tray weight requirements. The static load feature takes into account non-intended use such as a person standing on the rack to wash the bus window.
Safety and Construction	Benefit
1) The carrier contacts the bicycle's tires only - no contact is made with the frame of the bicycle.	With no contact points on the frame there is a minimal chance of damage to bicycles on the rack.
2) The carrier, when stowed allows the safe operation of the coach by locking in place via the latch pin in the pivot plate assembly quadrant.	Keeps bikes safe and secure while the coach is in motion and the rack in place when not in use.
3) Finish on mild steel parts is powder coated to resist corrosion. Stainless steel is also available and recommended for harsher climates and conditions.	Durable, time tested finish and materials that retain their good looks and protect the rack from corrosion.
4) Continuous support shall be provided for the rear wheel of the bicycle allowing it to be rolled into the position closest to the bus without lifting.	Allows the rider to easily load and unload a bicycle in the position closest to the bus by rolling it into position rather than being forced to lift it into position risking possible back injury.
5) The bicycle rack shall be mounted to the front of the bus and shall have a deployed and a stowed position.	Increases rack and bicycle visibility for the operator and allows the bus to retain its maneuverability when in the stowed position.
6) The bicycle rack shall latch securely in both the stowed and the deployed positions.	Keeps bikes safe and secure while the coach is in motion and the rack securely stowed when not in use.
7) The bicycle rack shall contact the bicycle's tires only - no contact shall be made with the frame of the bicycle.	This assures the bicycle rider a scratch-free trip every time.
8) All outside corners of the bicycle rack shall be rounded.	Rounded corners are friendly to users' legs when loading and unloading their bicycle.
9) Attaching a bicycle to the rack shall not require the use of any straps or cords.	No straps or cords to wear out during the service life of the unit, further minimizing maintenance costs.
10) The bicycle rack, when in use shall not interfere with bus access panels or windshield wipers.	The rack fits as closely as possible all the while reducing interference with the face of the coach, including wipers, vents, and access panels.
11) The bicycle rack support arm shall be self-storing and retained by a magnet, requiring no action from the bicycle rider for proper stowage.	The arm is simply pulled away from the bicycle tire and released. The magnet prevents the support arm from hitting the front of the bus when the bicycle rack is folded up.
12) The bicycle rack shall be compatible with a mounting bracket that can be completely removed from the bus in less than ten seconds.	Allows the rack with the bracket attached to be quickly removed from the bus in the field for towing or in the shop for seasonal removal or repair.
13) Maintenance of the bicycle rack shall not require the use of any surface lubrication.	Eliminating the need for liquid lubricants greatly reduces the likelihood of binding due to road debris build-up on moving parts.
14) The bicycle rack shall be designed specifically for commercial transit use and not for consumer use.	The transit environment will quickly destroy a rack made for occasional consumer use.
15) The bicycle rack manufacturer shall have a sum of at least 10,000 racks installed at a minimum of 50 transit agencies in North America.	This ensures the bicycle rack is a product which is proven in the marketplace.
16) The bicycle rack shall include a warranty against manufacturing defects for a period of one year.	The manufacturer stands behind the product.
Operation	Benefit
1) The bicycles shall be able to be loaded and unloaded independent of each other.	Allows the user to remove only their bicycle, further promoting quick loading and unloading.
2) The bicycle rack shall be designed such that the bicycle rider is encouraged to load and unload the bicycle from either the "curb-side" or front of the vehicle.	Ensures the bicycle rider is in a safe location when using the rack.
3) Lifting weight to stow the bicycle rack shall be less than 30 pounds.	Allows easy one-hand operation and falls well below OSHA and NIOSH limits.
4) The bicycle rack shall be clearly marked with easy to follow instructions for operation.	Educates the user as to the correct orientation of the bike when loading, further ensuring the shortest loading and unloading time possible.
5) Orientation of the pedals by the bicycle rider shall not be required when using the rack.	Decreases potential damage to the bicycle being loaded and to a previously loaded bicycle. Reduces load and unload time ensuring schedule compliance.
6) The bicycle rider shall be able to move the bicycle rack from the deployed to the stowed position or the reverse using only one hand.	Allows the bicycle rider to deploy the rack for loading or to stow the rack while using the other hand to hold their bicycle. This also reduces load and unload time insuring schedule compliance.

Available Options Matrix

● Standard

○ Optional

Bike Rack Model

Apex 2

Apex 3

DL2

NP DL2

DL3 (Trilogy)

Veloporter 2

Veloporter 3

Frame Material & Finish


Mild Steel
(with black
powdercoat)

—

—

○

○

○

—

—


Stainless
Steel

●

●

○

○

○

●

●


Custom
Colors

○

○

○

○

○

—

—

Available Options


Modular
Trays

●

●

○

—

—

●

●


Fat Bike
Compatible

○

○

—

—

—

—

—


Deployment
Sensor
Compatible

○

○

○

○

○

○

○


Bike Counter
Sensors

○

○

○

○

○

—

—


Bilingual
Decals
(Spanish)

○

○

○

○

○

○

○


Bilingual
Decals
(French)

○

○

○

○

○

○

○


Right Hand
Drive

○

○

○

—

—

○

○


Quick Release
Pivot Hardware

○

○

○

○

○

○

○

Available Accessories


Advertising
Panel

○

○

○

○

○

○

○


Aux. Turn
Signal Kit

—

—

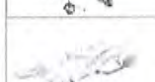
—

—

○

—

—


Aux. Headlight
Mount Kit

○

○

○

—

○

—

—


Deployment
Wand

○

○

○

○

—

—

—


Electric Trolley
Isolator Kit

○

○

○

○

○

○

○


Torsion
Spring Kits

○

○

○

○

○

○

○

*Not all accessories and options are mutually compatible, contact Sportworks Sales and Support for details

Sportworks Northwest, Inc. | 15540 Wood Red Rd NE, Bldg A-200 | Woodinville, WA 98072 | www.sportworks.com

Tel: 425-483-7000 | Fax: 425-488-9001 | salesandsupport@sportworks.com

All dimensions and specifications nominal. Specifications are subject to change without notice. Copyright © 2020 Sportworks Northwest, Inc. All rights reserved



LIMITED COMMERCIAL WARRANTY

SECTION 1: WHAT DOES THIS WARRANTY COVER?

Turtle Top Division of Independent Protection Company, Inc., (referred to hereafter as "Turtle Top") warrants to the original retail purchaser that your Turtle Top unit shall, under normal use and service, be free of substantial defect in materials or workmanship which are attributable to us and which you report to us within the warranty period.

The warranty period with respect to the bus body components of your Turtle Top Vanterra, VT3, Odyssey, Odyssey XL and Terra Transit unit extends **FIVE (5) years** from the date when the unit is delivered to you or until the unit has been driven **100,000 miles**, if sooner. **If vehicle is purchased based on a DOT specification requiring custom warranty, that warranty declaration issued with the BID prevails.**

SECTION 2: WHAT DOES THIS WARRANTY NOT COVER?

Defects in the aesthetics or physical appearance of the unit over time. Deterioration due to normal use, wear and tear, and exposure to the elements. Damages due to negligent use, misuse, abuse, accidents, acts of God or other contingencies beyond our control. Defects in the products that have been repaired, altered or modified without our approval including added equipment. Defects in the chassis and other parts and accessories not manufactured by us unless the defects result from our install of such parts and accessories. Repairs made necessary by reason of failure to follow recommended maintenance procedures.

SECTION 3: HOW DO YOU GET WARRANTY SERVICE?

To obtain warranty service, you must report the problem to the selling distributor within the warranty period AND WITHIN (10) DAYS OF THE FAILURE. Only Turtle Top or the Selling Distributor has the authority to approve warranty service. You must make the unit available for examination at the distributor if requested. Additionally, you must present the unit for service at the distributor or at any service facility designated by us or the distributor, and you must leave the unit for a sufficient time to effect service.

SECTION 4: WHAT INFORMATION DO I GIVE MY DISTRIBUTOR?

You must provide the vehicle body number, located in the driver door jamb on the federal identification sticker and/or the VIN as well as the mileage at the time of the incident.

SECTION 5: WHAT WILL WE DO TO CORRECT DEFECTS?

We will repair or replace, at our option, without charge for parts or labor, any defective part or assembly covered by this warranty.

SECTION 6: WHAT WILL WE NOT DO?

We will not replace the unit or refund the purchase price. We will not provide or pay for transportation of the unit to or from the selling distributor or service facility designated. We will not pay for loss of time; loss of use; loss of revenues, salaries or commissions; towing charges; bus fares; car rentals; gasoline expense; telephone charges; inconvenience or other incidental damages. Repair or replacement of defective parts or assemblies is the sole remedy under the warranty. Turtle Top will not be held liable for damages incurred by failure to follow the terms of this warranty.

SECTION 7: WHAT OTHER CONDITIONS OR LIMITATIONS AFFECT YOUR RIGHTS?

This written warranty is made in lieu of any and all other warranties, EXPRESSED OR IMPLIED. NO IMPLIED WARRANTY OF MERCHANTABILITY IS MADE. This written warranty constitutes the entire agreement between you, the original vehicle owner and Turtle Top. We do not authorize any person to create for us any other obligation or liability in connection with your Turtle Top unit. Any action against us based on this warranty (or any implied warranty asserted by you despite the foregoing disclaimer) must be commenced within one year after the accrual thereof and must be prosecuted in a state or federal court, which sits in Indiana. This warranty shall be construed and enforced in accordance with the laws of the State of Indiana.

SECTION 8: INSTRUCTIONS TO THE SELLING DISTRIBUTOR?

It is the responsibility of the selling distributor, at the time of sale, to inform the customer of the terms of this warranty and assign the designated service facility to obtain warranty service.

Our warranty does not cover defects in the chassis and other parts and accessories not manufactured by us unless the defects result from our installation of such parts and accessories. We do not adopt the warranties of other manufacturers or assume any responsibility with respect to such warranties. *We do however ask all our partners to match the terms of our warranty expressed in Section 1.*

In the following cases listed below-these companies choose to work directly with the selling distributor to handle warranty involving their product. To expedite the coverage process, the selling distributor is required to contact the following manufacturers individually to attain parts and service.

8.1 The following companies' AC systems are installed in Turtle Top Buses. Identify the appropriate manufacturer by the install sticker under the hood and provide your unit # or VIN to the warranty department of the following: (Trans-Air): 1-800-673-2446, (ACC Climate Control): 1-800-462-6322, (ACT): 1-877-228-4247

8.2 The following paratransit lifts are installed in Turtle Top Buses. Identify the appropriate manufacturer on the lift and identify your unit by VIN to the warranty department of the following: -- (Braun Corporation): 1-800-THE-LIFT, (Ricon Corporation): 1-800-322-2884

If the partners listed above indicate warranty coverage does not match the terms of this document contact Turtle Top Customer Service at (877)-4-BUSAID.



Issued to:	
Date issued:	
Turtle Top Body Number:	
Chassis VIN:	



3 Year Unlimited Mile Warranty

Valeo Thermal Bus Systems; hereinafter referred to as "Valeo TBS", warrants its products to the original purchaser, subject to normal use and service, for a period of 36 months/unlimited miles from the date of equipment installation, and while in possession of the original owner.

Valeo TBS agrees to repair or replace with a new or repaired part, any part of a Valeo TBS unit which, after inspection has proven to fail because of a manufacturing defect, within the warranty period. Replacement of a defective part within the warranty period will include labor for replacement at factory established rates if performed at any authorized Service Center. Compensation at factory established rates for loss of refrigerant will be paid only when caused by a defective part and if the defective part itself was under warranty at the time of failure.

CONDITIONS OF WARRANTY

1. Handling of Warranty Claims.

- A. Should a failure occur to a Valeo TBS component under warranty, call Valeo TBS at (574) 264-2190 for authorization (**pre-authorization is required before work is performed**) and return the vehicle to the installer or dealer from whom the air conditioning was purchased. Present your copy of the warranty registration card. He will make the necessary repairs to the system or replacement parts as covered by the warranty.
- B. If it is not possible to return to the original dealer, take the vehicle to any convenient Valeo TBS dealer and present your Warranty Card. He will contact the factory for authorization for the necessary repairs. Should you be unable to locate an authorized Valeo TBS dealer, contact the factory and you will be assisted.

2. Exclusions from Warranty.

THIS WARRANTY SHALL NOT APPLY TO:

- A. Any part or parts of products becoming defective as a result of negligence, accident, or other casualty.
- B. Owner's failure to provide normal maintenance such as lubrication of engine, tightening belts, cleaning coils, loss of refrigerant, drier replacement or improper voltage or electrical connections.
- C. Improper installation, repair, or alterations.
- D. Operation in a manner contrary to Valeo TBS's printed instructions.
- E. Any parts or products which have been repaired or altered outside of Valeo TBS's factory unless specific written authorization for such repair or alteration has been issued by Valeo TBS.

3. Conditions.

- A. Valeo TBS neither assumes nor authorizes any person to assume for it, any obligations or warranty other than that herein stated.
- B. Valeo TBS reserved the right to make changes in design or improvements of its products or parts thereof without obligations to make or install such changes or improvements in or upon products covered in this warranty.
- C. Remedies available to the owner for breach of the A/C Factory Warranty are expressly limited to an action to recover the cost of repairs or replacement due hereunder.
- D. Repair or replacement of any part or parts of the products under this Warranty shall not extend this Warranty with respect to such repaired or replaced part or parts beyond the warranty period.
- E. Valeo TBS does not warrant the workmanship of the installer and will not bear any cost due to faulty or incorrect installation or shipping damage.
- F. Valeo TBS will not be liable for loss of time, labor, equipment, rental, or other expenses while products are out of service.
- G. Valeo TBS shall credit authorized dealers for labor for replacement or repair of defective parts discovered during the first 60 months/unlimited mileage after installation, per the published schedule of labor allowance in the Warranty Policy and Procedures Manual.
- H. This Warranty shall remain in effect, for the aforementioned 36 months/unlimited miles when the equipment is properly installed, serviced and operated under normal conditions according to Valeo TBS's instructions.
- I. Items such as filters, belts, pulleys, tensioners, driers, lubricants, etc. are considered expendable and not covered under warranty.

4. Requirements.

- A. Valeo TBS requires standard preventative maintenance to be performed at intervals of no less than 1 year or 50k miles, whichever occurs first. Reference document numbers QF 75.5-001 and QF 75.5-002 for Valeo TBS standard preventative maintenance guidelines, available at www.valeo-thermalbus.com/us
- B. Valeo TBS requires all parts used for standard preventative maintenance be purchased from Valeo TBS directly or an Valeo TBS certified parts distributor at the customer's expense. Customers are required to retain documentation proving the purchase of these parts and documentation proving the service was performed by a Valeo TBS certified service center. Failure to do this will void all Valeo TBS warranty coverage immediately.

VALEO TBS DISCLAIMS ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE OF THE VEHICLE, LOSS OF TIME, INCONVENIENCE; EXPENSE FOR TRAVEL, LODGING, LOST INCOME OR REVENUE, TRANSPORTATION CHARGES OR LOSS OR DAMAGE OF PERSONAL PROPERTY. SOME STATES DO NOT ALLOW EXCLUSIONS OR LIMITATIONS OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY IS THE ONLY EXPRESSED WARRANTY BY VALEO TBS AND NO DEALER OR SERVICE FACILITY IS AUTHORIZED BY VALEO TBS TO MODIFY OR EXTEND IT. ANY IMPLIED WARRANTIES, INCLUDING WARRANTY OF FITNESS FOR PARTICULAR PURPOSE, OR WARRANTY OF MERCHANTABILITY, ARE EXPRESSLY LIMITED IN DURATION TO THE SAME PERIOD AS THE EXPRESSED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

THIS WARRANTY IS NULL AND VOID UNLESS THE WARRANTY REGISTRATION CARD IS COMPLETED AND MAILED TO VALEO TBS WITHIN THIRTY DAYS OF THE DATE OF ORIGINAL RETAIL PURCHASE. IN ADDITION TO THE ABOVE RIGHTS, THE PURCHASER HAS CERTAIN LEGAL REMEDIES PROVIDED BY THE MAGNUSON MOSS WARRANTY ACT, PUBLIC LAW 93-637. YOU MAY ALSO HAVE CERTAIN RIGHTS UNDER STATE LAW.

Valeo Thermal Bus Systems · 22150 Challenger Dr. · Elkhart, IN 46514 · PH 574-264-2190

Braun® Limited Warranty

WARRANTY COVERAGE AND WARRANTY COVERAGE TIME PERIODS

The Braun Corporation ("Braun") warranty covers certain parts of this wheelchair lift for three (3) years or 10,000 cycles and the cost of labor to repair or replace those parts for one (1) year or 3,000 cycles. If The Braun Corporation receives the warranty registration card within 20 days after the lift is put into service, the warranty labor coverage will increase from one (1) year or 3,000 cycles to three (3) years or 10,000 cycles. In addition, providing the warranty registration card is returned as noted above, the following lift's power train parts are warrantied for five (5) years or 15,000 cycles: Cable, Cylinder, Flow Control, Gear Box, Motor, Pump, Hydraulic Hose and Fittings. This limited warranty covers substantial defects in materials and workmanship of the lift, provided that the lift is operated and maintained properly and in conformity with the owner's manual. The warranty period begins on the date that the product is delivered to the first retail purchaser by an independent, authorized dealer of Braun, or, if the dealer places the product into any type of service prior to retail sale, on the date the dealer first places the product in such service. This limited warranty applies only to the first purchaser. It may not be transferred.

WHAT BRAUN WILL DO TO CORRECT PROBLEMS

In the event that a substantial defect in material or workmanship, attributable to Braun, is found to exist during the first year of warranty coverage, it will be repaired or replaced, at Braun's option, without charge for parts or labor to the owner, in accordance with the terms, conditions and limitations of this limited warranty. If the substantial defect in material or workmanship, attributable to Braun, is found to exist during the second or third year of warranty coverage, it will be repaired or replaced, at Braun's option, without charge to the owner for parts, only, in accordance with the terms, conditions and limitations of this limited warranty. Providing the warranty card is returned within 20 days as outlined above, the labor warranty period will be extended by two years of coverage in accordance with the terms, conditions, and limitations of this limited warranty. In addition, if a substantial defect in material or workmanship, attributable to Braun, is found to exist during the fourth or fifth year of warranty coverage to the following lift's power train parts: Cable, Cylinder, Flow Control, Gear Box, Motor, Pump, Hydraulic Hose and Fittings, it will be repaired or replaced, at Braun's option, without charge to the owner for parts, only, in accordance with the terms, conditions and limitations of this limited warranty. The cost of labor for repair or replacement at any time after the warranty coverage detailed above is the sole responsibility of the owner.

Braun's obligation to repair or replace defective materials or workmanship is the sole obligation of Braun under this limited warranty. Braun reserves the right to use new or remanufactured parts of similar quality to complete any work, and to make parts and design changes from time to time without notice to anyone. Braun reserves the right to make changes in the design or material of its products without incurring any obligation to incorporate such changes in any previously manufactured product. Braun makes no warranty as to the future performance of this product, and this limited warranty is not intended to extend to the future performance of the product. In addition, the owner's obligation to notify Braun, or one of its authorized, independent dealers, of a claimed defect does not modify any obligation placed on the owner to contact Braun directly when attempting to pursue remedies under state or federal law.

LIMITATIONS, EXCLUSIONS AND DISCLAIMER OF IMPLIED WARRANTIES

ANY IMPLIED WARRANTY THAT IS FOUND TO ARISE BY WAY OF STATE OR FEDERAL LAW, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS, IS LIMITED IN DURATION TO THE TERMS OF THIS LIMITED WARRANTY AND IS LIMITED IN SCOPE OF COVERAGE TO THE SCOPE OF COVERAGE OF THIS LIMITED WARRANTY. Braun disclaims any express or implied warranty, including any implied warranty of fitness or merchantability, on items excluded from coverage as set forth in this limited warranty. Braun makes no warranty of any nature beyond that contained in this limited warranty. No one has authority to enlarge, amend or modify this limited warranty, and Braun does not authorize anyone to create any other obligation for it regarding this product. Braun is not responsible for any representation, promise or warranty made by any independent dealer or other person beyond what is expressly stated in this limited warranty. Any selling or servicing dealer is not Braun's agent, but an independent entity.

Braun® Limited Warranty

BRAUN SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT MAY RESULT FROM BREACH OF THIS LIMITED WARRANTY OR ANY IMPLIED WARRANTY. THIS EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES SHALL BE INDEPENDENT OF ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY WARRANTY, AND THIS EXCLUSION SHALL SURVIVE ANY DETERMINATION THAT THIS LIMITED WARRANTY OR ANY IMPLIED WARRANTY HAS FAILED OF ITS ESSENTIAL PURPOSE. This warranty does not cover, and in no event shall Braun be liable for towing charges, travel, lodging, or any other expense incurred due to the loss of use of the product or other reason.

Some states do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

HOW TO GET SERVICE

To obtain warranty service the owner must do all of the following:

1. Notify an authorized service center, of the claimed defect attributable to Braun, within the warranty coverage period designated above
2. Provide the notification mentioned in (1), above, within ten (10) days of when the owner discovered, or should have discovered, the claimed defect
3. Promptly schedule an appointment with and take the product to an authorized service center for service.
4. Pay any transportation costs and all expenses associated with obtaining warranty service.

Since Braun does not control the scheduling of service work at the independent dealerships you may encounter some delay in scheduling or completion of work. If you need assistance you may contact Braun, at 631 West 11th Street, Winamac, Indiana 46996; 1-800-THE-LIFT, (843-5438).

If two (2) or more service attempts have been made to correct any covered defect that you believe impairs the value, use or safety of the product, or if it has taken longer than thirty (30) days for repairs to be completed, you must, to the extent permitted by law, notify Braun directly, in writing, at the above address, of the unsuccessful repair(s) of the alleged defect(s) so that Braun can become directly involved in providing service pursuant to the terms of this limited warranty.

WHAT IS NOT COVERED

This Limited Warranty does not cover any of the following: defects in materials, components or parts of the product not attributable to Braun, any material, component or part of the product that is warranted by another entity (Note: the written warranty provided by the manufacturer of the material, component or part is the direct responsibility of that manufacturer); items that are added or changed after the product leaves Braun's possession; additional items installed at any dealership, or other place of business, or by any other party, other than Braun; normal wear, tear, usage, maintenance, service, periodic adjustments, the effects of condensation or moisture from condensation; mold or any damage caused by mold; imperfections that do not affect the product for its intended purpose; items that are working as designed but that you are unhappy with; problems related to mis-operation, misuse, mishandling, neglect or abuse, including failure to maintain the product in accordance with the owner's manual, or other routine maintenance such as inspections, lubricating, adjustments, tightening of screws, sealing, wheel alignments or rotating tires; damage due to accident or collision, including any acts of weather or damage or corrosion due to the environment; theft, vandalism, fire, or other intervening acts not attributable to Braun; damage resulting from tire wear or tire failure; defacing, scratches, dents or chips on any interior or exterior surface of the product, including those caused by rocks or other road hazards, damage caused by off road use, overloading or alteration of the product, or any of its components or parts.

Defects and/or damage to interior and exterior surfaces and other appearance items may occur at the factory or when the product is in transit. These items are usually detected and corrected at the factory or by

Braun® Limited Warranty

a dealer prior to delivery to the purchaser. You must inspect the product for this type of damage when you take delivery. If you find any such defect or damage you must notify the selling dealer, or Braun, at the time of delivery to have these items covered by this limited warranty and to have work performed on the items at no cost to you as provided by this limited warranty.

EVENTS DISCHARGING BRAUN FROM OBLIGATION UNDER WARRANTY

The following shall completely discharge Braun from any express or implied warranty obligation to repair or replace anything and void this warranty: misuse, neglect, collision, accidents, failure to provide routine maintenance (See Owner's Manual), unauthorized alteration, off road use, Acts of Nature, damage from weather or the environment, theft, vandalism, tampering, fire, explosions, overloading the product and odometer tampering.

LEGAL REMEDIES

Any action to enforce any portion of this limited warranty, or any implied warranty, must be commenced within six (6) months after expiration of the warranty coverage period designated above or the action will be barred because of the passage of time. Any performance of repairs shall not suspend this limitation period from expiring. Any performance of repairs after the warranty coverage period has expired, or performance of repairs regarding any thing excluded from coverage under this limited warranty shall be considered "good will" repairs, and they will not alter the terms of this limited warranty, or extend the warranty coverage period or the filing limitation period in this paragraph. In addition, since it is reasonable to expect that the product will need some service during the warranty period; this warranty does not extend to future performance. It only sets forth what Braun will do and does not guarantee anything about the product for any time period. Nothing in this warranty, or any action of Braun, or any agent of Braun, shall be interpreted as an extension of any warranty period or the filing limitation period in this paragraph. Some states do not allow a reduction in the statute of limitations, so this reduction may not apply to you.

WARRANTY REGISTRATION and MISCELLANEOUS

Your warranty registration records should be completed and delivered to the appropriate companies, including the Braun Delivery Checklist & Warranty form. That form must be returned to Braun within twenty (20) days of purchase. The Braun warranty will not be registered unless this warranty registration is completed and received by Braun. Failure to file this warranty registration with Braun will not affect your rights under this limited warranty as long as you can present proof of purchase, but it can cause delays in obtaining the benefits of this limited warranty, and it changes the start date of the warranty to the date of final assembly of the product by Braun.

Braun agrees to repair or replace any of its factory installed parts found to have substantial defects within the appropriate warranty period designated above, provided that the repair is authorized by Braun and carried out by an authorized service center (a Braun labor schedule determines the cost allowance for repairs). Braun will not honor any warranty claim for repairs or replacement of parts unless the claim is submitted with the appropriate paperwork, and the work is completed by an independent, factory authorized service center. The appropriate paperwork can be obtained by written or phone contact with Braun at the contact information in this warranty.

Braun reserves the right to designate where any warranty work can be performed. Braun also reserves the right to examine any defective workmanship or part prior to giving any authorization for warranty work. Braun's return authorization procedure must be adhered to in order to process any warranty claims.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

WARRANTY:

Freedman Seating Company warrants to the original buyer that its Passenger Seats are free from defects in material and workmanship for the following components:

- Metal Components – Five (5) years
- Plastic Components – Three (3) years
- Moving Components – Three (3) years
- Gas Shock Components – One (1) year
- Upholstered Components (foam) – Two (2) years

Cover Warranty is for defects in the material or sewing and is limited to replacement covers. It does not include labor:

- One (1) year for Level #1 in-stock FSC material and perforated vinyl
- Two (2) year for Level #3 in-stock FSC material and higher
- No warranty for COM (Customer Own/ supplied Material)

The warranty period begins at time of sales to customer or 180 days after shipment from the Freedman Seating Company's factory to the customer, whichever occurs first.

NON-PRORATED REPLACEMENT:

In the event that a warranty-covered failure should occur within the warranty period, Freedman Seating Company will repair or replace the seat without charge and without prorating, at Freedman Seating Company's option. This is the sole and exclusive remedy for breach of any warranty. Any replacement seat or part is only covered by this warranty for the remainder of warranty period applicable to the original seat.

EXCLUSIONS:

This warranty specifically excludes foam, upholstery material, belts, and items exposed to normal wear and tear such as metal finish and paint and does not apply to any seat that is damaged as result of accident, derailment, improper installation, structural defects, intentional damage, abuse, vandalism, negligence, misuse, improper operating conditions, lack of maintenance, or extreme natural phenomena. Seats exposed to toxic or corrosive materials are excluded from this warranty. Seats exposed to cleaning solutions that are not listed on the Freedman Seating Company Cleaning Guide are excluded from this warranty. This warranty is provided directly to the purchaser only and does not extend to any subsequent party and is solely for the Freedman Seating Company product as it is originally manufactured.

INCIDENTAL, CONSEQUENTIAL DAMAGES, & LIMITATIONS:

This warranty shall be in lieu of any other warranty or terms, expressed warranty or terms, expressed or implied, including but not limited to any implied warranty of merchantability or fitness for a particular purpose. The purchaser's sole and exclusive remedy against Freedman Seating Company shall be for the repair and replacement of the defective product as provided herein. No other remedy; including but not limited to incidental or consequential damages for lost profits, lost sales, injury to person or property, shipping, freight, installation, removal, or any other incidental or consequential loss shall be available to the purchaser.

NOTIFICATION:

All reports, claims, or notices required by the warranty to be provided to Freedman Seating Company must be in writing and delivered to: Attention – Freedman Seating Company, Warranty Claim Department, 4545 W. Augusta Blvd., Chicago, IL 60630. Repairs being claimed for warranty must be sent to Freedman Seating Company for prior approval and warranty acceptance before any warranty claims can be made. Parts being claimed for warranty must be sent to Freedman Seating Company for prior approval and warranty acceptance before any warranty claims can be made.

INSPECTION AND VERIFICATION:

The owner must provide access to the failed seat so that Freedman Seating Company's authorized representative can perform an onsite inspection. Alternatively, Freedman Seating Company may ask the owner to ship the failed seat to Freedman Seating Company's laboratory for inspection. Within 30 days of the inspection, either on-site or in the laboratory, Freedman Seating Company will render an opinion as to whether or not the claimed failure is covered by the warranty.

GENERAL MAINTENANCE:

Freedman Seating Company provides the proper maintenance instructions, as well as recommended service intervals with each seat. Warranty is contingent upon documented performance of recommended maintenance and service. All replacement parts should be recommended or authorized Freedman Seating Company components. Failure to purchase proper components will null and void the warranty.

DESIGN:

Freedman Seating Company reserves the right to modify parts and design specifications without notice as long as the seats meet general specifications, unless otherwise committed per contract. In case further non-conforming changes have to be incorporated, Freedman Seating Company will submit such changes to customer for prior approval.

OTHER:

The terms and warranty are contingent upon customers meeting agreed upon payment terms as specified in Freedman Seating Company proposals. Terms and warranty supersede any other terms including but not limited to customer terms printed on the back of Purchase Orders, listed on websites, or other sources from customers.



CITY COUNCIL MEETING AGENDA ITEM SUMMARY

ITEM TITLE LICENSES	AGENDA NO. VII. B. AGENDA DATE: January 22, 2024
ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.) <u>Retail Liquor, Retail Wine by the Drink and Bottle, Retail Beer On and Off Premise:</u> - Alibi / Sports Edition, 1702 Main St - Applebee's, 2235 Thain Gr - Bojacks Broiler / 311 Main St - Boomer's / Zone 208, 0301 2nd St - Boomtown, 516 Main St - Brocks / Bravas, 504 Main St - Bryden Canyon Public Golf Course, 445 O'Connor Rd - Canter's Inn, 416 Thain Rd - Corner Villa, 2110 14th Ave - Downtown Bourbon, 111 Main St - Eagles Lodge, 1304 Main St - Elks Lodge, 3444 Country Club Dr - El Sombrero, 405 Thain Rd - Ernies Steakhouse, 2305 Nez Perce Dr - Hells Canyon Grand Hotel, 621 21st St - Jollymore's, 1516 Main St - Lewiston Golf & Country Club, 3985 Country Club Dr - Mandarin Pine, 833 21st St - Pals, 301 Main St Ste L1 - Strike & Spare Bar and Grill, 244 Thain Rd - The Zoo, 2138 13th Ave - Wrangler, 750 21st St - Zany's, 2004 19th Ave <u>Recommend approval on the below subject to submittal of required paperwork:</u> - Red Lobster, 2115 Thain Rd - Shooters, 1618 Main St	

BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources)

No budge impact

ACTION PROPOSED

Approval of the following renewal licenses



CITY COUNCIL MEETING AGENDA ITEM SUMMARY

ITEM TITLE ORDINANCE 4911	AGENDA NO. VII. C. 1. a. AGENDA DATE: January 22, 2024
ITEM SUMMARY (Background, Discussion, Key Points, Recommendations, etc.) This Ordinance authorizes the sale of the Lewiston Water Revenue Bond, Series 2024 to the Idaho DEQ. This will provide the funds to repay the interim financing provided by DEQ for the improvements made to the City's domestic water system.	
BUDGET IMPACT (Identify any or all impacts this proposed action would have on the City budget and/or personnel resources) The bond will be issued with a principal sum of \$42,000,000 and will bear an interest rate of 1.625%. Principal and interest is to be paid in biannual installments over 25 years. An estimate of interest and principal due in fiscal year 2024 was included in the engineering budget adopted by Council.	
ACTION PROPOSED It is recommended City Council hold all three readings and adopt Ordinance No. 4911 (and approve the related Summary of Ordinance No. 4911) in order to close the water loan as soon as possible.	

CITY ORDINANCE NO. 4911

AN ORDINANCE OF THE CITY OF LEWISTON, NEZ PERCE COUNTY, IDAHO, AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF A WATER REVENUE BOND, SERIES 2024, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$42,000,000, FOR THE PURPOSE OF FINANCING THE ACQUISITION, CONSTRUCTION AND INSTALLATION OF IMPROVEMENTS TO THE DOMESTIC WATER SYSTEM OF THE CITY OF LEWISTON; DESCRIBING THE BOND; PROVIDING FOR THE COLLECTION AND DISPOSITION OF REVENUES; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE BOND; ESTABLISHING FUNDS AND ACCOUNTS; PROVIDING COVENANTS RELATING TO THE BOND; PROVIDING FOR THE SALE OF THE BOND TO THE IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lewiston, Nez Perce County, Idaho (the “City”), is a municipal corporation organized and operating under the laws of the State of Idaho; and

WHEREAS, the City owns, operates, and maintains a domestic water distribution and treatment system (“System”); and

WHEREAS, the City is authorized by the Constitution and laws of Idaho to issue revenue bonds to finance all or part of the cost of acquisition, construction, and installation of improvements and betterments to the System of the City; and

WHEREAS, the City Council (the “Council”) of the City, by adoption of Ordinance No. 4744 on March 11, 2019, ordered a special bond election to be held within the City on May 21, 2019, for the submission to the qualified electors of the City the question of whether or not the City should be authorized to issue its revenue bonds in the aggregate principal amount not to exceed \$42,000,000 in order to provide funds for certain capital improvements to the System; and

WHEREAS, the requisite majority of the qualified electors of the City, at the special bond election of May 21, 2019, authorized the incurring of indebtedness and the issuance of revenue bonds in the aggregate amount not to exceed \$42,000,000; and

WHEREAS, Section 57-227, Idaho Code, authorizes the sale of water revenue bonds to the Idaho Department of Environmental Quality, at private sale in such manner as the Council may determine, and the Council has determined to issue its water revenue obligations in the form of a single, amortized water revenue bond in an aggregate principal amount not to exceed \$42,000,000 to the Idaho Department of Environmental Quality.

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

Section 1: DEFINITIONS

As used in this Ordinance, the following words shall have the following meanings:

A. Acquisition or Acquire includes the opening, laying out, establishment, purchase, construction, securing, installation, reconstruction, lease, gift, grant from the Federal Government, the State, any public body therein or any person or entity, the condemnation, transfer, option to purchase, other contract, or other acquirement, or any combination thereof.

B. Additional Bonds means any bonds issued pursuant to Section 15 of this Ordinance.

C. Bond means the “City of Lewiston Water Revenue Bond, Series 2024,” herein authorized to be issued, sold, and delivered in the form of a single, fully registered, amortized revenue bond in a principal amount not to exceed \$42,000,000.

D. Bond Fund means the “City of Lewiston Water Revenue Bond Fund” created by Section 12 of this Ordinance.

E. Bond Register means the registration books on which are maintained the names and addresses of the owners or nominees of the owners of the Bond.

F. Bond Registrar means the bond registrar, transfer agent, and authenticating and paying agent appointed and designated in Section 6 of this Ordinance.

G. Capital Improvement Fund means the “City of Lewiston Water Project Capital Improvement Fund” created by Section 10 of this Ordinance.

H. City means the City of Lewiston, Nez Perce County, Idaho.

I. City Clerk means the Clerk of the City, or other officer of the City who is the custodian of the seal of the City and of the records of the proceedings of the City, or his/her successor in functions, if any.

J. Cost of Project or any phrase of similar import, means all or any part designated by the Council of the costs of the Project, or interest therein, which costs, at the option of the Council, may include all or any part of the incidental costs pertaining to the Project, including, without limitation:

- (1) Preliminary expenses advanced by the City from funds available for the use therefor, or advanced by the Federal Government, or from any other source, with approval of the Council, or any combination thereof;
- (2) The costs of making surveys, audits, preliminary plans, other plans, specifications, estimates of costs and other preliminaries;

- (3) The costs of appraising, printing, estimates, advice, services of engineers, architects, financial consultants, attorneys at law, clerical help, or other agents or employees;
- (4) The costs of contingencies;
- (5) The costs of the issuance of the Bond;
- (6) The costs of funding any short-term financing, bond anticipation notes, and other temporary loans pertaining to the Project and of the incidental expenses incurred in connection with such loans;
- (7) The costs of any properties, rights, easements, or other interest in properties, or any licenses, privileges, agreements and franchises; and
- (8) All other expenses necessary or desirable and pertaining to the Project, as estimated or otherwise ascertained by the Council.

K. Council means the City Council of the City.

L. Estimated Net Revenues means, for any year, the estimated Revenues of the System for such year less the estimated Operation and Maintenance Expenses for such year, based upon estimates prepared by the City Engineer or an independent engineer, or an independent certified public accountant. In computing Estimated Net Revenues, Revenues of the System may be adjusted as necessary to reflect any changed schedule of rates and charges.

M. Mayor means the Mayor of the City, or his/her successor in functions, if any.

N. Net Revenues means Revenue of the System after the deduction of Operation and Maintenance Expenses.

O. Operation and Maintenance Expenses or any phrase of similar import means all reasonable and necessary current expenses of the City, paid or accrued, of operating, maintaining, and repairing the System or of levying, collecting, and otherwise administering the Net Revenues for the payment of the Bond; and the term includes (except as limited by contract or otherwise limited by law) without limiting the generality of the foregoing:

- (1) Engineering, auditing, reporting, legal, and other overhead expenses of the various City departments directly relating and reasonably allocable to the administration of the System;
- (2) Fidelity bonds and property and liability insurance premiums pertaining to the System, or a reasonably allocable share of a premium of any blanket bond or policy pertaining thereto;
- (3) Payments to pension, retirement, health, and hospitalization funds and other insurance directly relating and reasonably allocable to the administration of the System;

- (4) Any taxes, assessments, excise taxes, or other charges which may be lawfully imposed on the City, the System, revenues therefrom, or any privilege in connection with the operation of the System;
- (5) The reasonable charges of the bond registrar, fiscal or paying agent, commercial bank, trust bank, or other depository bank pertaining to the Bond issued by the City or pertaining to the Project, if any;
- (6) Contractual services, professional services, salaries, other administrative expenses, and the cost of materials, supplies, repairs, and labor, pertaining to the issuance of the Bond and to the ordinary operation of the System; and
- (7) All other administrative, general, and commercial expenses directly relating and reasonably allocable to the administration of the System.

P. Ordinance means this Ordinance No. 4911, adopted on January 22, 2024.

Q. Project means the domestic water system improvement project described in Section 2 of this Ordinance.

R. Registered Owner means the purchaser of the Bond and any subsequent transferee or purchaser of the Bond.

S. Reserve Fund means the “City of Lewiston Water Revenue Bond Debt Service Reserve Fund” created by Section 13 of this Ordinance.

T. Revenue Fund means the “City of Lewiston Water Revenue Fund” created by Section 11 of this Ordinance.

U. Revenue of the System means all revenues received by the City from its System and may include moneys derived from one, all, or any combination of revenue sources pertaining to the System, including, without limitation, rates, charges, rents, fees, and any other income derived from the operation or ownership of, the use of services of, or the availability of or services pertaining to, or otherwise derived in connection with, the System or all or any part of any property pertaining to the System.

V. System, for purposes of this Ordinance, means the domestic water collection and treatment system of the City, as the same now exists, including its assets, real and personal, tangible and intangible, and as it may later be added to, extended, and improved, and shall include buildings, structures, utilities, or other income producing water facilities from the operation of or in connection with which the revenues of the payment of the Bond to be issued hereunder will be derived, and the lands pertaining thereto.

W. Treasurer means the treasurer of the City, or his/her successor in functions, if any.

Section 2: THE PROJECT

A. Project Description. The water improvement project consists of the acquisition, construction, and installation of improvements and betterments to the City's domestic water system, consisting generally of, but not limited to, water treatment plant upgrades, upgrades to the raw water intake, the repair and replacement of water mains, booster pumping facility upgrades, the acquisition of additional water supplies, the construction of water storage, and related improvements, together with costs of engineering, legal, accounting, and other necessary professional services, costs of bond issuance, interest on borrowed funds during construction, and costs incidental thereto (the "Project").

B. Project Changes. The Council may make changes in the Project prior to or in the course of actual construction, provided such changes are found necessary and desirable by the Council and that such changes do not substantially affect or alter the plans or the cost of the Project.

C. Costs. An amount not to exceed \$42,000,000 of the cost and expenses of construction and installation of the Project will be paid from the issuance and sale of the Bond, hereinafter defined, authorized to be issued at a special election held within the City on May 21, 2019. Any balance will be realized from other lawfully available funds of the City, including, but not limited to, general funds, revenue funds, grants, and Additional Bonds issued by the City.

Section 3: THE BOND

The Bond, designated "City of Lewiston Water Revenue Bond, Series 2024" (the "Bond"), in an aggregate principal amount not to exceed \$42,000,000, is hereby authorized to be issued, sold, and delivered pursuant to the Revenue Bond Act of the State of Idaho, the same being Sections 50-1027 through 50-1042, Idaho Code, and pursuant to Section 57-227 and Title 57, Chapter 9, Idaho Code. The designation of the Bond is hereby authorized to be modified to accurately reflect the year it is delivered.

The Bond shall consist of a single, transferable, amortized revenue bond, substantially in the form annexed hereto as Exhibit "A," shall be issued in fully registered form, shall be dated as of the date of its delivery, and shall bear interest on the unpaid balance, at the rate of 1.625% per annum.

The Bond shall be payable in equal biannual installments of principal and interest, with the first installment of principal and interest being due one year from the date of delivery of the Bond, and biannually thereafter until maturity. The final installment may be in such greater or lesser amount as is necessary to fully pay said Bond. The principal of and interest on the Bond shall be fully paid within twenty-five (25) years from its date.

The sale of the Bond to the Idaho Department of Environmental Quality (hereinafter the "Registered Owner"), is hereby authorized and approved. The Registered Owner thereof shall have the right, at its expense, to convert said single bond to fully registered serial bonds, without coupons.

Section 4: EXECUTION

The Bond shall be executed by the manual signature of the Mayor, countersigned by the manual signature of the Treasurer, and attested by the manual signature of the City Clerk, and the seal of the City shall be impressed thereon.

Section 5: PLACE AND MANNER OF PAYMENT

Both principal of and interest on the Bond shall be payable in lawful money of the United States of America to the Registered Owner thereof, at the address of such Registered Owner as shown on the registration records of the City, or at such other address as shall be designated in writing to the City by the Registered Owner. Payment may be made by pre-authorized debit with the approval of the Registered Owner.

Section 6: BOND REGISTRAR

The Treasurer is hereby appointed as bond registrar, transfer agent and paying agent, and is herein referred to as the "Bond Registrar." The Bond Registrar shall keep, or cause to be kept, sufficient books for the registration and transfer of the Bond. The Bond Registrar is authorized, on behalf of the City, to carry out all of the Bond Registrar's powers and duties under this Ordinance.

The Bond may be transferred only upon the books for the registration and transfer of bonds (the "Bond Register"), upon the surrender thereof to the Bond Registrar, together with a form of transfer duly executed by the Registered Owner or its attorney duly authorized in writing. Upon the transfer of the Bond, there shall be issued in the name of the transferee or transferees a new fully registered bond or bonds of any authorized denomination or denominations and of the same maturity and interest rate, and of the same aggregate principal amount, as the surrendered bond. The new bond or bonds shall bear the same date as the date of the surrendered bond, but shall bear interest from the immediately preceding interest payment date to which interest has been paid or fully provided for.

This Section is intended to provide the system of registration required by Chapter 9, Title 57, Idaho Code.

Section 7: PREPAYMENT; NO DEFEASANCE

The City reserves the right, at its option, to prepay, on any principal payment date, scheduled installments outstanding on the Bond, in whole or in part. Refunds, extra payments and loan proceeds obtained from outside sources for the purpose of paying down the Bond, shall, after payment of interest, be applied to principal. Partial prepayments shall be made in the amount of \$1,000 or multiples thereof. No partial prepayment shall extend or postpone the due date of any subsequent installment. Prepayments shall be made without penalty. Notice of any intended prepayment shall be mailed by certified mail to the Registered Owner of the Bond at its address appearing on the Bond Register, at least thirty (30) days prior to the prepayment date.

Section 8: CHARGES

The City has established, may from time to time revise, and shall maintain and collect water rates and charges for furnishing the services of the System to its customers, which rates and charges are, and shall continue to be, uniform as to all persons or properties which are of the same class, which rates and charges shall be collected from the users thereof.

Section 9: PLEDGE OF REVENUES

The Net Revenues of the System are hereby pledged for the payment of the Bond and shall be used and applied in the order of priority provided in Section 11 of this Ordinance.

The City shall establish, revise, maintain, and collect charges sufficient, with other revenues received, after taking into consideration anticipated delinquencies, to provide Net Revenues equal to not less than 1.1 times the average annual debt service on the Bond.

Section 10: THE CAPITAL IMPROVEMENT FUND

There is hereby created a special fund and account known as the “City of Lewiston Water Project Capital Improvement Fund” (the “Capital Improvement Fund”), into which shall be deposited all of the proceeds of the sale of the Bond, to be used and applied for the payment of a portion of the cost and expense of the construction and installation of the Project, including the payment of the principal of and interest on all outstanding bond anticipation notes or other interim financing. Any interest earnings on moneys invested from the Capital Improvement Fund shall remain in and be used for the purposes of the Capital Improvement Fund. The City’s share of any liquidated damages or other moneys paid by defaulting contractors or their sureties will be deposited into said Capital Improvement Fund to assure the completion of the Project.

When the Project has been completed and all costs related thereto have been paid in full, any balance remaining in the Capital Improvement Fund shall be deposited into the Bond Fund described in Section 12 of this Ordinance.

Section 11: THE REVENUE FUND

There is hereby created a special fund, designated the “City of Lewiston Water Revenue Fund” (the “Revenue Fund”), which shall be maintained by the Treasurer and into which the Revenue of the System shall be deposited immediately upon its receipt.

A. Use of Revenues. The Revenue of the System shall be used for the payment of the following obligations in the following order of priority:

- (1) First Charge and Lien: The costs of Operation and Maintenance Expenses.
- (2) Second Charge and Lien: The principal of and interest on the Bond, and any Additional Bonds by payment into the Bond Fund, as provided in Section 12 of this Ordinance.
- (3) Third Charge and Lien: To maintain the Reserve Fund created by Section 13 of this Ordinance; and
- (4) To administer surplus funds.

B. Interest Earnings. Interest earnings on deposits in the Water Revenue Fund shall remain in and be used for the purposes of the Water Revenue Fund.

C. Surplus Funds. Funds remaining in the Revenue Fund after having been applied to designated funds for the purposes provided in this section shall constitute surplus funds and may be used for the purposes set forth in Section 14 of this Ordinance.

Section 12: THE BOND FUND

There is hereby created a special fund, designated the “City of Lewiston Water Revenue Bond Fund” (the “Bond Fund”), which shall be maintained by the Treasurer into which shall be deposited, from the Net Revenues of the System, the following amounts:

A. Each biannual installment of principal and interest payable on the Bond shall be payable into the Bond Fund from the Revenue Fund not less than ten (10) days prior to each payment date, and paid from the Bond Fund to the Registered Owner on or before each payment date. In the event that the single Bond is converted into fully registered serial bonds, as provided in Section 3 of this Ordinance, then there shall be deposited into the Bond Fund from the Revenue Fund on or before the 10th day prior to any interest or principal and interest payment date the amount of interest or principal and interest then falling due on the Bond. The moneys herein allocated shall be used solely to pay currently maturing installments of principal of and interest on the Bond or any serial bonds to which the Bond may be converted.

B. If the City for any reason shall fail to make such deposit, then an amount equal to the deficiency shall be deposited into the Bond Fund from the Reserve Fund, described hereinafter.

Section 13: DEBT SERVICE RESERVE FUND

A. Deposits. There is hereby created a special fund known as the “City of Lewiston Water Revenue Bond Debt Service Reserve Fund” (the “Reserve Fund”), which shall be maintained by the Treasurer so long as the Bond remains outstanding. There shall be deposited into the Reserve Fund, within one year from the date of issuance of the Bond, from Net Revenues, an amount equal to one-tenth of an annual payment of principal and interest on the Bond, and a like sum shall be deposited therein from Net Revenues on each anniversary date of the Bond thereafter, until the reserve equals one annual payment of principle and interest. The sum so accumulated shall be maintained as a debt service reserve fund for the Bond, or any serial bonds to which the Bond may be converted, until the Bond or serial bonds have been paid in full. The City shall establish such subaccounts within the Reserve Fund, and shall comply with such restrictions on the investment of moneys in such subaccounts, as may be required by the Tax Certificate executed by the City at the time of the delivery of the Bond.

B. Deficiencies or Withdrawals. Whenever any moneys are withdrawn from the Reserve Fund to pay the principal of or interest on the Bond, or if a deficiency exists therein, the amount so withdrawn or the amount of such deficiency shall be restored by monthly deposits from Net Revenues until there has been restored therein the gross amount provided heretofore in subdivision A of this Section.

C. Refunding. In the event refunding bonds are ever issued, the amount set aside into the Reserve Fund to secure the payment of the Bond may be used to retire bonds or may be held in the Reserve Fund to secure payment of the refunding bonds issued, to refund the outstanding refunding bonds, or may be held in the Reserve Fund to secure the payment of any other issue or series of bonds payable out of the Bond Fund and issued on a parity with the Bond.

D. Investments. All moneys in the Reserve Fund may be kept in cash or deposited in institutions permitted by law in an amount in each institution not greater than the amount insured by any department or agency of the United States Government, or may be invested and reinvested in any readily marketable legal investment permitted for City moneys maturing not later than the last maturity date of any outstanding bonds. Interest earned on any such investment shall be deposited, directly as earned, into the Bond Fund.

Section 14: SURPLUS FUNDS

Funds remaining in the Revenue Fund after having been applied to or designated funds for the purposes provided in Section 11A of this Ordinance shall constitute surplus funds and may be used for any of the following purposes:

- A. To pay the costs of unusual or extraordinary maintenance of or repair to the System;
- B. To pay the principal of and interest on any subordinate lien obligations which may have been issued to provide water facilities in or for the City;
- C. To improve, extend, enlarge, or replace any City water facilities;
- D. To acquire or construct additional water facilities in or for the City;
- E. To call or redeem prior to their fixed dates of maturity any Bond, parity bonds, or subordinate lien obligations issued to provide water facilities for the City; and
- F. For any other lawful System purpose.

Section 15: ADDITIONAL BONDS OR OTHER OBLIGATIONS

A. Limitation Upon Issuance of Parity Obligations. Nothing contained in this Ordinance shall be construed in such a manner as to prevent the issuance by the City of Additional Bonds or other additional obligations payable from the Net Revenues on a parity with, but neither prior nor superior to, the lien of the Bond herein authorized; provided, however, that before any such Additional Bonds or other additional parity obligations are authorized or actually issued:

- (1) Any consent required by the Loan and Grant Approval Conditions and Loan Resolution referred to in Section 3 of this Ordinance shall have been obtained.
- (2) The City is not, and has not been, in default as to any payments required by the provisions of this Ordinance for a period of not less than twelve (12) months immediately preceding the issuance of such Additional Bonds or other additional parity obligations.
- (3) The Net Revenues of the System for the past twelve (12) consecutive months immediately preceding the year of the issuance of such Additional Bonds shall have been sufficient to pay the Operation and Maintenance Expenses of the water System for said past twelve (12) months, and, in addition, sufficient so

that the Net Revenues for such preceding year equal an amount representing at least 110% of the annual principal and interest requirements of the outstanding Bond, and any other obligations of the City payable from the Net Revenues of the System.

- (4) The Estimated Net Revenues of the System for the twelve-month period immediately succeeding the issuance of the bonds or other obligations proposed to be issued will be not less than 120% of the annual principal and interest requirements of the Bond and any other obligations of the City payable from the Net Revenues of the System, plus the average annual principal and interest requirements of the Additional Bonds or other obligations proposed to be issued.
- (5) A written certification by an independent certified public accountant that the 110% Net Revenue requirement of subsection (3) above, and the 120% Estimated Net Revenues requirement of subsection (4) above have been satisfied shall be obtained and filed with the City, which certification shall be conclusively presumed to be accurate in determining the right of the City to authorize, issue, sell, and deliver said Additional Bonds or other additional obligations on a parity with the Bond authorized herein.
- (6) The foregoing limitations, or any of them, may be waived or modified by the written consent of the Registered Owner of not less than 75% of the principal amount of the Bond then outstanding.

B. Parity Bonds to Complete Project. In the event grant funds, plus the proceeds of the Bond provided for in this Ordinance, are insufficient to complete the Project, then parity bonds or other obligations may be issued to complete the Project, and the restrictions set forth in this Section 15 pertaining to the issuance of parity bonds shall not apply.

C. Subordinate Lien Bonds. No provision of this Ordinance shall be deemed to limit or restrict the power of the City to issue bonds, notes or warrants, or to make pledges of the revenues which shall be subordinate as to the lien of the Bond and which shall provide for compliance with the current provisions hereof prior to the application of any funds to said subordinate purpose, provided that any consent required by the Loan and Grant Approval Conditions and Loan Resolution referred to in Section 3 of this Ordinance shall have been obtained.

D. Refunding. The restrictions with respect to the issuance of parity obligations shall not apply if such additional parity bonds proposed to be issued are for the sole purpose of refunding outstanding water revenue bonds.

Section 16: INVESTMENTS

Surplus funds in any of the Funds set forth in this Ordinance may be invested in securities as permitted by law provided that such investments are available if needed for the payment of principal and interest of any outstanding bonds. Any income from these investments will be considered Revenue of the System.

Section 17: GENERAL COVENANTS

For the protection and security of the Bond, it is covenanted and agreed to and with the Registered Owner of the Bond that the City will perform the following covenants:

A. Complete Project. It will complete the construction of the Project with all practical dispatch and in a sound and economical manner.

B. Operate System. It will operate the System in an efficient and economical manner and prescribe, revise, and collect such charges in connection therewith so that the services, facilities, and properties of the System may be furnished at the lowest possible cost consistent with sound economy and prudent management.

C. Good Repair. It will operate, maintain, preserve, and keep the System and every part hereof in good repair, working order, and condition.

D. Corporate Status. It will maintain its status as a municipal corporation of the State of Idaho and will take no steps to disincorporate or otherwise change its corporate status.

E. Preserve Security. It will preserve and protect the security of the Bond and the rights of the Registered Owner thereof.

F. Collect Revenues. It will collect and hold in trust the revenues and other funds pledged to the payment of the Bond and apply such revenue or other funds only as provided in this Ordinance.

G. Service Bond. It will pay and cause to be paid punctually the principal of the Bond and the interest thereon on the date or dates and at the place or places and in the manner mentioned in the Bond, and in accordance with this Ordinance.

H. Pay Claims. It will pay and discharge any and all lawful claims for labor, materials, and supplies which, if unpaid, might by law become a lien or charge upon the Revenue of the System, or any part of said Revenue of the System, or any funds in the hands of the Treasurer, prior or superior to or on a parity with the lien of the Bond or which might impair the security of the Bond, to the end that the priority and security of the Bond shall be fully preserved and protected.

I. Encumbrances. It will not mortgage or otherwise encumber, sell, lease, or dispose of the System or any part thereof, nor enter into any lease or agreement which would impair or impede the operation of the System or any part thereof necessary to secure adequate revenues for the payment of the principal of and interest on the Bond, nor which would otherwise impair or impede the rights of the Registered Owner of the Bond with respect to such revenues of the operation of the System without provisions for the retirement of the Bond then outstanding from the proceeds thereof, nor so long as the Bond is held by the Idaho Department of Environmental Quality as Registered Owner, without the consent of the Registered Owner.

J. Insurance. It will procure and keep in force insurance upon all buildings and structures of the System and the machinery and equipment therein, which are usually insured by entities operating like property, in good and responsible insurance companies. The amount of the insurance

shall be such as may be required to adequately protect it and the Registered Owner of the Bond from loss due to any casualty, and in the event of any such loss, the proceeds shall be used to repair or restore the System or for the payment of the Bond issued under this Ordinance.

K. Fidelity Bonds. It will procure suitable fidelity bonds covering all of its officers and other employees charged with the operation of the System and the collection and disbursement of revenues therefrom.

L. Engineers. It will employ consulting engineers of acknowledged reputation, skill, and experience in the improvement and operation of the System for any unusual or extraordinary or significant items of maintenance, repair, or betterments as shall be required from time to time, all reports, estimates, and recommendations of such consulting engineers to be filed with the Clerk and furnished to the Registered Owner of the Bond issued hereunder, upon request.

M. Accounts. It will keep proper and separate accounts and records in which complete and separate entries shall be made of all transactions relating to the System, and it will furnish complete operating and income statements upon request.

N. Delinquencies. It will not furnish water service to any customer whatsoever free of charge, and it shall not later than sixty (60) days after an account becomes delinquent, take such legal action as may be reasonable to enforce collection of any collectible delinquent account.

Section 18: SPECIAL COVENANTS

The City further covenants and agrees:

A. In accordance with Section 149(a) of the Internal Revenue Code of 1986, as amended (the "Code"), the Bond, and any serial bonds to which it may be converted, shall be issued and remain in fully registered form in order that interest thereon be excluded from gross income of the owner or owners for federal income tax purposes. The City covenants and agrees that it will take no action to permit the Bond, or any serial bonds to which it may be converted, to be issued in or converted to bearer or coupon form.

B. None of the proceeds of the Bond will be used, directly or indirectly, (i) to make or finance loans to persons or (ii) in any trade or business carried on by any person (other than as a member of the general public). For purposes of the preceding sentence, the term "person" does not include a government unit other than the United States or any agency or instrumentality thereof, and the term "trade or business" means any activity carried on by a person other than a natural person. The City further covenants and agrees to take no action which would cause the Bond to be a "private activity bond," nor will it omit to take any action necessary to prevent the Bond from becoming a "private activity bond," within the meaning of Section 141 of the Code.

C. The City has general taxing powers. The Bond is not a "private activity bond" within the meaning of Section 141 of the Code. 95% or more of the net proceeds of the Bond is to be used for the local governmental activities of the City. The City has no subordinate entities.

D. The Mayor, Clerk, and Treasurer, and other appropriate officials of the City, or any one or more of such officials, as may be appropriate, are each hereby authorized and directed to

execute, on behalf of the City, such certificate or certificates as shall be necessary to establish that the Bond is not an “arbitrage bond” within the meaning of Section 148 of the Code and the Treasury Regulations promulgated thereunder, and to establish that interest on the Bond is not and will not become includable in the gross income of the owner(s) of the Bond under the Code and applicable regulations. The City covenants and agrees that no use will be made of the proceeds of the Bond, or any funds of the City which may, pursuant to Section 148 of the Code and applicable regulations, be deemed to be proceeds of the Bond, which would cause the Bond to be an “arbitrage bond” within the meaning of Section 148 of the Code. The City further covenants to comply throughout the term of the Bond with the requirements of Section 148 of the Code and the regulations promulgated thereunder in order to prevent the Bond from becoming an “arbitrage bond.”

E. The City will comply with the information reporting requirements of Section 149(e) of the Code.

Section 19: AMENDMENTS

A. The City from time to time and at any time may adopt an ordinance or ordinances supplemental hereto, which ordinance or ordinances thereafter shall become a part of this Ordinance, for any one or more of all of the following purposes:

- (1) To add to the covenants and agreements of the City in this Ordinance, other covenants and agreements thereafter to be observed, which shall not adversely affect the interest of the Registered Owner of the Bond, or to surrender any right or power herein reserved.
- (2) To make such provisions for the purpose of curing any ambiguities or of curing, correcting, or supplementing any defective provisions contained in this Ordinance, or any ordinance authorizing future bonds in regard to matters or questions arising under such ordinances as the Council may deem necessary or desirable and not inconsistent with such ordinances and which shall not adversely affect, in any material respect, the interest of the Registered Owner of the Bond.

Any such supplemental ordinance may be adopted without the consent of the Registered Owner of the Bond at any time outstanding, notwithstanding any of the provisions of subsection B of this Section.

B. With the consent of the Registered Owner of not less than 75% in aggregate principal amount of the Bond at the time outstanding, the Council may adopt an ordinance or ordinances supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Ordinance or of any supplemental ordinance; provided, however, that no such supplemental ordinance shall:

- (1) Extend the fixed maturities of the Bond, or reduce the rate of interest thereon, or extend the time of payments of interest from their due date, or reduce the amount of the principal thereof, or reduce any premium payable on the redemption thereof, if applicable, without the consent of the Registered Owner of the Bond so affected; or

- (2) Reduce the aforesaid percentage of the Registered Owner required to approve any such supplemental ordinance.

It shall not be necessary for the consent of the Registered Owner under this subsection B to approve the particular form of any proposed supplemental ordinance, but it shall be sufficient if such consent shall approve the substance thereof.

C. Upon the adoption of any supplemental ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties, and obligations of the City under this Ordinance and the Registered Owner of the Bond outstanding hereunder shall thereafter be determined, exercised, and enforced thereunder, subject in all respects to such modification and amendments, and all terms and conditions of any such supplemental ordinance shall be deemed to be part of the terms and conditions of this Ordinance for any and all purposes.

D. Any Bond executed and delivered after the execution of any supplemental ordinance adopted pursuant to the provisions of this Section may have a notation as to any matter provided for in such supplemental ordinance, and if such supplemental ordinance shall so provide, new bonds so modified as to conform, in the opinion of the Council, to any modification of this Ordinance contained in any such supplemental ordinance, may be prepared and delivered without cost to the Registered Owner of the Bond then outstanding, upon surrender for cancellation of the Bond.

Section 20: VALIDITY OF ISSUANCE

The Bond is issued pursuant to the Idaho Revenue Bond Act, being Idaho Code Sections 50-1027 through 50-1042. This recital is conclusive evidence of the validity of the Bond and the regularity of its issuance.

Section 21: REGISTERED OWNER'S REMEDIES - RECEIVER

By action or suit in equity, the Registered Owner or subsequent owners of the Bond may, in the event of a material violation of any of the foregoing covenants, cause the appointment of a receiver, which receiver may enter and take possession of the System and any Net Revenues for the payment of the Bond, prescribe fees to be derived from the System, and collect, receive, and apply all Net Revenues of other moneys pledged for the payment of the Bond in the same manner as the City might do in accordance with the obligations of the City.

Section 22: ORDINANCE A CONTRACT

The provisions of this Ordinance shall constitute a contract between the City and the Registered Owner so long as the Bond hereby authorized remains unpaid.

Section 23: SEVERABILITY

If any one or more of the covenants or agreements provided in this Ordinance to be performed on the part of the City shall be declared by any court of competent jurisdiction to be contrary to law, then such covenant or covenants, agreement or agreements, shall be null and void

and shall be deemed separable from the remaining covenants and agreements in this Ordinance and shall in no way affect the validity of the other provisions of this Ordinance or of the Bond.

Section 24: REPEALER

All prior ordinances or parts thereof, to the extent inconsistent herewith, are hereby repealed and shall, to the extent of such inconsistency, have no further force or effect.

Section 25: AUTHORIZATION

The Mayor, City Clerk, and City Treasurer, or any one of such officers, as may be appropriate to the circumstances, are hereby authorized to execute, on behalf of the City, all such additional documents as may be necessary to effect the sale and delivery of the Bond.

Section 26: PUBLICATION AND EFFECTIVE DATE

This Ordinance, or a summary thereof in compliance with Section 50-901A, Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon passage, approval, and publication.

PASSED this 22nd day of January, 2024.

CITY OF LEWISTON

By _____
Daniel G. Johnson, Mayor

ATTEST:

Tanya M. Brocke, City Clerk

(S E A L)

EXHIBIT A
[FORM OF BOND]

UNITED STATES OF AMERICA

Registered
No. One

Registered
\$ _____

STATE OF IDAHO

COUNTY OF NEZ PERCE

CITY OF LEWISTON
WATER REVENUE BOND, SERIES 2024

THE CITY OF LEWISTON, Nez Perce County, Idaho (the “City”), for value received, promises to pay from the special fund hereinafter described and in the manner hereinafter set forth, and not otherwise, to the Idaho Department of Environmental Quality, as the registered owner hereof, the principal sum of

(\$ _____), together with interest on the unpaid balance at the rate of _____ (_____%) per annum. Said principal and interest shall be paid in equal annual installments of \$ _____, with the first installment of principal and interest being due on _____ and semiannually on each _____ and _____ thereafter until maturity, with all principal of and interest on the Bond being fully paid within twenty-five (25) years from its date. The final installment may be in such greater or lesser amount as is necessary fully to pay the Bond.

This Bond shall be registered as to principal and interest in the name of the original owner and any subsequent owners in a registration book in the office of the City Treasurer, who shall be the Bond Registrar. This Bond is transferable only upon said book, by notation thereon, by the registered owner hereof in person or by its attorney duly authorized in writing.

Both principal of and interest on this Bond shall be payable in lawful money of the United States of America, to the registered owner, and may be made by pre-authorized debit with the approval of the registered owner. Any owner of this Bond subsequent to its original owner is hereby placed on notice of all payments of both principal of and interest on this Bond prior to its transfer to him and all subsequent owners hereof hereby acknowledge that they have ascertained the actual unpaid principal amount of this Bond as of the date of transfer to them and hereby release the City from all obligations as to all principal and interest paid by the City prior to such date.

EXHIBIT “A”
Page 1

The City has reserved the right, at its option, to prepay scheduled installments outstanding, in whole or, in the manner hereinafter provided, in part, at any time this Bond is held by the Idaho Department of Environmental Quality or any subsequent transferee.

Prepayments shall be made on the date, at the place, and in the manner provided herein for making regularly scheduled installments, and partial prepayments shall be in the amount of \$1,000.00 or multiples thereof. Refunds, extra payments and loan proceeds obtained from outside sources for the purpose of paying down the Bond, shall, after payment of interest, be applied to principal. Any such prepayment shall be made without penalty, additional interest, or charges.

Notice of any such intended prepayment shall be mailed by registered mail to the registered owner of the Bond at the address appearing on the registration records of the City, or at such other address as designated in writing to the City by the registered owner, at least thirty (30) days prior to the prepayment date. Interest on this Bond shall cease to accrue as to the amount of principal being prepaid after the date fixed for prepayment if notice has been properly given and funds equal to the amount of prepayment have been deposited at the place of payment at that time.

This Bond, upon the surrender hereof at the office of the City Treasurer may, at the option of the registered owner and at its expense, be exchanged for serial bonds, without coupons, in registered form, in the aggregate principal amount then remaining unpaid, bearing the same interest rate, maturing annually in each of the remaining years of the original term of this Bond, and dated as of the year during which the surrender and exchange is effected. Serial bonds so issued shall be redeemable according to the provisions of Ordinance No. ____ of the City, adopted on _____, 2024 (the “Bond Ordinance”), pursuant to which this Bond was issued.

This Bond is issued for the purpose of paying a portion of the cost of the acquisition, construction and installation of improvements and betterments to the City’s sanitary water system (the “Project”), pursuant to the Idaho Revenue Bond Act (being Idaho Code Sections 50-1027 through 50-1042), and pursuant to Idaho Code, Title 57, Chapters 2 and 9, and also pursuant to the Bond Ordinance and a special election held within the City on May 21, 2019.

This Bond creates a lien and charge upon the Net Revenue of the City’s domestic water System (as such capitalized terms are defined in the Bond Ordinance), superior to all other charges of any kind and nature, except the charges necessary to pay the principal of and interest on any future parity bonds. This Bond is a limited obligation of the City and is payable as to principal and interest solely from a special fund, designated the City of Lewiston Water Revenue Bond Fund (the “Bond Fund”) referenced by the Bond Ordinance. For a more particular description of said Bond Fund, the revenues to be deposited therein, and the nature and extent of the security afforded thereby, reference is made to the provisions of the Bond Ordinance pursuant to which this Bond is issued, and such Bond Fund will be maintained.

This Bond does not now and shall never constitute an indebtedness of the City within the meaning of any State Constitutional provision or statutory limitation, nor a charge against the general credit or taxing powers of the City.

EXHIBIT “A”

Page 2

The City has covenanted with the registered owner of the Bond to keep and perform all covenants and agreements contained in the Bond Ordinance, and the City will establish, maintain, collect, and account for rates and charges for service furnished by or through the System, including all extensions and improvements thereto hereafter constructed or acquired by the City, sufficient to pay the principal of and interest on the Bond as they fall due, provided such rates must be reasonable rates for the type, kind, and character of the services rendered.

IT IS HEREBY CERTIFIED, RECITED, and DECLARED that all conditions, acts, and things essential to the validity of this Bond do exist, have happened, and have been done, and that every requirement of law affecting the issue hereof has been duly complied with; that the Net Revenues to be derived from the operation of the System, including any future improvements, additions, or extensions thereto, have been and are hereby pledged and will be set aside into the Bond Fund in amounts sufficient for the payment of principal of and interest on this Bond.

IN WITNESS WHEREOF, the City of Lewiston, Nez Perce County, Idaho, under its corporate seal, has caused this Bond to be signed in its corporate name by its Mayor, countersigned by the Treasurer thereof, and attested by the City Clerk, this ____ day of _____, 2024.

CITY OF LEWISTON
Nez Perce County, Idaho

Mayor

City Treasurer

ATTEST:

City Clerk

(S E A L)

EXHIBIT "A"

Page 3

* * * * *

REGISTRATION CERTIFICATE

(No writing to be placed herein except by the Bond Registrar)

This Bond shall be payable only to the order of the registered owner or its legal representative.

DATE OF REGISTRATION	NAME AND ADDRESS OF REGISTERED OWNER	SIGNATURE OF BOND REGISTRAR
_____, 2024	State of Idaho Department of Environmental Quality 1410 North Hilton Boise, ID 83705-1255	

**CITY ORDINANCE
SUMMARY OF ORDINANCE NO. 4911**

ORDINANCE NO. 4911: AN ORDINANCE OF THE CITY OF LEWISTON, NEZ PERCE COUNTY, IDAHO, AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF A WATER REVENUE BOND, SERIES 2024, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$42,000,000, FOR THE PURPOSE OF FINANCING THE ACQUISITION, CONSTRUCTION AND INSTALLATION OF IMPROVEMENTS TO THE DOMESTIC WATER SYSTEM OF THE CITY OF LEWISTON; DESCRIBING THE BOND; PROVIDING FOR THE COLLECTION AND DISPOSITION OF REVENUES; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE BOND; ESTABLISHING FUNDS AND ACCOUNTS; PROVIDING COVENANTS RELATING TO THE BOND; PROVIDING FOR THE SALE OF THE BOND TO THE IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

A summary of the principal provisions of Ordinance No. 4911 of the City of Lewiston, Nez Perce County, Idaho, adopted on January 22, 2024, is as follows:

Section 1: Defines the terms and phrases used in the ordinance.

Section 2: Describes the Water improvement project to be constructed with the proceeds of the Bond authorized by the Ordinance, and states that an amount not to exceed \$42,000,000 of the cost thereof is to be paid from the sale of the Bond of the City described in Section 3.

Section 3: Describes the City of Lewiston Water Revenue Bond, Series 2024 (the “Bond”), and provides for the terms of payment and the maturity of the Bond.

Section 4: Provides for the manner and method of execution of the Bond.

Section 5: Provides for the place and manner of payment of the Bond.

Section 6: Appoints the City Treasurer as Bond Registrar.

Section 7: Provides for the prepayment of the Bond.

Section 8: Provides for water rates and charges.

Section 9: Pledges the Net Revenues of the Water System for the payment of the Bond.

Section 10: Describes the “City of Lewiston Water Project Capital Improvement Fund.”

Section 11: Describes the “City of Lewiston Water Revenue Fund.”

Section 12: Describes the “City of Lewiston Water Revenue Bond Fund.”

Section 13: Provides for a Debt Service Reserve Fund.

Section 14: Provides for the disposition of surplus funds.

Section 15: Establishes the conditions of and limitations on the issuance of additional bond or other obligations.

Section 16: Provides for the investment of surplus funds.

Section 17: Provides certain general covenants of the City with the Registered Owners of the Bond.

Section 18: Provides certain special covenants of the City with respect to the exclusion of interest on the Bond from income taxation.

Section 19: Provides for method of amending the Ordinance and adopting supplemental ordinances.

Section 20: Recites that the Bond is issued pursuant to the Idaho Revenue Bond Act.

Section 21: Provides for remedies of the Registered Owner of the Bond.

Section 22: States that the Ordinance constitutes a contract with the Registered Owner of the Bond.

Section 23: Provides for severability.

Section 24: Repeals prior inconsistent ordinances, to the extent of any inconsistency.

Section 25: Authorizes the Mayor, City Clerk, and City Treasurer to execute any additional documents necessary to sell and deliver the Bond.

Section 26: Provides for the publication of the Ordinance or a summary thereof and the effective date of the Ordinance.

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. 4911. The summary is true and complete and provides adequate notice to the public pursuant to Idaho Code § 50-901A.

Dated this _____ day of _____ 2024.

Kayla Hermann
City Attorney

City of Lewiston

APPLICATION FOR ADVISORY COMMISSION/BOARD

Date: 11-1-2023

Commissions/Boards applying for: HPC

Name: Follett Greg
Last First MI

Telephone (Home): 208-791-7713

Work Telephone: 208-413-9937

E-Mail Address: follettfurniture@gmail.com

Address 511 18th Avenue Lewiston
Number Street City State Zip

If residing in Lewiston, for how long? 60 years

Employer: Complete Suite Furniture

Occupation: Sales

Do you have any activities, commitments, or responsibilities that may prevent you from meeting commission or board attendance requirements? No

Comments:

Please note any paid or volunteer work, hobbies, special interests, or offices held that may relate to the position(s) for which you have applied (use extra paper if needed).

Been a continuous member of HPC since 1996

What strengths do you feel you could bring to the boards/commissions for which you are applying?

I am interested in continuing to promote and support the history of Lewiston.

Please list below the names and telephone numbers of two persons who can serve as a personal reference for you:

Ed King	509-552-9501
Name	Telephone
Dan Oliver	509-552-1247
Name	Telephone

Send completed application to the attention of Kari Ravencroft, City Clerk, City of Lewiston, City Hall, 1134 "F" Street, P. O. Box 617, Lewiston, ID 83501. For more information, please call 746-3671, Ext. 6203. Thank you for your interest!



City of Lewiston

APPLICATION FOR ADVISORY COMMISSION/BOARD

Date: 1-2-2024

Commissions/Boards applying for: EMSAB

Name: Tschirgi SERENA L.
Last First MI

Telephone (Home): 208-305-1868

Work Telephone: N/A

E-Mail Address: sltschirgi@gmail.com

Address 610 24th AVE LEWISTON ID 83501
Number Street City State Zip

If residing in Lewiston, for how long? 31 yrs

Employer: Retired (SJRMC)

Occupation: WAS THE HIM MGR AT SJRMC

Do you have any activities, commitments, or responsibilities that may prevent you from meeting commission or board attendance requirements? NO

Comments: _____

Please note any paid or volunteer work, hobbies, special interests, or offices held that may relate to the position(s) for which you have applied (use extra paper if needed).

Member EMSAB, MP in US Army, interest in
community safety & health

What strengths do you feel you could bring to the boards/commissions for which you are applying?

Organizational thinking, Retiree perspective,
detail orientation, fiscal awareness

Please list below the names and telephone numbers of two persons who can serve as a personal reference for you:

Jill BALMER 208-791-1877
Name Telephone

Mike LARSON 208-799-0381
Name Telephone

Send completed application to the attention of Kari Ravencroft, City Clerk, City of Lewiston, City Hall, 1134 "F" Street, P. O. Box 617, Lewiston, ID 83501. For more information, please call 746-3671, Ext. 6203. Thank you for your interest!