

SUBDIVISION APPLICATION

File #: _____

Please read and complete the application carefully. Failure to provide all required information could result in a delay in processing your application.

Applicant Information:

Applicant's Name: _____
Address: _____
Phone: (H) _____ (W) _____
E-mail: _____

Holder of Legal Title: _____
Address: _____
Phone: (H) _____ (W) _____
E-mail: _____

Representative Information:

Business Name: _____
Surveyor: _____
Address: _____
Phone: (H) _____ (W) _____
E-mail: _____

Project Information:

Proposed Development Name: _____
Legal Description of Site: Lot(s) _____ Block # _____ Addition _____
(or) Section _____ Township _____ Range _____
Total Size of Parcel: _____
Number of Lots/Units: Existing: _____ Proposed: _____
Smallest Lot Size: _____ Largest Lot Size: _____

Current Zoning:

- | Residential | Commercial | Industrial |
|---|--|--|
| <input type="checkbox"/> Rural Residential RR2 | <input type="checkbox"/> Mixed-use Residential (MUR) | <input type="checkbox"/> Industrial General (IG) |
| <input type="checkbox"/> Rural Residential RR1 | <input type="checkbox"/> Commercial A (CA) | <input type="checkbox"/> Industrial Business Park (IBP) |
| <input type="checkbox"/> Residential Single-Family (RS) | <input type="checkbox"/> Commercial B (CB) | <input type="checkbox"/> Industrial General w / IBP uses allowed |
| <input type="checkbox"/> Residential Multi-Family (RM) | <input type="checkbox"/> Commercial C (CC) | <input type="checkbox"/> Industrial Technology Park (ITP) |



MEMORANDUM

TO: City of Sandpoint
1123 Lake Street
Sandpoint, ID 83864

FROM: Jeremy Grimm
Whiskey Rock Planning + Consulting
Representing Tim McDonnell, KM Enterprises

DATE: May 22, 2020

SUBJECT: University Park Preliminary Subdivision Application Narrative

University Park is situated centrally within the greater Sandpoint urban area among existing single-family neighborhoods to the north, retail and services to the south and east and Sandpoint's industrial zoned lands to the west. It is the last large undeveloped parcel inside city limits and is efficiently served by existing infrastructure and municipal utilities.

The property is composed of approximately 75 +/- acres of unplatted land laying east of Boyer Avenue. Upland land area (potentially developable) west of the U.P. Railroad track is zoned RS, residential single-family and totals approximately 60 acres. Although encumbered by known wetlands, this portion of the property could be fully developed through specific permitting allowances authorized by the Army Corps of Engineers and through the purchase of wetland credits. Assuming the "full buildout" scenario where a conservative 30% of square footage is devoted to roads, utilities, stormwater retention and sidewalks, approximately 1.83 million square feet are available for development of single-family lots. The RS zoning allows 5,000 square foot minimum lots. The resulting capacity of the RS zoned portion of the property is approximately 366 lots ($1,830,000 / 5,000 = 366$). Adding to this, the RS zoning allows each lot to develop an ADU in accordance with design stipulations, thereby conceivably bringing the total number of dwelling units on the site to around 730.

To the east of the U.P. Railroad tracks, approximately 5.5 +/- acres of non-submerged land is zoned Commercial B. With applicable stipulations, the Commercial B zoning allows structures up to 55' with minimal setbacks. The development potential of this portion of the property is significant.

The remaining 10 +/- acres of the subject property is either encumbered by the railroad ROW or composed of submerged lands. In general, the site is very desirable for development due to its proximity to retail, schools and area amenities including but not limited to multimodal pathways and the Sand Creek corridor. Despite the divine right afforded by the underling RS zoning to develop at substantially greater density and generate higher monetary returns, the property owners have chosen a different path, untypical in the development world.

A unique project, University Park aspires to seamlessly integrate traditional neighborhood design with a focus on the historical agricultural use of the property through the development of a large centralized community garden and through protection of a wildlife corridor and sensitive riparian lands along Sand Creek. In a time of great pressure on the food distribution system, growing food security concerns and the strain of global warming, University Park will be a sustainable community at all levels of design. Focusing on opportunities for food production and incorporating the generous day-long solar exposure of the property, University Park eliminates all buffers between urban living and agricultural cultivation and allows each resident the opportunity to garden or enjoy locally produced food.

Stormwater on the site has been carefully considered and will be retained and treated on-site before discharge from project limits. Thoughtful design maximizes existing wetlands and ponds, utilizing their natural features such as Cattails, *Typha latifolia*, as polishing filters. Riparian corridors along Sand Creek are expected to be protected in perpetuity through a fee-simple sale to a willing conservation partner thereby ensuring natural drainage is buffered, far from the potential contamination of lawn enhancement herbicides and fertilizers.

Overall, the plan seeks to create an explicitly green community with a special concentration on the opportunity for food production and protection of natural amenities and viewsheds. It also offers the potential for a minimum of one quarter of the site for private open space and preservation of over one quarter of a mile of riparian area along Sand Creek pending successful negotiations with interested 3rd parties. Gardening is integrated at several scales and levels of intensity across the Transect resulting in 'Agricultural Urbanism' where food production forms the basis for urban density. From the larger, centralized community garden space to the individual window boxes, University Park offers each resident the opportunity to cultivate food at a number of scales.

Agriculture is also integrated at a social and cultural level, borrowing from the historic use of the property to support the opportunity for food production to form an 'Agricultural Hub.' This Hub will draw on the agricultural history of the site with an aspiration to preserve some of the original huckleberry and Fir "seed stock" trees which have been used for generations across the region. The project embraces the ideals of our "Walking Town" and will integrate housing with adjacent development including the retail area in Ponderay and restaurants and services in Downtown Sandpoint all of which are within the pedestrian shed, a ten-minute walk for all neighborhood homes. University Parks' residential component will consist of single-family homes, granny flats, multifamily units and townhouses, each with unique access to land cultivation whether within an interior courtyard or a private garden plot. University Parks' compact, walkable agricultural urbanism will serve as a model for an innovative self-sustaining, food-centered community.

The project will support the active recreational needs of residents thanks to the adjacency of the Boyer Pedestrian Path and the passive recreational needs will be provided through dedication of private tranquil space along Sand Creek and surrounding the central natural drainage.

Finally, the project will address the pressing need for affordable housing in the community in three ways. First, by making available numerous lots in the 5,500 to 7,000 Sq. Ft. range, mirroring the compact traditional neighborhood scale found in other RS zoned areas such as South Sandpoint. Second, through the pursuit of subsequent zone change in accordance with the Comprehensive Plan CA3 and CA3B vision on Phase 4, thereby making available the potential for multifamily housing, and finally, through the pursuit



of partners capable of receiving lots to be incorporated into a Community Land Trust for affordable housing.

In closing, we would like to briefly emphasize the beneficial tax revenue projected to result from the development of University Park, as illustrated in our submission. Upon the completion of Phase 4 and assuming the eventual development of 160 multifamily units on Lot 1, Block 12 and Lot 8 Block 10 (requiring a future rezone in accordance with the Comprehensive Plan) and 143 single-family residents in Phases 1-3, the project is anticipated to generate over \$750,000 per year in local property tax, of which \$300,000 would be realized by the City of Sandpoint which would be additive (new construction) directly to the General Fund.

Number of units	Median Value Per Unit	Less Homeowner Exemption	Net Taxable Value	Total Bonner County Levy	Annual Total Tax Revenue	Sandpoint Levy	Annual Sandpoint Tax Revenue	10-year City of Sandpoint Total
1	\$290,000	\$100,000	\$190,000	0.011830754	\$2,248	0.004702919	\$894	\$8,936
303	\$290,000	\$100,000	\$57,570,000	0.011830754	\$681,097	0.004702919	\$270,747	\$2,707,470
303	\$290,000	\$100,000*	\$63,630,000	0.011830754	\$752,791	0.004702919	\$299,247	\$2,992,467

*Assuming 20% renter or 2nd home owner units, not qualifying for Idaho Homeowner Exemption.

The project will enrich both the built and cultural environment and add much needed housing stock in a location that is easily served by existing infrastructure. University Park has been thoughtfully designed taking into account and incorporating sensitive environmental areas, preserving viewsheds, and creating an overall plan which meshes seamlessly into the fabric of the existing residential neighborhoods to the north. The Residential Single-Family zoning of the property entitles the owner develop the land at potentially much higher density including exclusive waterfront parcels, however as a local developer, the owner is not interested in what is best for his Return on Investment, rather he is interested in developing the property in a way that benefits the residents of Sandpoint as depicted above.

Other Pertinent information:

The developers of University Park recognize and support the decision of the City of Sandpoint to adopt Development Impact Fees as reflected in Ordinance #1264. From the developer’s perspective, the Development Impact Fees assure that growth pays it’s fair share as determined though the proportionality analysis included in the 2011 TischlerBise Report. Further, through their adoption, the City of Sandpoint relieves from the subdivision process the need for developers to negotiate individual exactions for the categories included in the DIF program (Parkland, Fire, Police, Streets and multimodal Pathways). Overall the DIF program ensures the developer and city have a precise understanding of the true cost the development will have on the City’s need to expand and maintain the established Level of Service related to the categories charged.

Although the DIF program relieves the developer from the obligation to respond to the impacts their project will have on the delivery of services by the payment of established fees, in doing so, the DIF program passes these responsibilities onto the City of Sandpoint. The 2011 DIF Plan incorporates both Plan Based (Streets) and Incremental Expansion (Fire, Police, Parks and Pathways) components. The incremental expansion components of the DIF program assume that the City of Sandpoint will aggregate DIF’s over time and subsequently spend in accordance with Park, Fire, Police and Pathway master plans to expand these facilities so as to maintain the established Level of Service. Similarly, the Plan Based components of the DIF program (Streets) incorporate robust methodology which forecast future trip generation and Vehicle Miles Traveled throughout the transportation system, identify current system deficiencies (ineligible for DIF



funding) and system deficiencies and cost attributed to growth (Figure 12. Transportation Capital Improvement Plan , Capacity Improvements, Page 23 of the TischlerBise Report).

We recognizing that the City of Sandpoint through the adoption of Ordinance #1264 and through the collection of Development Impact Fees has taken on the responsibility to expand system facilities and maintain equitable Levels of Service attributed to growth. Likewise, we recognize that in doing so, the City of Sandpoint has eliminated from Title 10 Chapter 1 Of Sandpoint City Code, *Subdivision and New Development Standards And Regulations*, the obligation for landowners to dedicate public open space as a condition of the subdivision process. Further, we recognize that when paying DIF’s there is an expectation that a nexus exist between the fees being paid, the direct impact of growth and the subsequent expansion of system capacity or Level of Service in the geographic area where growth occurs.

Although University Park has incorporated a variety of features which will benefit the residents of the development including but not limited to private open space and riparian corridor protection, we recognize that the City of Sandpoint has the obligation to acquire and develop additional passive or active parkland to maintain the Level of Service for which DIF’s are collected.

When looking holistically throughout the planned 4 Phase development of University Park, we anticipate the project will result in over \$1,210,000 of Development Impact Fees paid to the City of Sandpoint. Of, these approximately \$554,000 will represent the Park portion and over \$100,000 will be attributed to the Pathway component of the Sandpoint Development Impact Fee program.

Residential Single Family								
Unit Type	Number of Units*	Fire DIF \$340	Park DIF \$1,814	Pathway DIF \$332	Police DIF \$198	Streets DIF \$1,211	Total DIF Per Unit	Total DIF
Residential Multifamily								
Single Family 0-3 BDRM	133	\$45,220	\$241,262	\$44,156	\$26,334	\$161,063	\$3,895	\$518,035
Percentage		8.73%	46.57%	8.52%	5.08%	31.09%		100.00%
Unit Type	Number of Units*	Fire DIF \$367	Park DIF \$1,959	Pathway DIF \$358	Police DIF \$214	Streets DIF \$1,108	Total DIF Per Unit \$4,006	Total DIF
Multifamily	160	\$58,720	\$313,440	\$57,280	\$34,240	\$177,280	\$4,006	\$640,960
Percentage		9.16%	48.90%	8.94%	5.34%	27.66%		100.00%
Nonresidential								
Unit Type	Sq. Ft.	Fire DIF	Park DIF	Pathway DIF	Police DIF	Streets DIF	Total DIF	Total DIF
Commercial Shopping Center		0.63	0	0.21	0.13	2.75	3.72	
Commercial Shopping Center	10,000	\$6,300	\$0	\$2,100	\$1,300	\$27,500		\$37,200.00
Mini Warehouse		0.05	0	0.02	0.01	0.23	0.31	
Mini Warehouse	45,000	\$2,250	\$0	\$900	\$450	\$10,350		\$13,950.00
Total								\$1,210,145

* Based on David Evans and Associates TIA 4/21/20

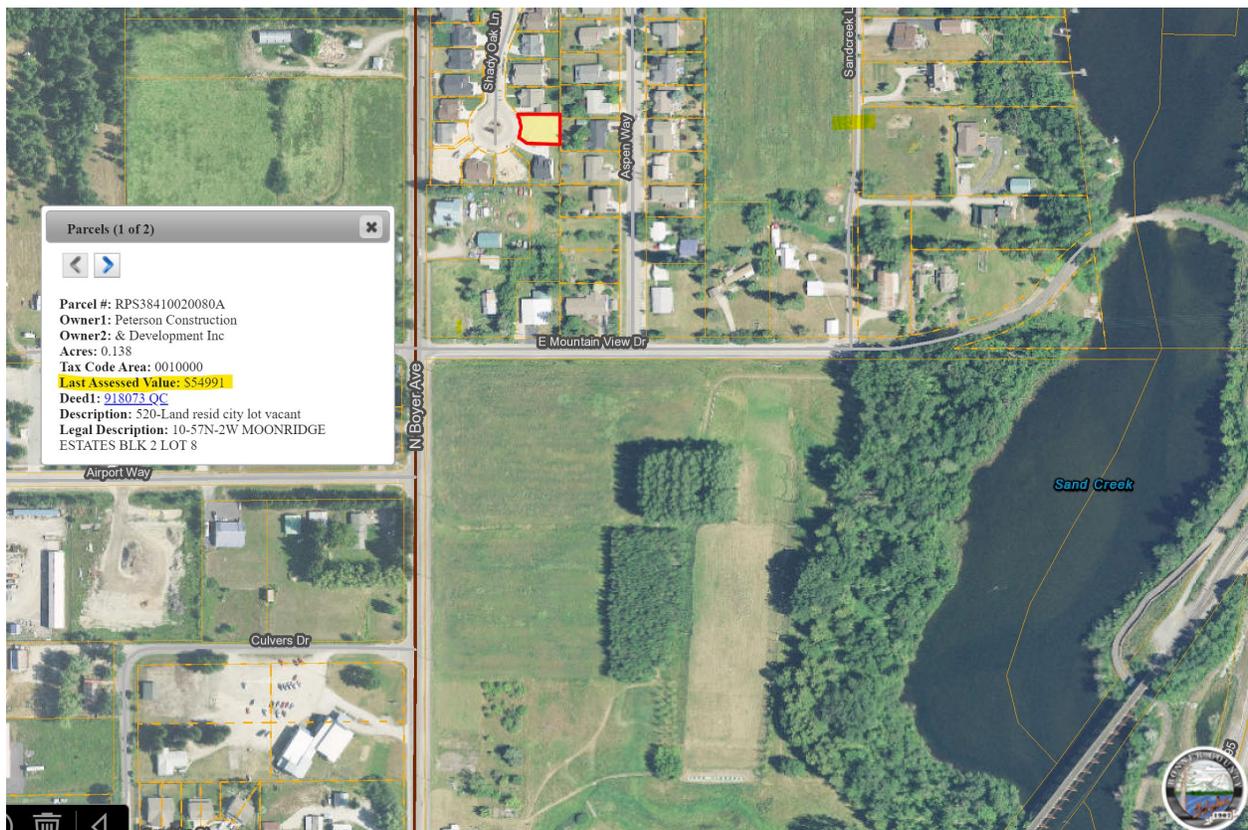
Although no clear provision exist within Sandpoint City Code as to how exactly a fee payer might initiate discussion or secure credits specified in Idaho Code 67-8209, it is the intent and desire of the developer to enter into discussions specific to the equitable transfer of some portion of the proposed private open space

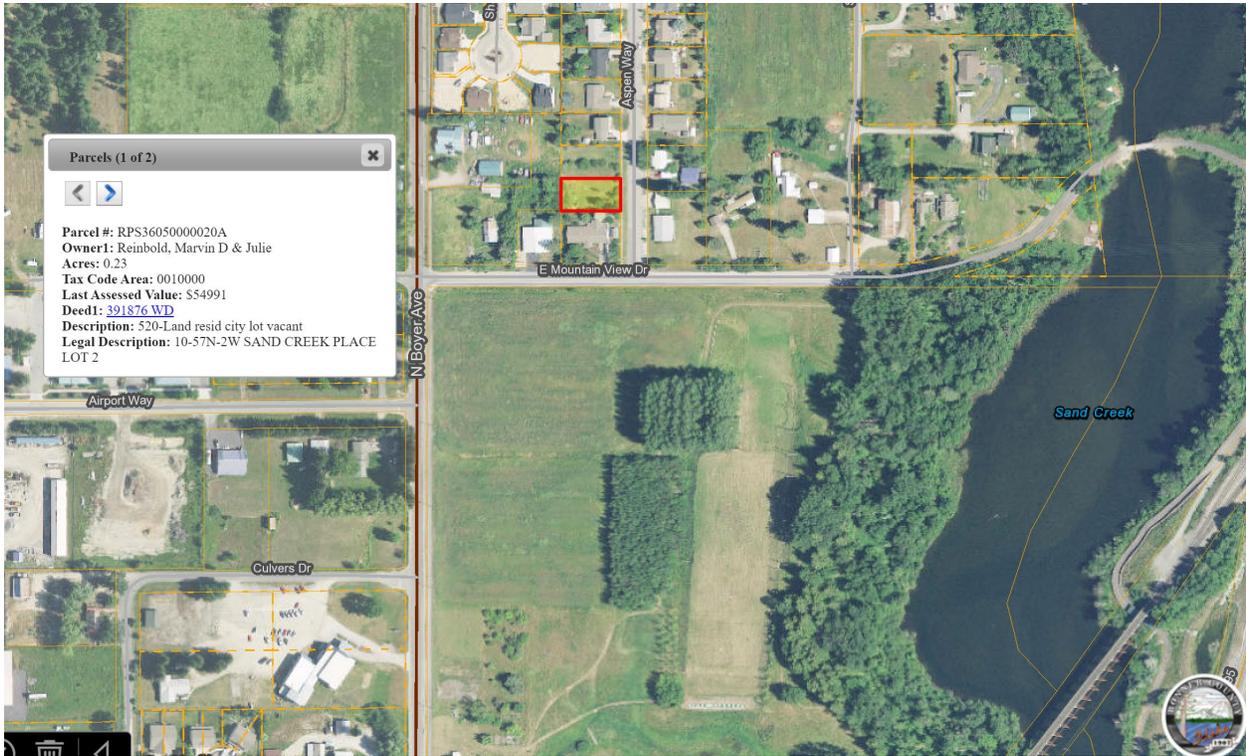


in exchange for equivalent Park and Pathway impact fee credits if the City deems it beneficial and expedient for the Public Good.

As a starting point for these discussions, we have reviewed a number of similar undeveloped RS zoned parcels in the area. Utilizing what is assumed to be a conservative assessed value from the Bonner County Assessor, the weighted average value of undevelopable land is \$279,615 per acre.

Lot Description	Land Utilization	Proximity to University Park	Area Acres	Assessed Value	Value per Acre
RPS38410020080A	Small Residential SF undeveloped Lot	< 500'	0.13	\$54,991	\$423,008
RPS36050000030A	Small Residential SF undeveloped Lot	< 500'	0.23	\$54,991	\$239,091
RPS36050000020A	Small Residential SF undeveloped Lot	< 500'	0.23	\$54,991	\$239,091
Total Weighted Average per Acre					\$279,615





Applying this value to the specific lots within the preliminary plat which the developer is interested in discussing as a possible exchange for DIF Park and Pathway credits is displayed below. Please note that the below figures and estimated values are very conservative (based on interior lot values) and do not take into account the likely premium development value of lands abutting Sand Creek.

Lot Description	Sq. Ft.	Area Acres	Estimated Assessed Value*	Value per Acre	Value**
Block 8 Lot 4	10,126	0.23	\$65,000	\$279,615	\$62,558.79
Block 6 Lot 10	175,366	4.03	\$1,125,689	\$279,615	\$1,083,417.49
Block 10 Lot 2	14,738	0.34	\$94,604	\$279,615	\$91,051.90
Block 10 Lot 1	41,256	0.95	\$264,826	\$279,615	\$254,881.06
Block 3 Lot 21	535,788	12.30	\$3,439,268	\$279,615	\$3,310,117.63
Total	777,274	17.84	\$4,989,386		\$4,802,026.86

* Estimated based on Bonner County Assessor Comps for undeveloped SF Residential Lots in proximity to development.

** Assuming 30% of lot area will require purchase of Wetland Credits @ \$35,000/acre to develop.

Like the DIF Credit there is also no clear provision within Sandpoint City Code as to how an applicant should address a variety of other related and important topics including potential off-site improvements, our interest in understating the willingness of the City of Sandpoint to collaborate on the creation of a Community Improvement District (CID) to fund public infrastructure such a parks, trails or other improvements or the preferred formula to ascertain other credits due under Idaho Code 67-8209-2.

We trust that subsequent communication and direction will be provided in response to these and other questions as a customary part of the application review process.

Sincerely,



Jeremy Grimm

Owner, Whiskey Rock Planning + Consulting



6/29/2020

Derek Mulgrew
M & W Holdings, LLC.
809 W Main #303
Spokane, Washington
99201

Ms. Amanda Wilson
Infrastructure & Development Services Manager
City of Sandpoint
1123 Lake Street
Sandpoint, ID 83864

RE: Subdivision Application PCS20-003, Application Consent M & W Holdings LLC.

Dear Ms. Wilson

In regards to your June 20, 2020 letter regarding our subdivision application (PCS20-003) , I have retained the planning services of Whiskey Rock Planning + Consulting located in Sandpoint, Idaho to represent me in the application for subdivision of my property on Boyer Avenue (referenced in Instrument No. 950253).

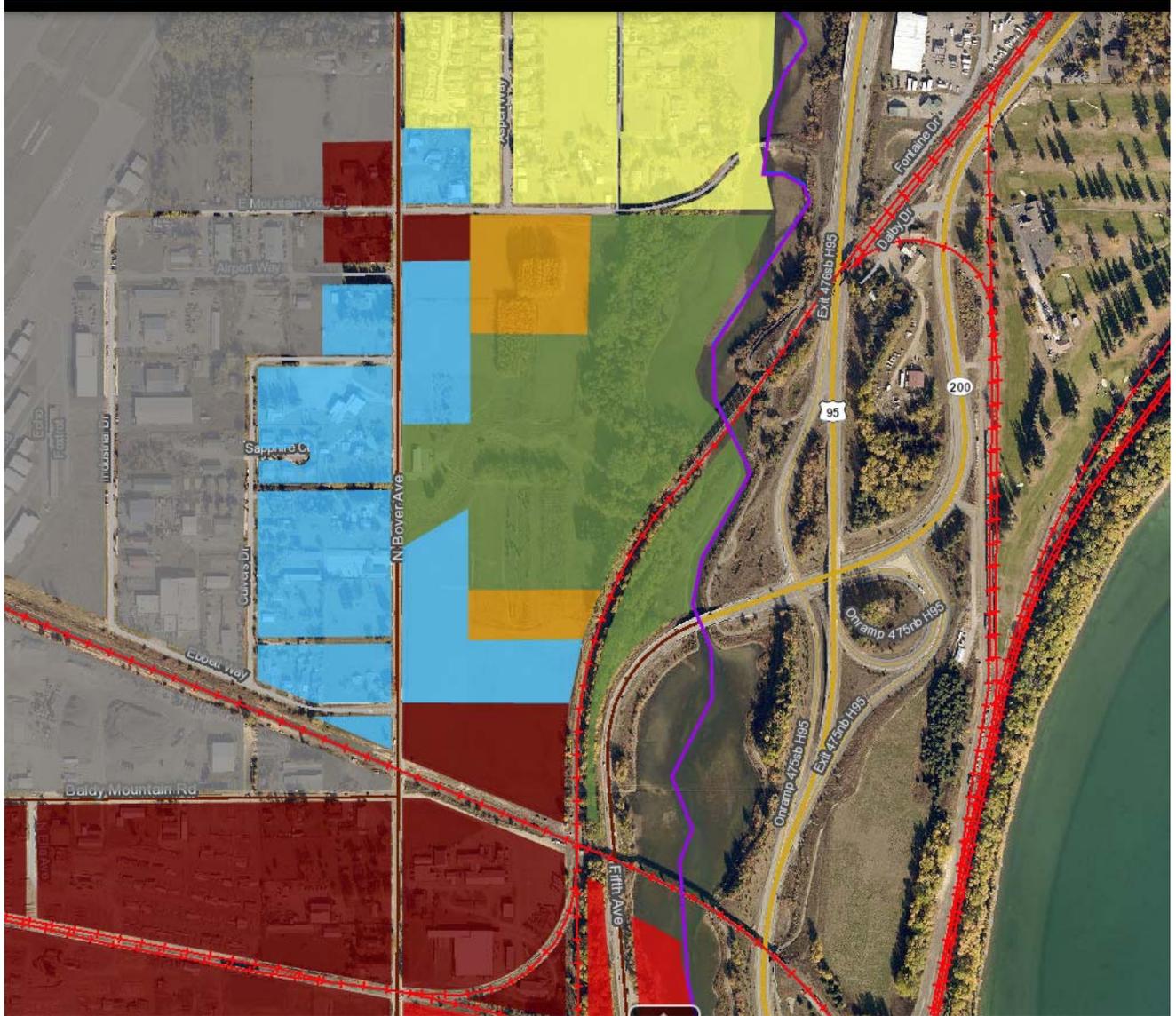
It is my understanding that the City of Sandpoint requires further confirmation in the form of written consent to my approval of the application for subdivision of this property. In my capacity as Manager of M & W Holdings LLC, please consider consent approved and provided. It is my desire that you provide upon their request all pertinent permits, correspondence and files associated with the property and recognize Whiskey Rock Planning as my representative.

Sincerely,



Derek Mulgrew
Manager
M & W Holdings LLC

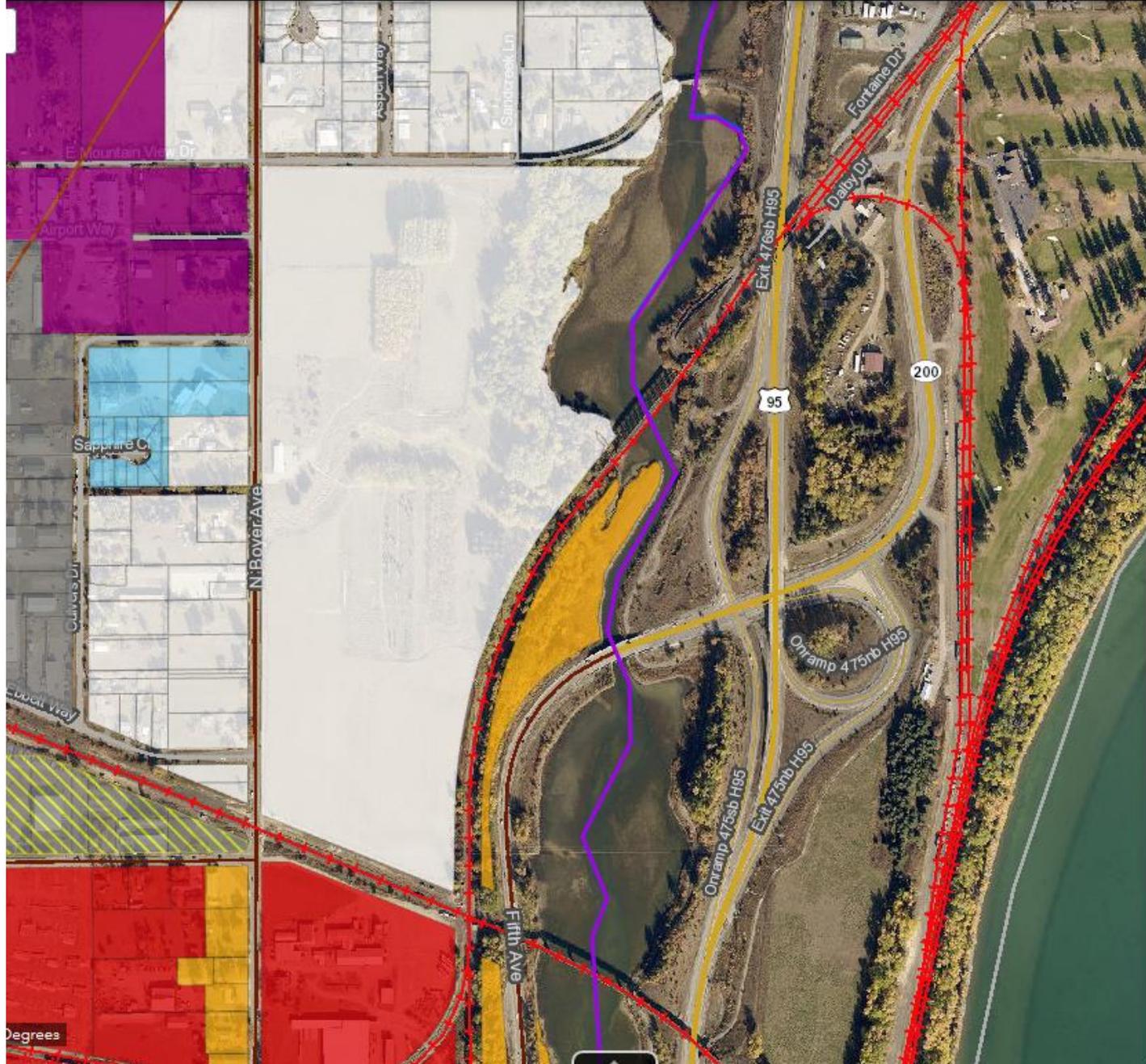
cc: Jeremy Grimm, President, Whiskey Rock Planning + Consulting,
jeremy@whiskeyrockplanning.com 208.946.9944



▼ Comp Plan Land Use Map ...

- Context Area 2
- Context Area 3
- Context Area 3B
- Context Area 4
- Context Area 5
- Industrial
- Park
- Context Area 1.5

▶ Parcels Lots Subdivisions ...



Layer List

- Zoning
 - Airport Runway Protection Zone
 - Airport Safety Zone
- Zoning
 - Commercial A - CA
 - Commercial B - CB
 - Commercial C - CC
 - Industrial Business Park - IBP
 - Industrial General - IG
 - IBP uses also allowed (subject to design standards)
 - Industrial Technical Park - ITP
 - Residential Multifamily - RM
 - Rural Residential - RR1
 - Residential Single Family - RS
 - Mixed Use Residential - MUR
- Comp_Plan_Land_Use_Map
- Parcels Lots Subdivisions
- Transportation
- Utilities
- Recreation
- Wetlands
- NRCS Soil Survey



ALTA COMMITMENT FOR TITLE INSURANCE

Issued By

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

NOTICE

IMPORTANT – READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY’S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I – Requirements; Schedule B, Part II – Exceptions; and the Commitment Conditions, **Old Republic National Title Insurance Company**, a Florida Corporation (the “Company”), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I – Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

**Issued through the office of:
First American Title Company
1866 North Lakewood Drive Coeur
d'Alene, ID 83814
(208)667-0567**

By  President
Attest  Secretary



Authorized Signature

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA ® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I – Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without.

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I-Requirements;
- (f) Schedule B, Part II-Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I – Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II – Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

This page is only a part of a 2016 ALTA ® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II – Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company’s only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company’s agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company’s agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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ALTA Commitment for Title Insurance

Issued By

Old Republic National Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent and Office: First American Title Company, 1866 North Lakewood Drive, P.O. Box 1747, Coeur d'Alene, ID 83816 (208)667-0567

Issuing Office's ALTA ® Registry ID: 0000902

Loan ID No.:

Issuing Office Commitment/File No.: 867698-S

Property Address: NNA N Boyer Avenue, Sandpoint, ID 83864

Revision No.: 1

SCHEDULE A

1. Commitment Date: October 8, 2019 at 7:30 A.M.

2. Policy (or Policies) to be issued: Premium Amount reflects applicable rate

(a) [x] 2006 ALTA ® Standard Owner's Policy

Proposed Insured: Tim McDonnell

Proposed Policy Amount: \$4,000,000.00

Endorsements:

Premium Amount \$ 9050.00

\$

(b) [x] 2006 ALTA ® Extended Loan Policy

Proposed Insured: Gesa Credit Union, its successors and/or assigns as defined in the Conditions of the policy, as their interests may appear.

Proposed Policy Amount: \$3,627,000.00

Endorsements:

Premium Amount \$ 2567.00

\$

(c) [] ALTA ® Policy

Proposed Insured:

Proposed Policy Amount: \$

Endorsements:

Premium Amount \$

\$

3. The estate or interest in the Land described or referred to in this Commitment is fee simple.

4. The Title is, at the Commitment Date, vested in: The Regents of the University of Idaho, a Corporation

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5. The Land is described as follows:

The land referred to herein is described in the Legal Description attached hereto as Exhibit A.



By:

Authorized Countersignature
(This Schedule A valid only when Schedule B is attached.)

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Exhibit "A"

Real property in the County of Bonner, State of Idaho, described as follows:

THE EAST HALF OF SECTION 15, TOWNSHIP 57 NORTH, RANGE 2 WEST BOISE MERIDIAN, LYING WEST OF SAND CREEK AND NORTH OF THE PRESENT WYE OR RAILROAD TRACT CONNECTING THE NORTHERN PACIFIC, THE SPOKANE INTERNATIONAL AND THE GREAT NORTHERN RAILWAYS, LESS COUNTY ROADS.

ALSO LESS THAT PARCEL CONVEYED TO THE STATE OF IDAHO BY QUITCLAIM DEED RECORDED DECEMBER 15, 1958 UNDER INSTRUMENT NO. 68533 IN BOOK 100 OF DEEDS, PAGE 151, RECORDS OF BONNER COUNTY, IDAHO.

ALSO LESS THAT PARCEL CONVEYED TO THE GREAT NORTHERN RAILWAY COMPANY BY CORRECTION DEED RECORDED AUGUST 7, 1967 UNDER INSTRUMENT NO. 112131, IN BOOK 122 OF DEEDS, PAGE 213, RECORDS OF BONNER COUNTY, IDAHO.

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ALTA Commitment for Title Insurance

Issued By

Old Republic National Title Insurance Company

SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. If any document in the completion of this transaction is to be executed by an attorney-in-fact, the Power of Attorney must be submitted for review prior to closing.
6. Idaho Code §31-3504 permits the state or counties that provide indigent medical assistance to a lien upon real property of the person provided assistance. We require the attached affidavit to be completed prior to recording to eliminate an exception to such lien.
7. We require a certified copy of the corporate resolution authorizing the sale and directing the execution of the forthcoming deed.
8. The policy liability contemplated by this transaction exceeds our local limit. Underwriter approval must be obtained from the Home Office or Regional Office prior to closing. Please contact the title officer in advance of the closing date to discuss the specifics of the proposed transaction, including identity of proposed insureds, endorsement requirements, and exceptions which are to be eliminated.

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ALTA Commitment for Title Insurance

Issued By

Old Republic National Title Insurance Company

**SCHEDULE B, PART II
Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records.
2. Any facts, rights, interests, or claims which are not shown by the Public Records but which could be ascertained by an inspection of said Land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any liens, or rights to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.

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8. 2019 taxes are an accruing lien, not yet due and payable until the fourth Monday in November of the current year. The first one-half is not delinquent until after December 20 of the current year, the second one-half is not delinquent until after June 20 of the following year.

Taxes which may be assessed and entered on the property roll for 2019 with respect to new improvements and first occupancy, which may be included on the regular property, which are an accruing lien, not yet due and payable.

General taxes as set forth below. Any amounts not paid when due will accrue penalties and interest in addition to the amount stated herein:

Year	Original Amount	Amount Paid	Parcel Number
2018	\$Tax Exempt	\$Tax Exempt	RPS00000150750A

Homeowners Exemption is not in effect for 2018.
Circuit breaker is not in effect for 2018.

9. Any claim arising from the difference in the mean high water line of Sand Creek and the meander line as shown by the Original Government Survey.
10. Right, title and interest of the State of Idaho within the natural bed of Sand Creek below the ordinary high water line, and also excepting any artificial accretions waterward of said ordinary low water line.
11. Title to the State of Idaho to the bed of Sand Creek, a navigable body of water, to the natural or ordinary high water line.
12. Easement for Right of Way granted to County of Bonner, recorded August 27, 1924, as Instrument No. 59086, Book 42, Deeds Page 617.
13. A perpetual right of way and easement to overflow, flood and submerge a portion of the herein described property, upon the terms and provisions therein set forth as condemned by the United States of America, by Judgment on Declaration of Taking, recorded August 11, 1952, Book 14 of Judgments, page 96, records of Bonner, ID.
14. Easement for railroad purposes granted to Spokane International Railroad Company, recorded February 10, 1954, as Instrument No. 48222, Book 20, Misc. Page 536.
15. Easement for granted to Pacific Power and Light Company, a corporation, recorded January 24, 1957, as Instrument No. 60015, Book 23, Misc. Page 431.
16. Easement for utilities granted to The City of Sandpoint Idaho a municipal corporation of the State of Idaho, recorded January 18, 1994, as Instrument No. 438967.
17. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded November 6, 1997, as instrument number 513676, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

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18. Easement for power line granted to Mountain States Power Company, recorded January 12, 1998, as Instrument No. 517238.
19. Easement for power line granted to The Washington Water Power Company, recorded July 6, 1998, as Instrument No. 526964.
20. Easement for right of way granted to City of Sandpoint, a municipal corporation, recorded August 6, 2004, as Instrument No. 656515.

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INFORMATIONAL NOTES

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Schedule of Development Impact Fees: OUTSIDE DOWNTOWN URA

Sandpoint, Idaho

2011 UPDATE

COUNCIL ADOPTED ON 12.29.11 - FINAL FEES

ENTER DEVELOPMENT
INFORMATION HERE



OUTSIDE DOWNTOWN URA*

Adopted Impact Fees

			TOTAL Impact Fee	ENTER NUMBER OF HOUSING UNITS	TOTAL Impact Fee
Residential					
	Number of Bedrooms	Per Unit			
Multifamily/Other	All Sizes	\$4,006		0.00	\$0.00
Single Family	0-3	\$3,895		0.00	\$0.00
Single Family	4+	\$5,648		0.00	\$0.00
TOTAL				0.00	\$0.00

			ENTER GROSS SQUARE FEET	TOTAL Impact Fee
Nonresidential				
		Per SF		
820	Commercial / Shpg Ctr Average	\$3.72	0	\$0.00
710	Office	\$1.34	0	\$0.00
151	Mini-Warehouse	\$0.31	0	\$0.00
150	Warehousing	\$0.43	0	\$0.00
140	Manufacturing	\$0.46	0	\$0.00
110	Light Industrial	\$0.85	0	\$0.00
TOTAL			0	\$0.00

GRAND TOTAL GROSS IMPACT FEE	\$0.00
-------------------------------------	---------------

GRAND TOTAL NET IMPACT FEE	\$0
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* See other fee schedules for Downtown Urban Renewal Area

Schedule of Development Impact Fees: INSIDE DOWNTOWN URA

Sandpoint, Idaho

2011 UPDATE

COUNCIL ADOPTED ON 12.29.11 - FINAL FEES

ENTER DEVELOPMENT
INFORMATION HERE



INSIDE DOWNTOWN URA*

Adopted Impact Fees

			TOTAL Impact Fee	ENTER NUMBER OF HOUSING UNITS	TOTAL Impact Fee
		<i>Number of Bedrooms</i>	<i>Per Unit</i>		
Residential					
Multifamily/Other	All Sizes		\$3,569	0	\$0.00
Single Family	0-3		\$3,417	0	\$0.00
Single Family	4+		\$5,006	0	\$0.00
			TOTAL	0	\$0.00

			ENTER GROSS SQUARE FEET	TOTAL Impact Fee
		<i>Per SF</i>		
Nonresidential				
820	Commercial / Shpg Ctr Average		0	\$0.00
710	Office		0	\$0.00
151	Mini-Warehouse		0	\$0.00
150	Warehousing		0	\$0.00
140	Manufacturing		0	\$0.00
110	Light Industrial		0	\$0.00
			TOTAL	0

GRAND TOTAL GROSS IMPACT FEE	\$0.00
-------------------------------------	---------------

GRAND TOTAL NET IMPACT FEE	\$0
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*Reduced due to credit in Downtown Urban Renewal Area

ORDINANCE NO. 1264

AN ORDINANCE OF THE CITY OF SANDPOINT, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, REVISING THE DEVELOPMENT IMPACT FEE REGULATIONS TITLE OF THE SANDPOINT CITY CODE; AMENDING SECTION 12-1-1 TO ADD AND REVISE DEFINITIONS; AMENDING SECTION 12-1-4 TO ESTABLISH A NEW CAPITAL IMPROVEMENT PLAN; AMENDING SECTION 12-1-5 TO REVISE THE BASIS OF FEES; AMENDING SECTION 12-1-6 TO REVISE THE METHODOLOGY AND PROPORTIONATE SHARE DETERMINATION; AMENDING SECTION 12-1-5 TO ESTABLISH AND INCORPORATE THE "2011 CAPITAL IMPROVEMENT PLANS AND DEVELOPMENT IMPACT FEES" STUDY DATED SEPTEMBER 28, 2011; PROVIDING FOR LIBERAL CONSTRUCTION; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS: After a public hearing by the City Council to consider a report titled, "2011 CAPITAL IMPROVEMENT PLANS AND DEVELOPMENT IMPACT FEES", dated September 28, 2011, hereinafter referred to in this Ordinance as "Report", the City Council has made and does hereby make the following findings, to wit:

1. That the City is responsible for and committed to the provision of public facilities and services at levels necessary to cure any existing public service deficiencies in already developed areas;
2. That such facilities and service levels shall be provided by the City utilizing funds allocated via the capital budget and capital improvements programming processes and relying upon the funding sources indicated therein;
3. That new development, however, will cause and impose increased and excessive demands on existing City public facilities and services that would not otherwise be necessary;
4. That the City Council has considered and accepted the findings contained in the Report, which indicates forecasted growth projections, public facilities analysis and the methodology for the determination of impact fees, and these findings are incorporated herein by reference;
5. That the forecasted growth projections as contained in the Report are based on the City's existing Comprehensive Plan;
6. That the forecasted growth projections as contained in the Report indicate that such development will continue and will place ever increasing demands on the City to provide necessary public facilities;

7. That to the extent new development places demands on public facility infrastructure, those demands should be satisfied by shifting the responsibility for financing the provision of such facilities from the public at large to the developments actually creating the demands;

8. That the amount of the impact fee to be imposed shall be determined by the cost of the additional public facilities needed to support such development;

9. That the City Council, after careful consideration of the matter, hereby finds and declares that an impact fee imposed upon future development to finance public facilities, the demand for which is created by such development is in the best interest of the general welfare of the City and its residents, is equitable, does not impose an unfair burden on such development by forcing developers and builders to pay more than their fair share or proportionate share of the cost, and deems it advisable to adopt this ordinance as hereinafter set forth; and

10. That there is a reasonable relationship between the amount of the impact fee and the cost of public facilities attributable to the development upon which the fee will be imposed, because the fee is based only on the cost of providing the facilities necessary to serve the new development, as discussed in the Report.

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and City Council of the City of Sandpoint:

Section 1: That Sandpoint Municipal Code Title 12, Chapter 1, is hereby amended as follows:

12-1-1: TITLE, PURPOSE AND DEFINITIONS:

A. The provisions of this chapter shall be known as the *CITY OF SANDPOINT DEVELOPMENT IMPACT FEE ORDINANCE*. The purpose of these regulations are to prescribe the procedure whereby developers of land shall pay an impact fee as set forth in this chapter for the purpose of providing the public facilities and system improvements needed to serve future residents and users of such development. It is further the purpose of this chapter to:

1. Ensure that adequate facilities are available to serve new growth and development;
2. Promote orderly growth and development by establishing uniform standards by which the City may require that those who benefit from new growth and development pay a proportionate share of the cost of new public facilities needed to serve new growth and development;
3. Ensure that those who benefit from new growth and development are required to pay no more than their proportionate share of the cost of public facilities needed to serve new growth and development and to prevent duplicate and ad hoc development requirements;
4. Collect and expend development impact fees pursuant to the enabling powers granted by the provision of the Idaho development impact fee act, title 67, chapter 82, Idaho Code;

5. Provide the legal and procedural basis for the implementation of development impact fees within the area of City impact; and

6. Ensure that any capital improvement funded wholly or in part with impact fee revenue shall first be included in an approved Capital Improvements Plan that lists the capital improvements that may be funded with impact fee revenues as well as the estimated costs and timing for each improvement.

B. As used in this chapter, the following words and terms shall have the following meanings, unless another meaning is plainly intended:

BEDROOM: A private room in a dwelling that is larger than 100 square feet gross floor area, including closet space, meets the building code egress requirements of the International Building Code, is separable from other rooms by a door or door frame that can be used for a standard door, does not have facilities or furnishings for cooking, eating, or laundering and is not solely a bathroom, a living room, a den/family room, a kitchen, a dining room, a laundry room or a utility room for HVAC equipment.

BUILDING PERMIT: The permit required for new construction and additions.

CAPITAL IMPROVEMENTS: Improvements with a useful life of twenty (20) years or more, by new construction or other action, which increase the service capacity of a public facility, or service improvement.

CAPITAL IMPROVEMENTS PLAN: A plan adopted and amended pursuant to the provisions of the Idaho Development Impact Fee Act, Idaho Code § 67-8208, which identifies capital improvements for which development impact fees may be used as a funding source. The Capital Improvements Plan is included as part of the "2011 Capital Improvement Plans and Development Impact Fees" study prepared by TischlerBise, dated September 28, 2011, along with all footnotes, exhibits, appendices, addenda, and other attachments referenced therein, a copy of which is on file with the City Clerk's office, and which is hereinafter referred to as "Report" for purposes of this chapter~~part of the "Sandpoint development impact fee program/capital improvement plan".~~

CITY: The City of Sandpoint, a municipal corporation duly organized pursuant to the laws of the state of Idaho.

DEVELOPMENT: Any manmade change to improved or unimproved real property, the use of any principal structure or land, or any other activity that requires issuance of a building permit, or manufactured/mobile home permit, which creates additional demand and need for public facilities.

DEVELOPMENT APPROVAL: Any written duly authorized document from the city that authorizes the commencement of a development.

DEVELOPMENT IMPACT FEE: A payment of money imposed as a condition of development approval to pay for a proportionate share of the cost of system improvements needed to serve the development. The proportionate share, including associated Capacity Demands, is included in the Report. This term is also referred to as an impact fee in this chapter. The term does not include the following:

1. A charge or fee to pay the administrative, plan review or inspection cost associated with permits required for development;
2. Connection or hookup charges;
3. Availability charges for drainage, sewer, water, or transportation charges for services provided directly to the development; or
4. Amounts collected from a developer in a transaction in which the City has incurred expenses in constructing capital improvements for the development if the owner or developer has agreed to be financially responsible for the construction or installation of the capital improvements, unless a written agreement is made pursuant to section 67-8209(4), Idaho Code, for credit or reimbursement.

DEVELOPMENT REQUIREMENT: A requirement attached to a developmental approval or other governmental action approving or authorizing a particular development project including, but not limited to, a rezoning, which requirement compels the payment, dedication or contribution of goods, services, land, or money as a condition of approval.

EXTRAORDINARY COSTS: Those costs incurred as a result of an extraordinary impact.

EXTRAORDINARY IMPACT: An impact which is reasonably determined by the City to:

1. Result in the need for system improvements, the cost of which will significantly exceed the sum of the development impact fees to be generated from the project or the sum agreed to be paid pursuant to a development agreement as allowed by section 67-8214(2), Idaho Code;
2. Result in the need for system improvements which are not identified in the Capital Improvements Plan;
3. Have an impact which results in a lower than acceptable level of service.

FEE PAYER: That person who pays or is required to pay a development impact fee.

GROSS FLOOR AREA: The sum of the areas of the several floors of the building or structure, including areas used for human occupancy or required for the conduct of the business or use, as measured from the exterior faces of the walls. It does not include cellars, unenclosed porches, or attics when not used for human occupancy, nor any floor space in an accessory building, carport,

or the main building intended or designed for the parking of motor vehicles in order to meet any City parking requirement nor nonresidential facilities; arcades, porticoes, and similar open areas which are located at or near street level, which are accessible to the general public, and which are not designed or used as sales, display, storage, service, or production areas.

IMPACT FEE: See definition of Development Impact Fee.

LAND USE ASSUMPTIONS: A description of the service area and projections of land uses, densities, intensities, and population in the service area over at least a twenty (20) year period.

LEVEL OF SERVICE: A measure of the relationship between service capacity and service demand for public facilities.

MANUFACTURED HOME: A structure, constructed according to HUD/FHA manufactured home construction and safety standards, transportable in one or more sections, which:

1. In the traveling mode, is eight feet (8') or more in width or is forty (40) body feet or more in length, or
2. When erected on site, is three hundred twenty (320) or more square feet; and
3. Is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities; and
4. Includes the plumbing, heating, air conditioning, and electrical systems contained therein;
5. Except that such term shall include any structure which meets all the requirements of this definition except the size requirements and with respect to which the manufacturer voluntarily files a certification required by the secretary of housing and urban development and complies with the standards established under 42 USC 5401 et seq.

MOBILE HOME: A structure similar to a manufactured home, but built to a mobile home code prior to June 15, 1976, the date of enactment of the federal manufactured housing and safety standards act (HUD code).

MODULAR BUILDING: Any building or building component, other than a manufactured/mobile home, which is constructed according to standards contained in the applicable building code, as adopted or any amendments thereto, which is of closed construction and is either entirely or substantially prefabricated or assembled at a place other than the building site.

PRESENT VALUE: The total current monetary value of past, present, or future payments, contributions or dedications of goods, services, materials, construction, or money.

PROJECT: A particular development on an identified parcel of land.

PROJECT IMPROVEMENTS: In contrast to system improvements, project improvements are site improvements and facilities that are planned and designed to provide service for a particular development project and that are necessary for the use and the convenience of the occupants or users of the project.

PROPORTIONATE SHARE: That portion of the cost of system improvements determined pursuant to the formula for assessment of impact fees set forth in the Report and in the fee resolution adopted by the City Council to implement its provisions. The proportionate share of the costs attributable to new development are based upon the plans and formulae made applicable through the Report in a manner consistent with requirements of chapter 82, title 67, Idaho Code. section 67-8207, Idaho Code, which reasonably relates to the service demands and needs of the project.

PUBLIC FACILITIES: Those types of improvements described in Idaho Code § 50-1703, including, but not limited to, the following:

1. Parks, open space and recreation areas, and related capital improvements; and
2. Public safety facilities.

RECREATIONAL VEHICLE: A vehicular type unit primarily designed as temporary quarters for recreational, camping, or travel use, which either has its own motive power or is mounted on or drawn by another vehicle.

SERVICE UNIT: A standardized measure of consumption, use, generation, or discharge attributable to an individual unit of development calculated in accordance with generally accepted engineering or planning standards for a particular public facility category (i.e., parks, police) of capital improvements.

SYSTEM IMPROVEMENTS: In contrast to project improvements, means capital improvements to public facilities which are designed to provide service to a service area including, and without limitation, the type of improvements described in section 50-1703, Idaho Code.

SYSTEM IMPROVEMENTS COSTS: Costs incurred for construction or reconstruction of system improvements, including design, acquisition, engineering and other costs attributable thereto, and also including, without limitation, the type of costs described in section 50-1702(h), Idaho Code, to provide additional public facilities needed to service new growth and development. For clarification, system improvement costs do not include:

1. Construction, acquisition or expansion of public facilities other than capital improvements identified in the Capital Improvements Plan;

2. Repair, operation or maintenance of existing or new capital improvements;
3. Upgrading, updating, expanding or replacing existing capital improvements to serve existing development in order to meet stricter safety, efficiency, environmental or regulatory standards;
4. Administrative and operating costs of the City unless such costs are attributable to development of the Capital Improvements Plan, as provided in section 67-8208, Idaho Code; or
5. Principal payments and interest or other finance charges on bonds or other indebtedness except financial obligations issued by or on behalf of the City to finance capital improvements identified in the Capital Improvements Plan.

UNIT(S) OF DEVELOPMENT: A quantifiable increment of development activity measured in terms of dwelling units, or other appropriate measurements contained in the impact fee schedule incorporated in the Report.

12-1-2: APPLICATION:

A. The provisions of this chapter shall apply uniformly to all those who benefit from new growth and development except as provided below.

B. The provisions of this chapter shall not apply to the following:

1. Rebuilding the same amount of floor space of a structure that was destroyed by fire or other catastrophe, providing the structure is rebuilt and ready for occupancy within two (2) years of its destruction;
2. Remodeling or repairing a structure that does not increase the number of service units;
3. Replacing a residential unit, including a modular building or manufactured/mobile home, with another residential unit on the same lot, provided that the number of service units does not increase;
4. Placing a temporary construction trailer or office on a lot;
5. Constructing an addition on a residential structure that does not increase the number of service units;
6. Adding uses that are typically accessory to residential uses, such as tennis courts or clubhouse, unless it can be clearly demonstrated that the use creates a significant impact on the capacity of system improvements;
7. Upon demonstration by fee payer by documentation such as utility bills and tax records, to the installation of a modular building, manufactured/mobile home or recreational vehicle on that

same lot or space for which a development impact fee has been paid previously, and as long as there is no increase in service units.

C. An exemption must be claimed by the fee payer upon application for a building permit. Any exemption not so claimed shall be deemed waived by the fee payer. Applications for exemption shall be submitted to and determined by the City Clerk, or his or her duly designated agent, within ninety (90) days. Appeals of the City Clerk's, or his or her duly designated agent, determination shall be made under the provisions of section 12-1-11, "Appeals", of this chapter.

12-1-3: COLLECTION OF IMPACT FEE:

A. The development impact fee shall be paid and collected at the time of issuance of a building permit or a manufactured/mobile home installation permit.

B. No building permit or other equivalent City approval shall be issued for "development" as herein defined unless the impact fee is paid pursuant to this chapter.

C. A manufactured/mobile home unit may not locate on a manufactured/mobile home site unless the impact fee is paid pursuant to this chapter or has been paid on a previous manufactured/mobile home unit on the same site.

D. In the event payment is dishonored, the City shall have all lawful remedies including, but not necessarily limited to, the withholding of utility services, the imposition of reasonable interest and penalties, the imposition of liens pursuant to chapter 5, title 45, Idaho Code, the withholding of other City approvals required for the development of other properties owned by the fee payer, and the issuance of "stop work" orders, and the revocation or suspension of the building permit.

12-1-4: CAPITAL IMPROVEMENT PROJECTS:

The capital improvement projects to be financed by the impact fee are those as listed in the Report, incorporated herein by reference, along with all footnotes, exhibits, appendices, and other attachments referenced.

12-1-5: CALCULATION OF IMPACT FEE:

A. Procedure: The City shall calculate the amount of the impact fee due for each building permit and manufactured/mobile home installation permit by the procedure set forth in the "report".

B. Accounting Principles: The calculation of a development impact fee shall be in accordance with generally accepted accounting principles. A development impact fee shall not be deemed invalid because payment of the fee may result in an incidental benefit to owners or developers within the service area other than the person paying the fee.

C. Basis Of Fee: A development impact fee shall be calculated on the basis of the performance standard for public facilities adopted in this chapter and in the Report that are applicable to existing development as well as new growth and development. The construction, improvement, expansion or enlargement of new or existing public facilities for which a development impact fee is imposed must be attributable to the capacity demands generated by the new development.

D. Mix Of Uses: If the development for which a building permit is sought contains a mix of uses, the impact fee will be calculated for each type of use.

E. Certification: Prior to making an application for a building permit or manufactured/mobile home installation permit, a prospective applicant may request in writing a written certification of the development impact fee schedule or individual assessment for a particular project which shall establish the development fee for a period of one year from the date of certification. The certification shall include an explanation of facilities considered under section 67-8207, Idaho Code. The certification shall specify the system improvement(s) for which the impact fee is intended to be used.

F. Individual Assessment: Individual assessment of impact fees is permitted in situations where the fee payer can demonstrate by clear and convincing evidence that the established impact fee is inappropriate.

1. Individual assessments of development impact fees may be made by application to the City Clerk, or his or her duly designated agent, prior to receiving building permits, manufactured/mobile home installation permits, or other necessary approvals from the City. The City Clerk, or his or her duly designated agent, shall evaluate such individual assessments under the guidelines provided for in subsection F4 of this section. If the guidelines are met, the individual assessment shall be approved by the City Clerk, or his or her duly designated agent. Any decision regarding a request for an individual assessment shall be provided in writing to the applicant and a copy of said decision, along with supporting documentation, shall be provided to the City Council within thirty (30) days of the decision.

2. Late applications for individual assessments may be submitted within thirty (30) days after the receipt of a building permit only if the fee payer makes a showing that the facts supporting such application were not known or discoverable prior to receipt of a building permit and that undue hardship would result if said application is not considered.

3. The City Clerk, or his or her duly designated agent, shall render a written decision regarding the individual assessment and forward it to the City Council within thirty (30) days of the date a complete application is submitted. The decision of the City Clerk, or his or her duly designated agent, shall establish the impact fee for the project in question for a period of one year from the date said decision becomes final.

4. The City Clerk, or his or her duly designated agent, shall evaluate an application for individual assessment and may approve the same if fee payer has shown by clear and convincing evidence that the established impact fee is inappropriate and that the following facts and conditions exist:

a. Exceptional or extraordinary circumstances or conditions apply to the development that does not apply generally to other properties in the vicinity of the development.

b. An individual assessment is necessary for the reasonable and acceptable development of the property.

c. The approval of the individual assessment will not be materially detrimental to the public welfare or injurious to property in the vicinity in which the development is located.

d. The approval of the individual assessment will not adversely affect the Capital Improvement Plan for the City.

5. Appeals to the City Clerk, or his or her duly designated agent, determination of individual assessment shall be made to the City Council by the filing of an appeal with the City Clerk within thirty (30) days of the date of mailing, faxing, or personal delivery of written notice of the decision of the city clerk, or his or her duly designated agent. Final determination regarding the appeal of individual assessments shall be made by the City Council. (Ord. 1139, 11-30-2005)

12-1-6: METHODOLOGY FOR CALCULATION:

A. The amount of the impact fee shall be calculated using the methodology contained in the Report.

B. A development impact fee shall not exceed a proportionate share of the cost of system improvements determined in accordance with section 67-8207, Idaho Code. Development impact fees shall be based on actual system improvement costs or reasonable estimates of such costs.

C. A developer shall have the right to elect to pay a project's proportionate share of system improvement costs by payment of development impact fees according to the fee schedule as full and complete payment of the development project's proportionate share of system improvement costs, except as provided in section 67-8214(3), Idaho Code. The schedule of development impact fees for various land users per unit of development shall be as set forth in the "report".

D. Proportionate share determination:

1. All development impact fees shall be based on the proportionate share, including associated Capacity Demands that are included in the Report. ~~a reasonable and fair formula or method under which the development impact fee imposed does not exceed a proportionate share of the costs incurred or to be incurred by the city in the provision of system improvements to serve the~~

~~new development.~~ The proportionate share is the cost attributable to the new development after the City considers the following:

- a. Any appropriate credit, offset, or contribution of money, dedication of land, or construction of system improvements;
- b. Payments reasonably anticipated to be made by or as a result of a new development in the form of user fees, debt service payments, or taxes which are dedicated for system improvements for which development impact fees would otherwise be imposed; and
- c. All other available sources of funding such system improvements.

2. In determining the proportionate share of the cost of system improvements to be paid by the developer, the following factors shall be considered by the city:

- a. The cost of existing system improvements within the service area or areas;
- b. The means by which existing system improvements have been financed;
- c. The extent to which the new development will contribute to the cost of system improvements through taxation, assessments, or developer or landowner contributions, or has previously contributed to the cost of system improvements through developer or landowner contributions;
- d. The extent to which the new development is required to contribute to the cost of existing system improvements in the future;
- e. The extent to which the new development should be credited for providing system improvements, without charge to other properties within the service area or areas;
- f. Extraordinary costs, if any, incurred in serving the new development;
- g. The time and price differential inherent in a fair comparison of fees paid at different times; and
- h. The availability of other sources of funding system improvements including, but not limited to, user charges, general tax levies, intergovernmental transfers, and special taxation. The City shall develop a plan for alternative sources of revenue, which shall include, but not necessarily be limited to, plans generated during the City's annual budget process, lobbying efforts, tax increment financing, implementation of user fees and various forms of utilities.

12-1-7: ANNUAL ADJUSTMENT:

This chapter provides for an automatic annual adjustment to the impact fee based on the constructions materials index for Seattle, Washington. The adjustment may increase or decrease

the impact fee depending on the value of the index for that year. The annual effective date of this fee adjustment shall coincide with the beginning date of the City's annual budget.

12-1-8: ADMINISTRATION:

A. Transfer Of Funds To City Treasurer: Upon receipt of impact fees, the City Treasurer, or his or her duly designated agent, shall be responsible for placement of such funds into separate accounts as hereinafter specified. All such funds shall be deposited in interest bearing accounts, within the capital projects fund, in a bank authorized to receive deposits of City funds. Interest earned by each account shall be credited to that account and shall be used solely for the purposes specified for funds of such account.

B. Establishment And Maintenance Of Accounts: The City Finance Officer, or his or her duly designated agent, shall establish separate accounts and maintain records for each such account whereby impact fees collected can be segregated.

C. Maintenance Of Records: The City Finance Officer, or his or her duly designated agent, shall maintain and keep accurate financial records for each such account that shall show the source and disbursement of all revenues; that shall account for all monies received; that shall ensure that the disbursement of funds from each account shall be used solely and exclusively for the provision of projects specified in the Capital Improvements Plan; and that shall provide an annual accounting for each impact fee account showing the source and amount of all funds collected and the projects that were funded.

D. Category For Fees: Development impact fees shall only be spent for the public facility category (i.e., parks, police, fire and circulation) of system improvements for which the fees are collected and either within or for the benefit of the service area in which the project is located.

E. Review And Modification: Unless the City Council deems some other time period is appropriate, the City shall at least once every five (5) years commencing from the date of the original adoption of the Capital Improvement Plan, review the development potential of the area and update the Capital Improvements Plan in accordance with the procedures set forth in Idaho Code section 67-8206. The City may make any updates as are deemed necessary as a result of: 1) development occurring in the prior year; 2) capital improvements actually constructed; 3) changing facility needs; 4) inflation; 5) revised cost estimates for capital improvements; 6) changes in the availability of other funding projects; and 7) such other factors as may be relevant.

F. Capital Budget: The City shall annually adopt a capital budget.

G. Annual Report: As part of its annual audit process, the City shall prepare an annual report describing the amount of all development impact fees collected, appropriated, or spent during the preceding year by category of public facility and service area.

H. Earmarking And Expenditure Of Fees: All other requirements of Idaho Code 67-8210, regarding earmarking and expenditure of collected development impact fees, shall apply.

12-1-9: CREDITS AND REIMBURSEMENT:

A. In the calculation of development impact fees for a particular project, credit or reimbursement shall be given for the present value of any construction of system improvements or contribution or dedication of land or money required by the City from a developer for system improvements of the public facility category (i.e., parks, police, fire, circulation) for which the development impact fee is being collected. Credit or reimbursement shall not be given for project improvements.

B. If a developer is required to construct, fund or contribute system improvements in excess of the development project's proportionate share of system improvement costs, the developer shall receive a credit on future impact fees or be reimbursed at the developer's choice for such excess construction, funding or contribution from development impact fees paid by future development which impacts the system improvements constructed, funded or contributed by the developer(s) or fee payer. If a credit for the payment of future impact fees is requested, the credit shall be given only for the public facility category that received system improvements in excess of the development's proportionate share.

C. If credit or reimbursement is due to the developer pursuant to this section, the City shall enter into a written agreement, with the fee payer, negotiated in good faith, prior to the construction, funding, or contribution. The agreement shall provide for the amount of credit or the amount, time and form of reimbursement.

D. No credits shall be given for the construction of local on site facilities, structures, improvements, or other project improvements required by zoning, subdivision, or other City regulations unless the improvement is identified in the "report" as a system improvement.

E. Any person requesting such credit or reimbursement shall submit their request in writing on a form provided by the City and present documentation of costs or payments for facilities to the City Clerk or his or her duly designated agent prior to issuance of a building permit or manufactured/mobile home installation permit. The determination shall be made no more than forty five (45) days after complete documentation is submitted to the City Clerk or his or her duly designated agent. Any appeal from such a determination by the City Clerk, or his or her duly designated agent, shall be pursuant to section 12-1-11 of this chapter. (Ord. 1139, 11-30-2005)

12-1-10: REFUNDS:

A. The current owner or contract purchaser of property on which an impact fee has been paid may request a refund of such fee if:

1. Service is available but never provided;
2. The project for which a building permit has been used has been lawfully altered resulting in a decrease in the amount of the impact fee due;
3. The City, after collecting the fee when service is not available, has failed to appropriate and expend the collected development impact fees pursuant to section 67-8210(4) Idaho Code; or
4. A building permit or permit for installation of a manufactured/mobile home is denied or abandoned.

B. The request for refund must be filed in writing and submitted to the City Clerk or his or her duly designated agent on a form provided by the City for such purpose. The owner shall provide such documentation as the City Clerk, or his or her duly designated agent, may require proving such satisfaction, reconveyance, or releases from contract sellers, mortgagees, lien holders, and/or others having an interest in the real property for which an impact fee has been paid.

C. A request for refund must be filed within the time allowed by law.

D. Within ninety (90) days of the date of receipt of a request for refund, the City Clerk or his or her duly designated agent must provide the owner, in writing, with a decision on the refund request including the reasons for the decision. If a right to refund exists, the City is required to send a refund to the owner of record within ninety (90) days after it is determined that a refund is due. A refund shall include a refund of interest at one-half ($\frac{1}{2}$) the legal rate provided for in section 28-22-104, Idaho Code.

E. Owner may appeal the determination of the City Clerk, or his or her duly designated agent, to the City Council pursuant to the provisions in section 12-1-11 of this chapter. (Ord. 1139, 11-30-2005)

12-1-11: APPEALS:

A. A developer or fee payer may appeal the written determination of the applicability and amount of the development impact fee, or refund, or any discretionary action or inaction by or on behalf of the City to the City Council.

B. The developer or fee payer must file a notice of appeal to the City Council with the City Clerk within thirty (30) days following the written determination, discretionary action, or inaction. When filing an appeal, the fee payer shall submit a letter providing a full explanation of the request, the reason for appeal, as well as all supporting documentation.

C. The filing of an appeal shall not stay required payment of the impact fee, however, a fee payer can pay a development impact fee under protest in order to obtain development approval or building permit.

D. Upon voluntary agreement by the fee payer and the City, any disagreement related to the impact fee for the proposed development may be mediated by a qualified independent party.

1. Mediation may take place at any time during the appeals process and participation in mediation does not preclude the fee payer from pursuing other remedies provided for in this chapter.

2. The fee payer and the City shall share mediation costs equally. (Ord. 1139, 11-30-2005)

12-1-12: EXTRAORDINARY IMPACTS:

In determining the proportionate share of the cost of system improvements to be paid by the developer, the City Clerk or his or her duly designated agent shall consider whether any extraordinary costs will be incurred in serving the development based upon an "extraordinary impact" as defined in section 12-1-1 of this chapter. This determination shall be made prior to issuance of any permit for development and shall be paid prior to any such issuance except as may be provided pursuant to a private agreement between the parties as authorized by Idaho Code section 67-8214.

If the City Clerk or his or her duly designated agent determines that the development will result in an extraordinary impact, it shall advise the fee payer in writing what the extraordinary impact is, the reason for the extraordinary impact, and the estimated costs to be incurred as a result of the extraordinary impact.

Nothing in this chapter shall obligate the City to approve any development that results in extraordinary impact.

The fee payer may appeal the determination of an extraordinary impact or the amount of extraordinary costs incurred in writing by filing a notice of appeal to the City Council with the City Clerk pursuant to the terms set forth in section 12-1-11, "Appeals", of this chapter. When filing an appeal, the fee payer shall submit a letter providing the reason for the appeal along with supporting documentation. The City Council shall consider the appeal and make a final determination within ninety (90) days of receipt of the written appeal.

12-1-13: ADOPTION OF THE REPORT, PROGRAM/CAPITAL IMPROVEMENT PLAN:

The Report, titled "2011 Capital Improvement Plans And Development Impact Fees" study prepared by TischlerBise, dated September 28, 2011, along with all footnotes, exhibits, appendices, addenda, and other attachments referenced therein, ~~development impact fee program/capital improvement plan~~ dated November 2005, along with all footnotes, exhibits, appendices, and other attachments referenced therein, all of which are, by this reference, incorporated herein as if set forth fully, is hereby adopted as the technical foundation upon which Sandpoint Development Impact Fees are to be based. A description of acceptable levels of service for system improvements is described in the Report.

12-1-14: BONDING:

Funds pledged toward retirement of bonds, revenue certificates, or other obligations of indebtedness for such projects may include impact fees and other City revenues as may be allocated by the City Council.

12-1-15: EFFECTS ON CITY DEVELOPMENT REGULATIONS:

This chapter shall not affect, in any manner, the permissible use of property, density of development, design and improvement standards and requirements, or any other aspect of the development of land or provision of capital improvements subject to the zoning and subdivision regulations or other regulations of the City, which shall be operative and remain in full force and effect without limitation with respect to all such development.

12-1-16: OTHER POWERS AND RIGHTS NOT AFFECTED:

A. Nothing herein shall prevent the City from requiring a developer to construct reasonable project improvements in conjunction with a development project.

B. Nothing herein shall be construed to prevent or prohibit private agreements between property owners and developers, the Idaho transportation department, the City, and other governmental entities in regard to the construction or installation of system improvements or providing for credits or reimbursements for system improvement costs incurred by a developer including inter-project transfers of credits or providing for reimbursement for project improvements which are used or shared by more than one development project. If it can be shown that a proposed development has a direct impact on a public facility under the jurisdiction of the Idaho transportation department, then the agreement shall include a provision for the allocation of impact fees collected from the developer for the improvement of the public facility by the Idaho transportation department.

C. Nothing herein shall obligate the City to approve development that results in an extraordinary impact. Extraordinary impacts shall be determined and processed pursuant to section 12-1-12 of this chapter.

D. Nothing herein shall obligate the City to approve a development request that may reasonably be expected to reduce levels of service below minimum acceptable levels established in the development impact fee ordinance. To this end, the City may impose a development impact fee for system improvement costs incurred subsequent to adoption of the ordinance to the extent that new growth and development will be served by the system improvements.

E. Nothing herein shall be construed to create any additional right to develop real property or diminish the power of the City in regulating the orderly development of real property.

F. Nothing herein shall work to limit the use by the City of the power of eminent domain or supersede or conflict with requirements or procedures authorized in the Idaho Code for local improvement districts or general obligation bond issues.

G. Nothing herein shall restrict or diminish the power of the City to annex property into its territorial boundaries or exclude property from its territorial boundaries upon request of a developer or owner, or to impose reasonable conditions thereon, including the recovery of project or system improvement costs required as a result of such voluntary annexation.

Section 2: Repeal and Severability

- A. That any provisions of the Sandpoint City Code found to be inconsistent with this Ordinance be and the same is hereby repealed.
- B. Should any provision of this ordinance be deemed unlawful or unconstitutional, such finding shall not effect the remaining provisions of this ordinance.

Section 3: Effective Date

This Ordinance shall be in full force and effect from and after its passage, approval, and publication according to law.

PASSED BY THE CITY COUNCIL as an ordinance of the City of Sandpoint on the 29th day of December, 2011.


Marsha Ogilvie, Mayor

ATTEST: 
Maree Peck, City Clerk



City of Sandpoint

1123 Lake St.

Sandpoint, ID 83864

Ph: (208) 263-3407

Fax:

RECEIPT NUMBER

00000586

Paid By

KM Enterprises of Idaho LLC

PO Box 996

Dover, ID 83825

05/29/2020

Type	Record	Category	Description	Amount
PZE Process	PS20-0003	Standard Item	Subdivision - Prelim	\$ 8,255.00

Total	\$ 8,255.00
Cash	
Check	\$ 8,255.00
Check # (if applicable):	1920
Credit	
Transferred	
Tendered	\$ 8,255.00
Change	\$ 0.00
To Overpayment	\$ 0.00