

DRAFT

ROAD CLOSURE AND MAINTENANCE AGREEMENT

PARTIES:

This Agreement is made and entered into this _____ day of _____, _____, by and between the **IDAHO TRANSPORTATION BOARD by and through the IDAHO TRANSPORTATION DEPARTMENT**, hereafter called the State, and the **CITY OF COEUR D'ALENE**, hereafter called the City.

PURPOSE:

The State will relinquish and transfer Coeur d'Alene Lake Drive to the City, as shown on the attached print marked "Exhibit A" ("multimodal transportation facility") and made part of this Agreement. This Agreement is entered into pursuant to Idaho Code, Section 40-203B.

The City intends to manage and maintain the multimodal transportation facility including the existing trail, boat launch, parkway and road except as otherwise stated herein, as well as construct a new boat launch.

The Parties agree as follows:

SECTION I: That the State will:

1. Relinquish, abandon and transfer to the City by official notification from the Idaho Transportation Board, the following multimodal transportation facility as shown on Exhibit A:
 - a. Coeur d'Alene Lake Drive, including the right-of-way appurtenant thereto, subject to the following conditions:
 - (i) Coeur d'Alene Lake Drive is to be utilized as multimodal transportation facility;
 - (ii) Coeur d'Alene Lake Drive will revert to the State if it ever ceases to function as a multimodal transportation facility.
 - (iii) The relinquished multimodal transportation facility includes state lands other than lands owned by the Idaho Transportation Department. These other state lands include fill placed below the ordinary high water mark of Lake Coeur D'Alene during construction of the highway. These state lands are under the jurisdiction of the State Board of Land Commissioners through the Idaho Department of Lands. The proposed transfer of the multimodal transportation facility does not affect ownership of these state lands. Such lands will remain under the ownership of the State Board of Land Commissioners through the Idaho Department of Lands.
2. Upon approval of the transfer pay the sum of \$3,000,000 to the City for the care and

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maintenance of Coeur d'Alene Lake Drive as a multimodal transportation facility as described in Exhibit A.

3. At such time the City develops and funds an "at grade road crossing project" in the vicinity of the Potlatch Hill Bridge, the State will coordinate and fund the removal of said bridge at State expense. Until that time, the State will maintain the bridge in good working condition at its expense.
4. Continue to assume all liability, control and maintenance of the equipment that sank in the Lake during construction of I-90 as a result of a slide of shoreline fill near the vicinity of Higgins Point parking lot.
5. Coordinate, facilitate, and fund recovery from a catastrophic slide event, should it ever occur, at the Redmond Hill slide area in the event that the slide permanently closes one or more lanes of the Coeur d'Alene Lake Drive or threatens upland support slopes of I-90. It would be the State's intent that the magnitude of the event would qualify for emergency relief federal aid funding. Routine maintenance including annual, minor settlement will be the responsibility of the City.
6. Upon transfer of the multimodal transportation facility terminate the MOU between ITD and Idaho Parks and Recreation regarding the park and trail system.
7. The State will continue to maintain the traffic signal at Sherman Avenue and 23rd Street in good working condition.

SECTION II: That the City will:

1. Except as otherwise stated in the agreement, consent to the abandonment and transfer by the State and accept the ownership and jurisdiction of and responsibility for, in full and every respect, that portion of the existing multimodal transportation facility known as Coeur d'Alene Lake Drive, including the right-of-way appurtenant thereto, as shown on Exhibit A, as of the date of approval by the Idaho Transportation Board and receipt of the sum of \$3,000,000 for care and maintenance.
2. Maintain and administer the roadway as public multimodal transportation facility in its entirety except as prescribed above by the State.
3. Upon transfer of the multimodal transportation facility enter into a MOU with the Idaho Parks and Recreation for the accommodation and operation of the park facility.

SECTION III: Approval and Effect:

This Agreement will become effective when it is signed by the parties then reviewed and approved by the Idaho Transportation Board and payment received by the City.

EXECUTION

This Agreement is executed for the State by its Chief Engineer; and executed for the City by the Mayor, attested to by the City Clerk, with the imprinted corporate seal of the City of Coeur d'Alene.

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IDAHO TRANSPORTATION DEPARTMENT

APPROVED FOR SUBMISSION TO THE
IDAHO TRANSPORTATION BOARD

Chief Engineer

APPROVED AS TO FORM:

RECOMMENDED BY:

Deputy Attorney General

District Engineer

ATTEST:

CITY OF COEUR D'ALENE

City Clerk

Mayor

(SEAL)

By regular/special meeting on

hm:filename