



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

GENERAL SERVICES/PUBLIC WORKS COMMITTEE
with
Council Members Gookin, Miller & Gabriel
January 27, 2025, 12:00 p.m.
Library Community Room
702 Front Avenue

AGENDA

*****ITEMS LISTED BELOW ARE CONSIDERED TO BE ACTION ITEMS**

Item 1 Pavement Management System Review Professional Services Agreement with J-U-B Engineers Inc., in the amount of \$15,700.00.

STAFF REPORT BY: Chris Bosley, City Engineer

Item 2 Pedestrian Ramp Evaluation Professional Services Agreement with HMH Engineering, in the amount of \$18,062.28.

STAFF REPORT BY: Chris Bosley, City Engineer

Item 3 Cooperative Agreement with Idaho Transportation Department for the Replacement of the Centennial Trail for the I-90 Widening Project

STAFF REPORT BY: Chris Bosley, City Engineer

Item 4 Acceptance of the transfer of right-of-way from the Idaho Transportation Department for the US-95 Improvements

STAFF REPORT BY: Chris Bosley, City Engineer

ADJOURNMENT

The City of Coeur d'Alene will make reasonable accommodations for anyone attending this meeting who requires special assistance for hearing, physical or other impairments. Please contact Juanita Knight, Senior Legal Assistant, at (208) 769-2348 at least 72 hours in advance of the meeting date and time.

**This meeting is aired live on CDA TV Spectrum Cable Channel 1301, TDS Channel 5,
and on Facebook live through the City's Facebook page.**

The City of Coeur d'Alene will make reasonable accommodations for anyone attending this meeting who requires special assistance for hearing, physical or other impairments. Please contact Juanita Knight, Senior Legal Assistant, at (208) 769-2348 at least 72 hours in advance of the meeting date and time.

**PUBLIC WORKS/GENERAL SERVICES COMMITTEE
STAFF REPORT**

DATE: JANUARY 27, 2025
FROM: CHRIS BOSLEY – CITY ENGINEER
SUBJECT: PAVEMENT MANAGEMENT SYSTEM REVIEW PROFESSIONAL SERVICES AGREEMENT

DECISION POINT: Should Council approve a Professional Services Agreement with J-U-B Engineers, Inc., for a pavement management system review?

HISTORY: Each year, the Streets & Engineering Department develops a list of streets to rehabilitate using either an asphalt overlay or a chipseal. These streets are largely chosen due to visible pavement distresses, especially those that require constant attention through pothole repairs. While chipseal applications are far more cost-effective than asphalt overlays, some streets are not good candidates for chip sealing due to substantial deterioration or other defects. To be more effective in prioritizing streets for annual maintenance, a pavement management plan is needed. The pavement management plan would take into account factors such as daily traffic volumes, pavement condition, pavement section thickness, and remaining service life. J-U-B would assist the City in better utilizing existing data and prioritizing potential chipseal and overlay projects. The result would make better use of the City’s budgeted pavement maintenance funds.

FINANCIAL ANALYSIS: The cost for the work performed under this professional services agreement is \$15,700.00 and would be funded under the currently budgeted Overlay/Chipseal Program.

PERFORMANCE ANALYSIS: Approval of this agreement will allow J-U-B Engineers, Inc., to begin analyzing existing pavement data and assisting the City in developing a management plan.

DECISION POINT/RECOMMENDATION: Council should approve the professional services agreement with J-U-B Engineers, Inc., in the amount of \$15,700.00 for a pavement management system review.

Pavement Management System Review



City of
Coeur d'Alene
IDAHO

January 27, 2025

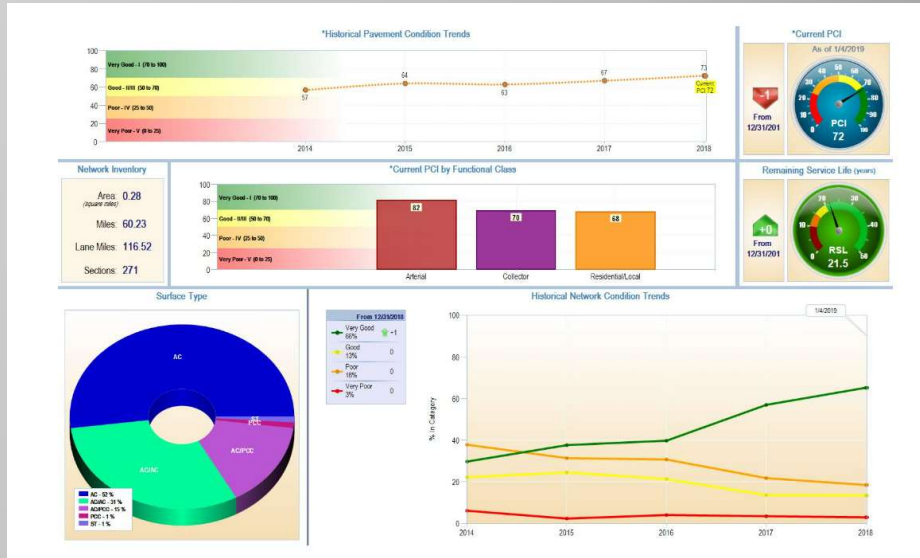
1

Pavement Management System Review



2

Pavement Management System Review



3

Pavement Management System Review

Questions?

4

PROFESSIONAL SERVICES AGREEMENT
For
COEUR D'ALENE PAVEMENT MANAGEMENT SYSTEM REVIEW

THIS Professional Services Agreement is made and entered into this ____ day of _____, 2025, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the "**CITY**," and J-U-B ENGINEERS, INC., a corporation duly organized and existing in the state of Idaho, with its principal place of business at 7825 N. Meadowlark Way, Coeur d'Alene, Idaho, hereinafter referred to as the "**CONSULTANT**."

WITNESSETH:

WHEREAS, the **CITY** has developed a Pavement Management System (the "System") and desires to retain the **CONSULTANT**, on the basis of qualifications and demonstrated competence, to conduct a review of that System (the "Project"); and

WHEREAS, it is deemed to be in the best interests of the **CITY** to retain the **CONSULTANT**; and

WHEREAS, the **CONSULTANT** and the **CITY** have reached this Agreement for Professional Services, according to the Scope of Services, Basis of Fee, and Schedule, Attachment 1 hereto.

NOW, THEREFORE,

IT IS AGREED that, for and in consideration of the covenants and agreements made and to be performed by the **CITY** as set forth herein, the **CONSULTANT** shall complete the Project, furnishing all services therefor according to Attachment 1. All services performed shall be of the high quality typically provided by members of the **CONSULTANT**'s profession.

SECTION 1. EMPLOYMENT OF CONSULTANT. The **CITY** agrees to engage the **CONSULTANT** and the **CONSULTANT** agrees to perform the services as described in Section 2 hereof.

SECTION 2. SCOPE OF SERVICES.

- A. The **CONSULTANT** shall perform the services described in Attachment 1.
- B. The **CONSULTANT** shall perform all the necessary ancillary services respecting the tasks set forth in Attachment 1.
- C. The **CONSULTANT** shall have no other obligations, duties, or responsibilities for the Project except as provided in this Agreement or any amendment to this Agreement.

D. The **CITY** will provide to the **CONSULTANT** all documents and full information as may be needed for the Project, including all items described in Attachment 1 which are within the **CITY**'s possession and control.

SECTION 3. PERSONNEL.

A. The **CONSULTANT** represents that it has or will secure at its own expense all personnel required to perform its services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the **CITY**.

B. All of the services required hereunder will be performed by the **CONSULTANT** or under its direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

C. The **CONSULTANT** agrees to maintain Worker's Compensation coverage on all of its employees, including the employees of subcontractors, during the term of this Agreement as required by Title 72, Idaho Code. In addition to a certificate of insurance, the **CONSULTANT** 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. Should the **CONSULTANT** fail to maintain the required Worker's Compensation insurance during the entire term hereof, the **CONSULTANT** shall indemnify the **CITY** against any loss resulting to the **CITY** from such failure, either by way of compensation or additional premium liability.

SECTION 4. TIME OF PERFORMANCE. The services of the **CONSULTANT** shall commence upon execution of this Agreement by the **CITY** and shall be completed within sixty (60) days. This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the **CITY** or for delays or other causes beyond the **CONSULTANT**'s control.

SECTION 5. COMPENSATION.

A. Subject to the provisions of this Agreement, the **CITY** shall pay the **CONSULTANT** a sum not to exceed Ten Thousand Seven Hundred and no/100 Dollars (\$10,700.00), unless authorized in writing by the **CITY**.

B. Except as otherwise provided in this Agreement, the **CITY** shall not provide any additional compensation, payment, use of facilities, services, or other thing of value to the **CONSULTANT** in connection with performance of its duties under this Agreement. The parties understand and agree that administrative overhead and other indirect or direct costs the **CONSULTANT** may incur in the performance of its obligations under this Agreement have already been included in computation of the **CONSULTANT**'s fee and may not be charged to the **CITY**.

SECTION 6. METHOD AND TIME OF PAYMENT. 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 for the work completed in the previous calendar month and certified by the **CONSULTANT**. Final payment shall be made thirty (30) days after completion of all work and delivery of final report.

SECTION 7. TERMINATION OF AGREEMENT FOR CAUSE. If, through any cause within the **CONSULTANT**'s reasonable control, the **CONSULTANT** shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the **CONSULTANT** shall violate any of the covenants, agreements, or stipulations of this Agreement, the **CITY** shall provide the **CONSULTANT** a written statement of the deficiency and shall provide a reasonable time to remedy the deficiency. If the **CONSULTANT** fails to cure the deficiency, the **CITY** shall have the right to terminate this Agreement by giving written notice to the **CONSULTANT** of such termination and specifying the effective date thereof. Such written notice shall be provided to the **CONSULTANT** at least five (5) days before the effective date of such termination. In that event, all finished or unfinished hard copy documents, data, studies, surveys, and reports or other materials prepared by the **CONSULTANT** under this Agreement shall, at the option of the **CITY**, become its property, and the **CONSULTANT** shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials. Equitable compensation shall not exceed the amount reasonably billed for work actually done and expenses reasonably incurred.

The **CONSULTANT** may terminate the Agreement due to the **CITY**'s material breach of contract with seven (7) days written notice, unless breach is cured within the notice period.

SECTION 8. TERMINATION FOR CONVENIENCE. The **CITY** may terminate this Agreement at any time by giving thirty (30) days' written notice to the **CONSULTANT** of such termination and specifying the effective date of such termination. In that event, all finished or unfinished hard copy documents, data, studies, surveys, and reports or other materials prepared by the **CONSULTANT** under this Agreement shall, at the option of the **CITY**, become its property. The **CONSULTANT** shall be entitled to receive compensation not to exceed the amount reasonably billed for work actually done and expenses reasonably incurred as of the effective date of the termination.

SECTION 9. MODIFICATIONS. The **CITY** may, from time to time, require modifications to the Scope of Services described in Attachment 1. The type and extent of such services cannot be determined at this time. However, the **CONSULTANT** agrees to do such work as ordered in writing by the **CITY**, and the **CITY** agrees to compensate the **CONSULTANT** for such work accomplished by written amendment to this Agreement.

SECTION 10. NON-DISCRIMINATION. The **CONSULTANT**, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, national origin, sexual orientation, and/or gender identity/expression, in the selection and retention of sub-consultants. The **CONSULTANT** shall not participate either directly or indirectly in the discrimination prohibited by Chapter 9.56, Coeur d'Alene Municipal Code.

The **CONSULTANT** shall include the provisions of this paragraph in every subcontract entered into for this Project. The **CONSULTANT** shall take such action with respect to any sub-consultant as the **CITY** may direct as a means of enforcing such provisions including sanctions for non-compliance.

SECTION 11. CHINESE OWNERSHIP CERTIFICATION. Pursuant to Idaho Code § 67-2359, the **CONSULTANT** certifies that it is not currently owned or operated by the government of the People’s Republic of China and will not for the duration of the Agreement be owned or operated by the government of the People’s Republic of China.

SECTION 12. NO PUBLIC FUNDS FOR ABORTION ACT. Pursuant to Idaho Code § 18-8703, Consultant certifies that it is not, and will not for the duration of this Agreement become, an abortion provider or an affiliate of an abortion provider, as those terms are defined in the “No Public Funds for Abortion Act,” Idaho Code §§ 18-8701 et seq.

SECTION 13. ASSIGNABILITY. Neither party shall assign its duties or otherwise subcontract work or services under this Agreement without the prior written approval of the other party.

SECTION 14. INTEREST OF CONSULTANT. The **CONSULTANT** covenants that neither it nor its owners or officers presently have an interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The **CONSULTANT** further covenants that, in the performance of this Agreement, no person having any such interest shall be employed on the Work.

SECTION 15. FINDINGS CONFIDENTIAL. Any reports, information, data, etc., given to, or prepared or assembled by, the **CONSULTANT** under this Agreement which the **CITY** requests to be kept confidential shall not be made available to any individual or organization by the **CONSULTANT** without the prior written approval of the **CITY**.

SECTION 16. PUBLICATION, REPRODUCTION AND USE OF MATERIALS.

A. No material produced, in whole or in part, under this Agreement shall be subject to copyright by the **CONSULTANT** in the United States or in any other country.

B. The **CITY** shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. The **CONSULTANT** shall provide copies of such work products to the **CITY** upon request. The **CITY** may make and retain copies of Documents for information and reference in connection with use on the Project by the **CITY**. Such Documents are not intended or represented to be suitable for reuse by the **CITY** or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by the **CONSULTANT**, as appropriate for the specific purpose intended, will be at the **CITY**’s sole risk and without liability or legal exposure to the **CONSULTANT** and the **CONSULTANT**’s sub-consultants. To the extent allowed by law, the **CITY** shall

indemnify and hold harmless the **CONSULTANT** and **CONSULTANT**'s sub-consultants from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from the reuse or modification without the **CONSULTANT**'s written verification or adaption of the Documents as appropriate for the specific purpose intended.

SECTION 17. JURISDICTION; CHOICE OF LAW. Any civil action arising from this Agreement shall be brought in the District Court for the First Judicial District of the State of Idaho at Coeur d'Alene, Kootenai County, Idaho. The laws of the state of Idaho shall govern the rights and obligations of the parties.

SECTION 18. NON-WAIVER. The failure of the **CITY** or the **CONSULTANT** at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the **CITY** or the **CONSULTANT** thereafter to enforce each and every protection hereof.

SECTION 19. PERMITS, LAWS AND TAXES. The **CONSULTANT** shall acquire and maintain in good standing all permits, licenses and other documents necessary to its performance under this Agreement, including all necessary licenses and certifications for its employees. All actions taken by the **CONSULTANT** under this Agreement shall comply with all applicable statutes, ordinances, rules, and regulations. The **CONSULTANT** shall pay all taxes pertaining to its performance under this Agreement.

SECTION 20. RELATIONSHIP OF THE PARTIES. The **CONSULTANT** shall perform its obligations hereunder as an independent contractor of the **CITY**. The **CITY** may administer this Agreement and monitor the **CONSULTANT**'s compliance with this Agreement, but shall not supervise or otherwise direct the **CONSULTANT** except to provide recommendations and to provide approvals pursuant to this Agreement.

SECTION 21. INTEGRATION. This Agreement, and all appendices and amendments thereto, embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

SECTION 22. HOLD HARMLESS.

A. The **CONSULTANT** shall save, hold harmless, indemnify, and defend the **CITY**, and its officers, agents and employees, from and against any and all damages or liability arising out of the acts, errors, omissions, or negligence, including costs and expenses, for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by any person or persons or property arising from the **CONSULTANT**'s performance of this Agreement and not arising from the **CONSULTANT**'s professional services. To this end, the **CONSULTANT** shall maintain general liability insurance in at least the amount set forth in Section 24.

B. The **CONSULTANT** shall save, hold harmless, and indemnify the **CITY**, and its officers, agents, and employees, from and against damages or liability arising out of the **CONSULTANT**'s negligent acts, errors, or omissions, including costs and expenses for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by persons or property to the extent arising from the **CONSULTANT**'s negligent performance of this Agreement, including but not limited to the **CONSULTANT**'s professional services. To this end, the **CONSULTANT** shall maintain Errors and Omissions insurance in at least the amounts set forth in Section 24.

C. The **CITY** shall save, hold harmless, indemnify, and defend the **CONSULTANT**, and its officers, agents and employees, from and against any and all damages or liability arising out of the acts, errors, omissions, or negligence, including costs and expenses, for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by any person or persons or property arising from the **CITY**'s performance of this Agreement. To this end, the **CITY** shall maintain general liability insurance with at least the limits required by Idaho Code § 6-924.

SECTION 23. NOTIFICATION. Any notice under this Agreement may be served upon the **CONSULTANT** or the **CITY** by mail at the following addresses:

CITY:

City of Coeur d'Alene
710 E. Mullan Ave.
Coeur d'Alene, ID 83814
Attn.: City Clerk

CONSULTANT:

Sean Hoisington, PE
7825 N. Meadowlark Way
Coeur d'Alene, ID 83815

In the event any changes are made to the authorized representatives or other information listed above, the **CITY** and the **CONSULTANT** agree to furnish each other timely, written notice of such changes.

SECTION 24. STANDARD OF PERFORMANCE AND INSURANCE.

A. The Services under this Agreement will be performed in accordance with the care and skill ordinarily used by members of the subject profession practicing under like circumstances at the same time and in the same locality. **THE CONSULTANT MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, ON BEHALF OF IT OR OTHERS.** Nothing herein shall create a fiduciary duty between the parties.

B. The **CONSULTANT** shall maintain general liability insurance naming the **CITY**, its

entities, and its representatives as additional insureds in the amount of at least \$500,000.00 for property damage 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 by Idaho Code § 6-924.

B. In performance of professional services, the **CONSULTANT** will use that degree of care and skill ordinarily exercised under similar circumstances by members of the **CONSULTANT**'s profession. Should the **CONSULTANT** or any of the **CONSULTANT**'s employees be found to have been negligent in the performance of professional services from which the **CITY** sustains damage, the **CONSULTANT** has obtained Errors and Omission Insurance with limits of at least five hundred thousand dollars (\$500,000.00). The **CONSULTANT** shall maintain, and furnish proof thereof, coverage for a period of two years following the completion of the project.

C. The **CONSULTANT** shall obtain and maintain auto liability insurance with limits in the amount of at least \$500,000.00 for the duration of the project.

D. Prior to work under this Agreement, the **CONSULTANT** shall furnish to the **CITY** certificates of the insurance coverages required herein, which certificates must be approved by the City Attorney. Certificates shall provide for at least thirty (30) days' notice to the **CITY** prior to cancellation of the policy for any reason. In addition, the **CONSULTANT** shall promptly notify the **CITY** when the policy is canceled.

SECTION 25. SURVIVAL. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

SECTION 26. SEVERABILITY. In the event any provision of this Agreement, or a portion thereof, is held invalid or unenforceable by a court of competent jurisdiction, it is the intent of the parties that the remaining provisions, to the fullest extent possible, shall remain valid and enforceable.

IN WITNESS WHEREOF, this agreement executed the day and year first written above.

CITY OF COEUR D'ALENE

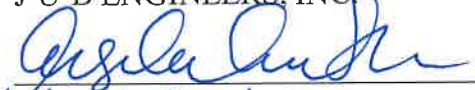
ATTEST:

Woody McEvers, Mayor

Renata McLeod, City Clerk

J-U-B ENGINEERS, INC

ATTEST:



Angela Comstock (Printed Name)
Program Manager (Title)

Secretary



J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

Attachment 1 – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: Coeur d Alene PMS Review

CLIENT: City of Coeur d Alene

J-U-B PROJECT NUMBER: 20-24-057

CLIENT PROJECT NUMBER: Click or tap here to enter text.

ATTACHMENT TO:

[X] AGREEMENT DATED: _____

[] AUTHORIZATION FOR CONTRACT AMENDMENT #X; DATED: Click or tap to enter a date.

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

The City of Coeur d Alene has developed a pavement management system (PMS) using MTC Street Saver software. To leverage ever-increasing benefits from the PMS, J-U-B will provide the following services:

- 1) Review existing PMS framework in MTC Street Saver
2) Develop existing PMS reports and system statistics
3) Coordinate PMS decision tree review with City staff
4) Review PMS street network
5) Run updated reports and system statistics
6) Develop PMS recommendations and next steps

These services will provide minor updates and plan for next steps toward maximizing the utility of the pavement management system.

PART 2 - SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

A. Task 010: Project Management

- 1. Set up project into J-U-B's financial and record keeping systems for document retention and project controls.
2. Coordinate quality assurance / quality control (QA/QC) processes.
3. Attend 3 client meetings to report project status.
4. Provide a monthly invoice including budget status.

B. Task 020: Pavement Management System (PMS) Evaluation

Subtask 001: Review existing PMS framework in MTC Street Saver

Perform an overview of the existing PMS to understand level of system development, configuration, operability, and reporting capabilities. This work will be performed at J-U-B Coeur d Alene office with access credentials provided by the City.

Subtask 002: Develop existing PMS reports and system statistics

Run existing native reporting from Street Saver to establish a baseline for future PMS enhancement comparison. PMS outputs will be provided to the City as part of Subtask 006 below.

Subtask 003: Coordinate PMS decision tree review with City staff

Review existing assignments of the PMS decision tree and coordinate with the City to compare system programmed decisions to actual in-field practices and unit costs. Revise PMS decision tree based on City direction.

Subtask 004: Review PMS street network

Review street network included in the current PMS; develop an understanding of the level of effort to bring the system into alignment with actual street network. Evaluate the recency of pavement ratings, making recommendations for the effort involved with rating updates.

Subtask 005: Run updated reports and system statistics

After reviewing and making revisions to the decision tree informed by City staff input, run revised native reporting from Street Saver to establish a current-practice model as baseline for future enhancements and planning. PMS outputs will be provided to the City as part of Subtask 006 below.

Subtask 006: Develop PMS recommendations and next steps

Develop a letter of review summarizing findings of this evaluation and recommendations for next steps.

C. Task 900: Management Reserve Fund

1. The Management Reserve Fund establishes a pre-authorized budget for additional tasks that may be requested by the CLIENT's Authorized Representative and performed by J-U-B upon mutual agreement of scope, budget, and schedule.
2. J-U-B will neither use nor exceed the pre-authorized amount without CLIENT approval.

PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

- A. **CLIENT-Provided Work** - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:
1. Access credentials for MTC Street Saver
- B. **Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:
1. Street network amendments
 2. Pavement distress ratings
 3. Budget analysis
 4. Annual maintenance activity planning

PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES

- A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:
1. Lump Sum amount:
 - a. The portion of the Lump Sum amount billed for J-U-B's services will be based upon J-U-B's estimate of the percentage of the total services actually completed during the billing period.
 2. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.
- B. **Period of Services**
1. If the period of service for the Tasks identified above is extended beyond 6 months or if the Project has stop/start iterations, the compensation amount for J-U-B's services may be

appropriately adjusted to account for salary adjustments, extended duration of project management and administrative services, and/or costs related to stop/start cycles including necessary monitoring and communication efforts during inactive periods.

- C. CLIENT acknowledges that J-U-B's schedule commitments outlined in Part 4 are subject to the standard of care and J-U-B will not be responsible for delays beyond our direct control.
- D. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
010	Project Management	Lump Sum	\$1,900	Concurrent with work progress
020	Pavement Management System (PMS) Evaluation	Lump Sum	\$8,800	Final letter of review one month beyond authorization
900	Management Reserve Fund	To Be Determined (Estimated Amount Shown)	\$5,000	As mutually agreed by CLIENT and J-U-B
Total:			\$15,700	

Certification Concerning Boycott's: Pursuant to Idaho Code section 67-2346, J-U-B certifies that it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of goods or services from Israel or territories under its control. Furthermore, J-U-B certifies that it will not, for the duration of this Agreement, engage in a boycott of goods and services from companies that engage in or support the following industries: fossil-fuel based energy, timber, minerals, hydroelectric power, nuclear energy, agriculture, or firearms.

Certification Concerning Abortion Providers: Pursuant to Idaho Code 18-87, J-U-B certifies that it is not currently an abortion provider and will not become one during the term of this Agreement.

Certification Concerning Government Ownership or Operation. Pursuant to Idaho Code section 67-2359, J-U-B certifies that it is not owned or operated by the government of China and will not for the duration of this contract.

- E. Electronic deliverables provided to the CLIENT as part of the work described within this Attachment are subject to the provisions of J-U-B's "electronic document/data limited license" found at edocs.jub.com.

For internal J-U-B use only:

PROJECT LOCATION (STATE): Idaho

TYPE OF WORK: City

R&D: No

GROUP: Transportation

PROJECT DESCRIPTION(S):

1. GIS/Asset Management (G04)
2. Traffic/Transportation (T03)

**PUBLIC WORKS/GENERAL SERVICES COMMITTEE
STAFF REPORT**

DATE: JANUARY 27, 2025
FROM: CHRIS BOSLEY – CITY ENGINEER
SUBJECT: PEDESTRIAN RAMP EVALUATION PROFESSIONAL SERVICES AGREEMENT

DECISION POINT: Should Council approve a Professional Services Agreement with HMH Engineering for the evaluation of pedestrian ramps for ADA compliance?

HISTORY: The Americans with Disabilities Act (ADA) requires that when a street receives an asphalt overlay, existing pedestrian facilities must be brought into compliance. Per City code, property owners are responsible for the sidewalks along their frontages. The City accepts responsibility for corners at intersections. To remain in compliance, the City intends to replace or install new pedestrian ramps within the limits of asphalt overlay projects that have been completed recently. Evaluating which corners are not in compliance and determining how to bring them into compliance will allow the City to hire a contractor to complete the necessary work with this year's chipseal and overlay projects.

FINANCIAL ANALYSIS: The cost for the work performed under this professional services agreement is \$18,062.28 and would be funded under the budgeted Overlay/Chipseal Program.

PERFORMANCE ANALYSIS: Approval of this agreement will allow HMH Engineers to begin evaluating existing pedestrian ramps so that construction can be completed with this year's chipseal and overlay projects.

DECISION POINT/RECOMMENDATION: Council should approve the professional services agreement with HMH Engineering in the amount of \$18,062.28 for the evaluation of pedestrian ramps for ADA compliance.

Pedestrian Ramp Evaluation



January 27, 2025

5

Pedestrian Ramp Evaluation

Federal Highway Administration:

A project that involves milling an existing road, and then overlaying the road with material, regardless of whether it exceeds the height of the road before milling, falls within the definition of “alteration” because it is a change to the road surface that affects or could affect the usability of the pedestrian route (crosswalk). Alterations require the installation of curb ramps if none previously existed, or upgrading of non-compliant curb ramps to meet the applicable standards, where there is an existing pedestrian walkway.



6

Pedestrian Ramp Evaluation



Google

7

Pedestrian Ramp Evaluation

Curb Ramp Inspection ITD 5288 (Rev. 01-18) idaho.gov

Key Number: _____ Ramp ID Number or Specify New: _____ Date Inspected: _____ Inspected By (Print & Signature): _____

District: _____ City: _____ County: _____ Highway: _____ Milepost: _____

COMPLIANT
 Yes* No Provide Technical Infeasibility Reason and Explanation: _____

COMPLIANT
 Yes* No Provide Technical Infeasibility Reason and Explanation: _____

Ramp Location: _____ Location in Intersection: _____ Curb Ramp Type: _____ Other (check any that apply): _____

Corner N E NW NE Perpendicular (1 Area) Sidewalk Schwab Parallel (2 Areas) Curb & Gutter Marked Crosswalk Mid-block S W SW SE Combined (3 Areas)

Describe Ramp Location (details to help locate it, such as "Facing Main Street next to the Shell station")

Refer to the Smart Level Measurement Locations detailed on Page 2

*Ramp Details (see attached)	Ramped Area 1	Ramped Area 2	Ramped Area 3	Ramped Area 4
Ramp Width (48" minimum)				
(1) Running Slope (8.3% maximum)				
(2) Cross Slope (2% maximum)				
(3) Flare Slope A (10% maximum)				
(4) Flare Slope B (10% maximum)				

SLanding (Turning Space)
 Yes No Width (48" minimum) Length (48" minimum) (5) Cross Slope (2% maximum - both directions) W L

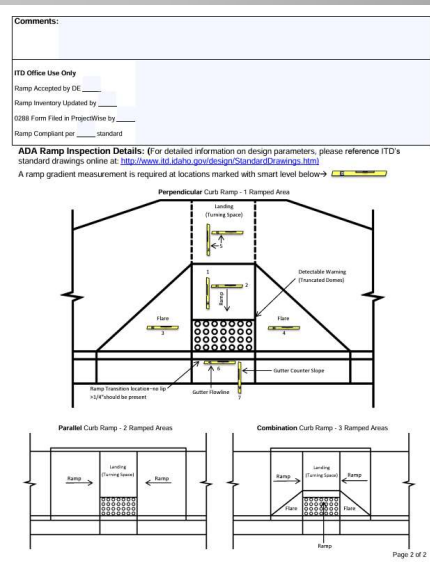
***Detectable Warning Surface**
 Detectable Warning Length (24" minimum) Yes No Detectable Warning Spans Width of Curb Yes No (not compliant) Yes No Tactile Dome Spacing Conforms as Noted on Standard Drawing Yes No

Within 8' of the Curb Line/Grade Break Yes No Color Contrast (e.g., light on dark or dark on light) Yes No

***Transition Details (enter measurement)**
 Yes No (not compliant) (6) Gutter Fowling Slope at Ramp (2% maximum) (7) Gutter Counter Slope (5% maximum) Yes No

Pedestrian Crossing Details
 Pedestrian Signal Pushbutton Yes No Pushbutton height within 15" to 48" Yes No (not compliant) Yes No (not compliant) Pushbutton within 10' of clear space Yes No (not compliant) Yes No (not compliant) Crosswalk Clear Space Yes No (Provide Explanation in comment section)

Page 1 of 2



8

Pedestrian Ramp Evaluation

Questions?

PROFESSIONAL SERVICES AGREEMENT
For
COEUR D’ALENE PEDESTRIAN RAMP EVALUATION

THIS Professional Services Agreement is made and entered into this ____ day of _____, 2025, between the **CITY OF COEUR D’ALENE**, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, hereinafter referred to as the “**CITY**,” and HMH Engineers, Inc., a corporation duly organized and existing in the state of Idaho, with its principal place of business at 3882 N. Schreiber Way, Suite 104, Coeur d’Alene, Idaho, hereinafter referred to as the “**CONSULTANT**.”

W I T N E S S E T H:

WHEREAS, the **CITY** is required to bring pedestrian ramps into ADA compliance where streets are rehabilitated with and asphalt overlay and desires to retain the **CONSULTANT**, on the basis of qualifications and demonstrated competence, to conduct inspections of those ramps for ADA compliance; and

WHEREAS, it is deemed to be in the best interests of the **CITY** to retain the **CONSULTANT**; and

WHEREAS, the **CITY** intends to include necessary pedestrian ramp improvements in this year’s overlay project; and

WHEREAS, the **CONSULTANT** and the **CITY** have reached this Agreement for Professional Services, according to the Scope of Services, Basis of Fee, and Schedule, Attachment 1 hereto.

NOW, THEREFORE,

IT IS AGREED that, for and in consideration of the covenants and agreements made and to be performed by the **CITY** as set forth herein, the **CONSULTANT** shall complete the Project, furnishing all services therefor according to Attachment 1. All services performed shall be of the high quality typically provided by members of the **CONSULTANT**’s profession.

SECTION 1. EMPLOYMENT OF CONSULTANT. The **CITY** agrees to engage the **CONSULTANT** and the **CONSULTANT** agrees to perform the services as described in Section 2 hereof.

SECTION 2. SCOPE OF SERVICES.

A. The **CONSULTANT** shall perform the services described in Attachment 1.

B. The **CONSULTANT** shall perform all the necessary ancillary services respecting the tasks set forth in Attachment 1.

C. The **CONSULTANT** shall have no other obligations, duties, or responsibilities for the Project except as provided in this Agreement or any amendment to this Agreement.

D. The **CITY** will provide to the **CONSULTANT** all documents and full information as may be needed for the Project, including all items described in Attachment 1 which are within the **CITY**'s possession and control.

SECTION 3. PERSONNEL.

A. The **CONSULTANT** represents that it has or will secure at its own expense all personnel required to perform its services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the **CITY**.

B. All of the services required hereunder will be performed by the **CONSULTANT** or under its direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

C. The **CONSULTANT** agrees to maintain Worker's Compensation coverage on all of its employees, including the employees of subcontractors, during the term of this Agreement as required by Title 72, Idaho Code. In addition to a certificate of insurance, the **CONSULTANT** 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. Should the **CONSULTANT** fail to maintain the required Worker's Compensation insurance during the entire term hereof, the **CONSULTANT** shall indemnify the **CITY** against any loss resulting to the **CITY** from such failure, either by way of compensation or additional premium liability.

SECTION 4. TIME OF PERFORMANCE. The services of the **CONSULTANT** shall commence upon execution of this Agreement by the **CITY** and shall be completed within sixty (60) days. This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the **CITY** or for delays or other causes beyond the **CONSULTANT**'s control.

SECTION 5. COMPENSATION.

A. Subject to the provisions of this Agreement, the **CITY** shall pay the **CONSULTANT** a sum not to exceed Ten Thousand Seven Hundred and no/100 Dollars (\$10,700.00), unless authorized in writing by the **CITY**.

B. Except as otherwise provided in this Agreement, the **CITY** shall not provide any additional compensation, payment, use of facilities, services, or other thing of value to the **CONSULTANT** in connection with performance of its duties under this Agreement. The parties understand and agree that administrative overhead and other indirect or direct costs the **CONSULTANT** may incur in the performance of its obligations under this Agreement

have already been included in computation of the **CONSULTANT**'s fee and may not be charged to the **CITY**.

SECTION 6. METHOD AND TIME OF PAYMENT. 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 for the work completed in the previous calendar month and certified by the **CONSULTANT**. Final payment shall be made thirty (30) days after completion of all work and delivery of final report.

SECTION 7. TERMINATION OF AGREEMENT FOR CAUSE. If, through any cause within the **CONSULTANT**'s reasonable control, the **CONSULTANT** shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the **CONSULTANT** shall violate any of the covenants, agreements, or stipulations of this Agreement, the **CITY** shall provide the **CONSULTANT** a written statement of the deficiency and shall provide a reasonable time to remedy the deficiency. If the **CONSULTANT** fails to cure the deficiency, the **CITY** shall have the right to terminate this Agreement by giving written notice to the **CONSULTANT** of such termination and specifying the effective date thereof. Such written notice shall be provided to the **CONSULTANT** at least five (5) days before the effective date of such termination. In that event, all finished or unfinished hard copy documents, data, studies, surveys, and reports or other materials prepared by the **CONSULTANT** under this Agreement shall, at the option of the **CITY**, become its property, and the **CONSULTANT** shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials. Equitable compensation shall not exceed the amount reasonably billed for work actually done and expenses reasonably incurred.

The **CONSULTANT** may terminate the Agreement due to the **CITY**'s material breach of contract with seven (7) days written notice, unless breach is cured within the notice period.

SECTION 8. TERMINATION FOR CONVENIENCE. The **CITY** may terminate this Agreement at any time by giving thirty (30) days' written notice to the **CONSULTANT** of such termination and specifying the effective date of such termination. In that event, all finished or unfinished hard copy documents, data, studies, surveys, and reports or other materials prepared by the **CONSULTANT** under this Agreement shall, at the option of the **CITY**, become its property. The **CONSULTANT** shall be entitled to receive compensation not to exceed the amount reasonably billed for work actually done and expenses reasonably incurred as of the effective date of the termination.

SECTION 9. MODIFICATIONS. The **CITY** may, from time to time, require modifications to the Scope of Services described in Attachment 1. The type and extent of such services cannot be determined at this time. However, the **CONSULTANT** agrees to do such work as ordered in writing by the **CITY**, and the **CITY** agrees to compensate the **CONSULTANT** for such work accomplished by written amendment to this Agreement.

SECTION 10. NON-DISCRIMINATION. The **CONSULTANT**, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, national

origin, sexual orientation, and/or gender identity/expression, in the selection and retention of sub-consultants. The **CONSULTANT** shall not participate either directly or indirectly in the discrimination prohibited by Chapter 9.56, Coeur d'Alene Municipal Code.

The **CONSULTANT** shall include the provisions of this paragraph in every subcontract entered into for this Project. The **CONSULTANT** shall take such action with respect to any sub-consultant as the **CITY** may direct as a means of enforcing such provisions including sanctions for non-compliance.

SECTION 11. CHINESE OWNERSHIP CERTIFICATION. Pursuant to Idaho Code § 67-2359, the **CONSULTANT** certifies that it is not currently owned or operated by the government of the People's Republic of China and will not for the duration of the Agreement be owned or operated by the government of the People's Republic of China.

SECTION 12. NO PUBLIC FUNDS FOR ABORTION ACT. Pursuant to Idaho Code § 18-8703, Consultant certifies that it is not, and will not for the duration of this Agreement become, an abortion provider or an affiliate of an abortion provider, as those terms are defined in the "No Public Funds for Abortion Act," Idaho Code §§ 18-8701 et seq.

SECTION 13. ASSIGNABILITY. Neither party shall assign its duties or otherwise subcontract work or services under this Agreement without the prior written approval of the other party.

SECTION 14. INTEREST OF CONSULTANT. The **CONSULTANT** covenants that neither it nor its owners or officers presently have an interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The **CONSULTANT** further covenants that, in the performance of this Agreement, no person having any such interest shall be employed on the Work.

SECTION 15. FINDINGS CONFIDENTIAL. Any reports, information, data, etc., given to, or prepared or assembled by, the **CONSULTANT** under this Agreement which the **CITY** requests to be kept confidential shall not be made available to any individual or organization by the **CONSULTANT** without the prior written approval of the **CITY**.

SECTION 16. PUBLICATION, REPRODUCTION AND USE OF MATERIALS.

A. No material produced, in whole or in part, under this Agreement shall be subject to copyright by the **CONSULTANT** in the United States or in any other country.

B. The **CITY** shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. The **CONSULTANT** shall provide copies of such work products to the **CITY** upon request. The **CITY** may make and retain copies of Documents for information and reference in connection with use on the Project by the **CITY**. Such Documents are not intended or represented to be suitable for reuse by the **CITY** or others on extensions of the

Project or on any other project. Any such reuse or modification without written verification or adaptation by the **CONSULTANT**, as appropriate for the specific purpose intended, will be at the **CITY**'s sole risk and without liability or legal exposure to the **CONSULTANT** and the **CONSULTANT**'s sub-consultants. To the extent allowed by law, the **CITY** shall indemnify and hold harmless the **CONSULTANT** and **CONSULTANT**'s sub-consultants from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from the reuse or modification without the **CONSULTANT**'s written verification or adaption of the Documents as appropriate for the specific purpose intended.

SECTION 17. JURISDICTION; CHOICE OF LAW. Any civil action arising from this Agreement shall be brought in the District Court for the First Judicial District of the State of Idaho at Coeur d'Alene, Kootenai County, Idaho. The laws of the state of Idaho shall govern the rights and obligations of the parties.

SECTION 18. NON-WAIVER. The failure of the **CITY** or the **CONSULTANT** at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the **CITY** or the **CONSULTANT** thereafter to enforce each and every protection hereof.

SECTION 19. PERMITS, LAWS AND TAXES. The **CONSULTANT** shall acquire and maintain in good standing all permits, licenses and other documents necessary to its performance under this Agreement, including all necessary licenses and certifications for its employees. All actions taken by the **CONSULTANT** under this Agreement shall comply with all applicable statutes, ordinances, rules, and regulations. The **CONSULTANT** shall pay all taxes pertaining to its performance under this Agreement.

SECTION 20. RELATIONSHIP OF THE PARTIES. The **CONSULTANT** shall perform its obligations hereunder as an independent contractor of the **CITY**. The **CITY** may administer this Agreement and monitor the **CONSULTANT**'s compliance with this Agreement, but shall not supervise or otherwise direct the **CONSULTANT** except to provide recommendations and to provide approvals pursuant to this Agreement.

SECTION 21. INTEGRATION. This Agreement, and all appendices and amendments thereto, embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

SECTION 22. HOLD HARMLESS.

A. The **CONSULTANT** shall save, hold harmless, indemnify, and defend the **CITY**, and its officers, agents and employees, from and against any and all damages or liability arising out of the acts, errors, omissions, or negligence, including costs and expenses, for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by any person or persons or property arising from the **CONSULTANT**'s

performance of this Agreement and not arising from the **CONSULTANT**'s professional services. To this end, the **CONSULTANT** shall maintain general liability insurance in at least the amount set forth in Section 24.

B. The **CONSULTANT** shall save, hold harmless, and indemnify the **CITY**, and its officers, agents, and employees, from and against damages or liability arising out of the **CONSULTANT**'s negligent acts, errors, or omissions, including costs and expenses for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by persons or property to the extent arising from the **CONSULTANT**'s negligent performance of this Agreement, including but not limited to the **CONSULTANT**'s professional services. To this end, the **CONSULTANT** shall maintain Errors and Omissions insurance in at least the amounts set forth in Section 24.

C. The **CITY** shall save, hold harmless, indemnify, and defend the **CONSULTANT**, and its officers, agents and employees, from and against any and all damages or liability arising out of the acts, errors, omissions, or negligence, including costs and expenses, for or on account of any and all legal actions or claims of any character resulting from injuries or damages sustained by any person or persons or property arising from the **CITY**'s performance of this Agreement. To this end, the **CITY** shall maintain general liability insurance with at least the limits required by Idaho Code § 6-924.

SECTION 23. NOTIFICATION. Any notice under this Agreement may be served upon the **CONSULTANT** or the **CITY** by mail at the following addresses:

CITY:
City of Coeur d'Alene
710 E. Mullan Ave.
Coeur d'Alene, ID 83814
Attn.: City Clerk

CONSULTANT:
Justin Shaw, PE
3882 N. Schreiber Way, Suite 104
Coeur d'Alene, ID 83815

In the event any changes are made to the authorized representatives or other information listed above, the **CITY** and the **CONSULTANT** agree to furnish each other timely, written notice of such changes.

SECTION 24. STANDARD OF PERFORMANCE AND INSURANCE.

A. The Services under this Agreement will be performed in accordance with the care and skill ordinarily used by members of the subject profession practicing under like circumstances at the same time and in the same locality. **THE CONSULTANT MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, ON BEHALF OF IT OR OTHERS.** Nothing herein shall create a fiduciary duty between the parties.

B. The **CONSULTANT** shall maintain general liability insurance naming the **CITY**, its entities, and its representatives as additional insureds in the amount of at least \$500,000.00 for property damage 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 by Idaho Code § 6-924.

B. In performance of professional services, the **CONSULTANT** will use that degree of care and skill ordinarily exercised under similar circumstances by members of the **CONSULTANT**'s profession. Should the **CONSULTANT** or any of the **CONSULTANT**'s employees be found to have been negligent in the performance of professional services from which the **CITY** sustains damage, the **CONSULTANT** has obtained Errors and Omission Insurance with limits of at least five hundred thousand dollars (\$500,000.00). The **CONSULTANT** shall maintain, and furnish proof thereof, coverage for a period of two years following the completion of the project.

C. The **CONSULTANT** shall obtain and maintain auto liability insurance with limits in the amount of at least \$500,000.00 for the duration of the project.

D. Prior to work under this Agreement, the **CONSULTANT** shall furnish to the **CITY** certificates of the insurance coverages required herein, which certificates must be approved by the City Attorney. Certificates shall provide for at least thirty (30) days' notice to the **CITY** prior to cancellation of the policy for any reason. In addition, the **CONSULTANT** shall promptly notify the **CITY** when the policy is canceled.

SECTION 25. SURVIVAL. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

SECTION 26. SEVERABILITY. In the event any provision of this Agreement, or a portion thereof, is held invalid or unenforceable by a court of competent jurisdiction, it is the intent of the parties that the remaining provisions, to the fullest extent possible, shall remain valid and enforceable.

IN WITNESS WHEREOF, this agreement executed the day and year first written above.

CITY OF COEUR D'ALENE

ATTEST:

Woody McEvers, Mayor

Renata McLeod, City Clerk

HMH ENGINEERS, INC.

ATTEST:

(Printed Name)
(Title)

Secretary

ATTACHMENT 1

1/9/2025 DETAILED SCOPE OF WORK CITY OF COEUR D'ALENE PEDESTRIAN RAMP EVALUATION

Project Description

The City of Coeur d'Alene has improved roadways throughout city limits over the last few years including:

- 22nd Street
- Northwest Boulevard
- Atlas Road
- Newbrook Drive
- Hanley Avenue
- Ramsey Road
- Appleway Avenue
- Sherman Avenue

The City would like to improve pedestrian access along these routes. HMM will assist the City by evaluating 127 existing pedestrian ramps and recommending which ramps need updating.

HMM will develop a plan set and special provision to be included in the City's mill and inlay project manual that includes the improved ramps and the mill and inlay areas.

If the City requests additional services not specifically called out, they can be added as necessary.

Project Understanding

HMM will complete Curb Ramp Inspection form (ITD-0288) for each pedestrian ramp.

Scope of Services

The scope is organized by the following tasks:

- | | |
|--------|------------------------|
| Task 1 | Project Administration |
| Task 2 | Ramp Inspection |
| Task 3 | Design Plans |

Task 1 Project Administration

This will consist of the management of the project and involve administrative tasks that are required of the Consultant during the course of project development, including setting up and maintaining project accounting procedures, billing coordination, monitoring project budget, and general project coordination. Invoices will be submitted monthly via email in PDF format.

Task 2 Ramp Inspection

HMM will inspect and complete the Curb Ramp Inspection form (ITD-0288) for 127 pedestrian ramps along the eight roads listed above. HMM will evaluate and summarize which ramps meet current ADA compliance.

Task 3 Design Plans

HMM will develop a plan set including title, legend, key map, mill and inlay plan sheets, traffic control, and CDA/ITD/ ISPCW standard drawings. The plan set will also include 20 pedestrian ramps. Special provisions will be developed for pedestrian ramp construction.

**PUBLIC WORKS/GENERAL SERVICES COMMITTEE
STAFF REPORT**

DATE: January 27, 2025
FROM: Chris Bosley – City Engineer
SUBJECT: Approval of a Cooperative Agreement with Idaho Transportation Department for the Realignment of the Centennial Trail for the I-90 Widening Project

DECISION POINT: Should Council approve a Cooperative Agreement with the Idaho Transportation Department (ITD) for the Realignment of the Centennial Trail?

HISTORY: As a part of the I-90 widening project between US-41 and US-95, ITD will need to relocate the Centennial Trail, which is located within ITD right-of-way on the south side of I-90. This construction includes widening of I-90 to four lanes in both directions, replacement of the Atlas Bridge and Prairie Trail Bridge, ramp improvements at the Northwest Blvd and US-95 interchanges, and improvements along the Centennial Trail and Prairie Trail. The Project requires temporary construction access onto a City parcel for trail improvements and the State desires to quitclaim property to the City for a section of the realigned Centennial Trail. The purpose of this agreement is to document the roles and responsibilities of the City and ITD. Authority for this Agreement is established by Section 40-317, Idaho Code.

FINANCIAL ANALYSIS: There is no financial requirement by the City for this agreement.

PERFORMANCE ANALYSIS: Approval of these agreements will allow for ITD to advertise for bids and enter the construction phase of this project, which is expected to occur in spring of 2025.

DECISION POINT/RECOMMENDATION: Council should approve the Cooperative Agreement with the Idaho Transportation Department (ITD) for the Realignment of the Centennial Trail.

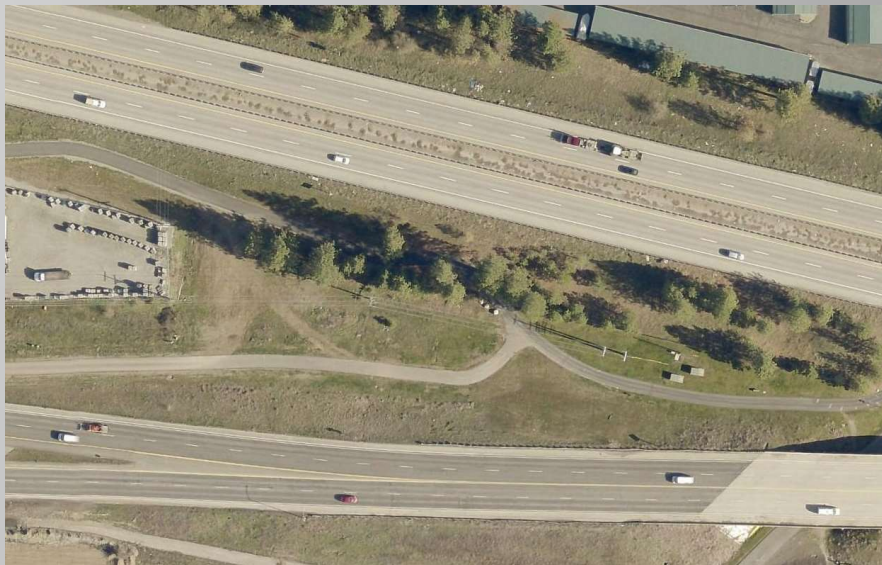
Centennial Trail Cooperative Agreement



January 27, 2025

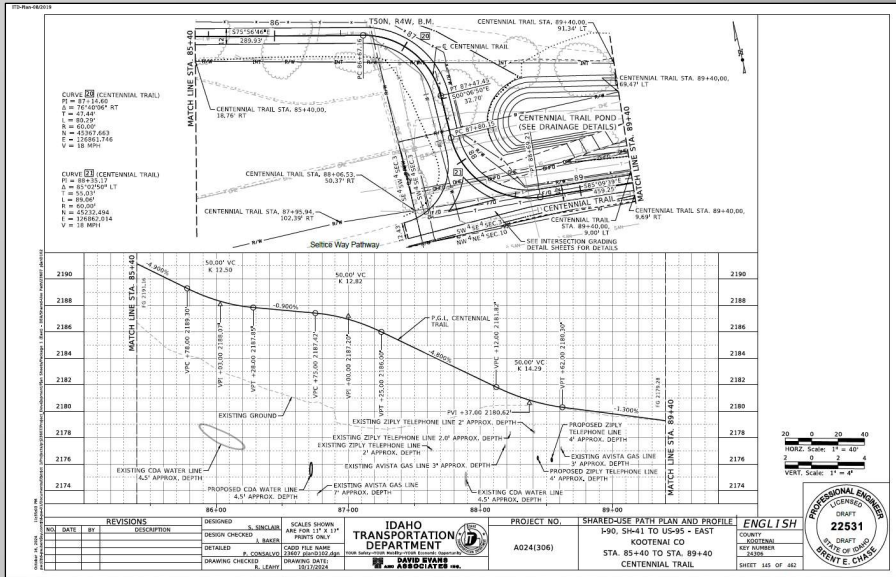
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Centennial Trail Cooperative Agreement



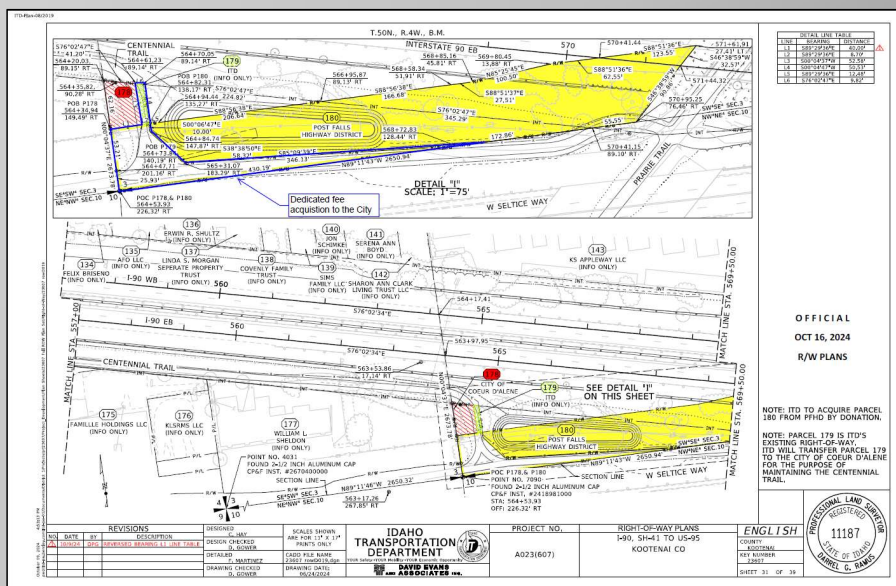
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Centennial Trail Cooperative Agreement



12

Centennial Trail Cooperative Agreement



13

Centennial Trail Cooperative Agreement

Questions?

**COOPERATIVE AGREEMENT FOR REALIGNMENT OF THE CENTENNIAL TRAIL
WITHIN PROJECT NO. A024(306) I-90, SH-41 TO US-95, EAST KOOTENAI COUNTY
KEY NO. 24306**

PARTIES

THIS AGREEMENT is made and entered into by and between the **IDAHO TRANSPORTATION DEPARTMENT**, hereafter called the State, and the **CITY OF COEUR D'ALENE**, hereafter called the City, on the date set forth below.

PURPOSE

The State has programmed a construction project on I-90 from west of Atlas Road to US-95, Kootenai County. This construction includes widening of I-90 to four lanes in both directions, replacement of the Atlas Bridge and Prairie Trail Bridge, ramp improvements at the Northwest Blvd and US-95 interchanges, and improvements along the Centennial Trail and Prairie Trail. The work that will be done to realign the Centennial Trail is hereinafter referred to as the Project. The Project requires temporary construction access onto a City parcel for trail improvements and the State desires to quitclaim property to the City for a section of the realigned Centennial Trail.

This purpose of this agreement is to document the roles and responsibilities of the parties regarding the Project. Authority for this Agreement is established by Section 40-317, Idaho Code.

The parties agree as follows:

SECTION I. STATE'S OBLIGATIONS

The State shall:

1. Provide design and construction of the Project. The Project will include a realignment of the Centennial Trail with its connection to the Seltice Way Pathway as shown on the attached Exhibit A.
2. Notify the City via email to Chris Bosley, cbosley@cdaid.org, and Monte McCully, mmccully@cdaid.org, a minimum of two weeks in advance of any Centennial Trail construction activities.
3. Acquire temporary and permanent easements required for Project improvements and construction activities.
4. Prepare legal descriptions and dedicate to the City 0.361 areas of fee acquisition for realignment of the Centennial Trail through ITD Parcel 179 and ITD Parcel 180 as shown on the attached Exhibit B. Upon project completion the state will quitclaim the fee acquisition to the

City.

5. Designate Erika Bowen as the State's primary contact for questions regarding construction activities on the Project.

Erika Bowen
Idaho Transportation Department
TECM Engineer Manager
erika.bowen@itd.idaho.gov
208-869-6787

SECTION II. CITY'S OBLIGATIONS

The City shall:

1. Review the Plans, Specifications & Estimate and provide comment on the Centennial Trail improvements including realignment of the trail as shown on the attached Exhibit A.
2. Receive from the State 0.361 acres of fee acquisition for the realignment of the Centennial Trail on ITD Parcel 179 and ITD Parcel 180.
3. Dedicate to the State 0.053 acres of temporary easement for realignment of the Centennial Trail on ITD Parcel 178.
4. Upon completion of construction of the Project, assume ownership and responsibility for maintenance and repair of the realigned portion of the Centennial Trail.
5. Designate Monte McCully as the City's primary contact for questions regarding the Centennial Trail.

Monte McCully
City of Coeur d'Alene
Trails Coordinator – Parks and Recreation Department
mmccully@cdaid.org
208-819-3256

SECTION III. GENERAL PROVISIONS

1. 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 the Project. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.
2. Force Majeure. No Party will be liable for failure to perform any duty under this

Agreement where such failure is due to unforeseeable causes beyond the Parties' control and without the fault or negligence of the Parties, including, but not restricted to, acts of God or the public enemy, fire, flood, epidemics, quarantine, strikes or other natural disasters. No Party shall be liable for any failure to perform resulting from any order of any court or state or federal agency.

3. Governing Law and Severability. This Agreement shall be construed in accordance with and governed by the laws of the State of Idaho. Any action to enforce the provisions of this Agreement shall be brought in State district court in Boise, Ada County, Idaho. In the event any term of this Agreement is held to be invalid or unenforceable by a court, the remaining terms of the Agreement will remain in force.
4. Non-Wavier. Each provision herein shall be treated as a separate and independent clause, and the unenforceability of any one clause shall in no way impair the enforceability of any other clauses herein.
5. No Authority to Bind the Other Party. One Party under this Agreement shall have no authority to enter into contracts or agreements on behalf of the other Party. All contracts or agreements shall be entered on behalf of the executing Party or executed jointly by both Parties.
6. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements or understandings between the Parties. No change, modification or waiver of any term of this Agreement shall be valid unless it is in writing and signed by both Parties.
7. Amendments. This Agreement may be extended or modified upon written agreement of the Parties. However, no amendment or modification of this Agreement shall be effective unless in writing and executed by the parties.
8. Effective Date. This Agreement shall become effective on the last date of execution below and shall remain in full force and effect until amended or replaced upon the mutual written consent of the City and the State.

EXECUTION

This Agreement is executed for the State by its District Engineer for District One, 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.

DATED this _____ day of _____, 2025

IDAHO TRANSPORTATION DEPARTMENT

District Engineer

DATED this _____ day of _____, 2025.

ATTEST:

CITY OF COEUR D'ALENE

City Clerk

Mayor

(SEAL)

By regular meeting on

cs: 24306

RESOLUTION

WHEREAS, the Idaho Transportation Department, hereafter called the **STATE**, has submitted a Cooperative Agreement stating obligations of the **STATE** and the **CITY OF COEUR D'ALENE**, hereafter called the **CITY**, for the realignment of the Centennial Trail as part of construction of I-90, SH-41 to US-94, EAST, Kootenai County; and

WHEREAS, the **STATE** is responsible for obtaining compliance with laws, standards and procedural policies in the development, construction and maintenance of improvements made to the Federal-aid Highway System when there is federal participation in the costs; and

WHEREAS, certain functions to be performed by the **STATE** involve the dedication of temporary easements by the City as set forth in the Cooperative Agreement; and

NOW, THEREFORE, BE IT RESOLVED:

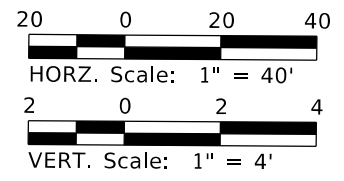
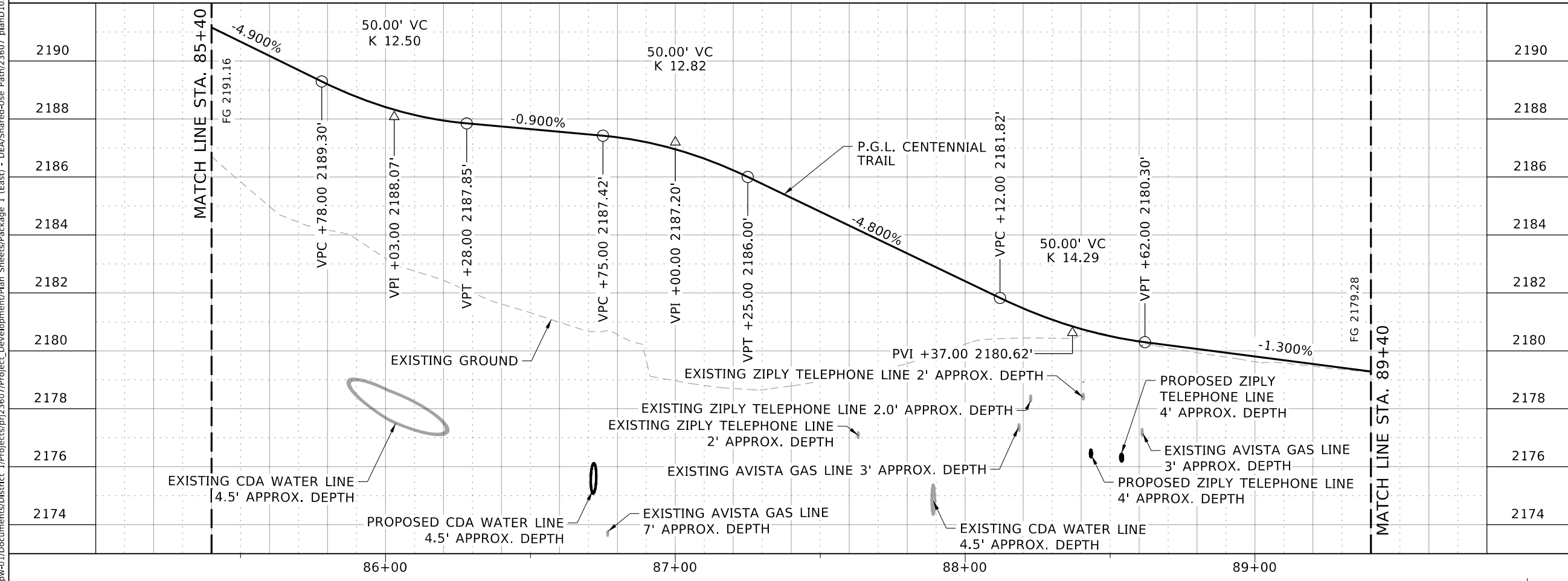
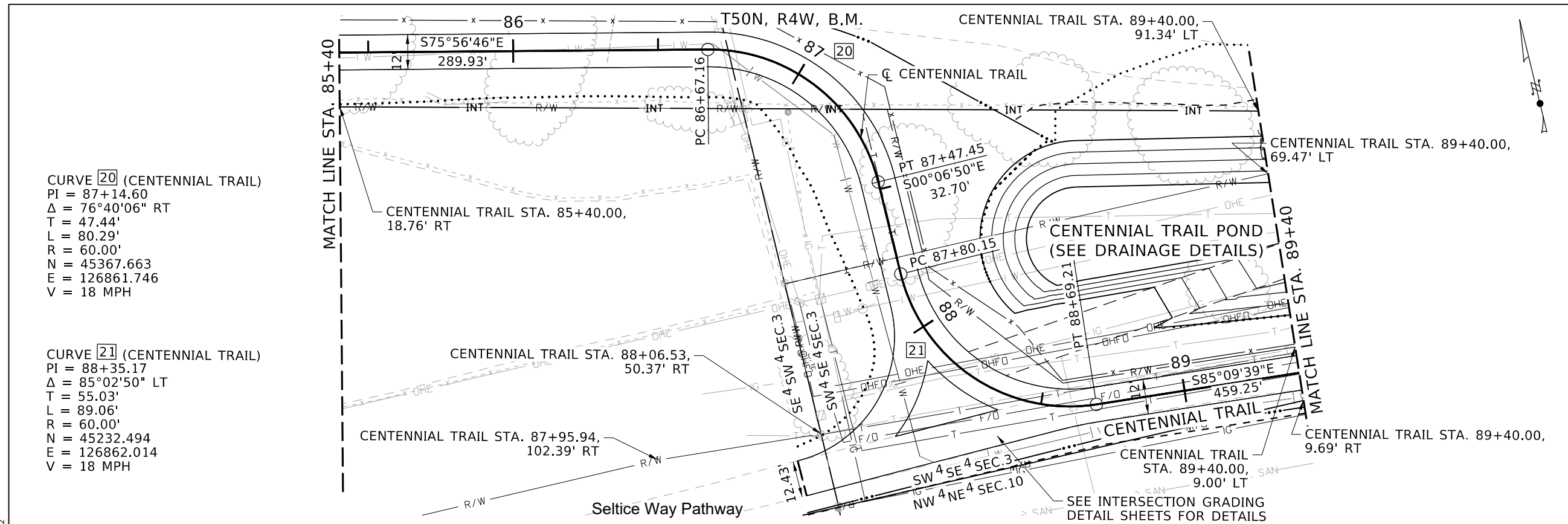
1. That the Cooperative Agreement for realignment of the Centennial Trail within Federal Aid Highway Project A024(306) is hereby approved.
2. That the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the **CITY**.
3. That duly certified copies of the Resolution shall 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 meeting of City Counsel, City of Coeur d'Alene, held on _____.

City Clerk

Exhibit A
Centennial Trail Realignment



REVISIONS			
NO.	DATE	BY	DESCRIPTION

DESIGNED	S. SINCLAIR	SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY
DESIGN CHECKED	J. BAKER	
DETAILED	P. CONSALVO	CADD FILE NAME 23607_planD102.dgn
DRAWING CHECKED	R. LEAHY	DRAWING DATE: 10/17/2024

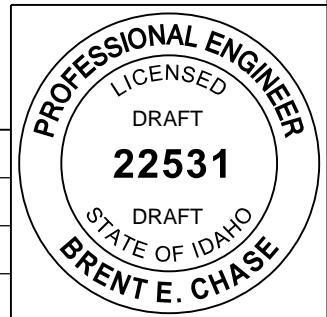
IDAHO TRANSPORTATION DEPARTMENT
 YOUR Safety → YOUR Mobility → YOUR Economic Opportunity

DAVID EVANS AND ASSOCIATES INC.

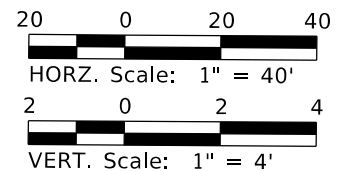
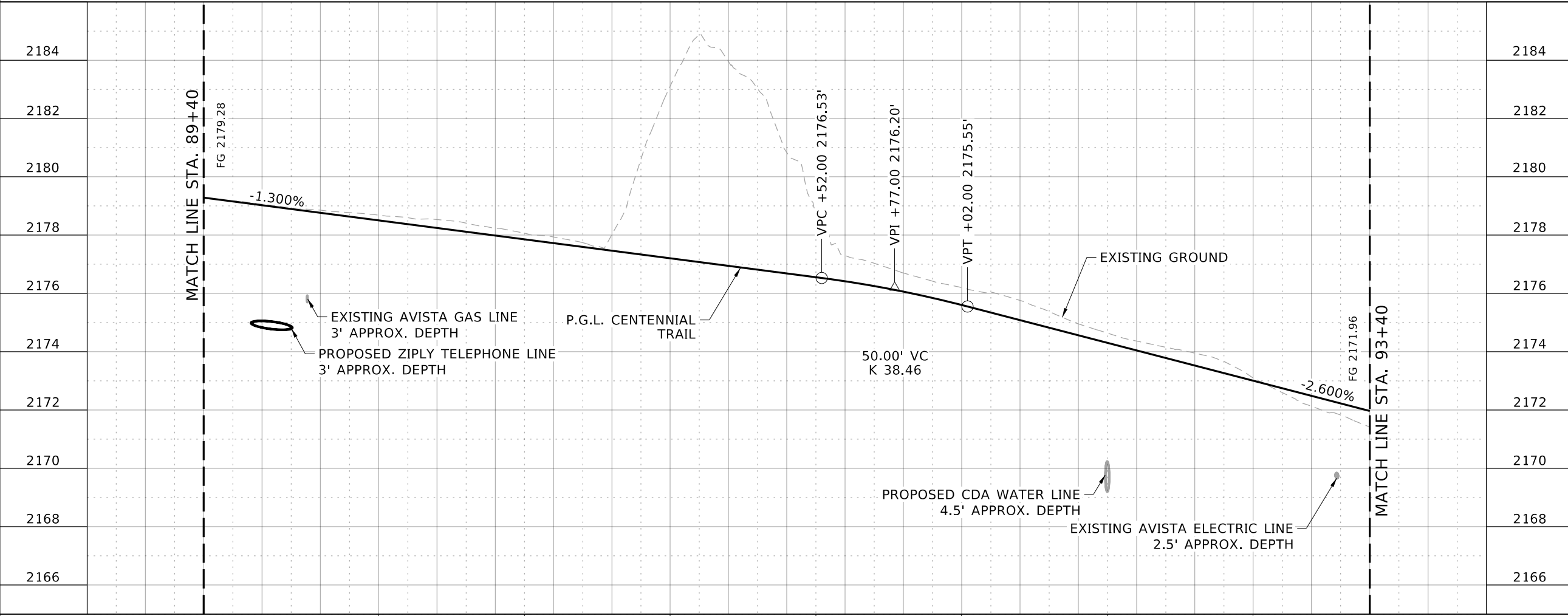
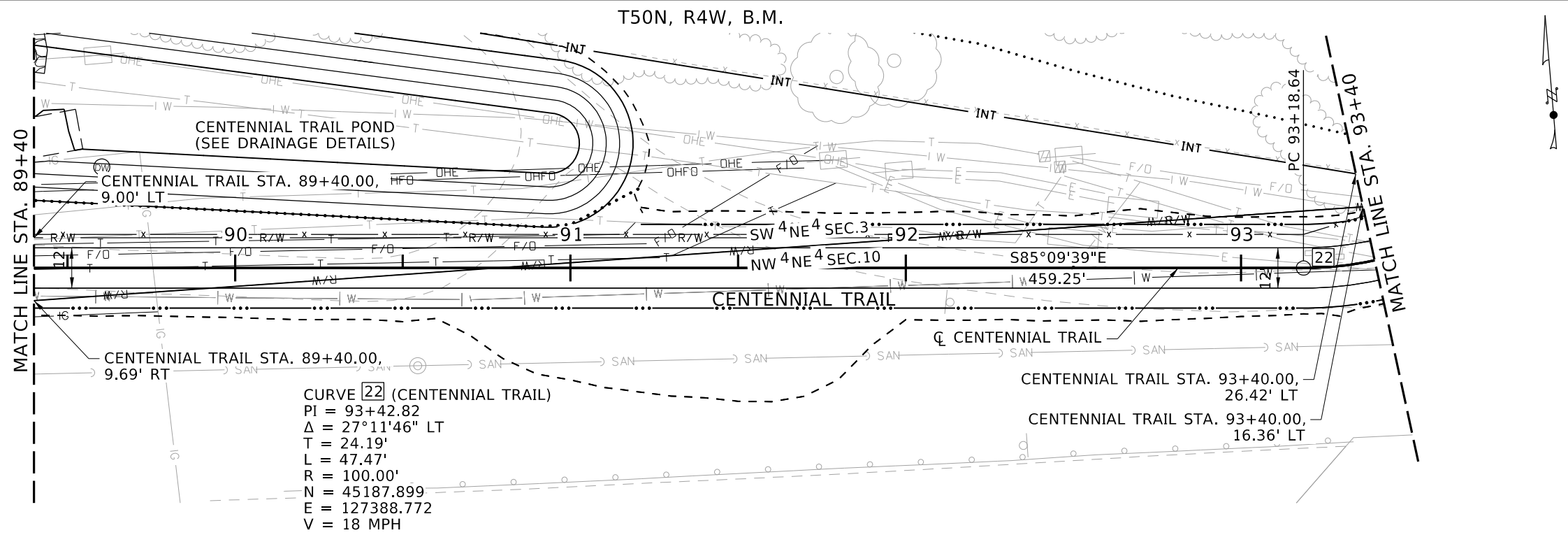
PROJECT NO.
A024(306)

SHARED-USE PATH PLAN AND PROFILE
 I-90, SH-41 TO US-95 - EAST
 KOOTENAI CO
 STA. 85+40 TO STA. 89+40
 CENTENNIAL TRAIL

ENGLISH
 COUNTY KOOTENAI
 KEY NUMBER 24306
 SHEET 145 OF 462



October 16, 2024 11:35:03 PM
 pww://itd-pw.bentley.com/itd-pw-01/Documents/District_1/Projects/pj23607/Project_Development/Plan_Sheets/Package 1 (East) - DEA/Shared-Use_Path/23607_planD102



October 16, 2024 11:35:26 PM
pw://itd-pw.bentley.com/itd-pw-01/Documents/District_1/Projects/prj23607/Project_Development/Plan_Sheets/Package 1 (East) - DEA/Shared-Use_Path/23607_planD103

REVISIONS			
NO.	DATE	BY	DESCRIPTION

DESIGNED	S. SINCLAIR	SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY
DESIGN CHECKED	J. BAKER	
DETAILED	P. CONSALVO	CADD FILE NAME 23607_planD103.dgn
DRAWING CHECKED	R. LEAHY	DRAWING DATE: 10/17/2024

IDAHO
TRANSPORTATION
DEPARTMENT

YOUR Safety → YOUR Mobility → YOUR Economic Opportunity

DAVID EVANS
AND ASSOCIATES INC.

PROJECT NO.	A024(306)
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SHARED-USE PATH PLAN AND PROFILE
 I-90, SH-41 TO US-95 - EAST
 KOOTENAI CO
 STA. 89+40 TO STA. 93+40
 CENTENNIAL TRAIL

ENGLISH
COUNTY KOOTENAI
KEY NUMBER 24306
SHEET 146 OF 462

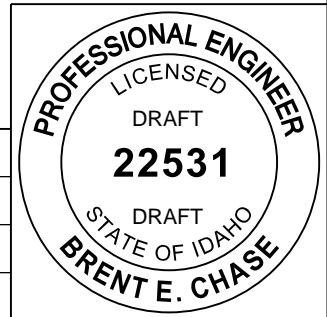


Exhibit B
Right-of-Way Plans

October 09, 2024 4:52:46 PM pww://itd-pw-bentley.com/itd-pw-01/Documents/District_1/Projects/pj23607/Project_Development/Plan_Sheets/23607_Full_ROW_Plan_Set/Total_Ownership_Map/23607_omapD006

Parcel No.	Parcel I.D. No.	Record Owner	Total Ownership Assessed Ac.	Right of Way		Remainder		Easement		Sheet Number
				Req'd Ac.	Exist. Ac.	Left Ac.	Right Ac.	Perm. Ac.	Temp. Ac.	
52	52672	EARL REAMY	1.182				1.182		0.010	14,15
53	52673	NSA PROPERTY HOLDINGS LLC	2.049				2.049		0.010	15
57	52674	SLCK COMMERCIAL PROPERTIES LLC	1.898				1.898		0.016	15,16
76	52675	SELTICE AND HUETTER LLC	14.885				14.885		0.575	21,22
85	52676	KEVIN PRATHER	2.069				2.069		0.016	23
88	52677	KOOTENAI COUNTY EMERGENCY MEDICAL SERVICES SYSTEM	5.003				5.003		0.023	23,24
99	52571	ELMER CURRIE	1.465			1.465			0.011	27
103	52574	SAMUEL R TORTORELLI	0.988			0.988			0.011	28
**114	52568	CITY OF COEUR D ALENE	1.581	1.581						29
157	52573	KOOTENAI YOUTH RECREATION ORGANIZATION INC	4.183				4.183		0.020	28
158	52572	DARLENE ROEDER SOMEDAY REVOCABLE TRUST	5.352				5.352		0.021	28
178	52570	CITY OF COEUR D ALENE	0.053						0.053	31
180	52569	POST FALLS HIGHWAY DISTRICT	1.305	1.081			0.224			31
*1	INFO ONLY	JONATHAN S COLES	0.304			0.304				13
*2	INFO ONLY	SKYVIEW CONSTRUCTION CO	0.805			0.805				13
*3	INFO ONLY	GLENDA BAYLEY	0.147			0.147				4
*4	INFO ONLY	OTIS LIVING TRUST THE	0.186			0.186				4
*5	INFO ONLY	WILLIAM JAMES WARE	0.147			0.147				4
*6	INFO ONLY	JOHN & LILLIAN THYSEN REVOCABLE TRUST	0.186			0.186				4
*7	INFO ONLY	VIRGINIA C JENSEN	0.215			0.215				4
*8	INFO ONLY	ELIZABETH E DEAN	0.215			0.215				4
*9	INFO ONLY	ANDREA C WOOD LIVING TRUST	0.264			0.264				4
*10	INFO ONLY	ROBERT E THOMPSON	0.264			0.264				4
*11	INFO ONLY	JERRY BITTNER	0.186			0.186				4
*12	INFO ONLY	CHARLOTTE A STILLER REVOCABLE LIVING TRUST	0.147			0.147				4
*13	INFO ONLY	DONALD JOHNSON	0.411			0.411				14
*14	INFO ONLY	ROBERT IMLE AND KAREN JOHNSON LIVING TRUST	0.302			0.302				14
*15	INFO ONLY	HANS AND ANNI MROCH FAMILY TRUST	0.262			0.262				14
*16	INFO ONLY	MICHAEL AND MARJORIE HILL LIVING TRUST	0.266			0.266				14
*17	INFO ONLY	VADIM P PUSTYNOVICH	0.270			0.270				14
*18	INFO ONLY	SUZANNE RENZ LIVING TRUST	0.274			0.274				14
*19	INFO ONLY	JAMES E HUSTON AND TERIE L HUSTON 2006 TRUST	0.278			0.278				14
*20	INFO ONLY	MICHAEL FLETCHER MICHAEL LIVING TRUST	0.282			0.282				14
*21	INFO ONLY	MACRAE LIVING TRUST	0.392			0.392				14
*22	INFO ONLY	HIGHLANDS GOLF COURSE LLC	123.842			123.842				14,15,16
*23	INFO ONLY	GLENN HANSEN	0.306			0.306				15
*24	INFO ONLY	MARK F LANGHANS	0.300			0.300				15
*25	INFO ONLY	JERRY MARLOW	0.408			0.408				15
*26	INFO ONLY	DONALD MCMANUS	0.504			0.504				15
*27	INFO ONLY	DONALD MCMANUS	0.051			0.051				15
*28	INFO ONLY	IDAHO TRANSPORTATION DEPARTMENT	18.036			18.036				18
*29	INFO ONLY	LREV 24 LLC	11.254			11.254				18,25
*30	INFO ONLY	LREV 24 LLC	8.702			8.702				20,25
* FOR INFORMATION PURPOSES ONLY										
** TOTAL ACREAGE SHOWN IS ASSESSED ACREAGE, NOT SURVEYED ACREAGE.										

NOTE: ITD TO ACQUIRE PARCEL 180 FROM PFHD BY DONATION.

NOTE: ADJOINING PARCELS WITH THE SAME OWNERSHIP HAVE BEEN CONSOLIDATED BY REQUEST UNDER A SINGLE PARCEL ID AS SHOWN ON THIS TABLE AS PARCEL 76.

**OFFICIAL
OCT 16, 2024
R/W PLANS**

REVISIONS			
NO.	DATE	BY	DESCRIPTION
1	10/9/24	DPG	P76 TEMP EASE AC REVISED P180 REQ/REM AC REVISED

DESIGNED I. WASHBURN	SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY
DESIGN CHECKED D. GOWER	CADD FILE NAME 23607_omapD006.dgn
DETAILED I. WASHBURN	DRAWING DATE: 06/24/2024
DRAWING CHECKED D. GOWER	

**IDAHO
TRANSPORTATION
DEPARTMENT**

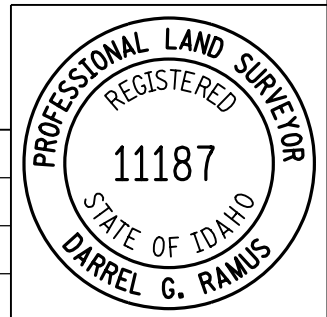
YOUR Safety→YOUR Mobility→YOUR Economic Opportunity

**DAVID EVANS
AND ASSOCIATES INC.**

PROJECT NO.	A023(607)
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TOTAL OWNERSHIP TABLE	I-90, SH-41 TO US-95 KOOTENAI CO
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ENGLISH
COUNTY KOOTENAI
KEY NUMBER 23607
SHEET 8 OF 39



August 13, 2024 9:42:36 AM pwc://itd-pw.bentley.com/itd-pw-01/Documents/District_1/Projects/prj23607/Project_Development/Plan_Sheets/23607_Full_ROW_Plan_Set/Total_Ownership_Map/23607_omapD009

Parcel No.	Parcel I.D. No.	Record Owner	Total Ownership Assessed Ac.	Right of Way		Remainder		Easement		Sheet Number
				Req'd Ac.	Exist. Ac.	Left Ac.	Right Ac.	Perm. Ac.	Temp. Ac.	
*137	INFO ONLY	LINDA S MORGAN SEPERATE PROPERTY TRUST	0.325			0.325				31
*138	INFO ONLY	COVENEY FAMILY TRUST	0.199			0.199				31
*139	INFO ONLY	SIMS FAMILY LLC	0.212			0.212				31
*140	INFO ONLY	JON SCHIMKE	0.249			0.249				31
*141	INFO ONLY	SERENA ANN BOYD	0.495			0.495				31
*142	INFO ONLY	SHARON ANN CLARK LIVING TRUST THE	0.297			0.297				31
*143	INFO ONLY	KS APPLEWAY LLC	3.663			3.663				31,32
*144	INFO ONLY	SILVER VALLEY PROPERTIES LLC	4.696			4.696				32
*145	INFO ONLY	COEUR D ALENE TRIBE	2.427			2.427				6
*146	INFO ONLY	208 APPLEWAY PARTNERS LLC	0.233			0.233				6
*147	INFO ONLY	208 APPLEWAY PARTNERS LLC	1.401			1.401				6
*148	INFO ONLY	REACH AMERICA INC	1.166			1.166				6
*149	INFO ONLY	BEACON WEST LLC	2.333			2.333				6
*150	INFO ONLY	CDA TRACTOR CO	2.826			2.826				6
*151	INFO ONLY	AREC 22 LLC	3.441			3.441				6
*152	INFO ONLY	722 APPLEWAY LLC	1.638			1.638				6
*153	INFO ONLY	IDAHO PROGRESS OF CDA LLC	2.943			2.943				6
*154	INFO ONLY	SAPPHIRE HOSPITALITY CDA LLC	2.010			2.010				6
*155	INFO ONLY	H & J INC	4.969			4.969				6
*156	INFO ONLY	RIVERVIEW VENTURE LLC	5.657				5.657			27
*159	INFO ONLY	CHARLES ROBERT LUNCEFORD	11.424				11.424			28,29
*160	INFO ONLY	NEIL H NASH	0.819				0.819			29
*161	INFO ONLY	FITH OPS LLC	0.432				0.432			29
*162	INFO ONLY	GEORGEANN INVESTMENTS LLC	1.293				1.293			6
*163	INFO ONLY	GURNEK SINGH	0.386				0.386			6
*164	INFO ONLY	ASG HOLDINGS LLC	1.727				1.727			6
*165	INFO ONLY	CIRCUIT AT SELTICE HOMEOWNERS ASSOCIATION INC	0.640				0.640			30
*166	INFO ONLY	ZACHARY SHELHAMER	0.086				0.086			6
*167	INFO ONLY	PAUL H KIM	0.088				0.088			30
*168	INFO ONLY	JORI S CZAJKOWSKI	0.084				0.084			30
*169	INFO ONLY	JOSEPH R BELSHIN	0.007				0.007			30
*170	INFO ONLY	JOSEPH R BELSHIN	0.068				0.068			30
*171	INFO ONLY	CIRCUIT AT SELTICE HOMEOWNERS ASSOCIATION INC	0.968				0.968			30
*172	INFO ONLY	ROBERT STEIGLEDER	0.083				0.083			30
*173	INFO ONLY	KLSRMS LLC	3.316				3.316			30
*174	INFO ONLY	KLSRMS LLC	1.243				1.243			30
*175	INFO ONLY	FAMILLE HOLDINGS LLC	4.470				4.470			30,31
*176	INFO ONLY	KLSRMS LLC	0.322				0.322			31
*177	INFO ONLY	WILLIAM L SHELDON	1.791				1.791			31
*179	INFO ONLY	IDAHO TRANSPORTATION DEPARTMENT	0.137		0.137					31
*181	INFO ONLY	COEUR D ALENE URBAN RENEWAL AGENCY DBA IGNITE CDA	8.893				8.893			6
*182	INFO ONLY	COEUR D ALENE URBAN RENEWAL AGENCY DBA IGNITE CDA	1.754				1.754			32
*183	INFO ONLY	KOOTENAI COUNTY	2.302				2.302			32
*184	INFO ONLY	SELTICE SENIORS LLC	1.264				1.264			32
*185	INFO ONLY	SELTICE SENIORS LLC	2.627				2.627			6
*186	INFO ONLY	HRES2 PROPERTIES TRUST	4.572				4.572			6

* FOR INFORMATION PURPOSES ONLY

**OFFICIAL
AUG 21, 2024
R/W PLANS**

REVISIONS			
NO.	DATE	BY	DESCRIPTION

DESIGNED I. WASHBURN	SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY
DESIGN CHECKED D. GOWER	
DETAILED I. WASHBURN	CADD FILE NAME 23607_omapD009.dgn
DRAWING CHECKED D. GOWER	DRAWING DATE: 06/24/2024

**IDAHO
TRANSPORTATION
DEPARTMENT**

YOUR Safety→YOUR Mobility→YOUR Economic Opportunity

**DAVID EVANS
AND ASSOCIATES INC.**

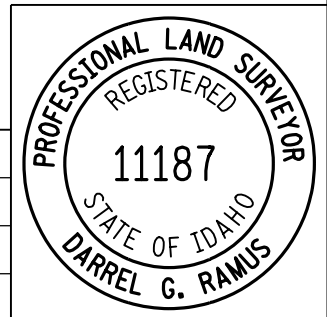


PROJECT NO.

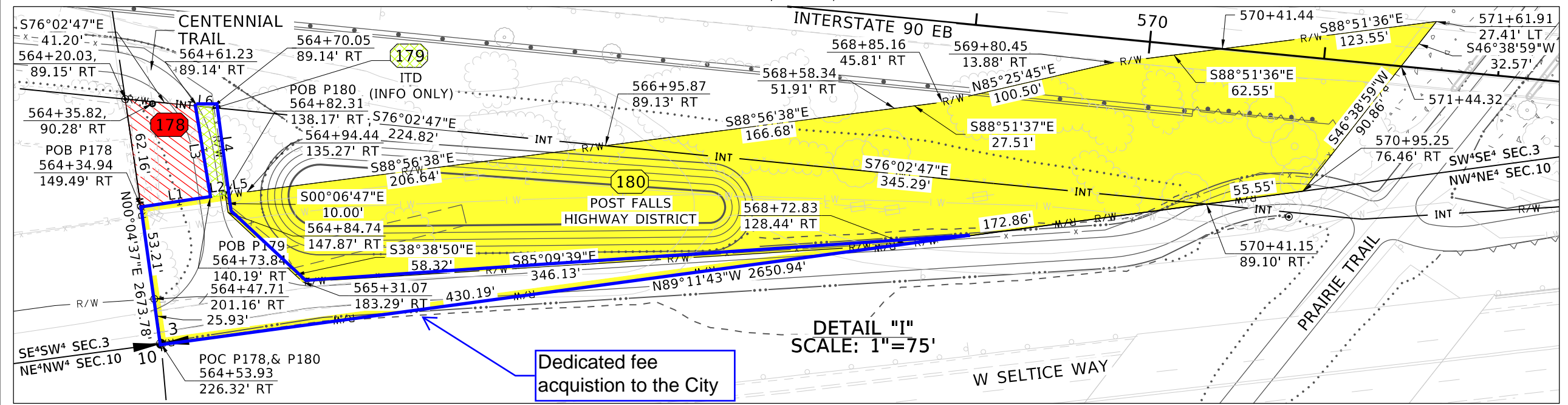
A023(607)

TOTAL OWNERSHIP TABLE
I-90, SH-41 TO US-95
KOOTENAI CO

ENGLISH
COUNTY
KOOTENAI
KEY NUMBER
23607
SHEET 11 OF 39



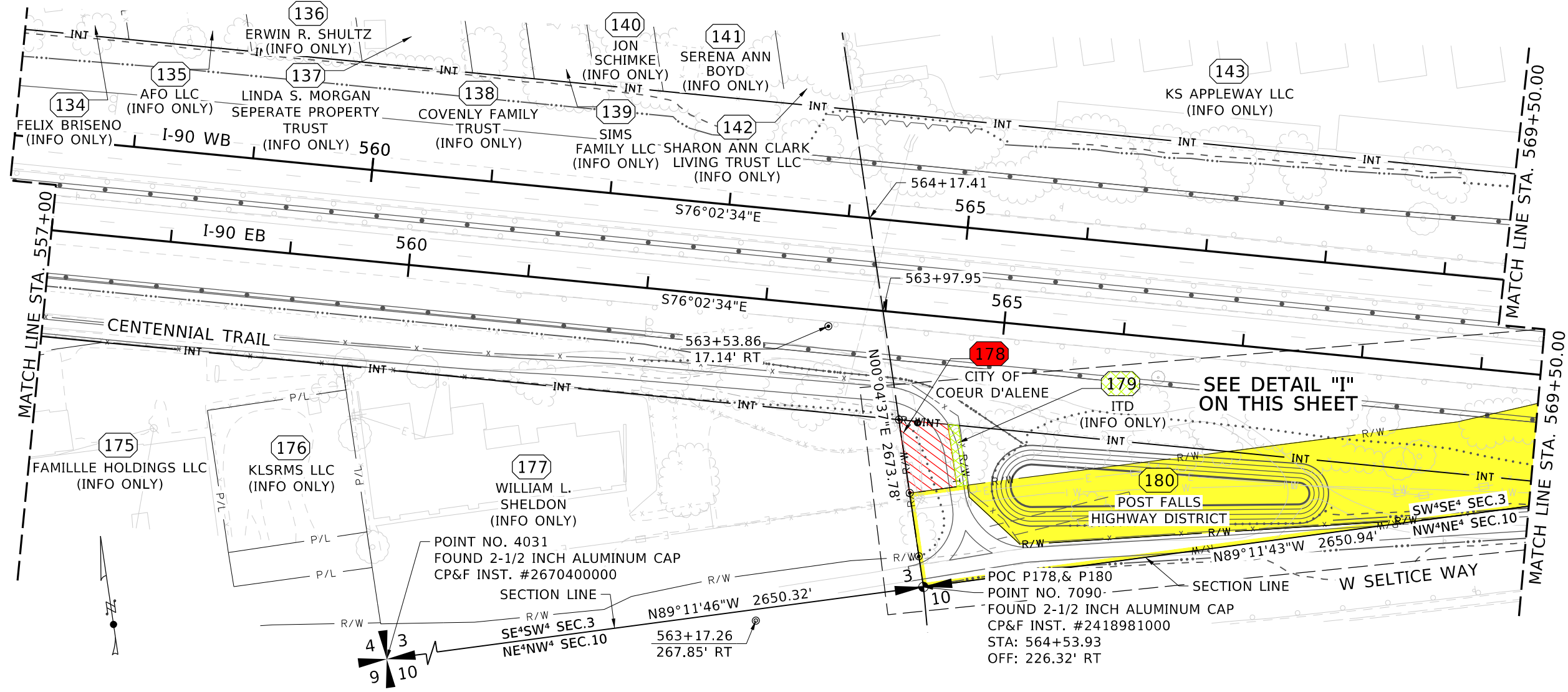
T.50N., R.4W., B.M.



DETAIL LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°29'36"E	40.00'
L2	S89°29'36"E	8.70'
L3	S00°04'37"W	52.58'
L4	S00°04'47"W	50.53'
L5	S89°29'36"E	12.48'
L6	S76°02'47"E	9.82'

DETAIL "I"
SCALE: 1"=75'

Dedicated fee acquisition to the City



OFFICIAL
OCT 16, 2024
R/W PLANS

NOTE: ITD TO ACQUIRE PARCEL 180 FROM PFHD BY DONATION.

NOTE: PARCEL 179 IS ITD'S EXISTING RIGHT-OF-WAY. ITD WILL TRANSFER PARCEL 179 TO THE CITY OF COEUR D'ALENE FOR THE PURPOSE OF MAINTAINING THE CENTENNIAL TRAIL.

REVISIONS				
NO.	DATE	BY	DESCRIPTION	
1	10/9/24	DPG	REVERSED BEARING L1 LINE TABLE	

DESIGNED
C. HAY

DESIGN CHECKED
D. GOWER

DETAILED
F. MARTINEZ

DRAWING CHECKED
D. GOWER

SCALES SHOWN
ARE FOR 11" X 17"
PRINTS ONLY

CADD FILE NAME
23607_rowD019.dgn

DRAWING DATE:
06/24/2024

IDAHO
TRANSPORTATION
DEPARTMENT

YOUR Safety→YOUR Mobility→YOUR Economic Opportunity

DAVID EVANS
AND ASSOCIATES INC.

PROJECT NO.

A023(607)

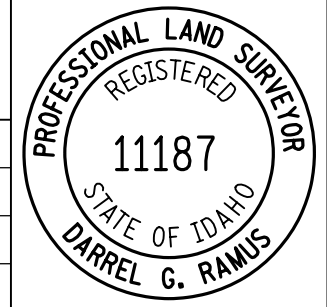
RIGHT-OF-WAY PLANS
I-90, SH-41 TO US-95
KOOTENAI CO

ENGLISH

COUNTY
KOOTENAI

KEY NUMBER
23607

SHEET 31 OF 39



October 09, 2024 4:53:13 PM pww://itd-pw-bentley.com/itd-pw-01/Documents/District_1/Projects/pj23607/Project_Development/Plan_Sheets/23607_Full_ROW_Plan_Set/Right-of-Way/23607_rowD019

**PUBLIC WORKS/GENERAL SERVICES COMMITTEE
STAFF REPORT**

DATE: January 27, 2025
FROM: Chris Bosley – City Engineer
SUBJECT: Acceptance of the transfer of right-of-way from the Idaho Transportation Department for the US-95 Improvements.

DECISION POINT: Should Council accept the transfer of right-of-way from the Idaho Transportation Department for the US-95 Improvements completed with the FASTLANE Grant?

HISTORY: Through a Federal FASTLANE grant to upgrade US-95 and associated intersections with safety and capacity improvements, the Idaho Transportation Department (ITD) acquired right-of-way from several properties in the City of Coeur d'Alene in order to accommodate additional turn lanes. Now that the project is complete, ITD intends to quitclaim deed the acquired right-of-way to the City.

FINANCIAL ANALYSIS: There is no cost to the City for this transaction.

PERFORMANCE ANALYSIS: Approval of this transfer allows the City to control the right-of-way on the City streets along the US-95 corridor.

DECISION POINT/RECOMMENDATION: Council should accept the transfer of right-of-way from the Idaho Transportation Department for the US-95 Improvements completed with the FASTLANE Grant.

ITD Right-of-Way Transfer



January 27, 2025

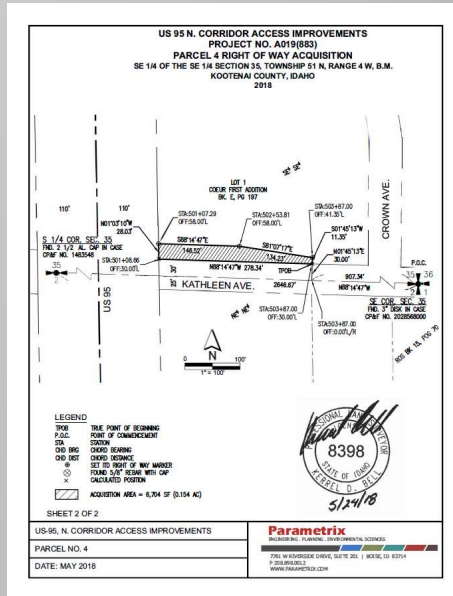
15

ITD Right-of-Way Transfer



16

ITD Right-of-Way Transfer



17

ITD Right-of-Way Transfer

Questions?

18

After recording return to:
 Idaho Transportation Department
 Attn: HQ ROW
 3311 West State Street
 Boise ID 83703

Project No. A019(883) Key No. 19883 Parcel No. 1 Parcel ID No. 50628	Project No. A019(883) Key No. 19883 Parcel No. 2 Parcel ID No. 50629	Project No. A019(883) Key No. 19883 Parcel No. 3 Parcel ID No. 50630
Project No. A019(883) Key No. 19883 Parcel No. 4 Parcel ID No. 50631	Project No. A019(883) Key No. 19883 Parcel No. 5 Parcel ID No. 50632	Project No. A019(883) Key No. 19883 Parcel No. 6 Parcel ID No. 50633
Project No. A019(883) Key No. 19883 Parcel No. 10 Parcel ID No. 50652	Project No. A019(883) Key No. 19883 Parcel No. 11 Parcel ID No. 50653	Project No. A019(883) Key No. 19883 Parcel No. 12 Parcel ID No. 50654
Project No. A019(883) Key No. 19883 Parcel No. 13 Parcel ID No. 50655	Project No. A019(883) Key No. 19883 Parcel No. 15 Parcel ID No. 50657	Project No. A019(883) Key No. 19883 Parcel No. 25 Parcel ID No. 50668
Project No. A019(883) Key No. 19883 Parcel No. 26 Parcel ID No. 50669	Project No. A019(883) Key No. 19883 Parcel No. 27 Parcel ID No. 50670	

QUITCLAIM DEED

THIS INDENTURE is made this _____ day of _____, 2024, by and between the **STATE OF IDAHO, IDAHO TRANSPORTATION BOARD, by and through the IDAHO TRANSPORTATION DEPARTMENT**, its successors and assigns, whose address is 3311 West State St., Boise, Idaho 83703 (“Grantor”) and **CITY OF COEUR D’ALENE, a municipality of the State of Idaho**, whose address is 710 East Mullan Avenue, Coeur d’Alene, Idaho 83814 (“Grantee”).

WITNESSETH: That Grantor, for value received, does, by these presents, remise, release and forever QUITCLAIM unto Grantee the following described real property, together with appurtenances, situated in the County of KOOTENAI, State of Idaho, to-wit:

SEE LEGAL DESCRIPTION AND DEPICTION ON **EXHIBIT A** ATTACHED HERETO
AND BY THIS REFERENCE MADE A PART HEREOF.

PARCEL No. 1 CONTAINING APPROXIMATELY **0.077** ACRES (**3,347** SQ FT).

SEE LEGAL DESCRIPTION AND DEPICTION ON **EXHIBIT B** ATTACHED HERETO
AND BY THIS REFERENCE MADE A PART HEREOF.

PARCEL No. 2 CONTAINING APPROXIMATELY **0.022** ACRES. (**937** SQ FT).

SEE LEGAL DESCRIPTION AND DEPICTION ON **EXHIBIT C** ATTACHED HERETO
AND BY THIS REFERENCE MADE A PART HEREOF.

PARCEL No. 3 CONTAINING APPROXIMATELY **0.090** ACRES. (**3,933** SQ FT).

SEE LEGAL DESCRIPTION AND DEPICTION ON **EXHIBIT D** ATTACHED HERETO
AND BY THIS REFERENCE MADE A PART HEREOF.

PARCEL No. 4 CONTAINING APPROXIMATELY **0.154** ACRES (**6,704** SQ FT).

SEE LEGAL DESCRIPTION AND DEPICTION ON **EXHIBIT E** ATTACHED HERETO
AND BY THIS REFERENCE MADE A PART HEREOF.

PARCEL No. 5 CONTAINING APPROXIMATELY **0.027** ACRES (**1,163** SQ FT).

SEE LEGAL DESCRIPTION AND DEPICTION ON **EXHIBIT F** ATTACHED HERETO
AND BY THIS REFERENCE MADE A PART HEREOF.

PARCEL No. 6 CONTAINING APPROXIMATELY **0.013** ACRES (**573** SQ FT).

SEE LEGAL DESCRIPTION AND DEPICTION ON **EXHIBIT G** ATTACHED HERETO
AND BY THIS REFERENCE MADE A PART HEREOF.

PARCEL No. 10 CONTAINING APPROXIMATELY **0.047** ACRES (**2,075** SQ FT).

SEE LEGAL DESCRIPTION AND DEPICTION ON **EXHIBIT H** ATTACHED HERETO
AND BY THIS REFERENCE MADE A PART HEREOF.

PARCEL No. 11 CONTAINING APPROXIMATELY **0.011** ACRES (**494** SQ FT).

SEE LEGAL DESCRIPTION AND DEPICTION ON **EXHIBIT I** ATTACHED HERETO
AND BY THIS REFERENCE MADE A PART HEREOF.

PARCEL No. 12 CONTAINING APPROXIMATELY **0.020** ACRES (**883** SQ FT).

SEE LEGAL DESCRIPTION AND DEPICTION ON **EXHIBIT J** ATTACHED HERETO
AND BY THIS REFERENCE MADE A PART HEREOF.

PARCEL No. 13 CONTAINING APPROXIMATELY **0.040** ACRES (**1,731** SQ FT).

SEE LEGAL DESCRIPTION AND DEPICTION ON **EXHIBIT K** ATTACHED HERETO
AND BY THIS REFERENCE MADE A PART HEREOF.

PARCEL No. 15 CONTAINING APPROXIMATELY **0.036** ACRES (**1,553** SQ FT).

SEE LEGAL DESCRIPTION AND DEPICTION ON **EXHIBIT L** ATTACHED HERETO
AND BY THIS REFERENCE MADE A PART HEREOF.

PARCEL No. 25 CONTAINING APPROXIMATELY **0.264** ACRES (**11,484** SQ FT).

SEE LEGAL DESCRIPTION AND DEPICTION ON **EXHIBIT M** ATTACHED HERETO
AND BY THIS REFERENCE MADE A PART HEREOF.

PARCEL No. 26 CONTAINING APPROXIMATELY **1.950** ACRES (**84,935** SQ FT).

SEE LEGAL DESCRIPTION AND DEPICTION ON **EXHIBIT N** ATTACHED HERETO
AND BY THIS REFERENCE MADE A PART HEREOF.

PARCEL No. 27 CONTAINING APPROXIMATELY **0.366** ACRES (**15,945** SQ FT).

TO HAVE AND TO HOLD, all and singular the said premises, unto Grantee, and to
Grantee's heirs and assigns forever.

(The remainder of this page left intentionally blank; signatures on following pages.)

IN WITNESS WHEREOF, Grantor has executed this Quitclaim Deed the day and year first above written.

GRANTOR:

**IDAHO TRANSPORTATION BOARD,
by and through the IDAHO TRANSPORTATION DEPARTMENT**

By: _____

JUSTIN POND

Right of Way Program Manager

STATE OF IDAHO)
) ss.
County of ADA)

On this _____ day of _____, 20___, before me, the undersigned, a Notary Public in and for said State, personally appeared JUSTIN POND, known or identified to me to be the Right of Way Program Manager for the State of Idaho, Idaho Transportation Board, by and through the Idaho Transportation Department, and acknowledged to me that he executed the foregoing instrument for and on behalf of the State of Idaho, Idaho Transportation Board, by and through the Idaho Transportation Department.

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

(SEAL)

Notary Public for IDAHO
Residing at _____
My commission expires _____

ACCEPTED this ____ day of _____, 202_, by the Mayor of the City of COEUR D'ALENE, a municipality of the State of Idaho:

By: _____
WOODY McEVERS, Mayor

Date: _____

ATTEST:

By: _____
Title: _____
Printed Name: _____

Date: _____

STATE OF IDAHO)
) ss.
County of KOOTENAI)

On this ____ day of _____, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared WOODY McEVERS and _____, known or identified to me to be the Mayor and _____ for the City of Coeur d'Alene, and acknowledged to me that they executed the foregoing instrument for and on behalf of the City of Coeur d'Alene.

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

(SEAL)

Notary Public for IDAHO
Residing at _____
My commission expires _____

EXHIBIT A
Parcel 1

Idaho Transportation Department May, 2018
 US-95 N CORRIDOR ACCESS IMPROVEMENTS Fee Acquisition
 Project No. A019(883) 3,347 Sq. Ft.±
 Parcel No. 1 0.077 Acres±
 Parcel ID No. 50628 Sheet 1 of 2

LEGAL DESCRIPTION

A parcel of land being a portion of Lot 2, Block 1 of the Lobo Lodge Commercial Tracts First Addition, according to the plat thereof filed for record in Book L, Page 68, located in the Northeast Quarter of the Southeast Quarter of Section 2, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, being more particularly described as follows:

Commencing at the East Quarter corner of said Section 2 said corner being shown on CP&F instrument no. 2030653000 from which the Southeast corner of said Section 2 shown on CP&F instrument no. 2030654000 bears South 00°02'33" East a distance of 2647.27 feet; Thence South 00°02'33" East along the East line of said Section 2 a distance of 275.52 feet to a point on the centerline of Neider Ave.; Thence leaving said East line North 88°56'02" West along said centerline a distance of 946.88 feet; Thence leaving said centerline North 01°03'58" East a distance of 41.00 feet to the Southeast corner of said Lot 2 at Project Station 903+32.83, 41.00 feet left and the **True Point of Beginning**:

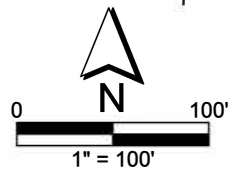
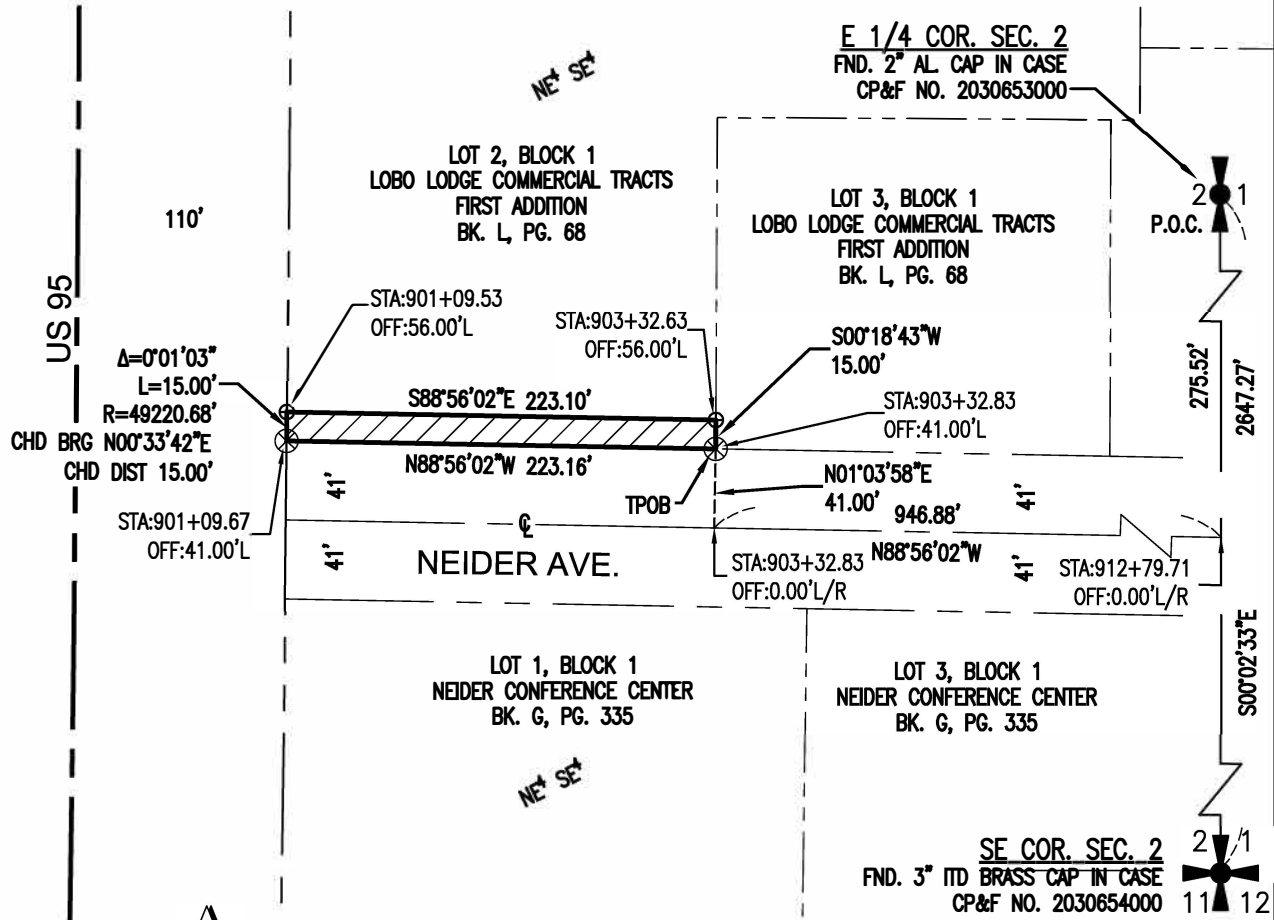
Thence North 88°56'02" West along the south line of said Lot 2 said line also being the north line of said Neider Ave. right of way 41 feet north of centerline, a distance of 223.16 feet to the Southwest corner of said Lot 2, said point also being on the east line of the US 95 right of way 110 feet east of centerline at Project Station 901+09.67, 41.00 feet left; Thence leaving said south line and north line and along the west line of said Lot 2 and said east right of way line along a 49,220.68 foot radius curve to the left with a chord bearing and distance of North 00°33'42" East, 15.00 feet through a central angle of 00°01'03" for an arc length of 15.00 feet at Project Station 901+09.53, 56.00 feet left; Thence leaving said west and east line, South 88°56'02" East a distance of 223.10 feet to a point on the east line of said Lot 2 at Project Station 903+32.63, 56.00 feet left; Thence South 00°18'43" West along said east line a distance of 15.00 feet to the **True Point of Beginning**.

The above-described portion of land containing 3,347 square feet (0.077 acres), more or less.

From Neider Ave. Project Station 901+09.53 to 903+32.83



US 95 N. CORRIDOR ACCESS IMPROVEMENTS
PROJECT NO. A019(883)
PARCEL 1 RIGHT OF WAY ACQUISITION
 NE 1/4 OF THE SE 1/4 SECTION 2, TOWNSHIP 50 N, RANGE 4 W, B.M.
 KOOTENAI COUNTY, IDAHO
 2018



LEGEND

- TPOB TRUE POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- STA STATION
- CHD BRG CHORD BEARING
- CHD DIST CHORD DISTANCE
- ⊕ SET ITD RIGHT OF WAY MARKER
- ⊗ FOUND 5/8" REBAR WITH CAP
- x CALCULATED POSITION

ACQUISITION AREA = 3,347 SF (0.077 AC)



SHEET 2 OF 2

US-95, N. CORRIDOR ACCESS IMPROVEMENTS
PARCEL NO. 1
DATE: MAY 2018

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EXHIBIT B
Parcel 2

Idaho Transportation Department May, 2018
 US-95 N CORRIDOR ACCESS IMPROVEMENTS Fee Acquisition
 Project No. A019(883) 937 Sq. Ft.±
 Parcel No. 2 0.022 Acres±
 Parcel ID No. 50629 Sheet 1 of 2

LEGAL DESCRIPTION

A parcel of land being a portion of Lot 3 Block 1 of the Lobo Lodge Commercial Tracts First Addition according to the plat thereof filed for record in Book I page 68 located in the Northeast Quarter of the Southeast Quarter of Section 2, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, being more particularly described as follows:

Commencing at the East Quarter corner of said Section 2 said corner being shown on CP&F instrument no. 2030653000 from which the Southeast corner of said Section 2 shown on CP&F instrument no. 2030654000 bears South 00°02'33" East a distance of 2647.27 feet; Thence South 0°02'33" East along the east line of said Section 2 a distance of 275.52 feet to a point on the centerline of Neider Ave.; Thence leaving said east line North 88°56'02" West along said centerline a distance of 946.88 feet; Thence leaving said centerline North 01°03'58" East a distance of 41.00 feet to the Southwest corner of said Lot 3 at Project Station 903+32.83, 41.00 feet left and the **True Point of Beginning**:

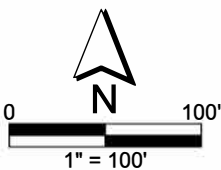
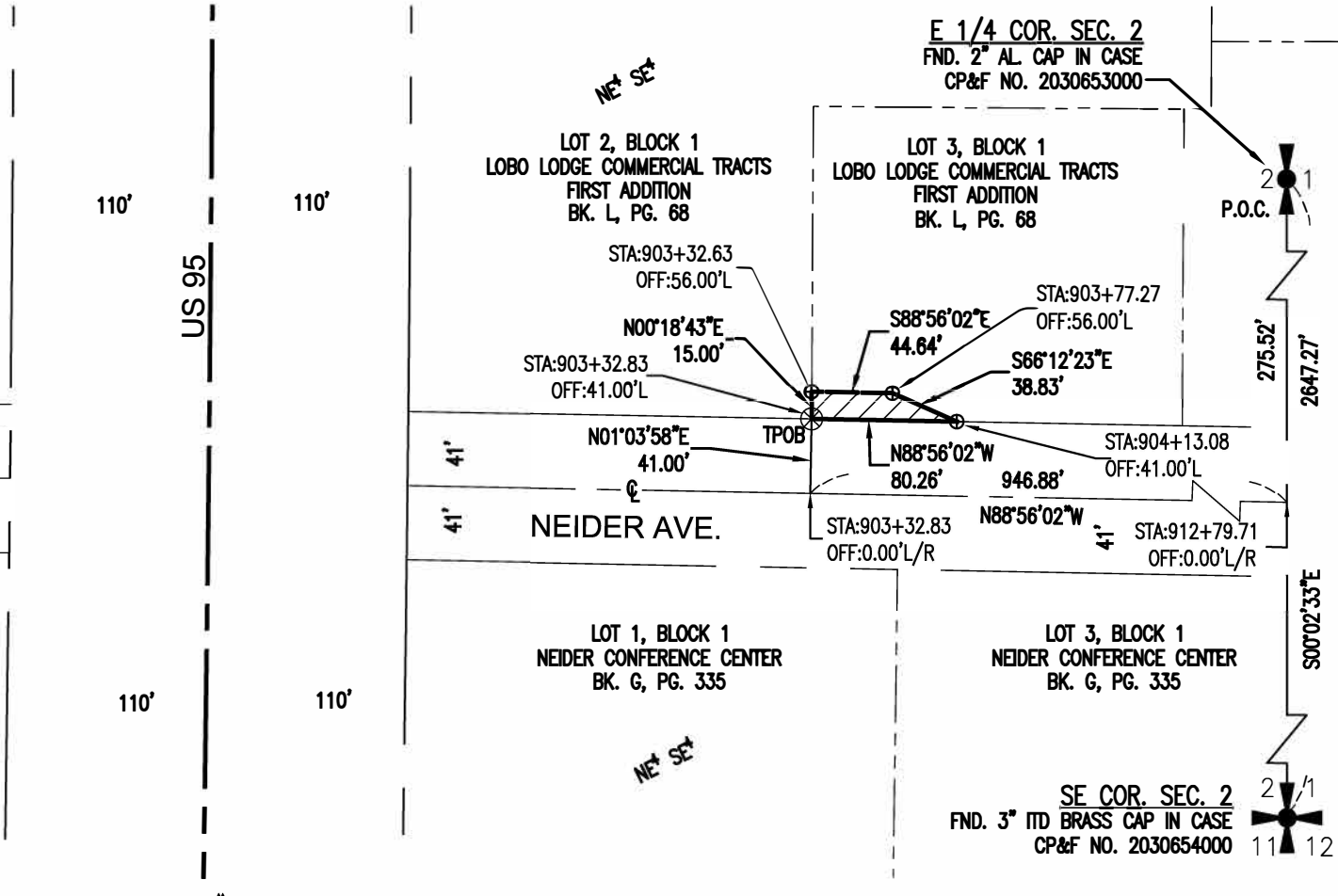
Thence North 00°18'43" East along the west line of said Lot 3 a distance of 15.00 feet at Project Station 903+32.63, 56.0 feet left; Thence leaving said west line South 88°56'02" East a distance of 44.64 feet at Project Station 903+77.27, 56.0 feet left; Thence South 66°12'23" East a distance of 38.83 feet to a point on the south line of said Lot 3 said line also being the north line of said Neider Ave. right of way 41 feet north of centerline at Project Station 904.13.08, 41.00 feet left; Thence North 88°56'02" West along said south line and said north right of way a distance of 80.26 to the **True Point of Beginning**.

The above-described portion of land containing 937 square feet (0.022 acres), more or less.

From Neider Ave. Project Station 903+32.63 to 904+13.08



**US 95 N. CORRIDOR ACCESS IMPROVEMENTS
PROJECT NO. A019(883)
PARCEL 2 RIGHT OF WAY ACQUISITION
NE 1/4 OF THE SE 1/4 SECTION 2, TOWNSHIP 50 N, RANGE 4 W, B.M.
KOOTENAI COUNTY, IDAHO
2018**



LEGEND

- TPOB TRUE POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- STA STATION
- CHD BRG CHORD BEARING
- CHD DIST CHORD DISTANCE
- ⊕ SET ITD RIGHT OF WAY MARKER
- ⊗ FOUND 5/8" REBAR WITH CAP
- × CALCULATED POSITION
- ACQUISITION AREA = 937 SF (0.022 AC)



SHEET 2 OF 2

US-95, N. CORRIDOR ACCESS IMPROVEMENTS
PARCEL NO. 2
DATE: MAY 2018

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EXHIBIT C
Parcel 3

Idaho Transportation Department May, 2018
US-95 N CORRIDOR ACCESS IMPROVEMENTS Fee Acquisition
Project No. A019(883) 3,933 Sq. Ft.
Parcel No. 3 0.090 Acres±
Parcel ID No. 50630 Sheet 1 of 2

LEGAL DESCRIPTION

A parcel of land being a portion of tracts 5 and 6 of Meyerdale according to the plat recorded in the office of the county recorder in Book B of plats at page 102 records of Kootenai County, Idaho located in the Northwest Quarter of the Northeast Quarter of Section 2, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, being more particularly described as follows:

Commencing at the Northeast corner of said Section 2 said corner being shown on CP&F instrument no. 2028568000 from which the North quarter corner of said Section 2 shown on CP&F instrument no. 1483548 bears North 88°14'47" West a distance of 2646.67 feet; Thence North 88°14'47" West along the north line of said Section 2 said line also being the centerline of Kathleen Ave. a distance of 1404.47 feet to a point on the west line of the US 95 right of way 110 feet west of centerline; Thence leaving said north line South 01°03'10" East along said west line a distance of 40.05 feet at Project Station 498+91.83, 40.00 feet right to the **True Point of Beginning:**

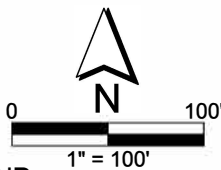
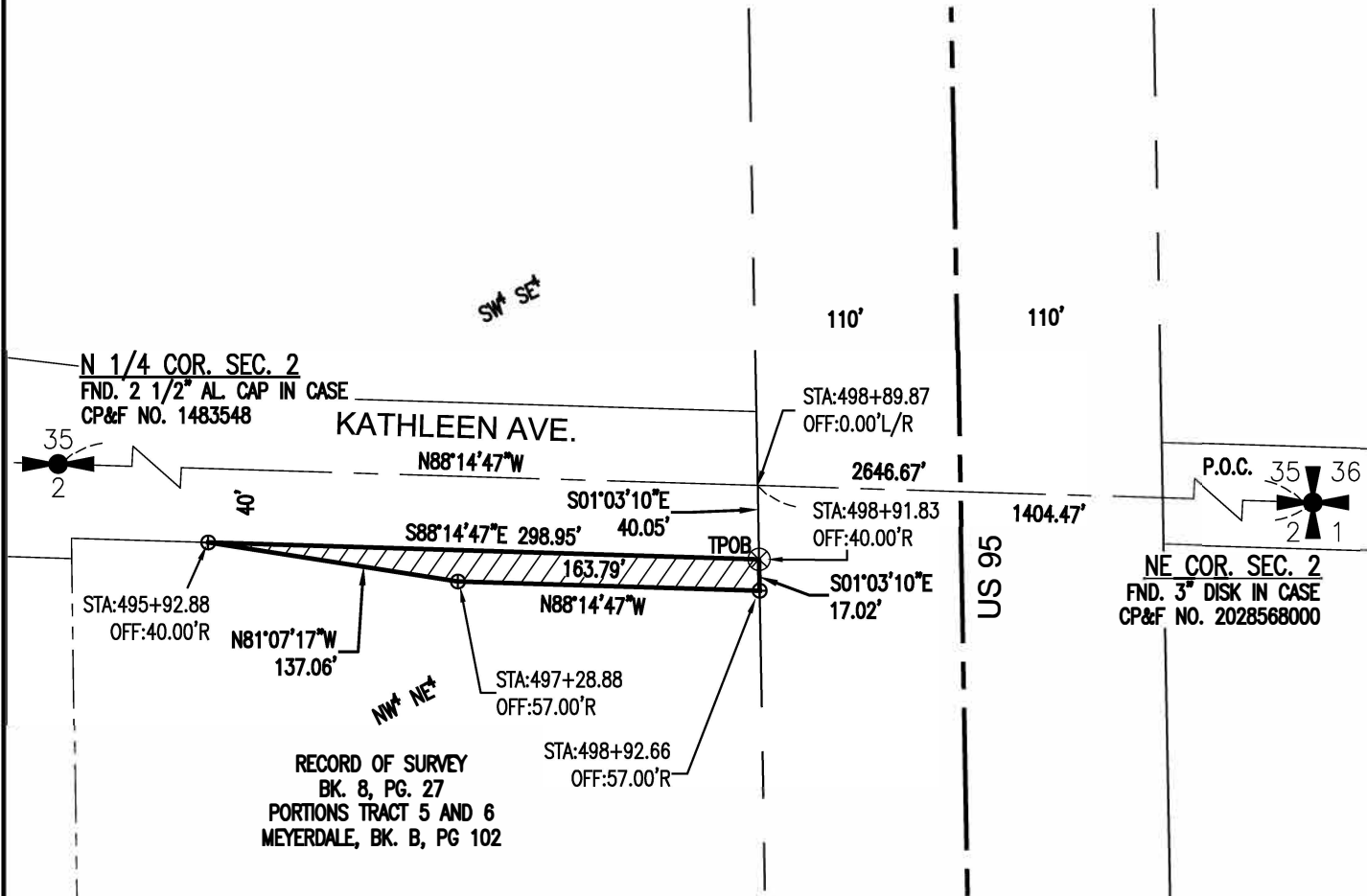
Thence continuing along said west line South 01°03'10" East a distance of 17.02 feet at Project Station 498+92.66, 57.0 feet right; Thence leaving said west line North 88°14'47" West a distance of 163.79 feet at Project Station 497+28.88, 57.0 feet right; Thence North 81°07'17" West a distance of 137.06 feet to a point on the south line of said Kathleen Ave. right of way 40 south of centerline at Project Station 495+92.88, 40.00 feet right; Thence South 88°14'47" East along said south line a distance of 298.95 feet to the **True Point of Beginning.**

The above-described portion of land containing 3,933 square feet (0.090 acres), more or less.

From Kathleen Ave. Project Station 495+92.88 to 498+92.66



**US 95 N. CORRIDOR ACCESS IMPROVEMENTS
PROJECT NO. A019(883)
PARCEL 3 RIGHT OF WAY ACQUISITION
NW 1/4 OF THE NE 1/4 SECTION 2, TOWNSHIP 50 N, RANGE 4 W, B.M.
KOOTENAI COUNTY, IDAHO
2018**



LEGEND

- TPOB TRUE POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- STA STATION
- CHD BRG CHORD BEARING
- CHD DIST CHORD DISTANCE
- ⊕ SET 1/4\"/>
- ⊗ FOUND 5/8\"/>
- ACQUISITION AREA = 3,933 SF (0.090 AC)



SHEET 2 OF 2

US-95, N. CORRIDOR ACCESS IMPROVEMENTS
PARCEL NO. 3
DATE: MAY 2018

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EXHIBIT D
Parcel 4

Idaho Transportation Department May, 2018
US-95 N CORRIDOR ACCESS IMPROVEMENTS Fee Acquisition
Project No. A019(883) 6,704 Sq. Ft.
Parcel No. 4 0.154 Acres±
Parcel ID No. 50631 Sheet 1 of 2

LEGAL DESCRIPTION

A parcel of land being a portion of Lot 1 Coeur First Addition, Kootenai County, State of Idaho according to the plat recorded in Book E of Plats, page 197 located in the Southeast Quarter of the Southeast Quarter of Section 35, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, being more particularly described as follows:

Commencing at the Southeast corner of said Section 35 said corner being shown on CP&F instrument no. 2028568000 from which the South quarter corner of said Section 35 shown on CP&F instrument no. 1483548 bears North 88°14'47" West a distance of 2646.67 feet; Thence North 88°14'47" West along the south line of said Section 35 said line also being the centerline of Kathleen Ave. A distance of 907.34 feet; Thence leaving said south line North 01°45'13" East a distance of 30.00 feet to a point on the south line of said Lot 1 said line also being the north line of the Kathleen Ave. right of way 30 feet north of centerline at Project Station 503+87.00, 30.00 feet left to the **True Point of Beginning**:

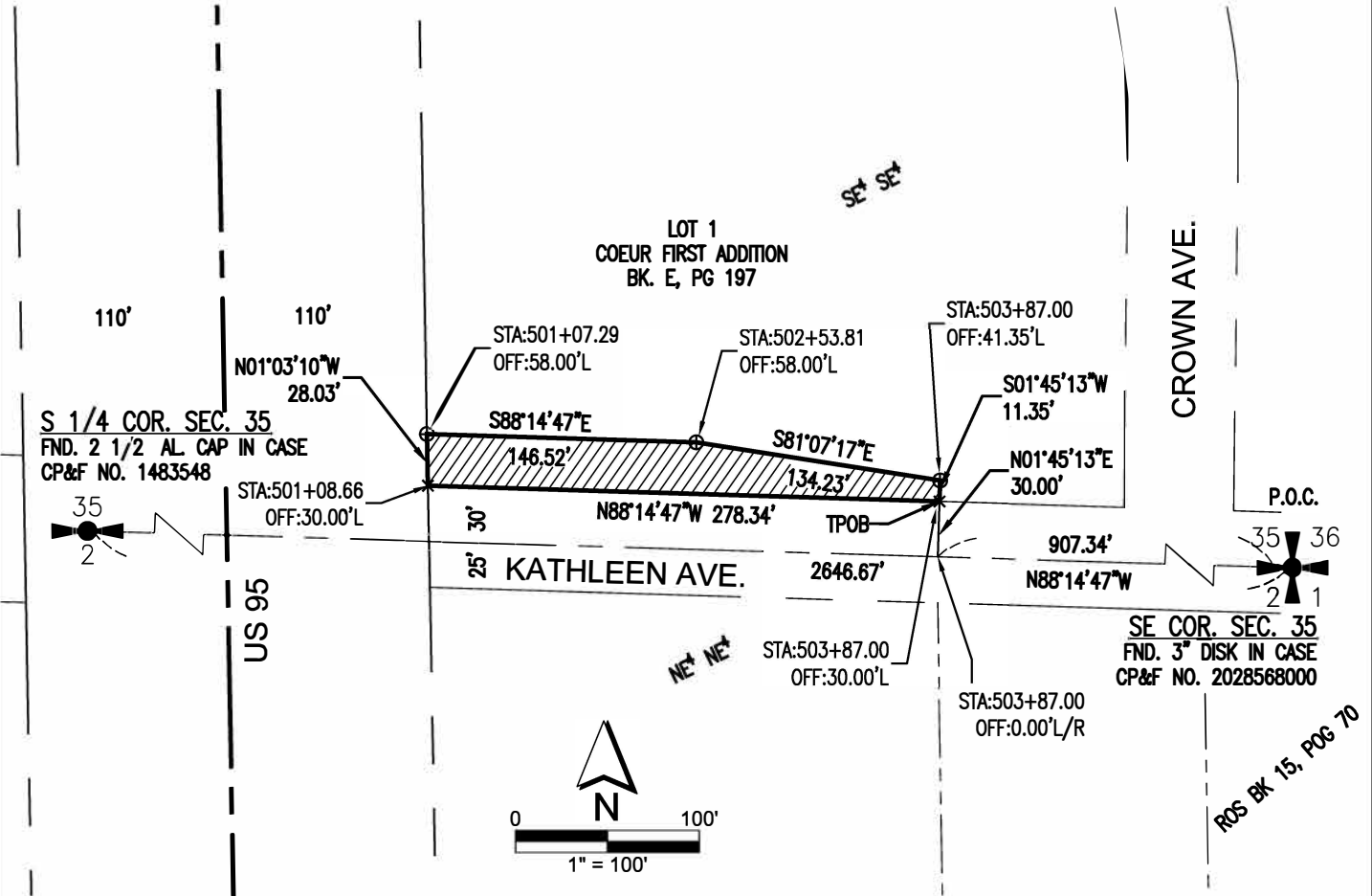
Thence North 88°14'47" West along said south line a distance of 278.34 feet to a point on the east line of the US 95 right of way 110 feet east of centerline at Project Station 501+08.66, 30.00 feet left; Thence leaving said south line North 01°03'10" West along said east line a distance of 28.03 feet at Project Station 501+07.29 58.0 feet left; Thence leaving said east line South 88°14'47" East a distance of 146.52 feet at Project Station 502+53.81, 58.00 feet left; Thence South 81°07'17" East a distance of 134.23 feet at Project Station 503+87.00, 41.35 feet left; Thence South 01°45'13" West a distance of 11.35 feet to the **True Point of Beginning**.

The above-described portion of land containing 6,704 square feet (0.154 acres), more or less.

From Kathleen Ave. Project Station 501+07.29 to 503+87.00

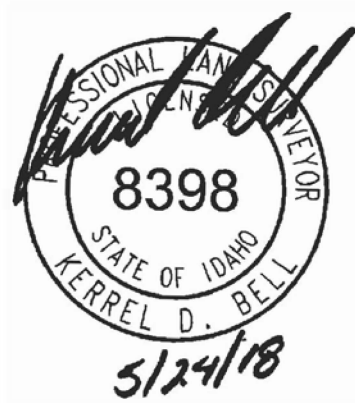


**US 95 N. CORRIDOR ACCESS IMPROVEMENTS
PROJECT NO. A019(883)
PARCEL 4 RIGHT OF WAY ACQUISITION
SE 1/4 OF THE SE 1/4 SECTION 35, TOWNSHIP 51 N, RANGE 4 W, B.M.
KOOTENAI COUNTY, IDAHO
2018**



LEGEND

- TPOB TRUE POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- STA STATION
- CHD BRG CHORD BEARING
- CHD DIST CHORD DISTANCE
- ⊕ SET ITD RIGHT OF WAY MARKER
- ⊗ FOUND 5/8" REBAR WITH CAP
- × CALCULATED POSITION
- ACQUISITION AREA = 6,704 SF (0.154 AC)



SHEET 2 OF 2

US-95, N. CORRIDOR ACCESS IMPROVEMENTS

PARCEL NO. 4

DATE: MAY 2018

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EXHIBIT E
Parcel 5

Idaho Transportation Department May, 2018
 US-95 N CORRIDOR ACCESS IMPROVEMENTS Fee Acquisition
 Project No. A019(883) 1,163 Sq. Ft.
 Parcel No. 5 0.027 Acres±
 Parcel ID No. 50632 Sheet 1 of 2

LEGAL DESCRIPTION

A parcel of land being a portion of Lot 21, First Addition to Meyerdale, according to the plat recorded in the office of the county recorder in Book C of Plats, page 3 located in the Southeast Quarter of the Northeast Quarter of Section 35, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, being more particularly described as follows:

Commencing at the East Quarter corner of said Section 35 said corner shown on CP&F instrument no. 2445198000 from which the Center quarter corner of said Section 35 shown on CP&F instrument no. 2302409000 bears North 88°50'40" West a distance of 2650.23 feet; thence North 88°50'40" West along the south line of said Northeast Quarter Section 35 a distance of 1254.30 feet to a point on the east line of the US 95 right of way 110 feet east of centerline; Thence leaving said south line North 01°03'10" West along said east line a distance of 25.50 feet to a point on the south line of said Lot 21 said line also being the north line of the Dalton Ave. right of way 25 feet north of centerline at Project Station 601+08.74, 25.00 feet left to the **True Point of Beginning**:

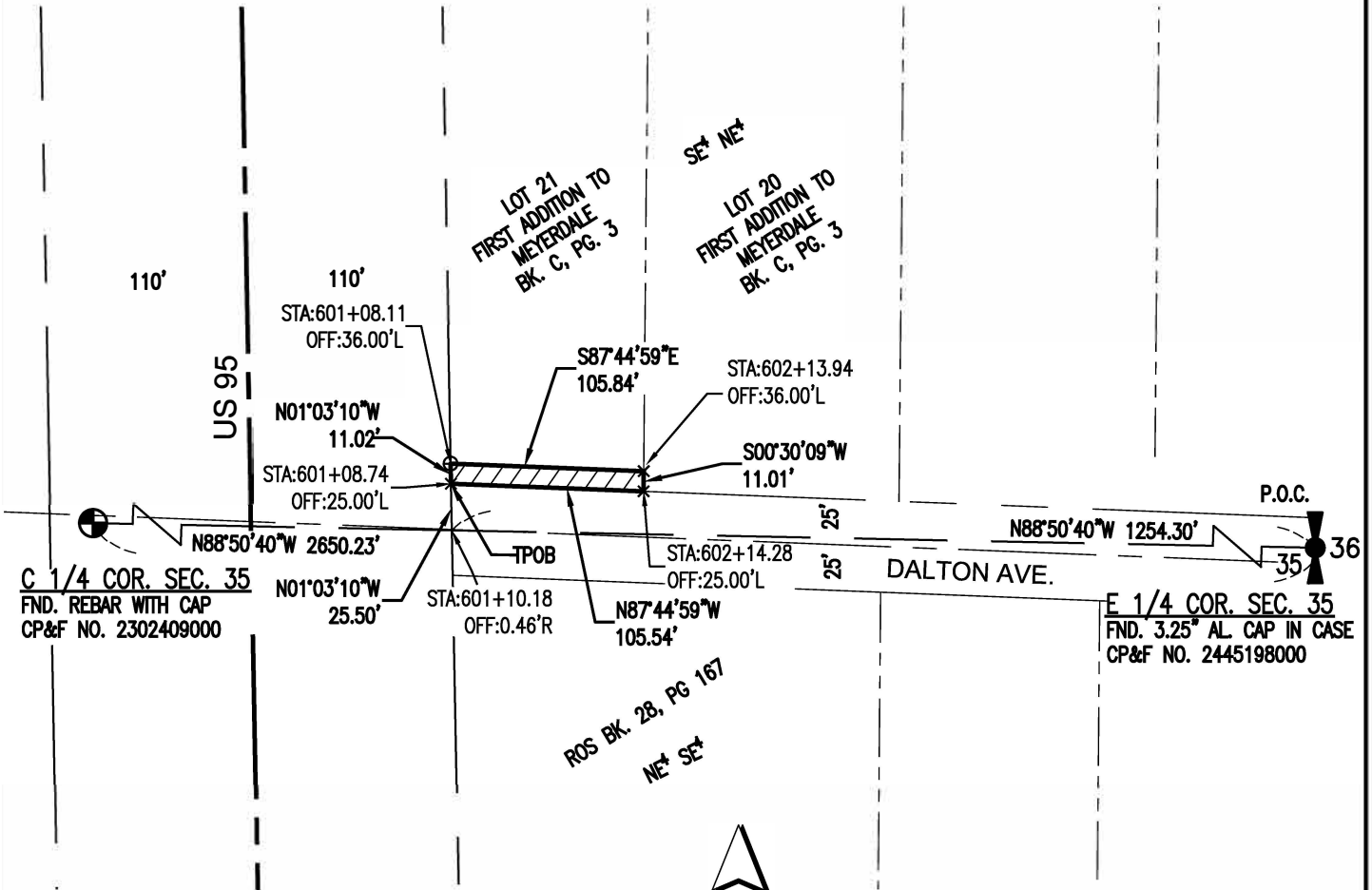
Thence continuing along said east line North 01°03'10" West a distance of 11.02 feet at Project Station 601+08.11, 36.00 feet left; Thence leaving said east line South 87°44'59" East a distance of 105.84 feet to a point on the east line of said Lot 21 at Project Station 602+13.94, 36.00 feet left; Thence South 00°30'09" West along said east line a distance of 11.01 feet to a point on said north line of the Dalton Ave. right of way at Project Station 602+14.28, 25.00 feet left; Thence North 87°44'59" West along said north line a distance of 105.54 feet to the **True Point of Beginning**.

The above-described portion of land containing 1,163 square feet (0.027 acres), more or less.

From Dalton Ave. Project Station 601+08.11 to 602+14.28



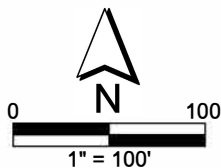
**US 95 N. CORRIDOR ACCESS IMPROVEMENTS
PROJECT NO. A019(883)
PARCEL 5 RIGHT OF WAY ACQUISITION
SE 1/4 OF THE NE 1/4 SECTION 35, TOWNSHIP 51 N, RANGE 4 W, B.M.
KOOTENAI COUNTY, IDAHO
2018**



LEGEND

- TPOB TRUE POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- STA STATION
- CHD BRG CHORD BEARING
- CHD DIST CHORD DISTANCE
- ⊕ SET ITD RIGHT OF WAY MARKER
- ⊗ FOUND 5/8" REBAR WITH CAP
- x CALCULATED POSITION

- ACQUISITION AREA = 1,163 SF (0.027 AC)



SHEET 2 OF 2

US-95, N. CORRIDOR ACCESS IMPROVEMENTS

PARCEL NO. 5

DATE: MAY 2018

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EXHIBIT F
Parcel 6

Idaho Transportation Department May, 2018
US-95 N CORRIDOR ACCESS IMPROVEMENTS Fee Acquisition
Project No. A019(883) 573 Sq. Ft.
Parcel No. 6 0.013 Acres±
Parcel ID No. 50633 Sheet 1 of 2

LEGAL DESCRIPTION

A parcel of land being a portion of Lot 20, First Addition to Meyerdale, according to the plat recorded in the office of the county recorder in Book C of Plats, page 3 located in the Southeast Quarter of the Northeast Quarter of Section 35, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, being more particularly described as follows:

Commencing at the East Quarter corner of said Section 35 said corner shown on CP&F instrument no. 2445198000 from which the Center quarter corner of said Section 35 shown on CP&F instrument no. 2302409000 bears North 88°50'40" West a distance of 2650.23 feet; Thence North 88°50'40" West along the south line of said Northeast Quarter Section 35 a distance of 1254.30 feet to a point on the east line of the US 95 right of way 110 feet east of centerline; Thence leaving said south line North 01°03'10" West along said east line a distance of 25.50 feet to a point on the south line of Lot 21 said First Addition to Meyerdale said line also being the north line of the Dalton Ave. right of way 25 feet north of centerline; Thence leaving said east line South 87°44'59" East along said south line a distance of 105.54 feet to the Southwest corner of said Lot 20 at Project Station 602+14.28, 25.00 feet left to the **True Point of Beginning**:

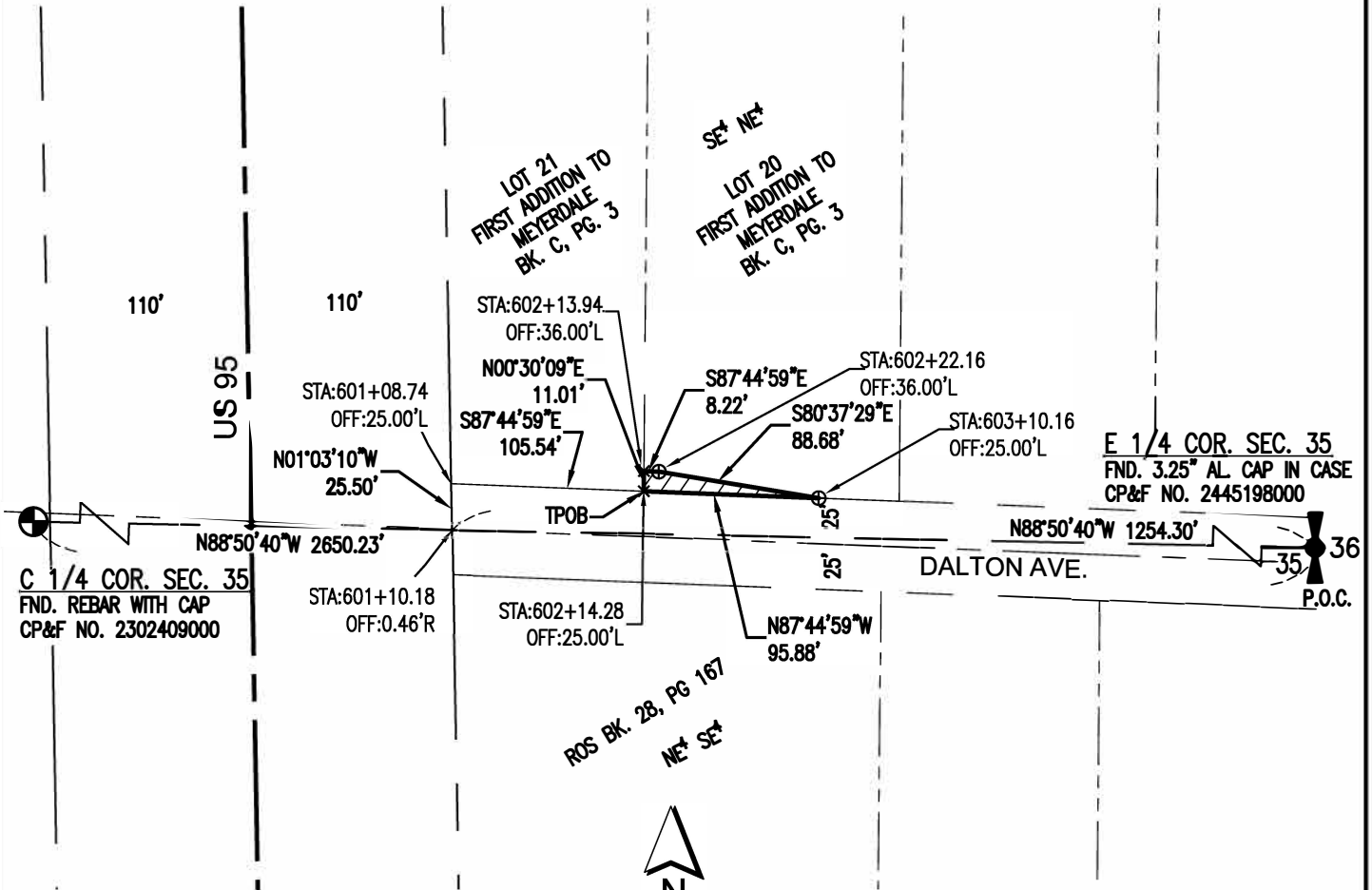
Thence leaving said south line North 00°30'09" East along the west line of said Lot 20 a distance of 11.01 feet at Project Station 602+13.94, 36.00 feet left; Thence leaving said west line South 87°44'59" East a distance of 8.22 feet at Project Station 602+22.16, 36.00 feet left; Thence South 80°37'29" East a distance of 88.68 feet to a point on said south line of Lot 20 at Project Station 603+10.16, 25.00 feet left; Thence North 87°44'59" West along said south line a distance of 95.88 feet to the **True Point of Beginning**.

The above-described portion of land containing 573 square feet (0.013 acres), more or less.

From Dalton Ave. Project Station 602+13.94 to 603+10.16



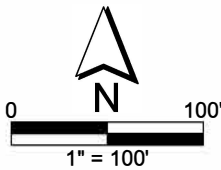
**US 95 N. CORRIDOR ACCESS IMPROVEMENTS
PROJECT NO. A019(883)
PARCEL 6 RIGHT OF WAY ACQUISITION
SE 1/4 OF THE NE 1/4 SECTION 35, TOWNSHIP 51 N, RANGE 4 W, B.M.
KOOTENAI COUNTY, IDAHO
2018**



C 1/4 COR. SEC. 35
FND. REBAR WITH CAP
CP&F NO. 2302409000

E 1/4 COR. SEC. 35
FND. 3.25\" AL. CAP IN CASE
CP&F NO. 2445198000

ROS BK. 28, PG 167
ME SE 1/4



LEGEND

- TPOB TRUE POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- STA STATION
- CHD BRG CHORD BEARING
- CHD DIST CHORD DISTANCE
- ⊕ SET 1TD RIGHT OF WAY MARKER
- ⊗ FOUND 5/8\" REBAR WITH CAP
- x CALCULATED POSITION
- ACQUISITION AREA = 573 SF (0.013 AC)



SHEET 2 OF 2

US-95, N. CORRIDOR ACCESS IMPROVEMENTS
PARCEL NO. 6
DATE: MAY 2018

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EXHIBIT G
Parcel 10

Idaho Transportation Department May, 2018
US-95 N CORRIDOR ACCESS IMPROVEMENTS Fee Acquisition
Project No. A019(883) 2,075 Sq. Ft.
Parcel No. 10 0.047 Acres±
Parcel ID No. 50652 Sheet 1 of 2

LEGAL DESCRIPTION

A parcel of land being a portion of Lot 8, Block 1, Silver Lake Mall, according to the plat thereof filed in Book F of Plats, page 294 records of Kootenai County, Idaho, located in the Southwest Quarter of the Southeast Quarter and Southeast Quarter of the Southeast Quarter of Section 26, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, being more particularly described as follows:

Commencing at the Southeast corner of said Section 26 said corner shown on CP&F instrument no. 2445197000 from which the South Quarter corner of said Section 26 shown on CP&F instrument no. 2313279000 bears North 88°49'36" West a distance of 2661.80 feet; Thence North 88°49'36" West along the south line of said Section 26 said line also being the centerline of Hanley Ave. A distance of 1183.34 feet; Thence leaving said south line North 01°10'24" East a distance of 41.00 feet to the Southeast corner of said Lot 8 said point also being on the north line of said Hanley Ave. right of way 41 feet north of centerline at Project Station 702+59.04, 41.00 feet left to the **True Point of Beginning**:

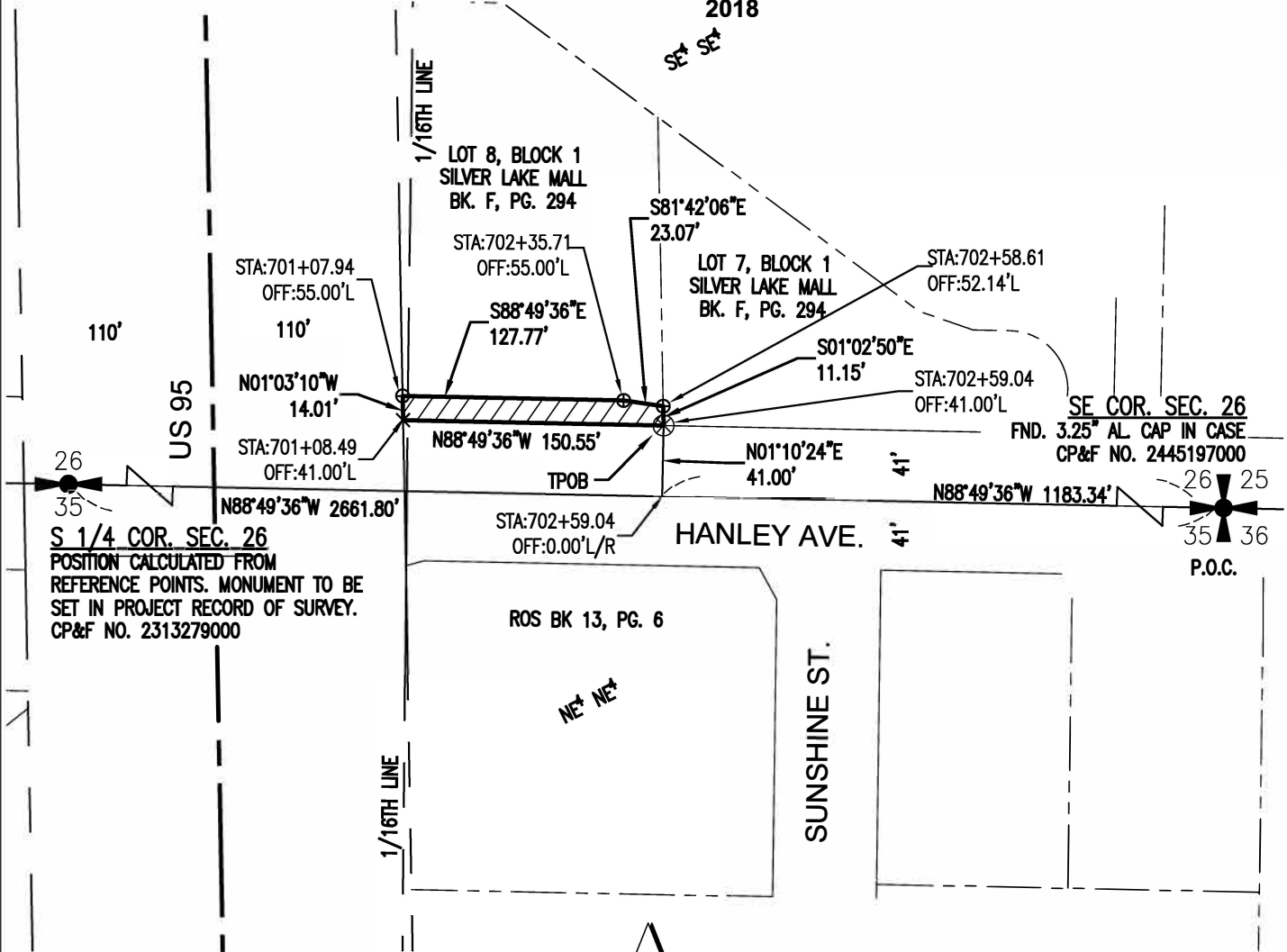
Thence North 88°49'36" West along the south line of said Lot 8 and said north line Hanley Ave. right of way a distance of 150.55 feet to the Southwest corner of said Lot 8 said point also being on the east line of the US 95 right of way 110 feet east of centerline at Project Station 701+08.49, 41.00 feet left; Thence leaving said south line North 01°03'10" West along said west line of Lot 8 and said east line of the US 95 right of way a distance of 14.01 feet at Project Station 701+07.94, 55.00 feet left; Thence leaving said east line South 88°49'36" East a distance of 127.77 feet at Project Station 702+35.71, 55.00 feet left; Thence South 81°42'06" East a distance of 23.07 feet to a point on the east line of said Lot 8 at Project Station 702+58.61, 52.14 feet left; thence South 01°02'50" East along said east line a distance of 11.15 feet to the **True Point of Beginning**.

The above-described portion of land containing 2,075 square feet (0.047 acres), more or less.

From Hanley Ave. Project Station 701+07.94 to 702+59.04

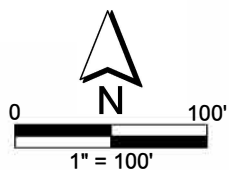


**US 95 N. CORRIDOR ACCESS IMPROVEMENTS
PROJECT NO. A019(883)
PARCEL 10 RIGHT OF WAY ACQUISITION
SW OF THE SE 1/4, SE 1/4 OF THE SE 1/4 SECTION 26, TOWNSHIP 51 N, RANGE 4 W,
B.M.
KOOTENAI COUNTY, IDAHO
2018**



S 1/4 COR. SEC. 26
POSITION CALCULATED FROM
REFERENCE POINTS. MONUMENT TO BE
SET IN PROJECT RECORD OF SURVEY.
CP&F NO. 2313279000

SE COR. SEC. 26
FND. 3.25" AL CAP IN CASE
CP&F NO. 2445197000



LEGEND

- TPOB TRUE POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- STA STATION
- CHD BRG CHORD BEARING
- CHD DIST CHORD DISTANCE
- ⊕ SET 1/4" RIGHT OF WAY MARKER
- ⊗ FOUND 5/8" REBAR WITH CAP
- × CALCULATED POSITION
- ACQUISITION AREA = 2,075 SF (0.047 AC)



SHEET 2 OF 2

US-95, N. CORRIDOR ACCESS IMPROVEMENTS
PARCEL NO. 10
DATE: MAY 2018

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EXHIBIT H
Parcel 11

Idaho Transportation Department May, 2018
US-95 N CORRIDOR ACCESS IMPROVEMENTS Fee Acquisition
Project No. A019(883) 494 Sq. Ft.
Parcel No. 11 0.011 Acres±
Parcel ID No. 50653 Sheet 1 of 2

LEGAL DESCRIPTION

A parcel of land being a portion of Lot 7, Block 1, Silver Lake Mall, according to the plat thereof filed in Book F of Plats, page 294 records of Kootenai County, Idaho, located in the Southeast Quarter of the Southeast Quarter of Section 26, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, being more particularly described as follows:

Commencing at the Southeast corner of said Section 26 said corner shown on CP&F instrument no. 2445197000 from which the South Quarter corner of said Section 26 shown on CP&F instrument no. 2313279000 bears North 88°49'36" West a distance of 2661.80 feet; Thence North 88°49'36" West along the south line of said Section 26 said line also being the centerline of Hanley Ave. A distance of 1183.34 feet; Thence leaving said south line North 01°10'24" East a distance of 41.00 feet to the Southwest corner of said Lot 7 said point also being on the north line of said Hanley Ave. right of way 41 feet north of centerline at Project Station 702+59.04, 41.00 feet left to the **True Point of Beginning**:

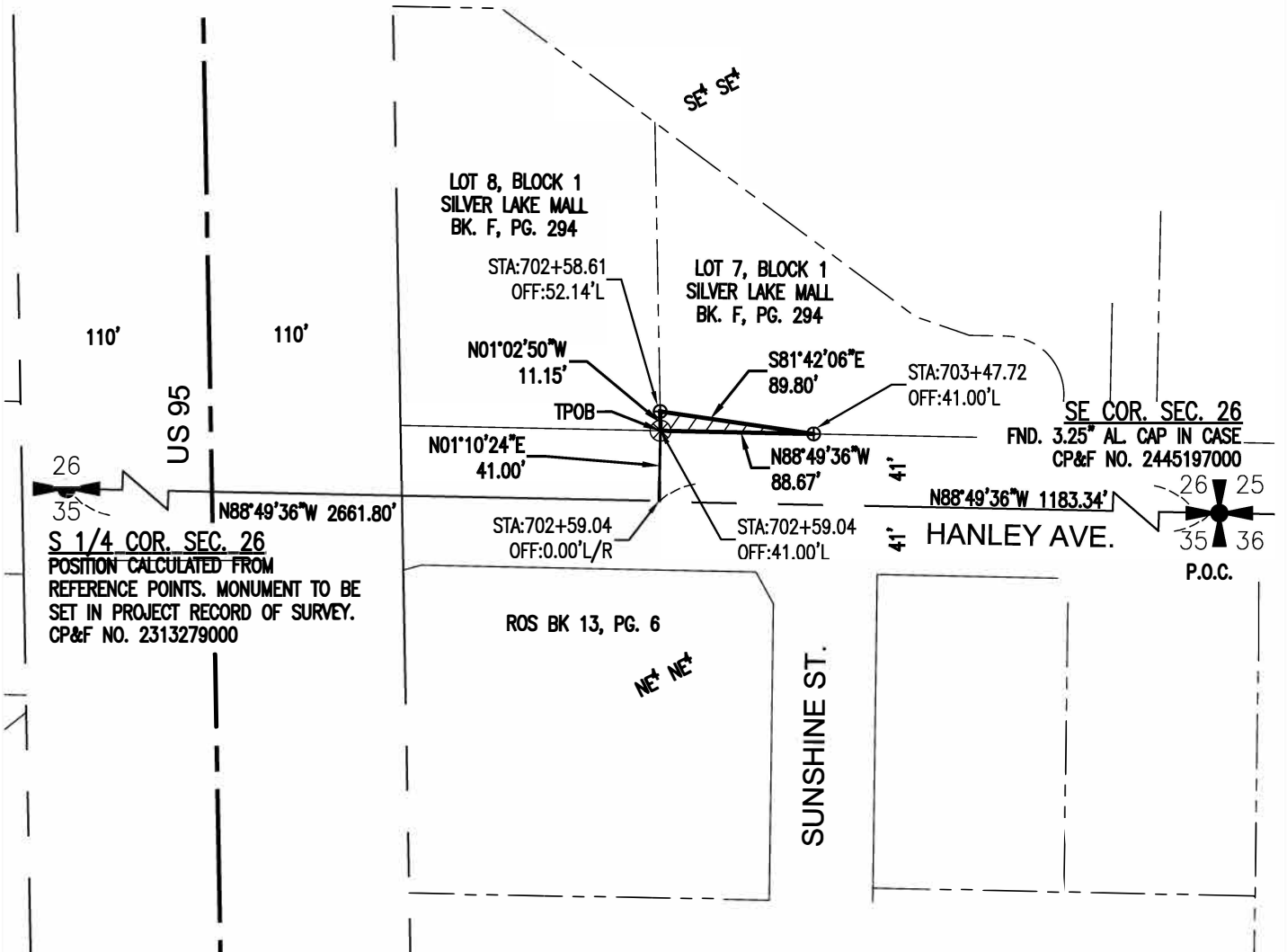
Thence North 01°02'50" West along the west line of said Lot 7 a distance of 11.15 feet at Station 702+58.61, 52.14 feet left; Thence leaving said west line South 81°42'06" East a distance of 89.80 feet to a point on the south line of said Lot 7 and said north line of Hanley Ave right of way at Project Station 703+47.72, 41.00 feet left; Thence North 88°49'36" West along said south line and said north line of Hanley Ave right of way a distance of 88.67 feet to the **True Point of Beginning**.

The above-described portion of land containing 494 square feet (0.011 acres), more or less.

From Hanley Ave. Project Station 702+58.61 to 703+47.72

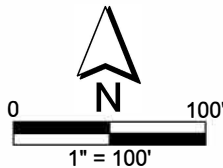


**US 95 N. CORRIDOR ACCESS IMPROVEMENTS
PROJECT NO. A019(883)
PARCEL 11 RIGHT OF WAY ACQUISITION
SE 1/4 OF THE SE 1/4 SECTION 26, TOWNSHIP 51 N, RANGE 4 W, B.M.
KOOTENAI COUNTY, IDAHO
2018**



LEGEND

- TPOB TRUE POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- STA STATION
- CHD BRG CHORD BEARING
- CHD DIST CHORD DISTANCE
- ⊕ SET ITD RIGHT OF WAY MARKER
- ⊗ FOUND 5/8" REBAR WITH CAP
- × CALCULATED POSITION
- ACQUISITION AREA = 494 SF (0.011 AC)



SHEET 2 OF 2

US-95, N. CORRIDOR ACCESS IMPROVEMENTS

PARCEL NO. 11

DATE: MAY 2018

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EXHIBIT I
Parcel 12

Idaho Transportation Department May 2018
US-95 N CORRIDOR ACCESS IMPROVEMENTS Fee Acquisition
Project No. A019(883) 883 Sq. Ft.
Parcel No. 12 0.020 Acres±
Parcel ID No. 50654 Sheet 1 of 2

LEGAL DESCRIPTION

A parcel of land being a portion of Lot 1, Block 1, Glacier Wilbur 400 1st Addition, according to the plat thereof filed in Book J of Plats, page(s) 33 and 33A records of Kootenai County, Idaho, located in the Northwest Quarter of the Southeast Quarter of Section 26, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, being more particularly described as follows:

Commencing at the East Quarter corner of said Section 26 said corner shown on CP&F instrument no. 2589950000 from which the Center Quarter corner of said Section 26 shown on CP&F instrument no. 2462396000 bears North 88°49'19" West a distance of 2658.33 feet; Thence North 88°49'19" West along the north line of said Southeast one quarter of Section 26 said line also being the centerline of Wilbur Ave. a distance of 1769.32 feet; Thence leaving said north line South 01°10'41" West a distance of 37.00 feet to the Northeast corner of said Lot 1 said point also being on the south line of said Wilbur Ave. right of way 37 feet south of centerline at Project Station 297+35.63, 37.00 feet right to the **True Point of Beginning:**

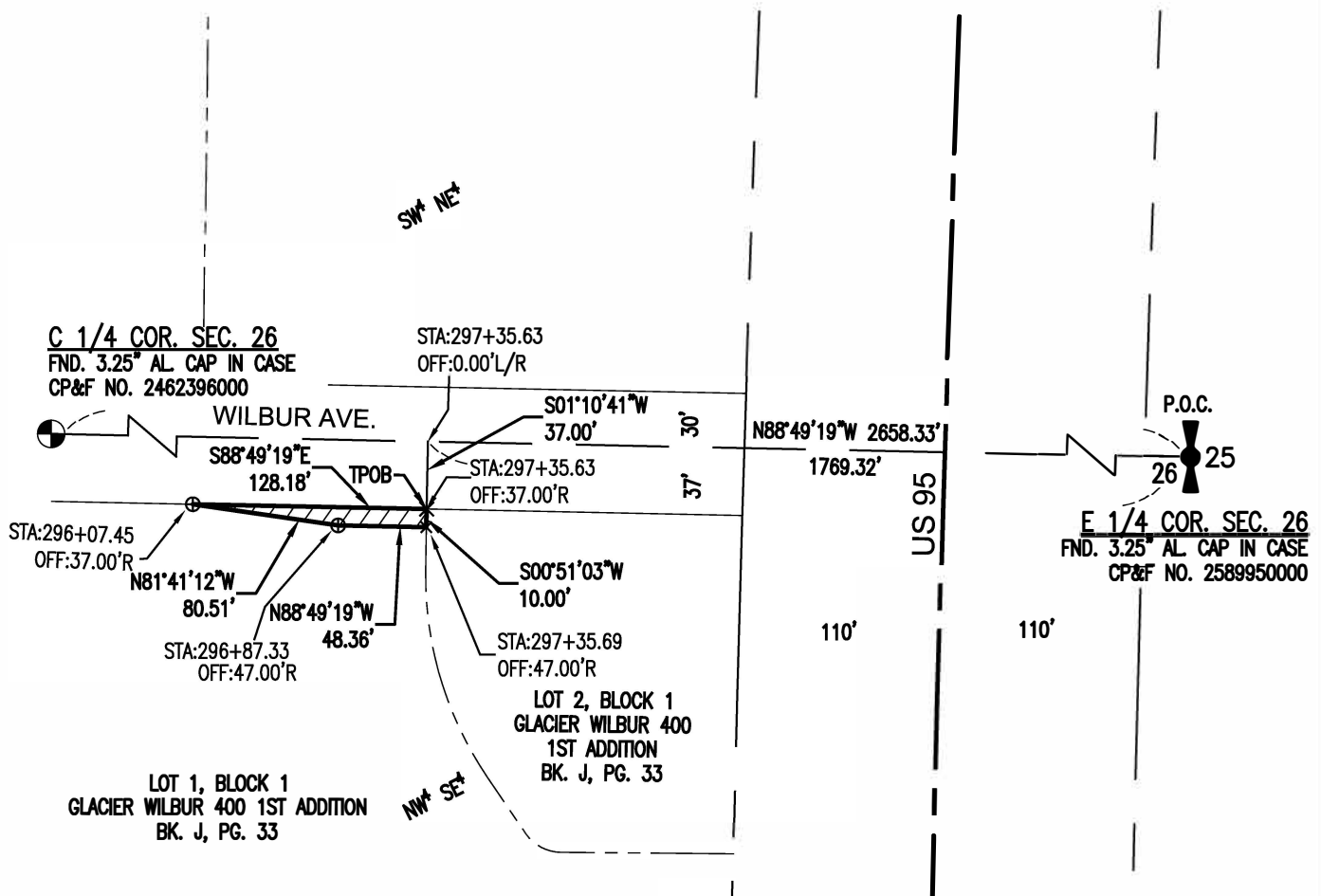
Thence South 00°51'03" West along the east line of said Lot 1 a distance of 10.00 feet at Project Station 297+35.69, 47.00 feet right; Thence leaving said east line North 88°49'19" West a distance of 48.36 feet at Project Station 296+87.33, 47.00 feet right; Thence North 81°41'12" West a distance of 80.51 feet to a point on the north line of said Lot 1 and said south line of Wilbur Ave right of way at Project Station 296+07.45, 37.00 feet right; Thence South 88°49'19" East along said north line and said south line of Wilbur Ave right of way a distance of 128.18 feet to the **True Point of Beginning.**

The above-described portion of land containing 883 square feet (0.020 acres), more or less.

From Wilbur Ave. Project Station 296+07.45 to 297+35.69

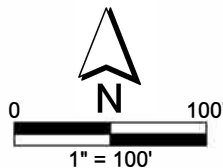


**US 95 N. CORRIDOR ACCESS IMPROVEMENTS
PROJECT NO. A019(883)
PARCEL 12 RIGHT OF WAY ACQUISITION
NW 1/4 OF THE SE 1/4 SECTION 26, TOWNSHIP 51 N, RANGE 4 W, B.M.
KOOTENAI COUNTY, IDAHO
2018**



LEGEND

- TPOB TRUE POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- STA STATION
- CHD BRG CHORD BEARING
- CHD DIST CHORD DISTANCE
- ⊕ SET ITD RIGHT OF WAY MARKER
- ⊗ FOUND 5/8" REBAR WITH CAP
- x CALCULATED POSITION
- ACQUISITION AREA = 883 SF (0.020 AC)



SHEET 2 OF 2

US-95, N. CORRIDOR ACCESS IMPROVEMENTS

PARCEL NO. 12

DATE: MAY 2018

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EXHIBIT J
Parcel 13

Idaho Transportation Department May 2018
US-95 N CORRIDOR ACCESS IMPROVEMENTS Fee Acquisition
Project No. A019(883) 1,731 Sq. Ft.
Parcel No. 13 0.040 Acres±
Parcel ID No. 50655 Sheet 1 of 2

LEGAL DESCRIPTION

A parcel of land being a portion of Lot 2, Block 1, Glacier Wilbur 400 1st Addition, according to the plat thereof filed in Book J of Plats, page(s) 33 and 33A records of Kootenai County, Idaho, located in the Northwest Quarter of the Southeast Quarter of Section 26, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, being more particularly described as follows:

Commencing at the East Quarter corner of said Section 26 said corner shown on CP&F instrument no. 2589950000 from which the Center Quarter of said Section 26 shown on CP&F instrument no. 2462396000 bears North 88°49'19" West a distance of 2658.33 feet; Thence North 88°49'19" West along the north line of said Southeast one quarter of Section 26 said line also being the centerline of Wilbur Ave. a distance of 1769.32 feet; Thence leaving said north line South 01°10'41" West a distance of 37.00 feet to the Northwest corner of said Lot 2 said point also being on the south line of said Wilbur Ave. right of way 37 feet south of centerline at Project Station 297+35.63, 37.00 right to the **True Point of Beginning**:

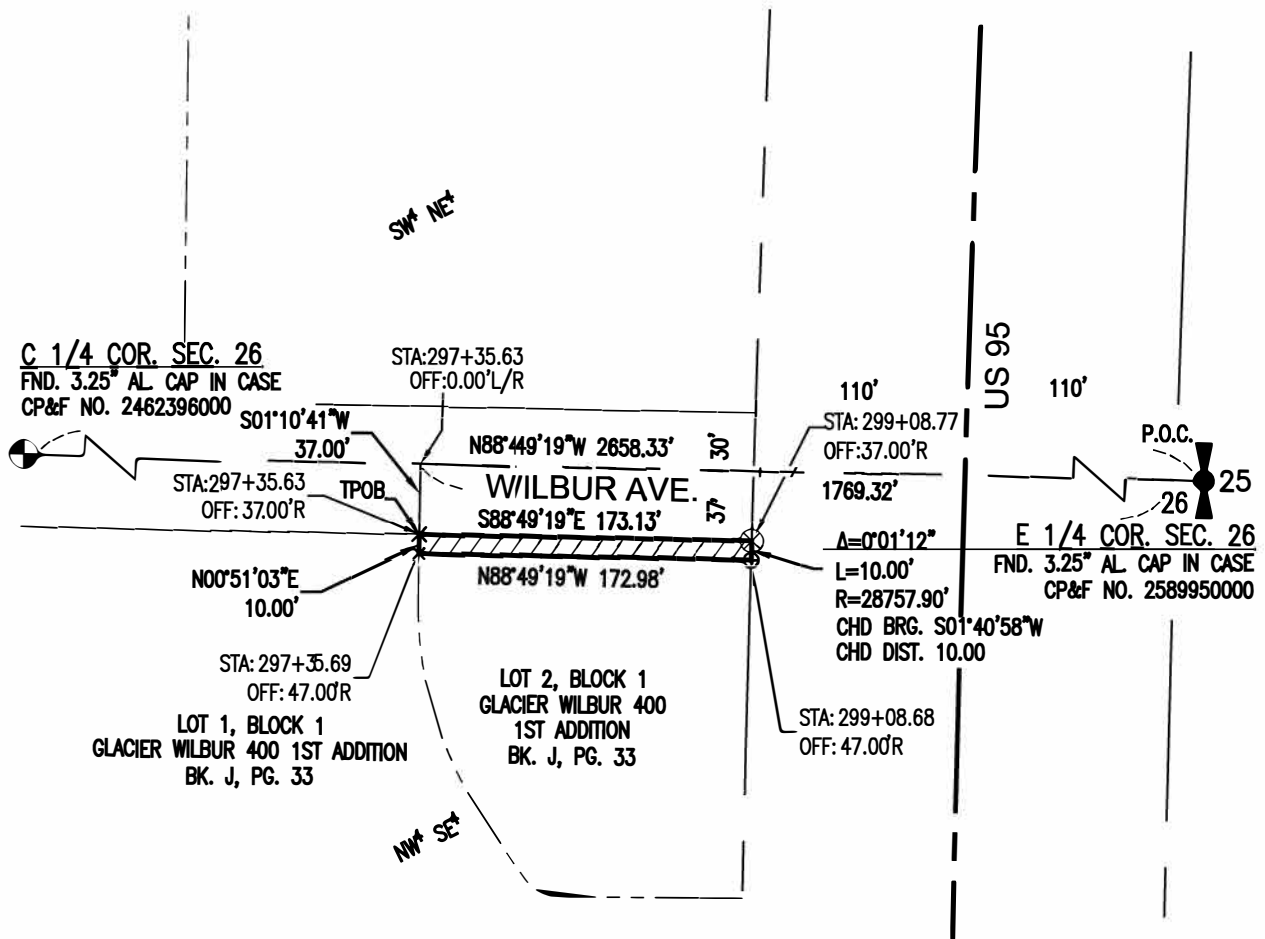
Thence South 88°49'19" East along the north line of said Lot 2 and said south line of Wilbur Ave. right of way a distance of 173.13 feet to a point on the east line of said Lot 2 said line also being the west line of the US 95 right of way 110 feet west of centerline at Project Station 299+08.77, 37.00 feet right; Thence leaving said north line South along the east line said Lot 2 and said west line of the US 95 right of way along a 28757.90 foot radius curve to the left with a chord bearing and distance of South 01°40'58" West 10.00 feet through a central angle of 00°01'12" for an arc distance of 10.00 feet at Project Station 299+08.68, 47.00 feet right; Thence leaving said east line North 88°49'19" West a distance of 172.98 feet to a point on the west line of said Lot 2 at Project Station 297+35.69, 47.00 feet right; Thence North 00°51'03" East along said west line a distance of 10.00 feet to the **True Point of Beginning**.

The above-described portion of land containing 1,731 square feet (0.040 acres), more or less.

From W. Wilbur Ave Project Station 297+35.63 to 299+08.77



**US 95 N. CORRIDOR ACCESS IMPROVEMENTS
PROJECT NO. A019(883)
PARCEL 13 RIGHT OF WAY ACQUISITION
NW 1/4 OF THE SE 1/4 SECTION 26, TOWNSHIP 51 N, RANGE 4 W, B.M.
KOOTENAI COUNTY, IDAHO
2018**



LEGEND

- TPOB TRUE POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- STA STATION
- CHD BRG CHORD BEARING
- CHD DIST CHORD DISTANCE
- ⊕ SET 1/4" RIGHT OF WAY MARKER
- ⊗ FOUND 5/8" REBAR WITH CAP
- × CALCULATED POSITION
- ACQUISITION AREA = 1,731 SF (0.040 AC)



SHEET 2 OF 2

US-95, N. CORRIDOR ACCESS IMPROVEMENTS

PARCEL NO. 13

DATE: MAY 2018

Parametrix

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EXHIBIT K
Parcel 15

Idaho Transportation Department May, 2018
 US-95 N CORRIDOR ACCESS IMPROVEMENTS Fee Acquisition
 Project No. A019(883) 1,553 Sq. Ft.
 Parcel No. 15 0.036 Acres±
 Parcel ID No. 50657 Sheet 1 of 2

LEGAL DESCRIPTION

A parcel of land being a portion of Lot 1, Block 1, Holiday Commercial Plaza, according to the plat thereof filed in Book G of Plats, page 278 records of Kootenai County, Idaho, in the City of Coeur d'Alene and also a portion of Lot Parcel 3 as shown on the Record of Survey for Boundary Line Adjustment filed in Book 24, page 422 said records of Kootenai County, Idaho located in the Northwest Quarter of the Northeast Quarter of Section 26, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, being more particularly described as follows:

Commencing at the East Quarter corner of Section 26 said corner shown on CP&F instrument no. 2589950000; thence North 01°04'19" East along the east line of said Section 26 a distance of 2675.70 feet to the Northeast corner of said Section 26 said corner shown on CP&F instrument no. 2090562000; Thence North 89°24'01" West along the north line of said Northeast one quarter of Section 26 said line also being the centerline of Prairie Ave. a distance of 1446.73 feet to a point on the west line of the US 95 right of way 110 feet west of centerline; Thence leaving said north line South 05°50'50" West along said right of way a distance of 41.17 feet to the Northeast corner of said Lot 1 and said Parcel 3 said point also being on the south line of said Prairie Ave. right of way 41 feet south of centerline at Project Station 1098+85.77, 41.00 feet right to the **True Point of Beginning**:

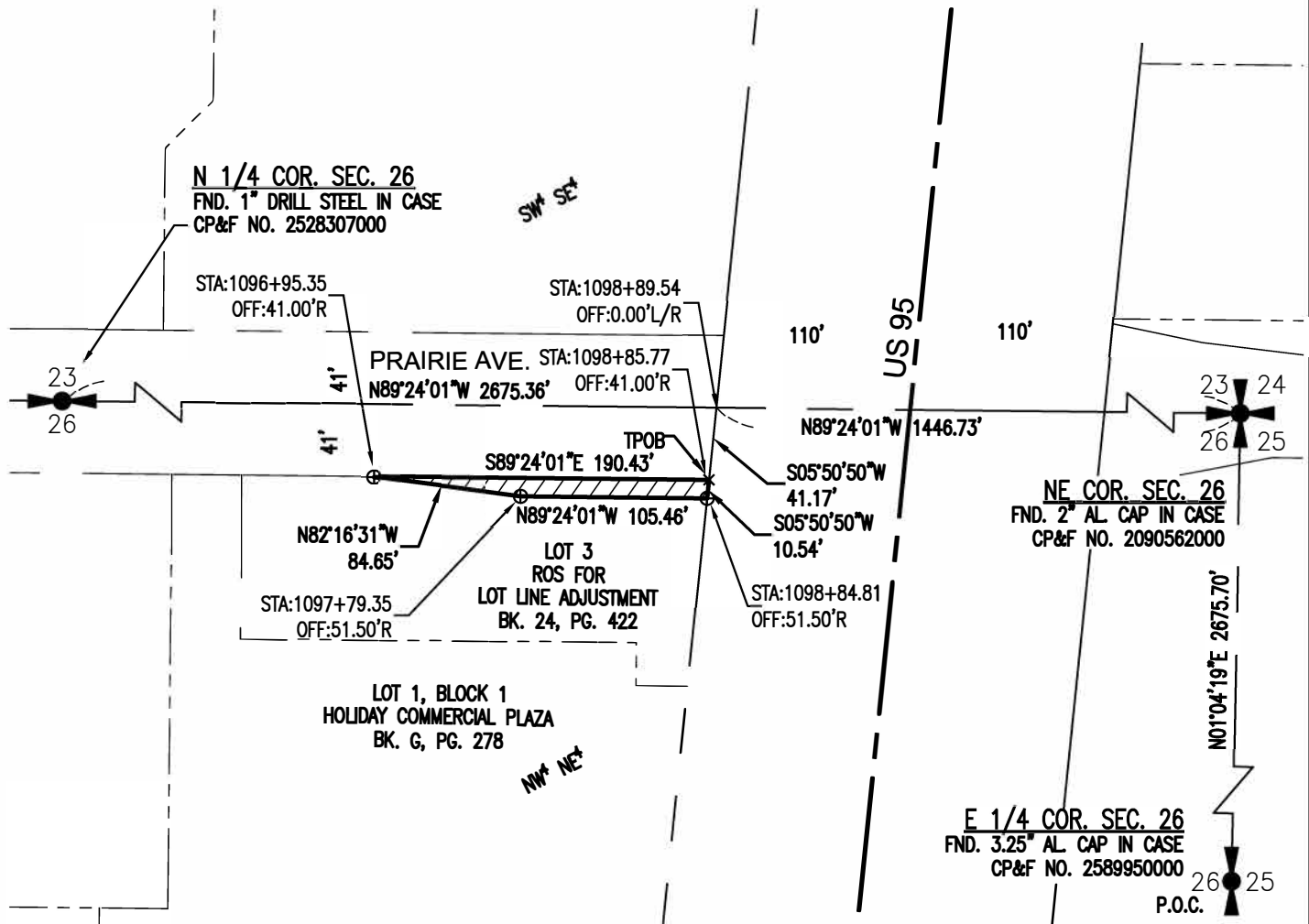
Thence continuing West along the east line of said Lot 1, said Parcel 3 and said west line of the US 95 right of way South 05°50'50" West a distance of 10.54 feet at Project Station 1098+84.81, 51.50 feet right; Thence leaving said east line North 89°24'01" West a distance of 105.46 feet at Project Station 1097+79.35, 51.50 feet right; Thence North 82°16'31" West a distance of 84.65 feet to a point on the north line of said Lot 1, and said Parcel 3, said line also being said south line of the Prairie Ave. right of way 41.00 feet south of centerline at Project Station 1096+95.35, 41.00 feet right; Thence South 89°24'01" East along said north line and said south line a distance of 190.43 feet to the **True Point of Beginning**.

The above-described portion of land containing 1,553 square feet (0.036 acres), more or less.

From Prairie Ave. Project Station 1095+95.35 to 1098+85.77.

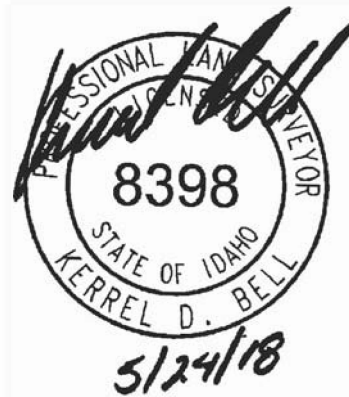
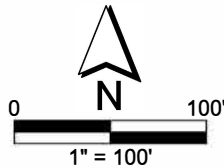


**US 95 N. CORRIDOR ACCESS IMPROVEMENTS
PROJECT NO. A019(883)
PARCEL 15 RIGHT OF WAY ACQUISITION
NW 1/4 OF THE NE 1/4 SECTION 26, TOWNSHIP 51 N, RANGE 4 W, B.M.
KOOTENAI COUNTY, IDAHO
2018**



LEGEND

- TPOB TRUE POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- STA STATION
- CHD BRG CHORD BEARING
- CHD DIST CHORD DISTANCE
- ⊕ SET ITD RIGHT OF WAY MARKER
- ⊗ FOUND 5/8" REBAR WITH CAP
- × CALCULATED POSITION
- ACQUISITION AREA = 1,553 SF (0.036 AC)



SHEET 2 OF 2

US-95, N. CORRIDOR ACCESS IMPROVEMENTS

PARCEL NO. 15

DATE: MAY 2018

Parametrix

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EXHIBIT L
Parcel 25

Idaho Transportation Department
US-95 Corridor Access Improvements – Wilbur Avenue, Kootenai CO
Project No. A019(883)
Key No. 19883
Parcel No. 25
Parcel ID. No. 50668

April 24, 2018
Fee Acquisition
11,484 Sq. Ft
0.264 acres
Page 1 of 4

Legal Description

That portion of the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$) and the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 26, Township 51 North, Range 4 West, B.M., in the City of Coeur d'Alene, Kootenai County, Idaho, described as follows:

Commencing at a 3 inch brass cap in a monument well at the East Quarter Corner of said Section 26, as shown on that Corner Perpetuation and Filing record recorded as Instrument Number 2589950000, records of Kootenai County, Idaho, from which the Center Quarter Corner of said Section 26, a 3 $\frac{1}{2}$ inch aluminum cap, as shown on that Corner Perpetuation and Filing record recorded as Instrument Number 2636977000, records of Kootenai County, Idaho, bears North 88° 49' 19" West a distance of 2,658.33 feet. Thence along the mid-section line of said Section 26, North 88° 49' 19" West, a distance of 106.05 feet to the west line of that parcel of land described in that deed recorded as Instrument Number 2507363000, records of Kootenai County, Idaho, and a point being 28.42 feet left of Project centerline station 314+04.29; said point is also the **TRUE POINT OF BEGINNING**;

Thence continuing along said mid-section line, North 88° 49' 19" West, a distance of 74.13 feet to the east line of Blocks 1 & 2 Restlawn Memorial Park, as shown on that plat recorded in Book D, Page 72, records of Kootenai County, Idaho, and a point 30.10 feet left of Project centerline station 313+30.17;

Thence leaving said mid-section line and along said east line, South 00° 07' 23" East, a distance of 4.08 feet to the southeast corner of said plat, and a point 26.02 feet left of Project centerline station 313+30.17;

Thence along the south line of said Blocks 1 & 2 Restlawn Memorial Park and the south line of First Addition to Restlawn Memorial Park, as shown on that plat recorded in Book D, Page 110, records of Kootenai County, Idaho, South 89° 52' 46" West, a distance of 746.60 feet to the southwest corner of said First Addition to Restlawn Memorial Park, and a point 26.05 feet left of Project centerline station 305+83.57;

Thence leaving said south line and along the west line of said First Addition to Restlawn Memorial Park, North 01° 00' 44" West, a distance of 21.02 feet to said mid-section line, and a point 47.07 feet left of Project centerline station 305+83.25;

Thence leaving said west line and along said mid-section line, South 88° 49' 19" East, a distance of 252.37 feet to a point 41.34 feet left of Project centerline station 308+35.55;

Idaho Transportation Department
US-95 Corridor Access Improvements – Wilbur Avenue, Kootenai CO
Project No. A019(883)
Key No. 19883
Parcel No. 25
Parcel ID. No. 50668

April 24, 2018
Fee Acquisition

11,484 Sq. Ft
0.264 acres
Page 2 of 4

Thence leaving said mid-section line, South 89° 54' 37" East, a distance of 360.72 feet to a point 40.00 feet left of Project centerline station 311+96.27;

Thence South 00° 07' 23" East, a distance of 5.00 feet to a point 35.00 feet left of Project centerline station 311+96.27;

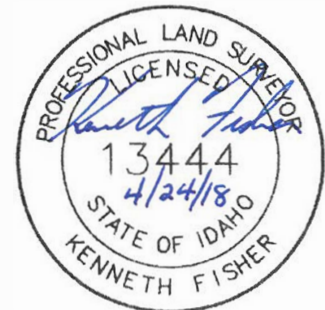
Thence North 89° 52' 37" East, a distance of 133.90 feet to the east line of said Blocks 1 & 2 Restlawn Memorial Park, and a point 35.00 feet left of Project centerline station 313+30.17;

Thence continuing along the same course, North 89° 52' 37" East, a distance of 74.12 feet to said west line of said parcel of land described in that deed recorded as Instrument Number 2507363000, records of Kootenai County, Idaho, and a point being 35.00 feet left of Project centerline station 314+04.29;

Thence along said west line, South 00° 07' 23" East, a distance of 6.58 feet to the **TRUE POINT OF BEGINNING.**

Contains 11,484 square feet, or 0.264 acres, more or less.

Located between Project centerline stations: 305+83.25 to 314+04.29.

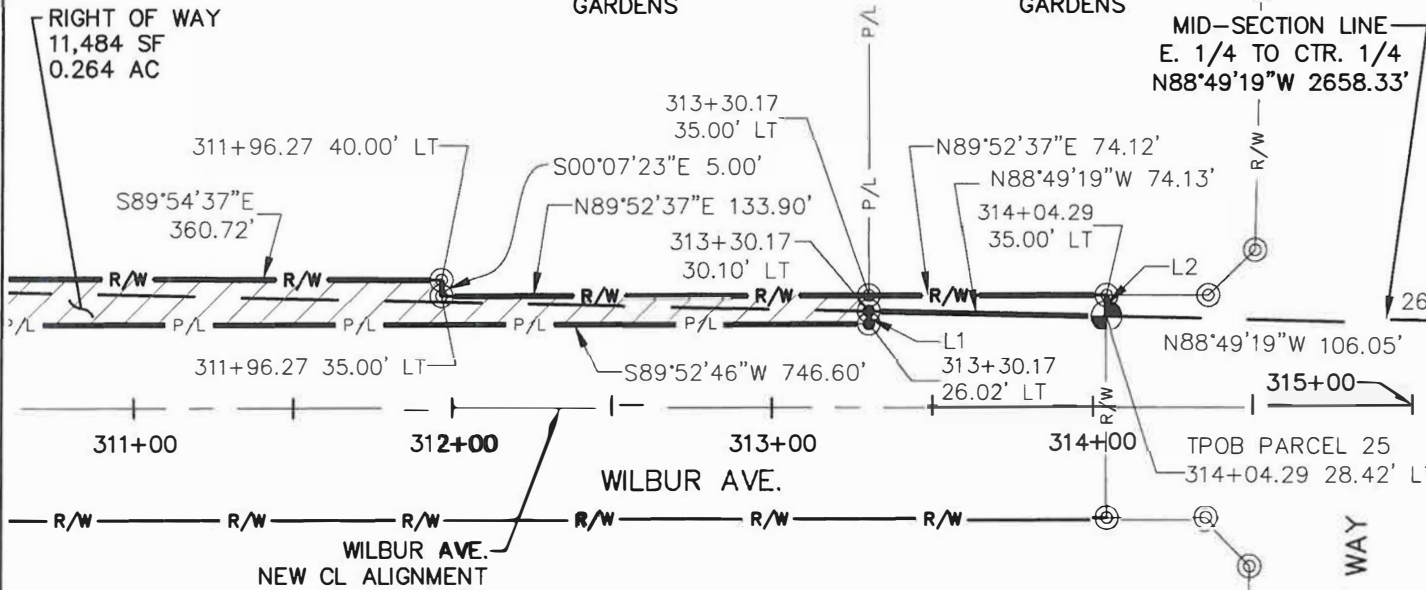


T. 51 N., R. 4 W., B.M.
SECTION 26

BLOCKS 1 & 2
RESTLAWN MEMORIAL PARK

(25)
COEUR D' ALENE
MEMORIAL
GARDENS

(25)
COEUR D' ALENE
MEMORIAL
GARDENS



POC
E 1/4
3IN BRASS CAP
CP&F NO.
2589950000
N: 2214984.456
E: 2369797.983

N. GOVERNMENT WAY



LEGEND

- ⊙ SET 3" ITD ALUMINUM CAP
- ⊕ FOUND BRASS CAP
- ⊙ FOUND 5/8" REBAR

POC POINT OF COMMENCEMENT

TPOB TRUE POINT OF BEGINNING

(26)
DOUGLASS, HARLAN

SILVER LAKE PLAZA
SUBDIVISION OF LOT 4
BLOCK 1
LOT B

Line Table		
Line #	Direction	Length
L1	S00°07'23"E	4.08'
L2	S00°07'23"E	6.58'



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EXHIBIT A
PARCEL 50668 - P25
WILBUR AVENUE
RIGHT-OF-WAY

PROJECT NO.: KN19883
DESIGNED BY: KAF
DRAWN BY: KAF
DWG NAME: 41295EX01.DWG
DATE: 4-24-18
SHEET NO: **3 OF 4**

T. 51 N., R. 4 W., B.M.
SECTION 26

SE⁴ NE⁴

(25)

COEUR D'ALENE
MEMORIAL
GARDENS

FIRST ADDITION TO
RESTLAWN MEMORIAL PARK

RIGHT OF WAY
11,484 SF
0.264 AC

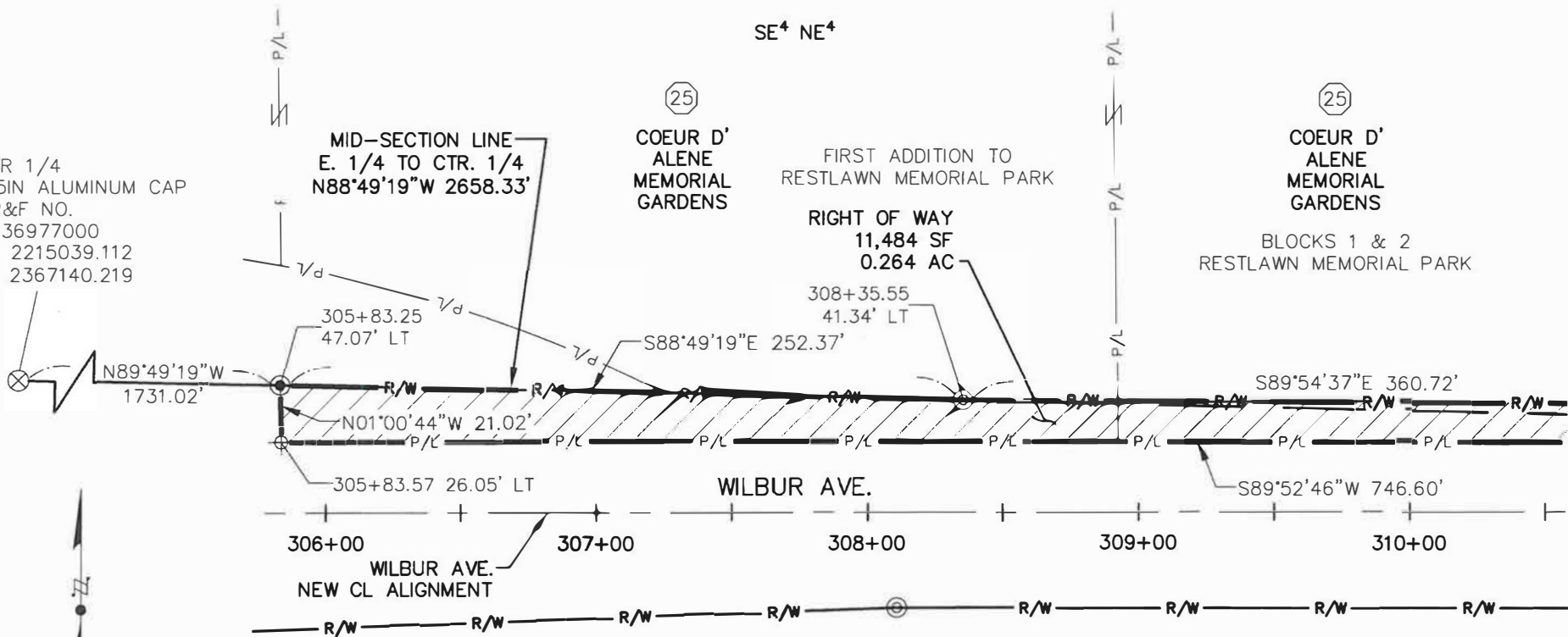
(25)

COEUR D'ALENE
MEMORIAL
GARDENS

BLOCKS 1 & 2
RESTLAWN MEMORIAL PARK

CTR 1/4
3.5IN ALUMINUM CAP
CP&F NO.
2636977000
N: 2215039.112
E: 2367140.219

MID-SECTION LINE
E. 1/4 TO CTR. 1/4
N88°49'19"W 2658.33'



SCALE: 1"=60'

LEGEND

- ⊙ SET 3" ITD ALUMINUM CAP
- ⊙ FOUND 5/8" REBAR
- ⊗ FOUND ALUMINUM CAP

SILVER LAKE PLAZA
SUBDIVISION OF LOT 4
BLOCK 1
LOT B

NE⁴ SE⁴

(26)
DOUGLASS, HARLAN



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EXHIBIT A
PARCEL 50668 - P25
WILBUR AVENUE
RIGHT-OF-WAY

PROJECT NO.: KN19883
DESIGNED BY: KAF
DRAWN BY: KAF
DWG NAME: 41295EX01.DWG
DATE: 4-24-18
SHEET NO: **4 OF 4**

EXHIBIT M
Parcel 26

Idaho Transportation Department
US-95 Corridor Access Improvements – Wilbur Avenue, Kootenai CO
Project No. A019(883)
Key No. 19883
Parcel No. 26
Parcel ID. No. 50669

April 24, 2018
Fee Acquisition

84,935 Sq. Ft
1.950 acres
Page 1 of 5

Legal Description

That portion of the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) and the Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 26, Township 51 North, Range 4 West, B.M., in the City of Coeur d'Alene, Kootenai County, Idaho, described as follows:

Commencing at a 3 inch brass cap in a monument well at the East Quarter Corner of said Section 26, as shown on that Corner Perpetuation and Filing record recorded as Instrument Number 2589950000, records of Kootenai County, Idaho, from which the Center Quarter Corner of said Section 26, a 3 $\frac{1}{2}$ inch aluminum cap, as shown on that Corner Perpetuation and Filing record recorded as Instrument Number 2636977000, records of Kootenai County, Idaho, bears North 88° 49' 19" West a distance of 2,658.33 feet. Thence along the mid-section line of said Section 26, North 88° 49' 19" West, a distance of 106.05 feet to the west line of that parcel of land described in that deed recorded as Instrument Number 2491453000 and a point 28.42 feet left of Project centerline station 314+04.29, said point being the **TRUE POINT OF BEGINNING**;

Thence leaving said mid-section line and along said west line, South 00° 07' 23" East, a distance of 63.42 feet to a point 35.00 feet right of Project centerline station 314+04.29;

Thence leaving said west line, South 89° 52' 37" West, a distance of 593.51 feet to a point 35.00 feet right of Project centerline station 308+10.78;

Thence South 87° 54' 20" West, a distance of 336.20 feet to a point 51.67 feet right of Project centerline station 304+81.04;

Thence North 81° 00' 19" West, a distance of 183.95 feet to a point 64.04 feet right of Project centerline station 302+99.84;

Thence North 76° 06' 56" West, a distance of 163.94 feet to a point on a non-tangent 28,537.51-foot radius curve to the right on the easterly right-of-way line of U.S. Highway 95, said point being 35.00 feet right of Project centerline station 301+29.17;

Thence northerly along said right-of-way line and said curve through an arc length of 35.00 feet, a central angle of 00° 04' 13", and a chord bearing of North 01° 44' 22" East and a chord distance of 35.00 feet, to said mid-section line and a point on the Project centerline at station 301+29.51;

Idaho Transportation Department
US-95 Corridor Access Improvements – Wilbur Avenue, Kootenai CO
Project No. A019(883)
Key No. 19883
Parcel No. 26
Parcel ID. No. 50669

April 24, 2018
Fee Acquisition

84,935 Sq. Ft
1.950 acres
Page 2 of 5

Thence leaving said right-of-way line and along said mid-section line, South 88° 49' 19" East, a distance of 392.39 feet to a point 47.59 feet left of Project centerline station 305+25.04;

Thence continuing along said mid-section line, South 88° 49' 19" East, a distance of 55.74 feet to the west line of the First Addition to Restlawn Memorial Park, as shown on that plat recorded in Book D, Page 110, records of Kootenai County, Idaho, and a point 47.07 feet left of Project centerline station 305+83.25;

Thence leaving said mid-section line and along said west line, South 01° 00' 44" East, a distance of 21.02 feet to the southwest corner of said plat, and a point 26.05 feet left of Project centerline station 305+83.57;

Thence along the south line of said plat and the south line of Blocks 1 & 2 Restlawn Memorial Park, as shown on that plat recorded in Book D, Page 72, records of Kootenai County, Idaho, North 89° 52' 46" East, a distance of 746.60 feet to the southeast corner of said plat of Blocks 1 & 2 Restlawn Memorial Park, and a point 26.02 feet left of Project centerline station 313+30.17;

Thence leaving said south line and along the east line of said plat, North 00° 07' 23" West, a distance of 4.08 feet to said mid-section line, and a point 30.10 feet left of Project centerline station 313+30.17;

Thence along said mid-section line, South 88° 49' 19" East, a distance of 74.13 feet to the **TRUE POINT OF BEGINNING.**

Contains 84,935 square feet, or 1.950 acres, more or less.

Located between Project centerline stations: 301+29.17 to 314+04.29.

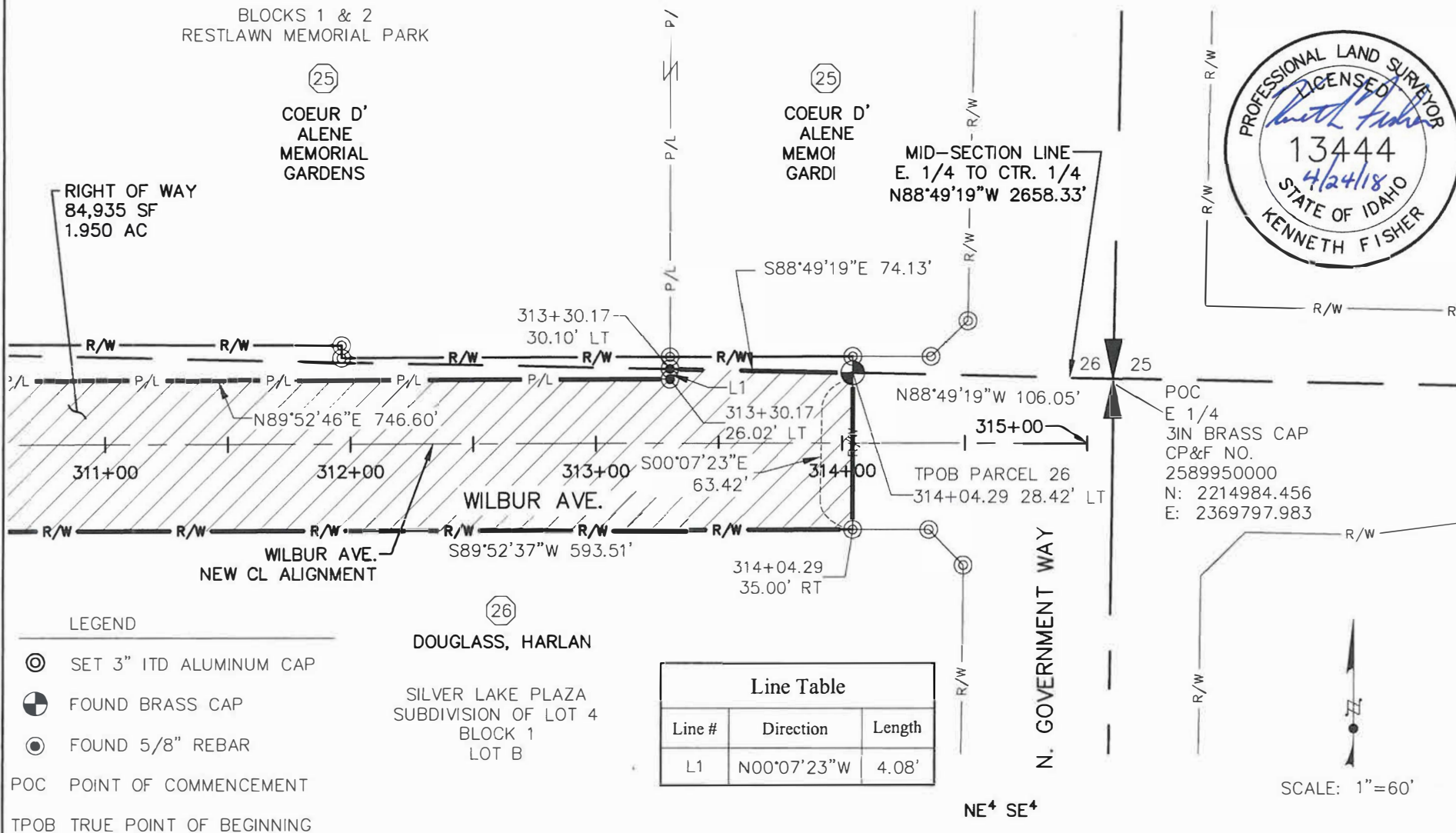
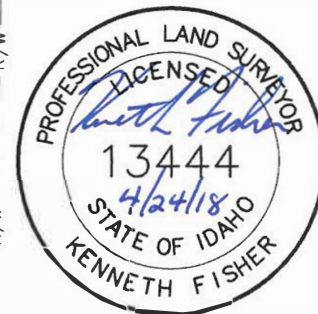


T. 51 N., R. 4 W., B.M.
SECTION 26

BLOCKS 1 & 2
RESTLAWN MEMORIAL PARK

Ⓜ
COEUR D' ALENE
MEMORIAL
GARDENS

Ⓜ
COEUR D' ALENE
MEMOI
GARDI



www.welchcomer.com
350 E. Kathleen Ave.
Coeur d'Alene, ID 83815

208-664-9382
(toll free) 877-815-5672
(fax) 208-664-5946

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EXHIBIT A
PARCEL 50669 - P26
WILBUR AVENUE
RIGHT-OF-WAY

PROJECT NO.: KN19883
DESIGNED BY: KAF
DRAWN BY: KAF
DWG NAME: 41295EX01.DWG
DATE: 4-24-18
SHEET NO: **3 OF 5**

T. 51 N., R. 4 W., B.M.
SECTION 26

SE⁴ NE⁴

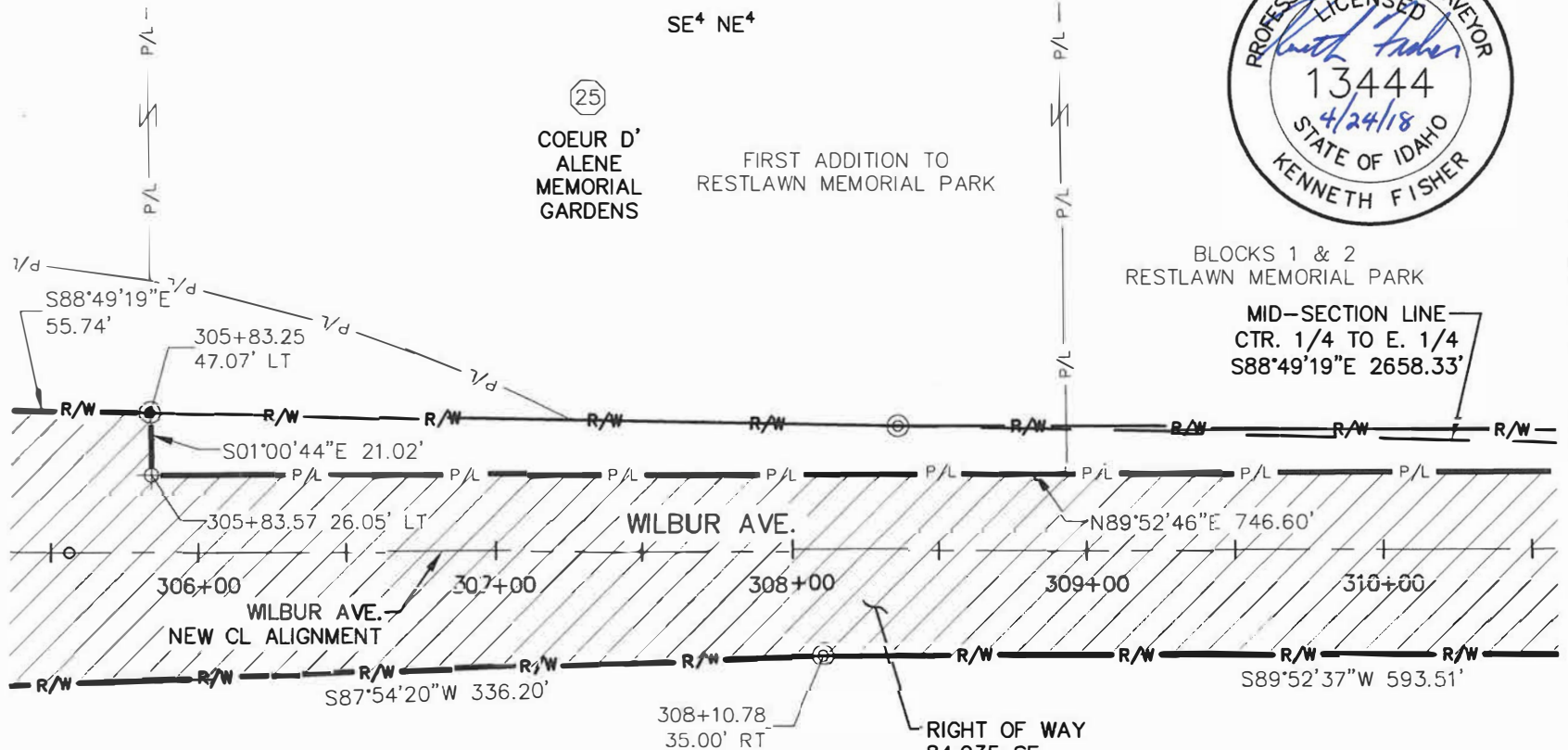


(25)
COEUR D'ALENE
MEMORIAL GARDENS

FIRST ADDITION TO
RESTLAWN MEMORIAL PARK

BLOCKS 1 & 2
RESTLAWN MEMORIAL PARK

MID-SECTION LINE
CTR. 1/4 TO E. 1/4
S88°49'19"E 2658.33'



LEGEND

- ⊙ SET 3" ITD ALUMINUM CAP
- ⊙ FOUND 5/8" REBAR

(26)
DOUGLASS, HARLAN

NE⁴ SE⁴

SILVER LAKE PLAZA
SUBDIVISION OF LOT 4
BLOCK 1
LOT B



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EXHIBIT A
PARCEL 50669 - P26
WILBUR AVENUE
RIGHT-OF-WAY

PROJECT NO.: KN19883
DESIGNED BY: KAF
DRAWN BY: KAF
DWG NAME: 41295EX01.DWG
DATE: 4-24-18
SHEET NO: **4 OF 5**

T. 51 N., R. 4 W., B.M.
SECTION 26



SCALE: 1"=60'

CTR 1/4
3.5IN ALUMINUM
CAP
CP&F NO.
2636977000
N: 2215039.112
E: 2367140.219

MID-SECTION LINE
CTR. 1/4 TO E. 1/4
S88°49'19"E 2658.33'



US HWY 95

27
DODGE HERITAGE
LLC

25
COEUR D'
ALENE
MEMORIAL
GARDENS

L=35.00' R=28537.51'
Δ=0°04'13"
CB=N01°44'22"E
CD=35.00'

S88°49'19"E
55.74'
305+25.04
47.59' LT

N88°49'19"W 1282.89'
110.20'

S88°49'19"E 392.39'

WILBUR AVE.
301+29.17
35.00' RT

WILBUR AVE.
305+00

N76°06'56"W 163.94'

NEW CL ALIGNMENT

302+99.84
64.04' RT

N81°00'19"W 183.95'

304+81.04
51.67' RT

S87°54'20"W
336.20'

RIGHT OF WAY
84,935 SF
1.950 AC

26
DOUGLASS, HARLAN

SILVER LAKE PLAZA
SUBDIVISION OF LOT 4
BLOCK 1
LOT B

LEGEND

- ⊙ SET 3" ITD ALUMINUM CAP
- ⊗ FOUND ALUMINUM CAP
- ⊙ FOUND 5/8" REBAR



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EXHIBIT A
PARCEL 50669 - P26
WILBUR AVENUE
RIGHT-OF-WAY

PROJECT NO.: KN19883
DESIGNED BY: KAF
DRAWN BY: KAF
DWG NAME: 41295EX01.DWG
DATE: 4-24-18
SHEET NO: **5 OF 5**

EXHIBIT N
Parcel 27

Idaho Transportation Department
US-95 Corridor Access Improvements – Wilbur Avenue, Kootenai CO
Project No. A019(883)
Key No. 19883
Parcel No. 27
Parcel ID. No. 50670

April 24, 2018
Fee Acquisition

15,945 Sq. Ft
0.366 acres
Page 1 of 2

Legal Description

That portion of the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$) and the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 26, Township 51 North, Range 4 West, B.M., in the City of Coeur d'Alene, Kootenai County, Idaho, described as follows:

Commencing at a 3 inch brass cap in a monument well at the East Quarter Corner of said Section 26, as shown on that Corner Perpetuation and Filing record recorded as Instrument Number 2589950000, records of Kootenai County, Idaho, from which the Center Quarter Corner of said Section 26, a 3 $\frac{1}{2}$ inch aluminum cap, as shown on that Corner Perpetuation and Filing record recorded as Instrument Number 2636977000, records of Kootenai County, Idaho, bears North 88° 49' 19" West a distance of 2,658.33 feet. Thence along the mid-section line of said Section 26, North 88° 49' 19" West, a distance of 1375.44 feet to a point on a non-tangent 28,537.51-foot radius curve to the right on the easterly right-of-way line of U.S. Highway 95, said point being on the Project centerline at station 301+29.51, and being the **TRUE POINT OF BEGINNING**;

Thence northerly along said right-of-way line and said curve through an arc length of 55.00 feet, a central angle of 00° 06' 38", and a chord bearing of North 01° 49' 47" East and chord distance of 55.00 feet to a point 55.00 feet left of Project centerline station 301+30.13;

Thence leaving said right-of-way line, South 88° 49' 19" East, a distance of 187.40 feet to a point 65.00 feet left of Project centerline station 303+06.83;

Thence South 73° 45' 33" East, a distance of 211.64 to said mid-section line, a point 47.59 feet left of Project centerline station 305+25.04;

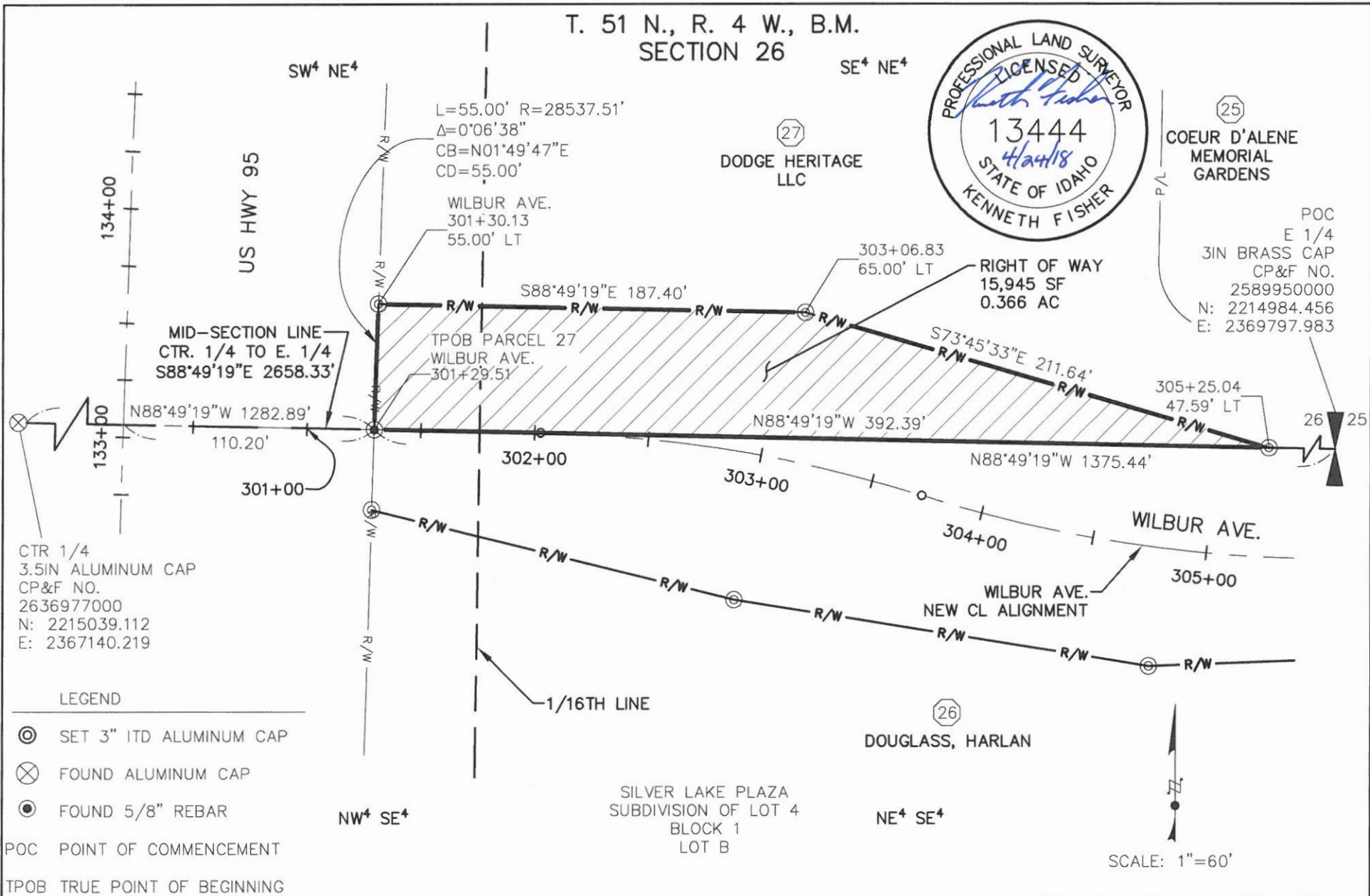
Thence along said mid-section line, North 88° 49' 19" West, 392.39 feet to the **TRUE POINT OF BEGINNING**.

Contains 15,945 square feet, or 0.366 acres, more or less.

Located between Project centerline stations: 301+29.51 to 305+25.04.



T. 51 N., R. 4 W., B.M.
SECTION 26



<p>www.welchcomer.com 350 E. Kathleen Ave. Coeur d'Alene, ID 83815</p>	<p>208-664-9382 (toll free) 877-815-5672 (fax) 208-664-5946</p>	<p>COPYRIGHT 2018 Welch-Comer & Associates, Inc. This document, and ideas and designs incorporated herein, as an instrument of professional service, is the property of Welch-Comer & Associates, Inc., and is not to be used in whole or in part for any other project without the written authorization of Welch-Comer & Associates, Inc.</p>	<p>EXHIBIT A PARCEL 50670 - P27 WILBUR AVENUE RIGHT-OF-WAY</p>	<p>PROJECT NO.: KN19883 DESIGNED BY: KAF DRAWN BY: KAF DWG NAME: 41295EX01.DWG DATE: 4-24-18 SHEET NO: 2 OF 2</p>
			<p>WELCH-COMER ENGINEERS SURVEYORS</p>	<p>SCALE: 1"=60'</p>