

**WELCOME**

To a Regular Meeting of the  
**Coeur d'Alene City Council**  
Held in the Library Community Room,  
located at 702 Front Avenue at 6:00 P.M.

**AGENDA**

**VISION STATEMENT**

Our vision of Coeur d'Alene is of a beautiful, safe city that promotes a high quality of life and sound economy through excellence in government.

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

**February 4, 2025**

**A. CALL TO ORDER/ROLL CALL**

**B. INVOCATION:** Paul Van Noy: Candlelight Christian Fellowship

**C. PLEDGE OF ALLEGIANCE:**

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

**E. PRESENTATION:**

- 1. Fire Department Demolition Training Program

**Presented by: Fire Chief Tom Greif and Deputy Chief Bill Deruyter**

- 2. Police Department Opioid Program

**Presented by: Police Chief Lee White**

**F. PUBLIC COMMENTS:** (Each speaker will be allowed a maximum of 3 minutes to address the City Council on matters that relate to City government business. Please be advised that the City Council can only take official action this evening for those items listed on the agenda.)

**G. ANNOUNCEMENTS:**

1. City Council
2. Mayor

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

**H. CONSENT CALENDAR:** Being considered routine by the City Council, these items will be enacted by one motion unless requested by a Councilmember that one or more items be removed for later discussion.

1. Approval of Council Minutes for the January 21, 2025, Council Meeting.
2. Approval of Minutes from the January 27, 2025 General Services/Public Works Committee Meetings.
3. Setting of the General Services/Public Works Committee Meeting at Noon on February 10, 2025.
4. Setting of public hearings for **February 18, 2025:** V-25-01, Vacation of alley right-of-way located within a portion of Block 2 of the Kootenai Addition in the City of Coeur d'Alene
5. Approval of Bills as Submitted.
6. Approval of **Resolution No. 25-004** -
  - a. Acceptance of quit claim deed from the Idaho Transportation Department for fourteen (14) parcel of right-of-way acquired by ITD for the US-95 improvements  
**As Recommended by the General Services/Public Works Committee**

**I. OTHER BUSINESS:**

1. **Resolution No. 25-005** - Approval of a Professional Services Agreement with J-U-B Engineers, Inc., for a Pavement Management System Review in an amount not to exceed \$15,700.00.

**Staff Report by: Todd Feusier, Streets and Engineering Director**

2. **Resolution No. 25-006** - Approval of a Professional Services Agreement with HMM Engineering for an ADA Pedestrian Ramp Evaluation, in an amount not to exceed \$18,062.28.

**Staff Report by: Todd Feusier, Streets and Engineering Director**

3. **Resolution No. 25-007** - Approval of a Cooperative Agreement with Idaho Transportation Department for the Replacement of the Centennial Trail required by the I-90 widening project.

**Staff Report by: Todd Feusier, Streets and Engineering Director**

4. **Resolution No. 25-008** - Approval of an Agreement with Koep Concerts, for a free Wednesday night concert series at McEuen Park for a term of five (5) years.

**Staff Report by: Bill Greenwood, Parks & Recreation Director**

## **J. PUBLIC HEARING:**

Please feel free to sign up in advance of the meeting to testify at <https://www.cdaid.org/signinpublic/Signinformlist> prior to 3:00 p.m. the day of the hearing.

1. (QUASI JUDICIAL) BR-1-24 - Lamar Advertising of Spokane is requesting a variance in conjunction with a relocation and digitization of a two-sided 300 square foot v-build billboard; current location is 1621 Northwest Boulevard to be removed and relocated to 3119 N. 2nd Street, while addressed off of 2nd Street, the billboard would be adjacent to Government Way.

**Staff Report by: Renata McLeod, Municipal Services Director and Hilary Patterson, Community Planning Director**

1. Application for a variance from standards for height and proximity to residential zones for a Billboard Relocation.
2. Application for the Relocation and digitization of a two-sided 300-square-foot V-build Billboard to 3119 N. 2nd Street.

## **K. ADJOURNMENT**

*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.*



# Coeur d'Alene CITY COUNCIL MEETING

*February 4, 2025*

---

**MEMBERS OF THE CITY COUNCIL:**

**Woody McEvers, Mayor  
Council Members English, Evans, Gabriel, Gookin, Miller, Wood**

# PRESENTATIONS

# Fire Department Procedure for Acquiring Structures for Training



1



2

## Process for obtaining an acquired structure for training

1. Obtaining structures for training process is as follows
  - A. Demo permit process is started (Fire Department receives an email with the Demo Permit number)
  - B. Fire Department looks at the permit for partial or total demolition and type of structure
  - C. Owner or designee is contacted for a possible training opportunity in the structure to be demolished
  - D. Training Agreement is signed
  - E. Asbestos report is obtained
  - F. Pictures of the structure are taken for training development purposes
  - G. Utilities are confirmed to be secured
  - H. Specific rules and timeline are obtained from the owner
  - I. Notebook with all pertinent information is constructed
  - J. Notifications are hand delivered to the homes and businesses within the vicinity
  - K. Training begins



3

What has been done since our last acquired structure training?

1. Demolition Permits have been added to the Building Plan Check list of permits on the DRT agenda
2. The Historic Preservation Demolition review has been added to the DRT agenda
3. We met on Wednesday January 29<sup>th</sup> with City Departments to improve demolition review coordination and communication



4

Agreed upon next steps:

- The Building Department will be routing all full demolition permits to departments for review – Planning, Fire, Water, Wastewater, Urban Forestry, Engineering – to ensure improved coordination internally and with demolition contractors (example was the disconnecting of water meters).
- The Building Department will add a Critical Notices pop-up alert to the demolition permits that trigger review by the Historic Preservation Commission (those initially constructed prior to 1960)
- The Building Department will request information from the demolition contractors/owners on when the demolition is expected to take place to improve coordination (example was the Water Department wanting water survive to be available up to the demolition, but requiring the water meter to be disconnected immediately following the demolition)
- Each department will make notes in the demolition permit indicating their review and conditions, as well as if the Historic Preservation Commission (HPC) needs to review the request and if Fire will be entering into an agreement with the property owner for training. Any letters and documents will be uploaded to the permit program to ensure all departments can see the status and next steps.
- The Fire Department will be adding in the age of the structure and adding if the structure is being reviewed by the HPC to the training agreements.
- The Planning Department will notify the Fire Department when the HPC has signed off or if a structure built prior to 1960 doesn't require HPC review.
- Water, Wastewater, Engineering and Urban Forestry will add notes in bold on the site plans submitted with the demolition permits for conditions that need to be met with the demolition.
- **The Building Department will create a fake demolition permit to give the departments a training opportunity to practice and see how the process will work.**





# Local Drug Trends

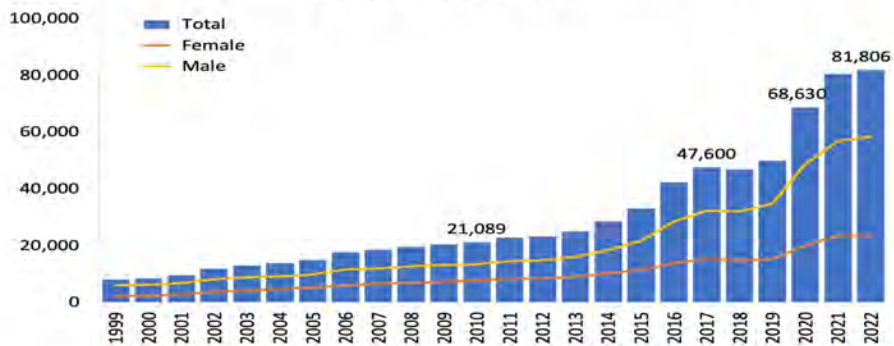


Sgt. Eric Boardman  
Coeur d'Alene PD  
Opiate Task Force

1

## Overdose Data


**Figure 3. U.S. Overdose Deaths Involving Any Opioid\* by Sex, 1999-2022**



\*Among deaths with drug overdose as the underlying cause, the "any opioid" subcategory was determined by the following ICD-10 multiple cause-of-death codes: natural and semi-synthetic opioids (T40.2), methadone (T40.3), other synthetic opioids (other than methadone) (T40.4), or heroin (T40.1). Source: Centers for Disease Control and Prevention, National Center for Health Statistics. Multiple Cause of Death 1999-2022 on CDC WONDER Online Database, released 4/2024.

- 386 Overdose deaths in Idaho in 2024 attributed to fentanyl
- All but 6 of the overdoses were fentanyl mixed with other substances


2



## Coeur d'Alene Police Department

### Crime Analysis - Intervention Unit

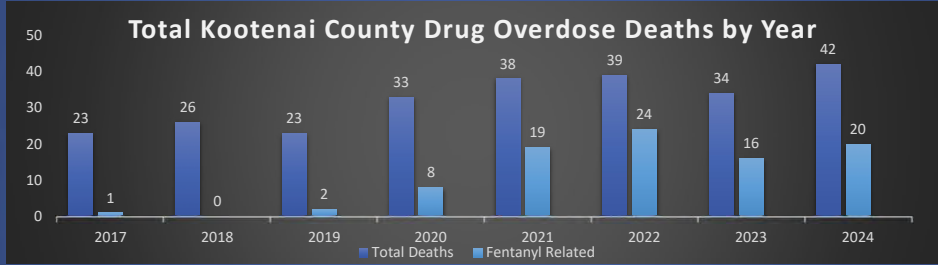
[crimeanalysis@cdaid.org](mailto:crimeanalysis@cdaid.org)



---

**Drug Trends Within the City of CDA**

### Total Kootenai County Drug Overdose Deaths by Year



Year	Total Deaths	Fentanyl Related
2017	23	1
2018	26	0
2019	23	2
2020	33	8
2021	38	19
2022	39	24
2023	34	16
2024	42	20

Year	Count
2018	71
2019	73
2020	89
2021	106
2022	101
2023	120
2024	123


Year	Fentanyl	Meth	Heroin
2024	115	265	3
2023	148	199	2
2022	142	270	16
2021	51	207	67
2020	5	217	89
2019	3	129	67

All overdose calls per year in Coeur d'Alene

This chart shows how many times a drug was booked into evidence. If 1000 fentanyl pills were booked together, it would only count as 1.

Confidential - Law Enforcement Purposes Only – [Send updates to: crimeanalysis@cdaid.org](mailto:crimeanalysis@cdaid.org)


3



## Coeur d'Alene Police Department

### Crime Analysis - Intervention Unit

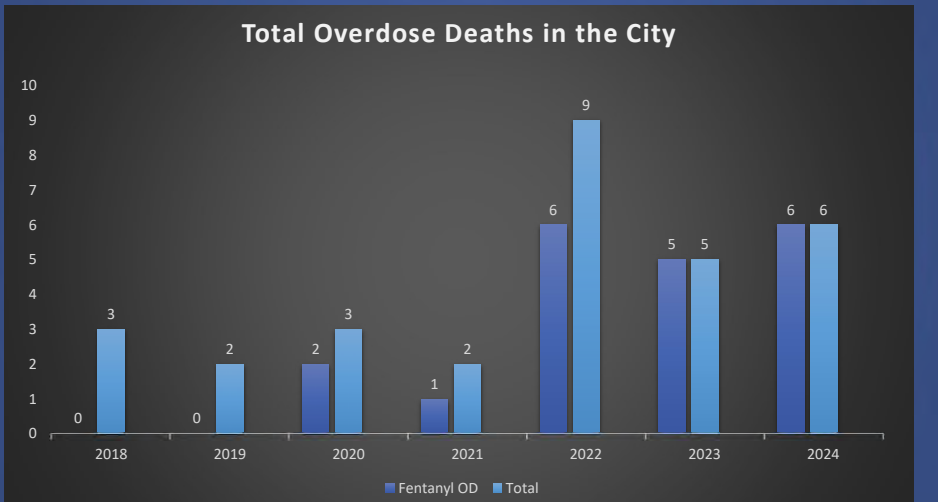
[crimeanalysis@cdaid.org](mailto:crimeanalysis@cdaid.org)



---

**Overdose Deaths Within the City of CDA**

### Total Overdose Deaths in the City



Year	Fentanyl OD	Total
2018	0	3
2019	0	2
2020	2	3
2021	1	2
2022	6	9
2023	5	5
2024	6	6


Confidential - Law Enforcement Purposes Only – [Send updates to: crimeanalysis@cdaid.org](mailto:crimeanalysis@cdaid.org)

4

As little as **2 milligrams** of fentanyl can be lethal.



That's about the amount shown on the tip of this pencil.



5

## Counterfeit Pills

 <p>Real Oxycodone</p>	 <p>Real Xanax</p>	 <p>Real Adderall</p>
 <p>Fake Oxycodone</p>	 <p>Fake Xanax</p>	 <p>Fake Adderall</p>
<p>Source: Drug Enforcement Agency (DEA)</p> <p><b>Oxycodone</b></p> <p>Street names include: 30s, M30s, oxy, kickers, 40s, 512s, blues</p>	<p>Source: Drug Enforcement Agency (DEA)</p> <p><b>Xanax</b></p> <p>Street names include: bars, benzos, bricks, ladders, sticks, xanies, zanbars, z-bars</p>	<p>Source: Drug Enforcement Agency (DEA)</p> <p><b>Amphetamine</b></p> <p>Prescribed as: Adderall, Ritalin, Concerta, Dexedrine, Focalin, Metadate and Methylin.</p>

6


# Delivery Method and Marketing

Port Director Michael W. Humphries  
@CBPPortDirNOG

.@CBP officers at the Port of Nogales AZ seized a vehicle containing:

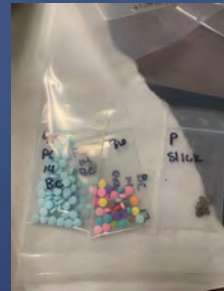
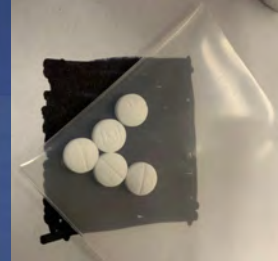
Over 250,000 fentanyl pills (some of which were different colors, similar to the appearance of candy)  
11 LBS heroin  
10 LBS meth

Officers made sure these dangerous narcotics won't make it to U.S. cities!



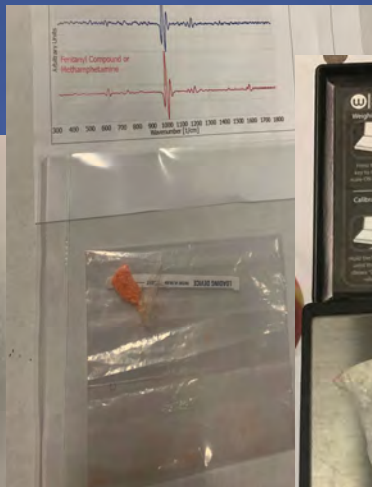
**FENTANYL PILLS RESEMBLING CANDY**

1:43 PM · Aug 17, 2022 · Twitter for iPhone



7

# Delivery Method Cont.



8

# Local Arrests



9

# Local Arrests

Credit: Kootenai County Sheriff's Office

**LOCAL NEWS**

**Traffic stop leads to arrest of Spokane man with drugs and stolen guns in Post Falls**

Bryce Alexander Bock is facing charges of trafficking methamphetamine, possession with intent to deliver fentanyl, and two counts of possession of a stolen gun.

Author: Brianda Perez  
Published: 4:13 PM PST January 21, 2023  
Updated: 4:13 PM PST January 21, 2023

**Detectives arrest woman and seize rainbow fentanyl pills, meth, and firearm**

by Maggie Laughlin & Sasha Terry  
Friday, October 28th 2022

Courtesy: Tri-City Metro Drug Task Force

BENTON COUNTY, Wash. —

Detectives of the Tri-City Metro Drug Task Force arrested a woman and seized several suspected rainbow fentanyl pills, methamphetamine, and a firearm at homes in Kennewick and Richland last week.

Idaho → Ada County

**Wathana Insixiangmay**

394 Views

arrests.org

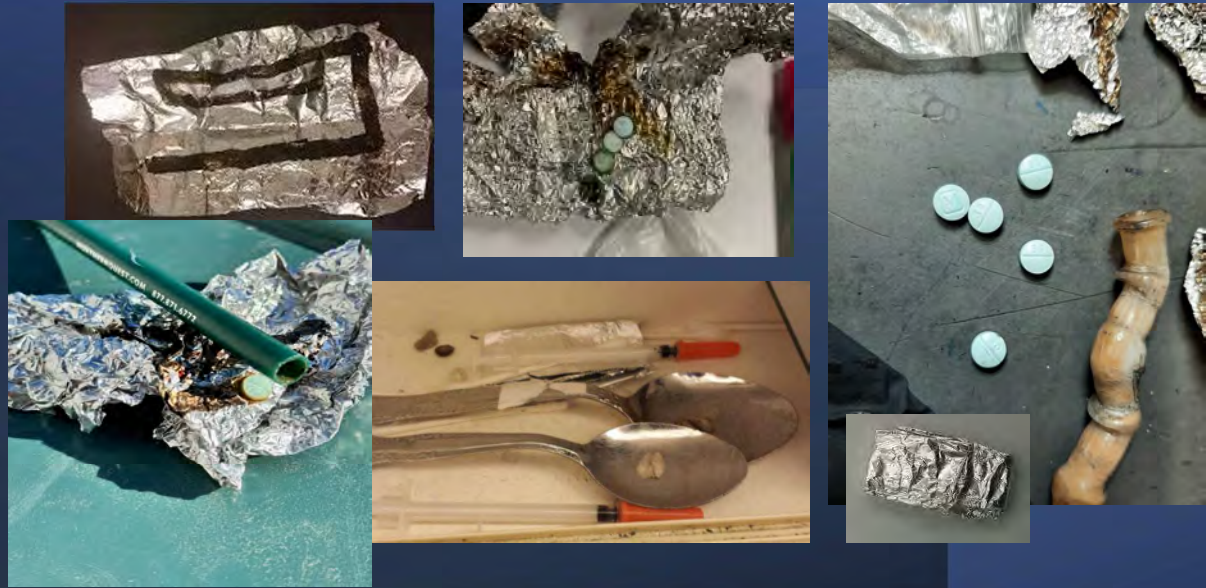
Meet-An-Idaho.com

Wathana Insixiangmay 90174

Images may be subject to copyright. Learn More

10

# Paraphernalia



11

# Benzodiazepines

- Xanax
- Ativan
- Klonopin
- Valium



**BENZODIAZEPINES SIDE EFFECTS**

SHORT-TERM USE			LONG-TERM USE		
is considered to be safe and effective, but still carries side effects:			can carry some serious negative effects mentally and psychologically:		
AGGRESSION	DIZZINESS	DROWSINESS	COGNITIVE PROBLEMS	SLEEP DISTURBANCES	MENTAL DISORDERS
SEXUAL DYSFUNCTION	DEPRESSION	BLURRED VISION	IMMUNE SYSTEM SUPPRESSION	CANCER RISK	ADDICTION



12

# Drug terminology

- Fentanyl
- Blues
- Beans
- Fetty
- Pow
- 
- Cocaine
- Blow
- Snow
- 
- Meth
- Crystal
- Clear
- Ice
- -Gear
- Crank



- Ecstasy
- MDMA
- Molly
- Disco Biscuits
- E
- X
- Benzos
- Xannys
- Bars
- Kpin
- Val
- Addy



13

# Indicators of Use Cont.

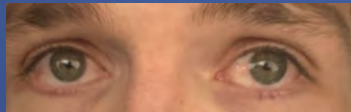
Opiates



Benzos / Meth



Opiates



Meth



14

## Narcan (Naloxone)

- Mitigates effects of Opioids in system
- Helps prevent overdose deaths
- No negative side effects
- Can cause severe agitation in victims
- Readily available
- Not effective on all drugs (Xylazine)



15

## Resources

<https://www.dea.gov/factsheets/fentanyl>

<https://www.songforcharlie.org>

<https://www.dea.gov/fentanylawareness> [Faces of Fentanyl]

16



# CONSENT CALENDAR

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

January 21, 2025

The Mayor and Council of the City of Coeur d'Alene met in a regular session of said Council at the Coeur d'Alene City Library Community Room on January 21, 2025, at 6:00 p.m., there being present the following members:

Woody McEvers, Mayor

Dan English	)	Members of Council Present
Christie Wood	)	
Kiki Miller	)	
Amy Evans	)	
Kenny Gabriel	)	
Dan Gookin	)	Member of Council Absent

**CALL TO ORDER:** Mayor McEvers called the meeting to order.

**INVOCATION:** Teresa Fandel of the Community of the Holy Spirit led the invocation.

**PLEDGE OF ALLEGIANCE:** Councilmember Evans led the pledge of allegiance.

**PUBLIC COMMENTS:**

Mike Gridley, Coeur d'Alene, invited Council and the community to attend the North Idaho Centennial Trail Foundation Annual Meeting on January 23, 2025 from 5:30 p.m. to 7:00 p.m. at the Vantage Point Brewing. He explained that the event is open to all trail users, supporters, and anyone wanting to learn more about the North Idaho Centennial Trail which is managed by a nonprofit organization dedicated to preserving and developing the trail system while promoting non-motorized trail connectivity throughout North Idaho. Mr. Gridley relayed his appreciation to the Council and City staff for its support. Councilmember English asked about the use of non-motorized vehicles on the trail, specifically mentioning e-bikes and scooters. Mr. Gridley acknowledged the growing use of e-bikes and the need for enforcing rules on speed limits to ensure safety, as there have been incidents where people were hurt. He emphasized the importance of being respectful to others on the trail and noted the challenge of enforcing the 15-mph speed limit.

**ANNOUNCEMENTS:**

Councilmember Miller shared that the Joint Government meeting with North Idaho Building Contractors Association was held today. She said that they meet monthly and outline the agenda to keep everyone informed about legislative updates and other relevant topics. She noted that any pertinent information is communicated to the staff so they can stay informed and attend meetings as needed. Councilmember Miller stated that she was invited to speak about housing at an event

on January 29 which will be open to the public at the Den on Lakeside Avenue. She added that there is an ad hoc committee meeting on January 28 to discuss the final phase at Atlas, and she will share more information once that meeting concludes.

Mayor McEvers requested the reappointment of Dixie Reid to the Personnel Appeals Board.

**MOTION:** Motion by Evans, seconded by Gabriel to appoint Dixie Reid to the Personnel Appeals Board. **All in favor. Motion carried.**

**CONSENT CALENDAR:**

1. Approval of Council Minutes for the January 7, 2025 Council Meeting.
2. Approval of the January 13, 2025 General Services/Public Works Committee Minutes.
3. Setting of the January 27, 2025 General Services/Public Works Committee Meeting.
4. Setting of public hearing for **February 18, 2025**
  - a. V-24-04, Vacation of a portion of Spruce Avenue right-of-way adjoining the easterly boundary of Lot 11, Block 1 and Lot 8, Block 2, Spring Addition plat
5. Approval of a Cemetery Lot transfer from Anna Halpern to Darrel and Pam Borek; Section G, Block 56, Lot 1, Forest Cemetery (\$40.00)
6. Approval of Bills as Submitted.
7. Approval of Financial Report.
8. Approval of **Resolution No. 25-001** - A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING AN AGREEMENT WITH KYLE A. BEIERLE AND KAREN E. BEIERLE FOR WATER SERVICE OUTSIDE THE CITY LIMITS FOR PROPERTY LOCATED AT 3276 E. BARN COURT; ACCEPTING A UTILITY EASEMENT FOR WATER LINE FROM KYLE A. BEIERLE AND KAREN E. BEIERLE ACROSS PROPERTY LOCATED AT 3276 E. BARN COURT; AND RATIFYING THE PURCHASE OF OFFICE 365 AND EXCHANGE ONLINE SOFTWARE UPDATES USING THE PRICE OBTAINED BY THE STATE THROUGH THE COMPETITIVE BID PROCESS.

**MOTION:** Motion by Evans, seconded by Miller to approve the Consent Calendar as presented, including **Resolution No. 25-001**.

**ROLL CALL:** English Aye; Wood Aye; Evans Aye; Miller Aye; Gabriel Aye. **Motion carried.**

**COUNCIL BILL NO. 25-1002**

AN ORDINANCE PROVIDING FOR THE AMENDMENT OF SECTIONS 5.68.020, 5.68.030, 5.68.110, AND 5.68.050 OF THE COEUR D'ALENE MUNICIPAL CODE; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THE ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.

**STAFF REPORT:** Deputy City Clerk Kelley Setters requested Council to adopt the Childcare Commission's recommendations of amendments to the Municipal Code Chapter 5.68, Sections 5.68.020, 5.68.030, 5.68.050, and 5.68.110, entitled "Childcare Facilities." There are five

recommended amendments. First, the Commission proposed eliminating the requirements for a tuberculosis (TB) test for all provider licenses where the estimated cost is \$45.00 to \$60.00. This change will streamline the licensing process. Also, no other cities in the region or the state mandates a TB test for childcare licenses and the infectious disease specialist for the state said that the requirement is not necessary as TB is not a high risk in Idaho. The second proposed modification is to no longer require a license for parent or volunteer that visits a childcare facility less than 12 hours a month. This adjustment acknowledges that parents or volunteers who occasionally assist in classrooms face an unreasonable burden of undergoing two background checks, education requirements and a TB test. At the General Services/Public Works (GSPW) Committee meeting held on January 13, it was recommended that a volunteer/parent who provides assistance less than 12 hours in any one month is not required to be licensed by the City; however, a search of the Idaho Court database each year would be performed by the City. Ms. Setters mentioned that the CDA School District uses the Raptor screening which is a software system database that uses information from a visitor's driver's license or ID card to check the sex offender database. The Raptor system would be expensive for the number of checks needed and the City already checks the sex offender registry for volunteers and licensees. The third proposed amendment is a housekeeping change of Section 5.68.110(H) which allows one employee who is neither a resident nor a family member for the home-based providers, a provision previously adopted in Municipal Code Title 17 on March 3, 2020. The fourth proposed amendment includes a modification to Section 5.68.030(D) and (H), which would allow individuals aged 16 and 17 to obtain a provider license, as long as they are continuously supervised by a licensed provider and are not left alone with children. The fifth recommendation is eliminating a full background check at renewal and instead requiring Idaho Courts database search each year. Additionally, both the City NCIC background check and the State enhanced clearance background check (CPS) will be conducted every five (5) years. Ms. Setters pointed out that there will be some codification costs to the City with this code amendment while childcare providers would save the cost of the annual background check of \$62.00 and the cost of the TB test.

**DISCUSSION:** Councilmember Evans clarified that her question regarding the school background check was not intended for the childcare facilities to take on the expense but if it would be feasible for the City to be able to screen for the childcare facilities. Councilmember Wood said that there are a lot of options available online at no cost, such as what is being used by the Police Department. Councilmember English commented that he is in support of the proposed amendments noting that the cost to the City would be minimal and this is a needed resource.

**MOTION:** Motion by English, seconded by Miller, to dispense with the rule and read **Council Bill No. 25-1002** once by title only.

**DISCUSSION:** Councilmember Wood noted that this item was thoroughly reviewed during the January 13 General Services/Public Works Committee meeting. She added that she is comfortable with the proposed amendments. Councilmember Miller reminded to ensure efficiency and proper coordination with concerned departments doing the same background checks should be undertaken. Ms. Setters replied that she coordinated with the Police Department.

**ROLL CALL:** Wood Aye; Evans Aye; Miller Aye; Gabriel Aye; English Aye. **Motion carried.**

**MOTION:** Motion by English, seconded by Wood, to adopt **Council Bill No. 25-1002**.

**ROLL CALL:** Wood Aye; Evans Aye; Miller Aye; Gabriel Aye; English Aye. **Motion carried.**

### **RESOLUTION 25-002**

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING THE BID OF, AND AWARDING A CONTRACT FOR THE COMPOST MAINTENANCE PROJECT TO, SELLAND CONSTRUCTION, INC., IN AN AMOUNT NOT TO EXCEED \$320,000.00.

**STAFF REPORT:** Wastewater Superintendent Mike Anderson noted that the compost facility has been experiencing an increase in compost production. Currently, in Building #1, crews frequently halt loader operations to exit the equipment and manually assemble or disassemble aeration pipes within the compost piles before resuming work. Additionally, the aerated pipe previously used is no longer available and has been replaced with non-pressurized material, which is prone to collapsing and breaking. The proposed Compost Maintenance Project aims to replace the aerated pipe system with a more efficient aeration system integrated into a sloped concrete floor, utilizing the existing blower system. This project is designed to improve compost production by allowing loaders to operate continuously without interruption, reducing the labor required for aeration pipe maintenance, and eliminating the need for ongoing pipe replacements. Mr. Anderson stated that Selland Construction Inc. provided the lowest bid for this project for the base bid amount of \$314,000, including an additional alternative #1 for an additional \$6,000 which totals to \$320,000.

**DISCUSSION:** Mayor McEvers commented that the Wastewater Department, having been composting since the 1980s, should be quite proficient by now. Mr. Anderson responded by noting recent personnel changes, mentioning that two new staff members were recently hired. He added that the staff who started composting in the 1980s remained with the department until the 2020s.

**MOTION:** Motion by Evans, seconded by Miller to adopt **Resolution No. 25-002**, accepting the low bid of, and approving a Contract with, Selland Construction, Inc., for the Compost Maintenance Project, with the Base Bid amount of \$314,000, and bid Alternative #1 for \$6,000, totaling \$320,000.00.

**DISCUSSION:** Councilmember Wood stated that this project comes from a pre-approved budget item that has been planned for. Mr. Anderson noted that this is a capital improvement project that has been pre-planned and budgeted from the Wastewater Enterprise Fund.

**ROLL CALL:** Evans Aye; Miller Aye; Gabriel Aye; English Aye; Wood Aye. **Motion carried.**

### **RESOLUTION 25-003**

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING AN AMENDMENT NO. 1 TO THE CDBG GRANT FUNDING AGREEMENTS WITH ST. VINCENT DE PAUL AND SAFE PASSAGE, ALLOCATING FIVE

THOUSAND AND NO/100 DOLLARS (\$5,000.00) TO ST. VINCENT DE PAUL OF NORTH IDAHO AND TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS TO SAFE PASSAGE FROM THE CDBG PLAN YEAR 2022 ALLOCATION TO COVER THE COSTS OF RADON MITIGATION SYSTEMS.

**STAFF REPORT:** Community Development Specialist Sherrie Badertscher noted that each year, the City manages an annual Community Opportunity Grant which utilizes funds received from the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) program. Proposals are accepted for projects benefiting low-to-moderate income Coeur d'Alene residents and neighborhoods. In August 2024, Council allocated \$76,848.00 from CDBG Plan Year 2023 and \$21,728.00 from the 2024 Plan Year to Safe Passage for the rehabilitation of their "Safe House." Additionally, St. Vincent de Paul received \$125,000.00 from the 2023 Plan Year to replace the roof on the H.E.L.P. Center. In April 2024, HUD published a Radon Policy Notice which states radon must be addressed in the environmental review process and falls under HUD's contamination regulations at 24 CFR §§ 50.3(i) & 58.5(i)(2). The Policy requires radon mitigation when radon levels are at a level of 4.0 pCi/L or greater. Ms. Badertscher explained that radon is a breakdown product of uranium in soils and rocks which enters homes through small cracks and gaps. She added that during the environmental review process, both St. Vincent DePaul and Safe Passage had certified testers conduct radon tests, and both locations tested at 4.0 or higher. Council is being requested to approve the increase of grant funding to Safe Passage in the amount of \$2,500, and St. Vincent de Paul in the amount of \$5,000.00, both coming from the remaining 2022 CDBG funds. The additional funding will enable them to hire contractors to install the required radon mitigation systems.

**DISCUSSION:** Councilmember Gabriel remarked that the grant funding would be well-utilized and thanked Ms. Badertscher for her efforts. Councilmember English noted that while regulations can be challenging, having a system in place for testing potentially harmful substances is a positive outcome. Ms. Badertscher explained that once these organizations meet the requirements, they won't need to address them again for future grants. Mayor McEvers asked if CDBG grant applicants need radon testing, and Ms. Badertscher clarified that it is required for any building occupied for four or more hours a day, which includes mostly residential, but in the case of St. Vincent and Safe Passage, they are facilities that have people for eight hours and more. She added that a dozen properties were tested and so far, these are the two that came back over the 4.0 pCi/L mitigation requirement. Councilmember English inquired about the testing process and costs, with Ms. Badertscher explaining that single-family home tests cost about \$13 and can be done by homeowners. However, for larger projects like the non-profits, they had to contact a certified testing facility for about \$200. Ms. Badertscher mentioned that homeowners can request for a free radon test through the State of Idaho Health and Welfare Department website.

**MOTION:** Motion by Wood, seconded by Miller to adopt **Resolution No. 25-003**, approving amendments to the CDBG grant funding agreements with St. Vincent de Paul and Safe Passage, increasing grant funding to be used for radon mitigation.

**ROLL CALL:** Miller Aye; Gabriel Aye; English Aye; Wood Aye; Evans Aye. **Motion carried.**

**ADJOURNMENT:** Motion by Wood, seconded by Miller, that there being no other business, this meeting be adjourned. **Motion carried.**

The meeting adjourned at 6:41 p.m.

\_\_\_\_\_  
Woody McEvers, Mayor

ATTEST:

\_\_\_\_\_  
Jo Anne Mateski  
Executive Assistant

DRAFT

January 27, 2025  
**GENERAL SERVICES/PUBLIC WORKS COMMITTEE**  
**MINUTES**  
**12:00 p.m., Library Community Room**

**COMMITTEE MEMBERS**

Council Member Kiki Miller, **ABSENT**  
Council Member Dan Gookin, Chairperson  
Council Member Kenny Gabriel

**STAFF**

Juanita Knight, Senior Legal Assistant  
Randy Adams, City Attorney  
Troy Tymesen, City Administrator  
Chris Bosley, City Engineer, Streets & Engineering Dept.  
Todd Feusier, Director, Streets and Engineering Dept.

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

**(Agenda)**

Chris Bosley, City Engineer, requests the Council approve a Professional Services Agreement with J-U-B Engineers, Inc., to conduct a pavement management system review. Mr. Bosley explained in his staff report that the Streets & Engineering Department annually identifies streets for rehabilitation 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 enhance prioritizing streets for annual maintenance, the City requires a comprehensive pavement management plan. The plan would consider: daily traffic volumes, pavement condition, pavement section thickness, and remaining service life. J-U-B Engineers, Inc. will assist the City in leveraging existing data to prioritize potential chipseal and overlay projects more effectively. The resulting improvements will optimize the use of the City's pavement maintenance budget. The cost of the work performed under this agreement is \$15,700.00, which will be funded through the current Overlay/Chipseal Program budget.

Council Member Gabriel asked if the City is behind on street maintenance. Mr. Bosley responded that while the City has significantly increased its investment in roads over the past couple of years, which has improved the situation, the true status will not be clear until the data from the pavement management plan is available.

Councilmember Gookin asked how the City calculated maintenance needs in the past. Mr. Bosley explained that the software previously used was limited to calculating the square yardage of pavement needing rehabilitation. Once an area requiring chipseal was identified, the City would typically choose to redo the entire neighborhood to minimize contractor mobilization costs.

**MOTION: by Gabriel, seconded by Gookin, to recommend that Council approve a Professional Services Agreement with J-U-B Engineers, Inc., for a pavement management system review in the amount of \$15,700.00. Motion Carried.**



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

**(Agenda)**

Chris Bosley, City Engineer, requests the Council approve a Professional Services Agreement with HMH Engineering for the evaluation of pedestrian ramps for ADA compliance. Mr. Bosley explained in his staff report that the Americans with Disabilities Act (ADA) mandates 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, while the City accepts responsibility for corners at intersections. To remain compliant, the City plans to replace or install new pedestrian ramps within the limits of recently completed asphalt overlay projects. 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. The cost for the work performed under this professional services agreement is \$18,062.28, also funded through the Overlay/Chipseal budget.

Councilmember Gookin asked if the overlay/chipseal program applies to neighborhoods or only to main streets. Mr. Bosley clarified that overlays are typically done on larger streets, while chipsealing is more common in neighborhoods. He also noted that chipsealing does not trigger ADA compliance requirements.

**MOTION: by Gabriel, seconded by Gookin, to recommend that Council approve a Professional Services Agreement with HMH Engineering for the evaluation of a pedestrian ramps for ADA compliance in the amount of \$18,062.28. Motion Carried.**

**Item 3. Cooperative Agreement with Idaho Transportation Department for the Replacement of the Centennial Trail for the I-90 widening project.**

**(Agenda)**

Chris Bosley, City Engineer, requests the Council to approve a Cooperative Agreement with the Idaho Transportation Department (ITD) for the Realignment of the Centennial Trail. Mr. Bosley explained in his staff report that 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. There is no financial requirement from the City for this agreement.

Councilmember Gookin asked whether the Centennial Trail Foundation has been involved in this process. Mr. Bosley confirmed their involvement, specifically mentioning Monte McCully, who is also the City's Trail Coordinator. Councilmember Gookin then inquired about the respective roles of the Centennial Trail Foundation and the City regarding trail maintenance. Mr. Bosley explained that the Centennial Trail Foundation operates under a Joint Powers Agreement and collaborates with other agencies through which the trail passes. He added that Mr. McCully plays a key role in securing grants for maintenance funding and noted that he believes Mr. McCully is also responsible for snow plowing this section of the trail. Councilmember Gookin noted that the

widening of I-90 will involve replacing the Atlas and Prairie Trail bridges and asked if the bridges are owned by the City. Mr. Bosley clarified that both bridges on I-90 are owned by the state. However, the bridges over the Centennial Trail on Appleway and Seltice Way are owned by the City.

**MOTION: by Gabriel, seconded by Gookin, to recommend that Council approve a Cooperative Agreement with Idaho Transportation Department (ITD) for the Realignment of the Centennial Trail. Motion Carried.**

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

**(Consent)**

Chris Bosley, City Engineer, requests the Council accept the transfer of right-of-way from the Idaho Transportation Department (ITD) for the US-95 Improvements completed with the FASTLANE Grant. In his staff report, Mr. Bosley explained that the Federal FASTLANE grant funded upgrades to US-95 and its intersections, including safety and capacity improvements. As part of the project, ITD acquired right-of-way from several properties in the City of Coeur d'Alene to accommodate additional turn lanes. With the project now complete, ITD plans to quitclaim deed the acquired right-of-way to the City. This transaction involves no cost to the City, and upon approval, will grant the City control over the right-of-way along the US-95 corridor.

**MOTION: by Gabriel, seconded by Gookin, to recommend that Council accept the transfer of right-of-way from the Idaho Transportation Department of the US-95 Improvements completed with the FASTLANE Grant. Motion Carried.**

Recording of the meeting can be found at:

*DUE TO TECHNICAL DIFFICULTIES, THIS MEETING WAS NOT TELEVISED. AN AUDIO RECORDING IS AVAILABLE FROM THE CITY CLERK'S OFFICE.*

The meeting adjourned at 12:34 p.m.

Respectfully submitted,  
*Juanita Knight*  
*Senior Legal Assistant*  
Recording Secretary

# CITY COUNCIL COMMITTEE STAFF REPORT

**DATE:** February 4, 2025  
**FROM:** Dennis J. Grant, Engineering Project Manager  
**SUBJECT:** V-25-01, Vacation of alley right-of-way located within a portion of Block 2 of the Kootenai Addition in the City of Coeur d'Alene.

---

## DECISION POINT

The applicant, Chris Meyer, Glacier 1919 Lincoln, LLC, is requesting the vacation of alley right-of-way located within a portion of Block 2 of the Kootenai Addition north of Emma Avenue between Melrose and Nora Street.

## HISTORY

The requested right-of-way was originally dedicated to the City of Coeur d'Alene in the Kootenai Addition plat in 1908.

## FINANCIAL ANALYSIS

The vacation of the requested right-of-way would not have any financial impact on the City and would add approximately 860 square feet to the County tax roll. Although a minor amount, it would be a benefit to the municipality as tax revenue and to the land owner whose lots adjoin the alley.

## PERFORMANCE ANALYSIS

The purpose of this request is to vacate a 16' foot wide, dead-end, and unimproved public alley that there is no foreseeable use for. The applicant would like to enhance patient access and parking for the circulation of a parking lot to be constructed. All property owners agreed to this vacation request. The subject alley contains City sewer and other franchise utilities which would be contained in an easement as part of the vacation ordinance. This easement would allow unrestricted access to the city utilities in that area. An access easement will be granted to 1824 Melrose for the back gate. The Development Review Team was informed about this vacation.

## RECOMMENDATION

Staff recommends to the Council to proceed with the vacation process as outlined in Idaho Code Section 50-1306 and recommends the setting of a public hearing for the item on February 18, 2025.

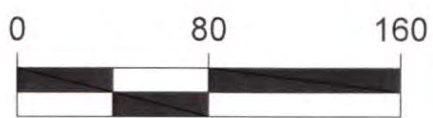
INTERLAKE  
CONDOMINIUMS



EMMA AVE.

**LEGEND**

 AREA TO BE VACATED



SCALE IN FEET



Plot Date: 1/14/2025 10:34 AM Plotted By: David Greber  
 Date Created: 1/14/2025 JUB.COM\CENTRAL\CLIENTS\9\ARKWOOD\PROPERTIES\PROJECTS\20-24-054\_7055\MMASURV\LY\DWG\20-24-054\_ROW\_VAC.DWG

**REUSE OF DRAWINGS**  
 THIS DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED HEREIN AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF J-U-B ENGINEERS, Inc. AND IS NOT TO BE USED, IN WHOLE OR PART, FOR ANY OTHER PROJECT WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF J-U-B ENGINEERS, Inc.

FILE: 20-24-054\_ROW VAC  
 JUB PROJ. #  
 DRAWN BY: DFG  
 DESIGN BY:  
 CHECKED BY: GJR  
 LAST UPDATED: 1/14/2025

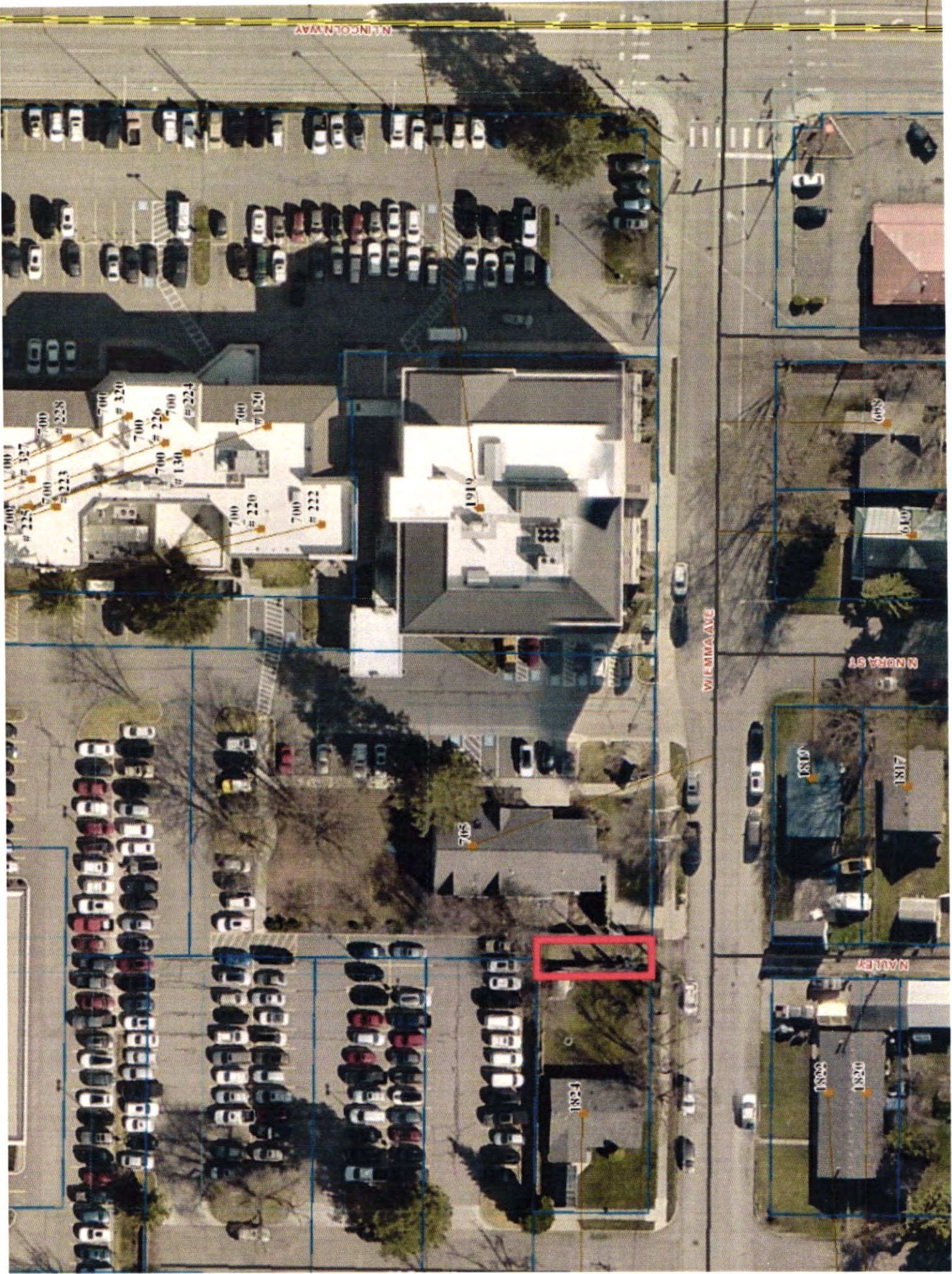


**CITY OF COEUR D'ALENE**  
 VACATION ORDINANCE NO. \_\_\_\_\_

A PORTION OF SEC. 11, T 50N, R 4W, B.M.,  
 CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

SHEET  
**1**

NO.	REVISION DESCRIPTION	BY	APPR.	DATE



RESOLUTION NO. 25-004

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ACCEPTING A QUIT CLAIM DEED FOR FOURTEEN PARCELS OF RIGHT-OF-WAY FROM THE IDAHO TRANSPORTATION DEPARTMENT WHICH IT ACQUIRED FOR THE CONSTRUCTION OF US-95 IMPROVEMENTS AND WHICH, AFTER COMPLETION OF THE IMPROVEMENTS, ARE NO LONGER NEEDED BY THE STATE.

WHEREAS, the Idaho Transportation Department ("ITD") acquired several parcels for the purpose of constructing US-95 improvements and, after completion of the improvement, has no further need for the parcels;

WHEREAS, ITD has offered to transfer fourteen (14) parcels of right-of-way via quit claim deed to the City of Coeur d'Alene, for the use and benefit of the citizens of the City of Coeur d'Alene, copies of which are attached hereto as Exhibit "A", and incorporated herein by reference; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to accept such transfer of right-of-way.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City hereby accepts the quit claim deed from the Idaho Transportation Department for fourteen (14) parcels of right-of-way.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be and they are hereby authorized to execute such documents accepting the transfer of these parcels from ITD on behalf of the City.

DATED this 4<sup>th</sup> day of February, 2025.

---

Woody McEvers, Mayor

ATTEST:

---

Renata McLeod, City Clerk

Motion by \_\_\_\_\_, Seconded by \_\_\_\_\_, to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER GABRIEL	Voted
COUNCIL MEMBER MILLER	Voted
COUNCIL MEMBER WOOD	Voted
COUNCIL MEMBER EVANS	Voted
COUNCIL MEMBER ENGLISH	Voted
COUNCIL MEMBER GOOKIN	Voted

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.

**CITY COUNCIL  
STAFF REPORT**

**DATE:** February 4, 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



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:

RECORD AT THE REQUEST OF THE STATE OF IDAHO  
 FEE EXEMPT – I.C. 67-2301

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.

\_\_\_\_\_  
Notary Public for IDAHO  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

(SEAL)

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.

\_\_\_\_\_  
Notary Public for IDAHO  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

(SEAL)

**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**:

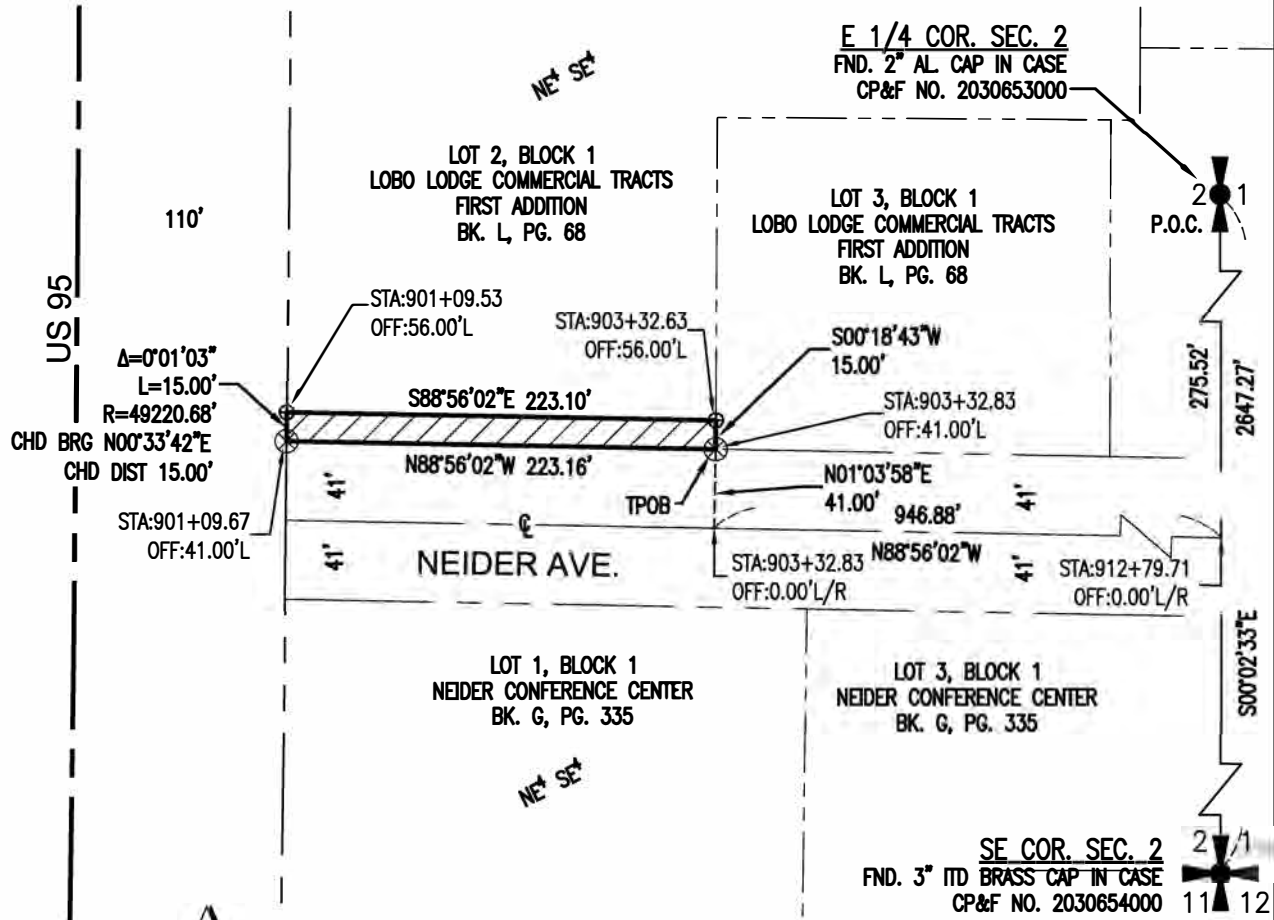
Thence North 88°56'02" West along the south line of said Lot 2 said line also being the north line of said Neider Ave. right of way 41 feet north of centerline, a distance of 223.16 feet to the Southwest corner of said Lot 2, said point also being on the east line of the US 95 right of way 110 feet east 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
- × 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

**Parametrix**  
 ENGINEERING . PLANNING . ENVIRONMENTAL SCIENCES

---

7761 W RIVERSIDE DRIVE, SUITE 201 | BOISE, ID 83714  
 P 208.898.0012  
 WWW.PARAMETRIX.COM

**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**:

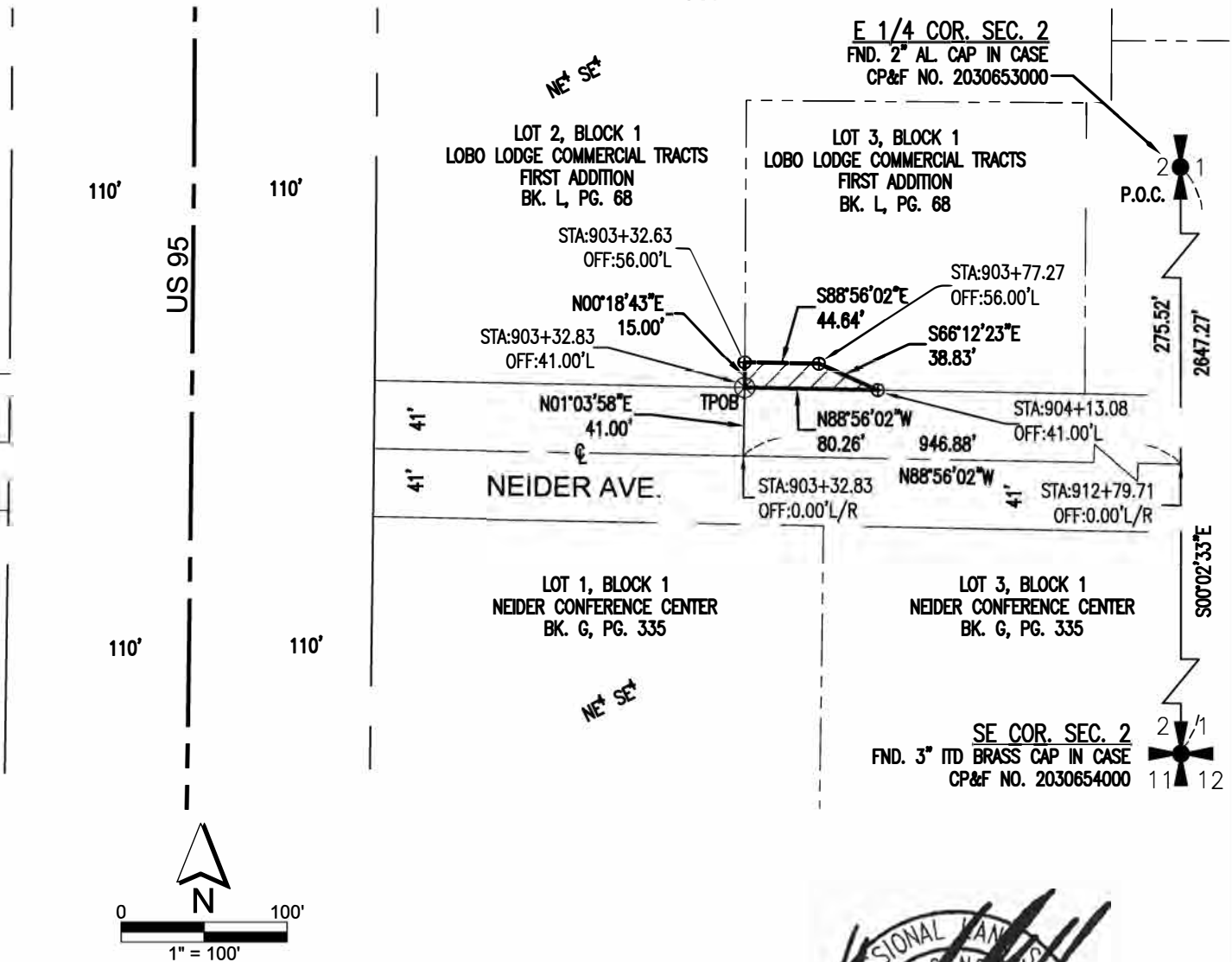
Thence North 00°18'43" East along the west line of said Lot 3 a distance of 15.00 feet at Project Station 903+32.63, 56.0 feet left; Thence leaving said west line South 88°56'02" East a distance of 44.64 feet at Project Station 903+77.27, 56.0 feet left; Thence South 66°12'23" East a distance of 38.83 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

**Parametrix**

ENGINEERING . PLANNING . ENVIRONMENTAL SCIENCES

7761 W RIVERSIDE DRIVE, SUITE 201 | BOISE, ID 83714  
P 208.898.0012  
WWW.PARAMETRIX.COM

**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**:

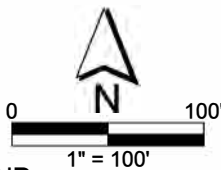
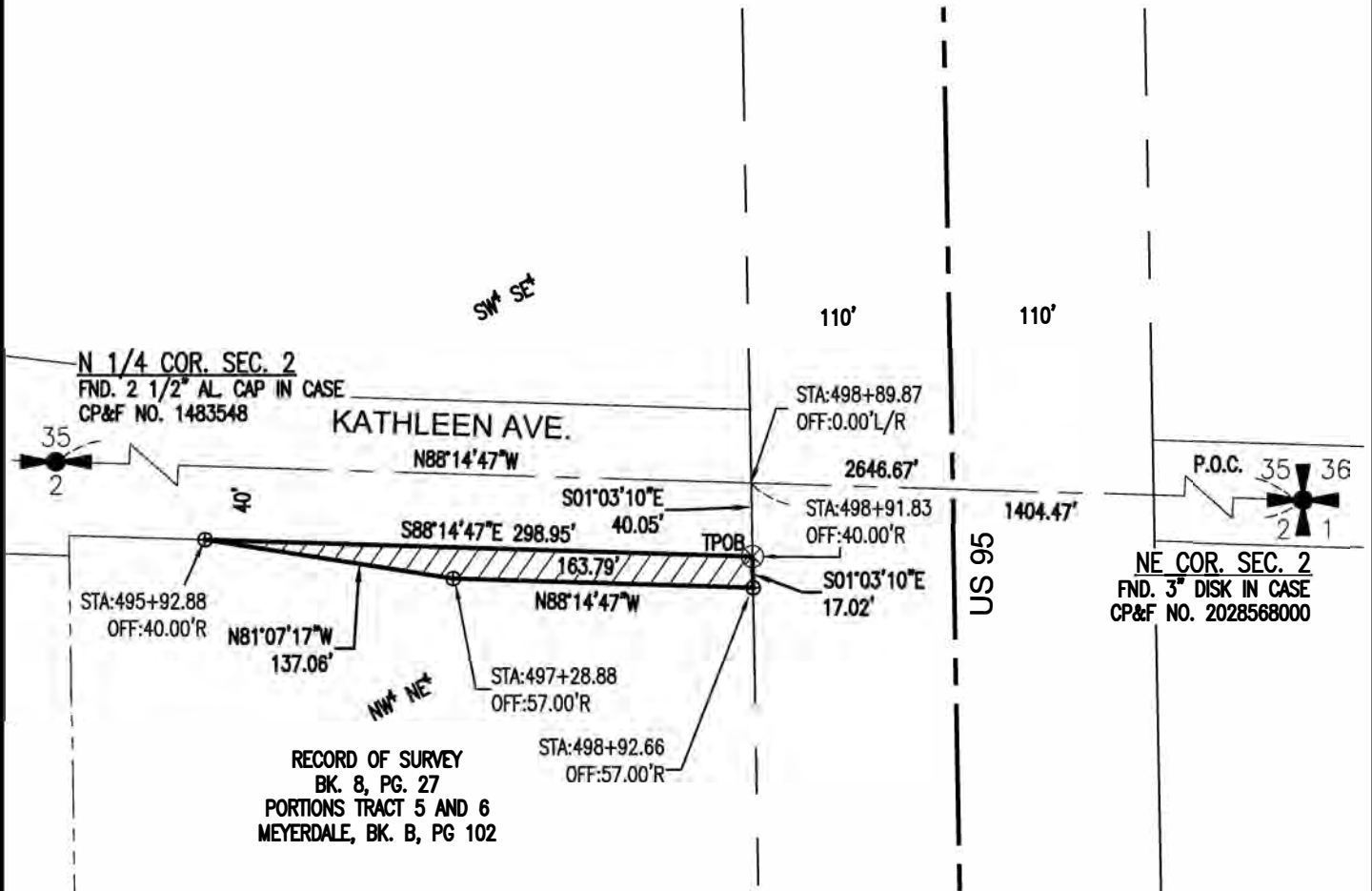
Thence continuing along said west line South 01°03'10" East a distance of 17.02 feet at Project Station 498+92.66, 57.0 feet right; Thence leaving said west line North 88°14'47" West a distance of 163.79 feet at Project Station 497+28.88, 57.0 feet right; Thence North 81°07'17" West a distance of 137.06 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 1/2" RIGHT OF WAY MARKER
- ⊗ FOUND 5/8" REBAR WITH CAP
- ACQUISITION AREA = 3,933 SF (0.090 AC)



SHEET 2 OF 2

US-95, N. CORRIDOR ACCESS IMPROVEMENTS

PARCEL NO. 3

DATE: MAY 2018

**Parametrix**

ENGINEERING . PLANNING . ENVIRONMENTAL SCIENCES

7761 W RIVERSIDE DRIVE, SUITE 201 | BOISE, ID 83714  
P 208.898.0012  
WWW.PARAMETRIX.COM



**EXHIBIT D**  
**Parcel 4**

RECORD AT THE REQUEST OF THE STATE OF IDAHO  
FEE EXEMPT – I.C. 67-2301  
Page **9** of **19**

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**;

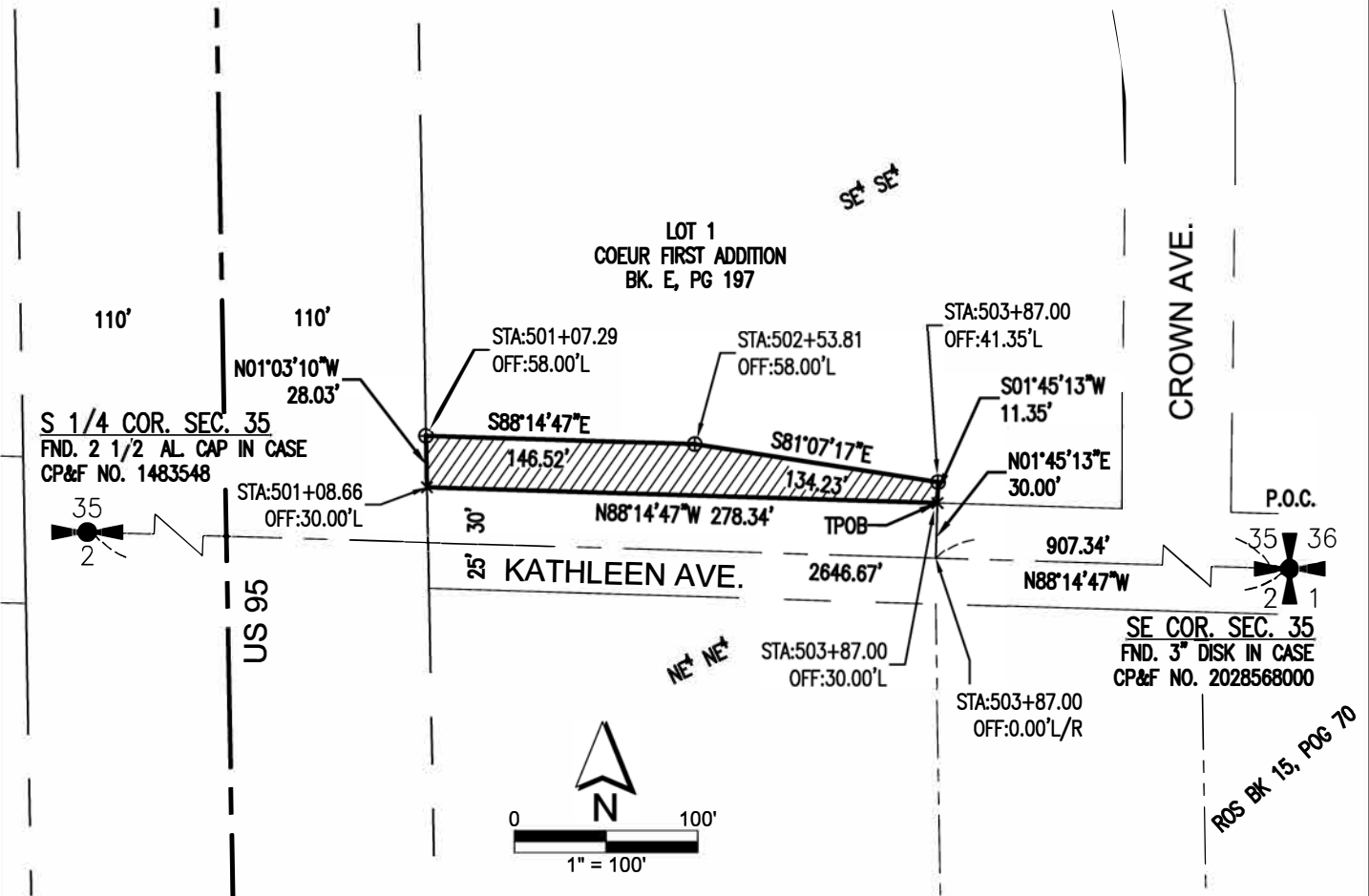
Thence North 88°14'47" West along said south line a distance of 278.34 feet to a point on the east line of the US 95 right of way 110 feet east of centerline at Project Station 501+08.66, 30.00 feet left; Thence leaving said south line North 01°03'10" West along said east line a distance of 28.03 feet 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
- x 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

**Parametrix**

ENGINEERING . PLANNING . ENVIRONMENTAL SCIENCES

7761 W RIVERSIDE DRIVE, SUITE 201 | BOISE, ID 83714  
P 208.898.0012  
WWW.PARAMETRIX.COM

**EXHIBIT E**  
**Parcel 5**

RECORD AT THE REQUEST OF THE STATE OF IDAHO  
FEE EXEMPT – I.C. 67-2301

Page **10** of **19**

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**:

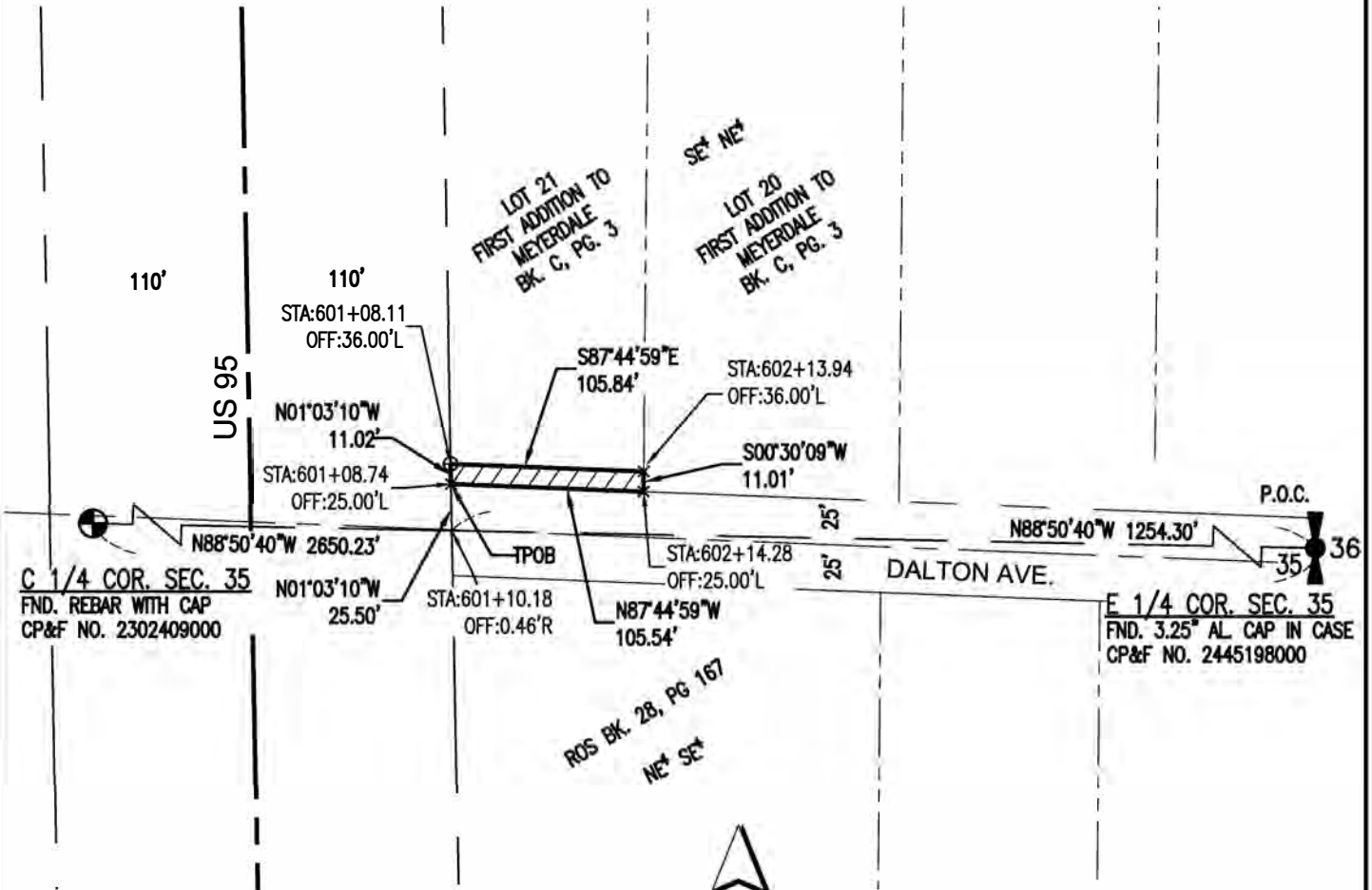
Thence continuing along said east line North 01°03'10" West a distance of 11.02 feet at Project Station 601+08.11, 36.00 feet left; Thence leaving said east line South 87°44'59" East a distance of 105.84 feet to a point on the east line of said Lot 21 at Project Station 602+13.94, 36.00 feet left; Thence 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

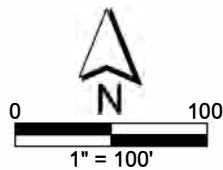


**US 95 N. CORRIDOR ACCESS IMPROVEMENTS  
PROJECT NO. A019(883)  
PARCEL 5 RIGHT OF WAY ACQUISITION  
SE 1/4 OF THE NE 1/4 SECTION 35, TOWNSHIP 51 N, RANGE 4 W, B.M.  
KOOTENAI COUNTY, IDAHO  
2018**



**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

**Parametrix**

ENGINEERING . PLANNING . ENVIRONMENTAL SCIENCES

7761 W RIVERSIDE DRIVE, SUITE 201 | BOISE, ID 83714  
P 208.898.0012  
WWW.PARAMETRIX.COM

**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**.

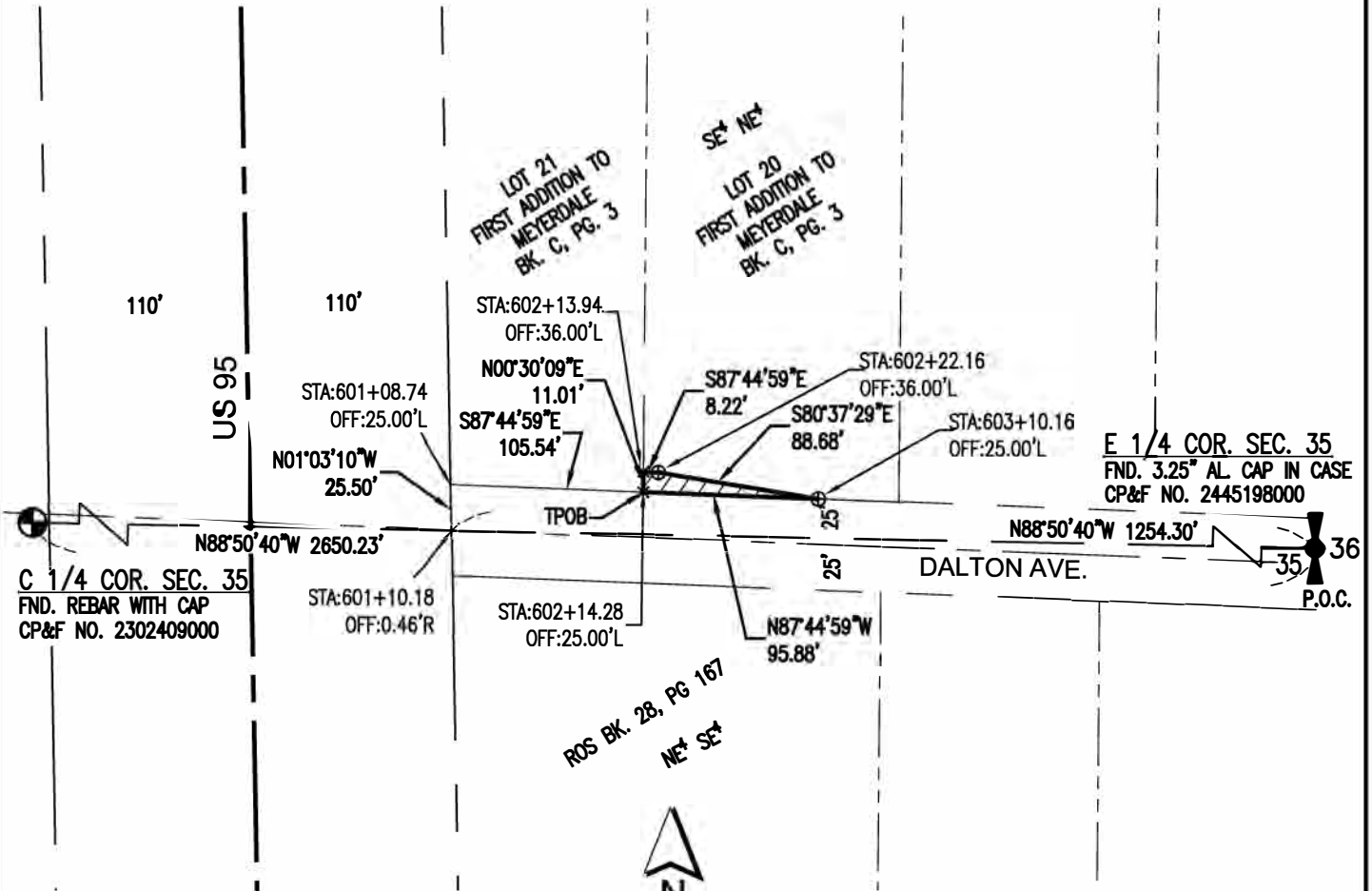
The above-described portion of land containing 573 square feet (0.013 acres), more or less.

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



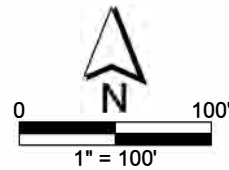


**US 95 N. CORRIDOR ACCESS IMPROVEMENTS  
PROJECT NO. A019(883)  
PARCEL 6 RIGHT OF WAY ACQUISITION  
SE 1/4 OF THE NE 1/4 SECTION 35, TOWNSHIP 51 N, RANGE 4 W, B.M.  
KOOTENAI COUNTY, IDAHO  
2018**



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



**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 = 573 SF (0.013 AC)



SHEET 2 OF 2

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

**Parametrix**  
ENGINEERING . PLANNING . ENVIRONMENTAL SCIENCES

---

7761 W RIVERSIDE DRIVE, SUITE 201 | BOISE, ID 83714  
P 208.898.0012  
WWW.PARAMETRIX.COM

**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**:

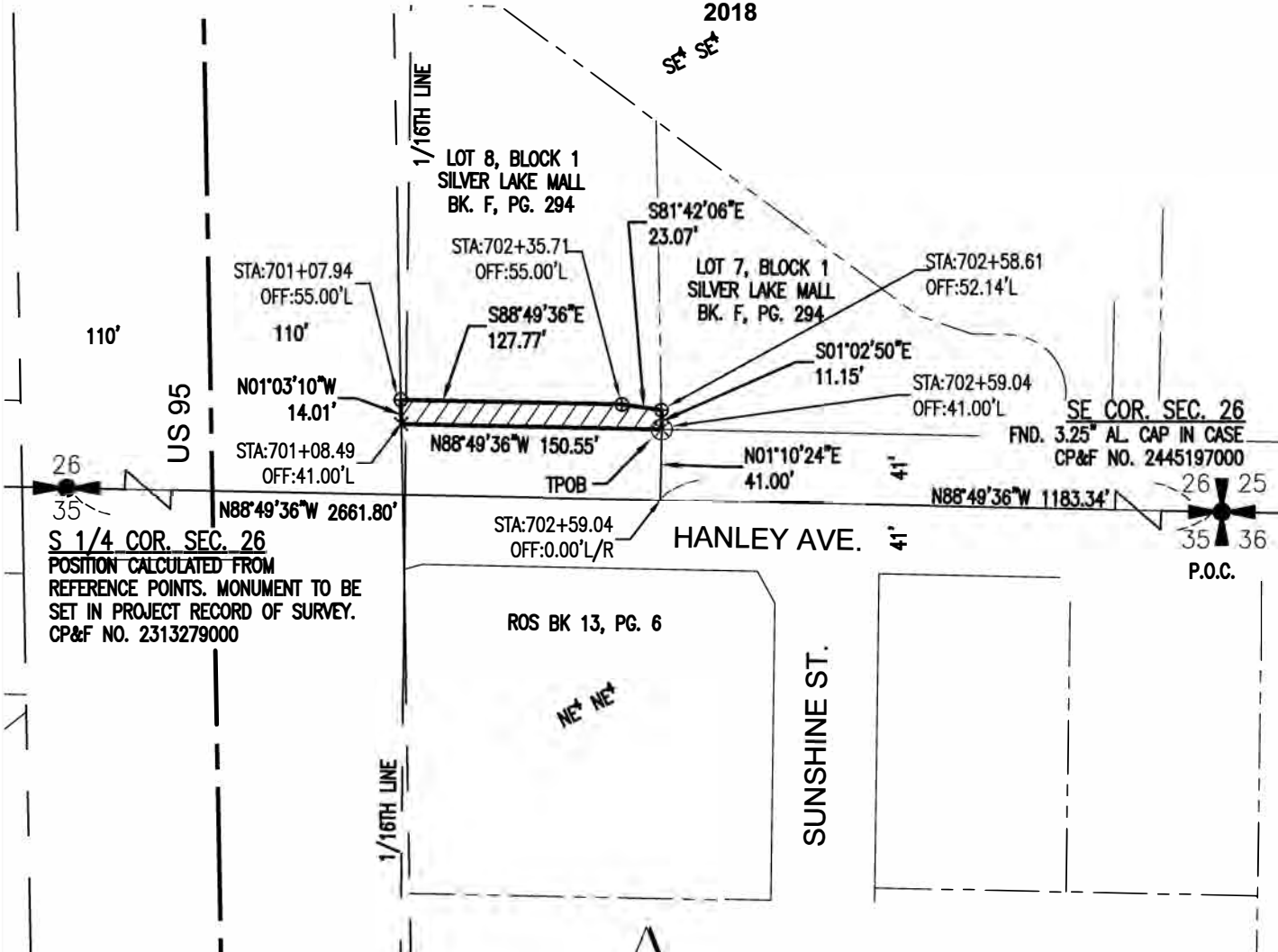
Thence North 88°49'36" West along the south line of said Lot 8 and said north line Hanley Ave. right of way a distance of 150.55 feet to the Southwest corner of said Lot 8 said point also being on the east line of the US 95 right of way 110 feet east of centerline at Project Station 701+08.49, 41.00 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

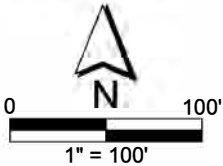


**US 95 N. CORRIDOR ACCESS IMPROVEMENTS  
PROJECT NO. A019(883)  
PARCEL 10 RIGHT OF WAY ACQUISITION  
SW OF THE SE 1/4, SE 1/4 OF THE SE 1/4 SECTION 26, TOWNSHIP 51 N, RANGE 4 W,  
B.M.  
KOOTENAI COUNTY, IDAHO  
2018**



**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\"/>



SHEET 2 OF 2

US-95, N. CORRIDOR ACCESS IMPROVEMENTS

PARCEL NO. 10

DATE: MAY 2018

**Parametrix**

ENGINEERING . PLANNING . ENVIRONMENTAL SCIENCES

7761 W RIVERSIDE DRIVE, SUITE 201 | BOISE, ID 83714  
P 208.898.0012  
WWW.PARAMETRIX.COM

**EXHIBIT H**  
**Parcel 11**

RECORD AT THE REQUEST OF THE STATE OF IDAHO  
FEE EXEMPT – I.C. 67-2301

Page **13** of **19**

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**:

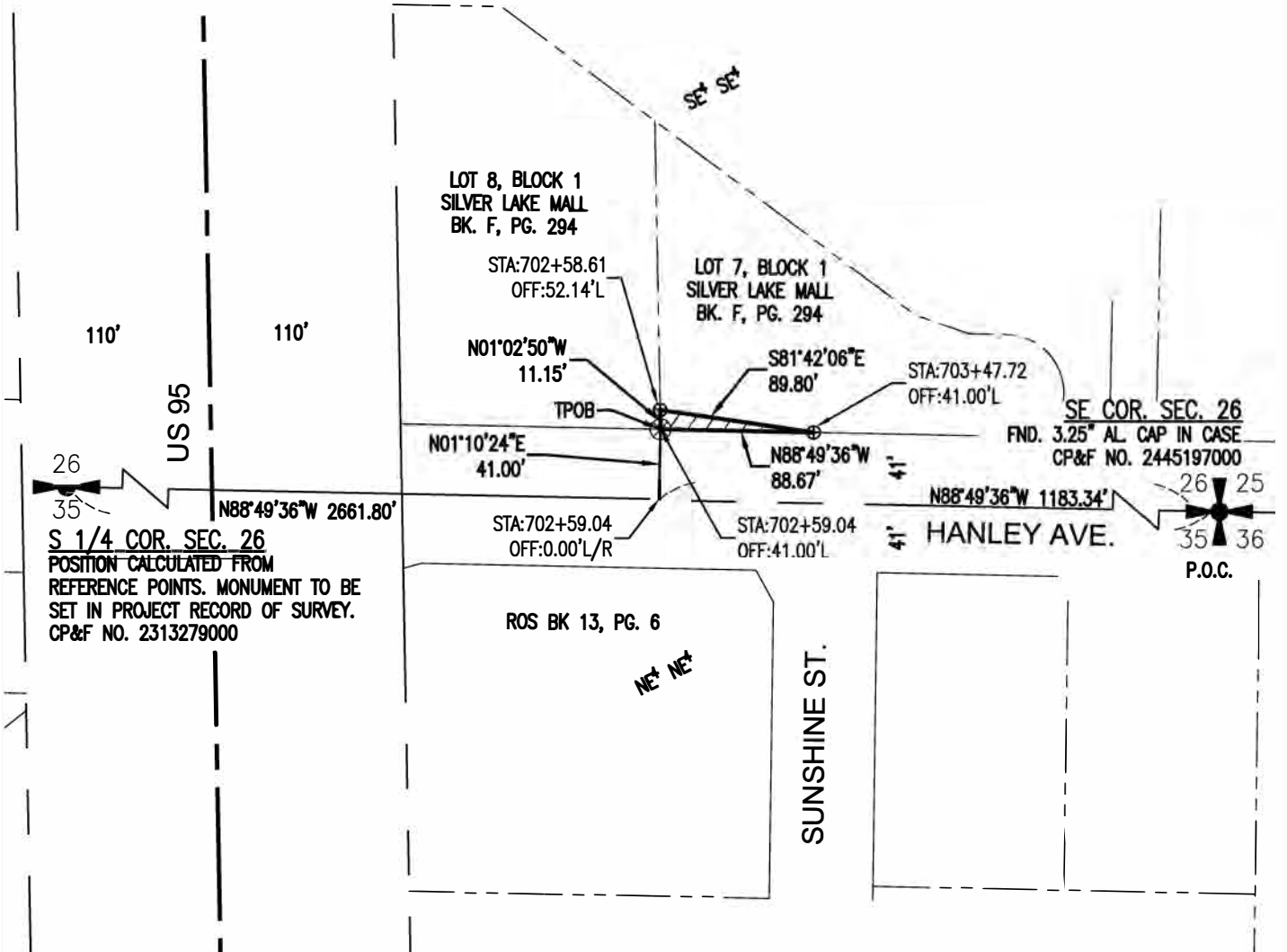
Thence North 01°02'50" West along the west line of said Lot 7 a distance of 11.15 feet at Station 702+58.61, 52.14 feet left; Thence leaving said west line South 81°42'06" East a distance of 89.80 feet to a point on the south line of said Lot 7 and said north line of Hanley Ave right of way at Project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

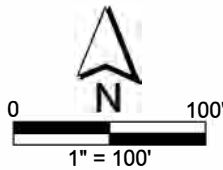


**US 95 N. CORRIDOR ACCESS IMPROVEMENTS  
PROJECT NO. A019(883)  
PARCEL 11 RIGHT OF WAY ACQUISITION  
SE 1/4 OF THE SE 1/4 SECTION 26, TOWNSHIP 51 N, RANGE 4 W, B.M.  
KOOTENAI COUNTY, IDAHO  
2018**



**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

**Parametrix**

ENGINEERING . PLANNING . ENVIRONMENTAL SCIENCES

7761 W RIVERSIDE DRIVE, SUITE 201 | BOISE, ID 83714  
P 208.898.0012  
WWW.PARAMETRIX.COM

**EXHIBIT I**  
**Parcel 12**

RECORD AT THE REQUEST OF THE STATE OF IDAHO  
FEE EXEMPT – I.C. 67-2301

Page **14** of **19**



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 1<sup>st</sup> 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**:

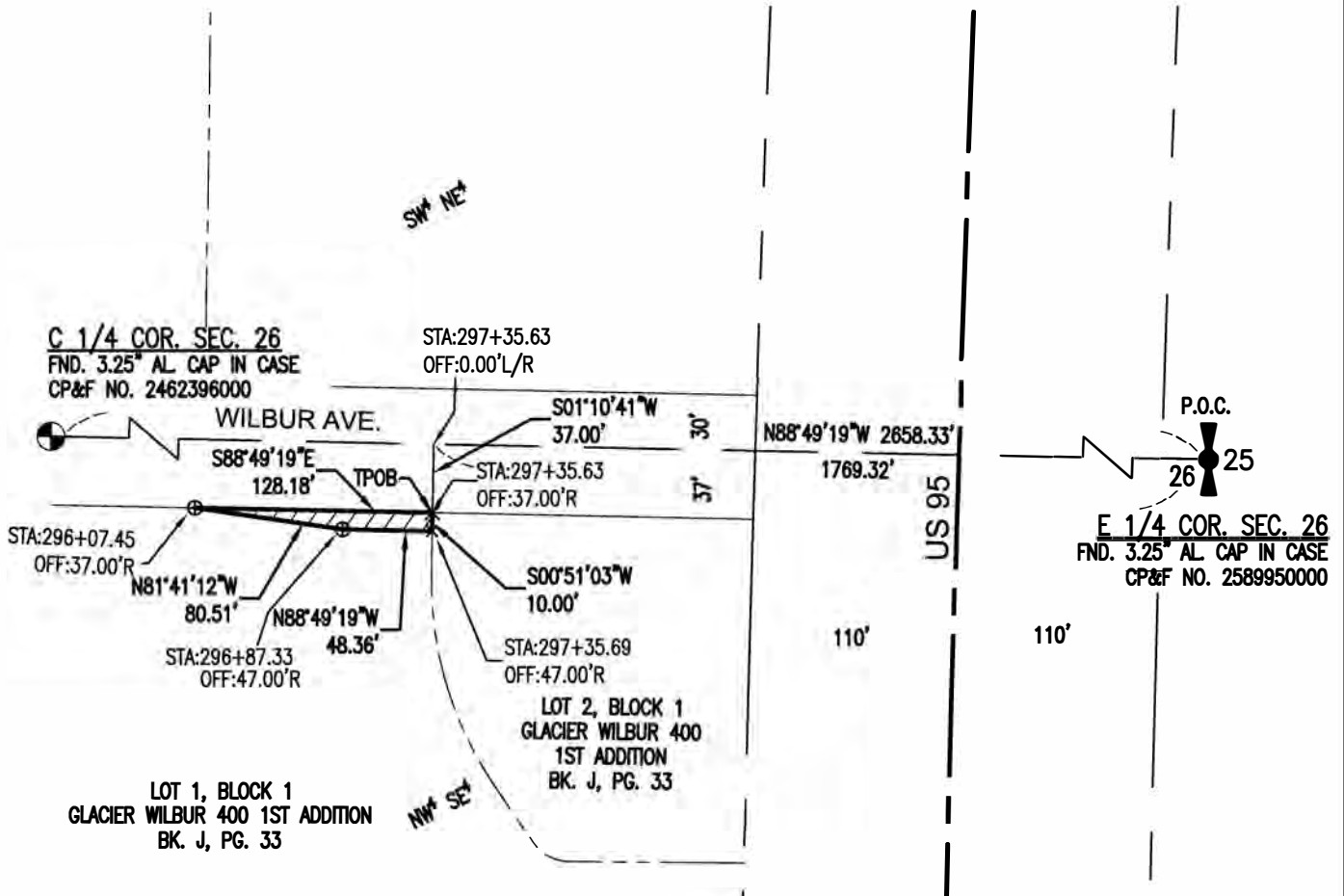
Thence South 00°51'03" West along the east line of said Lot 1 a distance of 10.00 feet at Project Station 297+35.69, 47.00 feet right; Thence leaving said east line North 88°49'19" West a distance of 48.36 feet at Project Station 296+87.33, 47.00 feet right; Thence North 81°41'12" West a distance of 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

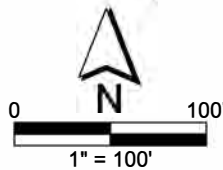


**US 95 N. CORRIDOR ACCESS IMPROVEMENTS  
PROJECT NO. A019(883)  
PARCEL 12 RIGHT OF WAY ACQUISITION  
NW 1/4 OF THE SE 1/4 SECTION 26, TOWNSHIP 51 N, RANGE 4 W, B.M.  
KOOTENAI COUNTY, IDAHO  
2018**



**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

**Parametrix**

ENGINEERING . PLANNING . ENVIRONMENTAL SCIENCES

7761 W RIVERSIDE DRIVE, SUITE 201 | BOISE, ID 83714  
P 208.898.0012  
WWW.PARAMETRIX.COM

**EXHIBIT J**  
**Parcel 13**

RECORD AT THE REQUEST OF THE STATE OF IDAHO  
FEE EXEMPT – I.C. 67-2301

Page **15** of **19**

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 1<sup>st</sup> 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**:

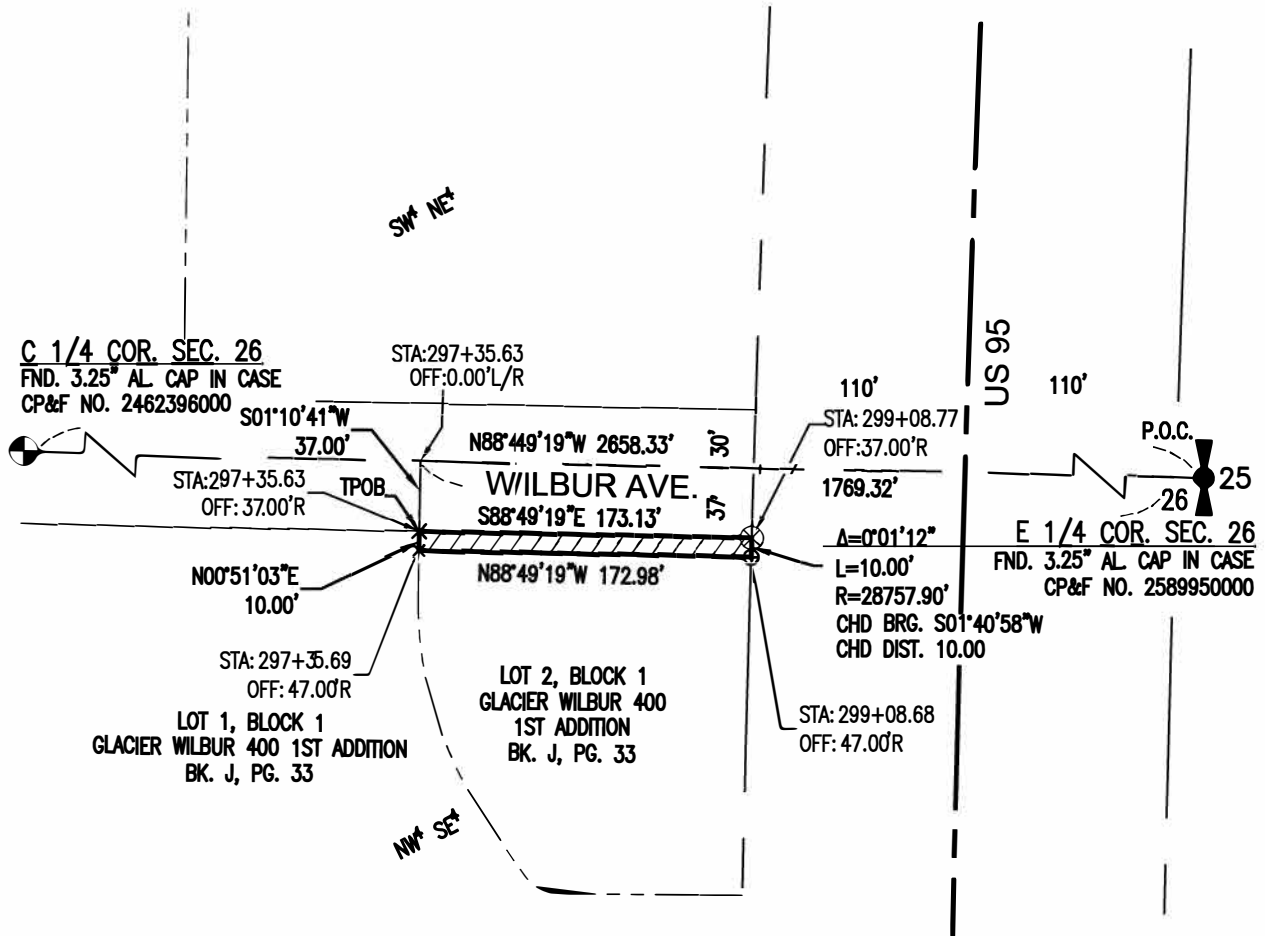
Thence South 88°49'19" East along the north line of said Lot 2 and said south line of Wilbur Ave. right of way a distance of 173.13 feet to a point on the east line of said Lot 2 said line also being the west line of the US 95 right of way 110 feet west of centerline at Project Station 299+08.77, 37.00 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

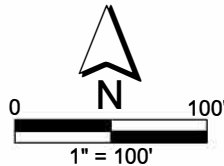


**US 95 N. CORRIDOR ACCESS IMPROVEMENTS  
PROJECT NO. A019(883)  
PARCEL 13 RIGHT OF WAY ACQUISITION  
NW 1/4 OF THE SE 1/4 SECTION 26, TOWNSHIP 51 N, RANGE 4 W, B.M.  
KOOTENAI COUNTY, IDAHO  
2018**



**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**

ENGINEERING . PLANNING . ENVIRONMENTAL SCIENCES

7761 W RIVERSIDE DRIVE, SUITE 201 | BOISE, ID 83714  
P 208.898.0012  
WWW.PARAMETRIX.COM

**EXHIBIT K**  
**Parcel 15**

RECORD AT THE REQUEST OF THE STATE OF IDAHO  
FEE EXEMPT – I.C. 67-2301

Page **16** of **19**

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**:

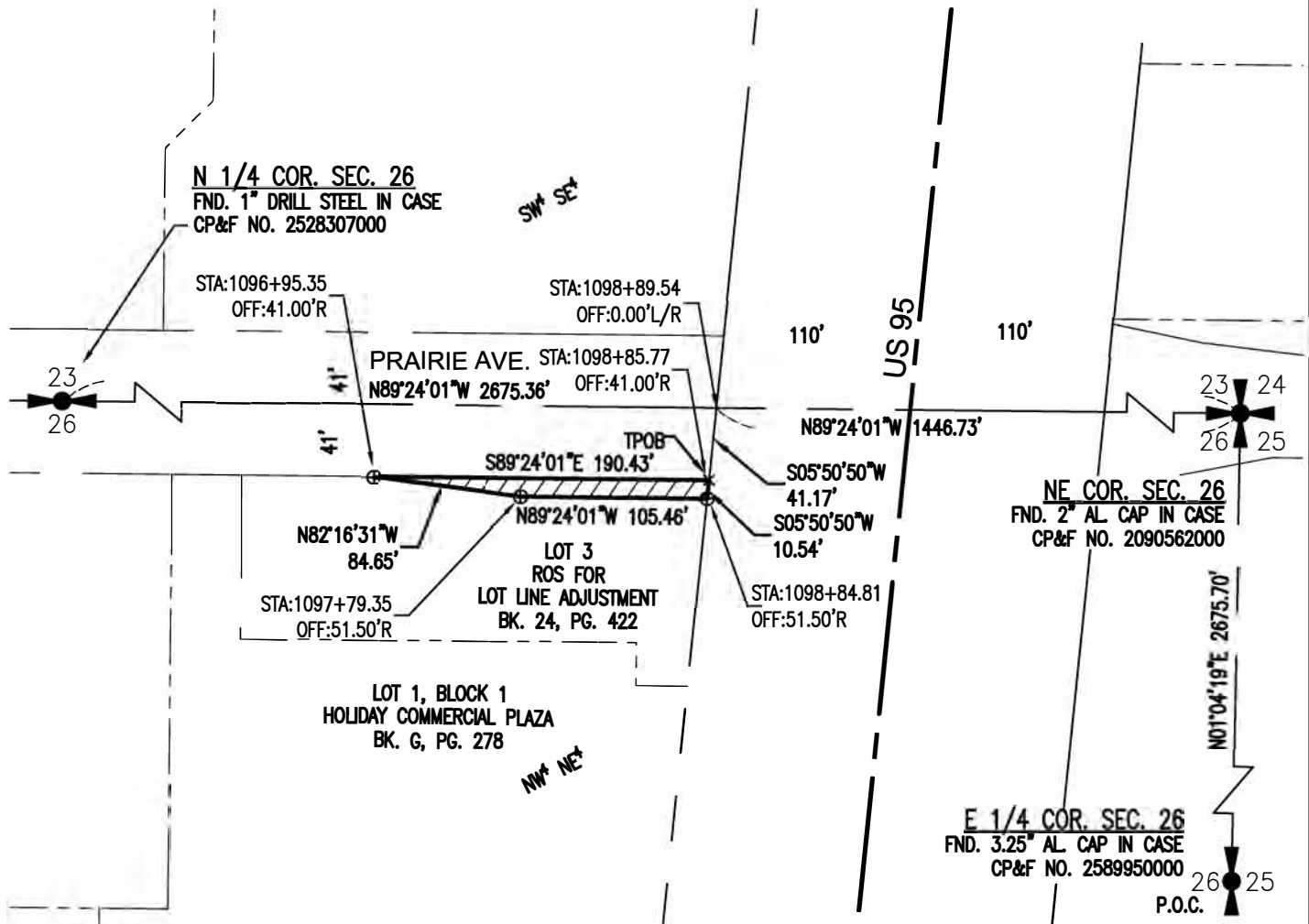
Thence continuing West along the east line of said Lot 1, said Parcel 3 and said west line of the US 95 right of way South 05°50'50" West a distance of 10.54 feet at Project Station 1098+84.81, 51.50 feet right; Thence leaving said east line North 89°24'01" West a distance of 105.46 feet at Project Station 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.

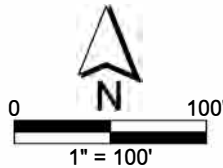


**US 95 N. CORRIDOR ACCESS IMPROVEMENTS  
PROJECT NO. A019(883)  
PARCEL 15 RIGHT OF WAY ACQUISITION  
NW 1/4 OF THE NE 1/4 SECTION 26, TOWNSHIP 51 N, RANGE 4 W, B.M.  
KOOTENAI COUNTY, IDAHO  
2018**



**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**

ENGINEERING . PLANNING . ENVIRONMENTAL SCIENCES

7761 W RIVERSIDE DRIVE, SUITE 201 | BOISE, ID 83714  
P 208.898.0012  
WWW.PARAMETRIX.COM



**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 (SE¼NE¼) and the Northeast Quarter of the Southeast Quarter (NE¼SE¼) 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 3½ 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.

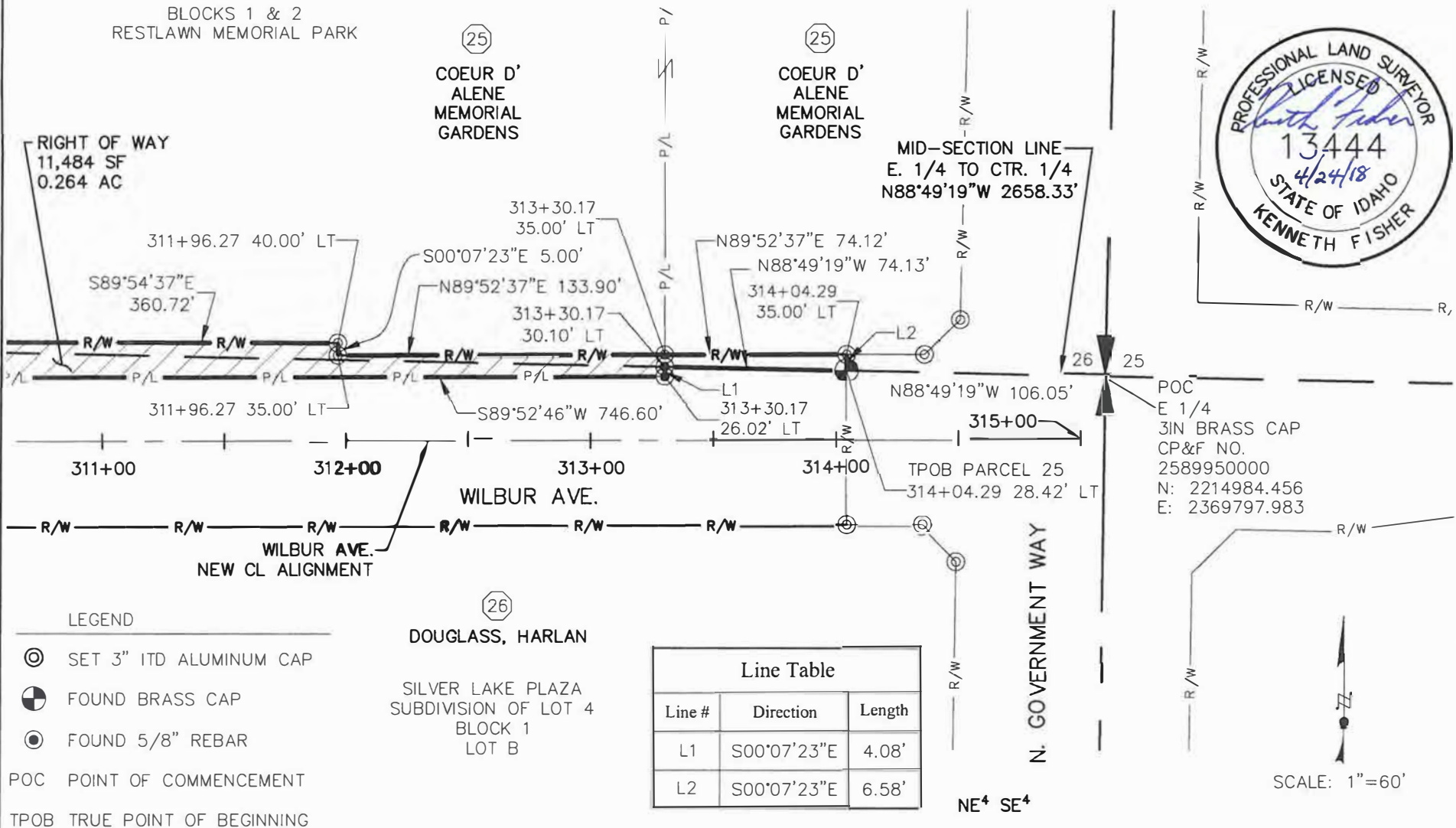


T. 51 N., R. 4 W., B.M.  
SECTION 26

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

SCALE: 1"=60'

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'

**WELCH-COMER**  
ENGINEERS | SURVEYORS

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

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

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.

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.:	<b>3 OF 4</b>

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

SE<sup>4</sup> NE<sup>4</sup>

(25)

COEUR D'ALENE  
MEMORIAL  
GARDENS

FIRST ADDITION TO  
RESTLAWN MEMORIAL PARK

RIGHT OF WAY  
11,484 SF  
0.264 AC

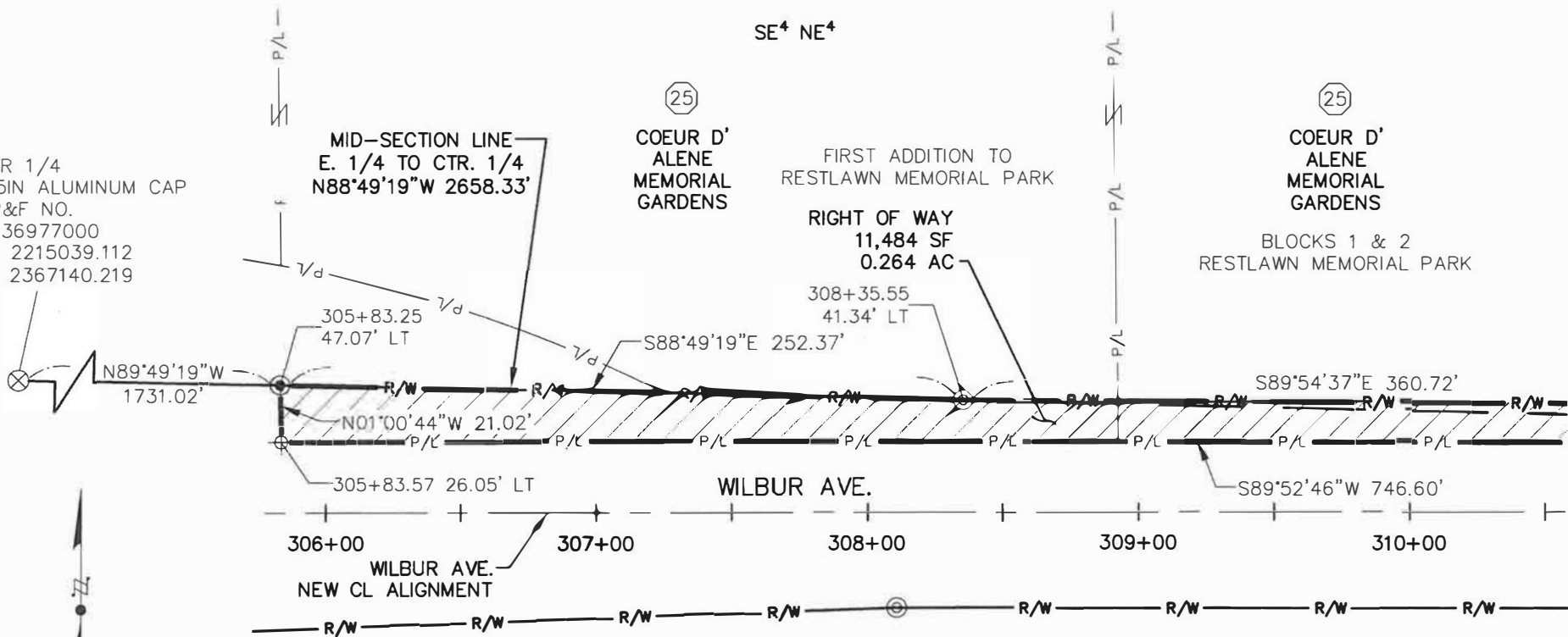
(25)

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

(26)  
DOUGLASS, HARLAN

NE<sup>4</sup> SE<sup>4</sup>



**WELCH-COMER**  
ENGINEERS | SURVEYORS

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

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

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.

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 3½ 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.



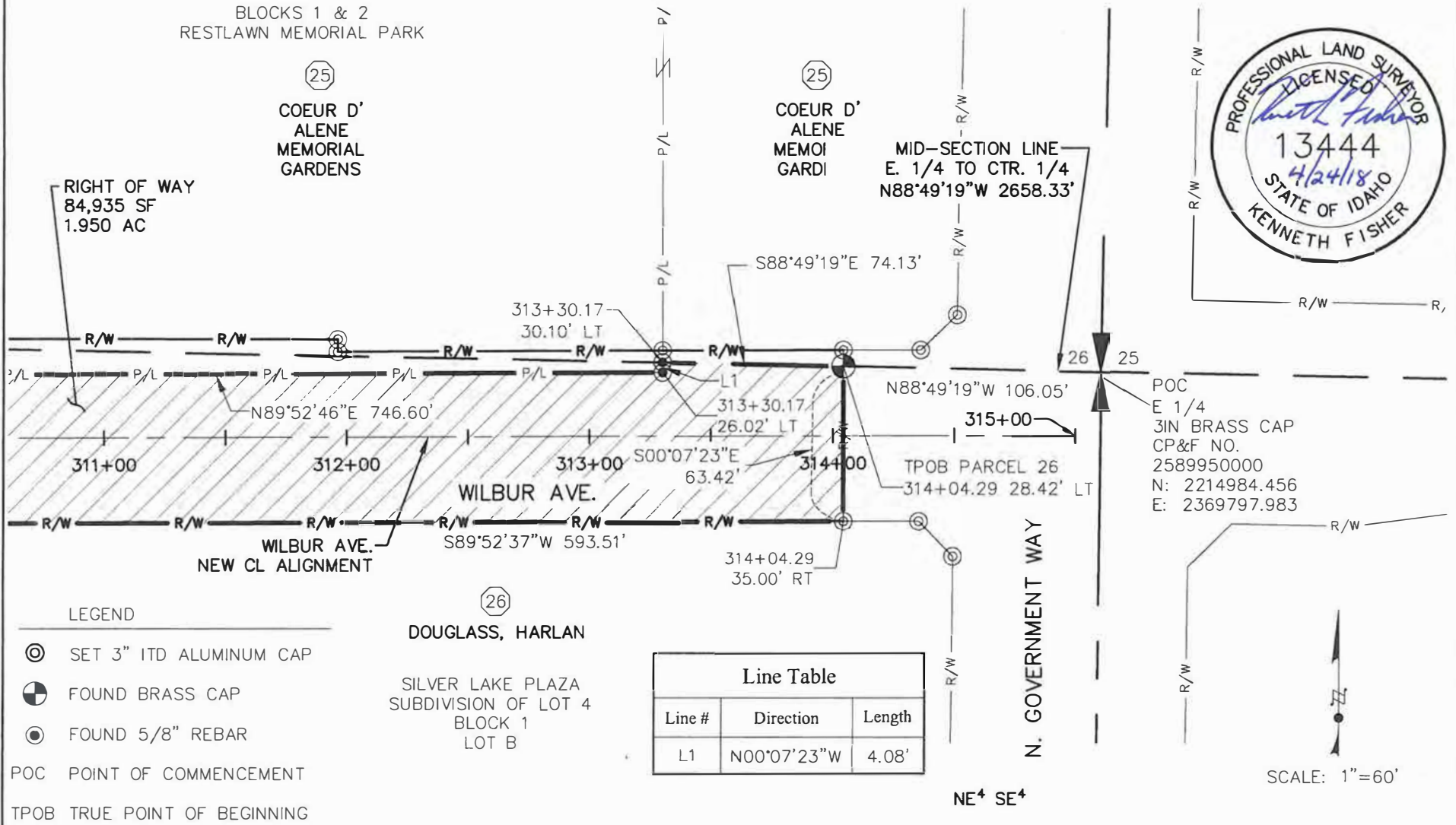


T. 51 N., R. 4 W., B.M.  
SECTION 26

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

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.

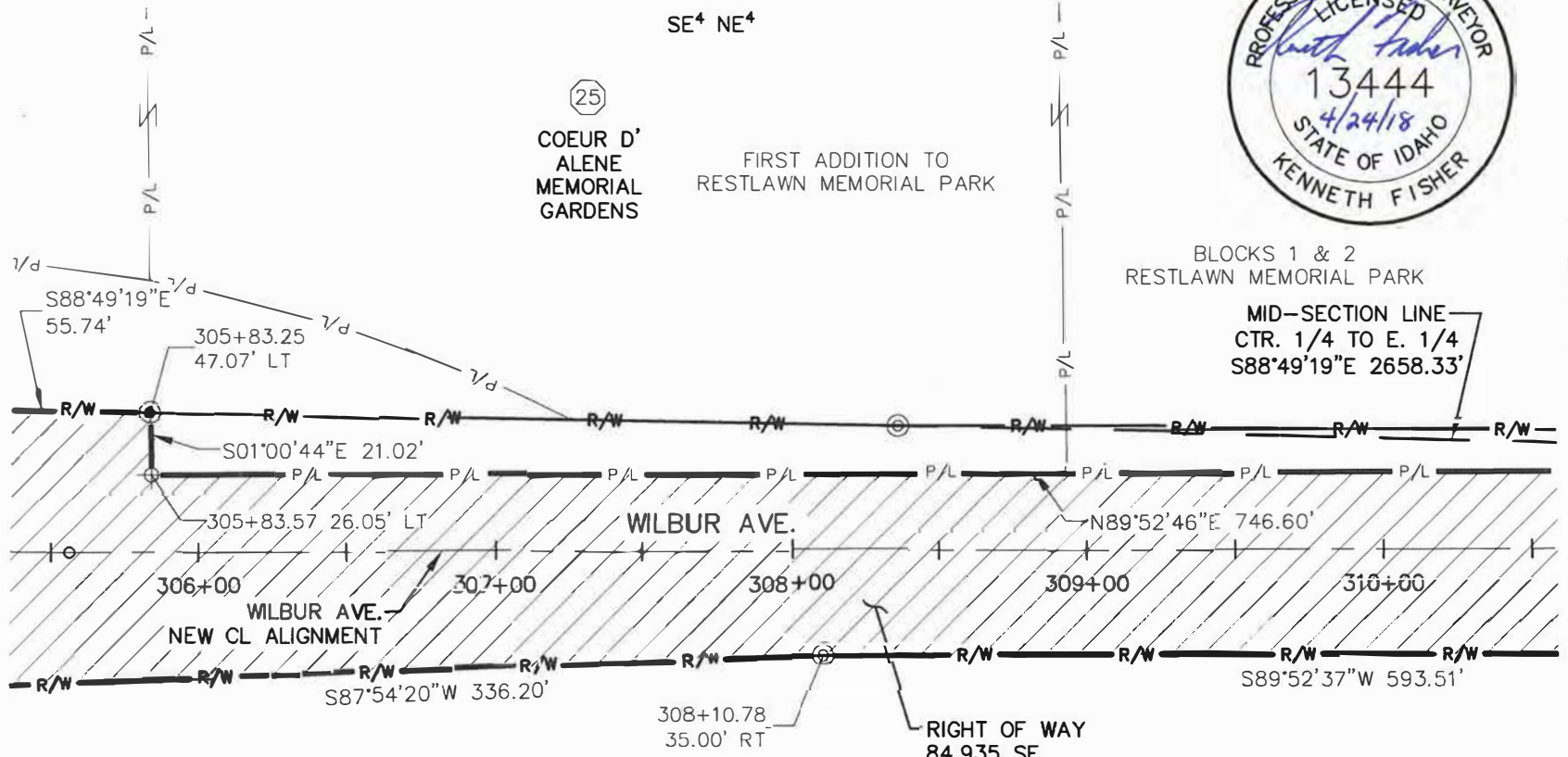
EXHIBIT A  
PARCEL 50669 - P26  
WILBUR AVENUE  
RIGHT-OF-WAY

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



SCALE: 1"=60'



LEGEND

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

**WELCH-COMER**  
ENGINEERS | SURVEYORS

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

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

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.

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.:	<b>4 OF 5</b>

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'

LEGEND

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

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.

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;

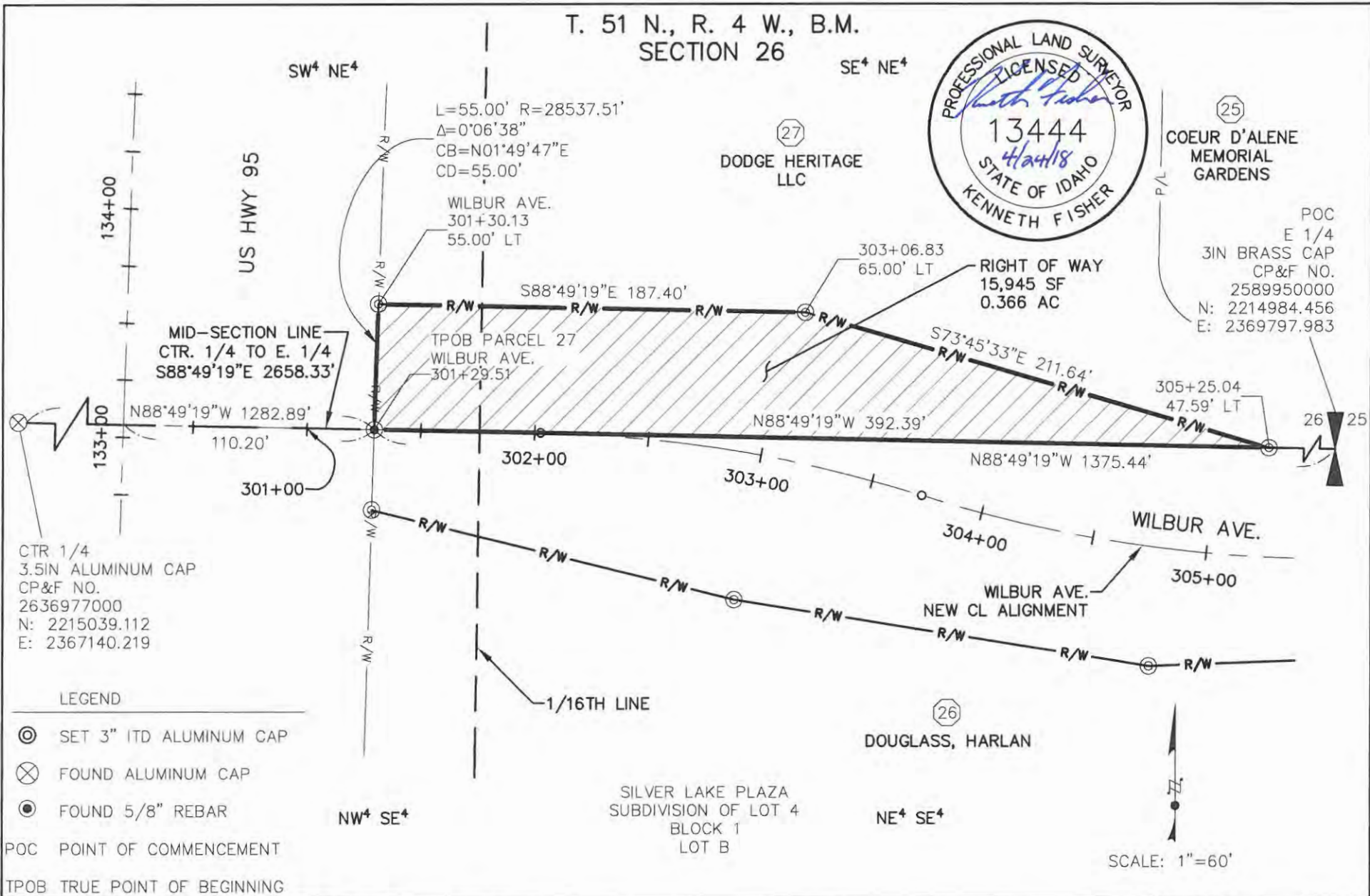
Thence along said mid-section line, North 88° 49' 19" West, 392.39 feet to the **TRUE POINT OF BEGINNING**.

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



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

LEGEND

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

POC POINT OF COMMENCEMENT

TPOB TRUE POINT OF BEGINNING



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

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

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.

EXHIBIT A  
PARCEL 50670 - P27  
WILBUR AVENUE  
RIGHT-OF-WAY

PROJECT NO.: KN19883  
DESIGNED BY: KAF  
DRAWN BY: KAF  
DWG NAME: 41295EX01.DWG  
DATE: 4-24-18  
SHEET NO: **2 OF 2**

OTHER BUSINESS

**CITY COUNCIL  
STAFF REPORT**

**DATE:** FEBRUARY 4, 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***



***January 27, 2025***

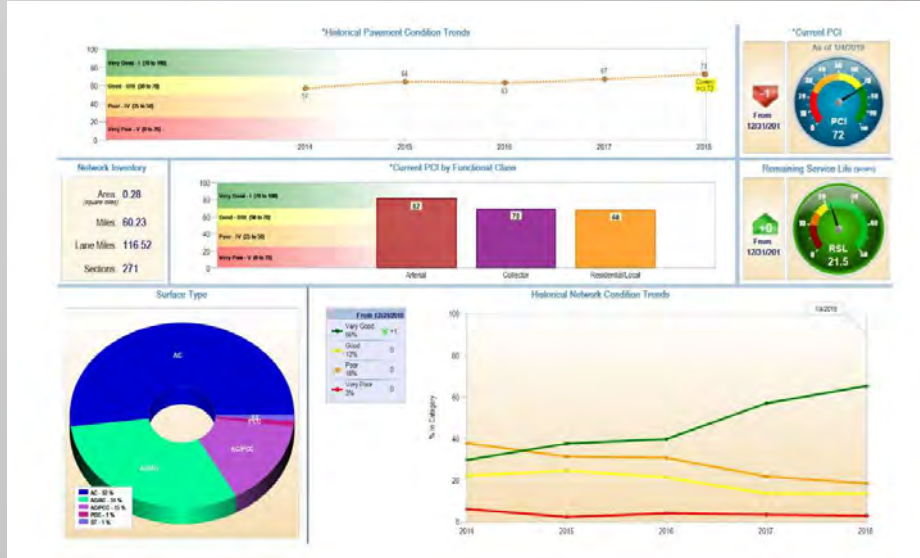
1

# ***Pavement Management System Review***



2

## Pavement Management System Review



3

## Pavement Management System Review

Questions?

4

RESOLUTION NO. 25-005

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH J-U-B ENGINEERS, INC. FOR A PAVEMENT MANAGEMENT SYSTEM REVIEW, IN AMOUNT NOT TO EXCEED \$15,7000.00.

WHEREAS, the City Engineer of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a Professional Services Agreement with J-U-B Engineers, Inc., for a pavement management system review pursuant to terms and conditions set forth in said Professional Services Agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to enter into such Professional Services Agreement.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a Professional Services Agreement with J-U-B Engineers, Inc., for a Pavement Management System review in amount not to exceed \$15,700.00, in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said Professional Services Agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 4<sup>th</sup> day of February, 2025.

\_\_\_\_\_  
Woody McEvers, Mayor

ATTEST:

\_\_\_\_\_  
Renata McLeod, City Clerk

Motion by \_\_\_\_\_, Seconded by \_\_\_\_\_, to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GABRIEL Voted

COUNCIL MEMBER WOOD Voted

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.

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

THIS Professional Services Agreement is made and entered into this 4th day of February, 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**."

W I T N E S S E T H:

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 10<sup>th</sup> 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
<b>Total:</b>			<b>\$15,700</b>	

*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)

**CITY COUNCIL  
STAFF REPORT**

**DATE:** FEBRUARY 04, 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** 03/04 Rev. 01/16

Key Number: \_\_\_\_\_ Date of Inspection: \_\_\_\_\_ Inspected By: \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ Highway: \_\_\_\_\_ Milepost: \_\_\_\_\_

**COMPLIANT**  
 Yes\*  No (Provide Technical Infeasibility Reason & Explanation: \_\_\_\_\_)

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

**\*Ramp Details (enter measurements)**

Measurement	Ramp Area 1	Ramp Area 2	Ramp Area 3	Ramp Area 4
(1) Ramp Slope (1:12)				
(2) Cross Slope (1:48)				
(3) Runway Slope (1:48)				
(4) Front Slope (1:12)				
(5) Rear Slope (1:12)				

**\*Landing (Turning Space)**

Width (W) minimum: \_\_\_\_\_ Length (L) minimum: \_\_\_\_\_

**\*Detectable Warning Surface**

Detectable Warning Length (DL) minimum: \_\_\_\_\_

Width of DL (W) minimum: \_\_\_\_\_

**\*Transition Details (enter measurements)**

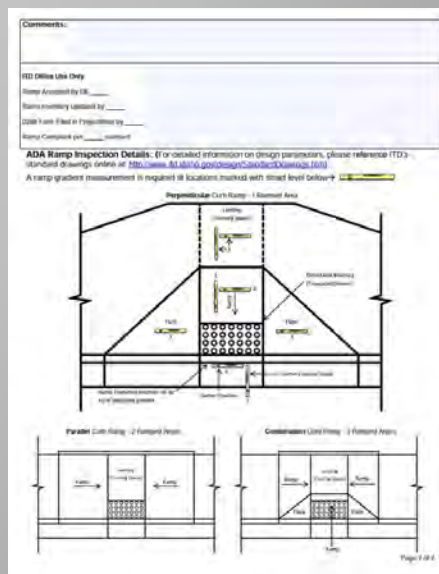
Height (H) maximum: \_\_\_\_\_

**Pedestrian Crossing Details**

Public Right-of-Way (PRW) within 15' to 20' of ramp:  Yes  No

Public Right-of-Way (PRW) within 15' of other space:  Yes  No

Overhead Clear Space:  Yes  No



8

***Pedestrian Ramp Evaluation***

Questions?

RESOLUTION NO. 25-006

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH HMH ENGINEERING, INC. FOR THE EVALUATION OF PEDESTRIAN RAMPS TO DETERMINE COMPLIANCE WITH THE ADA IN AN AMOUNT NOT TO EXCEED \$18,062.28.

WHEREAS, the City Engineer of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a Professional Services Agreement with HMH Engineering, Inc., for the evaluation of pedestrian ramps to determine compliance with the ADA in an amount not to exceed Eighteen Thousand Sixty-Two and 28/100 Dollars (\$18,062.28), pursuant to the terms and conditions set forth in said Professional Services Agreement, a copy of which is attached hereto as Exhibit "A" and by reference made a part hereof; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to enter into such Professional Services Agreement.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a Professional Services Agreement for the evaluation of pedestrian ramps for compliance with the ADA in an amount not to exceed \$18,062.28 with HMH Engineering, Inc., in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said Professional Services Agreement to the extent the substantive provisions of the agreement remain intact.

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

DATED this 4<sup>th</sup> day of February, 2025.

---

Woody McEvers, Mayor

ATTEST:

---

Renata McLeod, City Clerk

Motion by \_\_\_\_\_, Seconded by \_\_\_\_\_, to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER WOOD Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER GABRIEL Voted

COUNCIL MEMBER ENGLISH Voted

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.

**PROFESSIONAL SERVICES AGREEMENT**  
**For**  
**COEUR D’ALENE PEDESTRIAN RAMP EVALUATION**

THIS Professional Services Agreement is made and entered into this 4<sup>th</sup> day of February, 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 ENGINEERING, 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 10<sup>th</sup> 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 ENGINEERING, 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:

- 22<sup>nd</sup> 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.

**CITY COUNCIL  
STAFF REPORT**

**DATE:** February 4, 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***

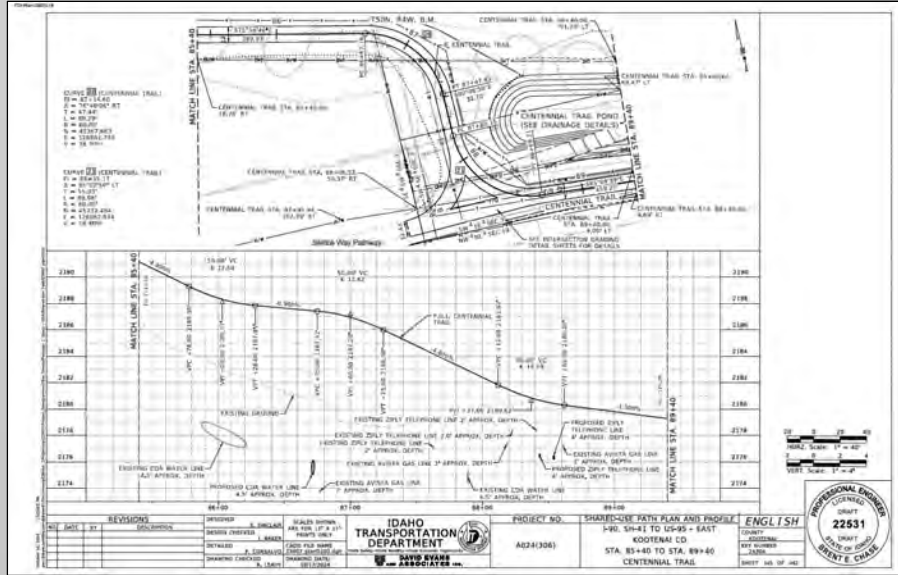
10

***Centennial Trail Cooperative Agreement***



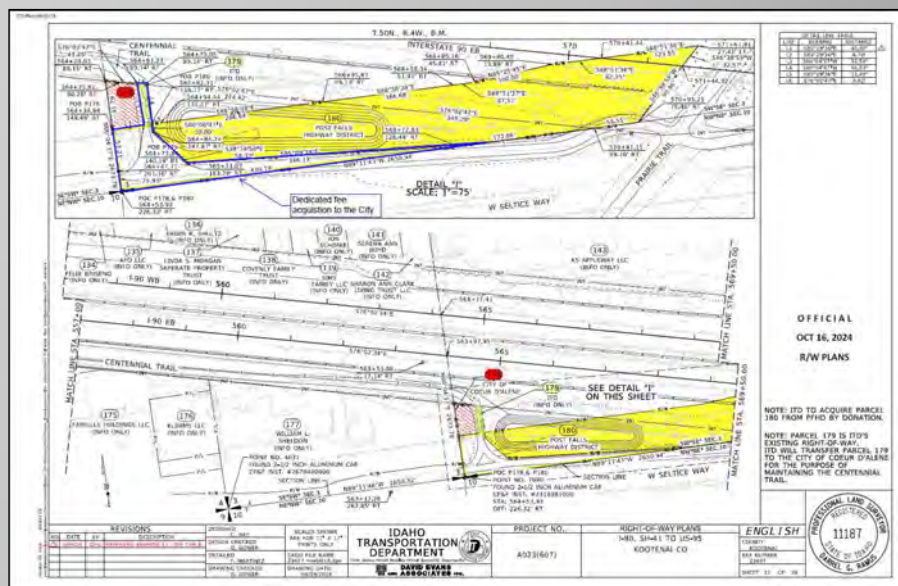
11

# Centennial Trail Cooperative Agreement



12

# Centennial Trail Cooperative Agreement



13

***Centennial Trail Cooperative Agreement***

Questions?



RESOLUTION NO. 25-007

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A COOPERATIVE AGREEMENT WITH THE IDAHO TRANSPORTATION DEPARTMENT FOR REALIGNMENT OF THE CENTENNIAL TRAIL WITHIN PROJECT NO. A024(306) I-90, SH-41 TO US-95.

WHEREAS, the City Engineer of the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a Cooperative Agreement with the Idaho Transportation Department for realignment of the Centennial Trail within Project No. A024(306) I-90 to US-95, pursuant to terms and conditions set forth in an Agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to enter into such Agreement.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a Cooperative Agreement with the Idaho Transportation Department for realignment of the Centennial Trail within Project No. A024(306) I-90, SH-41 to US-95, in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said Agreement to the extent the substantive provisions of the Agreement remain intact.

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

DATED this 4<sup>th</sup> day of February, 2025.

\_\_\_\_\_  
Woody McEvers, Mayor

ATTEST:

\_\_\_\_\_  
Renata McLeod, City Clerk

Motion by \_\_\_\_\_, Seconded by \_\_\_\_\_, to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER GABRIEL Voted

COUNCIL MEMBER WOOD Voted

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.

**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](mailto:cbosley@cdaid.org), and Monte McCully, [mmccully@cdaid.org](mailto: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](mailto: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](mailto: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 4th day of February, 2025.

**ATTEST:**

**CITY OF COEUR D'ALENE**

\_\_\_\_\_  
City Clerk, Renata McLeod

\_\_\_\_\_  
Mayor, Woody McEvers

(SEAL)

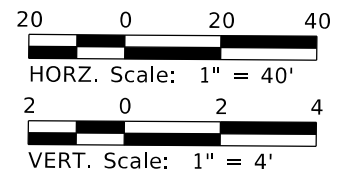
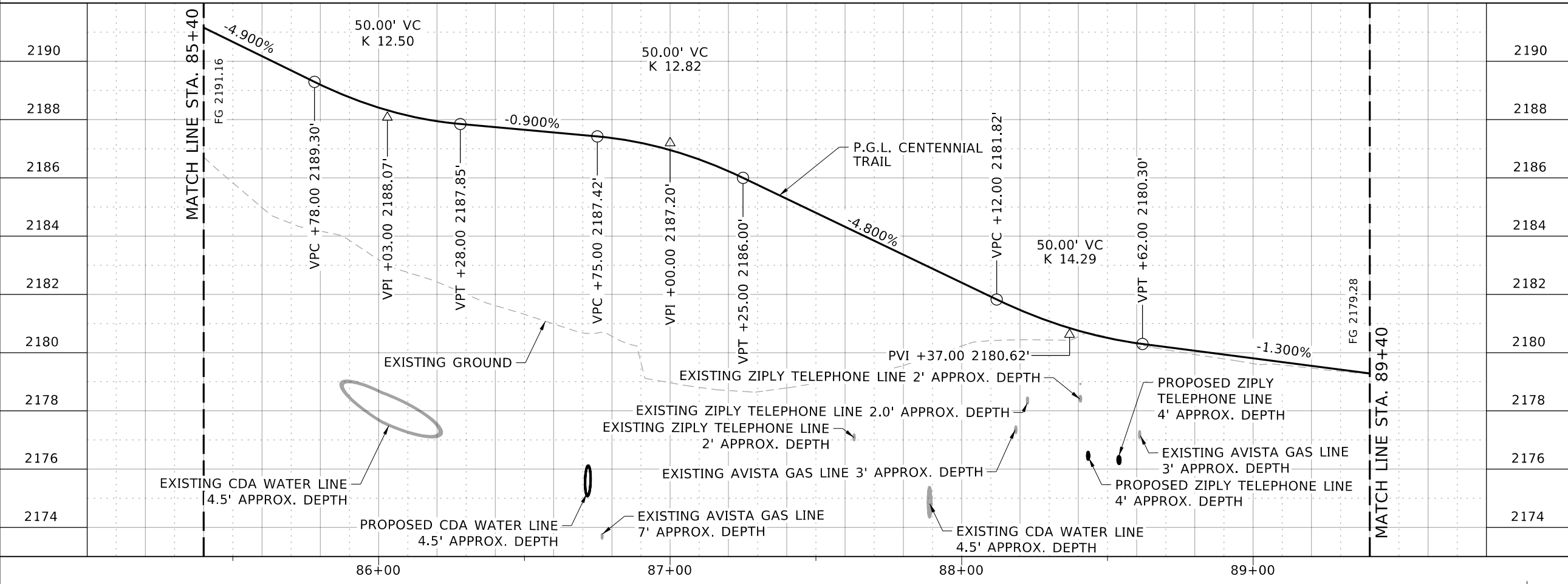
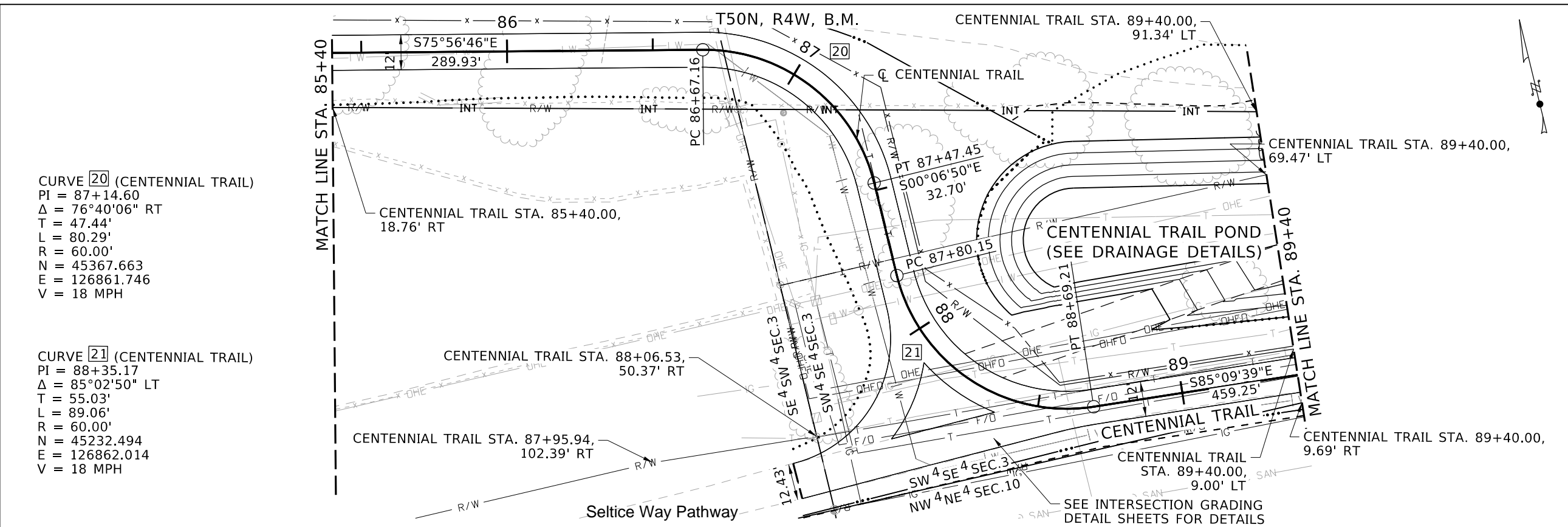
By regular meeting on

February 4, 2025

cs: 24306

**Exhibit A**  
Centennial Trail Realignment

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



REVISIONS			
NO.	DATE	BY	DESCRIPTION

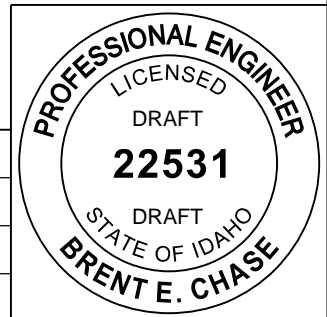
DESIGNED	S. SINCLAIR	SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY
DESIGN CHECKED	J. BAKER	
DETAILED	P. CONSALVO	CADD FILE NAME 23607_planD102.dgn
DRAWING CHECKED	R. LEAHY	DRAWING DATE: 10/17/2024

**IDAHO TRANSPORTATION DEPARTMENT**  
 YOUR Safety → YOUR Mobility → YOUR Economic Opportunity  
  
**DAVID EVANS AND ASSOCIATES INC.**

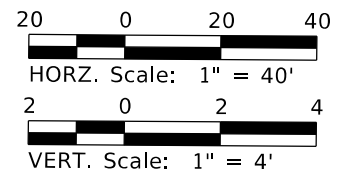
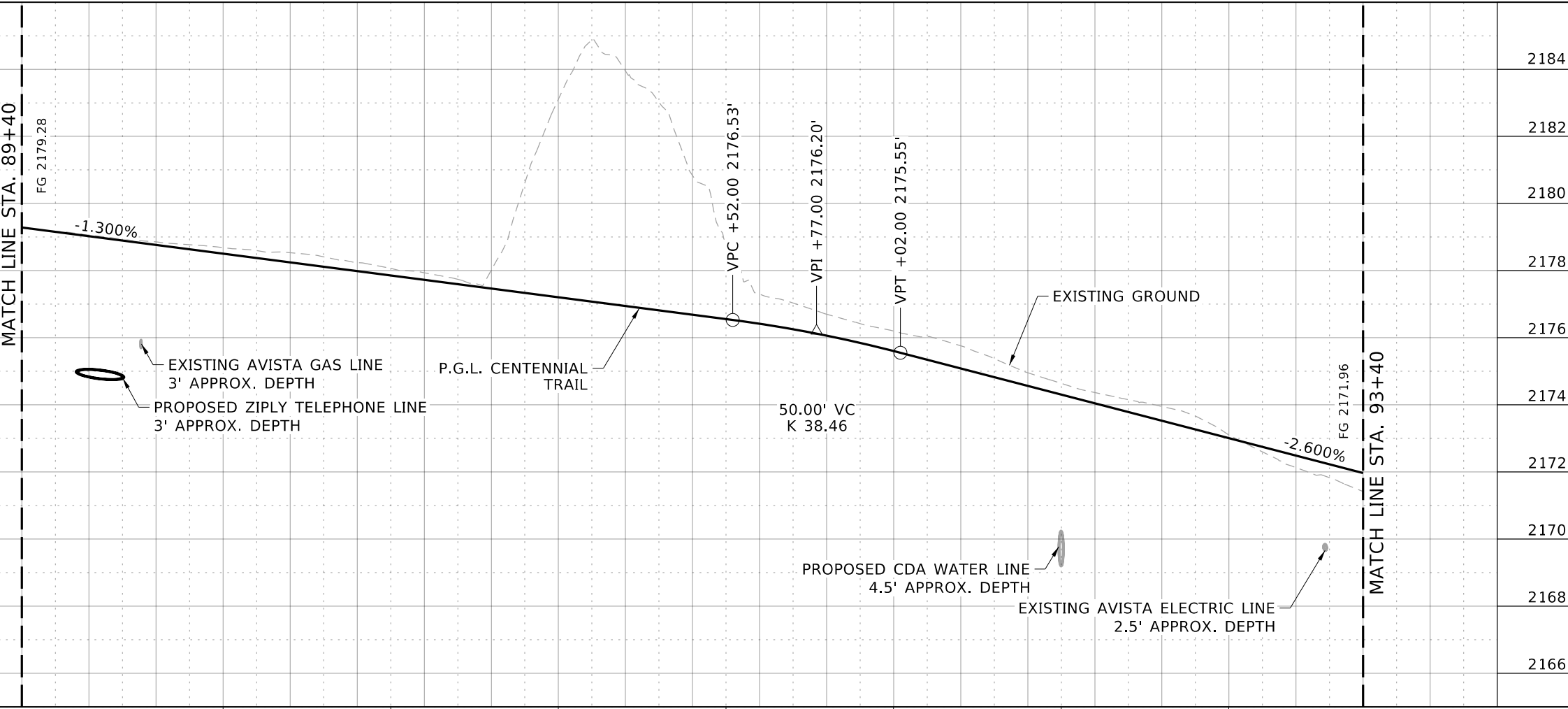
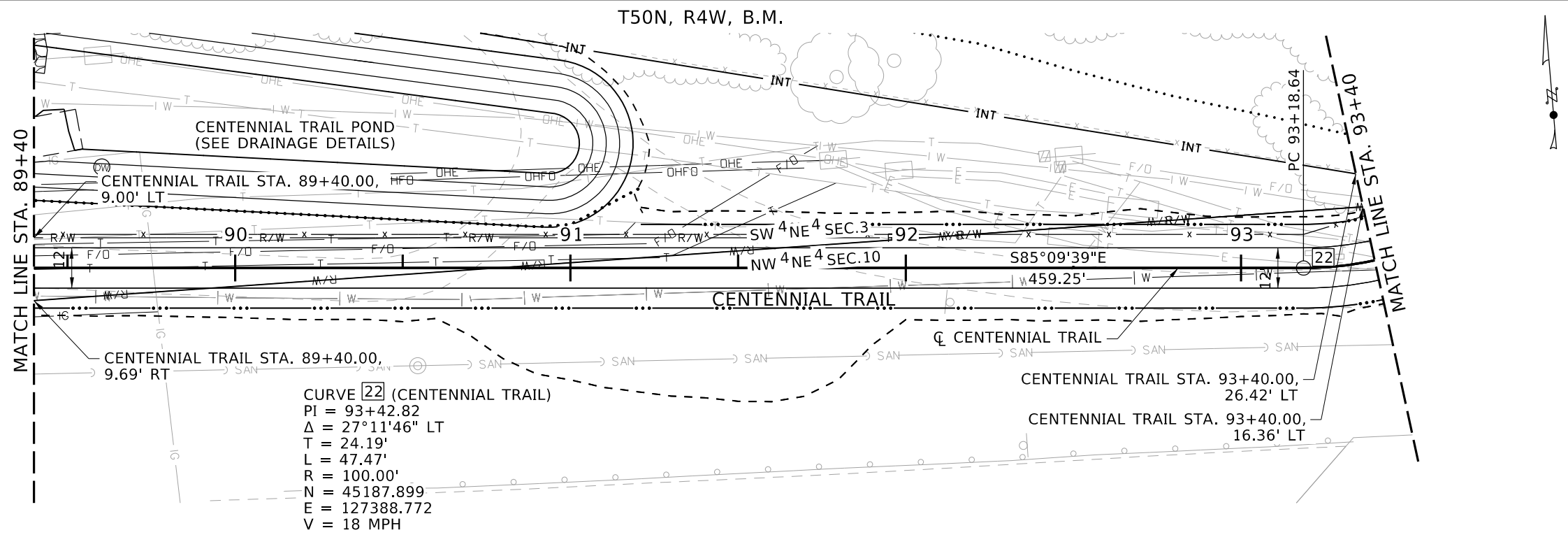
PROJECT NO. A024(306)

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 11:35:26 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**

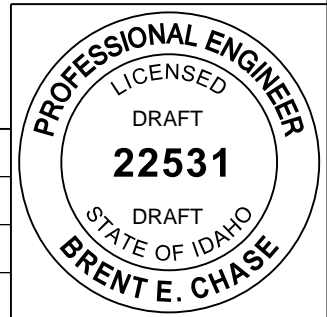
YOUR Safety → YOUR Mobility → YOUR Economic Opportunity

**DAVID EVANS AND ASSOCIATES INC.**

PROJECT NO. A024(306)

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	
DETAILED I. WASHBURN	CADD FILE NAME 23607_omapD006.dgn
DRAWING CHECKED D. GOWER	DRAWING DATE: 06/24/2024

**IDAHO TRANSPORTATION DEPARTMENT**

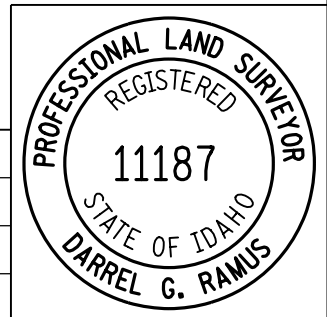
YOUR Safety→YOUR Mobility→YOUR Economic Opportunity

**DAVID EVANS AND ASSOCIATES INC.**

PROJECT NO.	A023(607)
-------------	-----------

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

<b>ENGLISH</b>
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

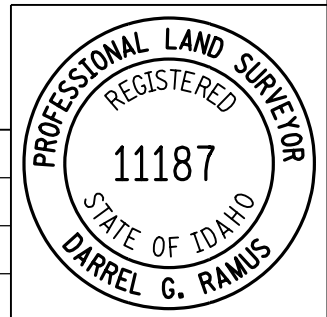
**DAVID EVANS  
AND ASSOCIATES INC.**



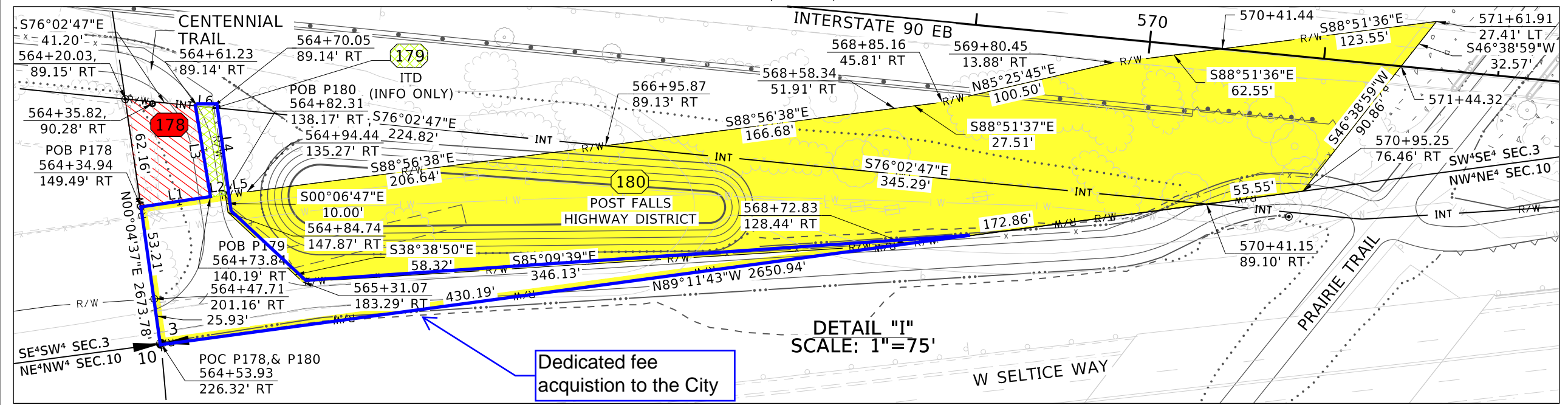
PROJECT NO.  
  
A023(607)

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

**ENGLISH**  
COUNTY  
KOOTENAI  
KEY NUMBER  
23607  
SHEET 11 OF 39



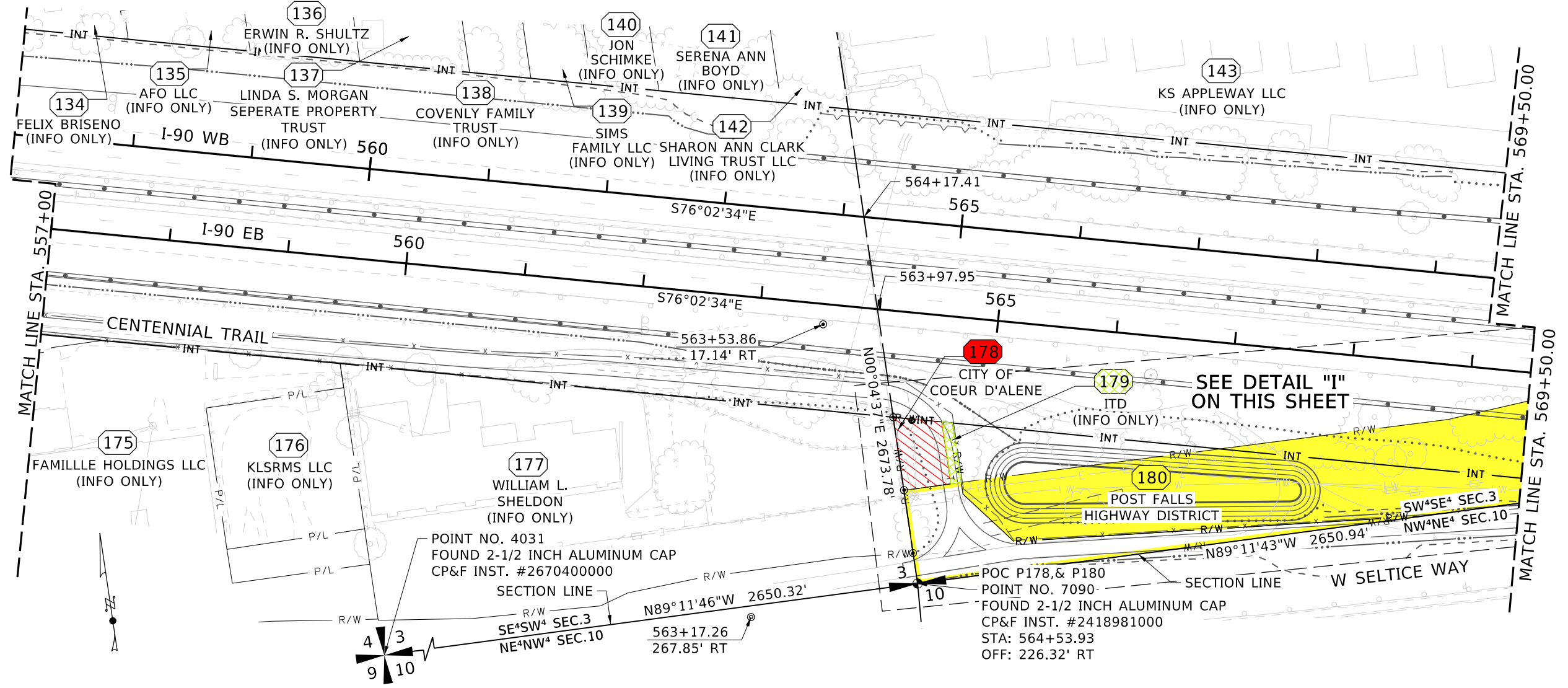
T.50N., R.4W., B.M.



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



SEE DETAIL "I" ON THIS SHEET

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

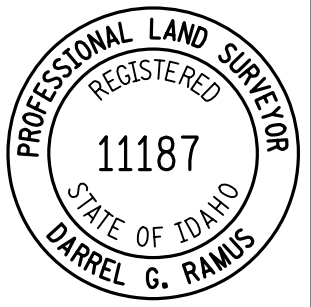
IDAHO  
TRANSPORTATION  
DEPARTMENT  
YOUR Safety-YOUR Mobility-YOUR Economic Opportunity

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

**CITY COUNCIL  
STAFF REPORT**

**Date:** February 4, 2025  
**From:** Bill Greenwood, Parks & Recreation Director  
**SUBJECT: MCEUEN CONCERT SERIES**

---

**DECISION POINT:**

Should the Parks and Recreation Commission recommend that City Council approve a five-year agreement with Koep Concerts, for a free, Wednesday night concert series at McEuen Park.

**HISTORY:**

There has been a concert held at McEuen since 2017. Currently during the summer we have two free concert series, one at City Park and the other at Riverstone Park. The Wednesday concerts were popular and received good reviews from the public, unfortunately the previous promoter was unable to continue this series. We were contacted by several individuals interested in continuing the Wednesday concerts, therefore the decision was made to offer a Request for Qualifications solicitation. Koep Concerts had the winning RFQ for the series.

**FINANCIAL ANALYSIS:**

There is no financial outlay by the city for this concert series. Koep Concerts will pay a refundable deposit of Five Thousand Dollars (\$5,000.00) due at the start of each season and Four Hundred Dollars (\$400.00) for each concert. The permit fee will cover all associated costs.

**PERFORMANCE ANALYSIS:**

This concert series, like the other two concerts we have in the parks, will be free to the public, providing family-friendly entertainment.

**DECISION POINT / RECOMMENDATION:**

The Parks and Recreation Commission should recommend to City Council approval of a five-year agreement with Koep Concerts, for free, Wednesday concerts at McEuen Park.

RESOLUTION NO. 25-008

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, APPROVING A WEEKLY CONCERT SERIES AGREEMENT WITH KOEP CONCERTS FOR A FREE WEDNESDAY NIGHT CONCERT SERIES AT MCEUEN PARK FOR A TERM OF FIVE-YEARS.

WHEREAS, the Parks and Recreation Director for the City of Coeur d'Alene has recommended that the City of Coeur d'Alene enter into a Weekly Concert Series Agreement with Koep Concerts for a free Wednesday night concert series at McEuen Park, pursuant to terms and conditions set forth in an Agreement, a copy of which is attached hereto as Exhibit "1" and by reference made a part hereof; and

WHEREAS, it is deemed to be in the best interests of the City of Coeur d'Alene and the citizens thereof to enter into such Agreement.

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into a five-year agreement with Koep Concerts for a free weekly Wednesday night concert series at McEuen Park. The agreement, in substantially the form attached hereto as Exhibit "1" and incorporated herein by reference with the provision that the Mayor, City Administrator, and City Attorney are hereby authorized to modify said Agreement to the extent the substantive provisions of the Agreement remain intact.

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

DATED this 4<sup>th</sup> day of February, 2025.

\_\_\_\_\_  
Woody McEvers, Mayor

ATTEST:

\_\_\_\_\_  
Renata McLeod, City Clerk

Motion by \_\_\_\_\_, Seconded by \_\_\_\_\_, to adopt the foregoing resolution.

ROLL CALL:

COUNCIL MEMBER WOOD Voted

COUNCIL MEMBER MILLER Voted

COUNCIL MEMBER GOOKIN Voted

COUNCIL MEMBER EVANS Voted

COUNCIL MEMBER ENGLISH Voted

COUNCIL MEMBER GABRIEL Voted

\_\_\_\_\_ was absent. Motion \_\_\_\_\_.



## WEEKLY CONCERT SERIES AGREEMENT

THIS WEEKLY CONCERT SERIES AGREEMENT is made and entered into this 4<sup>th</sup> day of February, 2025, between the **CITY OF COEUR D'ALENE**, Kootenai County, Idaho, a municipal corporation duly organized and existing under the laws of the State of Idaho, hereinafter called the "City," and **KOEP CONCERTS**, with a mailing address of P.O. Box 3018, Coeur d'Alene, Idaho, 83816.

WITNESSETH:

WHEREAS, the Koep Concerts will begin operating and managing the McEuen Concert Series held at McEuen Park. The concert events hosted by Koep Concerts may include, but will not be limited to, merchandise vendors and food/beverage vendors. The McEuen Concert series is held on Wednesday and may begin as early as mid-June through the first Wednesday in September. This schedule may be adjusted upon agreement by both parties. This Agreement shall be effective for five years; 2025 through 2030 seasons, and may be renewed for five additional years upon the written request of Koep Concerts to the City's Parks Department made no later than August 1, 2030.

NOW, THEREFORE, IT IS AGREED that, for and in consideration of the covenants and agreements set forth herein, Koep Concerts is awarded this Agreement according to the terms and conditions set forth herein.

Section 1.     Definition: For purposes of this Agreement, the parties agree that the term "employee" shall include employees of Koep Concerts and any volunteers that assist them during any event, as well as its board members (if any) and subcontractors.

Section 2.     Scope of Permit: The City permits, and Koep Concerts accepts, the use of that part of McEuen Park shown on Exhibit "A" hereto. The use by Koep Concerts of McEuen Park, except for the area indicated on Exhibit "A," shall not be exclusive.

Section 3.     Community Relations: Koep Concerts agrees that its representative, agents, and employees will be courteous and informed about the community and will assist with questions from tourists and other park users.

Section 4.     Appropriate Attire: The Koep Concerts agrees that its representatives, agents, and employees shall be appropriately dressed in either an approved T-shirt or polo shirt with identifying logo. Approval of attire must be obtained from the Parks & Recreation Director prior to use. Koep Concerts shall not allow its representatives, agents, or employees to participate in or operate the event in unapproved apparel. This requirement does not apply to entertainers, food vendors, arts and craft vendors, and alcohol vendors.

Section 5.     Staffing: Koep Concerts agrees that each event must be staffed by at least two employees or representatives from set up through tear down of equipment. Alcohol security will be provided by the City as part of the alcohol permit for the series.

Section 6. Health Permit: Koep Concerts agrees that all food vendors are to obtain a health permit as required by law for a food concession operating as part of the event. The permit must be posted in a conspicuous place on the concession. The permit number must correspond to the number on the trailer. Proof of the applicable health permit shall be provided to the City Clerk by June 1, and by the same date each succeeding season. Failure to submit the required health permit within the above stated time may result in the City terminating the Agreement for the season. The purpose of the permit is to protect the public. Koep Concerts may allow the sale of any foods within the scope of the health permit.

Section 7. Food and Alcohol: Koep Concerts may allow the sale of any foods within the scope of any required health permit. Alcohol service must end by 8:30 pm.

Section 8. Non-food Items: Koep Concerts agrees to review all requests for items to be sold at any event and shall not allow items that may be dangerous or illegal.

Section 9. Waiver; Hold Harmless: Koep Concerts understands and agrees that during the term of this Agreement that the City or agents of the City may commence projects involving public properties which may require the City to terminate this Agreement, or cancel one or more concerts, pursuant to the notice provision in Section 24 below. Koep Concerts specifically waives any claim as to lost profits or business under such circumstances, waives any claim for consequential damages, and shall hold the City harmless from any claim by a third party arising out of the cancellation or moving of a concert caused by unforeseen or emergency work.

Section 10. Negligent or Wrongful Act: Koep Concerts agrees to indemnify and hold harmless the City from any and all liability, loss or damage which the City may suffer which arises out of, or in connection with, the negligent or wrongful acts, errors and omissions of Koep Concerts, its agents, or employees in the operation of an event encompassed by this Agreement. Koep Concerts further agrees, at Koep Concert's sole expense, to defend the City against all claims arising out of this Agreement, including any claims resulting from the operation of any Contractor event or in connection with other negligent or wrongful acts, errors and omissions of Koep Concerts, their agents or employees, except those occurrences that arise out of a condition of the premises

Section 11. Site Specifications: Koep Concerts agrees to the following site specifications,

- A. Booth size: 10 ft. X 10 ft. for arts and craft booths
- B. Heat source: propane or whisper quiet generator.
- C. Electricity is available and will be live for events.
- D. Cooling source: battery, ice, propane, or whisper quiet generator
- E. All food concessions must be self-contained. Ice chests, canisters, etc. cannot be placed next to cart.
- F. All food concessions must be maintained according to Panhandle Health sanitation standards throughout the event.
- G. Food concession booth size is 10 ft. X 20 ft.
- H. Koep Concerts and all vendors are responsible for cleanup of their area prior to and after the event.

Section 12. Term: The City shall grant an event permit to Koep Concerts for Wednesdays in mid-June through the first Wednesday of September, for concerts to be held in McEuen Park for the years 2025 through 2030, in accordance with the schedule set out herein. Koep Concerts may, at its option, renew this Agreement for an additional period of five (5) years by providing written notice to the City no later than August 1, 2030.

Section 13. Consideration: Koep Concerts, in consideration for the permit to operate and maintain said event at the said location, shall pay the Parks & Recreation Department an annual refundable deposit of Five Thousand and no/100 Dollars (\$5,000.00) each year prior to the start of the season, and a fee of \$400.00 per concert. The permit fee includes staff time and alcohol security for each concert. Fees for the concert may be paid at the end of the season. The refundable deposit must be paid in full at least seven days before the first event may be held. The deposit is fully refundable if no additional fees or penalties are assessed during the McEuen Concert series, and if there is no damage to City property, normal wear and tear excepted. Koep Concerts also agrees to cover portapotty fees as they relate to use of the park on Wednesday evenings during the concert series.

Section 14. Other Laws: Koep Concerts shall abide by all City Ordinances and resolutions, included but not limited to Municipal Code Chapter 4.25 and Chapter 5.75. In addition, Koep Concerts agrees that, in its exercise of its rights and performance of its duties under this Agreement, it shall comply with all state, and federal laws, statutes, rules and regulations, including agency rules and regulations, that may apply to Koep Concert's use of the park. As a part of this Agreement, the City will disclose all local laws that pertain to Koep Concert's use of the park under this Agreement, but the City's failure to disclose will not excuse or waive compliance with City Code.

Section 15. Fire Protection: All tents, canopies or membrane structures must be certified flame resistant where food is being prepared, and all food vendors must have a fire extinguisher and comply with the Coeur d'Alene Fire Department Permit for Temporary Tents and other Membrane Structures. A One Hundred and no/100 Dollar (\$100.00) Fire Department inspection fee will be charged to the sponsor for booth inspections, including food and non-food booths.

Section 16. Glass Containers: Koep Concerts agrees not to dispense drinks in glass containers or to allow vendors to dispense drinks in glass containers.

Section 17. Parking: Koep Concerts agrees to park in lawfully designated parking spaces. With the exception of six (6) approved vehicles, neither Koep Concerts nor its agent(s) or vendors shall park vehicles adjacent to the concessions, arts and craft booths, or entertainment areas for longer than ninety (90) minutes; PROVIDED, this restriction shall not apply to food trucks or display vehicles operating for purposes of a concert.

Section 18. Violation of Regulations: Koep Concerts agrees that any violation of regulations, this Agreement, or ordinance, or any evidence of collusion to violate the same, may result in criminal prosecution and/or in the revocation of the permit and termination of this Agreement, forfeitures of the full consideration, and denial of a permit to host an event or resubmit a proposal for a period of three (3) years.

Section 19. Non-transferable: Koep Concerts also agrees and understands this Agreement cannot be transferred to another host/sponsor without permission of the city.

Section 20. Concert Information: Koep Concerts will submit to the Parks & Recreation Department at least 60 days prior to the first concert in each year a list of all performers. Koep Concerts further agrees to meet with the Parks and Recreation Department to review access for the vendors, entertainers, site layout, financial assurances, any potential changes in the event venue, or any other issue deemed relevant by the Parks and Recreation Department. Access generally relates to vehicle access prior to the concert for setting up and taking down. Specific access points will be identified and monitored by the Parks and Recreation Department so the event does not cause unnecessary damage, or wear and tear, to the park. Koep Concerts will meet with the Parks and Recreation Department, if needed, at least one week before the season to review final details. Koep Concerts may begin setting up for the event as early as 8:00 a.m., each Wednesday and the event shall be open to the public by 5:00 p.m. each Wednesday. Music and amplification of sound must end by 9 p.m. Fencing and larger items may be removed from the park the next morning. Failure to comply to sound/amplification ending by 9 pm, may result in the assessment of a civil penalty of Five Hundred and no/100 Dollar (\$500.00) per occurrence.

Section 21. Forfeiture of Permit: It is understood that time is of the essence and should Koep Concerts fail to perform all of the obligations herein required of them, the City may declare the permit forfeited and terminate this Agreement. However, before declaring such forfeiture, the City shall notify Koep Concerts in writing of the particulars in which the City deems Koep Concerts to be in default and Koep Concerts will have seven (7) days to remedy the default. For a second or subsequent violation of this Agreement in a single year, the City may, in its sole discretion, refuse to allow Koep Concerts to cure and may declare an immediate forfeiture by sending written notice to Koep Concerts.

Section 22. Waiver: A failure of the City to declare any breach or default of this Agreement, or delay in taking any action in connection therewith, shall not constitute a waiver of such breach or default. The City shall have the right to declare any such breach or default at any time. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default, even involving the same provision of this Agreement. In addition, the pursuit of any right or remedy by the City shall not prevent the City from thereafter declaring a revocation and forfeiture for breach of the conditions of the Agreement.

Section 23. Notice: Any notice, including notice of default resulting from failure to perform, shall be made by placing the written particulars in the United States Mail addressed to Koep Concerts at the address above, with proper postage affixed. Any notice required herein to be given to the City shall be in writing and shall be deemed received by the City upon receipt in the office of the City Clerk, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814. In lieu of service by mail, a notice of default and/or of termination may be served in the manner provided for the service of process under the Idaho Rules of Civil Procedure, Rule 5(b).

Section 24. Insurance: Koep Concerts shall maintain liability and property damage insurance during the term of this Agreement, and shall provide a Certificate of Insurance, identifying the City as an additional named insured, to the City upon execution of this Agreement. The limits of said insurance shall be at least the minimum required by Idaho Code § 6-924.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Coeur d'Alene have executed this Agreement on behalf of said City, and Contractor have caused the same to be signed, the day and year first above written.

CITY OF COEUR D'ALENE  
KOOTENAI COUNTY, IDAHO

KOEP CONCERTS

By: \_\_\_\_\_  
Woody McEvers, Mayor

By: \_\_\_\_\_  
Michael Koep

By: \_\_\_\_\_  
Renata McLeod, City Clerk

# Exhibit A



# PUBLIC HEARINGS

**CITY COUNCIL  
STAFF REPORT**

**DATE:** February 4, 2025  
**FROM:** Randy Adams, City Attorney  
**SUBJECT:** Variance Request – Billboard Relocation

---

**DECISION POINT:** Should Council approve a variance request by Lamar Advertising Company of Spokane (“Lamar”) as to height and proximity from a residential zone for a billboard to be relocated to Government Way?

**HISTORY:** On June 18, 2024 Council approved Ordinance 3731, authorizing the owner of an existing billboard to apply for relocation within the City under certain parameters, and requiring a public hearing on the application and Council findings. At the December 17, 2024 the City Council requested staff bring back two Ordinances for consideration, one of which was a repeal of the billboard relocation sections of the Sign Code and the other of which was an amendment to the billboard relocation sections of the Sign Code to allow an owner to request a variance from the restrictions and regulations set out in those sections. Council approved the amendment Ordinance. Lamar has since filed an application for a variance from the height and proximity requirements of the Code to allow it to relocate a billboard from 1621 Northwest Blvd., to a location on Government Way with an address of 3119 N. 2<sup>nd</sup> Street.

**FINANCIAL ANALYSIS:** There is no financial benefit or detriment to the City which would be realized by approving or rejecting the variance.

**PERFORMANCE ANALYSIS:** The applicant has requested a variance from two of the regulations related to the relocation of a billboard. Municipal Code § 15.50.400(C)(4)(e) provides: “No increase in height of the existing Billboard shall be permitted except where needed to provide for minimum height clearance (from the ground to the bottom of the Billboard) to comply with roadway safety.” Municipal Code § 15.50.400(C)(4)(h) provides: “No Billboard may be located closer than five hundred feet (500') to a residential zoning district, designated historic district, park, school, church, or cemetery measured in any direction from said Billboard.” The height of the existing billboard on Northwest Boulevard is approximately 25'8" as measured to its highest point from the ground. The relocated billboard would be 37' in height as measured to its highest point. The Code also requires that a relocated billboard cannot be less than 500' from residentially-zoned properties. The proposed location of the billboard is approximately 380' from property zoned R-12 and 410' from property zoned R-17.

The applicant has argued that Municipal Code § 15.50.400(C)(4)(e) conflicts with Municipal Code § 15.50.400(C)(3)(i)(6) which provides that Council may approve the relocation of a billboard if it finds: “That the height of the Billboard is compatible with buildings within a three hundred foot (300') radius. If the view of the Billboard would be



blocked by buildings, or if the view of buildings would be blocked by the Billboard, the Billboard height does not exceed the building height by more than twelve feet (12') and, in any case, does not exceed forty-eight feet (48'). If there are no buildings within three hundred feet (300'), the Billboard does not exceed twenty-four feet (24'). In measuring height, the base structure and display area shall be included." The applicant maintains that this section of the Code allows relocated billboards to be up to forty-eight feet (48') when the view of the billboard would be blocked by a building, regardless of the limitation that a relocated billboard cannot be taller than the existing billboard.

The applicant's interpretation would render Municipal Code § 15.50.400(C)(4)(e) superfluous. If the view of a billboard or from a building is blocked by the other, then the height restriction would be no more than twelve feet (12') above the building and, in any case, no more than forty-eight feet (48') from the ground. The height of the existing billboard would be irrelevant. If there are no buildings within three hundred feet (300') of the site of the relocated billboard, the height is limited to twenty-four feet (24'). Again, the height of the existing billboard would be irrelevant. This interpretation of the Municipal Code violates the established rules of statutory construction.

The Idaho Supreme Court has held: "In construing a statute, the Supreme Court may examine the language used, reasonableness of the proposed interpretations, and the policy behind the statutes. *Sweitzer v. Dean*, 118 Idaho 568, 571-572, 798 P.2d 27, 30-31 (1990). ***It is a cardinal rule of statutory construction that all parts of a statute should be given meaning.*** *Robbins v. County of Blaine*, 134 Idaho 113, 120, 996 P.2d 813, 820 (2000). ***We will construe a statute 'so that effect is given to its provisions, and no part is rendered superfluous or insignificant.'*** *Petersen v. Franklin County*, 130 Idaho 176, 181, 938 P.2d 1214, 1219 (1997)." *Idaho Cardiology Assocs., P.A. v. Idaho Physicians Network, Inc.*, 141 Idaho 223, 226 (2005) (emphasis added). Therefore, the law requires that the sections of the Municipal Code regarding the height of a relocated billboard be interpreted so that both are effective if at all possible.

The interpretation of these sections that gives meaning to both is that the restriction of Municipal Code § 15.50.400(C)(4)(e) sets the absolute maximum height of a relocated billboard. Municipal Code § 15.50.400(3)(i)(6) is an added restriction related to the proximity of buildings. Thus, in the present case, the height of the existing billboard is 25'8". If the view of the billboard or from a building would be blocked by the other, the maximum height would be 12' higher than the building to a maximum height of 48', so long as that does not exceed the height of the existing sign. Further, if there are no buildings within three hundred feet (300') of the relocated billboard, it cannot exceed twenty-four feet (24') or the height of the existing billboard if that is less. Any other interpretation would render one or the other sections, or parts thereof, meaningless and without effect.

The solution, if this is not what Council intended, is to amend the Code. It is not an option to interpret the Code in a way that violates rules of statutory construction.

Pursuant to the Code recently adopted by Council, an applicant may request a variance from any of the restrictions and regulations in the Code, including the height restriction and the restriction related to proximity to residentially zoned property. A variance “may only be granted upon a showing of undue hardship due to site characteristics and if approval of the variance would not be contrary to the public interest or the purposes of the Sign Code related to billboards. The term “site characteristics” refers to the proposed site for the relocated billboard. “Undue hardship” is not clearly defined in Idaho law. It has been defined as “an unreasonable or disproportionate burden or obstacle,” or “an unreasonable or unbalanced burden or barrier.” This generally means that the hardship must be more than a mere inconvenience or a preference for a more lenient standard. The cost of compliance with the code as written may be a factor, but is not determinative. In other words, it is not enough to say that development will cost more without a variance. The additional cost of compliance should be compared to other available options. “Undue hardship” is determined on a case-by-case basis. It is up to Council to determine if there is an undue hardship caused by the characteristic of the site.

Council must also determine if granting the variance would be contrary to the public interest or the purposes of Sign Code related to billboards. Council determines what the public interest is and what the purposes of the Sign Code related to billboards are. If there are multiple competing interests or purposes, Council must weigh them and may have to make value judgments. In any event, Council will have to make findings of fact on the record to justify its decision on the variance.

**DECISION POINT/RECOMMENDATION:** Council should either approve or reject the variance request by Lamar Outdoor Advertising of Spokane as to height and proximity from a residential zone for a billboard to be relocated to Government Way and make findings of fact to justify the decision.

**CITY COUNCIL  
STAFF REPORT**

**FROM:** RENATA MCLEOD, CITY CLERK; HILARY PATTERSON, COMMUNITY PLANNING DIRECTOR

**DATE:** FEBRUARY 4, 2025

**SUBJECT:** PROPOSED BILLBOARD RELOCATION (BR-1-24)

---

**DECISION POINT:** Should the City Council approve or deny the request to move a billboard currently located at 1621 Northwest Boulevard to the new location at 3119 N. 2<sup>nd</sup> Street and make appropriate findings as required by the Municipal Code?

**APPLICANT/BILLBOARD OWNER:** Lamar Advertising of Spokane, Attn. Neal Schreibeis  
**PROPERTY OWNER:** Miller Property Holdings LLC  
**CURRENT BILLBOARD LOCATION:** 1621 Northwest Boulevard  
**PROPOSED BILLBOARD LOCATION:** 3119 N. 2nd Street

**BACKGROUND INFORMATION:**

On June 18, 2024 Council approved Ordinance 3731, authorizing the owner of an existing billboard to apply for relocation within the City under certain parameters, and requiring a public hearing on the application and Council findings. The City has received a request from Lamar Advertising of Spokane to move a billboard currently located at 1621 Northwest Boulevard to the new location of 3119 N. 2nd Street. While the new site location has a 2<sup>nd</sup> Street address, the billboard would be physically located adjacent to Government Way. This request requires that Council hold a public hearing and accept public testimony, and Council must make findings to support the approval or denial of the application.

At the December 17, 2024 the City Council requested staff bring back two Ordinances for consideration, one of which was a repeal of the billboard relocation sections of the Sign Code and the other of which was an amendment to the billboard relocation sections of the Sign Code to allow an owner to request a variance from the restrictions and regulations set out in those sections. Council approved the amendment to the Ordinance allowing for a variance for any provisions of the Sign Code. Lamar has since filed an application for a variance from the height and a variance for the proximity requirements of the Code to allow it to relocate a billboard from 1621 Northwest Boulevard, to a location on Government Way with an address of 3119 N. 2nd Street. While staff will present both items together, Council will make a ruling on the variance requests prior to determining the relocation request.

The existing billboard located at 1621 Northwest Boulevard, is a “V” shaped two-sided sign that has 10’ x 30’ sign faces and is 24’8 1/2” to 25’8 1/2” at its tallest point in height from grade to the top of the billboard sign. The code allows for the same size sign to be relocated as an “off-premise sign,” subject to the standards for relocation. This is the only such allowance within the Sign Code for off-premise signs. As such, the existing business has a sign allowance of 687 sq. ft. for all signage and of that total a max of 89 sq. ft. for freestanding signs and would not be eligible to advertise on the billboard sign. The billboard would only be allowed to advertise off-site businesses.

The Sign Code regulates signs based on the following public needs: to protect the health, safety, property, and welfare of the public; improve the neat, clean, and orderly appearance of the City; provide for informational needs of the public; preserve and protect the scenic beauty of the City; promote traffic safety; and promote a healthy business climate in the City.

**Narrative provided by Lamar in their submittal packet:**

*Narrative in Support of Billboard Relocation Permit Application*

*Lamar Advertising is applying to relocate one of our billboards while upgrading it to a digital design.*

*The proposed billboard will adhere to all current Municipal codes. The Coeur d'Alene City Council has already approved this style of signage and it meets all of the zoning requirements as described in 15.50.400(C)(c). It is planned for non-residential property zoned C-17 with proper minimal frontage. As is customary practice our billboard will not obstruct or negatively impact the visual quality of the general areas, and we follow all placement, location and construction rules.*

*Consistent with Chapter 15.50.110, Lamar continues to promote a healthy business climate in the City by providing businesses an effective way to advertise their goods and services, as well as providing informational needs to the public through the medium of periodical Public Service Announcements.*

*We have remained in compliance with current laws and rules, and are following the Permit Application requirements. The Title Report has been completed with the mailing labels and maps provided by a licensed Idaho title company as the Permit Application requests.*

*The land owner has provided a legal description and our engineering documents are up-to-date.*

*We are submitting all drawings, plans, renderings and all of the required documentation including the Letter of Compliance for electronic message signs form per the instructions and checklist the City provides with requisite original copy and an electronic copy.*

**STANDARDS FOR RELOCATION:** Staff has reviewed all the Code requirements and the applicant meets all the requirements set out in 15.50.400 (C) 4, except the height (e) and proximity to residential zone (h). However, Council will be determining a variance request to establish if there is an undue hardship for meeting those two code requirements.

## **ILLUMINATION AND ELECTRONIC MESSAGING DISPLAYS**

The applicant wishes to install an electronic sign. The code requires the sign:

- Must not create an unsafe or hazardous distraction to motorists, pedestrians, or general public
- Technology is included that automatically dims the message according to ambient light conditions, with no more than .3 foot candles above ambient light
- Messages to be held a minimum of 8 seconds and one-half of one second transitions
- An Electronic message is subject to the freestanding sign and attached sign regulation and allowances, as applicable.

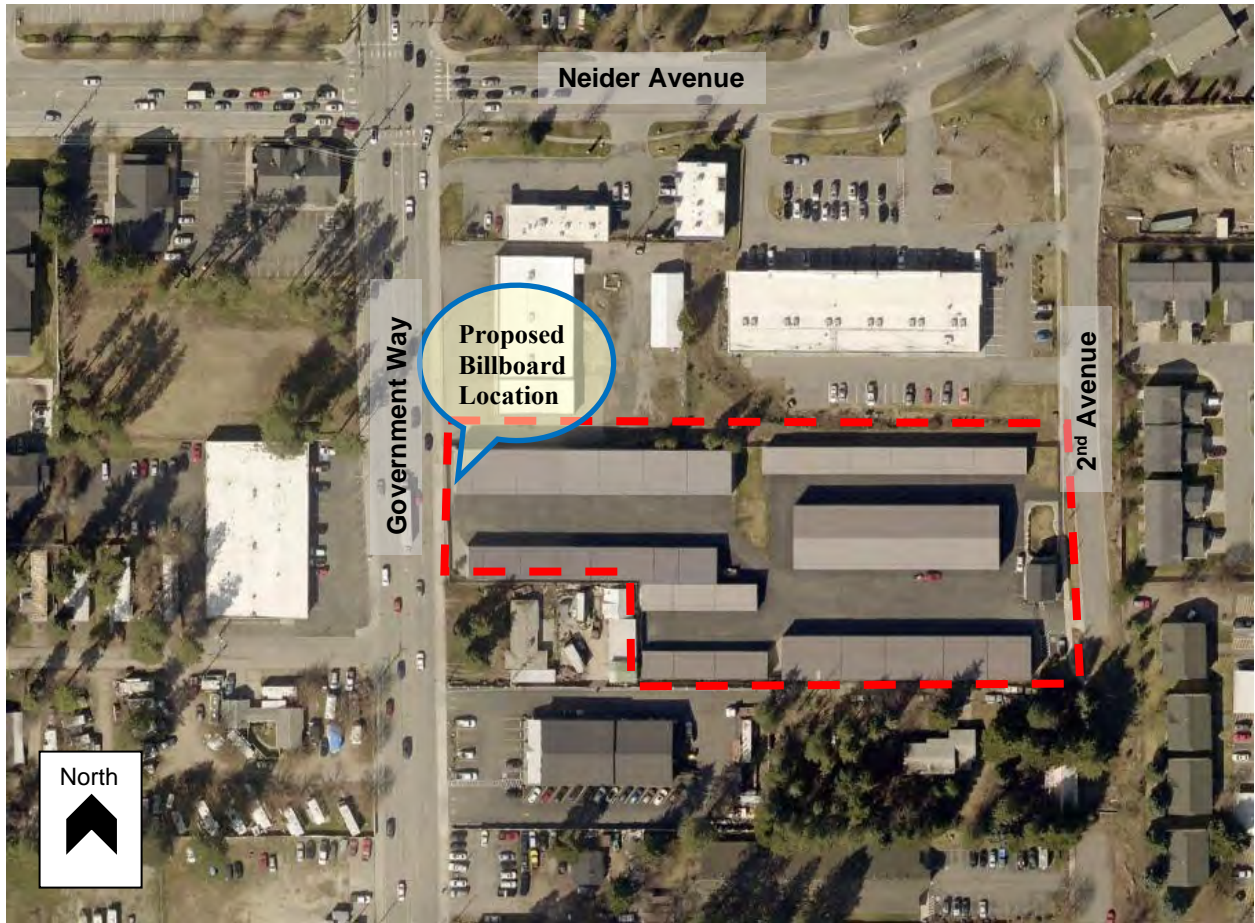
The applicant has indicated in the application that these performance standards can be met.

### **CURRENT LOCATION MAP: 1621 Northwest Boulevard**



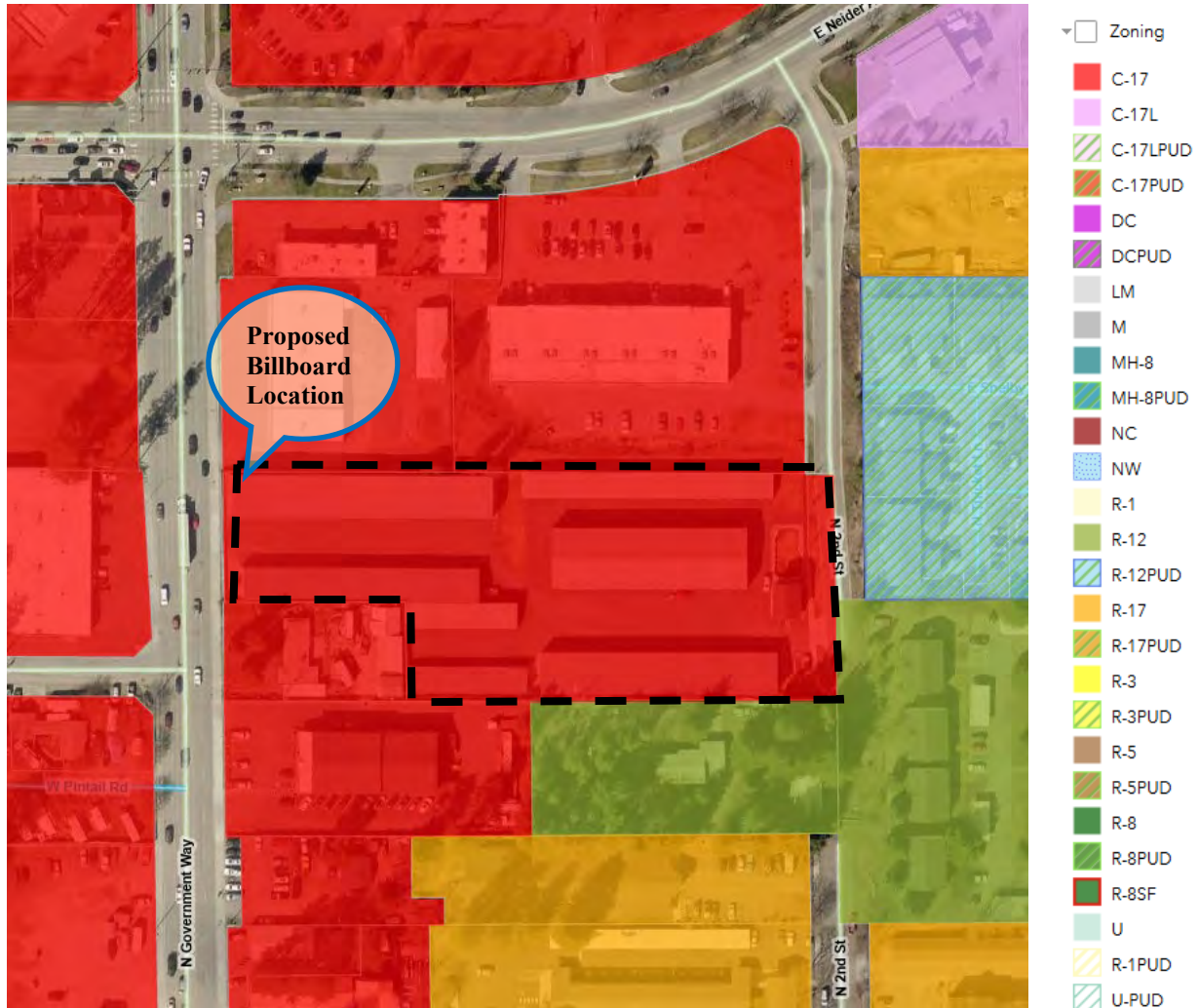


**PROPOSED LOCATION FOR THE RELOCATED AND UPGRADED BILLBOARD: 3119 N. 2nd Street**



## EXISTING ZONING

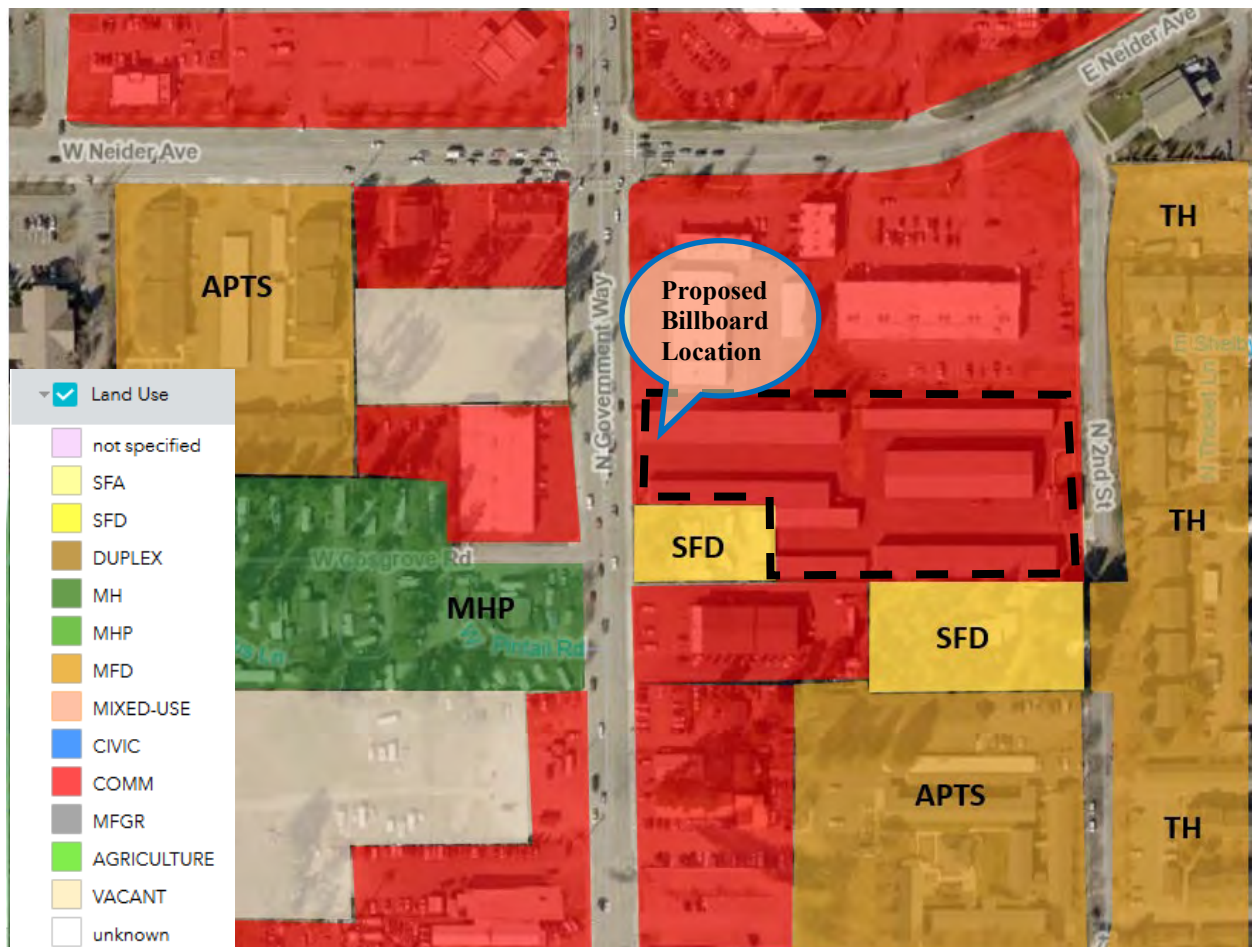
As shown on the Zoning Map below, the subject property is zoned C-17. The properties to the north, south, and west are also zoned C-17. Properties to the east across 2<sup>nd</sup> Street are zoned R-12PUD and R-12. Other properties in the vicinity and within 500 feet are zoned R-8 and R-17.





## EXISTING LAND USES

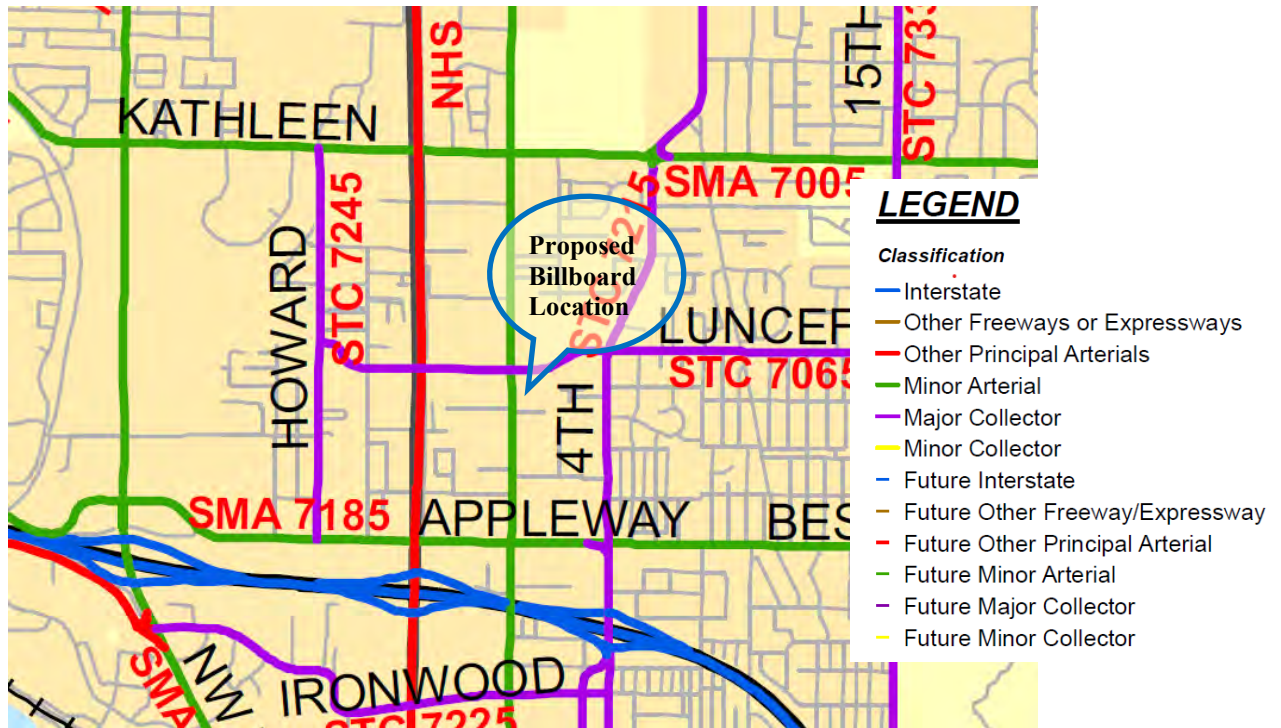
The property for the new location for the billboard is Landmark Storage, which is a commercial use and is accessed off of 2<sup>nd</sup> Street from the north. The property to the north is currently vacant, but has been a commercial use. The property immediately south of the subject property is single-family residential and to the west across Government Way are a small commercial strip center and the Green Haven Mobile Home Park. In the vicinity of the subject property, 2<sup>nd</sup> Street does not connect. The Briarwood townhomes are located to the northeast across 2<sup>nd</sup> Street and Cedarwood townhomes are located to the southeast across 2<sup>nd</sup> Street. The Habitat for Humanity townhome project is located further north on 2<sup>nd</sup> Street south of Neider Avenue. The Lakeside Manor Apartments at 3095 N. 2<sup>nd</sup> Street are located approximately 484 feet to the southeast of the proposed billboard. A 17-unit apartment complex at 3107 N 2<sup>nd</sup> Street) is located approximately 393 feet southeast of the proposed billboard. The Landmark Apartments at 124-128 W. Neider Avenue is located approximately 370 feet west of the proposed billboard location.



## ROADWAY CLASSIFICATION

The Sign Code requires a relocated billboard to be along an arterial. Government Way is considered a minor arterial as shown on the exhibit below.

### 2025 Urban Federal Functional Classification from KMPO



## REQUIRED BILLBOARD RELOCATION FINDINGS

The City Council after public testimony, must make the following findings to support the approval or denial of the billboard relocation request.

### **Finding 1: Does the proposed billboard relocation further the purposes of the Sign Code, as set out in Coeur d'Alene Municipal Code § 15.50.110?**

#### 15.50.110: FINDINGS, PURPOSE, INTENT, SEVERABILITY:

*Based on evidence collected by and for multiple communities over many years, the City has determined that Signs can obstruct views, distract motorists, displace alternative uses for land, and affect the aesthetics of a community.*

*The City finds and declares that it is necessary to regulate the construction, erection, maintenance, electrification, illumination, type, size, number, and location of Signs to:*

- *protect the health, safety, property, and welfare of the public;*
- *improve the neat, clean, and orderly appearance of the City;*
- *provide for informational needs of the public;*
- *preserve and protect the scenic beauty of the City;*
- *promote traffic safety; and*
- *promote a healthy business climate in the City.*

*It is the intent of the City to regulate Signs in a manner consistent with the First Amendment to the United States Constitution and Article I, Section 9, of the Idaho Constitution.*

**Evaluation for Finding 1:** *City Council will need to determine if the proposed billboard relocation would meet the intent of the Sign Code as outlined in the six criteria. Specific ways in which the plan does or does not support this request should be stated in the Findings.*

*Would the proposed billboard relocation:*

1. *Protect the health, safety, property, and welfare of the public?*
2. *Improve the neat, clean, and orderly appearance of the City?*
3. *Provide for informational needs of the public?*
4. *Preserve and protect the scenic beauty of the City?*
5. *Promote traffic safety?*
6. *Promote a healthy business climate in the City?*

**Finding 2: Does the proposed Billboard meet the Standards contained in MC §15.50.210 (applicable portion of code listed below)?**

<i>BILLBOARD:</i>	<i>A Free Standing Sign which is leased or rented by its owner to a third party for the purpose of conveying a commercial or noncommercial message related to a business, service, goods, product, event, or facility which is not located or available on the property upon which the Billboard is located.</i>
<i>ELECTRONIC MESSAGE DISPLAY:</i>	<i>A sign or portion thereof capable of displaying words, symbols, figures, or images that are electronically or mechanically changed by remote or automatic means. An Electronic Message Display may be a Freestanding Sign or an Attached Sign.</i>
<i>OFF-PREMISES SIGN:</i>	<i>Any sign related to a business, a service, goods, product, event, or facility which is not available on the property upon which the sign is located.</i>
<i>SIGN:</i>	<i>Any object upon which words, symbols, or illustrations are affixed, painted, or represented directly or indirectly, and which directs attention to, or is designed or intended to direct attention to, an object, product, place, activity, event, person, institution, organization, or business, and which is visible outside the boundaries of the parcel on which it is located.</i>
<i>SIGN AREA:</i>	<i>The total area of a sign face, including all decorative or structural trim or other attention getting devices, exclusive of essential structural supports. Where a sign is of a three-dimensional, spherical, cubic, or irregular solid shape, the largest cross section shall be used in a flat projection for the purpose of determining sign area. Whenever a sign is made of letters or numbers located individually upon a single surface wall, the area of the sign shall be determined by the size of the rectangle the copy occupies.</i>
<i>SIGN STRUCTURE:</i>	<i>The supports, uprights, braces, and framework of a sign.</i>

The Building Official has reviewed the plans and concurs that the structure of the sign would meet applicable codes, the sign type and electronic messaging conforms to the City Code as proposed.

***Evaluation for Finding 2:*** *City Council will need to determine, based on the information before it, whether the requested billboard relocation would meet the standards contained in MC § 15.50.210. Specific ways in which the plan does or does not support this request should be stated in the Findings.*

**Finding 3: Will the Billboard result in a negative impact to the visual quality of general area as determined from the perspective of a reasonable person applying community standards?**

The proposed billboard would be located on a commercial-zoned property along a commercial corridor (Government Way) that has some single-family uses within the vicinity and multifamily residential uses to the east across 2<sup>nd</sup> Avenue. The Landmark Storage use on the property is a metal pole barn type of construction without windows or architectural details that is common of storage facilities. The fence is chain link with screening panels. This section of Government Way is largely lacking the green planting strips and street trees that are more common along commercial corridors. However, there are some mature evergreen trees to the south of the subject property and mature deciduous and evergreen trees in the Green Haven Mobile Home Park, and on the vacant lot north to the northwest of the subject property. The corridor has a mix of architectural styles, with the most prominent being flat roof and shed roofs for the commercial uses in the immediate vicinity. There are commercial uses to the northwest across Government Way with more traditional shed roofs. Views of Canfield Mountain can be seen from sections of Government Way. Neider Avenue has been improved with the green park strips and street trees and Government Way to the north of Neider Avenue also has the landscaping improvements.

**SITE PHOTOS - Subject Property from Government Way**



(Canfield Mountain in the background)



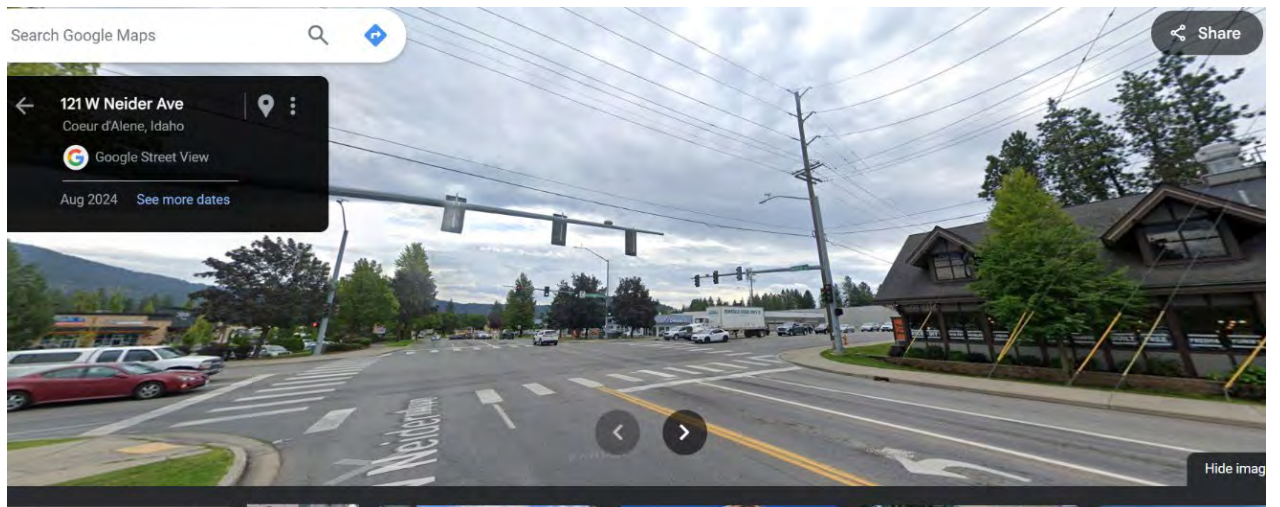
**Views to the south along Government Way (north of Neider Avenue)**



Views from north of Neider/Government intersection looking south



View from Neider/Government intersection looking southeast



Views toward Subject Property from 2<sup>nd</sup> Street and Surrounding Uses









**View of townhouses located east of the subject property backing up to 2<sup>nd</sup> Street**



Views of Subject Property from Apartments off of 2<sup>nd</sup> Street and within 500 feet





**Views of Subject Property from Landmark Apartments (west of property)**



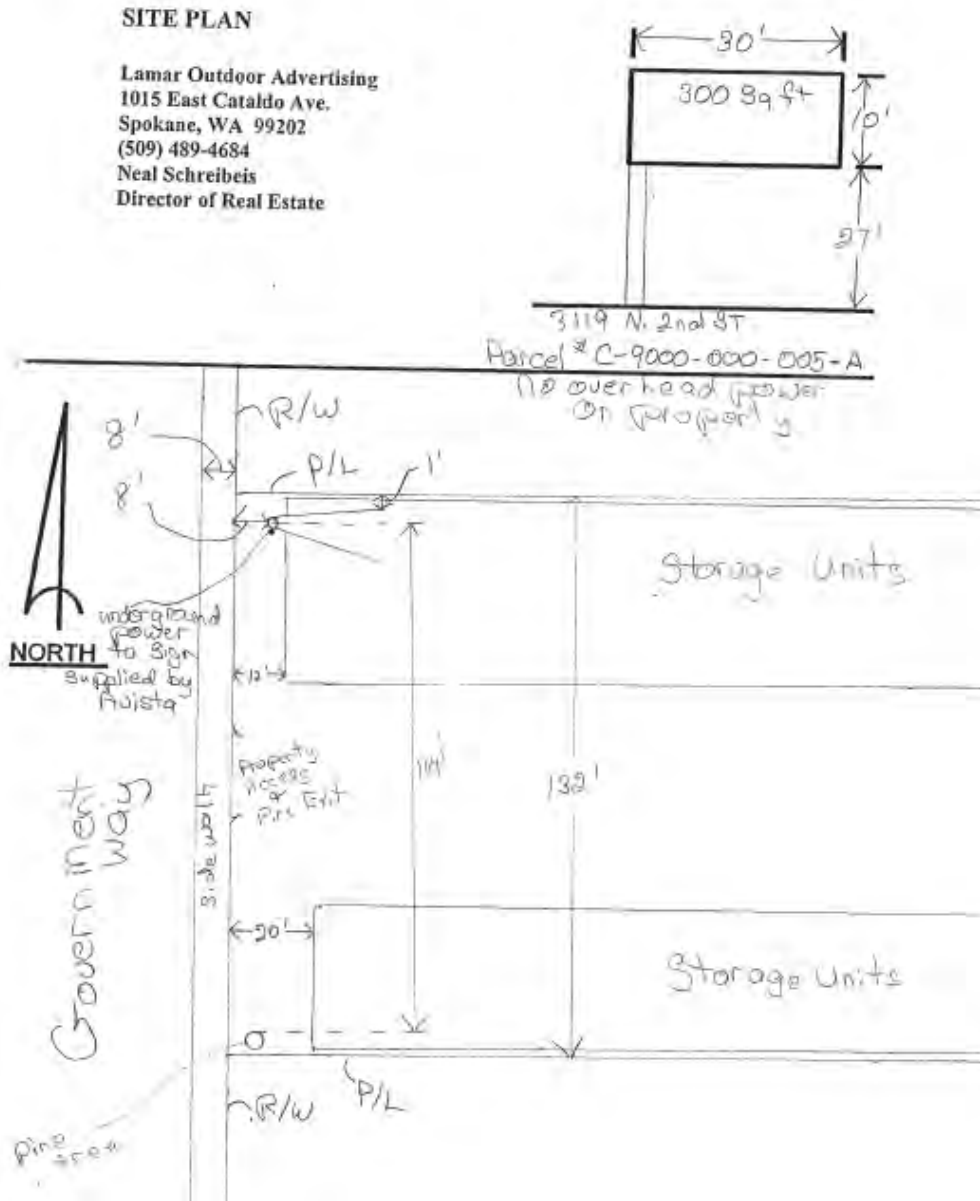


**View of Subject Property from Mobile Home Park (west of Government Way)**



Lamar Advertising of Spokane has provided a site plan and visual simulations showing the proposed billboard that are provided on the following pages.

**SITE PLAN PROVIDED BY LAMAR ADVERTISING COMPANY:**



**PHOTO SIMULATIONS SHOWING THE REQUESTED BILLBOARD RELOCATION:**

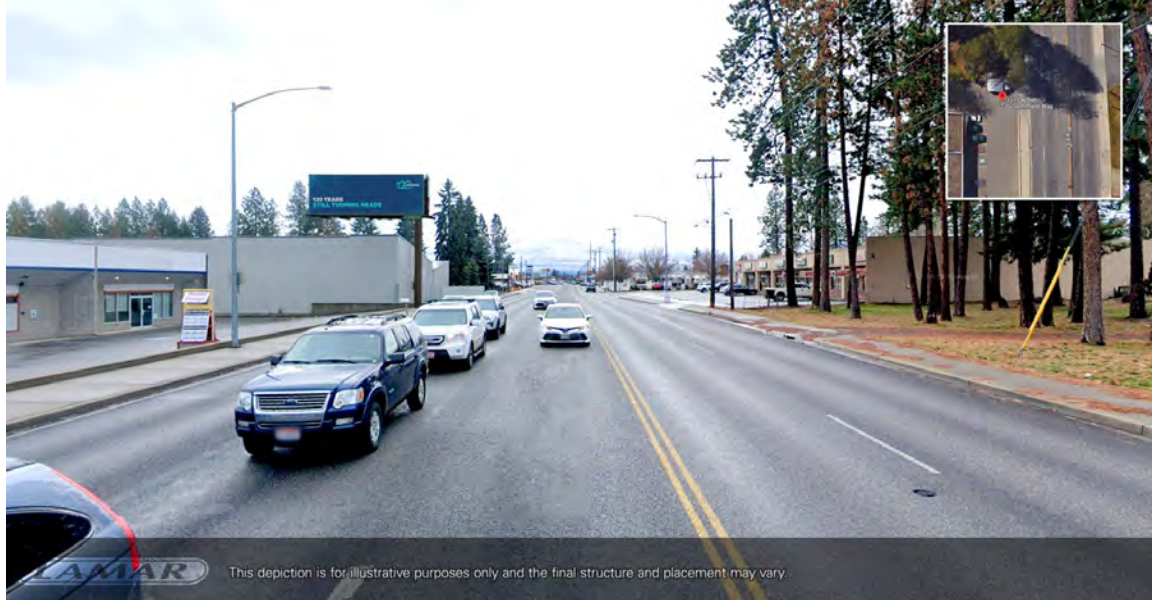
**View From the East Looking West at the Proposed Billboard (from within the subject property)**



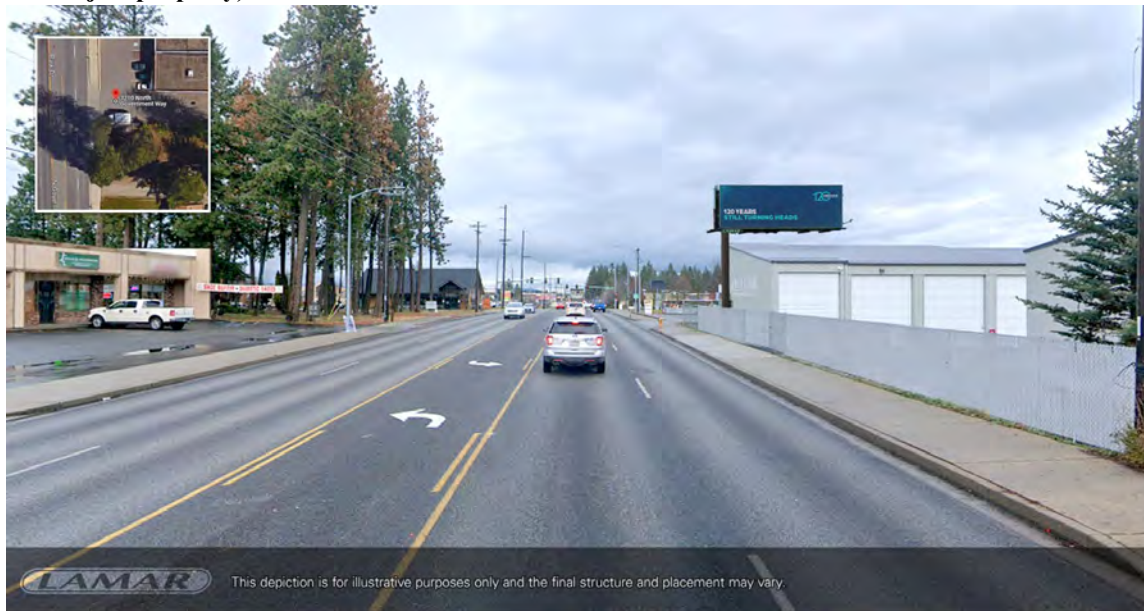
**View From the West Looking East at the Proposed Billboard:(from across Government Way) – Canfield Mountain can be seen**



**View from the North Looking South at the Proposed Billboard: (from the center of Government Way north of the subject property)**



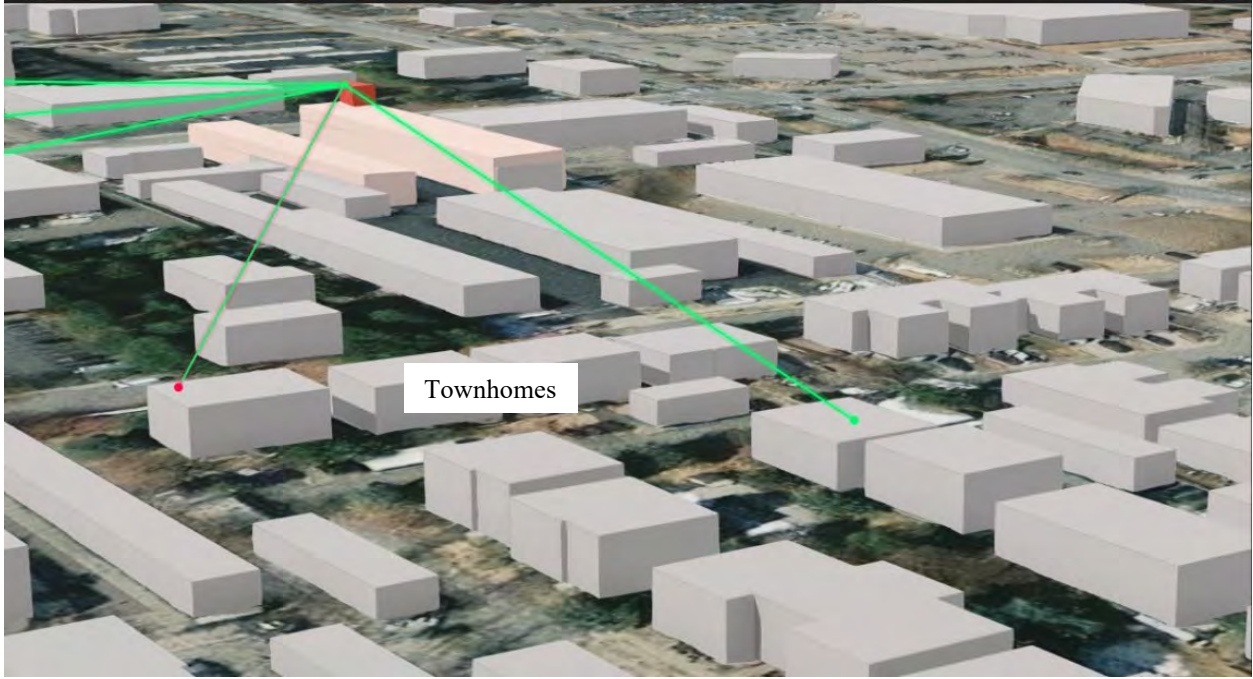
**View from the South Looking North at the Proposed Billboard (from the center of Government Way south of the subject property)**

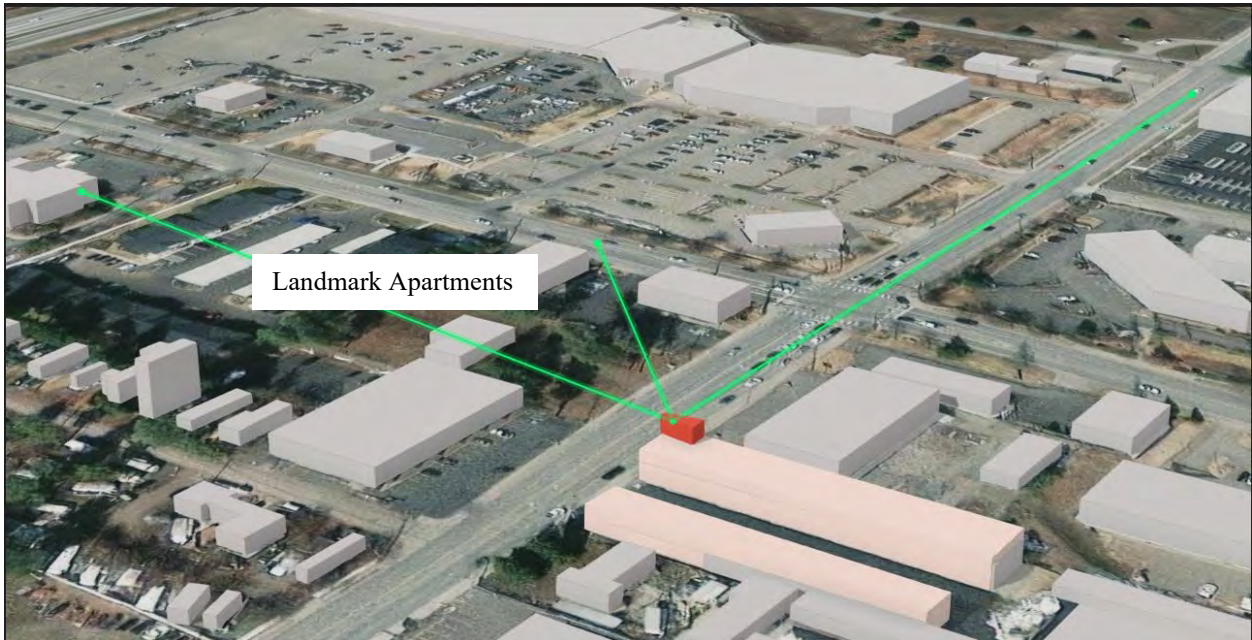
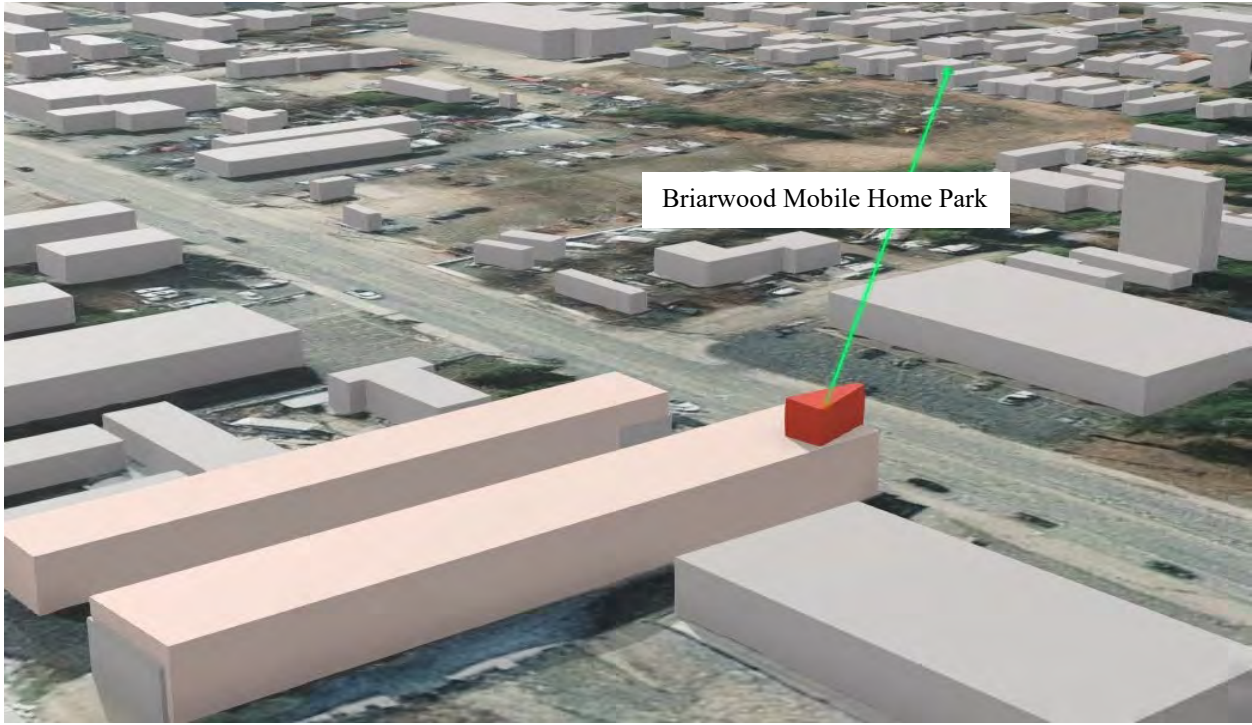




**ESRI IMAGES SHOWING EXPECTED LINE OF SIGHT BASED ON SCALED BUILDING HEIGHT AND PROPOSED BILLBOARD**

(Note: the model doesn't include all existing building heights or vegetation)





***Evaluation for Finding 3:*** City Council will need to determine, based on the information before it, whether the proposed billboard relocation would result in a negative impact to the visual quality of general area as determined from the perspective of a reasonable person applying community standards specific ways in which the plan does or does not support this request should be stated in the Findings.

**Finding 4: Is the Billboard designed to be as compatible in appearance and layout with adjacent uses as is practical as determined from the perspective of a reasonable person applying community standards?**

Refer to existing conditions description and site photos, visual simulations and site plan under Finding 3.

For making this finding, the City Council will need to consider that “adjacent” includes near, close or abutting, and may include uses across the street per the definition in the Zoning Code (M.C. § 17.02.030(L)) provided below.

L. "Adjacent" means near, close or abutting; for example, a commercial zoning district across the street or highway from a residential zoning district shall be considered as "adjacent".

***Evaluation for Finding 4:*** City Council will need to determine, based on the information before it, if the billboard has been designed to be as compatible in appearance and layout with adjacent uses as is practical as determined from a reasonable person apply community standards. Specific ways in which the plan does or does not support this request should be stated in the Findings.

**Finding 5: Would the proposed Billboard block the view from a public right-of-way of a structure of historical or architectural significance?**

This area of the City has not been surveyed for historical properties. However, there are no properties listed in the National Register of Historic Places within the vicinity of the subject property and none that have been identified at this time as having architectural significance.

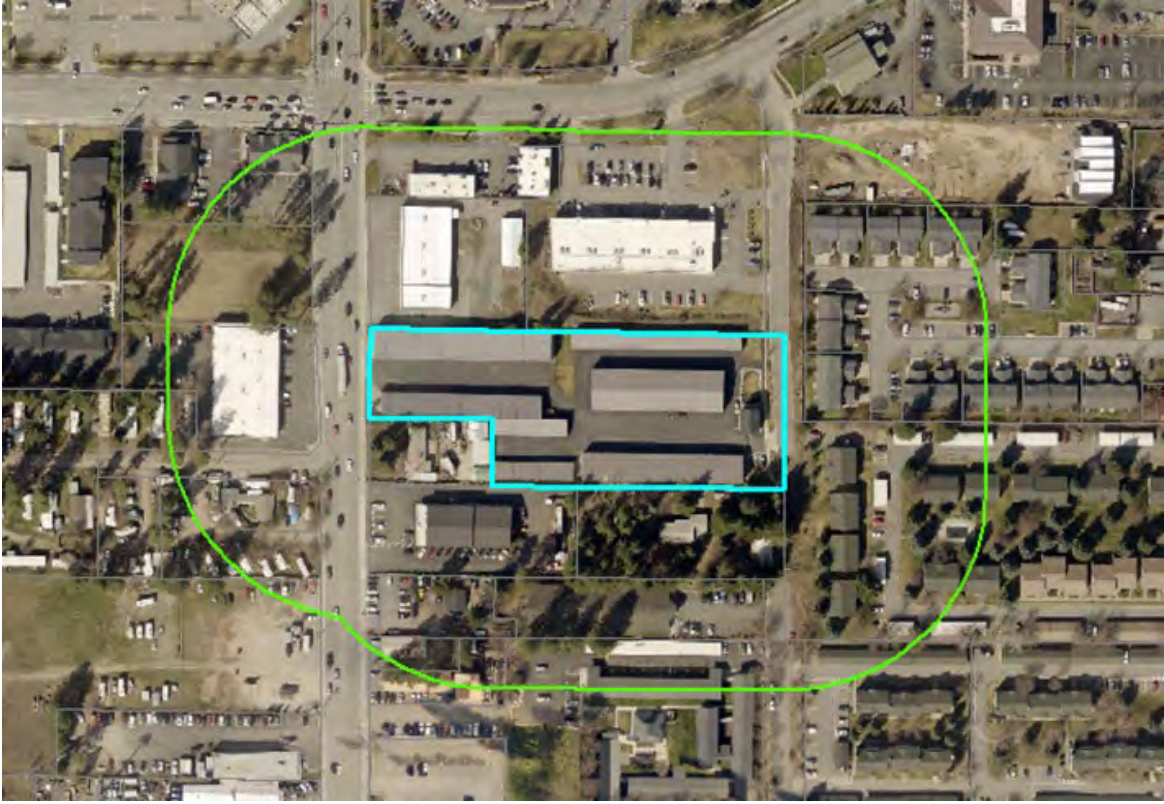
***Evaluation for Finding 5:*** City Council will need to determine, based on the information before it, whether the proposed billboard relocation would block the view from a public right-of-way of a structure of historical or architectural significance. Specific ways in which the plan does or does not support this request should be stated in the Findings.

**Finding 6: Is the proposed Billboard compatible with buildings within a three-hundred-foot (300') radius? If the view of the Billboard would be blocked by buildings, or if the view of buildings would be blocked by the Billboard, the Billboard height should not exceed the building height by more than twelve feet (12') and, in any case, should not exceed forty-eight feet (48'). If there are no buildings within three hundred feet (300'), the Billboard should not exceed twenty-four feet (24'). In measuring height, the base structure and display area shall be included.**

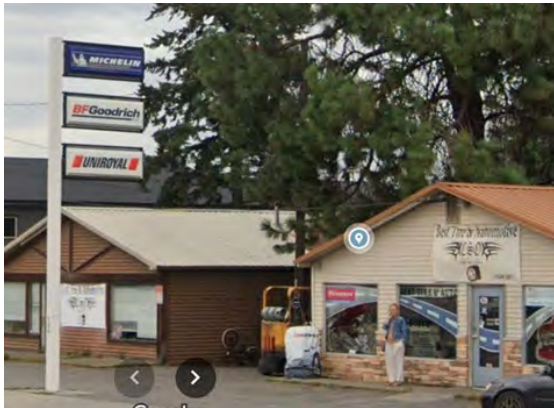
The existing storage facility has buildings range in height from 19' to 23'. The building where the billboard is proposed to overhang is 23' in height and the building to the south across the drive aisle is 19' tall. The proposed billboard would be 37' tall including the base structure and display area. The bottom of the proposed billboard sign would be 27', which provides a clearance of 4'. The proposed billboard would be 10' taller than the existing building, which would meet the limitation of the billboard not exceeding the building height by more than 12'.

The Sign Code specifically says that the relocated billboard may not exceed the height of the existing billboard, unless an increased height would provide for a minimum height clearance for roadway safety (M.C. § 15.50.400(C)(4)(e)). That provision does not apply in this case. The existing billboard is 25'8" tall and the proposed billboard would be 37' tall. However, the applicant has a requested a variance related to height.

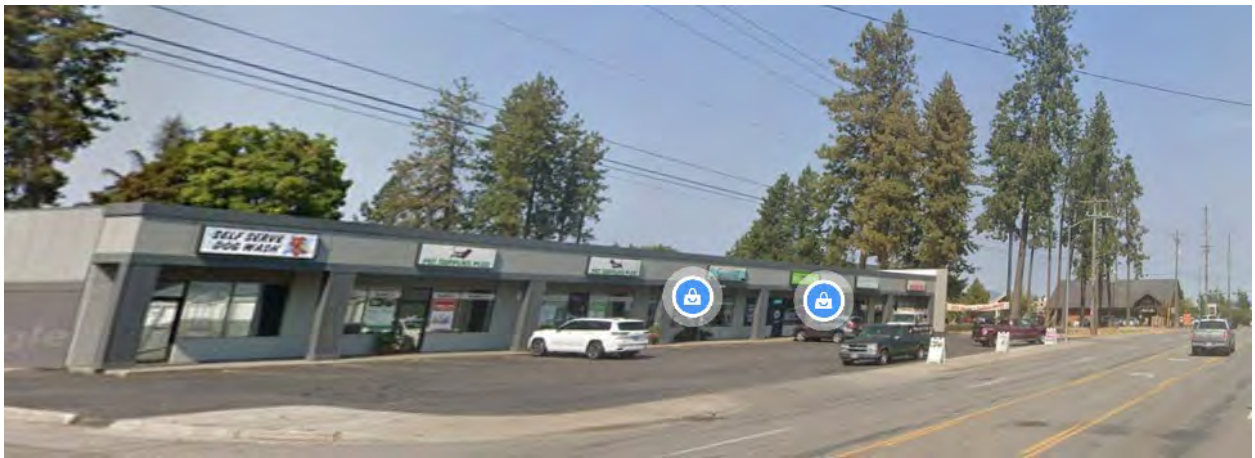
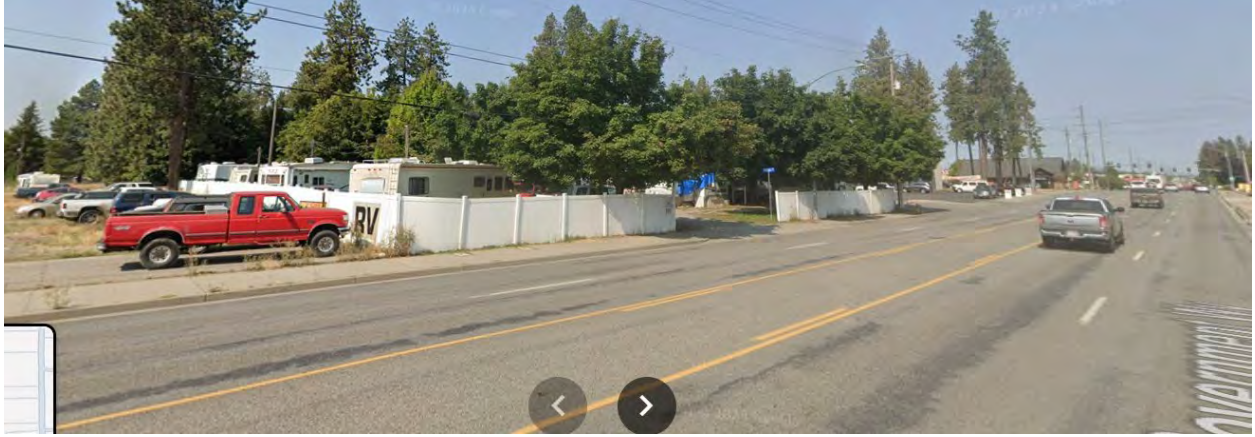
**300' Radius Map (as measured from property boundaries)**



## SURROUNDING BUILDINGS WITHIN 300' OF PROPERTY BOUNDARIES

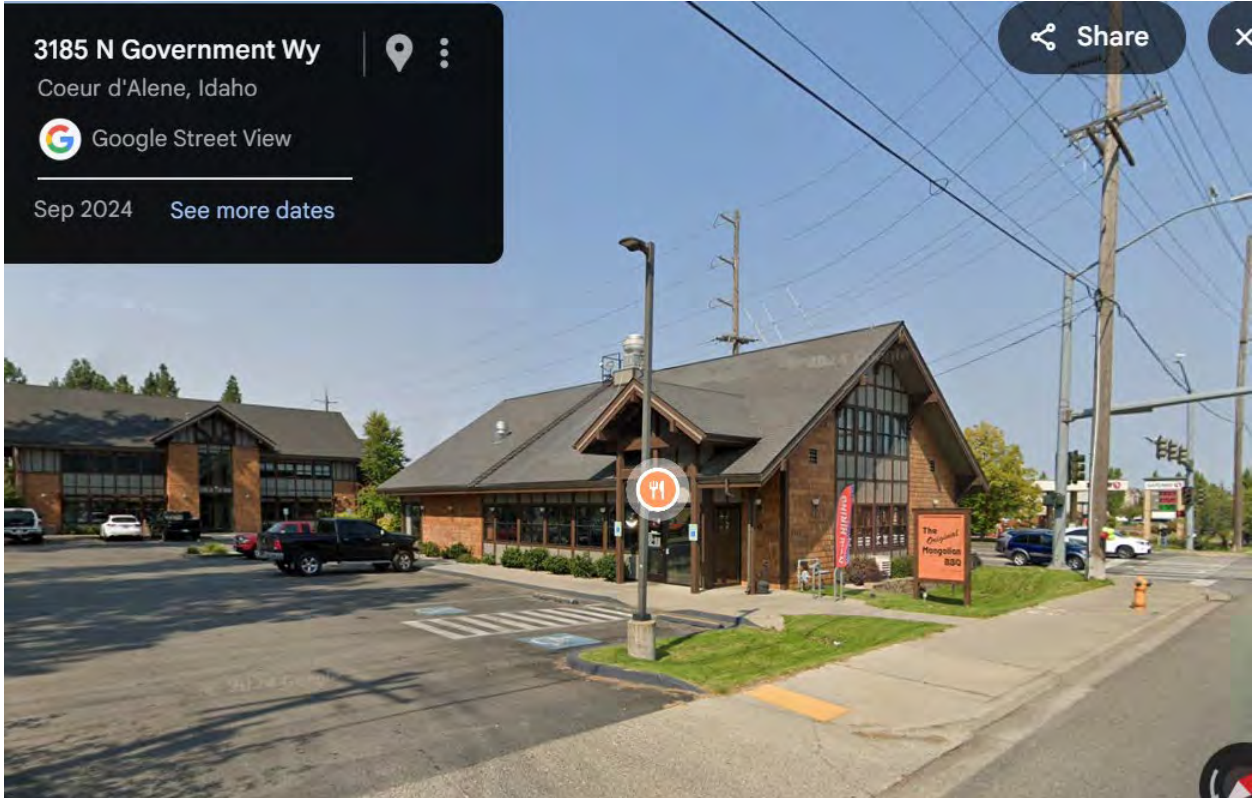


The Best Tire and Automotive sign is 23' to top and is 36 sq. ft.  
The CDA Paving Sign is 20' to the top and is 61 sq. ft.  
The CDA Paving building is 30'8" tall.









50 E Neider Ave

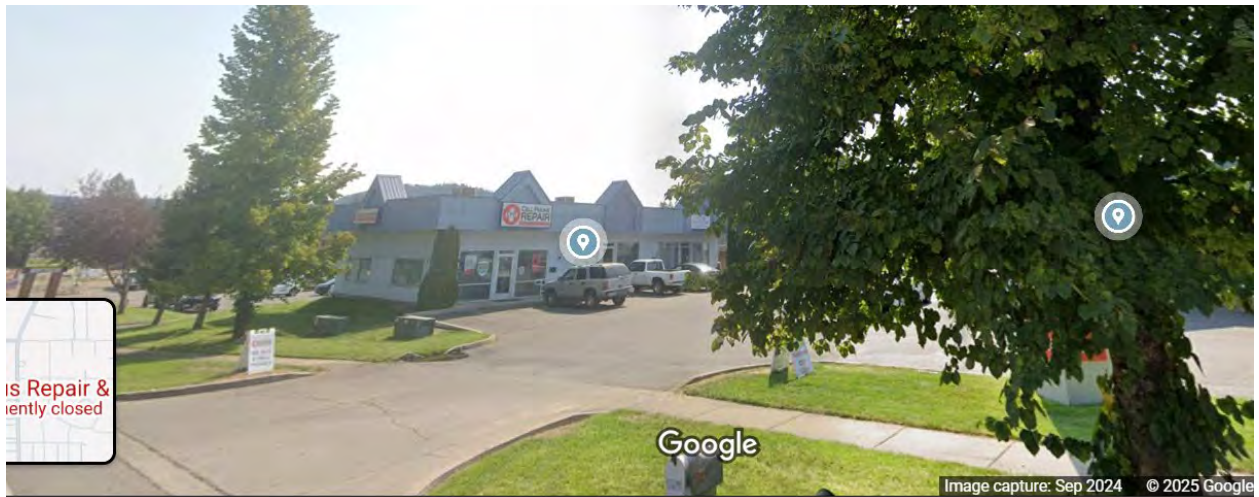
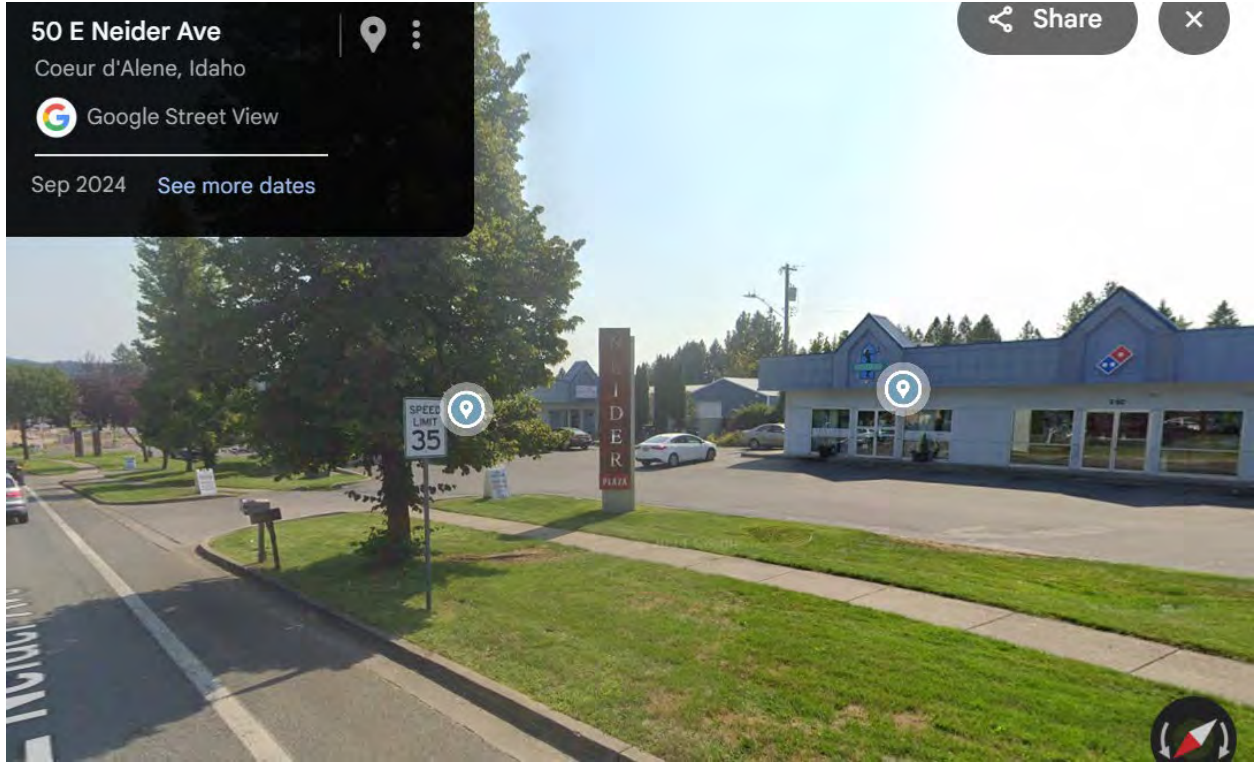
Coeur d'Alene, Idaho

Google Street View

Sep 2024 See more dates

Share

X



Auto Repair & Maintenance  
temporarily closed

Google

Image capture: Sep 2024 © 2025 Google





**Evaluation for Finding 6:** *City Council will need to determine, based on the information before it, whether the proposed billboard relocation would be compatible with buildings within a 300-foot radius, if the view of the billboard would be blocked by buildings, or if the view of buildings would be blocked by the billboard, the billboard height does not exceed the building height by more than 12 feet, and not exceed forty-eight feet, and not exceed twenty-four feet if there are no buildings within three hundred feet, including the base structure and display area in the calculation to measure height. Specific ways in which the plan does or does not support this request should be stated in the Findings.*

**Finding 7: Would the proposed Billboard be unduly disruptive to traffic and residential uses?**

The billboard would be located approximately 300' south of the Neider Avenue/Government Way intersection,

According to the City Engineer, Chris Bosley, the 2019 traffic counts just south of Kathleen (the nearest recent count location) indicate over 17,000 cars per day travel on Government Way. In comparison, Northwest Boulevard data collected in 2017 notes 24,390 cars/day, 100' south of Lacrosse. Additionally, there are many more approaches, left turning cars, and commercial signage on Government Way that compete for driver attention, than Northwest Boulevard.

The applicant has stated that the billboard would meet the digital display requirements, which are designed to help reduce distraction to drivers.

It is possible that the mobile homes to the west of the property and the single-family home immediately south of the subject property would have views of the digital displays and it is expected that the advertisements would be throughout the night, even though they would be

dimmed to brightness levels of no more than 0.3 foot candles above ambient light. Additionally, some of the apartments to the west in the Landmark Apartment complex would have views of the billboard. Because there are existing evergreen trees between the subject property and apartments to the southeast, it is likely that the trees would help block views of the billboard. The townhouses that back up to 2<sup>nd</sup> Street are only expected to see the back of the structure.

**Evaluation for Finding 7:** *City Council will need to determine, based on the information before it, whether the proposed billboard relocation would be unduly disruptive to traffic and residential uses. Specific ways in which the plan does or does not support this request should be stated in the Findings.*

**Finding 8: Does the proposed Billboard comply with City standards for Illumination and Electronic Message Displays in Coeur d’Alene Municipal Code § 15.50.400(D)?**

The applicant has stated that the billboard would meet the digital display requirements when constructed.

**Evaluation for finding 8:** *City Council will need to determine, based on the information before it, whether the proposed billboard relocation would comply with City standards for illumination and electronic message displays in Coeur d’Alene Municipal Code § 15.50.400(D). Specific ways in which the plan does or does not support this request should be stated in the Findings.*

**DECISION POINT:** The City Council should consider the applicant’s request to relocate the billboard in light of the two variance requests, take public testimony, and make appropriate findings to approve or deny the request to move a billboard currently located at 1621 Northwest Boulevard to the new location at 3119 N. 2<sup>nd</sup> Street.



# BILLBOARD RELOCATION VARIANCE APPLICATION

**STAFF USE ONLY**  
 Date Submitted: \_\_\_\_\_ Received by: \_\_\_\_\_ Date relocation application approved as complete: \_\_\_\_\_

**APPLICATION INFORMATION**

PROPERTY OWNER: <b>Miller Property Holdings, LLC</b>		
MAILING ADDRESS: <b>3119 N. 2nd St.</b>		
CITY: <b>Coeur d'Alene</b>	STATE: <b>ID</b>	ZIP: <b>83815</b>
PHONE: <b>(208)996-2829</b>	FAX: <b>N/A</b>	EMAIL: <b>512stubbies@gmail.com</b>
APPLICANT OR CONSULTANT: <b>Lamar Advertising</b>		STATUS: <b>ENGINEER / OTHER</b>
MAILING ADDRESS: <b>1015 E. Cataldo</b>		
CITY: <b>Spokane</b>	STATE: <b>WA</b>	ZIP: <b>99202</b>
PHONE: <b>(509)489-4684</b>	FAX: <b>(509)489-3484</b>	EMAIL: <b>nschreibeis@lamar.com</b>

**FILING CAPACITY**

- Recorded property owner as to of \_\_\_\_\_
- Purchasing (under contract) as of \_\_\_\_\_
- The Lessee/Renter as of 9/1/2023
- Authorized agent of any of the foregoing, duly authorized in writing. *(Written authorization must be attached)*

**SITE INFORMATION:**

PROPERTY LOCATION OR ADDRESS OF PROPERTY: <b>3119 N. 2nd St., Coeur d'Alene</b>
EXISTING ZONING (CHECK ALL THAT APPLY): <b>R-1</b> <input type="checkbox"/> <b>R-3</b> <input type="checkbox"/> <b>R-5</b> <input type="checkbox"/> <b>R-8</b> <input type="checkbox"/> <b>R-12</b> <input type="checkbox"/> <b>R-17</b> <input type="checkbox"/> <b>MH-8</b> <input type="checkbox"/> <b>NC</b> <input type="checkbox"/> <b>CC</b> <input checked="" type="checkbox"/> <b>C-17</b> <input type="checkbox"/> <b>C-17L</b> <input type="checkbox"/> <b>DC</b> <input type="checkbox"/> <b>LM</b> <input type="checkbox"/> <b>M</b> <input type="checkbox"/> <b>NW</b> <input type="checkbox"/>

**JUSTIFICATION:**

An applicant for the relocation of a billboard may request a variance from any of the restrictions or standards of Municipal Code Amended Section 15.50.400(C). The City Council will consider the request for a variance in conjunction with the application for relocation. A variance may only be granted upon a showing of undue hardship due to site characteristics and if approval of the variance would not be contrary to the public interest or the purposes of this Section.

Attach site and/or building plans which illustrate the request.

The **BURDEN OF PROOF** for why the variance is necessary rests on the applicant. Your narrative should address the following points (attach additional pages as needed):

**A.**

DESCRIPTION OF PROJECT/REASON FOR REQUEST:
The request is a variance to the Billboard Relocation Ordinance to allow
the installation of a digital billboard at this location to accommodate
height of the sign and the distance from a residential area.

**B.**

THE UNDUE HARDSHIP CAUSED BY THE PHYSICAL CHARACTERISTICS OF THE SITE:
Please see the attached narrative.

**C.**

SHOW THIS REQUEST IS COMPATIBLE WITH THE PUBLIC INTEREST:
The City Council has approved that billboards maybe relocated and
converted to digital billboards as it is in the interest of the business
community to be able to advertise in different parts of the City using current
technology. It would also cover a larger area of the City in order to
communicate to residents information for informative or emergency purposes.

**CERTIFICATION OF PROPERTY OWNER(S) OF RECORD/APPLICANT:**

I have read and consent to the filing of this application as the owner(s), or as the applicant on behalf of the owner of record. I attest that the contents are true and correct to the best of my knowledge and belief.

Name: Neal Schreibeis Telephone No.: (509)489-4684

Address: 1015 E. Cataldo, Spokane, WA 99202

Signed by Owner(s)/Applicant: 



## Variance Application for Billboard Relocation

This site at 3119 N. 2<sup>nd</sup> St. in Coeur d'Alene was selected from a limited number of properties along Government Way. Limitations include only being in zoned C-17, M, or LM property, then limited by 150 feet away from and intersection, then by 500 ft away from a residential area. Another limitation is put on by both the Federal and State OSHA requirements, enclosed. The OSHA regulations require that during construction, in section 1926.1408(a)(2) that the power lines be deenergized or a clearance of 20 feet be maintained for equipment. This eliminates the west side of Government Way due to the extensive power lines along the west side of Government Way. Deenergizing the power lines for a given property would affect several blocks of business not just one or two adjacent properties. Some of the equipment used in construction is the same equipment used on a regular basis to access and maintain the billboard so the clearance is required even after construction. There are power lines that run perpendicular to Government Way that also effect availability of property along the east side of Government Way. This really narrows the amount of property that will meet all the requirements of Federal, State and City regulations.

There are two residential zones that are less than 500 feet to the proposed site, one being 380 feet away and one being 410 feet away. It is our understanding that the concern is visibility of the sign to a residential area. In order to keep the visibility away from the residential areas, we have proposed a V style sign that turns the sign faces away from the residential area toward the commercial areas, which would mostly affect the residential zone that is 380 feet away. Due to the angle of the V shape the faces of the sign would not be visible to the residential area that is 380 feet away. There is a neighboring building to the southeast, Coeur d'Alene Paving, that is over 40 feet tall that would block the view of the sign to the residential zone that is 410 feet away. There are also trees and bushes around the apartment buildings in both residential areas that also block the visibility between the proposed location and the residential areas.

At the last Council meeting, when the variance amendment was approved, Lamar mentioned that the height change does meet the requirements of the ordinance as stated. It was stated by staff that in section (C)(4)(E) the height shall not exceed the height of the existing billboard, but they did not mention that in section (C)(3)(i)(vi) if the view of the building would block the view of the billboard or the billboard were to block the view of the building, the billboard height would not exceed the building height by 12' or not more than 48' overall. Per the staff the height of the existing billboard is 25'8", so the bottom of the sign is 15'8". The building on the property is 25' tall so the building would block 9' of the billboard, which has a face of 10' in height. At 37' overall, we are requesting to raise the sign 11'4" which would not exceed the 12' nor would it not exceed the overall height of 48'. Why is that considered not meeting the limitations to the ordinance when we meet the requirements. Since we are going over the roof of the building we also wanted to make sure, for safety reasons, that if someone was on the roof, like a roofer or firefighter, it would not cause any interference for them. After the Council meeting the City Administrator approached Lamar for some conversation. In that conversation, he said that section (C)(3)(i)(vi) was meant for the existing billboard and not the new billboard. No where in section (C)(3)(i) does it mention the existing billboard, but it does state "the proposed billboard". Under section (C)(3)(i)(ii) it states "That the proposed Billboard meets the Standards contained in this section; and" and goes on to list other requirements including (C)(3)(i)(vi). The "and" on each subsection connects them together for "proposed billboard". Lamar would propose that Section (C)(4)(e) be removed as to eliminate any confusion and section (C)(3)(i)(vi) is very specific about the height limits and sets an overall height limit.

As part of the variance, which has not been discussed, Lamar would suggest that section (C)(4)(I)(iv) also be removed. This section was discussed with the City Administrator prior to any hearings with the City Council. The City Administrator said that that section is not required, therefore if it is not required, it should be removed.

## Occupational Safety and Health Administration

- **Part Number:** 1926  
**Part Number**
- **Title:** Safety and Health Regulations for Construction
- **Subpart:** 1926 Subpart CC
- **Subpart Title:** Cranes and Derricks in Construction  
**Standard**
- **Number:** 1926.1408
- **Title:** Power line safety (up to 350 kV)--equipment operations.
- **GPO Source:** e-CFR

1926.1408(a)

*Hazard assessments and precautions inside the work zone.* Before beginning equipment operations, the employer must:

1926.1408(a)(1).

*Identify the work zone by either:*

1926.1408(a)(1)(i)

Demarcating boundaries (such as with flags, or a device such as a range limit device or range control warning device) and prohibiting the operator from operating the equipment past those boundaries, or

1926.1408(a)(1)(ii)

Defining the work zone as the area 360 degrees around the equipment, up to the equipment's maximum working radius.

1926.1408(a)(2).

Determine if any part of the equipment, load line or load (including rigging and lifting accessories), if operated up to the equipment's maximum working radius in the work zone,

could get closer than 20 feet to a power line. If so, the employer must meet the requirements in Option (1), Option (2), or Option (3) of this section, as follows:

**1926.1408(a)(2)(i)**

*Option (1)--Deenergize and ground.* Confirm from the utility owner/operator that the power line has been deenergized and visibly grounded at the worksite.

**1926.1408(a)(2)(ii)**

*Option (2)--20 foot clearance.* Ensure that no part of the equipment, load line, or load (including rigging and lifting accessories), gets closer than 20 feet to the power line by implementing the measures specified in paragraph (b) of this section.

**1926.1408(a)(2)(iii)**

*Option (3)--Table A clearance.*

**1926.1408(a)(2)(iii)(A)**

Determine the line's voltage and the minimum approach distance permitted under Table A (see § 1926.1408).

**1926.1408(a)(2)(iii)(B)**

Determine if any part of the equipment, load line or load (including rigging and lifting accessories), while operating up to the equipment's maximum working radius in the work zone, could get closer than the minimum approach distance of the power line permitted under Table A (see § 1926.1408). If so, then the employer must follow the requirements in paragraph (b) of this section to ensure that no part of the equipment, load line, or load (including rigging and lifting accessories), gets closer to the line than the minimum approach distance.

**1926.1408(b)**

*Preventing encroachment/electrocution.* Where encroachment precautions are required under Option (2) or Option (3) of this section, all of the following requirements must be met:

**1926.1408(b)(1)**

Conduct a planning meeting with the operator and the other workers who will be in the area of the equipment or load to review the location of the power line(s), and the steps that will be implemented to prevent encroachment/electrocution.

**1926.1408(b)(2)**

If tag lines are used, they must be non-conductive.

1926.1408(b)(3)

Erect and maintain an elevated warning line, barricade, or line of signs, in view of the operator, equipped with flags or similar high-visibility markings, at 20 feet from the power line (if using Option (2) of this section) or at the minimum approach distance under Table A (see § 1926.1408) (if using Option (3) of this section). If the operator is unable to see the elevated warning line, a dedicated spotter must be used as described in § 1926.1408(b)(4)(ii) in addition to implementing one of the measures described in §§ 1926.1408(b)(4)(i), (iii), (iv) and (v).

1926.1408(b)(4)

Implement at least one of the following measures:

1926.1408(b)(4)(i)

A proximity alarm set to give the operator sufficient warning to prevent encroachment.

1926.1408(b)(4)(ii)

A dedicated spotter who is in continuous contact with the operator. Where this measure is selected, the dedicated spotter must:

1926.1408(b)(4)(ii)(A)

Be equipped with a visual aid to assist in identifying the minimum clearance distance. Examples of a visual aid include, but are not limited to: A clearly visible line painted on the ground; a clearly visible line of stanchions; a set of clearly visible line-of-sight landmarks (such as a fence post behind the dedicated spotter and a building corner ahead of the dedicated spotter).

Submit Feedback

1926.1408(b)(4)(ii)(B)

Be positioned to effectively gauge the clearance distance.

1926.1408(b)(4)(ii)(C)

Where necessary, use equipment that enables the dedicated spotter to communicate directly with the operator.

1926.1408(b)(4)(ii)(D)

Give timely information to the operator so that the required clearance distance can be maintained.

1926.1408(b)(4)(iii)

A device that automatically warns the operator when to stop movement, such as a range control warning device. Such a device must be set to give the operator sufficient warning to prevent

encroachment.

1926.1408(b)(4)(iv)

A device that automatically limits range of movement, set to prevent encroachment.

1926.1408(b)(4)(v)

An insulating link/device, as defined in § 1926.1401, installed at a point between the end of the load line (or below) and the load.

1926.1408(b)(5)

The requirements of paragraph (b)(4) of this section do not apply to work covered by subpart V of this part.

1926.1408(c)

*Voltage information.* Where Option (3) of this section is used, the utility owner/operator of the power lines must provide the requested voltage information within two working days of the employer's request.

1926.1408(d)

*Operations below power lines.*

1926.1408(d)(1)

No part of the equipment, load line, or load (including rigging and lifting accessories) is allowed below a power line unless the employer has confirmed that the utility owner/operator has deenergized and (at the worksite) visibly grounded the power line, except where one of the exceptions in paragraph (d)(2) of this section applies.

1926.1408(d)(2)

*Exceptions.* Paragraph (d)(1) of this section is inapplicable where the employer demonstrates that one of the following applies:

1926.1408(d)(2)(i)

The work is covered by subpart V of this part.

1926.1408(d)(2)(ii)

For equipment with non-extensible booms: The uppermost part of the equipment, with the boom at true vertical, would be more than 20 feet below the plane of the power line or more than the Table A of this section minimum clearance distance below the plane of the power line.

1926.1408(d)(2)(iii)

For equipment with articulating or extensible booms: The uppermost part of the equipment, with the boom in the fully extended position, at true vertical, would be more than 20 feet below the plane of the power line or more than the Table A of this section minimum clearance distance below the plane of the power line.

1926.1408(d)(2)(iv)

The employer demonstrates that compliance with paragraph (d)(1) of this section is infeasible and meets the requirements of § 1926.1410.

1926.1408(e)

*Power lines presumed energized.* The employer must assume that all power lines are energized unless the utility owner/operator confirms that the power line has been and continues to be deenergized and visibly grounded at the worksite.

1926.1408(f)

When working near transmitter/communication towers where the equipment is close enough for an electrical charge to be induced in the equipment or materials being handled, the transmitter must be deenergized or the following precautions must be taken:

1926.1408(f)(1)

The equipment must be provided with an electrical ground.

1926.1408(f)(2)

If tag lines are used, they must be non-conductive.

1926.1408(g)

*Training.*

1926.1408(g)(1)

The employer must train each operator and crew member assigned to work with the equipment on all of the following:

1926.1408(g)(1)(i)

The procedures to be followed in the event of electrical contact with a power line. Such training must include:

1926.1408(g)(1)(i)(A)

Information regarding the danger of electrocution from the operator simultaneously touching the equipment and the ground.

1926.1408(g)(1)(i)(B)

The importance to the operator's safety of remaining inside the cab except where there is an imminent danger of fire, explosion, or other emergency that necessitates leaving the cab.

1926.1408(g)(1)(i)(C)

The safest means of evacuating from equipment that may be energized.

1926.1408(g)(1)(i)(D)

The danger of the potentially energized zone around the equipment (step potential).

1926.1408(g)(1)(i)(E)

The need for crew in the area to avoid approaching or touching the equipment and the load.

1926.1408(g)(1)(i)(F)

Safe clearance distance from power lines.

1926.1408(g)(1)(ii)

Power lines are presumed to be energized unless the utility owner/operator confirms that the power line has been and continues to be deenergized and visibly grounded at the worksite.

1926.1408(g)(1)(iii)

Power lines are presumed to be uninsulated unless the utility owner/operator or a registered engineer who is a qualified person with respect to electrical power transmission and distribution confirms that a line is insulated.

1926.1408(g)(1)(iv)

The limitations of an insulating link/device, proximity alarm, and range control (and similar) device, if used.

1926.1408(g)(1)(v)

The procedures to be followed to properly ground equipment and the limitations of grounding.

1926.1408(g)(2)

Employees working as dedicated spotters must be trained to enable them to effectively perform their task, including training on the applicable requirements of this section.

1926.1408(g)(3)

Training under this section must be administered in accordance with § 1926.1430(g).

1926.1408(h)



Devices originally designed by the manufacturer for use as: A safety device (see § 1926.1415), operational aid, or a means to prevent power line contact or electrocution, when used to comply with this section, must meet the manufacturer's procedures for use and conditions of use.

TABLE A—MINIMUM CLEARANCE DISTANCES

Voltage (nominal, kV, alternating current)	Minimum clearance distance (feet)
up to 50	10
over 50 to 200	15
over 200 to 350	20
over 350 to 500	25
over 500 to 750	35
over 750 to 1,000	45
over 1,000	(as established by the utility owner/operator or registered professional engineer who is a qualified person with respect to electrical power transmission and distribution).

**Note:** The value that follows "to" is up to and includes that value. For example, over 50 to 200 means up to and including 200kV.

Submit Feedback

[75 FR 48142, August 9, 2010]

[OSHA](#)   [Standards](#)   [Enforcement](#)   [Topics](#)   [Media Center](#)   [Contact Us](#)



**U.S. DEPARTMENT OF LABOR**

Occupational Safety and Health Administration  
 200 Constitution Ave NW  
 Washington, DC 20210

☎ 1-800-321-OSHA

1-800-321-6742

[www.osha.gov](http://www.osha.gov)

## **FEDERAL GOVERNMENT** **OCCUPATIONAL SAFETY & HEALTH**

[White House](#)

[Frequently Asked Questions](#)

[Benefits.gov](#)

[A - Z Index](#)

[Coronavirus Resources](#)

[Freedom of Information Act - OSHA](#)

[Disaster Recovery Assistance](#) [Read The OSHA Newsletter](#)

[DisasterAssistance.gov](#)

[Subscribe to the OSHA Newsletter](#)

[USA.gov](#)

[OSHA Publications](#)

[Notification of EEO Violations](#) [Office of Inspector General](#)

[No Fear Act Data](#)

[U.S. Office of Special Counsel](#)

## **ABOUT THE SITE**

[Freedom of Information Act](#)

[Disclaimers](#)

[Plug-ins Used on DOL.gov](#)

[Accessibility Statement](#)

Connect With OSHA



[Site Map](#)

[Important Website Notices](#)

[Privacy & Security Statement](#)

City Council, I would like to take the time to thank you for taking the time to look at the Relocation and Variance Codes. Our hope is that things will go smoother as time progresses.

I would like to start by explaining how Lamar came to select the proposed site for the digital billboard on Government Way. We selected Government Way due to its large number of commercial property and the amount of traffic that travels over it. Commercial areas are what we believed the Council was looking for. We are also in communications with Kootenai County Office of Emergency Management, who is looking to partner with Lamar to utilize our digital signs to contact as many residents as possible, if that ever becomes necessary. Strategic locations around Coeur d'Alene will help accommodate that. Our first concern is for the safety of our employees and any individual who will be working around or is near by the sign. The first thing we look at is power lines, with Federal and State OSHA regulations along with Lamar's own regulations. The Lamar Companies' minimum requirement is 25 feet. The OSHA regulations require that during construction, in section 1926.1408(a)(2) that the power lines be deenergized or a clearance of 20 feet be maintained for equipment. The larger the power lines the greater the distance. There are major power lines on different sections of Government Way that would require a greater distance. This eliminates the west side of Government Way due to the extensive power lines along the west side of Government Way. Photo 1) and 2) give some examples of the power lines. Deenergizing the power lines for a given property would affect several blocks of business not just one or two adjacent properties. Some of the equipment used in construction is the same equipment used on a regular basis to access and maintain the billboard so the clearance is required even after construction. There are power lines that run perpendicular to Government Way, as seen in photo 1), that also effect availability of property along the east side of Government Way. Where ever the power lines are, that are perpendicular to Government Way, that eliminates 45-50 feet around those power lines along Government Way. This really narrows the amount of property that will meet all the requirements of Federal, State and City regulations.

As you know, the City limit of Coeur d'Alene along Government Way is Dalton Ave. so we cannot go any farther north than Dalton Ave. on the east side. The first parcel south of Dalton Ave. is owned by the Sheriff Dept where the jail is located. We have not contacted the Sheriff, but we do not believe the Sheriff would want a billboard on this parcel. The next parcel south is the Kootenai Co Fair Grounds, which is not inside the City limits therefore this would not be possible either, aerial A1, which brings us to Kathleen Ave. Between Kathleen Ave and Neider Ave there are three places along Government Way where we would not need a variance for the distance to a residential, aerial A2. All three parcels are owned by national corporations and our goal is to work with local landowners for the benefit of the local community. From Neider going south every parcel, along the east side Government Way, all the way to the Interstate, has a residential property within the 500-foot distance. Aerials A3, A4 & A5. So, for the full length of Government Way, there are only 3 properties that do not need a variance for the 500-foot spacing from a residential area.

For the aerial view the Red Line designates 150 feet from the intersection, the Yellow Line designates property that is within 500 feet of a residential area and the Green Line is the property that is outside 500 feet of a residential area.

The proposed site at 3119 N. 2<sup>nd</sup> St. was selected for being centrally located on Government Way, it is owned by local residents, the property is completely developed and the billboard would not interfere with any activity on the property. There are two residential zones that are less than 500 feet to the proposed site, one being 380 feet away and one being 410 feet away. It is our understanding that the concern is visibility of the sign to a residential area. In order to keep the visibility away from the residential areas, we have proposed a V style sign that turns the sign faces away from the residential area toward the commercial areas, which would mostly affect the residential zone that is 380 feet away. Due to the angle of the V shape the faces of the sign would not be visible to the residential area that is 380 feet away. There is a neighboring building to the southeast, Coeur d'Alene Paving, that is just over 30 feet tall, (photo 3), that would block the view of the sign to the residential zone that is 410 feet away. In our variance application it was written that the building was over 40 feet tall, however this was

an error. With the billboard height of 37 feet and the building at 30 feet the building would still block the view with the exception of a few feet. There are also trees and bushes around the apartment buildings in both residential areas that also block the visibility between the proposed location and the residential areas. Photos 4), 5) & 6). In photos 4) & 5) there is a red line at the top of the buildings located in the residential areas, showing that their height is lower than the CDA Paving building. In photo 4) there is a red circle around the end of the building that is in the property just north of the CDA Paving property, but that is on commercial property and is also lower than the CDA Paving building.

At the last Council meeting, when the variance amendment was approved, Lamar mentioned that the height change does meet the requirements of the ordinance as stated. It was stated by staff that in section (C)(4)(E) the height shall not exceed the height of the existing billboard, but they did not mention that in section (C)(3)(i)(vi) if the view of the building would block the view of the billboard or the billboard were to block the view of the building, the billboard height would not exceed the building height by 12' or not more than 48' overall. Per the staff the height of the existing billboard is 25'8", so the bottom of the sign is 15'8". The building on the property is 25' tall so the building would block 9' of the billboard, which has a face of 10' in height. At 37' overall, we are requesting to raise the sign 11'4" which would not exceed the 12' nor would it not exceed the overall height of 48'. Why is that considered not meeting the limitations to the ordinance when we meet the requirements. Since we are going over the roof of the building we also wanted to make sure, for safety reasons, that if someone was on the roof, like a roofer or firefighter, it would not cause any interference for them. After the Council meeting the City Administrator approached Lamar for some conversation. In that conversation, he said that section (C)(3)(i)(vi) was meant for the existing billboard and not the new billboard. Nowhere in section (C)(3)(i) does it mention the existing billboard, but it does state "the proposed billboard". Under section (C)(3)(i)(ii) it states "That the proposed Billboard meets the Standards contained in this section; and" and goes on to list other requirements including (C)(3)(i)(vi). The "and" on each subsection connects them

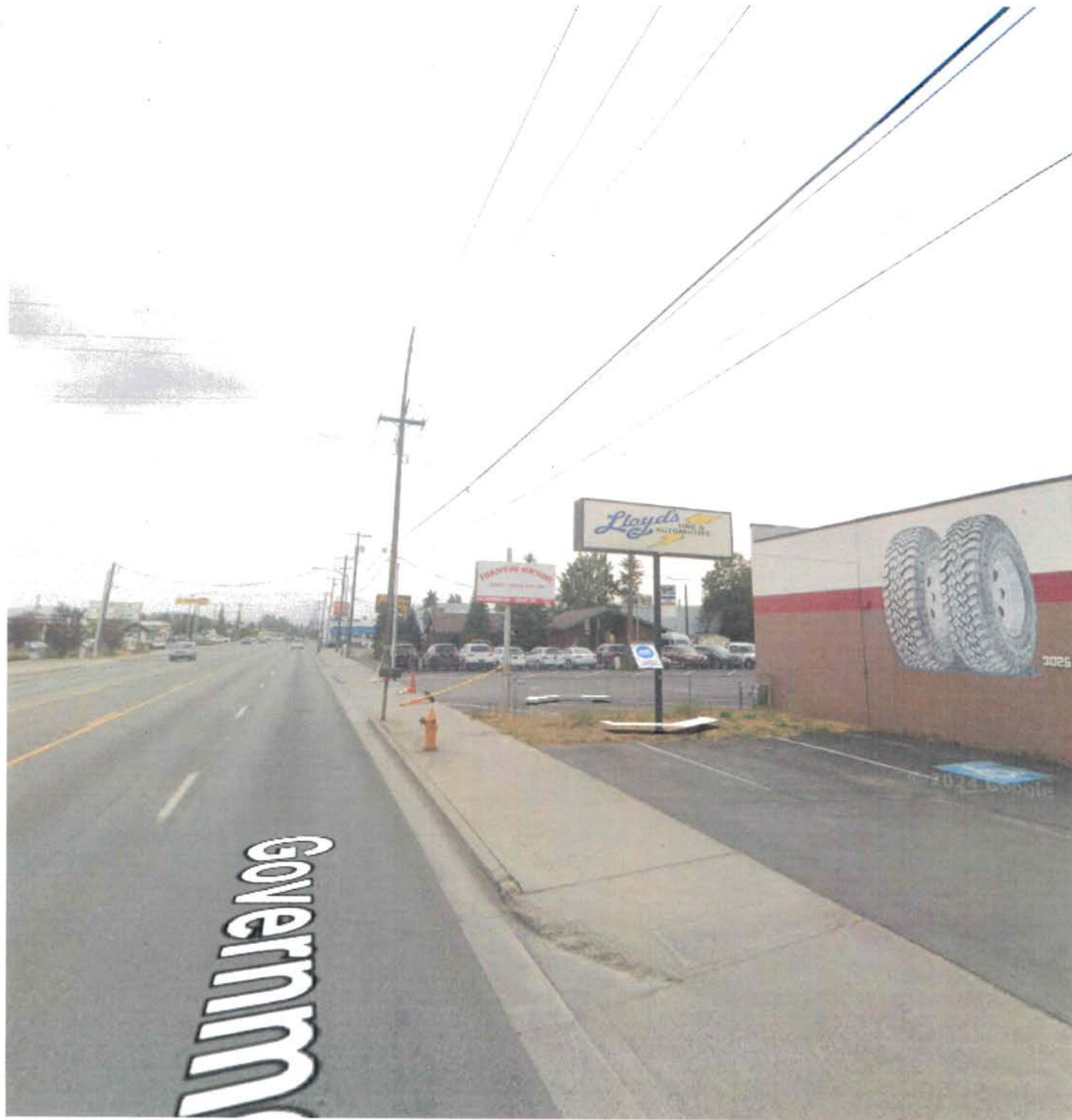
together for “proposed billboard”. Lamar would propose that Section (C)(4)(e) be removed as to eliminate any confusion and section (C)(3)(i)(vi) is very specific about the height limits and sets an overall height limit.

As part of the variance, which has not been discussed, Lamar would suggest that section (C)(4)(l)(iv) also be removed. This section was discussed with the City Administrator prior to any hearings with the City Council. The City Administrator said that that section is not required, therefore if it is not required, it should be removed.

Lamar understands that these two sections cannot be removed tonight, however we would appreciate it if the Council would look at them and see what could be done in the future.

Our goal is to help other businesses in the community along with charities and non-profit entities which also support our community. We would like to get more residents become more aware of local business and events that they may not be aware of. Allowing Lamar to build a digital billboard at this location would help a great deal in informing the our community.

D



2)





3)



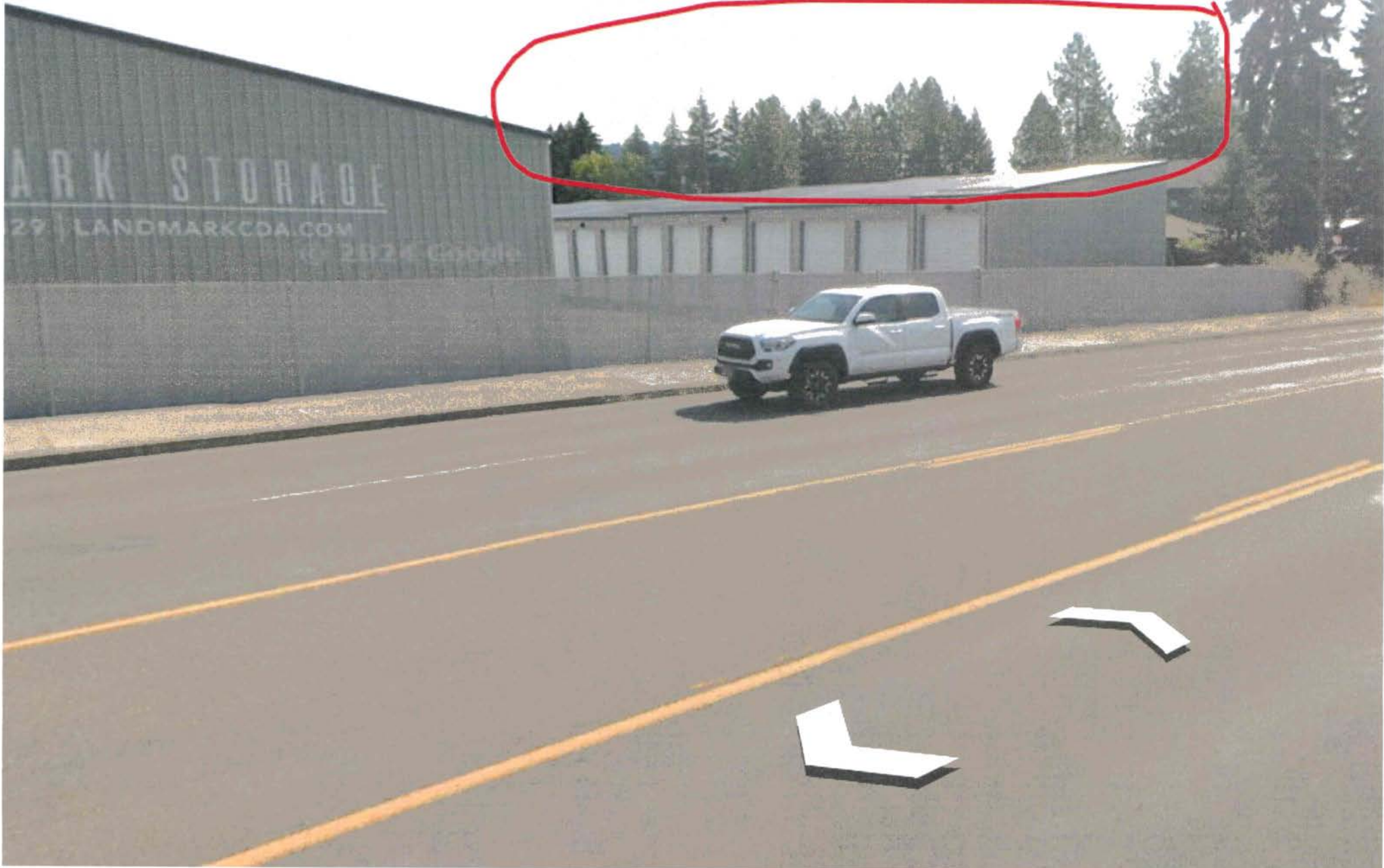
4)



5)



6)



W DALTON AVE

A1

149.5

N AUTO CENTER DR

W CLAYTON AVE

N GOVERNMENT WAY

N CROWN AVE

N BOURBON DR

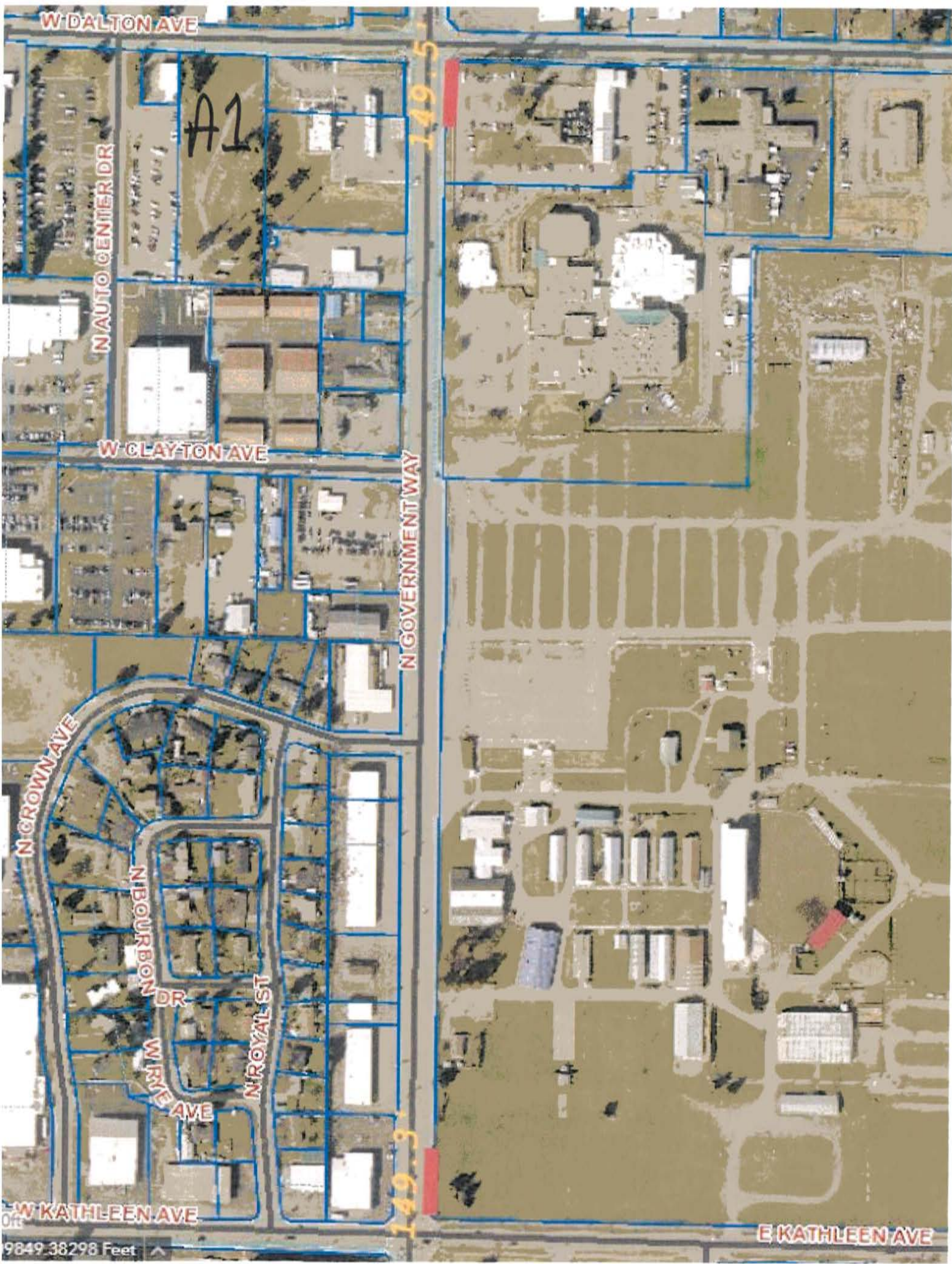
W RILEY AVE

N ROYAL ST

149.3

W KATHLEEN AVE

E KATHLEEN AVE



A2



A3



AH

210

106

2929

185

183

2923

#D 185

#C

2801

211

179

28

205

185

185

#B

#A

400.4'

W HAYCRAFT AVE

149.4'

196

2641

188

212

N GOVERNMENT WAY

533'

26

26

26

26

26

2625

213

2611

149.3'

201

119

217



W APPLEWAY AVE

A5

08

204

200

2433

114

10

2500

2425

2420

2421

2420

2415

2410

2414

24

2403

2414

2412

N A ST

2410

2411

2402

101

103

10

2401

217

2401

#B

#

W CARDWELL DR

E BORAH AVE

2320

106

110

#2

110

#4

22

W INTERSTATE 30

N GOVERNMENT WAY





# RELOCATION OF BILLBOARD PERMIT APPLICATION

**STAFF USE ONLY**

Date Submitted: \_\_\_\_\_ Received by: \_\_\_\_\_ Fee paid: \_\_\_\_\_ Zoning: \_\_\_\_\_  
Demolition Permit # \_\_\_\_\_ Electronic Message Sign: Y or N

## REQUIRED SUBMITTALS

Sign Fee based on Valuation: \$ \_\_\_\_\_

\* Public hearing required with the City Council

A **COMPLETE APPLICATION** is required at the time of application submittal, as determined and accepted by the Municipal Services Department.

**Completed application form**

**Will this sign be an Electronic Messaging Display Sign; if so, complete the letter of compliance for electronic message signs form in addition to this permit.**

**Title Report(s) by an Idaho licensed Title Company:** Title report(s) with correct ownership easements, and encumbrances prepared by a title insurance company. The report(s) shall be a full Title Report and include the Listing Packet.

**Mailing labels provided by an Idaho licensed Title Company:** Owner's list and two (2) sets of mailing labels with the owner's addresses prepared by a title company, using the last known name/address from the latest tax roll of the County records. This shall include the following:

1. All property owners within 300ft of the external boundaries. \* **Non-owners list no longer required\***
2. All property owners within the subject property boundaries. (Including the applicant's property)
3. A copy of the tax map showing the 300ft mailing boundary around the subject property.

**A written narrative:** Including a description of the request, how Municipal Code 15.50.110 is furthered by the relocation, that the billboard meets the standards contained in City Code, that the billboard will not negatively impact the visual quality of the general areas and is compatible in appearance and layout with adjacent uses, that it does not block the view from public rights-of-way of a structure of historical or architectural significance.

**A legal description:** in MS Word compatible format, together with a meet and bounds map stamped by a licensed Surveyor.

**Drawings, Scaled Site Plan, Architectural Renderings & Elevations, Photo Simulation:** The relocation of a Billboard requires submission of drawings stamped by an Idaho-licensed architect or engineer. Detailed plans showing footing and foundation design, reinforcement size and placement, pole type, size and thickness, all bolted and/or welded connections, and a description of Billboard construction materials; supporting calculations which address the design criteria (wind, soils, materials, and seismic.) A detailed site plan which shows the location on the property, and distances to all adjacent site appurtenances (buildings, structures, trees, roads, etc.) and rights-of-way, and all setbacks from property lines and existing structures. The site plan needs to show all existing uses on the property, including parking, access, and other signage. Accurate architectural renderings and elevations, a scaled site plan, and photo simulations showing the locations of all existing structures and improvements, and the proposed Billboard. *Note: All utilities required for a relocated Billboard, including electrical, shall be underground if power is located on the property or within seventy-five feet (75') of the property.* Show the location of power on the scaled site plan.

**Submittal documents:** Applications will not be accepted unless all application items on the form are submitted both with original documents and an electronic copy.

**DEADLINE FOR SUBMITTALS**

The City Council meets on the first and third Tuesday of each month. The completed form and other documents must be submitted to the Municipal Services Department not later than the first working day of the month. Staff will schedule the hearing for the earliest possible date to allow for all noticing requirements. If all noticing requirements can be met, the hearing would be held the second Council meeting of the following month, which would be the third Tuesday.

**PUBLIC HEARING NOTICE SIGN TO BE POSTED ON SUBJECT PROPERTY**

The applicant is required to post a public hearing notice, provided by the Planning Department, on the property at a location specified by the Planning Department. This posting must be done one (1) week prior to the date of the City Council meeting at which this item will be heard. An affidavit testifying where and when the notice was posted, by whom, and a picture of the notice posted on the property is also required and must be returned to the Planning Department.

**APPLICATION INFORMATION**

PROPERTY OWNER: MILLER PROPERTY HOLDINGS, LLC		
MAILING ADDRESS: 3119 N. 2 <sup>ND</sup> ST.		
CITY: COEUR D' ALENE	STATE: ID	ZIP: 83815
PHONE:	FAX:	EMAIL:
APPLICANT OR CONSULTANT: LAMAR ADVERTISING OF SPOKANE		STATUS: ENGINEER / <b>OTHER</b>
MAILING ADDRESS: 1015 E. CATALDO		
CITY: SPOKANE	STATE: WA	ZIP: 99202
PHONE (509)489-4684	FAX: (509)489-3484	EMAIL: NSCHREIBEIS@LAMAR.COM

**FILING CAPACITY**

- Recorded property owner as to of \_\_\_\_\_
- Purchasing (under contract) as of \_\_\_\_\_
- The Lessee/Renter as of Lamar Advertising of Spokane
- Authorized agent of any of the foregoing, duly authorized in writing. *(Written authorization must be attached)*

**SITE INFORMATION:**

GENERAL LOCATION OR ADDRESS OF THE PROPERTY: 3119 N. 2 <sup>ND</sup> ST, COUER D' ALENE, ID
GROSS AREA/ACRES):  2.84 ACRES

RELOCATION OF BILLBOARD PERMIT APPLICATION

EXISTING CITY ZONING (CHECK ALL THAT APPLY): <input checked="" type="checkbox"/> C-17 <input type="checkbox"/> LM <input type="checkbox"/> M
CURRENT LAND USE: STORAGE UNITS
DESCRIPTION OF PROJECT/REASON FOR REQUEST: INSTALL DIGITAL BILLBOARD ON THE NORTHWEST CORNER OF PROPERTY, ALONG N GOVERNMENT WAY.

**CERTIFICATION OF APPLICANT:**

I, Neal Schreibeis, being duly sworn, attests that he/she is the applicant of this  
(Insert name of applicant)

request and knows the contents thereof to be true to his/her knowledge.

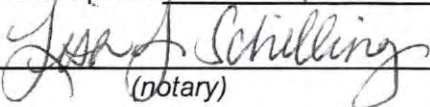
Signed:   
(applicant)

Notary to complete this section for applicant:

Subscribed and sworn to me before this 12th day of September, 2024.

Notary Public for WA Residing at: Spokane, WA



My commission expires: 7-29-25  
Signed:   
(notary)

**CERTIFICATION OF PROPERTY OWNER(S) OF RECORD:**

I have read and consent to the filing of this application as the owner of record of the area being considered in this application.

Name: Daniel Stubbs Telephone No.: (208)996-2829

Address: 3119 N. 2<sup>nd</sup> St, Coeur d' Alene, ID, 83815

Signed by Owner: 

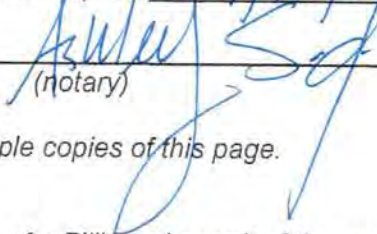
Notary to complete this section for all owners of record:

Subscribed and sworn to me before this 14 day of September, 2024.

Notary Public for Idaho Residing at: Arrol, Idaho



My commission expires: 04/12/2027

Signed:   
(notary)

*\*For multiple applicants or owners of record, please submit multiple copies of this page.*

I (We) the undersigned do hereby make petition for a Relocation of a Billboard permit of the property described in this petition, and do certify that we have provided accurate information as required by this petition form, to the best of my (our) ability.

Be advised that all exhibits presented will need to be identified at the meeting, entered into the record, and retained in the file.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Narrative in Support of Billboard Relocation Permit Application

Lamar Advertising is applying to relocate one of our billboards while upgrading it to a digital design.

The proposed billboard will adhere to all current Municipal codes. The Coeur d'Alene City Council has already approved this style of signage and it meets all of the zoning requirements as described in 15.50.400(C)(c). It is planned for non-residential property zoned C-17 with proper minimal frontage. As is customary practice our billboard will not obstruct or negatively impact the visual quality of the general areas, and we follow all placement, location and construction rules.

Consistent with Chapter 15.50.110, Lamar continues to promote a healthy business climate in the City by providing businesses an effective way to advertise their goods and services, as well as providing informational needs to the public through the medium of periodical Public Service Announcements.

We have remained in compliance with current laws and rules, and are following the Permit Application requirements. The Title Report has been completed with the mailing labels and maps provided by a licensed Idaho title company as the Permit Application requests.

The land owner has provided a legal description and our engineering documents are up-to-date.

We are submitting all drawings, plans, renderings and all of the required documentation including the Letter of Compliance for electronic message signs form per the instructions and checklist the City provides with requisite original copy and an electronic copy.

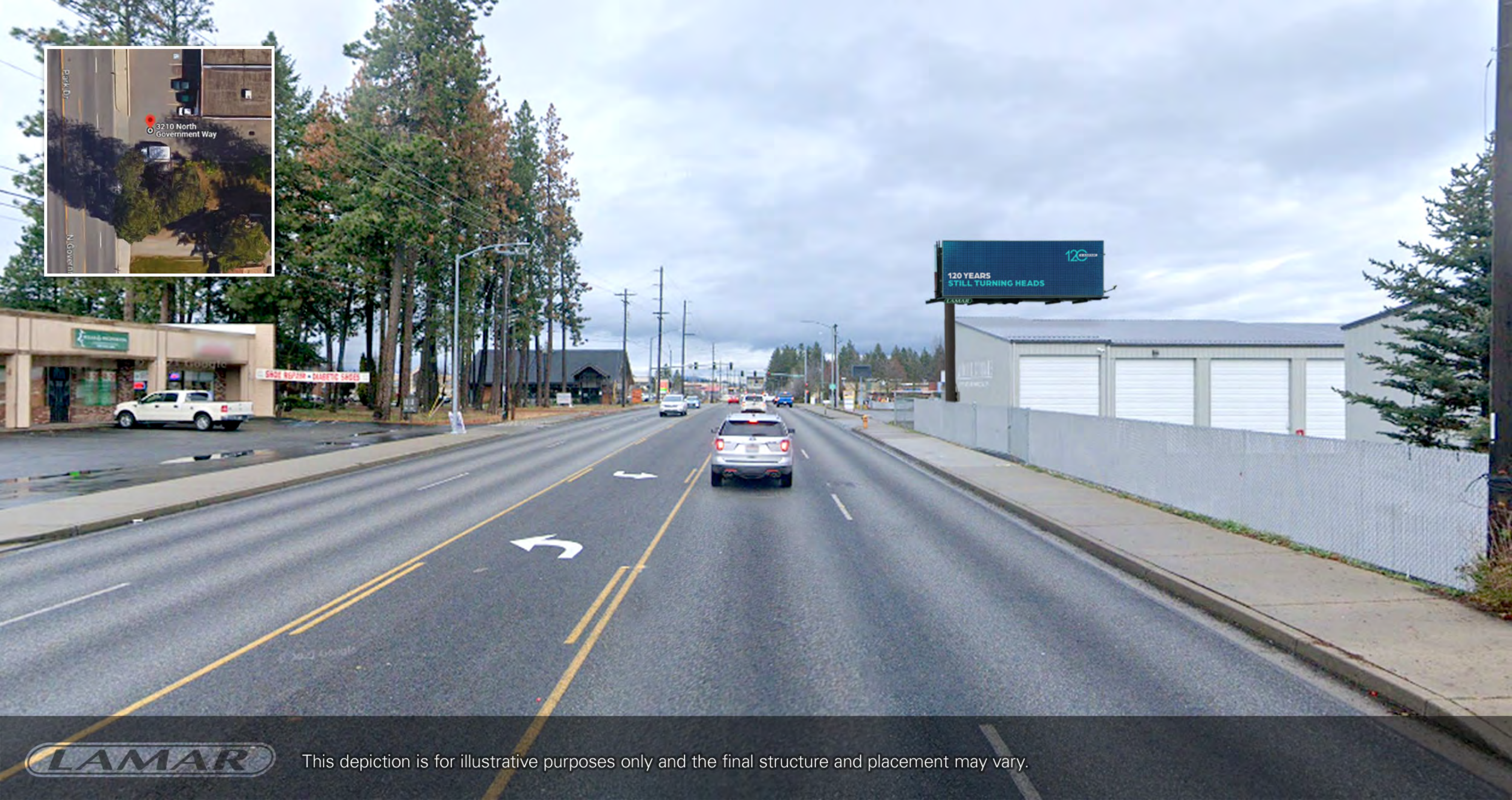
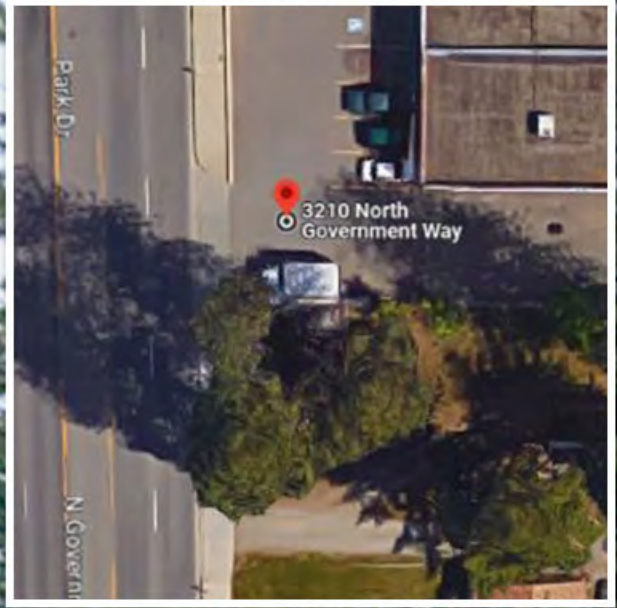


This depiction is for illustrative purposes only and the final structure and placement may vary.



This depiction is for illustrative purposes only and the final structure and placement may vary.





This depiction is for illustrative purposes only and the final structure and placement may vary.



LAMAR

This depiction is for illustrative purposes only and the final structure and placement may vary.

A parcel of land being a portion of Tracts 4, 5 and 6 of the Plat of Thomas Addition filed in Book c of Plats at Page 4, Records of Kootenai County, Idaho, lying in the southwest quarter of Section 1, Township 50 North, Range 4 West, Boise Meridian, City of Coeur d'Alene, Kootenai County, Idaho and more particularly described as follows:

**Commencing at** the West quarter corner of said Section 1 monumented by a 2 inch aluminum cap in monument case per CP&F Instrument No. 2030653000, Records of Kootenai County, Idaho, from which the southwest corner bears South 00°02'12" East a distance of 2647.29 feet; thence along the West line of said southwest quarter, South 00°02'12" East a distance of 610.68 feet; thence leaving said West line, North 89°57'48" East a distance of 42.50 feet to a tack and washer in concrete wall marked "PLS 4182" at the southwest corner of Block 1 of the Plat of Romine Addition filed in Book I of Plats at Page 462, Records of Kootenai County, Idaho, on the East Right-of-Way of Government Way, said point also being the **True Point of Beginning**;

Thence along the South line of said Block 1 of the Plat of Romine Addition, South 89°09'01" East a distance of 299.37 feet to a 5/8 inch rebar with yellow plastic cap marked "PLS 4182";

Thence continuing along said South line of Block 1 of the Plat of Romine Addition and its extension thereof, South 89°02'51" East a distance of 318.61 feet to a 5/8 inch rebar with yellow plastic cap marked "PLS 4182" on the West Right-of-Way of 2<sup>ND</sup> Street;

Thence along said West Right-of-Way of 2<sup>ND</sup> Street and the West line of Tracts 16 and 17 of said Plat of Thomas Addition, South 00°04'10" West a distance of 229.61 feet to a 5/8 inch rebar with yellow plastic cap marked "PLS 4182" at the southeast corner of the North 35 feet of said Tract 4 of the Plat of Thomas Addition;

Thence along the South line of said North 35 feet of Tract 4 of the Plat of Thomas Addition, North 89°11'48" West a distance of 434.80 feet to a 5/8 inch rebar with illegible yellow plastic cap;

Thence leaving said South line of the North 35 feet of Tract 4 of the Plat of Thomas Addition, North 00°01'48" West a distance of 100.45 feet to a 5/8 inch rebar with yellow plastic cap marked "PLS 4182" on the North line of the South half of said Tract 5 of the Plat of Thomas Addition;

Thence along said North line of the South half of Tract 5 of the Plat of Thomas Addition, North 89°08'16" West a distance of 182.75 feet to a point on said East Right-of-Way of Government Way;

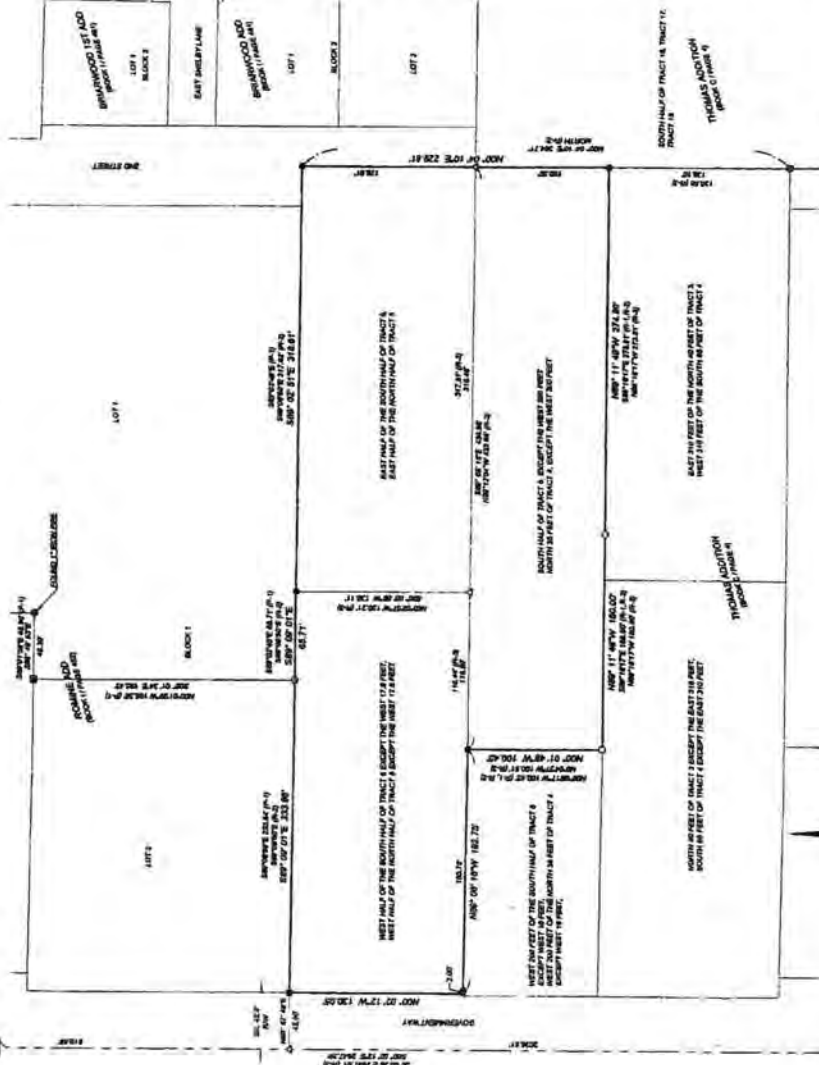
Thence along said East Right-of-Way of Government Way, North 00°02'12" West a distance of 130.05 feet to the **True Point of Beginning**;

Said parcel containing 2.844 acres of land, more or less.

# RECORD OF SURVEY

A PORTION OF LOTS 4, 5 AND 6 OF THOMAS ADDITION  
 LYING IN THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN,  
 CITY OF COEUR DALENE, KOOTENAI COUNTY, IDAHO

WEST QUARTER CORNER  
 FOUND BY ALUMINUM CAP  
 FOUND BY ALUMINUM CAP  
 FOUND BY ALUMINUM CAP



BOOK 30 PAGE 250  
 INSTRUMENT No. 24150A000  
 STATE OF IDAHO  
 COUNTY OF KOOTENAI  
 AT THE REQUEST OF LAKE CITY ENGINEERS, INC.  
 J. B. JAMES, SURVEYOR  
 1010 1/2 S. 10th St., COEUR DALENE,  
 IDAHO

**BASIS OF BEARING**  
 # 5 CD  
 ALL ANGLES AND BEARINGS ARE REFERRED TO THE TRUE MERIDIAN  
 AND CORRECTED FOR THE MAGNETIC DEVIATION OF SECTION 1,  
 TOWNSHIP 50 NORTH, RANGE 4 WEST, BOISE MERIDIAN.

**PURPOSE**  
 THE PURPOSE OF THIS RECORD IS TO UNAMBIGUOUSLY SHOW THE  
 BOUNDARIES OF THE SEVERAL LOTS SHOWN HEREON.

**NOTE**  
 THERE WAS NO ATTEMPT MADE TO SHOW ALL OF THE PHYSICAL FEATURES OF THE  
 PROPERTY, AND ANY ELEMENTS OF RECORD EXCEPT FOR THOSE SHOWN HEREON  
 ARE NOT TO BE CONSIDERED AS PART OF THIS RECORD.

**REFERENCE DOCUMENTS**  
 P-1 RECORD OF SURVEY PREPARED BY J. B. JAMES, SURVEYOR, AND FILED AT  
 BOOK 18 OF SURVEYS, PAGE 18, RECORDS OF KOOTENAI COUNTY, IDAHO  
 P-2 RECORD OF SURVEY PREPARED BY J. B. JAMES, SURVEYOR, AND FILED AT  
 BOOK 13 OF SURVEYS, PAGE 18, RECORDS OF KOOTENAI COUNTY, IDAHO  
 P-3 RECORD OF SURVEY PREPARED BY J. B. JAMES, SURVEYOR, AND FILED AT  
 BOOK 10 OF SURVEYS, PAGE 18, RECORDS OF KOOTENAI COUNTY, IDAHO  
 P-4 PLAT OF HOMER ADDITION PREPARED BY G. L. JAMES, AND FILED AT BOOK 1  
 OF PLATS, PAGE 48, RECORDS OF KOOTENAI COUNTY, IDAHO  
 P-5 PLAT OF THOMAS ADDITION PREPARED BY G. L. JAMES, AND FILED AT BOOK C OF  
 PLATS, PAGE 4, RECORDS OF KOOTENAI COUNTY, IDAHO.

**LEGEND**

- SET 8" x 1" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"
- SET 8" x 1" PIP BEARS WITH 2" ALUMINUM CAP MARKED "S 1 1/2"
- SET 2" x 2" PIP BEARS WITH CONCRETE MALL MARKED "S 1 1/2"
- FOUND 8" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"
- FOUND 2" x 2" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"
- FOUND 1" x 1" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"
- FOUND 3/4" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"
- FOUND 3/8" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"
- FOUND 3/16" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"
- FOUND 1/8" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"
- FOUND 1/4" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"
- FOUND 1/2" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"
- FOUND 3/4" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"
- FOUND 1" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"
- FOUND 1 1/2" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"
- FOUND 2" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"
- FOUND 3" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"
- FOUND 4" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"
- FOUND 6" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"
- FOUND 8" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"
- FOUND 10" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"
- FOUND 12" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"
- FOUND 14" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"
- FOUND 16" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"
- FOUND 18" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"
- FOUND 20" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"
- FOUND 22" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"
- FOUND 24" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"
- FOUND 26" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"
- FOUND 28" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"
- FOUND 30" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"
- FOUND 32" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"
- FOUND 34" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"
- FOUND 36" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"
- FOUND 38" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"
- FOUND 40" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"
- FOUND 42" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"
- FOUND 44" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"
- FOUND 46" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"
- FOUND 48" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"
- FOUND 50" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"
- FOUND 52" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"
- FOUND 54" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"
- FOUND 56" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"
- FOUND 58" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"
- FOUND 60" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"
- FOUND 62" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"
- FOUND 64" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"
- FOUND 66" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"
- FOUND 68" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"
- FOUND 70" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"
- FOUND 72" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"
- FOUND 74" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"
- FOUND 76" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"
- FOUND 78" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"
- FOUND 80" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"
- FOUND 82" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"
- FOUND 84" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"
- FOUND 86" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"
- FOUND 88" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"
- FOUND 90" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"
- FOUND 92" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"
- FOUND 94" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"
- FOUND 96" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"
- FOUND 98" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"
- FOUND 100" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"

**SURVEYOR'S CERTIFICATE**  
 I, J. B. JAMES, SURVEYOR, DO HEREBY CERTIFY THAT I AM AN EXPERIENCED  
 SURVEYOR AND THAT I HAVE PERSONALLY EXAMINED THE RECORDS OF THE  
 CITY OF COEUR DALENE, KOOTENAI COUNTY, IDAHO, AND THAT THE  
 RECORDS OF SAID CITY ARE CORRECT AND COMPLETE.

**SURVEYOR'S SIGNATURE**  
 J. B. JAMES

**NOTARY PUBLIC**  
 J. B. JAMES

**DATE**  
 10/1/2024

**SCALE**  
 1" = 50'

**LEGEND**  
 ● SET 8" x 1" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"  
 ● SET 8" x 1" PIP BEARS WITH 2" ALUMINUM CAP MARKED "S 1 1/2"  
 ● SET 2" x 2" PIP BEARS WITH CONCRETE MALL MARKED "S 1 1/2"  
 ○ FOUND 8" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"  
 ○ FOUND 2" x 2" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"  
 ○ FOUND 1" x 1" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"  
 ○ FOUND 3/4" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"  
 ○ FOUND 3/8" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"  
 ○ FOUND 3/16" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"  
 ○ FOUND 1/8" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"  
 ○ FOUND 1/4" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"  
 ○ FOUND 1/2" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"  
 ○ FOUND 3/4" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"  
 ○ FOUND 1" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"  
 ○ FOUND 1 1/2" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"  
 ○ FOUND 2" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"  
 ○ FOUND 3" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"  
 ○ FOUND 4" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"  
 ○ FOUND 6" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"  
 ○ FOUND 8" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"  
 ○ FOUND 10" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"  
 ○ FOUND 12" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"  
 ○ FOUND 14" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"  
 ○ FOUND 16" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"  
 ○ FOUND 18" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"  
 ○ FOUND 20" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"  
 ○ FOUND 22" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"  
 ○ FOUND 24" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"  
 ○ FOUND 26" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"  
 ○ FOUND 28" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"  
 ○ FOUND 30" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"  
 ○ FOUND 32" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"  
 ○ FOUND 34" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"  
 ○ FOUND 36" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"  
 ○ FOUND 38" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"  
 ○ FOUND 40" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"  
 ○ FOUND 42" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"  
 ○ FOUND 44" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"  
 ○ FOUND 46" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"  
 ○ FOUND 48" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"  
 ○ FOUND 50" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"  
 ○ FOUND 52" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"  
 ○ FOUND 54" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"  
 ○ FOUND 56" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"  
 ○ FOUND 58" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"  
 ○ FOUND 60" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"  
 ○ FOUND 62" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"  
 ○ FOUND 64" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"  
 ○ FOUND 66" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"  
 ○ FOUND 68" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"  
 ○ FOUND 70" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"  
 ○ FOUND 72" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"  
 ○ FOUND 74" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"  
 ○ FOUND 76" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"  
 ○ FOUND 78" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"  
 ○ FOUND 80" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"  
 ○ FOUND 82" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"  
 ○ FOUND 84" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"  
 ○ FOUND 86" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"  
 ○ FOUND 88" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"  
 ○ FOUND 90" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"  
 ○ FOUND 92" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"  
 ○ FOUND 94" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"  
 ○ FOUND 96" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"  
 ○ FOUND 98" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"  
 ○ FOUND 100" PIP BEARS WITH YELLOW PLASTIC CAP MARKED "S 1 1/2"



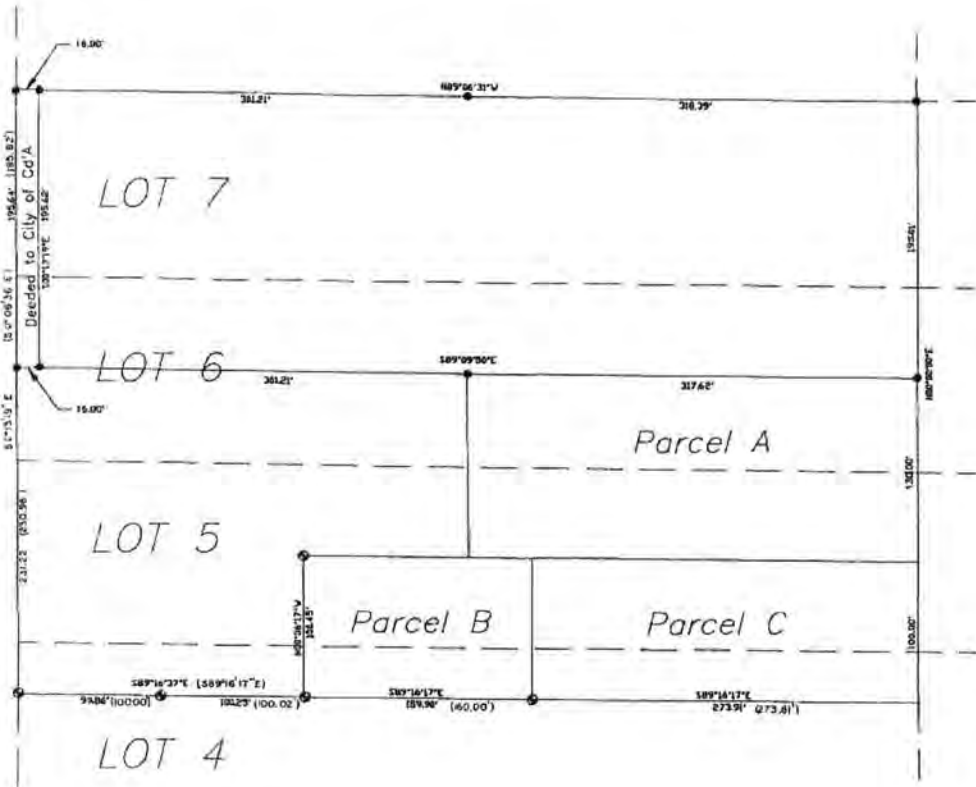


RECORD OF SURVEY  
Lots 4,5,6, & 7 Thomas Addition To Cd'A  
SW 1/4 Section 1, Township 50 North, Range 4 West B.M.  
Kootenai County, Idaho

SCALE 1"=50'

1309643

J Chris Pfahl  
15 June 10, 1993  
Shawn Wilson  
5"



BASIS OF BEARING

THE SOUTH LINE OF PARCEL B WHICH PER MECKEL (INST #816507) IS N82°16'17\"

LEGEND

- FOUND MONUMENT SET OR PREVIOUSLY FOUND BY MECKEL (SEE INST #816507)
- SET 1/2\" REBAR W/PLASTIC CAP
- ( ) RECORD PER INST #816507

NOTES

- 1978 PARCELS A,B, & C AND PORTIONS OF LOTS 3,4,5,6, & 7 SURVEYED BY MECKEL (R/S 2451). RECORD OF SURVEY RECORDED AS INSTRUMENT #816507.
- 1993 THIS SURVEY PERFORMED TO REESTABLISH DILATERATED PROPERTY CORNERS PREVIOUSLY FOUND OR SET BY MECKEL AS SHOWN ON INST #816507 AND TO ESTABLISH CORNERS OF THE PARCEL DEEDED TO THE CITY OF COEUR D'ALENE.

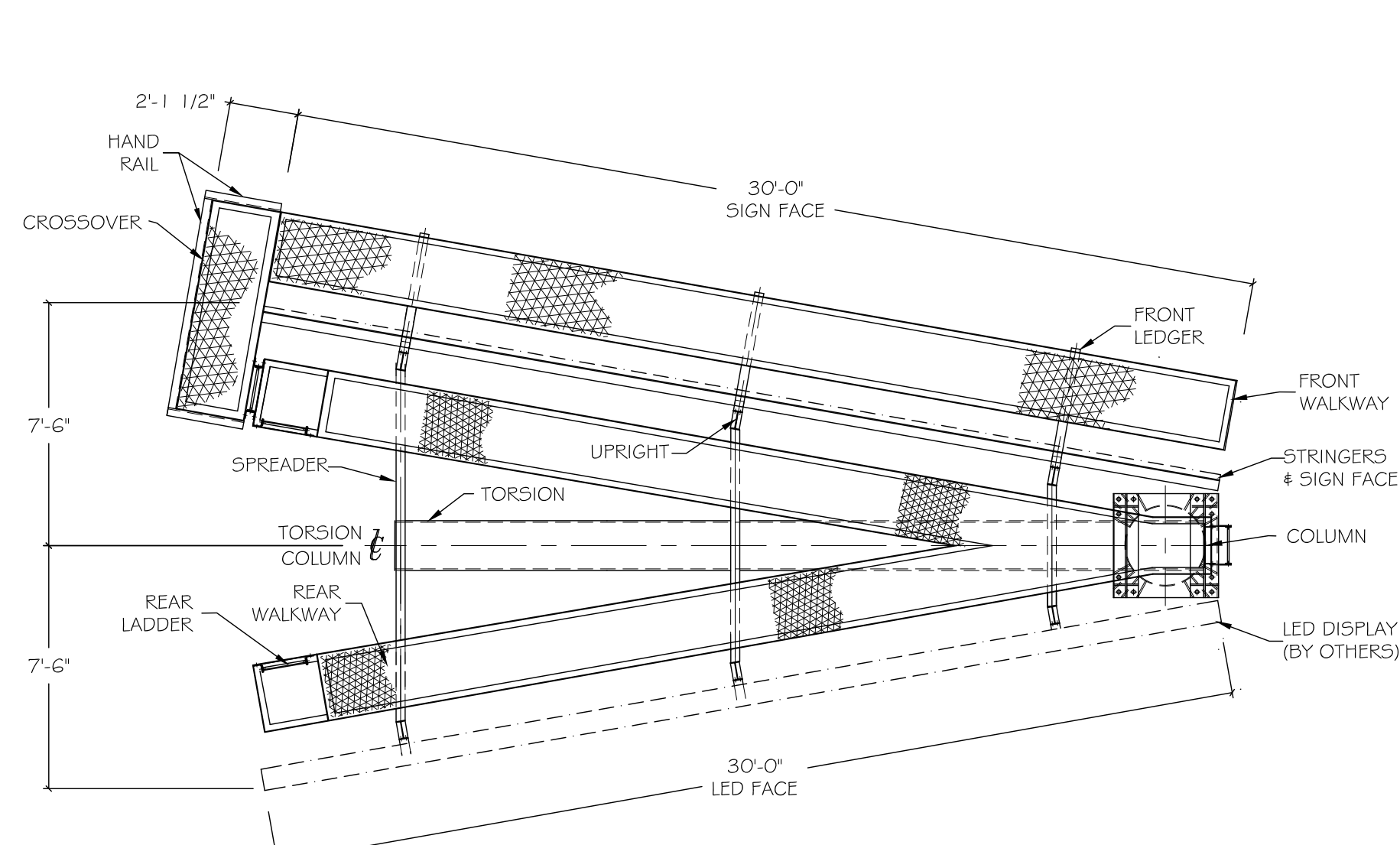
SURVEYOR'S CERTIFICATION

I, J. CHRIS PFAHL, R.L.S. 4458 STATE OF IDAHO DO HEREBY CERTIFY THAT THIS PLAT REPRESENTS A SURVEY DONE BY ME OR UNDER MY SUPERVISION AND THAT REQUIREMENTS OF CHAPTER 16, TITLE 25, IDAHO CODE HAVE BEEN MET.

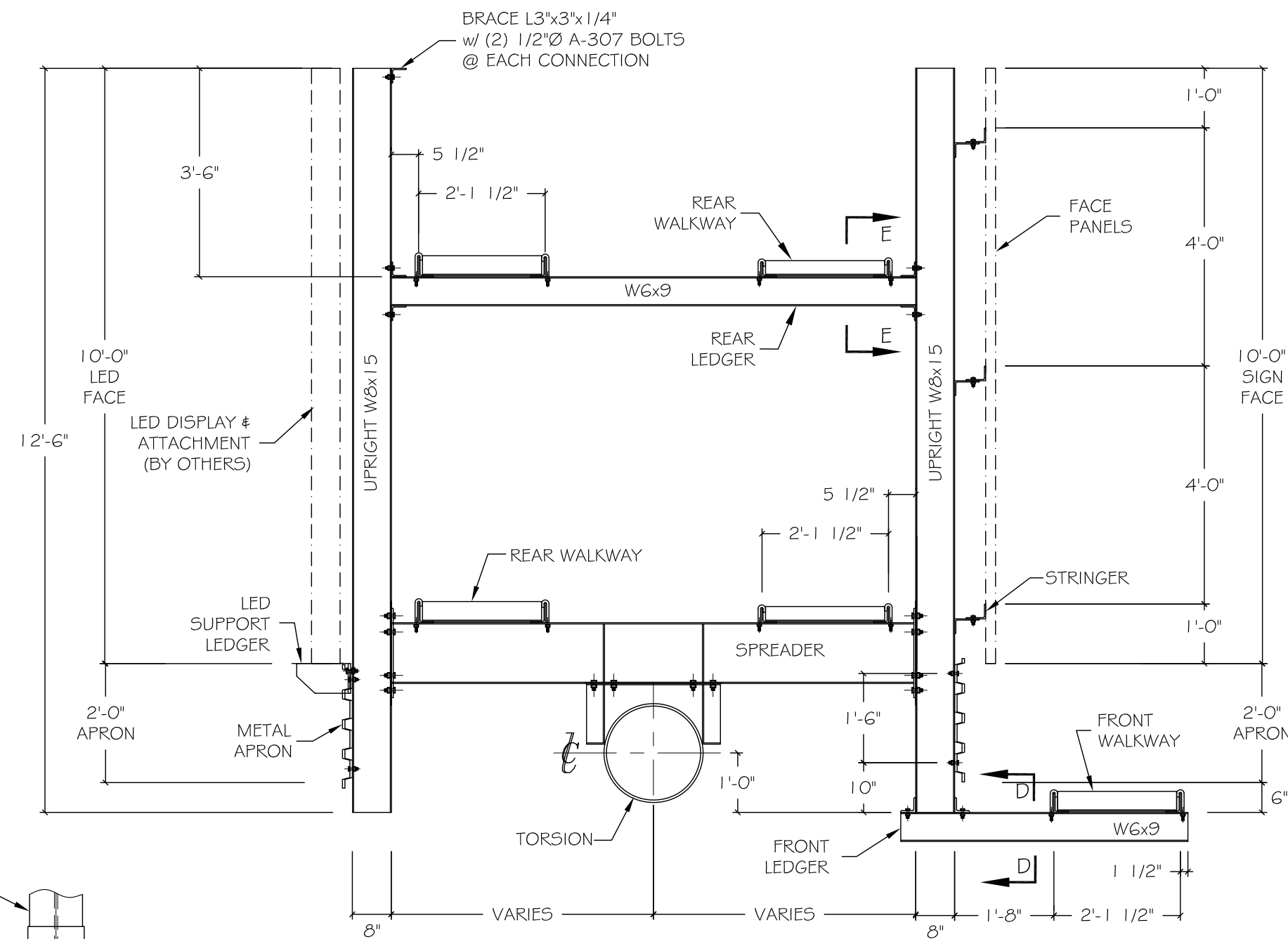


SILVER VALLEY ENGINEERING BOX 438 WALLACE, IDAHO 83873

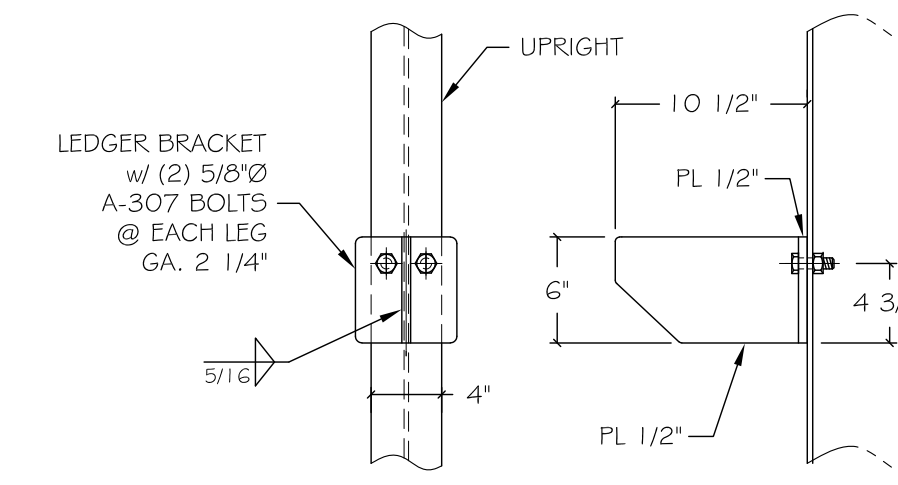
T/T



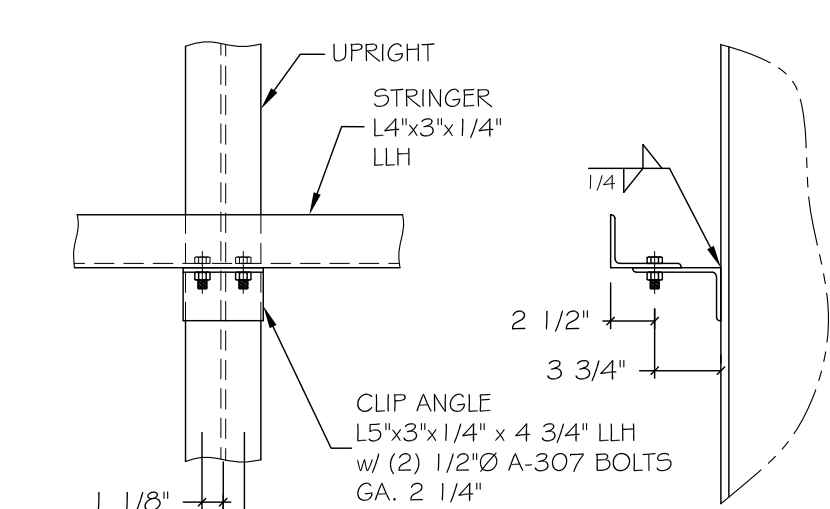
PLAN VIEW



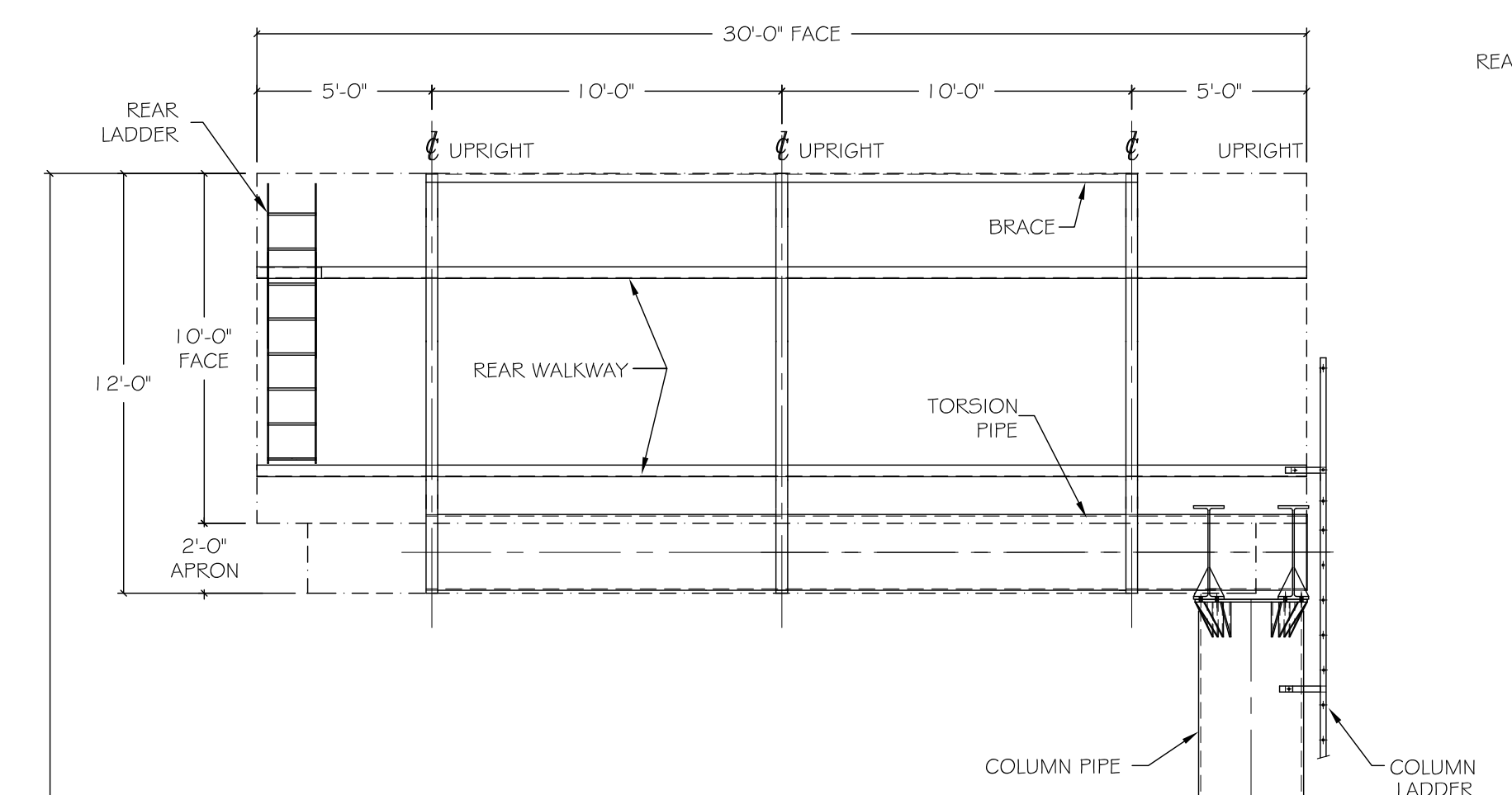
TYPICAL SECTION THRU SIGN



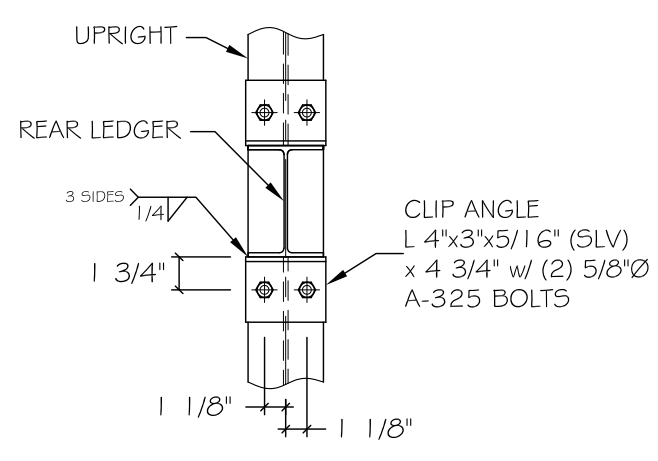
SUPPORT LEDGER DETAIL



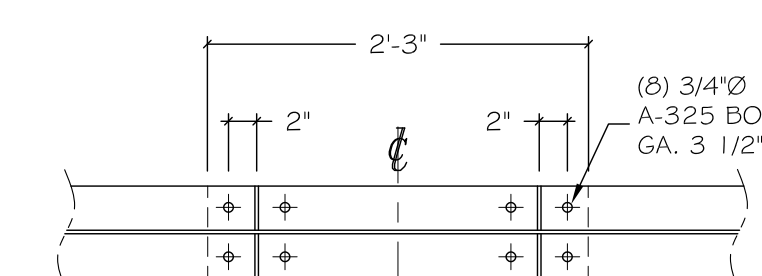
STRINGER MOUNTING DETAIL



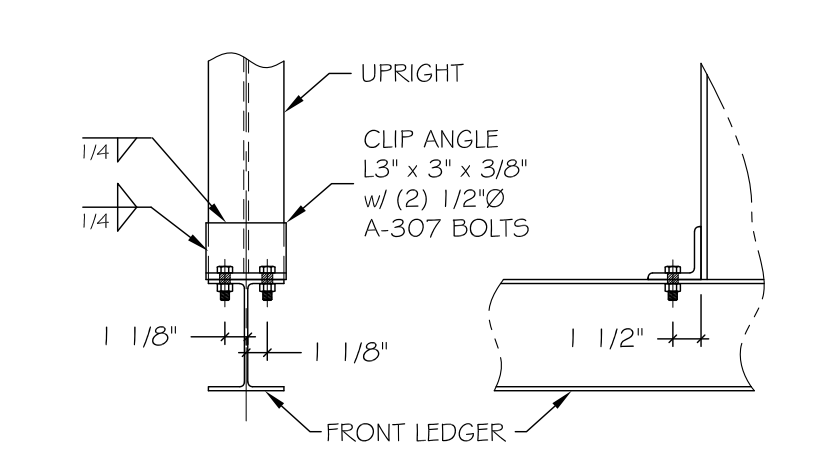
ELEVATION (LED FACE)



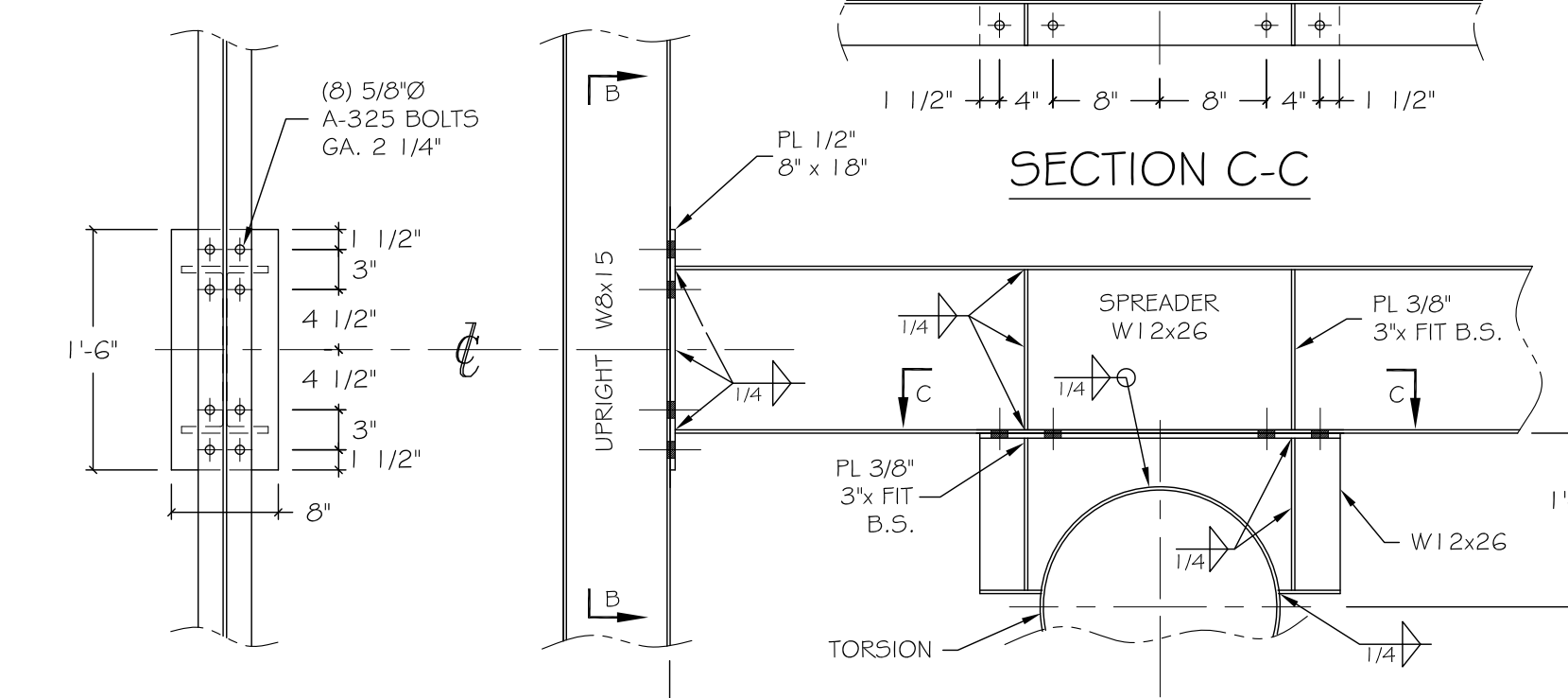
SECTION E-E



SECTION C-C

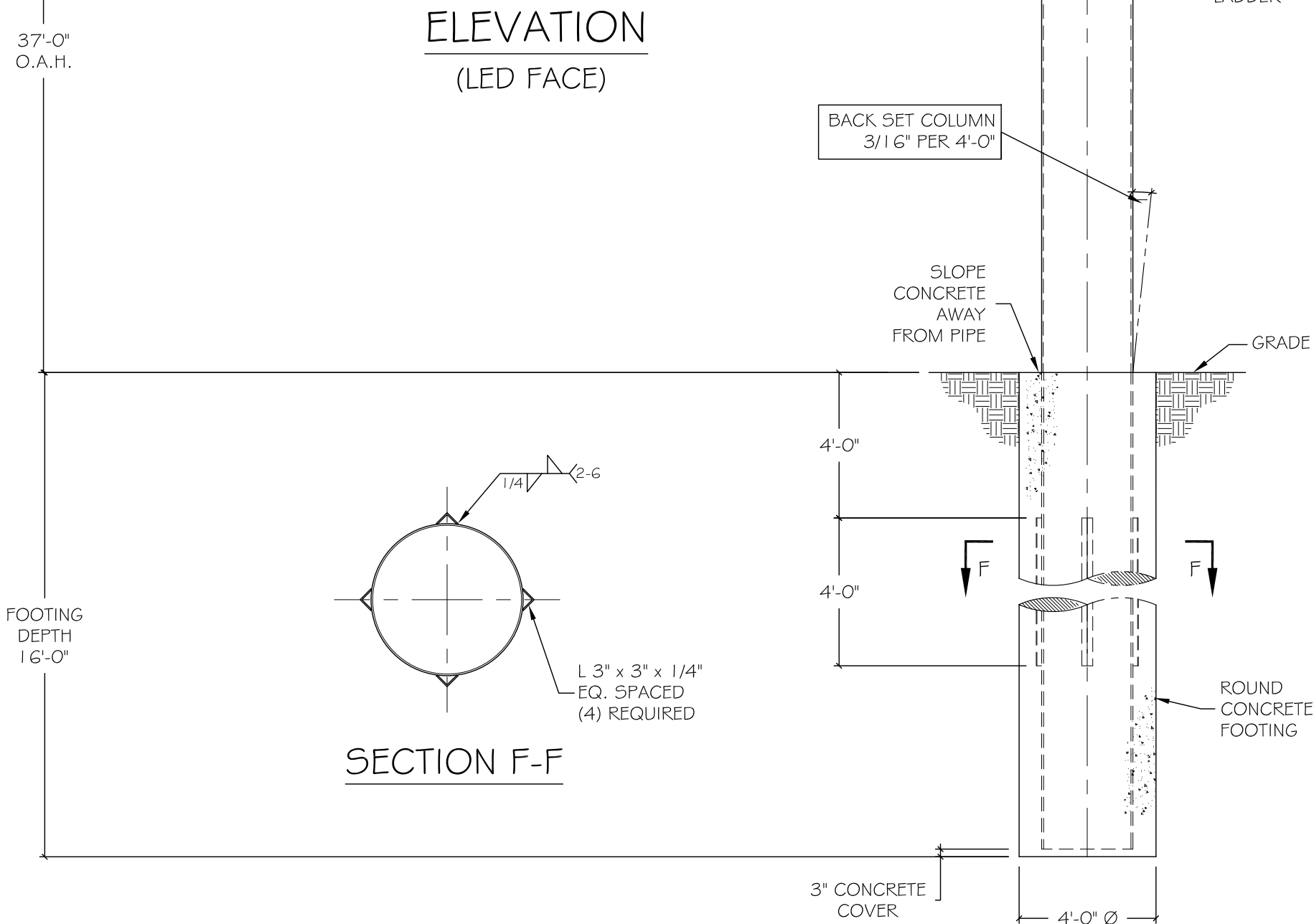


SECTION D-D

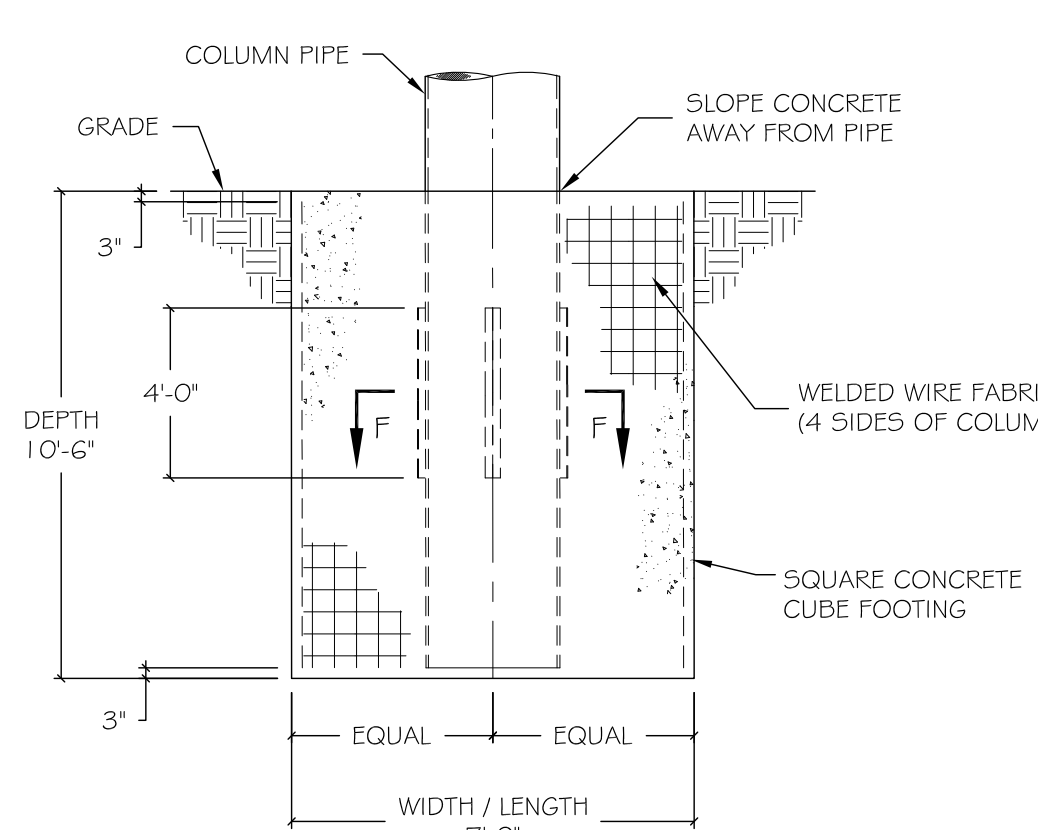


SECTION B-B

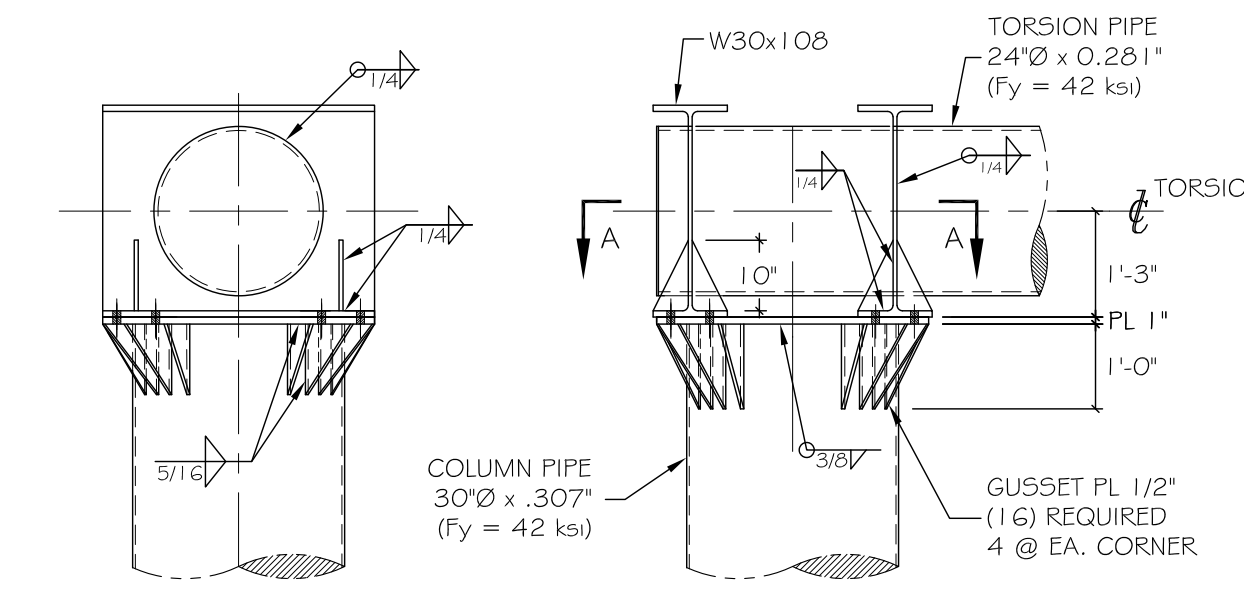
UPRIGHT-SPREADER-TORSION CONNECTION



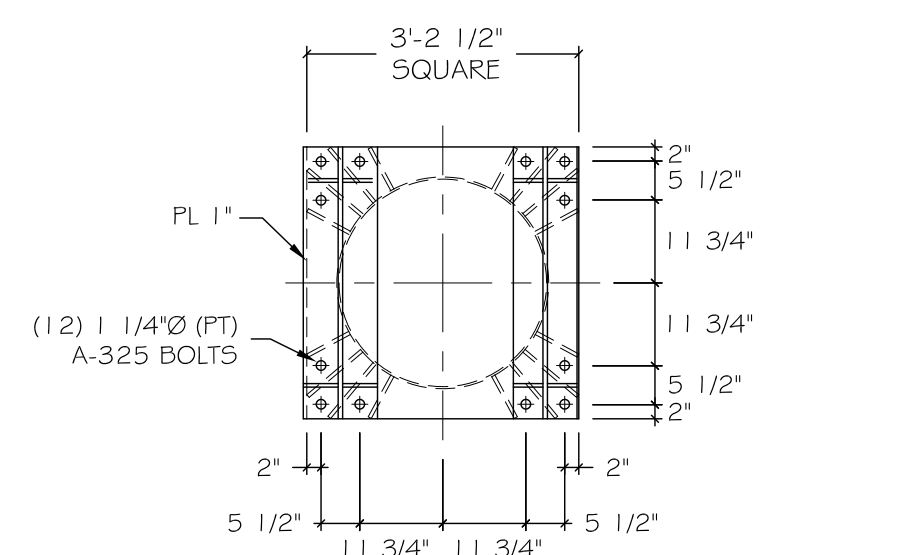
SECTION F-F



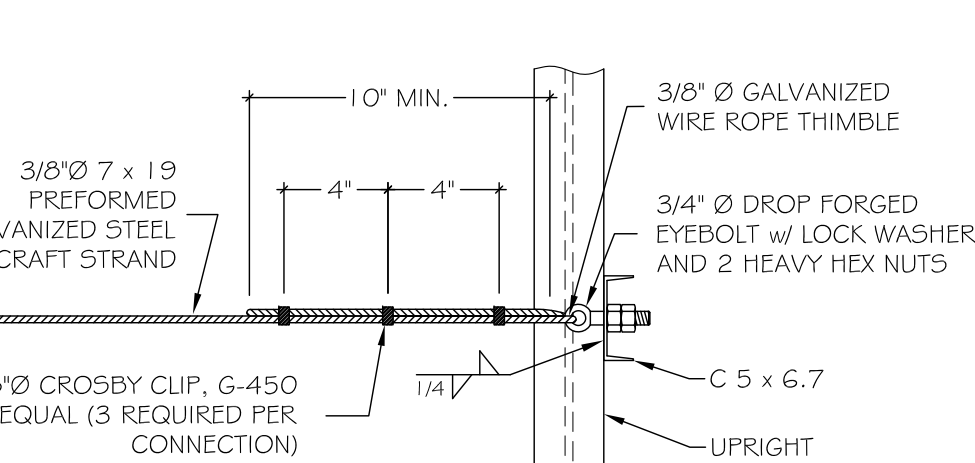
ALT. CUBE FOOTING



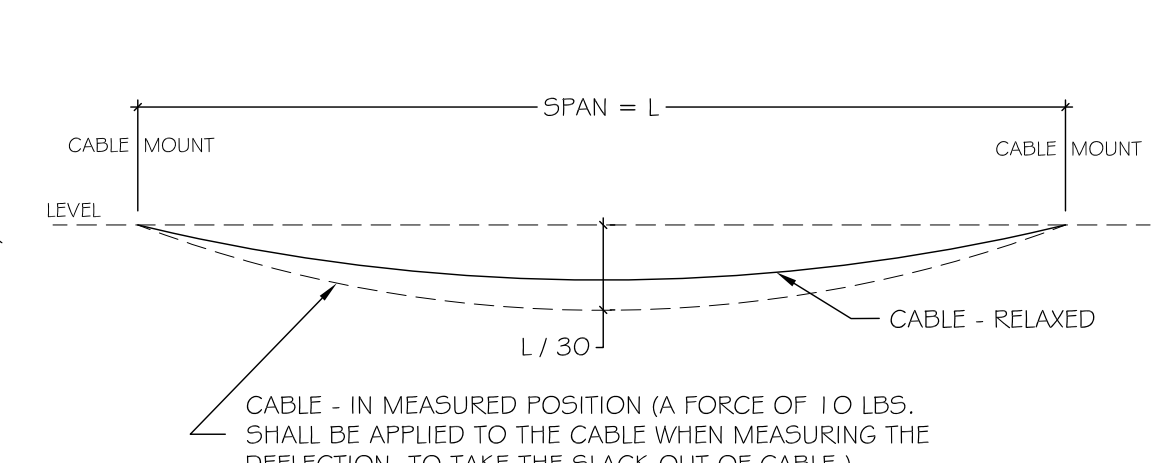
COLUMN-TORSION CONNECTION



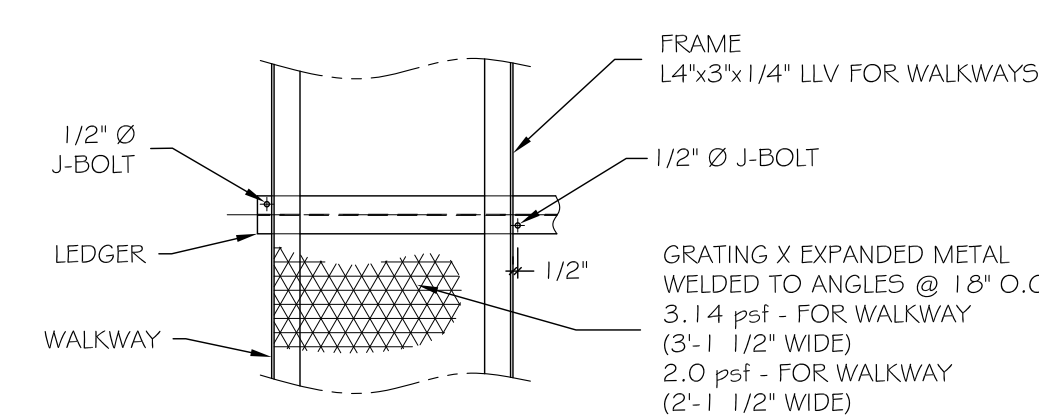
SECTION A-A



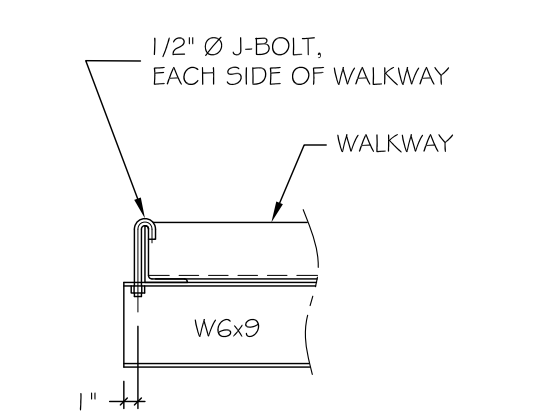
SAFETY CABLE MOUNTING



SAFETY CABLE TENSION



TYPICAL WALKWAY DETAIL



WALKWAY MOUNTING DETAIL

**SITE / SIGN NOTES AND SPECIFICATIONS**  
(APPLY UNLESS OTHERWISE NOTED)

CODE - 2018 INTERNATIONAL BUILDING CODE

**WIND DESIGN** - SIGN STRUCTURE WIND LOADS ARE DETERMINED IN ACCORDANCE WITH ASCE 7-16 SECTION 29.3.1. BASIC WIND SPEED: 103 MPH (3 SECOND GUST) RISK CATEGORY: II EXPOSURE: C DESIGN WIND PRESSURE (ULTIMATE LEVEL): 36.0 PSF (AVERAGE), 48.5 PSF (MAXIMUM AT ENDS), REFER TO ASCE 7-16 FIGURE 29.3-1. ANY SIGN COMPONENTS NOT SPECIFICALLY DETAILED ON THESE DRAWINGS BUT ATTACHED TO THE STRUCTURE SHALL BE DESIGNED IN ACCORDANCE WITH THE INFORMATION ABOVE.

**DESIGN LIVE LOAD** - MAINTENANCE PLATFORMS: 40 PSF OR 300 LBS. CONC. LOAD

**DESIGN DEAD LOAD** - LED DISPLAYS: 5,000 LBS EACH OTHER STRUCTURAL MEMBERS: AS NOTED IN CALCULATIONS.

**ROUND / CUBE FOOTING** - EMBEDMENT DEPTH FOR FOOTING DOES NOT APPLY TO LOCATIONS WHERE WALLS OF THE HOLE WILL NOT STAND WITHOUT SUPPLEMENTAL SUPPORT, OR WHERE UNCOMPACTED FILL OR ORGANIC FILL EXISTS. FOUNDATION IS DESIGNED UTILIZING LATERAL BEARING PER IBC SECTION 1807.3.2.1. ALLOWABLE LATERAL SOIL PRESSURE PER IBC TABLE 1806.2 IS 150 PSF/FT (SOIL CLASS 4 - TYPE: SAND, SILTY SAND, CLAYEY SAND, SILTY GRAVEL AND CLAYEY GRAVEL). DESIGNED LATERAL SOIL PRESSURE HAS BEEN MULTIPLIED BY 2 PER SECTION 1806.3.4. VERIFY SOIL TYPE DURING EXCAVATION. NOTIFY ENGINEER OF ANY DISCREPANCY.

EXTEND COLUMN PIPE TO BOTTOM OF FOOTING (3" CONCRETE COVER REQUIRED)

**GENERAL NOTES AND SPECIFICATIONS**  
(APPLY UNLESS OTHERWISE NOTED)

**STEEL** - WIDE FLANGES - ASTM A-992. OTHER SHAPES & PLATES - ASTM A-36.

**PIPE SECTIONS** - ASTM A53 GR B OR A252 GR 2, OR API 5L (WITH MINIMUM YIELD STRENGTH AS INDICATED ON DRAWINGS).

**EXPANDED METAL GRATING** - EXPANDED METAL GRATING SHALL BE MANUFACTURED FROM CARBON STEEL IN CONFORMANCE WITH THE EXPANDED METAL MANUFACTURERS ASSOCIATION (EMMA) STANDARD NO. 557-99. STANDARDS FOR EXPANDED METAL. EMMA IS A DIVISION OF THE NATIONAL ASSOCIATION OF ARCHITECTURAL METAL MANUFACTURERS (NAAMM).

ALL STRUCTURAL STEEL SHALL BE FABRICATED AND ERECTED ACCORDING TO LATEST AISC SPECIFICATIONS AND STANDARD PRACTICE.

**PAINTING** - ALL STRUCTURAL STEEL, EXPOSED TO WEATHER, SHALL BE SHOP PRIMED AND PAINTED IN ACCORDANCE WITH AISC 335 (SPECIFICATION) AND AISC 303 (STANDARD PRACTICE).

**CONCRETE** - CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 2,500 PSI AT 28 DAYS AND BE PLACED IN ACCORDANCE WITH ACI 318. CONCRETE MIX SHALL BE PROPORTIONED WITH A MAXIMUM WATER CEMENT RATIO OF 0.50.

**REINFORCING STEEL** - FOR CUBE FOOTING, REINFORCING STEEL SHALL BE WELDED WIRE FABRIC W4 x W4 PER ASTM A185 OR A497M. WELDED WIRE FABRIC CAN BE SUBSTITUTED WITH POLYPROPYLENE FIBER MESH INCORPORATED INTO THE CONCRETE MIX AT THE RATE OF 3 LBS. PER CUBIC YARD. REINFORCING SHALL BE FABRICATED AND SEGREGATED IN ACCORDANCE WITH ACI 318 AND CRSI MANUAL OF STANDARD PRACTICE. DO NOT WELD REINFORCING STEEL UNLESS APPROVAL IS OBTAINED FROM THE ENGINEER PRIOR TO CONSTRUCTION.

**WELDING** - ALL WELDING MATERIALS AND COMPONENTS SHALL BE IN COMPLIANCE WITH AWS D1.1 USING E70XX ELECTRODES.

**BOLTS** - ALL REGULAR SHALL CONFORM TO ASTM A-307. HIGH STRENGTH BOLTS SHALL CONFORM TO ASTM A-325. ALL BOLTS SHALL BE INSTALLED TO A SNUG TIGHT CONDITION UNLESS NOTED TO BE PRE-TENSIONED (PT). PT BOLTS SHALL BE FULLY TENSIONED PER AISC TURN OF THE NUT METHOD (1/3 OF A TURN PAST A SNUG TIGHT CONDITION) OR OTHER AISC APPROVED TENSIONING METHOD.

**SPECIAL INSPECTIONS** - SPECIAL INSPECTIONS ARE REQUIRED PER CHAPTER 17 FOR THE FOLLOWING ITEMS:

- HIGH STRENGTH BOLTS: PERIODIC INSPECTION TO REVIEW FASTENER COMPONENTS AND TENSIONING.
- FOUNDATION: PERIODIC INSPECTION TO VERIFY EXCAVATION DIMENSIONS

**STEEL FABRICATOR** - ALL STRUCTURAL STEEL SHALL BE SHOP FABRICATED BY THE FOLLOWING APPROVED FABRICATOR:  
PAGE STEEL  
2040 INDUSTRIAL DRIVE  
PAGE, AZ 85040

UNLESS SPECIFICALLY INDICATED AS FIELD WORK, NO FIELD WELDING IS ALLOWED WITHOUT THE APPROVAL OF THE ENGINEER OF RECORD. SPECIAL INSPECTIONS IS REQUIRED FOR ALL FIELD WELDING.

THE ERECTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS IN THE FIELD BEFORE ERECTION AND NOTIFY ENGINEER OF ANY DISCREPANCIES. ERECTORS SHALL NOTIFY ENGINEER IF STRUCTURE IS LOCATED NEAR ANY BUILDINGS.

THE UNDERSIGNED ENGINEER WILL NOT SUPERVISE THE FABRICATION OR ERECTION OF THIS STRUCTURE.

THIS PRINT IS THE PROPERTY OF  
RMG OUTDOOR, INC.  
PROFESSIONAL SEAL VALID ONLY WHEN FABRICATED BY THE ABOVE. IT IS PROVIDED FOR PERMIT PURPOSES ONLY.  
ANY OTHER USE OR REPRODUCTION IS PROHIBITED WITHOUT WRITTEN AUTHORIZATION FROM RMG OUTDOOR, INC.



CUSTOMER  
LAMAR ADVERTISING

SIGN LOCATION  
COEUR D'ALENE, ID

10' x 30'  
SINGLE POST  
FULL FLAG  
DOUBLE FACE  
15' V-BUILD  
LED / STATIC

ENG. NO. G-12449 DR. DBM CH. JS

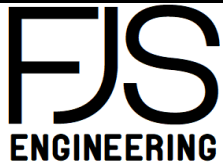
ENG. NO. DATE 10/20/2024

JOB NO. SHEET NO. 51 of 1

**FJS ENGINEERING**  
FJS Engineering  
Tucson, AZ  
T: 520.490.3311  
contact@fjsengineering.com  
ID Firm #4630  
PROJ. NO. RMGO-23-233

**RMG Outdoor Inc.**  
4425 North 24th Street, Suite 200  
Phoenix, Arizona 85016  
Phn: (602) 230-8634 Fax: (602) 230-9071

WIRMG OUTDOOR - RMG OUTDOOR - COEUR D'ALENE - ID - G12449 - 1038FFDFBB 04130104 DRAWINGS1038FF15V - LED LHR - 30 OAH - G-12449 - LAMAR - COEUR D'ALENE ID



FJS ENGINEERING (FIRM #4630)  
 PORTLAND, OR  
 520-490-3311  
 CONTACT@FJSENGINEERING.COM

PROJ. NO.: RMGO-23-233  
 DATE: Oct-24

**CALCULATIONS CREATED FOR:**  
 RMG OUTDOOR  
 4425 N 24TH ST, STE 200  
 PHOENIX, AZ

**COVER SHEET**

PAGE NO.: 1

**SIGN INFORMATION**

RMG PROJ. NO. G-12449  
 OWNER/APPLICANT: LAMAR ADVERTISING  
 FACE SIZE (FT): 10 x 30  
 LOCATION: COEUR d'ALENE, ID

OVERALL HEIGHT (FT): 37  
 H.A.G.L. (FT): 25  
 APRON HEIGHT (FT): 2  
 SIGN TYPE:

- CENTER MOUNT
- PARTIAL FLAG
- FULL FLAG
- COLUMN OFFSET
- V-BUILD
- BACK TO BACK
- SINGLE FACE
- MULTI-POST

FOOTING TYPE:

- ROUND
- CUBE
- SPREAD

**DESIGN CRITERIA**

CODE: 2018 IBC

DESIGN LOADS:

DEAD:

STATIC FACE: 2.5 PSF  
 LED PANEL: 5000 LBS  
 PIGEON PAN: N/A PSF  
 OTHER MEMBERS AS NOTED IN CALCULATIONS

LIVE:

ON WALKWAYS: 40 PSF  
 300 LBS CONCENTRATED

WIND:

DESIGN WIND SPEED 103 MPH  
 RISK CATEGORY II  
 EXPOSURE CATEGORY C

SOIL:

IBC SOIL CLASS: 4  
 LAT. BEARING PRESS.: 300 PSF/FT  
 VERT. BEARING PRESS: 2000 PSF

**MATERIAL SPECIFICATIONS**

STEEL:

W-SHAPES AND WT-SHAPES: ASTM A992,  $F_y = 50$  KSI  
 ANGLES AND CHANNELS: ASTM A36,  $F_y = 36$  KSI  
 RECT. AND SQUARE HSS: ASTM A500 GRADE B,  $F_y = 46$  KSI  
 ROUND HSS: ASTM A500 GRADE B,  $F_y = 42$  KSI  
 PLATES: ASTM A36,  $F_y = 36$  KSI  
 PIPE: ASTM A53B, A252 OR API 5LX,  $F_y$  AS NOTED

BOLTS:

ASTM A307, A325N AND/OR A490N AS NOTED

WELDING:

SHALL CONFORM TO AWS D1.1, WELD FILLER METAL = E70XX

CONCRETE:

$f'_c = 2500$  psi AT 28 DAYS

REINFORCING STEEL:

ASTM A706, GRADE 60 ( $F_y = 60$  ksi)

**REVISIONS**



SIGNED: 10/20/2024  
 EXPIRES: 03/31/2026



	FJS ENGINEERING (FIRM #4630) PORTLAND, OR 520-490-3311 CONTACT@FJSENGINEERING.COM	<b>CALCULATIONS CREATED FOR:</b> RMG OUTDOOR 4425 N 24TH ST, STE 200 PHOENIX, AZ	<b>TABLE OF CONTENTS</b>
	PROJ. NO.: RMGO-23-233 DATE: Oct-24		PAGE NO.: 2

**TABLE OF CONTENTS**

<b>DESIGN SECTION</b>	<b>PAGES</b>
COVER SHEET	1
TABLE OF CONTENTS	2
WIND DESIGN	3
WALKWAYS	4-5
UPRIGHTS	6-7
STRINGERS	8
SPREADERS	9
TORSION PIPE	10-12
HEAD PLATE	13-14
COLUMN	15-18
FOOTINGS	19-20

	FJS ENGINEERING (FIRM #4630) PORTLAND, OR 520-490-3311 CONTACT@FJSENGINEERING.COM	CALCULATIONS CREATED FOR: RMG OUTDOOR 4425 N 24TH ST, STE 200 PHOENIX, AZ	WIND DESIGN	
	PROJ. NO.: RMGO-23-233 DATE: Oct-24		PAGE NO.: 3	

### SIGN INFORMATION

FACE WIDTH (B):	30	FT
OVERALL HEIGHT OF SIGN (h):	37	FT
HAGL:	25	FT
FACE HEIGHT:	12	FT
CLEARANCE RATIO (s/h):	0.3243	
ASPECT RATIO (B/s):	2.500	

### FORCE COEFFICIENT DETERMINATION

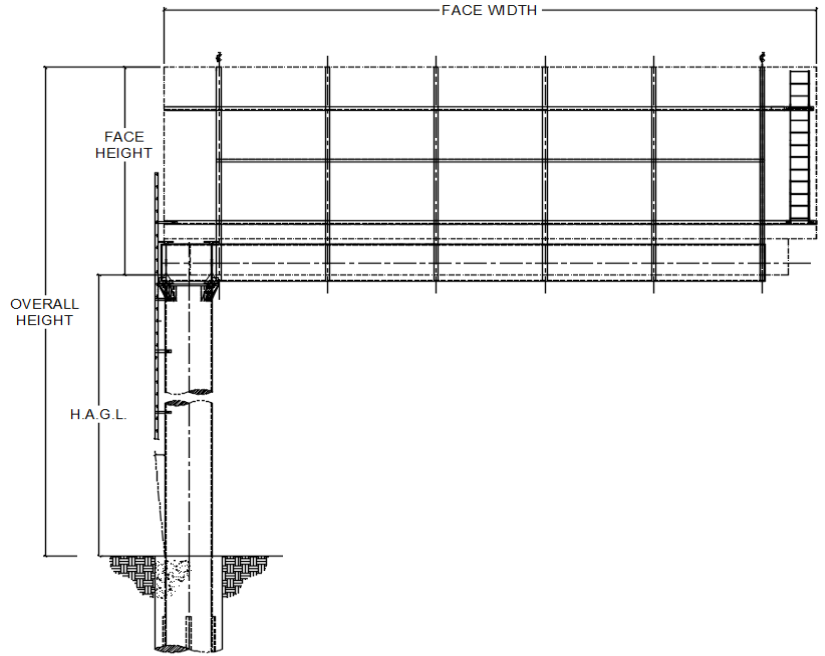
#### Case A and Case B

$$C_f = 1.8$$

#### Case C

Region	$C_f$
0 to s	2.43
s to 2s	1.60
Balance	1.15

$K_{zt} = 1.00$	Topographic factor
$K_d = 0.85$	Wind directionality factor
$G = 0.85$	Gust effect factor
$V = 103$	Basic wind speed
$K_z = 1.02$	Velocity pressure coefficient at height h



### VELOCITY PRESSURE DETERMINATION

$$q_z = 0.00256(K_z)(K_{zt})(K_d)(V^2) = 23.547 \text{ PSF} \quad \text{Velocity pressure at height } z$$

### DESIGN WIND PRESSURE DETERMINATION

$$p_w (\text{Case A and B}) = q_z G C_f = 36.03 \text{ psf} \quad \text{For Global Design}$$

$$p_w (\text{Case C}) = q_z G C_f = 48.54 \text{ psf} \quad \text{For Element Design}$$

(Case C is not applicable when aspect ratio is 2 or less)

	FJS ENGINEERING (FIRM #4630) PORTLAND, OR 520-490-3311 CONTACT@FJSENGINEERING.COM	CALCULATIONS CREATED FOR: RMG OUTDOOR 4425 N 24TH ST, STE 200 PHOENIX, AZ	FRONT WALKWAY STRINGERS	
	PROJ. NO.: RMGO-23-233 DATE: Oct-24		PAGE NO.: 4	

### WALKWAY INFORMATION

WALKWAY WIDTH:	2	FT
MAXIMUM SIMPLE SPAN:	10.00	FT
MAXIMUM CANTILEVERED SPAN:	5.00	FT
STRINGER WEIGHT:	5.8	PLF
GRATING WEIGHT:	2.00	PSF

### ANGLE INFORMATION

E:	29000	KSI	$F_y$	36	KSI
b:	3	IN			
$C_b$ :	1				
t:	1/4	IN			
$M_y$ :	35.57	K-IN			

### WALKWAY STRINGER LOADING

#### DEAD LOADING

STRINGER WEIGHT:	5.8	x	2	QTY.	=	11.6	PLF
GRATING WEIGHT:	2.00	x	2	FT	=	4	PLF
MISC. (10% OF LOAD):	15.6	PLF	x	0.1	=	1.6	PLF
						17.2	PLF

#### LIVE LOADING

UNIFORM LOAD:	40.0	PSF	x	2	FT	=	80	PLF
POINT LOAD:	300	LBS						

### SIMPLE SPAN CHECKS

WITH UNIFORM LIVE LOAD: 
$$\frac{(1.2 \times 17.2 + 1.6 \times 80) \times (10)^2}{8} = 1857.4 \text{ LB-FT}$$

WITH CONCENTRATED LIVE LOAD:

$$\frac{(1.2 \times 17.2) \times (10)^2}{8} + \frac{1.6 \times 300 \times 10}{4} = 1457.4 \text{ LB-FT}$$

### CANTILEVERED SPAN CHECKS

WITH UNIFORM LIVE LOAD: 
$$\frac{(1.2 \times 17.2 + 1.6 \times 80) \times (5)^2}{2} = 1857.4 \text{ LB-FT}$$

WITH CONCENTRATED LIVE LOAD:

$$\frac{(1.2 \times 17.2) \times (5)^2}{2} + \frac{1.6 \times 300 \times 5}{1} = 2657.4 \text{ LB-FT}$$

### ANGLE CAPACITY

$$M_e = \frac{0.66Eb^4tC_b}{L^2} \left( \sqrt{1 + 0.78 \left( \frac{Lt}{b^2} \right)^2} - 1 \right) \quad M_e = 56.8 \text{ k-in}$$

$$M_n = 0.9 \left( 1.92 - 1.17 \sqrt{\frac{M_y}{M_e}} \right) M_y \leq 1.5M_y \quad M_n = 35.35 \text{ k-in} = 2934.1 \text{ LB-FT}$$

Max. load:  $\frac{2657.4}{2.00} = 1328.7 \text{ lb-ft}$       Max. load:  $\frac{1328.7}{2934.1} \text{ lb-ft}$       **OK**      **Unity = 0.453**

	FJS ENGINEERING (FIRM #4630) PORTLAND, OR 520-490-3311 CONTACT@FJSENGINEERING.COM	CALCULATIONS CREATED FOR: RMG OUTDOOR 4425 N 24TH ST, STE 200 PHOENIX, AZ	REAR WALKWAY STRINGERS	
	PROJ. NO.: RMGO-23-233 DATE: Oct-24		PAGE NO.: 5	

### WALKWAY INFORMATION

WALKWAY WIDTH:	2	FT
MAXIMUM SIMPLE SPAN:	10.00	FT
MAXIMUM CANTILEVERED SPAN:	5.00	FT
STRINGER WEIGHT:	5.8	PLF
GRATING WEIGHT:	2.00	PSF

### ANGLE INFORMATION

E:	29000	KSI	$F_y$	36	KSI
b:	3	IN			
$C_b$ :	1				
t:	1/4	IN			
$M_y$ :	35.57	K-IN			

### WALKWAY STRINGER LOADING

#### DEAD LOADING

STRINGER WEIGHT:	5.8	x	2	QTY.	=	11.6	PLF
GRATING WEIGHT:	2.00	x	2	FT	=	4	PLF
MISC. (10% OF LOAD):	15.6	PLF	x	0.1	=	1.6	PLF
						17.2	PLF

#### LIVE LOADING

UNIFORM LOAD:	40.0	PSF	x	2	FT	=	80	PLF
POINT LOAD:	300	LBS						

### SIMPLE SPAN CHECKS

WITH UNIFORM LIVE LOAD: 
$$\frac{(1.2 \times 17.2 + 1.6 \times 80) \times (10)^2}{8} = 1857.4 \text{ LB-FT}$$

WITH CONCENTRATED LIVE LOAD:

$$\frac{(1.2 \times 17.2) \times (10)^2}{8} + \frac{1.6 \times 300 \times 10}{4} = 1457.4 \text{ LB-FT}$$

### CANTILEVERED SPAN CHECKS

WITH UNIFORM LIVE LOAD: 
$$\frac{(1.2 \times 17.2 + 1.6 \times 80) \times (5)^2}{2} = 1857.4 \text{ LB-FT}$$

WITH CONCENTRATED LIVE LOAD:

$$\frac{(1.2 \times 17.2) \times (5)^2}{2} + \frac{1.6 \times 300 \times 5}{1} = 2657.4 \text{ LB-FT}$$

### ANGLE CAPACITY

$$M_e = \frac{0.66Eb^4tC_b}{L^2} \left( \sqrt{1 + 0.78 \left( \frac{Lt}{b^2} \right)^2} - 1 \right) \quad M_e = 56.8 \text{ k-in}$$

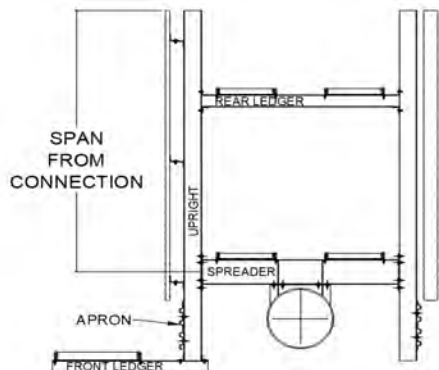
$$M_n = 0.9 \left( 1.92 - 1.17 \sqrt{\frac{M_y}{M_e}} \right) M_y \leq 1.5M_y \quad M_n = 35.35 \text{ k-in} = 2934.1 \text{ LB-FT}$$

Max. load:  $\frac{2657.4}{2.00} = 1328.7 \text{ lb-ft}$       Max. load:  $\frac{1328.7}{2934.1} \text{ lb-ft}$       **OK**      **Unity = 0.453**

	FJS ENGINEERING (FIRM #4630) PORTLAND, OR 520-490-3311 CONTACT@FJSENGINEERING.COM	CALCULATIONS CREATED FOR: RMG OUTDOOR 4425 N 24TH ST, STE 200 PHOENIX, AZ	UPRIGHT DESIGN
	PROJ. NO.: RMGO-23-233 DATE: Oct-24		PAGE NO.: 6

### UPRIGHT INFORMATION

DIST. BETWEEN UPRIGHTS: 10.00 FT  
 MAX. SPAN FROM CONNECTION: 10.00 FT  
 ECCENTRICITY OF DEAD LOAD: 2 FT  
 UPRIGHT SIZE: W8X15  
 UNBRACED LENGTH: 6.00 FT



### LOADING INFORMATION

DESIGN WIND PRESSURE:	48.5	PSF		
UNIT LOAD ON UPRIGHT:	48.5	X	10.00	= 485.36 PLF
DEAD LOAD ON UPRIGHT				
LED PANEL:	5000	LBS /	3.00	UPRIGHTS = 1666.67 LBS
FRONT WALK.	5.8	PLF X	10.00 X 2	= 116 LBS
GRATING	4.00	PLF X	10.00 X 1	= 40 LBS
REAR WALKWAY	5.8	PLF X	10.00 X 4	= 232 LBS
GRATING	4.00	PLF X	10.00 X 2	= 80 LBS
UPRIGHT	15	PLF X	12.50	= 187.5 LBS
REAR LEDGER	9	PLF X	6.00	= 54 LBS
APRON	4	PLF X	10.00	= 40 LBS
FRONT LEDGER	9	PLF X	4.83	= 43.47 LBS
MISC.	2459.64	X	0.1	= 245.964 LBS
				<b>2705.6 LBS</b>

### UPRIGHT CAPACITY CHECKS

#### Yield Strength

$$M_n = M_p = F_y Z_x = 50 \text{ ksi} \times 13.60 \text{ in}^3 = 680 \text{ k-in} = 56.6667 \text{ k-ft}$$

#### Lateral-Torsional Buckling Strength

$$F_{cr} = \frac{C_b \pi^2 E}{\left(\frac{L_b}{r_{ts}}\right)^2} \sqrt{1 + 0.078 \frac{Jc}{S_x h_o} \left(\frac{L_b}{r_{ts}}\right)^2} = \text{N/A} \text{ ksi}$$

If  $L_p \leq L_b \leq L_r$  YES

$$M_n = C_b \left[ M_p - (M_p - 0.7 F_y S_x) \left( \frac{L_b - L_p}{L_r - L_p} \right) \right] \leq M_p = 569.2 \text{ k-in} = 47.43 \text{ k-ft}$$

If  $L_b > L_r$  NO

$$M_n = F_{cr} S_x \leq M_p = \text{N/A} \text{ k-in} = \text{N/A} \text{ k-ft}$$

#### Wind Loading

$$M_{wind} = \frac{485.36 \times (10.00)^2}{2000 \times 2} = 12.134 \text{ k-ft}$$

#### Dead Loading

$$M_d = 2.71 \times 2.0 = 5.4112 \text{ k-ft}$$

(Note: wind moment is shared with opposing upright)

#### Ultimate Loading on Vertical Beam

$$M_u = 1.2 \times 5.41 + 1.0 \times 12.13 = 18.63 \text{ k-ft}$$

#### Beam Check

$$M_n = 0.9 \times 47.43 = 42.69 \text{ k-ft} \quad \text{OK}$$

$$\text{Unity: } \boxed{0.4364}$$

	FJS ENGINEERING (FIRM #4630) PORTLAND, OR 520-490-3311 CONTACT@FJSENGINEERING.COM	<b>CALCULATIONS CREATED FOR:</b> RMG OUTDOOR 4425 N 24TH ST, STE 200 PHOENIX, AZ	<b>UPRIGHT CONNECTION</b>
	PROJ. NO.: RMGO-23-233 DATE: Oct-24		PAGE NO.: 7

### CONNECTION DESIGN

Total number of bolts: 8 qty. Bolt size: 5/8 inch dia. Bolt cross-sectional area: 0.307 in<sup>2</sup>  
Distance from plate centerline to interior bolt row: 4.5 in Design moment: 18.63 k-ft  
Distance from plate centerline to exterior bolt row: 7.5 in Design shear: 3.25 kips

Bolt group centroidal moment of inertia

$$I: 4 \text{ bolts} \times (4.5)^2 + 4 \text{ bolts} \times (7.5)^2 = 306 \text{ in}^4$$

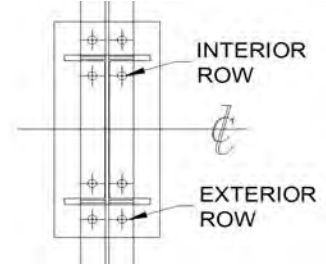
$$\text{Maximum tension on bolts: } \frac{18.63}{306.0} \times 12 \frac{\text{in}}{\text{ft}} \times 7.5 = 5.48 \text{ kips/bolt}$$

$$\text{Maximum shear on bolts: } \frac{3.25}{8.0} = 0.4058 \text{ kips/bolt}$$

Allowable tension stress ( $F_T$ ): 67.5 ksi (A325)

$$\text{Applied stress on bolts } (f_T): \frac{5.48}{0.307} = 18 \text{ ksi}$$

**OK**



### FLANGE BENDING CHECK - Per AISC Page 9-12

$$\text{Required flange thickness } (t_{min}): t_{min} = \sqrt{\frac{4.44Tb'}{pF_u(1 + \delta\alpha')}}$$

$$\beta = \frac{1}{\rho} \left( \frac{B}{T} - 1 \right) \quad \rho = \frac{b'}{a'}$$

$\alpha' = 1$  if  $\beta \geq 1$

$\alpha' =$  the lesser of 1 and  $\frac{1}{\delta} \left( \frac{\beta}{1-\beta} \right)$  if  $\beta < 1$

$\delta = 1 - \frac{d'}{p}$  ratio of the net area at bolt line to gross area  
oat face of the stem or leg of angle

$$\alpha' = \left( a + \frac{d_b}{2} \right) \leq \left( 1.25b + \frac{d_b}{2} \right) \quad b' = \left( b - \frac{d_b}{2} \right)$$

b: 1.0025 in (bolt center to face of stem)

b': 0.69 in

a: 0.880 in

a': 1.1925 in  $t_{min}$ : 0.258 in

$\delta =$  0.72 in  $t_f$ : 0.315 in **OK**

$\rho =$  0.579

$\beta =$  4.802

$\alpha' =$  1.00

T:	5.48	kips	(tension on bolt)
Bolt gauge:	2.25	inches	
$t_f$ :	0.315	inches	(flange thickness)
$b_f$ :	4.01	inches	(flange width)
$t_w$ :	0.245	inches	(web thickness)
$d_{bolt}$ :	0.63	inches	(bolt diameter)
$d'_{bolt}$ :	0.688	inches	(hole diameter)
B:	20.7	kips	(available tension per bolt)
$F_u$ :	65	ksi	(strength of conn. element)
p:	2.25	inches	(trib. length)

	FJS ENGINEERING (FIRM #4630) PORTLAND, OR 520-490-3311 CONTACT@FJSENGINEERING.COM	CALCULATIONS CREATED FOR: RMG OUTDOOR 4425 N 24TH ST, STE 200 PHOENIX, AZ	PANEL STRINGERS
	PROJ. NO.: RMGO-23-233 DATE: Oct-24		PAGE NO.: 8

### STRINGER INFORMATION:

STRINGER SPACING:	4	FT
MAXIMUM SIMPLE SPAN:	10.00	FT
MAXIMUM CANTILEVERED SPAN:	5.00	FT
STRINGER WEIGHT:	5.8	PLF
PANEL WEIGHT:	2.5	PSF

### ANGLE INFORMATION

E:	29000	KSI	F <sub>y</sub>	36	KSI	L4x3x1/4
b:	3	IN				
C <sub>b</sub> :	1					
t:	1/4	IN				
M <sub>y</sub> :	35.57	K-IN				

### STRINGER LOADING

#### DEAD LOADING

PANEL WEIGHT:	2.5	PSF	x	4	FT	=	10	PLF
STRINGER WEIGHT:						=	5.8	PLF
							15.8	PLF

#### WIND LOADING

UNIFORM LOAD:	48.5	PSF	x	4	FT	=	194.14	PLF
---------------	------	-----	---	---	----	---	--------	-----

### SIMPLE SPAN CHECKS

$$\text{DEAD LOAD: } \frac{(1.2 \times 5.8) \times (10)^2}{8} = 87 \text{ LB-FT}$$

$$\text{WIND LOAD: } \frac{(1 \times 194.14) \times (10)^2}{8} = 2426.8 \text{ LB-FT}$$

### CANTILEVERED SPAN CHECKS

$$\text{DEAD LOAD: } \frac{(1.2 \times 5.8) \times (5)^2}{2} = 87 \text{ LB-FT}$$

$$\text{WIND LOAD: } \frac{(1 \times 194.14) \times (5)^2}{2} = 2426.8 \text{ LB-FT}$$

### ANGLE CAPACITY

$$M_e = \frac{0.66Eb^4tC_b}{L^2} \left( \sqrt{1 + 0.78 \left( \frac{Lt}{b^2} \right)^2} - 1 \right) \quad M_e = 56.8 \text{ k-in}$$

$$M_n = 0.9 \left( 1.92 - 1.17 \sqrt{\frac{M_y}{M_e}} \right) M_y \leq 1.5M_y \quad M_n = 35.35 \text{ k-in} = 2934.1 \text{ LB-FT}$$

$$\text{Max. Loading} = \sqrt{M_{DL}^2 + M_{wind}^2}$$

Max. load:  $\frac{2428.4}{2934.1}$  lb-ft  
Capacity: 2934.1 lb-ft    **OK**    **Unity = 0.828**

	FJS ENGINEERING (FIRM #4630) PORTLAND, OR 520-490-3311 CONTACT@FJSENGINEERING.COM	CALCULATIONS CREATED FOR: RMG OUTDOOR 4425 N 24TH ST, STE 200 PHOENIX, AZ	SPREADER	
	PROJ. NO.: RMGO-23-233 DATE: Oct-24		PAGE NO.: 9	

### LOAD AND CONFIGURATION INFORMATION

DEAD LOAD ECCENTRICITY:	2.00 FT	DEAD LOAD FROM UPRIGHT:	2.71 KIPS
MAX. SPREADER CANTILEVER:	6.00 FT	WIND LOAD FROM UPRIGHT:	12.1 K-FT
SPREADER SIZE:	W12X26	$L_p$ :	5.33 FT $Z_x$ : 37.20 IN <sup>3</sup> $S_x$ : 33.4 IN <sup>3</sup>
SPREADER SELF-WEIGHT:	26 PLF	$L_r$ :	14.9 FT $C_b$ : 1.00

### CAPACITY CHECKS

$$M_{dead} = \frac{0.026 \times (6.0)^2}{2} + 2.71 \times (6.00 + 2.00) = 22.11 \text{ K-FT}$$

$$M_u = 1.2 \times 22.11 + 1.0 \times 12.1 = 38.7 \text{ K-FT}$$

1. YIELDING      $\phi M_n = M_p = 0.9F_y Z = 139.5 \text{ K-FT}$

2. LATERAL-TORSIONAL BUCKLING (DOES NOT APPLY IF UNBRACED LENGTH IS LESS THAN  $L_p$ )

$$\phi M_n = 0.9C_b \left[ M_p - (M_p - 0.7F_y S_x) \left( \frac{L_b - L_p}{L_r - L_p} \right) \right] \leq 0.9M_p \quad 135.872 \text{ K-FT}$$

$$\phi M_n = 135.87 \text{ K-FT} \quad \text{Unity: } \frac{38.7}{135.872} = 0.28 \text{ OK}$$

### CONNECTION DESIGN

Total number of bolts:	8 qty.	Bolt size:	3/4 inch dia.	Bolt cross-sectional area:	0.442 in <sup>2</sup>
$V_{wind}$ :	0.0485 KSF	$\times$	12.00 FT	$\times$	10 FT = 5.82 KIPS
				Avail. Tensile Stress:	67.5 ksi
				Avail. Shear Stress:	40.5 ksi

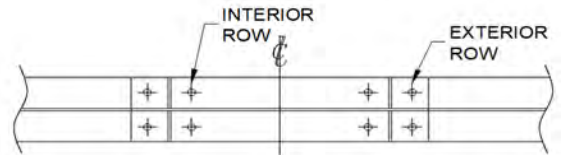
Distance from torsion centerline to interior bolt row:	8.0 in	Design moment:	38.67 k-ft
Distance from torsion centerline to exterior bolt row:	12 in	Design shear:	5.82 kips

Bolt group centroidal moment of inertia

$$I = 4 \text{ bolts} \times (8.0)^2 + 4 \text{ bolts} \times (12.0)^2 = 832 \text{ in}^4$$

$$\text{Tension per bolt: } \frac{38.67}{832} \times 12 \frac{\text{in}}{\text{ft}} \times 12 = 6.6928 \text{ kips}$$

$$\text{Shear per bolt: } \frac{5.82}{8} = 0.73 \text{ kips}$$



$$\text{Tensile stress check: } f_T = \frac{6.6928}{0.442} = 15.1 \text{ ksi} < 67.5 \text{ ksi} \text{ OK}$$

$$\text{Shear stress check: } f_V = \frac{0.73}{0.442} = 1.6 \text{ ksi} < 40.5 \text{ ksi} \text{ OK}$$



	FJS ENGINEERING (FIRM #4630) PORTLAND, OR 520-490-3311 CONTACT@FJSENGINEERING.COM	CALCULATIONS CREATED FOR: RMG OUTDOOR 4425 N 24TH ST, STE 200 PHOENIX, AZ	TORSION	
	PROJ. NO.: RMGO-23-233 DATE: Oct-24		PAGE NO.: 10	

### LOAD AND CONFIGURATION INFORMATION

**PIPE SIZE: 24.00 x 0.281       $F_y = 42$  ksi**

UNIT WEIGHT OF TORSION PIPE:	0.071 KLF	DEAD LOAD FROM UPRIGHT:	2.71 KIPS
MAX. SPREADER CANTILEVER:	6.00 FT	SIGN HEIGHT:	12.0 FT
WEIGHT OF SPREADER:	26.00 PLF	SIGN LENGTH:	30 FT
DESIGN WIND PRESSURE:	36.03 PSF	DIST. TO FIRST UPRIGHT:	1.8 FT
LENGTH OF TORSION PIPE:	21.80 FT	UPRIGHT SPACING:	10.00 FT
BOT. OF UPRIGHT TO CENTER OF TORSION PIPE:	1.50 FT		

### DEAD LOAD CALCULATIONS

POINT LOADS AT SPREADER LOCATIONS:	$2 \times 2.7 + (12.0 \times 0.026) = 5.72$	KIPS
DEAD LOAD SHEAR ON PIPE:	$3 \times 5.72 + (21.8 \times 0.071) = 18.72$	KIPS
MOMENT:	$5.72 \times (1.8 + 11.8 + 21.8) + 0.07 \times \left(\frac{21.80}{2}\right)^2 = 219.5$	K-FT
TORSION FROM UNBALANCED LOAD:	$3 \text{ UPRIGHTS} \times 1.35 \text{ KIPS} \times 6 \text{ FT} = 24.30$	K-FT

### WIND LOAD CALCULATIONS

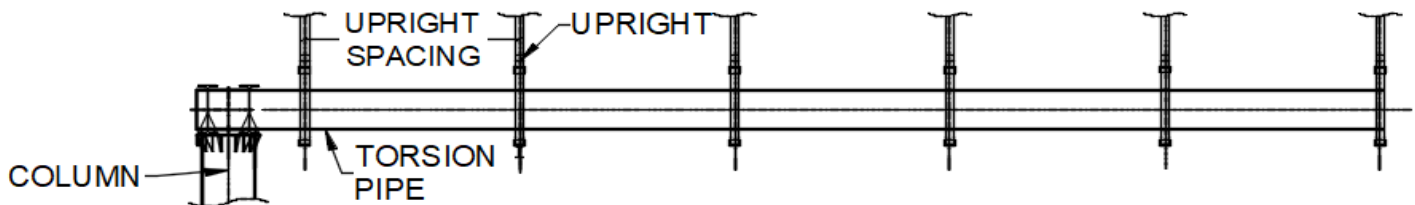
RESULTANT AT CENTER OF SIGN FACE:	$0.0360 \times 12.0 \times 30 = 13.0$	KIPS
MOMENT FROM OFF-CENTER LOADING:	$13.0 \times (11.8 + 0.2 \times 30) = 230.859$	K-FT
TORSION FROM POINT LOADING:	$13.0 \times \left(\frac{12.0}{2.0} - 1.50\right) = 58.4$	K-FT

### COMBINED LOADING

$$V = \sqrt{(1.2V_{DL})^2 + (1.0V_{wind})^2} \quad \mathbf{V: 25.94 \text{ KIPS} \quad \text{SHEAR}}$$

$$M = \sqrt{(1.2M_{DL})^2 + (1.0M_{wind})^2} \quad \mathbf{M: 350.27 \text{ K-FT} \quad \text{MOMENT}}$$

$$T = 1.2T_{DL} + T_{wind} \quad \mathbf{T: 87.52 \text{ K-FT} \quad \text{TORSION}}$$



	FJS ENGINEERING (FIRM #4630) PORTLAND, OR 520-490-3311 CONTACT@FJSENGINEERING.COM	CALCULATIONS CREATED FOR: RMG OUTDOOR 4425 N 24TH ST, STE 200 PHOENIX, AZ	TORSION CHECKS 1	
	PROJ. NO.: RMGO-23-233 DATE: Oct-24		PAGE NO.: 11	

### PIPE PROPERTIES

PIPE DIAMETER (D):	24.0 IN	ELASTIC SECTION MODULUS (S):	122.7 IN <sup>3</sup>
DESIGN YIELD STRENGTH (F <sub>y</sub> ):	42 KSI	MOMENT OF INERTIA (I):	1472.7 IN <sup>4</sup>
PIPE LENGTH (L):	21.80 FT	PLASTIC SECTION MODULUS (Z):	158.1 IN <sup>3</sup>
PIPE WALL THICKNESS (t):	0.281 IN	AREA OF SECTION (A):	20.9 IN <sup>2</sup>
D/t:	85.4	GROSS AREA OF SECTION (A <sub>g</sub> ):	19.5 IN <sup>2</sup>

### SECTION IS NONCOMPACT

### FLEXURAL STRENGTH CALCULATIONS

1. YIELDING  $M_n = M_p = F_y Z =$  553.3 K-FT

2. LOCAL BUCKLING (DOES NOT APPLY TO COMPACT SECTIONS)  
NONCOMPACT SECTIONS

$$M_n = \left( \frac{0.021E}{\frac{D}{t}} + F_y \right) S = 502.5 \text{ K-FT}$$

SLENDER SECTIONS

$$M_n = \left( \frac{0.33E}{\frac{D}{t}} \right) S = \text{N/A K-FT}$$

**M<sub>n</sub> = 502.5 K-FT**

### Shear Strength Calculations

$$F_{cr} = \text{Greater of } \frac{1.6E}{\sqrt{\frac{L}{D} \left(\frac{D}{t}\right)^4}} \text{ or } \frac{0.78E}{\left(\frac{D}{t}\right)^2} = 54.1 \text{ KSI}$$

$$F_{cr} \leq 0.6F_y = 25.2 \text{ KSI}$$

$$V_n = \frac{F_{cr} A_g}{2} = \mathbf{V_n = 245.56 \text{ KIPS}}$$

### Torsion Strength Calculations

$$F_{cr} = \text{Greater of } \frac{1.23E}{\sqrt{\frac{L}{D} \left(\frac{D}{t}\right)^4}} \text{ or } \frac{0.60E}{\left(\frac{D}{t}\right)^2} = 41.6 \text{ KSI}$$

$$F_{cr} \leq 0.6F_y = 25.2 \text{ KSI}$$

$$C = \frac{\pi(D-t)^2 t}{2} = 248.32 \text{ IN}^3$$

$$T_n = F_{cr} C = \mathbf{T_n = 521.48 \text{ K-FT}}$$

	FJS ENGINEERING (FIRM #4630) PORTLAND, OR 520-490-3311 CONTACT@FJSENGINEERING.COM	CALCULATIONS CREATED FOR: RMG OUTDOOR 4425 N 24TH ST, STE 200 PHOENIX, AZ	TORSION CHECKS 2	
	PROJ. NO.: RMGO-23-233 DATE: Oct-24		PAGE NO.: 12	

## COMPRESSIVE STRENGTH

COMPRESSION LOADS ARE NEGLIGIBLE; ASSUME THAT  $P_r/P_c = 0.05$  (CONSERVATIVE)

### LOAD SUMMARY

$M_c =$	0.9	x	502.5	=	452.2	K-FT	$M_r =$	350.27	K-FT
$V_c =$	0.9	x	245.6	=	221.0	KIPS	$V_r =$	25.94	KIPS
$T_c =$	0.9	x	521.5	=	469.3	K-FT	$T_r =$	87.52	K-FT

$$\left(\frac{P_r}{P_c} + \frac{M_r}{M_c}\right) + \left(\frac{V_r}{V_c} + \frac{T_r}{T_c}\right)^2 = 0.917 \leq 1.0 \text{ OK}$$

	FJS ENGINEERING (FIRM #4630) PORTLAND, OR 520-490-3311 CONTACT@FJSENGINEERING.COM	<b>CALCULATIONS CREATED FOR:</b> RMG OUTDOOR 4425 N 24TH ST, STE 200 PHOENIX, AZ	<b>HEAD PLATE CHECKS</b>	
	PROJ. NO.: RMGO-23-233 DATE: Oct-24		PAGE NO.: 13	

## HEAD PLATE CHECKS

DIST. FROM BOTTOM OF SIGN FACE TO TOP OF HEAD PLATE: -0.25 FT  
MOMENT DEAD LOAD: = 219.52 K-FT  
MOMENT FROM WIND SHEAR:  $12.97 \times \left( \frac{12.0}{2} - 0.25 \right) = 81.06$  K-FT  
TORSION ON HEAD FROM WIND FORCE: 230.86 K-FT (SEE TORSION DESIGN)

### BOLT INFORMATION

DISTANCE TO Y1:	5.50	IN	BOLTS IN ROW:	4	BOLT DIA. =	1 1/4	IN
DISTANCE TO Y2:	11.75	IN	BOLTS IN ROW:	2	BOLT AREA =	1.23	IN <sup>2</sup>
					BOLT TYPE =	A325	
DISTANCE TO X1:	5.50	IN	BOLTS IN ROW:	4	AVAILABLE SHEAR STRESS:	40.5	KSI
DISTANCE TO X2:	11.75	IN	BOLTS IN ROW:	2	AVAILABLE TENSILE STRESS:	67.5	KSI

### CALCULATIONS

**CENTROIDAL MOMENT OF INERTIA ABOUT Y-AXIS ( $I_{yy}$ )**

$4 \times \left( \frac{5.5 + 11.75}{2} \right)^2 \times 2$	=	2380.5	IN <sup>4</sup>
$2 \times \left( \frac{11.75}{2} \right)^2 \times 2$	=	552.25	IN <sup>4</sup>
$I_{yy}$	=	<b>2932.8</b>	IN <sup>4</sup>

**CENTROIDAL MOMENT OF INERTIA ABOUT X-AXIS ( $I_{xx}$ )**

$4 \times \left( \frac{5.50 + 11.75}{2} \right)^2 \times 2$	=	2380.50	IN <sup>4</sup>
$2 \times \left( \frac{11.75}{2} \right)^2 \times 2$	=	552.25	IN <sup>4</sup>
$I_{xx}$	=	<b>2932.8</b>	IN <sup>4</sup>

$c = 5.50 + 11.75 = 17.25$  IN  
 $r_x = 5.50 + 11.75 = 17.25$  IN  
 $r_y = 5.50 + 11.75 = 17.25$  IN  
 $r = \sqrt{r_x^2 + r_y^2} = 24.40$  IN

$I_{TOTAL} = 2932.8 + 2932.8 = 5865.5$  IN<sup>4</sup>

MAXIMUM TENSION ON BOLTS (T) =  $\left( \frac{81.06016 + 219.52 \times 1.2}{2932.8} \right) \times 12 \frac{IN}{FT} \times 17.25 = 24.3$  KIPS

MAXIMUM SHEAR ON BOLTS (V) =  $\left( \frac{230.86}{5865.5} \right) \times 12 \frac{IN}{FT} \times 24.4 + \frac{12.97}{12} = 12.6$  KIPS

### STRESS CHECKS

TENSILE STRESS (fT) =  $\frac{24.3}{1.23} = 19.82$  KSI      SHEAR STRESS (fv) =  $\frac{12.6}{1.23} = 10.27$  KSI      **OK**

NOMINAL AVAIL. TENSILE STRESS ( $F_{nt}$ ): 90.0 KSI      NOMINAL AVAIL. SHEAR STRESS ( $F_{nv}$ ): 54.0 KSI  
AVAILABLE TENSILE STRENGTH (ADJUSTED)

$$F'_T = 1.3 F_{nt} - \frac{F_{nt}}{\phi F_{nv}} f_v = 1.3 \times 90.0 - \left( \frac{90.0}{0.75 \times 54.0} \times 10.27 \right) = 90 \text{ KSI}$$

ALLOWABLE TENSION ON BOLT: 0.75 x 110.39 = 82.79 KIPS      **OK**  
INDUCED TENSION ON BOLT: 24.31 KIPS

	FJS ENGINEERING (FIRM #4630) PORTLAND, OR 520-490-3311 CONTACT@FJSENGINEERING.COM	CALCULATIONS CREATED FOR: RMG OUTDOOR 4425 N 24TH ST, STE 200 PHOENIX, AZ	SADDLE PRYING CHECK
	PROJ. NO.: RMGO-23-233 DATE: Oct-24		PAGE NO.: 14

### TORSION SADDLE PRYING CHECKS

SIZE OF SADDLE: **W30X108** BOLT TYPE: A325

Required flange thickness ( $t_{min}$ ): 
$$t_{min} = \sqrt{\frac{4.44Tb'}{pF_u(1 + \delta\alpha')}}}$$

$$\beta = \frac{1}{\rho} \left( \frac{B}{T} - 1 \right) \quad \rho = \frac{b'}{a'}$$

$\alpha' = 1$  if  $\beta \geq 1$

$\alpha' =$  the lesser of 1 and  $\frac{1}{\delta} \left( \frac{\beta}{1-\beta} \right)$  if  $\beta < 1$

$\delta = 1 - \frac{d'}{p}$  ratio of the net area at bolt line to gross area  
out face of the stem or leg of angle

$$a' = \left( a + \frac{d_b}{2} \right) \leq \left( 1.25b + \frac{d_b}{2} \right) \quad b' = \left( b - \frac{d_b}{2} \right)$$

b: 2.4775 in (bolt center to face of stem)

b': 1.8525 in

a: 2.500 in

a': 3.125 in  $t_{min}$ : 0.562 in OK

$\delta =$  0.77 in  $t_f$ : 0.760 in

$\rho =$  0.593

$\beta =$  4.057

$\alpha' =$  1.00

T:	24.31	kips	(tension on bolt)
Bolt gauge:	5.5	inches	
$t_f$ :	0.760	inches	(flange thickness)
$b_f$ :	10.5	inches	(flange width)
$t_w$ :	0.545	inches	(web thickness)
$d_{bolt}$ :	1.25	inches	(bolt diameter)
$d'_{bolt}$ :	1.375	inches	(hole diameter)
B:	82.8	kips	(available tension per bolt)
$F_u$ :	65	ksi	(strength of conn. element)
p:	5.5	inches	(trib. length)

	FJS ENGINEERING (FIRM #4630) PORTLAND, OR 520-490-3311 CONTACT@FJSENGINEERING.COM	CALCULATIONS CREATED FOR: RMG OUTDOOR 4425 N 24TH ST, STE 200 PHOENIX, AZ	COLUMN CHECKS	
	PROJ. NO.: RMGO-23-233 DATE: Oct-24		PAGE NO.: 15	

### COLUMN CHECKS

**PIPE SIZE: 30.00 x 0.307 Fy = 42 ksi**

DESIGN WIND PRESSURE:	36.03	PSF	DEAD MOMENT:	219.52	K-FT
TOTAL HEIGHT OF FACE:	12.0	FT	<b>TORSION (T, RESULTING FROM WIND):</b>	<b>230.86</b>	<b>K-FT</b>
TOTAL LENGTH OF FACE:	30.0	FT			
OVERALL HEIGHT OF SIGN:	37.0	FT			
HAGL:	25.0	FT			

### SHEAR CALCULATIONS

WIND RESULTANT ON FACE:	0.036	x	12.0	x	30.0	=	12.97	KIPS
WIND RESULTANT ON COLUMN:	0.036	x	2.5	x	25.0	=	2.25	KIPS
<b>TOTAL WIND SHEAR (V) =</b>							<b>15.2</b>	<b>KIPS</b>

### MOMENT CALCULATIONS

DEAD LOAD MOMENT (FROM ABOVE):	219.5	K-FT
MOMENT FROM WIND:	$12.97 \times \left( \frac{12.0}{2} + 25.0 \right) + 2.3 \times \left( \frac{25.0}{2} \right)$	= 430.2 K-FT

$$\text{TOTAL MOMENT, } M_u = \sqrt{(1.2M_{DL})^2 + M_{wind}^2} = 504.4 \text{ K-FT (ULTIMATE LEVEL)}$$

$$\text{TOTAL MOMENT, } M_a = \sqrt{M_{DL}^2 + (0.6M_{wind})^2} = 338.8 \text{ K-FT (SERVICE LEVEL, FOR FOUNDATION DESIGN)}$$

	FJS ENGINEERING (FIRM #4630) PORTLAND, OR 520-490-3311 CONTACT@FJSENGINEERING.COM	CALCULATIONS CREATED FOR: RMG OUTDOOR 4425 N 24TH ST, STE 200 PHOENIX, AZ	COLUMN CHECKS 1	
	PROJ. NO.: RMGO-23-233 DATE: Oct-24		PAGE NO.: 16	

### PIPE PROPERTIES

PIPE DIAMETER (D):	30.0 IN	ELASTIC SECTION MODULUS (S):	210.4 IN <sup>3</sup>
DESIGN YIELD STRENGTH (F <sub>y</sub> ):	42 KSI	MOMENT OF INERTIA (I):	3156.5 IN <sup>4</sup>
PIPE LENGTH (L):	25.00 FT	PLASTIC SECTION MODULUS (Z):	270.7 IN <sup>3</sup>
PIPE WALL THICKNESS (t):	0.307 IN	AREA OF SECTION (A):	28.6 IN <sup>2</sup>
D/t:	97.7	GROSS AREA OF SECTION (A <sub>g</sub> ):	26.7 IN <sup>2</sup>

### SECTION IS NONCOMPACT

### FLEXURAL STRENGTH CALCULATIONS

1. YIELDING  $M_n = M_p = F_y Z =$  947.4 K-FT

2. LOCAL BUCKLING (DOES NOT APPLY TO COMPACT SECTIONS)  
NONCOMPACT SECTIONS

$$M_n = \left( \frac{0.021E}{\frac{D}{t}} + F_y \right) S = 845.8 \text{ K-FT}$$

SLENDER SECTIONS

$$M_n = \left( \frac{0.33E}{\frac{D}{t}} \right) S = \text{N/A K-FT}$$

**M<sub>n</sub> = 845.8 K-FT**

### Shear Strength Calculations

$$F_{cr} = \text{Greater of } \frac{1.6E}{\sqrt{\frac{L}{D} \left(\frac{D}{t}\right)^4}} \text{ or } \frac{0.78E}{\left(\frac{D}{t}\right)^2} = 47.8 \text{ KSI}$$

$$F_{cr} \leq 0.6F_y = 25.2 \text{ KSI}$$

$$V_n = \frac{F_{cr} A_g}{2} = \mathbf{V_n = 335.82 \text{ KIPS}}$$

### Torsion Strength Calculations

$$F_{cr} = \text{Greater of } \frac{1.23E}{\sqrt{\frac{L}{D} \left(\frac{D}{t}\right)^4}} \text{ or } \frac{0.60E}{\left(\frac{D}{t}\right)^2} = 36.7 \text{ KSI}$$

$$F_{cr} \leq 0.6F_y = 25.2 \text{ KSI}$$

$$C = \frac{\pi(D-t)^2 t}{2} = 425.17 \text{ IN}^3$$

$$T_n = F_{cr} C = \mathbf{T_n = 892.86 \text{ K-FT}}$$

	FJS ENGINEERING (FIRM #4630) PORTLAND, OR 520-490-3311 CONTACT@FJSENGINEERING.COM	CALCULATIONS CREATED FOR: RMG OUTDOOR 4425 N 24TH ST, STE 200 PHOENIX, AZ	COLUMN CHECKS 2
	PROJ. NO.: RMGO-23-233 DATE: Oct-24		PAGE NO.: 17

## COMPRESSIVE STRENGTH

COMPRESSION LOADS ARE NEGLIGIBLE; ASSUME THAT  $P_r/P_c = 0.05$  (CONSERVATIVE)

### LOAD SUMMARY

$M_c =$	0.9	x	845.8	=	761.2	K-FT	$M_r =$	504.45	K-FT
$V_c =$	0.9	x	335.8	=	302.2	KIPS	$V_r =$	15.22	KIPS
$T_c =$	0.9	x	892.9	=	803.6	K-FT	$T_r =$	230.86	K-FT

$$\left(\frac{P_r}{P_c} + \frac{M_r}{M_c}\right) + \left(\frac{V_r}{V_c} + \frac{T_r}{T_c}\right)^2 = 0.827 \leq 1.0 \text{ OK}$$



	FJS ENGINEERING (FIRM #4630) PORTLAND, OR 520-490-3311 CONTACT@FJSENGINEERING.COM	CALCULATIONS CREATED FOR: RMG OUTDOOR 4425 N 24TH ST, STE 200 PHOENIX, AZ	COLUMN BACKSET	
	PROJ. NO.: RMGO-23-233 DATE: Oct-24		PAGE NO.: 18	

## COLUMN BACKSET

DEAD LOAD MOMENT: 219.5 K-FT = 2634.2 K-IN  
COLUMN LENGTH: 25.00 FT  
COLUMN MOMENT OF INERTIA: 3157 IN<sup>4</sup>

$$\Delta = \frac{ML^2}{2EI} = \frac{2634 \times (12 \times 25.00)^2}{2 \times 29000 \times 3157} = 1.295 \text{ in}$$

UNIT DEFLECTION:  $\frac{1.295}{25.00} = 0.0518 \text{ IN/FT}$  OR 3/16 IN PER 4 FT LENGTH OF COLUMN

	FJS ENGINEERING (FIRM #4630) PORTLAND, OR 520-490-3311 CONTACT@FJSENGINEERING.COM	CALCULATIONS CREATED FOR: RMG OUTDOOR 4425 N 24TH ST, STE 200 PHOENIX, AZ	DRILLED FOOTING	
	PROJ. NO.: RMGO-23-233 DATE: Oct-24		PAGE NO.: 19	

### NON-CONSTRAINED POLE FOOTING DESIGN FOR DRILLED FOOTING

PER IBC SECTION 1807.3.2.1

MOMENT (FROM COLUMN DESIGN, ASD): = 338.84 K-FT

LATERAL FORCE (FROM COL. DESIGN): 15.2 x 0.6 = 9.13 KIPS (CONVERT TO ASD)

EQUIV. HEIGHT OF LATERAL LOAD ABOVE GROUND SURFACE (h): 338.8 / 9.1 = 37.1 FT

DIAMETER OF FOOTING: 4 FT

ALLOWABLE LATERAL BEARING PRESSURE: 0.3 KSF/FT

DESIGN LATERAL BEARING PRESSURE AT 1/3 EMBEDMENT DEPTH: 1.2 KSF/FT  
(12 FT MAXIMUM DEPTH FOR PURPOSES OF CALCULATIONS)

CALCULATED "A" VALUE:  $\frac{2.34 \times 9.1}{1.2 \times 4} = 4.45$

REQUIRED MIN. EMBEDMENT DEPTH:  $d = 0.5A \left\{ 1 + \left[ 1 + \left( \frac{4.36h}{A} \right)^2 \right]^{\frac{1}{2}} \right\} = 15.8 \text{ FT}$

**USE 16 FT FOR DESIGN PURPOSES**

	FJS ENGINEERING (FIRM #4630) PORTLAND, OR 520-490-3311 CONTACT@FJSENGINEERING.COM	CALCULATIONS CREATED FOR: RMG OUTDOOR 4425 N 24TH ST, STE 200 PHOENIX, AZ	CUBE FOOTING	
	PROJ. NO.: RMGO-23-233 DATE: Oct-24		PAGE NO.: 20	

### NON-CONSTRAINED POLE FOOTING DESIGN FOR CUBE FOOTING

PER IBC SECTION 1807.3.2.1

MOMENT (FROM COLUMN DESIGN, ASD): = 338.84 K-FT

LATERAL FORCE (FROM COL. DESIGN): 15.2 x 0.6 = 9.1 KIPS

EQUIV. HEIGHT OF LATERAL LOAD ABOVE GROUND SURFACE (h): 338.8 / 9.1 = 37.1 FT

LENGTH OF FOOTING (l): 7 FT

WIDTH OF FOOTING (w): 7 FT

CORNER TO CORNER LENGTH OF FOOTING (b):  $b = \sqrt{l^2 + w^2} = 9.9$  FT

ALLOWABLE LATERAL BEARING PRESSURE: 0.3 KSF/FT

DESIGN LATERAL BEARING PRESSURE AT 1/3 EMBEDMENT DEPTH ( $S_1$ ): 1.0309 KSF/FT

(12 FT MAXIMUM DEPTH FOR PURPOSES OF CALCULATIONS)

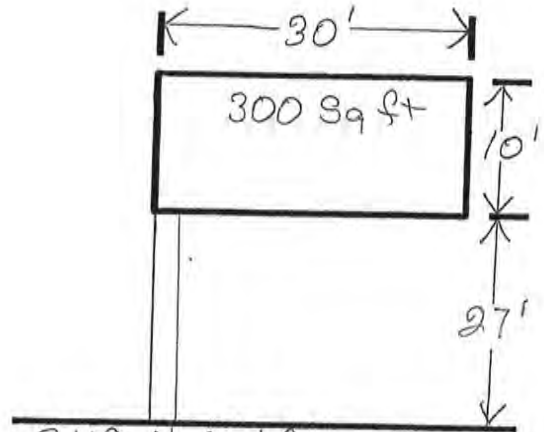
CALCULATED "A" VALUE:  $A = \frac{2.34P}{S_1 b} = 2.09$

REQUIRED MIN. EMBEDMENT DEPTH:  $d = 0.5A \left\{ 1 + \left[ 1 + \left( \frac{4.36h}{A} \right)^2 \right]^{\frac{1}{2}} \right\} = 10.3$  FT

**USE 10.5 FT FOR DESIGN PURPOSES**

# SITE PLAN

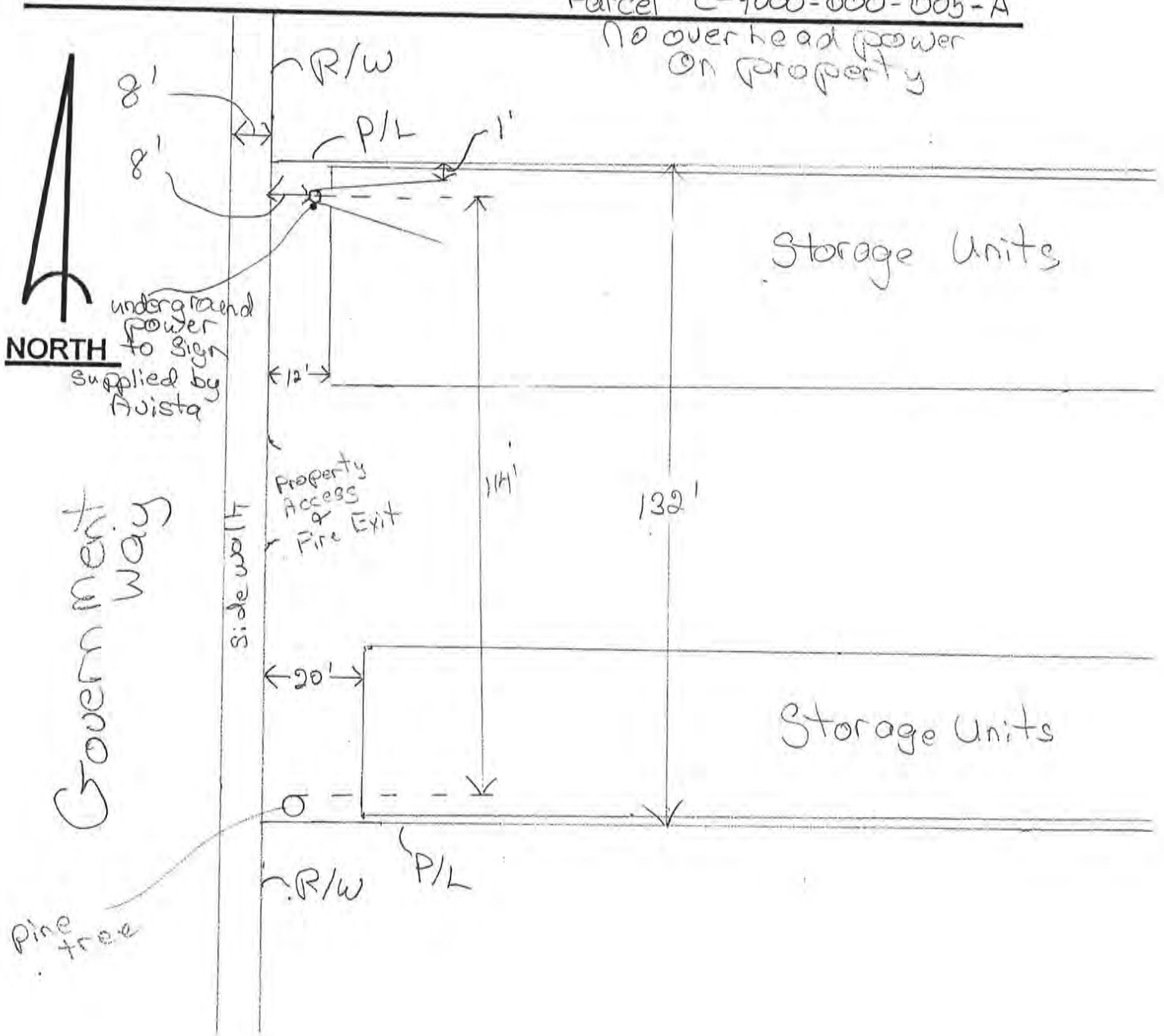
Lamar Outdoor Advertising  
1015 East Cataldo Ave.  
Spokane, WA 99202  
(509) 489-4684  
Neal Schreiber  
Director of Real Estate



3119 N. 2nd ST

Parcel # C-9000-000-005-A

No overhead power  
on property



## **BASIC COLOR CONTROL**

LED signs are made up of groupings of small LEDs (Light Emitting Diodes). LEDs are a solid-state electronic device that emits light when energized by applying power. Each individual LED emits a specific color of light. The displays have the ability to display colors across the spectrum using only three primary colored LEDs; red, green and blue. A red, a green and a blue LED are closely mounted on a sign, in what is called a pixel, and the display mixes various combinations and intensities of these three colors to create all the colors of the rainbow. Through the usage of a multitude of pixels being controlled by a computer, an image can be created.

## **BRIGHTNESS ON TODAY'S LED SIGNS IS AUTOMATICALLY ADJUSTED ACCORDING TO AMBIENT LIGHT CONDITIONS.**

The perceived brightness of an LED sign is dependent on a variety of factors. Ambient light conditions play the largest role in affecting the brightness of the display.

An LED sign communicates its messages by emitting light. It therefore must not be too dim, since it couldn't be distinguished in sunlight; nor should it be too bright, as the image will be distorted and difficult to read. The sign must adjust its brightness over the course of the day. Today's signs can dim from 100% during a bright sunny afternoon, to around 6% (depending on manufacturer and model) during the darkest night. That means the sign is only 6% as bright at night as during the daytime. During the course of the day, the sign will periodically adjust its brightness levels to ensure it is operating appropriately.

This adjustment is possible because of the photocell/light sensor. LED signs come equipped with a light sensor, which detects the ambient light level, and adjusts the sign's brightness accordingly. The change is not instantaneous, but averaged over a set time period.

## **VARIOUS BRIGHTNESS MEASUREMENTS**

### **NITS**

How brightness is measured is important. When LED signs were first being developed, manufacturers spoke about brightness using nits (candelas per meter squared). Nits are a measure of the amount of light a sign emits. This was an excellent standard for manufacturers to tout how bright they could make a sign. (Early technology made it difficult for LED's to be used out-of-doors as they were not bright enough to compete with sunlight) Today, our typical daytime brightness maximum is 8500 Nits, with a nighttime average of 300 to 500 Nits. However, these levels can be set to lower max levels to meet local codes.

Nits, however, are not a particularly useful measurement for governments to regulate LED signs by. This is because while nits measures how much light a sign is emitting, it will not tell you how bright the sign is to the human eye. The ambient light level plays an enormous role in this. Also, the colors on the display are perceived differently. A white sign and a red sign, operating at the same nits level, may seem at widely different brightness levels.

## **WATTS**

It is also important to note that judging the brightness of LED signs by wattage is improper. Watts explain how much power a sign is using. A traditional sign's brightness can be determined by the wattage of the bulbs shining on and reflecting off its surface. An LED sign, however, uses power for more than just emitting light. It must also power its control system, fans, and other parts. Therefore, while an LED sign may be drawing more power, it is not necessarily going to be brighter than a traditional sign.

It is also important to remember LED sign owner has every incentive to keep power consumption down to a minimum. Power consumption is one of the largest on-going costs of a LED sign. The brighter an LED sign is run, the more power it is consuming. Also, LED's degrade over time, and the brighter they are run, the faster they will degrade. If a sign is being used at a higher than necessary brightness level, it will cut down the lifetime of the sign. The industry has made great strides in improving LED sign energy efficiency. Reduced power consumption is a goal we all share.

## **FOOT CANDLE BRIGHTNESS REGULATIONS**

Regulations requiring automatic dimming technology are important for electronic signs. Automatic dimming possesses the ability to appropriately adjust brightness to ambient light conditions. However, if a regulatory entity would like to place a specific brightness limitation on LED signs, the most user and regulation-friendly method is to incorporate foot candle limitations.

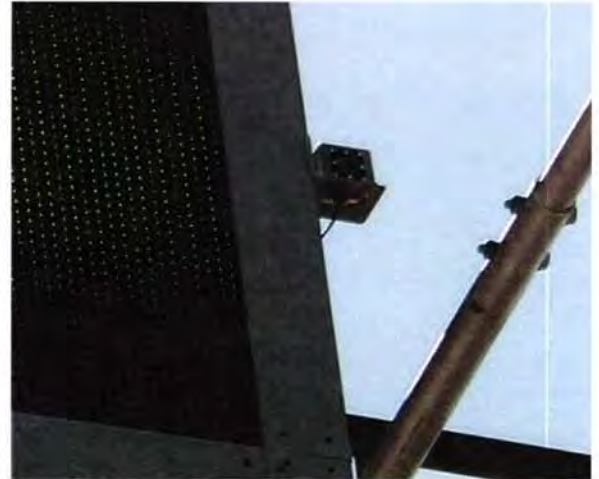
Foot candles measure the amount of light that is intercepted by a meter that is a given distance away from a lit object (in this case a LED sign). That is, the LED sign illuminates objects that are away from it, and the lighting level produced by the sign on a particular object is measured in foot candles. For example, persons viewing the signs from a particular location will have a certain foot candle level falling on their eyes due to the light rays emitted by the sign and other ambient light sources. So while nits measures the amount of light a sign is emitting, foot candles measures the amount of light being added to the ambient environment.

The current industry standard for measuring LED sign brightness in Foot candles comes from recommendations in the Lewin Lighting Report. This report developed a method for specification of brightness limits for LED signs based on accepted practice by the Illuminating Engineering Society of North America (IESNA). The report established criteria for brightness limits based on sign size. The recommended brightness level is 0.3 Foot candles above ambient light conditions. Illuminance can be measured simply by using a Foot candle meter held at a height of approximately five feet and aimed towards a sign consistent with the sign-to-viewer distance. A reading of no more than 0.3 Foot candles above ambient light conditions would indicate compliance. All of Daktronics DB (Digital Billboard) products are designed to comply with the 0.3 foot candle industry lighting standard.

# DAKTRONICS DIGITAL BILLBOARD BRIGHTNESS OVERVIEW

## LIGHT SENSOR AUTOMATICALLY ADJUSTS BRIGHTNESS

The Daktronics light sensor (photozell) maintains a digital billboard's brightness automatically. Digital displays adjust brightness levels by appropriately dimming or brightening, depending on ambient light conditions. The amount of power sent to the LEDs controls these levels.



## BRIGHTNESS STANDARD BUILT IN

Daktronics designed its digital billboards not to exceed the industry lighting standard for measuring digital billboard brightness. The standard, also recommended by the Outdoor Advertising Association of America, suggests digital billboards not exceed 0.3 foot candles above ambient lighting conditions when measured at the appropriate distance, depending on sign size.

## DIRECTIONAL LIGHT ILLUMINATION REDUCES SKY GLOW

Daktronics digital billboards produce directional illumination. The light shines in an out and downward fashion that reduces upward illumination (sky glow). This design also limits illumination onto unintended areas.

For more information on Daktronics digital billboard brightness, please contact [signagelegislation@daktronics.com](mailto:signagelegislation@daktronics.com)



***FLYING S TITLE AND ESCROW  
COMPANY, INC.***

*P.O. Box 1747  
1866 N. Lakewood Drive  
Coeur d'Alene, ID 83814  
208.667.0567 Fax: 208.667.0832*

RE: 300 Foot Radius Report

Attached please find the assessed owners of property in Kootenai County within a three hundred (300) foot radius of the following described parcel of land at your request:

C-9000-000-005-A

According to the Kootenai County Assessor's Records as of June 04, 2024 we find the following parties as being assessed to be within a three hundred (300) foot radius of the above-described parcel of land:

See Attached List

This report is based on a search of the Assessor's Records of Kootenai County. This is NOT a title report and no examination of title to the property has been made. For this reason, no liability for this report is assumed hereunder. The Company is not responsible for any errors and omissions contained herein.

Thank you for allowing us to be of service to you. Please do not hesitate to contact us if we can be of further assistance.

Sincerely,



Tonia Swaim  
Customer Service Representative





**Parcel ID:**C00000027675  
**Site Address:**133 W Cosgrove Rd Coeur D Alene ID 83815  
**Owner:**Monarch Land Company  
**Mail Addr:**23711 Mariner Dr #34 Dana Point CA 92629  
**Assessed Value:**\$2,081,388.00  
**Sale Dt:**10/12/2010  
  
**Zoning:**CDA-C-17 - Commercial District  
**Legal:**TAX #5223, GREEN HAVEN TR CT 0250N04W

**Tax Acct:**104608  
**Acreage:**5.60 Acres  
**Lot SqFt:**243,805 SqFt  
**Bldg SqFt:**192 SqFt  
**Year Built:**1964  
**Beds:**  
**Baths:**

**Parcel ID:**C11600020010  
**Site Address:**Coeur D Alene ID 83815  
**Owner:**Briarwood Owners Association Inc  
**Mail Addr:**1208 N Idaho St Post Falls ID 83854  
**Assessed Value:**\$1,000.00  
**Sale Dt:**  
  
**Zoning:**CDA-R-12PUD - Residential District (PUD)  
**Legal:**BRIARWOOD, LT 1 BLK 2 (COMMON AREA) 0150N04W

**Tax Acct:**243820  
**Acreage:**0.05 Acres  
**Lot SqFt:**2,265 SqFt  
**Bldg SqFt:**  
**Year Built:**  
**Beds:**  
**Baths:**



**Parcel ID:**C11600020020  
**Site Address:**230 E Leadora Ln Coeur D Alene ID 83815  
**Owner:**Neil Tanouye Trust  
**Mail Addr:**2880 W 234th St Torrance CA 90505  
**Assessed Value:**\$836,250.00  
**Sale Dt:**  
  
**Zoning:**CDA-R-12PUD - Residential District (PUD)  
**Legal:**BRIARWOOD, LT 2 BLK 2 0150N04W

**Tax Acct:**243811  
**Acreage:**0.20 Acres  
**Lot SqFt:**8,799 SqFt  
**Bldg SqFt:**4,914 SqFt  
**Year Built:**2003  
**Beds:**10  
**Baths:**8



**Parcel ID:**C11600020030  
**Site Address:**282 E Leadora Ln Coeur D Alene ID 83815  
**Owner:**Nakagawa Michelle M  
**Mail Addr:**45-179 C Lilipuna Rd Kaneohe HI 96744  
**Assessed Value:**\$836,250.00  
**Sale Dt:**04/17/2012  
  
**Zoning:**CDA-R-12PUD - Residential District (PUD)  
**Legal:**BRIARWOOD, LT 3 BLK 2 0150N04W

**Tax Acct:**243812  
**Acreage:**0.20 Acres  
**Lot SqFt:**8,799 SqFt  
**Bldg SqFt:**4,914 SqFt  
**Year Built:**2003  
**Beds:**10  
**Baths:**8



**Parcel ID:**C11600030010  
**Site Address:**3215 N Thicket Ln Coeur D Alene ID 83815  
**Owner:**Hanes Family Trust  
**Mail Addr:**12657 N Bradbury Dr Hayden ID 83835  
**Assessed Value:**\$836,250.00  
**Sale Dt:**12/30/2010  
  
**Zoning:**CDA-R-12PUD - Residential District (PUD)  
**Legal:**BRIARWOOD, LT 1 BLK 3 0150N04W

**Tax Acct:**243816  
**Acreage:**0.21 Acres  
**Lot SqFt:**8,973 SqFt  
**Bldg SqFt:**4,914 SqFt  
**Year Built:**2003  
**Beds:**10  
**Baths:**8



**Parcel ID:**C11600030020  
**Site Address:**3205 N Thicket Ln Coeur D Alene ID 83815  
**Owner:**Treichler H Werner Trustee  
**Mail Addr:**22321 Rosebriar Mission Viejo CA 92692  
**Assessed Value:**\$836,250.00  
**Sale Dt:**11/05/2003

**Tax Acct:**243817  
**Acreage:**0.23 Acres  
**Lot SqFt:**10,237 SqFt  
**Bldg SqFt:**4,914 SqFt  
**Year Built:**2003  
**Beds:**10  
**Baths:**8

**Zoning:**CDA-R-12PUD - Residential District (PUD)  
**Legal:**BRIARWOOD, LT 2 BLK 3 0150N04W

**Parcel ID:**C11610010040  
**Site Address:**Coeur D Alene ID 83815  
**Owner:**Briarwood Owners Association Inc  
**Mail Addr:**1208 N Idaho St Post Falls ID 83854  
**Assessed Value:**\$1,000.00  
**Sale Dt:**

**Tax Acct:**246158  
**Acreage:**0.28 Acres  
**Lot SqFt:**12,240 SqFt  
**Bldg SqFt:**  
**Year Built:**  
**Beds:**  
**Baths:**

**Zoning:**CDA-R-12PUD - Residential District (PUD)  
**Legal:**BRIARWOOD 1ST ADD, LT 4 BLK 1 COMMON AREA 0150N04W



**Parcel ID:**C11610020010  
**Site Address:**205 E Shelby Ln Coeur D Alene ID 83815  
**Owner:**Youngner William O Etux  
**Mail Addr:**690 Montgomery Cir Apt B Claremont CA 91711  
**Assessed Value:**\$836,250.00  
**Sale Dt:**06/16/2004

**Tax Acct:**246159  
**Acreage:**0.20 Acres  
**Lot SqFt:**8,756 SqFt  
**Bldg SqFt:**4,914 SqFt  
**Year Built:**2004  
**Beds:**10  
**Baths:**8

**Zoning:**CDA-R-12PUD - Residential District (PUD)  
**Legal:**BRIARWOOD 1ST ADD, LT 1 BLK 2 0150N04W



**Parcel ID:**C11610020020  
**Site Address:**233 E Shelby Ln Coeur D Alene ID 83815  
**Owner:**Treichler H Werner Trustee  
**Mail Addr:**22321 Rosebriar Mission Viejo CA 92692  
**Assessed Value:**\$836,250.00  
**Sale Dt:**04/30/2004

**Tax Acct:**246160  
**Acreage:**0.19 Acres  
**Lot SqFt:**8,364 SqFt  
**Bldg SqFt:**4,914 SqFt  
**Year Built:**2004  
**Beds:**10  
**Baths:**8

**Zoning:**CDA-R-12PUD - Residential District (PUD)  
**Legal:**BRIARWOOD 1ST ADD, LT 2 BLK 2 0150N04W



**Parcel ID:**C11610020030  
**Site Address:**259 E Shelby Ln Coeur D Alene ID 83815  
**Owner:**Ryan Elizabeth E  
**Mail Addr:**341 N Ridgewood Pl Los Angeles CA 90004  
**Assessed Value:**\$836,250.00  
**Sale Dt:**04/20/2004

**Tax Acct:**246161  
**Acreage:**0.21 Acres  
**Lot SqFt:**9,322 SqFt  
**Bldg SqFt:**4,914 SqFt  
**Year Built:**2004  
**Beds:**10  
**Baths:**8

**Zoning:**CDA-R-12PUD - Residential District (PUD)  
**Legal:**BRIARWOOD 1ST ADD, LT 3 BLK 2 0150N04W



**Parcel ID:**C2680001003A  
**Site Address:**3027 N Government Way Coeur D Alene ID 83815  
**Owner:**Ris Developments LLC  
Ris Developments LLC  
**Mail Addr:**21361 E Valley Visat Dr Liberty Lake WA 99019  
**Assessed Value:**\$2,328,333.00  
**Sale Dt:**10/02/2006

**Tax Acct:**256585  
**Acreage:**3.44 Acres  
**Lot SqFt:**149,977 SqFt  
**Bldg SqFt:**200 SqFt  
**Year Built:**2010  
**Beds:**  
**Baths:**

**Zoning:**CDA-C-17 - Commercial District  
**Legal:**ESSLEY COMMERCIAL PARK, LT 3 EX TAX #20724,LT 4 BLK 1 0250N04W



**Parcel ID:**C465500001A  
**Site Address:**118 W Pintail Rd Coeur D Alene ID 83815  
**Owner:**Ris Developments LLC  
**Mail Addr:**21361 E Valley Vista Dr Liberty Lake WA 99019  
**Assessed Value:**\$437,489.00  
**Sale Dt:**  
**Zoning:**CDA-C-17 - Commercial District  
**Legal:**HOLLAND HILL TRACT, LTS 1 & 3 EX RW 0250N04W

**Tax Acct:**140699  
**Acreage:**0.57 Acres  
**Lot SqFt:**24,829 SqFt  
**Bldg SqFt:**364 SqFt  
**Year Built:**1960  
**Beds:**  
**Baths:**



**Parcel ID:**C465500002A  
**Site Address:**110 W Cosgrove Rd Coeur D Alene ID 83815  
**Owner:**Ris Developments LLC  
**Mail Addr:**21361 E Valley Vista Dr Liberty Lake WA 99019  
**Assessed Value:**\$300,391.00  
**Sale Dt:**  
**Zoning:**CDA-C-17 - Commercial District  
**Legal:**HOLLAND HILL TRACT, LT 2 EX RW 0250N04W

**Tax Acct:**125946  
**Acreage:**0.24 Acres  
**Lot SqFt:**10,585 SqFt  
**Bldg SqFt:**1,812 SqFt  
**Year Built:**1950  
**Beds:**3  
**Baths:**1



**Parcel ID:**C465500A999A  
**Site Address:**3115 N Government Way Coeur D Alene ID 83815  
**Owner:**Tepee Creek LLC  
**Mail Addr:**PO Box 3145 Coeur D Alene ID 83816  
**Assessed Value:**\$1,580,662.00  
**Sale Dt:**10/02/2006  
**Zoning:**CDA-C-17 - Commercial District  
**Legal:**HOLLAND HILL TRACT, LT A EX TX# EX RW 0250N04W

**Tax Acct:**133927  
**Acreage:**1.03 Acres  
**Lot SqFt:**44,823 SqFt  
**Bldg SqFt:**15,120 SqFt  
**Year Built:**1979  
**Beds:**  
**Baths:**



**Parcel ID:**C465500B999A  
**Site Address:**3213 N Government Way Coeur D Alene ID 83815  
**Owner:**David Jensen Living Trust  
**Mail Addr:**4110 E Inverness Dr Post Falls ID 83854  
**Assessed Value:**\$1,228,267.00  
**Sale Dt:**  
**Zoning:**CDA-C-17 - Commercial District  
**Legal:**HOLLAND HILL TRACT, E 142.5 FT-N2-LT B EX RW 0250N04W

**Tax Acct:**136980  
**Acreage:**0.38 Acres  
**Lot SqFt:**16,640 SqFt  
**Bldg SqFt:**3,355 SqFt  
**Year Built:**2007  
**Beds:**  
**Baths:**



**Parcel ID:**C465500B999C  
**Site Address:**3117 N Government Way Coeur D Alene ID 83815  
**Owner:**David Jensen Living Trust  
**Mail Addr:**4110 E Inverness Dr Post Falls ID 83854  
**Assessed Value:**\$216,000.00  
**Sale Dt:**07/28/2017  
**Zoning:**CDA-C-17 - Commercial District  
**Legal:**HOLLAND HILL TRACT, S2-TR B EX RW 0250N04W

**Tax Acct:**109696  
**Acreage:**0.97 Acres  
**Lot SqFt:**42,384 SqFt  
**Bldg SqFt:**  
**Year Built:**  
**Beds:**  
**Baths:**



**Parcel ID:**C77600010010  
**Site Address:**172 E Neider Ave Coeur D Alene ID 83815  
**Owner:**Houser James G  
**Mail Addr:**9317 S Freeman Dr Medical Lake WA 99022  
**Assessed Value:**\$4,226,484.00  
**Sale Dt:**  
**Zoning:**CDA-C-17 - Commercial District  
**Legal:**ROMINE ADD, LT 1 BLK 1 0150N04W

**Tax Acct:**243881  
**Acreage:**2.36 Acres  
**Lot SqFt:**102,845 SqFt  
**Bldg SqFt:**16,800 SqFt  
**Year Built:**2005  
**Beds:**  
**Baths:**



**Parcel ID:**C77600010020  
**Site Address:**3210 N Government Way Coeur D Alene ID 83815  
**Owner:**Anc 3210 N Gov Way LLC  
**Mail Addr:**2360 Corporate Cir Ste 330 Henderson NV 89074  
**Assessed Value:**\$1,480,293.00  
**Sale Dt:**01/18/2022

**Tax Acct:**243882  
**Acreage:**1.05 Acres  
**Lot SqFt:**45,694 SqFt  
**Bldg SqFt:**11,016 SqFt  
**Year Built:**1995  
**Beds:**  
**Baths:**

**Zoning:**CDA-C-17 - Commercial District  
**Legal:**ROMINE ADD, LT 2 BLK 1 0150N04W



**Parcel ID:**C9000000001A  
**Site Address:**3091 N 2nd St Coeur D Alene ID 83815  
**Owner:**Cda Preservation Lp  
**Mail Addr:**701 Fifth Ave #5700 Seattle WA 98104  
**Assessed Value:**\$3,789,116.00  
**Sale Dt:**04/20/2017

**Tax Acct:**143329  
**Acreage:**2.53 Acres  
**Lot SqFt:**110,076 SqFt  
**Bldg SqFt:**32,444 SqFt  
**Year Built:**1970  
**Beds:**  
**Baths:**

**Zoning:**CDA-R-17 - Residential District  
**Legal:**THOMAS ADD, LT 1 EX S 110 FT OF W 220 FT, LT 2 EX N 100 FT OF W 220 FT, ALL EX RW 0150N04W



**Parcel ID:**C9000000002A  
**Site Address:**3020 N Government Way Coeur D Alene ID 83815  
**Owner:**Dirt Poor Properties LLC  
**Mail Addr:**3020 N Government Way Coeur D Alene ID 83815  
**Assessed Value:**\$468,295.00  
**Sale Dt:**05/11/2017

**Tax Acct:**125950  
**Acreage:**0.31 Acres  
**Lot SqFt:**13,678 SqFt  
**Bldg SqFt:**3,000 SqFt  
**Year Built:**1965  
**Beds:**  
**Baths:**

**Zoning:**CDA-C-17 - Commercial District  
**Legal:**THOMAS ADD, N 100 FT-W 220 FT-LT 2, EX N 50 FT-W 150 FT & EX RW 0150N04W



**Parcel ID:**C9000000002B  
**Site Address:**3024 N Government Way Coeur D Alene ID 83815  
**Owner:**Dirt Poor Properties LLC  
**Mail Addr:**3020 N Government Way Coeur D Alene ID 83815  
**Assessed Value:**\$329,841.00  
**Sale Dt:**02/27/2017

**Tax Acct:**116014  
**Acreage:**0.15 Acres  
**Lot SqFt:**6,665 SqFt  
**Bldg SqFt:**1,800 SqFt  
**Year Built:**1990  
**Beds:**  
**Baths:**

**Zoning:**CDA-C-17 - Commercial District  
**Legal:**THOMAS ADD, N 50 FT OF W 150 FT-LT 2 EX RW 0150N04W



**Parcel ID:**C9000000003C  
**Site Address:**3102 N Government Way Coeur D Alene ID 83815  
**Owner:**Dirt Poor Properties LLC  
**Mail Addr:**3020 N Government Way Coeur D Alene ID 83815  
**Assessed Value:**\$422,459.00  
**Sale Dt:**

**Tax Acct:**189992  
**Acreage:**0.38 Acres  
**Lot SqFt:**16,379 SqFt  
**Bldg SqFt:**1,680 SqFt  
**Year Built:**2007  
**Beds:**3  
**Baths:**1

**Zoning:**CDA-C-17 - Commercial District  
**Legal:**THOMAS ADD, TAX#15769 IN TR 3 EX RW 0150N04W



**Parcel ID:**C9000000004A  
**Site Address:**3108 N Government Way Coeur D Alene ID 83815  
**Owner:**Kulhanek John F  
**Mail Addr:**3108 N Government Way Coeur D Alene ID 83815  
**Assessed Value:**\$526,408.00  
**Sale Dt:**12/05/2017

**Tax Acct:**126426  
**Acreage:**0.96 Acres  
**Lot SqFt:**41,861 SqFt  
**Bldg SqFt:**2,112 SqFt  
**Year Built:**1960  
**Beds:**4  
**Baths:**2

**Zoning:**CDA-R-12 - Residential District  
**Legal:**THOMAS ADD, TAX #4667 & 4756 IN TRS 3 & 4 0150N04W



**Parcel ID:**C9000000004B  
**Site Address:**3110 N Government Way Coeur D Alene ID 83815  
**Owner:**Anton Mini Storage LLC  
**Mail Addr:**3110 N Government Way Coeur D Alene ID 83815  
**Assessed Value:**\$1,803,182.00  
**Sale Dt:**05/10/2021

**Tax Acct:**115252  
**Acreage:**0.96 Acres  
**Lot SqFt:**41,609 SqFt  
**Bldg SqFt:**7,540 SqFt  
**Year Built:**2020  
**Beds:**  
**Baths:**

**Zoning:**CDA-C-17 - Commercial District  
**Legal:**THOMAS ADD, N 40 FT- LT 3 EX TX#5640 EX E 310 FT, S 95 FT- LT 4 EX TX#5640 EX E 310 FT, TAX#5640 EX RW [IN SW4] 0150N04W



**Parcel ID:**C90000000005A  
**Site Address:**3119 N 2nd St Coeur D Alene ID 83815  
**Owner:**Miller Property Holdings LLC  
**Mail Addr:**3119 N 2nd St Coeur D Alene ID 83815  
**Assessed Value:**\$4,298,254.00  
**Sale Dt:**05/22/2018

**Tax Acct:**147302  
**Acreage:**2.84 Acres  
**Lot SqFt:**123,817 SqFt  
**Bldg SqFt:**12,000 SqFt  
**Year Built:**2016  
**Beds:**  
**Baths:**

**Zoning:**CDA-C-17 - Commercial District  
**Legal:**THOMAS ADD, W2-N2-TR 5 EX W 17.5 FT, W2-S2-TR 6 EX W 17.5 FT; THOMAS ADD, E2-N2-TR 5, E2-S2-TR 6; THOMAS ADD, S2-TR 5 EX TAX#4662, N 35 FT-TR 4 EX TAX#4662 0150N04W



**Parcel ID:**C90000000005C  
**Site Address:**3112 N Government Way Coeur D Alene ID 83815  
**Owner:**Mullins Robert W  
**Mail Addr:**3112 N Government Way Coeur D Alene ID 83815  
**Assessed Value:**\$548,574.00  
**Sale Dt:**12/29/2014

**Tax Acct:**118305  
**Acreage:**0.42 Acres  
**Lot SqFt:**18,426 SqFt  
**Bldg SqFt:**2,400 SqFt  
**Year Built:**1972  
**Beds:**2  
**Baths:**1

**Zoning:**CDA-C-17 - Commercial District  
**Legal:**THOMAS ADD, TAX#4662 IN LTS 4 & 5 EX W 16 FT 0150N04W



**Parcel ID:**C90000000008B  
**Site Address:**50 E Neider Ave Coeur D Alene ID 83815  
**Owner:**Hattenburg Properties LLC  
**Mail Addr:**6991 N Mt Carrol St Dalton Gardens ID 83815  
**Assessed Value:**\$1,625,144.00  
**Sale Dt:**

**Tax Acct:**145833  
**Acreage:**0.50 Acres  
**Lot SqFt:**21,649 SqFt  
**Bldg SqFt:**2,880 SqFt  
**Year Built:**1999  
**Beds:**  
**Baths:**

**Zoning:**CDA-C-17 - Commercial District  
**Legal:**THOMAS ADD, TAX #18346 IN TRS 8 & 9 0150N04W



**Parcel ID:**C90000000016A  
**Site Address:**3105 N 4th St Coeur D Alene ID 83815  
**Owner:**Cedar Wood  
**Mail Addr:**907 E Rosewood Spokane WA 99208  
**Assessed Value:**\$7,800,000.00  
**Sale Dt:**

**Tax Acct:**172690  
**Acreage:**4.74 Acres  
**Lot SqFt:**206,300 SqFt  
**Bldg SqFt:**65,144 SqFt  
**Year Built:**1984  
**Beds:**  
**Baths:**

**Zoning:**CDA-R-12 - Residential District  
**Legal:**THOMAS ADD, S2 OF LT 16, LTS 17 & 18 0150N04W



**Parcel ID:**C90000000019B  
**Site Address:**3030 N 2nd St Coeur D Alene ID 83815  
**Owner:**Cedar Wood Estates II LLC  
**Mail Addr:**907 E Rosewood Spokane WA 99208  
**Assessed Value:**\$4,494,523.00  
**Sale Dt:**

**Tax Acct:**231647  
**Acreage:**1.48 Acres  
**Lot SqFt:**64,469 SqFt  
**Bldg SqFt:**23,302 SqFt  
**Year Built:**2004  
**Beds:**  
**Baths:**

**Zoning:**CDA-R-17 - Residential District  
**Legal:**THOMAS ADD, E 248.00 FT-W 278.00 FT OF TRS 19 & 20 0150N04W



Parcel ID:CJ3650001140  
Site Address:114 W Neider Ave Coeur D Alene ID 83815  
Owner:Johnson Living Trust  
Mail Addr:4320 E Sterling Dr Post Falls ID 83854  
Assessed Value:\$328,367.00  
Sale Dt:10/16/2006

Tax Acct:304095  
Acreage:0.15 Acres  
Lot SqFt:6,682 SqFt  
Bldg SqFt:1,437 SqFt  
Year Built:2006  
Beds:  
Baths:

Zoning:CDA-C-17 - Commercial District  
Legal:NEIDER SQUARE CONDOS, UNIT 114 & UNDIV INT IN COMMON AREA 0250N04W



Parcel ID:CJ3650001160  
Site Address:116 W Neider Ave Coeur D Alene ID 83815  
Owner:David Jensen Living Trust  
Mail Addr:4110 E Inverness Dr Post Falls ID 83854  
Assessed Value:\$264,659.00  
Sale Dt:07/28/2017

Tax Acct:304096  
Acreage:0.12 Acres  
Lot SqFt:5,207 SqFt  
Bldg SqFt:1,123 SqFt  
Year Built:2006  
Beds:  
Baths:

Zoning:CDA-C-17 - Commercial District  
Legal:NEIDER SQUARE CONDOS, UNIT 116 & UNDIV INT IN COMMON AREA 0250N04W



Parcel ID:CJ3650001180  
Site Address:118 W Neider Ave Coeur D Alene ID 83815  
Owner:David Jensen Living Trust  
Mail Addr:4110 E Inverness Dr Post Falls ID 83854  
Assessed Value:\$266,327.00  
Sale Dt:07/28/2017

Tax Acct:304097  
Acreage:0.12 Acres  
Lot SqFt:5,272 SqFt  
Bldg SqFt:1,134 SqFt  
Year Built:2006  
Beds:  
Baths:

Zoning:CDA-C-17 - Commercial District  
Legal:NEIDER SQUARE CONDOS, UNIT 118 & UNDIV INT IN COMMON AREA 0250N04W



Parcel ID:CJ3650001200  
Site Address:120 W Neider Ave Coeur D Alene ID 83815  
Owner:David Jensen Living Trust  
Mail Addr:4110 E Inverness Dr Post Falls ID 83854  
Assessed Value:\$126,991.00  
Sale Dt:07/28/2017

Tax Acct:304098  
Acreage:0.05 Acres  
Lot SqFt:2,278 SqFt  
Bldg SqFt:491 SqFt  
Year Built:2006  
Beds:  
Baths:

Zoning:CDA-C-17 - Commercial District  
Legal:NEIDER SQUARE CONDOS, UNIT 120 & UNDIV INT IN COMMON AREA 0250N04W



Parcel ID:CJ3650001220  
Site Address:122 W Neider Ave Coeur D Alene ID 83815  
Owner:David Jensen Living Trust  
Mail Addr:4110 E Inverness Dr Post Falls ID 83854  
Assessed Value:\$126,487.00  
Sale Dt:07/28/2017

Tax Acct:304099  
Acreage:0.05 Acres  
Lot SqFt:2,256 SqFt  
Bldg SqFt:487 SqFt  
Year Built:2006  
Beds:  
Baths:

Zoning:CDA-C-17 - Commercial District  
Legal:NEIDER SQUARE CONDOS, UNIT 122 & UNDIV INT IN COMMON AREA 0250N04W



Parcel ID:CJ4690000010  
Site Address:3107 N 2nd St #1 Coeur D Alene ID 83815  
Owner:Living Trust Of W Joe Threadgill And C Lynne Threadgill  
Mail Addr:3107 N 2nd St #A Coeur D Alene ID 83815  
Assessed Value:\$191,400.00  
Sale Dt:07/30/2008

Tax Acct:309299  
Acreage:0.05 Acres  
Lot SqFt:2,068 SqFt  
Bldg SqFt:522 SqFt  
Year Built:1996  
Beds:1  
Baths:1

Zoning:CDA-R-17 - Residential District  
Legal:AUTUMN CREST CONDOS, UNIT 1 0150N04W



Parcel ID:CJ4690000020  
Site Address:3107 N 2nd St #2 Coeur D Alene ID 83815  
Owner:Living Trust Of W Joe Threadgill And C Lynne Threadgill  
Mail Addr:3107 N 2nd St #A Coeur D Alene ID 83815  
Assessed Value:\$191,400.00  
Sale Dt:  
Zoning:CDA-R-17 - Residential District  
Legal:AUTUMN CREST CONDOS, UNIT 2 0150N04W

Tax Acct:309300  
Acreage:0.05 Acres  
Lot SqFt:2,068 SqFt  
Bldg SqFt:489 SqFt  
Year Built:1996  
Beds:1  
Baths:1



Parcel ID:CJ4690000030  
Site Address:3107 N 2nd St #3 Coeur D Alene ID 83815  
Owner:Living Trust Of W Joe Threadgill And C Lynne Threadgill  
Mail Addr:3107 N 2nd St #A Coeur D Alene ID 83815  
Assessed Value:\$191,400.00  
Sale Dt:  
Zoning:CDA-R-17 - Residential District  
Legal:AUTUMN CREST CONDOS, UNIT 3 0150N04W

Tax Acct:309301  
Acreage:0.05 Acres  
Lot SqFt:2,068 SqFt  
Bldg SqFt:489 SqFt  
Year Built:1996  
Beds:1  
Baths:1



Parcel ID:CJ4690000040  
Site Address:3107 N 2nd St #4 Coeur D Alene ID 83815  
Owner:Living Trust Of W Joe Threadgill And C Lynne Threadgill  
Mail Addr:3107 N 2nd St #A Coeur D Alene ID 83815  
Assessed Value:\$191,400.00  
Sale Dt:  
Zoning:CDA-R-17 - Residential District  
Legal:AUTUMN CREST CONDOS, UNIT 4 0150N04W

Tax Acct:309302  
Acreage:0.05 Acres  
Lot SqFt:2,068 SqFt  
Bldg SqFt:522 SqFt  
Year Built:1996  
Beds:1  
Baths:1



Parcel ID:CJ4690000050  
Site Address:3107 N 2nd St #5 Coeur D Alene ID 83815  
Owner:Living Trust Of W Joe Threadgill And C Lynne Threadgill  
Mail Addr:3107 N 2nd St #A Coeur D Alene ID 83815  
Assessed Value:\$191,400.00  
Sale Dt:  
Zoning:CDA-R-17 - Residential District  
Legal:AUTUMN CREST CONDOS, UNIT 5 0150N04W

Tax Acct:309303  
Acreage:0.05 Acres  
Lot SqFt:2,068 SqFt  
Bldg SqFt:489 SqFt  
Year Built:1996  
Beds:1  
Baths:1



Parcel ID:CJ4690000060  
Site Address:3107 N 2nd St #6 Coeur D Alene ID 83815  
Owner:Living Trust Of W Joe Threadgill And C Lynne Threadgill  
Mail Addr:3107 N 2nd St #A Coeur D Alene ID 83815  
Assessed Value:\$191,400.00  
Sale Dt:  
Zoning:CDA-R-17 - Residential District  
Legal:AUTUMN CREST CONDOS, UNIT 6 0150N04W

Tax Acct:309304  
Acreage:0.05 Acres  
Lot SqFt:2,068 SqFt  
Bldg SqFt:489 SqFt  
Year Built:1996  
Beds:1  
Baths:1



**Parcel ID:**CJ4690000070  
**Site Address:**3107 N 2nd St #7 Coeur D Alene ID 83815  
**Owner:**Living Trust Of W Joe Threadgill And C Lynne Threadgill  
**Mail Addr:**3107 N 2nd St #A Coeur D Alene ID 83815  
**Assessed Value:**\$191,400.00  
**Sale Dt:**  
**Zoning:**CDA-R-17 - Residential District  
**Legal:**AUTUMN CREST CONDOS, UNIT 7 0150N04W

**Tax Acct:**309305  
**Acreage:**0.05 Acres  
**Lot SqFt:**2,068 SqFt  
**Bldg SqFt:**522 SqFt  
**Year Built:**1996  
**Beds:**1  
**Baths:**1



**Parcel ID:**CJ4690000080  
**Site Address:**3107 N 2nd St #8 Coeur D Alene ID 83815  
**Owner:**Living Trust Of W Joe Threadgill And C Lynne Threadgill  
**Mail Addr:**3107 N 2nd St #A Coeur D Alene ID 83815  
**Assessed Value:**\$191,400.00  
**Sale Dt:**  
**Zoning:**CDA-R-17 - Residential District  
**Legal:**AUTUMN CREST CONDOS, UNIT 8 0150N04W

**Tax Acct:**309306  
**Acreage:**0.05 Acres  
**Lot SqFt:**2,068 SqFt  
**Bldg SqFt:**522 SqFt  
**Year Built:**1996  
**Beds:**1  
**Baths:**1



**Parcel ID:**CJ4690000090  
**Site Address:**3107 N 2nd St #9 Coeur D Alene ID 83815  
**Owner:**Living Trust Of W Joe Threadgill And C Lynne Threadgill  
**Mail Addr:**3107 N 2nd St #A Coeur D Alene ID 83815  
**Assessed Value:**\$191,400.00  
**Sale Dt:**  
**Zoning:**CDA-R-17 - Residential District  
**Legal:**AUTUMN CREST CONDOS, UNIT 9 0150N04W

**Tax Acct:**309307  
**Acreage:**0.05 Acres  
**Lot SqFt:**2,068 SqFt  
**Bldg SqFt:**522 SqFt  
**Year Built:**1996  
**Beds:**1  
**Baths:**1



**Parcel ID:**CJ4690000100  
**Site Address:**3107 N 2nd St #10 Coeur D Alene ID 83815  
**Owner:**Living Trust Of W Joe Threadgill And C Lynne Threadgill  
**Mail Addr:**3107 N 2nd St #A Coeur D Alene ID 83815  
**Assessed Value:**\$191,400.00  
**Sale Dt:**  
**Zoning:**CDA-R-17 - Residential District  
**Legal:**AUTUMN CREST CONDOS, UNIT 10 0150N04W

**Tax Acct:**309308  
**Acreage:**0.05 Acres  
**Lot SqFt:**2,068 SqFt  
**Bldg SqFt:**522 SqFt  
**Year Built:**1996  
**Beds:**1  
**Baths:**1



**Parcel ID:**CJ4690000110  
**Site Address:**3107 N 2nd St #11 Coeur D Alene ID 83815  
**Owner:**Living Trust Of W Joe Threadgill And C Lynne Threadgill  
**Mail Addr:**3107 N 2nd St #A Coeur D Alene ID 83815  
**Assessed Value:**\$191,400.00  
**Sale Dt:**  
**Zoning:**CDA-R-17 - Residential District  
**Legal:**AUTUMN CREST CONDOS, UNIT 11 0150N04W

**Tax Acct:**309309  
**Acreage:**0.05 Acres  
**Lot SqFt:**2,068 SqFt  
**Bldg SqFt:**489 SqFt  
**Year Built:**1996  
**Beds:**1  
**Baths:**1





**Parcel ID:**CJ4690000120  
**Site Address:**3107 N 2nd St #12 Coeur D Alene ID 83815  
**Owner:**Living Trust Of W Joe Threadgill And C Lynne Threadgill  
**Mail Addr:**3107 N 2nd St #A Coeur D Alene ID 83815  
**Assessed Value:**\$191,400.00  
**Sale Dt:**  
**Zoning:**CDA-R-17 - Residential District  
**Legal:**AUTUMN CREST CONDOS, UNIT 12 0150N04W

**Tax Acct:**309310  
**Acreage:**0.05 Acres  
**Lot SqFt:**2,068 SqFt  
**Bldg SqFt:**489 SqFt  
**Year Built:**1996  
**Beds:**1  
**Baths:**1



**Parcel ID:**CJ4690000130  
**Site Address:**3107 N 2nd St #13 Coeur D Alene ID 83815  
**Owner:**Living Trust Of W Joe Threadgill And C Lynne Threadgill  
**Mail Addr:**3107 N 2nd St #A Coeur D Alene ID 83815  
**Assessed Value:**\$191,400.00  
**Sale Dt:**  
**Zoning:**CDA-R-17 - Residential District  
**Legal:**AUTUMN CREST CONDOS, UNIT 13 0150N04W

**Tax Acct:**309311  
**Acreage:**0.05 Acres  
**Lot SqFt:**2,068 SqFt  
**Bldg SqFt:**522 SqFt  
**Year Built:**1996  
**Beds:**1  
**Baths:**1



**Parcel ID:**CJ4690000140  
**Site Address:**3107 N 2nd St #14 Coeur D Alene ID 83815  
**Owner:**Living Trust Of W Joe Threadgill And C Lynne Threadgill  
**Mail Addr:**3107 N 2nd St #A Coeur D Alene ID 83815  
**Assessed Value:**\$191,400.00  
**Sale Dt:**  
**Zoning:**CDA-R-17 - Residential District  
**Legal:**AUTUMN CREST CONDOS, UNIT 14 0150N04W

**Tax Acct:**309312  
**Acreage:**0.05 Acres  
**Lot SqFt:**2,068 SqFt  
**Bldg SqFt:**522 SqFt  
**Year Built:**1996  
**Beds:**1  
**Baths:**1



**Parcel ID:**CJ4690000150  
**Site Address:**3107 N 2nd St #15 Coeur D Alene ID 83815  
**Owner:**Living Trust Of W Joe Threadgill And C Lynne Threadgill  
**Mail Addr:**3107 N 2nd St #A Coeur D Alene ID 83815  
**Assessed Value:**\$191,400.00  
**Sale Dt:**  
**Zoning:**CDA-R-17 - Residential District  
**Legal:**AUTUMN CREST CONDOS, UNIT 15 0150N04W

**Tax Acct:**309313  
**Acreage:**0.05 Acres  
**Lot SqFt:**2,068 SqFt  
**Bldg SqFt:**489 SqFt  
**Year Built:**1996  
**Beds:**1  
**Baths:**1



**Parcel ID:**CJ4690000160  
**Site Address:**3107 N 2nd St #16 Coeur D Alene ID 83815  
**Owner:**Living Trust Of W Joe Threadgill And C Lynne Threadgill  
**Mail Addr:**3107 N 2nd St #A Coeur D Alene ID 83815  
**Assessed Value:**\$191,400.00  
**Sale Dt:**  
**Zoning:**CDA-R-17 - Residential District  
**Legal:**AUTUMN CREST CONDOS, UNIT 16 0150N04W

**Tax Acct:**309314  
**Acreage:**0.05 Acres  
**Lot SqFt:**2,068 SqFt  
**Bldg SqFt:**489 SqFt  
**Year Built:**1996  
**Beds:**1  
**Baths:**1



**Parcel ID:**CJ4690000170  
**Site Address:**3107 N 2nd St #17 Coeur D Alene ID 83815  
**Owner:**Living Trust Of W Joe Threadgill And C Lynne Threadgill  
**Mail Addr:**3107 N 2nd St #A Coeur D Alene ID 83815  
**Assessed Value:**\$191,400.00  
**Sale Dt:**  
  
**Zoning:**CDA-R-17 - Residential District  
**Legal:**AUTUMN CREST CONDOS, UNIT 17 0150N04W

**Tax Acct:**309315  
**Acreage:**0.05 Acres  
**Lot SqFt:**2,068 SqFt  
  
**Bldg SqFt:**522 SqFt  
**Year Built:**1996  
**Beds:**1  
**Baths:**1

---

**Parcel ID:**CL3890010020  
**Site Address:**3246 N 2nd St Coeur D Alene ID 83815  
**Owner:**Habitat For Humanity Of North Idaho Inc  
**Mail Addr:**176 W Wyoming Ave Hayden ID 83835  
**Assessed Value:**\$270,924.00  
**Sale Dt:**  
  
**Zoning:**CDA-R-12 - Residential District  
**Legal:**HICKAM PLACE, LT 2 BLK 1 0150N04W

**Tax Acct:**341487  
**Acreage:**1.52 Acres  
**Lot SqFt:**66,011 SqFt  
**Bldg SqFt:**  
**Year Built:**  
**Beds:**  
**Baths:**

---

Anc 3210 N Gov Way LLC  
2360 Corporate Cir Ste 330  
Henderson NV 89074

Anton Mini Storage LLC  
3110 N Government Way  
Coeur D Alene ID 83815

Briarwood Owners Association  
1208 N Idaho St  
Post Falls ID 83854

Briarwood Owners Association  
1208 N Idaho St  
Post Falls ID 83854

Cda Preservation Lp  
701 Fifth Ave #5700  
Seattle WA 98104

Cedar Wood  
907 E Rosewood  
Spokane WA 99208

Cedar Wood Estates II LLC  
907 E Rosewood  
Spokane WA 99208

David Jensen Living Trust  
4110 E Inverness Dr  
Post Falls ID 83854

David Jensen Living Trust  
4110 E Inverness Dr  
Post Falls ID 83854

David Jensen Living Trust  
4110 E Inverness Dr  
Post Falls ID 83854

David Jensen Living Trust  
4110 E Inverness Dr  
Post Falls ID 83854

David Jensen Living Trust  
4110 E Inverness Dr  
Post Falls ID 83854

David Jensen Living Trust  
4110 E Inverness Dr  
Post Falls ID 83854

Dirt Poor Properties LLC  
3020 N Government Way  
Coeur D Alene ID 83815

Dirt Poor Properties LLC  
3020 N Government Way  
Coeur D Alene ID 83815

Dirt Poor Properties LLC  
3020 N Government Way  
Coeur D Alene ID 83815

Habitat For Humanity Of North Id  
176 W Wyoming Ave  
Hayden ID 83835

Hanes Family Trust  
12657 N Bradbury Dr  
Hayden ID 83835

Hattensburg Properties LLC  
6991 N Mt Carrol St  
Dalton Gardens ID 83815

James Houser  
9317 S Freeman Dr  
Medical Lake WA 99022

Johnson Living Trust  
4320 E Sterling Dr  
Post Falls ID 83854

John Kulhanek  
3108 N Government Way  
Coeur D Alene ID 83815

W Joe Threadgill Trust  
3107 N 2nd St #A  
Coeur D Alene ID 83815

W Joe Threadgill Trust  
3107 N 2nd St #A  
Coeur D Alene ID 83815

W Joe Threadgill Trust  
3107 N 2nd St #A  
Coeur D Alene ID 83815

W Joe Threadgill Trust  
3107 N 2nd St #A  
Coeur D Alene ID 83815

W Joe Threadgill Trust  
3107 N 2nd St #A  
Coeur D Alene ID 83815

W Joe Threadgill Trust  
3107 N 2nd St #A  
Coeur D Alene ID 83815

W Joe Threadgill Trust  
3107 N 2nd St #A  
Coeur D Alene ID 83815

W Joe Threadgill Trust  
3107 N 2nd St #A  
Coeur D Alene ID 83815

W Joe Threadgill Trust  
3107 N 2nd St #A  
Coeur D Alene ID 83815

W Joe Threadgill Trust  
3107 N 2nd St #A  
Coeur D Alene ID 83815

W Joe Threadgill Trust  
3107 N 2nd St #A  
Coeur D Alene ID 83815

W Joe Threadgill Trust  
3107 N 2nd St #A  
Coeur D Alene ID 83815

W Joe Threadgill Trust  
3107 N 2nd St #A  
Coeur D Alene ID 83815

W Joe Threadgill Trust  
3107 N 2nd St #A  
Coeur D Alene ID 83815

W Joe Threadgill Trust  
3107 N 2nd St #A  
Coeur D Alene ID 83815

W Joe Threadgill Trust  
3107 N 2nd St #A  
Coeur D Alene ID 83815

W Joe Threadgill Trust  
3107 N 2nd St #A  
Coeur D Alene ID 83815

Miller Property Holdings LLC  
3119 N 2nd St  
Coeur D Alene ID 83815

Monarch Land Company  
23711 Mariner Dr #34  
Dana Point CA 92629

Robert Mullins  
3112 N Government Way  
Coeur D Alene ID 83815

Michelle Nakagawa  
45-179 C Lilipuna Rd  
Kaneohe HI 96744

Neil Tanouye Trust  
2880 W 234th St  
Torrance CA 90505

Rls Developments LLC  
21361 E Valley Visat Dr  
Liberty Lake WA 99019

Rls Developments LLC  
21361 E Valley Vista Dr  
Liberty Lake WA 99019

Rls Developments LLC  
21361 E Valley Vista Dr  
Liberty Lake WA 99019

Elizabeth Ryan  
341 N Ridgewood Pl  
Los Angeles CA 90004

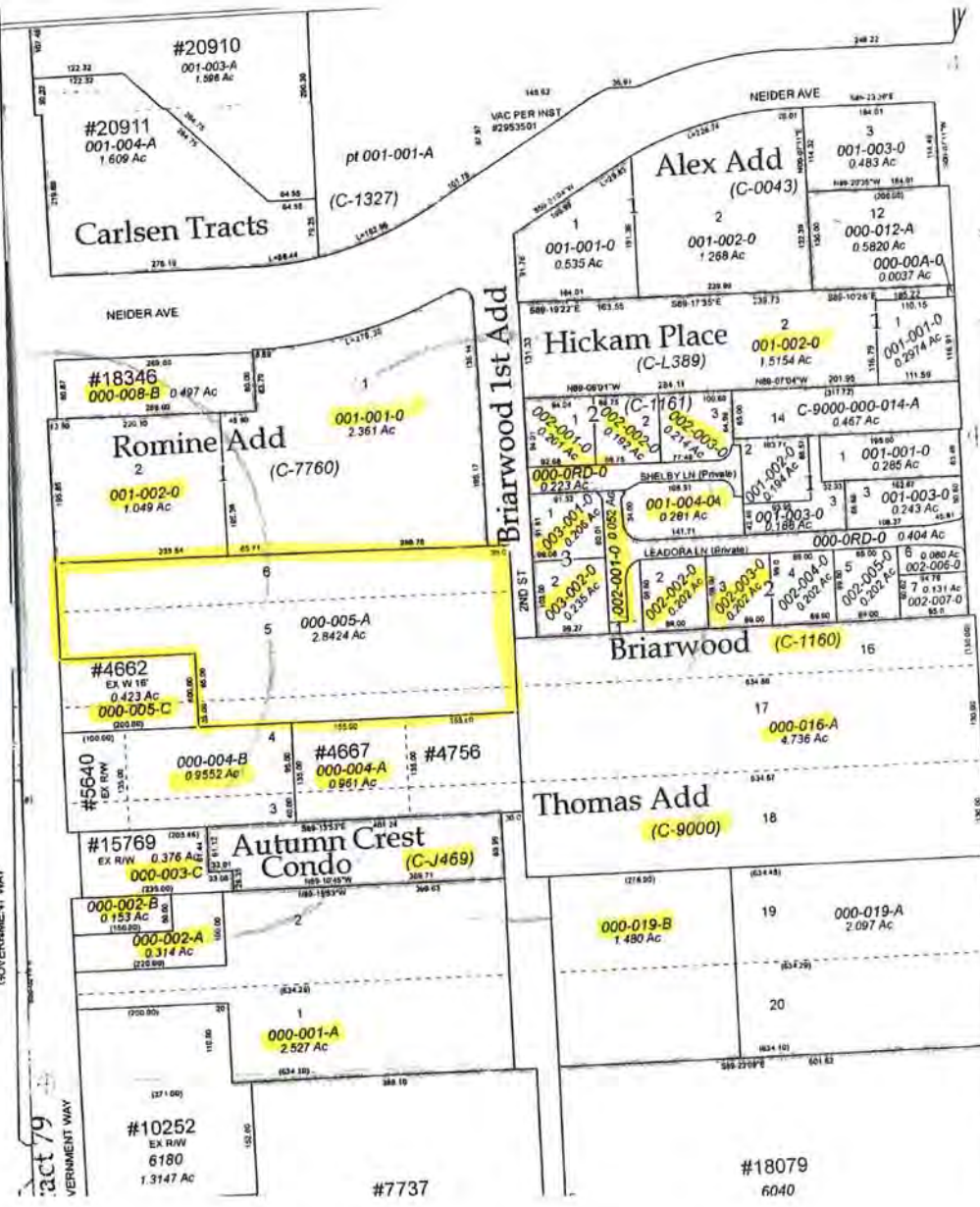
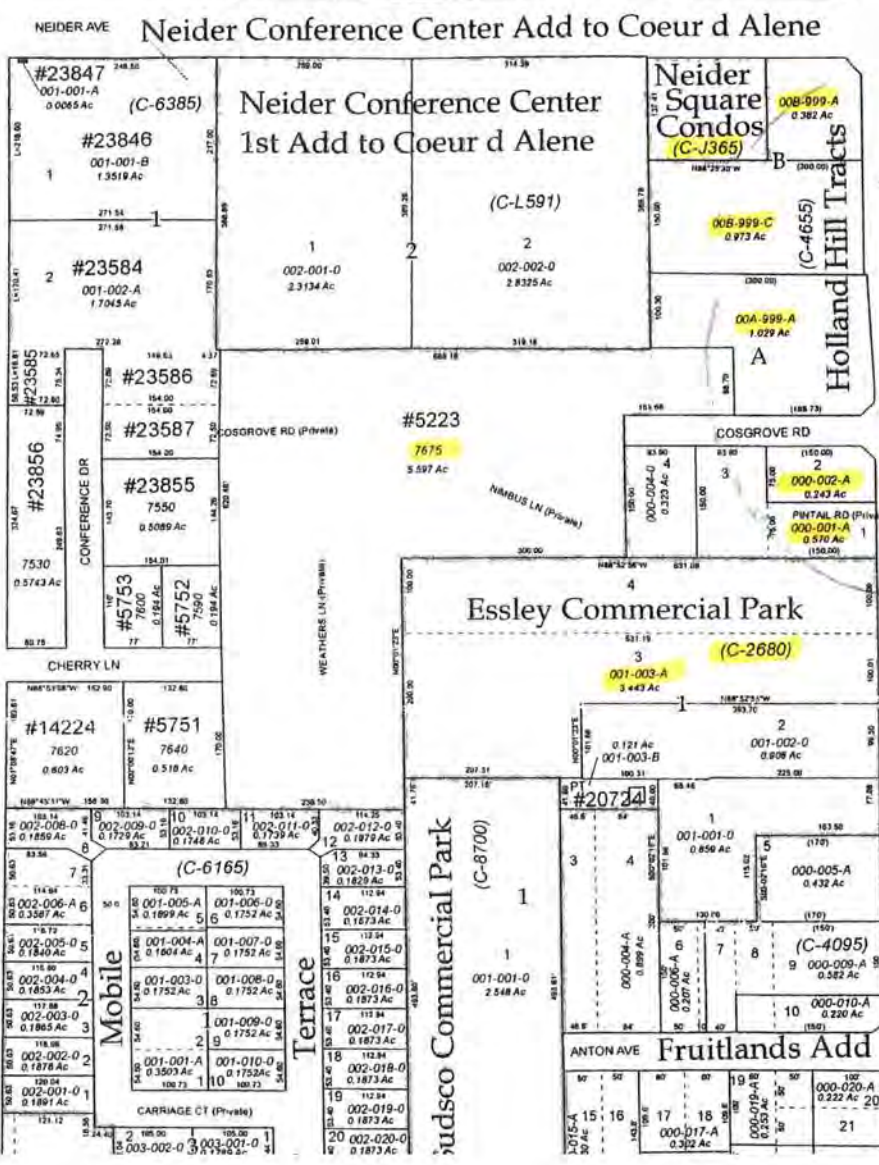
Tepee Creek LLC  
PO Box 3145  
Coeur D Alene ID 83816

H Treichler  
22321 Rosebriar  
Mission Viejo CA 92692

H Treichler  
22321 Rosebriar  
Mission Viejo CA 92692

William Youngner  
690 Montgomery Cir Apt B  
Claremont CA 91711

(C-L068) 1 (C-5750)



City of Coeur d'Alene  
 710 East Mullan Avenue  
 Coeur d'Alene Id 83814 (208) 769-2229

**SIGN PERMIT APPLICATION**

Each sign requires a separate permit including refaces

PLAN NO

[ ]

PERMIT NO

9370

**COMPLETE SIGN LOCATION ADDRESS:**  
 3119 N. 2nd St. Parcel # C-9000-000-005-A AIN # 147302

**BUSINESS NAME:**  
 Lamar Advertising of Spokane

**BUSINESS CONTACT NAME:** Neal Schreibeis **PHONE NO:** (509)489-4684

**PROPERTY OWNER:**  
 Miller Property Holdings, LLC

**SIGN INSTALLER:**  
 Lamar Advertising of Spokane

**SIGN INSTALLER ADDRESS:**  
 1015 E. Cataldo, Spokane, WA 99202

**SIGN INSTALLER: Phone:** (509)489-4684 **Cell:** (509)993-449 **e-mail:** skuntz@lamar.com

**IS SIGN ILLUMINATED?** Yes  No  **Electrical Permit No:**

**ELECTRICAL INSTALLER (Must be Idaho licensed electrician):**  
 Merit Electric

**LINEAL FRONTAGE ON ADDRESSED STREET** 230ft **Ft Driving Lanes on street** 2

**LINEAL FRONTAGE ON ANY OTHER STREETS:** 130ft **ft**  
**Street name:** Government Way **No Driving Lanes this street** 4

**MARKET VALUE OF SIGN (Includes installation):** \$ 100,000.00

**DESCRIBE WORK TO BE DONE:** IS SIGN:  NEW  or EXISTING   
 Permanent  Temporary  Political  Reface Other  See Attached

**TYPE:** A FRAME  WALL  POLE/PYLON  MONUMENT  OTHER: Single Pole Center Mount  Build

**If Freestanding:** Height from top of sign to grade : 37 ft  
 Height from bottom of sign to grade : 27 ft

**Dimensions of this sign:** 10' by 30' = 300 square feet

**CHECKLIST: (required documentation for submittal )**

- DRAWING OF SIGN indicating message & dimensions
- SITE PLAN The following must be shown on the site plan
  - distance to front property line
  - distance to side lot line
  - all other signs existing/proposed on site & their square footage
- MOUNTING & CONNECTIONS ( show diagram or indicate on drawing)  
 Show how sign will be mounted, all connections, type and size of hardware, material, and dimensions, spacing etc.
- TOTAL SIGN ALLOWANCE WORKSHEET
- SIZE/ZONE/LOCATION CHART freestanding only-supply one per street
- FOOTINGS ( for pole and ground/monument signs)  
 If sign is 10 ft or more in height, supply plans completed by an Idaho licensed engineer bearing an original stamp. Less than 10 ft in ht, submit calculations
- SUBMIT FEE from schedule – if exceeds \$ amt, go to next level on chart

\*\*\*\*\*  
**ALL FREESTANDING SIGNS REQUIRE A FOOTING INSPECTION.**  
 Please call 769-2229 to schedule 24-48 hours in advance

**If excavation not ready, or re-inspection required,  
 you will be subject to a re-inspection fee of \$50**

I hereby certify that I will comply with all codes and ordinances governing this sign. Failure of the permit holder or installer to comply with any provisions of the Sign Code will be cause to revoke this permit. Sign permit stickers must be attached to the sign and be visible from the sidewalk. The City inspects the footings. I understand that I am responsible for the sign to be constructed per the approved plans and specifications. Failure to do so could result in punitive action or removal of the sign. The City accepts no responsibility for the construction of the completed sign.

**SIGNATURE**

*Neal Schreibeis*  
 1352.50 paid CC 11-18-24

**SIGN PERMIT FEE \$** 1352.50 **Reinspect fee :** \$50 yes or no  
 Official use below

Municipal Services Approval	Date:
Plan Review Approval	Date:
Building Inspector Approval	Date:

Lamar will be removing the current billboard located at 1621 Northwest Blvd, Parcel # C25680000020, previous permit enclosed, and upgrading it, and then installing at 3119 N. 2<sup>nd</sup> St., Parcel # C9000000005A. Site plan for 3119 N. 2<sup>nd</sup> St. is also enclosed.



1

# PROPOSED BILLBOARD RELOCATION (BR-1-24)

**APPLICANT/BILLBOARD OWNER:**

Lamar Advertising of Spokane

**PROPERTY OWNER:**

Miller Property Holdings LLC

**CURRENT BILLBOARD LOCATION:**

1621 Northwest Boulevard

**PROPOSED BILLBOARD LOCATION:**

3119 N. 2nd Street



2



# Code Allowance

- At the June 18, 2024 Council meeting, Council approved Ordinance No. 3731, authorizing the owner of an existing billboard to apply for relocation within the City under certain parameters, requiring a public hearing on the application and Council findings of fact.
- At the January 7, 2025 Council meeting, Council approved Ordinance No. 3746, authorizing relocation variance requests based on an undue hardship, with Council findings of fact.



3

# Purpose within Code

## 15.50.110: FINDINGS, PURPOSE, INTENT, SEVERABILITY:

- A. Based on evidence collected by and for multiple communities over many years, the City has determined that Signs can obstruct views, distract motorists, displace alternative uses for land, and affect the aesthetics of a community.
- B. The City finds and declares that it is necessary to regulate the construction, erection, maintenance, electrification, illumination, type, size, number, and location of Signs to:
1. protect the health, safety, property, and welfare of the public;
  2. improve the neat, clean, and orderly appearance of the City;
  3. provide for informational needs of the public;
  4. preserve and protect the scenic beauty of the City;
  5. promote traffic safety; and
  6. promote a healthy business climate in the City.



4

## Proposed Location for Billboard to be Relocated: 3119 N. 2<sup>nd</sup> Street



5

## Variance Request

The applicant (Lamar Advertising of Spokane) has made a variance request from the height requirements and minimum distances from a residential zone.



6

## Variance- MC 15.50.400 (C) (6)

- A variance “may only be granted upon a showing of undue hardship due to site characteristics and if approval of the variance would not be contrary to the public interest or the purposes of the Sign Code related to billboards.
- The term “site characteristics” refers to the proposed site for the relocated billboard.
- “Undue hardship” is not clearly defined in Idaho law. It has been defined as “an unreasonable or disproportionate burden or obstacle,” or “an unreasonable or unbalanced burden or barrier.” This generally means that the hardship must be more than a mere inconvenience or a preference for a more lenient standard.

7

## 15.50.110: FINDINGS, PURPOSE, INTENT, SEVERABILITY:

A. Based on evidence collected by and for multiple communities over many years, the City has determined that Signs can obstruct views, distract motorists, displace alternative uses for land, and affect the aesthetics of a community.

B. The City finds and declares that it is necessary to regulate the construction, erection, maintenance, electrification, illumination, type, size, number, and location of Signs to:

1. protect the health, safety, property, and welfare of the public;
2. improve the neat, clean, and orderly appearance of the City;
3. provide for informational needs of the public;
4. preserve and protect the scenic beauty of the City;
5. promote traffic safety; and
6. promote a healthy business climate in the City.



8

## Height Requirement

- Municipal Code § 15.50.400(C)(4)(e) provides: “No increase in height of the existing Billboard shall be permitted except where needed to provide for minimum height clearance (from the ground to the bottom of the Billboard) to comply with roadway safety.”
- Municipal Code § 15.50.400(C)(3)(i)(6) which provides that Council may approve the relocation of a billboard if it finds: “That the height of the Billboard is compatible with buildings within a three hundred foot (300') radius. If the view of the Billboard would be blocked by buildings, or if the view of buildings would be blocked by the Billboard, the Billboard height does not exceed the building height by more than twelve feet (12') and, in any case, does not exceed forty-eight feet (48'). If there are no buildings within three hundred feet (300'), the Billboard does not exceed twenty-four feet (24'). In measuring height, the base structure and display area shall be included.”

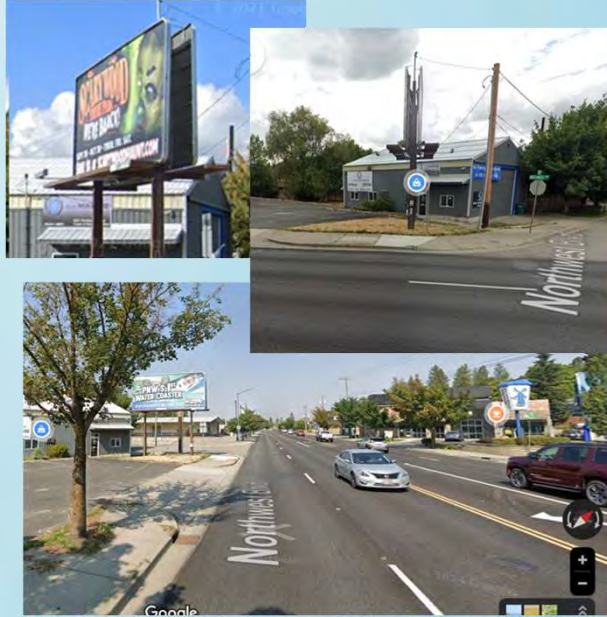
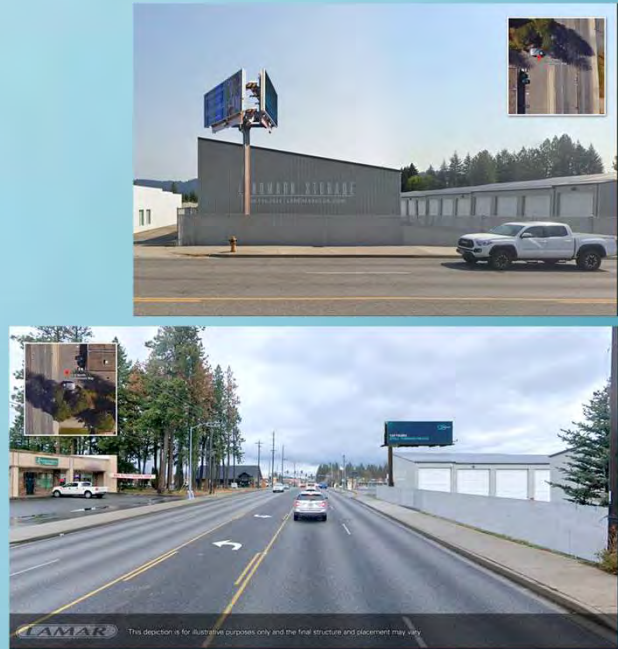
9

## Height and Residential Measurement

- The height of the existing billboard on Northwest Boulevard is approximately 25'8” as measured to its highest point. The relocated billboard height is proposed to be 37’.
- The closest residentially-zoned property is approximately 380 feet to R-12 property and 410 feet to R-17 property.



10

**Existing Sign: Northwest Boulevard (25'8.5" tall)****Proposed Sign: Government Way (37' tall)**

11

## Variance Request: Height

- Lamar requests that Municipal Code § 15.50.400(C)(3)(i)(6) apply to their request; which provides that Council may approve the relocation of a billboard if it finds: *“That the height of the Billboard is compatible with buildings within a three hundred foot (300') radius. If the view of the Billboard would be blocked by buildings, or if the view of buildings would be blocked by the Billboard, the Billboard height does not exceed the building height by more than twelve feet (12') and, in any case, does not exceed forty-eight feet (48'). If there are no buildings within three hundred feet (300'), the Billboard does not exceed twenty-four feet (24').”*
- Additionally, site restrictions limited possible locations, in addition to OSHA requirements.

12

## ESRI Images Showing Expected Line Of Sight Based On Scaled Building Height And Proposed Billboard

(Note: the model doesn't include all existing building heights or vegetation)



13

## Line of Sight – views of the billboard from east of the property along 2<sup>nd</sup> Street



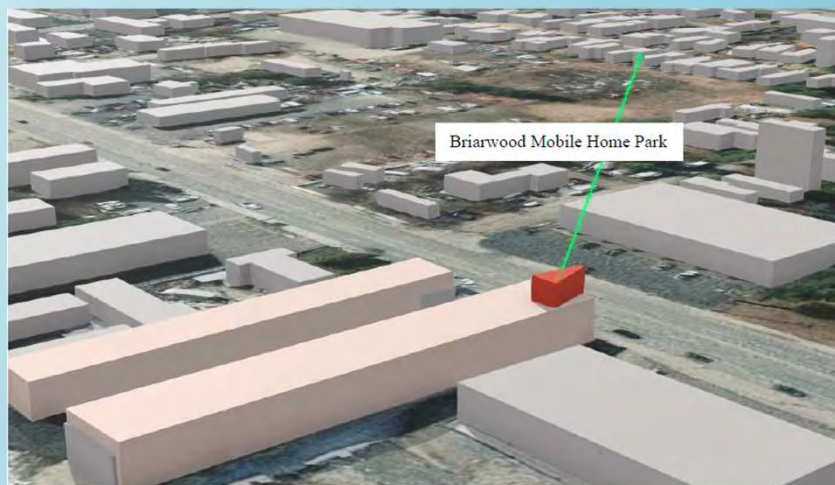
14

## Line of Sight – views of the billboard from north and northeast of Neider Way



15

## Line of Sight – views of the billboard from west of Government Way



16

## Line of Sight – views of the billboard from west of and north along Govt Way



17

## Municipal Code §15.50.400(C)(3)(i)(6)

- The height requirement of Municipal Code § 15.50.400(C)(4)(e) is in addition to section (C)(3)(i)(vi), which becomes applicable if buildings are involved.



18



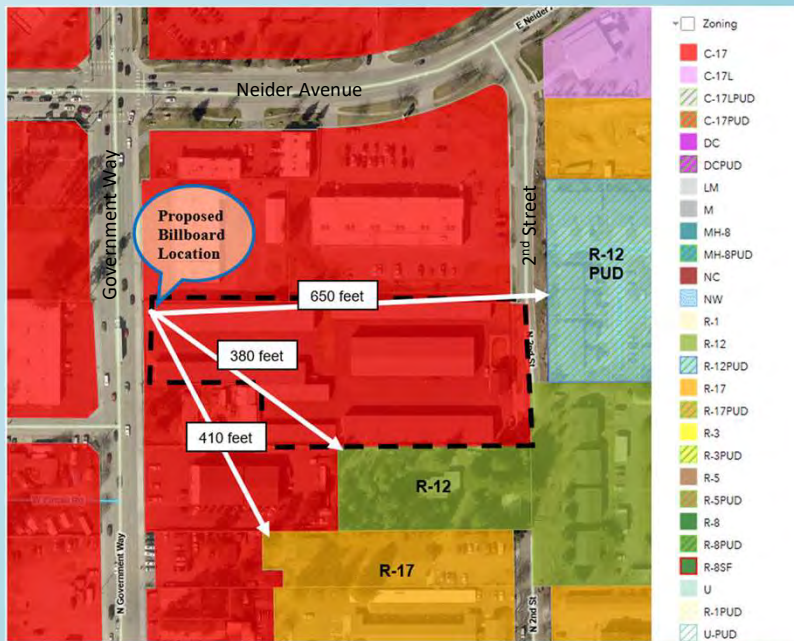
# Proximity to Residential Zones

- M.C. § 5.50.400(C)(4)(h) provides: “No Billboard may be located closer than five hundred feet (500') to a residential zoning district, designated historic district, park, school, church, or cemetery measured in any direction from said Billboard.”



19

## Distances to Residential Zoning Districts

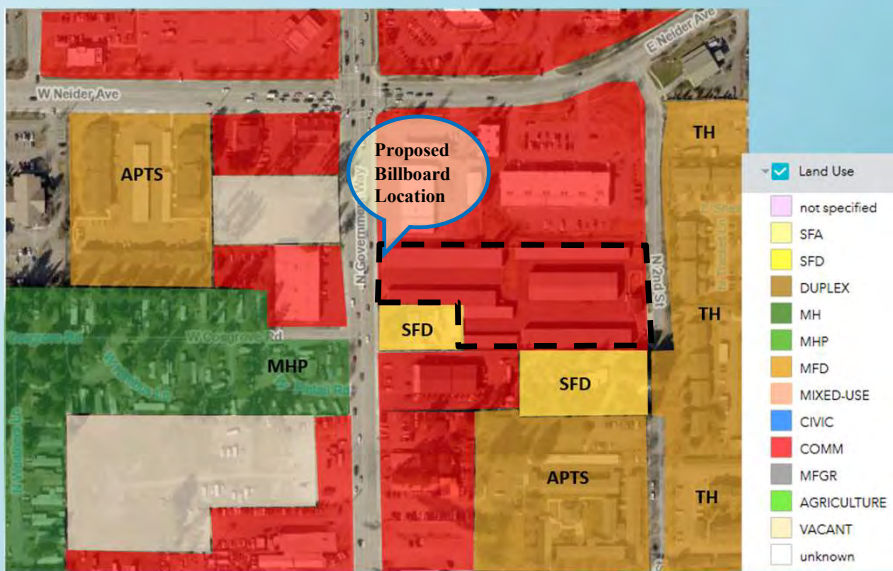


20



21

# Existing Land Uses



22

## Variance Request: Proximity

- Lamar proposes a V Style sign that turns the sign faces away from the residential area would mitigate the view to the residential zones.
- Lamar notes that the CDA Paving building is 30' in height and would block a portion of the view to the Residential zone that is 410' away, in addition to trees and bushes.



23

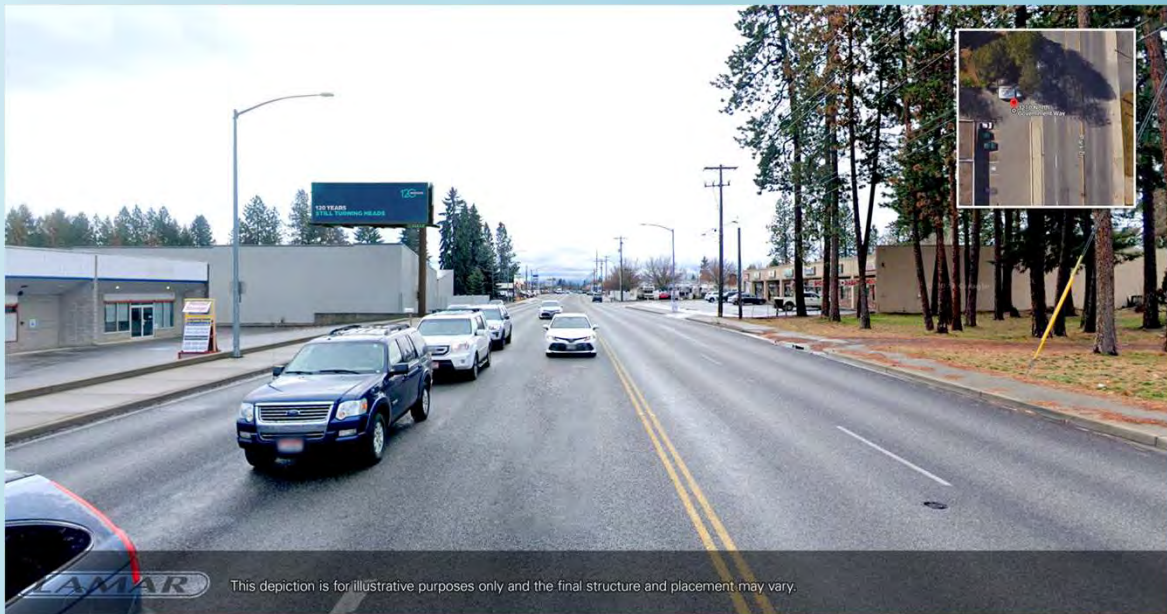
## Photo Simulations



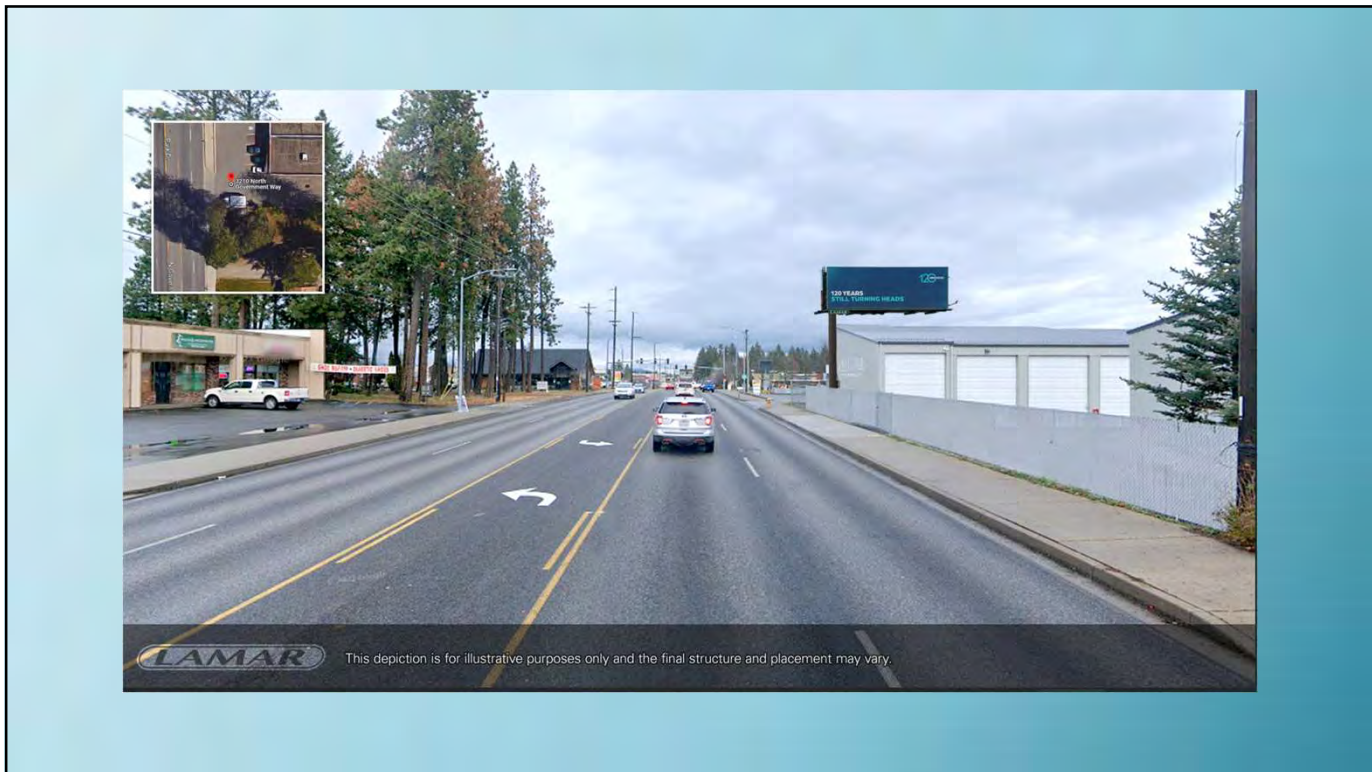
24



25



26



27

### Subject Property from 2<sup>nd</sup> Street



28

# Variance Findings

**Finding 1.** The applicant [has] [has not] demonstrated an undue hardship due to site characteristics regarding Municipal Code § 15.50.400(C)(4)(h), which requires relocated billboards to be at least 500 feet from a residential zoning district.

**Finding 2.** The applicant [has] [has not] demonstrated an undue hardship due to site characteristics regarding Municipal Code § 15.50.400(C)(4)(e), which requires that the height of a relocated billboard shall be no greater than the height of the billboard in its current location.

**Finding 3.** The City Council finds that the granting of a variance [would] [would not] be contrary to the public interest or the purposes of the Coeur d'Alene Sign Code.



29

## Billboard Relocation Request

Relocate a 2-sided billboard currently located at 1621 Northwest Boulevard and upgrade to a digital "V" shaped 2-sided billboard along Government Way frontage (addressed at 3119 N. 2<sup>nd</sup> Street)



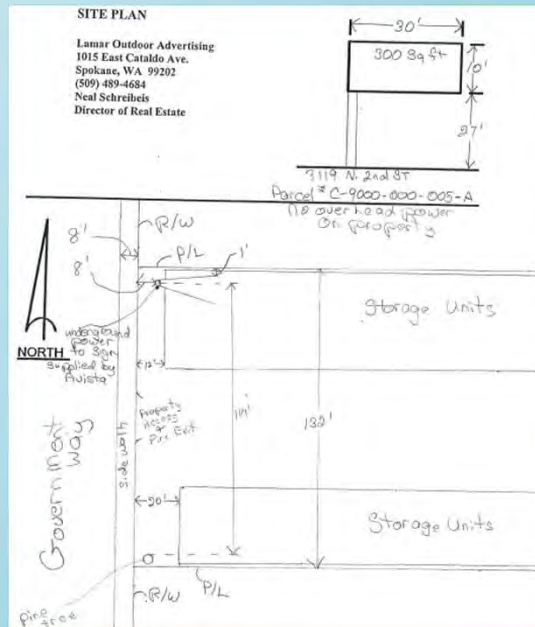
30

# Notification – 300' from the proposed sign location



31

# Lamar's Site Plan



32

# Photo Simulations



33

# Illumination and Electronic Messaging Displays

## Code Requirements will be met:

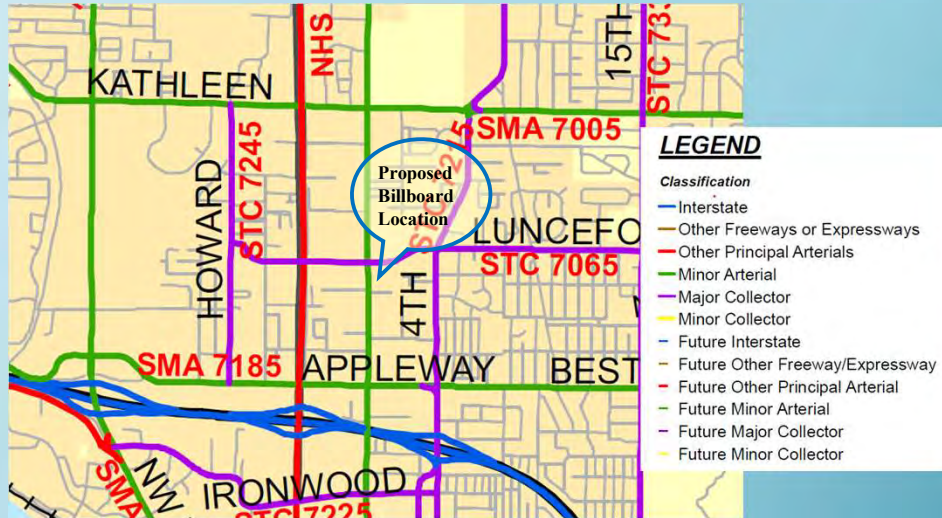
- Must not create an unsafe or hazardous distraction to motorists, pedestrians, or general public
- Technology is included that automatically dims the message according to ambient light conditions, with no more than .3 foot candles above ambient light
- Messages to be held a minimum of 8 seconds and one-half of one second transitions
- An Electronic message is subject to the freestanding sign and attached sign regulation and allowances, as applicable.



34



# Roadway Classification



35

# Relocation Findings

- **Finding 1:** Does the proposed billboard relocation further the purposes of the Sign Code, as set out in Coeur d'Alene Municipal Code § 15.50.110?
- **Finding 2:** Does the proposed Billboard meet the Standards contained in MC §15.50.210
- **Finding 3:** Will the Billboard result in a negative impact to the visual quality of general area as determined from the perspective of a reasonable person applying community standards?
- **Finding 4:** Is the Billboard designed to be as compatible in appearance and layout with adjacent uses as is practical as determined from the perspective of a reasonable person applying community standards?
- **Finding 5:** Would the proposed Billboard block the view from a public right-of-way of a structure of historical or architectural significance?

36

## Relocation Findings

- **Finding 6:** Is the proposed Billboard compatible with buildings within a three-hundred-foot (300') radius? If the view of the Billboard would be blocked by buildings, or if the view of buildings would be blocked by the Billboard, the Billboard height should not exceed the building height by more than twelve feet (12') and, in any case, should not exceed forty-eight feet (48'). If there are no buildings within three hundred feet (300'), the Billboard should not exceed twenty-four feet (24'). In measuring height, the base structure and display area shall be included.
- **Finding 7:** Would the proposed Billboard be unduly disruptive to traffic and residential uses?
- **Finding 8:** Does the proposed Billboard comply with City standards for Illumination and Electronic Message Displays in Coeur d'Alene Municipal Code § 15.50.400(D)?

37

## Finding 1

Per Municipal Code § 15.50.110 Would the proposed billboard relocation:

1. Protect the health, safety, property, and welfare of the public?
2. Improve the neat, clean, and orderly appearance of the City?
3. Provide for informational needs of the public?
4. Preserve and protect the scenic beauty of the City?
5. Promote traffic safety?
6. Promote a healthy business climate in the City?



38

# Finding 2

City Council will need to determine, based on the information before it, whether the requested billboard relocation would meet the standards contained in MC § 15.50.210. Specific ways in which the plan does or does not support this request should be stated in the Findings.

<b>BILLBOARD:</b>	<i>A Free Standing Sign which is leased or rented by its owner to a third party for the purpose of conveying a commercial or noncommercial message related to a business, service, goods, product, event, or facility which is not located or available on the property upon which the Billboard is located.</i>
<b>ELECTRONIC MESSAGE DISPLAY:</b>	<i>A sign or portion thereof capable of displaying words, symbols, figures, or images that are electronically or mechanically changed by remote or automatic means. An Electronic Message Display may be a Freestanding Sign or an Attached Sign.</i>
<b>OFF-PREMISES SIGN:</b>	<i>Any sign related to a business, a service, goods, product, event, or facility which is not available on the property upon which the sign is located.</i>
<b>SIGN:</b>	<i>Any object upon which words, symbols, or illustrations are affixed, painted, or represented directly or indirectly, and which directs attention to, or is designed or intended to direct attention to, an object, product, place, activity, event, person, institution, organization, or business, and which is visible outside the boundaries of the parcel on which it is located.</i>
<b>SIGN AREA:</b>	<i>The total area of a sign face, including all decorative or structural trim or other attention getting devices, exclusive of essential structural supports. Where a sign is of a three-dimensional, spherical, cubic, or irregular solid shape, the largest cross section shall be used in a flat projection for the purpose of determining sign area. Whenever a sign is made of letters or numbers located individually upon a single surface wall, the area of the sign shall be determined by the size of the rectangle the copy occupies.</i>
<b>SIGN STRUCTURE:</b>	<i>The supports, uprights, braces, and framework of a sign.</i>

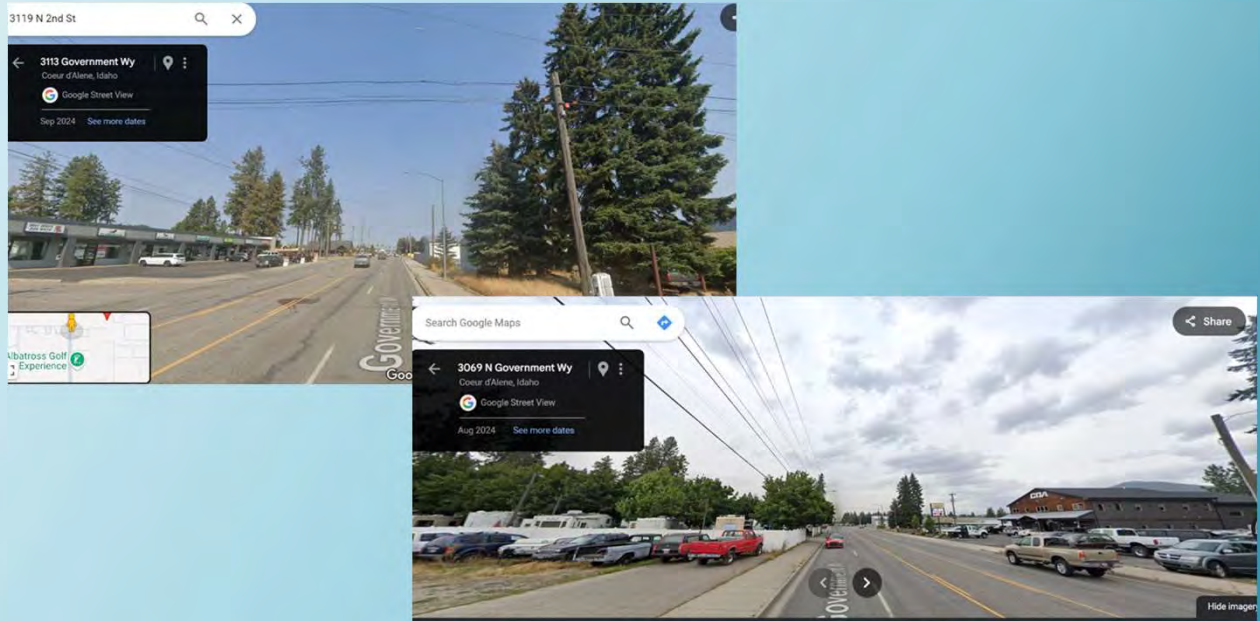


# Finding 3

City Council will need to determine, based on the information before it, whether the proposed billboard relocation would result in a negative impact to the visual quality of general area as determined from the perspective of a reasonable person applying community standards specific ways in which the plan does or does not support this request should be stated in the Findings.

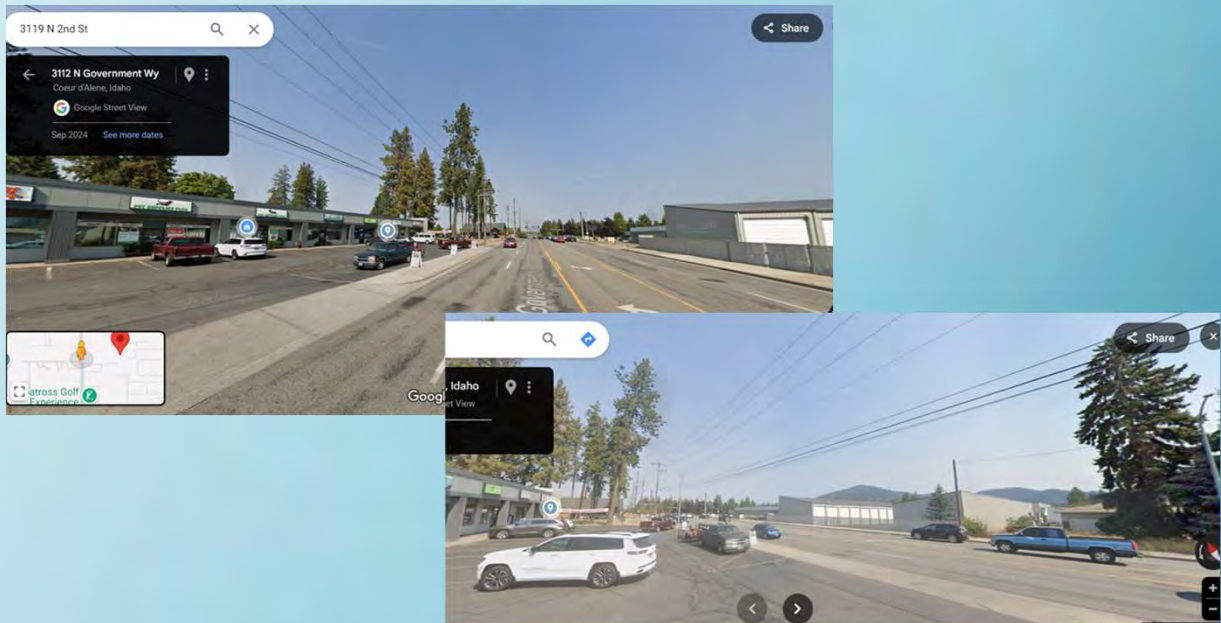


# Subject Property from Northbound Government Way



41

# Subject Property from Northbound Government Way



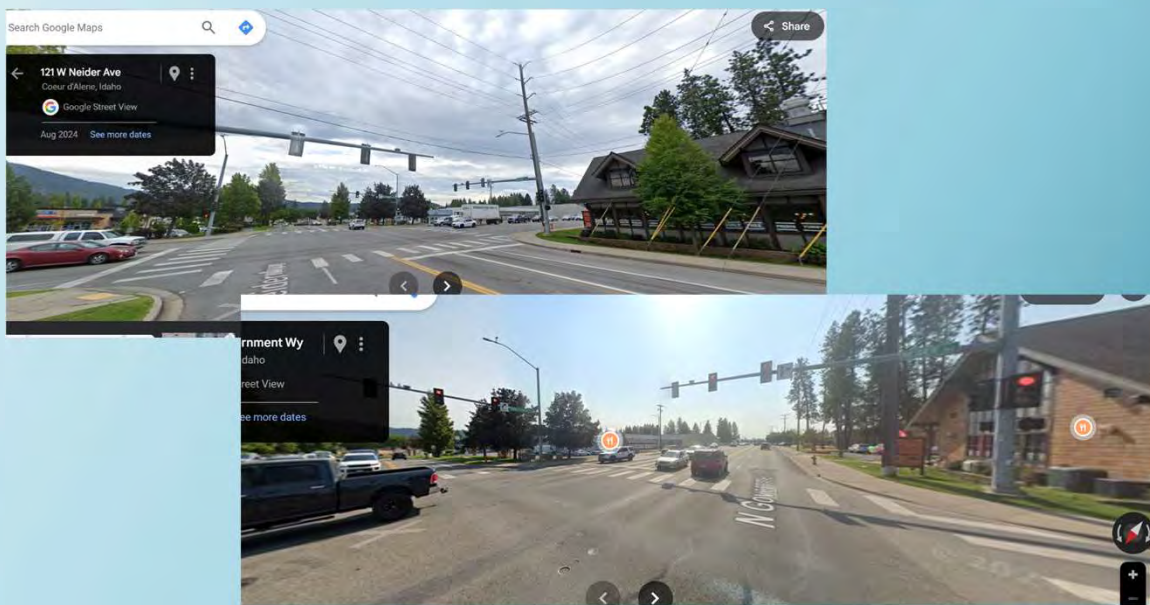
42

## Subject Property from southbound Government Way



43

## East and West Along Neider & Neider/Gov't Way



44

## Subject Property from 2<sup>nd</sup> Street



45

## Subject Property from 2<sup>nd</sup> Street



46

## Residential Uses off of 2<sup>nd</sup> Street



47

## Subject Property from Landmark Apartments west of Government Way



48

## Subject Property from Mobile Home Park west of Government Way



49

## View looking north along Government Way (showing peak-a-boo views of Canfield Mountain)



50



# Finding 4

City Council will need to determine, based on the information before it, if the billboard has been designed to be as compatible in appearance and layout with adjacent uses as is practical as determined from a reasonable person apply community standards. Specific ways in which the plan does or does not support this request should be stated in the Findings.



51

# Finding 5

City Council will need to determine, based on the information before it, whether the proposed billboard relocation would block the view from a public right-of-way of a structure of historical or architectural significance. Specific ways in which the plan does or does not support this request should be stated in the Findings.



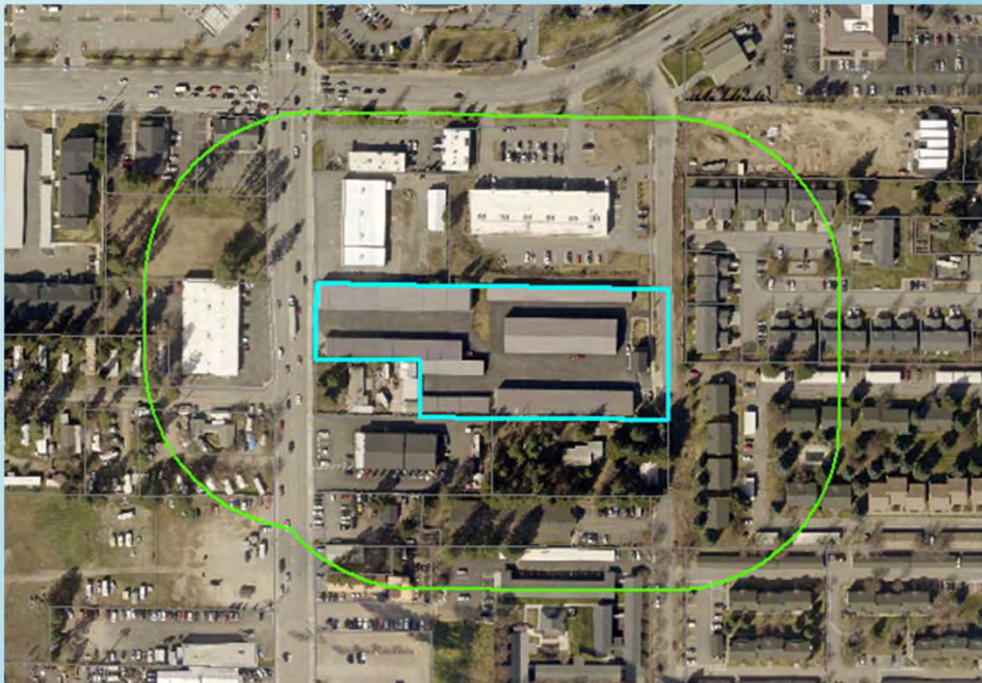
52

## Finding 6

City Council will need to determine, based on the information before it, whether the proposed billboard relocation would be compatible with buildings within a 300-foot radius, if the view of the billboard would be blocked by buildings, or if the view of buildings would be blocked by the billboard, the billboard height does not exceed the building height by more than 12 feet, and not exceed forty-eight feet, and not exceed twenty-four feet if there are no buildings within three hundred feet, including the base structure and display area in the calculation to measure height. Specific ways in which the plan does or does not support this request should be stated in the Findings.



53



54



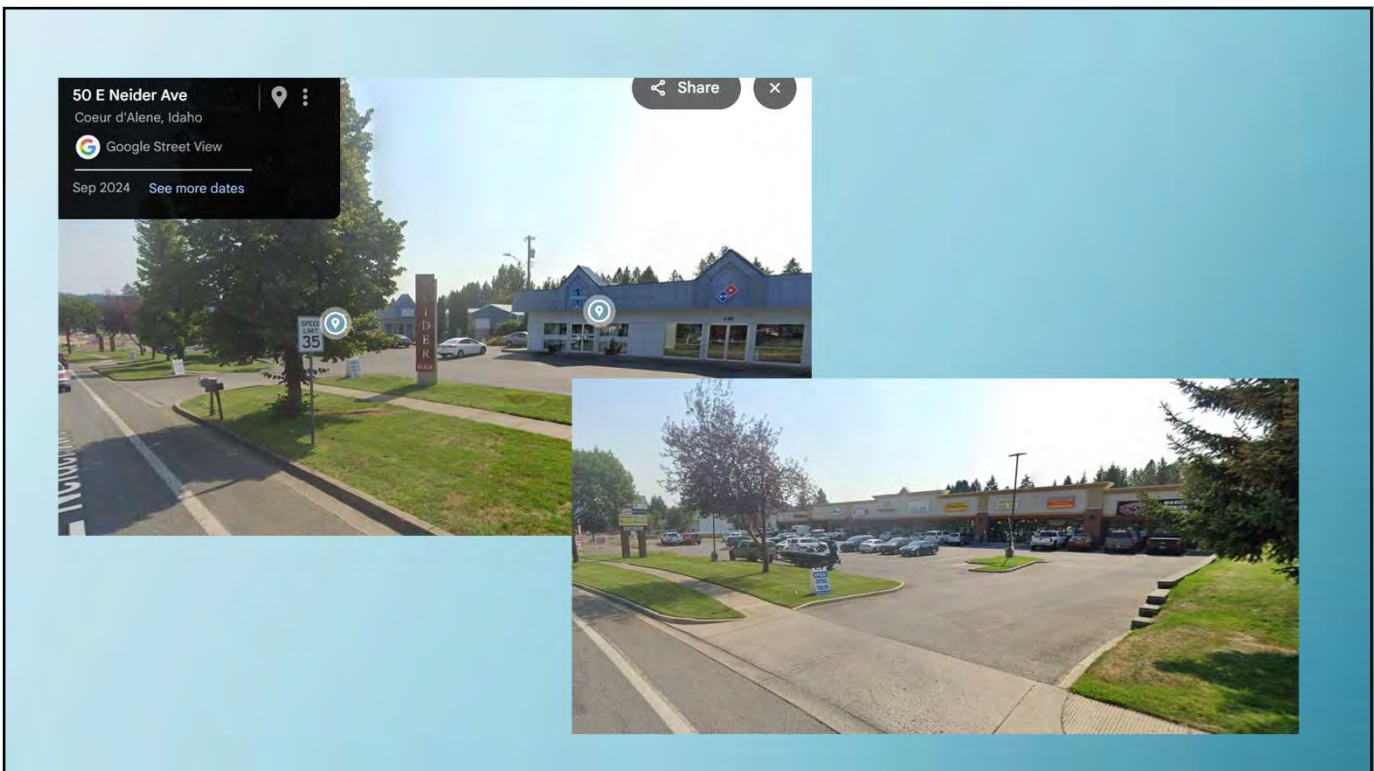
55



56



57



58



59



60

## Finding 7

City Council will need to determine, based on the information before it, whether the proposed billboard relocation would be unduly disruptive to traffic and residential uses. Specific ways in which the plan does or does not support this request should be stated in the Findings.



61

## Finding 8

City Council will need to determine, based on the information before it, whether the proposed billboard relocation would comply with City standards for illumination and electronic message displays in Coeur d'Alene Municipal Code § 15.50.400(D). Specific ways in which the plan does or does not support this request should be stated in the Findings.



62

## Action Requested

To approve or deny the request to move a billboard currently located at 1621 Northwest Boulevard to the new location at 3119 N. 2nd Street and make appropriate findings as required by the Municipal Code.



63

## Questions?

- Applicant's Presentation
- Public Comments
- Rebuttal
- Motion/Findings



64

**CITY COUNCIL  
FINDINGS AND ORDER RE:  
REQUEST FOR VARIANCE**

This matter came before the City Council of the City of Coeur d’Alene, Idaho, on Tuesday, the 4<sup>th</sup> day of February, 2025, on a request for a variance from restrictions and standards in Municipal Code § 15.50.400(C) related to the relocation of a billboard.

Location: 3119 N. 2<sup>nd</sup> Street, Coeur d’Alene, Idaho  
Owner: Miller Property Holdings, LLC  
Applicant: Lamar Advertising

The City Council finds the following on a more probable than not basis, based on the record before it and the testimony presented to it on the 4<sup>th</sup> day of February, 2025.

Finding 1. The applicant [has] [has not] demonstrated an undue hardship due to site characteristics regarding Municipal Code § 15.50.400(C)(4)(h), which requires relocated billboards to be at least 500 feet from a residential zoning district.

Specifically, Council finds the undue hardship to consist of: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Finding 2. The applicant [has] [has not] demonstrated an undue hardship due to site characteristics regarding Municipal Code § 15.50.400(C)(4)(e), which requires that the height of a relocated billboard shall be no greater than the height of the billboard in its current location.

Specifically, Council finds the undue hardship to consist of: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Finding 3. The City Council finds that the granting of a variance [would] [would not] be contrary to the public interest or the purposes of the Coeur d’Alene Sign Code.

Specifically, Council finds: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



The City Council, pursuant to the foregoing Findings, has determined that the application for a variance [should] [should not] be granted, and the relocated Billboard may be thirty-seven feet (37') in height and placed where located in the plans submitted by the Applicant.

MOTION: Motion by \_\_\_\_\_, seconded by \_\_\_\_\_ to [approve] [deny] the application for variance.

ROLL CALL: Miller \_\_\_; Gabriel \_\_\_; Gookin \_\_\_; English \_\_\_; Wood \_\_\_; Evans \_\_\_.

Motion carried/failed

**CITY COUNCIL  
FINDINGS AND ORDER  
RE: REQUEST FOR BILLBOARD RELOCATION**

This matter came before the City Council of the City of Coeur d’Alene, Idaho, on Tuesday, the 4<sup>th</sup> day of February, 2025, on a request to relocate an existing Billboard as provided for in Municipal Code § 15.50.400(C).

Current Billboard Location: 1621 Northwest Boulevard, Coeur d’Alene, Idaho

Proposed Billboard Location: 3119 N. 2<sup>nd</sup> Street, Coeur d’Alene, Idaho

Applicant: Lamar Advertising

The City Council finds the following on a more probable than not basis, based on the record before it and the testimony presented to it on the 4<sup>th</sup> day of February, 2025.

Finding 1. The proposed billboard relocation [does] or [does not] further the purposes of the Sign Code, as set out in Coeur d’Alene Municipal Code § 15.50.110.

Specifically, Council finds that proposed Billboard relocation would: protect the health, safety, property, and welfare of the public; improve the neat, clean, and orderly appearance of the City; Provide for informational needs of the public; preserve and protect the scenic beauty of the City; promote traffic safety; promote a healthy business climate in the City.

---

---

---

Finding 2. The proposed Billboard [does] or [does not] meet the Standards contained in Municipal Code § 15.50.400(C) as follows:

---

---

---

Finding 3. The Billboard [will] or [will not] result in a negative impact to the visual quality of general area as determined from the perspective of a reasonable person applying community standards based on the following:

---

---

---

Finding 4: The Billboard [is] or [is not] designed to be as compatible in appearance and layout with adjacent uses as is practical as determined from the perspective of a reasonable person applying community standards based on the following:

---

---

Finding 5: The proposed Billboard [would] or [would not] block the view from a public right-of-way of a structure of historical or architectural significance.

Finding 6: The proposed Billboard [is] or [is not] compatible with buildings within a three-hundred-foot (300') radius.

Finding 7: The proposed Billboard [would] or [would not] be unduly disruptive to traffic and residential uses based on the following:

---

---

Finding 8: The proposed Billboard [does] or [does not] comply with City standards for Illumination and Electronic Message Displays in Coeur d'Alene Municipal Code § 15.50.400(D)?

The City Council, pursuant to the foregoing Findings, has determined that the application for a Billboard Relocation [should] or [should not] be granted.

MOTION: Motion by \_\_\_\_\_, seconded by \_\_\_\_\_ to [approve] or [deny] the relocation of the subject billboard as proposed by the applicant.

ROLL CALL: Gabriel \_\_\_; Gookin \_\_\_; English \_\_\_; Wood \_\_\_; Evans \_\_\_; Miller \_\_\_.

Motion carried/failed