

POST FALLS URBAN RENEWAL AGENCY

PROCEDURE FOR IMPLEMENTING NEW DISTRICTS AND PROJECTS

Subject: Policy and Process of Implementing New Districts

Effective Date: November 9, 2016

Purpose: This policy brings current and consolidates numerous documents relating to the process of opening and managing a new urban renewal district.

Policy Objective: It is the objective of this policy to outline the basic tenets of creating an agency, identifying the need for a district, stating the project plan, and listing the principal documents involved in the creation and management of a district. References to Idaho Statutes are either Title 50 Chapter 20 Urban Renewal Law or Title 50 Chapter 29 Local Economic Development Act.

I. Create/Identify Need for District

IC 50-2008 Preparation and Approval of Plan for Urban Renewal Project
City, by **Resolution**, determines an area to be *deteriorated or deteriorating* or combination thereof and appropriate for an urban renewal project

IC 50-2903 (7) Definitions

City passes **Ordinance** identifying an area within 25 miles of a state line and having a minimum of 40 acres that is *competitively disadvantaged*

II. Creating a District / Project Plan

- a. IC 50-2008 (b) – Agency, City or Proponent may prepare urban renewal plan and provide to City (See Process)

III. Process of Creating the Urban Renewal Project Plan - The process of creating and managing a district plan is based on a number of specific documents as listed below:

- a. Project Questionnaire and Evaluation
- b. District Plan Approval Checklist
- c. Legal and Map Requirements
- d. Urban Renewal Plan Contents
- e. Urban Renewal Plan Deteriorated or Deteriorating
- f. Urban Renewal Plan Competitively Disadvantaged
- g. OPA Format – City (Sample Document)
- h. OPA Format – Existing Plan or District (Sample Document)
- i. OPA Format – New Plan or District (Sample Document)

IV. Plan Approval

- a. IC 50-2008 (b) - City submits plan to planning commission for review and recommendation of conformity with city comprehensive plan
- b. IC 50-2008 (c) - City holds a public hearing on the urban renewal project
- c. IC-50-2008 (d) - City approves urban renewal project and plan

Amendments:

Amendments to this policy statement are allowed, as needed, by a majority vote of the Commissioners of the Agency, and any such amendment will be forwarded in writing to the investment consultants(s) or manager(s).

Approved by the Post Falls Urban Renewal Agency Board of Commissioners:

POST FALLS URBAN RENEWAL AGENCY
An Idaho Urban Renewal Agency

By: , Chairman

Approved this 9th day of November, 20 16

Policy #1 – Procedure for Implementing New Districts and Projects

A – Project Questionnaire

B – District Plan Approval Checklist

C- Legal & Map Requirements

D – Urban Renewal Plan Contents

E – Urban Renewal Plan (Deteriorated)

F – Urban Renewal Plan (Competitively Disadvantaged)

G – Sample OPA Format (City Agreement)

H – Sample OPA Format (Existing Plan & District)

I – Sample OPA Format (Formation of a Plan & District)

POST FALLS URBAN RENEWAL AGENCY

Project Questionnaire and Evaluation

Applicant:

Name of Project: _____

Name of applicant: _____

Address: _____

Phone Number: _____

Ownership Capacity:

_____ Recorded property owners as of _____ (date)

_____ Purchasing as of _____ (date) under contract with no contingencies

_____ Purchasing as of _____ (date) under contract contingent upon approval by agency of request for assistance for public improvements

_____ Authorized agent of the foregoing, duly authorized in writing (written authorization must be attached)

Project:

Location (or legal description) of project: _____

General description of business: _____

Total number of jobs to be created _____

Number of jobs created in first year _____

Number of jobs created in second to fourth year _____

Number of jobs created in fourth year forward _____

Estimated average value of wages and benefits for jobs created \$ _____

General description of improvements: _____

Assistance:

Describe the assistance for public improvements being requested: _____

Estimated total value (cost) of improvements \$ _____
If the Urban Renewal Agency is unable to provide the assistance identified above, would your business otherwise be able to locate (relocate) in Post Falls?
Yes _____ No _____

Why? _____

If the Agency was required to incur debt to construct the improvements, would you or your business be able to provide an independent financial guarantee to repay the debt incurred by the Agency?
Yes _____ No _____

PROJECT EVALUATION

Ownership:
The primary business operation in the proposed district is _____

Project Location:
Within tax increment portion of an existing plan area: Yes _____ No _____
Within a defined economically disadvantaged border community area: Yes _____ No _____
Not within any already defined area: Yes _____ No _____

Type of Business:
Skilled manufacturing & research: Yes _____ No _____
Professional office: Yes _____ No _____
Semi-skilled manufacturing: Yes _____ No _____

Recreational: Yes _____ No _____
Multi-family housing: Yes _____ No _____
Retail commercial: Yes _____ No _____
Other:

Jobs Created:
Percentages of minimum wage by wage bracket _____

New Buildings and Personal Property Value: _____

Bracketed taxable value per employee: _____

Improvements Requested: _____

Water and/or sewer and/or street infrastructure needed: _____

Other public infrastructure needed: _____

POST FALLS URBAN RENEWAL AGENCY

PF URA District Plan Approval Checklist

Task	Resp. Party	Timeline
<input type="checkbox"/> Preliminary meeting to overview project & URA procedures, timing, increment accumulation/reimbursement; political & other issues	URA, Developer	
<input type="checkbox"/> Project Summary to URA Commission at regularly scheduled meeting for OK to proceed .	Developer	2 – 6 weeks
<input type="checkbox"/> Determine if area is within Competitively Disadvantaged boundary or if need Declaration of Deterioration (see procedure F & G) ** Note 1 below	URA	1 – 2 weeks
<input type="checkbox"/> Collect plan fees (\$15,000)	URA	1 – 3 weeks
<input type="checkbox"/> Begin feasibility study, project cost estimates & fiscal impact on taxing districts	Developer	4 – 12 weeks*
<input type="checkbox"/> Write rest of District Plan documents	URA & Devel.	4 – 6 weeks*
<input type="checkbox"/> Final feasibility package to URA before public hearing	Developer	5 weeks prior
<input type="checkbox"/> Complete info package distributed to City & all other impacted taxing districts collect input from them & engineering & legal advisors	URA/City	4 weeks prior
<input type="checkbox"/> Notify Planning & Zoning commission	City	30 days
<input type="checkbox"/> Schedule Planning & Zoning Commission review	City	2 weeks
<input type="checkbox"/> Once P&Z approves, City Council schedules public hearing	City	2 – 3 weeks
<input type="checkbox"/> Do legal notice & prep packet info with resolution & approval history		3 weeks prior
<input type="checkbox"/> If Council approves, insert legal & map into final ordinance & into plan Transmit documents to County Auditor, Assessor, Taxing Districts & State Tax Commission (Map & legal need to be recorded per IC63-215)	URA	within 30 days of Council ordinance
<input type="checkbox"/> File plan with State Legislative Services Office	URA	no later than January 1

Note 1: If area is not within an area designated by the City as a Deteriorated or Deteriorating Area and/or as a Competitively Disadvantaged Border Community Area (CDBCA), the City will have to pass a Resolution Declaring the Area as Deteriorated or Deteriorating or approve an Ordinance Declaring the Area to be a CDCBA after the Agency recommends the same via Resolution before proceeding with the next tasks

POST FALLS URBAN RENEWAL AGENCY

Legal and Map Requirements

There are Idaho Code and Tax Commission requirements for both the legal description and map submittals:

Submittal Requirements (IC 63-215, and STC Rules 225):

- 1) Copy of the ordinance or order effecting the formation or alteration of the district or Urban Renewal District Revenue Allocation Area containing the legal description of the newly formed district boundaries or subject annexed area (standard description requirements):
 - a) Section/Township/Range,
 - b) True point of beginning defined by bearings and distances from an initial point being a government corner or subdivision plat corner (plat copy may be required as applicable),
 - c) Bearing and distance closure of at least 1:5,000,
 - d) Variations allow for calls along water boundaries, aliquot parts and subdivision plat references.
 - e) Match with existing district boundary where contiguous

- 2) Map prepared in a Draftsman-like manner, matching the accompanying legal description and drafted to scale, including:
 - a) Section, township, range, and meridian identifications.
 - b) North arrow, bar scale, and title block.
 - c) District name and ordinance number or order date.
 - d) Bearing and distance annotation between boundary points.
 - e) Clearly defined boundary lines of the newly formed district or RAA, or the annexed area, together with reference to the existing boundary where contiguous.

POST FALLS URBAN RENEWAL AGENCY

Urban Renewal Plan Contents

A. TABLE OF CONTENTS

B. AGENCY MEMBERS

1. INTRODUCTION

- a. Disadvantaged Border Community Defined
- b. Identification of Disadvantaged Border Community Areas
 - (1) Existing Social Conditions
 - (2) Existing Economic Conditions
 - (3) Other Factors

2. BOUNDARY DESCRIPTION

- a. Urban Renewal District Legal Description
- b. Urban Renewal District Map

3. PROPOSED DEVELOPMENT ACTIONS

- a. General
- b. Conformance with State and Local Requirements
- c. Participation Opportunities
- d. Opportunities for Owners and Tenants
- e. Property Acquisition
- f. Property Management
- g. Relocation of Businesses, Persons and Others
- h. Owner Participation Agreements
 - (1) Agency Commitments
 - (2) Developer Commitments

4. USES PERMITTED IN PROJECT AREA

- a. Comprehensive and Urban Renewal Plans
- b. Designated Land Uses of the Comprehensive Plan
 - (1) Regional/Community Commercial/Office/Industrial/Manufacturing
 - (2) Public Rights-of-Way
 - (3) Interim Uses
 - (4) Nonconforming uses
- c. General Controls and Limitations
 - (1) Construction
 - (2) Rehabilitation and Retention of Property

5. PROJECT FINANCING METHODS

- a. General Description of Financing Methodology
- b. Tax Increment / Loans and Bonds
- c. Grants
- d. Other Financing Options

- (1) Local Improvement Districts
- (2) Tax Increment Guarantees
- (3) Certificates of Participation
- (4) Joint Powers Authority

6. TAX ALLOCATION DISTRICT

- a. Tax Allocation District Legal Description
- b. Tax Allocation District Map

7. ACTIONS BY CITY COUNCIL

8. ENFORCEMENT

9. PLAN DURATION

10. PLAN AMENDMENT PROCEDURES

11. TAX FEASIBILITY STUDY

- a. Executive Summary
- b. Methodology
- c. Existing Conditions
 - (1) Size and Parcels
 - (2) Vacant Land
 - (3) Planned Development and Infrastructure Extension
- d. Baseline Build-Out Potential
 - (1) Resident Population
 - (2) Development Acreage and Timing Projection
 - (3) Private Sector Investment Potential
 - (4) Property Tax Generation
 - (5) Tax Allocation Projection Calculation
- e. Urban Renewal District Improvements
- f. Projection Assumptions
 - (1) Levy Rates
 - (2) Coverage Ratio
 - (3) Personal Property Investment
 - (4) School Payments
- g. Determination of the Timing of the Required Incremental Tax Base
- h. Improvement Financing
 - (1) Fiscal Impact on Taxing Districts and Taxpayers
- i. Limits on Budget Increases
- j. Levy Rate Calculation
 - (1) Feasibility of Tax Increment Financing Improvements
- k. Conclusion

APPENDICES

- Appendix A – Project Costs
- Appendix B – Idaho Code Section 50-2008

- Appendix C – Notice of Public Hearing(s)
- Appendix D – Resolution of Findings of Disadvantaged Border Community Area
- Appendix E – Resolution Establishing Plan and Increment Area
- Appendix F – Setting Public Hearing on Adoption of the District
- Appendix G – Ordinance Adopting the Urban Renewal Plan and District Map
- Appendix H – Owner Participation & Reimbursement Agreement (Formation of District & Plan)
- Appendix I – Owner Participation & Reimbursement Agreement (Existing Plan & District)
- Appendix J – Public Meetings Discussions & Related Press Articles

POST FALLS URBAN RENEWAL AGENCY

Procedure for Implementing New Districts and Projects Deteriorated or Deteriorating Urban Renewal Classification

- Proponent Self Evaluation
 - Receive copies of Agency policies
 - Complete Project Questionnaire & Evaluation Form
 - Present Overview of Project to Agency Staff
- Staff Review
 - Receive and evaluate Application for Completeness and Acceptance
 - Determine if project is in the best interest of the applicant and the public to present the project to the Agency for further review
 - Calculate Fees. One-third (1/3) of fee to be collected upfront with the balance due upon Plan approval
 - Prepare Staff Report
 - Schedule for Agency Overview Presentation
- Agency Presentation
 - If Agency finds the Project is in the best interest of the public, fits the goals of the Agency and community, and is possible to complete within the financial limitations of the Agency, the Applicant is invited to return to another meeting to present the following:
 - Map of proposed project boundaries
 - Itemized list of the kind, number and location of proposed public improvements requested to be financed (in whole or in part) by the Agency, as reviewed by with engineering staff, including estimated costs
 - Economic feasibility study and proposed timeline for completion of project
 - Fiscal impact statement showing the impact on all taxing districts affected
 - Establish a review fee to reimburse the Agency for fees and costs for legal, bond counsel, underwriter and other related reviews
- Agency Review
 - Staff presents documents to the Agency at open meeting
 - Agency reviews and if accepted;
 - Invite the applicant to submit a formal application including appropriate application fee to develop a Plan
 - Provide for preliminary project legal review
- Agency Action
 - Agency develops a District Plan (pursuant to Idaho Code Section 50-2905) including:
 - Introduction
 - Deterioration Defined
 - Identifying Deteriorated Areas
 - Description of the Project Area and Uses Permitted
 - Development Purpose and Goals
 - Development Conformance with State & Local Standards
 - Comprehensive Plan
 - The kind, number and location of the proposed improvements
 - List of estimated project costs

- Fiscal impact statement showing the impact on all taxing districts affected
 - Description of method of financing and time when the obligations are to be incurred
 - Finding that the assessed value of the Area is likely to increase as a result of the project and that the assessed value of the Area does not exceed 10% of the current assessed value of the city
 - Economic Feasibility Study
 - Miscellaneous
 - Conclusion
 - The Agency recommends via Resolution that an area be declared a Deteriorated or Deteriorating Area by the City
 - City adopts a resolution finding that one or more deteriorated or deteriorating areas exist
 - Plan is forwarded to City Council
 - Council sends Plan to City Planning Commission for a review and recommendation of conformity with City comprehensive plan
 - The City holds a public hearing
 - The City passes an ordinance approving the Urban Renewal Plan, Confirming the Deteriorated Declaration, and Adopting a Revenue Allocation Area
 - The Agency passes a resolution approving the Urban Renewal Plan, Confirming the Deteriorated Declaration
 - The adopted ordinance and Plan with recorded maps and legal description (IC 63-215) are forwarded to the County Auditor, Assessor, affected taxing districts and the State Tax Commission , certified mail / return receipt requested
 - The County calculates the rate at which taxes shall be levied. The tax revenue allocated to the Agency is used to pay for the debt incurred and Agency administrative costs.
- Execution of Owner Participation Agreement (OPA)
 - Agency provide draft of OPA to proponent for review, to include:
 - Effective Date
 - Public Infrastructure and Other Public Facilities
 - Construction of Agency Funded Public Improvements
 - Conditions and Compliance
 - Initial Construction Funding
 - Reimbursement of Participant Advances
 - Exhibits
 - Exhibit A Legal description of property comprising the project or current phase
 - Exhibit B map of public infrastructure improvements
 - Exhibit C listing of estimated cost of improvements
 - Exhibit D detailed illustration of the improvements
 - Agency initiates legal and engineering review of OPA
 - Approved OPA goes to Agency meeting for approval
 - Agency and Proponent execute OPA
- Agency authorizes debt or method of finance and authorizes the proponent solicitation of bids
- Proponent initiates construction
 - Approval of bids and commence construction
 - Track and create binder for copies of all project invoices for submittal to Agency

- Provide for ongoing construction inspection by City
- Construction is completed
- Public infrastructure subject to reimbursement is deeded over to City with written certificate of acceptance and copy to Agency
- Proponent requests reimbursement from tax increment
 - Project cost submittal is provided to Agency for Project Cost Reimbursement
 - Agency engineer reviews submittal including all actual cost schedules and supporting invoices
 - Engineer provides written recommended reimbursable costs letter
 - Reimbursement request goes to Agency meeting for approval
 - Agency approves Agency Order of Approval for reimbursing costs to proponent
 - Agency reimburses Proponent semi-annually as tax increment revenue is received.

POST FALLS URBAN RENEWAL AGENCY

Procedure for Implementing Projects Competitively Disadvantaged Border Community Classification

- Proponent Self Evaluation
 - Receive Copies of Agency policies
 - Complete Project Questionnaire & Evaluation Form
 - Present Overview of Project to Agency Staff

- Staff Review
 - Receive and evaluate Application for Completeness and Acceptance
 - Determine if project is in the best interest of the applicant and the public to present the project to the Agency for further review
 - Calculate Fees. One-third (1/3) of fee to be collected upfront with the balance due upon Plan approval.
 - Prepare Staff Report
 - Schedule for Agency Overview Presentation

- Agency Presentation
 - If Agency finds the Project is in the best interest of the public, fits the goals of the Agency and community, and is possible to complete within the financial limitations of the Agency, the Applicant is invited to return to another meeting to present the following:
 - Map of proposed project boundaries
 - Itemized list of the kind, number and location of proposed public improvements requested to be financed (in whole or in part) by the Agency including estimated costs, as reviewed with engineering staff
 - Economic feasibility study and proposed timeline for completion of project
 - Fiscal impact statement showing the impact on all taxing districts affected
 - Establish a review fee to reimburse the Agency for fees and costs for legal, bond counsel, underwriter and other related reviews

- Agency Review
 - Staff presents documents to the Agency at open meeting
 - Agency reviews and if accepted;
 - Invite the applicant to submit a formal application including appropriate application fee to develop a Plan
 - Provide for preliminary project legal review

- Agency Action
 - Agency develops (per Idaho Code 50-2905) a District Plan including:
 - Introduction
 - Local Economic Development Act
 - Disadvantaged Border Community
 - Competitively Disadvantaged Declaration
 - Description of the Project Area and Uses Permitted
 - Development Purpose and Goals
 - Development Conformance with State & Local Standards
 - Comprehensive Plan
 - The kind, number and location of the proposed improvements

- List of estimated project costs
 - Fiscal impact statement showing the impact on all taxing districts affected
 - Description of method of financing and time when the obligations are to be incurred
 - Finding that the assessed value of the Area is likely to increase as a result of the project and that the assessed value of the Area does not exceed 10% of the current assessed value of the city
 - Economic Feasibility Study
 - Miscellaneous
 - Conclusion
 - A Disadvantaged Border Community Study is completed
 - The Agency passes Resolution recommending that a Disadvantaged Border Community Area Declaration (CDBCA) be created
 - The Agency passes a resolution approving the Urban Renewal Plan and Confirming the Disadvantaged Area Declaration
 - Plan is forwarded to City Council
 - Council sends Plan to City Planning Commission for review and recommendation of conformity with City comprehensive plan
 - The City holds a public hearing
 - The City passes an ordinance approving the Urban Renewal Plan, Confirming the Disadvantaged Area Declaration, and Adopting a Revenue Allocation Area
 - The adopted ordinance, Plan and recorded map and legal description are forwarded to the County Auditor, Assessor, affected taxing districts and the State Tax Commission (IC 63-215)
 - The County calculates the rate at which taxes shall be levied. The tax revenue allocated to the Agency is used to pay for the debt incurred and Agency administrative costs.
- Execution of Owner Participation Agreement (OPA)
 - Agency provide draft of OPA to proponent for review, to include:
 - Effective Date
 - Public Infrastructure and Other Public Facilities
 - Construction of Agency Funded Public Improvements
 - Conditions and Compliance
 - Initial Construction Funding
 - Reimbursement of Participant Advances
 - Exhibits
 - Exhibit A Legal description of property comprising the project or current phase
 - Exhibit B list of public infrastructure improvements
 - Exhibit C listing of estimated cost of improvements
 - Exhibit D detailed illustration of the improvements
 - Agency initiates legal and engineering review of OPA
 - Approved OPA goes to Agency meeting for approval
 - Agency and Proponent execute OPA
 -
 - Agency authorizes debt or method of finance and authorizes the proponent solicitation of bids
 - Proponent initiates construction
 - Approval of bids and commence construction

- Track and for copies of all project invoices for submittal to Agency
- Provide for ongoing construction inspection by City
- Construction is completed
- Public infrastructure subject to reimbursement is deeded over to City with written certificate of acceptance and copy to Agency
- Proponent requests reimbursement from tax increment
 - Project cost submittal is provided to Agency for Project Cost Reimbursement
 - Agency engineer reviews submittal including all actual cost schedules and supporting invoices
 - Engineer provides written recommended reimbursable costs letter
 - Reimbursement request goes to Agency meeting for approval
 - Agency approves Agency Order of Approval for reimbursing costs to proponent
 - Agency reimburses Proponent semi-annually as tax increment revenue is received.

POST FALLS URBAN RENEWAL AGENCY

Proponent Reimbursement Request Procedure:

- 1) Proponent submits a letter for cost reimbursement with invoices attached.
- 2) Do a brief review with Welch/Comer on the Reimbursement Request (Amount and extent of submittal).
- 3) Welch/Comer submits a task order (not to exceed \$xx).
- 4) Task Order to Commission for Approval (Workshop – then Commission if not approved at the Workshop).
- 5) Welch/Comer completes review with a recommendation of costs to reimburse.
- 6) Create an Order of Approval to take to Commission for Approval.
- 7) Add the approved amount to the existing obligation.

Note: **Hard Costs – cost of roads and infrastructure
 Soft Costs – include engineering/surveying/landscape planning and design. These are not to exceed 12% of the **Hard Costs**

If project is under an MOU with City

- If City Center or EPF – URA require an MOU between City and URA for project
- City resolution required approving the MOU
- Depending on size and complexity and duration to project completion, determine if Agency will set up to reimburse on an as-billed basis monthly with letter of acceptance on completion basis to go with billing, or reimburse at end of project with acceptance letter on whole project.

POST FALLS URBAN RENEWAL AGENCY

Owner Participation and Reimbursement Agreement (City Agreement)

THIS AGREEMENT made and entered into this ____ day of _____, 20_____, by and between the POST FALLS URBAN RENEWAL AGENCY, an Idaho urban renewal agency, 201 E 4th Avenue, Post Falls, ID, 83854, hereinafter referred to as the Agency, and the CITY OF POST FALLS, a municipal corporation formed under the laws of the State of Idaho, 408 Spokane Street, Post Falls, ID, 83854, hereinafter referred to as the City.

WITNESTH:

WHEREAS the Agency is an independent public body, corporate and politic, and is an Idaho urban renewal agency created by and existing under the authority of and pursuant to the Idaho Urban Renewal Law of 1965, being Idaho Code, Title 50, Chapter 20, and the Local Economic Development Act of 1988, being Idaho Code, Title 50, Chapter 29, as amended and supplemented, hereinafter referred to collectively as the Act, and

WHEREAS the City is charged with improving public infrastructure with the city limits of the City of Post Falls, and

WHEREAS the Agency is responsible for implementing the projects within the urban renewal plan areas formally adopted by the City, and

WHEREAS the City and the Agency have formally created the _____ Urban Renewal Plan area, hereinafter referred to as the Plan, and

WHEREAS the City desires to jointly construct the project described in Exhibit A, attached hereto and incorporated by reference herein, and hereinafter referred to as the Project, and

WHEREAS the City has estimated the cost of the project to be as described in Exhibit B, attached hereto and incorporated by reference herein, and

WHEREAS the Parties desire to construct the Project as a joint City/Agency urban renewal project pursuant to the provisions of the Plan, and

WHEREAS the Project is for the public good and benefits both the properties located in the Plan area and the citizens of the City of Post Falls.

NOW, THEREFORE, in consideration of the mutual benefits to be derived herefrom, the Parties agree as follows:

1. The Parties shall jointly combine their efforts and financial resources to construct the Project, pursuant to the terms and conditions of the financing plan attached hereto as Exhibit D, and incorporated by reference herein, hereinafter referred to as the Financing Plan.

2. The City shall invoice the Agency for approval and Payment of the Agency's share of costs from the financing plan as improvements are completed, inspected and accepted. This agreement to pay a portion of the direct costs of the Project shall not be considered to be an assignment of present or future tax increment revenues of the Agency. In the event that collected tax increment revenues for the Plan area are insufficient to pay the Agency's share of an approved and payable invoice, the City agrees to loan the necessary funds to the Agency on a short term basis with interest at the rate of _____ percent (____%) per annum.
3. The City agrees that the Project shall be completed by the _____ day of _____, 20____.

IN WITNESS WHEREOF, the Parties have set their hands effective the date first above-written.

POST FALL URBAN RENEWAL AGENCY
an Idaho urban renewal agency

By: _____,
_____, Chairman

CITY OF POST FALLS
an Idaho municipal corporation

By: _____,
_____, Mayor

OWNER PARTICIPATION AND REIMBURSEMENT AGREEMENT
(Existing Plan & District)

THIS AGREEMENT made and entered into this ____ day of _____, 20____, by and between the POST FALLS URBAN RENEWAL AGENCY, an Idaho urban renewal agency, 201 E 4th Avenue, Post Falls, ID, 83854, hereinafter referred to as the Agency, and _____

a _____, of _____,
hereinafter referred to as the Participant.

WITNESSETH:

WHEREAS the Agency is an independent public body, corporate and politic, and is an Idaho urban renewal agency created by and existing under the authority of and pursuant to the Idaho Urban Renewal Law of 1965, being Idaho Code, Title 50, Chapter 20, and the Local Economic Development Act of 1988, being Idaho Code, Title 50, Chapter 29, as amended and supplemented, hereinafter collectively referred to as the Act, and

WHEREAS the Post Falls City Council did on _____, 20____, pass Ordinance No._____, duly adopting the _____ Urban Renewal Plan and created the _____ Urban Renewal District, and

WHEREAS the Participant owns or controls real property located within the boundaries of the District, and more specifically described in **Exhibit A**, attached hereto and incorporated by reference herein, and hereinafter referred to as the Site, and

WHEREAS the Participant intends to construct public infrastructure improvements on the Site, as more specifically described in **Exhibit B**, attached hereto and incorporated by reference herein, and hereinafter referred to as the Project. A detailed list of the proposed improvements associated with the Project is attached hereto as **Exhibit C**. Detailed illustrations of these proposed improvements are attached hereto as Exhibit D, and

WHEREAS the Agency has reviewed the elements of the Project and feels that the Project would enhance the redevelopment and revitalization of the District pursuant to the provisions of the Plan, and

WHEREAS the Agency and the Participant seek to cooperate in the construction of public infrastructure improvements, and

WHEREAS until such time as the Project is completed the tax increment revenues from the District would be insufficient to pay for construction of the Project, and

WHEREAS the Participant is willing to construct and pay for the Project with the expectation of being reimbursed from future tax increment revenues received by the Agency from the District as those revenues are received, subject to repayment of existing Agency obligations within the District as hereinafter provided for in Section 6 of this Agreement, and

WHEREAS the Parties seek to memorialize understandings relating to the conditions associated with Agency funded reimbursement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived herefrom, the Parties agree as follows:

1. **EFFECTIVE DATE:** The effective date of this Agreement shall be the date first above-written, and shall continue until all obligations of each Party are completed or until the termination of the Plan, whichever shall first occur.
2. **PUBLIC INFRASTRUCTURE AND OTHER PUBLIC FACILITIES:** The Parties agree that the public infrastructure and other public facilities and their estimated costs that are the subject of this Agreement are those listed on **Exhibit C**, attached hereto and incorporated by reference herein, and hereinafter referred to as the Agency Funded Public Improvements which shall qualify for reimbursement subject to the conditions set forth herein when they have been constructed, dedicated to the public, City of Post Falls, or the Agency, and accepted by the City of Post Falls or the Agency, which acceptance shall not be unreasonably withheld. Any other public improvements that are constructed by the Participant as part of the Project are not eligible for reimbursement pursuant to this Agreement.
3. **CONSTRUCTION OF AGENCY FUNDED PUBLIC IMPROVEMENTS:** The participant agrees to construct the Agency Funded Public Improvements consistent with the following:
 - 3.1. The Improvements to be constructed shall be in accordance with the overall City infrastructure plans, polices, and design standards. Such Improvements shall not be eligible for reimbursement until they are dedicated to the public.
 - 3.2. Prior to commencing construction, all necessary permits will be obtained by the Participant and/or the Participant's agents..
 - 3.3. Construction and quality control inspections shall be provided by the engineer of record and the City.
4. **CONDITIONS:** In consideration for the commitments presented by the Participant, the Agency agrees to continue to proceed with reimbursement for the Agency Funded Public Improvements, subject to the following conditions:
 - 4.1. The Participant shall comply with the City of Post Falls design review approvals and all applicable local, state and federal laws.
 - 4.2. The Participant shall submit a Project schedule to the Agency upon completion of City approvals, which shall contain specific timelines for completing the Agency Funded Public Improvements.
 - 4.3. The Participant shall complete the Agency Funded Public Improvements described in **Exhibit C** and any attachments to **Exhibit C**.
 - 4.4. The Participant shall allow the Agency or its agent to review the final design and construction of the Project.

- 4.5. The Participant agrees to invoice the Agency per the cost of the items to be reimbursed for review by the Agency, with reimbursement to be based upon completion and final inspection by the Agency or its agent, and the availability of tax increment revenues for the District.
- 4.6. The Participant shall complete the Improvements on or before the _____ day of _____, 20____.
5. INITIAL CONSTRUCTION FUNDING: The Participant shall pay for all of the costs of installation of the Agency Funded Public Improvements set forth in **Exhibit C** and previously approved by the Agency, hereinafter referred to as Participant Advances.
6. REIMBURSEMENT OF PARTICIPANT ADVANCES: The Participant shall be entitled to reimbursement of Participant Advances subject to the following conditions and understandings:
- 6.1. It is the understanding of the Parties that the Participant shall only be paid the reimbursement of Participant Advances from the tax increment revenues of the District and in order of approval by the Agency of any other project obligation within the District. If for any reason tax increment revenues anticipated to be received by the Agency are insufficient or curtailed, the Agency shall not be obligated to use other sources of revenue to make reimbursements to the Participant.
- 6.2. It is the understanding of the Parties that tax increment revenues received by the Agency for the District will first be used in the following manner and order:
- 6.2.1. To reimburse the Agency for the costs of amending the Plan and/or any remaining unpaid costs of designing or adopting the Plan.
- 6.2.2. For the payment of the Participant's annual contribution to the administrative costs of the Agency as established in the Agency's annual budget, and applicable equally to each participant.
- 6.2.3. For the repayment of any debt of the District disclosed to the Participant upon the execution of this Agreement.
- 6.2.4. For the reimbursement of other proponents in the District that have orders of approval that predate the order of approval authorizing the Participant's reimbursement.
- 6.2.5. To the reimbursement of Participant Advances.
- 6.3. The Participant acknowledges that the Agency has provided the Participant with copies of the Agency's policies concerning the use of tax increment revenue and cost reimbursement, which the Participant agrees to be bound by.
7. The Participant is aware that the Agency intends to conduct an annual review of the performance of both the Plan and the District, and reserves the right within the sole discretion of the Agency to make adjustments to the Plan.

8. MISCELLANEOUS:

- 8.1. The Participant shall provide the Agency with proof that the Participant and its agents have adequate liability and workers compensation insurance.
- 8.2. The Participant agrees to indemnify and hold harmless the Agency from any and all liability and/or obligations not specifically provided for in this Agreement to be performed by the Agency with reference to the Project, except for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Agency, its agents, employees or indemnitees.
- 8.3. The Participant does hereby grant to the Agency and its agents a right of access to the Project area for the purposes of inspections.
- 8.4. The Participant agrees at the appropriate time to convey title to Agency Funded Public Improvements either to the Agency or to the City of Post Falls. As long as the Improvements comply with the terms and provisions of this Agreement, the Agency agrees to accept the dedication.
- 8.5. The Parties agree that this Agreement does not establish a partnership or joint venture relationship between the Parties.
- 8.6. The rights and obligations provided for in this Agreement may not be assigned without the mutual agreement of the Parties, which consent shall not unreasonably be withheld. It being understood that the right of reimbursement to the Participant shall survive any assignment, sale and/or lease of portions of the Site to third parties. The Participant shall coordinate with the Agency on behalf of such third parties so that the Agency's direct involvement with such third parties will be limited as much as possible.
- 8.7. This Agreement shall be construed and enforced under the laws of the State of Idaho, with any enforcement action to be brought in Kootenai County, Idaho. The prevailing party in any action shall be entitled to attorney's fees and costs.
- 8.8. The Parties agree that in the event that there is a disagreement or dispute over the terms and provisions of this Agreement, including reimbursement submittals, that the Parties will mutually submit the disagreement or dispute to non-binding mediation utilizing a mediator mutually agreeable to the Parties, with the Parties jointly sharing the costs of mediation. In the event that the Parties cannot agree on a mediator or if the mediation is unsuccessful, the Parties shall engage in a binding arbitration pursuant to the Commercial Rules of the American Arbitration Association. Costs and fees, including but not limited to reasonable attorney's fees, incurred in such arbitration shall be awarded to the prevailing party as the term is defined by Idaho Law.
- 8.9. The Parties agree that this Agreement is the entire agreement between the Parties, and is binding upon their successors and assigns.

8.10. All of the provisions of this Agreement are distinct and severable, and if any provision shall be deemed illegal, void or unenforceable, it shall not affect the legality, validity or enforceability of any other provision or portion of this Agreement.

IN WITNESS WHEREOF, the Parties have set their hands effective the date first above-written.

POST FALLS URBAN RENEWAL AGENCY
an Idaho urban renewal agency

By: _____
Chairperson

PARTICIPANT:

By: _____

POST FALLS URBAN RENEWAL AGENCY

Owner Participation and Reimbursement Agreement (Formation of a Plan & District)

THIS AGREEMENT made and entered into this ____ day of _____,
20____, by and between the POST FALLS URBAN RENEWAL AGENCY, an Idaho urban
renewal agency, 201 E. 4th Avenue, Post Falls, ID, 83854, hereinafter referred to as the
Agency, and _____

_____/
a _____, of _____/
hereinafter referred to as the Participant.

WITNESSETH:

WHEREAS the Agency is an independent public body, corporate and politic, and is an
Idaho urban renewal agency created by and existing under the authority of and
pursuant to the Idaho Urban Renewal Law of 1965, being Idaho Code, Title 50, Chapter
20, and the Local Economic Development Act of 1988, being Idaho Code, Title 50,
Chapter 29, as amended and supplemented, hereinafter collectively referred to as the
Act, and

WHEREAS the Participant has requested that the Agency design an urban renewal
plan for a defined area found by the Post Falls Urban Renewal Agency to be a
disadvantaged Border Community pursuant to Resolution No. _____, on the ____
day of _____, _____, and to establish an urban renewal district,
hereinafter referred to as the Plan and the District, and

WHEREAS the Participant owns or controls real property located within the
boundaries of the proposed District, and more specifically described in Exhibit A,
attached hereto and incorporated by reference herein, and hereinafter referred to as the
Site, and

WHEREAS the Participant intends to construct public infrastructure improvements on
the Site, as more specifically described in Exhibit B, attached hereto and incorporated by
reference herein, and hereinafter referred to as the Project, and

WHEREAS the Agency has reviewed the elements of the Project and feels that the
Project would enhance the redevelopment and revitalization of the proposed District
pursuant to the provisions of the proposed Plan, and

WHEREAS the Agency and the Participant seek to cooperate in the construction of
public infrastructure improvements, and

WHEREAS until such time as the Project is completed the tax increment revenues
from the District would be insufficient to pay for construction of the Project, and

WHEREAS the Participant is willing to construct and pay for the Project with the expectation of being reimbursed from future tax increment revenues received by the Agency from the District as those revenues are received, and

WHEREAS the Parties seek to memorialize understandings relating to the conditions associated with Agency funded reimbursement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived herefrom, the Parties agree as follows:

1. **EFFECTIVE DATE:** The effective date of this Agreement shall be the date first above-written, and shall continue until all obligations of each Party are completed or until the termination of the Plan, whichever shall first occur.
2. **PUBLIC INFRASTRUCTURE AND OTHER PUBLIC FACILITIES:** The Parties agree that the public infrastructure and other public facilities and their estimated costs that are the subject of this Agreement are those listed on Exhibit C, attached hereto and incorporated by reference herein, and hereinafter referred to as the Agency Funded Public Improvements. Any other public improvements that are constructed by the Participant as part of the Project are not eligible for reimbursement pursuant to this Agreement.
3. **CONSTRUCTION OF AGENCY FUNDED PUBLIC IMPROVEMENTS:** The participant agrees to construct the Agency Funded Public Improvements consistent with the following:
 - 3.1. The improvements to be constructed shall be in accordance with the overall City infrastructure plans, polices, and design standards.
 - 3.2. Prior to commencing construction, all necessary permits will be obtained by the Participant.
 - 3.3. Construction and quality control inspections shall be provided by the Participant's engineer of record.
4. **CONDITIONS:** In consideration for the commitments presented by the Participant, the Agency agrees to continue to proceed with reimbursement for the Agency Funded Public Improvements, subject to the following conditions:
 - 4.1. The Participant shall comply with the City of Post Falls design review approvals and all applicable local, state and federal laws.
 - 4.2. The Participant shall submit a Project schedule to the Agency upon completion of City approvals.
 - 4.3. The Participant shall complete improvements as described in Exhibit C and any attachments to Exhibit C.

- 4.4. The Participant shall allow the Agency or its agent to review the final design and construction of the Project.
- 4.5. The Participant agrees to invoice the Agency per the cost of the items to be reimbursed for review by the Agency, with reimbursement to be based upon completion and final inspection by the Agency or its agent, and the availability of tax increment revenues for the District.
- 4.6. The Participant agrees to tender to the Agency the Agency's costs for design and adoption of the Plan, estimated to be approximately FIFTEEN THOUSAND DOLLARS (\$15,000.00), which amount shall be considered a reimbursable Participant Advance, hereinafter described.
- 4.7. The Participant shall complete the Project improvements on or before the ____ day of _____, _____.

5. INITIAL CONSTRUCTION FUNDING: The Participant shall pay for all of the costs of installation of the Agency Funded Public Infrastructure set forth in Exhibit C and previously approved by the Agency, hereinafter referred to as Participant Advances.

6. REIMBURSEMENT OF PARTICIPANT ADVANCES: The Participant shall be entitled to reimbursement of Participant Advances subject to the following conditions and understandings:

- 6.1. It is the understanding of the Parties that the Participant shall only be paid the reimbursement of Participant Advances from the tax increment revenues of the District directly resulting from the Project improvements being made by the Participant. If for any reason tax increment revenues anticipated to be received by the Agency are insufficient or curtailed, the Agency shall not be obligated to use other sources of revenue to make reimbursements to the Participant.
- 6.2. It is the understanding of the Parties that tax increment revenues received by the Agency for the District will first be used in the following manner and order:
 - 6.2.1. To reimburse the Participant for the prepaid costs of designing and adopting the Plan (above-discussed).
 - 6.2.1. To reimburse the Agency for the costs of amending the Plan and/or any remaining unpaid costs of designing or adopting the Plan.
 - 6.2.3. For the payment of the District's annual contribution to the administrative costs of the Agency.
 - 6.2.4. For the repayment of any outstanding debt of the District.
 - 6.2.5. For the payment into a district wide reserve account pursuant to the policies of the Agency, and
 - 6.2.6. For the reimbursement of Participant Advances.

The Participant acknowledges that the Agency has provided the Participant with copies of the Agency's policies concerning the use of tax increment revenue and cost reimbursement.

- 6.3. The Participant is aware that the Agency intends to conduct an annual review of the performance of both the Plan and the District, and reserves the right within the sole discretion of the Agency to make adjustments to the Plan, including the ability to terminate a non-performing plan.

7. MISCELLANEOUS:

- 7.1 The Participant shall provide the Agency with proof that the Participant and its agents have adequate liability and workers compensation insurance.
- 7.2 The Participant agrees to indemnify and hold harmless the Agency from any and all liability and/or obligations not specifically provided for in this Agreement to be performed by the Agency with reference to the Project.
- 7.3 The Participant does hereby grant to the Agency and its agents a right of access to the Project area for the purposes of inspections.
- 7.4 The Participant agrees at the appropriate time to convey title to Agency Funded Public Infrastructure either to the Agency or to the City of Post Falls.
- 7.5. The Parties agree that this Agreement does not establish a partnership or joint venture relationship between the Parties.
- 7.6. The rights and obligations provided for in this Agreement may not be assigned.
- 7.7. This Agreement shall be construed and enforced under the laws of the State of Idaho, with any enforcement action to be brought in Kootenai County, Idaho. The prevailing party in any action shall be entitled to attorneys fees and costs.
- 7.8. The Parties agree that this Agreement is the entire agreement between the Parties, and is binding upon their successors.

IN WITNESS WHEREOF, the Parties have set their hands effective the date first above-written.

POST FALLS URBAN RENEWAL AGENCY
an Idaho urban renewal agency

By: _____
Chairman

PARTICIPANT:

_____/

_____/

By: _____/

_____/