



REVISED Agenda: January 21, 2015, 7:00 a.m.

City of Moscow Council Chambers • 206 E 3rd Street • Moscow, ID 83843

1. **Consent Agenda** - Any item will be removed from the consent agenda at the request of any member of the Board and that item will be considered separately later.

- A. Minutes from December 10, 2014
- B. November Financials
- C. December Financials

ACTION: Approve the consent agenda or take such other action deemed appropriate.

2. **Public Comment for items *not on agenda*:** 3 minute limit

3. **Announcements – Gary J. Riedner**

4. **Update on Public Improvements at 6th & Jackson Intersection – Gary J. Riedner**

Staff will report on the status of the proposed intersection improvements and impacts on adjacent properties.

5. **6th and Jackson Property - Gary J. Riedner**

Proposals were received in response to the RFP issued for the development of the MURA's property located at the southwest corner of the intersection of 6th & Jackson streets in Moscow. The attached memo describes the proposed process for assessing the proposals for review by the MURA Board.

ACTION: Review attached memo and approve assessment process.

6. **Approval of Task Order for Commercial Real Estate Services – Gary J. Riedner**

Palouse Commercial Real Estate was the successful proposer to an RFP issued by the MURA for Commercial Real Estate Services issued in 2013. Palouse Commercial Real Estate has been providing listing services for the MURA's lots in Alturas Technology Park for the past year, pursuant to an Agreement for Commercial Real Estate Services which specified that the term for such services was for a period not to exceed two years from January 22, 2014. A Task Order was issued for the first year of services, which is set to expire February 5, 2015. The attached Task Order #1-2015 is for such services to be provided for the next year.

ACTION: Approve Task Order #1-2015 for Commercial Real Estate Services to be provided by Palouse Commercial Real Estate for 365 days from the date of execution, but no later than January 22, 2016, or take such other action deemed appropriate.

7. General Agency Updates– Gary J. Riedner

- Standing Committee Appointments
 - Legislative Committee
 - Marketing Committee
 - Finance Committee
- Redevelopment Association of Idaho

7. Legacy Crossing Update – Gary J. Riedner

- Update on Absorption/Market Study
- EPA Assessment/Cleanup Grant

8. Alturas Update – Gary J. Riedner

9. Adjourn

NOTICE: Individuals attending the meeting who require special assistance to accommodate physical, hearing, or other impairments, please contact the City Clerk, at (208) 883-7015 or TDD 883-7019, as soon as possible so that arrangements may be made.



Minutes: December 10, 2014, 7:00 a.m.

City of Moscow Council Chambers • 206 E 3rd Street • Moscow, ID 83843

McCabe called the meeting to order at 7:03 a.m.

Attendance:

Commission Members

Staff Present

Others

John McCabe, Chair
John Weber
Steve McGeehan
Brandy Sullivan
Art Bettge
Steve Drown

Gary J. Riedner, Interim Exec. Director/City Supervisor
Don Palmer, Finance Director
Stephanie Kalasz, City Clerk

Paul Kimmell
Tim Johnston

Absent: Dave McGraw

1. Welcome – John McCabe

2. Motion to Reconvene in Executive Session per Idaho Code 67-2345

Weber moved and Bettge seconded to move into executive session. Roll Call Vote: Ayes: Unanimous. Nays: None. Abstentions: None. Motion carried.

Board members, Riedner, Palmer and Kalasz were present. Session started at 7:04 a.m. and ended at 7:28 a.m.

3. Reconvene to Open Session – 7:29 a.m.

4. Consent Agenda - Any item will be removed from the consent agenda at the request of any member of the Board and that item will be considered separately later.

- A. Minutes from November 19, 2014
- B. November Payables

ACTION: Approve the consent agenda or take such other action deemed appropriate.

Bettge moved and McGeehan seconded approval of the consent agenda. Motion carried.

5. Public Comment for items *not on agenda*: 3 minute limit – No comment was offered.

6. Announcements – Gary J. Riedner

Riedner distributed information regarding the A Street Farm Road to Hatley Addition Master Plan Project Professional Services Agreement which went to the City of Moscow Public Works/Finance Committee on

December 8. He provided information about the project and the benefit of making the land behind the mall available for development.

He said the Market Absorption Study is also still going and staff expects to receive it before Christmas. He said the play field project with the School District is moving along as well.

7. Update on Public Improvements at 6th & Jackson Intersection – Gary J. Riedner

Riedner said the City Council approved pursuing the design for improvements at 6th and Jackson intersection that was reviewed by the Board at the last meeting. Staff is doing some calculations on what it will cost to install those improvements then the City and URA can negotiate an agreement. He provided an update on the sidewalk improvements along Jackson.

Riedner discussed the power poles and lines on the 6th and Jackson property and said they need to be moved in order for the property to be developed. It will cost approximately \$80,000 which will move them underground. He said there is the possibly be an in-kind agreement for the right-of-way needed for the 6th Street and Jackson intersection realignment but until staff has more information, no proposal will be made. There was some discussion.

8. 6th and Jackson Property - Gary J. Riedner

Riedner said he covered the updates on the 6th and Jackson property under the previous item. The RFP has been published for development of the property.

9. General Agency Updates– Gary J. Riedner

- o Standing Committee Appointments
- o Redevelopment Association of Idaho

Riedner discussed the Chamber of Commerce Legislative Committee and said he would like to have the URA Legislative Committee meet next week. He listed the members of the Idaho House Local Government Committee and the Senate Local Government and Taxation Committee. He distributed information from the December 4, 2014 Senate Journal of the Idaho Legislature and the House Journal of the Idaho Legislature of the same date. He explained some proposed legislation and there was discussion.

10. Legacy Crossing Update – Gary J. Riedner

- o Update on Absorption/Market Study
- o EPA Assessment/Cleanup Grant

Riedner said he already provided an update on the Absorption/Market Study and he gave an update on the EPA Assessment/Cleanup Grant.

11. Adjourn

There was an announcement that this would be the only meeting this month. The meeting adjourned at 8:07 a.m.

General Ledger Revenue Analysis

User: jDinubilo
Printed: 12/15/14 14:27:10
Period 02 - 02
Fiscal Year 2015

Nov 2014



Account Number	Description	Budgeted Revenue	Period Revenue	YTD Revenue	Uncollected Bal	% Received
890	Moscow Urban Renewal Agency					
890-000-00-410-00	Property Taxes - Alturas	\$ 394,000.00	\$ 819.71	\$ 819.71	\$ 393,180.29	0.21%
890-000-00-410-01	Property Taxes - Legacy	\$ 100,000.00	\$ 793.65	\$ 2,016.13	\$ 97,983.87	2.02%
890-000-00-431-11	EPA Clean-up Grant - Legacy	\$ 111,757.00	\$ -	\$ -	\$ 111,757.00	0.00%
890-000-00-471-00	Investment Earnings	\$ 1,000.00	\$ 110.87	\$ 111.11	\$ 888.89	11.11%
890-000-00-478-10	Sale of Land - Alturas	\$ 157,380.00	\$ -	\$ -	\$ 157,380.00	0.00%
890-000-00-478-11	Sale of Land - Legacy	\$ 467,965.00	\$ -	\$ -	\$ 467,965.00	0.00%
890-000-00-910-00	Beg Fund Bal Unassigned	\$ 46,349.00	\$ -	\$ -	\$ 46,349.00	0.00%
890-000-00-911-00	Beg Fund Bal Assigned-Alturas	\$ 617,250.00	\$ -	\$ -	\$ 617,250.00	0.00%
890-000-00-911-01	Beg Fund Bal Res-Alturas	\$ 115,175.00	\$ -	\$ -	\$ 115,175.00	0.00%
890-000-00-912-00	Beg Fund Bal Assigned-Legacy	\$ 183,194.00	\$ -	\$ -	\$ 183,194.00	0.00%
890-000-00-912-01	Beg Fund Bal Res-Legacy	\$ 68,312.00	\$ -	\$ -	\$ 68,312.00	0.00%
890	Moscow Urban Renewal Agency	\$ 2,262,382.00	\$ 1,724.23	\$ 2,946.95	\$ 2,259,435.05	0.13%
Revenue Total		\$ 2,262,382.00	\$ 1,724.23	\$ 2,946.95	\$ 2,259,435.05	0.00%

General Ledger

Expense vs Budget

User: jDinubilo

Printed: 12/15/14 14:27:35

Period 02 - 02

Fiscal Year 2015

Nov 2014



Account Number	Description	Budget	Period Amount	End Bal	Variance	Avail/Uncollect	% Collected
890	Moscow Urban Renewal Agency						
880	URA - General Agency						
890-880-10-642-00	Administrative Services	\$ 30,000.00	\$ -	\$ -	\$ 30,000.00	\$ 30,000.00	0.00%
890-880-10-642-10	Professional Services-Exec Dir	\$ 51,420.00	\$ 4,285.00	\$ 8,570.00	\$ 42,850.00	\$ 42,850.00	16.67%
890-880-10-642-15	Professional Services-Other	\$ 5,000.00	\$ -	\$ 1,250.00	\$ 3,750.00	\$ 3,750.00	25.00%
890-880-10-642-20	Professional Services-Auditing	\$ 4,700.00	\$ -	\$ -	\$ 4,700.00	\$ 4,700.00	0.00%
890-880-10-642-30	Professional Services-Computer	\$ 2,000.00	\$ 19.95	\$ 19.95	\$ 1,980.05	\$ 1,980.05	1.00%
890-880-10-644-10	Marketing Expense-General	\$ 1,000.00	\$ -	\$ 300.00	\$ 700.00	\$ 700.00	30.00%
890-880-10-668-10	Liability Insurance-General	\$ 1,540.00	\$ -	\$ 1,492.00	\$ 48.00	\$ 48.00	96.88%
E02	Contractual	\$ 95,660.00	\$ 4,304.95	\$ 11,631.95	\$ 84,028.05	\$ 84,028.05	12.16%
890-880-10-631-10	Postage Expense	\$ 100.00	\$ -	\$ -	\$ 100.00	\$ 100.00	0.00%
890-880-10-631-20	Printing and Binding	\$ 400.00	\$ -	\$ -	\$ 400.00	\$ 400.00	0.00%
890-880-10-647-10	Travel & Meetings-General	\$ 1,000.00	\$ 14.96	\$ 14.96	\$ 985.04	\$ 985.04	1.50%
890-880-10-649-10	Professional Development	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00	0.00%
890-880-10-669-10	Misc. Expense-General	\$ 500.00	\$ -	\$ -	\$ 500.00	\$ 500.00	0.00%
E03	Commodities	\$ 3,000.00	\$ 14.96	\$ 14.96	\$ 2,985.04	\$ 2,985.04	0.50%
880	URA - General Agency	\$ 98,660.00	\$ 4,319.91	\$ 11,646.91	\$ 87,013.09	\$ 87,013.09	11.81%
890	Urban Renewal Agency						
890-890-10-642-10	Professional Services-Alturas	\$ 40,000.00	\$ -	\$ -	\$ 40,000.00	\$ 40,000.00	0.00%
890-890-10-642-12	Land Sale Expense-Alturas	\$ 23,000.00	\$ -	\$ -	\$ 23,000.00	\$ 23,000.00	0.00%
890-890-10-644-10	Marketing Expense-Alturas	\$ 10,000.00	\$ 64.60	\$ 64.60	\$ 9,935.40	\$ 9,935.40	0.65%
E02	Contractual	\$ 73,000.00	\$ 64.60	\$ 64.60	\$ 72,935.40	\$ 72,935.40	0.09%
890-890-10-647-10	Travel & Meetings-Alturas	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00	\$ 1,500.00	0.00%
890-890-10-658-10	Repairs & Maintenance	\$ 10,750.00	\$ -	\$ -	\$ 10,750.00	\$ 10,750.00	0.00%
890-890-10-669-10	Misc. Expense-Alturas	\$ 500.00	\$ -	\$ -	\$ 500.00	\$ 500.00	0.00%
E03	Commodities	\$ 12,750.00	\$ -	\$ -	\$ 12,750.00	\$ 12,750.00	0.00%

General Ledger Expense vs Budget

User: jDinubilo

Printed: 12/15/14 14:27:35

Period 02 - 02

Fiscal Year 2015

Nov 2014



Account Number	Description	Budget	Period Amount	End Bal	Variance	Avail/Uncollect	% Collected
890-890-10-770-73 E04	Improvements-Alturas Capital Outlay	\$ 40,000.00 \$ 40,000.00	\$ - \$ -	\$ - \$ -	\$ 40,000.00 \$ 40,000.00	\$ 40,000.00 \$ 40,000.00	0.00% 0.00%
890-890-10-699-74 890-890-10-699-99 E81	Depreciation Expense Amortization Expense Depreciation & Amortization	\$ - \$ - \$ -	\$ - \$ - \$ -	\$ - \$ - \$ -	\$ - \$ - \$ -	\$ - \$ - \$ -	0.00% 0.00% 0.00%
890-890-10-900-01 E90	Contingency - Alturas Contingency	\$ 157,380.00 \$ 157,380.00	\$ - \$ -	\$ - \$ -	\$ 157,380.00 \$ 157,380.00	\$ 157,380.00 \$ 157,380.00	0.00% 0.00%
890	Urban Renewal Agency	\$ 283,130.00	\$ 64.60	\$ 64.60	\$ 283,065.40	\$ 283,065.40	0.02%
895	URA - Legacy Crossing						
890-895-10-642-10 890-895-10-642-12 890-895-10-644-10 E02	Professional Services-Legacy Land Sale Expense-Legacy Marketing Expense-Legacy Contractual	\$ 12,500.00 \$ 40,000.00 \$ 3,000.00 \$ 55,500.00	\$ 3,758.00 \$ - \$ - \$ 3,758.00	\$ 3,758.00 \$ - \$ - \$ 3,758.00	\$ 8,742.00 \$ 40,000.00 \$ 3,000.00 \$ 51,742.00	\$ 8,742.00 \$ 40,000.00 \$ 3,000.00 \$ 51,742.00	30.06% 0.00% 0.00% 6.77%
890-895-10-647-10 890-895-10-652-10 890-895-10-669-10 890-895-10-675-00 890-895-10-676-15 890-895-10-676-17 890-895-10-676-20 E03	Travel & Meetings-Legacy Heat, Lights & Utilities Misc. Expense-Legacy Fiscal Agent Trustee fees Latah County Reimb. Agreement Jackson St Owner Part. Agr. Agreement Cost Commodities	\$ 1,000.00 \$ 1,925.00 \$ 500.00 \$ 1,750.00 \$ 2,000.00 \$ 9,000.00 \$ 1,200.00 \$ 17,375.00	\$ - \$ 168.45 \$ - \$ - \$ - \$ - \$ - \$ 168.45	\$ - \$ 168.45 \$ - \$ - \$ - \$ - \$ - \$ 168.45	\$ 1,000.00 \$ 1,756.55 \$ 500.00 \$ 1,750.00 \$ 2,000.00 \$ 9,000.00 \$ 1,200.00 \$ 17,206.55	\$ 1,000.00 \$ 1,756.55 \$ 500.00 \$ 1,750.00 \$ 2,000.00 \$ 9,000.00 \$ 1,200.00 \$ 17,206.55	0.00% 8.75% 0.00% 0.00% 0.00% 0.00% 0.00% 0.97%
890-895-10-770-35 890-895-10-770-71	1% Public Art Land-Legacy	\$ 1,000.00 \$ -	\$ - \$ -	\$ - \$ -	\$ 1,000.00 \$ -	\$ 1,000.00 \$ -	0.00% 0.00%

General Ledger Expense vs Budget

User: jDinubilo

Printed: 12/15/14 14:27:35

Period 02 - 02

Fiscal Year 2015

Nov 2014



Account Number	Description	Budget	Period Amount	End Bal	Variance	Avail/Uncollect	% Collected
890-895-10-770-73	Improvements-Legacy	\$ 142,457.00	\$ -	\$ -	\$ 142,457.00	\$ 142,457.00	0.00%
890-895-10-770-97	Infrastructure Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
E04	Capital Outlay	\$ 143,457.00	\$ -	\$ -	\$ 143,457.00	\$ 143,457.00	0.00%
890-895-10-676-10	Bond Issuance Cost	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
E05	Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
890-895-10-900-01	Contingency - Legacy	\$ 16,500.00	\$ -	\$ -	\$ 16,500.00	\$ 16,500.00	0.00%
E90	Contingency	\$ 16,500.00	\$ -	\$ -	\$ 16,500.00	\$ 16,500.00	0.00%
895	URA - Legacy Crossing	\$ 232,832.00	\$ 3,926.45	\$ 3,926.45	\$ 228,905.55	\$ 228,905.55	1.69%
899	Dept						
890-899-11-790-01	Bond Principal - Alturas	\$ 109,950.00	\$ -	\$ -	\$ 109,950.00	\$ 109,950.00	0.00%
890-899-11-791-01	Bond Interest-Alturas	\$ 5,225.00	\$ -	\$ -	\$ 5,225.00	\$ 5,225.00	0.00%
890-899-12-790-01	Bond Principal - Legacy	\$ 423,000.00	\$ -	\$ -	\$ 423,000.00	\$ 423,000.00	0.00%
890-899-12-791-01	Bond Interest - Legacy	\$ 19,490.00	\$ -	\$ -	\$ 19,490.00	\$ 19,490.00	0.00%
E05	Debt Service	\$ 557,665.00	\$ -	\$ -	\$ 557,665.00	\$ 557,665.00	0.00%
890-899-10-990-00	Ending Fund Bal Unassigned	\$ 47,349.00	\$ -	\$ -	\$ 47,349.00	\$ 47,349.00	0.00%
890-899-11-990-00	End Fund Bal Assigned-Alturas	\$ 786,840.00	\$ -	\$ -	\$ 786,840.00	\$ 786,840.00	0.00%
890-899-11-990-01	End Fund Bal Res-Alturas	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
890-899-12-990-00	End Fund Bal Assigned-Legacy	\$ 186,594.00	\$ -	\$ -	\$ 186,594.00	\$ 186,594.00	0.00%
890-899-12-990-01	End Fund Bal Res-Legacy	\$ 69,312.00	\$ -	\$ -	\$ 69,312.00	\$ 69,312.00	0.00%
E95	Ending Fund Balance	\$ 1,090,095.00	\$ -	\$ -	\$ 1,090,095.00	\$ 1,090,095.00	0.00%
899	Dept	\$ 1,647,760.00	\$ -	\$ -	\$ 1,647,760.00	\$ 1,647,760.00	0.00%
890	Moscow Urban Renewal Agency	\$ 2,262,382.00	\$ 8,310.96	\$ 15,637.96	\$ 2,246,744.04	\$ 2,246,744.04	0.69%



Balance Sheet
November 30, 2014

	<u>Total Funds</u>
ASSETS	
Cash	9,109
Investments-LGIP	1,032,863
Investments-Zions Debt Reserve	42,606
Land Held For Resale	531,256
Land	505,803
Infrastructure Assets	1,186,207
Accumulated Depreciation	<u>(694,989)</u>
Total Assets	<u><u>2,612,854</u></u>
LIABILITIES	
Accounts Payable	-
Bonds Payable-Current	133,948
Series 2010A Bonds Payable Long Term	<u>399,000</u>
Total Liabilities	<u><u>532,948</u></u>
FUND BALANCES	
Net Assets Invest. Cap Assets	508,385
Restricted Fund Balance	133,948
Unrestricted Fund Balance	<u>1,450,264</u>
Total Fund Balance	<u><u>2,092,597</u></u>
Retained Earnings:	<u><u>-12,691</u></u>
Total Fund Balance and Retained Earnings:	<u><u>2,079,906</u></u>
Total Liabilities, Fund Balance and Retained Earnings:	<u><u>\$2,612,854</u></u>

Checks by Date - Detail By Check Date

User: jdinubilo
 Printed: 01/07/2014 3:05 P.M.



Dec. 2014

Check Amount

Check No: 4291	Check Date: 12/03/2014	
Vendor: UCITYMOS	City of Moscow	
Invoice: Dec-14	Executive Director Salary	<u>4,285.00</u>
		4,285.00
	Date Total:	<u>4,285.00</u>
 Check No: ACH	 Check Date: 12/10/2014	
Vendor: UCITYMOS	City of Moscow	
Invoice: Monthly Bill	Water, Sewer, Street Light	<u>168.45</u>
		168.45
 Check No: 4292	 Check Date: 12/10/2014	
Vendor: UJOHN	Johnson Economics LLC	
Invoice: 1634	Market Assessment	<u>1,242.00</u>
		1,242.00
 Check No: 4293	 Check Date: 12/10/2014	
Vendor: UMOSPULD	News Review Publishing Co.	
Invoice: 103699	Alturas Lots	<u>64.60</u>
		64.60
	Date Total:	<u>1,475.05</u>
 Check No: 4294	 Check Date: 12/19/2014	
Vendor: UELAMBUR	Elam & Burke	
Invoice: 155087	Legal Fees - Legacy RFP	<u>1,044.50</u>
		1,044.50
	Date Total:	<u>1,044.50</u>
	Report Total:	<u>6,804.55</u>

Checks for Approval

User: jdinubilo
Printed: 01/07/2015 - 3:03 PM

Dec 2014



Check	Check Date	Account Name	Vendor	Amount
0	12/10/2014	Heat, Lights & Utilities	City of Moscow	168.45
4291	12/03/2014	Professional Services-Exec Dir	City of Moscow	4,285.00
4292	12/10/2014	Professional Services-Legacy	Johnson Economics LLC	1,242.00
4293	12/10/2014	Marketing Expense-Alturas	News Review Publishing Co.	64.60
4294	12/19/2014	Professional Services - Legacy	Elam & Burke	1,044.50

Report Total: 6,804.55

John McCabe, Chairperson

Accounts payable expenditures as contained herein were made in compliance with the dually adopted budget for the current fiscal year and according to Idaho law.

Gary Riedner, Interim Executive Director

Donald L. Palmer, Treasurer

General Ledger Revenue Analysis

User: jDinubilo
Printed: 01/07/15 14:52:06
Period 03 - 03
Fiscal Year 2015

Dec 2014



Account Number	Description	Budgeted Revenue	Period Revenue	YTD Revenue	Uncollected Bal	% Received
890	Moscow Urban Renewal Agency					
890-000-00-410-00	Property Taxes - Alturas	\$ 394,000.00	\$ 38,628.25	\$ 39,447.96	\$ 354,552.04	10.01%
890-000-00-410-01	Property Taxes - Legacy	\$ 100,000.00	\$ 4,927.53	\$ 6,943.66	\$ 93,056.34	6.94%
890-000-00-431-11	EPA Clean-up Grant - Legacy	\$ 111,757.00	\$ -	\$ -	\$ 111,757.00	0.00%
890-000-00-471-00	Investment Earnings	\$ 1,000.00	\$ 118.74	\$ 229.85	\$ 770.15	22.99%
890-000-00-478-10	Sale of Land - Alturas	\$ 157,380.00	\$ -	\$ -	\$ 157,380.00	0.00%
890-000-00-478-11	Sale of Land - Legacy	\$ 467,965.00	\$ -	\$ -	\$ 467,965.00	0.00%
890-000-00-910-00	Beg Fund Bal Unassigned	\$ 46,349.00	\$ -	\$ -	\$ 46,349.00	0.00%
890-000-00-911-00	Beg Fund Bal Assigned-Alturas	\$ 617,250.00	\$ -	\$ -	\$ 617,250.00	0.00%
890-000-00-911-01	Beg Fund Bal Res-Alturas	\$ 115,175.00	\$ -	\$ -	\$ 115,175.00	0.00%
890-000-00-912-00	Beg Fund Bal Assigned-Legacy	\$ 183,194.00	\$ -	\$ -	\$ 183,194.00	0.00%
890-000-00-912-01	Beg Fund Bal Res-Legacy	\$ 68,312.00	\$ -	\$ -	\$ 68,312.00	0.00%
890	Moscow Urban Renewal Agency	\$ 2,262,382.00	\$ 43,674.52	\$ 46,621.47	\$ 2,215,760.53	2.06%
Revenue Total		\$ 2,262,382.00	\$ 43,674.52	\$ 46,621.47	\$ 2,215,760.53	2.06%

General Ledger Expense vs Budget

User: jDinubilo

Printed: 01/07/15 14:52:31

Period 03 - 03

Fiscal Year 2015

Dec 2014



Account Number	Description	Budget	Period Amount	End Bal	Variance	Avail/Uncollect	% Collected
890	Moscow Urban Renewal Agency						
880	URA - General Agency						
890-880-10-642-00	Administrative Services	\$ 30,000.00	\$ -	\$ -	\$ 30,000.00	\$ 30,000.00	0.00%
890-880-10-642-10	Professional Services-Exec Dir	\$ 51,420.00	\$ 4,285.00	\$ 12,855.00	\$ 38,565.00	\$ 38,565.00	25.00%
890-880-10-642-15	Professional Services-Other	\$ 5,000.00	\$ -	\$ 1,250.00	\$ 3,750.00	\$ 3,750.00	25.00%
890-880-10-642-20	Professional Services-Auditing	\$ 4,700.00	\$ -	\$ -	\$ 4,700.00	\$ 4,700.00	0.00%
890-880-10-642-30	Professional Services-Computer	\$ 2,000.00	\$ -	\$ 19.95	\$ 1,980.05	\$ 1,980.05	1.00%
890-880-10-644-10	Marketing Expense-General	\$ 1,000.00	\$ -	\$ 300.00	\$ 700.00	\$ 700.00	30.00%
890-880-10-668-10	Liability Insurance-General	\$ 1,540.00	\$ -	\$ 1,492.00	\$ 48.00	\$ 48.00	96.88%
E02	Contractual	\$ 95,660.00	\$ 4,285.00	\$ 15,916.95	\$ 79,743.05	\$ 79,743.05	16.64%
890-880-10-631-10	Postage Expense	\$ 100.00	\$ -	\$ -	\$ 100.00	\$ 100.00	0.00%
890-880-10-631-20	Printing and Binding	\$ 400.00	\$ -	\$ -	\$ 400.00	\$ 400.00	0.00%
890-880-10-647-10	Travel & Meetings-General	\$ 1,000.00	\$ -	\$ 14.96	\$ 985.04	\$ 985.04	1.50%
890-880-10-649-10	Professional Development	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00	0.00%
890-880-10-669-10	Misc. Expense-General	\$ 500.00	\$ -	\$ -	\$ 500.00	\$ 500.00	0.00%
E03	Commodities	\$ 3,000.00	\$ -	\$ 14.96	\$ 2,985.04	\$ 2,985.04	0.50%
880	URA - General Agency	\$ 98,660.00	\$ 4,285.00	\$ 15,931.91	\$ 82,728.09	\$ 82,728.09	16.15%
890	Urban Renewal Agency						
890-890-10-642-10	Professional Services-Alturas	\$ 40,000.00	\$ -	\$ -	\$ 40,000.00	\$ 40,000.00	0.00%
890-890-10-642-12	Land Sale Expense-Alturas	\$ 23,000.00	\$ -	\$ -	\$ 23,000.00	\$ 23,000.00	0.00%
890-890-10-644-10	Marketing Expense-Alturas	\$ 10,000.00	\$ 64.60	\$ 129.20	\$ 9,870.80	\$ 9,870.80	1.29%
E02	Contractual	\$ 73,000.00	\$ 64.60	\$ 129.20	\$ 72,870.80	\$ 72,870.80	0.18%
890-890-10-647-10	Travel & Meetings-Alturas	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00	\$ 1,500.00	0.00%
890-890-10-658-10	Repairs & Maintenance	\$ 10,750.00	\$ -	\$ -	\$ 10,750.00	\$ 10,750.00	0.00%
890-890-10-669-10	Misc. Expense-Alturas	\$ 500.00	\$ -	\$ -	\$ 500.00	\$ 500.00	0.00%
E03	Commodities	\$ 12,750.00	\$ -	\$ -	\$ 12,750.00	\$ 12,750.00	0.00%

General Ledger Expense vs Budget

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Period 03 - 03

Fiscal Year 2015

Dec 2014



Account Number	Description	Budget	Period Amount	End Bal	Variance	Avail/Uncollect	% Collected
890-890-10-770-73	Improvements-Alturas	\$ 40,000.00	\$ -	\$ -	\$ 40,000.00	\$ 40,000.00	0.00%
E04	Capital Outlay	\$ 40,000.00	\$ -	\$ -	\$ 40,000.00	\$ 40,000.00	0.00%
890-890-10-699-74	Depreciation Expense	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
890-890-10-699-99	Amortization Expense	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
E81	Depreciation & Amortization	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
890-890-10-900-01	Contingency - Alturas	\$ 157,380.00	\$ -	\$ -	\$ 157,380.00	\$ 157,380.00	0.00%
E90	Contingency	\$ 157,380.00	\$ -	\$ -	\$ 157,380.00	\$ 157,380.00	0.00%
890	Urban Renewal Agency	\$ 283,130.00	\$ 64.60	\$ 129.20	\$ 283,000.80	\$ 283,000.80	0.05%
895	URA - Legacy Crossing						
890-895-10-642-10	Professional Services-Legacy	\$ 12,500.00	\$ 2,286.50	\$ 6,044.50	\$ 6,455.50	\$ 6,455.50	48.36%
890-895-10-642-12	Land Sale Expense-Legacy	\$ 40,000.00	\$ -	\$ -	\$ 40,000.00	\$ 40,000.00	0.00%
890-895-10-644-10	Marketing Expense-Legacy	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00	\$ 3,000.00	0.00%
E02	Contractual	\$ 55,500.00	\$ 2,286.50	\$ 6,044.50	\$ 49,455.50	\$ 49,455.50	10.89%
890-895-10-647-10	Travel & Meetings-Legacy	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00	0.00%
890-895-10-652-10	Heat, Lights & Utilities	\$ 1,925.00	\$ 168.45	\$ 336.90	\$ 1,588.10	\$ 1,588.10	17.50%
890-895-10-669-10	Misc. Expense-Legacy	\$ 500.00	\$ -	\$ -	\$ 500.00	\$ 500.00	0.00%
890-895-10-675-00	Fiscal Agent Trustee fees	\$ 1,750.00	\$ -	\$ -	\$ 1,750.00	\$ 1,750.00	0.00%
890-895-10-676-15	Latah County Reimb. Agreement	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	\$ 2,000.00	0.00%
890-895-10-676-17	Jackson St Owner Part. Agr.	\$ 9,000.00	\$ -	\$ -	\$ 9,000.00	\$ 9,000.00	0.00%
890-895-10-676-20	Agreement Cost	\$ 1,200.00	\$ -	\$ -	\$ 1,200.00	\$ 1,200.00	0.00%
E03	Commodities	\$ 17,375.00	\$ 168.45	\$ 336.90	\$ 17,038.10	\$ 17,038.10	1.94%
890-895-10-770-35	1% Public Art	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00	0.00%
890-895-10-770-71	Land-Legacy	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%

General Ledger Expense vs Budget

User: jDinubilo

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Period 03 - 03

Fiscal Year 2015

Dec 2014



Account Number	Description	Budget	Period Amount	End Bal	Variance	Avail/Uncollect	% Collected
890-895-10-770-73	Improvements-Legacy	\$ 142,457.00	\$ -	\$ -	\$ 142,457.00	\$ 142,457.00	0.00%
890-895-10-770-97	Infrastructure Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
E04	Capital Outlay	\$ 143,457.00	\$ -	\$ -	\$ 143,457.00	\$ 143,457.00	0.00%
890-895-10-676-10	Bond Issuance Cost	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
E05	Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
890-895-10-900-01	Contingency - Legacy	\$ 16,500.00	\$ -	\$ -	\$ 16,500.00	\$ 16,500.00	0.00%
E90	Contingency	\$ 16,500.00	\$ -	\$ -	\$ 16,500.00	\$ 16,500.00	0.00%
895	URA - Legacy Crossing	\$ 232,832.00	\$ 2,454.95	\$ 6,381.40	\$ 226,450.60	\$ 226,450.60	2.74%
899	Dept						
890-899-11-790-01	Bond Principal - Alturas	\$ 109,950.00	\$ -	\$ -	\$ 109,950.00	\$ 109,950.00	0.00%
890-899-11-791-01	Bond Interest-Alturas	\$ 5,225.00	\$ -	\$ -	\$ 5,225.00	\$ 5,225.00	0.00%
890-899-12-790-01	Bond Principal - Legacy	\$ 423,000.00	\$ -	\$ -	\$ 423,000.00	\$ 423,000.00	0.00%
890-899-12-791-01	Bond Interest - Legacy	\$ 19,490.00	\$ -	\$ -	\$ 19,490.00	\$ 19,490.00	0.00%
E05	Debt Service	\$ 557,665.00	\$ -	\$ -	\$ 557,665.00	\$ 557,665.00	0.00%
890-899-10-990-00	Ending Fund Bal Unassigned	\$ 47,349.00	\$ -	\$ -	\$ 47,349.00	\$ 47,349.00	0.00%
890-899-11-990-00	End Fund Bal Assigned-Alturas	\$ 786,840.00	\$ -	\$ -	\$ 786,840.00	\$ 786,840.00	0.00%
890-899-11-990-01	End Fund Bal Res-Alturas	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
890-899-12-990-00	End Fund Bal Assigned-Legacy	\$ 186,594.00	\$ -	\$ -	\$ 186,594.00	\$ 186,594.00	0.00%
890-899-12-990-01	End Fund Bal Res-Legacy	\$ 69,312.00	\$ -	\$ -	\$ 69,312.00	\$ 69,312.00	0.00%
E95	Ending Fund Balance	\$ 1,090,095.00	\$ -	\$ -	\$ 1,090,095.00	\$ 1,090,095.00	0.00%
899	Dept	\$ 1,647,760.00	\$ -	\$ -	\$ 1,647,760.00	\$ 1,647,760.00	0.00%
890	Moscow Urban Renewal Agency	\$ 2,262,382.00	\$ 6,804.55	\$ 22,442.51	\$ 2,239,939.49	\$ 2,239,939.49	0.99%



Balance Sheet
December 31, 2014

	<u>Total Funds</u>
ASSETS	
Cash	10,861
Investments-LGIP	1,067,981
Investments-Zions Debt Reserve	42,606
Land Held For Resale	531,256
Land	505,803
Infrastructure Assets	1,186,207
Accumulated Depreciation	<u>(694,989)</u>
Total Assets	<u><u>2,649,724</u></u>
LIABILITIES	
Accounts Payable	-
Bonds Payable-Current	133,948
Series 2010A Bonds Payable Long Term	<u>399,000</u>
Total Liabilities	<u><u>532,948</u></u>
FUND BALANCES	
Net Assets Invest. Cap Assets	508,385
Restricted Fund Balance	133,948
Unrestricted Fund Balance	<u>1,450,264</u>
Total Fund Balance	<u><u>2,092,597</u></u>
Retained Earnings:	<u><u>24,179</u></u>
Total Fund Balance and Retained Earnings:	<u><u>2,116,776</u></u>
Total Liabilities, Fund Balance and Retained Earnings:	<u><u>\$2,649,724</u></u>

MEMORANDUM



To: Chairman John McCabe and Urban Renewal Agency Commissioners
From: Gary J. Riedner, Interim Executive Director
Cc: Bill Belknap, Moscow Community Development Director; Don Palmer, MURA Treasurer; Stephanie Kalasz, MURA Clerk
Date: January 20, 2015
Re: Proposal Review Process

Staff is recommending the following process for review of the three proposals received in response to the MURA Request for Proposals for the development of MURA property located at the southwest corner of the intersection of 6th and Jackson streets in Moscow:

- Staff will review the proposals to determine compliance with the terms and requirements of the RFP on or before Friday, January 16, 2015.
- Those proposal(s) which meet the terms and requirements of the RFP will then be submitted to the City of Moscow Community Development Department to determine whether the proposal(s) comply with applicable zoning regulations and guidelines. The Community Development Department will issue an analysis of each submitted proposal for such compliance on or before Friday, January 23.
- Proposals that are compliant with the zoning regulations and guidelines will then be reviewed by a proposal review group to assess the proposal in relation to the following parameters set out by the RFP:
 - ***MURA Selection Criteria:*** *The MURA will select the preferred development proposal based on the following criteria:*
 - *How the proposed development meets the MURA's goals and objectives for the Legacy Crossing area as outlined in the Legacy Crossing Plan;*
 - *Compliance of the proposed development with the Urban Mixed Commercial zoning regulations, Legacy Crossing Overlay District, Legacy Crossing Overlay District Design Guidelines and the Legacy Crossing Plan;*
 - *Probability of the proposed development's success – based upon the stability of the developer, market analysis, business plan, and timeline;*
 - *Developer's expectations of the MURA for the project's success.*

The review group, as selected by the Chair, will consist of the Interim Executive Director, Treasurer Don Palmer, City of Moscow Community Development Director Bill Belknap, University of Idaho Real Estate Officer Gerard Billington, and MURA Commissioners Art Bettge and Steve Drown. The review group will conduct its review on or before February 13 and the evaluation and assessment will be forwarded to the MURA Commissioners the week of February 16. The Commission will then review the

evaluation and assessment and may select a successful proposer to negotiate an Exclusive Negotiation Agreement, or the Commission may elect to allow an formal presentation prior to issuing its decision. If the Commissioners want to provide an opportunity for a formal presentation to the Commission, (which could be accomplished during the week of February 23rd) the Commission may select a successful proposer following the presentation.

Task Order #1-2015

RFP#11-2013, Commercial Real Estate Services

This Task Order, entered into this ____ of _____, 2015, between the Moscow Urban Renewal Agency (hereinafter referred to as "AGENCY") and Palouse Commercial Real Estate (hereinafter referred to as the "PROPOSER", is subject to the provisions of the Agreement for RFP#11-2013, Commercial Real Estate Services, dated January 22, 2014 (hereinafter referred to as the "Agreement") and AGENCY Resolution 2014-01.

WITNESSETH:

WHEREAS, AGENCY desires Proposer to provide marketing and real estate brokerage services for Agency owned properties. Properties that are available for immediate marketing sale and/or lease under this Task Order are:

Parcel ID: RPM00270010020, 29,412/SF

Parcel ID: RPM00270020040, 38,885/SF

Parcel ID: RPM00270020020, 34,531/SF

Parcel ID: RPM00270010030, 28,370/SF

Parcel ID: RPM00270020030, 36,997/SF

Parcel ID: RPM00270020010, 35,029/SF

NOW, TIHEREFORE, AGENCY and PROPOSER in consideration of their mutual covenants herein agree in respect as set forth below.

Client Information and Responsibilities:

The AGENCY will provide PROPOSER the data and/or services as specified in the Agreement. In addition, the AGENCY will furnish to PROPOSER with GIS maps or other supporting documents as necessary.

Services to be furnished by PROPOSER(S):

PROPOSER will provide the following services:

- Marketing services for Agency owned properties.
- Provide and install marketing signage at the properties for sale /lease.
- Promote the properties regularly, as appropriate, in local and national marketing publications.
- Provide an aggressive Internet marketing presence.
- Create and distribute marketing fliers.
- Provide Agency with a monthly Marketing Status Report for each property being marketed, including:
 - Number of inquiries on the property.
 - Number of leads generated from inquiries.
 - Number of showings.
 - Number of Letters of Intent generated.
 - If ultimately not interested in occupying the property, prospects rationale for the loss of interest.

- Review Letters of Intent and Pro Forma of prospective purchasers.
- Provide recommendations as to the viability of prospective tenants.
- Assist in the negotiation of sale and/or lease terms.
- Review cost estimates for improvements.
- Land disposal and conveyance assistance services.
- Advisory Services.
- Coordination with Moscow Urban Renewal Agency staff.
- Other work related to commercial real estate disposition and/or leasing as it may occur.

PROPOSER will perform said services within 365 calendar days of the date of this Task Order.

Basis of Fee and Billing Schedule:

The AGENCY will pay PROPOSER for its services and reimbursable expenses as follows:

- SALES AND ACQUISITIONS: 6% of final sale price. Commission to be split evenly with Selling Agent/Broker.
- LEASING: 6% of total lease amount capped at five years, i.e. 6% of \$40,000 per year for 5 years = \$12,000.
- CONSULTING AND OTHER SERVICES: \$90 per hour for principals, \$35 for administrative assistants, \$25 for clerical (not to exceed \$300 per month unless negotiated through a separate Task Order).

PROPOSER will invoice the Agency on a monthly basis for hourly compensation and reconciliation of the expenditures will be paid within 45 days by the Agency.

IN WITNESS WHEREOF, the Parties hereto have executed this Task Order Agreement as of the day and year first above written.

Moscow Urban Renewal Agency

Palouse Commercial Real Estate

Recommended for approval:

Yes ☐ No ☐

I hereby acknowledge receipt and acceptance of this Task Order for:

Approved by (Signature):	Approved by (Signature):
Print Name: Gary J. Riedner	Print Name: Shelley Bennett
Title: Interim Executive Director	Title: Owner/Broker
Date:	Date:

RESOLUTION NUMBER: 2014-01

A RESOLUTION OF THE MOSCOW URBAN RENEWAL AGENCY, APPROVING AN AGREEMENT FOR RFP#11-2013; COMMERCIAL REAL ESTATE SERVICES, BETWEEN THE MOSCOW URBAN RENEWAL AGENCY AND PALOUSE COMMERCIAL REAL ESTATE; AUTHORIZING THE CHAIRMAN AND MOSCOW CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Agency's staff recommends award of RFP#11-2013; Commercial Real Estate Services to the best qualified proposer, Palouse Commercial Real Estate; and,

WHEREAS, during their meeting of December 11, 2013, the Moscow Urban Renewal Agency Board of Commissioners followed staff's recommendation and awarded RFP#11-2013 to Palouse Commercial Real Estate.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE MOSCOW URBAN RENEWAL AGENCY:

Section 1. That the Agreement for RFP#11-2013; Commercial Real Estate Services, by and between the Moscow Urban Renewal Agency and Palouse Commercial Real Estate, attached hereto and incorporated herein by reference, be, and the same is hereby, approved as to both form and content.

Section 2. That the Agency's Chairman and City Clerk be, and they hereby are, authorized to respectively execute and attest said Agreement for and on behalf of the Moscow Urban Renewal Agency.

Section 3. That this Resolution shall be in full force and effect immediately upon its adoption and approval.

ADOPTED by the Board of Commissioners of the Moscow Urban Renewal Agency, Moscow, Idaho, this 22nd day of January, 2014.

APPROVED by the Board of Commissioners of the Moscow Urban Renewal Agency, Moscow, Idaho, this 22nd day of January, 2014.

APPROVED:

ATTEST:


John McCabe
CHAIRMAN


Steve McGeehan
SECRETARY



Project: RFP#11-2013, Commercial Real Estate Services

Proposer: Palouse Commercial Real Estate

Owner: Moscow Urban Renewal Agency, Moscow, Idaho.

THIS AGREEMENT, made this 22nd day of January, 2014, by and between the Moscow Urban Renewal Agency, hereinafter referred to as "Owner", and Palouse Commercial Real Estate, hereinafter referred to as "Proposer", a corporation organized under the laws of the State of Idaho.

1. Scope of Services: Proposer shall perform all services, and comply in all respects, as described herein for the consideration stipulated, and in compliance with State and City Codes. Contract documents consist of the following together with any amendments that may be agreed to in writing by both parties:

Acknowledgement	Contract Agreement
Contract Agreement	Liability Insurance
Contractor Proposal	Workers' Compensation
Specifications	Professional Liability Insurance (Errors and Omission)
Task Order Form "Exhibit A"	Fee Schedule "Exhibit B"

2. Indemnification and Insurance: Proposer shall indemnify and save and hold harmless Agency from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by Proposer, it's servants, agents employees, guests, and business invitees, and not caused by or arising out of the tortious conduct of Agency or its employees. In addition, Proposer shall maintain, and specifically agrees that it will maintain, throughout the term of this Agreement, liability insurance, in which the Agency shall be named an additional insured in the minimum amount as specified in the Idaho Tort Claims Act set forth in Title 6, Chapter 9 of the Idaho Code. The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless Agency; and if Agency becomes liable for an amount in excess of the insurance limits, herein provided, Proposer covenants and agrees to indemnify and save and hold harmless Agency from and for all such losses, claims, actions, or judgments for damages or liability to persons or property. Proposer shall provide Agency with a Certificate of Insurance, or other proof of insurance evidencing Proposer's compliance with the requirements of this paragraph and file such proof of insurance with the Agency. In the event the insurance minimums are changed, Proposer shall immediately submit proof of compliance with the changed limits. Additionally, the Proposer shall have and maintain during the life of this contract, statutory Workers Compensation, regardless of the number of employees, or lack thereof, to be engaged in work on the project under this agreement (including him/herself) in the statutory limits as required by law. In case any such work is sublet, the Proposer shall require the Sub Proposer to provide Workers Compensation Insurance for himself and any/all the latter's employees. It is mutually agreed and understood by the parties that the Proposer and the Proposer's employees, agents,

servants, guests and business invitees, and are acting as independent Proposers and are in no way employees of the Agency.

3. Errors and Omission: Proposer will maintain Professional Liability Insurance with a minimum limit as specified in the Idaho Tort Claims Act as set forth in Title 6, Chapter 9 of Idaho Code (\$500,000). Proof of all insurance shall be submitted to Moscow Urban Renewal Agency, Executive Director, 206 E. Third Street, Moscow, ID. 83843.

4. Independent Proposer: In all matters pertaining to this agreement, Proposer shall be acting as an independent Proposer, and neither Proposer, nor any officer, employee or agent of Proposer will be deemed an employee of Agency. The selection and designation of the personnel of the Agency in the performance of this agreement shall be made by the Agency.

5. Compensation: For performing the services specified in Section 1 herein, Owner agrees to reimburse Proposer according to the attached "Exhibit B". Payment will not include any sub-contract or other personal services pay except as may be agreed to in writing in advance by the parties. Change Orders may be issued, subject to Agency Board approval.

6. Method of Payment: Proposer will invoice the Moscow Urban Renewal Agency, 206 E. Third Street, Moscow, ID 83843 directly for all current amounts earned under this Agreement. Owner will pay all invoices within thirty days after receipt.

7. Notices: Any and all notices required to be given by either of the parties hereto, unless otherwise stated in this agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

Moscow Urban Renewal Agency
Attn: Jeffrey B. Jones, AICP
206 E. Third Street
Moscow, Idaho 83843

Palouse Commercial Real Estate
Attn: Shelley Bennett
213 S. Main Street
Moscow, Idaho 83843

Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other in the manner herein provided.

8. Attorney Fees: Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorneys' fees as determined by a Court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination or forfeiture of this Agreement.

9. Time is of the Essence: The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition and provision hereof, and that the failure to timely perform any of the obligations hereunder shall

constitute a breach of, and a default under, this Agreement by the party so failing to perform.

10. Force Majeure: Any delays in or failure of performance by Proposer shall not constitute a breach or default hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of Proposer, including but not limited to, acts of God or the public enemy; compliance with any order or request of any governmental authority; fires, floods, explosion, accidents; riots, strikes or other concerted acts of workmen, whether direct or indirect; or any causes, whether or not of the same class or kind as those specifically named above, which are not within the reasonable control of Proposer. In the event that any event of force majeure as herein defined occurs, Proposer shall be entitled to a reasonable extension of time for performance of its Services under this Agreement.

11. Assignment: It is expressly agreed and understood by the parties hereto, that Proposer shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement except upon the prior express written consent of Agency.

12. Discrimination Prohibited: In performing the Services required herein, Proposer shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age or physical disability.

13. Reports and Information: At such times and in such forms as the Agency may require, there shall be furnished to the Agency such statements, records, reports, data and information as the Agency may request pertaining to matters covered by this Agreement.

14. Audits and Inspections. At any time during normal business hours and as often as the Agency may deem necessary, there shall be made available to the Agency for examination all of Proposer's records with respect to all matters covered by this Agreement. Proposer shall permit the Agency to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

15. Publication, Reproduction and Use of Material: No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The Agency shall have unrestricted authority to publish, disclose and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

16. Compliance with Laws: In performing the scope of services required hereunder, Proposer shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments.

17. Changes: The Agency may, from time to time, request changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of Proposer's compensation, which are mutually agreed upon

by and between the Agency and Proposer, shall be incorporated in written amendments to this Agreement.

18. Termination for Cause: If, through any cause, Proposer shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if Proposer shall violate any of the covenants, agreements, or stipulations of this Agreement, the Agency shall thereupon have the right to terminate this Agreement by giving written notice to Proposer of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. In such event, all finished or unfinished documents, data, maps, studies, surveys, drawings, models, photographs and reports prepared by Proposer under this Agreement shall, at the option of the Agency, become its property, and Proposer shall be entitled to receive just and equitable compensation for any work satisfactorily complete hereunder.

Notwithstanding the above, Proposer shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this Agreement by Proposer, and the Agency may withhold any payments to Proposer for the purposes of set-off until such time as the exact amount of damages due the Agency from Proposer is determined. This provision shall survive the termination of this agreement and shall not relieve Proposer of its liability to the Agency for damages.

19. Termination for Convenience of Agency: The Agency may terminate this Agreement at any time by giving at least fifteen (15) days-notice in writing to the Proposer. If the Agreement is terminated by the Agency as provided herein, Proposer will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of Proposer covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of Proposer, Section 19 hereof relative to termination shall apply.

20. Proposer to Pay or Secure Taxes: The Proposer in consideration of securing the business agrees: 1) To pay promptly when all taxes due (other than on real property), excises and license fees due the state, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing in accordance with conditions of this Agreement, whether or not the same shall be payable at the end of such term; 2) That if said taxes, excises and license fees are not payable at the end of said term, but liability for the payment thereof exists, even though the same constitute liens upon the Proposer's property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and that; 3) That, in the event of default in the payment or securing of such taxes, excises, and license fees, that Moscow Urban Renewal Agency may withhold from any payment due the Proposer hereunder the estimated amount of such accrued taxes, excises and license fees for the benefit of all taxing units to which said Proposer is liable.

21. Severability: If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

22. Entire Agreement: This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

23. Non-Appropriation: Should funding become not available, due to lack of appropriation, the Agency may terminate this agreement upon 15 (fifteen) days-notice.

24. Applicable Law: This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho, and the ordinances of the City of Moscow.

25. Term: This agreement shall not be valid for more than two (2) years from the date of approval by the Agency.

26. Approval Required: This Agreement shall not become effective or binding until approved by the Moscow Urban Renewal Agency Board of Commissioners.

END OF AGREEMENT

IN WITNESS WHEREOF, the Agency and the Proposer/Proposer have executed this Agreement as of the date first above written.

Moscow Urban Renewal Agency
206 E. Third Street
Moscow, ID 83843

Palouse Commercial Real Estate
213 S. Main Street
Moscow, ID 83843

APPROVED BY:

John McCabe 1/22/14
John McCabe, Chairman Date

[Signature] 12/31/13
Signature Date

ATTEST:

[Signature] 1/23/14
Stephanie Kalasz, City Clerk Date

Shelley L. Bennett
Print Name



CONTRACT AMOUNT:
Task Order Basis

ACKNOWLEDGEMENT

State of Idaho
) ss
County of Latah

On this 31 day of Dec. 2013, before me personally appeared Shelley L. Bennett known to me and known by me to be the person who executed the above instrument, who, being by me first duly sworn, did depose and say that he/she is the person and that he executed the foregoing instrument on behalf of said firm for the use and purposes stated therein.

Notary Public Deborah J. Spurgeon

Residing at Moscow, ID

My Commission Expires 9/9/16



Task Order Form
Exhibit A
RFP#11-2013, Commercial Real Estate Services

This Task Order, entered into this ____ day of January, 2014, between the Moscow Urban Renewal Agency (hereinafter referred to as "AGENCY") and Palouse Commercial Real Estate (hereinafter referred to as the "PROPOSER", is subject to the provisions of the Agreement for RFP#11-2013, Commercial Real Estate Services, dated January 8, 2014 (hereinafter referred to as the "Agreement").

WITNESSETH:

WHEREAS, AGENCY desires Proposer to provide marketing and real estate brokerage services for Agency owned properties. Properties that are available for immediate marketing sale and/or lease under this Task Order are:

Parcel ID: RPM00270010020, 29,412/SF
Parcel ID: RPM00270020040, 38,885/SF
Parcel ID: RPM00270020020, 34,531/SF

Parcel ID: RPM00270010030, 28,370/SF
Parcel ID: RPM00270020030, 36,997/SF
Parcel ID: RPM00270020010, 35,029/SF

NOW, THEREFORE, AGENCY and PROPOSER in consideration of their mutual covenants herein agree in respect as set forth below.

Client Information and Responsibilities:

The AGENCY will provide PROPOSER the data and/or services as specified in the Agreement. In addition, the AGENCY will furnish to PROPOSER with GIS maps or other supporting documents as necessary.

Services to be furnished by PROPOSER(S):

PROPOSER will provide the following services:

- Marketing services for Agency owned properties.
- Provide and install marketing signage at the properties for sale /lease.
- Promote the properties regularly, as appropriate, in local and national marketing publications.
- Provide an aggressive Internet marketing presence.
- Create and distribute marketing fliers.
- Provide Agency with a monthly Marketing Status Report for each property being marketed, including:
 - Number of inquiries on the property.
 - Number of leads generated from inquiries.
 - Number of showings.
 - Number of Letters of Intent generated.
 - If ultimately not interested in occupying the property, prospects rationale for the loss of interest.
- Review Letters of Intent and Pro Forma of prospective purchasers.
- Provide recommendations as to the viability of prospective tenants.
- Assist in the negotiation of sale and/or lease terms.
- Review cost estimates for improvements.
- Land disposal and conveyance assistance services.
- Advisory Services.
- Coordination with Moscow Urban Renewal Agency staff.

- Other work related to commercial real estate disposition and/or leasing as it may occur

PROPOSER will perform said services within 365 calendar days of the date of this Task Order.

Basis of Fee and Billing Schedule:

The AGENCY will pay PROPOSER for its services and reimbursable expenses as follows:

- **SALES AND ACQUISITIONS:** 6% of final sale price. Commission to be split evenly with Selling Agent/Broker.
- **LEASING:** 6% of total lease amount capped at five years, i.e. 6% of \$40,000 per year for 5 years = \$12,000.
- **CONSULTING AND OTHER SERVICES:** \$90 per hour for principals, \$35 for administrative assistants, \$25 for clerical (not to exceed \$300 per month unless negotiated through a separate Task Order).

PROPOSER will invoice the Agency on a monthly basis for hourly compensation and reconciliation of the expenditures will be paid within 45 days by the Agency.

IN WITNESS WHEREOF, the Parties hereto have executed this Task Order Agreement as of the day and year first above written.

MURA

Palouse Commercial Real Estate

Recommended for approval:

Yes ☐ No ☐

I hereby acknowledge receipt and acceptance of this Task Order for:

Approved by (Signature):	Approved by (Signature):
Print Name: Jeffrey B. Jones	Print Name: Shelley Bennett
Title: Executive Director	Title: Owner/Broker
Date:	Date:

Palouse Commercial Real Estate Cost of Services

Exhibit B

RFP#11-2013, Commercial Real Estate Services

CATEGORY	PALOUSE COMMERCIAL REAL ESTATE
SALES AND ACQUISITIONS	6% of final sale price. Commission to be split evenly with Selling Agent/Broker.
LEASING	6% of total lease amount capped at five years, i.e. 6% of \$40,000 per year for 5 years = \$12,000.
CONSULTING AND OTHER SERVICES	\$90 per hour for principals, \$35 for administrative assistants, \$25 for clerical.
DUAL AGENCY	Limited Dual Agency Representation as per Idaho Law.



Shelley L. Bennett
213 S. Main St
Moscow, ID, 83843
208.882.3800

November 12, 2013

RE: RFP #11-2013
Moscow Urban Renewal Agency
206 E Third Street, Room 303
Moscow, ID 83843

Dear Mr. Jones,

As the first, exclusively commercial real estate broker in Moscow, I am confident in my and my firm's ability to provide the services required by the Urban Renewal Agency to further develop Alturas Technology Park.

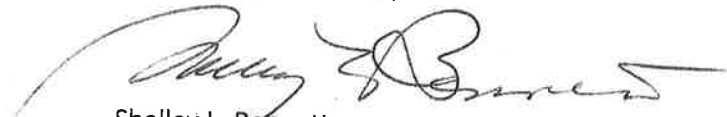
As a lifelong resident of Moscow, I see the importance of balanced residential and commercial development of our city and county. I have been a real estate agent in Moscow for over 34 years, and have dedicated a greater portion of my career to the commercial side of our market. During that time, I renovated and rejuvenated the Eastside Marketplace. Throughout that process, I became well aware of the need for commercially-focused representation in the Moscow/Pullman area.

Additionally, my staff helps provide the experience, knowledge, and exposure in the following areas: retail, office, land, sales, leasing, land development, entitlement, due diligence, investment property, land consulting, and business brokering.

My office maintains national and international exposure through real estate affiliations such as the Urban Land Institute, the Inland Northwest Chapter of Certified Commercial Investment Members, and through access to exclusive commercial sales websites such as LoopNet, and Vertical Email. Our online presence is the number one search result for commercial real estate in Moscow, Idaho.

We would provide the URA's interests with a unique position, having been at the forefront of Moscow's commercial real estate market over the last 20 years. Not only are we committed and willing to do the work as required by the URA, we are committed to helping Moscow prosper. I truly appreciate your consideration of our application.

Respectfully submitted,



Shelley L. Bennett
Owner, Broker

Gary Riedner

From: Meghan Conrad <msc@elamburke.com>
Sent: Friday, January 16, 2015 3:57 PM
To: ryan@metageek.net; dlafollette@ccdcoise.com; pamb@spro.net; jkrueger@gardencityidaho.org; ssmart@cityofchubbuck.us; lcrowell@pocatello.us; russmeyers@gmail.com; ceckles@bellevueidaho.us; dbarton@bellevueidaho.us; potato@sunvalley.net; scady@ketchumidaho.org; sprattleyd@wwdb.org; bcramer@idahofallsidaho.gov; klr@moffatt.com; rhopper@ci.caldwell.id.us; collinsrr@cityofnampa.us; wfn@whitepeterson.com; lroberts@landtitleandescrow.com; mmitton@pmt.org; dcmanning@pmt.org; priggs@mountain-home.us; ron.swear@gmail.com; LisaAnderson@uramountainhome.com; Marjorie.schmidt@labor.idaho.gov; tonyb@lcdc.org; dmd@witherspoonkelley.com; ckrueger@cityofhaydenid.us; postfallsura@gmail.com; jbbaltzell@frontier.com; dianepfura@gmail.com; john.p.mccabe@wellsfargo.com; Gary Riedner; terry.butikofer@ecipda.net; ryhorner@msn.com; dlroberts.law@gmail.com; lvontersch@cityoflewiston.org; dmarsh@cityoflewiston.org; driggsurachair@gmail.com; driggsura@gmail.com; manderson@tfid.org; mhumble@tfid.org; randy.c@cityofbuhl.us; rfereday@mayhardware.com; shawn@twinfallschamber.com; Ryan Armbruster; Meghan Conrad; Kim Kline; Russ@westerbergassoc.com; terry.butikofer@ecipda.net; epaull@watrust.com; yachthalo@yahoo.com; jeff@hamiltoncpas.com; rwilliams@pmt.org; dlloyd@dlevans.com; dhopkins@pmt.org; mgroenevelt@mccall.id.us; kent.rock@dpfg.com; pjf@msbtlaw.com; seb@msbtlaw.com; tracistewart88@gmail.com; rigginscity@gmail.com; glennascott@frontiernet.net; Cameron.Arial@zionsbank.com; connie@bannockdevelopment.org; lenourato@ketchumidaho.org; reneem@cableone.net; sgrigg@idahocities.org; jbrunelle@ccdcoise.com; pkushlan@fiberpipe.net; rskinner@skinnerfawcett.com; jmcdevitt@skinnerfawcett.com; Laurie Lewis; heather.dawson@haileycityhall.org; lisa.horowitz@haileycityhall.org
Subject: RAI - The Friday Highlights - Working Group to Develop Comprehensive Urban Renewal Legislation

Dear RAI Members:

Yesterday afternoon marked the first meeting of the working group tasked to develop comprehensive urban renewal legislation. The working group intends to meet Thursday afternoons at 3:30pm (MT) with the goal of having a bill ready to introduce by March 1, 2015. Representative Youngblood is the ad hoc Chairman of the working group. Approximately 30 people attended the first meeting, including Representatives Youngblood and Anderst (Nampa), Rep. Clow (Twin Falls), Sen. Winder (Boise), Sen. Tippetts (Montpelier), representatives from Commerce, lobbyists, representatives from the counties, urban renewal agency representatives, representatives from cities, a representative from the banking industry, and representatives from the legislative services office. Rep. Malek and Speaker Bedke were there for part of the meeting as well, with the Speaker providing the opening comments. A complete list of those in attendance will be circulated upon receipt. All in attendance were "supporters" of urban renewal as an economic development tool.

The proposed schedule is to meet and collect data and ideas for the first 4-6 weeks, and to then spend the following 1-2 weeks drafting legislation, with the goal of a presentable bill by March 1, 2015. During this time period, the combined RAI Board and RAI Legislative Committee intend to have weekly meetings, which the membership is encouraged to attend.

Representative Youngblood advised that the Taxpayer Accountability Committee (TAC) has four bills that are ready to go that would have the effect of reining in urban renewal; one of the bills calls for a complete repeal. While there will be an effort to corral these bills, the bills do have sponsors and may proceed through the legislative process.

Cameron Arial, Vice President, Zions Bank Public Finance, made a presentation to the working group comparing and contrasting the public financing options of Utah v. Idaho, which highlighted the many tools available to Utah, including less restrictive bonding requirements. Mr. Arial also provided bond issuance information from Idaho, Utah and California. Mr. Arial's presentation was well-received and further confirmed that in UT, urban renewal is only part of the economic development structure, whereas in Idaho, urban renewal is the *only* local economic development tool.

Those that adamantly oppose urban renewal were not present at the working group meeting; however, the TAC group will be invited to attend the session on Thursday, January 22, 2015. Several in the room acknowledged the benefits of urban renewal, but noted the following issues that this legislation should address:

- The need to stop using the "blight" finding to establish eligibility for an economic development project – separate economic development projects from traditional downtown remediation projects;
- Revisiting what types of projects are eligible to use tax increment financing – discussion as to whether certain public buildings (city halls and libraries) should be funded by TIF;
- Whether large-scale single family developments should be included within a revenue allocation area as such projects require increased fire/police/city services;
- Should revenue allocation areas terminate early upon completion of a project as opposed to existing until the statutory termination date;
- Whether one revenue allocation area should be able to provide "seed" money to another revenue allocation area;
- The ability of an agency to amend to add additional projects; and
- Whether urban renewal agencies should continue to receive the school emergency levy

The working group will be reviewing the Utah urban renewal program as a potential model for Idaho. The motto of the meeting was "Do No Harm, but make it better."

For the meeting on Thursday, January 22, 2015, at 3:30pm, Ryan Armbruster and I will present "Urban Renewal 101," which will include a discussion of pertinent statutes and an overview of how urban renewal works, from plan formation to limitations on an agency's authority. We will also review how the statutes have been amended over the last decade and will also discuss certain legal/constitutional issues.

Throughout this process please email your concerns, issues and proposed solutions to the combined Board and Legislative Committee for their review and consideration.

As always, should you have any questions or concerns, please feel free to contact Ryan Armbruster or me.

Best regards,
Meghan

AGENDA
HOUSE LOCAL GOVERNMENT COMMITTEE
1:30 P.M.
Room EW05
Tuesday, January 20, 2015

SUBJECT	DESCRIPTION	PRESENTER
	Organizational Meeting	
<u>RS23343</u>	Urban renewal, eminent domain	Representative Steven Harris
<u>RS23344</u>	Urban renewal, debt, bonds	Representative Steven Harris
	Idaho Association of Counties, Organization Overview	Daniel Chadwick, Executive Director, Idaho Association of Counties
	Association of Idaho Cities, Organization Overview	Seth Grigg Executive Director, Association of Idaho Cities

If you have written testimony, please provide a copy of it to the committee secretary to ensure accuracy of records.

COMMITTEE MEMBERS

Chairman Luker
Vice Chairman Sims
Rep Barbieri
Rep Perry
Rep Clow
Rep Horman
Rep Malek

Rep Collins
Rep Cheatham
Rep Loertscher
Rep Redman
Rep Kloc
Rep McCrostie
Rep Nye

COMMITTEE SECRETARY

Erin Hutto
Room: EW06
Phone: 332-1147
email: hloc@house.idaho.gov