

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

**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 E - Public Comments** is identified by the Mayor. The Mayor and Council will not normally allow audience participation at any other time.

**6:00 P.M.**

**December 4, 2018**

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

**B. INVOCATION:** Pastor Kevin Schultz with the Vine Church

**C. PLEDGE OF ALLEGIANCE**

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

**E. 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.)

**F. PRESENTATION:**

1. Kootenai Metropolitan Planning Organization (KMPO) Long-range Transportation and Traffic Planning

**Presented by:** Glenn Miles, Executive Director of KMPO

2. City of Coeur d'Alene Self -funded Insurance Option

**Presented by:** Greg Helbling, Sr. Benefits Consultant, The Murray Group

## **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 November 20, 2018 Council Meeting.
2. Approval of Minutes for the November 26, 2018 General Services Committee Meeting
3. Approval of Bills as Submitted.
4. Setting of General Services and Public Works Committees meetings for Tuesday, December 10, 2018 at 12:00 noon and 4:00 p.m. respectively.
5. **Resolution No. 18-061-**
  - a. Approval of an Agreement with American Legion Baseball for Use of Thorco Field at Ramsey Park.
  - b. Approval of a 3-Year Agreement with ROW Adventures for access to Independence Point Beach for Kayak Guided Tours.
  - c. Approval of Amendment No. 1 to the Agreement for Professional Services with J-U-B Engineers for Design of Compost Facility Improvements.

**As Recommend by the General Services Committee**

## **I. OTHER BUSINESS:**

1. **Resolution No. 18-062** – Approving the parking Garage Transfer Agreement and Quit Claim Deed for the Coeur d’Alene Avenue Parking Garage from ignite cda.

**Presented by: Randy Adams, Chief Civil Deputy City Attorney**

2. A-3-18: Annexation of 7.18 acres from County Agricultural to City R-8, located at: 2008, 1950 & 1914 Prairie Avenue Applicant: Coeur d’Alene School District 271

**Pursuant to Council Action November 6, 2018**

- a. **Resolution No. 18-063** – Annexation Agreement with School District 271 for the Annexation of 7.18 acres from County Agricultural to City R-8, located at: 2008, 1950 & 1914 Prairie Avenue
- b. **Council Bill No. 18-1030** - Ordinance Approving the Annexation of 7.18 acres from County Agricultural to City R-8, located at: 2008, 1950 & 1914 Prairie Avenue

3. Consider the second amendment to the River District redevelopment plan of the Coeur d’Alene urban renewal agency, doing business as ignite cda; Consider the second

amendment to and restated Midtown-Northwest Boulevard downtown urban renewal plan now referred to as the Lake District urban renewal project plan Coeur d'Alene urban renewal agency, doing business as ignite cda; and Consider the urban renewal plan for the Atlas District urban renewal project of the Coeur d'Alene urban renewal agency, doing business as ignite cda

**Pursuant to Council Action December 4, 2018**

- a. **Council Bill No. 18-1027** – An Ordinance approving the second amendment to the River District redevelopment plan of the Coeur d'Alene urban renewal agency, doing business as ignite cda
- b. **Council Bill No. 18-1028** – An Ordinance approving the second amendment to and restated Midtown-Northwest Boulevard downtown urban renewal plan now referred to as the Lake District urban renewal project plan Coeur d'Alene urban renewal agency, doing business as ignite cda
- c. **Council Bill No. 18-1029** – An Ordinance approving the urban renewal plan for the Atlas District urban renewal project of the Coeur d'Alene urban renewal agency, doing business as ignite cda

**J. ADJOURNMENT**

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

# Coeur d'Alene

## CITY COUNCIL MEETING

*December 4, 2018*

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**MEMBERS OF THE CITY COUNCIL:**

**Steve Widmyer, Mayor**

**Council Members Edinger, English, Evans, Gookin, McEvers, Miller**



# PRESENTATIONS

# KMPO Basics

FACTS ABOUT KOOTENAI METROPOLITAN PLANNING ORGANIZATION.  
IT'S ROLES AND RESPONSIBILITIES

## KMPO Basics

**49 U.S. Code § 5303 - Metropolitan transportation planning**

**23 U.S. Code § 134 – Metropolitan transportation planning**

**Policy.**—It is in the national interest—

**(1)** to encourage and promote the safe and efficient management, operation, and development of surface transportation systems that will serve the mobility needs of people and freight and foster economic growth and development within and between States and urbanized areas, while minimizing transportation-related fuel consumption and air pollution through metropolitan and statewide transportation planning processes identified in this chapter; and

**(2)** to encourage the continued improvement and evolution of the metropolitan and statewide transportation planning processes by metropolitan planning organizations, State departments of transportation, and public transit operators as guided by the planning factors identified in subsection (h) and section 5304(d).

Source: <https://www.law.cornell.edu/uscode/text/49/5303>

## KMPO Basics

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**Definitions.**—In this section and section 5304, the following definitions apply:

**Metropolitan planning area.—**

The term “metropolitan planning area” means the geographic area determined by agreement between the metropolitan planning organization for the area and the Governor under subsection (e). The KMPO Metropolitan Planning Area was determined by agreement between the KMPO Board and Governor that contains all of Kootenai County.

**Metropolitan planning organization.—**

The term “metropolitan planning organization” means the policy board of an organization established as a result of the designation process under subsection (d). Kootenai Metropolitan Planning Organization was created through a Joint Powers Agreement of local jurisdictions and designated by Governor Kempthorne as the MPO pursuant to subsection (d)

## KMPO Basics

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**(c) General Requirements.—**

**(1) Development of long-range plans and TIP's.—**

To accomplish the objectives in subsection (a), metropolitan planning organizations designated under subsection (d), in cooperation with the State and public transportation operators, shall develop long-range transportation plans and transportation improvement programs through a performance-driven, outcome-based approach to planning for metropolitan areas of the State. KMPO as the MPO shall develop long range transportation plans and transportation improvement programs for the Metropolitan Planning Area.

## KMPO Basics

### Process of development.—

The process for developing the plans and TIPs shall provide for consideration of all modes of transportation and shall be continuing, cooperative, and comprehensive to the degree appropriate, based on the complexity of the transportation problems to be addressed.

KMPO Board provides a process for developing the plans and TIP's considering all modes of transportation and shall be continuing, cooperative, and comprehensive to the degree appropriate, based on the complexity of the transportation problems being addressed.

## KMPO Basics -Planning Factors

(h) Scope of Planning Process.— (1)In general.—The metropolitan planning process for a metropolitan planning area under this section shall provide for consideration of projects and strategies that will—

- (A) support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency;
- (B) increase the safety of the transportation system for motorized and nonmotorized users;
- (C) increase the security of the transportation system for motorized and nonmotorized users;
- (D) increase the accessibility and mobility of people and for freight;
- (E) protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns;
- (F) enhance the integration and connectivity of the transportation system, across and between modes, for people and freight;
- (G) promote efficient system management and operation; and
- (H) emphasize the preservation of the existing transportation system.

## Summary

KMPO as the metropolitan planning organization (MPO) covers all of Kootenai County and is responsible for transportation planning in both urban and rural areas.

KMPO as the (MPO) is responsible for the development and approval of all Regional Transportation Plan(s) that are required in order to receive Federal Transportation \$

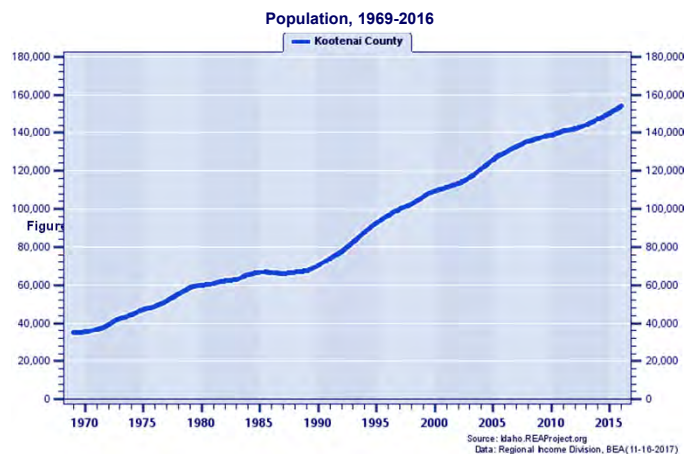
KMPO as the MPO, is responsible to ensure all projects and programs proposing to use Federal Transportation funds come from a Plan adopted by the MPO

KMPO must certify the planning and public involvement process used to develop proposed projects or programs are consistent with its Public Involvement Policy Plan.

KMPO must develop a prioritized and financially constrained Transportation Improvement Program (TIP)

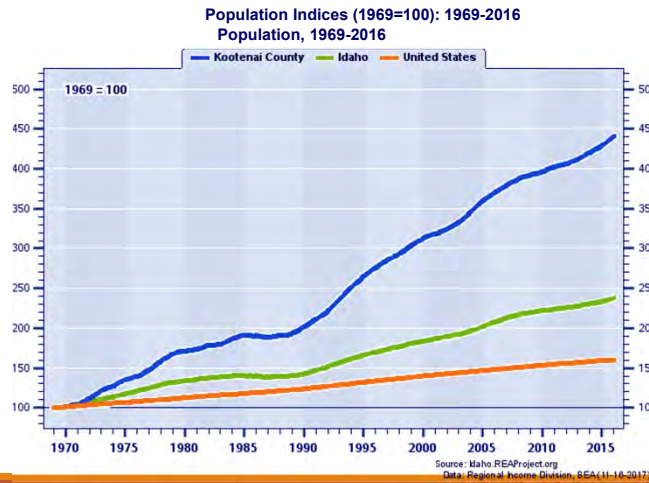
KMPO must approve all projects proposed for inclusion in a TIP

## History and Today



During this 48-year period, Kootenai County's population rose from 35,005 in 1969 to 154,311 in 2016, for a net gain of 119,306, or 340.8%.

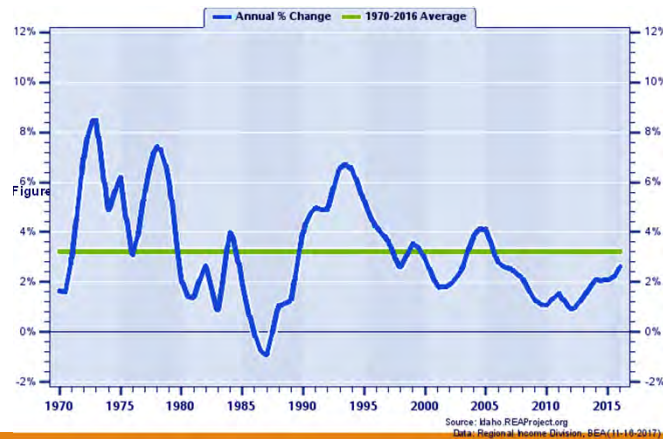
## History and Today



Kootenai County's overall population growth was 340.8% over 1969-2016 outpaced Idaho's increase of 138.1%, and topped the United States' increase of 60.5%.

## History and Today

**Kootenai County Population:**  
Annual Percent Change, 1970-2016



On average, Kootenai County's population grew at an annual rate of 3.23% over 1970-2016. The county recorded its highest growth in 1973 (8.48%) and posted its lowest growth in 1987 (-0.90%). In 2016, Kootenai County's population grew by 2.62%.

## So Why Look at the Past?

### Money and Inflation 1970's to today

In 1970 a new house cost \$23,400.00 and by 2017 was \$371,200

In 1970 the average income per year was \$9,350.00 and by 2017 \$44,564.00

In 1970 a gallon of gas was \$.36 and by 2018 is \$2.93

In 1970 the average cost of new car was \$3,900.00 and by 2018 was \$35,285.00

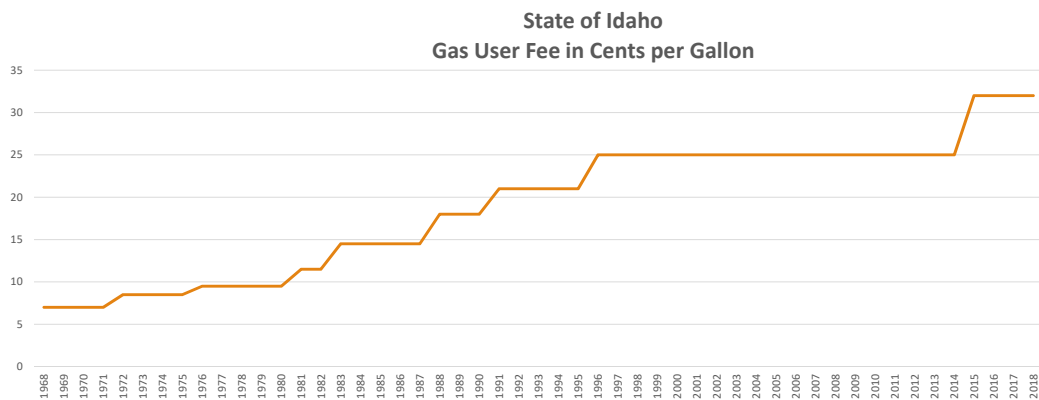
1975 – Bill Gates and Paul Allen created Microsoft.

Interstate 90 was constructed through the Cities of Post Falls and Coeur d' Alene to replace

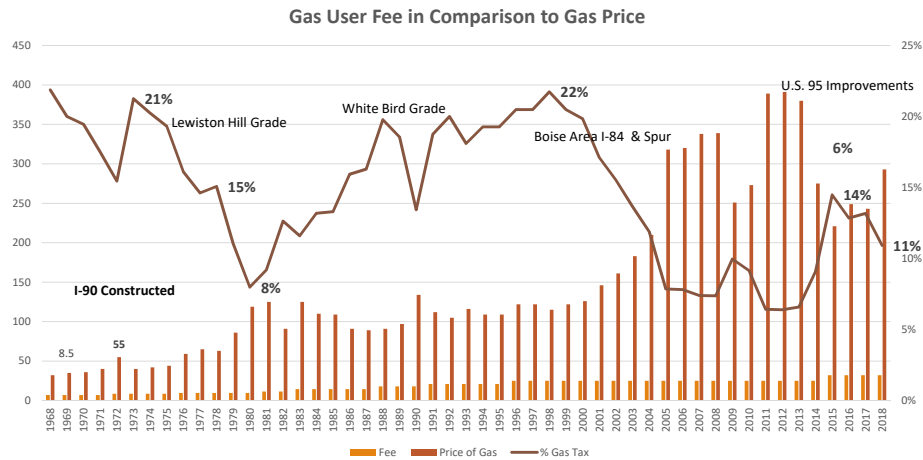
U.S. Route 10, Now known as Seltice Way.

The Population of Kootenai County was..... +/- 35,000 people

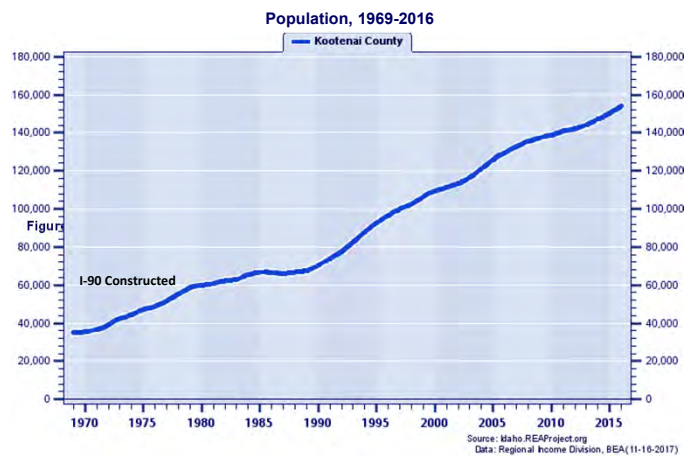
## So Why Look at the Past?



## So Why Look at the Past?



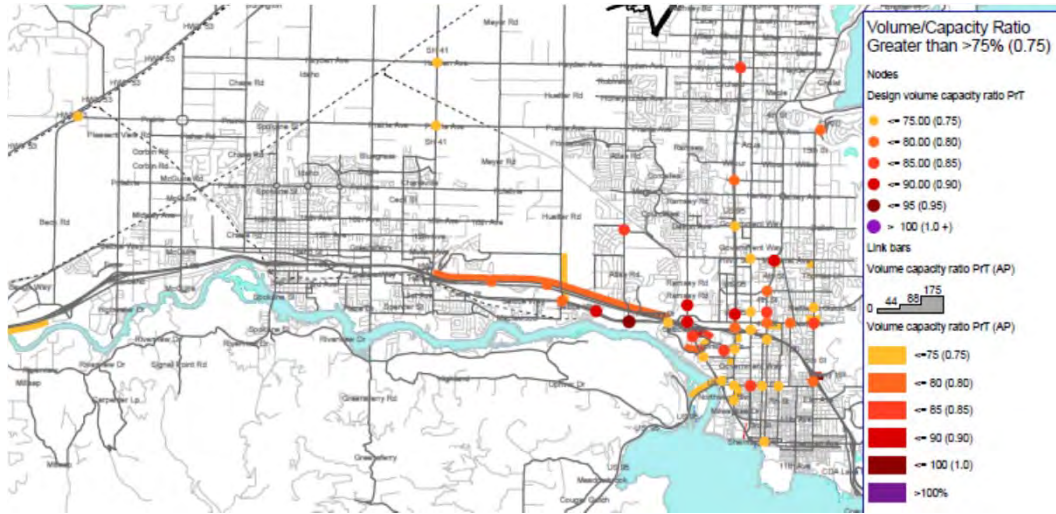
## History and Today



During this 48-year period, Kootenai County's population rose from 35,005 in 1969 to 154,311 in 2016, for a net gain of 119,306, or 340.8%.



## Today's Travel Demand



## Current Funding Program

Kootenai MPO

Approved 9-13-2018 FY 2019 - 2025 TW

**KMPO 2019-2025**

**Transportation Improvement Program**




Pleasant View Road @ SH-53

Huettner Port of Entry 1-90 East Bound

Kootenai Metropolitan Planning Organization  
250 Northwest Blvd, Suite 209  
Coeur d'Alene, ID 83814  
(208) 930-4164  
[www.kmpo.net](http://www.kmpo.net)  
Serving the Citizens of Kootenai County

APPROVED 9-13-2018

## Current Funding Program

Route Location		District	Scheduled Costs (Dollars in Thousands with Match)							Lifetime Direct Costs All Programs				Notes
Key No.	Mileposts	Work Detail	Year-Of Expenditure Dollars (Not Current Prices)							Total	Federal	State	Other	
Sponsor	Program	Fund	Phase	2019	2020	2021	2022	2023	24/25					
SH 53, FY25 PLEASANT VIEW IC, KOOTENAI CO	1	Construct							15,800	15,800	14,640	1,160		I
10005 MP 1 - 2.5	SAFTY/TRAFF OPER, Intersection Improvement		Develop	700						2,769	2,565	112	91	
POST FALLS HD	CPCTY	STP	Right Of Way			3,000				4,429	4,104	325		M
SH 53, FY25 PLEASANT VIEW IC, KOOTENAI CO	1	Construct												
MP 1 - 2.5	SAFTY/TRAFF OPER, Intersection Improvement		Develop											
POST FALLS HD	FREIGHT	FREIGHT PROGRAM	Right Of Way	1,429										
This project located at the intersection of SH-53 and Pleasant View approximately milepost 2.2 will construct two underpasses, one as an interchange for Pleasant View Road over SH-53 and the second over the railroad. interchange and structure to accommodate traffic flows and realignment of the ramps and intersecting roadways. The project will reduce serious and fatal type crashes as well as improve mobility by providing on and off-ramps for Pleasant View Road, structure over the rail road. This project will also close two other railroad crossings, and add illumination.														
SMA-7905, RAMSEY RD, WYOMING AVE TO LANCASTER RD	1	Construct						4,147		4,147	3,843	-	304	I
12310 MP 17 - 17.986	NEW RTE, Resurfacing		Develop							951	881	-	70	
CITY OF HAYDEN	STP-URBAN (L) STP-U		Right Of Way		775					775	718	-	57	
This project will provide a new connection to Ramsey Road from Wyoming Ave to Lancaster Road in Coeur d'Alene.														
I-90, WA ST LN TO BIKE/PED BR, POST FALLS	1	Construct		6,657						14,815	7,163	7,652		I
13411 MP 0 - 10.953	RESRF/RESTO&REHAB, Resurfacing		Develop							292	269	23		P
STATE OF IDAHO (ITD)	RESTORE	IM	Right Of Way											M W
I-90, WA ST LN TO BIKE/PED BR, POST FALLS	1	Construct		1,106										
MP 0 - 10.953	RESRF/RESTO&REHAB, Resurfacing		Develop											
STATE OF IDAHO (ITD)	RDSIDE	IM	Right Of Way											
This project will preserve the existing pavement on I-90 from the Washington State line to the Bike/Pedestrian Bridge (milepost 10.9) in Coeur d'Alene. This project will mill the surface 2 inches, match surface grades with inlay pavement, and address the high crash location from (milepost 7.6-10.9). The improvements will extend the service life of the pavement and will meet the mobility needs of the key east-west corridor.														

## Current Funding Program

US 95, N CORRIDOR ACCESS IMPROVEMENTS, CDA	1	Construct	4,625							6,915	5,934	981		I
19883 MP 430.318 - 439.945	SAFTY/TRAFF OPER, Intersection Improvement		Develop							1,330	1,108	222		
STATE OF IDAHO (ITD)	TCSP	FASTLANE	Right Of Way							1,500	1,339	161		M
US 95, N CORRIDOR ACCESS IMPROVEMENTS, CDA	1	Construct	425											
MP 430.318 - 439.945	SAFTY/TRAFF OPER, Intersection Improvement		Develop											
STATE OF IDAHO (ITD)	TRAFFIC	NH	Right Of Way											
US 95, N CORRIDOR ACCESS IMPROVEMENTS, CDA	1	Construct	1,835											
MP 430.318 - 439.945	SAFTY/TRAFF OPER, Intersection Improvement		Develop											
STATE OF IDAHO (ITD)	FREIGHT	FREIGHT PROGRAM	Right Of Way											
This project will provide improved safety, efficiency, and reliability of the movement of freight and people along Hwy-95 from Ironwood Ave (milepost 430.318) to Garwood Rd (milepost 439.945). This project will improve the service levels and safety by improving adaptive signal timing, close vehicle median crossing at non signalized locations and reduce the 162 crossing conflict points, and provide better connectivity to adjacent local roads and businesses in the corridor. Components of this project will remove 2 existing signals on ¼ mile spacing. Install 2 new traffic signals at Wilber Rd and Miles Ave. Construct new cross street Wilber Rd from US-95 to Government Way, close 8 through crossings at non signalized intersections. Improve turning movements on side streets. Project will also implement adaptive signal timing, and resurface the shared use path, and upgrade ADA facilities.														

## Current Funding Program

SH 41, E PRAIRIE AVE TO LANCASTER RD, KOOTENAI CO	1	Construct	300	7,400	6,800	-	-	21,500	19,922	1,578	-	L
20098 MP 2.45 - 5.46 RECONST/REALIGN, Plant Mix Pavement		Develop	100	-	-	-	-	1,618	1,499	119	-	P
STATE OF IDAHO (ITD) CPTY STP		Right Of Way	1,150	-	-	-	-	1,150	1,066	84	-	M
SH 41, E PRAIRIE AVE TO LANCASTER RD, KOOTENAI CO	1	Construct	-	7,000	-	-	-	-	-	-	-	L
MP 2.45 - 5.46 RECONST/REALIGN, Plant Mix Pavement		Develop	-	-	-	-	-	-	-	-	-	P
STATE OF IDAHO (ITD) FREIGHT NH		Right Of Way	-	-	-	-	-	-	-	-	-	M
This project will reconstruct SH-41 from MP 2.500 to MP 5.400. Improvements include a 4-lane divided roadway, upgrading the signal at Hayden Ave, installing a new signal at Wyoming Ave, upgrading a RR crossing signal, intersection turn bays and illumination, and adding a shared-use path on one side of the highway.												
SH 41, LANCASTER RD TO BOEKEL RD, RATHORUM	1	Construct	300	4,110	2,750	-	-	7,160	6,634	526	-	L
20120 MP 5.46 - 6.46 RECONST/REALIGN, Plant Mix Pavement		Develop	150	-	-	-	-	950	880	70	-	P
STATE OF IDAHO (ITD) SAFETY HSIP		Right Of Way	1,975	-	-	-	-	1,975	1,830	145	-	M
This project will reconstruct SH-41 from MP 5.500 to MP 6.500. Improvements include a 4-lane divided roadway, upgrading the signal at Boekel Ave, installing a new signal at Nagel Ave, intersection turn bays and illumination, and adding a shared-use path on one side of the highway.												
			Construct	50,060	77,647	25,732	25,700	16,104	49,129			
			Develop	10,157	401	580	245	235				
			Right Of Way	20,524	1,051	3,659	693	325				
			Total	80,741	79,099	29,971	26,638	16,664	49,129			

## Current Funding Program GARVEE Program

Route, Location				Scheduled Costs (Dollars in Thousands with Match)							Lifetime Direct Costs All Programs				Notes
Key No.	Mileposts	Work, Detail	District	See AUP for dollar units							Total	Federal	State	Other	
Sponsor		Program	Fund	Phase	2019	2020	2021	2022	2023	24/25					
US 95, JCT SH 53 IC, GARWOOD RD, UPRR BR, & FRONTAGE	1	Construct			700	-	-	-	-	-	700	-	700	-	1
20352 MP 438.4 - 440.2 MAJRWIDN, Pavement Rehabilitation &		Develop			5,432	-	-	-	-	-	11,065	-	11,065	-	
STATE OF IDAHO (ITD) GARVEE-17 STR		Right Of Way			7,368	-	-	-	-	-	7,368	-	7,368	-	
Extend the previously completed, GARVEE funded, corridor approx. 1.5 mile north. The project is considered "high impact" due to the improvements to horizontal and vertical alignments of existing US 95. Project is funded with Grant Anticipation Revenue Vehicle bonds until repaid via debt service using federal funds.															
US 95, JCT SH 53 IC, UPRR BR, KOOTENAI CO	1	Construct			13,600	-	-	-	-	-	27,502	12,881	14,621	-	1
		Develop			-	-	-	-	-	-	-	-	-	-	
		Right Of Way			-	-	-	-	-	-	-	-	-	-	M
Remove the existing at grade intersection at SH-53/US-95 and replace with a new interchange, replace the old SH-53 structure over the UPRR, realignment of SH-53 and the connection of Government Way. Project will restrict current access to US-95 at the new interchange.															
US 95, GARWOOD RD GS & FRONTAGE RDS, KOOTENAI CO	1	Construct			13,900	-	-	-	-	-	13,900	-	13,900	-	1
20795 MP 439.4 - 440.2 RECONST/REALIGN, Pavement Rehabi		Develop			-	-	-	-	-	-	-	-	-	-	
STATE OF IDAHO (ITD) GARVEE-17 STR		Right Of Way			-	-	-	-	-	-	-	-	-	-	
Remove the existing at grade intersection at US-95 and Garwood Rd. Realign Garwood Road and construct a two new grade separation over US-95 and the UPRR. Construct new frontage roads to connect Garwood Rd to the SH-53 interchange in order to remove all access points to US-95. Project is funded with Grant Anticipation Revenue Vehicle bonds until repaid via debt service using federal funds.															
Notes:				Construct	14,600	13,600	-	-	-	-					
1: Project is also in Statewide Transportation Improvement Program				Develop	5,432	-	-	-	-	-					
2: Project is being advance constructed with non-federal funds				Right Of Way	7,368	-	-	-	-	-					
G: Project is grouped in STIP				Total	27,400	13,600	-	-	-	-					
M: Project included in multiple programs				Federal	-	-	-	-	-	-					
				State	27,400	13,600	-	-	-	-					
				Other	-	-	-	-	-	-					

# Today and Into the Future 2035

Approved in 2016

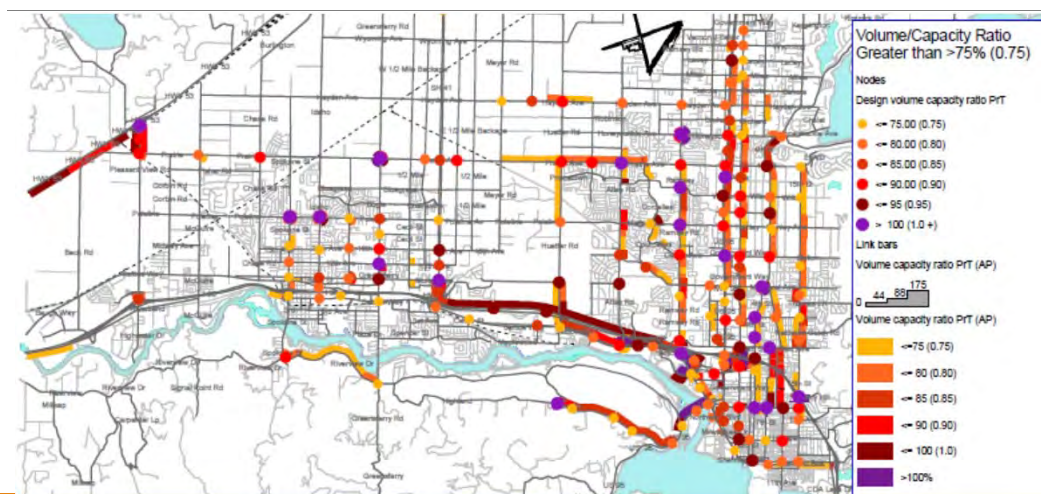
Jurisdiction	1990 Census Population	2000 Census Population	2010 Census Population	Average Annual Growth Rates Proposed for Model Projection	(4) Total POP	(5) Total Dwelling Units	POP % of County	No. of New Dwelling Units to Distribute (add to 2020 values)	Pop'n Increase	TOTAL NEW Dwelling Units	NEW Dwelling Units Total % of County Growth
<u>Cities (Incorporated areas Only in 2010 data - ACI's are included in 2035 projections)</u>											
Athol	346	676	692	0.234%	734	299	0.3%	10	42	17	0.0%
Coeur d'Alene	24,563	34,514	44,137	2.499%	81,808	34,095	29.9%	10,550	37,671	15,700	30.0%
Dalton Gardens	1,951	2,278	2,335	0.247%	2,484	939	0.9%	34	149	56	0.1%
Fernan (Included w/CDA)	170	186	169	0.000%	169	72	0.1%	0	0	0	0.0%
Harrison	226	267	203	0.000%	203	100	0.1%	0	0	0	0.0%
Hauser Lake	380	668	678	0.149%	704	313	0.3%	7	26	11	0.0%
Hayden	3,744	9,169	13,294	3.796%	33,742	13,229	12.3%	5,664	20,448	8,017	15.3%
Hayden Lake	338	494	574	1.512%	835	373	0.3%	75	261	117	0.2%
Huetter (Incid w/Post Falls)	82	96	100	0.409%	111	47	0.0%	3	11	5	0.0%
Post Falls	7,249	17,247	27,574	4.801%	89,050	33,144	32.6%	16,741	61,476	22,881	43.8%
Rathdrum	2,000	4,815	6,826	3.549%	16,324	5,804	6.0%	2,364	9,498	3,377	6.5%
Spirit Lake	790	1,376	1,945	3.521%	4,620	1,755	1.7%	711	2,675	1,016	19%
State Line (Included w/Post Falls)	26	28	38	3.101%	82	43	0.0%	16	44	30	0.1%
Worley	182	223	257	1.429%	366	148	0.1%	28	109	43	0.1%
Urban Totals	42,047	72,028	98,822	3.253%	231,230	90,361	84.6%	36,203	132,408	51,270	98%

2010 County Total 138,494    2035 County Total 273,000

## Travel Demand Into the Future

2040 No Build

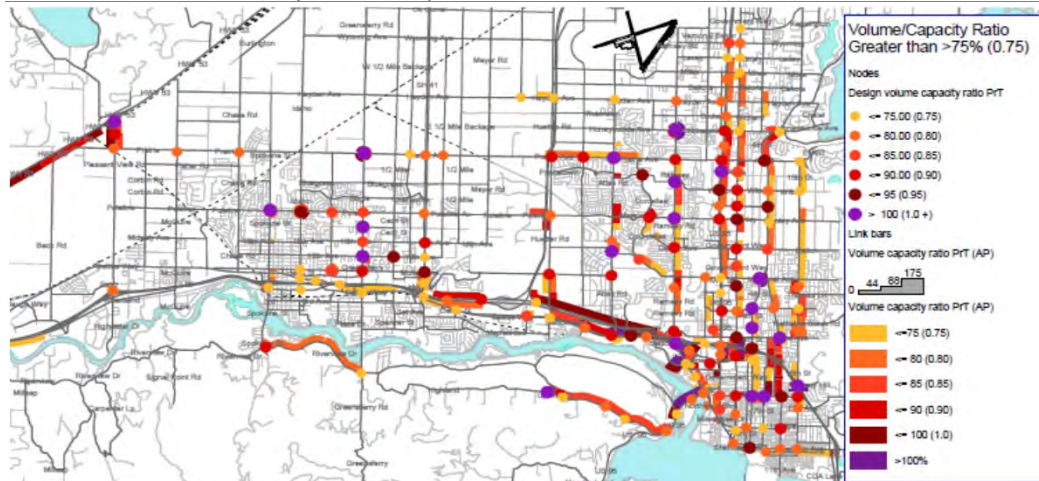
(Only currently funded projects)



# Travel Demand Into the Future

## 2040 Build

(Projects currently in the Plan but not all funded)



## What do we Know?

### Our Regional Transportation System Demands are Growing!

◦ Daily Vehicle Trips	2016 = 882,050	2035 = 1,337,700
◦ Daily Vehicle Miles of Travel	2016 = 4,648,000	2035 = 7,264,300
◦ PM Peak Vehicle Hours	2016 = 9,752	2035 = 19,688*
◦ Assume 6% is Commercial Trucks	2016=\$59,682	2035 = \$120,490
◦ Assume 35% is Business or Commuter	2016=\$78,503	2035 = \$158,500
◦ Assume 59% of Traffic is Personal Trips	2016= \$63,290	2035 = \$127,775

**Peak Hour Total Cost \$201,475      2035 = \$406,765**

2035 No Build Scenario Peak Hour **\$ 564,328**  
**Difference between the two \$ 157,564**

\* Assumes 2035 Full Build

# What needs to be done to Remain Economically Competitive?

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## Short Term 1-5 Years

- **Government Way – Hanley to Prairie 2018**
- **Seltice Way – Huetter to Northwest Blvd 2018**
- **Seltice Way Congestion Mitigation Project 2018**
- **U.S. 95 – Interstate 90 to SH-53 2019**
- **SH-41 - widening – Interstate 90 to Rathdrum 2018-2022**
- **Ramsey Road – Wyoming to Lancaster 2022**
- **Huetter Port of Entry – Relocated to East of Mc Guire Rd (Not Programmed) Application In**
- **Pleasant View /BNSF Grade Separation – Railroad Grade Separation (Not Programmed) Application In**
- **Huetter Corridor – I-90 to SH-53 Right of Way preservation ongoing and acquisition 2020 starts (limited funding available)**
- **Stable and reliable funding for Public Transportation services**

**Answer: Our Regional Transportation System Needs New Investment Soon!**

## Mid Term 6-15 years

- **Ramsey Road – Prairie to Wyoming Reconstruction and widen**
- **Huetter Corridor – I-90 to SH-53 Design, Right of Way acquisition and Construction**
- **I-90 Widening to 6 lanes with Interchange Reconfigurations starts**
- **U.S. 95 widening – Interstate 90 South to Cougar Gulch New Spokane River Bridge and Access Control**
- **I-90 Widening to 6 lanes with Interchange Reconfigurations completed**
- **Huetter Corridor Construction with Interchanges**





# Alternative Funding Arrangement

City of Coeur d'Alene

**Presented by Greg Helbling**  
Sr. Benefits Consultant, The Murray Group



Dedicated  
Team of  
Experts



## About The Murray Group...

- » Formerly Helbling Benefits
- » Owned by Chad Murray – President & CEO
- » Greg Helbling, Benefits Consultant for City of Coeur d'Alene since 1989.

- » Proposing an Alternative Funding Arrangement for the City's Medical Plan

## Purpose of the Change...

- ✓ Increase Cost Efficiencies of the City's Medical Plan
- ✓ Provide Flexibility to City's Plan: To Incorporate "Best in Class" Resources, (Pharmacy PBM, Stop-Loss, Disease Management, etc.)



3 / The Murray Group



## Current Funding Arrangement

### Prospectively Rated Fully-Insured Arrangement

- Insurance Carrier Predicts Future Cost
- City Pays Premiums
- Insurance Carrier Accepts Losses & Gains



4 / The Murray Group





## Proposed Funding Arrangement

### Self-Funded Arrangement

- City Purchases Protection for Catastrophic Claims as well as for when Total Claims are Higher than Expected
- City Pays Administrator for Claims Weekly
- City Accepts Losses & Gains



5 / The Murray Group



### Fully-Insured Plan

ACA Fees
State Taxes
Claims Fluctuation Reserve
Contingency & Reserve
Pooling Charge
Administration
Broker Consulting Fees
Claims

### Self-Funded Plan

Potential Savings (4-8%)
Actuarial Study
Stop-loss premium
Administration
Broker Consulting Fees
Claims

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## Similarity of Funding Options:

### Current Funding Arrangement

#### Regence BlueShield of Idaho

- Claims Administrator
- Enrollment & Billing
- Customer Service
- Pooling Protection
- Underwriting & Actuarial
- Fiduciary

### Self-Funding Arrangement

#### Regence BlueShield of Idaho

- Claims Administrator
- Enrollment & Billing
- Customer Service
- Stop-loss Protection

#### Milliman or Actuaries Northwest

- Underwriting & Actuary

#### City of Coeur d'Alene

- Fiduciary

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## Specific Stop Loss & Aggregate Stop Loss Protection

### Specific Stop Loss Insurance:

- Protects the City when eligible claims during the policy year, on any one individual, exceeds the specific liability limit.  
Example: \$125,000 - \$175,000

### Aggregate Stop Loss Insurance:

- Protects the City when eligible claims for the entire group exceed the annual aggregate liability.  
Example: 120% - 125% of expected claims

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## Actuarial Study

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The Idaho Department of Insurance under Chapter 40: Title 41, requires Self-Funding Public Entities to provide an **Annual Actuarial Study** that includes:

- Annual Claims Projections
- Funding Rates
- Annual Cash Flow Projection
- Monitoring of Proper Reserves

Milliman or Actuaries Northwest:

- Estimated Annual Cost: \$16,000 - \$20,000



## Public Entity Employer Requirements

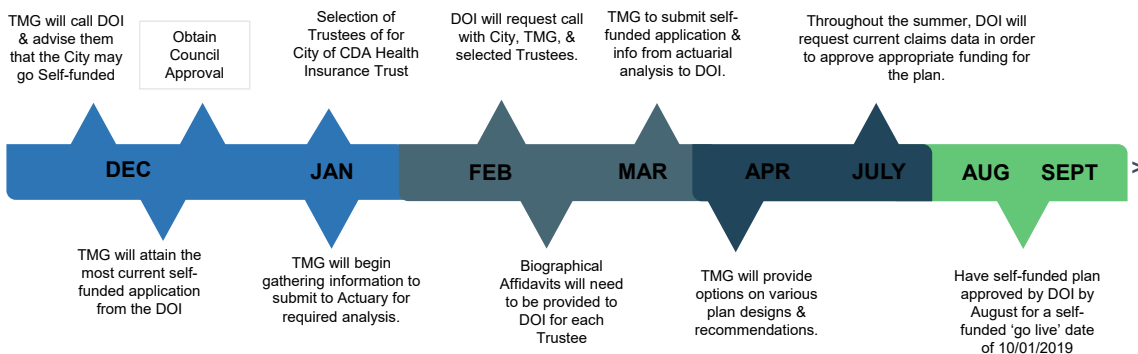
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Establishing a Self-Funded Plan for the City of Coeur d'Alene

- DOI Requirements include: contacting the Department of Insurance and informing them of the City's intention to go to a self-funded plan
- Phone Conference with the City, DOI, and TMG
- Completing DOI Application
- TMG will gather information to submit to actuary for the DOI required analysis
- Pre-funding and on-going reserve requirements
- State insurance requirements
- Establish an irrevocable Trust, appoint Trustees, etc.



## Proposed Timeline



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## Questions?

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## ANNOUNCEMENTS

## 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

NOVEMBER 20, 2018

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, November 20, 2018 at 6:00 p.m., there being present upon roll call the following members:

Steve Widmyer, Mayor

Woody McEvers	) Members of Council Present
Loren Ron Edinger	)
Amy Evans	)
Dan Gookin	)

Dan English	) Councilmembers Absent
Kiki Miller	)

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

**INVOCATION:** Pastor Sean McCartin with Life Center CDA provided the invocation.

**PLEDGE OF ALLEGIANCE:** Councilmember McEvers led the Pledge of Allegiance.

**KOOTENAI COUNTY TRANSPORTATION SYSTEM UPDATE:** Amber Conklin, who provides oversight of the paratransit and outreach for Kootenai County Grants Management/Public Transportation Department, noted that the transportation system is divided into 4 categories: fixed routes, paratransit, demand response (ring-a-ride), and maintenance. As they look toward the future, they are planning to create a phone application for the transit systems, keeping an eye on needs, and expanding opportunity for community and ride share programs. Chad Engle, who oversees fixed routes, noted that the routes serve as a method of mobility to users. He noted that the fixed route ridership for the year has been approximately 142,000 riders, with peak travel times from noon to 5:00 p.m. Additionally, the largest boarding for ridership is the Post Falls Library and within Coeur d'Alene, the popular boarding site is Lakeside Avenue and 8<sup>th</sup> Street. Mr. Engle noted surveys show that nationally 40% of people use public transit based on need, 71% are employed, and 31% have education through a bachelor's degree, and 49% use public transportation for work. They are utilizing an ETA software, which provides electronic intelligent transportation system tracking real time bus arrival information. Mr. Engle noted that they have an app called "SPOT," which provides real time information for each route and the stop times for the next three stops. Kootenai County Program Manager Kimberly Riley noted that she works on the financial planning for the program, which includes review of population growth, demand for service, and variable expenses such as fuel and driver costs. She noted that revenue includes local matches, property tax, in-kind matches, and that they are reviewing the option of a fare system. Jody Bieze,

Director of Kootenai County Grants Management/Public Transportation, noted that they would be doing on-board surveys to collect fixed route rider demographics. They will continue to focus on increasing access and reducing traffic congestions.

Mayor Widmyer asked when the transit center would be complete. Ms. Bieze noted that it would be the summer of 2019. Councilmember Gookin asked about stop A7, noting that the people next door are not happy with that stop and wondered if it will be moved when US 95 gets realigned. Ms. Bieze noted that they are doing some preliminary bus test runs for a new stop and will seek public comment. Councilmember McEvers asked where the rest of the revenue comes from. Ms. Bieze noted that additional funding comes from the Coeur d'Alene Tribe, Kootenai Health, Kootenai County, and in-kind matches.

**2018-2019 ANNUAL SNOW PLAN PRESENTATION:** Streets and Engineering Superintendent Tim Martin provided the highlights from this year's Leaf Fest. He noted that they are moving into day six and the tonnage is up a little from last year, potentially from leaves falling earlier this year. He explained that they are taking leaves to the Airport property after they run them through a shredder and it is making great soil. He noted that the city's website, <https://maps.cdaid.org/leaf/>, has an updated map demonstrating the areas that are completed and where they are working. He provided the highlights of the annual Snow Plan, noting that the plan is to start snow removal with snow events of 4-5 inches. The Street Department will continue to have voice-ready phone services from 7:00 a.m. to 3:30 p.m. Monday through Friday. Mr. Martin will continue to provide social media updates regularly through the City website, Facebook, CDATV Channel, local stores, and through a phone line noting routes. He encouraged citizens to watch out for the plow operations, as snow removal is considered an emergency service. The goal for completion of a citywide snow removal is 30 hours. He reminded citizens that alleyways are not plowed. Additionally, he reminded citizens to remove cars from the streets and to help neighbors in need. Mayor Widmyer noted that it is important for citizens to get cars off the street and after the first plow if they do not move cars the rest of the season it makes the job of snow removal more difficult. Mr. Martin noted that the ten year snow season average is 8 citywide plows, 65,000 driveway gate clean outs, 6,300 lane miles were plowed, with a 29.5 hour average of city wide plow time. The storm naming contest winner came from the Fernan Elementary fourth graders, with a winning theme of street names, so the first storm will be Appleway, then Best, etc. Councilmember Edinger asked if there were services for senior citizens. Mr. Martin will make sure there are contacts for assistance listed on the web and will be available when someone calls his office.

**CONSENT CALENDAR:** Motion by McEvers, seconded by Evans, to approve the Consent Calendar.

1. Approval of Council Minutes for the November 6, 2018 Council Meeting.
2. Approval of Bills as Submitted.
3. Approval of Financial Report.
4. Setting of General Services and Public Works Committees meetings for November 26, 2018 at 12:00 noon and 4:00 p.m. respectively.
5. Approval of Final Plat for SS-18-16, Atlas Waterfront



6. Setting of Public Hearing for December 18, 2018 for A-4-18: A proposed 4.992 acre annexation from County Suburban to City R-1, located at 7610 N. Ramsey Road  
Applicant: Lake City Baptist Church
7. **RESOLUTION NO. 18-060** - A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE BELOW MENTIONED AGREEMENTS AND OTHER ACTIONS OF THE CITY OF COEUR D'ALENE INCLUDING: RATIFICATION OF AN AGREEMENT FOR GIS MAINTENANCE SERVICES WITH J-U-B ENGINEERS, INC.; DECLARATION AS SURPLUS AND DISPOSITION OF TWO TRUCKS FROM THE STREETS AND ENGINEERING DEPARTMENT; DECLARATION AS SURPLUS AND DISPOSITION OF ONE TRUCK FROM THE FIRE DEPARTMENT; APPROVAL OF FINAL PLAT, SUBDIVISION IMPROVEMENT AGREEMENT, AND SECURITY FOR PATANO ESTATES (SS-18-10); AND APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH WELCH COMER & ASSOCIATES, INC., FOR KATHLEEN AVENUE STORMWATER DESIGN PHASE SERVICES.

**ROLL CALL:** Gookin Aye; Edinger Aye; Evans Aye; McEvers Aye. **Motion Carried.**

#### **AUTHORITY TO PURCHASE OF TWO FRONT-END LOADERS FOR THE COMPOST FACILITY.**

**STAFF REPORT:** Wastewater Utility Project Manager Mike Becker explained that the Wastewater Department had originally wanted to lease the front-end loaders for the Compost Facility; however, after looking at the costs over time it was determined it is less expensive to purchase the loaders outright. They currently have a lease that expires in 2019, so they budgeted for lease costs prior to looking at direct purchases. They estimate a cost saving of \$75,000 to \$100,000 over five years and had the goal of ending up with ownership of the loaders at the end of the lease term with a balloon payment.

**DISCUSSION:** Councilmember McEvers asked for clarification regarding the current loader lease and that the standard would normally be to purchase new ones every 12 years rather than five years. Mr. Becker explained that they were not sure what they needed when they entered into the lease and used the loaders specified for the Street Department. After reviewing the performance, it was determined that it would work better to have a smaller loader for indoor use and a larger one for outdoor use and he believes they will have a longer useful life with the correctly sized loaders. Mayor Widmyer noted that the smaller loader lease amount is \$22,000 and the larger is \$24,000 for 12 months, yet the staff report notes a need for \$125,000 for the lease of two loaders and asked if there were other equipment included. Mr. Becker explained that the original quotes were general, so they added additional amounts in the budget to cover the final costs in five years. Councilmember Gookin asked for clarity regarding the maintenance costs. Mr. Becker noted that if purchased the city would cover the maintenance costs through the Street Department staff. Deputy City Attorney Randy Adams noted that maintenance should be an annual expense not budgeted at this point for the full life of the loaders and clarified that the current request is to go out to bid for the price and warranty costs, not the maintenance. Councilmember McEvers asked the City Administrator to explain the savings of cash flow and why a lease is no longer the right option. Mr. Tymesen noted that this would be like leasing a

vehicle every five years, without having to front the large expense in the beginning to purchase. He noted that the General Fund would not be able to afford the purchase of two loaders and include maintenance. In this situation, the utility fund has the money to make the purchase and they are looking at being more efficient with different loader sizes. They assume there will be less wear and tear at the Compost Facility than for loaders used for snow removal.

Councilmember Edinger asked for confirmation that the Street Department would also be able to use the loaders. Mr. Becker confirmed that they are including the option for the loader modification to allow the plow attachment, but the main use of the loaders would be the Compost Facility. Councilmember Evans asked for Mr. Tymesen's recommendation. Mr. Tymesen stated that he believes the equipment being proposed has multi-use options for the Street Department, he does not see equipment needs changing, they have the cash, and he does not believe the maintenance cost would be very impacting. He noted that after much discussion with Wastewater, he would recommend the purchase of the loaders. Mayor Widmyer noted that the General Fund has a lot outstanding money from the Wastewater Department due to the purchase of the Mill site and railroad right-of-way.

**MOTION:** Motion by Gookin, seconded by McEvers, to deny the purchase of two front-end loaders for the Compost Facility and move forward with the lease option.

**ROLL CALL:** Gookin Aye; Edinger No; Evans No, McEvers Aye. **Motion carried with the Mayor breaking the tie in the affirmative.**

**(QUASI-JUDICIAL PUBLIC HEARINGS) CONSIDER THE SECOND AMENDMENT TO THE RIVER DISTRICT REDEVELOPMENT PLAN OF THE COEUR D'ALENE URBAN RENEWAL AGENCY, DOING BUSINESS AS IGNITE CDA; CONSIDER THE SECOND AMENDMENT TO AND RESTATED MIDTOWN-NORTHWEST BOULEVARD DOWNTOWN URBAN RENEWAL PLAN NOW REFERRED TO AS THE LAKE DISTRICT URBAN RENEWAL PROJECT PLAN COEUR D'ALENE URBAN RENEWAL AGENCY, DOING BUSINESS AS IGNITE CDA; AND CONSIDER THE URBAN RENEWAL PLAN FOR THE ATLAS DISTRICT URBAN RENEWAL PROJECT OF THE COEUR D'ALENE URBAN RENEWAL AGENCY, DOING BUSINESS AS IGNITE CDA.**

**STAFF REPORT:** Phil Boyd, President, Welch-Comer presented the staff report on behalf of ignite cda. He presented the maps of the area and area land use of current density. He noted the public meetings that have held between February and April of this year. The comments provided during those meetings have been used to draft the site master plan, including the preservation of waterfront property for public use. Preserving the waterfront takes out a very valuable piece of property for development, which provided a challenge for the financial feasibility of the site. Mr. Boyd noted that they brought the item forward to the Planning and Zoning Commission on November 13 and the next steps include development of a PUD, site development standards, platting of the site, and development of waterfront to allow for public use. He reminded the Council that the City is in control of the site and it gives more flexibility of what they can include in the site development standards. He reviewed the highlights of the master plan including a larger public space in the center along the waterfront. He noted the road off Atlas

moves through the site through to Susan Drive, and used to be along the Centennial Trail. He received a lot of input from the neighbors and trail users, so that road development has been pulled out of the master planning. He felt the pedestrian connections are very strong throughout the site and views and vistas from Seltice Way to the lake were taken into consideration, as they are very important. He showed the wide view of the proposed districts to clarify where changes are taking place and where the new Atlas boundary would exist.

**DISCUSSION:** Councilmember Gookin asked about the current density amounts given along the river, as they seemed to be underestimated. Mr. Boyd explained the density amounts are taken from city records and GIS systems. Councilmember Gookin questioned the master plan amendments in the future. Mr. Boyd clarified that tonight the Council is being asked to approve boundary amendments and to create the Atlas district and they will not be amended, but the types of development within the boundary may change. Councilmember McEvers asked for clarification regarding why the waterfront piece is being moved to the Lake District. Mr. Boyd explained that the Lake District has funding available for the immediate use of installing public improvements. The River District has funding available for the sellable property to use first for items such as streets infrastructure. He also noted that Susan Avenue needs to be constructed early on into the project to allow for public access to the waterfront. Councilmember Gookin expressed concern about one district loaning money to another district. Mr. Adams explained that the legal counsel for ignite noted that it is permissible. Mayor Widmyer asked for legal clarity on the issue by the December 4, 2018 Council meeting.

Councilmember McEvers noted that the City has been a part of this process and felt the group has been very creative to get progress going, and appreciates it. Councilmember Gookin expressed concern that within the Atlas District there are assurances that the public is in the driver's seat. He noted that within Section 104 of the plan, it states that activities will be prioritized and determined during the annual budget setting process, and that the agency can reserve the right to prioritize projects and funding activities and feels it may not uphold public input. Mr. Boyd noted that the approach used thus far included a public input component and that the public will be involved in the site improvement standards and platting process through the Planning and Zoning Commission. The Parks and Recreation Commission will also hear the waterfront design and construction piece before the public. Councilmember Gookin expressed concern that the plan does not include enough specificity. Mr. Boyd noted that the details would be noted within the financial feasibility report. Councilmember Gookin questioned the section regarding assets the agency may retain after the closure of the district, but likely to be given to the city. Mayor Widmyer noted that the Lake District has the funds to do the improvements and the infrastructure needed, and they are paying as they go so the worst-case scenario is that improvements are done and the city still owns the land.

**PUBLIC TESTIMONY:** The Mayor opened the meeting for additional public comment.

David Lyons, Coeur d'Alene, noted that his testimony would be the same for all three hearings. He felt the disposition of assets upon termination of a district expiring should be required to be specific in each of the plans. He noted that the Lake District expires in 2020 and everyone is assuming the land will revert to the City somehow, yet at several ignite meetings their legal counsel says that it is not necessarily the case. Within the Lake District plan, page 14, there is a paragraph stating that the

agency shall dispose of assets by granting/conveying to the City, but it seems vague in the documents.

The Mayor closed public comment.

**The Mayor to ask the Clerk to read the title once and table the item until December 4, 2018.**

**COUNCIL BILL NO. 18-1027**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO, APPROVING THE SECOND AMENDMENT TO THE RIVER DISTRICT REDEVELOPMENT PLAN URBAN RENEWAL PROJECT, WHICH SECOND AMENDMENT SEEKS TO DEANNEX CERTAIN PARCELS FROM, AND ADD PARCELS TO, THE EXISTING RIVER DISTRICT PROJECT AREA; WHICH SECOND AMENDMENT INCLUDES REVENUE ALLOCATION FINANCING PROVISIONS; AUTHORIZING THE CITY CLERK TO TRANSMIT A COPY OF THIS ORDINANCE AND OTHER REQUIRED INFORMATION TO COUNTY AND STATE OFFICIALS AND OTHER TAXING ENTITIES; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY; APPROVING THE SUMMARY OF THE ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.

**PUBLIC TESTIMONY:** The Mayor opened the meeting for additional public comment.

David Lyons, Coeur d'Alene, expressed in early testimony that his comments be reflected as the same for each item.

**The Mayor to ask the Clerk to read each title and table the item until December 4, 2018.**

**COUNCIL BILL NO. 18-1028**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO, APPROVING THE SECOND AMENDMENT TO THE SECOND AMENDED AND RESTATED MIDTOWN-NORTHWEST BOULEVARD DOWNTOWN URBAN RENEWAL PLAN NOW REFERRED TO AS THE LAKE DISTRICT URBAN RENEWAL PROJECT PLAN, WHICH SECOND AMENDMENT SEEKS TO ADD PARCELS TO THE EXISTING LAKE DISTRICT PROJECT AREA; WHICH SECOND AMENDMENT INCLUDES REVENUE ALLOCATION FINANCING PROVISIONS; AUTHORIZING THE CITY CLERK TO TRANSMIT A COPY OF THIS ORDINANCE AND OTHER REQUIRED INFORMATION TO COUNTY AND STATE OFFICIALS AND OTHER TAXING ENTITIES; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY; APPROVING THE SUMMARY OF THE ORDINANCE; AND PROVIDING AN EFFECTIVE DATE

**PUBLIC TESTIMONY:** The Mayor opened the meeting for additional public comment.

David Lyons, Coeur d'Alene, expressed in early testimony that his comments be reflected as the same for each item.

Tom Torgersen, Coeur d'Alene, noted that he has been involved with the Coeur d'Alene Association of Realtors for 25 years; however, tonight he is speaking for himself personally. He expressed concern that this effort is moving too fast and there are too many unanswered questions and wonders if the loaning of funds between districts will be challenged. He noted that within the City limits only one private house has a private dock and thinks there is plenty of lake and river front access points; however, it would be nice to have more. He questioned if there has been consideration to use this property for a facility to host large events as a governmental entity could be part of the answer and noted examples such as Portland and San Antonio. He also questioned why the plan would take away the most valuable property to hold as public property then backing it with residential rather than commercial, as it does not seem to make sense. He noted that this is a one-time shot and the City should slow down. Mayor Widmyer noted that there has been a long public process with public input solicited since February and overwhelmingly the public wanted to have the waterfront preserved as public space, which is why they did the financial feasibility study the way they did. However, tonight is the hearing for the urban renewal district boundaries. Mr. Torgersen noted that he does support the district boundaries.

The Clerk read a public comment into the record: Sheryl Bentz-Sipe, Coeur d'Alene, noting that she would like to see housing made affordable for the regular working citizens.

**The Mayor to ask the Clerk to read the title and table the item until December 4, 2018.**

#### COUNCIL BILL NO. 18-1029

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, IDAHO, APPROVING THE URBAN RENEWAL PLAN FOR THE ATLAS URBAN RENEWAL PROJECT, INCLUDING REVENUE ALLOCATION FINANCING PROVISIONS; AND AUTHORIZING THE CITY CLERK TO TRANSMIT A COPY OF THIS ORDINANCE AND OTHER REQUIRED INFORMATION TO COUNTY AND STATE OFFICIALS; PROVIDING SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THE ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.

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

The meeting adjourned at 7:56 p.m.

ATTEST:

\_\_\_\_\_  
Steve Widmyer, Mayor

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

**GENERAL SERVICES COMMITTEE  
MINUTES  
November 26, 2018  
12:00 p.m., Library Community Room**

**COMMITTEE MEMBERS**

Councilmember Ron Edinger, Chairperson  
Councilmember Dan Gookin  
Councilmember Amy Evans

**STAFF**

Juanita Knight, Senior Legal Assistant  
Bill Greenwood, Parks & Recreation Director  
Jim Remitz, Wastewater Capital Program Mgr.  
Randy Adams, Deputy City Attorney

\*\*\*THE FOLLOWING ITEMS ARE ACTION ITEMS:

**Item 1.           Approval of Agreement with American Legion Baseball for Use of Thorco Field at Ramsey Park.  
(Consent Resolution)**

Bill Greenwood, Parks and Recreation Director, is requesting approval of an agreement with American Legion Baseball for the use of Thorco Field at Ramsey Park.

Mr. Greenwood explained in his staff report that the City first entered into an agreement with American Legion Baseball in 1992 for the use of McEuen Field. American Legion's baseball program was moved to Thorco Field at Ramsey Park and, at that time, we updated the agreement which is currently up for renewal. There will be no additional cost to the City to maintain the field. The agreement identifies and outlines the responsibilities that the City and American Legion Baseball will have for field maintenance, scheduling, and costs for the American Legion season.

**MOTION: by Evans, seconded by Gookin, to recommend that Council approve the Agreement with American Legion Baseball for the use of Thorco Field at Ramsey Park. Motion Carried.**

**Item 2.           Approval of 3-Year Agreement with ROW Adventures for access to Independence Point Beach for Kayak Guided Tours.  
(Consent Resolution )**

Bill Greenwood, Parks and Recreation Director, is requesting approval to renew the 3-year agreement with ROW Adventures to access Independence Point Beach for the purpose of launching kayaks for guided tours.

Mr. Greenwood explained in his staff report that this would be the 7th season that the City has allowed ROW to conduct these tours from Independence Point Beach and the response indicates that it is successful and well received by the public. There is no cost to the City to allow the use; however, since it is a commercial venture, we are recommending that 5% of the gross tour income be paid to the Parks Department Capital Improvement Fund. ROW provides another water sport activity for residents and tourists. Kayaking and paddle boarding are growing in popularity and these tours help to fill that need. This is not a venture which competes with other vendors as there will not be any kayak or paddle board rentals or rentals of any kind. ROW provides only

guided tours and the tours are complete with all necessary safety equipment and instructions. This agreement can be terminated without cause by the City if it proves to be a problem for the beach users or the boating traffic.

**MOTION: by Gookin, seconded by Evans, to recommend that Council approve the 3-year agreement with ROW Adventures for access to Independence Point Beach for kayak guided tours. Motion Carried.**

**Item 3.           Approval of Amendment No. 1 to the Agreement for Professional Services with J-U-B Engineers for Design of Compost Facility Improvements.**  
**(Consent Resolution)**

Jim Remitz, Wastewater Capital Improvement Manager, is requesting approval of Amendment No.1 to the Agreement for Professional Services with J-U-B Engineers, Inc. for Design of Compost Facility Improvements, 2018, dated May 1, 2018 and approved by Resolution No. 18-026.

Mr. Remitz explained in his staff report that the need for additional indoor composting beds was identified in the August 9, 2017, "Compost Facility Site Visit and Evaluation performed by J-U-B Engineers. Subsequently, the design of the prioritized enclosed composting facility improvements was undertaken by J-U-B Engineers pursuant to the May 1, 2018, Agreement between the City of Coeur d'Alene and J-U-B Engineers for the Design of the Compost Facility Improvements, 2018. With the completion of the design phase, Amendment No. 1 will employ J-U-B Engineers' professional services during the construction phase of these improvements. Amendment No.1 will provide for the performance of construction administration services during the construction phase of the Compost Facility Improvements.

Design Engineering Services (Per May 1, 2018 Agreement)	\$ 67,180
Amendment No. 1 Construction Phase Engineering Services	<u>\$ 89,150</u>
Total	\$156,330

Funding for Amendment No. 1 is budgeted in the current FY 2018/2019 Financial Plan in the Wastewater Operating Fund.

**MOTION: by Evans, seconded by Gookin, to recommend that Council approve Amendment No. 1 to the agreement for Professional Services with J-U-B Engineers, Inc. for design of the 2018 Compost Facility Improvements in an amount not to exceed \$89,150.00. Motion Carried.**

The meeting adjourned at 12:05 p.m.

Respectfully submitted,



Juanita Knight  
General Services Committee Liaison



RESOLUTION NO. 18-061

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING THE BELOW MENTIONED AGREEMENTS OF THE CITY OF COEUR D'ALENE INCLUDING: APPROVAL OF AN AGREEMENT WITH AMERICAN LEGION BASEBALL FOR USE OF THORCO FIELD AT RAMSEY PARK; APPROVAL OF A 3-YEAR AGREEMENT WITH ROW ADVENTURES FOR ACCESS TO INDEPENDENCE POINT BEACH FOR KAYAK GUIDED TOURS; AND APPROVAL OF AMENDMENT NO. 1 TO THE AGREEMENT FOR PROFESSIONAL SERVICES WITH J-U-B ENGINEERS FOR CONSTRUCTION ADMINISTRATIVE SERVICES FOR THE COMPOST FACILITY IMPROVEMENTS.

WHEREAS, it has been recommended that the City of Coeur d'Alene enter into the contracts and agreement, and take the other action listed below, pursuant to the terms and conditions set forth in the contracts and agreements, and other action documents attached hereto as Exhibits "A" through "C" and by reference made a part hereof as summarized as follows:

- A) Approval of an agreement with American Legion Baseball for use of Thorco Field at Ramsey Park;
- B) Approval of a 3-year agreement with ROW Adventures for access to Independence Point beach for kayak guided tours;
- C) Approval of Amendment No. 1 to the agreement for Professional Services with J-U-B Engineers for construction administrative services for the Compost Facility Improvements;

AND

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

NOW, THEREFORE,

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

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

DATED this 4<sup>th</sup> day of December, 2018.

\_\_\_\_\_  
Steve Widmyer, Mayor

ATTEST

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

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

ROLL CALL:

COUNCIL MEMBER ENGLISH Voted \_\_\_\_\_

COUNCIL MEMBER EVANS Voted \_\_\_\_\_

COUNCIL MEMBER MILLER Voted \_\_\_\_\_

COUNCIL MEMBER MCEVERS Voted \_\_\_\_\_

COUNCIL MEMBER GOOKIN Voted \_\_\_\_\_

COUNCIL MEMBER EDINGER Voted \_\_\_\_\_

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

**GENERAL SERVICES  
STAFF REPORT**

**Date:** November 26, 2018  
**From:** Bill Greenwood, Park & Recreation Director  
**SUBJECT:** American Legion Baseball Agreement

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**DECISION POINT:** Should General Services recommend approval of the agreement between the City of Coeur d'Alene and American Legion Baseball for the use of Thorco Field at Ramsey Park?

**HISTORY:** The City of Coeur d'Alene first entered into an agreement with American Legion Baseball in 1992 for the use of McEuen Field. American Legion's baseball program was moved to Thorco Field at Ramsey Park and, at that time, we updated the agreement which is currently up for renewal.

**FINANCIAL ANALYSIS:** There will be no additional cost to the City to maintain the field

**PERFORMANCE ANALYSIS:** This agreement will identify and outline the responsibilities that the City of Coeur d'Alene and American Legion Baseball will have for field maintenance, scheduling, and costs for the American Legion season.

**DECISION POINT/ RECOMMENDATION:** General Services should recommend that the City Council approve the agreement between the City of Coeur d'Alene and American Legion Baseball for the use of Thorco Field at Ramsey Park.

## AGREEMENT

THIS AGREEMENT is entered into this 4<sup>th</sup> day of December, 2018, between the **City of Coeur d' Alene**, a municipal corporation organized pursuant to the laws of the state of Idaho, hereinafter referred to as "**City**," and the **Coeur d'Alene American Legion Baseball Inc.**, a nonprofit corporation, organized pursuant to the laws of Idaho, hereinafter referred to as the "**Association**."

### W I T N E S S E T H:

WHEREAS, the City owns property located at 3525 North Ramsey Road known as Ramsey Park; and

WHEREAS, there is a baseball field located in the southwest corner of Ramsey Park adjacent to The Kroc Center that is known as Thorco Field, which is more particularly described on the attached **Exhibit "A,"** which by this reference is incorporated herein; and

WHEREAS, the Association desires to use the Thorco Field facilities; and

WHEREAS, the parties have reached an agreement as to certain matters regarding Thorco Field.

NOW, THEREFORE,

IN CONSIDERATION of the covenants and conditions set forth herein, the parties agree as follows:

1. Term: The term of this agreement shall run from May 1<sup>st</sup>, 2019, to August 31<sup>st</sup>, 2022. After August 31<sup>st</sup>, 2021, upon the request of the Association, the Parks and Recreation Commission may recommend to the City Council that this Agreement be renewed for an additional three-year term.
2. Admission Costs and Fees: Except for tournaments as provided in Section 4 below, all events at Thorco Field will be open to the general public and no admission fee will be charged by the Association for admission to events held at Thorco Field without permission from the Parks & Recreation Director.
3. Field Scheduling: During the term of this Agreement, the City will have priority in the use of Thorco Field, but agrees to allow the Association first priority over other users during the Association's baseball season, which runs from approximately May 1<sup>st</sup> until August 15<sup>th</sup> annually. The City retains the right to schedule additional uses, including non-baseball uses, for Thorco Field at times that do not conflict with the Association's scheduled use of Thorco Field. The Association agrees to provide the City with a schedule of games, tournaments, and practice times no later than May 1<sup>st</sup> of each year to allow the City to prepare a schedule of use for Thorco Field. The Association agrees that it will not assign its designated use times to other groups and/or clubs. The Association

agrees to pay the City for use of the baseball field and lights. Fees due will be: \$1944.81 for use in 2019; \$2042.05 for use in 2020 and \$ 2144.15 for use in 2021; and \$2144.15 for use in 2022. The annual fee will increase 5% in each year of any extension of this Agreement. Payment of the annual fee shall be submitted to the City no later than June 1<sup>st</sup> of each year.

4. Tournaments: The Association may reserve Thorco Field for tournament use as authorized by Municipal Code Section 4.30.030.
5. Field Maintenance: The Association will prepare and maintain Thorco Field's batting cage dirt, pitcher's mound, dirt infield, and the base path running lanes, including chalking or lining of the field as necessary during their season. The Association is solely responsible for all costs associated with the maintenance activities required by this Section. The base path running lanes must be prepared by hand without the use of motorized equipment. No one under the age of eighteen (18) years of age shall operate motorized equipment for field maintenance on Thorco Field. The City will allow the Association to utilize certain equipment for maintenance of the infield edge. All mowing and general turf care will be performed by City staff. No mowing, edging, or any type of turf maintenance shall be done by the Association. The City and Association will have a field maintenance meeting prior to the beginning of the season.
6. Field Alterations: The Association will not make any alterations, including alterations to the irrigation system, without the express written consent of the City. Any approved alterations or other improvements proposed by the Association shall be paid for by the Association. Any alterations or other improvements that are affixed to Thorco Field become the property of the City and the Association hereby waives all claims of ownership therein.
7. Field Damage: The Association is solely responsible for repairing any damage to Thorco Field, including but not limited to the following: fencing, dugouts, batting cages, scoreboard lighting, Press Box, Concession Trailer and storage sheds, resulting from the Association's use of Thorco Field.
8. Storage Facility: The Association will be allowed to utilize the City's two (2) 10' x 12' storage sheds at Thorco Field for the duration of this Agreement for the sole purpose of storing materials and equipment directly related to the use of Thorco Field. If at any time during this Agreement the Association desires to add an additional storage, it may make a written request to the Parks & Recreation Director who, in his or her sole discretion, will determine whether to allow the placement of an additional shed. The Association will bear all costs associated with an additional shed, if approved, including any permit costs that may be required.
9. Press Box: The City will make the Press Box available for the Association's use during its season. However, the use by the Association is non-exclusive and the City reserves the right to use the Press Box for other activities. The parties will conduct a walk thru of the Press Box at the beginning of each season and again at the end of the season to ensure

that the Press Box is in acceptable condition. No alterations or modifications to the Press Box will be made by the Association without the express written consent of the City. Prior to each season during the term of this Agreement, the Association will pay to the City a one hundred dollar (\$100) refundable deposit for six (6) keys to the Press Box and a fifty dollar (\$50) refundable cleaning deposit for the Press Box. The Association agrees that it will not make copies of the keys provided by the City. The required deposits will be returned to the Association after the end of season walk through provided that the Press Box is clean, any necessary repairs have been made, and all six (6) keys have been returned. Any damage caused by the Association or its users to the Press Box will be immediately repaired by the Association at its sole cost.

10. Concessions: The City will make the Concession Trailer available at Thorco Field for the Association's use during its season. The Concession Trailer is only to be transported by City Staff. The parties will conduct a walk thru of the Concession Trailer at the beginning of each season and again at the end of the season to ensure that the Concession Trailer is in acceptable condition. No alterations or modifications to the Concession Trailer will be made by the Association without the express written consent of the City. The Association agrees to keep the Concession Trailer clean at all times and will also be responsible to notify City staff when the grey water tank needs to be emptied. City staff will coordinate the emptying of the grey water tank in accordance with all relevant City and Panhandle Health District requirements. All needed permits for use of the Concession Trailer must be obtained and paid for by the Association. The Association shall provide trash cans at the Concession Trailer and place all food preparation material in bags to be stored in a mutually acceptable location. The Association will turn over the Concession Trailer to the City at the end of its scheduled season in the same condition as it was received, cleaned and empty of all food products. Prior to each season during the term of this Agreement, the Association will pay to the City a one hundred dollar (\$100) refundable deposit for six (6) keys to the Concession Trailer and a fifty dollar (\$50) refundable cleaning deposit for the Concession Trailer. The Association agrees that it will not make copies of the keys provided by the City. The required deposits will be returned to the Association after the end of season walk through provided that the Concession Trailer is clean, any necessary repairs have been made, and all six (6) keys have been returned. Any damage caused by the Association or its users to the Concession Trailer will be immediately repaired by the Association at its sole cost.
11. Banners: Sponsorship banners shall not go over the fence or onto the ground. Sponsorship banners shall only be displayed from May 1<sup>st</sup> through August 15<sup>th</sup>. Any and all proceeds of these sponsorships will go to the Association.
12. Vehicles on Field and Parking: The Association agrees that it will not allow any of its users to park or drive any vehicle on or over Thorco Field or the Prairie Trail, which is adjacent to Thorco Field, with the exception of supervised deliveries and work.
13. Portable Fencing: The Association may install, at its cost, portable fencing in locations approved by the Parks & Recreation Director. The fence material and method of installation must also be approved by the Parks & Recreation Director. Portable fences

cannot be installed more than twenty-four (24) hours before a tournament and must be removed no later than twenty-four (24) hours after conclusion of a tournament.

14. Loudspeakers: Any use of loudspeakers must conform to Municipal Code Chapter 5.24.
15. Hold Harmless: The Association shall indemnify, defend, and hold the City harmless for any claim or cause of action that may arise as a result of the Association's use and/or maintenance of Thorco Field. To this end, the Association shall provide liability insurance naming the City as an additional insured in the amount of One Million Dollars (\$1,000,000) for property damage or bodily or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants. A certificate of insurance providing at least thirty (30) days' written notice to the City prior to cancellation of the policy shall be filed with the office of the City Clerk on or before execution of this Agreement which certificate must be approved by the City Attorney.
16. Compliance with Law: The parties will abide by all the laws, ordinances, regulations, and policies of the City, the State of Idaho, or the federal government that may apply in regard to the use, construction, and/or maintenance of the improvements, and including but not limited to bidding and public works contracting laws.
17. Termination/Default: In the event the Association fails, neglects, or refuses to perform any covenant or condition required of the Association herein, the City may terminate this Agreement, retaining any and all payments made by the Association as liquidated damages, or the City may, at its option, require specific performance of the terms hereof, or may seek any remedy that is available in law or in equity.
18. Section Headings: The section headings of this Agreement are for clarity in reading and not intended to limit or expand the contents of the respective sections to which they appertain.
19. Attorney's fees: Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorney fees as determined by a Court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination, or forfeiture of this Agreement.
20. Choice of Law/Jurisdiction: This Agreement shall be governed and interpreted in accordance with the laws of the state of Idaho. Jurisdiction for resolution of disputes arising from performance of this Agreement shall rest with the courts of the state of Idaho. Venue shall lie in Kootenai County.
21. Entire Agreement: This Agreement constitutes the entire agreement between the parties hereto, and may not be modified except by an instrument in writing signed by the parties hereto.

IN WITNESS WHEREOF, the Mayor and the City Clerk of the City of Coeur d' Alene have executed this contract on behalf of said City, the City Clerk has affixed the seal of the said City hereto, and the Association has caused the same to be signed by its President, attested by its Secretary, and its seal to be affixed hereto, the day and year first above written.

CITY OF COEUR D' ALENE  
KOOTENAI COUNTY, IDAHO

COEUR D' ALENE AMERICAN  
LEGION BASEBALL INC.

\_\_\_\_\_  
Steve Widmyer, Mayor

By: \_\_\_\_\_  
\_\_\_\_\_, President

ATTEST:

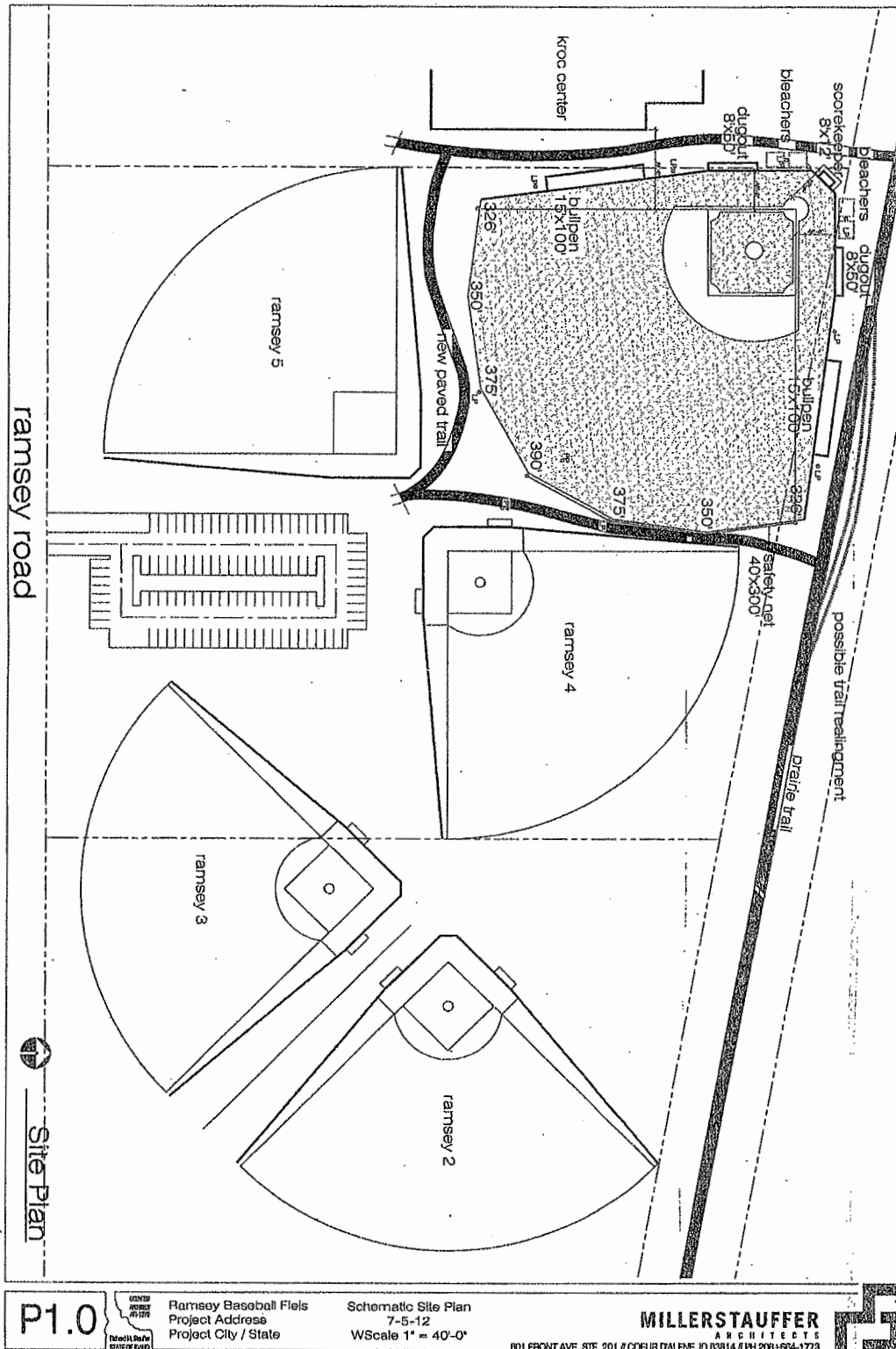
ATTEST:

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

\_\_\_\_\_  
Secretary



# Attachment "A"



## **GENERAL SERVICES STAFF REPORT**

**Date:** November 26, 2018  
**From:** Bill Greenwood Parks & Recreation Director  
**SUBJECT:** Row Renewal Agreement (*Council Action Required*)

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### **DECISION POINT:**

Should the City renew the 3-year agreement with ROW Adventures to access Independence Point Beach for the purpose of launching kayaks for guided tours?

### **HISTORY:**

This would be the 7<sup>th</sup> season that we have allowed ROW to conduct these tours from Independence Point Beach and the response indicates that it is successful and well received by the public.

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### **FINANCIAL ANALYSIS:**

There is no cost to the City to allow the use; however, since it is a commercial venture, we are recommending that 5% of the gross tour income be paid to the Parks Department Capital Improvement Fund.

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### **PERFORMANCE ANALYSIS:**

ROW provides another water sport activity for residents and tourists. Kayaking and paddle boarding are growing in popularity and these tours help to fill that need. This is not a venture which competes with other vendors as there will not be any kayak or paddle board rentals or rentals of any kind. ROW provides only guided tours and the tours are complete with all necessary safety equipment and instructions. This agreement can be terminated without cause by the City if it proves to be a problem for the beach users or the boating traffic.

### **DECISION POINT / RECOMMENDATION:**

General Services recommends that the City Council renew the 3-year agreement with ROW Adventures for this activity.

## PERMIT AGREEMENT

THIS PERMIT AGREEMENT is made and entered into this 4<sup>th</sup> day of December 2018, 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 ("City"), and **ROW, Inc., dba ROW Adventures ("ROW")**, with its principal place of business at 202 E Sherman Ave , P.O. Box 579, Coeur d'Alene, Idaho 83814.

### WITNESSETH:

WHEREAS, ROW has been permitted to access Lake CDA from the east end of the Independence Point Beach for the purpose of providing guided kayak and paddle board tours from the location identified on **Exhibit A** attached; and

WHEREAS, ROW has requested an extension of that permit for an additional three (3) years; and

WHEREAS, the Parks and Recreation Commission, and the Parks and Recreation Director, have determined that such extension is in the best interests of the citizens of and visitors to the City.

NOW, THEREFORE,

IT IS AGREED that, for and in consideration of the covenants and agreements set forth herein, ROW shall be allowed to provide kayak and paddle board tours according to the terms set forth herein and under the penalties expressed herein.

Section 1. Definition: For purposes of this agreement the parties agree that the term "employees" shall include guides and support staff hired by ROW for the tours.

Section 2. Community Relations: ROW agrees that its employees will be courteous and informed about the community, and will assist with questions from participants.

Section 3. Equipment: ROW will provide appropriate equipment and gear to each participant as safety and industry standards dictate.

Section 4. Staffing: ROW agrees that their employees must be appropriately dressed with identifying logo, and approved shorts, trunks or swim wear. Employees shall not wear any logo or identifying mark which might convey to the public an official position with the City. Approval of dress must be received from the Parks Director.

Section 5. Access Times: ROW shall be allowed to access the Independence Point Beach area between the hours of 8:00 a.m. and 10:00 p.m., except on weekends between June 15 and August 31 when ROW may not access the beach between the hours of noon and 4:00 p.m. ROW also understands that it cannot interfere with the public use of the any part of the Independence

Point Beach. ROW will not be allowed to leave a vehicle at the designated loading/unloading site for a period longer than 30 minutes.

Section 6. Tour Limitations: ROW cannot provide more than two (2) kayak or paddle board tours a day without prior written approval from the Parks Director. ROW will not schedule tours that exceeds 21 people or 14 kayaks or paddle boards at any one time unless they have prior written approval from the Parks Director for a specific date and time.

Section 7. Food: ROW may not serve food on the beach or other CDA park areas without prior written permission from the Parks Director, and then only in compliance with a current health permit.

Section 8. Non-food Items: Sunscreen will be the only non-food item allowed for sale on City property. Sale of any other items must have written approval from the Parks Director.

Section 9. Trash: ROW agrees not to dispose of its trash at a City maintained trash receptacle. Trash must be removed from site and disposed of at ROW's expense.

Section 10. Waiver: ROW understands that during the term of this agreement, the City may undertake repairs and or construction projects to the City's parks, beach and/or waterfront, which may interfere with ROW's operation. Furthermore, ROW understands that the City is involved in a process of developing a downtown public properties plan that may modify, move or eliminate some parking in the present downtown public parking lots. ROW specifically waives any claims for lost profit, and incidental or consequential damages against the City resulting from any repairs, plans, or construction projects. ROW further acknowledges that the commencement of repairs, plans, or construction projects may result in the City revoking this permit as provided in Section 23, and ROW agrees that it will have no cause of action for damages, specific performance, or equitable remedies as the result of such cancellation.

Section 11. Not Exclusive: ROW understands and agrees that the City from time to time during the term of this permit may allow other activities on the beach area.

Section 12. Hold Harmless: ROW agrees to indemnify, defend and hold the City and its agents, officers and employees harmless from any and all claims of liability, loss or damage arising out of, or in connection with, ROW's performance under the terms of this Agreement or the negligent or wrongful acts, errors and omissions of ROW, their agents, or employees.

Section 13. Access Location: ROW agrees to the following specifications, which will be adhered to by ROW for lake access:

ROW can enter that area of Independence Point Beach located on the East side of the beach within 40 feet of the rip-rap area and/or turf and landscape area where the beach ends. ROW cannot interfere with other beach users or swimmers within said area. ROW must keep that portion of beach clean and free of any litter, trash, clothing, gear or anything else directly related to the kayak or paddle board tours.

Section 14. Term: The City shall permit kayak tours from Independence Point Beach to ROW for three (3) seasons. Those seasons are: April 1, 2019 to October 31, 2019; April 1, 2020 to October 31, 2020; and April 1, 2021 to October 31, 2021.

Section 15. Consideration: ROW shall, in consideration for the Agreement, pay the sum of 5% of gross income from kayak and paddle board tours to the CDA Parks Department within 30 days after the end of the season.

Section 16. No Alcohol: ROW agrees it will not allow its employees or customers to consume any alcohol or alcoholic beverages on the Independence Point beach or other CDA park properties.

Section 17. Compliance with the Law: ROW shall abide by all applicable City ordinances and resolutions, and all applicable State and Federal statutes and regulations.

Section 18. Glass Containers: ROW agrees not to use, or allow their customers to use, glass containers on public property during tours.

Section 19. Violation of Regulations: ROW agrees any violation of regulations, contract, ordinance, or any evidence of collusion may result in criminal prosecution, civil citation, and/or the revocation of the permit, forfeiture of the full consideration, and prohibition from submitting a proposal to renew this Agreement or entering into a new Agreement for a period of three (3) years from the date of violation.

Section 20. Non-transferable: ROW also agrees and understands this Agreement cannot be transferred or assigned to another vendor without the written permission of the City.

Section 21. No Truck Parking: Except for parking in lawfully designated parking spaces, neither ROW nor their agent(s) or employees shall park trucks or other vehicles adjacent to the curb for longer than thirty (30) minutes. Failure to comply with this provision shall be considered a material breach of this Agreement.

Section 22. City's Option to Terminate Permit: The City may at any time, after ten (10) day's written notice, terminate this Agreement and exclude ROW from the space. Fees owed to date will be paid by ROW on a prorated basis covering the 5% of gross income from tours to the date of termination. The notice of the exercise by the City of its option to terminate the Agreement for no cause shall be given in the same manner as notice of termination in case of default.

Section 23. Forfeiture of Permit: It is understood that time is of the essence and, should ROW fail to perform any of the covenants herein required of them, the City may declare the permit forfeited and this Agreement terminated. In such case, ROW shall cease operation from the location and all other City property. However, before declaring such forfeiture, the City shall notify ROW in writing of the particulars in which the City deems ROW to be in default and ROW will have three (3) days to remedy the default.

Section 24. Notice: Any notice, including notice of default, resulting from ROW's failure to perform its duties under this Agreement or any breach of the terms of this Agreement shall be made by placing the written particulars in the United States Mail addressed to ROW at the address provided above, with proper postage affixed. Any notice required herein to be given to City shall be in writing and deemed received by City when received at the office of the City Clerk, 710 Mullan Avenue, Coeur d'Alene, Idaho 83814. In lieu of service by mail, any notice may be served in the manner provided for the service of process under the Idaho Rules of Civil Procedure, Rule 5(b).

Section 25. Status of ROW: Nothing herein shall be construed to render ROW, or its employees, employees, agents, a department, subsidiary, or alter ego of the City. The relationship between ROW and the City is solely a contractual relationship between independent parties. Nothing herein shall constitute consent by the City for, or direction by the City of, any negligent act or failure to act on the part of ROW in a manner contrary to industry standards. The City explicitly denies any supervision or authority over the manner in which ROW conducts its business, except as stated herein, and the City explicitly denies any knowledge or expertise of the standards applicable to the business of ROW.

IN WITNESS WHEREOF, the Mayor and City Clerk of the CITY OF COEUR D'ALENE have executed this contract on behalf of said City, and ROW have caused the same to be signed, the day and year first above written.

CITY:  
**CITY OF COEUR D'ALENE**  
**KOOTENAI COUNTY, IDAHO**

LESSEE:  
**PETER GRUBB**  
**dba ROW Adventures (ROW)**

By: \_\_\_\_\_  
Steve Widmyer, Mayor

By: \_\_\_\_\_  
Peter Grubb

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

**EXHIBIT “A”**



**COEUR D'ALENE CITY COUNCIL  
STAFF REPORT**

**DATE:** November 26, 2018

**FROM:** James Remitz, Wastewater Department Capital Program Manager

**SUBJECT: Coeur d'Alene Compost Facility Improvements  
Amendment No.1 to Agreement with J-U-B Engineers, Inc. for  
Construction Phase Services**

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**DECISION POINT:** Should the City Council approve the proposed Amendment No.1 to the Agreement for Professional Services between City of Coeur d'Alene and J-U-B Engineers, Inc. for Design of Compost Facility Improvements, 2018, dated May 1, 2018 (Resolution No. 18-026) and authorize the Mayor to execute this amendment?

**HISTORY:** The need for additional indoor composting beds was identified in the August 9, 2017, "Compost Facility Site Visit and Evaluation performed by J-U-B Engineers. Subsequently, the design of the prioritized enclosed composting facility improvements was undertaken by J-U-B Engineers pursuant to the May 1, 2018, Agreement between the City of Coeur d'Alene and J-U-B Engineers for the Design of the Compost Facility Improvements, 2018. With the completion of the design phase, Amendment No. 1 will employ J-U-B Engineers' professional services during the construction phase of these improvements.

Amendment No.1 will provide for the performance of construction administration services during the construction phase of the Compost Facility Improvements. A copy of the proposed Amendment with Attachment 1 defining the scope of services, basis of fee and schedule is attached for your review.

**FINANCIAL ANALYSIS:**

Design Engineering Services (Per May 1, 2018 Agreement)	\$ 67,180
Amendment No. 1	<u>\$ 89,150</u>
Construction Phase Engineering Services	
Total	\$156,330

Funding for Amendment No. 1 is budgeted in the current FY 2018/2019 Financial Plan in the Wastewater Operating Fund.



**PERFORMANCE ANALYSIS:** J-U-B Engineers, Inc. successfully completed the planning and design phases of this project and is therefore uniquely qualified to perform the construction administration services required for this project. J-U-B Engineers, Inc., was selected for performing these construction phase services in accordance with Idaho Statute § 67-2320(4) that allows for the City to negotiate an extended professional services contract for an associated or phased project.

**RECOMMENDATION:** Council should approve Amendment No. 1 to the May 1, 2018, Professional Services Agreement between the City of Coeur d'Alene and J-U-B Engineers, Inc., for construction phase professional services of the Compost Facility Improvements, 2018, in an amount not to exceed \$ 89,150, and should authorize the Mayor to execute this amendment.

Attachments:

Amendment No. 1

**AMENDMENT NO. 1**  
  
**to**  
  
**PROFESSIONAL SERVICES AGREEMENT**  
  
**between**  
  
**CITY OF COEUR D'ALENE**  
  
**and**  
  
**J-U-B ENGINEERS, INC.**  
  
**for**  
  
**CONSTRUCTION PHASE SERVICES FOR THE COMPOST FACILITY  
IMPROVEMENTS, 2018**

The Agreement, made and entered into the 1st day of May, 2018, 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 organized and existing in the state of Idaho, with its principal place of business at 7825 Meadowlark Way, Coeur d'Alene, ID 83815, hereinafter referred to as the "Consultant," is hereby amended on the 4<sup>th</sup> day of December, 2018, as set forth herein.

**W I T N E S S E T H:**

WHEREAS, due to recent improvements made to the City's Advanced Wastewater Treatment Facility and the resulting increase of bio-solids produced by said facility, the City desires to expand the bio-solids composting capabilities at the current composting facility operating at 3550 N. Julia Street, Coeur d'Alene;

WHEREAS, the City desires to advertise for and award a construction contract to a General Contractor to construct the Compost Facility Improvements;

WHEREAS, Consultant is available and is willing to provide personnel and services to accomplish the construction administration services according to the City's schedule; and

WHEREAS, the Agreement contains provisions in Section 10, for the City to authorize extra services in connection with this project.

NOW, THEREFORE, in consideration of the terms, conditions and covenants of performance contained or incorporated herein, the City and the Consultant agree that the agreement entered into on the 1st day of May, 2018, shall be amended as follows:

Section 1. Scope of Services

The scope of services is amended to revise the project budget to provide the City with office support and on-site observation during construction. The scope of services, schedule, and basis of fee are defined in Attachment 1 and are incorporated herein.

Section 2. Compensation

For services described in this Amendment, payment shall be made on the same basis as in the original Agreement and shall not exceed Eighty-Nine Thousand One Hundred Fifty dollars (\$89,150).

Section 3. Schedule

Schedule for completion of the services pursuant to this Amendment shall be according to the schedule presented in Attachment 1.

CITY OF COEUR D'ALENE

J-U-B ENGINEERS, INC.

\_\_\_\_\_  
Steve Widmyer, Mayor

\_\_\_\_\_  
Stephen James, Area Manager

ATTEST:

ATTEST:

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

\_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_



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

**Attachment 1 (CMS)– Scope of Services, Schedule, and Basis of Fee**

The Agreement for Professional Services is amended and supplemented to include the following provisions regarding the Scope of Services, Schedule of Services, and the Basis of Fee:

For the purposes of this attachment, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

**BACKGROUND**

The City of Coeur d'Alene will add 3 additional compost beds including site improvements, metal building, and mechanical/electrical equipment. The project has been designed and will be advertised for bids in January of 2019. Construction is expected to take 8 months.

Design of the facility was completed in FY2018. This Scope of Services is limited to the construction phase of the project and detailed in the following pages:

**SCOPE OF SERVICES**

J-U-B's Services for this Agreement consist of the following:

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**Task 200: Construction Services**

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**Task 300: Management Reserve**

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**TASK 200: CONSTRUCTION SUPPORT SERVICES**

This task is intended to support the CLIENT during construction of the project. Specific tasks include:

- Assist with bidding including preparation of draft notice of advertisement for the project, one pre-bid meeting at CLIENT's office and site tour, response to bidders' questions during the bid phase, and preparation and issuance of addenda as necessary to modify the drawings or specifications. CLIENT will advertise the project in its paper of record.
- Assist in bid opening, review bids as received, prepare a bid summary, review bids for responsiveness, and issue a recommendation to CLIENT regarding the responsiveness of the bids.
- Prepare a notice of award, agreement, and notice to proceed for review, approval, and distribution by CLIENT, and assist in contract award.
- Coordinate and attend pre-construction and bi-weekly construction meetings (as needed). Tasks include preparation of agenda and list of construction items to be addressed.
- Perform construction support as noted in "J-U-B Standard Exhibit A – Construction Phase Services", attached.
- Provide additional information for inclusion in existing City Compost Facility O&M manual regarding capacity of additional beds and operation of new equipment/processes (anticipated to be limited to the aeration system).
- Provide electronic copy record drawings for CLIENT records.

**TASK 300: MANAGEMENT RESERVE (As Authorized by CLIENT)**

- Additional geotechnical evaluation during design to confirm geotechnical recommendations
- Geotechnical support as needed during construction

## SCHEDULE OF SERVICES

Predicated upon timely receipt of CLIENT-provided information, typical review periods, and active direction during work, J-U-B anticipates the following schedule for the Services listed:

Task	Days	Compensation and Type
Task 200: CONSTRUCTION SERVICES	250	\$ 85,920 T&M <sup>A</sup>
Task 300: ADDITIONAL SERVICES	250	\$3,230 T&M <sup>A</sup>
<b>TOTAL</b>		<b>\$89,150</b>

<sup>A</sup> At standard JUB billing rates

## BASIS OF FEE

City of Coeur d'Alene Wastewater Utility																	
2018 Compost Facility Upgrade Project																	
BASIS OF FEE (labor estimate, hours)																	
Task No.	Sub-Task No.	Task	Project Manager	Lead Engineer	Design Engineer	Senior Engineer QA/QC	Structural Engineer	Site Engineer	Surveyor	Survey Tech	Survey	CAD Design	Clerical	Field Technician	Expenses + Electrical Engineer	Item Subtotal	Subtask Total
200	CONSTRUCTION SERVICES																\$85,920
		Bidding - Advertisement, pre-bid conference, responding to bidder questions	1	32			4					12	6		\$500	\$7,760	
		Contract award	2	8									4			\$2,030	
		Conduct Pre-construction and bi-weekly construction meetings for 32 weeks	4	52							2		16	16	\$500	\$12,160	
		Perform construction staking, observation, submittal review, change orders, pay requests (assuming an 8 month construction window)	16	128			12		1	2	8		32	160	\$2,500	\$45,950	
		Conduct Electrical and HVAC CMS, Observation, Startup , Testing, and Integration		2											\$2,500	\$2,790	
		Evaluate start up testing (air pressure, flow, electrical & instrumentation)	4	8									4	8	\$500	\$3,800	
		Update O&M Manual for piping, mechanical, operation, electrical & instrumentation	4	16		4						8	8		\$500	\$6,130	
		Complete Record drawings (hard & pdf copies to City)	4	8								24		8		\$5,300	
300	MANAGEMENT RESERVE																\$3,230
		Geotechnical evaluation	2		2										\$2,500	\$3,230	\$3,230
	Summary											TASK 200 - CONSTRUCTION SERVICES					\$85,920
												TASK 300 - MANAGEMENT RESERVE					\$3,230
														TOTAL			\$89,150



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

**J-U-B ENGINEERS, INC.**

**Standard Exhibit A – Construction Phase Services**

**Client Name:** City of Coeur d'Alene Wastewater Utility

**Project:** 2018 Compost Facility Upgrade Project

The Agreement for Professional Services dated May 1, 2018 is amended and supplemented to include the following agreement of the parties with respect to Services during the construction phase of the Project.

For the purposes of this exhibit, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

For the purposes of this exhibit, the term 'Contract Documents,' shall be defined as documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between CLIENT and contractor, Addenda (which pertain to the Contract Documents), contractor's bid (including documentation accompanying the bid and any post-bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and J-U-B's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

For the purposes of this exhibit, the term 'Work,' shall be defined as the entire construction or the various separately identifiable parts thereof required to be provided by the construction contractor under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction; all as required by the Contract Documents.

For the purposes of this exhibit, the term 'Site,' shall be defined as lands or areas indicated in the Contract Documents as being furnished by CLIENT upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by CLIENT which are designated for the use of contractor.

**CONSTRUCTION PHASE SERVICES**

J-U-B shall provide Construction Phase Services as agreed below. There is a "Yes" and "No" box to the left of each Service. If a box is marked "Yes", J-U-B agrees to perform the Service listed. If a box is marked "No", J-U-B undertakes no duty to perform the Service listed. If a duty or a condition of performance is listed below that is a responsibility of CLIENT, CLIENT's agreement to perform the same is assumed.

It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s) Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s) failure to furnish and perform their Work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be named as additional insureds under the general contractor's policies of general liability insurance.

**Construction Phase**

After receiving written authorization from CLIENT to proceed with the construction phase, J-U-B may provide the following Services with respect to this part of the Project:

- ☒ Yes    1. *General Administration of the Contract Documents.* Consult with, advise, and assist CLIENT in J-U-B's role as CLIENT's representative. Relevant J-U-B communications with contractor shall be imputed to the CLIENT. Nothing contained in this Standard Exhibit A creates a duty in contract, tort, or otherwise to any third party; but, instead, the duties defined herein are performed solely for the benefit of the CLIENT. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.
- ☐ No
- ☒ Yes    2. *Pre-Construction Conference.* Participate in a pre-construction conference.
- ☐ No

3. *Visits to Site and Observation of Construction / Resident Project Representative (RPR) Services.* In connection with observations of the Work while it is in progress:

☒ Yes

☐ No

a. *Periodic Site Visits by J-U-B.* Make visits to the Site at intervals appropriate to the various stages of construction, as J-U-B deems necessary, to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to J-U-B in this Agreement, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on J-U-B's exercise of professional judgment as assisted by the RPR, if any. Based on information obtained during such visits and observations, J-U-B will determine in general, for the benefit of CLIENT, if the Work is proceeding in accordance with the Contract Documents, and J-U-B shall keep CLIENT informed of the progress of the Work.

☒ Yes

☐ No

b. *Resident Project Representative ("RPR").* When requested by CLIENT, provide the Services of a RPR at the Site to provide more extensive observation of the Work. Duties, responsibilities, and authority of the RPR, are as set forth in the section entitled Resident Project Representative, herein. Through more extensive observations of the Work and field checks of materials and equipment by RPR, J-U-B shall endeavor to provide further protection to the CLIENT against defects and deficiencies in the Work. The furnishing of such RPR's Services will not extend J-U-B's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.

☒ Yes

☐ No

4. *Defective Work.* Recommend to CLIENT that the Work be disapproved and rejected while it is in progress if J-U-B believes that such Work does not conform generally to the Contract Documents or that the Work will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

☒ Yes

☐ No

5. *Clarifications and Interpretations; Field Orders.* Recommend to CLIENT necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Based on J-U-B's recommendations, CLIENT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

☒ Yes

☐ No

6. *Change Orders, and Work Change Directives.* Recommend to CLIENT Change Orders or Work Change Directives, as appropriate, and prepare required documents for CLIENT consideration. CLIENT may issue Change Orders or Work Change Directives authorizing variations from the requirements of the Contract Documents.

☒ Yes

☐ No

7. *Shop Drawings and Samples.* Review or take other appropriate action in respect to Shop Drawings, Samples, and other data that contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

☒ Yes

☐ No

8. *Substitutes.* Consult with and advise CLIENT concerning, and determine the acceptability of, substitute materials and equipment proposed by contractor.

☒ Yes

☐ No

9. *Inspections and Tests.* Make recommendations to CLIENT concerning special inspections or tests of the Work, and the receipt and review of certificates of inspections, testing, and approvals required by laws and regulations and the Contract Documents (but only to determine generally that the results certified indicate compliance with the Contract Documents).



- ☒ Yes      10. *Disagreements between CLIENT and Contractor.* Assist CLIENT in rendering formal written decisions on claims of CLIENT and contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. In assisting in such decisions, J-U-B shall not be liable in connection with any decision rendered in good faith.
- ☐ No
- 
- ☒ Yes      11. *Applications for Payment.* Based on J-U-B's on-site observations as an experienced and qualified design professional, and upon written request of CLIENT, review Applications for Payment and the accompanying supporting documentation. Assist CLIENT in determining the amounts owed to contractor and, if requested by CLIENT, recommend in writing to CLIENT that payments be made to contractor in such amounts. Such recommendations of payment will constitute a representation to CLIENT that, to the best of J-U-B's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, and subject to any subsequent tests called for in the Contract Documents or to any other qualification stated in the recommendation), and the conditions precedent to contractor's being entitled to such payments appear to have been fulfilled insofar as it is J-U-B's responsibility to observe the Work. In the case of unit price Work, J-U-B's recommendation of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents). By recommending any payment and after reasonable inquiry, J-U-B shall not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by J-U-B to check the quality or quantity of the Work as it is furnished and provided beyond the responsibilities specifically assigned to J-U-B in this Agreement and the Contract Documents. J-U-B's review of the Work for the purposes of recommending payments will not impose on J-U-B the responsibility to supervise, direct, or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or contractor's compliance with laws and regulations applicable to its furnishing and performing the Work. J-U-B's review will also not impose responsibility on J-U-B to make any examination to ascertain how or for what purposes contractor has used monies paid to contractor by CLIENT; to determine that title to any of the Work, including materials or equipment, has passed to CLIENT free and clear of any lien, claims, security interests, or encumbrances; or that there may not be other matters at issue between CLIENT and contractor that might affect the amount that should be paid.
- ☐ No
- 
- ☒ Yes      12. *Contractor's Completion Documents.* Receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals, Shop Drawings, Samples, other data approved, and the annotated record documents which are to be assembled by contractor in accordance with the Contract Documents (such review will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspection, tests, or approvals indicates compliance with, such Contract Documents); transmit them to CLIENT with written comments.
- ☐ No
- 
- ☒ Yes      13. *Substantial Completion.* Promptly after notice from CLIENT that contractor considers the Work for this part of the Project is ready for its intended use, in company with CLIENT and contractor, conduct a site visit to determine if the Work is substantially complete. Provide recommendation to CLIENT relative to issuance of Certificate of Substantial Completion.
- ☐ No
- 
- ☒ Yes      14. *Final Notice of Acceptability of the Work.* Assist CLIENT in conducting a final inspection to determine if the completed Work is acceptable so that J-U-B may recommend, in writing, that final payment be made to contractor.
- ☐ No
- 
- ☒ Yes      15. *Additional Tasks.* Perform or provide the following additional construction phase tasks or deliverables as delineated in Attachment 1 – Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.
- ☐ No

*General Limitation of Responsibilities.* J-U-B shall not be responsible for the acts or omissions of any contractor or of any of their subcontractors, suppliers, or any other individual or entity performing or furnishing any of the Work. J-U-B shall not be responsible for failure of any contractor to perform or furnish the Work in accordance with the Contract Documents. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.

J-U-B's Construction Phase Services will be considered complete on the date of Final Notice of Acceptability of the Work.

## Post-Construction Phase

After receiving authorization from CLIENT to proceed with the post-construction phase, J-U-B may:

- ☒ Yes      1.    *Testing/Adjusting Systems.* Provide assistance in connection with the testing and adjusting of equipment or systems.  
☐ No
- ☒ Yes      2.    *Operate/Maintain Systems.* Assist CLIENT in coordinating training for CLIENT's staff to operate and maintain equipment and systems.  
☐ No
- ☐ Yes      3.    *Control Procedures.* Assist CLIENT in developing procedures for control of the operation and maintenance of, and recordkeeping for, equipment and systems.  
☒ No
- ☒ Yes      4.    *O&M Manual.* Assist CLIENT in preparing operating, maintenance, and staffing manuals.  
☐ No
- ☒ Yes      5.    *Defective Work.* Together with CLIENT, visit the Project to observe any apparent defects in the Work, assist CLIENT in consultations and discussions with contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.  
☐ No
- ☐ Yes      6.    *Record Surveying.* Provide field surveying of readily accessible elements of the final completed construction to supplement the preparation of Record Drawings.  
☒ No
- ☒ Yes      7.    *Record Drawings.* Furnish a set of reproducible prints of Record Drawings showing significant changes made during the construction process, based on the annotated record documents for the Project furnished by the contractor.  
☐ No
- ☒ Yes      8.    *Warranty Inspection.* In company with CLIENT or CLIENT's representative, provide an inspection of the Project within one month before the end of the contractor correction period to ascertain whether any portion of the Work is subject to correction.  
☐ No
- ☒ Yes      9.    *Additional Tasks.* Perform or provide the following additional post-construction phase tasks or deliverables as listed in Attachment 1 - Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.  
☐ No

The Post-Construction Phase Services may commence during the construction phase and, if not otherwise modified by the mutual agreement of CLIENT and J-U-B, will terminate at the end of the correction period.

## CONSTRUCTION PHASE ADDITIONAL SERVICES

If authorized by CLIENT and expressly agreed by J-U-B; or, if performed by J-U-B with the knowledge of the CLIENT after the signing of the Agreement for Professional Services, J-U-B shall furnish or obtain from others Additional Services of the types listed in this paragraph:

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by CLIENT if the resulting change in compensation for Construction Phase Services is not commensurate with the Services rendered; Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by contractor and Services after the award of the contract; Services in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor; and Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of material equipment, or energy shortages.
2. Services involving out-of-town travel required of J-U-B other than visits to the Site or CLIENT's office.
3. Assistance in connection with bid protests, rebidding, or renegotiating the Construction Agreement.
4. Services in connection with any partial utilization of the Work by CLIENT prior to Substantial Completion.
5. Additional or extended Services during construction of the Work made necessary by (a) emergencies or acts of God endangering or delaying the Work, (b) the discovery of constituents of concern, (c) Work damaged by fire or other cause during construction, (d) a significant amount of defective Work, (e) acceleration of the progress schedule involving Services beyond normal working hours, and (f) default by contractor, including extensions of the construction period.
6. Evaluating an unreasonable number of claims submitted by contractor or others in connection with the Work.
7. Protracted or extensive assistance in refining and adjusting any equipment or system (such as initial startup, testing, adjusting, and balancing).
8. Services or consultations after completion of the construction phase, such as excessive inspections during any correction period and reporting observed discrepancies under guarantees called for in the Construction Agreement for the Work (except as agreed to under Construction Phase Services).
9. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation, arbitration, or other legal or administrative proceeding involving the Project to which J-U-B has not been made a party.
10. Additional Services in connection with the Work, including Services which are to be furnished by CLIENT and Services not otherwise provided for in this Agreement.

## RESIDENT PROJECT REPRESENTATIVE

If provided as part of Construction Phase Services, J-U-B shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist J-U-B in observing progress and quality of the Work. The RPR, assistants, and other field staff may provide full-time representation or may provide representation to a lesser degree.

Through such additional observations of the Work and field checks of materials and equipment by the RPR and assistants, J-U-B shall endeavor to provide further protection for CLIENT against defects and deficiencies in the Work. It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s)' Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s)' failure to furnish and perform their Work in accordance with the Contract Documents.

The RPR's duties under this Agreement shall be strictly limited to the following:

1. *General.* RPR is J-U-B's agent at the Site, will act as directed by and under the supervision of J-U-B, and will confer with J-U-B regarding RPR's actions.
2. *Schedules.* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by contractor and consult with CLIENT concerning acceptability of such schedules.
3. *Conferences and Meetings.* When requested by CLIENT to do so, attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings.
4. *Liaison.* Serve as J-U-B's liaison with CLIENT.

5. *Interpretation of Contract Documents.* Report to CLIENT when clarifications and interpretations of the Contract Documents are needed.
6. *Shop Drawings and Samples.* Receive and record date of receipt of reviewed Samples and Shop Drawings.
7. *Modifications.* Consider and evaluate contractor's suggestions for modifications to Drawings or Specifications and report, with RPR's recommendations, to CLIENT. Transmittal to contractor of written decisions as issued by J-U-B will be in writing.
8. *Review of Work and Rejection of Defective Work.*
  - a) Conduct on-site observations of the Work to assist J-U-B in determining if the Work is, in general, proceeding in accordance with the Contract Documents.
  - b) Report to CLIENT whenever RPR believes that any part of the Work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents; has been damaged; or does not meet the requirements of any inspection, test, or approval required to be made. Advise CLIENT of that part of the Work that RPR believes should be corrected, rejected, or uncovered for observation, or that requires special testing, inspection, or approval.
9. *Inspections, Tests, and System Startups.*
  - a) Advise CLIENT in advance of scheduled major inspections, tests, and system start-ups for important phases of the Work.
  - b) Verify that tests, equipment, and system start-ups and operating and maintenance training is conducted in the presence of appropriate personnel and that contractor maintain adequate records thereof.
  - c) Observe, record, and report to CLIENT appropriate details relative to the test procedures and system start-ups.
  - d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to CLIENT.
10. *Records.*
  - a) Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, J-U-B's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals, and other Project-related documents.
  - b) Prepare a daily report or keep a diary or log book, recording contractor's and subcontractors' hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; furnish copies of such records to CLIENT.
  - c) Maintain accurate, up-to-date lists of the names, addresses, e-mail addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.
  - d) Maintain records for use in preparing documentation of the Work.
  - e) Upon completion of the Work with respect to the Project, furnish a complete set of all RPR Project documentation to CLIENT.

11. *Reports.*

- a) Furnish to CLIENT periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b) Present to CLIENT proposed Change Orders, Work Change Directives, and Field Orders.
- c) Furnish to CLIENT copies of all inspection, test, and system startup reports.
- d) Report immediately to CLIENT the occurrence of any Site accidents, emergencies, acts of God endangering the Work, property damaged by fire or other causes, and the discovery or presence of any constituents of concern.

12. *Payment Request:* Review Applications for Payment for compliance with the established procedure for their submission and forward with recommendations to CLIENT, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site, but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals.* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals, and other data required by the Specifications to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to CLIENT for review.

14. *Completion.*

- a) Before issuing a Certificate of Substantial Completion, submit to CLIENT a list of observed items requiring completion or correction.
- b) Observe whether contractor has arranged for inspections required by laws and regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Project.
- c) Participate in a final inspection in the company of CLIENT and contractor and prepare a final list of items to be completed or corrected with respect to the Work.
- d) Observe whether all items on final list have been completed or corrected and make recommendations to CLIENT concerning acceptance and issuance of CLIENT's Final Notice of Acceptability of the Work.

The RPR shall not:

- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of J-U-B's authority as set forth in the Agreement for Professional Services .
- 3. Undertake any of the responsibilities of contractor, subcontractors, suppliers, or contractor's superintendent.
- 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction or of the Work, unless such advice or directions are specifically required by the Contract Documents.
- 5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of CLIENT or contractor.
- 6. Participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized.
- 7. Accept Shop Drawing or Sample submittals from anyone other than J-U-B.
- 8.. Authorize CLIENT to occupy the Work in whole or in part.

## CLIENT'S RESPONSIBILITIES

Except as otherwise provided herein or in the Agreement for Professional Services, CLIENT shall do the following in a timely manner so as not to delay the Services of J-U-B and shall bear all costs incident thereto:

1. Provide, as may be required for the Project, such legal services as CLIENT may require or J-U-B may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by contractor.
2. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and Substantial Completion, final payment, and other inspections.
3. Give prompt written notice to J-U-B whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of J-U-B's Services, or any defect or nonconformance in J-U-B's Services or in the Work of any contractor.
4. Render all final decisions related to: 1) changes or modifications to the terms of the construction contract, 2) acceptability of the Work, and 3) claims or Work stoppages.
5. Unless included in J-U-B Scope of Services, provide construction staking and materials testing services for the project.

The Client agrees to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The Client further agrees to require all contractors to have their CGL policies endorsed to name the Client, the Consultant and its sub-consultants as Additional insureds, on a primary and noncontributory basis, and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The Client shall require all contractors to furnish to the Client and the Consultant certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the Client shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the Client, the Consultant and its sub consultants from and against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors.

## INDEMNIFICATION

In addition to any other limits of indemnification agreed to between the Parties, CLIENT agrees to indemnify and hold harmless J-U-B, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work. This is to include, but not to be limited to any such claim, cost, loss, or damage that is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by any negligent act or omission of contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, as well as any general, special or other economic damages resultant from Work stoppages or delays that are caused in whole or part by J-U-B's exercise of the rights and duties as agreed herein (Construction Phase Services).

CLIENT agrees that CLIENT will cause to be executed any such agreements or contracts with contractors, subcontractors or suppliers to effectuate the intent of this part before any Work is commenced on the Project; if CLIENT negligently fails to do so, CLIENT agrees to fully indemnify J-U-B from any liability resulting therefrom, to include, but not to be limited to, all costs relating to tendering a defense to any such claims made.

OTHER BUSINESS

**CITY COUNCIL  
STAFF REPORT**

**DATE:** December 4, 2018  
**FROM:** Randy Adams, Chief Civil Deputy City Attorney  
**SUBJECT:** Parking Garage Transfer of Title

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**DECISION POINT:** Should the City Council accept the transfer of title via Quit Claim Deed for the Parking Garage from ignite cda and enter into a Parking Garage Transfer Agreement?

**HISTORY:** Ignite cda (hereinafter referred to as “ignite”) owns or controls certain real property in the City of Coeur d’Alene and situated within ignite’s Lake District Project Area pursuant to ignite’s Lake District Redevelopment Plan (the “Plan”). The subject real property is contiguous to certain property owned by the City and a parking garage has been constructed has been constructed with ignite funds on the properties. Ignite’s property (collectively the “Property”) is more particularly described as follow:

- 213 N. 4<sup>th</sup> Street: CDA & Kings Addition, S. 25 feet, Lots 5 and 6, Block H, URD Lake District 1997;
- 214 N. 3<sup>rd</sup> Street: CDA & Kings Addition, Lot 1, Block H, URD Lake District 1997; and
- 308 E. Coeur d’Alene Avenue: CDA & Kings Addition, Lot 2, Block H, URD Lake District 1997.

At its November 21, 2018 meeting, ignite voted to transfer the Property and Parking Garage to the City via Quit Claim Deed for use as public parking in accordance with the Plan, as authorized by Idaho Code Section 50-2015(f). The transfer will also involve the execution of a Parking Garage Transfer Agreement with ignite.

**FINANCIAL ANALYSIS:** Upon transfer of the Property and Parking Garage, the City will be responsible for the maintenance of the Parking Garage and will receive revenue from parking fees generated by the Parking Garage. Maintenance will be paid for by the Parking Fund and the revenue will go into the Parking Fund.

**PERFORMANCE ANALYSIS:** The City and ignite joined together on the Parking Garage project for the purpose of increasing the available parking in the downtown corridor. The parties planned that the Property and the Parking Garage would be owned by the City upon its completion. The acceptance of the transfer and Deed and the execution of the Parking Garage Transfer Agreement are the final steps in the process.

**DECISION POINT/RECOMMENDATION:** Council should accept the transfer of title via Quit Claim Deed for the Property and the Parking Garage from ignite, and authorize the Mayor to execute the Parking Garage Transfer Agreement on behalf of the City.



RESOLUTION NO. 18-062

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, AUTHORIZING A PARKING GARAGE TRANSFER AGREEMENT FOR THE TRANSFER OF THE PARKING GARAGE & PROPERTY LOCATED IN IGNITE CDA'S LAKE DISTRICT AND ACCEPTING A QUITCLAIM DEED FOR THE PROPERTY.

WHEREAS, staff has recommended that the City of Coeur d'Alene enter into an Agreement with the Coeur d'Alene Urban Renewal Agency, dba Ignite CDA (formerly doing business as Lake City Development Corporation or LCDC), accepting the transfer of the parking garage & property, 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 that the City accept a Quitclaim Deed for the property, a copy of which is attached hereto as Exhibit "2"; 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 and accept such Deed;

NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council of the City of Coeur d'Alene that the City enter into an Agreement for the transfer of the parking garage & property from the Coeur d'Alene Urban Renewal Agency, dba Ignite CDA, and accept a quitclaim deed for the property, in substantially the form attached hereto as Exhibits "1" and "2" 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 December, 2018.

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Steve Widmyer, Mayor

ATTEST:

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Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOOKIN Voted \_\_\_\_\_

COUNCIL MEMBER MCEVERS Voted \_\_\_\_\_

COUNCIL MEMBER MILLER Voted \_\_\_\_\_

COUNCIL MEMBER EDINGER Voted \_\_\_\_\_

COUNCIL MEMBER EVANS Voted \_\_\_\_\_

COUNCIL MEMBER ENGLISH Voted \_\_\_\_\_

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

## PARKING GARAGE TRANSFER AGREEMENT

THIS PARKING GARAGE TRANSFER AGREEMENT (“**Agreement**”) is entered into as of the 4<sup>th</sup> day of December, 2018, by and between the Coeur d’Alene Urban Renewal Agency, dba ignite cda, an independent public body corporate and politic of the State of Idaho (“**ignite**”), and the City of Coeur d’Alene, Kootenai County, Idaho, a body politic and corporate duly organized, operating and existing under the laws of the State of Idaho (the “**City**”). The City and ignite may be collectively referred to herein as the “Parties” and individually referred to as a “Party.”

A. Ignite owns or controls certain real property in Kootenai County, State of Idaho, situated within ignite’s Lake District Project Area pursuant to ignite’s Lake District Redevelopment Plan (the “Plan”), which real property is contiguous to certain property owned by the City and upon which a parking garage has been constructed. Ignite’s property (collectively the “**Property**”) is more particularly described as follow:

- 213 N. 4<sup>th</sup> Street: CDA & Kings Addition, S. 25 feet, Lots 5 and 6, Block H, URD Lake District 1997;
- 214 N. 3<sup>rd</sup> Street: CDA & Kings Addition, Lot 1, Block H, URD Lake District 1997; and
- 308 E. Coeur d’Alene Avenue: CDA & Kings Addition, Lot 2, Block H, URD Lake District 1997.

B. Ignite desires to transfer the Property to the City for use as a public parking garage in accordance with the Plan, as authorized by Idaho Code Section 50-2015(f) (the “Act”).

C. The City desires to accept the transfer of the Property and to comply with the Act.

**NOW, THEREFORE**, in consideration of the above recitals, which are incorporated into this Agreement; the mutual covenants contained herein; and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Effective Date.** The effective date of this Agreement shall be the date when this Agreement has been signed by ignite and the City, and shall continue until completion of all obligations hereunder of each Party.

2. **Transfer of Property.** Ignite agrees to transfer the Property to the City pursuant to the terms of the Quitclaim Deed in the form attached to this Agreement as **Exhibit A** attached hereto and incorporated herein by reference. The City agrees to accept the Property pursuant to the Quitclaim Deed.

3. **Obligations of City.** Pursuant to the Act, the City, as transferee of the Property, agrees to use the Property as a public parking garage, which is a purpose designated in the Plan. Additionally, the City hereby covenants that it will not take any action or omit to take any action with respect to the tax-exempt note issued to finance the parking garage (the “Note”), the

proceeds thereof, or the Project financed by the proceeds of the Note if such action or omission (i) would cause the interest on the Note to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), (ii) would cause interest on the Note to lose its exclusion from alternative minimum taxable income as defined in Section 55(b)(2) of the Code, or (iii) would cause interest on the Note to lose its exclusion from State taxable income under present State law. The foregoing covenant shall remain in full force and effect notwithstanding the payment in full or defeasance of the Note until the date on which all obligations of ignite in fulfilling the above covenant under the Code have been met.

4. **Successors.** This Agreement shall be binding on the heirs, successors, assigns, and personal representatives of the Parties hereto.

5. **Captions and Headings.** The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions, or agreements contained herein.

6. **No Joint Venture or Partnership.** The City and ignite agree that nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making ignite and the City a joint venture or partners.

7. **Applicable Law/Attorney Fees.** This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho. Should any legal action be brought by either Party because of breach of this Agreement or to enforce any provision of this Agreement, the action shall be brought in Kootenai County, Idaho, and the prevailing Party shall be entitled to reasonable attorney fees, court costs, and such other costs as may be found by the court.

8. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the Parties with respect to the Property.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement the day and year written below, to be effective the day and year first above written.

**CITY OF COEUR D'ALENE  
KOOTENAI COUNTY, IDAHO**

**COEUR D'ALENE URBAN RENEWAL  
AGENCY dba IGNITE CDA**

By: \_\_\_\_\_  
Steve Widmyer, Mayor

By: \_\_\_\_\_  
Scott Hoskins, Chair

**ATTEST:**

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

EXHIBIT A  
FORM OF QUITCLAIM DEED

Recording Requested By and  
When Recorded Return to:

City of Coeur d'Alene  
710 E. Mullan Avenue  
Coeur d'Alene, ID 83814

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SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**QUITCLAIM DEED  
(INCLUDING AFTER-ACQUIRED PROPERTY)**

FOR VALUE RECEIVED, Coeur d'Alene Urban Renewal Agency, dba ignite cda, an independent public body corporate and politic of the State of Idaho (hereinafter "**Grantor**"), does by these presents convey, remise, release and forever quitclaim unto City of Coeur d'Alene, Kootenai County, Idaho (hereinafter "**Grantee**"), which has a current mailing address of 710 E. Mullan Avenue, Coeur d'Alene, ID, 83814, in the real property situated in the County of Kootenai, State of Idaho, more particularly described in **Exhibit A** attached hereto, incorporated herein, and by this reference made a part hereof.

TOGETHER WITH all right, title and interest which Grantor now has or may hereafter acquire in the buildings, structures, improvements, rights of way, easements, tenements, hereditaments, water rights and appurtenances thereunto belonging, reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD the same unto the Grantee and to Grantee's successors and assigns forever.

IN WITNESS WHEREOF, Grantor has hereunto set his hand the day and year first above written.

**GRANTOR:**

COEUR D'ALENE URBAN RENEWAL  
AGENCY, dba ignite cda, an independent public  
body corporate and politic

By: \_\_\_\_\_  
Scott Hoskins, Chair

[illegible]

On this \_\_\_\_ day of December, 2018, before me, the undersigned, a Notary Public in and for said state, personally appeared **Scott Hoskins**, known or identified to me to be the Chair of the Coeur d'Alene Urban Renewal Agency, dba ignite cda, an independent public body corporate and politic, the entity that executed the within instrument or the person who executed the instrument on behalf of said entity, and acknowledged to me that such entity executed the same.

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 \_\_\_\_\_

## **EXHIBIT A**

- 213 N. 4<sup>th</sup> Street: CDA & Kings Addition, S. 25 feet, Lots 5 and 6, Block H, URD Lake District 1997;
- 214 N. 3<sup>rd</sup> Street: CDA & Kings Addition, Lot 1, Block H, URD Lake District 1997; and
- 308 E. Coeur d'Alene Avenue: CDA & Kings Addition, Lot 2, Block H, URD Lake District 1997.



RESOLUTION NO. 18-063

A RESOLUTION OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO AUTHORIZING AN ANNEXATION AGREEMENT WITH THE COEUR D'ALENE SCHOOL DISTRICT FOR PROPERTY LOCATED AT, AND COMMONLY KNOWN AS, 1914, 1959, AND 2008 W. PRAIRIE AVENUE.

WHEREAS, an annexation agreement has been negotiated between the City of Coeur d'Alene and the Coeur d'Alene School District, pursuant to the terms and conditions set forth in said agreement, a copy of which is attached hereto as Exhibit "1" and by this 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 that the City enter into an annexation agreement with the Coeur d'Alene School District 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 of Coeur d'Alene.

DATED this 4<sup>th</sup> day of December, 2018.

---

Steve Widmyer, Mayor

ATTEST:

---

Renata McLeod, City Clerk

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

ROLL CALL:

COUNCIL MEMBER GOOKIN Voted \_\_\_\_\_

COUNCIL MEMBER MCEVERS Voted \_\_\_\_\_

COUNCIL MEMBER EVANS Voted \_\_\_\_\_

COUNCIL MEMBER EDINGER Voted \_\_\_\_\_

COUNCIL MEMBER MILLER Voted \_\_\_\_\_

COUNCIL MEMBER ENGLISH Voted \_\_\_\_\_

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

ANNEXATION AGREEMENT  
2008, 1950 & 1914 W. PRAIRIE AVENUE  
A-3-18

THIS AGREEMENT is made and dated this \_\_\_\_ day of December, 2018, by and between the City of Coeur d'Alene, a municipal corporation organized pursuant to the laws of the state of Idaho, hereinafter referred to as the "City," and ***The Coeur d'Alene School District #271, a public entity***, organized pursuant to the laws of the State of Idaho, with its address at 1400 N. Northwood Center Ct., Coeur d'Alene, Idaho, hereinafter referred to as the "Owner."

W I T N E S S E T H:

WHEREAS, the Owner owns three parcels of land adjacent to the city limits of the City, which the Owner wishes to develop and which are known as 2008, 1950, and 1914 W. Prairie Avenue, and the Owner has applied for annexation to the City, and said parcels to be annexed are more particularly described in paragraph 1.1 hereof (hereinafter jointly referred to as "the Property") and incorporated by reference into the substantive portions of this Agreement; and

WHEREAS, the Coeur d'Alene Planning and Zoning Commission has approved, subject to the successful completion of the annexation process, zoning of R-8 in advance of annexation and a special use permit for community education for the Property. Copies of the approved Findings and Order are attached hereto as Exhibits "A" and "B" and are incorporated by reference into the substantive portion of this Agreement; and

WHEREAS, the Mayor and City Council of the City have determined that it would be in the best interests of the City and the citizens thereof to annex the Property subject to the Owner performing the conditions hereinafter set forth;

NOW, THEREFORE,

IN CONSIDERATION of the covenants and conditions set forth herein, the parties agree as follows:

ARTICLE I: LEGAL DESCRIPTION

1.1. Legal description: The property is described as a +/- 7.18 acre property known as 2008, 1950 and 1914 Prairie Avenue and legally described as:

Parcel 1: The West half of the West half of Tract 316, HAYDEN LAKE IRRIGATED TRACTS, according to the plat recorded in the office of the County Recorder in Book C of Plats at Page 67, records of Kootenai County, Idaho.

Parcel 2: The East half of the West half and that portion of the East half lying West of Tax # 21262 Tract 316, HAYDEN LAKE IRRIGATED TRACTS, according to the plat recorded in the office of the County Recorder in Book C of Plats at Page 67, records of Kootenai County,

Idaho. Parcel 3: The East Quarter of Tract 317 of HAYDEN LAKE IRRIGATED TRACTS, according to the official plat thereof filed in Book "C" of Plats at Page(s) 66 and 67 official records of Kootenai County, Idaho.

## ARTICLE II: STANDARDS

2.1. Applicable standards: The Owner agrees that all laws, standards, policies and procedures regarding public improvement construction that the Owner is required to comply with or otherwise meet pursuant to this Agreement or City codes shall be those in effect at the time of plan approval. The Owner further waives any right the Owner may have regarding the date used to determine what public improvements; construction laws, standards, policies and procedures shall apply.

## ARTICLE III. UTILITIES

3.1. Sewer: The Owner agrees to use the City's sanitary sewer systems for this development. The Owner will ensure that the property is connected to the City's sanitary sewer system and further agrees to fully comply with all City policies for its wastewater system.

3.2. Garbage collection: The Owner agrees that upon the expiration of the existing term of any contract to provide garbage collection services to the Property, that the Owner will begin using the garbage collection service in effect within the City of Coeur d'Alene, which garbage collection service shall be identified by the City.

3.3. Street lights: The Owner agrees to adhere to City policies and standards for street light design and construction.

3.4. Street Trees: The Owner agrees to adhere to City policies and standards for street trees.

3.5. Access and Utility Service: *language being negotiated*

## ARTICLE IV: PUBLIC IMPROVEMENTS

4.1. Installation of public improvements: The Owner further agrees prior to occupancy of the Property, and prior to issuance of any building permits for the Property, the Owner shall submit plans for approval and construct and install, or otherwise secure the required construction and installation in a manner acceptable to the City, of all improvements required by this Agreement or by City code including but not limited to sanitary sewer improvements, storm water disposal, water lines, hydrants, monumentation, grading, subbase, paving, curbs, dry utility conduit, street lights, pedestrian/bicycle paths and sidewalks. The City shall have no obligation, if any exists, for maintenance of improvements until such time as the City formally accepts the improvements.

## ARTICLE V: FEES

5.1. Fees: The Owner shall be responsible for all required fees and charges including but not necessarily limited to sanitary sewer connection (capitalization) fee(s), building permit fees, and any applicable impact fees that may be imposed. Fees referred to in this paragraph are set forth by Municipal Ordinance and/or resolution and arise independent of this Agreement.

5.2. Owner's reimbursement to the City: The parties further agree that the City has utilized substantial staff time to prepare this Agreement that will benefit the Owner. The parties further agree the City shall be reimbursed a reasonable fee for its costs to prepare such Agreement. The parties further agree that such fee shall be in the amount of Eight Hundred Dollars and no/100 Dollars (\$800.00).

## ARTICLE VI. MISCELLANEOUS

6.1. Joint Use Agreement: *language being negotiated*

6.2. Deannexation: Owner agrees that in the event the Owner fails to comply with the terms of this Agreement, defaults, is otherwise in breach of this Agreement, the City may deannex and terminate utility services without objection from Owner, assigns or successors in interest of such portions of Owner's Property as City in its sole discretion decides.

6.3. Owner to hold City harmless: *language being negotiated*

6.4. Time is of the essence: Time is of the essence in this Agreement.

6.5. Merger: The representations, warranties, covenants, conditions and agreements of the parties contained in the Agreement shall survive the acceptance of any deeds and/or easements.

6.6. Recordation: The Owner further agrees this Agreement shall be recorded by the City at the Owner's expense. All promises and negotiations of the parties merge into this Agreement. The parties agree that this Agreement shall only be amended in writing and signed by both parties. The parties agree that this Agreement shall not be amended by a change in any law. The parties agree this Agreement is not intended to replace any other requirement of City code.

6.7. Section headings: The section headings of this Agreement are for clarity in reading and not intended to limit or expand the contents of the respective sections to which they appertain.

6.8. Compliance with applicable laws: The Owner agrees to comply with all applicable laws.

6.9. Covenants run with land: The covenants herein contained to be performed by the Owner shall be binding upon the Owner and Owner's heirs, assigns and successors in interest,

and shall be deemed to be covenants running with the land. This document shall be recorded at the Kootenai County Recorder's Office at the sole cost of the Owner.

6.10. Publication of ordinance: The parties agree that until the date of publication of the annexation ordinance, no final annexation of Owner's Property shall occur. Upon proper execution and recordation of this Agreement, the City will, to the extent lawfully permitted, adopt and thereafter publish an ordinance annexing Owner's Property.

6.11. Promise of cooperation: Should circumstances change, operational difficulties arise or misunderstandings develop, the parties agree to meet and confer at the request of either party to discuss the issue and proposed solutions. Further, each party agrees not to bring a claim, initiate other legal action or suspend performance without meeting directly with the other party regarding the subject matter of the disagreement.

IN WITNESS WHEREOF, the City of Coeur d'Alene has caused this Agreement to be executed by its Mayor and City Clerk and its corporate seal affixed hereto, and the Coeur d'Alene School District has caused the same to be executed the day and year first above written.

**CITY OF COEUR D'ALENE**

**COEUR D'ALENE SCHOOL DISTRICT**

By: \_\_\_\_\_  
Steve Widmyer, Mayor

By: \_\_\_\_\_

**ATTEST:**

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



# EXHIBIT "A"

## COEUR D'ALENE PLANNING COMMISSION

### FINDINGS AND ORDER

SP-10-18

#### A. INTRODUCTION

This matter having come before the Planning Commission on September 11, 2018 and there being present a person requesting approval of ITEM: SP-10-18 an Community Education Special Use Permit in the R-8 zoning district.

APPLICANT: COEUR D'ALENE SCHOOL DISTRICT #271

LOCATION: THREE PARCELS WEST OF RAMSEY RD., LOCATED SOUTH OF PRAIRIE AVE., COMMONLY KNOWN AS 1914, 1950, AND 2008 W. PRAIRIE AVE.

#### B. FINDINGS: JUSTIFICATION FOR THE DECISION/CRITERIA, STANDARDS AND FACTS RELIED UPON

(The Planning Commission may adopt Items B1 to B7.)

- B1. That the existing land uses are commercial and residential.
- B2. That the Comprehensive Plan Map designation Transition Ramsey-Woodland Today.
- B3. That the zoning is R-8.
- B4. That the notice of public hearing was published on, August 25, 2018, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was posted on the property on August 24, 2018, which fulfills the proper legal requirement.
- B6. That the notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property.
- B7. That public testimony was heard on September 11, 2018.



B8. Pursuant to Section 17.09.220, Special Use Permit Criteria, a special use permit may be approved only if the proposal conforms to all of the following criteria to the satisfaction of the Planning Commission:

B8A. The proposal is in conformance with the comprehensive plan, as follows:

- **Objective 1.11- Community Design:**  
Employ current design standards for development that pay close attention to context, sustainability, urban design, and pedestrian access and usability throughout the city.
- **Objective 1.12 - Community Design:**  
Support the enhancement of existing urbanized areas and discourage sprawl.
- **Objective 1.13 - Open Space:**  
Encourage all participants to make open space a priority with every development and annexation.
- **Objective 1.14 - Efficiency:**  
Promote the efficient use of existing infrastructure, thereby reducing impacts to undeveloped areas.
- **Objective 1.16 - Connectivity:**  
Promote bicycle and pedestrian connectivity and access between neighborhoods, open spaces, parks, and trail systems.
- **Objective 2.05 - Pedestrian & Bicycle Environment:**  
Plan for multiple choices to live, work, and recreate within comfortable walking/biking distances.
- **Objective 3.01 - Managed Growth:**  
Provide for a diversity of suitable housing forms within existing neighborhoods to match the needs of a changing population
- **Objective 3.05 - Neighborhoods:**  
Protect and preserve existing neighborhoods from incompatible land uses and developments.
- **Objective 3.16 - Capital Improvements:**  
Ensure infrastructure and essential services are available prior to approval for properties seeking development.
- **Objective 3.18 - Transportation:**  
Provide accessible, safe and efficient traffic circulation for motorized, bicycle and pedestrian modes of transportation, requesting input from authoritative districts and neighboring communities when applicable.
- **Objective 4.02 - City Services:**  
Provide quality services to all of our residents (potable water, sewer and stormwater systems, street maintenance, fire and police protection, street lights, recreation, recycling and trash collection).

- **Objective 4.06 - Public Participation:**  
Strive for community involvement that is broad-based and inclusive, encouraging public participation in the decision making process.

B8B. The design and planning of the site is compatible with the location, setting, and existing uses on adjacent properties. This is based on the staff report describing the site as flat, which fills an urgent need for a school in this area. Planning Commission is aware there are pieces of the puzzle that need to fall into place through the Lakes Highway District, Hayden Lake Irrigation, and Vista Meadows for access to utilities and Prairie Ave. The school district representative indicated that the annexation (filed in conjunction with this special use permit) would not proceed to City Council until formal agreements were approved.

B8C The location, design, and size of the proposal are such that the development will be adequately served by future streets, public facilities and services based on the information given from the applicant and staff's presentations.

#### **C. ORDER: CONCLUSION AND DECISION**

The Planning Commission, pursuant to the aforementioned, finds that COEUR D'ALENE SCHOOL DISTRICT 271 for a special use permit, as described in the application should be approved.

Special conditions applied are as follows:

##### **PARKS:**

1. The 2017 Trails and Bikeways Masterplan requires a 12 foot trail along Prairie Avenue on the north side of the property and must be installed at the time of development.


Motion by Fleming, seconded by Luttrupp, to adopt the foregoing Findings and Order.

##### ROLL CALL:

Commissioner Fleming	Voted Yes
Commissioner Ingalls	Voted Yes
Commissioner Luttrupp	Voted Yes
Commissioner Mandel	Voted Yes
Commissioner Ward	Voted Yes

Commissioner Rumpler was absent.

Motion to approve carried by a 5 to 0 vote.

  
CHAIRMAN TOM MESSINA

# EXHIBIT "B"

## COEUR D'ALENE CITY COUNCIL FINDINGS AND ORDER

### A. INTRODUCTION

This matter having come before the City Council on November 6, 2018 and there being present a person requesting approval of ITEM A-3-18, a request for zoning prior to annexation from County Agricultural to City R-8.

APPLICANT: COEUR D'ALENE SCHOOL DISTRICT #271

LOCATION: THREE PARCELS WEST OF RAMSEY RD., LOCATED SOUTH OF PRAIRIE AVE., COMMONLY KNOWN AS 1914, 1950, AND 2008 W. PRAIRIE AVE.

### B. FINDINGS: JUSTIFICATION FOR THE DECISION/CRITERIA, STANDARDS AND FACTS RELIED UPON (The City Council may adopt Items B1 to B7.)

- B1. That the existing land uses are commercial and residential.
- B2. That the Comprehensive Plan Map designation is Transition Ramsey Woodland Today.
- B3. That the zoning is County Agricultural.
- B4. That the notice of public hearing was published on October 16, 2018, which fulfills the proper legal requirement.
- B5. That the notice of public hearing was not required to be posted, which fulfills the proper legal requirement.
- B6. That notices of public hearing were mailed to all property owners of record within three-hundred feet of the subject property.
- B7. That public testimony was heard on November 6, 2018.

B8. That this proposal is in conformance with the Comprehensive Plan policies as follows:

- **Objective 1.11- Community Design:**  
Employ current design standards for development that pay close attention to context, sustainability, urban design, and pedestrian access and usability throughout the city.
- **Objective 1.12 - Community Design:**  
Support the enhancement of existing urbanized areas and discourage sprawl.
- **Objective 1.13 - Open Space:**  
Encourage all participants to make open space a priority with every development and annexation.
- **Objective 1.14 - Efficiency:**  
Promote the efficient use of existing infrastructure, thereby reducing impacts to undeveloped areas.
- **Objective 1.16 - Connectivity:**  
Promote bicycle and pedestrian connectivity and access between neighborhoods, open spaces, parks, and trail systems.
- **Objective 2.05 - Pedestrian & Bicycle Environment:**  
Plan for multiple choices to live, work, and recreate within comfortable walking/biking distances.
- **Objective 3.01 - Managed Growth:**  
Provide for a diversity of suitable housing forms within existing neighborhoods to match the needs of a changing population
- **Objective 3.05 - Neighborhoods:**  
Protect and preserve existing neighborhoods from incompatible land uses and developments.
- **Objective 3.16 - Capital Improvements:**  
Ensure infrastructure and essential services are available prior to approval for properties seeking development.
- **Objective 3.18 - Transportation:**  
Provide accessible, safe and efficient traffic circulation for motorized, bicycle and pedestrian modes of transportation, requesting input from authoritative districts and neighboring communities when applicable.
- **Objective 4.02 - City Services:**  
Provide quality services to all of our residents (potable water, sewer and storm water systems, street maintenance, fire and police protection, street lights, recreation, recycling and trash collection).
- **Objective 4.06 - Public Participation:**  
Strive for community involvement that is broad-based and inclusive, encouraging public participation in the decision making process.

- B9. That public facilities and utilities will be available and adequate for the proposed use. This is based on staff comments and pending agreements with Hayden Lake Irrigation District and a forthcoming wastewater extension.
- B10. That the physical characteristics of the site do make it suitable for the requests at this time because the proposed parcels are generally flat and will support construction of an elementary school.
- B11. That the proposal would not adversely affect the surrounding neighborhood with regard to traffic, neighborhood character, or existing land uses, based on engineering staff comments for traffic generated in city limits. A review by Lakes Highway District is pending for ingress/egress vehicular access from Prairie Ave.

**C. ORDER: CONCLUSION AND DECISION**

The City Council, pursuant to the aforementioned, finds that the request of The Coeur d'Alene School District for zoning prior to annexation as described in the application should be approved.

Suggested provisions for inclusion in an Annexation Agreement are as follows:

None.

Motion by McEvers, seconded by Gookin, to adopt the foregoing Findings and Order.

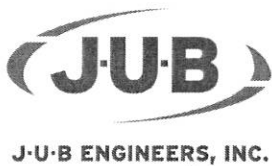
**ROLL CALL:**

Council Member Gookin	Voted Yes
Council Member Edinger	Voted Yes
Council Member Evans	Voted Yes
Council Member McEvers	Voted Yes
Council Member English	Voted Yes
Council Member Miller	Voted Yes

Motion to approve carried by a 6 to 0 vote.



MAYOR STEVE WIDMYER



J-U-B COMPANIES



THE  
LANGDON  
GROUP



GATEWAY  
MAPPING  
INC.

## EXHIBIT \_\_\_\_

### LEGAL DESCRIPTION OF THE ANNEXATION BOUNDARY TO THE CITY OF COEUR D'ALENE

November 8, 2018

That portion of Amended Hayden Lake Irrigation Tracts 316 and 317, according to the plat thereof recorded in Book C of Plats at Page 67, records of Kootenai County, Idaho, being situated in the NE1/4 of Section 27, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, more particularly described as follows:

COMMENCING at the northeast corner of said Section 27 (from which the N1/4 corner of said Section 27 bears North 88° 12' 34" West, 2,614.45 feet);

thence North 88° 12' 34" West along the north line of the NE1/4 of said Section 27, 1,307.24 feet;

thence South 01° 08' 19" West, 30.00 feet, more or less, to the northwest corner of said Tract 316 and the southerly right-of-way line of Prairie Avenue, said point being the POINT OF BEGINNING;

thence South 88° 12' 34" East along the northerly boundary of said Tract 316 and said southerly right-of-way line, 331.35 feet, more or less, to the boundary as described in that certain Property Line Agreement and Quit Claim Deed, recorded July 26, 2006, as Instrument No 2045631000, records of Kootenai County;

thence along said boundary the following five (5) courses:

1. South 00° 10' 05" East, 88.88 feet;
2. South 02° 05' 25" West, 99.20 feet;
3. South 01° 21' 00" West, 441.75 feet;
4. North 87° 48' 28" West, 3.44 feet;
5. South 01° 09' 04" West, 2.32 feet, more or less, to the southerly boundary of said Tract 316, and an angle point on the City of Coeur d'Alene boundary;
6. thence North 88° 11' 53" West along said southerly boundary, 326.66 feet, more or less, to the southeast corner of said Tract 317, and an angle point on the City of Coeur d'Alene boundary;

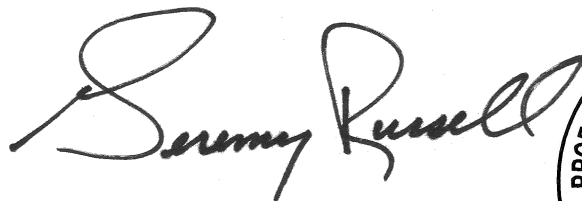
thence along said City of Coeur d'Alene boundary, North 88° 13' 16" West along the southerly boundary of said Tract 317, 163.31 feet, more or less, to the west line of the E1/4 of said Tract 317;

thence continuing along said City of Coeur d'Alene boundary, North 01° 08' 07" East along said west line, 632.07 feet, more or less, to the northerly boundary of said Tract 317 and the southerly right-of-way line of said Prairie Avenue;

\\CDAFILES\Public\Projects\JUB\20-18-047 A/W Prairie Ave School\CAD\Survey\Legals\2018 Annexation.docx

thence leaving said City of Coeur d'Alene boundary, South 88° 12' 34" East along said northerly boundary and said southerly right-of-way line, 163.35 feet, more or less, to the POINT OF BEGINNING.

Area of Annexation: 7.18 acres, more or less.



Digitally Signed:  
Nov 28, 2018



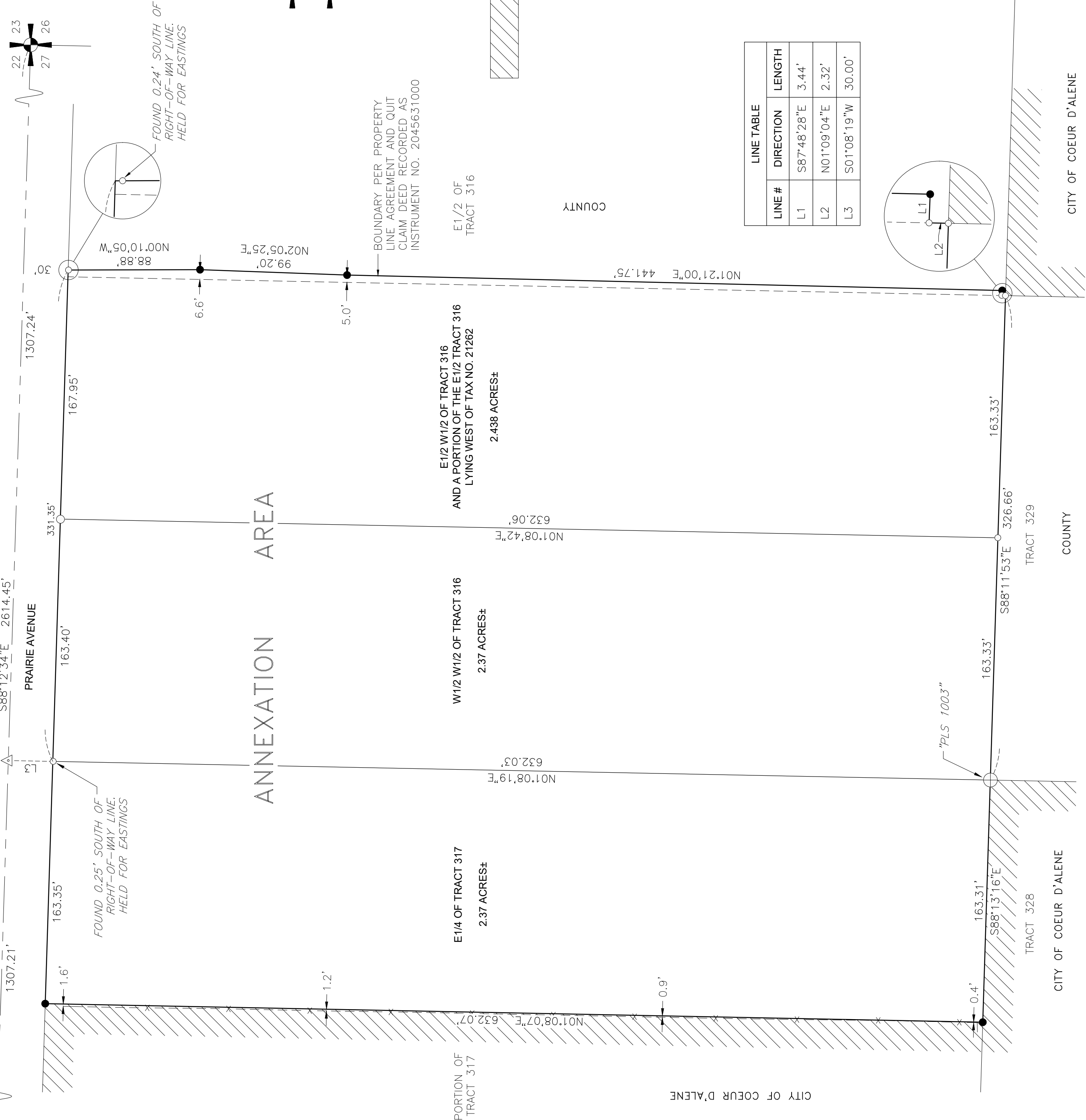
RECORD OF SURVEY / ANNEXATION MAP

A PORTION OF AMENDED HAYDEN LAKE IRRIGATION TRACTS 316 AND 317, SITUATED IN THE NE 1/4 OF SECTION 27, TOWNSHIP 51 NORTH, RANGE 4 WEST, B.M., CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

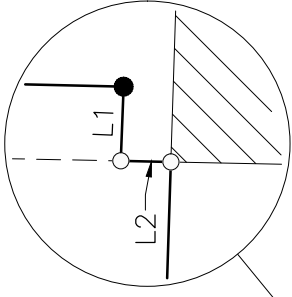
CITY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_\_

N1/4 CORNER SEC. 27  
FOUND 3-1/2" BRASS CAP  
PER CP&F 2145301000

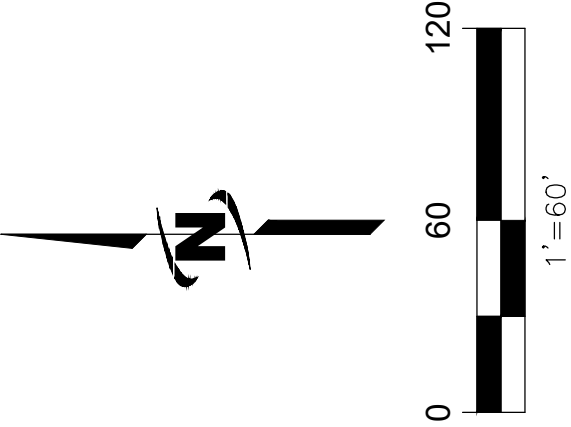
NE CORNER SEC. 27  
FOUND 2" BRASS CAP  
PER CP&F 2145300000



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S87°48'28"E	3.44'
L2	N01°09'04"E	2.32'
L3	S01°08'19"W	30.00'



BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
INSTRUMENT NO.: \_\_\_\_\_  
STATE OF IDAHO  
COUNTY OF KOOTENAI  
AT THE REQUEST OF JUB ENGINEERS, INC  
AT \_\_\_\_\_ MINUTES PAST \_\_\_\_\_ O'CLOCK \_\_\_\_ M  
DATE: \_\_\_\_\_  
BY: \_\_\_\_\_  
FOR: \_\_\_\_\_  
FEE \$ \_\_\_\_\_



**BASIS OF BEARINGS**  
THE BASIS OF BEARINGS FOR THIS SURVEY IS SOUTH 88°12'34" EAST AS MEASURED BETWEEN THE FOUND MONUMENTS ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SEC. 27, T. 51N, R. 4W, B.M., KOOTENAI COUNTY, IDAHO AS ESTABLISHED BY GPS OBSERVATIONS. IDAHO WEST STATE PLANE ZONE. ALL BEARINGS ARE SHOWN AT GRID AZIMUTH, ALL DISTANCES ARE PROJECTED TO GROUND VALUES.

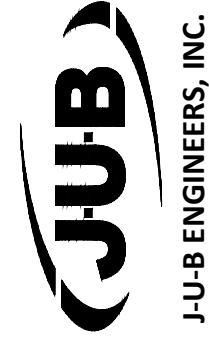
- LEGEND**
- SECTION CORNER-AS NOTED
  - 1/4 SECTION CORNER-AS NOTED
  - FOUND BRASS CAP-AS NOTED
  - FOUND ALUMINUM CAP-AS NOTED
  - FOUND 1/2" IRON REBAR WITH PLASTIC CAP, MARKED "DAHLMAN 772"
  - FOUND 5/8" IRON REBAR WITH PLASTIC CAP-AS NOTED
  - SET 5/8" REBAR WITH YELLOW PLASTIC CAP, MARKED "JUB ENGINEERS PLS 13419"
  - CALCULATED POINT, NOTHING FOUND OR SET
  - EXISTING CITY BOUNDARY

RECORD INFORMATION

- R1: RECORD OF SURVEY BY GALE ROSS DAHLMAN, PLS 772, DATED OCTOBER 19, 2006, INSTRUMENT NUMBER 2062031000, BOOK 24 OF SURVEYS, PAGE 378, RECORDS OF KOOTENAI COUNTY.  
PLAT OF HONI ADDITION, BY ROBERT L. STRATTON, PLS 10677, DATED OCTOBER 29, 2009, INSTRUMENT NUMBER 2238372000, BOOK K OF PLATS, PAGE 269-269A, RECORDS OF KOOTENAI COUNTY.  
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R4: AMENDED PLAT OF HAYDEN LAKE IRRIGATION TRACTS, DATED SEPTEMBER 6, 1910, BOOK C OF PLATS, PAGE 67, RECORDS OF KOOTENAI COUNTY.  
R5: WARRANTY DEED, INSTRUMENT NO. 2645532000, RECORDED MAY 30, 2018, RECORDS OF KOOTENAI COUNTY.  
R6: WARRANTY DEED, INSTRUMENT NO. 2645531000, RECORDED MAY 30, 2018, RECORDS OF KOOTENAI COUNTY.

**SURVEYOR'S CERTIFICATE**  
I, GEREY J. RUSSELL, PROFESSIONAL LAND SURVEYOR NO. 13419 IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE BY ME OR UNDER MY SUPERVISION AND IS IN CONFORMITY WITH THE IDAHO CODES RELATING TO SURVEYS.

*Geremy Russell*  
Professionally Licensed  
13419  
State of Idaho  
Geremy J. Russell  
Digitally Signed:  
Nov 28, 2018



7825 Meadowlark Way  
Coeur d'Alene, ID 83815  
P | 208 762 8787 W | www.jub.com

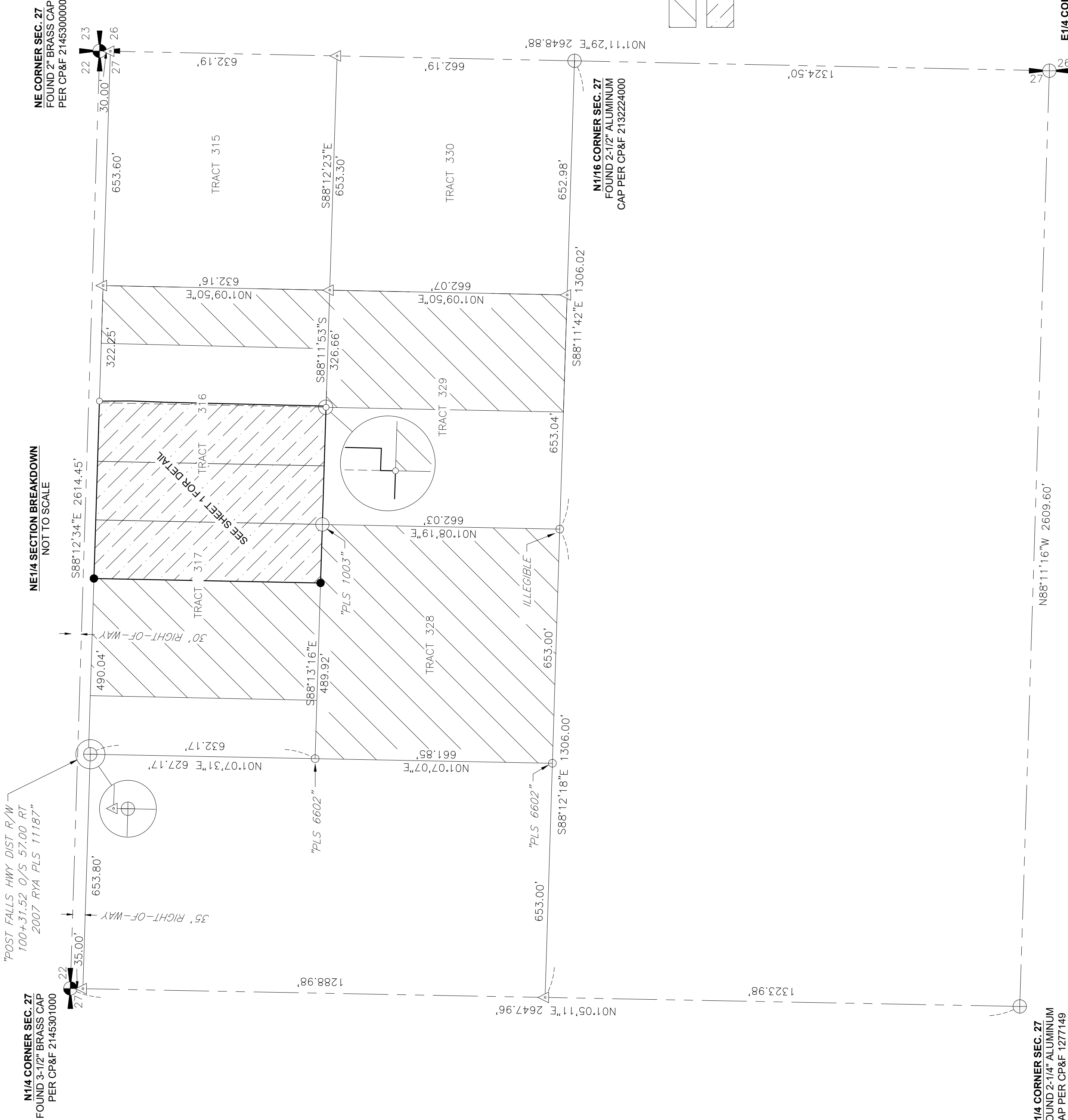
Dwg Name: 20-18-047\_V-PB  
Date: November 12, 2018  
Dr: DFG



RECORD OF SURVEY / ANNEXATION MAP

A PORTION OF AMENDED HAYDEN LAKE IRRIGATION TRACTS 316 AND 317, SITUATED IN THE NE1/4 OF SECTION 27, TOWNSHIP 51 NORTH, RANGE 4 WEST, B.M., CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

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



BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
INSTRUMENT NO.: \_\_\_\_\_  
STATE OF IDAHO  
COUNTY OF KOOTENAI  
AT THE REQUEST OF JUB ENGINEERS, INC  
AT \_\_\_\_\_ MINUTES PAST \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M  
DATE: \_\_\_\_\_  
BY: \_\_\_\_\_  
FOR: \_\_\_\_\_  
FEE \$ \_\_\_\_\_



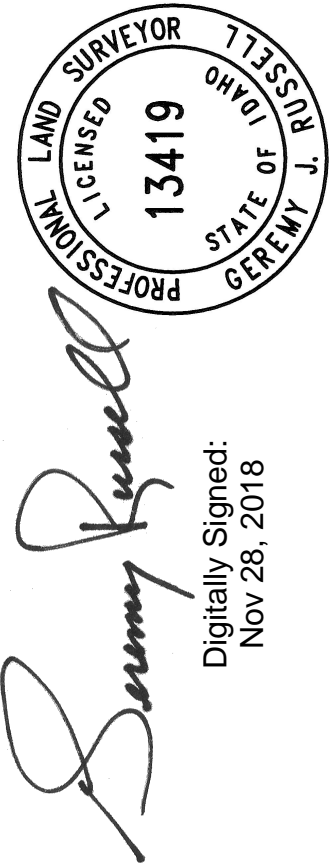
NOT TO SCALE

**BASIS OF BEARINGS**  
THE BASIS OF BEARINGS FOR THIS SURVEY IS SOUTH 88°12'34" EAST AS MEASURED BETWEEN THE FOUND MONUMENTS ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SEC. 27, T 51N, R 4W, B.M., KOOTENAI COUNTY, IDAHO AS ESTABLISHED BY GPS OBSERVATIONS. IDAHO WEST STATE PLANE ZONE. ALL BEARINGS ARE SHOWN AT GRID AZIMUTH, ALL DISTANCES ARE PROJECTED TO GROUND VALUES.

LEGEND

- SECTION CORNER-AS NOTED
- 1/4 SECTION CORNER-AS NOTED
- FOUND BRASS CAP-AS NOTED
- FOUND ALUMINUM CAP-AS NOTED
- FOUND 1/2" IRON REBAR WITH PLASTIC CAP, MARKED "DAHLMAN 772"
- FOUND 5/8" IRON REBAR WITH PLASTIC CAP-AS NOTED
- SET 5/8" REBAR WITH YELLOW PLASTIC CAP, MARKED "JUB ENGINEERS PLS 13419"
- CALCULATED POINT, NOTHING FOUND OR SET
- EXISTING CITY BOUNDARY
- AREA OF ANNEXATION

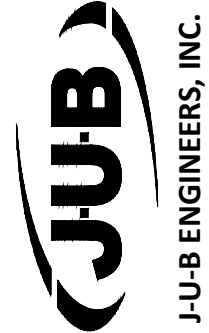
**SURVEYOR'S CERTIFICATE**  
I, GEREMY J. RUSSELL, PROFESSIONAL LAND SURVEYOR NO. 13419 IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE BY ME OR UNDER MY SUPERVISION AND IS IN CONFORMITY WITH THE IDAHO CODES RELATING TO SURVEYS.



**C1/4 CORNER SEC. 27**  
FOUND 2-1/4" ALUMINUM  
CAP PER CP&F 1277149

N88°11'16"W 2609.60'

**E1/4 CORNER SEC. 27**  
FOUND 2-1/2" ALUMINUM  
CAP PER CP&F 213225000



7825 Meadowlark Way  
Coeur d'Alene, ID 83815  
P | 208 762 8787 W | www.jub.com

Dwg Name: 20-18-047\_V-PB  
Date: November 12, 2018  
Dr: DFG

Ch: GJR Sheet 2 of 2

ORDINANCE NO. \_\_\_\_\_  
COUNCIL BILL NO. 18-1030

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 27, TOWNSHIP 51, NORTH, RANGE 4 WEST, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THIS ORDINANCE AND AN EFFECTIVE DATE HEREOF.

WHEREAS, after public hearing, the City Council finds it to be in the best interests of the City of Coeur d'Alene and the citizens thereof that said property be annexed; NOW, THEREFORE,

BE IT ORDAINED, by the Mayor and City Council of the City of Coeur d'Alene, Kootenai County, Idaho:

**SECTION 1.** That the property as set forth in Exhibit "A", attached hereto and incorporated herein, contiguous and adjacent to the City of Coeur d'Alene, Kootenai County, Idaho, be and the same is hereby annexed to and declared to be a part of the City of Coeur d'Alene, Kootenai County, Idaho, and the same is hereby zoned as city R-8 (Residential at 8 units/acre).

**SECTION 2.** That the Zoning Act of the City of Coeur d'Alene, known as Ordinance No. 1691, Ordinances of the City of Coeur d'Alene, be and the same is hereby amended as set forth in the preceding section hereof.

**SECTION 3.** That the Planning Director be and he is hereby instructed to make such change and amendment on the official Zoning Map of the City of Coeur d'Alene.

**SECTION 4.** All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 5.** After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

*Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on December 4<sup>th</sup>, 2018.*

APPROVED by the Mayor this 4<sup>th</sup> day of December, 2018.

---

Steve Widmyer, Mayor

ATTEST:

---

Renata McLeod, City Clerk

SUMMARY OF COEUR D'ALENE ORDINANCE NO. \_\_\_\_\_  
A-3-18 School District 271 – 2008, 1950, & 1914 Prairie Ave.

AN ORDINANCE ANNEXING TO AND DECLARING TO BE A PART OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, SPECIFICALLY DESCRIBED PORTIONS OF SECTION 27, TOWNSHIP 51, NORTH, RANGE 4 WEST, BOISE MERIDIAN; ZONING SUCH SPECIFICALLY DESCRIBED PROPERTY HEREBY ANNEXED; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith AND PROVIDING A SEVERABILITY CLAUSE. THE ORDINANCE SHALL BE EFFECTIVE UPON PUBLICATION OF THIS SUMMARY. THE FULL TEXT OF THE SUMMARIZED ORDINANCE NO. \_\_\_\_\_ IS AVAILABLE AT COEUR D'ALENE CITY HALL, 710 E. MULLAN AVENUE, COEUR D'ALENE, IDAHO 83814 IN THE OFFICE OF THE CITY CLERK.

---

Renata McLeod, City Clerk

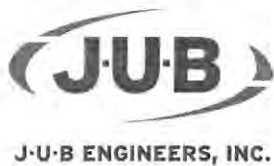
### **STATEMENT OF LEGAL ADVISOR**

I, Randall R. Adams, am a Chief Deputy City Attorney for the City of Coeur d'Alene, Idaho. I have examined the attached summary of Coeur d'Alene Ordinance No. \_\_\_\_\_, A-3-18 School District 271 – 2008, 1950, & 1914 Prairie Ave. , and find it to be a true and complete summary of said ordinance which provides adequate notice to the public of the context thereof.

DATED this 4<sup>th</sup> day of December, 2018.

---

Randall R. Adams, Chief Deputy City Attorney



J-U-B COMPANIES



THE  
LANGDON  
GROUP



GATEWAY  
MAPPING  
INC.

## EXHIBIT A

### LEGAL DESCRIPTION OF THE ANNEXATION BOUNDARY TO THE CITY OF COEUR D'ALENE

November 8, 2018

That portion of Amended Hayden Lake Irrigation Tracts 316 and 317, according to the plat thereof recorded in Book C of Plats at Page 67, records of Kootenai County, Idaho, being situated in the NE1/4 of Section 27, Township 51 North, Range 4 West, B.M., Kootenai County, Idaho, more particularly described as follows:

COMMENCING at the northeast corner of said Section 27 (from which the N1/4 corner of said Section 27 bears North 88° 12' 34" West, 2,614.45 feet);

thence North 88° 12' 34" West along the north line of the NE1/4 of said Section 27, 1,307.24 feet;

thence South 01° 08' 19" West, 30.00 feet, more or less, to the northwest corner of said Tract 316 and the southerly right-of-way line of Prairie Avenue, said point being the POINT OF BEGINNING;

thence South 88° 12' 34" East along the northerly boundary of said Tract 316 and said southerly right-of-way line, 331.35 feet, more or less, to the boundary as described in that certain Property Line Agreement and Quit Claim Deed, recorded July 26, 2006, as Instrument No 2045631000, records of Kootenai County;

thence along said boundary the following five (5) courses:

1. South 00° 10' 05" East, 88.88 feet;
2. South 02° 05' 25" West, 99.20 feet;
3. South 01° 21' 00" West, 441.75 feet;
4. North 87° 48' 28" West, 3.44 feet;
5. South 01° 09' 04" West, 2.32 feet, more or less, to the southerly boundary of said Tract 316, and an angle point on the City of Coeur d'Alene boundary;
6. thence North 88° 11' 53" West along said southerly boundary, 326.66 feet, more or less, to the southeast corner of said Tract 317, and an angle point on the City of Coeur d'Alene boundary;

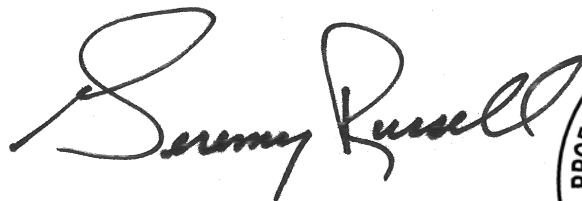
thence along said City of Coeur d'Alene boundary, North 88° 13' 16" West along the southerly boundary of said Tract 317, 163.31 feet, more or less, to the west line of the E1/4 of said Tract 317;

thence continuing along said City of Coeur d'Alene boundary, North 01° 08' 07" East along said west line, 632.07 feet, more or less, to the northerly boundary of said Tract 317 and the southerly right-of-way line of said Prairie Avenue;

\\CDAFILES\Public\Projects\JUB\20-18-047 A/W Prairie Ave School\CAD\Survey\Legals\2018 Annexation.docx

thence leaving said City of Coeur d'Alene boundary, South 88° 12' 34" East along said northerly boundary and said southerly right-of-way line, 163.35 feet, more or less, to the POINT OF BEGINNING.

Area of Annexation: 7.18 acres, more or less.



Digitally Signed:  
Nov 28, 2018



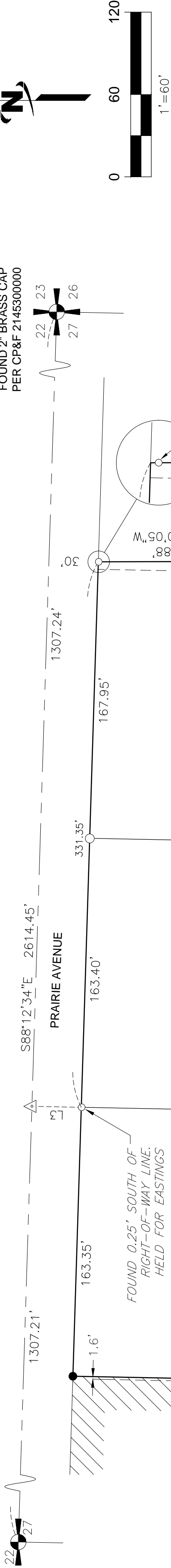
RECORD OF SURVEY / ANNEXATION MAP

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CITY OF COEUR D'ALENE ORDINANCE NO. 3623

N1/4 CORNER SEC. 27  
FOUND 3-1/2" BRASS CAP  
PER CP&F 2145301000

NE CORNER SEC. 27  
FOUND 2" BRASS CAP  
PER CP&F 2145300000



**BASIS OF BEARINGS**  
THE BASIS OF BEARINGS FOR THIS SURVEY IS SOUTH 88°12'34" EAST AS MEASURED BETWEEN THE FOUND MONUMENTS ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SEC. 27, T. 51N, R. 4W, B.M., KOOTENAI COUNTY, IDAHO AS ESTABLISHED BY GPS OBSERVATIONS. IDAHO WEST STATE PLANE ZONE. ALL BEARINGS ARE SHOWN AT GRID AZIMUTH, ALL DISTANCES ARE PROJECTED TO GROUND VALUES.

LEGEND

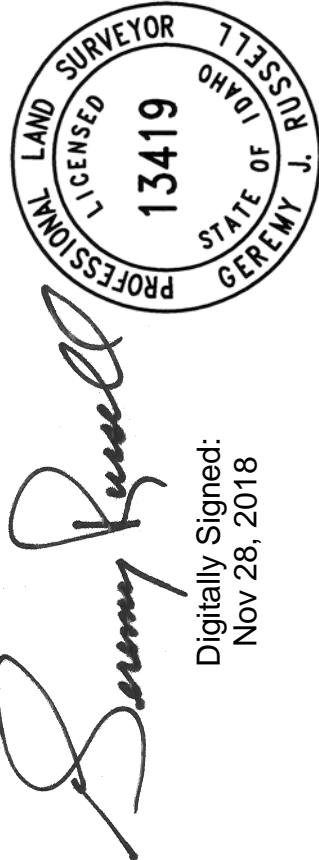
- SECTION CORNER-AS NOTED
- 1/4 SECTION CORNER-AS NOTED
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- FOUND 1/2" IRON REBAR WITH PLASTIC CAP, MARKED "DAHLMAN 772"
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- SET 5/8" REBAR WITH YELLOW PLASTIC CAP, MARKED "JUB ENGINEERS PLS 13419"
- CALCULATED POINT, NOTHING FOUND OR SET
- EXISTING CITY BOUNDARY

RECORD INFORMATION

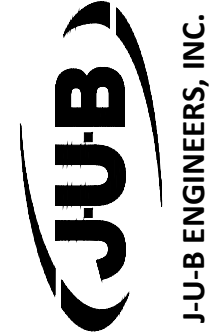
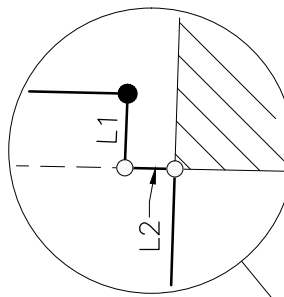
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- R6: WARRANTY DEED, INSTRUMENT NO. 2645531000, RECORDED MAY 30, 2018, RECORDS OF KOOTENAI COUNTY.

SURVEYOR'S CERTIFICATE

I, GEREY J. RUSSELL, PROFESSIONAL LAND SURVEYOR NO. 13419 IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE BY ME OR UNDER MY SUPERVISION AND IS IN CONFORMITY WITH THE IDAHO CODES RELATING TO SURVEYS.



LINE #	DIRECTION	LENGTH
L1	S87°48'28"E	3.44'
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7825 Meadowlark Way  
Coeur d'Alene, ID 83815  
P | 208 762 8787 W | www.jub.com

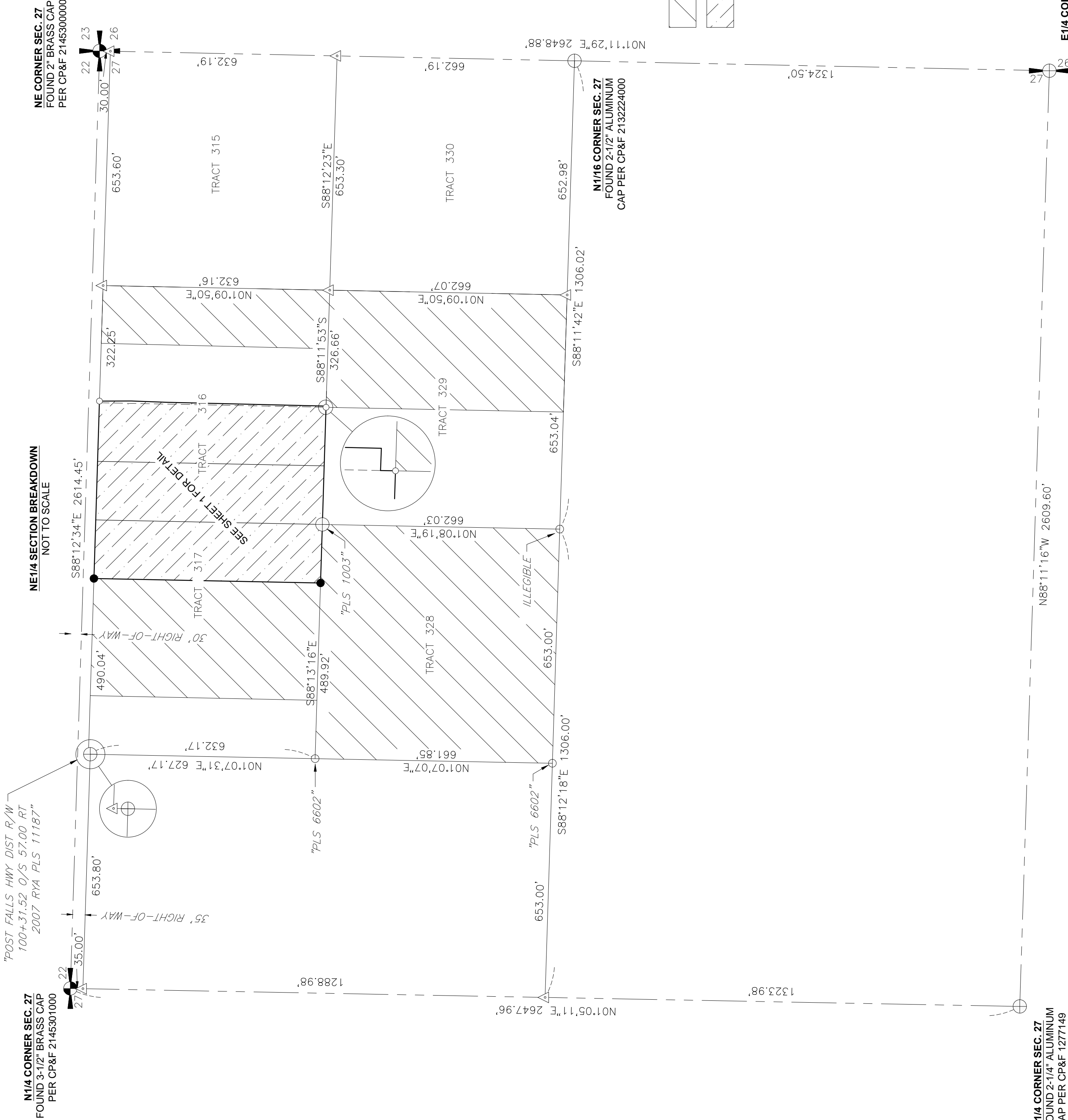
Dwg Name: 20-18-047\_V-PB  
Date: November 12, 2018  
Dr: DFG  
Ch: GJR  
Sheet 1 of 2



RECORD OF SURVEY / ANNEXATION MAP

A PORTION OF AMENDED HAYDEN LAKE IRRIGATION TRACTS 316 AND 317, SITUATED IN THE NE1/4 OF SECTION 27, TOWNSHIP 51 NORTH, RANGE 4 WEST, B.M., CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO

CITY OF COEUR D'ALENE ORDINANCE NO. 3623



BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
INSTRUMENT NO.: \_\_\_\_\_  
STATE OF IDAHO  
COUNTY OF KOOTENAI  
AT THE REQUEST OF JUB ENGINEERS, INC  
AT \_\_\_\_\_ MINUTES PAST \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M  
DATE: \_\_\_\_\_  
BY: \_\_\_\_\_  
FOR: \_\_\_\_\_  
FEE \$ \_\_\_\_\_



NOT TO SCALE

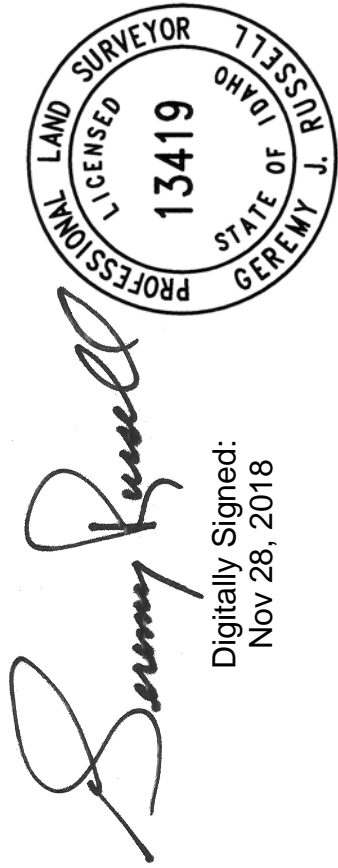
**BASIS OF BEARINGS**  
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LEGEND

- SECTION CORNER-AS NOTED
- 1/4 SECTION CORNER-AS NOTED
- FOUND BRASS CAP-AS NOTED
- FOUND ALUMINUM CAP-AS NOTED
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- CALCULATED POINT, NOTHING FOUND OR SET



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**C1/4 CORNER SEC. 27**  
FOUND 2-1/4" ALUMINUM  
CAP PER CP&F 1277149

N88°11'16"W 2609.60'

**E1/4 CORNER SEC. 27**  
FOUND 2-1/2" ALUMINUM  
CAP PER CP&F 213225000

7825 Meadowlark Way  
Coeur d'Alene, ID 83815  
P | 208 762 8787 W | www.jub.com

Dwg Name: 20-18-047\_V-PB

Date: November 12, 2018

Dr: DFG Ch: GJR Sheet 2 of 2

ORDINANCE NO. \_\_\_\_\_  
COUNCIL BILL NO. 18-1027

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO, APPROVING THE SECOND AMENDMENT TO THE RIVER DISTRICT REDEVELOPMENT PLAN URBAN RENEWAL PROJECT, WHICH SECOND AMENDMENT SEEKS TO DEANNEX CERTAIN PARCELS FROM, AND ADD PARCELS TO, THE EXISTING RIVER DISTRICT PROJECT AREA; WHICH SECOND AMENDMENT INCLUDES REVENUE ALLOCATION FINANCING PROVISIONS; AUTHORIZING THE CITY CLERK TO TRANSMIT A COPY OF THIS ORDINANCE AND OTHER REQUIRED INFORMATION TO COUNTY AND STATE OFFICIALS AND OTHER TAXING ENTITIES; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY; APPROVING THE SUMMARY OF THE ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on or about August 5, 1997, by Resolution No. 97-151, the City Council (the "City Council") and Mayor of the city of Coeur d'Alene, Idaho (the "City") created an urban renewal agency, the Coeur d'Alene Urban Renewal Agency (formerly d/b/a Lake City Development Corporation and now d/b/a ignite cda, the "Agency"), authorizing it to transact business and exercise the powers granted by the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended (the "Law"), and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended (the "Act"), upon making the findings of necessity required for creating said Agency;

WHEREAS, following notice duly published and a public hearing, the City Council adopted its Ordinance No. 2842 on December 16, 1997, approving the Coeur d'Alene Urban Renewal Plan for Midtown, Northwest Boulevard, and Downtown Urban Renewal Project (the "Lake District Urban Renewal Plan"), and making certain findings;

WHEREAS, following notice duly published and a public hearing, the City Council adopted its Ordinance No. 3154 on November 18, 2003, approving the Lake District Amended and Restated Urban Renewal Plan, and making certain findings, which, in part, extended the termination date from 2012 to 2021;

WHEREAS, following notice duly published and a public hearing, the City Council adopted its Ordinance No. 3155 on November 18, 2003, approving the River District Redevelopment Plan, and making certain findings;

WHEREAS, following notice duly published and a public hearing, the City Council adopted its Ordinance No. 3337 on August 19, 2008, approving the Lake District Second Amended and Restated Urban Renewal Plan, and making certain findings;

WHEREAS, following notice duly published and a public hearing, the City Council adopted its Ordinance No. 3542 on July 13, 2016, approving the First Amendment to the Lake District Second Amended and Restated Urban Renewal Plan for the purpose of deannexing certain parcels from the existing revenue allocation area (collectively, the "Lake District Urban Renewal Plan, and the amendments thereto, are referred to as the "Existing Lake District Plan");

WHEREAS, following notice duly published and a public hearing, the City Council adopted its Ordinance No. 3543 on July 13, 2016, approving the First Amendment to the River District Redevelopment Plan for the purpose of deannexing certain parcels from the existing revenue allocation area (collectively, the “River District Redevelopment Plan, and the amendments thereto, are referred to as the “Existing River District Plan”);

WHEREAS, the above referenced Existing Lake District Plan and Existing River District Plan and their project areas are collectively referred to as the Existing Project Areas, and individually referred to as the Existing Lake District Project Area and the Existing River District Project Area;

WHEREAS, the Agency seeks to further amend the Existing River District Plan to deannex three (3) strips of land along the Existing River District Project Area boundary, as described in the Second Amendment defined below;

WHEREAS, the deannexation of the three (3) strips of land from the Existing River District Project Area will have no impact on the affected taxing districts because the property is City-owned and/or otherwise tax exempt. To the extent there is any taxable value associated with the deannexed parcels it is insignificant and results in no budgetary impact on the affected taxing districts. Further, the Agency does not receive any discernible revenues from the deannexed areas;

WHEREAS, the Agency has reviewed the financial impact of the deannexation on its allocation of revenue and has concluded the remaining allocation of revenue is sufficient to pay its operations, obligations, and to continue to implement the terms of the Existing River District Plan;

WHEREAS, pursuant to Idaho Code § 50-2008, an urban renewal project may not be planned or initiated unless the local governing body has, by resolution, determined such area to be a deteriorated area or deteriorating area, or combination thereof, and designated such area as appropriate for an urban renewal project;

WHEREAS, an urban renewal plan shall (a) conform to the general plan for the municipality as a whole, except as provided in § 50-2008(g), Idaho Code; and (b) shall be sufficiently complete to indicate such land acquisition, demolition and removal of structures, redevelopment, improvements, and rehabilitation as may be proposed to be carried out in the urban renewal area, zoning and planning changes, if any, land uses, maximum densities, building requirements, and any method or methods of financing such plan, which methods may include revenue allocation financing provisions;

WHEREAS, Idaho Code § 50-2906, also requires that in order to adopt an urban renewal plan containing a revenue allocation financing provision, the local governing body must make a finding or determination that the area included in such plan is a deteriorated area or deteriorating area;

WHEREAS, based on inquiries and information presented, the City and the Agency commenced certain discussions concerning examination of an area as appropriate for an urban renewal project;

WHEREAS, the Atlas Mill Site, also known as the Stimson Mill Site, located adjacent to the Spokane River and previously used for lumber mill operations for more than 100 years, was originally examined for eligibility by Harlan Mann in April 2003 as part of a larger area. A portion of the area studied ultimately was included within the boundaries of the River District Project Area;

WHEREAS, in 2014, the Agency authorized Panhandle Area Council, Inc. ("PAC"), to commence an eligibility study and preparation of an eligibility report for the area referred to as the Atlas Mill Site and surrounding properties;

WHEREAS, the Agency obtained the Atlas Mill Site Urban Renewal Eligibility Report in March 2014 (the "2014 Report"), which examined an area known as the Atlas Mill Site Urban Renewal Project Area for the purpose of determining whether such area was a deteriorating area and/or a deteriorated area as defined by Idaho Code Sections 50-2018(9) and 50-2903(8);

WHEREAS, the 2014 Report was submitted to the Agency and adopted on March 19, 2014 by Resolution No. 14-01;

WHEREAS, after the Agency action in March 2014, no further activity took place;

WHEREAS, based on additional inquiries and information presented, the Agency authorized PAC to commence an eligibility study and preparation of an eligibility report for the area still referred to as the Atlas Mill Site, but including areas not previously studied (the "Revised Atlas Mill Site");

WHEREAS, the Agency obtained the Atlas Mill Site Urban Renewal Eligibility Report (the "2017 Report"), which examined the Revised Atlas Mill Site for the purpose of determining whether such area was a deteriorating area and/or a deteriorated area as defined by Idaho Code Sections 50-2018(9) and 50-2903(8);

WHEREAS, pursuant to Idaho Code §§ 50-2018(9) and 50-2903(8), which define a deteriorating area and a deteriorated area, many of the conditions necessary to be present in such an area are found in the Revised Atlas Mill Site, *i.e.*,

- a. faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
- b. unsanitary or unsafe conditions;
- c. existence of conditions which endanger life or property by fire and other causes;  
and
- d. any combination of such factors;

WHEREAS, the Revised Atlas Mill Site has a substantial portion of open land;

WHEREAS, under the Act a deteriorated area includes any area which consists of open land which, because of obsolete platting, diversity of ownership, deterioration of structures or improvements, or otherwise, results in economic underdevelopment of the area or substantially impairs or arrests the sound growth of a municipality;

WHEREAS, Idaho Code §§ 50-2018(9), 50-2903(8) and 50-2008(d) list the additional conditions applicable to open land areas, which are the same or similar to the conditions set forth above;

WHEREAS, such additional conditions regarding open land areas are present and are found in the Revised Atlas Mill Site;

WHEREAS, the effects of the listed conditions cited in the 2017 Report result in economic underdevelopment of the area, substantially impairs or arrests the sound growth of a municipality, constitutes an economic or social liability, and is a menace to the public health, safety, morals, or welfare in its present condition or use;

WHEREAS, under the Law and Act, Idaho Code §§ 50-2018(9) and 50-2903(8)(f), the definition of a deteriorated area or a deteriorating area shall not apply to any agricultural operation as defined in Idaho Code § 22-4502(1) absent the consent of the owner of the agricultural operation except for an agricultural operation that has not been used for three (3) consecutive years;

WHEREAS, the Revised Atlas Mill Site did not include any parcels subject to such consent;

WHEREAS, the Agency Board, on May 10, 2017, adopted Resolution No. 17-04 accepting the 2017 Report and authorized the Agency Chair or Executive Director to transmit the 2017 Report to the City Council requesting its consideration for designation of an urban renewal area and requesting the City Council to direct the Agency to prepare an urban renewal plan or plan amendments for the Revised Atlas Mill Site, which plan or plan amendments may include a revenue allocation area as allowed by the Act;

WHEREAS, the City Council, by Resolution No. 17-036, dated May 16, 2017, declared the Revised Atlas Mill Site described in the 2017 Report to be a deteriorated area or deteriorating area as defined by Chapters 20 and 29, Title 50, Idaho Code, as amended, that such area is appropriate for an urban renewal project and directed the Agency to commence preparation of an urban renewal plan or plan amendment for the area designated;

WHEREAS, through an open and public process, representatives from the City, Agency and other stakeholder groups determined the portion of the Revised Atlas Mill Site owned by the City would be developed more effectively and efficiently by dividing the area and establishing a new urban renewal project referred to as the Urban Renewal Plan for the Atlas Urban Renewal Project ("Atlas Plan"), and to amend the Existing River District Plan to add and remove geographic area pursuant to Idaho Code § 50-2033 and to amend the Existing Lake District Plan to add geographic area pursuant to Idaho Code § 50-2033;

WHEREAS, the Agency has embarked on amending the Existing River District Plan to redevelop an area that is currently in the City, pursuant to the Law and the Act, as amended;

WHEREAS, the Agency has prepared the Second Amendment to the River District Redevelopment Plan (the “Second Amendment”), as set forth in Exhibit 3 attached hereto for the purposes of 1) deannexing three (3) separate strips of land along the boundary of the existing revenue allocation area; and 2) to add two areas of land contiguous to the existing revenue allocation area;

WHEREAS, simultaneous with the creation of the Second Amendment, the Agency has prepared a plan amendment for the Existing Lake District Project Area, the Second Amendment to the Lake District Second Amended and Restated Urban Renewal Plan for the purpose of adding area to the existing revenue allocation area, and the proposed Atlas Plan;

WHEREAS, the proposed Atlas Plan creating the Atlas District Project Area will include two (2) of the areas deannexed from the Existing River District Project Area and the Second Amendment to the Lake District Plan will include one (1) of the deannexed areas;

WHEREAS, the Second Amendment amends the Existing River District Plan, which contains provisions of revenue allocation financing as allowed by the Act;

WHEREAS, in addition to the deannexation, the Second Amendment proposes to add two (2) geographic areas adjacent and contiguous to the Existing River District Project Area, specifically, the addition of approximately nine (9) acres of open land contiguous to the Existing River District Project Area on the south side of Seltice Way, and the addition of approximately two (2) acres of open land contiguous to the western boundary of the Existing River District Project Area and adjacent to the Riverstone Development;

WHEREAS, the Second Amendment updates certain provisions and financial information from the Existing River District Plan, as amended, including to address changes in the Law and Act, to provide a projection concerning remaining and additional improvements, projected expenses, and anticipated revenues through Plan termination;

WHEREAS, the Agency has prepared the Second Amendment for the additional area previously designated as eligible for urban renewal planning;

WHEREAS, the Act authorizes the Agency to adopt revenue allocation financing provisions as part of an urban renewal plan;

WHEREAS, the Second Amendment contains revenue allocation financing provisions as allowed by the Act;

WHEREAS, in order to implement the provisions of the Act, the Agency prepared and adopted the Second Amendment and submitted the Second Amendment and recommendation for approval thereof to the City;

WHEREAS, the Agency Board considered all comment and information submitted to the Agency during several Board meetings and at the Board meeting held on September 27, 2018;

WHEREAS, on September 27, 2018, the Agency Board passed Resolution No. 18-07 proposing and recommending approval of the Second Amendment;

WHEREAS, the Agency submitted the Second Amendment to the Mayor and City Council;

WHEREAS, the Mayor and City Clerk have taken the necessary action to process the Second Amendment;

WHEREAS, pursuant to the Law, at a meeting held November 13, 2018, the Coeur d'Alene Planning and Zoning Commission considered the Second Amendment and found that the Second Amendment is in all respects in conformity with the Comprehensive Plan and forwarded its findings to the City Council. A copy of the Finding is attached hereto as Exhibit 1;

WHEREAS, notice of the public hearing of the Second Amendment was caused to be published in the *Coeur d'Alene Press* on October 19 and November 2, 2018, a copy of said notice being attached hereto as Exhibit 2;

WHEREAS, as of October 19, 2018, the Second Amendment was submitted to the affected taxing entities, available to the public, and under consideration by the City Council;

WHEREAS, the City Council during its regular meeting of November 20, 2018, held such public hearing;

WHEREAS, Idaho Code § 50-2018(18) states that an urban renewal agency cannot exercise jurisdiction over any area outside the city limits without the approval, in this instance, of Kootenai County, Idaho, declaring the need for an urban renewal plan for the proposed area;

WHEREAS, in 2018, the City purchased the portions of the Revised Atlas Mill Site lying outside the City limits, which property was formally annexed into the City as of October 20, 2018;

WHEREAS, though portions of the Revised Atlas Mill Site were outside the City limits at the time the Agency Board adopted the Second Amendment, because the property was acquired by the City and was formally annexed into the City as of October 20, 2018, no formal resolution from Kootenai County, Idaho, was necessary;

WHEREAS, as required by Idaho Code §§ 50-2905 and 50-2906, the Second Amendment contains the following information with specificity which was made available to the general public and all taxing districts prior to the public hearing on November 20, 2018, the regular meeting of the City Council, at least thirty (30) days but no more than sixty (60) days prior to the date set for final reading of the ordinance: (1) a statement describing the total assessed valuation of the base assessment roll of the revenue allocation area and the total

assessed valuation of all taxable property within the municipality; (2) a statement listing the kind, number, and location of all proposed public works or improvements within the revenue allocation area; (3) an economic feasibility study; (4) a detailed list of estimated project costs; (5) a fiscal impact statement showing the impact of the revenue allocation area, both until and after the bonds are repaid, upon all taxing districts levying taxes upon property in the revenue allocation area; and (6) a description of the methods of financing all estimated project costs and the time when related costs or monetary obligations are to be incurred; (7) a termination date for the plan and the revenue allocation area as provided for in Idaho Code § 50-2903(20); and (8) a description of the disposition or retention of any assets of the agency upon the termination date;

WHEREAS, the Second Amendment authorizes certain projects to be financed by revenue allocation bonds or loans and proceeds from revenue allocation;

WHEREAS, appropriate notice of the Second Amendment and revenue allocation provision contained therein has been given to the taxing districts and to the public as required by Idaho Code Sections 50-2008 and 50-2906;

WHEREAS, it is necessary and in the best interests of the citizens of the City to recommend approval of the Second Amendment and to adopt, as part of the Second Amendment, revenue allocation financing provisions that will help finance urban renewal projects to be completed in accordance with the Second Amendment in order to (1) encourage private development in the urban renewal area; (2) to prevent and arrest decay of the area added by the Second Amendment due to the inability of existing financing methods to provide needed public improvements; (3) to encourage taxing districts to cooperate in the allocation of future tax revenues arising in the area added by the Second Amendment in order to facilitate the long-term growth of their common tax base; (4) to encourage the long-term growth of their common tax base; (5) to encourage private investment within the City and (6) to further the public purposes of the Agency;

WHEREAS, the City Council finds that the equalized assessed valuation of the taxable property in the revenue allocation area described in Attachments 1B and 2B of the Second Amendment is likely to increase as a result of initiation of urban renewal projects in accordance with the Second Amendment;

WHEREAS, under the Law and Act, any such plan should provide for (1) a feasible method for the location of families who will be displaced from the urban renewal area in decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families; (2) conform to the general plan of the municipality as a whole; (3) give due consideration to the provision of adequate park and recreational areas and facilities that may be desirable for neighborhood improvement, with special consideration for the health, safety and welfare of the children residing in the general vicinity of the site covered by the plan; and (4) afford maximum opportunity, consistent with the sound needs of the municipality as a whole, for the rehabilitation or redevelopment of the urban renewal area by private enterprise;

WHEREAS, if the urban renewal area consists of an area of open land to be acquired by the urban renewal agency, such area shall not be so acquired unless (1) if it is to be developed for



residential uses, the local governing body shall determine that a shortage of housing of sound standards and design which is decent, safe and sanitary exists in the municipality; that the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas; that the conditions of blight in the area and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime and constitute a menace to the public health, safety, morals, or welfare; and that the acquisition of the area for residential uses is an integral part of and essential to the program of the municipality, or (2) if it is to be developed for nonresidential uses, the local governing body shall determine that such nonresidential uses are necessary and appropriate to facilitate the proper growth and development of the community in accordance with sound planning standards and local community objectives, which acquisition may require the exercise of governmental action, as provided in this act, because of defective or unusual conditions of title, diversity of ownership, tax delinquency, improper subdivisions, outmoded street patterns, deterioration of site, economic disuse, unsuitable topography or faulty lot layouts, the need for the correlation of the area with other areas of a municipality by streets and modern traffic requirements, or any combination of such factors or other conditions which retard development of the area;

WHEREAS, the base assessment roll of the area added by the Second Amendment, the area added by the Second Amendment to the Existing Lake District Project Area, the proposed Atlas District Project Area, together with the base assessment roll values of the Existing Project Areas, cannot exceed ten percent (10%) of the current assessed values of all the taxable property in the City;

WHEREAS, the area to be added by the Second Amendment cannot exceed ten percent (10%) of the area within the Existing River District Project Area, and the area to be added is contiguous to the Existing River District Project Area;

WHEREAS, it is necessary, and in the best interests of the citizens of the City to adopt the Second Amendment;

WHEREAS, the Second Amendment amends a pre-July 1, 2016, urban renewal plan containing a revenue allocation financing provision, and therefore, pursuant to Idaho Code Section 50-2903(4), there is no reset of the base assessment roll to the current values for the remaining Existing River District Project Area; and

WHEREAS, the City Council at its regular meeting held on November 20, 2018, considered the Second Amendment as proposed and made certain comprehensive findings.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF COEUR D'ALENE:

SECTION 1: It is hereby found and determined that:

- (a) The Project Area, as defined in the Second Amendment, is a deteriorated or a deteriorating area, as defined in the Law and the Act, and qualifies as an eligible urban renewal area under the Law and Act.

- (b) The rehabilitation, conservation, development and redevelopment of the urban renewal area pursuant to the Second Amendment are necessary in the interests of public health, safety, and welfare of the residents of the City.
- (c) There continues to be a need for the Agency to function in the City.
- (d) The Second Amendment conforms to the Comprehensive Plan of the City of Coeur d'Alene, as amended.
- (e) The Second Amendment gives due consideration to the provision of adequate park and recreation areas and facilities that may be desirable for neighborhood improvement (recognizing the mixed use components of the Second Amendment, the need for overall public improvements, and the proposed public open space), and shows consideration for the health, safety, and welfare of any residents or businesses in the general vicinity of the urban renewal area covered by the Second Amendment.
- (f) The Second Amendment affords maximum opportunity consistent with the sound needs of the City as a whole for the rehabilitation, development and redevelopment of the urban renewal area by private enterprises.
- (g) Pursuant to Idaho Code §§ 50-2007(h) and 50-2008(d)(1), the Second Amendment provides a feasible method for relocation obligations of any displaced families residing within the Project Area and there is not anticipated to be any activity by the Agency that would result in relocation.
- (h) The collective base assessment rolls of the Atlas District Project Area, the area added by the Second Amendment, the area added by the Second Amendment to the Existing Lake District Project Area, together with the collective base assessment roll values of the Existing Project Areas, do not exceed ten percent (10%) of the assessed values of all the taxable property in the City.
- (i) The area to be added by the Second Amendment does not exceed ten percent (10%) of the geographical area contained within the Existing River District Project Area and the area to be added is contiguous to the Existing River District Project Area.
- (j) The Second Amendment includes the requirements set out in Idaho Code § 50-2905 with specificity.
- (k) The Second Amendment is sufficiently complete to indicate such land acquisition, demolition and removal of structures, redevelopment, improvements, and rehabilitation as may be proposed to be carried out in the urban renewal area, zoning and planning changes, if any, land uses, maximum densities, building

requirements, and any method or methods of financing such plan, which methods may include revenue allocation financing provisions.

- (l) The urban renewal area, which includes the deteriorating area, as defined in Idaho Code §§ 50-2018(9) and 50-2903(8)(f), does not include any agricultural operation for which the Agency has not received a written consent, or has not been used for agricultural purposes for three (3) consecutive years.
- (m) The portion of the Project Area which is identified for non-residential uses is necessary and appropriate to facilitate the proper growth and development standards in accordance with the objectives of the Comprehensive Plan to overcome economic disuse, the need for improved traffic patterns, and the need for the correlation of this area with other areas of the City.
- (n) The portion of the Project Area which is identified for residential uses is necessary and appropriate as there is a shortage of housing of sound standards and design which is decent, safe and sanitary in the City; that the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas; that the conditions of blight in the area and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime and constitute a menace to the public health, safety, morals, or welfare; and that the acquisition of the area for residential uses is an integral part of and essential to the program of the City.

SECTION 2: The City Council finds that the Project Area has a substantial portion of open land, that the Agency may acquire any open land within the Project Area, and that the Project Area is planned to be redeveloped in a manner that will include both residential and nonresidential uses. The City Council finds that portions of the Project Area are deemed “open land,” and that the criteria set forth in the Law and Act have been met.

SECTION 3: The City Council finds that one of the Second Amendment objectives to increase the residential opportunity does meet the sound needs of the City and will provide housing opportunity in an area that does not now contain such opportunity, and the portion of the Project Area which is identified for nonresidential uses is necessary and appropriate to facilitate the proper growth and development standards in accordance with the objectives of the Coeur d’Alene Comprehensive Plan to overcome economic disuse, the need for improved traffic patterns, and the need for the correlation of this area with other areas of the City.

SECTION 4: The Second Amendment is attached hereto as Exhibit 3 and is made a part hereof, and the same is hereby approved. As directed by the City Council, the City Clerk and/or the Agency may make certain technical corrections or revisions in keeping with the information and testimony presented at the November 20, 2018, hearing and incorporate changes or modifications, if any.

SECTION 5: No direct or collateral action challenging the Second Amendment shall be brought prior to the effective date of this Ordinance or after the elapse of thirty (30) days from and after the effective date of this Ordinance adopting the Second Amendment.

SECTION 6: Upon the effective date of this Ordinance, the City Clerk is authorized and directed to transmit to the County Auditor and Tax Assessor of Kootenai County and to the appropriate officials of the City of Coeur d'Alene, Coeur d'Alene School District #271, Kootenai County, Kootenai County Ambulance, Post Falls Highway District, North Idaho Junior College, Kootenai County Hospital and the State Tax Commission a copy of this Ordinance, a copy of the legal description of the boundary of the deannexed area, and a map indicating the boundaries of the parcels to be deannexed from the Existing River District Project Area of the boundaries of the Revenue Allocation Area, a copy of the legal description of the boundary of the area added, and a map indicating the boundaries of the area added.

SECTION 7: The City Council hereby finds and declares that the Revenue Allocation Area as defined in the Second Amendment, the equalized assessed valuation of which the City Council hereby determines is in and is part of the Second Amendment is likely to continue to increase as a result of the initiation and completion of urban renewal projects pursuant to the Second Amendment.

SECTION 8: The City Council hereby approves and adopts the following statement policy relating to the appointment of City Council members as members of the Agency's Board of Commissioners: If any City Council members are appointed to the Board, they are not acting in an ex officio capacity but, rather, as private citizens who, although they are also members of the City Council, are exercising their independent judgment as private citizens when they sit on the Board. Except for the powers to appoint and terminate Board members and to adopt the Second Amendment, the City Council recognizes that it has no power to control the powers or operations of the Agency.

SECTION 9: So long as any Agency bonds, notes or other obligations are outstanding, the City Council will not exercise its power under Idaho Code § 50-2006 to designate itself as the Agency Board.

SECTION 10: So long as any Agency bonds, notes or other obligations are outstanding, the City Council will not modify the Second Amendment in a manner that would result in a reset of the base assessment value to current value in the year modification occurs as further set forth in the Act.

SECTION 11: This Ordinance shall be in full force and effect immediately upon its passage, approval, and publication and shall be retroactive to January 1, 2018, to the extent permitted by the Law and the Act, with the remaining Existing River District Project Area maintaining its base assessment roll as of January 1, 2003.

SECTION 12: The provisions of this Ordinance are severable, and if any provision of this Ordinance or the application of such provision to any person or circumstance is declared

invalid for any reason, such declaration shall not affect the validity of remaining portions of this Ordinance.

SECTION 13: The Summary of this Ordinance, a copy of which is attached hereto as Exhibit 4, is hereby approved.

SECTION 14: All ordinances, resolutions, orders or parts thereof in conflict herewith are hereby repealed, rescinded and annulled.

SECTION 15: SAVINGS CLAUSE: This ordinance does not affect an action or proceeding commenced or right accrued before this ordinance takes effect.

APPROVED, ADOPTED and SIGNED this 4<sup>th</sup> day of December 2018.

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Steve Widmyer, Mayor

ATTEST:

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Renata McLeod, City Clerk

Exhibit 1

RECOMMENDATION FINDING THE SECOND AMENDMENT  
IN CONFORMITY WITH COMPREHENSIVE PLAN

## COEUR D'ALENE PLANNING COMMISSION

### FINDINGS AND ORDER

#### SECOND AMENDMENT TO THE RIVER DISTRICT REDEVELOPMENT PLAN

##### A. INTRODUCTION

This matter came before the Planning Commission on November 13, 2018 on a request for review of the Second Amendment to the River District Redevelopment Plan of the Coeur d'Alene Urban Renewal Agency, doing business as ignite cda, and the City of Coeur d'Alene. The Planning Commission has reviewed the request for conformity with the City of Coeur d'Alene's Comprehensive Plan and now forwards to the City Council its recommendations.

**APPLICANTS: CITY AND IGNITE CDA**

##### B. FINDINGS: JUSTIFICATION FOR THE DECISION/CRITERIA, STANDARDS AND FACTS RELIED UPON

The Planning Commission met to consider whether the Plan conforms with the Comprehensive Plan for the City as required by Idaho Code Section 50-2008(b) and (e); and

The Planning Commission has reviewed said Plan in light of the Comprehensive Plan; and

The Planning Commission has determined that the Plan is in all respects in conformity with the Comprehensive Plan.

In considering this request, the following Comprehensive Plan goals and objectives should be considered:

**Goal #1: Natural Environment**

Our Comprehensive Plan supports policies that preserve the beauty of our natural environment and enhance the beauty of Coeur d'Alene.

**Objective 1.03 Waterfront Development:**

Encourage public and private development to incorporate and provide ample public access, both physical and visual, to the lakes and rivers.

**Objective 1.04 Waterfront Development:**

Provide strict protective requirements for all public and private waterfront developments.

**Objective 1.05 Vistas:**

Protect the key vistas and view corridors of the hillside and water fronts that make Coeur d'Alene unique.

**Objective 1.11 Community Design:**

Employ current design standards for development that pay close attention to context, sustainability, urban design, and pedestrian access and usability throughout the city.

**Objective 1.12 Community Design:**

Support the enhancement of existing urbanized areas and discourage sprawl

**Objective 1.14 Efficiency:**

Promote the efficient use of existing infrastructure, thereby reducing impacts to undeveloped areas.

**Objective 1.16 Connectivity:**

Promote bicycle and pedestrian connectivity and access between neighborhoods, open spaces, parks, and trails systems.

**Goal #2: Economic Environment**

Our Comprehensive Plan preserves the city's quality workplaces and policies, and promotes opportunities for economic growth.

**Objective 2.01 Business Image & Diversity:**

Welcome and support a diverse mix of quality professional, trade, business, and service industries, while protecting existing uses of these types from encroachment by incompatible land uses.

**Objective 2.02 Economic & Workforce Development:**

Plan suitable zones and mixed use areas, and support local workforce development and housing to meet the needs of business and industry.

**Objective 2.03 Business Enhancement & Urban Renewal:**

Support the efforts of local and regional economic development agencies such as Jobs Plus, Inc. and Ignite cda.

**Objective 2.05 Pedestrian & Bicycle Environment:**

Plan for multiple choices to live, work, and recreate within comfortable walking/biking distances.

**Objective 2.06 Cooperative Partnerships:**

Encourage public/private partnerships to procure open space for the community while enhancing business opportunities.

**Goal #3: Home Environment**

Our Comprehensive Plan preserves the qualities that make Coeur d'Alene a great place to live.

**Objective 3.01 Managed Growth:**

Provide for a diversity of suitable housing forms within existing neighborhoods to match the needs of a changing population.

**Objective 3.02 Managed Growth:**

Coordinate planning efforts with our neighboring cities and Kootenai County, emphasizing connectivity and open spaces.

**Objective 3.05 Neighborhoods:**

Protect and preserve existing neighborhoods from incompatible land uses and developments.

**Objective 3.06 Neighborhoods:**

Protect the residential character of neighborhoods by allowing residential/commercial /industrial transition boundaries at alleyways or along back lot lines if possible.

**Objective 3.08 Housing:**

Design new housing areas to meet the city's need for all income and family status categories.



**Objective 3.16 Capital Improvements:**

Ensure infrastructure and essential services are available for properties in development.

**Objective 3.18 Transportation:**

Provide accessible, safe and efficient traffic circulation for motorized, bicycle and pedestrian modes of transportation, requesting input from authoritative districts and neighboring communities when applicable.

**Goal #4: Administrative Environment**

Our Comprehensive Plan advocates efficiency and quality management.

**Objective 4.01 City Services:**

Make decisions based on the needs and desires of the citizenry.

**Objective 4.03 Project Financing:**

Manage in-house finances (and appropriate outside funding, when necessary).

**C. ORDER: CONCLUSION AND DECISION**

The Planning Commission, pursuant to the foregoing Findings concludes that the Second Amendment to the River District Redevelopment Plan **is** in conformity with the Comprehensive Plan and therefore forwards this recommendation to the City Council.

Motion by Ingalls, seconded by Fleming to adopt the foregoing Findings and Order.

**ROLL CALL:**

Commissioner Fleming	Voted Yes
Commissioner Ingalls	Voted Yes
Commissioner Luttrupp	Voted Yes
Commissioner Mandel	Voted Yes
Commissioner Rumpler	Voted Yes
Commissioner Ward	Voted Yes

Motion to approve carried by a 6 to 0 vote.


  
CHAIRMAN TOM MESSINA

Exhibit 2

NOTICE PUBLISHED IN COEUR D'ALENE PRESS

**AFFIDAVIT OF PUBLICATION**

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

Ashley Kinzer, being first duly sworn upon oath, deposes and states:

1. I am now and at all times hereinafter mentioned was a citizen of the United States, resident of the State of Idaho, over the age of twenty-one years and not a party of the above entitled action.

2. I am now and at all times hereinafter mentioned was the printer (principal clerk) of the "Coeur d'Alene Press", a newspaper printed and published daily in Coeur d'Alene, Kootenai County, Idaho, and having a general circulation in said county.

3. The Legal Notice of which the annexed is a printed copy, was published in the regular Friday issue of said newspaper for 2 consecutive week commencing on the 19 day of October, 2018, and ending on the 2 day of November, 2018, and such publication was made as often during said period as said daily newspaper was regularly issued.

4. That said newspaper has been continuously and uninterruptedly published in said Kootenai County, during a period of more than seventy-eight consecutive weeks immediately prior to the first publication of said notice

Ashley Kinzer  
On this 2 day of November in the year of 2018 before me, a Notary Public, personally appeared Ashley Kinzer, known or identified to me to be the person whose name subscribed to the within instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledged to me that he executed the same.



Katrina George  
Notary Public for the State of Idaho  
Residing in Coeur d'Alene, Idaho

MY COMMISSION EXPIRES 8/29/23

**NOTICE OF REGULAR  
MEETING AND PUBLIC  
HEARING BY THE CITY  
COUNCIL OF THE CITY OF  
COEUR D'ALENE, IDAHO  
TO CONSIDER THE SECOND  
AMENDMENT TO THE RIVER  
DISTRICT REDEVELOP-  
MENT PLAN OF THE COEUR  
D'ALENE URBAN RENEWAL  
AGENCY, DOING BUSINESS  
AS IGNITE CDA**

NOTICE IS HEREBY GIVEN that the City Council ("City Council") of the City of Coeur d'Alene, Idaho ("City") will hold, during its regular meeting, a public hearing in the Library Community Room, 702 E. Front Avenue, Coeur d'Alene, Idaho, 83814 on Tuesday, November 20, 2018, at 6:00 p.m., to consider for adoption the Second Amendment ("Second Amendment") to the River District Redevelopment Plan (the "Plan"), concerning the existing River District Project Area of the Coeur d'Alene Urban Renewal Agency, doing business as Ignite CDA ("Agency"). The general scope and objective of the Second Amendment is the deannexation of three small strips of land from the boundaries of the existing River District Project Area, as well as the addition of approximately 11 total acres of undeveloped land divided into two separate areas of nine acres and two acres, both areas adjacent and contiguous to the existing River District Project Area. The Second Amendment proposes that the Agency undertake urban renewal projects, including identifying public facilities for funding, pursuant to the Idaho Urban Renewal Law of 1965, chapter 20, title 50, Idaho Code, as amended. The Second Amendment being considered for adoption contains a revenue allocation financing provision pursuant to the Local Economic Develop-

ment Act, chapter 29, title 50, Idaho Code, as amended ("Act"), that for the area added will cause property taxes resulting from any increase in equalized assessed valuation in excess of the equalized assessed valuation as shown on the base assessment roll as of January 1, 2018, to be allocated to the Agency for urban renewal purposes. The boundary of the additional area includes both urban renewal and revenue allocation areas. The existing River District Project Area contains a previously adopted revenue allocation financing provision pursuant to the Act that will continue to cause property taxes resulting from any increase in equalized assessed valuation in excess of the equalized assessed valuation as shown on the base assessment roll as of January 2003, to be allocated to the Agency for urban renewal purposes. The Agency has adopted and recommended approval of the Second Amendment. The City Council will also be considering the first reading of an Ordinance to adopt the Second Amendment at the meeting scheduled for November 20, 2018, at 6:00 p.m., and will also be considering the consolidated second reading and third reading of an Ordinance to adopt the Second Amendment at the meeting scheduled for Tuesday, December 4, 2018, at 6:00 p.m.

The general scope and objectives of the Second Amendment for the area added are:

The Second Amendment proposes improvements to public infrastructure and other publicly owned assets throughout the expansion area, creating the framework for the development of mixed-use, residential, commercial, and retail areas, cultural centers, medical facilities, educational facilities, multi-purpose athletic and performance facilities, other public facilities and improvements, including, but not limited to streets, streetscapes, water and sewer improvements, environmental remediation/site preparation, parking, community facilities, and pedestrian/bike paths and trails.

Any such land uses as described in the Second Amendment will be in conformance with zoning for the City and the Coeur d'Alene Comprehensive Plan (2007-2027), as adopted by the City Council. Land made available will be developed by private enterprises or public agencies as authorized by law. The Second Amendment identifies various public and private improvements which may be made within the Project Area.

The Second Amendment shall deannex the following parcels from the existing River District Project Area:

- 1) a strip of approximately 2 acres of partially vacated right-of-way owned by the City on the south side of Seltice Way;
- 2) a strip of approximately 1.5 acres along the northwestern boundary of the existing River District Project Area adjacent to the Riverstone Development and including a portion of the existing Prairie Trail; and
- 3) a strip of approximately .2 acres along the southwestern boundary of the existing River District Project Area to adjust a boundary along the Riverstone Development.

The area added to the existing River District Project Area and Revenue Allocation Area herein referred to is described as follows:

An area consisting of approximately 11 acres of undeveloped land as follows:

- 1) approximately 9 acres of undeveloped land contiguous to the existing River District Project Area on the south side of Seltice Way; and
- 2) approximately 2 acres of undeveloped land contiguous to the western boundary of the existing River District Project Area and adjacent to the Riverstone Development.

The deannexation of certain areas, shown as diagonal lines in "green" and "purple" and the addition of area, shown in "pink," to the existing River District Project Area is also depicted in the map below.

Copies of the proposed Second Amendment are on file for public inspection and copying for the cost of duplication at the office of the City Clerk, City Hall, 710 E. Mullan Avenue, Coeur d'Alene, Idaho, 83814, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, exclusive of holidays.

The hearing will be held in a handicapped accessible facility. All information presented in the hearing shall also be available upon advance request in a form usable by persons with hearing or visual impairments. Individuals with other disabilities may receive assistance by contacting the City 24 hours prior to the hearing.

At the hearing date, time and place noted above (November 20, 2018, at 6:00 p.m.), all persons interested in the above matters may appear and be heard. Written comments will also be accepted. Comments should be directed to the Coeur d'Alene City Clerk. Written comments should be submitted prior to the hearing date.

DATED this 15th day of October 2018.

Renata McLeod, City Clerk  
CDA LEGAL 510  
AD# 236710  
OCTOBER 19, NOVEMBER 2, 2018

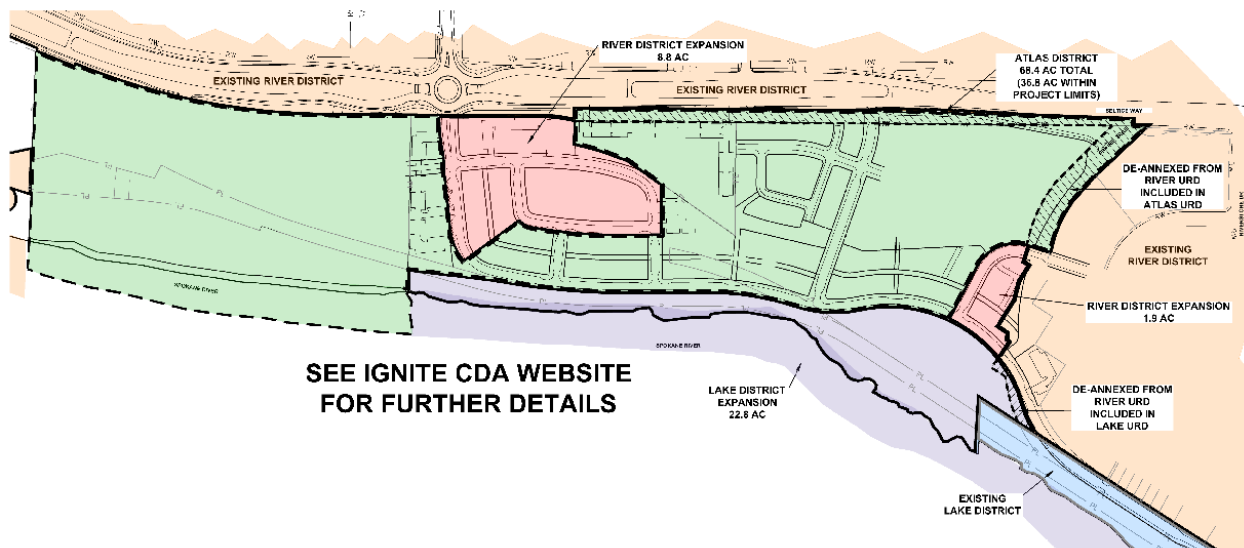


Exhibit 3

SECOND AMENDMENT TO THE RIVER DISTRICT REDEVELOPMENT PLAN

**SECOND AMENDMENT TO THE  
RIVER DISTRICT REDEVELOPMENT PLAN**

**URBAN RENEWAL PROJECT**

**COEUR D'ALENE URBAN RENEWAL AGENCY**  
**(formerly known as Lake City Development Corporation and now known as ignite cda)**

**CITY OF COEUR D'ALENE, IDAHO**

**Ordinance No. 3155**  
**Adopted November 18, 2003**  
**Effective November 26, 2003**

**First Amendment to the  
River District Redevelopment Plan**  
**Ordinance No. 3543**  
**Adopted July 13, 2016**  
**Effective July 15, 2016**

**Second Amendment to the  
River District Redevelopment Plan**  
**Ordinance No. \_\_\_\_\_**  
**Adopted \_\_\_\_\_, 2018**  
**Effective \_\_\_\_\_, 2018**

## **BACKGROUND**

This Second Amendment (“Second Amendment”) to the River District Redevelopment Plan (the “Plan”) amends the Plan for the following purposes: 1) to deannex a strip of approximately 2 acres of partially vacated right-of-way owned by the City of Coeur d’Alene (the “City”) on the south side of Seltice Way from the plan area/revenue allocation area created by the Plan, commonly referred to as the “River District Project Area,” as amended by the First Amendment to the Plan in 2016, which deannexed approximately 56 acres of developed parcels from the River District Project Area; 2) to deannex a strip of approximately 1.5 acres along the northwestern boundary of the River District Project Area adjacent to the Riverstone Development and including a portion of the existing Prairie Trail; 3) to deannex a strip of approximately .2 acres along the southwestern boundary of the River District Project Area to adjust a boundary along the Riverstone Development; 4) to add approximately 9 acres of open land contiguous to the River District Project Area on the south side of Seltice Way; and 5) to add approximately 2 acres of open land contiguous to the western boundary of the River District Project Area and adjacent to the Riverstone Development. The scope of this Second Amendment is limited to addressing the deannexation from, and the addition of area to, the River District Project Area. It is important to note this Second Amendment to the Plan does not extend the Plan’s duration. The Plan terminates on December 31, 2027; however, revenue allocation proceeds will be received in 2028 pursuant to Idaho Code § 50-2905(7).

This Second Amendment to the Plan, which deannexes and adds area to the River District Project Area, does not result in a reset of the base assessment roll values to the current equalized assessed values in the year following the amendment or modification of the Plan. House Bill 606, effective July 1, 2016, amended the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended (the “Act”), firmly establishing “[f]or plans adopted or modified prior to July 1, 2016, and for subsequent modifications of those urban renewal plans, the value of the base assessment roll of property within the revenue allocation area shall be determined as if the modification had not occurred.” Idaho Code § 50-2903(4). Though the provisions of Idaho Code § 50-2903A do not apply to the Plan, a plan amendment or modification to accommodate a deannexation in the revenue allocation area boundary or to add area to an existing revenue allocation area pursuant to Idaho Code § 50-2033 are specifically identified exceptions to a base reset. Idaho Code § 50-2903A(1)(a)(ii) and (iii). This highlights the legislative support for these types of amendments.

The deannexation of the three strips of land from the River District Project Area will have no impact on the affected taxing districts because the property is City-owned and/or otherwise tax exempt. To the extent there is any taxable value associated with the deannexed parcels it would be insignificant and result in no real budgetary impact on the affected taxing districts. The Coeur d’Alene Urban Renewal Agency, formerly known as Lake City Development Corporation and now known as ignite cda (the “Agency”) does not receive any discernible revenues from the deannexed areas. Since the property is tax exempt, there is no increment value to be included in the net taxable value of the taxing district when calculating the property tax levies pursuant to section 63-803, Idaho Code. Likewise, there is no value to be included on the new construction roll by virtue of the deannexations.

Idaho Code § 50-2033 permits an urban renewal agency to add area to an existing revenue allocation area one (1) time “so long as the total area to be added is not greater than ten percent (10%) of the existing revenue allocation area and the area to be added is contiguous to the existing revenue allocation area . . .” Idaho Code § 50-2033. Contiguity cannot be established solely by a shoestring or public or railroad right-of-way. *See* Idaho Code § 50-2033. The two geographic areas to be added to the River District Project Area are contiguous to the existing Project Area and combined are less than 10% of the existing revenue allocation area.

A separate base assessment value will be established for the open land areas to be added to the River District Project Area, effective retroactive to January 1, 2018. The Agency will receive an allocation of revenues from the added area from any increases in value above the base value through the remaining years of the Plan. The base values for the original Project Area will continue to be retroactive to January 1, 2003.

The area to be added to the River District Project Area was deemed to be a deteriorated area and/or a deteriorating area under the Law and the Act and, therefore, eligible for inclusion into the existing revenue allocation area pursuant to the Atlas Mill Site Urban Renewal Eligibility Report, prepared by Panhandle Area Council, dated February 14, 2017 (the “Eligibility Report”). The Eligibility Report was submitted to the Agency, which by adoption of Resolution No. 17-04 on May 10, 2017, found the additional area to be eligible and authorized the transmission of the Eligibility Report and Resolution to the Coeur d’Alene City Council, together with the Agency’s recommendation that the area be designated as appropriate for an urban renewal project, and seeking direction from the City Council to proceed with an urban renewal plan amendment. The Coeur d’Alene City Council by adoption of Resolution No. 17-036 on May 16, 2017, found the area under consideration to be a deteriorating area or a deteriorated area in the City, as defined by the Law and the Act, and authorized preparation of a new plan area and/or a plan amendment.

## **AMENDMENTS TO THE PLAN**

1. Definitions. Capitalized terms not otherwise defined herein shall have the respective meanings ascribed to such terms in the Plan, as amended by the First Amendment to the Plan.

2. The following defined terms in the Plan, as amended by the First Amendment to the Plan, are further amended throughout the Plan as follows:

a. Delete “Amended Project Area” and replace with “Second Amended Project Area” except where specifically referenced in this Second Amendment.

b. Delete references to “Attachment 5” and replace with “Attachment 5, as supplemented by Attachments 5A and 5B” except where specifically referenced in this Second Amendment.

3. Amendment to Section 100 of the Plan. Section 100 is amended by deleting the list of attachments and replacing it as follows:



Legal Description of the Amended Project Area and Amended Revenue Allocation Area Boundaries (Attachment 1);

Legal Descriptions of the Boundaries of the Deannexed Areas (Attachment 1A);

Legal Descriptions of the Boundaries of the Additional Areas (Attachment 1B);

Amended Project Area- Amended Revenue Allocation Area Boundary Map (Attachment 2);

Boundary Map of the Deannexed Areas (Attachment 2A);

Boundary Map of the Additional Areas (Attachment 2B);

Properties Which May Be Acquired by the Agency (Attachment 3);

Map Depicting Expected Land Uses and Current Zoning Within the Second Amended Project Area (Attachment 4); **[Intentionally Omitted—No Amendment]**

Economic Feasibility Study for the River District Urban Renewal Area, Including 2018 Update (Attachment 5)

Supplement to the Economic Feasibility Study for the River District Urban Renewal Area: Financial Analysis Related to the 2016 Deannexation (Attachment 5A)

Second Supplement to the Economic Feasibility Study for the River District Urban Renewal Area for the Area Added by the Second Amendment (Attachment 5B)

4. Amendment to Section 102.1 of the Plan, as amended by the First Amendment to the Plan. Section 102.1 entitled “CONFORMANCE WITH STATE OF IDAHO URBAN RENEWAL LAW OF 1965, AS AMENDED” is amended by adding new paragraphs to the end of the language added by the First Amendment to the Plan as follows:

Subsequent to the First Amendment, in 2017, the Agency and City reviewed approximately three areas for deannexation from the Amended Project Area as follows: a strip of approximately 2 acres of partially vacated<sup>1</sup> right-of-way to the south of Seltice Way owned by the City; a strip of approximately 1.5 acres along the northwestern boundary of the Amended Project Area adjacent to the Riverstone Development and including a portion of the existing Prairie Trail; and a strip of approximately .2 acres along the southwestern boundary of the Amended Project Area to adjust a boundary along the Riverstone Development. At the same time, the Agency and City also reviewed

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<sup>1</sup> Partial vacation of the right-of-way shall occur no later than the date the City Council adopts its ordinance approving the Second Amendment.

approximately 11 acres<sup>2</sup> of open land adjacent and contiguous to the Amended Project Area for an eligibility determination for an urban renewal project. The additional area to be added to the Amended Project Area was reviewed and determined to be eligible by Agency Resolution 17-04 on May 10, 2017. The additional area was certified as eligible by the City Council on May 16, 2017, by adoption of City Council Resolution No. 17-036.

With the adoption of Resolution No. 17-036, the City Council found the additional area to be a deteriorated area and/or a deteriorating area existing in the City as defined by the Law and Act and authorized preparation of a plan amendment. The approximately 4 acres subject to deannexation and the approximately 11 acres being added to the Amended Project Area hereby create the “Second Amended Project Area.”

This Second Amendment to the River District Redevelopment Plan (the “Second Amendment”) was prepared and submitted to the Agency for its review and approval. The Agency approved the Second Amendment by the adoption of Agency Resolution No. [\_\_\_\_\_] on [\_\_\_\_\_, 2018] and submitted the Second Amendment to the City Council with its recommendation for adoption.

In accordance with the Law, this Second Amendment was submitted to the Planning and Zoning Commission of the City. After consideration of the Second Amendment, the Commission reported to the City Council that this Second Amendment is in conformity with the City’s Comprehensive Plan, as amended.

Pursuant to the Law and Act, the City Council having published due notice thereof, held a public hearing on the Second Amendment. Notice of the hearing was duly published in the *Coeur d’Alene Press*, a newspaper having general circulation in the City. The City Council adopted the Second Amendment on \_\_\_\_\_, 2018, by Ordinance No. \_\_\_\_\_.

5. Amendment to Section 103 of the Plan. Section 103 is amended by adding new paragraphs following the first paragraph as follows:

During 2017, the City, Agency, and other interested parties began to examine the need to expand the Amended Project Area to include all or a portion of the abandoned lumber mill site, often referred to as the former “Atlas Mill” site, and all or a portion of a former railroad right-of-way. All structures related to the mill operation have been razed. The approximately 11 acres total of open land to be added to the Amended Project Area is separated into two separate geographic areas. The first area is estimated to be 2 acres and is adjacent and contiguous to the western boundary of the development commonly referred to as the Riverstone development. The second area is estimated to be 9 acres and is adjacent and contiguous to a portion of the southern boundary of the Amended Project Area along Seltice Way. The City owns the areas to be added to the Amended Project

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<sup>2</sup> The approximately 11 acres reviewed for eligibility was included within the scope and boundaries of a larger study area.

Area and is in the process of annexing the areas into the City.<sup>3</sup> It is anticipated that shortly after approval of the Second Amendment the Agency will acquire all or a portion of the proposed expansion area from the City.

The areas to be added to the Amended Project Area lack public infrastructure such as internal roadways limiting access to the parcels and impairing development potential. Additionally, water and sewer lines will need to be extended into portions of the Second Amended Project Area. There are fire suppression issues that prevent significant development within the expansion area. The abandoned mill site will require site remediation due to contamination from mill operations. Generally, the lack of public infrastructure has resulted in the economic underdevelopment of the area. Prior to its acquisition by the City, the location of the former railroad right-of-way presented a significant impediment to development of the area as it precluded the ability to assemble lots for development. Further, the large parcel size is a detriment to urban development. There are no pedestrian amenities within the expansion area, which lacks sidewalks, curbs, gutters, and street-lighting. The area to be added also contains unsanitary conditions, including excessive amounts of junk, trash, and weeds throughout the area.

The Plan proposes improvements to public infrastructure and other publicly owned assets throughout the expansion area, creating the framework for the development of mixed-use, residential, commercial, and retail areas, cultural centers, medical facilities, educational facilities, multi-purpose athletic and performance facilities, other public facilities and improvements, including, but not limited to streets, streetscapes, water and sewer improvements, environmental remediation/site preparation, parking, community facilities, and pedestrian/bike paths and trails. The expansion area is underdeveloped or vacant and is not being used to its highest and best use due to deterioration of site and other improvements, environmental deficiencies, the age and obsolescence of infrastructure, the predominance of defective or inadequate street layout, need for modern traffic requirements, insanitary and unsafe conditions, faulty lot layout and inadequate utility infrastructure needed for development. The foregoing conditions have arrested or impaired growth in the expansion area.

6. Amendment to Plan to add new Section 105. The Plan is amended to add new Section 105 as follows:

### **105 Open Land Criteria**

This Second Amendment contemplates Agency acquisition of property within the Second Amended Project Area requiring the area meets the conditions set forth in Idaho Code § 50-2008(d). These conditions include defective or unusual conditions of title, diversity of ownership, tax delinquency, improper subdivisions, outmoded street patterns, deterioration of site, and faulty lot layout, all of which are included in one form or another in the definitions of deteriorated area or deteriorating area set forth in Idaho Code §§ 50-2018(8), (9) and 50-2903(8). The issues listed only in Idaho Code § 50-

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<sup>3</sup> Acquisition and annexation shall occur no later than the date the City Council adopts its ordinance approving the Second Amendment.

2008(d)(4)(2) (the open land section) include economic disuse, unsuitable topography, and “the need for the correlation of the area with other areas of a municipality by streets and modern traffic requirements, or any combination of such factors or other conditions which retard development of the area.”

Open land areas qualify for Agency acquisition and development for residential uses if the City Council determines there is a shortage of housing of sound standards and design which is decent, safe and sanitary in the City, that the need for housing will be increased as a result of the clearance of slums in other areas, that the conditions of blight in the area and the shortage of decent, safe and sanitary housing contributes to an increase in the spread of disease and crime and constitutes a menace to the public health, safety, morals, or welfare, and that the acquisition of the area for residential uses is an integral part of and essential to the program of the City. Due to the City’s expected growth, the need for housing is significant and integral to a successful mixed-use project area.

Open land areas qualify for Agency acquisition and development for primarily nonresidential uses if acquisition is necessary to facilitate the proper growth and development of the Project Area in accordance with City planning objectives if any of the deteriorating area conditions set forth in Idaho Code §§ 50-2018(8), (9) and 50-2903(8) apply. But such areas also qualify if any of the issues listed only in 50-2008(d)(4)(2) apply. The lack of water and sewer facilities, large parcel size, a deficient street system, lack of fire protection facilities, economic disuse, unsuitable topography and environmental issues are all conditions which delay or impair development of the open land areas and satisfy the open land conditions as more fully supported by the Atlas Mill Site Urban Renewal Eligibility Report, prepared by Panhandle Area Council, dated February 14, 2017.

7. Amendment to Section 200 of the Plan, as amended by the First Amendment to the Plan. Section 200, as amended by the First Amendment to the Plan, entitled “DESCRIPTION OF THE AMENDED PROJECT AREA” is deleted and replaced as follows:

#### **DESCRIPTION OF THE SECOND AMENDED PROJECT AREA**

The boundaries of the Amended Project Area and of the Amended Revenue Allocation Area pursuant to the First Amendment are described in Attachment 1 and are shown on the Amended Project Area and Amended Revenue Allocation Area Boundary Map, in Attachment 2.

Pursuant to the Second Amendment, the boundaries of the deannexed areas are described in the Legal Descriptions of the Boundaries of the Deannexed Areas in Attachment 1A and are shown on the Boundary Map of the Deannexed Areas in Attachment 2A. The boundaries of the areas added to the Amended Project Area, pursuant to the Second Amendment, are described in the Legal Descriptions of the Boundaries of the Additional Areas in Attachment 1B and are shown on the Boundary Map of the Additional Areas in Attachment 2B.

The attachments referenced above are attached hereto and are incorporated herein by reference.

8. Amendment to Section 301 of the Plan.

a. Section 301 is amended by deleting paragraph 6 and replacing it as follows:

6. The installation, construction, or reconstruction of streets and utilities, including, removal, burying, or relocation of overhead utilities; extension of electrical distribution lines and transformers; improvement of irrigation and drainage ditches and laterals; addition of fiber optic lines or other communication systems; and improvement of storm drainage facilities, flood control facilities, parking facilities, and other public improvements, including but not limited to, water and sewer improvements, fire protection systems, roadways, curbs, gutters, and streetscapes, which for purposes of this Plan, the term streetscapes includes sidewalks, lighting, landscaping, benches, bike racks, public art and similar amenities between the curb and right-of-way line; and other public improvements, including parks, pedestrian/bike paths and trails, plazas, open space, riverfront access points and docks, and other recreational facilities; other public improvements related to the development of mixed-use residential, commercial, secondary waterfront commercial and retail areas, cultural centers, medical facilities, educational facilities, multi-purpose athletic and performance facilities and other public facilities that may be deemed appropriate by the Board;

b. Section 301 is amended by deleting paragraph 10 and replacing it as follows:

10. The preparation and assembly of adequate sites for the development and construction of facilities for mixed-use, residential, commercial and retail areas, cultural centers, medical facilities, educational facilities, multi-purpose athletic and performance facilities and other public or governmental use;

c. Section 301 is amended by adding paragraph 13 as follows:

13. The remediation of certain site conditions and other environmental remediation to encourage development of land by private enterprise.

9. Amendment to Section 302 of the Plan, as amended by the First Amendment to the Plan. Section 302, as amended by the First Amendment to the Plan, is further amended by deleting the first sentence of the second paragraph and replacing it as follows:

The Second Amended Project Area includes the area as described in Section 200.

10. Amendment to Section 304 of the Plan. Section 304 of the Plan is amended by adding a sentence to the end of the first paragraph as follows:

In order to implement this Plan, the City will transfer all City owned real property in the expansion area, the boundaries of which are shown on Attachment 2B, to the Agency on January 2, 2019.

11. Amendment to Section 305.1 of the Plan. Section 305.1 of the Plan is amended by deleting and replacing the last paragraph as follows:

Under the provisions of the Act, the urban renewal plan “shall be sufficiently complete to indicate such land acquisition, demolition, and removal of structures, redevelopment, improvements, and rehabilitation as may be proposed to be carried out in the urban renewal area...” Idaho Code § 50-2018(12)(b). The Agency has identified its intent to acquire and/or participate in the development of certain public improvements in this Plan, and to encourage development opportunities consistent with the Plan. The public improvements are intended to be dedicated to the City upon completion. The area to be acquired is set forth in Attachment 3. The Agency reserves the right to determine which properties, if any, should be acquired. The open land areas qualify for Agency acquisition as further set forth in Section 105 of Plan, as amended.

12. Amendment to Section 402 of the Plan. Section 402 of the Plan is amended by deleting the paragraph and replacing it as follows:

The Agency intends to rely upon the overall land use designations and zoning classifications of the City, as may be amended, and as set forth in the City’s Comprehensive Plan and the Coeur d’Alene City Code, including the future land use map and zoning classifications, as may be amended. Following annexation, the zoning classification for the Project Area is expected to be C-17, which is intended as a broad spectrum commercial district that permits limited service, wholesale/retail, and heavy commercial in addition to allowing a full range of residential development products. Provided, however, nothing herein within this Plan shall be deemed to be granting any particular right to zoning classification or use.

13. Amendment to Section 504 of the Plan, as amended by the First Amendment to the Plan.

a. Section 504 is amended by deleting the first sentence of the first paragraph and replacing it as follows: The Agency hereby adopts revenue allocation financing provisions as authorized by the Act, Chapter 29, Title 50, Idaho Code, effective retroactively to January 1, 2003, for the original Project Area, as amended by the First Amendment, and effective retroactively to January 1, 2018, for the area added to the Amended Project Area by the Second Amendment.

b. Section 504, as amended by the First Amendment to the Plan, is further amended by deleting the first and second sentences of the fourth paragraph and replacing it as follows: A statement listing proposed public improvements and facilities, an economic feasibility study, estimated project costs, fiscal impact upon other taxing districts, and methods of financing project costs required by Idaho Code Section 50-2905

is included in Attachment 5, as updated in 2018, for the Amended Project Area, and in Attachment 5B for the 2018 expansion. The estimated financial impact to the Agency as a result of the deannexation of developed parcels from the existing Project Area pursuant to the First Amendment is set forth in Attachment 5A. The information contained in Attachment 5B necessarily incorporates estimates and projections based on the Agency's present knowledge and expectations and includes analysis and assessment based on the additional estimated 11 acres added to the Amended Project Area. There is no financial impact to the Agency or the taxing districts as a result of the deannexation of the three strips of land totaling an estimated 4 acres because the property is City-owned, tax exempt and/or has insignificant taxable value resulting in no budgetary impact. The Agency does not receive any discernible revenues from the deannexed areas. Since the property is tax exempt, there is no increment value to be included in the net taxable value of the taxing district when calculating the property tax levies pursuant to Idaho Code § 63-803. Likewise, there is no value to be included on the new construction roll by virtue of the deannexation.

14. Amendment to Section 504.1 of the Plan, as amended by the First Amendment to the Plan. Section 504.1, as amended by the First Amendment to the Plan, is further amended by deleting Section 504.1, as amended, and replacing it as follows:

Attachment 5 consists of the Economic Feasibility Study for the Urban Renewal Area prepared by Keyser Marston Associates, Inc. and includes updated projections prepared by the Executive Director of the Agency, in 2018. Attachment 5A includes the estimated financial impact to the Agency as a result of the deannexation of certain developed parcels from the existing Project Area pursuant to the First Amendment prepared by the Panhandle Area Council. Attachment 5B consists of the Economic Feasibility Study (entitled Financial Feasibility Study) for the area added pursuant to the Second Amendment prepared by Welch Comer Engineers in association with Heartland LLC Real Estate Advisors. Primary contacts are Phil Boyd, P.E. and Matt Anderson, respectively. (collectively, Attachments 5, 5A, and 5B are referred to as the "Study").

Further detail supporting the data provided in Attachment 5B is included in the Atlas Site Masterplan for Atlas Waterfront Project, dated September 2018 (the "Comprehensive Report"). The Comprehensive Report more broadly supports the anticipated spectrum of development for the greater project over three revenue allocation areas based on the significant work with stakeholders and is available for review and copying at the Agency's office.

15. Amendment to Section 504.3 of the Plan, as amended by the First Amendment to the Plan. Section 504.3, as amended by the First Amendment to the Plan, is further amended by deleting Section 504.3, as amended, and replacing it as follows:

Under the Act, the base assessed valuation for all revenue allocation areas cannot exceed gross/net ten percent (10%) of the current assessed taxable value for the entire City. According to the Kootenai County Assessor, the assessed taxable value for the City

as of January 1, 2017<sup>4</sup>, less homeowners' exemptions is \$4,487,283,826. Therefore, the 10% limit is \$448,728,383.

The adjusted base assessed value of each of the existing or proposed expansions to the existing revenue allocation areas as of January 1, 2017, is as follows:

Existing River District Project Area	\$16,047,528
2018 River District Project Area Amendment <sup>5</sup>	\$1,790,106
Existing Lake District Project Area	\$126,124,003
2018 Lake District Project Area Amendment	\$1,400,953
Atlas District Project Area	\$8,885,404
<b>TOTAL:</b>	<b>\$154,247,994</b>

The adjusted base values for the combined revenue allocation areas total \$154,247,994, which is less than 10% of the City's 2017 taxable value.

Further Idaho Code § 50-2033 provides that after July 1, 2011: "[a]n urban renewal plan that includes a revenue allocation area may be extended only one (1) time to extend the boundary of the revenue allocation so long as the total area to be added is not greater than ten percent (10%) of the existing revenue allocation area and the area to be added is contiguous to the existing revenue allocation area but such contiguity cannot be established solely by a shoestring or strip of land which comprises a railroad or public right-of-way." The Amended Project Area, less approximately 4 acres deannexed from the Amended Project Area, consists of 307 acres; therefore, the 10% geographic limit is approximately 30 acres. The area to be added to the Amended Project Area, which is adjacent and contiguous to the Amended Project Area, consists of approximately 11 acres, which is less than 10% of the acreage included in the Amended Project Area.

16. Amendment to Section 504.8 of the Plan. Section 504.8 of the Plan is amended by deleting Section 504.8 and replacing it as follows:

An estimate of the overall impact of the revenue allocation project on each taxing district is shown in the Study.

The assessed value for each property in a revenue allocation area consists of a base value and an increment value. The base value is the assessed value as of January 1 of the year in which a revenue allocation area is approved by a municipality, with periodic adjustments allowed by Idaho law. The addition of the geographic area to the

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<sup>4</sup> Due to the timing of the assessment process and creation of this Second Amendment, the 2017 values have been used to establish compliance with the 10% limitation. Using the 2017 values, the total value of the existing and proposed revenue allocation areas combined with the value of this Second Amended Project Area are less than 4% of the total value of the City. Even assuming an increase in values for 2018, the combined values of the revenue allocation areas would not exceed 10% of the current assessed taxable value for the entire City.

<sup>5</sup> The Second Amendment to the River District Project Area also includes deannexation of three strips of land from the Amended Project Area. The deannexation will have no impact on this analysis as the property to be deannexed is owned by the City, is tax exempt and/or has no discernible taxable value.



Amended Project Area does not reset the base; however, for the area added, the base value is the assessed value as of January 1 of the year in which the municipality approved the expansion, or in this instance January 1, 2018. The increment value is the difference between the adjusted base assessed value and current assessed taxable value in any given year while the property is in a revenue allocation area. Under Idaho Code § 63-802, taxing entities are constrained in establishing levy rates by the amount each budget of each taxing district can increase on an annual basis. Taxing entities submit proposed budgets to the County Board of Commissioners, which budgets are required to comply with the limitations set forth in Idaho Code § 63-802. Therefore, the impact of revenue allocation is more of a product of the imposition of Idaho Code § 63-802, than the effect of urban renewal.

The County Board of Commissioners calculates the levy rate required to produce the proposed budget amount for each taxing entity using the assessed values which are subject to each taxing entity's levy rate. Assessed values in urban renewal districts which are subject to revenue allocation (incremental values) are not included in this calculation. The combined levy rate for the taxing entities is applied to the incremental property values in a revenue allocation area to determine the amount of property tax revenue which is allocated to an urban renewal agency. The property taxes generated by the base assessed values of properties in the urban renewal districts and by properties outside revenue allocation areas are distributed to the taxing entities. Properties in revenue allocation areas are subject to the same levy rate as they would be outside a revenue allocation area. The difference is how the revenue is distributed. If the overall levy rate is less than assumed, the Agency will receive fewer funds from revenue allocation.

In addition, without the revenue allocation area and its ability to pay for public improvements and public facilities, fewer substantial improvements within the revenue allocation area would be expected during the remaining term of the Plan; hence, there would be lower increases in assessed valuation to be used by the other taxing entities.

One result of new construction occurring outside of the revenue allocation area (Idaho Code §§ 63-802 and 63-301A) is the likely reduction of the levy rate as assessed values increase for property within each taxing entity's jurisdiction. From and after December 31, 2006, Idaho Code § 63-301A prohibits taxing entities from including, as part of the new construction roll, the increased value related to new construction within a revenue allocation area until the revenue allocation authority is terminated. Any new construction within the Second Amended Project Area is not available for inclusion by the taxing entities to increase their budgets. Upon termination of this Plan, or further deannexations, the taxing entities will be able to include the accumulated new construction roll value in setting the following year's budget and revenue from such value is not limited to the three percent increase allowed in Idaho Code § 63-802(1)(a).

Pursuant to the Second Amendment and the Economic Feasibility Study concerning the expansion, as 2018 certified levy rates are not determined until late

September 2018, the 2017 certified levy rates have been used in the Study<sup>6</sup>. Those taxing districts and rates are as follows:

Kootenai County	.002970344
City of Coeur d'Alene	.005314476
Coeur d'Alene School District #271	.000010319
Kootenai County Ambulance	.000162808
Post Falls Highway District	.000566224
North Idaho Junior College	.000981595
Kootenai County Hospital	.000000000
 TOTAL:	 .010005766

The Study has made certain assumptions concerning the levy rate. First, it is anticipated the parcels currently located outside the jurisdictional boundary of the City and in unincorporated Kootenai County that are included in the Project Area will be annexed into the City. As a result, the levy rate applied to parcels within the boundaries of the City has been used to estimate revenue in the expansion area. Second, the 2017 levy rate is estimated to remain constant for the life of the revenue allocation area. The Study has assumed a conservative levy rate. The annual increment value is expected to increase by an estimated 2% over the remaining term of the Plan. If the overall levy rate is less than projected, or the land values do not increase as expected, or expected development fails to occur as estimated, the Agency shall receive fewer funds from revenue allocation.

Pursuant to Idaho Code § 50-2908, the Agency is not entitled to revenue allocation proceeds from certain levy increases which are allowed by either specific statutory authorization or approved by an election of the qualified electors of the particular taxing district. Therefore, for any levy election, the Agency will not receive revenue allocation funds which would have been generated by imposing that levy on the assessed valuation within the Second Amended Project Area. The Study has taken this statute into account.

17. Amendment to Section 500 of the Plan. Section 500 of the Plan is amended by the addition of new Section 505 entitled “MEMBERSHIP DUES AND SUPPORT OF COMMUNITY ECONOMIC DEVELOPMENT” as follows:

#### **505 Membership Dues and Support of Community Economic Development**

The Act is premised upon economic development being a valid public purpose. To the extent allowed by the Law and the Act, the Agency reserves the authority to use revenue allocation funds to contract with non-profit and charitable organizations

---

<sup>6</sup> Due to the timing of the taxing districts’ budget and levy setting process, certification of the 2018 levy rates did not occur until this Second Amendment had been prepared and considered by the Agency. In order to provide a basis to analyze the impact on the taxing entities, the 2017 levy rates are used. Use of the 2017 levy rates provides a more accurate base than estimating the 2018 levy rates.

established for the purpose of supporting economic development and job creation. Additionally, the Agency reserves the authority to expend revenue allocation funds to join, participate, and support non-profit organizations established to support Agency best practices and administration. The line item of Operating Expenses within the Study shall be deemed to include expenditures for the purposes described in this section as may be deemed appropriate during the annual budgetary process.

18. Amendment to Section 600 of the Plan. Section 600 of the Plan is amended by the addition of new subsection (m) as follows:

(m) Transfer of City owned real property in the in the expansion area, the boundaries of which are shown on Attachment 2B, to the Agency on January 2, 2019.

19. Amendment to Section 800 of the Plan. Section 800 of the Plan is amended by deleting Section 800 and replacing it as follows<sup>7</sup>:

Except for the nondiscrimination and nonsegregation provisions which shall run in perpetuity, the provisions of this Plan shall be effective, and the provisions of other documents formulated pursuant to this Plan, shall be effective for twenty-four (24) years from the effective date of the adoption of the original Plan by the City Council in 2003, subject to modifications and/or extensions set forth in Idaho Code §§ 50-2904 and 50-2905(7). The revenue allocation authority will expire on December 31, 2027, except for any revenue allocation proceeds received in calendar year 2028, as contemplated by Idaho Code § 50-2905(7).

Idaho Code § 50-2903(5) provides the Agency shall adopt a resolution of intent to terminate the revenue allocation area by September 1. In order to provide sufficient notice of termination to the affected taxing districts to allow them to benefit from the increased budget capacity, the Agency will use its best efforts to provide notice of its intent to terminate this Plan and its revenue allocation authority by May 1, 2028<sup>8</sup>, or if the Agency determines an earlier terminate date, then by May 1 of the early termination year:

a. When the Revenue Allocation Area plan budget estimates that all financial obligations have been provided for, the principal of and interest on such moneys, indebtedness, and bonds have been paid in full or when deposits in the special fund or funds created under this chapter are sufficient to pay such principal and interest as they come due, and to fund reserves, if any, or any other obligations of the Agency funded through revenue allocation proceeds shall be satisfied and the Agency has determined no additional project costs need be funded through revenue allocation financing, the allocation of revenues under Idaho Code § 50-2908 shall thereupon cease; any moneys in such fund or funds in excess of the amount necessary to pay such principal and interest shall be distributed to the

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<sup>7</sup> This amendment does not seek to extend the duration of the Agency's revenue allocation authority; rather, the intent is to update this Section to better reflect the Idaho law provisions governing termination.

<sup>8</sup> Due to the difference between the tax year and the budget-levy setting cycle, this date contemplates the Agency's receipt of revenue allocation from assessments in 2027, consistent with Idaho Code § 50-2905(7).

affected taxing districts in which the Revenue Allocation Area is located in the same manner and proportion as the most recent distribution to the affected taxing districts of the taxes on the taxable property located within the Revenue Allocation Area; and the powers granted to the urban renewal agency under Idaho Code § 50-2909 shall thereupon terminate.

b. In determining the termination date, the Plan shall recognize that the Agency shall receive allocation of revenues in the calendar year following the last year of the revenue allocation provision described in the Plan.

c. For the fiscal year that immediately predates the termination date, the Agency shall adopt and publish a budget specifically for the projected revenues and expenses of the Plan and make a determination as to whether the Revenue Allocation Area can be terminated before January 1 of the termination year pursuant to the terms of Idaho Code § 50-2909(4). In the event that the Agency determines that current tax year revenues are sufficient to cover all estimated expenses for the current year and all future years, by May 1, but in any event, no later than September 1, the Agency shall adopt a resolution advising and notifying the local governing body, the county auditor, and the State Tax Commission, recommending the adoption of an ordinance for termination of the Revenue Allocation Area by December 31 of the current year, and declaring a surplus to be distributed as described in Idaho Code § 50-2909 should a surplus be determined to exist. The Agency shall cause the ordinance to be filed with the office of the county recorder and the Idaho State Tax Commission as provided in Idaho Code § 63-215.

Upon termination of the revenue allocation authority of the Plan to the extent the Agency owns or possesses any assets, subject to the following paragraph, the Agency ~~shall intend to~~ dispose of any remaining assets by granting or conveying or dedicating such assets to the City, unless based on the nature of the asset, disposition to another public entity is more appropriate.

As allowed by Idaho Code § 50-2905(8), the Agency may retain assets or revenues generated from such assets as ~~loans;~~ long as the Agency shall have resources other than revenue allocation funds to operate and manage such assets. Similarly, facilities which provide a ~~least lease~~ income stream to the Agency for full retirement of the facility debt will allow the Agency to meet debt services obligations and provide for the continued operation and management of the facility.

~~For those assets which do not provide such resources or revenues, the Agency will likely convey such assets to the City, depending on the nature of the asset.~~

20. Amendment to Section 1100 of the Plan. Section 1100 of the Plan is deleted and replaced with new Section 1100 entitled “ANNUAL REPORT AND OTHER REPORTING REQUIREMENTS” as follows:

#### **1100 ANNUAL REPORT AND OTHER REPORTING REQUIREMENTS**

Under the Law, the Agency is required to file with the City, on or before March 31 of each year, a report of the Agency's activities for the preceding calendar year, which report shall include a complete financial statement setting forth its assets, liabilities, income, and operating expenses as of the end of such calendar year. This annual report shall be considered at a public meeting to report these findings and take comments from the public.

Additionally, the Agency must comply with certain other reporting requirements as set forth in Idaho Code § 67-450E, the local government registry portal, and Idaho Code § 50-2913, the tax commission plan repository. Failure to report the information requested under any of these statutes results in significant penalties, including loss of increment revenue, and the imposition of other compliance measures by the Kootenai County Board of County Commissioners.

21. Amendment to Plan to add new Attachment 1A. The Plan is amended to add new Attachment 1A entitled "Legal Descriptions of the Boundaries of the Deannexed Areas," attached hereto.

22. Amendment to Plan to add new Attachment 1B. The Plan is amended to add new Attachment 1B entitled "Legal Descriptions of the Boundaries of the Additional Areas," attached hereto.

23. Amendment to Plan to add new Attachment 2A. The Plan is amended to add new Attachment 2A entitled "Boundary Map of the Deannexed Areas," attached hereto.

24. Amendment to Plan to add new Attachment 2B. The Plan is amended to add new Attachment 2B entitled "Boundary Map of the Additional Areas," attached hereto.

25. Amendment to Attachment 3 of the Plan. Attachment 3 entitled "Private Properties Which May be Acquired by Lake City Development Project" is deleted and replaced with Attachment 3 entitled "Properties Which May be Acquired by the Agency," attached hereto.

26. Amendment to Attachment 5 of the Plan. Attachment 5 entitled "Economic Feasibility Study for the River District Urban Renewal Area" is supplemented to include updated 2018 projections through the duration of the Plan.

27. Amendment to Plan to add new Attachment 5B. The Plan is amended to add new Attachment 5B entitled "Second Supplement to the Economic Feasibility Study for the River District Urban Renewal Area for the Area Added by the Second Amendment," attached hereto.

28. River District Redevelopment Plan, as amended by the First Amendment, Remains in Effect. Except as expressly modified in this Second Amendment, the Plan and the Attachments thereto, as amended by the First Amendment, remain in full force and effect.

Attachment 1A

Legal Descriptions of the Boundaries of the Deannexed Areas

The Second Amendment shall deannex the following parcels from the Existing River District Project Area:

- 1) a strip of approximately 2 acres of partially vacated right-of-way owned by the City on the south side of Seltice Way
- 2) a strip of approximately 1.5 acres along the northwestern boundary of the existing River District Project Area adjacent to the Riverstone Development and including a portion of the existing Prairie Trail; and
- 3) a strip of approximately .2 acres along the southwestern boundary of the existing River District Project Area to adjust a boundary along the Riverstone Development;

and more particularly described as follows:

A portion of Government Lots 1, 2, and the Northeast Quarter of Section 10, Township 50 North, Range 4 West, Boise Meridian, described as follows; into

Commencing at the North quarter corner of said Section 10, said corner bears South 89°11'44" East a distance of 2650.43 feet from the Northwest corner of said Section 10; Thence South 03°12'44" West a distance of 151.20 feet, said point being the **TRUE POINT OF BEGINNING.**

Thence South 88° 20' 20" East a distance of 500.92 feet;

Thence South 46° 39' 59" West a distance of 20.94 feet to the southerly right of way of Seltice way said point also being on the existing River District Boundary and herein designated as Point "A";

Thence along said right of way and District Boundary North 89° 30' 26" West a distance of 2221.61 feet;

Thence North 00° 29' 34" East a distance of 49.13 feet;

Thence South 89° 30' 34" East a distance of 1196.30 feet;

Thence South 00° 29' 26" West a distance of 14.69 feet;

Thence South 89° 30' 34" East a distance of 60.00 feet;

Thence South 88° 20' 20" East a distance of 479.70 feet to the **TRUE POINT OF BEGINNING;**

**TOGETHER WITH;**

A portion of the Northeast Quarter of Section 10, Township 50 North, Range 4 West, Boise Meridian, described as follows;

**BEGINNING** at said Point "A".

Thence North  $89^{\circ} 56' 08''$  East a distance of 145.89 feet;

Thence South  $46^{\circ} 43' 12''$  West a distance of 244.81 feet to a point on a spiral curve as shown on the plat of Riviera Place as recorded in Book L, Page 194, records of Kootenai County, Idaho;

Thence southwesterly along said spiral to a point, the chord of which bears South  $43^{\circ} 01' 10''$  West a distance of 197.82 feet, said point being the beginning of a curve to the left having a radius of 522.86 feet;

Thence southwesterly along said curve through an arc length of 159.87 feet a central angle of  $17^{\circ} 31' 08''$ , a chord bearing of South  $27^{\circ} 00' 44''$  West and a chord distance of 159.25 feet to the beginning of a spiral curve as shown on said plat of Riviera Place;

Thence southwesterly along said spiral to a point, the chord of which bears South  $15^{\circ} 29' 11''$  West a distance of 67.99 feet to the southwest corner of Lot 1, Block 1 of said Riviera Place;

Thence North  $72^{\circ} 15' 30''$  West a distance of 94.04 feet to the beginning of a curve to the left having a radius of 180.00 feet;

Thence westerly along said curve through an arc length of 5.83 feet, a central angle of  $01^{\circ} 51' 17''$ , a chord bearing of North  $73^{\circ} 11' 09''$  West and a chord distance of 5.83 feet, to the existing River District Boundary;

Thence along said River District Boundary North  $15^{\circ} 10' 32''$  East a distance of 71.84 feet to the beginning of a non-tangent curve to the right having a radius of 622.86 feet;

Thence northeasterly along said River District Boundary along said curve through an arc length of 210.00 feet, a central angle of  $19^{\circ} 19' 04''$ , a chord bearing of North  $28^{\circ} 09' 39''$  East and a chord distance of 209.01 feet;

Thence along said River District Boundary North  $43^{\circ} 43' 05''$  East a distance of 192.14 feet;

Thence along said River District Boundary North  $46^{\circ} 39' 59''$  East a distance of 141.19 feet to said Point A said point being the **POINT OF BEGINNING**;

**TOGETHER WITH;**

A portion of Government Lot 3 and the Northeast Quarter of Section 10, Township 50 North, Range 4 West, Boise Meridian, described as follows;

Commencing at the North quarter corner of said Section 10, said corner bears South  $89^{\circ} 11' 44''$  East a distance of 2650.43 feet from the Northwest corner of said Section 10; Thence along the west line of said Northeast Quarter, South  $03^{\circ} 12' 44''$  West a distance of 1181.56 feet; Thence South  $86^{\circ} 47' 16''$  East a distance of 44.40 feet to the existing River District Boundary, said point being the **TRUE POINT OF BEGINNING**.



Thence along said River District Boundary North  $32^{\circ} 15' 52''$  East a distance of 40.08 feet to the beginning of a non-tangent curve to the right having a radius of 572.50 feet;

Thence southeasterly along said River District Boundary along said curve through an arc length of 161.28 feet, a central angle of  $16^{\circ} 08' 29''$ , a chord bearing of South  $30^{\circ} 48' 01''$  East and a chord distance of 160.75 feet;

Thence South  $22^{\circ} 43' 47''$  East a distance of 96.00 feet to the beginning of a curve to the left having a radius of 594.50 feet;

Thence southeasterly along said curve through an arc length of 89.15 feet, a central angle of  $08^{\circ} 35' 30''$ , a chord bearing of South  $27^{\circ} 01' 32''$  East and a chord distance of 89.06 feet, to the existing River District Boundary;

Thence along said River District Boundary North  $56^{\circ} 46' 02''$  West a distance of 86.66 feet to the beginning of a non-tangent curve to the right having a radius of 622.96 feet;

Thence northerly along said River District Boundary along said curve through an arc length of 194.58 feet, a central angle of  $17^{\circ} 53' 48''$ , a chord bearing of North  $15^{\circ} 20' 28''$  West and a chord distance of 193.79 feet;

Thence along said River District Boundary North  $56^{\circ} 45' 40''$  West a distance of 68.76 feet to the **TRUE POINT OF BEGINNING**;

Containing approximately 158,550 square feet or 3.640 acres more or less.

The area to be deannexed from the Existing River District Project Area and Revenue Allocation Area is also depicted in the map below

## Attachment 1B

### Legal Descriptions of the Boundaries of the Additional Areas

The area added to the Existing River District Project Area and Revenue Allocation Area herein referred to is described as follows:

An area consisting of approximately 11 acres of undeveloped land as follows:

- 1) approximately 9 acres of undeveloped land contiguous to the existing River District Project Area on the south side of Seltice Way; and
- 2) approximately 2 acres of undeveloped land contiguous to the western boundary of the existing River District Project Area and adjacent to the Riverstone Development.

and more particularly described as follows:

A portion of Government Lot 1 of Section 10, Township 50 North, Range 4 West, Boise Meridian, described as follows;

Commencing at the North quarter corner of said Section 10, said corner bears South  $89^{\circ}11'44''$  East a distance of 2650.43 feet from the Northwest corner of said Section 10; Thence along the North line of said section, North  $89^{\circ}11'44''$  West a distance of 2324.70 feet; Thence South  $00^{\circ}48'16''$  West a distance of 173.10 feet to the southerly right of way of Seltice Way, said point on the south line of the existing River District Boundary being the **TRUE POINT OF BEGINNING**.

Thence along said south line South  $89^{\circ}32'37''$  East a distance of 427.41 feet to the beginning of a curve to the right having a radius of 776.54 feet;

Thence easterly along said south line, along said curve through an arc length of 156.17 feet, a central angle of  $11^{\circ}31'22''$ , a chord bearing of South  $83^{\circ}46'56''$  East and a chord distance of 155.91 feet;

Thence South  $00^{\circ}29'34''$  West a distance of 92.77 feet;

Thence South  $75^{\circ}15'01''$  East a distance of 110.00 feet;

Thence South  $70^{\circ}03'03''$  East a distance of 120.00 feet;

Thence South  $54^{\circ}46'02''$  East a distance of 172.71 feet;

Thence South  $00^{\circ}20'45''$  East a distance of 213.53 feet;

Thence South  $89^{\circ}39'15''$  West a distance of 173.87 feet to the beginning of a curve to the right having a radius of 2029.50 feet;

Thence northwesterly along said curve through an arc length of 370.44 feet, a central angle of  $10^{\circ}27'29''$ , a chord bearing of North  $85^{\circ}07'00''$  West and a chord distance of 369.93 feet to the beginning of a non-tangent compound curve to the right having a radius of 90.00 feet;

Thence northwesterly along said curve through an arc length of 58.07 feet, a central angle of  $36^{\circ} 58' 17''$ , a chord bearing of North  $61^{\circ} 24' 07''$  West and a chord distance of 57.07 feet;

Thence South  $53^{\circ} 47' 47''$  West a distance of 282.44 feet to the beginning of a non-tangent curve to the right having a radius of 237.00 feet;

Thence northwesterly along said curve through an arc length of 146.98 feet, a central angle of  $35^{\circ} 32' 01''$ , a chord bearing of North  $23^{\circ} 42' 43''$  West and a chord distance of 144.64 feet;

Thence North  $05^{\circ} 56' 42''$  West a distance of 237.54 feet;

Thence North  $08^{\circ} 06' 52''$  West a distance of 66.05 feet;

Thence North  $10^{\circ} 11' 02''$  West a distance of 172.89 feet to the **TRUE POINT OF BEGINNING**;

**TOGETHER WITH;**

A portion of Government Lot 2 and the Northeast quarter of Section 10, Township 50 North, Range 4 West, Boise Meridian, described as follows;

Commencing at the North quarter corner of said Section 10, said corner bears South  $89^{\circ} 11' 44''$  East a distance of 2650.43 feet from the Northwest corner of said Section 10; Thence along said quarter section line South  $03^{\circ} 12' 44''$  West a distance of 704.36 feet to the beginning of a non-tangent curve to the right having a radius of 180.00 feet, said point being the **TRUE POINT OF BEGINNING**.

Thence northeasterly along said curve through an arc length of 173.71 feet, a central angle of  $55^{\circ} 17' 37''$ , a chord bearing of North  $78^{\circ} 14' 24''$  East and a chord distance of 167.05 feet to the West line of the Existing River District Boundary;

Thence along said west line the following twelve courses;

- 1) South  $15^{\circ} 10' 32''$  West 36.61 feet;
- 2) South  $13^{\circ} 30' 45''$  West 42.25 feet;
- 3) South  $56^{\circ} 45' 40''$  East 26.10 feet;
- 4) South  $32^{\circ} 15' 52''$  West 76.43 feet;
- 5) South  $13^{\circ} 27' 19''$  West 77.54 feet;
- 6) South  $32^{\circ} 15' 52''$  West 108.41 feet;
- 7) South  $56^{\circ} 53' 00''$  East 25.00 feet;
- 8) South  $32^{\circ} 15' 52''$  West 23.76 feet;
- 9) South  $56^{\circ} 45' 40''$  East 26.39 feet;
- 10) South  $07^{\circ} 12' 38''$  West 27.82 feet;
- 11) South  $56^{\circ} 45' 40''$  East 11.83 feet;

- 12) South  $32^{\circ} 15' 52''$  West 87.94 feet to the beginning of a non-tangent curve to the left having a radius of 572.50 feet;

Thence northwesterly along said curve through an arc length of 262.70 feet, a central angle of  $26^{\circ} 17' 26''$ , a chord bearing of North  $52^{\circ} 00' 58''$  West and a chord distance of 260.40 feet;

Thence North  $27^{\circ} 50' 32''$  East a distance of 259.86 feet to the beginning of a curve to the right having a radius of 180.00 feet;

Thence northeasterly along said curve through an arc length of 71.47 feet, a central angle of  $22^{\circ} 45' 04''$ , a chord bearing of North  $39^{\circ} 13' 04''$  East and a chord distance of 71.01 feet to the **TRUE POINT OF BEGINNING**.

Containing 467,837 square feet or 10.740 acres more or less.

The area added to the Existing River District Project Area and Revenue Allocation Area is also depicted in the map below.

Attachment 2A

Boundary Map of the Deannexed Areas

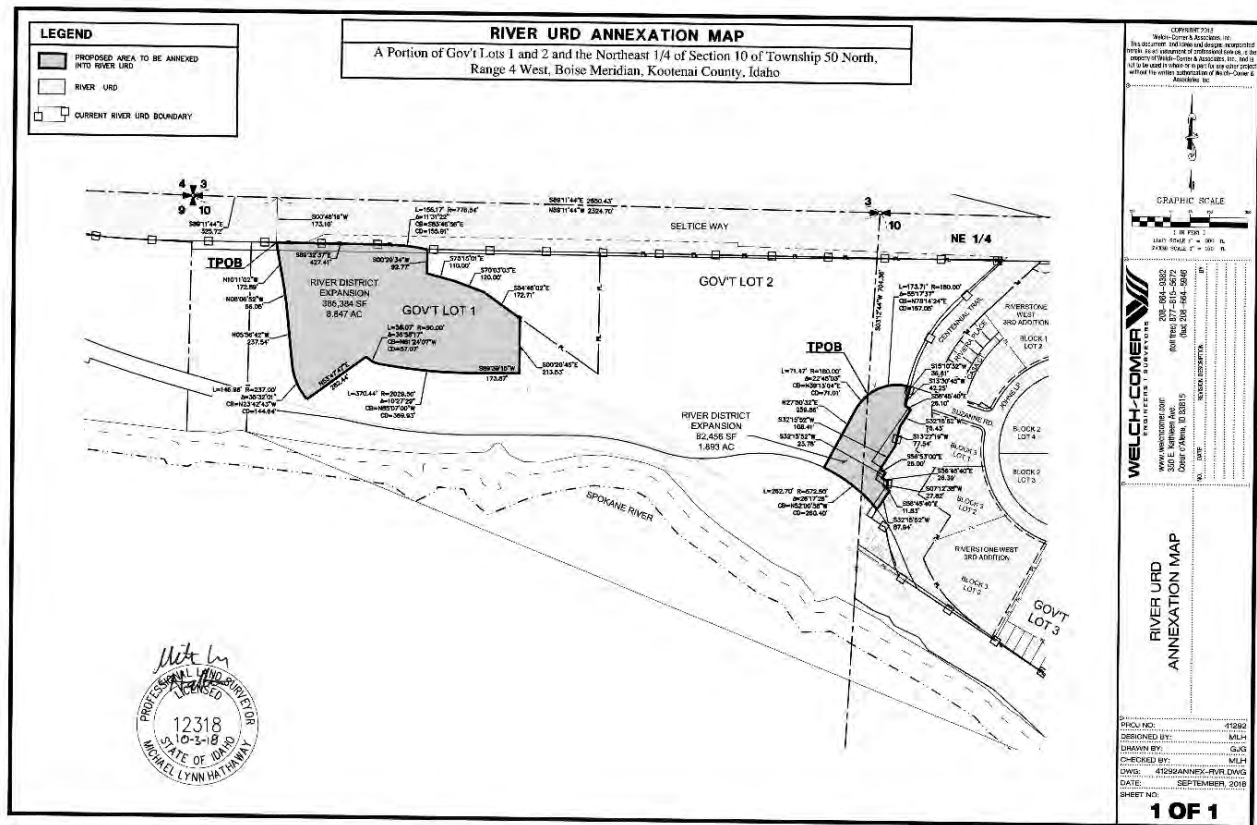
[illegible]

Attachment 2B

Boundary Map of the Additional Areas



The area added to the Existing River District Project Area and Revenue Allocation Area is also depicted in the map below.



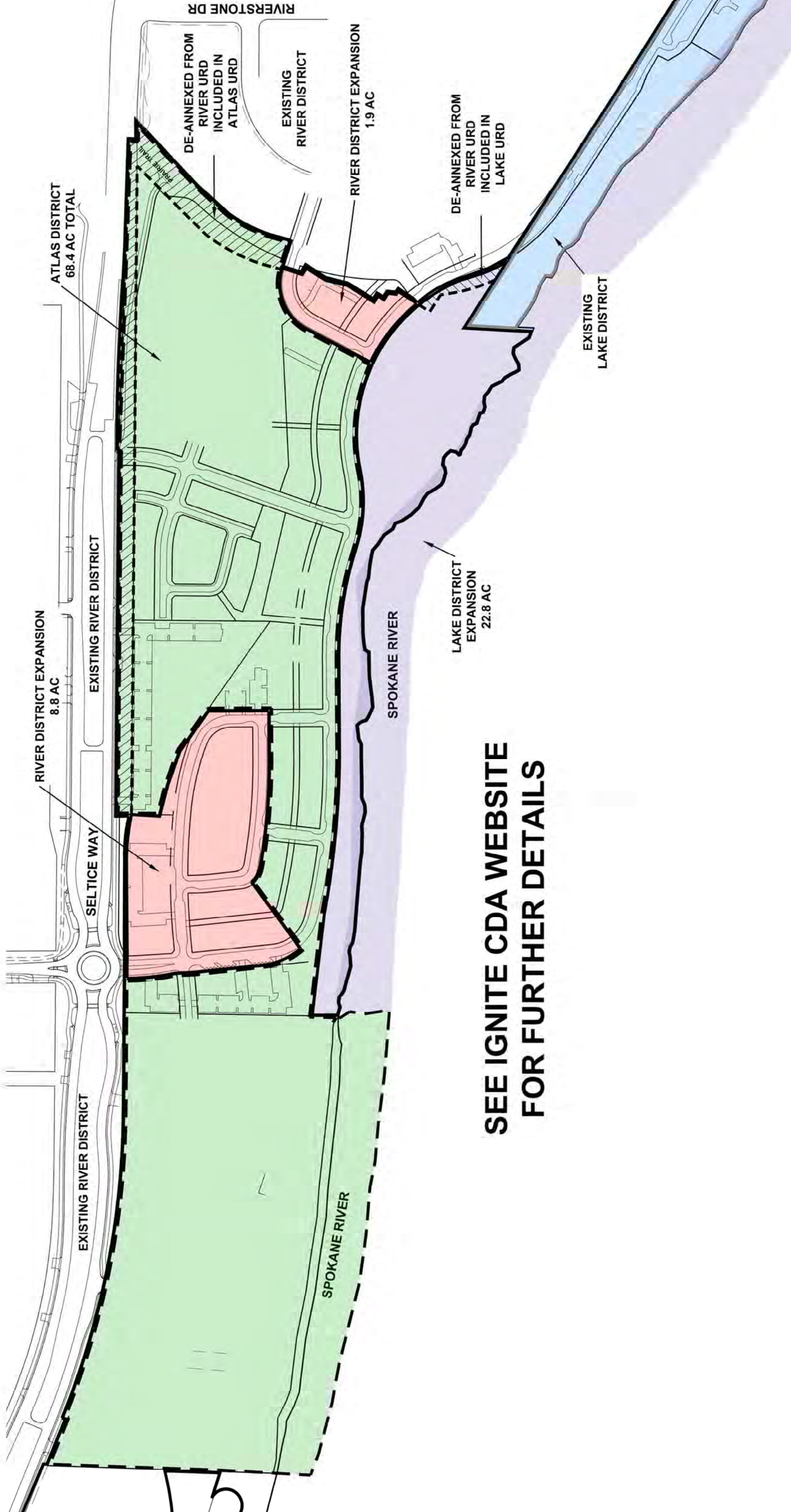
### Attachment 3

#### Properties (Public and/or Private) Which May Be Acquired by Agency

1. The Agency intends to acquire all property owned by the City within the Project Area. Further, although not specifically identified, the Agency may also acquire private property parcels to:
  - a) assemble with adjacent parcels to facilitate redevelopment;
  - b) assemble with adjacent rights-of-way to improve configuration and enlarge parcels for redevelopment;
  - c) reconfigure sites for development and possible extension of streets or pathways
  - d) assemble for future transfer to qualified developers to facilitate development consistent with the Plan.
  - e) assemble for the construction of improvements consistent with the Plan.
2. The Agency reserves the right to acquire any additional right-of-way or access routes near or around existing or planned rights-of-way.
3. The Agency reserves the right to acquire property needed to provide adequately sized sites for high priority projects for the development of public improvements (the exact location of which has not been determined).
4. Other parcels may be acquired for the purpose of facilitating catalyst or demonstration projects, constructing public parking, constructing new streets or pathways, enhancing public spaces, or to implement other elements of the urban renewal plan strategy and/or the Master Plan for the Project Area.

Attachment 5

2018 Update



**SEE IGNITE CDA WEBSITE  
FOR FURTHER DETAILS**

# WELCH-COMER

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

350 E. Kathleen Avenue  
Coeur d'Alene, ID 83815

## FINANCIAL FEASIBILITY REPORT

FOR

AMENDED LAKE DISTRICT URBAN RENEWAL PLAN  
AMENDED RIVER DISTRICT URBAN RENEWAL PLAN  
ATLAS DISTRICT URBAN RENEWAL PLAN

SUBMITTED TO IGNITE CDA

OCTOBER 2018

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# FINANCIAL FEASIBILITY REPORT

## AMENDED LAKE DISTRICT URBAN RENEWAL PLAN

## AMENDED RIVER DISTRICT URBAN RENEWAL PLAN

## ATLAS DISTRICT URBAN RENEWAL PLAN

PROJECT No. 41292.03

SUBMITTED TO:  
ignite cda



OCTOBER 2018

PREPARED BY:



350 E. Kathleen Avenue  
Coeur d'Alene, ID 83815  
208-664-9382 ♦ 208-664-5946 Fax  
E-Mail: [wc@welchcomer.com](mailto:wc@welchcomer.com)

# HEARTLAND

1301 First Avenue, Ste. 200  
Seattle, WA 98101  
(206) 682-2500

## TABLE OF CONTENTS

<b>1</b>	<b>EXECUTIVE SUMMARY</b>	<b>1</b>
<b>2</b>	<b>INTRODUCTION</b>	<b>3</b>
<b>3</b>	<b>REAL-ESTATE ANALYSIS</b>	<b>5</b>
3.1	MARKET ASSESSMENT	5
3.1.1	<i>Value of Development</i>	5
3.1.2	<i>Assumed Profit</i>	5
3.1.3	<i>Project Cost</i>	5
3.1.4	<i>RLV analysis</i>	6
3.2	LAND DEVELOPMENT OPTIONS	6
3.2.1	<i>Phasing</i>	6
3.2.2	<i>Rivers Edge Property</i>	8
3.2.3	<i>Absorption</i>	9
3.3	FINANCIAL ANALYSIS	9
3.3.1	<i>Total Project Sources</i>	9
3.3.2	<i>Total Project Uses</i>	10
3.3.3	<i>Annual Timeline</i>	11
<b>4</b>	<b>DEVELOPMENT IMPLEMENTATION STRATEGY</b>	<b>12</b>
4.1	FINANCING/URD	12
4.1.1	<i>Cashflow by URD</i>	13
4.2	TRANSACTION STRUCTURES	13
4.2.1	<i>Evaluation of Implementation Strategies</i>	13
4.2.2	<i>Flow of Initial Transactions</i>	15
4.3	PROPERTY DISPOSITION	15
4.4	SITE IMPROVEMENTS	15
4.5	PUBLIC SPACE	18
4.5.1	<i>Riverfront Public Space</i>	18
4.5.2	<i>Mt. Hink Nature Area Public Space</i>	18
4.5.3	<i>Rivers Edge Public Space</i>	18
<b>5</b>	<b>RECOMMENDED IMPLEMENTATION STRATEGY</b>	<b>19</b>
5.1	ORGANIZATION	19
5.2	RFP/MARKETING	20
5.2.1	<i>Development Standards</i>	20
5.2.2	<i>Roles/Responsibilities</i>	21
<b>6</b>	<b>APPENDICES</b>	<b>22</b>

# 1 EXECUTIVE SUMMARY

The Stimson Mill Site, located adjacent to the Spokane River, was used for lumber mill operations for more than 100 years (See Figure 1). In 2005, Stimson Lumber closed. The Stimson Mill Site was acquired by Blackrock Development in 2006, foreclosed by Washington Trust Bank in 2013 and later sold in three large parcels. The 21-acre parcel (“Rivers Edge”) and 3.8-acre parcel (“Triangle Piece”) were acquired by Douglass Properties and are still owned by Douglass entities (See Figure 2). The City is in discussions with Douglass to trade the City parcel that crosses the Rivers Edge parcel for the Triangle Piece and a 40-foot waterfront public easement. The third 45-acre parcel (“Atlas Site”) changed ownership several times and numerous private developers evaluated the Atlas Site for development, but passed because of the site’s unique and complicated characteristics, including the City owned 4-acre former railroad right of way that crosses the site.

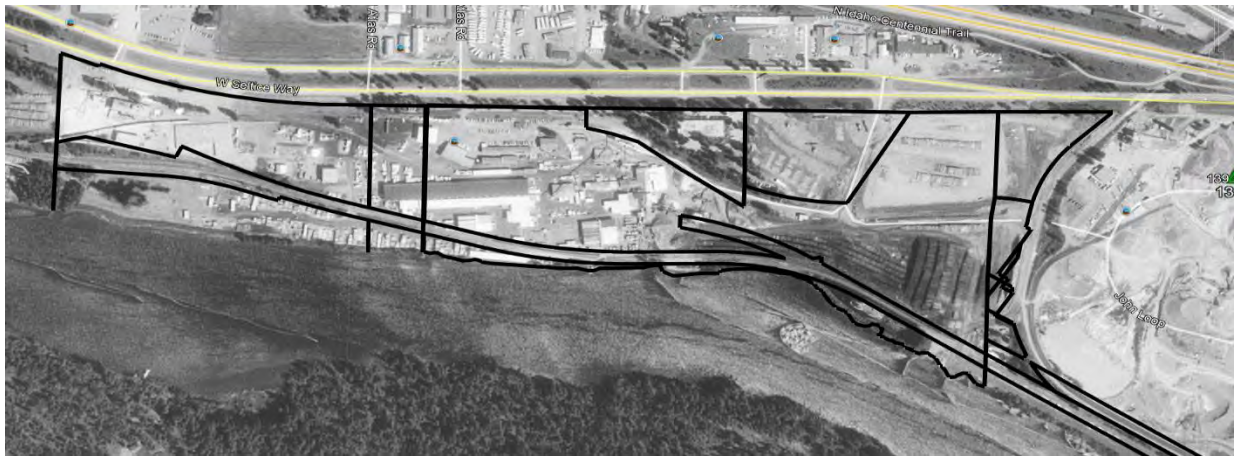


Figure 1: The Stimson Mill Site Circa 1998

In 2017, the City of Coeur d’Alene recognized the opportunity to, in collaboration with the City’s urban renewal agency, ignite cda, to achieve two major community objectives:

1. Preserve waterfront property for the community.
2. Stimulate private development in a blighted portion of the City’s area of impact.



Figure 2: Stimson Mill Site circa 2017 with Parcel Ownership



In 2018, the City purchased the Atlas Site and the City and ignite cda initiated a master planning and financial feasibility analysis to evaluate “what it would take” to create a market driven development that would adequately fund, through land sales and ignite cda tax increment funds (“TIF”), the Atlas Site purchase, remediation, infrastructure improvements and preservation of the waterfront as public space. ignite cda engaged Welch Comer Engineers and their team of real-estate advisors (Heartland, LLC), urban planners (GGLO) and landscape architects (BWA) to evaluate the options, engage the public, collaborate with the City and ignite cda and ultimately develop a project that will meet the City and ignite cda’s objectives.

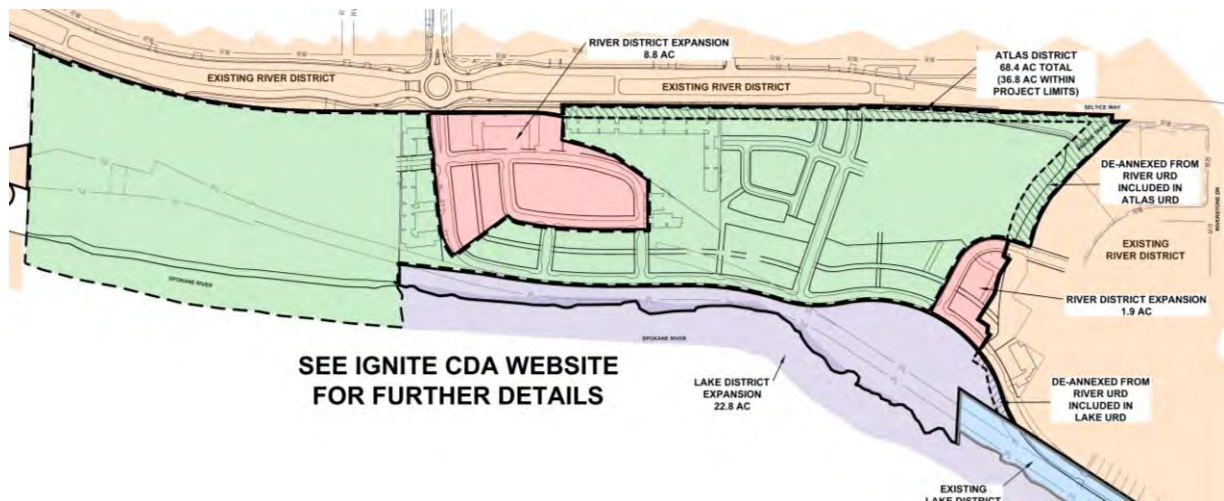


Figure 3: Proposed URD Expansion and Creation Areas

The result of this effort is a development master plan of the Atlas Site primarily focused on a variety of residential product types, to capture multiple market segments, along with a smaller amount of destination commercial areas. The financial analysis indicates that this type of development will fund, through land sales and TIF, the necessary infrastructure improvements and preservation of nearly 4,000 lineal feet (lf) of waterfront and 22 acres as public space, 12.5 acres on the waterfront and 9.5 acres in an upland area.

The master plan contemplates expansion of the River and Lake Districts and creation of the new Atlas District which includes the Atlas Site, Rivers Edge and Triangle Piece sites. ignite cda will lead the Atlas Site land development process, constructing the infrastructure “backbone” and disposing of the large neighborhood blocks to developers/builders through the request for proposal (“RFP”) process. Development standards will be created, following applicable City standards, for use in the RFPs to ensure consistent and market valuable/stable products are constructed, while also allowing flexibility to adjust to market changes over the six to eight-year absorption period. ignite cda TIF funds will be used to complete the waterfront public space improvements early in the schedule to allow the public to enjoy the public space and to stimulate investment on the adjacent development land. ignite cda also contemplates participation in development projects in the Rivers Edge and Triangle Piece which may include infrastructure and public space improvements.

The Atlas Site development implementation plan anticipates change will occur due to market conditions and this reality will be woven into the process and products developed for development implementation to increase the opportunity for success.

The City and ignite cda completed the Atlas Site Master Planning process that resulted in a development plan shown in Figure 4. The master planning process, including community engagement efforts, are summarized in the Atlas Site Waterfront Improvement Project Master Plan (“Master Plan”). The Master Plan is intended to achieve the following objectives:

- 

The purpose of this document is to demonstrate the financial feasibility of the projects contemplated by the expanded Lake and River Districts and the new Atlas District. This document summarizes the real-estate market analysis, conceptual site and infrastructure improvement plans and costs and outlines a development implementation strategy necessary for a viable project funded through land sales and TIF. The market and financial analyses also consider the proposed re-development of the Rivers Edge and Triangle Piece properties (See Figures 5 and 6).



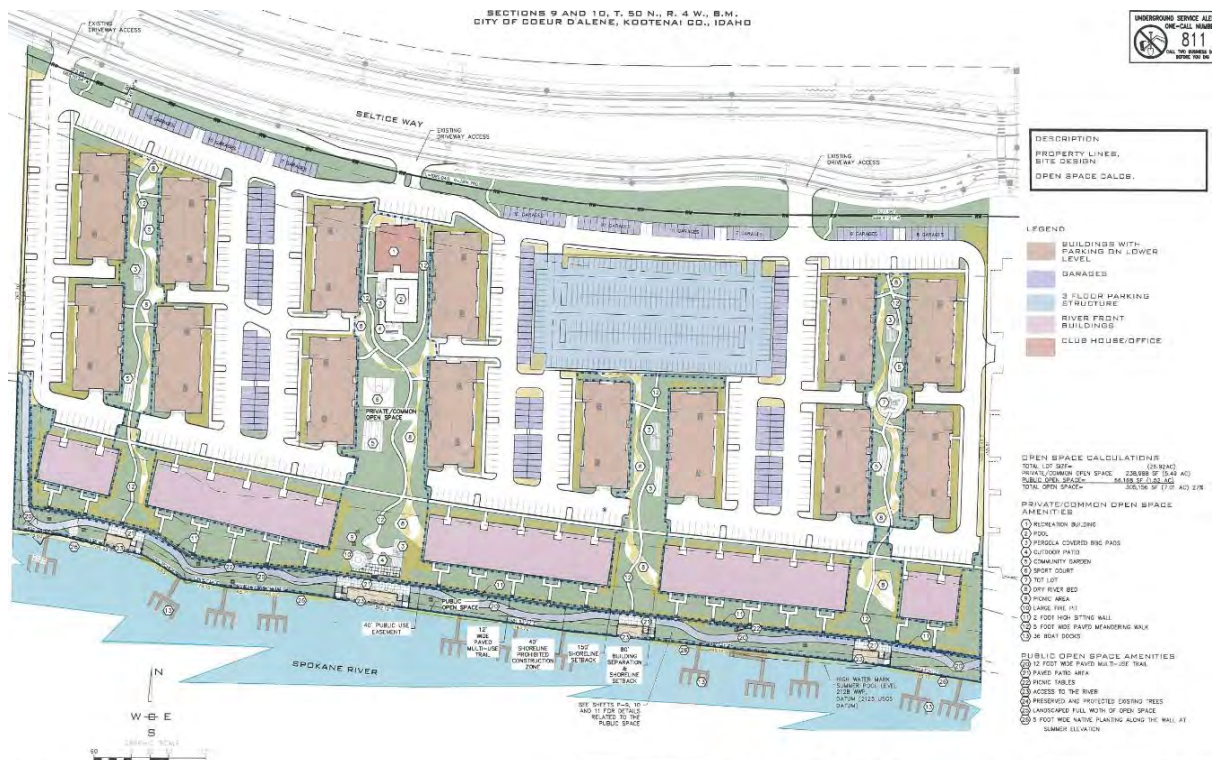


Figure 5: Rivers Edge Development Proposal



Figure 6: Triangle Piece Conceptual Development Options

## 3 REAL-ESTATE ANALYSIS

### 3.1 MARKET ASSESSMENT

As the basis for the financial model, to determine the funding to be generated by land sales of developed property and the TIF from the developed property value, Heartland conducted a Residual Land Value analysis (“RLV Analysis”) for the specific land uses that are planned for the Atlas Site.

RLV Analysis is a useful method for calculating the amount a developer can pay for land given the assumed value of the development, the assumed project costs, and the developer’s desired profit. These values are calculated in 2018\$. The assumptions related to each of these components used for the Atlas Site are described in more detail below and the full set of inputs for each use are listed in Appendix 6.5.1.

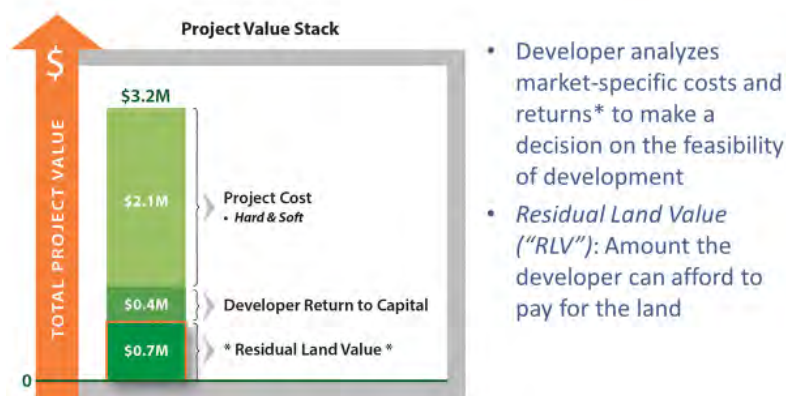


Figure 7: RLV – Land Value from a Developer’s Perspective

#### 3.1.1 VALUE OF DEVELOPMENT

For this analysis, Heartland used two different methods for calculating the value of development based on whether the development is for-sale or rental product. For for-sale products such as single-family homes, townhomes, and condos, the total value is calculated based on the likely price of a finished unit sale minus the cost of sale. The total value of other uses such as rental apartments, retail, and medical office uses are calculated by looking at a property’s projected annual revenue stream (NOI) in 2018\$ and then applying an investor return requirement (or cap rate) to that income stream.

#### 3.1.2 ASSUMED PROFIT

In this analysis, Heartland assumed that any developer who would buy land on the Atlas Site would require around 15% profit on total costs (excluding land) to compensate for the assumed risks of construction, leasing, and sales of product that they would develop.

#### 3.1.3 PROJECT COST

For this analysis, it is assumed that most of the project site costs (earthworks, road construction, utilities) would be completed prior to the sale of land. Given this assumption, Heartland only included “block-level costs” associated with the development. More discussion regarding why this strategy was determined to be preferable is discussed in Section 4.2.1. These costs include land transaction costs, the cost of construction of the product, and site costs such as surface parking, utility

hookups, and alley constructions. The summary of these projected costs and profit are shown in Appendix 6.5.

### 3.1.4 RLV ANALYSIS

Based on the assumptions and the resulting RLV outputs, Heartland calculated land value for each of the types of land-uses based both on a \$/land SF, \$/unit for the residential uses, and \$/gross square footage area (GFA) for the non-residential uses. A summary of the results and the basic programmatic assumption for each use are discussed below:

Land Uses	Land Value/SF	Land Value per Lot/Unit
Single Family	\$20	\$112,000
Condo	\$17	\$18,000
Townhome	\$13	\$30,000
Low-rise MF	\$6	\$6,000
Non-Residential Uses	Land Value/SF	Value per GFA
Retail	\$7	\$300
Medical Office	\$7	\$400

*Table 1: Estimated Residual Land Value by Product Type*

These estimated land values in (2018\$) provide rough order magnitude revenue assumptions in which to determine how much ignite cda could achieve with future land sales once basic site development has been completed.

## 3.2 LAND DEVELOPMENT OPTIONS

Based on the RLV analysis, the Consultant Team worked together to develop a development/phasing strategy for the Atlas Site that would be designed to provide a diversity of uses as well as ensure that the projected revenue generated from land sales and TIF is enough to cover the projected project costs. This phasing strategy is based on the phasing map shown in Figure 8.

### 3.2.1 PHASING

The Atlas Site is planned to be developed in four phases. In each phase, lands sales for development will help to offset infrastructure costs associated with that phase and public space development costs. If there is a surplus of revenue compared to the costs, this surplus will be rolled over in the next phase to offset additional infrastructure/public space development costs. The key components of this phasing strategy are documented as follows:



*Figure 8: Development Concept Plan and Phasing*

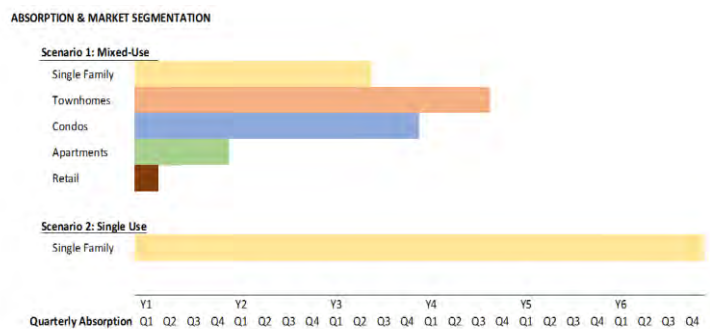


**Phase 1 Development:** Phase 1 comprises around 35 acres of land, or 55% of the entire site, and includes 10 acres of the expanded Lake District, 13.5 acres of the expanded River District, and 11 acres in the new Atlas District. Phase 1 includes all six land-use types (Single-family homes, townhomes, condos, low-rise rental apartments, retail, and medical office). The assumed development sequencing for Phase 1 consists of the following:

**Triangle Piece:** The Triangle Piece is a 3.85-acre parcel currently owned by Atlas Mill Development Corporation. The parcel is located on Seltice Way in the proposed Atlas District. The City and Triangle Piece property owner are in the process of exchanging a parcel of City land, also in the Atlas District, for the Triangle Piece and a waterfront public access easement across the Rivers Edge parcel to the west of the

Atlas Site, also within the Atlas District. Provided the land exchange occurs, the Triangle Piece could be sold quickly as the land requires minimal earthwork and site development costs. Initial analysis indicates this property would work well for medical office. For this

analysis, the parcel is projected to close in Q1 2020 at a price of \$1.1M and is projected to take two years to fully develop. The faster this parcel can be sold, the quicker the proceeds from the sale as well as the tax increment from development will be available to help pay for the site development costs for the rest of the Atlas District.



*Figure 9: Timeline Showing the Absorption Advantage for Mixed Use Product Type Compared to a Single Product Type*

**Phase 1 Atlas District Other Uses:** Land for other parts of Phase 1 of the Atlas District are projected to be sold after site development is completed for Phase 1 in Q3 2020. These blocks are assumed to be developed with retail and townhome product and expected to take two years to fully build out with construction set to be completed in Q1 2023 and TIF starting in Q2 2022 from the Triangle Piece development.

**Phase 1 Lake District:** Construction of the public space along the river is projected to start in Q2 2019 and take three quarters to be completed in Q1 2020 prior to the start of construction for all the development outside of the Triangle Parcel.

**Phase 1 River District:** River District land is projected to be sold after site development is completed for Phase 1 in Q3 2020. These blocks are assumed to be developed with single-family homes, townhomes, rental housing, and condos and are expected to take two years to fully build out with construction

set to be completed in Q1 2023 and tax increment revenue starting in Q2 2021 and ending in Q4 2028.

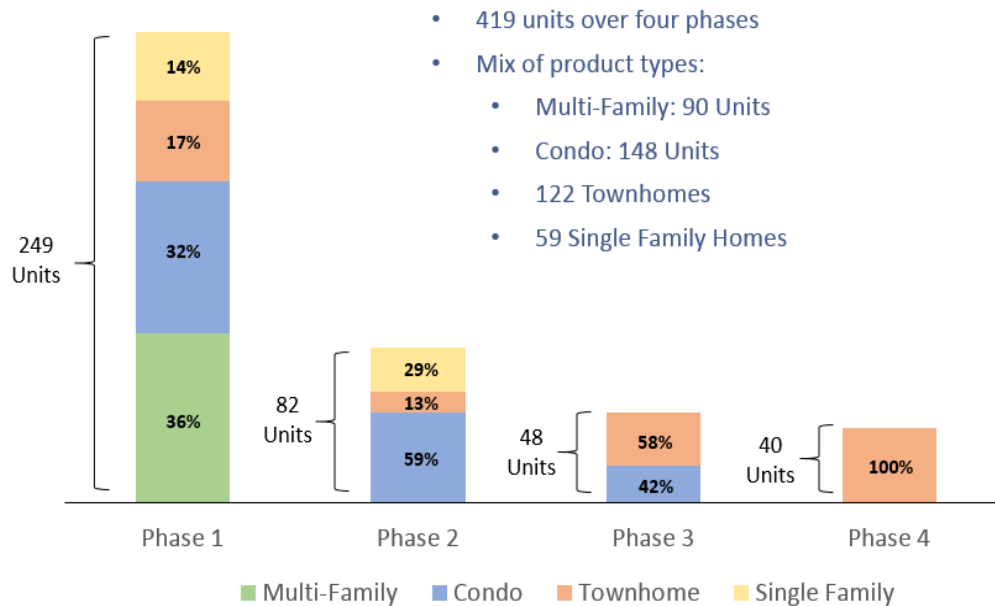


Figure 10: Atlas Site Product Type by Phase

**Phase 2 Development:** Phase 2 comprises around 5.6 acres of land entirely within the proposed Atlas District and includes the construction of the main feeder road from Seltice Way to the new road along the waterfront public space. Phase 2 land is expected to sell, after this new road has been completed, in Q3 2021 and the projected townhome and condo product is estimated to take two years to fully build out with construction set to be completed in Q1 2024 with tax increment revenue starting in Q3 2022.

**Phase 3 Development (Atlas):** Phase 3 comprises around 15.3 acres of land and includes the construction of the public space off Seltice way as well as adjacent townhome, rental apartment and condo development. Phase 3 land is expected to sell after public space and other site development is complete in Q1 2023 and the projected residential development is estimated to take two years to fully build out with construction completing in Q2 2025 with tax increment revenue starting in Q4 2023.

**Phase 4 Development (Atlas):** Phase 4 comprises around 5.8 acres of land expected to be a single-family development. Phase 4 finished lots are expected to sell after site development is complete in Q2 2024 and the lots are estimated to sell in two years by Q3 2026 with tax increment revenue starting in Q1 2025.

### 3.2.2 RIVERS EDGE PROPERTY

In addition to the land revenue and TIF generated from the development of the Atlas Site, TIF from the 25.7-acre adjacent Rivers Edge and Triangle Piece parcels are projected to create funding that may be used for the site development costs on the Atlas Site. It is assumed that around 800 rental apartments would be constructed on

the property starting in 2022 and would take ten years to fully build out. TIF funds would be available to assist with redevelopment of the Rivers Edge and the Triangle Piece. As noted in the executive summary, the City and Douglass are in the process of completing a land trade that would also include a 40-foot public waterfront easement along the Rivers Edge parcel. TIF funds may be available to assist with constructing public improvements in this corridor.

### 3.2.3 ABSORPTION

Based on the development sequencing discussed above, the estimated absorption by quarter for each phase is as follows:

*Unit Absorption by Phase by Product per quarter*

Phase	Townhome	Condo	Low-rise MF	Single Family	TOTAL	Absorption Time (Yrs.)
1	9.5	5.0	7.5	2.9	25	3
2	1.8	13.5	0.0	0.0	15	2
3	2.5	0.0	7.5	0.0	10	2
4	0.0	0.0	0.0	4.5	5	2
Rivers Edge			20		20	10

*Table 2: Estimated Product Absorption by Phase*

## 3.3 FINANCIAL ANALYSIS

Based on the RLV analysis and the Development Phasing Timeline, site development costs, and programmatic assumptions, the consultant team worked to develop a financial model that would show on a quarterly basis that projected revenue for the redevelopment of the Atlas Site would cover the projected site development costs, including the public space. The financial model framework is shown in Appendix 6.4 and the annual cashflow model is shown in Appendix 6.6. In this model both costs, and revenues are escalated at 2% per year to account for projected land specialization and cost inflation.

### 3.3.1 TOTAL PROJECT SOURCES

The total project sources are funds that are being used to purchase the land, develop the public space, and complete all site development and remediation costs for the Atlas Site. These sources can be divided into 4 categories, ignite cda sources, City funding, TIF, and Real Estate Land Sales. As can be seen Table 3, the Total Sources used to fund the project is around \$109M. Over 40% or \$43.8M of the funds for the redevelopment are TIF with the majority (\$39.7M) of the TIF coming from the newly created Atlas District. The estimated TIF is based on estimated future property values (using a 2% annual growth rate) and the 2017 tax levy rate held constant.



Sources	Total Project
River District	\$3,700,000
Lake District	\$3,700,000
Atlas District	\$2,100,000
City Funding	
General Fund	\$0
Wastewater Loan	\$7,850,000
Tax Increment	
River District Phase 1	\$4,085,577
Atlas District	\$39,687,557
Rivers Edge Property	\$32,418,328
Real Estate Sales	
Triangle Parcel	\$1,154,361
Phase 1	\$6,767,852
Phase 2	\$1,919,167
Phase 3	\$995,729
Phase 4	\$4,602,257
<b>Total Sources</b>	<b>\$108,980,829</b>

*Table 2: Estimated Funding Sources*

### **3.3.2 TOTAL PROJECT USES**

The total Atlas Site project uses show what is being funded through 2039. As can be seen in Table 4, the uses can be divided into six categories, initial land costs, operating costs, debt repayment, intended wastewater fund reimbursement, costs to construct the public space (including public space in Rivers Edge), infrastructure costs, and construction of community facilities. Additionally, the uses contemplate reimbursing the City for the railroad right of way (ROW) land they acquired in 2010. The total uses for the redevelopment are around \$96.1M which is fully covered by the \$109.0M in sources.

Uses	Total \$ (2018\$)
Land Acquisition	-\$7,850,000
Operating Costs (Atlas District)	-\$7,283,551
<b>Intended Reimbursement</b>	
Wastewater Fund (Lake District) for land acquisition	-\$193,454
Wastewater Fund (River District) for land acquisition	-\$2,018,165
Wastewater Fund (Atlas District) for land acquisition	-\$6,700,886
Atlas District ROW Repay to City for land acquisition	-\$557,328
<b>Debt</b>	
Atlas District Repay to River District	-\$2,213,490
<b>Public Space Development</b>	
Public Space Improvement*	-\$2,500,000
Phase 1	-\$2,825,400
Phase 2	\$0
Phase 3	-\$2,141,917
<b>Infrastructure</b>	
Phase 1	-\$7,190,796
Phase 2	-\$2,005,683
Phase 3	-\$1,883,432
Phase 4	-\$4,865,022
<b>Community Facilities</b>	
Cultural Center	-\$7,750,000
Educational Facility	-\$3,250,000
Multi Purpose Athletic / Perf. Facilities	-\$10,500,000
Other Public Facilities **	-\$17,600,000
Medical Facility	-\$6,750,000
<b>Total Uses</b>	<b>-\$96,079,124</b>

<b>Surplus/Gap</b>	<b>\$12,901,705</b>
--------------------	---------------------

Table 4: Estimated Funding Uses

\* could include public infrastructure (streets, water, sewer) sidewalks, site remediation, site preparation, parking, parks, ped/bike trails, riverfront access, docks in the Atlas Site, Rivers Edge and Triangle Piece.

\*\* could include facilities such as museums, convention center, community centers, public safety building.

### 3.3.3 ANNUAL TIMELINE

The annual breakdown of these sources and uses through 2039 are graphically summarized below and are shown in more detail in Appendix 6.6. In the initial years 2018-2024, site development costs are offset by land sales and initial sources from ignite cda. After 2024, tax increment revenue from Atlas District (through 2039) and from River District (through 2028) are used to pay for construction of over \$45M in community facilities.

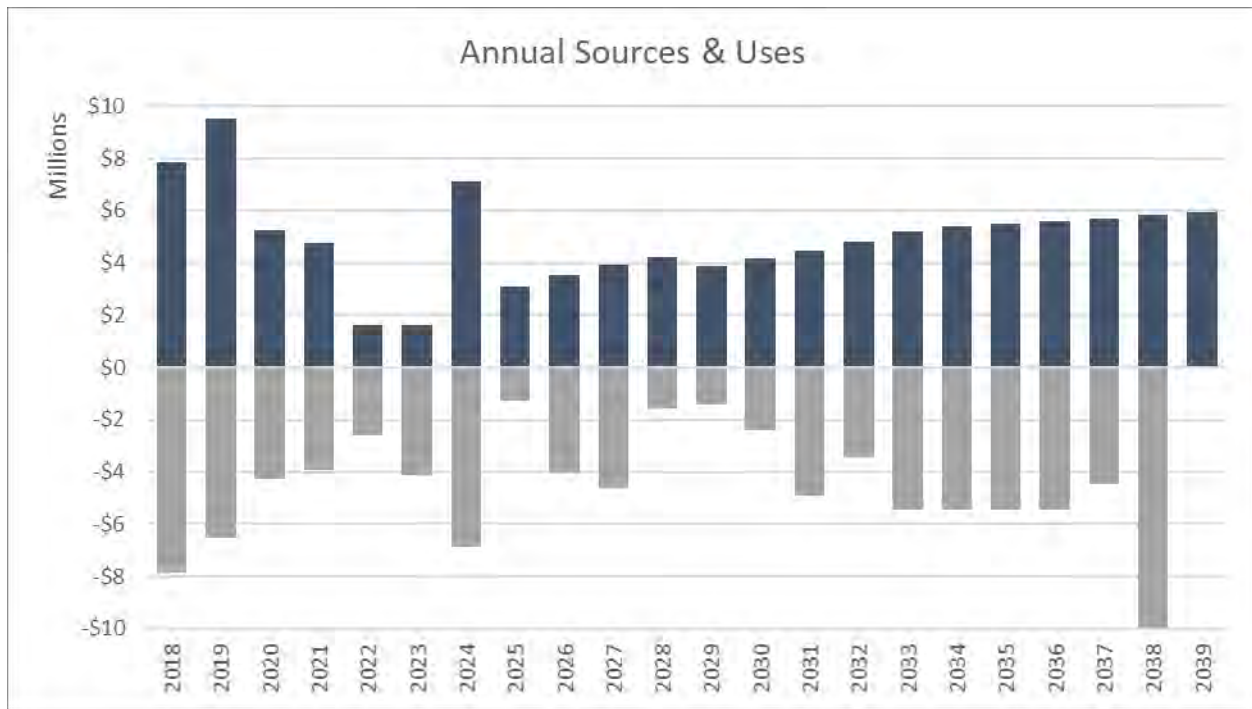


Figure 11: Annual Sources and Uses

## 4 DEVELOPMENT IMPLEMENTATION STRATEGY

### 4.1 FINANCING/URD

To ensure that the funding sources cover all the projected costs during the duration of the project cashflows were developed on a quarterly basis for the project and for each of the urban renewal districts. The annual project cashflows as well as each of the district cashflows can be found in Appendices 6.6 - 6.8.

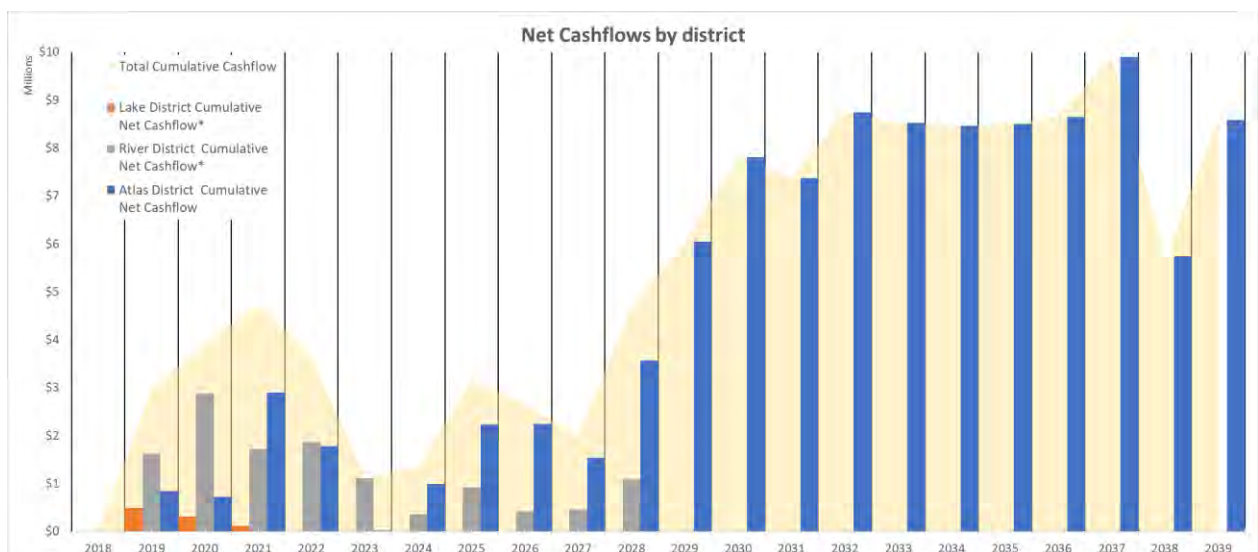


Figure 12: Net Cashflows by district

As shown by the summary chart in Figure 12, the total proceeds generated by the project is sufficient to cover the project costs on a yearly basis with 2024 estimated to be the point when the cumulative net cashflow is the lowest. \$9.5M in URD funds will pay for the initial public space and infrastructure construction costs necessary to sell land. These initial funds coupled with real estate land sales in years 2019-2023 are projected to cover the estimated \$20.9M estimated total site development and public space construction costs. After Atlas Site development projects have been completed and the districts begin to generate tax increment revenue on the project post 2023, the project will generate proceeds that are planned to be utilized for construction of public space through the Stimson Mill Site.

#### *4.1.1 Cashflow by URD*

**Cashflows by District:** Each of the districts will have positive net cashflows through the end of their life, although each district will generate cashflows for different durations. The dynamics of each of the district cashflows is discussed below:

**Atlas District :** The Atlas District will start with around \$2.1M in funds loaned from the River District and will generate revenue from land sales in 2020 (Triangle Piece), 2021, 2022, and 2024. These funds will cover the roughly \$13M in estimated site development costs and then may be used to reimburse the City wastewater fund and the Atlas District loan to the River District, as well as reimburse the City for the railroad ROW purchase. After 2021, the district will start to accrue tax increment revenue as development is constructed and this yearly revenue stream is estimated to reach \$2.8M for the Atlas Site and \$3.0M for the Rivers Edge property by 2038.

**Lake District:** Assuming existing Lake District funds of \$5.2M are available, they will be enough to cover the \$2.8M in estimated public space development cost and \$0.8M in estimated site development costs and potentially prepay its proportional share of the City wastewater fund reimbursement.

**River District:** Land sales in the River District of \$3.8M along with around \$3.7M from existing River District Funds are estimated to be enough to cover the \$4.2M in estimated site development costs. In 2021, the River District is set to reimburse its proportional share of the City wastewater fund. Funds generated in the later years of the expanded River District are estimated to be able to fund community facilities and public improvements.

## **4.2 TRANSACTION STRUCTURES**

### *4.2.1 EVALUATION OF IMPLEMENTATION STRATEGIES*

The City took the first step in implementing the redevelopment of the Atlas Site by purchasing the property in 2018 for \$7.85M. Now that the land is owned publicly, there are many ways in which the property could be developed that would impact the risk and returns associated with the repayment of the initial acquisition capital. The range of strategies that were evaluated and the considerations associated with each of these strategies are listed in Table 5.

Implementation Strategy	Public Risk	Interest from Developers	Revenue to City	Quality of Development
Sell unimproved land to one private developer	Low: Risk that property stays vacant	Low: <ul style="list-style-type: none"> <li>• Hard to access capital/debt</li> <li>• Few developers with capital to purchase</li> </ul>	Negative: <ul style="list-style-type: none"> <li>• Developer will pay less money than City paid for land</li> </ul>	Development will be integrated but may come across as homogenous/sterile
Sell unimproved land to multiple private developers	Low: Risk that development lacks continuity and lack of integration and less profitable elements of development would be vacant or poorly developed	Med/Low: <ul style="list-style-type: none"> <li>• Hard to access capital/debt</li> <li>• Limited # of developers with capital to purchase</li> <li>• Still requires extensive upfront site development and remediation</li> </ul>	Neutral: <ul style="list-style-type: none"> <li>• Developer will pay about the same price as the City paid for land</li> </ul>	Lack of integration. Public amenity components of project may be poorly developed
Ground lease to private development	Med/Low: Medium risk through construction and very low risk after construction is complete	Low: <ul style="list-style-type: none"> <li>• Developers reluctant to ground-lease especially when so much fee-simple vacant land is available nearby</li> </ul>	Positive: <ul style="list-style-type: none"> <li>• Ground-lease payments should be high enough to pay interest on current debt</li> </ul>	Minimal control regarding the quality and type of development.
Fee Development	High: City accepts all development risk	Unknown: <ul style="list-style-type: none"> <li>• Depends on development fee</li> </ul>	Variable: <ul style="list-style-type: none"> <li>• Could be very successful or fail considerably</li> <li>• Access low-cost debt financing</li> </ul>	Full control and management of quality of development and level of finish for public amenities
Sell blocks to multiple private developer	Medium: Risk that City overspends on site development and public space development	High: <ul style="list-style-type: none"> <li>• Multiple national/local developers able to purchase and develop blocks based on range of uses.</li> </ul>	High: <ul style="list-style-type: none"> <li>• City maximizes the value of blocks by minimizing upfront site development risks for developers</li> <li>• Access low-cost debt financing</li> </ul>	Allows a level of quality and form of development while for also providing some flexibility in terms of programmatic mix
Sell finished lots to builders/developers.	Medium/High: Risk that City overspends on site development and limits programmatic alternative	High: <ul style="list-style-type: none"> <li>• Multiple national/local developers would be interested depending on use</li> </ul>	High: <ul style="list-style-type: none"> <li>• Selling individual could achieve the highest value of land revenue</li> <li>• Access low-cost debt financing</li> </ul>	Significant control for the level of quality, form and uses within the master plan but provides minimal flexibility if market changes.

Table 5: Implementation Strategy Evaluation

#### **4.2.2 FLOW OF INITIAL TRANSACTIONS**

The sequence of funds to capitalize the project started with the City's purchase of the land in 2018. Moving forward, existing funds from the Lake District and River District as well as a loan from the River District to the Atlas District totaling \$9.5M are projected to be capitalized in Q1 2019 which will fund the waterfront public space development and initial site development. Revenue from land sales starting in Q1 2020 and continuing through the end of 2024 will fund the remainder of the public space costs and Atlas Site development. TIF from the Rivers Edge property is projected to accruing in 2023 and TIF for Atlas District and River District is projected to start to accrue in Q1 and Q2 of 2021, respectively. TIF will generate sufficient funds to cover debt repayment between districts and reimbursement to City funds for land acquisition as well as fund the construction of community facilities and public infrastructure improvements until the Atlas District closes in 2039.

#### **4.3 PROPERTY DISPOSITION**

Based on the project plan, an estimated 20 development blocks can be sold to developers/builders starting with the sale of the Triangle parcel and continuing based on the phasing strategy identified above. These blocks could be sold individually, or multiple blocks could be sold to an interested party depending on market interest. The disposition process for the sale of these blocks (or groups of blocks) will occur by phase. Prior to soliciting interest, it is envisioned that ignite cda would complete pre-market preparation and then solicit interest through a formal RFP process. Proposals from interested parties responding to the RFP would then be evaluated and ignite cda would begin negotiations prior to signing a disposition and development agreement ("DDA"). After a DDA is signed, the Board would need to approve the sale and interested party would complete feasibility. Closing for the property could either occur after waiver of feasibility and/or entitlement depending on the terms of the DDA. The estimated time from pre-market prep to closing for each block is estimated to take 12-18 months to close.

#### **4.4 SITE IMPROVEMENTS**

The Atlas Site has no internal utilities, highly varied topography and large areas with structurally un-suitable soils. These site characteristics have made development very challenging because of the high infrastructure and site improvement costs. The proposed land use plan was developed to minimize site grading requirements and maximize views to the Spokane River.

The infrastructure improvements are proposed to be completed in phases to minimize the initial capital costs and maximize the land area for sale. The waterfront public space improvements would be completed in the first phase, so potential buyers know the public space "will occur." Figure 13 shows the proposed phasing and Figure 14 shows the phasing with URDs.





Figure 13: Atlas Site Development Concept Plan with Phasing

To develop conceptual level opinions of costs, a preliminary site grading plan was developed, and infrastructure layout plans developed (see Appendix 6.2). Opinions of cost were developed using recent public works unit bid pricing and contractor provided unit pricing and, in the financial model, costs are escalated 2%/yr. to the construction year. A 15% contingency was applied to the project costs.

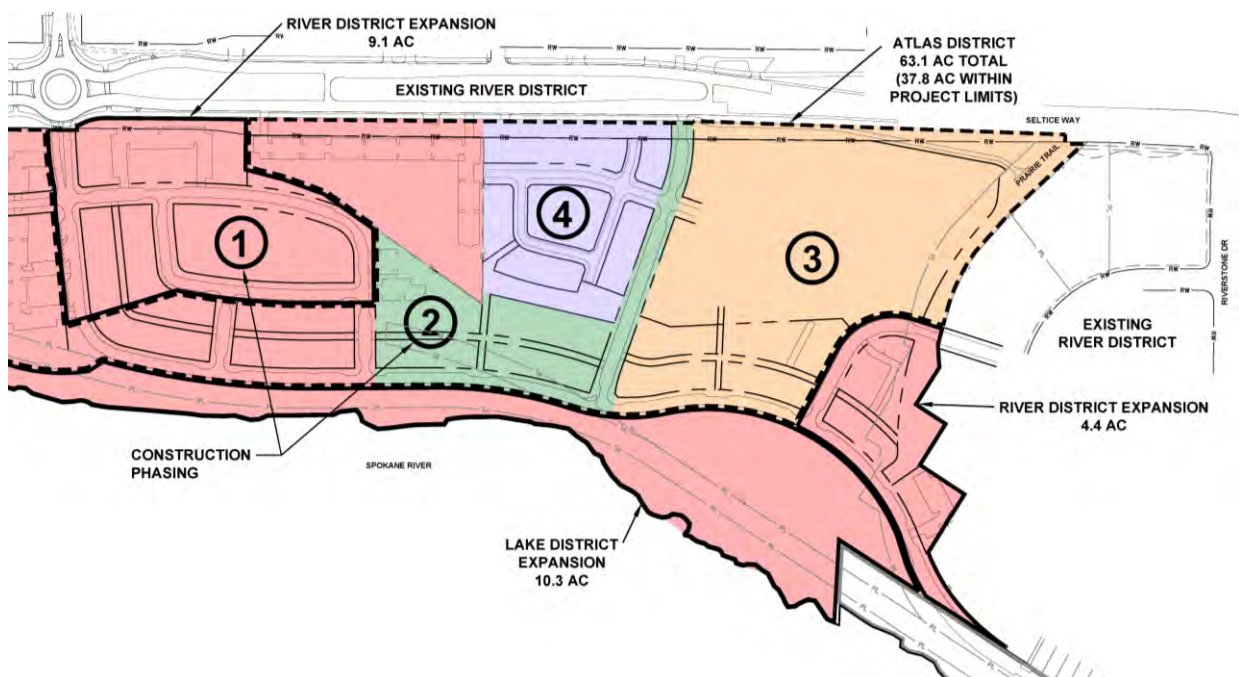


Figure 14: URD Boundaries with Phasing

Tables 6 through 9 summarize the site development opinions of cost by phase and by district in 2018\$. This information was used in financial model.

<b>URD Summary - Phase 1</b>				
<b>Phase 1</b>	<b>Atlas District</b>	<b>River District</b>	<b>Lake District</b>	<b>Total</b>
Roadway & Stormwater Improvements	\$ 1,180,000	\$ 2,850,000	\$ -	\$ 4,030,000
Site Grading & Retaining Walls	\$ 460,000	\$ 560,000	\$ 420,000	\$ 1,440,000
Non-Structural Soil Remediation	\$ -	\$ -	\$ -	\$ -
Public Space Improvements	\$ -	\$ -	\$ 2,770,000	\$ 2,770,000
Shoreline Stabilization	\$ -	\$ -	\$ 250,000	\$ 250,000
Water System Infrastructure	\$ 110,000	\$ 320,000	\$ -	\$ 430,000
Wastewater Infrastructure	\$ 370,000	\$ 270,000	\$ -	\$ 640,000
Legal, Planning, Permitting	\$ 40,000	\$ 80,000	\$ 70,000	\$ 190,000
<b>Total</b>	<b>\$ 2,160,000</b>	<b>\$ 4,080,000</b>	<b>\$ 3,510,000</b>	<b>\$ 9,750,000</b>

Table 6: URD Summary Phase 1

<b>URD Summary - Phase 2</b>				
	<b>Atlas District</b>	<b>River District</b>	<b>Lake District</b>	<b>Total</b>
Roadway & Stormwater Improvements	\$ 1,370,000	\$ -	\$ -	\$ 1,370,000
Site Grading & Retaining Walls	\$ 230,000	\$ -	\$ -	\$ 230,000
Non-Structural Soil Remediation	\$ -	\$ -	\$ -	\$ -
Public Space Improvements	\$ -	\$ -	\$ -	\$ -
Shoreline Stabilization	\$ -	\$ -	\$ -	\$ -
Water System Infrastructure	\$ 130,000	\$ -	\$ -	\$ 130,000
Wastewater Infrastructure	\$ 120,000	\$ -	\$ -	\$ 120,000
Legal, Planning, Permitting	\$ 40,000	\$ -	\$ -	\$ 40,000
<b>Total</b>	<b>\$ 1,890,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,890,000</b>

Table 7: URD Summary Phase 2

<b>URD Summary - Phase 3</b>				
	<b>Atlas District</b>	<b>River District</b>	<b>Lake District</b>	<b>Total</b>
Roadway & Stormwater Improvements	\$ 550,000	\$ -	\$ -	\$ 550,000
Site Grading & Retaining Walls	\$ 630,000	\$ -	\$ -	\$ 630,000
Non-Structural Soil Remediation	\$ 390,000	\$ -	\$ -	\$ 390,000
Public Space Improvements	\$ 1,940,000	\$ -		\$ 1,940,000
Shoreline Stabilization	\$ -	\$ -	\$ -	\$ -
Water System Infrastructure	\$ 30,000	\$ -	\$ -	\$ 30,000
Wastewater Infrastructure	\$ 70,000	\$ -	\$ -	\$ 70,000
Legal, Planning, Permitting	\$ 70,000	\$ -	\$ -	\$ 70,000
<b>Total</b>	<b>\$ 3,680,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,680,000</b>

Table 8: URD Summary Phase 3



<b>URD Summary - Phase 4</b>				
	<b>Atlas District</b>	<b>River District</b>	<b>Lake District</b>	<b>Total</b>
<b>Roadway &amp; Stormwater Improvements</b>	\$ 1,030,000	\$ -	\$ -	\$ 1,030,000
<b>Site Grading &amp; Retaining Walls</b>	\$ 240,000	\$ -	\$ -	\$ 240,000
<b>Non-Structural Soil Remediation</b>	\$ 2,550,000	\$ -	\$ -	\$ 2,550,000
<b>Public Space Improvements</b>	\$ -	\$ -	\$ -	\$ -
<b>Shoreline Stabilization</b>	\$ -	\$ -	\$ -	\$ -
<b>Water System Infrastructure</b>	\$ 220,000	\$ -	\$ -	\$ 220,000
<b>Wastewater Infrastructure</b>	\$ 200,000	\$ -	\$ -	\$ 200,000
<b>Legal, Planning, Permitting</b>	\$ 80,000	\$ -	\$ -	\$ 80,000
<b>Total</b>	\$ 4,320,000	\$ -	\$ -	\$ 4,320,000

Table 9: URD Summary Phase 4

## 4.5 PUBLIC SPACE

A primary project objective was to create substantial public space with open areas, water access, and bicycle and pedestrian trails. The proposed land use plan includes an extensive pedestrian connection network that links the upland and waterfront public spaces with the neighborhoods, Seltice Way and areas to the west and east.

### 4.5.1 RIVERFRONT PUBLIC SPACE

Following the shoreline for nearly 4,000 lineal feet, the proposed 12.5-acre Riverfront public space will provide a public green space that links the Atlas development to the Spokane River and provides connectivity to public spaces to the west and east. The current concept design features turf landscaping, a paved bicycle trail, and a gravel walking path along the water. In addition, a restroom facility, parking lot and structured water accesses are currently proposed within the public space improvements.

### 4.5.2 MT. HINK NATURE AREA PUBLIC SPACE

The existing steep topography in the northeast section of the development (named “Mt. Hink”) is a result of removing structural un-suitable soils from the south part of the site and stockpiling them in this area. Based on limited geotechnical investigations and historical photographs, the subsoils in this area are also non-structural. The cost to remediate the site to a buildable condition is more than the site could be sold for. At this time, it appears most feasible to simply re-shape the piles into a desirable 9.5-acre nature park configuration with gravel trails and native plantings. Re-shaping the land in this manner provides a unique public space experience with excellent views to the river and surrounding areas.

### 4.5.3 RIVERS EDGE PUBLIC SPACE

The proposed Rivers Edge development will include a 40-foot public waterfront corridor and Spokane River access. Public improvements in this corridor may include, among other items, a multi-use trail, landscaping, lighting, and retaining walls. This corridor will be “the final link” in connecting the City’s westernmost park, Johnson Mill River Park, with the City’s other waterfront parks.

## 5 RECOMMENDED IMPLEMENTATION STRATEGY

### 5.1 ORGANIZATION

Based on conversations with ignite cda and reviewing the projected cashflows generated by the project, the Consultant Team recommends an implementation strategy in which public funds are used for the City and ignite cda construction of the public space and the major site development and infrastructure costs supplemented with funds from land sales that are made at the block level to various developers/builders to generate revenue (the strategy highlighted in Figure 15). This strategy is optimal as it minimizes the risk to the public, ensures priorities of the development are met, and creates significant land value that would be attractive to developers while also providing the City and ignite cda the necessary revenue to accomplish its project objectives. The following graphic depicts a framework that lays out how to pursue this implementation strategy once the Atlas Project is approved.

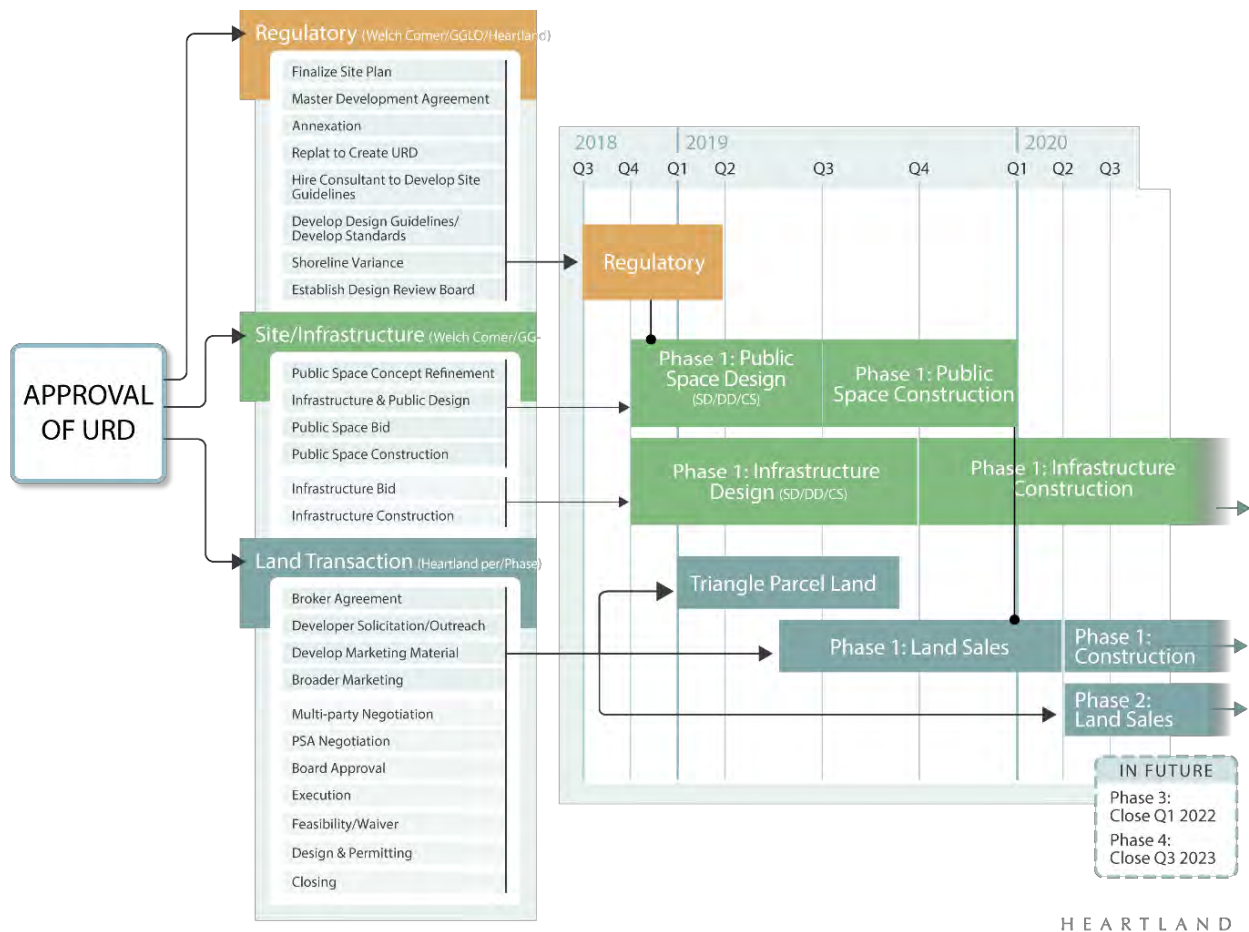


Figure 15: Implementation Strategy

## 5.2 RFP/MARKETING

As discussed in the Property Disposition Section, it is envisioned that ignite cda would solicit interest from private developers/builders to buy blocks or groups of blocks through a formal RFP Process based on the staggered timing for each phase. This approach allows the flexibility of multiple developers/builders developing different blocks for each phase which generates revenue sooner. The estimated time from pre-market prep to closing for each transaction is estimated to take 12-18 months staggered from the beginning of 2019 until the end of 2024. The steps for this process are as follows:

1. **Pre-Marketing Prep:** This would include collection of due-diligence material, informal developer outreach and soft-marketing.
2. **Formal RFP Solicitation:** An RFP would be created and widely marketed to both local and national developers/builders. This RFP could include the following elements:
  - a. Summary of the Overall Redevelopment Plan
  - b. High-level market analysis
  - c. Rough massing study by block
  - d. Evaluation Criteria
  - e. Timing (offer contingent on building permits)
  - f. Approval process as set out in design guidelines
  - g. Key terms required for submittal
3. **Offer Evaluation:** Once offers are received, they will be evaluated, and one developer will be selected for each block or block(s). ignite CDA will negotiate terms with the selected developer as part of the Disposition and Development Agreement (DDA). The developer evaluation and selection will include evaluation of developer proposed project's consistency with the Atlas Site Development Standards, the terms and price of each offer, as well as a summary of interested parties track record, financial capacity and references.
4. **DDA Signing and Closing:** The last step of the process is signing a DDA with a single party for each block(s) and closing on the property after waiver of feasibility and/or entitlement.

### 5.2.1 DEVELOPMENT STANDARDS

The Atlas Site development is unique because it will be led by the City/ignite cda, whose objectives are not solely focused on the short-term bottom line, but rather on both the short-term (land sales) and long-term (tax increment) bottom line and the long-term neighborhood character and community benefit. Additionally, multiple developers/builders may be involved in purchasing blocks or groups of blocks, which require a higher level of architectural coordination amongst the buyers. To address the project characteristics, a robust set of development standards should be developed to establish the neighborhood character, maintain a consistent quality, and promote long term value.

The development standards may include:

1. Generally defining acceptable residential and commercial building character, but also creating a list of building evaluation criteria to promote developer/builder creativity.
2. Establishing building relationships to streets, trails, parks and the public realm in general.
3. Vehicular access and parking
4. Street design
5. Pocket parks, plazas, trails and public stairs (outdoor areas associated with private development, not large public land areas such as the waterfront and upland landscape park)

The development standards could be developed in collaboration with the City planning department and attached to the property through a PUD. Exploring different approaches to development standards, based on examples from similar projects will help determine which approach holds the most promise for Atlas Mill.

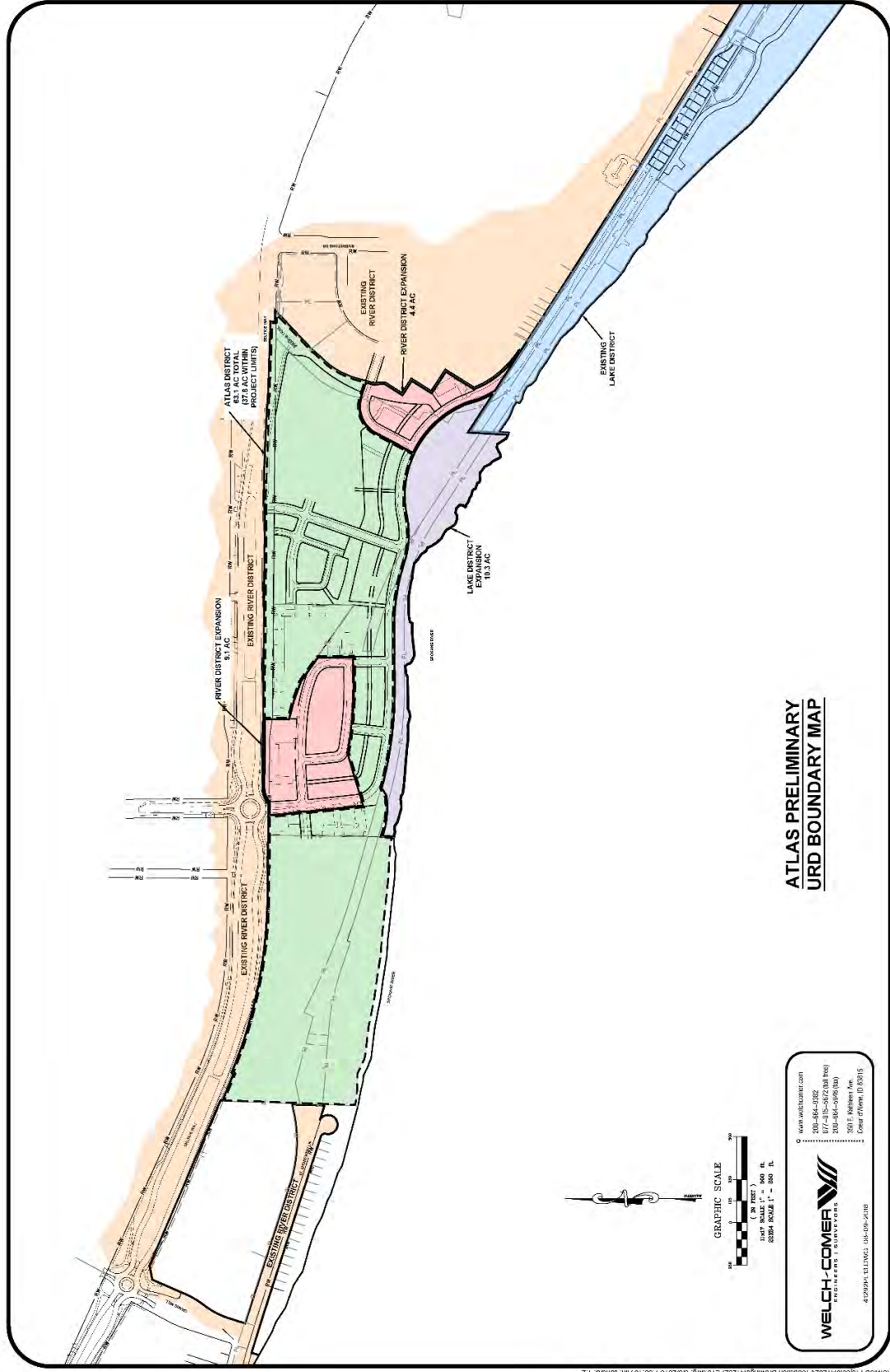
### *5.2.2 ROLES/RESPONSIBILITIES*

As depicted in Figure 15, the implementation strategy divides the roles and responsibilities of the subconsultant into three tracks:

- **Regulatory:** After approval of the district there are several regulatory steps still needed to occur prior to soliciting an RFP. Welch Comer, working with GGLO and Heartland, would work with ignite cda to finalize the regulatory conditions needed to implement the site plan, these tasks could include but are not limited to: finalizing the site plan; defining a master plan agreement; pursuing annexation; re-platting; developing site and design guidelines; approving a shoreline variance; and establishing a design review board.
- **Site/Infrastructure:** Welch Comer along with GGLO will work to continue to design public space enhancements, infrastructure and roads and assist ignite cda with soliciting bids and managing the public space and infrastructure construction.
- **Land Transactions:** As part of the land transaction process, Heartland will assist ignite cda with soliciting a formal RFP and assisting with the selection and negotiation with developers/builders as discussed in more detail in the RFP/Marketing section.

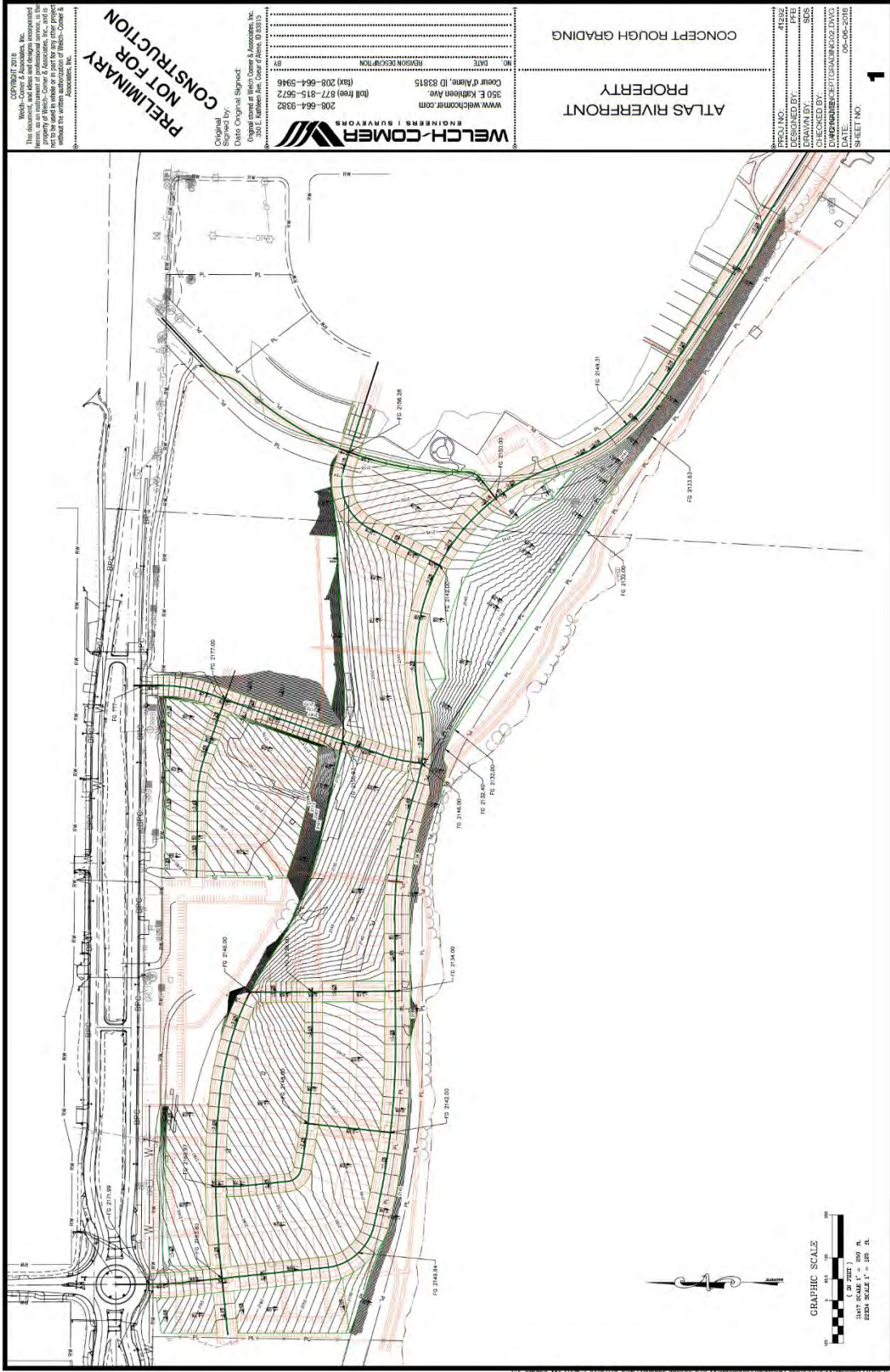
## 6 APPENDICES

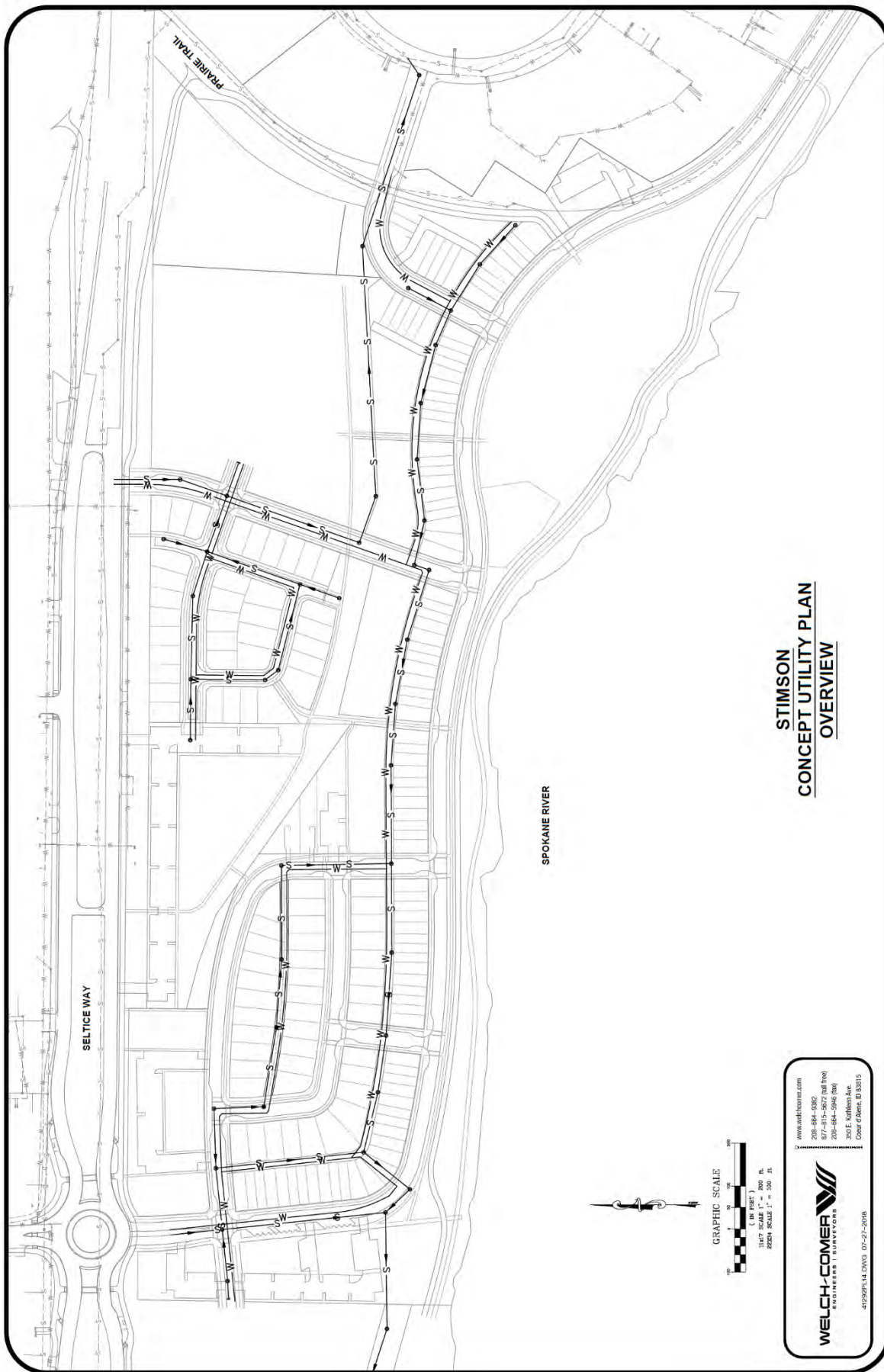
## 6.1 DISTRICT MAP



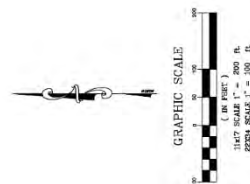


## 6.2 INFRASTRUCTURE CONCEPTS





# STIMSON CONCEPT UTILITY PLAN OVERVIEW



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Coeur d'Alene, ID 83815  
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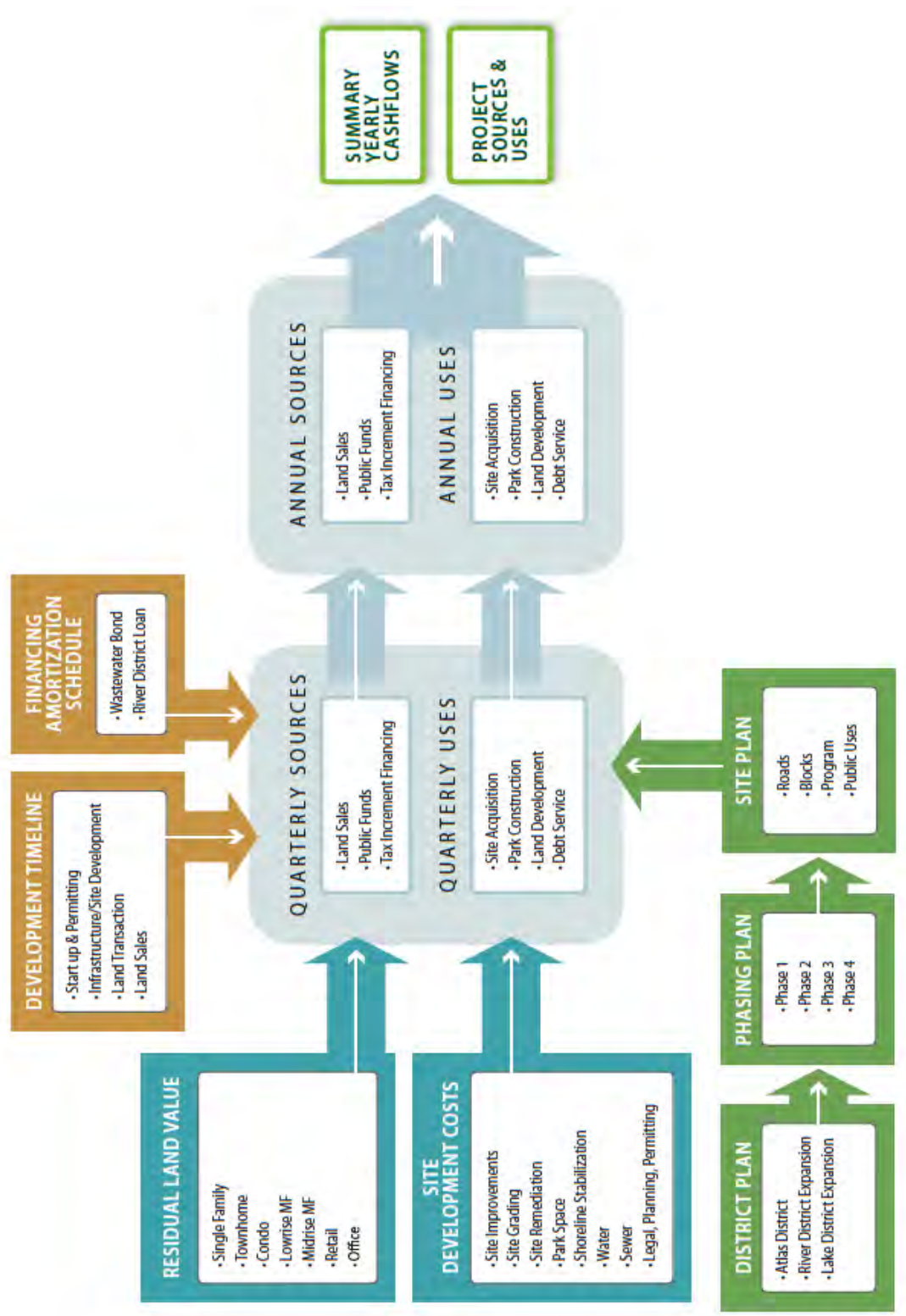
## 6.3 BLOCK MAP

Block designations 07.09.2018



6.4 FINANCIAL MODEL MAP

ATLAS Redevelopment: Financial Model Map





## 6.5 RLV BY PRODUCT TYPE

	1	2	3	4	7	8	
RLV PSF	\$20.12	\$12.81	\$16.90	\$5.65	\$8.49	\$6.68	
RLV /Unit	\$111,777	\$29,893	\$18,399	\$5,591	\$307	\$399	
Units/Acre	8	19	40	44	0.6	1.2	
GFA Per Unit	2,300	2,000	1,412	1,059	1	1	
\$/ GFA	300	265	370	242	307	399	
Land Use	Single Family	Townhome	Condo	Lowrise MF	Retail	Medical Office	
<b>Space Program</b>							
Pad Size	43,560	43,560	43,560	43,560	43,560	43,560	Land SF
Net Developable Area	90%	75%	43%	54%	50%	60%	% Pad
FAR	NA	NA	3.0	2.0	0.6	1.2	
Average Lot Size	5,000	1,750	--	--	--	--	
Average Unit Size	2,300	2,000	1,200	900	--	--	
Parking Type	Surface	Surface	Surface	Surface	Surface	Surface	
Efficiency	--	--	85%	85%	90%	90%	
Building Area	18,034	37,337	56,192	47,045	13,068	31,363	SF
Rentable Area	--	--	47,764	39,988	11,761	28,227	SF
Units	8	19	40	44	--	--	
Parking							
Minimums	2	2	2	1.25	200	300	Per Unit/SF Min
Spaces	16	37	80	55	59	94	
Parking Check	0.89	0.75	0.54	0.68	0.66	0.46	
<b>Revenue</b>							
<b>Sale</b>							
Sales Price	\$300	\$265	\$370	--	--	--	
Sale Price Per Unit	\$690,000	\$530,000	\$444,000	--	--	--	
Less: Sales Costs	-\$18	-\$16	-\$22	--	--	--	
Net Sales Revenue	\$282	\$249	\$348	--	--	--	
<b>Total Sale Revenue</b>	<b>\$5,085,588</b>	<b>\$9,300,647</b>	<b>\$19,543,717</b>	--	--	--	
Rent	--	--	--	\$1.60	\$27	\$33.8	
Occupancy	--	--	--	94%	90%	92%	
Operating Expenses							
Operating Expense Type	--	--	--	FSG	NNN	NNN	
Expense Ratio	--	--	--	25%	0%	0%	
<b>Total Net Operating Income</b>	--	--	--	<b>\$541,279</b>	<b>\$280,505</b>	<b>\$876,445</b>	
Cap Rate				5.60%	7.0%	7.00%	
<b>Total Value</b>	<b>\$5,085,588</b>	<b>\$9,300,647</b>	<b>\$19,543,717</b>	<b>\$9,665,690</b>	<b>\$4,007,209</b>	<b>\$12,520,637</b>	
					<b>\$306.64</b>	<b>\$399.21</b>	
<b>Cost</b>							
Hard Costs	\$2,885,440	\$5,973,920	\$11,800,404	\$5,880,600	\$2,090,880	\$7,527,168	
Alley Infrastructure	\$73,023	\$153,035	\$87,193				
Parking	\$80,000	\$185,000	\$400,000	\$275,000	\$295,000	\$470,000	
Hard Cost Contingency	\$144,272	\$298,696	\$590,020	\$294,030	\$104,544	\$376,358	
Soft Costs (Excluding Financing)	\$318,273	\$661,065	\$2,575,523	\$1,289,926	\$498,085	\$1,674,705	
Financing	\$159,137	\$330,533	\$901,433	\$451,474	\$174,330	\$586,147	
Developer Profit	\$549,022	\$1,140,337	\$2,453,186	\$1,228,655	\$474,426	\$1,595,157	
<b>Total Project Costs</b>	<b>\$4,209,167</b>	<b>\$8,742,586</b>	<b>\$18,807,760</b>	<b>\$9,419,685</b>	<b>\$3,637,264</b>	<b>\$12,229,535</b>	
						\$389.93	
<b>Residual Land Value</b>	<b>\$876,421</b>	<b>\$558,061</b>	<b>\$735,957</b>	<b>\$246,006</b>	<b>\$369,945</b>	<b>\$291,102</b>	
Land Value Per SF	\$20	\$13	\$17	\$6	\$8.5	\$6.7	
Land Value Per Unit	\$111,777	\$29,893	\$18,399	\$5,591	--	--	

6.5.1 RLV Cost By Product Type

Land Use	Single Family	Townhome	Condo	Low-Rise	Retail	Medical Office
Hard Costs						
PSF	\$160	\$160	\$210	\$125	\$160	\$240
Site Development Costs	\$4.05	\$4.10	\$1.55	\$0.00		PBSF
Hard Cost Contingency	5%	5%	5%	5%	5%	% Total
Parking						
Cost/Stall	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	Per Stall
Soft Costs						
Soft Costs (Includes Financial	10%	10%	20%	20%	20%	% of Hard Costs
Financing Costs	5%	5%	7%	7%	7%	7%
Developer Profit	15%	15%	15%	15%	15%	15%
Sales Costs						
Sale Costs	6%	6%	6%	--	--	% of Sales Price

6.6 ANNUAL PROJECT-BASED CF  
ATLAS Redevelopment Annual Cashflow

Y	0%	0%
Cost (+/- base)	2023	
Revenue (+/- base)	0%	
Development Delay	0%	

SOURCES		2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
Land Sales	Triangle	\$ 1,154,361	\$ -	\$ 1,154,361	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Phase 1 (Atlas)	\$ 2,693,330	\$ -	\$ -	\$ 2,693,330	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Phase 1 (River)	\$ 3,880,187	\$ -	\$ 3,880,187	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Phase 1 (Lake)	\$ 194,335	\$ -	\$ -	\$ 194,335	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Phase 2	\$ 1,919,167	\$ -	\$ -	\$ 1,919,167	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Phase 3	\$ 995,729	\$ -	\$ -	\$ 995,729	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Phase 4	\$ 4,602,257	\$ -	\$ -	\$ -	\$ 4,602,257	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Phase 5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Land Sales Total	\$ 15,439,366	\$ -	\$ 5,228,888	\$ 4,612,497	\$ 995,729	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	City	General Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Wastewater		\$ -	\$ 7,850,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Shoreline Stabilization		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lake District		\$ 3,700,000	\$ -	\$ 3,700,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
River District		\$ 3,700,000	\$ -	\$ 3,700,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Estimated Property Valuation		\$ -	\$ -	\$ -	\$ 9,314,597	\$ 34,464,009	\$ 55,900,223	\$ 59,308,350	\$ 61,704,407	\$ 62,938,946	\$ 64,197,266	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2017 Levy Rate		\$ 1,0058%	\$ 1,0058%	\$ 1,0058%	\$ 1,0058%	\$ 1,0058%	\$ 1,0058%	\$ 1,0058%	\$ 1,0058%	\$ 1,0058%	\$ 1,0058%	\$ 1,0058%	\$ 1,0058%	\$ 1,0058%	\$ 1,0058%	\$ 1,0058%	\$ 1,0058%	\$ 1,0058%	\$ 1,0058%	\$ 1,0058%	\$ 1,0058%	\$ 1,0058%	\$ 1,0058%
River District Tax Increment		\$ -	\$ -	\$ -	\$ 93,200	\$ 344,839	\$ 559,729	\$ 593,425	\$ 605,294	\$ 617,400	\$ 629,748	\$ 642,343	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Atlas District		\$ 2,100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Estimated Atlas Project Property Valuation		\$ -	\$ -	\$ -	\$ 4,707,215	\$ 28,324,677	\$ 91,108,999	\$ 135,665,752	\$ 189,212,619	\$ 211,143,190	\$ 223,678,137	\$ 228,348,313	\$ 232,915,280	\$ 237,573,585	\$ 242,325,057	\$ 247,171,558	\$ 252,114,989	\$ 257,157,289	\$ 262,300,435	\$ 267,546,443	\$ 272,897,372	\$ 278,355,320	\$ 283,922,426
2017 Levy Rate	\$ 1,0058%	\$ 1,0058%	\$ 1,0058%	\$ 1,0058%	\$ 1,0058%	\$ 1,0058%	\$ 1,0058%	\$ 1,0058%	\$ 1,0058%	\$ 1,0058%	\$ 1,0058%	\$ 1,0058%	\$ 1,0058%	\$ 1,0058%	\$ 1,0058%	\$ 1,0058%	\$ 1,0058%	\$ 1,0058%	\$ 1,0058%	\$ 1,0058%	\$ 1,0058%	\$ 1,0058%	
Atlas District Tax Increment	\$ 39,687,557	\$ -	\$ -	\$ 47,099	\$ 283,410	\$ 911,615	\$ 1,357,555	\$ 1,893,217	\$ 2,112,649	\$ 2,238,071	\$ 2,284,800	\$ 2,330,496	\$ 2,377,106	\$ 2,424,648	\$ 2,473,141	\$ 2,522,604	\$ 2,572,056	\$ 2,624,517	\$ 2,677,007	\$ 2,730,547	\$ 2,785,158	\$ 2,840,861	
Estimated Rivers Edge Project Property Valuation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,783,925	\$ 36,113,883	\$ 58,890,441	\$ 82,122,530	\$ 105,819,060	\$ 129,989,925	\$ 154,644,004	\$ 179,791,164	\$ 205,441,267	\$ 231,604,372	\$ 268,723,395	\$ 281,072,682	\$ 286,694,136	\$ 292,428,018	\$ 298,276,579	\$ 304,242,110	\$ 310,326,952	
2017 Levy Rate	\$ 1,0058%	\$ 1,0058%	\$ 1,0058%	\$ 1,0058%	\$ 1,0058%	\$ 1,0058%	\$ 1,0058%	\$ 1,0058%	\$ 1,0058%	\$ 1,0058%	\$ 1,0058%	\$ 1,0058%	\$ 1,0058%	\$ 1,0058%	\$ 1,0058%	\$ 1,0058%	\$ 1,0058%	\$ 1,0058%	\$ 1,0058%	\$ 1,0058%	\$ 1,0058%	\$ 1,0058%	
Rivers Edge Property Tax Increment	\$ 32,418,328	\$ -	\$ -	\$ -	\$ -	\$ 12,719	\$ 361,347	\$ 589,344	\$ 821,699	\$ 1,058,803	\$ 1,303,649	\$ 1,547,332	\$ 1,795,948	\$ 2,055,597	\$ 2,317,379	\$ 2,688,783	\$ 2,817,347	\$ 2,868,594	\$ 2,925,966	\$ 2,984,486	\$ 3,044,175	\$ 3,105,059	
Ighte CDA Total	\$ 85,691,462	\$ 0	\$ 9,500,000	\$ 162,402,410	\$ 253,600,313	\$ 311,685,332	\$ 358,521,876	\$ 388,521,876	\$ 391,457,111	\$ 424,763,296	\$ 426,763,296	\$ 430,649,332	\$ 431,457,111	\$ 431,457,111	\$ 431,457,111	\$ 431,457,111	\$ 431,457,111	\$ 431,457,111	\$ 431,457,111	\$ 431,457,111	\$ 431,457,111	\$ 431,457,111	
Total Sources Per Year		\$ 7,850,000	\$ 9,500,000	\$ 5,228,888	\$ 4,752,796	\$ 1,623,978	\$ 1,608,863	\$ 7,114,585	\$ 3,087,755	\$ 3,551,748	\$ 3,926,622	\$ 4,227,791	\$ 3,877,828	\$ 4,176,054	\$ 4,480,345	\$ 4,790,520	\$ 5,211,387	\$ 5,385,408	\$ 5,493,111	\$ 5,602,073	\$ 5,715,033	\$ 5,829,334	\$ 5,945,520
Cumulative SOURCES		\$ 7,850,000	\$ 17,350,000	\$ 22,578,888	\$ 27,331,679	\$ 28,955,657	\$ 30,564,320	\$ 37,679,104	\$ 40,766,860	\$ 44,313,608	\$ 48,245,229	\$ 52,473,021	\$ 56,350,848	\$ 60,526,902	\$ 65,007,147	\$ 69,797,667	\$ 75,009,054	\$ 80,394,457	\$ 85,887,569	\$ 91,490,542	\$ 97,205,575	\$ 103,034,908	\$ 108,980,429
USES																							
Site Acquisition		\$ 7,850,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Costs		\$ -	\$ 151,129	\$ 154,174	\$ 157,281	\$ 207,537	\$ 354,397	\$ 361,538	\$ 368,823	\$ 376,755	\$ 383,837	\$ 391,572	\$ 399,462	\$ 407,511	\$ 415,723	\$ 424,100	\$ 432,646	\$ 441,364	\$ 450,257	\$ 459,330	\$ 468,586	\$ 478,028	\$ -
Public Space		\$ -	\$ -	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Phase 1		\$ -	\$ 2,825,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Phase 2		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Phase 3		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Land Development		\$ -	\$ 2,141,917	\$ -	\$ -	\$ -	\$ 2,141,917	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Phase 1		\$ -	\$ 3,559,800	\$ 3,650,996	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Phase 2		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Phase 3		\$ -	\$ -	\$ -	\$ -	\$ 1,883,432	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Phase 4		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,865,022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Debt Service		\$ -	\$ -	\$ -	\$ 316,213	\$ 316,213	\$ 316,213	\$ 316,213	\$ 316,213	\$ 316,213	\$ 316,213	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Atlas District Loan Repay to River District		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Reimbursement		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Atlas District ROW Repayment to City		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 557,328	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Wastewater Repayment (Atlas Districts)		\$ -	\$ 6,700,886	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,234,849	\$ 3,296,874	\$ 1,169,163	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Wastewater Repayment (Lake District)		\$ -	\$ -	\$ -	\$ 193,454	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Wastewater Repayment (River District)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 559,329	\$ 593,425	\$ 613,338	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Community Facilities		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cultural Center		\$ -	\$ 7,750,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational Facility		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Multi Purpose Athletic / Perf. Facilities		\$ -	\$ 3,250,000	\$ -	\$ -	\$ -	\$ 750,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Public Facilities **		\$ -	\$ 10,500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Public Facilities **		\$ -	\$ 17,600,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Public Medical Facility		\$ -	\$ 6,750,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Use Per Year		\$ 96,079,124	\$ 7,850,000	\$ 6,536,329	\$ 4,285,170	\$ 3,922,631	\$ 2,611,289	\$ 3,922,631	\$ 4,040,655	\$ 4,596,824	\$ 1,560,795	\$ 1,399,462	\$ 1,939,462	\$ 2,407,511	\$ 4,915,723	\$ 3,424,100	\$ 5,432,646	\$ 5,441,364	\$ 5,450,257	\$ 5,459,330	\$ 4,468,586	\$ 9,978,028	\$ -
Cumulative Uses		\$ 7,850,000	\$ 14,386,329	\$ 18,671,499	\$ 22,594,129	\$ 25,205,419	\$ 29,327,274	\$ 36,213,472	\$ 37,503,802	\$ 41,544,457	\$ 46,141,381	\$ 47,702,116	\$ 49,101,578	\$ 51,509,089	\$ 56,424,812	\$ 59,848,912	\$ 65,281,558	\$ 70,722,922	\$ 76,173,179	\$ 81,632,510	\$ 86,101,096	\$ 96,079,124	\$ 96,079,124

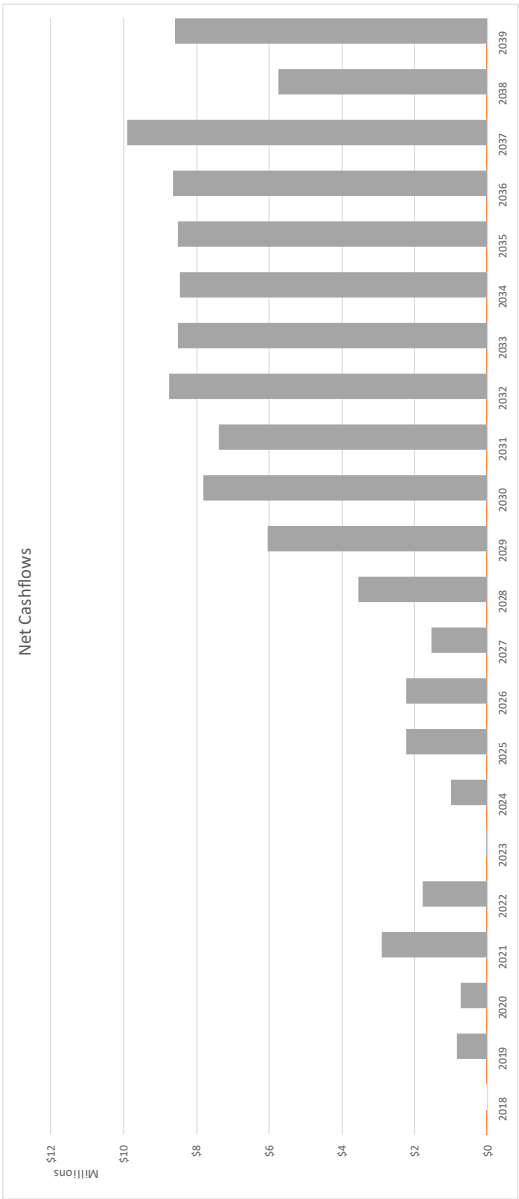
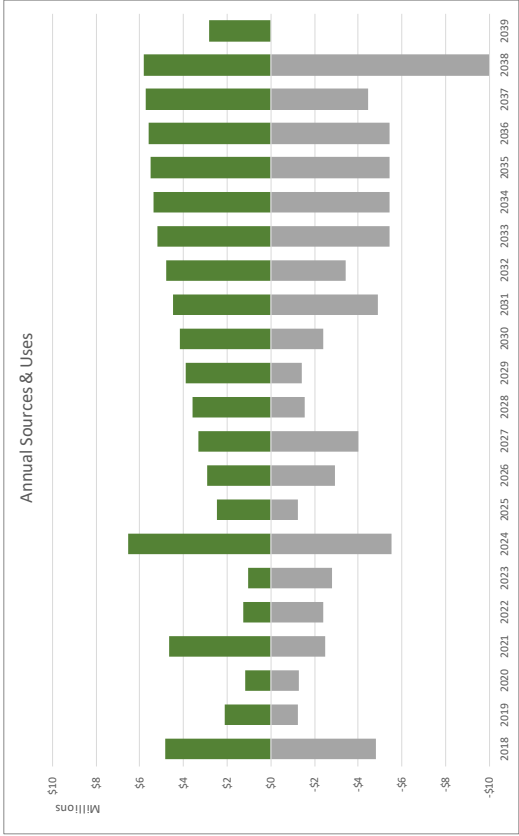
6.7 ANNUAL CASHFLOWS (ATLAS DISTRICT)  
ATLAS District Annual Cashflow

SOURCES		2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
Land Sales	Triangle	\$ 1,154,361	\$ -	\$ -	\$ 1,154,361	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Phase 1	\$ 2,693,330	\$ -	\$ -	\$ 2,693,330	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Phase 2	\$ 1,919,167	\$ -	\$ -	\$ 1,919,167	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Phase 3	\$ 995,729	\$ -	\$ -	\$ -	\$ 995,729	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Phase 4	\$ 4,602,257	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,602,257	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Land Sales Total		\$ 11,364,844	\$ -	\$ 1,154,361	\$ 4,612,497	\$ 995,729	\$ -	\$ 4,602,257	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City	General Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Wastewater	\$ 4,817,045	\$ 4,817,045	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Ignite CDA	Atlas District	\$ 2,100,000	\$ -	\$ 2,100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Atlas District Tax Increment	\$ 39,687,557	\$ -	\$ -	\$ 47,099	\$ 283,410	\$ 911,615	\$ 1,557,555	\$ 1,893,217	\$ 2,112,649	\$ 2,238,071	\$ 2,284,800	\$ 2,330,496	\$ 2,377,106	\$ 2,424,648	\$ 2,473,141	\$ 2,522,604	\$ 2,573,056	\$ 2,624,517	\$ 2,677,007	\$ 2,730,547	\$ 2,785,158	\$ 2,840,861
	Rivers Edge Property Tax Increment	\$ 29,313,669	\$ -	\$ -	\$ -	\$ -	\$ 137,919	\$ 361,347	\$ 589,244	\$ 821,699	\$ 1,058,803	\$ 1,300,649	\$ 1,547,332	\$ 1,798,948	\$ 2,055,597	\$ 2,317,379	\$ 2,688,783	\$ 2,812,347	\$ 2,868,594	\$ 2,925,966	\$ 2,984,486	\$ 3,044,175	\$ -
Ignite CDA Total		\$ 71,100,826	\$ -	\$ 2,100,000	\$ 47,099	\$ 283,410	\$ 1,049,534	\$ 1,918,902	\$ 2,482,461	\$ 2,984,348	\$ 3,296,874	\$ 3,585,449	\$ 3,877,828	\$ 4,176,664	\$ 4,480,245	\$ 4,790,520	\$ 5,211,387	\$ 5,385,403	\$ 5,493,111	\$ 5,602,973	\$ 5,715,033	\$ 5,829,334	\$ 2,840,861
Total Source Per Year		\$ 4,817,045	\$ 2,100,000	\$ 1,154,361	\$ 4,659,596	\$ 1,279,139	\$ 1,049,534	\$ 6,521,159	\$ 2,482,461	\$ 2,984,348	\$ 3,296,874	\$ 3,585,449	\$ 3,877,828	\$ 4,176,664	\$ 4,480,245	\$ 4,790,520	\$ 5,211,387	\$ 5,385,403	\$ 5,493,111	\$ 5,602,973	\$ 5,715,033	\$ 5,829,334	\$ 2,840,861
Cumulative Sources		\$ 4,817,045	\$ 6,917,045	\$ 8,071,407	\$ 12,731,003	\$ 14,010,142	\$ 15,059,676	\$ 21,580,835	\$ 24,063,297	\$ 26,897,645	\$ 30,294,519	\$ 33,879,967	\$ 37,757,795	\$ 41,933,849	\$ 46,414,094	\$ 51,204,614	\$ 56,416,001	\$ 61,801,404	\$ 67,294,515	\$ 72,897,488	\$ 78,612,521	\$ 84,441,855	\$ 87,282,716

USES		2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
61% Site Acquisition	Operating Costs	\$ 4,817,045	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Future Public Space Improvements *	\$ 7,283,351	\$ 151,129	\$ 154,174	\$ 157,281	\$ 207,537	\$ 354,397	\$ 361,538	\$ 368,823	\$ 376,255	\$ 383,837	\$ 391,572	\$ 399,462	\$ 407,511	\$ 415,723	\$ 424,100	\$ 432,646	\$ 441,364	\$ 450,257	\$ 459,330	\$ 468,586	\$ 478,028	\$ -
	Phase 3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Land Development	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,141,917	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
100% Phase 1	Phase 1	\$ -	\$ 1,101,600	\$ 1,123,632	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Phase 2	\$ 2,005,683	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Phase 3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Phase 4	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
100% Debt Service	Atlas District Loan Repay to River District	\$ -	\$ -	\$ -	\$ 316,213	\$ 316,213	\$ 316,213	\$ 316,213	\$ 316,213	\$ 316,213	\$ 316,213	\$ 316,213	\$ 316,213	\$ 316,213	\$ 316,213	\$ 316,213	\$ 316,213	\$ 316,213	\$ 316,213	\$ 316,213	\$ 316,213	\$ 316,213	\$ 316,213
	Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Atlas District ROW Repayment to City	Wastewater Repayment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Community Facilities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational Facilities	Cultural Center	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Educational Facilities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Multi Purpose Athletic / Perf. Facilities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Other Public Facilities **	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Public Medical Facilities	Public Medical Facilities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Public Medical Facilities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Use Per Year		\$ 78,693,586	\$ 1,252,729	\$ 1,277,806	\$ 2,479,177	\$ 2,407,182	\$ 2,812,527	\$ 5,542,773	\$ 1,242,365	\$ 2,927,317	\$ 3,996,924	\$ 1,560,735	\$ 1,399,462	\$ 2,407,311	\$ 4,915,723	\$ 3,424,100	\$ 5,432,646	\$ 5,441,364	\$ 5,450,330	\$ 5,459,330	\$ 4,468,586	\$ 9,978,028	\$ -
Cumulative Uses		\$ 78,693,586	\$ 79,946,315	\$ 81,224,121	\$ 83,703,298	\$ 86,110,480	\$ 88,922,997	\$ 94,465,763	\$ 95,708,128	\$ 98,635,445	\$ 101,632,369	\$ 103,193,104	\$ 104,592,566	\$ 106,999,877	\$ 111,915,600	\$ 115,339,713	\$ 120,772,359	\$ 126,213,723	\$ 131,664,053	\$ 137,123,383	\$ 142,591,913	\$ 148,570,941	\$ 154,548,969
		\$ -	\$ 13,121,285	\$ 14,274,084	\$ 16,753,261	\$ 19,160,443	\$ 22,002,970	\$ 25,545,743	\$ 26,788,108	\$ 29,715,425	\$ 32,712,349	\$ 34,273,084	\$ 35,672,546	\$ 37,079,857	\$ 39,485,580	\$ 41,900,793	\$ 44,325,006	\$ 46,749,219	\$ 49,173,432	\$ 51,597,645	\$ 54,021,858	\$ 56,446,071	\$ 58,870,284

\* = could include public infrastructure (streets, water sewer), sidewalks, site remediation, parking, parks, ped/bike trails, riverfront access, docks.  
\*\* = could include facilities such as museums, convention center, community centers, public safety buildings.

NET PROCEEDS		2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
Cumulative Proceeds	Annual Proceeds	\$ -	\$ 847,271	\$ 773,826	\$ 2,904,246	\$ 1,776,204	\$ 13,211	\$ 991,597	\$ 2,231,694	\$ 2,388,725	\$ 1,538,675	\$ 3,563,389	\$ 6,041,754	\$ 7,810,897	\$ 7,574,819	\$ 8,741,239	\$ 8,519,980	\$ 8,464,020	\$ 8,506,873	\$ 8,650,516	\$ 9,896,963	\$ 5,748,268	\$ 8,589,130
	Annual Proceeds	\$ -	\$ 5,796,098	\$ 123,445	\$ 2,180,420	\$ 1,123,043	\$ 1,762,992	\$ 978,386	\$ 1,240,086	\$ 7,031	\$ 700,050	\$ 2,024,714	\$ 2,478,366	\$ 1,768,343	\$ 485,478	\$ 1,366,420	\$ 221,259	\$ 55,961	\$ 42,854	\$ 143,643	\$ 1,246,447	\$ 4,146,695	\$ 2,840,861



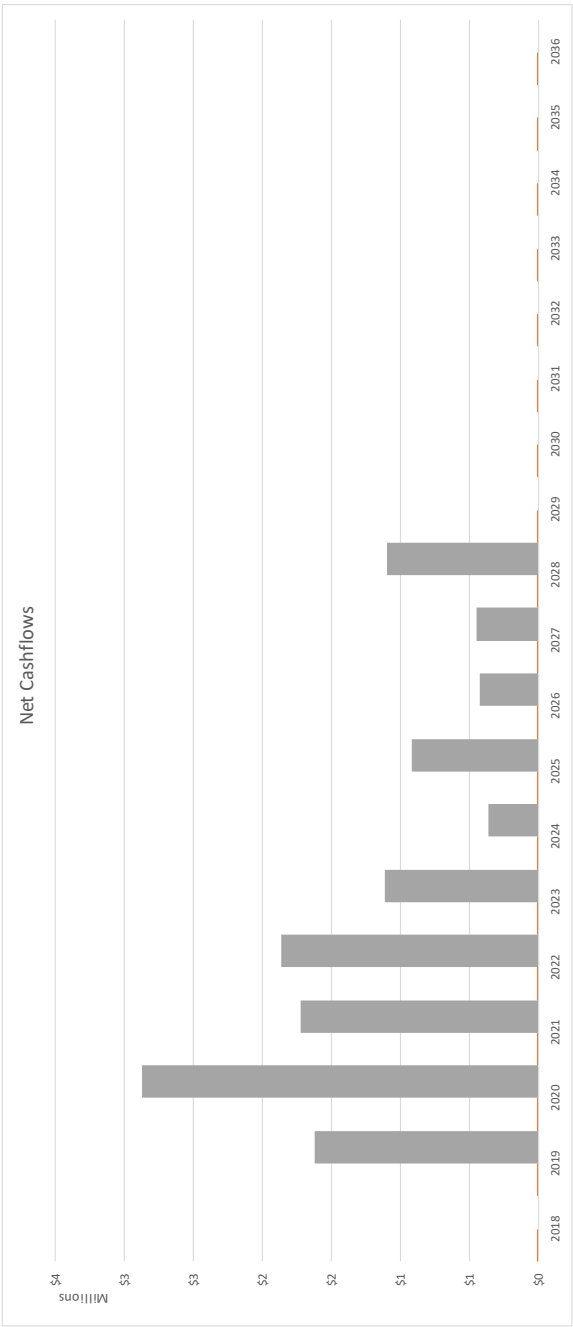
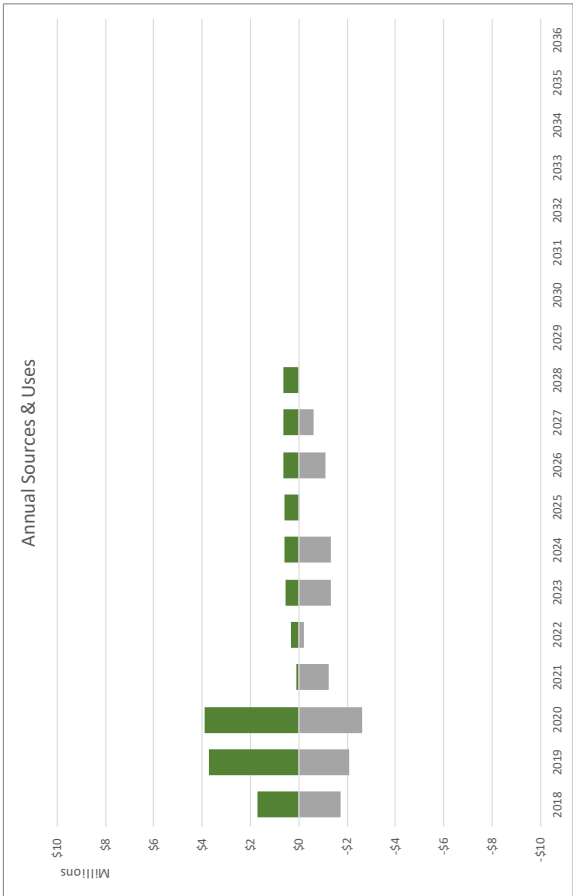
6.8 ANNUAL CASHFLOWS (RIVER DISTRICT)  
River District Annual Cashflow

SOURCES	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
Land Sales																					
Phase 1	\$ 3,880,187	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
Land Sales Total	\$ 3,880,187	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City																					
General Fund	\$ -	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
Wastewater	\$ 1,720,373	1,720,373 \$	1,720,373 \$	1,720,373 \$	1,720,373 \$	1,720,373 \$	1,720,373 \$	1,720,373 \$	1,720,373 \$	1,720,373 \$	1,720,373 \$	1,720,373 \$	1,720,373 \$	1,720,373 \$	1,720,373 \$	1,720,373 \$	1,720,373 \$	1,720,373 \$	1,720,373 \$	1,720,373 \$	1,720,373 \$
22%																					
Ignite CDA																					
River District	\$ 3,700,000	- \$	- \$	3,700,000 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
RiverDistrict Tax Increment	\$ 4,085,577	- \$	- \$	- \$	344,839 \$	559,329 \$	593,425 \$	605,294 \$	617,400 \$	629,748 \$	642,343 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
Ignite CDA Total	\$ 7,785,577	- \$	- \$	3,700,000 \$	344,839 \$	559,329 \$	593,425 \$	605,294 \$	617,400 \$	629,748 \$	642,343 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
Total Source Per Year	\$ 13,386,138	\$ 1,720,373	\$ 3,700,000	\$ 3,880,187	\$ 344,839	\$ 559,329	\$ 593,425	\$ 605,294	\$ 617,400	\$ 629,748	\$ 642,343	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cumulative Sources	\$ 1,720,373	\$ 5,420,373	\$ 9,300,561	\$ 9,393,760	\$ 9,738,599	\$ 10,297,928	\$ 10,891,353	\$ 11,496,647	\$ 12,114,047	\$ 12,743,795	\$ 13,386,138	\$ 13,386,138	\$ 13,386,138	\$ 13,386,138	\$ 13,386,138	\$ 13,386,138	\$ 13,386,138	\$ 13,386,138	\$ 13,386,138	\$ 13,386,138	#####
USES																					
22% Site Acquisition	- \$	1,720,373 \$	1,720,373 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
Land Development																					
58% Phase 1	- \$	4,203,216	- \$	2,080,800 - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
0% Phase 2	\$ -	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
0% Phase 3	\$ -	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
Reimbursement																					
Wastewater Repayment	- \$	2,018,165	- \$	- \$	204,107 - \$	559,329 - \$	593,425 - \$	47,966 - \$	613,338 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
Public Space Improvements *	- \$	500,000	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
Public Facilities																					
Cultural Center	- \$	750,000	- \$	- \$	- \$	- \$	750,000 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
Educational Facilities	- \$	750,000	- \$	- \$	- \$	750,000 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
Multi Purpose Athletic / Perf. Facilities	- \$	500,000	- \$	- \$	- \$	- \$	- \$	- \$	500,000 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
Other Public Facilities **	- \$	1,100,000	- \$	- \$	- \$	- \$	- \$	- \$	- \$	600,000 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
Medical Facilities	- \$	750,000	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
Total Use Per Year	\$ 12,291,755	\$ 1,720,373	\$ 2,080,800	- \$	204,107 - \$	1,309,329 - \$	1,343,425 - \$	47,966 - \$	1,113,338 - \$	600,000 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
Cumulative Uses	- \$	1,720,373 - \$	3,801,173 - \$	6,423,589 - \$	7,877,697 - \$	9,187,025 - \$	10,530,451 - \$	10,578,416 - \$	11,691,755 - \$	12,291,755 - \$	12,291,755	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$

\* = could include public infrastruclture (streets, water sewer), sidewalks, site remediation, site preparation, parking, parks, ped/bike trails, rivefront access, docks.

\*\* = could include facilities such as museums, convention center, community centers, public safety buildings.

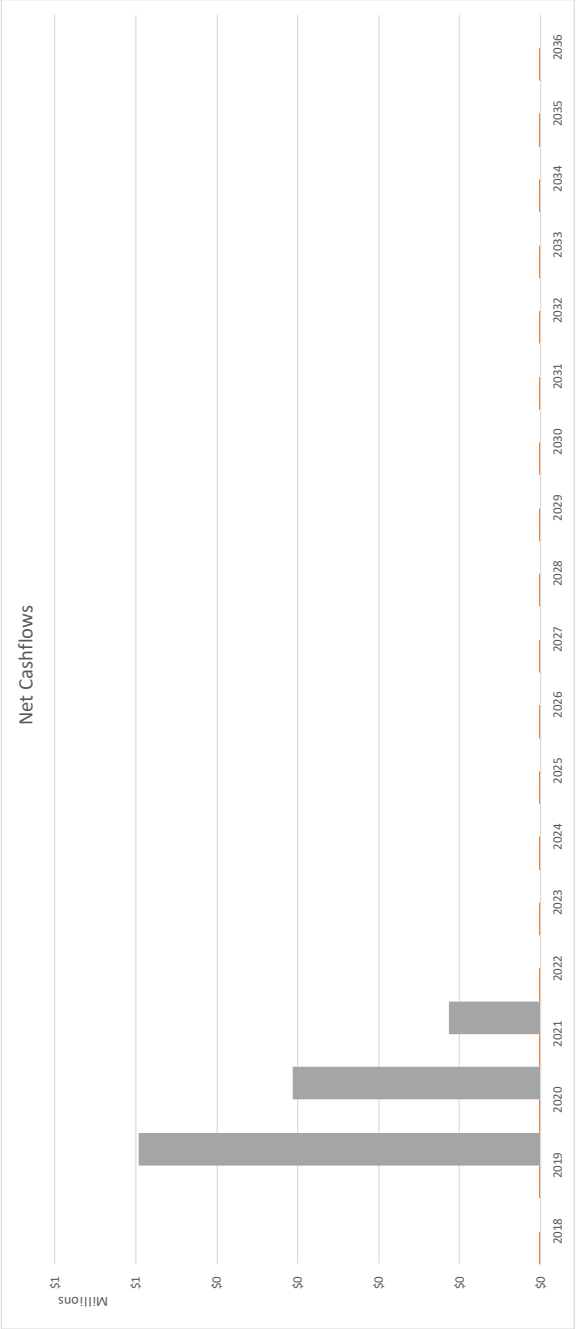
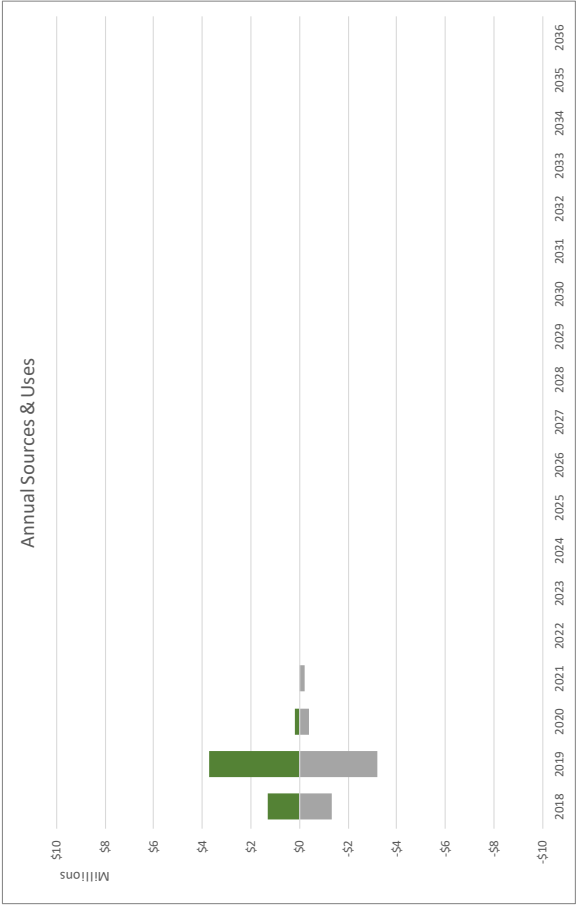
NETPROCEEDS	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
Cumulative Proceeds	\$ -	- \$	1,619,200 \$	2,876,971 \$	1,860,903 \$	1,110,903 \$	360,903 \$	918,231 \$	422,292 \$	452,040 \$	1,094,383	-	-	-	-	-	-	-	-	-	-
Annual Proceeds	\$ 1,094,383	\$ -	1,619,200 \$	1,257,771 - \$	140,732 - \$	750,000 - \$	750,000 \$	557,328 - \$	495,988 \$	25,748 \$	642,343	-	-	-	-	-	-	-	-	-	-



6.9 ANNUAL CASHFLOWS (LAKE DISTRICT)  
Lake District Annual Cashflow

SOURCES		2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	
Land Sales Phase 1 Phase 5	\$	194,335	\$	194,335	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
Land Sales Total		\$	194,335	\$	194,335	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
City General Fund 17% Wastewater	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
	\$	1,312,581	\$	1,312,581	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
Ignite CDA Shoreline Stabilization Lake District	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
	\$	3,700,000	\$	3,700,000	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
Total Source Per Year		\$	3,700,000	\$	194,335	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Cumulative Sources		\$	5,206,916	\$	5,206,916	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
USFS		2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	
17% Site Acquisition Public Space Phase 1 Phase 2	-\$	1,312,581	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
	-\$	2,825,400	\$	2,825,400	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
Land Development 11% Phase 1 0% Phase 2 0% Phase 3 0% Phase 4	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
	-\$	762,348	\$	377,400	\$	384,948	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
Reimbursement 2% Wastewater Repayment	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
	-\$	193,454	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
Total Use Per Year		-\$	3,202,800	-\$	384,948	-\$	193,454	-\$	193,454	-\$	193,454	-\$	193,454	-\$	193,454	-\$	193,454	-\$	193,454	-\$	193,454	-\$	193,454
Cumulative Uses		-\$	4,515,381	-\$	4,900,329	-\$	5,093,783	-\$	5,093,783	-\$	5,093,783	-\$	5,093,783	-\$	5,093,783	-\$	5,093,783	-\$	5,093,783	-\$	5,093,783	-\$	5,093,783

-\$ 7,190,796





## 6.10 STATIC SOURCES AND USES

Sources	Total Project
River District	\$3,700,000
Lake District	\$3,700,000
Atlas District	\$2,100,000
City Funding	
General Fund	\$0
Wastewater Loan	\$7,850,000
Tax Increment	
River District Phase 1	\$4,085,577
Atlas District	\$39,687,557
Rivers Edge Property	\$32,418,328
Real Estate Sales	
Triangle Parcel	\$1,154,361
Phase 1	\$6,767,852
Phase 2	\$1,919,167
Phase 3	\$995,729
Phase 4	\$4,602,257
<b>Total Sources</b>	<b>\$108,980,829</b>

Uses	Total \$ (2018\$)
Land Acquisition	-\$7,850,000
Operating Costs (Atlas District)	-\$7,283,551
<b>Intended Reimbursement</b>	
Wastewater Fund (Lake District) for land acquisition	-\$193,454
Wastewater Fund (River District) for land acquisition	-\$2,018,165
Wastewater Fund (Atlas District) for land acquisition	-\$6,700,886
Atlas District ROW Repay to City for land acquisition	-\$557,328
<b>Debt</b>	
Atlas District Repay to River District	-\$2,213,490
<b>Public Space Development</b>	
Public Space Improvement*	-\$2,500,000
Phase 1	-\$2,825,400
Phase 2	\$0
Phase 3	-\$2,141,917
<b>Infrastructure</b>	
Phase 1	-\$7,190,796
Phase 2	-\$2,005,683
Phase 3	-\$1,883,432
Phase 4	-\$4,865,022
<b>Community Facilities</b>	
Cultural Center	-\$7,750,000
Educational Facility	-\$3,250,000
Multi Purpose Athletic / Perf. Facilities	-\$10,500,000
Other Public Facilities **	-\$17,600,000
Medical Facility	-\$6,750,000
<b>Total Uses</b>	<b>-\$96,079,124</b>

<b>Surplus/Gap</b>	<b>\$12,901,705</b>
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## Attachment 5B

### Second Supplement to the Economic Feasibility Study for the River District Urban Renewal Area for the Area Added by the Second Amendment

RIVER DISTRICT: FINANCIAL ANALYSIS MODEL

ASSUMPTIONS:

Fiscal Year (FY)	FY18	FY19	FY20	FY21	FY22	FY23	FY24	FY25	FY26	FY27	FY28
Tax Increment (TI) Valuation	136,526,650	154,062,064	154,062,064	154,062,064	154,062,064	154,062,064	154,062,064	154,062,064	154,062,064	154,062,064	154,062,064
Levy Rate:											
Total Levy (Percent)	1.000576600	1.000576600	1.0005766	1.0005766	1.0005766	1.0005766	1.0005766	1.0005766	1.0005766	1.0005766	1.0005766
Total TI Revenue (held constant)	1,366,054	1,541,509	1,541,509	1,541,509	1,541,509	1,541,509	1,541,509	1,541,509	1,541,509	1,541,509	1,541,509
Net TI Revenue	1,366,054	1,541,509	1,541,509	1,541,509	1,541,509	1,541,509	1,541,509	1,541,509	1,541,509	1,541,509	1,541,509
LESS: Public Art (@2%)	27,321	30,830	30,830	30,830	30,830	30,830	30,830	30,830	30,830	30,830	30,830
EQUALS: net TI revenue to ignite cda	1,338,733	1,510,679	1,510,679	1,510,679	1,510,679	1,510,679	1,510,679	1,510,679	1,510,679	1,510,679	1,510,679

FUND BEGINNING BALANCE:

TI Revenue Collected	4,991,062	2,995,441	2,717,496	2,423,016	2,111,698	1,783,234	1,437,309	1,155,468	923,023	675,125	411,493
Other ignite cda Revenue Sources	1,338,733	1,510,679	1,510,679	1,510,679	1,510,679	1,510,679	1,510,679	1,510,679	1,510,679	1,510,679	1,510,679
Total River District Revenue	4,980	2,500	2,550	2,601	2,653	2,706	2,760	2,815	2,872	2,929	2,988
	6,334,775	4,508,620	4,280,725	3,936,295	3,625,030	3,296,619	2,950,748	2,668,962	2,436,574	2,188,733	1,925,159

EXPENSES & DEBT SERVICE

Expense - Administration	99,453	99,900	101,898	103,936	106,015	108,135	110,298	112,504	114,754	117,049	119,390
Expense - Ann. Oper. Expense	428,999	278,181	280,963	283,772	286,610	289,476	292,371	295,295	298,248	301,230	304,242
R.West - Ph.1 - increment towards debt	366,496	393,156	401,019	409,040	417,220	425,565	434,076	442,758	451,613	460,645	469,858
RW West - Ph. 1 Interest (cap \$2M)	0	0	0	0	0	0	0	0	0	0	0
Riverstone West - Ph. 1 Principal	366,496	393,156	401,019	409,040	417,220	425,565	434,076	442,758	451,613	460,645	469,858
R.West - Ph.2 - increment towards debt	94,966	132,636	135,289	137,995	140,755	143,570	146,441	0	0	0	0
RW - Ph. 2 Interest (cap \$246.9K)	31,940	28,846	26,638						0	0	0
Riverstone West - Ph. 1 Principal	63,026	103,790	108,651	137,995	140,755	143,570	64,575	0	0	0	0
MR Seniors - increment towards debt	11,450	12,177	12,421	12,669	12,923	13,181	13,445	13,713	13,988	14,267	14,553
MR Seniors Interest (cap \$97.8K)	11,450	12,177	12,421	6,265	0	0	0	0	0	0	0
MR Seniors Principal	0	0	0	6,404	12,923	13,181	13,445	13,713	13,988	14,267	14,553
RW Apts. - increment towards debt	13,111	13,129	13,392	13,660	13,933	14,212	14,496	14,786	15,081	15,383	15,691
RW Apts. Interest (cap \$118.5K)	13,111	13,129	13,392	13,660	13,933	14,212	0	0	0	0	0
RW Apts. Principal	0	0	0	0	0	0	14,496	14,786	15,081	15,383	15,691
RW III Apts. - increment towards debt	6,982	7,207	7,351	7,498	7,648	7,801	7,957	8,116	8,279	8,444	8,613
RW Apts. III Interest (cap \$84K)	6,982	7,207	7,351	7,498	7,648	7,801	7,957	8,116	8,279	8,444	0
RW Apts. III Principal	0	0	0	0	0	0	0	0	0	0	8,613
Circuit @ Seltice - increm. towards debt	17,876	31,945	32,584	33,236	33,901	34,579	35,270	35,976	36,695	37,429	0
Circuit Interest (cap \$103.4K)	9,112	8,270	7,712	7,061	6,399	5,704	4,974	4,210	3,430	2,614	0
Circuit Principal	8,764	23,675	24,873	26,175	27,502	28,875	30,296	31,765	33,265	34,815	0
Subtotal: OPAs/IRAS	510,882	590,251	602,056	614,097	626,379	638,907	569,819	515,349	525,656	536,169	508,715
Seltice Way Project: capital improvement \$\$	2,300,000										
Debt: WTB Note 2018 Series Note (\$7.0M @ 3.3%)		822,792	822,792	822,792	822,792	822,792	822,792	822,792	822,792	822,792	822,792
2018 Series Note Funds & Cash Balance Expenditures *		5,800,000	600,000	600,000							

FUND ENDING BALANCE

	2,995,441	2,717,496	2,423,016	2,111,698	1,783,234	1,437,309	1,155,468	923,023	675,125	411,493	170,021
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\* = includes loan to Atlas District (FY19), and could include funds for public infrastructure (streets, water sewer), sidewalks, site remediation, site preparation, parking, parks, ped/bike trails, public facilities (museum, convention center, community center, public safety buildings).

Exhibit 4  
CITY OF COEUR D'ALENE

SUMMARY OF ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO, APPROVING THE SECOND AMENDMENT TO THE RIVER DISTRICT REDEVELOPMENT PLAN URBAN RENEWAL PROJECT, WHICH SECOND AMENDMENT SEEKS TO DEANNEX CERTAIN PARCELS FROM, AND ADD PARCELS TO, THE EXISTING RIVER DISTRICT PROJECT AREA; WHICH SECOND AMENDMENT INCLUDES REVENUE ALLOCATION FINANCING PROVISIONS; AUTHORIZING THE CITY CLERK TO TRANSMIT A COPY OF THIS ORDINANCE AND OTHER REQUIRED INFORMATION TO COUNTY AND STATE OFFICIALS AND OTHER TAXING ENTITIES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY; APPROVING THE SUMMARY OF THE ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF COEUR D'ALENE:

SECTION 1: It is hereby found and determined that:

- (a) The Project Area, as defined in the Second Amendment, is a deteriorated or a deteriorating area, as defined in the Law and the Act, and qualifies as an eligible urban renewal area under the Law and Act.
- (b) The rehabilitation, conservation, development and redevelopment of the urban renewal area pursuant to the Second Amendment are necessary in the interests of public health, safety, and welfare of the residents of the City.
- (c) There continues to be a need for the Agency to function in the City.
- (d) The Second Amendment conforms to the Comprehensive Plan of the City of Coeur d'Alene, as amended.
- (e) The Second Amendment gives due consideration to the provision of adequate park and recreation areas and facilities that may be desirable for neighborhood improvement (recognizing the mixed use components of the Second Amendment, the need for overall public improvements, and the proposed public open space), and shows consideration for the health, safety, and welfare of any residents or businesses in the general vicinity of the urban renewal area covered by the Second Amendment.

- (f) The Second Amendment affords maximum opportunity consistent with the sound needs of the City as a whole for the rehabilitation, development and redevelopment of the urban renewal area by private enterprises.
- (g) Pursuant to Idaho Code §§ 50-2007(h) and 50-2008(d)(1), the Second Amendment provides a feasible method for relocation obligations of any displaced families residing within the Project Area and there is not anticipated to be any activity by the Agency that would result in relocation.
- (h) The collective base assessment rolls of the Atlas District Project Area, the area added by the Second Amendment, the area added by the Second Amendment to the Existing Lake District Project Area, together with the collective base assessment roll values of the Existing Project Areas, do not exceed ten percent (10%) of the assessed values of all the taxable property in the City.
- (i) The area to be added by the Second Amendment does not exceed ten percent (10%) of the geographical area contained within the Existing River District Project Area and the area to be added is contiguous to the Existing River District Project Area.
- (j) The Second Amendment includes the requirements set out in Idaho Code § 50-2905 with specificity.
- (k) The Second Amendment is sufficiently complete to indicate such land acquisition, demolition and removal of structures, redevelopment, improvements, and rehabilitation as may be proposed to be carried out in the urban renewal area, zoning and planning changes, if any, land uses, maximum densities, building requirements, and any method or methods of financing such plan, which methods may include revenue allocation financing provisions.
- (l) The urban renewal area, which includes the deteriorating area, as defined in Idaho Code §§ 50-2018(9) and 50-2903(8)(f), does not include any agricultural operation for which the Agency has not received a written consent, or has not been used for agricultural purposes for three (3) consecutive years.
- (m) The portion of the Project Area which is identified for non-residential uses is necessary and appropriate to facilitate the proper growth and development standards in accordance with the objectives of the Comprehensive Plan to overcome economic disuse, the need for improved traffic patterns, and the need for the correlation of this area with other areas of the City.
- (n) The portion of the Project Area which is identified for residential uses is necessary and appropriate as there is a shortage of housing of sound standards and design which is decent, safe and sanitary in the City; that the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas; that the conditions of blight in the area and the shortage of

decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime and constitute a menace to the public health, safety, morals, or welfare; and that the acquisition of the area for residential uses is an integral part of and essential to the program of the City.

SECTION 2: The City Council finds that the Project Area has a substantial portion of open land, that the Agency may acquire any open land within the Project Area, and that the Project Area is planned to be redeveloped in a manner that will include both residential and nonresidential uses. The City Council finds that portions of the Project Area are deemed “open land,” and that the criteria set forth in the Law and Act have been met.

SECTION 3: The City Council finds that one of the Second Amendment objectives to increase the residential opportunity does meet the sound needs of the City and will provide housing opportunity in an area that does not now contain such opportunity, and the portion of the Project Area which is identified for nonresidential uses is necessary and appropriate to facilitate the proper growth and development standards in accordance with the objectives of the Coeur d’Alene Comprehensive Plan to overcome economic disuse, the need for improved traffic patterns, and the need for the correlation of this area with other areas of the City.

SECTION 4: The Second Amendment is attached hereto as Exhibit 3 and is made a part hereof, and the same is hereby approved. As directed by the City Council, the City Clerk and/or the Agency may make certain technical corrections or revisions in keeping with the information and testimony presented at the November 20, 2018, hearing and incorporate changes or modifications, if any.

SECTION 5: No direct or collateral action challenging the Second Amendment shall be brought prior to the effective date of this Ordinance or after the elapse of thirty (30) days from and after the effective date of this Ordinance adopting the Second Amendment.

SECTION 6: Upon the effective date of this Ordinance, the City Clerk is authorized and directed to transmit to the County Auditor and Tax Assessor of Kootenai County and to the appropriate officials of the City of Coeur d’Alene, Coeur d’Alene School District #271, Kootenai County, Kootenai County Ambulance, Post Falls Highway District, North Idaho Junior College, Kootenai County Hospital and the State Tax Commission a copy of this Ordinance, a copy of the legal description of the boundary of the deannexed area, and a map indicating the boundaries of the parcels to be deannexed from the Existing River District Project Area of the boundaries of the Revenue Allocation Area, a copy of the legal description of the boundary of the area added, and a map indicating the boundaries of the area added.

SECTION 7: The City Council hereby finds and declares that the Revenue Allocation Area as defined in the Second Amendment, the equalized assessed valuation of which the City Council hereby determines is in and is part of the Second Amendment is likely to continue to increase as a result of the initiation and completion of urban renewal projects pursuant to the Second Amendment.

SECTION 8: The City Council hereby approves and adopts the following statement policy relating to the appointment of City Council members as members of the Agency's Board of Commissioners: If any City Council members are appointed to the Board, they are not acting in an ex officio capacity but, rather, as private citizens who, although they are also members of the City Council, are exercising their independent judgment as private citizens when they sit on the Board. Except for the powers to appoint and terminate Board members and to adopt the Second Amendment, the City Council recognizes that it has no power to control the powers or operations of the Agency.

SECTION 9: So long as any Agency bonds, notes or other obligations are outstanding, the City Council will not exercise its power under Idaho Code § 50-2006 to designate itself as the Agency Board.

SECTION 10: So long as any Agency bonds, notes or other obligations are outstanding, the City Council will not modify the Second Amendment in a manner that would result in a reset of the base assessment value to current value in the year modification occurs as further set forth in the Act.

SECTION 11: This Ordinance shall be in full force and effect immediately upon its passage, approval, and publication and shall be retroactive to January 1, 2018, to the extent permitted by the Law and the Act, with the remaining Existing River District Project Area maintaining its base assessment roll as of January 1, 2003.

SECTION 12: The provisions of this Ordinance are severable, and if any provision of this Ordinance or the application of such provision to any person or circumstance is declared invalid for any reason, such declaration shall not affect the validity of remaining portions of this Ordinance.

SECTION 13: The Summary of this Ordinance, a copy of which is attached hereto as Exhibit 4, is hereby approved.

SECTION 14: All ordinances, resolutions, orders or parts thereof in conflict herewith are hereby repealed, rescinded and annulled.

SECTION 15: SAVINGS CLAUSE: This ordinance does not affect an action or proceeding commenced or right accrued before this ordinance takes effect.

PASSED by the City Council of the City of Coeur d'Alene, Idaho, on this 4<sup>th</sup> day of December 2018.

APPROVED by the Mayor of the City of Coeur d'Alene, Idaho, on this 4<sup>th</sup> day of December 2018.

## **EXHIBITS TO THE ORDINANCE**

- Exhibit 1      Coeur d’Alene Planning Commission Findings and Order Validating Conformity of the Second Amendment to the River District Redevelopment Plan Urban Renewal Project with the City of Coeur d’Alene’s Comprehensive Plan
- Exhibit 2      Notice Published in the *Coeur d’Alene Press*
- Exhibit 3      Second Amendment to the River District Redevelopment Plan
- Exhibit 4      Ordinance Summary

## **SUMMARY OF THE SECOND AMENDMENT TO THE RIVER DISTRICT REDEVELOPMENT PLAN**

The Second Amendment (“Second Amendment”) to the River District Redevelopment Plan Urban Renewal Project (“Plan”) was prepared by the Coeur d’Alene Urban Renewal Agency formerly d/b/a Lake City Development Corporation and now d/b/a ignite cda (“Agency”) pursuant to the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended (the “Law”), the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended (the “Act”), and all applicable laws and ordinances and was approved by the Agency. The Second Amendment seeks to deannex three small strips of land from the boundaries of the Existing River District Project Area, as well as the addition of approximately 11 total acres of undeveloped land divided into two separate areas of nine acres and two acres, both areas adjacent and contiguous to the to the Existing River District Project Area. The Second Amendment proposes that the Agency undertake urban renewal projects, including identifying public facilities for funding, pursuant to the Idaho Urban Renewal Law of 1965, chapter 20, title 50, Idaho Code, as amended. The Second Amendment being considered for adoption contains a revenue allocation financing provision pursuant to the Act, that for the area added will cause property taxes resulting from any increase in equalized assessed valuation in excess of the equalized assessed valuation as shown on the base assessment roll as of January 1, 2018, to be allocated to the Agency for urban renewal purposes. The boundary of the additional area includes both urban renewal and revenue allocation areas. The Existing River District Project Area contains a previously adopted revenue allocation financing provision pursuant to the Act that will continue to cause property taxes resulting from any increase in equalized assessed valuation in excess of the equalized assessed valuation as shown on the base assessment roll as of January 2003, to be allocated to the Agency for urban renewal purposes.

The general scope and objectives of the Second Amendment for the area added are:

The Second Amendment proposes improvements to public infrastructure and other publicly owned assets throughout the expansion area, creating the framework for the development of mixed-use, residential, commercial, and retail areas, cultural centers, medical facilities, educational facilities, multi-purpose athletic and performance facilities, other public facilities and improvements, including, but not limited to streets,



streetscapes, water and sewer improvements, environmental remediation/site preparation, parking, community facilities, and pedestrian/bike paths and trails.

Any such land uses as described in the Second Amendment will be in conformance with zoning for the City of Coeur d'Alene and the City of Coeur d'Alene's Comprehensive Plan, as adopted by the City Council, and as may be amended. Land made available will be developed by private enterprises or public agencies as authorized by law. The Second Amendment identifies various public and private improvements which may be made within the Project Area.

The Second Amendment shall deannex the following parcels from the Existing River District Project Area:

- 1) a strip of approximately 2 acres of partially vacated right-of-way owned by the City on the south side of Seltice Way
- 2) a strip of approximately 1.5 acres along the northwestern boundary of the existing River District Project Area adjacent to the Riverstone Development and including a portion of the existing Prairie Trail; and
- 3) a strip of approximately .2 acres along the southwestern boundary of the existing River District Project Area to adjust a boundary along the Riverstone Development;

and more particularly described as follows:

A portion of Government Lots 1, 2, and the Northeast Quarter of Section 10, Township 50 North, Range 4 West, Boise Meridian, described as follows; into

Commencing at the North quarter corner of said Section 10, said corner bears South 89°11'44" East a distance of 2650.43 feet from the Northwest corner of said Section 10; Thence South 03°12'44" West a distance of 151.20 feet, said point being the **TRUE POINT OF BEGINNING.**

Thence South 88° 20' 20" East a distance of 500.92 feet;

Thence South 46° 39' 59" West a distance of 20.94 feet to the southerly right of way of Seltice way said point also being on the existing River District Boundary and herein designated as Point "A";

Thence along said right of way and District Boundary North 89° 30' 26" West a distance of 2221.61 feet;

Thence North 00° 29' 34" East a distance of 49.13 feet;

Thence South 89° 30' 34" East a distance of 1196.30 feet;

Thence South 00° 29' 26" West a distance of 14.69 feet;

Thence South 89° 30' 34" East a distance of 60.00 feet;

Thence South 88° 20' 20" East a distance of 479.70 feet to the **TRUE POINT OF BEGINNING**;

**TOGETHER WITH;**

A portion of the Northeast Quarter of Section 10, Township 50 North, Range 4 West, Boise Meridian, described as follows;

**BEGINNING** at said Point "A".

Thence North 89° 56' 08" East a distance of 145.89 feet;

Thence South 46° 43' 12" West a distance of 244.81 feet to a point on a spiral curve as shown on the plat of Riviera Place as recorded in Book L, Page 194, records of Kootenai County, Idaho;

Thence southwesterly along said spiral to a point, the chord of which bears South 43°01'10" West a distance of 197.82 feet, said point being the beginning of a curve to the left having a radius of 522.86 feet;

Thence southwesterly along said curve through an arc length of 159.87 feet a central angle of 17°31'08", a chord bearing of South 27°00'44" West and a chord distance of 159.25 feet to the beginning of a spiral curve as shown on said plat of Riviera Place;

Thence southwesterly along said spiral to a point, the chord of which bears South 15°29'11" West a distance of 67.99 feet to the southwest corner of Lot 1, Block 1 of said Riviera Place;

Thence North 72°15'30" West a distance of 94.04 feet to the beginning of a curve to the left having a radius of 180.00 feet;

Thence westerly along said curve through an arc length of 5.83 feet, a central angle of 01° 51' 17", a chord bearing of North 73° 11' 09" West and a chord distance of 5.83 feet, to the existing River District Boundary;

Thence along said River District Boundary North 15° 10' 32" East a distance of 71.84 feet to the beginning of a non-tangent curve to the right having a radius of 622.86 feet;

Thence northeasterly along said River District Boundary along said curve through an arc length of 210.00 feet, a central angle of 19° 19' 04", a chord bearing of North 28° 09' 39" East and a chord distance of 209.01 feet;

Thence along said River District Boundary North 43° 43' 05" East a distance of 192.14 feet;

Thence along said River District Boundary North 46° 39' 59" East a distance of 141.19 feet to said Point A said point being the **POINT OF BEGINNING**;

**TOGETHER WITH;**

A portion of Government Lot 3 and the Northeast Quarter of Section 10, Township 50 North, Range 4 West, Boise Meridian, described as follows;

Commencing at the North quarter corner of said Section 10, said corner bears South 89°11'44" East a distance of 2650.43 feet from the Northwest corner of said Section 10; Thence along the west line of said Northeast Quarter, South 03°12'44" West a distance of 1181.56 feet; Thence South 86°47'16" East a distance of 44.40 feet to the existing River District Boundary, said point being the **TRUE POINT OF BEGINNING**.

Thence along said River District Boundary North 32° 15' 52" East a distance of 40.08 feet to the beginning of a non-tangent curve to the right having a radius of 572.50 feet;

Thence southeasterly along said River District Boundary along said curve through an arc length of 161.28 feet, a central angle of 16° 08' 29", a chord bearing of South 30° 48' 01" East and a chord distance of 160.75 feet;

Thence South 22° 43' 47" East a distance of 96.00 feet to the beginning of a curve to the left having a radius of 594.50 feet;

Thence southeasterly along said curve through an arc length of 89.15 feet, a central angle of 08° 35' 30", a chord bearing of South 27° 01' 32" East and a chord distance of 89.06 feet, to the existing River District Boundary;

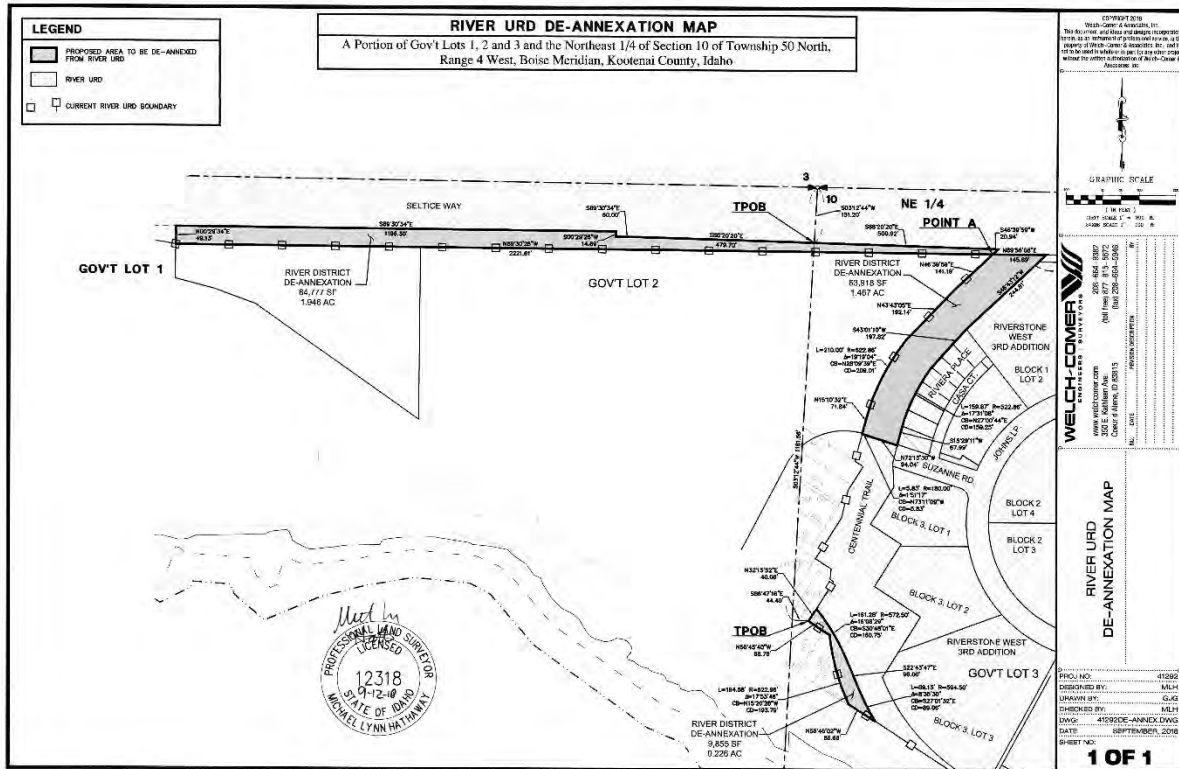
Thence along said River District Boundary North 56° 46' 02" West a distance of 86.66 feet to the beginning of a non-tangent curve to the right having a radius of 622.96 feet;

Thence northerly along said River District Boundary along said curve through an arc length of 194.58 feet, a central angle of 17° 53' 48", a chord bearing of North 15° 20' 28" West and a chord distance of 193.79 feet;

Thence along said River District Boundary North 56° 45' 40" West a distance of 68.76 feet to the **TRUE POINT OF BEGINNING**;

Containing approximately 158,550 square feet or 3.640 acres more or less.

The area to be deannexed from the Existing River District Project Area and Revenue Allocation Area is also depicted in the map below



The area added to the Existing River District Project Area and Revenue Allocation Area herein referred to is described as follows:

An area consisting of approximately 11 acres of undeveloped land as follows:

- 1) approximately 9 acres of undeveloped land contiguous to the existing River District Project Area on the south side of Seltice Way; and
- 2) approximately 2 acres of undeveloped land contiguous to the western boundary of the existing River District Project Area and adjacent to the Riverstone Development.

and more particularly described as follows:

A portion of Government Lot 1 of Section 10, Township 50 North, Range 4 West, Boise Meridian, described as follows;

Commencing at the North quarter corner of said Section 10, said corner bears South  $89^{\circ}11'44''$  East a distance of 2650.43 feet from the Northwest corner of said Section 10; Thence along the North line of said section, North  $89^{\circ}11'44''$  West a distance of 2324.70 feet; Thence South  $00^{\circ}48'16''$  West a distance of 173.10 feet to the southerly right of way of Seltice Way, said point on the south line of the existing River District Boundary being the **TRUE POINT OF BEGINNING**.

Thence along said south line South 89° 32' 37" East a distance of 427.41 feet to the beginning of a curve to the right having a radius of 776.54 feet;

Thence easterly along said south line, along said curve through an arc length of 156.17 feet, a central angle of 11° 31' 22", a chord bearing of South 83° 46' 56" East and a chord distance of 155.91 feet;

Thence South 00° 29' 34" West a distance of 92.77 feet;

Thence South 75° 15' 01" East a distance of 110.00 feet;

Thence South 70° 03' 03" East a distance of 120.00 feet;

Thence South 54° 46' 02" East a distance of 172.71 feet;

Thence South 00° 20' 45" East a distance of 213.53 feet;

Thence South 89° 39' 15" West a distance of 173.87 feet to the beginning of a curve to the right having a radius of 2029.50 feet;

Thence northwesterly along said curve through an arc length of 370.44 feet, a central angle of 10° 27' 29", a chord bearing of North 85° 07' 00" West and a chord distance of 369.93 feet to the beginning of a non-tangent compound curve to the right having a radius of 90.00 feet;

Thence northwesterly along said curve through an arc length of 58.07 feet, a central angle of 36° 58' 17", a chord bearing of North 61° 24' 07" West and a chord distance of 57.07 feet;

Thence South 53° 47' 47" West a distance of 282.44 feet to the beginning of a non-tangent curve to the right having a radius of 237.00 feet;

Thence northwesterly along said curve through an arc length of 146.98 feet, a central angle of 35° 32' 01", a chord bearing of North 23° 42' 43" West and a chord distance of 144.64 feet;

Thence North 05° 56' 42" West a distance of 237.54 feet;

Thence North 08° 06' 52" West a distance of 66.05 feet;

Thence North 10° 11' 02" West a distance of 172.89 feet to the **TRUE POINT OF BEGINNING**;

**TOGETHER WITH;**

A portion of Government Lot 2 and the Northeast quarter of Section 10, Township 50 North, Range 4 West, Boise Meridian, described as follows;

Commencing at the North quarter corner of said Section 10, said corner bears South 89°11'44" East a distance of 2650.43 feet from the Northwest corner of said Section 10; Thence along said quarter section line South 03°12'44" West a distance of 704.36 feet to the beginning of a non-tangent curve to the right having a radius of 180.00 feet, said point being the **TRUE POINT OF BEGINNING**.

Thence northeasterly along said curve through an arc length of 173.71 feet, a central angle of 55° 17' 37", a chord bearing of North 78° 14' 24" East and a chord distance of 167.05 feet to the West line of the Existing River District Boundary;

Thence along said west line the following twelve courses;

- 1) South 15° 10' 32" West 36.61 feet;
- 2) South 13° 30' 45" West 42.25 feet;
- 3) South 56° 45' 40" East 26.10 feet;
- 4) South 32° 15' 52" West 76.43 feet;
- 5) South 13° 27' 19" West 77.54 feet;
- 6) South 32° 15' 52" West 108.41 feet;
- 7) South 56° 53' 00" East 25.00 feet;
- 8) South 32° 15' 52" West 23.76 feet;
- 9) South 56° 45' 40" East 26.39 feet;
- 10) South 07° 12' 38" West 27.82 feet;
- 11) South 56° 45' 40" East 11.83 feet;
- 12) South 32° 15' 52" West 87.94 feet to the beginning of a non-tangent curve to the left having a radius of 572.50 feet;

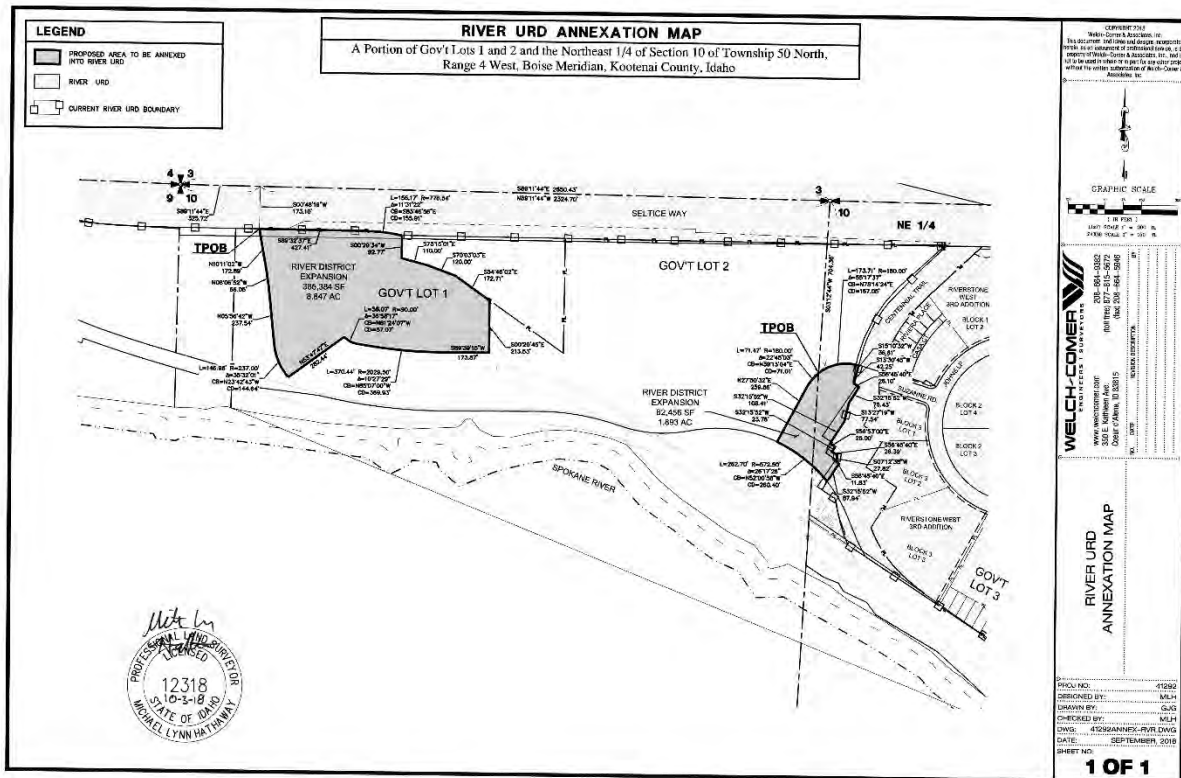
Thence northwesterly along said curve through an arc length of 262.70 feet, a central angle of 26° 17' 26", a chord bearing of North 52° 00' 58" West and a chord distance of 260.40 feet;

Thence North 27° 50' 32" East a distance of 259.86 feet to the beginning of a curve to the right having a radius of 180.00 feet;

Thence northeasterly along said curve through an arc length of 71.47 feet, a central angle of 22° 45' 04", a chord bearing of North 39° 13' 04" East and a chord distance of 71.01 feet to the **TRUE POINT OF BEGINNING**.

Containing 467,837 square feet or 10.740 acres more or less.

The area added to the Existing River District Project Area and Revenue Allocation Area is also depicted in the map below.



Section 100 is amended to update references to the Plan Attachments, the procedural history and the history of the area added by the Second Amendment. Section 105 is added to address Agency acquisition of open land.

Section 200 is amended to update references to the Project Area maps and legal descriptions.

Sections 300 is amended to update the proposed redevelopment actions and property acquisition.

Section 402 updates the type of land uses in the Project Area.

The Second Amendment also contains a significant update to the revenue allocation financing provisions in Section 500. Among other sources, the Second Amendment will utilize revenue allocation financing, authorized by the Act.

Increases in assessed valuation of real and personal property in the area added by the Second Amendment that occur after January 1, 2018, will generate revenue for the Agency to pay project costs. The assessed valuation of real and personal property on the base assessment roll is still available for use by the other taxing districts, Kootenai County, City of Coeur d'Alene, Coeur d'Alene School District No. 271, Kootenai County Ambulance, Post Falls Highway District, North Idaho Junior College and Kootenai County Hospital to finance their operations. The Second Amendment authorizes the Agency to sell revenue bonds to finance project costs and to use annual revenue allocations to pay the debt service.

Section 505 is added to address the use of revenue allocation funds for membership dues and the support of community economic development.

Attachment 5 is supplemented to include updated 2018 projections through the duration of the Plan and Attachment 5B describes in detail the cost and financing methods for complete repayment of the debt incurred used to finance projects and to also fund the additional described activities for the area added by the Second Amendment.

The Second Amendment follows the underlying zoning classifications of the city of Coeur d'Alene.

Section 600 adds additional cooperative activities by the Agency with the City related to the transfer of real property.

The Second Amendment does not extend the duration of the Existing River District Redevelopment Plan, which will terminate on December 31, 2027, except for any revenue allocation proceeds received in calendar year 2028, as contemplated by Idaho Code § 50-2905(7). The termination process is described in Section 800 of the Second Amendment.

Section 1100 is updated to reflect the Agency's updated reporting requirements.

#### **ATTACHMENTS TO THE SECOND AMENDMENT**

Attachment 1A	Legal Descriptions of the Boundaries of the Deannexed Areas
Attachment 1B	Legal Descriptions of the Boundaries of the Additional Areas
Attachment 2A	Boundary Map of the Deannexed Areas
Attachment 2B	Boundary Map of the Additional Areas
Attachment 3	Properties Which May be Acquired by the Agency
Attachment 5	2018 Supplement to the Economic Feasibility Study
Attachment 5B	Second Supplement to the Economic Feasibility Study for the River District Urban Renewal Area for the Area Added by the Second Amendment

The full text of the Ordinance \_\_\_\_\_ is available at the offices of the City Clerk, City Hall, 710 E. Mullen Avenue, Coeur d'Alene, Idaho, 83814.

This summary is approved by the Coeur d'Alene City Council at its meeting of December 4, 2018.

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Renata McLeod, City Clerk



I, Randall R. Adams, Chief Civil Deputy City Attorney for the City of Coeur d'Alene, Idaho, hereby declare and certify that, in my capacity as Chief Civil Deputy City Attorney of the City of Coeur d'Alene, pursuant to Idaho Code Section 50-901A(3) of the Idaho Code as amended, I have reviewed a copy of the above Summary of Ordinance, have found the same to be true and complete, and said Summary of Ordinance provides adequate notice to the public of the contents, including the exhibits, of Ordinance No. \_\_\_\_\_.

DATED this 4<sup>th</sup> day of December 2018.

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Randall R. Adams, Chief Civil Deputy City Attorney

ORDINANCE NO. \_\_\_\_  
COUNCIL BILL NO. 18-1028

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO, APPROVING THE SECOND AMENDMENT TO THE SECOND AMENDED AND RESTATED MIDTOWN-NORTHWEST BOULEVARD DOWNTOWN URBAN RENEWAL PLAN NOW REFERRED TO AS THE LAKE DISTRICT URBAN RENEWAL PROJECT PLAN, WHICH SECOND AMENDMENT SEEKS TO ADD PARCELS TO THE EXISTING LAKE DISTRICT PROJECT AREA; WHICH SECOND AMENDMENT INCLUDES REVENUE ALLOCATION FINANCING PROVISIONS; AUTHORIZING THE CITY CLERK TO TRANSMIT A COPY OF THIS ORDINANCE AND OTHER REQUIRED INFORMATION TO COUNTY AND STATE OFFICIALS AND OTHER TAXING ENTITIES; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY; APPROVING THE SUMMARY OF THE ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on or about August 5, 1997, by Resolution No. 97-151, the City Council (the "City Council") and Mayor of the city of Coeur d'Alene, Idaho (the "City") created an urban renewal agency, the Coeur d'Alene Urban Renewal Agency (formerly d/b/a Lake City Development Corporation and now d/b/a ignite cda, the "Agency"), authorizing it to transact business and exercise the powers granted by the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended (the "Law"), and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended (the "Act"), upon making the findings of necessity required for creating said Agency;

WHEREAS, following notice duly published and a public hearing, the City Council adopted its Ordinance No. 2842 on December 16, 1997, approving the Coeur d'Alene Urban Renewal Plan for Midtown, Northwest Boulevard, and Downtown Urban Renewal Project (the "Lake District Urban Renewal Plan"), and making certain findings;

WHEREAS, following notice duly published and a public hearing, the City Council adopted its Ordinance No. 3154 on November 18, 2003, approving the Lake District Amended and Restated Urban Renewal Plan, and making certain findings, which, in part, extended the termination date from 2012 to 2021;

WHEREAS, following notice duly published and a public hearing, the City Council adopted its Ordinance No. 3155 on November 18, 2003, approving the River District Redevelopment Plan, and making certain findings;

WHEREAS, following notice duly published and a public hearing, the City Council adopted its Ordinance No. 3337 on August 19, 2008, approving the Lake District Second Amended and Restated Urban Renewal Plan, and making certain findings;

WHEREAS, following notice duly published and a public hearing, the City Council adopted its Ordinance No. 3542 on July 13, 2016, approving the First Amendment to the Lake District Second Amended and Restated Urban Renewal Plan for the purpose of deannexing

certain parcels from the existing revenue allocation area (collectively, the “Lake District Urban Renewal Plan, and the amendments thereto, are referred to as the “Existing Lake District Plan”);

WHEREAS, following notice duly published and a public hearing, the City Council adopted its Ordinance No. 3543 on July 13, 2016, approving the First Amendment to the River District Redevelopment Plan for the purpose of deannexing certain parcels from the existing revenue allocation area (collectively, the “River District Redevelopment Plan, and the amendments thereto, are referred to as the “Existing River District Plan”);

WHEREAS, the above referenced Existing Lake District Plan and Existing River District Plan and their project areas are collectively referred to as the Existing Project Areas, and individually referred to as the Existing Lake District Project Area and the Existing River District Project Area;

WHEREAS, pursuant to Idaho Code § 50-2008, an urban renewal project may not be planned or initiated unless the local governing body has, by resolution, determined such area to be a deteriorated area or deteriorating area, or combination thereof, and designated such area as appropriate for an urban renewal project;

WHEREAS, an urban renewal plan shall (a) conform to the general plan for the municipality as a whole, except as provided in § 50-2008(g), Idaho Code; and (b) shall be sufficiently complete to indicate such land acquisition, demolition and removal of structures, redevelopment, improvements, and rehabilitation as may be proposed to be carried out in the urban renewal area, zoning and planning changes, if any, land uses, maximum densities, building requirements, and any method or methods of financing such plan, which methods may include revenue allocation financing provisions;

WHEREAS, Idaho Code § 50-2906, also requires that in order to adopt an urban renewal plan containing a revenue allocation financing provision, the local governing body must make a finding or determination that the area included in such plan is a deteriorated area or deteriorating area;

WHEREAS, based on inquiries and information presented, the City and Agency commenced certain discussions concerning examination of an area as appropriate for an urban renewal project;

WHEREAS, the Atlas Mill Site, also known as the Stimson Mill Site, located adjacent to the Spokane River and previously used for lumber mill operations for more than 100 years, was originally examined for eligibility by Harlan Mann in April 2003 as part of a larger area. A portion of the area studied ultimately was included within the boundaries of the River District Project Area;

WHEREAS, in 2014, the Agency authorized Panhandle Area Council, Inc. (“PAC”), to commence an eligibility study and preparation of an eligibility report for the area referred to as the Atlas Mill Site and surrounding properties;

WHEREAS, the Agency obtained the Atlas Mill Site Urban Renewal Eligibility Report in March 2014 (the “2014 Report”), which examined an area known as the Atlas Mill Site Urban Renewal Project Area for the purpose of determining whether such area was a deteriorating area and/or a deteriorated area as defined by Idaho Code Sections 50-2018(9) and 50-2903(8);

WHEREAS, the 2014 Report was submitted to the Agency and adopted on March 19, 2014 by Resolution No. 14-01;

WHEREAS, after the Agency action in March 2014, no further activity took place;

WHEREAS, based on additional inquiries and information presented, the Agency authorized PAC to commence an eligibility study and preparation of an eligibility report for the area still referred to as the Atlas Mill Site, but including areas not previously studied (the “Revised Atlas Mill Site”);

WHEREAS, the Agency obtained the Atlas Mill Site Urban Renewal Eligibility Report (the “2017 Report”), which examined the Revised Atlas Mill Site for the purpose of determining whether such area was a deteriorating area and/or a deteriorated area as defined by Idaho Code Sections 50-2018(9) and 50-2903(8);

WHEREAS, pursuant to Idaho Code §§ 50-2018(9) and 50-2903(8), which define a deteriorating area and a deteriorated area, many of the conditions necessary to be present in such an area are found in the Revised Atlas Mill Site, *i.e.*,

- a. faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
- b. unsanitary or unsafe conditions;
- c. existence of conditions which endanger life or property by fire and other causes;  
and
- d. any combination of such factors.

WHEREAS, the Revised Atlas Mill Site has a substantial portion of open land;

WHEREAS, under the Act a deteriorated area includes any area which consists of open land which, because of obsolete platting, diversity of ownership, deterioration of structures or improvements, or otherwise, results in economic underdevelopment of the area or substantially impairs or arrests the sound growth of a municipality;

WHEREAS, Idaho Code §§ 50-2018(9), 50-2903(8) and 50-2008(d) list the additional conditions applicable to open land areas, which are the same or similar to the conditions set forth above;

WHEREAS, such additional conditions regarding open land areas are present and are found in the Revised Atlas Mill Site;

WHEREAS, the effects of the listed conditions cited in the 2017 Report result in economic underdevelopment of the area, substantially impairs or arrests the sound growth of a

municipality, constitutes an economic or social liability, and is a menace to the public health, safety, morals, or welfare in its present condition or use;

WHEREAS, under the Law and Act, Idaho Code §§ 50-2018(9) and 50-2903(8)(f), the definition of a deteriorated area or a deteriorating area shall not apply to any agricultural operation as defined in Idaho Code § 22-4502(1) absent the consent of the owner of the agricultural operation except for an agricultural operation that has not been used for three (3) consecutive years;

WHEREAS, the Revised Atlas Mill Site did not include any parcels subject to such consent;

WHEREAS, the Agency Board, on May 10, 2017, adopted Resolution No. 17-04 accepting the 2017 Report and authorized the Agency Chair or Executive Director to transmit the 2017 Report to the City Council requesting its consideration for designation of an urban renewal area and requesting the City Council to direct the Agency to prepare an urban renewal plan or plan amendments for the Revised Atlas Mill Site, which plan or plan amendments may include a revenue allocation area as allowed by the Act;

WHEREAS, the City Council, by Resolution No. 17-036, dated May 16, 2017, declared the Revised Atlas Mill Site described in the 2017 Report to be a deteriorated area or deteriorating area as defined by Chapters 20 and 29, Title 50, Idaho Code, as amended, that such area is appropriate for an urban renewal project and directed the Agency to commence preparation of an urban renewal plan or plan amendment for the area designated;

WHEREAS, through an open and public process, representatives from the City, Agency and other stakeholder groups determined the portion of the Revised Atlas Mill Site owned by the City would be developed more effectively and efficiently by dividing the area and establishing a new urban renewal project referred to as the Urban Renewal Plan for the Atlas Urban Renewal Project (“Atlas Plan”), and to amend the Existing River District Plan to add and remove geographic area pursuant to Idaho Code § 50-2033 and to amend the Existing Lake District Plan to add geographic area pursuant to Idaho Code § 50-2033;

WHEREAS, the Agency has embarked on amending the Existing Lake District Plan to redevelop an area that is currently in the City pursuant to the Law and the Act, as amended;

WHEREAS, the Agency has prepared the Second Amendment to the Second Amended and Restated Lake District Urban Renewal Project Plan (the “Second Amendment”), as set forth in Exhibit 3 attached hereto, identifying the area to be added to the Existing Lake District Project Area;

WHEREAS, the Second Amendment proposes to add approximately twenty-three (23) acres of open land along the Spokane River and adjacent and contiguous to the Existing Lake District Project Area previously designated as eligible for urban renewal planning;

WHEREAS, simultaneous with the creation of the Second Amendment, the Agency has prepared a plan amendment for the Existing River District Project Area, the Second Amendment

to the River District Redevelopment Plan for the purpose of adding area to the existing revenue allocation area, as well as deannexing certain area from the existing revenue allocation area, and the proposed Atlas Plan;

WHEREAS, the proposed Atlas Plan creating the Atlas District Project Area will include two (2) of the areas deannexed from the Existing River District Project Area and the Second Amendment to the Lake District Plan will include one (1) of the deannexed areas;

WHEREAS, the Second Amendment amends the Existing Lake District Plan, which contains provisions of revenue allocation financing as allowed by the Act;

WHEREAS, the Second Amendment updates certain provisions and financial information from the Existing Lake District Plan, as amended, including to address changes in the Law and Act, to provide a projection concerning remaining and additional improvements, projected expenses, and anticipated revenues through Plan termination;

WHEREAS, the Agency has prepared the Second Amendment for the additional area previously designated as eligible for urban renewal planning;

WHEREAS, the Act authorizes the Agency to adopt revenue allocation financing provisions as part of an urban renewal plan;

WHEREAS, the Second Amendment contains revenue allocation financing provisions as allowed by the Act;

WHEREAS, in order to implement the provisions of the Act, the Agency has prepared and adopted the Second Amendment and submitted the Second Amendment and recommendation for approval thereof to the City;

WHEREAS, the Agency Board considered all comment and information submitted to the Agency during several Board meetings and at the Board meeting held on September 27, 2018;

WHEREAS, on September 27, 2018, the Agency Board passed Resolution No. 18-06 proposing and recommending approval of the Second Amendment;

WHEREAS, the Agency submitted the Second Amendment to the Mayor and City Council;

WHEREAS, the Mayor and City Clerk have taken the necessary action to process the Second Amendment;

WHEREAS, pursuant to the Law, at a meeting held November 13, 2018, the Coeur d'Alene Planning and Zoning Commission considered the Second Amendment and found that the Second Amendment is in all respects in conformity with the Comprehensive Plan and forwarded its findings to the City Council. A copy of the Finding is attached hereto as Exhibit 1;

WHEREAS, notice of the public hearing of the Second Amendment was caused to be published in the *Coeur d'Alene Press* on October 19 and November 2, 2018, a copy of said notice being attached hereto as Exhibit 2;

WHEREAS, as of October 19, 2018, the Second Amendment was submitted to the affected taxing entities, available to the public, and under consideration by the City Council;

WHEREAS, the City Council during its regular meeting of November 20, 2018, held such public hearing;

WHEREAS, Idaho Code § 50-2018(18) states that an urban renewal agency cannot exercise jurisdiction over any area outside the city limits without the approval, in this instance, of Kootenai County, Idaho, declaring the need for an urban renewal plan for the proposed area;

WHEREAS, in 2018, the City purchased the portions of the Revised Atlas Mill Site lying outside the City limits, which property was formally annexed into the City as of October 20, 2018;

WHEREAS, though portions of the Revised Atlas Mill Site were outside the City limits at the time the Agency Board adopted the Second Amendment, because the property was acquired by the City and was formally annexed into the City as of October 20, 2018, no formal resolution from Kootenai County, Idaho, was necessary;

WHEREAS, as required by Idaho Code §§ 50-2905 and 50-2906, the Second Amendment contains the following information with specificity which was made available to the general public and all taxing districts prior to the public hearing on November 20, 2018, the regular meeting of the City Council, at least thirty (30) days but no more than sixty (60) days prior to the date set for final reading of the ordinance: (1) a statement describing the total assessed valuation of the base assessment roll of the revenue allocation area and the total assessed valuation of all taxable property within the municipality; (2) a statement listing the kind, number, and location of all proposed public works or improvements within the revenue allocation area; (3) an economic feasibility study; (4) a detailed list of estimated project costs; (5) a fiscal impact statement showing the impact of the revenue allocation area, both until and after the bonds are repaid, upon all taxing districts levying taxes upon property in the revenue allocation area; and (6) a description of the methods of financing all estimated project costs and the time when related costs or monetary obligations are to be incurred; (7) a termination date for the plan and the revenue allocation area as provided for in Idaho Code § 50-2903(20); and (8) a description of the disposition or retention of any assets of the agency upon the termination date;

WHEREAS, the Second Amendment authorizes certain projects to be financed by revenue allocation bonds or loans and proceeds from revenue allocation;

WHEREAS, appropriate notice of the Second Amendment and revenue allocation provision contained therein has been given to the taxing districts and to the public as required by Idaho Code Sections 50-2008 and 50-2906;

WHEREAS, it is necessary and in the best interests of the citizens of the City to recommend approval of the Second Amendment and to adopt, as part of the Second Amendment, revenue allocation financing provisions that will help finance urban renewal projects to be completed in accordance with the Second Amendment in order to (1) encourage private development in the urban renewal area; (2) to prevent and arrest decay of the area added by the Second Amendment due to the inability of existing financing methods to provide needed public improvements; (3) to encourage taxing districts to cooperate in the allocation of future tax revenues arising in the area added by the Second Amendment in order to facilitate the long-term growth of their common tax base; (4) to encourage the long-term growth of their common tax base; (5) to encourage private investment within the City and (6) to further the public purposes of the Agency;

WHEREAS, the City Council finds that the equalized assessed valuation of the taxable property in the revenue allocation area described in Attachments 1A and 2A of the Second Amendment is likely to increase as a result of initiation of urban renewal projects in accordance with the Second Amendment;

WHEREAS, under the Law and Act, any such plan should provide for (1) a feasible method for the location of families who will be displaced from the urban renewal area in decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families; (2) the urban renewal plan should conform to the general plan of the municipality as a whole; (3) the urban renewal plan should give due consideration to the provision of adequate park and recreational areas and facilities that may be desirable for neighborhood improvement, with special consideration for the health, safety and welfare of the children residing in the general vicinity of the site covered by the plan; and (4) the urban renewal plan should afford maximum opportunity, consistent with the sound needs of the municipality as a whole, for the rehabilitation or redevelopment of the urban renewal area by private enterprise;

WHEREAS, if the urban renewal area consists of an area of open land to be acquired by the urban renewal agency, such area shall not be so acquired unless (1) if it is to be developed for residential uses, the local governing body shall determine that a shortage of housing of sound standards and design which is decent, safe and sanitary exists in the municipality; that the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas; that the conditions of blight in the area and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime and constitute a menace to the public health, safety, morals, or welfare; and that the acquisition of the area for residential uses is an integral part of and essential to the program of the municipality, or (2) if it is to be developed for nonresidential uses, the local governing body shall determine that such nonresidential uses are necessary and appropriate to facilitate the proper growth and development of the community in accordance with sound planning standards and local community objectives, which acquisition may require the exercise of governmental action, as provided in this act, because of defective or unusual conditions of title, diversity of ownership, tax delinquency, improper subdivisions, outmoded street patterns, deterioration of site, economic disuse, unsuitable topography or faulty lot layouts, the need for the correlation of the area with other areas of a municipality by streets and modern traffic requirements, or any combination of such factors or other conditions which retard development of the area;



WHEREAS, the base assessment roll of the area added by the Second Amendment, the area added by the Second Amendment to the Existing River District Project Area, the proposed Atlas District Project Area, together with the base assessment roll values of the Existing Project Areas, cannot exceed ten percent (10%) of the current assessed values of all the taxable property in the City;

WHEREAS, the area to be added by the Second Amendment cannot exceed ten percent (10%) of the area within the Existing Lake District Project Area, and the area to be added is contiguous to the Existing Lake District Project Area;

WHEREAS, it is necessary, and in the best interests of the citizens of the City to adopt the Second Amendment;

WHEREAS, the Second Amendment amends a pre-July 1, 2016, urban renewal plan containing a revenue allocation financing provision, and therefore, pursuant to Idaho Code Section 50-2903(4), there is no reset of the base assessment roll to the current values for the remaining Existing Lake District Project Area; and

WHEREAS, the City Council at its regular meeting held on November 20, 2018, considered the Second Amendment as proposed and made certain comprehensive findings.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF COEUR D'ALENE:

Section 1. The above statements are true and correct.

- (a) The Project Area, as defined in the Second Amendment, is a deteriorated or a deteriorating area, as defined in the Law and the Act, and qualifies as an eligible urban renewal area under the Law and Act.
- (b) The rehabilitation, conservation, development and redevelopment of the urban renewal area pursuant to the Second Amendment are necessary in the interests of public health, safety, and welfare of the residents of the City.
- (c) There continues to be a need for the Agency to function in the City.
- (d) The Second Amendment conforms to the Comprehensive Plan of the City of Coeur d'Alene, as amended.
- (e) The Second Amendment gives due consideration to the provision of adequate park and recreation areas and facilities that may be desirable for neighborhood improvement (recognizing the need for overall public improvements, and the proposed public open space), and shows consideration for the health, safety, and welfare of any residents or businesses in the general vicinity of the urban renewal area covered by the Second Amendment.

- (f) The Second Amendment affords maximum opportunity consistent with the sound needs of the City as a whole for the rehabilitation, development and redevelopment of the urban renewal area by private enterprises.
- (g) Pursuant to Idaho Code §§ 50-2007(h) and 50-2008(d)(1), the Second Amendment provides a feasible method for relocation obligations of any displaced families residing within the Project Area and there is not anticipated to be any activity by the Agency that would result in relocation.
- (h) The collective base assessment rolls of the Atlas District Project Area, the area added by the Second Amendment, the area added by the Second Amendment to the Existing River District Project Area, together with the collective base assessment roll values of the Existing Project Areas, do not exceed ten percent (10%) of the assessed values of all the taxable property in the City.
- (i) The area to be added by the Second Amendment does not exceed ten percent (10%) of the geographical area contained within the Existing Lake District Project Area and the area to be added is contiguous to the Existing Lake District Project Area.
- (j) The Second Amendment includes the requirements set out in Idaho Code § 50-2905 with specificity.
- (k) The Second Amendment is sufficiently complete to indicate such land acquisition, demolition and removal of structures, redevelopment, improvements, and rehabilitation as may be proposed to be carried out in the urban renewal area, zoning and planning changes, if any, land uses, maximum densities, building requirements, and any method or methods of financing such plan, which methods may include revenue allocation financing provisions.
- (l) The urban renewal area, which includes the deteriorating area, as defined in Idaho Code §§ 50-2018(9) and 50-2903(8)(f), does not include any agricultural operation for which the Agency has not received a written consent, or has not been used for agricultural purposes for three (3) consecutive years.
- (m) The portion of the Project Area which is identified for non-residential uses is necessary and appropriate to facilitate the proper growth and development standards in accordance with the objectives of the Comprehensive Plan to overcome economic disuse, the need for improved traffic patterns, and the need for the correlation of this area with other areas of the City.

SECTION 2: The City Council finds that the Project Area has a substantial portion of open land, that the Agency may acquire any open land within the Project Area, and that the Project Area is planned to be redeveloped in a manner that will include nonresidential uses, primarily public open space. The City Council finds that portions of the Project Area are deemed “open land,” and that the criteria set forth in the Law and Act have been met.

SECTION 3: The City Council finds that the portion of the Project Area which is identified for nonresidential uses is necessary and appropriate to facilitate the proper growth and development standards in accordance with the objectives of the Coeur d'Alene Comprehensive Plan to overcome economic disuse, the need for improved traffic patterns, and the need for the correlation of this area with other areas of the City.

SECTION 4: The Second Amendment is attached hereto as Exhibit 3 and is made a part hereof, and the same is hereby approved. As directed by the City Council, the City Clerk and/or the Agency may make certain technical corrections or revisions in keeping with the information and testimony presented at the November 20, 2018, hearing and incorporate changes or modifications, if any.

SECTION 5: No direct or collateral action challenging the Second Amendment shall be brought prior to the effective date of this Ordinance or after the elapse of thirty (30) days from and after the effective date of this Ordinance adopting the Second Amendment.

SECTION 6: Upon the effective date of this Ordinance, the City Clerk is authorized and directed to transmit to the County Auditor and Tax Assessor of Kootenai County and to the appropriate officials of the City of Coeur d'Alene, Coeur d'Alene School District #271, Kootenai County, Kootenai County Ambulance, Post Falls Highway District, East Side Highway District, Worley Highway District, North Idaho Junior College, Kootenai County Hospital and the State Tax Commission a copy of this Ordinance, a copy of the legal description of the boundary of the area added, and a map indicating the boundaries of the area added.

SECTION 7: The City Council hereby finds and declares that the Revenue Allocation Area as defined in the Second Amendment, the equalized assessed valuation of which the City Council hereby determines is in and is part of the Second Amendment is likely to continue to increase as a result of the initiation and completion of urban renewal projects pursuant to the Second Amendment.

SECTION 8: The City Council hereby approves and adopts the following statement policy relating to the appointment of City Council members as members of the Agency's Board of Commissioners: If any City Council members are appointed to the Board, they are not acting in an ex officio capacity but, rather, as private citizens who, although they are also members of the City Council, are exercising their independent judgment as private citizens when they sit on the Board. Except for the powers to appoint and terminate Board members and to adopt the Second Amendment, the City Council recognizes that it has no power to control the powers or operations of the Agency.

SECTION 9: So long as any Agency bonds, notes or other obligations are outstanding, the City Council will not exercise its power under Idaho Code § 50-2006 to designate itself as the Agency Board.

SECTION 10: So long as any Agency bonds, notes or other obligations are outstanding, the City Council will not modify the Second Amendment in a manner that would result in a reset

of the base assessment value to current value in the year modification occurs as further set forth in the Act.

SECTION 11: This Ordinance shall be in full force and effect immediately upon its passage, approval, and publication and shall be retroactive to January 1, 2018, to the extent permitted by the Law and the Act, with the remaining Existing Lake District Project Area containing a previously adopted revenue allocation financing provision pursuant to the Act that will continue to cause property taxes resulting from any increase in equalized assessed valuation in excess of the equalized assessed valuation as shown on the base assessment roll as of January 1997 for the original 1997 Project Area, and January 2008 for the additional area added in the 2008 Project Area, to be allocated to the Agency for urban renewal purposes.

SECTION 12: The provisions of this Ordinance are severable, and if any provision of this Ordinance or the application of such provision to any person or circumstance is declared invalid for any reason, such declaration shall not affect the validity of remaining portions of this Ordinance.

SECTION 13: The Summary of this Ordinance, a copy of which is attached hereto as Exhibit 4, is hereby approved.

SECTION 14: All ordinances, resolutions, orders or parts thereof in conflict herewith are hereby repealed, rescinded and annulled.

SECTION 15: SAVINGS CLAUSE: This ordinance does not affect an action or proceeding commenced or right accrued before this ordinance takes effect.

APPROVED, ADOPTED and SIGNED this 4<sup>th</sup> day of December 2018.

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Steve Widmyer, Mayor

ATTEST:

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Renata McLeod, City Clerk

Exhibit 1

RECOMMENDATION FINDING THE SECOND AMENDMENT  
IN CONFORMITY WITH COMPREHENSIVE PLAN

## COEUR D'ALENE PLANNING COMMISSION

### FINDINGS AND ORDER

#### SECOND AMENDMENT TO THE SECOND AMENDED AND RESTATED MIDTOWN-NORTHWEST BOULEVARD DOWNTOWN URBAN RENEWAL PLAN, NOW REFERRED TO AS THE LAKE DISTRICT URBAN RENEWAL PROJECT PLAN

##### A. INTRODUCTION

This matter came before the Planning Commission on November 13, 2018 on a request for review of the Second Amendment to the Second Amended and Restated Midtown-Northwest Boulevard Downtown Urban Renewal Plan, now referred to as the Lake District Urban Renewal Project Plan, of the Coeur d'Alene Urban Renewal Agency, doing business as ignite cda, and the City of Coeur d'Alene. The Planning Commission has reviewed the request for conformity with the City of Coeur d'Alene's Comprehensive Plan and now forwards to the City Council its recommendations.

**APPLICANTS: CITY AND IGNITE CDA**

##### B. FINDINGS: JUSTIFICATION FOR THE DECISION/CRITERIA, STANDARDS AND FACTS RELIED UPON

The Planning Commission met to consider whether the Plan conforms with the Comprehensive Plan for the City as required by Idaho Code Sections 50-2008(b) and (e); and

The Planning Commission has reviewed said Plan in light of the Comprehensive Plan; and

The Planning Commission has determined that the Plan, now referred to as the Lake District Urban Renewal Project Plan is in all respects in conformity with the Comprehensive Plan.

In considering this request, the following Comprehensive Plan goals and objectives should be considered:

##### **Goal #1: Natural Environment**

Our Comprehensive Plan supports policies that preserve the beauty of our natural environment and enhance the beauty of Coeur d'Alene.

##### **Objective 1.03 Waterfront Development:**

Encourage public and private development to incorporate and provide ample public access, both physical and visual, to the lakes and rivers.

##### **Objective 1.04 Waterfront Development:**

Provide strict protective requirements for all public and private waterfront developments.

##### **Objective 1.05 Vistas:**

Protect the key vistas and view corridors of the hillside and water fronts that make Coeur d'Alene unique.

##### **Objective 1.11 Community Design:**

Employ current design standards for development that pay close attention to context, sustainability, urban design, and pedestrian access and usability throughout the city.

**Objective 1.16 Connectivity:**

Promote bicycle and pedestrian connectivity and access between neighborhoods, open spaces, parks, and trails systems.

**Goal #2: Economic Environment**

Our Comprehensive Plan preserves the city's quality workplaces and policies, and promotes opportunities for economic growth.

**Objective 2.05 Pedestrian & Bicycle Environment:**

Plan for multiple choices to live, work, and recreate within comfortable walking/biking distances.

**Objective 2.06 Cooperative Partnerships:**

Encourage public/private partnerships to procure open space for the community while enhancing business opportunities.

**Goal #3: Home Environment**

Our Comprehensive Plan preserves the qualities that make Coeur d'Alene a great place to live.

**Objective 3.02 Managed Growth:**

Coordinate planning efforts with our neighboring cities and Kootenai County, emphasizing connectivity and open spaces.

**Objective 3.18 Transportation:**

Provide accessible, safe and efficient traffic circulation for motorized, bicycle and pedestrian modes of transportation, requesting input from authoritative districts and neighboring communities when applicable.

**Goal #4: Administrative Environment**

Our Comprehensive Plan advocates efficiency and quality management.

**Objective 4.01 City Services:**

Make decisions based on the needs and desires of the citizenry.

**Objective 4.03 Project Financing:**

Manage in-house finances (and appropriate outside funding, when necessary).

**C. ORDER: CONCLUSION AND DECISION**

The Planning Commission, pursuant to the foregoing Findings concludes that the Second Amended and Restated Midtown-Northwest Boulevard Downtown Urban Renewal Plan, now referred to as the Lake District Urban Renewal Project Plan **is** in conformity with the Comprehensive Plan and therefore forwards this recommendation to the City Council.

Motion by Ward, seconded by Mandel, to adopt the foregoing Findings and Order.

ROLL CALL:

Commissioner Fleming	Voted Yes
Commissioner Ingalls	Voted Yes
Commissioner Luttrupp	Voted Yes
Commissioner Mandel	Voted Yes
Commissioner Rumpler	Voted Yes
Commissioner Ward	Voted Yes

Motion to approve carried by a 6 to 0 vote.


  
CHAIRMAN TOM MESSINA



Exhibit 2

NOTICE PUBLISHED IN COEUR D'ALENE PRESS

**AFFIDAVIT OF PUBLICATION**

STATE OF IDAHO )

) ss.

County of Kootenai )

Ashley Kinzer, being first duly sworn upon oath, deposes and states:

1. I am now and at all times hereinafter mentioned was a citizen of the United States, resident of the State of Idaho, over the age of twenty-one years and not a party of the above entitled action.

2. I am now and at all times hereinafter mentioned was the printer (principal clerk) of the "Coeur d'Alene Press", a newspaper printed and published daily in Coeur d'Alene, Kootenai County, Idaho, and having a general circulation in said county.

3. The Legal Notice of which the annexed is a printed copy, was published in the regular Friday issue of said newspaper for 2 consecutive week commencing on the 19 day of October, 2018, and ending on the 2 day of November, 2018, and such publication was made as often during said period as said daily newspaper was regularly issued.

4. That said newspaper has been continuously and uninterruptedly published in said Kootenai County, during a period of more than seventy-eight consecutive weeks immediately prior to the first publication of said notice

Ashley Kinzer.

On this 2 day of November in the year of 2018 before me, a Notary Public, personally appeared Ashley Kinzer, known or identified to me to be the person whose name subscribed to the within instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledged to me that he executed the same.



Katrina George  
Notary Public for the State of Idaho  
Residing in Coeur d'Alene, Idaho

MY COMMISSION EXPIRES 8/29/23

**NOTICE OF REGULAR MEETING AND PUBLIC HEARING BY THE CITY COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO TO CONSIDER THE SECOND AMENDMENT TO THE SECOND AMENDED AND RESTATED MIDTOWN-NORTHWEST BOULEVARD DOWNTOWN URBAN RENEWAL PLAN NOW REFERRED TO AS THE LAKE DISTRICT URBAN RENEWAL PROJECT PLAN OF THE COEUR D'ALENE URBAN RENEWAL AGENCY, DOING BUSINESS AS IGNITE CDA**

NOTICE IS HEREBY GIVEN that the City Council ("City Council") of the City of Coeur d'Alene, Idaho ("City") will hold, during its regular meeting, a public hearing in the Library Community Room, 702 E. Front Avenue, Coeur d'Alene, Idaho, 83814 on Tuesday, November 20, 2018, at 6:00 p.m., to consider for adoption the Second Amendment ("Second Amendment") to the Second Amended and Restated Midtown-Northwest Boulevard Downtown Urban Renewal Plan (the "Plan"), concerning the existing Lake District Project Area of the Coeur d'Alene Urban Renewal Agency, doing business as Ignite CDA ("Agency"). The general scope and objective of the Second Amendment is the addition of approximately 23 acres of undeveloped land to the existing Lake District Project Area. The Second Amendment proposes that the Agency undertake urban renewal projects, including identifying

public facilities for funding, pursuant to the Idaho Urban Renewal Law of 1965, chapter 20, title 50, Idaho Code, as amended. The Second Amendment being considered for adoption contains a revenue allocation financing provision pursuant to the Local Economic Development Act, chapter 29, title 50, Idaho Code, as amended ("Act"), that for the area added will cause property taxes resulting from any increase in equalized assessed valuation in excess of the equalized assessed valuation as shown on the base assessment roll as of January 1, 2018, to be allocated to the Agency for urban renewal purposes. The boundary of the additional area includes both urban renewal and revenue allocation areas. The existing Lake District Project Area contains a previously adopted revenue allocation financing provision pursuant to the Act that will continue to cause property taxes resulting from any increase in equalized assessed valuation in excess of the equalized assessed valuation as shown on the base assessment roll as of January 1997 for the original 1997 Project Area, and January 2008 for the additional area, to be allocated to the Agency for urban renewal purposes. The Agency has adopted and recommended approval of the Second Amendment. The City Council will also be considering the first reading of an Ordinance to adopt the Second Amendment at the meeting scheduled for November 20, 2018, at 6:00 p.m., and will also be considering the consolidated second reading and third reading of an Ordinance to adopt the Second Amendment at the meeting scheduled for Tuesday, December 4, 2018, at 6:00 p.m.

The general scope and objectives of the Second Amendment are:

The Second Amendment proposes improvements to public infrastructure and other publicly owned assets throughout the expansion area, creating the framework for the development of public facilities and improvements, including, but not limited to streets, street-scapes, water and sewer improvements, environmental remediation/site preparation, parking, community facilities, parks, pedestrian/bike paths and trails, shoreline stabilization, waterfront access, docks, marina, plazas, and water dog park. There is also one commercially developable parcel, which could support commercial, waterfront and secondary waterfront commercial, retail area, cultural center, medical facilities, educational facilities, multi-purpose athletic and performance facilities, and other public facilities and improvements.

Any such land uses as described in the Second Amendment will be in conformance with zoning for the City and the Coeur d'Alene Comprehensive Plan (2007-2027), as adopted by the City Council. Land made available will be developed by private enterprises or public agencies as authorized by law. The Second Amendment identifies various public and private improvements which may be made within the Project Area.

The area added to the existing Lake District Project Area and Revenue Allocation Area here-in referred to is described as follows:

An area consisting of approximately 23 acres of undeveloped land and into the Spokane River, adjacent and contiguous to the western boundary of the existing Lake

District Project Area. The additional area generally follows the Spokane River to the south and then moves inland and parallels the Spokane River on the north until connection with the boundary of the existing Lake District Project Area to the east.

The area added to the existing Lake District Project Area is also depicted in the map below and shown in "purple."

Copies of the proposed Second Amendment are on file for public inspection and copying for the cost of duplication at the office of the City Clerk, City Hall, 710 E. Mullan Avenue, Coeur d'Alene, Idaho, 83814, between the hours of 8:00 o'clock a.m. and 5:00 o'clock p.m., Monday through Friday, exclusive of holidays.

The meeting will be held in a handicapped accessible facility. All information presented in the hearing shall also be available upon advance request in a form usable by persons with hearing or visual impairments, individuals with other disabilities may receive assistance by contacting the City 24 hours prior to the hearing.

At the hearing date, time and place noted above (November 20, 2018, at 6:00 p.m.), all persons interested in the above matters may appear and be heard. Written comments will also be accepted. Comments should be directed to the Coeur d'Alene City Clerk. Written comments should be submitted prior to the hearing date.

DATED this 15th day of October 2018.

Renata McLeod, City Clerk  
CDA LEGAL 511  
AD# 236756  
OCTOBER 19, NOVEMBER 2 2018

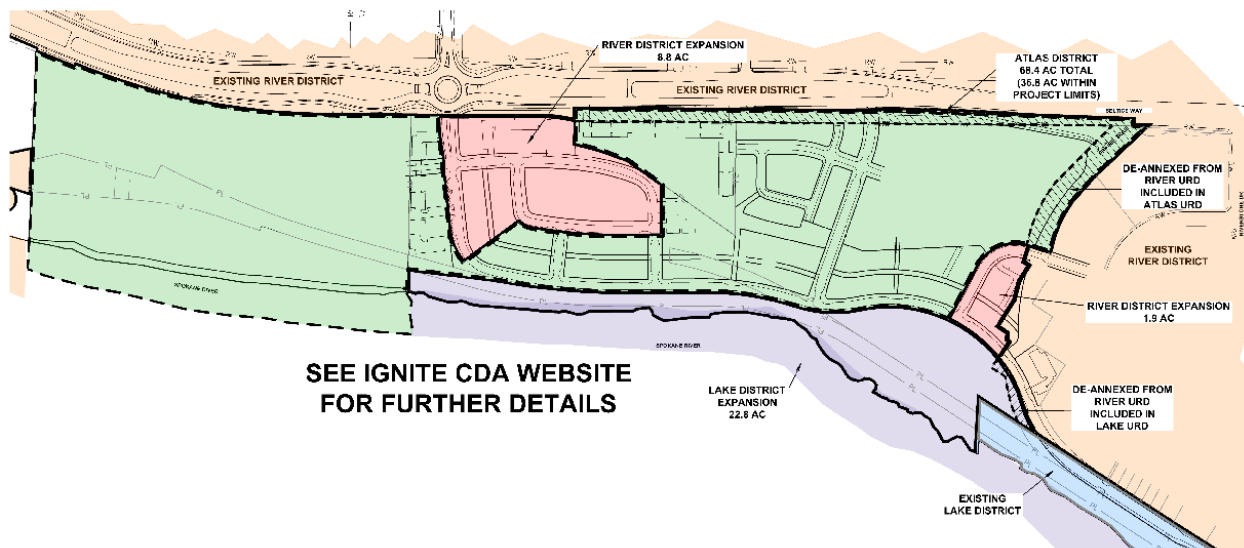


Exhibit 3

SECOND AMENDMENT TO THE LAKE DISTRICT PLAN

**SECOND AMENDMENT TO THE  
SECOND AMENDED AND RESTATED**

**MIDTOWN–NORTHWEST BOULEVARD  
DOWNTOWN URBAN RENEWAL PLAN**

**COEUR D’ALENE URBAN RENEWAL AGENCY**  
(formerly known as Lake City Development Corporation and now known as ignite cda)

**CITY OF COEUR D’ALENE, IDAHO**

**NOW REFERRED TO AS THE  
LAKE DISTRICT  
URBAN RENEWAL PROJECT PLAN**

**Ordinance No. 2842  
Adopted December 16, 1997  
Effective December 24, 1997**

**Amended and Restated Plan  
Ordinance No. 3154  
Adopted November 18, 2003  
Effective November 26, 2003**

**Second Amended and Restated Plan  
Ordinance No. 3337  
Adopted August 19, 2008  
Effective August 19, 2008**

**First Amendment to the  
Second Amended and Restated Plan  
Ordinance No. 3542  
Adopted July 13, 2016  
Effective July 15, 2016**

**Second Amendment to the  
Second Amended and Restated Plan  
Ordinance No. \_\_\_\_  
Adopted \_\_\_\_, 2018  
Effective \_\_\_\_, 2018**

## BACKGROUND

This Second Amendment (“Second Amendment”) to the Second Amended and Restated Midtown-Northwest Boulevard Downtown Urban Renewal Plan (the “Plan”) amends the Plan to add approximately 23 acres of open land to the plan area/revenue allocation area created by the Plan, commonly referred to as the “Lake District Project Area.” The urban renewal plan for the Lake District Project Area has undergone several substantial amendments since the original project area was approved by the Coeur d’Alene City Council in 1997, including in 2003 (the “Amended and Restated Plan”) and in 2008 (the “Second Amended and Restated Plan”). In 2016, the Plan was amended by the First Amendment to deannex approximately 58 acres of developed parcels from the Lake District Project Area. The scope of this Second Amendment is limited to addressing the addition of area to the Lake District Project Area. It is important to note this Second Amendment to the Plan does not extend the Plan’s duration. The Plan terminates on December 31, 2021; however, revenue allocation proceeds will be received in 2022 pursuant to Idaho Code § 50-2905(7).

This Second Amendment to the Plan, which adds area to the Lake District Project Area, does not result in a reset of the base assessment roll values to the current equalized assessed values in the year following the amendment or modification of the Plan. House Bill 606, effective July 1, 2016, amended the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended (the “Act”), firmly establishing “[f]or plans adopted or modified prior to July 1, 2016, and for subsequent modifications of those urban renewal plans, the value of the base assessment roll of property within the revenue allocation area shall be determined as if the modification had not occurred.” Idaho Code § 50-2903(4). Though the provisions of Idaho Code § 50-2903A do not apply to the Plan, a plan amendment or modification to add area to an existing revenue allocation area pursuant to Idaho Code § 50-2033 is a specifically identified exception to a base reset. Idaho Code § 50-2903A(1)(a)(ii). This highlights the legislative support for this type of amendment.

Idaho Code § 50-2033 permits an urban renewal agency to add area to an existing revenue allocation area one (1) time after July 1, 2011, “so long as the total area to be added is not greater than ten percent (10%) of the existing revenue allocation area and the area to be added is contiguous to the existing revenue allocation area . . . .” Idaho Code § 50-2033. Contiguity cannot be established solely by a shoestring or public or railroad right-of-way. *See* Idaho Code § 50-2033. The geographic area to be added to the Lake District Project Area is contiguous to the existing Project Area and is less than 10% of the existing revenue allocation area.

A separate base assessment value will be established for the open land area to be added to the Lake District Project Area, effective retroactive to January 1, 2018. The Agency will receive an allocation of revenues from the added area from any increases in value above the base value through the remaining years of the Plan. The base values for the original Project Area established in 1997, will continue to be retroactive to January 1, 1997, and the base values for the area added in 2008, will continue to be retroactive to January 1, 2008.

The area to be added to the Lake District Project Area was deemed to be a deteriorated area and/or a deteriorating area under the Law and the Act and, therefore, eligible for inclusion into the existing revenue allocation area pursuant to the Atlas Mill Site Urban Renewal Eligibility Report, prepared by Panhandle Area Council, dated February 14, 2017 (the “Eligibility Report”). The Eligibility Report was submitted to the Agency, which by adoption of Resolution No. 17-04 on May 10, 2017, found the additional area to be eligible and authorized the transmission of the Eligibility Report and Resolution to the Coeur d’Alene City Council, together with the Agency’s recommendation that the area be designated as appropriate for an urban renewal project, and seeking direction from the City Council to proceed with an urban renewal plan amendment. The Coeur d’Alene City Council by adoption of Resolution No. 17-036 on May 16, 2017, found the area under consideration to be a deteriorating area or a deteriorated area in the City, as defined by the Law and the Act, and authorized preparation of a new plan area and/or a plan amendment.

## **AMENDMENTS TO THE PLAN**

1. Definitions. Capitalized terms not otherwise defined herein shall have the respective meanings ascribed to such terms in the Plan, as amended by the First Amendment to the Plan.

2. The following defined terms in the Plan, as amended by the First Amendment to the Plan, are further amended throughout the Plan as follows:

(a) Delete “Amended Lake District Project Area” and replace with “Second Amended Lake District Project Area” except where specifically referenced in this Second Amendment.

(b) Delete references to “Attachment 5” and replace with “Attachment 5, as supplemented by Attachments 5A and 5B” except where specifically referenced in this Second Amendment.

3. Amendment to Part 1, Section 1 of the Plan. Part 1, Section 1 is amended by deleting the list of attachments and replacing it as follows:

Legal Description of the Amended Lake District Project Area and Amended Lake District Revenue Allocation Area Boundaries (Attachment 1);

Legal Description of the Boundaries of the Additional Area (Attachment 1A);

Amended Lake District Project Area- Amended Lake District Revenue Allocation Area Boundary Map (Attachment 2);

Boundary Map of the Additional Area (Attachment 2A);

Properties Which May Be Acquired by the Agency (Attachment 3);

Map Depicting Expected Land Uses and Current Zoning Within the Second Amended Lake District Project Area (Attachment 4); **[Intentionally Omitted—No Amendment]**

Economic Feasibility Study for the Lake District Urban Renewal Area, Including 2018 Update (Attachment 5)

Supplement to the Economic Feasibility Study for the Lake District Urban Renewal Area: Financial Analysis Related to the 2016 Deannexation (Attachment 5A)

Second Supplement to the Economic Feasibility Study for the Lake District Urban Renewal Area for the Area Added by the Second Amendment (Attachment 5B)

4. Amendment to Section 2 of the Plan, as amended by the First Amendment to the Plan.

(a) Section 2 entitled “CONFORMANCE WITH STATE AND LOCAL REQUIREMENTS” is amended by adding new paragraphs to the end of the language added by the First Amendment to the Plan as follows:

Subsequent to the First Amendment, in 2017, the Agency and City reviewed approximately 23 acres of open land along the Spokane River and adjacent and contiguous to the Amended Lake District Project Area for an eligibility determination for an urban renewal project. The additional area to be added to the Amended Lake District Project Area was reviewed and determined to be eligible by Agency Resolution 17-04 on May 10, 2017. The additional area was certified as eligible by the City Council on May 16, 2017, by adoption of City Council Resolution No. 17-036.

With the adoption of Resolution No. 17-036, the City Council found the additional area to be a deteriorated area and/or a deteriorating area existing in the City as defined by the Law and Act and authorized preparation of a plan amendment. The 23 acres to be added to the Amended Lake District Project Area hereby creates the “Second Amended Lake District Project Area.”

This Second Amendment to the Second Amended and Restated Plan (the “Second Amendment”) was prepared and submitted to the Agency for its review and approval. The Agency approved the Second Amendment by the adoption of Agency Resolution No. [ ] on [ ], 2018] and submitted the Second Amendment to the City Council with its recommendation for adoption.



In accordance with the Law, this Second Amendment was submitted to the Planning and Zoning Commission of the City. After consideration of the Second Amendment, the Commission reported to the City Council that this Second Amendment is in conformity with the City's Comprehensive Plan, as amended.

Pursuant to the Law and Act, the City Council having published due notice thereof, held a public hearing on the Second Amendment. Notice of the hearing was duly published in the *Coeur d'Alene Press*, a newspaper having general circulation in the City. The City Council adopted the Second Amendment on \_\_\_\_\_, 2018, by Ordinance No. \_\_\_\_\_.

5. Amendment to Part 1, Section 3 of the Plan. Part 1, Section 3 is amended by adding new paragraphs following the last paragraph as follows:

During 2017, the City, Agency, and other interested parties began to examine the need to expand the Amended Lake District Project Area to include all or a portion of the abandoned lumber mill site, often referred to as the former "Atlas Mill" site, and all or a portion of a former railroad right-of-way. All structures related to the mill operation have been razed. The approximately 23 acres of open land to be added to the Amended Lake District Project Area is adjacent and contiguous to the western boundary of the Amended Lake District Project Area. The City owns the area to be added to the Amended Lake District Project Area and is in the process of annexing the area into the City. It is anticipated that shortly after approval of the Second Amendment the Agency will assist in the development of the 23 acres of open land.

The area to be added to the Amended Lake District Project Area, consistent with the long-term strategic goals for the Project Area and in partnership with the City, will create a new public open space, including but not limited to a park, pedestrian amenities, bike and pedestrian trails and pathways, new streets and roadways and parking, shoreline stabilization, waterfront access, docks, marina, plazas and water dog park. This area will secure long-term public access to the waterfront. This area currently lacks public infrastructure such as internal roadways limiting access to the waterfront and impairing development potential. Additionally, water and sewer lines will need to be extended into portions of the Second Amended Lake District Project Area. There are fire suppression issues that prevent significant development within the expansion area. The abandoned mill site and former railroad right-of-way will require site remediation due to contamination from mill operations. Generally, the lack of public infrastructure has resulted in the economic underdevelopment of the area. Prior to its acquisition by the City, the location of the former railroad right-of-way presented a significant impediment to development of the area as it precluded the ability to assemble lots for development. Further, the large parcel size is a detriment to urban development. There are no pedestrian amenities within the expansion area, which lacks sidewalks, curbs, gutters, and

street-lighting. The area to be added also contains unsanitary conditions, including excessive amounts of junk, trash, and weeds throughout the area.

The Plan proposes improvements to public infrastructure and other publicly owned assets throughout the expansion area, creating the framework for the development of public facilities and improvements, including, but not limited to streets, streetscapes, water and sewer improvements, environmental remediation/site preparation, parking, community facilities, parks, pedestrian/bike paths and trails, shoreline stabilization, waterfront access, docks, marina, plazas, and water dog park. There is also one commercially developable pad, which could support commercial, waterfront and secondary waterfront commercial, retail area, cultural center, medical facilities, educational facilities, multi-purpose athletic and performance facilities, and other public facilities and improvements. The expansion area is underdeveloped or vacant and is not being used to its highest and best use due to deterioration of site and other improvements, environmental deficiencies, the age and obsolescence of infrastructure, the predominance of defective or inadequate street layout, need for modern traffic requirements, insanitary and unsafe conditions, faulty lot layout and inadequate utility infrastructure needed for development. The foregoing conditions have arrested or impaired growth in the expansion area.

6. Amendment to Part 2 of the Plan, as amended by the First Amendment to the Plan.

Part 2, as amended by the First Amendment to the Plan, entitled “DESCRIPTION OF THE AMENDED LAKE DISTRICT PROJECT AREA” is deleted and replaced as follows:

**DESCRIPTION OF THE SECOND AMENDED LAKE DISTRICT PROJECT AREA**

The boundaries of the Amended Lake District Project Area and of the Amended Lake District Revenue Allocation Area pursuant to the First Amendment are described in Attachment “1”, which is attached hereto and incorporated herein by reference, and are shown on the Amended Lake District Project Area and Amended Lake District Revenue Allocation Area Boundary Map, attached hereto as Attachment “2” and incorporated herein by reference.

The boundaries of the area added to the Amended Lake District Project Area, pursuant to the Second Amendment, are described in the Legal Description of the Boundaries of the Additional Area in Attachment 1A, incorporated herein by reference, and are shown on the Boundary Map of the Additional Area in Attachment 2A, incorporated herein by reference.

For purposes of boundary descriptions and use of proceeds for payment of improvements, the boundary shall be deemed to extend to the outer boundary of rights-of-way unless otherwise depicted.

7. Amendment to Part 3, Section 1, of the Plan.

a. Section 3, Part 1 is amended by deleting paragraph 6 and replacing it as follows:

6. The installation, construction, or reconstruction of streets and utilities, including, removal, burying, or relocation of overhead utilities; extension of electrical distribution lines and transformers; improvement of irrigation and drainage ditches and laterals; addition of fiber optic lines or other communication systems; and improvement of storm drainage facilities, flood control facilities, parking facilities, and other public improvements, including but not limited to, water and sewer improvements, fire protection systems, roadways, curbs, gutters, and streetscapes, which for purposes of this Plan, the term streetscapes includes sidewalks, lighting, landscaping, benches, bike racks, public art and similar amenities between the curb and right-of-way line; and other public improvements, including parks, pedestrian/bike paths and trails, plazas, open space, riverfront access points and docks, shoreline stabilization, marina, water dog park and other recreational facilities; other public improvements related to the development of mixed-use residential, commercial, waterfront and secondary waterfront commercial and retail areas, cultural centers, medical facilities, educational facilities, multi-purpose athletic and performance facilities, and other public facilities that may be deemed appropriate by the Board;

b. Section 3, Part 1 is amended by adding paragraph 14 as follows:

14. The elimination of environmental deficiencies in the Project Area by site remediation.

8. Amendment to Part 4, Section 2 of the Plan.

Part 4, Section 2 is amended by adding a new paragraph following the last paragraph as follows:

For the expansion area, the Agency intends to rely upon the overall land use designations and zoning classifications of the City, as may be amended, and as set forth in the City's Comprehensive Plan and the Coeur d'Alene City Code, including the future land use map and zoning classifications, as may be amended. Following annexation, the zoning classification for the Project Area is expected to be C-17, which is intended as a broad spectrum commercial district that permits limited service, wholesale/retail, and heavy commercial in addition to allowing a full range of residential development products, including residential recreation

facilities. Provided, however, nothing herein within this Plan shall be deemed to be granting any particular right to zoning classification or use.

9. Amendment to Part 5, Section 1, D of the Plan, as amended by the First Amendment to the Plan.

(a) Part 5, Section 1, D is amended by deleting the first sentence of the first paragraph and replacing it as follows: The Agency hereby adopts revenue allocation financing provisions as authorized by the Act, Chapter 29, Title 50, Idaho Code, effective retroactively to January 1, 1997, for the original Project Area, and to January 1, 2008, for the Second Amended and Restated Project Area, as amended by the First Amendment, and effective retroactively to January 1, 2018, for the area added pursuant to the Second Amendment.

(b) Part 5, Section 1, D is further amended by deleting the first and second sentences of the fourth paragraph and replacing it as follows: A statement listing proposed public improvements and facilities, an economic feasibility study, estimated project costs, fiscal impact upon other taxing districts, and methods of financing project costs required by Idaho Code Section 50-2905 is included in Attachment 5, as updated in 2018, for the Amended Lake District Project Area, and in Attachment 5B for the 2018 expansion. The estimated financial impact to the Agency as a result of the deannexation of developed parcels from the existing Project Area pursuant to the First Amendment is set forth in Attachment 5A. The information contained in Attachment 5B necessarily incorporates estimates and projections based on the Agency's present knowledge and expectations and includes analysis and assessment based on the additional 23 acres added to the Amended Lake District Project Area.

10. Amendment to Part 5, Section 1, E of the Plan, as amended by the First Amendment to the Plan.

Part 5, Section 1, E, as amended by the First Amendment to the Plan, is further amended by deleting Part 5, Section 1, E, as amended, and replacing it as follows: Attachment 5 consists of the Economic Feasibility Study for the Urban Renewal Area prepared by Keyser Marston Associates, Inc. and includes updated projections prepared by the Executive Director of the Agency, in 2018. Attachment 5A includes the estimated financial impact to the Agency as a result of the deannexation of certain developed parcels from the existing Project Area pursuant to the First Amendment prepared by the Panhandle Area Council. Attachment 5B consists of the Economic Feasibility Study (entitled Financial Feasibility Study) for the area added pursuant to the Second Amendment prepared by Welch Comer Engineers in association with Heartland LLC Real Estate Advisors. Primary contacts are Phil Boyd, P.E. and Matt Anderson, respectively. (collectively, Attachments 5, 5A, and 5B are referred to as the "Study").

Further detail supporting the data provided in Attachment 5B is included in the Atlas Site Masterplan for Atlas Waterfront Project, dated September 2018 (the "Comprehensive Report"). The Comprehensive Report more broadly supports the anticipated spectrum of development for the greater project over three revenue allocation areas based on the significant work with stakeholders and is available for review and copying at the Agency's office.

11. Amendment to Part 5, Section 1, G of the Plan, as amended by the First Amendment to the Plan.

Part 5, Section 1, G, as amended by the First Amendment to the Plan, is further amended by deleting Part 5, Section 1, G, as amended, and replacing it as follows:

Under the Act, the base assessed valuation for all revenue allocation areas cannot exceed gross/net ten percent (10%) of the current assessed taxable value for the entire City. According to the Kootenai County Assessor, the assessed taxable value for the City as of January 1, 2017<sup>1</sup>, less homeowners' exemptions is \$4,487,283,826. Therefore, the 10% limit is \$448,728,383.

The adjusted base assessed value of each of the existing or proposed expansions to the existing revenue allocation areas as of January 1, 2017, is as follows:

Existing Lake District Project Area <sup>2</sup>	\$126,124,003
2018 Lake District Project Area Amendment	\$1,400,953
Existing River District Project Area	\$16,047,528
2018 River District Project Area Amendment	\$1,790,106
Atlas District Project Area	\$8,885,404
 TOTAL:	 \$154,247,994

The adjusted base values for the combined revenue allocation areas total \$154,247,994, which is less than 10% of the City's 2017 taxable value.

Further Idaho Code § 50-2033 provides that after July 1, 2011: "[a]n urban renewal plan that includes a revenue allocation area may be extended only one (1) time to extend the boundary of the revenue allocation so long as the total area to be added is not greater than ten percent (10%) of the existing revenue allocation area and the area to be added is contiguous to the existing revenue allocation area but such contiguity cannot be established solely by a shoestring or strip of land which comprises a railroad or public right-of-way." The Amended Lake District Project Area consists of 671 acres; therefore, the 10% geographic limit is 67.1 acres. The area to be added to the Amended Lake District Project Area, which is adjacent and contiguous to the Amended Lake District Project Area, consists of 23 acres, which is less than 10% of the acreage included in the Amended Lake District Project Area.

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<sup>1</sup> Due to the timing of the assessment process and creation of this Second Amendment, the 2017 values have been used to establish compliance with the 10% limitation. Using the 2017 values, the total value of the existing and proposed revenue allocation areas combined with the value of this Second Amended Lake District Project Area are less than 4% of the total value of the City. Even assuming an increase in values for 2018, the combined values of the revenue allocation areas would not exceed 10% of the current assessed taxable value for the entire City.

<sup>2</sup> Combined adjusted base values from 1997 original project area and the 2008 expansion.

12. Amendment to Part 5, Section 1, L of the Plan. Part 5, Section 1, L of the Plan is amended by deleting Section Part 5, Section 1, L and replacing it as follows:

An estimate of the overall impact of the revenue allocation project on each taxing district is shown in the Study.

The assessed value for each property in a revenue allocation area consists of a base value and an increment value. The base value is the assessed value as of January 1 of the year in which a revenue allocation area is approved by a municipality, with periodic adjustments allowed by Idaho law. The addition of the geographic area to the Amended Project Area does not reset the base; however, for the area added, the base value is the assessed value as of January 1 of the year in which the municipality approved the expansion, or in this instance January 1, 2018. The increment value is the difference between the adjusted base assessed value and current assessed taxable value in any given year while the property is in a revenue allocation area. Under Idaho Code § 63-802, taxing entities are constrained in establishing levy rates by the amount each budget of each taxing district can increase on an annual basis. Taxing entities submit proposed budgets to the County Board of Commissioners, which budgets are required to comply with the limitations set forth in Idaho Code § 63-802. Therefore, the impact of revenue allocation is more of a product of the imposition of Idaho Code § 63-802, than the effect of urban renewal.

The County Board of Commissioners calculates the levy rate required to produce the proposed budget amount for each taxing entity using the assessed values which are subject to each taxing entity's levy rate. Assessed values in urban renewal districts which are subject to revenue allocation (incremental values) are not included in this calculation. The combined levy rate for the taxing entities is applied to the incremental property values in a revenue allocation area to determine the amount of property tax revenue which is allocated to an urban renewal agency. The property taxes generated by the base assessed values of properties in the urban renewal districts and by properties outside revenue allocation areas are distributed to the taxing entities. Properties in revenue allocation areas are subject to the same levy rate as they would be outside a revenue allocation area. The difference is how the revenue is distributed. If the overall levy rate is less than assumed, the Agency will receive fewer funds from revenue allocation.

In addition, without the revenue allocation area and its ability to pay for public improvements and public facilities, fewer substantial improvements within the revenue allocation area would be expected during the remaining term of the Plan; hence, there would be lower increases in assessed valuation to be used by the other taxing entities.

One result of new construction occurring outside of the revenue allocation area (Idaho Code §§ 63-802 and 63-301A) is the likely reduction of the levy rate as assessed values increase for property within each taxing entity's jurisdiction. From and after December 31, 2006, Idaho Code § 63-301A prohibits taxing entities from including, as

part of the new construction roll, the increased value related to new construction within a revenue allocation area until the revenue allocation authority is terminated. Any new construction within the Second Amended Project Area is not available for inclusion by the taxing entities to increase their budgets. Upon termination of this Plan, or further deannexations, the taxing entities will be able to include the accumulated new construction roll value in setting the following year's budget and revenue from such value is not limited to the three percent increase allowed in Idaho Code § 63-802(1)(a).

Pursuant to the Second Amendment and the Economic Feasibility Study concerning the expansion, as 2018 certified levy rates are not determined until late September 2018, the 2017 certified levy rates have been used in the Study<sup>3</sup>. Those taxing districts and rates are as follows<sup>4</sup>:

Kootenai County	.002970344
City of Coeur d'Alene	.005314476
Coeur d'Alene School District #271	.000010319
Kootenai County Ambulance	.000162808
Highway Districts (Post Falls, East Side and Worley)	.000890377
North Idaho Junior College	.000981595
Kootenai County Hospital	.000000000
<b>TOTAL:</b>	<b>.010329919</b>

The Study has made certain assumptions concerning the levy rate. First, it is anticipated the parcels currently located outside the jurisdictional boundary of the City and in unincorporated Kootenai County that are included in the Project Area will be annexed into the City. As a result, the levy rate applied to parcels within the boundaries of the City has been used to estimate revenue in the expansion area. Second, the 2017 levy rate is estimated to remain constant for the life of the revenue allocation area. The Study has assumed a conservative levy rate and has taken into consideration the multiple highway districts overlapping the Second Amended Project Area. The annual increment value is expected to increase by an estimated 2% over the remaining term of the Plan. If the overall levy rate is less than projected, or the land values do not increase as expected, or expected development fails to occur as estimated, the Agency shall receive fewer funds from revenue allocation.

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<sup>3</sup> Due to the timing of the taxing districts' budget and levy setting process, certification of the 2018 levy rates did not occur until this Second Amendment had been prepared and considered by the Agency. In order to provide a basis to analyze the impact on the taxing entities, the 2017 levy rates are used. Use of the 2017 levy rates provides a more accurate base than estimating the 2018 levy rates.

<sup>4</sup> There are three highway districts that overlap the Second Amended Project Area. The Post Falls Highway District overlaps the area added by this Second Amendment.

Pursuant to Idaho Code § 50-2908, the Agency is not entitled to revenue allocation proceeds from certain levy increases which are allowed by either specific statutory authorization or approved by an election of the qualified electors of the particular taxing district. Therefore, for any levy election, the Agency will not receive revenue allocation funds which would have been generated by imposing that levy on the assessed valuation within the Second Amended Project Area. The Study has taken this statute into account.

13. Amendment to Part 5, Section 1 of the Plan. Part 5, Section 1 of the Plan is amended by the addition of new Section N entitled “MEMBERSHIP DUES AND SUPPORT OF COMMUNITY ECONOMIC DEVELOPMENT” as follows:

**N. Membership Dues and Support of Community Economic Development**

The Act is premised upon economic development being a valid public purpose. To the extent allowed by the Law and the Act, the Agency reserves the authority to use revenue allocation funds to contract with non-profit and charitable organizations established for the purpose of supporting economic development and job creation. Additionally, the Agency reserves the authority to expend revenue allocation funds to join, participate, and support non-profit organizations established to support Agency best practices and administration. The line item of Operating Expenses within the Study shall be deemed to include expenditures for the purposes described in this section as may be deemed appropriate during the annual budgetary process.

14. Amendment to Part 6, Section 3 of the Plan. Part 6, Section 3 of the Plan is amended by deleting Part 6, Section 3 and replacing it as follows<sup>5</sup>:

Except for the nondiscrimination and nonsegregation provisions which shall run in perpetuity, the provisions of this Plan shall be effective, and the provisions of other documents formulated pursuant to this Plan, shall be effective for twenty-four (24) years from the effective date of the adoption of the original Plan by the City Council in 1997, subject to modifications and/or extensions set forth in Idaho Code §§ 50-2904 and 50-2905(7). The revenue allocation authority will expire on December 31, 2021, except for any revenue allocation proceeds received in calendar year 2022, as contemplated by Idaho Code § 50-2905(7).

Idaho Code § 50-2903(5) provides the Agency shall adopt a resolution of intent to terminate the revenue allocation area by September 1. In order to provide sufficient

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<sup>5</sup> This amendment does not seek to extend the duration of the Agency’s revenue allocation authority; rather, the intent is to update this Section to better reflect the Idaho law provisions governing termination.



notice of termination to the affected taxing districts to allow them to benefit from the increased budget capacity, the Agency will use its best efforts to provide notice of its intent to terminate this Plan and its revenue allocation authority by May 1, 2022<sup>6</sup>, or if the Agency determines an earlier terminate date, then by May 1 of the early termination year:

- a. When the Revenue Allocation Area plan budget estimates that all financial obligations have been provided for, the principal of and interest on such moneys, indebtedness, and bonds have been paid in full or when deposits in the special fund or funds created under this chapter are sufficient to pay such principal and interest as they come due, and to fund reserves, if any, or any other obligations of the Agency funded through revenue allocation proceeds shall be satisfied and the Agency has determined no additional project costs need be funded through revenue allocation financing, the allocation of revenues under Idaho Code § 50-2908 shall thereupon cease; any moneys in such fund or funds in excess of the amount necessary to pay such principal and interest shall be distributed to the affected taxing districts in which the Revenue Allocation Area is located in the same manner and proportion as the most recent distribution to the affected taxing districts of the taxes on the taxable property located within the Revenue Allocation Area; and the powers granted to the urban renewal agency under Idaho Code § 50-2909 shall thereupon terminate.
- b. In determining the termination date, the Plan shall recognize that the Agency shall receive allocation of revenues in the calendar year following the last year of the revenue allocation provision described in the Plan.
- c. For the fiscal year that immediately predates the termination date, the Agency shall adopt and publish a budget specifically for the projected revenues and expenses of the Plan and make a determination as to whether the Revenue Allocation Area can be terminated before January 1 of the termination year pursuant to the terms of Idaho Code § 50-2909(4). In the event that the Agency determines that current tax year revenues are sufficient to cover all estimated expenses for the current year and all future years, by May 1, but in any event, no later than September 1, the Agency shall adopt a resolution advising and notifying the local governing body, the county auditor, and the State Tax Commission, recommending the adoption of an ordinance for termination of the Revenue Allocation Area by December 31 of the current year, and declaring a surplus to be distributed as described in Idaho Code § 50-2909 should a surplus be determined to exist. The Agency shall cause the ordinance to be filed with the office of the county recorder and the Idaho State Tax Commission as provided in Idaho Code § 63-215.

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<sup>6</sup> Due to the difference between the tax year and the budget-levy setting cycle, this date contemplates the Agency's receipt of revenue allocation from assessments in 2021, consistent with Idaho Code § 50-2905(7).

Upon termination of the revenue allocation authority of the Plan to the extent the Agency owns or possesses any assets, subject to the following paragraph, the Agency ~~shall intends to~~ dispose of any remaining assets by granting or conveying or dedicating such assets to the City, unless based on the nature of the asset, disposition to another public entity is more appropriate.

As allowed by Idaho Code § 50-2905(8), the Agency may retain assets or revenues generated from such assets as ~~loans;~~ long as the Agency shall have resources other than revenue allocation funds to operate and manage such assets. Similarly, facilities which provide a ~~least-lease~~ income stream to the Agency for full retirement of the facility debt will allow the Agency to meet debt services obligations and provide for the continued operation and management of the facility.

~~For those assets which do not provide such resources or revenues, the Agency will likely convey such assets to the City, depending on the nature of the asset.~~

15. Amendment to Part 6, Section 5 of the Plan. Part 6, Section 5 of the Plan is deleted and replaced with new Part 6, Section 5 entitled “ANNUAL REPORT AND OTHER REPORTING REQUIREMENTS” as follows:

#### **Section 5 ANNUAL REPORT AND OTHER REPORTING REQUIREMENTS**

Under the Law, the Agency is required to file with the City, on or before March 31 of each year, a report of the Agency’s activities for the preceding calendar year, which report shall include a complete financial statement setting forth its assets, liabilities, income, and operating expenses as of the end of such calendar year. This annual report shall be considered at a public meeting to report these findings and take comments from the public.

Additionally, the Agency must comply with certain other reporting requirements as set forth in Idaho Code § 67-450E, the local government registry portal, and Idaho Code § 50-2913, the tax commission plan repository. Failure to report the information requested under any of these statutes results in significant penalties, including loss of increment revenue, and the imposition of other compliance measures by the Kootenai County Board of County Commissioners.

16. Amendment to Plan to add new Attachment 1A. The Plan is amended to add new Attachment 1A entitled “Legal Description of the Boundaries of the Additional Area,” attached hereto.

17. Amendment to Plan to add new Attachment 2A. The Plan is amended to add new Attachment 2A entitled “Boundary Map of the Additional Area,” attached hereto.

Pursuant to Idaho Code § 50-2908, the Agency is not entitled to revenue allocation proceeds from certain levy increases which are allowed by either specific statutory authorization or approved by an election of the qualified electors of the particular taxing district. Therefore, for any levy election, the Agency will not receive revenue allocation funds which would have been generated by imposing that levy on the assessed valuation within the Second Amended Project Area. The Study has taken this statute into account.

13. Amendment to Part 5, Section 1 of the Plan. Part 5, Section 1 of the Plan is amended by the addition of new Section N entitled “MEMBERSHIP DUES AND SUPPORT OF COMMUNITY ECONOMIC DEVELOPMENT” as follows:

**N. Membership Dues and Support of Community Economic Development**

The Act is premised upon economic development being a valid public purpose. To the extent allowed by the Law and the Act, the Agency reserves the authority to use revenue allocation funds to contract with non-profit and charitable organizations established for the purpose of supporting economic development and job creation. Additionally, the Agency reserves the authority to expend revenue allocation funds to join, participate, and support non-profit organizations established to support Agency best practices and administration. The line item of Operating Expenses within the Study shall be deemed to include expenditures for the purposes described in this section as may be deemed appropriate during the annual budgetary process.

14. Amendment to Part 6, Section 3 of the Plan. Part 6, Section 3 of the Plan is amended by deleting Part 6, Section 3 and replacing it as follows<sup>5</sup>:

Except for the nondiscrimination and nonsegregation provisions which shall run in perpetuity, the provisions of this Plan shall be effective, and the provisions of other documents formulated pursuant to this Plan, shall be effective for twenty-four (24) years from the effective date of the adoption of the original Plan by the City Council in 1997, subject to modifications and/or extensions set forth in Idaho Code §§ 50-2904 and 50-2905(7). The revenue allocation authority will expire on December 31, 2021, except for any revenue allocation proceeds received in calendar year 2022, as contemplated by Idaho Code § 50-2905(7).

Idaho Code § 50-2903(5) provides the Agency shall adopt a resolution of intent to terminate the revenue allocation area by September 1. In order to provide sufficient

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<sup>5</sup> This amendment does not seek to extend the duration of the Agency’s revenue allocation authority; rather, the intent is to update this Section to better reflect the Idaho law provisions governing termination.

notice of termination to the affected taxing districts to allow them to benefit from the increased budget capacity, the Agency will use its best efforts to provide notice of its intent to terminate this Plan and its revenue allocation authority by May 1, 2022<sup>6</sup>, or if the Agency determines an earlier terminate date, then by May 1 of the early termination year:

- a. When the Revenue Allocation Area plan budget estimates that all financial obligations have been provided for, the principal of and interest on such moneys, indebtedness, and bonds have been paid in full or when deposits in the special fund or funds created under this chapter are sufficient to pay such principal and interest as they come due, and to fund reserves, if any, or any other obligations of the Agency funded through revenue allocation proceeds shall be satisfied and the Agency has determined no additional project costs need be funded through revenue allocation financing, the allocation of revenues under Idaho Code § 50-2908 shall thereupon cease; any moneys in such fund or funds in excess of the amount necessary to pay such principal and interest shall be distributed to the affected taxing districts in which the Revenue Allocation Area is located in the same manner and proportion as the most recent distribution to the affected taxing districts of the taxes on the taxable property located within the Revenue Allocation Area; and the powers granted to the urban renewal agency under Idaho Code § 50-2909 shall thereupon terminate.
- b. In determining the termination date, the Plan shall recognize that the Agency shall receive allocation of revenues in the calendar year following the last year of the revenue allocation provision described in the Plan.
- c. For the fiscal year that immediately predates the termination date, the Agency shall adopt and publish a budget specifically for the projected revenues and expenses of the Plan and make a determination as to whether the Revenue Allocation Area can be terminated before January 1 of the termination year pursuant to the terms of Idaho Code § 50-2909(4). In the event that the Agency determines that current tax year revenues are sufficient to cover all estimated expenses for the current year and all future years, by May 1, but in any event, no later than September 1, the Agency shall adopt a resolution advising and notifying the local governing body, the county auditor, and the State Tax Commission, recommending the adoption of an ordinance for termination of the Revenue Allocation Area by December 31 of the current year, and declaring a surplus to be distributed as described in Idaho Code § 50-2909 should a surplus be determined to exist. The Agency shall cause the ordinance to be filed with the office of the county recorder and the Idaho State Tax Commission as provided in Idaho Code § 63-215.

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<sup>6</sup> Due to the difference between the tax year and the budget-levy setting cycle, this date contemplates the Agency's receipt of revenue allocation from assessments in 2021, consistent with Idaho Code § 50-2905(7).

Upon termination of the revenue allocation authority of the Plan to the extent the Agency owns or possesses any assets, the Agency shall dispose of any remaining assets by granting or conveying or dedicating such assets to the City.

As allowed by Idaho Code § 50-2905(8), the Agency may retain assets or revenues generated from such assets as loans; the Agency shall have resources other than revenue allocation funds to operate and manage such assets. Similarly, facilities which provide a least income stream to the Agency for full retirement of the facility debt will allow the Agency to meet debt services obligations and provide for the continued operation and management of the facility.

For those assets which do not provide such resources or revenues, the Agency will likely convey such assets to the City, depending on the nature of the asset.

15. Amendment to Part 6, Section 5 of the Plan. Part 6, Section 5 of the Plan is deleted and replaced with new Part 6, Section 5 entitled “ANNUAL REPORT AND OTHER REPORTING REQUIREMENTS” as follows:

**Section 5      ANNUAL REPORT AND OTHER REPORTING REQUIREMENTS**

Under the Law, the Agency is required to file with the City, on or before March 31 of each year, a report of the Agency’s activities for the preceding calendar year, which report shall include a complete financial statement setting forth its assets, liabilities, income, and operating expenses as of the end of such calendar year. This annual report shall be considered at a public meeting to report these findings and take comments from the public.

Additionally, the Agency must comply with certain other reporting requirements as set forth in Idaho Code § 67-450E, the local government registry portal, and Idaho Code § 50-2913, the tax commission plan repository. Failure to report the information requested under any of these statutes results in significant penalties, including loss of increment revenue, and the imposition of other compliance measures by the Kootenai County Board of County Commissioners.

16. Amendment to Plan to add new Attachment 1A. The Plan is amended to add new Attachment 1A entitled “Legal Description of the Boundaries of the Additional Area,” attached hereto.

17. Amendment to Plan to add new Attachment 2A. The Plan is amended to add new Attachment 2A entitled “Boundary Map of the Additional Area,” attached hereto.

18. Amendment to Attachment 5 of the Plan. Attachment 5 entitled “Economic Feasibility Study for the Lake District Urban Renewal Area” is supplemented to include updated 2018 projections through the duration of the Plan.

19. Amendment to Plan to add new Attachment 5B. The Plan is amended to add new Attachment 5B entitled “Second Supplement to the Economic Feasibility Study for the Lake District Urban Renewal Area for the Area Added by the Second Amendment,” attached hereto.

20. Second Amended and Restated Urban Renewal Plan Remains in Effect. Except as expressly modified in this Second Amendment, the Plan and the Attachments thereto, as amended by the First Amendment, remain in full force and effect.

Attachment 1A

Legal Description of the Boundaries of the Additional Area

The area added to the existing Lake District Project Area and Revenue Allocation Area herein referred to is described as follows:

An area consisting of approximately 23 acres of undeveloped land and into the Spokane River, adjacent and contiguous to the western boundary of the existing Lake District Project Area. The additional area generally follows the Spokane River to the south and then moves inland and parallels the Spokane River on the north until connection with the boundary of the existing Lake District Project Area to the east as more particularly described below.

A portion of Government Lots 1, 2, 3 and the Northeast 1/4 of Section 10, all within Township 50 North, Range 4 West, Boise Meridian, described as follows;

Commencing at the Northwest corner of said Section 10, said corner bears North  $89^{\circ}11'44''$  West a distance of 2650.43 feet from the North quarter corner of said Section 10; Thence South  $14^{\circ}51'40''$  East a distance of 842.00 feet to the **TRUE POINT OF BEGINNING**.

Thence South  $83^{\circ}14'10''$  East a distance of 356.74 feet to the beginning of a non-tangent curve to the left having a radius of 2269.50 feet;

Thence easterly along said curve through an arc length of 528.15 feet, a central angle of  $13^{\circ}20'01''$ , a chord bearing of South  $83^{\circ}40'44''$  East and a chord distance of 526.96 feet;

Thence North  $89^{\circ}39'15''$  East a distance of 377.65 feet to the beginning of a curve to the right having a radius of 972.50 feet;

Thence easterly along said curve through an arc length of 301.33 feet, a central angle of  $17^{\circ}45'11''$ , a chord bearing of South  $81^{\circ}28'10''$  East and a chord distance of 300.12 feet;

Thence South  $72^{\circ}35'34''$  East a distance of 50.45 feet to the beginning of a curve to the left having a radius of 527.50 feet;

Thence easterly along said curve through an arc length of 247.10 feet, a central angle of  $26^{\circ}50'23''$ , a chord bearing of South  $86^{\circ}00'45''$  East and a chord distance of 244.85 feet;

Thence North  $80^{\circ}34'04''$  East a distance of 50.00 feet to the beginning of a curve to the right having a radius of 572.50 feet;

Thence southeasterly along said curve through an arc length of 766.41 feet, a central angle of  $76^{\circ}42'10''$ , a chord bearing of South  $61^{\circ}04'52''$  East and a chord distance of 710.45 feet;



Thence South 22° 43' 47" East a distance of 96.00 feet to the beginning of a curve to the left having a radius of 594.50 feet;

Thence southeasterly along said curve through an arc length of 89.15 feet, a central angle of 08° 35' 30", a chord bearing of South 27° 01' 32" East and a chord distance of 89.06 feet to the existing Lake District Boundary;

Thence along said Lake District Boundary North 56° 46' 02" West a distance of 277.91 feet;

Thence along said Lake District Boundary South 03° 12' 44" West a distance of 234.35 feet to the ordinary high-water line of Spokane River, said point herein designated as point "A";

Thence southeasterly along said ordinary high-water line to the most westerly corner of the plat of Bellerive as recorded in Book J of Plats, Page 311, records of Kootenai County, said point bears South 54° 59' 54" East a distance of 1715.67 feet from said point 'A';

Thence South 32° 01' 53" West a distance of 118.44 feet to a point which is 75 feet distant when measured perpendicular to the ordinary low water line of the Spokane River; thence parallel with and 75 feet distant from said ordinary low water line the following 34 courses

- 1) North 44° 49' 41" West 46.33 feet;
- 2) North 52° 59' 45" West 203.40 feet;
- 3) North 54° 34' 55" West 216.95 feet;
- 4) South 87° 15' 39" West 25.10 feet;
- 5) North 55° 11' 32" West 78.00 feet;
- 6) North 76° 21' 42" West 65.20 feet;
- 7) North 04° 41' 09" West 34.52 feet;
- 8) North 42° 16' 36" West 42.27 feet;
- 9) North 61° 31' 33" West 63.87 feet;
- 10) North 43° 51' 44" West 98.86 feet;
- 11) North 51° 43' 55" West 126.02 feet;
- 12) North 53° 32' 42" West 54.12 feet;
- 13) North 41° 25' 29" West 75.48 feet;
- 14) North 57° 59' 32" West 220.79 feet;
- 15) North 61° 16' 06" West 334.15 feet;
- 16) North 58° 50' 26" West 89.56 feet;
- 17) South 88° 20' 54" West 113.56 feet;
- 18) North 35° 25' 45" West 133.83 feet;
- 19) North 66° 27' 25" West 106.90 feet;

- 20) North 53° 51' 40" West 380.07 feet;
- 21) North 40° 39' 30" West 181.76 feet;
- 22) North 61° 37' 01" West 63.36 feet;
- 23) North 84° 27' 12" West 151.90 feet;
- 24) South 80° 36' 12" West 131.57 feet;
- 25) South 75° 44' 27" West 127.14 feet;
- 26) South 67° 10' 29" West 166.18 feet;
- 27) North 49° 43' 46" West 107.59 feet;
- 28) North 21° 53' 55" West 30.13 feet;
- 29) North 85° 49' 40" West 101.90 feet;
- 30) South 20° 32' 47" West 17.23 feet;
- 31) South 63° 04' 54" West 93.14 feet;
- 32) North 54° 44' 29" West 113.81 feet;
- 33) North 82° 52' 47" West 325.30 feet;
- 34) North 83° 46' 47" West 238.99 feet;

Thence North 00° 59' 33" East a distance of 229.36 feet to the **TRUE POINT OF BEGINNING**;

Containing 994,158 square feet or 22.823 acres more or less.

Attachment 2A

Boundary Map of the Additional Area

**LEGEND**

- PROPOSED AREA TO BE DE-ANNEXED FROM BOISE URD AND INCLUDED IN THE LAKE URD
- PROPOSED LAKE URD BOUNDARY
- CURRENT RIVER URD BOUNDARY
- X — CURRENT LAKE URD BOUNDARY

**LAKE URD ANNEXATION MAP**  
A Portion of Gov't Lots 1, 2, 3 and the NE 1/4 of Section 10, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho

**NOTES:**

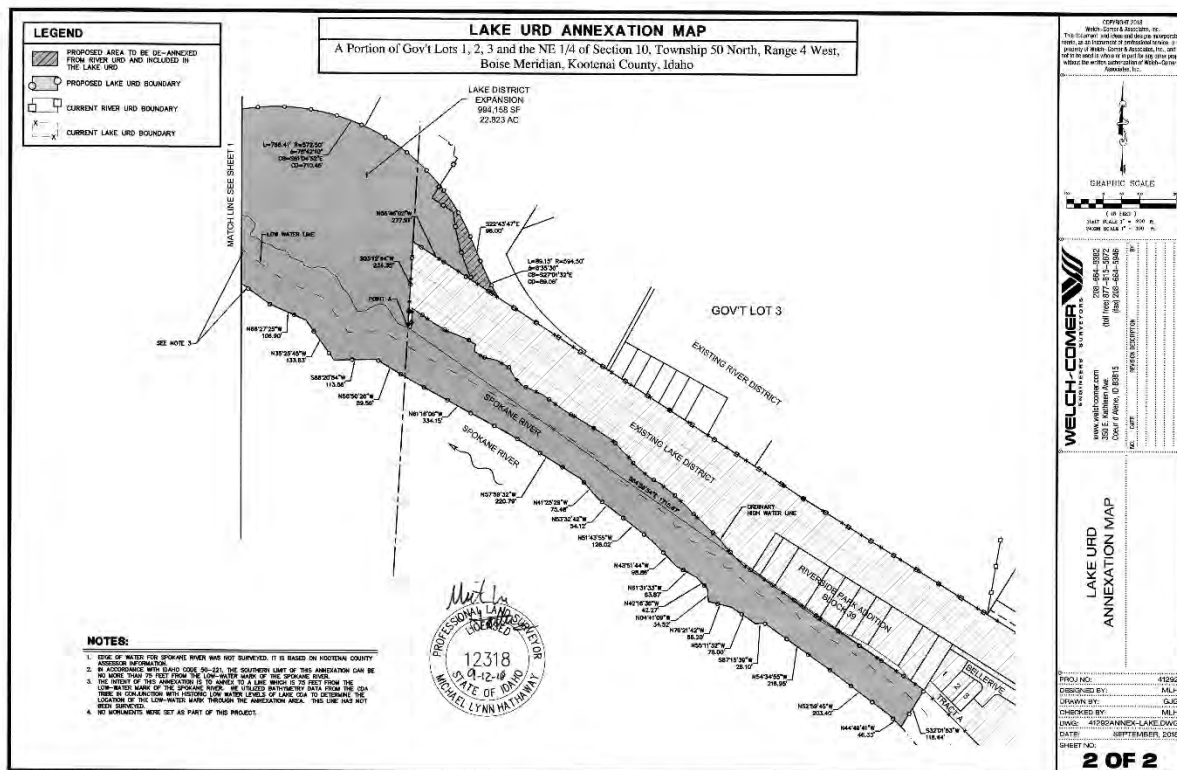
- EDGE OF WATER FOR SPOKANE RIVER WAS NOT SURVEYED. IT IS BASED ON KOOTENAI COUNTY ADJACENT INFORMATION.
- BY ACCORDANCE WITH IDAHO CODE 30-221, THE SOUTHERN LIMIT OF THIS ANNEXATION CAN BE NO MORE THAN 100 FEET FROM THE LOW-WATER MARK OF THE SPOKANE RIVER.
- THE LOCATION OF THE LOW-WATER MARK OF THE SPOKANE RIVER WAS DETERMINED FROM THE LOCATION OF THE LOW-WATER MARK OF THE SPOKANE RIVER AND THE LOCATION OF THE LOW-WATER MARK OF THE SPOKANE RIVER. THIS LINE WAS NOT SURVEYED.
- NO INSTRUMENTS WERE SET AS PART OF THIS PROJECT.

**PROFESSIONAL LAND SURVEYOR**  
12318  
STATE OF IDAHO  
MICHAEL LYNN HATTAWAY

**WELCH-COMER, INC.**  
www.welchcomer.com  
1501 E. Anderson Ave.  
Coeur d'Alene, ID 83815  
PH: 208-768-4399  
FAX: 208-768-4372  
CELL: 208-768-4344  
E: info@welchcomer.com

**LAKE URD ANNEXATION MAP**

**PROJ. NO.:** 42100  
**DESIGNED BY:** JLD  
**DRAWN BY:** JLD  
**CHECKED BY:** JLD  
**DATE:** SEPTEMBER, 2018  
**SHEET NO.:** 1 OF 2



Attachment 5

2018 Update

*Please see duplicative Attachment 5 in Council Bill 18-1027*

Attachment 5B

Second Supplement to the Economic Feasibility Study for the Lake District Urban Renewal Area  
for the Area Added by the Second Amendment

LAKE DISTRICT - FINANCIAL ANALYSIS MODEL

Fiscal Year (FY)	FY2018	FY2019	FY2020	FY2021	FY2022
<b>Tax Increment (TI) Valuation</b>	<b>431,438,126</b>	<b>490,595,071</b>	<b>490,595,071</b>	<b>490,595,071</b>	<b>490,595,071</b>
Levy Rate:					
Total Levy (Percent)	0.010329919	0.0103299	0.0103299	0.0103299	0.0103299
<b>Total TI Revenue (held constant)</b>	<b>4,456,721</b>	<b>5,067,807</b>	<b>5,067,807</b>	<b>5,067,807</b>	<b>5,067,807</b>
Less: Public Art (@ 2%)	89,134	101,356	101,356	101,356	101,356
<b>Equals: net TI revenue to ignite cda</b>	<b>4,367,586</b>	<b>4,966,451</b>	<b>4,966,451</b>	<b>4,966,451</b>	<b>4,966,451</b>
<b>FY Beginning Balance</b>	<b>5,132,732</b>	<b>4,136,619</b>	<b>1,118,096</b>	<b>310,328</b>	<b>546,691</b>
TI Revenue Collected	4,367,586	4,966,451	4,966,451	4,966,451	4,966,451
Other ignite cda Revenue Sources	1,725,450	2,688,500	3,000	3,000	3,000
<b>Total Lake District Revenue</b>	<b>11,225,768</b>	<b>11,791,570</b>	<b>6,087,547</b>	<b>5,279,780</b>	<b>5,516,143</b>
<b>Expense, Capital &amp; Debt Service</b>					
Expense - Administration (2% esc)	99,453	99,900	101,898	103,936	106,015
Expense - Ann. Oper. Expense	364,685	317,985	257,985	147,985	87,985
Expense - Capital Acquisitions	0	0	0	0	0
<b>O&amp;M &amp; Capital Exp.: Sub-Total</b>	<b>464,138</b>	<b>417,885</b>	<b>359,883</b>	<b>251,921</b>	<b>194,000</b>
Debt: WTB Note 2016 series - refinanced	1,814,404	1,814,404	1,814,404	930,023	0
Debt: WTB Note 2017 Series Note (\$10M @ 2.2%)	2,113,848	2,113,848	2,113,848	2,113,848	2,113,848
2017 Series Note Funds: \$10M *	7,600,000	2,400,000	0	0	0
Collaborative Education Facility	0	2,380,000	700,000	700,000	1,400,000
Atlas Waterfront Project **	0	3,860,000	700,000	700,000	1,400,000
4-Corner Master Plan/Midtown/Performing Arts	2,035,450	0	0	0	0
<b>609 Lofts IRA (@75%)</b>	<b>32,758</b>	<b>33,413</b>	<b>34,082</b>	<b>34,763</b>	<b>35,458</b>
609 Lofts interest (cap \$121.5)					
609 Lofts principal (\$405K)	32,758	33,413	34,082	34,763	35,458
<b>Ice Plant IRA (@75%)</b>	<b>50,480</b>	<b>51,489</b>	<b>52,519</b>		
Ice Plant interest (cap \$98.7K)	0				
Ice Plant principal (\$329K)	50,480	51,489	52,519		
<b>Lake Apartments IRA (@--%)</b>					
Lake Apartments interest (cap \$171K)					
Lake Apartments principal (\$569K)					
<b>Coeurlaborate IRA (@75%) [approved 11/16]</b>					
Coeurlaborate interest (cap \$204K)					
Coeurlaborate principal (\$680K)					
<b>Chamber DDA</b>					
Chamber interest (no interest)					
Chamber principal (\$300K)	2,387	2,435	2,483	2,533	2,584
<b>Current OPAs, IRAs: Sub-Total</b>	<b>85,625</b>	<b>87,337</b>	<b>89,084</b>	<b>37,296</b>	<b>38,042</b>
839 3rd & 845 4th Lots (P&I)	249,234				
Library (Jameson) (P&I => FY03)	326,451				
<b>ignite cda Property Debt: Sub-Total</b>	<b>575,685</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>FY Ending Balance</b>	<b>4,136,619</b>	<b>1,118,096</b>	<b>310,328</b>	<b>546,691</b>	<b>370,253</b>

\* = includes funds for downtown parking garage, Memorial grandstand renovation, ignite @ Tilford Lane project, Atlas Waterfront Project.

\*\* = could include funding for public infrastructure (streets, water sewer), sidewalks, site remediation, site preparation, parking, parks, ped/bike trails, riverfront access, docks.

Exhibit 4  
CITY OF COEUR D'ALENE

SUMMARY OF ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO, APPROVING THE SECOND AMENDMENT TO THE SECOND AMENDED AND RESTATED MIDTOWN-NORTHWEST BOULEVARD DOWNTOWN URBAN RENEWAL PLAN NOW REFERRED TO AS THE LAKE DISTRICT URBAN RENEWAL PROJECT PLAN, WHICH SECOND AMENDMENT SEEKS TO ADD PARCELS TO THE EXISTING LAKE DISTRICT PROJECT AREA; WHICH SECOND AMENDMENT INCLUDES REVENUE ALLOCATION FINANCING PROVISIONS; AUTHORIZING THE CITY CLERK TO TRANSMIT A COPY OF THIS ORDINANCE AND OTHER REQUIRED INFORMATION TO COUNTY AND STATE OFFICIALS AND OTHER TAXING ENTITIES; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY; APPROVING THE SUMMARY OF THE ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF COEUR D'ALENE:

Section 1. The above statements are true and correct.

- (a) The Project Area, as defined in the Second Amendment, is a deteriorated or a deteriorating area, as defined in the Law and the Act, and qualifies as an eligible urban renewal area under the Law and Act.
- (b) The rehabilitation, conservation, development and redevelopment of the urban renewal area pursuant to the Second Amendment are necessary in the interests of public health, safety, and welfare of the residents of the City.
- (c) There continues to be a need for the Agency to function in the City.
- (d) The Second Amendment conforms to the Comprehensive Plan of the City of Coeur d'Alene, as amended.
- (e) The Second Amendment gives due consideration to the provision of adequate park and recreation areas and facilities that may be desirable for neighborhood improvement (recognizing the need for overall public improvements, and the proposed public open space), and shows consideration for the health, safety, and welfare of any residents or businesses in the general vicinity of the urban renewal area covered by the Second Amendment.



- (f) The Second Amendment affords maximum opportunity consistent with the sound needs of the City as a whole for the rehabilitation, development and redevelopment of the urban renewal area by private enterprises.
- (g) Pursuant to Idaho Code §§ 50-2007(h) and 50-2008(d)(1), the Second Amendment provides a feasible method for relocation obligations of any displaced families residing within the Project Area and there is not anticipated to be any activity by the Agency that would result in relocation.
- (h) The collective base assessment rolls of the Atlas District Project Area, the area added by the Second Amendment, the area added by the Second Amendment to the Existing River District Project Area, together with the collective base assessment roll values of the Existing Project Areas, do not exceed ten percent (10%) of the assessed values of all the taxable property in the City.
- (i) The area to be added by the Second Amendment does not exceed ten percent (10%) of the geographical area contained within the Existing Lake District Project Area and the area to be added is contiguous to the Existing Lake District Project Area.
- (j) The Second Amendment includes the requirements set out in Idaho Code § 50-2905 with specificity.
- (k) The Second Amendment is sufficiently complete to indicate such land acquisition, demolition and removal of structures, redevelopment, improvements, and rehabilitation as may be proposed to be carried out in the urban renewal area, zoning and planning changes, if any, land uses, maximum densities, building requirements, and any method or methods of financing such plan, which methods may include revenue allocation financing provisions.
- (l) The urban renewal area, which includes the deteriorating area, as defined in Idaho Code §§ 50-2018(9) and 50-2903(8)(f), does not include any agricultural operation for which the Agency has not received a written consent, or has not been used for agricultural purposes for three (3) consecutive years.
- (m) The portion of the Project Area which is identified for non-residential uses is necessary and appropriate to facilitate the proper growth and development standards in accordance with the objectives of the Comprehensive Plan to overcome economic disuse, the need for improved traffic patterns, and the need for the correlation of this area with other areas of the City.

SECTION 2: The City Council finds that the Project Area has a substantial portion of open land, that the Agency may acquire any open land within the Project Area, and that the Project Area is planned to be redeveloped in a manner that will include nonresidential uses, primarily public open space. The City Council finds that portions of the Project Area are deemed “open land,” and that the criteria set forth in the Law and Act have been met.

SECTION 3: The City Council finds that the portion of the Project Area which is identified for nonresidential uses is necessary and appropriate to facilitate the proper growth and development standards in accordance with the objectives of the Coeur d'Alene Comprehensive Plan to overcome economic disuse, the need for improved traffic patterns, and the need for the correlation of this area with other areas of the City.

SECTION 4: The Second Amendment is attached hereto as Exhibit 3 and is made a part hereof, and the same is hereby approved. As directed by the City Council, the City Clerk and/or the Agency may make certain technical corrections or revisions in keeping with the information and testimony presented at the November 20, 2018, hearing and incorporate changes or modifications, if any.

SECTION 5: No direct or collateral action challenging the Second Amendment shall be brought prior to the effective date of this Ordinance or after the elapse of thirty (30) days from and after the effective date of this Ordinance adopting the Second Amendment.

SECTION 6: Upon the effective date of this Ordinance, the City Clerk is authorized and directed to transmit to the County Auditor and Tax Assessor of Kootenai County and to the appropriate officials of the City of Coeur d'Alene, Coeur d'Alene School District #271, Kootenai County, Kootenai County Ambulance, Post Falls Highway District, East Side Highway District, Worley Highway District, North Idaho Junior College, Kootenai County Hospital and the State Tax Commission a copy of this Ordinance, a copy of the legal description of the boundary of the area added, and a map indicating the boundaries of the area added.

SECTION 7: The City Council hereby finds and declares that the Revenue Allocation Area as defined in the Second Amendment, the equalized assessed valuation of which the City Council hereby determines is in and is part of the Second Amendment is likely to continue to increase as a result of the initiation and completion of urban renewal projects pursuant to the Second Amendment.

SECTION 8: The City Council hereby approves and adopts the following statement policy relating to the appointment of City Council members as members of the Agency's Board of Commissioners: If any City Council members are appointed to the Board, they are not acting in an ex officio capacity but, rather, as private citizens who, although they are also members of the City Council, are exercising their independent judgment as private citizens when they sit on the Board. Except for the powers to appoint and terminate Board members and to adopt the Second Amendment, the City Council recognizes that it has no power to control the powers or operations of the Agency.

SECTION 9: So long as any Agency bonds, notes or other obligations are outstanding, the City Council will not exercise its power under Idaho Code § 50-2006 to designate itself as the Agency Board.

SECTION 10: So long as any Agency bonds, notes or other obligations are outstanding, the City Council will not modify the Second Amendment in a manner that would result in a reset

of the base assessment value to current value in the year modification occurs as further set forth in the Act.

**SECTION 11:** This Ordinance shall be in full force and effect immediately upon its passage, approval, and publication and shall be retroactive to January 1, 2018, to the extent permitted by the Law and the Act, with the remaining Existing Lake District Project Area containing a previously adopted revenue allocation financing provision pursuant to the Act that will continue to cause property taxes resulting from any increase in equalized assessed valuation in excess of the equalized assessed valuation as shown on the base assessment roll as of January 1997 for the original 1997 Project Area, and January 2008 for the additional area added in the 2008 Project Area, to be allocated to the Agency for urban renewal purposes.

**SECTION 12:** The provisions of this Ordinance are severable, and if any provision of this Ordinance or the application of such provision to any person or circumstance is declared invalid for any reason, such declaration shall not affect the validity of remaining portions of this Ordinance.

**SECTION 13:** The Summary of this Ordinance, a copy of which is attached hereto as Exhibit 4, is hereby approved.

**SECTION 14:** All ordinances, resolutions, orders or parts thereof in conflict herewith are hereby repealed, rescinded and annulled.

**SECTION 15:** SAVINGS CLAUSE: This ordinance does not affect an action or proceeding commenced or right accrued before this ordinance takes effect.

PASSED by the City Council of the City of Coeur d'Alene, Idaho, on this 4<sup>th</sup> day of December 2018.

APPROVED by the Mayor of the City of Coeur d'Alene, Idaho, on this 4<sup>th</sup> day of December 2018.

#### **EXHIBITS TO THE ORDINANCE**

- |           |   |
|-----------|---|
| Exhibit 1 | Coeur d'Alene Planning Commission Findings and Order Validating Conformity of the Second Amendment to the Second Amended and Restated Midtown-Northwest Boulevard Downtown Urban Renewal Plan now referred to as the Lake District Urban Renewal Project Plan with the City of Coeur d'Alene's Comprehensive Plan |
| Exhibit 2 | Notice Published in the <i>Coeur d'Alene Press</i>  |
| Exhibit 3 | Second Amendment to the Second Amended and Restated Midtown-Northwest Boulevard Downtown Urban Renewal Plan now referred to as the Lake District Urban Renewal Project Plan   |

**SUMMARY OF THE SECOND AMENDMENT TO THE LAKE DISTRICT PLAN**

The Second Amendment (“Second Amendment”) to the Second Amended and Restated Midtown-Northwest Boulevard Downtown Urban Renewal Plan now referred to as the Lake District Urban Renewal Project Plan (“Plan”) was prepared by the Coeur d’Alene Urban Renewal Agency formerly d/b/a Lake City Development Corporation and now d/b/a ignite cda (“Agency”) pursuant to the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended (the “Law”), the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended (the “Act”), and all applicable laws and ordinances and was approved by the Agency. The Second Amendment seeks to add approximately 23 acres of undeveloped land to the existing Lake District Project Area. The Second Amendment proposes that the Agency undertake urban renewal projects, including identifying public facilities for funding, pursuant to the Law. The Second Amendment being considered for adoption contains a revenue allocation financing provision pursuant to the Act, that for the area added will cause property taxes resulting from any increase in equalized assessed valuation in excess of the equalized assessed valuation as shown on the base assessment roll as of January 1, 2018, to be allocated to the Agency for urban renewal purposes. The boundary of the additional area includes both urban renewal and revenue allocation areas. The existing Lake District Project Area contains a previously adopted revenue allocation financing provision pursuant to the Act that will continue to cause property taxes resulting from any increase in equalized assessed valuation in excess of the equalized assessed valuation as shown on the base assessment roll as of January 1997 for the original 1997 Project Area, and January 2008 for the additional area, to be allocated to the Agency for urban renewal purposes.

The general scope and objectives of the Second Amendment are:

The Second Amendment proposes improvements to public infrastructure and other publicly owned assets throughout the expansion area, creating the framework for the development of public facilities and improvements, including, but not limited to, streets, streetscapes, water and sewer improvements, environmental remediation/site preparation, parking, community facilities, parks, pedestrian/bike paths and trails, shoreline stabilization, waterfront access, docks, marina, plazas, and water dog park. There is also one commercially developable parcel, which could support commercial, waterfront, and secondary waterfront commercial, retail area, cultural center, medical facilities, educational facilities, multi-purpose athletic and performance facilities, and other public facilities and improvements.

Any such land uses as described in the Second Amendment will be in conformance with zoning for the City of Coeur d’Alene and the City of Coeur d’Alene’s Comprehensive Plan, as adopted by the City Council, and as may be amended. Land made available will be developed by private enterprises or public agencies as authorized by law. The Second Amendment identifies various public and private improvements which may be made within the Project Area.

The area added to the existing Lake District Project Area and Revenue Allocation Area herein referred to is described as follows:

An area consisting of approximately 23 acres of undeveloped land and into the Spokane River, adjacent and contiguous to the western boundary of the existing Lake District Project Area. The additional area generally follows the Spokane River to the south and then moves inland and parallels the Spokane River on the north until connection with the boundary of the existing Lake District Project Area to the east as more particularly described below.

A portion of Government Lots 1, 2, 3 and the Northeast 1/4 of Section 10, all within Township 50 North, Range 4 West, Boise Meridian, described as follows;

Commencing at the Northwest corner of said Section 10, said corner bears North 89°11'44" West a distance of 2650.43 feet from the North quarter corner of said Section 10; Thence South 14°51'40" East a distance of 842.00 feet to the **TRUE POINT OF BEGINNING.**

Thence South 83° 14' 10" East a distance of 356.74 feet to the beginning of a non-tangent curve to the left having a radius of 2269.50 feet;

Thence easterly along said curve through an arc length of 528.15 feet, a central angle of 13° 20' 01", a chord bearing of South 83° 40' 44" East and a chord distance of 526.96 feet;

Thence North 89° 39' 15" East a distance of 377.65 feet to the beginning of a curve to the right having a radius of 972.50 feet;

Thence easterly along said curve through an arc length of 301.33 feet, a central angle of 17° 45' 11", a chord bearing of South 81° 28' 10" East and a chord distance of 300.12 feet;

Thence South 72° 35' 34" East a distance of 50.45 feet to the beginning of a curve to the left having a radius of 527.50 feet;

Thence easterly along said curve through an arc length of 247.10 feet, a central angle of 26° 50' 23", a chord bearing of South 86° 00' 45" East and a chord distance of 244.85 feet;

Thence North 80° 34' 04" East a distance of 50.00 feet to the beginning of a curve to the right having a radius of 572.50 feet;

Thence southeasterly along said curve through an arc length of 766.41 feet, a central angle of 76° 42' 10", a chord bearing of South 61° 04' 52" East and a chord distance of 710.45 feet;

Thence South 22° 43' 47" East a distance of 96.00 feet to the beginning of a curve to the left having a radius of 594.50 feet;

Thence southeasterly along said curve through an arc length of 89.15 feet, a central angle of 08° 35' 30", a chord bearing of South 27° 01' 32" East and a chord distance of 89.06 feet to the existing Lake District Boundary;

Thence along said Lake District Boundary North 56° 46' 02" West a distance of 277.91 feet;

Thence along said Lake District Boundary South 03° 12' 44" West a distance of 234.35 feet to the ordinary high-water line of Spokane River, said point herein designated as point "A";

Thence southeasterly along said ordinary high-water line to the most westerly corner of the plat of Bellerive as recorded in Book J of Plats, Page 311, records of Kootenai County, said point bears South 54° 59' 54" East a distance of 1715.67 feet from said point 'A';

Thence South 32° 01' 53" West a distance of 118.44 feet to a point which is 75 feet distant when measured perpendicular to the ordinary low water line of the Spokane River; thence parallel with and 75 feet distant from said ordinary low water line the following 34 courses

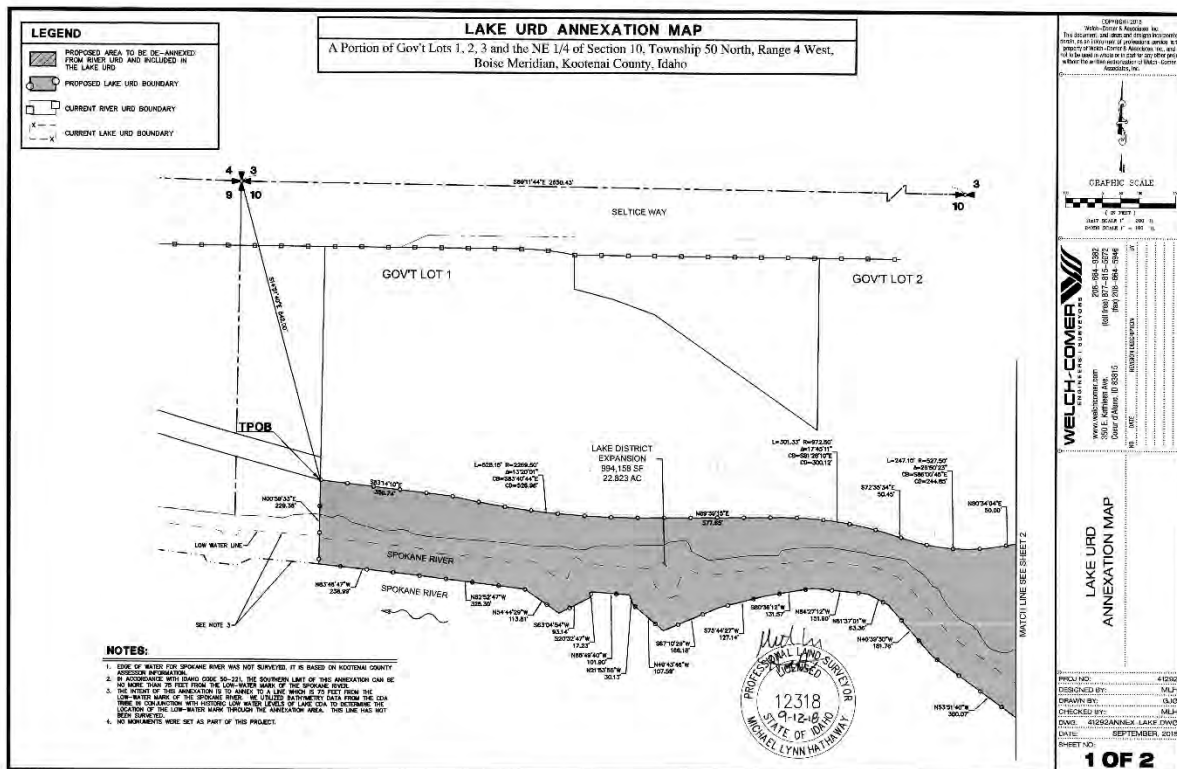
- 1) North 44° 49' 41" West 46.33 feet;
- 2) North 52° 59' 45" West 203.40 feet;
- 3) North 54° 34' 55" West 216.95 feet;
- 4) South 87° 15' 39" West 25.10 feet;
- 5) North 55° 11' 32" West 78.00 feet;
- 6) North 76° 21' 42" West 65.20 feet;
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- 8) North 42° 16' 36" West 42.27 feet;
- 9) North 61° 31' 33" West 63.87 feet;
- 10) North 43° 51' 44" West 98.86 feet;
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- 12) North 53° 32' 42" West 54.12 feet;
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- 14) North 57° 59' 32" West 220.79 feet;
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- 19) North 66° 27' 25" West 106.90 feet;
- 20) North 53° 51' 40" West 380.07 feet;
- 21) North 40° 39' 30" West 181.76 feet;
- 22) North 61° 37' 01" West 63.36 feet;
- 23) North 84° 27' 12" West 151.90 feet;
- 24) South 80° 36' 12" West 131.57 feet;

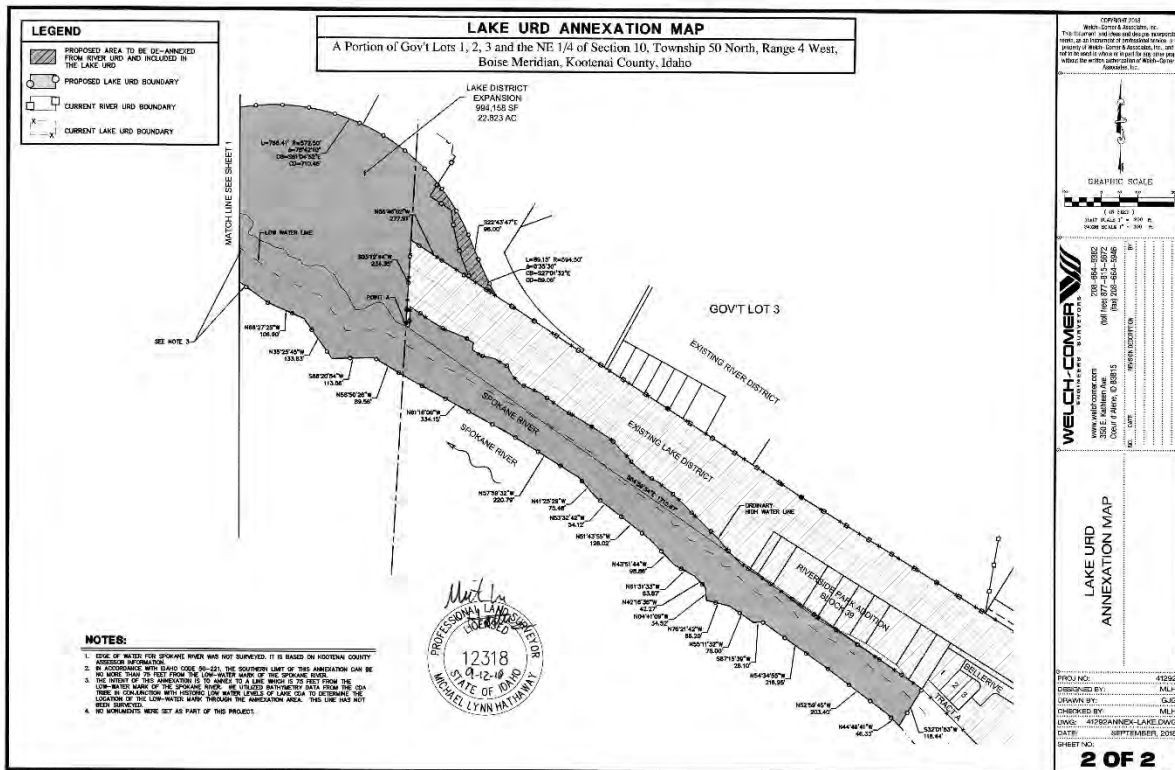
- 25) South 75° 44' 27" West 127.14 feet;
- 26) South 67° 10' 29" West 166.18 feet;
- 27) North 49° 43' 46" West 107.59 feet;
- 28) North 21° 53' 55" West 30.13 feet;
- 29) North 85° 49' 40" West 101.90 feet;
- 30) South 20° 32' 47" West 17.23 feet;
- 31) South 63° 04' 54" West 93.14 feet;
- 32) North 54° 44' 29" West 113.81 feet;
- 33) North 82° 52' 47" West 325.30 feet;
- 34) North 83° 46' 47" West 238.99 feet;

Thence North 00° 59' 33" East a distance of 229.36 feet to the **TRUE POINT OF BEGINNING**;

Containing 994,158 square feet or 22.823 acres more or less.

The area added to the Existing Lake District Project Area is also depicted in the maps below:





Part 1 is amended to update references to the Plan Attachments, the procedural history and the history of the area added by the Second Amendment.

Part 2 is amended to update references to the Project Area maps and legal descriptions.

Part 3 is amended to update the proposed redevelopment actions.

Part 4 updates the type of land uses in the Project Area.

The Second Amendment also contains a significant update to the revenue allocation financing provisions in Part 5. Among other sources, the Second Amendment will utilize revenue allocation financing, authorized by the Act.

Increases in assessed valuation of real and personal property in the area added by the Second Amendment that occur after January 1, 2018, will generate revenue for the Agency to pay project costs. The assessed valuation of real and personal property on the base assessment roll is still available for use by the other taxing districts, City of Coeur d'Alene, Coeur d'Alene School District #271, Kootenai County, Kootenai County Ambulance, Post Falls Highway District, East Side Highway District, Worley Highway District, North Idaho Junior College, Kootenai County Hospital to finance their operations. The Second Amendment authorizes the Agency to sell revenue bonds to finance project costs and to use annual revenue allocations to pay the debt service.



Part 5, Section 1 is added to address the use of revenue allocation funds for membership dues and the support of community economic development.

Attachment 5 is supplemented to include updated 2018 projections through the duration of the Plan and Attachment 5B describes in detail the cost and financing methods for complete repayment of the debt incurred used to finance projects and to also fund the additional described activities for the area added by the Second Amendment.

The Second Amendment follows the underlying zoning classifications of the city of Coeur d'Alene.

Part 6 adds additional cooperative activities by the Agency with the City related to the transfer of real property.

The Second Amendment does not extend the duration of the Existing Lake District Plan, which will terminate on December 31, 2021, except for any revenue allocation proceeds received in calendar year 2022, as contemplated by Idaho Code § 50-2905(7). The termination process is described in Part 6, Section 3 of the Second Amendment.

Part 6, Section 5 is updated to reflect the Agency's updated reporting requirements.

#### **ATTACHMENTS TO THE SECOND AMENDMENT**

Attachment 1A	Legal Description of the Boundaries of the Additional Area
Attachment 2A	Boundary Map of the Additional Area
Attachment 5	2018 Supplement to the Economic Feasibility Study
Attachment 5B	Second Supplement to the Economic Feasibility Study for the Lake District Urban Renewal Area for the Area Added by the Second Amendment

The full text of the Ordinance \_\_\_\_\_ is available at the offices of the City Clerk, City Hall, 710 E. Mullen Avenue, Coeur d'Alene, Idaho, 83814.

This summary is approved by the Coeur d'Alene City Council at its meeting of December 4, 2018.

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Renata McLeod, City Clerk

I, Randall R. Adams, Chief Civil Deputy City Attorney for the City of Coeur d'Alene, Idaho, hereby declare and certify that in my capacity as Chief Civil Deputy City Attorney of the City of Coeur d'Alene, pursuant to Idaho Code Section 50-901A(3) of the Idaho Code as amended, I have reviewed a copy of the above Summary of Ordinance, have found the same to be true and complete, and that said Summary of Ordinance provides adequate notice to the public of the contents, including the exhibits, of Ordinance No. \_\_\_\_\_.

DATED this 4<sup>th</sup> day of December 2018.

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Randall R. Adams, Chief Civil Deputy City Attorney

ORDINANCE NO. \_\_\_\_\_  
COUNCIL BILL NO. 18-1029

AN ORDINANCE OF THE CITY OF COEUR D'ALENE, IDAHO, APPROVING THE URBAN RENEWAL PLAN FOR THE ATLAS URBAN RENEWAL PROJECT, INCLUDING REVENUE ALLOCATION FINANCING PROVISIONS; AND AUTHORIZING THE CITY CLERK TO TRANSMIT A COPY OF THIS ORDINANCE AND OTHER REQUIRED INFORMATION TO COUNTY AND STATE OFFICIALS; PROVIDING SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR THE PUBLICATION OF A SUMMARY OF THE ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on or about August 5, 1997, by Resolution No. 97-151, the City Council (the "City Council") and Mayor of the city of Coeur d'Alene, Idaho (the "City") created an urban renewal agency, the Coeur d'Alene Urban Renewal Agency (formerly d/b/a Lake City Development Corporation and now d/b/a ignite cda, the "Agency"), authorizing it to transact business and exercise the powers granted by the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended (the "Law"), and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended (the "Act"), upon making the findings of necessity required for creating said Agency;

WHEREAS, following notice duly published and a public hearing, the City Council adopted its Ordinance No. 2842 on December 16, 1997, approving the Coeur d'Alene Urban Renewal Plan for Midtown, Northwest Boulevard, and Downtown Urban Renewal Project (the "Lake District Urban Renewal Plan"), and making certain findings;

WHEREAS, following notice duly published and a public hearing, the City Council adopted its Ordinance No. 3154 on November 18, 2003, approving the Lake District Amended and Restated Urban Renewal Plan, and making certain findings, which, in part, extended the termination date from 2012 to 2021;

WHEREAS, following notice duly published and a public hearing, the City Council adopted its Ordinance No. 3155 on November 18, 2003, approving the River District Redevelopment Plan, and making certain findings;

WHEREAS, following notice duly published and a public hearing, the City Council adopted its Ordinance No. 3337 on August 19, 2008, approving the Lake District Second Amended and Restated Urban Renewal Plan, and making certain findings;

WHEREAS, following notice duly published and a public hearing, the City Council adopted its Ordinance No. 3542 on July 13, 2016, approving the First Amendment to the Lake District Second Amended and Restated Urban Renewal Plan for the purpose of deannexing certain parcels from the existing revenue allocation area;

WHEREAS, following notice duly published and a public hearing, the City Council adopted its Ordinance No. 3543 on July 13, 2016, approving the First Amendment to the River

District Redevelopment Plan for the purpose of deannexing certain parcels from the existing revenue allocation area;

WHEREAS, following notice duly published and a public hearing, the City Council adopted its Ordinance No. [\_\_\_\_] on December 4, 2018, approving the Second Amendment to the River District Redevelopment Plan for the purpose of 1) deannexing three (3) separate strips of land along the boundary of the existing revenue allocation area; and 2) to add two areas of land contiguous to the existing revenue allocation area (collectively, the “River District Redevelopment Plan, and the amendments thereto, are referred to as the “River District Plan”);

WHEREAS, following notice duly published and a public hearing, the City Council adopted its Ordinance No. [\_\_\_\_] on December 4, 2018, approving the Second Amendment to the Lake District Second Amended and Restated Urban Renewal Plan for the purpose of adding area to the existing revenue allocation area (collectively, the “Lake District Urban Renewal Plan, and the amendments thereto, are referred to as the “Lake District Plan”);

WHEREAS, the above referenced Lake District Plan and River District Plan and their project areas are collectively referred to as the Existing Project Areas, and individually referred to as the Existing Lake District Project Area and the Existing River District Project Area;

WHEREAS, pursuant to Idaho Code § 50-2008, an urban renewal project may not be planned or initiated unless the local governing body has, by resolution, determined such area to be a deteriorated area or deteriorating area, or combination thereof, and designated such area as appropriate for an urban renewal project;

WHEREAS, an urban renewal plan shall (a) conform to the general plan for the municipality as a whole, except as provided in § 50-2008(g), Idaho Code; and (b) shall be sufficiently complete to indicate such land acquisition, demolition and removal of structures, redevelopment, improvements, and rehabilitation as may be proposed to be carried out in the urban renewal area, zoning and planning changes, if any, land uses, maximum densities, building requirements, and any method or methods of financing such plan, which methods may include revenue allocation financing provisions;

WHEREAS, Idaho Code § 50-2906, also requires that in order to adopt an urban renewal plan containing a revenue allocation financing provision, the local governing body must make a finding or determination that the area included in such plan is a deteriorated area or deteriorating area;

WHEREAS, based on inquiries and information presented, the City and Agency commenced certain discussions concerning examination of an area as appropriate for an urban renewal project;

WHEREAS, the Atlas Mill Site, also known as the Stimson Mill Site, located adjacent to the Spokane River and previously used for lumber mill operations for more than 100 years, was originally examined for eligibility by Harlan Mann in April 2003 as part of a larger area. A portion of the area studied ultimately was included within the boundaries of the River District Project Area;

WHEREAS, in 2014, the Agency authorized Panhandle Area Council, Inc. (“PAC”), to commence an eligibility study and preparation of an eligibility report for the area referred to as the Atlas Mill Site and surrounding properties;

WHEREAS, the Agency obtained the Atlas Mill Site Urban Renewal Eligibility Report in March 2014 (the “2014 Report”), which examined an area known as the Atlas Mill Site Urban Renewal Project Area for the purpose of determining whether such area was a deteriorating area and/or a deteriorated area as defined by Idaho Code Sections 50-2018(9) and 50-2903(8);

WHEREAS, the 2014 Report was submitted to the Agency and adopted on March 19, 2014 by Resolution No. 14-01;

WHEREAS, after the Agency action in March 2014, no further activity took place;

WHEREAS, based on additional inquiries and information presented, the Agency authorized PAC to commence an eligibility study and preparation of an eligibility report for the area still referred to as the Atlas Mill Site, but including areas not previously studied (the “Revised Atlas Mill Site”);

WHEREAS, the Agency obtained the Atlas Mill Site Urban Renewal Eligibility Report (the “2017 Report”), which examined the Revised Atlas Mill Site for the purpose of determining whether such area was a deteriorating area and/or a deteriorated area as defined by Idaho Code Sections 50-2018(9) and 50-2903(8);

WHEREAS, pursuant to Idaho Code §§ 50-2018(9) and 50-2903(8), which define a deteriorating area and a deteriorated area, many of the conditions necessary to be present in such an area are found in the Revised Atlas Mill Site, *i.e.*,

- a. faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
- b. unsanitary or unsafe conditions;
- c. existence of conditions which endanger life or property by fire and other causes;  
and
- d. any combination of such factors;

WHEREAS, the Revised Atlas Mill Site has a substantial portion of open land;

WHEREAS, under the Act a deteriorated area includes any area which consists of open land which, because of obsolete platting, diversity of ownership, deterioration of structures or improvements, or otherwise, results in economic underdevelopment of the area or substantially impairs or arrests the sound growth of a municipality;

WHEREAS, Idaho Code §§ 50-2018(9), 50-2903(8) and 50-2008(d) list the additional conditions applicable to open land areas, which are the same or similar to the conditions set forth above;

WHEREAS, such additional conditions regarding open land areas are present and are found in the Revised Atlas Mill Site;

WHEREAS, the effects of the listed conditions cited in the 2017 Report result in economic underdevelopment of the area, substantially impairs or arrests the sound growth of a municipality, constitutes an economic or social liability, and is a menace to the public health, safety, morals, or welfare in its present condition or use;

WHEREAS, under the Law and Act, Idaho Code §§ 50-2018(9) and 50-2903(8)(f), the definition of a deteriorated area or a deteriorating area shall not apply to any agricultural operation as defined in Idaho Code § 22-4502(1) absent the consent of the owner of the agricultural operation except for an agricultural operation that has not been used for three (3) consecutive years;

WHEREAS, the Revised Atlas Mill Site did not include any parcels subject to such consent;

WHEREAS, the Agency Board, on May 10, 2017, adopted Resolution No. 17-04 accepting the 2017 Report and authorized the Agency Chair or Executive Director to transmit the 2017 Report to the City Council requesting its consideration for designation of an urban renewal area and requesting the City Council to direct the Agency to prepare an urban renewal plan or plan amendments for the Revised Atlas Mill Site, which plan may include a revenue allocation area as allowed by the Act;

WHEREAS, the City Council, by Resolution No. 17-036, dated May 16, 2017, declared the Revised Atlas Mill Site described in the 2017 Report to be a deteriorated area or deteriorating area as defined by Chapters 20 and 29, Title 50, Idaho Code, as amended, that such area is appropriate for an urban renewal project and directed the Agency to commence preparation of an urban renewal plan or plan amendment for the area designated;

WHEREAS, through an open and public process, representatives from the City, Agency, and other stakeholder groups determined the portion of the Revised Atlas Mill Site owned by the City would be developed more effectively and efficiently by dividing the area and establishing a new urban renewal project referred to as the Urban Renewal Plan for the Atlas Urban Renewal Project (“Atlas Plan”), and to amend the Existing River District Plan to add and remove geographic area pursuant to Idaho Code § 50-2033 and to amend the Existing Lake District Plan to add geographic area pursuant to Idaho Code § 50-2033;

WHEREAS, the Agency has embarked on an urban renewal project referred to as the Atlas Plan to redevelop an area that is currently in the City, pursuant to the Law and the Act, as amended;

WHEREAS, simultaneous with the creation of the Atlas Plan, the Agency has prepared a plan amendment for the Existing River District Project Area, the Second Amendment to the River District Redevelopment Plan, for the purpose of 1) deannexing three (3) separate strips of

land along the boundary of the existing revenue allocation area; and 2) to add two areas of land contiguous to the existing revenue allocation area;

WHEREAS, simultaneous with the creation of the Atlas Plan, the Agency has prepared a plan amendment for the Existing Lake District Project Area, the Second Amendment to the Lake District Second Amended and Restated Urban Renewal Plan for the purpose of adding area to the existing revenue allocation area;

WHEREAS, the Atlas Plan proposes to create an urban renewal area commonly known as the Atlas District Project Area, which area is shown on the Project Area and Revenue Allocation Boundary Map and generally described in the Description of the Project Area and Revenue Allocation Area, which are attached to the Atlas Plan as Attachments 1 and 2 respectively. The Atlas District Project Area will include two (2) of the areas deannexed from the Existing River District Project Area and the Second Amendment to the Lake District Plan will include one (1) of the deannexed areas;

WHEREAS, in order to implement the provisions of the Act and the Law either the Agency may prepare a plan, or any person, public or private, may submit such plan to the Agency;

WHEREAS, the Act authorizes the Agency to adopt revenue allocation financing provisions as part of an urban renewal plan;

WHEREAS, the Atlas Plan contains revenue allocation financing provisions as allowed by the Act;

WHEREAS, in order to implement the provisions of the Act, the Agency has prepared and adopted the Atlas Plan and submitted the Atlas Plan and recommendation for approval thereof to the City;

WHEREAS, the Agency Board considered all comment and information submitted to the Agency during several Board meetings and at the Board meeting held on September 27, 2018;

WHEREAS, on September 27, 2018, the Agency Board passed Resolution No. 18-08 proposing and recommending approval of the Atlas Plan;

WHEREAS, the Agency submitted the Atlas Plan to the Mayor and City Council;

WHEREAS, the Mayor and City Clerk have taken the necessary action to process the Atlas Plan;

WHEREAS, pursuant to the Law, at a meeting held November 13, 2018, the Coeur d'Alene Planning and Zoning Commission considered the Atlas Plan and found that the Atlas Plan is in all respects in conformity with the Comprehensive Plan and forwarded its findings to the City Council. A copy of the Finding is attached hereto as Exhibit 1;

WHEREAS, notice of the public hearing of the River District Plan was caused to be

published in the *Coeur d'Alene Press* on October 19 and November 2, 2018, a copy of said notice being attached hereto as Exhibit 2;

WHEREAS, as of October 19, 2018, the Atlas Plan was submitted to the affected taxing entities, available to the public, and under consideration by the City Council;

WHEREAS, the City Council during its regular meeting of November 20, 2018, held such public hearing;

WHEREAS, Idaho Code Section 50-2018(18) states that an urban renewal agency cannot exercise jurisdiction over any area outside the city limits without the approval, in this instance, of Kootenai County, Idaho, declaring the need for an urban renewal plan for the proposed area;

WHEREAS, in 2018, the City purchased the portions of the Revised Atlas Mill Site lying outside the City limits, which property was formally annexed into the City as of October 20, 2018;

WHEREAS, though portions of the Revised Atlas Mill Site were outside the City limits at the time the Agency Board adopted the Atlas Plan, because the property was acquired by the City and was formally annexed into the City as of October 20, 2018, no formal resolution from Kootenai County, Idaho, was necessary;

WHEREAS, as required by Idaho Code §§ 50-2905 and 50-2906, the Atlas Plan contains the following information with specificity which was made available to the general public and all taxing districts prior to the public hearing on November 20, 2018, the regular meeting of the City Council, at least thirty (30) days but no more than sixty (60) days prior to the date set for final reading of the ordinance: (1) a statement describing the total assessed valuation of the base assessment roll of the revenue allocation area and the total assessed valuation of all taxable property within the municipality; (2) a statement listing the kind, number, and location of all proposed public works or improvements within the revenue allocation area; (3) an economic feasibility study; (4) a detailed list of estimated project costs; (5) a fiscal impact statement showing the impact of the revenue allocation area, both until and after the bonds are repaid, upon all taxing districts levying taxes upon property in the revenue allocation area; and (6) a description of the methods of financing all estimated project costs and the time when related costs or monetary obligations are to be incurred; (7) a termination date for the plan and the revenue allocation area as provided for in Idaho Code § 50-2903(20); and (8) a description of the disposition or retention of any assets of the agency upon the termination date;

WHEREAS, the Atlas Plan authorizes certain projects to be financed by revenue allocation bonds or loans and proceeds from revenue allocation;

WHEREAS, appropriate notice of the Atlas Plan and revenue allocation provision contained therein has been given to the taxing districts and to the public as required by Idaho Code Sections 50-2008 and 50-2906;

WHEREAS, it is necessary and in the best interests of the citizens of the City to



recommend approval of the Atlas Plan and to adopt, as part of the Atlas Plan, revenue allocation financing provisions that will help finance urban renewal projects to be completed in accordance with the Atlas Plan in order to (1) encourage private development in the urban renewal area; (2) to prevent and arrest decay of the Atlas District Project Area due to the inability of existing financing methods to provide needed public improvements; (3) to encourage taxing districts to cooperate in the allocation of future tax revenues arising in the Atlas District Project Area in order to facilitate the long-term growth of their common tax base; (4) to encourage the long-term growth of their common tax base; (5) to encourage private investment within the City and (6) to further the public purposes of the Agency;

WHEREAS, the City Council finds that the equalized assessed valuation of the taxable property in the revenue allocation area described in Attachments 1 and 2 of the Atlas Plan is likely to increase as a result of initiation of urban renewal projects in accordance with the Atlas Plan;

WHEREAS, under the Law and Act, any such plan should provide for (1) a feasible method for the location of families who will be displaced from the urban renewal area in decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families; (2) conform to the general plan of the municipality as a whole; (3) give due consideration to the provision of adequate park and recreational areas and facilities that may be desirable for neighborhood improvement, with special consideration for the health, safety and welfare of the children residing in the general vicinity of the site covered by the plan; and (4) afford maximum opportunity, consistent with the sound needs of the municipality as a whole, for the rehabilitation or redevelopment of the urban renewal area by private enterprise;

WHEREAS, if the urban renewal area consists of an area of open land to be acquired by the urban renewal agency, such area shall not be so acquired unless (1) if it is to be developed for residential uses, the local governing body shall determine that a shortage of housing of sound standards and design which is decent, safe and sanitary exists in the municipality; that the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas; that the conditions of blight in the area and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime and constitute a menace to the public health, safety, morals, or welfare; and that the acquisition of the area for residential uses is an integral part of and essential to the program of the municipality, or (2) if it is to be developed for nonresidential uses, the local governing body shall determine that such nonresidential uses are necessary and appropriate to facilitate the proper growth and development of the community in accordance with sound planning standards and local community objectives, which acquisition may require the exercise of governmental action, as provided in this act, because of defective or unusual conditions of title, diversity of ownership, tax delinquency, improper subdivisions, outmoded street patterns, deterioration of site, economic disuse, unsuitable topography or faulty lot layouts, the need for the correlation of the area with other areas of a municipality by streets and modern traffic requirements, or any combination of such factors or other conditions which retard development of the area;

WHEREAS, the collective base assessment rolls for the revenue allocation areas under the Atlas District Project Area and the Existing Project Areas cannot exceed ten percent (10%) of the assessed values of all the taxable property in the City;

WHEREAS, the City Council at its regular meeting held on November 20, 2018, considered the Atlas Plan as proposed and made certain comprehensive findings.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF COEUR D'ALENE:

SECTION 1: It is hereby found and determined that:

- (a) The Atlas District Project Area, as defined in the Atlas Plan, is a deteriorated or a deteriorating area, as defined in the Law and the Act, and qualifies as an eligible urban renewal area under the Law and Act.
- (b) The rehabilitation, conservation, development and redevelopment of the urban renewal area pursuant to the Atlas Plan are necessary in the interests of public health, safety, and welfare of the residents of the City.
- (c) There continues to be a need for the Agency to function in the City.
- (d) The Atlas Plan conforms to the Comprehensive Plan of the City of Coeur d'Alene, as amended.
- (e) The Atlas Plan gives due consideration to the provision of adequate park and recreation areas and facilities that may be desirable for neighborhood improvement (recognizing the mixed use components of the Atlas Plan, the need for overall public improvements, and the proposed public open space), and shows consideration for the health, safety, and welfare of any residents or businesses in the general vicinity of the urban renewal area covered by the Atlas Plan.
- (f) The Atlas Plan affords maximum opportunity consistent with the sound needs of the City as a whole for the rehabilitation, development and redevelopment of the urban renewal area by private enterprises.
- (g) Pursuant to Idaho Code §§ 50-2007(h) and 50-2008(d)(1), the Atlas Plan provides a feasible method for relocation obligations of any displaced families residing within the Atlas District Project Area and there is not anticipated to be any activity by the Agency that would result in relocation.
- (h) The collective base assessment rolls of the Atlas District Project Area, the area added by the Second Amendment to the Existing River District Project Area, the area added by the Second Amendment to the Existing Lake District Project Area, together with the collective base assessment roll values of the Existing Project Areas, do not exceed ten percent (10%) of the assessed values of all the taxable

property in the City.

- (i) The Atlas Plan includes the requirements set out in Idaho Code § 50-2905 with specificity.
- (j) The Atlas Plan is sufficiently complete to indicate such land acquisition, demolition and removal of structures, redevelopment, improvements, and rehabilitation as may be proposed to be carried out in the urban renewal area, zoning and planning changes, if any, land uses, maximum densities, building requirements, and any method or methods of financing such plan, which methods may include revenue allocation financing provisions.
- (k) The urban renewal area, which includes the deteriorating area, as defined in Idaho Code §§ 50-2018(9) and 50-2903(8)(f), does not include any agricultural operation for which the Agency has not received a written consent, or has not been used for agricultural purposes for three (3) consecutive years.
- (l) The portion of the Atlas District Project Area which is identified for non-residential uses is necessary and appropriate to facilitate the proper growth and development standards in accordance with the objectives of the Comprehensive Plan to overcome economic disuse, the need for improved traffic patterns, and the need for the correlation of this area with other areas of the City.
- (m) The portion of the Atlas District Project Area which is identified for residential uses is necessary and appropriate as there is a shortage of housing of sound standards and design which is decent, safe and sanitary in the City; that the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas; that the conditions of blight in the area and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime and constitute a menace to the public health, safety, morals, or welfare; and that the acquisition of the area for residential uses is an integral part of and essential to the program of the City.

SECTION 2: The City Council finds that the Atlas District Project Area has a substantial portion of open land, that the Agency may acquire any open land within the Atlas District Project Area, and that the Atlas District Project Area is planned to be redeveloped in a manner that will include both residential and nonresidential uses. The City Council finds that portions of the Atlas District Project Area are deemed “open land,” and that the criteria set forth in the Law and Act have been met.

SECTION 3: The City Council finds that one of the Atlas Plan objectives to increase the residential opportunity does meet the sound needs of the City and will provide housing opportunity in an area that does not now contain such opportunity, and the portion of the Atlas District Project Area which is identified for nonresidential uses is necessary and appropriate to facilitate the proper growth and development standards in accordance with the objectives of the Coeur d’Alene Comprehensive Plan to overcome economic disuse, the need for improved traffic

patterns, and the need for the correlation of this area with other areas of the City.

SECTION 4: The Atlas Plan is attached hereto as Exhibit 3 and is made a part hereof, and the same is hereby approved. As directed by the City Council, the City Clerk and/or the Agency may make certain technical corrections or revisions in keeping with the information and testimony presented at the November 20, 2018, hearing and incorporate changes or modifications, if any.

SECTION 5: No direct or collateral action challenging the Atlas Plan shall be brought prior to the effective date of this Ordinance or after the elapse of thirty (30) days from and after the effective date of this Ordinance adopting the Atlas Plan.

SECTION 6: Upon the effective date of this Ordinance, the City Clerk is authorized and directed to transmit to the County Auditor and Tax Assessor of Kootenai County and to the appropriate officials of the City of Coeur d'Alene, Coeur d'Alene School District #271, Kootenai County, Kootenai County Ambulance, Post Falls Highway District, North Idaho Junior College, Kootenai County Hospital and the State Tax Commission a copy of this Ordinance, a copy of the legal description of the boundaries of the Revenue Allocation Area, and a map or plat indicating the boundaries of the Revenue Allocation Area.

SECTION 7: The City Council hereby finds and declares that the Revenue Allocation Area as defined in the Atlas Plan, the equalized assessed valuation of which the City Council hereby determines is in and is part of the Atlas Plan is likely to continue to increase as a result of the initiation and completion of urban renewal projects pursuant to the Atlas Plan.

SECTION 8: The City Council hereby approves and adopts the following statement policy relating to the appointment of City Council members as members of the Agency's Board of Commissioners: If any City Council members are appointed to the Board, they are not acting in an ex officio capacity but, rather, as private citizens who, although they are also members of the City Council, are exercising their independent judgment as private citizens when they sit on the Board. Except for the powers to appoint and terminate Board members and to adopt the Atlas Plan, the City Council recognizes that it has no power to control the powers or operations of the Agency.

SECTION 9: So long as any Agency bonds, notes or other obligations are outstanding, the City Council will not exercise its power under Idaho Code § 50-2006 to designate itself as the Agency Board.

SECTION 10: So long as any Agency bonds, notes or other obligations are outstanding, the City Council will not modify the Atlas Plan in a manner that would result in a reset of the base assessment value to current value in the year modification occurs as further set forth in the Act.

SECTION 11: This Ordinance shall be in full force and effect immediately upon its passage, approval, and publication and shall be retroactive to January 1, 2018, to the extent permitted by the Act.

SECTION 12: The provisions of this Ordinance are severable, and if any provision of this Ordinance or the application of such provision to any person or circumstance is declared invalid for any reason, such declaration shall not affect the validity of remaining portions of this Ordinance.

SECTION 13: All ordinances, resolutions, orders or parts thereof in conflict herewith are hereby repealed, rescinded and annulled.

SECTION 14: SAVINGS CLAUSE: This ordinance does not affect an action or proceeding commenced or right accrued before this ordinance takes effect.

APPROVED, ADOPTED and SIGNED this 4<sup>th</sup> day of December, 2018.

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Steve Widmyer, Mayor

ATTEST:

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Renata McLeod, City Clerk

Exhibit 1

RECOMMENDATION FINDING THE ATLAS PLAN  
IN CONFORMITY WITH COMPREHENSIVE PLAN

## COEUR D'ALENE PLANNING COMMISSION

### FINDINGS AND ORDER

#### URBAN RENEWAL PLAN FOR THE ATLAS URBAN RENEWAL PROJECT

##### A. INTRODUCTION

This matter came before the Planning Commission on November 13, 2018 on a request for review of the Urban Renewal Plan for the Atlas Urban Renewal Project of the Coeur d'Alene Urban Renewal Agency, doing business as ignite cda, and the City of Coeur d'Alene. The Planning Commission has reviewed the request for conformity with the City of Coeur d'Alene's Comprehensive Plan and now forwards to the City Council its recommendations.

##### APPLICANTS: CITY AND IGNITE CDA

##### B. FINDINGS: JUSTIFICATION FOR THE DECISION/CRITERIA, STANDARDS AND FACTS RELIED UPON

The Planning Commission met to consider whether the Plan conforms with the Comprehensive Plan for the City as required by Idaho Code Section 50-2008(b); and

The Planning Commission has reviewed said Plan in light of the Comprehensive Plan; and

The Planning Commission has determined that the Plan is in all respects in conformity with the Comprehensive Plan.

In considering this request, the following Comprehensive Plan goals and objectives should be considered:

##### **Goal #1: Natural Environment**

Our Comprehensive Plan supports policies that preserve the beauty of our natural environment and enhance the beauty of Coeur d'Alene.

##### **Objective 1.01 Environmental Quality:**

Minimize potential pollution problems such as air, land, water, or hazardous materials.

##### **Objective 1.02 Water Quality:**

Protect the cleanliness and safety of the lakes, rivers, watersheds, and the aquifer.

##### **Objective 1.03 Waterfront Development:**

Encourage public and private development to incorporate and provide ample public access, both physical and visual, to the lakes and rivers.

##### **Objective 1.04 Waterfront Development:**

Provide strict protective requirements for all public and private waterfront developments.

##### **Objective 1.05 Vistas:**

Protect the key vistas and view corridors of the hillside and water fronts that make Coeur d'Alene unique.

**Objective 1.09 Parks:**

Provide an ample supply of urbanized open space in the form of squares, beaches, greens, and parks whose frequent use is encouraged by placement, design, and access.

**Objective 1.11 Community Design:**

Employ current design standards for development that pay close attention to context, sustainability, urban design, and pedestrian access and usability throughout the city.

**Objective 1.12 Community Design:**

Support the enhancement of existing urbanized areas and discourage sprawl

**Objective 1.13 Open Space:**

Encourage all participants to make open space a priority with every development and annexation.

**Objective 1.14 Efficiency:**

Promote the efficient use of existing infrastructure, thereby reducing impacts to undeveloped areas.

**Objective 1.15 Natural Terrain:**

Wherever possible, the natural terrain, drainage, vegetation should be preserved with superior examples featured within parks and open space.

**Objective 1.16 Connectivity:**

Promote bicycle and pedestrian connectivity and access between neighborhoods, open spaces, parks, and trails systems.

**Objective 1.17 Hazardous Areas:**

Areas susceptible to hazardous conditions (e.g. flooding, landslides, earthquakes, etc.) should be left in a natural state unless impacts are mitigated.

**Goal #2: Economic Environment**

Our Comprehensive Plan preserves the city's quality workplaces and policies, and promotes opportunities for economic growth.

**Objective 2.01 Business Image & Diversity:**

Welcome and support a diverse mix of quality professional, trade, business, and service industries, while protecting existing uses of these types from encroachment by incompatible land uses.

**Objective 2.02 Economic & Workforce Development:**

Plan suitable zones and mixed use areas, and support local workforce development and housing to meet the needs of business and industry.

**Objective 2.03 Business Enhancement & Urban Renewal:**

Support the efforts of local and regional economic development agencies such as Jobs Plus, Inc. and Ignite cda.

**Objective 2.05 Pedestrian & Bicycle Environment:**

Plan for multiple choices to live, work, and recreate within comfortable walking/biking distances.

**Objective 2.06 Cooperative Partnerships:**

Encourage public/private partnerships to procure open space for the community while enhancing business opportunities.



**Goal #3: Home Environment**

Our Comprehensive Plan preserves the qualities that make Coeur d'Alene a great place to live.

**Objective 3.01 Managed Growth:**

Provide for a diversity of suitable housing forms within existing neighborhoods to match the needs of a changing population.

**Objective 3.02 Managed Growth:**

Coordinate planning efforts with our neighboring cities and Kootenai County, emphasizing connectivity and open spaces.

**Objective 3.05 Neighborhoods:**

Protect and preserve existing neighborhoods from incompatible land uses and developments.

**Objective 3.06 Neighborhoods:**

Protect the residential character of neighborhoods by allowing residential/commercial /industrial transition boundaries at alleyways or along back lot lines if possible.

**Objective 3.08 Housing:**

Design new housing areas to meet the city's need for all income and family status categories.

**Objective 3.13 Parks:**

Support the development acquisition and maintenance of property and facilities for current and future use, as described in the Parks Master Plan.

**Objective 3.14 Recreation:**

Encourage city-sponsored and/or private recreation facilities for citizens of all ages. This includes sports fields and facilities, hiking and biking pathways, open space, passive parks, and water access for people and boats.

**Objective 3.16 Capital Improvements:**

Ensure infrastructure and essential services are available for properties in development.

**Objective 3.18 Transportation:**

Provide accessible, safe and efficient traffic circulation for motorized, bicycle and pedestrian modes of transportation, requesting input from authoritative districts and neighboring communities when applicable.

**Goal #4: Administrative Environment**

Our Comprehensive Plan advocates efficiency and quality management.

**Objective 4.01 City Services:**

Make decisions based on the needs and desires of the citizenry.

**Objective 4.03 Project Financing:**

Manage in-house finances (and appropriate outside funding, when necessary).

**C. ORDER: CONCLUSION AND DECISION**

The Planning Commission, pursuant to the foregoing Findings concludes that the Urban Renewal Plan for the Atlas Urban Renewal Project **is** in conformity with the Comprehensive Plan and therefore forwards this recommendation to the City Council.

Motion by Fleming, seconded by Luttropp, to adopt the foregoing Findings and Order.

**ROLL CALL:**

Commissioner Fleming	Voted Yes
Commissioner Ingalls	Voted Yes
Commissioner Luttropp	Voted Yes
Commissioner Mandel	Voted Yes
Commissioner Rumpler	Voted Yes
Commissioner Ward	Voted Yes

Motion to approve carried by a 6 to 0 vote.

  
CHAIRMAN TOM MESSINA

Exhibit 2

NOTICE PUBLISHED IN COEUR D'ALENE PRESS

**AFFIDAVIT OF PUBLICATION**

STATE OF IDAHO

County of Kootenai

)  
) ss.  
)

Ashley Kinzer, being first duly sworn upon oath, deposes and states:

1. I am now and at all times hereinafter mentioned was a citizen of the United States, resident of the State of Idaho, over the age of twenty-one years and not a party of the above entitled action.

2. I am now and at all times hereinafter mentioned was the printer (principal clerk) of the "Coeur d'Alene Press", a newspaper printed and published daily in Coeur d'Alene, Kootenai County, Idaho, and having a general circulation in said county.

3. The Legal Notice of which the annexed is a printed copy, was published in the regular Friday issue of said newspaper for 2 consecutive week commencing on the 19 day of October, 2016, and ending on the 2 day of November, 2016, and such publication was made as often during said period as said daily newspaper was regularly issued.

4. That said newspaper has been continuously and uninterruptedly published in said Kootenai County, during a period of more than seventy-eight consecutive weeks immediately prior to the first publication of said notice

Ashley Kinzer  
On this 2 day of November in the year of 2016 before me, a Notary Public, personally appeared Ashley Kinzer, known or identified to me to be the person whose name subscribed to the within instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledged to me that he executed the same.



Katrina George  
Notary Public for the State of Idaho  
Residing in Coeur d'Alene, Idaho

MY COMMISSION EXPIRES 8/29/23

**NOTICE OF REGULAR MEETING AND PUBLIC HEARING BY THE CITY COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO TO CONSIDER THE URBAN RENEWAL PLAN FOR THE ATLAS DISTRICT URBAN RENEWAL PROJECT OF THE COEUR D'ALENE URBAN RENEWAL AGENCY, DOING BUSINESS AS IGNITE CDA**

NOTICE IS HEREBY GIVEN that the City Council ("City Council") of the City of Coeur d'Alene, Idaho ("City") will hold, during its regular meeting, a public hearing in the Library Community Room, 702 E. Front Avenue, Coeur d'Alene, Idaho, 83814 on Tuesday, November 20, 2018, at 6:00 p.m., to consider for adoption the Urban Renewal Plan for the Atlas District Urban Renewal Project (the "Plan"), of the Coeur d'Alene Urban Renewal Agency, doing business as Ignite CDA ("Agency"). The Plan proposes that the Agency undertake urban renewal projects, including identifying public facilities for funding, pursuant to the Idaho Urban Renewal Law of 1965, chapter 20, title 50, Idaho Code, as amended. The Plan being considered for adoption contains a revenue allocation financing provision pursuant to the Local Economic Development Act, chapter 29, title 50, Idaho Code, as amended, that will cause property taxes resulting from any increase in equalized assessed valuation in excess of the equalized assessed valuation as shown on the base assessment roll as of January 1, 2018, to be allocated to the Agency for urban renewal purposes. The boundary includes both urban renewal and revenue allocation areas. The Agency has adopted and recommended approval of the Plan. The City Council will also be considering the first reading of an Ordinance to adopt the Plan at the meeting scheduled for November 20, 2018, at 6:00 p.m., and will also be considering the consolidated second reading and third reading of an Ordinance to adopt the Plan at the meeting scheduled for Tuesday, December 4, 2018, at 6:00 p.m.

The general scope and objectives of the Plan are:

The Plan proposes improvements to public infrastructure and other publicly owned assets throughout the Project Area, creating the framework for the development of mixed-use, residential, commercial, secondary waterfront commercial and retail areas, cultural centers, medical facilities, educational facilities, multi-purpose athletic and performance facilities, other public facilities and improvements, including but not limited to streets, streetscapes, water and sewer improvements, environmental remediation/site preparation, parking, community facilities, parks, pedestrian/bike paths and trails, shoreline stabilization, riverfront access points, docks, marina, plazas and water dog park.

Any such land uses as described in the Plan will be in conformance with zoning for the City and the Coeur d'Alene Comprehensive Plan (2007-2027), as adopted by the City Council. Land made available will be developed by private enterprises or public agencies as authorized by law. The Plan identifies various public and private improvements which may be made within the Project Area.

The Urban Renewal Project Area and Revenue Allocation Area herein referred to is described as follows:

An area consisting of approximately 68 acres of undeveloped land generally bounded by Seltice Way to the north and the U.S. Bank Service Center facility and Mill River development to the west. A portion of the southern boundary runs along the Spokane River to the south and then moves inland and parallels the Spokane River until turning north and connecting with the northeast boundary along Seltice Way with the Riverstone Development to the east. The Project Area includes part of an abandoned lumber mill site and former railroad right-of-way. All structures related to the mill operation have been razed.

The Project Area is depicted in the map below as shown in "green".

Copies of the proposed Plan are on file for public inspection and copying for the cost of duplication at the office of the City Clerk, City Hall, 710 E. Mullan Avenue, Coeur d'Alene, Idaho, 83814, between the hours of 8:00 o'clock a.m. and 5:00 o'clock p.m., Monday through Friday, exclusive of holidays.

The hearing will be held in a handicapped accessible facility. All information presented in the hearing shall also be available upon advance request in a form usable by persons with hearing or visual impairments. Individuals with other disabilities may receive assistance by contacting the City 24 hours prior to the hearing.

At the hearing date, time and place noted above (November 20, 2018, at 6:00

p.m.), all persons interested in the above matters may appear and be heard. Written comments will also be accepted. Comments should be directed to the Coeur d'Alene City Clerk. Written comments should be submitted prior to the hearing date.

DATED this 15th day of October 2018,

Renala McLeod, City Clerk  
CDA LEGAL 512  
AD# 236775  
OCTOBER 19, NOVEMBER 2, 2018

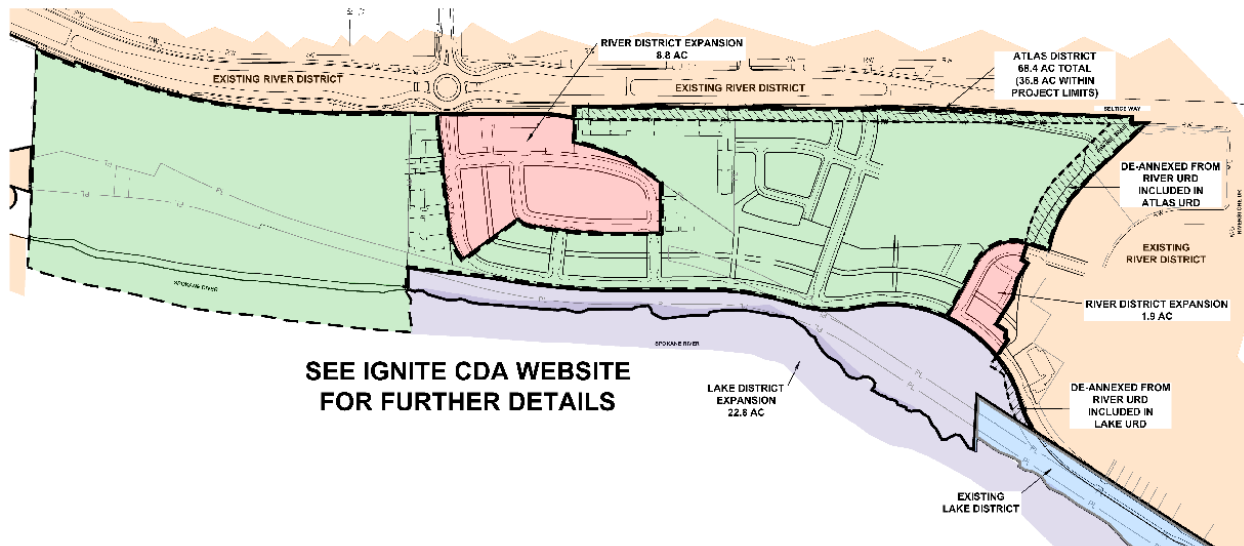


Exhibit 3

ATLAS DISTRICT PLAN

**URBAN RENEWAL PLAN FOR THE  
ATLAS URBAN RENEWAL PROJECT**

**COEUR D'ALENE URBAN RENEWAL AGENCY**

(formerly known as Lake City Development Corporation and now known as ignite cda)

**CITY OF COEUR D'ALENE, IDAHO**

**Ordinance No. \_\_\_\_\_**

**Adopted \_\_\_\_\_**

**Effective \_\_\_\_\_**

## TABLE OF CONTENTS

	Page
100 INTRODUCTION .....	1
101 General Procedures of the Agency .....	3
102 Procedures Necessary to Meet State and Local Requirements: .....	3
103 History and Current Conditions of the Area .....	4
104 Purpose of Activities .....	5
105 Open Land Criteria .....	6
200 DESCRIPTION OF PROJECT AREA.....	6
300 PROPOSED REDEVELOPMENT ACTIONS .....	7
301 General.....	7
302 Urban Renewal Plan Objectives .....	8
303 Participation Opportunities and Participation Agreements.....	9
304 Cooperation with Public Bodies .....	11
305 Property Acquisition .....	12
305.1 Real Property 12	
305.2 Personal Property .....	13
306 Property Management.....	13
307 Relocation of Persons (Including Individuals and Families), Business Concerns, and Others Displaced by the Project.....	14
308 Demolition and Clearance.....	14
309 Property Disposition and Development .....	14
309.1. Disposition by the Agency.....	14
309.2 Disposition and Development Agreements .....	14
309.3. Development by the Agency.....	16
310 Development Plans .....	16
311 Personal Property Disposition.....	17
312 Participation with Others .....	17
313 Conforming Owners.....	17
314 Arts Funding .....	18
400 USES PERMITTED IN THE PROJECT AREA.....	18
401 Designated Land Uses.....	18
402 Public Rights-of-Way .....	18
403 Other Public, Semi-Public, Institutional, and Nonprofit Uses.....	19
404 Interim Uses .....	19
405 Development in the Project Area Subject to the Plan.....	19
406 Construction Shall Comply with Applicable Federal, State, and Local Laws and Ordinances and Agency Development Standards.....	19
407 Minor Variations .....	20
408 Design for Development .....	20
409 Nonconforming Uses .....	21
500 METHODS OF FINANCING THE PROJECT .....	21



501	General Description of the Proposed Financing Methods .....	21
502	Revenue Allocation Financing Provisions.....	22
502.1	Economic Feasibility Study .....	23
502.2	Assumptions and Conditions/Economic Feasibility Statement .....	23
502.3	Ten Percent Limitation .....	24
502.4	Financial Limitation.....	25
502.5	Participation with Local Improvement Districts and Business Improvement Districts .....	26
502.6	Issuance of Debt and Debt Limitation .....	27
502.7	Impact on Other Taxing Districts and Levy Rate .....	27
503	Lease Revenue, Parking Revenue, and Bonds.....	29
504	Membership Dues and Support of Community Economic Development .....	29
600	ACTIONS BY THE CITY.....	29
601	Maintenance of Public Improvements .....	31
700	ENFORCEMENT .....	31
800	DURATION OF THIS PLAN, TERMINATION, AND ASSET REVIEW .....	31
900	PROCEDURE FOR AMENDMENT OR MODIFICATION .....	32
1000	SEVERABILITY .....	33
1100	ANNUAL REPORT AND OTHER REPORTING REQUIREMENTS .....	33
1200	APPENDICES, ATTACHMENTS, EXHIBITS, TABLES .....	33

## **Attachments**

Attachment 1	Map of Urban Renewal Project Area and Revenue Allocation Area
Attachment 2	Legal Description of Urban Renewal Project Area and Revenue Allocation Area
Attachment 3	Properties Which May be Acquired by the Agency
Attachment 4	Economic Feasibility Study

## 100 INTRODUCTION

This is the Urban Renewal Plan (the “Plan”) for the Atlas Urban Renewal Project (the “Project”) in the city of Coeur d’Alene (the “City”), state of Idaho. Attachments 1 through 5 attached hereto (collectively, the “Plan Attachments”) are incorporated herein and shall be considered a part of this Plan.

The term “Project” is used herein to describe the overall activities defined in this Plan and conforms to the statutory definition of an urban renewal project. Reference is specifically made to Idaho Code §§ 50-2018(10) and 50-2903(13) for the various activities contemplated by the term “Project.” Such activities include both private and public development of property within the urban renewal area. The term “Project” is not meant to refer to a specific activity or development scheme. The Atlas Project Area is also referred to as the “Project Area.”

This Plan was prepared by the Board of Commissioners, consultants, and staff of the Coeur d’Alene Urban Renewal Agency, also known as ignite cda (the “Agency”) and reviewed and recommended by the Agency pursuant to the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended (the “Law”), the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended (the “Act”), and all applicable local laws and ordinances.

Idaho Code § 50-2905 identifies what information the Plan must include with specificity as follows:

- (1) A statement describing the total assessed valuation of the base assessment roll of the revenue allocation area and the total assessed valuation of all taxable property within the municipality;
- (2) A statement listing the kind, number, and location of all proposed public works or improvements within the revenue allocation area;
- (3) An economic feasibility study;
- (4) A detailed list of estimated project costs;
- (5) A fiscal impact statement showing the impact of the revenue allocation area, both until and after the bonds are repaid, upon all taxing districts levying taxes upon property on the revenue allocation area;
- (6) A description of the methods of financing all estimated project costs and the time when related costs or monetary obligations are to be incurred;
- (7) A termination date for the plan and the revenue allocation area as provided for in section 50-2903(20), Idaho Code. In determining the termination date, the plan shall recognize that the agency shall receive allocation of revenues in the calendar

year following the last year of the revenue allocation provision described in the urban renewal plan; and

- (8) A description of the disposition or retention of any assets of the agency upon the termination date. Provided however, nothing herein shall prevent the agency from retaining assets or revenues generated from such assets as long as the agency shall have resources other than revenue allocation funds to operate and manage such assets.

This Plan includes the above information with specificity.

The proposed redevelopment of the Project Area as described in this Plan conforms to the Coeur d'Alene Comprehensive Plan (2007-2027) (the "Comprehensive Plan"), as may be amended from time to time, and adopted by the Coeur d'Alene City Council (the "City Council"). The proposed land uses in the Project Area are consistent with the characteristics of the Spokane River District, and upon completion of annexation, the zoning designation applicable to the Project Area is expected to be C-17, which currently allows commercial with residential development at 17 units per acre and allows for a full range of commercial and residential uses. The Agency intends to rely heavily on any applicable City design standards and/or development standards which may cover the Project Area.

**This Plan is subject to the Plan modification limitations and reporting requirements set forth in Idaho Code § 50-2903A. Subject to limited exceptions as set forth in Idaho Code § 50-2903A, if this Plan is modified by City Council ordinance, then the base value for the year immediately following the year in which modification occurs shall be reset to the then current year's equalized assessed value of the taxable property in the revenue allocation area, effectively eliminating the Agency's revenue stream. Should the Agency have any outstanding financial obligations, the City shall not adopt an ordinance modifying this Plan unless written consent has been obtained by any creditors, including but not limited to lending institutions and developers who have entered into reimbursement agreements with the Agency.**

**A modification shall not be deemed to occur when "[t]here is a plan amendment to make technical or ministerial changes to a plan that does not involve an increase in the use of revenues allocated to the agency." Idaho Code § 50-2903A(1)(a)(i). Annual adjustments as more specifically set forth in the Agency's annual budget will be required to account for more/less estimated revenue and prioritization of projects. Any adjustments for these stated purposes are technical and ministerial and are not modifications under Idaho Code § 50-2903A.**

This Plan provides the Agency with powers, duties, and obligations to implement and further the program generally formulated in this Plan for the redevelopment, rehabilitation, and revitalization of the area within the boundaries of the Project Area. The Agency retains all powers allowed by the Law and Act. This Plan presents a process and a basic framework within which plan implementation, including contracts, agreements and ancillary documents will be

presented and by which tools are provided to the Agency to fashion, develop, and proceed with plan implementation. The Plan has balanced the need for flexibility over the twenty (20)-year timeframe of the Plan to implement the improvements identified in Attachment 4, with the need for specificity as required by Idaho Code § 50-2905. The Plan narrative addresses the required elements of a plan set forth in Idaho Code § 50-2905(1), (7) and (8). Attachment 4, together with the Plan narrative, meets the specificity requirement for the required plan elements set forth in Idaho Code § 50-2905[(2)-(6)], recognizing that actual Agency expenditures are prioritized each fiscal year during the required annual budgeting process.

## **101 General Procedures of the Agency**

The Agency is a public body, corporate and politic, as defined and described under the Law and the Act. The Agency is also governed by its bylaws as authorized by the Law and adopted by the Agency. Under the Law, the Agency is governed by the Idaho open meeting law, the Public Records Act and the Ethics in Government Act of 2015, Chapters 1, 2 and 4 of Title 74, Idaho Code; reporting requirements pursuant to Idaho Code §§ 67-450B, 67-450E, 50-2903A and 50-2913; and the competitive bidding requirements under Chapter 28, Title 67, Idaho Code, as well as other procurement or other public improvement delivery methods.

Subject to limited exceptions, the Agency shall conduct all meetings in open session and allow meaningful public input as mandated by the issue considered or by any statutory or regulatory provision.

The Agency may adopt separate policy statements. Any modification to any policy statement is a technical or ministerial adjustment and is not a modification to this Plan under Idaho Code § 50-2903A.

## **102 Procedures Necessary to Meet State and Local Requirements:**

### **Conformance with the Idaho Urban Renewal Law of 1965, as Amended**

Idaho law requires that an urban renewal plan be prepared for an area deemed eligible as an urban renewal area by the City Council. The Project Area was reviewed and determined to be eligible by Agency Resolution No. 17-04 on May 10, 2017. The Project Area was deemed eligible by the City Council by adoption of Resolution No. 17-036 on May 16, 2017.

With the adoption of Resolution No. 17-036, the City Council found the Project Area to be a deteriorated area and/or a deteriorating area existing in the City as defined by the Law and Act and authorized the preparation of an urban renewal plan.

The Plan was prepared and submitted to the Agency for its review and approval. The Agency approved the Plan by the adoption of Agency Resolution No. [\_\_\_\_\_] on [\_\_\_\_\_, 2018], and submitted the Plan to the City Council with its recommendation for adoption.

In accordance with the Law, this Plan was submitted to the Planning Commission of the City. After consideration of the Plan, the Commission reported to the City Council that this Plan is in conformity with the City's Comprehensive Plan.

Pursuant to the Law and Act, the City Council having published due notice thereof, a public hearing was held on this Plan. Notice of the hearing was published in the *Coeur d'Alene Press*, a newspaper having general circulation in the City. The City Council adopted this Plan on [\_\_\_\_\_, 2018, by Ordinance No. [\_\_\_\_\_].

### **103 History and Current Conditions of the Area**

This Project Area is generally bounded by Seltice Way to the north and the U.S. Bank Service Center facility and Mill River development to the west. A portion of the southern boundary runs along the Spokane River to the south and then moves inland and parallels the Spokane River until turning north and connecting with the northeast boundary along Seltice Way with the Riverstone Development to the east. The Project Area includes part of an abandoned lumber mill site and former railroad right-of-way. All structures related to the mill operation have been razed.

The Project Area contains approximately 68 acres of open land, of which, more than half is owned by the City with an anticipated annexation date of October 2018. Master planning efforts of the Project Area have occurred. Following annexation, the Project Area will be subdivided and platted, and development will occur in a manner generally consistent with the master plan for the Project Area. The Project Area lacks public infrastructure, such as internal roadways limiting access to the parcels and impairing development potential. Additionally, water and sewer lines will need to be extended into the Project Area. There are fire suppression issues that prevent significant development within the Project Area. The abandoned mill site and former railroad right-of-way will require site remediation due to contamination from the mill operations. Generally, the lack of public infrastructure has resulted in the economic underdevelopment of the area. Prior to its acquisition by the City, the location of the former railroad right-of-way presented a significant impediment to development of the area as it precluded the ability to assemble lots for development. Further, the large parcel size is a detriment to urban development. There are no pedestrian amenities within the Project Area, which lacks sidewalks, curbs, gutters and street-lighting. The Project Area also contains unsanitary conditions including excessive amounts of junk, trash and weeds throughout the area.

The Plan proposes improvements to public infrastructure and other publicly owned assets throughout the Project Area, creating the framework for the development of mixed-use, residential, commercial, secondary waterfront commercial and retail areas, cultural centers, medical facilities, educational facilities, multi-purpose athletic and performance facilities, other public facilities and improvements, including but not limited to streets, streetscapes, water and sewer improvements, environmental remediation/site preparation, parking, community facilities, parks, pedestrian/bike paths and trails, shoreline stabilization, riverfront access points, docks, marina, plazas and water dog park. The Project Area is underdeveloped or vacant and is not being used to its highest and best use due to deterioration of site and other improvements,

environmental deficiencies, the predominance of defective or inadequate street layout, need for modern traffic requirements, insanitary and unsafe conditions, faulty lot layout, which includes large parcel size detrimental to development, and inadequate utility infrastructure needed for development. The foregoing conditions have arrested or impaired growth in the Project Area.

The preparation and approval of an urban renewal plan, including a revenue allocation financing provision, gives the City additional resources to solve the public infrastructure problems in this area. Revenue allocation financing should help to improve the situation. In effect, property taxes generated by new developments within the area may be used by the Agency to finance a variety of needed public improvements and facilities. Finally, some of the new developments may also generate new jobs in the community that would, in turn, benefit area residents.

#### **104 Purpose of Activities**

The description of activities, public improvements, and the estimated costs of those items are intended to create an outside limit of the Agency's activity. The Agency reserves the right to change amounts from one category to another, as long as the overall total amount estimated is not substantially exceeded. The items and amounts are not intended to relate to any one particular development, developer, or owner. Rather, the Agency intends to discuss and negotiate with any owner or developer who seeks Agency assistance. During such negotiation, the Agency will determine, on an individual basis, the eligibility of the activities sought for Agency funding, the amount the Agency may fund by way of percentage or other criteria including the need for such assistance. The Agency will also take into account the amount of revenue allocation proceeds estimated to be generated from the developer's activities. The Agency also reserves the right to establish by way of policy, its funding percentage or participation, which would apply to all developers and owners.

Throughout this Plan, there are references to Agency activities, Agency funding, and the acquisition, development, and contribution of public improvements. Such references do not necessarily constitute a full, final, and formal commitment by the Agency but, rather, grant to the Agency the discretion to participate as stated subject to achieving the objectives of this Plan and provided such activity is deemed eligible under the Law and the Act. The activities listed in Attachment 4 will be determined or prioritized as the overall Project Area develops and through the annual budget setting process.

The Agency reserves the right to prioritize the projects described in this Plan and to retain its flexibility in funding the various activities. The Agency also reserves its discretion and flexibility in deciding which improvements should be funded and at what level, whether using its own funds or funds generated by other sources.

The activities listed in Attachment 4 are also prioritized by way of importance to the Agency by the amounts funded, and by year of funding, with earlier years reflecting the more important activities, achievement of higher objectives, long term goals, and commitments.

## **105 Open Land Criteria**

This Plan contemplates Agency acquisition of property within the Project Area requiring the area meets the conditions set forth in Idaho Code § 50-2008(d). These conditions include defective or unusual conditions of title, diversity of ownership, tax delinquency, improper subdivisions, outmoded street patterns, deterioration of site, and faulty lot layout, all of which are included in one form or another in the definitions of deteriorated area or deteriorating area set forth in Idaho Code §§ 50-2018(8), (9) and 50-2903(8). The issues listed only in Idaho Code § 50-2008(d)(4)(2) (the open land section) include economic disuse, unsuitable topography, and “the need for the correlation of the area with other areas of a municipality by streets and modern traffic requirements, or any combination of such factors or other conditions which retard development of the area.”

Open land areas qualify for Agency acquisition and development for residential uses if the City Council determines there is a shortage of housing of sound standards and design which is decent, safe and sanitary in the City, that the need for housing will be increased as a result of the clearance of slums in other areas, that the conditions of blight in the area and the shortage of decent, safe and sanitary housing contributes to an increase in the spread of disease and crime and constitutes a menace to the public health, safety, morals, or welfare, and that the acquisition of the area for residential uses is an integral part of and essential to the program of the City. Due to the City’s expected growth, the need for housing is significant and integral to a successful mixed-use project area.

Open land areas qualify for Agency acquisition and development for primarily nonresidential uses if acquisition is necessary to facilitate the proper growth and development of the Project Area in accordance with City planning objectives if any of the deteriorating area conditions set forth in Idaho Code §§ 50-2018(8), (9) and 50-2903(8) apply. But such areas also qualify if any of the issues listed only in 50-2008(d)(4)(2) apply. The lack of water and sewer facilities, large parcel size, a deficient street system, lack of fire protection facilities, economic disuse, unsuitable topography and environmental issues are all conditions which delay or impair development of the open land areas and satisfy the open land conditions as more fully supported by the Atlas Mill Site Urban Renewal Eligibility Report, prepared by Panhandle Area Council, dated February 14, 2017.

## **200 DESCRIPTION OF PROJECT AREA**

The boundaries of the Project Area and the Revenue Allocation Area are shown on the Project Area and Revenue Allocation Boundary Map, attached hereto as Attachment 1 and incorporated herein by reference, and are described in the Legal Description of the Project Area and Revenue Allocation Area, attached hereto as Attachment 2 and incorporated herein by reference. For purposes of boundary descriptions and the use of proceeds for payment of improvements, the boundary shall be deemed to extend to the outer boundary of rights-of-way or other natural boundary unless otherwise stated. To allow for improvements in and along the waterway, the Project Area and Revenue Allocation Area boundary extends into a portion of the Spokane River as shown on Attachment 1 and as described in Attachment 2.



## **300 PROPOSED REDEVELOPMENT ACTIONS**

### **301 General**

The Agency proposes to eliminate and prevent the spread of deteriorating conditions and deterioration in the Project Area by:

- a. The acquisition of real property from the City on January 2, 2019, or other sellers, for right-of-way improvements, public parks, pedestrian facilities and trails, riverfront access points, shoreline stabilization, docks, marina, and water dog park and to encourage development opportunities consistent with the Plan, including but not limited to future disposition to qualified developers;
- b. The demolition or removal of certain buildings and improvements for public rights-of-way for streets, utilities, walkways, and other improvements, for public facility building sites, to eliminate unhealthful, unsanitary, or unsafe conditions, enhance density, eliminate obsolete or other uses detrimental to the public welfare or otherwise to remove or to prevent the spread of deteriorating or deteriorated conditions;
- c. The participation by property owners in projects within the Project Area to achieve the objectives of this Plan;
- d. The management of any property acquired by and under the ownership and control of the Agency;
- e. The relocation assistance to displaced Project Area occupants as a result of any Agency activity, as required by law;
- f. The elimination of environmental deficiencies in the Project Area by site remediation;
- g. The installation, construction, or reconstruction of streets and utilities, including, removal, burying, or relocation of overhead utilities; extension of electrical distribution lines and transformers; improvement of irrigation and drainage ditches and laterals; addition of fiber optic lines or other communication systems; and improvement of storm drainage facilities, flood control facilities, parking facilities, and other public improvements, including but not limited to, water and sewer improvements, fire protection systems, roadways, curbs, gutters, and streetscapes, which for purposes of this Plan, the term streetscapes includes sidewalks, lighting, landscaping, benches, bike racks, public art and similar amenities between the curb and right-of-way line; and other public improvements, including parks, pedestrian/bike paths and trails, plazas, open space, riverfront access points and docks, shoreline stabilization, marina, water dog park and other recreational facilities; other public improvements related to the

development of mixed-use residential, commercial, secondary waterfront commercial and retail areas, cultural centers, medical facilities, educational facilities, multi-purpose athletic and performance facilities, and other public facilities that may be deemed appropriate by the Board;

- h. The disposition of real property through a competitive process in accordance with this Plan, Idaho law, including Idaho Code § 50-2011, and any disposition policies adopted by the Agency;
- i. The redevelopment of land by private enterprise or public agencies for uses in accordance with this Plan;
- j. The rehabilitation of structures and improvements by present owners and their successors;
- k. The preparation and assembly of adequate sites for the development and construction of facilities for mixed-use, residential, commercial, secondary waterfront commercial and retail areas, cultural centers, medical facilities, educational facilities and multi-purpose athletic and performance facilities;
- l. To the extent allowed by law, lend or invest federal funds to facilitate redevelopment; and
- m. In conjunction with the City, the establishment and implementation of performance criteria to assure high site design standards and environmental quality and other design elements which provide unity and integrity to the entire Project Area, including commitment of funds for planning studies, achieving high standards of development, and leveraging such development to achieve public objectives and efficient use of scarce resources.

In the accomplishment of these purposes and activities and in the implementation and furtherance of this Plan, the Agency is authorized to use all the powers provided in this Plan and as permitted by the Law and the Act.

### **302 Urban Renewal Plan Objectives**

Urban renewal activity is necessary in the Project Area to combat problems of physical deterioration or deteriorating conditions. As set forth in greater detail in Section 103, the Project Area has a history of a slow-growing tax base based on deteriorated or deteriorating conditions that have arrested or impaired growth in the Project Area.

The provisions of this Plan are applicable to all public and private property in the Project Area. The provisions of the Plan shall be interpreted and applied as objectives and goals, recognizing the need for flexibility in interpretation and implementation, while at the same time not in any way abdicating the rights and privileges of the property owners which are vested in

the present and future zoning classifications of the properties. All development under an owner participation agreement shall conform to those standards specified in Section 303 of this Plan.

This Plan must be practical in order to succeed. Particular attention has been paid to how it can be implemented, given the changing nature of market conditions. Transforming the Project Area into a vital, thriving part of the community requires an assertive strategy. The following represents the key elements of that effort:

- a. Initiate simultaneous projects designed to revitalize the Project Area. From street and utility improvements to significant new public or private development, the Agency plays a key role in creating the necessary momentum to get and keep things going.
- b. Develop new mixed-use residential, commercial, secondary waterfront commercial and retail areas including opportunities for community, cultural, educational, medical and multi-purpose athletic and performance facilities, as well as encourage other economic development opportunities.
- c. Secure and improve certain public open space in critical areas.

Without direct public intervention, the Project Area has and could conceivably remain unchanged for the next twenty (20) years. The Plan creates the necessary flexible framework for the Project Area to support the City's economic development while complying with the "specificity" requirement set forth in Idaho Code § 50-2905.

Land use in the Project Area will be modified to the extent that the existing brownfield and vacant land will be converted to mixed-use, retail, residential, commercial and secondary waterfront commercial areas, cultural centers, medical facilities, educational facilities, multi-purpose athletic and performance facilities, other public facilities and improvements, including but not limited to streets, streetscapes, water and sewer improvements, environmental remediation/site preparation, parking, community facilities, parks, pedestrian/bike paths and trails, shoreline stabilization, riverfront access points, docks, marina, plazas and water dog park. A Master Plan has been developed for the Project Area. In implementing the activities described in this Plan, the Agency shall give due consideration to the provision of adequate park and recreational areas and facilities that may be desirable for neighborhood improvement, with special consideration for the health, safety, and welfare of residents in the general vicinity of the site covered by the Plan.

### **303 Participation Opportunities and Participation Agreements**

The Agency shall enter into an owner participation agreement with any existing or future owner of property, in the event the property owner receives assistance from the Agency in the redevelopment of the property. The term "owner participation agreement" is intended to include all participation agreements with a property owner, including reimbursement agreements. By

entering into an owner participation agreement, the Agency may allow for an existing or future owner of property to remove his property and/or structure from future Agency acquisition.

Each structure and building in the Project Area to be rehabilitated or to be constructed as a condition of the owner participation agreement between the Agency and the owner pursuant to this Plan will be considered to be satisfactorily rehabilitated and constructed, and the Agency will so certify, if the rehabilitated or new structure meets the standards set forth in an executed owner participation agreement and meets the conditions described below:

- Any such property within the Project Area shall be required to conform to all applicable provisions, requirements, and regulations of this Plan. The owner participation agreement may require as a condition of financial participation by the Agency a commitment by the property owner to meet the greater objectives of the land use elements identified in the Comprehensive Plan and applicable zoning ordinances. Upon completion of any rehabilitation each structure must be safe and sound in all physical respects and be refurbished and altered to bring the property to an upgraded marketable condition that will continue throughout an estimated useful life for a minimum of twenty (20) years.
- All such buildings or portions of buildings which are to remain within the Project Area shall be rehabilitated or constructed in conformity with all applicable codes and ordinances of the City.
- Any new construction shall also conform to all applicable provisions, requirements, and regulations of this Plan, as well as, to all applicable codes and ordinances of the City.

**All owner participation agreements will address phasing issues, justification and eligibility of project costs, and achievement of the objectives of the Plan. The Agency shall retain its discretion in the funding level of its participation. Obligations under owner participation agreements shall terminate no later than the termination date of this Plan—December 31, 2038. The Agency shall retain its discretion to negotiate an earlier date to accomplish all obligations under any owner participation agreement.**

In all participation agreements, participants who retain real property shall be required to join in the recordation of such documents as may be necessary to make the provisions of this Plan applicable to their properties. Whether or not a participant enters into a participation agreement with the Agency, the provisions of this Plan are applicable to all public and private property in the Project Area.

In the event a participant fails or refuses to rehabilitate, develop, use, and maintain its real property pursuant to this Plan and a participation agreement, the real property or any interest therein may be acquired by the Agency in accordance with Section 305.1 of this Plan and sold or leased for rehabilitation or development in accordance with this Plan.

Owner participation agreements may be used to implement the following objectives:

- Encouraging property owners to revitalize and/or remediate deteriorated or deteriorating areas of their parcels to accelerate development in the Project Area.
- Subject to the limitations of the Law and the Act, providing incentives to property owners to encourage utilization and expansion of existing permitted uses to develop vacant and deteriorated parcels, particularly those parcels requiring environmental remediation.
- To accommodate improvements and expansions allowed by City regulations and generally consistent with the Master Plan for the Project Area.
- Subject to the limitations of the Law and Act, providing incentives to improve nonconforming properties so they implement the design guidelines contained in this Plan to the extent possible and to encourage an orderly transition from nonconforming to conforming uses over the next twenty (20) years.
- Provide for advance funding by the developer/owner participant of those certain public improvements related to or needed for the private development. In that event, the Agency will agree as set out in the owner participation agreement to reimburse a portion of, or all of, the costs of public improvements identified in the owner participation agreement from the revenue allocation generated by the private development. Though no specific advance funding by a developer/owner participant is shown in the cash analysis attachments, this Plan specifically allows for such an advance.

### **304 Cooperation with Public Bodies**

Certain public bodies are authorized by state law to aid and cooperate, with or without consideration, in the planning, undertaking, construction, or operation of this Project. The Agency shall seek the aid and cooperation of such public bodies and shall attempt to coordinate this Plan with the activities of such public bodies in order to accomplish the purposes of redevelopment and the highest public good.

The Agency, by law, is not authorized to acquire real property owned by public bodies without the consent of such public bodies. The Agency will seek the cooperation of all public bodies which own or intend to acquire property in the Project Area. In order to implement this Plan, the City will transfer all City owned real property in the Project Area to the Agency on January 2, 2019. All plans for development of property in the Project Area by a public body shall be subject to Agency approval, in the event the Agency is providing any financial assistance.

Subject to applicable authority, the Agency may impose on all public bodies the planning and design controls contained in this Plan to ensure that present uses and any future development

by public bodies will conform to the requirements of this Plan. The Agency is authorized to financially (and otherwise) assist any public entity in the cost of public land, buildings, facilities, structures, or other improvements of the Project Area as allowed by the Law and Act.

The Agency intends to cooperate to the extent allowable with the City for the construction of cultural centers, educational facilities, multi-purpose athletic and performance facilities, other public facilities and improvements, including, but not limited to streets, streetscapes, water and sewer improvements, environmental remediation/site preparation, parking, community facilities, parks, pedestrian/bike paths and trails, shoreline stabilization, riverfront access, docks, marina, and water dog park. The Agency shall also cooperate with the City on various relocation, screening, or underground projects and the providing of fiber optic capability. To the extent any public entity, including the City, has funded certain improvements such as water and sewer facilities or storm drainage improvements, the Agency may reimburse those entities for those expenses. The Agency also intends to cooperate and seek available assistance from state, federal and other sources for economic development.

In the event the Agency is participating in the public development by way of financial incentive or otherwise, the public body shall enter into an agreement with the Agency and then shall be bound by the Plan and other land use elements and shall take into consideration those standards specified in Section 303 of this Plan.

This Plan does not financially bind or obligate the Agency to any project or property acquisition; rather, for purposes of determining the economic feasibility of the Plan certain projects and expenditures have been estimated and included in the analysis. Agency revenue and the ability to fund reimbursement of eligible Project Costs is more specifically detailed in any participation agreement and in the annual budget adopted by the Agency Board.

## **305 Property Acquisition**

### **305.1 Real Property**

Only as specifically authorized herein, the Agency may acquire, through the voluntary measures described below, but is not required to acquire, any real property located in the Project Area where it is determined that the property is needed for construction of public improvements, required to eliminate or mitigate the deteriorated or deteriorating conditions, to facilitate economic development, including acquisition of real property intended for disposition to qualified developers through a competitive process, and as otherwise allowed by law. The acquisition shall be by any means authorized by law, including, but not limited to, the Law, the Act, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, but shall not include the right to invoke eminent domain authority except as authorized herein. The Agency is authorized to acquire either the entire fee or any other interest in real property less than a fee, including structures and fixtures upon the real property, without acquiring the land upon which those structures and fixtures are located.

The Agency intends to acquire any real property through voluntary or consensual gift, devise, exchange, or purchase. Such acquisition of property may be for the development of the public improvements identified in this Plan, and to encourage development opportunities consistent with the Plan. Such properties may include properties owned by private parties or public entities. This Plan anticipates the Agency's use of its resources for property acquisition.

In the event the Agency identifies certain property which should be acquired to develop certain public improvements intended to be constructed under the provisions of this Plan, the Agency shall coordinate such property acquisition with any other public entity (e.g., without limitation, the City, the state of Idaho, or any of its authorized agencies), including the assistance of the Agency of funds to acquire said property either through a voluntary acquisition or the invocation of eminent domain authority as limited by Idaho Code § 7-701A.

The Agency is authorized by this Plan and Idaho Code §§ 50-2010 and 50-2018(12) to acquire the properties identified in Attachment 3 hereto for the purposes set forth in this Plan. The public improvements are intended to be dedicated to the City upon completion. The Agency reserves the right to determine which properties identified, if any, should be acquired. The open land areas qualify for Agency acquisition as further set forth in Section 105 of this Plan.

It is in the public interest and is necessary, in order to eliminate the conditions requiring redevelopment and in order to execute this Plan, for the power of eminent domain to be employed by the Agency to acquire real property in the Project Area for the public improvements identified in this Plan, which cannot be acquired by gift, devise, exchange, purchase, or any other lawful method.

### **305.2 Personal Property**

Generally, personal property shall not be acquired. However, where necessary in the execution of this Plan, the Agency is authorized to acquire personal property in the Project Area by any lawful means, including eminent domain for the purpose of developing the public improvements described in section 305.1.

## **306 Property Management**

During the time real property, if any, in the Project Area is owned by the Agency, such property shall be under the management and control of the Agency. Such property may be rented or leased by the Agency pending its disposition for redevelopment, and such rental or lease shall be pursuant to such policies as the Agency may adopt.

### **307 Relocation of Persons (Including Individuals and Families), Business Concerns, and Others Displaced by the Project**

If the Agency receives federal funds for real estate acquisition and relocation, the Agency shall comply with 24 C.F.R. Part 42, implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

In the event the Agency's activities result in displacement, the Agency shall comply with, at a minimum, the standards set forth in the Law. The Agency shall also comply with all applicable state laws concerning relocation benefits and shall also coordinate with the various local, state, or federal agencies concerning relocation assistance.

### **308 Demolition and Clearance**

The Agency is authorized (but not required) to demolish and clear buildings, structures, and other improvements from any real property in the Project Area as necessary to carry out the purposes of this Plan.

### **309 Property Disposition and Development**

#### **309.1. Disposition by the Agency**

For the purposes of this Plan, the Agency is authorized to sell, lease, exchange, subdivide, transfer, assign, pledge, encumber by mortgage or deed of trust, or otherwise dispose of any interest in real property under the reuse provisions set forth in Idaho law, including Idaho Code § 50-2011 and pursuant to any disposition policies adopted by the Agency. To the extent permitted by law, the Agency is authorized to dispose of real property by negotiated lease, sale, or transfer without public bidding.

Real property acquired by the Agency may be conveyed by the Agency and, where beneficial to the Project Area, without charge to any public body as allowed by law. All real property acquired by the Agency in the Project Area shall be sold or leased to public or private persons or entities for development for the uses permitted in this Plan.

Air rights and subterranean rights may be disposed of for any permitted use within the Project Area boundaries.

#### **309.2 Disposition and Development Agreements**

To provide adequate safeguards to ensure that the provisions of this Plan will be carried out and to prevent the recurrence of deteriorating conditions, all real property sold, leased, or conveyed by the Agency is subject to the provisions of this Plan.



The Agency shall reserve such powers and controls in the disposition and development documents as may be necessary to prevent transfer, retention, or use of property for speculative purposes and to ensure that development is carried out pursuant to this Plan.

Leases, deeds, contracts, agreements, and declarations of restrictions of the Agency may contain restrictions, covenants, covenants running with the land, rights of reverter, conditions subsequent, equitable servitudes, or any other provisions necessary to carry out this Plan. Where appropriate, as determined by the Agency, such documents, or portions thereof, shall be recorded in the office of the Recorder of Kootenai County, Idaho.

All property in the Project Area is hereby subject to the restriction that there shall be no discrimination or segregation based upon race, color, creed, religion, sex, age, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, disability/handicap, tenure, or enjoyment of property in the Project Area. All property sold, leased, conveyed, or subject to a participation agreement shall be expressly subject by appropriate documents to the restriction that all deeds, leases, or contracts for the sale, lease, sublease, or other transfer of land in the Project Area shall contain such nondiscrimination and nonsegregation clauses as required by law.

As required by law or as determined in the Agency's discretion to be in the best interest of the Agency and the public, the following requirements and obligations shall be included in the disposition and development agreement.

That the developers, their successors, and assigns agree:

- a. That a plan and time schedule for the proposed development shall be submitted to the Agency. Schedule revisions will be made only at the option of the Agency.
- b. That the purchase or lease of the land and/or subterranean rights and/or air rights is for the purpose of redevelopment and not for speculation.
- c. That the building of improvements will be commenced and completed as jointly scheduled and determined by the Agency and the developer(s).
- d. That the site and construction plans will be submitted to the Agency for review as to conformity with the provisions and purposes of this Plan.
- e. All new construction shall have a minimum estimated life of no less than twenty (20) years.
- f. That rehabilitation of any existing structure must assure that the structure is safe and sound in all physical respects and be refurbished and altered to bring the property to an upgraded marketable condition which will continue throughout an estimated useful life for a minimum of twenty (20) years.

- g. That the Agency receives adequate assurance acceptable to the Agency to ensure performance under the contract for sale.
- h. All such buildings or portions of the buildings which are to remain within the Project Area shall be reconstructed in conformity with all applicable codes and ordinances of the City.
- i. All disposition and development documents shall be governed by the provisions of Section 408 of this Plan.

The Agency also reserves the right to determine the extent of its participation based upon the achievements of the objectives of this Plan. Obligations under any disposition and development agreement and deed covenants, except for covenants which run with the land, beyond the termination date of this Plan, shall terminate no later than December 31, 2038. The Agency shall retain its discretion to negotiate an earlier date to accomplish all obligations under any disposition and development agreement.

### **309.3. Development by the Agency**

To the extent now or hereafter permitted by law, the Agency is authorized to pay for, develop, or construct public improvements within the Project Area for itself or for any public body or entity, which public improvements are or would be of benefit to the Project Area. Specifically, the Agency may pay for, install, or construct the public improvements authorized under Idaho Code Section 50-2007, 50-2018(10) and (13), and 50-2903(9), (13), and (14), and as otherwise identified in Attachment 4 and may acquire or pay for the land required therefore.

Any public facility ultimately owned by the Agency shall be operated and managed in such a manner to preserve the public purpose nature of the facility. Any lease agreement with a private entity or management contract agreement shall include all necessary provisions sufficient to protect the public interest and public purpose.

The Agency may enter into contracts, leases, and agreements with the City or other public body or private entity pursuant to this section, and the obligation of the Agency under such contract, lease, or agreement shall constitute an indebtedness of the Agency as described in Idaho Code § 50-2909 which may be made payable out of the taxes levied in the Project Area and allocated to the Agency under Idaho Code § 50-2908(2)(b) and Section 504 to this Plan or out of any other available funds.

### **310 Development Plans**

All development plans (whether public or private) prepared, pursuant to disposition and development agreement or an owner participation agreement, shall be submitted to the Agency for approval and architectural review. All development in the Project Area must conform to those standards specified in Section 408 and all applicable City ordinances.

### **311 Personal Property Disposition**

For the purposes of this Plan, the Agency is authorized to lease, sell, exchange, transfer, assign, pledge, encumber, or otherwise dispose of personal property which is acquired by the Agency.

### **312 Participation with Others**

Under the Law, the Agency has the authority to lend or invest funds obtained from the federal government for the purposes of the Law if allowable under federal laws or regulations. The federal funds that may be available to the Agency are governed by regulations promulgated by the Department of Housing and Urban Development for the Idaho Community Development Block Grant Program (“ICDBG”), the Economic Development Administration, the Small Business Administration, or other federal agencies. In order to enhance such grants, the Agency’s use of revenue allocation funds is critical.

Under those regulations the Agency may participate with the private sector in the development and financing of those private projects that will attain certain federal objectives.

The Agency may, therefore, use the federal funds for the provision of assistance to private for-profit business, including, but not limited to, grants, loans, loan guarantees, interest supplements, technical assistance, and other forms to support, for any other activity necessary or appropriate to carry out an economic development project.

As allowed by law, the Agency may also use funds from any other sources or participate with the private or public sector with regard to any programs administered by the Idaho Department of Commerce for any purpose set forth under the Law or Act.

The Agency may enter into contracts, leases, and agreements with the City, or other public body or private entity, pursuant to this section, and the obligation of the Agency under such contract, lease, or agreement shall constitute an indebtedness of the Agency as described in Idaho Code § 50-2909 which may be made payable out of the taxes levied in the Project Area and allocated to the Agency under Idaho Code § 50-2908(2)(b) and Section 504 to this Plan or out of any other available funds.

### **313 Conforming Owners**

The Agency may, at the Agency’s sole and absolute discretion, determine that certain real property within the Project Area presently meets the requirements of this Plan, and the owner of such property will be permitted to remain as a conforming owner without a participation agreement with the Agency, provided such owner continues to operate, use, and maintain the real property within the requirements of this Plan.

### **314 Arts Funding**

The Agency encourages public art and performing arts through joint ventures with private developers and in cooperation with the City. Whenever possible, any Agency arts funding will be used to leverage additional contributions from developers, other private sources, and public or quasi-public entities for purposes of including public art within the streetscape projects identified in this Plan.

## **400 USES PERMITTED IN THE PROJECT AREA**

### **401 Designated Land Uses**

The Agency intends to rely upon the overall land use designations and zoning classifications of the City, as may be amended, and as set forth in the City's Comprehensive Plan and the Coeur d'Alene City Code, including the future land use map and zoning classifications, as may be amended. Following annexation, the zoning classification for the Project Area is expected to be C-17, which is intended as a broad spectrum commercial district that permits limited service, wholesale/retail, and heavy commercial in addition to allowing a full range of residential development products. Provided, however, nothing herein within this Plan shall be deemed to be granting any particular right to zoning classification or use.

### **402 Public Rights-of-Way**

The Project Area consists of all open land with no existing maintained public rights-of-way.

The project contemplates the installation, construction and maintenance of public roadways and access easements within the Project Area as needed for development. Existing dirt roads, easements, and irrigation or drainage laterals or ditches (if any) may be abandoned, closed, or modified as necessary for proper development of the Project Area, in conjunction with any applicable policies and standards of the City.

Any development, maintenance and future changes to the interior or exterior street layout shall be in accordance with the objectives of this Plan and the City's design standards; shall be effectuated in the manner prescribed by State and local law; and shall be guided by the following criteria:

- a. A balancing of the needs of proposed and potential new developments for adequate vehicular access, vehicular parking, and delivery loading docks with the similar needs of any existing developments permitted to remain. Such balancing shall take into consideration the rights of existing owners and tenants under the rules for owner and tenant participation adopted by the Agency for the Project and any participation agreements executed thereunder;

- b. The requirements imposed by such factors as topography, traffic safety, and aesthetics; and
- c. The potential need to serve not only the Project Area and new or existing developments, but to also serve areas outside the Project Area by providing convenient and efficient vehicular access and movement.

The public rights-of-way may be used for vehicular and/or pedestrian traffic, as well as for public improvements, public and private utilities, and activities typically found in public rights-of-way.

#### **403 Other Public, Semi-Public, Institutional, and Nonprofit Uses**

The Agency is also authorized to permit the maintenance, establishment, or enlargement of public, semi-public, institutional, or nonprofit uses, including park and recreational facilities; educational, fraternal, employee; philanthropic and charitable institutions; utilities; governmental facilities; railroad rights-of-way and equipment; and facilities of other similar associations or organizations. All such uses shall, to the extent possible, conform to the provisions of this Plan applicable to the uses in the specific area involved. The Agency may impose such other reasonable requirements and/or restrictions as may be necessary to protect the development and use of the Project Area.

#### **404 Interim Uses**

Pending the ultimate development of land by developers and participants, the Agency is authorized to use or permit the use of any land in the Project Area for interim uses that are not in conformity with the uses permitted in this Plan. However, any interim use must comply with applicable City Code.

#### **405 Development in the Project Area Subject to the Plan**

All real property in the Project Area, under the provisions of either a disposition and development agreement or an owner participation agreement, is made subject to the controls and requirements of this Plan. No such real property shall be developed, rehabilitated, or otherwise changed after the date of the adoption of this Plan, except in conformance with the provisions of this Plan.

#### **406 Construction Shall Comply with Applicable Federal, State, and Local Laws and Ordinances and Agency Development Standards**

All construction in the Project Area shall comply with all applicable state laws, the Coeur d'Alene Municipal Code, as may be amended from time to time, and any applicable City Council ordinances pending codification, including but not limited to, regulations concerning the type, size, density and height of buildings; open space, landscaping, light, air, and privacy; the undergrounding of utilities; limitation or prohibition of development that is incompatible with

the surrounding area by reason of appearance, traffic, smoke, glare, noise, odor, or similar factors; parcel subdivision; off-street loading and off-street parking requirements.

In addition to the Coeur d'Alene Municipal Code, ordinances, or other requirements governing development in the Project Area, additional specific performance and development standards may be adopted by the Agency to control and direct redevelopment activities in the Project Area in the event of a disposition and development agreement or owner participation agreement.

#### **407 Minor Variations**

Under exceptional circumstances, the Agency is authorized to permit a variation from the limits, restrictions, and controls established by this Plan. In order to permit such variation, the Agency must determine that:

- a. The application of certain provisions of this Plan would result in practical difficulties or unnecessary hardships inconsistent with the general purpose and intent of this Plan;
- b. There are exceptional circumstances or conditions applicable to the property or to the intended development of the property which do not apply generally to other properties having the same standards, restrictions, and controls;
- c. Permitting a variation will not be materially detrimental to the public welfare or injurious to property or improvements in the area; and
- d. Permitting a variation will not be contrary to the objectives of this Plan.

No variation shall be granted which changes a basic land use or which permits other than a minor departure from the provisions of this Plan. In permitting any such variation, the Agency shall impose such conditions as are necessary to protect the public peace, health, safety, or welfare and to assure compliance with the purposes of the Plan. Any variation permitted by the Agency hereunder shall not supersede any other approval required under City codes and ordinances.

#### **408 Design for Development**

Within the limits, restrictions, and controls established in this Plan, the Agency is authorized to establish heights of buildings, density, land coverage, setback requirements, design criteria, traffic circulation, traffic access, and other development and design controls necessary for proper development of both private and public areas within the Project Area. Any development must also comply with the City's zoning ordinance regarding heights, setbacks, density and other like standards, unless modified through any approved planned unit developments (PUD) or limited design planned unit developments (LDPUD).

In the case of property which is the subject of a disposition and development agreement or an owner participation agreement with the Agency, no new improvement shall be constructed, and no existing improvement shall be substantially modified, altered, repaired, or rehabilitated, except in accordance with this Plan. Under those agreements the architectural, landscape, and site plans shall be submitted to the Agency and approved in writing by the Agency. One of the objectives of this Plan is to create an attractive and pleasant environment in the Project Area. Therefore, such plans shall give consideration to good design, open space, and other amenities to enhance the aesthetic quality of the Project Area. The Agency shall not approve any plans that do not comply with this Plan. The Agency reserves the right to impose such design standards on an ad hoc, case by case basis through the approval process of the owner participation agreement or disposition and development agreement. Any change to such approved design must be consented to by the Agency and such consent may be conditioned upon reduction of Agency's financial participation towards the Project.

In the event the Agency adopts design standards or controls, those provisions will thereafter apply to each site or portion thereof in the Project Area. Those controls and standards will be implemented through the provisions of any disposition and development agreement or owner participation agreement. These controls are in addition to any standards and provisions of any applicable City building or zoning ordinances; provided, however, each and every development shall comply with all applicable City zoning and building ordinance.

#### **409 Nonconforming Uses**

The Agency may permit an existing use to remain in an existing building and site usage in good condition, which use does not conform to the provisions of this Plan, provided that such use is generally compatible with existing and proposed developments and uses in the Project Area. The owner of such a property must be willing to enter into an owner participation agreement and agree to the imposition of such reasonable restrictions as may be necessary to protect the development and use of the Project Area.

The Agency may authorize additions, alterations, repairs, or other improvements in the Project Area for uses which do not conform to the provisions of this Plan where such improvements are within a portion of the Project where, in the determination of the Agency, such improvements would be compatible with surrounding Project uses and development.

All nonconforming uses shall also comply with the City ordinances.

### **500 METHODS OF FINANCING THE PROJECT**

#### **501 General Description of the Proposed Financing Methods**

The Agency is authorized to finance this Project with revenue allocation funds, financial assistance from the City (loans, grants, other financial assistance), state of Idaho, federal government, interest income, developer advanced funds, donations, loans from private financial institutions (bonds, notes, line of credit), the lease or sale of Agency-owned property, or any

other available source, public or private, including assistance from any taxing district or any public entity.

The Agency is also authorized to obtain advances, borrow funds, and create indebtedness in carrying out this Plan. The Agency may also consider an inter-fund transfer from other urban renewal project areas. The principal and interest on such advances, funds, and indebtedness may be paid from any funds available to the Agency.

As allowed by law and subject to restrictions as are imposed by law, the Agency is authorized to issue notes or bonds from time to time, if it deems appropriate to do so, in order to finance all or any part of the Project. Neither the members of the Agency nor any persons executing the bonds are liable personally on the bonds by reason of their issuance.

## **502 Revenue Allocation Financing Provisions**

The Agency hereby adopts revenue allocation financing provisions as authorized by the Act, effective retroactively to January 1, 2018. These revenue allocation provisions shall apply to all taxing districts which are located in or overlap the Revenue Allocation Area shown and described on Attachments 1 and 2 to this Plan. The Agency shall take all actions necessary or convenient to implement these revenue allocation financing provisions. The Agency specifically finds that the equalized assessed valuation of property within the Revenue Allocation Area is likely to increase as a result of the initiation of the Project.

The Agency, acting by one or more resolutions adopted by its Board, is hereby authorized to apply all or any portion of the revenues allocated to the Agency pursuant to the Act to pay as costs are incurred (pay-as-you-go) or to pledge all or any portion of such revenues to the repayment of any moneys borrowed, indebtedness incurred, or notes or bonds issued by the Agency to finance or to refinance the Project Costs (as defined in Idaho Code § 50-2903(14)) of one or more urban renewal projects.

The Agency may consider a note or line of credit issued by a bank or lending institution premised upon revenue allocation funds generated by a substantial private development contemplated by the Study as defined in section 502.1, which would allow the Agency to more quickly fund the public improvements contemplated by this Plan. Likewise, a developer advanced funding could achieve the same purpose.

Upon enactment of a City Council ordinance finally adopting these revenue allocation financing provisions and defining the Revenue Allocation Area described herein as part of the Plan, there shall hereby be created a special fund of the Agency into which the County Treasurer shall deposit allocated revenues as provided in Idaho Code § 50-2908. The Agency shall use such funds solely in accordance with Idaho Code § 50-2909 and solely for the purpose of providing funds to pay the Project Costs, including any incidental costs, of such urban renewal projects as the Agency may determine by resolution or resolutions of its Board.



A statement listing proposed public improvements and facilities, a schedule of improvements, an economic feasibility study, estimated project costs, fiscal impact upon other taxing districts, and methods of financing project costs required by Idaho Code § 50-2905 is included in Attachment 4 to this Plan. This statement necessarily incorporates estimates and projections based on the Agency's present knowledge and expectations. The Agency is hereby authorized to adjust the presently anticipated urban renewal projects and use of revenue allocation financing of the related Project Costs if the Board deems such adjustment necessary or convenient to effectuate the general objectives of the Plan in order to account for revenue inconsistencies and unknown future costs. Agency revenue and the ability to fund reimbursement of eligible Project Costs are more specifically detailed in the annual budget.

Revenues will continue to be allocated to the Agency until termination of the revenue allocation area as set forth in Section 800. Attachment 4 incorporates estimates and projections based on the Agency's present knowledge and expectations concerning the length of time to complete the improvements and estimated future revenues. The activity may take longer depending on the significance and timeliness of development. Alternatively, the activity may be completed earlier if revenue allocation proceeds are greater or the Agency obtains additional funds.

#### **502.1 Economic Feasibility Study**

Attachment 4 constitutes the Economic Feasibility Study (entitled Financial Feasibility Study) ("Study") for the urban renewal area prepared by Welch Comer Engineers in association with Heartland LLC Real Estate Advisors. Primary contacts are Phil Boyd, P.E. and Matt Anderson, respectively. The Study constitutes the financial analysis required by the Act and is based upon existing information from property owners, developers, the Agency, City and others. Further detail supporting the data provided in the Study is included in the Atlas Site Masterplan for Atlas Waterfront Project, dated September 2018 (the "Comprehensive Report"). The Comprehensive Report more broadly supports the anticipated spectrum of development for the greater project over three revenue allocation areas based on the significant work with stakeholders and is available for review and copying at the Agency's office.

#### **502.2 Assumptions and Conditions/Economic Feasibility Statement**

The information contained in Attachment 4 assumes certain completed and projected actions. All debt is projected to be repaid no later than the duration period of the Plan. The total amount of bonded indebtedness (and all other loans or indebtedness) and the amount of revenue generated by revenue allocation are dependent upon the extent and timing of private development. Should all of the development take place as projected, the project indebtedness could be extinguished earlier, dependent upon the bond sale documents or other legal obligations. Should private development take longer to materialize, or should the private development be substantially less than projected, then the amount of revenue generated will be substantially reduced and debt may continue for its full term.

The Plan and the Plan Attachments incorporate estimates and projections based on the Agency's present knowledge and expectations. The Plan proposes certain public improvements as set forth in Attachment 4, which will facilitate development in the Revenue Allocation Area.

The assumptions set forth in the Study are based upon the best information available to the Agency through public sources or discussions with property owners, developers, and others. The information has been analyzed by the Agency and its consultants in order to provide an analysis that meets the requirements set forth under the Law and Act. At the point in time when the Agency may seek a loan from lenders or others, a more detailed and then-current financial pro forma will be presented to those lenders or underwriters for analysis to determine the borrowing capacity of the Agency. As set forth herein, the Agency reserves the right to fund the Project on a "pay as you go" basis. The Agency Board will prioritize the activities set forth in this Plan and determine what funds are available and what activities can be funded. The Agency will establish those priorities through its mandated annual budgetary process.

The assumptions concerning revenue allocation proceeds are based upon certain assessed value increases and assumed levy rates as more specifically set forth in Attachment 4. Data obtained from Kootenai County in July of 2018 was used to estimate new building valuations beginning in fiscal year 2019. Building valuation for single family homes and townhomes were determined by estimated trended sales and price per square foot of units. Building valuations for rental apartments, retail, and medical offices were determined by capitalizing projected net operating income. Assumptions for both these methods are outlined in the Study. Valuations for these development uses were escalated at three (3) percent per year once complete and delayed one (1) year before being fully assessed by the County. The 2017 levy rates were used in the district forecast model and were held constant over the twenty (20) year term of the district.

The types of new construction expected in the Project Area are: mixed-use, residential, commercial, secondary waterfront commercial and retail areas, cultural centers, medical facilities, educational facilities, multi-purpose athletic and performance facilities, other public facilities and improvements, including, but not limited to streets, streetscapes, water and sewer improvements, environmental remediation/site preparation, parking, community facilities, parks, pedestrian/bike paths and trails, shoreline stabilization, riverfront access points, docks, marina, plazas and water dog park. The Project Area has potential for a significant increase in residential, commercial, secondary waterfront commercial and retail growth due to the location of the Project Area. However, without a method to construct the identified public improvements such as water lines, street infrastructure, and pedestrian amenities, development is unlikely to occur in much of the Project Area.

### **502.3 Ten Percent Limitation**

Under the Act, the base assessed valuation for all revenue allocation areas cannot exceed gross/net ten percent (10%) of the current assessed taxable value for the entire City. According to

the Kootenai County Assessor, the assessed taxable value for the City as of January 1, 2017<sup>1</sup>, less homeowner's exemptions is \$4,487,283,826. Therefore, the 10% limit is \$448,728,383.

The adjusted base assessed value of each of the existing or proposed expansions to the existing revenue allocation areas as of January 1, 2017, is as follows:

Existing River District Project Area	\$16,047,528
2018 River District Project Area Amendment <sup>2</sup>	\$1,790,106
Existing Lake District Project Area	\$126,124,003
2018 Lake District Project Area Amendment	\$1,400,953
Atlas District Project Area	\$8,885,404

The adjusted base values for the combined revenue allocation areas total \$154,247,994, which is less than 10% of the City's 2017 taxable value.

#### **502.4 Financial Limitation**

The Study identifies several capital improvement projects. Use of any particular financing source for any particular purpose is not assured or identified. Use of the funding source shall be conditioned on any limitations set forth in the Law, the Act, by contract, or by other federal regulations. If revenue allocation funds are unavailable, then the Agency will need to use a different funding source for that improvement.

The amount of funds available to the Agency from revenue allocation financing is directly related to the assessed value of new improvements within the Revenue Allocation Area. Under the Act, the Agency is allowed the revenue allocation generated from inflationary increases and new development value. Increases have been assumed based upon the projected value of new development as that development occurs along with possible land reassessment based on a construction start.

The Study, with the various estimates and projections, constitutes an economic feasibility study. Costs and revenues are analyzed, and the analysis shows the need for public capital funds during the project. Multiple financing sources including proposed revenue allocation notes, annual revenue allocations, developer contributions, city contributions, interfund loan, property disposition, and other funds are shown. This Study identifies the kind, number, and location of all proposed public works or improvements, a detailed list of estimated project costs, a description of the methods of financing illustrating project costs, and the time when related costs or monetary obligations are to be incurred. See Idaho Code § 50-2905. Based on these funding sources, the conclusion is that the project is feasible.

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<sup>1</sup> Due to the timing of the assessment process and creation of this Plan, the 2017 values have been used to establish compliance with the 10% limitation. Using the 2017 values, the total adjusted base value of the existing and proposed revenue allocation areas combined with the value of this Project Area are less than 4% of the total taxable value of the City. Even assuming an increase in values for 2018, the combined adjusted base values of the revenue allocation areas would not exceed 10% of the current assessed taxable value for the entire City.

<sup>2</sup> The Second Amendment to the River District Project Area also includes a deannexation. The deannexation will have no impact on this analysis as the property to be deannexed is owned by the City and is tax exempt.

The proposed timing for the public improvements may very well have to be adjusted depending upon the availability of some of the funds and the Agency's ability to finance any portion of the Project. **Any adjustment to Project timing or funding is technical or ministerial in nature and shall not be considered a modification of the Plan pursuant to Idaho Code § 50-2903A.**

Attachment 4 lists those public improvements the Agency intends to construct through the term of the Plan. The costs of improvements are estimates only as it is impossible to know with any certainty what the costs of improvements will be in future years. There is general recognition that construction costs fluctuate and are impacted by future unknowns, such as, the cost of materials and laborers. Final costs will be determined by way of construction contract public bidding or by an agreement between the developer/owner and Agency. The listing of public improvements does not commit the Agency to any particular level of funding; rather, identification of the activity in the Plan allows the Agency to negotiate the terms of any reimbursement with the developer. This Plan does not financially bind or obligate the Agency to any project or property acquisition; rather, for purposes of determining the economic feasibility of the Plan certain projects and expenditures have been estimated and included in the analysis. Agency revenue and the ability to fund reimbursement of eligible Project Costs is more specifically detailed in any participation agreement and in the annual budget adopted by the Agency Board.

The Agency reserves its discretion and flexibility in deciding which improvements are more critical for development, and the Agency intends to coordinate its public improvements with associated development by private developers/owners. The Agency also intends to coordinate its participation in the public improvements with the receipt of certain grants or loans which may require the Agency's participation in some combination with the grant and loan funding.

Generally, the Agency expects to develop those improvements identified in Attachment 4 first, in conjunction with private development within the Project Area generating the increment as identified in Attachment 4.

The Plan has shown that the equalized valuation of the Revenue Allocation Area as defined in the Plan is likely to increase as a result of the initiation and completion of urban renewal projects pursuant to the Plan.

#### **502.5 Participation with Local Improvement Districts and Business Improvement Districts**

Under the Idaho Local Improvement District Code, Chapter 17, Title 50, Idaho Code, the City has the authority to establish local improvement districts for various public facilities, including, but not limited to, streets, curbs, gutters, sidewalks, storm drains, landscaping, and other like facilities. To the extent allowed by the Law and the Act, the Agency reserves the authority, but not the obligation, to participate in the funding of local improvement district

facilities. This participation may include either direct funding to reduce the overall cost of the LID or to participate as an assessed entity to finance the LID project. Similarly, to the extent allowed by the Law and the Act, the Agency reserves the authority, but not the obligation, to participate in the funding of the purposes specified under the Business Improvement Districts, Chapter 26, Title 50, Idaho Code.

#### **502.6 Issuance of Debt and Debt Limitation**

Any debt incurred by the Agency as allowed by the Law and Act shall be secured by revenues identified in the debt resolution or revenue allocation funds as allowed by the Act. All such debt shall be repaid within the duration of this Plan, except as may be authorized by law.

#### **502.7 Impact on Other Taxing Districts and Levy Rate**

An estimate of the overall impact of the revenue allocation project on each taxing district is shown in the Study.

The assessed value for each property in a revenue allocation area consists of a base value and an increment value. The base value is the assessed value as of January 1 of the year in which a revenue allocation area is approved by a municipality, with periodic adjustments allowed by Idaho law. The increment value is the difference between the adjusted base assessed value and current assessed taxable value in any given year while the property is in a revenue allocation area. Under Idaho Code § 63-802, taxing entities are constrained in establishing levy rates by the amount each budget of each taxing district can increase on an annual basis. Taxing entities submit proposed budgets to the County Board of Commissioners, which budgets are required to comply with the limitations set forth in Idaho Code § 63-802. Therefore, the impact of revenue allocation is more of a product of the imposition of Idaho Code § 63-802, than the effect of urban renewal.

The County Board of Commissioners calculates the levy rate required to produce the proposed budget amount for each taxing entity using the assessed values which are subject to each taxing entity's levy rate. Assessed values in urban renewal districts which are subject to revenue allocation (incremental values) are not included in this calculation. The combined levy rate for the taxing entities is applied to the incremental property values in a revenue allocation area to determine the amount of property tax revenue which is allocated to an urban renewal agency. The property taxes generated by the base values in the urban renewal districts and by properties outside revenue allocation areas are distributed to the other taxing entities. Properties in revenue allocation areas are subject to the same levy rate as they would be outside a revenue allocation area. The difference is how the revenue is distributed. If the overall levy rate is less than assumed, the Agency will receive fewer funds from revenue allocation.

In addition, without the Revenue Allocation Area and its ability to pay for public improvements and public facilities, fewer substantial improvements within the Revenue Allocation Area would be expected during the term of the Plan; hence, there would be lower increases in assessed valuation to be used by the other taxing entities.

One result of new construction occurring outside the revenue allocation area (Idaho Code §§ 63-802 and 63-301A) is the likely reduction of the levy rate as assessed values increase for property within each taxing entity's jurisdiction. From and after December 31, 2006, Idaho Code § 63-301A prohibits taxing entities from including, as part of the new construction roll, the increased value related to new construction within a revenue allocation area until the revenue allocation authority is terminated. Any new construction within the Project Area is not available for inclusion by the taxing entities to increase their budgets. Upon termination of this Plan or deannexation of area, the taxing entities will be able to include the accumulated new construction roll value in setting the following year's budget and revenue from such value is not limited to the three percent increase allowed in Idaho Code § 63-802(1)(a).

As 2018 certified levy rates are not determined until late September 2018, the 2017 certified levy rates have been used in the Study for purposes of the analysis.<sup>3</sup> Those taxing districts and rates are as follows:

Taxing District Levies:

Kootenai County	.002970344
City of Coeur d'Alene	.005314476
Coeur d'Alene School District #271	.000010319
Kootenai County Ambulance	.000162808
Post Falls Highway District	.000566224
North Idaho Junior College	.000981595
Kootenai County Hospital	.000000000
 TOTAL:	 .010005766

The Study has made certain assumptions concerning the levy rate. First, it is anticipated the parcels currently located outside the jurisdictional boundary of the City and in unincorporated Kootenai County that are included in the Project Area will be annexed into the City. As a result, the levy rate applied to parcels within the boundaries of the City has been used to estimate revenue. Second, the 2017 levy rate is estimated to remain constant for the life of the revenue allocation area. As the actual impact of the termination of existing revenue allocations occurring during the life of this Project Area is unknown, the Study has assumed a conservative levy rate. The annual increment value is expected to increase by an estimated 2% over the term of the Plan. If the overall levy rate is less than projected, or the land values do not increase as expected, or expected development fails to occur as estimated, the Agency shall receive fewer funds from revenue allocation.

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<sup>3</sup> Due to the timing of the taxing districts' budget and levy setting process, certification of the 2018 levy rates did not occur until this Plan had been prepared and considered by the Agency. In order to provide a basis to analyze the impact on the taxing entities, the 2017 levy rates are used. Use of the 2017 levy rates provides a more accurate base than estimating the 2018 levy rates.

Pursuant to Idaho Code § 50-2908, the Agency is not entitled to revenue allocation proceeds from certain levy increases which are allowed by either specific statutory authorization or approved by an election of the qualified electors of the particular taxing district. Therefore, for any levy election, the Agency will not receive revenue allocation funds which would have been generated by imposing that levy on the assessed valuation within the Project Area. The Study has taken this statute into account.

### **503 Lease Revenue, Parking Revenue, and Bonds**

Under the Law (Idaho Code § 50-2012), the Agency is authorized to issue revenue bonds to finance certain public improvements identified in the Plan. Under that type of financing, the public entity would pay the Agency a lease payment annually which provides certain funds to the Agency to retire the bond debt. Another variation of this type of financing is sometimes referred to as conduit financing, which provides a mechanism where the Agency uses its bonding authority for the Project, with the end user making payments to the Agency to retire the bond debt. These sources of revenues are not related to revenue allocation funds and are not particularly noted in the Study, because of the “pass through” aspects of the financing. Under the Act, the economic feasibility study focuses on the revenue allocation aspects of the Agency’s financial model.

These financing models typically are for a longer period of time than the 20-year period set forth in the Act. However, these financing models do not involve revenue allocation funds, but rather funds from the end users which provide a funding source for the Agency to continue to own and operate the facility beyond the term of the Plan as allowed by Idaho Code § 50-2905(8) as those resources involve funds not related to revenue allocation funds.

### **504 Membership Dues and Support of Community Economic Development**

The Act is premised upon economic development being a valid public purpose. To the extent allowed by the Law and the Act, the Agency reserves the authority to use revenue allocation funds to contract with non-profit and charitable organizations established for the purpose of supporting economic development and job creation. Additionally, the Agency reserves the authority to expend revenue allocation funds to join, participate and support non-profit organizations established to support Agency best practices and administration. The line item of Operating Expenses within the Study shall be deemed to include expenditures for the purposes described in this section as may be deemed appropriate during the annual budgetary process.

## **600 ACTIONS BY THE CITY**

The City shall aid and cooperate with the Agency in carrying out this Plan and shall take all actions necessary to ensure the continued fulfillment of the purposes of this Plan and to prevent the recurrence or spread in the area of conditions causing deterioration. Actions by the City shall include, but not be limited to, the following:

- a. Institution and completion of proceedings necessary for changes and improvements in private and publicly owned public utilities within or affecting the Project Area.
- b. Revision of zoning (if necessary) within the Project Area and/or adoption of planned unit developments (PUD) or limited design planned unit developments (LDPUD) to permit the land uses and development authorized by this Plan.
- c. Imposition wherever necessary of appropriate controls within the limits of this Plan upon parcels in the Project Area to ensure their proper development and use.
- d. Provision for administrative enforcement of this Plan by the City after development. The City and the Agency may develop and provide for enforcement of a program for continued maintenance by owners of all real property, both public and private, within the Project Area throughout the duration of this Plan.
- e. Building Code enforcement.
- f. Performance of the above actions and of all other functions and services relating to public peace, health, safety, and physical development normally rendered in accordance with a schedule which will permit the redevelopment of the Project Area to be commenced and carried to completion without unnecessary delays.
- g. The undertaking and completing of any other proceedings necessary to carry out the Project.
- h. Administration of Community Development Block Grant funds that may be made available for this Project.
- i. Appropriate agreements with the Agency for administration, supporting services, funding sources, and the like.
- j. Use of public entity labor, services, and materials for construction of the public improvements listed in this Plan.
- k. Transfer of City owned real property in the Project Area to Agency on January 2, 2019.

In addition to the above, the City may elect to waive hookup or installation fees for sewer, water, or other utility services for any facility owned by any public entity or Agency facility and waive any city impact fee for development within the Project Area. The foregoing actions to be taken by the City do not constitute any commitment for financial outlays by the City.



## **601 Maintenance of Public Improvements**

The Agency has not identified any commitment or obligation for long-term maintenance of the public improvements identified. The Agency will need to address this issue with the appropriate entity, public or private, who has benefited from or is involved in the ongoing preservation of the public improvement. The Agency expects to dedicate public improvements to the City.

## **700 ENFORCEMENT**

The administration and enforcement of this Plan, including the preparation and execution of any documents implementing this Plan, shall be performed by the Agency and/or the City.

## **800 DURATION OF THIS PLAN, TERMINATION, AND ASSET REVIEW**

Except for the nondiscrimination and nonsegregation provisions which shall run in perpetuity, the provisions of this Plan shall be effective, and the provisions of other documents formulated pursuant to this Plan, shall be effective for twenty (20) years from the effective date of the Plan subject to modifications and/or extensions set forth in Idaho Code §§ 50-2904 and 50-2905(7). The revenue allocation authority will expire on December 31, 2038, except for any revenue allocation proceeds received in calendar year 2039, as contemplated by Idaho Code § 50-2905(7).

Idaho Code § 50-2903(5) provides the Agency shall adopt a resolution of intent to terminate the revenue allocation area by September 1. In order to provide sufficient notice of termination to the affected taxing districts to allow them to benefit from the increased budget capacity, the Agency will use its best efforts to provide notice of its intent to terminate this Plan and its revenue allocation authority by May 1, 2039, or if the Agency determines an earlier terminate date, then by May 1 of the early termination year:

- a. When the Revenue Allocation Area plan budget estimates that all financial obligations have been provided for, the principal of and interest on such moneys, indebtedness, and bonds have been paid in full or when deposits in the special fund or funds created under this chapter are sufficient to pay such principal and interest as they come due, and to fund reserves, if any, or any other obligations of the Agency funded through revenue allocation proceeds shall be satisfied and the Agency has determined no additional project costs need be funded through revenue allocation financing, the allocation of revenues under Idaho Code § 50-2908 shall thereupon cease; any moneys in such fund or funds in excess of the amount necessary to pay such principal and interest shall be distributed to the affected taxing districts in which the Revenue Allocation Area is located in the same manner and proportion as the most recent distribution to the affected taxing districts of the taxes on the taxable property located within the Revenue Allocation Area; and the powers granted to the urban renewal agency under Idaho Code § 50-2909 shall thereupon terminate.

- b. In determining the termination date, the Plan shall recognize that the Agency shall receive allocation of revenues in the calendar year following the last year of the revenue allocation provision described in the Plan.
- c. For the fiscal year that immediately predates the termination date, the Agency shall adopt and publish a budget specifically for the projected revenues and expenses of the Plan and make a determination as to whether the Revenue Allocation Area can be terminated before January 1 of the termination year pursuant to the terms of Idaho Code § 50-2909(4). In the event that the Agency determines that current tax year revenues are sufficient to cover all estimated expenses for the current year and all future years, by May 1, but in any event, no later than September 1, the Agency shall adopt a resolution advising and notifying the local governing body, the county auditor, and the State Tax Commission, recommending the adoption of an ordinance for termination of the Revenue Allocation Area by December 31 of the current year, and declaring a surplus to be distributed as described in Idaho Code § 50-2909 should a surplus be determined to exist. The Agency shall cause the ordinance to be filed with the office of the county recorder and the Idaho State Tax Commission as provided in Idaho Code § 63-215.

Upon termination of the revenue allocation authority of the Plan to the extent the Agency owns or possesses any assets, subject to the following paragraph, the Agency shall-intends to dispose of any remaining assets by granting or conveying or dedicating such assets to the City, unless based on the nature of the asset, disposition to another public entity is more appropriate.

As allowed by Idaho Code § 50-2905(8), the Agency may retain assets or revenues generated from such assets as loans;long as the Agency shall have resources other than revenue allocation funds to operate and manage such assets. Similarly, facilities which provide a least lease income stream to the Agency for full retirement of the facility debt will allow the Agency to meet debt services obligations and provide for the continued operation and management of the facility.

~~For those assets which do not provide such resources or revenues, the Agency will likely convey such assets to the City, depending on the nature of the asset.~~

## **900 PROCEDURE FOR AMENDMENT OR MODIFICATION**

To the extent there is any outstanding loans or obligations, this Plan shall not be modified pursuant to the provisions set forth in Idaho Code § 50-2903A. Modification of this Plan results in a reset of the base assessment roll values to the current values in the year following the modification year as more fully set forth in Idaho Code § 50-2903A subject to certain limited exceptions contained therein. As more specifically identified above, the Agency's projections are based on estimated values, estimated levy rates, estimated future development, and estimated costs of future construction/improvements. Annual adjustments as more specifically set forth in

## **601 Maintenance of Public Improvements**

The Agency has not identified any commitment or obligation for long-term maintenance of the public improvements identified. The Agency will need to address this issue with the appropriate entity, public or private, who has benefited from or is involved in the ongoing preservation of the public improvement. The Agency expects to dedicate public improvements to the City.

## **700 ENFORCEMENT**

The administration and enforcement of this Plan, including the preparation and execution of any documents implementing this Plan, shall be performed by the Agency and/or the City.

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Except for the nondiscrimination and nonsegregation provisions which shall run in perpetuity, the provisions of this Plan shall be effective, and the provisions of other documents formulated pursuant to this Plan, shall be effective for twenty (20) years from the effective date of the Plan subject to modifications and/or extensions set forth in Idaho Code §§ 50-2904 and 50-2905(7). The revenue allocation authority will expire on December 31, 2038, except for any revenue allocation proceeds received in calendar year 2039, as contemplated by Idaho Code § 50-2905(7).

Idaho Code § 50-2903(5) provides the Agency shall adopt a resolution of intent to terminate the revenue allocation area by September 1. In order to provide sufficient notice of termination to the affected taxing districts to allow them to benefit from the increased budget capacity, the Agency will use its best efforts to provide notice of its intent to terminate this Plan and its revenue allocation authority by May 1, 2039, or if the Agency determines an earlier terminate date, then by May 1 of the early termination year:

- a. When the Revenue Allocation Area plan budget estimates that all financial obligations have been provided for, the principal of and interest on such moneys, indebtedness, and bonds have been paid in full or when deposits in the special fund or funds created under this chapter are sufficient to pay such principal and interest as they come due, and to fund reserves, if any, or any other obligations of the Agency funded through revenue allocation proceeds shall be satisfied and the Agency has determined no additional project costs need be funded through revenue allocation financing, the allocation of revenues under Idaho Code § 50-2908 shall thereupon cease; any moneys in such fund or funds in excess of the amount necessary to pay such principal and interest shall be distributed to the affected taxing districts in which the Revenue Allocation Area is located in the same manner and proportion as the most recent distribution to the affected taxing districts of the taxes on the taxable property located within the Revenue Allocation Area; and the powers granted to the urban renewal agency under Idaho Code § 50-2909 shall thereupon terminate.

- b. In determining the termination date, the Plan shall recognize that the Agency shall receive allocation of revenues in the calendar year following the last year of the revenue allocation provision described in the Plan.
- c. For the fiscal year that immediately predates the termination date, the Agency shall adopt and publish a budget specifically for the projected revenues and expenses of the Plan and make a determination as to whether the Revenue Allocation Area can be terminated before January 1 of the termination year pursuant to the terms of Idaho Code § 50-2909(4). In the event that the Agency determines that current tax year revenues are sufficient to cover all estimated expenses for the current year and all future years, by May 1, but in any event, no later than September 1, the Agency shall adopt a resolution advising and notifying the local governing body, the county auditor, and the State Tax Commission, recommending the adoption of an ordinance for termination of the Revenue Allocation Area by December 31 of the current year, and declaring a surplus to be distributed as described in Idaho Code § 50-2909 should a surplus be determined to exist. The Agency shall cause the ordinance to be filed with the office of the county recorder and the Idaho State Tax Commission as provided in Idaho Code § 63-215.

Upon termination of the revenue allocation authority of the Plan to the extent the Agency owns or possesses any assets, the Agency shall dispose of any remaining assets by granting or conveying or dedicating such assets to the City.

As allowed by Idaho Code § 50-2905(8), the Agency may retain assets or revenues generated from such assets as loans; the Agency shall have resources other than revenue allocation funds to operate and manage such assets. Similarly, facilities which provide a least income stream to the Agency for full retirement of the facility debt will allow the Agency to meet debt services obligations and provide for the continued operation and management of the facility.

For those assets which do not provide such resources or revenues, the Agency will likely convey such assets to the City, depending on the nature of the asset.

## **900 PROCEDURE FOR AMENDMENT OR MODIFICATION**

To the extent there is any outstanding loans or obligations, this Plan shall not be modified pursuant to the provisions set forth in Idaho Code § 50-2903A. Modification of this Plan results in a reset of the base assessment roll values to the current values in the year following the modification year as more fully set forth in Idaho Code § 50-2903A subject to certain limited exceptions contained therein. As more specifically identified above, the Agency's projections are based on estimated values, estimated levy rates, estimated future development, and estimated costs of future construction/improvements. Annual adjustments as more specifically set forth in the Agency's annual budget will be required to account for more/less estimated revenue and

prioritization of projects. Any adjustments for these stated purposes are technical and ministerial and are not deemed a modification under Idaho Code § 50-2903A.

## **1000 SEVERABILITY**

If any one or more of the provisions contained in this Plan to be performed on the part of the Agency shall be declared by any court of competent jurisdiction to be contrary to law, then such provision or provisions shall be null and void and shall be deemed separable from the remaining provisions in this Plan and shall in no way affect the validity of the other provisions of this Plan.

## **1100 ANNUAL REPORT AND OTHER REPORTING REQUIREMENTS**

Under the Law, the Agency is required to file with the City, on or before March 31 of each year, a report of the Agency's activities for the preceding calendar year, which report shall include a complete financial statement setting forth its assets, liabilities, income, and operating expenses as of the end of such calendar year. This annual report shall be considered at a public meeting to report these findings and take comments from the public.

Additionally, the Agency must comply with certain other reporting requirements as set forth in Idaho Code § 67-450E, the local government registry portal, Idaho Code § 50-2913, the tax commission plan repository, and Idaho Code § 50-2903A, the tax commission's plan modification annual attestation. Failure to report the information requested under any of these statutes results in significant penalties, including loss of increment revenue, and the imposition of other compliance measures by the Kootenai County Board of County Commissioners.

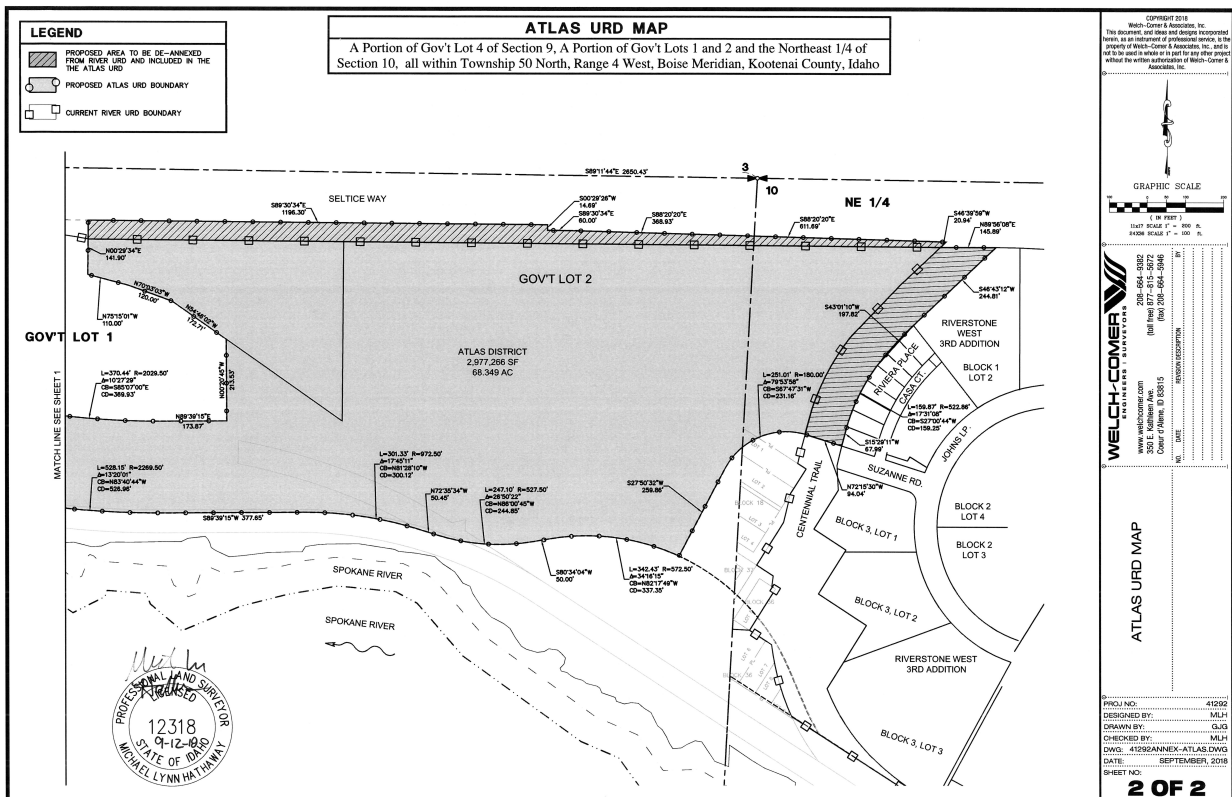
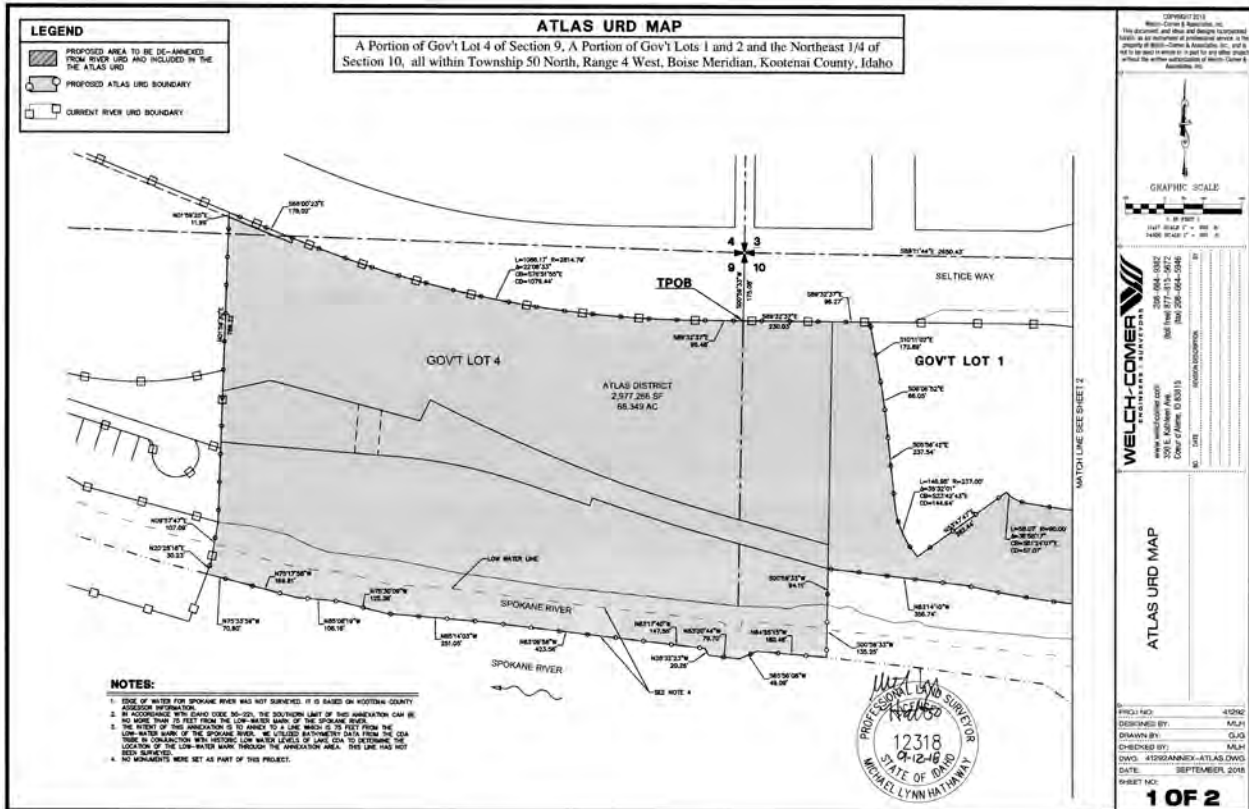
## **1200 APPENDICES, ATTACHMENTS, EXHIBITS, TABLES**

All attachments and tables referenced in this Plan are attached and incorporated herein by their reference. All other documents referenced in this Plan but not attached are incorporated by their reference as if set forth fully.

## Attachment 1

### Project Area and Revenue Allocation Area Boundary Map

The Project Area is also depicted in the maps below.



## Attachment 2

### Legal Description of Project Area and Revenue Allocation Area

An area consisting of approximately 68 acres as more particularly described as follows:



The Atlas District Project Area herein referred to is located generally as follows:

An area consisting of approximately 68 acres of undeveloped land generally bounded by Seltice Way to the north and the U.S. Bank Service Center facility and Mill River development to the west. A portion of the southern boundary runs along the Spokane River to the south and then moves inland and parallels the Spokane River until turning north and connecting with the northeast boundary along Seltice Way with the Riverstone Development to the east. The Project Area includes part of an abandoned lumber mill site and former railroad right-of-way. All structures related to the mill operation have been razed., and as more particularly described as follows:

A portion of Government Lot 4 of Section 9 and a portion of Government Lots 1 and 2 and the Northeast quarter of Section 10, all within Township 50 North, Range 4 West, Boise Meridian, described as follows;

Commencing at the Northwest corner of said Section 10, said corner bears North  $89^{\circ}11'44''$  West a distance of 2650.43 feet from the North quarter corner of said Section 10; Thence South  $00^{\circ}59'33''$  West a distance of 175.08 feet to the southerly right of way of Seltice Way, said point being the **TRUE POINT OF BEGINNING**.

Thence South  $89^{\circ}32'37''$  East a distance of 230.03 feet;

Thence South  $89^{\circ}32'37''$  East a distance of 96.27 feet;

Thence South  $10^{\circ}11'02''$  East a distance of 172.89 feet;

Thence South  $08^{\circ}06'52''$  East a distance of 66.05 feet;

Thence South  $05^{\circ}56'42''$  East a distance of 237.54 feet to the beginning of a curve to the left having a radius of 237.00 feet;

Thence southeasterly along said curve through an arc length of 146.98 feet, a central angle of  $35^{\circ}32'01''$ , a chord bearing of South  $23^{\circ}42'43''$  East and a chord distance of 144.64 feet;

Thence North  $53^{\circ}47'47''$  East a distance of 282.44 feet to the beginning of a non-tangent curve to the left having a radius of 90.00 feet;

Thence southeasterly along said curve through an arc length of 58.07 feet, a central angle of  $36^{\circ}58'17''$ , a chord bearing of South  $61^{\circ}24'07''$  East and a chord distance of 57.07 feet to the beginning of a non-tangent compound curve to the left, having a radius of 2029.50 feet;

Thence southeasterly along said curve through an arc length of 370.44 feet, a central angle of  $10^{\circ}27'29''$ , a chord bearing of South  $85^{\circ}07'00''$  East and a chord distance of 369.93 feet;

Thence North  $89^{\circ}39'15''$  East a distance of 173.87 feet;

Thence North  $00^{\circ}20'45''$  West a distance of 213.53 feet;

Thence North  $54^{\circ} 46' 02''$  West a distance of 172.71 feet;

Thence North  $70^{\circ} 03' 03''$  West a distance of 120.00 feet;

Thence North  $75^{\circ} 15' 01''$  West a distance of 110.00 feet;

Thence North  $00^{\circ} 29' 34''$  East a distance of 141.90 feet;

Thence South  $89^{\circ} 30' 34''$  East a distance of 1196.30 feet;

Thence South  $00^{\circ} 29' 26''$  West a distance of 14.69 feet;

Thence South  $89^{\circ} 30' 34''$  East a distance of 60.00 feet;

Thence South  $88^{\circ} 20' 20''$  East a distance of 368.93 feet;

Thence South  $88^{\circ} 20' 20''$  East a distance of 611.69 feet;

Thence South  $46^{\circ} 39' 59''$  West a distance of 20.94 feet;

Thence North  $89^{\circ} 56' 08''$  East a distance of 145.89 feet;

Thence South  $46^{\circ} 43' 12''$  West a distance of 244.81 feet to a point on a spiral curve as shown on the plat of Riviera Place as recorded in Book L, Page 194, records of Kootenai County, Idaho;

Thence southwesterly along said spiral to a point, the chord of which bears South  $43^{\circ} 01' 10''$  West a distance of 197.82 feet, said point being the beginning of a curve to the left having a radius of 522.86 feet;

Thence southwesterly along said curve, through an arc length of 159.87 feet a central angle of  $17^{\circ} 31' 08''$ , a chord bearing of South  $27^{\circ} 00' 44''$  West and a chord distance of 159.25 feet to the beginning of a spiral curve as shown on said plat of Riviera Place;

Thence southwesterly along said spiral to a point, the chord of which bears South  $15^{\circ} 29' 11''$  West a distance of 67.99 feet to the southwest corner of Lot 1, Block 1 of said Riviera Place;

Thence North  $72^{\circ} 15' 30''$  West a distance of 94.04 feet to the beginning of a curve to the left, having a radius of 180.00 feet;

Thence southwesterly along said curve through an arc length of 251.01 feet, a central angle of  $79^{\circ} 53' 58''$ , a chord bearing of South  $67^{\circ} 47' 31''$  West and a chord distance of 231.16 feet;

Thence South  $27^{\circ} 50' 32''$  West a distance of 259.86 feet to the beginning of a non-tangent curve to the left, having a radius of 572.50 feet;

Thence northwesterly along said curve through an arc length of 342.43 feet, a central angle of  $34^{\circ} 16' 15''$ , a chord bearing of North  $82^{\circ} 17' 49''$  West and a chord distance of 337.35 feet to the beginning of a non-tangent compound curve to the right, having a radius of 575.90 feet;

Thence northwesterly along said curve through an arc length of 347.81 feet, a central angle of  $34^{\circ} 36' 14''$ , a chord bearing of North  $85^{\circ} 59' 43''$  West and a chord distance of 342.55 feet to the beginning of a non-tangent compound curve to the left, having a radius of 972.50 feet;

Thence northwesterly along said curve through an arc length of 301.33 feet, a central angle of  $17^{\circ} 45' 11''$ , a chord bearing of North  $81^{\circ} 28' 10''$  West and a chord distance of 300.12 feet;

Thence South  $89^{\circ} 39' 15''$  West a distance of 377.65 feet to the beginning of a curve to the right, having a radius of 2269.50 feet;

Thence northwesterly along said curve through an arc length of 528.15 feet, a central angle of  $13^{\circ} 20' 01''$ , a chord bearing of North  $83^{\circ} 40' 44''$  West and a chord distance of 526.96 feet;

Thence North  $83^{\circ} 14' 10''$  West a distance of 356.74 feet;

Thence South  $00^{\circ} 59' 33''$  West a distance of 94.11 feet;

Thence South  $00^{\circ} 59' 33''$  West a distance of 135.25 feet to a point which is 75 feet distant when measured perpendicular to the ordinary low water of the Spokane River; thence parallel with and 75 feet distant from said ordinary low water line the following 11 courses

- 1) North  $84^{\circ} 55' 15''$  West 180.48 feet;
- 2) South  $65^{\circ} 56' 08''$  West 49.09 feet;
- 3) North  $83^{\circ} 30' 44''$  West 79.70 feet;
- 4) North  $28^{\circ} 32' 23''$  West 20.26 feet;
- 5) North  $83^{\circ} 17' 40''$  West 147.56 feet;
- 6) North  $83^{\circ} 09' 58''$  West 423.56 feet;
- 7) North  $85^{\circ} 14' 03''$  West 251.05 feet;
- 8) North  $75^{\circ} 30' 09''$  West 125.38 feet;
- 9) North  $85^{\circ} 08' 19''$  West 108.16 feet;
- 10) North  $75^{\circ} 17' 58''$  West 169.81 feet;
- 11) North  $75^{\circ} 33' 59''$  West 70.60 feet;

Thence North  $20^{\circ} 28' 18''$  East a distance of 30.23 feet;

Thence North  $09^{\circ} 57' 47''$  East a distance of 107.09 feet;

Thence North  $01^{\circ} 59' 30''$  East a distance of 786.22 feet;

Thence North  $01^{\circ} 59' 25''$  East a distance of 11.99 feet;

Thence South  $68^{\circ} 00' 23''$  East a distance of 178.02 feet to the beginning of a non-tangent curve to the left, having a radius of 2814.79 feet;

Thence southeasterly along said curve through an arc length of 1086.17 feet, a central angle of  $22^{\circ} 06' 33''$ , a chord bearing of South  $78^{\circ} 51' 55''$  East and a chord distance of 1079.44 feet;

Thence South  $89^{\circ} 32' 37''$  East a distance of 96.48 feet to the **TRUE POINT OF BEGINNING**;

Containing 2,977,266 square feet or 68.349 acres more or less.

### Attachment 3

#### Properties (Public and/or Private) Which May Be Acquired by Agency

1. The Agency intends to acquire all property owned by the City within the Project Area. Further, although not specifically identified, the Agency may also acquire private property parcels to:
  - a) assemble with adjacent parcels to facilitate redevelopment;
  - b) assemble with adjacent rights-of-way to improve configuration and enlarge parcels for redevelopment;
  - c) reconfigure sites for development and possible extension of streets or pathways
  - d) assemble for future transfer to qualified developers to facilitate development consistent with the Plan.
  - e) assemble for the construction of improvements consistent with the Plan.
2. The Agency reserves the right to acquire any additional right-of-way or access routes near or around existing or planned rights-of-way.
3. The Agency reserves the right to acquire property needed to provide adequately sized sites for high priority projects for the development of public improvements (the exact location of which has not been determined).
4. Other parcels may be acquired for the purpose of facilitating catalyst or demonstration projects, constructing public parking, constructing new streets or pathways, enhancing public spaces, or to implement other elements of the urban renewal plan strategy and/or the Master Plan for the Project Area.

Attachment 4

Economic Feasibility Study

*Please see duplicative Attachment 5 in Council Bill 18-1027*

Exhibit 4  
CITY OF COEUR D'ALENE

SUMMARY OF ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COEUR D'ALENE, IDAHO, APPROVING THE URBAN RENEWAL PLAN FOR THE ATLAS URBAN RENEWAL PROJECT, WHICH PLAN INCLUDES REVENUE ALLOCATION FINANCING PROVISIONS; AUTHORIZING THE CITY CLERK TO TRANSMIT A COPY OF THIS ORDINANCE AND OTHER REQUIRED INFORMATION TO COUNTY AND STATE OFFICIALS; PROVIDING SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; APPROVING THE SUMMARY OF THE ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF COEUR D'ALENE:

SECTION 1: It is hereby found and determined that:

- (a) The Atlas District Project Area, as defined in the Atlas Plan, is a deteriorated or a deteriorating area, as defined in the Law and the Act, and qualifies as an eligible urban renewal area under the Law and Act.
- (b) The rehabilitation, conservation, development and redevelopment of the urban renewal area pursuant to the Atlas Plan are necessary in the interests of public health, safety, and welfare of the residents of the City.
- (c) There continues to be a need for the Agency to function in the City.
- (d) The Atlas Plan conforms to the Comprehensive Plan of the City of Coeur d'Alene, as amended.
- (e) The Atlas Plan gives due consideration to the provision of adequate park and recreation areas and facilities that may be desirable for neighborhood improvement (recognizing the mixed use components of the Atlas Plan, the need for overall public improvements, and the proposed public open space), and shows consideration for the health, safety, and welfare of any residents or businesses in the general vicinity of the urban renewal area covered by the Atlas Plan.
- (f) The Atlas Plan affords maximum opportunity consistent with the sound needs of the City as a whole for the rehabilitation, development and redevelopment of the urban renewal area by private enterprises.
- (g) Pursuant to Idaho Code §§ 50-2007(h) and 50-2008(d)(1), the Atlas Plan provides a feasible method for relocation obligations of any displaced families residing

within the Atlas District Project Area and there is not anticipated to be any activity by the Agency that would result in relocation.

- (h) The collective base assessment rolls of the Atlas District Project Area, the area added by the Second Amendment to the Existing River District Project Area, the area added by the Second Amendment to the Existing Lake District Project Area, together with the collective base assessment roll values of the Existing Project Areas, do not exceed ten percent (10%) of the assessed values of all the taxable property in the City.
- (i) The Atlas Plan includes the requirements set out in Idaho Code § 50-2905 with specificity.
- (j) The Atlas Plan is sufficiently complete to indicate such land acquisition, demolition and removal of structures, redevelopment, improvements, and rehabilitation as may be proposed to be carried out in the urban renewal area, zoning and planning changes, if any, land uses, maximum densities, building requirements, and any method or methods of financing such plan, which methods may include revenue allocation financing provisions.
- (k) The urban renewal area, which includes the deteriorating area, as defined in Idaho Code §§ 50-2018(9) and 50-2903(8)(f), does not include any agricultural operation for which the Agency has not received a written consent, or has not been used for agricultural purposes for three (3) consecutive years.
- (l) The portion of the Atlas District Project Area which is identified for non-residential uses is necessary and appropriate to facilitate the proper growth and development standards in accordance with the objectives of the Comprehensive Plan to overcome economic disuse, the need for improved traffic patterns, and the need for the correlation of this area with other areas of the City.
- (m) The portion of the Atlas District Project Area which is identified for residential uses is necessary and appropriate as there is a shortage of housing of sound standards and design which is decent, safe and sanitary in the City; that the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas; that the conditions of blight in the area and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime and constitute a menace to the public health, safety, morals, or welfare; and that the acquisition of the area for residential uses is an integral part of and essential to the program of the City.

SECTION 2: The City Council finds that the Atlas District Project Area has a substantial portion of open land, that the Agency may acquire any open land within the Atlas District Project Area, and that the Atlas District Project Area is planned to be redeveloped in a manner that will include both residential and nonresidential uses. The City Council finds that portions of the Atlas District Project Area are deemed “open land,” and that the criteria set forth



in the Law and Act have been met.

SECTION 3: The City Council finds that one of the Atlas Plan objectives to increase the residential opportunity does meet the sound needs of the City and will provide housing opportunity in an area that does not now contain such opportunity, and the portion of the Atlas District Project Area which is identified for nonresidential uses is necessary and appropriate to facilitate the proper growth and development standards in accordance with the objectives of the Coeur d'Alene Comprehensive Plan to overcome economic disuse, the need for improved traffic patterns, and the need for the correlation of this area with other areas of the City.

SECTION 4: The Atlas Plan is attached hereto as Exhibit 3 and is made a part hereof, and the same is hereby approved. As directed by the City Council, the City Clerk and/or the Agency may make certain technical corrections or revisions in keeping with the information and testimony presented at the November 20, 2018, hearing and incorporate changes or modifications, if any.

SECTION 5: No direct or collateral action challenging the Atlas Plan shall be brought prior to the effective date of this Ordinance or after the elapse of thirty (30) days from and after the effective date of this Ordinance adopting the Atlas Plan.

SECTION 6: Upon the effective date of this Ordinance, the City Clerk is authorized and directed to transmit to the County Auditor and Tax Assessor of Kootenai County and to the appropriate officials of the City of Coeur d'Alene, Coeur d'Alene School District #271, Kootenai County, Kootenai County Ambulance, Post Falls Highway District, North Idaho Junior College, Kootenai County Hospital and the State Tax Commission a copy of this Ordinance, a copy of the legal description of the boundaries of the Revenue Allocation Area, and a map or plat indicating the boundaries of the Revenue Allocation Area.

SECTION 7: The City Council hereby finds and declares that the Revenue Allocation Area as defined in the Atlas Plan, the equalized assessed valuation of which the City Council hereby determines is in and is part of the Atlas Plan is likely to continue to increase as a result of the initiation and completion of urban renewal projects pursuant to the Atlas Plan.

SECTION 8: The City Council hereby approves and adopts the following statement policy relating to the appointment of City Council members as members of the Agency's Board of Commissioners: If any City Council members are appointed to the Board, they are not acting in an ex officio capacity but, rather, as private citizens who, although they are also members of the City Council, are exercising their independent judgment as private citizens when they sit on the Board. Except for the powers to appoint and terminate Board members and to adopt the Atlas Plan, the City Council recognizes that it has no power to control the powers or operations of the Agency.

SECTION 9: So long as any Agency bonds, notes or other obligations are outstanding, the City Council will not exercise its power under Idaho Code § 50-2006 to designate itself as the Agency Board.

**SECTION 10:** So long as any Agency bonds, notes or other obligations are outstanding, the City Council will not modify the Atlas Plan in a manner that would result in a reset of the base assessment value to current value in the year modification occurs as further set forth in the Act.

**SECTION 11:** This Ordinance shall be in full force and effect immediately upon its passage, approval, and publication and shall be retroactive to January 1, 2018, to the extent permitted by the Act.

**SECTION 12:** The provisions of this Ordinance are severable, and if any provision of this Ordinance or the application of such provision to any person or circumstance is declared invalid for any reason, such declaration shall not affect the validity of remaining portions of this Ordinance.

**SECTION 13:** The Summary of this Ordinance, a copy of which is attached hereto as Exhibit 4, is hereby approved.

**SECTION 14:** All ordinances, resolutions, orders or parts thereof in conflict herewith are hereby repealed, rescinded and annulled.

**SECTION 15:** SAVINGS CLAUSE: This ordinance does not affect an action or proceeding commenced or right accrued before this ordinance takes effect.

PASSED by the City Council of the City of Coeur d'Alene, Idaho, on this 4<sup>th</sup> day of December 2018.

APPROVED by the Mayor of the City of Coeur d'Alene, Idaho, on this 4<sup>th</sup> day of December 2018.

### **EXHIBITS TO THE ORDINANCE**

- |           |   |
|-----------|---|
| Exhibit 1 | Coeur d'Alene Planning Commission Findings and Order Validating Conformity of the Urban Renewal Plan for the Atlas Urban Renewal Project Area with the City of Coeur d'Alene's Comprehensive Plan |
| Exhibit 2 | Notice Published in the <i>Coeur d'Alene Press</i>  |
| Exhibit 3 | Urban Renewal Plan for the Atlas Urban Renewal Project  |
| Exhibit 4 | Ordinance Summary   |

### **SUMMARY OF THE ATLAS PLAN**

The Urban Renewal Plan for the Atlas Urban Renewal Project ("Atlas District Plan") was prepared by the Coeur d'Alene Urban Renewal Agency formerly d/b/a Lake City Development Corporation and now d/b/a ignite cda ("Agency") pursuant to the Idaho Urban Renewal Law of

1965, Chapter 20, Title 50, Idaho Code, as amended (the “Law”), the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended (the “Act”), and all applicable laws and ordinances and was approved by the Agency. The Atlas District Plan provides for the Agency to undertake urban renewal projects pursuant to the Law and the Act. The Atlas District Plan contains a revenue allocation financing provision pursuant to the Act that will cause property taxes resulting from any increases in equalized assessed valuation in excess of the equalized assessed valuation as shown on the original base assessment roll as of January 1, 2018, to be allocated to the Agency for the urban renewal purposes.

The general scope and objectives of the Atlas District Plan are:

- a. The acquisition of real property from the City on January 2, 2019, or other sellers, for right-of-way improvements, public parks, pedestrian facilities and trails, riverfront access points, shoreline stabilization, docks, marina, and water dog park and to encourage development opportunities consistent with the Plan, including but not limited to future disposition to qualified developers;
- b. The demolition or removal of certain buildings and improvements for public rights-of-way for streets, utilities, walkways, and other improvements, for public facility building sites, to eliminate unhealthful, unsanitary, or unsafe conditions, enhance density, eliminate obsolete or other uses detrimental to the public welfare or otherwise to remove or to prevent the spread of deteriorating or deteriorated conditions;
- c. The participation by property owners in projects within the Project Area to achieve the objectives of this Plan;
- d. The management of any property acquired by and under the ownership and control of the Agency;
- e. The relocation assistance to displaced Project Area occupants as a result of any Agency activity, as required by law;
- f. The elimination of environmental deficiencies in the Project Area by site remediation;
- g. The installation, construction, or reconstruction of streets and utilities, including, removal, burying, or relocation of overhead utilities; extension of electrical distribution lines and transformers; improvement of irrigation and drainage ditches and laterals; addition of fiber optic lines or other communication systems; and improvement of storm drainage facilities, flood control facilities, parking facilities, and other public improvements, including but not limited to, water and sewer improvements, fire protection systems, roadways, curbs, gutters, and streetscapes, which for purposes of this Plan, the term streetscapes includes sidewalks, lighting, landscaping, benches, bike racks, public art and similar amenities between the curb and right-of-way line; and other public

improvements, including parks, pedestrian/bike paths and trails, plazas, open space, riverfront access points and docks, shoreline stabilization, marina, water dog park and other recreational facilities; other public improvements related to the development of mixed-use residential, commercial, secondary waterfront commercial and retail areas, cultural centers, medical facilities, educational facilities, multi-purpose athletic and performance facilities, and other public facilities that may be deemed appropriate by the Board;

- h. The disposition of real property through a competitive process in accordance with this Plan, Idaho law, including Idaho Code § 50-2011, and any disposition policies adopted by the Agency;
- i. The redevelopment of land by private enterprise or public agencies for uses in accordance with this Plan;
- j. The rehabilitation of structures and improvements by present owners and their successors;
- k. The preparation and assembly of adequate sites for the development and construction of facilities for mixed-use, residential, commercial, secondary waterfront commercial and retail areas, cultural centers, medical facilities, educational facilities and multi-purpose athletic and performance facilities;
- l. To the extent allowed by law, lend or invest federal funds to facilitate redevelopment; and
- m. In conjunction with the City, the establishment and implementation of performance criteria to assure high site design standards and environmental quality and other design elements which provide unity and integrity to the entire Project Area, including commitment of funds for planning studies, achieving high standards of development, and leveraging such development to achieve public objectives and efficient use of scarce resources.

Any such land uses as described in the Atlas District Plan will be in conformance with zoning for the City of Coeur d'Alene and the City of Coeur d'Alene's Comprehensive Plan, as adopted by the City Council, and as may be amended. Land made available will be developed by private enterprises or public agencies as authorized by law. The Atlas District Plan identifies various public and private improvements which may be made within the Atlas District Project Area.

The Atlas District Project Area herein referred to is located generally as follows:

An area consisting of approximately 68 acres of undeveloped land generally bounded by Seltice Way to the north and the U.S. Bank Service Center facility and Mill River development to the west. A portion of the southern boundary runs along the Spokane River to the south and then moves inland and parallels the Spokane River until turning

north and connecting with the northeast boundary along Seltice Way with the Riverstone Development to the east. The Project Area includes part of an abandoned lumber mill site and former railroad right-of-way. All structures related to the mill operation have been razed., and as more particularly described as follows:

A portion of Government Lot 4 of Section 9 and a portion of Government Lots 1 and 2 and the Northeast quarter of Section 10, all within Township 50 North, Range 4 West, Boise Meridian, described as follows;

Commencing at the Northwest corner of said Section 10, said corner bears North 89°11'44" West a distance of 2650.43 feet from the North quarter corner of said Section 10; Thence South 00°59'33" West a distance of 175.08 feet to the southerly right of way of Seltice Way, said point being the **TRUE POINT OF BEGINNING**.

Thence South 89° 32' 37" East a distance of 230.03 feet;

Thence South 89° 32' 37" East a distance of 96.27 feet;

Thence South 10° 11' 02" East a distance of 172.89 feet;

Thence South 08° 06' 52" East a distance of 66.05 feet;

Thence South 05° 56' 42" East a distance of 237.54 feet to the beginning of a curve to the left having a radius of 237.00 feet;

Thence southeasterly along said curve through an arc length of 146.98 feet, a central angle of 35° 32' 01", a chord bearing of South 23° 42' 43" East and a chord distance of 144.64 feet;

Thence North 53° 47' 47" East a distance of 282.44 feet to the beginning of a non-tangent curve to the left having a radius of 90.00 feet;

Thence southeasterly along said curve through an arc length of 58.07 feet, a central angle of 36° 58' 17", a chord bearing of South 61° 24' 07" East and a chord distance of 57.07 feet to the beginning of a non-tangent compound curve to the left, having a radius of 2029.50 feet;

Thence southeasterly along said curve through an arc length of 370.44 feet, a central angle of 10° 27' 29", a chord bearing of South 85° 07' 00" East and a chord distance of 369.93 feet;

Thence North 89° 39' 15" East a distance of 173.87 feet;

Thence North 00° 20' 45" West a distance of 213.53 feet;

Thence North 54° 46' 02" West a distance of 172.71 feet;

Thence North 70° 03' 03" West a distance of 120.00 feet;

Thence North 75° 15' 01" West a distance of 110.00 feet;

Thence North 00° 29' 34" East a distance of 141.90 feet;

Thence South 89° 30' 34" East a distance of 1196.30 feet;

Thence South 00° 29' 26" West a distance of 14.69 feet;

Thence South 89° 30' 34" East a distance of 60.00 feet;

Thence South 88° 20' 20" East a distance of 368.93 feet;

Thence South 88° 20' 20" East a distance of 611.69 feet;

Thence South 46° 39' 59" West a distance of 20.94 feet;

Thence North 89° 56' 08" East a distance of 145.89 feet;

Thence South 46° 43' 12" West a distance of 244.81 feet to a point on a spiral curve as shown on the plat of Riviera Place as recorded in Book L, Page 194, records of Kootenai County, Idaho;

Thence southwesterly along said spiral to a point, the chord of which bears South 43°01'10" West a distance of 197.82 feet, said point being the beginning of a curve to the left having a radius of 522.86 feet;

Thence southwesterly along said curve, through an arc length of 159.87 feet a central angle of 17°31'08", a chord bearing of South 27°00'44" West and a chord distance of 159.25 feet to the beginning of a spiral curve as shown on said plat of Riviera Place;

Thence southwesterly along said spiral to a point, the chord of which bears South 15°29'11" West a distance of 67.99 feet to the southwest corner of Lot 1, Block 1 of said Riviera Place;

Thence North 72°15'30" West a distance of 94.04 feet to the beginning of a curve to the left, having a radius of 180.00 feet;

Thence southwesterly along said curve through an arc length of 251.01 feet, a central angle of 79°53'58", a chord bearing of South 67°47'31" West and a chord distance of 231.16 feet;

Thence South 27° 50' 32" West a distance of 259.86 feet to the beginning of a non-tangent curve to the left, having a radius of 572.50 feet;

Thence northwesterly along said curve through an arc length of 342.43 feet, a central angle of 34° 16' 15", a chord bearing of North 82° 17' 49" West and a chord distance of 337.35 feet to the beginning of a non-tangent compound curve to the right, having a radius of 575.90 feet;

Thence northwesterly along said curve through an arc length of 347.81 feet, a central angle of 34° 36' 14", a chord bearing of North 85° 59' 43" West and a chord distance of 342.55 feet to the beginning of a non-tangent compound curve to the left, having a radius of 972.50 feet;

Thence northwesterly along said curve through an arc length of 301.33 feet, a central angle of 17° 45' 11", a chord bearing of North 81° 28' 10" West and a chord distance of 300.12 feet;

Thence South 89° 39' 15" West a distance of 377.65 feet to the beginning of a curve to the right, having a radius of 2269.50 feet;

Thence northwesterly along said curve through an arc length of 528.15 feet, a central angle of 13° 20' 01", a chord bearing of North 83° 40' 44" West and a chord distance of 526.96 feet;

Thence North 83° 14' 10" West a distance of 356.74 feet;

Thence South 00° 59' 33" West a distance of 94.11 feet;

Thence South 00° 59' 33" West a distance of 135.25 feet to a point which is 75 feet distant when measured perpendicular to the ordinary low water of the Spokane River; thence parallel with and 75 feet distant from said ordinary low water line the following 11 courses

- 1) North 84° 55' 15" West 180.48 feet;
- 2) South 65° 56' 08" West 49.09 feet;
- 3) North 83° 30' 44" West 79.70 feet;
- 4) North 28° 32' 23" West 20.26 feet;
- 5) North 83° 17' 40" West 147.56 feet;
- 6) North 83° 09' 58" West 423.56 feet;
- 7) North 85° 14' 03" West 251.05 feet;
- 8) North 75° 30' 09" West 125.38 feet;
- 9) North 85° 08' 19" West 108.16 feet;
- 10) North 75° 17' 58" West 169.81 feet;
- 11) North 75° 33' 59" West 70.60 feet;

Thence North 20° 28' 18" East a distance of 30.23 feet;

Thence North 09° 57' 47" East a distance of 107.09 feet;

Thence North 01° 59' 30" East a distance of 786.22 feet;

Thence North 01° 59' 25" East a distance of 11.99 feet;

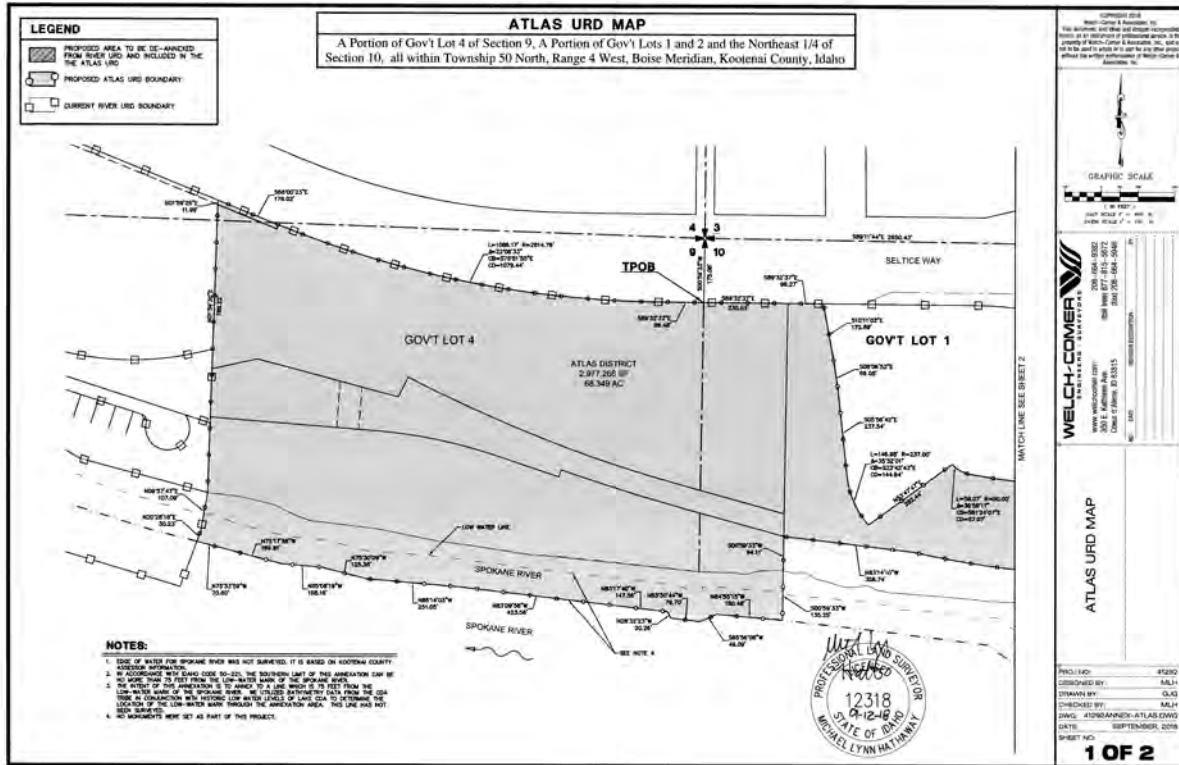
Thence South 68° 00' 23" East a distance of 178.02 feet to the beginning of a non-tangent curve to the left, having a radius of 2814.79 feet;

Thence southeasterly along said curve through an arc length of 1086.17 feet, a central angle of 22° 06' 33", a chord bearing of South 78° 51' 55" East and a chord distance of 1079.44 feet;

Thence South 89° 32' 37" East a distance of 96.48 feet to the **TRUE POINT OF BEGINNING**;

Containing 2,977,266 square feet or 68.349 acres more or less.

The Project Area is also depicted in the maps below.







The program outlined in the Atlas District Plan emphasizes the installation of needed public improvements, street improvements, utility work, and other costs to encourage private development.

Attachment 4 describes in detail the cost and financing methods for complete repayment of the debt incurred used to finance projects and to also fund the additional described activities.

The Atlas District Plan follows the underlying zoning classifications of the city of Coeur d'Alene.

Sections 600 and 700 describe cooperative activities by the Agency with the City.

The duration of the Atlas District Plan is for twenty (20) years. A termination process is described in Section 800 of the Atlas District Plan. The Agency is required to prepare an annual report each year describing its activities during the previous year.

#### **ATTACHMENTS TO THE ATLAS DISTRICT PLAN**

Attachment 1	Map of Urban Renewal Project Area and Revenue Allocation Area
Attachment 2	Legal Description of Urban Renewal Project Area and Revenue Allocation Area
Attachment 3	Properties Which May be Acquired by the Agency
Attachment 4	Economic Feasibility Study

The full text of the Ordinance \_\_\_\_\_ is available at the offices of the City Clerk, City Hall, 710 E. Mullen Avenue, Coeur d'Alene, Idaho, 83814.

This summary is approved by the Coeur d'Alene City Council at its meeting of December 4, 2018.

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Renata McLeod, City Clerk

I, Randall R. Adams, Chief Civil Deputy City Attorney for the City of Coeur d'Alene, Idaho, hereby declare and certify that in my capacity as Chief Civil Deputy City Attorney of the City of Coeur d'Alene, pursuant to Idaho Code Section 50-901A(3) of the Idaho Code as amended, I have reviewed a copy of the above Summary of Ordinance, have found the same to be true and complete, and that said Summary of Ordinance provides adequate notice to the public of the contents, including the exhibits, of Ordinance No. \_\_\_\_\_.

DATED this 4<sup>th</sup> day of December 2018.

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Randall R. Adams, Chief Civil Deputy City Attorney