



REQUEST FOR PROPOSAL (RFP)
Property owned by ignite cda
813-823 N. 4th Street (Midtown) Coeur d'Alene, Idaho

Ignite cda, Coeur d'Alene's Urban Renewal Agency (Agency) is pleased to announce the redevelopment offering for Agency owned property in the Midtown area of Coeur d'Alene (CDA) located at 813-823 N. 4th Street (Property – see graphic below, excludes parking lots).



Midtown RFP Project Area: ignite cda Ownership Depicted in Red

Adjacent Ignite cda Surface Parking Lot Ownership Depicted in Blue

The Agency invites developers to submit redevelopment proposals for this Property in conformance with pertinent zoning regulations, City of CDA Design Guidelines, City of CDA Midtown Overlay Guidelines, and the Second Amended and Restated Lake District Urban Renewal Plan, as amended (Plan).

This competitive proposal process is intended to allow interested developers to respond to public-owned development opportunities. The Agency will negotiate an Exclusive Negotiation Agreement (ENA) with the selected developer to guide discussions leading to the preparation of a Disposition and Development Agreement (DDA).

1. Project Summary:

Property Description:

813-821 N. 4th Street (AINs 123636, 145287, 110859, 133242)

823 N. 4th Street (AIN 142577)

Approximately 23,045 square feet (0.53 acres)

- Special Conditions: Proposals must contain an element of public space accessible and open to the general public.
- Property Size Option: Proposers should submit proposals for development of the entire Property.
- Current Use: 813-821 N. 4th Street property are bare lots. 823 N.4th Street property is developed, currently a commercial retail store. Assumption is that the 823 N 4th Street property would be demolished as part of a new project.
- Current Zoning: Midtown Overlay
- Current Ownership: ignite cda
- Intended Use: Use(s) in conformance with: City of CDA zoning regulations, Midtown Overlay Guidelines, the Plan, and applicable local and state regulations.
- Development Timeline: Construction of improvements must be commenced within six (6) months following execution of the DDA, and completed within twenty-four (24) months following execution of the DDA.
- Property Cost: To be negotiated, but in no case less than the fair value for uses as determined by a fair use appraisal.

2. Background: The Plan was designed to address economic underdevelopment and physical deterioration and to promote the redevelopment of properties in the downtown, midtown and Northwest Boulevard areas of CDA. The improvements envisioned in the Plan are intended to provide an improved environment for new commercial and mixed use-developments, eliminate unsafe and hazardous conditions, improve parking opportunities, assure safe and efficient movement of vehicular traffic, and eliminate areas of blight and deterioration.

3. Project Objective: The Agency is seeking business-owners and developers who are prepared to pay no less than the fair re-use value for the Property and who are willing to develop the Property for purposes and uses in conformance with existing City of CDA zoning regulations, City of CDA Midtown Overlay Guidelines, and the Plan.

The Agency envisions urban development of an esthetically pleasing and efficient project that will complement and enhance the Midtown area of CDA. The design and uses of the proposed development should help to create energy in the Midtown area.

4. Development Requirements: The development will conform to the requirements of all development and zoning regulations and the Plan. City of CDA zoning information can be

found on the City's website (www.cdaid.org). The Plan can be found on the Agency's website (www.ignitecda.org).

- 5. Additional Resources:** Please refer to the two aforementioned websites for additional resources which may be useful in developing a proposal.

6. Submittal Requirements

The proposer shall:

- Submit a cover letter which outlines the relevant details of the development proposed to be constructed on the Property, including, but not limited to: type of use to be conducted; business plan; size of structure, basic design, including one or multiple story configuration;
- Identify business partners, principals, design professionals, and other proposed development team members, highlighting similar relevant project experience and past successful development projects;
- Preliminary concept development plans including concept site plan, floor plans and building elevations;
- Identify any proposed phasing or development sequencing proposed and the timing and schedule of all such phasing;
- Preliminary project pro-forma including project funding sources and development and revenue estimates that demonstrate project viability;
- Provide a purchase price for the Property that the proposer is willing to pay based on the proposed development;
- Be willing to execute a DDA. The DDA instrument is an agreement between the Agency and the developer to develop a project as agreed to by the Agency board, in a certain time frame, with a land cost to the developer as determined by a fair reuse appraisal based upon the Agency approved project; and
- Execute Acknowledgment and Release document (Exhibit 1) at time of submission of proposal.

Four (4) copies of the proposal, including the executed release document, should be submitted (via mail or hand delivery) to the Agency's Director, 105 N. 1st Street, Suite 100, CDA, Idaho 83814. All proposals shall be clearly marked with "Midtown Development Proposal." Project proposals may be received at any time during regular business hours (8:00 a.m. through 5:00 p.m. Monday through Friday, except holidays). The proposals shall be received in the office or postmarked by 3:00 p.m. pacific time on the date specified in paragraph 8 below. No facsimile or e-mail delivery will be accepted.

The Agency reserves the right to reject any and all proposals submitted, or to waive any minor formalities of this request if, in the judgment of the Chair, the interest of the Agency would be served.

- 7. Agency Selection Criteria:** The Agency will select the preferred development proposal based on the following criteria:

- How the proposed development meets the Agency’s goals and objectives as outlined in the Plan, and more specifically:
 - The development’s proposed contribution to the vibrancy of the Midtown area,
 - Probability of the proposed development’s success – based upon the stability and capability of the developer, demonstrated success based on past development projects undertaken by the developer, market analysis, business plan, financial strength, legal requirements, and timeline, and
 - Developer’s expectations of the Agency for the project’s success.

8. Target Dates and Timelines:

- Notice published and RFP issued: October 29, 2018
- Proposals due to Agency: January 11, 2019
- Review of proposals by Agency: January 16, 2019
- Negotiation of terms complete: February 20, 2019
- Execution of Exclusive Negotiation Agreement by: March 1, 2019
- Execution of DDA Agreement by: March 8, 2019

9. Other Information: All questions regarding this RFP should be directed to the Executive Director. Only written responses from the Agency will be deemed official responses.

10. Agency Discretion and Authority: The Agency may accept such proposals as it deems to be in the public interest and furtherance of the purposes of the Idaho Urban Renewal Law and the Plan, or it may proceed with further selection processes, or it may reject any and all submissions. The Agency will determine from the information submitted in the responses, the most qualified developer as evaluated under the criteria set forth herein. Final selection will be made by the Agency Board.

The issuance of the RFP and the receipt and evaluation of submissions does not obligate the Agency to select a developer and/or enter into the Exclusive Right to Negotiate Agreement. Submissions do not constitute contractual terms under any eventual Exclusive Right to Negotiate Agreement. The Agency will not pay costs incurred in responding to this RFP. The Agency may cancel this process at any time prior to the execution of an Exclusive Right to Negotiate Agreement without liability.

11. Public Nature of all Submissions

This RFP is a public process therefore information collected under the RFP is of public record. The information that is received by the Agency may be subject to disclosure under the Idaho Public Records Law. With the potential exception of some credit data, it is anticipated submissions to this RFP will contain little or no material that is exempt from disclosure under the Idaho Public Records Law. Any questions regarding the applicability of the Public Records Law should be addressed by your own legal counsel PRIOR TO SUBMISSION. Any proprietary or otherwise sensitive information contained in or with any proposals may be subject to potential disclosure.

Accordingly, RFP Respondents should take the following steps with respect to any information believed to be exempt from disclosure or confidential: On any items submitted with the RFP that the Respondent believes are exempt from disclosure under the Idaho Public Records Law, clearly mark the upper right corner of each page of any such document or material with the word “Exempt”. This does not mean the document qualifies under the legal definition of eligibility but the Agency will evaluate the request to make the document/page exempt if the content meets the legal requirement otherwise the document will be considered public.

The Agency’s disclosure of documents or any portion of a document submitted and marked as exempt from disclosure under the Idaho Public Records Law may depend upon official or judicial determinations made pursuant to the Idaho Public Records Law.

Exhibit 1: Acknowledgement and Release

The undersigned (“Respondent”), on behalf of Respondent and all participants and parties included or subsequently added in/to Respondent’s development team, has read and fully accepts ignite cda’s (“Agency”) discretion and non-liability as stipulated herein, expressly for, but not limited to, Agency’s decision to proceed with a selection process by issuing the Request for Qualifications/Proposals for the development of the Midtown property (the “RFQ/P”). Capitalized terms not defined herein shall have the meaning ascribed in the RFQ/P.

Respondent accepts and agrees to the terms and conditions as described or as may be modified as well as the following:

1. Agency reserves the right in its sole discretion and judgment, for whatever reasons it deems appropriate and at any time:
 - a. To suspend or modify any part of the selection process or terminate the RFQ/P at any time for any reason with no financial or other obligation to Respondent.
 - b. Obtain further information from any person, entity, or group, including, but not limited to, any person, entity, or group responding to the RFQ/P and to ascertain the depth of Respondent’s capability and desire to develop the Site;
 - c. Waive any formalities or defects as to form, procedure, or content with respect to its RFQ/P and any submission by any respondent;
 - d. Accept or reject any submission or part thereof received in response to the RFQ/P, including any statement submitted by the undersigned, or select any one submission over another;
 - e. Accept or reject all or any part of any materials, plans, proposals or statements included in a submission, including, but not limited to, the nature and type of submission.

2. Agency is governed by state law as provided in Title 50, Chapter 20, and in Title 50, Chapter 29 of the Idaho Code, and other state and federal regulations that may apply, and Respondent acknowledges that the RFQ/P selection process and any assistance in the development of the Site from Agency must conform to all applicable laws, rules and regulations.

3. Agency may, in its discretion, conduct public hearings during the RFQ/P selection process that would require disclosure of the Respondent’s proposed project and related details to the public and the media.

4. Agency may accept or reject any proposal or statement and/or information received in response to the RFQ/P, including any proposal, statement, or information submitted by the undersigned, or select one developer over another.

5. Respondent understands that by responding to the RFQ/P, its proposed project will be subject to review and comment by Agency staff and consultants.

6. Respondent agrees to waive any formalities or defects as to form, procedure, or content with respect to the RFQ/P and any responses by any respondent thereto.

7. Respondent consents to the acquisition of information by Agency in conjunction with this RFQ/P, waives all claims, and releases Agency from any liability in the acquisition of this information and use of this information.

8. Respondent agrees that neither Agency, or the City of Coeur d'Alene (the "City"), shall have any liability whatsoever of any kind or character, directly or indirectly, by reason of all or any decision made at the discretion of Agency or the City.

9. Non-Liability of Agency. Respondent agrees that Agency shall not have any liability whatsoever of any kind or character, directly or indirectly, by reason of all or any decision made at the discretion of Agency as identified above.

10. Respondent, including all team members, have carefully and thoroughly reviewed the RFQ/P and have found the RFQ/P and all attachments thereto to be complete and free from ambiguities and sufficient for their intended purpose.

11. Respondent participates in the RFQ/P process at its own risk.

By: _____

Its: _____

Date: _____