

**URBAN RENEWAL PLAN FOR THE  
HEALTH CORRIDOR DISTRICT 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 \_\_\_\_\_**

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## **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
- Attachment 5      Maps Depicting Expected Land Use and Current Zoning Map of the Project Area

## 100 INTRODUCTION

This is the Urban Renewal Plan (the “Plan”) for the Health Corridor District 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 Health Corridor 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 central metro area of the City, the zoning designation applicable to the Project Area are C-17, C-17L, R-17, and R-12, which currently allows a full range of commercial and residential uses at varying degrees of density. The Agency intends to rely heavily on any applicable City design standards.

**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 support growth of an existing commercial or industrial project in an existing revenue allocation area...” Idaho Code § 50-2903A(1)(a)(iv). The proposed development of the Project Area is primarily a commercial project. Any adjustment to the list of improvements and/or revenue stream to support growth of the proposed commercial project is not a modification under Idaho Code § 50-2903A.**

**Further, 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. 19-02 on December 19, 2018. The Project Area was deemed eligible by the City Council by adoption of Resolution No. 18-065 on December 18, 2018.

With the adoption of Resolution No. 18-065, 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. 20-01 on October 9, 2019, 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 [\_\_\_\_\_, 2019, by Ordinance No. [\_\_\_\_\_].

## **103 History and Current Conditions of the Area**

This Project Area lies centrally within the Coeur d'Alene metro area. The Northwest Boulevard and US-95 interchanges serve as major entry/exit points for the area. To the west across Northwest Boulevard lies the Riverstone development, a mixed-use district with a number

of land uses and site elements envisioned for the Project Area. An existing residential neighborhood borders the Project Area to the south and commercial development comprises the majority of the Project Area's eastern half. The Project Area is anchored by Kootenai Health, an Idaho public hospital district, and its associated campus and includes other medical service buildings creating a "health corridor" from US 95 to Northwest Boulevard, along Ironwood Drive.

The existing Project Area is comprised of a mix of businesses looking to expand, including Kootenai Health, and under-performing properties inhibiting the area's desired growth. These properties have confusing street access and parking lot layouts and lack pedestrian and bicycle amenities. There are a large number of smaller, either vacant or dilapidated properties, around the perimeter of the Kootenai Health campus. The majority of the Project Area was developed by many owners in a haphazard way, with a mixed use of commercial, office, and residential buildings.

Much of the area's traffic is from staff, patients, and visitors to the Kootenai Health campus and several other medical service buildings within the area. Due to limited access points and high traffic volumes, the Project Area is easily overwhelmed and regularly experiences significant congestion. An internal street network and realignment of Ironwood Drive would assist in improving mobility within the Project Area.

The existing sewer and main water systems servicing the corridor are well distributed throughout the Project Area. However, new streets or the realignment of the existing network will necessitate construction of new sewer and water lines. The existing gas and electrical line service of the Project Area is adequate, but will be realigned along the proposed street network, while the Kootenai Health fiber-optic network will be expanded along with its campus development.

The Project Area includes vacant and underutilized land, obsolete buildings and infrastructure, zoning that does not reflect modern land uses, inadequate transportation network, fractured property ownership that inhibits new investment, along with a lack of public space and amenities. The foregoing conditions have arrested or impaired growth in the Project Area.

The Plan proposes improvements for the development of commercial and retail areas, anchored by Kootenai Health, mixed-use, residential, cultural and recreational centers, medical facilities, educational facilities, other public facilities and improvements, including but not limited to streets, streetscapes, bridge, stormwater improvements, water and sewer improvements, environmental remediation/site preparation, public parking, parks and open space, pedestrian/bike paths and trails.

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.

#### **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.

## **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 for reconfiguration of property, street and bridge improvements and realignment, right-of-way improvements infrastructure and utility improvements, public parks, pedestrian facilities and trails, 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 and bridges, 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 engineering, design, installation, construction, or reconstruction and realignment of streets, bridges and utilities, including, traffic flow enhancers, 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, public parking facilities, and other public improvements, including but not limited to, stormwater improvements, 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 and other recreational facilities; other public

improvements related to the development of mixed-use residential, commercial, cultural and recreational facilities, medical facilities, educational 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, and retail areas, cultural and recreation centers, medical facilities, educational facilities and other public facilities and improvements;
- 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 vacant and underutilized land, obsolete buildings and infrastructure, zoning that does not reflect modern land uses, inadequate transportation network, fractured property ownership that inhibits new investment, along with a lack of public space and amenities.

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, bridge 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, and retail areas including opportunities for medical, community, cultural, recreational and educational facilities and improvements, 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 or develop slowly and inefficiently. 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 further development through property reconfiguration for utilization as commercial, mixed-use, retail, residential, medical facilities, educational facilities, cultural and recreational facilities, and other public facilities and improvements, including but not limited to street and bridge construction, reconstruction and realignment, streetscapes, traffic flow enhancers, water and sewer improvements, stormwater improvements, environmental remediation/site preparation, public parking, community facilities, parks, pedestrian/bike paths and trails. 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, 2039. 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, including any agreed upon interest rate, if any, 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. 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 community, recreational and educational facilities, other public facilities and improvements, including, but not limited to streets and bridges, traffic flow enhancers, streetscapes, water and sewer improvements, environmental remediation/site preparation, public parking, community facilities, parks, and pedestrian/bike paths and trails. 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.

Likewise, this Plan does not financially bind or obligate the City to fund or financially participate in any projects. For purposes of determining economic feasibility of the Plan, a City contribution was studied and included in the analysis. The City and/or any other public entity determines its funding priorities during its annual budgeting process. This Plan, the Study and/or any other related documents do not create a current or future debt, liability or obligation of the City, or any other public entity, but simply confirms the Agency's authority to coordinate with the City and/or other public entities during Project Area term.

## **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.

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, 2039. The Agency shall retain its discretion to negotiate an earlier date to accomplish all obligations under any disposition and development agreement.

**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, 2039. 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 500 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 Community Development Block Grant Program (“CDBG”), 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 500 to this Plan or out of any other available funds.

### **313 [Intentionally Omitted]**

### **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 depicted on Attachment 5 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. The zoning classification for the Project Area are C-17, C-17L, R-17, and R-12, which currently allows a full range of commercial and residential uses at varying degrees of density. 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 contemplates the installation, construction, or reconstruction and realignment of streets, bridges and utilities, including traffic flow enhancers within the Project Area as needed for efficient development, 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, bicycle 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, cultural, 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, payments in lieu of taxes, local improvement district funding, community infrastructure district funding, 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, 2019. 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 or public entity partner 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 this Plan and 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 Health Corridor Economic Feasibility Study dated September 2019 (entitled Health Corridor Economic Feasibility Study) ("Study") for the urban renewal area prepared by Government Executive League Oregon Inc., in association with Leland Consulting Group. Primary contacts are Andy Parks and Chris Zahas, 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 Health Corridor Masterplan, dated September 30, 2019 and the Market Analysis, dated June 2019.

### **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 2019 was used to estimate new building valuations beginning in fiscal year 2020. Valuations for these development uses were escalated at two percent (2%) per year once complete and delayed one (1) year before being fully assessed by the County. The 2018 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 construction expected in the Project Area are: commercial, mixed-use, residential, retail areas, medical facilities, cultural and recreational facilities, educational facilities, other public facilities and improvements, including, but not limited to streets, bridges, streetscapes, traffic flow enhancers, water and sewer improvements, stormwater improvements, environmental remediation/site preparation, public parking, community facilities, parks, pedestrian/bike paths and trails. The Project Area has potential for a significant increase in residential, commercial and retail growth due to the location of the Project Area. However, without a method to construct the identified public improvements such as road realignment, traffic enhancers, water and sewer improvements and parking, development is likely to occur in a slow and inefficient manner in 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 March 15, 2019, less homeowner’s exemptions is \$4,502,081,793. Therefore, the 10% limit is \$450,208,179.

The adjusted base assessed value of each of the existing or proposed expansions to the existing revenue allocation areas as of 2018, is as follows:

River District Project Area	\$ 6,563,687
Lake District Project Area	\$125,561,513
Atlas District Project Area	\$ 9,498,937
Health Corridor Project Area	\$197,404,075

The adjusted base values for the combined revenue allocation areas total \$339,028,212, which is less than 10% of the City’s 2019 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, payments in lieu of taxes, 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.

This Plan does not financially bind or obligate the City to fund or financially participate in any projects. For purposes of determining economic feasibility of the Plan, a City contribution was studied and included in the analysis. The City and/or any other public entity determines its funding priorities during its annual budgeting process. This Plan, the Study and/or any other related documents do not create a current or future debt, liability or obligation of the City, or any other public entity, but simply confirms the Agency's authority to coordinate with the City and/or other public entities during Project Area term.

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, Community Infrastructure 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, bridges, 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 and/or Community Infrastructure District Act, Chapter 31, 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 2019 certified levy rates are not yet available, the 2018 certified levy rates have been used in the Study for purposes of the analysis. Those taxing districts and rates are as follows:

Taxing District Levies:

Kootenai County	.002737167
City of Coeur d'Alene	.004967742
Coeur d'Alene School District #271	.000012504
Kootenai County Ambulance	.000152201
Post Falls Highway District	.000514042
North Idaho Junior College	.000885375
Kootenai County Hospital	.000000000
Lakes Highway District*	.000629697
TOTAL:	.009898728

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\*Lakes Highway District was not included in the Study, but has been added here due to a slight overlap in boundaries.

The Study has made certain assumptions concerning the levy rate. First, the above 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. Second, the forecast average annual increase in assessed value over the 20-year planning period is 6.42%. 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 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 Administration 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.

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, or as may have been considered in the Study, do not constitute any commitment, debt, liability or obligation 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, 2039, except for any

revenue allocation proceeds received in calendar year 2040, 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, 2040. 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, 2040, or if the Agency determines an earlier termination 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 long as the Agency shall have resources other than revenue allocation funds to operate and manage such assets. Similarly, facilities which provide a 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, including the exception to allow an amendment to support growth of an existing commercial or industrial project. I.C. § 50-2903A(1)(a)(iv). 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(1)(a)(i).

## **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.

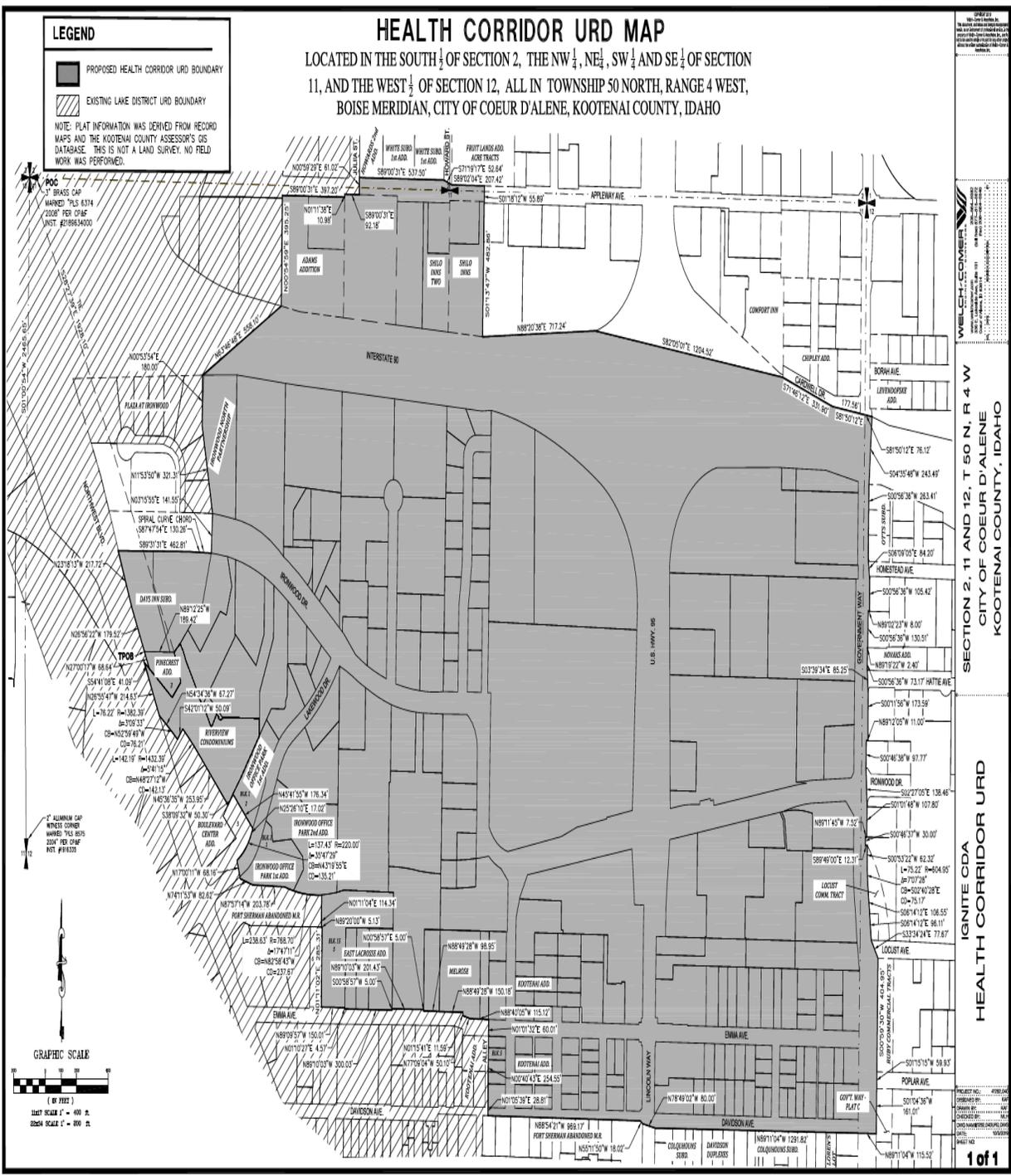
Additionally, the Agency must comply with certain other reporting requirements as set forth in Idaho Code § 67-450E, the local government registry portal, Idaho Code § 50-2913, the tax commission plan repository, and Idaho Code § 50-2903A, the tax commission's plan modification annual attestation. Failure 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



## Attachment 2

### Legal Description of Project Area and Revenue Allocation Area

An area consisting of approximately 264 acres as more particularly described as follows:

All that property being a portion of the South half of Section 2, the NW ¼, NE ¼, SW ¼ and SE ¼ of Section 11 and the West half of Section 12, all in Township 50 North, Range 4 West, Boise Meridian, City of Coeur d'Alene, Kootenai County, Idaho, described as follows:

Commencing at the northwest corner of said Section 11; thence South 28° 27' 39" East, 1928.10 feet to the northeast corner of Lot 3 of Pinecrest Addition to Coeur d'Alene, as shown on the plat on file with the Kootenai County Recorder in Book F of Plats, Page 90; thence North 89° 12' 25" West along the North line of said Lot 3 a distance 189.42 feet to the northwest corner of said Lot 3 on the easterly right of way of Northwest Boulevard and a point on the northeasterly boundary of the Lake District URD; said point also being the **TRUE POINT OF BEGINNING**;

1. thence along said easterly right of way and the boundary of Days Inn Subdivision, as shown on that plat on file with the Kootenai County Recorder in Book F of Plats, Page 190, North 26° 56' 22" West a distance of 179.52 feet;
2. thence North 23° 18' 13" West a distance of 217.72 feet to the south right of way of Ironwood Drive;
3. thence leaving said easterly right of way and said northeasterly URD boundary line and along said south right of way, South 89° 31' 31" East a distance of 462.81 feet to the beginning of a 200-foot spiral curve to the right;
4. thence along said spiral curve having a chord bearing of South 87° 47' 54" East a distance of 130.26 feet to the northeast corner of said subdivision;
5. thence leaving said north right of way and subdivision boundary, North 03° 15' 55" East a distance of 141.55 feet to the southeast corner of Plaza at Ironwood, as shown on that plat on file with the Kootenai County Recorder in Book G of Plats, Page 163;
6. thence along the East boundary of said plat, North 11° 53' 50" West a distance of 321.31 feet;
7. thence North 00° 53' 54" East a distance of 180.00 feet to the northeast corner of said subdivision on the South right of way of Interstate Highway 90;
8. thence leaving said East boundary line and south right of way, North 63° 46' 48" East a distance of 558.10 feet to the North right of way of said Interstate Highway 90 and the southwest corner of Adams Addition to Coeur d'Alene, as shown on that plat on file with the Kootenai County Recorder in Book F of Plats, Page 130;
9. thence leaving said North right of way and along the West line of said subdivision, North 00° 54' 59" East a distance of 395.25 feet to the northwest corner of said subdivision on the South right of way of Appleway Avenue;
10. thence along the North line of said subdivision and said South right of way, South 89° 00' 31" East a distance of 397.20 feet to the northeast corner of said subdivision;

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11. thence leaving said North line and continuing along said South right of way, North  $01^{\circ} 11' 38''$  East a distance of 10.98 feet;
12. thence along said South right of way, South  $89^{\circ} 00' 31''$  East a distance of 92.18 feet;
13. thence leaving said South right of way, North  $00^{\circ} 59' 29''$  East a distance of 61.02 feet to the southwest corner of Howards Second Addition, as shown on that plat on file with the Kootenai County Recorder in Book G of Plats, Page 330, on the North right of way of said Appleway Avenue;
14. thence along said North right of way and the South line of said Howards Second Addition, and along the South line of White Subdivision First Addition (as shown on that plat on file with the Kootenai County Recorder in Book J of Plats, Page 436) and the South line of Howard Subdivision (as shown on that plat on file with the Kootenai County Recorder in Book E of Plats, Page 12), South  $89^{\circ} 00' 31''$  East a distance of 537.50 feet to the West right of way of Howard Street;
15. thence leaving said West right of way, South  $71^{\circ} 19' 17''$  East a distance of 52.64 feet to the intersection of said North right of way and the East right of way of said Howard Street; said North right of way lies within Fruit Lands Addition, as shown on that plat on file with the Kootenai County Recorder in Book C of Plats, Page 12;
16. thence along said North right of way, South  $89^{\circ} 02' 04''$  East a distance of 207.42;
17. thence leaving said North right of way, South  $01^{\circ} 18' 12''$  West a distance of 55.89 feet to the northeast corner of Shilo Inns, as shown on that plat on file with the Kootenai County Recorder in Book F of Plats, Page 254, on said South right of way of Appleway Avenue;
18. thence leaving said South right of way and along the East line of said subdivision, South  $01^{\circ} 13' 47''$  West a distance of 482.86 feet to said North right of way of Interstate Highway 90;
19. thence along said North right of way, North  $88^{\circ} 20' 38''$  East a distance of 717.24 feet;
20. thence South  $82^{\circ} 05' 01''$  East a distance of 1204.52 feet to the intersection of said North right of way with the South right of way of Cardwell Drive, shown as Sunset Drive on that plat of Chipley Addition to Coeur d'Alene on file with the Kootenai County Recorder in Book D of Plats, Page 89;
21. thence continuing along said North right of way and along said South right of way of Cardwell Drive, South  $71^{\circ} 46' 12''$  East a distance of 331.90 feet;
22. thence South  $81^{\circ} 50' 12''$  East a distance of 177.56 feet;
23. thence leaving said South right of way, South  $81^{\circ} 50' 12''$  East a distance of 76.12 feet;
24. thence leaving said North right of way of Interstate Highway 90, South  $04^{\circ} 35' 48''$  West a distance of 243.49 feet to the northwest corner of Ott's Subdivision, as shown on that plat on file with the Kootenai County Recorder in Book D of Plats, Page 29, on the East right of way of Government Way;

25. thence along the West boundary of said subdivision and said East right of way, South 00° 56' 36" West a distance of 263.41 feet to the southwest corner of said subdivision on the North right of way of Homestead Avenue;
26. thence leaving said subdivision and said North right of way, South 06° 09' 05" East a distance of 84.20 feet to the intersection of said East right of way of Government Way with the South right of way of said Homestead Avenue;
27. thence leaving said South right of way and continuing along said East right of way, South 00° 56' 36" West a distance of 105.42 feet;
28. thence North 89° 02' 23" West a distance of 8.00 feet;
29. thence South 00° 56' 36" West a distance of 130.51 feet to the North line of Novaks' Addition, as shown on that plat on file with the Kootenai County Recorder in Book E of Plats, Page 1;
30. thence along said North line, North 89° 19' 22" West a distance of 2.40 feet;
31. thence along the West line of said subdivision, South 00° 56' 36" West a distance of 73.17 feet to the southwest corner of said subdivision at the intersection of said East right of way of Government Way with the North right of way of Hattie Avenue;
32. thence leaving said subdivision and said North right of way, South 03° 39' 34" East a distance of 85.25 feet to the South right of way of said Hattie Avenue;
33. thence continuing along said East right of way, South 00° 11' 56" West a distance of 173.59 feet;
34. thence North 89° 12' 05" West a distance of 11.00 feet;
35. thence South 00° 46' 38" West a distance of 97.77 feet to the North right of way of Ironwood Drive;
36. thence leaving said North right of way, South 02° 27' 05" East a distance of 138.46 feet;
37. thence South 01° 01' 48" West a distance of 107.80 feet;
38. thence North 89° 11' 45" West a distance of 7.52 feet;
39. thence South 00° 46' 37" West a distance of 30.00 feet;
40. thence South 89° 49' 00" East a distance of 12.31 feet to the North corner of Locust Commercial Tract, as shown on that plat on file with the Kootenai County Recorder in Book G of Plats, Page 292;
41. thence along the West line of said subdivision and continuing along said East right of way of Government Way, South 00° 53' 22" West a distance of 62.32 feet to the beginning of a 604.95-foot radius curve to the left;
42. thence along said curve through a central angle of 07° 07' 28", an arc length of 75.22 feet, with a chord bearing South 02° 40' 28" East a distance of 75.17 feet;
43. thence South 06° 14' 12" East a distance of 106.55 feet to an angle point in said subdivision;
44. thence leaving said subdivision and continuing along said East right of way, South 06° 14' 12" East a distance of 96.11 feet to the North right of way of Locust Avenue;

45. thence leaving said North right of way, South 33° 34' 24" East a distance of 77.67 feet to the northwest corner of Ruby Commercial Tracts, as shown on that plat on file with the Kootenai County Recorder in Book I of Plats, Page 32, on the South right of way of said Locust Avenue;
46. thence continuing along said East right of way of Government Way and the West line of said subdivision, South 00° 59' 30" West a distance of 404.95 feet to the southwest corner of said subdivision on the North right of way of Poplar Avenue;
47. thence leaving said subdivision, South 01° 15' 15" West a distance of 59.93 feet to the northwest corner of Government Way-Plat C, as shown on that plat on file with the Kootenai County Recorder in Book F of Plats, Page 183, on the South right of way of said Poplar Avenue;
48. thence leaving said South right of way and along the West line of said subdivision, South 01° 04' 36" West a distance of 161.01 feet to the intersection of said East right of way of Government Way and the prolongation of the South right of way of Davidson Avenue;
49. thence leaving said East right of way and along said right of way prolongation, North 89° 11' 04" West a distance of 115.52 feet to the intersection of the West right of way of said Government Way and said South right of way of Davidson Avenue at the northeast corner of Colquhouns Subdivision, as shown on that plat on file with the Kootenai County Recorder in Book B of Plats, Page 104;
50. thence leaving said West right of way and along said South right of way of Davidson Avenue, also along the North line of said Colquhouns Subdivision, the North line of Loren's Lot (as shown on that plat on file with the Kootenai County Recorder in Book F of Plats, Page 145), and the North line of Davidson Duplexes (as shown on that plat on file with the Kootenai County Recorder in Book L of Plats, Page 269), North 89° 11' 04" West a distance of 1291.82 feet to the East right of way of Lincoln Way;
51. thence leaving said East right of way, North 78° 49' 02" West a distance of 80.00 feet to the intersection of the West right of way of Lincoln Way and said South right of way of Davidson Avenue;
52. thence North 55° 11' 50" West a distance of 18.02 feet;
53. thence continuing along said South right of way in Lot 18 of Fort Sherman Abandoned Military Reservation, North 88° 54' 21" West a distance of 969.17 feet;
54. thence leaving said South right of way, North 01° 05' 39" East a distance of 28.81 feet to the intersection of the North right of way of said Davidson Avenue with the East right of way of an Alley in Block 5 of Kootenai Addition to the City of Coeur d'Alene, as shown on that plat on file with the Kootenai County Recorder in Book C of Plats, Page 8;
55. thence leaving said North right of way and along said East right of way, North 00° 40' 43" East a distance of 254.55 feet to the intersection with the South right of way of Emma Avenue;

56. thence leaving said East right of way of the Alley and said South right of way of Emma Avenue, North  $01^{\circ} 01' 32''$  East a distance of 60.01 feet to the South line of Melrose, as shown on that plat on file with the Kootenai County Recorder in Book L of Plats, Page 183, on the North right of way of said Emma Avenue;
57. thence along said North right of way and said South subdivision line, North  $88^{\circ} 40' 05''$  West a distance of 115.12 feet;
58. thence North  $77^{\circ} 09' 04''$  West a distance of 50.10 feet;
59. thence North  $01^{\circ} 15' 41''$  East a distance of 11.59 feet;
60. thence North  $88^{\circ} 49' 28''$  West a distance of 150.18 feet to the southwest corner of said subdivision;
61. thence leaving said subdivision and continuing along said North right of way, North  $88^{\circ} 49' 28''$  West a distance of 98.95 feet;
62. thence North  $00^{\circ} 58' 57''$  East a distance of 5.00 feet;
63. thence North  $89^{\circ} 10' 03''$  West a distance of 201.43 feet;
64. thence South  $00^{\circ} 58' 57''$  West a distance of 5.00 feet;
65. thence North  $89^{\circ} 10' 03''$  West a distance of 300.03 feet;
66. thence North  $01^{\circ} 10' 27''$  East a distance of 4.57 feet;
67. thence North  $89^{\circ} 09' 57''$  West a distance of 150.01 feet to the West line of Lot 5 of Block 15 of East LaCrosse, as shown on that plat on file with the Kootenai County Recorder in Book B of Plats, Page 119;
68. thence leaving said North right of way and along said West line, North  $01^{\circ} 11' 02''$  East a distance of 285.31 feet to the northeast corner of Lot 6 of said Block 15;
69. thence along the North line of said Lot 6, North  $89^{\circ} 20' 00''$  West a distance of 5.13 feet;
70. thence leaving said North line, North  $01^{\circ} 11' 04''$  East a distance of 114.34 feet to the South line of Ironwood Office Park Second Addition, as shown on that plat on file with the Kootenai County Recorder in Book G of Plats, Page 87, and a point on a non-tangent 768.70-foot radius curve to the right;
71. thence along said South line, the South line of Lot 1, Block 2 of Ironwood Office Park 1<sup>st</sup> Addition (as shown on that plat on file with the Kootenai County Recorder in Book F of Plats, Page 247), and said curve through a central angle of  $17^{\circ} 47' 11''$ , an arc length of 238.63 feet, with a chord bearing of North  $82^{\circ} 58' 43''$  West a distance of 237.67 feet;
72. thence North  $87^{\circ} 57' 14''$  West a distance of 203.78 feet to an angle point in said Lake District URD boundary;
73. thence along said URD boundary, North  $74^{\circ} 11' 53''$  West a distance of 82.62 feet;
74. thence North  $17^{\circ} 00' 11''$  West a distance of 68.16 feet to the northwesterly right of way of said Lakewood Drive and the beginning of a 220.00-foot radius curve to the left;
75. thence along said curve through a central angle of  $35^{\circ} 47' 29''$ , an arc length of 137.43 feet, with a chord bearing of North  $43^{\circ} 19' 55''$  East a distance of 135.21 feet;

76. thence North 25° 26' 10" East a distance of 17.02 feet to the corner common to Lots 2 and 3 of said Block 1 on said northwesterly right of way;
77. thence leaving said northwesterly right of way and along the line common to said Lots 2 and 3, North 45° 41' 55" West a distance of 176.34 feet to the most northerly corner of said Lot 3;
78. thence along the northwesterly line of said Lot 3, South 38° 09' 32" West a distance of 50.30 feet to the most southerly corner of Riverview Condominiums, as shown on that plat on file with the Kootenai County Recorder in Book K of Plats, Page 75;
79. thence leaving said northwesterly line and along the boundary of said subdivision, North 45° 36' 35" West a distance of 253.95 feet to the beginning of a 1432.39-foot radius curve to the left;
80. thence along said curve through a central angle of 05° 41' 15", an arc length of 142.19 feet, with a chord bearing of North 48° 27' 12" West a distance of 142.13 feet;
81. thence South 42° 01' 12" West a distance of 50.09 feet to the beginning of a non-tangential 1382.39-foot radius curve to the left;
82. thence along said curve through a central angle of 03° 09' 33", an arc length of 76.22 feet, with a chord bearing of North 52° 59' 49" West a distance of 76.21 feet;
83. thence North 54° 34' 36" West a distance of 67.27 feet to the northeasterly right of way of said Northwest Boulevard;
84. thence continuing along said subdivision boundary and along said northeasterly right of way, North 26° 55' 47" West a distance of 214.63 feet;
85. thence South 54° 41' 08" East a distance of 41.09 feet;
86. thence North 27° 00' 17" West a distance of 68.64 feet to the **TRUE POINT OF BEGINNING.**

Contains 11,526,226 square feet or 264.606 acres.

This description was compiled from Kootenai County record maps and Kootenai County Assessor's Office GIS files and does not constitute a surveyed description of the actual parcel. No field surveys were performed.

### Attachment 3

#### Properties (Public and/or Private) Which May Be Acquired by Agency

1. The Agency may 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, bridges 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, bridges 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





**PLAN LEGEND**

- 1 Overpass over I-90
- 2 Right-In Right-Out off US-95
- 3 Ironwood Drive Link with Pedestrian Hawk Signal
- 4 Realigned Ironwood Drive
- 5 Cycle Tracks along Ironwood
- 6 Central Public Green Space
- 7 Plaza Space at Hospitality Center / Ronald McDonald House
- 8 Focal Stair/Elevator Tower
- 9 District Greenway with Shared-use Path
- 10 Trailhead Arts Plaza
- 11 Auto Court / Entry Plaza
- 12 Kootenai Health Campus Green
- 13 Pocket Park
- 14 "Shopko Drive" Main Street
- 15 Enhanced Albertson's Facade
- 16 Hotel Drop-off Plaza
- 17 Traffic Calming Bump-outs at Intersections along Emma and Davidson Avenues
- 18 Pedestrian Promenade
- 19 Multi-use Trail
- 20 Trail Tunnel Under Northwest Blvd: Connection to Centennial Trail
- 21 Green Infrastructure / Native Landscaping
- 22 Preserved Large Tree Canopy

- A Community Recreation Center
- B Hospital Bed Tower
- C Medical Office Building
- D Multi-family (MF) Residential Building
- E MF Residential / Senior Living
- F Mixed-use Building
- G Hotel
- H Retail / Commercial
- I Cottage Homes
- J Townhomes
- K Parking Structure