



Rathdrum

City Council Agenda
October 14, 2020
6:00 p.m.

Location: City Council Chamber
8047 W. Main Street
Rathdrum, ID 83858
(208) 687-0261

Zoom Conference information will be on
the City Website –
www.rathdrum.org/councilmeetings

WELCOME-PLEASE TURN OFF CELL PHONES- Thank You.

Physically attending the open meeting: The City Council Chambers will be open for the meeting. However, please note the following:

1. Limited Seating will be provided at a minimum distance of 6' apart in accordance with guidelines.
2. If you are feeling sick, have been in close contact with someone who has been sick, or are uncomfortable being in physical attendance, please use the video conferencing option.
3. It is **required** those in attendance wear a face mask.

1) CALL THE MEETING TO ORDER

2) PLEDGE OF ALLEGIANCE

3) ROLL CALL

4) AMENDMENTS TO THE AGENDA AND DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS The declaration and justification of an amendment must be approved by motion of the Council.

5) ACTION ITEM: CONSENT CALENDAR APPROVAL

- A) Regular Council Minutes of September 23, 2020
- B) Special Council Workshop Minutes of October 7, 2020
- C) Regular and Special Bills as presented
- D) Majestic Villa 1st addition Development Agreement

6) CEREMONIES AND REPORTS

7) VISITORS COMMENTS – An opportunity to address concerns not on the agenda (No formal action allowed – 3-minute time limit per issue) issues may be placed on subsequent agenda. Comments regarding performance by city employees are inappropriate at this time and should be directed to the Mayor, either by subsequent appointment or after tonight’s meeting, if time permitting. Repeated comments of the same or similar topic will be considered out of order and not allowed.

8) OLD BUSINESS

- A) **ACTION ITEM:** Consideration of the Update to Rathdrum Multi-Family City Code Ordinance
- B) **ACTION ITEM:** Consideration of the Henrickson South Annexation Agreement

9) PUBLIC HEARING

- A) Silverado Urban Renewal District Plan

10) NEW BUSINESS

- A) **ACTION ITEM:** Silverado Urban Renewal District Ordinance
- B) **ACTION ITEM:** Consider Professional Services Agreement with Negotiation Services for Boekel Road-Meyer Road Intersection Project
- C) **ACTION ITEM:** Surplus Council Microphone Resolution
- D) Update on the Rathdrum Mountain Trails

11) STAFF REPORTS

- A) Public Works Reporting – In the packet
- B) Police Department Reporting
- C) Park and Recreation Reporting
- D) City Administrator

12) MAYOR’S REPORT/APPOINTMENTS

13) COUNCIL REPORTS

14) ADJOURN

Rathdrum City Hall is an ADA accessible building. Assistance for persons with disabilities will be provided upon 24-hours’ notice prior to the meeting.



Rathdrum

City Council Minutes

September 23, 2020

6:00 p.m.

Location: City Council Chamber
8047 W. Main Street
Rathdrum, ID 83858
(208) 687-0261

**This Council Meeting will be held at the
Lakeland High School in the Commons
Room**



WELCOME-PLEASE TURN OFF CELL PHONES- Thank You.

1) CALL THE MEETING TO ORDER

Meeting called to order at 6:00 pm

2) PLEDGE OF ALLEGIANCE

3) ROLL CALL

PRESENT: Mayor Holmes, Councilor Hill, Councilor Laws, Councilor Rickard and Councilor Adams.

ABSENT:

STAFF: City Administrator Duce, City Clerk Halligan, City Planner Siess, Park and Recreation Director Singer, Finance Director Taylor and City Attorney Herrington

4) AMENDMENTS TO THE AGENDA AND DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS The declaration and justification of an amendment must be approved by motion of the Council.

5) ACTION ITEM: CONSENT CALENDAR APPROVAL

- A) Regular Council Minutes of September 9, 2020
- B) Regular and Special Bills as presented

City Administrator Duce gave a brief presentation on the consent calendar.

Councilor Rickard made a MOTION that we approve the Consent Calendars as presented. Motion seconded by Councilor Laws.

AYES: Councilor Rickard
Councilor Laws
Councilor Hill
Councilor Adams

NAYES: None

ABSENT:

Passed by all

6) CEREMONIES AND REPORTS

A) Roth Park Eagle Scout Project Presentation

Park and Rec Director Singer introduced Von Zane an Eagle Scout who had contacted the City in regard to doing an Eagle Scout project. We decided that we needed a picnic shelter at Roth Park.

Von Zane
4118 Brookie Dr
Post Falls ID

I am an Eagle Scout for Troup #213. My Eagle Scout project was a Picnic shelter at Roth Park.

Von gave a power point presentation showing the project.

7) VISITORS COMMENTS – An opportunity to address concerns not on the agenda (No formal action allowed – 3-minute time limit per issue) issues may be placed on subsequent agenda. Comments regarding performance by city employees are inappropriate at this time and should be directed to the Mayor, either by subsequent appointment or after tonight’s meeting, if time permitting. Repeated comments of the same or similar topic will be considered out of order and not allowed.

8) OLD BUSINESS

9) PUBLIC HEARING:

A) Update to Rathdrum City Code. The purpose of this Public Hearing is to consider proposed amendments to the Rathdrum City Zoning Code text, Title 11, Chapter 5, General Provisions and Performance Standards, Section 3, Commercial, Industrial, Multi-Family and Institutional Standards, Subsections 11-5-3 (B) Off Street Parking

Standards; Replacing Section 4, Site Plan Review, with new Supplemental Multi-Family and Institutional Standards, and creating and amending a new section for Site Plan Review as new Section 5. The intent of the text amendments is to respond to identified deficiencies and/or conflicts in code, address common practices and/or to provide for clarity and ease of use as requested by the Rathdrum City Council.

City Planner Siess gave a brief Presentation on the updates on the Updates to the City code.

11-5-3: COMMERCIAL, INDUSTRIAL, MULTI-FAMILY AND INSTITUTIONAL STANDARDS:

B. Off Street Parking Standards:

1. Purpose: The purpose of this subsection is to set forth the off-street parking requirements for various buildings and uses irrespective of the districts in which they occur.

2. Required Off Street Parking: Off street parking shall be provided on the development site for all zones. **Parking spaces shall be a minimum of nine feet by nineteen feet (9' x 19') each.**

3. Parking Area Design: All public or private parking areas shall be designed, laid out and constructed in accordance with the provisions of this subsection.

a. Ingress/Egress: All required parking shall be served by a service drive so that no backward movement or maneuvering of a vehicle within a street, other than an alley, will be required. Service drives shall be designed and constructed to facilitate the flow of traffic, provide maximum safety in traffic ingress and egress, and maximum safety of pedestrian and vehicular traffic on the site, but in no case shall two-way and one-way driveways be less than twenty feet (20') and twelve feet (12') in width respectively.

b. **Snow Storage: Snow storage areas shall be provided to accommodate all parking, access, service drives and internal streets. Such areas shall be clearly delineated and shall not cover catch basins or drywells nor eliminate any required parking stalls. These areas may be co-located with stormwater retention areas which are not included in required landscaped areas.**

4. Parking Spaces Required: The number of off-street parking spaces required shall be no less than as set forth in the following tables or as determined by the administrator based on evaluation of parking requirements set forth in "Parking Generation, 3rd Edition, Institute of Transportation Engineers", or "Parking Standards, Planning Advisory Report #510511, American Planning Association". The decision and requirements of the administrator may be appealed in accordance with the appeals chapter of this title.

New Section

11-5-4 Supplemental Multi-Family and Institutional Standards.

See the attached Amendments to the City Code

Mayor Holmes opened the hearing to the public.

In Favor

None

Neutral

None

Against

Paul Matthews
20505 N Pinehurst St
Rathdrum, ID

Bob Head
16600 Reservoir Rd
Rathdrum, ID

Mayor Holmes then closes the public portion of the hearing

Mayor Holmes called for a 5-minute break

Mayor Holmes called the meeting to order at 7:35 pm

B) Comprehensive Plan Future Land Use Map Amendment

City Planner Siess gave a brief Presentation on the updates on the “Future Land Use Map.

The City planning staff is requesting an update to the “Future Land Use Map” component of the City’s Comprehensive Plan to address a deficiency within the map and a related annexation and zoning request.

The Future Land Use Map is a guide for future decision-making processes, outlining a desired general pattern of development, preservation and land use reflecting the community’s vision statement and goals as presented in the Plan by assigning a land use designation to lands located within Rathdrum city limits and its Area of City Impact

(ACI). It is used in conjunction with the Plan’s goals and policies in guiding future development.

The future land use map is not a zoning map, but is a decision-making tool referred to, reviewed and referenced whenever:

1. Land use proposals are reviewed
2. The zoning map is updated or revised, or
3. Requested zone changes are considered, or
4. When other land use issues are addressed.

The boundaries of the various land use designations as set forth on the map are not definitive boundaries but reflect a generalized pattern for future growth and development with the City’s incorporated area and adjacent area of city impact (ACI). Designed areas can range some three hundred (300) feet from the mapped boundaries for the various land use designations.

It has been identified that lands within the shared tier ACI (identified as overlapping ACIs between the cities of Post Falls and Hayden, Post Falls and Rathdrum, and Rathdrum and Hayden) were not included within previous Comprehensive Plan Future Land Use Mapping. This appears to have been an oversight as these areas have been identified since at least 2004 as found within Kootenai County Ordinance No. 339, County Coordinated Area of City Impact Agreement.

The purpose of this amendment is to provide property which is directly adjacent to Rathdrum City limits, near the southeast corner of the City within the shared tier ACI as shown on the proposal map (below) with a land use designation of “Transformational” to address consistency with the Comprehensive Plan for a request for annexation and zoning.

The area for which the map amendment is requested is generally located south of the Brookshire development, approximately .5 miles south of the intersection of N Meyer Road and Lancaster Road, north of W Wyoming Avenue, on both the west and east sides of Meyer Road.

Mayor Holmes opened the hearing to the public.

In Favor

None

Neutral

None

Against

None

Mayor Holmes then closes the public portion of the hearing

C) Henrickson South Annexation and Zoning Request

City Planner Siess gave a brief Presentation on the Henrickson South Annexation and Zoning Request

The applicant is seeking approval of annexation and zoning of approximately 227.71 acres of real property (excluding rights of way) for the purpose of incorporating the property into the city limits of Rathdrum. The property is adjacent to existing city limits to the north. The annexation will include the adjoining public rights-of-way of Meyer Road and Wyoming Avenue. The total acreage, including the right of way of the Spokane International Railway is 238.08 acres.

The property is generally located south of the Brookshire development, approximately .5 miles south of the intersection of N Meyer Road and Lancaster Road and north of W Wyoming Avenue, on both the west and east sides of Meyer Road.

Drew Dittman
Lake City Engineering
126 E Poplar Ave
Coeur d'Alene, ID

I am here tonight presenting Bluegrass Development and the Henrickson Family Holdings.

Mr. Dittman gave a power point presentation on the Henrickson South Annexation area.

City Administrator Duce stated that there were several letters in the packet in support including the Lakeland School District and the Rathdrum Chamber of Commerce and one against this project.

Mayor Holmes opened the hearing to the public.

In Favor

John Magnuson
1250 NW Center Court
Coeur D'Alene, ID

Carl Henrickson
575 Canterbury
Moses Lake, ID

Sheri Holmes
7536 Wright St
Rathdrum, ID

Don Jacklin
10670 N Church RD
Rathdrum, ID

Neutral

Savannah Howie
6296 W Irish Circle
Rathdrum, ID

John Hodgkins
6063 W Trestle St
Rathdrum, ID

Against

None

Rebuttal

Tom Anderl
2875 E Spyglass Ct
Coeur D'Alene, ID

Drew Dittman
Lake City Engineering
126 E Poplar Ave
Coeur d'Alene, ID

Tom Anderl and Drew Dittman addressed the issues and concerns that were brought up.

Mayor Holmes then closes the public portion of the hearing

10) NEW BUSINESS

A) ACTION ITEM: Consideration of the Update to Rathdrum City Code Ordinance

Councilor Rickard made MOTION that we table this for at least one month. Motion seconded by Councilor Laws.

AYES: Councilor Rickard
Councilor Laws
Councilor Hill
Councilor Adams

NAYES: None

ABSENT:

Passed by all

B) ACTION ITEM: Consideration of the Future Land Use Map Amendment Resolution

Councilor Rickard made MOTION that we accept the changes to the Future Land Use Map as presented. Motion seconded by Councilor Laws.

AYES: Councilor Rickard
Councilor Laws

NAYES: Councilor Hill
Councilor Adams

ABSENT:

Mayor Holmes voted Aye

Passed

C) ACTION ITEM: Consideration of the Henrickson South Annexation Ordinance

Councilor Laws made MOTION that the Henrickson South Annexation Ordinance be placed on its first reading by title only, under suspension of the rules and to waiver its second & third readings. Motion seconded by Councilor Rickard.

AYES: Councilor Laws
Councilor Rickard

NAYES: Councilor Hill
Councilor Adams

ABSENT:

Mayor Holmes voted Aye

Passed

Mayor then reads Ordinance by title only.

Councilor Laws made MOTION that adopt the Henrickson South Annexation Ordinance and to publish by summary only & incorporate the title of the Ordinance into the body of the summary. Motion seconded by Councilor Rickard.

AYES: Councilor Laws
Councilor Rickard

NAYES: Councilor Hill
Councilor Adams

ABSENT:

Mayor Holmes voted Aye

Passed

D) ACTION ITEM: Consideration of the Henrickson South Annexation Agreement

Councilor Hill made MOTION to direct staff to amend the Henrickson South Annexation agreement & bring back to the next council meeting. Motion seconded by Councilor Rickard.

AYES: Councilor Hill
Councilor Rickard
Councilor Laws
Councilor Adams

NAYES: None

ABSENT:

Passed by all

11) STAFF REPORTS

- A) Finance Reporting
- B) City Administrator

12) MAYOR'S REPORT/APPOINTMENTS

13) COUNCIL REPORTS

14)ADJOURN

Meeting is adjourned 9:23 pm

Vic Holmes, Mayor

Attest:

Sherri L Halligan, City Clerk

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Rathdrum

Special City Council Workshop Minutes

October 07, 2020

6:00 p.m.

Location: City Council Chamber
8047 W. Main Street
Rathdrum, ID 83858
(208) 687-0261



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3. It is **required** those in attendance wear a face mask.

1) CALL THE MEETING TO ORDER

Meeting called to order at 6:00 pm

2) PLEDGE OF ALLEGIANCE

3) ROLL CALL

PRESENT: Mayor Holmes, Councilor Hill, Councilor Laws, Councilor Rickard and Councilor Adams.

ABSENT:

STAFF: City Administrator Duce, City Clerk Halligan, City Planner Siess and City Attorney Herrington

4) WORKSHOP MULTI FAMILY STANDARDS

City Planner Siess gave a power point presentation.

There was discussion between the council, staff and the audience

***See attached presentation**

Mayor Holmes called for a 5-minute break

Mayor Holmes called the meeting back to order at 8:00 pm

5) DISCUSSION OF POTENTIAL FUTURE ZONE CHANGES WITH R-3

City Administrator Duce gave a brief presentation on the Future Zone Changes with R-3.

The idea is to split R-3 into two categories, R3S Single Family and R3M Multi Family.

Council gave staff a motion to go forward with this.

6) ADJOURN

Meeting is adjourned 9:44 pm

Vic Holmes, Mayor

Attest:

Sherri L Halligan, City Clerk

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Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Only unpaid invoices included

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10-415-310							
134	AMAZON CAPITAL SERVICES	1FK1-PQG9-1T	Surge protedlor	09/23/2020	49.98	.00	
134	AMAZON CAPITAL SERVICES	1PQ1-7F34-TQ	Ethernet Cable Patch & Lan Cord	09/18/2020	8.33	.00	
1306	KCDA	300506797	Envelopes	09/22/2020	70.37	.00	
2440	STAPLES ADVANTAGE	3456406959	Post-it, dry eraser, ink jet	09/12/2020	33.68	.00	
2440	STAPLES ADVANTAGE	3456406960	Webcam cover	09/12/2020	3.50	.00	
2440	STAPLES ADVANTAGE	3456893337	Gel pens	09/19/2020	4.44	.00	
Total 10-415-310:					170.30	.00	
10-415-370							
2033	QUADIENT LEASING USA, Inc.	91620	Meter refill	09/16/2020	86.15	.00	
Total 10-415-370:					86.15	.00	
10-415-480							
480	COEUR D'ALENE PRESS, INC.	82620	Subscription City Hall	08/26/2020	83.80	.00	
Total 10-415-480:					83.80	.00	
10-415-796							
2271	ROYAL BUSINESS SYSTEMS-T	27838781	Copier Rent	09/21/2020	432.55	.00	
Total 10-415-796:					432.55	.00	
10-416-429							
480	COEUR D'ALENE PRESS, INC.	100405703	Public Hearing Lgl 4147	09/07/2020	139.48	.00	
480	COEUR D'ALENE PRESS, INC.	100405707	Public Hearing Lgl 4148	09/07/2020	67.62	.00	
480	COEUR D'ALENE PRESS, INC.	100405709	Code updates LGL 4149	09/07/2020	387.77	.00	
480	COEUR D'ALENE PRESS, INC.	10046590	ord 592 LGL 4194	09/12/2020	52.06	.00	
Total 10-416-429:					646.93	.00	
10-421-310							
1360	KOOTENAI COUNTY REPROGR	2020-0000013	Business cards-Marshall	09/16/2020	21.00	.00	
2440	STAPLES ADVANTAGE	3456893335	Expo lo fine asst Inv 3456406959	09/18/2020	4.43-	.00	
Total 10-421-310:					16.57	.00	
10-421-320							
1578	LexisNexis Matthew Bender	20479441	ID code 2020 Citator	09/11/2020	159.10	.00	
2144	RATHDRUM TRADING POST HA	7348/1	Propane tank	09/24/2020	45.99	.00	
Total 10-421-320:					205.09	.00	
10-421-325							
2765	UNIFORMS 2 GEAR	106565	L/S Taclite PDU Shirt	09/21/2020	57.37	.00	
2765	UNIFORMS 2 GEAR	106731	L/S Taclite PDU Shirt	09/24/2020	57.37	.00	
2765	UNIFORMS 2 GEAR	106766	L/S Taclite PDU Shirt	09/21/2020	57.37	.00	
2765	UNIFORMS 2 GEAR	106767	L/S Taclite PDU Shirt & US Flag	09/21/2020	57.37	.00	
2765	UNIFORMS 2 GEAR	106768	L/S Taclite PDU Shirt	09/21/2020	57.37	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 10-421-325:					286.85	.00	
10-421-370							
2033	QUADIENT LEASING USA, Inc.	91620	Meter refill	09/16/2020	44.80	.00	
2773	THE UPS STORE-#2461	6897	Postage- Ground Commercial	09/21/2020	12.46	.00	
Total 10-421-370:					57.26	.00	
10-421-480							
1220	James E Monroe DBA	AM20184476	Commercial alarm monitoring	09/28/2020	66.00	.00	
Total 10-421-480:					66.00	.00	
10-421-510							
259	B & C TELEPHONE	CSM-095578	Remote support for out going calls	09/22/2020	951.50	.00	
Total 10-421-510:					951.50	.00	
10-421-520							
240	AVISTA UTILITIES	8446740000SE	Natural gas	09/15/2020	11.62	.00	
1370	KOOTENAI COUNTY SOLID WA	84744AUG20	Dumpster 2 yds	09/15/2020	52.00	.00	
Total 10-421-520:					63.62	.00	
10-421-720							
286	BILL'S HEATING AIR APPLIANC	152484	Replaced contactor	09/22/2020	314.00	.00	
Total 10-421-720:					314.00	.00	
10-421-796							
2271	ROYAL BUSINESS SYSTEMS-T	27838781	Copier rent	09/21/2020	432.55	.00	
Total 10-421-796:					432.55	.00	
10-421-797							
1239	J&R ELECTRONICS	048949	Business internet monthly access	09/20/2020	162.50	.00	
Total 10-421-797:					162.50	.00	
10-421-850							
134	AMAZON CAPITAL SERVICES	1JF1-NKP4-LP	Dog food bowl	09/22/2020	60.98	.00	
Total 10-421-850:					60.98	.00	
10-423-330							
960	HICO COUNTRY STORE, INC.	112783	Sept fuel PW	09/22/2020	29.59	.00	
Total 10-423-330:					29.59	.00	
10-423-370							
2033	QUADIENT LEASING USA, Inc.	91620	Meter refill	09/16/2020	143.25	.00	
Total 10-423-370:					143.25	.00	
10-423-520							
240	AVISTA UTILITIES	2907930000SE	ELECTRIC	09/18/2020	168.71	.00	
240	AVISTA UTILITIES	8475570000SE	ELECTRIC	09/18/2020	303.68	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1370	KOOTENAI COUNTY SOLID WA	80608AUG20	Garbage dumpster	09/15/2020	312.00	.00	
1370	KOOTENAI COUNTY SOLID WA	81011AUG20	Dumpster 1 yd	09/15/2020	26.00	.00	
Total 10-423-520:					810.39	.00	
10-423-720							
163	APOLLO SHEET METAL, Inc	930000522	HVAC/R Preventive Maintenance	09/18/2020	220.00	.00	
163	APOLLO SHEET METAL, Inc	930000524	HVAC/R Preventive Maintenance	09/18/2020	344.00	.00	
2328	SERIGHT'S ACE HARWARE 3	15625/3	Wallplate, brackets	09/21/2020	8.17	.00	
Total 10-423-720:					572.17	.00	
10-423-920							
2271	ROYAL BUSINESS SYSTEMS-T	27838781	Copier rent	09/21/2020	432.55	.00	
Total 10-423-920:					432.55	.00	
10-425-480							
147	ASCE	2021DUES	Membership Dues	09/08/2020	270.00	.00	
Total 10-425-480:					270.00	.00	
10-431-320							
1650	NAPA AUTO STORE, CDA, INC.	923398	Socket set	09/18/2020	92.53	.00	
2328	SERIGHT'S ACE HARWARE 3	15647/3	Battery 2032 4 Pk	09/22/2020	10.79	.00	
Total 10-431-320:					103.32	.00	
10-431-390							
1016	INTERMOUNTAIN SIGN & SAFE	12713	School crossing sign	09/15/2020	380.00	.00	
Total 10-431-390:					380.00	.00	
10-431-525							
240	AVISTA UTILITIES	0204138305SE	Street lights	09/18/2020	37.41	.00	
240	AVISTA UTILITIES	0395820000SE	Street lights	09/18/2020	34.48	.00	
240	AVISTA UTILITIES	0432070000SE	Street lights	09/18/2020	33.73	.00	
240	AVISTA UTILITIES	2820160000O	ELECTRIC	09/18/2020	13.13	.00	
240	AVISTA UTILITIES	4527920000SE	Street lights	09/18/2020	32.91	.00	
240	AVISTA UTILITIES	5798260000SE	Street lights	09/18/2020	56.25	.00	
240	AVISTA UTILITIES	5828150000SE	Street lights	09/18/2020	13.69	.00	
240	AVISTA UTILITIES	6732020000SE	Street lights	09/18/2020	30.77	.00	
240	AVISTA UTILITIES	6852400000SE	Street lights	09/18/2020	13.18	.00	
240	AVISTA UTILITIES	7122810000SE	Street lights	09/18/2020	13.69	.00	
240	AVISTA UTILITIES	7896220000SE	Street lights	09/18/2020	13.68	.00	
Total 10-431-525:					292.92	.00	
10-431-610							
1867	PAPE MACHINERY INC	12265679	Window	09/21/2020	377.86	.00	
Total 10-431-610:					377.86	.00	
10-431-730							
510	CONMAT, INC.	84110	3/4 base	09/11/2020	195.40	.00	
Total 10-431-730:					195.40	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10-435-310							
2328	SERIGHT'S ACE HARWARE 3	15629/3	Toggle bolt	09/21/2020	4.49	.00	
2440	STAPLES ADVANTAGE	82920	Credit Inv 3454509993	09/08/2020	4.43-	.00	
Total 10-435-310:					.06	.00	
10-435-330							
960	HICO COUNTRY STORE, INC.	113762	Sept fuel PR	09/21/2020	32.01	.00	
Total 10-435-330:					32.01	.00	
10-435-370							
2033	QUADIENT LEASING USA. Inc.	91620	Meter refill	09/16/2020	53.50	.00	
Total 10-435-370:					53.50	.00	
10-435-420							
2948	YOUSEY, CINDER	012-2020	Rathdrum Mountain Site Host	09/15/2020	600.00	.00	
Total 10-435-420:					600.00	.00	
10-435-520							
1370	KOOTENAI COUNTY SOLID WA	85115AUG20	Garbage cart	09/15/2020	12.00	.00	
Total 10-435-520:					12.00	.00	
10-435-920							
2271	ROYAL BUSINESS SYSTEMS-T	27838781	Copier rent	09/21/2020	432.54	.00	
Total 10-435-920:					432.54	.00	
10-438-320							
2144	RATHDRUM TRADING POST HA	7310/1	Grill brush,bug repelent	09/18/2020	23.61	.00	
Total 10-438-320:					23.61	.00	
10-438-520							
1239	J&R ELECTRONICS	048949	Business internet monthly access	09/20/2020	162.50	.00	
Total 10-438-520:					162.50	.00	
10-438-600							
2144	RATHDRUM TRADING POST HA	7286/1	Paint	09/16/2020	136.86	.00	
Total 10-438-600:					136.86	.00	
10-440-320							
2328	SERIGHT'S ACE HARWARE 3	15621/3	Tarp straps	09/21/2020	5.92	.00	
Total 10-440-320:					5.92	.00	
10-490-515							
430	CITY OF POST FALLS	INV04689	August dispatch	09/15/2020	7,717.82	.00	
Total 10-490-515:					7,717.82	.00	
13-400-100							
708	DAVID EVANS & ASSOCIATES	94469/22	INT Meyer & Boekel	09/21/2020	27,362.98	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 13-400-100:					27,362.98	.00	
60-434-310							
134	AMAZON CAPITAL SERVICES	1PQ1-7F34-TQ	Ethernet Cable Patch & Lan Cord	09/18/2020	8.33	.00	
1306	KCDA	300506797	Envelopes	09/22/2020	70.37	.00	
2440	STAPLES ADVANTAGE	3456406959	Post-it, dry erase, ink jet	09/12/2020	33.68	.00	
2440	STAPLES ADVANTAGE	3456406960	Webcam cover	09/12/2020	3.50	.00	
2440	STAPLES ADVANTAGE	3456893337	Gel pens	09/19/2020	4.44	.00	
Total 60-434-310:					120.32	.00	
60-434-370							
2033	QUADIENT LEASING USA, Inc.	91620	Meter refill	09/16/2020	86.15	.00	
Total 60-434-370:					86.15	.00	
60-434-480							
480	COEUR D'ALENE PRESS, INC.	SUBSCRIPTIO	Subscription- City Hall	08/26/2020	83.79	.00	
Total 60-434-480:					83.79	.00	
60-435-520							
240	AVISTA UTILITIES	0942300000SE	Water pumping	09/18/2020	1,855.60	.00	
240	AVISTA UTILITIES	1016020000SE	Water pumping	09/18/2020	4,669.46	.00	
240	AVISTA UTILITIES	3242300000O	ELECTRIC	09/18/2020	27.19	.00	
240	AVISTA UTILITIES	4452300000O	Water pumping	09/18/2020	4,211.44	.00	
Total 60-435-520:					10,763.69	.00	
60-436-320							
103	ALSCO	LSPO2337682	Towels & medical supplies	09/21/2020	53.08	.00	
1830	OXARC, INC.	31064532	Sodium hypochlorite	09/16/2020	190.18	.00	
2328	SERIGHT'S ACE HARWARE 3	15646/3	Fuse, 2.0 Cable, FG ANCH SSHC	09/22/2020	17.65	.00	
Total 60-436-320:					260.91	.00	
60-436-450							
50	ACCURATE TESTING LABS,LLC	113252	Coliform Presence/Absence	09/21/2020	100.00	.00	
Total 60-436-450:					100.00	.00	
60-436-520							
240	AVISTA UTILITIES	3179070000O	ELECTRIC	09/18/2020	44.63	.00	
Total 60-436-520:					44.63	.00	
60-436-720							
1080	IDAHO FENCE COMPANY, INC.	0014277	Tension band	09/17/2020	13.62	.00	
Total 60-436-720:					13.62	.00	
60-436-730							
281	BIGFOOT TECHNICAL SERVICE	5087	Service Call- New Well MIOX Non	09/23/2020	800.00	.00	
281	BIGFOOT TECHNICAL SERVICE	5088	Service Call: Thayer II & Shop- Inj	09/23/2020	490.08	.00	
Total 60-436-730:					1,290.08	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
60-436-735							
735	FILTRATION TECHNOLOGY INC	8180	Tubes, grease, tubing, conn nuts	09/15/2020	298.88	.00	
Total 60-436-735:					298.88	.00	
61-434-310							
134	AMAZON CAPITAL SERVICES	1PQ1-7F34-TQ	Ethernet Cable Patch & Lan Cord	09/18/2020	8.33	.00	
1306	KCDA	300506797	Envelopes	09/22/2020	70.36	.00	
2440	STAPLES ADVANTAGE	3456406959	Post-it, dry rraser,ink jet	09/12/2020	33.67	.00	
2440	STAPLES ADVANTAGE	3456406960	Webcam cover	09/12/2020	3.49	.00	
2440	STAPLES ADVANTAGE	3456893337	Gel pens	09/19/2020	4.44	.00	
Total 61-434-310:					120.29	.00	
61-434-370							
2033	QUADIENT LEASING USA. Inc.	91620	Meter refill	09/16/2020	86.15	.00	
Total 61-434-370:					86.15	.00	
61-434-480							
480	COEUR D'ALENE PRESS, INC.	SUBSCRIPTIO	Subscription City Hall	08/26/2020	83.79	.00	
Total 61-434-480:					83.79	.00	
61-435-520							
240	AVISTA UTILITIES	5552300000SE	Sewer pumping	09/18/2020	186.12	.00	
240	AVISTA UTILITIES	6785020000SE	Sewer pumping	09/18/2020	1,033.72	.00	
240	AVISTA UTILITIES	7807930000SE	Sewer pumping	09/18/2020	28.60	.00	
240	AVISTA UTILITIES	9562330892SE	Sewer pumping	09/18/2020	6.06	.00	
Total 61-435-520:					1,254.50	.00	
61-435-770							
11	SARGENT, BRETT R.	68595	Vaccon service to clean lift station	09/08/2020	6,880.77	.00	
Total 61-435-770:					6,880.77	.00	
61-436-320							
103	ALSCO	LSPO2337682	Mredical supplies & towels	09/21/2020	53.07	.00	
1080	IDAHO FENCE COMPANY, INC.	42882	Regular tension band	09/22/2020	8.76	.00	
Total 61-436-320:					61.83	.00	
61-436-520							
240	AVISTA UTILITIES	31790700000	ELECTRIC	09/18/2020	44.63	.00	
Total 61-436-520:					44.63	.00	
Grand Totals:					65,777.93	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
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Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Only unpaid invoices included.

DEVELOPMENT AGREEMENT
FOR
MAJESTIC VILLAS FIRST ADDITION

THE CITY OF RATHDRUM, hereinafter the "City", a municipal corporation of the state of Idaho, 8047 W. Main Street, Rathdrum, Idaho 83858, and Big Creek Land Company, LLC., an Idaho limited liability company, 1950 W Bellerive Lane, Ste. #107, Coeur d'Alene, Idaho 83814, hereinafter "Owner" or "Developer", enter into this Development Agreement, hereinafter the "Agreement."

WHEREAS, Owner owns approximately 9.761 acres of real property (hereinafter the "**Property**") located within the City of Rathdrum, which Owner plans to develop in a single phase. Of this acreage, 32 residential lots are to be developed, commonly identified as Majestic Villas 1st Addition Subdivision which requires major investment in public facilities and front-end on-site and off-site improvements (hereinafter the "**Project**"). The Project area is more specifically identified and described in Exhibit "A", and the Preliminary Plat, Exhibit "B" which is attached hereto and incorporated, as if fully set forth herein.

WHEREAS, in order to enhance and strengthen the public planning process it is the desire of the City and the Owner to establish conditions of approval and terms of mitigation, to describe the scope of construction improvements, to foster an understanding between the Owner and the City with regards to the development of the Project described in Exhibit "B" and to assure the maximum effective utilization of the City's resources with the least economic cost to its residents.

WHEREAS, the City has complied with the notice and public hearing requirements for the subdivision approval for the Property, the Planning and Zoning Commission recommended approval of the subdivision following public hearing on the 18th day of August, 2020 and on September 9, 2020, the City Council approved the 32 residential lot preliminary plat; and

WHEREAS, the City has determined the Project is appropriate for development conditioned upon the Owner entering into a Development Agreement with the City addressing issues relating to development and maintenance of common area landscaping and stormwater management systems, street trees, and future water and sewer infrastructure, and warranty of the infrastructure, on the terms and conditions set forth below.

NOW THEREFORE,

IT IS HEREBY AGREED that subject to the review process for development of the Project, maintenance of continuing progress in development of the Project in compliance with the provisions of this Agreement, and the availability of utility capacity to the Project, Owner shall be allowed to develop the Project as set forth herein.

1. Property and Term.
 - 1.1 Property Subject to this Agreement. All of the real property defined herein as the Project shall be subject to this Agreement, unless otherwise specified herein.
 - 1.2 Term. The term of this Agreement shall commence upon the execution of this Agreement by all parties hereto and shall continue until all lands in the Project are subdivided and/or otherwise developed in accordance with the terms of this Agreement, unless earlier terminated as provided herein.
 - 1.2.1 Section 3.5 Maintenance of Common Area Landscaping and Roadway Drainage Swales shall continue in effect after the term of this agreement and shall be an ongoing obligation of the Home Owner's Association (HOA) and/or the owners of property along which the landscaping and roadway drainage swales are situated within and external to the project, together with and including the east side of Railway Avenue, the north side of Deadwood Avenue and the west side of Hiawatha Street adjacent to the plat, as well as those streets interior to the plat. A note shall be placed on the face of the final plat that the lot owners of any property abutting public right of way is responsible for maintaining stormwater retention/treatment areas (grassy swales) contained within public rights of way or drainage easements for street drainage along streets interior to the plat unless otherwise maintained by the HOA.
2. Project Regulations and Policies.
 - 2.1 Project Development. Owner shall have the right to develop the Project in accordance with the terms and conditions of this Agreement and City shall have the right to control development of the Project as set forth in this Agreement and consistent with applicable local and state laws in effect at the time of issuance of any permit. Except as otherwise specified in this Agreement, the approvals memorialized hereby shall control the overall design, development and construction of the Project, and all on-and off-site improvements and appurtenant improvements in connection therewith, in the manner specified in this Agreement. Nothing in this Agreement shall contravene any applicable provision of law, which is not lawfully subject to modification by the City through an Agreement.
 - 2.1.1 Existing Approvals. Development of the Project shall be subject to all of the conditions and standards as set forth herein. The development of the Project shall be consistent with adopted rules, regulations and ordinances of the City except where such rules, regulations and ordinances are expressly and lawfully modified by the approvals accorded the Project.
 - 2.1.2 Future Application. Sections 2.1 and 2.1.1 herein shall not preclude changes in City laws, regulations, plans or policies, the terms of which are specifically mandated and required by changes in State or

Federal laws or regulations which may be otherwise applicable to the Project. In the event State or Federal laws or regulations enacted after the effective date of this Agreement or action by any governmental jurisdiction other than the City prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps or permits approved by the City, this Agreement shall be modified, extended or suspended as may be necessary to comply with such State or Federal laws or regulations or the regulations of such other governmental jurisdictions.

2.1.3 Fees. All applications for City approvals, permits and entitlements shall be subject to City's development and processing fees and charges at the time of consideration of the final plat map, development approval request, or building permit.

2.1.4 Final Plat Approval. During the course of development of the Project, Owner will make application to City for approval of final plat map of the Project. The final plat shall be submitted in accordance with Rathdrum Municipal Code Title 12, Chapter 4. During City's review process of final plat map, the approvals memorialized hereby, and any addenda hereto, shall control conditions imposed by City for the Project and future final plat maps.

2.1.5 Disclaimer of Warranties. Notwithstanding this Agreement or any action taken by any person hereunder, neither the City nor any City officer, agent or employee warrants or represents the fitness, suitability or merchantability of a property, plan, design, material, workmanship or structure for any purpose.

2.1.6 Governmental Authority. Nothing in this Agreement shall be deemed to compromise the governmental authority of the Mayor and City Council of the City of Rathdrum, present or future.

2.2 Hold Harmless. Owner hereby agrees to and shall hold City harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise during the construction phase and during and following the warranty period as a result of the actions of the Developer or the Developer's contractors and consultants, relating to the design or construction of the Project, excepting claims and causes of actions brought by the Owner for default of this Agreement or those arising from the negligence or willful misconduct of the City.

3. Conditions of Approval.

3.1 Improvements to be Constructed. Developer shall construct the improvements on-site and off-site for the Project required pursuant to the Rathdrum City Code, including any current adopted policies pending

codification, this Agreement and any other conditions of approval imposed by the Rathdrum City Council prior to this Agreement.

- 3.2 Roadway Drainage Swales. Developer shall construct roadway drainage swales with drywell storm outlets in accordance with adopted policy simultaneously with construction of new roadways or improvements to existing roadways in the Project, including Saloon Street, Railway Avenue, Harmony Street, Deadwood Avenue, Pistol Street, and Hiawatha Street. Note that not all road names have not been approved for use by Kootenai County and are subject to change. Roadway drainage swales shall be constructed in accordance with the approved construction plans for the Project and functional prior to acceptance by the City.
- 3.3 Landscaping/Street Trees. Developer shall plant grass, plants and trees within the roadway drainage swales along the east side of Railway Avenue, and the north side of Deadwood Avenue frontages to the Project. Individual lot owners shall be responsible at time of building permit phase to install, maintain or replace grass, plants and trees when the lots are improved along those streets and in those areas as set forth in Landscape Plan component of approved construction plans and in accordance with the Rathdrum City Code. Trees shall be selected from the City's Tree and Planting Guide and spaced 20-feet maximum along the west side of Meyer, beginning twenty-five feet (25') from the point of intersection of city rights of way. All others shall have a minimum of one tree within right of way in addition to required on-site landscaping.
- 3.4 Irrigation Water Service Lines to Roadway Drainage Swale Areas. Developer shall construct water lines with valves and backflow prevention devices for the purpose of providing irrigation service to stormwater drainage swales and common area landscaping along the road frontages of the Project, including the east side of Railway Avenue, the north side of Deadwood Avenue and the west side of Hiawatha Street. Individual lot owners within the Project shall construct irrigation lines with valves and backflow prevention devices for the purpose of providing irrigation service to each stormwater roadway drainage swale and common landscaping areas as located in dedicated right-of-way areas fronting their individual lots within the Project at the time of construction on the individual lots within the subdivision.
- 3.5 Maintenance of Common Area Landscaping and Roadway Drainage Swales. The Home Owner's Association (HOA) or the owners of all lots within the Project are collectively responsible for the maintenance of that common area landscaping and all costs associated with the maintenance, including the irrigation water fees and replacement of any dead trees, shrubs and grass along the east side of Railway Avenue, the north side of Deadwood Avenue, west side of Hiawatha Street and all street frontages interior to the Project. Furthermore, the owner of each lot within the Project shall irrigate and maintain the landscaping within any stormwater drainage area fronting the lot and in stormwater swales and planting strips in rights-

of-way(s) adjacent to the owner's lot. The responsibility for the maintenance of that landscaping and all costs associated with the maintenance, including installation of underground irrigation, if necessary, the irrigation water fees and placement or replacement of any dead trees, shrubs and grass shall be the responsibility of the individual lot owners. In the event the lot owner fails to meet their obligations under this provision, the City is authorized to contract to provide the maintenance services and to assess the cost of such maintenance and water fees to the lot owners. This obligation shall be ongoing and constitute a consensual perpetual lien upon the property within the Project.

- 3.6 Irrigation System Casings. Developer shall install a two (2) inch minimum diameter casing / conduit for each lot under the sidewalks to the planting strips or swales and at all lot corners abutting a right-of way during the construction of all sidewalks and/or walkways as part of the infrastructure to be installed within the Project to support future irrigation system needs.
- 3.7 Walkways and Stormwater. Developer shall construct 5-foot width sidewalks, planting strips and stormwater drainage swales along both sides of all improved rights-of-way within the Project. A 10-foot width asphalt pathway along the east side of Railway Avenue and a 5-foot width sidewalks along Deadwood Avenue shall be constructed. Streets within the development shall have 5-foot wide sidewalks on each side as is typical.
- 3.8 Streetlights. Developer shall place street lights along all improved rights-of-way in the Project as set forth in the approved construction plans.
- 3.9 Streets. All streets in the Project shall be built to City standards. No direct lot access to Railway Avenue will be allowed.
- 3.10 Construction Access. Access to the Project site shall be limited to improved streets located in existing rights-of-way directly adjacent to the area under development, which improved streets and rights-of-way shall be maintained in a clean and orderly manner kept clear of all construction debris and material.
- 3.11 Public Street Closure. When working within any existing public right-of-way outside of the Project being constructed, the Developer shall keep at least one travel lane open at all times and provide the appropriate traffic control, at no cost to the City, to allow for vehicle travel in a safe manner through the construction area. Street closures will only be allowed with prior approval by the City Engineer and only upon a showing by the Developer that the construction cannot be accomplished without a street closure. Approval for a street closure shall be for a limited duration set by the City Engineer, which shall be strictly adhered to by the Developer.
- 3.12 Sediment Erosion Control Plan. Developer shall maintain sediment and erosion control measures as set forth in approved sediment and erosion control plan during all phases of construction of the Project.

- 3.13 Dedication of Right-of-Way. Developer shall dedicate to the City the necessary rights-of-way within the Project for public roads and utilities and including five (5) feet additional right of way on the east side of Railway Avenue.
- 3.14 Dedication of Easements. Developer shall dedicate sufficient easements for the installation, maintenance and operation of municipal and public utilities, street surfacing for public ingress and egress and stormwater treatment and disposal over and across the off-site properties owned by Developer as necessitated by engineering design.
4. Improvement Construction Standards and Procedures.
- 4.1 Any public utility service contemplated by this Agreement needs to be provided only to areas where the service is allowed by applicable law. All utility service shall conform to the rules, regulations, and tariffs of the State of Idaho to the extent they may apply.
- 4.2 If the State of Idaho or other agency having authority disallows any utility service to be provided by the City or any utility following execution of this Agreement, requirements of this Agreement relating to the disallowed service shall be deleted from the requirements of the Owner under this Agreement. The disallowance shall not be grounds for any claim, action, or demand against the City.
- 4.3 Owner shall bear all cost associated with the installation of all public utilities owned and operated by the City or regulated by the Idaho Public Utilities Commission, including street lights. These installation costs shall not be passed on to the City unless provided for otherwise within an appendix to this agreement.
- 4.4 Prior to performing any work in the existing public right-of-way, the Owner shall obtain the required encroachment permit and comply with the insurance and surety requirements associated with the permit.
- 4.5 The Owner shall minimize the tracking of materials and dirt along any developed public right-of-way through use of methods approved by the City to assure existing streets are kept free of excessive dirt and other foreign materials.
- 4.6 Owner shall not proceed with construction of the Project, except for movement or stripping of top soil, until construction plans have been approved by the City Engineer, a construction improvement agreement is signed by the City and a pre-construction conference has been completed between the Owner and the City.
- 4.7 Owner shall be responsible to either pay the sewer and water cap fees and hookup fees or confirm that those fees have been paid by any property owner, which the Owner connects to the City sewer or water system as part of the installation of the public improvement. If individual connections are not made by the Owner, such sewer and water capitalization and hookup

fees shall be paid by the individual property owner or developer at the time of building.

- 4.8 The City Engineer is authorized to approve an alternate design for the stormwater management system instead of the preliminary drawings presented at the public hearing, if, in the opinion of the City Engineer, the alternate design meets or exceeds the goals and treatment capacity provided in the design reflected on the preliminary drawings.
 - 4.9 The Owner shall not obtain permits for the construction of improvements or commence the construction of improvements until this Agreement has been completed and signed by the Owner and the City, and all applicable fees have been paid as required by City ordinance or resolution.
 - 4.10 Building permits may be issued, once a performance bond for the completion of the infrastructure is submitted to and accepted by the City and final plat recorded, or alternatively, once all infrastructure has been installed and approved by the City and final plat recorded. All infrastructure associated with the Project, including those items for which surety has been provided, must be completed and accepted by the City prior to the issuance of any certificate of occupancy for a building constructed within the Project.
 - 4.10.1 The Owner shall be responsible to provide written notice, at or before, the time of closing, to each purchaser of a lot before the subdivision improvements are completed that no certificate of occupancy will be issued until such time as the subdivision improvements are completed and accepted by the City.
 - 4.11 At all times after construction of the subdivision improvements are commenced, and prior to the sale of lots, the Owner shall be responsible to provide weed and dust control for the Project, including but not limited to weed removal, and to keep the construction site free of garbage and debris.
5. Performance Guaranty.
- 5.1 Owner shall guarantee, for the sole benefit of the City that the Owner will perform all of its obligations not yet completed under this Agreement for the Project at the time of final plat approval for the Project. The guaranty shall be in a form approved in Sections 5.1.1, 5.1.2, and 5.1.3. During the term of this Agreement, the Owner may, with the written consent of the City, substitute for a performance guaranty submitted under this section another guaranty in the required amount and in one of the forms specified herein.
 - 5.1.1 Performance Bond. Owner may provide a performance bond from a company qualified by law to act as a surety in the State of Idaho. The bond shall be in a form approved by the City Attorney. The bond shall name the City as the sole beneficiary and the Owner as the principal.

- 5.1.2 Escrow. Owner may deposit funds in an escrow account with a bank or financial institution qualified by law to do business in the State of Idaho. The disbursement of the escrowed funds shall be governed by an escrow agreement in a form approved by the City Attorney.
 - 5.1.3 Letter of Credit. The Owner may cause a bank or financial institution qualified by law to do business in the State of Idaho to issue an irrevocable letter of credit in a form approved by the City.
- 5.2 Amount of Guaranty. The guaranty shall be in an amount equal to 150% (one hundred fifty percent) of the estimated cost of all improvements not yet constructed or completed per city code, not including those to be constructed by private utilities. The estimated cost shall be determined as follows. The Owner shall submit for the City Engineer's approval a cost estimate for each improvement required by this Agreement. Before submitting the cost estimates, the Owner's engineer shall have prepared, documented and certified each cost estimate. The estimated cost of all improvements shall be the sum of the estimated cost as approved by the City Engineer.
- 5.3 As soon as the earliest of the following occurs, the City shall release any performance guaranty which has not been used or encumbered:
 - 5.3.1 The final acceptance of all improvements and the posting of warranty guaranty as provided in Section 5.4. Or,
 - 5.3.2 The expiration of the warranty period as provided in Section 5.4.
- 5.4 Owner's Warranty.
 - 5.4.1 Owner shall warrant the design, construction materials and workmanship of the improvements against any failure or defect in design, construction, material or workmanship which is discovered for one (1) year, except for street improvements, which shall be warranted for two (2) years. This warranty shall cover all direct or indirect costs of repair or replacement, and damage to the property, improvements or facilities of the City or any other person, caused by such failure or defect or in the course of repairs thereof, and any increase in cost to the City of operating and maintaining a City improvement resulting from such failures, defects or damages.
 - 5.4.2 The Owner's warranty shall not extend to any failure or defect caused solely by changes in design, construction or materials required by the City.
 - 5.4.3 Except as provided in Subsection 5.4.2, the fact that the City takes any action, or omits to take any action authorized in this Agreement including, but not limited to, operation or routine maintenance of the improvements prior to acceptance or surveillance, inspections, review or approval of plans, tests or reports shall in no way limit the scope of the Owner's warranty.

5.4.4 To secure the Owner's performance of the warranty under subsection 5.4.1, the performance guaranty provided by the Owner under Section 5.1 shall remain in effect until the end of the warranty period, or the Owner shall provide a warranty guaranty by one or more of the methods described in Sections 5.1.1 through 5.1.3.

5.5 City's Remedies Under Warranty.

5.5.1 The City shall notify the Owner in writing upon its discovery of any failure or defect covered by the warranty in Section 5.4.1. The City shall notify the Owner before conducting any test or inspections to determine the cause of failure or defect to the extent the circumstances will allow and shall notify the Owner of the results of all such tests and inspection.

5.5.2 Owner shall correct or make a diligent effort to correct any failure or defect covered by the warranty within thirty (30) days of receiving notice of the failure or defect from the City. Owner shall correct the failure or defect at its own expense and to the reasonable satisfaction of the City.

5.5.3 If the Owner fails to correct the failure or defects within the time allowed by Section 5.5.2, the City may correct the failure or defect at Owner's expense. If the Owner fails to pay the City for the corrective work within thirty (30) days of the City sending the bill, the City may pursue any remedy provided by law or this Agreement to recover the cost of the corrective work, including calling upon the Owner's security. The City's attorney's fees in pursuit of such remedy shall be an allowed cost.

5.5.4 In case of an emergency affecting public health and safety, the City may make immediate required repairs and shall notify the Owner and warranty bond surety as quickly as possible.

6. Consistency with Comprehensive Plan.

6.1 The parties agree that the terms of this Agreement are compatible with the City's Comprehensive Plan, and its implementation is in the best interests of the City and the health, safety and welfare of its residents.

7. Notices.

7.1 Formal written notices or demands by the parties pursuant to this Agreement shall be sufficiently given if dispatched by a recognized overnight courier such as Federal Express or UPS, or by certified mail, postage prepaid, return receipt requested, to the offices of the City and Owner indicated below. Such written notices, demands, correspondence and communications may be sent in the same manner to such other persons and addresses as either party may from time-to-time designate by mail as provided in this section.

Notices may also be delivered by personal delivery to an officer of the Owner or the Public Works Director of the City.

DEVELOPER

Big Creek Land Company, LLC
1950 W Bellerive Lane #107
Coeur d'Alene, ID 83814

CITY

Mayor, City of Rathdrum
8047 W. Main Street
Rathdrum, Idaho 83858

8. Default, Remedies, Termination, and Review.

- 8.1 General Provisions. Subject to extensions of time by mutual consent in writing, or as otherwise provided herein, failure by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. In the event of default under this Agreement or any of its terms or conditions, the party alleging such default or breach shall give the alleged breaching party not less than thirty (30) days' notice in writing, measured from the date of delivery to a recognized overnight courier such as Federal Express or UPS, or certified mailing, specifying the nature of the alleged default and, when appropriate, the manner by which said default may be satisfactorily cured. During any such thirty-day period of curing, the party charged shall not be considered in default for purposes of termination or institution of legal proceeding, unless the act of default is conclusive and incapable of cure. The parties agree to meet face-to-face in the event of any such notice of default. After proper notice, meeting and expiration of said thirty (30) day cure period without cure, or if such cure cannot be accomplished within such thirty (30) day period, or if the cure has not been commenced within such period and diligent effort has not been made to effect cure thereafter, the party to this Agreement alleging the default, at its option, may institute legal proceedings to enforce this Agreement by specific performance or give notice of termination of this Agreement. Failure or delay in giving notice of default pursuant to the Notice provision of this Agreement shall not constitute a waiver of any default, nor shall it change the time of default. Except as otherwise expressly provided in this Agreement, any failure or delay by either party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies. City is allowed to withhold approval of subsequent phases of the Project or issuance of building or construction permits when a material condition of default exists.
- 8.2 Applicable Law / Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho. Should any legal action be brought by either party because of breach of this Agreement or to enforce any provision of this Agreement, the action shall be brought

in Kootenai County, Idaho and the prevailing party shall be entitled to reasonable attorneys' fees, court costs and such other costs as may be found by the Court.

9. Subsequent Laws As Superseding Terms.

9.1 Supersedure by Subsequent Laws. If any agency other than City imposes any law or regulation ("Law") after the date of this Agreement, which prevents or precludes compliance with one or more provisions of this Agreement, then the provisions of this Agreement shall, to the extent feasible, be modified or suspended as may be necessary to comply with such new Law. Immediately after enactment of any such new Law, the parties shall meet and confer in good faith to determine the feasibility of any such modification or suspension based on the effect such modification or suspension would have on the purposes and intent of this Agreement. In addition, Owner shall have the right to challenge the new Law preventing compliance with the terms of this Agreement, and, in the event such challenge is successful, this Agreement shall remain unmodified and in full force and effect.

10. Mortgagee Protection; Certain Rights of Cure.

10.1 Mortgagee Protection. This Agreement shall be superior and senior to any lien placed upon the Project or any portion thereof after the date of recording this Agreement, including the lien of any deed of trust or mortgage ("**Mortgage**"). Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, but all of the terms and conditions contained in this Agreement shall be binding upon and effective against any person or entity including any deed of trust beneficiary or mortgagee ("**Mortgagee**") who acquires title to the Project, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

10.2 Mortgagee Not Obligated. Notwithstanding the provisions of Section 10.1 above, no Mortgagee shall have any obligation or duty under this Agreement to construct or complete the construction of improvements, or to guarantee such construction or completion; provided, however, that a Mortgagee shall not be entitled to devote the Project to any uses or to construct any improvements thereon other than those uses or improvements provided for or authorized by this Agreement, unless the City releases its interest in performance by action of the City Council.

10.3 Notice of Default to Mortgagee. If City receives notice from a Mortgagee requesting a copy of any notice of default given Owner hereunder and specifying the address for service thereof, then City is authorized to deliver to such Mortgagee, concurrently with service thereon to Owner, any notice given to Owner with respect to any claim by City that Owner has committed an event of default. If City makes a determination of noncompliance hereunder, City shall likewise serve notice of such noncompliance on such Mortgagee concurrently with service thereof on Owner. Each Mortgagee

shall have the rights during the same period available to Owner to cure or remedy the event of default claimed or the areas of noncompliance set forth in the City's notice. Owner is obliged hereby to notify the City of any Mortgagee with an interest in the Project.

11. Transfers and Assignments.

11.1 Right to Assign. Owner shall have the right to sell, assign or transfer, any and all of its rights, duties and obligations under this Agreement, to any entity during the Term of this Agreement; provided, however, in no event shall the rights, duties and obligations conferred upon Owner pursuant to this Agreement be at any time so transferred or assigned except through a transfer of Owner's interest in the Property, or portion thereof transferred. This right to assign or transfer shall not compromise the rights of the City to require surety to assure completion of Owner's obligations established hereby or by law. Any purchaser or assignor shall remain obligated to all duties and rights accorded hereby to Owner. Nothing in this Section 11 shall prevent transfer of some or all of the ownership interest in Owner.

11.2 Release Upon Transfer. Upon the sale, transfer or assignment of Owner's rights, responsibilities and interests under this Agreement consistent with Section 11.1 above, Owner shall be released from its obligations under this Agreement with respect to its interest in the Project or portion thereof, so transferred arising subsequent to the effective date of such transfer if (1) Owner is not then in default under this Agreement; (2) Owner has provided to City notice of such transfer, (3) the transferee executes and delivers to City a written agreement in which (a) the name and address of the transferee is set forth; and (b) the transferee expressly and unconditionally, upon provision of sufficient surety or other assurance of performance, assumes all of the obligations of the Owner under this Agreement with respect to the Project, or portion thereof transferred; and (4) City approves the transferee, which approval City will not unreasonably withhold if such transferee is financially capable of performing the obligations of transferor pursuant to this Agreement or if surety is provided to guarantee performance. Failure to deliver a written assumption agreement hereunder shall not affect the running of any covenants herein with the land, as provided in Section 12 below, nor shall such failure negate, modify or otherwise affect the liability of any transferee pursuant to the provisions of this Agreement.

12. Covenants Run With The Land.

12.1 All of the provisions, agreements, rights, powers, standards, terms, covenants, duties and obligations contained in this Agreement shall be binding upon the parties and their respective heirs, successors (by merger, consolidation, or otherwise) and assigns, devisees, administrators, representatives, lessees and all other persons or entities acquiring the Project real property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever, and shall inure to the

benefit of the parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns. All of the provisions of this Agreement shall be enforceable as equitable servitudes and do hereby constitute covenants running with the land pursuant to applicable laws.

13. General Provisions.

- 13.1 No Joint Venture or Partnership. City and Owner agree that nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making City and Owner a joint venture or partners. It is specifically understood and agreed by the parties that the Project contemplated by this Agreement is a private development; that the City has no interest in or responsibility for or duty to third persons concerning any of Owner's obligations regarding said improvements; that Owner shall have full power over and exclusive control of the Project herein described subject only to the limitations and obligations of the Owner under this Agreement and applicable provisions of law. The only relationship between City and Owner is that of a governmental entity regulating the development of private property pursuant to the laws of the City and the State of Idaho.
- 13.2 Severability. City and Owner agree that if any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected and shall remain in full force and effect unless amended or modified by mutual consent of the parties.
- 13.3. Entire Agreement. This Agreement is the entire Agreement and may only be modified in writing signed by both parties.
- 13.4 Minor Changes to Agreement. Minor changes in the manner of implementation of the approval memorialized hereby can be made by mutual agreement of the Owner and the City's administrative staff.
- 13.5 Completion of Performance. Upon completion of performance by the parties or revocation of this Agreement, a written statement acknowledging such completion or revocation, signed by the appropriate agents of the City and Owner shall be recorded in the Official Records of Kootenai County, Idaho. Any such release shall not signal completion or release of any provision which confers a public benefit and which is intended to run with the land unless expressly approved by the governing board of the City.
- 13.6 Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond such party's control, government regulations, court actions (such as restraining orders or injunctions by those not party to this Agreement) or by other causes beyond such party's control (inability to obtain funding on the part of the Owner shall not constitute a cause beyond the Owner's control). If any such events shall occur, the term of this Agreement and the time for performance by

either party of any of its obligations hereunder shall be extended by the period of time that such events prevented such performance, provided that the term of this Agreement shall not be extended under any circumstances for more than three (3) years.

- 13.7 Estoppel Certificate. Owner may, at any time, and from time to time, deliver written notice to the City requesting such party to certify in writing that, to the knowledge of the certifying party (1) this Agreement is in full force and effect and a binding obligation of the parties; (2) this Agreement has not been amended or modified either orally or in writing, and if so amended, identifying the amendments; and (3) the requesting party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature and amount of such defaults. A party receiving a request hereunder shall execute and return such certificate or give a written detailed response explaining why it will not do so within thirty (30) days following the receipt thereof. City's Mayor shall have the right to execute any certificate requested by Owner hereunder. City acknowledges that a certificate hereunder may be relied upon by transferees and Mortgagees.
- 13.8 Duty To Record. This Agreement or a Memorandum referencing the existence of this Agreement shall be recorded by City.

Executed this _____ day of _____, 2020.

CITY OF RATHDRUM

OWNER
BIG CREEK LAND COMPANY, LLC

Vic Holmes, Mayor

By: Clifford E. Mort, Member

ATTEST:

Sherri Halligan, City Clerk

STATE OF IDAHO)
):ss
County of Kootenai)

On this ___ day of _____, 2020, before me, a Notary for the state of Idaho, personally appeared Vic Holmes and Sherri Halligan known, or identified to me, to be the Mayor and City Clerk of the City of Rathdrum, Kootenai County, Idaho, executing the herein instrument, and acknowledged to me that such city of Rathdrum executed the same.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

Notary Public for the State of Idaho
Residing at:
Commission Expires:

STATE OF IDAHO)
):ss
County of Kootenai)

On this ___ day of _____, 2020, before me, a Notary for the state of Idaho, personally appeared Clifford E. Mort known, or identified to me, to be a member of the limited liability company that executed this instrument or the person who executed the instrument on behalf of said corporation, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she/they was/were authorized to execute the foregoing instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

Notary Public for the State of Idaho
Residing at:
Commission Expires:

**EXHIBIT A
MAJESTIC VILLAS 1st ADDITION
BOUNDARY DESCRIPTION**

Pending submittal by surveyor

**EXHIBIT B
MAJESTIC VILLAS 1st ADDITION SUBDIVION
PRELIMINARY PLAT**

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF RATHDRUM, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING ORDINANCE 545 AND SECTIONS OF THE RATHDRUM CITY CODE CONSIDERING GENERAL PROVISIONS AND PERFORMANCE STANDARDS, COMMERCIAL, INDUSTRIAL, MULTI-FAMILY AND INSTITUTIONAL STANDARDS OF THE CITY OF RATHDRUM; AMENDING PARKING STANDARDS AND REQUIRING SNOW STORAGE AREAS IN SUBSECTION 11.5.3; REPLACING 11.5.4 TO PROVIDE FOR NEW SUPPLEMENTAL MULTI-FAMILY AND INSTITUTIONAL STANDARDS; AND CREATING 11.5.5 TO AMEND AND REPLACE SITE PLAN REVIEW; PROVIDING FOR VIOLATIONS PRIOR TO THIS ORDINANCE; PROVIDING SEVERABILITY, PROVIDING REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, after recommendation of the Planning and Zoning Administrator on the hereinafter provided amendments; and

WHEREAS, public hearing was held before the Rathdrum Planning and Zoning Commission on August 25, 2020 in accordance with law, testimony taken, and recommendation of the Commission that the City Council adopt the amendments hereinafter provided; and

WHEREAS, public hearing was held before the Rathdrum City Council on September 23, 2020 in accordance with law, testimony taken, and a finding by the City Council that it is in the best interests of the city of Rathdrum and the citizens thereof that said amendments be adopted;

NOW, THEREFORE, IT IS ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF RATHDRUM AS FOLLOWS:

SECTION 1: AMENDMENTS TO SECTION 11-5-3 (B)

11-5-3: COMMERCIAL, INDUSTRIAL, MULTI-FAMILY AND INSTITUTIONAL STANDARDS:

B. Off Street Parking Standards:

1. Purpose: The purpose of this subsection is to set forth the off-street parking requirements for various buildings and uses irrespective of the districts in which they occur.
2. Required Off Street Parking: Off street parking shall be provided on the development site for all zones. Parking spaces shall be a minimum of nine feet by nineteen feet (9' x 19') each.
3. Parking Area Design: All public or private parking areas shall be designed, laid out and constructed in accordance with the provisions of this subsection.
 - a. Ingress/Egress: All required parking shall be served by a service drive so that no backward movement or maneuvering of a vehicle within a street, other than an alley, will be required. Service drives shall be designed and constructed to facilitate the flow of traffic, provide

maximum safety in traffic ingress and egress, and maximum safety of pedestrian and vehicular traffic on the site, but in no case shall two-way and one-way driveways be less than twenty feet (20') and twelve feet (12') in width respectively.

b. Snow Storage: Snow storage areas shall be provided to accommodate all parking, access, service drives and internal streets as designed by the project engineer. Such areas shall be clearly delineated and shall not cover catch basins or drywells nor eliminate any required parking stalls. These areas may be co-located with open space areas not intended for winter use, excess parking, stormwater retention areas which are not included in required landscaped areas, or other as determined by the Planning Administrator.

4. Parking Spaces Required: The number of off street parking spaces required shall be no less than as set forth in the following tables or as determined by the administrator based on evaluation of parking requirements set forth in "Parking Generation, 3rd Edition, Institute Of Transportation Engineers", or "Parking Standards, Planning Advisory Report #510511, American Planning Association". The decision and requirements of the administrator may be appealed in accordance with the appeals chapter of this title.

Use	Parking Space Required
Commercial:	
Barber and beauty shops	1 for each station plus 1 for each employee
Bowling alleys	6 for each bowling lane
Establishments for the sale and consumption on the premises of food and beverages	1 for each seating capacity plus employees divided by 3; where fractional, next highest full unit
Establishments or enterprises of a recreational or entertainment nature	
Participating type, e.g., skating rinks, dance halls	1 for each 75 square feet of gross floor area
Spectator type, e.g., auditoriums, assembly halls, theaters, stadiums, places of public assembly	1 parking space for each 4 seats
Office buildings, business and professional offices	1 for every 300 square feet of gross floor area
Outdoor sales lots	1 customer space for every 2,000 square feet of display area
Pharmacies	1 for each 150 square feet of gross floor area
Retail establishments except as otherwise specified herein	1 for each 250 square feet of gross floor area
Retail stores handling bulky merchandise, household furniture, or appliance repair shops	1 for each 600 square feet of gross floor area

Industrial:

Except as specifically mentioned herein 1 for each 500 square feet of gross floor area

Laboratories and research facilities 1 for each 300 square feet of gross floor area

Machinery or equipment sales 1 for each 400 square feet of gross floor area

Wholesale and storage operations 1 for each 700 square feet of gross floor area

Institutional:

Churches, clubs, lodges 1 for every 4 fixed seats or every 8 feet of bench length or every 28 square feet where no permanent seats or benches are maintained in the main auditorium, sanctuary or place of worship

Hospitals 1.5 for each bed. Where fractional, use next highest full unit

Libraries, museums, art galleries 1 for each 250 square feet of gross floor area

Nursing homes, homes for the aged, group care homes, asylums, etc.

1 for each 3 beds

Schools:

Elementary or junior high 1.5 for each teaching station, plus 4 for every square foot of seating area where there are no fixed seats in an auditorium or assembly area

High schools 1.5 for each teaching station, plus 8 for every classroom or 1 for every 28 square feet of seating area where there are no fixed seats in an auditorium or assembly area

Colleges¹

"Commuter" type: 1 for every full time equivalent student

"Resident" type: 1 for every 3 full time equivalent students

"Commercial or business": 1 for every 3 classroom seats

Welfare or correctional institutions 1 for each 5 beds

Residential:

Duplexes 2 for each dwelling unit on a single lot. A garage does not qualify as a parking space for the purposes of this section

Fraternities, sororities, cooperatives and dormitories

1 for each 3 occupants for which sleeping facilities are provided

Hotels, motels, etc. 1.25 for each guestroom

Multiple-family unit ~~1.75 for each dwelling unit.~~ 1 for each studio type dwelling unit
1.75 for each one-bedroom dwelling unit
2 for each two or more bedroom dwelling unit.

Where fractional, next highest full unit. A garage does not qualify as a parking space for the purposes of this section

Rooming or boarding houses

1 for each guestroom

SECTION 2: REPEAL AND REPLACE SECTION 11-5-4 (ALL)

11-5-4 SUPPLEMENTAL MULTI-FAMILY AND INSTITUTIONAL STANDARDS

- A. Additional Standards Applicable to Multi-family Development. The following standards shall be in addition to other provisions of this Title, including but not limited to the zone district standards within RCC 11-4A-4 and RCC 11-5-1, 11-5-3 and 11-5-5, and shall be addressed in the Site Plan Review process. In the event that other standards of this Title conflict with these provisions, the more strict standard shall prevail.
- B. Purpose and Intent. The following design standards were established to improve the appearance, quality and function of multi-family developments of three (3) or more dwellings. These provisions are intended to:
1. Ensure that multi-family projects are designed to be compatible with surrounding neighborhoods and land uses.
 2. Encourage multi-family projects that residents can take pride in and have a sense of ownership in their neighborhood.
 3. Enhance the interface of multi-family development in relation to surrounding uses with attention to building placement, massing and orientation, landscaping treatment and open space areas.
 4. Ensure that multi-family projects incorporate amenities that enrich the lives of residents, address privacy, solar access, lighting and aesthetics.
- C. Specific Exemption. To provide for continuity of development, those multi-family development projects which are already permitted and/or under construction at the time of passage of this Ordinance may develop up to one additional phase without meeting specified standards of this section, subject to other applicable sections of this Title and the following sub-sections as adopted by the Ordinance or as may be amended and applicable at the time of permitting of the future phase:
1. The future phase shall be located on the same parcel as the original development;
 2. The developer shall make every attempt to comply with this section as much as is possible while maintaining the general character of the original development. The following sections of this Chapter shall be waived or modified by the City to provide for continuity of development:
 - a. 11-5-3 D, Building Placement and Orientation, §2, 3, 4 and 5;
 - b. 11-5-3 E, Building Design and Architecture, all;
 - c. 11-5-3 F, Open Space and Amenities, §1, 2 and 5. A minimum of one amenity shall be provided for the project as listed in 11-5-3 F 3; and

d.11-5-3 G, Parking and Circulation, §1, 2 and 8. In consideration for waiving guest parking requirements as found in §2, the number of parking stalls required per dwelling unit at the time of permit submittal shall be required.

3. Permit application shall be submitted by December 31, 2022. No extensions of permitting will be granted, including but not limited to extension of obtaining permitting or expirations due to lack of work.
4. The specific exemption 11-5-4 C shall expire at midnight on December 31, 2022

D. Building Placement and Orientation. Building placement and orientation shall take into consideration the residential use from a physical and functional perspective, relationship and compatibility with surrounding uses, and the visual impact and experience for residents, visitors, neighbors and passersby.

1. The zone district standards within RCC 11-4A-4 establish required setbacks from public streets and property lines (minimum yard areas). Subsection [11-5-3 A 2 b](#) of this Title provides for additional side and rear yard requirements for adjacent residential uses.
2. Multi-family projects with two or more buildings on the same lot shall be designed with variation between building setbacks and/or placement to avoid the creation of monotonous streetscapes. Additionally, site plans should be designed with variation in both the patterns and the siting of structures so the appearance of the streetscape is not repetitive.
3. Buildings shall be separated a minimum of six feet from all private streets, open air parking areas, sidewalks and pathways, except at building entrances.
4. Off-street parking lots, private streets and driveways which run parallel to a public street, and open-air parking stalls which are parallel to a public street shall not be placed between buildings and public streets. Garages and carports may be placed in this area, provided that such meet the required setbacks and do not occupy greater than fifty percent (50%) of the lot width as measured at the property line adjacent to that street or building façade, whichever is greater. Where a project has frontage on more than one public street, the standard shall be applied to the “front” of the project from which primary access is derived, or from the roadway with the highest road classification, as determined by the Administrator. Where road classifications are identical, the standard shall apply to the side with longer frontage. All other frontages shall be limited to fifty percent (50%) of the lot width utilized for such provisions between buildings and public streets.
5. Multi-family projects with buildings oriented toward interior private streets shall provide a “front” façade facing public streets as found in section D herein.

E. Building Design and Architecture

1. To avoid a monotonous or overpowering institutional appearance where three (3) or more units are located within a single structure, the building shall be designed with structural and spatial variety along façades and staggered roof planes. At minimum:
 - a. Building Articulation. For every eighty feet (80') of building length, there shall be a vertical plane-break along the facade comprised of an offset of at least five feet (5') in depth by twenty-five feet (25') in length. The offset shall extend from grade to the highest story.
 - b. Roof Articulation. Horizontal eaves longer than forty feet (40') shall be broken up by gables, dormers, building projections, or other articulation.
 - c. Height Articulation: For multi-story buildings, a minimum of twenty five percent (25%) of the primary façade shall have upper stories, or sections thereof, which step back from the ground floor footprint by a minimum of four feet (4') or vary in height from the main room. Stepped areas may include balconies and roof gardens.
 - d. Upper stories shall not project beyond the ground floor footprint, except for bays no wider than twenty percent (20%) of the primary facade. Balconies shall be excluded from this calculation.
2. All sides of a building shall include a minimum of one architectural detail, including railings, trellises, trim, cornices, multi-lite windows, bay windows or similar architectural elements as approved by the Planning and Zoning Administrator or designated representative.
3. Buildings shall employ more than a single color and material application. Traditional building materials such as vertical or horizontal wood or vinyl siding, shingles, stone and/or stucco shall be utilized. Changes in materials and color shall correspond to variations in building mass or shall be separated by a building element.
4. New buildings abutting or adjacent to the lot line of a low or medium density residential zone district shall not exceed one story in height above grade for any portion thereof located less than forty feet (40') from the property line as may be requested and authorized by section 11-5-3 A 2 b of this Title.
5. Buildings located within one hundred feet (100') of a property line abutting a public street shall have a façade facing the street that appears to be a front façade, including an entrance, or the appearance of an entrance, oriented toward the street with pedestrian connection to sidewalks or pathways. Where a side façade at the end of a building is oriented to a public street, massing and level of detailing of the side façade shall be consistent with the front façade.
6. Building entrances shall be emphasized through projecting or recessing forms, detail, color, or materials.

7. Architectural treatments which wrap around the side of the building (e.g., wrap-around porch) are encouraged.
8. Ground floor residential entries, including primary and secondary entries, shall be sheltered from rain and wind. Sheltering may be accomplished by recessing the entry a minimum of four feet, or the construction of a roof or overhead architectural element. Main building eaves shall not be considered a compliant sheltering element.
9. Stairways shall be incorporated inside the building to minimize visual impact. External stairways shall be recessed into the building, sided using the same siding materials as the building itself, or otherwise incorporated into the building architecture. Stairways that are simply hung from the building's exterior are not permitted.
10. The total area of windows and doors on the public street facing facade, including trim, shall not be less than twenty percent (20%) of the total area of the facade, excluding gables. The first-floor facade shall include windows to provide visual interest and visual connection to the street.
11. Each dwelling unit shall be provided with a storage area / space the floor area of which equals not less than three percent (3%) of the gross floor area of the dwelling, up to a maximum required size of thirty (30) square feet of floor area. Storage height shall be typical one story or more. The storage space provided shall be separate from and in addition to typical closets interior to the dwelling unit and shall not be encumbered by mechanical equipment, water heaters or other features appurtenant to the dwelling unit or development. Storage areas shall be conveniently located for the use of tenants. Dedicated garages may count toward this provision.

F. Open Space and Amenities

1. A minimum of twenty five percent (25%) of the site's net area shall be designated as common open space. Common open space excludes landscaped areas required by section 11-5-3 A of this Title, driveways, streets and parking areas. The net site area is calculated exclusive of all building footprints, drive aisles and private streets, parking areas, and required landscape areas. Common open space associated with ownership units (ex. townhouses) may include private yard areas.
2. Common open space shall be incorporated into the site plan as a primary design feature and not just remnant pieces of land used as open space. The open space should be centrally located and positioned within the view shed of the nearest units such that the residents can watch over the area.
3. In conjunction with the open space requirements, all multi-family projects with five (5) or more dwellings shall provide one (1) or more amenities for the residents as listed below. A minimum of one (1) additional amenity shall be provided for projects with more than twenty five (25) dwellings, and a minimum of one (1) additional amenity for every additional twenty (20) dwellings or fraction thereof thereafter. For each additional required amenity, providing for a differing type of amenity is encouraged.

Amenities shall be centrally located for a majority of residents. Amenities may be located within and counted toward common open space requirements.

The number, type, and size of amenities should be proportional to the anticipated number and representative of the anticipated needs of residents. For example, a senior housing complex may not benefit from development of a tot lot and an apartment project located in close proximity to a community park may not benefit from the duplication of park amenities.

- a. Tot lot / play structure;
 - b. Community garden;
 - c. Picnic table(s) and BBQ (preferably with shade structures);
 - d. Swimming pool;
 - e. Indoor recreation or fitness facility;
 - f. Sports court(s) (ex., tennis, basketball, volleyball, pickleball);
 - g. Natural open space area with trails and benches / viewing areas;
 - h. Dog park;
 - i. And/or other active or passive recreation area that meets the intent of this guideline as determined by the Planning and Zoning Administrator.
4. Common facilities such as laundries, mailboxes, and management office should be centrally and conveniently located for accessibility and proximity to the majority of the residents.
5. Private Open Space. Usable private outdoor space such as patios, balconies, porches, roof gardens, or small yards shall be provided in all newly constructed multi-family developments with five (5) or more units. Triplexes and fourplexes may utilize a shared yard area. Private open space shall comply with the following standards:
- i. Dwelling units located at the ground floor level (or below finished grade, or within five feet above finished grade), shall have a minimum of ninety six (96) square feet (ex. 6' x 16') of private open space, with no dimension less than six feet (6');
 - ii. All upper floor dwelling units shall have balconies or porches measuring at least thirty six (36) square feet with no dimension less than four feet (4') (ex. 4' x 9');
 - iii. All private open space shall have direct access from the dwelling unit by way of a door;

- iv. Any excess private open space (above what is required) may be counted toward fulfilling up to ten percent (10%) of the common open space requirement;
 - v. Building masses and screening such as low hedges, fences, walls, arbors or trellises shall be used to help delineate private outdoor spaces. The screening element must be a minimum of three feet (3') in height.
- G. Parking, Access and Circulation: Multi-family developments should be designed to be easy to navigate through in a logical, common sense manner so that a resident or visitor can easily enter the site, park their car, and find a particular unit.
1. Off-street vehicle parking spaces shall be provided as specified in section 11-5-3 B and other provisions of this Title. On-street parking along private streets contained within the development can be applied to the off-street parking requirements provided it meets the other criteria herein;
 - a. Parking on the streets contained within the site shall not include head-in or angle parking. Parking shall be accommodated in the form of parallel parking;
 2. Additional guest parking shall be provided at a ratio of two (2) guest parking space per project with up to ten (10) dwellings and then an additional one (1) stall per four (4) dwelling units or fraction thereof. Guest parking shall be located throughout the development and shall be clearly marked.
 3. Parking lot landscaping shall be provided as specified in 11-5-3 A 3 of this Title.
 4. Projects shall be designed with an internal pedestrian/bicycle system providing access to individual units, common areas and off-site connectors as appropriate. The goal of offsite pedestrian/bicycle connections is to provide convenient access to schools, parks, and other community amenities that are located directly adjacent or in the immediate vicinity of the multi-family site. In addition, designated pedestrian access into multi-family development shall not be limited to vehicle access points only.
 5. Where pathways cross a parking area, driveway, or street ("crosswalk"), they shall be clearly marked with contrasting paving materials, brick/masonry pavers, humps/raised crossings, or painted striping and shall conform to federal Americans with Disabilities Act (ADA) requirements.
 6. Bicycle parking shall be provided for each building with five (5) or more dwelling units and shall be located in close proximity to the building entry for convenience of residents. At a minimum five (5) bicycle parking shall be provided per project and then an additional one (1) per ten (10) dwelling units or fraction thereof.
 7. Large surface parking areas for resident and visitor parking should be designed with a series of smaller parking areas. These multiple smaller parking lots are preferred and will minimize the expansive appearance of parking areas.

8. Parking areas shall be located such that the walk from the designated parking to the dwelling units is short and direct. Ideally, residents will have visibility to their parking stalls.
9. Parking lots shall be connected to all building entrances by means of internal pedestrian walkways.
10. To provide for traffic safety and to minimize the impacts on the public circulation system private streets to service the development should connect to local or collector streets rather than directly onto arterial streets. Private driveways shall not be allowed from an arterial street.
11. The use of special paving is encouraged to enhance project design. However, special paving should be used as an accent where it serves some purpose. Preferred locations for special paving include: project entryways, pedestrian crosswalks, pedestrian walkways and common open areas.
12. Parking areas have the potential to be a source of noise and light that may affect adjacent residential areas as well as dwelling units. In an effort to reduce this potential impact, the following improvements are required:
 - i. Landscape areas between dwelling units and parking areas on-site shall be improved with berming and/or landscape to achieve a minimum thirty six inch (36") screen.
 - ii. Parking areas, access aisles and private streets for multi-family projects which are abutting or adjacent to the lot line of a low or medium density residential zone district located less than forty feet (40') from the property line as may be requested and authorized by section 11-5-3 A 2 b of this Title shall be screened by a minimum six foot (6') tall solid wall or fence or shall be appropriately improved with berming and/or landscaping which achieves the same height and objective.

H. Landscaping: Landscaping shall be designed as an integral part of the overall site plan with the purpose of enhancing building design, public views and spaces, and providing buffers, transitions and screening in compliance with section 11-5-3 A of this Title. Additional requirements include:

1. General Landscape Standards:

- a. "Landscape," "landscaping" or "landscaped area" shall mean that area of land covered with at least seventy-five percent (75%) living vegetative material such as lawn grass, ground cover, trees, shrubs, vegetables and flowers, and which may incorporate up to twenty-five percent (25%) ornamental landscaping materials.
 - a. Ornamental landscaping materials which may be utilized include round or irregular rock which allows for water infiltration, boulders, landscape bark (note that the City recommends

landscape bark should not be located within five feet (5') of structures to reduce fire hazard) and mulch, including rubber mulch. Rock or unwashed/unscreened gravel with "fines" (finely crushed or powdered material) and artificial turf shall not be utilized.

- b. Installation of landscaping shall include preventive measures intended to reduce the necessary maintenance activities, particularly the incidence of weed growth.
- c. Xeriscape landscaping may be utilized to reduce the required vegetated area to fifty percent (50%) upon City approval of a detailed landscape plan which demonstrates compliance with the "City of Rathdrum Xeriscape Guide" as adopted by the city council and subject to the other provisions of this Chapter.

b.A permanent, underground and automatic irrigation system including an approved backflow prevention device shall be installed and permanently maintained in all required landscaped areas for new development.

c.All plant spacings should allow for the growth characteristics of the vegetation without adversely affecting the integrity and maintenance of structures, walks or drives.

d.A licensed landscape architect shall provide the landscape design of all large-scale projects (those which require thirty (30) or more parking stalls).

- 2. Project Entry Landscape. The use of landscaping and accent paving can help define and beautify a project entrance as viewed from the street. Entries from public streets to multi-family projects with twenty (20) or more units shall be designed as special statements reflective of the character of the development. Special accents such as scaled monument signage, ornamental features, textured paving, flowering accents, shrubs, and / or the use of specimen trees shall be used to generate visual interest at these entry points.
- 3. All areas not covered by drive aisles, parking or necessary hardscape shall be appropriately landscaped.
- 4. Building elevations shall have landscaping consisting of a combination of vegetation adjacent to all foundations to soften the building and provide visual screening.
- 5. The City encourages the use of landscape enhancements such as trellises, arbors, cascading landscaping, vines and perimeter garden walls as well as landscape features such as fountains and public art.

I. Accessory Structures, Utilities, Mechanical and Fencing

- 1. Accessory structures shall be architecturally consistent with the design of the other buildings on the site, including building materials, paint color(s), and other elements.
- 2. Trash enclosures shall be required for projects with five (5) or more dwellings and shall be provided in compliance with section 11-5-3 of this Title. They should be

conveniently located for access by all tenants, collections and maintenance and shall be enclosed with durable materials that are architecturally compatible with the design of the buildings. Sight obscuring fencing / walls shall be utilized. Where trash enclosures are located adjacent to landscape planters, landscaping shall be incorporated around the trash enclosures to provide more effective screening.

3. Chain-link fencing is prohibited except in circumstances where fencing is provided for recreational courts (basketball, etc.).
4. Utilities shall be located underground. Where above ground utility equipment is required, such as transformers, electric and gas meters, electrical panels and junction boxes, such shall be screened by walls and/or landscaping. The location of utilities and services shall be co-located where feasible and shall not be located on the street side of a building.
5. Building mechanicals shall be incorporated into the design of the building and shall be completely screened from view. Building mechanicals shall not be located on the street side of a building.
6. The City discourages solid perimeter fencing along public street frontages for multi-family structures located within one hundred feet (100') of the property line facing the street except where noise attenuation is required along a highway. Where perimeter fencing is proposed, for purposes other than noise attenuation, along the public street frontage, open view fencing shall be used (such as decorative wrought iron). Pedestrian ingress/egress to the site at convenient locations shall be provided.

J. Lighting of Parking Areas, Drive Aisles, and Pedestrian Walkways

Site lighting for multi-family projects shall include lighting of project entries, drive aisles and parking areas, pedestrian walkways, and common areas designated for regular nighttime use. This lighting is important for safety reasons and for the architectural enhancement of the development. Lighting shall be compliant with section 11-5-3 E of this title with the following additional requirements:

1. Pedestrian-scaled lighting, less than fourteen feet (14') in height, shall be used to illuminate areas used for parking and pedestrian circulation. The City encourages use of low-level bollard lighting for illumination of pedestrian walkways.
2. In order to minimize light trespass on residential properties directly abutting a multi-family site, illumination measured at the nearest residential property line shall not exceed the moon's potential ambient illumination of one-tenth (0.1) foot-candle.
3. Outdoor light fixtures used to illuminate architectural and landscape features shall use a narrow cone of light for the purpose of confining the light to the object of interest and minimize light trespass and glare. Downward oriented lighting, except where illuminating flags or highlighting building facades shall be utilized wherever possible.

Permit materials shall include details for pole types and heights, base specifications and heights and luminaries, including any shielding or other details. A lighting analysis / photometric evaluation shall be provided to the City which demonstrates compliance with Code.

SECTION 3: CREATING 11-5-5 TO PROVIDE FOR SITE PLAN REVIEW

11-5-5: SITE PLAN REVIEW:

A. Purpose: Site plan review ensures that new development, redevelopment of existing sites and changes in use of a site follow the goals and policies of the comprehensive plan and meet applicable provisions of the municipal code. The purpose of this section is to establish the applicability, requirements, procedures, and standards of approval for site plan review, to ensure that all new building projects and site expansions are in compliance with zoning requirements and other city code standards and/or policy, as well as state and federal laws and regulations, as may be applicable.

B. Applicability: Site plan review and approval is required for the development of any commercial, industrial, institutional, public, governmental or multi-family residential project of three (3) dwelling units or more located on one or more parcels of land under any of the following conditions:

1. New construction / development, redevelopment of a site or expansion of the total floor area of existing structures or sites;
2. New use, change in use or expansion of an existing use;

The administrator may waive or amend site plan review requirements if it is shown that the site is already improved to current site design standards or the proposed use, expansion or change in use does not warrant a full site plan review.

C. Preapplication Meeting: The applicant and their design professional(s) shall meet with city staff to review the proposed site improvements prior to submittal of an application for a building or site improvement permit. The administrator may waive the requirement for a preapplication meeting if it is initially found that the level of proposed site improvements does not warrant such a meeting.

D. Application Requirements: An application and site plan shall be filed with the administrator for review and approval. The following information shall be provided in the application and site plan accompanied by a site plan review fee in the amount set by resolution of the city council. The administrator shall determine whether the application is complete.

1. Application: The application shall contain the following information:
 - a. Proposed use of the land and buildings,
 - b. Names, addresses, telephone numbers and e-mail addresses of the:

- (1) Applicant, and
 - (2) Owner(s) of record of the land, and
 - (3) Authorized representative(s) of the applicant, and
 - (4) Design professional(s) responsible for the preparation of the site plan, and
- c. Other information deemed appropriate by the administrator.

2. Site Plan Requirements, General: The applicant shall have a site plan prepared, which is complete and conforms to pertinent city ordinances and standards, and complies with the following general submittal requirements:

a. The applicant shall provide three (3) copies of the site plan, and one digital copy in portable document format (pdf);

b. The site plan shall be drawn to scale, at a scale of at no less than one inch (1") for every fifty feet (50');

c. The site plan shall depict the proposed developed site, including the location and footprint of all existing and proposed:

- (1) Structures;
- (2) Parking areas;
- (3) Landscaped areas;
- (4) Site furnishings;
- (5) Stormwater management structures and facilities;
- (6) Existing and proposed utility infrastructure and easements;
- (7) Existing and proposed right of way improvements; and

(8) All other information as set forth below, and as may be required by the administrator for an assessment of the impact of development of the site upon the land and infrastructure affected.

d. All site plan(s) shall be signed, stamped and dated by an Idaho licensed architect, engineer or landscape architect, as appropriate.

e. A professional engineer (PE) licensed in the state of Idaho shall prepare and stamp all work proposed in the public rights of way, extensions of public water and sewer mains, and stormwater management systems.

3. Required Site Plan Elements: The site plan shall address the following items in addition to application requirements as otherwise required herein or by applicable building code or other city ordinances or standards. The administrator may waive any of the required elements if it is

determined they are unnecessary, or may require submittal of additional information or material necessary for proper review based on the scope of work proposed.

a. Locational And Statistical Information:

- (1) Legal description and address of the site, if known;
- (2) Site boundaries and dimensions;
- (3) Location of existing rights of way;
- (4) Area of the site in square feet or acres;
- (5) Area covered by buildings in square feet;
- (6) Square feet of impervious surface (excluding roof area);
- (7) Density in units per acre for residential developments;
- (8) Location, purpose, instrument number and beneficiary of existing easements;
- (9) Location, purpose and beneficiary of proposed easements.

b. Parking, Staging And Circulation:

- (1) Details concerning all vehicular and pedestrian ingress and egress to and from the site, including location, dimensions, turning radius, and traffic control improvements designed to meet "Manual On Uniform Traffic Control Devices" (MUTCD) standards;
- (2) Location and layout of all off street parking, including parking calculations, number, dimension and type of space;
- (3) Location and dimension of off street loading areas;
- (4) Point elevation details on all paved, concrete and other impervious surfaces for all grade breaks, angle points, curve points and tie-in points to existing surfaces;
- (5) Pavement plan including dimensions, proposed finished grade, typical cross sections and paving materials;
- (6) Location and proposed preparation and maintenance plan for any travel areas of the site proposed to be treated with a gravel surface or paved in a future phase;
- (7) Required improvements to adjacent rights of way frontage;
- (8) Compliance with ADA accessibility standards and requirements of local, state, and federal code with regard to accessibility;
- (9) Location of trash enclosure accessible from paved driving surface.

c. Structures/Site Furnishings:

(1) Footprint Location: Building footprint location in relation to parcel boundaries, easements, proposed uses, building height, floor elevations and dimension of existing and proposed structures.

(2) Signage: Location of existing and proposed signage, dimensions, materials and construction details.

(3) Trash Enclosures: Location of trash enclosure(s) with dimension and materials.

(4) Lighting: Location and type of existing and proposed streetlights and proposed site lighting.

(5) Bicycle Racks: Location and dimension of bicycle racks.

(6) Fences: Location, materials and dimension of fences.

d. Stormwater Management:

(1) A stormwater plan shall include the following information:

(A) Treatment standards.

(B) Impervious areas (excluding roof areas) location and area in square feet.

(C) Culverts and conveyance channels.

(D) Discharge locations.

(E) Construction quality elevations and dimensions to determine drainage patterns and flow on the site and at building corners, drainage inlets and dry wells.

(F) Stormwater treatment area dimensions, including supporting hydraulic calculations.

(G) Location and means of conveyance of stormwater from roofs to dry wells.

(H) Stormwater remediation plan to cover construction/excavation activity.

e. Utilities:

(1) Location of existing and proposed utility structures.

(2) Location and size of existing and proposed sewer and water lines.

(3) Location of backflow prevention devices as required to be placed immediately behind the water meter set in the public right of way or dedicated easement.

(4) Location of nearby existing and proposed fire hydrant(s).

(5) Location of fire suppression lines.

(6) Location and details of any proposed oil/water separation devices.

(7) Location and details of fats/oils/grease collection devices and/or structures.

f. Landscaping And Irrigation:

(1) Landscape plan showing the following:

(A) Location, elevation, width and configuration of any terraces, retaining walls, or other slope treatments.

(B) Location, size and species of existing and proposed trees, bushes, shrubs and other such plantings.

(C) Location and type of proposed ground coverings.

(D) Location, dimensions and material makeup of any planters or benches.

(E) Location of any proposed water features.

(F) Landscape plan to restore areas disturbed by construction activity.

(2) Irrigation plan showing the following:

(A) Areas proposed for irrigation.

(B) Location of irrigation lines, meters and backflow prevention devices as required to be placed immediately behind the water meter set in the public right of way or dedicated easement.

(C) Note indicating method of irrigation in respect to areas to be irrigated.

4. Mitigation: Upon recommendation by the city engineer, additional studies and/or analysis to evaluate the impacts and identify potential mitigation measures as may be required as part of the site plan review process. The applicant shall be responsible for all costs associated with such studies or analysis unless otherwise arranged with the director of public works. Additional studies and/or analysis may be required in circumstances where:

a. The proposed development may result in potential threshold negative transportation system impacts and nonconformance with the city's transportation plan;

b. The proposed use involves activities, processes, materials, equipment, and/or conditions of operation that may result in potentially negative impacts, including, but not limited to, excessive production of noise, smoke, fumes, odors, hazardous materials, emissions or discharges;

c. Construction activities and/or processes may result in potentially negative impacts, including, but not limited to, excessive production of noise, smoke, fumes, odors, ground tremors, shock waves, hazardous materials, emissions or discharges during construction;

d. The proposed development is located in an area where sensitive or hazardous conditions are present (this may include, but is not limited to, certain soil conditions, shallow bedrock, seasonal high water table, wetlands, surface water bodies, or slopes in excess of 15 percent), where said conditions have the potential to create the need for special precautions during site construction;

e. The site contains a documented and unremediated environmental hazard, including, but not limited to, underground storage tanks, illegal dump sites, contaminated soils, or other such "brownfield" conditions as may be documented;

f. The proposed development results in the need for relocation, reconstruction, and/or expansion of existing sewer and/or water infrastructure;

g. Construction of an interim means of provision of sewer, including, but not limited to, construction of a temporary lift station, and/or rerouting of sewer flows to an alternate sewer basin, or through an alternate collection line is required;

h. Other circumstances warrant additional information or analysis, in the professional opinion of the city engineer, with the concurrence of the administrator;

i. Water main extensions or additional water storage to meet site's fire suppression needs.

E. Review: Upon receipt of a complete site plan, the administrator, city engineer and appropriate staff will review the site plan submittals to determine that all applicable ordinance provisions are complied with and that the site will function satisfactorily with its surroundings. The administrator will provide copies of application documents to involved or affected agencies and jurisdictions for review and comment, where appropriate. The applicant shall provide full scale plan copies, where found necessary.

The site plan review process allows for a degree of flexibility in the application of standards and ordinance requirements to allow site design to function with its surroundings while maintaining substantial compliance with ordinance requirements.

1. Standards For Approval: Approval of a site plan proposal shall be based on review standards that include, but are not limited to, the following elements:

a. The proposed use is allowable based on the current zone designation of the subject property.

b. Lot size, dimensions, setbacks and other site development characteristics have been determined to be functional and compatible with topography, public facilities and infrastructure, and established or projected nearby uses.

c. Adequate utilities are provided to serve the proposed use and to continue the utility systems to property lines in order to facilitate continuity of utilities.

d. The proposed development meets all city design standards, including, but not limited to, grading, public utility extensions, stormwater management systems, parking, circulation, landscaping, and paving, and will function compatibly with nearby uses and public facilities.

e. The location of streetlights and other site lighting practices to protect public safety on site and on adjoining rights of way are adequate without disturbing the livability of neighboring lands.

f. On site circulation and improvements to the public transportation system are adequate to support traffic generated by the proposed development.

g. The scope of improvements on adjacent public rights of way and dedications (curb, sidewalks, pathways, paving, water, sewer, drainage, easements, rights of way dedication, etc.) meets legal requirements and is compatible with current and/or future development of neighboring land.

h. Mitigation of any extraordinary on site or off site impact has been addressed to assure a functional project that will not diminish the potential use of public facilities or nearby private lands.

2. Revision/Additional Information: If changes to the site plan or additional information is required, the administrator shall request such amendments to the site plan or information be provided. The applicant shall provide the information as requested and provide three (3) copies of the amended site plan scaled at no less than one inch (1") for every fifty feet (50') with a digital copy in portable document format (pdf). After the initial request for site plan amendment a fee may be assessed for each additional request as determined through resolution by city council.

F. Approval: When all requirements have been satisfied and the conditions of approval are acknowledged and returned, the site plan may be deemed "approved" or "approved with conditions". Notwithstanding site plan approval, actual field conditions or physical realities that do not meet legal standards or that result in dysfunctional site conditions shall be subject to on site adjustment or correction as directed by the city engineer or his designee.

1. Term: The approval of a site plan shall be effective for a period of twelve (12) months from the date of approval. If construction has not commenced or an extension granted within the twelve (12) month period, the site plan approval shall expire and the applicant shall be required to resubmit for site plan review.

2. Frontage Improvement Agreement: The applicant shall enter into a development agreement with the city addressing construction of any required public improvements and improvements within the rights of way. A professional engineer (PE) licensed in the state of Idaho shall have prepared and stamped all work proposed in the public rights of way, extensions of public water and sewer mains, and stormwater management systems referenced in the agreement.

3. Extension: Prior to the expiration date of the effective period, the applicant may request an extension, in writing, from the administrator. The administrator may grant an extension, not to exceed one hundred eighty (180) days, upon a showing of good cause. The administrator shall address the request for extension by a written response to the applicant. The applicant may appeal the administrator's decision to deny an extension in accordance with the appeals chapter of this title.

4. Amendment To Approved Site Plan: After the site plan application is approved, the applicant may request an amendment to the approved site plan or to conditions of approval. If the proposed amendment is a minor change and is consistent with conditions of approval, the administrator may grant the amendment in writing. If the administrator determines the amendment involves significant change to the conditions of approval, the administrator shall schedule a review

with other staff members in accordance with the site plan review procedures and the applicant shall pay an additional one-half ($1/2$) of the current site plan review fee for review of the proposed amendment.

5. Denial: Should approval of site plan proposal be denied based upon the plan's failure to meet the standards for approval, the administrator shall provide the applicant a written decision detailing the basis for such denial, and identifying what, if anything, may be done to amend the application for approval.

6. Appeal: The applicant may appeal the decision of the administrator by filing a notice of appeal in accordance with the appeals chapter of this title.

G. Site Improvement: Construction of all improvements, as depicted on the approved site plan, shall be required as a condition of the building permit.

1. Required Site Improvements: For all uses to which this chapter shall apply, required site improvements shall include:

a. Site improvements consistent with this code, standards, and policy.

b. Paving, curbs, swales, sidewalks, pathways, streetlights and street trees along all frontage streets where said infrastructure is not currently present. In areas where the final, finish grade and/or street section cannot be established.

c. The obligation to construct said improvements may be waived, in whole or in part, by the city engineer. Such approval shall be in writing, providing a basis for approval, referencing the affected standards and how circumstances warrant deviation from standards.

2. Easements: In areas where public improvements are required outside of existing rights of way, the developer shall grant public access, drainage and utility easements to the city, which shall extend from the boundary of the existing rights of way to the extent of required public improvements and utilities. The city engineer shall determine the required width of easement.

3. Certificate Of Occupancy: No certificate of occupancy shall be issued until the city engineer or his designee has inspected and provided written approval of all required site improvements, certifying that said improvements have been constructed in conformance with the approved plans.

4. Provisional Certificate Of Occupancy: In the event that required landscaping must be postponed for causes beyond the control of the developer and barring any safety concerns, upon recommendation by the building official and city engineer, the administrator may authorize the issuance of a provisional certificate of occupancy, with provision of performance surety in the amount of one hundred fifty percent (150%) of cost estimates for the required installation. In no event shall a final certificate of occupancy be issued until all required improvements have been constructed in accordance with the approved site plan.

H. Temporary Use Permits: Temporary uses may be permitted in certain zoning designations, as an accessory to an established use, subject to certain standards as detailed in subsection 11-5-3I of this chapter. Such uses may include, but not be limited to, Christmas tree sales, fireworks stands, seasonal produce stands, and other similar activities conducted outdoors or in temporary structures. For the purpose of this section, a temporary use is a land use established for a period of time not to exceed forty five (45) total days in a calendar year; and, no more than forty five (45) consecutive days. The actual use embodied by a temporary use permit must be a permitted use in the zoning designation in which it is proposed to be located. The temporary use permit may be allowed, subject to conditions required by the administrator, provided the administrator determines that the granting of the temporary use permit will not harm the public interest if applicant has complied with required conditions.

1. Application: An application for a temporary use shall include:
 - a. A written description of the use;
 - b. Proposed starting date of the use;
 - c. A site plan that shows the location of the use, access, setbacks from property lines, parking, restroom facilities (if applicable); and
 - d. Any other pertinent information that the administrator may require to evaluate the use.

2. Basis And Standards Of Decision: A temporary use may be approved, approved with conditions or denied by the administrator. A temporary use permit is valid on the date of approval or on the effective date requested by the applicant, and will be valid for the time period requested or no more than forty five (45) days during a calendar year, such days to be designated at the time of issuance. The administrator, when reviewing a temporary use permit request, should consider the following:

- a. Whether the proposed temporary use would be consistent with the general policies of the zoning ordinance and comprehensive plan, and specific standards as established in subsection 11-5-3I of this chapter.
- b. Whether the use would otherwise be permitted within the zoning district wherein located.
- c. Whether granting the temporary use permit would be detrimental to nearby neighborhoods, or to the community in general.
- d. Whether the proposed temporary use would create a traffic hazard.
- e. Whether the proposed temporary use would impair the functioning of community facilities, delivery of public services, or the general health, safety and welfare.

SECTION 4: REPEAL OF CONFLICTING ORDINANCES

All Ordinances and parts of Ordinances in conflict with the provisions of this Ordinance to the extent of such conflict are hereby repealed.

SECTION 5: VIOLATIONS

Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed prior to the effective date of this ordinance or be construed as a waiver of any license or penalty due under any such ordinance or in any manner affect the validity of any action heretofore taken by the City of Rathdrum or the validity of any such action to be taken upon matters pending before the City on the effective date of this ordinance.

SECTION 6: SEVERABILITY

This ordinance is hereby declared to be severable. Should any portion of this ordinance be declared illegal, invalid, unconstitutional or inapplicable to any person or circumstance by a court of competent jurisdiction, such shall not affect or impair any of the remaining provisions of the Ordinance and the remaining provisions shall continue in full force and effect and shall be read to carry out the purpose(s) of the ordinance before the declaration of partial invalidity.

SECTION 7: EFFECTIVE DATE

After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Rathdrum, and upon such publication shall be in full force and effect.

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Rathdrum at a regular session of the City Council on the 14th of October, 2020.

APPROVED, ADOPTED AND SIGNED this 14th of October, 2020.

CITY OF RATHDRUM

Vic Holmes, Mayor

ATTEST:

Sherri Halligan, City Clerk

ANNEXATION AGREEMENT

Henrickson South 2020 Annexation

THIS AGREEMENT is made effective this 23rd day of September 2020, by and between the **CITY OF RATHDRUM**, a municipal corporation organized pursuant to the laws of the State of Idaho, hereinafter termed the “City,” the address of whom is 8047 W. Main Street, Rathdrum, Idaho 83858, and **Henrickson Family Holdings, LLC**, an Idaho limited liability company, the address of whom is 575 Canterbury Lane, Moses Lake, Washington 98837, as Option Grantor, and **Bluegrass Development, LLC**, an Idaho limited liability company, whose address is 1250 Northwood Center Court, Suite A, Coeur d’Alene, Idaho 83816, as Option Grantee as found within that Notice of Option recorded with Kootenai County under document number 2626976000, collectively and/or as separate entities hereinafter termed the “Owner.”

WHEREAS, the Owner has requested and consented to annexation into the corporate limits of the City of Rathdrum; and

WHEREAS, the Owner owns property which Owner wishes to develop in accordance with zoning designations applied by the City of Rathdrum. Said property consists of approximately 227.7 acres of real property and is more particularly described as follows:

PARCEL I:

THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 51 NORTH, RANGE 4 WEST BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO.

EXCEPT THAT PORTION LYING WITHIN THE SPOKANE INTERNATIONAL RAILWAY RIGHT-OF-WAY.

PARCEL II:

THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 51 NORTH, RANGE 4 WEST BOISE MERIDIAN, KOOTENAI COUNTY, STATE OF IDAHO.

EXCEPT THAT PORTION LYING WITHIN THE SPOKANE INTERNATIONAL RIGHT-OF-WAY.

WHEREAS, the annexed area incorporates those portions of N Meyer Road and W Wyoming Avenue lying adjacent to the boundaries of said annexed real property and all of the right of way of the Union Pacific Railroad / Spokane International Railway lying within the bounds of said annexed real property, the total of which all property and right of way is 238.08 acres; and

WHEREAS, the Mayor and City Council of the City of Rathdrum have determined it to be in the best interests of the City to annex the Described Lands, subject to the Owner performing the covenants and conditions hereafter set forth;

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

1.0 Purpose:

Owner(s) enter into this Agreement to obtain annexation of the Described Lands, while City seeks to obtain partial mitigation of the effects of annexation of the Described Lands. Owner acknowledges that City has no duty to annex the Described Lands and that the promises of Owner constitute an inducement for City to do so. The term "Owner" is deemed to include any successor in interest in the Described Lands.

For the Purposes of this Agreement, the term "development" shall include, but not be limited to subdivisions, light industrial, public, commercial, residential, or public utility construction on any portion of the described lands.

2.0 Municipal Utilities:

2.1 Water: Owner agrees to use a reasonably available City-designated public water supply system at such time as the Described Lands are developed. The Owner agrees to transfer the Owner's substitute water rights which are perfected under IDWR Water Right 95-2112 in lieu of the water right associated with the Described Lands at the time of or prior to recordation of this Agreement. Use of the existing on-site water right and irrigation system will be allowed for agricultural or other purposes as the Owner sees fit. Transfer of the water rights does not eliminate the requirements for the Owner to construct the necessary infrastructure to serve the Described Lands. Terms of service to be provided by a water purveyor other than the City are subject to the policies of that independent public entity.

2.1.1 At the time of any subsequent development, the Owner will be required to construct all water infrastructure in conformance with the most current adopted version of the City of Rathdrum's Master Plan Update, State law, and all City policies and standards.

2.1.2 At such time as Owner connects to the Rathdrum Water System, Owner agrees to be responsible for all required fees and charges; including all connection and/or capitalization charges generally applicable at the time service is requested. In addition, the cost for development of all on-site and off-site infrastructure is the responsibility of the Owner.

2.1.3 All required public improvements associated with development of the Described Lands shall be inspected and tested during construction by Owner's engineer with all such costs of testing and inspection to be borne by the Owner. The Owner shall provide the City Engineer or Public Works Director with inspection field reports and test results accompanied by a certification that the improvements have been installed in compliance with

applicable City requirements. A representative of the City shall be present at the pressure testing of all water mains. The City shall be notified at least twenty-four (24) hours before testing.

2.2 Sewer: Owner agrees to use City of Rathdrum Sanitary Sewer system to serve future development of the Described Lands subject to this Agreement.

2.2.1 At the time of any subsequent development, the Owner will be required to construct all sewer infrastructure in conformance with the most current adopted version of the City of Rathdrum's Master Sewer Plan Update, State law, and all City sewer policies and standards.

2.2.2 At such time as Owner connects to the Rathdrum Sanitary Sewer, Owner agrees to be responsible for all required fees and charges, including all connection and/or capitalization charges generally applicable at the time service is requested. In addition, the cost for development of all on-site and off-site infrastructure is the responsibility of the Owner.

2.2.3 City does not warrant that sanitary sewer capacity will be available at the time Owner requests connection to the specified public systems. If available capacity cannot be assured as determined by the City, within 90 days of the date that service is to be provided pursuant to a written request by Owner, Owner is authorized to provide sewer service by resorting to any lawful public or private alternative so long as legal requirements can be met. Assurance of capacity may include the obligation on the part of the Owner to extend collector lines or construct sewer lift stations in order to connect to the existing sewer system. Owner recognizes that City operates its sanitary sewer system as an enterprise undertaking subject to the economic realities of such endeavors.

2.2.4 All required public improvements associated with development of the Described Lands shall be inspected and tested during construction by Owner's engineer with all such costs of testing and inspection to be borne by the Owner. The Owner shall provide the City Engineer or Public Works Director with inspection field reports and test results accompanied by a certification that the improvements have been installed in compliance with applicable City requirements. A representative of the City shall be present at the pressure testing of sanitary sewer mains. The City shall be notified at least twenty-four (24) hours before testing.

3.0 Construct to City Standards:

Owner agrees that all improvements required by this Agreement or by City codes shall be built to City standards or to the standards of any public agency providing service to the development, adhering to all City policies and procedures; including, but not limited to the sanitary sewer improvements, water lines, fire hydrants, flood works, storm water management, sewer pump station, curbs, sidewalks, and roads. Such policies include extending the public utility lines in a manner acceptable to the City and the serving entity

to make service available to adjoining lands and to maintain continuity of municipal systems at minimal public cost.

4.0 *Applicable Standards:*

The Owner agrees that all laws, standards, policies and procedures regarding public improvement construction that the Owner is required to comply with or otherwise meet pursuant to this Agreement or City codes shall be those in effect when construction is commenced. If Owner fails to comply with applicable laws in the course of constructing improvements, public or otherwise, on the lands subject to this Agreement, Owner consents to the issuance of stop work orders, suspension of issuance of building permits or denial of certificates of occupancy until such compliance is attained.

5.0 *As-Built Drawings:*

Accurate as-built drawings shall be provided to the City within thirty (30) days of the date of substantial completion of construction of any public improvements. If as-builts are not provided as required by this agreement, City is authorized to suspend further issuance of building permits or site approvals upon the Described Lands or to discontinue utility service. In no event shall City accept public improvements for maintenance or allow occupancy of constructed improvements upon the Described Lands until suitable “as-builts” are provided and until planned improvements have complied with inspection requirements and have been accepted for public maintenance or approved for private use. The use of sureties may be allowed when in the public interest and consistent with City Code requirements.

6.0 *Considerations:*

Owner agrees to provide specific consideration to the City in the amounts and at the times specified herein. The considerations specified are deemed by the parties to be a reasonable consideration for City benefits to the Owner’s use or development of its lands annexed hereby, including, but not limited to: public safety, street services, community and traffic planning, fire protection and public utilities. The considerations are detailed in Sections 6.1 - 6.3.

6.1. Upon the proper execution and recordation of this Agreement, the City will prepare for passage an annexation ordinance annexing the Described Lands. The parties agree that until the date of publication of the annexation ordinance, no final annexation of Owner’s property shall occur.

6.2 The right-of-way that is required as consideration of annexation is the minimum rights-of-way to be dedicated. Nothing herein is intended to over-ride or substitute for any city code or transportation plan requirements in effect at the time of development of the property as provided in Section 5.0 above. **6.3** Owner agrees to comply with Northern Lakes Fire Protection District requirements at the time of development.

7.0 *Annexation:*

Upon proper execution and recordation of this Agreement, and upon performance of the prerequisite steps called for herein, the City will, to the extent lawfully permitted, adopt and thereafter publish an ordinance annexing the Described Lands.

8.0 *Right of Way Dedication:*

Dedication of City standard rights-of-way and easements along N Meyer Road and W Wyoming Avenue, and any other right-of-way necessary for the development of the Described Lands and as determined necessary by the City to allow for construction and maintenance of roadways, sidewalks/paths, utilities, drainage swales, and other necessary infrastructure to City standards shall be dedicated by separate deed to the City at the time of recordation of this Agreement as follows:

- 8.1** Dedication of width of sixty feet (60') of right of way, as measured from each side of the section line, for the purpose of minor arterial roadway along the length of N Meyer Road within and adjacent to the annexed property;
- 8.2** Dedication of width of forty feet (40') of right of way, as measured from each side of the section line, for the purpose of collector roadway along the length W Wyoming Avenue within and adjacent to the annexed property;
- 8.3** Dedication of an additional width of twenty feet (20') each side of the roadways / dedications of N Meyer Road and W Wyoming Road at the intersection thereof stretching a distance of two to three hundred feet (200'-300') in each direction.

9.0 *No Development of Annexed Lands Prior to Completion of a Development Agreement:*

Owner has requested, and the City has approved, R-1 (single family residential, low density) zoning of 165.946 acres, R-3 (multi-family residential, high density) zoning of 43.498 acres, C-1 (general commercial) zoning of 12.307 acres and O (parks / open space) zoning of 6 acres of property on the Described Lands. Rathdrum City Code 11-10-3 requires that a Development Agreement between the Owner and City be entered prior to development. As such, the Owner specifically agrees not to seek any development approval from the City including, but not limited to, applications for building permits, site development or subdivision, The Owner further agrees that the City may withhold any and all development approvals until such time as the required Development Agreement is executed by both parties and hereby waives any and all claims it may have against the City for withholding development approvals as contemplated by this Section 9.0. The parties agree that the Development Agreement must include, at a minimum, the provisions contained herein described in Sections 9.1 through 9.7.

- 9.1** Provision for a limit / cap on the construction of apartment and/or multi-family dwellings, to be limited to a total number of two hundred and fifty (250) dwelling units for all multi-family projects / development within the annexed property, combined. Apartment and/or multi-family dwelling shall mean for the purposes stated herein: A building, portion thereof, or complex of multiple buildings on a single lot which is/are designed or built, rented, leased, let or hired out to be occupied or which is occupied as the home or residence of three (3) or more families living independently of each other. The apartments shall be located in the South

West portion of the R-3 zoning between Meyer Road and the Union Pacific Railroad / Spokane International Railway.

- 9.2 Provision for a restriction of duplex dwelling units. No duplex units will be designed or constructed within the annexed property.
 - 9.3 Development within the annexed area shall not begin until the existing Brookshire development to the north is 85% built / developed to ensure continuity in development, with the exception of the commercially zoned property within this annexation area. When development occurs, such shall be logically phased starting in the northern portion of the property and proceeding southward.
 - 9.4 The developer shall provide fencing / walling along the railroad right of way for the provision of both safety and noise reduction. Such shall be subject to approval of the City Council or the Planning and Zoning Administrator as appropriate.
 - 9.5 Provisions for the construction or implementation of surcharges and other financing methods necessary to construct and/or upgrade the necessary water, sewer and transportation infrastructure to provide service to the Described Lands. The parties generally agree that the Owner, at the Owner's sole cost and expense, shall be responsible for the necessary design and construction directly.
 - 9.6 Provisions for municipal land donation as required by Rathdrum City Code 12-5 to serve the public interest, convenience, health, welfare and safety. Where a fee is preferred by the Owner to be paid in lieu of land donation, the amount of such fee shall be based upon the fair market value of the amount of land which would otherwise be required to be donated in compliance with City Code. The land and/or fees received shall be without restriction or limitation of any kind.
 - 9.7 A conceptual site plan depicting the disposition of uses, infrastructure, and proposed project phasing on the Described Lands.
- 9.8 Provisions for the donation and dedication of at least 6 acres of property within the Described Lands to the Panhandle Parks Foundation for Public use / open space, as determined by the City and defined within the Development Agreement.
- 10.0 *Covenant to Run with the Land:***

The covenants herein to be performed by Owner shall be binding upon Owner and Owner's heirs, assigns, and successors in interest, and shall be deemed to be covenants running with the land.

11.0 *Severability:*

Should any provision of this Agreement be declared invalid by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect and be interpreted to effectuate the purposes of the entire Agreement to the greatest extent possible.

12.0 *Merger and Amendment:*

All promises and prior negotiations of the parties merge into this Agreement. The parties agree that this Agreement shall only be amended in writing and signed by both parties. The parties agree that this Agreement shall not be amended by a change in law. The parties agree that Agreement is not intended to replace any other requirement of City Code and that its execution shall not constitute a waiver of requirements established by City ordinance or other applicable provisions of law.

13.0 Enforcement - Attorney's Fees:

Should either party require the services of legal counsel to enforce compliance with the terms of this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees and related costs of enforcement.

IN WITNESS WHEREOF, the City of Rathdrum has caused this Agreement to be executed by its Mayor and City Clerk, and the Owner has executed this Agreement to be effective the day and year first above written.

CITY OF RATHDRUM

Vic Holmes, Mayor

Date: _____

Attest:

Sherri Halligan, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 2020, before me, a Notary Public, personally appeared Vic Holmes and Sherri Halligan known to me to be the Mayor and City Clerk, respectively, of the City of Rathdrum that executed the foregoing instrument and acknowledged to me that said City of Rathdrum executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

**URBAN RENEWAL PLAN FOR THE
SILVERADO URBAN RENEWAL PROJECT**

RATHDRUM URBAN RENEWAL AGENCY

RATHDRUM, IDAHO

Ordinance No. _____

Adopted _____

Effective _____

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Attachments

Attachment 1	Boundary Map of Silverado Urban Renewal Project Area and Revenue Allocation Area
Attachment 2	Legal Description of Silverado Urban Renewal Project Area and Revenue Allocation Area
Attachment 3	Properties Which May be Acquired by the Agency
Attachment 4	Map Depicting Expected Land Uses and Current Zoning Map of the Project Area
Attachment 5	Economic Feasibility Study
Attachment 6	Agricultural Operation Consents

100 INTRODUCTION

This is the Urban Renewal Plan (the “Plan”) for the Silverado Urban Renewal Project (the “Project”) in the city of Rathdrum (the “City”), county of Kootenai, state of Idaho. Attachments 1 through 6 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 Silverado Project Area is also referred to as the “Project Area.”

This Plan was prepared by the Board of Commissioners (the “Agency Board”) of the Urban Renewal Agency of the City of Rathdrum (the “Agency”), its consultants, and staff 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 development of the Project Area as described in this Plan conforms to the City of Rathdrum 2014 Comprehensive Plan (the “Comprehensive Plan”), adopted by the Rathdrum City Council (the “City Council”), as may be amended from time to time. The City is currently in the process of working on an update to the Comprehensive Plan, which update is anticipated to be completed and adopted prior to December 31, 2020. The Agency intends to rely heavily on the City’s applicable zoning and 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 include the 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 modification is deemed to have not occurred as provided in Idaho Code § 50-2903A(1)(a)(i)-(iv) and 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 includes a commercial multi-family residential apartment complex, together with a mix of other commercial and/or light industrial projects. Any adjustment to the list of improvements and/or revenue stream to support growth of the proposed commercial and/or industrial 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 development, 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 5, with the need for specificity as required by Idaho Code § 50-2905. Attachment 5 specifically considers a phased buildout scenario relying on a realistic concept site plan.

The Plan narrative addresses the required elements of a plan set forth in Idaho Code § 50-2905(1), (5), (7) and (8). Attachment 5, together with the Plan narrative, meet 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.

Allowed projects are those activities which comply with the Law and the Act and meet the overall objectives of this Plan. The public-private relationship is crucial in the successful development and redevelopment of the Project Area. Typically, the public will fund enhanced public improvements like utilities, streets, and sidewalks which, in turn, establish the necessary infrastructure to support adjacent private investment, which in this case includes multi-family residential, light industrial and commercial facilities.

The purposes of the Law and Act will be attained through, and the major goals of this Plan, are:

- a. The installation and construction of public improvements, including new collector and arterial streets; improvements to existing roadways and intersections; installation of 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; installation and/or improvements to fiber optic facilities; improvements to public utilities including water and sewer improvements, and fire protection systems; removal, burying, or relocation of overhead utilities; extension of electrical distribution lines and transformers; improvement of irrigation and drainage ditches and laterals; and improvement of storm drainage facilities;
- b. The planning, design and construction of the proposed improvements to Meyer Road and Boekel Road;
- c. The planning, design and construction of new streets, including but not limited to the Thayer Connection Road, connecting Meyer Road to Boekel Road and the Meyer Backage Road, connecting Meyer Road to the new Thayer Connection Road;
- d. The replanning, redesign, and development of undeveloped or underdeveloped areas which are stagnant or improperly utilized because of limited traffic access, underserved utilities, and other site conditions, including underground gas lines and overhead transmission lines;
- e. The strengthening of the economic base of the Project Area and the community by the installation of needed public improvements to stimulate new private development providing multi-family residential housing options, employment and economic growth;
- f. The provision of adequate land for open space, street rights-of-way and pedestrian rights-of-way, including pathways;

- g. The reconstruction and improvement of street corridors to allow traffic flows to move through the Project Area along with the accompanying utility connections, through the Project Area;
- h. The provision of public service utilities, which may be sited outside of the Project Area, but are necessary to the development of the Project Area, such as water system improvements, sewer system improvements and improvements to storm drainage facilities;
- i. 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;
- j. The strengthening of the tax base by encouraging private development, thus increasing the assessed valuation of properties within the Project Area as a whole and benefiting the various taxing districts in which the urban renewal area is located; and
- k. The funding of necessary public infrastructure to accommodate both public and private development.

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. 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 Idaho Code Sections 50-2008 and 50-2906

The City Council created the Agency by Resolution No. 73, dated February 14, 1995 as provided in Idaho Code §§ 50-2005 and 50-2006. Idaho law requires that the City Council, by resolution, must determine a geographic area be a deteriorated area or a deteriorating area, or a combination thereof, and designate such area as appropriate for an urban renewal project prior to preparation of an urban renewal plan. A consultant was retained to study a proposed project area approximately 260 acres in size and prepare an eligibility report. The eligibility report was submitted to the Agency. The Agency accepted the eligibility report by Agency Resolution No. 2017-002 on November 1, 2017, and thereafter submitted the eligibility report to the City Council for its consideration.

The area studied was deemed by the City Council to be a deteriorating area and/or a deteriorated area and therefore eligible for an urban renewal project by adoption of Resolution No. 2018-289 on January 10, 2018. With the adoption of Resolution No. 2018-289, the City Council authorized the preparation of an urban renewal plan, declaring the project area boundary under the plan shall be geographically smaller than the area considered in the eligibility report. Following several Agency meetings, and information from developers and property owners, the Board focused on a Project Area approximately 40 acres in size.

The Plan was prepared and submitted to the Agency for its review and approval. The Agency approved the Plan by the adoption of Agency Resolution No. _____ on _____ 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 and Zoning Commission of the City. After consideration of the Plan, the Commission, by resolution, 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 _____], 2020, by Ordinance No. [_____].

103 History and Current Conditions of the Area

The Project Area contains approximately 42 acres of mostly vacant, undeveloped land zoned Industrial and R-3 (Multi-Family Residential – High Density) and is located outside of the downtown core in the southeast part of the City. The Project Area is generally bounded by Boekel Road on the south and Meyer Road on the east. A significant portion of the Project Area is encumbered by overhead high-voltage power transmission lines, which significantly restricts construction within the easement and represents a deterrent to development. The three developed parcels fronting Boekel Road cover 7.5 acres.

Most of the Project Area is in a transitional state until costly public infrastructure is extended to support contemplated development. Existing land uses surrounding the Project Area include residential, commercial, light industrial and agricultural.

The Project Area lacks the public infrastructure necessary to properly serve economic development contemplated by the City's zoning and Comprehensive Plan. Boekel Road and Meyer Road do not comply with current City standards requiring curbs, swales for storm drainage, sidewalks or pedestrian paths and illumination. Due to the lack of pedestrian facilities and the increasing residential uses to the south, these roadways present a safety concern. Additionally, the Project Area lacks an internal street network.

Municipal water distribution mains are located in Boekel Road and Meyer Road. As the Project Area is predominantly undeveloped, vacant land, once developed consistent with zoning designations, extensions will be necessary to serve the Project Area. Likely fire flows may need to be upgraded to adequately protect a more densely developed environment. Similarly, sewer collection mains are located in Boekel Road and Meyer Road; however, development within the Project Area will require an interior sewer collection system.

The Plan proposes improvements to public infrastructure and other publicly owned assets throughout the Project Area, creating the opportunity for development of a mixed-use project, including, but not limited to multi-family residential uses; gym, retail and office uses; gas station and convenience store; restaurants and medical and/or other professional offices; light industrial uses and open space (including trails and/or pathways). The Project Area is underdeveloped or vacant and is not being used to its highest and best use due to the existence of the power transmission lines transecting the Project Area, the age and obsolescence of infrastructure, the predominance of defective or inadequate street layout, outmoded street patterns, faulty lot layouts, insanitary and unsafe conditions, and inadequate utility infrastructure needed for residential, commercial and/or light industrial development. The foregoing conditions have arrested or impaired growth in the Project Area.

The preparation and approval of an urban renewal plan, including a revenue allocation financing provision, gives the City additional resources to solve the public infrastructure problems in this area. Revenue allocation financing should help to improve the situation. In effect, property taxes generated by new developments within the Project Area may be used by the Agency to finance a variety of needed public improvements and facilities. Finally, the contemplated residential developments will provide much needed higher density housing amongst commercial and/or light industrial developments that will generate new jobs in the community that would, in turn, benefit area residents.

It is unlikely individual developers will take on the prohibitive costs of constructing the necessary infrastructure in the Project Area without the ability of revenue allocation to help offset at least some of these costs. But for urban renewal and revenue allocation financing the proposed residential, commercial and/or light industrial developments would not occur.

104 Purpose of Activities

Attachment 5 includes identification of the proposed public improvements necessary for the contemplated development in the Project Area with specificity. 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. Due to the inherent difficulty in projecting future levy rates, future taxable value, absorption rates for commercial, light industrial and residential facilities, and the future costs of construction, the Agency reserves the right to:

- a. change funding amounts from one Project to another;
- b. to re- prioritize the Projects described in this Plan and the Plan Attachments;
- c. Retain flexibility in funding the various activities in order to best meet the Plan and the needs of the Project Area;
- d. Retain flexibility in determining whether to use the Agency's funds or funds generated by other sources;
- e. Alter the location of proposed improvements set forth in Attachment 5 to support development when it occurs. The information included in Attachment 5 presents a realistic development scenario recognizing it is difficult to project with any certainty where the improvements will be sited until any future projects submit plans to the City for design review and permitting.

The Agency intends to discuss and negotiate with any owner or developer of the parcels within the Project Area seeking Agency assistance during the duration of the Plan and Project Area. During such negotiation, the Agency will determine 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 and may prioritize certain projects or types of projects.

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 5 will be determined or prioritized as the overall Project Area develops and through the annual budget setting process.

The activities listed in Attachments 5 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. The projected timing of funding is primarily a function of market conditions and the availability of financial resources but is also strategic, considering the timing of private development partnership opportunities and the ability of certain strategic activities to stimulate development at

a given point in time within the planned 20-year period of the urban renewal district and revenue allocation area.

The Study (Attachment 5) has described a list of prioritized public improvements and other related activities in the Project Area with an estimated cost in 2019 dollars of approximately \$3,601,952. These amounts do not take into account inflationary factors, such as increasing construction costs, which would increase those figures depending on when the owner, developer and/or Agency is able to develop, construct or initiate those activities. The Study has concluded the capacity of revenue allocation funds through the term of the Plan based on the assumed phased development of projects and assessed value increases will likely generate an estimated \$6,038,576¹. The Agency reserves the discretion and flexibility to use revenue allocation proceeds in excess of the amounts predicted in the event higher increases in assessed values occur during the term of the Plan for the improvements and activities identified. Additionally, the Agency reserves the discretion and flexibility to use other sources of funds unrelated to revenue allocation to assist in the funding of the improvements and activities identified.

105 Open Land Criteria

The Project Area includes open land requiring the area meet the conditions set forth in Idaho Code § 50-2008(d). These conditions include defective or unusual conditions of title, diversity of ownership, tax delinquency, improper subdivisions, outmoded street patterns, deterioration of site, and faulty lot layout, all of which are included in one form or another in the definitions of deteriorated area or deteriorating area set forth in Idaho Code §§ 50-2018(8), (9) and 50-2903(8). The issues listed only in Idaho Code § 50-2008(d)(4)(2) (the open land section) include economic disuse, unsuitable topography, and “the need for the correlation of the area with other areas of a municipality by streets and modern traffic requirements, or any combination of such factors or other conditions which retard development of the area.”

Open land areas qualify for Agency acquisition and development for residential uses if the City Council determines there is a shortage of housing of sound standards and design which is decent, safe and sanitary in the City, that the need for housing will be increased as a result of the clearance of deteriorated areas, that the conditions of blight in the area and the shortage of decent, safe and sanitary housing contributes to an increase in the spread of disease and crime and constitutes a menace to the public health, safety, morals, or welfare, and that the acquisition of the area for residential uses is an integral part of and essential to the program of the City. Due to the City’s expected growth the need for housing is significant. Further, the existing zoning designations in the Project Area allow for increased residential density, which is a buffer for the proposed surrounding industrial and commercial projects.

¹ A portion of the Project Area is zoned Industrial. This zone permits multi-family residential subject to a conditional use permit. The Economic Feasibility Study conservatively forecasts a light industrial project on the 3.93 acres within the industrial zoned area and concludes the proposed development is feasible. As an alternative development scenario, and consistent with City zoning, owners/developers may consider seeking a conditional use permit to build an additional multi-family project phase or complex in the industrial zoned area. If approved, preliminary estimates indicate a multi-family residential project in the Industrial zone may provide additional revenue allocation proceeds that may allow the Project Area to terminate even earlier than projected.

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

This Plan does not anticipate or intend Agency acquisition of property within the Project Area. However, should the Agency determine the need to acquire property as further set forth in Attachment 3, then the open land areas qualify for Agency acquisition and development.

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 employing a strategy to improve and develop public and private lands, to provide for increased residential density pursuant to the City's land use and zoning maps, and to grow the economy in the Project Area. Implementation of the strategy includes, but is not limited to the following actions:

- a. The engineering, design, installation, construction, and/or reconstruction of storm water management infrastructure to support compliance with federal, state and local regulations for storm water discharge and to support private development;
- b. The provision for participation by property owners and developers within the Project Area to achieve the economic development objectives of this Plan;
- c. The engineering, design, installation, construction, and/or reconstruction of streets, including but not limited to improvements and upgrades to Boekel Road

and Meyer Road, and the construction of Thayer Connection Road, connecting Meyer Road to Boekel Road and the Meyer Backage Road, connecting Meyer Road to the new Thayer Connection Road, and related pedestrian facilities, intersection improvements and traffic signals;

- d. The engineering, design, installation, construction, and/or reconstruction of utilities (within and outside of the Project Area) including but not limited to improvements and upgrades to the water distribution system, booster system upgrades, water capacity improvements, water storage upgrades, sewer system improvements and upgrades, gravity interceptor, and improvements and upgrades to power and gas facilities. Construction of utilities outside of the Project Area are directly related to the growth and development within the Project Area, but cannot be sited within the Project Area;
- e. Removal, burying, or relocation of overhead utilities; removal or relocation of underground 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; public parking facilities, and other public improvements, including but not limited to, 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 public open spaces that may be deemed appropriate by the Board;
- f. The acquisition of real property for public right-of-way improvements, pedestrian facilities, open space and pathways, utility undergrounding and streetscape improvements to create development opportunities consistent with the Plan;
- g. The demolition or removal of certain buildings and/or improvements for public rights-of-way, pedestrian facilities, open space and pathways, utility undergrounding and streetscape improvements to encourage and enhance transportation and mobility options, decrease underutilized parcels, to eliminate unhealthful, unsanitary, or unsafe conditions, eliminate obsolete or other uses detrimental to the public welfare or otherwise to remove or to prevent the spread of deteriorating or deteriorated conditions and to promote economic growth and development or redevelopment;
- h. The development or redevelopment of land by private enterprise or public agencies for uses in accordance with this Plan;
- i. The provision of financial and other assistance to encourage and attract business enterprise including but not limited to start-ups and microbusinesses, mid-sized companies and large-scale corporations and industries;

- j. The rehabilitation of structures and improvements by present owners, their successors, and the Agency;
- k. The preparation and assembly of adequate sites for the development and construction of facilities for residential, commercial, industrial and governmental use;
- l. To the extent allowed by law, lend or invest federal funds to facilitate development and/or redevelopment;
- m. The environmental assessment and remediation of brownfield sites, or sites where environmental conditions detrimental to development and/or redevelopment exist;
- n. In collaboration with property owners and other stakeholders, working with the City to amend zoning regulations (if necessary) and standards and guidelines for the design of streetscape, multi-use pathways, parks and open space, and other like public spaces applicable to the Project Area as needed to support implementation of this Plan;
- o. 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; and
- p. Other related improvements to those set forth above as further set forth in Attachment 5.

In the accomplishment of these purposes and activities and in the implementation and furtherance of this Plan, the Agency is authorized to use all the powers provided in this Plan and as permitted by the Law and the Act.

302 Urban Renewal Plan Objectives

Urban renewal activity is necessary in the Project Area to combat problems of physical deterioration or deteriorating conditions. As set forth in greater detail in Section 103, the Project Area has a history of stagnant growth and development compared to other areas of the City based on deteriorated or deteriorating conditions that have arrested or impaired growth in the Project Area primarily attributed to: the high-voltage power transmission lines and corresponding easement that limit development, predominance of defective or inadequate street layout, faulty lot layout, unsafe conditions, outmoded street patterns, obsolete platting and obsolescence. The Plan for the Project Area is a proposal to work in partnership with public and private entities to create a mixed-use multi-family residential and commercial area, to improve, develop, and grow

the economy within the Project Area by the implementation of a strategy and program set forth in Section 301.

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 any development agreement shall conform to those standards specified in Section 303 of this Plan.

This Plan must be practical in order to succeed. Particular attention has been paid to how it can be implemented, given the changing nature of market conditions. Transforming the Project Area into a vital, thriving part of the community requires an assertive strategy. The following represents the key elements of that effort:

- a. Initiate simultaneous projects designed to revitalize the Project Area. From street and utility improvements to significant new public or private development, the Agency plays a key role in creating the necessary momentum to get and keep things going.
- b. Develop new residential, commercial and light industrial opportunities, 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 and in a deteriorated and/or deteriorating condition for the next twenty (20) years. The Plan creates the necessary flexible framework for the Project Area to support the City's economic development while complying with the "specificity" requirement set forth in Idaho Code § 50-2905.

Land use in the Project Area will be modified to the extent that the existing brownfields, and underutilized, underdeveloped, deteriorated, deteriorating and vacant land and land now devoted to scattered inconsistent uses will be converted to residential, commercial and light industrial uses. In implementing the activities described in this Plan, the Agency shall give due consideration to the provision of adequate park and open space, and community 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 Project Area covered by the Plan, recognizing the mixed-use residential, commercial and light industrial nature of the Project Area.

303 Participation Opportunities and Participation Agreements

The Agency shall enter into an owner participation agreement (which term includes all types of reimbursement agreements) with any existing or future owner of property in the Project

Area, in the event the property owner receives assistance from the Agency in the development and/or redevelopment of the property. In that event, the Agency may allow for an existing or future owner of property to remove the property and/or structure from future Agency acquisition subject to entering into an owner participation agreement. It is anticipated the Agency will enter into an owner participation agreement with the current owner/developer of properties in the Project Area and/or its related entities. The Agency may also enter into owner participation agreements with other future owners and developers within the Project Area throughout the duration of this Plan in order to implement the infrastructure improvements set forth in this Plan.

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 pursuant to the requirements of the Law and Act, 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 development timing, 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, 2040. The Agency shall retain its discretion to negotiate an earlier date to accomplish all obligations under any owner participation agreement.

In all owner 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 under an owner participation agreement 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 areas 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 during the transition period to prevent a decline in the employment base and a proliferation of vacant and deteriorated parcels in the Project Area during the extended development and/or redevelopment of the Project Area.
- Allowing existing nonconforming uses to continue in accordance with City regulations and to accommodate improvements and expansions allowed by City regulations and generally consistent with this 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 participation agreement to reimburse a portion of, or all of, the costs of public improvements identified in the participation agreement from the revenue allocation generated by the private development.

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 engineering, design, installation, construction, and/or reconstruction of public infrastructure improvements, including, but not limited to water, sewer, storm drainage, electrical, natural gas, telecommunication, or other similar systems and lines, streets, roads, curbs, gutters, sidewalks, walkways, public parking facilities and unoccupied auxiliary structures. 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, 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 owner participation agreement and in the annual budget adopted by the Agency Board.

305 Property Acquisition

305.1 Real Property

Only as specifically authorized herein, the Agency may acquire, through the voluntary measures described below, but is not required to acquire, any real property located in the Project Area where it is determined that the property is needed for construction of public improvements, required to eliminate or mitigate the deteriorated or deteriorating conditions, to facilitate economic development, 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. Such properties may include properties owned by private parties or public entities. This Plan allows 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 Agency has identified its intent to acquire and/or participate in the development of certain public improvements, including, but not limited to streets, streetscapes, lighting, water and sewer improvements, drainage facilities, intersection improvements, including the installation of traffic signals, public parking, parks and open space, multi-use paths and trails, power and gas improvements and/or relocations, and other related public infrastructure improvements. The Agency's property acquisition will result in remediating deteriorating conditions in the Project Area by facilitating the development of residential, commercial and light industrial uses. The public improvements are intended to be dedicated to the City upon completion. The Agency reserves the right to determine which properties identified, if any, should be acquired. The open land areas qualify for Agency acquisition as further set forth in Section 105 of this Plan.

It is in the public interest and is necessary, in order to eliminate the conditions requiring development and/or 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, subject to the limitations set forth in Idaho Code § 7-701A.

Under the provisions of the Act, the urban renewal plan "shall be sufficiently complete to indicate such land acquisition, demolition, and removal of structures, redevelopment, improvements, and rehabilitation as may be proposed to be carried out in the urban renewal area." Idaho Code § 50-2018(12). The Agency has generally described those properties by use as set out in Attachment 3 for acquisition for the construction of public improvements. The Agency may also acquire property for the purpose of developing streetscape and public utilities. The Agency reserves the right to determine which properties identified, if any, should be acquired.

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 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.

307 Demolition, Clearance and Site Preparation

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.

Further, the Agency is authorized (but not required) to prepare, or cause to be prepared, as building sites any real property in the Project Area owned by the Agency including rock removal and site preparation. In connection therewith, the Agency may cause, provide for, or undertake the installation or construction of streets, utilities, parks and open space, multi-use paths and trails, public parking facilities, drainage facilities, and other public improvements necessary to carry out this Plan.

308 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 5 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.

309 Development Plans

All development plans (whether public or private) prepared pursuant to an owner participation agreement, shall be submitted to the Agency Board for approval and review. All development in the Project Area must conform to those standards specified in Section 408 and all applicable City ordinances.

310 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.

311 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.

312 Conforming Owners

The Agency may, at the Agency's sole and absolute discretion, determine that certain real property within the Project Area presently meets the requirements of this Plan, and the owner of such property will be permitted to remain as a conforming owner without a participation agreement with the Agency, provided such owner continues to operate, use, and maintain the real property within the requirements of this Plan.

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 tentatively depicted on Attachment 4 and as set forth in the City's Comprehensive Plan and within the Rathdrum zoning ordinance and requirements, including the future land use map and zoning classifications, as may be amended. For the most part, the Project Area will include high-density residential, commercial and light industrial development. Provided, however, nothing herein within this Plan shall be deemed to be granting any particular right to zoning classification or use.

402 Public Rights-of-Way

The Project Area contains existing maintained public rights-of-way as shown on Attachment 1, including but not limited to Boekel Road and Meyer Road. Any new roadways, including new collectors and/or arterials to be engineered, designed, installed and constructed in the interior of the Project Area including but not limited to the Thayer Connection Road, connecting Meyer Road to Boekel Road and the Meyer Backage Road, connecting Meyer Road to the new Thayer Connection Road, will be constructed in conjunction with any applicable policies and design standards of the City (and State and Federal standards, as the case may be) regarding dedicated rights-of-way. Additional public streets, alleys, and easements may be created in the Project Area as needed for proper development, and other potential roadways generally shown in Attachment 5.

Existing dirt roadways, streets, alleys, easements, and irrigation or drainage laterals or ditches (if any) may be improved, abandoned, closed, vacated, expanded or modified as necessary for proper development of the Project Area, in accordance with any applicable policies and standards of the Idaho Transportation Department, Kootenai County or the City regarding changes to dedicated rights-of-way.

Any development, maintenance and future changes in the interior or exterior street layout shall be in accordance with the objectives of this Plan, and the City or the Idaho Department of Transportation's design standards as may be applicable; 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 pedestrian and vehicular access (including cars, trucks, bicycles, etc.), 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;
- 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; and
- d. Street connectivity should be maximized, and the design and/or construction of permanent cul-de-sacs and dead-end streets should be minimized to the greatest extent practicable.

The public rights-of-way may be used for vehicular and/or pedestrian traffic, as well as for public improvements, public and private utilities, and activities typically found in public rights-of-way.

403 [RESERVED]

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 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 Rathdrum City 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 Rathdrum City 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 an owner participation agreement.

407 Minor Variations

Under exceptional circumstances, the Agency is authorized to allow a variation from the limits, restrictions, and controls established by this Plan. In order to allow such variation, the Agency must determine that the variation is not contrary to the objectives of this Plan, is not materially detrimental to the public interest and is not contrary to Idaho Law.

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 allowing 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 and shall not be considered a modification to the Plan.

408 Design for Owner Participation Agreement

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.

In the case of property which is the subject of 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. 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 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 allow 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 Area 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 codes and 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 or other public entities, interest income, developer advanced funds, donations, loans from private financial institutions (bonds, notes, line of credit), 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, lines of credit, borrow funds, and create indebtedness in carrying out this Plan. The principal and interest on such advances, funds, and indebtedness may be paid from any funds available to the Agency. The City, as it is able, may also supply additional assistance through City loans and grants for various public improvements and facilities.

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, 2020. 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 advance-funded by developers or owners, 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/owner 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 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 5 to this Plan. This information necessarily incorporates estimates and projections based on the Agency's and consultants' 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, market adjustments, future priorities, and unknown future costs. Agency revenue and the ability to fund reimbursement of eligible Project Costs is more specifically detailed in the annual budget.

The Agency may appropriate funds consisting of revenue allocation proceeds on an annual basis without the issuance of notes or bonds. The Agency may also obtain advances or loans from the City or Agency, or private entity and financial institutions in order to immediately commence construction of certain of the public improvements. Developer advanced funding of public improvements could also achieve the same purpose. The revenue allocation proceeds are hereby irrevocably pledged for the payment of the principal and interest on the advance of monies or making of loans or the incurring of any indebtedness such as bonds, notes, and other obligations (whether funded, refunded, assumed, or otherwise) by the Agency to finance or refinance the Project in whole or in part, including reimbursement to developers for the cost of eligible public improvements

Revenues will continue to be allocated to the Agency until termination of the revenue allocation area as set forth in Section 800. Attachment 5 incorporates estimates and projections based on the Agency's and the consultant'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

The Silverado Urban Renewal District Economic Feasibility Study, dated July 28, 2020, attached hereto as Attachment 5 constitutes the economic feasibility study ("Study") for the Project Area prepared by Tom Lien. 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.

502.2 Assumptions and Conditions/Economic Feasibility Statement

The information contained in Attachment 5 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 indebtedness, developer reimbursement 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 proposed development take place as projected, the project indebtedness could be extinguished earlier, dependent upon the participation agreements 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 and consultant's present knowledge and expectations. The Plan proposes certain public improvements as set forth in Attachment 5, which will facilitate residential, commercial and light industrial development in the Revenue Allocation Area.

The assumptions set forth in the Study are based upon the best information available to the Agency and consultant through public sources or discussions with property owners, developers, City staff and others. The information has been analyzed by the Agency and its consultant 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 anticipated development, assessed value increases and assumed levy rates as more specifically set forth in Attachment 5. Further, the financial analysis set forth in Attachment 5 has taken into account and excluded levies that do not flow to the Agency consistent with Idaho Code § 50-2908. The types of new construction expected in the Project Area are high-density residential, light industrial and commercial facilities and improvements, as well as related public improvements. The Project Area has potential for a significant increase in light industrial and commercial growth due to the location of the Project Area near a growing residential area. However, without a method to construct the identified public improvements development is unlikely to occur in much of the Project Area.

502.3 Ten Percent Limitation

Under the Act, the base assessed valuation for all revenue allocation areas cannot exceed gross/net ten percent (10%) of the current assessed taxable value for the entire City. According to the Kootenai County Assessor, the assessed taxable value² for the City as of January 1, 2020, less homeowner’s exemptions is \$755,516,983; therefore, the 10% limit is \$75,551,698.

The adjusted base assessed value of the West Rathdrum Project Area as of January 1, 2020, is \$722,334. The estimated base value for the proposed Project Area is \$2,791,212⁴. The adjusted base values for the combined revenue allocation areas total \$3,513,546, which is less than 10% of the City’s 2020 taxable value.

502.4 Financial Limitation

² Includes taxable real and personal property, including operating property.

⁴ Pursuant to House Bill 560 enacted during the 2020 Legislative Session, as of July 1, 2020, there is no longer a speculative value exemption for agricultural land. Instead, the market value of land actively devoted to agriculture is its “actual use value.” This statutory change will have an impact on the current allocation of value between the base value and the increment value as there is no longer an agricultural tax exemption. Previously, any increase in valuation caused by the removal of the agricultural tax exemption from undeveloped agricultural land in a revenue allocation area was added to the base assessment roll. With the removal of the exemption, going forward the base value of agricultural land will be the actual use value. To be conservative, this Plan has considered an increase in the base assessment roll stemming from the removal of any existing agricultural exemptions.

The Study identifies several capital improvement projects. Use of any particular financing or funding 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 and is assessed. For purposes of determining feasibility, the Study assumes development will be phased over seven years with each phase estimated to take approximately two years to be completed.

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 annual revenue allocations and developer contributions 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 the estimated 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 under the proposed development scenario.

The projections in the Study are based on reasonable assumptions and existing market conditions. First, the Agency has projected developer funding to assist with the administrative costs for establishing the new Project Area, and for the first two years of operation, pursuant to a memorandum of understanding with the Agency. Should the Project Area be established and generate sufficient revenue allocation funds, the developer funded amount is anticipated to be reimbursed prior to reimbursement for infrastructure costs pursuant to the terms of any owner participation agreement. Second, the Study, relying significantly on developer input, has projected development will be phased over seven years with each phase estimated to take approximately two years to be completed. Development within the Project Area includes multi-family residential, public open space, commercial, such as, a gym, general retail, gas station and/or convenience store and restaurant space, medical and other professional offices and light industrial development. These developments and/or improvements are expected to begin to generate revenue allocation funds as early as calendar year 2022. Third, the Study projects the existing owner/developer will advance fund many of the public improvements necessary for the development to occur, which amounts subject to reimbursement will be reimbursed to the existing owner/developer pursuant to the terms of an owner participation agreement. Fourth, under the provisions of the Act, the revenue allocation may continue until the end of the Plan term. Fifth, the total amount of indebtedness and the amount of revenue generated by revenue allocation is dependent upon the extent and timing of private development.

A portion of the Project Area is zoned Industrial. This zone permits multi-family residential subject to a conditional use permit. The Study conservatively forecasts a light

industrial project on the 3.93 acres within the industrial zoned area and concludes the proposed development is feasible. As an alternative development scenario, and consistent with City zoning, owners/developers may consider seeking a conditional use permit to build an additional multi-family project phase or complex in the industrial zoned area. If approved, preliminary estimates indicate a multi-family residential project in the Industrial zone may provide additional revenue allocation proceeds that may allow the Project Area to terminate even earlier than projected.



Finally, the Agency reserves the discretion and flexibility to use other sources of funds unrelated to revenue allocation to assist in the funding of the improvements and activities identified, including but not limited to loans, notes, and participation agreements. The Agency may also, re-prioritize projects and the location of those projects pursuant to market conditions, project timing, funding availability, etc. as more specifically detailed in the annual budget.

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 5 identifies those public improvements the Agency may directly fund in whole or reimburse an owner, developer and/or public entity for 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 identification 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 owner, developer and/or public entities. 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 proposed location and siting of roads and utilities in the Project Area is generally shown in Attachment 5 recognizing that the specific location of roads and utilities will depend on the type and timing of development. The change in location of the improvements shown in Attachment 5 does not constitute a modification to the Plan.

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. Where applicable, 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 5, in conjunction with private development within the Project Area generating the increment as identified in Attachment 5.

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 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.

502.6 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 through the new development projections set forth in Attachment 5.

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 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 calculation⁵. 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 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.

⁵ There are exceptions to this assertion set forth in I.C. § 50-2908, where certain levies do not generate revenue for the Agency, and therefore, the full value of the Project Area is used to set the levy rate.

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 taxing entities. The Study's analysis is premised upon the fact the proposed development would not occur but for the ability to use revenue allocation funds to fund certain significant public infrastructure improvements.

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 in the short term for inclusion by the taxing entities to increase their budget capacity. Under current law, upon termination of this Plan or deannexation of parcels from the Project 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 2020 certified levy rates are not determined until late September 2020, the 2019 certified levy rates have been used in the Study for purposes of the analysis.⁶ Those taxing districts and rates are as follows:

Taxing District Levies:

Kootenai County	.002488493
Lakes Highway District #2	.000557072
City of Rathdrum	.004488580
Lakeland Joint School District No. 272	.000020913
Kootenai County Ambulance	.000138373
Northern Lakes Fire Protection	.001132884
North Idaho Junior College	.000797070
Community Library Network	.000301380
Kootenai County Hospital	.000000000
TOTAL:	.009924765

The Study has made certain assumptions concerning the levy rate. The levy rate is conservatively estimated to be .009924765 and is projected to stay level for the life of the revenue allocation area. Additionally, the Study assumes a combined annual inflationary increase

⁶ Due to the timing of the taxing districts' budget and levy setting process, certification of the 2020 levy rates did not occur until this Plan had been prepared and was in the process of being considered by the Agency. In order to provide a basis to analyze the impact on the taxing entities, the 2019 levy rates are used. Use of the 2019 levy rates provides a more accurate base than estimating the 2020 levy rates.

of 1.6% in land value and improvement value over the term of the Plan. If the overall levy rate is less than projected, or the land values do not increase as expected, or expected development fails to occur as estimated, the Agency shall receive fewer funds from revenue allocation.

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 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 Administrative Costs identified in 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 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 development and/or redevelopment of the Project Area to be commenced and carried to completion without unnecessary delays.
- g. The undertaking and completing of any other proceedings necessary to carry out the Project.
- h. Administration of Community Development Block Grant funds that may be made available for this Project.
- i. Appropriate agreements with the Agency for administration, supporting services, funding sources, and the like.
- j. Use of public entity labor, services, and materials for construction of the public improvements listed in this Plan.
- k. Coordination of the development agreements entered into by the City and developer with the goals of the Plan.
- l. Assist with coordinating and implementing the public improvements in the Project Area identified in the Study.
- m. Contribute land for right-of-way improvements at no cost to support construction of the public improvements listed in this Plan.
- n. Joint funding of certain public improvements, including but not limited to improvements to roadways, sewer treatment and water system facilities and storage facilities.

The foregoing actions to be taken by the City do not constitute any commitment for financial outlays by the City.

601 Maintenance of Public Improvements

The Agency has not identified any commitment or obligation for long-term maintenance of the public improvements identified. The Agency will need to address this issue with the appropriate entity, public or private, who has benefited from or is involved in the ongoing preservation of the public improvement. The Agency expects to dedicate public improvements to the City.

700 ENFORCEMENT

The administration and enforcement of this Plan, including the preparation and execution of any documents implementing this Plan, shall be performed by the Agency and/or the City.

800 DURATION OF THIS PLAN, TERMINATION, AND ASSET REVIEW

Except for the nondiscrimination and nonsegregation provisions which shall run in perpetuity, the provisions of this Plan shall be effective, and the provisions of other documents formulated pursuant to this Plan, shall be effective for twenty (20) years from the effective date of the Plan subject to modifications and/or extensions set forth in Idaho Code §§ 50-2904 and 50-2905(7). The revenue allocation authority will expire on December 31, 2040, except for any revenue allocation proceeds received in calendar year 2041, as contemplated by Idaho Code § 50-2905(7). The Agency may use proceeds in 2041 to complete the projects set forth herein. As stated in the Plan, any owner participation agreement or obligations will cease as of December 31, 2040.

Idaho Code § 50-2903(5) provides the Agency shall adopt a resolution of intent to terminate the revenue allocation area by September 1 of the termination year. 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, 2041, or if the Agency determines an earlier terminate date, then by May 1 of the early termination year:

- a. When the Revenue Allocation Area plan budget estimates that all financial obligations have been provided for, the principal of and interest on such moneys, indebtedness, and bonds have been paid in full or when deposits in the special fund or funds created under this chapter are sufficient to pay such principal and interest as they come due, and to fund reserves, if any, or any other obligations of the Agency funded through revenue allocation proceeds shall be satisfied and the Agency has determined no additional project costs need be funded through revenue allocation financing, the allocation of revenues under Idaho Code § 50-2908 shall thereupon cease; any moneys in such fund or funds in excess of the amount necessary to pay such principal and interest shall be distributed to the affected taxing districts in which the Revenue Allocation Area is located by the County Clerk 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 value for the year immediately following the year in which the modification occurred to include the current year's equalized assessed value of the taxable property in the revenue allocation area, effectively eliminating the Agency's revenue stream 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

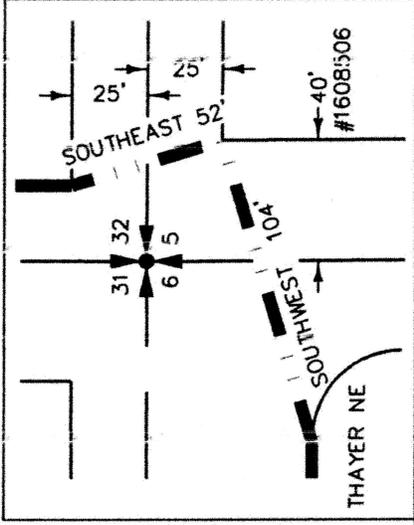
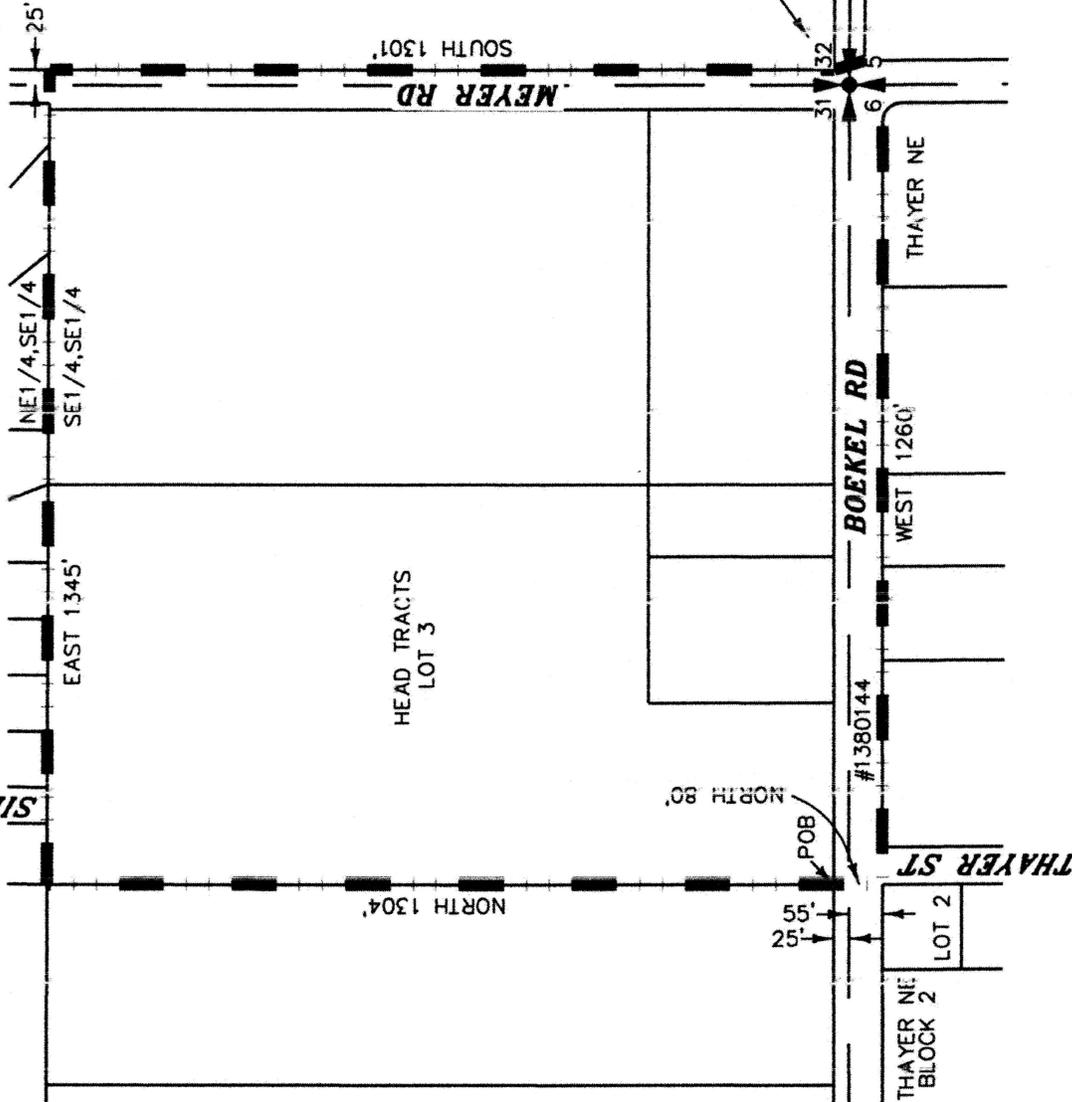
All attachments and tables referenced in this Plan are attached and incorporated herein by their reference. All other documents referenced in this Plan but not attached are incorporated by their reference as if set forth fully.

Attachment 1

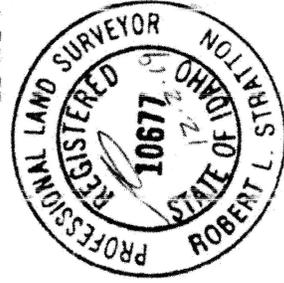
Project Area and Revenue Allocation Area Boundary Map

URBAN RENEWAL DIST. SKETCH
SEC 5&6, T51N, R4W, BM
SEC 31&32, T52N, R4W, BM

URD BOUNDARY
 PROPERTY BOUNDARY
 SECTION LINE



DETAIL 1" = 60'

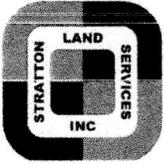


	STRATTON LAND SERVICES, INC. (208) 687-2854 (889) 687-2854 8068 W. MAIN ST., SUITE 1 RATHDRUM, ID 83858 www.strattonis.com	17025-5A.DWG DATE: 12/2/19 DRAWN BY: RLS	SCALE 1" = 300' SHT. 1 OF 1 PROJ # 17025
	SKETCH FOR HEAD		

Attachment 2

Legal Description of Project Area and Revenue Allocation Area

An area consisting of approximately 42 acres as more particularly described as follows:



STRATTON LAND SERVICES, INC.

8068 W. MAIN ST. UNIT 1
RATHDRUM, ID 83858
rob@strattonls.com

PHONE: (208) 687-2854
(888) 687-2854
www.strattonls.com

SURVEYING & ENGINEERING

13 November 2019

Project 17025 Head

Description for Urban Renewal District:

A portion of sections 5 and 6, township 51 north, range 4 west and sections 31 and 32, township 52 north, range 4 west, all of the Boise Meridian, City of Rathdrum, Kootenai County, Idaho, said portion being described as:

Beginning at the southwest corner of lot 3, block 1 of the plat of Head Tracts as recorded with Kootenai County in book 'J' of plats at page 172, said corner being on the north right-of-way line of Boekel Road, an old section line road with said right-of-way line 25 feet northerly of the section line;

Thence north 1304 feet to the northwest corner of said lot 3;

Thence east along the north line of said Head Tracts, the north line of the southeast quarter of the southeast quarter of said section 31 and said line extended 1345 feet to a point on the east right-of-way line of Meyer Road, an old section line road with said right-of-way line 25 feet easterly of the section line;

Thence south along said east right-of-way line 1301 feet to the intersection with said north right-of-way line of Boekel Road;

Thence southeasterly 52 feet to the intersection of the south right-of-way line of Boekel Road, an old section line road with said right-of-way line 25 feet southerly of the section line and the east right-of-way line of Meyer Road as established in a deed recorded with Kootenai County under inst. #1608506;

Thence southwesterly 104 feet to a point on the northerly end of a curve between the rights-of-way for Boekel Road and Meyer Road as dedicated on the plat of Thayer Northeast as recorded with Kootenai County in book 'G' of plats at page 410, said point also being on the south right-of-way line of Boekel Road as established in a deed recorded with Kootenai County under inst. #1380144, said right-of-way line being 55 feet southerly of the north line of the northeast quarter of said section 6;

Thence west along said south right-of-way line 1260 feet to the northeast corner of lot 2, block two of the plat of Thayer Northeast Block Two as recorded with Kootenai County in book 'I' of plats at page 173;

Thence north 80 feet to the said point of Beginning.



DEED OF CONVEYANCE

1380144

THIS DEED, entered into on the 30th day of November, 1994, between GEORGE AND AUDREY THAYER, husband and wife, hereinafter referred to as "GRANTORS", and the city of Rathdrum, a municipal corporation of the state of Idaho, hereinafter referred to as "GRANTEE", whose address is Post Office Box 67, Rathdrum, Idaho, as to the following real property situated in Kootenai County, state of Idaho, more specifically described as follows:

The South 30 feet of the North 55 feet of Section 6, T 51 N, R 4 W B M, Kootenai County, state of Idaho

WHEREAS, Grantors are the owners in title, or claim an interest in the real property herein described, to be conveyed to the Grantee by this deed for the purpose of establishing a public right of way; and

WHEREAS, Grantors herein, their successors in interest, heirs, executors, administrators and assigns, do hereby grant, bargain, sell, and convey all the right, title and interest in the following described real property unto the Grantors for right of way purposes inclusive of the future installation of roadways, curves, sewer, and water lines, utilities as may be required, and such other public uses as shall be required by the ordinances of the city of Rathdrum, the laws, rules and regulations of the state of Idaho, and such other applicable statutes, rules or regulations as are deemed necessary or appropriate.

NOW, THEREFORE, by acceptance of this Deed of Conveyance, the Grantee accepts ownership of the above described parcel being conveyed hereunder, without

1380144

obligation of contribution or maintenance until such time as roadways, curbs, water and sewer lines are installed and accepted by the city of Rathdrum pursuant to its standards.

IN WITNESS WHEREOF, the GRANTORS have set their hands this 30th day of November, 1994.

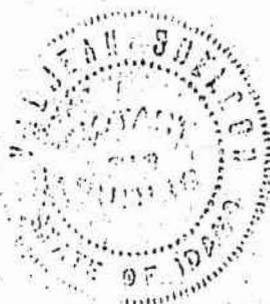
George E Thayer
GEORGE THAYER

Audrey L Thayer
AUDREY THAYER

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 30th day of November, 1994, before me the undersigned Notary Public, personally appeared GEORGE and AUDREY THAYER, husband and wife, known or identified to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year first above written in this certification.



Valjean Sheldon

NOTARY PUBLIC FOR IDAHO

Residing at:

My Commission Expires: 4/28/2000

1380144

IN WITNESS WHEREOF, the GRANTEE have set their hands this 1st day of November, 1994.

[Signature]

CITY OF RATHDRUM

Charles E. Hall
MAYOR President of Council

ATTEST:

Judy Hollenbeck
JUDY HOLLENBECK, City Clerk

STATE OF IDAHO }
COUNTY OF FOOTENAI } SS
AT THE REQUEST OF
City of Rathdrum
DEC 2 10 30 AM '94
TOWNSHIP CLERK
Miss
FEE\$ 9.00 DEPUTY

1608506

EXHIBIT A

LEGAL DESCRIPTION

FOR

MEYER ROAD RIGHT-OF-WAY

FOUR PARCELS OF LAND situated in the West Half of Section 5 and the East Half of Section 6, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

PARCEL 1:

Commencing at a Point at the intersection of the West Line of the Northwest Quarter of Section 5 with the Easterly extension of the South Line of Block 1 of the Plat of "Thayer Northeast" (recorded as Instrument No. 1463191, in Book G of Plats, Pages 410 - 410A, Kootenai County Records), said Point being situated South 00°41'13" West, 555.00 feet, more or less, from a 5/8 inch rebar with a 2 inch diameter aluminum cap, as described in Corner Perpetuation and Filing (CP&F) Instrument No. 1427058, taken to monument the Section corner common to said Sections 5 and 6 and Sections 31 and 32 of Township 52 North, Range 4 West, of said Boise Meridian. (hereafter referred to as the Northwest Corner of said Section 5) and said Point also being situated North 00°41'13" East, 2126.88 feet, along said West Line of the Northwest Quarter of Section 5, from a 5/8 inch rebar with a 2 inch diameter aluminum cap as described in CP&F Instrument No. 1259232, taken to monument the Quarter Section Corner common to said Sections 5 and 6 (hereafter referred to as the West Quarter Section Corner of Section 5), which is situated North 00°41'32" East, 2655.37 feet, along the West Line of the Southwest Quarter of said Section 5, from a 5/8 inch rebar with a 2 inch diameter aluminum cap, as described in Corner Perpetuation and Filing (CP&F) Instrument No. 1259230, taken to monument the Section Corner common to said Sections 5 and 6 and Sections 7 and 8 in said Township 51 North, Range 4 West (hereafter referred to as the Southwest Corner of said Section 5);

Thence, along said Easterly extension of the South Line of Block 1 of the Plat of "Thayer Northeast", parallel with the North Line of Section 6, North 89°09'41" West, 25.00 feet, to a Point on a Line offset 25.00 feet Westerly from, and parallel with, said West Line of the Northwest Quarter of Section 5, said Line taken to be the West Line of the existing Right-of-Way for Meyer Road by prescriptive use, and said Point being the TRUE POINT OF BEGINNING;

Thence, along said West Line of the existing Right-of-Way for Meyer Road, South 00°41'13" West, 718.41 feet, more or less, to the Northeast Corner of that Parcel of Land conveyed to the City of Rathdrum by the Warranty Deed recorded as Instrument No. 1353496, Kootenai County Deed Records (hereafter referred to as "Well Parcel No. 1");

Thence, along the North Line of said "Well Parcel No. 1", perpendicular to said West Line of the existing Right-of-Way for Meyer Road, North 89°18'47" West, 15.00 feet, to a Point on a Line offset 40.00 feet Westerly from, and parallel with, said West Line of the Northwest Quarter of Section 5;

Thence, along said 40.00 foot Westerly offset Line from said West Line of the Northwest Quarter of Section 5, North 00°41'13" East, 718.45 feet, more or less, to said South Line of the Plat of "Thayer Northeast";

Thence, along said South Line of the Plat of "Thayer Northeast", South 89°09'41" East, 15.00 feet, to the TRUE POINT OF BEGINNING.

Containing 10,772 square feet (0.247 acres), more or less.

PARCEL 2:

Commencing at said Northwest Corner of Section 5;

Thence, along said West Line of the Northwest Quarter of Section 5, South 00°41'13" West, 1363.34 feet, to a Point on the Easterly extension of the South Line of said "Well Parcel No. 1";

1608506

Thence, along said Easterly extension of the South Line of said "Well Parcel No. 1", perpendicular to said West Line of the Northwest Quarter of Section 5, North 89°18'47" West, 25.00 feet, to a Point on said West Line of the existing Right-of-Way for Meyer Road, said Point taken to be the Southeast Corner of said "Well Parcel No. 1", and said Point being the TRUE POINT OF BEGINNING;

Thence, along said West Line of the existing Right-of-Way for Meyer Road, South 00°41'13" West, 1298.30 feet, to a Point on a Line offset 25.00 feet Westerly from, and parallel with, said West Line of the Southwest Quarter of Section 5, taken to be the West Line of the existing Right-of-Way for Meyer Road by prescriptive use;

Thence, along said West Line of the existing Right-of-Way for Meyer Road, South 00°41'32" West, 2630.37 feet, to a Point on a Line offset 25.00 feet Northerly from, and parallel with, the South Line of the Southeast Quarter of Section 6, taken to be the North Line of the Right-of-Way for Lancaster Road by prescriptive use;

Thence, along said North Line of the Right-of-Way for Lancaster Road, North 89°18'28" West, more or less, 15.00 feet, to a Point on a Line offset 40.00 feet Westerly from, and parallel with, said West Line of the Southwest Quarter of Section 5;

Thence, along said 40.00 foot offset Line from said West Line of the Southwest Quarter of Section 5, North 00°41'32" East, 1180.11 feet, to a point of tangent curvature;

Thence, 56.58 feet along the arc of a 760.00 foot radius curve concave to the West, having a central angle of 04°15'56", and a long chord bearing North 01°26'28" West, 56.57 feet, to a point of tangency;

Thence, North 03°34'25" West, 142.08 feet, to a point of tangent curvature;

Thence, 62.54 feet, along the arc of a 840.00 foot radius curve concave to the East, having a central angle of 04°15'56", and a long chord bearing North 01°26'28" West, 62.52 feet, to a Point on a Line offset 55.00 feet Westerly from, and parallel with, said West Line of the Southwest Quarter of Section 5;

Thence, along said 55.00 foot Westerly offset Line, North 00°41'32" East, 197.91 feet, to a point of tangent curvature;

Thence, 61.63 feet, along the arc of an 840.00 foot radius curve concave to the East, having a central angle of 04°12'15", and a long chord bearing North 02°47'39" East, 61.62 feet, to a point of tangency;

Thence, North 04°53'47" East, 145.89 feet, to a point of tangent curvature;

Thence, 55.77 feet, along the arc of a 760.00 foot radius curve concave to the West, having a central angle of 04°12'15", and a long chord bearing North 02°47'39" East, 55.75 feet, to a point of tangency situated upon said 40.00 foot Westerly offset Line from said West Line of the Southwest Quarter of Section 5;

Thence, along said 40.00 foot Westerly offset Line from the West Line of the Southwest Quarter of Section 5, North 00°41'32" East, 728.87 feet, to a Point on a Line offset 40.00 feet Westerly from, and parallel with, said West Line of the Northwest Quarter of Section 5;

Thence, along said 40.00 foot offset Line from the West Line of the Northwest Quarter of Section 5, North 00°41'13" East, 1298.30 feet, to the South Line of said "Well Parcel No. 1";

Thence, along said South Line of "Well Parcel No. 1", South 89°18'47" East, 15.00 feet, to the TRUE POINT OF BEGINNING

Containing 65,868 square feet (1.512 acres), more or less.

PARCEL 3:

Commencing at said Northwest Corner of said Section 5:

1608506

Thence, along said West Line of the Northwest Quarter of said Section 5, South 00°41'13" West, 25.00 feet, more or less, to a Point on a Line offset 25.00 feet Southerly from, and parallel with, the North Line of the Northwest Quarter of Section 5, taken to be the South Line of the existing Right-of-Way for Boekel Road by prescriptive use;

Thence, along said South Line of the existing Right-of-Way for Boekel Road, South 88°57'14" East, 25.00 feet, to a Point on a Line offset 25.00 feet Easterly from, and parallel with, said West Line of the Northwest Quarter of Section 5, taken to be the East Line of the existing Right-of-Way for Meyer Road by prescriptive use, and said Point being the TRUE POINT OF BEGINNING;

Thence, continuing along said South Line of the existing Right-of-Way for Boekel Road, South 88°57'14" East, 15.00 feet, to a Point on a Line offset 40.00 feet Easterly from, and parallel with, said West Line of the Northwest Quarter of Section 5;

Thence, along said 40.00 foot offset Line from said West Line of the Northwest Quarter of Section 5, South 00°41'13" West, 2656.39 feet, to a Point on a Line offset 40.00 feet Easterly from, and parallel with, said West Line of the Southwest Quarter of Section 5;

Thence, along said 40.00 foot Easterly offset Line from the West Line of the Southwest Quarter of Section 5, South 00°41'32" West, 728.87 feet, to a point of tangent curvature;

Thence, 61.64 feet, along the arc of an 840.00 foot radius curve concave to the West, having a central angle of 04°12'15", and a long chord bearing South 02°47'39" West, 61.62 feet, to a point of tangency;

Thence, South 04°53'47" West, 145.89 feet, to a point of tangent curvature;

Thence, 55.76 feet, along the arc of a 760.00 foot radius curve concave to the East, having a central angle of 04°12'15", and a long chord bearing South 02°47'39" West, 55.75 feet, to a Point of Cusp situated upon a Line offset 25.00 feet Easterly from, and parallel with, said West Line of the Southwest Quarter of Section 5, taken to be the East Line of the existing Right-of-Way for Meyer Road by prescriptive use, said Point of Cusp also being situated North 00°41'32" East, 48.61 feet, along said East Line of the Right-of-Way for Meyer Road, from a 5/8 inch rebar with a plastic cap inscribed "Welch, Comer PLS 5573" taken to monument the Northwest Corner of a parcel of land hereafter referred to as "Well Parcel No. 2";

Thence, along said East Line of the existing Right-of-Way for Meyer Road, North 00°41'32" East, 991.65 feet, to an angle point;

Thence, continuing along said East Line of the existing Right-of-Way for Meyer Road, North 00°41'13" East, 2656.48 feet, to the TRUE POINT OF BEGINNING.

Containing 52.777 square feet (1.211 acres), more or less.

PARCEL 4:

Commencing at said West Quarter Section Corner of said Section 5;

Thence, along said West Line of the Southwest Quarter of Section 5, South 00°41'32" West, 1140.27 feet, to a Point on the Westerly extension of the South Line of said "Well Parcel No. 2";

Thence, along said Westerly extension of the South Line of said "Well Parcel No. 2", perpendicular to said West Line of the Southwest Quarter of Section 5, South 89°28'18" East, 25.00 feet, to a 5/8 inch rebar with a plastic cap inscribed "Welch, Comer PLS 5573" taken to monument the Southwest Corner of said "Well Parcel No. 2, and situated upon said East Line of the existing Right-of-Way for Meyer Road;

Thence, along said East Line of the existing Right-of-Way for Meyer Road, South 00°41'32" West, 49.30 feet, to a point of tangent curvature, being the TRUE POINT OF BEGINNING;

Thence, 56.58 feet, along the arc of a 760.00 foot radius curve concave to the East, having a central angle of 04°15'56", and a long chord bearing South 01°26'26" East, 56.57 feet, to a point of tangency;

1608506

Thence, South 03°34'25" East, 142.08 feet, to a point of tangent curvature;

Thence, 62.54 feet, along the arc of an 840.00 foot radius curve concave to the West, having a central angle of 04°15'56", and a long chord bearing South 01°26'26" East, 62.52 feet, to a point of tangency situated upon said 40.00 foot Easterly offset Line from the West Line of the Southwest Quarter of Section 5;

Thence, along said 40 00 foot Easterly offset Line from the West Line of the Southwest Quarter of Section 5, South 00°41'32" West, 1180.11 feet, to a Point on a Line offset 25.00 feet Northerly from, and parallel with, the South Line of said Southwest Quarter of Section 5, taken to be the Northerly Line of the Right-of-Way for Lancaster Road by prescriptive use;

Thence, along said Northerly Line of the Right-of-Way for Lancaster Road, North 89°18'28" West, 15.00 feet, to a Point on said Easterly Line of the Right-of-Way for Meyer Road;

Thence, along said Easterly Line of the Right-of-Way for Meyer Road, North 00°41'32" East, 1440.80 feet, to the TRUE POINT OF BEGINNING.

Containing 19,676 square feet (0.451 acres), more or less.

The basis of bearings for this description is the Idaho State Plane Coordinate System, West Zone, NAD83(1992). A Convergence Angle of -00°51'00" was calculated at City of Rathdrum Control Monument No. 6. To convert to geodetic bearings, subtract the convergence angle from all Northeast and Southwest bearings, and add the convergence angle to all Northwest and Southeast bearings. A Combined Adjustment Factor (CAF) of 1.00008216, also calculated at City of Rathdrum Control Monument No. 6, was used to adjust coordinates from State Plane gnd to project ground.



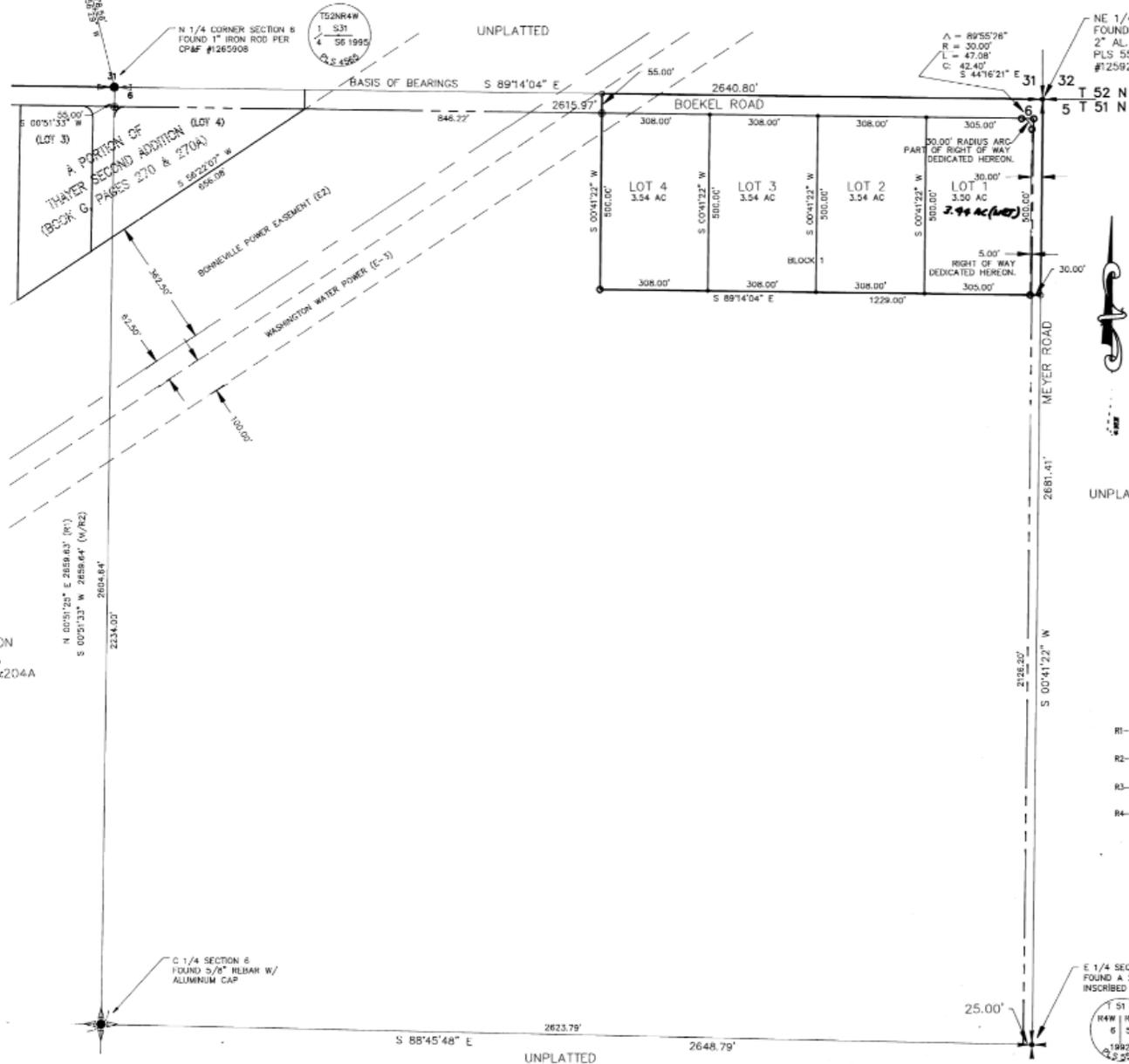
THAYER NORTHEAST

A PORTION OF THE NE 1/4 OF SECTION 6, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF RATHDRUM, COUNTY OF KOOTENAI, STATE OF IDAHO

BOOK G PAGE 410-A
#1463191

SHORT PLAT MAP
SHEET 2 OF 2 SHEETS
SEPTEMBER, 1996

RATHDRUM CITY MON. #4
N = 2,242,892.08
E = 220,845.55
(COORDS FROM CITY CONTROL)

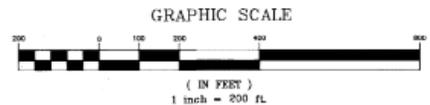


- LEGEND**
- SET 1/2 INCH X 24 INCH REBAR W/YELLOW SURCAP MARKED PLS 8249
 - SET 5/8 INCH X 30 INCH REBAR W/YELLOW SURCAP MARKED PLS 8249
 - SET 2 INCH DIA. X 36 INCH IRON PIPE W/7" BRASS CAP MARKED AS INITIAL POINT THAYER NORTHEAST
 - CALCULATED POINT-NOTHING SET
 - ⊕ FOUND MONUMENT AS DESCRIBED
 - (M) MEASURED DISTANCES
 - (R) RECORDED DISTANCES - SEE REFERENCE MAPS BELOW
 - ⊕ FOUND CONTROLLING SECTION CORNER OR SUBDIVISION SECTION CORNER AS DESCRIBED

BASIS OF BEARING
THE BASIS OF BEARING FOR THIS SURVEY IS THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 6, T 51 N, R 4 W, B.M., AS S 89°14'04" E SHOWN ON THE THAYER SECOND ADDITION SUBDIVISION PLAT FILED IN BOOK G, PAGES 270 & 270A OF THE KOOTENAI COUNTY RECORDER'S OFFICE.

- RECORDS**
- E1 - PACIFIC GAS TRANSMISSION COMPANY. NOTICE OF LOCATION AMENDING DESCRIPTION OF EXISTING RIGHT OF WAY. RECORDED IN BOOK 300, PAGE 591 OF THE OFFICE OF THE RECORDER, KOOTENAI COUNTY, IDAHO.
 - E2 - U.S.A. TRANSMISSION LINE EASEMENT. RECORDED IN BOOK 147, PAGE 93 OF THE OFFICE OF THE RECORDER, KOOTENAI COUNTY, IDAHO.
 - E3 - WASHINGTON WATER POWER COMPANY. RIGHT OF WAY EASEMENT. RECORDED IN BOOK 149, PAGE 307 OF THE OFFICE OF THE RECORDER, KOOTENAI COUNTY, IDAHO.
 - E4 - STATE OF IDAHO. RIGHT OF WAY DEED. RECORDED IN BOOK 151, PAGE 58 OF THE OFFICE OF THE RECORDER, KOOTENAI COUNTY, IDAHO. CONSTRUCTION PLANS, FEDERAL AID PROJECT #5-5732(1), ON FILE AT THE IDAHO DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, DISTRICT 1 OFFICE, COEUR D'ALENE, IDAHO.

- REFERENCE MAPS**
- R1 - RECORD OF SURVEY FILED AT BOOK 14, PAGE 96 BY GEM STATE ENGINEERING AND SURVEYING IN THE OFFICE OF THE RECORDER, KOOTENAI COUNTY, IDAHO.
 - R2 - RECORD OF SURVEY FILED AT BOOK 14 PAGE 113 BY GEM STATE ENGINEERING AND SURVEYING IN THE OFFICE OF THE RECORDER, KOOTENAI COUNTY, IDAHO.
 - R3 - RECORD OF SURVEY FILED AT BOOK 10 PAGE 14 BY GALE R. DAHLMAN IN THE OFFICE OF THE RECORDER, KOOTENAI COUNTY, IDAHO.
 - R4 - RECORD OF SURVEY FILED AT BOOK 10 PAGE 67 BY GALE R. DAHLMAN IN THE OFFICE OF THE RECORDER, KOOTENAI COUNTY, IDAHO.



North Idaho Engineering
4200 West Seltice Way
Coeur d'Alene, Idaho 83814
Phone: (208) 667-1171 Fax: (208) 664-3507

THAYER
SUBDIVISION
BOOK G,
PAGES 204 & 204A

THAYER
NORTHEAST
PLS 8249
1996

09/14/96
1000-16290

THAYER NORTHEAST BLOCK TWO

A PORTION OF THE NORTHEAST QUARTER, SEC. 6, T.51N., R.4W., B.M.,
CITY OF RATHDRUM, KOOTENAI COUNTY, IDAHO

BOOK I PAGE 173
No. 1604827

STATE OF IDAHO
COUNTY OF KOOTENAI

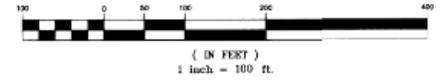
AT THE REQUEST OF:
MECKEL ENGINEERING & SURVEYING, INC.
At 29 minutes past 9 o'clock A M
Date: SEP 1 1999

DRAWN BY: Scott M. Rasor English, Recorder
By: Ran Deputy
Fee \$ 11.00

Sec. Cor.
Fd. Alum. cap,
2 ins. diam.,
flush with pavement
mkd. as shown
CP&F Inst.
No. 1427058

CITY COORDS.
N 2239182.4980
E 224420.5725

GRAPHIC SCALE



BASIS OF BEARING

BASIS OF BEARING ~ SOUTH 89°14'04" EAST ALONG THE NORTH LINE OF SECTION 6 BETWEEN THE NORTH QUARTER CORNER AND THE NORTHEAST SECTION CORNER ACCORDING TO THE PLAT OF "THAYER NORTHEAST" AS RECORDED IN BOOK G AT PAGE 410 & 410A, RECORDS OF KOOTENAI COUNTY, IDAHO.

LEGEND

- FD. AN IRON ROD, 5/8 IN. DIAM., WITH PLASTIC CAP MKD. PLS 4182
- SET AN IRON ROD, 3/8 INS. LONG, 5/8 IN. DIAM., WITH A PLASTIC CAP MKD. PLS 6374
- CALCULATED POINT (NOTHING FOUND OR SET)
- OTHERS AS NOTED

SURVEYS OF RECORD & PRIOR SURVEYS

- | | | | |
|----------------|-------------|-----------|--|
| 1) W.B. MORRIS | PLS 6602 | DEC. 1993 | BK. 14, PG. 96 |
| 2) D. SCHUMANN | PLS 4182 | DEC. 1994 | BK. G, PGs. 204 & 204A
THAYER SUBDIVISION |
| 3) J. KINNEY | PE/PLS 1969 | APR. 1995 | BK. G, PGs. 263 & 263A
MEYER TRACTS |
| 4) D. SCHUMANN | PLS 4182 | JULY 1995 | BK. G, PGs. 270 & 270A
THAYER SECOND ADDITION |
| 5) J. KINNEY | PE/PLS 1969 | DEC. 1995 | BK. G, PGs. 333 & 333A
DREAMWOOD ADDITION |
| 6) D. SCHUMANN | PLS 4182 | SEP. 1996 | BK. G, PGs. 391 & 391A
THAYER FOURTH ADDITION |
| 7) J. HASSELL | PLS 8249 | SEP. 1996 | BK. G, PGs. 410 & 410A
THAYER NORTHEAST |

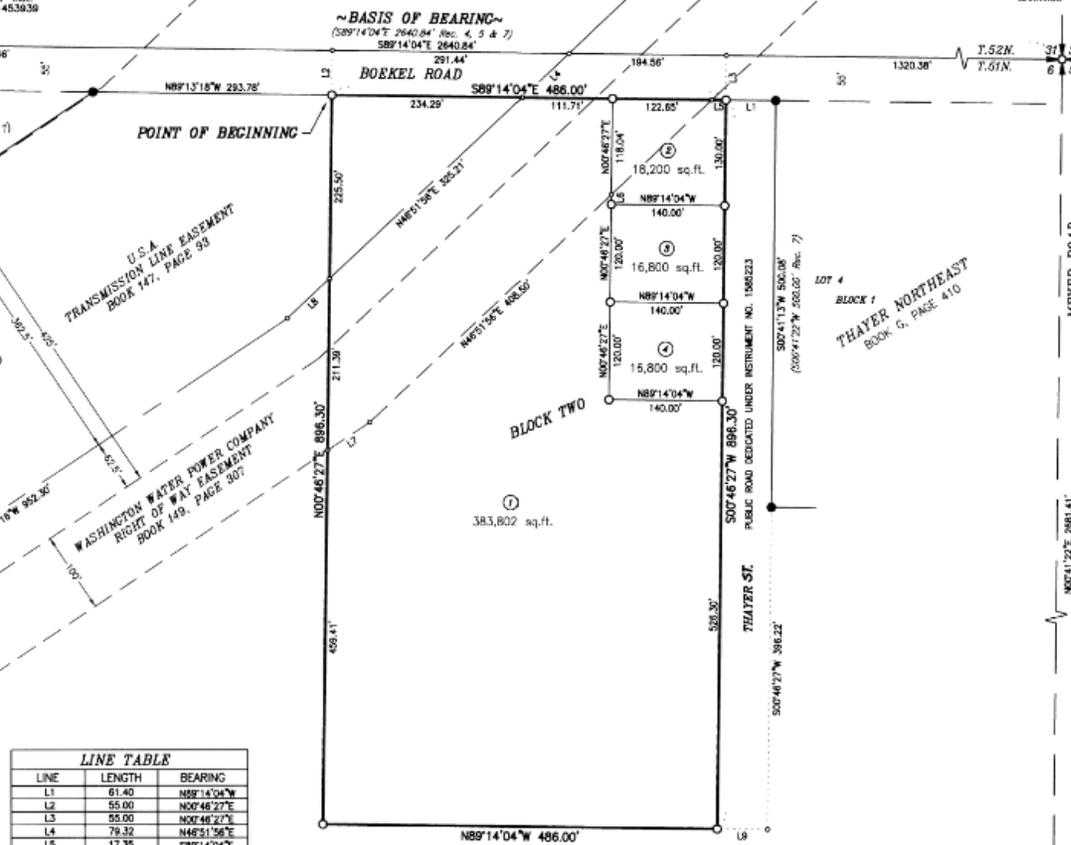
SURVEYOR'S CERTIFICATE

I, SCOTT M. RASOR, PROFESSIONAL LAND SURVEYOR No. 6374 IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT I HAVE SURVEYED, SUBDIVIDED AND PLATTED "THAYER NORTHEAST BLOCK TWO", MORE PARTICULARLY DESCRIBED IN THE OWNER'S CERTIFICATE ON SHEET 2 OF THIS PLAT. I FURTHER CERTIFY THAT THE SURVEY WAS MADE UNDER MY DIRECT SUPERVISION AND IS IN CONFORMITY WITH THE IDAHO CODES RELATING TO PLATS AND SUBDIVISIONS.

Scott M. Rasor 6/11/99
SCOTT M. RASOR, PLS 6374 DATE



LINE TABLE		
LINE	LENGTH	BEARING
L1	61.40	N89°14'04"W
L2	55.00	N00°46'27"E
L3	55.00	N00°46'27"E
L4	79.32	N46°51'56"E
L5	17.35	S89°14'04"W
L6	11.96	N00°46'27"E
L7	62.77	S89°13'18"W
L8	71.37	S46°51'56"W
L9	62.16	S89°14'04"E



RATHDRUM CITY MONUMENT #4
N = 2242980.09
E = 220645.55
(COORDS FROM CITY CONTROL)

1/4 Sec. Cor.
Fd. Alum. cap,
2 ins. diam.,
flush with pavement
mkd. as shown
CP&F Inst.
No. 1453638

P.O.B. DREAMWOOD
Fd. Brass cap,
2-1/2 ins. diam.,
mkd. as shown

1/4 Sec. Cor.
not tied this survey
CP&F Inst.
No. 1482851

NOTE:
THIS RECORD OF SURVEY DOES NOT ATTEMPT TO SHOW ALL EASEMENTS OR RIGHTS-OF-WAY OF RECORD, THE SIZE OR LOCATION OF PRESCRIPTIVE EASEMENTS, FENCE LINES OR PHYSICAL FEATURES OF THE PROPERTY. ITEMS SUCH AS BUILDINGS AND FENCES WHICH ARE SHOWN, ARE FOR INFORMATIONAL PURPOSES ONLY.

SCALE: 1" = 100'	DRAWN: JOM	JOB NO. 98.271 DWG FILE: 8271PLT.DWG V1
DATE: JUNE 11, 1999	CHECKED: <u>[Signature]</u>	CREW: CLR & CVF

MECKEL ENGINEERING & SURVEYING, INC.
402 IDAHO AVENUE, COEUR D'ALENE, IDAHO, 83814 (208)657-4638 fax: (208)654-3347

THAYER NORTHEAST BLOCK TWO
A PORTION OF THE NORTHEAST QUARTER, SEC. 6, T.51N., R.4W., B.M.,
CITY OF RATHDRUM, KOOTENAI COUNTY, IDAHO

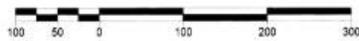
HEAD TRACTS

W 1/2 SE 1/4 SE 1/4 SECTION 31 T52N R4W B.M.

CITY OF RATHDRUM, KOOTENAI COUNTY IDAHO

LEGEND

- CORNERS FOUND, REBARS, 5/8 INCH DIAM
REBARS FOUND SOUTH LINE OF COPPER VALLEY RANCH ARE 1/2 INCH DIAM
ALL CORNER MONUMENTS FOUND ARE 5/8 INCH DIAM.
- CITY OF RATHDRUM CONTROL MONUMENTS, AL, CAP 3 1/2 INCH DIAM
IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE, NAD 83 DATUM
1992 ADJUSTMENT, C.A.F. 1.00008216
- M = MEASURED
- CORNERS SET:
- PIPE, 1 1/8 INCH DIAM, WITH ID CAP
- REBAR, 1/2 INCH DIAM, WITH ID CAP
- GOV'T CORNERS FOUND AS SHOWN
- PUBLIC UTILITY EASEMENT RESERVED AND DEDICATED ALONG ALL SIDES OF LOT LINES, DISTANCES AS SHOWN



BASIS OF BEARINGS IS FROM GPS-R8 AND GPS-R9, CITY OF RATHDRUM CONTROL MONUMENTS, AS SHOWN. MONUMENTS USE IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE, NAD 83 DATUM, 1992 ADJUSTMENT, C.A.F. 1.00008216. ALL COORDINATES SHOWN ARE AT THE C.A.F. 1.00008216 AS REQUESTED BY THE CITY OF RATHDRUM.

REFERENCES:

RECORD OF SURVEYS:

BOOK 15 AT PAGE 01
BOOK 17 AT PAGE 46

EASEMENTS OF REFERENCES:

- TRANSMISSION LINE EASEMENT RECORDED IN BOOK 147 AT PAGE 186
- RIGHT OF WAY EASEMENT TO WASHINGTON WATER POWER, BOOK 149 OF DEEDS AT PAGE 156
- EASEMENT TO WASHINGTON WATER POWER, FOR NATURAL GAS LINE, INSTRUMENT No. 758860, 1349094 AND 1385761
- EASEMENT TO WASHINGTON WATER POWER, FOR OPTIC CABLE AND COMMUNICATION LINE FACILITIES, INSTRUMENT No. 1387423
- EASEMENT TO CITY OF RATHDRUM FOR ROAD RIGHT OF WAY, INSTRUMENT No. 1388847

NUMBER OF LOTS: 3

SMALLEST LOT: 0.84 ACRES
LARGEST LOT: 17.22 ACRES
AVERAGE LOT: 6.59 ACRES
TOTAL ACREAGE: 19.76 ACRES

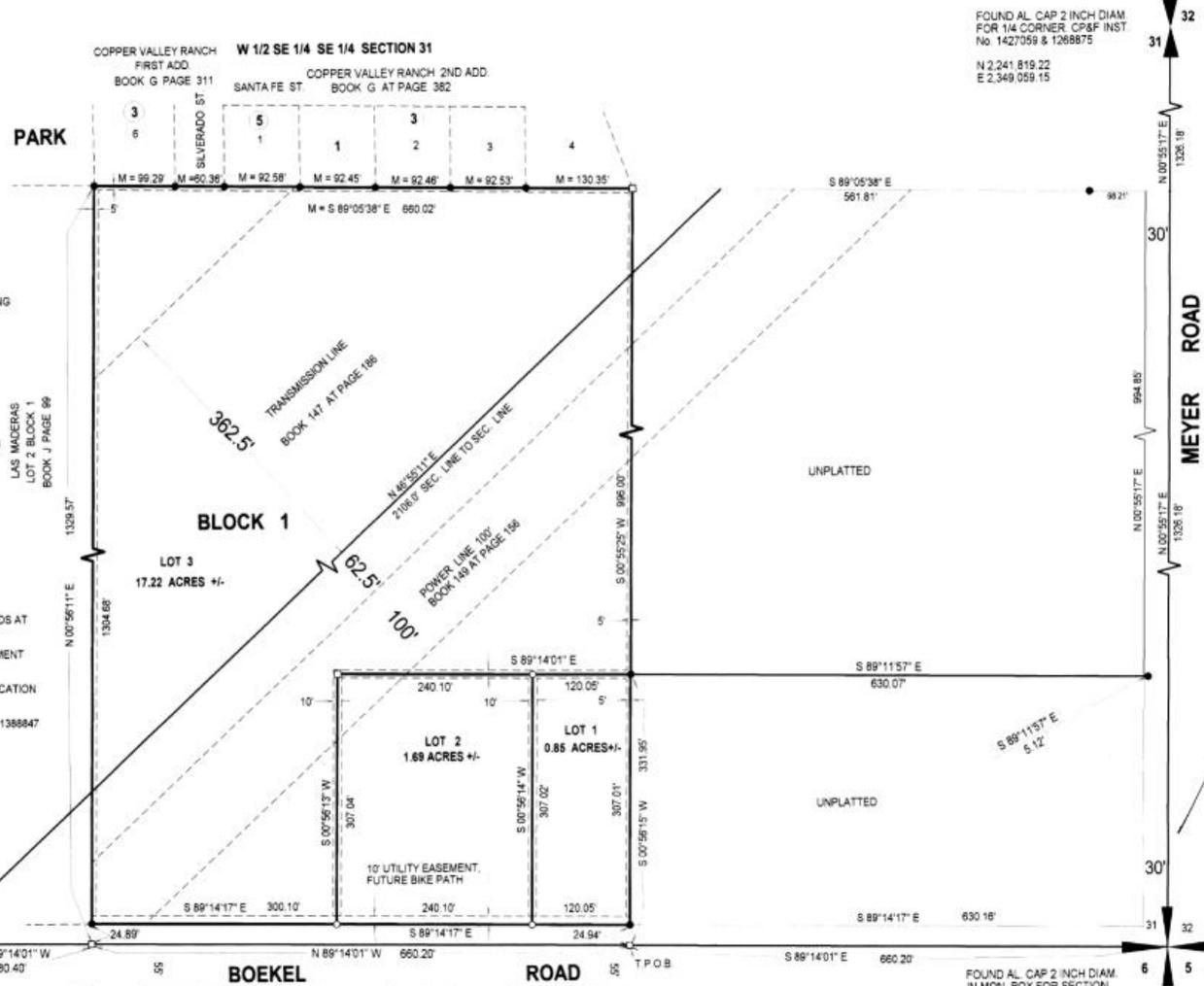
FOUND AL. CAP FOR 1/4 COR
CP&F INST No. 1597099, 1453939
1427057, 1265908

GPS-R8
N 2,239,154.30
E 2,345,791.88

BASIS OF BEARINGS

GPS-R9
N 2,239,145.51
E 2,346,947.85

THAYER NORTHEAST
BLOCK TWO
BOOK 1 AT PAGE 173



FOUND AL. CAP 2 INCH DIAM
FOR 1/4 CORNER, CP&F INST.
No. 1427059 & 1265875
N 2,241,819.22
E 2,349,059.15



LAND SURVEYOR
GALE R. DAHLMAN
P.O. BOX 474
HAYDEN ID 83835
(208) 772-5955

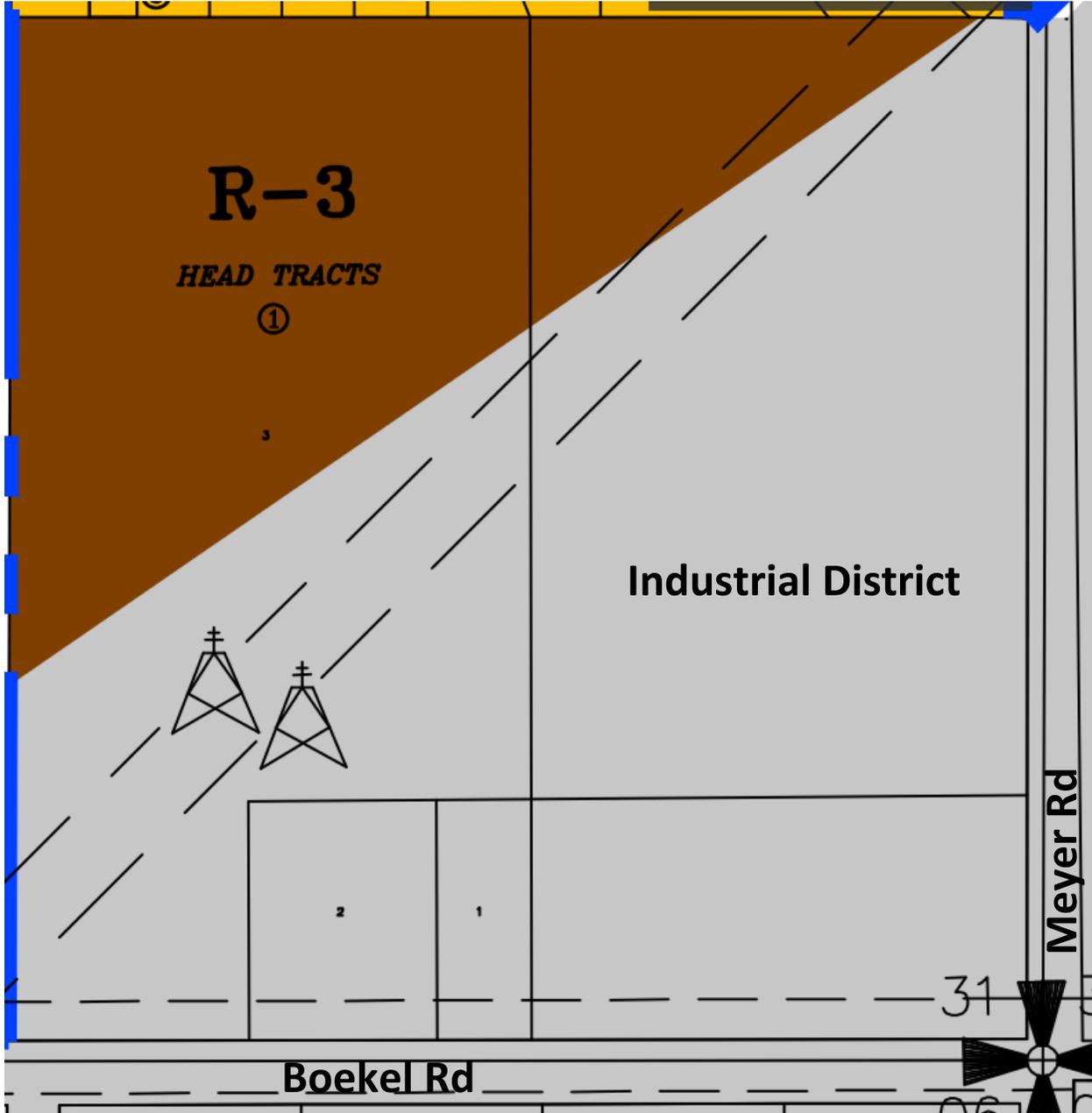
Attachment 3

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

1. The Agency has not identified any particular parcel for the construction of public improvements or for private redevelopment. Properties which may be subject to acquisition included parcels to:
 - a. assemble with adjacent parcels to facilitate development and/or redevelopment;
 - b. assemble with adjacent rights-of-way to improve configuration and enlarge parcels for development and/or redevelopment;
 - c. reconfigure sites for development and possible extension of streets or pathways
 - d. assemble for future transfer to qualified developers to facilitate the development of high-density residential, light industrial and commercial;
 - e. assemble for the construction of certain public improvements, including but not limited to streets, streetscapes, water and sewer improvements, public parking, community and recreation facilities, parks and open space, multi-use paths and trails, and other public facilities.
2. The Agency reserves the right to acquire any additional right-of-way or access routes near or around existing or planned rights-of-way.
3. The Agency reserves the right to acquire property needed to provide adequately sized sites for high priority projects for the development of public improvements (the exact location of which has not been determined).
4. Other parcels may be acquired for the purpose of facilitating catalyst or demonstration projects, constructing public parking, constructing new streets or pathways, enhancing public spaces, or to implement other elements of the urban renewal plan strategy and/or any master plan for the Project Area.

Attachment 4

Map Depicting Expected Land Uses and Current Zoning
Within Revenue Allocation Area and Project Area



Attachment 5

Economic Feasibility Study

SILVERADO

URBAN RENEWAL DISTRICT

ECONOMIC FEASIBILITY STUDY

July 28, 2020

Prepared by:
Tom Lien

Prepared for:
Rathdrum Urban Renewal Agency

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Silverado District Economic Feasibility Study

INTRODUCTION

The Silverado District Project is a proposed development within the City of Rathdrum that includes anticipated business and residential development activities following construction of appropriate infrastructure. This 42-acre development area, also referred to as the “Project Area,” is zoned for commercial, industrial and residential (R-3). There are portions of the Project Area that include utility easements for overhead power transmission lines.

Providing a method for financing certain public infrastructure development is the primary purpose for establishing this revenue allocation area. Within the Project Area will be new streets, sidewalks, water, fire hydrants, sewer, storm water drainage, street lighting, street trees and possibly parks and walking paths.

The public infrastructure improvements are planned in annual phases with the initial build-out of the Meyer Loop in the first year and the extension of Boekel Connector in year 5. This timing will coincide with the development and access needs of the several lots as shown in the Site Plan (Exhibit B). The anticipated site development and building costs shown in the site plan are provided in Appendix D.

For the purpose of this Economic Feasibility Study, it is assumed the developer will advance-fund to-be-determined public infrastructure improvements which are detailed in Appendix C, Preliminary Cost Estimate, and will be reimbursed for some or all of those costs from an allocation of revenue generated by the increment value pursuant to a reimbursement agreement with the Urban Renewal Agency of the City of Rathdrum (the “Agency”). This method of financing is preferential to bonding because of the expense associated with bond financings and places the responsibility for absorption (and tax generation) on the developer. If the developer chooses, the cost of the infrastructure is paid for by the developer and later reimbursed when the investment in the district generates sufficient tax increment revenue.

FINDINGS

Boundary

The area subject to this report is northwest of the intersection of W. Boekel Rd. and N. Meyer Rd, with W. Boekel Rd providing the south boundary of the property and N. Meyer Rd. being the east boundary of the property. The west boundary would be N. Thayer St. if it were extended north from W. Boekel Rd and the north boundary would be W. Pine St. if it were extended east from N. Wright St.

The boundaries of the Project Area are shown on the Project Area and Revenue Allocation Boundary Map, attached hereto as Exhibit B and incorporated herein by reference, and are described in the Legal Description of the Project Area and Revenue Allocation Area, attached hereto as Exhibit C 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.

Existing Land Uses.

Current legal parcels in the proposed District are as shown in Exhibit A attached. Land within the proposed district is mostly vacant with some existing commercial development fronting Boekel Rd and absorbing 7.54 acres of the total site. The Project Area was declared a deteriorated area and/or a deteriorating area and is therefore eligible for an urban renewal project.

VALUATION OF THE URBAN RENEWAL AREA

The Project Area has a total of 40 acres in 5 parcels with an assessed value of \$2,791,212 in 2020. The following table shows the current assessment by parcel number.

TABLE 1

CURRENT ASSESSMENT OF THE SILVERADO PROJECT AREA

Parcel	Identification No.	Owner	<u>AIN</u>	<u>Acres</u>	<u>2020 Valuation</u>
1	R00000319000	B Head	189032	15.00	\$456,197
2	R32500010030	Silverado Properties LLC	254394	17.22	\$164,366
3	R00000319900	B Head	199065	5.00	\$752,933
4	R32500010010	Johnson	25439	0.85	\$600,128
5	R32500010020	T-Squared	254393	1.69	\$817,588
				39.76	\$2,791,212

Source: Kootenai County Tax Records

The assessed values shown in Table 1 do not include any operating property values, and there are no Agricultural exemptions that would apply.

The taxing districts overlapping the Project Area have the certified levy rates for 2019 as shown in the following Table 2.

TABLE 2
LEVY RATES BY TAXING DISTRICT

Kootenai County	.002488493
City of Rathdrum	.004488580
Lakes Highway #2 – Rathdrum	.000557072
School District #272	.003478112
Northern Lakes Fire	.001132884
Comm Library Network	.000323908
North Idaho College	.000797070
Kootenai Co EMS	.000138373
Total	.013404492

Source: Kootenai County Treasurer

Applying the total levy rate to the 2020 assessed valuation of the taxable property in the Project Area provides the following projection of future revenue without urban renewal. For purposes of this analysis it is assumed the levy rates remain constant and the property values increase 1.6% annually. This is based on historical assessed value growth in the City of Rathdrum from 2008 through 2019.

TABLE 3
TAXING DISTRICT REVENUES WITHOUT THE SILVERADO PROJECT
WITH 1.6% ANNUAL INCREASE IN PROPERTY VALUE

	Year	Annual	Cumulative
	2020	37,415	37,415
1	2021	38,013	75,428
2	2022	38,622	114,050
3	2023	39,240	153,290
4	2024	39,687	193,157
5	2025	40,505	233,622
6	2026	41,153	274,815
7	2027	41,812	316,627
8	2028	42,481	359,108
9	2029	43,161	402,269
10	2030	43,851	446,120
11	2031	44,553	490,673
12	2032	45,266	535,939
13	2033	45,990	581,929
14	2034	46,726	628,655
15	2035	47,473	676,128
16	2036	48,233	724,361
17	2037	49,005	773,366
18	2038	49,789	823,155
19	2039	50,585	873,740
20	2040	51,395	925,135
21	2041	52,217	977,352
22	2042	53,052	1,030,404

Source: Tom Lien

Without investment in taxable improvements in the Project Area, annual revenues will continue to be very limited and stagnant. But for urban renewal and revenue allocation financing little development is anticipated to occur in the Project Area due to the high cost of the public infrastructure improvements.

Revenue allocation financing allows growth to pay for itself and provides a funding source for expensive public capital improvement projects associated with development. With that infrastructure base, the private investment in land and buildings can be made with the resultant improvements in the area and the entire Rathdrum community.

The current investment within the Project Area yields a very small amount of tax. Beginning at \$37,415 per year and the 1.6% per year increase in property values, the cumulative tax revenue is \$1,030,404 over 20 years. The primary purpose of the Urban Renewal Area designation is to encourage new and higher value development to occur within the area. Therefore, the following analysis will review the projected growth in the Project Area as a result of the Project and measure the implication those scenarios have on investment in the area and the taxes those investments are anticipated to generate.

THE PROJECT AREA

Current land use in the Project Area is a mix of agricultural and commercial/industrial. Anticipated future development will comprise 7.57 acres R-3 residential, 11.91 acres commercial/industrial and 5.77 right-of-way. The following Table 4 shows the future land use by acre for this project. There will be no required change in City comprehensive plan based on current land use.

**TABLE 4
FUTURE DEVELOPMENT IN THE PROJECT AREA**

<u>Land Use</u>	<u>Acre Size</u>
R-3 Multi-Family Residential	7.57
Gym / Retail / Offices	1.67
Gas Station / C-Store	1.62
Restaurant	1.02
Professional Offices	1.00
Medical Offices	1.01
Light Industrial	1.66
Light Industrial	3.93

Source: Olson Engineering

The development will be phased over 7 years with each phase estimated to take approximately 2 years to be completed. The following table shows the amount of acreage by use and by phase that may be developed. These are only projections of growth and will likely be different from what actually occurs (faster or slower). However, the projection is fairly accurate for our purposes of determining the economic feasibility of the Project.

The last item in Table 4 shows Light Industrial at 3.93 acres. Consistent with City zoning, developers may consider seeking a conditional use permit to build an additional multi-family project in the industrial zoned area. For purposes of the Economic Feasibility Study and conformity with the City’s Comprehensive Plan, the proposed development contemplates a light industrial project which is anticipated to produce less total long-term tax increment to be collected in the Project Area than a multi-family project. As shown in Appendix A, there is ample cumulative tax increment to fund the anticipated project costs, which could result in early termination of the Project Area. Alternatively, to the extent developers obtain a conditional use permit and build an additional multi-family project, the additional tax increment from a multi-family project will likely allow the Project Area to terminate even earlier than projected.

Table 5
Development Phasing - Revenue
Generation

<u>Phase</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>Total</u>
R-3 Multi-Family Residential	7.57				
Right-of-Way	1.99			3.78	
Gym / Retail / Offices		1.67			
Gas Station / C-Store		1.62			
Restaurant		1.02			
Professional Offices			1.00		
Medical Offices			1.01		
Light Industrial				1.66	
Light Industrial				3.93	
Total	9.56	4.31	2.01	9.37	25.25
					-1.99
					-3.78
Taxable Development not including Roads					19.48

Source: Olson Engineering

The taxable new development area is only 19.48 acres out of the total of 42 acres, which also includes non-taxable right-of-way and open space. The remaining acreage is allocated to pre-existing constructed properties (7.54 acres), roads and overhead power transmission easements (6.97 acres).

TABLE 6
GENERAL INFRASTRUCTURE DEVELOPMENT - COSTS SCHEDULE
Engineer's Detail is shown in Appendix C

General Items	\$ 506,000
Roadway Construction / Drainage	\$ 761,230
Meyer / Boekel Frontage Improvements	\$ 889,354
Water System	\$ 331,550
Sanitary Sewer System	\$ 84,690
Engineering & Testing	\$ 514,564
<u>Mobilization & Contingency</u>	<u>\$ 514,564</u>
Total	\$ 3,601,952

Source: Olson Engineering

The cost schedule for infrastructure construction shown in Table 6 above reflect current costs (see Appendix C for detailed estimates). It is anticipated and normal for the costs for future construction to exceed the stated costs. The future costs in year three and year six could result in additional costs to coincide with the anticipated development timeline of the 4 phases of parcel development as shown in Table 5 above. At an annual increase in costs of 3%, the total construction could increase as much as \$307,155.

PROJECTED REVENUE FROM INCREMENT VALUE IN THE PROJECT AREA

The developer advanced funding of public infrastructure construction is necessary to support the proposed private development listed in Table 5 above. As a result, the new taxable development will generate revenue to be allocated to the Agency that can be used to reimburse the developer for the costs of certain public infrastructure. Upon termination of the Project Area, the additional value is returned to the regular tax rolls. The increased values will generate future revenue to the taxing districts, in amounts exceeding that which would be generated without urban renewal. The following table estimates revenue allocation funds generated in the Project Area.

**TABLE 7
REVENUE ALLOCATION FUNDS GENERATED IN THE PROJECT AREA AS A RESULT OF NEW TAXABLE DEVELOPMENT**

Collection Year	Tax Revenue	Cumulative Revenue
2020	-0-	-0-
2021	-0-	-0-
2022	\$ 61,006	\$ 61,006
2023	\$159,577	\$ 220,583
2024	\$196,925	\$ 417,508
2025	\$215,166	\$ 632,674
2026	\$251,230	\$ 883,904
2027	\$267,440	\$1,151,344
2028	\$314,222	\$1,465,567
2029	\$319,250	\$1,784,816
2030	\$324,358	\$2,109,174
2031	\$329,548	\$2,438,722
2032	\$334,820	\$2,773,542
2033	\$340,177	\$3,113,720
2034	\$345,620	\$3,459,340
2035	\$351,150	\$3,810,490
2036	\$356,769	\$4,167,259
2037	\$362,477	\$4,529,736
2038	\$368,277	\$4,898,013
2039	\$374,169	\$5,272,182
2040	\$380,156	\$5,652,337
2041	\$386,238	\$6,038,576

Source: Tom Lien

In Table 2 above, the total levy rates of all taxing districts is 0.013404492 and is used to compute the taxing district revenues as shown in Table 3. The total levy rate used to compute taxing district revenue in Table 7 above, is 0.009924765, which does not include levy rates for School District #272 bond and supplemental levy, or the Community Library Network Bond. These levies are exempt from Urban Renewal.

The public infrastructure costs for Meyer Loop, Boekel Connector and Frontage Improvements (including water, sewer and drainage, etc.) total \$3,601,952 as shown in Table 6 above, and Appendix C. Additional urban renewal agency admin costs at 20% of annual increment per year, would total \$1,227,715 over 20 years. The Cumulative Revenue at the end of year 20 would provide excess revenue of \$1,208,903 through the 20-year district term.

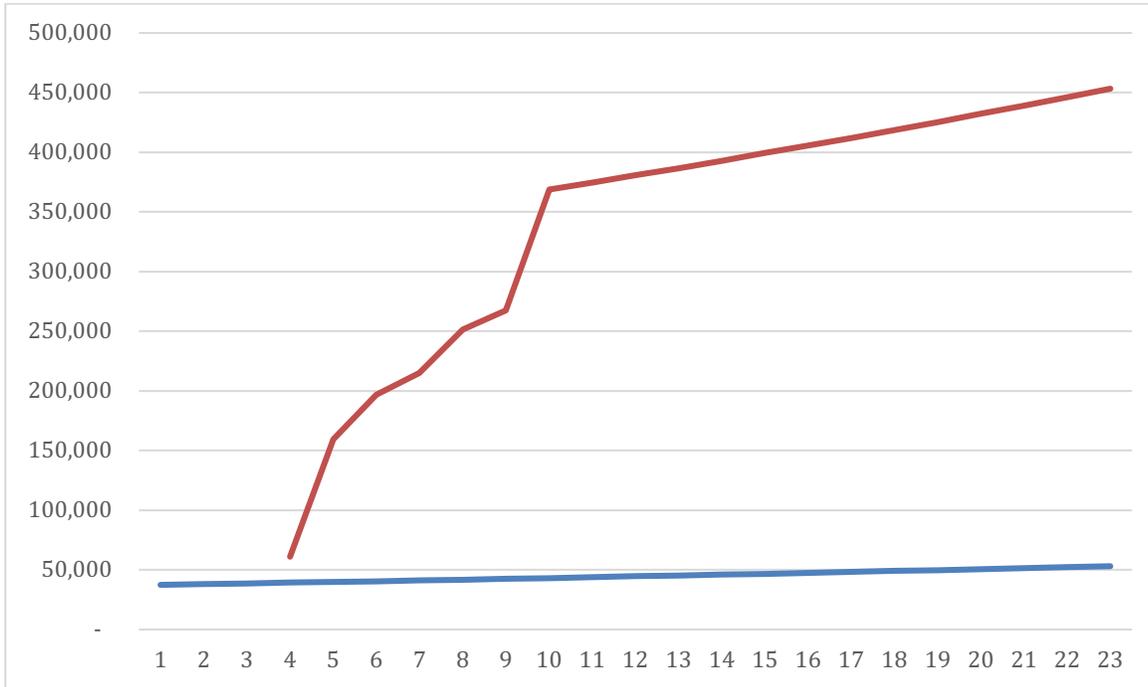
The projected tax revenue assumes an annual inflation growth factor of 1.6%. The portions of this tax increment accruing to the developer for reimbursement of his funding of public infrastructure costs will be as outlined in a standard Owner Participation Agreement to be executed between the developer and the urban renewal agency.

TAXING DISTRICT IMPACTS

During the duration of the Project Area, revenue allocation funds from new taxable development will flow to the Agency to be used to fund improvements consistent with the plan. This economic feasibility study assumes the Agency would enter into a reimbursement agreement with developers to reimburse developers for the cost of certain public infrastructure improvements. Generally, with some exceptions as set forth in Idaho Code § 50-2908, only the taxes levied on the base assessed value established when the Project Area is formed will continue to flow to the overlapping taxing districts. The impact on the overlapping taxing districts is the inability to increase budget capacity from new construction in the Project Area in the short-term. When the Project Area terminates the increment value will be added to the new construction roll, and will be returned to the tax rolls. The full taxable value is then available for use in the budget-levy setting process. The annual tax revenue generated by the development is anticipated to exceed \$360,000 per year (at 2037). That compares very favorably with the \$37,415 per year without the Project.

TABLE 8

TOTAL ANTICIPATED REVENUE ALLOCATION FUNDS THROUGH 2041



Series 1: Taxing District Levy Amounts - No annual increase in annual levy rate

Series 2: Urban Renewal New Tax Increment

CONCLUSIONS AND RECOMMENDATIONS

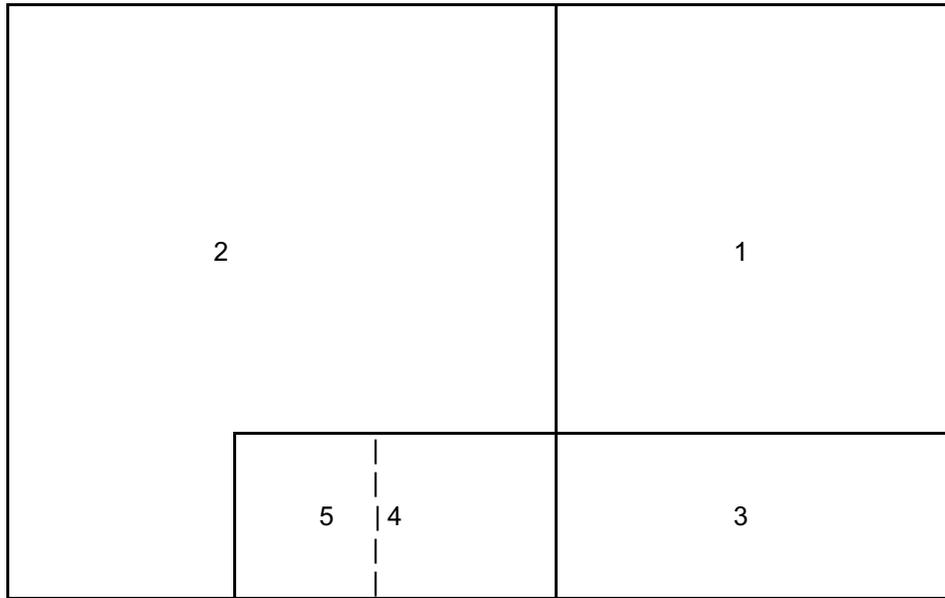
The use of revenue allocation financing for the Project is feasible. With proponent/developer investment in public infrastructure in the Project Area, the opportunity for private investment is made available in an area that would not otherwise be financially attractive. The proponent investment of \$3,601,952 in public accessible roads and infrastructure is reimburseable through tax revenue generated by private investment totaling approximately \$38,916,611. This is shown on an annual basis as Preliminary Cost Estimate – Project Building/Site Development in Appendix D.

EXHIBIT A

Silverado Site Parcels

Kootenai County Parcel Map

Parcel	Identification No.	Owner	AIN	Acres	Total Value
1	R00000319000	B Head	189032	15.000	456,197
2	R32500010030	Silverado Properties LLC	254394	17.220	164,366
3	R00000319900	B Head	199065	5.000	752,933
4	R32500010010	Johnson	254392	0.846	600,128
<u>5</u>	<u>R32500010020</u>	<u>T-Squared</u>	<u>254393</u>	<u>1.692</u>	<u>817,588</u>
				<u>39.758</u>	<u>2,791,212</u>



Appendix A - Anticipated Development
Silverado Tax Increment Financing Projection

Building / Site Development Cost Estimates

Year Built	Phase	1 2020	2 2021	3 2022	4 2023	5 2024	6 2025	7 2026	8 2027	9 2028	10 2029	11 2030	12 2031	13 2032	14 2033	15 2034	16 2035	17 2036	18 2037	19 2038	20 2039	21 2040	22 2041
Reimbursable Infrastructure Costs	1, 3 & 6	1,037,292		1,716,502			848,164																
R-3 Multi-Family Residential	1 & 2	6,146,896	9,833,444																				
Gym / Retail / Offices	3			2,251,355																			
Gas Station / C-Store	3			1,254,460																			
Restaurant	4					1,520,484																	
Professional Offices	5						1,471,528																
Medical Offices	5						1,815,295																
Light Industrial	6							1,228,294															
Light Industrial	6								4,282,559														
Light Industrial	7									4,282,559													
Total URD Base Investment		6,146,896	9,833,444	3,505,815	1,520,484	3,286,823	1,228,294		4,282,559														
Taxable New Construction				6,146,896	9,833,444	3,505,815	1,520,484	3,286,823	1,228,294	4,282,559													
Cumulative Taxable New Construction (Increase 1.6%)		6,146,896	16,078,690	19,941,764	21,679,717	25,313,415	26,946,724	31,660,430	32,166,907	32,681,669	33,204,576	33,735,849	34,275,623	34,824,033	35,381,217	35,947,317	36,522,474	37,106,833	37,700,543	38,303,751	38,916,611		
URD Tax Levy Rate		0.009924765	0.009924765	0.009924765	0.009924765	0.009924765	0.009924765	0.009924765	0.009924765	0.009924765	0.009924765	0.009924765	0.009924765	0.009924765	0.009924765	0.009924765	0.009924765	0.009924765	0.009924765	0.009924765	0.009924765	0.009924765	0.009924765
Annual Silverado Tax Increment				61,006	159,577	196,925	215,166	251,230	267,440	314,222	319,250	324,356	329,548	334,820	340,177	345,620	351,150	356,769	362,477	368,277	374,169	380,156	386,238
Cumulative Silverado Tax Increment				61,006	220,584	417,509	632,675	883,904	1,151,344	1,465,567	1,784,816	2,109,174	2,438,722	2,773,542	3,113,720	3,459,340	3,810,490	4,167,259	4,528,736	4,898,013	5,272,182	5,652,337	6,038,576
Administrative Costs		10,000	10,000	12,201	31,915	39,385	43,033	50,246	53,488	62,844	63,850	64,872	65,910	66,964	68,035	69,124	70,230	71,354	72,495	73,655	74,834	76,031	77,248
Annual Net Tax Increment				28,805	127,662	157,540	172,133	200,984	213,952	251,378	255,400	259,486	263,638	267,856	272,142	276,496	280,920	285,415	289,982	294,621	299,335	304,125	308,991
Cumulative Net Tax Increment				28,805	156,467	314,007	486,140	687,123	901,075	1,152,453	1,407,853	1,667,339	1,930,978	2,198,834	2,470,976	2,747,472	3,028,392	3,313,807	3,603,789	3,898,410	4,197,745	4,501,870	4,810,861
Annual New Infrastructure Costs		1,037,292	-	1,716,502	-	-	848,164	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Cumulative Infrastructure Costs		1,037,292	1,037,292	2,753,794	2,753,794	2,753,794	3,601,958	3,601,958	3,601,958	3,601,958	3,601,958	3,601,958	3,601,958	3,601,958	3,601,958	3,601,958	3,601,958	3,601,958	3,601,958	3,601,958	3,601,958	3,601,958	3,601,958
Remaining Infrastructure Costs		1,037,292	1,037,292	2,724,989	2,597,327	2,439,787	3,115,818	2,914,835	2,700,883	2,449,505	2,194,105	1,934,619	1,670,980	1,403,124	1,130,982	854,486	573,566	288,151	(1,831)	(296,452)	(595,787)	(899,912)	(1,208,903)

(1) Prior to district receiving tax increment in year 3, proponents pay admin fee to UR Agency and that is reimbursed in year 3 prior to being allocated to infrastructure costs.

Appendix B
Tax Increment Receipts on Base Values

Taxing District Levy Amounts			2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	
Taxing District	Levy Rate	% of Total	Tax Amount																							
Kootenai County	0.002488493	0.1856461998	6,946	7,057	7,170	7,285	7,401	7,520	7,640	7,762	7,886	8,013	8,141	8,271	8,403	8,538	8,674	8,813	8,954	9,098	9,243	9,391	9,541	9,694	9,849	
City of Rathdrum	0.004488580	0.3348564049	12,529	12,729	12,933	13,140	13,350	13,563	13,780	14,001	14,225	14,453	14,684	14,919	15,157	15,400	15,646	15,897	16,151	16,409	16,672	16,939	17,210	17,485	17,765	
Lakes Highway #2 - Rath	0.000557072	0.0415586059	1,555	1,580	1,605	1,631	1,657	1,683	1,710	1,738	1,765	1,794	1,822	1,852	1,881	1,911	1,942	1,973	2,004	2,037	2,069	2,102	2,136	2,170	2,205	
School District #272	0.003478112	0.2594736153	9,708	9,883	10,021	10,162	10,305	10,510	10,678	10,849	11,023	11,199	11,378	11,560	11,745	11,933	12,124	12,318	12,515	12,715	12,919	13,126	13,336	13,549	13,766	
Northern Lakes Fire	0.001132884	0.0845152506	3,162	3,213	3,264	3,316	3,369	3,423	3,478	3,534	3,590	3,648	3,706	3,765	3,826	3,887	3,949	4,012	4,076	4,142	4,208	4,275	4,344	4,413	4,484	
Community Library	0.000323908	0.0241641384	904	919	933	948	963	979	994	1,010	1,027	1,043	1,060	1,077	1,094	1,111	1,129	1,147	1,166	1,184	1,203	1,222	1,242	1,262	1,282	
North Idaho College	0.000797070	0.0594032024	2,225	2,260	2,297	2,333	2,371	2,409	2,447	2,486	2,526	2,566	2,608	2,649	2,692	2,735	2,778	2,823	2,868	2,914	2,961	3,008	3,056	3,105	3,155	
Kootenai - EMS	0.000138373	0.0103228828	386	392	399	405	412	418	425	432	439	446	453	460	467	475	482	490	498	506	514	522	531	539	548	
Total	0.013404492	100.00%	2,912,212	2,835,871	2,881,245	2,927,345	2,974,183	3,021,770	3,070,118	3,119,240	3,169,148	3,219,854	3,271,372	3,323,714	3,376,893	3,430,923	3,485,818	3,541,591	3,598,257	3,655,829	3,714,322	3,773,751	3,834,131	3,895,477	3,957,805	4,021,130
Series 1: Taxing District Levy Amounts - No annual increase in annual levy rate				37,415	38,013	38,622	39,240	39,867	40,505	41,153	41,812	42,481	43,161	43,851	44,553	45,266	45,990	46,726	47,473	48,233	49,005	49,789	50,585	51,395	52,217	53,052
Series 2: Urban Renewal New Tax Increment							61,006	159,577	196,925	215,166	251,230	267,440	368,750	374,650	380,644	386,735	392,922	399,209	405,597	412,086	418,679	425,378	432,184	439,099	446,125	453,263
Combined Tax Increment Beginning 2035																		460,319	467,684	475,167	482,769	490,494	498,342	506,315		

Because history has shown levy rates increase or decrease different years, no annual change was included in the levy rate for this feasibility study.
An annual increase of 1.6% in real property assessed values was included in the financial projections.

Appendix C

Preliminary Cost Estimate
Silverado Urban Renewal District - Infrastructure

Date: 9/30/2019

By: Eric Olson - Olson Engineering

Item	Description	Quantity	Unit	Unit Price	Total Price
General Items					
1	Erosion Control	1	LS	\$ 10,000.00	\$ 10,000.00
2	Traffic Control	1	LS	\$ 25,000.00	\$ 25,000.00
3	Electrical/Illumination	1	LS	\$ 300,000.00	\$ 300,000.00
4	Landscaping/Irrigation	1	LS	\$ 150,000.00	\$ 150,000.00
5	Dry Utility Trench	3000	LF	\$ 7.00	\$ 21,000.00
General Items Subtotal					\$ 506,000.00
Roadway Construction/Drainage - Interior Roads					
	MEYER BACKAGE ROAD (MEYER TO THAYER CONN.)	1154	LF		
	THAYER CONNECTOR ROAD (BOEKEL TO MEYER)	1576	LF		
	TOTAL ROAD CONSTRUCTION	2730	LF		
5	Clearing & Grubbing (18" Topsoil, Bermed on Site)	9100	CY	\$ 5.00	\$ 45,500.00
6	Roadway Excavation	3740	CY	\$ 8.00	\$ 29,920.00
7	16" Crushed Ballast/Base	10100	TN	\$ 20.00	\$ 202,000.00
8	3" Asphalt	1690	TN	\$ 80.00	\$ 135,200.00
9	Concrete Curb & Gutter incl Base	5460	LF	\$ 21.00	\$ 114,660.00
10	Drainage Curb Cuts	50	EA	\$ 150.00	\$ 7,500.00
11	Concrete Sidewalk incl. Base	27300	SF	\$ 5.00	\$ 136,500.00
12	Pedestrian Ramps	10	EA	\$ 1,200.00	\$ 12,000.00
13	Detention Ponds/Swales	16380	SF	\$ 2.00	\$ 32,760.00
14	Double-Depth Drywells	10	EA	\$ 3,200.00	\$ 32,000.00
15	Hydroseeding	81900	SF	\$ 0.10	\$ 8,190.00
16	Striping/Signage	1	LS	\$ 5,000.00	\$ 5,000.00
Roadway Construction/Drainage Subtotal					\$ 761,230.00
Frontage Improvements - Meyer Road					
	FRONTAGE LENGTH	1326	LF		
	1/2 WIDTH FULL REBUILD				
17	Utility Relocation	1	LS	\$ 250,000.00	\$ 250,000.00
18	Dry Utility Trench	1500	LF	\$ 7.00	\$ 10,500.00
19	Demo Existing Asphalt Road & Path	3540	SY	\$ 1.25	\$ 4,425.00
20	Roadway Excavation	4200	CY	\$ 8.00	\$ 33,600.00
21	18" Crushed Ballast/Base	5700	TN	\$ 20.00	\$ 114,000.00
22	6" Asphalt	1740	TN	\$ 80.00	\$ 139,200.00
23	Concrete Curb & Gutter incl Base	1326	LF	\$ 21.00	\$ 27,846.00
24	Drainage Curb Cuts	14	EA	\$ 150.00	\$ 2,100.00
25	8' Asphalt Path incl. Base	1180	SY	\$ 16.00	\$ 18,880.00
26	Pedestrian Ramps	2	EA	\$ 1,200.00	\$ 2,400.00
27	Detention Ponds/Swales	6630	SF	\$ 2.00	\$ 13,260.00
28	Double-Depth Drywells	5	EA	\$ 3,200.00	\$ 16,000.00

Item	Description	Quantity	Unit	Unit Price	Total Price
29	Hydroseeding	13260	SF	\$ 0.10	\$ 1,326.00
30	Striping/Signage	1	LS	\$ 5,000.00	\$ 5,000.00
Frontage Improvements - Meyer Road Subtotal					\$ 638,537.00
Frontage Improvements - Boekel Road					
	FRONTAGE LENGTH	1321	LF		
	1/2 WIDTH FULL REBUILD				
	ASSUMES EXISTING OH POWER CAN REMAIN				
31	Demo Existing Asphalt Road	2500	SY	\$ 1.25	\$ 3,125.00
32	Roadway Excavation	2600	CY	\$ 8.00	\$ 20,800.00
33	18" Crushed Ballast/Base	3300	TN	\$ 20.00	\$ 66,000.00
34	3" Asphalt	870	TN	\$ 80.00	\$ 69,600.00
35	Concrete Curb & Gutter incl Base	1321	LF	\$ 21.00	\$ 27,741.00
36	Drainage Curb Cuts	14	EA	\$ 150.00	\$ 2,100.00
37	10' Asphalt Path incl. Base	1470	SY	\$ 16.00	\$ 23,520.00
38	Pedestrian Ramps	2	EA	\$ 1,200.00	\$ 2,400.00
39	Detention Ponds/Swales	6605	SF	\$ 2.00	\$ 13,210.00
40	Double-Depth Drywells	5	EA	\$ 3,200.00	\$ 16,000.00
41	Hydroseeding	13210	SF	\$ 0.10	\$ 1,321.00
42	Striping/Signage	1	LS	\$ 5,000.00	\$ 5,000.00
Frontage Improvements - Meyer Road Subtotal					\$ 250,817.00
Water System					
43	8" Water Main Incl. Fittings	4821	LF	\$ 50.00	\$ 241,050.00
44	2" Commercial Service	10	EA	\$ 3,000.00	\$ 30,000.00
45	1" Irrigation Service	7	EA	\$ 2,000.00	\$ 14,000.00
46	Fire Hydrant Assembly	5	EA	\$ 5,300.00	\$ 26,500.00
47	Meyer Rd Interconnect	1	LS	\$ 10,000.00	\$ 10,000.00
48	Boekel Rd Interconnect	1	LS	\$ 10,000.00	\$ 10,000.00
Water System Subtotal					\$ 331,550.00
Sanitary Sewer System					
47	8" Sewer Main	1402	LF	\$ 45.00	\$ 63,090.00
48	Sewer Manholes	5	EA	\$ 3,200.00	\$ 16,000.00
49	Sewer Services	7	EA	\$ 800.00	\$ 5,600.00
Water System Subtotal					\$ 84,690.00

Construction Subtotal	\$ 2,572,824.00
10% Construction Administration	\$ 257,282.40
10% Engineering & Testing	\$ 257,282.40
20% Mobilization & Contingency	\$ 514,564.80
Total Project Costs	\$ 3,601,953.60

Notes:

1. Interior roads based upon Typical Street Section 3/4/12 36' F-F Curb & Gutter w/ 5' Sidewalks. 60' ROW 15' UEs.

Appendix D

**Preliminary Cost Estimate
Silverado Urban Renewal District - Building/Site Development**

LOT#	1	2	3	4	5	6	7	8 Phase 1	8 Phase 2
LOT SIZE (AC)	1.67	1.01	1.00	1.02	3.93	1.66	1.62	4.73	2.84
LOT SIZE (SF)	72,745	43,996	43,560	44,431	171,191	72,310	70,567	206,039	123,710
LAND USE	GYM/RET/OFF	MED OFF	PRO OFF	RESTAURANT	LIGHT IND	LIGHT IND	GAS/COFFEE	APARTMENTS	APARTMENTS
VEHICLE TRIPS/DAY	1,500	360	110	1,200	200	84	3,000	432	756
BUILDING SIZE (SF)	15,000	10,000	10,000	6,000	28,531	12,000	7,000	49,000	84,000
PAVING (SF)	43,300	25,500	25,200	28,800	97,000	45,200	47,700	67,000	48,000
BUILDING COST/SF	\$ 120	\$ 150	\$ 120	\$ 200	\$ 100	\$ 80	\$ 120	\$ 100	\$ 100
STRIPPING/GRADING	\$ 30,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 80,000	\$ 30,000	\$ 30,000	\$ 80,000	\$ 40,000
UTILITY SERVICES	\$ 15,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 100,000	\$ 10,000	\$ 15,000	\$ 150,000	\$ 30,000
DRAINAGE	\$ 15,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 30,000	\$ 10,000	\$ 15,000	\$ 30,000	\$ 15,000
PAVING	\$ 108,250	\$ 63,750	\$ 63,000	\$ 72,000	\$ 242,500	\$ 113,000	\$ 119,250	\$ 167,500	\$ 120,000
LANDSCAPE	\$ 25,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 50,000	\$ 20,000	\$ 25,000	\$ 25,000	\$ 25,000
TRAFFIC IMPACT FEE	\$ 48,105	\$ 11,545	\$ 3,528	\$ 38,484	\$ 26,880	\$ 2,694	\$ 96,210	\$ 58,061	\$ 101,606
PARK IMPACT FEE	\$ -	\$ -	\$ -	\$ -	\$ 98,893	\$ -	\$ -	\$ 59,336	\$ 103,837
HOOKUP/CAP FEES	\$ 30,000	\$ 30,000	\$ 25,000	\$ 30,000	\$ 630,000	\$ 25,000	\$ 30,000	\$ 383,000	\$ 662,000
BUILDING COSTS	\$ 1,800,000	\$ 1,500,000	\$ 1,200,000	\$ 1,200,000	\$ 2,853,100	\$ 960,000	\$ 840,000	\$ 4,900,000	\$ 8,400,000
PERMIT FEES	\$ 36,000	\$ 30,000	\$ 24,000	\$ 24,000	\$ 57,062	\$ 19,200	\$ 16,800	\$ 98,000	\$ 168,000
DESIGN FEES	\$ 144,000	\$ 120,000	\$ 96,000	\$ 96,000	\$ 114,124	\$ 38,400	\$ 67,200	\$ 196,000	\$ 168,000
	\$ 2,251,355	\$ 1,815,295	\$ 1,471,528	\$ 1,520,484	\$ 4,282,559	\$ 1,228,294	\$ 1,254,460	\$ 6,146,896	\$ 9,833,444

Attachment 6

Agricultural Operation Consent(s)

4828-5231-2239, v. 3

AGRICULTURAL OPERATION CONSENT FORM

COMES NOW Silverado Properties LLC, as owner of that certain property generally described as Parcel Identification number R32500010030 and Alternate Identification Number (AIN) 254394, and more particularly described on Exhibit A attached hereto and incorporated herein by reference ("Parcel #2"), and hereby certifies:

1. That Parcel #2 has been used, within the last three (3) years, as an agricultural operation; and
2. That the undersigned has reviewed the materials provided in Exhibit B, and has had an opportunity to review the Silverado District Urban Renewal Eligibility Report, prepared by JFoster & Associates, LLC, and as attached hereto as Exhibit C.

Further, Silverado Properties LLC hereby provide their consent and approval that the subject Parcel #2 may be included within a proposed urban renewal area, and may be deemed appropriate for inclusion within an urban renewal project area as defined by the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended, and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended, as the Parcel possesses certain characteristics of eligibility.

DATED this 27 day of July, 2020.

Silverado Properties LLC, By:



Bobby G Head



Tracy L Head

IDAHO NOTARY ACKNOWLEDGEMENT
(INDIVIDUAL)

State of Idaho
County of Kootenai

On this 27 day of July, 2020, before me, Katy Battista, a notary public for the State of _____, personally appeared Tracy Head, known or identified to me (or proved to me on the oath of _____) to be the person named in the foregoing instrument, and acknowledged to me that he/she executed the same as his/her free act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in the certificate first above written.

[Signature]

Signature of Notary Public

Katy Battista

Printed Name of Notary Public

Commission Expiration Date: Aug 20 24

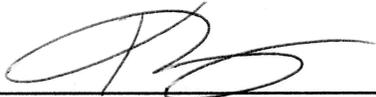


**IDAHO NOTARY ACKNOWLEDGEMENT
(INDIVIDUAL)**

State of Idaho
County of Kootenai

On this 27 day of July, 2020, before me, Katy Battista, a notary public for the State of Idaho, personally appeared Bobby Head, known or identified to me (or proved to me on the oath of _____) to be the person named in the foregoing instrument, and acknowledged to me that he/she executed the same as his/her free act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in the certificate first above written.

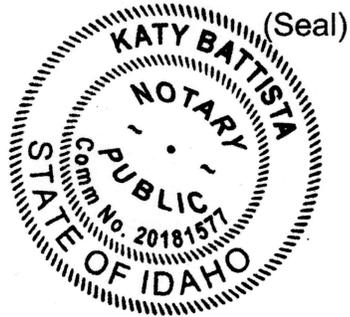


Signature of Notary Public

Katy Battista

Printed Name of Notary Public

Commission Expiration Date: Aug. 23, 2024
cb



ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF RATHDRUM, IDAHO, APPROVING THE URBAN RENEWAL PLAN FOR THE SILVERADO URBAN RENEWAL PROJECT, WHICH PLAN INCLUDES REVENUE ALLOCATION FINANCING PROVISIONS; AUTHORIZING THE CITY CLERK TO TRANSMIT A COPY OF THIS ORDINANCE AND OTHER REQUIRED INFORMATION TO COUNTY AND STATE OFFICIALS AND OTHER TAXING ENTITIES; PROVIDING SEVERABILITY, CODIFICATION, PUBLICATION BY SUMMARY, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on the 14th day of February, 1995, the City Council (the “City Council”) and Mayor of the city of Rathdrum (the “City”), adopted Resolution No. 73, finding that deteriorating areas exist in the City, therefore, for the purposes of the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended (the “Law”), created an urban renewal agency pursuant to the Law, authorizing the Agency to transact business and exercise the powers granted by the Law and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended (the “Act”) upon making the findings of necessity required for creating the Rathdrum Urban Renewal Agency (the “Agency”);

WHEREAS, the Mayor has duly appointed the Board of Commissioners of the Agency, which appointment was confirmed by the City Council;

WHEREAS, the City Council, after notice duly published, conducted a public hearing on the Urban Renewal Plan for the West Rathdrum Urban Renewal Project (the “West Rathdrum Plan”);

WHEREAS, following the public hearing, the City Council adopted its Ordinance No. 583 on November 13, 2019, approving the West Rathdrum Plan and making certain findings;

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

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

WHEREAS, Idaho Code Section 50-2906, also requires that in order to adopt an urban renewal plan containing a revenue allocation financing provision, the local governing body must

make a finding or determination that the area included in such plan is a deteriorated area or deteriorating area;

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

WHEREAS, in October 2017, the Agency authorized JFoster & Associates LLC to commence an eligibility study and preparation of an eligibility report of an area located north and south of Boekel Road, west of Meyer Road, north of Nagel Road, and east of State Highway 41, also referred to as the Thayer Area (the “Study Area”);

WHEREAS, the Agency obtained the Thayer Eligibility Study, dated November 2017 (the “Report”), which examined the Study Area for the purpose of determining whether such area was a deteriorating area and/or a deteriorated area as defined by Idaho Code §§ 50-2018(8), (9) and 50-2903(8);

WHEREAS, pursuant to Idaho Code Sections 50-2018(8), (9) and 50-2903(8), in which the terms “deteriorating area” and “deteriorated area” are defined, many of the conditions necessary to be present in such an area to be deemed eligible are found in the Study Area, *i.e.*;

- a. age or obsolescence;
- b. predominance of defective or inadequate street layout;
- c. outmoded street patterns;
- d. need for correlation of area with other areas of a municipality by streets and modern traffic patterns;
- e. faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
- f. unsanitary or unsafe conditions;
- g. economic disuse or undeveloped property; and
- h. other conditions which delay development of the area.

WHEREAS, the Study Area has a substantial portion of open land or open area;

WHEREAS, under the Act, a deteriorated area includes any area which is predominantly open and which, because of obsolete platting, diversity of ownership, deterioration of structures or improvements, or otherwise, results in economic underdevelopment of the area, or substantially impairs or arrests the sound growth of a municipality. *See*, Idaho Code § 50-2903(8)(c);

WHEREAS, Idaho Code §§ 50-2018(9), 50-2903(8) and 50-2008(d) list the additional conditions applicable to open land areas, including open land areas to be acquired by the Agency, which are the same or similar to the conditions set forth in the definitions of “deteriorating area” and “deteriorated area;”

WHEREAS, such additional conditions regarding open land areas are present and are found in the Study Area;

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

WHEREAS, the Agency Board, on November 1, 2017, adopted Resolution No. 2017-002, accepting the Report and authorized the Agency Chair and Administrator to transmit the Resolution and Report to the City Council requesting its consideration for designation of an urban renewal area and requesting the City Council to direct the Agency to prepare an urban renewal plan for the Study Area, which plan may include a revenue allocation area as allowed by the Act;

WHEREAS, the City Council, by Resolution No. 2017-289, dated January 10, 2018, declared the Study Area described in the Report to be a deteriorated area and/or a deteriorating area as defined by Chapters 20 and 29, Title 50, Idaho Code, as amended, that such area is appropriate for an urban renewal project and directed the Agency to commence preparation of an urban renewal plan;

WHEREAS, the City Council further directed that the project area boundary under the urban renewal plan shall be geographically smaller than the Study Area in the Report;

WHEREAS, in order to implement the provisions of the Act and the Law, either the Agency may prepare a plan or any person, public or private, may submit such plan to the Agency;

WHEREAS, the Agency has embarked on an urban renewal project referred to as the Urban Renewal Plan for the Silverado Urban Renewal Project (the “Silverado Plan”) to redevelop a portion of the City, pursuant to the Law and the Act, as amended, which area is geographically smaller than the Study Area;

WHEREAS, the Silverado Plan proposes to create an urban renewal area commonly known as the Silverado Project Area (or “Project Area”), which area is approximately 42 acres and is generally bounded by Boekel Road on the south and Meyer Road on the east, and is shown on the Project Area and Revenue Allocation Boundary Map, and is described in the Description of the Project Area and Revenue Allocation Area, which are attached to the Silverado Plan as Attachments 1 and 2 respectively.

WHEREAS, the Act authorizes urban renewal agencies to adopt revenue allocation financing provisions as part of their urban renewal plans;

WHEREAS, the Silverado Plan contains revenue allocation financing provisions as allowed by the Act;

WHEREAS, the Agency Board considered all comment and information submitted to the Agency during several earlier Board meetings throughout 2018, 2019, and 2020, including an open house for the community to review the proposed projects, and the Board meeting held on August 27, 2020;

WHEREAS, on August 27, 2020, the Agency Board passed Resolution No. 2020-003 proposing and recommending the approval of the Silverado Plan;

WHEREAS, the Agency submitted the Silverado Plan to the Mayor and City Council;

WHEREAS, the Mayor and City Clerk have taken the necessary action to process the Silverado Plan consistent with the requirements set forth in Idaho Code §§ 50-2906 and 50-2008;

WHEREAS, following Agency consideration of the Silverado Plan, it was learned a portion of the boundary of the proposed Project Area was lying within unincorporated Kootenai County, specifically a segment of Meyer Road lying in the SE-SE of Section 31, and the SW-SW of Section 32, T 52 N, R 4 W, B.M.;

WHEREAS, the Silverado Plan includes the use of revenue allocation funds, in part, to improve Meyer Road, as well as the intersection between Meyer Road and Boekel Road;

WHEREAS, the Project Area boundary map and legal description were widely distributed and discussed with Kootenai County staff, including the County Assessor, the State Tax Commission and City staff in August 2020;

WHEREAS, on September 3, 2020, the Chief Deputy County Assessor notified the Agency of the inclusion of the portion of Meyer Road lying within unincorporated Kootenai County within the Project Area;

WHEREAS, there was a discrepancy between the Idaho State Tax Commission GIS (“ISTC”) records and Kootenai County GIS records (the “County GIS”). An audit was conducted, and the ISTC and County GIS records were corrected in late August/early September 2020, to reflect that portion of the Meyer Road right-of-way within the Project Area is in unincorporated Kootenai County;

WHEREAS, the portion of Meyer Road lying within unincorporated Kootenai County and within the Project Area does not have any taxable value and does not generate any revenue allocation proceeds to the Agency;

WHEREAS, the City and Kootenai County have negotiated a proposed administrative fix allowing the segment of Meyer Road to be included within the boundaries of the Project Area;

WHEREAS, pursuant to the Law, at a meeting held on September 16, 2020, the City of Rathdrum Planning and Zoning Commission considered the Silverado Plan and found that the Silverado Plan is in all respects in conformity with the City’s 2014 Comprehensive Plan, as amended (“Comprehensive Plan”) and forwarded its findings to the Council, a copy of which is attached hereto as Exhibit 1;

WHEREAS, notice of the public hearing of the Silverado Plan was caused to be published by the City Clerk of Rathdrum, Idaho, in its official newspaper the *Coeur d’Alene Press*, on September 11 and 25, 2020, a copy of said notice being attached hereto as Exhibit 2;

WHEREAS, as of September 11, 2020, the Silverado Plan was submitted to the affected taxing entities, available to the public, and under consideration by the City Council;

WHEREAS, the City Council, during its regular meeting of October 14, 2020, held the public hearing as noticed;

WHEREAS, as required by Idaho Code §§ 50-2905 and 50-2906, the Silverado Plan contains the following information with specificity which was made available to the general public and all taxing districts prior to the public hearing on October 14, 2020, the regular meeting of the Council, at least thirty (30) days but no more than sixty (60) days prior to the date set for final reading of the ordinance: (1) a statement describing the total assessed valuation of the base assessment roll of the revenue allocation area and the total assessed valuation of all taxable property within the municipality; (2) 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, notes and/or other obligations are repaid, upon all taxing districts levying taxes upon property in 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;

WHEREAS, the Silverado Plan authorizes certain projects to be financed by proceeds from revenue allocation;

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

WHEREAS, it is necessary and in the best interest of the citizens of the City, to adopt the Silverado Plan and to adopt, as part of the Silverado Plan, revenue allocation financing provisions that will help finance urban renewal projects to be completed in accordance with the Silverado Plan, in order to: encourage private development in the urban renewal area; prevent and arrest decay of the City due to the inability of existing financing methods to provide needed public improvements; encourage taxing districts to cooperate in the allocation of future tax revenues arising in the Project Area in order to facilitate the long-term growth of their common tax base; to encourage private investment within the City; and to further the public purposes of the Agency;

WHEREAS, the City Council finds that the equalized assessed valuation of the taxable property in the Project Area is likely to increase, and continue to increase, as a result of initiation and continuation of urban renewal projects in accordance with the Silverado Plan;

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

WHEREAS, if the urban renewal area consists of an area of open land to be acquired by the urban renewal agency, such area shall not be so acquired unless (1) if it is to be developed for residential uses, the local governing body shall determine that a shortage of housing of sound standards and design which is decent, safe, and sanitary exists in the municipality; that the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas; that the conditions of blight in the area and the shortage of decent, safe, and sanitary housing cause or contribute to an increase in and spread of disease and crime and constitute a menace to the public health, safety, morals, or welfare; and that the acquisition of the area for residential uses is an integral part of and essential to the program of the municipality; or (2) if it is to be developed for nonresidential uses, the local governing body shall determine that such nonresidential uses are necessary and appropriate to facilitate the proper growth and development of the community in accordance with sound planning standards and local community objectives, which acquisition may require the exercise of governmental action, as provided in the Law, because of defective or unusual conditions of title, diversity of ownership tax delinquency, improper subdivisions, outmoded street patterns, deterioration of site, economic disuse, unsuitable topography or faulty lot layouts, the need for the correlation of the area with other areas of a municipality by streets and modern traffic requirements, or any combination of such factors or other conditions which retard development of the area;

WHEREAS, under the Law and the Act (specifically §§ 50-2018(9) and 50-2903(8)(f)), a deteriorating area may not include an agricultural operation, as defined in Idaho Code § 22-4502(2), absent the consent of the owner of the agricultural operation except for an agricultural operation that has not been used for three (3) consecutive years;

WHEREAS, the Agency obtained written consents concerning certain properties within the Project Area, which may have been deemed an agricultural operation, as stated above. A true and correct copy of the agricultural operation consents are included as Attachment 6 to the Silverado Plan;

WHEREAS, the collective base assessment rolls of the West Rathdrum Project Area, together with the base assessment roll value of the Silverado Project Area cannot exceed ten percent (10%) of the current assessed values of all the taxable property in the City;

WHEREAS, the City Council at its regular meeting held on October 14, 2020, considered the Silverado Plan, as proposed, and made certain comprehensive findings.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF RATHDRUM:

SECTION 1: It is hereby found and determined that:

- (a) The Project Area, as defined in the Silverado Plan, is a deteriorated area or a deteriorating area, as defined in the Law and the Act, and qualifies as an eligible urban renewal area under the Law and Act.
- (b) The rehabilitation, conservation, development and redevelopment of the urban renewal area pursuant to the Silverado Plan are necessary in the interests of public health, safety, and welfare of the residents of the City.
- (c) There continues to be a need for the Agency to function in the City.
- (d) The Silverado Plan conforms to the Comprehensive Plan.
- (e) The Silverado Plan gives due consideration to the provision of adequate park and recreation areas and facilities that may be desirable for neighborhood improvement (recognizing the industrial and commercial components of the Silverado Plan and the need for overall public improvements), and shows consideration for the health, safety, and welfare of any residents or businesses in the general vicinity of the urban renewal area covered by the Silverado Plan.
- (f) The Silverado Plan affords maximum opportunity consistent with the sound needs of the City, as a whole, for the rehabilitation and redevelopment of the urban renewal area by private enterprises.
- (g) Pursuant to Idaho Code §§ 50-2007(h) and 50-2008(d)(1), the Silverado Plan provides a feasible method for relocation obligations of any displaced families residing within the Project Area and there is not anticipated to be any activity by the Agency that would result in relocation.
- (h) The collective base assessment rolls for the revenue allocation area under the West Rathdrum Project Area and the Project Area do not exceed ten percent (10%) of the assessed values of all the taxable property in the City.
- (i) The Silverado Plan includes the requirements set out in Idaho Code § 50-2905 with specificity.
- (j) The Silverado Plan is sufficiently complete to indicate such land acquisition, demolition and removal of structures, redevelopment, improvements, and rehabilitation as may be proposed to be carried out in the urban renewal area, zoning and planning changes, if any, land uses, maximum densities, building requirements, and any method or methods of financing such plan, which methods may include revenue allocation financing provisions.

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

SECTION 2: The City Council finds that the Project Area has a substantial portion of open land, that the Agency may acquire any open land within the Project Area, but does not intend to do so on any widespread basis, and that the Project Area is planned to be developed and/or redeveloped in a manner that will include both residential and nonresidential uses. The City Council finds that for the portions of the Project Area deemed to be “open land,” the criteria set forth in the Law and Act have been met.

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

SECTION 4: The Silverado Plan, a copy of which is attached hereto and marked as Exhibit 3 and made a part hereof by attachment, be, and the same hereby is, approved. As directed by the City Council, the City Clerk and/or the Agency may make certain technical corrections or revisions in keeping with the information and testimony presented at the October 14, 2020, hearing and incorporate changes or modifications, if any.

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

SECTION 6: Upon the effective date of this Ordinance, the City Clerk is authorized and

directed to transmit to the County Auditor and Tax Assessor of Kootenai County and to the appropriate officials of Kootenai County Board of County Commissioners, City of Rathdrum, Lakes Highway District #2, Lakeland School District No. 272, Kootenai Ambulance, Northern Lakes Fire, North Idaho College, Community Library Network, Kootenai County Hospital and the State Tax Commission a copy of this Ordinance, a copy of the legal description of the boundaries of the Revenue Allocation Area, and a map or plat indicating the boundaries of the Project Area. The City Clerk is further authorized and directed to transmit any resolution and/or other documentation from Kootenai County addressing the segment of Meyer Road currently located within unincorporated Kootenai County.

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

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

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

SECTION 10: So long as any Agency bonds, notes or other obligations are outstanding, the City Council will not modify the Silverado Plan in a manner that would result in a reset of the base assessment value for the year immediately following the year in which the modification occurs to include the current year's equalized assessed value of the taxable property as further set forth in the Act.

SECTION 11: This Ordinance shall be in full force and effect immediately upon its passage, approval, and publication and shall be retroactive to January 1, 2020, to the extent permitted by the Act.

SECTION 12: The provisions of this Ordinance are severable, and if any provision of this Ordinance or the application of such provision to any person or circumstance is declared invalid for any reason, such declaration shall not affect the validity of remaining portions of this Ordinance.

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

SECTION 14: All ordinances, resolutions, orders or parts thereof in conflict herewith are

hereby repealed, rescinded and annulled.

SECTION 15: Savings Clause. This Ordinance does not affect an action or proceeding commenced or right accrued before this Ordinance takes effect.

PASSED by the City Council of the City of Rathdrum, Idaho, on this ____ day of October 2020.

APPROVED by the Mayor of the City of Rathdrum, Idaho, on this _____ day of October 2020.

Mayor Vic Holmes

ATTEST:

Sherri L. Halligan, City Clerk

PUBLIC WORKS DEPARTMENT
8047 W. Main Street
Rathdrum, ID 83858
P 208.687.2700
F 208.687.1377

Memo

To: Rathdrum City Council
From: Kevin Jump
CC:
Date: October 7, 2020
Re: Intersection of Boekel Road & Meyer Road

We recently received approved right-of-way plans for the referenced project. We would now like to proceed with acquiring the necessary right-of-way for the new dual-lane roundabout.

For your consideration, please find attached a professional services agreement with Negotiation Services, LLC for right-of-way services on this project. For the agreement, I'm seeking Council's permission for Mayor Holmes to sign/execute the attached document (which is currently being reviewed by our City Attorney).

Professional Services Agreement
Between NEGOTIATION SERVICES, LLC (hereinafter "CONTRACTOR") and
CITY OF RATHDRUM to conduct Appraisals and Negotiations for the
Int Meyer Rd & Boekel Rd Project
Project: A 013(864) Key No. 13864

1. Scope of Work. Contractor agrees to fulfill all requirements and procedures, as required by law, to acquire the access or property needed for the above mentioned project.
2. Additional Work. Contractor provided the scope of work with a good faith estimate of work and costs associated with this project. In the event that additional work will be needed to complete the project, Contractor will notify City Clerk, ~~Ms. Lorrann Morrell~~ and a supplemental agreement may be developed as agreed by all parties.
3. Costs. Costs are set forth below. The total for professional services will be Thirty One Thousand Seven Hundred Fifty Dollars (\$ 31,750.00)

NEGOTIATION SERVICES, LLC (Larry Rincover)

Administration		\$ 1,000.00
Appraisals (5) ITD 2288 *	\$ 2,700 ea	\$ 13,500.00
Review Appraisals (5) *	\$ 750 ea	\$ 3,750.00
Negotiations (5)	\$ 2,700 ea	<u>\$ 13,500.00</u>

TOTAL FOR SERVICES **\$ 31,750.00**

* Fees are based upon ITD 2288 format. Should a more comprehensive appraisal be required the appraisal and review appraisal fees will be adjusted.

4. Completion Time. It is expected that the appraisal and negotiation services required for this project may take up to ninety days. This time frame begins when the City, or its contractor engineers, has provided approved right-of-way plans, legal descriptions and current title commitments. The City will also be asked to provide an "authorization to proceed" (ATP) prior to offers being presented. Any delay in receiving the above information will cause delays in beginning and completing this Agreement.
5. Compliance. Contractor agrees to fully comply with all acquisition procedures imposed by Federal, State and local laws and ordinances

6. Payment. Contractor invoices shall be due within ~~20~~³⁰ days of receipt.
7. Entire Agreement. This instrument contains the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this contract shall be valid or binding. This contract may not be enlarged, modified, or altered except in writing signed by both parties and endorsed on this Agreement.
8. Governing Law and Venue. The laws of the State of Idaho shall govern all questions and interpretations concerning the validity and construction of this Agreement, the legal relations between the parties and performance under the agreement. The appropriate venue and jurisdiction for any litigation hereunder will be those courts located within the County of Kootenai, State of Idaho. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.
9. Severability. In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties unless such invalidity or non-enforceability would cause the agreement to fail its purpose. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.



Larry Rincover, Managing Partner
Negotiation Services, LLC

CITY OF RATHDRUM

Vic Holmes, Mayor
~~City of Rathdrum~~

Attested:

Date: _____

~~Lorrah Morrell~~, City Clerk

SHERI HALLIGAN

RESOLUTION NO. 2020-

CITY OF RATHDRUM RESOLUTION DECLARING PROPERTY SURPLUS AND AUTHORIZING DISPOSAL

A Resolution of the City of Rathdrum, Kootenai County, Idaho (the "City"), proclaiming the surplus of property/equipment.

BE IT RESOLVED by the mayor and city council of the City that the following property/equipment has outlived its useful life and is no longer needed by the City:

- A. Seven (7) Council Microphones
Estimated Value: \$0.00
- B. 1 Projector
Estimated Value: \$0.00
- C. 1 Projector Screen
Estimated Value: \$0.00

BE IT FURTHER RESOLVED that the City Administrator is authorized to either sell the above-described surplus property/equipment at public auction or by whatever means deemed appropriate.

Councilor made a MOTION that we approve the Resolution to Surplus. Motion seconded by Councilor

AYES:
NAYES:
ABSENT:

Upon said roll call, this Resolution was duly enacted as a Resolution of the City of Rathdrum, Kootenai County, Idaho, on the day of October 2020

APPROVED by the city council on this 14th day of October 2020

CITY OF RATHDRUM

By: _____
Vic Holmes, Mayor

Attest:

Sherri L Halligan, City Clerk



PUBLIC WORK'S STAFF REPORT

Public Works Department

October 7, 2020

This is a summary of active Rathdrum Public Works' projects:

- a. **Latah Street Bridge Replacement:** Sellman Construction has removed the existing bridge. We encountered some unsuitable (organic) soils which we removed. A significant portion of the roadway grading has been completed and the bridge abutments were constructed last week. We anticipate that the project will be substantially complete by Veteran's Day.
- b. **Mill Street Quiet Zone Re-Certification:**
The Mill Street pavement markings have been installed. I will soon submit a Quiet Zone application to the Federal Railroad Administration (FRA). Throughout this process, I've been working with the FRA so that we properly/adequately addressed items of concern.
- c. **Boekel / Meyer Intersection Improvements:** David Evans & Associates (DEA) is wrapping the engineering design for the recently re-aligned roundabout (to avoid the need to relocate Avista transmission lines). The roundabout was re-aligned to the northeast corner of the intersection. We are hoping to now move forward with the acquisition of R/W to accommodate the project. The project schedule will be dependent upon the timeliness of our R/W acquisition; but, it is more likely to be influenced by Avista's utility relocation efforts.
- d. **SH53 / Meyer Intersection Improvements:** DEA is continuing to coordinate their engineering design work with ITD. We anticipate making a submittal to ITD in 2 weeks.
- e. **Lancaster / Meyer Intersection Improvements:** Lake City Engineering has indicated that this project has been delayed. We were intending to complete the engineering design of a dual-lane roundabout at this intersection in conjunction/coordination with the commercial development being proposed on the southeast corner – but, the commercial development has not yet advanced. I still want to move forward with completing the construction plans and relocating impacted utilities. With this update, I'm hoping that they (LCE) will be wrapping up their preliminary construction plans in next 1-to-2 months.
- f. **Transportation Master Plan:** I met with DEA to discuss the scope of services for our upcoming 2021 Transportation Master Plan update. I anticipate that work will start in November 2020. We will need to collect traffic count data so that we can evaluate the performance of roadway segments and intersections within our area of city impact.