

ORDINANCE NO. 339
CASE NO. OA-112-04
COUNTY COORDINATED AREA OF CITY IMPACT AGREEMENT

AN ORDINANCE OF KOOTENAI COUNTY, IDAHO, ENACTED COOPERATIVELY WITH THE CITIES OF POST FALLS, RATHDRUM AND HAYDEN, IDAHO, SETTING FORTH THE COOPERATIVE BASES FOR SUCH ENACTMENT, ESTABLISHING AN EFFECTIVE DATE AND TERM OF DURATION, CREATING A TWO-TIERED AREA OF CITY IMPACT, SETTING FORTH PROCEDURAL AND DEVELOPMENT REQUIREMENTS WITHIN THE RESPECTIVE AREAS OF CITY IMPACT AND WITHIN A SHARED TIER OF AREA OF CITY IMPACT, PROVIDING AGREEMENT THAT WASTEWATER SERVICE PROVIDERS WILL COOPERATE TO STUDY PROVISION OF PUBLIC WASTEWATER SERVICES FOR THE AREA OF CITY IMPACT DESIGNATED IN A COMPANION ORDINANCE, PROVIDING FURTHER THAT SAID SERVICE PROVIDERS WILL SUBSEQUENTLY NEGOTIATE WITH ONE ANOTHER TO DELINEATE FUTURE WASTEWATER SERVICE PROVISION, SETTING FORTH THE RIGHTS OF ANY CITY WITHDRAWING HEREFROM AND PROVIDING THAT THIS ORDINANCE AND ITS COMPANION ORDINANCE ADDRESSING THE AREAS TO BE ENCOMPASSED SHALL BE DEEMED TO SUPERSEDE ALL PRIOR AREA OF CITY IMPACT ORDINANCES OF THE RESPECTIVE PARTICIPATING PUBLIC ENTITIES.

NOW, THEREFORE, Be it ordained by the Kootenai County Board of Commissioners as follows:

1. RECITALS OF PREMISES OF COOPERATION

WHEREAS, Kootenai County and the cities of Rathdrum, Post Falls and Hayden are mutually facing the pressures and benefits of shared growth; and

WHEREAS, each of these public agencies shares jurisdiction regarding development and management of public services and facilities on lands within parts of the Rathdrum Prairie; and

WHEREAS, the Rathdrum Prairie has provided a land resource for private development that has added to the geographic area of the cities of Rathdrum, Post Falls and Hayden; and

WHEREAS, the Rathdrum Prairie Aquifer has served as a source of clean, available water to sustain life, health and economic development; and

WHEREAS, the Rathdrum Prairie has traditionally supplied open spaces that contribute to the overall quality of life upon and around it environs; and

WHEREAS, development of private lands on the Rathdrum Prairie has been subject to planning and regulation by one or more of the public agencies referenced above; and

WHEREAS, continued political pressure and ongoing litigation are challenging the viability of current agricultural practices, and owners of agricultural lands are seeking viable options for their future; and

WHEREAS, a regional approach to serving the Rathdrum Prairie with cooperative wastewater disposal options would be prudent and worthy of further study; and

WHEREAS, such cooperation among the parties may result in an area-wide wastewater master plan that includes the potential for land application of treated wastewater, thereby enabling options to sustain agriculture or to preserve open space on parts of the Rathdrum Prairie; and

WHEREAS, continuing agriculture on the Prairie holds significant potential to aid in preserving greenspace that will otherwise be lost if an affordable means for preservation cannot be found; and

WHEREAS, each of the parties hereto recognizes the need to protect the common water resource and to integrate means of transportation and provision of other public services in developing areas; and

WHEREAS, the parties recognize that the rate of urbanization for the communities that are a party to this Agreement will be different from one community to another; and

WHEREAS, Idaho law provides tools to allow the cooperation of counties and cities in public planning and implementation; and

WHEREAS, since the adoption of the Area of City Impact Agreements and Ordinances for the cities of Rathdrum, Post Falls and Hayden there have been significant changes while growth continues to be strong and sustained, thereby supporting amendment of the current Area of City Impact Agreements for the cities; and

WHEREAS, the parties share common goals and desire to engage in a shared, cooperative effort to chart a meaningful intergovernmental plan and implementation strategy for the Rathdrum Prairie.

NOW, THEREFORE, the parties hereto agree that a Coordinated Area of City Impact Agreement for the cities of Rathdrum, Post Falls and Hayden is hereby adopted with the following terms and conditions:

2. EFFECTIVE DATE

This Agreement/Ordinance shall be effective with respect to Kootenai County and each respective city referenced herein upon the latter day of the date of publication this ordinance after passage or the date of publication of a companion ordinance enacted by each cooperating city. This ordinance establishing Area of City Impact requirements for each of the respective cities referenced herein shall not become effective with respect to each respective city until said city passes and publishes an Area of City Impact Ordinance consistent with the provisions of this ordinance

3. TERM – EARLY TERMINATION

The term of this Agreement/Ordinance shall be for a period of five (5) years from the initial effective date set forth above. The parties further agree to begin renegotiation of their respective Area of City Impact Agreements no later than three and one-half (3 1/2) years after the initial effective date set forth above. If the parties are unable to agree upon a replacement for this Agreement/Ordinance within five (5) years from its initial effective date, this Agreement/Ordinance shall remain in full force and effect with each party thereafter authorized to seek a two-party Area of City Impact Agreement with Kootenai County that would supersede this Agreement with respect to that city. Any participating city that elects to terminate participation as set forth herein prior to expiration of the five-year term, or before mutual agreement upon a superseding cooperative agreement, whichever comes first, shall be entitled to 15 days notice of any special use, subdivision or rezoning proposals within an area ½ mile from its corporate boundary as such boundary existed on the initial effective date of this ordinance. Otherwise, regular county standards and procedures would apply.

4. TWO-TIERED AREA OF CITY IMPACT

The parties agree that the Area of City Impact for each of the cities signatory hereto shall consist of two tiers.

A. **EXCLUSIVE TIER:** The first tier of the Area of City Impact shall be an area exclusive to each respective city as set forth in a companion ordinance to enacted concurrently with this ordinance as depicted on the reference map that is attached hereto (and labeled as Exhibit 1). The parties agree that the exclusive tier geographic area may be modified for any individual city after consultation among all parties and showing that community development needs would best be addressed by such modification. Any such subsequent modification shall require concurrence by the respective city councils of each cooperating city.

B. **SHARED TIER:** The shared tier shall constitute the balance of the Rathdrum Prairie that is not within the corporate limits of any other city and not within an exclusive Area of City Impact of any other city established by this ordinance or of any other city established by prior ordinance and located within the area enclosed by the Washington state line to the west, Highway 53 to the north, Highway 95 to the east, and Interstate 90 to the South that is not within the Exclusive Tier of Area of City Impact. The Shared Tier shall be managed jointly by the parties to this Agreement in accordance with the terms and conditions set forth in this ordinance.

5. APPLICABLE REGULATIONS WITHIN AREAS OF CITY IMPACT

The following regulations shall be applicable in the respective tiers of Area of City Impact for each of the signatory cities:

A. EXCLUSIVE TIER:

1. The County agrees to apply infrastructure and subdivision development standards identical to those from the respective cities to all development within the exclusive tier of Area of City Impact.
2. The County agrees that no new subdivisions or re-subdivision of existing large lot developments will be allowed unless the development will be served by municipal sewer and the sewer system installed is continued to the exterior property boundaries of the subdivision in the direction where subsequent development is likely to occur.
3. The County agrees to zone land within the exclusive tier at a density that will be compatible with the respective cities' comprehensive plan. Said obligation will not require any change to existing zoning.
4. The County agrees to require all development to use public sewer and public water systems and to meet the fire flow requirements of the respective cities or of the International Fire Code.

B. SHARED TIER:

1. The County agrees, for the duration of this Agreement, that County will not hereafter rezone Agricultural zoned land to any other zone unless Kootenai County provides at least thirty (30) days notice to each of the cooperating cities prior to the initial public hearing concerning a rezoning request. If any party to this agreement expresses concerns or objections to a proposed rezoning of land currently zoned Agricultural, the Board of County Commissioners agrees it will not approve any such rezoning request unless it makes an express finding that the proposed rezone will not adversely affect the provision of or potential for provision of public wastewater collection and treatment to the lands that are the subject of the rezoning application or to lands that would be collaterally affected thereby.
2. County agrees not to allow special/conditional use permits within any zone except in accordance with the notice and finding procedures provided above.

6. COMPREHENSIVE STUDIES

The parties agree to promptly embark upon cooperative comprehensive studies of wastewater collection and disposal, transportation and circulation, and open space preservation within the first three (3) years of this Agreement. These studies shall culminate in an array of options for wastewater collection and treatment, open space preservation and roadway and pathway designation and responsibility.

7. IMPLEMENTATION OF STUDIES

Upon completion of the studies, the parties shall enter into negotiations, pursuant to Section 3 (TERM) above, to provide a long-term Area of City Impact Agreement, either shared or independent, to supersede this Agreement.

8. LIMITATION ON ANNEXATION

The parties agree that during the term of this Agreement that no annexation of land within the Shared Tier will occur without the concurrence of all of the cities that are a party to this Agreement. Such concurrence shall be provided unless an objective planning concern addressed by this ordinance is invoked. The Board of County Commissioners agrees to attempt to mediate any such dispute concerning annexation and the respective cities agree to accept their efforts in this regard.

9. PRIOR ORDINANCES SUPERSEDED

This ordinance and its companion ordinance addressing the areas to be encompassed shall be deemed to supersede all prior Area of City Impact ordinances of the respective participating public entities upon compliance with all contingencies set forth herein.

10. EFFECTIVE DATE

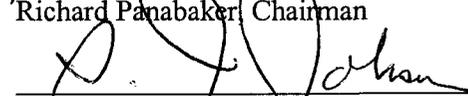
This Ordinance shall take effect and be in full force upon its passage, approval, and publication in one (1) issue of the *Coeur d'Alene Press*.

DATED this 15th day of September, 2004.

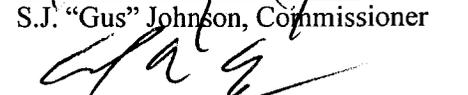
KOOTENAI COUNTY
BOARD OF COMMISSIONERS



Richard Panabaker, Chairman



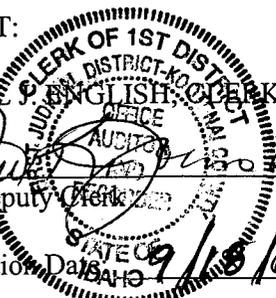
S.J. "Gus" Johnson, Commissioner



Elmer R. Currie, Commissioner

ATTEST:

DANIEL





BY: Deputy Clerk

Publication Date: 9/15/04