

WELCOME
To a Regular Meeting of the
Coeur d'Alene City Council
Held in the Library Community Room

VISION STATEMENT

**OUR VISION OF COEUR D'ALENE IS OF A BEAUTIFUL, SAFE CITY THAT
PROMOTES A HIGH QUALITY OF LIFE AND SOUND ECONOMY THROUGH
EXCELLENCE IN GOVERNMENT.**

The purpose of the Agenda is to assist the Council and interested citizens in the conduct of the public meeting. Careful review of the Agenda is encouraged. Testimony from the public will be solicited for any item or issue listed under the category of Public Hearings. Any individual who wishes to address the Council on any other subject should plan to speak when **Item F – Public Comments** is identified by the Mayor. The Mayor and Council will not normally allow audience participation at any other time.

6:00 P.M.

JUNE 15, 2010

A. CALL TO ORDER/ROLL CALL

B. INVOCATION:

C. PLEDGE OF ALLEGIANCE

D. AMENDMENTS TO THE AGENDA: Any items added less than forty eight (48) hours prior to the meeting are added by Council motion at this time.

E. PRESENTATIONS

1. PRESENTATION: “4th Street Sculpture Bike Racks” Ribbon Cutting

Presented by Steve Anthony, Arts Commission Liaison

F. PUBLIC COMMENTS: (Each speaker will be allowed a maximum of 5 minutes to address to City Council on matters that relate to City government business. Please be advised that the City Council can only take official action this evening for those items already listed on the agenda.)

G CONSENT CALENDAR

Being considered routine by the City Council, these items will be enacted by one motion unless requested by a Councilman or a citizen that one or more items be removed for later discussion.

1. Approval of minutes for June 1, 8, 2010.

CONSENT CALENDAR Cont'd

2. Setting General Services and Public Works Committees meetings for Monday, June 21, 2010 at 12:00 noon and 4:00 p.m. respectively.

3. RESOLUTION 10-019 consisting of the following items:

- a. Memorandum of Agreement – Federal Excess Property Use

As Recommended by the Public Works Committee, June 7, 2010

- b. Adoption of Utility Bill Leak Adjustment Policies

As Recommended by the Public Works Committee, June 7, 2010

- c. Amendment No. 2 for Recoating WWTP Secondary Clarifier #2

As Recommended by the Public Works Committee, June 7, 2010

- d. Bid and Contract Award – MDM Construction for Howard Street Improvement Project

Staff Report Submitted

4. Setting of Public Hearing for Amendments to Community Development Block Grant Plan Year 2009 and Plan Year 2010 for July 6, 2010.

Staff Report Submitted

5. Approval of Bills as Submitted

Submitted Under Separate Cover

6. Approval of cemetery Lot Repurchase from Alice Williams

As Recommended by the City Clerk

7. Approval of horse-drawn carriage rides in the Downtown area for each Sunday during the months of July and August.

As Recommended by the City Clerk

Motion by _____, seconded by _____ to approve the Consent Calendar as presented.

*Discussion

*If a Councilman does not do so, ask the City Clerk to list the Consent Resolution items

*ROLL CALL: Kennedy __; McEvers __; Bruning __; Edinger __; Hassell __; Goodlander __.

*Motion carried/failed.

H. ANNOUNCEMENTS

- 1. Council
- 2. Mayor
 - a. Appointments to Lake City Development Corporation and Arts Commission

Motion by _____, seconded by _____ to reappoint Rod Colwell to the Lake City Development Corporation and appoint Joseph Sharnetsky to the Arts Commission.

- *Discussion
- *All in favor/opposed
- *Motion carried/failed

- 3. Administrator's Report

I. PUBLIC WORKS COMMITTEE

Chairman Hassell

- 1. (P.W. Item 4) Safe Routes to School Grants
 - a. RESOLUTION 10-022 – Project No. A011(996)
 - b. RESOLUTION 10-023 - Project No. A012(021)

Motion by _____, seconded by _____ to adopt Resolutions 10-022 and 10-23.

- *Discussion
- *ROLL CALL: Goodlander __; McEvers __; Hassell __; Kennedy __; Bruning __; Edinger __.
- *Motion carried/failed.

- 2. (P.W. Item 5) RESOLUTION 10-020 - Agreement with the Coeur d’Alene Chamber of Commerce to Lease Downtown City Parking Lots on the 4th of July

Motion by _____, seconded by _____ to adopt Resolution 10-020.

- *Discussion
- *ROLL CALL: Hassell __; Bruning __; Goodlander __; Edinger __; McEvers __; Kennedy __.
- *Motion carried/failed

J. OTHER BUSINESS

- 1. COUNCIL BILL NO. 10-1010 – Housekeeping Amendments to Ordinance No. 3380.

Staff Report Submitted

Motion by _____, seconded by _____ to pass the first reading of Council Bill No. 10-1010.

- *Discussion
- *Ask the City Clerk to read the title
- *ROLL CALL: Edinger __; Hassell __; Goodlander __; Kennedy __; McEvers __; Bruning __.
- *Motion carried/failed

Motion by _____, seconded by _____ to suspend the rules and to adopt Council Bill No. 10-1010 by its having had one reading by title only.

- *Discussion
- *ROLL CALL: Edinger __; Hassell __; Goodlander __; Kennedy __; McEvers __; Bruning __.
- *Motion carried/failed

K. PUBLIC HEARINGS

1. (Legislative) L.I.D. 149 – Final Assessment Roll for 4th Street Improvement Project Local Improvement District

*****Read the Rules of order for an LID Public Hearing***
Staff Report by City Engineer, Gordon Dobler**

(Each written protest submitted to the City Clerk should have a motion as follows)

Motion by _____, seconded by _____ to approve/deny the written protest submitted by Robert Powell.

- *Discussion
- *All in favor/opposed
- *Motion carried/failed

Motion by _____, seconded by _____ to approve/deny the written protest submitted by Dusty Rhoads, American Legion Kootenai Post 14.

- *Discussion
- * All in favor/opposed
- *Motion carried/failed.

RESOLUTION 10-021 – Disposition of LID Protests

Motion by _____, seconded by _____ to adopt Resolution 10-021.

- *Discussion
- *ROLL CALL: Bruning __; Hassell __; McEvers __; Edinger __; Kennedy __; Goodlander __.
- *Motion carried/failed.

COUNCIL BILL NO. 10-1011 - Adoption of Final Assessment Roll

Motion by _____, seconded by _____ to pass the first reading of Council Bill No. 10-1011

- *Discussion
- *Ask the City Clerk to read the title
- *ROLL CALL: Hassell __; Goodlander __; Kennedy __; McEvers __; Bruning __; Edinger __.
- *Motion carried/failed

Motion by _____, seconded by _____ to suspend the rules and to adopt Council Bill No. 10-1011 by its having had one reading by title only.

- *Discussion
- *ROLL CALL: Hassell __; Goodlander __; Kennedy __; McEvers __; Bruning __; Edinger __.
- *Motion carried/failed

2. (Quasi-Judicial) ZC-1-10 – Zone Change Request at 909 W. Garden/927 W. River Avenue

*****Read the rules of order for a QUASI-JUDICIAL Public Hearing***
Staff Report by John Stamsos, Senior Planner**

Motion by _____, seconded by _____ to approve/deny the requested zone change for 909 W. Garden/927W. River Avenue, to adopt the Findings and Order of the Planning Commission including any recommended conditions.

- *Discussion
- *ROLL CALL: Bruning __; Edinger __; Goodlander __; Hassell __; Kennedy __; McEvers __.
- *Motion carried/failed.

L. EXECUTIVE SESSION

I.C. 67-2345

Motion by _____, seconded by _____ to enter into Executive Session as provided by I.C. 67-2345

*Discussion

*ROLL CALL: Kennedy __; McEvers __; Bruning __; Edinger __; Hassell __; Goodlander ____.

*Motion carried/failed

Subsection A: To consider hiring a public officer, employee, staff member or individual agent; Subsection B: To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent; Subsection C: To conduct deliberations concerning labor negotiations or to acquire an interest in real property not owned by a public agency; Subsection F: To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated; and, Subsection J: To engage in communications with a representative of the public agency's risk manager or insurance provider to discuss the adjustment of a pending claim or prevention of a claim imminently likely to be filed.

M. ADJOURNMENT

Motion by _____, seconded by _____ that, there being no further business before the Council, this meeting is adjourned.

*All in favor/opposed

* Motion carried

This Council meeting is aired live on CDATV Channel 19

NOTE: The City will make reasonable accommodations for anyone attending this meeting who require special assistance for hearing, physical or other impairments. Please contact the City Clerk at (208) 769-2231 at least 24 hours in advance of the meeting date and time.



Coeur d'Alene

CITY COUNCIL MEETING

June 15, 2010

MEMBERS OF THE CITY COUNCIL:

Sandi Bloem, Mayor

Councilmen Edinger, Goodlander, McEvers, Bruning, Hassell, Kennedy

CONSENT CALENDAR

**MINUTES OF A REGULAR MEETING OF THE CITY
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,
HELD AT THE LIBRARY COMMUNITY ROOM
JUNE 1, 2010**

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room June 1, 2010 at 6:00 p.m., there being present upon roll call the following members:

Ron Edinger, Mayor Pro Tem

Mike Kennedy)	Members of Council Present
Woody McEvers)	
A. J. Al Hassell, III)	
John Bruning)	
Deanna Goodlander)	
Loren Ron Edinger)	

CALL TO ORDER: The meeting was called to order by Mayor Pro Tem Edinger.

INVOCATION: The invocation was led by Pastor Carl Cook, Candlelight Christian Fellowship.

PLEDGE OF ALLEGIANCE: The pledge of allegiance was led by Councilman Goodlander.

PRESENTATION – LEGENDS YOUTH STAR SCHOLARSHIP: Recreation Director, Steve Anthony along with the owner of Legends Sports Photography, Jim Gallagher, presented Connor Williams with the annual Legends Youth Star scholarship.

PUBLIC COMMENTS:

INTRODUCTION: Troy Tymesen, City Finance Director, introduced the new Executive Director of the Chamber of Commerce, Todd Christiansen. Mr. Christiansen presented some of the summer activities planned/sponsored by the Chamber of Commerce.

SUMMER CONCERT SERIES IN CITY PARK: Chris Guggemos, Handshake Productions, announced that the City Park concert series begins this Sunday afternoon.

STOP SIGN REQUESTED: Jim Ackerman, 911 Lakeside, presented a petition requesting that a stop sign be placed at the intersection of 9th and Lakeside. Gordon Dobler, City Engineer, explained the steps that are required in order to place a stop sign at an intersection. Mayor Pro Tem Edinger directed Mr. Dobler to proceed with the review of that intersection and then bring his findings back to the General Services Committee.

Carol and Leo Barrett, 908 Lakeside, also requested that a stop sign be installed at that intersection.

IRONMAN TRIATHLON: Mac Cavasar, Ford Ironman Coeur d'Alene Race Director,

announced that Ironman will be held on June 27th. This week he will be placing signage reminding cyclists to do single file cycling. He noted that 2,050 athletes completed last week's Coeur d'Alene Marathon and expressed his appreciation for the help from city staff.

CONSENT CALENDAR: Motion by Kennedy, seconded by Bruning to approve the Consent Calendar as presented.

1. Approval of minutes for May 8, 2010.
2. Setting the General Services Committee and the Public Works Committee meetings for Monday, June 7th at 12:00 noon and 4:00 p.m. respectively.
3. RESOLUTION 10-018: A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING AMENDMENT TO POLICE RECORDS CATEGORIES IN THE CITY RECORDS RETENTION MANUAL; APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH BERNARDO-WILLS ARCHITECTS FOR EAST SHERMAN GATEWAY PROJECT; CDBG AD HOC COMMITTEE GRANT AWARDS FOR 2010 AND 2011 AND APPROVING A FUNDING AGREEMENT WITH HUD FOR CDBG ENTITLEMENT FUNDING OF PLAN YEAR 2010.
4. Authorizing staff to proceed with the sole source procurement for traffic signal equipment for the 15th and Harrison intersection.
5. Approval of expenditures for street repairs to Fernan Court
6. Approval of outdoor eating facility encroachment permit for Barrel Room No. 6
7. Approval of cemetery lot transfer from Elizabeth Nichols to Dusty Dionne
8. Approval of fireworks stands as submitted
9. Setting of public hearing for ZC-4-10 (139 & 141 E. Spruce) for July 6, 2010 and O-2-10 (shoreline regulation amendments) for July 6, 2010.

ROLL CALL: Goodlander, Aye; Kennedy, Aye; McEvers, Abstain; Bruning, Aye; Edinger, Aye; Hassell, Aye. Motion carried.

COUNCIL ANNOUNCEMENTS:

COUNCILMAN GOODLANDER: Councilman Goodlander read a letter from the Association of Idaho Cities announcing that the City will receive City Achievement awards for the Street Maintenance Brine Facility, Fallen Heroes Plaza, and Mudgie and Millie.

COUNCILMAN EDINGER: Councilman Edinger complimented Doug Eastwood and the Parks Department staff for the great work done on the city cemeteries in preparation for this past Memorial Day weekend.

APPOINTMENT – DESIGN REVIEW COMMISSION AND PARKING COMMISSION: Motion by Kennedy, seconded by McEvers to appoint Heather Bowlby and reappoint George Ives and Mike Patano to the Design Review Commission and to appoint Adam Graves to the Parking Commission. Motion carried.

ADMINISTRATOR'S REPORT: Deputy City Administrator Jon Ingalls announced that such tunes as "Long Way from Bonners Ferry," or "Fire of 1910," or how about, "Are They Going to Hang My Poppa?" and other songs will be performed Thursday, June 3rd, at 7:00 p.m. in the Community Room of the Coeur d'Alene Public Library. Gary Eller will perform as part of his program "Historically Based Songs of Idaho." Specialized Needs Recreation (SNR) is holding Camp All-Stars "Summer Break" Day Camp, June 14th through August 20th at 1323 Sherman Avenue. The day camp is provided for ages 4 to 21. The cost is \$12.00 per day. For more information, call Angie Goucher at 755-6781. Ped/Bike Committee Safety Tip of the week: Cyclists must remember to signal their intentions when turning or stopping. This is a courtesy to other bicyclists and motorists on the road and can help prevent accidents. Specialized Needs Recreation received a grant of \$500.00 from the Idaho Community Foundation to be used for their Camp All-Stars program for young people. This month is the 10-year anniversary of the city's Adopt-a-Street Program. The program is a partnership between the city and the citizen who adopts the street. The "adopting" individual, family, or group picks up the trash, while the city provides signage, vests, and orange litter-bags. The city also collects the bags the next working day after they have been filled. Special thanks go to all Adopt-a-Street volunteers. For more information about the Adopt-a-Street program, please call 769-2235. We have a vacancy on the Planning Commission. If you are interested in serving, please contact Shana Stuhmiller in the Planning Department at 769-2240. Mr. Ingalls commended Paul McGraw and other volunteers who participate in the C.O.P.S. (Citizens on Patrol) program. We are currently accepting applications for Temporary Seasonal Parks Grounds Maintenance Worker. For applications and job information, please visit our website at www.cdavid.org or call the Human Resources Department at 769-2205.

CLASS II BIKE LANES ON 15TH STREET: Councilman Hassell noted that this item was sent out of the Public Works Committee without recommendation. Monte McCully, Ped/Bike Committee Liaison, presented a request on behalf of the Ped/Bike Advisory Committee for the installation of Class II bike lanes on both sides of 15th Street from Mullan Avenue north to the I-90 overpass, and the removal of parking from the east side of 15th Street in that area. He explained that last year they met with homeowners and area cyclists at the Fire Station to get citizen input on adding bike lanes and removing parking on the east side of the road. The reaction was mixed. They asked for reasons why the citizens were against the bike lanes and got a whole host of issues. Most of the issues were with safety, speeding, etc. The committee addressed a lot of these issues and had another meeting a month ago, and then took this request to the Parks & Recreation Commission. Mr. McCully explained that bike lanes can calm traffic, improve safety, and provide bicycle connectivity and they are part of the Trailways Master Plan. He further noted that bike usage on 15th Street is probably higher than anywhere else in town except for the Centennial Trail. Between 2006 and 2009 there were ten collisions between bikes or pedestrians and cars on 15th Street between Best Avenue and Mullan. There were no accidents during the same time period north of Best where there are bike lanes. Councilman McEvers asked about parking in bike lanes. Doug Eastwood responded that there could be a parking permit process similar to that used in the Fort Grounds area. Councilman Edinger asked if curb cuts would be allowed. Mr. Dobler responded that if they meet the requirements they could have curb cuts. Councilman McEvers noted that we are putting a signal at 15th and Harrison and asked Mr. Dobler if he was comfortable with 11' lanes. Mr. Dobler responded that the majority of 15th Street is 34' so most the lanes would be 12' which he is comfortable with. Councilman Kennedy noted

that he received several calls supporting bike lanes and one call opposing bike lanes due to the congestion and they had suggested to him that instead of bike lanes put a center turn lane. Mr. Dobler noted that a center turn lane has not been planned for 15th Street; however, as traffic dictates, intersections will be reviewed.

PUBLIC COMMENTS: Ray Martel, Oak Court, spoke in support of bike lanes on 15th Street. Lana Hamilton 2315 N. 12th Street, as principal of Lakes Middle School, supports the addition of bike lanes on 15th Street. Laurie Hassell, 5785 W. Harcourt, spoke in support of bike lanes. Steve Moss, 1202 E. Ash, spoke in support of bike lanes on 15th Street. Gary Johnson, 2151 N. 9th Street, spoke in support of bike lanes on 15th Street. Michelle Holom, 1116 15th Street, opposed bike lanes on 15th Street and noted that she does not want to lose her parking on 15th Street. Tina Johnson, 2151 N. 9th, spoke in support of bike lanes on 15th Street. Don Holom, 1116 N. 15^h, spoke in opposition of bike lanes on 15th Street and believes that a thorough study should be done prior to painting bike lanes. Gene O'Meara, 1522 E. Pennsylvania Ave. spoke in support of bike lanes. Bev Moss, 1202 E. Ash, spoke in support of bike lanes. Almer Casile, 814 E. Front, spoke in support of bike lanes. Julie Delsaso, 743 Fairmont Loop, spoke in support of bike lanes. Larry Strobel, 1421 E. Spokane, believes 15th Street is extremely dangerous and something needs to be done to increase the safety of bicyclists. Councilman Bruning read a letter from School District 271 supporting bike lanes on 15th Street.

MOTION: Motion by Goodlander, seconded by Bruning to approve the Class II Bike lanes on 15th Street.

DISCUSSION: Councilman McEvers feels remorseful for residents losing their parking on 15th Street; however he believes that the street needs to be made safe for both motorists and cyclists. Councilman Kennedy believes that safety is his primary concern and supports establishing bike lanes. Councilman Goodlander understands that compromises need to be made, in particular on-street parking, and noted that 15th has been a priority for creating bike lanes for several years and supports creating bike lanes on 15th. Councilman Hassell supports bike lanes on 15th Street. Councilman Bruning noted the need for bicycle lanes on the southeast part of town and 15th Street is the only street that allows bicyclists to go under I-90. Councilman Edinger opposes removing parking on 15th Street and adding bicycle lanes. He does not believe that by adding bicycle lanes to 15th Street it will slow down traffic but he believes it will increase traffic hazards for vehicles trying to back out of their driveways.

ROLL CALL: Goodlander, Aye; Kennedy, Aye; McEvers, Aye; Bruning, Aye; Edinger No; Hassell, Aye. Motion carried.

RECESS: Mayor Pro Tem Edinger called for a 10-minute recess at 8:00 p.m. The meeting resumed at 8:10 p.m.

2010 TRAILS AND BIKEWAYS MASTER PLAN: Trails Coordinator, Monte McCully reported that during the 2008 update of the Coeur d'Alene Parks Master Plan area residents were surveyed on their vision for the future of Coeur d'Alene. Enhancing our trails and bikeways system was one of the top three requests. This plan inventories all trails and bikeways facilities as well as provides suggested recommendations for future trails and trail connectivity. The community is seeking safer ped/bike corridors that connect neighborhoods to schools, parks, and other points of interest. The City General Fund has historically allocated \$7,500 per year for trail maintenance/improvements. These funds have been placed in the Parks Capital Improvement Fund as a dedicated line item. The funds are also allowed to accrue if not used and we also use the fund as part of a trail grant match. Due to budget constraints this year that allocation is no longer made by the general fund. Other short and long term solutions can include establishing a line item

in the Parks Capital Improvement Fund with revenues generated within the parks and trails system. That line item should be the same as it was with the general fund allocation. Areas of trail improvements that might be associated with the Centennial Trail and/or the Prairie Trail can also get funding assistance through the North Idaho Centennial Trail Foundation and the Kootenai County Joint Powers Board. A long term solution might be that we re-examine our impact fee structure and include trails in that formula.

Motion by Kennedy, seconded by Bruning to adopt the 2010 Trails and Bikeways Master Plan.
Motion carried.

ORDINANCE NO. 3382
COUNCIL BILL NO. 10-1008

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, REPEALING CHAPTERS 1.29, 2.36, 2.52, 2.88, 8.06, 8.24, 8.46, 10.26 AND SECTIONS 5.18.015, 5.18.050, 5.18.055, 5.18.060, 5.18.080, 8.12.110, 8.36.090, AND 10.40.040; AMENDING SECTIONS 5.08.160, 5.18.005, 5.18.010, 5.18.020, 5.18.030, 5.18.040, 5.18.045, 5.18.070, 10.40.010, 10.40.030, 12.36.010, 12.36.015, 12.36.020, 12.36.100 AND 12.36.105 TO REMOVE REGULATIONS GOVERNING ACTIVITIES ON PUBLIC PARKS, OPEN SPACES AND OTHER PROPERTY; ADOPTING A NEW TITLE 4, ENTITLED PARKS AND PUBLIC PROPERTY, ESTABLISHING RULES AND REGULATIONS FOR PARKS, CEMETERIES, OPEN SPACES, PARKING LOTS AND OTHER PUBLIC PROPERTY, ADOPTING DEFINITIONS, AUTHORIZING THE ADOPTION OF FEES AND ADDITIONAL PARK SPECIFIC RULES BY RESOLUTION, RE-AUTHORIZING THE PARKS CAPITAL IMPROVEMENT FUND, ESTABLISHING THE PARKS, RECREATION AND CEMETERY COMMISSION AND THE JEWETT HOUSE ADVISORY COMMITTEE, WITH RULES AND DUTIES FOR EACH BODY, ESTABLISHING RULES FOR THE ADMINISTRATION OF THE CITY'S CEMETERIES INCLUDING, FEES, ALLOCATION OF FUNDS, RETENTION OF RECORDS, TRANSFER OF LOTS, RESERVING BURIAL LOTS FOR VETERANS, ESTABLISHING RULES OF CONDUCT, MAINTENANCE, LANDSCAPING, MONUMENTS AND INTERMENTS; ADOPTING RULES FOR USE AND PARKING IN DESIGNATED PUBLIC PARKING LOTS AND USE OF PUBLIC BOAT LAUNCHES AND DOCKS, INCLUDING RE-AUTHORIZING THE PARKING LOT CAPITAL IMPROVEMENT FUND, SIGN ERECTION AND RULES OF CONDUCT; ADOPTING RULES GOVERNING PUBLIC SWIMMING AREAS, WATERWAYS AND DOCKS INCLUDING, ESTABLISHING SWIMMING AREAS, RESTRICTIONS ON USE OF WATERWAYS IN THE CITY, ADOPTING DEFINITIONS, ADOPTING MOORING TIMES AND OTHER RESTRICTIONS AT CITY DOCKS; ADOPTING PARK AND PUBLIC PROPERTY REGULATIONS INCLUDING, PROHIBITING USE OF GLASS CONTAINERS, USE OF ALCOHOL, DAMAGING, OR DRIVING ON, PUBLIC PROPERTY, BURNING OR FIRES ON PUBLIC PROPERTY, PROHIBITING FIREWORKS, OVERNIGHT CAMPING, REGULATING ANIMALS, USE OF BICYCLES, SKATEBOARDS, AND TOYS, ESTABLISHING HOURS OF USE; PROHIBITING COMMERCIAL ACTIVITY IN CITY PARKS WITH EXCEPTIONS FOR CONCESSIONS AND OTHER ACTIVITIES APPROVED BY THE CITY; ESTABLISHING THAT VIOLATIONS OF THIS TITLE ARE MISDEMEANORS, PUNISHABLE BY A FINE OF NOT MORE THAN \$1,000.00 OR BY IMPRISONMENT NOT TO EXCEED 180 DAYS

OR BOTH, OR INFRACTIONS PUNISHABLE BY A FINE NOT TO EXCEED \$100, OR CIVIL INFRACTIONS SUBJECT TO A \$50 FINE OR OTHER AMOUNT ESTABLISHED BY RESOLUTION OF THE CITY COUNCIL; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

Motion by Kennedy, seconded by Bruning to pass the first reading of Council Bill No. 10-1008.

Deputy City Attorney Warren Wilson reviewed the amendments contained in this ordinance.

ROLL CALL: Kennedy, Aye; McEvers, Aye; Bruning, Aye; Edinger, No; Hassell, Aye; Goodlander, Aye. Motion carried.

Motion by Kennedy, seconded by Bruning to suspend the rules and to adopt Council Bill No. 10-1008 by its having had one reading by title only.

ROLL CALL: Kennedy, Aye; McEvers, Aye; Bruning, Aye; Edinger, No; Hassell, Aye; Goodlander, Aye. Motion carried.

ORDINANCE NO. 3383
COUNCIL BILL NO. 09-1028

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, REPEALING TITLE SIX AND ADOPTING A NEW TITLE SIX, ENTITLED ANIMALS, TO ESTABLISH ANIMAL CONTROL REGULATIONS INCLUDING; PROVIDING A PURPOSE CLAUSE AND DEFINITIONS, AUTHORIZING ADOPTION OF FEES BY RESOLUTION, ESTABLISHING DOG LICENSING REQUIREMENTS, REQUIREMENTS FOR THE CARE AND QUARTERING OF ANIMALS, PROHIBITING THE POSSESSION OF CERTAIN WILD OR EXOTIC ANIMALS AND THE FEEDING OF WILD ANIMALS, PROHIBITING CRUELTY TO ANIMALS, REQUIRING VACCINATION OF CERTAIN ANIMALS, ADOPTING REGULATIONS FOR DANGEROUS ANIMALS AND THE IMPOUNDMENT OF CERTAIN ANIMALS, ESTABLISHING LICENSING REQUIREMENTS FOR KENNELS AND PETSHOPS, ADOPTING ENFORCEMENT AND APPEAL PROVISIONS, INCLUDING CIVIL PENALTIES, AND ESTABLISHING THAT VIOLATIONS OF THE TITLE ARE EITHER MISDEMEANORS, PUNISHABLE BY A FINE OF NOT MORE THAN \$1,000.00 OR BY IMPRISONMENT NOT TO EXCEED 180 DAYS OR BOTH, OR INFRACTIONS PUNISHABLE BY A FINE NOT TO EXCEED \$100; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

Deputy City Attorney Warren Wilson explained the proposed amendments contained in this ordinance.

Motion by Kennedy, seconded by Goodlander to pass the first reading of Council Bill No. 09-1028.

ROLL CALL: McEvers, No; Bruning, Aye; Edinger, No; Hassell, Aye; Goodlander, Aye; Kennedy, Aye. Motion carried.

Motion by Kennedy, seconded by Goodlander to suspend the rules and to adopt Council Bill No. 09-1028 by its having had one reading by title only.

ROLL CALL: McEvers, Aye; Bruning, Aye; Edinger, No; Hassell, Aye; Goodlander, Aye; Kennedy, Aye. Motion carried.

ORDINANCE NO. 3384
COUNCIL BILL NO. 10-1009

AN ORDINANCE DE-ANNEXING FROM AND DECLARING THE SAME TO BE SEPARATE FROM THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF THE SW ¼ SE ¼ SECTION 4, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN; BY DECLARING SUCH PROPERTY TO BE NO LONGER A PART OF THE CITY OF COEUR D'ALENE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND PROVIDING A SEVERABILITY CLAUSE.

Motion by Goodlander, seconded by McEvers to pass the first reading of Council Bill No. 10-1009.

ROLL CALL: Bruning, Aye; Edinger, Aye; Hassell, No; Goodlander, Aye; Kennedy, Aye; McEvers, Aye. Motion carried.

Motion by Goodlander, seconded by McEvers to suspend the rules and to adopt Council Bill No. 10-1009 by its having had one reading by title only.

ROLL CALL: Bruning, Aye; Edinger, Aye; Hassell, No; Goodlander, Aye; Kennedy, Aye; McEvers, Aye. Motion carried.

EXECUTIVE SESSION: Motion by Hassell, seconded by McEvers to enter into Executive Session as provided by I.C. 67-2345, §F: To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.

ROLL CALL: Goodlander, Aye; Kennedy, Aye; McEvers, Aye; Bruning, Aye; Edinger, Aye; Hassell, Aye. Motion carried.

The session began at 8:40 p.m. Members present were the Mayor Pro Tem, City Council, Deputy City Administrator, City Attorney and City Treasurer.

Matters discussed were those of litigation. No action was taken and the Council returned to their regular session at 9:30 p.m.

ADJOURNMENT: Motion by Bruning, seconded by Goodlander to recess this meeting to June 8th at 12:00 noon in the Library Community Room. Motion carried.

The meeting recessed at 9:30 p.m.

Ron Edinger, Mayor Pro Tem

ATTEST:

Susan Weathers, CMC
City Clerk

**MINUTES OF A CONTINUED MEETING OF THE CITY
COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO,
HELD WITH THE LAKE CITY DEVELOPMENT CORPORATION
IN THE CITY'S LIBRARY COMMUNITY ROOM,
June 8, 2010**

The Mayor and Council of the City of Coeur d'Alene met in a continued session of said Council in the City's Library Community Room on June 8, 2010 at 12:00 p.m., there being present upon roll call the following members:

Ron Edinger, Mayor Pro Tem

CITY COUNCIL MEMBERS PRESENT: A. J. "Al" Hassell, III, Loren Edinger, Woody McEvers, Deanna Goodlander, John Bruning

CITY COUNCIL MEMBERS ABSENT: Michael Kennedy

LAKE CITY DEVELOPMENT CORPORATION BOARD MEMBERS PRESENT: Scott Hoskins, Brad Jordan, Charles Nipp, Dave Patzer, Denny Davis, Jim Elder, Rod Colwell, Tony Berns (LCDC Executive Director)

STAFF PRESENT:

Wendy Gabriel, City Administrator
Jon Ingalls, Deputy City Administrator
Amy Ferguson, Deputy City Clerk
Mike Gridley, City Attorney
John Stamos, Senior Planner
Gordon Dobler, Engineering Services Director
Doug Eastwood, Parks Director

GUESTS: Tom Haslinger, Cd'A Press

CALL TO ORDER: Mayor Pro Tem Edinger called the meeting to order.

STRATEGIC GOALS OF LCDC: Tony Berns, Executive Director of the Lake City Development Corporation (LCDC), discussed the strategic goals of the LCDC.

EDUCATION CORRIDOR - Mr. Berns said that one of the LCDC goals is to facilitate the creation of the Education Corridor in partnership with other entities, which also includes the Four-Corners area. They have initiated a partnership endeavor seeking a consultant team to help them do some conceptual and on-the-ground planning for the

corridor. The team has been selected and negotiations are taking place for a contract. Scott Hoskins is LCDC representative on the steering committee. They hope to have a contract for city council approval within the next few weeks. Mr. Davis commented that it is a design exercise that should result in a design that will allow them to start building some infrastructure. Mr. Berns said that the plan is to have the design effort completed by fall and hopefully start construction on capital improvements in that area in 2011.

SORENSEN MAGNET SCHOOL – Mr. Berns said that one of LCDC’s goals is to help foster the success of the Sorensen school by providing capital funding for appropriate building improvements. LCDC has agreed to up to a \$450,000 grant for ADA improvements. The school has spent about \$273,000 so far and are looking at phase 2 for the project. LCDC has not been approached for any further funding at this time. Councilman Edinger commented that he had the opportunity a couple of weeks ago to go through Sorensen and the improvements there are really something.

WINTON ELEMENTARY SCHOOL – Mr. Berns said that the LCDC would also like to help support the long term viability of Winton Elementary School. In 2008 they modified the Lake District to include Sorensen and Winton. To date they have not had any conversations on any potential partnership there, but it is a possibility should the school district and Winton want to move forward on that.

WORKFORCE HOUSING – The LCDC will play a key support role by pursuing workforce opportunities in both the Lake and River Districts. One key issue is the partnership with IHFA in midtown. That project is still viable but the IHFA is being very prudent before moving forward due to the economy.

The LCDC is looking for workforce housing opportunities in the downtown area and also student housing. They also have an opportunity in the River District for possibly a senior living project. The board will be approached on that project in the near term.

Councilman McEvers asked if workforce housing is based upon your income. Mr. Berns said that it is defined as how much of a percentage of the average median income you make. Eighty to 120% percent of the average median income is called “workforce housing.” He further said that the model for student housing has not been defined yet. Mr. Davis commented that providing housing opportunities is an element that supports the creation of a good workforce.

PUBLIC SPACE – Mr. Berns said that the LCDC is trying to create new and enhance existing public space. The primary objective at this time is to assist the City Council in implementing a McEuen Park plan. There is a steering committee that has been formed and an RFQ issued to bring a consultant team on board to help with the design initiative. Submittals have been received and the steering committee is meeting this week. The goal is to get a plan in place and get city council approval in 2010 so that the LCDC can be a partner in putting some of the improvements in place in 2011. Mr. Elder and Mr. Patzer are on the steering committee which includes 19 members.

Councilman Edinger asked Mr. Eastwood about his meeting last week with the steering committee. Mr. Eastwood said that they began soliciting for an RFQ last month and they were due a week ago Thursday. Last week they met with the steering committee and gave each of the members copies of all of the RFQ's that have come in. They were asked to go home this week and review the packets to see how they match up with the RFQ and come back with their top three choices. The committee will then determine if they need to invite the consultants back for an interview or if there is a firm that might stand out over the rest. Mr. Eastwood said they would like to get a recommendation back to the full city council by the first meeting in July.

PUBLIC SPACE – Mr. Berns said that they have identified the Education Corridor as a location for potential public space opportunities. LCDC will partner with stakeholders to foster connectivity in those public spaces and continue its efforts to secure long term public access to lake and river waterfronts and create new parks.

Mr. Berns said that they are looking to partner with the city to define Winton Park's long term community role. They are also focusing on Sherman Park downtown. It is still privately held by a family in Washington but would be an area of opportunity if there is ever an acquisition of the property.

The LCDC also has a few other public space continuing commitments such as the Library, the Kroc Center, and Prairie Trail. They are hoping to make some movement along the Prairie Trail front these next coming years.

JOB CREATION AND RETENTION – Mr. Berns said that the LCDC continues their partnership efforts in both districts but it is a challenge. Councilman McEvers asked what the LCDC sees as its role in job creation and retention. Mr. Davis responded that the LCDC is there to be a partner in developing work places. A great example would be the US Bank Call Center. In addition, the LCDC has just recently made a small entry as a member of Jobs Plus. Their primary goal is to make sure they facilitate work places. It is more of an incremental approach but it all adds up and creates an environment that makes employers want to stay downtown.

Mr. Berns reminded the council of the uniqueness of our area in that in Coeur d'Alene we do have redevelopment districts. We don't have the luxury of having greenfield space where we can go out and bring in a small factory or something like that.

PUBLIC PARKING – Mr. Berns said that the LCDC, in partnership with the city and the Downtown Association, will help to rationalize and plan for a downtown mixed use parking facility and will be looking at the Education Corridor, Four Corners, midtown, and the Kootenai County campus areas to see how they can leverage their assets to assist in providing public parking. They will be looking at how they can use parking as an economic stimulus for the area and what they can do to handle recreational parking. It is a big endeavor and they are going to take a big crack at it this summer with the McEuen Field planning, in which parking will be studied. Mr. Davis said that the Independence Point parking lot is not in their district but as the LCDC looks at the ability to possibly

place some parking in the railroad right of way, Education Corridor, or through a partnership with the county, the city might be able to look at Independence Point parking to see whether it is still necessary.

Councilman Goodlander said that citizens comment that there is plenty of parking and asked Mr. Elder to discuss the actual numbers for parking. Mr. Elder said that there are approximately 3,800 parking spaces in the entire downtown area. His concern is that 55% of the parking that is available to the public downtown is controlled by private interests. Consequently, that parking could go away at any given time. It is a concerning element when you look at the economic vitality of the downtown. Parking is probably one of the top three critical elements for any business considering moving into the area. One of the difficulties is that parking is not something that you create in a day or two. It is a three to four year visionary process and the city and LCDC needs to be ahead of that. Councilman Hassell noted that if things turn around economically you could quickly see some of those blocks of land that are now being used for parking dug up for buildings. The city would not want to have to scramble for parking because of a lack of planning.

Mr. Nipp said that we have some unique opportunities in the downtown area and also some challenges. When you have such a large recreation area such as McEuen Field, people need to have access to it. We also have a college just to the west of downtown that requires parking. When you begin to think about the whole mix of the downtown area, each of those things are really important ingredients to the success of our region. Without parking, none of those really succeed.

MIDTOWN VITALIZATION – Mr. Berns said that the LCDC will partner with the city, midtown property owners, businesses, and stakeholders on the vitalization of the midtown area. He noted that things are starting to blossom in midtown and they are very optimistic that with the IHFA project going in as well as other amenities and businesses that will come, the midtown will continue to flourish. Mr. Berns said that Terry Cooper of the Downtown Association shared with the board that the Downtown Association has formed a midtown committee to help educate the midtown about what a Business Improvement District (BID) is all about and hopefully encourage them to have their own association one day.

DOWNTOWN VITALIZATION – Mr. Berns said that the LCDC will seek to partner with the city in efforts regarding building code review and renovation of downtown buildings. They want to make it known that they would be interested in pursuing opportunities along this path. It is a challenging issues but they are willing to step forward if the opportunity arises.

Councilman Goodlander said that our present building codes and fire codes are fairly stringent for remodeling. There are some provisions for the renovation of historic buildings but there are a number of restrictions that go along with that. She knows some property owners downtown who wanted to remodel but felt it wasn't a viable option for them because they couldn't afford the renovations and the return on the investment would not be there. The LCDC recognizes the value to the community of those beautiful old

buildings and the character that it brings downtown. It is a fairly new addition to the LCDC strategic plan and one that she very much approves of. She thinks the opportunity to work with the city to make some remodeling of the buildings viable would be well worth the time and energy.

Councilman Edinger asked if there has been any kind of movement on the old Elks building. Mr. Berns said that over the years there have been quite a few points of interest but nothing has come to fruition.

COMMUNICATION – Councilman McEvers said that he appreciates the prudence of the board and asked if there was a vision in regard to the web site and communication with the public. Mr. Patzer said that it is an evolving thing. They want to put as much as they can out there but then run into the reality of band width, cost, and storage requirements versus how many people it is going to appeal to. They have put counters on the web and are willing to try different things. The library has the meetings available in a media that people can take with them but in an ideal world they would like to be able to stream their meetings and provide instantaneous information for those who would like it. They are scanning documents and providing current information as it happens but are still trying to analyze the costs of what they are doing and the payback.

Councilman Edinger asked about public information requests. Mr. Berns said that the LCDC receives quite a few.

COMMENTS – Councilman Bruning said that he is anxious to get going on the McEuen Park project because it ties in with so many different things that the LCDC is doing.

Mr. Patzer asked what the council is hearing about what the LCDC is doing. Councilman McEvers said that he hears a lot but people are picking up pieces of information and not getting the whole story. He does a lot of “filling in.” Mr. Patzer asked the council to encourage people to contact any member of the board with questions and thanked the council for entrusting them with the responsibility. They are all volunteers and do this because of their passion for the community.

Councilman Edinger said that the only time he has seen over the years that there is any big controversy about the LCDC is at election time.

Councilman McEvers commended the board for the work that they do and encouraged them to try new things. Councilman Hassell commented that this last year with the slowdown in the economy it has been a good time to catch up and refocus on what the LCDC is doing and what they would like to do in the future because the LCDC has a limited lifetime and only such much time to do things.

Councilman Goodlander commented that the LCDC Board has an excellent working relationship with the city and both have a shared vision of wanting the city to grow and be better in the future. She feels privileged to serve on both the LCDC and the city council. The LCDC vision is really a vision of the future.

Councilman Edinger thanked the board members and Mr. Berns for their service. He commented that both the council and the LCDC are criticized a lot for different issues, but we are all here to serve the community and do the best we can for the community.

ADJOURNMENT: Motion by McEvers, seconded by Hassell that, there being no further business, this meeting is adjourned. Motion carried.

The meeting adjourned at 12:53 p.m.

Sandi Bloem, Mayor

ATTEST:

Amy C. Ferguson, Deputy City Clerk

RESOLUTION NO. 10-019

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING THE BELOW MENTIONED CONTRACTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING APPROVING A MEMORANDUM OF AGREEMENT WITH IDAHO DEPARTMENT OF LANDS FOR FEDERAL EXCESS PROPERTY USE; ADOPTING POLICIES: LEAK CREDIT INTERNAL PROCEDURES / UTILITY BILL ADJUSTMENT – LEAK CREDIT; APPROVING AMENDMENT NO. 2 TO THE AGREEMENT WITH HDR ENGINEERING, INC. FOR RECOATING WWTP SECONDARY CLARIFIER #2 AND BID AWARD AND CONTRACT WITH MDM CONSTRUCTION FOR THE HOWARD STREET IMPROVEMENT PROJECT.

WHEREAS, it has been recommended that the City of Coeur d'Alene enter into the contract(s), agreement(s) or other actions listed below pursuant to the terms and conditions set forth in the contract(s), agreement(s) and other action(s) documents attached hereto as Exhibits "1 through 4" and by reference made a part hereof as summarized as follows:

- 1) Approving a Memorandum of Agreement with Idaho Department of Lands for Federal Excess Property Use;
- 2) Adopting Policies: Leak Credit Internal Procedures / Utility Bill Adjustment – Leak Credit;
- 3) Approving Amendment No. 2 to the Agreement with HDR Engineering, Inc. for Recoating WWTP Secondary Clarifier #2;
- 4) Bid Award and Contract with MDM Construction for the Howard Street Improvement Project;

AND;

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to enter into such agreements or other actions; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into agreements or other actions for the subject matter, as set forth in substantially the form attached hereto as Exhibits "1 through 4" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreements or other actions so long as the substantive provisions of the agreements or other actions remain intact.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and they are hereby authorized to execute such agreements or other actions on behalf of the City.

DATED this 15th day of June, 2010.

Sandi Bloem, Mayor

ATTEST

Susan K. Weathers, City Clerk

Motion by _____, Seconded by _____, to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER BRUNING Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

Staff Report

Date: May 19, 2010

From: Kenny Gabriel, Fire Chief

Re: Federal Excess Property Use

DECISION POINT: Should mayor and Council allow the Fire Department to enter into A Memorandum of Agreement with the Idaho Department of Lands (IDL) for possible use of Federal Excess Property?

HISTORY: The Fire Department is always looking for means to acquire necessary apparatus and equipment in a manner that does not negatively affect the Cities general fund. One way to accomplish this is through the federal excess property program. This program, administered in the State by IDL, distributes items such as firefighting equipment, wildland fire engines, fire boats, and a wide variety of items that are beneficial to our Mission. Most items are at no cost. The City has signed a Memorandum with IDL in 2000. They are good for five (5) years which is why they have sent this to us to be renewed. This Memorandum of Agreement allows us to be in the system when and if equipment we need becomes available.

FINANCIAL ANALYSIS: Quite often these items are free. We have saved tens of thousands of dollars through our partnership with IDL.

PERFORMANCE ANALYSIS: The City has many issues that challenge the Fire Department. Issues in our surrounding forest as well as issues on the lake are challenges which we have historically relied on other agencies to provide. Now, we have a small fleet of wildland engines, significantly more affordable then larger structural engines that allow us to be more responsive to those issues. All thanks to a strong relationship with IDL and being part of the Federal Excess Property program.

DECISION POINT/RECOMMENDATION: Allow the Fire Department to renew the Memorandum of Agreement with IDL for Federal Excess Property.

Memorandum of Agreement
between
Idaho Department of Lands
and
Coeur d'Alene Fire Department

for Federal Excess Personal Property Use

WITNESSETH:

WHEREAS, the State of Idaho Department of Lands, hereinafter referred to as the STATE, is responsible, under State Law, for protecting the forest lands within established forest protective districts; and

WHEREAS, the Cooperative Forestry Act of 1978 and Section 38-104, Idaho Code, authorize and encourage cooperation with local firefighting forces; and

WHEREAS, Coeur d'Alene Fire Department, hereinafter referred to as the DISTRICT, is actively engaged in the prevention and suppression of all fires in its district boundaries; and

WHEREAS, the DISTRICT can more adequately carry out this function if additional equipment is available; and

WHEREAS, the STATE, from time to time, has a limited number of excess units that can be available to other agencies involved in fire control work; and

WHEREAS, it has been determined to be advantageous to the STATE, in the proper discharge of its responsibilities, to make certain equipment available to the DISTRICT;

NOW THEREFORE, the parties to this Memorandum of Agreement do hereby agree as follows:

The STATE agrees:

1. To make available on a loan basis the equipment described on the attached Property Addendum, according to the terms set forth in the Property Addendum and in this Agreement.
2. That the title to all accessories, tools, equipment, sirens, etc., which are added to the equipment will remain with the DISTRICT and the DISTRICT may remove same, prior to returning the equipment to the STATE.

The DISTRICT agrees:

1. To provide for adequate storage and maintenance of this equipment and make same available for periodic inspections by a representative of the STATE.
2. To register and license each piece of equipment and maintain current liability and property damage insurance for each piece of equipment listed on the Property Addendum.

3. That the equipment may not be sold, junked, or traded; but must be returned to the STATE for final disposition.
4. To hold harmless and indemnify the state of Idaho, its agencies, officers, agents, and employees against all claims, demands, and cause of action for death, bodily injury, or loss of or damage to property insofar as any claim, or demand or cause of action results from the performance of this Agreement.

IT IS MUTUALLY AGREED:

1. Title to the equipment shall remain with the USDA Forest Service or the STATE.
2. The control of the use of the equipment shall be with the DISTRICT, except during times of declared emergencies the STATE may request use of the equipment for mutual aid purposes.
3. The equipment will be marked in a manner that will indicate the cooperation between the DISTRICT and the STATE.

This Agreement shall remain in effect for five (5) years from the date of the final signature unless cancelled by either party upon serving notice to the other. Such notice of cancellation must be in writing and must be issued at least thirty (30) days prior to actual cancellation of the Agreement.

IN WITNESS WHEREOF the parties to this Memorandum of Agreement have affixed their signature.

By: _____
Division Administrator, Forestry and Fire,
Idaho Department of Lands

Date: _____

By: _____
Chairman, District Board of Commissioners

Date: _____

By: _____
District/Department/Association Fire Chief

Date: _____

By: _____
Sandi Bloem, Mayor / City of Coeur d'Alene

Date: _____

ATTEST: _____
Susan K. Weathers, City Clerk

Property Addendum
Memorandum of Agreement Between IDL and Fire District/Department/Association
for FEPP Use

Acquisition Date:	_____
Make:	_____
Model:	_____
Year:	_____
Serial Number:	_____
Inventory Number:	_____

Acquisition Date:	_____
Make:	_____
Model:	_____
Year:	_____
Serial Number:	_____
Inventory Number:	_____

Acquisition Date:	_____
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Acquisition Date:	_____
Make:	_____
Model:	_____
Year:	_____
Serial Number:	_____
Inventory Number:	_____

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: June 7, 2010
FROM: Terry Pickel, Assistant Water Superintendent
SUBJECT: Request to adopt Leak Adjustment Policies

DECISION POINT:

Water Department Staff requests Council adoption of new internal and external Leak Adjustment Policies to formalize and better define some of our procedures. This will replace the current procedure that has been utilized since May of 2000.

HISTORY:

The Water and Wastewater Departments have previously granted leak adjustments for customers that have been notified of a possible service leak beyond the meter, whether underground or in the structure. Once the customer has located and repaired the leak, they would typically request a leak adjustment based on past normal usage. An informal procedure was drafted by the Finance Department in May of 2000 defining a percentage of applicable credit which has been and is currently in use. No official policy was ever proposed or adopted by City Council.

FINANCIAL ANALYSIS:

Granting leak adjustments creates a very minor reduction in overall water revenue generation. As it does cost the Water Department the same to pump water whether it is consumed or lost through a leak, the cost must then be absorbed by the remaining rate payers. For a customer who has an undiscovered leak, this policy can provide relief for unexpectedly high water usage and the resultant increase in the utility bill amount. Current practice grants a 50% adjustment for excess usage for water and 50% to 100% for sewer, dependent on the type of leak. Current practice also allows credit for fixture leaks as well as service line leaks. Staff is proposing that the City eliminate the adjustment for fixture leaks as they are clearly visible to the customer and can (and should) be quickly repaired by the owner. The policy will continue to allow for an adjustment for underground leaks where the first notice the average customer would receive of the leak would be an unusually high water usage.

PERFORMANCE ANALYSIS:

Water Department staff felt that the current practices were being implemented more than was the original intention and a revised leak adjustment policy consistent with neighboring purveyors should be drafted. Staff polled fourteen surrounding cities and water systems in northern Idaho and eastern Washington to see what their current practices are. Nine entities responded with four of them granting some form of restrictive leak adjustment and five granting no leak adjustment whatsoever. Working with Finance and Sewer, internal and external policies have been drafted, reviewed and revised as needed. The final drafts were reviewed and approved by the Legal Department and are proposed for adoption. The external policy is for staff to present to the customer to explain adjustment application, restrictions and related information. The internal policy documents to staff how the adjustments should be evaluated and applied.

QUALITY OF LIFE ANALYSIS:

The practice of granting leak adjustments is considered by staff to be a great benefit to city water customers in comparison with the amount of revenue lost, especially in these difficult economic times. The proposed policies continue to support helping out our customers who have a leak that they would not readily be aware of (such as an underground leak). Staff feels that the customer has a responsibility to deal with visible leaks such as running toilets and dripping faucets and thus the policy does not speak to them. The granting of an adjustment demonstrates that the City is willing to work with them to ease the burden for leaks that they could not reasonably find on their own.

DECISION POINT/RECOMMENDATION:

Staff requests that City Council moves to adopt the new external and internal Leak Adjustment Policies to replace informal procedures specified in a memorandum generated May of 2000.



CITY OF COEUR D'ALENE

WATER DEPARTMENT

3820 RAMSEY ROAD
COEUR D'ALENE, IDAHO 83815
208/769-2210– FAX 208/769-2336

Policy #:	Title:	Effective Date:
23.001	UTILITY BILL ADJUSTMENT – LEAK CREDIT	07/01/10

PURPOSE

The purpose of this policy is to provide a practical procedure detailing how and when credit to a customer’s utility bill may be granted for excessive use stemming from previously undiscovered leaks in service lines which were not apparent to the customer and were repaired in a timely manner after the City has notified the customer.

REFERENCE

This policy statement replaces a previous procedure referenced in a memorandum regarding Water and Sewer Credits Due to Leaks dated May 17, 2000 from the Finance Department to the Water and Wastewater Departments.

POLICY

UTILITY BILL ADJUSTMENT – LEAK CREDIT – RULE XXIII

I. APPLICABILITY

- A. The following policy will apply to all rate paying customers within the City of Coeur d’Alene service area. Other customers residing within the city limits but served by other water systems are **not** eligible for water service leak credit by the City under this policy. However, if a customer served by another water system is on the City public sewer and can prove that leak credit has been granted by their respective water system, the customer may be eligible to apply for a sewer credit.

II. POLICY STATEMENT

- A. City of Coeur d’Alene water customers who have been notified of excessive usage due to a possible service leak, have located and adequately repaired the leak, and can provide adequate documentation of completed repairs, may make a request for a possible leak credit on their utility bill. Eligibility for the leak credit must meet the following criteria:

* The City of Coeur d'Alene will **not** grant leak credit adjustments for leaking plumbing fixtures such as dripping sink and tub faucets, leaking toilets, any visible interior plumbing problems, dripping exterior hose bibbs, leaking yard hydrants, or leaking/damaged sprinkler heads any of which are or should be clearly visible to the customer. Credit also will not be granted where a customer knowingly allows water to run to waste to prevent pipes from freezing.

* If excess usage is caused by an undiscovered leak in the customer's domestic service piping or underground sprinkler piping where no water has surfaced and is clearly not visible to the customer, and the leak has been repaired in a timely manner after notification, the City may make an adjustment for no more than two billing periods.

1) Repairs must be consistent with current practices to ensure that the repair is adequate and permanent. Documentation of adequate repairs will be required in order to consider a leak credit.

a) Proof of repairs will be in the form of a receipt and/or invoice from a plumber or contractor or receipts from a plumbing supply store.

2) If a leak reoccurs and it is determined by the City that it is in the same location or that the original repair was not adequate, any future credit application will be denied.

* If the excess usage is caused by a leak in the meter box prior to the customer's connection on the house side of the meter box or by a broken freeze plate on the meter, with accompanying documentation, the Water Department may credit the customer's bill for water usage in excess of the customer's normal consumption.

1) In cases where there is an improper or unauthorized irrigation connection within the meter box that is leaking or malicious damage to the meter box or its contents, or whereas the meter box lid has been damaged or intentionally left open exposing the meter to freeze damage, credit will not be granted.

* City of Coeur d'Alene water customers may receive only one leak credit per account in a twelve month period.

RESPONSIBLE DEPARTMENT

The City of Coeur d'Alene Water Department shall be charged with the implementation and follow through of this adopted policy.

DATE ISSUED/SUNSET DATE

Issue Date: July 01, 2010

Review Date: December 31, 2020



CITY OF COEUR D'ALENE

WATER DEPARTMENT

3820 RAMSEY ROAD
COEUR D'ALENE, IDAHO 83815
208/769-2210 – FAX 208/769-2336

Policy #:	Title:	Effective Date:
24.001	LEAK CREDIT INTERNAL PROCEDURES	07/01/10

PURPOSE

The purpose of this policy is to provide a practical procedure detailing how and when credit to a customer's utility bill may be granted for excessive use stemming from previously undiscovered leaks in service lines which were not apparent to the customer and were repaired in a timely manner after the City has notified the customer.

REFERENCE

This policy statement replaces a previous procedure referenced in a memorandum regarding Water and Sewer Credits Due to Leaks dated May 17, 2000 from the Finance Department to the Water and Wastewater Departments. Also references Utility Bill Adjustments – Leak Credit – Rule XXIII.

POLICY

LEAK CREDIT INTERNAL PROCEDURES – RULE XXIV

I. APPLICABILITY

- A. The following policy will apply to all rate paying customers within the City of Coeur d'Alene service area. Other customers residing within the city limits but served by other water systems are **not** eligible for water service leak credit by the City under this policy. However, if the customer served by another water system is on the City public sewer and can prove that leak credit has been granted by their respective water system, the customer may be eligible to apply for a sewer credit.

II. POLICY STATEMENT

A. In accordance with the external policy, Utility Bill Adjustments – Leak Credit – Rule XXIII, City of Coeur d’Alene water and sewer customers who have been notified of excessive usage due to a possible water service leak, and provide adequate documentation of repairs, may make an application for a leak credit adjustment on their utility bill. The Water Department will be the primary contact for credit recommendation and will be responsible to determine if proper repairs have been made and the amount of credit due to the customer under this policy.

1) Adequate documentation of repairs will be in the form of a receipt and/or invoice from a plumber or contractor or receipts from a plumbing supply store.

B. Credit may only be granted to a specific water service once within a 12 month period.

III. PROCEDURE

A. When a current meter reading indicates unusually excessive water use by a customer, the City will notify the customer of a possible leak by means of a phone message, a letter or a door tag. **No credit will be promised or guaranteed at this time.**

1) Upon notification, a city representative may be dispatched via a service work order to investigate the source of the leak. The representative may contact and coordinate with the customer if necessary in order to determine if the leak is within the structure or between the meter and the structure. The representative will advise the customer if we need to inspect the repair before it is re-buried.

2) Once the type of leak has been determined, the work order will be completed with all pertinent information and entered into Springbrook. Water office personnel will review the information and determine whether the leak credit is applicable.

3) In order to be eligible for a leak credit, the customer will be required to permanently repair the leak in a timely fashion. They will also be required to notify the Water Department of the applicable repairs and/or provide adequate documentation of the repairs. If advised in advance by the city representative, the customer will be required to call for inspection before any repairs are buried.

B. If a customer is determined to be eligible for a credit for excess usage due to an unknown leak, the Water Department will contact the Finance and Wastewater Departments to confirm water and sewer credit applicability.

1) If credit is due, the Water Department will establish the customer’s normal usage by one of the following methods:

- a. The usage for the corresponding billing period in prior years where clear patterns exist, or;
 - b. Either the billing period prior to discovery of the leak or the billing period after the leak repair.
- 2) An adjusted bill for a repaired leak will only reflect a credit for 50% of the excess water usage at the applicable water rate and 100% of sewer at the applicable sewer rate.

Example:

Metered use during reported leak	200,000 gallons
Less normal use per chosen method	<u>-10,000 gallons</u>
Estimated leak total	190,000 gallons

Water Credit Adjustment:	$190,000 \times 50\% = 95,000$ gallons
Customer Responsibility:	$95,000 + 10,000$ gallons = 105,000 gallons
Sewer Credit Adjustment:	190,000 gallons

- 3) Sewer credit will only be granted for accounts where sewer rates are directly determined by water consumption. If confirmed that the leak does not flow to the city sewer, i.e. service line or irrigation leaks, 100% credit may be granted.

RESPONSIBLE DEPARTMENT

The City of Coeur d'Alene Water Department shall be charged with the implementation and follow through of this adopted policy.

DATE ISSUED/SUNSET DATE

Issue Date: July 01, 2010

Sunset Date: December 31, 2010

**PUBLIC WORKS COMMITTEE
STAFF REPORT**

DATE: June 7, 2010
FROM: David E. Shults, Capital Program Manager *D.E.S.*
SUBJECT: HDR Engineering Amendment #2 for Recoating WWTP Secondary Clarifier #2

DECISION POINTS:

Council approval is requested for the proposed amendment #2 to the agreement with HDR Engineering for services associated with refurbishment of the coating systems of the wastewater plant secondary clarifiers and digesters. The proposed amendment will increase the cost ceiling by \$43,919 for the engineering services related to recoating secondary clarifier #2.

HISTORY:

The City requested HDR engineering services beginning in December 2007 for refurbishment of the coatings of two secondary clarifiers and digester #4. Specifications were developed, and construction engineering services were provided for two emergency refurbishment projects for the dome of digester #2, and for recoating of digester #4 and secondary clarifier #1. Secondary clarifier #2 has yet to be recoated as part of the overall recoating project, and deterioration of the metals is continuing. City staff requested the proposed amendment (attached) for the necessary engineering services for continuation of the program for recoating the clarifiers and digesters. Plans and specifications, and construction engineering services for working with a coating contractor, are necessary for the planned project for recoating secondary clarifier #2. Staff has reviewed the attached amendment to be appropriate and reasonable, and necessary to assure long term use of the clarifier.

FINANCIAL ANALYSIS:

Estimate for Recoating of Secondary Clarifier #2

Advertisements	500
Engineering (Amendment #2)	\$43,919
Contractor (planning level estimate)	300,000
Contingency 5%	<u>17,221</u>
Total	\$361,640

Funding The current FY 2009-10 city budget includes \$685,000 for refurbishment of clarifiers and digesters. Sufficient budget remains in the current year for Amendment #2 engineering. Sufficient reserves exist in the Wastewater Fund for the coating contractor costs of this multi-year project.

DISCUSSION:

Coating refurbishment of secondary clarifier #2 is planned as part of the program for assuring long-term use of critical treatment plant process structures. The original coating on the metal mechanisms installed in 1985 has deteriorated, and is allowing corrosion. Engineering services are needed soon to develop bid specifications to allow a contractor to be hired and ready to begin the work in November 2010. Any lengthy maintenance for the clarifier is scheduled only during the cold weather months, when the plant's only other clarifier is expected to handle the lower flows. The refurbishment will include cold weather

tenting and heating and ventilation, sand-blasted surface preparation, metal repair as needed, application of two-part industrial coating systems, and special inspection.

DECISION POINT/RECOMMENDATION:

Council approval is requested for the proposed amendment #2 to the agreement with HDR Engineering for services associated with refurbishment of the coating systems of the wastewater plant secondary clarifiers and digesters. The proposed amendment will increase the cost ceiling by \$43,919 for the engineering services related to recoating secondary clarifier #2.

Attachments

des1398

AMENDMENT NO. 2

TO

PROFESSIONAL SERVICES AGREEMENT

between

CITY OF COEUR D'ALENE

and

HDR ENGINEERING, INC.

for

SECONDARY CLARIFIER NO. 2 COATINGS

The agreement, made and entered into the 4th day of December, 2007, between the CITY, City of Coeur d'Alene and the ENGINEER, HDR ENGINEERING, INC. is hereby amended on the 15th day of June, 2010 as set forth herein.

WITNESSETH:

WHEREAS, the City and the Engineer have entered into a contract for professional services for recommendations regarding Secondary Clarifier No. 2 Coatings, herein referred to as the "Project";

WHEREAS, the agreement contains provisions in Section 10, for the City to authorize extra services in connection with this project; and

WHEREAS, the City has agreed to have the Engineer provide the extra services as described in Attachment 1 Scope of Services;

NOW THEREFORE, in consideration of the terms, conditions and covenants of performance contained or incorporated herein, the City and the Engineer agree that the agreement entered into the 4th day of December, 2007, shall be amended as follows:

Section 1. Scope of Services

The scope of services is amended to revise the project budget to prepare a design of a new coating system for Secondary Clarifier No. 2. The following work tasks are to be performed in accordance with the scope of work in Attachment 1:

- Task 1200. Project Management
- Task 1300. Prepare Secondary Clarifier No. 2 Contract Documents
- Task 1400. Bid Period, Office, and Construction Observation Support Services

Section 2. Compensation

For services described in this Amendment, payment shall be made on the same basis as in the original Agreement. Labor Costs shall be amended to an amount equal to the Direct Labor Cost times a factor of 2.75. Direct Labor Costs used as a basis for payment shall be updated to current salary and wages paid to all Engineer's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, drafting personnel, specification writers, estimators, and other technical and business personnel; but does not include indirect payroll-related costs or fringe benefits.

The City shall pay Engineer's direct expenses incurred in providing services, including the cost of sub consultants, on the same basis as in the original Agreement.

The additional Fixed Fee for services in Amendment No. 2 shall be \$4,052 and the amended Total Fixed Fee shall be \$25,067.

The City's total consideration, including fixed fee and expenses, for services in Amendment No. 1 shall be \$43,919 and the total Agreement shall be amended not to exceed \$293,220.

Section 3. Schedule

Schedule for completion shall be amended according to the schedule presented in Attachment 1.

CITY OF COEUR D'ALENE

HDR ENGINEERING, INC.

Mayor

Vice President

ATTEST:

ATTEST:

Susan K. Weathers, City Clerk

Vice President

ATTACHMENT 1

CITY OF COEUR D'ALENE WASTEWATER DEPARTMENT
ENGINEERING SERVICES
FOR
SECONDARY CLARIFIER NO. 2 COATINGS

AMENDMENT NO. 2

EXHIBIT A
SCOPE OF SERVICES AND SCHEDULE

INTRODUCTION

The City of Coeur d'Alene Wastewater Department successfully completed a digester cover replacement project for Digester 2 in March of 2008 and a coatings project for Digester No. 4 and Secondary Clarifier No. 1 in May of 2010, both with the engineering services of HDR Engineering, Inc. (HDR). These projects were initially grouped into a single larger project. However the City chose to execute this work gradually in a series of smaller projects. The City Wastewater Department intends to initiate and complete the coatings project for Secondary Clarifier No. 2.

The scope of improvements for Secondary Clarifier No. 2 will be similar to that of Secondary Clarifier No. 1, including a new coating system of the mechanism, effluent launder and ancillary components. Hand railing will not be designed to be removed and replaced for this project.

Task 1200 – Project Management

Objectives

Plan and execute the Secondary Clarifier No. 2 Coatings project in accordance with the schedule, budget, and quality expectations established.

Approach

- Conduct periodic conference calls with City's project manager to review project status and action items.
- Monitor project progress including work completed, work remaining, budget expended, schedule, estimated cost of work remaining, and estimated cost at completion.
- Manage activities within task budgets.
- Provide quality control review of all work activities and project deliverables.
- Prepare and submit monthly narrative report and invoice.

Assumptions

- City responsibilities include:
 - Participate in conference calls and meetings.
 - Review narrative reports and approve invoices.
 - Review and approve modifications to approach, schedule, and deliverables.

Deliverables

- Monthly progress reports and invoices.

Task 1300 – Prepare Secondary Clarifier No. 2 Coatings Contract Documents

Objective

Prepare a Project Manual (construction contract bid documents) for installation of a new coating system for Secondary Clarifier No. 2 mechanism, effluent launder and ancillary components. Provide an itemized Opinion of Probable Construction Cost (OPCC) that is based upon the completed specifications.

Approach

- The Project Manual contract documents will specify the following work:
 - Clarifier protective-coating system and miscellaneous coating systems surface preparation, technical materials, and application specification requirements in standard CSI format.
 - Field inspection specifications of final installation including non-destructive holiday testing procedures.
 - Potential unanticipated cost items.
 - Cleaning and surface preparation of mechanism, effluent launder and ancillary components.
 - Coating system to be applied to mechanism, effluent launder and ancillary components.
 - Sealing existing concrete interior wall vertical construction joints.
 - Sealing metal to metal surfaces on mechanism and effluent launder.
 - Weir plates will not be specified to be caulked in place.
 - Specify longer bolts and lock washers, if determined to be necessary.
 - Holiday testing of clarifier interior steel and concrete surfaces.
 - Requirements for independent, third party NACE inspection of surface preparation and final coating systems.

Assumptions

- City will assemble and provide background information from City's files including system record drawings, previous construction shop drawing documents on coating systems used, and other pertinent construction reports or field reports from previous construction work.

- City will review and comment on draft Project Manual within seven calendar days of receipt of delivery.
- A Comment Tracking Sheet will be used to document City draft Project Manual comments and responses to reconcile comments.
- City will coordinate construction and procurement of services for implementation of improvements using contract documents provided.
- City will complete all necessary procurement packages using information included in the technical specifications, solicit price quotations, perform procurement, and administer construction of improvements.

Deliverables

- Draft and Final Project Manual as described above (4 hard copies for City for Draft and 14 copies for Final submittal, plus Consultant copies).
- Engineer's OPCC (via email).

Task 1400 – Bid Period, Office and Construction Observation Support Services

Objective

Consultant will provide services during bidding and construction to answer contractor requests for information, review submittals, respond to change order requests, and provide construction observation services during construction of the Secondary Clarifier No. 2 Coatings project.

Approach

- Prepare bid advertisement for publication, review bids, and prepare Engineer's Recommendation of Award.
- Attend one half-day pre-bid meeting to include Consultant Project Manager.
- Attend one half-day pre-construction meeting to include Consultant Project Manager and one Consultant staff member.
- Attend up to four bi-weekly construction progress meetings at the construction site to include Consultant Project Manager (via conference call) and one Consultant staff member.
- Review products and services generally specified by performing the following activities:
 - Review and respond to shop drawing submittals, test results, Contractor's request(s) for information, change orders, and/or other data the Contractor submits.
 - Conduct visits to the project site (up to four hours total per week by one Consultant staff member) to observe the progress and quality of work.
 - Advise City on work progress and quality.
 - Make recommendations on acceptability of the work.

- Review progress payment requests, submit payment recommendations, and prepare change orders.
- Review Contractor's progress to evaluate whether substantial completion has been reached to begin process of project close-out.
- Conduct a final inspection of the project jointly with City representatives.
- Submit a written report to the City recommending final settlement of the contract.
- Consultant will provide the City with certification documentation including Declaration of Construction Completion in accordance with DEQ requirements.

Assumptions

- City will assume the following responsibilities:
 - Administer bidding process, including publishing bid advertisements, issuing bid documents to plan holders, distributing addenda, and facilitating the opening of bids.
 - Attend the pre-bid and pre-construction conferences.
 - Provide access to project site for pre-bid and pre-construction conferences.
 - Provide conference room facilities for pre-bid and pre-construction conferences.
 - Attend final inspection and acceptance of the project.
 - Process progress and final payments to Contractor.
- Assumes one construction period of 7 weeks.
- Costs for reproduction of the Project Manual above the number of copies listed in Task 1300 will be recovered from bidders during the bid period.
- The project specifications will require the Contractor submittals to be routed to the Consultant.
- Responses to Contractor submittals will be delivered from the Consultant to the Contractor and copied to the City.
- Record drawings will not be required for this project. A letter to Idaho DEQ which declares that the project was constructed with no material deviations to the Project Manual will be required.
- The Pre-painting Activities Conference will occur concurrently with the first bi-weekly construction meeting.

Deliverables

- Submittal review comment letters responding to contractor submittals.
- Responses to requests for information.
- Responses to contract change proposals.
- Contract change orders (Up to 3 change orders).
- Review of monthly pay requests and letters of recommendation for payment to City.
- Final recommendation for payment.
- Final deficiency list check-off.

SCHEDULE

Based on an assumed Notice to Proceed of June 16, 2010, the project schedule is as follows:

Task	Description	Completion Date
1300	Prepare draft Project Manual	July 1, 2010
	QC review and revision of draft Project Manual	July 8, 2010
	Draft OPCC (including QC review and revision)	July 8, 2010
	City review of draft Project Manual and OPCC	July 15, 2010
	Final Project Manual and OPCC for Public Works Committee meeting	July 20, 2010
1400	City Council approval of advertisement	August 3, 2010
	Final bid documents available for Plan Centers	August 6, 2010
	Services during bidding and construction	August 10, 2010 through December 31, 2010

This schedule has been developed around minimizing the impact to plant operations, As a result, however, work in the fall or winter months could require the coating contractor's work to be performed with environmental controls associated with cold weather conditions.

COMPENSATION

The City's total consideration for this amendment, including fixed fee and expenses, shall not exceed \$43,919 and the total Agreement shall be amended not to exceed \$293,220 without an amendment which significantly changes the services to be provided. The additional Fixed Fee for services in Amendment No. 2 shall be \$4,052 and the amended Total Fixed Fee shall be \$25,067.

Consultant shall invoice City monthly for Consultant's services. Invoices shall itemize costs incurred for each task identified in the scope of work. A short progress report will be provided with each invoice.

AMENDMENT No. 2

EXHIBIT B

CITY OF COEUR D'ALENE WASTEWATER DEPARTMENT
 ENGINEERING SERVICES
 FOR
 SECONDARY CLARIFIER NO. 2 COATINGS

	HDR DIRECT LABOR	INDIRECT LABOR	EXPENSE \$	SUB- CONSULTANTS	FIXED FEE	TOTAL
SECONDARY CLARIFIER NO. 2 COATINGS	\$13,394.72	\$23,440.76	\$3,032.10	\$ -	\$4,051.90	\$43,919.48
TOTAL	\$13,395	\$23,441	\$3,032	\$0	\$4,052	\$43,919

AMENDMENT NO. 2

TO

PROFESSIONAL SERVICES AGREEMENT

between

CITY OF COEUR D'ALENE

and

HDR ENGINEERING, INC.

for

SECONDARY CLARIFIER NO. 2 COATINGS

The agreement, made and entered into the 4th day of December, 2007, between the CITY, City of Coeur d'Alene and the ENGINEER, HDR ENGINEERING, INC. is hereby amended on the 15th day of June, 2010 as set forth herein.

WITNESSETH:

WHEREAS, the City and the Engineer have entered into a contract for professional services for recommendations regarding Secondary Clarifier No. 2 Coatings, herein referred to as the "Project";

WHEREAS, the agreement contains provisions in Section 10, for the City to authorize extra services in connection with this project; and

WHEREAS, the City has agreed to have the Engineer provide the extra services as described in Attachment 1 Scope of Services;

NOW THEREFORE, in consideration of the terms, conditions and covenants of performance contained or incorporated herein, the City and the Engineer agree that the agreement entered into the 4th day of December, 2007, shall be amended as follows:

Section 1. Scope of Services

The scope of services is amended to revise the project budget to prepare a design of a new coating system for Secondary Clarifier No. 2. The following work tasks are to be performed in accordance with the scope of work in Attachment 1:

- Task 1200. Project Management
- Task 1300. Prepare Secondary Clarifier No. 2 Contract Documents
- Task 1400. Bid Period, Office, and Construction Observation Support Services

Section 2. Compensation

For services described in this Amendment, payment shall be made on the same basis as in the original Agreement. Labor Costs shall be amended to an amount equal to the Direct Labor Cost times a factor of 2.75. Direct Labor Costs used as a basis for payment shall be updated to current salary and wages paid to all Engineer’s personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, drafting personnel, specification writers, estimators, and other technical and business personnel; but does not include indirect payroll-related costs or fringe benefits.

The City shall pay Engineer’s direct expenses incurred in providing services, including the cost of sub consultants, on the same basis as in the original Agreement.

The additional Fixed Fee for services in Amendment No. 2 shall be \$4,052 and the amended Total Fixed Fee shall be \$25,067.

The City’s total consideration, including fixed fee and expenses, for services in Amendment No. 1 shall be \$43,919 and the total Agreement shall be amended not to exceed \$293,220.

Section 3. Schedule

Schedule for completion shall be amended according to the schedule presented in Attachment 1.

CITY OF COEUR D’ALENE

HDR ENGINEERING, INC.

Mayor

Vice President

ATTEST:

ATTEST:

Susan K. Weathers, City Clerk

Vice President

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 15th day of June, 2010, before me, a Notary Public, personally appeared **Sandi Bloem** and **Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

Notary Public for Idaho
Residing at _____
My Commission expires: _____

STATE OF IDAHO)
) ss.
County of Kootenai)

On this _____ day of June, 2010, before me, a Notary Public, personally appeared _____, known to me to be the _____, of **HDR Engineering, Inc.**, and the persons who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

Notary Public for Idaho
Residing at
My Commission Expires:

ATTACHMENT 1

**CITY OF COEUR D'ALENE WASTEWATER DEPARTMENT
ENGINEERING SERVICES
FOR
SECONDARY CLARIFIER NO. 2 COATINGS**

AMENDMENT NO. 2

**EXHIBIT A
SCOPE OF SERVICES AND SCHEDULE**

INTRODUCTION

The City of Coeur d'Alene Wastewater Department successfully completed a digester cover replacement project for Digester 2 in March of 2008 and a coatings project for Digester No. 4 and Secondary Clarifier No. 1 in May of 2010, both with the engineering services of HDR Engineering, Inc. (HDR). These projects were initially grouped into a single larger project. However the City chose to execute this work gradually in a series of smaller projects. The City Wastewater Department intends to initiate and complete the coatings project for Secondary Clarifier No. 2.

The scope of improvements for Secondary Clarifier No. 2 will be similar to that of Secondary Clarifier No. 1, including a new coating system of the mechanism, effluent launder and ancillary components. Hand railing will not be designed to be removed and replaced for this project.

Task 1200 – Project Management

Objectives

Plan and execute the Secondary Clarifier No. 2 Coatings project in accordance with the schedule, budget, and quality expectations established.

Approach

- Conduct periodic conference calls with City's project manager to review project status and action items.
- Monitor project progress including work completed, work remaining, budget expended, schedule, estimated cost of work remaining, and estimated cost at completion.
- Manage activities within task budgets.
- Provide quality control review of all work activities and project deliverables.
- Prepare and submit monthly narrative report and invoice.

Assumptions

- City responsibilities include:

- Participate in conference calls and meetings.
- Review narrative reports and approve invoices.
- Review and approve modifications to approach, schedule, and deliverables.

Deliverables

- Monthly progress reports and invoices.

Task 1300 – Prepare Secondary Clarifier No. 2 Coatings Contract Documents

Objective

Prepare a Project Manual (construction contract bid documents) for installation of a new coating system for Secondary Clarifier No. 2 mechanism, effluent launder and ancillary components. Provide an itemized Opinion of Probable Construction Cost (OPCC) that is based upon the completed specifications.

Approach

- The Project Manual contract documents will specify the following work:
 - Clarifier protective-coating system and miscellaneous coating systems surface preparation, technical materials, and application specification requirements in standard CSI format.
 - Field inspection specifications of final installation including non-destructive holiday testing procedures.
 - Potential unanticipated cost items.
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 - Sealing existing concrete interior wall vertical construction joints.
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 - Specify longer bolts and lock washers, if determined to be necessary.
 - Holiday testing of clarifier interior steel and concrete surfaces.
 - Requirements for independent, third party NACE inspection of surface preparation and final coating systems.

Assumptions

- City will assemble and provide background information from City's files including system record drawings, previous construction shop drawing documents on coating systems used, and other pertinent construction reports or field reports from previous construction work.
- City will review and comment on draft Project Manual within seven calendar days of receipt of delivery.

- A Comment Tracking Sheet will be used to document City draft Project Manual comments and responses to reconcile comments.
- City will coordinate construction and procurement of services for implementation of improvements using contract documents provided.
- City will complete all necessary procurement packages using information included in the technical specifications, solicit price quotations, perform procurement, and administer construction of improvements.

Deliverables

- Draft and Final Project Manual as described above (4 hard copies for City for Draft and 14 copies for Final submittal, plus Consultant copies).
- Engineer's OPCC (via email).

Task 1400 – Bid Period, Office and Construction Observation Support Services

Objective

Consultant will provide services during bidding and construction to answer contractor requests for information, review submittals, respond to change order requests, and provide construction observation services during construction of the Secondary Clarifier No. 2 Coatings project.

Approach

- Prepare bid advertisement for publication, review bids, and prepare Engineer's Recommendation of Award.
- Attend one half-day pre-bid meeting to include Consultant Project Manager.
- Attend one half-day pre-construction meeting to include Consultant Project Manager and one Consultant staff member.
- Attend up to four bi-weekly construction progress meetings at the construction site to include Consultant Project Manager (via conference call) and one Consultant staff member.
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 - Advise City on work progress and quality.
 - Make recommendations on acceptability of the work.
 - Review progress payment requests, submit payment recommendations, and prepare change orders.

- Review Contractor's progress to evaluate whether substantial completion has been reached to begin process of project close-out.
- Conduct a final inspection of the project jointly with City representatives.
- Submit a written report to the City recommending final settlement of the contract.
- Consultant will provide the City with certification documentation including Declaration of Construction Completion in accordance with DEQ requirements.

Assumptions

- City will assume the following responsibilities:
 - Administer bidding process, including publishing bid advertisements, issuing bid documents to plan holders, distributing addenda, and facilitating the opening of bids.
 - Attend the pre-bid and pre-construction conferences.
 - Provide access to project site for pre-bid and pre-construction conferences.
 - Provide conference room facilities for pre-bid and pre-construction conferences.
 - Attend final inspection and acceptance of the project.
 - Process progress and final payments to Contractor.
- Assumes one construction period of 7 weeks.
- Costs for reproduction of the Project Manual above the number of copies listed in Task 1300 will be recovered from bidders during the bid period.
- The project specifications will require the Contractor submittals to be routed to the Consultant.
- Responses to Contractor submittals will be delivered from the Consultant to the Contractor and copied to the City.
- Record drawings will not be required for this project. A letter to Idaho DEQ which declares that the project was constructed with no material deviations to the Project Manual will be required.
- The Pre-painting Activities Conference will occur concurrently with the first bi-weekly construction meeting.

Deliverables

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SCHEDULE

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	Final Project Manual and OPCC for Public Works Committee meeting	July 20, 2010
1400	City Council approval of advertisement	August 3, 2010
	Final bid documents available for Plan Centers	August 6, 2010
	Services during bidding and construction	August 10, 2010 through December 31, 2010

This schedule has been developed around minimizing the impact to plant operations, As a result, however, work in the fall or winter months could require the coating contractor's work to be performed with environmental controls associated with cold weather conditions.

COMPENSATION

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Consultant shall invoice City monthly for Consultant's services. Invoices shall itemize costs incurred for each task identified in the scope of work. A short progress report will be provided with each invoice.

AMENDMENT No. 2

EXHIBIT B

CITY OF COEUR D'ALENE WASTEWATER DEPARTMENT
ENGINEERING SERVICES
FOR
SECONDARY CLARIFIER NO. 2 COATINGS

	HDR DIRECT LABOR	INDIRECT LABOR	EXPENSE S	SUB- CONSULTANTS	FIXED FEE	TOTAL
SECONDARY CLARIFIER NO. 2 COATINGS	\$13,394.72	\$23,440.76	\$3,032.10	\$ -	\$4,051.90	\$43,919.48
TOTAL	\$13,395	\$23,441	\$3,032	\$0	\$4,052	\$43,919

CITY COUNCIL STAFF REPORT

DATE: June 15, 2010
FROM: Christopher H. Bates, Engineering Project Manager 
SUBJECT: Acceptance of Bid and Contract Award for the Howard Street Project

DECISION POINT

Staff is requesting that the City Council accept the responsive bid and award the contract for the Howard Street Project that was submitted by MDM Construction, Inc.

HISTORY

The City of Coeur d'Alene received four responsive bids:

1.	MDM Construction, Inc.	\$ 609,961.25
2.	SAFCO, Inc.	\$ 624,277.90
3.	Burnside Contracting, Inc.	\$ 638,255.09
4.	ACI Northwest, Inc.	\$ 666,937.20
	Engineer's Estimate	\$677,828.15

FINANCIAL ANALYSIS

The Howard Street Project is a budgeted project. The City's contribution will come from impact fees, water, wastewater and stormwater utilities. The responsive low bidder is within the engineer's estimate, therefore, we are within budget.

PERFORMANCE ANALYSIS

This project is a continuation of the Neider Avenue/Howard Street project that was completed in the Fall 2009. The project will complete a long needed link that provides secondary access to the area west of Fruitland Lane with new connections to Ramsey Road and Kathleen Avenue. Marie Avenue between Howard and Julia Streets will also be a component of the project. Elements of the project are new sanitary sewer, water and stormwater utilities, concrete curb and of the driveway approaches to all of the residences. Sidewalk installation is not a major component of the project due to lack of sufficient right-of-way width to install it, however, some minor segments of sidewalk will be installed toward the intersection at Howard & Appleway Avenue. There is a ninety (90) day construction time frame on the project.

RECOMMENDATION

Staff recommends a motion to approve MDM Construction, Inc. as the low bidder, and requests the authorization for the Mayor to execute the contract for the Howard Street Project.

**BID PROPOSAL
CITY OF COEUR D'ALENE
HOWARD STREET PROJECT**

Proposal of MDM Construction, Inc. hereafter called BIDDER, to the City of COEUR D' ALENE, IDAHO, hereinafter called OWNER.

The undersigned hereby certify that they have personally examined the location and construction details of work as outlined in the Plans and Specifications for the 2010 HOWARD STREET PROJECT for the City of Coeur d'Alene, Kootenai County, Idaho, and have read and understand the Specifications and Contract Documents governing the work embraced in these improvements and the method by which payment will be made for said work, and hereby propose to undertake and complete the work embraced in these improvements in accordance with said Specifications and Contract Documents and at the following schedule of rates and prices.

Bidder hereby agrees to commence work under this Contract on or before the date to be specified in the written "Notice to Proceed" of the Owner and to fully complete the project according to the scheduling requirements of the Special Provisions of these Contract documents. Bidder further agrees to pay liquidated damages in the sum of \$1500.00 for each consecutive day thereafter as hereinafter provided in the General Conditions.

BASIC BID PRICE*

\$609,961.25

*Bid price to include all permit fees, sales, consumer use and other similar taxes required by law in the place where the work is performed.

The Owner shall make the Bid award, if it is awarded, to the lowest responsive and responsible bidder.

The undersigned further agrees to Contract with the Owner upon the terms and conditions and pursuant to the agreement forms provided herewith, and that this proposal constitutes an offer which shall be binding on the undersigned for 30 days from the date of opening of bids.

The Owner reserves the right to reject any or all Bids or to accept the Bid deemed to be in the best interest of the Owner. The Owner further reserves the right to waive informalities and minor irregularities.

The Bid offer is accompanied by a Bidder Security (Certified Check, Cashier's Check, Cash, or Bid Bond) in an amount of the sum of five percent (5%) of the total Bid amount as a guarantee that the Bidder, if successful, will enter into a Contract according to the terms and provisions herewith and the agreement form provided, and execute the necessary contractual documents or forms as stipulated in these Specifications and then if awarded the Contract agrees to obtain the materials, arrange the work, and prosecute the same to acceptable completion of the project within the allotted time.

Bidder agrees to all the foregoing, including all Bid schedules and information contained in the Bid Proposal. Bidder further agrees to complete the work requires under the Bid Documents and to accept in full payment therefore the Bid price based on the total Bid price(s) named in aforementioned Bid Schedule(s).

CONTRACT

THIS CONTRACT, made and entered into this ___ day of June, 2010, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Idaho, hereinafter referred to as the "**CITY**", and **MDM CONSTRUCTION, INC.**, a corporation duly organized and existing under and by virtue of the laws of the state of Idaho, with its principal place of business at PO Box 2006, Hayden, ID 83835, hereinafter referred to as "**CONTRACTOR**,"

WITNESSETH:

THAT, WHEREAS, the said **CONTRACTOR** has been awarded the contract for the HOWARD STREET PROJECT according to plans and specifications on file in the office of the City Clerk of said **CITY**, which plans and specifications are incorporated herein by reference.

IT IS AGREED that for and in consideration of the covenants and agreements to be made and performed by the CITY OF COEUR D'ALENE, as hereinafter set forth, the **CONTRACTOR** shall complete the improvements as set forth in the said plans and specifications described above, in said **CITY**, furnishing all labor and materials therefore according to said plans and specifications and under the penalties expressed in the performance bond bearing the date herewith, and which bond with said plans and specifications are hereby declared and accepted as parts of this contract. All material shall be of the high standard required by the said plans and specifications and approved by the City Engineer, and all labor performed shall be of first-class workmanship.

The **CONTRACTOR** shall furnish and install barriers and warning lights to prevent accidents. The **CONTRACTOR** shall indemnify, defend and hold the **CITY** harmless from all claims arising from the **CONTRACTORS** actions or omissions in performance of this contract, and to that end shall maintain liability insurance naming the **CITY** as one of the insured's in the amount of One Million Dollars (\$1,000,000) for property damage or bodily or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants, it being the intention that the minimum limits shall be those provided for under Idaho Code 6-924. A certificate of insurance providing at least thirty (30) days written notice to the **CITY** prior to cancellation of the policy shall be filed in the office of the City Clerk.

The **CONTRACTOR** agrees to maintain Workman's Compensation coverage on all employees, including employees of subcontractors, during the term of this contract as required by Idaho Code Sections 72-101 through 72-806. Should the **CONTRACTOR** fail to maintain such insurance during the entire term hereof, the **CONTRACTOR** shall indemnify the **CITY** against any loss resulting to the **CITY** from such failure, either by way of compensation or additional premium liability. The **CONTRACTOR** shall furnish to the **CITY**, prior to commencement of the work, such evidence as the **CITY** may require guaranteeing contributions which will come due under the Employment Security Law including, at the option of the **CITY**, a surety bond in an amount sufficient to make such payments.

The **CONTRACTOR** shall furnish the **CITY** certificates of the insurance coverage's required herein, which certificates must be approved by the City Attorney.

The **CONTRACTOR** agrees to receive and accept as full compensation for furnishing all materials, and doing all the work contemplated and embraced in the contract, an amount equal to the sum of the total for the items of work. The total for each item of work shall be calculated by determining the actual quantity of each item of work and multiplying that actual quantity by the unit price bid by the

CONTRACTOR for that item of work. The total amount of the contract shall not exceed Six Hundred Nine Thousand Nine Hundred Sixty One and 25/100 Dollars (\$609,961.25).

The number of calendar days allowed for the completion of the contract work shall be ninety (90) calendar days. The contract time shall commence no later than ten (10) days after the date that the Notice to Proceed is issued by the **CITY**.

Monthly progress payments must be submitted by the 10th of the month for work done in the previous calendar month. Partial payment shall be made by the end of each calendar month on a duly certified estimate of the work completed in the previous calendar month less five percent (5%). Final payment shall be made thirty (30) days after completion of all work and acceptance by the City Council, provided that the **CONTRACTOR** has obtained from the Idaho State Tax Commission and submitted to the **CITY** a release of liability for taxes (Form 10-248-79). Payment shall be made by the City Finance Director.

The **CITY** and the **CONTRACTOR** recognize that time is of the essence and failure of the **CONTRACTOR** to complete the work within the time allowed shall result in damages being sustained by the **CITY**. Such damages are and will continue to be impractical and extremely difficult to determine. Therefore, **in the event the CONTRACTOR shall fail to complete the work within the following time limits, the CONTRACTOR shall pay to the CITY or have withheld from monies due, liquidated damages at the rate of One Thousand Five Hundred Dollars (\$1500) per calendar day**, which sums shall not be construed as a penalty.

The **CONTRACTOR** furthers agrees: In consideration of securing the business of construction the works to be constructed under this contract, recognizing the business in which he is engaged is of a transitory character and that in the pursuit thereof, his property used therein may be without the state of Idaho when taxes, excises or license fees to which he is liable become payable, agrees:

1. To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term.
2. That if the said taxes, excises and license fees are not payable at the end of said term but liability for said payment thereof exists, even though the same constitutes liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof.
3. That in the event of his default in the payment or securing of such taxes, excises and license fees, to consent that the department, officer, board or taxing unit entering into this contract may withhold from any payment due him hereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which said **CONTRACTOR** is liable.

IT IS FURTHER AGREED that for additions or deductions to the plans and specifications, the unit prices as set forth in the written proposal of the **CONTRACTOR** are hereby made part of this contract.

For the faithful performance of this contract in accordance with the plans and specifications and payment for all labor and materials, the **CONTRACTOR** shall execute good and sufficient performance bond and payment bond in a form acceptable to the City Attorney each in the amount of one hundred

percent (100%) of the total amount of the bid as hereinbefore stated, said bonds to be executed by a surety company authorized to do business in the state of Idaho.

The term "CONTRACT DOCUMENTS" means and includes the following:

- A) Advertisement For Bids
 - B) Information For Bidders
 - C) Bid Proposal
 - D) Bid Bond
 - E) Bidding Forms as Required
 - F) Contract
 - G) Labor and Materials Payment Bond
 - H) Performance Bond
 - I) Notice of Award
 - J) Notice to Proceed
 - K) Change Order
 - L) General Conditions
 - M) Technical Specifications
 - N) Special Provisions
 - O) Plans
 - P) Addenda
- No. _____, dated _____, _____

THIS CONTRACT, with all of its forms, specifications and stipulations, shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the Mayor and City Clerk of the CITY OF COEUR D'ALENE have executed this contract on behalf of said CITY, the City Clerk has affixed the seal of said City hereto, and the CONTRACTOR has caused the same to be signed by its President, and its seal to be affixed hereto, the day and year first above written.

CITY OF COEUR D'ALENE

MDM CONTSTRUCTION, INC

Sandi Bloem, Mayor

By: _____
Its: _____

ATTEST:

ATTEST:

Susan K. Weathers, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 15TH day of June, 2010, before me, a Notary Public, personally appeared **Sandi Bloem** and **Susan K. Weathers**, known to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene that executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

Notary Public for Idaho
Residing at _____
My Commission expires: _____

STATE OF _____)
) ss.
County of _____)

On this _____ day of June, 2010, before me, a Notary Public, personally appeared _____, known to me to be the _____, of **MDM Construction**, and the persons who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

Notary Public for _____
Residing at _____
My Commission Expires: _____

MEMORANDUM

DATE: JUNE 2, 2010

TO: MAYOR BLOEM AND THE CITY COUNCIL

FROM: RENATA MCLEOD, PROJECT COORDINATOR

RE: REQUEST FOR PUBLIC HEARING

I am requesting the City Council set a public hearing for the Council meeting scheduled July 6, 2010, to hear public testimony regarding a substantial amendment to the Community Development Block Grant Plan Year 2009 and Plan Year 2010 action plans. This amendment will clarify grant funding to Community Action Partnership, Whitewater Development for the Mill River Senior Apartments, and a sidewalk project on East Fairway Drive.

CEMETERY LOT TRANSFER/SALE/REPURCHASE PROCEDURE AND ROUTING SLIP

Request received by: Municipal Services / Susan Weathers / 6-1-10
Department Name / Employee Name / Date

Request made by: Alice Williams (208) 643-0555
Name / Phone

606 Best Ave. Apt. 129, Coeur d'Alene, ID 83814
Address

The request is for: Repurchase of Lot(s)
 / Transfer of Lot(s) from _____ to _____

Niche(s): _____
Lot(s): 1, 2, _____, _____, _____, _____. Block: 7 Section: L

Lot(s) are located in Forest Cemetery / / Forest Cemetery Annex (Riverview).

Copy of Deed or / / Certificate of Sale must be attached.

Person making request is Owner / / Executor* / / Other* _____

*If "executor" or "other", affidavits of authorization must be attached.

Title transfer fee (\$ N/A) attached**.

**Request will not be processed without receipt of fee. Cashier Receipt No.: _____

ACCOUNTING DEPARTMENT Shall complete the following:

Attach copy of original contract.

Sheri Carroll
Accountant Signature

CEMETERY SUPERVISOR shall complete the following:

1. The above-referenced Lot(s) is/are certified to be vacant: Yes / / No
2. The owner of record of the Lot(s) in the Cemetery Book of Deeds is listed as:
Gordon and Alice Williams
3. The purchase price of the Lot(s) when sold to the owner of record was \$ 125⁰⁰ per lot.

RJE 6/1/10
Supervisor's Init. / Date

LEGAL/RECORDS shall complete the following:

1. Quit Claim Deed(s) received: / / Yes / / No. LM 6/1/10
Person making request is authorized to execute the claim: _____
Attorney Init. / Date

I certify that all requirements for the transfer/sale/repurchase of cemetery lot(s) have been met and recommend that that transaction be completed.

Susan K. Weathers 6-3-10
City Clerk's Signature / Date

COUNCIL ACTION

Council approved transfer/sale/repurchase of above-referenced Lot(s) in regular session on: _____ Mo./ Day /Yr.

CEMETERY SUPERVISOR shall complete the following:

Change of ownership noted/recorded in the Book of Deeds: / / Yes / / No
Cemetery copy filed / /; original and support documents returned to City Clerk / /

Cemetery Supervisor's Signature / Date

Distribution: Original to City Clerk
Yellow copy Finance Dept.
Pink copy to Cemetery Dept.

STAFF REPORT

DATE: October 12, 2009
TO: Mayor and City Council
FROM: Susan Weathers, City Clerk
RE: Request for Approval to Operate Horse-drawn Carriage Rides

DISCUSSION POINT: Would the City Council approve of allowing the Downtown Association to conduct free horse-drawn carriage rides in the downtown area each Sunday afternoon from 1-4 p.m. from July 11, 2010 through August 29, 2010?

HISTORY: Attached is a letter from Terry Cooper, representing the Downtown Association, requesting approval to allow the Downtown Association, in association with the Spokane Teacher's Credit Union, to provide free horse-drawn carriage rides in the Downtown area. The route would be begin at the circular parking lot on 1st and Sherman, east on Sherman to 5th Street, south on 5th Street to Front Avenue, north on 6th Street and then west on Sherman Avenue back to 1st Street and the circular parking lot. The rides will be free of charge and requested to be conducted on each Sunday from July 11th through August 29th from 1:00 p.m. - 4:00 p.m. Previously, the City Council has approved requests for use of City streets for the operation of horse-drawn carriages. Generally, the restrictions placed upon the horse drawn carriages were the use of a slow moving vehicle sign and directing that the operator obey all traffic rules and regulations in regards to slow moving vehicles. The Downtown Association has already received approval from the Coeur d'Alene Resort to utilize their portion of the circular parking lot. The Police Department has reviewed this request and is supportive as long as the carriages abide by all slow moving vehicle regulations.

FINANCIAL IMPACT: There is no financial impact for the City.

QUALITY OF LIFE ANALYSIS: As mentioned in Mr. Cooper's letter, the association believes that these carriage rides will enhance the experience of the Downtown summer season.

PERFORMANCE ANALYSIS: While the request describes the route as a loop, in the past the City Council has prohibited the carriages from stopping on Sherman Avenue in the lane of traffic to drop off clients as this could cause a possible traffic hazard.

DECISION POINT: Staff recommends approval including the requirements set out in the Downtown Association's letter of request and including: 1) That the carriage be posted with the appropriate slow-moving vehicle signage; 2) That all rules relating to slow moving vehicles be adhered to; 3) that picking up or dropping off clients will not be allowed in any lanes of traffic; and 4) Carriage rides are not permitted on August 1st due to Sherman Avenue being closed to traffic for the annual Street Fair.



June 3, 2010

Coeur d'Alene City Council

The Coeur d'Alene Downtown Association, in association with the Spokane Teacher's Credit Union (STCU), would like to provide carriage rides in the Downtown area, traveling East on Sherman from 1st Street to 5th Street, South on 5th Street to Front Avenue, East on Front Avenue to 6th Street, North on 6th back to Sherman, then East on Sherman to 1st Street and the circle parking lot.

These rides would be available on Sunday afternoons from 1 – 4pm for the following dates: July 11, July 18, July 25, August 8, August 15, August 22 & August 29, 2010. (The change to Sunday afternoons is to highlight family activities including the new Sunday Market and the concerts in the City Park.)

The agreement to provide these rides was formed on the following requirements:

- ❖ Both the STCU and the Coeur d'Alene Downtown Association maintain General Liability insurance with coverage limits of at least \$1,000,000.
- ❖ The TnT Muffler parking lot has been allocated for the loading/unloading of the animals and carriages.
- ❖ Any animal wastes to be cleaned up by the carriage operator.
- ❖ The provider/operator of the animals will have final say as to inclement/unsafe conditions for the animals.
- ❖ The carriage rides will be offered free of charge.
- ❖ The carriage rides will be promoted in all of the Downtown advertising.
- ❖ The Coeur d'Alene Downtown Association reserves the right to cancel the carriage rides if at any time practices detrimental to the general well being of the Downtown are brought to the notice of, and so voted upon by, the Downtown Board of Directors (or Executive Board).

We believe these carriage rides will enhance the spirit of the summer season Downtown.

Terry Cooper


General Manager

105 N. 1st Street, Ste. 100, Coeur d'Alene, ID 83814
208-667-5986 208-415-0116 Fax 208-667-9338
www.cdadowntown.com

ANNOUNCEMENTS

Memo to Council

DATE: June 7, 2010

RE: Appointments to Boards/Commissions/Committees

The following re-appointment and appointment are presented for your consideration for the June 15th Council Meeting:

ROD COLWELL (Reappointment) LAKE CITY DEVELOPMENT CORP.

JOSEPH SHARNETSKY (Appointment) ARTS COMMISSION

A copy of Mr. Sharnetsky's data sheet is in front of your mailboxes.

Sincerely,

Amy Ferguson
Executive Assistant

cc: Susan Weathers, Municipal Services Director
Steve Anthony, Arts Commission Liaison

OTHER COMMITTEE MINUTES
(Requiring Council Action)

**June 7, 2010
PUBLIC WORKS COMMITTEE
MINUTES**

COMMITTEE MEMBERS PRESENT

Council Member Al Hassell
Council Member Deanna Goodlander
Council Member Woody McEvers

STAFF PRESENT

Tom Greif, Deputy Fire Chief
Amy Ferguson, Executive Assistant
Jon Ingalls, Deputy City Administrator
Warren Wilson, Deputy City Attorney
Gordon Dobler, Engineering Svcs Dir.
Dave Shults, Capital Program Mgr.
Troy Tymesen, Finance Director
Terry Pickel, Asst. Water Supt.
Kim Harrington, Engineering Tech
Jim Markley, Water Superintendent

Guests: Todd Christianson, Coeur d'Alene Chamber
Dan Geiger, Diamond Parking
Terry Cooper, Downtown Association

**Item 1 Memorandum of Agreement – Federal Excess Property Use
Consent Calendar**

Tom Greif, Deputy Fire Chief, presented a request on behalf of Kenny Gabriel, Fire Chief, for council to allow the Fire Department to enter into a Memorandum of Agreement with the Idaho Department of Lands (IDL) for possible use of Federal excess property. Mr. Greif explained that this agreement would make it possible to apply for federal excess equipment, mainly through the Idaho Department of Lands. Examples of equipment include firefighting brush trucks, hose, pumps, fire boats, etc., at a low cost or at no cost. Mr. Greif noted that over the years the Fire Department has been successful in saving thousands of dollars, including the purchase of a Type 4 brush truck.

MOTION by Goodlander, seconded by McEvers, to recommend council approval of Resolution No. 10-019 authorizing a Memorandum of Agreement with the Idaho Department of Lands for the possible use of Federal Excess property. Motion carried.

**Item 2 Request to Adopt Utility Bill Leak Adjustment Policies
Consent Calendar**

Terry Pickel, Assistant Water Superintendent, presented a request for council adoption of new internal and external Leak Adjustment policies to formalize and better define some of our procedures. This will replace the current procedure that has been utilized since May of 2000.

Mr. Pickel said that they have been working with the Finance and Legal departments to update their policies and bring them in line with other utilities in the area. They have a procedure right now to grant a partial adjustment for water and wastewater, but it was never adopted by council. Mr. Pickel said that they have made probably 10 or 11 adjustments in the last year, with 8 being this last month. More than half of the adjustments are fixture adjustments, including leaking toilet, etc. The other half were actual irrigation or domestic lines.

Councilman Goodlander asked how the new policy would adjust or change what the city is currently doing. Mr. Pickel responded that the new policy sets forth more of a procedure for what they are doing. It also disallows leak adjustments for visible leaks in fixtures that you can actually see and hear. The new policy is geared more towards leaks in the yard that the customer would not normally hear or see and is more in line with other utilities. The new policy would allow the city to look at things on a case by case basis but if it is something that the homeowner should have caught, it is not likely that they would receive a credit.

Mr. Pickel explained that to calculate the credit, they go back over the last couple of years and look at the average usage for the same period of time and deduct the excess. They do pump the water which is why they only grant a credit for 50% of the water usage.

Councilman McEvers said that he thinks it is a great part of the city's service that they help to fix leaks and he hopes they don't lose that. Mr. Pickel said that they polled about 14 cities in the area and nine cities responded. Six of the cities actually don't grant credits but they are thinking about it. They are working with other cities in the area to try to get a common standard for a lot of their procedures.

MOTION by McEvers, seconded by Goodlander, to recommend Council approval of Resolution No. 10-019 adopting the Utility Bill Adjustment – Leak Credit Policy, and the Leak Credit Internal Procedures Policy. Motion carried.

**Item 3 Engineering Amendment #2 for Recoating WWTP Secondary Clarifier #2
Consent Calendar**

David Shults, Capital Program Manager, presented a request for council approval of Amendment #2 to the agreement with HDR Engineering for services associated with refurbishment of the coating systems of the wastewater plant secondary clarifiers and digesters. The proposed amendment will increase the cost ceiling by \$43,919 for the engineering services related to recoating secondary clarifier #2.

Mr. Shults explained that Amendment #2 will provide for engineering services to draw up specifications and conduct onsite inspections. The secondary clarifier has a lot of metal parts that have now become devoid of coating that protects them from rusting away. As a result, it is time to get the work done. The total cost for the project will likely be somewhere around \$361,000. Mr. Shults noted that HDR has been quite successful in assisting with the coating of a couple of the digesters and secondary clarifier #1.

Councilman Goodlander asked how long the clarifier would be out of service. Mr. Shults said that it is probably about a 45 to 60 day project. They will need to take the clarifier out of service in the middle of the winter when they don't need it as much. This raises the cost of doing the work in that you have to tent and heat. They are thinking that they can start in the middle of November and have the project completed by January. Mr. Shults explained that the clarifier is an open concrete tank and was built in 1985. There has been no coating refurbishment since then. He further noted that it costs upwards to a million dollars today to build a new clarifier.

MOTION by Goodlander, seconded by McEvers, to recommend Council approval of Resolution No. 10-019 approving Amendment #2 to the agreement with HDR Engineering for services associated with refurbishment of the coating systems of the WWTP secondary clarifiers and digesters, increasing the cost ceiling by \$43,919 for the engineering services related to recoating secondary clarifier #2. Motion carried.

Item 4 Safe Routes to School Grants

Gordon Dobler, Engineering Services Director, presented a request for council approval of two agreements with ITD for grant administration for Safe Routes to School (SR2S) grants.

Mr. Dobler explained that Monte McCully, Trails Coordinator, applied for two grants – one for education and one for infrastructure. The education grant will run in concert with the Safe Routes to School coordinator at the school district and will include such things as flyers, bike helmet giveaways, etc. The infrastructure grant will put in two pairs of flashers -- one on 15th by Lakes Middle School and another one on Harrison in front of Bryan Elementary. Mr. Dobler explained that the city received this money a year ahead of schedule. The ITD had some projects fall out of the queue and so they moved the city project up. Mr. Dobler said that the grants are 100% funded so no matches are required.

MOTION by McEvers, seconded by Goodlander, to recommend Council approval of Resolution Nos. 10-022 and 10-023 approving two agreements with the Idaho Department of Transportation for grant administration for Safe Routes to School (SR2S) grants. Motion carried.

Item 5 Leasing of City-Owned Parking Lot to Coeur d’Alene Chamber for 4th of July

Troy Tymesen, Finance Director, and Todd Christianson, Chamber of Commerce President, presented a request for council approval of the lease of five city-owned parking lots to the Chamber of Commerce on the 4th of July to generate revenue that will be used exclusively to defray the cost of the community fireworks display.

Mr. Tymesen explained that the money would be put into a dedicated account. The proposal would call for the parking spaces in the city parking lots to be charged at \$10.00 per space for people who use them all day and enter the lot only once. The \$5.00 that the city has charged in the past will still be there so that the parking fund will receive the revenue that it has over the last three 4th of Julys, which is \$7,000.00. The Chamber is seeking to charge \$10.00 per space and the additional 5.00 would go into that dedicated account. Mr. Tymesen explained that the city would lease the lots to the Chamber so that the fee could be charged. He further noted that in the past, the city has leased the parking lots for different events, but no one has ever increased the fee.

Mr. Tymesen explained that the fireworks show costs approximately \$30,000. Unfortunately, due to the economic times, raising the money will be difficult. The past two years there has been a donor who has given \$10,000; however, it does not appear that the \$10,000 will be donated again this year.

Mr. Tymesen said that the Parking Fund receives no property tax revenue and is a fee for service fund. Diamond Parking oversees the city-owned parking lots and the revenue that comes in. Forty percent of the net income in the Parking Fund goes to Parks Capital Improvements. He further noted that this proposal as been recommended by the Parking Commission.

Councilman Hassell asked which lots would be involved. Mr. Tymesen said that it would include the Third & Fourth Street lots, Independence Point, the Museum lot, Memorial Field, and the city-owned parking lot at 4th & Coeur d’Alene. Mr. Christianson said that the Chamber will work with Diamond Parking in regard to maintaining the lots on the 4th. They will also work to communicate to the community about the event parking and the rate for the event parking.

Councilman McEvers said that he feels the big winners are the downtown businesses and wondered why we can’t spend less on the fireworks. Mr. Christianson said that they have looked at their budget and have made modifications to it for the aerial height of the fireworks to bring the budget down but their

desire is to maintain the prominence of the show. It highlights Coeur d'Alene to the surrounding region. Mr. Christianson further noted that they do have private businesses that are sponsors who are providing resources to help the program take place. In addition, they are currently doing a campaign to engage the community to participate financially. The lease of the parking lots is a way that they can create a stable and dependable revenue source to have the program go forward in the future, although Mr. Christianson does recognize that the lease of the lots would be for one year at this point so that they can see how it works.

MOTION by Goodlander, seconded by McEvers, to recommend Council approval of Resolution No. 10-020 authorizing an agreement with the Chamber of Commerce for the lease of the city owned parking lots on the 4th of July for the purpose of generating revenue for the community fireworks display. Motion carried.

The meeting adjourned at 4:27 p.m.

Respectfully submitted,

Amy C. Ferguson
Public Works Committee Liaison

PUBLIC WORKS COMMITTEE

STAFF REPORT

DATE: June 2, 2010
FROM: Gordon Dobler, Engineering Services Director
SUBJECT: Approval of State/Local Agreements for Safe Routes to School Grants

DECISION POINT

Staff is requesting Council approval of two agreements with ITD for grant administration for Safe Routes to School (SR2S) grants.

HISTORY

The City has sponsored the applications for and recently been awarded two grants from the SR2S program. The first is for non-infrastructure education activities such as workshops, banners, coupons, maps, incentive prizes, etc. in the amount of \$12,500. The second is for the installation of flashing school zone lights at Lakes Middle School and Bryan Elementary School, in the amount of \$16,000. In order to proceed the agreements must be approved.

FINANCIAL ANALYSIS

There is no match required for these grants so there is no direct cost. Staff will administer the grants and complete all required forms, reports, etc. required by ITD.

PERFORMANCE ANALYSIS

The installation of the flashers will allow the school zones to be coordinated with the flashers, similar to Kathleen Ave, making compliance easier and enforcement more effective. The education program will raise the awareness of safe bicycling, and encourage another alternative to vehicular commuting. The recent approval of bike lanes on 15th street will compliment this effort.

RECOMMENDATION

Staff recommends approval of the attached State / Local agreements with ITD for grant administration for Safe Routes to School (SR2S) grants.

RESOLUTION NO. 10-022

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN AGREEMENT FOR FY 10 SAFE ROUTES TO SCHOOL PROJECT NO. A011(996), WITH IDAHO TRANSPORTATION DEPARTMENT (ITD).

WHEREAS, the Public Works Committee of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into an Agreement with ITD, for SR2S Project No. A011(996) pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "A" and by reference made a part hereof; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to enter into such agreement; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into an Agreement in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and they are hereby authorized to execute such agreement on behalf of the City.

DATED this 15th day of June, 2010.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

Motion by _____, Seconded by _____, to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER BRUNING Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

**STATE/LOCAL AGREEMENT
FY 10 SAFE ROUTES TO SCHOOL
PROJECT NO. A011(996)
COEUR D'ALENE ELEM SIGNALS & LIGHTS
KEY NO. 11996**

PARTIES

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the IDAHO TRANSPORTATION DEPARTMENT, hereafter called the State and the CITY OF COEUR D'ALENE, hereafter called the Sponsor.

PURPOSE

The Sponsor has requested funding under the Safe Routes to School (SR2S) Program to provide infrastructure and non-infrastructure projects that benefit elementary and middle school children in grades K-8 as detailed in the project Application. A copy of the project Application is attached as Exhibit A. The purpose of this Agreement is to set out the terms and conditions necessary to obtain Federal-aid participation in the work.

NOTE: Local Agencies should refer to the SR2S Project Development Manual for information regarding administration of the Safe Routes to School projects.

Authority for this Agreement is established by Section 40-317 of the Idaho Code.

I. NON-INFRASTRUCTURE ACTIVITIES N/A

1. The total funds available for non-infrastructure activities identified in Exhibit A is \$-0-.
2. The State's contact for non-infrastructure activities is as follows:

Jo O'Connor
Safe Routes to School Coordinator
Office of Highway Operations and Safety
Idaho Transportation Department
PO Box 7129,
Boise ID 83707-1129
Telephone: 208-334-4475
Fax: 208-334-4440
e-mail: JOConnor@itd.idaho.gov

THE STATE SHALL:

3. Enter into an Agreement with the Federal Highway Administration covering the federal government's pro rata share of costs of the non-infrastructure activities, up to the Federal-aid maximum identified in Section I, Paragraph 1. above.
4. Through its Safe Routes to School Coordinator, will provide guidance and support to the Sponsor in development of the non-infrastructure portion of this project.
5. Upon receipt of appropriate documentation showing expenditure of funds for the non-infrastructure portion of this project, reimburse the Sponsor up to the Federal-aid maximum identified in Section I, Paragraph 1. above.

THE SPONSOR SHALL:

6. Develop the non-infrastructure activities as detailed in Exhibit A. Upon official notification to proceed, undertake the following items numbered 7-13 to maintain compliance.
7. Seek the written approval of the Safe Routes to School Coordinator before making all non-infrastructure purchases, acquiring services, awarding stipends, or purchasing incidentals, and provide details of all prizes and stipends awarded.
8. Distribute and submit Parent Survey's and Student Tallies on the National Center for Safe Routes To School (NCSRTS) survey forms twice during the school year, for each year of the project following directions in the SR2S Project Manual. Failure to submit surveys could result in termination of the project.
9. Make timely payment of all invoices and provide to the State, along with allowable invoices, receipts and copies of checks as proof of payment of same. The State will reimburse the Sponsor for eligible expenses, up to the Federal-aid maximum identified in Section I, Paragraph 1. above. The Sponsor shall be responsible for all costs of the project that exceed the Federal-aid maximum.
10. Submit progress reports on the dates specified by the Safe Routes to School Coordinator on the form provided by the State. Failure to submit progress reports could result in termination of the project.
11. Upon completion of the project, the Sponsor will provide a final report. The deadline for completion of the non-infrastructure work is two (2) years from the date of this signed Agreement. The final report and invoice shall be received by the State no later than sixty days following the completion date.
12. Failure to submit progress, final reports, and NCSRTS surveys will jeopardize reimbursement.

13. Maintain all project records, including source documentation for all expenditures and in-kind contributions, for a period of three (3) years from the date of final cost accounting. If any litigation, claim, negotiation, or audit has been started before expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues that arise from it.

II. INFRASTRUCTURE ACTIVITIES

1. The total funds available for infrastructure activities identified in Exhibit A is \$16,000.
2. The deadline for completion of all infrastructure activities is two years from the date of execution of this Agreement.
3. Contact information for infrastructure activities is as follows:

District SR2S Contact:

Gregory Brands
ITD-District One
600 W. Prairie
Coeur d'Alene, ID 83815
(208) 772-1274
Gregory.Brands@itd.idaho.gov

Sponsor Contact:

Gordon Dobler, City Engineer
City of Coeur d'Alene
710 E. Mullan Avenue
Coeur d'Alene, ID 83814
(208) 769-2285
Gordon@cdaid.org

THE SPONSOR SHALL:

4. At its own cost, provide for the design of the project. Projects shall be designed to an approved standard following guidelines contained in the most recent version of the SR2S Project Development Manual available at www.itd.idaho.gov/SR2S.
5. The Sponsor shall submit completed project development packages following the steps outlined in the SR2S Project Development Manual to ITD by October 1 of the fiscal year in which the project was awarded as reflected in the title of this contract. Failure to comply could jeopardize funding for the project.

6. Bid advertisements must take place within thirty (30) days of receipt the State's authorization of such advertisements and follow the required bid procedures as outlined in the SR2S Project Manual. The Sponsor will submit all bids received to the State. The State will provide approval prior to award of the contract. Failure to advertise the project for bids within 30 days may jeopardize funding for the project.
7. During construction of the project the Sponsor shall follow the guidelines in the SR2S Project Development Manual for construction, inspection diaries, and support to the State Resident Engineer in the administration of the contract on this project. The Sponsor shall prepare all monthly and final contract estimates and change orders, and submit to the State for their approval. During the life of the construction contract, prior approval of the State will be obtained if it is necessary to deviate from the plans and specifications to such a degree that the scope of project and/or required work is significantly changed.
8. Provide for materials testing on the project. Reference the SR2S Project Development Manual for guidelines and requirements.
9. Be responsible for the selection and maintenance of all traffic control devices in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by the State.
10. At no cost to the federal-share, cause to be replaced to original, equal or better condition any existing pavement, regulatory signs, and other items damaged as a result of the contractor's operation, except as hereafter stated as obligations of the State.
11. Make timely payment of all invoices and provide to the State allowable invoices and receipts showing payment of same. The State will reimburse the Sponsor for eligible expenses, up to the Federal-aid maximum identified in Section II, Paragraph 1. above. The Sponsor shall be responsible for all costs of the project that exceed the Federal-aid maximum. Reference the SR2S Project Development Manual for additional information.
12. Maintain all project records, including source documentation for all expenditures and in-kind contributions, for a period of three (3) years from the date of final cost accounting. If any litigation, claim, negotiation, or audit has been started before expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues that arise from it.
13. Maintain the project upon completion to the satisfaction of the State. Failure to maintain the project in a satisfactory manner will jeopardize the future allotment of federal-aid highway funds for projects within the Sponsor's jurisdiction.
14. Comply with Exhibit B, Non-Discrimination Agreement for Local Public Agencies, attached hereto and made a part hereof. By this agreement the Sponsor agrees to comply with and be bound to the Civil Rights provisions of Title VI of the Federal Code and to generally insert those provisions in all contracts that it enters into that are federally

funded on this project. If property acquired for this project with Federal financial assistance is transferred, the recipient of the property will be subject to Appendix A if the property is used for the same purpose it was originally acquired or for another purpose involving similar services or benefits to the general public. Sponsor should contact the State prior to disposing of any property acquired under this agreement.

15. Comply with all other applicable State and Federal regulations.
16. Indemnify, save harmless and defend regardless of outcome the State from the expenses of and against suits, actions, claims or losses of every kind, nature and description, including costs, expenses and attorney fees that may be incurred by reason of any act or omission, neglect or misconduct of the Sponsor or its consultant in the design, construction and maintenance of the work which is the subject of this Agreement. The Sponsor shall defend and indemnify the State and its employees for all claims and losses arising out of the State's duty of supervision and inspection of the project.

THE STATE SHALL:

17. Enter into an Agreement with the Federal Highway Administration covering the federal government's pro rata share of construction costs, up to the Federal-aid maximum identified in Section II, Paragraph 1. above.
18. Review and approve the project plans, specifications, and rights-of-way certifications, and provide the appropriate environmental clearance.
19. Review and approve bidding documents for conformance to bidding requirements prior to advertisement.
20. Review and approve bids, and provide Sponsor with official authorization to award the contract.
21. Authorize the Sponsor to administer the project and make any necessary changes and decisions within the general scope of the plans and specifications. ITD will review and approve any local procedures prior to executing this agreement.
22. Designate personnel, as the State deems necessary, to review construction in accordance with the plans, specifications and estimates in the manner required by applicable state and federal regulations. The State will review and approve change orders submitted by the Sponsor, and conduct a final inspection and acceptance of the project when completed. The project acceptance shall be made by the ITD District Engineer or their designee.
23. Upon receipt of appropriate documentation showing expenditure of funds for infrastructure work on this project, the State will reimburse the Sponsor up to the Federal-aid maximum identified in Section II, Paragraph 1. above.

24. Maintain complete accounts of all project funds received and disbursed, which accounting will determine the final project costs.
25. Cooperate with the Sponsor in selection and designation of suitable construction traffic control during project construction in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by the State.
26. All information, regulatory and warning signs, pavement or other markings, traffic signals required, the cost of which is not provided for in the plans and estimates, must be erected at the sole expense of the Sponsor upon the completion of the project.
27. The location, form and character of all signs, markings and signals installed on the project, initially or in the future, shall be in conformity with the Manual of Uniform Traffic Control Devices as adopted by the State.

BOTH PARTIES AGREE AS FOLLOWS:

1. This Agreement is entered into for the purpose of complying with certain provisions of the Federal-Aid Highway Act, in obtaining federal participation in the design and construction of the project. Federal participation in the costs of the project will be governed by the applicable sections of Title 23, U.S. Code (Highways) and rules and regulations prescribed or promulgated by the Federal Highway Administration.
2. Federal participation is contingent upon ultimate completion of the project. If for any reason the project is removed from the program without being completed, then the Sponsor shall be responsible for One Hundred Percent (100%) of all project costs, and shall pay back to the State all costs previously reimbursed.
3. Sufficient Appropriation. It is understood and agreed that the State is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The State reserves the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the State to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.
4. This Agreement shall become effective on the first day mentioned above, and shall remain in full force and effect until amended or replaced upon mutual consent of the State and the Sponsor.

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EXECUTION

This Agreement is executed for the State by its Assistant Chief Engineer (Development), and executed for the Sponsor by its Coordinator.

IDAHO TRANSPORTATION DEPARTMENT

APPROVED BY:

Assistant Chief Engineer
(Development)

Approved as to form:
Tim Thomas
Deputy Attorney General
March 3, 2010

RECOMMENDED BY:

Roadway Design Engineer

ATTEST:

CITY OF COEUR D'ALENE

City Clerk

Mayor

(SEAL)

By regular/special meeting
on _____.

hm: 11996 SR2S.docx

RESOLUTION

WHEREAS, the Idaho Transportation Department, hereafter called the **STATE**, has submitted an Agreement stating obligations of the **STATE** and the **CITY OF COEUR D'ALENE**, hereafter called the **CITY**, for development of the FY10 Safe Routes to School project; and

WHEREAS, the **STATE** is responsible for obtaining compliance with laws, standards and procedural policies in the development of projects when there is federal participation in the costs; and

WHEREAS, certain functions to be performed by the **STATE** involve the expenditure of funds as set forth in the Agreement; and

WHEREAS, The **STATE** can only pay for work associated with the State Highway system; and

WHEREAS, the **CITY** is fully responsible for its share of project costs; and

NOW, THEREFORE, BE IT RESOLVED:

1. That the Agreement for Federal Aid Highway Project A011(996)) is hereby approved.
2. That the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the **CITY**.
3. That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

CERTIFICATION

I hereby certify that the above is a true copy of a Resolution passed at a *regular, duly* called special (X-out non-applicable term) meeting of the City Council, City of Coeur d'Alene, held on _____, _____.

(Seal)

City Clerk

11996 2 6

Section 1 – Summary - Refer to the Application Guidelines for help completing this form.

Date Submitted	School(s) Included Bryan Elementary, Sorensen Elementary and Lakes Middle School	SR2S Use Only FY10	
Brief Description of Project Coeur d'Alene Safe Routes to School is a community-wide effort to increase the health and safety of our youth by: <ul style="list-style-type: none"> o Organizing activities and events to encourage walking and bicycling; o Identifying preferred routes to individual school sites; o Improving the environment around schools to encourage walking and bicycling; and o Expanding the schools' curricula to include more pedestrian and bicycling safety and education programs for students and parents 			
<input checked="" type="checkbox"/> Proposed Project Directly Supports a K-8 School	Infrastructure Funding Request \$16,000	Non-Infrastructure Funding Request \$30,450	Previously Funded Year(s) 2009
Project Leader (Name of person filling out the application) Taryn Petersen		Title SR2S Volunteer Coordinator	Project Leader's E-mail Address taryn@terrasportsinc.com
Address 517 E Sherman Avenue	City Coeur d'Alene	Zip 82814	Phone Number 360-713-8450

ITD District (check one)

- District 1 – Boundary, Bonner, Kootenai, Benewah, and Shoshone counties
- District 2 – Latah, Nez Perce, Clearwater, Lewis, and Idaho counties
- District 3 – Adams, Valley, Washington, Payette, Gem, Boise, Canyon, Ada, Elmore and Owyhee counties
- District 4 – Camas, Blaine, Gooding, Lincoln, Jerome, Minidoka, Twin Falls, and Cassia counties
- District 5 – Bingham, Caribou, Power, Bannock, Oneida, Franklin, and Bear Lake counties
- District 6 – Lemhi, Custer, Butte, Jefferson, Clark, Fremont, Madison, Teton, and Bonneville counties

Section 2 – Project Partners Partners may include, but are not limited to law enforcement, healthcare, education, PTO volunteers, etc.

Sponsor – Projects with infrastructure improvements must be sponsored by the agency with jurisdiction over the project. Projects with only non-infrastructure improvements may be sponsored by any organization, including non-profits. (Refer to the Application Guidelines for assistance.)

Sponsoring Agency's Name City of Coeur d'Alene		Representative's Name (Printed) Gordon Dobler		Title City Engineer	
Address 710 E Mullan Avenue	City Coeur d'Alene	Zip 83814	Email Address Gordon@cdaid.org	Phone Number 208-769-2285	


I certify that the above named sponsoring agency supports the proposed Safe Routes to School project. The Sponsor has the legal authority to apply for and pledge the funds required to receive reimbursement for the requested Safe Routes to School funds, and shall enter into a State/Local Agreement with ITD. I further certify that the Sponsor will provide maintenance for all infrastructure improvements upon completion. I understand that this is not a grant; this is a reimbursement program, and that all federal rules for contracting, auditing, and reimbursement will apply to the project.

Representative's Signature 	Date 31 March 09
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Partnering Organization/Agency Add additional partners if more than four. (Attach a letter identifying this partner's role)

Organization/Agency Name CdA Police Department	Representative's Name (Printed) Wayne Longo	Title Chief of Police
Representative's Signature 		Email Address cdapolice@cdaid.org

Partnering Organization/Agency (Attach a letter indentifying this partner's role)

Organization/Agency Name Coeur d'Alene School District 271	Representative's Name (Printed) Hazel Bauman	Title Superintendent
Representative's Signature 		Email Address hbauman@cdaschools.org

Partnering Organization/Agency (specify) (Attach a letter indentifying this partner's role)

Organization/Agency Name Kootenai Health	Representative's Name (Printed) Sarah Nielsen	Title Volunteer Services Manager
Representative's Signature 		Email Address snielsen@kmc.org

Section 3 – Project Information

Part 1 - Students Provide details on each school involved. Attach additional sheets of information if more than 3 schools are involved.

Number of students that attend each affected school(s)	State how students <u>are currently</u> traveling to school and anticipated increase in both numbers and percentage if project is funded.
<p>1. School Name: Bryan Elementary</p> <p>Total Students: 337</p> <p>Number receiving free lunch : 146</p> <p>Number receiving reduced lunch : 46</p>	<p>Walk – Current/Anticipated increase percentage and number 8% / 16%</p> <p>Bike - Current/Anticipated increase percentage and number 5% / 16%</p> <p>Car - Current/Anticipated change: 41% / 22%</p> <p>Bus - Safety Bussed Pre project: 0% Post project: 0%</p> <p>Other - Explain: Safety bussing is based on barriers and presence and condition of sidewalks. We are not changing any of the aforementioned conditions.</p> <p>Current numbers: Bused: 154 Walk: 27 Bike: 17 Driven: 139</p>
<p>2. School Name: Sorensen Elementary</p> <p>Total Students: 267</p> <p>Number receiving free lunch : 80</p> <p>Number receiving reduced lunch : 28</p>	<p>Walk - Current/Anticipated increase percentage and number 17% / 30%</p> <p>Bike - Current/Anticipated increase percentage and number 11% / 20%</p> <p>Car - Current/Anticipated change 63% / 41%</p> <p>Bus - Safety Bussed Pre project: 16% Post project: 16%</p> <p>Other - Explain: Safety bussing is based on barriers and presence and condition of sidewalks. We are not changing any of the aforementioned conditions.</p> <p>Current numbers: Bused: 23 Walk: 45 Bike: 29 Driven: 170</p>

<p>3. School Name: Lakes Middle School</p> <p>Total Students: 652</p> <p>Number receiving free lunch : 274</p> <p>Number receiving reduced lunch : 114</p>	<p>Walk - Current/Anticipated increase percentage and number 16% / 25%</p> <p>Bike - Current/Anticipated increase percentage and number 16% / 25%</p> <p>Car - Current/Anticipated change 26% / 8%</p> <p>Bus - Safety Bussed Pre project: 8% Post project: 0%</p> <p>Other – 8% Explain: Safety bussing is based on barriers and presence and condition of sidewalks. We are not changing any of the aforementioned conditions.</p> <p>Current numbers: Bused: 275 Walk: 104 Bike: 104 Driven: 167</p>
<p>4. School Name: Winton Elementary School</p> <p>Total Students: 272</p> <p>Number receiving free lunch : 124</p> <p>Number receiving reduced lunch : 30</p>	<p>Walk - Current/Anticipated increase percentage and number 10% / 15%</p> <p>Bike - Current/Anticipated increase percentage and number 5% / 15%</p> <p>Car - Current/Anticipated change 29% / 14%</p> <p>Bus - Safety Bussed Pre project: 11% Post project: 11%</p> <p>Other – 0% Explain: - Safety bussing is based on barriers and presence and condition of sidewalks. We are not changing any of the aforementioned conditions.</p> <p>Current numbers: Bused: 153 Walk: 27 Bike: 13 Driven: 79</p>
<p>5. School Name: Borah Elementary School</p> <p>Total Students: 315</p> <p>Number receiving free lunch : 163</p> <p>Number receiving reduced lunch : 61</p>	<p>Walk - Current/Anticipated increase percentage and number 10% / 15%</p> <p>Bike - Current/Anticipated increase percentage and number 15% / 20%</p> <p>Car - Current/Anticipated change – 58% / 48%</p> <p>Bus - Safety Bussed Pre project: 14% Post project: 14%</p> <p>Other – 0% Explain: - Safety bussing is based on barriers and presence and condition of sidewalks. We are not changing any of the aforementioned conditions.</p> <p>Current numbers: Bused: 53 Walk: 31 Bike: 47 Driven: 184</p>
<p>6. School Name: Woodland Middle School</p> <p>Total Students: 766</p> <p>Number receiving free lunch : 215</p> <p>Number receiving reduced lunch : 123</p>	<p>Walk - Current/Anticipated increase percentage and number 15% / 20%</p> <p>Bike - Current/Anticipated increase percentage and number 10% / 20%</p> <p>Car - Current/Anticipated change 42% / 27%</p> <p>Bus - Safety Bussed Pre project: 9% Post project: 0%</p> <p>Other – -% Explain: - The number of kids Safety Bussed will drop to near zero because of the addition of the prairie trail</p> <p>Current numbers: Bused: 250 Walk: 115 Bike: 76 Driven: 325</p>

<p>7. School Name: Canfield Middle School</p> <p>Total Students: 793</p> <p>Number receiving free lunch : 134</p> <p>Number receiving reduced lunch : 98</p>	<p>Walk - Current/Anticipated increase percentage and number 5% / 15%</p> <p>Bike - Current/Anticipated increase percentage and number 5% /15%</p> <p>Car - Current/Anticipated change – 48% / 28%</p> <p>Bus - Safety Bussed Pre project: -0% Post project: -0%</p> <p>Other – 0% Explain: - Safety bussing is based on barriers and presence and condition of sidewalks. We are not changing any of the aforementioned conditions.</p> <p>Current numbers: Bused: 330 Walk: 40 Bike: 40 Driven: 383</p>
<p>8. School Name: Skyway Elementary</p> <p>Total Students: 536</p> <p>Number receiving free lunch : 127</p> <p>Number receiving reduced lunch : 71</p>	<p>Walk - Current/Anticipated increase percentage and number 60% 70%</p> <p>Bike - Current/Anticipated increase percentage and number 20% 30%</p> <p>Car - Current/Anticipated change - no numbers %:</p> <p>Bus - Safety Bussed Pre project: -0% Post project: -0%</p> <p>Other – 0% Explain: - Safety bussing is based on barriers and presence and condition of sidewalks. We are not changing any of the aforementioned conditions.</p> <p>Current numbers: Bused: 150 Walk: 187 Bike: 124 Driven: 161</p>
<p>Part 2 - Barriers List the top three reasons why children can not safely walk and bicycle to this school</p>	
<ol style="list-style-type: none"> 1. Encouragement – Lack of incentives giving children the desire to walk or bike to school. 2. Education – Surprisingly, few children have the necessary understanding of the safest route to school. 3. Traffic problems – Not enough signage to direct parents in the morning or afternoons to pick up children and budget cuts are causing schools to remove crossing guards. 	

Part 3 - Current Efforts What is currently happening to increase awareness about the need for SR2S at each school? Applicants previously funded must describe current projects in detail and/or attach their current School Travel Plan.

Bryan Elementary

In May and October 2009 Bryan Elementary is participating in iWalk/Bike. These Bike and Walk to School days and incentive programs are tools currently in place to encourage and education students.

Sorensen Elementary

In May and October 2009 Sorensen Elementary is participating in iWalk/Bike. The primary focus for the 2009 grant is the traffic problem around this school in the morning and afternoon. The secondary focus is education and encouragement. The Principal and several teachers are supportive of students' participation in biking and walking to school. Based on past participation, we project more than 100 kids will participate in the October Walk and Bike to School Week. Back on May 16th that represented about half of the school's population and included staff members who biked more than 10 miles round trip and families who biked from an adjacent community.

Lakes Middle School Elementary

In May and October 2009 Lakes Middle Elementary is participating in iWalk/Bike. They also benefitted from the sidewalk improvements from the FY07 SR2S grant. There has been a double digit increase in foot traffic (students walking to school and the general population enjoy the safer route).

Winton Elementary Elementary

Winton is new to the SR2S project. The 2009 funding cycle did not include this school however they conducted assemblies to focus on encouragement, education and building their SR2S team.

Borah Elementary Elementary

Borah is new to the SR2S project. The 2009 funding cycle did not include this school however they conducted assemblies to focus on encouragement, education and building their SR2S team.

Woodland Middle School Elementary

Woodland is new to the SR2S project. The 2009 funding cycle did not include this school however they conducted assemblies to focus on encouragement, education and building their SR2S team.

Canfield Middle School Elementary

Canfield is new to the SR2S project. The 2009 funding cycle did not include this school however they conducted assemblies to focus on encouragement, education and building their SR2S team.

Skyway Elementary Elementary

Skyway is new to the SR2S project. The 2009 funding cycle did not include this school however they conducted assemblies to focus on encouragement, education and building their SR2S team.

Section 4 – Project Goals

Part 1 – Goals Describe the project's long and short term goals, and give details about the time frame being allowed for each.

Long Term: It is the goal of District 271 SR2S to improve our youth's health and fitness and decrease reliance on motorized transportation.

Short Term:

- Increase numbers of children Walking and Biking to School.
- Increase safety and perceptions of safety around the routes kids use to get to school.
- Organize the SR2S community to help plan out activities, routes and volunteers to lead walking school buses.

Part 2 - Describe the strategies being considered to reach these project goals.

- Encouragement: Organize activities and events to encourage walking and bicycling.
- Engineering: Identify preferred/safest routes to each school.
- Education: Expand the school's curriculum to include pedestrian and bicycling safety and education programs for students and parents.
- Engineering: Installing permanent flashing lights or speed radars to slow traffic down around two of the schools.
- Engineering: Painting Crosswalks and adding signage to help reduce congestion at the schools.
- Enforcement: Work with local police department to reward children who are following the rules of biking.
- Evaluation: Conduct surveys and field studies to measure efforts and evaluate success of program.
- Increase the SR2S committee membership and expand our partnerships.

Section 5 – Community Support Building sustainable SR2S projects takes the commitment of a whole community.

A - Advocacy Are you aware of any type of advocacy efforts for bicycle and pedestrian related issues in your community? If yes, are these individuals involved in your project, and if yes, show how they are involved.

- Coeur d'Alene Ped/Bike Committee has members that volunteer for SR2S projects and also sit on the SR2S committee. They are bringing forward recommendations to the council to; adopt a Complete Streets Policy, identify areas that need sidewalks, put in bike racks, and make trail and bikeway connections.
- Safe Kids of Kootenai County "Wheeled Sports and Walk This Way" program has members that volunteer for SR2S projects and sit on the SR2S committee; they also partner with SR2S on educational endeavors.
- North Idaho Centennial Trail Foundation promotes non-motorized transportation as a vehicle for constructing trails that link schools, neighborhoods and parks.
- Coeur d'Alene Downtown Association hosts several events each year that promote walking in the downtown area.
- Bike to Work Committee advocates biking to work and partners with SR2S for Bike/Walk to School Day
- The Coeur d'Alene Library has a walking trail that follows the story line of a children's book around downtown Coeur d'Alene on a 2 mile walk and hosts a monthly walk.
- Panhandle Health District promotes active lifestyles in the community.

B - Existing Policies Are there existing bicycle and pedestrian policies or community based plans? If yes, provide details.

- The City of Coeur d'Alene Parks Master Plan makes several recommendations to improve ped/bike facilities and connections.
- The City of Coeur d'Alene Comprehensive Plan also makes recommendations to improve ped/bike facilities and connections.
- The City of Coeur d'Alene is in the process of adopting a Complete Streets policy.
- Kootenai Metropolitan Planning Organization is developing a countywide non-motorized transportation plan.

Section 6 – Engineering Only projects that meet the environmental requirements of a Categorical Exclusion shall be considered. Refer to guidelines for tips on success for infrastructure projects.

<p>A – Proposed solution Describe the project's proposed improvements to the infrastructure within two miles of the K-8 Grade school. Is this the only solution that was considered, and who was consulted? If the project involves utilities, canals or railroad please attach evidence of support, copies of agreements and details on who will pay for changes as a result of the project.</p> <ul style="list-style-type: none">○ Install flashing signals to slow traffic down around schools. Permanent radars with flashing lights were also considered. The City Engineer, local police and teachers were consulted.○ Install directional signs at Bryan & Sorensen to alleviate some of the traffic congestion during pick up and drop off times.
<p>B – Routes Will the project help establish shorter or more direct walking routes, or enhance existing routes? Have neighbors been informed about the project? Explain.</p> <p>This project will enhance existing routes and make them safer by adding signage to direct traffic as to proper lanes of travel and drop-off/pick-up points. Neighbors have not been informed yet.</p>
<p>C – Congestion Do you believe this project will help reduce motor vehicle congestion in the vicinity of the school? If Yes, show how, including information about how school bus and parent pick-up /drop-off policies and procedures will be affected by the project.</p> <p>Yes, placing signage that would direct the traffic flow around these schools would reduce the congestion that is a problem at these schools, especially Sorensen where there is limited access in narrow neighborhood streets.</p>

Section 7 – Pedestrian/Bicycle Safety and Skills Education

<p>A – Proposal Describe the project's proposed educational efforts; include information about on-going efforts and what changes will be made.</p> <ul style="list-style-type: none">○ Provide safety education and training to parents and children through assemblies○ Encourage community wide collaboration to support youth in their fitness endeavors by having education booths at local events such as the Spring into Safety Carnival at Coeur d'Alene High School and Earth Day.○ Partner with Kootenai Health to provide annual bike safety clinics○ Assist schools in producing public service announcements on the benefits of biking or walking to school○ Develop a program to target parents educating them on the benefits of biking or walking to school○ Provide school district with ideas of integrating SR2S into their existing curriculum○ Encourage schools to assist with the mapping process of "safe" walking and biking areas
<p>B – Training Does your community plan to provide pedestrian safety and bicycle skills/safety training this year for students in Kindergarten through 8th grade? If so, when and what kind of activities are planned?</p> <p>Yes, District 271 SR2S committee partnered with Safe Kids of Kootenai County to provide the planning and volunteers that will put on safety classes, bike rodeos, Ped/Bike safety information, bicycle repair clinics and public service announcements.</p>
<p>C – Maps Will maps showing preferred routes to school be created by the end of the project be distributed to students and parents?</p> <p>Yes, these will be finished by Fall of 2009 and maintained as infrastructure changes are made then redistributed and updated on the pending District 271 SR2S website.</p>
<p>D – Effectiveness How will this project make children more comfortable or confident about walking and bicycling to school?</p> <p>Hands-on training will give children the tools necessary to travel safely and confidently back and forth to school. Also maps, signage, flashers and crosswalks will effectively slow traffic down and create a safer walking and biking environment.</p>

E – Assistance Does your school/community need additional assistance to help implement your SR2S education/encouragement program if funded? If so, describe additional assistance needed.

The school system, as a whole, has just recently begun to become involved with planning SR2S projects, but the representatives are still not sure how to proceed. They still need the guidance of the SR2S committee to get the program off the ground. We will conduct a presentation for the District 271 PTA and send home informational literature to the parents of SD 271 children.

Section 8 – Encouragement and Community Involvement

A – Proposal Describe the projects proposed encouragement efforts. Include information on current encouragement efforts.

- Biking / walking cards collected at each school to win prizes
- Small incentive prizes for students who bike or walk to school
 - Bracelets
 - Bandannas
 - Helmets
 - Pedometers
 - Pencils
- Incentives for parents to encourage children to use alternate transportation.
 - Coffee vouchers from local shops
 - Recognition in PSA's
 - Article in the Inland NW Health magazine on the most successful parents

B – Community Describe the kind of encouragement activates being provided by community partners to encourage participation?

- Safe Kids provides helmets to kids who ride bikes.
- Terra Sports provides safety clinics.
- PTA's will organize B/W to School cards and prize incentives.
- Local law enforcement rewards children for wearing helmets and obeying the bike laws.

C – Law Enforcement Describe how local law enforcement plans to participate encourage more students to walk or bicycle to school.

- We have a School Resource Officer serving on the SR2S committee for Lakes Middle School. He is actively involved in all aspects of the program.
- Local law enforcement provides incentives to children for being safe walkers and bike riders

D – Crossing Guards Does the school have a crossing guard program? If not, will there be a program in place by the end of this project?

Bryan Elementary has a crossing guard program. The SR2S committee will advocate crossing guard programs by the end of the cycle.

Section 9 – Evaluation

NCSRTS Survey forms and instructions are located at www.saferoutesinfo.org/Resources/Evaluation. An example progress report and a Travel Plan outline are available in the SR2S Guidelines.

I certify that this project will meet the evaluation requirements for the Idaho Safe Routes to School program, including pre-mid- and post-project NCSRTS surveys, ITD quarterly progress reports, and a commitment to compile an Idaho School Travel Plan during the one or two-year program. I understand that failure to submit survey information and progress reports could result in the termination of the project. Based on our project timeline, I have identified the month and year that the plan will be submitted.

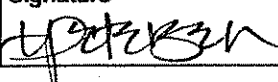
Date Travel Plan is Due (month/year) 08/2011	Sponsor's Authorized Representative's Signature 
---	--

Section 10 – Funding Requests

Cost Estimate for Non-Infrastructure Efforts: Local funds and in-kind donations are encouraged, but not required.

Education/Encouragement Activities	Item Description	Costs (\$)	Value of Donated Items	ITD Use Only
Biking	1. Helmets	\$7 X 300 = \$2,100		
Safety	2. Workshops/events	\$1,000		
Education and Encouragement	3. Coupons, Certificates, Flyers	\$1,000		
Education and Encouragement	4. Bike or Walk punch cards	\$250		
Education	5. Banners	\$50 X 2 =\$100		
Mapping	6. Route Maps	\$500 x 8 schools =\$4,000		
Encouragement	7. Prizes (hats and shirts)	\$500		
Education	8. Backpack flashers	\$1 x 1,000 =\$1,000		
Incentives	9. Bikes as prizes	\$400 X 8 \$3,200		
Education	10. SR2S monogrammed table cloths for booths	\$1 x 300 =\$300		
	11. P/T Coordinator	\$17,000		
	Totals	\$30,450		

Indirect costs The SR2S Advisory Committee may choose not to allow indirect costs. Indirect costs include, but are not limited to, general administration and general overhead, project administration expenses, operation and maintenance expenses, depreciation and use allowances, etc.

Printed Name of Person Completing this Section TARYN PETERSEN	Signature 	Title 31 March 09
---	--	-----------------------------

Cost Estimate for Infrastructure Improvements – Local funds and in-kind donations are encouraged, but not required.

Items (If quantity and unit price are not applicable, only fill in Cost.)	Quantity (Q)	Unit Price (UP)	Cost (Q x UP)	Value of Donated Items	ITD Use Only
1. Demolition/Removal of Existing					
2. Clearing/Grubbing					
3. Grading					
4. Drainage/Irrigation					
5. Permanent Signs or Displays					
6. Erosion/Pollution Control					
7. Utility/Sewer					
8. Pavement and Base					
9. Curb and Gutter					
10. Slope Protection					
11. Retaining Walls					
12. Pedestrian Crossing Signals and Illumination	2	\$8000	\$16,000		
13. Striping					
14. Bicycle Storage Systems					
15. Footings/Foundations					
16. Electrical					
17. Barriers					
18. Concrete					
19. Inflation 5% per year					
20. Other (list)					
Totals (Maximum allowed \$100,000)					

Any cost overruns are the responsibility of the project sponsor. It is recommended that a licensed engineer complete this estimate.

Printed Name Gordon Dobler	Signature 	Title City Engineer
-------------------------------	--	------------------------

Section 11 – Forms

Environmental Evaluation (ITD 0654)



This form must be filled out for all projects that include infrastructure improvements.

Date 3/30/09	District 1	Route # -	City/County Coeur d'Alene / Kootenai County
Project Name Coeur d'Alene SR2S grant 2011		Project Number	Key Number
Work Authority		Program Year 2011	Termini (Mp To Mp)

Acres of New Public R/W 0	Acres of New Private R/W 0	(Discuss the existing use of R/W to be acquired, plus adjacent land use, zoning, development plans, etc. on attached Environmental Summary Sheet)
Tribal Impact <input type="checkbox"/> Cultural <input type="checkbox"/> Archeological <input type="checkbox"/> Reservation <input checked="" type="checkbox"/> None		Public Interest Expected? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Air Quality <input checked="" type="checkbox"/> Attainment Area <input type="checkbox"/> Non-Attainment Area <input type="checkbox"/> CO <input type="checkbox"/> PM Exempt Project <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Type One Project (i.e., New Location, Substantial Alignment Change, Addition of a Through-Traffic Lane)		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Construction Impacts Requiring Special Provisions (Enter Details on Reverse Side)		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Program Year N/A		Design Year N/A
ADT	DHV	% Trucks
Posted Speed		Posted Speed
Distance of Nearest Noise Receptor to Centerline Existing Proposed N/A It is 35 feet to the school and 100 to the nearest house, but there is no noise		

Project Purpose and Benefits

Double mark (xx) only the item that best describes the Primary Reason for Proposing this Project

Single mark (x) all Other Relevant Items

- | | | |
|---|-------------------------------------|---|
| <input type="checkbox"/> Maintain/Improve User Operating Conditions | <input checked="" type="checkbox"/> | Enhance Accessibility for the Disabled/Safety |
| <input checked="" type="checkbox"/> Maintain/Improve Traffic Flow | <input checked="" type="checkbox"/> | Enhance Pedestrian Safety and/or Capacity |
| <input type="checkbox"/> Time Savings | <input checked="" type="checkbox"/> | Enhance Bicycle Safety and/or Capacity |
| <input type="checkbox"/> Increase Capacity | | Traffic Composition Enhancement (e.g., Truck Route, HOV Lane, Climbing Lane) |
| <input type="checkbox"/> Reduce Congestion | | Visual/Cultural Enhancement (e.g., Landscaping, Historic Preservation) |
| <input checked="" type="checkbox"/> Reduce Hazard(s) | | Environmental Enhancement (e.g., Air Quality, Noise Attenuation, Water Quality) |
| <input type="checkbox"/> Reduce Highway User Operating Costs | | Economic Prudence (e.g., Repair Less Expensive than Replacement, B/C Ratio) |
| <input type="checkbox"/> Other, List | | |

Check Any of the Following That Require Avoidance, Minimization, or Discussion (If Yes, describe in the Environmental Document or CE)

- | | | Yes | No | | | Yes | No |
|---|--------------------------|-----|----|---|--------------------------|-----|----|
| 1. Noise Criteria Impacts* | <input type="checkbox"/> | | X | 17. Threatened/Endangered Species* | <input type="checkbox"/> | | X |
| 2. Change in Access or Access Control | <input type="checkbox"/> | | X | <input type="checkbox"/> Listed <input type="checkbox"/> Proposed | <input type="checkbox"/> | | X |
| 3. Change in Travel Patterns | <input type="checkbox"/> | | X | 18. Air Quality Impacts | <input type="checkbox"/> | | X |
| 4. Neighborhood or Service Impacts | <input type="checkbox"/> | | X | 19. Inconsistent With Air Quality Plan | <input type="checkbox"/> | | X |
| 5. Economic Disruption | <input type="checkbox"/> | | X | <input type="checkbox"/> SIP <input type="checkbox"/> TIP | | | |
| 6. Inconsistent W/Local or State Planning | <input type="checkbox"/> | | X | 20. Stream Alteration/Encroachment** | <input type="checkbox"/> | | X |
| 7. Minorities, Low Income Populations | <input type="checkbox"/> | | X | <input type="checkbox"/> IWDR <input type="checkbox"/> F&G <input type="checkbox"/> COE (404) | | | |
| 8. Displacements* | <input type="checkbox"/> | | X | 21. Flood Plain Encroachment* | <input type="checkbox"/> | | X |

(ITD 0654 Rev. 1-08)

	Yes	No		Yes	No
9. Section 4(f) Lands-DOT Act 1966* (i.e., Public Parks/Rec Areas/Trails, Wildlife/Waterfowl Refuges, Wild or Scenic Rivers, Historic Sites/Bridges, Archaeological Resources	<input type="checkbox"/>	X	<input type="checkbox"/> Longitudinal <input type="checkbox"/> Traverse		
10. LWCF Recreation Areas/6(f) Lands*	<input type="checkbox"/>	X	22. Regulatory Floodway	<input type="checkbox"/>	X
11. Section 106-Nat. Hist. Preserv. Act*	<input type="checkbox"/>	X	<input type="checkbox"/> PE Cert. & FEMA Approval <input type="checkbox"/> Revision		
12. FAA Airspace Intrusion**	<input type="checkbox"/>	X	23. Navigable Waters**	<input type="checkbox"/>	X
13. Visual Impacts	<input type="checkbox"/>	X	<input type="checkbox"/> CG (Sec 9) <input type="checkbox"/> COE (Sec 10) <input type="checkbox"/> Dept. Lands		
14. Prime Farmland*, Parcel Splits	<input type="checkbox"/>	X	24. Wetlands*	<input type="checkbox"/>	X
15. Known/Suspected "Hazmat" Risks	<input type="checkbox"/>	X	<input type="checkbox"/> Jurisdictional** (404) <input type="checkbox"/> Non-Jurisdictional		
16. Wildlife/Fish Resources/Habitat**	<input type="checkbox"/>	X	25. Sole Source Aquifer	<input type="checkbox"/>	X
			<input type="checkbox"/> Exempt Project <input type="checkbox"/> Non-Exempt**		
			26. Water Quality, Runoff Impacts	<input type="checkbox"/>	X
			27. NPDES-General Permit	<input type="checkbox"/>	X

(If no, complete sediment-erosion control plan)

*If yes to these items, supplemental reports or documentation are required (e.g., Relocation Report; Wetlands Determination/Finding; Fish and Wildlife Species List Update; SCS Form AD-1006, *Biological Assessment*, etc.)

**If yes to these items, a letter of input is required from the appropriate agency.

Recommendation

<input checked="" type="checkbox"/> A. The project does not individually or cumulatively have a significant adverse effect on the human environment (Categorical Exclusion) <input checked="" type="checkbox"/> 23 CFR 771.117(c), i.e., Special and Programmatic <input type="checkbox"/> 23 CFR 771.117(d), i.e., FHWA Approval
<input type="checkbox"/> B. There is insufficient information to support A above or no precedent exists. (Environmental Assessment)
<input type="checkbox"/> C. The project will result in a significant effect on the human environment. (Environmental Impact Statement)

Prepared By (Consultant, District Environmental Planner, or LHTAC Signature*) <i>Andrew Sobel, City Engineer</i>	Date 3/30/09
Reviewed By (District Environmental Planner, Project Development Engineer, or LHTAC Signature*) <i>Jandra Kaskell</i>	Date 3/30/09 <i>4/2/09</i>

***One Signature by an ITD Planner and one by an ITD Engineer or Consultant**

Construction Impacts Requiring Special Provisions None



Project Description (If not attached) Installation of flashing lights at two schools to remind traffic to go twenty miles an hour when children are present. Also installation of signs near schools to direct parents dropping of kids.

(ITD 0654 Rev. 1-08)

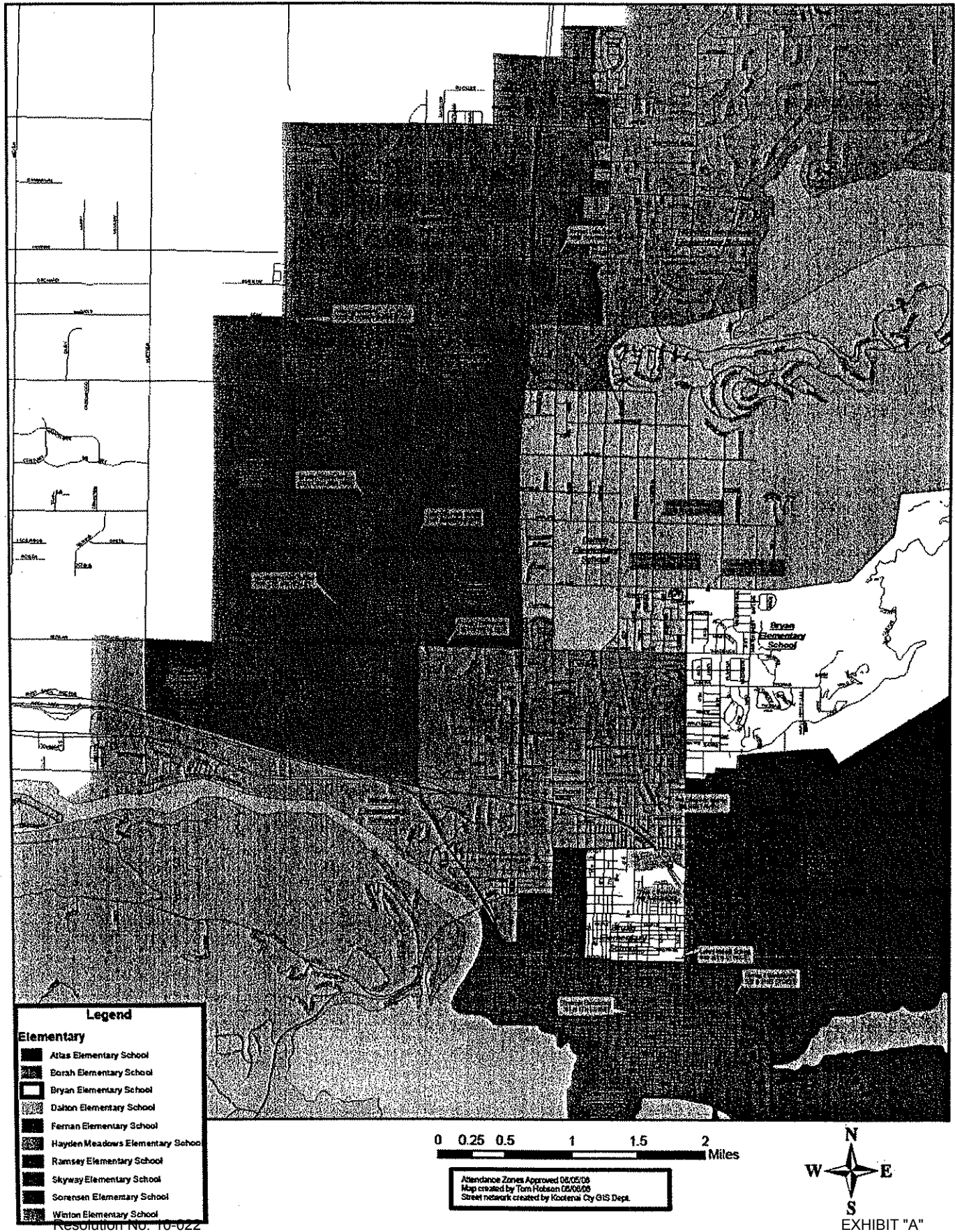
Safe Routes To School (SR2S) Project Concept Report

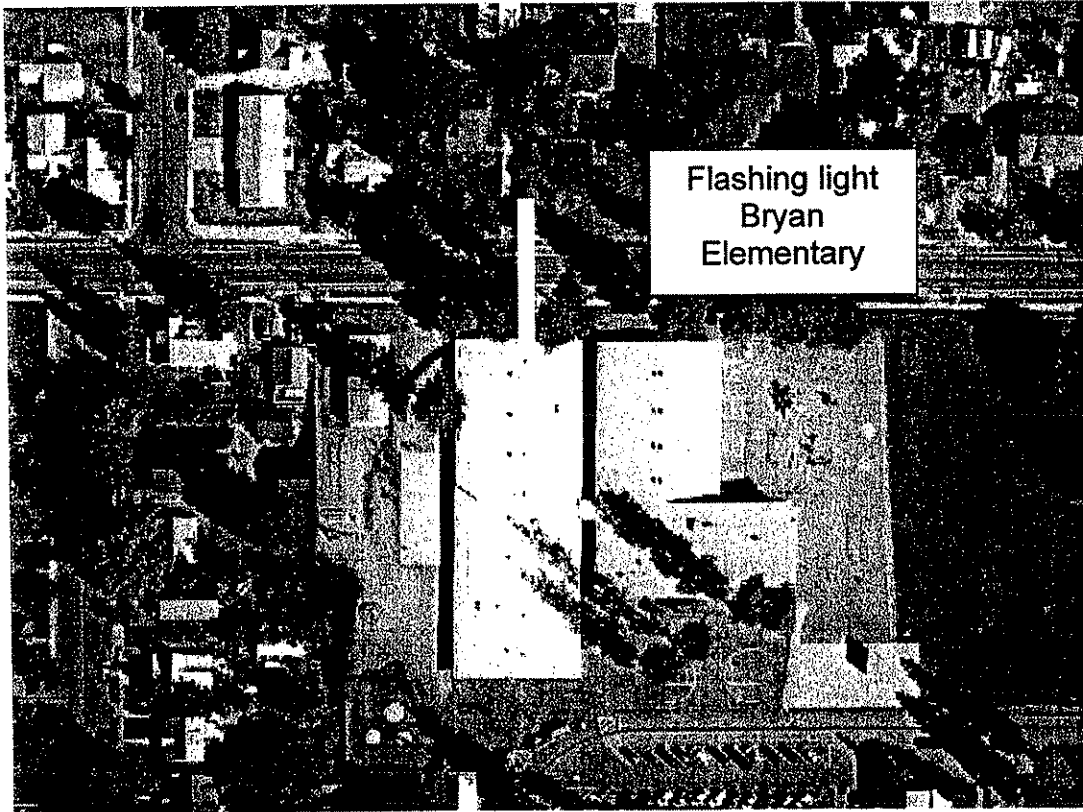


See instructions on page 2, or click on [Go to Instructions](#)

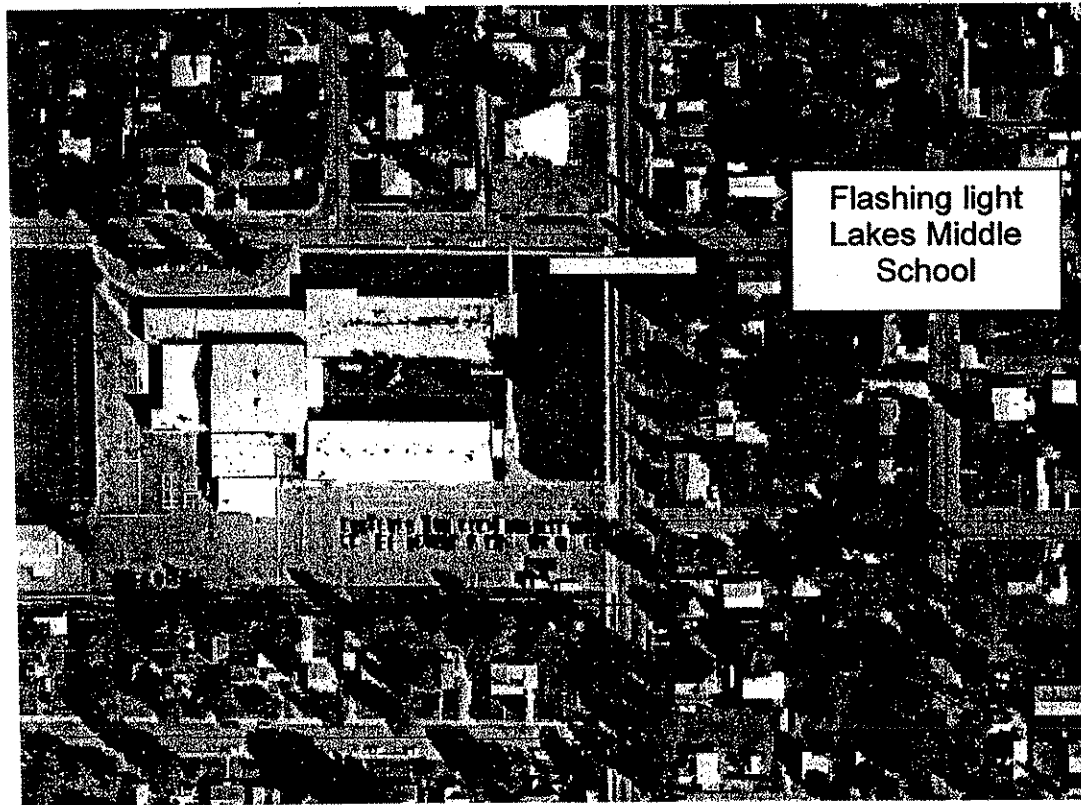
1. Project Title Coeur d'Alene SR2S 2011 grant		Location City street	
Located on National Highway System <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Impacts Roadway Prism (see instructions) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
2. Proposed SR2S Improvements			
<input type="checkbox"/> Separated Pathway		<input type="checkbox"/> Sidewalks	
<input type="checkbox"/> Part of Road Widening		<input type="checkbox"/> Curb and Gutter	
<input type="checkbox"/> Drainage		<input checked="" type="checkbox"/> Other (describe) <u>Flashing lights & Signs</u>	
3. Right-of-Way is Established (if No, see instructions)		4. Maps (attach as appropriate)	
a. ITD Ownership <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		X a. Vicinity Map	
b. Private Ownership <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<input type="checkbox"/> b. Signage	
c. Local Governmental Ownership <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> c. Historic District	
5. Standards <input checked="" type="checkbox"/> AASHTO <input type="checkbox"/> ITD <input type="checkbox"/> Idaho State Public Works Construction (ISPWC)			
<input checked="" type="checkbox"/> MUTCD			
<input type="checkbox"/> Local (meets ISPWC minimum) <input type="checkbox"/> Other (specify) <u> </u>			
6. Proposed Work – check appropriate activities (Note: ADA work items listed separately in Part 8, below)			
<input type="checkbox"/> Excavation	<input type="checkbox"/> Bike Lanes	<input type="checkbox"/> Curb and Gutter	<input type="checkbox"/> Sidewalk
<input type="checkbox"/> Drainage	<input type="checkbox"/> Utilities (move/modify)	<input type="checkbox"/> Base	<input type="checkbox"/> Bridge
<input type="checkbox"/> Guard Rails	<input type="checkbox"/> Fence	<input type="checkbox"/> Bike Racks	<input type="checkbox"/> Benches
<input checked="" type="checkbox"/> Other (specify) <u>Flashing Lights and signage</u>			
7. Canal and/or Railroad Right-of-Way is Impacted <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
If Yes, attach site plans (including narrative) and/or indicate when plans and agreements will be available _____			
8. Americans With Disabilities Act (ADA) Improvements Planned <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
If Yes, provide site plans indicating location and graphics.			
If No, explain: <u>There will be an ADA ramp installed, but with city money on a different project.</u>			
9. Signatures and Concept Report			
ITD SR2S District Contact Name (Printed)	Signature	Date	
Greg Brands		3/30/09	4/2/09
Sponsor's Name (Printed)	Signature	Date	
Gordon Dobler		3/30/09	
Concept Report Narrative (200 words or less)			
Installing flashing lights and directional signage.			

SD271 Elementary School Attendance Zones





Flashing light
Bryan
Elementary



Flashing light
Lakes Middle
School



Coeur d'Alene Police

Protect and Serve

3818 SCHREIBER WAY
COEUR D'ALENE, IDAHO 83815
208/769-2308 – FAX 208/769-2212
www.cdapolicy.org

March 31, 2009

Kirsten Pomerantz
Program Coordinator
Coeur d'Alene Safe
Routes to School
721 W. Garden Ave.
Coeur d'Alene, ID 83814

RE: Letter of Support for Coeur d'Alene Safe Routes to School

Dear Kirsten:

The Coeur d'Alene Police Department is pleased to continue its partnership with the Coeur d'Alene Safe Routes to School program and has great hopes of providing some of the following benefits to the 2009-2010 SR2S program:

- Membership on the SR2S Leadership Committee
- Targeted enforcement for events such as the October 8th Walk-to-School Day
- Education support through bike rodeos and school-site School Resource Officers (SROs)
- Promotion of SR2S activities as they fit with police department activities.

We look forward to working together with your program this year to improve the health and safety of Coeur d'Alene's children.

Sincerely,

Wayne M. Longo
Chief of Police

WML:nac



School District 271

DISTRICT ADMINISTRATIVE CENTER
311 N. 10th Street, Coeur d'Alene, Idaho 83814-4299

OFFICE (208) 664-8241
FAX (208) 664-1748
www.cdaschools.org

Program Coordinator
CDA Safe Routes to School
721 W. Garden Ave.
Coeur d'Alene, ID 83814

To Whom It May Concern:

The Coeur d'Alene School District is pleased to continue working as a sponsor agency with the Coeur d'Alene Safe Routes to School program (CDA SR2S). This program assists with infrastructure and non-infrastructure projects that benefit both our elementary and middle school children in grades K-8. We are excited to have the opportunity to provide and/or achieve the following goals with the help of CDA SR2S grant:

- Organize activities and events to encourage walking and bicycling
- Identify preferred/safest routes to the school
- Improve the environment around the school to encourage walking and bicycling
- Expand the school's curriculum to include pedestrian and bicycle safety and education programs for students and parents
- Create safe environment for students walking or bicycling to school

Thank you for allowing us to be the sponsoring agency in our area. We hope to continue this partnership for years to come.

Sincerely yours,

A handwritten signature in cursive script that reads "Hazel E. Bauman".

Hazel Bauman, Superintendent
Coeur d'Alene School District



2003 Lincoln Way
Coeur d'Alene, Idaho 83814
208.666.2000 tel
www.kootenaihealth.org

March 31, 2009

It is with great pride that I write this letter in support of the Safe Routes to School program in Kootenai County, most specifically in Coeur d'Alene School District #271.

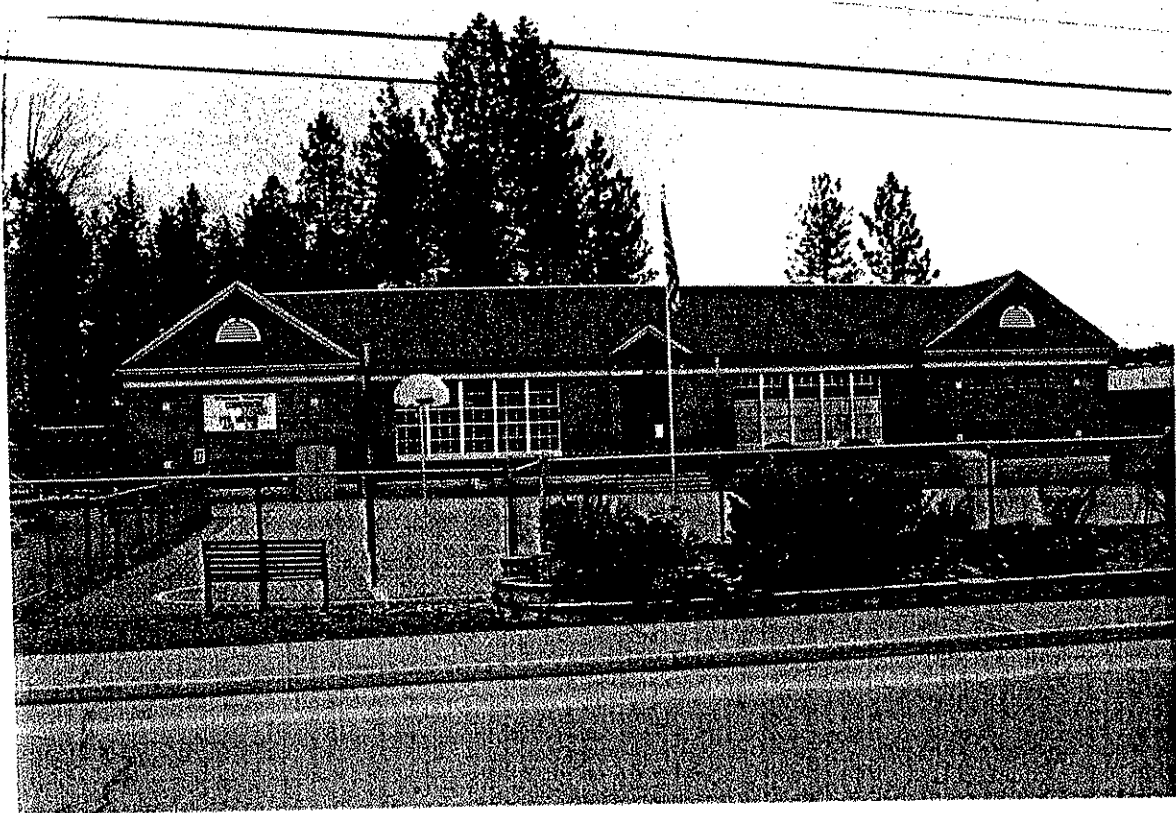
Kootenai Health is the lead agency of Safe Kids Kootenai County. Our local Safe Kids coalition is dedicated to preventing accidental death and injury of children ages 14 and younger. We are only able to tackle this mission by collaborating with other youth and civic minded organizations and groups. We believe that the Safe Routes to School program fits into this mission perfectly. By tackling issues such as decreasing traffic congestion, improving health and decreasing childhood obesity, increasing physical activity, improving air quality, and increasing community access and safety, we believe that this collaboration will result in a safer environment for our youth.

Sincerely,

A handwritten signature in cursive script that reads "Nielsen".

Sarah Nielsen
Volunteer Services & Community Outreach Manager
Safe Kids Kootenai County Coordinator
(208) 666-2511

Winton Elementary



Travel Plan 2009-2010

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Introduction

Purpose of This Travel Plan

Describe what your school is trying to achieve through this School Travel Plan in general terms. The objectives must relate to the issues identified later in this document.

- To reduce car use for travel to school
- To increase walking and cycling to school
- To improve safety on the journey to school

School Description

Describe your school.

- Winton Elementary is located at 920 Lacrosse Ave, Coeur d'Alene, Idaho. Map is attached
- Winton is a public elementary school in the Coeur d'Alene School District #271. This school includes grades K-5.
- 312 students
- 57% receive free or reduced lunch
- The school employs 22 certified teachers and 23 support staff.
- School starts at 8:40 a.m. and ends at 3:15 p.m. for grades 1-5. Morning kindergarten begins at 8:40 a.m. and ends at 11:45 a.m. Afternoon kindergarten begins at 12:15 p.m. and ends at 3:15 p.m.
- Before-school or after-school activities include School Plus (before and after school childcare for grades K-5), Special Choir, Marimbas, various school clubs and educational classes

Research

Community Involvement

Indicate how you sought the opinions and ideas of groups who are directly affected by the barriers and actions identified in your School Travel Plan.

Winton's first meeting with Coeur d'Alene's Safe Routes to School Committee was on March 5th, 2009. We learned what SR2S was and how it can help Winton.

After that meeting, the Winton SR2S committee member met with Principal Kristin Gorringer. We discussed how we would like the CDA SR2S committee to help us. We drove the neighborhood around Winton and identified some safety concerns.

Since the meeting with Principal Gorringer, we developed surveys for Winton's parents and teachers. These will be sent home the first week of April, 2009 (*Please see attached*). We will also be looking for additional committee members through school newsletters, PTA meetings and teacher meetings.

School Survey Results

Report the results of the first school survey.

To be determined. The survey is being sent the first week of April, 2009.

Barriers

Based on your research, describe barriers to walking or bicycling that currently exist in the school vicinity. Include a list or map of the following:

During the first meeting with Principal Gorringer, we identified the following barriers:

- The lack of a sidewalk along the east side of Lincoln Way between Walnut and Harrison.
 - We have students that live in an apartment complex along this stretch that need to be bussed because of this safety issue.
- The city has no complete streets plan.
 - Traffic congestion before and after school is a problem because of the lack of parking. This is made worse in the winter because of snow.
- Most students live across the river. This is a distance that is too far to walk or bike.
- Lack of parental enthusiasm to have their kids walk or bike to school.
- With budget cuts we risk losing our paid crossing guards.

****The parent and teacher surveys should provide additional barriers.**

Action Plan

Targets for Our Travel Plan

Describe the targets that you hope to achieve with this travel plan.

- To reduce car use by 5% per year as measured by spring surveys.
- To increase the percentage of students walking to school by 10% after one year as measured by spring surveys.
- To provide fall and spring walking and biking to school events. These will provide encouragement and increase education on safety and the health values of biking and walking.

Current Achievements

Describe policies or measures already in place to promote safe travel and encourage walking, bicycling, bus use or carpooling.

- Education presentations on bike safety and the health benefits of biking and walking.
- School crossing guards are located on busy intersections to increase safety.

Action Plan (continued)

List the specific actions you will take to achieve your goals and targets. Include any publicity measures, school policies, curriculum activities, road safety training, Safe Routes to School initiatives (e.g., Walking School Bus), Safe Routes to School events (i.e., Walk to School Day), or on-site infrastructure. State roles and responsibilities of the various parties involved (e.g., students, parents, principal, school staff, local community, police, etc.).

What is to be done	Who is responsible	Cost	Funding Source	Timescale for completion
Action required to deliver the plan's objectives and targets.	Named individual	Estimate where unknown	e.g., school funds, SR2S grant, etc.	Month and year
Increase the availability of sidewalks for students to travel to and from school.	City, school district through Safe Routes grants	\$100,000	City and SR2S grants	TBD
Improve student access to schools by providing crossings at major streets	City street supervisors and school district		City, SR2S grants, school district	TBD
Sponsor events at Winton to encourage and educate students about biking and walking	Winton, SR2S, Safe Kids of Kootenai County	\$1000	Winton, SR2S	May 2009, ongoing
Train crossing guards in proper crossing methods, hazards and protocol. Provide adequate crossing markers.	TBD	\$1000	School district, SR2S	Annually each fall
Provide safe storage of bikes at Winton: additional bike racks	Winton, SR2S	\$1500	SR2S grants	August 2009
Other actions to be determined after survey results				

Monitoring and Review

Monitoring Process

Describe how you will monitor the effectiveness of the School Travel Plan.

Each spring a survey of students and parents will be completed to identify the number of students who bus, walk, bicycle or are dropped off by an adult.

In addition, a more thorough student, parent and teacher survey will be completed annually to identify attitudes and hazards or barriers to bicycling and walking in the community.

The Winton SR2S committee will oversee the survey administration and compilation of results.

Results of the surveys will be reported to the community through the district website and Winton newsletters in conjunction with information about school Safe Routes events.

Review Process

Describe how you will review and update the Travel Plan.

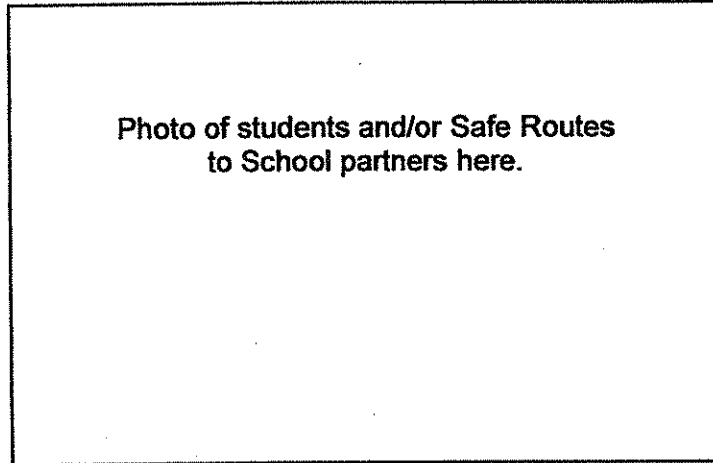
The Plan should be subject to a full review prior to each SR2S grant cycle. The next full review is in the spring of 2010.

The Winton School Travel Plan is considered a living document. Measures may be implemented or existing ones modified periodically to suit the changing circumstances of the school. The Winton SR2S committee will conduct this.

Each review will consider student travel needs arising from new developments in education and transportation.

Travel Plan Agreement

We support the content of our School Travel Plan.



Name

Position

Signature

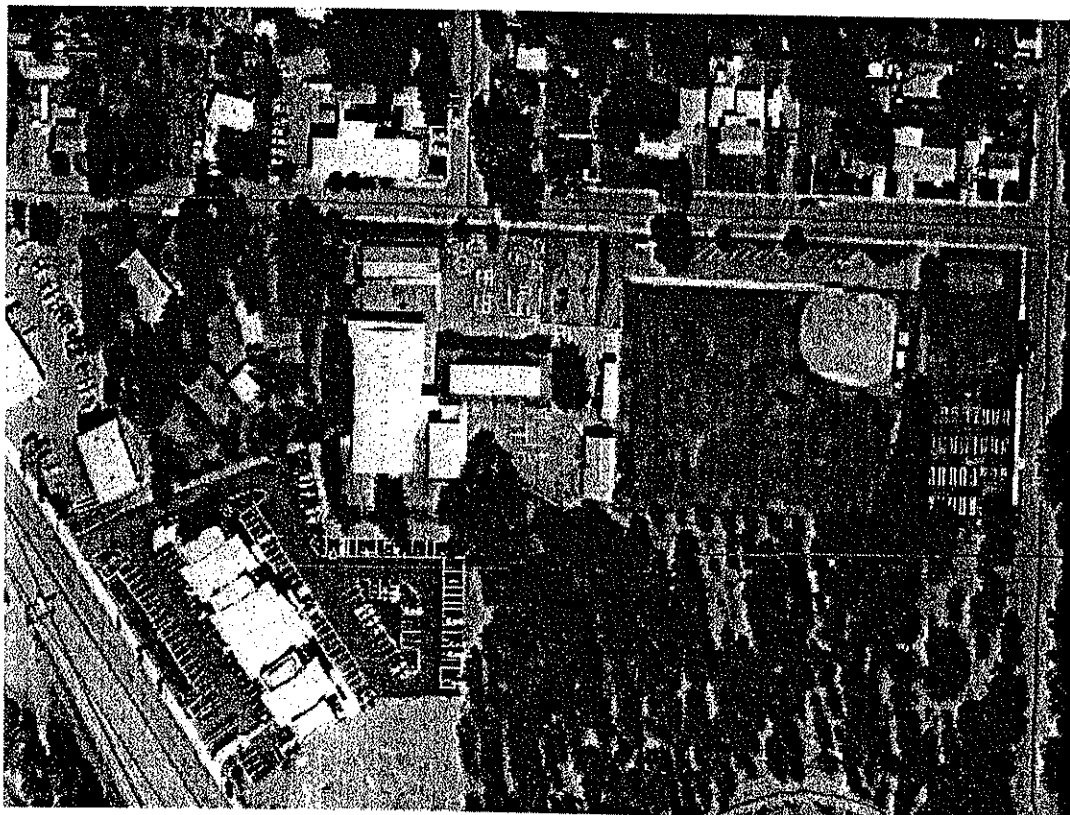
Kristin Gorrige

Principal

Shauna Spellman

PTA President

Aerial Map



Safe Routes to School "SR2S" Parent Survey

SR2S is a program that works to provide children a safe, healthy alternative to riding bus or being driven to school. This survey will help us determine how the program can help Winton. **PLEASE take the time to complete it and return it to school in a timely fashion! Thank You!**

1. How does your child primarily get to school?

- bus
- ride bicycle
- walk
- private car

2. Is there a secondary method of getting to school?

yes no

If yes,

- bus
- ride bicycle
- walk
- private car

3. Distance from school that you live

- less than 1 mile
- 1 – 3 miles
- 4 – 5 miles
- greater than 5 miles

4. Barriers to walking to school (check all that apply)

- distance
- safety

List safety concerns _____

5. Barrier to bicycling to school (check all that apply)

- no bike
- distance
- safety

List concerns _____

6. Please list any concerns or ideas you have for the SR2S committee. Consider the areas of education, encouragement, enforcement, engineering and evaluation in regards to walking and bicycling.

If you are interested in participating in the committee, please list your name, phone # and child's name.

Safe Routes to School "SR2S" Teacher Survey

SR2S is a program that works to provide children a safe, healthy alternative to riding the bus or being driven to school. This survey will help us to determine how the program can help Winton. Please complete and return to the PTA box. THANKS!

1. Please list barriers that may keep kids from walking to school:

From bicycling to school:

2. Please list any structural/environmental/behavioral concerns that may keep kids from walking or bicycling to school: ie – bike rack, bullying, sidewalks
3. Would you be willing to be part of the Winton SR2S committee?
Commitment would include meeting every 2-3 months, brainstorming, planning special events, etc? If yes, please list name.

EXHIBIT B
Non-Discrimination Agreement for Local Public Agencies

Title VI Program

Organization and Staffing

Pursuant to 23 CFR 200, the City of Coeur d'Alene has designated a Title VI Coordinator who is responsible for monitoring practices, procedures, policies, and documents for compliance with Title VI. This individual is the designated liaison for Title VI program activities and for coordinating compliance monitoring with the Idaho Transportation Department Equal Employment Opportunity Office.

Assurances

49 CFR Part 21.7

The Sponsor hereby gives assurances:

1. That no person shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the Sponsor regardless of whether those programs and activities are Federally funded or not. The Federal-aid Highway Transportation Act of 1973 added sex to the list of prohibitive factors. Disability was added through Section 504 of the Rehabilitation Act of 1973. Age was subsequently added in 1975 under the Age Discrimination Act. Minority populations and low-income populations were added by Presidential Executive Order 12898. Limited English proficient persons were added by Presidential Executive Order 13166. Activities and programs which the Sponsor hereby agrees to carry out in compliance with Title VI and these related statutes include, but are not limited to:
 - List all major Transportation programs and activities of the Sponsor and Title VI responsibilities for each one of them (label Attachment 2).
2. That it will promptly take any measures necessary to effectuate this agreement.
3. That each Transportation program, activity, and facility (i.e. lands change to roadways, park and ride lots etc.) as defined at 49 CFR 21.23(b) and (e), and the Civil Rights Restoration Act of 1987 will be (with regard to a program or activity) conducted, or will be (with regard to a facility) operated in compliance with the nondiscriminatory requirements imposed by, or pursuant to, this agreement.
4. That these assurances are given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Sponsor by the Idaho Transportation Department (ITD) under the Federally-Funded Program and is binding on it, other recipients, subgrantees, contractors, sub-contractors, transferees, successors in interest and other participants. The person or persons whose signatures appear below are authorized to sign these assurances on behalf of the Sponsor.
5. That the Sponsor shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all Federally-Funded programs and, in adapted form all proposals for negotiated agreements: *The (Sponsor), in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.*

6. That the Sponsor shall insert the clauses of Attachment 1 of this Agreement in every contract subject to the Act and the Regulations.
7. That the Sponsor shall insert the clauses of Attachment 2 of this Agreement, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
8. The Sponsor agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this agreement.

Implementation Procedures

This agreement shall serve as the Sponsor's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this agreement, "Federal Assistance" shall include:

1. grants and loans of Federal funds,
2. the grant or donation of Federal property and interest in property,
3. the detail of Federal personnel,
4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the Sponsor, or in recognition of the public interest to be served by such sale or lease to the Sponsor, and
5. any Federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

The Sponsor shall:

1. Issue a policy statement, signed by the Sponsor's authorized representative, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Sponsor's organization and to the general public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by ITD or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this agreement. The Sponsor's authorized representative shall be held responsible for implementing Title VI requirements.
3. Designate a Title VI Coordinator who has a responsible position in the organization and easy access to the Sponsor's authorized representative. The Title VI Coordinator shall be responsible for initiating and monitoring Title VI activities and preparing required reports.
4. The Title VI Coordinator shall adequately implement the civil rights requirements.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, national origin or sex, the nature of the complaint, the date the complaint was filed, the date the investigation was completed, the disposition, the date of the disposition, and other pertinent information. A copy of the complaint, together with a copy of the Sponsor's report of investigation, will be forwarded to ITD's EEO Office – External Programs within 10 days of the date the complaint was received by the Sponsor.

6. Collect statistical data (race, color, national origin, sex) of participants in, and beneficiaries of the Transportation programs and activities conducted by the Sponsor.
7. Conduct Title VI reviews of the Sponsor and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.
8. Attend training programs on Title VI and related statutes conducted by ITD's EEO Office.
9. Prepare a yearly report of Title VI accomplishments for the last year and goals for the next year. This report is due one year from the date of approval of the Non-Discrimination Agreement and then annually on the same date.

a) Annual Work Plan

Outline Title VI monitoring and review activities planned for the coming year; state by which each activity will be accomplished and target date for completion.

b) Accomplishment Report

List major accomplishments made regarding Title VI activities. Include instances where Title VI issues were identified and discrimination was prevented. Indicate activities and efforts the Title VI Coordinator and program area personnel have undertaken in monitoring Title VI. Include a description of the scope and conclusions of any special reviews (internal or external) conducted by the Title VI Coordinator. List any major problem(s) identified and corrective action taken. Include a summary and status report on any Title VI complaints filed with the Sponsor.

Discrimination Complaint Procedure

Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the Sponsor. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the Sponsor's Title VI Coordinator for review and action.

In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:

- a) The date of alleged act of discrimination; or
- b) Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the Sponsor or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the Sponsor, the person shall be interviewed by the Title VI Coordinator. If necessary, the Title VI Coordinator will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the Sponsor's investigative procedures.

Within 10 days, the Title VI Coordinator will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as ITD and USDOT.

The Sponsor will advise ITD within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to ITD:

- a) Name, address, and phone number of the complainant.
- b) Name(s) and address(es) of alleged discriminating official(s).
- c) Basis of complaint (i.e., race, color, national origin or sex)
- d) Date of alleged discriminatory act(s).
- e) Date of complaint received by the Sponsor.
- f) A statement of the complaint.
- g) Other agencies (state, local or Federal) where the complaint has been filed.
- h) An explanation of the actions the Sponsor has taken or proposed to resolve the issue raised in the complaint.

Within 60 days, the Title VI Coordinator will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the Sponsor's authorized representative. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.

Within 90 days of receipt of the complaint, the Sponsor's authorized representative will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with ITD, or USDOT, if they are dissatisfied with the final decision rendered by the Sponsor. The Title VI Coordinator will also provide ITD with a copy of this decision and summary of findings upon completion of the investigation.

Contacts for the different Title VI administrative jurisdictions are as follows:

Idaho Transportation Department
Equal Employment Opportunity Office – External Programs
Karen Sparkman, EEO Manager
PO Box 7149
Boise, ID 83707-1129
208-334-8852

Federal Highway Administration
Idaho Division Office
3050 Lakeharbor Lane, Suite 126
Boise, ID 83703
208-334-9180

Sanctions

In the event the Sponsor fails or refuses to comply with the terms of this agreement, the ITD may take any or all of the following actions:

1. Cancel, terminate, or suspend this agreement in whole or in part;
2. Refrain from extending any further assistance to the Sponsor under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Sponsor.
3. Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the Sponsor.;
4. Refer the case to the Department of Justice for appropriate legal proceedings.

Attachment 1

This Attachment is to be inserted in every contract subject to Title VI of the Civil Rights Act of 1964 and associated Regulations.

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to ITD or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance

In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part

Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request ITD enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

Attachment 2

The following clauses shall be included in any and all deeds affecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

GRANTING CLAUSE

NOW THEREFORE, Department of Transportation, as authorized by law, and upon the condition that the state of Idaho will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways and the policies and procedures prescribed by the United States Department of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally assisted programs of the Department of Transportation ITD (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252: 42 USC 2000d to 2000d - 4) does hereby remise, release, quitclaim, and convey unto the state of Idaho all the right, title, and interest of the Department of Transportation in and to said land described in Exhibit A attached hereto and made a part thereof.

HABENDUM CLAUSE

TO HAVE AND TO HOLD said lands and interests therein unto the state of Idaho, and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which the federal financial assistance is extended or for another purpose involving the provisions of similar services or benefits and shall be binding on the state of Idaho, its successors, and assigns.

The state of Idaho, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (,)(and)* (2) that the state of Idaho, shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-discrimination of federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (,) and (3) that in the event of breach of any of the above mentioned non-discrimination conditions, the department shall have a right to reenter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.¹

¹ Reverter Clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

RESOLUTION NO. 10-023

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN AGREEMENT FOR FY 11 SAFE ROUTES TO SCHOOL PROJECT NO. A012(021), WITH IDAHO TRANSPORTATION DEPARTMENT (ITD).

WHEREAS, the Public Works Committee of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into an Agreement with ITD, for SR2S Project No. A012(021) pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "A" and by reference made a part hereof; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to enter into such agreement; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into an Agreement in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and they are hereby authorized to execute such agreement on behalf of the City.

DATED this 15TH day of June, 2010.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

Motion by _____, Seconded by _____, to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER BRUNING Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.

**STATE/LOCAL AGREEMENT
FY 11 SAFE ROUTES TO SCHOOL
PROJECT NO. A012(021)
COEUR D'ALENE SCHOOLS
KEY NO. 12021**

PARTIES

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the IDAHO TRANSPORTATION DEPARTMENT, hereafter called the State and the CITY OF COEUR D'ALENE, hereafter called the Sponsor.

PURPOSE

The Sponsor has requested funding under the Safe Routes to School (SR2S) Program to provide infrastructure and non-infrastructure projects that benefit elementary and middle school children in grades K-8 as detailed in the project Application. A copy of the project Application is attached as Exhibit A. The purpose of this Agreement is to set out the terms and conditions necessary to obtain Federal-aid participation in the work.

NOTE: Local Agencies should refer to the SR2S Project Development Manual for information regarding administration of the Safe Routes to School projects.

Authority for this Agreement is established by Section 40-317 of the Idaho Code.

I. NON-INFRASTRUCTURE ACTIVITIES

1. The total funds available for non-infrastructure activities identified in Exhibit A is \$12,500.
2. The State's contact for non-infrastructure activities is as follows:

Jo O'Connor
Safe Routes to School Coordinator
Office of Highway Operations and Safety
Idaho Transportation Department
PO Box 7129,
Boise ID 83707-1129
Telephone: 208-334-4475
Fax: 208-334-4440
e-mail: JOConnor@itd.idaho.gov

THE STATE SHALL:

3. Enter into an Agreement with the Federal Highway Administration covering the federal government's pro rata share of costs of the non-infrastructure activities, up to the Federal-aid maximum identified in Section I, Paragraph 1. above.
4. Through its Safe Routes to School Coordinator, will provide guidance and support to the Sponsor in development of the non-infrastructure portion of this project.
5. Upon receipt of appropriate documentation showing expenditure of funds for the non-infrastructure portion of this project, reimburse the Sponsor up to the Federal-aid maximum identified in Section I, Paragraph 1. above.

THE SPONSOR SHALL:

6. Develop the non-infrastructure activities as detailed in Exhibit A. Upon official notification to proceed, undertake the following items numbered 7-13 to maintain compliance.
7. Seek the written approval of the Safe Routes to School Coordinator before making all non-infrastructure purchases, acquiring services, awarding stipends, or purchasing incidentals, and provide details of all prizes and stipends awarded.
8. Distribute and submit Parent Survey's and Student Tallies on the National Center for Safe Routes To School (NCSRTS) survey forms twice during the school year, for each year of the project following directions in the SR2S Project Manual. Failure to submit surveys could result in termination of the project.
9. Make timely payment of all invoices and provide to the State, along with allowable invoices, receipts and copies of checks as proof of payment of same. The State will reimburse the Sponsor for eligible expenses, up to the Federal-aid maximum identified in Section I, Paragraph 1. above. The Sponsor shall be responsible for all costs of the project that exceed the Federal-aid maximum.
10. Submit progress reports on the dates specified by the Safe Routes to School Coordinator on the form provided by the State. Failure to submit progress reports could result in termination of the project.
11. Upon completion of the project, the Sponsor will provide a final report. The deadline for completion of the non-infrastructure work is two (2) years from the date of this signed Agreement. The final report and invoice shall be received by the State no later than sixty days following the completion date.
12. Failure to submit progress, final reports, and NCSRTS surveys will jeopardize reimbursement.

13. Maintain all project records, including source documentation for all expenditures and in-kind contributions, for a period of three (3) years from the date of final cost accounting. If any litigation, claim, negotiation, or audit has been started before expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues that arise from it.

II. INFRASTRUCTURE ACTIVITIES N/A

1. The total funds available for infrastructure activities identified in Exhibit A is \$-0-.
2. The deadline for completion of all infrastructure activities is two years from the date of execution of this Agreement.
3. Contact information for infrastructure activities is as follows:

District SR2S Contact: N/A

Sponsor Contact: N/A

THE SPONSOR SHALL:

4. At its own cost, provide for the design of the project. Projects shall be designed to an approved standard following guidelines contained in the most recent version of the SR2S Project Development Manual available at www.itd.idaho.gov/SR2S.
5. The Sponsor shall submit completed project development packages following the steps outlined in the SR2S Project Development Manual to ITD by October 1 of the fiscal year in which the project was awarded as reflected in the title of this contract. Failure to comply could jeopardize funding for the project.
6. Bid advertisements must take place within thirty (30) days of receipt of the State's authorization of such advertisements and follow the required bid procedures as outlined in the SR2S Project Manual. The Sponsor will submit all bids received to the State. The State will provide approval prior to award of the contract. Failure to advertise the project for bids within 30 days may jeopardize funding for the project.
7. During construction of the project the Sponsor shall follow the guidelines in the SR2S Project Development Manual for construction, inspection diaries, and support to the State Resident Engineer in the administration of the contract on this project. The Sponsor shall prepare all monthly and final contract estimates and change orders, and submit to the

State for their approval. During the life of the construction contract, prior approval of the State will be obtained if it is necessary to deviate from the plans and specifications to such a degree that the scope of project and/or required work is significantly changed.

8. Provide for materials testing on the project. Reference the SR2S Project Development Manual for guidelines and requirements.
9. Be responsible for the selection and maintenance of all traffic control devices in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by the State.
10. At no cost to the federal-share, cause to be replaced to original, equal or better condition any existing pavement, regulatory signs, and other items damaged as a result of the contractor's operation, except as hereafter stated as obligations of the State.
11. Make timely payment of all invoices and provide to the State allowable invoices and receipts showing payment of same. The State will reimburse the Sponsor for eligible expenses, up to the Federal-aid maximum identified in Section II, Paragraph 1. above. The Sponsor shall be responsible for all costs of the project that exceed the Federal-aid maximum. Reference the SR2S Project Development Manual for additional information.
12. Maintain all project records, including source documentation for all expenditures and in-kind contributions, for a period of three (3) years from the date of final cost accounting. If any litigation, claim, negotiation, or audit has been started before expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues that arise from it.
13. Maintain the project upon completion to the satisfaction of the State. Failure to maintain the project in a satisfactory manner will jeopardize the future allotment of federal-aid highway funds for projects within the Sponsor's jurisdiction.
14. Comply with Exhibit B, Non-Discrimination Agreement for Local Public Agencies, attached hereto and made a part hereof. By this agreement the Sponsor agrees to comply with and be bound to the Civil Rights provisions of Title VI of the Federal Code and to generally insert those provisions in all contracts that it enters into that are federally funded on this project. If property acquired for this project with Federal financial assistance is transferred, the recipient of the property will be subject to Appendix A if the property is used for the same purpose it was originally acquired or for another purpose involving similar services or benefits to the general public. Sponsor should contact the State prior to disposing of any property acquired under this agreement..
15. Comply with all other applicable State and Federal regulations.

16. Indemnify, save harmless and defend regardless of outcome the State from the expenses of and against suits, actions, claims or losses of every kind, nature and description, including costs, expenses and attorney fees that may be incurred by reason of any act or omission, neglect or misconduct of the Sponsor or its consultant in the design, construction and maintenance of the work which is the subject of this Agreement. The Sponsor shall defend and indemnify the State and its employees for all claims and losses arising out of the State's duty of supervision and inspection of the project.

THE STATE SHALL:

17. Enter into an Agreement with the Federal Highway Administration covering the federal government's pro rata share of construction costs, up to the Federal-aid maximum identified in Section II, Paragraph 1. above.
18. Review and approve the project plans, specifications, and rights-of-way certifications, and provide the appropriate environmental clearance.
19. Review and approve bidding documents for conformance to bidding requirements prior to advertisement.
20. Review and approve bids, and provide Sponsor with official authorization to award the contract.
21. Authorize the Sponsor to administer the project and make any necessary changes and decisions within the general scope of the plans and specifications. ITD will review and approve any local procedures prior to executing this agreement.
22. Designate personnel, as the State deems necessary, to review construction in accordance with the plans, specifications and estimates in the manner required by applicable state and federal regulations. The State will review and approve change orders submitted by the Sponsor, and conduct a final inspection and acceptance of the project when completed. The project acceptance shall be made by the ITD District Engineer or their designee.
23. Upon receipt of appropriate documentation showing expenditure of funds for infrastructure work on this project, the State will reimburse the Sponsor up to the Federal-aid maximum identified in Section II, Paragraph 1. above.
24. Maintain complete accounts of all project funds received and disbursed, which accounting will determine the final project costs.
25. Cooperate with the Sponsor in selection and designation of suitable construction traffic control during project construction in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by the State.

26. All information, regulatory and warning signs, pavement or other markings, traffic signals required, the cost of which is not provided for in the plans and estimates, must be erected at the sole expense of the Sponsor upon the completion of the project.
27. The location, form and character of all signs, markings and signals installed on the project, initially or in the future, shall be in conformity with the Manual of Uniform Traffic Control Devices as adopted by the State.

BOTH PARTIES AGREE AS FOLLOWS:

1. This Agreement is entered into for the purpose of complying with certain provisions of the Federal-Aid Highway Act, in obtaining federal participation in the design and construction of the project. Federal participation in the costs of the project will be governed by the applicable sections of Title 23, U.S. Code (Highways) and rules and regulations prescribed or promulgated by the Federal Highway Administration.
2. Federal participation is contingent upon ultimate completion of the project. If for any reason the project is removed from the program without being completed, then the Sponsor shall be responsible for One Hundred Percent (100%) of all project costs, and shall pay back to the State all costs previously reimbursed.
3. Sufficient Appropriation. It is understood and agreed that the State is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The State reserves the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the State to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.
4. This Agreement shall become effective on the first day mentioned above, and shall remain in full force and effect until amended or replaced upon mutual consent of the State and the Sponsor.

(This space intentionally left blank)

EXECUTION

This Agreement is executed for the State by its Assistant Chief Engineer (Development), and executed for the Sponsor by its Coordinator.

IDAHO TRANSPORTATION DEPARTMENT

APPROVED BY:

Assistant Chief Engineer
(Development)

Approved as to form:
Tim Thomas
Deputy Attorney General
March 3, 2010

RECOMMENDED BY:

Roadway Design Engineer

ATTEST:

CITY OF COEUR D'ALENE

City Clerk

Mayor

(SEAL)

By regular/special meeting
on _____.

hm: 12021 SR2S.docx

RESOLUTION

WHEREAS, the Idaho Transportation Department, hereafter called the **STATE**, has submitted an Agreement stating obligations of the **STATE** and the **CITY OF COEUR D'ALENE**, hereafter called the **CITY**, for development of the FY11 Safe Routes to School project; and

WHEREAS, the **STATE** is responsible for obtaining compliance with laws, standards and procedural policies in the development of projects when there is federal participation in the costs; and

WHEREAS, certain functions to be performed by the **STATE** involve the expenditure of funds as set forth in the Agreement; and

WHEREAS, The **STATE** can only pay for work associated with the State Highway system; and

WHEREAS, the **CITY** is fully responsible for its share of project costs; and

NOW, THEREFORE, BE IT RESOLVED:

1. That the Agreement for Federal Aid Highway Project A012(021) is hereby approved.
2. That the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the **CITY**.
3. That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

CERTIFICATION

I hereby certify that the above is a true copy of a Resolution passed at a *regular, duly* called special (X-out non-applicable term) meeting of the City Council, City of Coeur d'Alene, held on _____, _____.

(Seal)

City Clerk

12021

H2-11 15/6

Section 1 – Summary - Refer to the Application Guidelines for help completing this form.

Date Submitted	School(s) Included Bryan Elementary, Sorensen Elementary and Lakes Middle School	SR2S Use Only FY 11	
Brief Description of Project Coeur d'Alene Safe Routes to School is a community-wide effort to increase the health and safety of our youth by: <ul style="list-style-type: none"> Organizing activities and events to encourage walking and bicycling; Identifying preferred routes to individual school sites; Improving the environment around schools to encourage walking and bicycling; and Expanding the schools' curricula to include more pedestrian and bicycling safety and education programs for students and parents 			
<input checked="" type="checkbox"/> Proposed Project Directly Supports a K-8 School	Infrastructure Funding Request \$16,000	Non-Infrastructure Funding Request \$30,450 \$12,500	Previously Funded Year(s) 2009
Project Leader (Name of person filling out the application) Taryn Petersen		Title SR2S Volunteer Coordinator	Project Leader's E-mail Address taryn@terrasportsinc.com
Address 517 E Sherman Avenue		City Coeur d'Alene	Zip 82814 Phone Number 360-713-8450

ITD District (check one)

- District 1 – Boundary, Bonner, Kootenai, Benewah, and Shoshone counties
- District 2 – Latah, Nez Perce, Clearwater, Lewis, and Idaho counties
- District 3 – Adams, Valley, Washington, Payette, Gem, Boise, Canyon, Ada, Elmore and Owyhee counties
- District 4 – Camas, Blaine, Gooding, Lincoln, Jerome, Minidoka, Twin Falls, and Cassia counties
- District 5 – Bingham, Caribou, Power, Bannock, Oneida, Franklin, and Bear Lake counties
- District 6 – Lemhi, Custer, Butte, Jefferson, Clark, Fremont, Madison, Teton, and Bonneville counties

Section 2 – Project Partners Partners may include, but are not limited to law enforcement, healthcare, education, PTO volunteers, etc.

Sponsor – Projects with infrastructure improvements must be sponsored by the agency with jurisdiction over the project. Projects with only non-infrastructure improvements may be sponsored by any organization, including non-profits. (Refer to the Application Guidelines for assistance.)

Sponsoring Agency's Name City of Coeur d'Alene		Representative's Name (Printed) Gordon Dobler		Title City Engineer	
Address 710 E Mullan Avenue	City Coeur d'Alene	Zip 83814	Email Address Gordon@cdaid.org	Phone Number 208-769-2285	


I certify that the above named sponsoring agency supports the proposed Safe Routes to School project. The Sponsor has the legal authority to apply for and pledge the funds required to receive reimbursement for the requested Safe Routes to School funds, and shall enter into a State/Local Agreement with ITD. I further certify that the Sponsor will provide maintenance for all infrastructure improvements upon completion. I understand that this is not a grant; this is a reimbursement program, and that all federal rules for contracting, auditing, and reimbursement will apply to the project.

Representative's Signature 	Date 31 March 09
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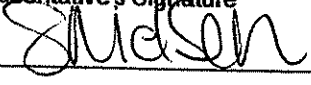
Partnering Organization/Agency Add additional partners if more than four. (Attach a letter identifying this partner's role)

Organization/Agency Name CdA Police Department	Representative's Name (Printed) Wayne Longo	Title Chief of Police
Representative's Signature 		Email Address cdapolice@cdaid.org

Partnering Organization/Agency (Attach a letter identifying this partner's role)

Organization/Agency Name Coeur d'Alene School District 271	Representative's Name (Printed) Hazel Bauman	Title Superintendent
Representative's Signature 		Email Address hbauman@cdaschools.org

Partnering Organization/Agency (specify) (Attach a letter identifying this partner's role)

Organization/Agency Name Kootenai Health	Representative's Name (Printed) Sarah Nielsen	Title Volunteer Services Manager
Representative's Signature 		Email Address snielsen@kmc.org

Section 3 – Project Information

Part 1 - Students Provide details on each school involved. Attach additional sheets of information if more than 3 schools are involved.

Number of students that attend each affected school(s)	State how students <u>are currently</u> traveling to school and anticipated increase in both numbers and percentage if project is funded.
<p>1. School Name: Bryan Elementary</p> <p>Total Students: 337</p> <p>Number receiving free lunch : 146</p> <p>Number receiving reduced lunch : 46</p>	<p>Walk – Current/Anticipated increase percentage and number 8% / 16%</p> <p>Bike - Current/Anticipated increase percentage and number 5% / 16%</p> <p>Car - Current/Anticipated change: 41% / 22%</p> <p>Bus - Safety Bussed Pre project: 0% Post project: 0%</p> <p>Other - Explain: Safety bussing is based on barriers and presence and condition of sidewalks. We are not changing any of the aforementioned conditions.</p> <p>Current numbers: Bused: 154 Walk: 27 Bike: 17 Driven: 139</p>
<p>2. School Name: Sorensen Elementary</p> <p>Total Students: 267</p> <p>Number receiving free lunch : 80</p> <p>Number receiving reduced lunch : 28</p>	<p>Walk - Current/Anticipated increase percentage and number 17% / 30%</p> <p>Bike - Current/Anticipated increase percentage and number 11% / 20%</p> <p>Car - Current/Anticipated change 63% / 41%</p> <p>Bus - Safety Bussed Pre project: 16% Post project: 16%</p> <p>Other - Explain: Safety bussing is based on barriers and presence and condition of sidewalks. We are not changing any of the aforementioned conditions.</p> <p>Current numbers: Bused: 23 Walk: 45 Bike: 29 Driven: 170</p>

<p>3. School Name: Lakes Middle School</p> <p>Total Students: 652</p> <p>Number receiving free lunch : 274</p> <p>Number receiving reduced lunch : 114</p>	<p>Walk - Current/Anticipated increase percentage and number 16% / 25%</p> <p>Bike - Current/Anticipated increase percentage and number 16% / 25%</p> <p>Car - Current/Anticipated change 26% / 8%</p> <p>Bus - Safety Bussed Pre project: 8% Post project: 0%</p> <p>Other – 8% Explain: Safety bussing is based on barriers and presence and condition of sidewalks. We are not changing any of the aforementioned conditions.</p> <p>Current numbers: Bused: 275 Walk: 104 Bike: 104 Driven: 167</p>
<p>4. School Name: Winton Elementary School</p> <p>Total Students: 272</p> <p>Number receiving free lunch : 124</p> <p>Number receiving reduced lunch : 30</p>	<p>Walk - Current/Anticipated increase percentage and number 10% / 15%</p> <p>Bike - Current/Anticipated increase percentage and number 5% / 15%</p> <p>Car - Current/Anticipated change 29% / 14%</p> <p>Bus - Safety Bussed Pre project: 11% Post project: 11%</p> <p>Other – 0% Explain: - Safety bussing is based on barriers and presence and condition of sidewalks. We are not changing any of the aforementioned conditions.</p> <p>Current numbers: Bused: 153 Walk: 27 Bike: 13 Driven: 79</p>
<p>5. School Name: Borah Elementary School</p> <p>Total Students: 315</p> <p>Number receiving free lunch : 163</p> <p>Number receiving reduced lunch : 61</p>	<p>Walk - Current/Anticipated increase percentage and number 10% / 15%</p> <p>Bike - Current/Anticipated increase percentage and number 15% / 20%</p> <p>Car - Current/Anticipated change – 58% / 48%</p> <p>Bus - Safety Bussed Pre project: 14% Post project: 14%</p> <p>Other – 0% Explain: - Safety bussing is based on barriers and presence and condition of sidewalks. We are not changing any of the aforementioned conditions.</p> <p>Current numbers: Bused: 53 Walk: 31 Bike: 47 Driven: 184</p>
<p>6. School Name: Woodland Middle School</p> <p>Total Students: 766</p> <p>Number receiving free lunch : 215</p> <p>Number receiving reduced lunch : 123</p>	<p>Walk - Current/Anticipated increase percentage and number 15% / 20%</p> <p>Bike - Current/Anticipated increase percentage and number 10% / 20%</p> <p>Car - Current/Anticipated change 42% / 27%</p> <p>Bus - Safety Bussed Pre project: 9% Post project: 0%</p> <p>Other – -% Explain: - The number of kids Safety Bussed will drop to near zero because of the addition of the prairie trail</p> <p>Current numbers: Bused: 250 Walk: 115 Bike: 76 Driven: 325</p>

<p>7. School Name: Canfield Middle School</p> <p>Total Students: 793</p> <p>Number receiving free lunch : 134</p> <p>Number receiving reduced lunch : 98</p>	<p>Walk - Current/Anticipated increase percentage and number 5% / 15%</p> <p>Bike - Current/Anticipated increase percentage and number 5% /15%</p> <p>Car - Current/Anticipated change – 48% / 28%</p> <p>Bus - Safety Bussed Pre project: -0% Post project: -0%</p> <p>Other – 0% Explain: - Safety bussing is based on barriers and presence and condition of sidewalks. We are not changing any of the aforementioned conditions.</p> <p>Current numbers: Bused: 330 Walk: 40 Bike: 40 Driven: 383</p>
<p>8. School Name: Skyway Elementary</p> <p>Total Students: 536</p> <p>Number receiving free lunch : 127</p> <p>Number receiving reduced lunch : 71</p>	<p>Walk - Current/Anticipated increase percentage and number 60% 70%</p> <p>Bike - Current/Anticipated increase percentage and number 20% 30%</p> <p>Car - Current/Anticipated change - no numbers %:</p> <p>Bus - Safety Bussed Pre project: -0% Post project: -0%</p> <p>Other – 0% Explain: - Safety bussing is based on barriers and presence and condition of sidewalks. We are not changing any of the aforementioned conditions.</p> <p>Current numbers: Bused: 150 Walk: 187 Bike: 124 Driven: 161</p>

Part 2 - Barriers List the top three reasons why children can not safely walk and bicycle to this school

1. Encouragement – Lack of incentives giving children the desire to walk or bike to school.
2. Education – Surprisingly, few children have the necessary understanding of the safest route to school.
3. Traffic problems – Not enough signage to direct parents in the morning or afternoons to pick up children and budget cuts are causing schools to remove crossing guards.

Part 3 - Current Efforts What is currently happening to increase awareness about the need for SR2S at each school? Applicants previously funded must describe current projects in detail and/or attach their current School Travel Plan.

Bryan Elementary

In May and October 2009 Bryan Elementary is participating in iWalk/Bike. These Bike and Walk to School days and incentive programs are tools currently in place to encourage and education students.

Sorensen Elementary

In May and October 2009 Sorensen Elementary is participating in iWalk/Bike. The primary focus for the 2009 grant is the traffic problem around this school in the morning and afternoon. The secondary focus is education and encouragement. The Principal and several teachers are supportive of students' participation in biking and walking to school. Based on past participation, we project more than 100 kids will participate in the October Walk and Bike to School Week. Back on May 16th that represented about half of the school's population and included staff members who biked more than 10 miles round trip and families who biked from an adjacent community.

Lakes Middle School Elementary

In May and October 2009 Lakes Middle Elementary is participating in iWalk/Bike. They also benefitted from the sidewalk improvements from the FY07 SR2S grant. There has been a double digit increase in foot traffic (students walking to school and the general population enjoy the safer route).

Winton Elementary Elementary

Winton is new to the SR2S project. The 2009 funding cycle did not include this school however they conducted assemblies to focus on encouragement, education and building their SR2S team.

Borah Elementary Elementary

Borah is new to the SR2S project. The 2009 funding cycle did not include this school however they conducted assemblies to focus on encouragement, education and building their SR2S team.

Woodland Middle School Elementary

Woodland is new to the SR2S project. The 2009 funding cycle did not include this school however they conducted assemblies to focus on encouragement, education and building their SR2S team.

Canfield Middle School Elementary

Canfield is new to the SR2S project. The 2009 funding cycle did not include this school however they conducted assemblies to focus on encouragement, education and building their SR2S team.

Skyway Elementary Elementary

Skyway is new to the SR2S project. The 2009 funding cycle did not include this school however they conducted assemblies to focus on encouragement, education and building their SR2S team.

Section 4 – Project Goals

Part 1 – Goals Describe the project's long and short term goals, and give details about the time frame being allowed for each.

Long Term: It is the goal of District 271 SR2S to improve our youth's health and fitness and decrease reliance on motorized transportation.

Short Term:

- Increase numbers of children Walking and Biking to School.
- Increase safety and perceptions of safety around the routes kids use to get to school.
- Organize the SR2S community to help plan out activities, routes and volunteers to lead walking school buses.

Part 2 - Describe the strategies being considered to reach these project goals.

- Encouragment: Organize activities and events to encourage walking and bicycling.
- Engineering: Identify preferred/safest routes to each school.
- Education: Expand the school's curriculum to include pedestrian and bicycling safety and education programs for students and parents.
- Engineering: Installing permanent flashing lights or speed radars to slow traffic down around two of the schools.
- Engineering: Painting Crosswalks and adding signage to help reduce congestion at the schools.
- Enforcment: Work with local police department to reward children who are following the rules of biking.
- Evaluation: Coduct surveys and field studies to measure efforts and evaluate sucess of program.
- Increase the SR2S committee membership and expand our partnerships.

Section 5 – Community Support Building sustainable SR2S projects takes the commitment of a whole community.

A - Advocacy Are you aware of any type of advocacy efforts for bicycle and pedestrian related issues in your community? If yes, are these individuals involved in your project, and if yes, show how they are involved.

- Coeur d'Alene Ped/Bike Committee has members that volunteer for SR2S projects and also sit on the SR2S committee. They are bringing forward recommendations to the council to; adopt a Complete Streets Policy, identify areas that need sidewalks, put in bike racks, and make trail and bikeway connections.
- Safe Kids of Kootenai County "Wheeled Sports and Walk This Way" program has members that volunteer for SR2S projects and sit on the SR2S committee; they also partner with SR2S on educational endeavors.
- North Idaho Centennial Trail Foundation promotes non-motorized transportation as a vehicle for constructing trails that link schools, neighborhoods and parks.
- Coeur d'Alene Downtown Association hosts several events each year that promote walking in the downtown area.
- Bike to Work Committee advocates biking to work and partners with SR2S for Bike/Walk to School Day
- The Coeur d'Alene Library has a walking trail that follows the story line of a children's book around downtown Coeur d'Alene on a 2 mile walk and hosts a monthly walk.
- Panhandle Health District promotes active lifestyles in the community.

B - Existing Policies Are there existing bicycle and pedestrian policies or community based plans? If yes, provide details.

- The City of Coeur d'Alene Parks Master Plan makes several recommendations to improve ped/bike facilities and connections.
- The City of Coeur d'Alene Comprehensive Plan also makes recommendations to improve ped/bike facilities and connections.
- The City of Coeur d'Alene is in the process of adopting a Complete Streets policy.
- Kootenai Metropolitan Planning Organization is developing a countywide non-motorized transportation plan.

Section 6 – Engineering Only projects that meet the environmental requirements of a Categorical Exclusion shall be considered. Refer to guidelines for tips on success for infrastructure projects.

A – Proposed solution Describe the project's proposed improvements to the infrastructure within two miles of the K-8 Grade school. Is this the only solution that was considered, and who was consulted? If the project involves utilities, canals or railroad please attach evidence of support, copies of agreements and details on who will pay for changes as a result of the project.

- Install flashing signals to slow traffic down around schools. Permanent radars with flashing lights were also considered. The City Engineer, local police and teachers were consulted.
- Install directional signs at Bryan & Sorensen to alleviate some of the traffic congestion during pick up and drop off times.

B – Routes Will the project help establish shorter or more direct walking routes, or enhance existing routes? Have neighbors been informed about the project? Explain.

This project will enhance existing routes and make them safer by adding signage to direct traffic as to proper lanes of travel and drop-off/pick-up points. Neighbors have not been informed yet.

C – Congestion Do you believe this project will help reduce motor vehicle congestion in the vicinity of the school? If Yes, show how, including information about how school bus and parent pick-up /drop-off policies and procedures will be affected by the project.

Yes, placing signage that would direct the traffic flow around these schools would reduce the congestion that is a problem at these schools, especially Sorensen where there is limited access in narrow neighborhood streets.

Section 7 – Pedestrian/Bicycle Safety and Skills Education

A – Proposal Describe the project's proposed educational efforts; include information about on-going efforts and what changes will be made.

- Provide safety education and training to parents and children through assemblies
- Encourage community wide collaboration to support youth in their fitness endeavors by having education booths at local events such as the Spring into Safety Carnival at Coeur d'Alene High School and Earth Day.
- Partner with Kootenai Health to provide annual bike safety clinics
- Assist schools in producing public service announcements on the benefits of biking or walking to school
- Develop a program to target parents educating them on the benefits of biking or walking to school
- Provide school district with ideas of integrating SR2S into their existing curriculum
- Encourage schools to assist with the mapping process of "safe" walking and biking areas

B – Training Does your community plan to provide pedestrian safety and bicycle skills/safety training this year for students in Kindergarten through 8th grade? If so, when and what kind of activities are planned?

Yes, District 271 SR2S committee partnered with Safe Kids of Kootenai County to provide the planning and volunteers that will put on safety classes, bike rodeos, Ped/Bike safety information, bicycle repair clinics and public service announcements.

C – Maps Will maps showing preferred routes to school be created by the end of the project be distributed to students and parents?

Yes, these will be finished by Fall of 2009 and maintained as infrastructure changes are made then redistributed and updated on the pending District 271 SR2S website.

D – Effectiveness How will this project make children more comfortable or confident about walking and bicycling to school?

Hands-on training will give children the tools necessary to travel safely and confidently back and forth to school. Also maps, signage, flashers and crosswalks will effectively slow traffic down and create a safer walking and biking environment.

E – Assistance Does your school/community need additional assistance to help implement your SR2S education/encouragement program if funded? If so, describe additional assistance needed.

The school system, as a whole, has just recently begun to become involved with planning SR2S projects, but the representatives are still not sure how to proceed. They still need the guidance of the SR2S committee to get the program off the ground. We will conduct a presentation for the District 271 PTA and send home informational literature to the parents of SD 271 children.

Section 8 – Encouragement and Community Involvement

A – Proposal Describe the projects proposed encouragement efforts. Include information on current encouragement efforts.

- Biking / walking cards collected at each school to win prizes
- Small incentive prizes for students who bike or walk to school
 - Bracelets
 - Bandannas
 - Helmets
 - Pedometers
 - Pencils
- Incentives for parents to encourage children to use alternate transportation.
 - Coffee vouchers from local shops
 - Recognition in PSA's
 - Article in the Inland NW Health magazine on the most successful parents

B – Community Describe the kind of encouragement activates being provided by community partners to encourage participation?

- Safe Kids provides helmets to kids who ride bikes.
- Terra Sports provides safety clinics.
- PTA's will organize B/W to School cards and prize incentives.
- Local law enforcement rewards children for wearing helmets and obeying the bike laws.

C – Law Enforcement Describe how local law enforcement plans to participate encourage more students to walk or bicycle to school.

- We have a School Resource Officer serving on the SR2S committee for Lakes Middle School. He is actively involved in all aspects of the program.
- Local law enforcement provides incentives to children for being safe walkers and bike riders

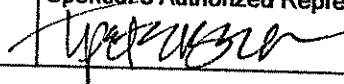
D – Crossing Guards Does the school have a crossing guard program? If not, will there be a program in place by the end of this project?

Bryan Elementary has a crossing guard program. The SR2S committee will advocate crossing guard programs by the end of the cycle.

Section 9 – Evaluation

NCSRTS Survey forms and instructions are located at www.saferoutesinfo.org/Resources/Evaluation. An example progress report and a Travel Plan outline are available in the SR2S Guidelines.

I certify that this project will meet the evaluation requirements for the Idaho Safe Routes to School program, including pre-mid- and post-project NCSRTS surveys, ITD quarterly progress reports, and a commitment to compile an Idaho School Travel Plan during the one or two-year program. I understand that failure to submit survey information and progress reports could result in the termination of the project. Based on our project timeline, I have identified the month and year that the plan will be submitted.

Date Travel Plan is Due (month/year)	Sponsor's Authorized Representative's Signature
08/2011	

Section 10 – Funding Requests

Cost Estimate for Non-Infrastructure Efforts: Local funds and in-kind donations are encouraged, but not required.

Education/Encouragement Activities	Item Description	Costs (\$)	Value of Donated Items	ITD Use Only
Biking	1. Helmets	\$7 X 300 = \$2,100		
Safety	2. Workshops/events	\$1,000		
Education and Encouragement	3. Coupons, Certificates, Flyers	\$1,000		
Education and Encouragement	4. Bike or Walk punch cards	\$250		
Education	5. Banners	\$50 X 2 =\$100		
Mapping	6. Route Maps	\$500 x 8 schools =\$4,000		
Encouragement	7. Prizes (hats and shirts)	\$500		
Education	8. Backpack flashers	\$1 x 1,000 =\$1,000		
Incentives	9. Bikes as prizes	\$400 X 8 \$3,200		
Education	10. SR2S monogrammed table cloths for booths	\$1 x 300 =\$300		
	11. P/T Coordinator	\$17,000		
	Totals	\$12,500 \$30,450		\$12,500

Indirect costs The SR2S Advisory Committee may choose not to allow indirect costs. Indirect costs include, but are not limited to, general administration and general overhead, project administration expenses, operation and maintenance expenses, depreciation and use allowances, etc.

Printed Name of Person Completing this Section	Signature	Title
TARYN PETERSEN	<i>Taryn Petersen</i>	31 March 09



Coeur d'Alene Police

Protect and Serve

3818 SCHREIBER WAY
COEUR D'ALENE, IDAHO 83815
208/769-2308 – FAX 208/769-2212
www.cdapolicy.org

March 31, 2009

Kirsten Pomerantz
Program Coordinator
Coeur d'Alene Safe
Routes to School
721 W. Garden Ave.
Coeur d'Alene, ID 83814

RE: Letter of Support for Coeur d'Alene Safe Routes to School

Dear Kirsten:

The Coeur d'Alene Police Department is pleased to continue its partnership with the Coeur d'Alene Safe Routes to School program and has great hopes of providing some of the following benefits to the 2009-2010 SR2S program:

- Membership on the SR2S Leadership Committee
- Targeted enforcement for events such as the October 8th Walk-to-School Day
- Education support through bike rodeos and school-site School Resource Officers (SROs)
- Promotion of SR2S activities as they fit with police department activities.

We look forward to working together with your program this year to improve the health and safety of Coeur d'Alene's children.

Sincerely,

Wayne M. Longo
Chief of Police

WML:nac



School District 271

DISTRICT ADMINISTRATIVE CENTER
311 N. 10th Street, Coeur d'Alene, Idaho 83814-4299

OFFICE (208) 664-8241
FAX (208) 664-1748
www.cdaschools.org

Program Coordinator
CDA Safe Routes to School
721 W. Garden Ave.
Coeur d'Alene, ID 83814

To Whom It May Concern:

The Coeur d'Alene School District is pleased to continue working as a sponsor agency with the Coeur d'Alene Safe Routes to School program (CDA SR2S). This program assists with infrastructure and non-infrastructure projects that benefit both our elementary and middle school children in grades K-8. We are excited to have the opportunity to provide and/or achieve the following goals with the help of CDA SR2S grant:

- Organize activities and events to encourage walking and bicycling
- Identify preferred/safest routes to the school
- Improve the environment around the school to encourage walking and bicycling
- Expand the school's curriculum to include pedestrian and bicycle safety and education programs for students and parents
- Create safe environment for students walking or bicycling to school

Thank you for allowing us to be the sponsoring agency in our area. We hope to continue this partnership for years to come.

Sincerely yours,

Hazel Bauman, Superintendent
Coeur d'Alene School District



2003 Lincoln Way
Coeur d'Alene, Idaho 83814
208.666.2000 tel
www.kootenaihealth.org

March 31, 2009

It is with great pride that I write this letter in support of the Safe Routes to School program in Kootenai County, most specifically in Coeur d'Alene School District #271.

Kootenai Health is the lead agency of Safe Kids Kootenai County. Our local Safe Kids coalition is dedicated to preventing accidental death and injury of children ages 14 and younger. We are only able to tackle this mission by collaborating with other youth and civic minded organizations and groups. We believe that the Safe Routes to School program fits into this mission perfectly. By tackling issues such as decreasing traffic congestion, improving health and decreasing childhood obesity, increasing physical activity, improving air quality, and increasing community access and safety, we believe that this collaboration will result in a safer environment for our youth.

Sincerely,

A handwritten signature in cursive script that reads 'Nielsen'.

Sarah Nielsen
Volunteer Services & Community Outreach Manager
Safe Kids Kootenai County Coordinator
(208) 666-2511

EXHIBIT B
Non-Discrimination Agreement for Local Public Agencies

Title VI Program

Organization and Staffing

Pursuant to 23 CFR 200, the City of Coeur d'Alene has designated a Title VI Coordinator who is responsible for monitoring practices, procedures, policies, and documents for compliance with Title VI. This individual is the designated liaison for Title VI program activities and for coordinating compliance monitoring with the Idaho Transportation Department Equal Employment Opportunity Office.

Assurances

49 CFR Part 21.7

The Sponsor hereby gives assurances:

1. That no person shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the Sponsor regardless of whether those programs and activities are Federally funded or not. The Federal-aid Highway Transportation Act of 1973 added sex to the list of prohibitive factors. Disability was added through Section 504 of the Rehabilitation Act of 1973. Age was subsequently added in 1975 under the Age Discrimination Act. Minority populations and low-income populations were added by Presidential Executive Order 12898. Limited English proficient persons were added by Presidential Executive Order 13166. Activities and programs which the Sponsor hereby agrees to carry out in compliance with Title VI and these related statutes include, but are not limited to:
 - List all major Transportation programs and activities of the Sponsor and Title VI responsibilities for each one of them (label Attachment 2).
2. That it will promptly take any measures necessary to effectuate this agreement.
3. That each Transportation program, activity, and facility (i.e. lands change to roadways, park and ride lots etc.) as defined at 49 CFR 21.23(b) and (e), and the Civil Rights Restoration Act of 1987 will be (with regard to a program or activity) conducted, or will be (with regard to a facility) operated in compliance with the nondiscriminatory requirements imposed by, or pursuant to, this agreement.
4. That these assurances are given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Sponsor by the Idaho Transportation Department (ITD) under the Federally-Funded Program and is binding on it, other recipients, subgrantees, contractors, sub-contractors, transferees, successors in interest and other participants. The person or persons whose signatures appear below are authorized to sign these assurances on behalf of the Sponsor.
5. That the Sponsor shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all Federally-Funded programs and, in adapted form all proposals for negotiated agreements: *The (Sponsor), in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.*

6. That the Sponsor shall insert the clauses of Attachment 1 of this Agreement in every contract subject to the Act and the Regulations.
7. That the Sponsor shall insert the clauses of Attachment 2 of this Agreement, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
8. The Sponsor agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this agreement.

Implementation Procedures

This agreement shall serve as the Sponsor's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this agreement, "Federal Assistance" shall include:

1. grants and loans of Federal funds,
2. the grant or donation of Federal property and interest in property,
3. the detail of Federal personnel,
4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the Sponsor, or in recognition of the public interest to be served by such sale or lease to the Sponsor, and
5. any Federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

The Sponsor shall:

1. Issue a policy statement, signed by the Sponsor's authorized representative, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Sponsor's organization and to the general public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by ITD or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this agreement. The Sponsor's authorized representative shall be held responsible for implementing Title VI requirements.
3. Designate a Title VI Coordinator who has a responsible position in the organization and easy access to the Sponsor's authorized representative. The Title VI Coordinator shall be responsible for initiating and monitoring Title VI activities and preparing required reports.
4. The Title VI Coordinator shall adequately implement the civil rights requirements.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, national origin or sex, the nature of the complaint, the date the complaint was filed, the date the investigation was completed, the disposition, the date of the disposition, and other pertinent information. A copy of the complaint, together with a copy of the Sponsor's report of investigation, will be forwarded to ITD's EEO Office – External Programs within 10 days of the date the complaint was received by the Sponsor.

6. Collect statistical data (race, color, national origin, sex) of participants in, and beneficiaries of the Transportation programs and activities conducted by the Sponsor.
7. Conduct Title VI reviews of the Sponsor and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.
8. Attend training programs on Title VI and related statutes conducted by ITD's EEO Office.
9. Prepare a yearly report of Title VI accomplishments for the last year and goals for the next year. This report is due one year from the date of approval of the Non-Discrimination Agreement and then annually on the same date.

a) Annual Work Plan

Outline Title VI monitoring and review activities planned for the coming year; state by which each activity will be accomplished and target date for completion.

b) Accomplishment Report

List major accomplishments made regarding Title VI activities. Include instances where Title VI issues were identified and discrimination was prevented. Indicate activities and efforts the Title VI Coordinator and program area personnel have undertaken in monitoring Title VI. Include a description of the scope and conclusions of any special reviews (internal or external) conducted by the Title VI Coordinator. List any major problem(s) identified and corrective action taken. Include a summary and status report on any Title VI complaints filed with the Sponsor.

Discrimination Complaint Procedure

Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the Sponsor. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the Sponsor's Title VI Coordinator for review and action.

In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:

- a) The date of alleged act of discrimination; or
- b) Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the Sponsor or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the Sponsor, the person shall be interviewed by the Title VI Coordinator. If necessary, the Title VI Coordinator will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the Sponsor's investigative procedures.

Within 10 days, the Title VI Coordinator will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as ITD and USDOT.

The Sponsor will advise ITD within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to ITD:

- a) Name, address, and phone number of the complainant.
- b) Name(s) and address(es) of alleged discriminating official(s).
- c) Basis of complaint (i.e., race, color, national origin or sex)
- d) Date of alleged discriminatory act(s).
- e) Date of complaint received by the Sponsor.
- f) A statement of the complaint.
- g) Other agencies (state, local or Federal) where the complaint has been filed.
- h) An explanation of the actions the Sponsor has taken or proposed to resolve the issue raised in the complaint.

Within 60 days, the Title VI Coordinator will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the Sponsor's authorized representative. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.

Within 90 days of receipt of the complaint, the Sponsor's authorized representative will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with ITD, or USDOT, if they are dissatisfied with the final decision rendered by the Sponsor. The Title VI Coordinator will also provide ITD with a copy of this decision and summary of findings upon completion of the investigation.

Contacts for the different Title VI administrative jurisdictions are as follows:

Idaho Transportation Department
Equal Employment Opportunity Office – External Programs
Karen Sparkman, EEO Manager
PO Box 7149
Boise, ID 83707-1129
208-334-8852

Federal Highway Administration
Idaho Division Office
3050 Lakeharbor Lane, Suite 126
Boise, ID 83703
208-334-9180

Sanctions

In the event the Sponsor fails or refuses to comply with the terms of this agreement, the ITD may take any or all of the following actions:

1. Cancel, terminate, or suspend this agreement in whole or in part;
2. Refrain from extending any further assistance to the Sponsor under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Sponsor.
3. Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the Sponsor.;
4. Refer the case to the Department of Justice for appropriate legal proceedings.

Attachment 1

This Attachment is to be inserted in every contract subject to Title VI of the Civil Rights Act of 1964 and associated Regulations.

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to ITD or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance

In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part

Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request ITD enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

Attachment 2

The following clauses shall be included in any and all deeds affecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

GRANTING CLAUSE

NOW THEREFORE, Department of Transportation, as authorized by law, and upon the condition that the state of Idaho will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways and the policies and procedures prescribed by the United States Department of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally assisted programs of the Department of Transportation ITD (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252: 42 USC 2000d to 2000d - 4) does hereby remise, release, quitclaim, and convey unto the state of Idaho all the right, title, and interest of the Department of Transportation in and to said land described in Exhibit A attached hereto and made a part thereof.

HABENDUM CLAUSE

TO HAVE AND TO HOLD said lands and interests therein unto the state of Idaho, and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which the federal financial assistance is extended or for another purpose involving the provisions of similar services or benefits and shall be binding on the state of Idaho, its successors, and assigns.

The state of Idaho, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (,)(and)* (2) that the state of Idaho, shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-discrimination of federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (,) and (3) that in the event of breach of any of the above mentioned non-discrimination conditions, the department shall have a right to reenter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.¹

¹ Reverter Clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

FINANCE DEPARTMENT
Staff Report

DATE: June 7, 2010
FROM: Troy Tymesen, Finance Director, Liaison to Parking Commission
SUBJECT: Leasing of the City owned parking lots to the Coeur d'Alene Chamber of Commerce on the 4th of July

DECISION POINT:

To lease the parking lots to the Chamber of Commerce on the 4th of July to generate revenue that will be used exclusively to defray the cost of the community fireworks display.

HISTORY:

The City has leased individual lots to entities that have wanted the space to display goods or conduct auctions. The lease rate is equivalent to the average parking fee generated by the lot over the previous three years. The proposal from the Chamber and recommended by the Parking Commission is to allow the Chamber to rent the lots for \$7,000.00, the average revenue generated by the lots over the past three years. The change with this arrangement is that the Chamber would increase the event parking fee, currently \$5.00 for the day, to a higher amount in order to generate income to assist with the cost of the fireworks display. The cost of the fireworks display approaches \$30,000.00 for the show. Donors are more difficult to find during these economic times and a significant \$10,000.00 donor for the past two years is unable to assist this year.

FINANCIAL ANALYSIS:

The Parking Fund, which receives no property taxes, is the recipient of these funds and with this proposal there would be no negative impact to the revenue anticipated from use of the City owned parking lots. 40% of the net income from the Parking Fund goes to the Parks Capital Improvement Fund, which is used to develop parks. If the Chamber were to charge \$10.00 for event parking the gross income should be approximately \$7,000.00.

PERFORMANCE ANALYSIS:

The revenue generated by this partnership would go to a dedicated fund for community fireworks. The Chamber does not have a direct method to collect funds for this annual celebration.

DECISION POINT/RECOMMENDATION:

To lease the parking lots to the Chamber of Commerce on the 4th of July to generate revenue that will be used exclusively to defray the cost of the community fireworks display.

RESOLUTION NO. 10-020

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING A LEASE AGREEMENT FOR THE 4TH OF JULY PARKING LOT LEASE, WITH THE COEUR D'ALENE CHAMBER OF COMMERCE..

WHEREAS, it is recommended that the City of Coeur d'Alene enter into a Lease Agreement with the Coeur d' Alene Chamber of Commerce, for the 4th of July Parking Lot Lease pursuant to terms and conditions set forth in an agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to enter into such agreement; NOW, THEREFORE,

BE IT RESOLVED, by the Mayor and City Council of the City of Coeur d'Alene that the City enter into an Agreement for the 4th of July Parking Lot Lease, in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said agreement to the extent the substantive provisions of the agreement remain intact.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and they are hereby authorized to execute such agreement on behalf of the City.

DATED this 15th day of June, 2010.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

Motion by _____, Seconded by _____, to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER BRUNING Voted _____

COUNCIL MEMBER MCEVERS Voted _____

COUNCIL MEMBER HASSELL Voted _____

COUNCIL MEMBER KENNEDY Voted _____

COUNCIL MEMBER GOODLANDER Voted _____

COUNCIL MEMBER EDINGER Voted _____

_____ was absent. Motion _____.



CITY OF COEUR D'ALENE

City Hall, 710 E. Mullan Avenue
Coeur d' Alene, Idaho 83814
(208)769-2300
www.cdaid.org

June 16, 2010

Mr. Todd Christensen
Executive Director
Coeur d'Alene Chamber of Commerce
105 N First Street, Ste. 100
Coeur d'Alene, ID 83814

RE: 4th of July Parking Lot Lease Agreement

Dear Mr. Christianson:

Pursuant to City Council Resolution number 10-020, approved on June 15, 2010, this letter will serve as the Lease Agreement between the City of Coeur d'Alene (lessor) and the Coeur d'Alene Chamber of Commerce (lessee) for the following listed city parking lots for July 4, 2010:

- 3rd and 4th Street lots
- Independence Point lot
- Museum lot
- Memorial Filed lot
- 4th & Coeur d'Alene lot

The term of the lease shall be 24 hours, starting at midnight on July 3, 2010 and ending at midnight July 4, 2010.

The rental amount for the lease shall be Seven Thousand Dollars (\$7,000.00) payable to the City of Coeur d'Alene Parking Fund. Payment shall be made by or before July 31, 2010.

The lessee agrees that it will charge no more than \$10.00 per space for all parking spaces during the term of the lease.

Please sign this Lease Agreement and return it to the City Clerk. Thank you for your attention to this matter.

APPROVED:

Sandi Bloem, Mayor

By: _____
Coeur d'Alene Chamber of Commerce

ATTEST:

Its: _____

Susan Weathers, City Clerk

Date: _____

Date: _____

OTHER BUSINESS

STAFF REPORT

DATE: June 15, 2010
TO: Mayor and City Council
FROM: Susan Weathers, City Clerk
RE: Housekeeping Amendments to Ordinance 3380.

DECISION POINT: Should the City Council adopt Council Bill No. 10-1010 which amends the previously adopted Ordinance No. 3380.

HISTORY: Part of the service of codification is a comparison of existing codes to the proposed changes contained in city ordinances in order to assure as much as possible, an accurate, consistent city code. Sterling Codifiers brought to our attention some areas which needed further legal clarification. Upon legal review, Council Bill No. 10-1010 contains some housekeeping changes being proposed by staff.

PERFORMANCE ANALYSIS: This is a housekeeping matter that further clarifies the intent of Federal regulations that are mandated to be contained in the City's flood damage prevention regulations.

FINANCIAL ANALYSIS: The cost of publication of ordinances is a budgeted line item.

DECISION POINT: Staff recommends that the City Council adopt Council Bill No. 10-1010 which addresses some housekeeping matters in the City's flood damage prevention regulations.

COUNCIL BILL NO. 10-1010
ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, TO CORRECT DRAFTING ERRORS IN SECTIONS 15.32.040 AND 15.32.210; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDE FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, the City of Coeur d'Alene duly enacted Ordinance No. 3380 adopted April 6, 2010 establishing Flood Damage Prevention;

WHEREAS, the City of Coeur d'Alene has discovered a drafting error in the original ordinance;

WHEREAS, the City of Coeur d'Alene desires to amend the ordinance to correct the drafting errors and after recommendation by the Legal Department, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d'Alene that said amendments be adopted; NOW, THEREFORE,

BE IT ORDAINED, by the Mayor and City Council of the City of Coeur d'Alene:

SECTION 1 . *That a portion of Coeur d'Alene Municipal Code Section 15.32.040, is hereby amended to read as follows:*

15.32.040: Definitions:

Repetitive Loss means flood-related damages sustained by a structure on two separate occasions during a 10-year period for which ~~the cost were the construction of facilities for servicing the lots on which~~ the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damages occurred.

SECTION 2 . *That Coeur d'Alene Municipal Code Section 15.32.210, is hereby amended to read as follows:*

15.32.210: Appeal Procedure:

- A. An appeal may be filed with the City Clerk within fourteen (14) days of the date of any permit denial or interpretation of this chapter by the Floodplain Administrator. Failure to timely file an appeal shall be considered a failure to exhaust administrative remedies. The appeal must set out the denial or interpretation of the Administrator and a narrative

setting forth the facts relied upon by the appellant and the appellants claim regarding the error made by the Administrator.

B. Upon receipt of a completed appeal, the appeal will be scheduled for hearing at the next available City Council meeting. The City Council will consider the following in ruling on an appeal:

1. All technical evaluations, all relevant factors, standards specified in other sections of this ordinance,
2. The danger that materials may be swept onto other lands to the injury of others;
- ~~3. The danger that materials may be swept onto other lands to the injury of others;~~
43. The danger to life and property due to flooding or erosion damage;
54. The susceptibility of the proposed facility and its contents to flood damage and the effects of such damage on the individual landowner;
65. The importance of the services provided by the proposed facility to the community;
76. The necessity of the facility to a waterfront location, where applicable;
87. The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;
98. The compatibility of the proposed use with existing and anticipated development;
109. The relationship of the proposed use to the comprehensive plan and flood plain management program for that area;
110. The safety of access to the property in times of flooding for ordinary and emergency vehicles;
1211. The expected heights, velocity, duration, rate of rise, and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site; and
1312. The cost of providing government services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges.

- C. The City Council decision will be in writing and set out the facts, technical information and the legal basis for the decision.

SECTION 3. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 4. Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed prior to the effective date of this ordinance or be construed as a waiver of any license or penalty due under any such ordinance or in any manner affect the validity of any action heretofore taken by the City of Coeur d'Alene City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this ordinance.

SECTION 5. The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

SECTION 6. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

APPROVED, ADOPTED and SIGNED this 15th day of June, 2010.

Sandi Bloem, Mayor

ATTEST:

Susan K. Weathers, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Housekeeping Amendment to Sections 15.32.040 and 15.32.210

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, TO PROVIDE FOR HOUSEKEEPING AMENDMENTS TO SECTIONS 15.32.040 AND 15.32.210 TO REMOVE DUPLICATIVE VERBIAGE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. _____ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

Susan K. Weathers, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, am a Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, Housekeeping Amendment to Sections 15.32.040 and 15.32.210, and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 15th day of June, 2010.

Warren J. Wilson, Chief Deputy City Attorney

PUBLIC HEARINGS

CITY COUNCIL STAFF REPORT

DATE: June 15, 2010
FROM: Dennis Grant, Engineering Project Manager
SUBJECT: The Final Assessment Roll of Local Improvement District (LID) No. 149,
4th Street Improvement Project

DECISION POINT

Staff is requesting the City Council to approve the Final Assessment Roll of LID No. 149 involving property owners on 4th Street from the alley north of Lakeside Avenue to Harrison Avenue.

HISTORY

The City Council approved Ordinance No. 3346 creating LID No. 149 on December 2, 2008. The project was completed in the fall of 2009. Staff has completed the final costs and the Engineer's Report establishing the Final Assessment Roll. All of the adjacent property owners were notified of the public hearing and of their respective final assessments as required by Idaho Code.

FINANCIAL ANALYSIS

The total project cost was approximately \$2,904,000. The City of Coeur d'Alene's portion was \$1,000,000 (34%), LCDC contributed \$1,674,000 (57%), and the LID will provide \$252,210.77 (8%). The City's funding sources are: \$610,487.61 from the Overlay account, \$186,471.96 from the Stormwater utility, and \$203,040.43 combined from both Water and Wastewater utilities. These funds were accounted for in the 2008-2009 budget.

Individual property assessments were calculated based on front foot and benefits derived. Properties adjacent to the Midtown place making improvements were assessed an additional amount. The base assessment for all properties was \$32.00/lf and the additional assessment for Midtown properties was \$15.12/lf. Those assessments will be paid off over ten years, which is the term of the financing.

PERFORMANCE ANALYSIS

As of writing this staff report, we only had two written letters of protest.

RECOMMENDATION

Staff is requesting the City Council to approve the Final Assessment Roll of LID No. 149 and also make a motion to receive any written protests into the record.

L.I.D. 149
4TH STREET IMPROVEMENTS

PUBLIC HEARING PROCESS

1. Introduction: Mayor Bloem will announce that this is now the time for the public hearing for the creation of and acceptance of the Final Assessments of L.I.D. 149 for the 4th Street improvements
2. Staff Report: Dennis Grant will give the staff report
3. Letters of Protest: Written letters of protest will be announced and distributed to the Council by the City Clerk.
4. Public Comments: Mayor Bloem will ask if anyone wishes to speak to the Council regarding the final assessment roll of L.I.D. 149 **(Public Comments are generally kept to 5 minutes unless the Council elects to set a different time limit which they may do so at this time)**
5. **DISPOSITION OF WRITTEN PROTESTS:** If the Council receives any **written protests** then disposition of **each** protest must be recorded (approved or denied) through a motion by the Council. Once the disposition all protests has been completed, Council will adopt RESOLUTION 10-021 adopting the disposition of protests.
6. COUNCIL BILL NO. 10-1011 – If the council wishes to approve the Final Assessment of L.I.D. 149 – then Council Bill No. 10-1011 is available for adoption.

RESOLUTION NO. 10-021

A Resolution of the City of Coeur d'Alene, Kootenai County, Idaho, hearing, considering and disposing of protests regarding the Assessment Roll for Local Improvement District No. 149; and providing for other matters properly relating thereto.

CITY OF COEUR D'ALENE
Kootenai County, Idaho

LOCAL IMPROVEMENT DISTRICT NO. 149

Adopted on June 15, 2010

Prepared by:

K&L GATES, LLP
Coeur d'Alene, Idaho and Spokane, Washington

RESOLUTION NO. 10-021

A Resolution of the City of Coeur d'Alene, Kootenai County, Idaho, hearing, considering and disposing of protests regarding the Assessment Roll for Local Improvement District No. 149; and providing for other matters properly relating thereto.

CITY OF COEUR D'ALENE
Kootenai County, Idaho

LOCAL IMPROVEMENT DISTRICT NO. 149

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COEUR D'ALENE, Kootenai County, Idaho, as follows:

WHEREAS, the City Council (the "Council"), has heretofore duly created Local Improvement District No. 149 ("LID No. 149"), provided for certain improvements to be made therein, and provided that the cost and expense of said improvements be assessed against the property benefited thereby; and

WHEREAS, after proper publication and mailing of notice to the owners of property within LID No. 149, a hearing was held on June 15, 2010, at which time and place owners of property within LID No. 149 were heard concerning the amount or apportionment of the assessment affixed upon their property; and

WHEREAS, it appears to the Council that each lot, tract, parcel, and other property included within LID No. 149 will be specially benefited by the doing and making of the improvements within said LID No. 149 at least in an amount equal to, as to such lot, parcel of land and other property, the specific amount set opposite each such lot, parcel of land and other property upon the Assessment Roll heretofore filed; and

WHEREAS, each and all of said assessments are strictly in accordance with the benefits and are in amount and apportionment in accordance with Idaho Code 50-1712, and the

ordinances and resolutions of the City, and said Assessment Roll and each and all of the assessments set forth therein are correct and proper in every respect; and

WHEREAS, the Council has also considered the Engineer's Report with respect to the apportionment and correctness of the assessments with respect to the amounts levied on any particular lot or parcel of land, including the benefits accruing thereon, and the proper apportionment of the total cost of the improvements to be borne thereby, and the inclusion of any lot or parcel of land in LID No. 149;

NOW, THEREFORE, IT IS HEREBY FURTHER RESOLVED as follows:

Section 1. PROTESTS TO ASSESSMENT ROLL

The protests to the Assessment Roll, as described in Exhibit "A" attached hereto and incorporated herein by this reference, were presented at the public hearing.

Section 2. DISPOSITION OF PROTESTS

Disposition is hereby made, as set forth in Exhibit "B" attached hereto and incorporated herein by this reference, concerning each of the protests set forth in Exhibit "A" attached hereto and referred to in Section 1 hereof.

Section 3. FINDING OF BENEFIT FROM IMPROVEMENTS

Each and all of said lots, parcels of land and other property within said LID No. 149, as the same are described in the Assessment Roll, will be specially benefited by the making and doing of said improvements in excess of the costs and expenses of said improvements.

Section 4. DETERMINATION OF AMOUNT OF BENEFIT

Each and every lot or parcel of land is benefited in the amount of the assessment now levied thereon.

Section 5. SUFFICIENCY OF ASSESSMENT ROLL

The Assessment Roll and the amount levied on each lot or parcel of land, including the benefits accruing thereon, and the proper proportionate share of the total cost of the improvements to be borne by each lot or parcel of land, are proper, regular, sufficient, and correct.

Section 6. LIMITATION ON INCREASE OF ASSESSMENTS

No single assessment has been increased in an amount greater than twenty percent (20%) of the amount of the assessment as set forth in the Notice of Hearing.

Section 7. SEVERABILITY

If any section, paragraph, clause, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of each section, paragraph, clause, or provision shall in no manner affect any remaining provision of this Resolution.

Section 8. EFFECTIVE DATE OF RESOLUTION

This Resolution shall take effect and be in force and effect from and after its passage and approval.

PASSED at a regular meeting of the City Council of the City of Coeur d'Alene, held on the 15th day of June, 2010.

CITY OF COEUR D'ALENE

Sandi Bloem, Mayor

ATTEST:

Susan Weathers, City Clerk

I, the undersigned, Clerk of the City of Coeur d'Alene, Kootenai County, Idaho hereby certify that the foregoing Resolution is a full, true, and correct copy of a Resolution duly adopted at a regular meeting of the City Council, duly and regularly held at the regular meeting place thereof on June 15, 2010, of which meeting all members of said Council had due notice and at which a majority thereof were present; and that at said meeting said Resolution was adopted by the following vote:

AYES, and in favor thereof, Councilmembers:

NAYS, Councilmembers:

ABSENT, Councilmembers:

ABSTAIN, Councilmembers:

I further certify that I have carefully compared the same with the original Resolution on file and of record in my office; that said Resolution is a full, true, and correct copy of the original Resolution adopted at said meeting; and that said Resolution has not been amended, modified, or rescinded since the date of its adoption, and is now in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the official seal of the Council on June 15, 2010.

CITY OF COEUR D'ALENE

Susan Weathers, City Clerk

EXHIBIT "A"

CITY OF COEUR D'ALENE
Kootenai County, Idaho

LOCAL IMPROVEMENT DISTRICT NO. 149

The following protests to the Assessment Roll for Local Improvement District No. 149 were presented and considered, at the public hearing held on June 15, 2010:

Name of Protester	Address of Property	Reason for Protest
Robert Powell	909 4 th Street	Does not agree to changes made on 4 th Street
Dusty Rhoads, American Legion Kootenai Post 14	754 N. 4 th Street	Objects to cost of enhancements of \$619.92

*Written materials received are attached hereto and were considered.

EXHIBIT "B"

CITY OF COEUR D'ALENE
Kootenai County, Idaho

LOCAL IMPROVEMENT DISTRICT NO. 149

The following disposition is made concerning the protests to the Assessment Roll for Local Improvement District No. 149 which were presented at the public hearing held on June 15, 2010.

Name of Protester	Address of Property	Disposition
Robert Powell	909 4 th Street	
Dusty Rhoads, American Legion Kootenai Post 14	754 N. 4 th Street	

ORDINANCE NO. 3385
Council Bill No. 10-1011

An Ordinance of the City of Coeur d'Alene, Kootenai County, Idaho, approving and confirming the assessment roll of its Local Improvement District No. 149 for the acquisition, construction and installation of improvements to said storm sewer lines and facilities, and asphalt, curb and sidewalk improvements within the limits of Local Improvement District No. 149; providing for assessments; providing for the appeal procedure; providing for the publication of a summary of this ordinance; and providing for other matters properly relating thereto.

CITY OF COEUR D'ALENE
Kootenai County, Idaho

LOCAL IMPROVEMENT DISTRICT NO. 149

Approved: June 15, 2010

Prepared by:

K&L GATES, LLP
Spokane, Washington and Coeur d'Alene, Idaho

City of Coeur d'Alene
Kootenai County, Idaho
Local Improvement District No. 149

ORDINANCE NO. 3385
Council Bill No. 10-1011

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* This Table of Contents is provided for convenience only and is not a part of this ordinance.

ORDINANCE NO. 3385

An Ordinance of the City of Coeur d'Alene, Kootenai County, Idaho, approving and confirming the assessment roll of its Local Improvement District No. 149 for the acquisition, construction and installation of improvements to said storm sewer lines and facilities, and asphalt, curb and sidewalk improvements within the limits of Local Improvement District No. 149; providing for assessments; providing for the appeal procedure; providing for the publication of a summary of this ordinance; and providing for other matters properly relating thereto.

CITY OF COEUR D'ALENE
Kootenai County, Idaho

LOCAL IMPROVEMENT DISTRICT NO. 149

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, as follows:

WHEREAS, the City of Coeur d'Alene, Kootenai County, Idaho, (the "City"), is a municipal corporation operating and existing under and pursuant to the provisions of the Constitution and laws of the State of Idaho, and as such is authorized and empowered to create local improvement districts and to construct improvements pursuant to Idaho Code, Title 50, Chapter 17; and

WHEREAS, the City Council (the "Council") of the City has heretofore by Ordinance No. 3346 (the "Formation Ordinance") duly created Local Improvement District No. 149 ("LID No. 149") for the purpose of acquisition, construction and installation of improvements to certain roadways of the City to benefit properties within the boundaries of LID No. 149; and

WHEREAS, the members of the Council have considered the report of the City's Engineer with respect to the apportionment and the correctness of the assessments and the amounts levied on any particular lot or parcel of land, including the benefits accruing thereon,

and the proper apportionment of the total cost of the improvements to be borne thereby, and the inclusion of any lot or parcel of land within LID No. 149; and

WHEREAS, notice of time and place of hearing on the final assessment roll was duly and regularly given to all property owners within LID No. 149 by publication thereof and by mailing to all property owners in the manner required by law, and the hearing was duly and regularly held on June 15, 2010, pursuant to said notice, at the time and place fixed for said hearing; and

WHEREAS, the Council now desires to confirm the Assessment Roll, to levy the assessments, and to authorize the issuance of local improvement district bonds.

NOW, THEREFORE, BE IT FURTHER ORDAINED AS FOLLOWS:

Section 1. CONFIRMATION OF ASSESSMENT ROLL

The assessments set forth on the Assessment Roll for LID No. 149, in the total amount of \$250,000 for the purpose of making certain sewer system improvements, engineering, surveying, supervision and inspection for design and installation, and all legal and other miscellaneous expenses, within the limits of LID No. 149. No single assessment has been increased in an amount greater than twenty percent (20%) of the amount of the assessment as set forth in the Notice of Hearing.

Section 2. PROPERTY AFFECTED; LEVY OF ASSESSMENTS

Each lot or parcel of land and other property shown upon the Assessment Roll is hereby found to be benefited to the amount of the assessment levied thereon, and there is hereby levied and assessed against each of the lots, parcels and other properties, as set forth and described in said Assessment Roll, the amount as finally charged against each such lot, parcel and other property as it appears in said Assessment Roll. In establishing assessment amounts, the Council

has determined that “actual value” as stated in Section 50-1711 Idaho Code is determined by the “market value”.

Section 3. CERTIFICATION OF ASSESSMENT ROLL

The City Clerk, upon passage of this Ordinance, is directed to certify and file the confirmed Assessment Roll forthwith with the Kootenai County Recorder. Upon such filing, the amount of each assessment set forth in the roll, together with any interest or penalty imposed from time to time, shall become a lien against the property so assessed. The liens shall be paramount and superior to any other lien or encumbrance whatsoever, theretofore or thereafter created, except a lien for general taxes.

Section 4. DUE DATE OF ASSESSMENTS; PAYMENT IN INSTALLMENTS

Said assessments shall become due and payable to the City Treasurer within thirty (30) days from the date of the adoption of the Resolution disposing of the protests and this Ordinance confirming the Assessment Roll (June 15, 2010). The City Clerk shall mail notice of the assessment amount due to each property owner assessed at the post office address if known, or if unknown, to the post office in Coeur d’Alene, Idaho, stating the total amount of the property owner’s assessment, plus the substance of the terms of payment of the same. This Notice shall generally be in the form of Exhibit “A” attached hereto and incorporated herein by this reference. An Affidavit of Mailing of the foregoing notice shall be filed in the City Clerk’s office.

Any property owner who has not paid his assessment in full within said thirty-day period shall be conclusively presumed to have chosen to pay the same in ten (10) equal annual installments, the first of which shall become due and payable one (1) year from the date of the passage of this Ordinance, with a like amount due on the same day of each year thereafter until the full amount of the assessment, with interest due thereon, shall be paid in full. Assessments

paid in installments shall bear interest on the whole unpaid sum from the date of adoption of this Ordinance. The rate of interest per annum which such installments shall bear is hereby fixed as the net effective rate of interest on the bonds issued to finance the improvements in LID No. 149. If any installment is not paid within twenty (20) days from the date it is due, the same shall become delinquent and the City Clerk shall add a penalty of two percent (2%) thereon. Installments may be prepaid in the manner provided by Section 50-1715, Idaho Code.

Section 5. COST AND EXPENSES

The total cost and expenses of improvements include the contract price of all improvements, together with any costs or expenses incurred for engineering, clerical, printing and legal services, as well as for advertising, surveying, inspection of work, collection of assessments, interest upon bonds or warrants, and an amount for contingencies as may be considered necessary by the Council. Said costs are hereby levied and assessed by the benefits derived method of assessment against each of the lots, parcels and properties located within LID No. 149, as described in the ordinance creating LID No. 149.

Section 6. INSTALLMENT DOCKET

The City Clerk shall, upon passage of this Ordinance, establish a Local Improvement Installment Docket for LID No. 149 as provided in Section 50-1717, Idaho Code.

Section 7. APPEAL PROCEDURE

The confirmation of the Assessment Roll for LID No. 149 herein made is a final determination of the regularity, validity and correctness of said Assessment Roll, of each assessment contained therein, and of the amount levied on each lot or parcel of land or other property within LID No. 149, subject to the right of appeal as set forth in Section 50-1718, Idaho Code.

Any person who has filed objections to the Assessment Roll, or any other person who feels aggrieved by the decision of the Council then confirming said Assessment Roll, shall have the right to appeal. Such appeal shall be made within thirty (30) days from the date of publication of this Ordinance, by filing a written notice of appeal with the Clerk of the City and with the Clerk of the Court of Kootenai County, describing the property and objections of the appellant.

After said 30-day appeal period has run, no one shall have any cause or right of action to contest the legality, formality, or regularity of any assessment.

Section 8. RATIFICATION OF PROCEEDINGS

All proceedings heretofore had in connection with the creation of LID No. 149, the preparation and adoption of the Assessment Roll, and hearing thereon, and the giving of notice of said hearing on said Assessment Roll, are hereby in all respects ratified, approved, and confirmed.

Section 9. IRREPEALABILITY

From and after the date the bonds issued to finance the improvements within LID No. 149 are issued, this Ordinance shall be and remain irrevocable until said Bonds and the interest thereon shall be fully paid and discharged, as herein provided.

Section 10. SEVERABILITY

If any section, paragraph, clause or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of each section, paragraph, clause or provision shall in no manner affect any remaining provision of this Ordinance.

Section 11. ENFORCEABILITY CLAUSE

The City shall enforce and seek remedies for breaches of the terms of this Ordinance, as provided by the laws of the State of Idaho.

Section 12. PUBLICATION AND EFFECTIVE DATE

After its passage and adoption, this Ordinance shall be published once in the official newspaper of the City, under the provisions of the Idaho Code, and upon such publication shall be in full force and effect.

Passed, under suspension of the rules, at a regular meeting of the City Council of the City of Coeur d'Alene held on the 15th day of June, 2010, upon which a roll call vote was duly taken and duly enacted.

CITY OF COEUR D'ALENE

Sandi Bloem, Mayor

ATTEST:

Susan Weathers, City Clerk

(S E A L)

I, the undersigned, Clerk of the City of Coeur d'Alene, Kootenai County, Idaho hereby certify that the foregoing Ordinance is a full, true, and correct copy of an Ordinance duly adopted at a regular meeting of the City Council, duly and regularly held at the regular meeting place thereof on June 15, 2010, of which meeting all members of said Council had due notice and at which a majority thereof were present; and that at said meeting said Ordinance was adopted by the following vote:

AYES, and in favor thereof, Councilmembers:

NAYS, Councilmembers:

ABSENT, Councilmembers:

ABSTAIN, Councilmembers:

I further certify that I have carefully compared the same with the original Ordinance on file and of record in my office; that said Ordinance is a full, true, and correct copy of the original Ordinance adopted at said meeting; and that said Ordinance has not been amended, modified, or rescinded since the date of its adoption, and is now in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the official seal of the City on June 15, 2010.

CITY OF COEUR D'ALENE

Susan Weathers, City Clerk

(S E A L)

LID No. 149

Assessment No. _____

Amount of Assessment: \$ _____

Owner and Address: _____

Legal Description: _____

NOTICE OF ASSESSMENT

CITY OF COEUR D'ALENE
Kootenai County, Idaho

LOCAL IMPROVEMENT DISTRICT NO. 149

NOTICE IS HEREBY GIVEN that the City Council of the City of Coeur d'Alene, Kootenai County, Idaho adopted Ordinance No. 3385 confirming the Assessment Roll for the acquisition, construction and installation of improvements to said sewer system and facilities within the limits of Local Improvement District No. 149. The property and the assessment with reference to which this notice is given is reflected above.

The above assessment may be paid by June 15, 2010, such date being thirty (30) days after adoption of Ordinance No. 3385, without penalty, interest or costs. If the assessment is not paid in full by said date, the assessment will be payable in ten (10) annual installments of principal and interest, with the first installment due on June 15, 2011. The rate of interest on assessments to be paid in installments will be the rate of interest on Local Improvement District No. 1 Bonds which have not yet been issued.

If any installment is not paid within twenty (20) days from the date it is due, the same shall become delinquent and a penalty of two percent (2%) of said delinquent installment shall be added thereto.

DATED this 15th day of June, 2010.

CITY OF COEUR D'ALENE

Troy Tymesen, City Treasurer

Please remit payment to:

City of Coeur d'Alene
Attn: Deputy Finance Director
710 E Mullan Ave
Coeur d'Alene ID 83814-3958

Re: Assessment Payment -- LID No. 149

**CITY COUNCIL
STAFF REPORT**

FROM: JOHN J. STAMOS, SENIOR PLANNER
DATE: JUNE 15, 2010
SUBJECT: ZC-1-10 – ZONE CHANGE
LOCATION: +/-1.1 ACRE PARCEL AT 909 AND 927 WEST RIVER AVENUE

DECISION POINT:

North Idaho College and the North Idaho College Foundation are requesting approval of a Zone Change from R-17 (Residential at 17 units/acre) for parcel "A" (Owned by NIC) and LM (light Manufacturing) for parcel "B" (Owned by NIC Foundation) to the C-17 (Commercial at 17 units/acre) zoning district.

SITE PHOTOS:

A. Site photo



B. View for River Avenue:

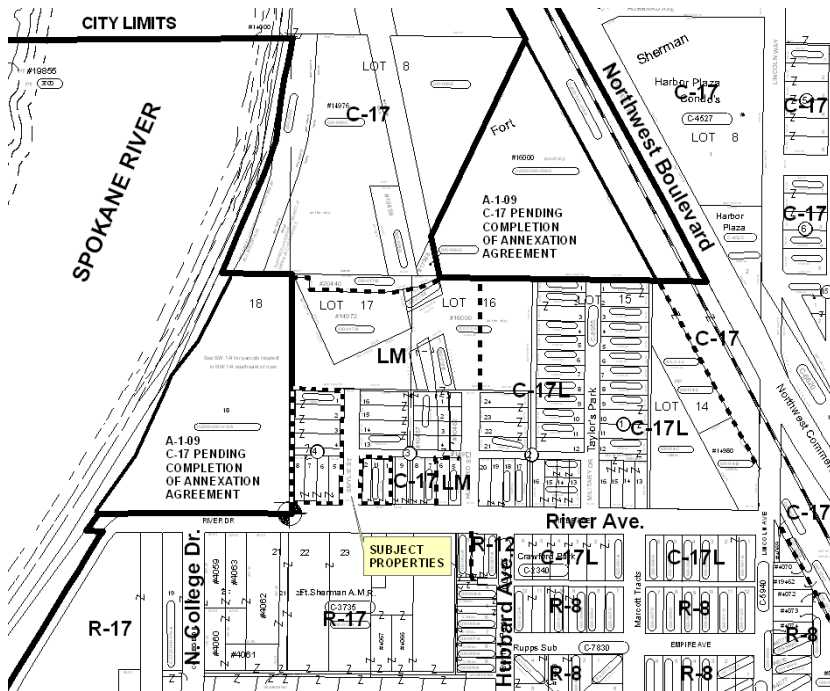


C. Looking south – Parcel “A” on left and Parcel “B” on right

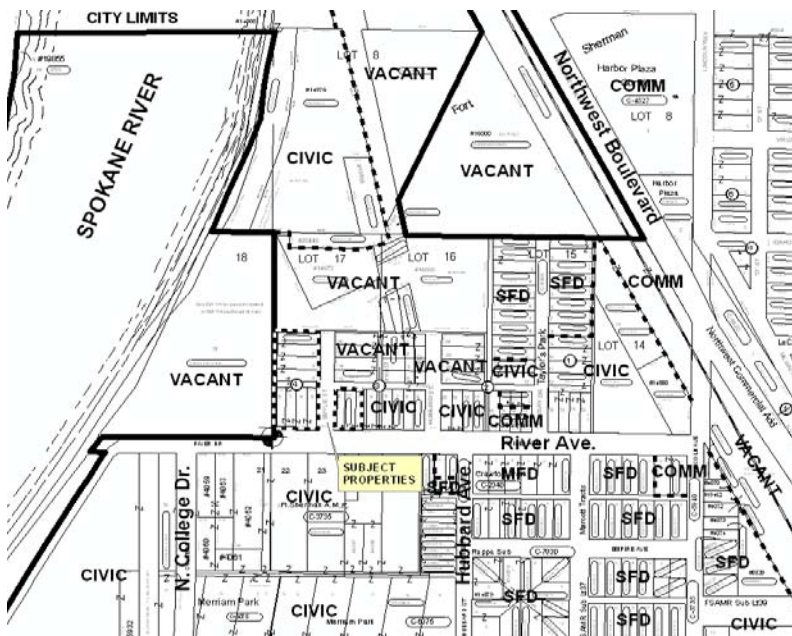


GENERAL INFORMATION:

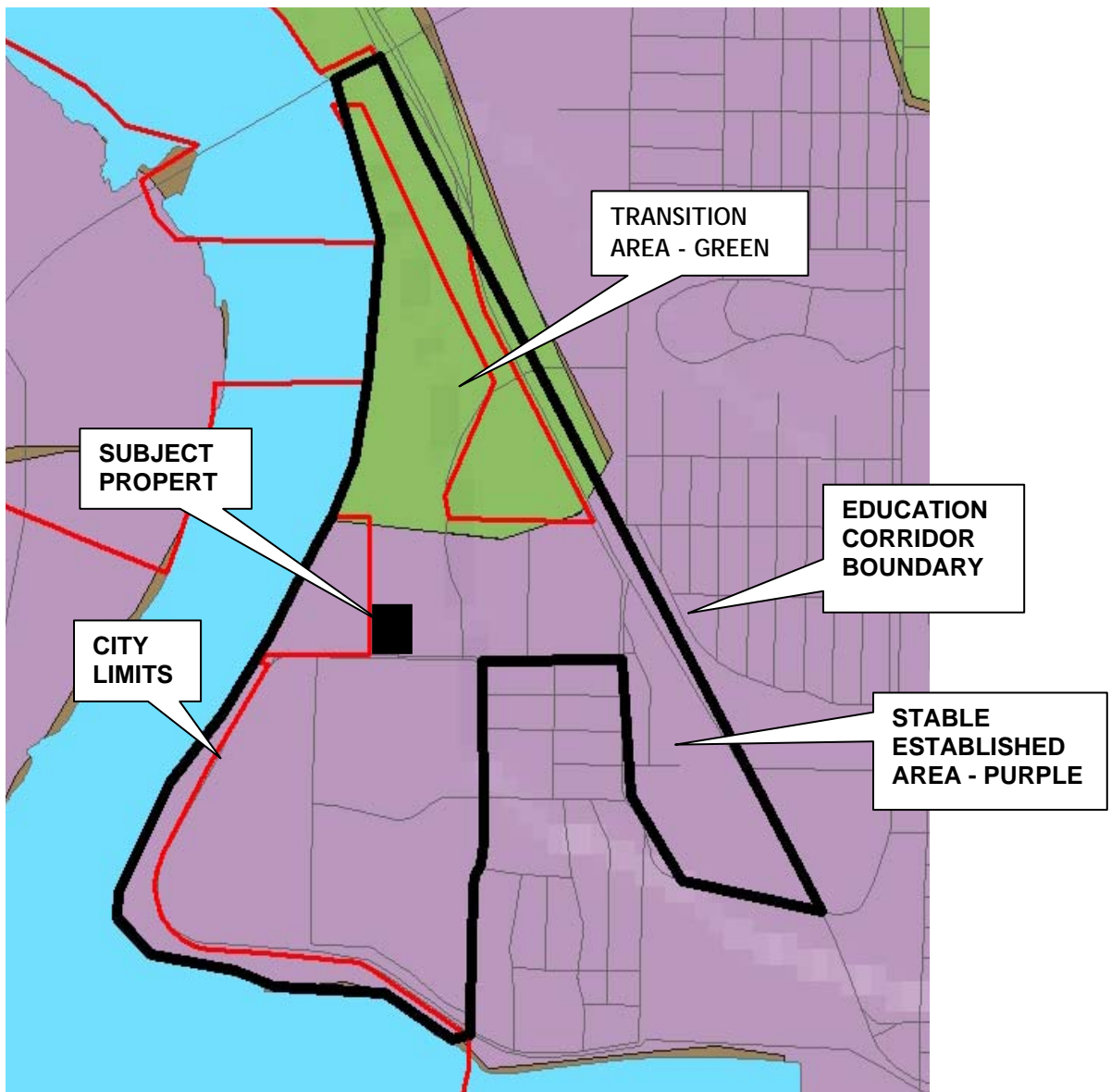
A. Zoning.



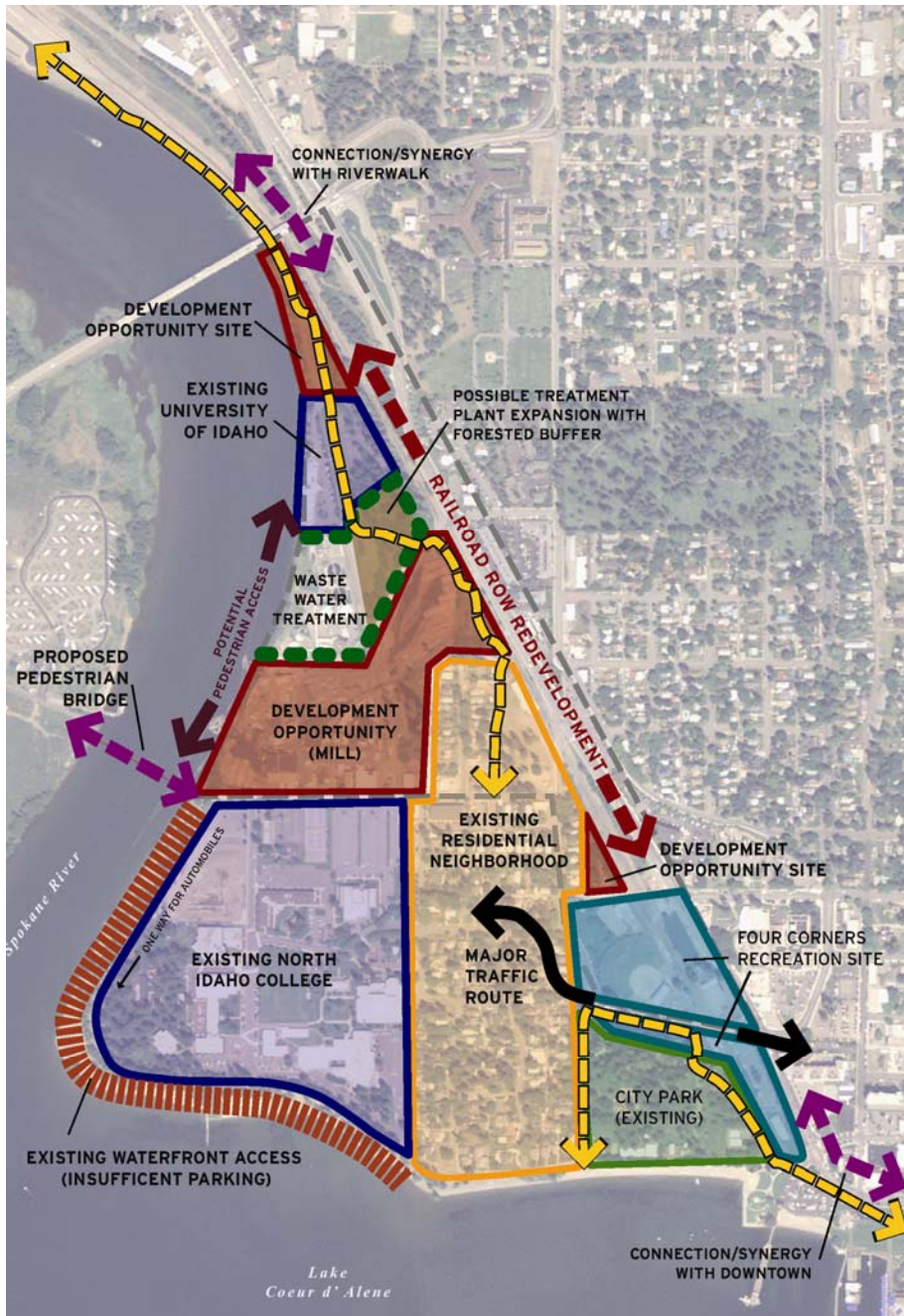
B. Generalized land use.



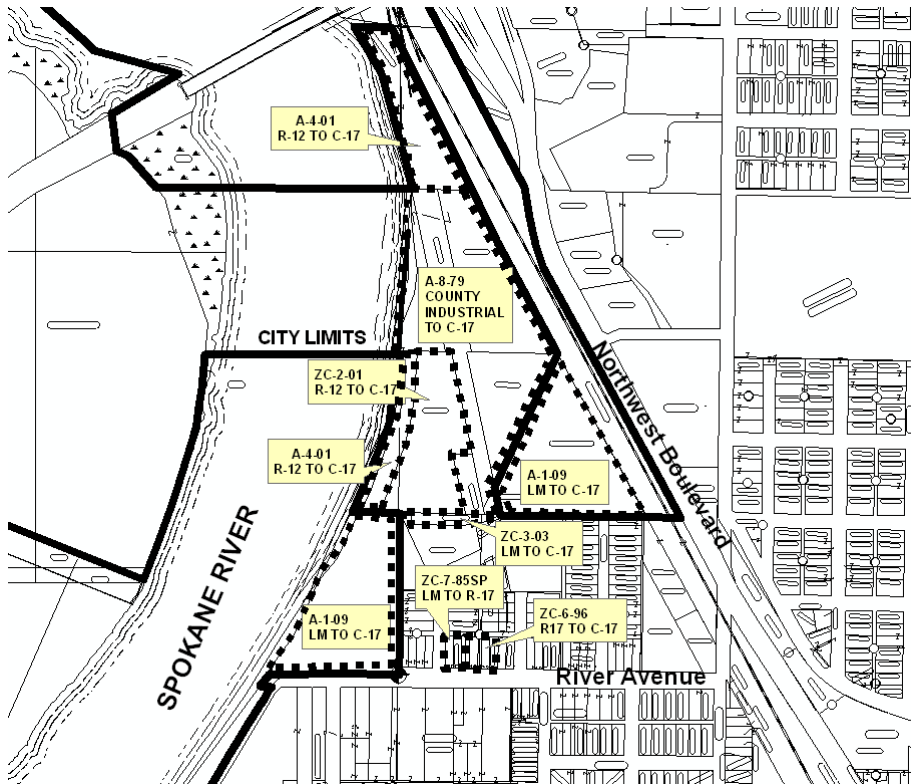
C. 2007 Comprehensive Plan designation - Stable Established – Education Corridor



2007 Comprehensive Plan - Special Area – Education Corridor Conceptual Plan



E. Zone changes in surrounding area.



F. Applicant North Idaho College
1000 West Garden Avenue
Coeur d'Alene, ID 83814

Owners: North Idaho College
1000 West Garden Avenue
Coeur d'Alene, ID 83814

North Idaho College Foundation
1000 West Garden Avenue
Coeur d'Alene, ID 83814

G. Parcel A contains 2 portable units for offices and Parcel B contains 7 portable classroom units.

H Land uses in the area include civic – North Idaho College, Lewis & Clark State College, University of Idaho, waste water treatment plant and commercial and residential – single-family and multi-family.

I. While Seiter Hall on campus is remodeled, NIC has placed 9 temporary units on the subject property for office/classroom use during the January to July 2010 time period. The applicant has placed the units on the property and is using them in advance of the zone change.

j. The Planning Commission approved the request on April 13, 2010 by a 4 to 0 vote.

The following condition was included in Site Development Permit #116485, which has been issued for this project:

Permit is issued conditioned on the applicant completing a rezone of the subject property to a zoning designation that allows the intended use. In the event that an appropriate rezone of the property is not granted, permittee must discontinue the use. By signing for this permit, permittee acknowledges that it is proceeding at its own risk and will discontinue the use if an appropriate rezone is not granted.

- J. Zone changes in surrounding area.
- A-8-79 – County Industrial to C-17
 - ZC-7-85SP – LM to R-17
 - ZC-6-96 – R-17 to C-17
 - A-4-01 – R-12 to C-17
 - ZC-2-01- R-12 to C-17
 - ZC-3-03 – LM to C-17
 - A-1-09 – County Industrial to C-17

ANALYSIS:

A. Zoning:

Parcel "A" is currently zoned R-17 (Residential at 17units/acre) and allows a community education use by right while Parcel "B" is LM (Light Manufacturing) and does not allow community education either by right or special use permit.

The applicant is requesting C-17 (Commercial) for both parcels, which allows the following uses by right and special use permit:

Purpose and Intent:

The requested C-17 zoning district is intended as a broad spectrum commercial district that permits limited service, wholesale/retail and heavy commercial in addition to allowing residential development at a density of seventeen (17) units per gross acre. It should be located adjacent to arterials, however, joint access developments are encouraged:

Uses permitted by right:

1. Single-family detached housing (as specified by the R-8 District).
2. Duplex housing (as specified by the R-12 District).
3. Cluster housing (as specified by the R-17 District).
4. Multiple-family (as specified by the R-17 District).
5. Home occupations.
6. Community education.
7. Essential service.
8. Community assembly.
9. Religious assembly.
10. Public recreation.
11. Neighborhood recreation.
12. Commercial recreation.
13. Automobile parking when serving an adjacent business or apartment.
14. Hospitals/health care.
15. Professional offices.
16. Administrative offices.
17. Banks and financial institutions.

18. Personal service establishments.
19. Agricultural supplies and commodity sales.
20. Automobile and accessory sales.
21. Business supply retail sales.
22. Construction retail sales.
23. Convenience sales.
24. Department stores.
25. Farm equipment sales.
26. Food and beverage stores, on/off site consumption.
27. Retail gasoline sales.
28. Home furnishing retail sales.
29. Specialty retail sales.
30. Veterinary office.
31. Hotel/motel.
32. Automotive fleet storage.
33. Automotive parking.
34. Automobile renting.
35. Automobile repair and cleaning.
36. Building maintenance service.
37. Business support service.
38. Communication service.
39. Consumer repair service.
40. Convenience service.
41. Funeral service.
42. General construction service.
43. Group assembly.
44. Laundry service.
45. Finished goods wholesale.
46. Group dwelling-detached housing.
47. Mini-storage facilities.
48. Noncommercial kennel.
49. Handicapped or minimal care facility.
50. Rehabilitative facility.
51. Child care facility.
52. Juvenile offenders facility.
53. Boarding house.
54. Commercial kennel.
55. Community organization.
56. Nursing/convalescent/rest homes for the aged.
57. Commercial film production.

Uses allowed by special use permit:

1. Veterinary hospital.
2. Warehouse/storage.
3. Custom manufacturing.
4. Extensive impact.
5. Adult entertainment sales and service.
6. Auto camp.
7. Residential density of the R-34 district as specified.
8. Underground bulk liquid fuel storage-wholesale.
9. Criminal transitional facility.
10. Wireless communication facility.

The zoning pattern (see zoning map on page 3) in the surrounding area shows R-8, R-17, C-17L, C-17 and light manufacturing zoning.

However, the North Idaho College property to the south is zoned R-17 and the City owned property to the north containing the wastewater treatment plant and University of Idaho is zoned C-17. The subject property is currently zoned light manufacturing and R-17.

B. Finding #B8: THAT THIS PROPOSAL (IS) (IS NOT) IN CONFORMANCE WITH THE COMPREHENSIVE PLAN POLICIES.

1. The subject property is within the Area of City Impact Boundary.
2. The subject property has a land use designation of Stable Establish and is within the Education Corridor land use area and the Education Corridor Conceptual Plan and Neighborhoods (Fort Grounds) Special Areas, as follows:

Stable Established Areas:

These areas are where the character of neighborhoods has largely been established and, in general, should be maintained. The street network, the number of building lots and general land use are not expected to change greatly within the planning period.

Education Corridor:

The Education Corridor is becoming an important asset to our community as institutions of higher learning continue to grow in this area. A study looking at future land use patterns in the Education Corridor is currently underway. This study should provide the needed framework to ensure compatibility with the existing neighborhoods, wastewater treatment plant, shoreline, and the planned higher educational uses.

The characteristics of the Education Corridor will include:

- An increasing number of uses related to the provision of higher education that is suitable in scale and density with the existing surrounding uses.
- Ensuring connectivity is maintained and improved throughout the corridor to provide multi-modal transportation options.
- Retaining and increasing trees and landscaping.

3. **Special Areas – Education Corridor Conceptual Plan**

Coeur d'Alene is home to three institutions of higher education: the main campus of North Idaho College (NIC), and branch campuses of the University of Idaho (UI) and Lewis-Clark State College (LCSC). NIC has made its home at the Fort Grounds since it was founded in 1933, and UI and LCSC have been offering classes and services in various locations for many years. In 2002, the City of Coeur d'Alene sold a former restaurant/office building down river from NIC to UI. It is probable that an additional institution, Idaho State University, will also offer programs from this location in the future.

The city recognizes that the continuation and growth of these higher education institutions is crucial for its quality growth. Our vision is that the locations be joined to form an Education Corridor that would extend along Northwest Boulevard and the Spokane River for more than a mile.

Two other entities are currently included in this land mix: the city's Wastewater Treatment Facilities and the DeArmond Lumber Mill, owned and operated by the Stimson Lumber Company.

The city's vision is that the treatment facilities remain, but be designed and landscaped to be compatible with a new, more expansive campus.

Policy:

Working in conjunction with LCDC, NIC, UI, LCSC, and private development groups, we will create an education corridor that will connect the existing NIC campus with other higher education institutions.

Methods:

We will support educational institutions in their planning efforts for the Education Corridor.

We will enlarge the wastewater treatment plant, but will design and build it to ensure compatibility of the adjoining land uses.

4. **Special Areas: Neighborhoods – Fort Grounds:**

During the next 20-year planning period, this neighborhood will be impacted by extensive development along its borders to the north and east. Careful planning in cooperation with the Fort Grounds Home Owners Association will be necessary to preserve this neighborhood's character and charm.

Policy:

We will preserve the Fort Grounds as an historic area, park, and campus.

Methods:

Establish an additional traffic ingress/egress for increased circulation.
Support the higher education institutes in their existing and planned campuses.

5. **Significant Policies:**

➤ Objective 1.01 - Environmental Quality:

Minimize potential pollution problems such as air, land, water, or hazardous materials.

➤ Objective 1.02 - Water Quality:

Protect the cleanliness and safety of the lakes, rivers, watersheds, and the aquifer

➤ Objective 1.12 - Community Design:

Support the enhancement of existing urbanized areas and discourage sprawl.

➤ Objective 1.13 - Open Space:

Encourage all participants to make open space a priority with every development and annexation.

- Objective 1.14 - Efficiency:
Promote the efficient use of existing infrastructure, thereby reducing impacts to undeveloped areas.
- Objective 2.01 - Business Image & Diversity:
Welcome and support a diverse mix of quality professional, trade, business, and service industries, while protecting existing uses of these types from encroachment by incompatible land uses.
- Objective 2.02 - Economic & Workforce Development:
Plan suitable zones and mixed use areas, and support local workforce development and housing to meet the needs of business and industry.
- Objective 3.05 - Neighborhoods:
Protect and preserve existing neighborhoods from incompatible land uses and developments.
- Objective 3.06 - Neighborhoods:
Protect the residential character of neighborhoods by allowing residential/commercial/industrial transition boundaries at alleyways or along back lot lines if possible.
- Objective 3.12 - Education:
Support quality educational facilities throughout the city, from the pre-school through the university level
- Objective 3.16 - Capital Improvements:
Ensure infrastructure and essential services are available prior to approval for properties seeking development.
- Objective 4.01 - City Services:
Make decisions based on the needs and desires of the citizenry.
- Objective 4.02 - City Services:
Provide quality services to all of our residents (potable water, sewer and stormwater systems, street maintenance, fire and police protection, street lights, recreation, recycling, and trash collection).

Evaluation: The City Council must determine, based on the evidence before them, whether the Comprehensive Plan policies do or do not support the request. Specific ways in which the policy is or is not supported by this request should be stated in the finding.

C. **Finding #B9: THAT PUBLIC FACILITIES AND UTILITIES (ARE) (ARE NOT) AVAILABLE AND ADEQUATE FOR THE PROPOSED USE.**

SEWER:

Public sewer is available and adequate to serve the use.

Comments submitted by Don Keil, Assistant Wastewater Superintendent

WATER:

Water is available and adequate to serve the use.

Comments submitted by Terry Pickel, Assistant Wastewater Superintendent

STREETS, TRAFFIC AND STORMWATER:

NO COMMENTS.

Submitted by Chris Bates, Engineering Project Manager

FIRE:

No comments.

Submitted by Glenn Lauper, Deputy Fire Chief

POLICE:

No comments.

Submitted by Steve Childers, Captain, Police Department

D. **Finding #B10: THAT THE PHYSICAL CHARACTERISTICS OF THE SITE (MAKE) (DO NOT MAKE) IT SUITABLE FOR THE REQUEST AT THIS TIME.**

There are no physical constraints such as topography that would make the subject property unsuitable for development.

Evaluation: The City Council must determine, based on the evidence before them, whether the physical characteristics of the site make it suitable for the request at this time.

E. **Finding #B11: THAT THE PROPOSAL (WOULD) (WOULD NOT) ADVERSELY AFFECT THE SURROUNDING NEIGHBORHOOD WITH REGARD TO TRAFFIC, NEIGHBORHOOD CHARACTER, (AND) (OR) EXISTING LAND USES.**

The proposed use will not increase the overall campus traffic because it is providing a temporary location for the existing classrooms and offices located in Seiter Hall during the remodeling of that building. This site is located on a portion of the vacant DeArmond mill site, is adjacent to buildings containing NIC offices and maintenance facilities and is across the street from college parking lots and tennis courts.

F. Recommended conditions:

None

G. Ordinances and Standards Used In Evaluation:

Comprehensive Plan - 2007.

Municipal Code.

Idaho Code.

Wastewater Treatment Facility Plan.

Water and Sewer Service Policies.

Urban Forestry Standards.

Transportation and Traffic Engineering Handbook, I.T.E.

Manual on Uniform Traffic Control Devices.

ACTION ALTERNATIVES:

Staff recommends the City Council take the following action:

The City Council must consider this request and make appropriate findings to approve, deny or deny without prejudice. The findings worksheet is attached.

If the Council approves the request, they may adopt the Planning Commission findings, create their own findings or use some of the Planning Commission findings and some of their own findings.

If the Council denies the request, a new set of findings must be made.

PROPERTY INFORMATION

- 1. Gross area: (all land involved): _____ acres, and/or _____ sq.ft.
- 2. Total Net Area (land area exclusive of proposed or existing public street and other public lands): 1.1 acres, and/or _____ sq. ft.
- 3. Total number of lots included: 10/5/09
- 4. Existing land use: _____
- 5. Existing Zoning (check all that apply): R-1 R-3 R-5 R-8 R-12 R-17 MH-8
 NC CC C-17 C-17L DC LM M
- 6. Proposed Zoning (check all the apply): R-1 R-3 R-5 R-8 R-12 R-17 MH-8
 NC CC C-17 C-17L DC LM M

JUSTIFICATION

Please use this space to state the reason(s) for the requested zone change and include comments on the 2007 Comprehensive Plan Category, Neighborhood Area, and applicable Special Areas and appropriate goals and policies and how they support your request.

There are two properties. One used to be an old apartment complex that U of I had converted to offices. Nic has demolished the building and has set two temporary units for office use while Seiter Hall is remodeled. Jan, 2010- July, 2010. These units have restrooms for the office personnel and handicap ramps for the CEA unit.

The other piece used to be the sawmill and has been leveled. This piece has 7 temporary units for filling space while the Seiter Hall is being remodeled.

Three of these units will stay until July 2010 while the other four will be removed after the semester... May 28th, 2010...

Note: The 2007 Comprehensive Plan is available by going to www.cdavid.org under Departments / Planning

Applicant: North Idaho College
Location: 909 W. Garden Avenue & 927 W. River Avenue
Request: A proposed zone change from R-17 (Residential at 17 units/acre) & LM (Light manufacturing) to C-17 (Commercial at 17 units/acre) QUASI-JUDICIAL (ZC-1-10)

Senior Planner Stamosos presented the staff report, gave the mailing tally as 0 in favor, 0 opposed, and 3 neutral and answered questions from the Commission.

Commissioner Luttrupp commented that he is concerned with the lack of ingress/egress to these lots and questioned if Hubbard Avenue will be continued to the north when this project is completed.

Planning Director Yadon explained that the college has hired a consultant to perform a study on infrastructure, including traffic counts and utilities.

Public testimony open:

Marc Lyons, applicant representative, 700 Northwest Boulevard, explained that these two parcels, currently used by the college, have in the past been considered unimproved property and are now used as a temporary place for portable classrooms until their new building is completed this summer. He commented that the C-17 zoning was chosen to allow the use of temporary classrooms and will be consistent with the other lots that were zoned C-17 last year.

Commissioner Bowlby questioned, from looking at the map, there are a few more lots remaining zoned Light Manufacturing, and inquired why the college did not include these as one package.

Mr. Lyons explained that the C-17 zone request was needed specifically for these two lots since the current zoning is Light Manufacturing and does not allow the use of portable buildings in that zoning district.

Commissioner Luttrupp inquired if Mr. Lyons is representing the college.

Mr. Lyons commented that he is representing the college, but also has permission to represent the foundation.

Commissioner Luttrupp inquired if the parcel that North Idaho foundation owns will be owned by North Idaho College.

Mr. Lyons commented that there is a transaction pending, and if approved, North Idaho College will be the owner.

He added that the goal for North Idaho College and North Idaho Foundation is to eventually have the remaining lots zoned C-17.

Public testimony closed:

DISCUSSION:

Commissioner Luttrupp referenced finding B-11 in the staff report, stating if this project will adversely affect this neighborhood, and he feels if approved, the neighborhood will be affected.

Commissioner Bowlby commented that she is confident issues regarding noise and traffic will be resolved as the project is more defined.

Commissioner Rasor commented that noise should not be an issue since this site was originally the mill site and the neighborhood is already accustomed to the traffic and noise from the mill.

Senior Planner Stamos commented that the portable buildings currently on this lot will be removed once the new building is completed.

Motion by Bowlby, seconded by Rasor, to approve Item ZC-1-10. Motion approved.

ROLL CALL:

Commissioner Bowlby	Voted	Aye
Commissioner Evans	Voted	Aye
Commissioner Rasor	Voted	Aye
Commissioner Luttrupp	Voted	Aye

Motion to approve carried by a 4 to 0 vote.

**COEUR D'ALENE PLANNING COMMISSION
FINDINGS AND ORDER**

A. INTRODUCTION

This matter having come before the Planning Commission on, February 9, 2010 , and continued to April 13, 2010, there being present a person requesting approval of Item ZC-1-10, a request for a zone change from R-17 (Residential at 17 units/acre) – parcel "A" (Owned by NIC) and LM (light Manufacturing) – parcel "B" (Owned by NIC Foundation) to the C-17 (Commercial at 17 units/acre) zoning district.

LOCATION: +/-1.1 acre parcel at 909 and 927 West River Avenue

APPLICANT: North Idaho College and the North Idaho College Foundation

B. FINDINGS: JUSTIFICATION FOR THE DECISION/CRITERIA, STANDARDS AND FACTS RELIED UPON

- B1. That the existing land uses are civic – North Idaho College, Lewis & Clark State College, University of Idaho, waste water treatment plant and commercial and residential – single-family and multi-family.
- B2. That the Comprehensive Plan Map designation is Stable Established.
- B3. That the zoning is R-17 (Residential at 17 units/acre) – parcel "A" and LM (light Manufacturing) – parcel "B"
- B4. That the notice of public hearing was published on, January 23, 2010, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on, January 26, 2010, and March 27, 2010, which fulfills the proper legal requirement.
- B6. That 9 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on, January 22, 2010, and March 26, 2010 and 3 responses were received: 0 in favor, 0 opposed, and 3 neutral.
- B7. That public testimony was heard on April 13, 2010. Mark Lyons, applicant's representative discussed the reasons for the zone change, the fact that it is

contiguous to the DeArmond millsite annexation and consistent with the C-17 zoning approved for that annexation.

- B8. That this proposal is in conformance with the Comprehensive Plan policies as follows:

Stable Established Areas:

These areas are where the character of neighborhoods has largely been established and, in general, should be maintained. The street network, the number of building lots and general land use are not expected to change greatly within the planning period.

Education Corridor:

The Education Corridor is becoming an important asset to our community as institutions of higher learning continue to grow in this area. A study looking at future land use patterns in the Education Corridor is currently underway. This study should provide the needed framework to ensure compatibility with the existing neighborhoods, wastewater treatment plant, shoreline, and the planned higher educational uses.

Objective 3.12 - Education:

Support quality educational facilities throughout the city, from the pre-school through the university level.

This request will support education throughout the city.

Objective 3.16 - Capital Improvements:

Ensure infrastructure and essential services are available prior to approval for properties seeking development.

All services are available to the site.

Objective 4.01 - City Services:

Make decisions based on the needs and desires of the citizenry.

Objective 4.02 - City Services:

Provide quality services to all of our residents (potable water, sewer and stormwater systems, street maintenance, fire and police protection, street lights, recreation, recycling, and trash collection).

As indicated above, all services and facilities are available and adequate.

- B9. That public facilities and utilities are available and adequate for the proposed use.
As indicated above, all services and facilities are available and adequate.

B10. That the physical characteristics of the site do make it suitable for the request at this time because the subject property is flat and has no physical constraints that would make it unsuitable for development.

B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, or existing land uses because the uses on the site will not create more traffic and once development occurs it will happen to the north of the subject property.

C. ORDER: CONCLUSION AND DECISION

The Planning Commission, pursuant to the aforementioned, finds that the request of NORTH IDAHO COLLEGE AND THE NORTH IDAHO COLLEGE FOUNDATION for a zone change, as described in the application should be approved.

Motion by Bowlby, seconded by Razor, to adopt the foregoing Findings and Order.

ROLL CALL:

Commissioner Bowlby	Voted Aye
Commissioner Evans	Voted Aye
Commissioner Luttrupp	Voted Aye
Commissioner Razor	Voted Aye

Commissioners Messina and Soumas were absent.

Motion to approve carried by a 4 to 0 vote.



CHAIRMAN BRAD JORDAN

**COEUR D'ALENE CITY COUNCIL
FINDINGS AND ORDER**

A. INTRODUCTION

This matter having come before the City Council on, June 15, 2010, and there being present a person requesting approval of ITEM: ZC-1-10, a request for a zone change from R-17 (Residential at 17 units/acre) – parcel “A” (Owned by NIC) and LM (light Manufacturing) – parcel “B” (Owned by NIC Foundation) to the C-17 (Commercial at 17 units/acre) zoning district.

LOCATION: +/-1.1 acre parcel at 909 and 927 West River Avenue

APPLICANT: North Idaho College and the North Idaho College Foundation

**B. FINDINGS: JUSTIFICATION FOR THE DECISION/CRITERIA, STANDARDS AND FACTS RELIED UPON
(The City Council may adopt Items B1-through7.)**

- B1. That the existing land uses are civic – North Idaho College, Lewis & Clark State College, University of Idaho, waste water treatment plant and commercial and residential – single-family and multi-family.
- B2. That the Comprehensive Plan Map designation is Stable Established.
- B3. That the zoning is R-17 (Residential at 17 units/acre) – parcel “A” and LM (light Manufacturing) – parcel “B”
- B4. That the notice of public hearing was published on, May 29, 2010, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on, June 2, 2010, which fulfills the proper legal requirement.
- B6. That 9 notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property on May 28, 2010, and _____ responses were received: ____ in favor, ____ opposed, and ____ neutral.
- B7. That public testimony was heard on June 15, 2010.

B8. That this proposal **(is) (is not)** in conformance with the Comprehensive Plan policies as follows:

B9. That public facilities and utilities **(are) (are not)** available and adequate for the proposed use. This is based on

Criteria to consider for B9:

1. Can water be provided or extended to serve the property?
2. Can sewer service be provided or extended to serve the property?
3. Does the existing street system provide adequate access to the property?
4. Is police and fire service available and adequate to the property?

B10. That the physical characteristics of the site **(do) (do not)** make it suitable for the request at this time because

Criteria to consider for B10:

1. Topography
2. Streams
3. Wetlands
4. Rock outcroppings, etc.
5. vegetative cover

B11. That the proposal **(would) (would not)** adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, **(and) (or)** existing land uses because

Criteria to consider for B11:

1. Traffic congestion
2. Is the proposed zoning compatible with the surrounding area in terms of density, types of uses allowed or building types allowed
3. Existing land use pattern i.e. residential, commercial, residential w churches & schools etc.

C. ORDER: CONCLUSION AND DECISION

The City Council, pursuant to the aforementioned, finds that the request of **NORTH IDAHO COLLEGE AND THE NORTH IDAHO COLLEGE FOUNDATION** for a zone change, as described in the application should be **(approved) (denied) (denied without prejudice)**.

Special conditions applied are as follows:

Motion by _____, seconded by _____, to adopt the foregoing Findings and Order.

ROLL CALL:

Council Member Hassell	Voted _____
Council Member Edinger	Voted _____
Council Member Goodlander	Voted _____
Council Member McEvers	Voted _____
Council Member Bruning	Voted _____
Council Member Kennedy	Voted _____

Mayor Bloem Voted _____ (tie breaker)

Council Member(s) _____ were absent.

Motion to _____ carried by a ____ to ____ vote.

MAYOR SANDI BLOEM

INFORMATION SECTION

Including

Correspondence

Board, Commission, Committee Minutes

CITY OF COEUR D'ALENE
Treasurer's Report of Cash and Investment Transactions

FUND	BALANCE 4/30/2010	RECEIPTS	DISBURSE- MENTS	BALANCE 5/31/2010
<u>General-Designated</u>	\$547,428	\$53,041	\$87,515	\$512,954
<u>General-Undesignated</u>	5,237,896	3,394,049	4,926,825	3,705,120
<u>Special Revenue:</u>				
Library	92,829	14,020	92,514	14,335
CDBG	(7,010)	16,894	11,417	(1,533)
Cemetery	(96,694)	11,065	18,134	(103,763)
Parks Capital Improvements	227,547	22,038	18,859	230,726
Impact Fees	2,037,567	22,224		2,059,791
Annexation Fees	62,846	11		62,857
Insurance	1,882,083	697	18,147	1,864,633
Cemetery P/C	1,860,564	7,923		1,868,487
Jewett House	9,919	4,853	1,260	13,512
KCATT	3,411			3,411
Reforestation	9,674	329	321	9,682
Street Trees	216,577	2,137	10,662	208,052
Community Canopy	875	30	114	791
CdA Arts Commission	277	2,516	13	2,780
Public Art Fund	27,859	5		27,864
Public Art Fund - LCDC	263,586	46		263,632
Public Art Fund - Maintenance	112,858	19	27	112,850
KMPO - Kootenai Metro Planning Org	8,220	17,727	11,631	14,316
<u>Debt Service:</u>				
2000, 2002 & 2006 G.O. Bonds	1,116,151	9,206		1,125,357
LID Guarantee	283,327	137,088	363,593	56,822
LID 124 Northshire/Queen Anne/Indian Meadows	2,648	93,115	95,763	-
LID 127 Fairway / Howard Francis	852	94,548	95,400	-
LID 129 Septic Tank Abatement	167,772	176,263	344,035	-
LID 130 Lakeside / Ramsey / Industrial Park	20,778	4,344		25,122
LID 143 Lunceford / Neider	-			-
LID 146 Northwest Boulevard	78,040			78,040
<u>Capital Projects:</u>				
Street Projects	550,972	9,351	112,665	447,658
2006 GO Bond Capital Projects	(3,501)	3,501		-
<u>Enterprise:</u>				
Street Lights	92,649	37,467	42,931	87,185
Water	1,022,912	189,888	203,817	1,008,983
Water Capitalization Fees	864,357	27,838		892,195
Wastewater	10,828,930	436,967	1,672,384	9,593,513
Wastewater-Reserved	1,016,198	19,500		1,035,698
WWTP Capitalization Fees	1,186,039	34,085		1,220,124
WW Property Mgmt	60,668			60,668
Sanitation	(50,323)	232,932	245,473	(62,864)
Public Parking	639,563	10,527	3,339	646,751
Stormwater Mgmt	570,321	105,700	92,268	583,753
Wastewater Debt Service	422	536,560	536,554	428
<u>Fiduciary Funds:</u>				
Kootenai County Solid Waste Billing	177,039	171,121	177,039	171,121
LID Advance Payments	426	40		466
Police Retirement	1,350,940	120,998	117,228	1,354,710
Sales Tax	1,102	1,355	1,102	1,355
BID	139,325	4,242		143,567
Homeless Trust Fund	389	402	389	402
GRAND TOTAL	\$32,616,308	\$6,026,662	\$9,301,419	\$29,341,551

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
SEVEN MONTHS ENDED
31-May-2010

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 5/31/2010	PERCENT EXPENDED
Mayor/Council	Personnel Services	\$183,234	\$122,763	67%
	Services/Supplies	14,360	6,221	43%
Administration	Personnel Services	483,605	321,749	67%
	Services/Supplies	5,500	3,516	64%
Finance	Personnel Services	637,704	414,242	65%
	Services/Supplies	116,240	66,269	57%
Municipal Services	Personnel Services	822,699	525,636	64%
	Services/Supplies	463,207	293,836	63%
Human Resources	Personnel Services	203,034	136,730	67%
	Services/Supplies	34,600	14,749	43%
Legal	Personnel Services	1,228,228	809,944	66%
	Services/Supplies	92,260	73,805	80%
	Capital Outlay			
Planning	Personnel Services	491,222	324,659	66%
	Services/Supplies	29,200	3,804	13%
Building Maintenance	Personnel Services	267,082	175,334	66%
	Services/Supplies	124,354	82,548	66%
Police	Personnel Services	8,504,121	5,399,091	63%
	Services/Supplies	695,924	345,718	50%
Fire	Personnel Services	6,391,258	4,251,916	67%
	Services/Supplies	383,290	214,756	56%
General Government	Services/Supplies	163,250	300,228	184%
Byrne Grant (Federal)	Personnel Services			
	Services/Supplies	87,343	378,246	433%
COPS Grant	Personnel Services		130,223	
	Services/Supplies		13,596	
CdA Drug Task Force	Services/Supplies	51,640	123,070	238%
	Capital Outlay			
Streets	Personnel Services	1,686,286	1,078,975	64%
	Services/Supplies	470,400	178,957	38%
ADA Sidewalk Abatement	Personnel Services	162,946	79,480	49%
	Services/Supplies	58,500	13,822	24%
Engineering Services	Personnel Services	347,291	238,453	69%
	Services/Supplies	732,050	113,382	15%
	Capital Outlay			

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
SEVEN MONTHS ENDED
31-May-2010

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 5/31/2010	PERCENT EXPENDED
Parks	Personnel Services	1,183,560	745,199	63%
	Services/Supplies	426,260	186,347	44%
Recreation	Personnel Services	599,152	334,186	56%
	Services/Supplies	141,150	98,367	70%
Building Inspection	Personnel Services	797,620	474,785	60%
	Services/Supplies	35,800	20,722	58%
Total General Fund		<u>28,114,370</u>	<u>18,095,324</u>	<u>64%</u>
Library	Personnel Services	941,698	612,749	65%
	Services/Supplies	184,000	104,325	57%
	Capital Outlay	60,000	42,130	70%
CDBG	Services/Supplies	304,576	76,053	25%
Cemetery	Personnel Services	148,024	103,668	70%
	Services/Supplies	65,450	42,233	65%
	Capital Outlay	25,200	110,026	437%
Impact Fees	Services/Supplies	830,000	454,976	55%
Annexation Fees	Services/Supplies	200,000	200,000	100%
Parks Capital Improvements	Capital Outlay	227,000	182,757	81%
Insurance	Services/Supplies	201,243	182,707	91%
Cemetery Perpetual Care	Services/Supplies	98,500	56,789	58%
Jewett House	Services/Supplies	17,100	8,130	48%
Reforestation	Services/Supplies	2,500	557	22%
Street Trees	Services/Supplies	41,500	38,064	92%
Community Canopy	Services/Supplies	1,000	642	64%
CdA Arts Commission	Services/Supplies	6,600	9	0%
Public Art Fund	Services/Supplies	173,000	126,291	73%
KMPO	Services/Supplies	650,000	216,592	33%
Total Special Revenue		<u>4,177,391</u>	<u>2,558,698</u>	<u>61%</u>
Debt Service Fund		<u>2,153,383</u>	<u>1,786,064</u>	<u>83%</u>

CITY OF COEUR D'ALENE
BUDGET STATUS REPORT
SEVEN MONTHS ENDED
31-May-2010

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGETED	SPENT THRU 5/31/2010	PERCENT EXPENDED
Kathleen / Howard Signal	Capital Outlay	125,000	10,980	9%
Govt Way - Dalton to Hanley	Capital Outlay	1,000,000	109,476	11%
Howard - Neider Extension	Capital Outlay	200,000	399,319	200%
Howard Street - North	Capital Outlay		152,539	
4th St - Lakeside to Harrison	Capital Outlay		609,972	
15th Street - Lunceford to Dalton	Capital Outlay	400,000	2,146	1%
3rd St & Harrison signal	Capital Outlay	275,000		
15th St & Harrison signal	Capital Outlay		893	
Intersection of Hanley & US95	Capital Outlay		186,806	
Fire Dept GO Bond Expenditure	Capital Outlay		7,833	
Total Capital Projects Funds		2,000,000	1,479,964	74%
Street Lights	Services/Supplies	555,571	361,143	65%
Water	Personnel Services	1,432,550	909,722	64%
	Services/Supplies	3,722,007	724,722	19%
	Capital Outlay	755,700	591,232	78%
Water Capitalization Fees	Services/Supplies	416,240		
Wastewater	Personnel Services	2,112,635	1,292,513	61%
	Services/Supplies	5,190,638	1,712,665	33%
	Capital Outlay	13,118,436	5,224,824	40%
	Debt Service	1,489,110	536,600	36%
WW Capitalization	Services/Supplies	1,026,993		
Sanitation	Services/Supplies	3,116,772	2,052,577	66%
Public Parking	Services/Supplies	173,957	104,227	60%
	Capital Outlay			
Stormwater Mgmt	Personnel Services	390,145	259,855	67%
	Services/Supplies	523,737	253,091	48%
	Capital Outlay	475,000	231,958	49%
Total Enterprise Funds		34,499,491	14,255,129	41%
Kootenai County Solid Waste		2,400,000	1,223,563	51%
Police Retirement		237,500	141,039	59%
Business Improvement District		142,000	60,000	42%
Homeless Trust Fund		5,000	3,583	72%
Total Fiduciary Funds		2,784,500	1,428,185	51%
TOTALS:		\$73,729,135	\$39,603,364	54%