



GENERAL SERVICES COMMITTEE

with

Council Members Edinger, Evans & Miller

November 27, 2017, 12:00 p.m.

AGENDA

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.

1. Three Year Agreement for Food Concession at Independence Point – Bill Greenwood
2. Water Based Business – Bill Greenwood
3. Skate Park Funding – Bill Greenwood
4. Annual Road and Street Financial Report – Troy Tymesen
5. Cooperative Agreement for Mutual Aid Assistance with Idaho Department of Lands (IDL) – Kenny Gabriel
6. Complete Streets Ordinance – Monte McCully

**Library Community Room
702 Front Street**

The City will make reasonable accommodations for anyone attending this meeting who require special assistance for hearing, physical or other impairments. Please contact Juanita Knight, the committee liaison at (208) 769-2348 at least three days in advance of the meeting date and time.

**GENERAL SERVICES
STAFF REPORT**

November 13, 2017

From: Bill Greenwood Park & Recreation Director

**Subject: THREE YEAR AGREEMENT FOR FOOD CONCESSION AT
INDEPENDENCE POINT**

Decision Point: Extend food Concession agreement with Tiki-Hut for 2018, 2019 and 2020 season.

History: In 2009 we accepted RFQ's for food service at Independence Point. We chose the Tiki-Hut Proposal and entered into an agreement to provide food service for the 2009 season and we have chosen renew their contract every season since then. The staff of the Tiki-Hut does a good job of providing food service and information to park visitors.

Financial Analysis: The fee for the 2018 season will be \$6,083.68, to be paid before April 15, 2018; the 2019 fee will be \$6,199.027 to be paid before April 15, 2019 and the 2020 season fee will be \$6317.05 to be paid before April 15, 2020 with the payment being made to the City's Parks and Recreation Department.

Performance Analysis: The food vendor provides a service to the public that we do not provide. It is in a good location that is well known and visible to daily park visitors and new visitors. We received many comments from the park visitors that they were quite pleased with the vendor, the staff and the service. Tiki-Hut will have an outdoor bar-b-q again this season and they will be using a 22 foot trailer at the designed site.

Decision Point: Recommend to City Council to renew the agreement with Tiki-Hut for the 2018, 2019, and 2020 season.

GENERAL SERVICES STAFF REPORT

Date: November 13, 2017
From: Bill Greenwood Parks & Recreation Director
SUBJECT: Water Based Business (*Council Action Required*)

DECISION POINT:

Does the Council want to create a new commercial off shore water based business opportunity within the City of Coeur d Alene's jurisdiction?

HISTORY:

Over the years we have had requests for additional commercial spaces within the waterfront corridor. Those requests have not come to fruition due to the lack of space available and creating conflicts with the general public and the current vendors.

FINANCIAL ANALYSIS:

There are no costs to the City of Coeur d Alene, if approved we would generate some revenue from this activity.

PERFORMANCE ANALYSIS:

At our commercial docks have nine bays with five different vendors utilizing the dock as well as one food vendor at Independence Point beach. Each of these business works within our jurisdiction and complies with regulations and stipulations of their lease agreement with us. The creation of a water base business would be difficult for us to manage as well as other departments to assist in that management given the nature and location of this type of business.

DECISION POINT / RECOMMENDATION:

Does the Council want to create a new commercial off shore water based business opportunity within the city's jurisdiction?

GENERAL SERVICES STAFF REPORT

Date: November 20, 2017
From: Bill Greenwood Parks & Recreation Director
SUBJECT: Skate Park Funding (*Council Action Required*)

DECISION POINT:

Allocate funds from Parks Capital Improvement Fund to complete the funding shortfall to build the new skate park at the in Memorial Park and to accept ignite funding.

HISTORY:

The original skate park was constructed in the early 90's with upgrades and improvements throughout the years by the Skate Park Association and the City of Coeur d Alene. A new Skate Park was identified in the 2008 Parks Master Plan as well as the Four Corners BLM Master Plan as a need for this user group.

In our development plan for Memorial Park we identified funding for a new skate park. We worked with the skateboard community and created a conceptual plan to build a plaza style skate park for \$400,000. We acquired \$200,000 from Ignite and we then applied for a LWCF matching grant for the other \$200,000, but unfortunately we did not receive the grant.

FINANCIAL ANALYSIS:

Not receiving the grant was a disappointment to say the least, although we have other avenues to locate the needed funds. Ignite is willing to further partner with us to make up this shortfall, they are proposing to give us an additional \$150,000 and we would take \$50,000 from Parks Capital Improvement in order to build the new skate park.

PERFORMANCE ANALYSIS:

This is perfect use of Parks Capital Improvement Fund and this project helps to meet the needs of our CDA Stake Park Association and their user group of 875 skaters and another 500 BMX riders that will use this new facility.

DECISION POINT / RECOMMENDATION:

Allocate \$50,000 from Parks Capital Improvement Fund to complete the funding shortfall to build the new skate park at the in Memorial Park and to accept ignite funding.



CITY OF COEUR D'ALENE

FINANCE DEPARTMENT

CITY HALL, 710 E. MULLAN
COEUR D'ALENE, IDAHO 83816-3964
208/769-2225 – FAX 208/769-2284

Finance Department Staff Report

Date: November 27, 2017

From: Troy Tymesen, Finance Director

Subject: Annual Road and Street Financial Report

DECISION POINT:

The Council is being asked to review and to approve the Annual Road and Street Financial Report for the fiscal year ending September 30, 2017.

HISTORY:

Idaho Code, Section 40-708, requires the certification of road fund receipts and disbursements be completed and sent to the Idaho State Controller by the 31st of December for the preceding fiscal budget year for cities, counties, and highway districts.

FINANCIAL ANALYSIS:

The certification and timeliness of this report is critical to the City receiving funding from the State's Highway User tax disbursement. The revenue received during fiscal year 2016-17 was \$2,300,118.

PERFORMANCE ANALYSIS:

The Annual Road and Street Financial Report is an accounting of the dollars used in maintaining, creating and improving the road network overseen by the City. This report is a collaborative effort with the Street Maintenance Department and the Finance Department.

DECISION POINT:

The Council is being asked to review and to approve the Annual Road and Street Financial Report for the fiscal year ending September 30, 2017.

Annual Road and Street Financial Report

Page 1 of 3

Reporting Entity Name, Mailing Address and Contact Phone Number:		Please return, not later than December 31 , to:	
Entity City of Coeur d'Alene		BRANDON D. WOOLF IDAHO STATE CONTROLLER ATTN: HIGHWAY USERS STATEHOUSE MAIL BOISE, ID 83720	
Address 710 E Mullan Avenue			
City State Zip Coeur d Alene ID 83814			
Contact/Phone 208-769-2221	Contact/Email: Troy Tymesen troy@cdaid.org		

This certified report of dedicated funds is hereby submitted to the State Controller as required by 40-708, *Idaho code*.

Dated this __5th__ day of __December_____, __2017__.

ATTEST:

Clerk/Treasurer Signature

Mayor or Commissioner Signature

City Clerk/County Clerk/District Secretary (**type or print name & sign**) **AND** Commissioners or Mayor (**type or print name & sign**)**FOR THE FISCAL YEAR ENDING SEPTEMBER 30, __2017__**

Line 1 BEGINNING BALANCE AS OF OCTOBER 1 PREVIOUS YEAR

0

RECEIPTS**LOCAL FUNDING SOURCES**

Line 2	Property tax levy (for roads, streets and bridges)	
Line 3	Sale of assets	
Line 4	Interest income	6,176
Line 5	Fund transfers from non-highway accounts.	350,236
Line 6	Proceeds from sale of bonds (include LIDs)	
Line 7	Proceeds from issue of notes (include loans)	
Line 8	Local impact fees	898,000
Line 9	Local option registration fee	
Line 10	All other LOCAL receipts or transfers in.	5,799,328
Line 11	Total Local Funding (sum lines 2 through 10).	7,053,740

STATE FUNDING SOURCES

Line 12	Highway user revenue	2,300,118
Line 13	Sales tax/Inventory replacement tax	
Line 14	Sales tax/Revenue sharing	
Line 15	State Exchanged funds.	
Line 16	All other STATE receipts or transfers.	
Line 17	Total State Funding (sum lines 12 through 16).	2,300,118

FEDERAL FUNDING SOURCES

Line 18	Secure Rural Schools	
Line 19	Federal-aid Bridge.	
Line 20	Federal-aid Rural.	
Line 21	Federal-aid Urban.	17,494
Line 22	Federal Lands Access Funds and All other FEDERAL receipts or transfers	
Line 23	Total Federal Funding (sum lines 18 through 22)	17,494
Line 24	TOTAL RECEIPTS (sum lines 11, 17, 23)	9,371,352

REPORTING ENTITY NAME:

FISCAL YEAR:

DISBURSEMENTS

Page 2 of 3

	NEW CONSTRUCTION (include salary and benefits on each line)	
Line 25	Roads	2,831,724
Line 26	Bridges, culverts and storm drainage	
Line 27	RR Crossing	
Line 28	Other (signs, signals or traffic control).	137,945.00
Line 29	Total New Construction (sum lines 25 through 28).	2,969,669
	RECONSTRUCTION/REPLACEMENT/REHABILITATION (include salary and benefits on each line)	
Line 30	Roads (rebuilt, realign, or overlay upgrade).	774,098
Line 31	Bridges, culverts and storm drainage	652,645
Line 32	RR Crossing.	
Line 33	Other (signs, signals or traffic control).	218,960
Line 34	Total Reconstruction/Replacement (sum lines 30 through 33).	1,645,703
	ROUTINE MAINTENANCE (include salary and benefits on each line)	
Line 35	Chip sealing or seal coating.	
Line 36	Patching	282,850
Line 37	Winter Maintenance	404,425
Line 38	Grading/blading	163,755
Line 39	Bridge.	
Line 40	Other (signs, signals or traffic control).	697,551
Line 41	Total Routine Maintenance (sum lines 35 through 40)	1,548,581
	EQUIPMENT	
Line 42	Equipment purchase - automotive, heavy, other.	45,342
Line 43	Equipment lease/purchase	52,796
Line 44	Equipment maintenance.	510,494
Line 45	Other (specify).	
Line 46	Total Equipment (sum lines 42 through 45)	608,632
	ADMINISTRATION	
Line 47	Administrative salaries and expenses.	972,376
	OTHER EXPENDITURES	
Line 48	Right-of-way and property purchases	205,779
Line 49	Property leases	
Line 50	Street lighting	632,527
Line 51	Professional services - audit, clerical, and legal.	
Line 52	Professional services - engineering.	207,114
Line 53	Interest - bond (include LIDs).	
Line 54	Interest - notes (include loans).	
Line 55	Redemption - bond (include LIDs)	
Line 56	Redemption - notes (include loans)	
Line 57	Payments to other local government.	
Line 58	Fund transfers to non-highway accounts.	
Line 59	All other local expenditures	
Line 60	Total Other (sum lines 48 through 59)	1,045,420
Line 61	TOTAL DISBURSEMENTS (sum lines 29, 34, 41, 46, 47, 60).	8,790,381
Line 62	RECEIPTS OVER DISBURSEMENTS (line 24 - line 61).	580,971
Line 63	OTHER ADJUSTMENTS (Audit adjustment and etc.).	
Line 64	CLOSING BALANCE (sum lines 1, 62, 63)	580,971
Line 65	Funds on Line 64 obligated for specific future projects & reserves.	580,971
Line 66	Funds on Line 64 retained for general funds and operations.	0
Line 67	ENDING BALANCE (line 64 minus the sum of lines 65, 66)	0

MANDATORY Section must be completed on HB312 revenue

Reporting is required on the highway user revenue from HB312. Make sure you list how much you received in additional revenue on line 77. Starting on line 78, check the maintenance that was completed with the additional funds, provide how much was spent on each item, and a general description including quantity of length.

Example: ☐ *Chip Sealing/ Seal Coating* \$35,000 *Chip sealed .25 miles of main street*

Line 77 **Total amount of Highway User Revenue from HB312** 550,515

	<u>Maintenance performed</u>	<u>Amount spent</u>	<u>Description of work</u>
Line 78	<input type="checkbox"/> Rehabilitation of road		
Line 79	<input type="checkbox"/> Rehabilitation and maintenance of bridge	\$ -	
Line 80	<input type="checkbox"/> Chip Sealing/Seal Coating	291,509.00	3.15 miles Chip & Seal
Line 81	<input type="checkbox"/> Grading/Blading	9,377.00	Grading Gravel Dust Oil
Line 82	<input type="checkbox"/> Striping		
Line 83	<input type="checkbox"/> Traffic Control	15,929.00	Traffic Control
Line 84	<input type="checkbox"/> All other maintenance	233,700.00	Hot & Cold Asphalt Maintenance
Total amount spent on maintenance or replacement		\$ 550,515.00	

Line 85 Deferred maintenance costs over the last 5 years (in dollars).

11/15/17

City of Coeur d'Alene
16/17 Street Report
Revenues

FUND	DESCRIPTION	AMOUNT			
004	Interest Income 3710-0000	228.75	Line	4	
023	Interest - Capital Proj Fund	779.43	Line	4	
038	Interest - Stormwater Fund	5,167.42	Line	4	6,175.60
004	Transfer from General Fund to Street Lighting Fund	73,925.00	Line	5	
001	Street Division Services 3430-1000	20,060.00	Line	5	
001	Reimbursement for Street Wear 3430-2000	256,250.59	Line	5	350,235.59
021	Impact fees for Traffic Calming	12,000.00	Line	8	
021	Impact fees for Fastlane Project	325,000.00	Line	8	
021	Impact fees for Medina Avenue	100,000.00	Line	8	
021	Impact fees for Govt Way Proj	160,000.00	Line	8	
021	Impact fees for Seltice Way design	175,000.00	Line	8	
021	Impact fees for Ironwood Project	126,000.00	Line	8	898,000.00
001	Highway Dist. (County) 3380-1000	609,312.00	Line	10	
001	Stormwater Review 3220-1250	28,500.00	Line	10	
001	Franchise Fees	1,521,154.96	Line	10	
004	Service Charges 3430-3000	530,773.77	Line	10	
023	Ignite CDA for Seltice Way	38,250.00	Line	10	
038	Drainage Charges	1,037,926.37	Line	10	
023	Lakes Hwy and City of Hayden - match for Govt Way design	169,768.11	Line	10	
023	City of Dalton Gardens for Govt Way Project	1,019,988.00	Line	10	
023	Seltice Way Revitalization - City of PF & PF Hwy District	122,220.21	Line	10	
023	Seltice Way Revitalization - Hayden Rec Water & Sewer District	373,680.09	Line	10	
023	US 05 & Ironwood contribution from Kootenai Health	340,674.98	Line	10	
072	Fees for Trail Use	7,079.50	Line	10	5,799,327.99
			Line	16	-
001	Highway User (State) 3350-2000	2,300,117.55	Line	12	2,300,117.55
023	ITD funds for Govt Way - Hanley to Prairie	16,468.47	Line	21	
023	ITD funds for Seltice Way Sidewalks	1,025.14	Line	21	17,493.61
					-
	Total Revenues	<u>9,371,350.34</u>			<u>9,371,350.34</u>

11/15/17

City of Coeur d'Alene
16/17 Street Report
Expenditures

FUND	DESCRIPTION	AMOUNT		
023-118	Fastlane Project pd to ITD	330,039.00	Line	25
023-121	Seltice Way - construction	884,007.76	Line	25
023-122	Ironwood US 95 Intersection - construction	258,924.00	Line	25
023-093	Govt Way - Hanley to Prairie construction pd to ITD	1,350,623.00	Line	25
023-093	Govt Way - Hanley to Prairie construction pd to LHTAC	8,130.00	Line	25
023-082	Medina Avenue - signal equipment	126,035.86	Line	28
023-085	Traffic calming - RRFB & speed sign	11,909.14	Line	28
			Line	28
020	Street Overlay	774,098.28	Line	30
038	Storm Drain expenditures	652,645.42	Line	31
072-100	Trail Maintenance	4,946.76	Line	40
001-024	Cenntenial Trail	7,500.00	Line	40
			Line	42
001-018	Equipment / Used Surplus	45,342.16	Line	42
			Line	42
			Line	42
	Administration from other Depts	179,963.00	Line	47
023-093	Govt Way - Hanley to Prairie ROW	46,619.20	Line	48
023-122	Ironwood Drive - ROW	159,160.17	Line	48
004	Street Lights - Annual Operation	632,526.98	Line	50
			Line	51
023-121	Seltice Way - design	42,556.78	Line	52
023-122	Ironwood Drive / US 95 Intersection Engineering design	19,101.22	Line	52
023-092	Seltice Way Sidewalks- design	11,700.67	Line	52
023-093	Govt Way - Hanley to Prairie Engineering	14,991.25	Line	52
023-082	Medina Avenue	75,344.53	Line	52
			Line	53
			Line	55
Total this W/S		<u>\$5,636,165.18</u>		<u>\$5,636,165.18</u>
Total from Street Dept. W/S		<u>\$3,154,216.88</u>	allocated	
Total expenditures		<u><u>\$8,790,382.06</u></u>		

City of Coeur d'Alene

FIRE DEPARTMENT

“City of Excellence”

Staff Report

Date: November 21, 2017

From: Kenny Gabriel, Fire Chief

Re: Cooperative Agreement for Mutual Aid Assistance with Idaho Department of Lands (IDL)

DECISION POINT: Should Mayor and Council allow the Fire Department to enter into a mutual aid agreement with IDL?

HISTORY: The City of Coeur d'Alene was the first City in the State to establish a Mutual Aid agreement with IDL. This was done to insure that we would have adequate resources available to combat a wildfire in and around the City. Since that time IDL has made agreements with many other Departments in the State to both give and receive mutual aid.

FINANCIAL ANALYSIS: There is no negative impact to the City. If we do go out of the area on a mutual aid fire with IDL we will be compensated for the response. Also, this agreement would have IDL pay for any support, such as planes and helicopter operations.

PERFORMANCE ANALYSIS: This agreement is very positive for the City. As stated it would ensure resources in the event of a wildfire in the City, such as air tankers, helicopters, earth moving machines, their equipment cache as well as their expertise.

DECISION POINT/RECOMMENDATION: Allow the Fire Department to enter into a Cooperative Agreement for Mutual Aid Assistance with IDL.

**COOPERATIVE AGREEMENT – MUTUAL ASSISTANCE
STATE OF IDAHO – STATE FORESTER**

IDAHO DEPARTMENT OF LANDS

and

COEUR D'ALENE FIRE DEPARTMENT

This agreement, made in duplicate on September 20, 2017, by and between the STATE OF IDAHO, acting by and through the State Forester, Idaho Department of Lands with the approval of the State Land Board of Commissioners, hereinafter referred to as "STATE", and the **COEUR D'ALENE FIRE DEPARTMENT**, hereinafter referred to as "COOPERATOR".

RECITALS

WHEREAS, under the provisions of Title 38, Chapter 1, Idaho Forestry Act, Idaho Code, with particular reference to §38-104, the STATE is authorized to enter into cooperative agreements with any county, municipality, association or organization for the detection, prevention or suppression of forest fires, or whose function, desire and/or duty it is to protect any forest or range land from forest or range fires for the purpose of furnishing, operating and maintaining, a protective system for the detection, prevention and suppression of forest or range fires in forest protective districts; and, under the provisions of Idaho Code, Title 31 Chapter 14, Fire Districts, and Title 67, Chapter 23, Miscellaneous Provisions, with particular reference to §31-1417, §31-1430, and §67-2339, the COOPERATOR is authorized to enter into agreements for the purpose of carrying out its duties and obligations; and

WHEREAS, certain of the lands and properties for which STATE and COOPERATOR are independently responsible for the protection from fire are intermingled or adjacent and

WHEREAS, in order to provide more effective and prompt fire suppression on these lands mutual assistance and cooperation between STATE and COOPERATOR is desirable.

NOW, THEREFORE, the parties hereto, STATE and COOPERATOR, do hereby agree as follows:

ARTICLE I

DEFINITIONS FOR AGREEMENT

1.01 Controlled

The completion of a control line around a fire, any spot fires therefrom, and any interior islands to be saved; burned out any unburned area adjacent to the fire side of the control lines; and cool down all hot spots that are immediate threats to the control line, until the lines can reasonably be expected to hold under the foreseeable conditions.

- 1.02 Containment
The status of a wildfire suppression action signifying that a control line has been completed around the fire, and any associated spot fires, which can reasonably be expected to stop the fire's spread.
- 1.03 Initial Attack
Initial fire suppression response actions taken by the first resources to arrive at a wildfire provided by a fire protection agency for the purposes of engaging in the suppression and/or control of a fire. Initial actions may be size up, patrolling, monitoring, holding action, or aggressive Initial Attack. The kind and number of resources responding to Initial Attack vary depending upon fire danger, fuel type, values to be protected, and other factors. Generally, Initial Attack involves a small number of resources, and incident size is small.
- 1.04 Jurisdiction
The range or sphere of authority related to fire protection agency's legal responsibilities and authority for incident mitigation as established in Idaho Law in conjunction with the procurement of fire protection services from the fire protection agency through its cooperative agreements, contracts, membership fees, tax levies or assessments intended to fund or provide for fire protection services. For Idaho Department of Lands, wildland fire protections services are provided to landowners who pay a Forest Fire Patrol Assessment as per §38-111, Idaho Code.
- 1.05 Protection Area
An area protected from fire by STATE and COOPERATOR as designated on maps described in ARTICLE II of this agreement.
- 1.06 Protecting Agency
The party having jurisdiction is responsible for fire suppression within a protection area.
- 1.07 Firefighting Facilities
The physical equipment, of each protecting agency, used for the suppression of fire.
- 1.08 Personnel
The persons designated by each protecting agency to take part in fire suppression activities.

ARTICLE II

PROTECTION AREA

- 2.01 STATE Protection Area
The Protection Area of STATE shall be indicated on the map labeled Exhibit "A", attached hereto and by this reference made a part hereof.
- 2.02 COOPERATOR Protection Area
The Protection Area of COOPERATOR shall be indicated on the map labeled Exhibit "B", attached hereto and by this reference made a part hereof.

ARTICLE III**MUTUAL ASSISTANCE****3.01 Cooperation**

STATE and COOPERATOR agree to furnish Personnel and Firefighting Facilities to each other to aid in suppression of fires. The Protecting Agency furnishing assistance reserves the right to send Personnel and Firefighting Facilities reasonably available in the judgement of the individual in charge. It is further understood that STATE will be expected to have manpower and equipment available only during closed forest fire season.

3.02 Initial Attack Action

If a fire occurs on or near a mutual boundary, both STATE and COOPERATOR shall promptly send Personnel and firefighting equipment available to start fire control action unless it is mutually understood that only one Protecting Agency will promptly supply the control action.

3.03 Notification

Employees of one Protecting Agency discovering or receiving reports of fires on or threatening lands within the Protection Area of the other Protecting Agency shall report the fires promptly to the responsible Protecting Agency.

3.04 Incident Qualifications

STATE and COOPERATOR recognize each Protecting Agency's professional incident qualification standards as acceptable to their own professional incident qualification standards for the purposes of engaging in cooperative fire suppression actions of mutual benefit. Under this agreement, recognition of Incident Qualifications applies to the Protection Agencies engaged in cooperative initial attack fire suppression actions or situations where both agencies maintain jurisdiction for fire suppression within a common Protection Area.

3.05 Fire Investigation

The STATE and COOPERATOR will protect the origin area of any fire to the best of its ability. The STATE and COOPERATOR will participate in a joint investigation when a fire originates on a Protection Area where each Protecting Agency maintains jurisdiction in fire suppression. The STATE reserves the right to investigate fires originating on, spreading to, or threatening land subject to Forest Fire Protection Assessment.

3.06 Reimbursement

Each Protecting Agency shall assume its own costs incurred under Paragraph 3.01 and 3.02 while engaged in initial attack response not to exceed 24 hours or until containment of the fire achieved, herein, unless reimbursement has been mutually agreed upon in advance and documented by both officers in charge. When reimbursement is in order, payment for Personnel and Firefighting Facilities furnished shall be at the prevailing firefighting equipment and wage rates. When using STATE facilities, the firefighting rate schedule established by the State Forester shall be used. When using COOPERATOR facilities, the rate schedule as established by the Idaho Fire Service Organization Rate Book will be used. Payment and billing procedures will follow the billing protocols as outlined in the Fire Service Organization Rate Book.

3.07 Invoice Timeframe

Reimbursement of costs must be invoiced within sixty (60) business days of the last date of incurred expense for the incident.

ARTICLE IV

SUPERVISION

4.01 Regular Procedure

Each Protecting Agency is responsible for assuming direction of action on fires within its Protection Area. Initial action taken by the assisting agency, prior to the arrival of the responsible agency, shall be under the supervision of the assisting agency only until the arrival of the responsible agency unless other arrangements are made in advance.

4.02 Joint Procedure

Each Protecting Agency is responsible for assuming direction of action on fires within its Protection Area. During situations where both agencies maintain jurisdiction for fire suppression within a common Protection Area, initial action will be taken by both agencies and unified command shall be established between the protection agencies for incident supervision purposes.

4.03 Change in Procedures

Whenever it appears advantageous to establish a different procedure for supervision of fire control action, the Protecting Agencies may do so by mutual agreement and documented by both officers in charge. At all other times, the procedures set forth in Paragraphs 4.01 and 4.02, herein, shall be in effect.

ARTICLE V

PREPAREDNESS AND PREVENTION

5.01 Training

STATE and COOPERATOR may engage and participate in integrated training activities and exercises to improve fire response coordination and fire suppression effectiveness. Unless mutually agreed upon in advance, each Protecting Agency shall assume its own costs when engaged in cooperative training activities and exercises.

5.02 Radio Frequencies

STATE and COOPERATOR may share radio frequencies and communication facilities for the purposes of providing a coordinated fire suppression response.

5.03 Burn Permits

STATE will manage a self-serve, online Burn Permit system – <http://burnpermits.idaho.gov>. COOPERATOR will provide STATE input when burning should be restricted within the COOPERATOR Protection Area. Upon mutual agreement, COOPERATOR may be granted access to the Burn Permit system for the purposes of supporting the administration of the COOPERATOR's fire prevention program within the COOPERATOR's Protection Area.

5.04 Operations Plan

STATE and COOPERATOR are encouraged to mutually develop Operations Plans that provide principles, business direction, and guidance in the conduct of cooperative fire control operations. The Operations Plan shall be reviewed annually, and revised as necessary to achieve mutual cooperation and understanding within the framework established under this agreement.

5.05 Fire Prevention

STATE and COOPERATOR may engage and participate in cooperative fire prevention activities and projects of mutual benefit for the purposes of advancing public education and awareness of human caused fires and associated fire prevention mitigation practices. Unless mutually agreed upon in advance, each Protecting Agency engaged in cooperative fire prevention activities or projects will assume its own costs for Firefighting Facilities and Personnel provided to support these activities.

ARTICLE VI

STATEWIDE MOBILIZATION

6.01 STATE Request For Assistance

STATE shall be the single hiring point for Firefighting Facilities and Personnel provided by the COOPERATOR for the purposes of providing fire suppression assistance on wildland incidents where the COOPERATOR maintains no jurisdictional responsibility for fire suppression.

6.02 Procurement

The Idaho Fire Service Organization Rate Book shall be used by STATE for the purposes of procuring COOPERATOR provided resources in response to COOPERATOR's acceptance of a STATE Request for Assistance.

6.03 Equipment Standards and Incident Qualifications

Firefighting Equipment and Personnel provided by the COOPERATOR shall meet the minimum equipment specifications and incident qualification standards as established in the Idaho Fire Service Organization Rate Book.

ARTICLE VII

LIMITATIONS – RESPONSIBILITIES

7.01 Limitations

In no event shall either party to this agreement be bound beyond its lawful authority and appropriations available.

7.02 Liabilities

Neither Protecting Agency shall be liable to the other Protecting Agency for any loss or damage.

7.03 Laws and Regulations

Each party hereto agrees to comply with all federal, state, and local laws, rules and regulations pertaining to this agreement including, but not limited to, industrial accident and workman's compensation laws of the State of Idaho.

7.04 Hold Harmless

Unless otherwise limited or prohibited by law (including I.C. §§ 59-1015 through 59-1017, and subject to and in accordance with the Idaho Tort Claims Act, I.C. § 6-901 et seq.), each party agrees to save and hold the other harmless from any claim, liability or damage resulting from any error, omission, or act of negligence by the indemnifying party, its officers, employees or agents in the performance of its responsibilities under this Agreement.

ARTICLE VIII**DURATION-TERMINATION**8.01 Duration

This agreement shall remain in effect for five years, effective from date of signatures, unless mutually agreed by the parties to extend this agreement. This agreement shall remain in continuous effect until termination pursuant to Paragraph 8.02 herein.

8.02 Termination

This agreement may be terminated at any time by mutual consent of the parties or by one party giving written notice to the other party not less than thirty (30) days prior to effective date of termination.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first hereinabove stated.

<u>STATE</u>		<u>COOPERATOR</u>	
Area/District/Association Representative Idaho Department of Lands		Fire Chief/Commissioner COEUR D'ALENE FIRE DEPARTMENT	
Printed Name	Date	Printed Name	Date
State Forester Idaho Department of Lands		Kootenai County	
		County where FSO is located	
		Mica Forest Protective District	
Printed Name	Date	Area/District/Association	

GENERAL SERVICES STAFF REPORT

Date: November 27th, 2017
From: Monte McCully, Trails Coordinator
SUBJECT: **COMPLETE STREETS ORDINANCE***(action required)*

DECISION POINT:

The Coeur d'Alene Ped/Bike Advisory Committee is requesting General Services recommend to Council the adoption of a Complete Streets Ordinance.

HISTORY:

A Complete Streets policy was adopted by the City of Coeur d'Alene back in 2009. Complete Streets is a nationally recognized movement in which communities are asking their planners, engineers and designers to build road networks that can be used by all modes of transportation. In the past, roads were designed for motorized vehicles only and access for other types of use were added as an afterthought. The idea behind Complete Streets is to include planning for all forms of travel during the planning of every street. In its current form as a policy there are several weaknesses. The inclusion of additional facilities is at the whim of whoever is the City Engineer at that time. We have been fortunate to have engineers that are very conscious of all modes of transportation, but that may not always be the case. This policy makes any decision to exclude multi-modal transportation a decision that must be ratified by at least 2 of the following: City Engineer, City Council, Planning and Zoning Commission, or Community Planning Director.

FINANCIAL ANALYSIS:

There would be no cost at this time. Upon construction of each new street the cost would be minimal. When included in planning the cost is nearly negligible. Much cheaper than retro-fitting streets when need becomes apparent in later years. A Complete Streets Ordinance also furthers our goal of making Coeur d'Alene a gold level Bicycle Friendly Community.

PERFORMANCE ANALYSIS:

Adopting a Complete Streets ordinance will strengthen our standards when building streets that will benefit all users: cars, bikes, pedestrians, disabled people, elderly, children and transit.

DECISION POINT/ RECOMMENDATION

The Coeur d'Alene Ped/Bike Advisory Committee is requesting Public Works Committee recommend to Council the adoption of a Complete Streets Ordinance (Ordinance Attached).

ORDINANCE NO. _____
COUNCIL BILL NO. 17-_____

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ADDING A NEW CHAPTER 10.03, COMPLETE STREETS, TO THE COEUR D'ALENE MUNICIPAL CODE; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, upon recommendation of the Pedestrian and Bicycle Advisory Committee, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d'Alene that said Chapter be adopted;

NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Coeur d'Alene:

SECTION 1. *That a new Chapter 10.03, Complete Streets, be added to the Coeur d'Alene Municipal Code as follows:*

**CHAPTER 10.03
COMPLETE STREETS**

10.03.010: PURPOSE; VISION:

The purpose of this Chapter is to increase opportunities for use of the City's roadways; reduce negative environmental impacts; reduce one of the casual (CO2 emissions) agents of Climate Change; support a vibrant community beneficial to local business; promote healthy living, economic development, and tourism; advance the wellbeing of travelers; support the goal of compact development; and meet the needs of the diverse populations that comprise our community.

The vision of the City is of a community in which all residents and visitors, regardless of their age, ability, or financial resources, can safely and efficiently use the public rights-of-way to meet the transportation needs of their chosen mode of travel.

10.03.020: DEFINITIONS:

A. City – means the legal environs of the municipality designated “Coeur d’Alene, Idaho.”

- B. Complete Streets – means the Public Transportation corridors and networks that are scoped, planned, designed, built, operated, and maintained to enable safe access by all users.
- C. Wayfinding – means all of the ways in which people and animals orient themselves in physical space, and navigate from place to place.

10.03.030: STATEMENT OF POLICY:

- A. The City will plan for, design, construct, operate, and maintain an appropriate and integrated transportation system that will meet the needs of motorists, pedestrians, bicyclists, wheelchair users, transit vehicles and riders, freight haulers, emergency responders, and residents of all ages and abilities.
- B. Transportation facilities that support the concept of Complete Streets include, but are not limited to, pavement markings and signs; street and sidewalk lighting; sidewalk and pedestrian safety improvements; features consistent with Americans with Disabilities Act and Title VI compliance; bicycle accommodations including bike lanes, bike infrastructure, and appropriate signage and markings; and, as appropriate, streetscapes that appeal to and promote pedestrian use.
- C. The system's design will be consistent with and supportive of local neighborhoods, recognizing that transportation needs vary and must be balanced in a flexible, safe, and cost effective manner.

10.03.040: PLANNING:

Those involved in the planning and design of projects within the public right-of-way will give consideration to all users and modes of travel from the start of planning and design work. Transportation improvements shall be viewed as opportunities to create safer, more accessible streets for all users. This policy shall apply to new construction, reconstruction, and rehabilitation projects.

10.03.050: EXCEPTIONS:

Exceptions to this policy may be granted by agreement of at least two (2) of the following, in consultation with the Pedestrian and Bicycle Advisory Committee: City Engineer, City Council, Planning and Zoning Commission, or Community Planning Director, under one or more of the following circumstances:

- A. Street projects may exclude those elements of this policy that would require the accommodation of street uses prohibited by law;

- B. Street reconstruction projects and maintenance paving projects which involve widening pavement may exclude elements of this policy when the accommodation of a specific use is expected to:
1. Require more space than is physically available; or
 2. Be located where both current and projected future demand is demonstrably absent; or
 3. Adversely change the cost benefit ratio and equivalent alternatives exist within close proximity; or
 4. Have litigated adverse impacts on environmental resources such as streams, wetlands, floodplains, or historic structures or sites above and beyond the impacts of currently existing infrastructure; or
 5. The cost would be disproportionate to the current needs or probable future use.
- C. Street projects may exclude the development of sidewalks in areas falling outside those identified as appropriate for sidewalks on the basis of an adopted sidewalk policy.

10.03.060: INTERGOVERNMENTAL COOPERATION:

- A. The City will cooperate with other transportation agencies including the Idaho Transportation Department and Kootenai Metropolitan Planning Organization to confirm that the principles and practices of Complete Streets are embedded within their planning, design, construction, and maintenance activities, when these activities have a direct impact on the City's ability to enact Complete Streets policies.
- B. The City will specifically cooperate to confirm that the transportation network flows seamlessly, for all modes, between jurisdictions in accordance with local and regional road, transit, bicycle, and pedestrian plans.

10.03.070: DESIGN CRITERIA:

- A. The City, through the Streets & Engineering Department, shall maintain design criteria, standards, and guidelines based upon recognized best practices in street design, construction, and operation.

- B. To the greatest extent feasible, the City shall adopt the same standards with particular emphasis on pedestrian and bicycle markings, and Wayfinding signage.
- C. Resources to be referenced in developing these standards shall include, but not necessarily be limited to, the latest editions of:
 - 1. American Association of State Highway Transportation Officials (AASHTO) Policy on Geometric Design of Highways and Streets;
 - 2. AASHTO Guide to the Development of Bicycle Facilities;
 - 3. Idaho Transportation Department Roadway Design Manuals;
 - 4. Institute of Transportation Engineers (Designing Walkable Urban Thoroughfares)
 - 5. National Association of City Transportation Officials (Urban Parkway Design Guide, Urban Street Design Guide, Transit Street Design Guide); and
 - 6. Manual on Uniform Traffic Control Devices.

10.03.080: COMMUNITY CONTEXT:

- A. Implementation of this policy shall take into account the goal of enhancing the context and character of the surrounding built and natural environments.
- B. Appropriate attention should be given to projects which enhance the overall transportation system and its connectivity for access to parks or recreation areas, schools, shopping/commercial areas, public transportation, employment centers, existing pedestrian or bicycle networks, or regional bicycle pedestrian plans prepared by associated groups such as Kootenai County.

10.03.090: PERFORMANCE:

The City Engineer, or designee, shall report to the Pedestrian and Bicycle Advisory Committee and City Council on an annual basis regarding the transportation projects undertaken within the prior year and planned for the coming six-year period, and the extent to which any of these projects has met or will meet the objectives of this policy.

10.03.100: IMPLEMENTATION:

- A. This policy will be primarily implemented through developing bike and pedestrian network plans within the City in conjunction with Kootenai County's regional plans.

- B. These plans should specify the type and location of improvements, and should be implemented as funding becomes available.
- C. Special emphasis shall be placed on those elements of these plans that can be accomplished with little additional expense, such as providing bike lanes where existing pavement is adequate or where road shoulders are sufficient to allow for safe bicycle use.

SECTION 2. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 3. 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.

SECTION 4. 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.

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on _____, 2017.

APPROVED, ADOPTED and SIGNED this ____ day of _____, 2017.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. _____
Adding Chapter 10.03 to the Coeur d'Alene Municipal

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ADDING A NEW CHAPTER 10.03, COMPLETE STREETS, TO THE COEUR D'ALENE MUNICIPAL CODE; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY; AND PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT 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.

Renata McLeod, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Randall R. Adams, am a Chief Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. _____, Adding Chapter 10.03, Complete Streets, to the Coeur d'Alene Municipal Code, 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 _____ day of _____, 2017.

Randall R. Adams, Chief Civil Deputy City Attorney



Complete Streets Checklist

Street Name: _____ Curb-to-Curb Width: _____ Number of lanes: _____

Posted Speed Limit: _____ Lane widths: _____ Right-of-Way width: _____

Street Classification: ☐ Arterial ☐ Collector ☐ Local

Adjacent Land Use: ☐ Residential ☐ School ☐ Commercial ☐ Industrial ☐ Other _____

Use the checklist below to ensure appropriate accommodations for bicyclists, pedestrians, and persons of all abilities are accommodated with each construction project. If accommodations are not made, provide justification for design.

Pedestrian Accommodations			
Checklist Consideration	Yes	No	Description / Further Explanation
Is the project near a school, park, community center, or other walking destination?	<input type="checkbox"/>	<input type="checkbox"/>	
Is there a sidewalk proposed for each side of the street? What is the proposed width?	<input type="checkbox"/>	<input type="checkbox"/>	
Where sidewalks exist, will the project result in a connected sidewalk network?	<input type="checkbox"/>	<input type="checkbox"/>	
Will pedestrian accommodations be ADA compliant (e.g., curb-cut ramps, maximum 2% cross-slope, etc.)?	<input type="checkbox"/>	<input type="checkbox"/>	
Will the project include high visibility crosswalks at intersections and bus stops?	<input type="checkbox"/>	<input type="checkbox"/>	
Will the project include a Rectangular Rapid Flashing Beacon at uncontrolled crosswalks?	<input type="checkbox"/>	<input type="checkbox"/>	
Will project include traffic signals? If yes, recommended signals include pedestrian-countdown signals, pedestrian-activated or push-button signals.	<input type="checkbox"/>	<input type="checkbox"/>	
Will project include additional accommodations for pedestrians? (e.g. pedestrian signs for crossing and wayfinding; reduced crossing distances such as curb extensions (bulb-outs), median refuge islands, pedestrian-level lighting, shade trees, benches, trash and recycling bins, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	

Complete Streets Checklist

Bicycle Accommodations			
Checklist Consideration	Yes	No	Description / Further Explanation
Has this corridor been identified as a bicycle route in the Trails and Bikeways Master Plan?	<input type="checkbox"/>	<input type="checkbox"/>	
Will the project include a shared street? (e.g. shared lane markings, wide outside lanes or improved shoulders)	<input type="checkbox"/>	<input type="checkbox"/>	
Will the project include a separated bicycle facility? (e.g. bike lane, multi-use pathway, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	
Will the project include additional accommodations for bicyclists? (e.g. bicycle racks, signs and pavement markings specifically related to bicycle operation, bike signal, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	
Transit Accommodations			
Checklist Consideration	Yes	No	Description / Further Explanation
Is the project located on a transit route?	<input type="checkbox"/>	<input type="checkbox"/>	
Are proposed bus stops ADA accessible?	<input type="checkbox"/>	<input type="checkbox"/>	
Are transit amenities included in the project? (e.g. bench, shelter, trash can, shade trees, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	
Motor Vehicle Considerations			
Checklist Consideration	Yes	No	Description / Further Explanation
Is truck traffic anticipated?	<input type="checkbox"/>	<input type="checkbox"/>	
Will traffic calming measures be implemented? (e.g. curb extensions, narrow lanes, medians, speed tables, reduced speed limits, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	
Design Standards or Guidelines			
Checklist Consideration	Yes	No	Description / Further Explanation
Does the proposed design follow all applicable design standards or guidelines? Examples include (but are not limited to): American Association of State Highway and Transportation Officials (AASHTO) - <i>A Policy on Geometric Design of Highway and Streets</i> , <i>Guide for the Development of Bicycle Facilities</i> , <i>Guide for the Planning, Design, and Operation of Pedestrian Facilities</i> ; <i>Public Right-of-Way Accessibility Guide</i> (PROWAG); <i>Manual on Uniform Traffic Control Devices</i> (MUTCD); <i>Americans with Disabilities Act Accessibility Guidelines</i> (ADAAG); National Association of City Transportation Officials (NACTO) - <i>Urban Bikeway Design Guide</i> , <i>Urban Street Design Guide</i> .	<input type="checkbox"/>	<input type="checkbox"/>	