

1. 6.14.2022 Agenda

Documents:

[6.14.2022 AGENDA.PDF](#)

2. 6.14.2022 Pacet

Documents:

[6.14.2022 PACKET.PDF](#)

URBAN RENEWAL AGENCY BOARD
MEETING AGENDA
Tuesday, June 14, 2022 - 12:00 p.m.
City of Lewiston - City Hall Conference Room
1134 "F" Street, Lewiston, Idaho

AS A MATTER OF GOVERNMENTAL TRANSPARENCY, THIS MEETING MAY BE RECORDED, STREAMED LIVE AND/OR ACCESSED AT A LATER TIME. NOTE THAT THIS MAY INCLUDE VIDEO AND AUDIO OF ALL PERSONS PRESENT IN THE ROOM.

Due to COVID-19 and Governor Little's Stage 4 Order (issued May 11, 2021), the number of people allowed to attend this meeting in-person will be based upon room capacity for 6-foot physical distancing. 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. Persons attending this meeting are strongly encouraged to wear a face covering.

I. CALL TO ORDER

- II. CITIZEN COMMENTS** - An opportunity for citizens to address the Agency. Citizens are asked to limit their time to three (3) minutes each. Comments and questions may be made by:

- ✓ Attending in-person
- ✓ Emailing comments and questions prior to the start of the meeting to lvontersch@cityoflewiston.org or dortiz@cityoflewiston.org
- ✓ Mailing written comments prior to the start of the meeting to Laura Von Tersch, PO Box 617, Lewiston ID 83501
- ✓ Calling 208-746-1318 x 7265 and leave a message. Your comments will then be forwarded to the Urban Renewal Agency Board.

III. CONSENT AGENDA (ACTION ITEMS)

- A. Approval of Minutes, May 17, 2022
- B. Approval of Invoices, JBD \$1,545
- C. Approval of Invoice, Elam & Burke \$675

IV. REIMBURSEMENT AGREEMENT BETWEEN THE URA AND LOID (Discussion)

V. UNFINISHED AND NEW BUSINESS

- A. Board Member Comments
- B. Staff Comments

VI. ADJOURN

The City of Lewiston is committed to providing access and reasonable accommodation in its services, programs, and activities and encourages 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.

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May 17, 2022

THE URBAN RENEWAL AGENCY BOARD OF THE CITY OF LEWISTON, IDAHO, met in a regular meeting Tuesday, May 17, 2022, at Lewiston City Hall. Interim Chair JoAnne Cole-Hansen called the meeting to order at 12:00 p.m.

I. CALL TO ORDER

BOARD MEMBERS PRESENT: JoAnn Cole-Hansen; Don Beck; A.L. "Butch" Alford; Joe Anderson; Rick Tousley arriving at 12:03 pm;

BOARD MEMBERS EXCUSED: None

STAFF MEMBERS PRESENT: Laura Von Tersch, Community Development Director; Aaron Butler, IT; Dawn Ortiz, Community Development Specialist, Luke Antonich, City Engineer

II. CITIZEN COMMENTS

None.

III. CONSENT AGENDA (ACTION ITEMS)

A. Approval of Minutes, April 17, 2022

B. Approval of Invoices, JBD \$1,785

C. Approval of Invoice, Elam & Burke \$1,435

D. Approval of Invoice, Presnell Gage \$4,200

E. Reimbursement to City of Lewiston for up to \$200 to Advertise Board Openings on Facebook

Board members Anderson and Alford moved and seconded, respectively the approval of the consent agenda. The motion carried 4-0.

IV. APPROVAL OF INVOICES, LEWISTON MORNING TRIBUNE \$363.77 (ACTION ITEM)

Board members Beck and Anderson moved and seconded, respectively the approval of payment for Lewiston Morning Tribune invoices with Board member Butch abstaining. The motion carried 3-0-1

V. AMENDMENT OF BYLAWS (ACTION ITEM)

Board members Anderson and Alford moved and seconded, respectively to remove amended bylaws off the table. The motion carried 5-0.

Board members Tousley and Anderson moved and seconded, respectively to approval of the amended Bylaws with approved changes. The motion carried 5-0.

VI. BRYDEN AVE MOU WITH LOID (DISCUSSION)

Board member Cole-Hansen recused herself from the discussion due to a conflict of interest at 12:08 pm.

Board member Alford assumed the Chair position.

Community Development Director Laura Von Tersch provided a summary of the project background and the need for MOU.

Board members and staff discussed MOU agreement and changes.

Barney Metz, General Manager for LOID, provided information on the Bryden Ave water mains for irrigation and domestic. LOID usually plans for a larger mainline installation than what the City requires, to accommodate growth. Have already taken steps to increase the line size on Bryden Avenue. The plan is to have (2) 12" mains.

Board member Alford asked for a time frame with the agreement.

Staff Von Tersch and Antonich stated construction probably wouldn't start till 2025, but do not want to put a hard date on it.

Staff Antonich recommended a meeting between LOID, Engineering and staff Von Tersch in regards to the placement of LIOD lines.

Staff Antonich stated funding will likely occur in the later 2020s and there is no projected funding planned for the second Phase at this time.

After the discussion on the MOU, interim chair Cole-Hansen returned to the meeting room and relieved member Alford of his duties.

VII. UNFINISHED AND NEW BUSINESS

A. Board Member Comments

None

B. Staff Comments

Staff Von Tersch stated that the board does not have any applications for open seats. Have had interest from a citizen out of the City of Lewiston, who lives in Clarkston, Wa. Previous member Dan Marsh has still not applied at this point in time. Board member Beck stated there might be a conflict or concern if the applicant from Clarkston was appointed and due to them not spending tax money inside City limits, but making decisions where the citizen's tax money goes.

The next meeting will be on June 14, 2022, all present members will attend besides board member Anderson might not be able to attend.

VIII. ADJOURN (ACTION ITEM)

There being no further business, Board member Beck and Anderson moved and seconded, respectively to adjourn. The motion carried 5-0 and the Urban Renewal Agency Board adjourned at approximately 12:38 p.m.

RESPECTFULLY SUBMITTED,

ATTEST:

DAWN M. ORTIZ,
RECORDING SECRETARY

URBAN RENEWAL AGENCY CHAIR

Approved this _____ day of _____, 2022.



608 Chestnut Street
Clarkston, Washington 99403
(208) 746-0344

**DOUGLASS LAW
PLLC**

STATEMENT

URBAN RENEWAL AGENCY
ATTN: LAURA VON TERSCH
1134 F STREET
LEWISTON ID 83501

DATE: 4/30/2022
ACCOUNT: BUSINESS

DATE		HOURS	AMOUNT
02/28/2022	Balance forward		1,965.00
	BUSINESS-		
03/11/2022	Call with MC/EB re advice letter	0.50	75.00
03/14/2022	Prep for meeting, review of minutes, consult with staff re upcoming agenda	0.80	120.00
03/15/2022	Attend meeting, follow up consultation with outside counsel re check signing question	1.00	150.00
03/18/2022	PMT #1473. BUSINESS CHECK		-1,005.00
03/29/2022	Drafting LOID/URA reimbursement agreement, reviewing sample agreements	2.00	300.00
03/30/2022	Drafting agreement with LOID, continued	1.20	180.00
04/04/2022	Extensive review of bylaws, proposed amendment draft, resolution for bylaws amendment, emails with staff and chair requesting review prior to meeting	4.00	600.00
04/05/2022	Ongoing consultations with staff, outside counsel MC/EB, review of agenda, edits to proposed docs	2.00	300.00
04/06/2022	Finalizing proposed bylaw amendment drafts for agenda, email consultations with staff	1.20	180.00
04/11/2022	Review of packet, prep for meeting	0.30	45.00
04/12/2022	Review, travel, attend meeting	1.00	150.00
04/27/2022	Consult with staff re bylaws and other agenda matters	0.30	45.00
04/28/2022	Significant consult/drafting bylaws, changes to LOID agreement	1.50	225.00

AMOUNT DUE: \$3,330.00
 Paid 5/22 1,785.00
 \$ 1,545.00

TTC

ELAM & BURKE
ATTORNEYS AT LAW

251 East Front Street, Suite 300
Post Office Box 1539
Boise, Idaho 83701
Telephone 208 343-5454
Fax 208 384-5844

Tax Id No. 82-0451327

Lewiston Urban Renewal Agency
* Laura Von Tersch, Community Dev. Dir.
City of Lewiston
PO Box 617
Lewiston, ID 83501

APRIL 30, 2022
Invoice # 195779
Billing Atty - MSC

RE: Special Counsel

CLIENT/MATTER: 00898-00001
APRIL 30, 2022
Invoice # 195779

*** INVOICE SUMMARY PAGE ***

PROFESSIONAL FEES	675.00
COSTS ADVANCED	.00
TOTAL INVOICE	675.00

ELAM & BURKE

ATTORNEYS AT LAW

251 East Front Street, Suite 300
Post Office Box 1539
Boise, Idaho 83701
Telephone 208 343-5454
Fax 208 384-5844

Tax Id No. 82-0451327

Lewiston Urban Renewal Agency
& Laura Von Tersch, Community Dev. Dir.
City of Lewiston
PO Box 617
Lewiston, ID 83501

APRIL 30, 2022

Invoice # 195779

Billing Atty - MSC

FOR PROFESSIONAL SERVICES RENDERED

From APRIL 4, 2022 Through APRIL 30, 2022

RE: Special Counsel

CLIENT/MATTER: 00898-00001

4/04/22	MSC	2.10	Work on creating Lewiston bylaws template and circulate the same to Jennifer Douglass. Review and provide comment on the resolution concerning signing documents and the proposed bylaws amendment. Preliminary review of the draft reimbursement agreement and follow up with attorney Douglass re preliminary comments to the draft agreement.
4/05/22	MSC	.90	Review and follow up on email communications concerning upcoming agenda items. Call with attorney Douglass to discuss scope of reimbursement agreement and specific terms, and meeting agenda items.

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APRIL 30, 2022
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ATTORNEY		RATE	HOURS	AMOUNT	NON-CHARGEABLE HOURS	AMOUNT
Conrad, Meghan S.	Shareholder	225.00	3.00	675.00	.00	.00
			3.00	675.00	.00	.00

COSTS ADVANCED

TOTAL COSTS ADVANCED .00

INVOICE TOTAL 675.00

BALANCE FORWARD 3,275.00

BALANCE DUE 3,950.00

Paid 5/22 3275.00

675.00

IV



Memo

To: URBAN RENEWAL AGENCY

From: LAURA VON TERSCH, COMMUNITY DEVELOPMENT DIRECTOR LM

Date: JUNE 14, 2022

Re: REIMBURSEMENT AGREEMENT WITH LOID

After the Board's discussion 5/17/22, staff forwarded the revised draft Reimbursement Agreement to Barney Metz, Manager of LOID. He has comments to share with you that I have noted in the margins of the document.

- (1) Pg. 1 5th WHEREAS. All of RAA #6 is located within LOID's service area. Recommend removing language "portions of".
- (2) Pg. 2 B. LOID agrees that capping the URA's contribution to the water main portion of the project should not exceed 50% of increment. They would like to see the 2 million dollar not to exceed figure removed, recognizing that costs can not be precisely defined over a 16 year project timeline. Staff does not object to this change, but would like the 50% increment to be adjusted by reasonable administrative expenses.
- (3) Pg. 2 B. LOID notes that the 2038 tax payment is received in 2039. The point LOID is making is that we will receive funds after the termination date and would like to benefit from those last tax payments. Our plan is set to terminate in 2038 and this MOU needs to be in sync with the plan. Any funds received in 2039 will be rebated back to the taxing entities in proportionate shares to the total levy subject to the URA.
- (4) At the beginning of F 3 at the bottom of page 3, LOID would like the following inserted to read: *To the extent permitted by law, and subject to the Idaho Tort Claims Act, LOID shall defend, indemnify and hold AGENCY and their respective officers. . .*

Appendix A needs to be filled out. Since the construction documents are not complete, I suggest we indicate that those documents will become part of this agreement when available over time.

REIMBURSEMENT AGREEMENT

Between the Lewiston Orchards Irrigation District and the Urban Renewal Agency of the City of Lewiston

WHEREAS the Urban Renewal Agency of the City of Lewiston, Idaho ("Agency") is an independent public body corporate and politic, organized and existing pursuant to Idaho Code Section 50, Titles 20 and 29;

WHEREAS the City of Lewiston, Idaho, following notice and public hearing, adopted Ordinance 4732 on December 3, 2018, approving the Urban Renewal Plan (the "Plan") for Revenue Allocation Area # 6 Bryden Avenue ("RAA 6");

WHEREAS pursuant to Idaho law, Agency is authorized and empowered to enter into such contracts as may be necessary to carry out projects consistent with the Plan;

WHEREAS Lewiston Orchards Irrigation District ("LOID") was formed in 1920 pursuant to Idaho Code Title 43 and confirmed by decree in the District Court in and for the County of Nez Perce on May 25, 1920;

WHEREAS LOID is the exclusive provider of domestic and irrigation water to the public within its district, which district includes portions of RAA 6; (1)

WHEREAS LOID intends to enter into a public works contract with a public works contractor to replace and construct aging water infrastructure and improvements along Bryden Avenue;

WHEREAS, the Plan specifically found that water lines on Bryden Avenue are inadequate and obsolete, and that these conditions constitute a constraint upon development and redevelopment and further that such conditions constitute blight;

WHEREAS the Plan objectives include improving infrastructure and to fund projects that solve community problems caused by lack of infrastructure, including the elimination of public safety hazards in the project area such as water flows, which are currently inadequate for fire suppression within RAA 6;

WHEREAS AGENCY has determined that such water infrastructure improvements are essential to health, safety and reduction of blight in RAA 6. Specifically, domestic and irrigation water infrastructure are currently aged beyond capacity, and replacing water infrastructure ensures adequate water pressure for fire suppression to local businesses, thus reducing fire hazards and further promotes economic development along the commercial corridor of RAA 6;

WHEREAS, AGENCY has determined that replacement of both domestic and irrigation water lines is beneficial to the objectives of the Plan, and are an appropriate and allowable cost,

because it is in the public interest to provide clean drinking water and improved irrigation lines within this RAA support fire suppression and fire hydrants along Bryden Avenue;

THEREFORE, AGENCY and LOID agree as follows:

1. LOID agrees to replace domestic and irrigation water lines for public use (the "PROJECT"), in compliance with all applicable City of Lewiston standards, regulations and permits, within the Lewiston Orchards Irrigation District, and within the RAA 6 boundaries on Bryden Avenue as depicted in **Exhibit A**, attached hereto.
2. The PROJECT shall consist of replacing domestic and irrigation water mains in Bryden Avenue with 12" pipe and reconnecting the services and fire hydrants to the new main all within public right of way or within a public utility easement and within RAA#6 and as more fully described and shown on **Exhibit A**.
3. AGENCY agrees to reimburse LOID for approved actual construction costs, which approval shall be in the Agency's absolute discretion, for domestic and irrigation water PROJECT as follows:
 - A. Allowable Costs may include:
 - Design
 - Engineering
 - Bid Assistance
 - Materials
 - Construction
 - Testing and Inspection
 - Patch back
 - B. Up to 50% PERCENT of water infrastructure construction costs, not to exceed \$2,000,000.00 total reimbursement. Payments to LOID pursuant to this AGREEMENT are owing only to the extent AGENCY, in its absolute discretion, approves construction costs and payment to LOID as set forth in this Agreement, and further, only to the extent increment is accrued and available in RAA 6 accounts. **To the extent LOID is not fully reimbursed by December 31, 2038, then Agency is not obligated to make any additional payments.** Notwithstanding the above, the Agency reserves the right, in its sole discretion, to pay off the AGENCY-approved reimbursements at any time. Payments to LOID pursuant to this AGREEMENT shall not exceed 50% of the total increment accrued to RAA 6 between 2022 and 2038. (2)
 - C. Prior to commencing work, LOID will provide to AGENCY: cost estimates for the PROJECT, design and engineering plans for the PROJECT, and letter for City public works indicating design and engineering is in compliance with City standards, regulations and permits. AGENCY approval of the PROJECT is in the AGENCY's absolute discretion. (3)
 - D. LOID shall oversee the project, and shall provide to AGENCY updates at mutually agreeable intervals, but no less frequently than once per quarter during all work being performed on PROJECT.

- E. AGENCY shall not be a party to any contract with a design or engineering professional, or with any contractor performing work on PROJECT, and AGENCY'S obligation shall be limited to reimbursing LOID for AGENCY - approved invoices issued by LOID'S design and engineering professionals and public work contractors.
- F. Prior to payment by AGENCY, LOID shall submit to AGENCY certain cost documentation for AGENCY approval. Such cost documentation shall include:
 - a. schedule of values including line items for the Allowable Costs approved by Agency for reimbursement so they are identifiable separate from other line items.
 - b. invoices marked as paid from LOID's general contractor, subcontractor(s) and material suppliers for each type of Allowable Costs. Invoices shall specify quantities and unit costs of installed materials, and a percentage estimate of how much installed material was used for the PROJECT in comparison to the amount used for the remainder of the project that is not eligible for reimbursement.
 - c. additional documentation or clarification as may be requested by Agency.
 - d. LOID attests that all requested reimbursement expenses are for Allowable Costs within the public right-of-way and/or public easement.
 - e. City attests work is in compliance with City standards, regulations and permits.
 - f. as an alternative to hiring a public works contractor(s) LOID personnel may perform all or some of the project construction and installation work for cost. All invoicing standards still apply.

(collectively, the "Cost Documentation").

1. If Agency disputes any portion of the Cost Documentation relating to Agency-approved actual allowable costs, Agency shall approve payment for the undisputed portion of the invoice. AGENCY and LOID shall use best efforts to resolve any disputed invoice or partial invoice and resolve such disputed amounts as soon as practicable. The parties shall utilize the Dispute Resolution provision herein regarding any amounts still in dispute 60 days following 100% completion of the work in question, prior to resorting to demand or litigation.
2. The PROJECT shall be designed and constructed in compliance with City of Lewiston infrastructure, roadway and stormwater standards and specifications. LOID shall obtain all necessary approvals, licenses and permits from the City of Lewiston or other agencies or political subdivisions with jurisdiction, and provide copies of such approvals, licenses and permits to AGENCY within a reasonable time upon issuance, but not less than ninety (90) days after issuance.
3. LOID shall defend, indemnify and hold AGENCY and their respective officers, commissioners, agents and employees harmless from and against all liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including

(4)

reasonable architect, engineer and attorney fees (collectively referred to in this section as "claim") which may be imposed upon or incurred by or asserted against AGENCY or its respective officers, agents and employees relating to the construction or design of the PROJECT or this Agreement. In the event an action, proceeding or claim is brought against AGENCY or their respective officers, commissioners, agents, employees by reason of such claim, LOID, upon written notice from AGENCY, shall at LOID'S sole expense, resist, defend and be solely responsible for damages arising from such action, proceeding or claim.

4. This AGREEMENT is the entire agreement between the parties and supersedes all other agreements and understandings, written or oral, between the parties with respect to this subject matter hereof. This agreement may be amended or modified only by subsequent written agreement, executed by both parties hereto.
5. All parties hereto are or have been afforded the opportunity to be represented by legal counsel in negotiations and in the preparation of this AGREEMENT. This agreement shall be deemed to be drafted by both parties and shall not be construed against either party.
6. The Parties agree that nothing in this AGREEMENT is intended to create a joint venture, partnership or rights in any third party beneficiaries. Under no circumstances shall this AGREEMENT be construed to create a contract between AGENCY and any designer, engineer or public works contractor, its sole obligation being to pay AGENCY- approved invoices for work performed for LOID, consistent with and to advance the Bryden Avenue Plan, as provided herein.
7. CHOICE OF LAW AND DISPUTE RESOLUTION. This AGREEMENT shall be construed and enforced under the laws of the State of Idaho. Any dispute arising from or related to this AGREEMENT shall be resolved by first participating in mediation in good faith for at least 4 hours with a mediator to be chosen by the parties.
8. ANTIDISCRIMINATION. LOID, for itself and its agents, employees contractors, subcontractors, successors and assigns, agrees that in the design, engineering and construction of the PROJECT, LOID shall not discriminate against any contractor, bidder, employee or applicant for employment on the basis of age, race or ethnicity, disability, color, creed, religion, gender, gender identity or expression, marital status, ancestry, national origin, familial status or sexual orientation, and shall further indemnify AGENCY with respect to all such claims as set forth in Provision 2, herein.
9. SUBORDINATION OF REIMBURSEMENT OBLIGATIONS. The parties agree this Agreement does not provide LOID with a security interest in any Agency revenues for RAA 6 or any other urban renewal plan area, including but not limited to revenue from any "Revenue Allocation Area" (as defined in Title 50, Chapter 29 of the Idaho Code). Notwithstanding anything to the contrary in this Agreement, the obligation of Agency to make the payments as specified in this

Agreement shall be subordinate to all Agency obligations that have committed or in the future commit available Agency revenues, including but not limited to revenue from any Revenue Allocation Area, and may be subject to consent and approval by Agency lenders.

10. **EFFECTIVE DATE.** The Effective Date of this Agreement shall be the date when this Agreement has been signed by the parties (last date signed). This Agreement shall commence on the Effective Date and shall continue until all obligations of each party are complete, or December 31, 2038, whichever is earlier. LOID must complete the PROJECT within one year or one construction season upon notice by city and completion shall mean that LOID has received certification from the City that the PROJECT meets the requirements set forth in Section 2. If completion is not reach by that date, the Agency may, in its sole discretion, deem LOID to be in default and may terminate this Agreement without penalty.
11. **ANTI-BOYCOTT AGAINST ISRAEL CERTIFICATION.** In accordance with Idaho Code Section 67-2346, Participant, by entering into this Agreement, hereby certifies that it is not currently engaged in, or for the duration of this Agreement will not engage in, a boycott of goods or services from the State of Israel or territories under its control.

DATED this _____ day of _____ 2022.

LOID

Barney Metz (or Board Chair)

ATTEST:

Urban Renewal Agency of the City of Lewiston

Butch Alford Acting Chair Person

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

On this ____ day of _____ 2022, before me, a Notary Public, personally appeared Butch Alford, known or identified to me as the Acting Chairman of Urban Renewal Agency, respectively, of the City of Lewiston, and stated that they have the authority to execute this instrument on behalf of the City of Lewiston, and did execute this instrument on behalf of the City of Lewiston.

Notary Public for the State of Idaho

Commission Expires _____

Exhibit A – Project description and map

Phase I – Insert David Evans & Associates work product here, under contract to the City of Lewiston 2022.

Phase II – Construction documents to be inserted when complete

Phase III – Construction documents to be inserted when complete



City of Lewiston
COMMUNITY DEVELOPMENT

EXHIBIT 3: MAP

