

LEWISVILLE CITY COUNCIL

MINUTES

CITY OF LEWISVILLE REGULAR COUNCIL MEETING

Wednesday, March 11, 2026 at 7:00 p.m.

Lewisville Community Center, 3451 E 480 N, Lewisville, Idaho

CALL MEETING TO ORDER 7:05

ROLL CALL

Celena - present
Waco- present
Mayor - present
Brigham – phone
Blake absent

Pledge of Allegiance – Celena

MINUTES

- Minutes for February 11, 2025 – Action Item Celena moved to accept, Waco second, motion passed

POLICE REPORT

- Jefferson County Sheriff's Report 1-31-26 to 2-27-26: 138 hours, 10 incidents, 0 arrests, 0 DUI, 4 citations and 20 traffic contacts. Mike reported, battery traveling disturbance out of area to here, couple of dogs running loose, kids parking at church told to park elsewhere, dirt bike complaint unable to locate, couple of med calls, control burn and missing animal.

CITY ATTORNEY - Kris Meek

CLERK/TREASURER – Connie Olsen

- Payment of bills between February 11, 2026 to March 11- Action Item Celena moved to pay, Waco second, motion passed

Social Media –

- Monthly post on website and Facebook
- Got a volunteer

MAYOR REQUEST – Fred Tucker

- MOU with Jefferson Count and Bridge – Action Item
 - a. We are paying for material and they will pay labor
 - b. MOU sets forth how much we pay and what they will pay. We cover gravel and oil. County pays for labor. Gravel and oil comes through the County. Original didn't include the oil Kris added that to this MOU. Celena tabled the MOU decision until next council meeting April 8th, Brigham second. Motion passed.
 - Domain Change
 - Title 50-603 Message to council
 - a. Mayor has authority to call special meetings of the council
 - b. Kris emphasized that it important to support each other. Make sure that we support him. He has made more calls to me than any other mail
- State of the City Address – Mayor Tucker
- Door to door solicitation – email to all council members and have a work group between now and next council discuss ordinance.

Roads – Waco

ROADS – David

- Street lights, Nelson Electric & Rocky Mountain – Mayor Spoke with Nelson Electric and they came out today and repaired some street lights. We need to order more parts. We need to stock pile some parts (5 or 6 units) on hand
- Specs. on mower deck see attachments 60" 5 foot CND Frontier \$3028 vs tractor sales Atlas\$2900. Pretty much same reviews. Both name brand. Will purchase from Tractor Sales

Planning Zoning – Brigham

- Jesse Thomas property line adjustments
 - a. Titled and recorded
- Charlene Johnson – Property line change
 - a. Want to split acreage into 2, one acre parcels
 - b. Presented maps
 - c. Kris said that they don't need to pay anything and that we don't have to vote on it
 - d. Survey will be recorded and then the county will have it on the
- Mark Fletcher – Building Permit Will have to go the county to get it approved. Don't have an MOU for planning and zoning

Beautification – Blake

- Cottonwood & Elm Tree Report – called I.F. arborist, didn't cost the city anything. They came out and looked at the trees and did a tree risk assessment. Overall risk for 1 mod and all risks are low. Naturally have week wood and branches seem safe now. Issue with trees on city and property owners. City of I.F. has a ordinance about the trees. See attached email. Johnson wants to take down a cottonwood tree, he wants to know what needs to be done to take out the tree. Chinese elm. Mayor will go with Randy tomorrow

COMMUNITY CENTER – Celena Lewis

- First Aid Kit, Fire Extinguisher & Defibrillator – Mayor contacted Cintas. \$1043.60 to set up defibrillator, first aid kit, Sintos \$7/mo. Detailed estimate for first aid kit. Waco will purchase First Aid Kit. Zip tie the first aid kit. Need to have it inspected after it has been used.
- Fees for renting we need to look at increases the fees. We need a lock cover on the thermostat. Raise the fee can only be raised 5% per year without a public hearing. Have offsite access for the thermostat have a smart thermostat.
- We have a contract with Minute man
- Action item next meeting on price of rental increase on community center

COMMUNITY

- Summer Lewis – Easter egg hunt – April 4, 10 am
- Spring mailer is about done will send out this week
- 4th of July celebration 250th year – Do the 24 of July Celebration to commemorate the 250th celebration
- Social Media – Celena

OTHER

Will take donations and can use help laying out the eggs that morning

Start sections for each section – Mayors wife

Black top is breaking up already on the walking path- Waco will go walk the path and see what is going on.

Social Media Volenteer – Christopher Thomas

City Clean Up

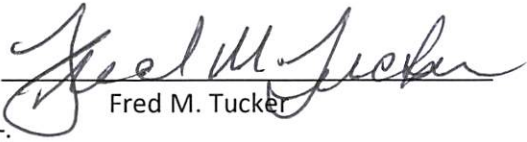
Garage Sale Yard Sale

4th of July

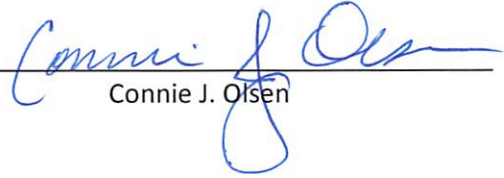
Adjourn – Celena move we adjourn, Waco second passed

Public is Welcome – If special accommodations are required contact City Clerk at (208) 684-2043 at least 1 hour prior to the meeting.

Minutes approved by the City Council of the City of Lewisville on the Wednesday, April 8, 2026

Mayor  Date 5/13/26
Fred M. Tucker

ATTEST:

Clerk  Date 4/8/26
Connie J. Olsen

Tree Assessments

From Lee Washburn <LWashburn@idahofalls.gov>

Date Wed 3/11/2026 2:36 PM

To mayorlewisville@gmail.com <mayorlewisville@gmail.com>

Fred,

We performed tree risk assessments on 3 trees. The overall risk ratings used in Tree Risk Assessments are Low, Moderate, High, or Extreme. 1 of the trees has a rating of Moderate the other 2 have a rating of Low.

Based on visual inspections the rest appear to be sound for now. Keep in mind these trees are Poplars, they naturally have weak wood and lose branches. Without having a crystal ball they do appear safe for now. This is the pertinent information you'll want to pass along to the City Council.

Thank You,
Lee Washburn



Lee Washburn | Horticulturist / Urban Forester
Parks and Cemeteries

2355 Rollandet
Idaho Falls, Idaho 83402
Work: (208) 612-8316
LWashburn@idahofallsidaho.gov

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MEMORANDUM OF UNDERSTANDING
Between
JEFFERSON COUNTY, IDAHO
and
CITY OF LEWISVILLE, IDAHO

I. RECITALS

Statutory Authority and Public Purpose.

A. Jefferson County, Idaho (the "County") and the City of Lewisville, Idaho (the "City") are each a "public agency" within the meaning of Idaho Code section 67-2327. The Idaho Legislature has authorized public agencies to exercise their lawful powers jointly or cooperatively through written agreements approved by their governing bodies. See Idaho Code section 67-2328(a)-(d).

B. Idaho Code section 67-2332 authorizes interagency contracts under which one or more public agencies may contract with one or more other public agencies to perform governmental services, activities, or undertakings that each party is authorized by law to perform, provided the contract is authorized by the governing body of each party.

C. The City Council has the care, supervision, and control of public highways and bridges within the City's corporate limits, and the authority to cause them to be kept open and in repair. Idaho Code section 50-313.

D. The Parties desire to cooperate on a road maintenance and surface treatment project within the City's corporate limits. The Jefferson County Board of County Commissioners has requested that, as consideration for the County's contribution of gravel and equipment, the City cover (i) wages for the County personnel performing the work, (ii) asphalt costs, and (iii) asphalt oil emulsion costs for chip sealing (collectively, the "City Contributions"), as set forth below.

E. This Memorandum of Understanding (the "Agreement") is intended to allocate responsibilities and costs in a manner consistent with Idaho law governing intergovernmental cooperation, and to avoid the creation of an unconstitutional debt or an unlawful pledge of credit. See Idaho Const. art. VIII, sections 3 and 4.

II. AGREEMENT

1. TERM; EFFECTIVE DATE; DURATION.

This Agreement becomes effective on the date of the last signature below (the "Effective Date"). Unless terminated earlier under Section 9, this Agreement remains in effect until the earlier of: (a) completion of the Project (as defined in Section 2) and final payment of all amounts due, or (b) December 31, 2026, unless extended by written amendment executed by both Parties and approved by their respective governing bodies as required by Idaho Code section 67-2328(b).

2. PURPOSE; PROJECT DESCRIPTION.

The purpose of this Agreement is to accomplish a joint or cooperative undertaking consisting of road maintenance and surface treatment work within the City's corporate limits (the "Project"). The Project includes asphalt work and chip sealing (chip seal) on the City streets or segments identified by the City and agreed to by the County (the "Project Streets"). The Parties may list the Project Streets and any material specifications or special conditions in a written exhibit (*Exhibit A*) attached to and incorporated into this Agreement.

3. NO SEPARATE ENTITY; ADMINISTRATION.

A. No Separate Entity. This Agreement does not create a separate legal or administrative entity or joint board. Each Party retains its separate legal status, governing body, and statutory responsibilities. See Idaho Code section 67-2328(d).

B. Administrators. For purposes of Idaho Code section 67-2328(d)(1), each Party shall designate in writing an administrator to coordinate performance of this Agreement. Unless and until changed by written notice, the administrators are:

County Administrator (Road & Bridge / Public Works): Mike Carter, or current Director

City Administrator (City Clerk/Treasurer or designee): _____

The administrators may coordinate scheduling, logistics, documentation of hours and materials, and invoicing, but may not amend this Agreement or authorize expenditures beyond what is approved by the Parties' governing bodies.

4. COUNTY OBLIGATIONS.

A. Equipment. The County shall supply the equipment reasonably necessary to perform the Project work, including (as applicable) trucks, rollers, chip spreader, and related tools and attachments. All equipment remains the property of the County.

B. Gravel. The County shall supply and deliver (or otherwise make available) the gravel reasonably necessary for completion of the Project, consistent with County operational availability and scheduling. Additionally, if agreed and paid for by the City pursuant to Section 5.B. hereinbelow, the County shall supply and deliver (or otherwise make available) the asphalt and emulsion necessary for completion of the Projection, consistent with County operational availability and scheduling.

C. Labor and Supervision. The County shall provide the personnel, supervision, and operational direction for the County's work on the Project, subject to coordination with the City regarding access, scheduling, and traffic control needs.

5. CITY OBLIGATIONS.

A. Wages. The City shall reimburse the County for wages incurred for County employees assigned to and performing work on the Project, including the County's actual costs for base

MOU between Jefferson County
And City of Lewisville
For Roadwork

wages, overtime (if authorized), payroll taxes, and customary fringe benefits (collectively, "Labor Costs"), as documented by the County's payroll and timekeeping records.

B. Asphalt and Asphalt Oil Emulsion. The City shall pay for all asphalt materials required for the Project, including asphalt and asphalt oil emulsion for chip sealing (chip seal oil). The City may satisfy this obligation by either: (i) procuring and paying vendors directly, or (ii) authorizing the County in writing to procure specified asphalt materials, with reimbursement by the City upon invoice and reasonable documentation of the actual material cost.

C. Access and Coordination. The City shall provide reasonable access to the Project Streets, coordinate with abutting landowners or utilities as needed, and take any City actions reasonably necessary to facilitate timely completion of the Project.

D. Appropriation. The City's obligations under this Agreement are subject to lawful appropriation and budget authority of the City Council.

6. FINANCING; INVOICING; PAYMENT TERMS.

A. Financing and Budgeting. The Parties intend that the County's contribution of gravel and equipment will be an in-kind contribution to the joint undertaking, and that the City will fund the City Contributions as described in Section 5. This section is intended to satisfy the financing and budgeting element required by Idaho Code section 67-2328(c)(4).

B. Invoicing for Labor Costs. The County shall submit itemized invoices to the City for Labor Costs not more frequently than monthly, unless the Parties agree otherwise. Each invoice should identify the billing period, the names or positions of personnel, the hours worked on the Project, and the corresponding Labor Costs.

C. Payment. The City shall pay undisputed invoiced amounts within thirty (30) days of receipt. If the City disputes an invoice in whole or part, it shall notify the County in writing within fifteen (15) days of receipt and shall pay any undisputed portion within thirty (30) days. The Parties shall confer in good faith to resolve disputed items promptly.

7. PROPERTY; OWNERSHIP; DISPOSITION UPON TERMINATION.

A. Equipment. All County equipment used on the Project remains County property. The City acquires no ownership interest in County equipment by virtue of this Agreement.

B. Gravel and Asphalt Materials. Gravel supplied by the County and asphalt materials supplied by the City (unless provided by the County pursuant to Section 5.B. hereinabove) will be incorporated into the Project Streets and, once incorporated, will become part of the improved public ways under the City's jurisdiction. This section is intended to satisfy Idaho Code section 67-2328(d)(2) regarding the manner of acquiring, holding, and disposing of property used in the undertaking.

C. No Third-Party Beneficiaries. This Agreement is for the benefit of the Parties only and does not create rights in any third party.

8. RISK ALLOCATION; INSURANCE; TORT CLAIMS; NO INDEMNITY.

A. Responsibility for Own Acts. Each Party is responsible for the acts and omissions of its own officers, employees, and agents. Nothing in this Agreement is intended to waive or expand any statutory or constitutional immunities, defenses, or limitations of liability, including those under the Idaho Tort Claims Act, Idaho Code sections 6-901 et seq.

B. No Indemnity. Consistent with the limitations of the Idaho Constitution, including Article VIII, section 4, neither Party agrees to indemnify, defend, or hold harmless the other Party, and any term that could be construed as creating such an obligation is disclaimed and shall be deemed not included in this Agreement unless expressly authorized by applicable law and approved by the Parties' governing bodies.

C. Insurance. Each Party shall maintain insurance or self-insurance coverage for its operations, personnel, and equipment in the amounts and types customarily maintained by the Party for similar governmental activities. Upon reasonable written request, a Party shall provide the other Party with evidence of coverage.

9. TERMINATION; METHOD OF TERMINATION; DISPOSITION UPON TERMINATION.

A. Termination for Convenience. Either Party may terminate this Agreement upon thirty (30) days' written notice to the other Party.

B. Termination for Non-Appropriation. If either Party's governing body fails to appropriate or otherwise authorize sufficient funds to perform its obligations, that Party may terminate this Agreement immediately upon written notice, and neither Party shall have further liability except for payment of amounts already incurred and due for work performed prior to termination, subject to constitutional and statutory limits.

C. Effect of Termination. Upon termination, the County shall remove its equipment from the Project site(s) as soon as reasonably practicable, and the Parties shall reconcile outstanding invoices and documentation for Labor Costs and any authorized material reimbursements. This section is intended to satisfy the termination and property-disposition element required by Idaho Code section 67-2328(c)(5).

10. AMENDMENT.

This Agreement may be amended only by a written instrument executed by both Parties and approved by their respective governing bodies in the manner required by Idaho Code section 67-2328(b).

11. NOTICES.

All notices required or permitted under this Agreement shall be in writing and delivered by personal delivery, United States mail, or email (with confirmation of receipt) to the following addresses, or to such other address as a Party may designate by written notice:

City of Lewisville Contact Information:

MOU between Jefferson County
And City of Lewisville
For Roadwork

Lewisville Community Center
3451 E 480 N
PO Box 160
Lewisville, ID 83431
City Hall: (208) 754-8608

Jefferson County Contact Information (for notices):
Jefferson County Road & Bridge (or Board of County Commissioners)
210 Courthouse Way
Rigby, ID 83442
Phone: (208) 745-9224

12. GOVERNING LAW; VENUE; ENTIRE AGREEMENT; SEVERABILITY.

A. Governing Law and Venue. This Agreement is governed by Idaho law. Any judicial action to enforce or interpret this Agreement shall be brought in the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Jefferson.

B. Entire Agreement. This writing constitutes the entire agreement of the Parties on the subject matter and supersedes all prior discussions or writings to the extent inconsistent.

C. Severability. If any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect to the extent permitted by law.

D. Counterparts. This Agreement may be executed in counterparts and by electronic signature, each of which is deemed an original and all of which together constitute one instrument.

III. SIGNATURES

Executed as of the Effective Date written below.

CITY OF LEWISVILLE, IDAHO

Passed And Approved By the City Council of the City of Lewisville, Idaho, This 11th Day Of March, 2026.

By: _____
Name: Fred Tucker
Title: Mayor
Date:

Attest:

MOU between Jefferson County
And City of Lewisville
For Roadwork

City Clerk

JEFFERSON COUNTY, IDAHO

**Board of County Commissioners,
Jefferson County, Idaho:**

Scott Hancock, Chairman

Roger Clark, Commissioner

Shayne Young, Commissioner

Attest:

Colleen Poole, County Clerk

EXHIBIT A
PROJECT STREETS; MATERIAL SPECIFICATIONS;

1. Project Streets (attach list/description of streets or segments within City limits):

2. Material Specifications (optional):

3. Not-To-Exceed Amount (optional):

Labor Costs NTE: \$ _____ Asphalt/Emulsion NTE:
\$ _____