

## **Frequently Asked Questions (FAQ) – Atlas Mill**

1. Has a formal PUD been approved for the entire Atlas Mill property by the City with different standards than C-17 zoning per parcel per the preliminary plat in the RFP with regards to:

- Parking
- Height
- Density
- Lot sizes

**The Planning Commission Staff Report that summarizes the zoning deviations requested by the PUD, which was unanimously approved by the Planning Commission without modification, can be found here: <http://cdaid.org/files/Arts/PCpacket11-12-19web.pdf>**

**The staff report pages that should answer the bulleted points are noted below to expedite review. The Final PUD agreement has not yet been drafted, but we can provide it to you when it is completed.**

- Parking **See Page 54 (page 167 in link above) for PUD Deviation Table**
- Height **See Page 54 for PUD Deviation Table**
- Density **See Page 39 and 40 (pages 152-153 in link above)**
- Lot sizes **See Page 54 for PUD Deviation Table**

2. Can you provide us with all the CAD files to help with our RFP proposal? Please include:

- Block map – **This has been added to the ignite CDA RFP Due Diligence Documents**
- Topo **The Phase 1 Finished Grade Topo is not Complete**
- Parking map **This has been added to the ignite CDA RFP Due Diligence Documents**

3. For our submittal we are concerned our RFP will be too large for email. Can we share a Drop Box Link? Or do you want another format?

**Dropbox or any other digital file sharing system is acceptable. Please send the link to Ben Wharton ([bwharton@htland.com](mailto:bwharton@htland.com)) and Matt Anderson ([manderson@htland.com](mailto:manderson@htland.com)).**

4. Can a respondent have first right to future Areas if they are in good standing with all parties? We are concerned that most of the risk is in the initial phase and future phases will benefit from this risk, we would like some understanding that additional consideration will be taken for those taking the initial risk.

**No, there will be no pre-negotiated right of offer or purchase related to future areas. If a developer is interested in future phases, they should propose pricing and a takedown schedule.**

5. Can the preliminary plat be adjusted to meet an approved design?

**Yes, provided the requested adjustments satisfy the development standards and don't require a PUD amendment.**

6. The document states "site development and remediation work will be funded by or developed by ignite cda." Is the City or ignite cda completing or funding all public improvements (streets, curbs, sidewalks, streetscape, utilities, etc.)?

**ignite CDA intends to fund and complete the water and sewer mainlines and the developers will fund the water and sewer services (depending on how many lots they develop and the service size they need (e.g., for MF)). Developers should include in their proposal a per-lot "water and sewer service budget." Ignite CDA intends to complete the curb and gutter, streets, dry utilities, public right of way stormwater system and irrigation system and street trees. Developers will fund and complete topsoil behind the curb, hydroseeding and the sidewalks.**

7. We understand all Areas will all be zoned C-17 with PUD zoning modification, which will allow for development flexibility. Are there height restrictions to allow all parcels visual access to the river, it looks like it is minimal (5' from one parcel to the next)?

**See the development standards.**

8. We understand the overall area configurations are set by the Site Development Standards, within the standards there is flexibility for differing uses but it is restricted to 3 types per Area in most cases. Is there any flexibility in a differing use, for example would condos be an option on Area 1?

**No, condos would not be allowed in Area 1. The development standards are a result of significant community and planning commission input guided by the urban planning and real estate consultant input with the objective of creating a unique and desirable neighborhood. The development standards are part of the PUD approval so any**

**significant deviation, such as land use change from residential to commercial, would require a PUD amendment which will not likely be pursued by ignite CDA.**

9. Would there be any consideration to adding more units to an Area with a different use?

**Higher density would be considered, but the density and land use would need to be consistent with the development standards and dwelling unit map approved by the PUD.**

10. Can you please clarify which Areas are included in the RFP? We have assumed those that are in Phase 1, but want to confirm? Or are all Areas being responded to now with future opportunity to develop when phases are completed?

**Areas 1, 2, 8, 10, 12 and 6 are included in this Phase 1 RFP because infrastructure for these phases will be available in Summer 2020. Developers may propose purchasing all the Areas and assume responsibility for installing all the infrastructure at their cost. Developers should propose pricing and takedown schedule if they intend to purchase multiple areas or the entire site.**

11. Is the intended sale of each Area to occur by the end of Q2 2020 or upon issuance of Building Permits or within 12-18 months of pre-market or when the initial backbone infrastructure is in place?

**ignite CDA intends that developers will proceed in a timely manner with building design and application for building permits and closing for the entire Area will occur upon issuance of the first building permit. Developer's proposed schedule will be a part of the RFP evaluation.**

12. Will ignite cda be completing push-outs on all parcels and how do we know if it is with native soil or structural fill?

**ignite CDA will rough grade all the parcels to make them accessible to the public ROW per the plan (i.e. by the alley or street frontage) and will document where suitable native fill or remediated structural fill exists.**

13. Will ignite cda be providing utilities to each Area or just in the public right of way?

**See question #6**

14. Will ignite cda be completing all public improvements?

**See question #6**

15. Can you provide us a timeline or date for review and selection of a proposal?

**It is in ignite CDA's best interest to move quickly to sell the property, so ignite CDA intends to complete the RFP review process as quickly as possible considering the number of potential submittals.**

16. Is there a sample Agreement to Negotiate Exclusively document we can review?

**Yes. This will be posted on the ignite website under the RFP tab, due diligence documents.**

17. Can you confirm when the 12 months buyback provision with ignite cda would start? From DDA execution or land sale date?

**From land sale date.**

18. Will land closing be upon building permit issuance, approval, or as stated above?

**See question 11.**

19. Do we need to include in our proposal any Areas we plan to takedown outside of Phase 1?

**Please indicate whether in your response whether you are interested in areas to be released in future phases.**

20. Can financial information be kept private?

**All information included in a proposal is subject to Idaho public records statute and available for release upon request. We suggest you limit the financial information you provide to (a) potential funding sources and (b) a track record of successful projects and how they were funded.**

21. Can all information remain private if we are not selected?

**No, all information included in a proposal is subject to Idaho public records statute and available for release upon request.**

22. Are land prices fixed for each of the available "areas?"

**No, prior to signing a Disposition and Development Agreement (“DDA”) for a specific area, ignite CDA reserves the right to price and re-price that area according to market demand.**

29. Is it still possible for an interested developer to build commercial property on areas currently designated residential?

**Yes, provided that commercial is one of the allowed land uses for the Area in question in the Development Standards.**

30. Similarly, might any areas currently contemplated for a commercial use be developed as residential?

**Yes, provided that residential is one on the allowed land uses for the Area in question in the Development Standards.**

31. To the extent any changes are required to the preliminary plat will that delay timing of lot dispositions?

**No, changes to the lot layout within the preliminary plat pursuant to a DDA are administrative in nature and estimated to require 4-6 weeks to process.**

32. Are there any scenarios in which land planned to be released in Phase 2 might be available in Phase 1?

**Yes. Capital to construct the Phase 2 infrastructure is the current limitation. The Phase 2 infrastructure could be constructed sooner with faster closings on Phase 1 or through developer provided capital that could be reimbursed through Tax Increment Financing (TIF) using an Owner Participation Agreement (OPA) per the agency’s discretion.**

33. Can developers pay for their own infrastructure (with the expectation that this risk/responsibility would be reflected in the price of the land)? If so, would the proposal be ranked differently than another that was equivalent in all respects but for the infrastructure?

**If the developer intends to install the infrastructure improvements themselves, they would need to front the capital cost for public improvements and then may be repaid annually through TIF per an OPA per the agency’s discretion, provided it is generated from their development.**

34. Are accessory dwelling units (“ADUs”) allowed for the residential? Attached/detached? #?

**Yes, please refer to the City of Coeur D’Alene code for guidance with respect to ADUs.**

35. Are density limits for residential governed at the project level? Coeur D’Alene code specifies 17 DU/acre while some areas of this project appear to have higher density (example: Area 8 on the density map with 50 units / 2.223 acres = ~22 DU/acre).

**The PUD secured higher densities for the Areas as shown in the dwelling unit map. So, yes, an Area may have a potential allowed density of 22 DU/acre provided that can be achieved within the Development Standard requirements.**

36. Are sales or joint ventures permitted provided cooperating developers adhere to the terms of the DDA? For example, could a developer permit and close an approved design and sell to another developer to construct?

**Ignite CDA will certainly consider joint ventures and “re-sales” to other developers. However, proposals that have more complexity and/or risk to ignite CDA may score lower compared to less complex/risky proposals.**

37. Will shared parking proposals be considered?

**Yes, any anticipated parking relationships between areas or within areas should be outlined in a proposal.**

38. Will any deviations to the development standards be considered? If so, which are administrative and which require discretionary review?

**The development standards are part of the PUD approval so any significant deviation, such as land use change from residential to commercial, would require a PUD amendment which will not likely be pursued by ignite CDA.**

39. Can a private developer use the in-place TIF if the developer funds the public improvements up front?

**If the developer intends to install the infrastructure improvements themselves, they would need to front the capital cost for public improvements and then may be repaid**



annually through TIF per an OPA per the agency's discretion, provided it is generated from their development.